



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

**NOTICE OF MEETING
City Council Meeting
Tuesday, May 20, 2014 7:00 P.M.
City of Lake Elmo | 3800 Laverne Avenue North
AGENDA**

- 7:00** **A. Call to Order**
 B. Pledge of Allegiance
 C. Roll Call
 D. Order of Business
 E. Approval of Agenda
 F. Accept Minutes
 1. Accept May 6, 2014 City Council Meeting Minutes
- G. Council Reports**
 • **Mayor**
 a. Julie Fliflet appointment to Finance Committee
- **Council**
- 7:10** **H. Public Comments/Inquiries**
 I. Presentations –
 a. Lake Elmo Rotary
 b. Lake Elmo Elementary Speak Your Peace Recap
 c. Fire Department New Officer
 d. Damon Farber Associates Streetscape Design
- 8:00** **J. Finance Consent Agenda**
 2. Approve Payment of Disbursements and Payroll
 3. Accept Financial Report dated April 30, 2014
 4. Accept Building Report dated April 30, 2014
 5. Accept City Assessor report dated April 30, 2014
 6. Production Well No. 4 – Pay Request No. 6
 7. Section 34 Water and Sewer Utility Extension Improvements – Pay Request No. 4
- 8:10** **K. Other Consent Agenda**
 8. Driveway Ordinance Amendment, ***Ordinance 08-109***
 9. City Code Amendment - Net Density Definition, ***Ordinance 08-110***
- L. Regular Agenda**
 10. Approval of Park Equipment Purchase: Pick-Up, Trailer, and Utility Vehicle
 11. Approval of Aerial Fire Truck Purchase
 12. Savona Developer's Agreement, ***Resolution No. 2014-31***
 13. 2014 Seal Coat Project – Accept Bids and Award Contract, ***Resolution No. 2014-32***
 14. PUBLIC HEARING: 12th Street Vacation, ***Resolution No. 2014-33***
- M. Staff Reports and Announcements**
 • **City Administrator**
 • **City Attorney**
 • **Planning Director**
 • **City Engineer**
 • **Finance Director**
 • **City Clerk**
- 9:00** **N. Adjourn**

*****Item times are estimates and subject to change*****

LAKE ELMO CITY COUNCIL MINUTES

MAY 6, 2014

CITY OF LAKE ELMO
CITY COUNCIL MINUTES
MAY 6, 2014

Mayor Pearson called the meeting to order at 7:01 pm.

PRESENT: Mayor Mike Pearson and Council Members Wally Nelson, and Anne Smith.

Absent: Council Members Mike Reeves and Justin Bloyer. (Bloyer viewed meeting electronically)

Staff present: City Administrator Zuleger, City Attorney Snyder, Community Development Director Klatt, City Engineer Griffin, Finance Director Bendel, and City Clerk Bell.

PLEDGE OF ALLIGENCE

APPROVAL OF AGENDA

Council Member Nelson requested Consent Agenda Item 4 be pulled for discussion

MOTION: Council Member Smith moved **TO APPROVE THE MAY 6, 2014 CITY COUNCIL AGENDA AS AMENDED.** Council Member Nelson seconded the motion. **MOTION PASSED 3-0.**

ITEM 1: ACCEPT MINUTES

THE APRIL 15, 2014 CITY COUNCIL MINUTES WERE APPROVED AS PRESENTED BY CONSENSUS OF THE CITY COUNCIL.

COUNCIL REPORTS:

Mayor Pearson: Attended lib volunteer appreciation meeting.

Council Member Nelson: Working on pro formas; conducted ride along with building official.

Council Member Smith: Reminded council about speak your peace in regards to recent letters to the editors. She called for increased decorum in correspondence.

PUBLIC COMMENTS

PRESENTATION

Jaycees President Heather Noyes and Leigh Smith presented check to the city of Lake Elmo in amount of \$10,000. The council thanked the Jaycees for all their hard work in the community.

Item 9 was moved to beginning of regular agenda.

CONSENT AGENDA

2. Approve Payment of Disbursements and Payroll
3. Well No. 4 Connecting Watermain Improvements – Pay Request No. 1
4. ~~Damon Farber Associates – Lake Elmo Avenue Preliminary Streetscape Design Services~~

MOTION: Council Member Nelson moved **TO APPROVE THE CONSENT AGENDA AS AMENDED.** Council Member Smith seconded the motion. **MOTION PASSED 3-0.**

ITEM 4: DAMON FARBER ASSOCIATES – LAKE ELMO AVENUE PRELIMINARY STREETScape DESIGN SERVICES

City Administrator Zuleger explained why Damon Farber was selected over SEH. The project was put out to bid and DFA came in lower. Washington County is using SEH. Due to cost savings and existing relationship with the theming work city has done retaining DFA is beneficial. Finance Director Bendel explained how it would be financed. It will be recovered from capitalization and bonding.

Council Member Smith stated that Planner Johnson explained that if SEH was chosen, the county would have to review it first. Using DFA will give the City more direct control.

LAKE ELMO CITY COUNCIL MINUTES

MAY 6, 2014

MOTION: Council Member Smith moved TO APPROVE THE DOWNTOWN LAKE ELMO AVE. PRELIMINARY STREETScape DESIGN TASK ORDER SUBMITTED BY DAMON FARBER ASSOCIATES FOR AN AMOUNT NOT TO EXCEED, WITHOUT APPROVAL, \$27,600. Council Member Nelson seconded the motion. MOTION PASSED 3-0.

ITEM 9: LATERAL BENEFIT POLICY – WATER & SEWER. ORD. 08-108

City Administrator Zuleger explained background on the lateral benefit charge and the related challenges that are unique to current Lake Elmo projects regarding differing service areas. The Council recently had a special meeting on 4/23 to discuss the LBC.

MOTION: Mayor Pearson moved TO APPROVE ORDINANCE NO. 08-108 TO ESTABLISH A FORMULA FOR LEVYING LATERAL BENEFIT ASSESSMENTS FOR BUILDING UNIT (PARCELS) BOTH IN AND OUT OF UTILITY AREAS DESIGNATED BY THE COMPREHENSIVE PLAN. Council Member Nelson seconded the motion.

Council Member Nelson expressed his desire to eliminate section 3 or a portion thereof.

MOTION: Council Member Nelson moved TO AMEND THE MOTION BY STRIKING ALL LANGUAGE FOLLOWING THE FIRST SENTENCE OF PARAGRAPH 3. Council Member Smith seconded the motion. MOTION TO AMEND PASSED 3-0.

ORIGINAL MOTION PASSED 3-0.

City Administrator Zuleger left the meeting at 7:30 pm to attend state bonding meetings at the State Capitol.

REGULAR AGENDA

ITEM 5: PUBLIC HEARING: 39TH STREET N: STREET & SANITARY SEWER IMPROVEMENTS – IMPROVEMENT HEARING; ORDER PLANS AND SPECIFICATIONS; RES. NO. 2014-27

City Engineer Griffin explained the scope and status of the project. Assessments will be paid over 10 years pursuant to the assessment policy. It was noted that the property owners to the south have contacted city about expanding the project across Highway 5.

Council Member Nelson sought clarification of the City's liability for the project regarding the waivers. Mr. Griffin explained that the waivers eliminate the opportunity to appeal.

MOTION: Council Member Nelson moved TO OPEN THE PUBLIC HEARING. Council Member Smith seconded the motion. MOTION PASSED 3-0. PUBLIC HEARING OPENED AT 7:48 PM.

No public input.

MOTION: Council Member Smith moved TO CLOSE THE PUBLIC HEARING. Council Member Nelson seconded the motion. MOTION PASSED 3-0. PUBLIC HEARING Closed AT 7:49 PM.

MOTION: Council Member Nelson moved TO ADOPT RESOLUTION NO. 2014-27 ORDERING THE 39TH STREET NORTH: STREET AND SANITARY SEWER IMPROVEMENTS AND THE PREPARATION OF PLANS AND SPECIFICATIONS CONTINGENT UPON THE CITY RECEIVING ALL OF THE PETITION AND WAIVER AGREEMENTS AND GREEN ACRES DOCUMENTATION BY DEADLINE OF CLOSE OF BUSINESS, MONDAY (5/12). Council Member Smith seconded the motion.

Council discussed the merit versus risk of requiring 100% of waivers prior to ordering project. It was stated that setting deadline for 100% compliance makes a statement of what is expected.

Council Member Smith offered friendly amendment to extend deadline until Friday (5/16). Council Member Nelson accepted friendly amendment.

Mr. Griffin asked that design begin while waiting to receive waivers. Council supported permitting the design work to begin without delay.

Mayor Pearson cautioned that Council may face the possibility of the project being delayed by one of the smaller properties not complying in time.

MOTION PASSED 3-0.

Mr. Griffin explained how the engineering consultant recommendation was obtained. Council Member Smith inquired about the past difficulties the City has had with the recommended firm. Mr. Griffin explained that the past problem was because of a subcontractor, and a different project management team is being used.

MOTION: Council Member Smith moved TO APPROVE BOLTON & MENK AS PROFESSIONAL ENGINEERING DESIGN AND CONSTRUCTION SUPPORT SERVICES CONTRACT. Mayor Pearson seconded the motion. MOTION PASSED 3-0.

Council Member Nelson applauded staff on its efforts for this project.

ITEM 6: 2014 STREET IMPROVEMENTS – APPROVE PLANS & SPECIFICATIONS; AUTHORIZE AD FOR BIDS; RES. NO. 2014-28

City Engineer Griffin explained the scope and status of the project. June 5th is expected date for bids. The next council meeting after that Council will be asked to award the project. There are almost no changes since the feasibility report. Mr. Griffin summarized technical aspects of some of the various project areas and explained the assessments for the various parcels. The total estimated project cost is \$1,811,000, of which \$1,329,200 (73%) is the City's share. The estimated assessment revenue is \$481,800 (27%). Mr. Griffin explained the remaining schedule.

Council Member Smith asked about portion in West Lakeland. Mr. Griffin explained that the portion is included.

MOTION: Mayor Pearson moved TO APPROVE RESOLUTION NO. 2014-28, APPROVING THE PLANS AND SPECIFICATIONS AND ORDERING THE ADVERTISEMENT FOR BIDS FOR THE 2014 STREET IMPROVEMENTS. Council Member Smith seconded the motion.

Mayor Pearson asked to look into other funding sources instead of bonding. Council discussed using undesignated fund balance and agreed it is important to not affect the bond rating.

MOTION PASSED 3-0.

ITEM 7: WEDDING VENUE ORDINANCE; ORD. 08-107, RES. NO. 2014-29

Community Development Director Klatt provided overview of the proposed ordinance. Planning Commission did not feel that the parcel should host receptions. The history of the previous ordinance was also referenced. The Planning Commission recommended passage of this proposal with a few alterations.

Council Member Nelson asked about duration of the Interim Use Permit. Mr. Klatt explained the duration can be from 1 to more than 10 years. They are typically granted 1 year for initial permit and then after evaluating extend the duration.

Mayor Pearson asked how the 150 number of guests was arrived at. The applicant proposed the number and it is similar to what neighboring community Afton has. Mayor Pearson also asked about the three hour limit. Set up and take-down time is not included.

MOTION: Council Member Smith moved TO ADOPT ORDINANCE 08-107 ADDING PROVISIONS CONCERNING COMMERCIAL WEDDING CEREMONY VENUES TO THE ZONING ORDINANCE. Council Member Nelson seconded the motion.

Council Member Smith noted that the current proposal was much different than previous iteration. Her parcel is appropriate for this type of activity. Ms. Smith thanked the applicant for scaling it down and compromising. She also commended the Planning Commission on their work.

Mayor Pearson asked about tent time limitation. Ms. Smith stated that 48 hours may be better. Council Member Nelson prefers 72 hours. Mayor Pearson also supported 72 hours.

MOTION: Council Member Smith moved TO AMEND THE MOTION EXTENDING THE TIME LIMIT FOR TENT REMOVAL TO 72 HOURS. Council Member Nelson seconded the motion. MOTION TO AMEND PASSED 3-0.

ORIGINAL MOTION PASSED 3-0

LAKE ELMO CITY COUNCIL MINUTES

MAY 6, 2014

City Clerk Bell explained that the summary publication resolution needs 4/5 vote and due to the lack of 4 Council Members being present the resolution would need to be postponed.

ITEM 8: CONDITIONAL USE PERMIT – VERIZON WIRELESS COMMUNICATIONS TOWER; RES. NO. 2014-30

Community Development Director Klatt provided overview of the proposed CUP. He introduced Garret Lysiak – consultant communications engineer from OWL Engineering.

Faulk and Foster Real Estate, Inc. (c/o Blake Conklin) on behalf of Verizon Wireless Communications applied for a Conditional Use Permit to install a new 125-foot telecommunications tower on the site of the Oakland Junior High School in Lake Elmo. The Planning Commission recommended approval.

Mr. Lysiak explained his methodology and summarized the results of his findings. It was noted that the tower itself was of adequate and appropriate design. Mr. Lysiak stated that the proposed tower is not a radiation hazard. RF radiation is actually lower for users when closer to the tower. The Council discussed hiding the tower. It was explained that efforts to hide the towers are not that effective.

Mayor Pearson asked how many towers a year Mr. Lysiak reviews. He responded about a dozen full proposals but several more partial reviews. None of the reviews have found that the tower is not needed. It was explained that it is not in the companies' financial interest to select poor placement.

MOTION: Council Member Smith moved TO ADOPT RESOLUTION 2014-30, APPROVING A CONDITIONAL USE PERMIT AMENDMENT REQUEST BY VERIZON WIRELESS TO CONSTRUCT A 125 FOOT TELECOMMUNICATIONS TOWER ON THE SITE OF THE OAKLAND JUNIOR HIGH SCHOOL. Council Member Nelson seconded the motion. MOTION PASSED 3-0.

Mayor Pearson noted that Mr. Zuleger was at capitol working on bonding request. The fire truck purchase will be on the next meeting's agenda.

City Attorney Snyder: reported working on 39th Street waivers; participated in Savona/Section 34 meetings; working on nuisance properties legal issues.

Community Development Director Klatt: working on 5 preliminary plats. Hammes will be reviewed at next planning meeting; reported that the Planning Commission does not believe the discussed Animal Assisted Therapy ordinance is needed.

City Engineer Griffin: reported Well No. 4 is done and has quality production. Section 34 Watermain construction is proceeding.

Finance Director Bendel: working on cash flow analysis; finishing remaining audit issues. Expects audit to be done mid-June; working on bonding preparation; first quarter water bills have been sent out. Mayor Pearson asked about impact of delay on bonding. Ms. Bendel said there would be no impact on bonding because we have a draft available.

City Clerk Bell: attended MN Clerk Institute.

Mayor Pearson adjourned meeting at 8:57 am.

LAKE ELMO CITY COUNCIL

ATTEST:

Mike Pearson, Mayor

Adam R. Bell, City Clerk

DATE: May 20, 2014
CONSENT
ITEM – I. d. New Officers
MOTION

AGENDA ITEM: Fire Department – New Officers

SUBMITTED BY: Greg Malmquist, Fire Chief

THROUGH: Public Safety Committee

REVIEWED BY: City Administrator, Dean Zuleger

SUGGESTED ORDER OF BUSINESS:

- Introduction of Item Fire Chief
- Report/Presentation.....Fire Chief
- Questions from Council to Staff Mayor Facilitates
- Call for Motion Mayor & City Council
- Discussion..... Mayor & City Council
- Action on Motion..... Mayor Facilitates

POLICY RECCOMENDER: Public Safety Committee

FISCAL IMPACT: Reduction in Officer pay costs by one position. Long term impact will be less likelihood of Officers stepping down and loosing those training dollars spent.

SUMMARY AND ACTION REQUESTED: During the course of fire department structure by the Public Safety Committee, the officer structure was looked at. The structure consisted of 1-Chief, 2-District Chiefs, 4-Captains (only 2 of these positions filled due to low personnel #'s) and 2-Safety Officers. At the recommendation of PS Comm this has been restructured to 1-Chief, 1-Assistant Chief, 4-Captains (only 2 of these positions filled due to low personnel #'s) and 2-Lieutenants.

NOTE: Safety Officers were not a supervisory position, they dealt strictly with Safety matters. The creation of Lieutenants is a Jr. Fire Officer with supervisory responsibility.

Job descriptions were eliminated and rewritten. Each position was posted for 2 weeks followed by an interview process. While there were several applicants for the Station #1 Lt's. position and

it has been filled, we had only one applicant for the Station #2 Lt's. position. The lone applicant then withdrew the application for personal reasons. The dept. officers discussed at length and determined the best course of action was to delay re-posting of the position for 6 months. This will allow us to implement the new position at Station #1, make adjustments and will also stagger the 1 year terms of Lt. which will benefit us into the future.

Introduction and swearing in of new officers before Council.

LEGISLATIVE HISTORY:

BACKGROUND INFORMATION (SWOT):

Strengths	More efficient operation. Creation of Lieutenants positions will build a better prepared and trained officer program.
Weaknesses	Safety responsibilities now fall on all personnel and more specifically the officers. Shift in roles and responsibilities.
Opportunities	Greater opportunities for personnel to try officer role with minimal commitment.
Threats	Adjusting to new roles and responsibilities. Adjusting to Lieutenants role at emergency scenes.

RECOMMENDATION: Recognition of, Oath of Office and pinning of new officers in the fire department

Assistant Chief – Mike Cornell

Station #1 Captain – Nick Witter

Station #1 Lieutenant – Larry Cornell

Station #2 Lieutenant – Re-post in 6 months.

DATE: May 20, 2014
CONSENT
ITEM #2
MOTION

AGENDA ITEM: Approve Disbursements in the amount of \$282,142.09

SUBMITTED BY: Cathy Bendel, Finance Director

THROUGH: Cathy Bendel, Finance Director

REVIEWED BY: Dean Zuleger, City Administrator

SUGGESTED ORDER OF BUSINESS:

- Introduction of Item City Administrator
- Report/Presentation.....City Administrator
- Questions from Council to Staff Mayor Facilitates
- Call for Motion Mayor & City Council
- Discussion..... Mayor & City Council
- Action on Motion..... Mayor Facilitates

POLICY RECOMMENDER: Finance

FISCAL IMPACT: \$282,142.09

SUMMARY AND ACTION REQUESTED: As part of its Consent Agenda, the City Council is asked to approve disbursements in the amount of \$282,142.09. No specific motion is needed as this is recommended to be part of the *Consent Agenda*.

LEGISLATIVE HISTORY: NA

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.

Claim #	Amount	Description
ACH	\$ 12,554.16	Payroll Taxes to IRS & MN Dept of Revenue 5/15/14
ACH	\$ 6,014.30	Payroll Retirement to PERA 5/15/14
DD5483-DD5530	\$ 36,722.16	Payroll Dated (Direct Deposits) 5/15/14
41286-41351	\$ 226,071.47	Accounts Payable 5/20/14
2377-2389	\$ 780.00	Library Card Reimbursement 5/20/14
TOTAL	\$ 282,142.09	

RECOMMENDATION: Based on the aforementioned, the staff recommends the City Council approve as part of the Consent Agenda the aforementioned disbursements in the amount of \$282,142.09.

ATTACHMENTS:

1. Accounts Payable – check registers

Accounts Payable To Be Paid Proof List

User: PattyB
Printed: 05/15/2014 - 10:37 AM
Batch: 004-05-2014

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
ACEHARD Ace Hardware, Inc										
148890	04/28/2014	110.85	0.00	05/20/2014	Graffiti Removal - Paint		-			0000
101-450-5200-44030	Repairs/Maint Imp Not Bldgs									
	148890 Total:	110.85								
148903	04/30/2014	86.91	0.00	05/20/2014	Graffiti Removal		-			0000
101-450-5200-44030	Repairs/Maint Imp Not Bldgs									
	148903 Total:	86.91								
149181	04/21/2014	189.75	0.00	05/20/2014	Lift Station Locks		-			0000
101-450-5200-42400	Small Tools & Minor Equipment									
	149181 Total:	189.75								
149247	04/21/2014	35.39	0.00	05/20/2014	Paint & Tool Caddy		-			0000
101-450-5200-44030	Repairs/Maint Imp Not Bldgs									
	149247 Total:	35.39								
	ACEHARD Total:	422.90								
AMFLAG American Flagpole & Flag Corp										
112829	05/08/2014	49.90	0.00	05/20/2014	Flag for Station #1		-			0000
101-420-2220-44010	Repairs/Maint Bldg									
	112829 Total:	49.90								
	AMFLAG Total:	49.90								
AMLEGAL American Legal Publishing Corp										
98518	04/30/2014	214.70	0.00	05/20/2014	2014 S-8 Folio		-			0000
101-410-1320-43510	Legal Publishing									
	98518 Total:	214.70								
98519	04/30/2014	1,980.00	0.00	05/20/2014	2014 S-8 Supplement Pages		-			0000
101-410-1320-43510	Legal Publishing									
	98519 Total:	1,980.00								
	AMLEGAL Total:	2,194.70								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
ANCOM ANCOM Communications, Inc. 45035 05/02/2014 101-420-2220-43230 Radio	45035 Total: ANCOM Total:	82.00 82.00 82.00	0.00	05/20/2014	Pager Batteries		-		No	0000
ANIMALHU Animal Humane Society 2127 04/30/2014 101-420-2700-43150 Contract Services	2127 Total: ANIMALHU Total:	330.00 330.00 330.00	0.00	05/20/2014	Animal Impound 1/01-3/31/14		-		No	0000
ASPENMI Aspen Mills, Inc. 149071 04/25/2014 101-420-2220-44170 Uniforms	149071 Total: ASPENMI Total:	37.70 37.70 37.70	0.00	05/20/2014	Patches and collar brass		-		No	0000
BAKERPAT Baker Patricia 2014-04 04/02/2014 101-410-1520-43150 Contract Services		1,159.37	0.00	05/20/2014	Contract services - April 2014		-		No	0000
2014-04 04/02/2014 601-494-9400-43150 Contract Services		993.75	0.00	05/20/2014	Contract services - April 2014		-		No	0000
2014-04 04/02/2014 602-495-9450-43150 Contract Services		165.63	0.00	05/20/2014	Contract services - April 2014		-		No	0000
2014-04 04/02/2014 603-495-9500-43150 Contract Services		993.75	0.00	05/20/2014	Contract services - April 2014		-		No	0000
2014-04 Total: BAKERPAT Total:		3,312.50 3,312.50								
BERTELSON Bertelson's WO-930221-1 04/28/2014 101-410-1320-42000 Office Supplies	WO-930221-1 Total: BERTELSON Total:	64.99 64.99 64.99	0.00	05/20/2014	Admin - Bath tissue		-		No	0000
BIFFS Biff's Inc. W524148-524157 04/30/0214 101-450-5200-44120 Rentals - Buildings	W524148-524157 Total:	948.50 948.50	0.00	05/20/2014	Portable restrooms		-		No	0000

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
	BIFFS Total:	948.50								
BOLTONME Bollon & Menk, Inc										
0165782	04/24/2014	12,562.50	0.00	05/20/2014	2014 Street Improvements - Plans		-		No	0000
409-480-8000-43030	Engineering Services									
	0165782 Total:	12,562.50								
	BOLTONME Total:	12,562.50								
BRAUN Braun Intertec Corporation										
604686	04/25/2014	364.80	0.00	05/20/2014	Keats MSA Street		-		No	0000
409-480-8000-43030	Engineering Services									
604686	04/25/2014	275.20	0.00	05/20/2014	Keats Trunk Watermain		-		No	0000
601-494-9400-43030	Engineering Services									
	604686 Total:	640.00								
	BRAUN Total:	640.00								
C A C Companion Animal Control, LLC										
4	04/01/2014	500.00	0.00	05/20/2014	Animal Control Services - March		-		No	0000
101-420-2700-43150	Contract Services									
	4 Total:	500.00								
	C A C Total:	500.00								
CENCOLLE Century College										
542563	05/02/2014	825.00	0.00	05/20/2014	1/4 yearly payment - CEU Training		-		No	0000
101-420-2220-44370	Conferences & Training									
	542563 Total:	825.00								
	CENCOLLE Total:	825.00								
COMCAST Comcast										
	04/27/2014	7.88	0.00	05/20/2014	Monthly Service		-		No	0000
101-420-2220-44300	Miscellaneous									
	05/14/2014	4.79	0.00	05/20/2014	Monthly Service		-		No	0000
101-410-1940-43210	Telephone									
	Total:	12.67								
	COMCAST Total:	12.67								
CTYBLOOM City of Bloomington										
April 2014	04/30/2014	42.00	0.00	05/20/2014	Lab Bacteria Tests		-		No	0000
601-494-9400-42270	Utility System Maintenance									
	April 2014 Total:	42.00								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
CTYBLOOM Total:		42.00								
CTYOAKDA City of Oakdale										
1000460-01	04/30/2014	3,100.48	0.00	05/20/2014	Water Service 4/01-5/01 - South Pit		-		No	0000
601-494-9400-43820	Water Utility									
1000460-01 Total:		3,100.48								
CTYOAKDA Total:		3,100.48								
CTYROSEV City of Roseville										
218700	03/11/2014	2,635.58	0.00	05/20/2014	Monthly IT Services		-		No	0000
101-410-1450-43180	Information Technology/Web									
218700 Total:		2,635.58								
218727	03/11/2014	87.10	0.00	05/20/2014	Monthly Phone - Admin		-		No	0000
101-410-1320-43210	Telephone									
218727	03/11/2014	13.75	0.00	05/20/2014	Monthly Phone - Building		-		No	0000
101-420-2400-43210	Telephone									
218727	03/11/2014	13.75	0.00	05/20/2014	Monthly Phone - Communication		-		No	0000
101-410-1450-43210	Telephone									
218727	03/11/2014	13.75	0.00	05/20/2014	Monthly Phone - Engineer		-		No	0000
101-410-1930-43210	Telephone									
218727	03/11/2014	27.50	0.00	05/20/2014	Monthly Phone - Finance		-		No	0000
101-410-1520-43210	Telephone									
218727	03/11/2014	38.15	0.00	05/20/2014	Monthly Phone - Planning		-		No	0000
101-410-1910-43210	Telephone									
218727	03/11/2014	181.75	0.00	05/20/2014	Monthly Phone - PW		-		No	0000
101-430-3100-43210	Telephone									
218727 Total:		375.75								
CTYROSEV Total:		3,011.33								
DELAPP DeLapp Steve										
206-450-5300-42230	04/25/2014	13.89	0.00	05/20/2014	Front Room Carpet		-		No	0000
Building Repair Supplies										
206-450-5300-42230	04/25/2014	60.98	0.00	05/20/2014	Front Room Paint		-		No	0000
Building Repair Supplies										
Total:		74.87								
DELAPP Total:		74.87								
DISCOVER Discover Crossing Investments										
603-000-0000-37100	05/15/2014	100.00	0.00	05/20/2014	Refund Surface Water - Due to Appeal		-		No	0000
Surface Water Utility Sales										
Total:		100.00								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
	DISCOVER Total:	100.00								
DITCHWIT Ditch Witch of Mn, Inc.										
P06572 05/06/2014		799.14	0.00	05/20/2014	Vac Excavator Parts		-	No		0000
101-450-5200-42230 Building Repair Supplies										
P06572 Total:		799.14								
DITCHWIT Total:		799.14								
Enright Enright Robert										
04/28/2014		41.25	0.00	05/20/2014	Cable Ops - 4/28/2014 Planning meeting		-	No		0000
101-410-1450-43620 Cable Operations										
Total:		41.25								
Enright Total:		41.25								
FERGUSON Ferguson Waterworks, Inc #2516										
74106 04/29/2014		129.36	0.00	05/20/2014	Meter Adapters		-	No		0000
601-494-9400-42300 Water Meters & Supplies										
74106 Total:		129.36								
75486 04/29/2014		27.00	0.00	05/20/2014	Meter registers		-	No		0000
601-494-9400-42300 Water Meters & Supplies										
75486 Total:		27.00								
FERGUSON Total:		156.36								
FIRESIDE Fireside Hearth & Home										
05/05/2014		65.00	0.00	05/20/2014	Refund Permit 2014-00134		-	No		0000
101-000-0000-32220 Heating Permits										
Total:		65.00								
FIRESIDE Total:		65.00								
HAWK Hawk Labeling Systems										
195541 05/05/2014		135.30	0.00	05/20/2014	labels		-	No		0000
101-430-3100-42000 Office Supplies										
195541 Total:		135.30								
HAWK Total:		135.30								
HOLIDAYC Holiday Credit Office										
04/15/2014		91.70	0.00	05/20/2014	Fuel		-	No		0000
101-420-2220-42120 Fuel, Oil and Fluids										
Total:		91.70								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
HOLIDAYC Total:		91.70								
INFINITP Infinity Printing Supplies										
462320	04/29/2014	270.84	0.00	05/20/2014	Office Supplies - Admin		-		No	0000
101-410-1320-42000	Office Supplies									
462320 Total:		270.84								
462321	04/29/2014	254.96	0.00	05/20/2014	Office Supplies - Admin		-		No	0000
101-410-1320-42000	Office Supplies									
462321 Total:		254.96								
INFINITP Total:		525.80								
JOHNSON& Johnson & Turner Attorneys										
36088	05/07/2014	533.00	0.00	05/20/2014	Legal Services - Lennar		-		No	0000
803-000-0000-22900	Deposits Payable									
36088 Total:		533.00								
36097. 35882	05/07/2014	4,977.50	0.00	05/20/2014	Legal Services - Civil		-		No	0000
101-410-1320-43040	Legal Services									
36097, 35882 Total:		4,977.50								
36098	05/07/2014	4,581.50	0.00	05/20/2014	Legal Services - Prosecution		-		No	0000
101-420-2150-43045	Attorney Criminal									
36098 Total:		4,581.50								
JOHNSON& Total:		10,092.00								
kathfuel Kath Fuel Oil Service Co										
458676	04/08/2014	1,000.00	0.00	05/20/2014	Fuel - Balance of Invoice 458676		-		No	0000
101-430-3120-42120	Fuel, Oil and Fluids									
458676 Total:		1,000.00								
461596	05/02/2014	828.23	0.00	05/20/2014	Fuel		-		No	0000
101-430-3120-42120	Fuel, Oil and Fluids									
461596 Total:		828.23								
kathfuel Total:		1,828.23								
KEYSWELL, Keys Well Drilling Company										
Pay Request 6	04/25/2014	67,179.25	0.00	05/20/2014	Production Well No 4 - Project		-		No	0000
601-494-9400-43030	Engineering Services				2013.125					
Pay Request 6 Total:		67,179.25								
KEYSWELL Total:		67,179.25								
KORTHER KORTHERIC										
	05/13/2014	48.13	0.00	05/20/2014	Cable Ops - CC Workshop meeting		-		No	0000
101-410-1450-43620	Cable Operations									

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
Total:		48.13								
KORTHER Total:		48.13								
Landscape Landscape Architect Inc										
Task Order I	04/30/2014									
803-000-0000-22910	Developer Payments	780.00	0.00	05/20/2014	Savona Final Plat Payment		-		No	0000
Task Order I Total:		780.00								
Landscape Total:		780.00								
LANDTITL Land Title Inc										
04/29/2014										
803-000-0000-22910	Developer Payments	100.00	0.00	05/20/2014	Property Report - Brookman		-		No	0000
04/29/2014										
803-000-0000-22910	Developer Payments	100.00	0.00	05/20/2014	Property Report - LE Office		-		No	0000
04/29/2014										
803-000-0000-22910	Developer Payments	100.00	0.00	05/20/2014	Property Report - State Bank of LE		-		No	0000
04/29/2014										
803-000-0000-22910	Developer Payments	100.00	0.00	05/20/2014	Property Report - Brookman		-		No	0000
04/29/2014										
803-000-0000-22910	Developer Payments	100.00	0.00	05/20/2014	Property Report - Brookman		-		No	0000
04/29/2014										
803-000-0000-22910	Developer Payments	100.00	0.00	05/20/2014	Property Report - LE Associates		-		No	0000
04/29/2014										
803-000-0000-22910	Developer Payments	100.00	0.00	05/20/2014	Property Report - Excel Partners		-		No	0000
Total:		700.00								
LANDTITL Total:		700.00								
LEOIL Lake Elmo Oil, Inc.										
04/30/2014										
101-420-2220-42120	Fuel, Oil and Fluids	425.61	0.00	05/20/2014	Fuel		-		No	0000
Total:		425.61								
5075133	04/30/2014	87.85	0.00	05/20/2014	Fuel		-		No	0000
101-430-3120-42120	Fuel, Oil and Fluids	87.85	0.00	05/20/2014	Fuel		-		No	0000
5075134	04/30/2014	89.60	0.00	05/20/2014	Fuel		-		No	0000
101-430-3120-42120	Fuel, Oil and Fluids	89.60	0.00	05/20/2014	Fuel		-		No	0000
5075133 Total:		87.85								
5075134 Total:		89.60								
5375549	04/30/2014	41.55	0.00	05/20/2014	Fuel		-		No	0000
101-430-3120-42120	Fuel, Oil and Fluids	41.55	0.00	05/20/2014	Fuel		-		No	0000
5375549 Total:		41.55								
5675033	04/01/2014	44.00	0.00	05/20/2014	Fuel		-		No	0000
101-420-2220-42120	Fuel, Oil and Fluids	44.00	0.00	05/20/2014	Fuel		-		No	0000
5675033 Total:		44.00								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
LEOIL Total:		688.61								
Library\ Library Ideas										
38612	04/30/2014	3.00	0.00	05/20/2014	Pay-as-you-go April		-	No		0000
206-450-5300-42500 Library Collection Maintenance		3.00								
38612 Total:		3.00								
Library\ Total:		3.00								
Lillie Newspapers Inc. Lillie Suburban										
7148	04/30/2014	48.40	0.00	05/20/2014	AFB Seal Coat		-	No		0000
101-410-1320-43510 Legal Publishing		94.60	0.00	05/20/2014	Project 2013.113		-	No		0000
7148	04/30/2014	41.80	0.00	05/20/2014	SWPPP		-	No		0000
101-410-1320-43510 Legal Publishing		19.80	0.00	05/20/2014	Planning Committee 5/12		-	No		0000
7148	04/30/2014	204.60								
101-410-1320-43510 Legal Publishing		204.60								
7148 Total:		204.60								
Lillie Total:		204.60								
LOFF Loffler Companies, Inc.										
1747257	05/05/2014	532.87	0.00	05/20/2014	Contract & Overage 4/10-5/09		-	No		0000
101-410-1940-44040 Repairs/Maint Contractual Eqpt		532.87								
1747257 Total:		532.87								
LOFF Total:		532.87								
MARONEYS Maroney's Sanitation, Inc										
522066	05/02/2014	109.93	0.00	05/20/2014	Waste Removal - City Hall		-	No		0000
101-410-1940-43840 Refuse		48.38	0.00	05/20/2014	Waste Removal - Fire		-	No		0000
522066	05/02/2014	210.94	0.00	05/20/2014	Waste Removal - PW		-	No		0000
101-420-2220-43840 Refuse		210.94	0.00	05/20/2014	Waste Removal - Parks		-	No		0000
522066	05/02/2014	48.74	0.00	05/20/2014	Waste Removal - Library		-	No		0000
101-430-3100-43840 Refuse		628.93								
522066	05/02/2014	628.93								
101-450-5200-43840 Refuse		628.93								
522066	05/02/2014	628.93								
206-450-5300-43840 Refuse		628.93								
522066 Total:		628.93								
MARONEYS Total:		628.93								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
MARVS Marv's Professional Tools										
271586	05/08/2014	79.17	0.00	05/20/2014	Tools		-		No	0000
101-430-3100-42400	Small Tools & Minor Equipment	79.17								
	271586 Total:	79.17								
	MARVS Total:									
MC&FOA MCI/FOA Janet Lewis										
101-410-1320-44370	05/12/2014	35.00	0.00	05/20/2014	Membership - Adam Bell		-		No	0000
	Conferences & Training									
101-410-1320-44370	05/12/2014	35.00	0.00	05/20/2014	Membership - Beckie Gumatz		-		No	0000
	Conferences & Training									
	Total:	70.00								
	MC&FOA Total:	70.00								
McPhilli Mike McPhillips Inc										
42787	05/06/2014	10,438.00	0.00	05/20/2014	Street Sweeping		-		No	0000
603-496-9500-44010	Street Sweeping									
	42787 Total:	10,438.00								
	McPhilli Total:	10,438.00								
MDH Minnesota Department of Health										
601-494-9400-43820	05/08/2014	1,744.00	0.00	05/20/2014	Community Water Supply Service		-		No	0000
	Water Utility				4/01-6/30					
	Total:	1,744.00								
	MDH Total:	1,744.00								
MENARDSO Menards - Oakdale										
43795	04/26/2014	45.78	0.00	05/20/2014	Paint, rope		-		No	0000
101-450-5200-44030	Repairs/Maint Imp Not Bldgs									
	43795 Total:	45.78								
44654	05/07/2014	226.49	0.00	05/20/2014	Culverts Sunfish		-		No	0000
101-450-5200-42250	Landscaping Materials									
	44654 Total:	226.49								
45192	05/13/2014	139.24	0.00	05/20/2014	Water Fountain repair parts		-		No	0000
101-450-5200-44030	Repairs/Maint Imp Not Bldgs									
45192	05/13/2014	59.98	0.00	05/20/2014	Water Supply tools		-		No	0000
101-450-5200-42400	Small Tools & Minor Equipment									
	45192 Total:	199.22								
	MENARDSO Total:	471.49								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
METCOU Metropolitan Council 1033436 05/06/2014 602-495-9450-43820 Sewer Utility - Met Council 1033436 Total: METCOU Total:		1,550.84 1,550.84 1,550.84	0.00	05/20/2014	Monthly Wastewater - April		-		No	0000
MILLEREX Miller Excavating, Inc. 18192 05/06/2014 101-450-5200-42250 Landscaping Materials 18192 Total: MILLEREX Total:		1,187.50 1,187.50 1,187.50	0.00	05/20/2014	Boulders 55th Street		-		No	0000
ONECALL Gopher State One Call 104110 04/30/2014 101-430-3100-43150 Contract Services 104110 Total: ONECALL Total:		186.20 186.20 186.20	0.00	05/20/2014	FTP Tickets - April 2014		-		No	0000
OVERHEAD Overhead Door Company 83267 03/10/2014 101-430-3100-44010 Repairs/Maint Bldg 83267 Total: OVERHEAD Total:		319.37 319.37 319.37	0.00	05/20/2014	Garage Door Repair		-		No	0000
OWL & EMC Test Labs, Inc. Owl Engineer 3376 05/08/2014 803-000-0000-22910 Developer Payments 3376 Total: OWL Total:		6,450.00 6,450.00 6,450.00	0.00	05/20/2014	Verizon Wireless Tower Application		-		No	0000
PINKY Pinky's Sewer Service, Inc. 66637 05/01/2014 206-450-5300-44010 Repairs/Maint Bldg 66637 Total: PINKY Total:		100.00 100.00 100.00	0.00	05/20/2014	Pumped 2 tanks		-		No	0000
PIONEER Pioneer Press 414520397 04/30/2014 101-410-1450-43510 Public Notices 414520397 Total:		820.80 820.80	0.00	05/20/2014	City Notices/Public Hearings		-		No	0000

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
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Pott Fran Pott		PIONEERP Total:								
		820.80								
<hr/>										
601-494-9400-42270	04/24/2014	256.01	0.00	05/20/2014	Reimburse for damage from water main	-	-	No		0000
	Utility System Maintenance									
	Total:	256.01								
	Pott Total:	256.01								
<hr/>										
REDSTONE Redstone Construction Co. Inc										
	04/30/2014	19,228.00	0.00	05/20/2014	Section 34 Water	-	-	No		0000
601-494-9400-43030	Engineering Services									
	04/30/2014	28,842.00	0.00	05/20/2014	Section 34 Sewer	-	-	No		0000
602-495-9450-43030	Engineering Services									
	Total:	48,070.00								
	REDSTONE Total:	48,070.00								
<hr/>										
RIVRCOOP River Country Cooperative										
	04/30/2014	406.19	0.00	05/20/2014	Fuel	-	-	No		0000
101-420-2220-42120	Fuel, Oil and Fluids									
	Total:	406.19								
	RIVRCOOP Total:	406.19								
<hr/>										
ROBERTSC Roberts Company, Inc										
	04/28/2014	30.50	0.00	05/20/2014	Service pins for next 2 years	-	-	No		0000
281792A	Miscellaneous									
	281792A Total:	30.50								
	ROBERTSC Total:	30.50								
<hr/>										
S&T S&T Office Products, Inc.										
	01Q17992&7824	51.98	0.00	05/20/2014	Office Supplies - Admin	-	-	No		0000
101-410-1320-42000	Office Supplies									
	01Q17992&7824	19.88	0.00	05/20/2014	Office Supplies - Planning	-	-	No		0000
101-410-1910-42000	Office Supplies									
	01Q17992&7824	19.87	0.00	05/20/2014	Office Supplies - Finance	-	-	No		0000
101-410-1520-42000	Office Supplies									
	01Q17992&7824	3.99	0.00	05/20/2014	Office Supplies - Fire	-	-	No		0000
101-420-2220-42000	Office Supplies									
	01Q17992&7824	95.72								
	S&T Total:	95.72								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
SACHSIIM James Sachs										
101-430-3100-44170	05/12/2014 Uniforms	174.99	0.00	05/20/2014	Work Boots		-	No		0000
	Total:	174.99								
	SACHSIIM Total:	174.99								
SAMSLUB Sam's Club										
101-420-2220-44300	05/12/2014 Miscellaneous	95.42	0.00	05/20/2014	Restock station/rehab supplies		-	No		0000
101-410-1320-42000	05/12/2014 Office Supplies	7.58	0.00	05/20/2014	City Hall Supplies		-	No		0000
	Total:	103.00								
	SAMSLUB Total:	103.00								
SW/WC SW/WC Service Cooperatives										
C1210-20-7	04/28/2014	18,414.00	0.00	05/20/2014	June Insurance Premiums		-	No		0000
101-000-0000-21706	Medical Insurance									
	C1210-20-7 Total:	18,414.00								
	SW/WC Total:	18,414.00								
TDS TDS Metrocom - LLC										
651-779-8882	05/13/2014	185.24	0.00	05/20/2014	Analog lines - Fire		-	No		0000
101-420-2220-43210	Telephone									
651-779-8882	05/13/2014	166.19	0.00	05/20/2014	Analog lines - PW		-	No		0000
101-430-3100-43210	Telephone									
651-779-8882	05/13/2014	123.78	0.00	05/20/2014	Analog lines - Lift Station		-	No		0000
602-495-9450-43210	Telephone									
651-779-8882	05/13/2014	43.26	0.00	05/20/2014	Alarm - Well House #2		-	No		0000
601-494-9400-43210	Telephone									
	651-779-8882 Total:	518.47								
	TDS Total:	518.47								
TKDA TKDA, Inc.										
002014001287	05/08/2014	10,317.75	0.00	05/20/2014	2013.133 LE Ave Trunk Main - P&Specs		-	No		0000
601-494-9400-43030	Engineering Services									
	002014001287 Total:	10,317.75								
	TKDA Total:	10,317.75								
TOWNCTRY Town & Country Cleaning Co										
514297	05/01/2014	230.00	0.00	05/20/2014	Cleaning Services - City Hall		-	No		0000
101-410-1940-44010	Repairs/Maint Contractual Bldg									

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
514337	514297 Total: 05/01/2014	230.00								
206-450-5300-44010	Repairs/Maint Bldg	175.00	0.00	05/20/2014	Cleaning Services - Library		-	No		0000
	514337 Total: TOWNCTRY Total:	175.00 405.00								
WASHCONS Washington Conservation Dist.										
2895	04/30/2014	556.25	0.00	05/20/2014	1 of 4 billings - Shared Educator		-	No		0000
603-496-9500-44370	Conferences & Training	556.25								
	2895 Total: WASHCONS Total:	556.25 556.25								
WHEATON Wheaton Joseph										
20140427	04/27/2014	503.25	0.00	05/20/2014	Electrical Inspection Services		-	No		0000
101-000-0000-20802	Building Permit Surcharge	503.25								
	20140427 Total: WHEATON Total:	503.25 503.25								
WHELEN Whelen Engineering Company										
R13943	05/01/2014	1.04	0.00	05/20/2014	Freight on Warranty Repair		-	No		0000
101-430-3120-42210	Equipment Parts	1.04								
	R13943 Total: WHELEN Total:	1.04 1.04								
Whiteani White Anita										
101-410-1450-43620	05/06/2014 Cable Operations	55.00	0.00	05/20/2014	Cable Ops - 5/06/2014 CC meeting		-	No		0000
101-410-1450-43620	05/12/2014 Cable Operations	55.00	0.00	05/20/2014	Cable Ops - Planning Committee		-	No		0000
101-410-1450-43620	05/12/2014 Cable Operations	25.00	0.00	05/20/2014	Bonus		-	No		0000
	Total: Whiteani Total:	135.00 135.00								
XCEL Xcel Energy										
05/05/2014	05/05/2014	48.02	0.00	05/20/2014	Electrical Utility Service		-	No		0000
101-450-5200-43810	Electric Utility									
05/05/2014	05/05/2014	125.93	0.00	05/20/2014	Electrical Utility Service		-	No		0000
602-495-9450-43810	Electric Utility									
05/05/2014	05/05/2014	33.37	0.00	05/20/2014	Electrical Utility Service		-	No		0000
101-430-3160-43810	Street Lighting									

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close PO Line #
05/05/2014	05/05/2014									
101-430-3160-43810	Street Lighting	28.85	0.00	05/20/2014	Electrical Utility Service		-	No		0000
05/05/2014	05/05/2014									
101-420-2220-43810	Electric Utility	506.52	0.00	05/20/2014	Electrical Utility Service		-	No		0000
05/05/2014	05/05/2014									
101-410-1940-43810	Electric Utility	304.16	0.00	05/20/2014	Electrical Utility Service		-	No		0000
05/05/2014	05/05/2014									
101-430-3160-43810	Street Lighting	37.11	0.00	05/20/2014	Electrical Utility Service		-	No		0000
05/05/2014	05/05/2014									
101-410-1940-43810	Electric Utility	531.85	0.00	05/20/2014	Electrical Utility Service		-	No		0000
05/05/2014	05/05/2014									
101-450-5200-43810	Electric Utility	13.13	0.00	05/20/2014	Electrical Utility Service		-	No		0000
05/05/2014	05/05/2014									
101-450-5200-43810	Electric Utility	190.83	0.00	05/20/2014	Electrical Utility Service		-	No		0000
05/05/2014	05/05/2014									
101-450-5200-43810	Electric Utility	16.18	0.00	05/20/2014	Electrical Utility Service		-	No		0000
05/05/2014	05/05/2014									
101-450-5200-43810	Electric Utility	1,755.69	0.00	05/20/2014	Electrical Utility Service		-	No		0000
05/05/2014	05/05/2014									
601-494-9400-43810	Electric Utility	3,591.64	0.00	05/20/2014	Electrical Utility Service		-	No		0000
05/05/2014	05/05/2014									
101-420-2220-43810	Electric Utility	380.56	0.00	05/20/2014	Electrical Utility Service		-	No		0000
05/05/2014	05/05/2014									
101-430-3160-43810	Street Lighting	49.95	0.00	05/20/2014	Electrical Utility Service		-	No		0000
05/05/2014	05/05/2014									
101-450-5200-43810	Electric Utility	123.74	0.00	05/20/2014	Electrical Utility Service		-	No		0000
05/05/2014	05/05/2014									
101-450-5200-43810	Electric Utility	21.38	0.00	05/20/2014	Electrical Utility Service		-	No		0000
05/05/2014	05/05/2014									
602-495-9450-43810	Electric Utility	17.33	0.00	05/20/2014	Electrical Utility Service		-	No		0000
05/05/2014	05/05/2014									
101-450-5200-43810	Electric Utility	147.79	0.00	05/20/2014	Electrical Utility Service		-	No		0000
05/05/2014	05/05/2014									
101-450-5200-43810	Electric Utility	1,845.39	0.00	05/20/2014	Electrical Utility Service		-	No		0000
05/05/2014	05/05/2014									
101-430-3160-43810	Street Lighting	29.28	0.00	05/20/2014	Electrical Utility Service		-	No		0000
05/05/2014	05/05/2014									
101-430-3160-43810	Street Lighting	14.14	0.00	05/20/2014	Electrical Utility Service		-	No		0000
05/05/2014	05/05/2014									
101-450-5200-43810	Electric Utility	60.20	0.00	05/20/2014	Electrical Utility Service		-	No		0000
05/05/2014	05/05/2014									
101-450-5200-43810	Electric Utility	2,457.30	0.00	05/20/2014	Electrical Utility Service		-	No		0000
05/05/2014	05/05/2014									
101-430-3100-43810	Electric Utility	114.34	0.00	05/20/2014	Electrical Utility Service		-	No		0000
05/05/2014	05/05/2014									
601-494-9400-43810	Electric Utility	12.92	0.00	05/20/2014	Electrical Utility Service		-	No		0000
05/05/2014	05/05/2014									
101-430-3160-43810	Street Lighting									

Total:

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
05052014	05/05/2014	23.40	0.00	05/20/2014	Electrical Utility Service		-		No	0000
101-430-3160-43810	Street Lighting									
05052014	05/05/2014	512.87	0.00	05/20/2014	Electrical Utility Service		-		No	0000
206-450-5300-43810	Electric Utility									
05052014	05/05/2014	229.99	0.00	05/20/2014	Electrical Utility Service		-		No	0000
602-495-9450-43810	Electric Utility									
	05052014 Total:	6,040.58								
	XCEL Total:	9,632.22								
ZACK Zack's, Inc.										
29383	04/29/2014	222.50	0.00	05/20/2014	Hand tools, shop supplies		-		No	0000
101-430-3100-42400	Small Tools & Minor Equipment									
	29383 Total:	222.50								
	ZACK Total:	222.50								
	Report Total:	226,071.47								



MAYOR & COUNCIL COMMUNICATION

DATE: May 20, 2014
CONSENT
ITEM #3
MOTION

AGENDA ITEM: April 2014 Financial Reporting

SUBMITTED BY: Cathy Bendel, Finance Director

THROUGH: Cathy Bendel, Finance Director

REVIEWED BY: Finance Committee

SUGGESTED ORDER OF BUSINESS:

- Introduction of Item City Administrator
- Report/Presentation.....City Administrator
- Questions from Council to Staff Mayor Facilitates
- Call for Motion Mayor & City Council
- Discussion..... Mayor & City Council
- Action on Motion..... Mayor Facilitates

POLICY RECOMMENDER: Finance

FISCAL IMPACT: NA

SUMMARY AND ACTION REQUESTED: As part of its Consent Agenda, the City Council is asked to accept the April 2014 Financial Reporting Packet. No specific motion is needed as this is recommended to be part of the overall approval of the *Consent Agenda*.

BACKGROUND INFORMATION: The City of Lake Elmo has fiduciary authority and responsibility to conduct normal business operations and report the financial (unaudited) statement to the City Council. City guidelines suggest the Council be updated on a regular basis.

STAFF REPORT: Attached please find the comparative financial statements for the month of April 2014 reflecting the monthly and year to date detail, comparing the actual results to the 2014 Budget.

The most significant variances are highlighted below:

Revenues:

- Building Permit revenue for the month was 52% below budget bringing the year to date to right on budget. There were no new homes started in April which resulted in the revenue shortfall.
- Plan check fees are 61% below budget bringing the year to date to 9% below budget. This is primarily the result the lack of new home activity.

Expenses:

Most departments were at or below budget for the month.

RECOMMENDATION: Based on the aforementioned, the staff recommends the City Council accept the attached April Financial Report.

ATTACHMENT:

1. April Financial Reports

5/20/2014

	MONTH				YTD				YTD Commentary
	BUDGET Month	ACTUAL Month	Variance (\$) Month	Variance (%) Month	BUDGET YTD	ACTUAL YTD	Variance (\$) YTD	Variance (%) YTD	
DEPT 410 - GEN'L GOV'T									
REVENUE									
Total Revenue	72,781.98	18,918.03	(53,863.95)	-74.01%	206,074.23	156,609.56	(49,464.67)	-24.00%	
EXPENSE									
Total Mayor & Council	75.00	3.19	71.81	95.75%	12,742.00	4,119.42	8,622.58	67.67%	
Total Administration	29,146.70	39,052.52	(9,905.82)	-33.99%	113,871.76	156,606.00	(42,734.24)	-37.53%	
Total Elections	0.00	0.00	0.00	0.00%	0.00	940.00	(940.00)	-100.00%	Not budgeted since no election scheduled; had to recalibrate machines for special school election.
Total Communications	5,703.48	16,229.04	(10,525.56)	-184.55%	25,496.74	36,290.35	(10,793.61)	-42.33%	
Total Finance	9,446.24	19,576.34	(10,130.10)	-107.24%	51,359.96	52,831.09	(1,471.13)	-2.86%	
Total Planning & Zoning	20,208.41	18,486.89	1,721.52	8.52%	84,083.60	75,976.05	8,107.55	9.64%	
Total Engineering Services	4,000.00	2,389.81	1,610.19	40.25%	16,000.00	13,844.77	2,155.23	13.47%	
Total City Hall	2,391.64	2,235.06	156.58	6.55%	9,066.60	8,963.29	103.31	1.14%	
Total General Government	70,971.47	97,972.85	(27,001.38)	-38.05%	312,620.66	349,570.97	(36,950.31)	-11.82%	
DEPT 420 - PUBLIC SAFETY									
Total Police	0.00	0.00	0.00	0.00%	0.00	634.22	(634.22)	-100.00%	
Total Prosecution	4,250.00	4,737.25	(487.25)	-11.46%	17,000.00	13,579.75	3,420.25	20.12%	
Total Fire	31,791.73	29,755.11	2,036.62	6.41%	139,303.10	124,320.10	14,983.00	10.76%	
Total Fire Relief	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%	
Total Building Inspections	12,468.67	25,215.04	(12,746.37)	-102.23%	51,428.63	55,574.33	(4,145.70)	-8.06%	
Total Emergency Communications	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%	
Total Animal Control	710.00	695.00	15.00	2.11%	1,740.00	1,860.00	(120.00)	-6.90%	
Total Public Safety	49,220.40	60,402.40	(11,182.00)	-22.72%	209,471.73	195,968.40	13,503.33	6.45%	

Not budgeted since no election scheduled; had to recalibrate machines for special school election.

	MONTH				YTD			
	BUDGET Month	ACTUAL Month	Variance (\$) Month	Variance (%) Month	BUDGET YTD	ACTUAL YTD	Variance (\$) YTD	Variance (%) YTD
DEPT 430 - PUBLIC WORKS								YTD Commentary
Total Public Works	29,208.91	28,078.09	1,130.82	3.87%	120,735.66	143,222.28	(22,486.62)	-18.62%
Total Streets	1,300.00	223.62	1,076.38	82.80%	5,500.00	6,459.71	(959.71)	-17.45%
Total Ice & Snow Removal	500.00	1,080.34	(580.34)	-116.07%	61,500.00	57,341.49	4,158.51	6.76%
Total Street Lighting	2,400.00	2,125.80	274.20	11.43%	9,600.00	6,461.89	3,138.11	32.69%
Total Recycling	0.00	2,132.45	(2,132.45)	-100.00%	0.00	3,673.46	(3,673.46)	-100.00%
Total Tree Program	0.00	950.00	(950.00)	-100.00%	3,750.00	950.00	2,800.00	74.67%
Total Public Works	33,408.91	34,590.30	(1,181.39)	-3.54%	201,085.66	218,108.83	(17,023.17)	-8.47%
DEPT 450 - CULTURE, RECREATION								
Total Parks & Recreation	15,891.05	15,101.61	789.44	4.97%	64,227.68	57,889.65	6,338.03	9.87%
DEPT 460 - COMP ADJ	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%
DEPT 490 - CONTINGENCY FUND	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%
DEPT 493 - OTH FINANCING	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%
GRAND TOTAL ALL DEPTS	169,491.83	208,067.16	(38,575.33)	-22.76%	787,405.73	821,537.85	(34,132.12)	-4.33%
Net Income over Expenses	(96,709.85)	(189,149.13)	(92,439.28)	-95.58%	(581,331.50)	(664,928.29)	(83,596.79)	-14.38%

City of Lake Elmo
2014 By Month
Budget to Actual Comparative
For the month ending April 30, 2014
101-General Fund Detail
By Department

5/20/2014

DEPT 410 - GEN'L GOV'T	MONTH				YTD				YTD Commentary
	BUDGET	ACTUAL	Variance (\$)	Variance (%)	BUDGET	ACTUAL	Variance (\$)	Variance (%)	
	Month	Month	Month	Month	YTD	YTD	YTD	YTD	
REVENUE									
Current Ad Valorem Taxes	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%	
Delinquent Ad Valorem Taxes	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%	
Mobile Home Tax	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%	
Fiscal Disparities	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%	
Penalty & Interest on Taxes	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%	
Liquor License	500.00	0.00	(500.00)	-100.00%	2,000.00	0.00	(2,000.00)	-100.00%	
Wastehauler License	0.00	0.00	0.00	0.00%	0.00	840.00	840.00	100.00%	
General Contractor License	0.00	0.00	0.00	0.00%	165.00	0.00	(165.00)	-100.00%	
Heating Contractor License	550.00	300.00	(250.00)	-45.45%	2,950.00	1,600.00	(1,350.00)	-45.76%	
Blacktopping Contractor License	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%	
Building Permits	14,000.00	6,708.15	(7,291.85)	-52.08%	48,000.00	48,188.25	188.25	0.39%	
Heating Permits	1,500.00	720.00	(780.00)	-52.00%	4,500.00	4,040.00	(460.00)	-10.22%	
Plumbing Permits	1,500.00	1,745.00	245.00	16.33%	4,000.00	4,625.00	625.00	15.63%	
Sewer Permits	120.00	0.00	(120.00)	-100.00%	485.00	0.00	(485.00)	-100.00%	
Animal License	141.00	100.00	(41.00)	-29.08%	1,261.00	1,938.50	677.50	53.73%	
Utility Permits (ROW)	1,000.00	1,488.20	488.20	48.82%	1,750.00	4,392.80	2,642.80	151.02%	
Burning Permit	500.00	420.00	(80.00)	-16.00%	1,100.00	600.00	(500.00)	-45.45%	
Massage Therapy Licenses	0.00	(38.50)	(38.50)	-100.00%	0.00	(38.50)	(38.50)	-100.00%	
Electrical Permit	0.00	321.35	321.35	100.00%	0.00	586.33	586.33	100.00%	
Homestead Credit Aid	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%	
MSA-Maintenance	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%	
State Fire Aid	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%	
PERA Aid	0.00	0.00	0.00	0.00%	3,000.00	0.00	(3,000.00)	-100.00%	
Gravel Tax	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%	
Recycling Grant	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%	
Misc State Grant/Surcharge Rev	1,150.00	106.68	(1,043.32)	-90.72%	50,161.00	50,954.68	793.68	1.58%	
Cable Franchise Revenue	39,851.98	0.00	(39,851.98)	-100.00%	39,851.98	0.00	(39,851.98)	-100.00%	
Zoning & Subdivision Fees	0.00	0.00	0.00	0.00%	250.00	0.00	(250.00)	-100.00%	
Plan Check Fees	7,000.00	2,768.76	(4,231.24)	-60.45%	28,000.00	25,523.25	(2,476.75)	-8.85%	
Sale of Copies, Books, Maps	19.00	26.00	7.00	36.84%	110.25	136.75	26.50	24.04%	
Assessment Searches	150.00	75.00	(75.00)	-50.00%	390.00	180.00	(210.00)	-53.85%	
Clean Up Days	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%	
Cable Operation Reimbursement	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%	
Fines	4,500.00	3,855.26	(644.74)	-14.33%	16,500.00	11,805.37	(4,694.63)	-28.45%	
Miscellaneous Revenue	200.00	264.13	64.13	32.07%	800.00	789.13	(10.87)	-1.36%	
Internal Charges	100.00	58.00	(42.00)	-42.00%	800.00	448.00	(352.00)	-44.00%	
Interest Earnings	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%	
Donations	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%	
Total Revenue	72,781.98	18,918.03	(53,863.95)	-74.01%	206,074.23	156,609.56	(49,464.67)	-24.00%	

EXPENSE	MONTH				YTD			
	BUDGET		ACTUAL		Variance (\$)		Variance (%)	
	Month	Month	Month	Month	Month	Month	Month	Month
1110 - Mayor & Council								
PT Salaries	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	0.00%
FICA Contributions	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	0.00%
Medicare Contributions	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	0.00%
Workers Compensation	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	0.00%
Mileage	75.00	0.00	0.00	75.00	300.00	300.00	100.00%	100.00%
Miscellaneous	0.00	3.19	3.19	(3.19)	75.00	75.00	100.00%	100.00%
Dues & Subscriptions	0.00	0.00	0.00	0.00	5,000.00	4,277.58	85.55%	85.55%
Conferences & Training	0.00	0.00	0.00	0.00	7,117.00	3,397.00	52.27%	52.27%
Total Mayor & Council	75.00	3.19	3.19	71.81	12,742.00	4,119.42	67.67%	67.67%
1320 - Administration								
FT Salaries	13,568.00	13,271.37	296.63	2.19%	54,272.00	52,667.06	1,604.94	2.96%
PERA Contributions	983.68	962.17	21.51	2.19%	3,934.72	3,816.67	118.05	3.00%
ICMA Contributions	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%
FICA Contributions	841.22	779.61	61.61	7.32%	3,364.86	3,091.05	273.81	8.14%
Medicare Contributions	196.74	182.32	14.42	7.33%	786.94	722.88	64.06	8.14%
Health/Dental Insurance	3,620.00	3,620.00	0.00	0.00%	14,480.00	14,480.00	0.00	0.00%
Unemployment Benefits	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%
Workers Compensation	0.00	0.00	0.00	0.00%	1,000.00	0.00	1,000.00	100.00%
Office Supplies	500.00	917.52	(417.52)	-83.50%	2,000.00	2,380.86	(380.86)	-19.04%
Printed Forms	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%
Legal Services	5,000.00	4,412.50	587.50	11.75%	20,000.00	10,304.25	9,695.75	48.48%
Newsletter/Website	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%
Assessing Services	2,000.00	7,500.00	(5,500.00)	-275.00%	8,000.00	9,500.00	(1,500.00)	-18.75%
Information Technology	0.00	0.00	0.00	0.00%	0.00	3,201.02	(3,201.02)	-100.00%
Contract Services	0.00	5,000.00	(5,000.00)	-100.00%	0.00	20,000.00	(20,000.00)	-100.00%
Software Programs	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%
Telephone	337.06	87.10	249.96	74.16%	1,348.24	363.35	984.89	73.05%
Postage	1,500.00	86.77	1,413.23	94.22%	2,000.00	886.17	1,113.83	55.69%
Mileage	300.00	67.01	232.99	77.66%	300.00	100.51	199.49	66.50%
Legal Publishing	200.00	114.40	85.60	42.80%	800.00	749.17	50.83	6.35%
Insurance	0.00	0.00	0.00	0.00%	0.00	24,808.00	(24,808.00)	-100.00%
Cable Operation Expense	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%
Miscellaneous	50.00	116.55	(66.55)	-133.10%	200.00	793.82	(593.82)	-296.91%
Dues & Subscriptions	50.00	178.98	(128.98)	-257.96%	200.00	205.97	(5.97)	-2.99%
Books	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%
Conferences & Training	0.00	1,756.22	(1,756.22)	-100.00%	1,185.00	8,535.22	(7,350.22)	-620.27%
Staff Development	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%
Total Administration	29,146.70	39,052.52	(9,905.82)	-33.99%	113,871.76	156,606.00	(42,734.24)	-37.53%

Comp upgrades appr by CC
Leg Lobbyist appr by CC

Annual ins prem; budgeted in May

Predictive Index; CC approved

	MONTH				YTD				YTD Commentary
	BUDGET Month	ACTUAL Month	Variance (\$)		BUDGET YTD	ACTUAL YTD	Variance (%)		
			Month	Month			YTD	YTD	
1410 - Elections									
PT Salaries	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%	
Office Supplies	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%	
Legal Publications/Notification	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%	
Election Equipment	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%	
Equipment Repair	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%	
County Election Fees	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%	
Printed Forms	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%	
Miscellaneous	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%	
Total Elections	0.00	0.00	0.00	0.00%	0.00	940.00	(940.00)	-100.00%	WA City Ann Elect Mach Calibr Not budgeted since no election scheduled; had to recalibrate machines for special school election.
1450 - Communications									
FT Salaries	1,030.00	1,545.23	(515.23)	-50.02%	4,120.00	5,996.31	(1,876.31)	-45.54%	
PERA Contributions	74.68	112.03	(37.35)	-50.01%	298.70	434.73	(136.03)	-45.54%	
FICA Contributions	63.86	92.95	(29.09)	-45.55%	255.44	360.38	(104.94)	-41.08%	
Medicare Contributions	14.94	21.74	(6.80)	-45.52%	59.74	84.28	(24.54)	-41.08%	
Health/Dental Insurance	240.00	272.00	(32.00)	-13.33%	960.00	1,088.00	(128.00)	-13.33%	
Workers Compensation	0.00	0.00	0.00	0.00%	110.00	0.00	110.00	100.00%	
Newsletter	0.00	3,272.56	(3,272.56)	-100.00%	2,000.00	3,830.06	(1,830.06)	-91.50%	Winter and Spring Newsletters; timing issue
Office Supplies	0.00	560.69	(560.69)	-100.00%	47.86	560.69	(512.83)	-1071.52%	Primarily due to Laserfiche upgrade; approved by CC
Info Technology/Web	3,500.00	9,678.58	(6,178.58)	-176.53%	14,000.00	21,222.39	(7,222.39)	-51.59%	
Telephone	130.00	131.08	(1.08)	-0.83%	520.00	282.77	237.23	45.62%	
Mileage	0.00	0.00	0.00	0.00%	25.00	36.96	(11.96)	-47.84%	
Public Notices	300.00	267.80	32.20	10.73%	1,800.00	811.60	988.40	54.91%	
Cable Operations	300.00	274.38	25.62	8.54%	1,200.00	1,582.18	(382.18)	-31.85%	Will be reimb by cable comm;
Conferences	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%	filed quarterly for reimb
Repair/Maint Equipment	50.00	0.00	50.00	100.00%	100.00	0.00	100.00	100.00%	
Total Communications	5,703.48	16,229.04	(10,525.56)	-184.55%	25,496.74	36,290.35	(10,793.61)	-42.33%	
1520 - Finance									
FT Salaries	6,760.00	6,258.12	501.88	7.42%	27,040.00	27,985.92	(945.92)	-3.50%	Due to PTO payout to accounting clerk
PERA Contributions	490.10	453.71	36.39	7.43%	1,960.40	1,908.78	51.62	2.63%	
FICA Contributions	419.12	366.36	52.76	12.59%	1,676.48	1,564.87	111.61	6.66%	
Medicare Contributions	98.02	85.69	12.33	12.58%	392.08	365.95	26.13	6.66%	
Health/Dental Insurance	1,504.00	1,088.00	416.00	27.66%	6,016.00	4,896.00	1,120.00	18.62%	Due to contractor cost savings
Unemployment Benefits	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%	
Workers Compensation	0.00	0.00	0.00	0.00%	600.00	0.00	600.00	100.00%	
Office Supplies	25.00	10.72	14.28	57.12%	100.00	119.41	(19.41)	-19.41%	
Printed Forms	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%	
Audit Services	0.00	9,775.00	(9,775.00)	-100.00%	9,000.00	9,775.00	(775.00)	-8.61%	Installation pmt
Contract Services	0.00	1,375.01	(1,375.01)	-100.00%	3,000.00	3,754.39	(754.39)	-25.15%	See note above
Software Programs	0.00	0.00	0.00	0.00%	150.00	1,874.54	(1,724.54)	-1149.69%	Upgrades required; appr by CC
Telephone	100.00	27.50	72.50	72.50%	400.00	110.00	290.00	72.50%	
Mileage	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%	
Miscellaneous	50.00	(54.62)	104.62	209.24%	800.00	15.38	784.62	98.08%	
Dues & Subscriptions	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%	
Conferences & Training	0.00	190.85	(190.85)	-100.00%	225.00	460.85	(235.85)	-104.82%	Ehlers conf recommended by City Admin Zuleger
Total Finance	9,446.24	19,576.34	(10,130.10)	-107.24%	51,359.96	52,831.09	(1,471.13)	-2.86%	

DEPT 420 - PUBLIC SAFETY

	2100 - Police				2150 - Prosecution				2220 - Fire				2250 - Fire Relief											
	BUDGET		ACTUAL		Variance (\$)		Variance (%)		BUDGET		ACTUAL		Variance (\$)		Variance (%)		BUDGET		ACTUAL		Variance (\$)		Variance (%)	
	Month	YTD	Month	YTD	Month	YTD	Month	YTD	Month	YTD	Month	YTD	Month	YTD	Month	YTD	Month	YTD	Month	YTD	Month	YTD	Month	YTD
Law Enforcement Contract	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	0.00%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total Police	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	0.00%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Attorney Criminal	4,250.00	4,250.00	4,737.25	4,737.25	(487.25)	(487.25)	-11.46%	-11.46%	17,000.00	17,000.00	13,579.75	13,579.75	3,420.25	3,420.25	20.12%	20.12%	17,000.00	17,000.00	13,579.75	13,579.75	3,420.25	3,420.25	20.12%	20.12%
Total Prosecution	4,250.00	4,250.00	4,737.25	4,737.25	(487.25)	(487.25)	-11.46%	-11.46%	17,000.00	17,000.00	13,579.75	13,579.75	3,420.25	3,420.25	20.12%	20.12%	17,000.00	17,000.00	13,579.75	13,579.75	3,420.25	3,420.25	20.12%	20.12%
FT Salaries	5,701.46	5,701.46	5,713.07	5,713.07	(11.61)	(11.61)	-0.20%	-0.20%	22,805.84	22,805.84	22,828.98	22,828.98	(23.14)	(23.14)	-0.10%	-0.10%	22,805.84	22,805.84	22,828.98	22,828.98	(23.14)	(23.14)	-0.10%	-0.10%
PT Salaries	7,618.46	7,618.46	6,512.15	6,512.15	1,106.31	1,106.31	14.52%	14.52%	40,889.84	40,889.84	36,426.58	36,426.58	4,463.26	4,463.26	10.92%	10.92%	40,889.84	40,889.84	36,426.58	36,426.58	4,463.26	4,463.26	10.92%	10.92%
PERA Contributions	949.39	949.39	1,034.96	1,034.96	(85.57)	(85.57)	-9.01%	-9.01%	3,723.22	3,723.22	4,159.56	4,159.56	(436.34)	(436.34)	-11.72%	-11.72%	3,723.22	3,723.22	4,159.56	4,159.56	(436.34)	(436.34)	-11.72%	-11.72%
FICA Contributions	825.84	825.84	356.10	356.10	469.74	469.74	56.88%	56.88%	3,949.13	3,949.13	2,047.26	2,047.26	1,901.87	1,901.87	48.16%	48.16%	3,949.13	3,949.13	2,047.26	2,047.26	1,901.87	1,901.87	48.16%	48.16%
Medicare Contributions	193.14	193.14	171.07	171.07	22.07	22.07	11.43%	11.43%	923.59	923.59	831.06	831.06	92.53	92.53	10.02%	10.02%	923.59	923.59	831.06	831.06	92.53	92.53	10.02%	10.02%
Health/Dental Insurance	1,230.00	1,230.00	1,142.00	1,142.00	88.00	88.00	7.15%	7.15%	4,920.00	4,920.00	4,568.00	4,568.00	352.00	352.00	7.15%	7.15%	4,920.00	4,920.00	4,568.00	4,568.00	352.00	352.00	7.15%	7.15%
Unemployment Benefits	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	0.00%	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	0.00%	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	0.00%
Workers Compensation	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	0.00%	9,000.00	9,000.00	0.00	0.00	9,000.00	9,000.00	100.00%	100.00%	9,000.00	9,000.00	0.00	0.00	9,000.00	9,000.00	100.00%	100.00%
Office Supplies	50.00	50.00	436.32	436.32	(386.32)	(386.32)	-772.64%	-772.64%	100.00	100.00	705.06	705.06	(605.06)	(605.06)	-605.06%	-605.06%	100.00	100.00	705.06	705.06	(605.06)	(605.06)	-605.06%	-605.06%
EMS Supplies	0.00	0.00	4.00	4.00	(4.00)	(4.00)	-100.00%	-100.00%	400.00	400.00	228.37	228.37	171.63	171.63	42.91%	42.91%	400.00	400.00	228.37	228.37	171.63	171.63	42.91%	42.91%
Fire Prevention	250.00	250.00	0.00	0.00	250.00	250.00	100.00%	100.00%	1,000.00	1,000.00	0.00	0.00	1,000.00	1,000.00	100.00%	100.00%	1,000.00	1,000.00	0.00	0.00	1,000.00	1,000.00	100.00%	100.00%
Fuel, Oil & Fluids	1,200.00	1,200.00	932.70	932.70	267.30	267.30	22.28%	22.28%	4,800.00	4,800.00	3,641.38	3,641.38	1,158.62	1,158.62	24.14%	24.14%	4,800.00	4,800.00	3,641.38	3,641.38	1,158.62	1,158.62	24.14%	24.14%
Small Tools & Equip	1,900.00	1,900.00	822.38	822.38	1,077.62	1,077.62	56.72%	56.72%	7,600.00	7,600.00	7,819.05	7,819.05	(219.05)	(219.05)	-2.88%	-2.88%	7,600.00	7,600.00	7,819.05	7,819.05	(219.05)	(219.05)	-2.88%	-2.88%
Physicals	575.00	575.00	358.00	358.00	217.00	217.00	37.74%	37.74%	2,300.00	2,300.00	358.00	358.00	1,942.00	1,942.00	84.43%	84.43%	2,300.00	2,300.00	358.00	358.00	1,942.00	1,942.00	84.43%	84.43%
Information Technology	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	0.00%	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	0.00%	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	0.00%
Telephone	350.00	350.00	653.53	653.53	(303.53)	(303.53)	-86.72%	-86.72%	1,400.00	1,400.00	1,774.85	1,774.85	(374.85)	(374.85)	-26.78%	-26.78%	1,400.00	1,400.00	1,774.85	1,774.85	(374.85)	(374.85)	-26.78%	-26.78%
Radio	3,800.76	3,800.76	82.00	82.00	3,718.76	3,718.76	97.84%	97.84%	4,800.76	4,800.76	4,279.11	4,279.11	521.65	521.65	10.87%	10.87%	4,800.76	4,800.76	4,279.11	4,279.11	521.65	521.65	10.87%	10.87%
Mileage	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	0.00%	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	0.00%	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	0.00%
Vehicle Insurance	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	0.00%	0.00	0.00	4,266.00	4,266.00	(4,266.00)	(4,266.00)	-100.00%	-100.00%	0.00	0.00	4,266.00	4,266.00	(4,266.00)	(4,266.00)	-100.00%	-100.00%
Electric Utility	1,800.00	1,800.00	2,002.70	2,002.70	(202.70)	(202.70)	-11.26%	-11.26%	7,200.00	7,200.00	708.73	708.73	9.84%	9.84%	9.84%	9.84%	7,200.00	7,200.00	708.73	708.73	9.84%	9.84%	9.84%	9.84%
Refuse	47.68	47.68	48.38	48.38	(0.70)	(0.70)	-1.47%	-1.47%	190.72	190.72	145.14	145.14	45.58	45.58	23.90%	23.90%	190.72	190.72	145.14	145.14	45.58	45.58	23.90%	23.90%
Repair/Maint Bldg	1,000.00	1,000.00	857.05	857.05	142.95	142.95	14.30%	14.30%	4,000.00	4,000.00	3,325.49	3,325.49	674.51	674.51	16.86%	16.86%	4,000.00	4,000.00	3,325.49	3,325.49	674.51	674.51	16.86%	16.86%
Repair/Maint Equip	3,400.00	3,400.00	6,065.03	6,065.03	(2,665.03)	(2,665.03)	-78.38%	-78.38%	13,600.00	13,600.00	14,569.19	14,569.19	(969.19)	(969.19)	-7.13%	-7.13%	13,600.00	13,600.00	14,569.19	14,569.19	(969.19)	(969.19)	-7.13%	-7.13%
Uniforms	250.00	250.00	14.85	14.85	235.15	235.15	94.06%	94.06%	1,000.00	1,000.00	14.85	14.85	985.15	985.15	98.52%	98.52%	1,000.00	1,000.00	14.85	14.85	985.15	985.15	98.52%	98.52%
Miscellaneous	100.00	100.00	195.22	195.22	(95.22)	(95.22)	-95.22%	-95.22%	400.00	400.00	936.68	936.68	(536.68)	(536.68)	-134.17%	-134.17%	400.00	400.00	936.68	936.68	(536.68)	(536.68)	-134.17%	-134.17%
Dues & Subscriptions	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	0.00%	2,200.00	2,200.00	2,235.00	2,235.00	(35.00)	(35.00)	-1.59%	-1.59%	2,200.00	2,200.00	2,235.00	2,235.00	(35.00)	(35.00)	-1.59%	-1.59%
Books	50.00	50.00	0.00	0.00	50.00	50.00	0.00%	0.00%	100.00	100.00	102.00	102.00	(2.00)	(2.00)	-2.00%	-2.00%	100.00	100.00	102.00	102.00	(2.00)	(2.00)	-2.00%	-2.00%
Conferences & Training	500.00	500.00	2,353.60	2,353.60	(1,853.60)	(1,853.60)	-370.72%	-370.72%	2,000.00	2,000.00	2,753.60	2,753.60	(753.60)	(753.60)	-37.68%	-37.68%	2,000.00	2,000.00	2,753.60	2,753.60	(753.60)	(753.60)	-37.68%	-37.68%
Conferences & Training (Reimb)	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	0.00%	0.00	0.00	(186.38)	(186.38)	186.38	186.38	100.00%	100.00%	0.00	0.00	(186.38)	(186.38)	186.38	186.38	100.00%	100.00%
Total Fire	31,791.73	31,791.73	29,755.11	29,755.11	2,036.62	2,036.62	6.41%	6.41%	139,303.10	139,303.10	124,320.10	124,320.10	14,983.00	14,983.00	10.76%	10.76%	139,303.10	139,303.10	124,320.10	124,320.10	14,983.00	14,983.00	10.76%	10.76%
Fire State Aid	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	0.00%	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	0.00%	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	0.00%
Total Fire Relief	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	0.00%	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	0.00%	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	0.00%

2400 - Building Inspection

	MONTH				
	BUDGET Month	ACTUAL Month	Variance (\$) Month	Variance (%) Month	
FT Salaries	7,384.00	6,892.91	491.09	6.65%	
PERA Contributions	535.34	499.71	35.63	6.66%	
FICA Contributions	457.81	401.64	56.17	12.27%	
Medicare Contributions	107.07	93.92	13.15	12.28%	
Health/Dental Insurance	1,818.00	1,414.00	404.00	22.22%	
Unemployment Benefits	0.00	0.00	0.00	0.00%	
Workers Compensation	(87.12)	0.00	(87.12)	-100.00%	
Office Supplies	420.02	23.70	396.32	94.36%	
Printed Forms	146.61	0.00	146.61	100.00%	
Fuel, Oil & Fluids	0.00	51.66	(51.66)	-100.00%	
Engineering	750.00	579.05	170.95	22.79%	
Surcharge Prints	0.00	0.00	0.00	0.00%	
Inspector Contract Services	0.00	0.00	0.00	0.00%	
Information Technology	0.00	14,587.16	(14,587.16)	-100.00%	
Software Programs	645.00	0.00	645.00	100.00%	
Telephone	45.66	106.35	(60.69)	-132.92%	
Mileage	50.00	0.00	50.00	100.00%	
Insurance	0.00	0.00	0.00	0.00%	
Repairs/Maint Equip	0.00	0.00	0.00	0.00%	
Uniforms	0.00	0.00	0.00	0.00%	
Miscellaneous	0.00	0.00	0.00	0.00%	
Dues & Subscriptions	0.00	95.00	(95.00)	-100.00%	
Books	101.28	249.94	(148.66)	-146.78%	
Conferences & Training	95.00	220.00	(125.00)	-131.58%	
Total Building Inspections	12,468.67	25,215.04	(12,746.37)	-102.23%	
2500 - Emergency Communications					
Contract Services	0.00	0.00	0.00	0.00%	
Total Emergency Communications	0.00	0.00	0.00	0.00%	
2700 - Animal Control					
Printed Forms	0.00	0.00	0.00	0.00%	
Contract Services	500.00	500.00	0.00	0.00%	
Miscellaneous	210.00	195.00	15.00	-100.00%	
Total Animal Control	710.00	695.00	15.00	2.11%	
Total Public Safety	49,220.40	60,402.40	(11,182.00)	-22.72%	

YTD

	YTD				
	BUDGET YTD	ACTUAL YTD	Variance (\$) YTD	Variance (%) YTD	
FT Salaries	29,536.00	27,163.95	2,372.05	8.03%	
PERA Contributions	2,141.36	1,969.37	171.99	8.03%	
FICA Contributions	1,831.23	1,581.89	249.34	13.62%	
Medicare Contributions	428.27	369.94	58.33	13.62%	
Health/Dental Insurance	7,272.00	5,656.00	1,616.00	22.22%	
Unemployment Benefits	0.00	0.00	0.00	0.00%	
Workers Compensation	397.88	0.00	397.88	100.00%	
Office Supplies	613.80	83.76	530.04	86.35%	
Printed Forms	146.61	0.00	146.61	100.00%	
Fuel, Oil & Fluids	54.68	51.66	3.02	5.52%	
Engineering	3,000.00	2,058.05	941.95	31.40%	
Surcharge Prints	0.00	0.00	0.00	0.00%	
Inspector Contract Services	0.00	270.00	(270.00)	-100.00%	
Information Technology	0.00	14,587.16	(14,587.16)	-100.00%	
Software Programs	5,061.50	0.00	5,061.50	100.00%	
Telephone	182.64	234.77	(52.13)	-28.54%	
Mileage	200.00	74.58	125.42	62.71%	
Insurance	0.00	248.00	(248.00)	-100.00%	
Repairs/Maint Equip	0.00	213.28	(213.28)	-100.00%	
Uniforms	86.38	121.98	(35.60)	-41.21%	
Miscellaneous	0.00	0.00	0.00	0.00%	
Dues & Subscriptions	0.00	220.00	(220.00)	-100.00%	
Books	101.28	249.94	(148.66)	0.00%	
Conferences & Training	375.00	420.00	(45.00)	-12.00%	Erosion control conf
Total Building Inspections	51,428.63	55,574.33	(4,145.70)	-8.06%	
2500 - Emergency Communications					
Contract Services	0.00	0.00	0.00	0.00%	
Total Emergency Communications	0.00	0.00	0.00	0.00%	
2700 - Animal Control					
Printed Forms	0.00	0.00	0.00	0.00%	
Contract Services	1,500.00	1,500.00	0.00	0.00%	
Miscellaneous	240.00	360.00	(120.00)	-50.00%	
Total Animal Control	1,740.00	1,860.00	(120.00)	-6.90%	
Total Public Safety	209,471.73	195,968.40	13,503.33	6.45%	

DEPT 430 - PUBLIC WORKS

DEPT 430 - PUBLIC WORKS

	MONTH				YTD			
	BUDGET		ACTUAL		Variance (\$)		Variance (%)	
	Month	Month	Month	Month	Month	Month	Month	Month
3100 - Public Works								
FT Salaries	13,736.00	12,152.72	1,583.28	11.53%	54,944.00	56,021.70	(1,077.70)	-1.96%
PT Salaries	0.00	400.33	(400.33)	-100.00%	0.00	4,687.59	(4,687.59)	-100.00%
PERA Contributions	995.86	910.10	85.76	8.61%	3,983.44	4,399.14	(415.70)	-10.44%
FICA Contributions	851.63	734.80	116.83	13.72%	3,406.53	3,591.22	(184.69)	-5.42%
Medicare Contributions	199.17	171.87	27.30	13.71%	796.69	839.87	(43.18)	-5.42%
Health/Dental Insurance	3,280.00	2,899.00	381.00	11.62%	13,120.00	11,596.00	1,524.00	11.62%
Unemployment Benefits	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%
Workers Compensation	0.00	0.00	0.00	0.00%	8,000.00	0.00	8,000.00	100.00%
Office Supplies	25.00	237.71	(212.71)	-850.84%	100.00	1,178.96	(1,078.96)	-1078.96%
Shop Materials	50.00	459.56	(409.56)	-819.12%	200.00	979.75	(779.75)	-389.88%
Building Repair Supplies	25.00	0.00	25.00	100.00%	100.00	0.00	100.00	100.00%
Small Tools and Minor Equip	200.00	23.52	176.48	88.24%	800.00	391.62	408.38	51.05%
Engineering Services	750.00	1,761.25	(1,011.25)	-134.83%	3,000.00	3,679.00	(679.00)	-22.63%
Contract Services	100.00	39.25	60.75	60.75%	400.00	132.25	267.75	66.94%
Information Technology	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%
Telephone	638.43	617.84	20.59	3.23%	2,553.72	2,330.54	223.18	8.74%
Radio	1,500.00	0.00	1,500.00	100.00%	1,500.00	919.88	580.12	38.67%
Mileage	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%
Insurance	0.00	0.00	0.00	0.00%	0.00	16,085.00	(16,085.00)	-100.00%
Electric Utility	2,000.00	4,181.30	(2,181.30)	-109.07%	8,000.00	11,233.72	(3,233.72)	-40.42%
Refuse	207.82	210.94	(3.12)	-1.50%	831.28	632.82	198.46	23.87%
Fuel, Oil, Fluids (ALL depts)	4,000.00	2,627.08	1,372.92	34.32%	16,000.00	20,835.53	(4,835.53)	-30.22%
Repair/Maint Bldg	100.00	302.58	(202.58)	-202.58%	400.00	1,607.40	(1,207.40)	-301.85%
Repair/Maint NOT Bldg	50.00	0.00	50.00	100.00%	200.00	448.00	(248.00)	-124.00%
Repair/Maint Equip (out)	300.00	0.00	300.00	100.00%	1,200.00	0.00	1,200.00	100.00%
Equipment Parts	0.00	75.36	(75.36)	-100.00%	0.00	154.20	(154.20)	-100.00%
Uniforms	100.00	272.88	(172.88)	-172.88%	400.00	498.69	(98.69)	-24.67%
Miscellaneous	50.00	0.00	50.00	100.00%	200.00	294.40	(94.40)	-47.20%
Landscaping Material	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%
Dues & Subscriptions	50.00	0.00	50.00	100.00%	100.00	185.00	(85.00)	-85.00%
Conferences & Training	0.00	0.00	0.00	0.00%	500.00	0.00	500.00	100.00%
Clean up Days	0.00	0.00	0.00	0.00%	0.00	500.00	(500.00)	-100.00%
Total Public Works	29,208.91	28,078.09	1,130.82	3.87%	120,735.66	143,222.28	(22,486.62)	-18.62%
3120 - Streets								
Equipment Parts	100.00	64.95	35.05	35.05%	400.00	865.17	(465.17)	-116.29%
Street Maintenance Materials	1,000.00	5.42	994.58	99.46%	4,000.00	3,771.76	228.24	5.71%
Sign Repair Materials	0.00	0.00	0.00	0.00%	0.00	968.60	(968.60)	-100.00%
Contract Services	0.00	75.00	(75.00)	-100.00%	300.00	775.93	(475.93)	-158.64%
Repairs/Maint Equipment	200.00	78.25	121.75	60.88%	800.00	78.25	721.75	90.22%
Total Streets	1,300.00	223.62	1,076.38	82.80%	5,500.00	6,459.71	(959.71)	-17.45%
Annual ins prem; budgeted in May								

3125 - Ice & Snow Removal	MONTH				YTD				YTD Commentary
	BUDGET	ACTUAL	Variance (\$)	Variance (%)	BUDGET	ACTUAL	Variance (\$)	Variance (%)	
	Month	Month	Month	Month	YTD	YTD	YTD	YTD	
Landscaping Material	0.00	11.09	(11.09)	-100.00%	0.00	11.09	(11.09)	-100.00%	
Sand/Salt	0.00	0.00	0.00	0.00%	55,000.00	45,416.16	9,583.84	17.43%	
Contract Services	0.00	747.50	(747.50)	-100.00%	4,500.00	9,660.00	(5,160.00)	-114.67%	
Repairs/Maint Equipment	500.00	321.75	178.25	35.65%	2,000.00	2,254.24	(254.24)	-12.71%	
Total Ice & Snow Removal	500.00	1,080.34	(580.34)	-116.07%	61,500.00	57,341.49	4,158.51	6.76%	
3160 - Street Lighting									
Street Lighting	2,400.00	2,125.80	274.20	11.43%	9,600.00	6,461.89	3,138.11	32.69%	
Total Street Lighting	2,400.00	2,125.80	274.20	11.43%	9,600.00	6,461.89	3,138.11	32.69%	
3200 - Recycling									
Recycling Supplies	0.00	2,132.45	(2,132.45)	-100.00%	0.00	2,132.45	(2,132.45)	-100.00%	
Newsletter	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%	
Miscellaneous	0.00	0.00	0.00	0.00%	0.00	1,541.01	(1,541.01)	-100.00%	CFL bulbs for residents
Total Recycling	0.00	2,132.45	(2,132.45)	-100.00%	0.00	3,673.46	(3,673.46)	-100.00%	
3250 - Tree Program									
Contract Services	0.00	950.00	(950.00)	-100.00%	3,750.00	950.00	2,800.00	74.67%	
Total Tree Program	0.00	950.00	(950.00)	-100.00%	3,750.00	950.00	2,800.00	74.67%	
Total Public Works	33,408.91	34,590.30	(1,181.39)	-3.54%	201,085.66	218,108.83	(17,023.17)	-8.47%	

DEPT 450 - CULTURE, RECREATION

	MONTH				YTD			
	BUDGET	ACTUAL	Variance (\$)	Variance (%)	BUDGET	ACTUAL	Variance (\$)	Variance (%)
	Month	Month	Month	Month	YTD	YTD	YTD	YTD
5200 - Parks & Recreation								
FT Salaries	11,150.00	8,219.39	2,930.61	26.28%	41,600.00	35,331.19	6,268.81	15.07%
PT Salaries	0.00	0.00	0.00	0.00%	0.00	1,406.30	(1,406.30)	-100.00%
PERA Contributions	808.38	595.88	212.50	26.29%	3,016.00	2,650.67	365.33	12.11%
FICA Contributions	691.30	487.57	203.73	29.47%	2,579.20	2,190.34	388.86	15.08%
Medicare Contributions	161.68	114.00	47.68	29.49%	603.20	512.24	90.96	15.08%
Health/Dental Insurance	1,108.00	290.16	817.84	73.81%	4,432.00	1,160.64	3,271.36	73.81%
Unemployment Benefits	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%
Workers Compensation	0.00	0.00	0.00	0.00%	4,500.00	0.00	4,500.00	100.00%
Shop Materials	0.00	24.99	(24.99)	-100.00%	0.00	24.99	(24.99)	-100.00%
Chemicals	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%
Equipment Parts	0.00	2,532.94	(2,532.94)	-100.00%	23.50	2,559.96	(2,536.46)	-10793.45%
Building Repair Supplies	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%
Landscaping Materials	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%
Small Tools and Minor Equip	39.87	554.14	(514.27)	-1289.87%	1,609.01	554.14	1,054.87	65.56%
Telephone	180.86	180.73	0.13	0.07%	331.49	350.80	(19.31)	-5.83%
Mitenge	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%
Insurance	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%
Electric Utility	919.64	725.71	193.93	21.09%	0.00	3,171.00	(3,171.00)	-100.00%
Refuse	207.82	210.94	(3.12)	-1.50%	3,086.32	2,669.87	416.45	13.49%
Repair/Maint Bldg	246.25	0.00	246.25	100.00%	623.46	632.82	(9.36)	-1.50%
Repair/Maint NOT Bldg	27.25	1,116.17	(1,088.92)	-3996.04%	246.25	27.64	218.61	88.78%
Rental Buildings	0.00	16.15	(16.15)	-100.00%	27.25	1,770.11	(1,742.86)	-6395.82%
Miscellaneous	300.00	32.84	267.16	89.05%	0.00	2,194.35	(2,194.35)	-100.00%
	50.00	0.00	50.00	100.00%	1,200.00	32.84	1,167.16	97.26%
Total Parks & Recreation	15,891.05	15,101.61	789.44	4.97%	64,227.68	57,889.65	6,338.03	9.87%
DEPT 460 - COMP ADJ	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%
DEPT 490 - CONTINGENCY FUND	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%
DEPT 493 - OTH FINANCING	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%
GRAND TOTAL ALL DEPTS	169,491.83	208,067.16	(38,575.33)	-22.76%	787,405.73	821,537.85	(34,132.12)	-4.33%
Net Income over Expenses	(96,709.85)	(189,149.13)	(92,439.28)	-95.58%	(581,331.50)	(664,928.29)	(83,596.79)	-14.38%

Extra part time help

480D radiator repair/service

Annual ins prem: budgeted in May

Light repairs at Lions field, trail grooming at Sunfish Lake Park
Unforeseen repairs on 98 GMC

MAYOR & COUNCIL COMMUNICATION

DATE: May 20, 2014
**CONSENT
ITEM #4
MOTION**

AGENDA ITEM: New Single Family Home Permit Report

SUBMITTED BY: Rick Chase, Building Official

THROUGH: Rick Chase, Building Official

REVIEWED BY: Kyle Klatt, Planning Director

SUGGESTED ORDER OF BUSINESS:

- Introduction of Item..... City Administrator
- Report/Presentation.....City Administrator
- Questions from Council to Staff.....Mayor Facilitates
- Call for Motion Mayor & City Council
- Discussion..... Mayor & City Council
- Action on Motion.....Mayor Facilitates

SUMMARY AND ACTION REQUESTED: As part of its Consent Agenda, the City Council is asked to accept the monthly new single family home permit report for through April, 2014. No specific motion is needed as this is recommended as part of the *Consent Agenda*.

LEGISLATIVE HISTORY/BACKGROUND INFORMATION:

	<u>2014</u>	<u>2013</u>	<u>2012</u>
New Homes	6	11	6
Total valuation	\$ 3,912,800	\$4,796,742	\$2,996,412
Average home value	652,133	496,494	499,402
Total Building Permits	54	50	62
Total Valuation	\$5,721,971	6,383,967	3,748,082
(New homes included)			

- 2014 Pump house # 4 permitted but not included in valuation. (City Building)

RECOMMENDATION: Based on the aforementioned, the staff recommends the City Council accept the April, 2014 monthly building permit report.

MAYOR & COUNCIL COMMUNICATION

DATE: May 20, 2014
CONSENT
ITEM #5

AGENDA ITEM: Monthly Assessor Report
SUBMITTED BY: Dan Raboin, City Assessor
THROUGH: Cathy Bendel, Finance Director
REVIEWED BY: Finance Committee

SUGGESTED ORDER OF BUSINESS:

- Introduction of Item..... City Administrator
- Report/Presentation..... City Administrator
- Questions from Council to Staff..... Mayor Facilitates
- Call for Motion Mayor & City Council
- Discussion..... Mayor & City Council
- Action on Motion..... Mayor Facilitates

SUMMARY AND ACTION REQUESTED: As part of its Consent Agenda, the City Council is asked to accept the monthly assessor report for through April 2014 outlining work performed on behalf of the City of Lake Elmo. No specific motion is needed as this is recommended as part of the *Consent Agenda*.

LEGISLATIVE HISTORY/BACKGROUND INFORMATION:

Property splits/plats – 0
Sales collected and viewed – 9
Taxpayer and other inquiries – 38
Inspections - 16
Building permit reviews – 13
Pictures taken – 11

Other work performed included:

- Monthly meeting with County residential and commercial supervisors
- LBAE meeting
- 35 value maintenance changes related to 2014 assessment

- Printed quintile field cards for 2015 assessment which included properties in sections 4,5,6,7,8 and 9.

RECOMMENDATION: Based on the aforementioned, the staff recommends the City Council accept the April 2014 monthly assessor report.



MAYOR & COUNCIL COMMUNICATION

DATE: May 20, 2014
CONSENT
ITEM # 6

AGENDA ITEM: Production Well No. 4 – Pay Request No. 6

SUBMITTED BY: Chad Isakson, Project Engineer

THROUGH: Dean A. Zuleger, City Administrator

REVIEWED BY: Jack Griffin, City Engineer
Cathy Bendel, Finance Director
Mike Bouthilet, Public Works

SUGGESTED ORDER OF BUSINESS *if removed from the Consent Agenda*:

- Questions from Council to Staff Mayor Facilitates
- Public Input, if Appropriate.....Mayor Facilitates
- Call for Motion Mayor & City Council
- Discussion..... Mayor & City Council
- Action on Motion..... Mayor Facilitates

POLICY RECOMMENDER: Engineering

FISCAL IMPACT:

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

SUMMARY AND ACTION REQUESTED:

The City Council is respectfully requested to consider approving Pay Request No. 6 for the Production Well No. 4 project. If removed from the consent agenda, the recommended motion for the action is as follows:

“Move to approve Pay Request No. 6 to Keys Well Drilling Company in the amount of \$67,179.25, for the Production Well No. 4 Project”

LEGISLATIVE HISTORY/BACKGROUND INFORMATION:

Keys Well Drilling Co., the Contractor for the project, has submitted Partial Pay Estimate No. 6 in the amount of \$67,179.25. The request has been reviewed and payment is recommended in the amount requested. In accordance with the contract documents, the City has retained 5% of the total work completed. The amount retained is \$12,582.13.

RECOMMENDATION:

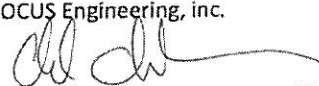
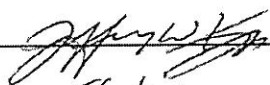
Staff is recommending that the City Council consider approving, *as part of the Consent Agenda*, Pay Request No. 6 for the Production Well No. 4 project. If removed from the consent agenda, the recommended motion for the action is as follows:

“Move to approve Pay Request No. 6 to Keys Well Drilling Company in the amount of \$67,179.25, for the Production Well No. 4 Project”

ATTACHMENT(S):

1. Partial Pay Estimate No. 6

PROJECT PAY FORM

PARTIAL PAY ESTIMATE NO. <u>6</u>		FOCUS ENGINEERING, inc.																			
PRODUCTION WELL NO. 4 PROJECT NO. 2013.125		PERIOD OF ESTIMATE FROM <u>12/28/2014</u> TO <u>4/25/2014</u>																			
PROJECT OWNER: CITY OF LAKE ELMO 3800 LAVERNE AVENUE NORTH LAKE ELMO, MN 55042 ATTN: JACK GRIFFIN, P.E., CITY ENGINEER		CONTRACTOR: KEYS WELL DRILLING CO. 1156 HOMER ST ST. PAUL, MN 55116 ATTN: JEFFREY KEYS																			
CONTRACT CHANGE ORDER SUMMARY		PAY ESTIMATE SUMMARY																			
No.	Approval Date	Amount																			
		Additions	Deductions																		
1	11/19/2013	na	na																		
TOTALS		\$0.00	\$0.00																		
NET CHANGE		\$0.00	\$0.00																		
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; padding: 2px;">1. Original Contract Amount</td> <td style="width: 50%; padding: 2px; text-align: right;">\$304,800.00</td> </tr> <tr> <td style="padding: 2px;">2. Net Change Order Sum</td> <td style="padding: 2px; text-align: right;">\$0.00</td> </tr> <tr> <td style="padding: 2px;">3. Revised Contract (1+2)</td> <td style="padding: 2px; text-align: right;">\$304,800.00</td> </tr> <tr> <td style="padding: 2px;">4. *Work Completed</td> <td style="padding: 2px; text-align: right;">\$251,642.50</td> </tr> <tr> <td style="padding: 2px;">5. *Stored Materials</td> <td style="padding: 2px; text-align: right;">\$0.00</td> </tr> <tr> <td style="padding: 2px;">6. Subtotal (4+5)</td> <td style="padding: 2px; text-align: right;">\$251,642.50</td> </tr> <tr> <td style="padding: 2px;">7. Retainage* <u>5.0%</u></td> <td style="padding: 2px; text-align: right;">\$12,582.13</td> </tr> <tr> <td style="padding: 2px;">8. Previous Payments</td> <td style="padding: 2px; text-align: right;">\$171,881.13</td> </tr> <tr> <td style="padding: 2px;">9. Amount Due (6-7-8)</td> <td style="padding: 2px; text-align: right;">\$67,179.25</td> </tr> </table>				1. Original Contract Amount	\$304,800.00	2. Net Change Order Sum	\$0.00	3. Revised Contract (1+2)	\$304,800.00	4. *Work Completed	\$251,642.50	5. *Stored Materials	\$0.00	6. Subtotal (4+5)	\$251,642.50	7. Retainage* <u>5.0%</u>	\$12,582.13	8. Previous Payments	\$171,881.13	9. Amount Due (6-7-8)	\$67,179.25
1. Original Contract Amount	\$304,800.00																				
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7. Retainage* <u>5.0%</u>	\$12,582.13																				
8. Previous Payments	\$171,881.13																				
9. Amount Due (6-7-8)	\$67,179.25																				
CONTRACT TIME																					
START DATE: <u>7/8/2013</u>		ORIGINAL DAYS <u>158</u>																			
SUBSTANTIAL COMPLETION: <u>11/29/2013</u>		REVISED DAYS <u>0</u>																			
FINAL COMPLETION: <u>12/13/2013</u>		REMAINING <u>-133</u>																			
ON SCHEDULE YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>																					
ENGINEER'S CERTIFICATION: The undersigned certifies that the work has been reviewed and to the best of their knowledge and belief, the quantities shown in this estimate are correct and the work has been performed in accordance with the contract documents.		FOCUS Engineering, inc.  ENGINEER <u>4/25/2014 5/12/2014</u> DATE																			
CONTRACTOR'S CERTIFICATION: The undersigned Contractor certifies that to the best of their knowledge, information and belief the work covered by this payment estimate has been completed in accordance with the contract documents, that all amounts have been paid by the contractor for work for which previous payment estimates was issued and payments received from the owner, and that current payment shown herein is now due.		CONTRACTOR BY  <u>5/1/14</u> DATE																			
APPROVED BY OWNER: CITY OF LAKE ELMO, MINNESOTA																					
BY _____		BY _____																			
DATE _____		DATE _____																			

PARTIAL PAY ESTIMATE NO. 6

PRODUCTION WELL NO. 4
CITY OF LAKE ELMO, MINNESOTA
PROJECT NO. 2013.125

FOCUS ENGINEERING, inc.

ITEM	DESCRIPTION OF PAY ITEM	UNIT	CONTRACT			THIS PERIOD		TOTAL TO DATE	
			QUANTITY	UNIT PRICE	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT
1	MOBILIZATION / SITE WORK	LS	1	\$26,000.00	\$26,000.00	0.30	\$7,800.00	0.90	\$23,400.00
2	SILT FENCE	LF	550	\$5.00	\$2,750.00	-	\$0.00	275.00	\$1,375.00
3	24-INCH STEEL CASING	LF	95	\$200.00	\$19,000.00	-	\$0.00	89.00	\$17,800.00
4	24-INCH OPEN HOLE	LF	110	\$125.00	\$13,750.00	-	\$0.00	122.00	\$15,250.00
5	18-INCH STEEL CASING	LF	210	\$80.00	\$16,800.00	-	\$0.00	211.00	\$16,880.00
6	18-INCH OPEN HOLE	LF	85	\$60.00	\$5,100.00	-	\$0.00	81.00	\$4,860.00
7	GROUT	CY	50	\$410.00	\$20,500.00	-	\$0.00	28.00	\$11,480.00
8	EXPLOSIVES	LB	400	\$28.00	\$11,200.00	100.00	\$2,800.00	410.00	\$11,480.00
9	REMOVAL OF ROCK	CY	750	\$70.00	\$52,500.00	225.00	\$15,750.00	950.00	\$66,500.00
10	AIR SURGING MOBILIZATION	LS	1	\$4,500.00	\$4,500.00	1.00	\$4,500.00	2.00	\$9,000.00
11	AIR SURGING DEVELOPMENT	HRS	125	\$210.00	\$26,250.00	39.00	\$8,190.00	87.50	\$18,375.00
12	TELEVISION SURVEY	LS	1	\$1,400.00	\$1,400.00	1.00	\$1,400.00	1.00	\$1,400.00
13	TEST PUMP MOBILIZATION & INSTALL	LS	1	\$5,000.00	\$5,000.00	0.50	\$2,500.00	1.50	\$7,500.00
14	TEST PUMPING	HRS	80	\$140.00	\$11,200.00	16.00	\$2,240.00	53.00	\$7,420.00
15	TEST PUMPING DISCHARGE PIPE	LF	2,500	\$5.50	\$13,750.00	-	\$0.00	2425.00	\$13,337.50
16	SAND CONTENT TESTS	EA	5	\$50.00	\$250.00	-	\$0.00	1.00	\$50.00
17	CHEM. ANALYSIS & BACT. TEST	LS	1	\$4,500.00	\$4,500.00	1.00	\$4,500.00	1.00	\$4,500.00
18	SOUNDS BARRIER CONSTRUCTION	SF	1,600	\$8.00	\$12,800.00	-	\$0.00	-	\$0.00
19	GAMMA LOG	EA	1	\$800.00	\$800.00	1.00	\$800.00	1.00	\$800.00
20	RESTORATION	LS	1	\$3,500.00	\$3,500.00	-	\$0.00	-	\$0.00
21	WELL PUMP	LS	1	\$53,250.00	\$53,250.00	0.38	\$20,235.00	0.38	\$20,235.00

TOTALS - BASE CONTRACT

\$304,800.00

\$70,715.00

\$251,642.50



MAYOR & COUNCIL COMMUNICATION

DATE: May 20, 2014
CONSENT
ITEM #: 7

AGENDA ITEM: Section 34 Water and Sewer Utility Extension Improvements – Pay Request No. 4

SUBMITTED BY: Ryan Stempski, Project Engineer

THROUGH: Dean A. Zuleger, City Administrator

REVIEWED BY: Jack Griffin, City Engineer
Cathy Bendel, Finance Director
Mike Bouthilet, Public Works

SUGGESTED ORDER OF BUSINESS (if removed from the Consent Agenda):

- Questions from Council to Staff Mayor Facilitates
- Public Input, if Appropriate.....Mayor Facilitates
- Call for Motion Mayor & City Council
- Discussion..... Mayor & City Council
- Action on Motion..... Mayor Facilitates

POLICY RECOMMENDER: Engineering

FISCAL IMPACT:

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

SUMMARY AND ACTION REQUESTED:

The City Council is respectfully requested to consider approving Pay Request No. 4 for the Section 34 Water and Sewer Utility Extension Improvements. If removed from the consent agenda, the recommended motion for this action is as follows:

“Move to approve Pay Request No. 4 to Redstone Construction Company, Inc. in the amount of \$48,070.00, for the Section 34 Water and Sewer Utility Extension Improvements.”

LEGISLATIVE HISTORY/BACKGROUND INFORMATION:

Redstone Construction Company, Inc. (the Contractor for the project) has submitted Partial Pay Estimate No. 4 in the amount of \$48,070.00. The request has been reviewed and payment is recommended in the amount requested. In accordance with the contract documents, the City has retained 5% of the total work completed. The amount retained is \$73,973.89

RECOMMENDATION:

Staff is recommending that the City Council consider approving, *as part of the Consent Agenda*, Pay Request No. 4 for the Section 34 Water and Sewer Utility Extension Improvements. If removed from the consent agenda, the recommended motion for this action is as follows:

“Move to approve Pay Request No. 4 to Redstone Construction Company, Inc. in the amount of \$48,070.00, for the Section 34 Water and Sewer Utility Extension Improvements.”

ATTACHMENT(S):

1. Partial Pay Estimate No. 4

PROJECT PAY FORM

PARTIAL PAY ESTIMATE NO. 4

FOCUS ENGINEERING, Inc.

SECTION 34 WATER & SEWER UTILITY EXTENSION IMPROVEMENTS
PROJECT NO. 2013.126

PERIOD OF ESTIMATE
FROM 1/2/2014 TO 4/30/2014

PROJECT OWNER:
CITY OF LAKE ELMO
3800 LAVERNE AVENUE NORTH
LAKE ELMO, MN 55042
ATTN: JACK GRIFFIN, CITY ENGINEER

CONTRACTOR:
REDSTONE CONSTRUCTION COMPANY INC.
PO BOX 218
MORA, MN 55051
ATTN: DALE MANS, PROJECT MANAGER

CONTRACT CHANGE ORDER SUMMARY

No.	Approval Date	Amount	
		Additions	Deductions
1	11/6/2013	\$11,162.82	\$0.00
2	1/6/2014	\$0.00	\$0.00
TOTALS		\$11,162.82	\$0.00
NET CHANGE		\$11,162.82	

PAY ESTIMATE SUMMARY

1. Original Contract Amount	\$1,701,884.50
2. Net Change Order Sum	\$11,162.82
3. Revised Contract (1+2)	\$1,713,047.32
4. *Work Completed	\$1,479,477.81
5. *Stored Materials	\$0.00
6. Subtotal (4+5)	\$1,479,477.81
7. Retainage* 5.0%	\$73,973.89
8. Previous Payments	\$1,357,433.92
9. Amount Due (6-7-8)	\$48,070.00
*Detailed Breakdown Attached	

CONTRACT TIME

START DATE: 10/7/2013
SUBSTANTIAL COMPLETION: 5/19/2014
FINAL COMPLETION: 5/30/2014

ORIGINAL DAYS 235
REVISED DAYS
REMAINING 30

ON SCHEDULE
YES ☒
NO ☐

ENGINEER'S CERTIFICATION:

The undersigned certifies that the work has been reviewed and to the best of their knowledge and belief, the quantities shown in this estimate are correct and the work has been performed in accordance with the contract documents.

FOCUS Engineering, Inc.

ENGINEER

DATE

CONTRACTOR'S CERTIFICATION:

The undersigned Contractor certifies that to the best of their knowledge, information and belief the work covered by this payment estimate has been completed in accordance with the contract documents, that all amounts have been paid by the contractor for work for which previous payment estimates was issued and payments received from the owner, and that current payment shown herein is now due.

CONTRACTOR

BY

DATE

APPROVED BY OWNER: CITY OF LAKE ELMO, MINNESOTA

BY

DATE

BY

DATE

PARTIAL PAY ESTIMATE NO.

4

SECTION 34 WATER & SEWER UTILITY EXTENSION IMPROVEMENTS
CITY OF LAKE ELMO, MINNESOTA
PROJECT NO. 2013.126

FOCUS ENGINEERING, inc.

ITEM	DESCRIPTION OF PAY ITEM	UNIT	CONTRACT			THIS PERIOD		TOTAL TO DATE	
			QUANTITY	UNIT PRICE	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT
DIVISION 1 - GENERAL									
1	MOBILIZATION	LS	1.00	\$48,000.00	\$48,000.00	0.00	\$0.00	0.99	\$43,200.00
2	TRAFFIC CONTROL	LS	1	\$6,300.00	\$6,300.00	0.00	\$0.00	1	\$6,300.00
3	CLEAR AND GRUB TREES	LS	1	\$19,000.00	\$19,000.00	0.00	\$0.00	1	\$19,000.00
4	TEMPORARY ROCK CONSTRUCTION ENTRANCE	EA	2	\$1,100.00	\$2,200.00	0.00	\$0.00	0	\$0.00
5	STREET SWEEPING	HR	40	\$175.00	\$7,000.00	0.00	\$0.00	0	\$0.00
SUBTOTAL - DIVISION 1					\$82,500.00		\$0.00		\$68,500.00
DIVISION 2 - SANITARY SEWER (GRAVITY SEWER - HUDSON BLVD.)									
6	CONCRETE JERSEY BARRIERS	LF	900	\$21.00	\$18,900.00	0.00	\$0.00	900	\$18,900.00
7	REMOVE AND DISPOSE OF EXISTING BITUMINOUS DRIVEWAY	SY	500	\$2.20	\$1,100.00	0.00	\$0.00	0	\$0.00
8	REMOVE PIPE CULVERT	LF	245	\$5.50	\$1,347.50	0.00	\$0.00	79	\$434.50
9	REMOVE SANITARY SEWER PIPE	LF	13	\$6.55	\$85.15	0.00	\$0.00	13	\$85.15
10	SALVAGE AND REINSTALL 12" RCP, INCL APRONS	LF	50	\$22.10	\$1,105.00	0.00	\$0.00	50	\$1,105.00
11	PATCH BITUMINOUS DRIVEWAY	SY	500	\$35.00	\$17,500.00	0.00	\$0.00	0	\$0.00
12	PATCH GRAVEL DRIVEWAY	TN	100	\$15.00	\$1,500.00	0.00	\$0.00	209	\$3,135.00
13	29" X 42" ARCH CMP CULVERT	LF	69	\$51.90	\$3,581.10	0.00	\$0.00	64	\$3,321.60
14	30" CMP CULVERT	LF	71	\$44.20	\$3,138.20	0.00	\$0.00	15	\$663.00
15	36" CMP CULVERT	LF	35	\$51.90	\$1,816.50	0.00	\$0.00	0	\$0.00
16	42" CMP CULVERT	LF	64	\$76.20	\$4,876.80	0.00	\$0.00	0	\$0.00
17	29" X 42" ARCH CMP CULVERT	EA	2	\$498.00	\$996.00	0.00	\$0.00	2	\$996.00
18	30" CMP APRON	EA	3	\$389.00	\$1,167.00	0.00	\$0.00	1	\$389.00
19	36" CMP APRON	EA	2	\$573.00	\$1,146.00	0.00	\$0.00	0	\$0.00
20	42" CMP APRON	EA	2	\$1,110.00	\$2,220.00	0.00	\$0.00	0	\$0.00
21	CONNECT TO EXISTING SANITARY SEWER MH	EA	1	\$993.00	\$993.00	0.00	\$0.00	1	\$993.00
22	8" PVC SANITARY SEWER, SDR 35, 0' - 10' DEEP	LF	25	\$38.90	\$972.50	0.00	\$0.00	28	\$1,089.20
23	10" PVC SANITARY SEWER, SDR 26, 25' - 30' DEEP	LF	20	\$154.00	\$3,080.00	0.00	\$0.00	20	\$3,080.00
24	12" PVC SANITARY SEWER, SDR 35, 0' - 10' DEEP	LF	885	\$36.20	\$32,037.00	0.00	\$0.00	860	\$31,132.00
25	12" PVC SANITARY SEWER, SDR 35, 10' - 15' DEEP	LF	675	\$40.00	\$27,000.00	0.00	\$0.00	700	\$28,000.00
26	12" PVC SANITARY SEWER, SDR 35, 15' - 20' DEEP	LF	290	\$71.40	\$20,706.00	0.00	\$0.00	287	\$20,491.80
27	12" PVC SANITARY SEWER, SDR 35, 15' - 20' DEEP	LF	65	\$83.60	\$5,434.00	0.00	\$0.00	63	\$5,266.80
28	12" PVC SANITARY SEWER, SDR 26, 20' - 25' DEEP	LF	200	\$91.20	\$18,240.00	0.00	\$0.00	200	\$18,240.00
29	12" PVC SANITARY SEWER, SDR 26, 25' - 30' DEEP	LF	560	\$103.00	\$57,680.00	0.00	\$0.00	516	\$53,148.00
30	JACK 12" PVC SANITARY SEWER	LF	40	\$410.00	\$16,400.00	0.00	\$0.00	40	\$16,400.00
31	ROCK FOUNDATION BORROW	LF	1,300	\$0.01	\$13.00	0.00	\$0.00	0	\$0.00
32	INSULATION, 2" THICK	SY	150	\$19.90	\$2,985.00	0.00	\$0.00	188.3	\$3,747.17
33	PLACE FILL OVER SANITARY SEWER PIPE (LV)	CY	150	\$7.75	\$1,162.50	0.00	\$0.00	100	\$775.00
34	CROSS HIGH PRESSURE GAS PIPE LINE	LS	1	\$2,760.00	\$2,760.00	0.00	\$0.00	1	\$2,760.00
35	SANITARY SEWER MH, 4' DIAMETER	EA	8	\$2,530.00	\$20,240.00	0.00	\$0.00	8	\$20,240.00
36	EXCESS MANHOLE DEPTH, 4' DIAMETER	LF	56	\$97.20	\$5,443.20	0.00	\$0.00	45.98	\$4,469.26
37	TELEVIEW SANITARY SEWER	LF	2,672	\$1.75	\$4,676.00	0.00	\$0.00	0	\$0.00
38	OFF ROAD STRUCTURE MARKER	EA	7	\$55.20	\$386.40	0.00	\$0.00	7	\$386.40
39	SEED MIX 250 & BLANKET	SY	5,000	\$1.10	\$5,500.00	0.00	\$0.00	0	\$0.00
40	SEED MIX 270 & BLANKET	SY	5,200	\$1.14	\$5,928.00	0.00	\$0.00	0	\$0.00
41	SEED MIX 250 & HYDROMULCH	SY	5,000	\$0.42	\$2,100.00	0.00	\$0.00	17,000	\$7,140.00
42	SEED MIX 270 & HYDROMULCH	SY	5,200	\$0.46	\$2,392.00	0.00	\$0.00	0	\$0.00
43	EROSION STABILIZATION MAT	SY	150	\$9.90	\$1,485.00	0.00	\$0.00	0	\$0.00
44	TEMPORARY SEED MIX 100 AND MULCH	AC	4	\$686.00	\$2,744.00	0.00	\$0.00	0	\$0.00
45	DITCH CHECK	EA	8	\$97.50	\$780.00	0.00	\$0.00	0	\$0.00
46	CULVERT INLET PROTECTION	EA	8	\$200.00	\$1,600.00	0.00	\$0.00	0	\$0.00
47	SILT FENCE	LF	1,500	\$1.71	\$2,565.00	0.00	\$0.00	1,352	\$2,311.92
SUBTOTAL - DIVISION 2					\$305,781.85		\$0.00		\$248,699.80

ITEM	DESCRIPTION OF PAY ITEM	UNIT	CONTRACT			THIS PERIOD		TOTAL TO DATE		
			QUANTITY	UNIT PRICE	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT	
DIVISION 3 - SANITARY SEWER (LIFT STATION SYSTEM)										
48	REMOVE AND DISPOSE OF EXISTING BITUMINOUS DRIVEWAY	SY	570	\$2.75	\$1,567.50	0.00	\$0.00	345	\$948.75	
49	REMOVE AND DISPOSE OF EXISTING CONCRETE DRIVEWAY	SY	40	\$8.75	\$350.00	0.00	\$0.00	0	\$0.00	
50	REMOVE AND DISPOSE OF CONCRETE CURB AND GUTTER	LF	30	\$4.35	\$130.50	0.00	\$0.00	30	\$130.50	
51	REMOVE PIPE CULVERT	LF	165	\$5.50	\$907.50	0.00	\$0.00	178	\$979.00	
52	SALVAGE AND REINSTALL 18" RCP, INCL APRONS	LF	60	\$24.30	\$1,458.00	0.00	\$0.00	24	\$583.20	
53	PATCH BITUMINOUS DRIVEWAY	SY	200	\$35.00	\$7,000.00	0.00	\$0.00	0	\$0.00	
54	PATCH GRAVEL DRIVEWAY	TN	250	\$15.00	\$3,750.00	0.00	\$0.00	94	\$1,410.00	
55	B618 CONCRETE CURB AND GUTTER	LF	30	\$30.00	\$900.00	0.00	\$0.00	0	\$0.00	
56	12" CMP CULVERT	LF	30	\$20.50	\$615.00	0.00	\$0.00	40	\$820.00	
57	18" CMP CULVERT	LF	52	\$26.80	\$1,393.60	0.00	\$0.00	92	\$2,465.60	
58	21" CMP CULVERT	LF	40	\$31.00	\$1,240.00	0.00	\$0.00	41	\$1,271.00	
59	12" CMP APRON	EA	1	\$131.00	\$131.00	0.00	\$0.00	1	\$131.00	
60	18" CMP APRON	EA	2	\$157.00	\$314.00	0.00	\$0.00	3	\$471.00	
61	21" CMP APRON	EA	2	\$187.00	\$374.00	0.00	\$0.00	2	\$374.00	
62	8" DIP SANITARY SEWER, CLASS 52, 10' - 15' DEEP	LF	40	\$44.30	\$1,772.00	0.00	\$0.00	40	\$1,772.00	
63	8" PVC SANITARY SEWER, SDR 35, 0' - 10' DEEP	LF	700	\$25.70	\$17,990.00	0.00	\$0.00	699	\$17,964.30	
64	8" PVC SANITARY SEWER, SDR 35, 10' - 15' DEEP	LF	1,275	\$28.00	\$35,700.00	0.00	\$0.00	957	\$26,796.00	
65	8" PVC SANITARY SEWER, SDR 35, 15' - 20' DEEP	LF	425	\$59.00	\$25,075.00	0.00	\$0.00	744	\$43,896.00	
66	8" PVC SANITARY SEWER, SDR 35, 20' - 25' DEEP	LF	10	\$74.30	\$743.00	0.00	\$0.00	0	\$0.00	
67	8" PVC SANITARY SEWER, SDR 26, 0' - 10' DEEP	LF	50	\$28.10	\$1,405.00	0.00	\$0.00	0	\$0.00	
68	8" PVC SANITARY SEWER, SDR 26, 10' - 15' DEEP	LF	806	\$34.50	\$27,807.00	0.00	\$0.00	747	\$25,771.50	
69	8" PVC SANITARY SEWER, SDR 26, 15' - 20' DEEP	LF	435	\$69.90	\$30,406.50	0.00	\$0.00	381	\$26,631.90	
70	8" PVC SANITARY SEWER, SDR 26, 20' - 25' DEEP	LF	715	\$82.90	\$59,273.50	0.00	\$0.00	896	\$74,278.40	
71	8" PVC SANITARY SEWER, SDR 26, 25' - 30' DEEP	LF	85	\$94.20	\$8,007.00	0.00	\$0.00	70	\$6,594.00	
72	10" PVC SANITARY SEWER, SDR 26, 15' - 20' DEEP	LF	70	\$80.10	\$5,607.00	0.00	\$0.00	0	\$0.00	
73	10" PVC SANITARY SEWER, SDR 26, 20' - 25' DEEP	LF	32	\$51.50	\$1,648.00	0.00	\$0.00	102	\$5,253.00	
74	10" PVC SANITARY SEWER, SDR 26, 25' - 30' DEEP	LF	0	\$109.00	\$0.00	0.00	\$0.00	0	\$0.00	
75	10" PVC SANITARY SEWER, SDR 26, 30' - 35' DEEP	LF	0	\$137.00	\$0.00	0.00	\$0.00	0	\$0.00	
76	ROCK FOUNDATION BORROW	LF	5,000	\$0.01	\$50.00	0.00	\$0.00	0	\$0.00	
77	6" DIP SANITARY SEWER OUTSIDE DROP	LF	27	\$162.00	\$4,374.00	0.00	\$0.00	12.1	\$1,960.20	
78	8" DIP SANITARY SEWER BLIND OUTSIDE DROP	LF	29	\$151.00	\$4,379.00	0.00	\$0.00	29.3	\$4,424.30	
79	SANITARY SEWER MH, 4' DIAMETER	EA	27	\$2,460.00	\$66,420.00	0.00	\$0.00	27	\$66,420.00	
80	EXCESS MANHOLE DEPTH, 4' DIAMETER	LF	168	\$97.20	\$16,368.48	0.00	\$0.00	187.52	\$18,226.94	
81	TELEVIEW SANITARY SEWER	LF	4,733	\$1.75	\$8,282.75	0.00	\$0.00	0	\$0.00	
82	OFF ROAD STRUCTURE MARKER	EA	29	\$55.20	\$1,600.80	0.00	\$0.00	27	\$1,490.40	
83	8" PVC FORCE MAIN	LF	5,960	\$24.90	\$148,404.00	0.00	\$0.00	5,940	\$147,906.00	
84	AIR RELEASE MH	EA	2	\$5,410.00	\$10,820.00	0.00	\$0.00	2	\$10,820.00	
85	DIP FITTINGS	LB	186	\$5.95	\$1,106.70	0.00	\$0.00	186	\$1,106.70	
86	LIFT STATION	LS	1	\$220,000.00	\$220,000.00	0.23	\$50,600.00	0.80	\$176,000.00	
87	BITUMINOUS DRIVEWAY (LIFT STATION)	SY	317	\$33.00	\$10,461.00	0.00	\$0.00	0	\$0.00	
88	SEED MIX 250 & BLANKET	SY	24,600	\$1.10	\$27,060.00	0.00	\$0.00	2,500	\$2,750.00	
89	SEED MIX 250 & HYDROMULCH	SY	24,000	\$50.42	\$1,209,840.00	0.00	\$0.00	23,794	\$9,993.48	
90	EROSION STABILIZATION MAT	SY	50	\$9.90	\$495.00	0.00	\$0.00	0	\$0.00	
91	SEED MIX 250, MULCH, & DISC ANCHOR	AC	5	\$929.00	\$4,645.00	0.00	\$0.00	4.5	\$4,180.50	
92	TEMPORARY SEED MIX 100 AND MULCH	AC	15	\$686.00	\$10,290.00	0.00	\$0.00	0	\$0.00	
93	WETLAND RESTORATION WITH BWSR MIX 34-181	SY	80	\$9.91	\$792.80	0.00	\$0.00	0	\$0.00	
94	DITCH CHECK	EA	17	\$97.50	\$1,657.50	0.00	\$0.00	0	\$0.00	
95	CULVERT INLET PROTECTION	EA	9	\$200.00	\$1,800.00	0.00	\$0.00	4	\$800.00	
96	SILT FENCE	LF	5,310	\$1.71	\$9,080.10	0.00	\$0.00	2,630	\$4,497.30	
SUBTOTAL - DIVISION 3					\$793,732.23		\$50,600.00		\$689,116.97	
DIVISION 4 - SANITARY SEWER (SERVICE TO CM PROPERTIES)										
97	8" PVC SANITARY SEWER, SDR 35, 0' - 10' DEEP	LF	45	\$33.20	\$1,494.00	0.00	\$0.00	45	\$1,494.00	
98	JACK 8" PVC SANITARY SEWER	LF	60	\$405.00	\$24,300.00	0.00	\$0.00	60	\$24,300.00	
99	SEED MIX 250 & BLANKET	SY	300	\$1.10	\$330.00	0.00	\$0.00	0	\$0.00	
100	SILT FENCE	LF	50	\$1.71	\$85.50	0.00	\$0.00	50	\$85.50	
SUBTOTAL - DIVISION 4					\$26,209.50		\$0.00		\$25,879.50	
DIVISION 5 - SANITARY SEWER (LENNAR AREA SERVICES)										
101	8" X 4" PVC WYE, SDR 26	EA	11	\$127.00	\$1,397.00	0.00	\$0.00	11	\$1,397.00	
102	4" PVC SANITARY SEWER SERVICE RISER	LF	130	\$7.75	\$1,007.50	0.00	\$0.00	148	\$1,147.00	
SUBTOTAL - DIVISION 5					\$2,404.50		\$0.00		\$2,544.00	
DIVISION 6 - WATERMAIN										
103	CONNECT TO EXISTING 12" WATER MAIN	EA	1	\$404.00	\$404.00	0.00	\$0.00	1	\$404.00	
104	6" DIP, CL 52 WATER MAIN	LF	215	\$28.50	\$6,127.50	0.00	\$0.00	155	\$4,417.50	
105	8" DIP, CL 52 WATER MAIN	LF	40	\$35.90	\$1,436.00	0.00	\$0.00	44	\$1,579.60	
106	12" DIP, CL 52 WATER MAIN	LF	7,305	\$48.90	\$357,214.50	0.00	\$0.00	6,541	\$319,854.90	
107	CROSS HIGH PRESSURE GAS PIPE LINE	LS	1	\$882.00	\$882.00	0.00	\$0.00	1	\$882.00	
108	6" GATE VALVE AND BOX	EA	14	\$1,220.00	\$17,080.00	0.00	\$0.00	10	\$12,200.00	
109	8" GATE VALVE AND BOX	EA	4	\$1,830.00	\$7,320.00	0.00	\$0.00	4	\$7,320.00	
110	12" GATE VALVE AND BOX	EA	12	\$3,070.00	\$36,840.00	0.00	\$0.00	12	\$36,840.00	
111	VALVE BOX EXTENSION	LF	15	\$55.40	\$831.00	0.00	\$0.00	2	\$110.80	
112	VALVE NUT EXTENSION	LF	15	\$37.70	\$565.50	0.00	\$0.00	0	\$0.00	
113	HYDRANT	EA	11	\$4,090.00	\$44,990.00	0.00	\$0.00	10	\$40,900.00	

TOTALS - REVISED CONTRACT	\$1,713,047.32	\$50,600.00	\$1,479,477.81
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DATE: May 20, 2014
CONSENT
ITEM # 8
ORDINANCE 08-109

AGENDA ITEM: City Code Amendment – Driveway Width Perfecting Amendment

SUBMITTED BY: Nick M. Johnson, City Planner

THROUGH: Dean Zuleger, City Administrator

REVIEWED BY: Kyle Klatt, Community Development Director
Jack Griffin, City Engineer
Rick Chase, Building Official
Greg Malmquist, Fire Chief

SUGGESTED ORDER OF BUSINESS (if removed from the Consent Agenda):

- Introduction of ItemCommunity Development Director
- Report/Presentation.....Community Development Director
- Questions from Council to Staff Mayor Facilitates
- Call for Motion Mayor & City Council
- Discussion Mayor & City Council
- Action on Motion..... Mayor Facilitates

POLICY RECCOMENDER: Staff is recommending approval of a perfecting amendment to the City's driveway standards related to minimum and maximum driveway width in residential districts. Updating the driveway width standards should allow for more safe and efficient ingress and egress traffic movements out of residential driveways.

FISCAL IMPACT: None

SUMMARY AND ACTION REQUESTED: The City Council is asked to approve a perfecting amendment to the City's driveway standards to update the minimum and maximum width of driveways in residential districts. Staff is recommending that the minimum driveway width be increased from ten (10) to twelve (12) feet, and the maximum driveway width in the public right-of-way be increase from twenty-two (22) to twenty-six (26) feet.

Staff is recommending that the City Council approve Ordinance 08-109 to update the City's driveway standards related to driveway width in residential districts as part of the Consent

Agenda. If removed from the Consent Agenda, Ordinance 08-109 can be approved through the following motion:

“Move to approve Ordinance 08-109, updating the City’s driveway width standards in residential districts to provide safe and adequate access to residential homes.”

LEGISLATIVE HISTORY/BCKGROUND INFORMATION:

In December of 2013, the City updated its driveway provisions as part of general updates and continuous improvement to the City Code. As part of that update, the City carried forward the existing standard of using twenty-two feet as the maximum width of driveways in the public right-of-way. While sufficient for residential properties in the rural zoning districts, twenty-two feet is not considered a safe and sufficient standard for urban residential properties, particularly for homes with three-car garages that are closer to the street. In reviewing the standards of other communities (Attachment #2), staff has found that the maximum driveway widths in the right-of-way of other communities all exceed the City’s current standard of twenty-two feet. In consulting with the City Engineer and Building Official, staff determined that twenty-six feet is a sufficient width, while at the same time promoting good access management principles by limiting curb-cuts to 26 feet, creating greater space between curb cuts/access points on residential streets. Allowing for the increased width of 4 feet (22 to 26 feet) will allow for improved safety of turning movements in an out of urban residential properties, while at the same time still limiting the curb cut width to promote good access spacing.

In addition to the maximum driveway width, staff also reviewed the minimum width to ensure that the City was promoting a standard that was sufficient for emergency vehicle access. In reviewing the standard of ten feet, the Fire Chief noted that the width of typical fire trucks while in operation (cabinets opened, all equipment being accessed) are close to ten feet in width. Add to this consideration that during the winter months, many driveways become more narrow due to snow storage. For these reasons, staff is recommending increasing the minimum driveway width from ten (10) to twelve (12) feet.

Finally, Staff would also recommend striking subsection c related to increased width for the curb cut in residential districts. With increasing the maximum width in the public right-of-way, Staff no longer thinks that the increase curb cut is necessary. All single family residential and rural districts should be able to meet the necessary driveway curb cut within 26 feet. The only exception where increased width/curb cut would be necessary relates to active agricultural properties. Language has been added to the ordinance to account for this scenario.

BACKGROUND INFORMATION (SWOT):

Strengths: Proceeding with the perfecting amendment to the driveway ordinance will allow for safer traffic movements in and out of residential driveways, particularly in urban residential districts. In addition, increasing the driveway minimum to 12’ feet ensures that the access to residential properties can properly accommodate emergency service vehicles in the event of an emergency.

Weaknesses: None

Opportunities: Updating the width standards should improve safety and access of residential properties in all single family districts of Lake Elmo. Also, allowing for a greater width in the right-of-way should allow additional vehicle to be parked on driveways as opposed to on-street parking.

Threats: Maintaining the 22-foot standard for urban residential properties will allow less for safe in and out turning movements of residential driveways. Also, 10 feet is not an adequate standard for emergency service vehicle access in the judgment of the Building Official and Fire Chief.

RECOMMENDATION:

Based on the aforementioned, Staff is recommending that the City Council approve Ordinance 08-109 to update the City's driveway standards related to driveway width in residential districts as part of the Consent Agenda. If removed from the Consent Agenda, Ordinance 08-109 can be approved through the following motion:

“Move to approve Ordinance 08-109, updating the City's driveway width standards in residential districts to provide safe and adequate access to residential homes.”

ATTACHMENTS:

1. Ordinance 08-109
2. City's Existing Driveway Ordinance (§93.26)
3. Metro Driveway Width Standards Chart

CITY OF LAKE ELMO
COUNTY OF WASHINGTON
STATE OF MINNESOTA

ORDINANCE NO. 08-109

AN ORDINANCE AMENDING THE LAKE ELMO CITY CODE OF ORDINANCES BY AMENDING THE CITY'S DRIVEWAY STANDARDS BY UPDATING THE MINIMUM AND MAXIMUM WIDTHS OF DRIVEWAYS IN RESIDENTIAL DISTRICTS TO REFLECT BEST PRACTICES.

SECTION 1. The City Council of the City of Lake Elmo hereby amends Title IX: General Regulations; Chapter 93: Streets and Sidewalks; Section 26 to read the following:

§ 93.26 Driveway Standards

- A. *Driveway Width.* All driveways shall conform to the following requirements:
1. Residential Districts
 - a. *Minimum Width.* All driveways shall have a minimum width of twelve (12) feet.
 - b. *Maximum Width.* All driveways shall have a maximum width of twenty-six (26) feet within the public right-of-way. In the absence of platted right-of-way, the setback at which point the driveway width is measured shall be established by the prescriptive easement as determined by the City Engineer. Increased driveway width in the public right-of-way up to Commercial standard (34 feet) will be considered for active farms or agricultural properties.

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 08-109 was adopted on this twentieth day of May 2014, by a vote of ____ Ayes and ____ Nays.

LAKE ELMO CITY COUNCIL

Mike Pearson, Mayor

ATTEST:

Adam Bell, City Clerk

This Ordinance 08-109 was published on the ____ day of _____, 2014.

[Print](#)

Lake Elmo, MN Code of Ordinances

§ 93.26 DRIVEWAY STANDARDS.

The following regulations shall apply to all driveways and curb cuts. All driveway work shall be constructed in accordance with the approved site plan. No deviations or changes shall be made in the field without first obtaining permission from the city.

(A) *Driveway width.* All driveways shall conform to the following requirements:

(1) *Residential districts.*

(a) *Minimum width.* All driveways shall have a minimum width of 10 feet.

(b) *Maximum width.* All driveways shall have a maximum width of 22 feet at the point it intersects the right-of-way line. In the absence of platted right-of-way, the setback at which point the driveway width is measured shall be established by the prescriptive easement as determined by the City Engineer.

(c) *Curb cut.* A curb cut must not exceed the width of the driveway approach at the property line by more than 10 feet.

(2) *Commercial and mixed-use districts.*

(a) *Minimum width.* All driveways shall have a minimum width of 20 feet.

(b) *Maximum width.* All driveways shall have a maximum width of 34 feet at the point it intersects the right-of-way line.

(c) *Curb cut.* A curb cut must not exceed the width of the driveway approach at the property line by more than 10 feet.

(B) *Vertical clearance.* There must be 14 feet of vertical clearance above all driveways.

(C) *Number of curb cuts.* In residential districts, each property shall be limited to 1 curb cut per dwelling unit. Exceptions may be allowed when neither access is onto a major street, and when the lot exceeds 150 feet in width or is a corner lot. All requests for a second curb cut shall be reviewed by the City Engineer.

(D) *Distance between driveways.* The minimum distance between curbs of driveways at right-of-way line shall be 10 feet in any residential district. Lots that have been developed with zero lot line setbacks may be exempt from this provision. In all other districts, the minimum distance shall be 20 feet.

(E) *Distance from intersection.* No driveway or curb cut shall be less than 20 feet from any right-of-way line of any street intersection, except that in high density residential, commercial and mixed-use zoning districts, the minimum distance shall be 50 feet.

(F) *Driveway angle.* All driveways shall connect to the public street at 90 degree angles, or must be approved by the City Engineer. Exceptions must demonstrate an inability to meet the 90 degree angle due to extenuating circumstances.

(G) *Driveway grade.* Driveways exceeding a grade of 10% must be approved by the City Engineer. Exceptions must demonstrate an inability to meet the 10% maximum grade due to extenuating circumstances.

(H) *Driveway materials.*

(1) *Urban districts.* All driveways shall be constructed of hot mix bituminous asphalt, concrete or a durable material approved by the City Engineer.

(2) *Rural districts.* Driveways may be constructed of crushed rock or equivalent crushed material provided that the portion of the driveway within the road right-of-way shall be constructed of hot mix bituminous asphalt, concrete or a durable material approved by the City Engineer when the driveway is accessing an improved street.

(I) *Curb box, residential districts.* Curb boxes located within driveway shall be protected with an A1 Ford Lid or approved equal.

(J) *Control of traffic.*

(1) Where other alternatives exist, commercial sites should not be accessed from local residential streets.

(2) Traffic shall be controlled to ensure that the location of driveways shall not constitute a hazard nor be injurious to adjacent residential uses.

(K) *Access to major streets (thoroughfares).* On properties having frontage on both thoroughfares and minor roads, access shall be provided via the minor road unless otherwise approved by the City Engineer. Access may be restricted on any non-residential local road. The number and types of access drives onto major streets may be controlled and limited in the interests of public safety and efficient traffic flow.

(L) *State and county highway requirements.* Driveways constructed to access any street designated as a state or county highway shall meet all additional specifications of the appropriate jurisdiction. Access drives onto state and county roads shall require a review by the road authority and the City Engineer. The state, county and City Engineer shall determine the appropriate location, size and design of such access drives and may limit the number of access drives in the interest of public safety and efficient traffic flow.

(M) *Distance from driveways to side lot line.* A driveway must be at least 5 feet from any side lot line.

(N) *Emergency vehicle access.* Driveways to principal structures that traverse wooded, steep or open field areas shall be constructed and maintained to a width and base material depth sufficient to support access by emergency vehicles.

(1997 Code, § 1405.07) (Am. Ord. 97-18, passed 9-16-1997; Am. Ord. 08-096, passed 12-3-2013; Am. Ord. 08-099, passed 2-5-2014) Penalty, see § 10.99

Attachment #3

Metro Driveway Width Standards		
City	Maximum Width in R/W (ft)	Minimum Width (ft)
Inver Grove Heights	30'	12'
Cottage Grove	28'	12'
Apple Valley	30'	-
Eden Prairie	30'	12'
Minnetonka	30'	-
Shoreview	24'	-
Woodbury	30'	10'
Maplewood	32'	12'

DATE: May 20, 2014

CONSENT

ITEM #9

ORDINANCE 08-110

AGENDA ITEM: City Code Amendment – Net Density Definition

SUBMITTED BY: Kyle Klatt, Community Development Director

THROUGH: Dean Zuleger, City Administrator

REVIEWED BY: Planning Commission
Nick M. Johnson, City Planner

SUGGESTED ORDER OF BUSINESS (if removed from the Consent Agenda):

- Introduction of ItemCommunity Development Director
- Report/Presentation.....Community Development Director
- Questions from Council to Staff Mayor Facilitates
- Call for Motion Mayor & City Council
- Discussion Mayor & City Council
- Action on Motion..... Mayor Facilitates

POLICY RECCOMENDER: The Planning Commission is recommending that the City Council adopt a definition for “Net Density”, and that this definition be added to the City Code.

FISCAL IMPACT: None

SUMMARY AND ACTION REQUESTED: The City Council is being asked to approve an amendment to Section 11.01 of the City Code to add a definition for net density. This action has been requested by the Planning Commission to help clarify how the City will be calculating the density of new developments, and to help ensure that future residential projects are consistent with the Comprehensive Plan.

Staff and the Planning Commission are recommending that the City Council approve Ordinance 08-110 adopting a definition for net density as part of the Consent Agenda. If removed from the Consent Agenda, Ordinance 08-110 can be approved through the following motion:

“Move to approve Ordinance 08-110 adding a definition for net density to the City Code.”

LEGISLATIVE HISTORY/BCKGROUND INFORMATION: The Planning Commission reviewed the Met Council definition of net density at its April 28th meeting. The Met Council definition states that net density is calculated by taking gross residential acres and subtracting net developable acres. The net developable acres is calculated by subtracting water bodies (including wetlands and lakes, not storm water ponds), parks and open space (only if they are owned by the City and are for public use) arterial right of way (most times it is already excluded), and other areas such as any land reserved for future development or not developable according to City ordinances (like steep slopes or conservation). The Met Council has indicated that this definition is typically used by developing communities such as Lake Elmo. The Planning Commission also asked staff to research how other surrounding communities define net density, and a survey of other definitions is attached to this report.

The Planning Commission noted that as the City continues to review new subdivisions, it is important to make a clear distinction between gross and net density. The Comprehensive Plan does reference net density, and this is the calculation that should be used to determine compliance with the plan.

The definition that was recommended for approval is as follows:

Net Density. The number of housing units divided by the amount of net developable land. Net developable land does not include water bodies (including wetlands and lakes, but not stormwater ponds), parks and open space (only if owned by the City and available for public use), arterial right of way, and other land reserved for future development or not developable according to city ordinances (i.e. steep slopes or conservation areas)

The Commission adopted a motion unanimously to recommend adding this definition to the City Code at its May 12, 2014 meeting.

BACKGROUND INFORMATION (SWOT):

Strengths: The proposed ordinance amendment will remove any uncertainty regarding the City's approach to determining the density of future developments.

Weaknesses: None

Opportunities: By adopting a definition for net density, Staff will be better able to communicate the City's requirements for new developments to developers.

Threats: None

RECOMMENDATION: Based on the aforementioned, Staff and the Planning Commission are recommending that the City Council approve Ordinance 08-110 to add a definition for Net Density to the City Code as part of the Consent Agenda. If removed from the Consent Agenda, Ordinance 08-110 can be approved through the following motion:

“Move to approve Ordinance 08-110 adding a definition for net density to the City Code.”

ATTACHMENTS:

1. Ordinance 08-110
2. Survey of "Net Density" Definitions

CITY OF LAKE ELMO
COUNTY OF WASHINGTON
STATE OF MINNESOTA

ORDINANCE NO. 08-110

AN ORDINANCE AMENDING THE LAKE ELMO CITY CODE OF ORDINANCES BY ADDING
A DEFINITION FOR NET DENSITY

SECTION 1. The City Council of the City of Lake Elmo hereby ordains that Title I: General Provisions; Chapter 11: General Code Provisions, is hereby amended by adding the following definition:

Net Density: The number of housing units divided by the amount of net developable land. Net developable land does not include water bodies (including wetlands and lakes, but not stormwater ponds), parks and open space (only if owned by the City and available for public use), arterial right of way, and other land reserved for future development or not developable according to city ordinances (i.e. steep slopes or conservation areas).

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 08-110 was adopted on this 20th day of May 2014, by a vote of ____ Ayes and ____ Nays.

LAKE ELMO CITY COUNCIL

Mike Pearson, Mayor

ATTEST:

Adam Bell, City Clerk

This Ordinance 08-110 was published on the ____ day of _____, 2014.



Lake Elmo City Hall
651-747-3900
3800 Laverne Avenue North
Lake Elmo, MN 55042

Surrounding Community Net Density Calculations

Met Council - Net density is calculated by taking gross residential acres and subtracting net developable acres. The net developable acres is calculated by subtracting water bodies (including wetlands and lakes, not stormwater ponds), parks and open space (only if they are owned by the City and are for public use) arterial right of way (most times it is already excluded), and other areas such as any land reserved for future development or not developable according to City ordinances (like steep slopes or conservation).

Bayport – Area, net developable means those lands within a development parcel remaining after the deletion of floodplains, wetlands, slopes greater than 12 percent and unbuildable easements or rights-of-way.

Chanhassen – Net density means the quotient of the total number of dwelling units divided by the developable acreage of the site. Developable acreage excludes wetlands, lakes, roadways and other areas not suitable for building purposes.

East Bethel – Buildable land means contiguous land area occurring within the property lines of a parcel or lot excluding drainageways, wetlands, watercourses and ponding areas, park land, road rights-of-way, and slopes in excess of 18 percent.

Falcon Heights – Area, net developable means those lands within a development parcel remaining after the deletion of floodplains, wetlands, slopes greater than 12 percent, and unbuildable easements or rights-of-way.

Hugo – Density means the number of dwelling units per acre of net developable land area as regulated by the applicable zoning district. Net developable land area means the portion of the property that excludes any existing right-of-way, wetlands, steep slopes, and floodplain.

Lakeville – Buildable land means all land except wetlands, public waters, “major drainageways” as defined in the City’s comprehensive plan, and land dedicated for county roads.

Minnetonka - Density is the number of dwelling units per acre of land as regulated by the comprehensive plan. All property zoned as wetlands or floodplain and all property below the ordinary high water level of a public water must be excluded from the calculations, and no density credit will be given.



Lake Elmo City Hall
651-747-3900
3800 Laverne Avenue North
Lake Elmo, MN 55042

Rosemount – Density is the number of dwelling units per acre of land. Gross density is based on the total land area of the development site excluding existing public streets or highways. Net density is based on the total land area of the development site excluding wetlands, parks, existing public streets or highways, other land that will remain permanently undeveloped, but including newly platted streets.

South St. Paul - Area, net developable means those lands within a development parcel remaining after the exclusion of floodplains, wetlands, slopes greater than 12 percent, and unbuildable easements or rights-of-way.

Woodbury – Density means the number of dwelling units per gross acre of land. Net density means the total number of units divided by the total land area less major road rights-of-way (arterials and collectors) and less wetlands protected by the Wetland Conservation Act provided that right of way (including major roads) shall not be deducted if dedicated to the City at no cost.

DATE: May 20, 2014
REGULAR
ITEM 10
MOTION

AGENDA ITEM: Park Equipment Purchases

SUBMITTED BY: Michael Bouthilet

THROUGH: Dean Zuleger, Adam Bell

REVIEWED BY: Parks Commission, Maintenance Advisory Committee
Finance Committee, Administrator Zuleger, and Finance Director Bendel

SUGGESTED ORDER OF BUSINESS:

- Introduction of Item City Administrator
- Report/Presentation.....City Administrator
- Questions from Council to Staff Mayor Facilitates
- Call for Motion Mayor & City Council
- Discussion Mayor & City Council
- Action on Motion..... Mayor Facilitates

POLICY RECOMMENDER:

Michael Bouthilet, Public Works/Parks Department.

FISCAL IMPACT: \$84,284.76

Combined total purchase price of a new 2014 trailer, 2015 Ford F250 Pickup with plow, and 2014 Kubota Utility Vehicle with ball field and X-C ski groomers.

SUMMARY AND ACTION REQUESTED:

Requesting authorization to purchase:

- 20 Foot Towmaster Trailer.....\$6,617.75
- 2015 Ford F250 Pick-Up.....\$29,274.87
- Plow for F250 Pick-Up.....\$7,267.00
- Kubota RTV-X1100C Utility Vehicle.....\$25,131.14
- Tracks for Utility Vehicle.....\$4,850.00
- X-C Ski Groomer for Utility Vehicle.....\$4,097.00
- X-C Ski Track Setter for Utility Vehicle.....\$1,395.00
- Infield Groomer/Level/Revivify for Utility Vehicle.....\$2,382.00
- Turbo for Utility Vehicle.....\$2,910.00

The recommended motion for this action is as follows:

“Move to purchase a new 2014 trailer, 2015 Ford F250 Pickup with plow, and 2014 Kubota Utility Vehicle with ball field and X-C ski groomers not to exceed the amount of \$84,284.76.”

LEGISLATIVE HISTORY:

Last year the Council approved a full time staff employee, tasked with a primary role of upgrading the overall natural features, amenities, safety, and aesthetics in the parks. In addition, the seasonal employment staff has been expanded.

BACKGROUND INFORMATION (SWOT)

Currently the Public Works Department utilizes:

EQUIPMENT	TYPICAL NON-WINTER USE
• 2000 compact pick-up	Personnel transport, parts/supplies, small tools.
• 1991 ½ ton pick-up	Personnel transport, parts/supplies, small tools. (recc. auction)
• 1998 ¾ ton pick-up	Trailers two mowers or Cushman truckster.
• 2012 ¾ ton pick-up	Superintendents primary vehicle. Trailers asphalt roller.
• 2003 1 ton hoist	Asphalt or excavation material transport.
• 2009 1 ton hoist	Asphalt or excavation material transport.
• 2007 E-Van	Utilities

The additional staffing is limited by available transport and towing capabilities. The trailer currently utilized to transport the mowers was re-configured “in house” to accommodate transporting a 6 foot and 11 foot mower together. This was a temporary adjustment dictated by a lack of transport, even prior to the additional staffing. The trailer was not designed for our current use and an appropriate trailer should be purchased and utilized.

The utility vehicle will not only be used in daily park maintenance and X-C ski grooming, but within limits, also adds transport capacity.

Strengths

- The addition of a pick-up and trailer will allow seasonal staff tasked with mowing, a routine use of a safe truck and trailer transport. Also, this will allow our full time park maintainer to make the most appropriate choice of vehicle depending on task. This truck has identical specifications and options to the 2012 F-250. Build out specifications results in making this identical to a Ford F-350 1 ton truck, but at a reduced cost.
- For over 20 years there has been a call for the City staff to purchase and groom the ski trails in Sunfish Lake Park. The cost of even used groomers was deemed too high for equipment used typically 3 months a year. Smaller trail groomers designed to be pulled by specialty snowmobiles or tracked utility vehicles have made this economically viable. The utility vehicle fills a needed role in park and ball field maintenance, and installing tracks in fall enables staff to groom ski trails all winter. The State X-C Grant re-imbues the City 90% of grooming equipment hourly rate. Previously the City would pass these and additional funds to Washington County for contract grooming.

Weaknesses:

- 1991 ½ ton will be sold on Public Surplus Auction. Unknown revenue return. Current re-configured trailer will be returned to original manufactured status and kept in fleet. Lose mower transport back-up, gain designed use capability.
- Extreme snow events may require Washington County to assist with the first pass on trails. Operators with this same set up have indicated heavy drifting, or deep and very wet snow, can be a challenge. Fortunately there is very limited drifting on Sunfish trails.

Opportunities:

- If the additional transport capacity and service equipment need is added now, it is expected to assist in evaluating and programing maintenance equipment requirements associated with future growth.
- Grooming will be secondary to street plowing, but expectations are City Staff will be ahead of the County schedule and groom more often between snow events. There may be the opportunity to lay ski tracks in other areas of the City or for special events.

Threats

- Additional equipment and personnel on the streets comes with an additional liability. "Cost of doing business."
- It is expected that the majority of grooming will be in low light or dark conditions. This is dictated by the personnel time available, in addition to providing the best snow grooming conditions. Initially we will deploy a two man crew. Once a safe comfort level is established, one man operation protocols will be established for communications and status checks.

The Maintenance Advisory Committee reviewed all equipment, specifications, and options and voted 3-0 to approve the purchase of all equipment as currently presented in this agenda item.

All prices are on the State Cooperative Purchasing Venture Contract except for the X-C groomer.

Funds to purchase the truck will be funded 50/50 from the General Fund and the Parks Fund.

Funding for the Utility Vehicle and trailer will be 100% from the Parks Fund.

RECOMMENDATION:

The recommended motion for purchasing this equipment is as follows:

"Move to purchase a new 2014 trailer, 2015 Ford F250 Pickup with plow, and 2014 Kubota Utility Vehicle with ball field and X-C ski groomers not to exceed the amount of \$84,284.76."

Midway Ford Commercial
Fleet and Government Sales
 2777 N. Snelling Ave.
 Roseville MN 55113



Travis Swanson
 651-343-5212
tswanson@rosevillemidwayford.com

Fax # 651-638-4880

T-69 Contract # 74463
2015 F250 4X4- Regular Cab- 8' Box 8650 GVWR +

Standard

Vehicle will include the following required OEM equipment if not part of standard base package.

Automatic Transmission
 Dual Front Air Bags
 AM/FM Radio
 Tow Hitch
 Tilt Wheel

40/20/40 Vinyl Front Seat
 Trailer Tow mirrors
 4-Wheel ABS Brakes
 Air Conditioning

Front Tow Hooks
 Rubber Floor Covering
 Bumpers w/Rear Step
 Matching Full Size Spare Tire

Options	Code	Price	Select
4x4 Shift on Fly	213	\$158	x
Brake Controller	52B	\$230	x
Cloth Seat 40/20/40	1	\$85	x
Snow Plow Pkg	473	\$73	x
Cab Steps	18B	\$273	x
Upfitter Switches	66S	\$107	x
Roof Clearance Lts	592	\$48	x
Power Grp	90L	\$763	x
Spray-In Liner		\$405	x
E-Locking Rear Diff	X3E	\$333	x
LT245/75r17E AT	TBM	\$107	x
Tailgate Step	85G	\$320	x
Rearview Camera	76V	\$460	x
Mud Flaps		\$111	x
Cruise Control	525	\$200	x
Upgraded rear Springs		\$750	x
Option Total		\$4,423	

Exterior Colors		Select
Blue Jeans Metallic	N1	
Vermillion Red	F1	
Green Gem Metallic	W6	
Pale Adobe Metallic	LQ	
Tuxedo Black Metallic	UH	
Sterling Grey Metallic	UJ	
Ingot Silver Metallic	UX	
Oxford White	YZ	x

Interior Colors		Select
Steel only (color for XL)		
Extended Service Contracts	Cost	Select

Base Price	Totals
6.2 Gas	\$22,411.00
Options Price Totals	\$4,423.00
Extended Warranty	
Transit Impr Excise Tax	\$20.00
Tax Exempt Lic	\$40.75
6.5% Sales Tax	\$1,744.21
Document fee	\$75.00
Sub total per vehicle	\$28,713.96
Number of Vehicles	1
Grand Total for all units	\$28,713.96

More time and mileage options available
 You must have a active FIN code to participate in this purchase contract : FIN code #
Purchase Order required prior to order placement
 Payment due upon agreed vehicle acceptance

PO # _____

Acceptance Signature _____

Print Name and Title _____ **Date** _____

Name of Organization _____

Address _____

City, State, Zip _____

Contact Person/ Phone # _____

Contact's e-mail address and fax # _____

Midway Ford Acceptance Signature _____ **Date** _____

2014 F250

Back Rack

Pt# 10501

\$240.00

Bed Rails

Pt# 80501

\$299.00

Light Mount

Pt# 91002REC

\$39.00

TRUCK UTILITIES INC.

2370 English Street at Highway 36 St. Paul, Minnesota 55109 - 2098 (651) 484-3305 Fax: (651) 484-0076

April 15, 2014

City Of Lake Elmo
3800 Laverne Ave North
Lake Elmo Mn 55042
Phone# 651-233-5417
Fax# 651-777-6530
Attn: Mark Dudeck

Truck Is: 2014 Ford F-250
White Reg Cab
Gas engine

Listed below are specifications for your review:

ONE (1) LEO HEAVY DUTY 9' SNOW PLOW:

Length of Moldboard: 9'
No. of Trip Springs: 4
Height at both ends: 32"
Reversible size of cutting edge: 8" x 1/2"
Plowing width at max. angle: 84"
Weight of plow package: 940
Controls, rocker switch with soft touch pads (see options)
Fennerstone Pump
Use stock front bumper

SUBTOTAL OF ABOVE PER STATE CONTRACT PRICING.....\$ 6,292.00 Per Unit.
Sales tax not included

OPTIONS/ADDITIONS:

Hiniker quad halogen headlights in lieu of standard.
Subframe, undercarriage.

Add \$ 275.00

Add \$ 700.00

If you have any further questions, please feel free to call.

Sincerely;

Charlie Miller

Your truck equipment specialists
www.truckutilities.com

Niebur Tractor & Equipment
 14380 240th Street East
 Hastings, MN 55033
 Phone: (651) 437-3531
 Fax: (651) 437-9161
<http://www.nieburtractor.com>

Quote: 01-11083
Date: 4/14/2014
Customer Id: CITYELMO
Phone: (651) 248-7828 x
Customer P.O.:
Salesperson: danb
User: danb

QUOTE

CITY OF LAKE ELMO

US

Ship To:

CITY OF LAKE ELMO

THE PRICES FOR ITEM "TURBO KIT" AND "CAMOPLAST TRACKS" ARE NOT RELEASED YET.

THE RAHN GROOMER IS AVAILABLE. NOW WITH 2 WEEK LEAD TIME.

Item/Tag	Type	Description/Model/Serial Number	Quantity	Tax	Price	Net Price
TBA	QU	TBA	1.0000	Y	\$2,680.00	
		KBN - TURBO KIT FOR RTV-X110C				
		INSTALLATION TURBO			\$230.00	
		Total TBA				\$2,910.00
UTV=2	QU	UTV=2	1.0000	Y	\$4,850.00	
		OTN - CAMOPLAST TRACK SYSTEM				
		INSTALATION TRACKS			\$180.00	
		Total UTV=2				\$5,030.00
650 DELUXE	QU	650 DELUXE	1.0000	Y	\$2,382.00	
		RAHN				
		OTN - RAHN BALL FEILD GROOMER				
		Total 650 DELUXE				\$2,382.00

Sub Total \$10,322.00

Total Tax \$735.45

Invoice Total \$11,057.45

This quote is valid for 30 days.

Niebur Tractor & Equipment
 14380 240th Street East
 Hastings, MN 55033
 Phone: (651) 437-3531
 Fax: (651) 437-9161
<http://www.nieburtractor.com>

Quote: 01-11082
 Date: 4/14/2014
 Customer Id: CITYELMO
 Phone: (651) 248-7828 x
 Customer P.O.:
 Salesperson: danb
 User: danb

QUOTE

CITY OF LAKE ELMO

US

Ship To:

CITY OF LAKE ELMO

PRICED WITH GOVERNMENT /STATE BID DISCOUNTS.

Item/Tag	Type	Description/Model/Serial Number	Quantity	Tax	Price	Line Discount	Net Price
RTV-X1100CWL-H	QU	RTV-X1100CWL-H KBN - RTV WITH CAB AND WORKSITE TITES AND SPRAY LI Line Discount 13% Total RTV-X1100CWL-H	1.0000	Y	\$21,322.00 (\$2,771.86)		\$18,550.14
L5282	QU	L5282 KBN - 2 EXTRA FRONT HALOGEN WORK LIGHTS Total L5282	1.0000	Y	\$158.00		\$158.00
L5283	QU	L5283 KBN - REAR LIGHT HALOGEN Total L5283	1.0000	Y	\$111.00		\$111.00
L5257	QU	L5257 KBN - TURN SIGNAL/HAZARD KIT Total L5257	1.0000	Y	\$320.00		\$320.00
VC5056	QU	VC5056 KBN - STROBE LIGHT - LED Total VC5056	1.0000	Y	\$182.00		\$182.00
V5244	QU	V5244 KBN - WINCH 4000LBS. Total V5244	1.0000	Y	\$618.00		\$618.00
V5245	QU	V5245 KBN - HAND THROTTLE KIT Total V5245	1.0000	Y	\$167.00		\$167.00
AM/FM RADIO	QU	AM/FM RADIO KBN - RADIO Total AM/FM RADIO	1.0000	Y	\$330.00		\$330.00
V5240	QU	V5240 KBN - HYD. OIL COOLER KIT Total V5240	1.0000	Y	\$1,260.00		\$1,260.00

This quote is valid for 30 days.

Niebur Tractor & Equipment
 14380 240th Street East
 Hastings, MN 55033
 Phone: (651) 437-3531
 Fax: (651) 437-9161
<http://www.nieburtractor.com>

Quote: 01-11082
Date: 4/14/2014
Customer Id: CITYELMO
Phone: (651) 248-7828 x
Customer P.O.:
Salesperson: danb
User: danb

QUOTE

CITY OF LAKE ELMO
US

Ship To: CITY OF LAKE ELMO

PRICED WITH GOVERNMENT /STATE BID DISCOUNTS.						
Item/Tag	Type	Description/Model/Serial Number	Quantity	Tax	Price	Net Price
V5272	QU	V5272 KBN - AUX. HYD. PUMP -D1105	1.0000	Y	\$454.00	
		Total V5272				\$454.00
V5232	QU	V5232 KBN - HYD. VALVE KIT 2 VALVES INSTALLATION OF ALL HYD. HYD. ATTACH. INSTALL	1.0000	Y	\$2,172.00	
		Total V5232			\$480.00	\$2,652.00
L5233	QU	L5233 KBN - 3RD FUNCTION HYD VALVE UPGRADE KIT	1.0000	Y	\$329.00	
		Total L5233				\$329.00

Sub Total \$25,131.14

Total Tax \$1,790.60

Invoice Total \$26,921.74

This quote is valid for 30 days.

DATE: May 20, 2014
CONSENT
ITEM # 11
MOTION

AGENDA ITEM: Approval of Aerial Fire Truck Purchase

SUBMITTED BY: Greg Malmquist, Fire Chief

THROUGH: Public Safety Committee

REVIEWED BY: City Administrator Dean Zuleger

SUGGESTED ORDER OF BUSINESS:

- Introduction of Item City Administrator
- Report/Presentation..... Fire Chief
- Questions from Council to Staff Mayor Facilitates
- Call for Motion Mayor & City Council
- Discussion Mayor & City Council
- Action on Motion..... Mayor Facilitates

POLICY RECCOMENDER: Public Safety Committee

FISCAL IMPACT: This vehicle will be purchased with CIP funds. Pricing for the vehicle was obtained through HGAC, (Houston Galveston Area Cooperative, see attachments). Throughout the process, all involved, FD Truck Committee and Public Safety Committee have worked hard to stay under approved budget, by taking a “no frills, bare bones” approach. We are also receiving a \$11,000.00 from Rosenbauer for allowing them to display the truck at two trade shows.

SUMMARY AND ACTION REQUESTED: Last November the FD Truck Committee, (internal committee comprised of Engineers, Captains and Chief) reassembled and started working on developing specifications for the aerial truck. Over the course of several months, the committee worked through the “process” of keeping this truck as “bare bones” as possible and staying under budget. This was accomplished by identifying needs and wants, cost analysis and identifying equipment and tools that could be moved forward from existing inventory. During the process, committee visited Oakdale FD to look at recently purchased trucks and talk to the personnel that have been using the vehicles to hear what worked and what doesn’t, developed basic specifications and then met with Steve Harris from Rosenbauer to fine tune and identify

cost options. As the process continued the committee did an excellent job researching options to save monies and stay within the budget. Items such as graphics, hose, radios, tools and equipment were priced from independent vendors vs purchase as a package w/truck. Several "big ticket" items were identified as options and moved forward to the Public Safety Committee for further discussion.

Public Safety Committee reviewed the process and had follow up discussion with input from the FD Truck Committee and Steve Harris from Rosenbauer. Items discussed included, HGAC pricing, breakout pricing, identified options. PS Comm agreed with most option recommendations from Truck Comm. There was extensive discussion on ladder construction and EZ Load hosebed by comm. Recommending the hosebed and the painted steel ladder. Public Safety Committee recommended approval and moved forward to Finance Committee.

Finance Committee reviewed proposed purchase against the approved budget. Finance Committee approved and recommended moving forward in process.

Based on the aforementioned, the recommended motion for this approval action is as follows:

"Move to approve \$715,000 for the purchase of: Aerial Fire Truck from Rosenbauer, fire hose from Emergency Response Solutions, radio removal from current truck by Ancom, additional tools and equipment as specified as well as approval of Interlocal Contract for Cooperative Purchasing to obtain HGAC pricing."

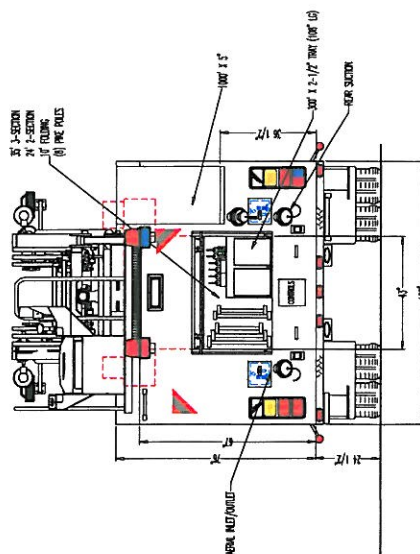
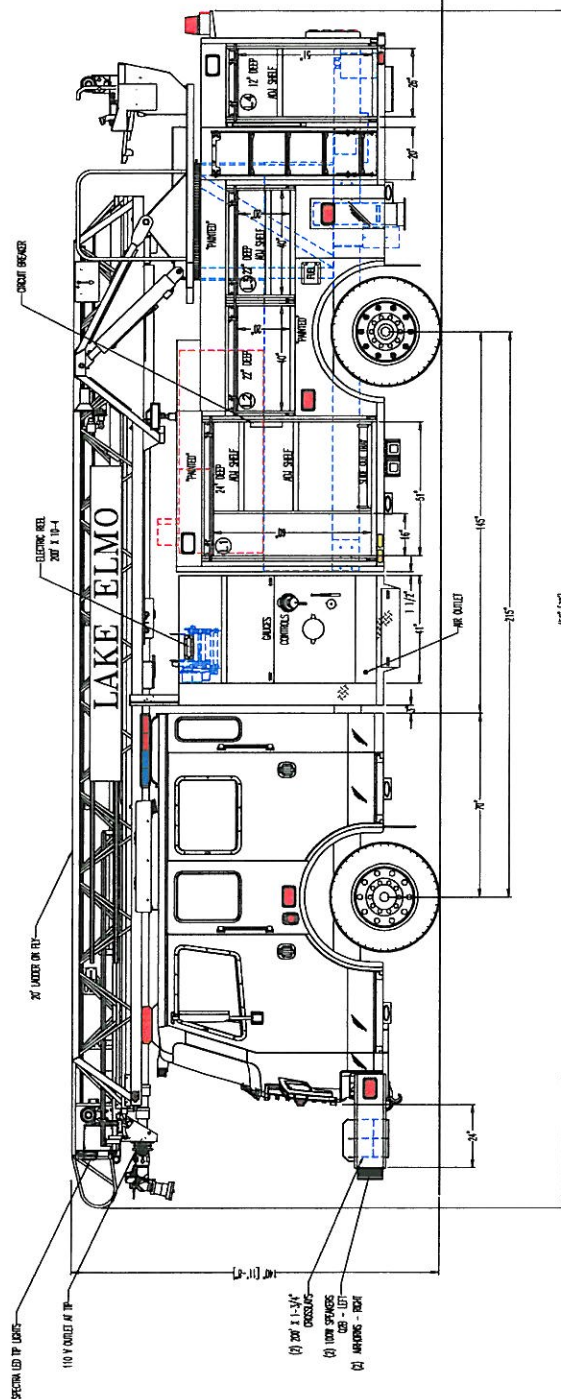
BACKGROUND INFORMATION (SWOT):

Strengths	Provide safer, more reliable equipment to better serve the taxpayers and protect our Firefighters now and into the future.
Weaknesses	Truck being replaced is becoming more unreliable, repairs are becoming more costly and the ladder is not as effective as it once was.
Opportunities	The purchase of this vehicle should improve our recruitment efforts, lower maintenance costs and improve our training with regards to firefighting in lightweight construction structures.
Threats	Additional incidents of mechanical failure of our current truck during emergency operations.

RECOMMENDATION: Based on the aforementioned, the staff recommends and appropriate guiding motion.

"Move to approve \$715,000 for the purchase of: Aerial Fire Truck from Rosenbauer, fire hose from Emergency Response Solutions, radio removal from current truck by Ancom, additional tools and equipment as specified as well as approval of Interlocal Contract for Cooperative Purchasing to obtain HGAC pricing."





—PROPOSED—
LAKE ELMO



ROSENBAUER EXT	P5369
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25369

40

NOTES:

1. OVERALL HEIGHT IS IN LOADED CONDITION. UNLOADED HEIGHTS MAY BE 4" ABOVE HEIGHTS SHOWN.
2. DO NOT SCALE DRAWING.
3. ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO ENGINEERING CHANGES.
4. DRAWING MAY OR MAY NOT SHOW ALL ITEMS AS DESCRIBED IN THE WRITTEN DETAIL SPECIFICATIONS.
5. INCLUSION OF AN ITEM ON THE DRAWING DOES NOT CONSTITUTE INCLUSION OF THAT ITEM WITH THE



To: City of Lake Elmo
3800 Laverne Avenue North
Lake Elmo, MN 55042

Date: 05-01-14

REF: HGAC Contract FS12-13 Code MA-01

We hereby propose and agree to furnish, after your acceptance of this proposal and the proper execution by the City of Lake Elmo MN, hereinafter called the BUYER and an officer of Rosenbauer Minnesota LLC, Wyoming, MN a division subsidiary of Rosenbauer America, hereinafter called the COMPANY, the following apparatus and equipment:

Rosenbauer Heavy Duty EXT Aerial Body	\$293,883.00
Rosenbauer 78' Viper Smart Aerial Device	\$166,114.00
Rosenbauer Commander 4000 Cab and Chassis	\$223,972.00
EZ-Load Hosebed	\$ 11,472.00
Discount for showing of apparatus at two (2) 2015 Trade Shows	-\$11,000.00
Apparatus Familiarization Class at Department upon Delivery	<u>INCLUDED</u>
	\$684.441.00

Six Hundred Eighty Four Thousand Four Hundred Forty One Dollars and 00/100.

All of which are to be built in accordance with the specifications and drawing attached which are made a part of this agreement and contract. **Total contract price includes required HGAC inter-local agreement fee. No other taxes or fees apply. HGAC order acknowledgement will be provided for the City's records after contract is in force.**

****Chassis and aerial payments will be due upon their respective completion or additional finance charges will apply.**

Delivery: The estimated delivery time for the completed apparatus, is to be made 330-365 calendar days after receipt of and approval of this contract duly executed, (Chassis must arrive within 210 days or delivery may be delayed) subject to all causes beyond the Company's control. The quoted delivery time is based upon our receipt of the specified materials required to produce the apparatus in a timely manner. The Company can not be held responsible for delays due to Acts of God, Labor Strikes, or Changes in Governmental Regulations that result in delayed delivery to our manufacturing facilities of these specified materials. This delivery estimate is based on the Company receiving complete and accurate paperwork from the Buyer and that no major changes take place during pre-construction, mid point inspections or final inspections. Changes required or requested by the Buyer during the construction process may be cause for an increase in the number of days required to build said apparatus.

Payment Terms: Final balance payment for the apparatus shall be made at time of final inspection and pick up / delivery of the completed vehicle. It is the responsibility of the Buyer to have full payment ready when the apparatus is complete and ready to pick up. If payment is delayed or delivery is delayed pending payment, a daily finance and storage fee may apply. Upon pick up of the apparatus by the Buyer, Buyer agrees to provide all liability and physical damage insurance. It is further agreed that if on delivery and test, any defects should develop, the Company shall be given reasonable time to correct same.

The amount in this proposal shall remain firm for a period of 30 days from the date of same.

Respectfully submitted,

BUYER

BIDDER ROSENBAUER MINNESOTA LLC.

We accept the above Proposal and
enter into contract with signature below.

Dealer _____
Dealership Principal

_____ Title _____

_____ Title _____

_____ Date

After company receipt of this document signed by the Buyer, the document will be reviewed and upon approval, countersigned by the Company putting the document in force.

ROSENBAUER MINNESOTA LLC.

_____ Title _____

_____ Date _____

TOOL/EQUIPMENT BID LIST FOR TRUCK

	QTY.	ERS	MES	ROSENBAUER	SEARS	HOME DEPOT	OTHER
Tempest Variable Speed Electric Fan	1		\$2,575.00				
Flathead Axe	1		\$140.98				
Pick Axe	2		\$281.90				
Dewalt Cordless Tool Combo Kit - drill, Impact Driver, circular Saw	1			\$539.00			
Tool kit - wrenches, sockets, screwdrivers, etc	1			\$1,000.00			
3' Halligan Bar	1		\$198.00				
Cut off saw (K-12) Cutter's Edge	1						\$3,000.00
2 1/2" nozzle	2		\$1,779.90				
Biltzfire ground monitor	1		\$3,150.00				
1 3/4" nozles	2		\$1,612.00				
Super Spanner	1						\$80.00
Hydrant & Spanner set	1						\$98.00
Spanner Wrench Set	1						\$60.00
2 1/2 to 1 1/2 gated Y's	2		\$500.00				
2 1/2 female to 1 1/2 male	2	\$33.24					
1 1/2 male to male	2	\$20.76					
1 1/2 female to female	2	\$35.94					
2 1/2 male to male	2	\$29.12					
2 1/2 female to female	2	\$51.28					
1 1/2 to garden hose fitting	1	\$15.93					
Garden Hose	1						\$20.00
Rubber Mallet	2						\$40.00
Totals		\$186.27	\$10,237.78		\$1,539.00		\$3,298.00

\$15,261.05

MOVED FORWARD FROM CURRENT LADDER	
Hydrant Bag	1
Apartment Pac1	1
Squeegees	2
Shovels	2
SCBA's	5
SCBA Bottles	5
Portable Radios	3
Thermal Camera	1
Tarps	6
Single Speed Electric Fan	1
Ventilation Saw	1
Chimney Chains	1 set
A-B-C Fire Extinguisher	1
Class D Fire Extinguisher	1

	RSNBR	ERS	MES	ADVCD	ANCOM	NOTES
GRAPHICS	INCLUDED	N/A	N/A	NO BID	N/A	Checked with Advanced Graphics, Rosenbauer gets better pricing. No mark up.
RADIO INSTALL	INCLUDED	N/A	N/A	NO BID	NO BID	
RADIO REMOVAL	N/A	N/A	N/A	N/A	\$1,562.00	Checked with ANCOM, Rosenbauer get same pricing with no mark up.
HOSE						
1000' - 5"	\$9,702.00	\$7,800.00	NO BID	N/A	N/A	
600' - 2 1/2"	\$3,168.00	\$2,555.28	SUB	N/A	N/A	
400' - 1 3/4"	\$1,408.00	\$1,308.16	SUB	N/A	N/A	
TOTAL	\$14,278.00	\$11,663.44				Savings of \$2614.56

TRUCK	\$684,441.00
HOSE	\$11,663.44
RADIO REMOVAL	\$1,562.00
TOOLS/EQUIPMENT	\$15,261.05
TOTAL	\$712,927.49

Greg Malmquist

From: Steve Harris [sharris@rosenbaueramerica.com]
Sent: Thursday, January 23, 2014 10:36 AM
To: Greg Malmquist
Subject: HGAC Purchase Info
Attachments: MN STATE STATUTE BIDDING EXEMPTIONS.PDF; HGAC ILC Form Single Rev 6 16 010.pdf

Hi Greg, I think about 90 percent of the trucks being sold in Minnesota over the last year or two are being bought using this nationally recognized purchasing Co-Op. Below is a list of a few of the departments I have sold to recently that have bought through HGAC. I have also attached the state statute (page 4) that explains how this nationally recognized purchasing co-op meets the statute for exemption to the bidding process along with the simple agreement form you need to fill out if you are going to buy off of it. There is what is called an "Interlocal Agreement Fee" of \$2,000 that is already included in any formal prices I quote for new fire trucks if bought through the Co-Op, but as I said the fee is only applicable if you buy using HGAC and it is already included in the price of the truck so there are no other taxes or fees from what the quoted price of the truck is.

Additional info on HGAC can be found at www.hgacbuy.org and I am also happy to answer any questions you may have at all.

Edina FD Marty Scheerer 953.292.6555
Rosemount FD Jim Voelker 612.414.0721
Minneapolis FD Al Thunberg 612.360.8653
Stillwater FD Stuart Glaser 651.351.4951
Victoria FD Brian Pulvermacher 612.868.5681
St Louis Park FD Mark Windschitl 952.924.2169
Maple Grove FD Scott Anderson 612.868.9210
Eagles Nest FD (Ely MN) Jim Sutherland 218.365.4573
Pelican Rapids FD Treaver Steeves 888.450.4168
Winona FD Ed Krall 507.457.8266
Savage FD Joel McColl 952.292.3130
Fairmont FD Bob Atzenhoefer 507.238.4461
Hibbing FD Andy Anderson 218.208.7136
East Bethel FD Mark DuCharme 612.328.6833
Hoyt Lakes FD Pete Wolner 218.780.5722
Oak Grove FD Curt Hallerman 763.528.0733
Willmar FD Rick Johnson 320.235.1354
Ramsey, MN Dean Kapler 763.286.0278
Hastings FD Mike Schutt 651.775.5547
Shakopee FD Rick Coleman 612.490.9501
North St Paul FD Scott Dudeck 651.747.2405

Hope this helps.

Steven A. Harris
GENERAL SAFETY FIRE APPARATUS
"HELPING YOU SERVE YOUR COMMUNITY"
Office 651.462.1000

Cell - 612.703.6019
Fax - 651.462.1700
E-Mail - sharris@rosenbaueramerica.com
www.rosenbaueramerica.com

2012 Minnesota Statutes

471.345 UNIFORM MUNICIPAL CONTRACTING LAW.

Subdivision 1. **Municipality defined.** For purposes of this section, "municipality" means a county, town, city, school district or other municipal corporation or political subdivision of the state authorized by law to enter into contracts.

Subd. 2. **Contract defined.** A "contract" means an agreement entered into by a municipality for the sale or purchase of supplies, materials, equipment or the rental thereof, or the construction, alteration, repair or maintenance of real or personal property.

Subd. 3. **Contracts over \$100,000.** If the amount of the contract is estimated to exceed \$100,000, sealed bids shall be solicited by public notice in the manner and subject to the requirements of the law governing contracts by the particular municipality or class thereof. With regard to repairs and maintenance of ditches, the provisions of section 103E.705, subdivisions 5, 6, and 7, apply.

Subd. 3a. **Contracts over \$100,000; best value alternative.** As an alternative to the procurement method described in subdivision 3, municipalities may award a contract for construction, alteration, repair, or maintenance work to the vendor or contractor offering the best value under a request for proposals as described in section 16C.28, subdivision 1, paragraph (a), clause (2), and paragraph (c).

Subd. 4. **Contracts exceeding \$25,000 but not \$100,000.** If the amount of the contract is estimated to exceed \$25,000 but not to exceed \$100,000, the contract may be made either upon sealed bids or by direct negotiation, by obtaining two or more quotations for the purchase or sale when possible, and without advertising for bids or otherwise complying with the requirements of competitive bidding. All quotations obtained shall be kept on file for a period of at least one year after receipt thereof.

Subd. 4a. **Contracts exceeding \$25,000 but not \$100,000; best value alternative.** As an alternative to the procurement method described in subdivision 4, municipalities may award a contract for construction, alteration, repair, or maintenance work to the vendor or contractor offering the best value under a request for proposals as described in section 16C.28, subdivision 1, paragraph (a), clause (2), and paragraph (c).

Subd. 5. **Contracts \$25,000 or less.** If the amount of the contract is estimated to be \$25,000 or less, the contract may be made either upon quotation or in the open market, in the discretion of the governing body. If the contract is made upon quotation it shall be based, so far as practicable, on at least two quotations which shall be kept on file for a period of at least one year after their receipt. Alternatively, municipalities may award a contract for construction, alteration, repair, or maintenance work to the vendor or contractor offering the best value under a request for proposals as described in section 16C.28, subdivision 1, paragraph (a), clause (2), and paragraph (c).

Subd. 5a. **County or town rental contracts.** If the amount of a county or town contract for the rental of equipment is estimated to be \$60,000 or less, the contract may, in the discretion of the county or town board, be made by direct negotiation by obtaining two or more quotations for the rental when possible and without advertising for bids or otherwise complying with the requirements of competitive bidding. All quotations shall be kept on file for a period of at least one year after their receipt.

Subd. 5b. **Water tank service contracts.** A municipality may, by direct negotiation or through the solicitation of requests for proposals, enter into a multiyear professional service contract for the engineering, repair, and maintenance of a water storage tank and appurtenant facilities owned, controlled, or operated by the municipality, if the contract contains:

(1) a provision that the municipality is not required to make total payments in a single year that exceed the water utility charges received by the municipality for that year;

(2) a provision requiring that the work performed be done under the review of a professional engineer licensed in the state of Minnesota attesting that the work will be performed in compliance with all applicable codes and engineering standards; and

(3) a provision that if, at the commencement of the contract, the water tank or appurtenant facilities require engineering, repair, or service in order to bring the water tank or facilities into compliance with federal, state, or local requirements, the party contracting with the municipality is responsible for providing the engineering, repair, or

service. The costs to bring the water tank or facilities into compliance must be itemized separately and charged to the municipality in payments spread over a period of not less than three years from the commencement of the contract.

Subd. 6. Applicability of other laws. The purpose of this section is to establish for all municipalities, uniform dollar limitations upon contracts which shall or may be entered into on the basis of competitive bids, quotations or purchase or sale in the open market. To the extent inconsistent with this purpose, all laws governing contracts by a particular municipality or class thereof are superseded. In all other respects such laws shall continue applicable.

Subd. 7. Minimum labor standards. Nothing in this section shall be construed to prohibit any municipality from adopting rules, regulations, or ordinances which establish the prevailing wage rate as defined in section 177.42, as a minimum standard for wages and which establish the hours and working conditions prevailing for the largest number of workers engaged in the same class of labor within the area as a minimum standard for a contractor's employees which must be agreed to by any contractor before the contractor may be awarded any contract for the furnishing of any labor, material, supplies, or service.

Subd. 8. Procurement from economically disadvantaged persons. For purposes of this subdivision, the following terms shall have the meanings herein ascribed to them:

(a) "Small targeted group business" means businesses designated under section 16C.16.

(b) "Business entity" means an entity organized for profit, including an individual, partnership, corporation, joint venture, association, or cooperative.

Nothing in this section shall be construed to prohibit any municipality from adopting a resolution, rule, regulation, or ordinance which on an annual basis designates and sets aside for awarding to small targeted group businesses a percentage of the value of its anticipated total procurement of goods and services, including construction, and which uses either a negotiated price or bid contract procedure in the awarding of a procurement contract under a set-aside program as allowed in this subdivision, provided that any award based on a negotiated price shall not exceed by more than five percent the municipality's estimated price for the goods and services if they were purchased on the open market and not under the set-aside program.

Subd. 9. [Repealed, 1990 c 549 s 3]

Subd. 10. Shared hospital or ambulance service purchasing. Supplies, materials, or equipment to be used in the operation of a hospital licensed under sections 144.50 to 144.56 or an ambulance service licensed under chapter 144E that are purchased or leased under a shared service purchasing arrangement whereby more than one hospital or ambulance service purchases supplies, materials, or equipment with one or more other hospitals or ambulance services either through one of the hospitals or ambulance services or through another entity, may be purchased without regard to the competitive bidding requirements of this section, if the following conditions are met:

(1) the hospital's or ambulance service's governing authority authorizes the arrangement;

(2) the shared services purchasing program purchases items available from more than one source on the basis of competitive bids or competitive quotations of prices; and

(3) the arrangement authorizes the hospital's or ambulance service's governing authority or its representatives to review the purchasing procedures to determine compliance with these requirements.

The shared services purchasing program may award contracts to more than one bidder if doing so does not decrease the service level or diminish the effects of competition.

Subd. 11. Fuel contracts for generation of municipal power. Notwithstanding the amount of the contract, any contract entered into by a municipality for the purchase of fuel required for the generation of power from municipal power plants shall be governed by subdivision 4.

Subd. 12. Procurement from rehabilitation facilities. Nothing in this section prohibits a municipality from adopting a resolution, rule, regulation, or ordinance that on an annual basis designates and sets aside for awarding to rehabilitation facilities as described in section 268A.06 a percentage of the value of its anticipated total procurement of goods and services, including construction, and which uses either a negotiated price or bid contract procedure in the awarding of a procurement contract under a set-aside program as allowed in this subdivision, provided that any award based on a negotiated price shall not exceed by more than five percent the municipality's estimated price for the goods and services if they were purchased on the open market and not under the set-aside program.

Subd. 13. Energy efficiency projects. The following definitions apply to this subdivision.

(a) "Energy conservation measure" means a training program or facility alteration designed to reduce energy consumption or operating costs and includes:

- (1) insulation of the building structure and systems within the building;
- (2) storm windows and doors, caulking or weatherstripping, multiglazed windows and doors, heat absorbing or heat reflective glazed and coated window and door systems, additional glazing, reductions in glass area, and other window and door system modifications that reduce energy consumption;
- (3) automatic energy control systems;
- (4) heating, ventilating, or air conditioning system modifications or replacements;
- (5) replacement or modifications of lighting fixtures to increase the energy efficiency of the lighting system without increasing the overall illumination of a facility, unless an increase in illumination is necessary to conform to the applicable state or local building code for the lighting system after the proposed modifications are made;
- (6) energy recovery systems;
- (7) cogeneration systems that produce steam or forms of energy such as heat, as well as electricity, for use primarily within a building or complex of buildings;
- (8) energy conservation measures that provide long-term operating cost reductions.

(b) "Guaranteed energy-savings contract" means a contract for the evaluation and recommendations of energy conservation measures, and for one or more energy conservation measures. The contract must provide that all payments, except obligations on termination of the contract before its expiration, are to be made over time, but not to exceed 20 years from the date of final installation, and the savings are guaranteed to the extent necessary to make payments for the systems.

(c) "Qualified provider" means a person or business experienced in the design, implementation, and installation of energy conservation measures. A qualified provider to whom the contract is awarded shall give a sufficient bond to the municipality for its faithful performance.

Notwithstanding any law to the contrary, a municipality may enter into a guaranteed energy-savings contract with a qualified provider to significantly reduce energy or operating costs.

Before entering into a contract under this subdivision, the municipality shall provide published notice of the meeting in which it proposes to award the contract, the names of the parties to the proposed contract, and the contract's purpose.

Before installation of equipment, modification, or remodeling, the qualified provider shall first issue a report, summarizing estimates of all costs of installations, modifications, or remodeling, including costs of design, engineering, installation, maintenance, repairs, or debt service, and estimates of the amounts by which energy or operating costs will be reduced.

A guaranteed energy-savings contract that includes a written guarantee that savings will meet or exceed the cost of energy conservation measures is not subject to competitive bidding requirements of section 471.345 or other law or city charter. The contract is not subject to section 123B.52.

A municipality may enter into a guaranteed energy-savings contract with a qualified provider if, after review of the report, it finds that the amount it would spend on the energy conservation measures recommended in the report is not likely to exceed the amount to be saved in energy and operation costs over 20 years from the date of final installation if the recommendations in the report were followed, and the qualified provider provides a written guarantee that the energy or operating cost savings will meet or exceed the costs of the system. The guaranteed energy-savings contract may provide for payments over a period of time, not to exceed 20 years.

A municipality may enter into an installment payment contract for the purchase and installation of energy conservation measures. The contract must provide for payments of not less than 1/20 of the price to be paid within two years from the date of the first operation, and the remaining costs to be paid monthly, not to exceed a 20-year term from the date of final acceptance.

A municipality entering into a guaranteed energy-savings contract shall provide a copy of the contract and the report from the qualified provider to the commissioner of commerce within 30 days of the effective date of the contract.

Guaranteed energy-savings contracts may extend beyond the fiscal year in which they become effective. The municipality shall include in its annual appropriations measure for each later fiscal year any amounts payable under guaranteed energy-savings contracts during the year. Failure of a municipality to make such an appropriation does not affect the validity of the guaranteed energy-savings contract or the municipality's obligations under the contracts.

Subd. 14. **Damage awards.** In any action brought challenging the validity of a municipal contract under this section, the court shall not award, as any part of its judgment, damages, or attorney's fees, but may award an unsuccessful bidder the costs of preparing an unsuccessful bid.

Subd. 15. Cooperative purchasing. (a) Municipalities may contract for the purchase of supplies, materials, or equipment by utilizing contracts that are available through the state's cooperative purchasing venture authorized by section 16C.11. For a contract estimated to exceed \$25,000, a municipality must consider the availability, price and quality of supplies, materials, or equipment available through the state's cooperative purchasing venture before purchasing through another source.

(b) If a municipality does not utilize the state's cooperative purchasing venture, a municipality may contract for the purchase of supplies, materials, or equipment without regard to the competitive bidding requirements of this section if the purchase is through a national municipal association's purchasing alliance or cooperative created by a joint powers agreement that purchases items from more than one source on the basis of competitive bids or competitive quotations.

Subd. 16. **Reverse auction.** Notwithstanding any other procedural requirements of this section, a municipality may contract to purchase supplies, materials, and equipment using an electronic purchasing process in which vendors compete to provide the supplies, materials, or equipment at the lowest selling price in an open and interactive environment. A municipality may not use this process to contract for services, as defined by section 16C.02, subdivision 17, or a service contract, as defined by section 16C.02, subdivision 16. Nothing in this subdivision must be construed to prohibit a municipality from adopting a resolution, rule, regulation, or ordinance relating to minimum labor standards under subdivision 7, or procurement from economically disadvantaged persons under subdivision 8.

Subd. 17. **Electronic sale of surplus supplies, materials, and equipment.** Notwithstanding any other procedural requirements of this section, a municipality may contract to sell supplies, materials, and equipment which is surplus, obsolete, or unused using an electronic selling process in which purchasers compete to purchase the surplus supplies, materials, or equipment at the highest purchase price in an open and interactive environment.

Subd. 18. **Electronic bidding.** Notwithstanding any other procedural requirements of this section, vendors may submit bids, quotations, and proposals electronically in a form and manner required by the municipality. A municipality may allow bid, performance, or payment bonds, or other security, to be furnished electronically.

Subd. 19. **Town road construction and maintenance.** Notwithstanding any other procedural requirements of this section, a town may contract for the construction or maintenance of a town road by agreeing to the terms of an existing contract between a vendor and a county for road construction or maintenance on an adjoining road if the existing county contract was made in conformance with all applicable procedural requirements.

History: 1969 c 934 s 1; 1973 c 123 art 5 s 7; 1973 c 226 s 1,2; 1974 c 510 s 1; 1977 c 182 s 1-3; 1980 c 462 s 4; 1983 c 42 s 1-3; 1983 c 301 s 211; 1984 c 413 s 1; 1985 c 172 s 129; 1Sp1985 c 13 s 347; 1986 c 350 s 1,2; 1986 c 444; 1988 c 409 s 1; 1988 c 689 art 2 s 268; 1989 c 9 s 3; 1989 c 352 s 19,25; 1990 c 391 art 8 s 51; 1990 c 541 s 26,29; 1990 c 549 s 1; 1992 c 380 s 4-6; 1998 c 386 art 2 s 93; 1998 c 397 art 11 s 3; 1999 c 13 s 1; 2000 c 328 s 2-4; 2002 c 358 s 1; 1Sp2003 c 10 s 1; 2004 c 278 s 10-14; 2005 c 63 s 1; 2006 c 274 s 2; 2007 c 136 art 3 s 4; 2007 c 148 art 3 s 31-33; 2008 c 207 s 4-8; 2008 c 356 s 11; 2009 c 101 art 2 s 92



INTERLOCAL CONTRACT FOR COOPERATIVE PURCHASING

ILC

No.: _____

Permanent Number assigned by H-GAC

THIS INTERLOCAL CONTRACT ("Contract"), made and entered into pursuant to the Texas Interlocal Cooperation Act, Chapter 791, Texas Government Code (the "Act"), by and between the Houston-Galveston Area Council, hereinafter referred to as "H-GAC," having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027, and * _____, a local government, a state agency, or a non-profit corporation created and operated to provide one or more governmental functions and services, hereinafter referred to as "End User," having its principal place of business at * _____

W I T N E S S E T H

WHEREAS, H-GAC is a regional planning commission and political subdivision of the State of Texas operating under Chapter 391, Texas Local Government Code; and

WHEREAS, pursuant to the Act, H-GAC is authorized to contract with eligible entities to perform governmental functions and services, including the purchase of goods and services; and

WHEREAS, in reliance on such authority, H-GAC has instituted a cooperative purchasing program under which it contracts with eligible entities under the Act; and

WHEREAS, End User has represented that it is an eligible entity under the Act, that its governing body has authorized this Contract on * _____ (Date), and that it desires to contract with H-GAC on the terms set forth below;

NOW, THEREFORE, H-GAC and the End User do hereby agree as follows:

ARTICLE 1: LEGAL AUTHORITY

The End User represents and warrants to H-GAC that (1) it is eligible to contract with H-GAC under the Act because it is one of the following: a local government, as defined in the Act (a county, a municipality, a special district, or other political subdivision of the State of Texas or any other state), or a combination of two or more of those entities, a state agency (an agency of the State of Texas as defined in Section 771.002 of the Texas Government Code, or a similar agency of another state), or a non-profit corporation created and operated to provide one or more governmental functions and services, and (2) it possesses adequate legal authority to enter into this Contract.

ARTICLE 2: APPLICABLE LAWS

H-GAC and the End User agree to conduct all activities under this Contract in accordance with all applicable rules, regulations, and ordinances and laws in effect or promulgated during the term of this Contract.

ARTICLE 3: WHOLE AGREEMENT

This Contract and any attachments, as provided herein, constitute the complete contract between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein.

ARTICLE 4: PERFORMANCE PERIOD

The period of this Contract shall be for the balance of the fiscal year of the End User, which began * _____ and ends * _____. This Contract shall thereafter automatically be renewed annually for each succeeding fiscal year, provided that such renewal shall not have the effect of extending the period in which the End User may make any payment due an H-GAC contractor beyond the fiscal year in which such obligation was incurred under this Contract.

ARTICLE 5: SCOPE OF SERVICES

The End User appoints H-GAC its true and lawful purchasing agent for the purchase of certain products and services through the H-GAC Cooperative Purchasing Program. End User will access the Program through HGACBuy.com and by submission of any duly executed purchase order, in the form prescribed by H-GAC to a contractor having a valid contract with H-GAC. All purchases hereunder shall be in accordance with specifications and contract terms and pricing established by H-GAC. Ownership (title) to products purchased through H-GAC shall transfer directly from the contractor to the End User.

ARTICLE 6: PAYMENTS

H-GAC will confirm each order and issue notice to contractor to proceed. Upon delivery of goods or services purchased, and presentation of a properly documented invoice, the End User shall promptly, and in any case within thirty (30) days, pay H-GAC's contractor the full amount of the invoice. All payments for goods or services will be made from current revenues available to the paying party. In no event shall H-GAC have any financial liability to the End User for any goods or services End User procures from an H-GAC contractor.

ARTICLE 7: CHANGES AND AMENDMENTS

This Contract may be amended only by a written amendment executed by both parties, except that any alternations, additions, or deletions to the terms of this Contract which are required by changes in Federal and State law or regulations are automatically incorporated into this Contract without written amendment hereto and shall become effective on the date designated by such law or regulation.

H-GAC reserves the right to make changes in the scope of products and services offered through the H-GAC Cooperative Purchasing Program to be performed hereunder.

ARTICLE 8: TERMINATION PROCEDURES

H-GAC or the End User may cancel this Contract at any time upon thirty (30) days written notice by certified mail to the other party to this Contract. The obligations of the End User, including its obligation to pay H-GAC's contractor for all costs incurred under this Contract prior to such notice shall survive such cancellation, as well as any other obligation incurred under this Contract, until performed or discharged by the End User.

ARTICLE 9: SEVERABILITY

All parties agree that should any provision of this Contract be determined to be invalid or unenforceable, such determination shall not affect any other term of this Contract, which shall continue in full force and effect.

ARTICLE 10: FORCE MAJEURE

To the extent that either party to this Contract shall be wholly or partially prevented from the performance within the term specified of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed; provided, however, force majeure shall not excuse an obligation solely to pay funds. Determination of force majeure shall rest solely with H-GAC.

ARTICLE 11: VENUE

Disputes between procuring party and Vendor are to be resolved in accord with the law and venue rules of the State of purchase.

THIS INSTRUMENT HAS BEEN EXECUTED IN TWO ORIGINALS BY THE PARTIES HERETO AS FOLLOWS:

*

Name of End User (*local government, agency, or non-profit corporation*)

*

Mailing Address

*

City State ZIP Code

*By: _____
Signature of chief elected or appointed official

*

Typed Name & Title of Signatory Date

Houston-Galveston Area Council
3555 Timmons Lane, Suite 120, Houston, TX 77027

By: _____
Executive Director

Attest: _____
Manager

Date: _____

** Denotes required fields*

*Request for Information

To expedite service, please complete the following blanks relevant to your agency's administrative/elective personnel and return the completed form to H-GAC, Cooperative Purchasing Program, P.O. Box 22777, Houston, TX 77227-2777.

Name of End User Agency: _____ **County Name:** _____
(Municipality / County / District / etc.)

Mailing Address: _____
(Street Address/P.O. Box) (City) (State) (ZIP Code)

Main Telephone Number: (____) _____ - _____ **FAX Number:** (____) _____ - _____

Physical Address: _____
(Street Address, if different from mailing address) (City) (State) (ZIP Code)

Web Site Address: _____

Authorized Official: _____ **Title:** _____
(City manager / Executive Director / etc.) **Ph No.:** (____) _____ - _____
Mailing Address: _____ **Fx No.:** (____) _____ - _____
(Street Address/P.O. Box) **E-Mail Address:** _____

(City) (State) (ZIP Code)

Official Contact: _____ **Title:** _____
(Purchasing Agent/Auditor etc.) **Ph No.:** (____) _____ - _____
Mailing Address: _____ **Fx No.:** (____) _____ - _____
(Street Address/P.O. Box) **Email Address:** _____

(City) (State) (ZIP Code)

Official Contact: _____ **Title:** _____
(Public Works Director/Police Chief etc.) **Ph No.:** (____) _____ - _____
Mailing Address: _____ **Fx No.:** (____) _____ - _____
(Street Address/P.O. Box) **Email Address:** _____

(City) (State) (ZIP Code)

Official Contact: _____ **Title:** _____
(EMS Director/Fire Chief etc.) **Ph No.:** (____) _____ - _____
Mailing Address: _____ **Fx No.:** (____) _____ - _____
(Street Address/P.O. Box) **Email Address:** _____

(City) (State) (ZIP Code)



MAYOR & COUNCIL COMMUNICATION

DATE: May 20, 2014
REGULAR
ITEM # 12
RESOLUTION 2014-31

AGENDA ITEM: Savona Developer's Agreement

SUBMITTED BY: Kyle Klatt, Community Development Director

THROUGH: Dean Zuleger, City Administrator

REVIEWED BY: Jack Griffin, City Engineer
Dave Synder, City Attorney
Nick Johnson, City Planner

SUGGESTED ORDER OF BUSINESS:

- Introduction of ItemCommunity Development Director
- Report/Presentation.....Community Development Director
- Questions from Council to Staff Mayor Facilitates
- Call for Motion Mayor & City Council
- Discussion Mayor & City Council
- Action on Motion..... Mayor Facilitates

POLICY RECOMMENDER: Staff is recommending that the City Council approve a developer's agreement associated with the Savona residential development. The agreement has been drafted based on a model agreement previously reviewed by the Council.

FISCAL IMPACT: Direct Payments to Developer – None: there are no City payments for oversizing of utilities or for other reasons included in the agreement. Future financial impacts include maintenance of streets, trails, sanitary sewer mains, watermains and other public infrastructure, maintenance of storm water ponding areas (after three years), maintenance of the 5th Street boulevard landscaping, monthly lease payments for street lights (estimated at \$111 for 16 lights), future park land improvements, and other public financial responsibilities typically associated with a new development.

SUMMARY AND ACTION REQUESTED: The City Council is being asked to authorize execution of a developer's agreement for the first phase of the Savona residential development. The attached agreement has been reviewed by the City Attorney and City Engineer, and all recommend changes specific to the Savona project have been incorporated into the document as

drafted. This agreement must be executed before any construction activity, outside of the previously authorized grading work, may proceed on the site. The recommended motion to take action on the request is as follows:

“Move to adopt Resolution 2014-31 approving the developer’s agreement for Savona”

LEGISLATIVE HISTORY/STAFF REPORT: One of the conditions attached to the Council’s approval of the Savona Final Plat specified that the developer enter into a Developer’s Agreement prior to the execution of the plat by City officials. Staff has drafted such an agreement consistent with the City’s developer’s agreement template, and this document is attached for consideration by the City Council. Please note that the document as drafted contains some modifications to the original template based on some of the unique aspects of the Savona development. The key aspects of the agreement include the following components:

- That all improvements to be completed by October 31, 2015.
- That the developer provide a letter of credit in the amount of \$3,113,846 related to the cost of the proposed improvements.
- That the developer provide a cash deposit of \$316,432 for SAC and WAC charges, engineering administration, one year of street light operating costs, and other City fees, but not including the required fee in lieu of park land dedication.

The proposed project does not include any specific City payments for utility oversizing or other reasons. Please note that Staff is still waiting to obtain an estimated fair market value related to the developer’s fee in lieu of park land dedication (or the equivalent of 3.74 acres). This amount will need to be included in the agreement and will increase the cash payments required by the developer.

The City Engineer has not approved the final construction plans for the project, and no work will be allowed to commence on the site until these plans are approved by the City.

BACKGROUND INFORMATION (SWOT):

Strengths: The developer’s agreement has been drafted to guarantee that the improvements associated with Savona plans will installed in accordance with City specifications.

Execution of the developer’s agreement and compliance with all conditions in the agreement will allow the developer to record the Savona Final Plat.

Weaknesses: The City will assume responsibility for future maintenance of the public improvements.

Opportunities: The proposed improvements include the construction of the initial segment of the 5th Street parkway.

Threats: The City will need to provide construction observation throughout the course of the project (these costs will be covered under an Engineering Administration Escrow).

RECOMMENDATION: Based on the above Staff report, Staff is recommending that the City Council approve the Developer's Agreement for Savona and that the Council direct the Mayor and Staff to execute this document. The suggested motion to adopt the Staff recommendation is as follows:

“Move to adopt Resolution 2014-31 approving the developer’s agreement for Savona”

ATTACHMENTS:

1. Resolution 2014-31
2. Savona Developer's Agreement – Final Draft

RESOLUTION NO. 2014-031

A RESOLUTION APPROVING THE DEVELOPER'S AGREEMENT FOR SAVONA

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

WHEREAS, U.S. Home Corporation (d/b/a Lennar), 16305 36th Avenue North, Suite 600, Plymouth, MN ("Applicant") has previously submitted an application to the City of Lake Elmo ("City") for a Final Plat for Savona; and

WHEREAS, the Lake Elmo City Council considered and approved the Preliminary Plat request for Savona at a meeting held on August 6, 2013; and

WHEREAS, The Lake Elmo City Council adopted Resolution No. 2014-013 on February 18, 2014 approving the Final Plat for Savona; and

WHEREAS, Condition (3) of said Resolution No. 2014-013 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 May 20, 2014 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 Savona and authorizes the Mayor and City Clerk to execute the document.

Passed and duly adopted this 20th day of May 2014 by the City Council of the City of Lake Elmo, Minnesota.

Mike Pearson, Mayor

ATTEST:

Adam Bell, City Clerk

(reserved for recording information)

DEVELOPMENT CONTRACT

(Public sewer and water)

Savona

AGREEMENT dated _____, 2014, by and between the **CITY OF LAKE**

ELMO a Minnesota municipal corporation ("City"), and U.S. Home Corporation, d/b/a Lennar (the "Developer").

1. REQUEST FOR PLAT APPROVAL. The Developer has asked the City to approve the plat for Savona (referred to in this Contract as the "plat"). The land is situated in the County of Washington, State of Minnesota, and is legally described as:

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

3. RIGHT TO PROCEED. Unless separate written approval has been given by the City, within the plat or land to be platted, the Developer may not grade or otherwise disturb the earth, remove trees, construct sewer lines, water lines, streets, utilities, public or private improvements, or any buildings until all the following conditions have been satisfied: 1) this agreement has been fully executed by both

parties and filed with the City Clerk, 2) the necessary security has been received by the City, 3) the plat and required homeowner's association documents have been recorded with the Washington County Recorder's Office, and 4) the City's Community Development Director has issued a letter that all conditions have been satisfied, a preconstruction conference has been held, and that the Developer may proceed.

4. PHASED DEVELOPMENT. This plat is a phase of a multi-phased preliminary plat, the City may refuse to approve final plats of subsequent phases if the Developer has breached this Contract and the breach has not been remedied. Development of subsequent phases may not proceed until Development Contracts for such phases are approved by the City. Park charges and area charges for sewer and water referred to in this Contract are not being imposed on outlots, if any, in the plat that are designated in an approved preliminary plat for future subdivision into lots and blocks. Such charges will be calculated and imposed when the outlots are final platted into lots and blocks.

5. PRELIMINARY PLAT STATUS. The plat 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 (5) years after preliminary plat approval.

6. CHANGES IN OFFICIAL CONTROLS. For two (2) years from the date of this Contract, no amendments to the City's Comprehensive Plan or official controls shall apply to or affect the residential 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 Contract to the contrary, to the full extent permitted by state law, the City may require compliance with any amendments to the City's Comprehensive Plan, official controls, platting or dedication requirements enacted after the date of this Contract.

Comment [L1]: Given the size of the development and the nature of phasing, we will need more than 2 years to final plat and subdivide the entire community.

7. DEVELOPMENT PLANS. The plat shall be developed in accordance with the following plans and at the Developer's sole expense. The plans shall not be attached to this Contract. If the plans vary from the written terms of this Contract, the written terms shall control. The plans are:

Plan A – Final Plat

Plan B – Final Grading, Drainage, and Erosion Control Plans

Plan C – Final Sanitary Sewer, Water Main, Storm Sewer, and Street Plans

Plan D – Final Landscape Plan

8. IMPROVEMENTS. The Developer shall install and pay for the following:

- A. Streets
- B. Sanitary Sewer
- C. Watermain
- D. Surface Water Facilities (pipe, ponds, rain gardens, etc.)
- E. Grading and Erosion Control
- F. Sidewalks/Trails
- G. Street Lighting
- H. Underground Utilities
- I. Street Signs and Traffic Control Signs
- J. Landscaping and Street Trees
- K. Tree Preservation and Reforestation
- L. Wetland Mitigation and Buffers
- M. Monuments Required by Minnesota Statutes

The improvements shall be installed in accordance with the City subdivision ordinance and the City's Engineering Design and Construction Standards Manual and pursuant to the direction of the City Engineer. The Developer shall submit plans and specifications which have been prepared by a competent registered professional engineer to the City for approval by the City Engineer. 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 City 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 and a soil engineer inspect the 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. The Developer or his engineer shall schedule a pre-construction meeting at a mutually agreeable time at the City Hall with all parties concerned, including the City staff, to review the program for the construction work.

All labor and work shall be done and performed in the best and most workmanlike manner and in strict conformance with the approved plans and specifications. No deviations from the approved plans and specifications will be permitted unless approved in writing by the City Engineer. The Developer agrees to furnish to the City a list of contractors being considered for retention by the Developer for the performance of the work required by the Contract. The Developer shall not do any work or furnish any materials not covered by the plans and specifications and special conditions of this Contract, for which reimbursement is expected from the City, unless such work is first ordered in writing by the City Engineer as provided in the specifications.

9. CITY ENGINEERING ADMINISTRATION AND CONSTRUCTION

OBSERVATION. Prior to the commencement of any construction activity authorized under this agreement, the Developer shall submit an escrow for City Engineering Administration and Construction Observation in an amount provided under paragraph 36. Summary of Cash Requirements. Thereafter, the Developer shall reimburse the City each month, within 30 days of receiving an invoice, for all engineering administration and construction observation performed during the construction of the plat. After 30 days of the invoice, the City may draw upon the escrow and stop the work on site until said escrow has been replenished in its full amount. City engineering administration will include monitoring of construction progress and construction observation, consultation with Developer and his engineer 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 security. Construction observation may be performed by the City's in-house staff or consulting engineer. 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 on an hourly basis.

The direction and review provided through the inspection of the improvements should not be considered a substitute for the Developer required management of the development. Developer will cause the contractor(s) to furnish the City with a schedule of proposed operations at least five (5) days prior to the commencement of construction of each type of Improvement. City shall inspect all Developer Installed Improvements during and after construction for compliance with approved plans and specifications. Developer will notify the City Engineer at such times during construction as the City Engineer 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 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% ownership interest or in which they are an officer or director may not act as contractors or subcontractors for the public improvements identified in Paragraph 8 above.

11. PERMITS. The Developer shall obtain or require its contractors and subcontractors to obtain all necessary permits, including but not limited to:

- A. Right-of-Way Excavations and Obstructions:
 - City of Lake Elmo, Right-of-Way Utility Installation(s)
 - City of Lake Elmo, Right-of-Way Obstruction(s)
 - Washington County, Utility Installations(s)
 - Washington County, Street or Driveway Access(s)
 - Minnesota Department of Transportation, Utility Installation
 - Minnesota Department of Transportation, Right-of-Way Permit
- B. Watermain Extensions:
 - Minnesota Department of Health
- C. Sanitary Sewer Extensions:
 - Minnesota Pollution Control Agency
 - Metropolitan Council Environmental Services
- D. Stormwater Management:
 - Valley Branch, Brown's Creek or South Washington Watershed District Permit
- E. Erosion, Sedimentation Control:
 - Minnesota Pollution Control Agency, General NPDES Stormwater Permit
 - SWPPP (Stormwater Pollution Prevention Plan)

- F. Wetland Mitigation:
 - Board of Water and Soil Resources, WCA
- G. Construction Dewatering:
 - Minnesota Department of Natural Resources

12. TIME OF PERFORMANCE. The Developer shall install all required public improvements by October 31, 2015, with the exception of the final wear course of asphalt on streets. The Developer shall have the option of installing the wearing course of streets within one (1) year following initial commencement of work on the required basic improvements or installing it after the first course has weathered a winter season, consistent with warranty requirements, however final acceptance of the improvements 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.

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

14. CONSTRUCTION ACCESS. Construction traffic access and egress for grading, public utility construction, and street construction is restricted to access the subdivision via the planned construction access off of Keats Avenue. No construction traffic is permitted on other adjacent local streets.

15. CONSTRUCTION SEQUENCE AND COMPLIANCE. The City will require the developer to construct the improvements in a sequence which will allow progress and compliance points to be measured and evaluated. The Developer and/or their representatives are required to supervise and coordinate all construction activities for all 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., 17. and 18. For the purpose of this paragraph, Electronic message (email) shall be deemed an acceptable method of notification provided it is captioned "Notice pursuant to Development Agreement".

16. EROSION CONTROL. Prior to initiating site grading, the erosion control plan, Plan B, shall be implemented by the Developer and inspected and approved by the City. Erosion control practices must comply with the approved plans and specifications for the plat, with all watershed district permits and with Minnesota Pollution Control Agency's Best Management Practices. The City may impose additional erosion control requirements as deemed necessary. 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 ten (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 unless the plat is in full compliance with the approved erosion control plan.

If building permits are issued prior to the acceptance of public improvements, the developer assumes all responsibility for erosion control compliance throughout the plat 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. GRADING PLAN. The plat shall be graded in accordance with the approved grading drainage and erosion control plan, Plan "B". The plan shall conform to Engineering Design and Construction Standards Manual. All grading shall be completed within the Subdivision prior to the preparation and submittal of the as-constructed grading plan.

Within thirty (30) days after completion of the grading, the Developer shall provide the City with a "record" grading plan certified by a registered land surveyor or engineer that all trails, ponds, swales, and ditches have been constructed on public easements or land owned by the City. The "record" plan shall contain site grades and field verified elevations of the following: a) cross sections of ponds; b) location and elevations along all swales, emergency overflows, wetlands, wetland mitigation areas if any, ditches, locations and dimensions of borrow areas/stockpiles; c) lot corner elevations and house pads; and d) top and bottom of retaining walls. The City will not issue any building permits until the approved certified record grading plan is on file with the City.

18. STREET AND UTILITY IMPROVEMENTS. All storm sewers, sanitary sewers, watermain, and streets shall be installed in accordance with the approved Plans and Specifications for Public Improvements, Plan "D". The plan shall conform to the City's Engineering Design and Construction Standards Manual. Curb and gutter and the first lift of the bituminous streets, sidewalks, the 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 its 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 may be installed in accordance with paragraph 12. above.

19. STREET MAINTENANCE DURING CONSTRUCTION. The Developer shall be responsible for all street maintenance until the streets are accepted by the City in writing. Warning signs shall be placed 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. In the event residences are occupied prior to completing streets, the Developer shall maintain a smooth surface and provide proper surface drainage to insure that the streets are passable to traffic and emergency vehicles. The Developer shall be responsible for keeping streets

within and without the subdivision clean of dirt and debris that may spill, track, or wash onto the street from Developer's operation. The Developer may request, in writing, that the City keep the streets open during the winter months by plowing snow from the streets prior to final acceptance of said streets. The City shall not be responsible for repairing the streets because of snow plowing operations. Providing snow plowing service does not constitute final acceptance of the streets by the City. The Developer shall contract for street cleaning within and immediately adjacent to the development. At a minimum, scraping and sweeping shall take place on a weekly basis. A copy of this contract shall be approved by the City before grading is started. The contract shall provide that the City may direct the contractor to clean the streets and the contractor will bill the Developer.

20. OWNERSHIP OF IMPROVEMENTS. Upon completion of the work and construction required by this Contract, the improvements lying within public easements shall become City property. Prior to acceptance of the improvements by the City, the Developer must furnish the City with a complete set of reproducible "record" plans, 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 Contract. 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, the City Engineer will accept the completed public improvements.

21. PARK DEDICATION. The Developer shall pay a cash contribution of \$_____ in satisfaction of the City's park dedication requirements. This charge is based on the park dedication requirement for all the areas to be platted within the Savona Preliminary Plat. No additional fees in lieu of land dedication will be charged for future developments within the preliminary plat area. The charge was calculated as follows: 3.74 acres (7.06 acres of park land provided subtracted from 10.80 acres of park land required) at \$_____ per acre per the City's appraisal for the property.

22. SANITARY SEWER AND WATER UTILITY AVAILABILITY CHARGES (SAC

AND WAC). The Developer shall be responsible for the payment of all sewer availability charges (SAC) and all water availability charges (WAC) with respect to the 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 REU shall be paid by the Developer prior to the City recording the final plat. The total amount to be paid by the Developer is \$132,000.

The water availability charge (WAC) in the amount of \$3,000.00 per REU shall be paid by the Developer prior to the City recording the final plat. The total amount to be paid by the Developer is \$132,000.00.

In addition, a sewer connection charge in the current amount of \$1,000.00 per REU, a Met Council sewer availability charge in the current amount of \$2,435.00 per REU, and a water connection charge in the current amount of \$1,000.00 per REU will be collected by the City at the time the building permit is issued for each lot. These amounts are charged at the time of building permit in accordance with the latest city fee schedule.

23. TRAFFIC CONTROL SIGNS.

Traffic control signs shall be included as part of the public street improvements, and the installation costs shall be included in the street construction calculations.

24. STREET LIGHTS.

The Developer is responsible for the installation of street lights consistent with a street lighting plan approved by the City. The Developer shall coordinate the installation of street lights with Xcel Energy in conjunction with the other improvements, and agrees to pay Xcel Energy for all upfront costs associated with the street lighting system, including underground cables, posts, lamps, ballasts, starters, photocells, and glassware. All street lights will be leased by the City upon final acceptance of the system. The Developer shall also pay \$1,332 in payment for the first year operating costs for street lights.

25. WETLAND MITIGATION. The Developer shall complete wetland mitigation/restoration in accordance with the approved Plans and Specifications 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 if the Developer fails to take corrective measures to be used by the City to perform the work.

26. BUILDING PERMITS/CERTIFICATES OF OCCUPANCY.

A. Public sewer and water, curbing, and one lift of asphalt shall be installed on all public and private streets prior to issuance of any building permits, except two model homes on lots acceptable to the Community Development Director.

B. 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 Community Development Department.

C. Written certification of the as-constructed grading must be on file at the City for the block where the building is to be located.

D. Breach of the terms of this Contract by the Developer, including nonpayment of billings from the City, shall be grounds for denial of building permits and/or withholding of other permits, inspection or actions, including lots sold to third parties, and the halting of all work in the plat.

E. If building permits are issued prior to the acceptance of public improvements, the Developer assumes all liability and costs resulting in delays in completion of public improvements and damage to public improvements caused by the City, Developer, their contractors, subcontractors, materialmen, employees, agents, or third parties.

F. 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.

G. The City will not issue a certificate of occupancy for any building constructed on any lot or parcel in the Plat, including any model homes authorized under this agreement, until Public

Comment [L2]: We have identified Lot 9 Blk 6 and Lot 10 Blk 5 as the locations for the initial model homes.

sewer and water, curbing, and one lift of asphalt is installed on all public and private streets; all utilities are tested and approved by the City Engineer; and the as-constructed grading must be on file at the City for the block where the building is to be located.

27. RESPONSIBILITY FOR COSTS.

A. In the event that the City receives claims from labor, materialmen, or others that work required by this Contract has been performed, the sums due 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 letters of credit 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 letters of credit deposited with the District Court, except that the Court shall retain jurisdiction to determine payment of attorneys' fees pursuant to this Contract.

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 plat, including but not limited to legal, planning, engineering and inspection expenses incurred in connection with approval and acceptance of the plat, the preparation of this Contract, review of construction plans and documents, and all costs and expenses incurred by the City in monitoring and inspecting development of the plat. All amounts incurred and due at the time, must be fully paid prior to execution and release of the final plat for recording.

C. The Developer shall hold the City and its officers, employees, and agents harmless from claims made by itself and third parties for damages sustained or costs incurred resulting from plat approval and development. The Developer shall indemnify the City and its officers, 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 Contract, 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 Contract. 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 plat, or any part of it.

F. The Developer shall pay in full all bills submitted to it by the City for obligations incurred under this Contract within thirty (30) days after receipt. Bills not paid within thirty (30) days shall be assessed a late fee per the City of Lake Elmo adopted Fee Schedule. Upon request, the City will provide copies of detailed invoices of the work performed.

28. SPECIAL PROVISIONS. The following special provisions shall apply to plat development:

A. Implementation of the recommendations listed in the February 7, 2014 Engineering memorandum.

B. Before the City signs the final plat, the Developer shall convey Outlot D to the City by warranty deed, free and clear of any and all encumbrances.

C. The Developer shall install a temporary turnaround on the northern end of Jewel Avenue North until it is extended to the north as part of the Hammes Estates development.

D. The Developer must obtain a sign permit from the City Building Official prior to installation of any permanent subdivision identification signs. F. The Developer shall provide for a minimum green belt/buffer of 100 feet around all of the adjacent Stonegate subdivision. This buffer shall be secured by a covenant running in favor of the City.

Comment [L3]: We will want to have the ability to put up temporary marketing signs. I am not sure if the intent is to require a permit for those.

G. All trails shall be located within the easements and dedicated to the City of Lake Elmo. Title commitments shall be provided for all land so dedicated.

H. The Developer shall be responsible for the construction of all improvements within the Keats Avenue (CSAH 19) right-of-way as required by Washington County and further described in the review letter received from the County dated July 3, 2013. The required improvements shall include, but not be limited to: construction of a new median crossing in this area, continuation of the planned ten-foot

bituminous trail through the median, turn lanes, and other improvements as required by the County.

I. The Developer shall observe all other County requirements as specified in the Washington County review letter dated July 3, 2013.

J. The Developer shall enter into a maintenance agreement with the City that clarifies the individuals or entities responsible for any landscaping installed in areas outside of land dedicated as public park and open space on the final plat.

K. Any land under which public trails are located will be accepted as park land provided the Developer constructs said trails within the dedicated areas as part of the public improvements for the subdivision and easements are provided where required by the City.

L. No more than half of the residential units depicted on the preliminary plat (155) may be approved as part of a final plat until a second access is provided to the subdivision, either via a connection to Hudson Boulevard to the south, Inwood Avenue (CSAH 13) to the west, or back to Keats Avenue (CSAH 19) through the property to the north of Savona.

N. The Developer shall secure any necessary permits for the multi-family area, including, but not limited to a conditional use permit to allow for single family detached residences that do not have frontage on a public street, at the time a final plat is submitted for this area.

O. (Other requirements).

29. MISCELLANEOUS.

A. The Developer may not assign this Contract without the written permission of the City Council. The Developer's obligation hereunder shall continue in full force and effect even if the Developer sells one or more lots, the entire plat, or any part of it.

B. Retaining walls that require a building permit shall be constructed in accordance with plans and specifications prepared by a structural or geotechnical 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 and specifications. All retaining walls identified on the development plans or by special conditions referred to in

this Contract shall be constructed before any other building permit is issued for a lot on which a retaining wall is required to be built.

C. Appropriate legal documents regarding Homeowner Association documents, covenants and restrictions relating to the plat approval and outlots and conveyances, as approved by the City Attorney, shall be filed with the final plat. No third- party beneficiary status is hereby conferred. All outlots and common areas, including Outlots A, B, C, E, and F, shall be maintained in good order and repair by a homeowner's association, and, if it does not do so, then the City may perform the work and assess the costs against the individual lots within the plat of Savona and without regard to the formalities or requirements of Minn. Stat. § 429.

D. Developer shall take out and maintain or cause to be taken out and maintained until six (6) months after the City has accepted the public 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 \$1,000,000 for each occurrence; limits for property damage shall be not less than \$200,000 for each occurrence; or a combination single limit policy of \$1,000,000 or more. The City shall be named as an additional insured on the policy, and the Developer shall file with the City a certificate evidencing coverage prior to the City signing the plat. The certificate shall provide that the City must be given thirty (30) days advance written notice of the cancellation of the insurance.

E. Third parties shall have no recourse against the City under this Contract.

F. If any portion, section, subsection, sentence, clause, paragraph, or phrase of this Contract is for any reason held invalid, such decision shall not affect the validity of the remaining portion of this Contract.

G. The action or inaction of the City shall not constitute a waiver or amendment to the provisions of this Contract. 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 Contract shall not be a waiver or release.

H. This Contract shall run with the land and may be recorded against the title to the property. The Developer covenants with the City, its successors and assigns, that the Developer has fee title to the property being final platted and/or has obtained consents to this Contract, in the form attached hereto, from all parties who have an interest in the property; 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 plat complies 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 plat does not comply, the City may, at its option, refuse to allow construction or development work in the plat until the Developer does comply. Upon the City's demand, the Developer shall cease work until there is compliance.

30. 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 Developers to commence and complete construction of the Public Improvements pursuant to the terms, conditions and limitations of this Agreement.

B. Failure by Developers to substantially observe or perform any material covenant, condition, obligation or agreement on their part to be observed or performed under this Agreement.

31. 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 Developers, deemed adequate by the City, that Developers will cure their default and continue their 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 Developers, or immediately draw on the Letter of Credit, as set forth in this Agreement. In the event of any uncorrected failure to maintain any common area or landscape areas, the City may undertake to do the work and assess the costs to the individual lots within the plat without regard to the formalities or requirements of Minn. Stat. § 429..

32. ENFORCEMENT BY CITY: DAMAGES. The Developers acknowledge the right of the City to enforce the terms of this Agreement against the Developers, by action for specific performance or damages, or both, or by any other legally authorized means. The Developers also acknowledge that their failure to perform any or all of their obligations under this Agreement may result in substantial damages to the City; that in the event of default by the Developers, 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.

33. WARRANTY. The Developer warrants all improvements required to be constructed by it pursuant to this Contract against poor material and faulty workmanship. The Developer shall submit either a letter of credit for twenty-five percent (25%) of the amount of the original cost of the improvements.

A. The required warranty period for materials and workmanship for the utility contractor installing public sewer and water mains shall be two (2) 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 (1) year

from the date of final written acceptance, unless the wearing course is placed during the same construction season as the bituminous base course. In those instances, the Developer shall guarantee all work, including street construction, concrete curb and gutter, sidewalks and trails, material and equipment for a period of two (2) years from the date of final written City acceptance of the work.

C. The required warranty period for sod, trees, and landscaping is two growing seasons following installation.

D. The required warranty for landscaping within storm water infiltration areas (Outlots D and a portion of Outlot F) shall be three (3) years following installation. The developer shall also enter into a maintenance agreement with the City for a period of three (3) years prior to acceptance of the landscaping for within these storm water infiltration areas. Said maintenance agreement shall include requirements for the proper care of native plantings and the elimination of weeds and invasive species.

34. SUMMARY OF SECURITY REQUIREMENTS. To guarantee compliance with the terms of this agreement, payment of special assessments, payment of the costs of all public improvements, and construction of all public improvements, the Developer shall furnish the City with an irrevocable letter of credit, in the form attached hereto, from a bank, cash escrow or a combination cash escrow and Letter of Credit ("security") for \$2,298,221. The amount of the security was calculated as follows:

CONSTRUCTION COSTS:

Streets	\$763,387
Sanitary Sewer	\$138,099
Watermain	\$155,927
Surface Water Facilities (pipe, ponds, rain gardens, etc.)	\$493,703
Grading	\$650,000
Erosion Control	\$52,533
Sidewalks/Trails	\$119,642
Street Lighting	Xcel to Install, to be pre-paid directly by developer

Street Signs and Traffic Control Signs	\$11,600
Landscaping	\$97,236
Tree Preservation and Restoration	N/A
Wetland Mitigation and Buffers	Separate letter of credit through Watershed District
Monuments	\$6,450
Miscellaneous Facilities	N/A
Developer's Record Drawings	\$2,500
Construction Sub-Total	\$2,491,077
Total Project Securities (at 125% Construction Costs)	\$3,113,846

This breakdown is for historical reference; it is not a restriction on the use of the security. The bank shall be subject to the approval of the City Administrator. The City may draw down the security, without notice, for any violation of the terms of this Contract or if the security is allowed to lapse prior to the end of the required term. If the required public improvements are not completed at least thirty (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 to cure the default.

35. REDUCTION OF SECURITY. Upon written request by the Developer and upon receipt of proof satisfactory to the City Engineer that work has been completed and financial obligations to the City have been satisfied, with City Engineer approval the security may be reduced as follows:

A. Up to 50%, or \$1,556,923 of the security provided in accordance with paragraph 32. above may be released when: (1) Developer's obligations under this Agreement have been completed and the Public Improvements have been found to be complete to the satisfaction of the City including all corrective work for any identified punch list items, but not including the final wear course; and (2) completion of the Improvements is done to the satisfaction of the City and evidence of such is provided by the City in writing and satisfactory evidence of payment, such as lien waivers are provided.

B. Up to an additional 25%, or \$778,462 of the security provided in accordance

with paragraph 32. above may be released when: (1) Developer's obligations under this Agreement have been completed and the Improvements have been found to be complete to the satisfaction of the City including all corrective work for any identified punch list items and including the final wear course; and (2) Improvements are accepted by the City in writing and satisfactory evidence of payment, such as lien waivers, are provided.

C. Twenty percent (25%) of the amounts certified by the Developer's engineer shall be retained as security until: (1) all improvements have been completed, (2) iron monuments for lot corners have been installed, (3) all financial obligations to the City satisfied, (4) the required "record" plans have been received and approved by the City, (5) a warranty security is provided, and (6) the public improvements are accepted by the City.

36. SUMMARY OF CASH REQUIREMENTS. The following is a summary of the cash requirements under this Contract which must be furnished to the City at the time of final plat approval:

Sewer Availability Charge (SAC)	\$132,000
Water Availability Charge (WAC)	\$132,000
Park Dedication	TBD
Street Light Operating Fee	\$1,332
City Base Map Upgrading	\$1,100
City Engineering Administration Escrow	\$50,000 (Based on two months of administration/observation)
Total Cash Requirements	\$316,432 (plus park dedication fee)

37. 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: 16305 36th Ave N, Suite 600. Plymouth, MN 55446. 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, 3800 Laverne Avenue N. Lake Elmo, Minnesota 55042.

38. EVIDENCE OF TITLE. Developer shall furnish the City with evidence of its fee ownership of the property being platted by way of an attorney's title opinion or title insurance policy dated not earlier than thirty (30) days prior to the execution of the plat.

CITY OF LAKE ELMO

BY: _____, Mayor

(SEAL)

AND _____, City Clerk

DEVELOPER:

BY: _____
Its

STATE OF MINNESOTA)
 (ss.
COUNTY OF WASHINGTON)

The foregoing instrument was acknowledged before me this _____ day of _____,
2_____, by _____ and by _____, the
Mayor and City Clerk 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

STATE OF MINNESOTA)
 (ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day _____ of
_____, 2_____,
the _____ by
of _____.

NOTARY PUBLIC

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

**FEE OWNER CONSENT
TO
DEVELOPMENT CONTRACT**

_____, fee owners of all or part of the subject property, the development of which is governed by the foregoing Development Contract, 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 _____, 2_____,
by _____.

NOTARY PUBLIC

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

**MORTGAGE CONSENT
TO
DEVELOPMENT CONTRACT**

_____, which holds a mortgage on the subject property, the development of which is governed by the foregoing Development Contract, agrees that the Development Contract shall remain in full force and effect even if it forecloses on its mortgage.

Dated this _____ day of _____, 2_____.

STATE OF MINNESOTA)
 (ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2_____, by _____.

NOTARY PUBLIC

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

EXHIBIT "A"
TO
DEVELOPMENT CONTRACT

Legal Description of Property Being Final Platted as Savona

The Northeast Quarter of the Southeast Quarter in Section 34, Township 29, Range 27, Washington County, Minnesota.

AND

That part of the West Half of the Southeast Quarter in Section 34, Township 29, Range 21, Washington County, Minnesota, described as follows:

Commencing at the West Quarter corner of said Section 34; thence South 00 degrees 00 minutes 40 seconds East, along the west line of said Section 34, a distance of 472.55 feet; thence North 89 degrees 57 minutes 32 seconds East, a distance of 7315.91 feet to the west line of the East Half of the Southwest Quarter of said Section 34; thence South 00 degrees 02 minutes 55 seconds West, along said west line a distance of 531.15 feet; thence South 76 degrees 35 minutes 34 seconds East, a distance of 156.54 feet; thence southeasterly along a tangential curve, concave to the southwest, having a central angle of 15 degrees 36 minutes 34 seconds, a radius of 1060.00 feet for an arc distance of 288.78 feet; South 60 degrees 59 minutes 01 seconds East, tangent to said curve, a distance of 597.77 feet; thence southeasterly along a tangential curve, concave to the northeast, having a central angle of 29 degrees 11 minutes 27 seconds, a radius of 760.00 feet for an arc distance of 387.20 feet to the east line of said East Half of the Southwest Quarter and the point of beginning; thence continuing northeasterly along last described curve, concave to the north, having a central angle of 39 degrees 09 minutes 56 seconds, a radius of 760.00 feet for an arc distance of 519.51 feet; thence North 50 degrees 39 minutes 36 seconds East, tangent to said curve, a distance of 410.97 feet; thence northeasterly along a tangential curve concave to the southeast, having a central angle of 20 degrees 49 minutes 17 seconds, a radius of 1060.00 feet for an arc distance of 385.20 feet; thence North 71 degrees 28 minutes 52 seconds East, tangent to said curve, a distance of 202.22 feet to the east line of said West Half of the Southeast Quarter; thence North 00 degrees 01 minutes 13 seconds East, along said east line a distance of 850.00 feet to the north line of said West Half of the Southeast Quarter; thence South 89 degrees 56 minutes 46 seconds West, along said north line a distance of 1321.74 feet to the northwest corner of said West Half of the Southeast Quarter; thence South 00 degrees 06 minutes 31 seconds West, along the west line of said West Half of the Southeast Quarter, a distance of 1531.03 feet to the point of beginning.

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 at its offices in Minnesota.

The draft must:

- a) Bear the clause, "Drawn under Letter of Credit No. _____, dated _____, 2_____, 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, 2_____.

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, 3800 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 _____



MAYOR & COUNCIL COMMUNICATION

DATE: May 20, 2014
REGULAR
ITEM # 13

AGENDA ITEM: 2014 Seal Coat Project – Accept Bids and Award Contract
SUBMITTED BY: Ryan Stempiski, Assistant City Engineer
THROUGH: Dean A. Zuleger, City Administrator
REVIEWED BY: Jack Griffin, City Engineer
Cathy Bendel, Finance Director
Mike Bouthilet, Public Works
Adam Bell, City Clerk

SUGGESTED ORDER OF BUSINESS:

- Introduction of ItemCity Engineer
- Report/Presentation.....City Engineer
- Questions from Council to Staff.....Mayor Facilitates
- Public Input, if Appropriate.....Mayor Facilitates
- Call for MotionMayor & City Council
- Discussion.....Mayor & City Council
- Action on Motion.....Mayor Facilitates

POLICY RECOMMENDER: Engineering.

FISCAL IMPACT: \$189,889.88.

As itemized in this report below the total post-bid project cost for the 2014 Seal Coat Project is \$193,389.88 to be paid through the General Fund (Fund No. 101). The project was authorized by the City council on April 15, 2014 in the amount of \$213,000.

The 2014 seal coat budget amount was \$160,000. However, staff received Council approval on April 15 to manage the seal coat budget using a rolling average by applying \$27,350 from the undesignated fund balance to the 2014 Seal Coat Project and reducing the 2015 Seal Coat Project by \$6,039.88 to maintain the targeted rolling budget. The \$27,350 represents the amount of unused 2013 Seal Coat Project funds.

SUMMARY AND ACTION REQUESTED:

The City Council is respectfully requested to consider accepting contractor bids and awarding a contract for the 2014 Seal Coat Project. The recommended motion for this action is as follows:

“Move to approve Resolution No. 2014-32, Accepting the Bids and Awarding a Contract to Pearson Bros., Inc. in the amount of \$265,298.88 for the 2014 Seal Coat Project; which includes the alternate bid for Lake Elmo in the amount of \$189,889.88; the base bid for West Lakeland in the amount of \$44,175.00; and the base bid for Baytown in the amount of \$31,234.00.”

LEGISLATIVE HISTORY/BACKGROUND INFORMATION:

Bids were received, publicly opened, and read aloud on May 1, 2014. FOCUS Engineering, Inc. has prepared and attached the Tabulation of Bids and a Letter of Recommendation for the award of the contract. The City received three (3) bids for this project, with Pearson Bros., Inc. providing the lowest unit bid in the amount of \$1.13 per square yard for the base bid and \$1.24 per square yard for the alternate bid. The Engineer's post-design construction cost estimate for the base bid was \$1.25 per square yard and \$1.33 per square yard for the alternate bid.

The project will be completed jointly with West Lakeland Township and Baytown Township with each entity reimbursing Lake Elmo their portion of the construction cost; with West Lakeland at \$44,175.00 (16.6%) and Baytown Township at \$31,234.00 (11.8%). West Lakeland and Baytown will also pay Lake Elmo \$3,000 each for engineering and administration fees once the Lake Elmo City Council accepts the bids and awards the construction contract. Construction observation services will be contracted directly by each jurisdiction for the work performed on their streets.

The post-bid construction estimate for Lake Elmo is \$189,889.88 (71.6%) for the alternate bid, which includes higher performing asphalt (CRS-2P) to reduce resident complaints. The total engineering design, bidding and construction services is estimated to be \$9,500 less \$3,000 to be reimbursed by West Lakeland Township and \$3,000 to be reimbursed by Baytown Township. The Lake Elmo total project cost is therefore estimated to be \$193,389.88.

RECOMMENDATION:

Staff is recommending that the City Council approve Resolution No. 2014-32, thereby accepting the bids and awarding a Contract to Pearson Bros., Inc. The recommended motion for this action is as follows:

“Move to approve Resolution No. 2014-32, Accepting the Bids and Awarding a Contract to Pearson Bros., Inc. in the amount of \$265,298.88 for the 2014 Seal Coat Project; which includes the alternate bid for Lake Elmo in the amount of \$189,889.88; the base bid for West Lakeland in the amount of \$44,175.00; and the base bid for Baytown in the amount of \$31,234.00.”

ATTACHMENT(S):

1. Resolution No. 2014-32
2. Engineer's Letter of Recommendation and Tabulation of Bids
3. Project Schedule

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

RESOLUTION NO. 2014-32

**A RESOLUTION ACCEPTING THE BIDS AND AWARDING A
CONTRACT FOR THE 2014 SEAL COAT PROJECT**

WHEREAS, pursuant to an advertisement for bids for the 2014 Seal Coat Project, bids were received, opened, and tabulated according to law, and bids were received complying with the advertisement; and

WHEREAS, bids were tabulated, checked and summarized to verify that all requirements of the submittals were met; and

WHEREAS, the project engineer reviewed the bids and has provided a letter recommending the award of the contract to the lowest responsible bidder, Pearson Brothers, Inc., in the amount of \$265,298.88.

NOW, THEREFORE, IT IS HEREBY RESOLVED,

1. That the Mayor and City Clerk are hereby authorized and directed to enter into a Contract in the accordance with the above ordered Project, in the amount of the Contractor's lowest responsible bid, and according to the plans and specifications thereof approved by the City Council.
2. The City Clerk is hereby authorized and directed to return forthwith to all bidders the deposits made with their bids, except that the deposits of the successful bidder and the next two lowest bidders shall be retained until a contract has been signed.

**ADOPTED BY THE LAKE ELMO CITY COUNCIL ON THE TWENTIETH DAY OF
MAY 2014.**

CITY OF LAKE ELMO

By: _____
Mike Pearson
Mayor

(Seal)

ATTEST:

Adam Bell
City Clerk

FOCUS ENGINEERING, inc.

May 20, 2014

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

Honorable Mayor and City Council
City of Lake Elmo, Minnesota

2014 Seal Coat Project
City of Lake Elmo, Minnesota
FOCUS Project No. 2014.118

Dear Mayor and City Council:

Bids for the 2014 Seal Coat Project were received on May 1, 2014, at 3:00 PM with the following results:

Contractor	Base Bid	Alternate Bid
Pearson Bros., Inc.		
<i>City of Lake Elmo</i>	\$173,044.81	\$189,889.88
<i>West Lakeland Township</i>	\$44,175.00	\$48,437.50
<u><i>Baytown Township</i></u>	<u>\$31,234.00</u>	<u>\$34,221.60</u>
TOTAL:	\$248,453.81	\$272,548.98
Astech Corp.		
<i>City of Lake Elmo</i>	\$189,889.88	\$203,672.21
<i>West Lakeland Township</i>	\$48,050.00	\$51,537.50
<u><i>Baytown Township</i></u>	<u>\$33,678.40</u>	<u>\$36,122.80</u>
TOTAL:	\$271,618.28	\$291,332.51
Allied Blacktop Co.		
<i>City of Lake Elmo</i>	\$192,952.62	\$203,672.21
<i>West Lakeland Township</i>	\$48,825.00	\$51,537.50
<u><i>Baytown Township</i></u>	<u>\$34,221.60</u>	<u>\$36,122.80</u>
TOTAL:	\$275,999.72	\$291,332.51
Engineer's Estimate		
<i>City of Lake Elmo</i>	\$191,421.25	\$203,672.21
<i>West Lakeland Township</i>	\$48,437.50	\$51,537.50
<u><i>Baytown Township</i></u>	<u>\$33,950.00</u>	<u>\$36,122.80</u>
TOTAL:	\$273,808.75	\$291,332.51

A complete Tabulation of Bids is enclosed for your information.

We recommend that you award the Contract to the lowest responsible bidder, Pearson Brothers, Inc. in the total amount of \$265,298.88 for their alternate bid to Lake Elmo in the amount of \$189,889.88; base bid for West Lakeland in the amount of \$44,175.00; and base bid for Baytown in the amount of \$31,234.00.

Please contact me with any questions you may have.

Sincerely,

A handwritten signature in dark ink, appearing to read 'R W Stempski', with a long horizontal flourish extending to the right.

Ryan W. Stempski, P.E.
Project Engineer

Enclosure

cc: Jack Griffin, City Engineer
Adam Bell, City Clerk
Cathy Bendel, Finance Director

TABULATION OF BIDS

2014 SEAL COAT PROJECT
CITY OF LAKE ELMO, WEST LAKELAND TWP & BAYTOWN TWP
PROJECT NO. 2014.118

BIDS OPENED: MAY 1, 2014, AT 3:00 PM

FOCUS ENGINEERING, inc.

BASE BID (CRS-2 EMULSIFIED ASPHALT)				ENGINEER'S ESTIMATE			Pearson Bros., Inc.			Astech Corp.			Allied Blacktop Company		
ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT		
CITY OF LAKE ELMO															
1	BITUMINOUS SEAL COAT WITH 1/8" DRESSER TRAP ROCK	153,137	SY	\$ 1.25	\$ 191,421.25	\$ 1.13	\$ 173,044.81	\$ 1.24	\$ 189,889.88	\$ 1.26	\$ 192,952.62				
CITY OF WEST LAKELAND															
2	BITUMINOUS SEAL COAT WITH 1/8" DRESSER TRAP ROCK	38,750	SY	\$ 1.25	\$ 48,437.50	\$ 1.14	\$ 44,175.00	\$ 1.24	\$ 48,050.00	\$ 1.26	\$ 48,825.00				
BAYTOWN TOWNSHIP															
3	BITUMINOUS SEAL COAT WITH 1/8" DRESSER TRAP ROCK	27,160	SY	\$ 1.25	\$ 33,950.00	\$ 1.15	\$ 31,234.00	\$ 1.24	\$ 33,678.40	\$ 1.26	\$ 34,221.60				
TOTAL					\$ 273,808.75		\$ 248,453.81		\$ 271,618.28		\$ 275,999.22				

ALTERNATE BID NO. 1 (CRS-2P EMULSIFIED ASPHALT)															
ITEM NO.	DESCRIPTION	QUANTITY	UNIT	ENGINEER'S ESTIMATE			Pearson Bros. Inc.			Astech Corp.			Allied Blacktop		
				UNIT PRICE	TOTAL AMOUNT	TOTAL	UNIT PRICE	TOTAL AMOUNT	TOTAL	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT
CITY OF LAKE ELMO															
1	BITUMINOUS SEAL COAT WITH 1/8" DRESSER TRAP ROCK	153,137	SY	\$ 1.33	\$ 203,672.21		\$ 1.24	\$ 189,889.88		\$ 1.33	\$ 203,672.21		\$ 1.33	\$ 203,672.21	
CITY OF WEST LAKELAND															
2	BITUMINOUS SEAL COAT WITH 1/8" DRESSER TRAP ROCK	38,750	SY	\$ 1.33	\$ 51,537.50		\$ 1.25	\$ 48,437.50		\$ 1.33	\$ 51,537.50		\$ 1.33	\$ 51,537.50	
BAYTOWN TOWNSHIP															
3	BITUMINOUS SEAL COAT WITH 1/8" DRESSER TRAP ROCK	27,160	SY	\$ 1.33	\$ 36,122.80		\$ 1.26	\$ 34,221.60		\$ 1.33	\$ 36,122.80		\$ 1.33	\$ 36,122.80	
TOTAL					\$ 291,332.51		\$ 272,548.98		\$ 291,332.51		\$ 291,332.51		\$ 291,332.51		

ALTERNATE BID NO. 1 (CRS-2P EMULSIFIED ASPHALT)														
ITEM NO.	DESCRIPTION	QUANTITY	ENGINEER'S ESTIMATE			Pearson Bros., Inc.			Astech Corp.			Allied Blacktop		
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2	BITUMINOUS SEAL COAT WITH 1/8" DRESSER TRAP ROCK	38,750	SY	\$ 1.33	\$ 51,537.50	\$ 1.25	\$ 48,437.50	\$ 1.33	\$ 51,537.50	\$ 1.33	\$ 51,537.50			
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3	BITUMINOUS SEAL COAT WITH 1/8" DRESSER TRAP ROCK	27,160	SY	\$ 1.33	\$ 36,122.80	\$ 1.26	\$ 34,221.60	\$ 1.33	\$ 36,122.80	\$ 1.33	\$ 36,122.80			
TOTAL					\$ 291,332.51		\$ 272,548.98		\$ 291,332.51		\$ 291,332.51			

**CITY OF LAKE ELMO
2014 SEAL COAT PROJECT
PROJECT NO. 2014.118**

PROJECT SCHEDULE

February 18, 2014	Council orders preparation of Plans and Specifications.
April 1, 2014	Presentation of Plans and Specifications. Council Approves Plans and Specifications and Orders Advertisement for Bids.
April 5, 2014	Placement of Advertisement for Bids. –Oakdale-Lake Elmo Review. Publication on April 9 – Quest CDN. Publication on April 2
May 1, 2014	Receive Contractor bids.
May 20, 2014	City Council accepts bids and awards Contract.
May 23, 2014	Process and send out Contract Documents.
June 6, 2014	Receipt of Contractor's Bonds/Legal Review.
June 10, 2014	Conduct Pre-Construction Meeting and Issue Notice to Proceed.
June 11, 2014	Contractor begins Work.
July 18, 2014	Substantial Completion of Work (including sweeping of excess aggregate).
August 22, 2014	Final Completion of Work (including Punchlist and final documentation).

DATE: May 20, 2014
REGULAR
ITEM # 14
RESOLUTION 2014-33

AGENDA ITEM: Kupferschmidt/Toft Request to Vacate 12th Street Right-of-Way

SUBMITTED BY: Kyle Klatt, Community Development Director

THROUGH: Dean Zuleger, City Administrator

REVIEWED BY: Jack Griffin, City Engineer
Nick Johnson, City Planner

SUGGESTED ORDER OF BUSINESS:

- Introduction of ItemCommunity Development Director
- Report/Presentation.....Community Development Director
- Questions from Council to Staff Mayor Facilitates
- Open Public Hearing.....Mayor
- Close Public HearingMayor
- Call for Motion Mayor & City Council
- Discussion..... Mayor & City Council
- Action on Motion..... Mayor Facilitates

POLICY RECCOMENDER: Staff is recommending that the City Council approve a request to vacate a portion of the 12th Street right-of-way located within the Myron Ellman Subdivision. The City Council has reviewed a similar request at two different times in the past few years, and the present request complies with the information requested of the applicants the last time this issue was addressed by the City Council in 2013. This action requires a public hearing, and Staff has scheduled the required hearing for the May 20, 2014 City Council meeting.

FISCAL IMPACT: None – the proposed vacation reserves easements over the vacated portion of the right-of-way, which will ensure that no easements of property acquisitions will be needed to maintain the City’s existing infrastructure in this area.

SUMMARY AND ACTION REQUESTED: The City Council is being asked to consider a request from Rodney and Judy Toft (owners of 2764 Legion Avenue North) and Alan and Ralea Kupferschmidt (owners of 2769 Legion Avenue North) to vacate a portion of the 12th Street

right-of-way that is located immediately south of their respective lots in the Myron Ellman Subdivision. This right-of-way was platted as part of the subdivision approved in 1969, but was never improved for use as a public road. Although this street is not paved for use as a public roadway, there are utilities currently located with the right-of-way, including a lift station, pipes leading to a City 201 drain field to the east, and a paved turn-around area.

In June of 2013, the applicants made a similar request of the Council to consider vacating this right-of-way; however, the City Council decided at that time that additional information was needed before it would be able to take action on the request. Specifically, the City Council requested:

- A survey documenting the existence and location of all public infrastructure within the right-of-way adjacent to Lot 9, Block 2 and Lot 10, Block 1 of the Myron Ellman Subdivision; and
- Utility, drainage, access, or other easements deemed necessary by the City Engineer in the absence of a platted right-of-way.

The applicant has subsequently provided the attached survey documenting the location of all City infrastructure within this area. This survey also includes a description of easements to be retained by the City in place of the vacated right-of-way.

Staff is recommending that the City Council approve the applicant's request to vacate a portion of 12th Street within the Myron Ellman subdivision in accordance with the attached survey prepared by Cornerstone Land Surveying, Inc. with revisions dated May 15, 2015. Staff is further recommending that this approval be contingent upon the dedication of the drainage and utility easements as described in this survey. The recommended motion to take action on the request is as follows:

“Move to adopt Resolution 2014-33, approving a request to vacate a portion of the 12th Street right-of-way located within the Myron Ellman Subdivision”

LEGISLATIVE HISTORY/STAFF REPORT: As part of its previous research on this matter, Staff was not able to find much information concerning the Myron Ellman Subdivision other than the signed plat itself and documentation from the construction and installation of the 201 system along Legion Avenue. The plat was approved by the Village of Lake Elmo in 1969 and therefore predates the City's current zoning and subdivision regulations. Most of the homes in the subdivision were built in the early to late 1970's, including the homes on the Kupferschmidt and Toft properties. Sometime after many of these homes were built, Legion Pond, which was located to the east the subdivision, experienced a dramatic rise in water level. This water level rise was one of the factors that led to the installation of a 201 system along Legion Avenue, which includes a drain field site immediately to the east of Block 2 of the subdivision. Staff has previously provided the City Council with a copy of an older Valley Branch Watershed District plan that includes a more detailed history/summary of issues associated with the past rise of Legion Pond.

At present, the two property owners that have requested consideration of a street vacation are the southernmost property owners within the subdivision, and both own lots immediately north of the street that was platted as "Twelfth Street". The City never improved this right of way as a street, but did install infrastructure related to the 201 system within the right-of-way and also installed a paved turn-around area at the end of Legion Avenue. In the case of Mr. Toft, his home was built, for reasons that are not very clear in the historical record, at a setback of roughly three feet from the 12th Street right-of-way line. Mr. Kupferschmidt also recently received a variance from the City to build a porch addition to his home that is located 15 feet from the right-of-way line.

In both cases, the property owners believe that vacating the right-of-way is justified because: 1) it is highly unlikely that the City would ever need to build a road over this property, 2) the infrastructure that is presently in place may no longer be needed once public sanitary sewer is brought into the neighborhood, and 3) past planning and development decisions have left them with substandard building setbacks that already inhibit and restrict the public use of the right-of-way.

Please note that prior to taking action on a request to vacate a road right-of-way, the City Council must conduct a public hearing in accordance with State Statutes. Notice of a public hearing has been published in the local newspaper and was mailed to all property owners within the Myron Ellman Subdivision as well as property owners adjacent to the land proposed for vacation. Under Minnesota State Statutes, a municipality may vacate public rights-of-way when it can be found that there is no longer any public interest in retaining said right-of-way.

The applicants' have submitted the attached surveying depicting the proposed portion of 12th Street to be vacated along with the area to be retained by the City with a drainage and utility easement. The portion of 12th Street that would not be subject to the vacation extends out a minimum of 15 feet from both the east and west side of the Legion Avenue right-of-way. Because there is an existing City right-of-way south of the Myron Ellman subdivision, the eastern segment of 12th Street has been modified to provide a seamless connection to the southern right-of-way. This segment therefore extends out 30 feet to the east of Legion Avenue at the southernmost edge of the Myron Ellman Subdivision.

Please note that the survey complies with the recommendations of the City Engineer with one exception: the Engineer requested that 20 feet of right-of-way be retained to the west of Legion Avenue while the survey depicts a smaller area of 15 feet. Staff is recommending that the vacation be approved with the 15-foot amount as shown since this still retains sufficient room to access the lift station and because this the right-of-way west of the lift station cannot be used for a turn-around given the location of the station within the right-of-way. All other aspects of the survey comply with the City Council's action from 2013.

BACKGROUND INFORMATION (SWOT):

Strengths: The proposed vacation will allow the property owners adjacent to the present 12th Street right-of-way expanded use of their property by eliminating a corner lot setback situation.

The proposed drainage and utility easements still provide for public access to the infrastructure in this area.

Weaknesses: The City's retention of the existing right-of-way provides for the most protection of existing infrastructure.

The existing turn-around at the end of Legion Avenue is marginal and does not allow for proper turning movements for larger vehicles. This situation is not made any worse with the proposed vacation.

Opportunities: At some point in the future, Legion Avenue could be extended to the south to provide a second access to the subdivision.

Once sewer is provided to this portion of Legion Avenue, the existing lift station and other associated improvements may no longer be needed.

Threats: The vacation would allow the applicants to build a structure up to the easement line, which could impact the City's ability to install and maintain infrastructure in the future.

RECOMMENDATION: Based on the above Staff report, Staff is recommending that the City Council approve the request to vacate a portion of the 12th Street right-of-way located within the Myron Ellman Subdivision, provided the following condition is met:

- 1) The petitioners shall record with Washington County the drainage and utility easements to be retained by the City as described in the survey from Cornerstone Land Surveying, Inc. dated May 15, 2015.

The suggested motion to adopt the Staff recommendation is as follows:

“Move to adopt Resolution 2014-33, approving a request to vacate a portion of the 12th Street right-of-way located within the Myron Ellman Subdivision”

ATTACHMENTS:

1. Resolution 2014-33
2. Petition for the Vacation of 12th Street
3. Street Vacation Survey – Cornerstone Land Surveying, Inc.
4. Review Comments – City Engineer 2/17/14
5. Aerial Photograph of Site

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

RESOLUTION NO. 2014-033

*A RESOLUTION VACATING A PORTION OF 12TH STREET WITHIN THE MYRON ELLMAN
SUBDIVISION*

**THE CITY COUNCIL OF THE CITY OF LAKE ELMO, MINNESOTA DOES HEREBY
RESOLVE AS FOLLOWS:**

WHEREAS, a request has been made to the Lake Elmo City Council pursuant to Minnesota Statutes §412.851 to vacate the existing road right-of-way south of Lot 9, Block 2 of the Myron Ellman Subdivision, described as follows:

That part of Twelfth Street as dedicated on the plat of MYRON ELLMAN SUB-DIVISION, Washington County, Minnesota which lies westerly of a line described as COMMENCING at the southeast corner of Lot 10, Block 1, said addition; thence westerly along the south line of said Lot 10 a distance of 15.00 feet to the point of BEGINNING of the line to be described; thence southwesterly to a point on the south line of said Twelfth Street as dedicated on said plat distant 30.00 feet westerly of the intersection of the south line of said Twelfth Street as dedicated on said plat and the southerly extension of the east line of said Lot 10 and said line there terminating. Containing 5,198 SQ.FT. more or less.

AND

That part of Twelfth Street as dedicated on the plat of MYRON ELLMAN SUB-DIVISION, Washington County, Minnesota described as lying easterly of a line which is 15.00 feet easterly and parallel with the southerly extension of the west line of Lot 9, Block 2, said MYRON ELLMAN SUB-DIVISION. Containing 5,417 SQ.FT. more or less,

WHEREAS, an associated request has been made to the City Council to dedicate new drainage and utility easements in replacement of the proposed right-of-way dedication, described as follows:

An easement for drainage and utility purposes over, under and across that part of vacated Twelfth Street as dedicated on the plat of MYRON ELLMAN SUB-DIVISION, Washington County, Minnesota described as lying westerly of a line described as COMMENCING at the southeast corner of Lot 10, Block 1, said addition; thence westerly along the south line of said Lot 10 a distance of 15.00 feet to the point of BEGINNING of the line to be described; thence southwesterly to a point on the south line of said Twelfth Street as dedicated on said plat distant 30.00 feet westerly of the intersection of the south line of said Twelfth Street as dedicated on said plat and the southerly extension of the east line of said Lot 10 and said line there terminating.

AND

An easement for drainage and utility purposes over, under and across that part of vacated Twelfth Street described as lying easterly of a line which is 15.00 feet easterly and parallel with the southerly extension of the west line of Lot 9, Block 2, said MYRON ELLMAN SUB-DIVISION

WHEREAS, the Community Development Director reviewed and examined the signatures on said request and determined that such signatures constituted the majority of the landowners abutting upon the portion of easement to be vacated and rededicated; and

WHEREAS, a public hearing to consider the vacation and rededication of drainage and utility easements was held on the 20th day of May 2014 before the City Council in the Lake Elmo City Hall located at 3800 Laverne Avenue North at 7:00 p.m. or shortly thereafter after due published and posted notice had been given, as well as personal mailed notice to all property owners within Myron Ellman Subdivision by the Community Development Director on the 9th of May 2014 and all interested and affected persons were given an opportunity to voice their concerns and be heard; and

WHEREAS, the Council in its discretion has determined that the vacation will benefit the public interest because the vacated right-of-way will not be needed for any future street connections to serve properties within or adjacent to the Myron Ellman Subdivision and because the vacation will allow the adjacent property owners an expanded use of their properties.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAKE ELMO, COUNTY OF WASHINGTON MINNESOTA, that such request for vacation of existing right-of-way and the dedication of a new drainage and utility easements is hereby approved in accordance with the property descriptions provided above and provide the following condition is met:

- 1) The petitioners shall record with Washington County the drainage and utility easements to be retained by the City as described in the survey from Cornerstone Land Surveying, Inc. dated May 15, 2015.

BE IT FURTHER RESOLVED, that the Mayor and City Clerk are hereby authorized to sign all documents necessary to effectuate the intent of this resolution.

Adopted by the Council this 20th day of May 2014.

Mike Pearson, Mayor

Attest:

Adam Bell, City Clerk



Cameron Kelly Law

For your business. For your property. For you.

May 16, 2014

Mr. Kyle Klatt
City of Lake Elmo
3800 Laverne Avenue North
Lake Elmo, MN 55042

Re: Petition for the Vacation of Twelfth Street
Rodney & Judy Toft, 2764 Legion Avenue N, Lake Elmo
Alan & Ralea Kupferschmidt, 2769 Legion Avenue N, Lake Elmo

Dear Mr. Klatt:

My office represents Rodney & Judy Toft, owners of the property located 2764 Legion Avenue N, Lake Elmo, and Alan & Ralea Kupferschmidt, owners of the property located at 2769 Legion Avenue N, Lake Elmo. The two properties are located at the south end of Legion Avenue, where the road comes to an end. The Toft's property is west of Legion, and the Kupferschmidt's east. Both Toft and the Kupferschmidt properties are located in the Myron Ellman Subdivision.

Crossing Legion Avenue at the south end of the Kupferschmidt and Toft properties is Twelfth Street. It is Twelfth Street that my clients are asking the City of Lake Elmo to vacate. Twelfth Street is also located entirely within the Myron Ellman Subdivision, which is significant because it impacts who the vacated property will accrue to if approved by the City. Because the property is entirely located within the plat adjacent to my clients property, it will accrue to the Tofts and Kupferschmidts, becoming part of their respective lots.

Twelfth Street has never been improved, and is unused by the City of Lake Elmo with the following exceptions:

1. A hammerhead turnaround where Legion Avenue ends;
2. A sewer line running along twelfth street, serving the Toft, Kupferschmidt and neighboring properties;
3. A lift station associated with the sewer line.

Each of these exceptions is shown in the attached survey drawing, and have been marked and noted in a staff memo written by Mr. Jack Griffin.

My clients initially proposed a complete vacation of Twelfth Street. However, we have received the memo by Mr. Griffin, which details the minimum requirements for the City to continue to maintain the hammerhead, sewer line, and lift station. The recommendation appears to be to keep a small portion of Twelfth Street in order to maintain the turnaround and lift station. Also

CONTACT:

Cameron R Kelly
Cameron Kelly Law, LLC
5620 Memorial Avenue
Stillwater, MN 55082
Tel: 651.705.6277
Fax: 651.925.0647
ckelly@cameronkellylaw.com

CITY/COUNTY:

CITY OF
LAKE ELMO

WASHINGTON
COUNTY

REVISIONS:

DATE	REVISION
11-4-13	PRELIMINARY ISSUE
5-15-14	DESCRIPTIONS

CERTIFICATION:

I hereby certify that this plan was prepared by me, or under my direct supervision, and that I am a duly Licensed Land Surveyor under the laws of the state of MINNESOTA.

Daniel L. Thurmes
Daniel L. Thurmes Registration No: 25718
Date: 11-4-13

PROJECT LOCATION:

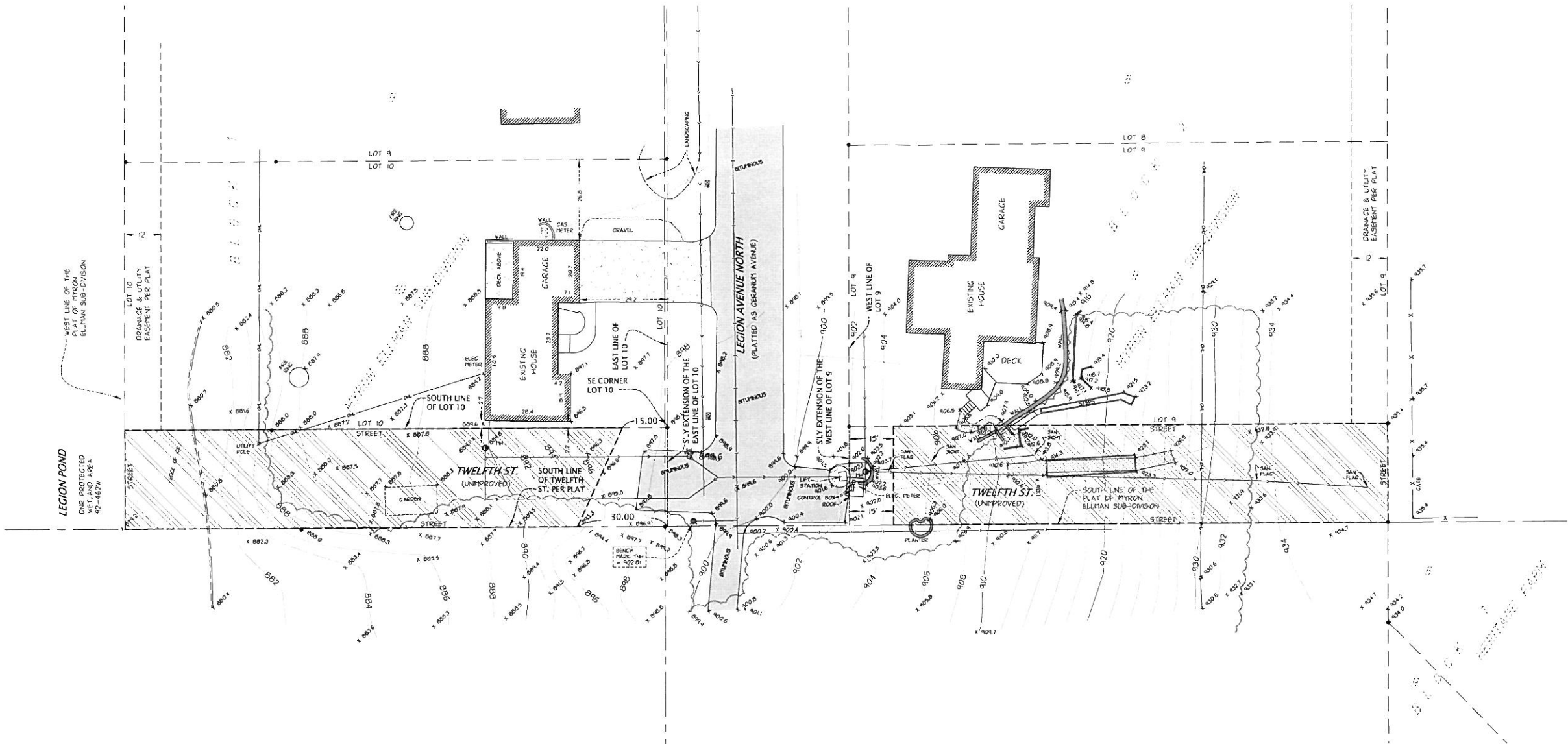
2764
PID #2402921210027
&
2769
PID #2402921120017
LEGION AVE. N.

Suite #1
6750 Stillwater Blvd. N.
Stillwater, MN 55082
Phone 651.275.8969
Fax 651.275.8976
dan@cssurvey.net

CORNERSTONE
LAND SURVEYING, INC

FILE NAME SURVZ2226C
PROJECT NO. Z213226C

SKETCH & DESCRIPTIONS
SURVEY



EXISTING LEGAL DESCRIPTION:

RODNEY & JUDY TOFT - PID#2402921210027

Lot 10, Block 1, MYRON ELLMAN SUB-DIVISION, Washington County, Minnesota.

ALAN & RITA KUPPERSCHMIDT - PID#2402921120017

Lot 9, Block 2, MYRON ELLMAN SUB-DIVISION, Washington County, Minnesota.

(as shown on on Washington County Tax Records. No Title work was provided to us for this survey)

TITLE NOTES:

NO EASEMENT DOCUMENTS OR TITLE WORK WAS FORWARDED FOR OUR REVIEW. EASEMENTS OF WHICH WE ARE UNAWARE MAY EXIST AND ARE NOT SHOWN.

AREAS:

AREA OF LOT 9, BLOCK 2 = 16,055 SQ.FT.
TOTAL AREA OF VACATED STREET ACCRUING TO LOT 9 =
TOTAL AREA = XXXXX SQ.FT.

AREA OF LOT 10, BLOCK 1 = 16,055 SQ.FT.
TOTAL AREA OF VACATED STREET ACCRUING TO LOT 10 =
TOTAL AREA = XXXXX SQ.FT.

TOFT
PROPOSED STREET VACATION:

(PROPOSED STREET VACATION)

That part of Twelfth Street as dedicated on the plat of MYRON ELLMAN SUB-DIVISION, Washington County, Minnesota which lies westerly of a line described as COMMENCING at the southeast corner of Lot 10, Block 1, said addition; thence westerly along the south line of said Lot 10 a distance of 15.00 feet to the point of BEGINNING of the line to be described; thence southwesterly to a point on the south line of said Twelfth Street as dedicated on said plat distant 30.00 feet westerly of the intersection of the south line of said Twelfth Street as dedicated on said plat and the southerly extension of the east line of said Lot 10 and said line there terminating. Containing 5,198 SQ.FT. more or less.

(PROPOSED EASEMENT TO BE RETAINED)

An easement for drainage and utility purposes over, under and across that part of vacated Twelfth Street as dedicated on the plat of MYRON ELLMAN SUB-DIVISION, Washington County, Minnesota described as lying westerly of a line described as COMMENCING at the southeast corner of Lot 10, Block 1, said addition; thence westerly along the south line of said Lot 10 a distance of 15.00 feet to the point of BEGINNING of the line to be described; thence southwesterly to a point on the south line of said Twelfth Street as dedicated on said plat distant 30.00 feet westerly of the intersection of the south line of said Twelfth Street as dedicated on said plat and the southerly extension of the east line of said Lot 10 and said line there terminating.

KUPPERSCHMIDT
PROPOSED STREET VACATION:

(PROPOSED STREET VACATION)

That part of Twelfth Street as dedicated on the plat of MYRON ELLMAN SUB-DIVISION, Washington County, Minnesota described as lying easterly of a line which is 15.00 feet easterly and parallel with the southerly extension of the west line of Lot 9, Block 2, said MYRON ELLMAN SUB-DIVISION. Containing 5,417 SQ.FT. more or less.

(PROPOSED EASEMENT TO BE RETAINED)

An easement for drainage and utility purposes over, under and across that part of vacated Twelfth Street described as lying easterly of a line which is 15.00 feet easterly and parallel with the southerly extension of the west line of Lot 9, Block 2, said MYRON ELLMAN SUB-DIVISION

UNDERGROUND UTILITY NOTES:

THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION AND EXISTING DRAWINGS. THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPROMISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED ALTHOUGH HE DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM THE INFORMATION AVAILABLE. MOST UTILITIES ARE SHOWN BASED ON MARKING LEFT ON THE GROUND IN RESPONSE TO GOPHER ONE LOCATE TICKET #XXXXX. THIS SURVEY HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES. ADDITIONAL UTILITIES OF WHICH WE ARE UNAWARE MAY EXIST.

CALL BEFORE YOU DIG!

TWIN CITY AREA: 651-454-0002
TOLL FREE: 1-800-252-1168



SURVEY NOTES:

FIELDWORK PERFORMED OCTOBER 25, 2013.

PROJECT COORDINATES IN ELECTRONIC FILE ARE BASED ON THE WASHINGTON COUNTY COORDINATE SYSTEM (NAD 83).

ELEVATIONS BASED ON MNDOT STATION HIGBEE MN163. ELEVATION = 927.26(NGVD29)

LEGEND:

- | | | | |
|---|---|---|---------------------|
| ○ | DENOTES MONUMENT SET AND MARKED RLS 25718 | ○ | LIGHT POLE |
| ● | DENOTES FOUND MONUMENT AS MARKED | □ | HAND HOLE |
| ⊙ | WELL | □ | TELE/ELEC BOX |
| ⊕ | WATER VALVES | ⊕ | ELECTRIC LINE |
| ⊖ | HYDRANT | ⊖ | GAS VALVE |
| ⊗ | CATCH BASIN/STORM MH | ⊗ | TELEPHONE LINE |
| ⊘ | CULVERT/F.E.S. | ⊘ | FIBER OPTIC LINE |
| ⊙ | SANITARY MANHOLE | ⊙ | WATER LINE |
| ⊕ | CLEAN OUT | ⊕ | STORM SEWER LINE |
| ⊖ | SIGN | ⊖ | SANITARY SEWER LINE |
| ⊗ | UTILITY POLE | ⊗ | FENCE |
| ⊘ | 2 FOOT CONTOUR INTERVAL | ⊘ | CURB |
| | | ⊙ | CONCRETE |



DENOTES AREA TO BE VACATED

Mr. Kyle Klatt
City of Lake Elmo
May 16, 2014

recommended was that the City retain a utility easement over any vacated portions of Twelfth Street for the existing sewer system.

As some of you may know, this has not been an easy process for my clients. They have already appeared before the City Council requesting a vacation, however the request was denied because there were not adequate provisions for the utilities on the property. We are renewing the request at this time, after many conversations with City staff.

Specifically, we request the following:

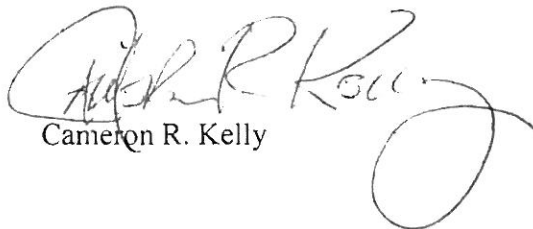
1. The vacation of Twelfth Street with the following exceptions:
 - a. On the Toft side of Legion, the City would retain ROW over Twelfth Street in the areas described in the attached certificate of survey from Cornerstone Land Surveying, Inc. dated 11/4/2013.
 - b. On the Kupferschmidt side of Legion, the City would retain ROW measuring 15 feet from Legion as described in the attached certificate of survey from Cornerstone Land Surveying, Inc. dated 11/4/2013.
2. The City would retain a utility easement over the vacated portion of Twelfth Street, which would allow the location and maintenance of the existing sewer system;
3. If and when the sewer system running over the vacated portion of Twelfth Street is removed, and so long as it is not replaced with another public system in the same area, the easement would terminate, and be replaced with a 12 foot drainage and utility easement consistent with the current drainage and utility easement around the perimeter of the platted property.

I will be available at the City Council Meeting to answer any questions that there may be. I also anticipate that the Tofts and Kupferschmidts will attend.

Thank you for your time and consideration.

Sincerely,

Cameron Kelly Law, LLC



Cameron R. Kelly

cc: Toft, Kupferschmidt

MEMORANDUM



Date: February 27, 2014

To: Kyle Klatt, Community Development Director RE: 12th Street R/W Vacation Request
From: Jack Griffin, P.E., City Engineer Rod Toft and Al Kupperschmidt

The City of Lake Elmo has received a request for a Street right-of-way VACATION for Twelfth Street (located adjacent to Legion Avenue North) for the property owners at 2764 and 2769 Legion Avenue North. On February 24, 2014 the City received a survey showing the legal boundaries in relation to the existing public infrastructure. The survey was completed by Cornerstone Land Surveying, Inc. and provides the necessary information requested by the City to facilitate a review of the R/W Vacation request.

We have reviewed the application and the recent survey and have the following comments:

1. The City owns, operates and maintains significant public infrastructure in the vicinity of the R/W vacation request including a sanitary lift station and sewer forcemain, a 6-inch watermain, and a paved public roadway, including a hammerhead type turnaround. The lift station is 16.4 feet deep and the forcemain and watermain are 7.5 feet deep.
2. The City has on record past studies contemplating future sanitary sewer and watermain improvements in the area.
3. The hammerhead turnaround is important for public safety, emergency access and maintenance operations. The turnaround does not meet current City standards for dead end streets.
4. Protection of City infrastructure is critical to access, maintain, improve, and ultimately replace City assets. Engineering has reviewed the survey and existing assets to determine the minimum R/W requirements to adequately facilitate the on-going operation maintenance and replacement of these assets, in particular the existing turnaround area and lift station. The attached exhibit shows the proposed R/W limits (highlighted in yellow) that represent the minimum needs for the City, assuming the remaining R/W areas are maintained as perpetual roadway and utility easements.
5. The R/W limits, as shown, provides each property in excess of 15 feet of setback from the R/W.



BRUCE E & HEIDI S LARSON

GLENN R & LORI J BIRKHOLTZ

CITY OF LAKE ELMO

DAVID & ELIZABETH HOFFMAN

WILLIAM F JR & B R HAFNER

REBECCA R & C B BILINGSLEY

DAVID S STONE

STEVE HANSEN

MAKAYLA MICHELLE KUPFERSCHMIDT

Kupferschmidt

WALAN RAL & KUPFERSCHMIDT

Proposed Vacation

ARTHUR M & MARY C FREEDOUT

Legion Avenue

CITY OF LAKE ELMO

BRADLEY A & WENDY A WINKELS

THOMAS C & BARBARA C DECK

ALLEN & SEHLON

Toft

ROBERT A & JUDY A TOFT

Proposed Vacation