



## **NOTICE OF MEETING**

### **City Council Meeting**

**Wednesday, August 8, 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. July 17, 2018 Special Meeting

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

#### **E. Presentations**

2. Lake Elmo Jaycees Donation – *Resolution 2018-086*

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

3. Approve Payment of Disbursements and Payroll
4. Approve Resolution Establishing Procedures Relating to Compliance with Reimbursement Bond Regulations– *Resolution 2018-085*
5. Approve Sales Agreement with Revize Web Services for New Website and Hosting Services
6. Accept 2<sup>nd</sup> Quarter Financials
7. Approve Chicken Ordinance Update – *Ordinance 08-216; Resolution 2018-087*
8. Approve Snowmobile Ordinance – *Ordinance 08-217; Resolution 2018-088*
9. Approve Sunfish Lake Park Ski Trail Grant – *Resolution 2018-089*
10. Approve Purchase of Hockey Boards for Lions Park
11. Approve Boulder Ponds 3<sup>rd</sup> Addition Developer Agreement – *Resolution 2018-093*

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

12. Wellhead Protection Plan Part 2
13. Presentation and Acceptance of 2017 Comprehensive Annual Financial Report
14. Purchase of Generator and Updates to Tower 1
15. Demontreville Park Improvements
16. Legacy at North Star 1<sup>st</sup> Addition Final Plat – *Ordinance 08-218; Resolution 2018-090*
17. Legacy at North Star 1<sup>st</sup> Addition Developers Agreement – *Resolution 2018-094*
18. Home Occupation Ordinance Amendments – *Ordinance 08-219; Resolution 2018-091*
19. Tree Preservation Ordinance Amendments – *Ordinance 08-220; Resolution 2018-092*

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

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

#### **J. Adjourn**

**CITY OF LAKE ELMO  
CITY COUNCIL SPECIAL MEETING MINUTES  
JULY 17, 2018**

**CALL TO ORDER**

*Mayor Pearson called the meeting to order at 6:45 p.m.*

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

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

***Councilmember Lundgren, seconded by Councilmember Bloyer, moved TO ENTER CLOSED SESSION PURUSANT TO MN STAT. 13D.05 SUBD 3 TO DISCUSS PENDING LITIGATION WITH THE LAKE ELMO INN. Motion passed 5 – 0.***

Closed session held.

***Councilmember Bloyer, seconded by Councilmember Lundgren, moved TO RETURN TO OPEN SESSION. Motion passed 5 – 0.***

***Councilmember Bloyer, seconded by Councilmember Lundgren, moved TO APPROVE THE SETTLEMENT AGREEMENT BETWEEN THE CITY OF LAKE ELMO AND THE LAKE ELMO INN. Motion passed 5 – 0.***

Meeting adjourned at 6:49 p.m.

**LAKE ELMO CITY COUNCIL**

ATTEST:

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

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



## STAFF REPORT

DATE: August 8, 2018

**Presentations**

ITEM #: 2

**AGENDA ITEM:** Jaycees Donation  
**TO:** Mayor and City Council  
**SUBMITTED BY:** Julie Johnson, City Clerk

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**BACKGROUND:**

State statute requires that cities accept donations via resolution. The Lake Elmo Jaycees will be donating to the City of Lake Elmo at this meeting.

**ISSUE BEFORE COUNCIL:**

Should Council accept the donation of \$10,000 from the Lake Elmo Jaycees?

**PROPOSAL:**

The Lake Elmo Jaycees will be presenting a check for \$10,000 to the City Council at the meeting. Included in your packet is a resolution for the Council to officially accept the donation.

**FISCAL IMPACT:**

The 2018 General Fund budget includes \$10,000 in donations. The Lake Elmo Jaycees presented the City with a donation of \$12,700 at the May 1, 2018 City Council meeting. The proposed donation is in addition to the annual donation for charitable gambling proceeds.

**OPTIONS:**

- 1) Approve Resolution No 2018-086
- 2) Amend and then Approve Resolution No 2018-086
- 3) Don not accept the donation from the Lake Elmo Jaycees

**RECOMMENDATION:**

*Motion to approve Resolution No 2018-086*

**ATTACHMENTS:**

- Resolution No 2018-086

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

**RESOLUTION NO. 2018-086**

**A RESOLUTION ACCEPTING DONATED FUNDS FROM THE LAKE ELMO  
JAYCEES**

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

WHEREAS, the Lake Elmo Jaycees have proposed contributing \$10,000 to the City of Lake Elmo; and

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

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Lake Elmo, Minnesota, does hereby acknowledge and agree to accept said donation of \$10,000 from the Lake Elmo Jaycees on behalf of the citizens of Lake Elmo.

APPROVED by the Lake Elmo City Council on this 8th day of August, 2018.

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

Mike Pearson  
Mayor

ATTEST:

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



## **STAFF REPORT**

DATE: August 8, 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	\$ 146,400.20	Payroll 07/19/18 (\$76404.77) & 08/02/18 (\$69995.43)
47681 – 47767	\$ 134,642.37	Accounts Payable 08/08/18
<b>TOTAL</b>	<b>\$ 281,042.57</b>	

### **RECOMMENDATION:**

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

*“Motion to approve the aforementioned disbursements in the amount of \$281,042.57”*

### **ATTACHMENTS:**

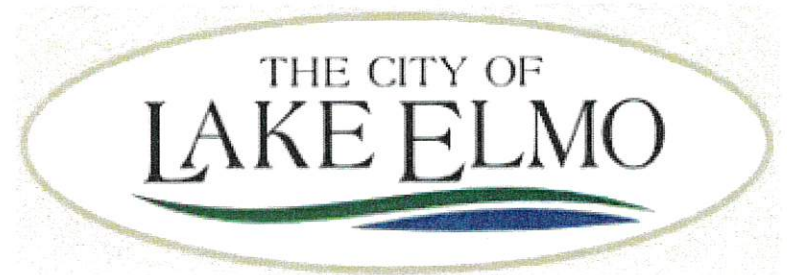
1. Accounts Payable – proof list(s)

Katrina

# Accounts Payable

## To Be Paid Proof List

User: AmyLabelle  
Printed: 08/01/2018 - 3:55PM  
Batch: 00002.08.2018 - DP 080118



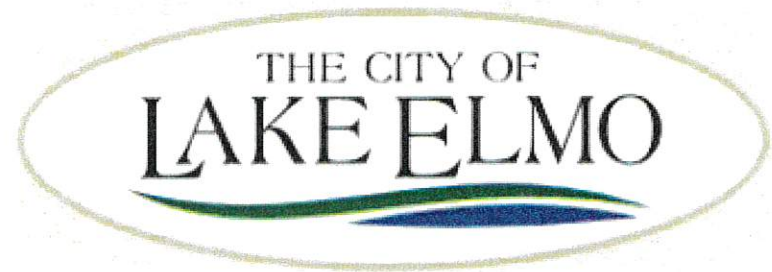
Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
Minnesota Department of Health MNDOHENV 20180801	8/1/2018	150.00	0.00	08/01/2018				No	0
409-480-8000-43150 Contract Services				CSAH 15 Project 2013.127 Watermain Plan Review Fee					
20180801 Total:		150.00							
Minnesota Department of		150.00							
Report Total:		150.00							

K. Hunt

# Accounts Payable

## To Be Paid Proof List

User: DanieWeishaar  
Printed: 08/02/2018 - 11:24AM  
Batch: 00003.07.2018 - AP 080718



Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
Animal Humane Society									
ANIMALHU									
17159	6/30/2018	805.00	0.00	08/07/2018				No	0
101-420-2700-43150 Contract Services				Animal Impound Fees 4/1/18 - 7/1/18					
17159 Total:		805.00							
Animal Humane Society To		805.00							
Arends, Shirley									
UB-AREND									
20180807	8/7/2018	42.21	0.00	08/07/2018				No	0
601-000-0000-37100 Water Sales				Overpymt - 8815 27th Street N					
20180807 Total:		42.21							
Arends, Shirley Total:		42.21							
Aspen Mills, Inc.									
ASPENMI									
219234	6/29/2018	215.80	0.00	08/07/2018				No	0
101-420-2220-44170 Uniforms				Wirth, boots, pants					
219234 Total:		215.80							
219235	6/29/2018	241.50	0.00	08/07/2018				No	0
101-420-2220-44170 Uniforms				Goecke, boots, pants (altered)					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
		241.50							
	219235 Total:	241.50							
219707	7/11/2018	51.30	0.00	08/07/2018				No	0
101-420-2220-44170	Uniforms			Nametags - PT FF's Goecke, Wirth					
	219707 Total:	51.30							
	Aspen Mills, Inc. Total:	508.60							
Becker, Emily BECKEREM									
20180725	7/25/2018	10.30	0.00	08/07/2018				No	0
101-410-1910-43310	Mileage			Reimbursement - Mileage					
	20180725 Total:	10.30							
	Becker, Emily Total:	10.30							
Beehive Industries LLC BEEHIVE									
1740	6/20/2018	6,549.00	0.00	08/07/2018				No	0
601-494-9400-43180	Software Support			Beehive Software Renewal					
1740	6/20/2018	6,549.00	0.00	08/07/2018				No	0
602-495-9450-43180	Software Support			Beehive Software Renewal					
	1740 Total:	13,098.00							
	Beehive Industries LLC To	13,098.00							
Black Rock Property Maintenance, LLC. BLACKROC									
5081	7/20/2018	5,616.00	0.00	08/07/2018				No	0
101-450-5200-43150	Contracted Services			Mowing 6/4/18 - 6/25/18					
	5081 Total:	5,616.00							



Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
		5,616.00							
	Black Rock Property Main								
Blacktop Pros., LLC. BLACKTOP									
20-402	7/16/2018	7,050.00	0.00	08/07/2018				No	0
601-494-9400-44030 Repairs\Maint Imp Not Bldg				Main break paving (3 locations)					
	20-402 Total:	7,050.00							
	Blacktop Pros., LLC. Total	7,050.00							
Blood Hound, LLC BLOODHOU									
114700	6/21/2018	890.00	0.00	08/07/2018				No	0
601-494-9400-43150 Contract Services				Locate and map SCADA fiber line at PW					
114700	6/21/2018	890.00	0.00	08/07/2018				No	0
602-495-9450-43150 Contract Services				Locate and map SCADA fiber line at PW					
	114700 Total:	1,780.00							
	Blood Hound, LLC Total:	1,780.00							
Bolton & Menk, Inc BOLTONME									
0219961	7/12/2018	1,265.00	0.00	08/07/2018				No	0
409-480-8000-43150 Contract Services				2018 Street Improvements - Project No. 2017.156					
	0219961 Total:	1,265.00							
0219962	7/12/2018	497.00	0.00	08/07/2018				No	0
803-000-0000-22910 Developer Payments				Hammes Estates 3rd Addition - Project No. 2018.112					
	0219962 Total:	497.00							
0219963	7/12/2018	2,209.00	0.00	08/07/2018				No	0
602-495-9450-43150 Contract Services				I-94 Lift Station (No. 1) and Sewer Imp - Proj. 2016.134					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	0219963 Total:	2,209.00							
0219964	7/12/2018	1,336.00	0.00	08/07/2018				No	0
803-000-0000-22910	Developer Payments			Royal Golf Club - Project No. 2016.125					
	0219964 Total:	1,336.00							
	Bolton & Menk, Inc Total:	5,307.00							
Bonfe Builders									
BONFE									
20180710	7/10/2018	2,000.00	0.00	08/07/2018				No	0
803-000-0000-22900	Deposits Payable			Refund Escrow 2017-1130 11856 32nd Street					
	20180710 Total:	2,000.00							
	Bonfe Builders Total:	2,000.00							
Bonn, Michael									
BONNMICH									
20180809	8/9/2018	180.00	0.00	08/07/2018				No	0
101-420-2100-44300	Misc. - Community Event			2018 Huff-n-Puff Days Crowd Control					
	20180809 Total:	180.00							
	Bonn, Michael Total:	180.00							
Braun Intertec Corporation									
BRAUN									
B136345	7/23/2018	64.08	0.00	08/07/2018				No	0
409-480-8000-43150	Contract Services			OV Phase 3 - Streets Project No. 2016.133					
B136345	7/23/2018	26.56	0.00	08/07/2018				No	0
601-494-9400-43150	Contract Services			OV Phase 3 - Water Project No. 2016.133					
B136345	7/23/2018	34.36	0.00	08/07/2018				No	0
602-495-9450-43150	Contract Services			OV Phase 3 - Sanitary Sewer Project No. 2016.133					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
		125.00							
B136346	7/23/2018	336.25	0.00	08/07/2018				No	0
409-480-8000-43150				Contract Services	OV Phase 4 - Proj. No. 2017.157				
		336.25							
		461.25							
Buberl Black Dirt, Inc									
BUBERL									
21238	7/2/2018	225.00	0.00	08/07/2018				No	0
101-450-5200-42210				Repair/Maint. Supplies	Dirt for parks				
		225.00							
		225.00							
Campion Barrows & Assoc. Corp									
CAMPION									
21145	6/30/2018	425.00	0.00	08/07/2018				No	0
101-420-2220-43050				Physicals	Psychological Evaluation for PT FF Sam Goecke				
		425.00							
		425.00							
Cardmember Service									
CARDMEMB									
20180720	7/20/2018	225.00	0.00	08/07/2018				No	0
101-420-2220-44370				Conferences & Training	AMEM Conference Registration				
20180720	7/20/2018	64.26	0.00	08/07/2018				No	0
101-420-2220-44300				Miscellaneous	Holiday - Car Wash				
20180720	7/20/2018	615.00	0.00	08/07/2018				No	0
101-420-2220-44370				Conferences & Training	AMEM Conference Lodging				
20180720	7/20/2018	37.75	0.00	08/07/2018				No	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number					Description	Reference			
101-420-2220-44040 Repairs/Maint Eqpt 20180720	7/20/2018	69.14	0.00	08/07/2018	Nelson Marine - Boat Prop repair			No	0
101-420-2220-44300 Miscellaneous 20180720	7/20/2018	10.98	0.00	08/07/2018	Sam's Club - Rehab supplies			No	0
101-420-2220-44010 Repairs/Maint Bldg 20180720	7/20/2018	49.98	0.00	08/07/2018	Sam's Club - Station Cleaning Supplies			No	0
101-420-2220-42000 Office Supplies 20180720	7/20/2018	246.07	0.00	08/07/2018	Station 1 Phones			No	0
101-410-1320-44370 Conferences & Training 20180720	7/20/2018	5.00	0.00	08/07/2018	LMC Clerks Conference Lodging			No	0
101-410-1320-44370 Conferences & Training 20180720	7/20/2018	50.00	0.00	08/07/2018	LMC Clerks Conference Parking			No	0
101-410-1450-43180 Information Technology/Web 20180720	7/20/2018	35.29	0.00	08/07/2018	Constant Contact - weekly email letter			No	0
101-410-1110-44300 Miscellaneous 20180720	7/20/2018	254.54	0.00	08/07/2018	Domino's - Council Meeting 07.17.18			No	0
101-410-1320-44370 Conferences & Training 20180720	7/20/2018	20.00	0.00	08/07/2018	LMC Conference Lodging			No	0
101-410-1320-44370 Conferences & Training 20180720	7/20/2018	40.00	0.00	08/07/2018	Workshop in the water - KH			No	0
101-410-1910-44370 Conferences & Training 20180720	7/20/2018	65.00	0.00	08/07/2018	Workshop in the water - EB & KW			No	0
101-420-2400-44330 Dues & Subscriptions 20180720	7/20/2018	212.11	0.00	08/07/2018	MN DLI - Building Official License renewal			No	0
101-430-3100-42400 Small Tools & Minor Equipm 20180720	7/20/2018	150.00	0.00	08/07/2018	Home Depot - Batery charger and radio			No	0
101-430-3100-43180 Information Technology/Web 20180720	7/20/2018	159.95	0.00	08/07/2018	Asset Management Software			No	0
101-430-3100-41600 Safety Clothing Allowance 20180720	7/20/2018	123.67	0.00	08/07/2018	Amazon - Boot RW			No	0
101-410-1520-42000 Office Supplies 20180720	7/20/2018	50.00	0.00	08/07/2018	Amazon - Office Supplies			No	0
101-410-1520-44370 Conferences & Training					MNGFOA Membership - AL				
	20180720 Total:	2,483.74							
	Cardmember Service Total:	2,483.74							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
Caroon, Mark									
CAROON									
20180809	8/9/2018	180.00	0.00	08/07/2018				No	0
101-420-2100-44300 Misc. - Community Event				2018 Huff-n-Puff Days Crowd Control					
	20180809 Total:	180.00							
	Caroon, Mark Total:	180.00							
Cintas Corporation #754									
CINTAS									
20170822	8/22/2017	-48.81	0.00	08/07/2018				No	0
101-410-1940-44010 Repairs/Maint Contractual B				Credit - Overpymt Cleaning Svcs					
	20170822 Total:	-48.81							
20171214	12/14/2017	-55.82	0.00	08/07/2018				No	0
101-410-1940-44010 Repairs/Maint Contractual B				Credit - Overpymt Cleaning Svcs					
	20171214 Total:	-55.82							
20180326	3/26/2018	-186.22	0.00	08/07/2018				No	0
101-430-3100-42150 Operating Supplies				Credit - Overpymt Rugs/Soap/Rags					
	20180326 Total:	-186.22							
4004104904	2/27/2018	30.00	0.00	08/07/2018				No	0
101-410-1940-44010 Repairs/Maint Contractual B				Cleaning and Maintenance Supplies					
	4004104904 Total:	30.00							
4004107983	2/28/2018	123.63	0.00	08/07/2018				No	0
101-430-3100-44170 Uniforms				Uniforms					
4004107983	2/28/2018	55.72	0.00	08/07/2018				No	0
101-430-3100-42150 Operating Supplies				Rugs/soap/rags					
	4004107983 Total:	179.35							
4004746846	3/28/2018	115.79	0.00	08/07/2018				No	0
101-430-3100-44170 Uniforms				Uniforms					
4004746846	3/28/2018	55.04	0.00	08/07/2018				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				Rugs/soap/rags					
4004746846 Total:		170.83							
4005252161	4/18/2018	901.59	0.00	08/07/2018				No	0
101-430-3100-44170 Uniforms				Uniforms					
4005252161	4/18/2018	34.13	0.00	08/07/2018				No	0
101-430-3100-42150 Operating Supplies				Rugs/Soap/Rags					
4005252161 Total:		935.72							
4006285449	5/30/2018	283.83	0.00	08/07/2018				No	0
101-410-1940-44010 Repairs/Maint Contractual B				Cleaning and Maintenance Supplies					
4006285449	5/30/2018	283.83	0.00	08/07/2018				No	0
101-000-0000-11805 Loan Receivable				Cleaning and Maintenance Supplies					
4006285449 Total:		567.66							
4006326080	5/30/2018	84.67	0.00	08/07/2018				No	0
101-430-3100-44170 Uniforms				Uniforms					
4006326080	5/30/2018	33.26	0.00	08/07/2018				No	0
101-430-3100-42150 Operating Supplies				Rugs/Soap/Rags					
4006326080 Total:		117.93							
4006517119	6/6/2018	83.11	0.00	08/07/2018				No	0
101-430-3100-44170 Uniforms				Uniforms					
4006517119	6/6/2018	56.59	0.00	08/07/2018				No	0
101-430-3100-42150 Operating Supplies				Rugs/Soap/Rags					
4006517119 Total:		139.70							
4006676488	7/10/2018	234.95	0.00	08/07/2018				No	0
101-410-1940-44010 Repairs/Maint Contractual B				Cleaning and Maintenance Supplies - City Hall					
4006676488 Total:		234.95							
4007495486	7/10/2018	234.95	0.00	08/07/2018				No	0
101-000-0000-11805 Loan Receivable				Cleaning and Maintenance - Brookfield					
4007495486 Total:		234.95							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number					Description	Reference			
4007535516	7/11/2018	92.37	0.00	08/07/2018				No	0
101-430-3100-44170					Uniforms				
4007535516	7/11/2018	91.50	0.00	08/07/2018				No	0
101-430-3100-42150					Rugs/soap/rags				
	4007535516 Total:	183.87							
4007722992	7/18/2018	139.54	0.00	08/07/2018				No	0
101-430-3100-44170					Uniforms				
4007722992	7/18/2018	140.27	0.00	08/07/2018				No	0
101-430-3100-42150					Rugs/Soap/Rags				
	4007722992 Total:	279.81							
4007984264	7/25/2018	668.52	0.00	08/07/2018				No	0
101-430-3100-44170					Uniforms				
4007984264	7/25/2018	94.31	0.00	08/07/2018				No	0
101-430-3100-42150					Rugs/soap/rags				
	4007984264 Total:	762.83							
754807941	12/19/2017	76.18	0.00	08/07/2018				No	0
101-410-1940-44010					Cleaning and Maintenance Supplies				
	754807941 Total:	76.18							
754813222	1/2/2018	36.65	0.00	08/07/2018				No	0
101-410-1940-44010					Cleaning and Maintenance Supplies				
	754813222 Total:	36.65							
9027635073	6/1/2018	-808.99	0.00	08/07/2018				No	0
101-430-3100-44170					Credit - Uniforms MN & TS				
	9027635073 Total:	-808.99							
	Cintas Corporation #754 T	2,850.59							

City of Bloomington  
CTYBLOOM

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
1800143	6/29/2018	52.50	0.00	08/07/2018				No	0
601-494-9400-42270	Utility System Maintenance			Lab Bacteria Testing - June					
	1800143 Total:	52.50							
	City of Bloomington Total:	52.50							
City of Roseville									
CTYROSEV									
224761	7/24/2018	5,748.00	0.00	08/07/2018				No	0
101-410-1450-43180	Information Technology/Web			Monthly IT Service - July 2018					
	224761 Total:	5,748.00							
224791	7/24/2018	96.72	0.00	08/07/2018				No	0
101-410-1320-43210	Telephone			Monthly Telephone - July 2018					
224791	7/24/2018	48.36	0.00	08/07/2018				No	0
101-410-1520-43210	Telephone			Monthly Telephone - July 2018					
224791	7/24/2018	48.36	0.00	08/07/2018				No	0
101-410-1910-43210	Telephone			Monthly Telephone - July 2018					
224791	7/24/2018	24.18	0.00	08/07/2018				No	0
101-410-1940-43210	Telephone			Monthly Telephone - July 2018					
224791	7/24/2018	48.36	0.00	08/07/2018				No	0
101-420-2100-43210	Telephone			Monthly Telephone - July 2018					
224791	7/24/2018	72.54	0.00	08/07/2018				No	0
101-420-2400-43210	Telephone			Monthly Telephone - July 2018					
224791	7/24/2018	145.07	0.00	08/07/2018				No	0
101-430-3100-43210	Telephone			Monthly Telephone - July 2018					
	224791 Total:	483.59							
	City of Roseville Total:	6,231.59							
Comcast									
COMCAST									
20180627	6/27/2018	7.89	0.00	08/07/2018				No	0
101-420-2220-44300	Miscellaneous			Monthly service 070918 - 080818					



Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	20180627 Total:	7.89							
	Comcast Total:	7.89							
Craft Homes CRAFT									
20180712	7/12/2018	2,000.00	0.00	08/07/2018				No	0
803-000-0000-22900	Deposits Payable			Refund Escrow 2017-233	3240 Linden Lane				
	20180712 Total:	2,000.00							
	Craft Homes Total:	2,000.00							
Culligan of Stillwater CULLIGAN									
30602477917-6	7/20/2018	128.29	0.00	08/07/2018				No	0
101-410-1940-44300	Miscellaneous			Water and cooler rental					
	30602477917-6 Total:	128.29							
	Culligan of Stillwater Total	128.29							
Curbmasters, Inc. CURBMAST									
6567	6/5/2018	792.54	0.00	08/07/2018				No	0
101-430-3100-44030	Repairs/Maint Imp Not Bldg			Laverne Ave sidewalk repairs					
	6567 Total:	792.54							
	Curbmasters, Inc. Total:	792.54							
Delta Dental Of Minnesota DELTA									
7350754	7/15/2018	1,075.05	0.00	08/07/2018				No	0

\*\*\* 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			
101-000-0000-21706 Medical Insurance				August 2018 premium					
		<u>1,075.05</u>							
7350754 Total:		1,075.05							
		<u>1,075.05</u>							
Delta Dental Of Minnesota		1,075.05							
Earl F. Andersen, Inc. EARLANDE									
117704	6/27/2018	122.10	0.00	08/07/2018				No	0
602-495-9450-42270 Repair/Maint. Supplies				Parking signs for lift station					
		<u>122.10</u>							
117704 Total:		122.10							
		<u>122.10</u>							
Earl F. Andersen, Inc. Tota		122.10							
Erickson, Dani ERICKSOD									
20180809	8/9/2018	180.00	0.00	08/07/2018				No	0
101-420-2100-44300 Misc. - Community Event				2018 Huff-n-Puff Days Crowd Control					
		<u>180.00</u>							
20180809 Total:		180.00							
		<u>180.00</u>							
Erickson, Dani Total:		180.00							
Franz Reprographics Inc FRANZ									
178316	7/11/2018	162.97	0.00	08/07/2018				No	0
101-420-2400-42000 Office Supplies				Plotter supplies					
		<u>162.97</u>							
178316 Total:		162.97							
		<u>162.97</u>							
Franz Reprographics Inc T		162.97							

Friends of LE Sunfish Lake Prk  
FROFSUNF

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
20180730	7/3/2018	9,657.72	0.00	08/07/2018				No	0
803-000-0000-22920	Interpretive Nature Center			Heating & Ventilation Installation					
	20180730 Total:	9,657.72							
	Friends of LE Sunfish Lake	9,657.72							
G&N Enterprises									
G&NENTER									
4342	6/21/2018	99.50	0.00	08/07/2018				No	0
101-450-5200-42150	Operating Supplies			Bee spray					
	4342 Total:	99.50							
	G&N Enterprises Total:	99.50							
Gopher State One Call									
ONECALL									
8060500	6/30/2018	403.65	0.00	08/07/2018				No	0
601-494-9400-43150	Contract Services			June 2018 Locates					
8060500	6/30/2018	403.65	0.00	08/07/2018				No	0
602-495-9450-43150	Contract Services			June 2018 Locates					
	8060500 Total:	807.30							
	Gopher State One Call Tot	807.30							
Graphic Resources Inc									
GRAPHICR									
62305	7/6/2018	167.44	0.00	08/07/2018				No	0
601-494-9400-42030	Printed Forms			Utility Billing stock paper					
62305	7/6/2018	167.43	0.00	08/07/2018				No	0
602-495-9450-42030	Printed Forms			Utility Billing stock paper					
62305	7/6/2018	167.43	0.00	08/07/2018				No	0
603-496-9500-42030	Printed Forms			Utility Billing stock paper					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	62305 Total:	502.30							
	Graphic Resources Inc Tot	502.30							
Great America Financial									
GREATAM									
23014128	7/16/2018	883.34	0.00	08/07/2018				No	0
	101-410-1940-44040 Repairs/Maint Contractual E				Sharp MX-5141N Main June 2018 - Copier at Brookfield-B				
	23014128 Total:	883.34							
23014129	7/16/2018	365.58	0.00	08/07/2018				No	0
	101-410-1940-44040 Repairs/Maint Contractual E				Sharp MX-5070 Main June 2018 - Copier at Brookfield Adr				
	23014129 Total:	365.58							
	Great America Financial To	1,248.92							
Hawkins, Inc.									
HAWKINS									
4308539	6/21/2018	163.19	0.00	08/07/2018				No	0
	601-494-9400-42160 Chemicals				Flouride Brake Tank				
	4308539 Total:	163.19							
4311426	6/29/2018	15.00	0.00	08/07/2018				No	0
	601-494-9400-42160 Chemicals				Chlorine				
	4311426 Total:	15.00							
	Hawkins, Inc. Total:	178.19							
Hildi Inc.									
HILDIINC									
9729	7/9/2018	1,000.00	0.00	08/07/2018				No	0
	101-420-2220-43150 Contract Services				FF Relief Assoc. Actuarial Services				

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	9729 Total:	1,000.00							
	Hildi Inc. Total:	1,000.00							
Holiday Credit Office HOLIDAYC 20180715	7/15/2018	39.56	0.00	08/07/2018				No	0
101-420-2220-42120 Fuel, Oil and Fluids				Fuel					
	20180715 Total:	39.56							
	Holiday Credit Office Total:	39.56							
Innovative Office Solutions INNOVAT IN2090627	6/20/2018	56.43	0.00	08/07/2018				No	0
601-494-9400-42000 Office Supplies				Dry erase board and markers					
	IN2090627 Total:	56.43							
IN2127301	7/20/2018	86.35	0.00	08/07/2018				No	0
601-494-9400-42000 Office Supplies				Misc. Office Supplies					
	IN2127301 Total:	86.35							
IN2130983	7/24/2018	89.97	0.00	08/07/2018				No	0
101-410-1320-42000 Office Supplies				Office Supplies					
IN2130983	7/24/2018	3.44	0.00	08/07/2018				No	0
101-420-2400-42000 Office Supplies				Office Supplies					
IN2130983	7/24/2018	15.06	0.00	08/07/2018				No	0
101-410-1520-42000 Office Supplies				Office Supplies					
	IN2130983 Total:	108.47							
IN2131558	7/25/2018	38.88	0.00	08/07/2018				No	0
101-410-1910-42000 Office Supplies				Office Supplies					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number					Description	Reference			
	IN2131558 Total:	38.88							
	Innovative Office Solutions	290.13							
Interstate All Battery Ctr									
INTERSTA									
1902701006890	6/26/2018	118.00	0.00	08/07/2018				No	0
101-420-2220-42080					EMS Supplies	Replacement battery for AED			
	1902701006890 Total:	118.00							
1902702004750	6/29/2018	9.99	0.00	08/07/2018				No	0
101-420-2220-44010					Repairs/Maint Bldg	Exit lighting			
1902702004750	6/29/2018	16.80	0.00	08/07/2018				No	0
101-420-2220-44040					Repairs/Maint Eqpt	Replacement batteries			
	1902702004750 Total:	26.79							
	Interstate All Battery Ctr T	144.79							
Jacobson, Ty									
JACOBSON									
20180809	8/9/2018	540.00	0.00	08/07/2018				No	0
101-420-2100-44300					Misc. - Community Event	2018 Huff-n-Puff Days Crowd Control			
	20180809 Total:	540.00							
	Jacobson, Ty Total:	540.00							
Jani-King of Minnesota, Inc									
JANIKING									
MIN07180170	7/1/2018	208.49	0.00	08/07/2018				No	0
101-430-3100-43150					Contract Services	Cleaning Service - Public Works			
	MIN07180170 Total:	208.49							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
MIN07180171	7/31/2018	334.86	0.00	08/07/2018				No	0
101-410-1940-44010	Repairs/Maint Contractual B			Cleaning Service - City Hall July 2018					
	MIN07180171 Total:	334.86							
	Jani-King of Minnesota, In	543.35							
Johnson & Turner Attorneys									
JOHNSON&									
72960	6/30/2018	3,500.00	0.00	08/07/2018				No	0
101-420-2150-43045	Attorney Criminal			Prosecution Svs June 2018					
	72960 Total:	3,500.00							
	Johnson & Turner Attorney	3,500.00							
Karnes, Jason									
UB-KARNE									
20180807	8/7/2018	100.99	0.00	08/07/2018				No	0
601-000-0000-37100	Water Sales			Overpymt - 3998 35th Street N					
	20180807 Total:	100.99							
	Karnes, Jason Total:	100.99							
Kath Fuel Oil Service Co									
kathfuel									
628346	7/3/2018	1,326.58	0.00	08/07/2018				No	0
101-430-3100-42120	Fuel, Oil and Fluids			Unleaded fuel					
	628346 Total:	1,326.58							
628347	7/3/2018	641.46	0.00	08/07/2018				No	0
101-430-3100-42120	Fuel, Oil and Fluids			Diesel fuel					
	628347 Total:	641.46							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number					Description	Reference			
628348	7/3/2018	1,071.67	0.00	08/07/2018				No	0
101-430-3100-42120					Fuel, Oil and Fluids	Diescl fuel			
		<u>1,071.67</u>							
		628348 Total:							
		<u>3,039.71</u>							
		Kath Fuel Oil Service Co T							
Klontz, Chanin									
KLONTZCH									
20180809	8/9/2018	540.00	0.00	08/07/2018				No	0
101-420-2100-44300					Misc. - Community Event	2018 Huff-n-Puff Days Crowd Control			
		<u>540.00</u>							
		20180809 Total:							
		<u>540.00</u>							
		Klontz, Chanin Total:							
KPS Striping									
KPSSTRIP									
1171	7/17/2018	1,000.00	0.00	08/07/2018				No	0
101-430-3100-43150					Contract Services	Turn arrow and parking lot painting			
1171	7/17/2018	250.00	0.00	08/07/2018				No	0
101-450-5200-43150					Contracted Services	Ried Park parking lot striping			
		<u>1,250.00</u>							
		1171 Total:							
		<u>1,250.00</u>							
		KPS Striping Total:							
Landmark, Inc.									
LANDMARK									
20180717	7/17/2018	2,000.00	0.00	08/07/2018				No	0
803-000-0000-22900					Deposits Payable	Refund Escrow 2017-449 4022 Monarch Lane			
		<u>2,000.00</u>							
		20180717 Total:							
		<u>2,000.00</u>							
		Landmark, Inc. Total:							



Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
Larson Diesel Service, Corp									
LARSON									
180604014	6/4/2018	447.44	0.00	08/07/2018				No	0
101-430-3100-44040	Repairs/Maint Eqpt			Brake repairs 14-1					
	180604014 Total:	447.44							
	Larson Diesel Service, Corp	447.44							
Lillie Suburban Newspaper Inc.									
Lillie									
20180627	6/27/2018	46.00	0.00	08/07/2018				No	0
101-410-1910-43510	Legal Publishing			Notice - Staci Dahl					
20180627	6/27/2018	83.38	0.00	08/07/2018				No	0
101-410-1910-43510	Legal Publishing			Notice - Eagle Point					
20180627	6/27/2018	40.25	0.00	08/07/2018				No	0
101-410-1910-43510	Legal Publishing			Notice - Verizon Wireless					
20180627	6/27/2018	345.00	0.00	08/07/2018				No	0
601-494-9400-44300	Miscellaneous			2017 Drinking Water					
	20180627 Total:	514.63							
	Lillie Suburban Newspaper	514.63							
Loffler Companies, Inc.									
LOFF									
2853388	7/3/2018	1.12	0.00	08/07/2018				No	0
101-410-1940-44040	Repairs/Maint Contractual E			Copies Konica C253 (City Hall) 0610-0709					
	2853388 Total:	1.12							
	Loffler Companies, Inc. To	1.12							
Maroney's Sanitation, Inc									
MARONEYS									

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
732560	7/10/2018	127.48	0.00	08/07/2018				No	0
101-410-1940-43840 Refuse				Trash Service - City Hall 0601-0630					
732560	7/10/2018	53.30	0.00	08/07/2018				No	0
101-420-2220-43840 Refuse				Trash Service - Fire Station 2 0601-0630					
732560	7/10/2018	232.22	0.00	08/07/2018				No	0
101-450-5200-43840 Refuse				Trash Service - Parks Bldg/Storage 0601-0630					
732560	7/10/2018	268.02	0.00	08/07/2018				No	0
101-430-3100-43840 Refuse				Trash Service - Public Works 0601-0630					
732560	7/10/2018	388.56	0.00	08/07/2018				No	0
101-000-0000-11805 Loan Receivable				Trash Service - Brookfield Bldg 0601-0630					
	732560 Total:	1,069.58							
	Maroney's Sanitation, Inc T	1,069.58							
Memphis Net & Twine Co Inc.									
MEMPHISN									
216699	7/16/2018	153.52	0.00	08/07/2018				No	0
101-450-5200-42210 Repair/Maint. Supplies				Soccer nets					
	216699 Total:	153.52							
	Memphis Net & Twine Co	153.52							
Menards - Oakdale									
MENARDSO									
56838	6/19/2018	10.00	0.00	08/07/2018				No	0
101-410-1940-42230 Building Repair Supplies				Paint-short on last pymt					
	56838 Total:	10.00							
57176	6/25/2018	49.92	0.00	08/07/2018				No	0
101-450-5200-42210 Repair/Maint. Supplies				Mulch for parks					
	57176 Total:	49.92							
57210	6/25/2018	45.00	0.00	08/07/2018				No	0
101-450-5200-42210 Repair/Maint. Supplies				Mulch for parks					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number					Description	Reference			
		57210 Total:							
		45.00							
57263	6/26/2018	31.10	0.00	08/07/2018				No	0
101-450-5200-42400					Rachet straps				
		57263 Total:							
		31.10							
57442	6/29/2018	47.79	0.00	08/07/2018				No	0
101-450-5200-42210					Fountain repair supplies/parts				
		57442 Total:							
		47.79							
57460	6/29/2018	24.63	0.00	08/07/2018				No	0
101-450-5200-42210					Fountain repair supplies/parts				
		57460 Total:							
		24.63							
57658	7/2/2018	17.46	0.00	08/07/2018				No	0
601-494-9400-42150					Vehicle cleaning supplies				
		57658 Total:							
		17.46							
57727	7/3/2018	3.29	0.00	08/07/2018				No	0
101-450-5200-42210					Screws				
		57727 Total:							
		3.29							
57731	7/3/2018	37.93	0.00	08/07/2018				No	0
101-450-5200-42210					Flowers for VFW memorial				
		57731 Total:							
		37.93							
58408	7/16/2018	35.97	0.00	08/07/2018				No	0
101-450-5200-42150					Trash bags				
		58408 Total:							
		35.97							
58478	7/17/2018	253.93	0.00	08/07/2018				No	0
101-430-3100-42400					Small tools/equipment				
		58478 Total:							
		253.93							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number					Description	Reference			
58547	7/18/2018	71.55	0.00	08/07/2018				No	0
101-420-2220-44010	Repairs/Maint Bldg				Station maint. supplies				
58547	7/18/2018	11.54	0.00	08/07/2018				No	0
101-420-2220-44040	Repairs/Maint Eqpt				Vehicle fuel maint.				
	58547 Total:	83.09							
58672	7/20/2018	37.84	0.00	08/07/2018				No	0
101-430-3100-42210	Repair/Maint. Supplies				Supplies				
	58672 Total:	37.84							
58887	7/24/2018	389.99	0.00	08/07/2018				No	0
101-420-2220-44010	Repairs/Maint Bldg				Replace A/C unit at Station 1				
	58887 Total:	389.99							
	Menards - Oakdale Total:	1,067.94							
Miller Excavating, Inc.									
MILLEREX									
25312	6/30/2018	253.75	0.00	08/07/2018				No	0
101-430-3100-43150	Contract Services				Road grading				
25312	6/30/2018	253.75	0.00	08/07/2018				No	0
101-450-5200-43150	Contracted Services				Road grading				
	25312 Total:	507.50							
25377	6/30/2018	30.00	0.00	08/07/2018				No	0
101-430-3100-42210	Repair/Maint. Supplies				Asphalt disposal				
	25377 Total:	30.00							
	Miller Excavating, Inc. Total:	537.50							
Minnesota Native Land, Inc.									
MN NATIV									
17675	7/9/2018	1,100.00	0.00	08/07/2018				No	0
101-450-5200-43150	Contracted Services				Sunfish Park Invasive weeds (Prairie area)				

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	17675 Total:	1,100.00							
	Minnesota Native Land, In	1,100.00							
MN Clean Services, Inc.									
MNCLEANS									
718AJ01	7/1/2018	395.00	0.00	08/07/2018				No	0
101-000-0000-11805 Loan Receivable				Brookfield Bldg Cleaning Services July 2018					
	718AJ01 Total:	395.00							
	MN Clean Services, Inc. To	395.00							
NCPERS Minnesota									
NCPERS									
20180723	7/23/2018	64.00	0.00	08/07/2018				No	0
101-000-0000-21708 Other Benefits				July 2018 premium					
	20180723 Total:	64.00							
	NCPERS Minnesota Total:	64.00							
Performance Plus LLC									
PERFORMA									
5162	7/10/2018	27.00	0.00	08/07/2018				No	0
101-420-2220-43050 Physicals				FIT Test for PT FF Wirth					
	5162 Total:	27.00							
5166	7/13/2018	27.00	0.00	08/07/2018				No	0
101-420-2220-43050 Physicals				FIT Test for PT FF Goecke					
	5166 Total:	27.00							
	Performance Plus LLC Tot	54.00							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
Pfannenstein, Melissa									
PFANNENS									
20180730	7/30/2018	500.00	0.00	08/07/2018				No	0
803-000-0000-22900	Deposits Payable			Refund Escrow 2018-369	3572 Kelvin Ct				
	20180730 Total:	500.00							
	Pfannenstein, Melissa Tota	500.00							
Reynolds, Russell									
UB-REYNO									
20180807	8/7/2018	26.12	0.00	08/07/2018				No	0
601-000-0000-37100	Water Sales			Overpymt - 9618	7th Street N				
	20180807 Total:	26.12							
	Reynolds, Russell Total:	26.12							
Ricci Media Group LLC.									
RITCHIET									
20180711	7/11/2018	55.00	0.00	08/07/2018				No	0
101-410-1450-43620	Cable Operations			Cable Operations - 7/9/18					
	20180711 Total:	55.00							
20180730	7/11/2018	55.00	0.00	08/07/2018				No	0
101-410-1450-43620	Cable Operations			Cable Operations - 7/16/18					
20180730	7/11/2018	55.00	0.00	08/07/2018				No	0
101-410-1450-43620	Cable Operations			Cable Operations - 7/17/18					
20180730	7/11/2018	55.00	0.00	08/07/2018				No	0
101-410-1450-43620	Cable Operations			Cable Operations - 7/23/18					
	20180730 Total:	165.00							
	Ricci Media Group LLC. T	220.00							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
Sachs, Jim SACHSJIM 20180709	7/9/2018	23.00	0.00	08/07/2018				No	0
602-495-9450-44370	Conferences & Training			Reimbursement - Wastewater Certification Renewal					
	20180709 Total:	23.00							
	Sachs, Jim Total:	23.00							
Safe-Fast, Inc. SAFEFAST INV202097	7/2/2018	56.75	0.00	08/07/2018				No	0
601-494-9400-42210	Repair/Maint. Supplies			Marking paint					
INV202097	7/2/2018	56.76	0.00	08/07/2018				No	0
602-495-9450-42270	Repair/Maint. Supplies			Marking paint					
	INV202097 Total:	113.51							
	Safe-Fast, Inc. Total:	113.51							
Sambatek, Inc SAMBATEK 12154	6/4/2018	135.00	0.00	08/07/2018				No	0
803-000-0000-22910	Developer Payments			Stillwater School District Bus Terminal					
	12154 Total:	135.00							
	Sambatek, Inc Total:	135.00							
Schlomka Services LLC SCHLOMKA 21747	6/20/2018	220.00	0.00	08/07/2018				No	0
601-494-9400-44030	Repairs\Maint Imp Not Bldg			Pump holding tank at Booster Station					
	21747 Total:	220.00							
21908	7/17/2018	220.00	0.00	08/07/2018				No	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number					Description	Reference			
601-494-9400-44030 Repairs\Maint Imp Not Bldg					Pump holding tank at Booster Station				
	21908 Total:	220.00							
	Schlomka Services LLC To	440.00							
Short Elliott Hendrickson, Inc SEH									
352204	7/9/2018	5,142.72	0.00	08/07/2018				No	0
409-480-8000-43150 Contract Services					OV Phase 4 - Project 2017.157				
	352204 Total:	5,142.72							
352206	7/9/2018	224.63	0.00	08/07/2018				No	0
404-480-8000-44030 Repairs/Maint Imp Not Bldg					Public Library Parking Lot Construction Services				
352206	7/9/2018	524.12	0.00	08/07/2018				No	0
411-480-8000-45200 Buildings and Structures					Public Library Parking Lot Construction Services				
352206	7/9/2018	76.00	0.00	08/07/2018				No	0
803-000-0000-22910 Developer Payments					Wildflower 3rd Addition - Low pressure system - Proj. 2018				
	352206 Total:	824.75							
352313	7/9/2018	2,951.95	0.00	08/07/2018				No	0
409-480-8000-43150 Contract Services					Old Village Phase 3 - Project 2016.133				
352313	7/9/2018	1,223.74	0.00	08/07/2018				No	0
601-494-9400-43150 Contract Services					Old Village Phase 3 - Project 2016.133				
352313	7/9/2018	1,583.09	0.00	08/07/2018				No	0
602-495-9450-43150 Contract Services					Old Village Phase 3 - Project 2016.133				
	352313 Total:	5,758.78							
352670	7/11/2018	1,152.78	0.00	08/07/2018				No	0
601-494-9400-43030 Engineering Services					Inwood Water Tower (No. 4) - Project No. 2015.130				
	352670 Total:	1,152.78							
	Short Elliott Hendrickson,	12,879.03							

Shred-It USA



Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
SHRED-IT									
8125111540	6/30/2018	236.24	0.00	08/07/2018				No	0
101-410-1320-43150 Contract Services				Document Shredding					
	8125111540 Total:	236.24							
	Shred-It USA Total:	236.24							
Sprint									
SPRINT									
761950227-184	7/18/2018	66.28	0.00	08/07/2018				No	0
101-410-1320-43210 Telephone				Cell Phone Service - Administration					
761950227-184	7/18/2018	12.28	0.00	08/07/2018				No	0
101-410-1910-43210 Telephone				Cell Phone Service - Planning Dept					
761950227-184	7/18/2018	221.98	0.00	08/07/2018				No	0
101-420-2220-43210 Telephone				Cell Phone Service - Fire Dept					
761950227-184	7/18/2018	226.80	0.00	08/07/2018				No	0
101-420-2400-43210 Telephone				Cell Phone Service - Building Dept					
761950227-184	7/18/2018	116.00	0.00	08/07/2018				No	0
101-430-3100-43210 Telephone				Cell Phone Service - Public Works Dept					
761950227-184	7/18/2018	58.02	0.00	08/07/2018				No	0
101-450-5200-43210 Telephone				Cell Phone Service - Parks Dept					
	761950227-184 Total:	701.36							
	Sprint Total:	701.36							
Superior Crane Corp.									
SUPCRANE									
124922	7/17/2018	353.00	0.00	08/07/2018				No	0
101-430-3100-44030 Repairs/Maint Imp Not Bldg				Overhead Hoist Repair					
	124922 Total:	353.00							
	Superior Crane Corp. Total	353.00							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number					Description	Reference			
Swanson Haskamp Consulting									
SHC									
634	7/23/2018	3,217.50	0.00	08/07/2018				No	0
101-410-1910-43020	Comprehensive Planning				2040 Comprehensive Plan Project				
	634 Total:	3,217.50							
	Swanson Haskamp Consul	3,217.50							
T Mobile									
TMOBILE									
20180711	7/11/2018	8.97	0.00	08/07/2018				No	0
601-494-9400-43210	Telephone				SCADA line				
20180711	7/11/2018	8.97	0.00	08/07/2018				No	0
602-495-9450-43210	Telephone				SCADA line				
	20180711 Total:	17.94							
	T Mobile Total:	17.94							
T.A. Schifsky & Sons Inc									
TASCH									
63033	7/2/2018	566.28	0.00	08/07/2018				No	0
101-430-3100-42210	Repair/Maint. Supplies				Hot mix				
	63033 Total:	566.28							
63066	7/9/2018	363.48	0.00	08/07/2018				No	0
101-430-3100-42210	Repair/Maint. Supplies				Hot mix				
	63066 Total:	363.48							
63109	7/16/2018	493.48	0.00	08/07/2018				No	0
101-430-3100-42210	Repair/Maint. Supplies				Hot mix				
	63109 Total:	493.48							
63249	7/23/2018	727.48	0.00	08/07/2018				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			
	63249 Total:	727.48							
	T.A. Schifsky & Sons Inc T	2,150.72							
TC Hydroseeding, Inc.									
TCHYDROS									
17675	7/9/2018	3,000.00	0.00	08/07/2018				No	0
404-480-8000-43050	Other Park Ded Prof Services				Savona Park Hydroseeding				
	17675 Total:	3,000.00							
	TC Hydroseeding, Inc. Tot	3,000.00							
TDS Metrocom - LLC									
TDS									
20180713	7/13/2018	209.94	0.00	08/07/2018				No	0
101-430-3100-43210	Telephone				Analog Lines - Public Works 0613-0712				
20180713	7/13/2018	104.38	0.00	08/07/2018				No	0
602-495-9450-43210	Telephone				Analog Lines - Lift Station Alarms 0613-0712				
20180713	7/13/2018	52.19	0.00	08/07/2018				No	0
601-494-9400-43210	Telephone				Analog Lines - Alarm Well House #2 0613-0712				
	20180713 Total:	366.51							
	TDS Metrocom - LLC Tot	366.51							
Telemetry & Process Controls									
TELEMETR									
107557	6/30/2018	489.50	0.00	08/07/2018				No	0
601-494-9400-43150	Contract Services				Monthly SCADA Service				
107557	6/30/2018	489.50	0.00	08/07/2018				No	0
602-495-9450-43150	Contract Services				Monthly SCADA Service				
	107557 Total:	979.00							
107649	7/25/2018	489.50	0.00	08/07/2018				No	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
601-494-9400-43150 Contract Services 107649	7/25/2018	489.50	0.00	08/07/2018	Monthly SCADA Service			No	0
602-495-9450-43150 Contract Services					Monthly SCADA Service				
107649 Total:		979.00							
Telemetry & Process Contr		1,958.00							
TJB Homes Construction TJBHOMCO 20180712	7/12/2018	5,000.00	0.00	08/07/2018				No	0
803-000-0000-22900 Deposits Payable					Refund Escrow 2015-1372 11837 32nd Street				
20180712 Total:		5,000.00							
TJB Homes Construction T		5,000.00							
TKDA, Inc. TKDA 002018002354	7/12/2018	1,531.90	0.00	08/07/2018				No	0
803-000-0000-22910 Developer Payments					Northport 1st Addition				
002018002354 Total:		1,531.90							
002018002637	7/18/2018	583.24	0.00	08/07/2018				No	0
409-480-8000-43150 Contract Services					2017 Street Project 2016.135				
002018002637 Total:		583.24							
TKDA, Inc. Total:		2,115.14							
Towmaster, Inc TOWMASTE 405863	7/10/2018	1,098.22	0.00	08/07/2018				No	0
101-430-3100-42210 Repair/Maint. Supplies					Sander and auger hydraulic motors				

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
		1,098.22							
		1,098.22							
Tri State Bobcat, Inc. TRISTATE									
N10231	6/29/2018	324.50	0.00	08/07/2018				No	0
101-450-5200-44130 Equipment Rental					Skid loader mower rental				
		324.50							
N10231 Total:									
T73377	7/6/2018	2,271.87	0.00	08/07/2018				No	0
101-450-5200-42400 Small Tools & Minor Equipm					Skid loader mower repair				
		2,271.87							
T73377 Total:									
T73697	7/16/2018	482.96	0.00	08/07/2018				No	0
101-450-5200-42400 Small Tools & Minor Equipm					Skid loader mower repair				
		482.96							
T73697 Total:									
		3,079.33							
Tri State Bobcat, Inc. Total									
TruGreen TRUGREEN									
83434490	6/22/2018	178.00	0.00	08/07/2018				No	0
101-450-5200-43150 Contracted Services					Spring weed and feed				
		178.00							
83434490 Total:									
84813351	7/11/2018	395.00	0.00	08/07/2018				No	0
101-450-5200-43150 Contracted Services					Spring weed and feed - Ridge Park				
		395.00							
84813351 Total:									
84849772	7/11/2018	459.00	0.00	08/07/2018				No	0
101-450-5200-43150 Contracted Services					Spring weed and feed - Tablyn Park				

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
		<u>459.00</u>							
84849772 Total:		459.00							
84866637	7/11/2018	134.00	0.00	08/07/2018				No	0
101-450-5200-43150 Contracted Services				Spring weed and feed - Fire stations					
		<u>134.00</u>							
84866637 Total:		134.00							
84891649	7/11/2018	614.00	0.00	08/07/2018				No	0
101-450-5200-43150 Contracted Services				Spring weed and feed - Peeble Park					
		<u>614.00</u>							
84891649 Total:		614.00							
		<u>1,780.00</u>							
TruGreen Total:		1,780.00							
Van Klei, Lonnie									
VANKLEI									
20180809	8/9/2018	180.00	0.00	08/07/2018				No	0
101-420-2100-44300 Misc. - Community Event				2018 Huff-n-Puff Days Crowd Control					
		<u>180.00</u>							
20180809 Total:		180.00							
		<u>180.00</u>							
Van Klei, Lonnie Total:		180.00							
Verizon Wireless									
VERIZON									
9809538515	6/21/2018	70.17	0.00	08/07/2018				No	0
101-430-3100-43210 Telephone				Wireless charges					
		<u>70.17</u>							
9809538515 Total:		70.17							
9810750134	7/10/2018	35.01	0.00	08/07/2018				No	0
101-420-2220-43210 Telephone				Air card for tablet					
		<u>35.01</u>							
9810750134 Total:		35.01							
		<u>105.18</u>							
Verizon Wireless Total:		105.18							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
Washington Conservation Dist.									
WASHCONS									
4187	6/30/2018	625.00	0.00	08/07/2018				No	0
603-496-9500-43150 Contract Services				2018 2nd quarter billings					
	4187 Total:	625.00							
	Washington Conservation D	625.00							
Weeks-End Signs & Graphics									
WEEKSEND									
2387	7/27/2018	1,571.56	0.00	08/07/2018				No	0
207-000-0000-34110 Rent				Lions Park Signs x 8					
	2387 Total:	1,571.56							
	Weeks-End Signs & Graphi	1,571.56							
White, Anita									
Whiteani									
20180711	7/11/2018	55.00	0.00	08/07/2018				No	0
101-410-1450-43620 Cable Operations				Cable Operations - 7/3/18					
20180711	7/11/2018	55.00	0.00	08/07/2018				No	0
101-410-1450-43620 Cable Operations				Cable Operations - 7/10/18					
	20180711 Total:	110.00							
20180730	7/30/2018	55.00	0.00	08/07/2018				No	0
101-410-1450-43620 Cable Operations				Cable Operations - 7/17/18					
20180730	7/30/2018	25.00	0.00	08/07/2018				No	0
101-410-1450-43620 Cable Operations				Cable Operations - 7/17/18 Bonus					
	20180730 Total:	80.00							
	White, Anita Total:	190.00							

Xcel Energy

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number					Description	Reference			
XCEL									
600405339	7/20/2018	288.19	0.00	08/07/2018				No	0
602-495-9450-43810	Electric Utility				Lift Station				
	600405339 Total:	288.19							
600448297	7/20/2018	11.31	0.00	08/07/2018				No	0
101-450-5200-43810	Electric Utility				Tennis Court				
	600448297 Total:	11.31							
600453118	7/20/2018	22.13	0.00	08/07/2018				No	0
101-450-5200-43810	Electric Utility				Pebble Park				
	600453118 Total:	22.13							
600461986	7/20/2018	15.40	0.00	08/07/2018				No	0
602-495-9450-43810	Electric Utility				Lift Station				
	600461986 Total:	15.40							
600466537	7/20/2018	16.86	0.00	08/07/2018				No	0
602-495-9450-43810	Electric Utility				Lift Station				
	600466537 Total:	16.86							
600469695	7/20/2018	53.42	0.00	08/07/2018				No	0
101-450-5200-43810	Electric Utility				Legion Park				
	600469695 Total:	53.42							
600470285	7/20/2018	511.08	0.00	08/07/2018				No	0
101-420-2220-43810	Electric Utility				Fire Station 1				
	600470285 Total:	511.08							
600476011	7/20/2018	34.22	0.00	08/07/2018				No	0
101-430-3100-43810	Electric Utility				Traffic Lights				
	600476011 Total:	34.22							
600480822	7/20/2018	43.45	0.00	08/07/2018				No	0
101-450-5200-43810	Electric Utility				Parks Bldg				



Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
		43.45							
600483617	7/20/2018	47.74	0.00	08/07/2018	Traffic Lights			No	0
101-430-3100-43810	Electric Utility								
		47.74							
600485351	7/20/2018	122.58	0.00	08/07/2018	Water Tower 2			No	0
601-494-9400-43810	Electric Utility								
		122.58							
600490776	7/20/2018	12.77	0.00	08/07/2018	Speed Sign Hwy 5			No	0
101-430-3100-43810	Electric Utility								
		12.77							
600501182	7/20/2018	4,090.27	0.00	08/07/2018	Pumphouse			No	0
601-494-9400-43810	Electric Utility								
		4,090.27							
600501618	7/20/2018	156.43	0.00	08/07/2018	Pumphouse			No	0
601-494-9400-43810	Electric Utility								
		156.43							
600505200	7/20/2018	12.97	0.00	08/07/2018	Sunfish Park			No	0
101-450-5200-43810	Electric Utility								
		12.97							
600513743	7/20/2018	50.58	0.00	08/07/2018	Traffic Lights			No	0
101-430-3100-43810	Electric Utility								
		50.58							
600518847	7/20/2018	41.85	0.00	08/07/2018	Traffic Lights			No	0
101-430-3100-43810	Electric Utility								
		41.85							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number					Description	Reference			
600528417	7/20/2018	46.16	0.00	08/07/2018				No	0
101-430-3100-43810	Electric Utility				Traffic Lights				
	600528417 Total:	46.16							
600538801	7/20/2018	551.73	0.00	08/07/2018				No	0
602-495-9450-43810	Electric Utility				Lift Station				
	600538801 Total:	551.73							
600540564	7/20/2018	121.44	0.00	08/07/2018				No	0
601-494-9400-43810	Electric Utility				Water Tower 3				
	600540564 Total:	121.44							
600606911	7/23/2018	26.63	0.00	08/07/2018				No	0
101-430-3100-43810	Electric Utility				Street Lights				
	600606911 Total:	26.63							
601354272	7/27/2018	802.68	0.00	08/07/2018				No	0
101-430-3100-43810	Electric Utility				Public Works				
	601354272 Total:	802.68							
601402674	7/27/2018	14.94	0.00	08/07/2018				No	0
101-420-2220-43810	Electric Utility				Warning Sirens				
	601402674 Total:	14.94							
601439179	7/27/2018	652.37	0.00	08/07/2018				No	0
101-450-5200-43810	Electric Utility				VFW Ballfield				
	601439179 Total:	652.37							
	Xcel Energy Total:	7,747.20							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number					Description	Reference			

Report Total:	134,492.37
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## STAFF REPORT

DATE: August 8, 2018

**REGULAR**

ITEM #4 - Consent

**MOTION**

**TO:** City Council  
**FROM:** Sue Iverson – Finance Director  
**AGENDA ITEM:** Approve Reimbursement Resolution  
**REVIEWED BY:** Kristina Handt, City Administrator

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### **BACKGROUND:**

The Internal Revenue Service (IRS) regulations generally require that the City make a declaration of intent to reimburse itself for expenditures out of the proceeds of subsequently issued bonds or other financing and that such declaration be made not later than 60 days after the expenditure is actually paid

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

- 1) Should the City Council approve a reimbursement resolution for 2018 Capital Projects to be reimbursed through 2019 bonding and 2018 equipment purchases to be reimbursed through Equipment Certificates obtained in 2018?

### **DISCUSSION:**

The City is planning to use Equipment Certificates to finance the Fire Engine and the Dump Truck previously authorized. Equipment Certificates follow the same regulations as stated above. It is planned to finance both the 2018 Capital Improvement projects and the 2019 Capital Improvement projects in 2019 with one bond issue.

### **FISCAL IMPACT:**

The City will recognize savings by combining the 2018 and 2019 projects into one bond issue by saving issuance costs and the ability to get a better interest rate with a larger bond issue. The City has the capacity to cash flow the costs for 2018 until the issuance of the bonds without it impacting its bond rating.

### **RECOMMENDATION:**

*If removed from the consent agenda:*

Motion to Resolution 2018-085, a resolution establishing procedures relating to the compliance with reimbursement bond regulations under the Internal Revenue Code in connection with the General Obligation Bond Issues or Equipment Certificates.

### **ATTACHMENTS:**

- 1) Resolution 2018-085.

**CITYOF LAKE ELMO  
WASHINTON COUNTY  
STATE OF MINNNESOTA**

**RESOLUTION NO. 2018-085**

**RESOLUTION ESTABLISHING PROCEDURES RELATING TO COMPLIANCE  
WITH REIMBURSEMENT BOND REGULATIONS UNDER THE INTERNAL  
REVENUE CODE IN CONNECTION WITH THE GENERAL OBLIGATION BOND  
ISSUES OR EQUIPMENT CERTIFICATES**

BE IT RESOLVED by the City Council (the "Council") of the City of Lake Elmo, Minnesota (the "City"), as follows:

1. Recitals.

(a) The Internal Revenue Service has issued Treasury Regulations, Section 1.150-2 (as the same may be amended or supplemented, the "Regulations"), dealing with "reimbursement bond" proceeds, being proceeds of bonds used to reimburse the City for any project expenditure paid by the City prior to the time of the issuance of those bonds, including without limitation, General obligation bonds or equipment certificates, or other obligations (collectively, the "bonds") in one or more series.

(b) The Regulations generally require that the City (as the issuer of or the primary obligor under the Bonds) make a declaration of intent to reimburse itself for such prior expenditures out of the proceeds of the Bonds, that such declaration be made not later than 60 days after the expenditure is actually paid, and that the bonding occur and the written reimbursement allocation be made from the proceeds of the Bonds within 18 months after the later of (1) the date of payment of the expenditure or (2) the date the project is placed in service (but in no event more than 3 years after actual payment).

(c) The provisions of this Resolution are intended to have no application, to payments of City project costs first made by the City out of the proceeds of bonds issued prior to the date of such payments.

2. Official Intent Declaration. The Regulations, in the situations in which they apply, require the City to have declared an official intent (the "Declaration") to reimburse itself for previously paid project expenditures out of the proceeds of the Bonds. This Declaration relates to the following projects (collectively, the "Project") and the costs thereof to be financed:

2018 Improvement projects	\$ 2,338,000
Water projects	374,000
Sewer projects	460,000
Storm Sewer projects	24,600
Fire Truck	700,000
Dump Truck	<u>240,000</u>
Total	\$ 4,136,600

3. The City reasonably expects to reimburse itself for the payment of certain costs of the Project out of the proceeds of the Bonds to be issued after the date of payment of such costs. As of the date hereof, the City reasonably expects that \$4,136,600 is the maximum aggregate principal amount of the Bonds which will be issued to finance the Project, from time to time.

4. Each expenditure to be reimbursed from the Bonds is or will be a capital expenditure or a cost of issuance, or any of the other types of expenditures described in Section 1.150-2(d)(3) of the Regulations.

5. As of the date hereof, the statements and expectations contained in this Declaration are believed to be reasonable and accurate.

Adopted on August 8, 2018, by the City Council of the City of Lake Elmo, Minnesota.

**CERTIFICATION**

The undersigned, being the duly qualified and acting Clerk of the City of Lake Elmo, Minnesota, hereby certifies the following:

The foregoing is true and correct copy of a Resolution on file and of official, publicly available record in the offices of the City, which Resolution relates to procedures of the City for compliance with certain IRS Regulations on reimbursement bonds. Said Resolution was duly adopted by the governing body of the City (the "Council") at a regular meeting of the Council held on \_\_\_\_\_, 2018. The Council meeting was duly called, regularly held, open to the public, and held at the place at which meetings of the Council are regularly held. Councilmember \_\_\_\_\_ moved the adoption of the Resolution, which motion was seconded by Councilmember \_\_\_\_\_. A vote being taken on the motion, the following members of the Council voted in favor of the motion to adopt the Resolution:

and the following voted against the same:

Whereupon said Resolution was declared duly passed and adopted. The Resolution is in full force and effect and no action has been taken by the Council which would in any way alter or amend the Resolution.

WITNESS MY HAND officially as the Clerk of the City of Lake Elmo, Minnesota, on \_\_\_\_\_, 2018.

\_\_\_\_\_  
Clerk  
City of Lake Elmo, Minnesota



## STAFF REPORT

DATE: August 8, 2018

**CONSENT**

ITEM #: 5

**TO:** Mayor and City Council

**FROM:** Jake Foster, Assistant City Administrator

**AGENDA ITEM:** Approve Sales Agreement with Revize Web Services for New Website and Hosting Services

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### **BACKGROUND:**

Staff has determined there is a need for a new website for several reasons. As the website has not been updated since the latest launch in 2012, there are significant areas of the site which are lacking.

As the website is outdated, it is not mobile-optimized let alone responsively designed. More and more traffic comes from mobile sources, and it is critical the site can be viewed optimally from any device without requiring several different content configurations.

Additionally, due to the lack of site updates and the outdated platform, the current website is not as secure as a newly updated and hosted website would be. The proposed website update from revise would provide a site that is considerably more secure.

The current website is cumbersome from a usability standpoint for both staff and end-users/residents. Staff has received several complaints from residents and other end-users over the last few years detailing how it is difficult to navigate the website. Not only is the navigation and use of the website unintuitive, but the current website has no search function. These issues also make it difficult for staff to keep content up-to-date, or to know when content should be removed from the site. Any site created through Revize would streamline and simplify content and navigation making it much easier from both a resident/end-user standpoint, and from a content updating/curating perspective.

### **ISSUE FOR DISCUSSION:**

Should Council approve the Revize Web Services Sales Agreement for a new City website and hosting service?

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

As outlined in the proposal document, and the service agreement, Revize will provide additional functionality on a new website that the City's current site does not have. These additional features include but are not limited to:

- Responsive webpages
- Site search
- Online form builder
- Link checker
- Online bill pay
- Quick link buttons
- E-newsletter module



The City would use one of Revize's website templates to limit the development hours needed for a new site, while still providing a stylistic update. The actual page building and content loading would be done by City staff.

Included in the sales agreement, is an online training session for up to three hours for up to two participants. Revize also provides real-time phone support from 8:00AM – 8:00PM EST Mon.-Fri. and several other tools for troubleshooting available online once the site is launched.

**FISCAL IMPACT:**

Funds for a website upgrade have already been included in the 2018 budget. In addition to the excellent product offering and references, Revize's proposal/quote was also the most inexpensive compared to the other vendors' proposals. The cost breakdown as proposed by Revize is as follows:

Year 1/launch: **\$3,200**

Year 2/on-going annual fee thereafter: **\$1,200**

**RECOMMENDATION:**

*“Move to approve the Revize Web Services Sales Agreement.”*

**ATTACHMENTS:**

1. Revize Web Services Sales Agreement
2. Revize Website Proposal



## Revize Web Services Sales Agreement

This Sales Agreement is between Lake Elmo, Minnesota ("CLIENT") and Revize LLC, aka Revize Software Systems, ("Revize"). Federal Tax ID# 20-5000179 Date: 6-25-18

<b>CLIENT INFORMATION:</b>		<b>REVIZE LLC:</b>
Company Name:	<u>City of Lake Elmo</u>	Revize Software Systems
Company Address:	<u>3880 Laverne Avenue North</u>	1890 Crooks, Suite 340
Company Address 2:	<u></u>	Troy, MI 48084
Company City/State/Zip:	<u>Lake Elmo, MN 55042</u>	248-269-9263
Contact Name:	<u>Jake Foster jfooster@lakeelmo.org</u> <u>651-747-3908</u>	
Billing Dept. Contact:	<u></u>	
Client Website Address:	<u>www.lakeelmo.org</u>	

Quantity	Description	Price
1	<b>WEBGEN Website Design and Development Fee - one-time charge</b> (see pages 4 - 6)	\$ 2,000.00
	<ul style="list-style-type: none"> <li>• Revize Web Calendar, and Document Center and other modules on page 2 - 3</li> <li>• Training – Revize Content Editing, Administrative training up to 3 hours for up to 2 people</li> <li>• Migrate up to 100 web pages and 50 documents of content "as is" to new website</li> </ul>	
1	<b>Revize Annual Tech Support, Software Subscription, and Web Hosting Service, pre-paid:</b>	\$ 1,200.00
	<ul style="list-style-type: none"> <li>• Revize Web Content Management Software Services</li> <li>• Up to 2 Non-Technical Content Editors, and administrative users</li> <li>• Technical Support/ CMS Software Upgrades/Website Hosting 5GB storage</li> <li>• Four year agreement</li> </ul>	

**Grand Total:** \$ 3,200.00

Four Year Agreement. Revize requires a check for \$3,200 to start this Initiative. Remaining balance due upon website delivered for content editor training or the first year anniversary of the kick off meeting, whichever comes first. Annual services and website hosting start the day of the Kick Off project meeting.

**Terms:**

- Payments:**
  - All Invoices are Due Upon Receipt. Work begins upon receiving initial payment.
- Additional content migration, if requested, is available for \$3 per web page or document.
- This Sales Agreement is the only legal document governing this sale.
- Both parties must agree in writing to any changes or additions to this Sales Agreement.
- This Sales Agreement is subject to the laws of the State of Michigan.
- Pricing expires in 30 days.

**AGREED TO BY:**

**CLIENT**

**REVIZE**

Signature of Authorized Person:

Name of Authorized Person:

Title of Authorized Person

Date:

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

\_\_\_\_\_  
Dylan Johnston  
 \_\_\_\_\_  
Account Manager  
 \_\_\_\_\_

Please sign and return to:

\_\_\_\_\_Dylan Johnston\_\_\_\_\_

Fax 1-866-346-8880

## 1.1 Following Applications & Features will be integrated into Your Website Project

Revize provides applications and features specifically designed for municipalities. The applications and features are categorized into:

- ▶ Citizen's Communication Center Apps
- ▶ Citizen's Engagement Center Apps
- ▶ Staff Productivity Apps
- ▶ Site Administration and Security Features
- ▶ Mobile Device and Accessibility Features

### CITIZEN's COMMUNICATION CENTER APPS:

- ✓ Home Page Alert
- ✓ Document Center
- ✓ News Center
- ✓ Online Web Forms
- ✓ Photo Gallery/YouTube Video Upload
- ✓ Quick Link Buttons
- ✓ Revize Web Calendar - Unlimited Calendars
- ✓ Social Media Fly Out

### Citizen's Engagement CENTER Apps:

- ✓ Online Bill Pay

### STAFF PRODUCTIVITY APPS:

- ✓ Vendor Registration/Management System via Vendor Registry
- ✓ Image Manager
- ✓ Link Checker
- ✓ Menu Manager
- ✓ Online Form Builder
- ✓ Website Content Archiving

## **SITE ADMIN & SECURITY APPS**

- ✓ Audit Trail
- ✓ History Log
- ✓ Roles and Permission-based Security Mode
- ✓ Secure Site Gateway
- ✓ Unique Login/Password for each Content Editor

## **Mobile DEVICE and ACCESSIBILITY FEATURES**

- ✓ Alt-Tags
- ✓ Responsive Website Design (RWD) –Latest Government Design Technology to accommodate better viewing of text and graphics for any size screen, i.e SMART phones, PC Tablets, iPads, iPhones, Windows and Android devices

**Select one of the following Website Designs on the following pages and Revize will create a new custom banner and change the color scheme to reflect your organization's character. The Revize CMS is already built into it saving you the cost of a custom design and CMS technology development. Turnaround time: approximately 4-6 weeks**

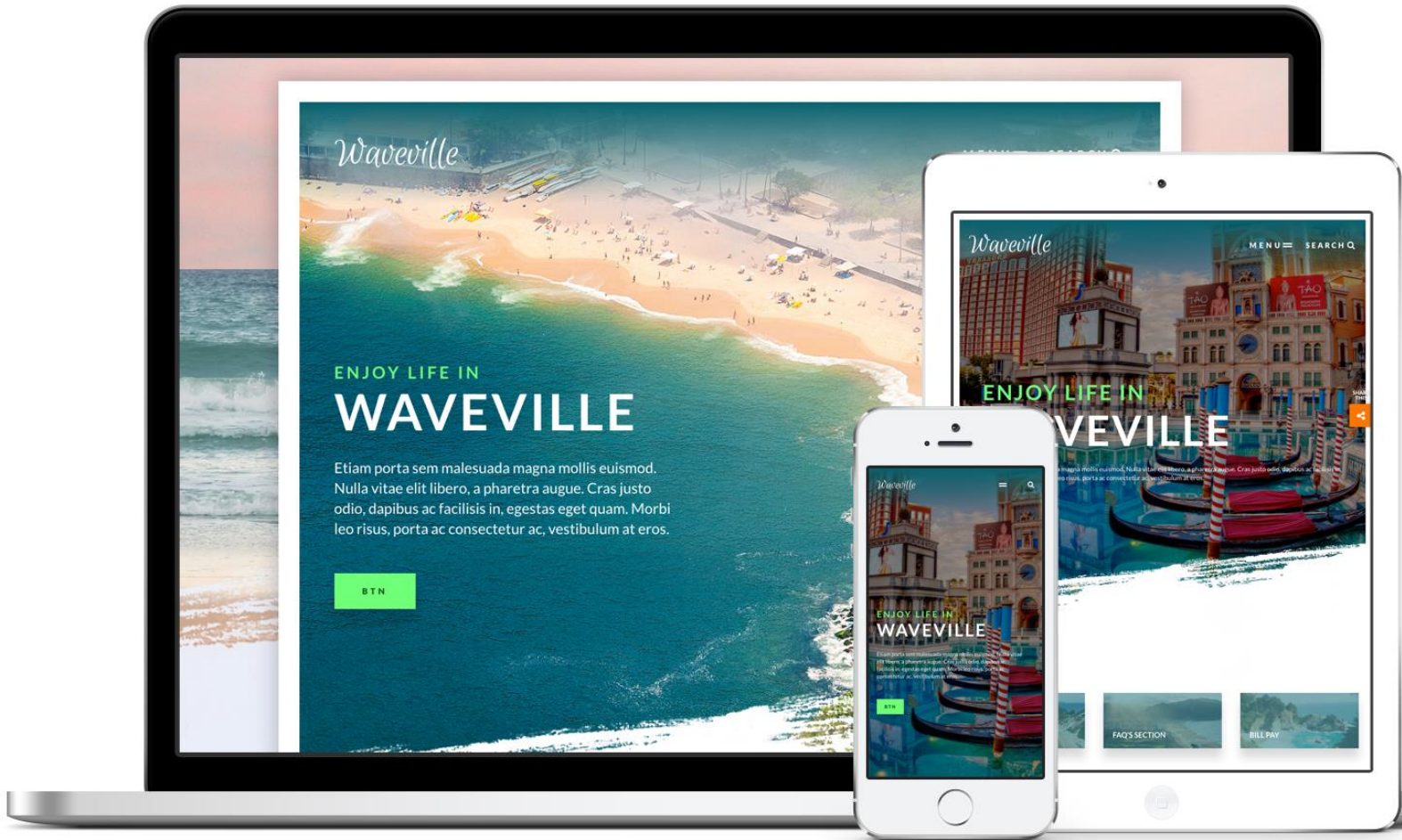
# Revize WEBGEN “Ready-to-Use” Website

## Designs:

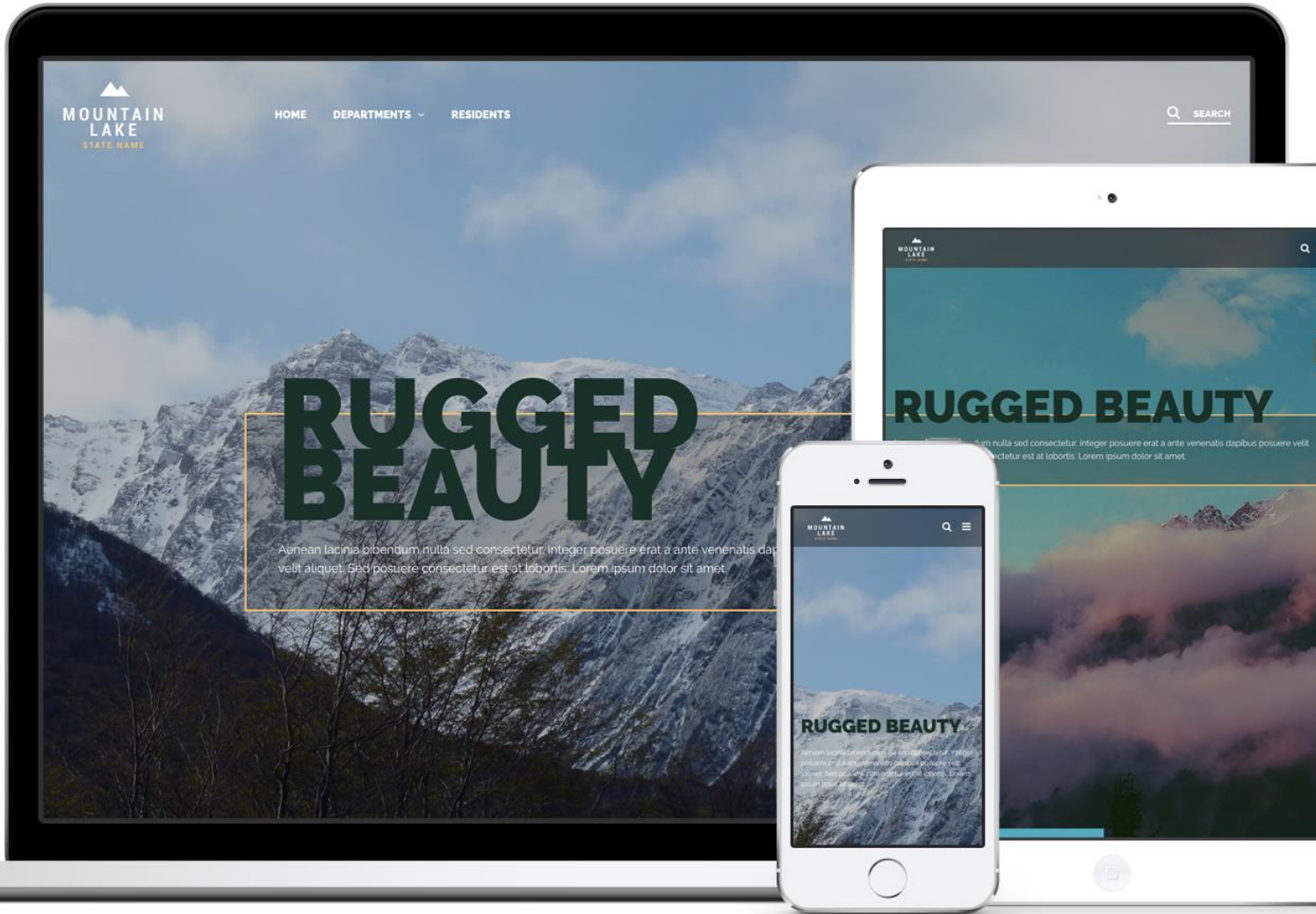
### Small City Design



# Waveville Design



# Rugged Beauty Design



PROPOSAL FOR

# City of Lake Elmo, MN

Prepared by Dylan Johnston  
1890 Crooks Rd, Troy, MI 48084  
Ph: 248-269-9263 x23  
M: 248-894-9297  
Fax: 866-346-8880  
[www.revize.com](http://www.revize.com) June 4, 2018





Dear Jake Foster and City Council,

Thank you for considering Revize as your web development partner. For nearly two decades, Revize has been a leader in providing high quality, government-compliant web solutions. A myriad of industry awards and hundreds of satisfied clients stand as testament to the quality and value of our work.

Every member of the Revize team understands that your website is more than a website. It's a valuable resource that can help you build a better community.

Visitors are drawn to websites that are appealing yet functional, user friendly with a plethora of services, and accessible on a wide range of devices. A Revize website will allow your residents and businesses to easily fill out and submit documents, review and pay bills and taxes, perform searches to answer frequently asked questions and perform a suite of other tasks that would otherwise require staff assistance. What's more, a Revize website will enable you to increase staff productivity and decrease costs by reducing off-line departmental operations.

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“Our innovative solutions are custom-tailored to meet the needs of each individual client.”

---

We will work closely with you to design and develop a dynamic, functional and easy to navigate website that will perfectly fit your community. Then we empower you to control your digital presence with the industry's best administrative management applications. Revize training ensures that your team has the skills needed to expertly update and manage website content and delivery.

## Government clients select Revize because we can help them

- Effectively engage residents.
  - Enhance their web presence and build an online communications center.
  - Empower non-technical web content editors and administrators to easily execute changes.
  - Implement a scalable solution that allows them to affordably grow their web presence for the long term.
- 

“Revize Websites build engagement with your constituents.”

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We have worked hard to establish a reputation for creating online community websites that engage, inform, and increase participation of your community. With our help, your community’s website can serve your residents better, inspire them more, and get them actively involved in your government.

Please contact me if you have any questions at all.

Sincerely,

*Dylan Johnston*

Dylan Johnston  
Senior Sales Executive  
248-269-9263 x23  
[dylan@revize.com](mailto:dylan@revize.com)

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# Executive Summary

Thank you for considering Revize Software Systems for your new website project. We understand the importance of this undertaking and know how motivated your government/community is to selecting the right vendor; one who will work with you through all the steps required to build the perfect website featuring a plethora of high quality online services that your constituents will want to use regularly. In more than two decades of working with government leaders, as well as through nationwide surveys, we have learned that the key to choosing a website vendor is finding the right balance between the total cost of the solution and the quality of the design, online apps and user friendly functionality. In simpler terms, you need a solution that works for you and serves your constituents.

## **About Us**

With more than 1,200 government clients nationwide, Revize Software Systems is one of the industry's eminent providers. We credit our rapid growth to our over 20-year track record of building award-winning government websites and content management systems. When you work with Revize, you're not just a client, you become part of the Revize family and will receive the service and support you need and expect! We are among the most highly respected government website experts in the United States and we proudly stand by our work.

## **Our Innovative Responsive Web Design (RWD) and Web Apps**

Revize has been a pioneer in implementing the latest trends in design by using Responsive Web Design (RWD). This technology ensures that site visitors have an optimal viewing experience — easy reading and navigation with a minimum of resizing, panning, and scrolling — across a wide range of devices, from mobile phones to desktop monitors. RWD provides flexible and fluid website layouts that adapt to almost any screen. When you implement a dynamic new website powered by Revize, you will not only get an outstanding look, layout and navigation, but you also receive 24/7 access to our Government Communication Center for residents, business and visitors.

## Here you will find the communication tools you need such as

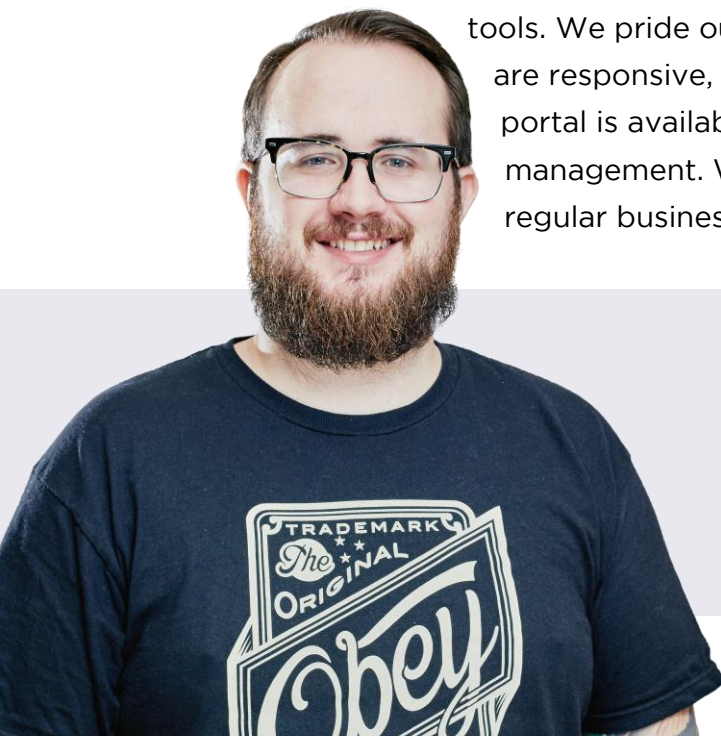
- Public Service Request App
- Calendar of Events
- E-Notification Modules
- On-Line Payment Portal
- Facilities Reservations
- News Center with Facebook/Twitter Integration
- Emergency Alerts
- Online Forms / Survey Tools
- E-Newsletter Applications
- Job Posting and Tracking Module
- Public Records Request Tracker
- Agenda Creator

## Our Award-Winning Government CMS

Revize is renowned as a leader in providing practical, high-value, easy to use Government content management software (Government CMS). This simple-to-use yet powerful solution enables clients to manage their online presence with high functionality and style. With applications, such as an online document center, public service request app, public records request tracker, agendas and minutes, frequently asked questions, agenda creator and more, Revize ensures that our clients have the tools they need to make information and services available for website users at the click of a mouse.

## Quick Deployment, Personalized Training and Support

Revize addresses time concerns by completing websites in considerably less time than our competitors. And because our software is so easy to use, we are also able to effectively train our clients in less than half the time it takes our competitors. Our training program is customized based on each client's needs, and we provide hands on training the way you want it - either onsite or off site through web conferencing tools. We pride ourselves on the skills of our support staff, who are responsive, knowledgeable and helpful. Our online support portal is available 24X7X365 for issue tracking and management. We also provide phone and email support during regular business hours.



### Did you know?

Our technical and development staff holds a variety of certifications and has a combined 50 years' experience.

# Company Profile

<b>FOUNDED</b>	<b>HEADQUARTERS</b>	<b>PHONE</b>	<b>WEB SITE</b>
1995	1890 Crooks Road, Troy, MI 48084	248-269-9263	<a href="http://www.revize.com">www.revize.com</a>

Revize Software Systems was founded in June, 1995 as a "new media" development company specializing in the creation of interactive web design, multimedia content delivered on CD-ROM, and video production. Since then, Revize has made an unsurpassed name for itself in the web/internet industry as THE master of government website design, which remains our specialty. We now boast more than 1200 government clients in North America and have created acclaimed website designs for hundreds of municipalities, and counties, as well as government departments, agencies and school districts. In September, 1996 as the Internet was becoming a world-wide reality, Revize began developing a Web Content Management System (CMS) for the government market to enable non-technical contributors to quickly and easily update content on their websites. The result was the creation of our state-of-the-art Revize Government CMS. Our mission has always been to enhance the communications of government organizations nationwide with their varied and valued audiences. This is based on our vision statement, which reads:

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"The empowerment of  
people through simplified  
information management  
technologies."

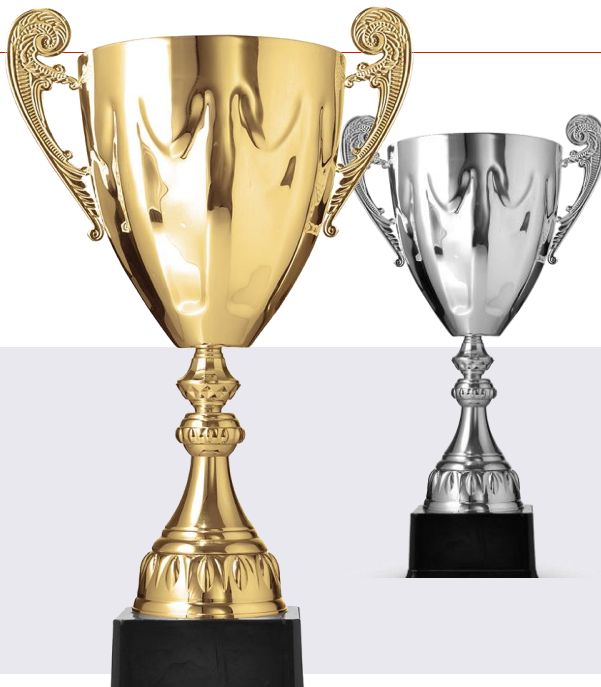
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Focused exclusively on creative web design, government web apps and content management technologies, Revize continues to invest in its technology, continually adding new capabilities and features that manifest our vision. While many

municipalities choose Revize to develop and cost-effectively manage their website content, clients also use Revize as an information-sharing platform. Our suite of Revize Government web-based solutions has proven valuable as a powerful technology that empowers clients to build and maintain sophisticated web sites, all while using the Internet and internal Intranets/Extranets to acquire, analyze, process, summarize and share information - ensuring that the right people always have the right information at the right time.

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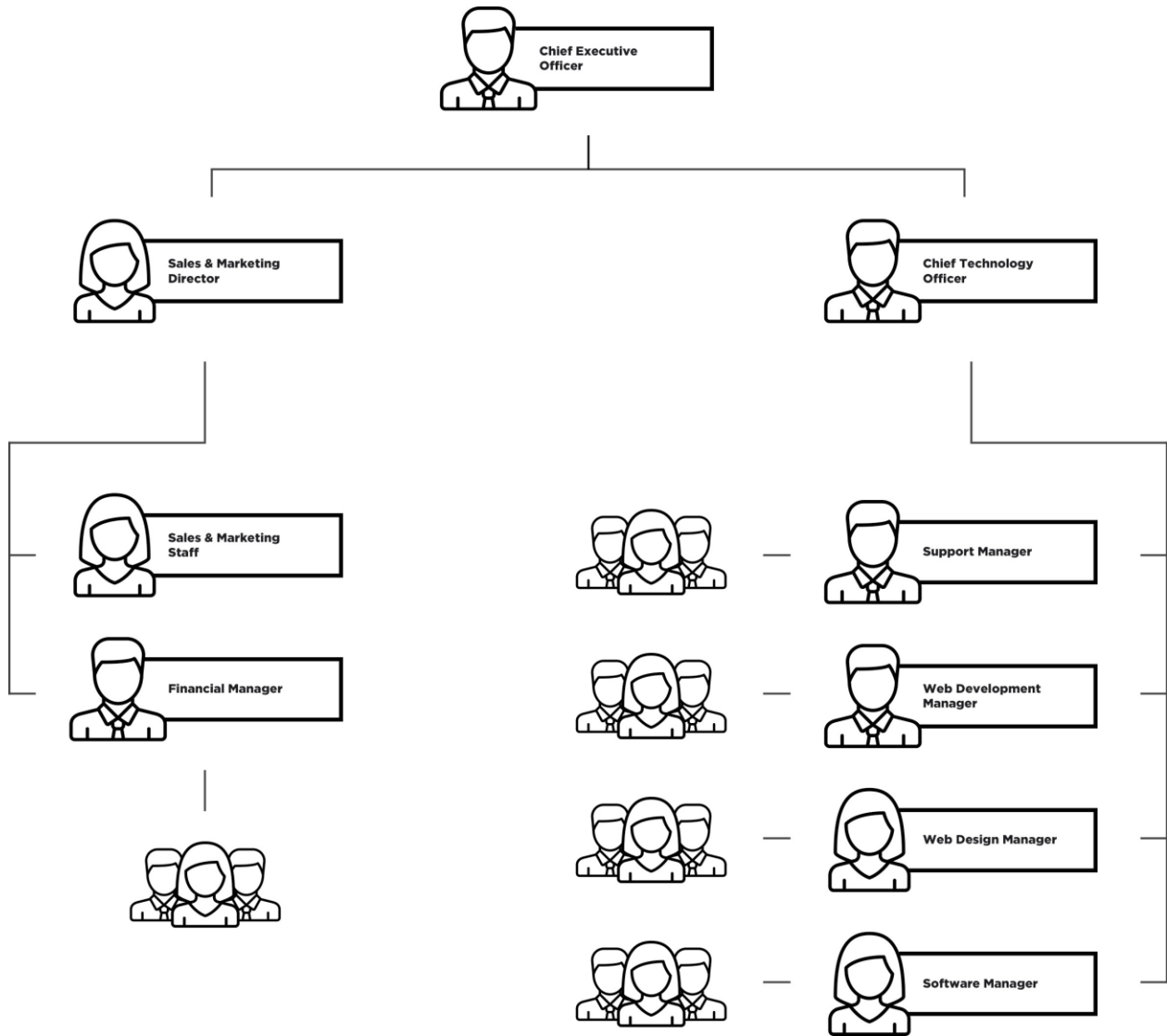
"We are proud of our award-winning web designs, technologies, continued innovations to build government centric modules and apps, web content management, training and support capabilities. We are especially proud of being recognized as one of the industry's top government website experts and innovators. We are committed to pursuing the continued evolution of all our services to provide increased value to our government clients."



**Did you know?**

Revize websites have received over 100 web awards in the last 5 years alone.

# Revize Organization Chart





# Why Choose Revize?

## **We Have Government Specific Experience and Outstanding Client Testimonials**

You can rely on Revize and our 20 years of experience building and maintaining websites for municipal, county and government agencies of all sizes throughout North America, to deliver a customized site design that improves layout, navigation, usability and content. Using Revize ensures that your website will be reliable, W3C and ADA compliant, and allow for easy integration with existing or future web applications and third-party software. But there's no need to take our word for it -- we encourage you to peruse our massive file of testimonials from our many satisfied clients.

## **We Will Build a Government Communication Center that Works for Your Community!**

The Revize website design, Government CMS and interactive tool sets have been developed exclusively for our government clients to help them effectively communicate with their key target audiences such as residents, businesses and visitors. Some of our most popular website and Government applications and modules include: a new and improved Online Calendar, the comprehensive Forms Center, our News Center with real-time social media connectivity, Emergency Alerts, E-Notifications, Citizen Request Tracker, Parks & Shelter Reservations System, Document Center, and Online Payment Portal.

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“We Build Superior  
Technology into Every  
Website with CMS  
Performance & Reliability  
That's Second to None.”

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What sets Revize apart from other companies? Revize's superior technical architecture and security, unsurpassed staff expertise and highly effective publishing engine provide our government clients with the most reliable website solutions in the industry today. By ensuring our client's data security and providing redundant server architecture and back-up data centers, Revize has a nearly 100% up-time rate. Plus, our clients never have to worry about data loss or data corruption because of our instantaneous back-up process and our data center's tape back-up processes. Revize believes that investing a higher percentage of our profits into our technology and security makes us the best choice for the short and long term for governments seeking the best value for their community's website.

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"We Always Provide Knowledgeable,  
Friendly and Responsive Service!"

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All this, and a reliable IT partner too! Our website design and development is superior, and our Government CMS and suite of online apps is easy to learn and administer, but our 24/7 technical support will also be there for you to help you get over the hurdles! Our technical support team is widely considered to be among the industry's best. We also provide a sophisticated backup infrastructure which allows us to guarantee 99.99 percent uptime. Plus, regular updates and improvements to ensure that your site will remain current with industry standards and keep running smoothly for years to come. The Client Owns the CMS License and the Code!

We often hear the question: **"What happens if we want to move the website to another vendor? Do we lose all access or any of our website data?"** **The answer is 100% NO!** As our client, you own the template source code, the CMS, and any data that you put onto the website. We understand that clients may come and they go, but we always make sure they know they are just as important to us at the end of our tenure as they were at the beginning. If you decide to run the CMS in your own server, we can transfer the CMS license and software to your server as you own the license and you can run it from your server as long as you want.

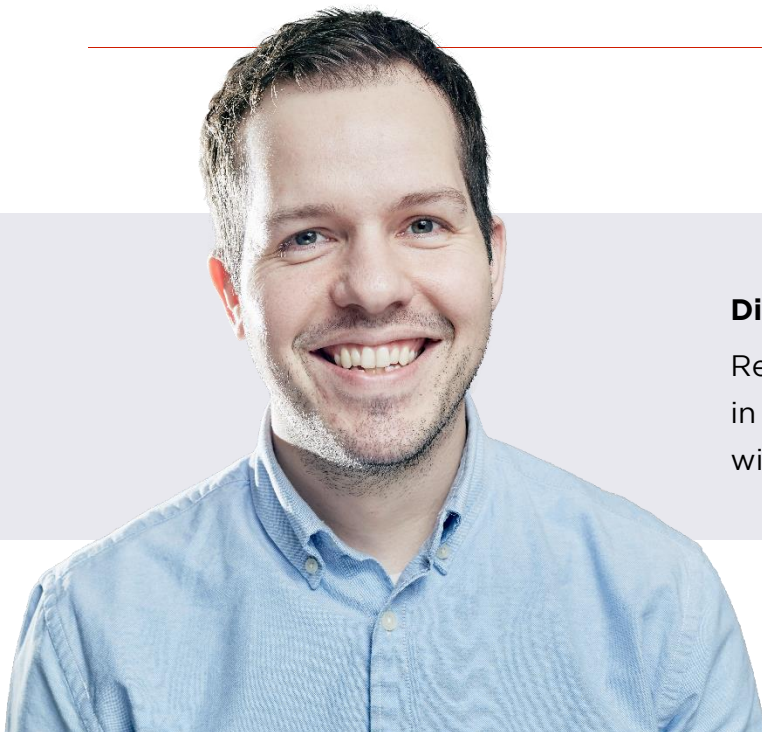
## Top Ten Reasons Why Revize gives you the Greatest Value!

- Modern, timeless and unique website design integrated with online Government apps
- On-time delivery
- Competitive pricing
- Responsible stewardship of the organization's stakeholders
- Full functionality to update and manage your website
- All the tools/apps needed to increase communications with citizens
- An easy CMS to train employees quickly
- Extended phone and email support
- 1,200+ satisfied government clients
- Unlimited App Upgrades: Revize provides unlimited upgrades to new and existing modules at no additional cost to you. Once you invest in Revize, you will receive free upgrades and feature enhancements for life.

---

"The Revize responsive website design is second to none for us providing an excellent experience for the growing number of residents, visitors and businesses accessing WylieTexas.gov on mobile devices. Our website's progressive look captures the vibrant culture of our community.

— Craig Kelly, Public Information Officer, City of Wylie, TX



### Did you know?

Revize CMS is the most advanced CMS in the government web design industry with over 18 years of development.

---

"Revize did a great job building our website design. Not only did Revize capture the character of our Michigan county, but it has helped connect our citizens to their county government."

— Karl Sparks, County Administrator, Benzie County, MI

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"Revize provided a dynamic website platform for the City of Albion. It allowed us to apply the best practices for municipalities in conveying vital information to citizens and businesses. Most of our department heads are not "tech savvy" but the exceptional training and Revize platform makes content management a breeze."

— Sheryl Mitchell, City Manager, Albion, MI

# Awards & Accolades

---

We were thrilled with the outcome of our website redesign project. The Revize team was professional and responsive throughout the process.

- Stephanie Teoli Kuhls,  
Township Manager,  
Middletown Township

---



Revize provided a dynamic website platform for Genesee County. It allowed us to apply the best practices for counties in conveying vital information to citizens and businesses.

Jamal Powell - IT Systems Manager, Genesee County, Michigan





“Visiting the Genesee County website to find the information I needed was easy, user-friendly and a breeze.”

- Patrick Gleen, Resident, Genesee County MI



“When I wanted to open my new shop everything I needed was at my fingertips on the city of St. Petersburg website.”

- Emily Hunter, Business Owner, St. Petersburg, FL

# The Revize Solution

## **Project Planning and Setup**

What makes Revize unique in its project approach and experience is our thorough preparation for each individual community combined with the range of website deployments and creative, customized fit we implement for each client. From small to large, rural to urban, the Revize project management process guarantees a perfect fit between the concept of the deployment and the expectations of the client's level of engagement preferences.

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We don't utilize a "one size fits all" approach because it doesn't make sense.

---

However, we do use a standard, proven effective process methodology. Each client is unique and we tailor our process to fit their unique needs. For as long as you are our client you will have staff dedicated to your account and access to an on-line portal for communication, design process and on-going support.

**Dedicated Accounts Manager:** Your dedicated Account Manager will handle all issues related to your contract, pricing, future product add-ons, and general account satisfaction. During the initial kick-off meeting, your Account Manager will introduce you to the team, explain roles and responsibilities, and place you in the very capable hands of your Dedicated Project Manager and Designer.

**Dedicated Project Manager:** Your dedicated Project Manager will handle all issues related to the website design, development, navigation, content, training, timelines and deliverables, as well as ensuring that feedback and communication occurs promptly in order to keep the project on-track. Also, the dedicated project manager will be the point of contact for any future technical support or issues that need to be addressed during the deployment and post deployment of the site.



**24/7/365 Project Portal Access:** From day one, your project and on-going support is tracked in the Revize On-line Project Portal. The main point of contact you select for the project will receive an invitation to register, including setting up a secure user name and password. The Project Portal serves as a communication tool for any matter pertaining to your website design, development and on-going support even after your website is launched.

---

“We guarantee the best support in the industry that’s 24/7 365 by the trained developers & technicians”

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**Did you know?**

Revize has launched over 1200 government websites both small and large.

# Hosting Service

Revize has four state-of-the-art physical data centers located in Chicago, Phoenix, San Diego and Houston with around-the-clock (24/7/365) monitoring of all server activities. Remote data backups are scheduled nightly with Carbonite data backup service. Additionally, Revize utilizes multiple Tier 1 bandwidth providers such as Level 3, Wiltel, and Cogent for redundancy and continuous connectivity. These procedures provide our clients with up to 500Mbps of fast fiber optic up-stream connectivity.

Revize hosts your web services on redundant (1TB Hard Drive, 3.2 GHz CPU and 32 GB RAM) servers in order to provide enhanced performance, as well as accurate security and data restoration for your website. The Revize technology architecture physically separates the CMS from the website in order to provide another layer of redundancy. With this model, we keep an up-to-the-minute exact duplicate of your website in the event your site must be restored. Revize support staff will simply republish your site within a guaranteed two hours (as opposed to the several hours or days timeframe our competitors offer).

---

“Revize provides clients with unlimited data storage server space for each website.”

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Revize will host both your Extranet and Intranet; your Intranet is secure and only accessible by authorized users through a login system.

There are no special software requirements to run a Revize hosted website and CMS solution. We make it all very simple. All you need is an internet connection and a browser. We also provide complete maintenance of your website, which includes but is not limited to: OS patches, intrusion prevention, antivirus, and software upgrades.

## **Final Phase: You Go Live!**

At last, your website content is complete and your staff is sufficiently trained! The final phase in the process is to redirect your website domain name from your old site to your beautiful new one. Once this is completed, Revize will closely monitor the transfer for the first 24 hours to ensure that everything is working properly. Any issues that arise will be immediately resolved.

## **Marketing & Ongoing Consultation**

Revize seizes on every effort to make our clients' sites highly visible. We draft press releases for posting on our website and for distribution locally, and will continuously monitor your site after it goes live so that you can take advantage of all marketing opportunities. We also look to submit your site for different awards and recognition competitions to further maximize your site's exposure.

## **Search Engine Registration and Marketing**

Revize will input all the targeted keywords to make your web pages search engine friendly, thus enabling users to find targeted information when they do a Google, Yahoo or any other search on your site.

## **Security**

Revize takes website security very seriously and we provide our clients with the very best website protection protocols. Our data centers are located on secure premises equipped with card-reader access, security cameras and guards on duty 24/7 to ensure the physical protection from unauthorized entry.

Our web and network administrators monitor network activity 24-hours-a-day to ensure system integrity and protection against threats such as Denial of Service (DoS) attacks that could corrupt your website or block user access. Maintaining the secure configuration of our web servers is managed through application of appropriate patches and upgrades, security testing, vulnerability scans, monitoring of logs, and backups of data and OS.

## Security Controls and Protocols

- Anti-malware software such as antivirus software, anti-spyware software, and rootkit detectors
- Shield Plus Security Bundle to prevent DDoS attacks
- Intrusion detection and prevention software (such as file integrity checking software)
- Host-based firewalls to protect CMS servers from unauthorized access
- Patch management software
- Security and Authentication Gateways
- Content filters, which can monitor traffic to and from the web server for potentially sensitive or inappropriate data and take action as necessary
- HTTPS (Hypertext Transfer Protocol over SSL), which provides encryption and decryption for user page requests that require more secure online transactions
- SSL (Secure Socket Layer) provides an encrypted end-to-end data path between a client and a server regardless of platform or OS

## Application Security Authentication

- Role-Based Security: Role-based authentication to add individual user accounts and assign them system roles like Editor, Developer, Administrator, Workflow Approvers, etc., or department roles and empower the department to assign specific roles to users.
- Permission-Based Security: Ability to set up Content Owners/Editors and restrict which site pages they are authorized to update
- Global & Department Workflow Management: Create workflow management and approval processes where authorized department personnel become approvers



### Did you know?

Revize launched over 200 websites last year alone.

### Maximum Response Times

- 1 hour for crisis issues
- 4-6 hours for critical issues
- 24 hours for normal issues

### Revize Support

- 8 a.m. – 8 p.m. EST Phone Support (Monday thru Friday)
- 24X7X365 Portal & Email Support
- Dedicated support staff to provide assistance and answer all questions
- New and existing user training
- Training refreshers
- Video tutorials and online training manual
- Automatic integration of enhancements
- E-Newsletter module support
- Automatic upgrades of CMS Modules such as Calendar, Document Center, etc...

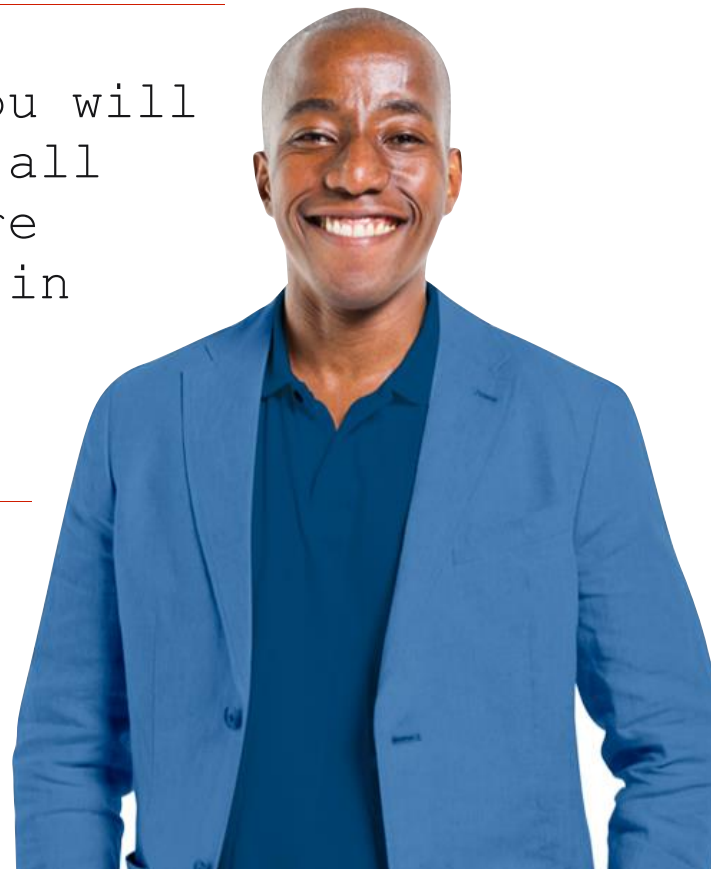
### Software Maintenance

Revize rolls out two new versions of the Revize CMS, and six to eight product updates every year. The Revize CMS is continuously enhanced to keep pace with cutting edge technologies and industry trends. When a software update or new version is rolled out, Revize will automatically update all servers used by our subscription service clients.

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"As a Revize client, you will receive full access to all enhancements to the core components and modules in the Revize CMS at no additional charge."

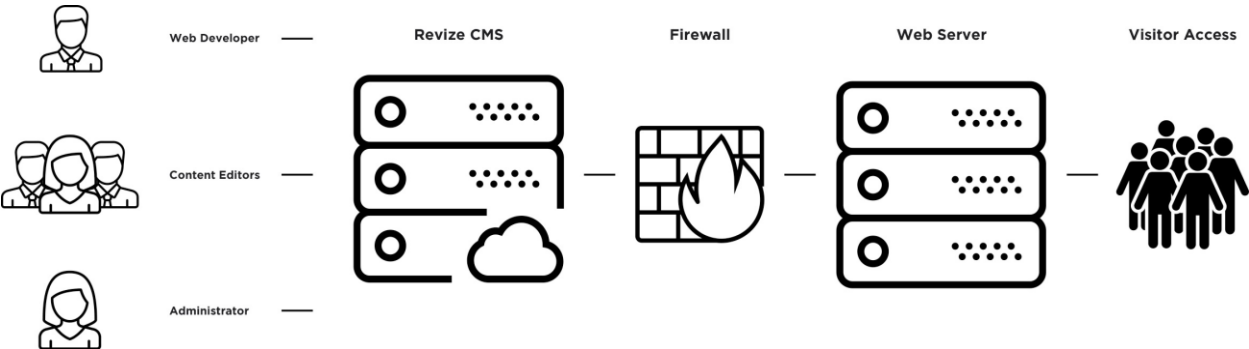
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# Revize Technology Architecture

The Revize Government CMS is a standards-based, open architecture software product without any proprietary restrictions. Revize uses leading technologies to avoid integration problems with existing systems and comes complete with its own Integrated Publishing Engine, Embedded Relational DB, JSP/Servlet Engine, and Application Server.

## Revize Intelligent Publishing WCM



---

“Security,  
Performance,  
Redundancy”

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# Revize Project Team

Revize understands the importance of having a talented and experienced staff. We are proud of our well-respected team of top notch experts in the field of government website design, development, analysis, content management, training and support. From the first creative concepts, through to the design phases, and from site launch to training of personnel and continued support of your website project, we have the right group of seasoned professionals to work with you through the website process and beyond. We are pleased to introduce them:

## **Thomas Jean**

Government Subject Matter Expert/Proposal Manager

As a Government Subject Matter Expert, business development and account executive, Thomas has brought to Revize a very special skill set. Not only does he sell Revize products and services, he is also a genuine subject matter expert when it comes to the inner workings of government. As an elected Township Trustee in Genesee Township Michigan, he knows the advantages that come with modernizing the way government does business. Additionally, he serves as President of a registered 501c3 non-profit organization, Genesee Forward, that promotes community development. With his unique background as an elected official, president of a non-profit organization, and education from one of the nation's top universities, Thomas is uniquely experienced to give an honest and accurate assessment of your community's website needs.

- **Philosophy:** As a township trustee, I know the challenges that elected officials face and what is important to them. I very much enjoy helping them by showing them all of the advantages of modernizing a community's technology.
- **Education:** BA degree in Political Science from University of Michigan; studied under top government academics.
- **Expertise:** Business development, business management, government procedure, public affairs, community development.
- **Role on your website project:** Account and client management

## Joseph J Nagrant

Business Development Director

Joseph is an accomplished professional internet and website design consultant with more than 20 years of successful business development and account management leadership experience. He has worked with well over 400 townships, cities, counties, educational institutions, companies, and non-profit organizations. He's a foremost expert in translating technical solutions into compelling living websites and other online community building opportunities. Additionally, he is a board member for Mott Community College (Flint, MI) MTEC Center, IT Advisory Council, Education Advisory Group. He also participates in many government discussions regarding the Internet for government use, including being a frequent guest on WDET (NPR) public radio and in The Detroit News. He has an excellent reputation for building and sustaining effective, long lasting client relationships.

- **Philosophy:** "Always put yourself in the client's shoes and do what is best for them."
- **Education:** BS in Electrical Engineering, Lawrence Tech University, MS in Business, Central Michigan University.
- **Expertise:** 29+ years of project, sales and marketing experience with government, education, corporate, and non-profit organizations.
- **Role on your website project:** Supervisor of account management between client and project team.

## Ray Akshaya

Technical Director

Ray has 20+ years of extensive technical experience with internet and website solutions. He has worked on hundreds of government, non-profit and educational websites and has a keen eye for web visitor requirements, information architecture, and usability. He is also a long-time veteran of Revize Software Systems and our clients enjoy working with him. In his career, he has deployed and/or assisted with technical solutions for more than 500 websites. When working on a project, Ray always visualizes himself in the client's chair at the closing stages of the project and makes sure that all decisions made on a project are in alignment with the client's vision and best practices for developing the system.

- **Philosophy:** "Work Hard, Help People and Live Honest."



- **Education:** MS in Engineering Science, Louisiana State University, Baton Rouge
- **Expertise:** Client Management, Project Management, Technology Development for CMS & Web Apps
- **Role on your website project:** Technical Director

## Samir Alley

Creative Director

Samir has more than a decade of experience in managing web site design projects. He has deployed 360+ municipal websites and has a solid background in web design and the latest web technologies. Formerly with Google, Samir is a leader equipped to handle any kind of sophisticated web project. He is an exceptional communicator with an innate listening skill that gives him the ability to understand and deploy a client's unspoken needs. Samir's blend of creativity, proficiency, and technical knowledge is unsurpassed in the industry.

- **Philosophy:** "Empathy, Focus, and... Impute"
- **Education:** BS in Computer Science, Wayne State University
- **Expertise:** Web Project Management - Adobe Design Premium CS5.5: Photoshop, Illustrator, InDesign, Flash, DreamWeaver, Fireworks, HTML, CSS, CSS3, SEO, PHP, JavaScript, MySQL, JQuery and HTML5.
- **Role on your website project:** Graphic design of website and backup support.

## Tom Gooden

Website Developer / Graphic Designer, Illustrator

Tom is a senior front-end developer and designer with Revize with more than 10 years of experience in website development. He is highly skilled in his ability to leverage the latest technologies to create fast and innovative web solutions. He commands an intense, yet light-hearted creative presence at Revize, producing excellent design work.

- **Philosophy:** Design and development are constantly evolving, and learning new methods and practices gives me a "geeky" excitement. What I truly enjoy most is that I can create what is considered to be art, but at the same time serves a very functional purpose.

- **Education:** Associate Degree in Computer Science, Oakland Community College.
- **Expertise:** Skilled in Adobe Design Premium CS5.5: Photoshop, Illustrator, InDesign, Flash, DreamWeaver, Fireworks, HTML, CSS, CSS3, SEO, PHP, JavaScript, MySQL, JQuery and HTML5.
- **Role on your website project:** Graphic design of website and backup support.

## Denise Brazier

Project Manager/Trainer

Denise is an educator by nature. Her 20 years of experience in the public school system has made her a master of engaging participants during training. She effortlessly builds effective relationships with all clients. Denise has served as Advisory Counselor, Coordinator, Publicity Director, and Project Manager for several organizations in the education, non-profit and public sectors. She has been appointed to the state's quality committee evaluating organizational policies and procedures for recognition.

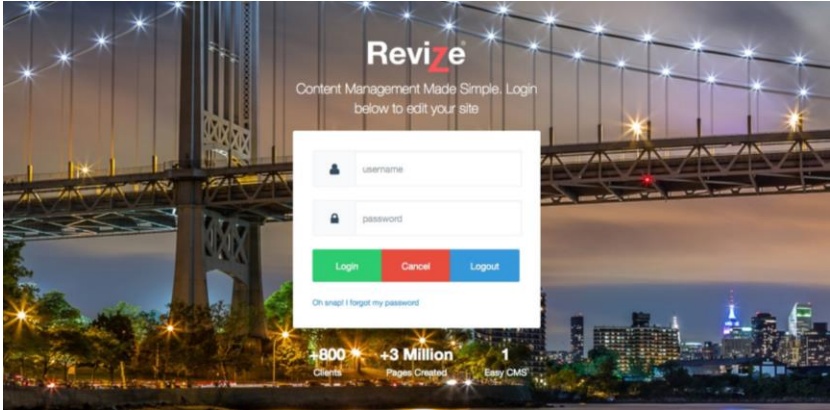
- **Philosophy:** "Always explain things in the terms of your audience to ensure their understanding"
- **Education & Training:** MS in the Art of Education from Marygrove College.  
Certification in Secondary Education
- **Expertise:** Training, education, teaching, public affairs and project management.
- **Role on your website project:** Trainer for the Content Management toolset and project manager

### Did you know?

Revize has the largest number of township websites in the state of Michigan than any other website company?

# Revize Government CMS User Interface

## 1. Revize CMS User Interface Home Page

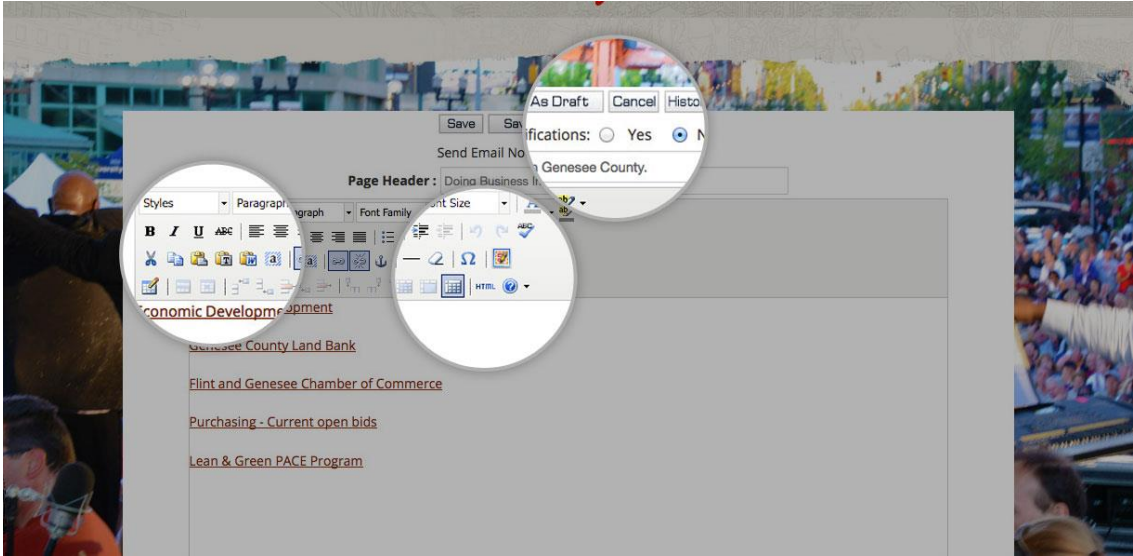


2. Users simply browse to a page that they want to edit, select the Login button, and then insert their Login Name and Password into a login screen as shown below.

3. Edit buttons appear on the page after the Login executes. Based on user's roles/permissions, the appropriate buttons are displayed.



The input form appears as shown below. Content Editors can change banner, page heading and the content displayed in the center of the page. Notice the content is changed using a "Word Like" editor.



After the page is "saved", the page can be sent to an approver for review or immediately published to the web site.

# Government Account References

**Client: City of Morristown, TN**

Pavel Plasencia, IT Director

Office: (423) 585-1832

Email: pavel@mymorristown.com

Website: www.mymorristown.com

**Client: City of Wylie, TX**

Craig Kelly, Public Information Officer

Office: (972) 516-6016

Email: craig.kelly@wylietexas.gov

Website: www.ci.wylie.tx.us

**Client: City of Columbia Heights, MN**

Keith Dahl, Economic Development Manager

Phone: (763) 706-3674

Email: kdahl@columbiaheightsmn.gov

Website: ci.columbia-heights.mn.us

**Client: Sibley County, MN**

Beth Wilson, Information Systems Director

Office: (507) 237-4105

Email: beth@co.sibley.mn.us

Website: www.co.sibley.mn.us

**Client: Bristol Bay, AK**

Geoff Doland, IT Director

Phone: (907) 246-4224

Email: geoffdoland@bristolbayboroughak.us

Website: www.bristolbayboroughak.us

# Government Project Experience

## Mounds View, MINNESOTA

www.moundsviewmn.org

### Citizen’s Communication Center

**Details:** Mounds View is a highly desirable and well-planned community that wanted a website to show off its character and increase resident communications. The Mounds View Website has an intuitive layout that guides the web visitor to important information while delivering ease of use among the community.

**Features:** Home Page, Events Calendar, Document Center, Alert Center, eNotify, Front Page Alert, Social Media Center



**St. Petersburg, FLORIDA**

www.stpete.org

**Responsive Web Design**

**Details:** A heavy government informational city website design that allows to you get to anywhere in the website within 2-3 clicks from the home page! As well as feel like you are part of the community right from the home page. Social media feeds from Instagram, Flickr, Facebook, Twitter, and YouTube all on the homepage!

**Features:** Members Center, Event Calendar, Document Center, Quick Links, Citizen Request Center, Advanced Photo Gallery, Language Translator, Community Alerts and Social Media Center



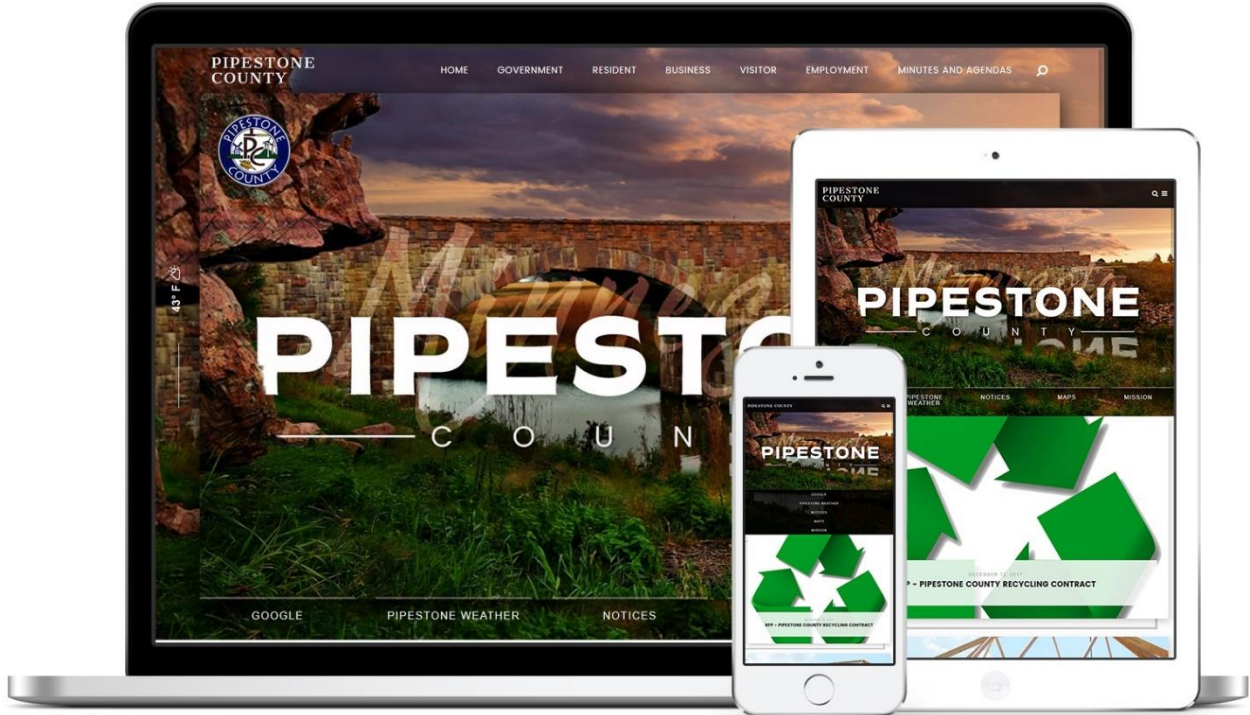
**Pipestone County, MINNESOTA**

www.pipestone-county.com

**Responsive Web Design**

**Details:** The Pipestone County design masters bringing together the beauty of the county with a straight forward connection to everyday resident information. The website not only functions as a community engagement center but has special SEO attraction for tourism interests with easy navigation.

**Features:** Event Calendar, Latest News, Document Center, Community Alerts, Staff Directory, Bid Posting, Job Posting and Quick Links.





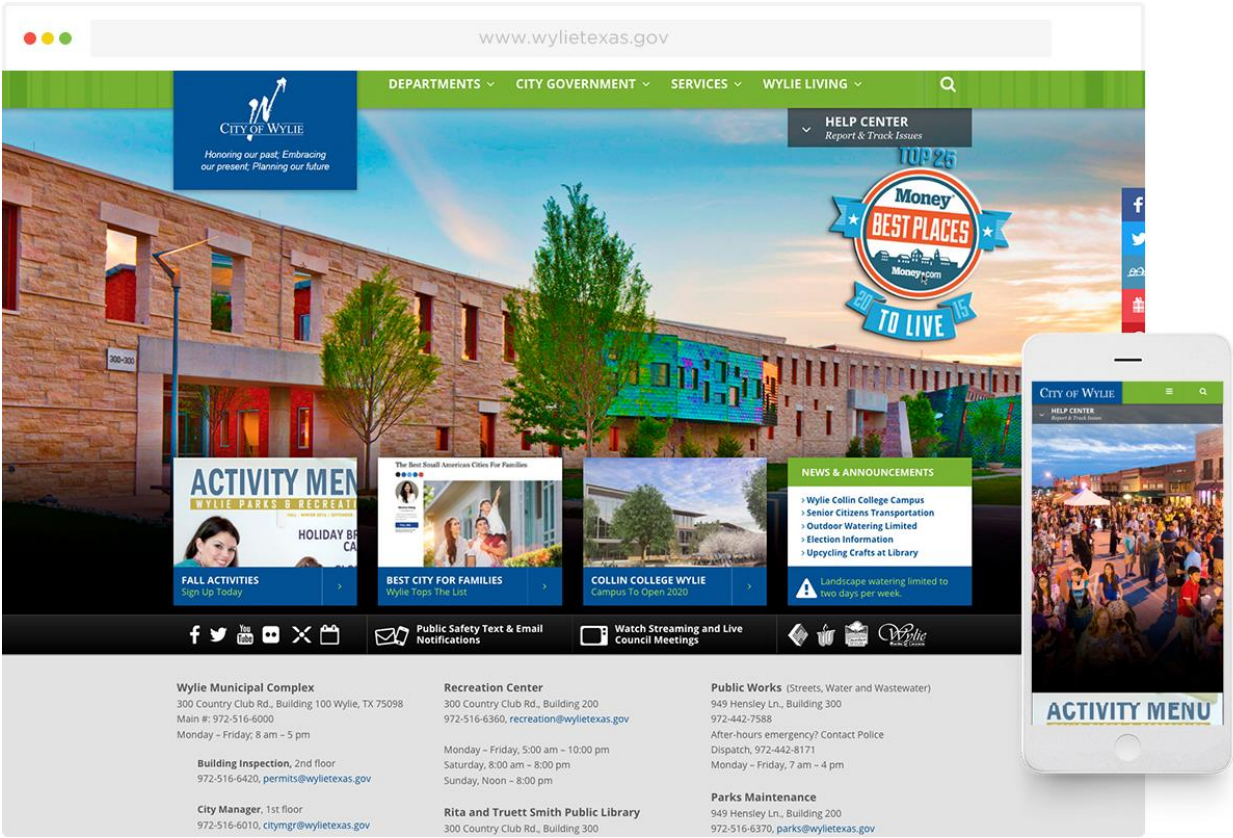
# Wylie, TEXAS

www.wylietexas.gov

## Responsive Web Design - TAMIO Award Winning Website

**Details:** City website designed to make you feel like you are in this charming community. The website not only functions as a community engagement center but has special SEO attraction for tourism interests with easy navigation! The website makes you feel like you want to go there! As well as feel like you are part of the community right from the home page

**Features:** Mega Menu, Members Center, Event Calendar, Document Center, Quick Links and Online Bill Payment



**Woodbury, MINNESOTA**

www.woodburymn.gov

**Responsive Web Design**

**Details:** A municipal website design that reflects a true sense of community. This site also features beautifully incorporated mega menus.

**Features:** Members Center, Event Calendar, Document Center, Quick Links and Online Bill Payment



# Revize Quote

Revize WEBGEN “Ready to Use” Website Design - includes Color Scheme and Banner customization, Revize CMS integration, and Content Editor training, onetime fee	\$2,000
Revize CMS Annual Software Subscription (2 Users), Tech Support, Software Updates, and Website Hosting up to 10 GB storage - annual fee	\$1,200
<b>Grand Total (1st year)</b> Second year and onwards investment	<b>\$3,200</b> \$1,200/year

Website delivery: approximately 4-6 weeks

- ✓ Revize WEBGEN “Ready to Use” Website Design - pick from one of three designs, starting on page 32. Revize will change the color scheme and customize the banner to fit your organization. Each design includes Response Website Design programming for great viewing on any size mobile phone screen without having to zoom in on the text! Takes approximately 4 - 6 weeks.
- ✓ Revize CMS web content management software subscription for up to 2 Content Editors/Administrative Users
- ✓ Revize Web Calendar Module, Document Center, and other modules as indicated on the next page
- ✓ Content migration included up to 100 webpages and 50 documents. Additional content migration, if requested, is available for \$3 per webpage and document.
- ✓ Instructor Led Training - Revize content editing and administrative training, one session up to 3 hours for up to 2 people via web conference and phone
- ✓ Technical Support and Product Upgrades, Website Hosting
- ✓ Four-year agreement

## Following Applications & Features will be integrated into Your Website Project

Revize provides applications and features specifically designed for municipalities.

The applications and features are categorized into:

- Citizen's Communication Center Apps
- Citizen's Engagement Center Apps
- Staff Productivity Apps
- Site Administration and Security Features
- Mobile Device and Accessibility Features

### **CITIZEN'S COMMUNICATION CENTER APPS:**

- ✓ Home Page Alert
- ✓ Document Center
- ✓ News Center
- ✓ Online Forms
- ✓ Photo Gallery/YouTube Video Upload
- ✓ Quick Link Buttons
- ✓ Revize Web Calendar - Unlimited Calendars
- ✓ Social Media Fly Out

### **CITIZEN'S ENGAGEMENT CENTER APPS:**

- ✓ Online Bill Pay

### **STAFF PRODUCTIVITY APPS:**

- ✓ Vendor Registration/Management System via Vendor Registry
- ✓ Image Manager
- ✓ Link Checker
- ✓ Menu Manager
- ✓ Online Form Builder
- ✓ Website Content Archiving

## SITE ADMIN & SECURITY APPS

- ✓ Audit Trail
- ✓ History Log
- ✓ Roles and Permission-based Security Mode
- ✓ Secure Site Gateway
- ✓ Unique Login/Password for each Content Editor

## MOBILE DEVICE AND ACCESSIBILITY FEATURES

- ✓ Alt-Tags
- ✓ Responsive Website Design (RWD) -Latest Government Design Technology to accommodate better viewing of text and graphics for any size screen, i.e SMART phones, PC Tablets, iPads, iPhones, Windows and Android devices

# Revize Support Includes:

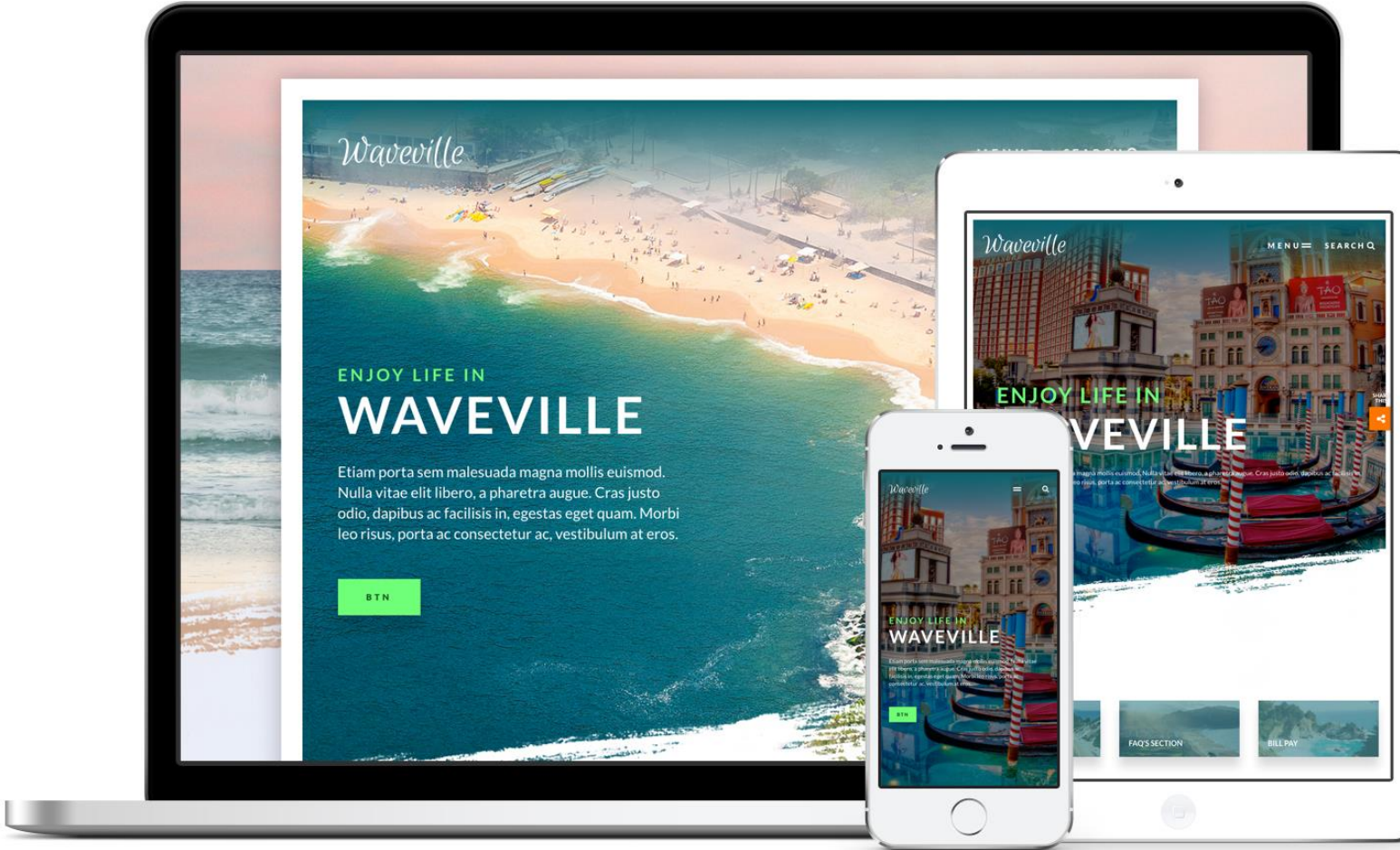
- ✓ 8 AM – 8PM EST phone support (Monday thru Friday)
- ✓ Staff to provide assistance and answer all questions
- ✓ Dedicated Support Staffs
- ✓ New User Trainings
- ✓ Existing User Training / Training Refreshers
- ✓ Video Tutorials and Online Training Manual
- ✓ Automatic Integration of Enhancements
- ✓ E-Newsletter Module Support
- ✓ Automatic Upgrade of CMS Modules, such as Calendar, Document Center, etc...
- ✓ 4 Major CMS Upgrades per Year
- ✓ Software & Modules Upgrades (Automatic Install)
- ✓ Server Hardware & OS Upgrades
- ✓ Immediate Bug Fixes / Patches
- ✓ Round the Clock Server Monitoring
- ✓ Data Center Network Upgrades
- ✓ Security and Antivirus Software Upgrades
- ✓ Firewall and Router Upgrades
- ✓ Bandwidth and Network Infrastructure Upgrades
- ✓ Remote Backup of all Website Assets
- ✓ Tape backup of all Website Assets
- ✓ Quarterly Newsletters on the Major Feature Updates
- ✓ Regular Webinars on CMS Features and Usage

# Revize WEBGEN “Ready-to-Use” Website Designs:

## Small City Design

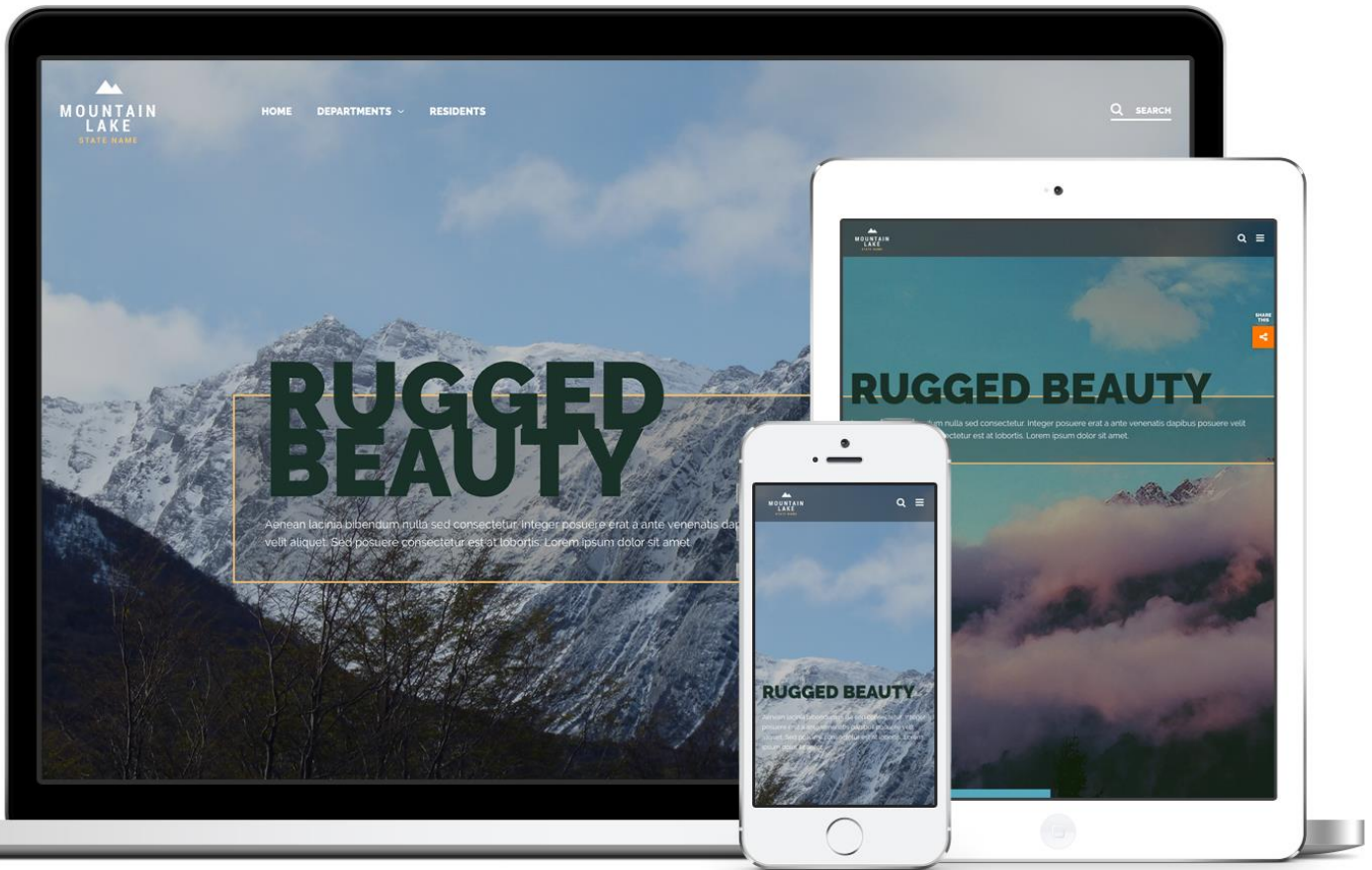


# Waveville Design





# Mountain Lake Design





## STAFF REPORT

DATE: August 8, 2018

**REGULAR**

ITEM #6 - Consent

**MOTION**

**TO:** City Council  
**FROM:** Sue Iverson – Finance Director  
**AGENDA ITEM:** Accept 2<sup>nd</sup> Quarter Financials  
**REVIEWED BY:** Kristina Handt, City Administrator

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### **BACKGROUND:**

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

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

- 1) Does the City Council have any questions regarding the attached 2<sup>nd</sup> Quarter Financial information?

### **DISCUSSION:**

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

This format aligns with the budget worksheets the City Council received during the 2018 budget cycle. On the attachment there are comments outlining key items for the City Council.

### **FISCAL IMPACT:**

N/A

### **RECOMMENDATION:**

*If removed from the consent agenda:*

Motion to recommend approval of the 2<sup>nd</sup> Quarter Financial Statements which include the General Fund and Utility Funds.

### **ATTACHMENTS:**

- 1) 2<sup>nd</sup> Quarter Financials – General Fund and Utility Funds

**CITY OF LAKE ELMO**  
**2018 Budget**  
**2nd Quarter Financials**

<u>Account Number</u>	<u>Description</u>	<u>2018 Adopted</u>	<u>2018 YTD - Jun 2018</u>	<u>2018 Used</u>	<u>Comments</u>
<b>General Fund Revenues:</b>					
Total Taxes		\$ 2,382,813	\$ -	0.00%	1st half July, 2nd half Dec
Total Licenses and Permits		\$ 994,400	\$ 702,459	70.64%	
Total Intergovernmental		\$ 238,026	\$ -	0.00%	Most are July and December receipt.
Total Charges for Services		\$ 611,595	\$ 371,018	60.66%	
Total Fines and Forfeits		\$ 49,000	\$ -	0.00%	
Total Investment Earnings		\$ 40,000	\$ -	0.00%	
Total Miscellaneous		\$ 160,900	\$ 140,467	87.30%	
<b>Total General Fund Revenues:</b>		<b>\$ 4,476,734</b>	<b>\$ 1,213,944</b>	<b>27.12%</b>	
<b>General Fund Expenditures:</b>					
1110	Total Mayor & Council	\$ 48,404	\$ 17,830	36.84%	
1320	Total Administration	\$ 518,737	\$ 303,995	58.60%	
1410	Total Elections	\$ 10,160	\$ 1,666	16.40%	
1450	Total Communications	\$ 87,120	\$ 62,101	71.28%	
1520	Total Finance	\$ 196,607	\$ 147,273	74.91%	Software conversion costs
1910	Total Planning & Zoning	\$ 271,570	\$ 169,563	62.44%	Comp Plan
1930	Total Engineering Services	\$ 36,216	\$ 22,191	61.27%	
1940	Total City Hall	\$ 68,153	\$ 25,689	37.69%	
2100	Total Police	\$ 665,675	\$ 634	0.10%	bill not received from County yet
2150	Total Prosecution	\$ 44,996	\$ 17,500	38.89%	
2220	Total Fire	\$ 570,443	\$ 317,565	55.67%	
2250	Total Fire Relief	\$ 47,000	\$ -	0.00%	Payment made when revenue is received to pass thru
2400	Total Building Inspection	\$ 419,498	\$ 132,326	31.54%	
2500	Total Emergency Communications	\$ 1,780	\$ 900	50.56%	
2700	Total Animal Control	\$ 7,725	\$ 3,622	46.89%	
3100	Total Streets	\$ 1,400,770	\$ 599,529	42.80%	
5200	Total Parks & Recreation	\$ 275,880	\$ 90,874	32.94%	
9000	Total Transfers	\$ -	\$ -	#DIV/0!	
<b>Total General Fund Expenditures:</b>		<b>\$ 4,670,734</b>	<b>\$ 1,913,257</b>	<b>40.96%</b>	
<b>Total Gen Fund Revs. Over/(Under) Expenditures:</b>		<b>\$ (194,000)</b>	<b>\$ (699,313)</b>		Use of Fund Balance if negative

**CITY OF LAKE ELMO**  
**2018 Budget**  
**2nd Quarter Financials**

<u>Account Number</u>	<u>Description</u>	<u>2018 Adopted</u>	<u>2018 YTD - Jun 2018</u>	<u>2018 Used</u>	<u>Comments</u>
<b>601</b>	<b>Water Fund</b>				
<b>Water Fund Revenues:</b>					
601-000-0000-36100	Special Assessments	111,077	9,429	8.49%	1st half July, 2nd half Dec
601-000-0000-36210	Interest on Investments	20,000		0.00%	
601-000-0000-37100	Water Sales	597,769	226,797	37.94%	recorded as payments received, only reflects 1st quarter
601-000-0000-37120	Bulk Water	2,000	438	21.90%	
601-000-0000-37130	Water Lat Benefit Fee		11,600	#DIV/0!	
601-000-0000-37140	Water Access Revenue	960,000	89,000	9.27%	
601-000-0000-37150	Water Connections - Municipal	320,000	154,000	48.13%	
601-000-0000-37170	Meter Sales	87,500	51,998	59.43%	
<b>Total Water Fund Revenues:</b>		<b>\$ 2,098,346</b>	<b>\$ 543,263</b>	<b>25.89%</b>	
<b>Total Water Fund Expenses:</b>		<b>\$ 1,835,423</b>	<b>\$ 520,516</b>	<b>28.36%</b>	
<b>Total Water Fund Revs. Over/(Under) Expenses:</b>		<b>\$ 262,923</b>	<b>\$ 22,746</b>		

**CITY OF LAKE ELMO**  
**2018 Budget**  
**2nd Quarter Financials**

<u>Account Number</u>	<u>Description</u>	<u>2018 Adopted</u>	<u>2018 YTD - Jun 2018</u>	<u>2018 Used</u>	<u>Comments</u>
<b>602</b>	<b>Sewer Fund</b>				
<b>Sewer Fund Revenues:</b>					
602-000-0000-36100	Special Assessments	77,874	33,100	42.50%	1st half July, 2nd half Dec
602-000-0000-36210	Interest on Investments	20,000		0.00%	
602-000-0000-37200	Sewer Sales	247,599	110,677	44.70%	recorded as payments received, only reflects 1st quarter
602-000-0000-37220	SAC Early Pay discount/revenue	5,800	3,500	60.34%	
602-000-0000-37230	Sewer Lat Benefit Fee	25,500		0.00%	
602-000-0000-37240	Sewer Connecton Fee Revenue (SAC)	883,200	21,000	2.38%	
602-000-0000-37250	Sewer Connection Fees Regional	-	408,534	#DIV/0!	
602-000-0000-37260	Sewer Connection Fees Municipa	345,500	153,500	44.43%	
<b>Total Sewer Fund Revenues:</b>		<b>\$ 1,605,473</b>	<b>\$ 730,311</b>	<b>45.49%</b>	
<b>Total Sewer Fund Expenses:</b>		<b>\$ 843,970</b>	<b>\$ 228,417</b>	<b>27.06%</b>	
<b>Total Sewer Fund Revs. Over/(Under) Expenses:</b>		<b>\$ 761,503</b>	<b>\$ 501,894</b>		

CITY OF LAKE ELMO  
2018 Budget  
2nd Quarter Financials

<u>Account Number</u>	<u>Description</u>	<u>2018 Adopted</u>	<u>2018 YTD - Jun 2018</u>	<u>2018 Used</u>	<u>Comments</u>
<b>603</b>	<b>Storm Water Fund</b>				
<b>Storm Water Fund Revenues:</b>					
603-000-0000-36100	Special Assessments			#DIV/0!	
603-000-0000-36210	Interest on Investment	7,000		0.00%	
603-000-0000-37100	Surface Water Utility Sales	283,587	198,939	70.15%	
603-000-0000-37140	SW Review Fee Revenue	29,375	20,838	70.94%	
<b>Total Storm Water Fund Revenues:</b>		<b>\$ 319,962</b>	<b>\$ 219,776</b>	<b>68.69%</b>	
<b>Total Storm Water Fund Expenses:</b>		<b>\$ 404,564</b>	<b>\$ 53,383</b>	<b>13.20%</b>	
<b>Total Storm Water Fund Revs. Over/(Under) Expenses:</b>		<b>\$ (84,602)</b>	<b>\$ 166,394</b>		

**CITY OF LAKE ELMO**

**2018 Budget**

**Jan - Jun Financials**

<u>Account Number</u>	<u>Description</u>	<u>2018 Adopted</u>	<u>2018 YTD - Jun 2018</u>	<u>2018 Used</u>	<u>Comments</u>
<b>General Fund Revenues:</b>					
<b>Taxes</b>					
101-000-0000-31010	Current Ad Valorem Taxes	\$ 2,202,698	\$ -	0.00%	1st half July, 2nd half Dec
101-000-0000-31020	Delinquent Ad Valorem Taxes	15,000	-	0.00%	1st half July, 2nd half Dec
101-000-0000-31030	Mobile Home Tax	15,000	-	0.00%	1st half July, 2nd half Dec
101-000-0000-31040	Fiscal Disparities	149,615	-	0.00%	1st half July, 2nd half Dec
101-000-0000-31050	Tax Abatement	-	-	#DIV/0!	1st half July, 2nd half Dec
101-000-0000-31910	Penalty & Interest on Taxes	500	-	0.00%	1st half July, 2nd half Dec
101-000-0000-31920	Forfeited Tax Sale Apportionment	-	-	#DIV/0!	1st half July, 2nd half Dec
<b>Total Taxes</b>		<b>\$ 2,382,813</b>	<b>\$ -</b>	<b>0.00%</b>	
<b>Licenses and Permits</b>					
101-000-0000-32110	Liquor License	8,300	200	2.41%	
101-000-0000-32180	Wastehauler License	1,000	-	0.00%	
101-000-0000-32181	General Contractor License	-	150	#DIV/0!	
101-000-0000-32210	Building Permits	800,000	501,100	62.64%	
101-000-0000-32211	Driveway Permits	17,500	10,980	62.74%	
	Fireplace Permits	-	11,040	#DIV/0!	budgeted in Bldg Permits
101-000-0000-32220	Heating Permits	60,000	36,562	60.94%	
101-000-0000-32230	Plumbing Permits	60,000	35,802	59.67%	
	Pool Permits	-	750	#DIV/0!	budgeted in Bldg Permits
	Siding Permits	-	14,927	#DIV/0!	budgeted in Bldg Permits
	Roof Permits	-	60,022	#DIV/0!	budgeted in Bldg Permits
101-000-0000-32240	Animal License	2,000	1,200	60.00%	
101-000-0000-32250	Utility Permits	33,000	27,370	82.94%	
101-000-0000-32260	Burning Permit	2,500	1,415	56.60%	
101-000-0000-32270	Massage Therapy Licenses	100	200	200.00%	
101-000-0000-35101	Fire Sprinkler Alarm Fees	8,500	273	3.21%	
	Fire Alarm Fees	1,500	470	31.33%	
<b>Total Licenses and Permits</b>		<b>\$ 994,400</b>	<b>\$ 702,459</b>	<b>70.64%</b>	
<b>Intergovernmental</b>					
101-000-0000-33418	MSA - Maintenance	135,561		0.00%	July receipt
101-000-0000-33420	State Fire Aid	47,000		0.00%	November receipt
101-000-0000-33422	PERA Aid	2,749		0.00%	July and December receipt.
101-000-0000-33426	Miscellaneous State Grants	4,820		0.00%	
	Payment in Lieu of Taxes	32,130		0.00%	ISD 916 Service Fee Due in Dec.
101-000-0000-33621	Recycling Grant	15,766	-	0.00%	July receipt
<b>Total Intergovernmental</b>		<b>\$ 238,026</b>	<b>\$ -</b>	<b>0.00%</b>	

**CITY OF LAKE ELMO**

**2018 Budget**

**Jan - Jun Financials**

<u>Account Number</u>	<u>Description</u>	<u>2018 Adopted</u>	<u>2018 YTD - Jun 2018</u>	<u>2018 Used</u>	<u>Comments</u>
<b>Charges for Services</b>					
101-000-0000-34103	Zoning & Subdivision Fees	55,000	21,265	38.66%	
101-000-0000-34104	Plan Check Fees	525,000	314,701	59.94%	
101-000-0000-34105	Sale of Copies, Books, Maps	200	17	8.38%	
101-000-0000-34107	Assessment Searches	1,395	525	37.63%	
101-000-0000-34111	Cable Operation Reimbursement	5,000	2,910	58.20%	Offset with Cable Operators charge in Communications
101-000-0000-34112	Planning & Zoning Review Fee	-	16,000	#DIV/0!	\$100 every new review charged
101-000-0000-36206	Escrow Administration Fee	25,000	15,600	62.40%	\$100 every new escrow is charged
<b>Total Charges for Services</b>		<b>\$ 611,595</b>	<b>\$ 371,018</b>	<b>60.66%</b>	
<b>Fines and Forfeits</b>					
101-000-0000-35100	Fines	49,000	-	0.00%	July receipt
<b>Total Fines and Forfeits</b>		<b>\$ 49,000</b>	<b>\$ -</b>	<b>0.00%</b>	
<b>Investment Earnings</b>					
101-000-0000-36210	Interest Earnings	40,000	-	0.00%	Interest allocated in December
<b>Total Investment Earnings</b>		<b>\$ 40,000</b>	<b>\$ -</b>	<b>0.00%</b>	
<b>Miscellaneous</b>					
101-000-0000-33622	Cable Franchise Revenue	68,000	81,581	119.97%	
101-000-0000-36200	Miscellaneous Revenue	29,900	781	2.61%	
	Conservation Easement Fee		20,000	#DIV/0!	
101-000-0000-36230	Donations	10,000	14,036	140.36%	Arbor Glen Safe Haven Project \$1,336, Jaycees \$12,700
101-000-0000-37180	Tower Rent	53,000	24,069	45.41%	
<b>Total Miscellaneous</b>		<b>\$ 160,900</b>	<b>\$ 140,467</b>	<b>87.30%</b>	
<b>Total General Fund Revenues:</b>		<b>\$ 4,476,734</b>	<b>\$ 1,213,944</b>	<b>27.12%</b>	
<b>General Fund Expenditures:</b>					
<b>1110</b>	<b>Mayor &amp; Council</b>				
<b>Personnel</b>					
101-410-1110-41030	Part-time Salaries	25,690	12,845	50.00%	
101-410-1110-41220	FICA Contributions	1,593	796	49.99%	
101-410-1110-41230	Medicare Contributions	373	186	49.94%	
101-410-1110-41510	Workers Compensation	198	237	119.46%	Payment made in January
<b>Total Personnel</b>		<b>\$ 27,854</b>	<b>\$ 14,064</b>	<b>50.49%</b>	
<b>Materials and Supplies</b>					
101-410-1110-42000	Office Supplies	30		0.00%	



**CITY OF LAKE ELMO**

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**Jan - Jun Financials**

<u>Account Number</u>	<u>Description</u>	<u>2018 Adopted</u>	<u>2018 YTD - Jun 2018</u>	<u>2018 Used</u>	<u>Comments</u>
101-410-1110-42001	Computer Reimbursement			#DIV/0!	
101-410-1110-43310	Mileage	300	-	0.00%	
<b>Total Materials and Supplies</b>		<b>\$ 330</b>	<b>\$ -</b>	<b>0.00%</b>	
<b>Charges and Services</b>					
101-410-1110-44300	Miscellaneous	6,750	111	1.64%	
101-410-1110-44330	Dues & Subscriptions	12,470	3,655	29.31%	
101-410-1110-44370	Conferences & Training	1,000	-	0.00%	
<b>Total Charges and Services</b>		<b>\$ 20,220</b>	<b>\$ 3,766</b>	<b>18.63%</b>	
<b>1110</b>	<b>Total Mayor &amp; Council</b>	<b>\$ 48,404</b>	<b>\$ 17,830</b>	<b>36.84%</b>	
<b>1320 Administration</b>					
<b>Personnel</b>					
101-410-1320-41010	Full-time Salaries	217,946	144,317	66.22%	
101-410-1320-41210	PERA Contributions	16,346	10,828	66.24%	
101-410-1320-41220	FICA Contributions	13,146	8,484	64.54%	
101-410-1320-41230	Medicare Contributions	3,160	1,984	62.79%	
101-410-1320-41300	Insurance	42,456	21,200	49.93%	
101-410-1320-41510	Workers Compensation	1,678	2,005	119.46%	Payment made in Jan
<b>Total Personnel</b>		<b>\$ 294,732</b>	<b>\$ 188,818</b>	<b>64.06%</b>	
<b>Materials and Supplies</b>					
101-410-1320-42000	Office Supplies	4,500	1,646	36.57%	
101-410-1320-42030	Printed Forms	785	-	0.00%	
101-410-1320-43090	Newsletter/Website	100	-	0.00%	
<b>Total Materials and Supplies</b>		<b>\$ 5,385</b>	<b>\$ 1,646</b>	<b>30.56%</b>	
<b>Charges and Services</b>					
101-410-1320-43100	Assessing Services	53,350	7,983	14.96%	
101-410-1320-43040	Legal Services	100,000	60,565	60.56%	
101-410-1320-43150	Contract Services	3,000	1,420	47.34%	
101-410-1320-43180	Information Technology/Web	4,500	2,221	49.36%	
101-410-1320-43190	Software Programs	3,750	2,011	53.62%	
101-410-1320-43210	Telephone	1,770	642	36.28%	
101-410-1320-43220	Postage	4,000	1,149	28.73%	
101-410-1320-43310	Mileage	1,000	170	17.05%	
101-410-1320-43510	Legal Publishing	13,000	1,473	11.33%	
101-410-1320-43610	Insurance	29,400	30,999	105.44%	Payment made in Jan
101-410-1320-44330	Dues & Subscriptions	2,250	1,889	83.96%	
101-410-1320-44370	Conferences & Training	2,000	1,987	99.33%	

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**Jan - Jun Financials**

<u>Account Number</u>	<u>Description</u>	<u>2018 Adopted</u>	<u>2018 YTD - Jun 2018</u>	<u>2018 Used</u>	<u>Comments</u>
<b>Total Charges and Services</b>		\$ 218,020	\$ 112,509	51.61%	
<b>Miscellaneous</b>					
101-410-1320-44300	Miscellaneous	600	1,022	170.31%	Empl/Public Service Recognition Supplies
<b>Total Miscellaneous</b>		\$ 600	\$ 1,022	170.31%	
<b>1320 Total Administration</b>		\$ 518,737	\$ 303,995	58.60%	
<b>1410 Elections</b>					
<b>Personnel</b>					
101-410-1410-41030	Part-time Salaries	7,500		0.00%	Primary Aug, General Nov
101-410-1410-41510	Workers Compensation	-	-	#DIV/0!	
<b>Total Personnel</b>		\$ 7,500	\$ -	0.00%	
<b>Charges and Services</b>					
101-410-1410-43310	Travel Expense		6	#DIV/0!	
101-410-1410-43150	Contract Services	1,660	1,660	100.00%	Wash. Cty. charges for elections
<b>Total Charges and Services</b>		\$ 1,660	\$ 1,666	100.35%	
<b>Capital Outlay</b>					
101-410-1410-45800	Other Equipment	-	-	#DIV/0!	
<b>Total Capital Outlay</b>		\$ -	\$ -	#DIV/0!	
<b>Miscellaneous</b>					
101-410-1410-44300	Miscellaneous	1,000	-	0.00%	
<b>Total Miscellaneous</b>		\$ 1,000	\$ -	0.00%	
<b>1410 Total Elections</b>		\$ 10,160	\$ 1,666	16.40%	
<b>1450 Communications</b>					
<b>Personnel</b>					
101-410-1450-41010	Full-time Salaries	28,434	15,247	53.62%	
101-410-1450-41210	PERA Contributions	2,133	1,144	53.62%	
101-410-1450-41220	FICA Contributions	1,763	961	54.52%	
101-410-1450-41230	Medicare Contributions	412	225	54.57%	
101-410-1450-41300	Insurance	7,659	3,750	48.96%	
101-410-1450-41510	Workers Compensation	219	262	119.46%	
<b>Total Personnel</b>		\$ 40,620	\$ 21,588	53.15%	
<b>Charges and Services</b>					
101-410-1450-43090	Newsletter	5,000	2,069	41.38%	Spring/Summer newsletter

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**Jan - Jun Financials**

<u>Account Number</u>	<u>Description</u>	<u>2018 Adopted</u>	<u>2018 YTD - Jun 2018</u>	<u>2018 Used</u>	<u>Comments</u>
101-410-1450-43180	Information Technology/Web	35,500	34,878	98.25%	
101-410-1450-43220	Postage	1,000	656	65.61%	newsletter postage
101-410-1450-43620	Cable Operations	5,000	2,910	58.20%	
101-410-1450-44370	Conferences and Training	-	-	#DIV/0!	
<b>Total Charges and Services</b>		\$ <b>46,500</b>	\$ <b>40,513</b>	<b>87.12%</b>	
<b>1450</b>	<b>Total Communications</b>	\$ <b>87,120</b>	\$ <b>62,101</b>	<b>71.28%</b>	
<b>1520</b>	<b>Finance</b>				
<b>Personnel</b>					
101-410-1520-41010	Full-time Salaries	14,665	23,395	159.53%	2018 Hired Full Time Fin Dir
	Temporary Employees	6,760	2,556	37.81%	
101-410-1520-41210	PERA Contributions	1,100	1,755	159.51%	2018 Hired Full Time Fin Dir
101-410-1520-41220	FICA Contributions	1,328	1,540	115.99%	2018 Hired Full Time Fin Dir
101-410-1520-41230	Medicare Contributions	311	360	115.82%	2018 Hired Full Time Fin Dir
101-410-1520-41300	Insurance	3,831	3,800	99.19%	2018 Hired Full Time Fin Dir
101-410-1520-41420	Unemployment Benefits	5,464	0	0.00%	
101-410-1520-41510	Workers Compensation	165	244	147.76%	Payment made in Jan
<b>Total Personnel</b>		\$ <b>33,624</b>	\$ <b>33,651</b>	<b>100.08%</b>	
<b>Materials and Supplies</b>					
101-410-1520-42000	Office Supplies	600	1,077	179.54%	Set up for new employee
101-410-1520-42030	Printed Forms	375	1,039	277.18%	Check Stock
<b>Total Materials and Supplies</b>		\$ <b>975</b>	\$ <b>2,117</b>	<b>217.09%</b>	
<b>Charges and Services</b>					
101-410-1520-43010	Audit Services	30,425	15,400	50.62%	
101-410-1520-43150	Contract Services	108,150	77,120	71.31%	Finance Consultant /CLA Jan-May
101-410-1520-43180	IT Support		607	#DIV/0!	
101-410-1520-43190	Software Programs	19,433	16,716	86.02%	Software Upgrade
101-410-1520-43210	Telephone	875	290	33.16%	
101-410-1520-43310	Mileage	250	-	0.00%	
101-410-1520-44330	Dues & Subscriptions	500	1,037	207.40%	New employee memberships
101-410-1520-44370	Conferences & Training	750	-	0.00%	
<b>Total Charges and Services</b>		\$ <b>160,383</b>	\$ <b>111,170</b>	<b>69.32%</b>	
<b>Miscellaneous</b>					
101-410-1520-44300	Miscellaneous	1,625	336	20.66%	
<b>Total Miscellaneous</b>		\$ <b>1,625</b>	\$ <b>336</b>	<b>20.66%</b>	
<b>1520</b>	<b>Total Finance</b>	\$ <b>196,607</b>	\$ <b>147,273</b>	<b>74.91%</b>	

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**Jan - Jun Financials**

<u>Account Number</u>	<u>Description</u>	<u>2018 Adopted</u>	<u>2018 YTD - Jun 2018</u>	<u>2018 Used</u>	<u>Comments</u>
<b>1910</b>	<b>Planning &amp; Zoning</b>				
<b>Personnel</b>					
101-410-1910-41010	Full-time Salaries	146,468	88,096	60.15%	
	Temporary Employees	6,760	1,491	22.06%	
101-410-1910-41210	PERA Contributions	10,985	6,614	60.20%	
101-410-1910-41220	FICA Contributions	9,500	5,498	57.87%	
101-410-1910-41230	Medicare Contributions	2,222	1,286	57.86%	
101-410-1910-41300	Insurance	26,803	6,500	24.25%	
101-410-1910-41510	Workers Compensation	1,192	1,424	119.46%	Payment made in Jan
<b>Total Personnel</b>		<b>\$ 203,930</b>	<b>\$ 110,908</b>	<b>54.39%</b>	
<b>Materials and Supplies</b>					
101-410-1910-42000	Office Supplies	800	121	15.13%	
101-410-1910-42030	Printed Forms	-	-	#DIV/0!	
<b>Total Materials and Supplies</b>		<b>\$ 800</b>	<b>\$ 121</b>	<b>15.13%</b>	
<b>Charges and Services</b>					
101-410-1910-43020	Comprehensive Planning	36,000	47,667	132.41%	
101-410-1910-43030	Engineering Services	15,000	7,980	53.20%	
101-410-1910-43150	Contract Services	10,000	973	9.73%	
101-410-1910-43190	Software Programs	100	26	26.00%	
101-410-1910-43210	Telephone	1,100	364	33.10%	
101-410-1910-43220	Postage	25	13	53.16%	
101-410-1910-43310	Mileage	300	40	13.49%	
101-410-1910-43510	Legal Publishing	500	1,067	213.34%	
101-410-1910-44330	Dues & Subscriptions	1,115	170	15.25%	
101-410-1910-44370	Conferences & Training	2,500	233	9.31%	
<b>Total Charges and Services</b>		<b>\$ 66,640</b>	<b>\$ 58,534</b>	<b>87.84%</b>	
<b>Miscellaneous</b>					
101-410-1910-44300	Miscellaneous	200	-	0.00%	
<b>Total Miscellaneous</b>		<b>\$ 200</b>	<b>\$ -</b>	<b>0.00%</b>	
<b>1910</b>	<b>Total Planning &amp; Zoning</b>	<b>\$ 271,570</b>	<b>\$ 169,563</b>	<b>62.44%</b>	
<b>1930</b>	<b>Engineering Services</b>				
<b>Charges and Services</b>					
101-410-1930-43030	Engineering Services	36,000	22,191	61.64%	
101-410-1930-43210	Telephone	216	-	0.00%	
<b>Total Charges and Services</b>		<b>\$ 36,216</b>	<b>\$ 22,191</b>	<b>61.27%</b>	

**CITY OF LAKE ELMO**

**2018 Budget**

**Jan - Jun Financials**

<u>Account Number</u>	<u>Description</u>	<u>2018 Adopted</u>	<u>2018 YTD - Jun 2018</u>	<u>2018 Used</u>	<u>Comments</u>
<b>Capital Outlay</b>					
	Construction Projects	-	-	#DIV/0!	
<b>Total Capital Outlay</b>		\$ -	\$ -	#DIV/0!	
<b>1930</b>	<b>Total Engineering Services</b>	\$ <b>36,216</b>	\$ <b>22,191</b>	<b>61.27%</b>	
<b>1940</b>	<b>City Hall</b>				
<b>Materials and Supplies</b>					
101-410-1940-42110	Cleaning Supplies			#DIV/0!	
101-410-1940-42230	Building Repair Supplies	800	500	62.44%	
<b>Total Materials and Supplies</b>		\$ <b>800</b>	\$ <b>500</b>	<b>62.44%</b>	
<b>Charges and Services</b>					
101-410-1940-43180	Information Technology/Web	389		0.00%	
101-410-1940-43210	Telephone	900	767	85.28%	
101-410-1940-43810	Utilities	6,500	1,517	23.34%	
101-410-1940-43840	Refuse	1,325	637	48.11%	
101-410-1940-44010	Repairs/Maint Contractual Bldg	6,000	6,459	107.66%	cintas and cleaning, changed locks in 2018
101-410-1940-44040	Repairs/Maint Contractual Eqpt	18,000	7,335	40.75%	
101-410-1940-44120	Rentals - Building	33,223	7,998	24.07%	city lease space
<b>Total Charges and Services</b>		\$ <b>66,337</b>	\$ <b>24,715</b>	<b>37.26%</b>	
<b>Miscellaneous</b>					
101-410-1940-44300	Miscellaneous	1,016	475	46.75%	
<b>Total Miscellaneous</b>		\$ <b>1,016</b>	\$ <b>475</b>	<b>46.75%</b>	
<b>1940</b>	<b>Total City Hall</b>	\$ <b>68,153</b>	\$ <b>25,689</b>	<b>37.69%</b>	
<b>2100</b>	<b>Police</b>				
<b>Charges and Services</b>					
101-420-2100-43150	Law Enforcement Contract	664,675	634	0.10%	Invoice not received yet
101-420-2100-44300	Misc. - Community Event	1,000	-	0.00%	
<b>Total Charges and Services</b>		\$ <b>665,675</b>	\$ <b>634</b>	<b>0.10%</b>	
<b>2100</b>	<b>Total Police</b>	\$ <b>665,675</b>	\$ <b>634</b>	<b>0.10%</b>	
<b>2150</b>	<b>Prosecution</b>				
<b>Charges and Services</b>					
101-420-2150-43045	Attorney Criminal	44,996	17,500	38.89%	
<b>Total Charges and Services</b>		\$ <b>44,996</b>	\$ <b>17,500</b>	<b>38.89%</b>	

**CITY OF LAKE ELMO**

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<u>Account Number</u>	<u>Description</u>	<u>2018 Adopted</u>	<u>2018 YTD - Jun 2018</u>	<u>2018 Used</u>	<u>Comments</u>
<b>2150</b>	<b>Total Prosecution</b>	\$ 44,996	\$ 17,500	38.89%	
<b>2220</b>	<b>Fire</b>				
<b>Personnel</b>					
101-420-2220-41010	Full-time Salaries	85,515	44,912	52.52%	
101-420-2220-41030	Part-time Salaries	158,179	103,671	65.54%	
	Paid On Call Salaries	70,000		0.00%	YTD costs are in Part-time Salaries above
101-420-2220-41210	PERA Contributions	39,180	17,015	43.43%	
101-420-2220-41220	FICA Contributions	4,340	6,428	148.10%	
101-420-2220-41230	Medicare Contributions	1,015	2,109	207.78%	
101-420-2220-41300	Insurance	17,093	8,500	49.73%	
101-420-2220-41510	Workers Compensation	26,481	31,635	119.46%	
<b>Total Personnel</b>		\$ 401,803	\$ 214,269	53.33%	
<b>Materials and Supplies</b>					
101-420-2220-42000	Office Supplies	500	26	5.15%	
101-420-2220-42080	EMS Supplies	1,200	118	9.83%	
101-420-2220-42090	Fire Prevention	3,000	332	11.07%	
101-420-2220-42120	Fuel, Oil and Fluids	8,000	7,519	93.98%	
101-420-2220-42400	Small Tools & Equipment	22,675	19,277	85.01%	
<b>Total Materials and Supplies</b>		\$ 35,375	\$ 27,272	77.09%	
<b>Charges and Services</b>					
101-420-2220-43050	Physicals	8,075	2,246	27.81%	
101-420-2220-43210	Telephone	4,200	2,030	48.34%	
101-420-2220-43230	Radio	21,615	11,055	51.14%	
101-420-2220-43310	Mileage	500	171	34.22%	
101-420-2220-43630	Insurance	8,549	7,195	84.16%	corrected allocation,
101-420-2220-43810	Utility	15,500	7,360	47.48%	
101-420-2220-43840	Refuse	3,200	267	8.33%	
101-420-2220-44010	Repairs/Maint Bldg	7,000	4,657	66.53%	
101-420-2220-44040	Repairs/Maint Eqpt	25,896	23,534	90.88%	
101-420-2220-44170	Uniforms	9,821	3,367	34.29%	
101-420-2220-44330	Dues & Subscriptions	3,955	2,922	73.88%	
101-420-2220-44350	Books	440		0.00%	
101-420-2220-44370	Conferences & Training	22,514	10,577	46.98%	
<b>Total Charges and Services</b>		\$ 131,265	\$ 75,381	57.43%	
<b>Capital Outlay</b>					
101-420-2220-45500	Vehicle			#DIV/0!	
101-420-2220-45800	Equipment	-	-	#DIV/0!	

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<u>Account Number</u>	<u>Description</u>	<u>2018 Adopted</u>	<u>2018 YTD - Jun 2018</u>	<u>2018 Used</u>	<u>Comments</u>
<b>Total Capital Outlay</b>		\$ -	\$ -	#DIV/0!	
<b>Miscellaneous</b>					
101-420-2220-44300	Miscellaneous	2,000	643	32.14%	
<b>Total Miscellaneous</b>		\$ 2,000	\$ 643	32.14%	
<b>2220 Total Fire</b>		\$ 570,443	\$ 317,565	55.67%	
<b>2250 Fire Relief</b>					
<b>Charges and Services</b>					
101-420-2250-44920	Fire State Aid	47,000	-	0.00%	Relief Assoc. pass through when revenue received
<b>Total Charges and Services</b>		\$ 47,000	\$ -	0.00%	
<b>2250 Total Fire Relief</b>		\$ 47,000	\$ -	0.00%	
<b>2400 Building Inspection</b>					
<b>Personnel</b>					
101-420-2400-41010	Full-time Salaries	272,754	88,539	32.46%	1 additional Bldg Insp in 2018 not filled
101-420-2400-41210	PERA Contributions	20,457	6,643	32.47%	1 additional Bldg Insp in 2018 not filled
101-420-2400-41220	FICA Contributions	16,911	5,341	31.58%	1 additional Bldg Insp in 2018 not filled
101-420-2400-41230	Medicare Contributions	3,955	1,249	31.58%	1 additional Bldg Insp in 2018 not filled
101-420-2400-41300	Insurance	53,002	16,000	30.19%	1 additional Bldg Insp in 2018 not filled
101-420-2400-41510	Workers Compensation	2,149	2,567	119.46%	
<b>Total Personnel</b>		\$ 369,228	\$ 120,339	32.59%	
<b>Materials and Supplies</b>					
101-420-2400-42000	Office Supplies	1,750	413	23.61%	
101-420-2400-42030	Printed Forms	350		0.00%	
101-420-2400-42120	Fuel, Oil and Fluids	3,600	-	0.00%	
<b>Total Materials and Supplies</b>		\$ 5,700	\$ 413	7.25%	
<b>Charges and Services</b>					
101-420-2400-43030	Engineering	1,000		0.00%	
101-420-2400-43180	Information Technology/Web	7,405	4,312	58.23%	
101-420-2400-43210	Telephone	2,500	1,797	71.88%	
101-420-2400-43510	Legal Publishing			#DIV/0!	
101-420-2400-43630	Insurance	400	3,566	891.44%	corrected allocation
101-420-2400-44040	Repairs/Maint Eqpt	1,000	93	9.29%	
101-420-2400-44170	Uniforms	1,200	160	13.33%	
101-420-2400-44330	Dues & Subscriptions	740		0.00%	
101-420-2400-44350	Books	500	231	46.20%	

**CITY OF LAKE ELMO**

**2018 Budget**

**Jan - Jun Financials**

<u>Account Number</u>	<u>Description</u>	<u>2018 Adopted</u>	<u>2018 YTD - Jun 2018</u>	<u>2018 Used</u>	<u>Comments</u>
101-420-2400-44370	Conferences & Training	4,825	1,415	29.33%	
<b>Total Charges and Services</b>		\$ <b>19,570</b>	\$ <b>11,573</b>	<b>59.14%</b>	
<b>Capital Outlay</b>					
101-420-2400-45500	Vehicle	24,000	-	0.00%	Moved from 2018 to 2019
<b>Total Capital Outlay</b>		\$ <b>24,000</b>	\$ <b>-</b>	<b>0.00%</b>	
<b>Miscellaneous</b>					
101-420-2400-44300	Miscellaneous	1,000	-	0.00%	
<b>Total Miscellaneous</b>		\$ <b>1,000</b>	\$ <b>-</b>	<b>0.00%</b>	
<b>2400</b>	<b>Total Building Inspection</b>	\$ <b>419,498</b>	\$ <b>132,326</b>	<b>31.54%</b>	
<b>2500</b>	<b>Emergency Communications</b>				
<b>Charges and Services</b>					
101-420-2500-43150	Contract Services	1,780	900	50.56%	
<b>Total Charges and Services</b>		\$ <b>1,780</b>	\$ <b>900</b>	<b>50.56%</b>	
<b>2500</b>	<b>Total Emergency Communications</b>	\$ <b>1,780</b>	\$ <b>900</b>	<b>50.56%</b>	
<b>2700</b>	<b>Animal Control</b>				
<b>Charges and Services</b>					
101-420-2700-43150	Contract Services	7,725	3,622	46.89%	
<b>Total Charges and Services</b>		\$ <b>7,725</b>	\$ <b>3,622</b>	<b>46.89%</b>	
<b>2700</b>	<b>Total Animal Control</b>	\$ <b>7,725</b>	\$ <b>3,622</b>	<b>46.89%</b>	
<b>3100</b>	<b>Streets</b>				
<b>Personnel</b>					
101-430-3100-41010	Full-time Salaries	321,079	216,577	67.45%	
	Overtime	4,000		0.00%	On call pay
	Temporary Employees	9,360	1,430	15.28%	Seasonals
101-430-3100-41210	PERA Contributions	24,081	15,918	66.10%	
101-430-3100-41220	FICA Contributions	20,735	13,128	63.31%	
101-430-3100-41230	Medicare Contributions	4,849	3,070	63.32%	
101-430-3100-41300	Insurance	62,796	31,000	49.37%	
	Safety Clothing Allowance	971		0.00%	
101-430-3100-41510	Workers Compensation	19,749	23,593	119.46%	Payment made in Jan
<b>Total Personnel</b>		\$ <b>467,620</b>	\$ <b>304,715</b>	<b>65.16%</b>	
<b>Materials and Supplies</b>					



**CITY OF LAKE ELMO**

**2018 Budget**

**Jan - Jun Financials**

<u>Account Number</u>	<u>Description</u>	<u>2018 Adopted</u>	<u>2018 YTD - Jun 2018</u>	<u>2018 Used</u>	<u>Comments</u>
101-430-3100-42000	Office Supplies	800	367	45.84%	
101-430-3100-42120	Fuel, Oil and Fluids	28,500	23,803	83.52%	
101-430-3100-42150	Operating Supplies	2,000	2,206	110.29%	Shift between line items, corrected coding to correct line item, previously 44170 Uniforms
101-430-3100-42210	Repair/Maint. Supplies	12,750	15,072	118.21%	Truck tires \$3064
101-430-3100-42240	Street Maintenance & Landscaping - Materials	20,000	8,884	44.42%	
101-430-3120-42260	Street Signs	5,000	1,575	31.50%	
101-430-3125-42290	Sand/Salt S&I	75,000	80,536	107.38%	
101-430-3100-42400	Small Tools & Minor Equipment	8,000	2,599	32.48%	
101-430-3100-44375	Personal Protection Equipment	2,800	472	16.86%	
<b>Total Materials and Supplies</b>		<b>\$ 154,850</b>	<b>\$ 135,513</b>	<b>87.51%</b>	
<b>Charges and Services</b>					
101-430-3100-43030	Engineering Services	4,800	1,674	34.88%	
101-430-3100-43090	Sealcoating & Crack Sealing	425,000	-	0.00%	
101-430-3100-43150	Contract Services	24,500	6,722	27.44%	
101-430-3100-43180	Information Technology/Web		400	#DIV/0!	
101-430-3100-43210	Telephone	7,800	3,483	44.66%	
101-430-3100-43230	Radio	24,000	21,116	87.98%	
101-430-3100-43630	Insurance	19,000	17,740	93.37%	corrected allocation
101-430-3100-43810	Utilities	19,124	11,718	61.27%	
101-430-3100-43811	Street Lights	32,876	20,144	61.27%	
101-430-3100-43840	Refuse	3,000	2,426	80.86%	
101-430-3100-44010	Repairs/Maint Bldg.	21,000	15,756	75.03%	new garage doors/openers at PW
101-430-3100-44030	Repairs/Maint Imp Other Than Bldg.	1,500	928	61.89%	
101-430-3100-44040	Repairs/Maint Equip	22,000	15,694	71.34%	
	Repairs/Maint Equip S&I	12,000		0.00%	
101-430-3100-44130	Equipment Rental	2,000		0.00%	
101-430-3100-44170	Uniforms	7,500	3,419	45.59%	
101-430-3100-44330	Dues & Subscriptions	600	661	110.15%	
101-430-3100-44370	Conferences & Training	4,800	1,017	21.18%	
101-430-3100-44380	Clean-up Days	-	-	#DIV/0!	
<b>Total Charges and Services</b>		<b>\$ 631,500</b>	<b>\$ 122,899</b>	<b>19.46%</b>	
<b>Capital Outlay</b>					
	Transfer to Vehicle Replacement Fund			#DIV/0!	
101-430-3100-45500	Capital Purchases	145,000	36,045	24.86%	
<b>Total Capital Outlay</b>		<b>\$ 145,000</b>	<b>\$ 36,045</b>	<b>24.86%</b>	
<b>Miscellaneous</b>					
101-430-3100-44300	Miscellaneous	1,800	356	19.78%	
<b>Total Miscellaneous</b>		<b>\$ 1,800</b>	<b>\$ 356</b>	<b>19.78%</b>	

**CITY OF LAKE ELMO**

**2018 Budget**

**Jan - Jun Financials**

<u>Account Number</u>	<u>Description</u>	<u>2018 Adopted</u>	<u>2018 YTD - Jun 2018</u>	<u>2018 Used</u>	<u>Comments</u>
<b>3100</b>	<b>Total Streets</b>	\$ <b>1,400,770</b>	\$ <b>599,529</b>	<b>42.80%</b>	
<b>5200</b>	<b>Parks &amp; Recreation</b>				
<b>Personnel</b>					
101-450-5200-41010	Full-time Salaries	99,036	21,295	21.50%	Vacant positions
	Temporary Employees	28,080	4,770	16.99%	Seasonal Workers/Park Summer-Ice Rink Winter
101-450-5200-41210	PERA Contributions	7,428	1,734	23.35%	Vacant positions
101-450-5200-41220	FICA Contributions	7,857	1,576	20.06%	Vacant positions
101-450-5200-41230	Medicare Contributions	1,843	369	20.00%	Vacant positions
101-450-5200-41300	Insurance	18,481	4,000	21.64%	Vacant positions
	Safety Clothing Allowance	236		0.00%	
101-450-5200-41510	Workers Compensation	7,419	22,078	297.59%	Payment made in Jan
<b>Total Personnel</b>		\$ <b>170,380</b>	\$ <b>55,822</b>	<b>32.76%</b>	
<b>Materials and Supplies</b>					
101-450-5200-42000	Office Supplies	800	319	39.86%	
101-450-5200-42150	Operating Supplies	1,000	611	61.08%	
101-450-5200-42160	Chemicals	2,000		0.00%	
101-450-5200-42210	Repair/Maint. Supplies	7,000	768	10.98%	
101-450-5200-42230	Building Repair Supplies	500	13	2.68%	
101-450-5200-42400	Small Tools & Minor Equipment	2,500	247	9.88%	
<b>Total Materials and Supplies</b>		\$ <b>13,800</b>	\$ <b>1,958</b>	<b>14.19%</b>	
<b>Charges and Services</b>					
101-450-5200-43150	Contracted Services	13,000	9,551	73.47%	
101-450-5200-43210	Telephone	1,200	349	29.05%	
101-450-5200-43630	Insurance	5,000	5,403	108.06%	corrected allocation
101-450-5200-43810	Utilities	10,500	4,187	39.88%	
101-450-5200-43840	Refuse	1,000	1,161	116.11%	
101-450-5200-44010	Repairs/Maint Bldg	2,800	1,831	65.40%	
101-450-5200-44030	Repairs/Maint Imp Not Bldgs	3,200	1,177	36.79%	
101-450-5200-44040	Repairs/Maint Eqpt	3,200	1,120	35.00%	
101-450-5200-44120	Rentals - Buildings	7,000	1,374	19.63%	
101-450-5200-44170	Uniforms	100		0.00%	
101-450-5200-44301	Events	500	482	96.35%	Tree Give Away
101-450-5200-44302	Lakes	15,000	4,506	30.04%	Grant to treat Invasive Species
101-450-5200-44370	Conferences & Training	1,200	900	75.00%	
101-450-5200-44130	Equipment Rental	1,000		0.00%	
101-450-5200-44375	Personal Protection Equipment	800	594	74.23%	
<b>Total Charges and Services</b>		\$ <b>65,500</b>	\$ <b>32,634</b>	<b>49.82%</b>	

**CITY OF LAKE ELMO**

2018 Budget

Jan - Jun Financials

<u>Account Number</u>	<u>Description</u>	<u>2018 Adopted</u>	<u>2018 YTD - Jun 2018</u>	<u>2018 Used</u>	<u>Comments</u>
<b>Capital Outlay</b>					
101-5200-5200-45500	Capital Purchases	25,000	-	0.00%	
<b>Total Capital Outlay</b>		\$ 25,000	\$ -	0.00%	
<b>Miscellaneous</b>					
101-450-5200-44300	Miscellaneous	1,200	460	38.32%	
<b>Total Miscellaneous</b>		\$ 1,200	\$ 460	38.32%	
<b>5200</b>	<b>Total Parks &amp; Recreation</b>	\$ 275,880	\$ 90,874	32.94%	
<b>9000 Transfers</b>					
<b>Transfers</b>					
	Transfer to Washington County (Library)			#DIV/0!	
<b>Total Transfers</b>		\$ -	\$ -	#DIV/0!	
<b>9000</b>	<b>Total Transfers</b>	\$ -	\$ -	#DIV/0!	
<b>Total General Fund Expenditures:</b>		\$ 4,670,734	\$ 1,913,257	40.96%	
<b>Total Gen Fund Revs. Over/(Under) Expenditures:</b>		\$ (194,000)	\$ (699,314)	360.47%	Use of Fund Balance if negative

**CITY OF LAKE ELMO**

**2018 Budget**

**Jan - Jun Financials**

<u>Account Number</u>	<u>Description</u>	<u>2018 Adopted</u>	<u>2018 YTD - Jun 2018</u>	<u>2018 Used</u>	<u>Comments</u>
<b>601</b>	<b>Water Fund</b>				
<b>Water Fund Revenues:</b>					
601-000-0000-36100	Special Assessments	111,077	9,429	8.49%	1st half July, 2nd half Dec
601-000-0000-36210	Interest on Investments	20,000		0.00%	
601-000-0000-37100	Water Sales	597,769	226,797	37.94%	recorded as payments received, only reflects 1st quarter
601-000-0000-37120	Bulk Water	2,000	438	21.90%	
601-000-0000-37130	Water Lat Benefit Fee		11,600	#DIV/0!	
601-000-0000-37140	Water Access Revenue	960,000	89,000	9.27%	
601-000-0000-37150	Water Connections - Municipal	320,000	154,000	48.13%	
601-000-0000-37170	Meter Sales	87,500	51,998	59.43%	
<b>Total Water Fund Revenues:</b>		<b>\$ 2,098,346</b>	<b>\$ 543,263</b>	<b>25.89%</b>	
<b>Water Fund Expenses:</b>					
<b>Personnel</b>					
601-494-9400-41010	Full-time Salaries	101,194	55,309	54.66%	
	Overtime	4,000		0.00%	On call pay
601-494-9400-41210	PERA Contributions	7,590	4,141	54.56%	
601-494-9400-41220	FICA Contributions	6,497	3,279	50.47%	
601-494-9400-41230	Medicare Contributions	1,525	767	50.28%	
601-494-9400-41300	Insurance	21,743	11,000	50.59%	
601-494-9400-41301	Unemployment Insurance	683		0.00%	
	Safety Clothing Allowance	193		0.00%	
601-494-9400-41510	Workers Compensation	5,884	7,744	131.61%	
<b>Total Personnel</b>		<b>\$ 149,309</b>	<b>\$ 82,239</b>	<b>55.08%</b>	
<b>Materials and Supplies</b>					
601-494-9400-42000	Office Supplies	800	178	22.31%	
601-494-9400-42030	Printed Forms	750		0.00%	
601-494-9400-42150	Operating Supplies	1,000	236	23.56%	
601-494-9400-42160	Chemicals	13,000	4,280	32.92%	
601-494-9400-42210	Repair/Maint. Supplies	26,000	7,297	28.07%	
601-494-9400-42300	Water Meters & Supplies	132,000	91,831	69.57%	
601-494-9400-44375	Personal Protective Equipment	800	198	24.76%	
601-494-9400-42400	Small Tools & Minor Equipment	8,300	6,002	72.32%	
<b>Total Materials and Supplies</b>		<b>\$ 182,650</b>	<b>\$ 110,022</b>	<b>60.24%</b>	
<b>Charges and Services</b>					
601-494-9400-43030	Engineering Services	20,000	4,903	24.51%	
601-494-9400-43040	Legal Services	155,000	21,916	14.14%	
601-494-9400-43150	Contract Services	47,400	19,497	41.13%	Financial Consultant Jan-May
601-494-9400-43180	IT Support	37,133	9,737	26.22%	

**CITY OF LAKE ELMO**

**2018 Budget**

**Jan - Jun Financials**

		<b>2018</b>	<b>2018</b>	<b>2018</b>	
<b>Account Number</b>	<b>Description</b>	<b>Adopted</b>	<b>YTD - Jun 2018</b>	<b>Used</b>	<b>Comments</b>
601-494-9400-43210	Telephone	800	369	46.17%	
601-494-9400-43220	Postage	2,000	9	0.46%	
601-494-9400-43610	Insurance	12,000	7,981	66.51%	corrected allocation
601-494-9400-43810	Electric Utility	45,000	31,000	68.89%	
601-494-9400-43820	Water Utility	-	38,658	#DIV/0!	City of Oakdale
601-494-9400-44030	Repairs\Maint Imp Not Bldgs	20,000	9,627	48.14%	
	Repairs/Maint. Equip.	8,000	3,443	43.03%	
	Repairs\Maint Imp Bldgs	2,000	3,505	175.26%	
	Equipment Rental	1,000		0.00%	
601-494-9400-44370	Conferences & Training	2,000	125	6.25%	
<b>Total Charges and Services</b>		<b>\$ 352,333</b>	<b>\$ 150,770</b>	<b>42.79%</b>	
<b>Capital Outlay</b>					
601-494-9400-45300	Improvements Other Than Bldgs	137,500	30,430	22.13%	
<b>Total Capital Outlay</b>		<b>\$ 137,500</b>	<b>\$ 30,430</b>	<b>22.13%</b>	
<b>Miscellaneous and Non-operating</b>					
601-494-9400-44300	Miscellaneous	2,000	367	18.35%	
601-494-9400-46010	Bond Principal	710,000		0.00%	
601-494-9400-46110	Bond Interest	300,775	146,193	48.61%	
601-494-9400-46200	Fiscal Agent Fees - Bond Payments	856	495	57.83%	
601-494-9400-46250	Fiscal Agent Fees - Bond Issuance			#DIV/0!	
	Deferred Charges Amort			#DIV/0!	
	Bond Issuance Costs			#DIV/0!	
601-494-9400-47200	Transfer Out	-	-	#DIV/0!	
<b>Total Misc. and Non-operating</b>		<b>\$ 1,013,631</b>	<b>\$ 147,055</b>	<b>14.51%</b>	
<b>Total Water Fund Expenses:</b>		<b>\$ 1,835,423</b>	<b>\$ 520,516</b>	<b>28.36%</b>	
<b>Total Water Fund Revs. Over/(Under) Expenses:</b>		<b>\$ 262,923</b>	<b>\$ 22,746</b>	<b>8.65%</b>	

**CITY OF LAKE ELMO**

**2018 Budget**

**Jan - Jun Financials**

<u>Account Number</u>	<u>Description</u>	<u>2018 Adopted</u>	<u>2018 YTD - Jun 2018</u>	<u>2018 Used</u>	<u>Comments</u>
<b>602</b>	<b>Sewer Fund</b>				
<b>Sewer Fund Revenues:</b>					
602-000-0000-36100	Special Assessments	77,874	33,100	42.50%	1st half July, 2nd half Dec
602-000-0000-36210	Interest on Investments	20,000		0.00%	
602-000-0000-37200	Sewer Sales	247,599	110,677	44.70%	recorded as payments received, only reflects 1st quarter
602-000-0000-37220	SAC Early Pay discount/revenue	5,800	3,500	60.34%	
602-000-0000-37230	Sewer Lat Benefit Fee	25,500		0.00%	
602-000-0000-37240	Sewer Connecton Fee Revenue (SAC)	883,200	21,000	2.38%	
602-000-0000-37250	Sewer Connection Fees Regional	-	408,534	#DIV/0!	
602-000-0000-37260	Sewer Connection Fees Municipa	345,500	153,500	44.43%	
<b>Total Sewer Fund Revenues:</b>		<b>\$ 1,605,473</b>	<b>\$ 730,311</b>	<b>45.49%</b>	
<b>Sewer Fund Expenses:</b>					
<b>Personnel</b>					
602-495-9450-41010	Full-time Salaries	62,250	14,591	23.44%	
	Overtime	4,000		0.00%	On call pay
602-495-9450-41210	PERA Contributions	4,669	1,087	23.27%	
602-495-9450-41220	FICA Contributions	4,058	866	21.34%	
602-495-9450-41230	Medicare Contributions	961	202	21.07%	
602-495-9450-41300	Insurance	10,744	2,500	23.27%	
	Unemployment Insurance	342		0.00%	
602-495-9450-41510	Workers Compensation	3,274	4,626	141.29%	
<b>Total Personnel</b>		<b>\$ 90,298</b>	<b>\$ 23,872</b>	<b>26.44%</b>	
<b>Materials and Supplies</b>					
602-495-9450-42270	Repair/Maint. Supplies	4,000	(414)	-10.36%	
	Office Supplies	800	1,199	149.85%	
	Operating Suppies	1,000	171	17.12%	
	Personal Protective Equipment	800	489	61.14%	
602-495-9450-42400	Small Tools & Minor Equipment	5,500	2,437	44.32%	
<b>Total Materials and Supplies</b>		<b>\$ 12,100</b>	<b>\$ 3,882</b>	<b>32.08%</b>	
<b>Charges and Services</b>					
602-495-9450-43030	Engineering Services	20,000	8,175	40.88%	
602-495-9450-43150	Contract Services	21,400	8,200	38.32%	Financial Consultant Jan-May
602-495-9450-43180	IT Support	33,533	10,712	31.94%	
602-495-9450-43210	Telephone	1,500	679	45.28%	
602-495-9450-43220	Postage	1,175		0.00%	
602-495-9450-43610	Insurance	2,000	3,187	159.37%	corrected allocation
602-495-9450-43810	Electric Utility	5,500	5,486	99.75%	

**CITY OF LAKE ELMO**

**2018 Budget**

**Jan - Jun Financials**

		<b>2018</b>	<b>2018</b>	<b>2018</b>	
<b>Account Number</b>	<b>Description</b>	<b>Adopted</b>	<b>YTD - Jun 2018</b>	<b>Used</b>	<b>Comments</b>
602-495-9450-43820	Sewer Utility - Met Council	92,140	46,070	50.00%	
	Repairs/Maint. Equip.	4,500	3,523	78.28%	
	Equipment Rental	1,000		0.00%	
602-495-9450-44030	Repairs\Maint Imp Not Bldgs	1,200		0.00%	
602-495-9450-44370	Conferences & Training	2,000	545	27.25%	
<b>Total Charges and Services</b>		<b>\$ 185,948</b>	<b>\$ 86,577</b>	<b>46.56%</b>	
<b>Capital Outlay</b>					
602-495-9450-45300	Improvements Other Than Bldgs	85,000	20,634	24.28%	
<b>Total Capital Outlay</b>		<b>\$ 85,000</b>	<b>\$ 20,634</b>	<b>24.28%</b>	
<b>Miscellaneous and Non-operating</b>					
602-495-9450-44300	Miscellaneous Expenses	300	-	0.00%	
602-495-9450-46010	Bond Principal	275,000		0.00%	
602-495-9450-46110	Bond Interest	195,324	93,452	47.84%	
	Deferred Charges Amort			#DIV/0!	
	Bond Issuance Costs			#DIV/0!	
602-495-9450-46250	Fiscal Agent Fees			#DIV/0!	
602-495-9450-47200	Transfer Out	-	-	#DIV/0!	
<b>Total Misc. and Non-operating</b>		<b>\$ 470,624</b>	<b>\$ 93,452</b>	<b>19.86%</b>	
<b>Total Sewer Fund Expenses:</b>		<b>\$ 843,970</b>	<b>\$ 228,417</b>	<b>27.06%</b>	
<b>Total Sewer Fund Revs. Over/(Under) Expenses:</b>		<b>\$ 761,503</b>	<b>\$ 501,894</b>	<b>65.91%</b>	

**CITY OF LAKE ELMO**

**2018 Budget**

**Jan - Jun Financials**

<u>Account Number</u>	<u>Description</u>	<u>2018 Adopted</u>	<u>2018 YTD - Jun 2018</u>	<u>2018 Used</u>	<u>Comments</u>
<b>603</b>	<b>Storm Water Fund</b>				
<b>Storm Water Fund Revenues:</b>					
603-000-0000-36100	Special Assessments			#DIV/0!	
603-000-0000-36210	Interest on Investment	7,000		0.00%	
603-000-0000-37100	Surface Water Utility Sales	283,587	198,939	70.15%	
603-000-0000-37140	SW Review Fee Revenue	29,375	20,838	70.94%	
<b>Total Storm Water Fund Revenues:</b>		<b>\$ 319,962</b>	<b>\$ 219,776</b>	<b>68.69%</b>	
<b>Storm Water Fund Expenses:</b>					
<b>Personnel</b>					
603-496-9500-41010	Full-time Salaries	34,273	7,251	21.16%	
603-496-9500-41210	PERA Contributions	2,570	544	21.16%	
603-496-9500-41220	FICA Contributions	2,099	426	20.31%	
603-496-9500-41230	Medicare Contributions	497	100	20.07%	
603-496-9500-41300	Insurance	6,275	1,300	20.72%	
	Safety Clothing Allowance	53		0.00%	
	Unemployment Insurance	342		0.00%	
603-496-9500-41510	Workers' Compensation	1,361	1,626	119.46%	
<b>Total Personnel</b>		<b>\$ 47,470</b>	<b>\$ 11,247</b>	<b>23.69%</b>	
<b>Materials and Supplies</b>					
603-496-9500-42000	Office Supplies	800	86	10.78%	
603-496-9500-42270	Repair/Maint. Maint Supplies	2,000	315	15.75%	
	Operating Supplies	1,000		0.00%	
	Personal Protective Equipment	800	198	24.76%	
603-496-9500-42400	Small Tools & Minor Equipment	3,500	1,202	34.35%	
<b>Total Materials and Supplies</b>		<b>\$ 8,100</b>	<b>\$ 1,802</b>	<b>22.24%</b>	
<b>Charges and Services</b>					
603-496-9500-43030	Engineering Services	20,000	1,175	5.88%	
603-496-9500-43150	Contract Services	17,200	5,084	29.56%	Financial Consultant Jan-May
603-496-9500-43180	IT Support	15,500		0.00%	
603-496-9500-43220	Postage	2,000		0.00%	
603-496-9500-43610	Insurance	1,500	5,001	333.42%	corrected allocation
603-496-9500-44010	Street Sweeping	25,000		0.00%	
	Repairs/Maint Equip	1,000		0.00%	
603-496-9500-44030	Repairs/Maint Not Bldg	3,000		0.00%	
	Equipment Rental	1,000		0.00%	
603-496-9500-44370	Conferences & Training	2,500	270	10.80%	
<b>Total Charges and Services</b>		<b>\$ 88,700</b>	<b>\$ 11,531</b>	<b>13.00%</b>	



**CITY OF LAKE ELMO**

2018 Budget

Jan - Jun Financials

<u>Account Number</u>	<u>Description</u>	<u>2018 Adopted</u>	<u>2018 YTD - Jun 2018</u>	<u>2018 Used</u>	<u>Comments</u>
<b>Capital Outlay</b>					
603-496-9500-45300	Improvements Other Than Bldgs	40,000	-	0.00%	
<b>Total Capital Outlay</b>		<b>\$ 40,000</b>	<b>\$ -</b>	<b>0.00%</b>	
<b>Miscellaneous and Non-operating</b>					
603-496-9500-44300	Miscellaneous Expenses	2,000	666	33.30%	
603-496-9500-46010	Bond Principal	160,000		0.00%	
603-496-9500-46110	Bond Interest	58,294	28,138	48.27%	
	Deferred Charges Amort			#DIV/0!	
603-496-9500-46200	Fiscal Agent Fees			#DIV/0!	
	Bond Issuance Costs	-	-	#DIV/0!	
<b>Total Misc. and Non-operating</b>		<b>\$ 220,294</b>	<b>\$ 28,804</b>	<b>13.08%</b>	
<b>Total Storm Water Fund Expenses:</b>		<b>\$ 404,564</b>	<b>\$ 53,383</b>	<b>13.20%</b>	
<b>Total Storm Water Fund Revs. Over/(Under) Expenses:</b>		<b>\$ (84,602)</b>	<b>\$ 166,394</b>	<b>-196.68%</b>	



## STAFF REPORT

DATE: August 8, 2018

**REGULAR**

ITEM #: 7

**MOTION**

**TO:** City Council  
**FROM:** Emily Becker, Planning Director  
**AGENDA ITEM:** Review of the Chicken Ordinance  
**REVIEWED BY:** Ben Prchal, City Planner

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### **BACKGROUND:**

Staff had been asked to prepare an analysis of surrounding communities and their rules relating to the keeping of chickens. The Council had reviewed the analysis at its workshop on January 9, 2018 and directed Staff to increase the number of chickens allowed on properties within the City. The Council tabled this item at its February 20, 2018 meeting.

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

**Current Ordinance.** The number of chickens that a property owner may have is dependent upon the number of acres that their property consists of. As of now chickens are not allowed to be kept on property that is .49 acres or less. For reference chickens kept on properties of 5 acres or more are restricted to 0.02 animal units per 2 grazable acres (50 chickens per 2 grazable acres).

#### **Amendments to Chapter 95 as it pertains to Chickens.**

*Staff has chosen to outline some of the more "significant" changes to the ordinance.*

#### **95.108 Keeping of Chickens**

The number of chickens allowed is still being kept to zero on lots of .45 acres or less. However, all other lot sizes have received an increase of two (2) with the exception of 4.5 – 4.99 acre lots, there was an increase of 8 (up to 30 chickens proposed).

#### **95.109 Permit Required; Term, Consent, Fee**

All permits are now valid for two years instead of alternating from two years to one year after the first two years. (*See ordinance amendment for further clarification*)

Notices are no longer required to be sent to neighbors within 150 ft.

#### **95.111 Permit Conditions**

Chicken coops were always required to maintain the designated setbacks. Staff had felt this further clarified where they should be placed if there was a question in regards to location.

### **FISCAL IMPACT:**

None.

**OPTIONS:**

- Adopt Ordinance 08-216 to approve amendments to chapter 95 Keeping of Chickens
- Deny Ordinance 08-216 which is amending chapter 95 Keeping of Chickens
- Adopt Ordinance 08-216 with amendments

**RECOMMENDATION:**

Staff is recommending approval of the amendments made to chapter 95 as it pertains to the keeping of chickens.

*“Motion to adopt Ordinance 08-216 amending chapter 95 Keeping of chickens”*

*And*

*“Motion to adopt Resolution 2018-087 authorizing summary publication of Ordinance 08-216”*

**ATTACHMENTS:**

1. Ordinance 08-216
2. Resolution 2018-087

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

**ORDINANCE NO. 08—216**

**AN ORDINANCE AMENDING THE LAKE ELMO CITY CODE OF ORDINANCES BY  
AMENDING REGULATIONS PERTAINING TO THE KEEPING OF CHICKENS**

**SECTION 1.** The City Council of the City of Lake Elmo hereby amends Title IX: General Regulations; Chapter 95: Animals, by amending the following:

**KEEPING OF CHICKENS**

**§ 95.105 DEFINITIONS.**

For the purpose of this chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

**BROODING.** the period of chicken growth when supplemental heat must be provided, due to the bird's inability to generate enough body heat.

**CHICKEN.** a domesticated bird that serves as a source of eggs or meat (*Gallus gallus domesticus*).

**COOP.** The structure for the keeping or housing of chickens permitted by the subchapter.

**EXERCISE YARD.** A larger fenced area that provides space for exercise and foraging for the birds when supervised.

**HEN.** A female chicken.

**OFFICER.** Any person designated by the city as an enforcement officer.

**ROOSTER.** A male chicken.

**RUN.** A fully-enclosed and covered area attached to a coop where the chickens can roam unsupervised.  
(Ord. 08-100, passed 2-18-2014)

**§ 95.106 PURPOSE.**

It is recognized that the ability to cultivate one's own food is a sustainable activity that can also be a rewarding pastime. Therefore, it is the purpose and intent of this subchapter to permit the keeping and maintenance of hens for egg and meat sources in a clean and sanitary manner that is not a nuisance to or detrimental to the public health, safety, and welfare of the community.

(Ord. 08-100, passed 2-18-2014)

**§ 95.107 INVESTIGATION AND ENFORCEMENT.**

Officers designated by the city shall have authority in the investigation and enforcement of this subchapter, and no person shall interfere with, hinder or molest any such officer in the exercise of such powers. The city shall make investigations as is necessary and may grant, deny, or refuse to renew any application for permit, or terminate an existing permit under this subchapter.

(Ord. 08-100, passed 2-18-2014)

**§ 95.108 KEEPING OF CHICKENS.**

(A) *Chickens on less than 5 acres.*

<i>Lot Size (Acres)</i>	<i>Chickens Allowed</i>
0.00 - 0.49	0
0.50 - 0.99	<del>4</del> <u>6</u>
1.00 - 1.49	<del>6</del> <u>8</u>
1.50 - 1.99	<del>8</del> <u>10</u>
2.00 - 2.49	<del>10</del> <u>12</u>
2.50 - 2.99	<del>12</del> <u>14</u>
3.00 - 3.49	<del>14</del> <u>16</u>
3.50 - 3.99	<del>16</del> <u>18</u>
4.00 - 4.49	<del>18</del> <u>20</u>
4.50 - 4.99	<del>22</del> <u>30</u>

(B) *Chickens on 5 acres or more.* Chickens maintained on parcels of 5 acres or more are ~~restricted to~~allotted 0.02 animal units per 2 grazable acres. A permit is not required for keeping chickens on a parcel size of 5 acres or more. For reference, see “Animal Unit Equivalency” chart in § 95.090.

(Ord. 08-100, passed 2-18-2014)

#### **§ 95.109 PERMIT REQUIRED; TERM, CONSENT, FEE.**

(A) No person shall ~~(without first obtaining a permit in writing from the City Clerk)~~ own, keep, harbor, or have custody of any live chicken on a lot less than 5 acres without first obtaining a permit from the City Clerk.

(B) ~~The first permit is~~ Permits are valid for up to 2 years beginning on the date of issuance and ending on December 31 of the ~~following~~ second year. ~~Subsequent permits are valid from January 1 to December 31.~~

~~—(C) Prior to issuance of a permit, notices must be mailed to all homes within 150 feet of the applicant’s property lines.~~

(~~DC~~) The fee for a permit may be imposed, set, established and fixed by the city council, by ordinance, from time to time.

(Ord. 08-100, passed 2-18-2014) Penalty, see § 10.99

#### **§ 95.110 APPLICATION.**

Any person desiring a permit required under the provisions of this subchapter shall make written application to the City Clerk upon a form prescribed by and containing such information as required by the city. Among other things, the application shall contain the following information:

(A) A description of the real property upon which it is desired to keep the chickens.

(B) The ~~breed and~~ number of chickens to be maintained on the premises.

(C) A site plan of the property showing the location and size of the proposed chicken coop and run, setbacks from the chicken coop to property lines and surrounding buildings (including houses and buildings on adjacent lots), and the location, type, and height of fencing proposed to contain the chickens in a run or exercise area. Portable coops and cages are allowed, but portable locations must be included with the site plan.

(D) Statements that the applicant will at all times keep the chickens in accordance with all of the conditions prescribed by the officer, or modification thereof, and that failure to obey such conditions will constitute a violation of the provisions of this article and grounds for cancellation of the permit.

(E) Such other and further information as may be required by the officer.

(Ord. 08-100, passed 2-18-2014)

#### **§ 95.111 PERMIT CONDITIONS.**

Each person keeping chickens within the City of Lake Elmo shall comply with the following:

(A) No person may keep a rooster or crowing hen.

(B) No person may allow chickens to range freely without fencing or without a mobile pen.

(C) No person may keep chickens inside the house or attached garage.

(D) Chickens must be provided a secure and well ventilated roofed structure (“chicken coop”).

(E) The roofed structure and required fencing for the chickens may only be located in a rear yard and must meet setback and building separations as established in city zoning and building codes, except that the roofed structure and fencing must maintain a 20 foot separation from dwellings on adjacent properties as well as adhere to the minimum setback requirements for accessory structures.

(F) The roofed structure shall be fully enclosed, wind proof, and have sufficient windows for natural light.

(G) Chickens, coops, and/or runs shall not be kept in such a manner as to constitute a nuisance.

(H) The chicken coop and run shall be kept in good repair as to be in compliance with the property maintenance regulations elsewhere in the code.

(I) All chicken coops must have a minimum size of 4 square feet per bird and must be at least 4 feet in height.

(J) Fenced in chicken runs must have a minimum of 10 square feet per bird and must be at least 4 feet in height.

(K) All butchering waste shall be disposed of in a sanitary manner.

(L) Dead chickens must be disposed of according to the Minnesota Board of Animal Health rules which require chicken carcasses to be disposed of as soon as possible after death, usually within 48 to 72 hours. Legal forms of chicken carcass disposal include burial, off-site incineration or rendering, or composting.

(Ord. 08-100, passed 2-18-2014; Am. Ord. 08-177, passed 6-20-2017) Penalty, see § 10.99

#### **§ 95.112 VIOLATIONS.**

(A) Any person violating any of the sections of this article shall be deemed guilty of a misdemeanor and upon conviction, shall be penalized in accordance with § 10.99.

(B) If any person is found guilty by a court for violation of this section, their permit to own, keep, harbor, or have

custody of chickens shall be deemed automatically revoked and no new permit may be issued for a period of 1 year.

(C) Any person violating any conditions of this permit shall reimburse the city for all costs borne by the city to enforce the conditions of the permit including, but not limited to, the pickup and impounding of chickens.

(Ord. 08-100, passed 2-18-2014)

**§ 95.113 ISSUANCE, REVOCATION.**

(A) If granted, the permit shall be issued by the city and shall state the conditions, if any, imposed upon the permitted for the keeping of chickens under this permit. The permit shall specify the restrictions, limitations, conditions and prohibitions which the city deems reasonably necessary to protect any person or neighboring use from unsanitary conditions, unreasonable noise or odors, or annoyance, or to protect the public health and safety. Such permit may be modified from time to time or revoked by the city for failure to conform to such restrictions, limitations, or prohibitions. Such modification or revocation shall be effective after 10 days following the mailing of written notice thereof by certified mail to the person or persons keeping or maintaining such chickens.

(B) The city may revoke any permit issued under this subchapter if the person holding the permit refuses or fails to comply with this subchapter, with any regulations promulgated by the city council pursuant to this article, or with any state or local law governing cruelty to animals or the keeping of animals. Any person whose permit is revoked shall, within 10 days thereafter, humanely dispose of all chickens being owned, kept or harbored by such person, and no part of the permit fee shall be refunded.

(Ord. 08-100, passed 2-18-2014)

**SECTION 2. Effective Date.** This ordinance shall become effective immediately upon adoption and publication in the official newspaper of the City of Lake Elmo.

**SECTION 3. Adoption Date.** This Ordinance 08-\_\_\_ was adopted on this \_\_\_\_\_ day of \_\_\_ 2018, by a vote of \_\_\_ Ayes and \_\_\_ Nays.

**LAKE ELMO CITY COUNCIL**

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

ATTEST:

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

This Ordinance 08-~~\_\_\_~~-216 was published on the \_\_\_ day of \_\_\_\_\_, 2018.

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

**RESOLUTION NO. 2018-087**

**RESOLUTION AUTHORIZING PUBLICATION OF ORDINANCE 08-216 BY TITLE  
AND SUMMARY**

**WHEREAS**, the City Council of the City of Lake Elmo has adopted Ordinance No. 08-216, an ordinance amending chapter 95 as it pertains to the keeping of chickens within the City; and

**WHEREAS**, the ordinance is lengthy; and

**WHEREAS**, Minnesota Statutes, section 412.191, subd. 4, allows publication by title and summary in the case of lengthy ordinances or those containing charts or maps; and

**WHEREAS**, the City Council believes that the following summary would clearly inform the public of the intent and effect of the ordinance.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Lake Elmo, that the City Clerk shall cause the following summary of Ordinance No. 08-216 to be published in the official newspaper in lieu of the entire ordinance:

**Public Notice**

The City Council of the City of Lake Elmo has adopted Ordinance No. 08-216, which amends the language in chapter 95 as it applies to the keeping of chickens within the City of Lake Elmo.

- As defined in by the table in 95.108, all properties have received an increase of two chickens. With the exclusion of land .49 acres or less which will remain at zero and 4.5-4.99 acres which received an increase of eight.
- All permits shall last for a duration of two years and notification to neighbors is no longer required.
- Chicken coops must adhere to accessory building setback requirements.

The full text of Ordinance No. 08-216 is available for inspection at Lake Elmo city hall during regular business hours.

**BE IT FURTHER RESOLVED** by the City Council of the City of Lake Elmo that the City Administrator keep a copy of the ordinance at City Hall for public inspection and that a full copy of the ordinance be placed in a public location within the City.

Dated: August 8, 2018

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Mayor Mike Pearson

ATTEST:

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

(SEAL)

The motion for the adoption of the foregoing resolution was duly seconded by member \_\_\_\_\_ and upon vote being taken thereon, the following voted in favor thereof:

and the following voted against same:

Whereupon said resolution was declared duly passed and adopted.





## STAFF REPORT

DATE: August 8, 2018  
CONSENT #8

**AGENDA ITEM:** Snowmobile Ordinance

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

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**BACKGROUND:**

The Council discussed changes to the snowmobile ordinance at the April 10<sup>th</sup> and July 10<sup>th</sup> work sessions. Numerous changes were discussed and staff has incorporated those into the draft amendment.

**ISSUE BEFORE COUNCIL:**

Should the City Council amend the snowmobile ordinance? If so, how?

**PROPOSAL DETAILS/ANALYSIS:**

Included in your packet is a redlined snowmobile ordinance to show the proposed changes. The language provides clarification on where snowmobiles may be ridden and extends the time from 11pm to midnight that they are allowed to be in use.

**OPTIONS:**

- 1) Approve Ordinance No 08-217 and Summary Publication Resolution 2018-088
- 2) Amend and then Approve Ordinance No 08-217 and Summary Publication Resolution 2018-088
- 3) Do not approve any changes to the Snowmobile ordinance

**RECOMMENDATION:**

If removed from the Consent Agenda:

*Motion to Approve Ordinance No 08-217*

*AND*

*Motion to Approve Summary Publication Resolution 2018-088*

**ATTACHMENTS:**

- Ordinance No 08-217
- Resolution 2018-088

CITY OF LAKE ELMO  
COUNTY OF WASHINGTON  
STATE OF MINNESOTA

ORDINANCE NO. 08-217

AN ORDINANCE AMENDING THE LAKE ELMO CITY CODE OF ORDINANCES BY  
AMENDING REGULATIONS PERTAINING TO SNOWMOBILES

SECTION 1. The City Council of the City of Lake Elmo hereby amends Chapter 70: Snowmobiles and All-Terrain Vehicle, by amending the following:

Lake Elmo, MN Code of Ordinances

**CHAPTER 70: SNOWMOBILES AND ALL-TERRAIN  
VEHICLES**

Section

70.01 Incorporation by reference

70.02 Regulations

**§ 70.01 INCORPORATION BY REFERENCE.**

Provisions of M.S. Ch. 84, as amended from time to time, shall be applicable to the City of Lake Elmo. In those cases where there is a conflict between the provisions of M.S. Ch. 84 and this chapter, the more restrictive regulation shall apply.

(Ord. 97-164, passed 12-20-2006)

**§ 70.02 REGULATIONS.**

(A) No person shall operate a snowmobile or all-terrain vehicle on a public sidewalk or ~~within the unimproved portion of a city street.~~ or upon any public park or playground.

(B) ~~No person shall operate a snowmobile on city streets except for when traveling in the most right-hand lane available for automobile traffic or as close as practicable to the right-hand curb or edge of the roadway and when traveling in the same direction as automobile traffic in that lane.~~

(C) No person shall operate a snowmobile in the ditch except in the ditch bottom or outside slope of any drainage ditch which lies within and runs parallel to any city-controlled public road easement.

(D) No person shall ride a snowmobile in the right of way as a substitute for trail riding. Travel in the right of way shall be used to reach a destination such a trail, public body of water, public gathering place, residence, etc.

~~(E) No person shall operate a snowmobile or all-terrain vehicle on city owned property.~~

~~(E)~~ No person shall operate a snowmobile or all-terrain vehicle between the hours of ~~11:00 p.m. midnight~~ and 7:00 a.m. provided that all-terrain vehicles may be used for snow plowing purposes during prohibited hours.

~~(DF)~~ No person shall operate a snowmobile or all-terrain vehicle within ~~50-10~~ feet of a residential dwelling unless such operation occurs on property owned or occupied by the operator of the snowmobile or all-terrain vehicle and such operation is for the purpose of accessing a public right-of-way from private property.

~~(GE) No person shall operate a snowmobile or all-terrain vehicle within 100 feet of any fisherman, pedestrian, skating rink, or sliding area.~~

(Ord. 97-164, passed 12-20-2006) Penalty, see § 10.99

**SECTION 2. Effective Date.** This ordinance shall become effective immediately upon adoption and publication in the official newspaper of the City of Lake Elmo.

**SECTION 3. Adoption Date.** This Ordinance 08-\_\_\_ was adopted on this \_\_\_\_\_ day of \_\_\_ 2018, by a vote of \_\_\_ Ayes and \_\_\_ Nays.

**LAKE ELMO CITY COUNCIL**

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

ATTEST:

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

This Ordinance 08-216 was published on the \_\_\_\_\_ day of \_\_\_\_\_, 2018.

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

**RESOLUTION NO. 2018-088**

**RESOLUTION AUTHORIZING PUBLICATION OF ORDINANCE 08-217 BY TITLE  
AND SUMMARY**

**WHEREAS**, the City Council of the City of Lake Elmo has adopted Ordinance No. 08-217, an ordinance amending the City Code of Ordinances by amending the regulations relating to snowmobiles and all-terrain vehicles; and

**WHEREAS**, the Ordinance is lengthy; and

**WHEREAS**, Minnesota Statutes Section 412.191, subdivision 4, allows publication by title and summary in the case of lengthy ordinances or those containing charts or maps; and

**WHEREAS**, the City Council believes that the following summary would clearly inform the public of the intent and effect of the Ordinance; and

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Lake Elmo, that the City Clerk shall cause the following summary of Ordinance No. 08-217 to be published in the official newspaper in lieu of the entire ordinance:

**Public Notice**

The City Council of the City of Lake Elmo has adopted Ordinance No. 08-217, which amends certain provisions of Chapter 70 of the City Code. The Ordinance amends the regulations relating to snowmobiles and all-terrain vehicles to clarify where they may be used and extend the time they are allowed.

The full text of Ordinance No. 08-217 is available for inspection at Lake Elmo city hall during regular business hours.

**BE IT FURTHER RESOLVED** by the City Council of the City of Lake Elmo that the City Administrator keep a copy of the Ordinance at City Hall for public inspection and that a copy be placed for public inspection at the Lake Elmo Public Library.

Dated: August 8, 2018.

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

ATTEST:

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

(SEAL)

The motion for the adoption of the foregoing resolution was duly seconded by member

\_\_\_\_\_ and upon vote being taken thereon, the following voted in favor thereof:

and the following voted against same:

Whereupon said resolution was declared duly passed and adopted.



## STAFF REPORT

DATE: 8/8/2018

**CONSENT**

ITEM #: 9

**MOTION**

**TO:** City Council

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

**AGENDA ITEM:** Sunfish Lake Park Cross Country Trail Grooming Grant

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

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### **BACKGROUND:**

For the past several years, the City has been a participant in the Cross Country Ski Trail Assistance Program sponsored by the Minnesota DNR. This program allows for reimbursement of costs related to maintaining the ski trails in the forms of fall trail maintenance and winter trail grooming. The proposed application would cover the 2018/2019 ski season in Sunfish Lake Park.

### **ISSUE BEFORE COUNCIL:**

Should the city pursue submission of a grant application for Cross Country Trail Grooming Reimbursement at Sunfish Lake Park?

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

Each year the City of Lake Elmo has participated in the Cross Country Ski Trail Assistance Program for the trail system in Sunfish Lake Park. The fund allocations are driven by the number of participants in the program and the number of trail miles being maintained. The city has consistently received \$4,000-\$4,500 per year in grant funds to cover a portion of the costs related to the Cross Country Ski Trail maintenance in Sunfish Lake Park. These funds are used to help offset the cost of fall trail preparations and the cost of grooming throughout the winter months. A requirement of the application process is to attach a resolution providing City Council approval to sponsor the participation in the program.

### **FISCAL IMPACT:**

- If awarded, the city could receive approximately \$4,000 to \$4,500 to help offset the cost of trail maintenance.

### **OPTIONS:**

- Approve participation in Cross Country Trail Grooming Grant
- Deny participation in Cross Country Trail Grooming Grant
- Table for future discussion

### **RECOMMENDATION:**

*“Motion to approve **Resolution #** to approve grant submission to Minnesota Department of Natural Resources for Cross Country Ski Trail Grant-In-Aid Program.”*

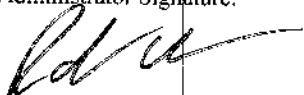
### **ATTACHMENTS:**

- Resolution
- Grant Application

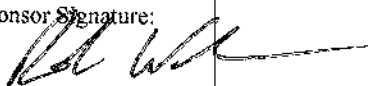


**MINNESOTA CROSS-COUNTRY SKI TRAIL GRANT-IN-AID PROGRAM  
MAINTENANCE AND GROOMING APPLICATION**

**GENERAL INFORMATION**

Trail Name: <b>Sunfish Lake Park Cross Country Ski Trail</b>		Base Ski GIA Grant Amount: <b>\$ 4,500.00</b>
Trail Association or Club Name (if applicable): <b>City of Lake Elmo</b>		Miles of Trail in GIA Program:
Trail Administrator Name: <b>Rob Weldon</b>	Trail Administrator Email: <b>rweldon@lakeelmo.org</b>	Trail Administrator Phone: <b>651-747-3941</b>
Trail Administrator/Association Mailing Address (Street, Box Number, City, State, and Zip Code): <b>3880 Laverne Ave. N Lake Elmo, MN 55042</b>		
Trail Administrator Signature: 		Trail Administrator Signed Date: <b>6/18/2018</b>

**UNIT OF GOVERNMENT/SPONSOR APPROVAL**

Unit of Government Sponsor: <b>City of Lake Elmo</b>	Sponsor Email: <b>rweldon@lakeelmo.org</b>	Sponsor Phone: <b>651-747-3941</b>
Authorized Representative of Sponsor Name: <b>Rob Weldon</b>	Authorized Representative of Sponsor Title: <b>Public Works Director</b>	
Sponsor Mailing Address (Street, Box Number, City, State, and Zip Code): <b>3880 Laverne Ave. N Lake Elmo, MN 55042</b>		
Sponsor Signature: 		Sponsor Signed Date: <b>6/18/2018</b>

**REQUIRED ATTACHMENTS**

<input type="checkbox"/>	Final Grooming Request for Reimbursement from Previous Year
<input type="checkbox"/>	Local Unit of Government/Sponsor Resolution
<input type="checkbox"/>	Map of Ski GIA Trail
<input type="checkbox"/>	Sign Order (if applicable)

**DEPARTMENT OF NATURAL RESOURCES APPROVAL OF APPLICATION**

Parks and Trails Area Supervisor Signature:	Signed Date:
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## STAFF REPORT

DATE: 8/8/2018

**CONSENT**

ITEM #: 10

**TO:** City Council

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

**AGENDA ITEM:** Purchase of Hockey/Pickle Ball Dasher Boards

**REVIEWED BY:** Kristina Handt, City Administrator  
Ben Prchal, City Planner

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**BACKGROUND:** As part of the 2018 Capital Improvement Plan the city intends to reconstruct 36<sup>th</sup> St N and Layton Ave N (Old Village Phase 4) on the northern border of Lions Park. As with other Old Village Phases, improvements will be made to be made to the street and water system in addition to the installation of sanitary and storm sewer to the area. Since the natural geography of the area is relatively flat, there are very few options to incorporate adequate storm water drainage. After review of numerous options the most cost effective and sensible option would be to install a storm water pipe from the intersection of 36<sup>th</sup> St. N and Layton Ave. N southward through the eastern edge of Lions Park. In doing so amenities in this area of the park will need to be removed and replaced in kind, or relocated and updated to offer new amenities that meet the need of today's park users.

**ISSUE BEFORE COUNCIL:** Does the City Council support and approve the purchase of permanent Dasher Boards to encompass the approved Pickle Ball and Hockey Rink to create a new year round park amenity at Lions Park?

**PROPOSAL DETAILS/ANALYSIS:** As part of the June 6, 2018 City Council meeting Old Village Phase 4 Street and Utility Improvements were approved for the 36<sup>th</sup> St N and Layton Ave. N area of the city. A portion of that approval covered the re-paving and conversion of the existing tennis court to a Pickle Ball court due to the routing of a new storm sewer pipe in this vicinity. Since the Dasher Boards were not a part of the existing park they were not included in the scope of Old Village Phase 4.

The addition of the Dasher Boards would provide venue in the park that can be utilized the entire year by Pickle Ball players in the summer and Hockey players in the winter. The boards would be a permanent feature and constructed in a way to offer natural/rustic appearance. By repurposing this area, existing park space will become a multi-use area bringing a new amenity to Lake Elmo Parks while utilizing and existing space with outdoor lighting.

As part of the March 19, 2018 Parks Commission Meeting this proposal was brought forward and discussed with the recommendation of the Parks Commission to transform the existing tennis court area into a multi-use Pickle Ball and Hockey Rink with Dasher Boards encompassing the area.



**FISCAL IMPACT:** Cost of the Dasher Boards and supervised installation is anticipated to be \$29,083.25. This cost includes shipping and a company representative to assist Public Works Staff with construction. Funding for the purchase will be through the Park Dedication Fund

**OPTIONS:**

- Recommend Purchase of Dasher Boards for Lions Park
- Deny Purchase of Dasher Boards Lions Park
- Table for further discussion

**RECOMMENDATION:**

**“Motion to recommend purchase of BAP 4.0 Outdoor Hockey Dasher Board System from Becker Arena Products for an amount not to exceed \$35,000”**

**ATTACHEMNTS:**

- Becker Arena Products Quote ( through National Joint Powers Purchasing Coop – Sourcewell Program)
- Park area map
- Photo of proposed product



**Customer #: 8731**

**Quotation #: 10003906**

**Revision #: 1**

**Date: July 30, 2018**

**Proposal Expiration Date: October 1, 2018**

**Your Sales Consultant: Brad Peterson**

**Prepared For:**

**Mr. Rob Weldon**

**City of Lake Elmo**

**3880 Laverne Avenue North**

**Lake Elmo, MN 55042**

**Project Location:**

**City of Lake Elmo**

Thank you for considering Becker Arena Products, Inc., we appreciate the opportunity...

**Benefits of Choosing to Partner with Becker Arena Products**

- A stable and reliable company since 1988
- A staff with in-depth knowledge of the industry and products
- Quality products that last
- Experienced and professional installers
- Excellent customer service
- Worry Free Projects - Guaranteed

**This system is available through the Sourcewell Cooperative Purchasing Program at discounted pricing. [BECKER ARENA PRODUCTS, INC – VENDOR CONTRACT #030117 – BAP](#)**

Sourcewell is a municipal contracting government agency that serves education and government agencies nationally through competitively bid and awarded contract purchasing solutions. Over 47,000 Member agencies enjoy the value and commitment of the world-class Sourcewell awarded Vendors. Take advantage of the cooperative purchasing discounts shown here in this quotation mentioning our contract #030117-BAP when ordering. You must be a member and contracting authority. Ask your sales person for a copy of the Sourcewell Contract Purchasing information booklet or go to [www.sourcewell-mn.gov](http://www.sourcewell-mn.gov) for more information.

Confidential: This document contains proprietary and confidential information that is owned and is of significant value to Becker Arena Products, Inc. No unauthorized use, disclosure or reproduction of any of this information is permitted without the prior written consent of Becker Arena Products, Inc.



Per your inquiry, below please find the revised pricing for the following dasher board system.

**BAP4.0 DASHER BOARD SYSTEM**

Becker Arena Products, Inc. shall furnish one BAP4.0 Outdoor Hockey Dasherboard System with the option for supervision of the installation. The pricing is based on the information furnished and will include the following items and features.

**BAP4.0 DASHER MATERIALS**

- 368 lineal feet of BAP4.0 *Signature Series* wood framed dasher boards
- Rink Size: 120' x 80' x 20' radius corners
- 2" schedule 40 galvanized pipe dasher board supports 4' high for the sides of rink with foot plate to be mounted to existing **[4' overall length supports]**
- 2" schedule 40 galvanized pipe dasher board supports 8' for ends and radius of rink with foot plate to be mounted to existing curb with 4' length above the boards to support the fence **[8' overall length supports]**
- Two (2) frame only for a 12'-0" equipment gate (Not a hinged gate – 2 x 12 lumber stacks in a frame to create a gate)
- One (1) access gates – gate latches and hinges
- All steel framing components hot dip galvanized after fabrication
- 2 x 12 x 10' long treated lumber for the sides and straight ends
- 2 x 6 x 4' long treated lumber for the radius corners (Positioned vertically)
- Dasher panels are assembled on site
- Includes all hardware required for installation

**CHAIN LINK FENCE**

- 208 lineal feet (104 lineal feet on each end and two adjacent radius corners) of 4' high x 9 gauge galvanized chain link fabric with 2" sch 40 supports (Extended length of dasher frame support post, two horizontal support rails and all hardware for a complete installation)
- Four (4) each shield termination pads

**DELIVERY**

- Freight to Lake Elmo, Minnesota
- Customer is responsible for unloading all materials.

**SUPERVISION OF INSTALLATION**

See option listed below

**TOTAL PRICE DELIVERED ONLY**

**\$ 24,865.25**

**SOURCEWELL PROGRAM DISCOUNTS**

**BECKER ARENA PRODUCTS, INC. – VENDOR CONTRACT #030117-BAP**

**SOURCEWELL BASE PRICE DISCOUNT – 5%**

**\$ 1,243.26**

**BASE PRICE WITH 5% SOURCEWELL DISCOUNT**

**\$23,621.99 Accept \_\_\_\_\_**



**OPTION - SUPERVISION OF INSTALLATION**

Becker Arena Products, Inc. will furnish an installation supervisor for the dasher system described above. The supervisor will be furnished for 40 hours (**Non-union/at the prevailing wage labor rate for Carpenter Classification Washington County, Minnesota**) at 4 four consecutive days at 10 hours per day. Customer will be required to provide a crew of three with basic carpentry skills for the duration of the supervision, a fork lift and all tools for the installation (Tool list to be provided). Customer to dispose of any packaging or scrap materials.

**TOTAL PRICE SUPERVISION ONLY \$ 4,218.00**

**SOURCEWELL PROGRAM DISCOUNTS**

**BECKER ARENA PRODUCTS, INC. – VENDOR CONTRACT #030117-BAP**

<b>SOURCEWELL BASE PRICE DISCOUNT – 5%</b>	<b>(\$ 210.90)</b>
<b>BASE PRICE WITH 5% SOURCEWELL DISCOUNT</b>	<b>\$ 4,007.10 Accept ____</b>

**OPTION - COMPLETE INSTALLATION**

Becker Arena Products, Inc. will furnish an installation supervisor for the dasher system described above along with a union installation crew. The supervisor will be furnished for the installation (**Non-union/at the prevailing wage labor rate for Carpenter Classification Washington County, Minnesota**), a union installation crew, fork lift and all tools for the installation and a dumpster service for the disposal of any packaging or scrap materials.

**TOTAL PRICE INSTALLATION ONLY \$ 27,468.00**

**SOURCEWELL PROGRAM DISCOUNTS**

**BECKER ARENA PRODUCTS, INC. – VENDOR CONTRACT #030117-BAP**

<b>SOURCEWELL BASE PRICE DISCOUNT – 5%</b>	<b>(\$ 1,343.40)</b>
<b>BASE PRICE WITH 5% SOURCEWELL DISCOUNT</b>	<b>\$ 26,124.60 Accept ____</b>



**Please Note:** Taxes are the responsibility of the purchaser. Prices do not include special insurance requirements, bonding, or applicable permits and/or license fees. Prices subject to site visit and/or receipt of final construction drawings and specifications. If sales tax is applicable it will be added to the proposal totals and noted on a Contract Summary Sheet that will be sent back with your executed contract.

All payment terms are based on credit approval.

**Our Standard Payment terms are:**

- 45% due upon placement of order (\$ \_\_\_\_\_)
- 45% due 10 days prior to delivery (\$ \_\_\_\_\_)
- 10% due upon delivery and installation (\$ \_\_\_\_\_)

The above payment amounts will be filled in based on total contract price and any applicable sales tax and sent back on the Contract Summary Sheet with your executed contract.

We are looking forward to the opportunity of working with you on your project and if we can be of further assistance please do not hesitate to call.

This proposal is subject to Becker Arena Products, Inc. Standard Terms and Conditions and Limited Warranty and may be withdrawn without penalty at any time before contract execution. If accepted, please sign and return this copy to Becker Arena Products. When approved and signed by one of our officers a fully executed copy will be forwarded for your records. This proposal is subject to change, withdrawal or cancellation until accepted by you. If Becker Arena Products, Inc. have not received your acceptance within 60 days from the date hereof, this proposal shall automatically expire. Becker Arena Products, Inc. retains a security interest in all products covered in this agreement until all payment terms have been met. In addition, the purchaser agrees to sign any additional documents for Becker Arena Products, Inc. to perfect its security interest in the products.

Proposal/Contract #10003906 Rev1 is accepted with initialed options:

\_\_\_\_\_  
Purchaser Signature

\_\_\_\_\_  
Becker Arena Products, Inc.

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Sourcewell Member Number

030117-BAP  
Sourcewell Contract Number

***Becker Arena Products, Inc. is an Equal Employment Opportunity Employer***



## Becker Arena Products, Inc.

### STANDARD TERMS AND CONDITIONS

- 1. Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota, as applied to contracts executed in and performed wholly within the State of Minnesota.
- 2. Delays.** Becker Arena Products, Inc. (Seller) will not be liable for any delay in the performance of orders or contracts, or in the delivery or shipment of the goods, or for any damages suffered by the Purchaser by reason of such delay, including liquidated or actual damages.
- 3. Arbitration.** Any and all controversies or claims arising out of or relating to this contract or the performance or breach thereof shall be settled by arbitration in Minneapolis, Minnesota in accordance with the then existing rules and procedure of the American Arbitration Association.
- 4. Mechanic's Lien or Bond Rights.** Nothing herein shall be deemed to waive or affect Seller's right to assert a mechanic's lien against the property on which the goods are installed or to make a claim against any bond. Purchaser agrees to provide any and all information requested by Seller, within three (3) calendar days, to allow Seller to preserve or effectuate its mechanic's lien or bond rights.
- 5. Change Orders.** A change order will be required for any additional work to be performed or materials to be supplied by the Seller, which is not included in the contract or is a result of the Purchaser's failure to comply with the terms and conditions as described herein. A change order must be filled out by the Seller and signed by the Purchaser before any work commences or material is ordered and/or shipped.
- 6. Production Schedule, Installation Schedule, and Storage.** When Seller has received and accepted the contract along with signed approval drawings and credit approval, they will have up to 16 weeks to produce and deliver the materials provided that there are no custom materials needed. Custom materials will include non-standard colors and/or materials. The Purchaser will be contacted after the receipt of the required information to coordinate a shipping date and an installation date(s). These dates will serve as the contract delivery date and will be used to schedule production, delivery, and installation. The Owner/Purchaser will be contacted 21 days prior to shipping to confirm that the site will be ready. If the Purchaser's site is not ready or will not be ready on this date, the following may occur:

#### **Dasher Board Systems**

- A. Seller may choose whether or not to produce the rink according to its production schedule. If they produce the rink on schedule, it will be stored at Becker Arena Product's location of business and storage fees will be charged to the Purchaser at the rate of US \$300 per week. All payments will be due according to the terms from the original ship date. If the Seller chooses to delay production to coincide with the new ship date, no storage fees will apply and payment will be due according to the terms from the original ship date. If contract terms are paid in full prior to shipping, the time will start from the original ship date and not the adjusted ship date.



- B. A new shipping installation date will be coordinated with Seller's installation department and confirmed with the Purchaser. The Seller will reschedule the installation for the next available date according to the Seller's installation schedule. In some cases, the site delay may cause additional charges. This includes, but is not limited to, wages, remobilization, and equipment rental, to be paid by the Purchaser.
- C. If the Purchaser's site is not ready when the Seller's installation crew arrives, additional costs will be charged to the Purchaser. This includes, but is not limited to wages, travel, lodging, meals, equipment rental and changes in Becker Arena Product's installation schedule.

**7. General Site Requirements.** The following criteria must be met or extra charges may apply, and delays will be incurred, if the site is not in compliance when Seller is ready to deliver and install the goods:

- A. Concrete and Floor Work: All concrete work is to be completed and allowed to cure, according to job specifications and/or refrigeration contractors requirements, before the date installation is scheduled to begin.
- B. The levelness of the perimeter concrete, where the rink is to be installed, must be within 1/8" of levelness for every 10' in length and no more than 1/4" difference in height over the length and width of the perimeter surface.
- C. For sand floors, the first 6" from the front of the curb, where the rink is to be installed, must be within 1/16" of flatness from the inside edge outward and meet the levelness and flatness conditions specified above, Sand floors are not to be final graded prior to dasher board installation.
- D. Expansion joints, which are to be covered completely by the rink, are to be within 1/2" of straightness from end to end and side to side. The distance from side to side and end to end of the outside edge of the expansion joint is to be within 1/2" of the required dimension for the frame to cover it.
- E. If, upon arrival, the perimeter concrete is inspected and does not meet the specifications for levelness, flatness, straightness and size, the following will occur:
  - 1. Seller's Representative will determine if rink can be shimmed or adjusted/cut to achieve desired levelness, fit and/or expansion joint coverage while maintaining the structural integrity of the rink. If so, the additional time and materials to do this will be paid by the Purchaser. A change order must be filled out by the Seller's Representative and signed by the Purchaser before any work commences.
  - 2. If the rink cannot be shimmed or adjusted to the desired levelness and/or coverage while maintaining the structural integrity of the rink, the Purchaser will be responsible for fixing the surface to meet specifications. All associated costs for this are the sole responsibility of the Purchaser.
  - 3. The Seller will accept contracts that are retrofit projects with the understanding that the condition of the underlying perimeter concrete work meets the specifications stated above. If, after removal of the existing rink, the concrete does not meet these conditions, points "1" and "2" from above will apply.



## 8. Requirements for Rink Installations:

(Refer to the enclosed Site Requirements)

**9. Walk Through Inspection.** When Seller's work is complete or near complete, Purchaser or the Purchaser's Representative (including general contractors and architects) must be available for a final walk through inspection with the Seller's Representative. Any parties who do not attend the walk through will forfeit their right to submit punch list items. A final punch list of items to be completed or repaired will be prepared as a result of this walk through. Any item not included on the final "punch list" will not be the responsibility of the Seller unless it is covered by the Seller's Warranty.

**10. Shop Drawings and Non-standard Shielding.** Preparation of shop drawings will not commence until after the signed contract has been delivered to Seller. Production will not commence until Seller receives approved shop drawings. Field measured, tempered glass (non-standard sizes) may require an additional 3-4 weeks for delivery after completion of installation. Any field measured tempered glass to be installed by purchaser.

**11. Polyethylene.** All polyethylene used to manufacture the rink shall be virgin material. All colors shall match within manufacturer's tolerance. Seller will not be responsible for replacing polyethylene that conforms to manufacturer's color tolerance. During manufacturing, all panels shall have the polyethylene overhang past the frame a minimum of 1/16" on each end to allow for contraction of the material due to temperature change in the field. Seller shall not be responsible for material contraction gaps between panels due to temperature change if it adheres to these manufacturing requirements.

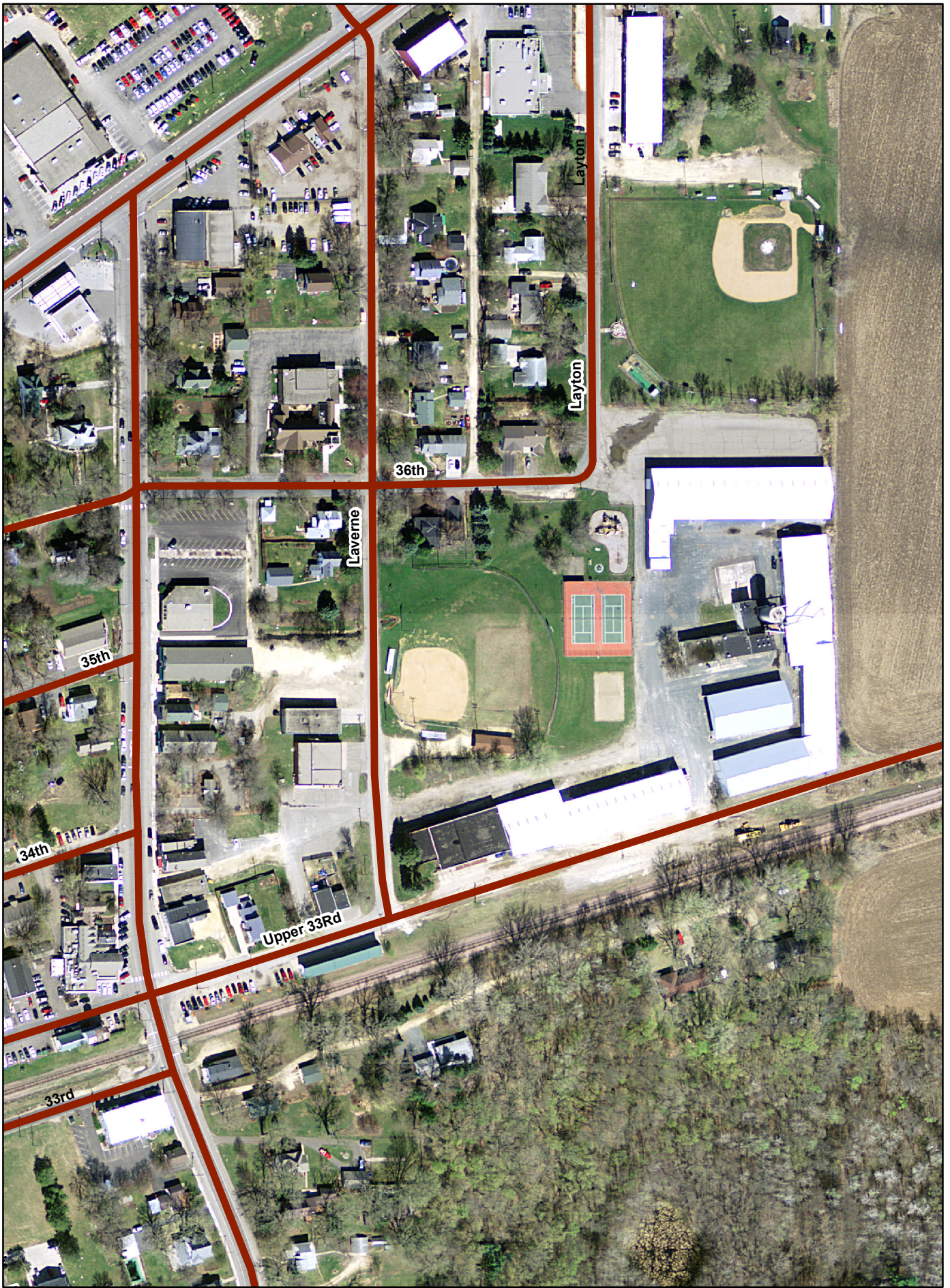
**12. Material Check-in.** (Installation supervision and supply only contracts) The Purchaser shall be responsible to verify the shipment for quantities and any damage caused from shipping for jobs that include installation supervision or are supply only. Any quantity variances and/or damage must be noted and reported to the Project Manager by filling out the Material Check-in Form and faxing it to the Project Manager. Missing/damaged items must be reported within 24 hours of receipt to receive credit. All boxes will be clearly marked by the Seller. The Ship list will clearly identify the contents and quantities of the shipment. It is the responsibility of the Purchaser to verify that all box numbers in the hardware crate are accounted for, not to open and count each individual item in a box. The Purchaser must count anything that is not boxed.





## 3 YEAR LIMITED WARRANTY

1. **What Is Covered By This Limited Warranty** - Becker Arena Products, Inc. ("BAP") warrants to the original purchaser ("Purchaser") that the BAP system (the "System") that is subject of this sale (a) conforms to BAP's published specifications and (b) is free from defects in material or workmanship. This warranty is not transferable by Purchaser, including any transfer by operation by law. The duration of this warranty is one year from the date of delivery to the original Purchaser. In the event of any claim of defect during the warranty period, Purchaser shall promptly notify Seller in writing of the claimed defect. Within a reasonable time after such notification Purchaser shall provide Seller full access to the products to inspect, repair, and/or replace the products in question. Seller's sole obligation shall be to correct any actual defect by repair, replacement, or adjustment as determined in Seller's sole discretion. In no event shall notification be effective if received by BAP later than 37 months from date of delivery of the System. These remedies are Purchaser's **exclusive** remedies for breach of warranty. BAP is under no obligation to honor this limited warranty during any time in which Purchaser is in default in its obligations to BAP.
2. **What Is Not Covered By This Warranty** – BAP does not warrant (a) any product, component or parts not manufactured by BAP, (b) defects caused by failure to provide a suitable installation environment for the System, (c) defects caused by failure to follow BAP's System maintenance schedule, (d) damage caused by use of the System for purposes other than those for which it was designed, (e) damage caused by a disaster such as fire, flood, wind or lightning, (f) damaged caused by unauthorized attachments or modifications to the System, (g) damage during shipment, or (h) any other abuse or misuse by Purchaser or the System.
3. **Disclaimer Of Warranty** – THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR ANY WARRANTIES FOUND UNDER ARTICLE 35(2)(a) AND (b) OF THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS 1980.
4. **Limitations Of Remedies** – In no case shall BAP be liable for any special, incidental or consequential damages based upon breach of warranty, breach of contract, negligence, strict tort or any other legal theory. Such damages include, but are not limited to, loss of profits, loss of savings revenue, loss of use of System or any associated equipment, cost of capital, cost of any substitute equipment, facilities or service, downtime, the claims of third parties (including customers) and injury to property. This limitation does not apply to claims for personal injury. Some states do not allow limits on warranties or on remedies for breach in certain transactions. In such states, the limits in this Section 4 and in Section 3 above may not apply.
5. **Time Limit For Bringing Suit** – Any action for a breach of warranty must be commenced within 37 months following delivery of the System.
6. **No Other Warranties** – Unless modified in a writing signed by both parties, this agreement is understood to be the complete and exclusive agreement between the parties, superseding all prior agreements, oral or written, and all other communications between the parties relating to the subject matter of this agreement. No employee of BAP or any other party is authorized to make any warranty in addition to those made in this agreement.
7. **Allocation Of Risk** – This warranty allocates the risk of product failure between BAP and Purchaser. This allocation is recognized by both parties and is reflected in the price of the System. Purchaser acknowledges it has read this warranty, understands it and is bound by its terms.







## STAFF REPORT

DATE: 8/8/2018

**CONSENT**

ITEM #: 11

**MOTION**

**TO:** City Council

**FROM:** Emily Becker, Planning Director

**AGENDA ITEM:** Boulder Ponds 3<sup>rd</sup> Addition Developer Agreement

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

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### **BACKGROUND:**

The City Council approved the Boulder Ponds 3<sup>rd</sup> Addition Final Plat and PUD Plans at its June 19, 2018 meeting. It was a condition of approval that the developer enter in to a Development Agreement with the City.

### **ISSUE BEFORE COUNCIL:**

To approve Resolution 2018-\_\_ approving the Developer's Agreement for Boulder Ponds 3<sup>rd</sup> Addition.

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

One of the conditions of approval for the Boulder Ponds 3<sup>rd</sup> Addition Final Plat specifies that the developer enter into a Developer's Agreement prior to the execution of the plat by City officials. The attached draft agreement is consistent with the City's developer agreement template. The key aspects of the agreement include the following components:

- That all improvements to be completed by October 31, 2019.
- That the developer provide a letter of credit in the amount of 125% of the total cost of the proposed improvements. The construction estimates provided have been reviewed by the City Engineer and found to be accurate. The necessary letter of credit to secure the construction activity and expenses will be \$1,178,981 for the 3<sup>rd</sup> phase of the Boulder Ponds development.
- That the developer provide a cash deposit of \$249,341 for SAC and WAC charges, engineering administration, one year of street light operating costs, and other City fees.

- A payment to the developer of \$19,042 for oversizing costs associated with the installation of a 12-inch water main as identified in the plans shall be made within thirty days of acceptance of the improvements.

**FISCAL IMPACT:**

Future financial impacts of the development include maintenance of streets, trails, sanitary sewer mains, watermains and other public infrastructure, maintenance of storm water ponding areas (after two years), maintenance of the landscaping in public areas, monthly lease payments for four street lights, and other public financial responsibilities typically associated with a new development.

**RECOMMENDATION:**

Based on the above Staff Report, Staff is recommending that the City Council approve the Developer's Agreement for Boulder Ponds 3<sup>rd</sup> Addition and that the Council direct the Mayor and Staff to execute this document once the financial security and cash requirements have been received. The suggested motion to adopt the Staff recommendation is as follows:

***“Move to adopt Resolution 2018-093, approving the developer’s agreement for the Boulder Ponds 3<sup>rd</sup> Addition planned residential development.”***

**ATTACHMENTS:**

1. Resolution 2018-093
2. Boulder Ponds 3<sup>rd</sup> Addition Development Agreement

*(reserved for recording information)*

## **DEVELOPMENT AGREEMENT**

*(Public sewer and water)*

### ***Boulder Ponds 3<sup>rd</sup> Addition***

**THIS DEVELOPMENT AGREEMENT is** dated \_\_\_\_\_, 2018, by and between the **CITY OF LAKE ELMO**, a Minnesota municipal corporation (the “City”) and OP4 Boulder Ponds, LLC, a Minnesota limited liability company (the “Developer”).

**1. REQUEST FOR PLAT APPROVAL.** The Developer has asked the City to approve a plat for Boulder Ponds 3<sup>rd</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 120 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 prepared deeds conveying fee title of Outlot A to the City and provided copies of the executed deed to the City for recording with Washington County;
- B. 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;
- C. the Developer has executed and recorded with Washington County the storm water maintenance and easement agreement in the City's standard form;
- D. this Agreement has been executed by the Developer and the City;
- E. the required Security (as hereinafter defined) have been received by the City from or on behalf of the Developer;
- F. final construction plans and specifications have been submitted by the Developer and approved by the City Engineer;
- G. 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;
- H. the Developer has paid any outstanding assessments and taxes for the property or property being deeded to the City;
- I. The Developer has escrowed money with the City in an amount sufficient to pay the estimated property taxes attributable to Outlot A for 2019;
- J. the Developer has fulfilled any park dedication requirements as specified under this Agreement;

- K. 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;
- L. the Developer has provided the City with a certificate of insurance required by this Agreement;
- M. 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;
- N. the final plat has been recorded with Washington County;
- O. all homeowners' association declarations, covenants, and restrictions have been submitted, reviewed, and approved by the City Attorney;
- P. a title insurance policy has been issued in the amount of \$100,000 in favor of the City, insuring Outlot A and the City's interests as they appear on the plat; and
- Q. 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. 2018-065, 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. Streets and sidewalks;

- F. Trails;
- G. Underground private utilities;
- H. Landscaping;
- I. Street lighting and signage;
- J. Intersection improvements (turn lanes, by-pass lanes, traffic control, etc.);
- K. Tree preservation and reforestation;
- L. Wetland mitigation and buffers; and
- M. 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 35 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, 2018, with the exception of the final wear course of asphalt on streets. The Developer shall install the bituminous wearing course of streets after the first course has weathered a winter season, consistent with warranty requirements, however, final acceptance of the Subdivision Improvements by the City will not be granted until all work is completed, including the final wear course. 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. Final wear course placement outside of this time frame must have the written approval of the City Engineer.

**12. MAINTENANCE DURING CONSTRUCTION.** The Developer shall be responsible for all maintenance of the Subdivision Improvements including the snow plowing of the streets, roads and alleys 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. In the event residences are occupied prior to completing streets, the Developer shall maintain a smooth surface and provide proper surface drainage to ensure that the streets are passable for traffic and emergency vehicles. The Developer shall be responsible for keeping streets within and without 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.

Prior to the City's acceptance of the streets the City may agree, at the City's sole

discretion, to keep the streets open during winter months by plowing snow. The City will consider snow plowing streets on a case-by-case basis and under the following conditions. 1) the Developer must request in writing the streets it is requesting to be plowed by the City, with such request received prior to October 1st of each winter season that plowing is requested; 2) there must be residences along the street; 3) for streets that do not have the bituminous wear course placed, the Developer must install paved wedges along all curb lines and catch basins of the street; 4) gate valves and manholes must be level with the pavement surface; 5) street curves, center medians, and other protrusions in the right-of-ways must be delineated with "HI-VIS" fiberglass stakes; 6) a site review must be scheduled by the Developer and conducted with the City's Public Works Department with the Developer in attendance to review the that are being requested to be plowed prior to the commitment of plowing by the City; 7) the Developer must agree not to hold the City responsible for any damage caused by snow plowing operations to the streets, curb and gutter, manholes, catch basins or other infrastructure; and 8) the Developer shall enter into an agreement with the City for plowing of the streets.

**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 grading, public utility construction, and street construction is restricted to access the Subdivision via 5<sup>th</sup> Street North. No construction traffic is permitted on other adjacent local streets.

**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. SITE GRADING.** In order to construct the Subdivision Improvements and otherwise prepare the Property for development, it will be necessary for the Developer to grade the Subdivision. All grading must be done in compliance with this Agreement and the approved grading plans. Within 30 days after completion of the grading, the Developer shall provide the City with an "as built" grading plan and a certification by a registered land surveyor or engineer as required in the City's Engineering Design and Construction Standards Manual.

**18. STREET AND UTILITY IMPROVEMENTS.** All storm sewers, sanitary sewers, watermain, and streets, including turn lane and intersection improvements, 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. Curb and gutter, the first lift of the bituminous streets, sidewalks, boulevards graded, street signs installed, and all restoration work on the site shall 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.

**19. 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 lawns and yards 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."

**20. SIGNAGE, STREET LIGHTING AND OTHER UTILITIES.** The Developer agrees to



install street signs, traffic and parking signs, and pavement markings within the Subdivision 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.

**21. 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.

**22. PARK DEDICATION.** The Developer shall deed Outlot A to the City. Outlot A consists of 1.77 acres of park land that contains that portion of the northern greenbelt park that is not within the Xcel Energy easement. The conveyance of Outlot A to the City by the Developer satisfies the City's park dedication requirements for all phases of the Boulder Ponds development.

**23. 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 paid by the Developer to the City prior to recording the final plat. The total amount to be paid by the Developer is \$99,000.00.

The water availability charge (WAC) in the amount of \$3,000.00 per REC shall be paid by the Developer to the City prior to recording the final plat. The total amount to be paid by the Developer is \$99,000.00.

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.

**24. STREET LIGHTS.** The Developer is responsible for the cost of street light installation consistent with a street lighting plan approved by the City. Before the City signs the final plat, the Developer shall post a Security for street light installation consistent with the approved plan. The required Security is \$24,000 and consists of four decorative lights at \$6,000 each. The Developer shall also pay the City \$129/light (\$387.00) to reimburse the City for the first year operating costs for the street lights.

**25. WETLAND MITIGATION.** The Developer shall complete wetland mitigation/restoration in accordance with the approved Plans and in accordance with any applicable Watershed or agency permits. If the mitigation work is found to be incomplete or restoration is unsuccessful, the City may draw down the Security at any time during the warranty period to perform the work if the Developer fails to take corrective measures after being provided reasonable notice by the City.

**26. BUILDING PERMITS/CERTIFICATES OF OCCUPANCY.**

A. No building permit shall be issued for any lot within the Subdivision, or within a

completed phase of the Subdivision in a City preapproved phasing plan, until such time that sanitary sewer, water, storm sewer, curbing and one lift of asphalt has been installed and tested for all public streets; boulevard grading has been completed within the entire right-of-way (without hold down grading for the future sidewalk or any other improvements),; street and traffic control signs are installed; property monuments have been installed and grading as-built plans have been submitted and approved by the City. A “preapproved phasing plan” is defined as a phased construction plan that has been submitted by the Developer and approved by the City in advance of the preconstruction meeting for the Subdivision. Once the construction has started, the City will not consider revisions to the phasing plan for the purpose of issuing building permits.

- B. Issuance of a single building permit for a “model home” may be authorized by the City Planning Director prior to the completion of the Subdivision Improvements described in paragraph 26 (A) above, if there is safe public access to the lot that is sufficient to allow construction to proceed and there is a grading as-built plan approved by the City for the lot and all downstream storm water drainage facilities. However, the City will not issue a certificate of occupancy for any “model home” until all conditions identified in paragraph 26 (A) above have been completed. The Developer shall use the model home only for real estate sales purposes and no other purposes.
- C. Prior to issuance of building permits, wetland buffer monuments shall be placed in accordance with the City’s zoning ordinance. The monument design shall be approved by the Planning Department.
- D. Breach of the terms of this Agreement by the Developer, including nonpayment of billings from the City, shall be grounds for denial of building permits, certificates of

occupancy, and withholding of other permits, inspection or actions and the halting of all work in the Subdivision.

- E. If building permits are issued prior to the acceptance of the public Subdivision Improvements by the City, the Developer assumes all liability and costs resulting in delays in completion of public Subdivision Improvements and damage to public Subdivision Improvements caused by the City, the Developer, the Developer's contractors, subcontractors, materialmen, employees, agents, or any third parties.
- F. If building permits are issued prior to the construction of front yard sidewalks or trails, the Developer assumes all responsibility for the coordination, liability and costs to:
  - 1) ensure that the sidewalks and trails are constructed prior to any driveways for any lots with sidewalks or trails; 2) that the sidewalks and trails are constructed continuously from end of street to end of street without exceptions or gaps in the sidewalk or trail; 3) that there is a stop work order on all building construction for impacted lots during the sidewalk and trail construction and curing periods to prohibit traffic prior to City approval; and, 4) that all boulevard grading and restoration re-work is completed immediately following the sidewalk or trail construction.
- G. No sewer and water connection permits may be issued until the streets needed for access have been paved with a bituminous surface and the utilities are tested and approved by the City Engineer.

**27. 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.

**28. CITY PAYMENTS.** The City shall reimburse the Developer in the amount of \$19,042 for oversizing costs associated with the installation of 12 inch water main as identified on the Plans. City payments shall be made within thirty days of the City's final acceptance of the Improvements, but only if the Developer is not in default to this Contract. 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 Contract or under applicable laws, ordinances or rules.

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

- A. Implementation of the recommendations listed in the May 25, 2018, Engineering memorandum.
- B. Upon the recording of the final plat, the Developer shall convey Outlot A to the City by warranty deed, free and clear of any and all encumbrances, unless otherwise agreed to by the City.
- C. The Developer must obtain a sign permit from the City Building Official prior to installation of any subdivision identification signs.
- D. All public trails shall be located within outlots, at least 30 feet in width, and either be dedicated to the City in the plat or an easement in a form acceptable to the City be provided. The title policy to be provided to the City shall insure the City's interests in this property.

- E. 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.

**30. 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 homeowner association documents, covenants, and restrictions 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.

**31. 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.

**32. 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.

**33. 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.

**34. 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 street construction, including

concrete curb and gutter, sidewalks and trails, materials and equipment shall be subject to one year from the date of final written acceptance of the work.

- C. The required warranty period for sod, trees, and landscaping is two years from the date of final written City acceptance of the installation.

**35. 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 \$1,178,981. 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.

**36. 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. Upon completion of grading operations, including temporary site restoration. The Developer must submit an as-built grading survey to the City that at a minimum establishes the as-built grades at all lot corners and downstream drainage conveyance systems and storm water ponds. Upon inspection of the site and approval of the as-built survey by the City, 100 percent, or \$83,088, of the Security associated with grading may be released. This Security reduction does not include amounts related to erosion and sedimentation control.
- B. 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 \$217,748 may be released when all sanitary sewer and water main 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 \$190,642 may be released when all streets, sidewalks, and storm sewer have been installed and tested, and have 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 \$316,479 may be

released when all remaining Developer's obligations under this Agreement have been completed including: (1) bituminous wear course; (2) street lighting and private utilities; (3) trails; (4) bio retention facilities; (5) 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, 12 and 13: The amount of \$97,052 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.
- C. 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.
  - D. 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.
  - E. In addition to the above project milestone based Security reductions, the Developer may submit a written request and upon receipt of proof satisfactory to the City Engineer that work is progressing 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 a one-time reduction in the Security

for Construction Categories 2-5 in an amount not to exceed 50 percent of the initial Security amount. This one-time Security reduction does not apply to Categories 4-5 if boulevard sidewalks or trails have not been installed.

F. 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.

**37. 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:

Sewer Availability Charge (SAC):	\$99,000
Water Availability Charge (WAC):	\$99,000
Park Dedication:	\$0
Street Light Operating Fee:	\$516
City Base Map Upgrading (\$25.00 per REU):	\$825
City Engineering Administration Escrow:	\$50,000
<b>TOTAL CASH REQUIREMENTS:</b>	<b>\$249,341</b>

**38. 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: 1660 Highway 100 South, Suite 400, St. Louis Park, MN 55416. 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., Lake Elmo, Minnesota 55042.

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

to the execution of the plat.

**40. 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.

**41. 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.

**42. 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.

**43. 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 \_\_\_\_\_, 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 corporation and pursuant to the authority granted by its City Council.

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

**OP4 BOULDER PONDS, LLC**

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

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

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

The foregoing instrument was acknowledged before me this \_\_\_\_, day of \_\_\_\_\_, 2018, by \_\_\_\_\_, the \_\_\_\_\_ of OP4 Boulder Ponds, LLC, a Minnesota limited 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 \_\_\_\_\_, 2018.

\_\_\_\_\_  
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 \_\_\_\_\_, 2018.

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

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

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2018, 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 \_\_\_\_\_, 2018.

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

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

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_,  
2018, 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**

Outlot K, Boulder Ponds 1<sup>st</sup> Addition, Washington County, Minnesota, according to the recorded plat thereof.

## EXHIBIT B TO DEVELOPMENT AGREEMENT

### List of Plan Documents

The following documents prepared by SEH, Inc. and Westwood, collectively constitute the Plans:

THOSE DOCUMENTS BY

AS FOLLOWS:

<u>SHEET</u>	<u>TITLE</u>	<u>REVISION DATE</u>
1 of 20 of Construction Plans for Sanitary Sewer, Watermain, Storm Sewer, Street Construction, Turf Establishment	Title Sheet	
2 of 20 of Construction Plans for Sanitary Sewer, Watermain, Storm Sewer, Street Construction, Turf Establishment	Typical Section Sheet	
3 of 20 of Construction Plans for Sanitary Sewer, Watermain, Storm Sewer, Street Construction, Turf Establishment	Phasing Plan	
4 of 20 of Construction Plans for Sanitary Sewer, Watermain, Storm Sewer, Street Construction, Turf Establishment	Grading Plan	
5 of 20 of Construction Plans for Sanitary Sewer, Watermain, Storm Sewer, Street Construction, Turf Establishment	Soil Correction Plan	
6-9 of 20 of Construction Plans for Sanitary Sewer, Watermain, Storm Sewer, Street Construction, Turf Establishment	Details	
10-13 of 20 of Construction Plans for Sanitary Sewer, Watermain, Storm Sewer, Street Construction, Turf Establishment	Sanitary Sewer & Water Main Plan	
14-16 of 20 of Construction Plans for Sanitary Sewer, Watermain, Storm Sewer,	Street & Storm Sewer Plan	

<b>Street Construction, Turf Establishment</b>		
<b>17-18 of 20 Construction Plans for Sanitary Sewer, Watermain, Storm Sewer, Street Construction, Turf Establishment</b>	<b>Trail Plan and Profile Sheets</b>	
<b>19 of 20 of Construction Plans for Sanitary Sewer, Watermain, Storm Sewer, Street Construction, Turf Establishment</b>	<b>Turf Establishment</b>	
<b>20 of 20 of Construction Plans for Sanitary Sewer, Watermain, Storm Sewer, Street Construction, Turf Establishment</b>	<b>Signing &amp; Striping</b>	
<b>LS1 of 10 of Final Landscape Plan</b>	<b>Overall Planting Plan</b>	
<b>LS2-LS10 of 10 of Final Landscape Plan</b>	<b>Final Landscape Plan</b>	



## EXHIBIT C TO DEVELOPMENT AGREEMENT

### Subdivision Improvements Cost/Security Amount Estimate

<u>CONSTRUCTION CATEGORY</u>	<u>COST</u>	<u>125percent</u>
1 <u>Grading</u>	\$66,470	\$83,088
2 <u>Sanitary Sewer</u>	\$101,852	\$127,315
3 <u>Watermain</u>	\$130,412	\$163,015
4 <u>Storm Sewer (includes pond structures and outfall pipes)</u>	\$55,845	\$69,806
5 <u>Streets and Sidewalks</u>	\$147,506	\$184,383
6 <u>Trails</u>	\$18,725	\$23,406
7 <u>Surface Water Facilities (ponds, infiltration basins, other BMPs)</u>	\$55,849	\$69,811
8 <u>Street Lighting</u>	\$24,000	\$30,000
9 <u>Street and Traffic Signs</u>	\$738	\$923
10 <u>Private Utilities (electricity, natural gas, telephone, and cable)</u>	\$0	\$0
11 <u>Landscaping Improvements</u>	\$103,522	\$129,403
12 <u>Tree Preservation and Restoration</u>	\$0	\$0
13 <u>Wetland Mitigation and Buffers</u>	\$0	\$0
14 <u>Monuments</u>	\$3,300	\$4,125
15 <u>Erosion and Sedimentation Control</u>	\$12,450	\$15,563
16 <u>Hudson Boulevard Turn Lane Improvements</u>	\$217,516	\$271,895
17 <u>Developer's Record Drawings</u>	\$5,000	\$6,250
 <b><u>TOTALS</u></b>	 <b>\$943,185</b>	 <b>\$1,178,981</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. 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: \_\_\_\_\_

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

**RESOLUTION NO. 2018-093**

*A RESOLUTION APPROVING THE DEVELOPER'S AGREEMENT FOR THE THIRD PHASE  
OF THE BOULDER PONDS PLANNED RESIDENTIAL DEVELOPMENT*

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

**WHEREAS**, OP4 Boulder Ponds, LLC, c/o Excelsior Group, LLC, 1600 Highway 100 S, Ste 400, St. Louis Park, MN 55416 ("Applicant"), has previously submitted an application to the City of Lake Elmo ("City") for a Final Plat for Boulder Ponds; and

**WHEREAS**, the Lake Elmo City Council considered and approved the Preliminary Plat request for Boulder Ponds at a meeting held on September 16, 2014; and

**WHEREAS**, The Lake Elmo City Council adopted Resolution No. 2018-065 on June 19, 2018 approving the Final Plat for Boulder Ponds 3<sup>rd</sup> Addition; and

**WHEREAS**, A condition of said Resolution No. 2018-065 establishes that, prior to the execution of the Final Plat by City officials, the Applicant is to enter into a Developer's Agreement with the City; and

**WHEREAS**, the Applicant and City have agreed to enter into such a contract, and a copy of the Developer's Agreement was submitted to the City Council for consideration at its August 8, 2018 meeting.

**NOW, THEREFORE**, based on the information received, the City Council of the City of Lake Elmo does hereby approve the Developer's Agreement for Boulder Ponds 3<sup>rd</sup> Addition and authorizes the Mayor and City Clerk to execute the document.

Passed and duly adopted this 8<sup>th</sup> day of August 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