



*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, October 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. October 2, 2018

#### **D. Public Comments/Inquires**

#### **E. Presentations**

#### **F. Consent Agenda**

2. Approve Payment of Disbursements and Payroll
3. Accept Building Department September 2018 Report
4. Accept Fire Department September 2018 Report
5. Accept Public Works September 2018 Report
6. Approve Hiring of Planning Director
7. Approve Washington County All Hazard Mitigation Plan-*Resolution 2018-115*
8. Approve Addition to Official Depositories of Funds-*Resolution 2018-116*
9. Authorize Advertising and Hiring of Warming House Attendants
10. Approve 2019 Health Insurance Rates and Benefit Plans- *Resolution 2018-117*
11. Approve 2018 Street Improvements – Change Order No. 2.
12. Approve 2018 Street Improvements – Payment Request No. 3.
13. Approve Old Village Ph4 Street & Utility Improvements – Change Order No. 2.
14. Approve Old Village Ph4 Street & Utility Improvements – Pay Request No. 3.
15. Approve 201 Wastewater System – Approve Connection Request for 10975 32nd Street North
16. Approve Letter of Credit Reduction for Kwik Trip
17. Approve Purchase of John Deere Gator
18. Approve Declaration of Easement on City Property

#### **G. Regular Agenda**

19. 2018 Street Improvements-Assessment Hearing; Adopt Final Assessment Roll – *Resolution 2018-118*
20. Old Village Ph3 Street & Utility Improvements – Assessment Hearing; Adopt Final Assessment Roll – *Resolution 2018-111*
21. Snow Removal from Sidewalks-Update Snow Removal Policy
22. 2019 Street Improvements – Accept Feasibility Report; Call for Public Hearing – *Resolution 2018-119*
23. Four Corners 1<sup>st</sup> Addition Development Agreement-*Resolution No 2018-120*
24. Council Members as Employees-*Resolution No 2018-121*
25. Heritage Farms Sanitary Sewer Extension – Accept Petition; Program Improvements in the CIP – *Resolution 2018-122*
26. Hamlet on Sunfish Lake Sanitary Sewer Extension – Accept Petition; Authorize Feasibility Report and Topographic Survey – *Resolution 2018-123*

#### **H. Council Reports**

#### **I. Staff Reports and Announcements**

#### **J. Adjourn**

**CITY OF LAKE ELMO  
CITY COUNCIL MINUTES  
OCTOBER 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 and Christine Nelson

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

**APPROVAL OF AGENDA**

*Councilmember Bloyer, seconded by Councilmember Pearson, moved TO APPROVE THE AGENDA AS PRESENTED. Motion passed 3 – 0.*

**ACCEPT MINUTES**

Minutes of the September 18, 2018 Regular Meeting were accepted as presented.

**PUBLIC COMMENTS/INQUIRIES**

None

**PRESENTATIONS**

None

**CONSENT AGENDA**

2. Approve Payment of Disbursements and Payroll
3. Approve Request for Proposals for Auditing Services
4. Approve 2018 Street Improvements – Change Order No. 1
5. Approve Safe Assure Contract
6. Approve East Metro Water Resource Education Program Contract

*Councilmember Bloyer, seconded by Mayor Pearson, moved TO APPROVE THE CONSENT AGENDA AS PRESENTED. Motion passed 3 - 0.*

**ITEM 7: Old Village Phase 3 Street & Utility Improvements – Assessment Hearing, Adopt Final Assessment Roll**

City Engineer Griffin reviewed the scope of the project, properties affected and final cost of the project. Engineer Griffin also reviewed the assessment summary and proposed final assessment roll.

***Councilmember Nelson, seconded by Mayor Pearson, moved TO OPEN THE PUBLIC HEARING. Motion passed 3 – 0.***

Dorothy Erban, 11200 Stillwater Boulevard, President of the Twin Gables Association, objected to the assessment on their property because it was assessed equally to all units rather than by square feet of each unit.

Steve Erban, 11200 Stillwater Boulevard, commented on a drainage easement on his property and filed a formal objection to the proposed assessment.

***Councilmember Bloyer, seconded by Councilmember Nelson, moved TO CLOSE THE PUBLIC HEARING. Motion passed 3 – 0.***

***Councilmember Bloyer, seconded by Mayor Pearson, moved TO TABLE THE CURRENT ITEM TO THE NEXT COUNCIL MEETING. Motion passed 3 – 0.***

**ITEM 8: Purchase of Outlot F in Sanctuary Development and Memorandum of Understanding**

City Administrator Handt reviewed the proposed purchase of a tax forfeited outlot in the Sanctuary development and terms of the Memorandum of Understanding between the City and the homeowners association.

***Councilmember Nelson, seconded by Mayor Pearson, moved TO ADOPT RESOLUTION 2018-112. Motion passed 3 – 0.***

**ITEM 9: Little Free Library at Savona Park**

City Administrator Handt presented a proposal from a resident interested in donating and installing a Little Free Library in Savona Park.

***Councilmember Bloyer, seconded by Mayor Pearson, moved TO ADOPT RESOLUTION 2018-113. Motion passed 3 – 0.***

**ITEM 10: Grant for Wildflower/Village Preserve Park**

City Administrator City Administrator Handt reviewed Parks Commission work on the design for a new park in the Wildflower/Village Preserve area and requested approval to apply for a grant for playground equipment.

***Councilmember Nelson, seconded by Mayor Pearson, moved TO AUTHORIZE STAFF TO APPLY FOR A GAME TIME GRANT FOR LAKE HOLLYWOOD. Motion passed 3 – 0.***

**ITEM 11: No Parking Ordinance Update**

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

City Administrator Handt reported that language relating to cul de sacs was removed according to prior Council direction.

Lisa McGinn, 8756 Upper 7<sup>th</sup> Place North, reported that there were several issues last winter with emergency vehicle access to her neighborhood during snow events.

***Mayor Pearson, seconded by Councilmember Nelson, moved TO AMEND RESOLUTION 2018-114 BY ADDING LANGUAGE TO STATE THAT THE POLICY APPLIES CUL DE SACS INSTALLED IN 2014 OR LATER. Motion passed 2 – 1. (Bloyer – nay)***

***Mayor Pearson, seconded by Councilmember Nelson, moved TO ADOPT RESOLUTION 2018-114 AS AMENDED. Motion passed 3 – 0.***

**ITEM 12: Snow Removal from Sidewalks – Update Snow Removal Policy**

Public Works Director Weldon provided background city policy related to snow removal from sidewalks. Brief discussion held concerning residential areas that previously did not have sidewalks.

***Mayor Pearson, seconded by Councilmember Bloyer, moved TO TABLE THE CURRENT ITEM TO THE NEXT COUNCIL MEETING. Motion passed 3 – 0.***

**COUNCIL REPORTS**

**Mayor Pearson:** Holding a visit with the Mayor at Hagbergs on October 5<sup>th</sup> at 4:30 p.m. and announced upcoming buckthorn pulling competition in Sunfish Lake Park on November 11<sup>th</sup> 10:00 a.m. – 2:00 p.m.

**STAFF REPORTS AND ANNOUNCEMENTS**

**Administrator Handt:** Provided an update on water related issues.

**City Clerk Johnson:** Provided information on absentee voting.

**City Attorney Sonsalla:** Working on development agreements

**City Engineer Griffin:** Working on plan review and construction projects.

Meeting adjourned at 8:01 p.m.

**LAKE ELMO CITY COUNCIL**

ATTEST:

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

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



## **STAFF REPORT**

DATE: October 16, 2018  
**CONSENT**

**TO:** Mayor and City Council  
**FROM:** Amy La Belle, Accountant  
**AGENDA ITEM:** Payments & Disbursements  
**REVIEWED BY:** Kristina Handt, City Administrator

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### **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:**

<b>Claim #</b>	<b>Amount</b>	<b>Description</b>
ACH	\$ 96,686.73	Payroll 10/11/18
47992 – 48055	\$ 986,656.44	Accounts Payable 10/16/18
<b>TOTAL</b>	<b>\$ 1,083,343.17</b>	

### **RECOMMENDATION:**

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

***“Motion to approve the aforementioned disbursements in the amount of \$1,083,343.17”***

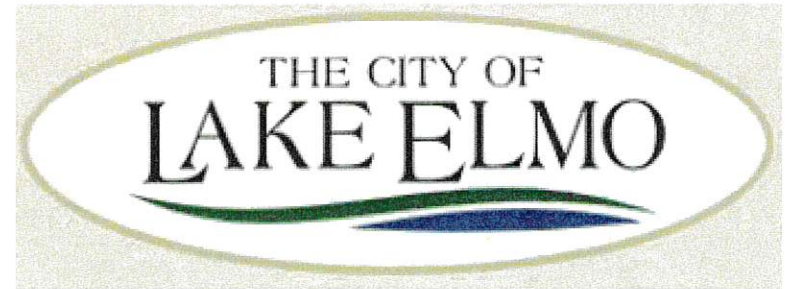
### **ATTACHMENTS:**

1. Accounts Payable – proof list(s)

# Accounts Payable

## To Be Paid Proof List

User: AmyLabelle  
 Printed: 10/05/2018 - 1:26PM  
 Batch: 00002.10.2018 - DP 100518



Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number					Description	Reference			
Cardmember Service CARDMEMB									
*** 20180920	9/20/2018	64.26	0.00	10/05/2018				No	0
101-420-2220-44300 Miscellaneous					Holiday - Car Wash				
*** 20180920	9/20/2018	82.42	0.00	10/05/2018				No	0
101-420-2220-44300 Miscellaneous					Sam's Club - Rehab Supplies				
*** 20180920	9/20/2018	21.96	0.00	10/05/2018				No	0
101-420-2220-44010 Repairs/Maint Bldg					Sam's Club - Cleaning Supplies				
*** 20180920	9/20/2018	69.96	0.00	10/05/2018				No	0
101-420-2220-42000 Office Supplies					Sam's Club - Chair mat & Shredder				
*** 20180920	9/20/2018	600.00	0.00	10/05/2018				No	0
101-420-2220-44370 Conferences & Training					MN State Fire Chief Conf Fee				
*** 20180920	9/20/2018	50.00	0.00	10/05/2018				No	0
101-410-1450-43180 Information Technology/Web					Constant Contact - weekly email letter				
*** 20180920	9/20/2018	140.24	0.00	10/05/2018				No	0
404-000-0000-36240 Dedication Fees					Lions Park - Amazon EZ Base Anchors				
*** 20180920	9/20/2018	12.21	0.00	10/05/2018				No	0
601-494-9400-44300 Miscellaneous					3M Mediation - lunch				
*** 20180920	9/20/2018	9.00	0.00	10/05/2018				No	0
601-494-9400-44300 Miscellaneous					3M Mediation - Parking				
*** 20180920	9/20/2018	85.00	0.00	10/05/2018				No	0
101-420-2400-44370 Conferences & Training					DOLI - Fire Supp Comm Kit Seminar MB				
*** 20180920	9/20/2018	85.00	0.00	10/05/2018				No	0
101-420-2400-44370 Conferences & Training					DOLI - Fire Supp Comm Kit Seminar TL				
*** 20180920	9/20/2018	201.38	0.00	10/05/2018				No	0
101-430-3100-42400 Small Tools & Minor Equipm					Acme Tools - Service Jack				
*** 20180920	9/20/2018	150.00	0.00	10/05/2018				No	0
101-430-3100-43180 Information Technology/Web					Asset Mgmt Software				
*** 20180920	9/20/2018	210.00	0.00	10/05/2018				No	0
101-430-3100-44370 Conferences & Training					U of M - Traffic Sign Maint RG, JE, BW				

\*\*\* means this invoice number is a duplicate.

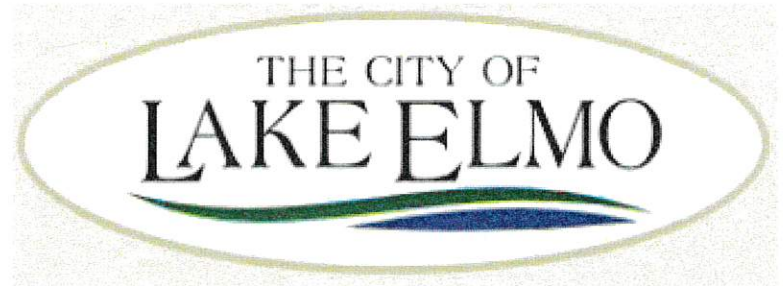
Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number					Description	Reference			
*** 20180920	9/20/2018	56.62	0.00	10/05/2018				No	0
602-495-9450-42270					Repair/Maint. Supplies	JH Larson- Rope & Cable Ties			
*** 20180920	9/20/2018	240.00	0.00	10/05/2018				No	0
101-430-3100-44370					Conferences & Training	MN Fall Expo x 4			
*** 20180920	9/20/2018	36.94	0.00	10/05/2018				No	0
101-430-3100-42002					IT Hardware	Adaptersdepot - AC Adapter RW			
*** 20180920	9/20/2018	18.47	0.00	10/05/2018				No	0
101-410-1520-42002					IT Hardware	Adaptersdepot - AC Adapter SI			
*** 20180920	9/20/2018	370.00	0.00	10/05/2018				No	0
101-410-1520-44300					Miscellaneous	CAFR Certificate			
*** 20180920	9/20/2018	225.00	0.00	10/05/2018				No	0
101-410-1520-44300					Miscellaneous	PAFR Program			
*** 20180920	9/20/2018	1.10	0.00	10/05/2018				No	0
101-410-1520-44300					Miscellaneous	Paypoll Fec			
*** 20180920	9/20/2018	31.38	0.00	10/05/2018				No	0
101-430-3100-42400					Small Tools & Minor Equipm	Amazon - Precision Lasers			
	20180920 Total:	2,760.94							
	Cardmember Service Total:	2,760.94							
	Report Total:	2,760.94							

*She Duvon 10/11/18*

# Accounts Payable

## To Be Paid Proof List

User: AmyLabelle  
Printed: 10/11/2018 - 3:49PM  
Batch: 00004.10.2018 - AP 101618



Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
3D Specialties									
3DSPECIA									
205058	9/21/2018	204.83	0.00	10/16/2018				No	0
101-430-3100-42210 Repair/Maint. Supplies				Misc street repair supplies					
205058 Total:		204.83							
3D Specialties Total:		204.83							
A-1 Excavating, Inc.									
A1EXCAV									
*** Pay Request 3	10/2/2018	200,818.91	0.00	10/16/2018				No	0
409-480-8070-43150 Contract Services				Ov Phase 4 Project					
*** Pay Request 3	10/2/2018	60,523.86	0.00	10/16/2018				No	0
601-494-8070-43150 Contract Services				Ov Phase 4 Project					
*** Pay Request 3	10/2/2018	68,004.76	0.00	10/16/2018				No	0
602-495-8070-43150 Contract Services				Ov Phase 4 Project					
*** Pay Request 3	10/2/2018	46,577.06	0.00	10/16/2018				No	0
404-480-8070-45200 Building and Structures				Ov Phase 4 Project					
Pay Request 3 Total:		375,924.59							
A-1 Excavating, Inc. Total:		375,924.59							
Able Hose & Rubber									
ABLEHOSE									
210393-001	9/13/2018	302.34	0.00	10/16/2018				No	0
601-494-9400-42210 Repair/Maint. Supplies				Hydrant Adaptor					

\*\*\* means this invoice number is a duplicate.



Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	210393-001 Total:	302.34							
	Able Hose & Rubber Total	302.34							
Accela, Inc ACCELA									
*** INV-ACC42320	10/4/2018	525.00	0.00	10/16/2018				No	0
101-410-1520-43190 Software Programs					2018 Springbrook Upgrade				
*** INV-ACC42320	10/4/2018	525.00	0.00	10/16/2018				No	0
601-494-9400-43180 Software Support					2018 Springbrook Upgrade				
*** INV-ACC42320	10/4/2018	525.00	0.00	10/16/2018				No	0
602-495-9450-43180 Software Support					2018 Springbrook Upgrade				
	INV-ACC42326 Total:	1,575.00							
	Accela, Inc Total:	1,575.00							
Ace Hardware , Inc ACEHARD									
201318/1	9/20/2018	104.93	0.00	10/16/2018				No	0
602-495-9450-42270 Repair/Maint. Supplies					Lift station paddle locks				
	201318/1 Total:	104.93							
	Ace Hardware , Inc Total:	104.93							
Advanced Auto Parts ADVAUTO									
2055-453488	10/9/2018	21.53	0.00	10/16/2018				No	0
101-430-3100-42210 Repair/Maint. Supplies					Hose and wiring harness for compressor				
	2055-453488 Total:	21.53							
	Advanced Auto Parts Total	21.53							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
Bayerl Water Resources									
BAYERLWA									
18-249	9/25/2018	2,125.00	0.00	10/16/2018				No	0
601-494-9400-43150 Contract Services				WHPP - final payment					
	18-249 Total:	2,125.00							
	Bayerl Water Resources To	2,125.00							
Biff's Inc.									
BIFFS									
W693609-W693618	9/12/2018	790.00	0.00	10/16/2018				No	0
101-450-5200-44120 Rentals - Buildings				Portable Restrooms - Parks					
	W693609-W693618 Total:	790.00							
	Biff's Inc. Total:	790.00							
Black Rock Property Maintenance, LLC.									
BLACKROC									
5112	10/3/2018	7,400.00	0.00	10/16/2018				No	0
101-450-5200-43150 Contracted Services				Mowing 090318-092418					
	5112 Total:	7,400.00							
	Black Rock Property Main	7,400.00							
Braun Intertec Corporation									
BRAUN									
B144798	9/28/2018	5,576.50	0.00	10/16/2018				No	0
409-480-8069-43150 Contract Services				2018 Street Improvements					
	B144798 Total:	5,576.50							
*** B144812	9/28/2018	1,150.27	0.00	10/16/2018				No	0
409-480-8070-43150 Contract Services				OV Phase 4 Project					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
*** B144812	9/28/2018	346.67	0.00	10/16/2018				No	0
601-494-8070-43150 Contract Services				OV Phase 4 Project					
*** B144812	9/28/2018	389.52	0.00	10/16/2018				No	0
602-495-8070-43150 Contract Services				OV Phase 4 Project					
*** B144812	9/28/2018	266.79	0.00	10/16/2018				No	0
404-480-8070-45200 Building and Structures				OV Phase 4 Project					
B144812 Total:		2,153.25							
Braun Intertec Corporation		7,729.75							
Bryan Rock Products, Inc. BRYAN									
31379	9/30/2018	323.64	0.00	10/16/2018				No	0
603-496-9500-42270 Repair/Maint. Supplies				Rip-Rap					
31379 Total:		323.64							
Bryan Rock Products, Inc.		323.64							
Century Power Equipment CENTPOW									
754760	10/4/2018	28.68	0.00	10/16/2018				No	0
101-450-5200-42210 Repair/Maint. Supplies				Chain saw repair supplies & oil					
754760 Total:		28.68							
Century Power Equipment		28.68							
Cintas Corporation #754 CINTAS									
*** 4009926785	9/19/2018	93.50	0.00	10/16/2018				No	0
101-430-3100-42150 Operating Supplies				Rugs/soap/towels					
*** 4009926785	9/19/2018	98.61	0.00	10/16/2018				No	0
101-430-3100-44170 Uniforms				Uniforms					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
	4009926785 Total:	192.11							
*** 4010193382	9/19/2018	124.30 ✓	0.00	10/16/2018				No	0
101-430-3100-42150	Operating Supplies			Rugs/soap/towels					
*** 4010193382	9/19/2018	98.61 ✓	0.00	10/16/2018				No	0
101-430-3100-44170	Uniforms			Uniforms					
	4010193382 Total:	222.91							
*** 4010468097	10/3/2018	98.61 ✓	0.00	10/16/2018				No	0
101-430-3100-44170	Uniforms			Uniforms					
*** 4010468097	10/3/2018	94.44 ✓	0.00	10/16/2018				No	0
101-430-3100-42150	Operating Supplies			Rugs/soap/rags					
	4010468097 Total:	193.05							
	Cintas Corporation #754 T	608.07							
City of Bloomington									
CTYBLOOM									
1800252	10/4/2018	52.50	0.00	10/16/2018				No	0
601-494-9400-42270	Utility System Maintenance			Lab Bacteria Testing - September 2018					
	1800252 Total:	52.50							
	City of Bloomington Total:	52.50 ✓							
City of Oakdale									
CTYOAKDA									
20110056294	10/5/2018	668.98	0.00	10/16/2018				No	0
101-420-2220-44040	Repairs/Maint Eqpt			CV2 - new tires and oil change					
	20110056294 Total:	668.98 ✓							
201809206262	9/20/2018	933.48	0.00	10/16/2018				No	0
602-495-9450-44030	Repairs\Maint Imp Not Bldg			Lift station cleaning					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	201809206262 Total:	933.48 ✓							
	City of Oakdale Total:	1,602.46							
Civil Methods, Inc.									
civil									
*** 201810504	10/3/2018	540.00 ✓	0.00	10/16/2018				No	0
803-000-0000-22910 Developer Payments					Four Corners 2nd - Stormwater Review				
*** 201810504	10/3/2018	810.00 ✓	0.00	10/16/2018				No	0
803-000-0000-22910 Developer Payments					Wyndham Village - Stormwater Review				
	201810504 Total:	1,350.00							
	Civil Methods, Inc. Total:	1,350.00							
Comcast									
COMCAST									
*** 20180927	9/27/2018	7.89	0.00	10/16/2018				No	0
101-420-2220-44300 Miscellaneous					Cable Service 100918-110818				
	20180927 Total:	7.89							
	Comcast Total:	7.89 ✓							
Companion Animal Control, LLC									
C A C									
*** 20180831	9/20/2018	500.00	0.00	10/16/2018				No	0
101-420-2700-43150 Contract Services					Animal control services - August 2018				
*** 20180831	9/20/2018	360.00	0.00	10/16/2018				No	0
101-420-2700-43150 Contract Services					Call Response / Impoundment 7 am - 7 pm.				
*** 20180831	9/20/2018	90.00	0.00	10/16/2018				No	0
101-420-2700-43150 Contract Services					Impoundment 7 pm - 7 am				
	20180831 Total:	950.00 ✓							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
		950.00							
Companion Animal Contro									
Core & Main LP									
CORE									
J484537	9/18/2018	2,539.86	0.00	10/16/2018				No	0
601-494-9400-42210	Repair/Maint. Supplies			Hydrant repair supplies & wrench					
	J484537 Total:	2,539.86							
J520271	9/18/2018	77.80	0.00	10/16/2018				No	0
601-494-9400-42210	Repair/Maint. Supplies			Well # 2 Booster pump parts					
	J520271 Total:	77.80							
	Core & Main LP Total:	2,617.66							
Earl F. Andersen, Inc.									
EARLANDE									
*** 118547	9/20/2018	257.61	0.00	10/16/2018				No	0
101-430-3100-42260	Street Signs			Street Signs					
*** 118547	9/20/2018	286.18	0.00	10/16/2018				No	0
101-450-5200-42210	Repair/Maint. Supplies			No Parking Signs (parks)					
	118547 Total:	543.79							
	Earl F. Andersen, Inc. Tota	543.79							
Electric Pump, Inc									
ELECTPUM									
63648	9/11/2018	750.00	0.00	10/16/2018				No	0
602-495-9450-44030	Repairs\Maint Imp Not Bldg			Lift station inspections					
	63648 Total:	750.00							
	Electric Pump, Inc Total:	750.00							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
Emergency Services Marktg Inc.									
EMERGENC									
18353	10/5/2018	650.00	0.00	10/16/2018				No	0
101-420-2220-44330	Dues & Subscriptions			IAMRESPONDING	Annual Renewal				
	18353 Total:	650.00							
	Emergency Services Markt	650.00							
Focus Engineering, Inc.									
FOCUS									
5108	10/2/2018	2,500.00	0.00	10/16/2018				No	0
101-410-1930-43030	Engineering Services			General Engineering	- Retainer				
	5108 Total:	2,500.00							
5109	10/2/2018	771.25	0.00	10/16/2018				No	0
101-410-1910-43030	Engineering Services			General Engineering	- Planning				
	5109 Total:	771.25							
5110	10/2/2018	157.00	0.00	10/16/2018				No	0
101-430-3100-43030	Engineering Services			General Engineering	- Public Works				
	5110 Total:	157.00							
5111	10/2/2018	42.50	0.00	10/16/2018				No	0
101-430-3100-43030	Engineering Services			General Engineering	- ROW				
	5111 Total:	42.50							
*** 5112	10/2/2018	102.50	0.00	10/16/2018				No	0
601-494-9400-43030	Engineering Services			General Engineering	- Water				
*** 5112	10/2/2018	251.25	0.00	10/16/2018				No	0
602-495-9450-43030	Engineering Services			General Engineering	- Sewer				
*** 5112	10/2/2018	240.00	0.00	10/16/2018				No	0
603-496-9500-43030	Engineering Services			General Engineering	- Stormwater				
	5112 Total:	593.75							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
5113	10/2/2018	3,780.77	0.00	10/16/2018				No	0
602-495-8023-43030				CSAH 15					
	5113 Total:	3,780.77							
5114	10/2/2018	175.00	0.00	10/16/2018				No	0
409-480-8027-43030				LE Ave Corridor Improvements					
	5114 Total:	175.00							
5115	10/2/2018	270.00	0.00	10/16/2018				No	0
409-480-8031-43030				State Highway 36 Corridor Plan					
	5115 Total:	270.00							
5116	10/2/2018	397.50	0.00	10/16/2018				No	0
409-480-8047-43030				CSAH 13 - Ideal Ave					
	5116 Total:	397.50							
5117	10/2/2018	178.75	0.00	10/16/2018				No	0
101-410-1930-43030				Public Library Site Improvements					
	5117 Total:	178.75							
*** 5118	10/2/2018	3,198.75	0.00	10/16/2018				No	0
409-480-8055-43030				OV Phase 3					
	5118 Total:	3,198.75							
5119	10/2/2018	1,680.00	0.00	10/16/2018				No	0
101-430-3100-42250				CSAH 19					
	5119 Total:	1,680.00							
5120	10/2/2018	210.00	0.00	10/16/2018				No	0
101-430-3100-42250				Hudson Blvd Transportation					
	5120 Total:	210.00							
5121	10/2/2018	24,521.84	0.00	10/16/2018				No	0
409-480-8069-43030				2018 Street Project					



Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
		24,521.84							
5122	10/2/2018	30,080.00	0.00	10/16/2018				No	0
409-480-8070-43030				OV Phase 4					
		30,080.00							
5123	10/2/2018	36.00	0.00	10/16/2018				No	0
101-430-3100-42250				2018 Seal Coat Project					
		36.00							
*** 5124	10/2/2018	72.00	0.00	10/16/2018				No	0
101-430-3100-42250				2018 Mill & Overlay Project					
		72.00							
5125	10/2/2018	870.00	0.00	10/16/2018				No	0
601-494-8076-43030				State Funded Water Projects					
		870.00							
*** 5126	10/2/2018	54.00	0.00	10/16/2018				No	0
101-430-3100-43030				Bridge Management Program					
		54.00							
*** 5127	10/2/2018	201.50	0.00	10/16/2018				No	0
803-000-0000-22910				Savona - 1st Addition					
		201.50							
5128	10/2/2018	139.00	0.00	10/16/2018				No	0
803-000-0000-22910				Boulder Ponds 1st					
		139.00							
5129	10/2/2018	267.73	0.00	10/16/2018				No	0
803-000-0000-22910				Easton Village 1st					
		267.73							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
5130	10/2/2018	907.25	0.00	10/16/2018				No	0
803-000-0000-22910				Developer Payments	Northport 1st				
	5130 Total:	907.25							
*** 5131	10/2/2018	147.00	0.00	10/16/2018				No	0
803-000-0000-22910				Developer Payments	Savona 4th				
	5131 Total:	147.00							
5132	10/2/2018	174.91	0.00	10/16/2018				No	0
803-000-0000-22910				Developer Payments	Easton Village 2nd				
	5132 Total:	174.91							
5133	10/2/2018	168.36	0.00	10/16/2018				No	0
803-000-0000-22910				Developer Payments	Boulder Ponds 2nd				
	5133 Total:	168.36							
5134	10/2/2018	1,431.74	0.00	10/16/2018				No	0
803-000-0000-22910				Developer Payments	Royal Golf 1st				
	5134 Total:	1,431.74							
5135	10/2/2018	860.61	0.00	10/16/2018				No	0
803-000-0000-22910				Developer Payments	Southwind				
	5135 Total:	860.61							
*** 5136	10/2/2018	30.00	0.00	10/16/2018				No	0
803-000-0000-22910				Developer Payments	Wasatch Storage				
	5136 Total:	30.00							
5137	10/2/2018	131.32	0.00	10/16/2018				No	0
803-000-0000-22910				Developer Payments	Wildflower 2nd				
	5137 Total:	131.32							
*** 5138	10/2/2018	269.72	0.00	10/16/2018				No	0
803-000-0000-22910				Developer Payments	Hammes 2nd				

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
		269.72							
	5138 Total:	269.72							
5139	10/2/2018	665.84	0.00	10/16/2018				No	0
803-000-0000-22910	Developer Payments			Inwood 5th					
	5139 Total:	665.84							
5140	10/2/2018	130.23	0.00	10/16/2018				No	0
803-000-0000-22910	Developer Payments			Easton Village 3rd					
	5140 Total:	130.23							
*** 5141	10/2/2018	1,732.58	0.00	10/16/2018				No	0
803-000-0000-22910	Developer Payments			Legacy at North Star/Gonyea Homes					
	5141 Total:	1,732.58							
5142	10/2/2018	1,170.00	0.00	10/16/2018				No	0
803-000-0000-22910	Developer Payments			McLiod Residential/Bush Homes/Wyndham Village					
	5142 Total:	1,170.00							
5143	10/2/2018	1,440.00	0.00	10/16/2018				No	0
803-000-0000-22910	Developer Payments			Four Corners - 2nd Addition					
	5143 Total:	1,440.00							
5144	10/2/2018	1,126.43	0.00	10/16/2018				No	0
803-000-0000-22910	Developer Payments			Hammes 3rd					
	5144 Total:	1,126.43							
5146	10/2/2018	1,697.29	0.00	10/16/2018				No	0
803-000-0000-22910	Developer Payments			Easton Village 4th					
	5146 Total:	1,697.29							
5147	10/2/2018	2,335.00	0.00	10/16/2018				No	0
803-000-0000-22910	Developer Payments			Boulder Ponds 3rd					
	5147 Total:	2,335.00							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
5148	10/2/2018	8,994.50	0.00	10/16/2018				No	0
803-000-0000-22910	Developer Payments			Royal Golf 2nd					
	5148 Total:	8,994.50							
5149	10/2/2018	1,530.00	0.00	10/16/2018				No	0
803-000-0000-22910	Developer Payments			Four Corners - 1st Addition Bus Terminal					
	5149 Total:	1,530.00							
5150	10/2/2018	260.45	0.00	10/16/2018				No	0
803-000-0000-22910	Developer Payments			Northport 2nd					
	5150 Total:	260.45							
5151	10/2/2018	300.00	0.00	10/16/2018				No	0
803-000-0000-22910	Developer Payments			Growing Explorers					
	5151 Total:	300.00							
5152	10/2/2018	720.00	0.00	10/16/2018				No	0
803-000-0000-22910	Developer Payments			Boulder Ponds 4th - Senior Living					
	5152 Total:	720.00							
5153	10/2/2018	2,362.50	0.00	10/16/2018				No	0
409-480-8082-43030	Engineering Services			2019 Street & Utility Project					
	5153 Total:	2,362.50							
*** 5154	10/2/2018	2,245.44	0.00	10/16/2018				No	0
803-000-0000-22910	Developer Payments			Wildflower 3rd					
*** 5154	10/2/2018	60.00	0.00	10/16/2018				No	0
803-000-0000-22910	Developer Payments			Bentley Village 1st (Pulte Homes)					
	5154 Total:	2,305.44							
	Focus Engineering, Inc. Tot	101,088.51							

Gopher State One Call  
ONECALL

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
*** 8090502	9/30/2018	267.98	0.00	10/16/2018				No	0
601-494-9400-43150 Contract Services				September 2018 Locates					
*** 8090502	9/30/2018	267.97	0.00	10/16/2018				No	0
602-495-9450-43150 Contract Services				September 2018 Locates					
	8090502 Total:	<u>535.95</u>							
	Gopher State One Call Tot	<u>535.95</u>							
Great America Financial									
GREATAM									
23378773	9/18/2018	430.24	0.00	10/16/2018				No	0
101-410-1940-44040 Repairs/Maint Contractual E				Sharp MX-5141N Maint August 2018					
	23378773 Total:	<u>430.24</u>							
23378774	9/18/2018	1,077.17	0.00	10/16/2018				No	0
101-410-1940-44040 Repairs/Maint Contractual E				Sharp MX-5070 Maint August 2018					
	23378774 Total:	<u>1,077.17</u>							
	Great America Financial To	<u>1,507.41</u>							
Hawkins, Inc.									
HAWKINS									
4361935	9/20/2018	965.50	0.00	10/16/2018				No	0
601-494-9400-42160 Chemicals				Well # 2 Chlorine Injector Repair					
	4361935 Total:	<u>965.50</u>							
4366163	9/20/2018	17.57	0.00	10/16/2018				No	0
601-494-9400-42160 Chemicals				Chemical feed repair parts					
	4366163 Total:	<u>17.57</u>							
	Hawkins, Inc. Total:	<u>983.07</u>							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
Innovative Office Solutions									
INNOVAT									
IN2216128	9/25/2018	9.55	0.00	10/16/2018				No	0
101-410-1320-42000 Office Supplies				Office Supplies					
	IN2216128 Total:	9.55							
	Innovative Office Solutions	9.55							
IUOE Local 49									
IUOEDUES									
20181003	10/4/2018	245.00	0.00	10/16/2018				No	0
101-000-0000-21712 Union Dues				Union Dues - November 2018					
	20181003 Total:	245.00							
	IUOE Local 49 Total:	245.00							
IUOE Local 49 Fringe Benefit F									
IUOEHEAL									
20181004	10/4/2018	8,680.00	0.00	10/16/2018				No	0
101-000-0000-21713 Union Health Insurance				Union Health Ins. - November 2018					
	20181004 Total:	8,680.00							
	IUOE Local 49 Fringe Bene	8,680.00							
Kadmas, Lee & Jackson, Inc.									
KADRMASL									
10105994-A	9/21/2018	2,179.05	0.00	10/16/2018				No	0
803-000-0000-22910 Developer Payments				Boulder Ponds 3rd - Turn Lane Review					
	10105994-A Total:	2,179.05							
10105994-B	9/21/2018	374.86	0.00	10/16/2018				No	0
803-000-0000-22910 Developer Payments				Four Corners 1st - Turn Lane Review					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	10105994-B Total:	374.86							
10105994-C	9/21/2018	781.35	0.00	10/16/2018				No	0
803-000-0000-22910	Developer Payments				Four Corners 2nd - Turn Lane Review				
	10105994-C Total:	781.35							
	Kadrmass, Lee & Jackson, I	3,335.26							
Kath Fuel Oil Service Co									
kathfuel									
634760	9/12/2018	1,176.12	0.00	10/16/2018				No	0
101-430-3100-42120	Fuel, Oil and Fluids				Unleaded Fuel				
	634760 Total:	1,176.12							
634761	9/12/2018	820.50	0.00	10/16/2018				No	0
101-430-3100-42120	Fuel, Oil and Fluids				Diesel Fuel				
	634761 Total:	820.50							
634762	9/12/2018	1,013.59	0.00	10/16/2018				No	0
101-430-3100-42120	Fuel, Oil and Fluids				Diesel Fuel				
	634762 Total:	1,013.59							
	Kath Fuel Oil Service Co T	3,010.21							
KLM Engineering, Inc.									
KLMENG									
6947	9/20/2018	7,890.00	0.00	10/16/2018				No	0
601-494-9400-44030	Repairs\Maint Imp Not Bldg				Water Tower # 2 Cleaning				
	6947 Total:	7,890.00							
	KLM Engineering, Inc. Tot	7,890.00							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
Kodiak Power Systems									
KODIAK									
*** KPS0263	9/25/2018	2,497.15	0.00	10/16/2018				No	0
601-494-9400-43150 Contract Services				Fall generator inspections/service					
*** KPS0263	9/25/2018	1,872.85	0.00	10/16/2018				No	0
602-495-9450-43150 Contract Services				Fall generator inspections/service					
		<u>4,370.00</u>							
KPS0263 Total:		4,370.00							
		<u>4,370.00</u>							
Kodiak Power Systems To		4,370.00							
La Belle, Amy									
LABELLEA									
20180926	9/26/2018	167.86	0.00	10/16/2018				No	0
101-410-1520-44370 Conferences & Training				Reimbursement - Mileage					
		<u>167.86</u>							
20180926 Total:		167.86							
		<u>167.86</u>							
La Belle, Amy Total:		167.86							
Lake Elmo Oil, Inc.									
LEOIL									
*** 20180930	9/30/2018	102.30	0.00	10/16/2018				No	0
101-420-2220-42120 Fuel, Oil and Fluids				Fuel					
		<u>102.30</u>							
20180930 Total:		102.30							
		<u>102.30</u>							
Lake Elmo Oil, Inc. Total:		102.30							
Loffler Companies, Inc.									
LOFF									
2924901	10/2/2018	1.15	0.00	10/16/2018				No	0
101-410-1940-44040 Repairs/Maint Contractual E				Copies Konica C253 (City Hall) 0910-1009					
		<u>1.15</u>							
2924901 Total:		1.15							



Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	Loffler Companies, Inc. To	1.15							
Menards - Oakdale MENARDSO									
61890	9/11/2018	53.99	0.00	10/16/2018				No	0
101-430-3100-42210	Repair/Maint. Supplies			Misc supplies					
	61890 Total:	53.99							
62376	9/11/2018	31.98	0.00	10/16/2018				No	0
101-410-1940-42230	Building Repair Supplies			Light bulbs for Council Chambers					
	62376 Total:	31.98							
*** 62590	9/11/2018	29.99	0.00	10/16/2018				No	0
101-430-3100-44375	Personal Protection Equipme			Rain Coat					
*** 62590	9/11/2018	18.65	0.00	10/16/2018				No	0
101-430-3100-44375	Personal Protection Equipme			Shelving and Supplies					
	62590 Total:	48.64							
63012	9/27/2018	44.50	0.00	10/16/2018				No	0
101-430-3100-42150	Operating Supplies			Misc. Supplies					
	63012 Total:	44.50							
63159	9/29/2018	102.15	0.00	10/16/2018				No	0
101-420-2220-42000	Office Supplies			Office Chair					
	63159 Total:	102.15							
	Menards - Oakdale Total:	281.26							
Metropolitan Council METCOU									
1087904	10/3/2018	7,678.30	0.00	10/16/2018				No	0
602-495-9450-43820	Sewer Utility - Met Council			Waste Water Services Now 2018					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	1087904 Total:	7,678.30							
*** 20180930	9/30/2018	42,245.00	0.00	10/16/2018				No	0
602-000-0000-20802	SAC due Met Council				SAC Charges - Sept 2018				
*** 20180930	9/30/2018	-422.45	0.00	10/16/2018				No	0
602-000-0000-37220	SAC Early Pay discount/reve				SAC Charges - Sept 2018 prompt pay discount				
	20180930 Total:	41,822.55							
	Metropolitan Council Tota	49,500.85							
Miracle Recreation									
MIRACLE									
804447	9/24/2018	16,667.60	0.00	10/16/2018				No	0
404-480-8000-43050	Other Park Ded Prof Services				Savona Zipline				
	804447 Total:	16,667.60							
	Miracle Recreation Total:	16,667.60							
MN Clean Services, Inc.									
MNCLEANS									
1018AJ01	10/1/2018	395.00	0.00	10/16/2018				No	0
221-460-6301-43150	Contract Services				Brookfield II Cleaning Svs August 2018				
	1018AJ01 Total:	395.00							
	MN Clean Services, Inc. To	395.00							
MN PEIP									
MNPEIP									
757630	10/10/2018	12,855.68	0.00	10/16/2018				No	0
101-000-0000-21706	Medical Insurance				November 2018 PEIP Health Ins. Premium				
	757630 Total:	12,855.68							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number					Description	Reference			
		12,855.68							
MN PEIP Total:									
NCPERS Minnesota									
NCPERS									
56621018	9/21/2018	80.00	0.00	10/16/2018				No	0
101-000-0000-21708 Other Benefits					October 2018 premiums				
		80.00							
56621018 Total:									
		80.00							
NCPERS Minnesota Total:									
		80.00							
Newman Signs, Inc.									
NEWMAN									
5845	9/25/2018	2,618.52	0.00	10/16/2018				No	0
101-430-3100-42260 Street Signs					Street ID signs				
		2,618.52							
5845 Total:									
		2,618.52							
Newman Signs, Inc. Total:									
		2,618.52							
Oakdale Rental Center									
OAKDRC									
129786	9/7/2018	66.30	0.00	10/16/2018				No	0
101-430-3100-42120 Fuel, Oil and Fluids					Propane				
		66.30							
129786 Total:									
		66.30							
130457	9/7/2018	1,080.00	0.00	10/16/2018				No	0
603-496-9500-44130 Equipment Rental					Mini excavator rental				
		1,080.00							
130457 Total:									
		1,080.00							
130871	10/1/2018	325.00	0.00	10/16/2018				No	0
101-450-5200-44130 Equipment Rental					Skid loader rental for Savona Zipline				
		325.00							
130871 Total:									
		325.00							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
		<u>1,471.30</u>							
Oakdale Rental Center Tota		1,471.30							
Paul Davis Restoration of Greater St, Paul & Mpls									
PAULDAVI									
2418-E	10/5/2018	2,213.47	0.00	10/16/2018				No	0
101-420-2220-44010 Repairs/Maint Bldg				Station # 2 sewer back up - clean up					
		<u>2,213.47</u>							
2418-E Total:		2,213.47							
		<u>2,213.47</u>							
Paul Davis Restoration of G		2,213.47							
Ricci Media Group LLC.									
RITCHIET									
20181005	10/5/2018	55.00	0.00	10/16/2018				No	0
101-410-1450-43620 Cable Operations				Cable Oper - 100118 Human Resources Comm					
		<u>55.00</u>							
20181005 Total:		55.00							
		<u>55.00</u>							
Ricci Media Group LLC. T		55.00							
River Country Cooperative									
RIVRCOOP									
*** 20180930	9/30/2018	1,465.76	0.00	10/16/2018				No	0
101-420-2220-42120 Fuel, Oil and Fluids				Fuel					
		<u>1,465.76</u>							
20180930 Total:		1,465.76							
		<u>1,465.76</u>							
River Country Cooperative		1,465.76							
Safe Assure Consultants Inc.									
SAFEASSU									
*** 1430	9/4/2018	655.19	0.00	10/16/2018				No	0
101-430-3100-43150 Contract Services				2018-2019 Safety Training					
*** 1430	9/4/2018	655.19	0.00	10/16/2018				No	0
101-450-5200-43150 Contracted Services				2018-2019 Safety Training					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
*** 1430	9/4/2018	655.19	0.00	10/16/2018				No	0
601-494-9400-43150 Contract Services				2018-2019 Safety Training					
*** 1430	9/4/2018	655.19	0.00	10/16/2018				No	0
602-495-9450-43150 Contract Services				2018-2019 Safety Training					
*** 1430	9/4/2018	655.19	0.00	10/16/2018				No	0
603-496-9500-43150 Contract Services				2018-2019 Safety Training					
1430 Total:		<u>3,275.95</u>							
Safe Assure Consultants In		<u>3,275.95</u>							
Schlomka Services LLC									
SCHLOMKA									
22211	9/17/2018	250.00	0.00	10/16/2018				No	0
101-420-2220-44010 Repairs/Maint Bldg				Pump Septic Tanks, Station # 2					
22211 Total:		<u>250.00</u>							
Schlomka Services LLC To		<u>250.00</u>							
T Mobile									
TMOBILE									
*** 20180911	9/20/2018	17.88	0.00	10/16/2018				No	0
601-494-9400-43210 Telephone				SCADA Line 081118-091018					
*** 20180911	9/20/2018	17.88	0.00	10/16/2018				No	0
602-495-9450-43210 Telephone				SCADA Line 081118-091018					
20180911 Total:		<u>35.76</u>							
T Mobile Total:		<u>35.76</u>							
T.A. Schifsky & Sons Inc									
TASCH									
63557	9/24/2018	1,055.86	0.00	10/16/2018				No	0
101-430-3100-42240 Str. Maint/Landscape Materi				Hot mix					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	63557 Total:	1,055.86							
63591	9/24/2018	62.00	0.00	10/16/2018				No	0
	101-430-3100-42240 Str. Maint/Landscape Materi				Hot mix				
	63591 Total:	62.00							
63632	10/2/2018	7,702.88	0.00	10/16/2018				No	0
	101-430-3100-42250 Street Maintenance				Hot mix 15th & 30th St Circle				
	63632 Total:	7,702.88							
	T.A. Schifsky & Sons Inc T	8,820.74							
Telemetry & Process Controls									
TELEMETR									
*** 107898	9/19/2018	489.50	0.00	10/16/2018				No	0
	601-494-9400-43150 Contract Services				SCADA service contract - September 2018				
*** 107898	9/19/2018	489.50	0.00	10/16/2018				No	0
	602-495-9450-43150 Contract Services				SCADA service contract - September 2018				
	107898 Total:	979.00							
	Telemetry & Process Contr	979.00							
Total Mechanical Services, Inc									
TOTALMEC									
18787	9/24/2018	286.00	0.00	10/16/2018				No	0
	101-430-3100-44010 Repairs/Maint Bldg				Leaking RPZ				
	18787 Total:	286.00							
	Total Mechanical Services,	286.00							
Truck Utilities Inc.									
TRKUTI									

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
328712	9/18/2018	427.66	0.00	10/16/2018				No	0
101-450-5200-44040	Repairs/Maint Eqpt			Dump box repairs - Dodge 1-ton					
	328712 Total:	427.66							
	Truck Utilities Inc. Total:	427.66							
Washington County WAS-PH									
2018-PHE-0161	10/4/2018	53.00	0.00	10/16/2018				No	0
601-494-9400-44300	Miscellaneous			Hazardous waste disposal					
	2018-PHE-0161 Total:	53.00							
	Washington County Total:	53.00							
Washington County WASRADIO									
146149	9/15/2018	1,000.20	0.00	10/16/2018				No	0
101-430-3100-43230	Radio			PW Radios 3rd Quarter 2018					
	146149 Total:	1,000.20							
	Washington County Total:	1,000.20							
Washington County WAS-SHER									
143508	7/20/2018	332,337.64	0.00	10/16/2018				No	0
101-420-2100-43150	Law Enforcement Contract			2018 Police Services Jan - Jun					
	143508 Total:	332,337.64							
	Washington County Total:	332,337.64							

White, Anita

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
Whiteani *** 20181005	10/5/2018	55.00	0.00	10/16/2018				No	0
101-410-1450-43620				Cable Operations	Cable Oper - 100218 City Council				
	20181005 Total:	55.00							
	White, Anita Total:	55.00							
Xcel Energy XCEL									
608288591	9/20/2018	342.50	0.00	10/16/2018				No	0
101-420-2220-43810				Electric Utility	Fire Station 2				
	608288591 Total:	342.50							
608639604	9/24/2018	26.09	0.00	10/16/2018				No	0
101-430-3100-43810				Electric Utility	Street Lights				
	608639604 Total:	26.09							
609118203	9/26/2018	14.85	0.00	10/16/2018				No	0
101-420-2220-43810				Electric Utility	Warning Sirens				
	609118203 Total:	14.85							
609214468	9/27/2018	43.44	0.00	10/16/2018				No	0
101-450-5200-43810				Electric Utility	VFW Ballfield				
	609214468 Total:	43.44							
609215325	9/27/2018	666.61	0.00	10/16/2018				No	0
101-430-3100-43810				Electric Utility	Public Works				
	609215325 Total:	666.61							
*** 609360773	9/28/2018	321.83	0.00	10/16/2018				No	0
101-410-1940-43810				Electric Utility	City Hall				
*** 609360773	9/28/2018	1,756.47	0.00	10/16/2018				No	0
221-460-6301-43810				Utilities	Brookfield II Building				
*** 609360773	9/28/2018	35.17	0.00	10/16/2018				No	0
101-430-3100-43810				Electric Utility	Traffic Lights				



Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	609360773 Total:	2,113.47							
609605231	10/1/2018	1,211.52	0.00	10/16/2018				No	0
601-494-9400-43810	Electric Utility			Booster Station					
	609605231 Total:	1,211.52							
*** 609885622	10/3/2018	29.32	0.00	10/16/2018				No	0
101-450-5200-43810	Electric Utility			Legion Park					
*** 609885622	10/3/2018	40.05	0.00	10/16/2018				No	0
101-430-3100-43810	Electric Utility			Traffic Lights					
	609885622 Total:	69.37							
609912055	10/3/2018	3,607.60	0.00	10/16/2018				No	0
101-430-3100-43810	Electric Utility			Street Lights					
	609912055 Total:	3,607.60							
610094662	10/4/2018	2,392.58	0.00	10/16/2018				No	0
601-494-9400-43810	Electric Utility			Wells 1 & 2					
	610094662 Total:	2,392.58							
	Xcel Energy Total:	10,488.03							
Zack's, Inc.									
ZACK									
*** 33072	9/25/2018	148.32	0.00	10/16/2018				No	0
601-494-9400-42210	Repair/Maint. Supplies			Marking paint					
*** 33072	9/25/2018	111.24	0.00	10/16/2018				No	0
602-495-9450-42270	Repair/Maint. Supplies			Marking paint					
*** 33072	9/25/2018	50.96	0.00	10/16/2018				No	0
101-430-3100-42400	Small Tools & Minor Equipm			Tools					
*** 33072	9/25/2018	3.75	0.00	10/16/2018				No	0
101-430-3100-42400	Small Tools & Minor Equipm			Delivery Surcharge					
*** 33072	9/25/2018	74.16	0.00	10/16/2018				No	0
101-450-5200-42210	Repair/Maint. Supplies			Marking paint					
*** 33072	9/25/2018	74.99	0.00	10/16/2018				No	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number					Description	Reference			
101-430-3100-42150 Operating Supplies					Shop towels				
*** 33072	9/25/2018	229.73	0.00	10/16/2018				No	0
101-430-3100-42210 Repair/Maint. Supplies					Floor dry and cleaner				
		<u>        </u>							
33072 Total:		693.15							
		<u>        </u>							
Zack's, Inc. Total:		693.15							
		<u>        </u>							
		<u>        </u>							
Report Total:		983,895.50							
		<u>        </u>							
		<u>        </u>							

\*\*\* means this invoice number is a duplicate.



STAFF REPORT

DATE: October 16, 2018

**CONSENT #3**

**MOTION**

**TO:** City Council  
**FROM:** Michael Bent, Building Official  
**AGENDA ITEM:** Approve Monthly Building Department Report for September 2018  
**REVIEWED BY:** Kristina Handt, City Administrator

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**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 September 2018. Comparison data is also include from prior years for September 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>2018</u>	<u>2017</u>	<u>2016</u>
New Homes	12	36	42
Total Valuation	\$4,385,826	\$12,040,240	\$1,173,782
Average Home Value	\$365,485	\$334,451	\$279,494
Total Permit Valuation YTD	\$87,769,014	\$98,623,735	\$99,795,941
Total Residential Units YTD	216	223	192

**FISCAL IMPACT:**

None

**OPTIONS:**

**RECOMMENDATION:**

**Motion to accept the September 2018 monthly building permit report as presented.**

**ATTACHMENTS:**

1. Valuation Report
2. Permits Issued & Fees Report
3. Inspection statistic report for September 2018
4. YTD Building Department Revenue Report

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

Issued Date From: 9/1/2018 To: 9/30/2018  
Permit Type: All Property Type: All Construction Type: All  
Include YTD: Yes

Permit Kind	Permit Count	Valuation	Dwell Units
<b>Permit Type: BUILDING</b>			
MANUFACTURED HOME ROOFING	1	\$1,053.00	0
SINGLE FAMILY ADDITION	2	\$265,000.00	0
SINGLE FAMILY BASEMENT FINISH	3	\$60,000.00	0
SINGLE FAMILY DECK	4	\$34,978.00	0
SINGLE FAMILY DOOR	1	\$3,500.00	0
SINGLE FAMILY NEW CONSTRUCTION	12	\$4,385,826.00	0
SINGLE FAMILY PORCH	1	\$5,280.00	0
SINGLE FAMILY ROOFING	26	\$341,940.00	0
SINGLE FAMILY SIDING	8	\$103,553.16	0
SINGLE FAMILY WINDOWS	7	\$106,103.00	0
<b>Permit Type: BUILDING - Total</b>	<b>Period 65</b>	<b>\$5,307,233.16</b>	<b>0</b>
	<b>YTD 808</b>	<b>\$87,769,014.64</b>	<b>0</b>
<b>Report Total:</b>	<b>Period 65</b>	<b>\$5,307,233.16</b>	<b>0</b>
	<b>YTD 808</b>	<b>\$87,769,014.64</b>	<b>0</b>

**CITY OF LAKE ELMO**  
**Permits Issued & Fees Report - Summary**

Issued Date From: 9/1/2018 To: 9/30/2018  
 Permit Type: All Property Type: All Construction Type: All  
 Include YTD: Yes Status: Not Voided

Permit Kind	Permit Count	Dwell Units	Valuation	Revenue	Plan Check	State Surcharge	Park Fees	SAC Units	SAC Fees	Total Fees
<b>Permit Type: BUILDING</b>										
<b>COMMERCIAL REMODEL</b>										
	Period									
	YTTD	1	0	525,000.00	4,921.65	2,526.32	250.00	5,000.00		12,797.97
<b>COMMERCIAL RETAINING WALL</b>										
	Period	0								
	YTTD	4	0	138,126.00	2,124.50		69.06			2,193.56
<b>COMMERCIAL ROOFING</b>										
	Period	0								
	YTTD	1	0	10,200.00	232.45		5.10			237.55
<b>COMMERCIAL TENNANT SPACE REMODEL</b>										
	Period	0								
	YTTD	2	0	1,226,650.00	10,209.60	5,351.48	592.70			16,153.78
<b>MANUFACTURED HOME ROOFING</b>										
	Period	1	0	1,053.00	50.20		0.53			50.73
	YTTD	1	0	1,053.00	50.20		0.53			50.73
<b>MANUFACTURED HOME SIDING</b>										
	Period	0								
	YTTD	1	0	500.00	29.50		0.25			29.75
<b>PUBLIC ROOFING</b>										
	Period	0								
	YTTD	1	0	9,000.00	199.35		4.50			203.85
<b>SINGLE FAMILY ACCESSORY BUILDING</b>										
	Period	0								
	YTTD	6	0	138,500.00	2,960.50	1,402.97	69.25			4,432.72
<b>SINGLE FAMILY ADDITION</b>										
	Period	2	0	265,000.00	3,192.55	1,789.16	132.50			5,114.21

Permit Kind	Permit Count	Dwell Units	Valuation	Revenue	Plan Check	State Surcharge	Park Fees	SAC Units	SAC Fees	Total Fees
<b>Permit Type: BUILDING</b>										
<b>SINGLE FAMILY ATTACHED NEW CONSTRUCTION</b>										
YTTD	8	0	911,988.00	11,389.65	6,324.27	455.99				18,169.91
Period	0									
YTTD	24	0	5,748,000.00	68,938.60	33,201.14	2,874.00	30,000.00	24	83,640.00	253,705.74
Period	0									
YTTD	1	0	40,000.00	1,104.00	418.60	20.00				1,542.60
Period	0									
<b>SINGLE FAMILY BASEMENT FINISH</b>										
Period	3	0	60,000.00	1,481.30	388.25	30.00				1,899.55
YTTD	13	0	256,650.00	6,044.40	2,691.28	128.32				8,864.00
Period	4	0	34,978.00	797.40	518.31	17.49				1,333.20
YTTD	78	0	839,649.00	17,926.15	11,023.41	419.82				29,369.38
Period	0									
YTTD	1	0		200.00		1.00	0.00			201.00
Period	1	0								
YTTD	9	0	80,025.00	1,827.25		40.01				1,867.26
Period	0									
YTTD	2	0	2,700.00	118.90		1.35				120.25
Period	0									
YTTD	1	0		249.00		1.00				250.00
Period	7	0		1,400.00		7.00				1,407.00
YTTD	31	0		6,199.00		31.00				6,230.00
Period	0									
YTTD	12	0	4,385,826.00	43,774.55	22,466.96	2,167.90	24,000.00	12	41,820.00	151,755.41
Period	192	0	70,278,233.00	716,661.05	366,849.36	35,039.58	386,000.00	186	648,210.00	2,439,855.99
YTTD	192	0								

Permit Kind	Permit Count	Dwell Units	Valuation	Revenue	Plan Check	State Surcharge	Park Fees	SAC Units	SAC Fees	Total Fees
<b>Permit Type: BUILDING</b>										
<b>SINGLE FAMILY POOL - IN GROUND</b>										
Period	3	0	225.00	225.00		3.00				678.00
YTD	9	0	875.00	875.00		9.00	1,683.10			3,917.10
<b>SINGLE FAMILY PORCH</b>										
Period	1	0	5,280.00	149.70	97.31	2.64				249.65
YTD	8	0	233,030.00	3,830.90	2,373.10	116.51				6,320.51
<b>SINGLE FAMILY REMODEL</b>										
Period	0	0								
YTD	21	0	652,525.35	11,460.35	5,470.82	326.26				17,257.43
<b>SINGLE FAMILY ROOFING</b>										
Period	26	0	341,940.00	7,069.90		170.97				7,240.87
YTD	305	0	4,362,241.99	88,189.00		2,181.06				90,370.06
<b>SINGLE FAMILY SIDING</b>										
Period	8	0	103,553.16	2,072.55		51.78				2,124.33
YTD	73	0	1,096,399.19	21,772.65		548.17				22,320.82
<b>SINGLE FAMILY SOLAR PANEL INSTALL</b>										
Period	0	0								
YTD	2	0	41,688.00	773.00	161.85	20.84				955.69
<b>SINGLE FAMILY THREE SEASON PORCH</b>										
Period	0	0								
YTD	1	0	15,000.00	298.65	194.12	7.50				500.27
<b>SINGLE FAMILY WINDOWS</b>										
Period	7	0	106,103.00	2,064.85		53.05				2,117.90
YTD	54	0	1,161,856.11	19,157.44		580.93				19,738.37
<b>Permit Type: BUILDING - Totals</b>										
Period	75	0	5,307,233.16	62,394.60	25,259.99	2,638.61	24,000.00	12	41,820.00	174,089.20
YTD	850	0	87,769,014.64	997,742.74	437,988.72	43,793.73	422,683.10	210	731,850.00	2,957,656.29

Permit Type: MECHANICAL  
COMMERCIAL HVAC

Permit Kind	Permit Count	Dwell Units	Valuation	Revenue	Plan Check	State Surcharge	Park Fees	SAC Units	SAC Fees	Total Fees
<b>Permit Type: MECHANICAL</b>										
<b>COMMERCIAL VALUATION OTHER</b>										
Period	0									
YTD	3	0		250.50		6.35				256.85
<b>MANUFACTURED HOME HVAC</b>										
Period	0									
YTD	1	0		1,075.76		35.86				1,111.62
<b>PUBLIC HVAC</b>										
Period	0									
YTD	3	0		300.00		3.00				303.00
<b>SINGLE FAMILY FIREPLACE</b>										
Period	1	0		60.00		1.00				61.00
YTD	11	0		780.00		11.00				791.00
<b>SINGLE FAMILY FIXTURE INSTALLATION / APPLIANCE</b>										
Period	0									
YTD	1	0		60.00		1.00				61.00
<b>SINGLE FAMILY HVAC</b>										
Period	9	0		600.00		9.00				609.00
YTD	99	0		8,042.00		99.00				8,141.00
<b>Permit Type: MECHANICAL - Totals</b>										
Period	10	0		660.00		10.00				670.00
YTD	119	0		10,568.26		157.21				10,725.47
<b>Permit Type: PLUMBING</b>										
<b>COMMERCIAL FIXTURE INSTALLATION / APPLIANCE</b>										
Period	0									
YTD	2	0		120.00		2.00				1,162.00
<b>COMMERCIAL SEWER CONNECTION</b>										
Period	1	0		60.00		1.00		3	5,000.00	5,061.00



Permit Kind	Permit Count	Dwell Units	Valuation	Revenue	Plan Check	State Surcharge	Park Fees	SAC Units	SAC Fees	Total Fees
<b>Permit Type: PLUMBING</b>										
<b>PUBLIC FIXTURE INSTALLATION / APPLIANCE</b>										
YTD	5	0		15,740.00		4.00		18	64,775.00	104,879.50
Period	0									
YTD	1	0		60.00		1.00				61.00
Period	0									
YTD	1	0		180.00		1.00				181.00
Period	0									
<b>SINGLE FAMILY FIXTURE INSTALLATION / APPLIANCE</b>										
Period	0									
YTD	19	0		1,620.00		19.00				3,864.00
Period	1	0		60.00		1.00				61.00
YTD	3	0		239.00		3.00				242.00
Period	0									
<b>SINGLE FAMILY SEWER &amp; WATER CONNECTION</b>										
Period	0									
YTD	1	0		60.00		1.00				61.00
Period	3	0		1,680.00		3.00		2	9,470.00	11,153.00
YTD	18	0		9,080.00		17.00		17	58,293.00	67,390.00
Period	0									
<b>SINGLE FAMILY WATER CONNECTION</b>										
Period	0									
YTD	1	0		1,000.00						10,150.00
Period	0									
<b>SINGLE FAMILY WATER HEATER</b>										
Period	0									
YTD	12	0		720.00		12.00				732.00
Period	1	0		60.00		1.00				1,101.00
YTD	5	0		300.00		5.00				5,040.00
Period	1	0								
<b>SINGLE FAMILY WATER SOFTNER</b>										
Period	9	0		540.00		9.00				549.00
YTD	82	0		4,919.00		82.00				5,001.00

Permit Kind	Permit Count	Dwell Units	Valuation	Revenue	Plan Check	State Surcharge	Park Fees	SAC Units	SAC Fees	Total Fees
<b>Permit Type: PLUMBING - Totals</b>										
Period	15	0		2,400.00		15.00		5	14,470.00	17,925.00
YTD	150	0		34,038.00		147.00		35	123,068.00	198,763.50

<b>Permit Type: SPRINKLER AND ALARM</b>										
<b>COMMERCIAL NEW CONSTRUCTION</b>										
Period	0									
YTD	1	0		320.00		8.00				328.00
<b>Permit Type: SPRINKLER AND ALARM - Totals</b>										
Period	0									
YTD	1	0		320.00		8.00				328.00

<b>Permit Type: ZONING</b>										
<b>COMMERCIAL SIGN</b>										
Period	1	0		180.00						180.00
YTD	9	0		1,980.00						1,980.00
<b>SINGLE FAMILY ACCESSORY BUILDING</b>										
Period	2	0		150.00						150.00
YTD	4	0		300.00						300.00
<b>SINGLE FAMILY BED AND BREAKFAST</b>										
Period	0									
YTD	2	0								200.00
<b>SINGLE FAMILY DRIVEWAY</b>										
Period	2	0		100.00						100.00
YTD	20	0		1,070.00						1,070.00
<b>SINGLE FAMILY FENCE</b>										
Period	3	0		425.00						425.00
YTD	17	0		2,470.00						2,470.00
<b>SINGLE FAMILY GRADING</b>										
Period	0									
YTD	1	0		125.00			500.00			625.00

Permit Kind	Permit Count	Dwell Units	Valuation	Revenue	Plan Check	State Surcharge	Park Fees	SAC Units	SAC Fees	Total Fees
Permit Type: ZONING										
SINGLE FAMILY PATIO										
	Period	1	0	75.00						75.00
	YTD	3	0	225.00						225.00
SINGLE FAMILY SIDEWALK										
	Period	0	0							
	YTD	1	0	75.00						75.00
Permit Type: ZONING - Totals										
	Period	9	0	930.00						930.00
	YTD	57	0	6,245.00			500.00			6,945.00
Report Total										
	Period	109	0	\$5,307,233.16	66,384.60	25,259.99	2,663.61	17	56,290.00	193,614.20
	YTD	1,177	0	\$87,769,014.64	1,048,914.00	437,988.72	44,105.94	245	854,918.00	3,174,418.26

**CITY OF LAKE ELMO**  
**Inspection Statistics Report - Detail**  
**Actual Date From: 9/1/2018 To: 9/30/2018**  
**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	2
ACCESSIBILITY	0	0	0	0	0	1
AS BUILT	1	0	0	0	1	23
AIRTEST	0	0	0	0	0	10
BUILDING FINAL	24	11	1	8	36	351
DECK FINAL	8	1	0	1	9	71
DECK FOOTING	0	0	0	0	0	5
DECK FRAMING	0	0	0	0	0	1
DRYWALL	0	0	0	0	0	14
DUCTWORK	0	0	0	0	0	1
ELECTRICAL FINAL	0	0	0	0	0	103
ELECTRICAL ROUGH IN	2	0	0	0	2	38
EMERGENCY LIGHTING	0	0	0	0	0	2
ESCROW FINAL	11	2	0	0	13	42
EXIT SIGNS	0	0	0	0	0	1
FIRE ALARM FINAL	0	0	0	0	0	3
FIRE ALARM ROUGH	0	0	0	0	0	1
FENCE FINAL	0	0	0	0	0	11
FINAL	6	0	0	0	6	36
FIREPLACE ROUGH IN	20	2	0	1	22	229
FOOTINGS/SLAB	25	0	0	0	25	317
FIREPLACE FINAL	1	0	0	0	1	10
FOUNDATION PRIOR TO BACKFILL	0	0	0	0	0	2
FRAMING 2	1	0	0	0	1	11
FRAMING	38	6	0	7	44	324
FIRE SEPERATION WALL	8	0	0	0	8	65
FIRE SUPPRESSION FINAL	0	0	0	0	0	28
FIRE SUPPRESSION ROUGH IN	0	0	0	0	0	1
GASLINE / PRESSURE TEST	32	3	0	4	35	317
HEATING ROUGH 2	0	0	0	0	0	5
HOUSE WRAP	6	5	0	6	11	76
HYDROSTATIC TEST	0	0	0	0	0	1
IN FLOOR HEAT AIR TEST	1	0	0	0	1	6
INSULATION	24	3	0	1	27	265
LATH	29	1	0	1	30	213
HEATING FINAL	25	6	0	2	31	330
HEATING ROUGH IN	34	0	0	0	34	280
FIRE SPRINKLER ROUGH	4	0	0	0	4	23
PLUMBING BASEMENT ROUGH	0	0	0	0	0	2
PLUMBING FINAL	39	1	0	0	40	352
POOL FINAL	0	0	0	0	0	1
PLUMBING ROUGH IN	36	0	0	0	36	264
PLUMBING ROUGH 2	0	0	0	0	0	4
PLUMBING UNDERGROUND	17	0	0	0	17	250
PLUMBING VISUAL	0	0	0	0	0	3
POLY/UNDER SLAB	16	3	0	2	19	247
PORCH FOOTING	0	0	0	0	0	1
PUMPING REPORT	0	0	0	0	0	1
POURED WALL	13	0	0	0	13	217
RADON UNDERGROUND	7	1	0	0	8	143
ROOFING FINAL	28	0	0	0	28	246

Inspection Type	Pass	Fail	No Status	Reinsp	Period Total	YTD Total
ICE & WATER	5	0	0	0	5	209
SEPTIC	1	0	0	0	1	2
SEWER & WATER	14	0	0	0	14	193
SEWER	2	0	0	1	2	19
SIDING FINAL	5	0	0	0	5	61
FOOTINGS SIGN	0	0	0	0	0	2
SILT FENCE	0	0	0	0	0	115
SOLAR FINAL	0	0	0	0	0	1
SPRINKLER FINAL	0	0	0	0	0	3
SPRINKLER ROUGH IN	0	0	0	0	0	2
STRUCTURAL STEEL	0	0	0	0	0	1
VISUAL	0	0	0	0	0	2
WALL FOOTING	0	0	0	0	0	2
POURED WALL	0	0	0	0	0	4
WINDOW REPLACEMENT	6	1	0	2	7	45
WATERPROOF / DRAINTILE	11	0	0	0	11	189
WEATHER RESISTIVE BARRIER	9	1	0	0	10	200
<b>Report Totals</b>	<b>509</b>	<b>47</b>	<b>1</b>	<b>36</b>	<b>557</b>	<b>6,000</b>



## STAFF REPORT

DATE: October 16, 2018

**CONSENT**

ITEM #: 4

**TO:** City Council

**FROM:** Greg Malmquist, Fire Chief

**AGENDA ITEM:** Month End Fire Department Update for September 2018

**REVIEWED BY:** Kristina Handt, City Administrator

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

**PROPOSAL DETAILS/ANALYSIS:**

We had 43 calls in September:

- 2 Fire Alarms
- 1 Arcing/shorted electrical equipment
- 1 Structure fire
- 5 Cancelled en route
- 27 Medicals
- 3 Car accidents with injuries
- 1 Gas Leak
- 2 Car Fires
- 1 Grass Fire
  
- 43 Total

A Command vehicle did not respond on 12 calls for a response rate of 72%. Our average response time was 8.1 minutes from alarm to arrival. 25 calls had 3 or less responders minus the Duty Officer with 11 calls having only 1 personnel on the first due apparatus. 15 calls this month had only shift personnel for responders.

**Drills for the Month:**

- #1 - Department updates / Tool and equipment updates / Target Solutions (Forceable Entry)
- #2 - Quarterly SCBA
- #3 - Quarterly EMS

**Points of Interest:**

- PT Administrative Assistant moved into the PT hours pool due to change at full time job.
- 2 new PT Fire Fighters are moving through the process for hiring.
- Staffing continues to be an issue. Thankfully though, 1 POC recruit has begun Fire 1 training and we have another potential applicant that is already trained and in the process of moving their out-of-state certs to MN.

- 3 fire inspections completed for the month.

**Part Timer Accomplishments:**

- Groundskeeping and landscaping at both stations.
- Cleaning and general maintenance at both station.
- Facilitated cleaning and repairs at Station 2 for septic water overflow into the station bays and office area two separate times over the month.
- Vehicle repairs - several vehicles required service at Oakdale Public Works.
- Helped Ancom with radio repair of T2. (still in process)
- Assisted on commercial business inspections.
- Emergency response training and drills conducted during shifts.
- Vehicle and equipment inspections.



## MAYOR AND COUNCIL COMMUNICATION

DATE: 10/16/2018

**CONSENT**

ITEM #: 5

**AGENDA ITEM:** Public Works Director Report

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

**REVIEWED BY:** Kristina Handt, City Administrator

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### **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 September 2018.

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

- Easton Village 4th Pre-con Mtg.
- Street Maint. Budget Mtg. w/Focus
- Meet w/HydroCorp on water meter replacement program
- Meet w/resident at 3740 Jamaca regarding drainage issue
- Legacy at Northstar Pre-con mtg.
- Street improvement mtg w/ Focus
- Bioxide pumping station maint. @ Lisbon Lift Station w/Evoqua
- Tree removal quotes for Hill Trail 201 system and other city owned property
- MnDot snow plow simulator training at PW
- Conclude surplus auction sales
- Annual Lift Station pump inspections
- Valve and hydrant installation at Well/Tower #1
- Sewer outfall cleaning at 50<sup>th</sup> St and Demontreville Trl.
- Royal Golf Walk Through inspection
- Eden Park Storm Sewer Repair
- Safety Training
- Royal Golf Lift Station Generator start up
- Smart Salt Training – Bob Wier
- Paving of 15<sup>th</sup> St and 30<sup>th</sup> St Cir w/Oakdale PW
- Water Meter Reading

### **RECOMMENDATION:**

Base on the activities listed above, City Council is respectfully asked to accept the September 2018 Public Works Report.





## STAFF REPORT

DATE: October 16, 2018  
CONSENT  
ITEM #: 6

**TO:** Mayor and Council

**AGENDA ITEM:** Approve Hiring of Planning Director

**SUBMITTED BY:** Jake Foster, Assistant City Administrator

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### **BACKGROUND:**

At the September 4<sup>th</sup> meeting, Council authorized staff to advertise for a planning director. Four applicants were then interviewed from the candidate pool, and Kenneth Roberts was selected as the best candidate.

### **ISSUE BEFORE COUNCIL:**

Should the Council approve the hiring of Kenneth Roberts as planning director at the terms described?

### **PROPOSAL:**

Mr. Roberts has over 25 years of experience working in local government within a planning capacity. He has extensive experience in planning and land use, development review, and code enforcement. Based on his extensive experience and credentials, staff recommends hiring him at the step six of the pay range which is \$3,492.00 bi-weekly (\$90,792.00 annually). Additionally, it is recommended that he start with a PTO bank of 24 hours. His PTO will accrue at the starting point of 5 hours each pay period.

Mr. Roberts has met all pre-employment contingencies.

### **FISCAL IMPACT:**

The estimated annual fiscal impact is approximately \$120,000 including salary, taxes, and benefits. Mr. Roberts's time will be allocated 100% to the planning department.

Mr. Roberts has a tentative start date of November 5, pending Council approval

### **OPTIONS:**

1. Hire Mr. Roberts at the terms described
2. Hire Mr. Roberts under different terms
3. Hire another candidate
4. Hire no one

### **RECOMMENDATION:**

If removed from the consent agenda:

***"Move to approve the hiring of Kenneth Roberts for planning director at the terms described."***

### **ATTACHMENTS:**

None



## STAFF REPORT

DATE: October 16, 2018

**CONSENT**

ITEM #: 7

**TO:** City Council

**FROM:** Greg Malmquist, Fire Chief

**AGENDA ITEM:** Adoption, by Resolution of the WASHINGTON COUNTY ALL HAZARD MITIGATION PLAN

**REVIEWED BY:** Kristina Handt, City Administrator

---

**BACKGROUND:** Washington County Sheriff's Office Emergency Management staff has completed the most recent update to the Washington County All Hazard Mitigation Plan. The plan update process engaged representatives from cities and townships in hazard mitigation planning to identify risks and vulnerabilities associated with natural and manmade disasters and develop long-term strategies for protecting people and property from future hazard events.

After making the required updates to the Washington County All Hazard Mitigation Plan over the past two years, the plan was submitted to Minnesota Homeland Security and Emergency Management and then FEMA for approval. Both agencies reviewed the plan and approved it with no changes required.

The last step in the plan update process is the approval locally by the county board and local City Councils and Town Boards by resolution, which is what is being requested today.

Please note that to have the potential to receive funding from the Hazard Mitigation Grant Program, the Pre-Disaster Mitigation Program or the Flood Mitigation Assistance Program, local jurisdictions must have submitted a signed resolution to the county for submittal to the State and FEMA. A FEMA-approved hazard mitigation plan is a condition for receiving certain types of non-emergency disaster assistance, including funding for mitigation projects.

**ISSUE BEFORE COUNCIL:** Should the Council approve Resolution 2018-115 adopting the WASHINGTON COUNTY ALL HAZARD MITIGATION PLAN

**PROPOSAL DETAILS/ANALYSIS:** Hazard mitigation is the effort to reduce loss of life and property by lessening the impact of disasters. It is most effective when implemented under a comprehensive, long-term mitigation plan. Mitigation plans are key to breaking the cycle of disaster damage, reconstruction, and repeated damage.

**FISCAL IMPACT:** \$0, unless Resolution 2018-115 is not approved and we require mitigation funding as mentioned above.

**OPTIONS:**

- 1) Approval Resolution 2018-115
- 2) Deny approval

**RECOMMENDATION:** Approve Adoption, by Resolution 2018-115 of the WASHINGTON COUNTY ALL HAZARD MITIGATION PLAN

**ATTACHMENTS:** Resolution 2018-115

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

**RESOLUTION NO. 2018-115**

*A RESOLUTION ADOPTING  
WASHINGTON COUNTY ALL-HAZARD MITIGATION PLAN*

WHEREAS, the City of Lake Elmo has participated in the hazard mitigation planning process as established under the Disaster Mitigation Act of 2000, and

WHEREAS, the Act establishes a framework for the development of a multi-jurisdictional County Hazard Mitigation Plan; and

WHEREAS, the Act as part of the planning process requires public involvement and local coordination among neighboring local units of government and businesses; and

WHEREAS, the Washington County Plan includes a risk assessment including past hazards, hazards that threaten the County, an estimate of structures at risk, a general description of land uses and development trends; and

WHEREAS, the Washington County Plan includes a mitigation strategy including goals and objectives and an action plan identifying specific mitigation projects and costs; and

WHEREAS, the Washington County Plan includes a maintenance or implementation process including plan updates, integration of the plan into other planning documents and how Washington County will maintain public participation and coordination; and

WHEREAS, the Plan has been shared with the Minnesota Division of Homeland Security and Emergency Management and the Federal Emergency Management Agency for review and comment; and

WHEREAS, the Washington County All-Hazard Mitigation Plan will make the county and participating jurisdictions eligible to receive FEMA hazard mitigation assistance grants; and

WHEREAS, this is a multi-jurisdictional Plan and cities that participated in the planning process may choose to also adopt the County Plan.

NOW THEREFORE BE IT RESOLVED that the City of Lake Elmo supports the hazard mitigation planning effort and wishes to adopt the Washington County All-Hazard Mitigation Plan.

This Resolution was declared duly passed and adopted this 16<sup>th</sup> day of October, 2018.

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Mike Pearson, Mayor

ATTEST:

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Julie Johnson, City Clerk



## STAFF REPORT

DATE: October 16, 2018

**CONSENT**

ITEM #8

**TO:** Honorable Mayor and City Council  
**FROM:** Susan Iverson – Finance Director  
**AGENDA ITEM:** **Approve Addition to Official Depositories of Funds**

---

### **BACKGROUND:**

Pursuant to State Statute 427.01 *et seq*, the City Council is respectfully being asked to designate an additional official depositories for 2018. Based upon current and likely future needs, it is recommended that the following be designated as an official depository for the City of Lake Elmo:

- First Resource Bank

### **ISSUE BEFORE THE CITY COUNCIL:**

Should the Council approve investing with First Resource Bank?

### **FISCAL IMPACT:**

Designation of official depositories helps to ensure compliance with MN State Statute and that the resources entrusted to the City are maintained in official financial institutions. The addition of First Resource Bank enhances the investment opportunities available to the City of Lake Elmo and increase investment earnings.

### **OPTIONS:**

- 1) Approve Resolution No. 2018-116, a resolution to designate First Resource Bank as an official depository of funds.
- 2) Amend and then approve Resolution No. 2018-116, a resolution to designate First Resource Bank as an official depository of funds.
- 3) Do not approve Resolution No. 2018-116, a resolution to designate First Resource Bank as an official depository of funds.

### **RECOMMENDATIONS:**

*If removed from the consent agenda:*

***Motion to Adopt Resolution No. 2018-116; Designate First Resource Bank as an Official Depository of Funds.***

### **ATTACHMENTS:**

- 1) Resolution No. 2018-116; Designate First Resource Bank as an Official Depository of Funds.

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

**RESOLUTION 2018-116**

**A RESOLUTION TO DESIGNATE FIRST RESOURCE BANK AS AN  
OFFICIAL DEPOSITORY OF FUNDS**

**WHEREAS**, Minnesota Statutes, Chapter 427, requires the adoption of certain policies and procedures pertaining to the deposit of public funds; and

**NOW THEREFORE BE IT RESOLVED**, by the City Council of the City of Lake Elmo, that the following financial institutions are hereby designated as the Official Depositories of Funds:

- First Resource Bank

**ADOPTED BY THE CITY COUNCIL OF THE CITY OF LAKE ELMO THIS 16<sup>th</sup>  
DAY OF OCTOBER 2018.**

**CITY COUNCIL  
CITY OF LAKE ELMO**

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

ATTEST:

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



## MAYOR AND COUNCIL COMMUNICATION

DATE: 10/16/2018

CONSENT

ITEM # 9

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

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

**REVIEWED BY:** Kristina Handt, City Administrator

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

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

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

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

**FISCAL IMPACT:** Funds for these positions are included in both 2018 & 2019 General Budgets. Hourly pay range would be \$10-11, depending on experience.

These positions are not eligible for benefits.

**OPTIONS:**

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

**RECOMMENDATION:** If removed from the consent agenda:

***“Motion to advertise and hire up to three (3) part time Warming House Attendants for the 2018-2019 winter season.”***



## STAFF REPORT

DATE: October 16, 2018  
ITEM #: 10

**TO:** Mayor and Council  
**AGENDA ITEM** 2019 Insurance Renewals  
**SUBMITTED BY:** Jake Foster, Assistant City Administrator

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### **BACKGROUND:**

At their Oct. 1, 2018 meeting, the Human Resources Committee recommended that Council approve the insurance renewals for 2019, as proposed by staff. Staff met with the City's insurance broker Andy Weitnauer from NFP to discuss these insurance renewals and provide a proposal to the Human Resources Committee. In addition to the health insurance renewal, staff requested quotes for disability and life insurances, as well as dental.

The open enrollment meeting for employees is scheduled for October 23.

### **ISSUE BEFORE COMMITTEE:**

Should Council approve the insurance renewals as recommended by Human Resources Committee?

### **PROPOSAL:**

Human Resources Committee recommended that Council approve PEIP's renewal proposal for health insurance, Delta Dental's renewal proposal for dental insurance, and move the City's disability and life insurance policies to Ochs based on their proposal.

The renewal rates for the 2019 PEIP health plans average to be a 4.01% decrease from 2018 without any policy changes. Clinic levels will be provided before the open enrollment period for employees this fall.

In addition to the renewal proposal received from Delta Dental, staff received an additional proposal from PEIP. Delta Dental's provided a proposal that would keep the premiums and policy the same as 2018. PEIP's proposal provided a slight cost savings on premiums, but also a significant reduction in benefit. Employees' maximum annual benefit would be cut in half from \$2,000 to \$1,000 under PEIP's proposal. The City would only save approximately \$9 each month per employee electing family coverage, and actually pay an additional \$.81 per employee electing single coverage. Additionally, the family +1 benefit tier is lost under the PEIP plan. Due to the reduction in benefit, staff does not believe that the cost savings seen in the dental premiums for employees electing family coverage is significant enough to warrant a change.

In addition to the renewal proposal from Reliance Standard for life and disability insurance coverage, staff received proposals from PEIP for life insurance, and Ochs for life and disability. PEIP's proposal for life insurance and accidental death and dismemberment was approximately 10% lower than Reliance's renewal proposal. PEIP does not offer disability coverage. The proposal for Ochs provided a 45% savings on life insurance premiums and a 35.85% savings on long term disability insurance, but a 12.73% increase on short term disability. Overall, there would still be a cost savings to the City. There are additional benefits that the City would receive by switching to Ochs. The services the City would have access to are additional legal, financial, and grief resources, as well as plan portability if an employee were to leave, but would like to continue coverage. Ochs would also provide the opportunity to consolidate the supplemental life



insurance policy from a carrier that has been problematic in working with. The policy would be comparable in both cost and features. As there is a more significant cost savings with Ochs, additional benefits, and provide the opportunity to consolidate the City's supplemental life insurance policy, staff recommends switch these coverages to Ochs.

The City's insurance broker also reached out to Reliance Standard to see if they are able to match or provide a more competitive proposal to the proposal received from Ochs. Based on recent claims, Reliance Standard refused to adjust their proposal.

**FISCAL IMPACT:**

The 4.01% average decrease in premiums from PEIP would equate to an approximate annual savings of \$5,400 if employee elections remained constant.

The City will see no cost change in renewing their dental insurance with Delta Dental.

When combining the cost savings for life and long term disability, with the increased premiums for short term disability in the Ochs offering, the City would see an annual cost savings of approximately \$1,700 by switching to Ochs for these policies. The City does not anticipate any changes for employees electing the supplemental life policy.

**OPTIONS:**

- 1) Approve Resolution No. 2018-117
- 2) Amend and approve Resolution No. 2018-117
- 3) Make no approval.

**RECOMMENDATION:**

***“Move to approve Resolution No. 2018-117”***

**ATTACHMENTS:**

- 1) 2019 renewal comparison documents
- 2) 2019 PEIP renewal letter
- 3) Resolution No. 2018-117

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

**RESOLUTION NO. 2018-117**

*A RESOLUTION APPROVING THE 2019 BASIC LIFE, ACCIDENTAL DEATH AND  
DISMEMBERMENT, DISABILITY, AND SUPPLEMENTAL LIFE INSURANCE PLANS, AND  
HEALTH CARE PLAN ESTABLISHING CITY CONTRIBUTION TO EMPLOYEE HEALTH  
INSURANCE BENEFITS FOR 2019*

**WHEREAS**, the Lake Elmo City Council has determined that it is the best interest of the City to approve the proposal from Ochs to administer the City's Basic life, accidental death and dismemberment, disability insurance, and supplemental life insurance plans; and

**WHEREAS**, the Lake Elmo City Council has determined it is in the best interest of the City to consolidate these plans and lower the cost of premiums; and

**WHEREAS**, the Lake Elmo City Council has determined that it is the best interest of the City to provide a health insurance plan to help maintain the health of its current employees and to enable the city to attract and retain a quality workforce; and

**WHEREAS**, it is now necessary to determine the insurance plan and contributions to premium costs for the period from 1/1/2019 to 12/31/2019;

**NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAKE ELMO, WASHINGTON COUNTY, MINNESOTA**, that it should and hereby does approve 2019 basic life, accidental death and dismemberment, disability, and supplemental life insurance policies as proposed by Ochs, and the PEIP Advantage Plan for the period of 1/1/18 to 12/31/18; and

**FURTHER BE IT RESOLVED**, that for calendar year 2019, the City of Lake Elmo's contribution to the total cost of providing health insurance benefits shall be as follows:

**Advantage Plan:** 90% of premium for single coverage and 80% of premium for family coverage.

**Value Option:** 100% of premium for single coverage and 90% of premium for family coverage

**HSA Compatible:** 100% of premium for single coverage and \$100/month to HSA; 95% of premium for family coverage and \$200/month to HSA.

This resolution was adopted by the City Council of the City of Lake Elmo on this \_\_\_\_ day of \_\_\_\_\_, 2018.

---

Mike Pearson, Mayor

ATTEST:

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Julie Johnson, City Clerk



September 17, 2018

Mr. Jake Foster  
 City of Lake Elmo  
 3800 Laverne Ave N  
 Lake Elmo, MN 55042

RE: January 2019, Renewal for City of Lake Elmo

Dear Mr. Foster:

Thank you for your participation in the Public Employees Insurance Program (PEIP) Pool. We hope that the program has fulfilled your insurance needs.

We are very pleased to inform you that the pool is continuing to perform very well! For January 1, 2019, the pool renewal will be a combined average increase of 2.5 %, a figure considerably less than the current health care trend. If this is your group’s first renewal, your rates could vary slightly as you are slotted into a tier for the first time. Your renewal rates will vary slightly depending on your premium tier shown on the attached Exhibit B.

Significant growth of the program over the last few years has provided us with the opportunity to develop premiums and renewal rates based on the claims experience of the entire PEIP membership population, allowing all groups to benefit from the success of the program. The pool has grown to over 285 groups, (115 of them schools) and more than 32,000 members with an average annual renewal of 2.5% over the last 10 years, as shown below.

History of PEIP Pool Renewals

July Group Average	January Group Average	<p><b><i>By combining all PEIP groups into one pool, the risk is spread over a large group of members (32,000) , providing more stability of rates.</i></b></p>
July, 2010 = +8.0%		
July, 2011 = -6.6%		
July, 2012 = -3.3%	January, 2013 = +5.0%	
July, 2013 = +6.0%	January, 2014 = + .5%	
July, 2014 = +1.9%	January, 2015 = +2.4%	
July, 2015 = +2.0%	January, 2016 = +5.5%	
July, 2016 = +5.9%	January, 2017 = +3.5%	
July, 2017 = +1.3%	January, 2018 = +.2%	
July, 2018 = + .2%	January, 2019 = \$2.5%	
<p><b>Combined Pool Average = 2.4%</b></p> <p>*History includes all ACA taxes</p>		

January 1, 2019, Renewal  
September 17, 2018  
Page 2

For 2019, there are no significant plan changes on any of the three plan options. Please review the attached summary sheets for the updated benefits available in 2019 and distribute to employees as appropriate. Also, the Summaries of Benefits and Coverage (SBC's), as required by the Affordable Care Act, can be accessed online at [www.innovomn.com/plan\\_information.html](http://www.innovomn.com/plan_information.html). The PEIP 2019 clinic directory will also be available on our website as of October 13, 2018. Please make sure members review their clinics for any cost level changes.

During the next six weeks, your insurance eligible employees will have the opportunity to change health plans and carrier networks. Plan designs, clinic listings, and enrollment forms are attached and can also be found on PEIP's website at [www.innovomn.com/plan\\_information.html](http://www.innovomn.com/plan_information.html).

Employees and dependents who wish to change health plans or networks, need to complete an enrollment form for the change, and include the primary care clinic number for each member. Note that BCBS has changed their primary care clinic codes, please begin using new PCC codes immediately. Participants staying with the same carrier and wish to change their primary care clinic must contact the carrier directly to change their primary care clinic. Primary care clinics can be changed at any time by calling the customer service number on their ID card.

**All completed enrollment forms and any changes to your group's eligibility requirements must be submitted to Innovo Benefits Administration, PEIP's administrator, by November 16, 2018.**

As the sponsor of the group insurance, you may change PEIP product options (e.g. life and dental coverages) and eligibility requirements at this time. Eligibility criteria include number of hours worked per week to be eligible, new employee waiting periods before coverage becomes effective, etc. Any changes made to your current eligibility policy must be made in writing and sent to Innovo.

Forms can be sent via Fax, secure eMail or mailed to Innovo Benefits Administration.

Secure Fax: 952-746-3108

Email: [service@innovomn.com](mailto:service@innovomn.com)

Mail: Innovo Benefits Administration  
Attn: PEIP  
7805 Telegraph Road, Suite 110  
Bloomington, MN 55438

January 1, 2019, Renewal  
September 20, 2018  
Page 3

Please forward the renewal rate information to your COBRA, Minnesota continuation, disabled, and early retiree participants (if any). If PEIP manages your COBRA, Innovo will send out the information to these participants.

We also have a video available that explains the plan choices and filling out enrollment forms at <https://youtu.be/8fzPUmAaMa4> or if you have questions, please call 952-746-3101 or 1-800-829-5601 or email [shawn@innovomn.com](mailto:shawn@innovomn.com). We look forward to another year of serving you.

Sincerely,

A handwritten signature in black ink, appearing to read "Shawn Byrne". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Shawn Byrne  
Manager

CC: MMB  
Jim Sarych - NFP

Enc: benefit charts, enrollment forms, renewal rates

**EXHIBIT A**  
**Confirmation of PEIP Coverages**  
**City of Lake Elmo**

Your group currently has the following benefits

- |   |                  |                                       |
|---|------------------|---------------------------------------|
| o | Medical Coverage | Advantage Plan Options                |
| o | Dental Coverage  | Not currently participating with PEIP |
| o | Life Coverage    | Not currently participating with PEIP |

Retiree rating structure

- o In accordance with Chapter 488, renewal rates for retirees who are under age 65 are blended with the rates for active employees. Eligible retirees currently on COBRA have been included in the retiree rate structure.
- o For retirees over age 65, individual Medicare supplement policies are available. Please call Innovo Benefits Administration at 1-800-829-5601 or contact your plan administrator for more details.

Optional coverages available for next renewal period

- |                         |                       |  |
|-------------------------|-----------------------|--|
| Basic Life:             |                       | Can be made available to all employees or locked with medical subject to evidence of insurability.   |
| Supplemental Life/AD&D: |                       | Individuals in your group can purchase supplemental life/AD&D coverage in \$5,000 increments up to a maximum of \$300,000; subject to evidence of insurability.        |
| o                       | Dependent Life:       | Dependent life insurance with \$5,000 spouse coverage and \$2,500 child coverage is also available to individuals in your group. Evidence of insurability is required. |
| o                       | Preventive Dental:    | Coverage for routine dental exams, teeth cleaning, fluoride treatment and x-rays.  |
| o                       | Comprehensive Dental: | Provides coverage for preventive, basic (fillings, extractions) and major (inlays, crowns, bridgework) treatments.   |

**EXHIBIT B**  
**City of Lake Elmo**  
**1/1/2019 Renewal Rates**  
**Advantage Plans**

**2018 vs 2019 MEDICAL RATES**

		Current Rates	Renewal Rates
Advantage High Option	Single	\$542.98	\$523.00
	Family	\$1,411.46	\$1,355.10
Advantage Value Option	Single	\$489.96	\$471.78
	Family	\$1,269.74	\$1,218.40
Advantage HSA Option	Single	\$378.16	\$364.14
	Family	\$971.26	\$930.32

**2019 DENTAL RATES**

		Monthly Rate If Employer Pays 90% or More of Cost	Monthly Rate If Employer Pays 90% or More of Cost
Preventive	Single	\$11.30	\$12.29
	Family	\$34.27	\$38.02
Comprehensive	Single	\$38.70	\$42.81
	Family	\$92.24	\$101.15

**2019 LIFE RATES**

Basic Life/AD&D		n/a
Dependent Life		\$1.18
Supplemental Life (Per Thousand)	<u>Age</u>	
	<35	\$.11
	35-39	\$.13
	40-44	\$.17
	45-49	\$.26
	50-54	\$.44
	55-59	\$.71
	60-64	\$.79
65-69	\$1.49	



CITY OF LAKE ELMO  
 JANUARY 1, 2019 PLAN SUMMARY | BASIC LIFE AND AD&D

	PENDING		PENDING	
	Reliance Standard		Alt. 1: Ochs	Alt. 2: PEIP
Class Definition	Life Amount	AD&D Amount	Life / AD&D Amount	Life / AD&D Amount
All full-time employees	\$25,000	\$25,000	\$25,000	\$50,000
<b>Age Reduction</b>				
At Age 65	Benefits reduced to 65%		Benefits reduced to 65%	
At Age 70	Benefits reduced to 40%		Benefits reduced to 40%	
At age 75	Benefits reduced to 20%		Benefits reduced to 20%	
<b>Guarantee Issue Limit</b>	Full benefit		Full benefit	
<b>Accelerated Benefits</b>	Yes		Yes	
<b>Waiver of Premium</b>	Disabled prior to age 60; 6 months of disability waiting period; coverage terminates at SSNRA		Disabled prior to age 60; 6 months of disability waiting period; coverage terminates at SSNRA or age 65.	
<b>Cost Schedule</b>	<b>Current</b>	<b>Renewal</b>	<b>Alt. 1: Ochs</b>	<b>Alt. 2: PEIP</b>
Rate per \$1000	\$0.35	\$0.35	\$0.19	
<u>AD&amp;D Rate per \$1000</u>	<u>\$0.05</u>	<u>\$0.05</u>	<u>\$0.03</u>	
Total	\$0.40	\$0.40	\$0.22	\$0.36
Monthly Premium	\$200.00	\$200.00	\$110.00	\$180.00
Annual Premium	\$2,400.00	\$2,400.00	\$1,320.00	\$2,160.00
Annual Premium difference	N/A	\$0.00	-\$1,080.00	-\$240.00
Percentage difference	N/A	0%	-45%	-10%
Renewal Date	12/31/2018	12/31/2019	12/31/2022	12/31/2019
<b>Volume</b>	<b>\$500,000</b>	<b>\$500,000</b>	<b>\$500,000</b>	<b>\$500,000</b>

*This is not meant to be a complete plan description. This is a summary meant only for illustrative purposes and is not a guarantee of current or future benefits. Consult the plan booklet for exact details.*

CITY OF LAKE ELMO  
 JANUARY 1, 2019 RENEWAL | GROUP DENTAL

Benefit Description	Current Delta Dental			Renewal Delta Dental		
	Plan 1		Plan 2	Plan 1		Plan 2
	PPO	Premier/Out of Network	Premier/Out of Network	PPO	Premier/Out of Network	Premier/Out of Network
<b>Preventive Services</b>	100%	80%	100%	100%	80%	100%
<b>Basic Services</b>	90%	50%	80%	90%	50%	80%
<b>Oral Surgery</b>						
Simple Extractions	100%	50%	80%	100%	50%	80%
Surgical Extractions	80%	80%	80%	80%	80%	80%
<b>Endodontics</b>	80%	50%	50%	80%	50%	50%
<b>Periodontics (Surgical and Non-Surgical)</b>	80%	50%	50%	80%	50%	50%
<b>Major Services</b>	50%	50%	50%	50%	50%	50%
<b>Calendar Year Maximum</b>	\$2,000	\$2,000	\$1,000	\$2,000	\$2,000	\$1,000
<b>Calendar Year Deductible</b>	None	\$25/\$75	\$50/\$150	None	\$25/\$75	\$50/\$150
<b>Waived for Preventive</b>	Yes	Yes	Yes	Yes	Yes	Yes
<b>Orthodontics</b>	N/A	N/A	N/A	N/A	N/A	N/A
<b>COST SCHEDULE</b>						
	<b>CURRENT</b>			<b>RENEWAL</b>		
Single	\$42.00			\$42.00		
Single + 1	\$81.05			\$81.05		
Family	\$110.65			\$110.65		
Percentage Increase	N/A			N/A		
Rate Guarantee Through:	12/31/2018			12/31/2019		

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CITY OF LAKE ELMO  
 JANUARY 1, 2019 PLAN SUMMARY | LONG TERM DISABILITY

			PENDING
	Reliance Standard		Alt. 1 Ochs
Elimination Period	180 days		180 days
Benefit Percentage	60%		60%
Monthly Maximum Benefit	\$9,000		\$9,000
Guarantee Issue Amount	\$9,000		\$9,000
Benefit Duration	Greater of SSNRA and Schedule		Greater of SSNRA and Schedule
Own Occupation Limitation	24 Months		24 Months following end of elimination period
Mental Illness Limitation	24 months		24 months combined with mental illness
Drug/Alcohol Limitation	24 months combined with mental illness		24 months combined with mental illness
Pre-existing Limitation	3/12		3/12
Survivor Benefit	One lump sum equal to three months of survivor benefits will be payable		One lump sum equal to three months of survivor benefits will be payable
Social Security Offset	Full Family		Not specified
Taxable Benefit	Yes		Yes
Cost Schedule	Current	Renewal	Alt. 1 Ochs
Rate per \$100 covered monthly earnings	\$0.265	\$0.265	\$0.170
Monthly Premium	\$306.70	\$306.70	\$196.75
Annual Premium	\$3,680.37	\$3,680.37	\$2,360.99
Annual Premium difference	N/A	\$0.00	-\$1,319.38
Percentage difference	N/A	0.00%	-35.85%
Volume	\$115,735	\$115,735	\$115,735
Renewal Date	12/31/2018	12/31/2019	12/31/2022

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# CITY OF LAKE ELMO

## JANUARY 1, 2019 MEDICAL RENEWAL RATES

	HIGH	VALUE	HSA			
Single	1	1	1			
Family	5	0	3			
	CURRENT			RENEWAL		
	PEIP ADVANTAGE			PEIP ADVANTAGE		
	HIGH	VALUE	HSA	HIGH	VALUE	HSA
Single	\$542.98	\$489.96	\$378.16	\$523.00	\$471.78	\$364.14
Family	\$1,411.46	\$1,269.74	\$971.26	\$1,355.10	\$1,218.40	\$930.32
<b>MONTHLY TOTAL</b>	<b>\$11,382.18</b>			<b>\$10,925.38</b>		
<b>ANNUAL PREMIUM TOTAL</b>	<b>\$136,586.16</b>			<b>\$131,104.56</b>		
<b>ANNUAL DIFFERENCE</b>	<b>N/A</b>			<b>-\$5,481.60</b>		
<b>PERCENTAGE CHANGE</b>	<b>N/A</b>			<b>-4.01%</b>		

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CITY OF LAKE ELMO

JANUARY 1, 2019 RENEWAL | SHORT TERM DISABILITY

**PENDING**

Schedule of Benefits	Reliance Standard		Alt. 1 Ochs
<b>Benefits Begin</b>			
For Injury	On the 22nd day		On the 22nd day
For Illness	On the 22nd day		On the 22nd day
<b>Benefit Percentage</b>	60%		60%
<b>Benefit Maximum</b>	\$1,400 per week		\$1,400 per week
<b>Benefit Duration</b>	23 weeks		23 weeks
	Current	Renewal	Alt. 1
Rate per \$10 of weekly benefit	\$0.275	\$0.275	\$0.31
Monthly Premium	\$436.40	\$436.40	491.94
Annual Premium	\$5,236.77	\$5,236.77	5,903.27
Annual Premium difference	N/A	\$0.00	\$666.50
Percentage difference	N/A		12.73%
<b>Volume</b>	15,869	15,869	15,869.00
<b>Renewal Date</b>	12/31/2018	12/31/2019	12/31/2020

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## STAFF REPORT

DATE: October 16, 2018  
CONSENT  
ITEM #: 11

**AGENDA ITEM:** 2018 Street Improvements – Change Order No. 2

**SUBMITTED BY:** Amanda Groh, Project Engineer

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

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**ISSUE BEFORE COUNCIL:** Should the City Council approve Change Order No. 2 for the 2018 Street Improvements?

**BACKGROUND:** Valley Paving, Inc. was awarded a construction contract on May 15, 2018 to complete the 2018 Street Improvements project. Construction is in progress.

**PROPOSAL DETAILS/ANALYSIS:** Valley Paving, Inc., has submitted a change order to address additional work completed to add a one-foot barrel section to structures where more than one-foot of adjusting rings were found. This allowed for less than one-foot of adjusting rings below the casting to meet City standards.

**FISCAL IMPACT:** This change order will increase the contract in the amount of \$2,066.87 bringing the revised construction contract to \$1,045,203.57. With this change order, the project remains within the authorized project budget and contingencies.

**RECOMMENDATION:** Staff is recommending that the City Council approve, *as part of the Consent Agenda*, Change Order No. 2 for the 2018 Street Improvements. If removed from the consent agenda, the recommended motion for the action is as follows:

***“Move to approve Change Order No. 2 for the 2018 Street Improvement Project, thereby increasing the contract amount by \$2,066.87”.***

**ATTACHMENTS:**

1. Change Order No. 2.

**CONTRACT CHANGE ORDER FORM**

CITY OF LAKE ELMO, MINNESOTA 2018 STREET IMPROVEMENTS PROJECT NO. 2017.156	<b>FOCUS</b> ENGINEERING, inc.
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CHANGE ORDER NO. 2 DATE: October 2, 2018

TO: VALLEY PAVING, INC. 8800 13TH AVE E, SHAKOPEE, MN 55379

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

**CHANGE ORDER DESCRIPTION / JUSTIFICATION:**

This change order is being processed at the direction of the City to amend the Contract to complete additional work as follows:

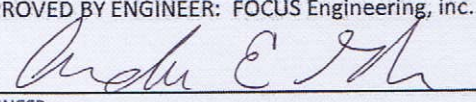
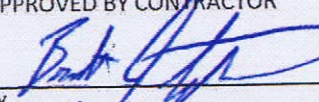
1) On storm sewer structures where more than one-foot of adjusting rings were found, a one-foot barrel section was added to the structure to allow for less than one-foot of adjusting rings below the casting, per City standard.

Attachments (list documents supporting change): None

ITEM	DESCRIPTION OF PAY ITEM	UNIT	QTY	UNIT PRICE	INCREASE/(DECREASE)
CO2-1	Storm Sewer Ring Replacement Additional Work	LS	1	\$2,066.87	\$2,066.87
<b>NET CONTRACT CHANGE</b>					<b>\$2,066.87</b>

Amount of Original Contract	\$ 1,043,136.70
Sum of Additions/Deductions approved to date (CO No. 1 )	\$ 0.00
Contract Amount to date	\$ 1,043,136.70
Amount of this Change Order (ADD) ( <del>DEDUCT</del> ) ( <del>NO CHANGE</del> )	\$ 2,066.87
Revised Contract Amount	\$ 1,045,203.57

The Contract Period for Completion will be (UNCHANGED) (~~INCREASED~~) (~~DECREASED~~) 0 days

APPROVED BY ENGINEER: FOCUS Engineering, inc.  _____ ENGINEER <u>10/3/18</u> _____ DATE	APPROVED BY CONTRACTOR  _____ BY <u>10/2/18</u> _____ DATE
APPROVED BY OWNER: CITY OF LAKE ELMO, MINNESOTA  _____ BY _____ DATE	



## STAFF REPORT

DATE: October 16, 2018

**CONSENT**

ITEM #: 12

**AGENDA ITEM:** 2018 Street Improvements – Pay Request No. 3

**SUBMITTED BY:** Amanda Groh, Project Engineer

**REVIEWED BY:** Kristina Handt, City Administrator  
Jack Griffin, City Engineer  
Chad Isakson, Assistant City Engineer

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**ISSUE BEFORE COUNCIL:** Should the City Council approve Pay Request No. 3 for the 2018 Street Improvements?

**BACKGROUND:** Valley Paving, Inc. was awarded a construction contract on May 15, 2018 to complete the 2018 Street Improvements project. Construction work is in progress. On October 2, 2018, the contractor was granted a three-week extension from their original completion date of September 21, 2018. The current substantial completion date for the project is October 12, 2018.

**PROPOSAL DETAILS/ANALYSIS:** Valley Paving, Inc., has submitted Partial Pay Request No. 3 in the amount of \$246,415.75. The request has been reviewed and payment is recommended in the amount requested. In accordance with the contract documents, the City has retained 5% of the total work completed. The amount retained is \$26,742.12.

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

**RECOMMENDATION:** Staff is recommending that the City Council approve, *as part of the Consent Agenda*, Pay Request No. 3 for the 2018 Street Improvements. If removed from the consent agenda, the recommended motion for the action is as follows:

***“Move to approve Pay Request No. 3 to Valley Paving, Inc. in the amount of \$246,415.75 for the 2018 Street Improvements project”.***

**ATTACHMENTS:**

1. Partial Pay Estimate No. 3



**PROJECT PAY FORM**

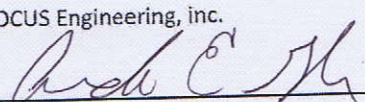
PARTIAL PAY ESTIMATE NO. <u>3</u>	<b>FOCUS</b> ENGINEERING, inc.
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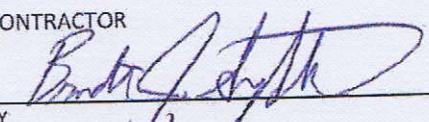
2018 STREET IMPROVEMENTS PROJECT NO. 2017.156	PERIOD OF ESTIMATE FROM <u>9/1/2018</u> TO <u>9/30/2018</u>
--	--

PROJECT OWNER: CITY OF LAKE ELMO 3800 LAVERNE AVENUE NORTH LAKE ELMO, MN 55042 ATTN: JACK GRIFFIN, CITY ENGINEER	CONTRACTOR: VALLEY PAVING, INC. 8800 13TH AVE E SHAKOPEE, MN 55379 ATTN: BRANDT SYLVESTRE, PROJECT MANAGER
--	--

CONTRACT CHANGE ORDER SUMMARY				PAY ESTIMATE SUMMARY	
No.	Approval Date	Amount			
		Additions	Deductions		
CO1	10/2/2018			1. Original Contract Amount	\$1,043,136.70
				2. Net Change Order Sum	\$0.00
				3. Revised Contract (1+2)	\$1,043,136.70
				4. *Work Completed	\$534,842.40
				5. *Stored Materials	\$0.00
				6. Subtotal (4+5)	\$534,842.40
				7. Retainage* <u>5.0%</u>	\$26,742.12
				8. Previous Payments	\$261,684.53
TOTALS		\$0.00	\$0.00	9. Amount Due (6-7-8)	\$246,415.75
NET CHANGE		\$0.00		*Detailed Breakdown Attached	

CONTRACT TIME					
START DATE:	<u>7/9/2018</u>	ORIGINAL DAYS	<u>123</u>	ON SCHEDULE	
SUBSTANTIAL COMPLETION:	<u>10/12/2018</u>	REVISED DAYS	<u>21</u>	YES	<input checked="" type="checkbox"/>
FINAL COMPLETION:	<u>11/9/2018</u>	REMAINING	<u>40</u>	NO	<input type="checkbox"/>

ENGINEER'S CERTIFICATION: The undersigned certifies that the work has been reviewed and to the best of their knowledge and belief, the quantities shown in this estimate are correct and the work has been performed in accordance with the contract documents.	FOCUS Engineering, inc.  ENGINEER <u>10/4/18</u> DATE
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CONTRACTOR'S CERTIFICATION: The undersigned Contractor certifies that to the best of their knowledge, information and belief the work covered by this payment estimate has been completed in accordance with the contract documents, that all amounts have been paid by the contractor for work for which previous payment estimates was issued and payments received from the owner, and that current payment shown herein is now due.	CONTRACTOR  BY <u>10/4/18</u> DATE
--	--

APPROVED BY OWNER: <b>CITY OF LAKE ELMO, MINNESOTA</b>	
BY _____	BY _____
DATE _____	DATE _____

ITEM	DESCRIPTION OF PAY ITEM	UNIT	CONTRACT			THIS PERIOD		TOTAL TO DATE	
			QUANTITY	UNIT PRICE	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT
<b>BASE BID</b>									
1	MOBILIZATION	LS	1	\$36,000.00	\$36,000.00	0.50	\$18,000.00	1.00	\$36,000.00
2	TRAFFIC CONTROL	LS	1	\$4,000.00	\$4,000.00	0.50	\$2,000.00	1.00	\$4,000.00
3	SILT FENCE, HAND INSTALLED	LF	500	\$4.50	\$2,250.00	0.00	\$0.00	16.00	\$72.00
4	INLET PROTECTION	EA	30	\$135.00	\$4,050.00	5.00	\$675.00	10.00	\$1,350.00
5	DITCH CHECK	EA	5	\$230.00	\$1,150.00	0.00	\$0.00	0.00	\$0.00
6	STREET SWEEPING	HR	30	\$150.00	\$4,500.00	7.00	\$1,050.00	17.00	\$2,550.00
7	CLEARING	EA	10	\$450.00	\$4,500.00	0.00	\$0.00	4.00	\$1,800.00
8	GRUBBING	EA	10	\$150.00	\$1,500.00	0.00	\$0.00	4.00	\$600.00
9	SALVAGE AND REINSTALL MAILBOX	EA	88	\$100.00	\$8,800.00	14.00	\$1,400.00	45.00	\$4,500.00
10	SAWCUT BITUMINOUS PAVEMENT	LF	1,400	\$2.00	\$2,800.00	418.00	\$836.00	480.00	\$960.00
11	SAWCUT CONCRETE PAVEMENT	LF	460	\$4.10	\$1,886.00	0.00	\$0.00	0.00	\$0.00
12	REMOVE AND DISPOSE OF EXISTING BITUMINOUS PAVEMENT (DRIVEWAY)	SY	800	\$5.50	\$4,400.00	296.00	\$1,628.00	296.00	\$1,628.00
13	REMOVE AND DISPOSE OF EXISTING CONCRETE PAVEMENT (DRIVEWAY)	SY	300	\$14.00	\$4,200.00	0.00	\$0.00	0.00	\$0.00
14	REMOVE AND DISPOSE OF EXISTING CONCRETE CURB AND GUTTER	LF	270	\$9.00	\$2,430.00	39.00	\$351.00	121.00	\$1,089.00
15	REMOVE AND DISPOSE OF MODULAR BLOCK RETAINING WALL	SF	36	\$15.00	\$540.00	0.00	\$0.00	42.00	\$630.00
16	SUBGRADE CORRECTION (CV)	CY	500	\$24.00	\$12,000.00	0.00	\$0.00	0.00	\$0.00
17	RECLAIM EXISTING BITUMINOUS AND BASE MATERIALS, 8" DEPTH	SY	32,255	\$1.40	\$45,157.00	0.00	\$0.00	30,766.00	\$43,072.40
18	HAUL EXCESS RECLAIMED MATERIAL OFF SITE (LV)	CY	2,130	\$7.00	\$14,910.00	0.00	\$0.00	2,317.00	\$16,219.00
19	SUBGRADE PREPARATION OF RECLAIMED SURFACE	RS	102	\$170.00	\$17,340.00	68.00	\$11,560.00	102.00	\$17,340.00
20	TYPE SP 12.5 BITUMINOUS NON WEARING COURSE MIXTURE (2,B) [SPNWB230B]	TN	3,630	\$49.00	\$177,870.00	0.00	\$0.00	1,006.00	\$49,294.00
21	TYPE SP 9.5 BITUMINOUS WEARING COURSE MIXTURE (2,B) [SPWEA230B]	TN	2,722	\$53.50	\$145,627.00	0.00	\$0.00	0.00	\$0.00
22	BITUMINOUS MATERIAL FOR TACK COAT	GAL	1,921	\$1.50	\$2,881.50	0.00	\$0.00	0.00	\$0.00
23	BITUMINOUS DRIVEWAY PAVEMENT	SY	800	\$21.00	\$16,800.00	296.00	\$6,216.00	296.00	\$6,216.00
24	6" CONCRETE DRIVEWAY PAVEMENT (HIGH EARLY)	SY	300	\$70.00	\$21,000.00	0.00	\$0.00	0.00	\$0.00
25	PATCH GRAVEL DRIVEWAY	TN	10	\$55.00	\$550.00	17.50	\$962.50	17.50	\$962.50
26	SAW & SEAL STREET (40' INTERVALS)	LF	6,300	\$2.32	\$14,616.00	0.00	\$0.00	0.00	\$0.00
27	B418 CONCRETE CURB & GUTTER	LF	13,810	\$11.00	\$151,910.00	10,233.00	\$112,563.00	13,103.00	\$144,193.00
28	CONCRETE RIBBON CURB	LF	6,425	\$10.00	\$64,250.00	2,544.00	\$25,440.00	6,495.00	\$64,960.00
29	SURMOUNTABLE CONCRETE CURB AND GUTTER	LF	110	\$21.00	\$2,310.00	98.00	\$2,058.00	98.00	\$2,058.00
30	CONCRETE VALLEY GUTTER	SY	40	\$72.00	\$2,880.00	46.00	\$3,312.00	46.00	\$3,312.00
31	6" CONCRETE FLUME	SF	100	\$7.00	\$700.00	45.00	\$315.00	45.00	\$315.00
32	HIGH CAPACITY CONCRETE APRON	EA	4	\$575.00	\$2,300.00	0.00	\$0.00	4.00	\$2,300.00
33	CONCRETE MATURITY TESTING	LS	1	\$2,900.00	\$2,900.00	0.50	\$1,450.00	0.50	\$1,450.00
34	PERFORATED PVC EDGE DRAIN	LF	300	\$21.00	\$6,300.00	0.00	\$0.00	0.00	\$0.00
35	DRAINTILE CLEANOUT	EA	6	\$500.00	\$3,000.00	0.00	\$0.00	0.00	\$0.00
36	REMOVE AND REPLACE CASTING AND RINGS	EA	9	\$800.00	\$8,100.00	6.00	\$5,400.00	8.00	\$7,200.00
37	REMOVE AND REPLACE 4' DIA BARREL SECTION	EA	1	\$1,500.00	\$1,500.00	3.00	\$4,500.00	3.00	\$4,500.00
38	REMOVE AND DISPOSE OF EXISTING STORM SEWER PIPE	LF	246	\$9.00	\$2,214.00	133.00	\$1,197.00	261.00	\$2,349.00
39	REMOVE AND DISPOSE OF EXISTING STORM SEWER STRUCTURE	EA	6	\$350.00	\$2,100.00	4.00	\$1,400.00	6.00	\$2,100.00
40	CONNECT TO EXISTING STORM SEWER	EA	5	\$900.00	\$4,500.00	2.00	\$1,800.00	5.00	\$4,500.00
41	2' X 3' CATCH BASIN WITH CASTING PER DETAIL 404	EA	6	\$2,400.00	\$14,400.00	2.00	\$4,800.00	6.00	\$14,400.00
42	27" DIA MH WITH CASTING	EA	1	\$2,400.00	\$2,400.00	0.00	\$0.00	1.00	\$2,400.00
43	4' DIA CBMH WITH SUMP AND CASTING PER DETAIL 405	EA	3	\$4,500.00	\$13,500.00	1.00	\$4,500.00	3.00	\$13,500.00
44	4' DIA CBMH WITH CASTING PER DETAIL 406	EA	6	\$3,100.00	\$18,600.00	4.00	\$12,400.00	6.00	\$18,600.00
45	4' DIA MH WITH CASTING PER DETAIL 409	EA	1	\$3,650.00	\$3,650.00	0.00	\$0.00	1.00	\$3,650.00
46	12" RCP STORM SEWER, CLASS 5	LF	94	\$46.00	\$4,324.00	31.00	\$1,426.00	95.00	\$4,370.00
47	15" RCP STORM SEWER, CLASS 5	LF	370	\$48.00	\$17,760.00	255.00	\$12,240.00	365.00	\$17,520.00
48	18" RCP STORM SEWER, CLASS 5	LF	112	\$56.00	\$6,272.00	48.00	\$2,688.00	109.00	\$6,104.00
49	15" RCP FLARED END SECTION INCL TRASH GUARD	EA	2	\$1,100.00	\$2,200.00	1.00	\$1,100.00	2.00	\$2,200.00
50	18" RCP FLARED END SECTION INCL TRASH GUARD	EA	3	\$1,250.00	\$3,750.00	2.00	\$2,500.00	3.00	\$3,750.00
51	CLASS 3 RIP RAP WITH FABRIC	CY	17	\$116.00	\$1,972.00	5.00	\$580.00	15.00	\$1,740.00
52	DITCH GRADING	LF	340	\$9.00	\$3,060.00	290.00	\$2,610.00	290.00	\$2,610.00
53	IMPORT AND PLACE TOPSOIL BORROW (LV)	CY	2,260	\$21.50	\$48,590.00	485.00	\$10,427.50	485.00	\$10,427.50
54	SEEDING, FERTILIZER, AND EROSION CONTROL BLANKET	SY	1,500	\$1.80	\$2,700.00	0.00	\$0.00	0.00	\$0.00
55	SODDING	SY	12,100	\$5.80	\$70,180.00	0.00	\$0.00	0.00	\$0.00
56	SALVAGE AND REINSTALL SIGN	EA	13	\$50.00	\$650.00	0.00	\$0.00	0.00	\$0.00
<b>SUBTOTAL - BASE BID</b>					<b>\$1,020,729.50</b>	<b>\$259,385.00</b>	<b>\$528,806.40</b>		
<b>ALTERNATE NO. 1</b>									
1	BITUMINOUS MIXTURE SPNWB230C IN LIEU OF SPNWB230B (ADD / DEDUCT TO BASE BID)	TN	3,630	\$6.00	\$21,780.00	0.00	\$0.00	1,006.00	\$6,036.00
2	BITUMINOUS MIXTURE SPWEA230C IN LIEU OF SPWEA230B (ADD / DEDUCT TO BASE BID)	TN	2,722	\$5.60	\$15,243.20	0.00	\$0.00	0.00	\$0.00
3	DELETE BID ITEM 25 - SAW & SEAL STREET (40' INTERVALS)	LF	-6,300	\$2.32	-\$14,616.00	0.00	\$0.00	0.00	\$0.00

ITEM	DESCRIPTION OF PAY ITEM	UNIT	CONTRACT			THIS PERIOD		TOTAL TO DATE	
			QUANTITY	UNIT PRICE	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT
					\$22,407.20		\$0.00		\$6,036.00
SUBTOTAL - ALTERNATE NO. 1									

TOTALS - BASE CONTRACT

\$1,043,136.70

\$259,385.00

\$534,842.40



## STAFF REPORT

DATE: October 16, 2018

**CONSENT**

ITEM #: 13

**AGENDA ITEM:** Old Village Phase 4 Street, Drainage, and Utility Improvements – Change Order No. 2

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

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

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**ISSUE BEFORE COUNCIL:** Should the City Council approve Change Order No. 2 for the Old Village Phase 4 Street, Drainage, and Utility Improvements?

**BACKGROUND:** A-1 Excavating, Inc. was awarded a construction contract on June 5, 2018 to complete the Old Village Phase 4 Street, Drainage, and Utility Improvements project. Construction is in progress.

**PROPOSAL DETAILS/ANALYSIS:** A-1 Excavating, Inc., has submitted a change order to address additional work being requested by the City including:

1. City staff has requested the installation of a split rail fence along the east property line of Lions Park. The fence will extend from the playground equipment south past the volleyball court.
2. Engineering is recommending use of high early concrete mix to pour commercial driveway entrances along Laverne Avenue and 36<sup>th</sup> Street to reduce the cure time from 7-days to 3-days. The use of high early concrete mix will reduce the time period that business access is closed along the street front.

**FISCAL IMPACT:** This change order will increase the contract in the amount of \$6,993.00 bringing the revised construction contract to \$1,730,255.21. With this change order, the project remains within the authorized project budget and contingencies

**RECOMMENDATION:** Staff is recommending that the City Council approve, *as part of the Consent Agenda*, Change Order No. 2 for the Old Village Phase 4 Street, Utility, and Drainage Improvements. If removed from the consent agenda, the recommended motion for the action is as follows:

***“Move to approve Change Order No. 2 for the Old Village Phase 4 Street, Drainage, and Utility Improvement Project, thereby increasing the contract amount by \$6,993.00”.***

**ATTACHMENTS:**

1. Change Order No. 2.

**CONTRACT CHANGE ORDER FORM**

**CITY OF LAKE ELMO, MINNESOTA**  
**OLD VILLAGE PHASE 4 IMPROVEMENTS**  
**PROJECT NO. 2017.157**

**FOCUS ENGINEERING, inc.**

**CHANGE ORDER NO.** 2 **DATE:** October 4, 2018

**TO:** A-1 Excavating, Inc, 408 26th Avenue PO Box 90, Bloomer, WI 54724

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

**CHANGE ORDER DESCRIPTION / JUSTIFICATION:**

This change order addresses additional work scope as requested by the City and as detailed below.

1) City staff has requested the installation a split rail fence along the east property line of Lions Park, from the playground equipment passed the volleyball court.

2) Engineering is recommending the use high early concrete mix to pour commercial driveway entrances along Layton Avenue and 36th Street to reduce cure time from 7-days to 3-days. The use of high early concrete mix will reduce the time period that business access is closed along the street front.


**Attachments (list documents supporting change):** N/A


ITEM	DESCRIPTION OF PAY ITEM	UNIT	QTY	UNIT PRICE	INCREASE/(DECREASE)
CO2-1	Split Rail Fence	LF	350	\$12.94	\$4,529.00
CO2-2	High Early Concrete Mix	CY	70	\$35.20	\$2,464.00

**NET CONTRACT CHANGE** **\$6,993.00**

Amount of Original Contract	\$	<u>1,698,744.21</u>
Sum of Additions/Deductions approved to date (CO Nos. 1)	\$	<u>24,518.00</u>
Contract Amount to date	\$	<u>1,723,262.21</u>
Amount of this Change Order (ADD) ( <del>DEDUCT</del> ) ( <del>NO CHANGE</del> )	\$	<u>6,993.00</u>
Revised Contract Amount	\$	<u>1,730,255.21</u>

The Contract Period for Completion will be (UNCHANGED) (~~INCREASED~~) (~~DECREASED~~) 0 days

APPROVED BY ENGINEER: FOCUS ENGINEERING  
  
 \_\_\_\_\_  
 ENGINEER  
10/4/2018  
 \_\_\_\_\_  
 DATE

APPROVED BY CONTRACTOR  
  
 \_\_\_\_\_  
 BY  
10/5/18  
 \_\_\_\_\_  
 DATE

APPROVED BY OWNER: CITY OF LAKE ELMO, MINNESOTA  
 \_\_\_\_\_  
 BY  
 \_\_\_\_\_  
 DATE

APPROVED BY OWNER: CITY OF LAKE ELMO, MINNESOTA  
 \_\_\_\_\_  
 BY  
 \_\_\_\_\_  
 DATE



## STAFF REPORT

DATE: October 16, 2018

CONSENT

ITEM #: 14

**AGENDA ITEM:** Old Village Phase 4 Street, Drainage & Utility Improvements – Pay Request #3.

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

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

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**ISSUE BEFORE COUNCIL:** Should the City Council approve Pay Request No. 3 for the Old Village Phase 4: Street, Drainage and Utility Improvements?

**BACKGROUND:** A-1 Excavating, Inc. was awarded a construction contract on June 5, 2018 to complete the Old Village Phase 4: Street, Drainage, and Utility Improvements. The substantial completion date for the project is October 20, 2018.

**PROPOSAL DETAILS/ANALYSIS:** A-1 Excavating, Inc., has submitted Partial Pay Request No. 3 in the amount of \$375,924.59. The request has been reviewed and payment is recommended in the amount requested. In accordance with the contract documents, the City has retained 5% of the total work completed. The amount retained is \$51,292.88.

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

**RECOMMENDATION:** Staff is recommending that the City Council approve, *as part of the Consent Agenda*, Pay Request No. 3 for the Old Village Phase 4: Street, Drainage, and Utility Improvements. If removed from the consent agenda, the recommended motion for the action is as follows:

***“Move to approve Pay Request No. 3 to A-1 Excavating, Inc. in the amount of \$375,924.59 for the Old Village Phase 4: Street, Drainage, and Utility Improvements project”.***

**ATTACHMENTS:**

1. Partial Pay Estimate No. 3.

**PROJECT PAY FORM**

PARTIAL PAY ESTIMATE NO. <u>    3    </u>	<b>FOCUS</b> ENGINEERING, inc.
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OLD VILLAGE PHASE 4 IMPROVEMENTS PROJECT NO. 2017.157	PERIOD OF ESTIMATE FROM <u>    9/1/2018    </u> TO <u>    9/30/2018    </u>
--	--

PROJECT OWNER: <b>CITY OF LAKE ELMO</b> <b>3880 LAVERNE AVENUE NORTH</b> <b>LAKE ELMO, MN 55042</b> <b>ATTN: JACK GRIFFIN, CITY ENGINEER</b>	CONTRACTOR: <b>A-1 EXCAVATING INC.</b> <b>408 26TH AVENUE PO BOX 90</b> <b>BLOOMER, WI 54724</b> <b>ATTN: AL GINGRAS</b>
--	--

CONTRACT CHANGE ORDER SUMMARY				PAY ESTIMATE SUMMARY	
No.	Approval Date	Amount			
		Additions	Deductions		
1	6/5/2018	\$24,518.00		1. Original Contract Amount	\$1,698,744.21
				2. Net Change Order Sum	\$24,518.00
				3. Revised Contract (1+2)	\$1,723,262.21
				4. *Work Completed	\$1,025,857.60
				5. *Stored Materials	\$0.00
				6. Subtotal (4+5)	\$1,025,857.60
				7. Retainage* <u>    5.0%    </u>	\$51,292.88
				8. Previous Payments	\$598,640.13
				9. Amount Due (6-7-8)	<b>\$375,924.59</b>
TOTALS		\$24,518.00	\$0.00		
NET CHANGE		\$24,518.00		*Detailed Breakdown Attached	

CONTRACT TIME					
START DATE:	<u>    7/23/2018    </u>	ORIGINAL DAYS	<u>    333    </u>	ON SCHEDULE	
SUBSTANTIAL COMPLETION:	<u>    10/20/2018    </u>	REVISED DAYS	<u>    0    </u>	YES	<input checked="" type="checkbox"/>
FINAL COMPLETION:	<u>    6/21/2019    </u>	REMAINING	<u>    264    </u>	NO	<input type="checkbox"/>

ENGINEER'S CERTIFICATION: The undersigned certifies that the work has been reviewed and to the best of their knowledge and belief, the quantities shown in this estimate are correct and the work has been performed in accordance with the contract documents.	FOCUS ENGINEERING, Inc.  _____ ENGINEER <u>    10/02/2018    </u> DATE
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CONTRACTOR'S CERTIFICATION: The undersigned Contractor certifies that to the best of their knowledge, information and belief the work covered by this payment estimate has been completed in accordance with the contract documents, that all amounts have been paid by the contractor for work for which previous payment estimates was issued and payments received from the owner, and that current payment shown herein is now due.	CONTRACTOR  BY _____ <u>    10/2/18    </u> DATE
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APPROVED BY OWNER: <b>CITY OF LAKE ELMO, MINNESOTA</b>	
_____ BY _____ DATE	_____ BY _____ DATE





ITEM	DESCRIPTION OF PAY ITEM	UNIT	CONTRACT			THIS PERIOD		TOTAL TO DATE	
			QUANTITY	UNIT PRICE	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT
79	2" Pressure Cleanout & Curbstop Assembly	EACH	1	\$2,000.00	\$2,000.00	0.00	\$0.00	1.00	\$2,000.00
80	2"x1-1/4" Fused Tee	EACH	10	\$105.00	\$1,050.00	0.00	\$0.00	10.00	\$1,050.00
81	1-1/4" Curb Stop & Box	EACH	10	\$645.00	\$6,450.00	1.00	\$645.00	10.00	\$6,450.00
82	4" PVC Sanitary Service Pipe - Sch40	LF	233	\$37.00	\$8,621.00	186.00	\$6,882.00	264.00	\$9,768.00
83	6" PVC Sanitary Service Pipe - Sch40	LF	164	\$39.00	\$6,396.00	84.00	\$3,276.00	181.00	\$7,059.00
84	1-1/4" HDPE Service Pipe	LF	335	\$36.00	\$12,060.00	38.00	\$1,368.00	297.00	\$10,692.00
85	2" HDPE Pressure Pipe	LF	625	\$32.00	\$20,000.00	0.00	\$0.00	630.00	\$20,160.00
86	Tracer Wire Box - (at property line)	EACH	22	\$85.00	\$1,870.00	0.00	\$0.00	0.00	\$0.00
87	Sanitary Sewer Manhole (10' Deep)	EACH	6	\$3,750.00	\$22,500.00	0.00	\$0.00	6.00	\$22,500.00
88	Sewer Televising	LF	1496	\$1.50	\$2,244.00	1,496.00	\$2,244.00	1,496.00	\$2,244.00
89	2" Rigid Insulation	SY	18	\$36.00	\$648.00	3.60	\$129.60	10.60	\$381.60
90	Relocate Irrigation System	LF	200	\$25.00	\$5,000.00	0.00	\$0.00	0.00	\$0.00
91	Temporary Water Service	LS	1	\$8,000.00	\$8,000.00	0.00	\$0.00	1.00	\$8,000.00
92	1" Corporation Stop	EACH	19	\$200.00	\$3,800.00	12.00	\$2,400.00	21.00	\$4,200.00
93	2" Corporation Stop	EACH	5	\$490.00	\$2,450.00	0.00	\$0.00	4.00	\$1,960.00
94	1" Curb Stop & Box	EACH	19	\$360.00	\$6,840.00	12.00	\$4,320.00	20.00	\$7,200.00
95	2" Curb Stop & Box	EACH	5	\$680.00	\$3,400.00	0.00	\$0.00	4.00	\$2,720.00
96	Connect to Existing Water Main	EACH	4	\$1,700.00	\$6,800.00	2.00	\$3,400.00	5.00	\$8,500.00
97	Connect to Existing Water Service	EACH	24	\$200.00	\$4,800.00	12.00	\$2,400.00	22.00	\$4,400.00
98	Adjust Gate Valve Box	EACH	3	\$180.00	\$540.00	0.00	\$0.00	0.00	\$0.00
99	Hydrant	EACH	8	\$4,290.00	\$34,320.00	0.00	\$0.00	7.00	\$30,030.00
100	6" Gate Valve & Box	EACH	9	\$1,300.00	\$11,700.00	1.00	\$1,300.00	9.00	\$11,700.00
101	8" Gate Valve & Box	EACH	2	\$1,650.00	\$3,300.00	1.00	\$1,650.00	5.00	\$8,250.00
102	1" Type K Copper Pipe	LF	705	\$38.00	\$26,790.00	426.00	\$16,188.00	711.00	\$27,018.00
103	2" Type K Copper Pipe	LF	170	\$45.00	\$7,650.00	0.00	\$0.00	130.00	\$5,850.00
104	6" Water Main DIP - CL 52 (Poly Encased)	LF	128	\$51.00	\$6,528.00	0.00	\$0.00	92.00	\$4,692.00
105	8" Water Main DIP - CL 52 (Poly Encased)	LF	2120	\$54.00	\$114,480.00	56.00	\$3,024.00	2,051.00	\$110,754.00
106	Water Main Fittings	LB	925	\$8.00	\$7,400.00	280.00	\$2,240.00	1,393.00	\$11,144.00
107	Random Rip-Rap, Class III (includes Geotextile Fabric)	CY	10	\$100.00	\$1,000.00	6.00	\$600.00	6.00	\$600.00
108	5" Concrete Walk	SF	1605	\$5.05	\$8,105.25	0.00	\$0.00	0.00	\$0.00
109	6" Concrete Walk - Pedestrian Ramp	SF	50	\$6.75	\$337.50	0.00	\$0.00	0.00	\$0.00
110	Epoxy-Coated Reinforcement Bars	EACH	50	\$7.40	\$370.00	0.00	\$0.00	0.00	\$0.00
111	B6 Concrete Curb	LF	400	\$24.50	\$9,800.00	0.00	\$0.00	0.00	\$0.00
112	B612 Concrete Curb & Gutter	LF	966	\$14.50	\$14,007.00	0.00	\$0.00	0.00	\$0.00
113	B618 Concrete Curb & Gutter	LF	2400	\$14.00	\$33,600.00	0.00	\$0.00	0.00	\$0.00
114	18" Concrete Ribbon Curb	LF	630	\$12.50	\$7,875.00	0.00	\$0.00	0.00	\$0.00
115	24" Concrete Edging (Pickleball Court)	LF	390	\$28.00	\$10,920.00	612.00	\$17,136.00	612.00	\$17,136.00
116	Surmountable Concrete Curb (Playground)	LF	300	\$34.00	\$10,200.00	0.00	\$0.00	0.00	\$0.00
117	6" Concrete Driveway Pavement	SY	355	\$67.00	\$23,785.00	0.00	\$0.00	0.00	\$0.00
118	8" Concrete Driveway Pavement	SY	500	\$77.00	\$38,500.00	0.00	\$0.00	0.00	\$0.00
119	6" Concrete Pavement	SY	150	\$58.00	\$8,700.00	0.00	\$0.00	0.00	\$0.00
120	Truncated Domes	SF	20	\$71.00	\$1,420.00	0.00	\$0.00	0.00	\$0.00
121	Service Cabinet	EACH	1	\$10,400.00	\$10,400.00	0.00	\$0.00	0.00	\$0.00
122	Service Equipment	EACH	1	\$5,240.00	\$5,240.00	0.00	\$0.00	0.00	\$0.00
123	Equipment Pad	EACH	1	\$1,340.00	\$1,340.00	0.00	\$0.00	0.00	\$0.00
124	Light Foundation	EACH	4	\$1,660.00	\$6,640.00	0.00	\$0.00	0.00	\$0.00
125	Install Lighting Unit	EACH	4	\$1,400.00	\$5,600.00	0.00	\$0.00	0.00	\$0.00
126	2" Non-Metallic Conduit	LF	280	\$12.40	\$3,472.00	0.00	\$0.00	0.00	\$0.00
127	Underground Wire 1/C 8 AWG	LF	950	\$2.50	\$2,375.00	0.00	\$0.00	0.00	\$0.00
128	Underground Wire 1/C 12 AWG	LF	960	\$1.45	\$1,392.00	0.00	\$0.00	0.00	\$0.00
129	Traffic Control	LS	1	\$5,500.00	\$5,500.00	0.25	\$1,375.00	0.75	\$4,125.00
130	Sign Panels, Type C	SF	36	\$60.00	\$2,160.00	0.00	\$0.00	0.00	\$0.00
131	Sign, Type Special (Street Name)	EACH	2	\$385.00	\$770.00	0.00	\$0.00	0.00	\$0.00
132	4" Solid Line White Epoxy	LF	80	\$8.80	\$704.00	0.00	\$0.00	0.00	\$0.00
133	4" Double Solid Yellow Epoxy	LF	1250	\$1.00	\$1,250.00	0.00	\$0.00	0.00	\$0.00
134	Color Coating for Pickleball Courts	LS	1	\$6,600.00	\$6,600.00	0.00	\$0.00	0.00	\$0.00
135	Pickleball Court Striping Epoxy	EACH	4	\$1,650.00	\$6,600.00	0.00	\$0.00	0.00	\$0.00
136	Pickleball Net and Post System	EACH	4	\$4,400.00	\$17,600.00	0.00	\$0.00	0.00	\$0.00
137	Silt Fence, Preamsembled	LF	360	\$3.50	\$1,260.00	40.00	\$140.00	140.00	\$490.00
138	Storm Drain Inlet Protection	EACH	8	\$150.00	\$1,200.00	0.00	\$0.00	0.00	\$0.00
139	Common Topsoil Borrow (Pulverized) (LV)	CY	2382	\$30.00	\$71,460.00	0.00	\$0.00	0.00	\$0.00
140	Sodding, Type Mineral	SY	7563	\$5.30	\$40,083.90	0.00	\$0.00	0.00	\$0.00
141	Seeding (Seed Mixture Type 33-261)	ACRE	0.06	\$10,450.00	\$627.00	0.00	\$0.00	0.00	\$0.00
142	Erosion Control Blanket Category 3N	SY	250	\$3.00	\$750.00	0.00	\$0.00	0.00	\$0.00
143	Turf Reinforcement Mat Category 1	SY	463	\$8.60	\$3,981.80	0.00	\$0.00	0.00	\$0.00
144	Sediment Control Log	LF	750	\$3.00	\$2,250.00	0.00	\$0.00	0.00	\$0.00
145	Wood Playground Chips (12" Depth)	SY	675	\$9.00	\$6,075.00	0.00	\$0.00	0.00	\$0.00
146	Wood Landscape Mulch (4" thick)	SY	45	\$5.50	\$247.50	0.00	\$0.00	0.00	\$0.00
147	Temporary Rock Construction Entrance	EACH	3	\$1,200.00	\$3,600.00	0.00	\$0.00	3.00	\$3,600.00
SUBTOTAL - DIVISION 1					\$1,698,744.21		\$371,492.10		\$1,001,639.60
<b>TOTALS - BASE CONTRACT</b>					<b>\$1,698,744.21</b>		<b>\$371,492.10</b>		<b>\$1,001,639.60</b>
<b>CHANGE ORDER NO. 1</b>									
CO1-1	18" RC Pipe Sewer, Des 3006 CL V	LF	262	\$59.00	\$15,458.00	262.00	\$15,458.00	262.00	\$15,458.00
CO1-2	Construct Drainage Struct Des. CC-48" (w/ Casting)	EACH	2	\$2,490.00	\$4,980.00	2.00	\$4,980.00	2.00	\$4,980.00
CO1-3	Construct Drainage Struct Des. CC-72" (w/ Casting)	EACH	1	\$3,780.00	\$3,780.00	1.00	\$3,780.00	1.00	\$3,780.00
CO1-4	Storm Sewer Drain Inlet Protection	EACH	2	\$150.00	\$300.00	0.00	\$0.00	0.00	\$0.00
<b>TOTALS - CHANGE ORDER NO. 1</b>					<b>\$24,518.00</b>		<b>\$24,218.00</b>		<b>\$24,218.00</b>
<b>TOTALS - REVISED CONTRACT</b>					<b>\$1,723,262.21</b>		<b>\$395,710.10</b>		<b>\$1,025,857.60</b>



## STAFF REPORT

DATE: October 16, 2018  
CONSENT  
ITEM #: 15

**AGENDA ITEM:** 201 Wastewater System – Approve Connection Request for 10975 32<sup>nd</sup> Street.

**SUBMITTED BY:** Chad Isakson, Assistant City Engineer

**REVIEWED BY:** Kristina Handt, City Administrator  
Rob Weldon, Public Works Director  
Jack Griffin, City Engineer

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**ISSUE BEFORE COUNCIL:** Should the City Council allow 10975 32<sup>nd</sup> Street to connect to the City's Village Remote C 201 wastewater system located along 32<sup>nd</sup> Street North?

**BACKGROUND AND PROPOSAL DETAILS/ANALYSIS:** City staff has received a request from Brian J Boyle SB Trust at 10975 32<sup>nd</sup> Street to connect to the City's Village Remote C 201 wastewater system located on 32<sup>nd</sup> Street on the north end of Lake Elmo. The property currently does not have an individual onsite wastewater treatment system and resides within the City's 2040 MUSA boundaries. The property is currently for sale.

The Village Remote C 201 wastewater system was originally designed to serve 5 properties, however several additional properties have connected to the system since 2002. The last property to connect was in 2012 after Washington County performed a system inspection at the City's request and found the drain field to be operating under capacity and at roughly 50% of its useful life. Staff has therefore been recommending that the Council allow connection to the Village Remote C 201 wastewater system contingent upon the property owner entering into an assessment agreement to address the future connection to municipal sanitary sewer when it becomes available.

The assessment agreement requires the property owner to acknowledge that they are responsible for all costs to make the connection, including a connection fee to the City in the amount of \$10,050. The agreement further states that the City has agreed to grant this connection as a temporary solution until the City's sanitary sewer system is extended to the property upon which time the property will be required to connect to the sanitary sewer system within six months. The property is located along 32<sup>nd</sup> Street north which is part of the Old Village Phase 5 Improvements currently scheduled in the City CIP for 2021.

The property owner has signed the assessment agreement. The connection fee was determined by indexing forward the original assessment amount that was levied to the properties in 1987 to current 2018 dollars, using the ENR construction cost index. This process is consistent with the connection fee determination for the 2012 property connection.

**FISCAL IMPACT:** The City would receive a one-time connection fee in the amount of \$10,050 and would retain its ability to fully assess the property at the time that municipal sanitary sewer is extended to the property.

**RECOMMENDATION:** Staff is recommending that the City Council approve, *as part of the Consent Agenda*, the connection request for 10975 32<sup>nd</sup> Street North to the City's Village Remote C 201 wastewater system. If removed from the consent agenda, the recommended motion for the action is as follows:

***“Move to allow 10975 32<sup>nd</sup> Street North to connect to the city's Village Remote C 201 wastewater system”.***

**ATTACHMENTS:**

1. Assessment Agreement.
2. Location Map.

---

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

**ASSESSMENT AGREEMENT**

THIS AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2018, by and between the City of Lake Elmo, a Minnesota municipality organized under the laws of the State of Minnesota (the “City”); and Brian Boyle as Trustee of the Brian J Boyle SB Trust (the “Owner”).

WITNESS:

WHEREAS, the Owner is the owner of property located at: 10975 32<sup>nd</sup> Street N., Lake Elmo, Minnesota, legally described on the attached Exhibit A (the “Property”); and

WHEREAS, the Property has a noncompliant septic system; and

WHEREAS, the Owner has requested that the Property be allowed to connect to the City’s 201 Wastewater Treatment System, Remote C located on 32<sup>nd</sup> Street North (the “System”); and

WHEREAS, the City has agreed grant this request as a temporary solution until the City’s sanitary sewer system is extended to the Property upon which time the Property will be required to connect to the sanitary sewer system; and

WHEREAS, the City Council approved this request at its meeting on October 16, 2018,

subject to the Owner paying a connection fee of \$10,050.00 and entering into this Agreement; and

NOW, THEREFORE, of the mutual promises and conditions contained herein, it is agreed by the parties hereto as follows:

1. The Owner may connect to the Property to the System upon paying the City a connection fee of \$10,050.00. Payment of the fee must be made prior to connection of the Property to the System.

2. The Owner is responsible for performing all work related to the connection and incurring all costs for constructing, extending, and connecting the Property's sanitary sewer service line to the City's three inch low pressure force main that is located within the right-of-way of 32<sup>nd</sup> Street North.

3. The Owner must retain a licensed contractor and obtain a sewer connection permit from the City before commencing the work. The sewer connection permit application must include a scaled drawing showing all work to be performed including curb stop and valve locations and must be reviewed and approved by the City Building Official. All work must be done in accordance with State Building Code requirements.

4. At such time in the future that the City notifies the Owner in writing that public sanitary sewer service is available, the Owner must, within six months of the date of the notice, connect the Property to the public sanitary sewer system. The Owner agrees that in connection with any assessment proceeding, the value conferred on the Property by the availability of public sewer shall be determined based upon the fact that no permanent septic system serves the Property and that the Property's connection to the 201 wastewater treatment system connection is temporary and would no longer be useable once sanitary sewer service is furnished to the Property.

5. Warranty of Title. The Owner warrants and represents to the City that it is the fee owner of the Property and that it has authority to execute this Assessment Agreement and agree to

the conditions hereof.

6. Binding Effect. The covenants and agreements contained in this Agreement shall bind the successors and assigns of the Owner and shall run with the Property and bind all successors in interest thereof. It is the intent of the parties hereto that this Agreement be in a form that is recordable among the land records of Washington County, Minnesota. This Agreement shall be recorded at the Owner's expense.

7. Notices. Any notice or other communication that either party wishes or must give to the other shall be deemed duly given: (i) on the date of personal delivery; or (ii) two days following mailing by certified mail, postage prepaid, return receipt requested, to the following addresses of the parties or to such other address as either party shall designate to the other in writing:

City of Lake Elmo:

City of Lake Elmo  
Attn: City Clerk  
3880 Laverne Avenue North  
Lake Elmo, MN 55042

Owner:

Brian J Boyle SB Trust  
Attn: Trustee  
10975 32nd Street North  
Lake Elmo, MN 55042

8. Governing Law. This Agreement shall be interpreted in accordance with and be governed by the laws of the State of Minnesota.

9. Entire Agreement. This Agreement sets forth the entire agreement of the parties hereto and supersedes all prior agreements and understandings between the parties with respect to the matters contained herein.

10. Amendment, Modification or Waiver. No amendment, modification, or waiver of any condition, provision, or term herein shall be valid or of any effect unless made in writing,

signed by the party or parties to be bound or by a duly authorized representative thereof and specifying with particularity the extent and nature of such amendment, modification, and waiver.

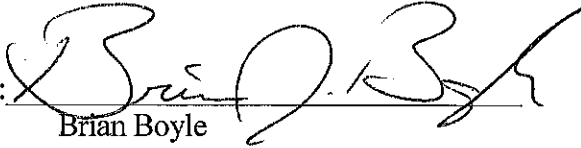
11. Termination. This Agreement shall terminate upon the Property being connected to the public sanitary sewer system and the City shall thereupon execute and deliver such document, in recordable form, as are necessary to extinguish its rights hereunder.

IN WITNESS WHEREOF, the City and the Owner have caused this Agreement to be duly executed on the day and year first above written.

[SIGNATURES ON FOLLOWING PAGES]


OWNER

**BRIAN BOYLE SB TRUST**

By:   
Brian Boyle  
Its: Trustee

STATE OF MINNESOTA        )  
  ) ss.  
COUNTY OF WASHINGTON    )

The foregoing instrument was acknowledged before me this 27<sup>th</sup> day of September 2018, by Brian Boyle, as Trustee of the Brian Boyle SB Trust on behalf of the Trust.

  
\_\_\_\_\_  
Notary Public





**CITY OF LAKE ELMO**

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

By: \_\_\_\_\_  
Julie Johnson  
Its: City Clerk

STATE OF MINNESOTA        )  
  ) ss.  
COUNTY OF WASHINGTON    )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2018, by Mike Pearson and Julie Johnson, the Mayor and City Clerk, respectively, of the City of Lake Elmo, a Minnesota municipal corporation on behalf of the City.

\_\_\_\_\_  
Notary Public

This document was drafted by:

Kennedy & Graven, Chartered (SJS)

470 U.S. Bank Plaza  
200 South Sixth Street  
Minneapolis, MN 55402  
(612) 337-9300

## EXHIBIT A

### Legal Description of the Property

Lot 11, Block 1, Lake Elmo Park, Washington County, Minnesota, except that part described as follows:

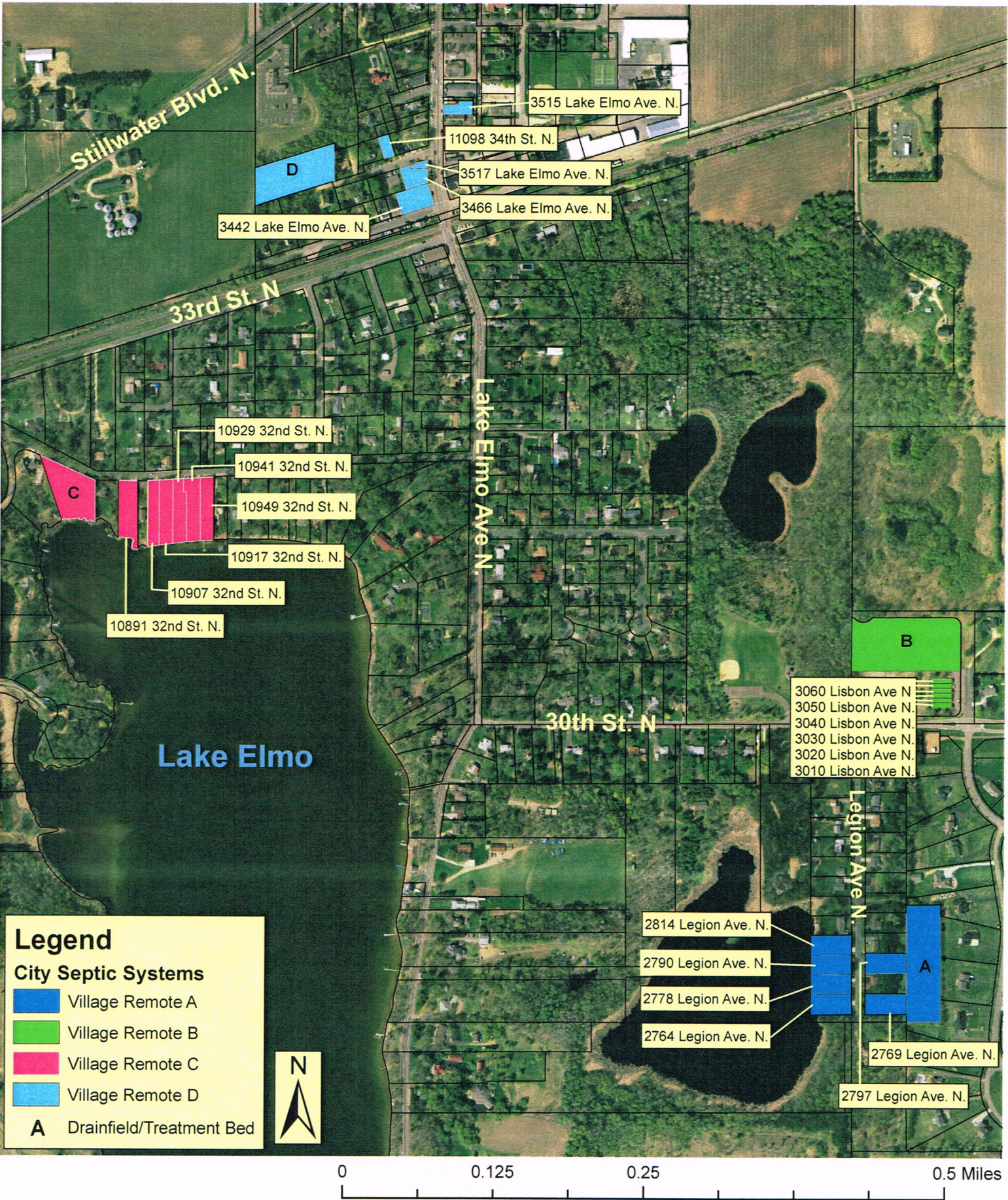
Commencing at an half inch pipe at the Northwest corner of said Lot 11, thence South 00 degrees, 11 minutes, 05 seconds East (bearing based on Washington County Coordinate System, NAD83 1996 adjustment), along the West line of said Lot 11, a distance of 145.28 feet to the point of beginning of the parcel to be described, thence North 89 degrees, 41 minutes, 58 seconds East a distance of 3.50 feet, thence South 00 degrees, 11 minutes, 05 seconds East a distance of 39.00 feet; thence South 89 degrees, 41 minutes, 58 seconds West a distance of 3.50 feet to said west line of Lot 11, thence North 00 degrees, 11 minutes, 05 seconds West along said West line, a distance of 39.00 feet to the point of beginning.

AND

That part of Lot 12, Block 1, Lake Elmo Park, Washington County, Minnesota, described as follows:

Beginning at an half inch iron pipe at the Northeast corner of said Lot 12; thence South 00 degrees, 11 minutes, 05 seconds East (bearing based on Washington County Coordinate System, NAD83 1996 adjustment), along the East line of said Lot 12, a distance of 145.28 feet, thence South 89 degrees, 48 minutes, 55 seconds West a distance of 0.94 feet; thence North 00 degrees, 11 minutes, 05 seconds West a distance of 145.21 feet to the North line of said Lot 12; thence North 85 degrees, 35 minutes, 16 seconds East, along said North line, a distance of 0.95 feet to the point of beginning.

# Lake Elmo Village Area Public Septic





## STAFF REPORT

DATE: October 16, 2018  
CONSENT #16

**AGENDA ITEM:** Kwik Trip LOC Release

**SUBMITTED BY:** Kristina Handt, City Administrator

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### **BACKGROUND:**

In 2015, Kwik Trip provided the City of Lake Elmo with a Letter of Credit (LOC) in the amount of \$104,971.25 for construction and landscaping improvements at their Hudson Blvd and Keats Ave location.

### **ISSUE BEFORE COUNCIL:**

Should the Council release the Letter of Credit for Kwik Trip?

### **PROPOSAL:**

All construction punch list items have been completed. An inspection was recently completed which found that the landscaping required by the development had been completed and maintained through the two year warranty period. Given that there are no outstanding issues to address, staff is recommending the Letter of Credit is released.

### **FISCAL IMPACT:**

\$104,971.25 LOC will be returned.

### **OPTIONS:**

- 1) Approve the Letter of Credit release for Kwik Trip
- 2) Amend the Letter of Credit reduction for Kwik Trip
- 3) Do not release the Letter of Credit for Kwik Trip

### **RECOMMENDATION:**

If removed from the consent agenda:

***“Motion to release the Letter of Credit for Kwik Trip.”***

### **ATTACHMENTS:**

- None



## STAFF REPORT

DATE: 10/16/2018

ITEM #: 17

**TO:** City Council

**FROM:** Rob Weldon, Public Works Director

**AGENDA ITEM:** Purchase of John Deere Gator

**REVIEWED BY:** Kristina Handt, City Administrator  
Sue Iverson, Finance Director

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**BACKGROUND:** Included in the adopted 2018 Capital Improvement Plan is the replacement of the current 2003 Cushman Haulster operated by the Public Works Department. This piece of equipment is utilized in the city parks system to groom baseball fields, playground maintenance and general park maintenance.

**ISSUE BEFORE COUNCIL:** Does the City Council approve replacement of the 2003 Cushman Haulster?

**PROPOSAL DETAILS/ANALYSIS:** Do to age, repairs and unreliability Public Works has determined that its Cushman utility vehicle is need in of replacement. This vehicle is used daily in the summer by both seasonal and fulltime staff to maintain the city park system. Key uses for this piece of equipment are baseball field grooming, playground maintenance and general park maintenance. Public Works staff has equipped the existing, and plan to equip the replacement unit with a ballfield groomer, tank for spot weed treatments, and racks for weed and tree trimming tools.

Staff has researched and demoed several new utility vehicles in an effort to determine which will meet the department's needs. After careful consideration staff feels that a John Deere Pro-Gator is well suited to meet the needs for park and other public works maintenance activities.

**FISCAL IMPACT:** Cost of the John Deere Pro-Gator and Rahn Grooming Equipment will be paid for out of the Capital Outlay Program for an amount not to exceed \$25,000. Approximate cost breakdown is as follows.

- \$18,408.88 = Pro Gator (includes \$4,496 for Cushman trade)
- \$2,594.12 = Rahn Grooming Equipment

**OPTIONS:**

- Approve Purchase of Pro Gator and Rahn Grooming Equipment
- Deny Purchase of Pro Gator and Rahn Grooming Equipment
- Table for further discussion

**RECOMMENDATION:**

***“Motion to approve the purchase of a John Deere Pro Gator and Rahn Grooming Equipment from Frontier Ag and Turf (Sourcewell Cooperative Purchasing), for an amount not to exceed \$25,000”***

**ATTACHMENTS:**

- Pro Gator Quote - Frontier Ag and Turf (Sourcewell Cooperative Purchasing)
- Rahn Grooming Equipment Quote – Frontier Ag and Turf
- Turfweks/Jacobson - Quote

# TurfWerks

Egan, MN - Johnston, IA - Omaha, NE - St Louis, MO

## Equipment Quote

<b>Customer Name</b>	City of Lake Elmo	<b>Date</b>	8/29/2018
<b>Account Number</b>		<b>Ship Address</b>	
<b>Contact Person</b>	Rob Weldon & Jamie Colemer	<b>City</b>	Lake Elmo
<b>Phone Number</b>	651.747.3941	<b>State</b>	MN
<b>Mobile Number</b>		<b>Zip Code</b>	
<b>Fax Number</b>		<b>Email Address</b>	<a href="mailto:RWeldon@lakeelmo.org">RWeldon@lakeelmo.org</a>

**PO Number:** X \_\_\_\_\_ **Quote Expires:** 9/28/2018

**Deliver Date:** X \_\_\_\_\_ **Special Terms:** NJPA/Sourcwell Contract Pricing

MODEL #	QTY	PRODUCT DESCRIPTION	UNIT PRICE	TOTAL
666485G01	1	NEW Jacobsen Truckster XD 2WD; Gas	\$20,161.30	\$ 20,161.30
4317494	1	4 Post ROPS	\$319.68	\$ 319.68
4331487	1	Canopy	\$533.54	\$ 533.54
4348346	1	Mirror Kit	\$235.32	\$ 235.32
4334606	1	Premium Suspension Seats	\$354.46	\$ 354.46
4300891	1	66" Heavy Duty Box & Tailgate	\$1,904.76	\$ 1,904.76
4294631	1	Rear Hitch	\$384.80	\$ 384.80
4338587	1	Turn Signals	\$210.16	\$ 210.16
			\$	-
		<b>Truck Sub Total:</b>	<b>\$24,104.02</b>	\$ -
			\$	-
CT GL650 XD-C	1	Rahn Groomer w/ Heavy Duty & Spring Tine Scarifiers	\$2,995.00	\$ 2,995.00
			\$	-
		<b>Truck &amp; Groomer Sub Total:</b>	<b>\$27,099.02</b>	\$ -
			\$	-
			\$	-
			\$	-
		Trade Option:	\$	-
	1	2003 Cushman Truckster	<b>-\$1,000.00</b>	<b>\$(1,000.00)</b>
			\$	-
		<b>Truck &amp; Groomer LESS Trade Total:</b>	<b>\$26,099.02</b>	\$ -
			\$	-
			\$	-
			\$	-
			\$	-
			\$	-
			\$	-
			\$	-
			\$	-
			\$	-
			\$	-
<b>Notes</b>			<b>Subtotal</b>	
Applicable Taxes Not Included			<b>Sales Tax</b>	\$ -
Standard Manufactures Warranty			<b>TOTAL</b>	\$ -
Freight, Setup & Delivery Included				

NJPA/Sourcwell Contract Number: 062117-JSC  
 City of Lake Elmo NJPA/Sourcwell ID Number: 28866



**Adam Hoffman - Territory Sales Manager - 612.802.3149 - ahoffman@turfwerks.com**  
**1710 Alexander Road, Egan, MN 55121**

Quote Id: 17838636

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**ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):**

Deere & Company  
2000 John Deere Run  
Cary, NC 27513  
FED ID: 36-2382580; DUNS#: 60-7690989

**ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:**

Frontier Ag & Turf  
12040 Point Douglas Dr South  
Hastings, MN 55033  
651-437-7747  
patb@frontieragturf.com

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Prepared For:

**City Of Lake Elmo**



**Proposal For:**

**Delivering Dealer:**

Bruce Speirs

Frontier Ag & Turf  
12040 Point Douglas Dr South  
Hastings, MN 55033

651-437-7747  
patb@frontieragturf.com

**Quote Prepared By:**

BRUCE SPEIRS  
651-319-2547  
bruces@frontieragturf.com



**ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):**

 Deere & Company  
 2000 John Deere Run  
 Cary, NC 27513  
 FED ID: 36-2382580; DUNS#: 60-7690989

**ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:**

 Frontier Ag & Turf  
 12040 Point Douglas Dr South  
 Hastings, MN 55033  
 651-437-7747  
 patb@frontieragturf.com

### Quote Summary

**Prepared For:**

 City Of Lake Elmo  
 3445 Ideal Ave N  
 Lake Elmo, MN 55042  
 Business: 651-747-3941  
 RWELDON@LAKEELMO.ORG

**Delivering Dealer:**
**Frontier Ag & Turf**  
 Bruce Speirs  
 12040 Point Douglas Dr South  
 Hastings, MN 55033  
 Phone: 651-437-7747  
 Mobile: 651-319-2547  
 bruces@frontieragturf.com

<b>Quote ID:</b>	17838636
<b>Created On:</b>	19 July 2018
<b>Last Modified On:</b>	03 October 2018
<b>Expiration Date:</b>	26 October 2018

Equipment Summary	Suggested List	Selling Price	Qty	=	Extended
JOHN DEERE MY17 ProGator 2020A (Gas)	\$ 30,138.00	\$ 22,904.88	1	=	\$ 22,904.88
<b>Contract:</b> Sourcewell Grounds Maintenance 062117-DAC (PG NB CG 70)					
<b>Price Effective Date:</b> July 19, 2018					

<b>Equipment Total</b>	<b>\$ 22,904.88</b>
------------------------	---------------------

Trade In Summary	Qty	Each	Extended
2003 CUSHMAN HAULSTER - 0000002125338	1	\$ 4,496.00	\$ 4,496.00
PayOff			\$ 0.00
Total Trade Allowance			\$ 4,496.00
<b>Trade In Total</b>			<b>\$ 4,496.00</b>

\* Includes Fees and Non-contract items

**Quote Summary**

Equipment Total	\$ 22,904.88
Trade In	\$ (4,496.00)
<b>SubTotal</b>	<b>\$ 18,408.88</b>
Est. Service	\$ 0.00
Agreement Tax	
<b>Total</b>	<b>\$ 18,408.88</b>
Down Payment	(0.00)

Salesperson : X \_\_\_\_\_

Accepted By : X \_\_\_\_\_

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**ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):**

Deere & Company  
2000 John Deere Run  
Cary, NC 27513  
FED ID: 36-2382580; DUNS#: 60-7690989

**ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:**

Frontier Ag & Turf  
12040 Point Douglas Dr South  
Hastings, MN 55033  
651-437-7747  
patb@frontieragturf.com

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Rental Applied	(0.00)
<b>Balance Due</b>	<b>\$ 18,408.88</b>

Salesperson : X \_\_\_\_\_

Accepted By : X \_\_\_\_\_

# Selling Equipment

Quote Id: 17838636      Customer Name: CITY OF LAKE ELMO

**ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):**

Deere & Company  
2000 John Deere Run  
Cary, NC 27513  
FED ID: 36-2382580; DUNS#: 60-7690989

**ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:**

Frontier Ag & Turf  
12040 Point Douglas Dr South  
Hastings, MN 55033  
651-437-7747  
patb@frontieragturf.com

## JOHN DEERE MY17 ProGator 2020A (Gas)

**Contract:** Sourcewell Grounds Maintenance 062117-DAC  
(PG NB CG 70)

**Suggested List \***  
\$ 30,138.00

**Price Effective Date:** July 19, 2018

**Selling Price \***  
\$ 22,904.88

\* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
1404TC	MY17 ProGator 2020A (Gas)	1	\$ 27,265.00	24.00	\$ 6,543.60	\$ 20,721.40	\$ 20,721.40
<b>Standard Options - Per Unit</b>							
001A	US/Canada	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
1139	Standard Front Tires 23x10.5-12 (4 PR)	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
1159	Standard Rear Tires 26x12-12 (4 PR)	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
1190	2WD Traction Unit	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
2200	Factory Installed Auxiliary Hydraulics	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
9772	Turn Signal Kit	1	\$ 228.00	24.00	\$ 54.72	\$ 173.28	\$ 173.28
9776	Cargo Box	1	\$ 1,975.00	24.00	\$ 474.00	\$ 1,501.00	\$ 1,501.00
9837	Canopy with rear view mirror kit	1	\$ 670.00	24.00	\$ 160.80	\$ 509.20	\$ 509.20
<b>Standard Options Total</b>			<b>\$ 2,873.00</b>		<b>\$ 689.52</b>	<b>\$ 2,183.48</b>	<b>\$ 2,183.48</b>
<b>Value Added Services Total</b>			<b>\$ 0.00</b>			<b>\$ 0.00</b>	<b>\$ 0.00</b>
<b>Suggested Price</b>						<b>\$ 22,904.88</b>	
<b>Total Selling Price</b>			<b>\$ 30,138.00</b>		<b>\$ 7,233.12</b>	<b>\$ 22,904.88</b>	<b>\$ 22,904.88</b>

# Trade-in

**Quote Id:** 17838636

**Customer Name:** CITY OF LAKE ELMO

**ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):**

Deere & Company  
2000 John Deere Run  
Cary, NC 27513  
FED ID: 36-2382580;  
DUNS#: 60-7690989

**2003 CUSHMAN HAULSTER**

**SN# 0000002125338**

**Machine Details**

Description	Net Trade Value
2003 CUSHMAN HAULSTER SN# 0000002125338 Your Trade In Description	\$ 4,496.00
<b>Total</b>	<b>\$ 4,496.00</b>

Quote Id: 17842503

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Prepared For:  
**City Of Lake Elmo**



Prepared By: **Bruce Speirs**

Frontier Ag & Turf  
12040 Point Douglas Dr South  
Hastings, MN 55033

Tel: 651-437-7747  
Mobile Phone: 651-319-2547  
Fax: 651-437-3483  
Email: [bruces@frontieragturf.com](mailto:bruces@frontieragturf.com)

Date: 19 July 2018

Offer Expires: 26 October 2018

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*Confidential*

**Quote Summary**

**Prepared For:**

City Of Lake Elmo  
 3445 Ideal Ave N  
 Lake Elmo, MN 55042  
 Business: 651-747-3941  
 RWELDON@LAKEELMO.ORG

**Prepared By:**

Bruce Speirs  
 Frontier Ag & Turf  
 12040 Point Douglas Dr South  
 Hastings, MN 55033  
 Phone: 651-437-7747  
 Mobile: 651-319-2547  
 bruces@frontieragturf.com

**Quote Id:** 17842503  
**Created On:** 19 July 2018  
**Last Modified On:** 03 October 2018  
**Expiration Date:** 26 October 2018

<b>Equipment Summary</b>	<b>Suggested List</b>	<b>Selling Price</b>	<b>Qty</b>	<b>Extended</b>
RAHN HYD. INFIELD GROOMER WITH HD SCARIFIER AND SPRING TINES	\$ 2,876.50	\$ 2,594.12 X	1 =	\$ 2,594.12
<b>Equipment Total</b>				<b>\$ 2,594.12</b>

**Quote Summary**

Equipment Total	\$ 2,594.12
SubTotal	\$ 2,594.12
Est. Service Agreement Tax	\$ 0.00
Total	\$ 2,594.12
Down Payment	(0.00)
Rental Applied	(0.00)
<b>Balance Due</b>	<b>\$ 2,594.12</b>

Salesperson : X \_\_\_\_\_

Accepted By : X \_\_\_\_\_

**Quote Id:** 17842503

**Customer:** CITY OF LAKE ELMO

<b>RAHN HYD. INFIELD GROOMER WITH HD SCARIFIER AND SPRING TINES</b>				
<b>Hours:</b>	0			<b>Suggested List</b>
<b>Stock Number:</b>				\$ 2,876.50
				<b>Selling Price</b>
				\$ 2,594.12
<b>Code</b>	<b>Description</b>	<b>Qty</b>	<b>Unit</b>	<b>Extended</b>
JDGL6509G-C	HYD. INFIELD GROOMER WITH HD SCARIFIER AND SPRING TINES	1	\$ 2,576.50	\$ 2,576.50
<b>Other Charges</b>				
	Setup	1	\$ 300.00	\$ 300.00
	<b>Other Charges Total</b>			<b>\$ 300.00</b>
	<b>Suggested Price</b>			<b>\$ 2,876.50</b>
<b>Customer Discounts</b>				
	<b>Customer Discounts Total</b>		<b>\$ -282.38</b>	<b>\$ -282.38</b>
<b>Total Selling Price</b>				<b>\$ 2,594.12</b>



## STAFF REPORT

DATE: October 16, 2018  
CONSENT #18

**AGENDA ITEM:** Granting Utility Easement - Xcel

**SUBMITTED BY:** Ben Prchal, City Planner

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### **BACKGROUND:**

An easement is needed so that utilities can be properly routed and maintained for the property located at 11180 50<sup>th</sup>. The service was incorrectly placed on City property. Because of this, Xcel is looking to have the proposed easement approved so appropriate access to service the lines will be available. Though this discussion and easement was brought to the attention of the City by Xcel the easement will not be exclusive to them. It will remain open to other utilities for use as they are needed.

### **ISSUE BEFORE COUNCIL:**

Does Council approve of creating the discussed easement?

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

Throughout the drafting of the easement it was made very clear that Lake Elmo would not and does not intend to be liable for costs association with the relocation of the lines if that would become required. The Easement essentially provides the right for utility services to perform maintenance work as it becomes necessary. The intended easement will be following the City's Right-Of-Way ordinance.

### **OPTIONS:**

- 1) Approve creation of the utility easement.
- 2) Deny the creation of the utility easement.

### **RECOMMENDATION:**

If removed from the Consent Agenda:

***Motion to Approve Declaration of Easement***

### **ATTACHMENTS:**

- Declaration



## DECLARATION OF PUBLIC EASEMENT

THIS DECLARATION OF PUBLIC EASEMENT (the “Declaration”) is made this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by the City of Lake Elmo, a municipal corporation under the laws of the State of Minnesota (the “Declarant”).

### Recitals

- A. Declarant is the fee owner of the property located in Washington County Minnesota (the “Property”) and legally described on Exhibit A attached hereto.
- B. Declarant wishes to establish a perpetual, non-exclusive public easement for utility purposes as made part of the rights-of-way pursuant to Minn. Stat. § 237.162, subd. 3, the City right-of-way management ordinance and other applicable law, for the construction, installation, operation, and maintenance of Facilities owned or controlled by a Right-of-Way User as defined in Minnesota Rules chapter 7819, across, over, and under the portions of the Property legally described on the attached Exhibit B and depicted on the attached Exhibit C (the “Easement Area”).

### Declaration

Now, therefore, the Declarant hereby declares that the Property shall be held, sold, and conveyed subject to the following utility easement, which shall inure to the benefit of the City of Lake Elmo (the “City”):

1. Public Easement. The Property shall be subject to a perpetual, non-exclusive public easement for utility purposes, including the construction, installation, operation, inspection, repair, replacement, removal and maintenance of Facilities.
2. Scope of Easement Rights. The perpetual, non-exclusive utility easement granted herein is subject to the City right-of-way management ordinance and other applicable law, and includes the right of Right of Way Users with Facilities permitted therein or thereon, including the City, their

contractors, agents, and employees to enter the premises at all reasonable times for the purpose of locating, constructing, reconstructing, operating, maintaining, inspecting, altering and repairing the Facilities in the Easement Area.

The easement granted herein also includes the right to cut, trim, or remove from the Easement Area such improvements, trees, shrubs, or other vegetation, and to prohibit obstructions and grading alterations as in the City's judgment unreasonably interfere with the easements or the function of the Facilities located therein.

3. Easement to Run with Land; No Merger. The easement created herein shall run with the land and be binding on all parties having any right, title, or interest in the Property, their heirs, successors, and assigns. The Declarant intends that the easement created herein shall not merge into Declarant's title to the Property and that any future conveyance of the Property by the Declarant shall be subject to this Declaration of Easement unless the instrument of conveyance expressly states an intention to terminate this Declaration of Easement.

4. Amendment; Modification; Termination. This Declaration may not be amended, modified, or terminated without the consent of the City.

*[Signature page to follow]*

CITY OF LAKE ELMO

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

By: \_\_\_\_\_  
Julie Johnson  
Its: City Clerk

STATE OF MINNESOTA )  
 ) ss.  
COUNTY OF WASHINGTON )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2018, by Mike Pearson and Julie Johnson, the Mayor and the City Clerk of the City of Lake Elmo, a municipal corporation under the laws of Minnesota, on behalf of the municipal corporation, Declarant.

\_\_\_\_\_  
Notary Public

NOTARY STAMP OR SEAL

THIS INSTRUMENT DRAFTED BY:

Kennedy & Graven, Chartered (SJS)  
470 U.S. Bank Plaza  
200 South Sixth Street  
Minneapolis, MN 55402  
(612) 337-9300

**EXHIBIT A TO  
PUBLIC EASEMENT**

Legal Description of the Property

The South 208.71 feet of the West 288.71 feet of the following described property:

The Southwest Quarter of the Southwest Quarter except the west 660 feet thereof, Section 1, Township 29, Range 21, according to the United States Government Survey thereof and situated in Washington County, Minnesota.

**EXHIBIT B TO  
PUBLIC EASEMENT**

Permanent Easement Legal Description

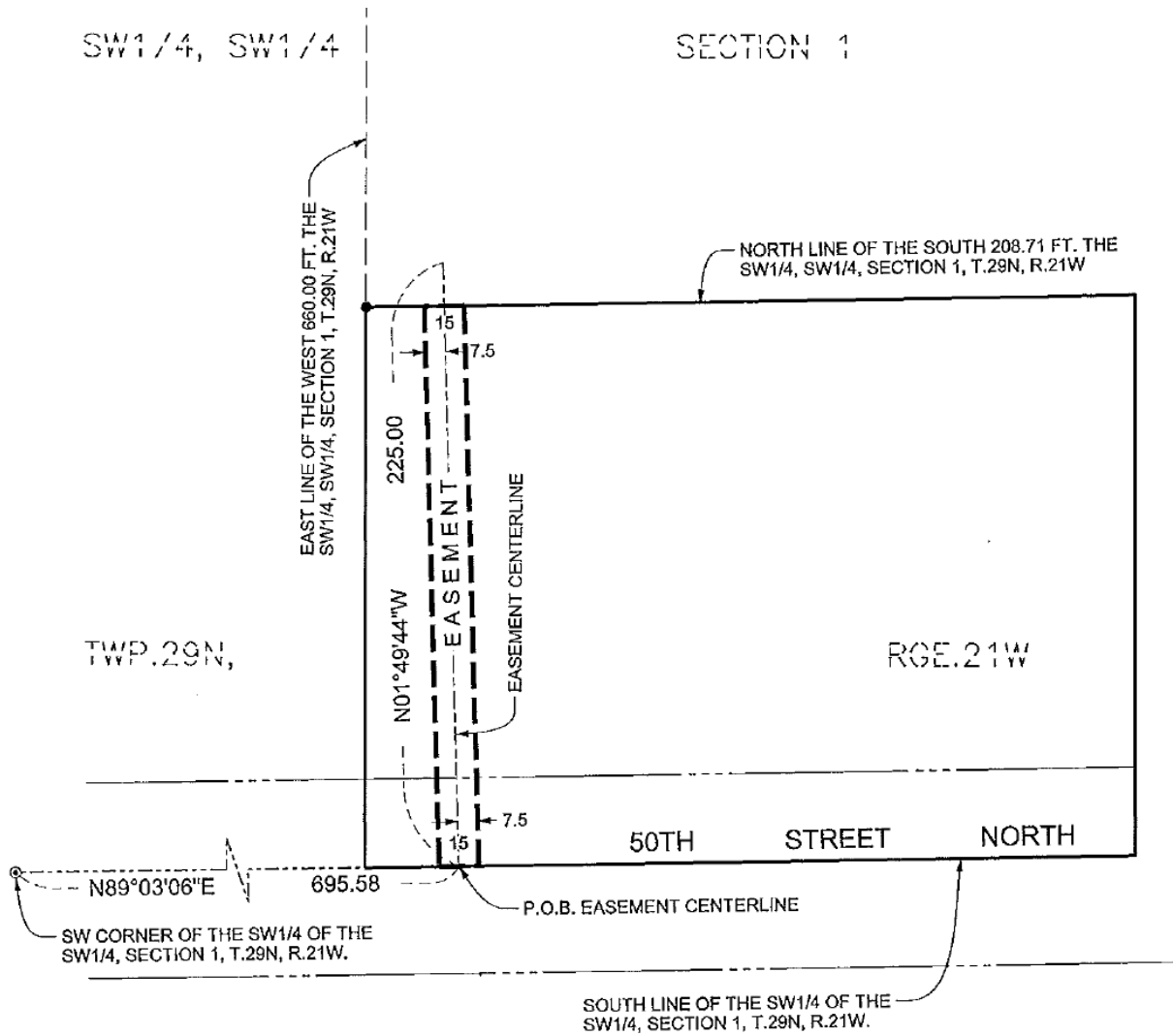
A 15.00 foot wide permanent easement for utility purposes over, under and across the above defined property, which lies within 7.50 feet on each side of the following described centerline:

Commencing at the southwest corner of the Southwest Quarter of the Southwest Quarter of Section 1, Township 29 North, Range 21 West; thence North 89 degrees 03 minutes 06 seconds East 695.58 feet along the south line of said Southwest Quarter of the Southwest Quarter to the point of beginning of the centerline to be described; thence North 01 degrees 49 minutes 44 seconds West 225.00 feet and said centerline there terminating.

The side lines of said easement are intended to be prolonged or shortened to terminate on the south line of said Southwest Quarter of the Southwest Quarter.

**EXHIBIT C TO  
PUBLIC EASEMENT**

Depiction of the Easement Area



● DENOTES FOUND PROPERTY IRON

I HEREBY CERTIFY THAT THIS SURVEY, PLAN, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF MINNESOTA.

*Michael E. Cannon*  
MICHAEL E. CANNON LIC. NO. 40035

DIST: WYOMING  
SEC. 1, T.29N., R.21W., 4TH P.M.  
CO.: WASHINGTON

DATE 5-24-18



## STAFF REPORT

DATE: October 16, 2018

**PUBLIC HEARING**

ITEM # 19

**AGENDA ITEM:** 2018 Street Improvements – Assessment Hearing on Improvements and Adopting the Final Assessment Roll

**SUBMITTED BY:** Jack Griffin, City Engineer  
**REVIEWED BY:** Kristina Handt, City Administrator  
Sue Iverson, Finance Director  
Sarah Sonsalla, City Attorney  
Chad Isakson, Project Engineer

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**ISSUE BEFORE COUNCIL:** Should the City Council hold the final assessment hearing for the 2018 Street Improvements and, after closing the hearing, adopt the final assessment roll?

**BACKGROUND:** On September 18, 2018, the City Council approved a Resolution declaring the costs to be assessed, ordering the preparation of the proposed assessment, and calling for the hearing on proposed assessment for the 2018 Street Improvements. Mailed notice has been provided to each assessed property and notice of the public hearing has been published in the local paper.

**PROPOSAL DETAILS/ANALYSIS:** Pursuant to Minnesota Statutes, Section 429 the Council must declare the amount to be assessed against the benefitting properties and the hearing on the proposed assessment for these improvements must be conducted. Staff has attached a Final Assessment Roll which must be certified to the County Auditor by November 30, 2018.

The Final Assessment Roll has been calculated based on the estimated final project cost to completion and in accordance with the City's Special Assessment Policy. The estimated final total project cost at completion is \$1,252,000; an increase over the feasibility report cost of \$1,229,000. The table below summarizes the preliminary unit assessment from the feasibility report and the proposed final unit assessment.

In accordance with the assessment policy there are two properties along the project that are being assessed 50% of the unit assessment because they have a driveway access to two different streets and will be assessed for improvements to each street project. Two other properties are proposed to be assessed 2 unit assessments because the properties could be subdivided under their current zoning and land use designations. The attached final assessment roll details the proposed assessment for each parcel.

The estimated total project cost is \$1,252,000. The tables below summarize the preliminary unit assessments from the feasibility report and the proposed final unit assessments based on total project costs and the Adopted Feasibility Report recommendations. The attached final assessment roll details the proposed assessment for each parcel. In accordance with the City assessment policy there is one property along the project that is being assessed 50% of the unit assessment because they have a driveway access to two different streets and will be assessed for improvements to each street project. One other property is proposed to be assessed 2-unit assessments because the property could be subdivided under their current zoning and land use designations.

Table 1: Assessment Comparison

	<b>Feasibility Report Unit Assessment</b>	<b>Proposed Final Unit Assessment</b>
2018 Streets Improvements – <i>(Residential Properties)</i>	\$5,000	\$5,000

\*Assessments for street improvements are being levied over 15 years.

**FISCAL IMPACT:** The total project cost is \$1,252,000 with \$377,500 paid through special assessments and the remaining \$874,500 paid through the general tax levy. Holding the final assessment hearing follows state statute for assessing benefitting properties and adopting the final assessment roll finalizes the special assessments to be levied for the improvements.

**RECOMMENDATION:** Staff is recommending that the City Council approve a resolution Adopting the Final Assessment Roll for the 2018 Street Improvements. The recommended motion for this action is as follows:

***“Move to approve Resolution No. 2018-118, Adopting the Final Assessment Roll for the 2018 Street Improvements.”***

**ATTACHMENTS:**

1. Resolution Adopting the Final Assessment Roll on Street Improvements.
2. Notice of Hearing on Proposed Assessment.
3. Final Assessment Roll.



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

**RESOLUTION NO. 2018-118  
A RESOLUTION ADOPTING THE FINAL ASSESSMENT ROLL FOR  
THE 2018 STREET IMPROVEMENTS**

**WHEREAS**, pursuant to proper notice duly given as required by law, the Council has met and heard and passed upon all objections to the proposed assessment for the 2018 Street Improvements including street, drainage and utility improvements of Jane Road North from Lake Jane Trail North to Jamaca Avenue North, Jane Court North from Jane Road North to end of cul-de-sac, Jamaca Avenue North from Jane Road North to Jamaca Avenue North, Jerome Avenue North from 49<sup>th</sup> Street North to 53<sup>rd</sup> Street North, Jerome Avenue Court North from Jerome Avenue North to end of cul-de-sac, and 53<sup>rd</sup> Street North from Jamaca Boulevard North to 9480 53<sup>rd</sup> Street North.

**NOW, THEREFORE, BE IT RESOLVED,**

1. Such proposed assessment, a copy of which is attached hereto and made a part hereof, is hereby accepted and shall constitute the special assessment against the lands named therein, and each tract of land therein included is hereby found to be benefited by the proposed improvement in the amount of the assessment levied against it.
2. Such assessment shall be payable in equal annual installments extending over 15 years, the first of the installments to be payable on or before the first Monday in January 2019, and shall bear interest at the rate of 4.00% percent per annum from the date of the adoption of the assessment resolution. To the first installment shall be added interest on the entire assessment from the date of this resolution until December 31, 2018. To each subsequent installment, when due, shall be added interest for one year on all unpaid installments.
3. The owner of any property so assessed may, at any time prior to the certification of the assessment to the county auditor, pay the whole of the assessment on such property, with the interest accrued to the date of payment, to the City Clerk, except that no interest shall be charged if the entire assessment is paid within 30 days from the adoption of this resolution; and he/she may, at any time thereafter, pay to the City Clerk the entire amount of the assessment remaining unpaid, with interest accrued to December 31 of the year in which such payment is made. Such payment must be made before November 15 or interest will be charged through December 31 of the next succeeding year.
4. The City Clerk shall forthwith transmit a certified duplicate of this assessment to the County Auditor to be extended on the property tax lists of the county. Such assessments shall be collected and paid over in the same manner as other municipal taxes.

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

**CITY OF LAKE ELMO**

(Seal)  
ATTEST:

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

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

**CITY OF LAKE ELMO  
NOTICE OF HEARING ON PROPOSED ASSESSMENT  
2018 STREET IMPROVEMENTS**

Notice is hereby given that the City Council of Lake Elmo will meet in the Council Chambers of the City Hall at or approximately after 7:00 P.M. on Tuesday, October 16, 2018, to consider, and possibly adopt, the proposed assessment against abutting property for the 2018 Street Improvements. Adoption by the Council of the proposed assessment may occur at the hearing. The following describes the area proposed to be assessed:

Street and drainage improvements including a new bituminous pavement supported by a renewed recycled aggregate base with new concrete curb and gutter, and a repair or restoration of the existing street drainage system for the following streets:

- Jane Road North, from Lake Jane Trail North to Jamaca Avenue North.
- Jane Court North, from Jane Road North to end of cul-de-sac.
- Jamaca Avenue North, from Jane Road North to Jamaca Avenue North.
- Jerome Avenue North, from 49<sup>th</sup> Street North to 53<sup>rd</sup> Street North.
- Jerome Avenue Court North, from Jerome Avenue North to end of cul-de-sac.
- 53<sup>rd</sup> Street North, from Jamaca Boulevard North to 9480 53<sup>rd</sup> Street North.

You may at any time prior to certification of the assessment to the county auditor on November 15, 2018, pay the entire assessment on such property to the City Clerk with interest accrued to the date of payment. No interest shall be charged if the entire assessment is paid to the City Clerk within 30 days from the adoption of this assessment. You may at any time thereafter, pay to the City Clerk the entire amount of the assessment remaining unpaid, with interest accrued to December 31 of the year in which such payment is made. Such payment must be made before October 31 (date assessment certified to County Auditor) or interest will be charged through December 31 of the succeeding year. If you decide not to prepay the assessment before the date given above the rate of interest that will apply is 4.00 percent per year.

Once assessments are certified to the County, the assessments are payable in equal annual installments extending over a period of 15 years for street and drainage improvements, the first of the installments to be payable on or before the first Monday in January 2019 and will bear interest at the rate of 4.00 percent per annum from the date of adoption of the assessment resolution. To the first installment shall be added interest on the entire assessment from the date of the assessment resolution until December 31, 2018. To each subsequent installment when due shall be added interest for one year on all unpaid installments.

The proposed assessment roll is on file for public inspection at the City Clerk's office. The total amount of the proposed street improvement assessment is \$377,500. The City contribution for the overall improvement project is \$874,500. Written or oral objections will be considered at the meeting. No appeal may be taken as to the amount of an assessment unless a written objection signed by the affected property owner is filed with

the municipal clerk prior to the assessment hearing or presented to the presiding officer at the hearing. The Council may upon such notice consider any objection to the amount of a proposed individual assessment at an adjourned meeting upon such further notice to the affected property owners as it deems advisable.

An owner may appeal an assessment to district court pursuant to Minnesota Statutes, Section 429.081 by serving notice of the appeal upon the Mayor or Clerk within 30 days after the adoption of the assessment and filing such notice with the district court within ten days after service upon the Mayor or Clerk.

The City Council is authorized in its discretion to defer the payment of an assessment for any homestead property owned by a person for whom it would be a hardship to make payment if the owner is 65 years of age or older and/or the owner is a person retired by virtue of a permanent and total disability or by a person who is a member of the Minnesota National Guard or other military reserves who is ordered into active military service, as defined in section 190.05 subdivision 5b or 5c, as stated in the person's military orders, for whom it would be a hardship to make the payments. The owner must request a deferment of the assessment at or before the public hearing at which the assessment is adopted and make application on forms prescribed by the City Clerk within 30 days after the adoption.

Notwithstanding the standards and guidelines established by the City for determining a hardship, a deferment of an assessment may be obtained pursuant to Minnesota Statutes Section 435.193.

**DATED:** September 18, 2018

**BY ORDER OF THE LAKE ELMO CITY COUNCIL**

**Mike Pearson, Mayor**

*(Published in the Oakdale-Lake Elmo Review on September 26, 2018)*

NO.	NAME	ADDRESS	MAILING ADDRESS	PID	AMOUNT
<b>JANE ROAD N: LAKE JANE TRAIL N TO JAMACA AVE N</b>					
1	TRS AGR JEFFERY & LEEANN LEITC	9025 JANE RD N	9025 JANE RD N LAKE ELMO MN 55042	1002921220003	\$5,000.00
2	BRASH JASON M & TARA M	9030 JANE RD N	9030 JANE RD N LAKE ELMO MN 55042	1002921220010	\$5,000.00
3	KENNEDY KIRBY A & MARILYN J	9051 JANE RD N	9051 JANE RD N LAKE ELMO MN 55042	1002921220014	\$5,000.00
4	HOMNICK PAUL & KATELYNN KEIR	9060 JANE RD N	9060 JANE RD N LAKE ELMO MN 55042	1002921220009	\$5,000.00
5	THOMPSON JAMES E & DENISE M EL	9077 JANE RD N	9077 JANE RD N LAKE ELMO MN 55042	1002921220015	\$5,000.00
6	MECHELKE RENEE F	9090 JANE RD N	9090 JANE RD N LAKE ELMO MN 55042	1002921220008	\$5,000.00
7	ZITON DEXTER J & TONI E	9109 JANE RD N	9109 JANE RD N LAKE ELMO MN 55042	1002921220004	\$5,000.00
8	BAUERFELD WARREN JR & BARBARA	9112 JANE RD N	9112 JANE RD N LAKE ELMO MN 55042	1002921220017	\$5,000.00
9	O'SULLIVAN BASIL J JR	9133 JANE RD N	9133 JANE RD N LAKE ELMO MN 55042	1002921220006	\$5,000.00
10	SINGER DONALD R & LORETTA L	9161 JANE RD N	9161 JANE RD N LAKE ELMO MN 55042	1002921220005	\$5,000.00
11	KLECKER KATHRYN IRV TRS	9199 JANE RD N	9199 JANE RD N LAKE ELMO MN 55042	1002921220002	\$5,000.00
12	QUINN LISA J & TERENCE S	9220 JANE RD N	9220 JANE RD N LAKE ELMO MN 55042	1002921220019	\$5,000.00
13	MARTIN DOROTHY L	9233 JANE RD N	9233 JANE RD N LAKE ELMO MN 55042	1002921220001	\$5,000.00
14	OLSEN BRIAN R & DEANA M	9287 JANE RD N	9287 JANE RD N LAKE ELMO MN 55042	1002921210003	\$5,000.00
15	DROMMERHAUSEN SCOTT A & JULIE	9359 JANE RD N	9359 JANE RD N LAKE ELMO MN 55042	1002921240006	\$5,000.00
16	OFFORD DAVID R & HEIDE M	9369 JANE RD N	9369 JANE RD N LAKE ELMO MN 55042	1002921240007	\$5,000.00
17	TRAN NANG TRI & THU HUONG	9393 JANE RD N	7970 DEMONTREVILLE TRL N LAKE ELMO MN 55042	1002921240008	\$5,000.00
18	VANDEMMELETRAADT MARK & SHARON	9397 JANE RD N	9399 JANE RD N LAKE ELMO MN 55042	1002921240009	\$5,000.00
19	KOREN CHRISTOPHER	9406 JANE RD N	9406 JANE RD N LAKE ELMO MN 55042	1002921240020	\$5,000.00
20	FOSTER DOUGLAS A & JILL M	9409 JANE RD N	9409 JANE RD N LAKE ELMO MN 55042	1002921240010	\$5,000.00
21	HAMERLY JOHN P & LAURIE J	9429 JANE RD N	9429 JANE RD N LAKE ELMO MN 55042	1002921240011	\$5,000.00
22	VOSBERG DARYL E & HEIDY M	9436 JANE RD N	9436 JANE RD N LAKE ELMO MN 55042	1002921240033	\$5,000.00
23	KIMLINGER GARY P & REBECCA L	9461 JANE RD N	9461 JANE RD N LAKE ELMO MN 55042	1002921240013	\$5,000.00
24	HEROFF GERALD S JR & LISA M	9477 JANE RD N	9477 JANE RD N LAKE ELMO MN 55042	1002921240012	\$5,000.00
25	AARON R & JESSICA A RUNK LIV T	9497 JANE RD N	9497 JANE RD N LAKE ELMO MN 55042	1002921240015	\$5,000.00
26	FUHRMAN MARINA	9498 JANE RD N	9498 JANE RD N LAKE ELMO MN 55042	1002921240032	\$5,000.00
<b>JANE COURT N: JANE ROAD N TO DEAD END</b>					
27	DEGERSTROM JAMES & ROSE STARK	9260 JANE CT N	9260 JANE CT N LAKE ELMO MN 55042	1002921210017	\$5,000.00
28	SCHOONOVER GARY W & GRACE	9317 JANE CT N	9317 JANE CT N LAKE ELMO MN 55042	1002921210006	\$5,000.00
29	HAU DONALD M & VALERIE SUE	9330 JANE CT N	9330 JANE CT N LAKE ELMO MN 55042	1002921210008	\$5,000.00
30	MORGAN SPENCER L & DAVID H	9337 JANE CT N	9337 JANE CT N LAKE ELMO MN 55042	1002921210005	\$5,000.00
31	CREPEAU ALIXANDRA & ERIC POPPE	9357 JANE CT N	9357 JANE CT N LAKE ELMO MN 55042	1002921210004	\$5,000.00
32	BENESCH GREGORY P	9377 JANE CT N	9377 JANE CT N LAKE ELMO MN 55042	1002921240027	\$5,000.00
33	FORSTER STEVEN C & JANE E	9397 JANE CT N	9397 JANE CT N LAKE ELMO MN 55042	1002921240026	\$5,000.00
34	WALFOORT MICHAEL R	9407 JANE CT N	9407 JANE CT N LAKE ELMO MN 55042	1002921240025	\$5,000.00
35	VINCENT M HARNICK TRS	9417 JANE CT N	9417 JANE CT N LAKE ELMO MN 55042	1002921240024	\$5,000.00
36	COLIANNI JOSEPH W & MARSHA K	9427 JANE CT N	9427 JANE CT N LAKE ELMO MN 55042	1002921240023	\$5,000.00
37	PAULSON THOMAS E & BONNIE J	9437 JANE CT N	9437 JANE CT N LAKE ELMO MN 55042	1002921240022	\$5,000.00
38	BURKHART DAVID & LISA ANDREW-BURKHART	9447 JANE CT N	9447 JANE CT N LAKE ELMO MN 55042	1002921240021	\$5,000.00
39	BURRESS PATRICK M & SHAWN M	9441 JANE CT N	9441 JANE CT N LAKE ELMO MN 55042	1002921240029	\$5,000.00
40	BARRERA SUSAN M	9420 JANE CT N	9420 JANE CT N LAKE ELMO MN 55042	1002921240031	\$10,000.00
SUBTOTAL					\$ 205,000.00

NO.	NAME	ADDRESS	MAILING ADDRESS	PID	AMOUNT
<b>JAMACA AVE N: JANE ROAD N TO JAMACA AVE N</b>					
41	KOSTICHKA STEVEN D & HILARY S	4940 JAMACA AVE N	4940 JAMACA AVE N LAKE ELMO MN 55042	0902921110017	\$5,000.00
42	HUOT PAUL F & JEANINE E	4955 JAMACA AVE N	4955 JAMACA AVE N LAKE ELMO MN 55042	1002921220011	\$5,000.00
43	MAXEY JOSEPH D & PATRICIA M	4960 JAMACA AVE N	4960 JAMACA AVE N LAKE ELMO MN 55042	0902921110018	\$5,000.00
44	JACKSON GERALD A & DEBRA A	4990 JAMACA AVE N	4990 JAMACA AVE N LAKE ELMO MN 55042	0902921110019	\$5,000.00
45	MARY QUANBECK BARBER TRS	4995 JAMACA AVE N	4995 JAMACA AVE N LAKE ELMO MN 55042	1002921220012	\$5,000.00
46	CODERRE JAMES C & CHERYL A	5020 JAMACA AVE N	5020 JAMACA AVE N LAKE ELMO MN 55042	0402921440003	\$5,000.00
47	CLAUDE E CYBULSKI TRS	5025 JAMACA AVE N	5025 JAMACA AVE N LAKE ELMO MN 55042	0302921330007	\$5,000.00
48	FOSSEY MITCHELL S & AMY B	5040 JAMACA AVE N	5040 JAMACA AVE N LAKE ELMO MN 55042	0402921440004	\$5,000.00
49	NEBUR MICHAEL J & LINDA S GILB	5055 JAMACA AVE N	5055 JAMACA AVE N LAKE ELMO MN 55042	0302921330008	\$5,000.00
50	ELIZABETH A PETERSON REV TRS	5060 JAMACA AVE N	5060 JAMACA AVE N LAKE ELMO MN 55042	0402921440005	\$5,000.00
51	RESEMIUS WILLIAM H & MARY B	5080 JAMACA AVE N	5080 JAMACA AVE N LAKE ELMO MN 55042	0402921440006	\$5,000.00
52	GROSS CHRISTOPHER L & KATHLEEN	5111 JAMACA BLVD N	5111 JAMACA BLVD N LAKE ELMO MN 55042	0302921330009	\$2,500.00
<b>JEROME AVE N: 49<sup>TH</sup> ST N TO 53<sup>RD</sup> ST N</b>					
53	TRS AGR FRIEDRICH & IWONA SRIENC	4955 JEROME AVE N	4955 JEROME AVE N LAKE ELMO MN 55042	1002921210023	\$5,000.00
54	MARTIN NAOMI J & DAVID	5055 JEROME AVE N	5055 JEROME AVE N LAKE ELMO MN 55042	0302921340006	\$5,000.00
55	WEBBER WALTER J & DORIS L	5080 JEROME AVE N	5080 JEROME AVE N LAKE ELMO MN 55042	0302921330016	\$5,000.00
56	KRAHN RICHARD R & ELEANOR L	5170 JEROME AVE N	5170 JEROME AVE N LAKE ELMO MN 55042	0302921330015	\$5,000.00
57	JEAN GRAY DUNBAR TRS AGR	5230 JEROME AVE N	5230 JEROME AVE N LAKE ELMO MN 55042	0302921340005	\$5,000.00
58	AMUNDSON RODNEY E & CAROL F	5277 JEROME AVE N	5277 JEROME AVE N LAKE ELMO MN 55042	0302921340013	\$5,000.00
<b>JEROME AVE CT N: JEROME AVE N TO DEAD END</b>					
59	KROUSE RUSHFORD W & MARY W	5217 JEROME AVE CT N	5217 JEROME AVE CT N LAKE ELMO MN 55042	0302921340007	\$5,000.00
60	GRAVES CHARLES W & CAROL A	5227 JEROME AVE CT N	5227 JEROME AVE CT N LAKE ELMO MN 55042	0302921340008	\$5,000.00
61	ABBOTT MICHAEL W & MARIANNE M	5237 JEROME AVE CT N	5237 JEROME AVE CT N LAKE ELMO MN 55042	0302921340009	\$5,000.00
62	MELIN GARY R & ELIZABETH	5247 JEROME AVE CT N	5247 JEROME AVE CT N LAKE ELMO MN 55042	0302921340010	\$5,000.00
63	MONSON FAMILY LIVING TRS	5257 JEROME AVE CT N	5257 JEROME AVE CT N LAKE ELMO MN 55042	0302921340011	\$5,000.00
64	SPOFFORD NEIL K & MARGARET A	5267 JEROME AVE CT N	5267 JEROME AVE CT N LAKE ELMO MN 55042	0302921340012	\$5,000.00
<b>53<sup>RD</sup> STREET: JAMACA BLVD N TO 9480 53<sup>RD</sup> ST N</b>					
65	CITY OF LAKE ELMO		3880 LAVERNE AVE N LAKE ELMO MN 55042	0302921330001	\$10,000.00
66	FANG RICHARD S & MARY K	9220 53 <sup>RD</sup> ST N	PO BOX 73 LAKE ELMO MN 55042	0302921310006	\$5,000.00
67	ALME DENNIS F & COLLEEN C	9280 53 <sup>RD</sup> ST N	9280 53 <sup>RD</sup> ST N LAKE ELMO MN 55042	0302921340003	\$5,000.00
68	CROSS SUE E	9287 53 <sup>RD</sup> ST N	9287 53 <sup>RD</sup> ST N LAKE ELMO MN 55042	0302921340004	\$5,000.00
69	JOHN W THATCHER TRS & LAVERNE	9320 53 <sup>RD</sup> ST N	9320 53 <sup>RD</sup> ST N LAKE ELMO MN 55042	0302921340002	\$5,000.00
70	EDITH JOAN NICHOLSON TRS	9355 53 <sup>RD</sup> ST N	9355 53 <sup>RD</sup> ST N LAKE ELMO MN 55042	0302921340014	\$5,000.00
71	WEGWERTH RUSSELL W & JANA L	9377 53 <sup>RD</sup> ST N	9377 53 <sup>RD</sup> ST N LAKE ELMO MN 55042	0302921340015	\$5,000.00
72	PETERSON DALE D & JACLYN G	9380 53 <sup>RD</sup> ST N	9380 53 <sup>RD</sup> ST N LAKE ELMO MN 55042	0302921340001	\$5,000.00
73	HINIKER JAMES & KATHRYN ROBERT	9400 53 <sup>RD</sup> ST N	9400 53 <sup>RD</sup> ST N LAKE ELMO MN 55042	0302921310005	\$5,000.00
74	OSMUNDSON MICHAEL H & LINDA M ARMSTRONG	9440 53 <sup>RD</sup> ST N	9440 53 <sup>RD</sup> ST N LAKE ELMO MN 55042	0302921310004	\$5,000.00
SUBTOTAL: PAGE 2					\$ 172,500.00
SUBTOTAL: PAGE 1					\$ 205,000.00
TOTAL ASSESSMENTS					\$ 377,500.00



## STAFF REPORT

DATE: October 16, 2018  
**REGULAR**  
ITEM #: 20

**AGENDA ITEM:** Old Village Phase 3 Street and Utility Improvements – Adopting the Final Assessment Roll

**SUBMITTED BY:** Jack Griffin, City Engineer  
**REVIEWED BY:** Kristina Handt, City Administrator  
Sue Iverson, Finance Director  
Sarah Sonsalla, City Attorney  
Chad Isakson, Project Engineer

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**ISSUE BEFORE COUNCIL:** Should the City Council adopt the final assessment roll for the Old Village Phase 3 Street and Utility Improvements?

**BACKGROUND:** The City of Lake Elmo is extending sanitary sewer to serve the existing properties in the Old Village area to replace the use of private on-site sewage treatment systems. The project also includes regional drainage improvements to address historic flooding issues in the Downtown area, the replacement of aged watermain pipes and reconstructing the public streets that are disturbed during the work. The Improvements are being constructed in phases and through separate projects. The Old Village Phase 3 Street and Utility Improvements project was constructed in 2017 and 2018 and the work is now complete.

On September 4, 2018, the City Council approved a Resolution declaring the costs to be assessed, ordering the preparation of the proposed assessment, and calling for the hearing on proposed assessment for the Old Village Phase 3 Street and Utility Improvements. On October 2, 2018 the Final Assessment Hearing was held and closed after hearing from property owners wishing to address the Council. Mailed notice was provided to each assessed property and notice of the public hearing was been published in the local paper.

The property owner at 11200 Stillwater Boulevard filed an objection to the final assessments and requested that a 30-foot drainage easement be deducted from the front footage calculation for that property and that the property assessments be allocated in proportion to the square footage for each office condo rather than by equal units.

**PROPOSAL DETAILS/ANALYSIS:** Pursuant to Minnesota Statutes, Section 429 the Council must declare the amount to be assessed against the benefitting properties. Staff has attached a Final Assessment Roll which must be certified to the County Auditor by November 30, 2018.

The Final Assessment Rolls have been calculated based on the final project costs and in accordance with the City's Special Assessment Policy. The total project cost, at completion, is \$2,052,500; down from the feasibility report cost of \$2,498,100. The table below summarizes the preliminary unit assessment from the feasibility report and the proposed final unit assessment.

For the Laverne Avenue commercial area, the final street and drainage unit assessment has been calculated using 100% of the total Street and Drainage Improvement project costs, assessed per lineal front foot. However, this portion of the project cost exceeded the feasibility report estimate and the unit assessment is not allowed to be increased. Therefore, the feasibility report unit assessment for the commercial properties was held at the preliminary assessment amount of \$205 / linear foot or 93% of the total project costs.

At the request of the Twin Gable Office Condominiums located at 11200 Stillwater Boulevard, the final assessment roll has been revised to reallocate the overall property assessments in accordance with their prescribed percentage breakdown. Special Assessment Waiver Agreements have been executed and received from all 8 units essentially agreeing to this assessment reallocation.

<b>Laverne Ave Area, North of CSAH14</b>	<b>Feasibility Report Assessment Rate</b>	<b>Final Assessment Rate</b>	<b>Difference</b>
Street and Storm Sewer Improvements	\$205 / Linear Foot	\$205 / Linear Foot	\$0
Sanitary Sewer Improvements	\$11,300 / SAC	\$11,300 / SAC	\$0
Watermain Assessment Rate	\$0	\$34,837*	\$34,837

*\*The owner of 3825 Lake Elmo Avenue North requested water service be extended to their property and signed a waiver of assessment to complete the work.*

For the 31st Street neighborhood, the street and drainage improvements were assessed at 30% of the total project costs, assessed per unit (or residential household). In accordance with the City assessment policy, one property is being assessed 50% of the unit assessment because they have a driveway access to two different streets and will be assessed for improvements to each street project.

<b>31st Street Neighborhood</b>	<b>Feasibility Report Assessment Rate</b>	<b>Final Assessment Rate</b>	<b>Difference</b>
Street and Storm Sewer Improvements	\$8,700	\$6,900	(\$1,800)
Sanitary Sewer Improvements	\$11,300 / SAC	\$11,300 / SAC	\$0

**FISCAL IMPACT:** The total project cost is \$2,052,500 with the City cost share at \$890,838, including \$447,075 for the street and drainage improvements and \$418,063 for watermain improvements. The remaining costs are proposed to be assessed against the benefitting properties consistent with the City's Special Assessment Policy including proposed assessments in the amount of \$567,225 for the street and drainage improvements, \$983,100 for the sanitary sewer improvements, and \$34,837 for watermain improvements. The remainder of watermain improvements will be funded through the water enterprise fund and the trail improvements will be funded through the park funds.

**RECOMMENDATION:** Staff is recommending that the City Council approve a resolution adopting the Final Assessment Roll for the Old Village Phase 3 Street and Utility Improvements. The recommended motion for this action is as follows:

***“Move to approve Resolution No. 2018-111, Adopting the Final Assessment Roll for the Old Village Phase 3 Street and Utility Improvements.”***

**ATTACHMENTS:**

1. Resolution Adopting the Final Assessment Roll on Street Improvements.
2. Final Assessment Roll.

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

**RESOLUTION NO. 2018-111  
A RESOLUTION ADOPTING THE FINAL ASSESSMENT ROLL FOR  
OLD VILLAGE PHASE 3 STREET AND UTILITY IMPROVEMENTS**

WHEREAS, pursuant to proper notice duly given as required by law, the Council has met and heard and passed upon all objections to the proposed assessment for the Old Village Phase 3 Street, Drainage, and Utility Improvements including street, drainage, watermain and sanitary sewer improvements along 31st Street North, Laverne Court, Layton Court, and Laverne Avenue North.

**NOW, THEREFORE, BE IT RESOLVED,**

1. Such proposed assessment, a copy of which is attached hereto and made a part hereof, is hereby accepted and shall constitute the special assessment against the lands named therein, and each tract of land therein included is hereby found to be benefited by the proposed improvement in the amount of the assessment levied against it.
2. Such assessment shall be payable in equal annual installments extending over 15 years for street and drainage improvements and 20 years for watermain and sanitary sewer improvements, the first of the installments to be payable on or before the first Monday in January, 2019 and shall bear interest at the rate of 3.26% percent per annum from the adoption date of this assessment resolution for the street and drainage improvements and sanitary sewer improvements, and shall bear interest at the rate of 3.30% percent per annum from the adoption date of this assessment resolution for the watermain improvements. To the first installment shall be added interest on the entire assessment from the date of this resolution until December 31, 2018. To each subsequent installment, when due, shall be added interest for one year on all unpaid installments.
3. The owner of any property so assessed may, at any time prior to the certification of the assessment to the county auditor, pay the whole of the assessment on such property, with the interest accrued to the date of payment, to the City Clerk, except that no interest shall be charged if the entire assessment is paid within 30 days from the adoption of this resolution; and he/she may, at any time thereafter, pay to the City Clerk the entire amount of the assessment remaining unpaid, with interest accrued to December 31 of the year in which such payment is made. Such payment must be made before October 31 or interest will be charged through December 31 of the next succeeding year.
4. The City Clerk shall forthwith transmit a certified duplicate of this assessment to the County Auditor to be extended on the property tax lists of the county. Such assessments shall be collected and paid over in the same manner as other municipal taxes.

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

**CITY OF LAKE ELMO**

(Seal)  
ATTEST:

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

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



OLD VILLAGE PHASE 3: STREET AND UTILITY IMPROVEMENTS  
 31ST STREET NEIGHBORHOOD  
 FINAL ASSESSMENT ROLL  
 STREET AND DRAINAGE AND SANITARY SEWER ASSESSMENT ROLL

NO.	NAME	ADDRESS	MAILING ADDRESS	PID	TOTAL ASSESSMENT AMOUNT	STREET & DRAINAGE ASSESSMENT AMOUNT	SANITARY SEWER ASSESSMENT AMOUNT	SAC
1	KELLY LISA M & JOHN W	11200 31ST ST N	11200 31ST ST N LAKE ELMO MN 55042	1302921330032	\$ 18,200.00	\$ 6,900.00	\$ 11,300.00	1
2	SACHS RICHARD J & DEBORAH J	11212 31ST ST N	11212 31ST ST N LAKE ELMO MN 55042	1302921330033	\$ 18,200.00	\$ 6,900.00	\$ 11,300.00	1
3	TERRELL SARA A	11230 31ST ST N	11230 31ST ST N LAKE ELMO MN 55042	1302921330034	\$ 18,200.00	\$ 6,900.00	\$ 11,300.00	1
4	COSTELLO PAUL T	11252 31ST ST N	11252 31ST ST N LAKE ELMO MN 55042	1302921340011	\$ 18,200.00	\$ 6,900.00	\$ 11,300.00	1
5	CRIEGO GAIL A	11272 31ST ST N	11272 31ST ST N LAKE ELMO MN 55042	1302921340012	\$ 18,200.00	\$ 6,900.00	\$ 11,300.00	1
6	KENT S TARBUTTON TRS	11292 31ST ST N	7656 BIRMINGHAM FOREST DR FRISCO TX 75034	1302921340013	\$ 18,200.00	\$ 6,900.00	\$ 11,300.00	1
7	BURNS AMY P	11306 31ST ST N	11306 31ST ST N LAKE ELMO MN 55042	1302921340014	\$ 18,200.00	\$ 6,900.00	\$ 11,300.00	1
8	WAGONER BRIAN K & ELIZABETH A FLAMO WAGONER	11334 31ST ST N	11334 31ST ST N LAKE ELMO MN 55042	1302921340015	\$ 18,200.00	\$ 6,900.00	\$ 11,300.00	1
9	DUPIUS LUC M & ROCHELLE M MCCUNE	3151 LAKE ELMO AVE N	PO BOX 34 LAKE ELMO MN 55042	1302921330009	\$ 3,450.00	\$ 3,450.00	\$ -	0
10	BLOOMQUIST ERIN C & LEE C	11225 31ST ST N	11225 31ST ST N LAKE ELMO MN 55042	1302921330035	\$ 18,200.00	\$ 6,900.00	\$ 11,300.00	1
11	PRITCHARD KENNETH L & AUDRA L	11269 31ST ST N	11269 31ST ST N LAKE ELMO MN 55042	1302921340017	\$ 18,200.00	\$ 6,900.00	\$ 11,300.00	1
12	SCORE BLAKE N & BRENDA K	11295 31ST ST N	11295 31ST ST N LAKE ELMO MN 55042	1302921340016	\$ 18,200.00	\$ 6,900.00	\$ 11,300.00	1
13	WILLIAM C HJELMGREN TRS	3153 LAYTON CT N	3153 LAYTON CT N LAKE ELMO MN 55042	1302921340020	\$ 18,200.00	\$ 6,900.00	\$ 11,300.00	1
14	KECK BRIAN W & SCHILTGEN MOLLY	3127 LAYTON CT N	3127 LAYTON CT N LAKE ELMO MN 55042	1302921340021	\$ 18,200.00	\$ 6,900.00	\$ 11,300.00	1
15	MENENDEZ ARMANDO & ELLA S	3105 LAYTON CT N	3105 LAYTON CT N LAKE ELMO MN 55042	1302921340022	\$ 18,200.00	\$ 6,900.00	\$ 11,300.00	1
16	MATTILA JOSHUA & JESSICA	3091 LAYTON CT N	3091 LAYTON CT N LAKE ELMO MN 55042	1302921340025	\$ 18,200.00	\$ 6,900.00	\$ 11,300.00	1
17	IRENE DAU TRS AGR	3081 LAYTON CT N	3081 LAYTON CT N LAKE ELMO MN 55042	1302921340030	\$ 18,200.00	\$ 6,900.00	\$ 11,300.00	1
18	KINDLER BRIAN T	3084 LAYTON CT N	3084 LAYTON CT N LAKE ELMO MN 55042	1302921340029	\$ 18,200.00	\$ 6,900.00	\$ 11,300.00	1
19	KOFOED DONALD E & CAROL A	3094 LAYTON CT N	3094 LAYTON CT N LAKE ELMO MN 55042	1302921340026	\$ 18,200.00	\$ 6,900.00	\$ 11,300.00	1
20	GLANZER RICHARD D & EILEEN S	3112 LAYTON CT N	3112 LAYTON CT N LAKE ELMO MN 55042	1302921340019	\$ 18,200.00	\$ 6,900.00	\$ 11,300.00	1
21	AUDREY L OLSEN TRS	3124 LAYTON CT N	3124 LAYTON CT N LAKE ELMO MN 55042	1302921340018	\$ 18,200.00	\$ 6,900.00	\$ 11,300.00	1
22	KNOLL CRAIG M & DIANE C	3127 LAVERNE CT N	3127 LAVERNE CT N LAKE ELMO MN 55042	1302921340023	\$ 18,200.00	\$ 6,900.00	\$ 11,300.00	1
23	MAGISTAD JOHN M & AMY T	3115 LAVERNE CT N	3115 LAVERNE CT N LAKE ELMO MN 55042	1302921340024	\$ 18,200.00	\$ 6,900.00	\$ 11,300.00	1
24	MADSEN STEPHEN & ANNE M SCHLOEGEL	3099 LAVERNE CT N	3099 LAVERNE CT N LAKE ELMO MN 55042	1302921340027	\$ 18,200.00	\$ 6,900.00	\$ 11,300.00	1
25	LUCILLE C ZIGNEGO TRS	3081 LAVERNE CT N	3081 LAVERNE CT N LAKE ELMO MN 55042	1302921340028	\$ 18,200.00	\$ 6,900.00	\$ 11,300.00	1
26	SNOWELL N RALEIGH REV TRS	3074 LAVERNE CT N	3074 LAVERNE CT N LAKE ELMO MN 55042	1302921340033	\$ 18,200.00	\$ 6,900.00	\$ 11,300.00	1
27	GEVING NANCY E	3124 LAVERNE CT N	3124 LAVERNE CT N LAKE ELMO MN 55042	1302921330036	\$ 18,200.00	\$ 6,900.00	\$ 11,300.00	1
<b>TOTAL</b>					<b>\$ 476,650.00</b>	<b>\$ 182,850.00</b>	<b>\$ 293,800.00</b>	

OLD VILLAGE PHASE 3: STREET AND UTILITY IMPROVEMENTS  
 LAVERNE AVENUE AREA  
 FINAL ASSESSMENT ROLL  
 STREET, SANITARY SEWER, AND WATERMAIN ASSESSMENT ROLL

NO.	NAME	ASSESSABLE PROPERTY ADDRESS		MAILING ADDRESS				PID	TOTAL	STREET,	STREET	SANITARY	SAC	WATERMAIN
									ASSESSMENT	DRAINAGE,		ASSESSMENT		ASSESSMENT
								AMOUNT	SIDEWALK,	FRONT	AMOUNT			
									AMOUNT	FOOTAGE				
1	ISD 834 STILLWATER			1875	GREELY ST S	STILLWATER	MN 55082	1302921220001	\$ 20,500.00	\$ 20,500.00	100	\$ -	0	
2	ISD 834 STILLWATER	11030	STILLWATER BLVD N	1875	GREELY ST S	STILLWATER	MN 55082	1302921230001	\$ 474,600.00	\$ -	0	\$ 474,600.00	42	
3	WESTBROOK ASSOCIATES	3825	LAKE ELMO AVE N	PO BOX	36	STILLWATER	MN 55082	1302921220002	\$ 80,037.00	\$ -	0	\$ 45,200.00	4	\$ 34,837.00
4	CITY OF LAKE ELMO	3800	LAVERNE AVE N	3880	LAVERNE AVE N	LAKE ELMO	MN 55042	1302921220009	\$ 44,920.00	\$ 33,620.00	164	\$ 11,300.00	1	
5	CITY OF LAKE ELMO	3880	LAVERNE AVE N	3880	LAVERNE AVE N	LAKE ELMO	MN 55042	1302921220026	\$ 46,125.00	\$ 46,125.00	225	\$ -	0	
6	CITY OF LAKE ELMO			3880	LAVERNE AVE N	LAKE ELMO	MN 55042	1302921220025	\$ 25,625.00	\$ 25,625.00	125	\$ -	0	
7	EXCEL PARTNERS LLC	11343	39TH ST N	11343	39TH ST N	LAKE ELMO	MN 55042	1302921220008	\$ 56,785.00	\$ 56,785.00	277	\$ -	0	
8	RULE 36 LMDT PARTNRSH DULUTH	3819	LAVERNE AVE N	600	25TH AVE S #105	ST. CLOUD	MN 56301	1302921220007	\$ 81,050.00	\$ 47,150.00	230	\$ 33,900.00	3	
9	LEONARD INVESTMENTS LLC	11144	STILLWATER BLVD N	1000	CONCORD ST S	SOUTH ST. PAUL	MN 55075	1302921230004	\$ 124,330.00	\$ 79,130.00	386	\$ 45,200.00	4	
10	THARROS LLC	11200	STILLWATER BLVD N #100	4350	MCDONALD DRIVE CT N	STILLWATER	MN 55082	1302921220016	\$ 19,426.03	\$ 13,391.83	65	\$ 6,034.20	0.534	
11	NORTHERN LIGHTS INFO SYS LLC	11200	STILLWATER BLVD N #101	11200	STILLWATER BLVD N #101	LAKE ELMO	MN 55042	1302921220017	\$ 13,641.88	\$ 9,404.38	46	\$ 4,237.50	0.375	
12	ERBAN DOROTHY DAVIDSON	11200	STILLWATER BLVD N #102	3748	OAKGREEN AVE N	STILLWATER	MN 55082	1302921220018	\$ 7,093.78	\$ 4,890.28	24	\$ 2,203.50	0.195	
13	ERBAN DOROTHY DAVIDSON	11200	STILLWATER BLVD N #103	3748	OAKGREEN AVE N	STILLWATER	MN 55082	1302921220019	\$ 13,751.01	\$ 9,479.61	46	\$ 4,271.40	0.378	
14	FLACKEY DEAN E	11200	STILLWATER BLVD N #104	532	OLD HWY 35	HUDSON	WI 54016	1302921220020	\$ 13,641.88	\$ 9,404.38	46	\$ 4,237.50	0.375	
15	STROP BRIAN A & DENISE M	11200	STILLWATER BLVD N #105	2930	30TH STREET CIRCLE N	LAKE ELMO	MN 55042	1302921220021	\$ 13,641.88	\$ 9,404.38	46	\$ 4,237.50	0.375	
16	HOBBY FARMS INC	11200	STILLWATER BLVD N #106	11550	STILLWATER BLVD N #123	LAKE ELMO	MN 55042	1302921220022	\$ 14,187.55	\$ 9,780.55	48	\$ 4,407.00	0.390	
17	SCMC PROPERTIES LLC	11200	STILLWATER BLVD N #107	11200	STILLWATER BLVD N #107	LAKE ELMO	MN 55042	1302921220023	\$ 13,751.01	\$ 9,479.61	46	\$ 4,271.40	0.378	
18	D3PL PROPERTIES LLC	11240	STILLWATER BLVD N	11240	STILLWATER BLVD N	LAKE ELMO	MN 55042	1302921210006	\$ 45,200.00	\$ -	0	\$ 45,200.00	4	
<b>TOTAL</b>									<b>\$ 1,108,307.00</b>	<b>\$ 384,170.00</b>		<b>\$ 689,300.00</b>		<b>\$ 34,837.00</b>



## STAFF REPORT

DATE: 10/16/2018

ITEM # 21

**TO:** City Council

**FROM:** Rob Weldon, Public Works Director

**AGENDA ITEM:** Sidewalk Snow Removal

**REVIEWED BY:** Kristina Handt, City Administrator

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**BACKGROUND:** As part of the City Council Workshop held on June 12, 2018 staff was directed to look into contractor cost associated with snow removal from sidewalks that have been added to residential areas as a result of city infrastructure improvements.

**ISSUE BEFORE COUNCIL:** Should the City Council amend the Snow and Ice Control Policy to reflect the City's responsibility for removing snow on some sidewalks? If so, should the City seek quotes and contract out that work?

**PROPOSAL DETAILS/ANALYSIS:** If approved by council the city would be responsible for removing snow from the following residential sidewalks:

- 30<sup>th</sup> St. N - between Lisbon Ave N. and Lake Elmo Ave N.
- Lake Elmo Ave. N - between 30<sup>th</sup> St. N and Upper 33<sup>rd</sup> St. N
- Lake Elmo Ave. N – between 36<sup>th</sup> St N and Stillwater Blvd N (CSAH 14)

The above mentioned sidewalk areas equated to approx. 5200 LF or just under 1 mile. Snow removal will be conducted after 2" of snow is accumulated on the sidewalk. This amount can be in a single snow fall or after several minor snow falls.

Also, if this change in service is approved by City Council the Snow and Ice Control Policy must amended to include the additional service that would be provided by the city.

There was also discussion at previous work session about completing the work with Public Works staff and purchasing additional equipment or contracting the service out. At its current staffing level Public Works cannot take on either additional task. During a snow event, Public Works operates 6 plow trucks, 1 loader and 2 pickups with a staff of 9 including the Director, to clear snow from streets, cul-de-sacs and parking lots. Following a snow event, the current staff conducts maintenance of vehicles, additional plowing and salting for 1-2 days. Along with these activities, there is backlog of utility maintenance items that need to be completed due to entire staff involvement in plowing streets.

**FISCAL IMPACT:**

**Contracted Services:** Cost of snow removal is based on a linear foot charge of \$.05 - \$.10/LF. These costs are rough averages and quotes would need to be obtained for actual costs. Using a multiplier of 18 (three

year average of how many times PW plows 2+ inches of snow) and the high cost of \$.10/LF the minimal cost for sidewalk snow removal would be approx. **\$10,000.**

Staff and Equipment (In House Service): Sidewalk snow removal equipment – approx. \$74,000; Part-time staff sidewalks – approx. \$6,000 (\$18/hr x 16hrs x 20 events) for a total of **\$80,000 up front and \$6,000 each year thereafter.**

In order to remove snow from sidewalks the following equipment is needed.

- Additional Skid Loader w/2 speed transmission & winter tires \$55,000
- 60” power broom \$ 6,000
- 72” v-plow for Tool Cat/Skid Loader \$4,160.00
- 72” snow blower for Tool Cat/Skid Loader \$ \$7,245.00
- Truck loading chute (if downtown snow removal is desired) \$1,535.00

**OPTIONS:**

- 1) Amend Snow and Ice Control Policy and authorize staff to obtain quotes for sidewalk snow removal.
- 2) Amend Snow and Ice Control Policy and authorize staff to advertise for part time employees and obtain quotes for equipment
- 3) Amend the proposal to the Snow and Ice Control Policy and Authorize staff to obtain quotes for sidewalk snow removal.
- 4) Amend the proposal to the Snow and Ice Control Policy and Authorize staff to advertise for part time employees and obtain quotes for equipment
- 5) Deny authorization of staff to obtain quotes for sidewalk snow removal.

**MOTION:**

*“Amend Section 5 of the Snow and Ice Control policy to include the following;*

*The City of Lake Elmo will be responsible for snow removal from sidewalks in front of residential properties in the following areas:*

- *30<sup>th</sup> St. N - between Lisbon Ave N. and Lake Elmo Ave N.*
- *Lake Elmo Ave. N - between 30<sup>th</sup> St. N and Upper 33<sup>rd</sup> St. N*
- *Lake Elmo Ave. N – between 36<sup>th</sup> St N and Stillwater Blvd N (CSAH 14)*

**AND**

*“Authorize staff to obtain quotes for snow removal from sidewalks designated by city council”*



## STAFF REPORT

DATE: October 16, 2018  
**REGULAR**  
Item #: 22

**AGENDA ITEM:** 2019 Street and Utility Improvements – Resolution Receiving Feasibility Report and Calling Hearing on Improvement

**SUBMITTED BY:** Jack Griffin, City Engineer  
**REVIEWED BY:** Kristina Handt, City Administrator  
Sue Iverson, Finance Director  
Chad Isakson, Assistant City Engineer

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**ISSUE BEFORE COUNCIL:** Should the City Council accept the Feasibility Report and call a public hearing for the 2019 Street and Utility Improvements to be held at the November 20, 2018 Council meeting?

**BACKGROUND:** On August 21, 2018, the City Council authorized the preparation of a feasibility report for the 2019 Street and Utility Improvements. The streets selected for improvement in 2019 are in accordance with the City's Street Capital Improvement Program which provides for the long-term planning and management of street and transportation infrastructure throughout the City. The streets programmed for 2019 were originally scheduled in the CIP for reconstruction in 2015, however, upon receiving the report for the 2015 Street Improvements the project was not moved forward for construction and staff was directed to reschedule each neighborhood within the 5-year Street CIP.

**PROPOSAL DETAILS/ANALYSIS:** This Feasibility Report has been prepared to address street, drainage and utility improvements programmed for construction in 2019. The report serves to identify the necessary improvements, the estimated project costs, and to consider the assessment of a portion of the project costs to properties adjacent to and benefitting from the improvements.

The proposed project includes recommendations for the complete reconstruction of streets located in the Bordners Garner Farmettes Subdivision and the Kenridge Subdivision, consisting of approximately 1.5 miles of local streets:

- 36th Street North, from Jamaca Avenue to Irwin Avenue.
- 37th Street North, from Jamaca Avenue to Irwin Avenue.
- Irwin Avenue North, from 36th Street to 37th Street.
- 38th Street North, from Innsdale Avenue to Ideal Avenue (CSAH 13).
- 39th Street North, from Innsdale Avenue to Ideal Avenue (CSAH 13).
- Innsdale Avenue North, from 38th Street to 39th Street.

In addition to the street reconstruction improvements, the scope of this Report includes extensive drainage and storm sewer improvements deemed necessary to protect and adequately drain the new street pavements, and to address localized flooding issues to the extent these issues can be addressed through work completed in the public right-of-way. Concrete curb and gutter is proposed to improve drainage, improve the construction quality of the new roadway, and provide edge control to protect and extend the service life of the new bituminous surface. Water quality improvements are proposed, including potential infiltration basins to meet Valley Branch Watershed District (VBWD) permitting requirements.

This Report also addresses the replacement of existing 4-inch diameter watermain with the City's minimum standard 8-inch watermain within the Kenridge subdivision, and proposes to extend watermain service to the Bordners Garner Farnettes subdivision. Staff is recommending that the watermain improvements be considered at this time due to the reconstruction of the streets.

The total estimated project cost is \$3,674,500. The street and drainage improvements are estimated to be \$2,317,100 and the watermain improvements are estimated to be \$1,357,400. The improvements would be partially assessed against the benefitting properties consistent with the City's Special Assessment Policy. Residential street improvements are assessed 30% of the total project costs while watermain improvements are assessed 100% to the benefitting properties after deducting City oversize costs. The City's general tax levy is used to cover the bond payments for the remaining street improvements. The Water Enterprise Fund is used to cover the watermain oversize or trunk costs. A lateral benefit assessment would be levied against properties along the proposed trunk watermain on Ideal Avenue. Assessments for street and drainage improvements are levied over 15 years while assessments for watermain improvements are levied over 20 years. Assessments are charged an interest rate of 1% over the bond rate for the project.

In addition to the recommended improvements, the estimated project costs and the proposed assessments, this report addresses the permitting requirements and the easement and right-of-way acquisition needed to implement the improvements. The feasibility report findings and recommendations will be further presented at the meeting.

**FISCAL IMPACT:** The total estimated project cost is \$3,674,500 with \$1,293,000 paid through special assessments, \$762,800 paid through the water enterprise fund and the remaining \$1,618,700 paid through the general tax levy.

**RECOMMENDATION:** Staff is recommending that the City Council approve a resolution receiving the Feasibility Report and calling a public hearing for the 2019 Street and Utility Improvements. The recommended motion for this action is as follows:

***“Move to approve Resolution No. 2018-119, receiving the Feasibility Report and Calling a Public Hearing for the 2019 Street and Utility Improvements.”***

**ATTACHMENTS:**

1. Resolution Receiving the Feasibility Report and Calling for Hearing on Improvements.
2. Notice of Hearing on Improvement.
3. Location Map.
4. Project Schedule.
5. Feasibility Report (*available for review at City Hall*).

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

**RESOLUTION NO. 2018-119**

**A RESOLUTION RECEIVING A FEASIBILITY REPORT FOR THE  
2019 STREET AND UTILITY IMPROVEMENTS AND  
CALLING HEARING ON IMPROVEMENT**

**WHEREAS**, pursuant to City Council authorization, adopted on August 21, 2018, a feasibility report has been prepared by FOCUS Engineering, Inc. for the 2019 Street and Utility Improvements; and

**WHEREAS**, the feasibility report recommends that benefitting properties be assessed all or a portion of the cost of the improvements pursuant to the City's Special Assessment Policy and Minnesota Statutes, Chapter 429; and

**WHEREAS**, the feasibility report provides information regarding whether the proposed improvement is necessary, cost-effective, and feasible; whether it should best be made as proposed or in connection with some other improvement; the estimated cost of the improvements as recommended; and a description of the methodology used to calculate individual assessments for affected parcels.

**NOW, THEREFORE, BE IT RESOLVED,**

1. That the City Council will consider the improvements in accordance with the report and the assessments of the abutting properties for all or a portion of the cost of the improvements pursuant to Minnesota Statutes, Chapter 429 at an estimated total project cost of \$2,317,100 for the street and drainage system improvements and an estimated total project cost of \$1,357,400 for the watermain improvements.
2. A public hearing shall be held on such proposed improvements on the 20th day of November, 2018, in the council chambers of the City Hall at or approximately after 7:00 P.M. and the clerk shall give mailed and published notice of such hearing and improvement as required by law.

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

**CITY OF LAKE ELMO**

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

(Seal)  
ATTEST:

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

**CITY OF LAKE ELMO  
NOTICE OF HEARING ON IMPROVEMENT  
2019 STREET AND UTILITY IMPROVEMENTS**

Notice is hereby given that the City Council of Lake Elmo will meet in the council chambers of the city hall at or approximately after 7:00 P.M. on **Tuesday, November 20, 2018**, to consider the making of the following improvements, pursuant to Minnesota Statutes, Sections 429.011 to 429.111;

The improvements consist of the reconstruction of the existing streets, drainage and storm sewer improvements, and watermain improvements within the Bordners Garner Farnettes and Kenridge Addition neighborhoods, along the following street segments:

- 36th Street North, from Jamaca Avenue to Irwin Avenue.
- 37th Street North, from Jamaca Avenue to Irwin Avenue.
- Irwin Avenue North, from 36th Street to 37th Street.
- 38th Street North, from Innsdale Avenue to Ideal Avenue (CSAH 13).
- 39th Street North, from Innsdale Avenue to Ideal Avenue (CSAH 13).
- Innsdale Avenue North, from 38th Street to 39th Street.

The area proposed to be assessed for these improvements include properties abutting the above referenced streets or properties that gain direct driveway access from the above referenced streets. The estimated total cost of the street and drainage improvements is \$2,317,100 and the estimated total cost of the watermain improvements is \$1,357,400. A reasonable estimate of the impact of the assessment will be available at the hearing. Such persons as desiring to be heard with reference to the proposed improvements will be heard at this meeting.

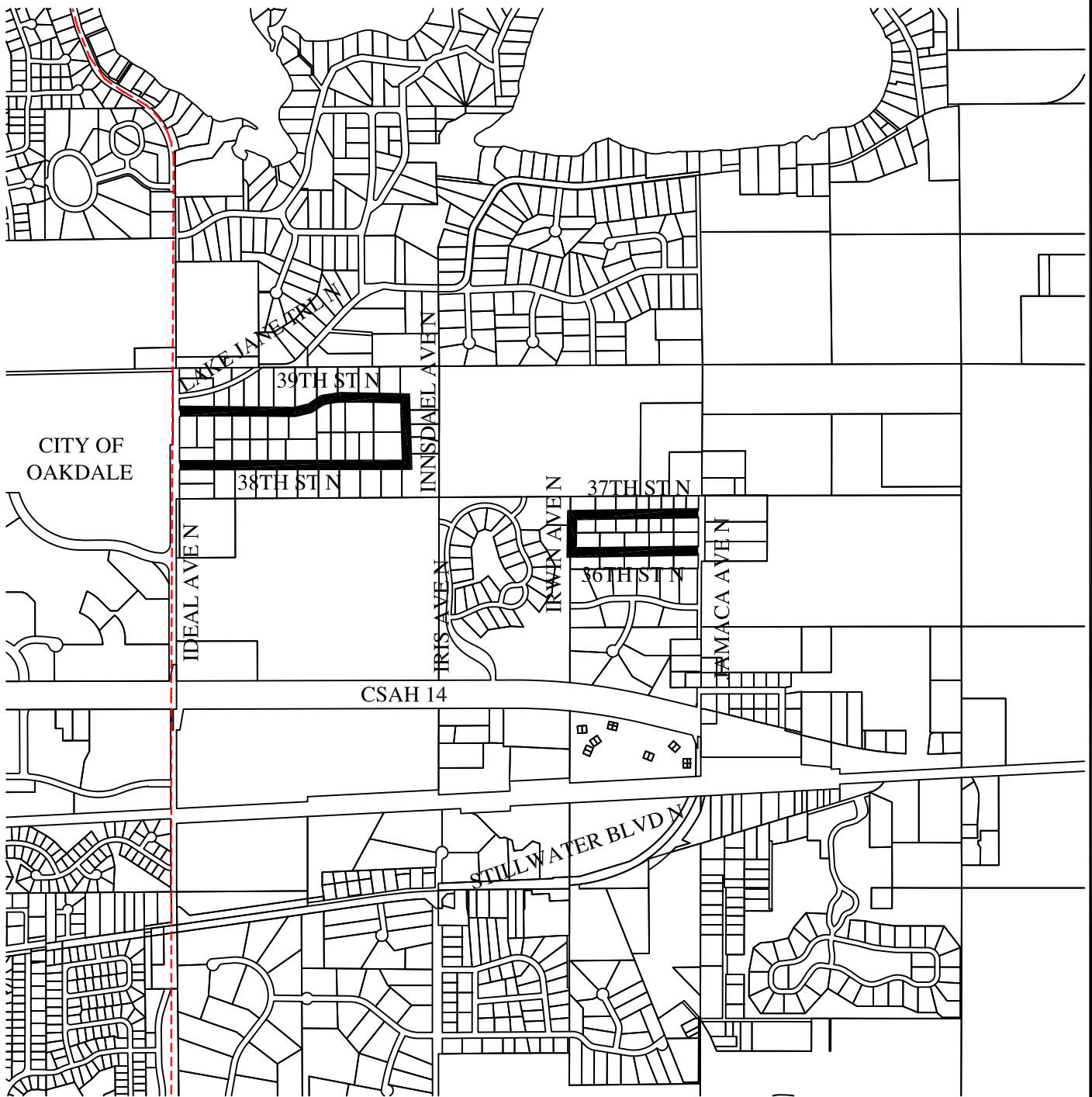
**DATED: October 16, 2018**

**BY ORDER OF THE LAKE ELMO CITY COUNCIL**

**Mike Pearson, Mayor**

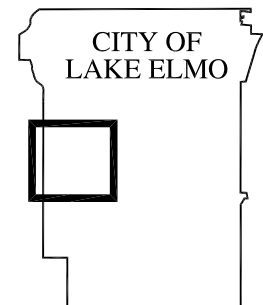
*(Published in the Oakdale/Lake Elmo Review on October 24, 2018 and October 31, 2018)*





**LEGEND**

 PROPOSED STREET & UTILITY IMPROVEMENT LIMITS



2019 STREET  
IMPROVEMENTS  
PROJECT NO. 2018.130

FIGURE NO. 1  
LOCATION MAP  
KENRIDGE & BORDNERS GARNER  
FARMETTES NEIGHBORHOODS

PROJECT SCHEDULE  
CITY OF LAKE ELMO

**FOCUS** ENGINEERING, inc.

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

2019 STREET AND UTILITY IMPROVEMENTS  
PROJECT NO. 2018.130

*OCTOBER 2018*

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AUGUST 21, 2018	Council orders preparation of Feasibility Report.
OCTOBER 16, 2018	Presentation of Feasibility Report. Council accepts Report and calls for Improvement Hearing.
NOVEMBER 20, 2018	Public Improvement Hearing. Council orders the preparation of Plans and Specifications.
MARCH 5, 2019	Council approves Plans and Specifications and orders Advertisement for Bids; Declares Costs to be Assessed and Calls for Hearing on Assessment.
APRIL 2, 2019	Receive Contractor Bids.
APRIL 16, 2019	Final Assessment Hearing. Council <u>Orders the Improvement (4/5<sup>th</sup> vote)</u> ; accepts Bids and awards Contract; and adopts the Final Assessment Roll.
MAY 15, 2019	Conduct Pre-Construction Meeting and issue Notice to Proceed. <ul style="list-style-type: none"><li>• SEPTEMBER 28, 2019 Substantial Completion.</li><li>• NOVEMBER 2, 2019 Final Completion.</li></ul>



## **STAFF REPORT**

DATE: 10/16/2018

**REGULAR**

ITEM #: 23

**MOTION**

**TO:** City Council  
**FROM:** Emily Becker, Planning Director  
**AGENDA ITEM:** Four Corners 1<sup>st</sup> Addition  
**REVIEWED BY:** Jack Griffin, City Engineer  
Sarah Sonsalla, City Attorney  
Kristina Handt, City Administrator

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### **BACKGROUND:**

On July 17, 2018, the City Council adopted Resolution 2018-076 approving the Final Plat for Four Corners 1<sup>st</sup> Addition. An executed developer's agreement is a condition of final plat approval and is required prior to recording the final plat with Washington County.

### **ISSUE BEFORE COUNCIL:**

The City Council is being asked to adopt Resolution 2018-\_\_ approving the developer agreement for Four Corners 1<sup>st</sup> Addition.

### **REVIEW/ANALYSIS:**

A condition of approval of the Four Corners 1<sup>st</sup> Addition Final Plat is that the developer enter into a Developer's Agreement prior to the execution of the plat by City officials. The key aspects of the agreement include the following components:

- That all public improvements to be completed by October 31, 2019 due to phasing within the addition.
- That the developer provide a letter of credit in the amount of \$1,136,805 related to the cost of the proposed improvements.
- That the developer provide a cash deposit of \$459,525 for park dedication, engineering administration escrow, a cash contribution in lieu of taxes, and the city's cost share of Hudson Boulevard and Manning Avenue Traffic Signal.

The construction plans are still being reviewed by the City Engineer. Upon execution of this Agreement, receipt of all fees and securities, recording of the final plat and the completion of a Preconstruction meeting with the City, construction can commence.

### **FISCAL IMPACT:**

The future financial impacts include maintenance of sanitary sewer mains, watermains and other public infrastructure, maintenance of storm water ponding areas (after warranty period), and other public financial responsibilities typically associated with a new development. The City will collect any necessary building permit fees, Sewer Accessibility Charges and Water Accessibility Charges and property taxes at the time of building permit application.

**OPTIONS:**

The City Council is being asked to consider the approval of the developer’s agreement and has the following options:

- 1) Adopt Resolution 2018-120 approving the developer agreement for Four Corners 1<sup>st</sup> Addition; or
- 2) Direct Staff to amend the draft developer agreement to bring back to a future City Council meeting.

**RECOMMENDATION:**

Staff recommends the City Council adopt Resolution 2018-120 approving the developer’s agreement for Four Corners 1<sup>st</sup> Addition with the following motion:

***“Move to adopt Resolution 2018-120 approving the developer’s agreement for Four Corners 1<sup>st</sup> Addition”***

**ATTACHMENTS:**

- Resolution 2018-120
- Four Corners 1<sup>st</sup> Addition Development Agreement

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

**RESOLUTION NO. 2018-120**

*A RESOLUTION APPROVING A DEVELOPMENT AGREEMENT FOR FOUR CORNERS 1<sup>ST</sup>  
ADDITION*

**WHEREAS**, the City of Lake Elmo is a municipal corporation organized and existing under the laws of the State of Minnesota; and

**WHEREAS**, EN Properties, LLC, 11530 Hudson Boulevards North, Lake Elmo, MN 55042 (“Developer”) has previously submitted an application to the City of Lake Elmo (“City”) for Final Plat to be called Four Corners 1<sup>st</sup> Addition, a copy of which is on file in the City Planning Department; and

**WHEREAS**, the Lake Elmo City Council adopted Resolution 2018-076 approving the Four Corners 1<sup>st</sup> Addition Final Plat on July 17, 2018; and

**WHEREAS**, a condition of approval of said Resolution 2018-076 establishes that prior to execution of the Final Plat by City officials, the Applicant shall enter into a Development Agreement with the City; and.

**WHEREAS**, the Developer and the City have agreed to enter into such a contract and a copy of the Development Agreement was submitted to the City Council for consideration at its October 2, 2018 meeting;

**NOW, THEREFORE, BE IT RESOLVED THAT** the City Council does hereby approve the Development Agreement for Four Corners 1<sup>st</sup> Addition and authorizes the mayor and city Clerk to execute the document.

Passed and duly adopted this 16<sup>th</sup> day of October, 2018 by the City Council of the City of Lake Elmo, Minnesota.

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Mike Pearson, Mayor

ATTEST:

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Julie Johnson, City Clerk

*(reserved for recording information)*

## **DEVELOPMENT AGREEMENT**

*(Public sewer and water)*

### ***Four Corners 1<sup>st</sup> Addition***

**THIS DEVELOPMENT AGREEMENT is** dated \_\_\_\_\_, 2018, by and between the **CITY OF LAKE ELMO**, a Minnesota municipal corporation (the “City”) and EN Properties, LLC, a Minnesota limited liability company (the “Developer”).

**1. REQUEST FOR PLAT APPROVAL.** The Developer has asked the City to approve a plat for Four Corners 1<sup>st</sup> Addition (referred to in this Agreement as the “Subdivision”). The property being platted is situated in the County of Washington, State of Minnesota, and is legally described on **Exhibit A**.

**2. CONDITIONS OF PLAT APPROVAL.** The City hereby approves the Subdivision on condition that the Developer enter into this Agreement, furnish the security required by it, and record the plat with the County Recorder or Registrar of Titles within 180 days after the City Council approves the final plat.

**3. RIGHT TO PROCEED.** This Agreement is intended to regulate the development of the Property and the construction therein of certain public and private improvements. The Developer may not grade or otherwise disturb the earth, remove trees or construct public or private improvements or any buildings within the Subdivision until all the following conditions precedent have been satisfied:

- A. the Developer has executed and recorded with Washington County all drainage and utility easements required for the Subdivision by the City Engineer and Public Works Director in the City's standard form or the easements have been dedicated to the City on the plat;
- B. the Developer has executed and recorded with Washington County the Storm Water Maintenance and Easement Agreement in the City's standard form;
- C. this Agreement has been executed by the Developer and the City;
- D. the required Security (as hereinafter defined) have been received by the City from or on behalf of the Developer;
- E. final construction plans and specifications have been submitted by the Developer and approved by the City Engineer;
- F. the Developer has paid the City for all legal, engineering, and administrative expenses incurred by the City regarding the City approvals and has given the City the additional City Engineering Administration Escrow required by this Agreement;
- G. the Developer has paid any outstanding assessments and taxes for the property or property being deeded to the City;
- H. the Developer has fulfilled any park dedication requirements as specified under this Agreement;
- I. the Developer has received all necessary permits from the MPCA, MDH, DNR, applicable

watershed, Washington County, and any other agency having jurisdiction over the Subdivision;

- J. the Developer has provided the City with a certificate of insurance required by this Agreement;
- K. the Developer or the Developer's engineer and the Developer's contractor(s) have initiated and attended a preconstruction meeting with the City Engineer and City staff;
- L. the final plat has been recorded with Washington County;
- M. a title insurance policy has been issued in the amount of \$100,000 in favor of the City insuring the City's interests as they appear on the plat; and
- N. the City has issued a written notice that all above conditions have been satisfied and that the Developer may proceed;

**4. PHASED DEVELOPMENT.** If the plat is a phase of a multi-phased preliminary plat, the City may refuse to approve final plats of subsequent phases of the development if the Developer is not in compliance with any term of this Agreement and the non-compliance has not been remedied. Development of subsequent phases of the development may not proceed until development agreements for such phases are approved by the City. Park dedication charges and availability charges for sewer and water referred to in this Agreement are not being imposed on outlots that are designated in the plat for future subdivision into lots and blocks, if any, in the plat. Such charges will be calculated and imposed when these outlots, if any, are platted into lots and blocks.

**5. PRELIMINARY PLAT STATUS.** If the Subdivision is a phase of a multi-phased preliminary plat, the preliminary plat approval for all phases not final platted shall lapse and be void unless final platted into lots and blocks, not outlots, within five years after preliminary plat approval.

**6. CHANGES IN OFFICIAL CONTROLS.** For five years from the date of this Agreement,



no amendments to the City's Comprehensive Plan or official controls shall apply to or affect the use, development density, lot size, lot layout or dedications of the approved final plat unless required by state or federal law or agreed to in writing by the City and the Developer. Thereafter, notwithstanding anything in this Agreement to the contrary, to the full extent permitted by state law, the City may require compliance with any changes to the City's Comprehensive Plan, official controls, platting, or dedication requirements enacted after the date of this Agreement.

**7. DEVELOPMENT PLANS.** The Developer agrees to develop the Property in accordance with the City approvals, including the terms and conditions of approval of the final plat as detailed in City Council Resolution No. 2018-076, and to construct all improvements in accordance with the approved construction plans and specifications (collectively, the "Plans") prepared by a professional engineer registered in the State of Minnesota at its sole expense. All terms and conditions of the City approvals are hereby incorporated by reference into this Agreement. The documents which constitute the Plans are those on file with and approved by the City and are listed on **Exhibit B** attached hereto. The Plans may not be modified by the Developer without the prior written approval of the City.

**8. IMPROVEMENTS.** In developing the Subdivision in accordance with the Plans, the Developer shall make or install at its sole expense the following public and private improvements (collectively, the "Subdivision Improvements"):

- A. Grading and erosion control;
- B. Sanitary sewer;
- C. Water system improvements;
- D. Stormwater improvements (storm sewer pipe, control structures, ponds, BMPs, etc.);
- E. Hudson Boulevard improvements;
- F. Streets;
- G. Trails;
- H. Underground private utilities;
- I. Landscaping;

- J. Intersection improvements (turn lanes, by pass lanes, traffic control, etc.);
- K. Tree preservation and reforestation; and
- L. Monuments required by Minnesota Statutes.

All improvements shall be installed in accordance with the approved Plans, the City approvals, the City Code, the City's Engineering Design and Construction Standards Manual, and the City's Landscape and Irrigation Standards. The Developer shall instruct its engineer to provide adequate field inspection personnel to assure an acceptable level of quality control to the extent that the Developer's engineer will be able to certify that the construction work meets the approved Plans, the City approvals, the City Code, the City's Engineering Design and Construction Standards Manual, and the City's Landscape and Irrigation Standards as a condition of City acceptance. In addition, the City may, at the City's discretion and at the Developer's expense, have one or more City inspectors or a soil engineer inspect the Developer's work on a full or part-time basis. The Developer's engineer shall provide for on-site project management. The Developer's engineer is responsible for design changes and contract administration between the Developer and the Developer's contractor.

**9. CITY ADMINISTRATION AND CONSTRUCTION OBSERVATION.** At the time of the City's approval of the final plat for the Subdivision, the Developer shall submit to the City an amount to be escrowed by the City for City administration and construction observation costs in an amount provided under paragraph 33 of this Agreement - Summary of Cash Requirements. Thereafter, the Developer shall reimburse the City each month, within 30 days of receiving an invoice, for all administration and construction observation costs incurred by the City during the construction of the Subdivision Improvements by the City's engineering, public works, planning, and landscape architecture staff and consultants. After 30 days of the invoice, the City may draw upon the escrow and stop the work on site until the escrow has been replenished in its full amount. City administration and oversight will include monitoring of construction progress and construction observation, consultation with the Developer and the Developer's professionals on status or

problems regarding the project, coordination for testing, final inspection and acceptance, project monitoring during the warranty period, and processing of requests for reduction in the Security. Construction observation shall include, at the discretion of the City, part or full time inspection of proposed public utilities and street construction. Services will be billed by the City on an hourly basis.

The direction and review provided by the City through the inspection of the Subdivision Improvements should not be considered a substitute for the Developer-required management of the construction of the Subdivision Improvements. The Developer must require the Developer's contractor(s) to furnish the City with a schedule of proposed operations at least five days prior to the commencement of construction of each type of Subdivision Improvement. The City shall inspect all Developer-installed Subdivision Improvements during and after construction for compliance with the Plans, the City approvals, the City Code, the City's Engineering Design and Construction Standards Manual, and the City's Landscape and Irrigation Standards. The Developer will notify the City at such times during construction as the City requires for inspection purposes. Such inspection is pursuant to the City's governmental authority, and no agency or joint venture relationship between the City and the Developer is thereby created.

**10. CONTRACTORS/SUBCONTRACTORS.** City Council members, City employees, and City Planning Commission members, and corporations, partnerships, and other entities in which such individuals have greater than a 25 percent ownership interest or in which they are an officer or director may not act as contractors or subcontractors for the Subdivision Improvements identified in Paragraph 8 above.

**11. TIME OF PERFORMANCE.** The Developer shall install all required Subdivision Improvements by October 31, 2019, The Developer may, however, request an extension of time from the City. If an extension is granted, it shall be conditioned upon updating the Security posted by the Developer to reflect cost increases and amending this Agreement to reflect the extended

completion date.

**12. MAINTENANCE DURING CONSTRUCTION.** The Developer shall be responsible for all maintenance of the Subdivision Improvements until the Subdivision Improvements are accepted by the City in writing. The Developer is also responsible to locate all underground utilities until the Subdivision is accepted in writing by the City. Warning signs shall be placed by the Developer when hazards develop in streets to prevent the public from traveling on same and to direct attention to detours. If and when streets become impassable, such streets shall be barricaded and closed by the Developer. Hudson Boulevard must remain open to traffic at all times unless a right-of-way obstruction permit is obtained from the City. The Developer shall be responsible for keeping streets within and outside of the Subdivision clean and clear of dirt and debris that may spill, track, or wash onto the street from the Developer's operations. The Developer shall contract for street cleaning for streets within and immediately adjacent to the Subdivision. At a minimum, scraping and sweeping shall take place on a weekly basis and on a daily basis during heavy tracking days.

**13. LICENSE.** The Developer hereby grants the City, its agents, employees, officers, and contractors a license to enter the Property to perform all work and inspections deemed appropriate by the City in conjunction with the development of the Property and this Agreement.

**14. CONSTRUCTION ACCESS.** Construction traffic access and egress for all work on the site including grading, public utility construction, and site improvements is restricted to access the Subdivision via Hudson Boulevard North at the designated rock construction entrances per the approved erosion control plans. No construction traffic is permitted on other adjacent local streets. All construction parking, and loading and unloading of equipment and supplies must be completed interior to the Subdivision and is not allowed to occur within any public right-of-way without a right-of-way obstruction permit.

**15. CONSTRUCTION SEQUENCE AND COMPLIANCE.** The City will require the

Developer to construct the Subdivision Improvements in a sequence which will allow progress and compliance points to be measured and evaluated. The Developer and the Developer's representatives are required to supervise and coordinate all construction activities for all Subdivision Improvements and must notify the City in writing stating when the work is ready for the inspection at each of the measurable points defined in the following paragraphs.

**16. EROSION CONTROL.** All construction regarding the Subdivision Improvements shall be completed in a manner designed to control erosion and in compliance with the City Code, the City's Engineering Design and Construction Standards Manual, all watershed district permits, the Minnesota Pollution Control Agency's best management practices, and other requirements including the City's permit with the Minnesota Pollution Control Agency for the municipal separate storm sewer system program. Prior to initiating any work on the site, an erosion control plan must be implemented by the Developer and inspected and approved by the City. Erosion and sediment control measures shall be coordinated with the various stages of development. The City may impose additional erosion control requirements at any stage in development as deemed necessary to maintain a compliant site. All areas disturbed for site improvements must be reseeded by the Developer promptly after the work in the area is complete unless construction of the next stage of the improvements will begin in that area within seven days. The parties recognize that time is of the essence in controlling erosion.

If the Developer does not comply with the erosion control plan and schedule or supplementary instructions received from the City, the City may take such action as it deems appropriate to control erosion. The City will endeavor to notify the Developer in advance of any proposed action, but failure of the City to do so will not affect the Developer's and City's rights or obligations hereunder. If the Developer does not reimburse the City for any cost the City incurred for such work within 10 days, the City may draw down the Security to pay any costs. No development, utility, or street construction will be allowed and no building permits will be issued by the City unless the Subdivision is in full compliance with the approved erosion control plan.

If building permits are issued prior to the acceptance of public Subdivision Improvements, the Developer assumes all responsibility for erosion control compliance throughout the Subdivision and the City may take such action as allowed by this Agreement against the Developer for any noncompliant issue as stated above. Erosion control plans for individual lots will be required in accordance with the City's building permit requirements, or as required by the City or City Engineer.

**17. STREET AND UTILITY IMPROVEMENTS.** All storm sewers, sanitary sewers, watermain improvements, and streets (including, but not limited to, turn lanes) shall be installed in accordance with the approved Plans, the City approvals, the City Code, and the City's Engineering Design and Construction Standards Manual. Installation of curb and gutter, installation of the first lift of the bituminous streets, the grading of boulevards, the installation of street signs, and restoration work on the site must be completed in accordance with the approved Plans. Once the work is completed, the Developer or the Developer's representative shall submit a written request to the City asking for an inspection of the initial improvements. The City will then schedule a walk-through to create a punch list of outstanding items to be completed. Upon receipt of the written punch list provided by the City, the punch list items must be completed by the Developer and the City notified to re-inspect the improvements.

The final bituminous wear course shall be installed by the Developer after the first bituminous course has weathered a winter season. Prior to placement of the final bituminous wear course, the Developer shall repair or replace all broken or failing curbs, sidewalks, and damaged or settled streets as determined by the City from a pre-wear course walk-through inspection.

**18. LANDSCAPING AND TREE REPLACEMENT IMPROVEMENTS.**

- A. The Developer agrees to install landscaping in accordance with the approved Plans, the City approvals, the City Code, the City's Engineering Design and Construction

Standards Manual, and the City's Landscape and Irrigation Standards. All landscaping materials such as trees, shrubs, grasses, or other vegetation installed by the Developer must be warranted and maintained for a period of two years. The two year warranty period shall be deemed to start once all required landscaping identified as responsibility of Developer in the approved Plans has received acceptance by the City. The Developer agrees to have the installer of the landscaping complete an inspection 30 days prior to the end of the two year warranty period and provide the City with a written report identifying the condition of all landscaping. In the event any landscaping installed by the Developer is deemed to be in poor condition or dead, the Developer is to replace the landscaping with like kind materials or as otherwise approved by the City. \

- B. The Developer shall be responsible for maintaining regular watering, fertilizing, and over-seeding necessary to establish final lawns and yards as identified in the approved Plans for outlots, public rights-of-way, and any disturbed areas outside the Subdivision boundaries according to a landscape maintenance plan approved by the City. The Developer agrees to achieve "substantial performance" on all seeded or sodded areas disturbed during the construction of Subdivision Improvements. For the purpose of this Agreement "substantial performance" shall be defined for areas seeded or sodded with a turf or lawn mix as "square foot turf areas with an average blade height of three inches free of eroded, bare, or dead spots and free from perennial weeds or unwanted grasses with no visible surface soil." For areas seeded with a native grass or flower mix "substantial performance" shall be defined as "square foot native grass or flower areas with an average height of eight inches free of eroded, bare, or dead spots and no visible surface soil."

**19. SIGNAGE, PAVEMENT MARKINGS, AND OTHER UTILITIES.** The Developer

agrees to install street signs, traffic and parking signs, and pavement markings along Hudson Boulevard all in accordance with the approved Plans and the City Engineering Design Standards Manual. Street and traffic sign details shall be submitted by the Developer to the City for approval prior to installation. In addition, the Developer shall be responsible for the cost and all coordination work to extend private utilities along with street lighting within the Subdivision all in accordance with the approved plans and right-of-way permits.

**20. OWNERSHIP OF IMPROVEMENTS.** Upon completion of the work and construction required by this Agreement, the Subdivision Improvements lying within public easements shall become City property. Prior to acceptance of the public Subdivision Improvements by the City, the Developer must furnish the City with a complete set of reproducible "record" plans and an electronic file of the "record" plans in accordance with the City's Engineering Design and Construction Standards Manual together with the following affidavits:

- Developer/Developer Engineer's Certificate
- Land Surveyor's Certificate

certifying that all construction has been completed in accordance with the terms of this Agreement. All necessary forms will be furnished by the City. Upon receipt of "record plans" and affidavits, and upon review and verification by the City Engineer that the public Subdivision Improvements have been completed in accordance with the terms of this Agreement, the City Engineer will accept the completed public Subdivision Improvements.

**21. PARK DEDICATION.** The Developer shall pay a cash contribution of \$49,500 in satisfaction of the City's park dedication requirements. The charge was calculated as follows:\$4,500 per acre at 11 acres.

**22. SANITARY SEWER AND WATER UTILITY AVAILABILITY CHARGES (SAC AND WAC).** The Developer shall be responsible for the payment of all sewer availability charges (SAC) and all water availability charges (WAC) with respect to the Subdivision Improvements required by the City and any state or metropolitan government agency.



The sewer availability charge (SAC) in the amount of \$3,000.00 per REC shall be payable and collected by the City at the time the building permit is issued for the building to connect to City sewer.

The Developer has previously paid \$200,000 to the City in connection with the placement of municipal water services to the terminus located at the northeast corner of the Air Lake Property as per the WAC Prepayment Agreement between the Developer and the City dated June 2, 2014 (the "Prepayment Agreement").

The water availability charge (WAC) in the amount of \$3,000.00 per REC shall be payable and collected by the City at the time the building permit is issued for each building. Actual payments for WAC fees for the Subdivision will be deducted from the fees otherwise owed annually under the Prepayment Agreement if the WAC fees are more than the minimum amount owed of \$50,000 per year.

In addition, a sewer connection charge in the amount of \$1,000.00 per REC, a Metropolitan Council sewer availability charge in the amount of \$2,485.00 per REC, and a water connection charge in the amount of \$1,000.00 per REC will be payable by the Developer and collected by the City at the time the building permit is issued for each lot.

### **23. RESPONSIBILITY FOR COSTS.**

- A. In the event that the City receives claims from labor, materialmen, or others that work required by this Agreement has been performed and the amounts due to them have not been paid, and the laborers, materialmen, or others are seeking payment from the City, the Developer hereby authorizes the City to commence an Interpleader action pursuant to Rule 22, Minnesota Rules of Civil Procedure for the District Courts, to draw upon the Security in an amount up to 125 percent of the claim(s) and deposit the funds in compliance with the Rule, and upon such deposit, the Developer shall release, discharge, and dismiss the City from any further proceedings as it

pertains to the funds deposited with the District Court, except that the Court shall retain jurisdiction to determine attorneys' fees pursuant to this Agreement.

- B. Except as otherwise specified herein, the Developer shall pay all costs incurred by it or the City in conjunction with the development of the Subdivision, including but not limited to legal, planning, engineering, and inspection expenses incurred in connection with the City's approval and acceptance of the plat and the Subdivision, the preparation of this Agreement, the City's review of construction plans and documents, and all costs and expenses incurred by the City in monitoring and inspecting development of the Subdivision. All amounts incurred and due to the City at the time of the recording of the final plat must be fully paid by the Developer prior to the City executing and releasing the final plat for recording.
- C. The Developer shall hold the City and its officials, employees, and agents harmless from claims made by itself and third parties for damages sustained or costs incurred resulting from the City's approval of the plat and the development of the Subdivision. The Developer shall indemnify the City and its officials, employees, and agents for all costs, damages, or expenses which the City may pay or incur in consequence of such claims, including attorneys' fees.
- D. The Developer shall reimburse the City for costs incurred in the enforcement of this Agreement, including reasonable engineering and attorneys' fees.
- E. The Developer shall pay, or cause to be paid when due, and in any event before any penalty is attached, all special assessments referred to in this Agreement. This is a personal obligation of the Developer and shall continue in full force and effect even if the Developer sells one or more lots, the entire Property, or any portion of it.
- F. The Developer shall pay in full all bills submitted to it by the City for obligations incurred under this Agreement within 30 days after receipt. Bills not paid within 30 days shall be assessed a late fee per the City adopted fee schedule. Upon request,

the City will provide copies of detailed invoices of the work performed by the City and its consultants.

**24. CITY PAYMENTS.** The City shall reimburse the Developer in the amount of \$70,150 for oversizing costs associated with the installation of a trunk water main, \$120,760 for oversizing costs associated with the installation of a trunk sanitary sewer main, and \$18,200 for mill and overlay of the south side of Hudson Blvd as identified in the Plans. City payments shall be made within 30 days of the City's final acceptance of the Improvements, but only if the Developer is not in default with respect to any terms of this Agreement. This payment by the City shall be the City's only responsibility with regard to construction of the Improvements and in no case shall act as a waiver of any other right of the City under this Agreement or under applicable laws, ordinances or rules.

**25. SPECIAL PROVISIONS.** The following special provisions shall apply to the Subdivision:

- A. Implementation of the recommendations listed in the May 30, 2018, Engineering memorandum and all subsequent Engineering memorandums.
- B. The Developer must obtain a sign permit from the City prior to installation of any subdivision identification signs.
- C. All public trails shall be located within outlots, be at least 30 feet in width and either be dedicated to the City in the plat or granted to the City in an easement in a form acceptable to the City.
- D. The Developer shall enter into a Landscape License Agreement with the City that clarifies the individuals or entities responsible for maintenance of any landscaping installed in areas outside of land dedicated as public park and open space on the final plat.
- E. The Developer shall pay the City a cash contribution of \$150,000 in recognition of

lost tax revenue that will be caused due to the fact that the intended use of the property will be tax exempt. Said cash contribution shall be paid in full prior to the recording of the Plat.

- F. The Developer shall reimburse the City for all costs incurred by the City for the City's cost share in the installation of a future traffic signal at the intersection of Hudson Boulevard and Manning Avenue (CSAH 15) and the construction of a southbound right turn lane and a northbound left turn lane along Manning Avenue (CSAH 15) to be designed and constructed by Washington County. The Developer shall pay the City \$250,000, which is the estimated City cost share for the future traffic signal and turn lanes. Said payment shall be made to the City in full prior to the recording of the Plat. If the actual City cost share exceeds this estimated amount, the Developer shall be responsible for reimbursing the City for the remaining portion of the City cost share within 30 days of being invoiced for such amount by the City. If the actual City cost share is less than \$250,000, the City shall return the remaining portion to the Developer within 30 days of the City paying Washington County's final invoice for the project.

**26. MISCELLANEOUS.**

- A. The Developer may not assign this Agreement without the written permission of the City Council. The Developer's obligations hereunder shall continue in full force and effect even if the Developer sells one or more lots, the entire Property, or any portion of it.
- B. Retaining walls that require a building permit shall be constructed in accordance with plans and specifications prepared by a professional engineer licensed by the State of Minnesota. Following construction, a certification signed by the design engineer shall be filed with the City Engineer evidencing that the retaining wall was constructed in accordance with the approved Plans. All retaining walls identified on

the Plans or by special conditions referred to in this Agreement shall be constructed before any other building permit is issued for a lot on which a retaining wall is required to be built.

- C. Legal documents regarding any covenants and restrictions, if applicable, shall be submitted to the City prior to recording of the final plat for review and approval by the City Attorney.
- D. The Developer shall take out and maintain or cause to be taken out and maintained until six months after the City has accepted the public Subdivision Improvements, public liability and property damage insurance covering personal injury, including death, and claims for property damage which may arise out of Developer's work or the work of its subcontractors or by one directly or indirectly employed by any of them.

Limits for bodily injury and death shall be not less than \$500,000 for one person and \$1,500,000 for each occurrence; limits for property damage shall be not less than \$200,000 for each occurrence; or a combination single limit policy of \$1,500,000 or more. The City shall be named as an additional insured on the policy, and the Developer shall file with the City a certificate of insurance evidencing coverage prior to the City signing the plat. The certificate shall provide that the City must be given 30 days' advance written notice of the cancellation of the insurance.

- E. Third parties shall have no recourse against the City under this Agreement.
- F. If any portion, section, subsection, sentence, clause, paragraph, or phrase of this Agreement is for any reason held invalid, such decision shall not affect the validity of the remaining portion of this Agreement.
- G. The action or inaction of the City shall not constitute a waiver or amendment to the provisions of this Agreement. To be binding, amendments or waivers shall be in

writing, signed by the parties and approved by written resolution of the City Council. The City's failure to promptly take legal action to enforce this Agreement shall not be a waiver or release.

- H. This Agreement shall run with the land and may be recorded against the title to the Property at the Developer's expense. The Developer covenants with the City, its successors and assigns, that the Developer has fee title to the Property being final platted and has obtained consents to this Agreement, in the form attached hereto, from all parties who have an interest in the Property, including, but not limited to, mortgagees; that there are no unrecorded interests in the Property being final platted; and that the Developer will indemnify and hold the City harmless for any breach of the foregoing covenants.
- I. Each right, power, or remedy herein conferred upon the City is cumulative and in addition to every other right, power or remedy, express or implied, now or hereafter arising, available to City, at law or in equity, or under any other agreement, and each and every right, power, and remedy herein set forth or otherwise so existing may be exercised from time to time as often and in such order as may be deemed expedient by the City and shall not be a waiver of the right to exercise at any time thereafter any other right, power or remedy.
- J. The Developer represents to the City that the Subdivision and the Subdivision Improvements comply or will comply with all City, County, metropolitan, state, and federal laws and regulations, including but not limited to: subdivision ordinances, zoning ordinances, and environmental regulations. If the City determines that the Subdivision is not in compliance, the City may, at its option, refuse to allow construction or development work in the Subdivision until it is brought into compliance. Upon the City's demand, the Developer shall cease work until there is compliance.

**27. EVENTS OF DEFAULT.** The following shall be "Events of Default" under this Agreement and the term "Event of Default" shall mean, whenever it is used in this Agreement, any one or more of the following events:

- A. Subject to unavoidable delays, failure by the Developer to commence and complete construction of the public Subdivision Improvements pursuant to the terms, conditions, and limitations of this Agreement.
- B. Failure by the Developer to substantially observe or perform any material covenant, condition, obligation, or agreement on its part to be observed or performed under this Agreement.

**28. REMEDIES ON DEFAULT.** Whenever any Event of Default occurs, the City, subject to any rights of third parties agreed to by the City pursuant to this Agreement, or otherwise by written, executed instrument of the City, may take any one or more of the following:

- A. The City may suspend its performance under the Agreement until it receives assurances from the Developer, deemed adequate by the City, that Developer will cure its default and continue its performance under the Agreement. Suspension of performance includes the right of the City to withhold permits including, but not limited to, building permits.
- B. The City may initiate such action, including legal or administrative action, as is necessary for the City to secure performance of any provision of this Agreement or recover any amounts due under this Agreement from the Developer, or immediately draw on the Security, as set forth in this Agreement.

**29. ENFORCEMENT BY CITY; DAMAGES.** The Developer acknowledges the right of the City to enforce the terms of this Agreement against the Developer, by action for specific performance or damages, or both, or by any other legally authorized means. In the event of a default by the Developer as to construction or repair of any of the Subdivision Improvements or

any other work or undertaking required by this Agreement, the City may, at its option, perform the work and the Developer shall promptly reimburse the City for any expense incurred by the City. This Agreement is a license for the City to act, and it shall not be necessary for the City to seek an order from any court for permission to enter the Subdivision for such purposes. If the City does such work, the City may, in addition to its other remedies, levy special assessments against the land within the Subdivision to recover the costs thereof. For this purpose, the Developer, for itself and its successors and assigns, expressly waives any and all procedural and substantive objections to the special assessments, including, but not limited to, hearing requirements, and any claim that the assessments exceed the benefit to the land so assessed. The Developer, for itself and its successors and assigns, also waives any appeal rights otherwise available pursuant to Minnesota Statutes Section 429.081.

The Developer also acknowledges that its failure to perform any or all of the Developer's obligations under this Agreement may result in substantial damages to the City; that in the event of default by the Developer, the City may commence legal action to recover all damages, losses, and expenses sustained by the City; and that such expenses may include, but are not limited to, the reasonable fees of legal counsel employed with respect to the enforcement of this Agreement.

**30. WARRANTY.** During the warranty period, the Developer warrants that all Subdivision Improvements will be free from defects and that they will continue to meet all technical specifications and standards. During the warranty period, the Developer agrees to repair or replace any Subdivision Improvement, or any portion or element thereof, which shows signs of failure, normal wear and tear excepted. If the Developer fails to repair or replace a defective Subdivision Improvement during the warranty period, the City may repair or replace the defective portion and may use the Security to reimburse itself for such costs. The Developer agrees to reimburse the City fully for the cost of all Subdivision Improvement repair or replacement if the cost thereof exceeds the remaining amount of the Security. Such reimbursement must be made



within 45 days of the date upon which the City notifies the Developer of the cost due under this paragraph. The Developer hereby agrees to permit the City to specially assess any unreimbursed costs against any lots in the Subdivision which have not been sold to home buyers if the Developer fails to make required payments to the City. The Developer, on behalf of itself and its successors and assigns, acknowledges the benefit to the lots within the Subdivision of the repair or replacement of the Subdivision Improvements and hereby consents to such assessment and waives the right to a hearing or notice of hearing or any appeal thereon under Minnesota Statutes, Chapter 429.

- A. The required warranty period for all work relating to the public sewer and water shall be two years from the date of final written City acceptance of the work.
- B. The required warranty period for all work relating to the Hudson Boulevard Improvements shall be one year from the date of final written City acceptance of the work.
- C. The required warranty period for sod, trees, and landscaping shall be two years from the date of final written City acceptance of the installation.

**31. SUMMARY OF SECURITY REQUIREMENTS.** To guarantee compliance with the terms of this Agreement, payment of special assessments, payment of the costs of all public Subdivision Improvements, and construction of all public Subdivision Improvements, the Developer shall furnish the City with an irrevocable letter of credit or a cash escrow or a combination of a cash escrow and letter of credit (the "Security") in the amount of \$1,136,805. The bank originating the letter of credit shall be determined by the City to be solvent and creditworthy. The letter of credit shall substantially be in the form attached to this Agreement and must be approved by the City. The amount of the Security was calculated as itemized on **Exhibit C**. If at any time the City reasonably determines that the bank issuing the letter of credit no longer satisfies the City's requirements regarding solvency and creditworthiness, the City shall notify the

Developer and the Developer shall provide to the City within 45 days a substitute for the letter of credit from another bank meeting the City's requirements. If the Developer fails to provide the City within 45 days with a substitute letter of credit from an issuing bank satisfactory to the City, the City may draw under the existing letter of credit.

This breakdown is for historical reference; it is not a restriction on the use of the Security. The City may draw down the Security, without notice, for any violation of the terms of this Agreement or if the Security is allowed to lapse prior to the end of the required term. If the required public Subdivision Improvements are not completed at least 30 days prior to the expiration of the Security, the City may also draw it down. If the Security is drawn down, the proceeds shall be used by the City to cure the default.

**32. REDUCTION OF SECURITY.** Upon written request by the Developer and upon receipt of proof satisfactory to the City Engineer that work has been completed in accordance with the approved Plans and the terms of this Agreement and that all financial obligations to the City have been satisfied, the City Engineer may approve reductions in the Security in the following instances:

- A. Up to 75 percent of the Security associated with the itemization on **Exhibit C** may be released upon completion of the following key milestones of the project as determined by the City Engineer:
  - 1. Construction Categories 2 and 3: The amount of \$565,092 may be released when all sanitary sewer and watermain utilities have been installed, all testing and televising has been successfully completed, sanitary sewer as-built inverts have been verified, and the utilities are considered ready for use by the City Engineer.
  - 2. Construction Categories 4 and 5: The amount of \$223,718 may be released when the Hudson Boulevard Improvements, including street and drainage, turn

lanes, pavement markings and signage, and bituminous trail has been installed and has been found to be complete to the satisfaction of the City Engineer including all corrective work for any identified punch list items and including verification of storm sewer as-built inverts, but not including the final wear course.

3. Construction Categories 6-10 and 14-17: The amount of \$57,231 may be released when all remaining Developer's obligations under this Agreement have been completed including: (1) bio retention facilities; (2) iron monuments for lot corners have been installed; (3) all financial obligations to the City satisfied; (4) the required "record" plans in the form of the City standards have been received and approved by the City; and (5) the public Subdivision Improvements are accepted by the City Engineer and the City Council.
  4. Construction Categories 11-13: The amount of \$6,563 may be released when landscaping Subdivision Improvements have been installed to the satisfaction of the City including all corrective work for any identified punch list items.
- B. Twenty-five percent of the original Security amount, excluding grading and landscaping improvements shall be retained until: (1) all Subdivision Improvements have been fully completed and accepted by the City, including all corrective work and warranty punch list items; (2) all financial obligations to the City have been satisfied; and (3) the warranty period has expired.
- C. Twenty-five percent of the original Security amount associated with landscaping shall be retained by the City until: (1) all landscaping Subdivision Improvements have been fully completed and accepted by the City, including all corrective work and warranty punch list items being completed by the Developer; (2) all financial obligations to the City have been satisfied; and (3) the warranty period has expired.
- D. It is the intent of the parties that the City at all times have available to it Security in an

amount adequate to ensure completion of all elements of the Subdivision Improvements and other obligations of the Developer under this Agreement, including fees or costs due to the City by the Developer. To that end and notwithstanding anything herein to the contrary, all requests by the Developer for a reduction or release of the Security shall be evaluated by the City in light of that principle.

**33. SUMMARY OF CASH REQUIREMENTS.** The following is a summary of the cash requirements under this Agreement which must be paid to the City prior to recording the final plat:

Park Dedication:	\$49,500
Special Assessments Due:	\$0
City Base Map Upgrading (\$25.00 per REU):	\$25
City Engineering Administration Escrow:	\$10,000
Cash Contribution for Payment in Lieu of Taxes	\$150,000
City Cost Share of Hudson Boulevard and Manning Avenue (CSAH 15) Traffic Signal/Turn Lanes	\$250,000
<b>TOTAL CASH REQUIREMENTS:</b>	<b>\$459,525</b>

**34. NOTICES.** Required notices to the Developer shall be in writing, and shall be either hand delivered to the Developer, its employees or agents, or mailed to the Developer by certified mail at the following address: 11530 Hudson Boulevard North, Lake Elmo, MN 55042. Notices to the City shall be in writing and shall be either hand delivered to the City Administrator, or mailed to the City by certified mail in care of the City Administrator at the following address: Lake Elmo City Hall, 3880 Laverne Avenue N, Suite 101, Lake Elmo, Minnesota 55042.

**35. EVIDENCE OF TITLE.** The Developer shall furnish the City with evidence of fee ownership of the property being platted by way of an a title insurance policy dated not earlier than 30 days prior to the execution of the plat.

**36. COMPLIANCE WITH LAWS.** The Developer agrees to comply with all laws, ordinances, regulations, and directives of the state of Minnesota and the City applicable to the Subdivision. This Agreement shall be construed according to the laws of the Minnesota.

**37. SEVERABILITY.** In the event that any provision of this Agreement shall be held invalid,

illegal, or unenforceable by any court of competent jurisdiction, such holding shall pertain only to such section and shall not invalidate or render unenforceable any other provision of this Agreement.

**38. NON-WAIVER.** Each right, power, or remedy conferred upon the City by this Agreement is cumulative and in addition to every other right, power, or remedy, express or implied, now or hereafter arising, or available to the City at law or in equity, or under any other agreement. Each and every right, power, and remedy herein set forth or otherwise so existing may be exercised from time to time as often and in such order as may be deemed expedient by the City and shall not be a waiver of the right to exercise at any time thereafter any other right, power, or remedy. If either party waives in writing any default or nonperformance by the other party, such waiver shall be deemed to apply only to such event and shall not waive any other prior or subsequent default.

**39. COUNTERPARTS.** This Agreement may be executed simultaneously in any number of counterparts, each of which shall be an original and shall constitute one and the same Agreement.

**CITY OF LAKE ELMO**

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

By: \_\_\_\_\_  
          Julie Johnson  
Its: City Clerk

STATE OF MINNESOTA        )  
  ) ss.  
COUNTY OF WASHINGTON    )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by Mike Pearson and Julie Johnson, the Mayor and City Clerk, respectively, of the City of Lake Elmo, a Minnesota municipal corporation, on behalf of the corporation and pursuant to the authority granted by its City Council.

NOTARY PUBLIC

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**EN PROPERTIES, LLC**

By: \_\_\_\_\_

Its: \_\_\_\_\_

STATE OF MINNESOTA     )  
  ) ss.  
COUNTY OF \_\_\_\_\_)

The foregoing instrument was acknowledged before me this \_\_\_\_, day of \_\_\_\_\_,  
20\_\_, by \_\_\_\_\_, the \_\_\_\_\_ of EN Properties, LLC, a  
Minnesota limited liability company on behalf of the company.

\_\_\_\_\_  
NOTARY PUBLIC

DRAFTED BY:  
City of Lake Elmo  
3800 Laverne Avenue North  
Lake Elmo, MN 55042  
(651) 747-3901

**FEE OWNER CONSENT TO  
DEVELOPMENT AGREEMENT**

\_\_\_\_\_, fee owners of all or part of the subject property, the development of which is governed by the foregoing Development Agreement, affirm and consent to the provisions thereof and agree to be bound by the provisions as the same may apply to that portion of the subject property owned by them.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_\_.

STATE OF MINNESOTA     )  
  ) ss.  
COUNTY OF \_\_\_\_\_)

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

DRAFTED BY:  
City of Lake Elmo  
3800 Laverne Avenue North  
Lake Elmo, MN 55042  
(651) 747-3901



**MORTGAGEE CONSENT TO  
DEVELOPMENT AGREEMENT**

\_\_\_\_\_, which holds a mortgage on the Property, the development of which is governed by the foregoing Development Agreement, agrees that the Development Agreement shall remain in full force and effect even if it forecloses on its mortgage.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_\_.

\_\_\_\_\_  
\_\_\_\_\_

STATE OF MINNESOTA     )  
  ) ss.  
COUNTY OF \_\_\_\_\_)

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_, by \_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

DRAFTED BY:  
City of Lake Elmo  
3800 Laverne Avenue North  
Lake Elmo, MN 55042  
(651) 747-3901

**CONTRACT PURCHASER CONSENT TO  
DEVELOPMENT AGREEMENT**

\_\_\_\_\_,  
which/who has a contract purchaser's interest in all or part of the Property, the development of which is governed by the foregoing Development Agreement, hereby affirms and consents to the provisions thereof and agrees to be bound by the provisions as the same may apply to that portion of the Property in which there is a contract purchaser's interest.

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
\_\_\_\_\_

STATE OF MINNESOTA     )  
  ) ss.  
COUNTY OF \_\_\_\_\_)

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_,  
20\_\_, by \_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

DRAFTED BY:  
City of Lake Elmo  
3800 Laverne Avenue North  
Lake Elmo, MN 55042  
(651) 747-3901

**EXHIBIT A TO  
DEVELOPMENT AGREEMENT**

**Legal Description of Property Being Final Platted**

That part of the South Half of the Southeast Quarter of Section 36, Township 29 North, Range 21 West, Washington County, Minnesota, lying easterly of the West 33.00 feet (2 rods) thereof, EXCEPT that part designated as Parcel 44 on Minnesota Department of Transportation Right of Way Plat No. 82-35, State Project No. 8282 (94-392), recorded as Document No. 424557 in the Office of the County Recorder, Washington County, Minnesota.

# EXHIBIT B TO DEVELOPMENT AGREEMENT

## List of Plan Documents

The following documents prepared by Larson Engineering constitute the Plans:

THOSE DOCUMENTS BY

AS FOLLOWS:

<u>SHEET</u>	<u>TITLE</u>	<u>REVISION DATE</u>
<b>T</b>	<b>Title</b>	
<b>C1</b>	<b>Demolition Plan</b>	
<b>C2</b>	<b>Paving and Dimension Plan</b>	
<b>C3</b>	<b>Grading and Erosion Control Plan</b>	
<b>C3.1</b>	<b>Landscape Plan</b>	
<b>C4</b>	<b>Utility Plan</b>	
<b>C5</b>	<b>Details</b>	
<b>C6</b>	<b>Details</b>	

**EXHIBIT C TO  
DEVELOPMENT AGREEMENT**

**Subdivision Improvements Cost/Security Amount Estimate**

<b><u>CONSTRUCTION CATEGORY</u></b>	<b><u>COST</u></b>	<b><u>125 percent</u></b>
1 <u>Grading</u>	\$NA	\$NA
2 <u>Sanitary Sewer</u>	\$285,105	\$356,381
3 <u>Watermain</u>	\$317,660	\$397,075
4 <u>Storm Sewer (includes pond structures and outfall pipes)</u>	\$48,958	\$61,198
5     Streets and Sidewalks	\$189,675	\$237,094
6     Trails	\$13,183	\$16,479
7 <u>Surface Water Facilities (ponds, infiltration basins, other BMPs)</u>	\$NA	\$NA
8     Street Lighting	\$NA	\$NA
9 <u>Street and Traffic Signs</u>	\$2,863	\$3,579
10 <u>Private Utilities</u>	\$NA	\$NA
11 <u>Landscaping Improvements</u>	\$7,000	\$8,750
12 <u>Tree Preservation and Restoration</u>	\$NA	\$NA
13 <u>Wetland Mitigation and Buffers</u>	\$NA	\$NA
14 <u>Monuments</u>	\$NA	\$NA
15 <u>Erosion and Sediment Control</u>	\$37,000	\$46,250
16    Miscellaneous Facilities	\$NA	\$NA
17    Developer's Record Drawings	\$8,000	\$10,000
<b><u>TOTALS</u></b>	<b>\$909,444</b>	<b>\$1,136,805</b>

## FORM OF IRREVOCABLE LETTER OF CREDIT

No. \_\_\_\_\_

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

TO: City of Lake Elmo

Dear Sir or Madam:

We hereby issue, for the account of \_\_\_\_\_ (Name of Developer) and in your favor, our Irrevocable Letter of Credit in the amount of \$ \_\_\_\_\_ available to you by your draft drawn on sight on the undersigned bank.

The draft must:

- a) Bear the clause, "Drawn under Letter of Credit No. \_\_\_\_\_, dated \_\_\_\_\_, 20\_\_\_\_, of (Name of Bank) \_\_\_\_\_";
- b) Be signed by the Mayor or City Administrator of the City of Lake Elmo.
- c) Be presented for payment at \_\_\_\_\_ (Address of Bank) \_\_\_\_\_, on or before 4:00 p.m. on November 30, 20\_\_\_\_.

This Letter of Credit shall automatically renew for successive one-year terms unless, at least forty-five (45) days prior to the next annual renewal date (which shall be November 30 of each year), the Bank delivers written notice to the Lake Elmo City Administrator that it intends to modify the terms of, or cancel, this Letter of Credit. Written notice is effective if sent by certified mail, postage prepaid, and deposited in the U.S. Mail, at least forty-five (45) days prior to the next annual renewal date addressed as follows: City Administrator, City Hall, 3880 Laverne Ave. N., Suite 101, Lake Elmo Minnesota 55042 and is actually received by the City Administrator at least thirty (30) days prior to the renewal date.

This Letter of Credit sets forth in full our understanding which shall not in any way be modified, amended, amplified, or limited by reference to any document, instrument, or agreement, whether or not referred to herein.

This Letter of Credit is not assignable. This is not a Notation Letter of Credit. More than one draw may be made under this Letter of Credit.

This Letter of Credit shall be governed by the most recent revision of the Uniform Customs and Practice for Documentary Credits, International Chamber of Commerce Publication No. 500.

We hereby agree that a draft drawn under and in compliance with this Letter of Credit shall be duly honored upon presentation.

BY: \_\_\_\_\_

Its \_\_\_\_\_









## STAFF REPORT

DATE: October 16, 2018

**REGULAR** #24

**AGENDA ITEM:** Council Members as Employees

**SUBMITTED BY:** Kristina Handt, City Administrator

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### **BACKGROUND:**

At the February 2, 2016 meeting Council passed a motion stating “For the purposes of Minnesota Statutes Chapter 13 and insurance liability coverage, City Council members should be treated as employees of the City.”

The Council discussed this issue again at the September 11, 2018 work session and there was direction to bring this forward to a Council meeting and change the designations.

### **ISSUE BEFORE COUNCIL:**

Should the Council change the policy about Council Members being treated as employees?

### **PROPOSAL:**

As discussed at the 2/2/16 and 9/11/18 meetings, this is a policy decision for the Council. Some cities treat council members as employees for the purposes of data practices and some do not.

In review of the 2/2/16 meeting, it was mentioned and referenced in the staff report that our insurance lists Council members as employees for the purposes of liability coverage. That is not accurate. While our liability coverage does cover council members, it lists them separately from city employees. One of the changes that occurred on January 1, 2016 is that the city’s workers compensation coverage defaulted to covering elected officials as employees. This option had always been available to the city in the past. The policy change was simple that unless the city opted out, elected officials would be covered under workers comp.

Stillwater, Minneapolis, and Eden Prairie are cities that treat Council members as employees for the purposes of data practices.

### **FISCAL IMPACT:**

If the city chose to opt out of workers comp coverage for elected officials, it would save a minimal amount (around a couple hundred dollars). The City has been treating the Mayor and Council as employees for workers compensation coverage so there would be no additional cost.

### **OPTIONS:**

- 1) Make no changes to the current policy
- 2) Do not treat council members as employees of the city for the purposes of MN Stat. Chap 13 and workers comp coverage

- 3) Do not treat Council members as employees of the city for the purposes of MN Stat. Chap 13 but continue to cover them for workers comp

**RECOMMENDATION:**

Based upon the direction at the work session:

***Motion to Approve Resolution No 2018-121 A Resolution to Consider Council Members as Employees for Workers Compensation Only.”***

**ATTACHMENTS:**

- Resolution No 2018-121

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

**RESOLUTION NO. 2018-121**

*A RESOLUTION TO CONSIDER COUNCIL MEMBERS AS EMPLOYEES FOR THE  
PURPOSES OF WORKERS COMPENSATION ONLY*

**WHEREAS**, the City of Lake Elmo is a municipal corporation organized and existing under the laws of the State of Minnesota; and

**WHEREAS**, the City Council of the City of Lake Elmo may determine when to treat themselves as employees for the purposes of workers compensation or data practices; and

**WHEREAS**, the Lake Elmo City Council did decide in February 2016 to treat council members as employees for the purposes of Minnesota Chapter 13 (data practices) and liability insurance; and

**WHEREAS**, the Lake Elmo City Council discussed this issue again at its September 11, 2018 work session and received updated information as it relates to council members as employees and insurance coverage;

**NOW, THEREFORE, BE IT RESOLVED THAT** the City Council does hereby designate the Mayor and Council as employees for the purposes of workers compensation only. Council members will not be treated as employees under MN Stat. Chap 13.

Passed and duly adopted this 16<sup>th</sup> day of October 2018 by the City Council of the City of Lake Elmo, Minnesota.

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Mike Pearson, Mayor

ATTEST:

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Julie Johnson, City Clerk



## STAFF REPORT

DATE: October 16, 2018  
**REGULAR**  
ITEM #: 25

**AGENDA ITEM:** Heritage Farms Subdivision Sanitary Sewer Petition – Accept Petition and Defer Preparation of a Feasibility Report

**SUBMITTED BY:** Jack Griffin, City Engineer  
**REVIEWED BY:** Kristina Handt, City Administrator  
Rob Weldon, Public Works Director  
Chad Isakson, Assistant City Engineer

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**ISSUE BEFORE COUNCIL:** Should the City Council accept a Petition for municipal sanitary sewer service for the Heritage Farms Subdivision and defer the preparation of the Feasibility Report to be completed in conjunction with the Heritage Farms Street and Drainage Improvements Feasibility Report, currently scheduled in the Capital Improvement Plan (CIP) for 2020?

**BACKGROUND AND PROPOSAL DETAILS/ANALYSIS:** A petition requesting municipal sanitary sewer service was received from the Heritage Farms Subdivision in August 2018. The petition was signed by 32 of the 44 properties abutting the requested improvements as reviewed and verified by the City Clerk. The Heritage Farms Subdivision is located near Manning Avenue and 30th Street, just south of the Village Area MUSA. In order to provide sanitary sewer service to the Heritage Farms neighborhood a Feasibility Report would need to be completed to review the feasibility and capacity of connecting to the Village area sewer system together with the estimated project costs and assessments. If the improvements are found to be feasible, a Comprehensive Plan Amendment would be required to bring the subdivision within the Village Area MUSA before constructing the project.

Street and drainage Improvements for the Heritage Farms neighborhood are currently scheduled in the City CIP, to be constructed in 2020. Therefore, staff is recommending that the feasibility report for sanitary sewer be deferred to be completed in conjunction with the Street and Drainage Improvement Feasibility Report and if the project is implemented that the improvements be completed as one project. To maintain a 2020 implementation schedule staff will ask for authorization to initiate the feasibility report in the summer of 2019.

**RECOMMENDATION:** Staff is recommending that the City Council approve a resolution declaring adequacy of the petition for municipal sanitary sewer service for the Heritage Farms Subdivision and deferring the preparation of the Feasibility Report to be completed with the Heritage Farms Street and Drainage Improvements Feasibility Report in 2019. The recommended motion for this action is as follows:

***“Move to approve Resolution No. 2018-122, Declaring the Adequacy of the Heritage Farms Petition for Municipal Sanitary Sewer Service and Deferring the Preparation of a Feasibility Report.”***

**ATTACHMENTS:**

1. Resolution Declaring Adequacy of Petition and Deferring the Feasibility Report.
2. Heritage Farms Subdivision – Petition for Sanitary Sewer Service.
3. Heritage Farms Subdivision – Location Map.

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

**RESOLUTION NO. 2018-122**

**A RESOLUTION DECLARING ADEQUACY OF THE HERITAGE FARMS PETITION  
FOR MUNICIPAL SANITARY SEWER SERVICE AND DEFERRING THE  
PREPARATION OF THE FEASIBILITY REPORT**

**WHEREAS**, a petition was received from the owners of real property abutting Lisbon Avenue North, Lisbon Court North, and 30th Street Court North in the Heritage Farms Subdivision, requesting municipal sanitary sewer service; and

**WHEREAS**, street and drainage improvements for Lisbon Avenue North, Lisbon Court North, and 30th Street Court North in the Heritage Farms Subdivision, is currently programmed in the City's Capital Improvement Plan for year 2020, and

**WHEREAS**, it is proposed to assess all or a portion of the cost of these improvements pursuant to the City's Special Assessment Policy and Minnesota Statutes, Chapter 429.

**NOW, THEREFORE, IT IS HEREBY RESOLVED,**

1. The Petition requesting the improvements is hereby declared to be signed by the required percentage of owners of property affected thereby. This declaration is made in conformity to Minnesota Statutes 429.035.
2. The Petition for the proposed improvements is hereby referred to the City Engineer and FOCUS Engineering, Inc., to complete a feasibility report in accordance with Minnesota Statutes, Chapter 429 for the proposed improvements, and to report to the council in a preliminary way as to whether the proposed improvement is necessary, cost-effective, and feasible; whether it should best be made as proposed or in connection with some other improvement; the estimated cost of the improvement as recommended; and a description of the methodology used to calculate individual assessments for affected parcels.
3. The preparation of the Feasibility Report shall be deferred until such time that the Council authorizes the preparation of the Feasibility Report for the Street and Drainage Improvements for the Heritage Farms Subdivision, currently in the Capital Improvement Plan for year 2020.

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

**CITY OF LAKE ELMO**

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

(Seal)  
ATTEST:

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

Dale Young  
651-323-8675  
dale55042@gmail.com

check  
an offer  
additional  
costs

# CITY OF Lake Elmo

## PETITION FOR LOCAL IMPROVEMENT

DATE:

44 Homes  
32 Verified Signatures (City Clerk)

TO THE CITY COUNCIL OF LAKE ELMO, MINNESOTA:

We the undersigned, being the owners of real property in the City of Lake Elmo and representing at least 35% of the affected properties abutting or receiving benefit from the requested improvements, hereby petition the City to extend to our properties municipal sewer service pursuant to Minnesota Statutes, Chapter 429, and that the City assess the cost of the improvement against our property described below and hereby agree to pay the entire cost as apportioned by the City.

We understand that if the City Council orders the improvements, we may be assessed for these improvements in accordance with the City's Special Assessment Policy and State Statutes, we understand that the City Council has full authority to authorize improvements to be made, and assessments to be levied against my property, and that any decision to order the improvements is NOT subject to vote by the abutting properties.

*(To allow for proper City notifications, each signature must be accompanied by a legibly printed name and address)*

SIGNATURE OF PROPERTY OWNER(S)	NAME (printed)	ADDRESS (printed)
1. <u>Joel Anderson</u>	Joel Anderson	2820 Lisbon Ave. Ct. N
2. <u>Brian Chubb</u>	Brian Chubb	2739 Lisbon Ave Ct N
3. <u>Erika Christensen</u>	Erika Christensen	2793 LISBON AVE CT. N
4. <u>Daniel J. Peterson</u>	Daniel J. Peterson	2770 Lisbon Ave Ct N
5. <u>Brian Dryjanski</u>	Brian Dryjanski	2772 Lisbon Ave CT N
6. <u>Jay Bernick</u>	JAY BERNICK	2965 LISBON AVE N
7. <u>Dave Behrman</u>	Dave Behrman	2769 Lisbon Ave ct N
8. <u>Sandra Olds</u>	Sandra Olds	2684 Lisbon Ave. N.
9. <u>Steve Kall</u>	Steve Kall	2753 Lisbon Ave Ct N
10. <u>Betsy Hoffman</u>	Betsy Hoffman	2750 Lisbon Ave. N
11. <u>Cynthia Menzel</u>	Cynthia Menzel	2978 30th St Ct N

Signature

Print Name

address

PETITION FOR LOCAL IMPROVEMENT

Page 2

2795 Lisbon

- 12. John C. Swenson John C. Swenson Ave North
- 13. [Signature] MICHAEL ARNEY 2964 30th St CR W
- 14. [Signature] Christine Keefe 2646 Lisbon Ave CT W
- 15. [Signature] Toni Pelletier 2748 Lisbon Ave CT N
- 16. [Signature] Brandon Mueller 2867 Lisbon Ave N.
- 17. [Signature] James Kelly 2902 Lisbon Ave N.
- 18. [Signature] Joan C Freitag 2899 Lisbon Ave N.
- 19. PAUL MATSCHI Paul Matschi 2932 LISBON AVE N.
- 20. [Signature] Brad Eggen 27910 Lisbon Ave CT N
- 21. Dale Young Dale Young 2846 Lisbon Ave N.
- 22. William Hafner WILLIAM HAFNER 2718 LISBON AVE N
- 23. John C. Sievers 2735 Lisbon N John Sievers
- 24. [Signature] 2662 Lisbon Ave N. MARK Bezdic

Examined, checked, and found to be in proper form and to be signed by the required number of owners of property affected by the making of the improvement petitioned for.

[Signature]

Julie Johnson, City Clerk

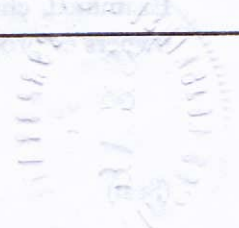
(Seal)

- 25. Pamela A. Baker 2672 Lisbon Ave CT N Pamela A. Baker
- 26. [Signature] 2700 LISBON AVE N BRYAN BILLINGSLEY
- 27. Kathy Pearson Kathy Pearson, 2805 Lisbon Ave No., Lake Elm
- 28. Tammy Bugstad TAMMY BUGSTAD 2874 LISBON AV. N.
- 29. Kelly Winn Kelly Winn 2972 30th St. Cir. N.
- 30. Joetta Andres Joetta Andres 2660 Lisbon Ave CT. N

31 John B. Lammers 2823 LISBON AVE NE  
32 DelRae Brackton 2721 Lisbon Ave NE

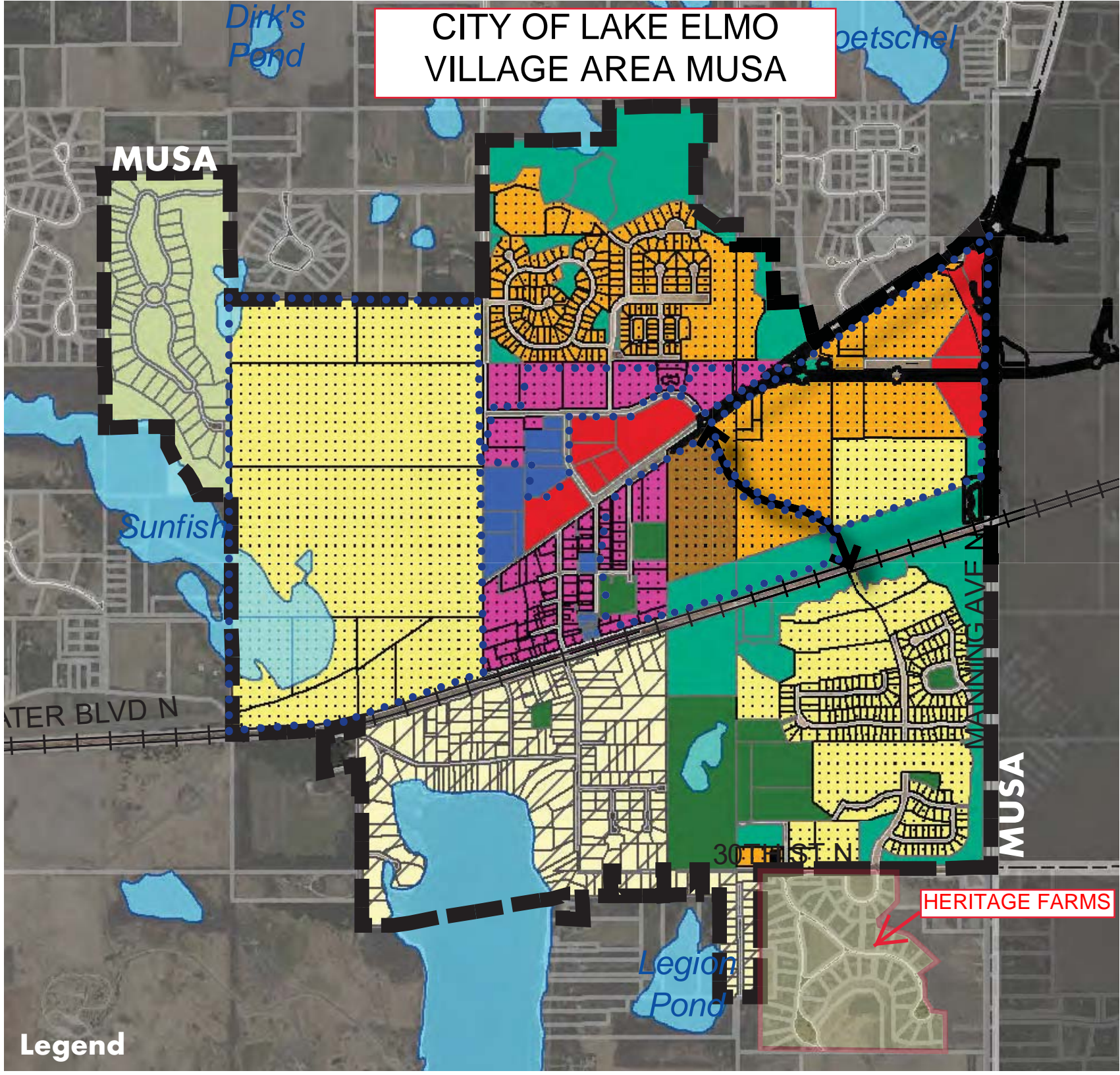
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*[Signature]*  
Public Johnson, Civ Clerk





# CITY OF LAKE ELMO VILLAGE AREA MUSA



**MUSA**

Sunfish

WATER BLVD N

30th St N

MANNING AVE N

**MUSA**

**HERITAGE FARMS**

Legion Pond

**Legend**



## STAFF REPORT

DATE: October 16, 2018  
**REGULAR**  
ITEM #: 26

**AGENDA ITEM:** Hamlet on Sunfish Lake Subdivision Sanitary Sewer Petition – Accept Petition and Order the Preparation of a Feasibility Report and Preliminary Design

**SUBMITTED BY:** Jack Griffin, City Engineer  
**REVIEWED BY:** Kristina Handt, City Administrator  
Rob Weldon, Public Works Director  
Chad Isakson, Assistant City Engineer

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**ISSUE BEFORE COUNCIL:** Should the City Council accept a Petition for municipal sanitary sewer service for the Hamlet on Sunfish Lake Subdivision and order the preparation of a Feasibility Report and Preliminary Design?

**BACKGROUND AND PROPOSAL DETAILS/ANALYSIS:** A petition requesting municipal sanitary sewer service was received from the Hamlet on Sunfish Lake Subdivision in August 2018. The petition was signed by 27 of the 41 properties benefitting from the requested improvements. The Hamlet on Sunfish Lake Subdivision is located on the northwest side of the Village Area MUSA, just west of the Legacy at North Star Subdivision. The neighborhood is currently served through a privately owned and operated community wastewater treatment system that has been determined to be a non-compliant system. Hamlet on Sunfish Lake is currently operating the private wastewater system in accordance with a Schedule of Compliance through the Minnesota Pollution Control Agency (MPCA), which requires the subdivision to connect to the City sanitary sewer system by December 2020 and then to decommission the private wastewater system.

Hamlet on Sunfish Lake and the City of Lake Elmo have been planning for the neighborhood's connection to the City sanitary sewer system since 2006. As part of this planning the subdivision has been added to the Village Area MUSA through a Comprehensive Plan Amendment.

In order to initiate the Hamlet on Sunfish Lake Sanitary Sewer Improvements, the City Council must direct the preparation of a feasibility report and preliminary design meeting the statutory process for public improvements that are specially assessed. The scope of improvements for the report and preliminary design will be limited to the work necessary to make the direct connection from Hamlet on Sunfish Lake's private sewer system to the City's sanitary sewer system located within the Legacy at North Star development. The limited scope is intended to expedite the improvements to meet the MPCA Compliance Schedule. Decommissioning the private wastewater treatment system and reviewing the private sanitary sewer system for potential turnover to City ownership and maintenance will be addressed outside the scope of this Report. The report will advise on the scope of recommended improvements, provide estimated project costs, identify easement and right-of-way, permits, and other requirements of other local agencies needed to implement the improvements, recommend whether the improvements are necessary, cost effective, and feasible. The Report will also provide a proposed preliminary assessment roll for each of the benefitting properties based upon the City's Special Assessment Policy for Local Improvements.

**FISCAL IMPACT:** \$14,500.

If authorized, FOCUS Engineering Inc., and its supporting consultants, will prepare the feasibility report and preliminary design in a not to exceed amount of \$14,500 for the Hamlet on Sunfish Lake Sanitary Sewer Improvements. If the improvements are ordered, the report costs will be charged against the project fund and become assessable to the benefitting properties. Should the project not be constructed, the report costs cannot be assessed.

**RECOMMENDATION:** Staff is recommending that the City Council authorize FOCUS Engineering, Inc., and supporting consultants, to prepare a Feasibility Report and Preliminary Design for Municipal Sanitary Sewer for the Hamlet on Sunfish Lake Subdivision in the not to exceed amount of \$14,500. The recommended motion for this action is as follows:

***“Move to approve Resolution No. 2018-123, Declaring Adequacy of Petition and Ordering preparation of a Feasibility Report and Preliminary Design for Municipal Sanitary Sewer for the Hamlet on Sunfish Lake Subdivision to be completed by FOCUS Engineering, Inc., and supporting consultants in the not to exceed amount of \$14,500.”***

**ATTACHMENTS:**

1. Resolution Declaring Adequacy of Petition and Order Preparation of a Feasibility Report.
2. Hamlet on Sunfish Lake Subdivision – Petition for Sanitary Sewer Service.
3. Hamlet on Sunfish Lake Subdivision – Location Map.

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

**RESOLUTION NO. 2018-123**

**A RESOLUTION DECLARING ADEQUACY OF PETITION AND ORDERING THE  
PREPARATION OF A FEASIBILITY REPORT AND PRELIMINARY DESIGN FOR  
MUNICIPAL SANITARY SEWER SERVICE FOR THE  
HAMLET ON SUNFISH LAKE SUBDIVISION**

**WHEREAS**, a petition was received from the owners of real property abutting Kindred Way North and Kindred Court North in the Hamlet on Sunfish Lake Subdivision, requesting municipal sanitary sewer service; and

**WHEREAS**, the Hamlet on Sunfish Lake Subdivision is located within the Village Area MUSA and has been planning to connect to City sanitary sewer to replace a private community wastewater treatment system, and

**WHEREAS**, it is proposed to assess all or a portion of the cost of these improvements pursuant to the City's Special Assessment Policy and Minnesota Statutes, Chapter 429.

**NOW, THEREFORE, IT IS HEREBY RESOLVED,**

1. The Petition requesting the improvements is hereby declared to be signed by the required percentage of owners of property affected thereby. This declaration is made in conformity to Minnesota Statutes 429.035.
2. The Petition for the proposed improvements is hereby referred to the City Engineer and FOCUS Engineering, Inc., and supporting consultants, to complete a feasibility report and preliminary design in accordance with Minnesota Statutes, Chapter 429 for the proposed improvements, and to report to the council with all convenient speed advising the council in a preliminary way as to whether the proposed improvement is necessary, cost-effective, and feasible; whether it should best be made as proposed or in connection with some other improvement; the estimated cost of the improvement as recommended; and a description of the methodology used to calculate individual assessments for affected parcels.

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

**CITY OF LAKE ELMO**

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

(Seal)  
ATTEST:

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

41 Homes  
27 Signatures

# CITY OF Lake Elmo

## PETITION FOR LOCAL IMPROVEMENT

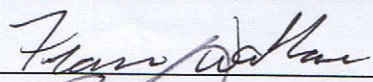
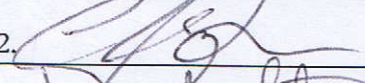
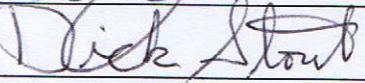
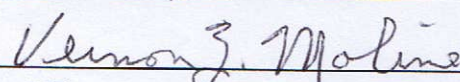
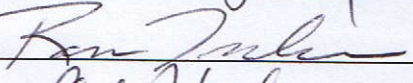
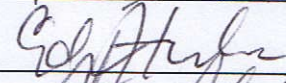
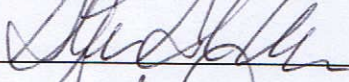
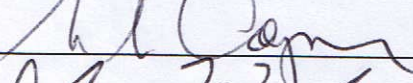
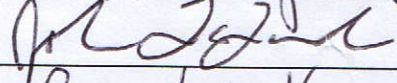
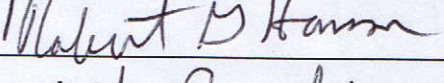
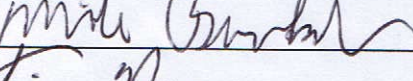
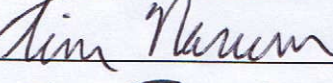

DATE:

TO THE CITY COUNCIL OF LAKE ELMO, MINNESOTA:

We the undersigned, being the owners of real property in the City of Lake Elmo and representing at least 35% of the affected properties abutting or receiving benefit from the requested improvements, hereby petition the City to extend to our properties municipal sewer service pursuant to Minnesota Statutes, Chapter 429, and that the City assess the cost of the improvement against our property described below and hereby agree to pay the entire cost as apportioned by the City.

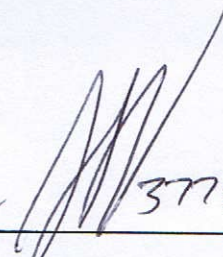
We understand that if the City Council orders the improvements, we may be assessed for these improvements in accordance with the City's Special Assessment Policy and State Statutes, we understand that the City Council has full authority to authorize improvements to be made, and assessments to be levied against my property, and that any decision to order the improvements is NOT subject to vote by the abutting properties.

*(To allow for proper City notifications, each signature must be accompanied by a legibly printed name and address)*

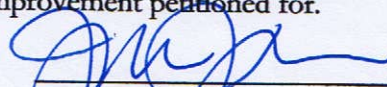
SIGNATURE OF PROPERTY OWNER(S)	NAME (printed)	ADDRESS (printed)
1. 	Francis Wallace	3890 Kindred Way
2. 	Chris Sipan	3982 Kindred Way
3. 	DICK STOUT	4020 KINDRED WAY
4. 	VERN Moline	4044 Kindred Way
5. 	Ron Tucker	4075 Kindred way
6. 	Ed Huber	3981 Kindred way
7. 	Stephanie Buss	3849 Kindred Way
8. 	Matthew Coppen	3806 Kindred way
9. 	John Lalond	3736 Kindred Court
10. 	Robert G. Hanson	3862 Kindred way
11. 	Mike Burbach	3914 Kindred way
12. 	Tim Narum	3960 Kindred Way
13. 	Susan Bestler	3756 Kindred Ct

**PETITION FOR LOCAL IMPROVEMENT**

Page 2

- 14. Joe & Christy Barwick  3778 Kindred Ct, LE 55042
- 15. Tom & Jani Tom Laver 3899 Kindred Way, LE, 55042
- 16. Roberta Olson Roberta Olson 3834 Kindred Way NE 55042
- 17. Leif Grundahl Leif Grundahl 4037 Kindred way LE 55042
- 18. \_\_\_\_\_
- 19. \_\_\_\_\_
- 20. \_\_\_\_\_
- 21. \_\_\_\_\_
- 22. \_\_\_\_\_
- 23. \_\_\_\_\_
- 24. \_\_\_\_\_

Examined, checked, and found to be in proper form and to be signed by the required number of owners of property affected by the making of the improvement petitioned for.

  
Julie Johnson, City Clerk

(Seal)

# CITY OF Lake Elmo

## PETITION FOR LOCAL IMPROVEMENT

DATE:

TO THE CITY COUNCIL OF LAKE ELMO, MINNESOTA:

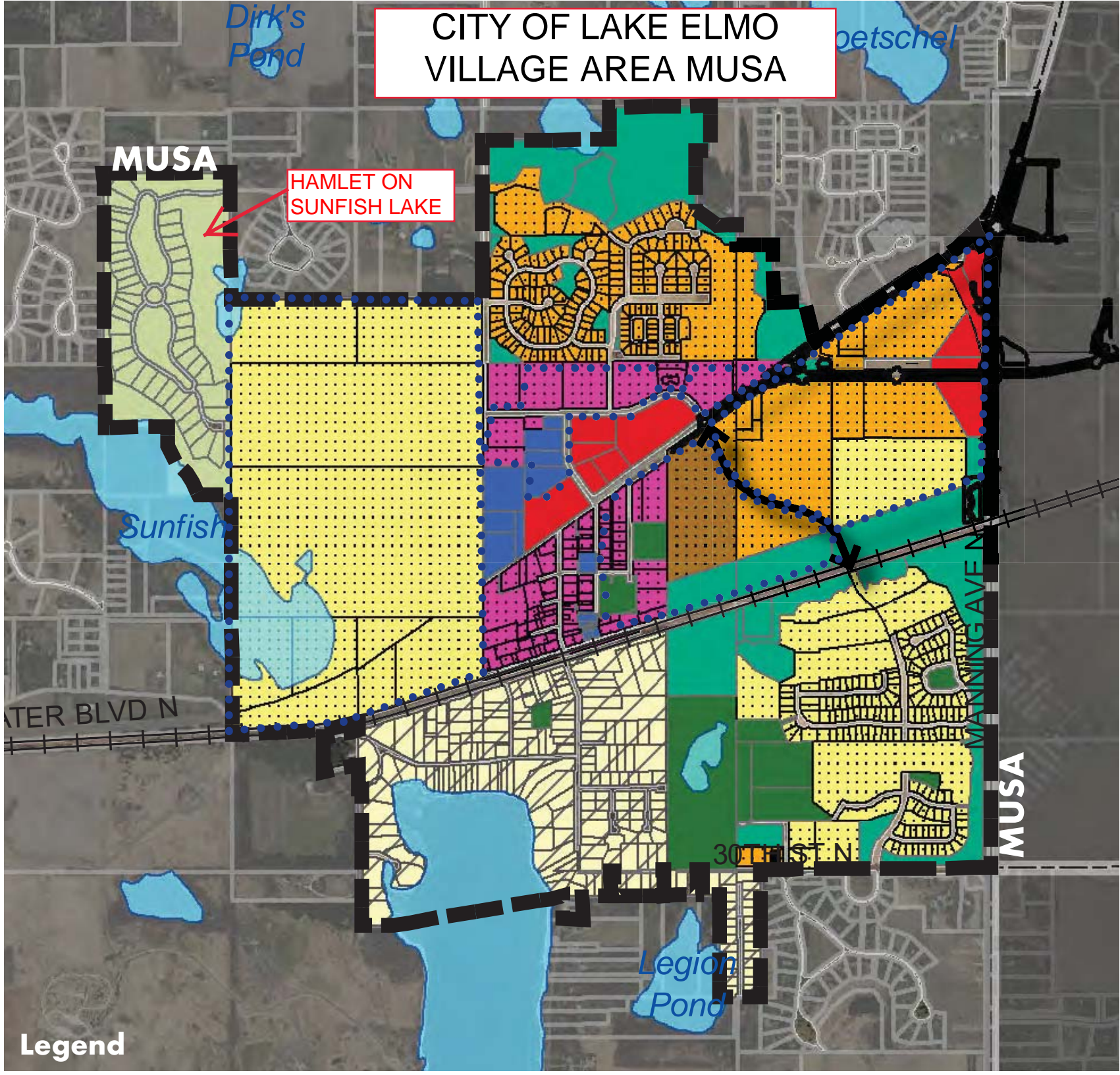
We the undersigned, being the owners of real property in the City of Lake Elmo and representing at least 35% of the affected properties abutting or receiving benefit from the requested improvements, hereby petition the City to extend to our properties municipal sewer service pursuant to Minnesota Statutes, Chapter 429, and that the City assess the cost of the improvement against our property described below and hereby agree to pay the entire cost as apportioned by the City.

We understand that if the City Council orders the improvements, we may be assessed for these improvements in accordance with the City's Special Assessment Policy and State Statutes, we understand that the City Council has full authority to authorize improvements to be made, and assessments to be levied against my property, and that any decision to order the improvements is NOT subject to vote by the abutting properties.

*(To allow for proper City notifications, each signature must be accompanied by a legibly printed name and address)*

SIGNATURE OF PROPERTY OWNER(S)	NAME (printed)	ADDRESS (printed)
1. <i>Mark Skeie</i>	MARK SKEIE	4156 Kindred Way
2. <i>Genevieve Baumrister</i>	Genevieve Baumrister	4174 Kindred Way
3. <i>Gerald Marsala</i>	Gerald Marsala	4212 Kindred Way
4. <i>Judy Wetterstrom</i>	Bill & Judy WETTERSTROM	4236 KINDRED WAY
5. <i>Dennis E Kelly</i>	DENNIS E KELLY	4233 Kindred Way
6. <i>Tui Kumerow</i>	Tui Kumerow	4209 Kindred Way
7. <i>Mardell Kior</i>	Mardell Kior	4179 Kindred Way
8. <i>Rose Mary Schumacher</i>	ROSE MARY SCHUMACHER	4138 KINDRED WAY
9. <i>Tom Anderson</i>	TOM ANDERSON	4192 KINDRED WAY
10. <i>Jackey Seltman</i>	Jackey Seltman	4120 Kindred Way
11.		
12.		
13.		

# CITY OF LAKE ELMO VILLAGE AREA MUSA



Legend