



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

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NOTICE OF MEETING

City Council Meeting

Tuesday, April 18, 2017 7:00 P.M.

City of Lake Elmo | 3800 Laverne Avenue North

Agenda

A. Call to Order/Pledge of Allegiance

B. Approval of Agenda

C. Approval of Minutes

1. April 4, 2017

D. Public Comments/Inquiries

E. Presentations

F. Consent Agenda

2. Approve Payment of Disbursements
3. Accept March 2017 Assessor's Report
4. Accept March 2017 Building Department Report
5. Accept March 2017 Fire Department Report
6. Accept March 2017 Public Works Department Report
7. Approve Hiring Lead Worker
8. Appoint Representative to the Fire Relief Association
9. 2017 Crack Seal Project – Accept Quotes and Award Contract.
10. Engineering Design and Construction Standards Manual – Resolution to Adopt Updated Manual
11. CSAH 14 County Signal Maintenance Agreements – Approve Revised MnDOT Agreements – *Resolution 2017-038*
12. Authorize Advertising for Public Works Operator
13. Approve Finance Committee Appointments
14. Approve Agreement for Monitoring of Outdoor Warning Siren Equipment
15. Approve Bremer Bank Service Center Easement Vacations – 8555 Eagle Point Blvd. N. -*Resolution 2017-036*
16. Approve Professional Services Agreement with BKV Group For Space Needs Assessment

B. Regular Agenda

17. 2017A Bonding – *Resolution 2017-037*
18. Sally Manzarra Nature Center
19. Planning Commission Ordinance – *Ordinance 08-172*
20. Library Negotiations Update

G. Council Reports

Staff Reports and Announcements

I. Adjourn

**CITY OF LAKE ELMO
CITY COUNCIL MINUTES
APRIL 4, 2017**

CALL TO ORDER/PLEDGE OF ALLEGIANCE

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

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

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

APPROVAL OF AGENDA

Item 3, "Approve Met Council SAC Deferral Agreements" and Item 9, "Approve Pebble Park Free Library" were moved to the Regular Agenda.

Mayor Pearson, seconded by Councilmember Fliflet, moved TO APPROVE THE AGENDA AS AMENDED. Motion passed 5 – 0.

ACCEPT MINUTES

Minutes of the March 7, 2017 Regular Meeting were accepted as presented. (Lundgren – abstain)

PUBLIC COMMENTS/INQUIRIES

None

PRESENTATIONS

None

CONSENT AGENDA

2. Approve Payment of Disbursements
4. Approve Special Assessment Abatement for 3459 Lake Elmo Avenue
5. MSAS System Revisions – Resolution Approving Designation of 5th Street North as MSAS Route
6. Old Village Phase 3 Street & Utility Improvements – Approve Plans & Specs; Authorize Ad for Bids
7. 2017 Street Improvements – Approve Plans & Specs; Authorize Ad for Bids
8. Approve Rain Garden Maintenance Agreement
10. Approve Purchase of Two ¾ Ton Pickup Trucks
11. Approve Comp Plan Amendment to City's Wastewater Facilities and Land Use Plans
12. Approve Selection of Firm for Space Needs Study

Councilmember Fliflet, seconded by Councilmember Lundgren, moved TO APPROVE THE CONSENT AGENDA AS PRESENTED. Motion passed 5 - 0.

ITEM 13: Prosecuting Attorney

Councilmember Bloyer, seconded by Councilmember Nelson, moved TO APPOINT JOHNSON TURNER AS CITY ATTORNEY FOR PROSECUTION SERVICES EFFECTIVE MAY 1, 2017. Motion passed 3 - 2. (Fliflet, Lundgren - nay)

ITEM 14: Inwood 5th Addition Final Plat and PUD Plans

City Planner Becker presented the request for approval of the 5th and final phase of the Inwood development. Becker reviewed 10th Street right of way and trail issues, and plat changes recommended by the City Engineer. Planning Commission and staff recommendations were also reviewed.

John Rask, M/I Homes, spoke on behalf of the developer regarding removing the berm, loss of landscaping and impacts to the neighborhood. Rask also pointed out discrepancies in the staff report and requested changes to conditions 9 and 11.

Councilmember Nelson, seconded by Councilmember Fliflet, moved TO ADOPT RESOLUTION 2017-029 (b) APPROVING THE INWOOD 5TH ADDITION FINAL PLAT AND FINAL PUD PLANS AS RECOMMENDED BY STAFF. Motion passed 4 - 0 - 1. (Bloyer - present/not voting)

ITEM 15: Savona Neighborhood Park

City Planner Becker presented the recommendations of the Park Commission for development of Savona Park Phase 1.

Councilmember Bloyer, seconded by Councilmember Fliflet, moved TO APPROVE FUNDING FOR PHASE 1 OF SAVONA PARK FOR THE INSTALLATION OF RECOMMENDED PLAYGROUND EQUIPMENT, HALF BASKETBALL COURT, BASKETBALL HOOP, WOOD MULCH SURFACING, AS WELL AS SITE GRADING, NOT TO EXCEED \$150,000. Motion passed 5 - 0.

ITEM 16: CSAH 13 (Ideal Avenue/Olson Lake Trail) - Approve Feasibility Report and Call Public Improvement and Final Assessment Hearing

City Engineer Griffin presented the feasibility report for proposed improvements to CSAH 13, reviewed the phasing plan, construction plans, estimated costs, and proposed assessments.

Griffin also presented changes in estimated costs for the project resulting in lower costs than originally anticipated.

Councilmember Fliflet, seconded by Councilmember Lundgren, moved TO ADOPT RESOLUTION 2017-34 RECEIVING THE FEASIBILITY REPORT FOR THE CSAH 13 (IDEAL AVENUE/OLSON LAKE TRAIL) IMPROVEMENTS AND CALLING HEARING ON IMPROVEMENT TO BE HELD ON MAY 2, 2017 WITH DIRECTION TO STAFF TO REVISE THE ASSESSMENTS USING UPDATED COST ESTIMATES. Motion passed 5 – 0.

Councilmember Fliflet, seconded by Councilmember Lundgren, moved TO ADOPT RESOLUTION 2017-035 DECLARING COST TO BE ASSESSED AND CALLING HEARING ON PROPOSED ASSESSMENT FOR THE CSAH 13 (IDEAL AVENUE/OLSON LAKE TRAIL) IMPROVEMENTS TO BE HELD ON MAY 2, 2017 WITH DIRECTION TO STAFF TO REVISE THE ASSESSMENTS USING UPDATED COST ESTIMATES. Motion passed 5 – 0.

ITEM 17: Appointments to Comp Plan Advisory Committee

City Administrator Handt reviewed prior action and list of applicants for the Committee.

Councilmember Bloyer, seconded by Councilmember Nelson, moved TO APPOINT KATHY WEEKS, BARBARA BIRSCHBACH, MADISON BERGMANN AND BROOKE KNOLL TO THE COMP PLAN ADVISORY COMMITTEE. Councilmember Lundgren, seconded by Councilmember Fliflet, moved TO AMEND THE MOTION TO ADD SUSAN DUNN, GEORGE JOHNSON AND NEIL KRUEGER TO THE APPOINTMENTS. Motion on the amendment failed 2 – 3. (Pearson, Bloyer, Nelson – nay). Primary motion passed 3 – 2. (Fliflet, Lundgren – nay)

ITEM 3: Approve Met Council SAC Deferral Agreements

Councilmember Lundgren asked if the City Attorney has reviewed the Agreements. City Attorney Sonsalla stated she had discussed the Agreements with City Administrator Handt.

Mayor Pearson, seconded by Councilmember Bloyer, moved TO APPROVE THE MET COUNCIL SAC DEFERRAL AGREEMENTS FOR BUSINESS AND RESIDENTIAL PROPERTIES. Motion passed 5 – 0.

ITEM 9: Approve Pebble Park Free Library

Councilmember Fliflet asked who is donating the Pebble Park Free Library and thanked them for their efforts.

Councilmember Lundgren, seconded by Councilmember Fliflet, moved TO APPROVE A RESIDENT ERECTING A FREE LIBRARY WITHIN PEBBLE PARK SUBJECT TO THE RESIDENT SUBMITTING TO THE CITY A SIGNED DONATION FORM FREEING THE CITY OF LIABILITY AND MAINTENANCE RESPONSIBILITY. Motion passed 5 – 0.

COUNCIL REPORTS

Mayor Pearson: Thanked resident Virginia Pleban for bringing flowerpots to City Hall.

Councilmember Nelson: Attended construction open house held by Washington County.

Councilmember Lundgren: Reported on work with the Farmers Market group.

Councilmember Bloyer: Commented on Council communications with developers.

Councilmember Fliflet: Thanked staff for work on the Savona Park project.

STAFF REPORTS AND ANNOUNCEMENTS

Administrator Handt: Reported on Environmental Committee, Arbor Day Tree Giveaway, Clean-up Day, Library negotiations introduced Sergeant Osterman.

City Clerk Johnson: Reported on upcoming HR Committee Meeting.

City Attorney Sonsalla: Currently working on hazardous property abatement, Library negotiations, and will be speaking at the LMC conference.

City Engineer Griffin: Working on various plan reviews.

Councilmember Fliflet, seconded by Mayor Pearson, moved TO ADJOURN TO CLOSED SESSION AT 8:20 P.M. PURSUANT TO MN STAT. 13D.03, TO CONSIDER STRATEGIES FOR LABOR NEGOTIATIONS, INCLUDING NEGOTIATION STRATEGIES OR DEVELOPMENT OR DISCUSSION OF LABOR-NEGOTIATION PROPOSALS. Motion passed 5 – 0.

Closed session held.

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

Mayor Pearson stated that the Council met in closed session and discussed labor negotiations.

Meeting adjourned at 9:05 pm.

LAKE ELMO CITY COUNCIL MINUTES
APRIL 4, 2017

LAKE ELMO CITY COUNCIL

ATTEST:

Julie Johnson, City Clerk

Mike Pearson, Mayor



MAYOR & COUNCIL COMMUNICATION

DATE: April 13, 2017
CONSENT
ITEM #2
MOTION

AGENDA ITEM: Approve Disbursements in the amount of \$304,256.69

SUBMITTED BY: Brian Swanson, Finance Director

THROUGH: Kristina Handt, City Administrator

REVIEWED BY: Kristina Handt, City Administrator

FISCAL IMPACT: \$304,256.69

SUMMARY AND ACTION REQUESTED: As part of its Consent Agenda, the City Council is asked to approve disbursements in the amount of \$304,256.69. No specific motion is needed as this is recommended to be part of the *Consent Agenda*.

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	\$ 15,139.45	Payroll Taxes to IRS & MN Dept of Revenue 04/13/17
ACH	\$ 7,664.85	Payroll Retirement to PERA 04/13/17
ACH	\$ 1,000.00	Payroll Retirement to MDCP 04/13/17
DD 7782-DD7829	\$ 38,777.40	Payroll (Direct Deposits) 04/13/17
45781-45817	\$ 241,674.99	Accounts Payable 04/18/17
TOTAL	\$ 304,256.69	

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 \$304,256.69.

ATTACHMENTS:

1. Accounts Payable – check registers

Library books

Accounts Payable Computer Check Proof List

User: Amy
Printed: 04/13/2017 - 1:41 PM

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor: AMAZONIN					
20170310	Amazon Inc				
20170310	Books & DVDs	873.27	04/18/2017	Check Sequence: 1	ACH Enabled: No
20170310	Operating Supplies	120.10	04/18/2017	206-450-5300-42500	
20170310	Program Supplies	35.00	04/18/2017	206-450-5300-42500	
	Check Total:	1,028.37		206-450-5300-44300	
Vendor: BAKERTAY					
2032713697	Baker & Taylor				
2032713698	Books	51.17	04/18/2017	Check Sequence: 2	ACH Enabled: No
2032713699	Books	14.37	04/18/2017	206-450-5300-42500	
2032732382	Books	14.96	04/18/2017	206-450-5300-42500	
2032732383	Books	23.78	04/18/2017	206-450-5300-42500	
2032754280	Books	114.14	04/18/2017	206-450-5300-42500	
2032754281	Books	26.36	04/18/2017	206-450-5300-42500	
2032754282	Books	14.79	04/18/2017	206-450-5300-42500	
2032766416	Books	49.85	04/18/2017	206-450-5300-42500	
2032771607	Books	146.24	04/18/2017	206-450-5300-42500	
	Check Total:	710.56		206-450-5300-42500	
Vendor: CINTAS					
754710104	Cintas Corporation #754				
754715342	Restroom products	65.04	04/18/2017	Check Sequence: 3	ACH Enabled: No
	Restroom products	104.79	04/18/2017	206-450-5300-44010	
	Check Total:	169.83		206-450-5300-44010	
Vendor: COHENS					
20170412	Steve Cohen				
	Billboard photography	250.00	04/18/2017	Check Sequence: 4	ACH Enabled: No
	Check Total:	250.00		206-450-5300-43150	
Vendor: COORDIN					
CNIN238497	Coordinated Business Systems				
	Library IT Support	576.79	04/18/2017	Check Sequence: 5	ACH Enabled: No

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	576.79			
Vendor:HARDWA 18076	David Hardware Re-keying and lock repair Check Total:	369.19 369.19	04/18/2017	Check Sequence: 6 206-450-5300-44010	ACH Enabled: No
Vendor:L-LINDER 20170413SL	Sarah Linder Library Card Reimbursement Check Total:	180.00 180.00	04/18/2017	Check Sequence: 7 206-450-5300-44300	ACH Enabled: No
Vendor:PINKY 80608	Pinky's Sewer Service, Inc. Pumped septic tanks - Library Check Total:	100.00 100.00	04/18/2017	Check Sequence: 8 206-450-5300-44010	ACH Enabled: No
Vendor:L-ROWEN 20170313LR	Lisa Rowenhorst Library Card Reimbursement Check Total:	60.00 60.00	04/18/2017	Check Sequence: 9 206-450-5300-44300	ACH Enabled: No
Vendor:STLIBRAR 01-Apr-2017	Stillwater Public Library Library Card Reimbursement Check Total:	840.00 840.00	04/18/2017	Check Sequence: 10 206-450-5300-44300	ACH Enabled: No
Vendor:L-SUEDK 20170413SS	Sherwin Suedkamp Library Card Reimbursement Check Total:	60.00 60.00	04/18/2017	Check Sequence: 11 206-450-5300-44300	ACH Enabled: No
Vendor:THIMMESH 20170412	Catherine Thimmesch Honorarium for Author Check Total:	200.00 200.00	04/18/2017	Check Sequence: 12 206-450-5300-42500	ACH Enabled: No
Vendor:WASHLIB 01-Apr-2017	Washington County Library Library Card Reimbursement Check Total:	2,556.00 2,556.00	04/18/2017	Check Sequence: 13 206-450-5300-44300	ACH Enabled: No

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Total for Check Run:	7,100.74			
	Total Number of Checks:	13			

City Checks

Accounts Payable Computer Check Proof List

User: Amy
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Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor: NCPERS 5662417	566200-NCPERS Minnesota April 2017 Premium NCPERS Check Total:	64.00 64.00	04/18/2017	Check Sequence: 1 101-000-0000-21708	ACH Enabled: No
Vendor: ACCELA INV-ACC26192	Accela, Inc Springbrook Maint 010117-123117 Check Total:	5,930.41 5,930.41	04/18/2017	Check Sequence: 2 101-410-1520-43190	ACH Enabled: No
Vendor: ADV AUTO 2055-405426 2055-405652	Advanced Auto Parts V-box Parts Crank shaft sensor repair 98-1 Check Total:	5.51 59.27 64.78	04/18/2017 04/18/2017	Check Sequence: 3 101-430-3120-42210 101-430-3100-42210	ACH Enabled: No
Vendor: BIFFS W630273 W630274	BiFF's Inc. Portable Restrooms - Sunfish Park Portable Restrooms - Tablyn Park Check Total:	66.00 76.00 142.00	04/18/2017 04/18/2017	Check Sequence: 4 101-450-5200-44120 101-450-5200-44120	ACH Enabled: No
Vendor: BLACKBUR 0535949-JN 0535949-JN	Blackburn Mfg. Co. Locate Flags Locate Flags Check Total:	44.27 44.28 88.55	04/18/2017 04/18/2017	Check Sequence: 5 602-495-9450-42270 601-494-9400-42270	ACH Enabled: No
Vendor: CALATLAN 20170407	Cal Atlantic Group Inc Ref Escrow 2016-478 11092 4th St Check Total:	5,000.00 5,000.00	04/18/2017	Check Sequence: 6 803-000-0000-22900	ACH Enabled: No
Vendor: CARQUEST 2055-405006	Car Quest Auto Parts Oil	16.80	04/18/2017	Check Sequence: 7 101-430-3100-42120	ACH Enabled: No

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
2055-405006	Filters	25.90	04/18/2017	101-430-3100-42210	
2055-405009	Shop Supplies (Whip Hose)	66.48	04/18/2017	101-430-3100-42150	
	Check Total:	109.18			
Vendor:CINTAS	Cintas Corporation #754			Check Sequence: 8	ACH Enabled: No
754710510	Uniforms	128.49	04/18/2017	101-430-3100-44170	
754713145	Uniforms	131.00	04/18/2017	101-430-3100-44170	
754715340	Cleaning & Maintenance Supplies	95.50	04/18/2017	101-410-1940-44010	
	Check Total:	354.99			
Vendor:CTYBLOOM	City of Bloomington			Check Sequence: 9	ACH Enabled: No
Mar-17	Lab Bacteria Testing - March 2017	42.00	04/18/2017	601-494-9400-42270	
	Check Total:	42.00			
Vendor:CTYOAKDA	City of Oakdale			Check Sequence: 10	ACH Enabled: No
10000460-01	Water meter - South Pit 030117-040317	7,299.22	04/18/2017	601-494-9400-43820	
	Check Total:	7,299.22			
Vendor:CTYROSEV	City of Roseville			Check Sequence: 11	ACH Enabled: No
222671	Monthly IT Services - March	4,166.25	04/18/2017	101-410-1450-43180	
222700	Monthly Phone - Planning - March	49.30	04/18/2017	101-410-1910-43210	
222700	Monthly Phone - Fin - March	35.55	04/18/2017	101-410-1520-43210	
222700	Monthly Phone - Eng - March	17.77	04/18/2017	101-410-1930-43210	
222700	Monthly Phone - PW - March	234.87	04/18/2017	101-430-3100-43210	
222700	Monthly Phone - Bldg Insp - March	23.66	04/18/2017	101-420-2400-43210	
222700	Monthly Phone - Admin - March	112.53	04/18/2017	101-410-1320-43210	
222775	2017 Laserfiche Recovery Fee	1,530.17	04/18/2017	101-410-1320-43190	
	Check Total:	6,170.10			
Vendor:CLIFTON	Clifton, Larson, Allen LLP			Check Sequence: 12	ACH Enabled: No
1473543	Feb 18-March 27 Services	14,059.80	04/18/2017	101-410-1520-43150	
1473543	Feb 18-March 27 Services	1,757.47	04/18/2017	601-494-9400-43150	
1473543	Feb 18-March 27 Services	878.74	04/18/2017	603-496-9500-43150	
1473543	Feb 18-March 27 Services	878.74	04/18/2017	602-495-9450-43150	
	Check Total:	17,574.75			
Vendor:COMCAST	Comcast			Check Sequence: 13	ACH Enabled: No
20170327	Cable Svs 040917-050817	7.93	04/18/2017	101-420-2220-44300	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor:COORDIN ARIN129879	Check Total:	7.93			
	Coordinated Business Systems Toner	22.59	04/18/2017	Check Sequence: 14 101-410-1940-44010	ACH Enabled: No
	Check Total:	22.59			
Vendor:CREATHOM 20170407 20170410 20170410 20170410 20170410	Creative Home Construction Ref Escrow 2016-940 4053 Lady Slipper	5,000.00	04/18/2017	Check Sequence: 15 803-000-0000-22900	ACH Enabled: No
	Ref Escrow 2016-1037 585 Jade Tr	5,000.00	04/18/2017	803-000-0000-22900	
	Ref Escrow 2016-412 537 Jade Tr	5,000.00	04/18/2017	803-000-0000-22900	
	Ref Escrow 2016-1036 9085 Jade Ct	5,000.00	04/18/2017	803-000-0000-22900	
Vendor:DELUXE 2039494790	Ref Escrow 2016-837 9086 Jade Cir	5,000.00	04/18/2017	803-000-0000-22900	
	Check Total:	25,000.00			
Vendor:DELUXE 2039494790	Deluxe Business Checks Deposit Slips	83.91	04/18/2017	Check Sequence: 16 101-410-1320-42030	ACH Enabled: No
	Check Total:	83.91			
Vendor:ELAMMERS 03 2017	Eckberg Lammers, P.C. Prosecution Svs March 2017	3,728.27	04/18/2017	Check Sequence: 17 101-420-2150-43045	ACH Enabled: No
	Check Total:	3,728.27			
Vendor:FOCUS 3546-3549 3546-3549 3546-3549 3550 3550 3550 3551 3552 3553 3554 3555 3556 3557 3558 3559 3560 3561 3562	Focus Engineering, Inc. General Eng - ROW	127.50	04/18/2017	Check Sequence: 18 101-420-2400-43030	ACH Enabled: No
	General Eng - Planning/Eng Support	381.25	04/18/2017	101-410-1910-43030	
	General Eng - Council & Dept Migs	1,533.00	04/18/2017	101-410-1930-43030	
	General Eng - Surface Water	727.50	04/18/2017	603-496-9500-43030	
	General Eng - Sewer	1,978.91	04/18/2017	602-495-9450-43030	
	General Eng - Water	873.75	04/18/2017	601-494-9400-43030	
	Transportation & Traffic Systems	1,516.50	04/18/2017	409-480-8000-43030	
	CSAH 15	600.00	04/18/2017	602-495-9450-43030	
	LE Avenue Corridor	2,463.37	04/18/2017	409-480-8000-43030	
	Inwood Trunk Watermain	302.50	04/18/2017	601-494-9400-43030	
	Beehive Asset Management	225.00	04/18/2017	409-480-8000-43030	
	Eagle Point Blvd Street Improvements	180.00	04/18/2017	409-480-8000-43030	
	CSAH 13 - Ideal Ave	3,271.77	04/18/2017	409-480-8000-43030	
	Inwood Water Tower	345.00	04/18/2017	601-494-9400-43030	
	Old Village Phase III Street & Utility	4,440.00	04/18/2017	409-480-8000-43030	
	I-94 Lift Station-Sanitary Sewer	2,772.85	04/18/2017	602-495-9450-43030	
	2017 Street Improvement	2,147.50	04/18/2017	409-480-8000-43030	
	2017 Seal Coat	390.00	04/18/2017	101-430-3120-42250	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
3563	2017 Crack Seal	405.00	04/18/2017	101-430-3120-42250	
3564	CSAH 15/50th St - Traffic Signal	1,050.00	04/18/2017	101-430-3120-42250	
3565	Gonyea-Parcel E-Village Park Preserve	630.00	04/18/2017	803-000-0000-22910	
3566	Inwood PUD (Azur-Hans Hagen Homes)	1,050.00	04/18/2017	803-000-0000-22910	
3567	Auto Owners Building	36.00	04/18/2017	803-000-0000-22910	
3568	Legends OP (Landucci)	270.00	04/18/2017	803-000-0000-22910	
3569	Easton Village II	930.00	04/18/2017	803-000-0000-22910	
3570	Inwood 3rd	180.00	04/18/2017	803-000-0000-22910	
3571	Boulder Ponds - 2nd	45.00	04/18/2017	803-000-0000-22910	
3572	Village Preserve - 2nd	221.25	04/18/2017	803-000-0000-22910	
3573	The Royal Golf Course	3,162.50	04/18/2017	803-000-0000-22910	
3574	Hidden Meadows	750.00	04/18/2017	803-000-0000-22910	
3575	The Highlands (Diedrich-Reider)	90.00	04/18/2017	101-410-1930-43030	
3576	Inwood 4th	688.02	04/18/2017	803-000-0000-22910	
3577	Wildflower 2nd	270.00	04/18/2017	803-000-0000-22910	
3578	Inwood 5th	480.00	04/18/2017	803-000-0000-22910	
3579	Easton Village 3rd	840.00	04/18/2017	803-000-0000-22910	
3580	Lakewood Crossing 2nd	600.00	04/18/2017	803-000-0000-22910	
3581	Bremer Bank Sys Center Expansion	300.00	04/18/2017	803-000-0000-22910	
	Check Total:	36,274.17			
Vendor:ONECALL	Gopher State One Call			Check Sequence: 19	ACH Enabled: No
7030490	March 2017 Locate Tickets	100.57	04/18/2017	602-495-9450-43150	
7030490	March 2017 Locate Tickets	100.58	04/18/2017	601-494-9400-43150	
	Check Total:	201.15			
Vendor:HOTSY	HotsyMinnesota.com			Check Sequence: 20	ACH Enabled: No
55022	Maintenance	7.95	04/18/2017	101-430-3100-44040	
55022	Shop materials (wash soap/degreaser)	298.28	04/18/2017	101-430-3100-42150	
	Check Total:	306.23			
Vendor:INNOVAT	Innovative Office Solutions			Check Sequence: 21	ACH Enabled: No
1503867	Office Supplies	31.72	04/18/2017	101-410-1320-42000	
1503867	Office Supplies	136.28	04/18/2017	101-420-2400-42000	
IN1563842	Office Supplies	21.74	04/18/2017	101-410-1320-42000	
IN1563842	Office Supplies	87.41	04/18/2017	101-410-1320-42000	
IN1563842	Office Supplies	122.34	04/18/2017	101-410-1320-42000	
	Check Total:	399.49			
Vendor:ICC-M	International Code Council			Check Sequence: 22	ACH Enabled: No
3142112	International Code Council 2017 Mmbship	135.00	04/18/2017	101-420-2400-44330	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	135.00			
Vendor: JANIKING MIN04170349 MIN04170350	Jani-King of Minnesota, Inc Cleaning Svs - City Hall April 2017 Cleaning Svs - April 2017 Check Total:	329.26 204.00 533.26	04/18/2017 04/18/2017	Check Sequence: 23 101-410-1940-44010 101-430-3100-43150	ACH Enabled: No
Vendor: KMICHAEL 20170330	K. Michael Homes Refund Escrow 2016-893 3232 Linden Ln Check Total:	5,000.00 5,000.00	04/18/2017	Check Sequence: 24 803-000-0000-22900	ACH Enabled: No
Vendor: KINGK 20170410 20170410	Kassidy King Cable Operations - 4/10/17 Cable Operations - Bonus Check Total:	55.00 25.00 80.00	04/18/2017 04/18/2017	Check Sequence: 25 101-410-1450-43620 101-410-1450-43620	ACH Enabled: No
Vendor: KWIK 20170402	Kwik Trip Inc Fuel Check Total:	34.06 34.06	04/18/2017	Check Sequence: 26 101-420-2220-42120	ACH Enabled: No
Vendor: LEOIL 20170331	Lake Elmo Oil, Inc. Fuel Check Total:	233.13 233.13	04/18/2017	Check Sequence: 27 101-420-2220-42120	ACH Enabled: No
Vendor: Landscap 20170411 20170412	Landscap Architecture, Inc Task Order # 28 - Savona 1-4 Planting & Irrigation details, notes Check Total:	100.00 5,000.00 5,100.00	04/18/2017 04/18/2017	Check Sequence: 28 803-000-0000-22910 101-410-1910-43150	ACH Enabled: No
Vendor: LENNAR 20170406 20170406 20170410	Lennar Family of Builders Ref Escrow 2016-963 9660 Junco Ref Escrow 2014-307 9904 7th St Ref Escrow 2016-503 9818 7th St Check Total:	5,000.00 5,000.00 5,000.00 15,000.00	04/18/2017 04/18/2017 04/18/2017	Check Sequence: 29 803-000-0000-22900 803-000-0000-22900 803-000-0000-22900	ACH Enabled: No
Vendor: LOFF 2486607	Loffler Companies, Inc. Copy Machines Overage & Base	455.62	04/18/2017	Check Sequence: 30 101-410-1940-44040	ACH Enabled: No

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor: MENARDSO 27092	Check Total:	455.62			
	Menards - Oakdale V-box Repair	10.66	04/18/2017	Check Sequence: 31 101-430-3100-42210	ACH Enabled: No
	Check Total:	10.66			
Vendor: MENARDST 6887 6887 6887	Menards - Stillwater Station Cleaning Supplies Rehab Supplies Rebate Credit	9.27 14.94 -12.72	04/18/2017 04/18/2017 04/18/2017	Check Sequence: 32 101-420-2220-44010 101-420-2220-44300 101-420-2220-44300	ACH Enabled: No
	Check Total:	11.49			
Vendor: METCOU 1066269 Mar-17 Mar-17	Metropolitan Council Waste Water Svs May 2017 SAC Charges - March 2017 Prompt Pay Discount	3,724.99 39,760.00 -397.60	04/18/2017 04/18/2017 04/18/2017	Check Sequence: 33 602-495-9450-43820 602-000-0000-20802 602-000-0000-37220	ACH Enabled: No
	Check Total:	43,087.39			
Vendor: MNDOH 10991	MN Department of Health Water Supply Oper Class C Lic - RW	23.00	04/18/2017	Check Sequence: 34 601-494-9400-44370	ACH Enabled: No
	Check Total:	23.00			
Vendor: MNUNEMPL 20170410-079735	MN Dept Economic Security Unemployment Benefits - Q1 2017	1,842.78	04/18/2017	Check Sequence: 35 101-410-1320-41420	ACH Enabled: No
	Check Total:	1,842.78			
Vendor: Lillie 20170331 20170331 20170331 20170331	Lillie Suburban Newspapers Inc. Notice - Ord. 08-166 Notice - Zoning Map Assessment Notice Notice - Ord. 08-168	39.00 60.00 33.00 12.00	04/18/2017 04/18/2017 04/18/2017 04/18/2017	Check Sequence: 36 101-410-1910-43510 101-410-1910-43510 101-410-1910-43510 101-410-1910-43510	ACH Enabled: No
	Check Total:	144.00			
Vendor: RIVR COOP 20170331	River Country Cooperative Fuel	134.14	04/18/2017	Check Sequence: 37 101-420-2220-42120	ACH Enabled: No
	Check Total:	134.14			
Vendor: SAFEFAST 181457	Safe-Fast, Inc. Hi-Vis jacket & safety glasses	103.68	04/18/2017	Check Sequence: 38 101-430-3100-44370	ACH Enabled: No

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
181936	Gloves	135.00	04/18/2017	101-430-3100-44375	
181936	Gloves	135.00	04/18/2017	101-450-5200-44375	
	Check Total:	373.68			
Vendor: SAMBATEK	Sambatek, Inc			Check Sequence: 39	ACH Enabled: No
9266	Tartan Park Royal Oaks Golf Course	877.50	04/18/2017	803-000-0000-22910	
9267	Village AUAR Update	121.00	04/18/2017	101-410-1910-43150	
9516	General Planning Svs	135.00	04/18/2017	101-410-1910-43150	
	Check Total:	1,133.50			
Vendor: SCHLOMKA	Schlomka Services LLC			Check Sequence: 40	ACH Enabled: No
19601	Pumping-Lisbon Lift Station (foremain	4,725.00	04/18/2017	602-495-9450-43150	
	Check Total:	4,725.00			
Vendor: STILLACE	Stillwater Ace Hardware			Check Sequence: 41	ACH Enabled: No
186150	Padlock	67.94	04/18/2017	601-494-9400-42270	
186150	Padlock	67.94	04/18/2017	602-495-9450-42270	
	Check Total:	135.88			
Vendor: STRATEGI	Strategic Insights, Inc			Check Sequence: 42	ACH Enabled: No
86	'Plan-It' Software 060117-060118	675.00	04/18/2017	101-410-1320-43190	
	Check Total:	675.00			
Vendor: SW/WC	SW/WC Service Cooperatives			Check Sequence: 43	ACH Enabled: No
2013430001	May 2017 BXBS Premium	21,933.00	04/18/2017	101-000-0000-21706	
	Check Total:	21,933.00			
Vendor: TELEMETR	Telemetry & Process Controls			Check Sequence: 44	ACH Enabled: No
105321	Contract Services - SCADA	279.00	04/18/2017	601-494-9400-43150	
105321	Contract Services - SCADA	279.00	04/18/2017	602-495-9450-43150	
	Check Total:	558.00			
Vendor: TESSMAN	Tessman Company Corp			Check Sequence: 45	ACH Enabled: No
S348889-IN	Landscape Sup-Easton Village Playground	370.00	04/18/2017	101-450-5200-42250	
S348889-IN	Chemicals	100.00	04/18/2017	101-450-5200-42160	
	Check Total:	470.00			
Vendor: TKDA	TKDA, Inc.			Check Sequence: 46	ACH Enabled: No
002017000496	2017 Street Imp - Design Phase Svs	17,106.21	04/18/2017	409-480-8000-43030	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	17,106.21			
Vendor: TRKUTI 309840	Truck Utilities Inc. Parts V-Box Check Total:	137.04 137.04	04/18/2017	Check Sequence: 47 101-430-3120-42210	ACH Enabled: No
Vendor: UMTREE 20170405 20170405	University of MN Tree Insp U of M Tree Insp Class U of M Tree Insp Class Check Total:	212.50 212.50 425.00	04/18/2017 04/18/2017	Check Sequence: 48 101-430-3100-44370 101-450-5200-44300	ACH Enabled: No
Vendor: Whiteani 20170404 20170404-2 20170404-2	Anita White Cable Oper - City Council 040417 Cable Operation - City Council 4/11 Cable Operation - HR Comm 4/10 Check Total:	55.00 55.00 55.00 165.00	04/18/2017 04/18/2017 04/18/2017	Check Sequence: 49 101-410-1450-43620 101-410-1450-43620 101-410-1450-43620	ACH Enabled: No
Vendor: XCEL 51-0011092579-5 51-0011431737-7 51-4504807-7 51-4580376-5 51-4580376-5 51-5356323-8 51-6736544-2 51-6956201-4 51-7538112-1	Xcel Energy Warning Sirens Booster Station Traffic Lights City Hall Traffic Lights Wells 1 & 2 Street Lights VFW Ballfield Lights Public Works Check Total:	14.83 589.78 274.34 332.97 31.16 986.65 1,918.91 44.76 1,855.29 6,048.69	04/18/2017 04/18/2017 04/18/2017 04/18/2017 04/18/2017 04/18/2017 04/18/2017 04/18/2017 04/18/2017	Check Sequence: 50 101-420-2220-43810 601-494-9400-43810 101-430-3160-43810 101-410-1940-43810 101-430-3160-43810 601-494-9400-43810 101-430-3160-43810 101-450-5200-43810 101-430-3100-43810	ACH Enabled: No
	Total for Check Run:	234,574.25			
	Total Number of Checks:	50			



STAFF REPORT

DATE: April 18, 2017
**CONSENT
ITEM** 3

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

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

MONTHLY ACTIVITY:

Property splits/plats – 0
Sales collected and viewed – 16
Taxpayer inquiries – 11
Miscellaneous inquiries - 2
Inspections – Residential – 7
Building permit reviews – 29
Pictures taken – 8

Other work performed included:

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

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

STAFF REPORT

DATE: 4/18/17

CONSENT

ITEM #: 4

TO: Lake Elmo City Council

FROM: Mike Bent, Building Official

AGENDA ITEM: Monthly Building Department Report – March 2017

REVIEWED BY:

SUMMARY AND ACTION REQUESTED: As part of its Consent Agenda, the City Council is asked to accept the monthly building department report. No specific motion is needed, as this is recommended to be part of the overall approval of the *Consent Agenda*.

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

	<u>2017</u>	<u>2016</u>	<u>2015</u>
New homes	13	18/6 *	4
Total valuation	\$3,925,565	\$5,705,677/\$815,131	\$1,499,606
Average home value	\$301,966	\$316,982/\$135,855	\$374,901
Total Permit Valuation YTD	\$25,729,973	\$20,981,062	\$7,747,769

*Single Family Home/Townhouse

RECOMMENDATION: Based on the aforementioned, the staff recommends the City Council accept the March 2017 monthly building permit report.

ATTACHMENTS:

1. Valuation Report
2. Permits Issued & Fees Report
3. Inspection statistic report for March 2017

CITY OF LAKE ELMO
Valuation Report - Summary

Issued Date From: 3/1/2017 To: 3/31/2017

Permit Type: All Property Type: All Construction Type: All
Include YTD: Yes

Permit Kind	Permit Count	Valuation	Dwell Units
Permit Type: BUILDING			
COMMERCIAL ALTERATION	1	\$827,600.00	0
COMMERCIAL REMODEL	1	\$9,000.00	0
COMMERCIAL SIDING	1	\$19,000.00	0
MANUFACTURED HOME REPLACE/REPAIR	1	\$1,500.00	0
MANUFACTURED HOME ROOFING	1	\$5,000.00	0
SINGLE FAMILY BASEMENT FINISH	1	\$12,000.00	0
SINGLE FAMILY DECK	2	\$41,000.00	0
SINGLE FAMILY NEW CONSTRUCTION	13	\$3,925,565.00	0
SINGLE FAMILY POOL	2	\$30,000.00	0
SINGLE FAMILY REMODEL	1	\$60,000.00	0
SINGLE FAMILY ROOFING	4	\$26,200.00	0
SINGLE FAMILY SIDING	2	\$36,300.00	0
SINGLE FAMILY WINDOWS	5	\$79,498.00	0
Permit Type: BUILDING - Total			
	Period 35	\$5,072,663.00	0
	YTD 106	\$25,729,973.00	0
Report Total:			
	Period 35	\$5,072,663.00	0
	YTD 106	\$25,729,973.00	0

CITY OF .E ELMO
Permits Issued & Fees Report - Detail by Address

Issued Date From: 3/1/2017 To: 3/31/2017
 Permit Type: All Property Type: All Construction Type: All
 Include YTD: Yes Status: Not Voided

Permit#	Date Issued	Site Address	Permit Count	Dwell Units	Valuation	Revenue	Plan Check	State Surcharge	Escrow Fees	SAC Units	SAC Fees	WAC Fees	Total Fees
Permit Type: BUILDING													
Permit Kind: COMMERCIAL ALTERATION													
2017-00027	03/03/2017	9200 HUDSON BLVD N	0		827,600.00	9,976.65	3,420.07	374.55	5,000.00	1	5,485.00	3,000.00	22,356.27
Permit Kind: COMMERCIAL FIRE ALARM													
Permit Kind: COMMERCIAL REMODEL													
2017-00149	03/14/2017	10390 39TH ST N	0		9,000.00	199.35	129.58	4.50					333.43
Permit Kind: COMMERCIAL SIDING													
2016-01377	03/13/2017	8649 EAGLE POINT BLVD N	0		19,000.00	364.85		9.50					374.35
Permit Kind: MANUFACTURED HOME REPLACE/REPAIR													
2017-00127	03/03/2017	385 CIMARRON	0		1,500.00	65.00		0.75					65.75
Permit Kind: MANUFACTURED HOME ROOFING													
2017-00126	03/01/2017	397 CIMARRON	0		5,000.00	133.15		2.50					135.65
Permit Kind: SINGLE FAMILY ALTERATION													
Permit Kind: SINGLE FAMILY BASEMENT FINISH													
2017-00146	03/14/2017	5197 LINDEN TRL N	0		12,000.00	369.00	161.85	6.00					536.85

Permit#	Date Issued	Site Address	Permit Count	Dwell Units	Valuation	Revenue	Plan Check	State Surcharge	Escrow Fees	SAC Units	SAC Fees	WAC Fees	Total Fees
Permit Type: BUILDING													
Permit Kind: SINGLE FAMILY DECK													
2017-00142	03/14/2017	9856 7TH ST N	0	0	20,000.00	381.40	247.91	10.00					639.31
2017-00166	03/30/2017	743 JUNIPER AVE N	0	0	21,000.00	397.95	258.67	10.50					667.12
Permit Kind: SINGLE FAMILY DOOR													
Permit Kind: SINGLE FAMILY MANUFACTURED HOME													
2017-00152	03/15/2017	128 CIMARRON	0	0		200.00		1.00					201.00
2017-00151	03/15/2017	383 CIMARRON	0	0		200.00		1.00					201.00
2017-00153	03/15/2017	94 CIMARRON	0	0		200.00		1.00					201.00
Permit Kind: SINGLE FAMILY NEW CONSTRUCTION													
2017-00083	03/06/2017	11596 32ND ST N	0	0	332,000.00	3,427.65	1,789.22	166.00	2,000.00	1	3,485.00	1,000.00	10,317.87
2017-00173	03/28/2017	11668 32ND ST N	0	0	295,000.00	3,177.90	1,626.89	147.50	2,000.00	1	3,485.00	1,000.00	9,887.29
2017-00090	03/22/2017	11758 32ND ST N	0	0	350,000.00	3,549.15	1,868.20	175.00	2,000.00	1	3,485.00	1,000.00	10,527.35
2017-00112	03/08/2017	11119 3RD ST N	0	0	289,000.00	3,137.40	1,600.56	144.50	2,000.00	1	3,485.00	1,000.00	9,817.46
2017-00138	03/15/2017	11238 40TH ST N	0	0	275,000.00	3,042.90	1,539.14	137.50	2,000.00	1	3,485.00	1,000.00	9,654.54
2017-00156	03/23/2017	11241 40TH ST N	0	0	316,000.00	3,319.65	1,719.02	158.00	2,000.00	1	3,485.00	1,000.00	10,131.67
2017-00155	03/23/2017	11277 40TH ST N	0	0	394,000.00	3,846.15	2,061.25	197.00	2,000.00	1	3,485.00	1,000.00	11,039.40
2017-00147	03/22/2017	8732 9TH PLACE N	0	0	297,000.00	3,191.40	1,635.66	148.50	2,000.00	1	3,485.00	1,000.00	9,910.56
2017-00100	03/03/2017	8753 9TH PLACE N	0	0	289,675.00	3,144.15	1,604.95	144.84	2,000.00	1	3,485.00	1,000.00	9,828.94
2017-00145	03/22/2017	8854 9TH PLACE N	0	0	308,000.00	3,265.65	1,683.92	154.00	2,000.00	1	3,485.00	1,000.00	10,038.57
2017-00134	03/22/2017	8677 IRVING BLVD N	0	0	268,070.00	3,002.40	1,512.81	134.03	2,000.00	1	3,485.00	1,000.00	9,584.24
2017-00120	03/03/2017	8668 IRVING CIR N	0	0	286,820.00	3,123.90	1,591.79	143.41	2,000.00	1	3,485.00	1,000.00	9,794.10
2017-00144	03/23/2017	4092 LAVENDER AVE N	0	0	225,000.00	2,705.40	1,319.76	112.50	2,000.00	1	3,485.00	1,000.00	9,072.66
Permit Kind: SINGLE FAMILY POOL													
2017-00113	03/15/2017	11162 4TH ST N	0	0	15,000.00	373.65	194.12	7.50	500.00				575.27
2017-00130	03/15/2017	5820 LILY AVE N	0	0	15,000.00	373.65	194.12	7.50	500.00				575.27

Permit#	Date Issued	Site Address	Permit Count	Dwell Units	Valuation	Revenue	Plan Check	State Surcharge	Escrow Fees	SAC Units	SAC Fees	WAC Fees	Total Fees
Permit Type: BUILDING													
Permit Kind: SINGLE FAMILY REMODEL													
2017-00133	03/09/2017	4555 OLSON LAKE TRL N	0		60,000.00	968.65	551.62	30.00					1,550.27
Permit Kind: SINGLE FAMILY ROOFING													
2017-00163	03/20/2017	8834 37TH ST N	0		7,800.00	182.80		3.90					186.70
2017-00162	03/20/2017	8065 59TH ST N	0		2,400.00	99.80		1.20					101.00
2017-00168	03/22/2017	8014 HIDDEN BAY TRL N	0		6,000.00	149.70		3.00					152.70
2017-00184	03/29/2017	8909 LAKE JANE TRL N	0		10,000.00	215.90		5.00					220.90
Permit Kind: SINGLE FAMILY SIDING													
2017-00139	03/06/2017	5480 HILLTOP AVE N	0		8,000.00	182.80		4.00					186.80
2017-00174	03/24/2017	1594 IVY AVE N	0		28,300.00	512.00		14.15					526.15
Permit Kind: SINGLE FAMILY WINDOWS													
2017-00136	03/03/2017	7780 50TH ST N	0		12,367.00	265.74		6.18					271.92
2017-00175	03/24/2017	9885 59TH STREET CT N	0		36,089.00	608.00		18.04					626.04
2017-00181	03/30/2017	8592 IRONWOOD TRL N	0		1,800.00	76.10		0.90					77.00
2017-00135	03/03/2017	2767 LAKE ELMO AVE N	0		6,876.00	166.25		3.44					169.69
2017-00161	03/16/2017	3405 LAKE ELMO AVE N	0		22,366.00	431.05		11.18					442.23
Permit Type: BUILDING - Totals													
			Period	38	0	5,072,663.00	59,027.14	26,711.11	2,500.07	32,000.00	14	50,790.00	703,868.81
			YTD	110	0	25,729,973.00	264,732.49	131,572.16	12,684.16	131,000.00	58	204,130.00	834,868.81
Permit Type: MECHANICAL													
Permit Kind: COMMERCIAL HVAC													
2017-00141	03/08/2017	11030 STILLWATER BLVD N	0			12,450.00		415.00					12,865.00

4/10/2017

Permit#	Date Issued	Site Address	Permit Count	Dwell Units	Valuation	Revenue	Plan Check	State Surcharge	Escrow Fees	SAC Units	SAC Fees	WAC Fees	Total Fees
Permit Type: MECHANICAL													
Permit Kind: MANUFACTURED HOME HVAC													
2017-00129	03/03/2017	385 CIMARRON	0	0		60.00		1.00					61.00
2017-00167	03/21/2017	461 CIMARRON	0	0		60.00		1.00					61.00
Permit Kind: SINGLE FAMILY FIREPLACE													
2017-00140	03/06/2017	8619 HIDDEN BAY TRL N	0	0		60.00		1.00					61.00
2017-00137	03/06/2017	9057 LAKE JANE TRL N	0	0		60.00		1.00					61.00
Permit Kind: SINGLE FAMILY HVAC													
2017-00160	03/16/2017	9095 31ST ST N	0	0		60.00		1.00					61.00
Permit Type: MECHANICAL - Totals													
			Period	6	0	12,750.00		420.00					15,772.25
			YTD	27	0	15,296.95		475.30					15,772.25

Permit Type: PLUMBING													
Permit Kind: COMMERCIAL FIXTURE INSTALLATION / APPLIANCE													
Permit Kind: COMMERCIAL SEWER CONNECTION													
2017-00143	03/09/2017	3520 LAVERNE AVE N	0	0		60.00		1.00					61.00
Permit Kind: MANUFACTURED HOME FIXTURE INSTALLATION / APPLIANCE													
2017-00128	03/03/2017	385 CIMARRON	0	0		60.00		1.00					61.00

Permit#	Date Issued	Site Address	Permit Count	Dwell Units	Valuation	Revenue	Plan Check	State Surcharge	Escrow Fees	SAC Units	SAC Fees	WAC Fees	Total Fees
Permit Type: PLUMBING													
Permit Kind: SINGLE FAMILY FIXTURE INSTALLATION / APPLIANCE													
2017-00157	03/15/2017	8021 59TH ST N	0	0		60.00		1.00					61.00
Permit Kind: SINGLE FAMILY SEWER CONNECTION													
2017-00164	03/21/2017	11280 30TH ST N	0	0		60.00		1.00					61.00
Permit Kind: SINGLE FAMILY WATER HEATER													
2017-00195	03/31/2017	4768 LARKSPUR LN N	0	0		60.00		1.00					61.00
2017-00189	03/30/2017	4463 LILY AVE N	0	0		59.90		1.00					60.90
Permit Kind: SINGLE FAMILY WATER SOFTNER													
2017-00165	03/21/2017	11587 32ND ST N	0	0		60.00		1.00					61.00
2017-00131	03/02/2017	9753 5TH ST LANE N	0	0		60.00		1.00					61.00
2017-00158	03/15/2017	8752 9TH PLACE N	0	0		60.00		1.00					61.00
2017-00132	03/02/2017	8772 9TH PLACE N	0	0		60.00		1.00					61.00
2017-00159	03/15/2017	8831 9TH PLACE N	0	0		60.00		1.00					61.00
2017-00193	03/31/2017	8861 9TH PLACE N	0	0		60.00		1.00					61.00
2017-00192	03/31/2017	8881 9TH PLACE N	0	0		60.00		1.00					61.00
Permit Type: PLUMBING - Totals													
			Period	13	0								
			YTD	41	0	779.90		13.00					2,801.90
						2,760.90		41.00					2,801.90
Permit Type: SPRINKLER AND ALARM													
Permit Kind: COMMERCIAL FIRE ALARM													
Permit Kind: COMMERCIAL FIRE SUPPRESSION													

Permit#	Date Issued	Site Address	Permit Count	Dwell Units	Valuation	Revenue	Plan Check	State Surcharge	Escrow Fees	SAC Units	SAC Fees	WAC Fees	Total Fees
Permit Type: SPRINKLER AND ALARM													
Permit Type: SPRINKLER AND ALARM - Totals													
Period			0										5,361.22
YTD			2	0		5,237.87		123.35					5,361.22
Permit Type: ZONING													
Permit Kind: COMMERCIAL FENCE													
2017-00183 03/28/2017 J UNAVAILABLE				0		75.00							75.00
Permit Kind: COMMERCIAL SIGN													
2017-00125 03/03/2017 8515 EAGLE POINT BLVD N 200				0		180.00							180.00
Permit Kind: SINGLE FAMILY FENCE													
2017-00176 03/27/2017 2930 30TH STREET CIR N				0		75.00							75.00
2017-00124 03/02/2017 9660 JUNCO RD N				0		175.00							175.00
Permit Type: ZONING - Totals													
Period			4	0		505.00							685.00
YTD			5	0		685.00							685.00
Report Total													
Period			61	0	\$5,072,663.00	73,062.04	26,711.11	2,933.07	32,000.00	14	50,790.00	16,000.00	728,489.18
YTD			185	0	\$25,729,973.00	288,713.21	131,572.16	13,323.81	131,000.00	58	204,130.00	64,000.00	859,489.18

CITY OF LAKE ELMO
Inspection Statistics Report - Detail
Actual Date From: 3/1/2017 To: 3/31/2017
Permit Type: All Property Type: All Construction Type: All

Inspection Type	Pass	Fail	No Status	Reinsp	Period Total	YTD Total
AS BUILT	0	0	0	0	0	3
AIRTEST	0	0	0	0	0	2
BUILDING FINAL	37	7	0	10	54	117
DECK FINAL	1	0	0	0	1	6
ELECTRICAL FINAL	24	0	0	0	24	63
ELECTRICAL ROUGH IN	4	0	0	0	4	36
ESCROW FINAL	0	0	0	0	0	3
FIRE ALARM ROUGH	0	1	0	0	1	1
FENCE FINAL	0	0	0	0	0	1
FINAL	2	0	1	0	3	7
FIREPLACE ROUGH IN	19	0	0	0	19	69
FOOTINGS/SLAB	20	0	0	0	20	54
FIREPLACE FINAL	4	0	0	0	4	6
FOUNDATION PRIOR TO BACKFILL	0	0	0	0	0	1
FRAMING 2	2	0	0	0	2	5
FRAMING	34	7	0	8	49	148
FRAMING ROUGH IN	0	0	0	0	0	1
FIRE RATED WALL ASSEMBLY	3	0	0	1	4	8
FIRE SEPERATION WALL	6	0	0	0	6	45
FIRE SUPPRESSION FINAL	13	3	0	2	18	34
FIRE SUPPRESSION ROUGH IN	4	1	0	0	5	5
GASLINE / PRESSURE TEST	21	8	0	7	36	105
TYPE 1 HOOD ROUGH IN	0	0	0	0	0	1
HEATING ROUGH 2	1	0	0	0	1	2
HTG RI ABOVE CEILING	1	1	0	1	3	5
HOUSE WRAP	3	0	0	0	3	9
HYDRONIC PIPE AIR TEST	1	0	0	0	1	1
IN FLOOR HEAT AIR TEST	1	0	0	0	1	1
INSULATION	26	3	0	1	30	104
LATH	29	0	0	0	29	66
HEATING FINAL	42	4	0	7	53	114
HEATING ROUGH IN	27	1	0	1	29	99
FIRE SPRINKLER ROUGH	5	1	0	1	7	27
OTHER	1	0	0	0	1	5
PLUMBING FINAL	40	3	0	2	45	105
PLUMBING ROUGH IN	22	0	1	0	23	92
PLUMBING ROUGH 2	2	0	0	0	2	3
PLUMBING UNDERGROUND	26	0	0	0	26	64
POLY/UNDER SLAB	23	2	0	2	27	62
POURED WALL	16	1	0	1	18	48
RADON UNDERGROUND	9	0	0	0	9	15
ROOFING FINAL	1	0	0	0	1	4
ICE & WATER	2	0	0	0	2	4
SEWER & WATER	16	0	0	0	16	43
SEWER	1	0	0	0	1	2
SHEATHING	0	0	0	0	0	7
SIDING FINAL	1	0	0	1	2	7
SILT FENCE	0	0	0	0	0	33
SITE MEETING	1	0	0	0	1	1
STRUCTURAL STEEL	0	0	0	0	0	1
VISUAL	1	0	0	0	1	1

Inspection Type	Pass	Fail	No Status	Reinsp	Period Total	YTD Total
WINDOW REPLACEMENT	2	1	0	0	3	7
WATERPROOF / DRAINTILE	13	0	0	0	13	41
WEATHER RESISTIVE BARRIER	11	2	0	1	14	24
Report Totals	518	46	2	46	612	1,718

STAFF REPORT

DATE: April 18, 2017

CONSENT

ITEM #: 5

TO: City Council

FROM: Greg Malmquist, Fire Chief

AGENDA ITEM: Month End Fire Department Update for March 2017

REVIEWED BY: Kristina Handt, City Administrator

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

PROPOSAL DETAILS/ANALYSIS:

We had a total of 26 calls for March.

- | | |
|----|-----------------------------------|
| 1 | Dispatched and cancelled en route |
| 20 | Medicals |
| 3 | Car accident with injuries |
| 1 | Downed power line |
| 1 | Public Service – other |

26 Total

A Command vehicle did not respond to 4 of the calls for the month for a response rate of 84%. Average response time for the month was just over 6.25 minutes. 10 of the calls had 3 or less responders minus the duty Officer. 1 call for the month had only one responder, total.

Department drills for the month:

- #1 – Quarterly Engineer Drill – truck maintenance and pumping (Engineers CEU)
- #2 – Quarterly SCBA
- #3 – CPR recertification
- #4 – CPR make up drill with EMS back boarding drills

Points of interest:

- 5 Personnel began Fire Apparatus Operator training.
- One of Station 2's personnel moved causing him to need to respond out of Station One. This furthered the staffing gap at Station 2 as there are now just 6 FFs at station 2.
- E2 was out of service for almost exactly half of the month due to a variety of repair needs.



MAYOR AND COUNCIL COMMUNICATION

DATE: 4/18/2017

CONSENT

ITEM #: 6

AGENDA ITEM: Public Works Director Report

SUBMITTED BY: Rob Weldon, Public Works Director

REVIEWED BY: Kristina Handt, City Administrator

ISSUE BEFORE COUNCIL:

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

PROPOSAL DETAILS/ANALYSIS:

- 2017 Sealcoat and Crackfill Mtg w/ FOCUS
- Savona Park walk through/design w/ Planning Dept.
- Staff review of Space Needs Study
- Submitted Annual Sewer Survey
- PW Staff members attended U of M Shade Tree Course
- Sunfish Lake Trail Grooming Grant submitted
- Hockey boards disassembled
- Part-time seasonal interviews
- PW Staff members attended Sewer Training/Testing
- PW Staff members attended Gopher State One-Call training
- 2 winter weather events
- Scheduling of spring street sweeping
- Pothole patching
 - 12 tons (15th Street N, Heritage Dvlp.)

RECOMMENDATION:

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

STAFF REPORT

DATE: April 18, 2017
CONSENT
ITEM #: 7

AGENDA ITEM: Hiring Lead Worker

SUBMITTED BY: Kristina Handt, City Administrator

BACKGROUND:

The City advertised internally for applications for the Lead Worker position from March 23-28.

ISSUE BEFORE COUNCIL:

Should Jamie Colemer be hired as the Lead Worker at the terms described below?

PROPOSAL DETAILS/ANALYSIS:

Staff is recommending the Council promote Jamie Colemer to Lead Worker. Colemer began working for the City of Lake Elmo in 2009. Staff is further recommending a starting wage of \$29.64/hour.

FISCAL IMPACT:

The Lead Worker wage would be split amongst five funds-storm water (5%), sewer (5%), general fund-public works (60%), general fund-parks (20%) and water (10%).

OPTIONS:

- 1) Hire Jamie Colemer as the Lead Worker at a wage of \$29.64/hour.
- 2) Offer the job to Colemer under different terms
- 3) Re-advertise the position externally

RECOMMENDATION:

If removed from the consent agenda:

Motion to hire Jamie Colemer as the Lead Worker with a starting wage of \$29.64/hour

ATTACHMENTS:

None

STAFF REPORT

DATE: April 18, 2017
CONSENT
ITEM #: 8

AGENDA ITEM: Fire Relief Association Board of Trustees Appointments

SUBMITTED BY: Kristina Handt, City Administrator

BACKGROUND:

Consistent with state statute, the by-laws of the Lake Elmo Firefighters Relief Association provide that there be two officials of the City that serve on its Board of Trustees along with the fire chief. One must be an elected official and the other may be an elected or appointed official. The Council appointed Council Member Lundgren as the elected official to the board in January. Since Cathy Bendel's departure from the City, there is a vacant position for one other official (either a councilmember or a staff person) to the Firefighters Relief Association Board of Trustees.

ISSUE BEFORE COUNCIL:

Who should the Council appoint to the Fire Relief Board of Trustees?

PROPOSAL:

Building Official Mike Bent has volunteered to serve on the board.

OPTIONS:

Council may select Mr. Bent, another staff person or another council member to appoint to the Fire Relief Board of Trustees.

RECOMMENDATION:

If removed from the consent agenda:

Motion to appoint Building Official Mike Bent to the Fire Relief Board of Trustees





STAFF REPORT

DATE: April 18, 2017

CONSENT

ITEM #: 09

AGENDA ITEM: 2017 Crack Seal Project – Accept Quotes and Award Contract

SUBMITTED BY: Ryan Stempiski, Project Engineer

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

ISSUE BEFORE COUNCIL: Should the City Council accept quotes and award a construction contract for the 2017 Crack Seal Project?

BACKGROUND: In accordance with the City's annual street maintenance program, certain streets have been scheduled to be seal coated in 2017. See attached Location Map and Street List. Best pavement management practices recommend these streets be crack sealed in advance of the seal coat treatment. Therefore, staff has solicited contractor quotes to complete the crack sealing this spring prior to the scheduled seal coat work.

PROPOSAL DETAILS/ANALYSIS: Quotes were solicited from 5 qualified contractors and 2 quotes were received on April 7, 2017. Gopher State Sealcoat, Inc. submitted the lowest quote of \$29,992 for the project. See attached tabulation for a breakdown of the quotes received. The work is required to be completed by May 26, 2017.

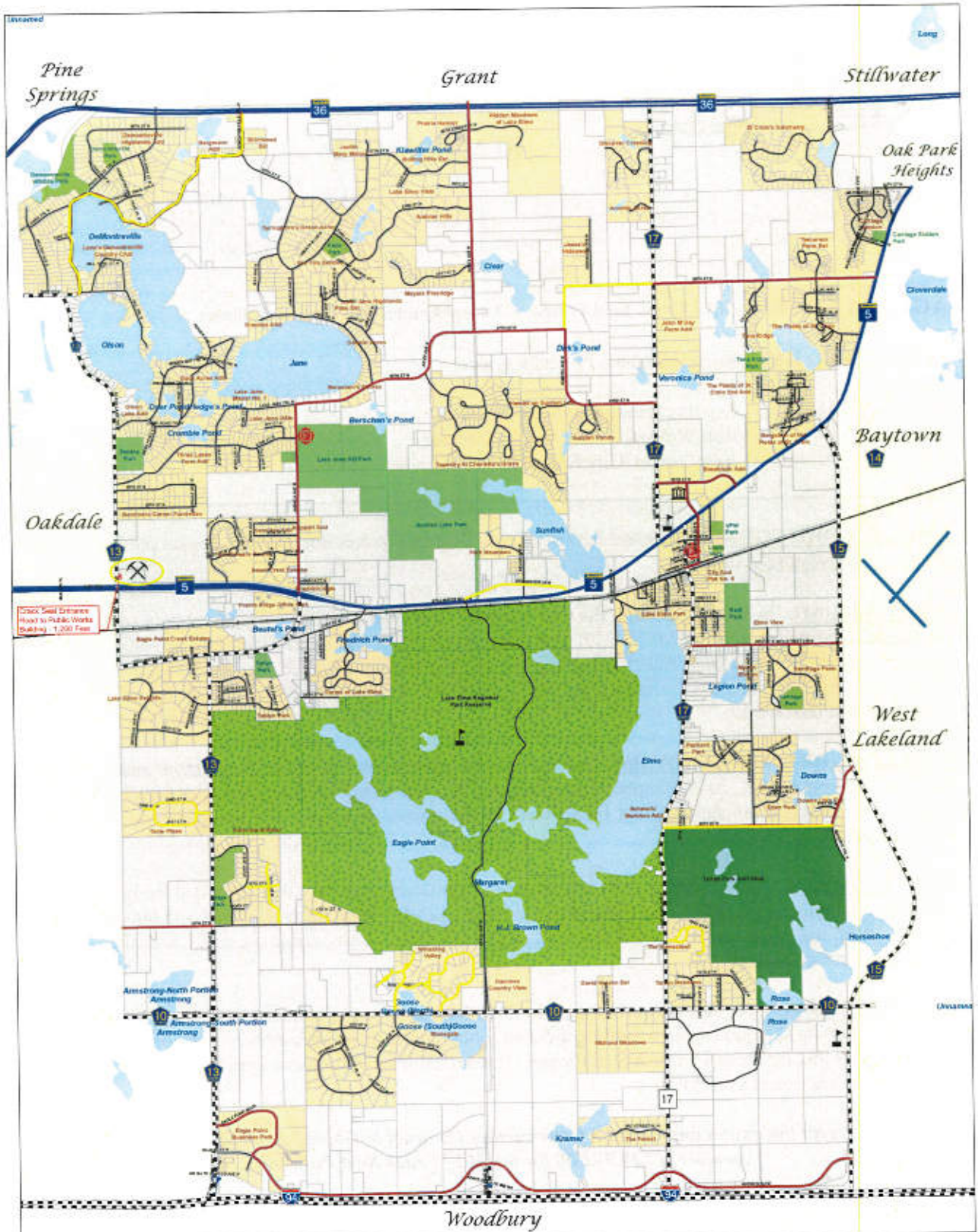
FISCAL IMPACT: Crack sealing is an annual street maintenance activity that is funded from the street maintenance budget. The 2017 street maintenance budget is \$425,000 which allocated \$35,000 for crack sealing. With the crack sealing quotes received on April 7th, the City remains on target with the overall street maintenance budget.

RECOMMENDATION: Staff is recommending that the City Council consider, *as part of the Consent Agenda*, accepting the quotes and awarding a construction contract to Gopher State Sealcoat, Inc. in the amount of \$29,992 for the 2017 Crack Seal Project. If removed from the consent agenda, the recommended motion for this action is as follows:

"Move to accept the quotes and award a Construction Contract to Gopher State Sealcoat, Inc. in the amount of \$29,992.00 for the 2017 Crack Seal Project."

ATTACHMENTS:

1. Project Location Map.
2. Street List.
3. Quote Tabulation.
4. Gopher State Sealcoat Contract.



TABULATION OF QUOTES

2017 CRACK SEAL PROJECT
CITY OF LAKE ELMO, MINNESOTA
PROJECT NO. 2017.119

QUOTES RECEIVED BY: APRIL 7 2017, AT 3:00PM

FOCUS ENGINEERING, inc.

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	ENGINEER'S ESTIMATE			Gopher State Seal Coat, Inc.			Fahrner Asphalt Sealers, LLC			Pavement Resources, Inc.			Astech Corp.			ACI Asphalt Contractors		
				UNIT PRICE	TOTAL AMOUNT		UNIT PRICE	TOTAL AMOUNT		UNIT PRICE	TOTAL AMOUNT		UNIT PRICE	TOTAL AMOUNT		UNIT PRICE	TOTAL AMOUNT		UNIT PRICE	TOTAL AMOUNT	
1	ROUT AND SEAL CRACKS	1	LS	\$ 30,000.00	\$ 30,000.00		\$ 29,992.00	\$ 29,992.00		\$ 50,232.00	\$ 50,232.00		\$ 50,232.00	\$ 50,232.00							
TOTAL					\$ 30,000.00			\$ 29,992.00			\$ 50,232.00			\$ -			\$ -			\$ -	

**QUOTE PROPOSAL FOR THE
2017 CRACK SEAL PROJECT
LAKE ELMO, MINNESOTA**

ITEM NO.	ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL AMOUNT
1	ROUT AND SEAL CRACKS	LS	1	\$29992.00	\$29992.00
TOTAL CRACK SEAL PROJECT				\$29992.00	

Payment for routing and sealing of cracks in accordance with the Contract Documents will be lump sum. We have examined the site of the work and are acquainted with all conditions affecting the construction of the work.

We understand and agree that the City may chose to award the project to the lowest responsible quote or in the best interest of the City. The City reserves the right to reject any or all quotes, to waive any informalities in any Quote, and to omit any part of the above work.

We agree that if this Proposal is accepted, we will execute a Contract in the form attached to this bid package. If we are awarded the Contract, we will complete the work by **MAY 26, 2017**.

Respectfully submitted,

Firm Name Gopher State Sealcoat, Inc.

Signature Craig Olson

Signed by Craig Olson

Title Estimator

Contact Phone Number 952-931-9188

Address 12519 Rhode Island Ave.
Savage, MN 55378

CONSTRUCTION CONTRACT FOR THE
2017 CRACK SEAL PROJECT
LAKE ELMO, MINNESOTA

This Contract, made this _____ day of _____, 2017, by the City of Lake Elmo, Minnesota (hereinafter called the "Owner") and _____ (hereinafter called the "Contractor").

WITNESSETH that the parties hereto agree as follows:

The Contractor shall provide all labor, services, materials, equipment and machinery, transportation, tools, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals, including profit and overhead, necessary for the performance, testing, start-up, and completion of the work as described herein:

DESCRIPTION OF WORK: The Contractor shall rout ($\frac{1}{4}$ " x $\frac{1}{4}$ ") [when applicable], clean, dry, seal, and overband existing bituminous cracks in the streets shown on the attached Location Map dated February, 2017. [Routing is to be completed on all cracks except those with existing crack fill material.] The work shall be completed per the applicable MnDOT Materials Lab Supplemental Specifications for Construction (2014 Edition) and in accordance with the special provisions outlined within this Construction Contract. The Contractor shall provide all necessary traffic control in accordance with the MMUTCD.

The Contractor shall provide certification that the sealant meets MnDOT 3723 or approved equal. Sealant materials may be placed during a period of rising temperature after the air temperature has reached 50 degrees F. The street surface must be completely dry and remain so throughout the application of the sealant material. The Contractor shall conduct the operation so that routing of cracks, cleaning, drying, and sealing are a continuous operation. Traffic shall not be allowed to knead together or damage the routed cracks. Routed cracks not sealed before traffic is allowed on the pavement shall be re-routed, if necessary, when routing and sealing operations resume at no additional cost to the Owner. Cleaning shall continue until the crack is dry and all dirt, dust or deleterious matter is removed from the crack and adjacent pavement to the satisfaction of the Engineer.

The cracks shall be sealed when the sealant material is at the pouring temperature recommended by the manufacturer. The Contractor shall fill the crack such that after cooling, the sealant is flush with the adjacent pavement along the edges and the center does not sag more than 1/8 inch below the pavement or shoulder surface. Care shall be taken in the sealing of the cracks so that the cracks are not overfilled and the final appearance shall present a neat fine line. Those deep cracks that experience sealant settlement shall be given a second application of sealant material. The Contractor, at their option, may use a backer rod at no additional cost to the project; however, sealant must be at least $\frac{1}{4}$ " thick over rod. The sealant shall be tack free before opening to traffic. A given quantity of sealant material shall never be heated at the pouring temperature for more than six (6) hours and shall never be reheated.

The Contractor shall replace any sealant that loses its bond within one year after the sealant is applied.

The Contractor will be paid as a Lump Sum for work completed in accordance with the Construction Contract.


All work shall be completed within the specified time frame and under the terms and conditions provided within this Construction Contract, and in accordance with the "General Conditions" shown in this contract. The contractor shall complete the proposed work by MAY 26, 2017.

The Owner will make payment for the whole contract upon acceptance by the Owner of all work required hereunder and in compliance with all the terms and conditions of this contract.

TOTAL AMOUNT (INSERT FROM QUOTE FORM):

\$29992.00

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

Gopher State Sealcoat, Inc. 
(Contractor) (City of Lake Elmo)



STAFF REPORT

DATE: 4/18/17

CONSENT

ITEM #: 10

MOTION

TO: City Council

AGENDA ITEM: Engineering Design and Construction Standards Manual – March 2017 Revisions
& Landscape Design and Construction Standards Manual – March 2017

SUBMITTED BY: Stephen Wensman, Planning Director and Jack Griffin, City Engineer

REVIEWED BY: Kristina Handt, City Administrator
Rob Weldon, Public Works Director
Chad Isakson, Assistance City Engineer
Stephen Mastey, Consulting Landscape Architect

BACKGROUND:

Engineering Design and Construction Standards: The City has prepared and maintains engineering design standards, standard specifications, and standard details for public infrastructure within the City, including streets, sanitary sewer, watermain, storm water facilities, right-of-way management, and boulevard layout. This information is compiled into an Engineering Design and Construction Standards Manual for use by staff and the development community. The latest version of the Manual is dated February 2015.

The standards have been established to set minimum requirements to be met for all public infrastructure projects in the City with the intent of constructing consistent and compatible infrastructure systems throughout the community; to clearly communicate with the development community these minimum expectations and requirements; and to expedite plan design, preparation and City plan review and approvals. The engineering design standards and guidelines have been established to address the most common project elements and are to be used in conjunction with the requirements set forth by applicable codes, laws and ordinances, recognized industry standards, good engineering practice and specific project needs. Omission of reference in these standards and guidelines does not relieve responsibility for compliance with these requirements. In addition, the provisions of these standards and guidelines are not intended to prohibit the use of alternative systems, methods or components. Professional engineering judgement and ingenuity is encouraged to adapt to specific project needs. However, varying from the standards and guidelines will only be permitted with the approval of the City Engineer, after performing due diligence to ensure the design is equivalent or superior to the prescribed elements of the guideline.

Landscaping and Irrigation Standards: In a similar manner, staff has been developing a set of landscaping and irrigation standards and practices to better accommodate the issues experienced with the development plan and construction oversight of landscaping. These practices have been packaged together to create a more formal Landscaping Design and Construction Standards Manual for use by City staff.

ISSUE BEFORE THE COMMISSION: Staff respectfully requests that the City Council review and approval of the March 2017 revisions to the Engineering Design and Construction Standards Manual and the new Landscaping Design and Construction Standards Manual.

PROPOSAL DETAILS/ANALYSIS:

Engineering Design and Construction Manual Revisions and Updates: The Engineering Design and Construction Standards Manual is a living document that is reviewed and modified from time to time by the City Engineering team to adapt pro-actively to changing conditions so as to remain current, address best practices and extract additional economic value and performance as needed. Changes are often based on recommendations from Planning, Public Works or other City staff, the development community, and other stakeholders. Changes made by the City Engineer over time are periodically brought forward as revisions to the Engineering Design and Construction Standards Manual to formalize the City's approval. The Engineering Design and Construction Standards Manual dated March 2017 includes the following revisions and updates:

Plan Format Requirements.

1. Updated the Plan Format requirements to require electronic plans for a complete submittal.
2. Removed reference to City benchmark system.
3. Added requirement to provide "All proposed lot corner elevations" as part of the grading plans.
4. Revised section IV. F. to clarify NWL and HWL plan requirements and require HWL contours.
5. Updated the Plan Format requirements to clarify record drawing requirements.
 - o Revised II. A. to remove house pad as-built elevations.
 - o Deleted II. M. requiring shots sufficient to produce 2 ft. contours.
 - o Revised II. N. grade tolerance language to indicate areas outside of tolerance "may" be subject to revisions/re-work.
 - o Added III.F. "Ties for draintile cleanouts to permanent structures."

Design Standards.

1. Clarified local street widths for a) parking both sides b) parking one side and c) no parking.
2. Added minimum tangent requirements at local street intersections.
3. Collector street and right-of-way widths were changed to "case by case basis".
4. Changed drain tile pipe to PVC schedule 40.
5. Sign post standards were changed per direction of Public Works.
6. Clarified the City street light fixture and pole requirements.
7. Revised tracer wire requirements to be 12 AWG and added Drive-in Magnesium Grounding Anode Rod requirements to assist Public Works with utility locates.
8. Changed the minimum watermain pipe size to 6-inch diameter when allowed by the City Engineer.
9. Maximum length of pipe at dead ends. Changed to 1,000 feet.
10. Added 4-foot Sump Manhole requirement to be consistent with VBWD standards.
11. Stormwater BMPs.
 - o Changed Pretreatment forebay to no longer be "Required".
 - o Added Clay Pond Liner specifications for wet ponds to meet VBWD standards.
 - o Removed infiltration basin plantings to reference approved Landscape Plan.
 - o Revised and detailed infiltration basin boring requirements.
12. Updated City Low Impact Development practices language.
13. Removed landscaping details.
14. Update detail plate index.
15. Unresolved items.
 - o Review/revise turning radius at intersections w/center medians. Snow plow issues.

Standard Details.

1. Revised all Standard Details to "MARCH 2017" and updated the index details to reflect updated numbering system.
2. 201 – Added hydrant concrete splash pad per Public Works request.
3. 203 – Revised gate valve key requirements per Public Works request.
4. 208 – Added note to reference Landscape Irrigation Standards for work by Private Contractor.
5. Added tracer wire requirements for utility locate assistance. Details provided by Public works.
 - o 300A – Added tracer wire note.
 - o 313 – Added access box and grounding rod detail.
 - o 315 – Added detail for tracer wire plan view.
6. 416 – Revised minimum pond depth to 3-feet to match design standard.
7. 419 – Changed draitile pipe to Schedule 40 PVC.
8. 505 – Updated valley gutter detail to 6 foot width and removed mesh.
9. 507A, 507B, 507C, 507D, and 507E. Added MnDOT Pedestrian ramp standard details.
10. 509 – Updated standards trail width to 8 feet from 8-1/2 feet.
11. 514 – Added new detail for bituminous saw and seal requirements for residential streets.
12. 600D – Removed comment #5 requiring placement of 2 rows of sod and silt fence.
13. 801 – Updated draitile note to schedule 40 pipe.
14. 804 – Updated draitile note to schedule 40 pipe.
15. 805 – Removed reference for the placement of 2 rows or sod/silt fence.
16. 807A – Added detail for Temporary Cul-De-Sac Type A.
17. 807B – Added detail for Temporary Cul-De-Sac Type B.
18. Removed Section 900 Landscape/Irrigation details to be located in Landscape Standards Manual.
19. Created new Section 900 for Signing/Pavement Markings/Lighting.
20. Added Detail 902 and 903 to detail new street and traffic sign post standards per Public Works.

Standard Specifications.

1. Revised all Standard Specifications to "MARCH 2017".
2. Section 1450 – Included Modified Penetration Test for Aggregate Base Compaction (industry standard by Geotech field technicians).
3. Section 3217 – Revised pavement marking materials (Section 4.C.).
4. Removed 3290 (Landscape Plantings). Moved Prairie Style turf to turf establishment section.
5. Section 3307 – Tracer wire changed to 12 gauge per manufacturer's recommendation.
6. Section 3330 – Added tracer wire requirements per direction of Public Works. Using MWRA specifications incorporated. Grounding rod/access box at every service.
7. Section 3340 – Revised spec to address new MDH requirement for watertight connection on all storm sewer structures within 10 feet of watermain.
8. Section 3346 – Revised spec for draitile to be Schedule 40 PVC.
9. Section 3440 – Revised sign posts per Public Works new standards and to match new details.

Landscape Design and Construction Manual Revisions and Updates: The new Landscape Design and Construction Manual includes updated details for deciduous, coniferous trees and shrubs for flat and sloped site planting. The tree protection detail was moved into the landscape standards. The landscape standards also include required and recommended details for landscape irrigation. The required irrigation details include the water service and controller details that illustrate the required connections to Municipal Water consistent with City Council's direction in 2016 when reviewing and adopting the irrigation standards. The recommended details illustrate best practices in landscape irrigation and these details are taken from the 5th Street project, where irrigation is required. All the irrigation standard details refer to updated irrigation specifications. Other improvements to the details include:

- To be current with MN Department of Transportation Standard Specifications for Construction 2016 Edition;
- To be current with the latest edition of American Standard for Nursery Stock (ANSI Z60.1);
- To clarify and provide additional guidance on incorrect planting practices that have been observed from time on time projects within in the City specifically on City owned property / right of way;
- Provide guidance within the irrigation specification and details to help further protect the City's potable water resources; and
- To be current with updated technology advances within the irrigation industry specifically in the areas of energy efficiency, water conservation, improved watering that coincides with better plant health and increased sustainability of the irrigation products and systems supplied.

Note: The Landscape Design and Construction Manual will be assigned a different numbering system than presently shown on the attached details that are uniquely different than the Engineering set.

PLANNING COMMISSION REVIEW AND RECOMMENDATION: The Planning Commission reviewed the Engineering and Landscape Design and Construction Standards Manuals on 4/10/17 and had the following comments:

- Wanted the City to develop lighting standards or ordinances to minimize residential lighting.
- Wanted the Landscape planting details to better highlight planting with the root flare above the adjacent grade.
- Wanted the Landscape Details or Ordinances to minimize the need for irrigation.

The Planning Commission recommended approval of the Engineering Design and Construction Standards Manual with the following condition:

1. That lighting standards or ordinances be developed to minimize residential lighting.

The Planning Commission recommended approval of the Landscape Design and Construction Standards Manual with the following condition:

1. That the planting details be amended to better highlight planting with the root flare above the adjacent grade.
2. That the ordinances be amended to minimize the need for irrigation.

RECOMMENDATION: Staff is recommending that the City Council approve the March 2017 revisions to the Engineering Design and Construction Standards Manual as presented since the goal to minimize residential lighting must first be developed by staff and the lighting standards will be addressed by ordinance. The engineering standards currently do not address lighting so there are no conflicts with the Planning Commission request. Staff is further recommending that the City Council approve the Landscape Design and Construction Standards Manual as amended to better highlight planting with the root flare above the adjacent grade. Staff believes the goal to minimize the need for irrigation should also be addressed by ordinance.

“Move to recommend approval of the March 2017 revisions to the Engineering Design and Construction Standards Manual and the new Landscape Design and Construction Standards Manual.”

ATTACHMENTS:

1. Plan Format Requirements – Redlines showing changes from February 2015 to March 2017.
2. Engineering Design Standards – Redlines showing changes from February 2015 to March 2017.
3. Standard Details – New details 201, 208, 315, 514, 807A, 807B, 902, and 903.
4. Landscape Standard Details and Specifications.

**The full Engineering Design and Construction Standards Manual, dated March 2017 is available for review at City Hall.*

PLAN SHEET FORMAT REQUIREMENTS

for

CITY OF LAKE ELMO

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This document outlines the required plan format and minimum acceptable plan sheet requirements for each development project within the City of Lake Elmo. The minimum requirements shall be met for all projects before approval may be granted by the City Engineer.

Plan submittals will not be considered received until all plan formats have been submitted to the City. All submittals and resubmittals shall include full size plans (22" x 34"), half size plans (11" x 17") and electronic plan files in PDF format.

GENERAL REQUIREMENTS:

1. Plan sheet size shall be 22" x 34" and 11" x 17".
2. All Plans shall be submitted in electronic PDF format.
- 2.3. All electronic CAD/GIS files, when required, must be accompanied by a "layer description list" that clearly identifies the elements of each layer or level.
3. ~~Vertical control of Construction Record Drawings must be on the City's Benchmark System.~~

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CONSTRUCTION PLANS: The following plan sheets shall be bound together in one plan set and distributed to the City in the number and plan size as required.

- I. Title Sheet
 - A. Location Map with Section, Range and Township provided.
 - B. Sheet Index.
 - C. Plan Date with all Revision Dates.
 - D. Preparer's Name and Contact Information.
 - E. Owner's Name and Contact Information.
- II. Legend and Typical Sections
 - A. Plan Legend for all Applicable Symbols.
 - B. City of Lake Elmo Typical Sections as Applicable to the Project.
 - C. Additional Typical Sections as Deemed Appropriate by the Design Engineer.
- III. Standard Details and Storm Sewer Construction Chart
 - A. City of Lake Elmo Standard Details as Applicable to the Project.
 - B. Additional Standard Details as Deemed Appropriate by the Design Engineer.
 - C. Storm Sewer Construction Chart.
- IV. Grading, Drainage, and Erosion Control Plans
 - A. North Arrow (Up or to the right on all sheets).
 - B. Scale: 1"=50' horizontal.
 - C. Maximum plan sheet size 22" x 34".

- D. Building pads with garage floor elevation, low floor elevation, low opening elevation and building type.
- E. All proposed lot corner elevations.
- ~~E-F.~~ Wetland delineations and wetland buffers, creeks, streams, lakes & other water bodies.
- G. Existing and proposed normal water level (NWL) and high water level (100-year HWL) for all water bodies within and adjacent to the property, including proposed high water level (100-year HWL) for infiltration basins.
- H. Proposed high water level (100-year HWL) contour for all storm water ponds and infiltration basins.
- ~~F.~~ Normal water level (NWL) and high water level (100-year HWL) for all water bodies within and adjacent to the property.
- ~~G-I.~~ All emergency overflow elevations, placed in **BOLD** on the plans.
- ~~H-I.~~ All erosion control measures, permanent and temporary.
- ~~H-K.~~ Grading and erosion control City standard plan notes.
- ~~J-L.~~ Tree protection fencing.
- ~~K-M.~~ Spot elevations for significant trees to be saved.
- ~~L-N.~~ Retaining Walls (wall heights and elevations).
- ~~M-O.~~ Existing storm sewer, drainage and culvert structures to a distance of 150 feet beyond plat boundary with pipe material, size and inverts.
- ~~N-P.~~ Topographical features to a distance of 150 feet beyond plat boundary (fences, trails, sidewalks, streets, driveways, etc.)
- ~~O-Q.~~ Property, right-of-way and easement lines.
- ~~P-R.~~ Existing street and driveway widths with type of surface identified.

V. Sanitary Sewer and Watermain Plan Sheets:

- A. Plan and Profiles for Sanitary Sewer and Watermain shall be placed on the same sheet(s).
- B. The following information shall be shown:
 - 1. North Arrow (Up or to the right on all sheets).
 - 2. Scale: 1"=50' horizontal and 1"=10' or 1"=5' vertical (Maximum sheet size 22" x 34")
 - 3. Street names & right-of-way lines.
 - 4. Lot and block numbers.
 - 5. Location of all existing utilities with pipe material and size.
 - 6. Existing and proposed easements.
 - 7. Size of mains.
 - 8. Material and Class of pipe.
 - 9. Length of mains and each sanitary sewer pipe segment.
 - 10. Size and type of manholes.
 - 11. Proposed grade of each sanitary sewer pipe segment.
 - 12. Elevation of inverts of all sanitary sewer lines, at MH and at stub ends.
 - 13. Arrows indicating the direction of flow on the sanitary sewer plan views.
 - 14. Number each sanitary sewer structure on both plan and profile views.
 - 15. Stationing of sanitary sewer structures on profile view.
 - 16. Proposed main line pipe crossings on the profile views.
 - 17. Proposed storm sewer shown in plan and profile views (background view).
 - 18. Service locations and wye stationing on the plan view (from the main line to the utility easement line).

19. Proposed invert elevations at the utility easement line. Risers must be listed for each lot if needed.
20. Elevation of the top of the water service stop box at the utility easement line.
21. Hydrant, valve and fitting locations on the plan view (gate valve or butterfly valve noted as applicable).
22. Proposed and existing pump or lift stations.
23. Proposed and existing Well Pumphouses.
24. Existing grade profile over main line pipe.
25. Finished grade profile over main line pipe.
26. Centerline stationing at 100 foot minimum intervals.
27. Sanitary Sewer City Standard Plan Notes.
28. Watermain City Standard Plan Notes.

VI. Street and Storm Sewer Plan Sheets:

A. Plan and Profile shall be shown on the same sheet.

B. The following information shall be shown:

1. North Arrow (Up or to the right on all sheets).
2. Scale: 1"=50' horizontal and 1"=10' or 1"=5' vertical (Maximum sheet size 22" x 34")
3. Street names.
4. Lot and block numbers.
5. Existing and proposed easements/right-of-ways.
6. Show concrete walks and bituminous paths.
7. Sizes of storm sewer pipe.
8. Material and Class of storm sewer pipe.
9. Length of each storm sewer pipe segment.
10. Proposed grades of each storm sewer pipe segment.
11. Proposed drainage swale locations, elevations, and grades.
12. Elevations on all inverts and castings of all storm sewer structures.
13. Arrows indicating the direction of flow on the storm sewer plan views.
14. Number of each storm sewer structure on both plan and profile views.
15. Proposed watermain and sanitary sewer shown in plan and profile views.
16. Proposed pipe crossings on the storm sewer profile views.
17. Existing grade profile over storm sewer pipe.
18. Finished grade profile over storm sewer pipe.
19. Finished centerline street elevations every 50 feet minimum.
20. Centerline stationing.
21. Street grades on profile.
22. Vertical curve data on profile.
23. Horizontal alignment and curve data on plan view.
24. Top of curb elevations at the beginning, mid-point and end of all radii and at all intersections where drainage is a concern, at maximum or at minimum grades.
25. Drainage flow arrows at street intersections.
26. Finished profile for centerline of trails (plan and profiles for trails may be on separate sheets from street and storm sewer plans).
27. Storm Sewer City Standard Plan Notes.
28. Sidewalk and Trail City Standard Plan Notes.

C. Drainage Information to be Shown:

1. Size, type and location of pipe on plan view.
2. Locations of service wyes and clean-outs.
3. Arrows indicating the direction of flow on the drain tile.

VII. Cross Sections

- A. Cross sections shall be provided for all street reconstruction work, turn lanes, or when interfacing new streets along existing streets and roadways.
- B. Cross sections shall be provided for all trails, except when the trail is placed in the boulevard in accordance with a typical standard street section.
- C. At a minimum, each cross section shall show the following:
 1. Finished ground to the match points of existing grade.
 2. Existing ground.
 3. Right-of-way and easement locations.
 4. Centerline of proposed improvement.
 5. Full depth proposed section.
 6. Label all slopes proposed at maximum grades.
- D. When provided, cross sections shall be shown a minimum of every fifty (50) feet, at all low points, critical drainage locations, driveways, and at intersections.

VIII. Street Signage, Lighting, and Pavement Marking Plan

- A. Signing, Pavement Markings, and Lighting City Standard Plan Notes.

IX. Landscape Plan Sheets

- A. Irrigation Systems.
- B. Include tree removals, planting schedule, and tree replacement plan.
- C. Include City Standard Landscaping Plan Notes.

RECORD DRAWINGS: Record drawings must be completed and submitted to the City Engineer to assist the City in the review, verification and acceptance of the work completed. The submittal information outlined below is considered the minimum documentation requirements. The City Engineer may request additional information specific to the improvements as deemed reasonably necessary to verify the work conforms to the approved grading and construction plans.

I. Submittal Requirements:

- A. As-built Construction Plans shall be certified by the engineer and prepared in accordance with the Plan Sheet Format Requirements.
- B. All changes from the final construction plans should be indicated on the as-built Construction Record Drawings. All changes shall be lined out and corrections shall be shown in ***bold italics***.
- C. Each Record Drawing shall list Contractor's name, Developer Engineer's name, City Project Number, Construction Completion Date, and Record Plan Drawing Number (provided by City).
- D. Final record drawings shall be submitted as one (1) set of full size plans (22" x 34"), two 11" x 17" paper copies, and submitted in electronic form (CD) with DWG files and PDF files that are printable to scale on 11"x17".
- E. As-built surveyed information shall tie out to benchmarks as indicated on the plans.
- F. GIS shape files must be provided to include all as-built public infrastructure data.

II. Certified Record "As-built" Grading Plan shall include:

- A. Location and as-built elevations at lot corners ~~and house pads~~.
- B. Location and as-built elevations along all swales, berms, slopes and ditches.
- C. Location and as-built elevations at all emergency overflow (EOF) points.
- D. All finished grades for pond cross sections.
- E. Location and as-built elevations at high water levels (HWL) for ponds and low points.
- F. Location and as-built for all storm sewer structures including inverts and overflows.
- G. Location and as-built elevations at all retaining walls, including top and bottom of wall at maximum wall height locations.
- H. Location and as-built elevations for any private wells or wastewater systems.
- I. Location and as-built elevations for other features critical to drainage performance.
- J. Contours for all HWL, wetland, and other water bodies, buffers and setbacks.
- K. Property lines and easements.
- L. Location of all existing utilities.

~~M. Sufficient as-built elevation shots to substantiate 2-foot contour lines.~~

M. As-built grading plan must conform to the approved final grading plan. As-built elevation shots not within +/- 0.2 feet of proposed elevations are subject to rejection and re-work at the discretion of the City Engineer.

~~N. As-built elevation shots must be within +/- 0.2 feet of proposed elevations.~~

~~O.~~

III. Certified Record "As-built" Construction Plans shall include:

- A. As-built surveyed elevations for sanitary and storm sewer manhole and catch basin casting/inlet tops and inverts, flared end section inverts, and any other structure elevations shown on the as-bid drawings. Actual elevations must be recorded to the nearest 0.01 foot, and the actual pipe grades recorded to the nearest .01%.
- B. Sanitary and storm sewer lines field measured from center of casting to center of casting or from center of casting to end of flared end. Record lengths to nearest 0.5 foot.

- C. All changes from planned pipe, structure, or hydrant locations.
 - D. Measured distances from center of casting to end of stubs for sanitary and storm sewer.
 - E. Ties from ends of watermain stubs to permanent structures.
 - F. Ties for drain tile cleanouts to permanent structures.
 - ~~E.~~
 - ~~F.~~ G. Service ties for the curb box for each lot. Including pipe quantity, size and type on plans.
 - ~~G.~~ H. All sewer services with stationing from downstream manhole to wye location. Pipe quantity, type and invert elevation at utility easement line shall be shown on the property served.
 - ~~H.~~ I. Location of watermain fittings (i.e. bends, tees, etc.).
 - ~~I.~~ J. Top nut of hydrant elevations.
 - ~~J.~~ K. All pipe insulation.
 - ~~K.~~ L. As-built surveyed elevations for top of curb in sufficient quantity to verify street grades.
 - ~~L.~~ M. All lot address numbers shown on both utility and street record plans.
- IV. Private Water/Wastewater Facilities: Record drawings shall be provided in the format consistent with the requirements for public infrastructure as prescribed herein:
- A. Tie information for all underground structures.
 - B. Location and as-built elevations for any system structures, pipes, pipe slopes, pipe lengths, valves, clean-outs, and other facilities.
 - C. Property lines and easements for the facilities.
 - D. Detail on the plans any revisions or deviations from the approved design.
 - E. Operation & Maintenance manual including:
 - 1. Operational performance characteristics for all pumps.
 - 2. All electrical and control information including electrical console schematics.
 - 3. All mechanical information, parts data, and operational instructions.
 - 4. Facility Operation instructions and procedures.
 - 5. Emergency mitigation measures.
 - 6. Chemical treatment schedules.
 - 7. Permit documentation and reporting requirements.
- V. Public Infrastructure Inventory Requirements: Final quantity tabulations shall be submitted for the following information:
- A. Sanitary Sewer Pipe, by footage and pipe size.
 - B. Watermain, by footage and pipe size.
 - C. Number of Hydrants, Gate and Butterfly Valves, Manholes, Catch Basins, and Lift Stations.
 - D. Number of Sanitary Sewer Services, by pipe size.
 - E. Number of Water Services, by pipe size.
 - F. Number of Drain Tile Services, by pipe size.
 - G. Storm Sewer Pipe, by footage and pipe size.
 - H. Number of Pollution Control Structures (Sumps, Grit Chambers, Pond Skimmers), by type.
 - I. Number of Ponds and Sedimentation Basins, by type. Each listed with water surface area and volume at NWL and HWL.
 - J. Number of Storm Sewer Outlet Structures, by size.
 - K. Number of Alternative Stormwater Drainage Facilities (BMP's), by type of BMP.
 - L. Public Streets by lineal footage and square yard.

- M. Private Streets by lineal footage and square yard.
- N. Sidewalks by lineal footage and square yard.
- O. Trails by lineal footage and square yard.

ENGINEERING DESIGN STANDARDS

for

CITY OF LAKE ELMO

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STREET DESIGN AND GEOMETRICS

• Geometric Design, Local Residential Street

-Minimum Street Width, back of curb to back of curb.....	28-feet
-Minimum Street Width (B-B), parking one side (when allowed by City).....	24-feet
-Minimum Street Width (B-B), no parking (when allowed by City).....	22-feet
-Minimum Street Width, one-way lanes with center median.....	19-feet
-Center Crown.....	2.5%
-Minimum Longitudinal Grade.....	0.5%
-Maximum Longitudinal Grade.....	8%
-Maximum Intersection Approach Grade, First	50-
feet.....	2.05%
-Minimum Vertical Curve Length, Crest (including stop conditions).....	K=19
-Minimum Vertical Curve Length, Sag (including stop conditions).....	K=37
-Minimum Horizontal Curve Radius.....	90-feet
-Intersection Angles.....	90 degrees
-Tangent Length at Intersection from Curb Line, Local Streets.....	50 feet
-Tangent Length at Intersection from Curb Line, Higher Class Streets.....	100 feet
-Tangent Minimum between curves.....	50 feet
-Minimum Intersecting Street Offset, from Centerlines.....	150-feet
-Curb Radius, Minimum Local to Local.....	20-feet
-Curb Radius, Minimum Local to Collector.....	25-feet
-Minimum Diameter of Cul-de-sac.....	90-feet
-Minimum Grade around Cul-de-sac.....	0.5%
-Maximum Cul-de-sac Street Length (lots less than 2.5 acres).....	600-feet
-Maximum Cul-de-sac Street Length (lots equal or greater than 2.5 acres).....	1,320-feet
-Temporary Cul-de-sac at plat line.....	Required

• Geometric Design, Collector Street

-Design Standards.....	Meeting State-Aid for minimum design speed
-Minimum Street Width, back of curb to back of curb.....	Varies (as determined by City 36-feet min)
-Maximum Longitudinal Grade.....	6%
-Intersection Angles.....	90 degrees
-Tangent Length at Intersection from Curb Line, Local Streets.....	50 feet
-Tangent Length at Intersection from Curb Line, Higher Class Streets.....	100 feet
-Tangent Minimum between curves.....	50 feet
-Minimum Vertical Curve Length, Sag and Crest.....	Meeting State-Aid for minimum design speed
-Minimum Vertical Curve Length, Sag.....	Meeting State-Aid for minimum design speed

—Minimum Horizontal Curve Radius.....~~Meeting~~.....State-Aid for minimum design speed

- Minimum Intersecting Street Offset, if allowed, from Centerlines.....250-feet
- Street/Roadway Access.....Per City Access Management Spacing Guidelines
- Driveway Access, Residential.....Prohibited
- Driveway Access, Commercial.....Per City Access Management Spacing Guidelines
- Curb Radius.....25-feet

- **Pavement Section Design** *(Pavement sections below are minimum allowed. Additional pavement section may be required based on Geotechnical Report of the subgrade soils).*

- Local Residential Street.....Minimum 7-Ton Design
- Subbase, Select Granular Borrow (SPEC 3149.2B).....Minimum 12-inches
- Subsurface Drainage System.....Required
- Base, Aggregate Base, Cl. 6 100% Crushed Stone Aggregate.....Minimum 6-inches
 - *Note: Class 6 Recycled Material Substitute by City Engineer Approval*
- Non-Wearing Course, MnDOT 2360 Type SP 12.5, Mixture 2B.....2-inches
- Wearing Course, MnDOT 2360 Type SP 9.5, Mixture 2B.....1½-inches
- Collector Street and Above.....Minimum 10-Ton Design
- Subbase, Select Granular Borrow (SPEC 3149.2B).....Minimum 12-inches
- Subsurface Drainage System.....Required
- Base, Aggregate Base, Cl. 6 100% Crushed Stone Aggregate.....Minimum 8-inches
 - *Note: Class 6 Recycled Material Substitute by City Engineer Approval*
- Non-Wearing Course, MnDOT 2360 Type SP 12.5, Mixture 3C.....2-inches
- Wearing Course, MnDOT 2360 Type SP 9.5, Mixture 3C.....2-inches

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- **Drainile/Street Subsurface Drainage**

- Type.....Sch. 40 Rigid PVC Perforated
- Size.....4-inch
- Sock.....MnDOT SPEC 3733
- Location.....All Low Points in both directions; at 350 foot intervals, and Project Specific Design
- Length.....Minimum 100-foot runs; 100 feet in both directions from low points
- Clean Outs.....Every 150 feet and at all dead ends

- **Curb and Gutter**

- Material, All Purposes.....Concrete
- Strength, Minimum Requirements.....3,900 PSI
- Type: New Developments, Single Family Residential.....Surmountable
- Type: Multifamily, Commercial, Collector Roads, Medians, Reconstruction.....B618

- **Utility Conduit**

- Type.....PVC Schedule 40
- Location/Depth.....Perpendicular to Street and minimum 1-foot below Street Subgrade

- **Entrances/Driveways**

- Maximum Driveway Width at Right-of-way.....Varies by Zoning District

-Bituminous Driveway Minimum Thickness, Section.....Match Street
 -Residential Concrete Driveway Minimum Thickness.....6-inches
 -Commercial Concrete Driveway Minimum Thickness.....8-inches

- **Signing**

-Design Standards.....MMUTCD
 -Sheathing Type.....Type IX Diamond Grade
 (DG3) High Intensity Diamond Grade DG2
 -Sign Posts, green powdered painted galvanized
 metal.....Pre-Punched 14 ga. Square Tube 3.0 LBS/ft

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RIGHT-OF-WAY AND BOULEVARD LAYOUT

- **Right of Way Widths**

-Local Residential Street Minimum Width.....60-feet
 -Cul-de-sacs.....60-foot radius
 -Collector Street Minimum Width.....Varies (as determined
 by City 80-foot Minimum)

- **Boulevard, Local Residential Street**

Width.....16-feet
 (15-feet at cul-de-sacs)

-Slope, Typical and Maximum.....4% and 4:1
 -Topsoil Minimum.....6-inch
 -Turf Treatment.....Lawn Sod
 -Tree Location without Sidewalk or Trail.....8-feet back of curb
 -Tree Location with Sidewalk or Trail.....5-feet back of curb
 -Street Light Location.....5-feet back of curb
 -Street Light Type/Pole.....15-foot California
 Acorn w/Aluminum Pole (All Black)
 -Hydrant Location.....5-feet back of
 curb

- **Sidewalks**

-Collector Street.....Required on both sides
 -Local Residential Street.....Required on one side
 -Cul-de-sac Street.....Required for trail connection
 -Width.....6-feet
 -Sidewalk Maximum Longitudinal Grade.....6%
 -Pavement Section.....5-inch Concrete; 4-inch Select Granular

- **Trails**

-Locations.....Per City trail plan and as directed
 -Width, Local Trail.....8-feet

-Pavement Section, Local Trail.....	2.25-inch Bituminous; 8-inch minimum Class 5
-Maximum Longitudinal Grade.....	8%
• Berm Construction in Boulevard	
-Maximum Side Slope with Maintenance Requirements.....	3:1
-Maximum Side Slope with Natural Vegetation.....	2:1

SANITARY SEWER

Feet	• Force Main	
	-Material.....	PVC or HDPE
	-PVC, 2-inch–24-inch.....	C900/C905
	-HDPE Class, 1-inch.....	SDR 9
	-HDPE Class, 2-inch–24-inch.....	SDR 11
	-Minimum Cover.....	7.58
	-Location of main in Street.....	Project Specific
	-Tracer Wire.....	812 AWG solid, PRO-TRACE HDD-CCS
	-Air Relief Valve and Manhole Locations.....	All High Points
	-Clean Outs.....	All Low Points
PE45	• Gravity main	
	-Material.....	PVC
	-Minimum Diameter.....	8-inch
	-Class, up to 20-feet in depth.....	SDR 35
	-Class, 20-25 feet in depth.....	SDR 26
	-Class and Material, over 25 feet in depth.....	Project Specific
	-Minimum cover over pipe.....	5.5-feet
	-Maximum depth of pipe.....	30-feet
	-Slope.....	Ten States Standards
	-Tracer Wire.....	12 AWG solid, PRO-TRACE HF-CCS PE45
	-Location of main in Street.....	Centerline
	• Sanitary Sewer Manholes	

-Type.....Precast Concrete
 -Maximum inlet/outlet elevation difference.....2-feet
 -Minimum depth of Manhole.....6-feet
 -Type of Casting.....R-1642-B
 -Joints and Assembly.....Per City Details
 -Location.....Street Centerline
 -Maximum Spacing.....400-feet
 -Flow Line Match Required.....8/10ths Rule
 -Drop Across All Manholes Required.....0.1-feet
 -Connections to Existing Manholes.....Core Drill with Boot
 -Outside drop minimum.....2-feet
 -Outside drop Material.....Ductile Iron

• **Service Pipe**

-Material.....PVC
 -Minimum Diameter.....4-inch
 -Class.....SCH 40
 -Tracer Wire.....12 AWG solid, PRO-TRACE HF-CCS PE45
 -Drive-In Magnesium Grounding Anode Rod.....Copperhead Part # AND-1005 (1.5lb)

WATERMAIN

• **Water Service Pressures**

-Individual Booster Pumps required.....development specific

• **Main Pipe**

-Material.....DIP
 -Class.....CL 52
 -Minimum Diameter – Mainline.....8-inch
 -Minimum Diameter – As allowed by City Engineer ~~Unlooped~~ ~~Cul-de-sac~~.....8-inch

-Minimum Diameter – Hydrant Lead.....6-inch
 -Minimum Cover.....7½-feet
 -Maximum Length of Dead Ends.....61,000
 -Air Release measures.....MH, Hydrant
 -Tracer Wire.....12 ~~12½~~ AWG solid, PRO-TRACE HF-CCS

-Location of main in Street.....North or West

• **Hydrants**

-Type.....Waterous Pacer WB-67
 -Depth of Bury.....8½-feet
 -Maximum Coverage Radius, Residential.....500-feet
 -Maximum Coverage Radius, Commercial.....300-feet
 -Gate valve on Hydrant

leads.....Yes-at Tee

-Hydrant Nozzel.....4-inch Storz with Pentagon Nut end cap
 -Temporary dead end lines.....Hydrant required (no air bleed valves)

- **Valves**

-Resilient Seat Gate Valve, for 12-inch pipe & smaller.....American Flow Control 2500 Series
 -Butterfly Valve, for pipe over 12-inch.....Mueller Linesal III
 -Valve Box.....Tyler G-Box6860
 -Maximum area isolated by valving.....20 services
 -Maximum distance between valves on Trunk Mains.....800-feet

- **Service Pipe**

-Service Material.....Type "K" copper
 -Corporation Stop.....A.Y. McDonald 74701B
 -Curb StopA.Y. McDonald 76104
 -Curb BoxA.Y. McDonald 5614 w/rod & Mpls. top

STORM SEWER

- **Design**

-Design Frequency for Storm Sewer.....10-year
 -Minimum storm sewer design velocity.....3-fps
 -Maximum storm sewer design velocity.....15-fps
 -Maximum storm sewer outlet velocity.....5-fps
 -Minimum Outfall Pipe Slope.....Verify positive grade at completion (no reverse grade)

- **Main Pipe**

-Storm Sewer Pipe Material.....RCP
 -Minimum Cover Depth.....3-feet
 -Minimum Pipe Diameter, Main.....15-inch
 -Minimum Catch Basin Lead.....12-inch
 -Location of main in Street.....South or East

- **Culvert pipe**

-Culvert Material, urban road or crossing public road.....RCP
 -Culvert Material, rural road private driveway.....CMP
 -Minimum Culvert Size.....15-inch
 -Apron and Trash Guard Required.....Yes

- **Manholes**

-Type.....Precast Concrete
 -Sump.....Depth.....and
 Location.....4-feet, located at
street prior to discharge point
 -Minimum Structure Depth.....4-feet
 -Casting.....R-1642-B
 -Minimum Adjustment Rings.....2
 -Maximum Adjustment Rings.....1-foot

• **Catch Basins**

-Type.....Precast Concrete
 -Minimum Structure Depth.....4-feet
 -Maximum run to Catch Basin.....350-feet
 -Casting, Curb & Gutter, B Style Curb.....R-3067V
 -Casting, Area Drain.....R-4342

STORMWATER MANAGEMENT AND STORMWATER BMPs

Note: Stormwater facilities shall be in accordance with the Requirements listed herein; in accordance with the Requirements of the applicable watershed district; and in accordance with the Minnesota Pollution Control Agency NPDES Construction Storm Water Permit. In addition, all "Recommended" and "Highly Recommended" provisions of the Minnesota Stormwater Manual should be considered requirements by the City of Lake Elmo unless specifically approved otherwise by the City Engineer.

• **Site Design**

-Facility locations.....Outlots deeded to City
 -Location and Size.....above 100-year HWL
 -Building Lowest Floor above 100-year HWL.....2-feet
 -Building Lowest Opening above EOF.....1-foot
 -Minimum access road width (located in Outlot).....20-feet
 -Maximum grade for maintenance access roads.....10%
 -Setback from building foundations.....35-feet
 -Flood Protection.....Overland Emergency Overflows Required (No landlocked basins)

• **Stormwater Ponds (Detention Basins)**

-Design Frequency (DF).....2, 10, and 100-year, and 100-year 10-day snowmelt
 -Minimum Basin Depth to HWL.....3-feet
 -Maximum Pond Depth to HWL.....10-feet

-Average Permanent Pool Depth.....	4-feet to 6-feet
-Permanent Pool Length-to-Width Ratio.....	3:1 or greater
-Maintenance Bench Maximum side slope, first ten feet above Permanent Pool.....	10:1
-Aquatic Bench Maximum side slope, first ten feet into Permanent Pool.....	10:1
-Maximum side slope, beyond first ten feet.....	3:1
-Pretreatment Sediment Forebay.....	Required-10%

Pond Area

-Required freeboard.....	2-feet above HWL
-Pond Liner.....	Clay lined per VBWD specifications

• Drainage Swales

-Maximum side slopes on Swales (maximum slopes allowed only when necessary).....	3:1
-Maximum side slopes on Right-of-Way Swales.....	4:1
-Minimum longitudinal Swale grade.....	2%
-Minimum Swale depth within Right-of-Way.....	18-inches
-Minimum Bottom Width.....	4-feet

• Infiltration Facilities (Bioretention Areas and Rain Gardens)

-Inlet control from Streets.....	Use Neenah R-3067-V casting on Catch Basin (no curb cuts)
-Maintenance Agreement for public right-of-way.....	Required
-Maintenance Access Easement.....	Required
-Minimum distance from septic system or drainfield.....	35-feet
-Minimum distance from public or private well.....	50-feet
-Maximum Site Slope.....	5%
-Minimum depth to Bedrock.....	5-feet
-Minimum depth to Seasonally High Water Table.....	5-feet
-Located in "hotspot" drainage shed (i.e. gas stations).....	Prohibited
-Located in Hydrologic Soil Group D Soils.....	Prohibited
-Underdrain, Group C Soils (filtration).....	Required
-Soil infiltration rates.....	*By Field Testing at Facility Location
-Minimum In situ Permeability.....	1 inch per hour
-Maximum side slope.....	4:1
-Maximum drain dry time.....	48 hours
-Soil medium.....	MnDOT 3877 E Rooting Topsoil Borrow
-Seeding/Plantings.....	Seed per MnDOT 3876
Specifications with Type 33-261	
-Plantings.....	Planted in conformance with City approved landscape plan
	Seed to be enhanced with 1 plug per 4 Square
Feet	

Infiltration areas 10,000 sqft or greater requires 3 grass mixes for variety
Native Shrubs to be planted in conformance with City approved landscape plan

* Soil borings are required to verify infiltration rates. Borings must be taken to a depth of 520 feet below proposed infiltration basin elevation.

- Minimum 2 borings per facility up to 5,000 SF. of infiltration area.
- Minimum 3 borings per facility up to 10,000 SF. of infiltration area.

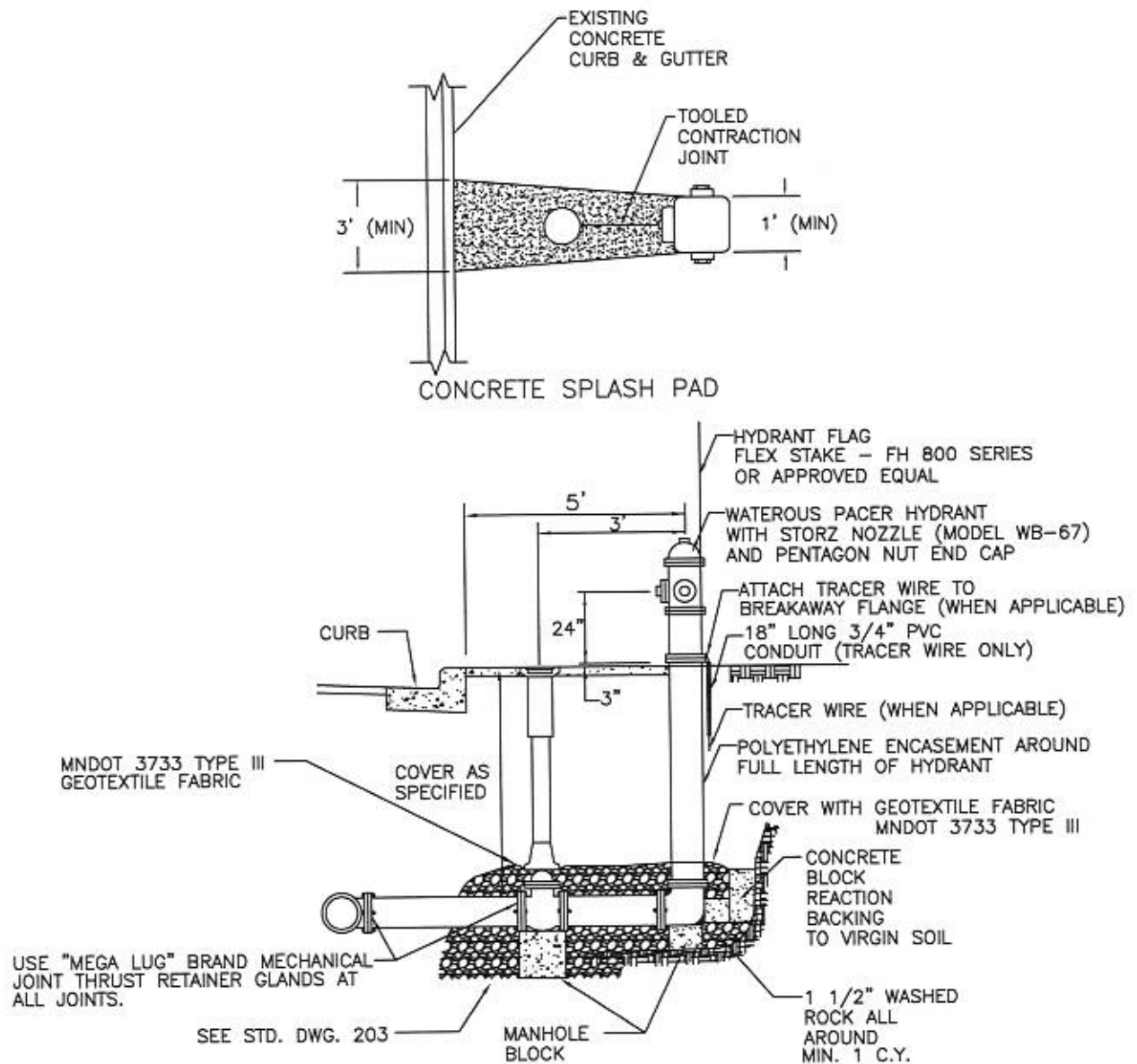
- Additional boring required for every additional 2,500 SF. of infiltration area.

- **Other Stormwater BMPs:** *The City of Lake Elmo has adopted the following additional BMPs and Low Impact Development practices for the City and promotes their use in accordance with these Engineering Design Standards and the applicable City Code.*

- **Open Space Developments in applicable Zoning Districts.**
- **Narrow Streets through minimized street width standards.**
- **Stormwater Reuse.**
- **Infiltration/filtration Practices.**
- ~~**Filtration Facilities.**~~
- **Vegetated Swales (Ribbon Curbs and Curbless Streets in applicable Zoning Districts).**
- **Temporary Erosion and Sedimentation Control using Engineering Standards Manual.**
- **Stormwater Site Design.**
 - Conservation of open spaces to protect a site's natural areas.
 - Impervious lot coverage credits for Stormwater BMPs.
 - Use of Pervious Pavements.
 - Adoption of Minimal Impact Design Standards (MIDS) to mimic predevelopment hydrology.
 - ~~Reproduce predevelopment hydrology.~~
 - Incorporation of Landscaping and use of Native Vegetation.

DETAIL PLATE NUMBERS AND PLAN NOTES

- Pipe Installation 101,103,105
- Watermain 200A,201,203,204,206,207A,207B,208,210,211
- Sanitary Sewer 300A,301,302,303,305,306,311,313,314,315
- Storm Sewer 400A,402,404,405,406,407,408,409,410,411,
411,412,416,417,419,420,421
- Pavements, Curbs, Walks 500A,501,502,504,505,506,507A,507B,507C,~~508~~,~~509~~,
507D,507E,508,509,510,511,512,513,514
- Erosion Control 600A,600B,600C,600D,601,603,604,605,606
- ~~Miscellaneous~~ 700A,706,712,713
- Typical Sections and Right-of-Way 801,804,805,806,807A,807B
- Signing/Pavement Markings/Lighting Landscaping
900A,901A,901B,902A,902B,903A,903B,904



NOTES:

1. USE MEGA LUGS ON ALL JOINTS. PROVIDE CONCRETE BLOCKING BEHIND HYDRANT AND TEE. USE COR-BLUE T BOLTS ON ALL FITTINGS.
2. PLUG WEEP HOLES IF GROUNDWATER IS PRESENT.
3. IF WEEP HOLES ARE PLUGGED, PUMPER NOZZLE CAP MUST BE PAINTED GREEN AND A TAG SHALL BE ATTACHED TO THE HYDRANT STATING "DRAIN HOLES PLUGGED".
4. SUPPLY 1 EXTRA FLEX STAKE FOR EVERY 10 HYDRANTS INSTALLED. MINIMUM ONE PER PROJECT.
5. SUPPLY 1 HYDRANT STORZ WRENCH OR HYDRANT REPAIR KIT PER PROJECT.
6. SUPPLY 1 6" HYDRANT EXTENSION AS DIRECTED BY THE ENGINEER.
7. ALL HYDRANTS NOT IN SERVICE SHALL BE COVERED WITH BLACK POLY PLASTIC.
8. CONCRETE SPLASH PAD SURFACE SHALL HAVE BROOMED FINISH.

**EXTRA STAKES AND REPAIR KITS ARE TO BE DELIVERED TO THE PUBLIC WORKS BUILDING.

TYPICAL HYDRANT LAYOUT (VALVE IN BOULEVARD)

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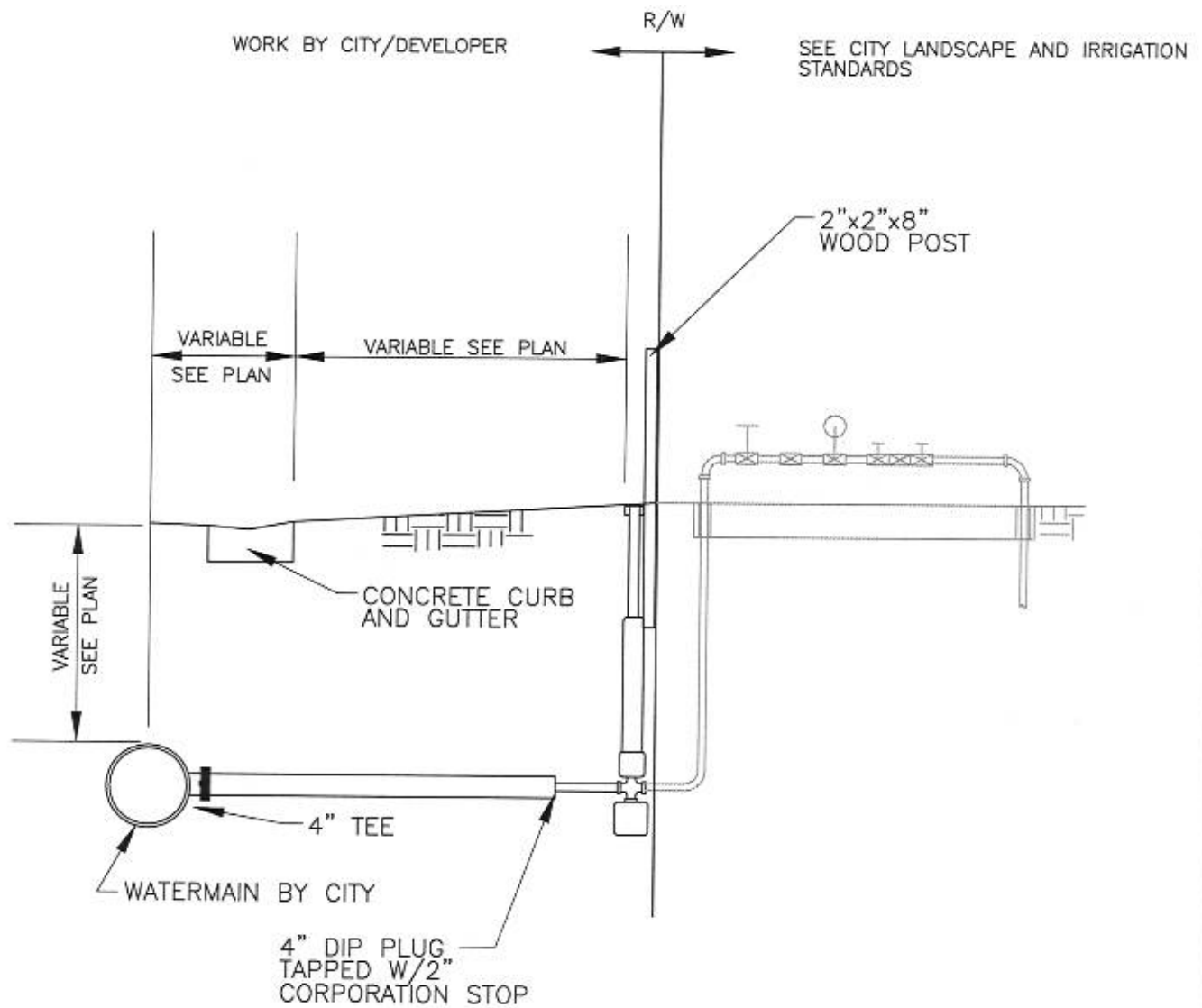
THE CITY OF
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STANDARD DRAWING NO.

201

LAKE ELMO



NOTE:

INSTALL 2" CURB STOP WITH COMPRESSION FITTING
AT THE END.

IRRIGATION SERVICE

MARCH 2017

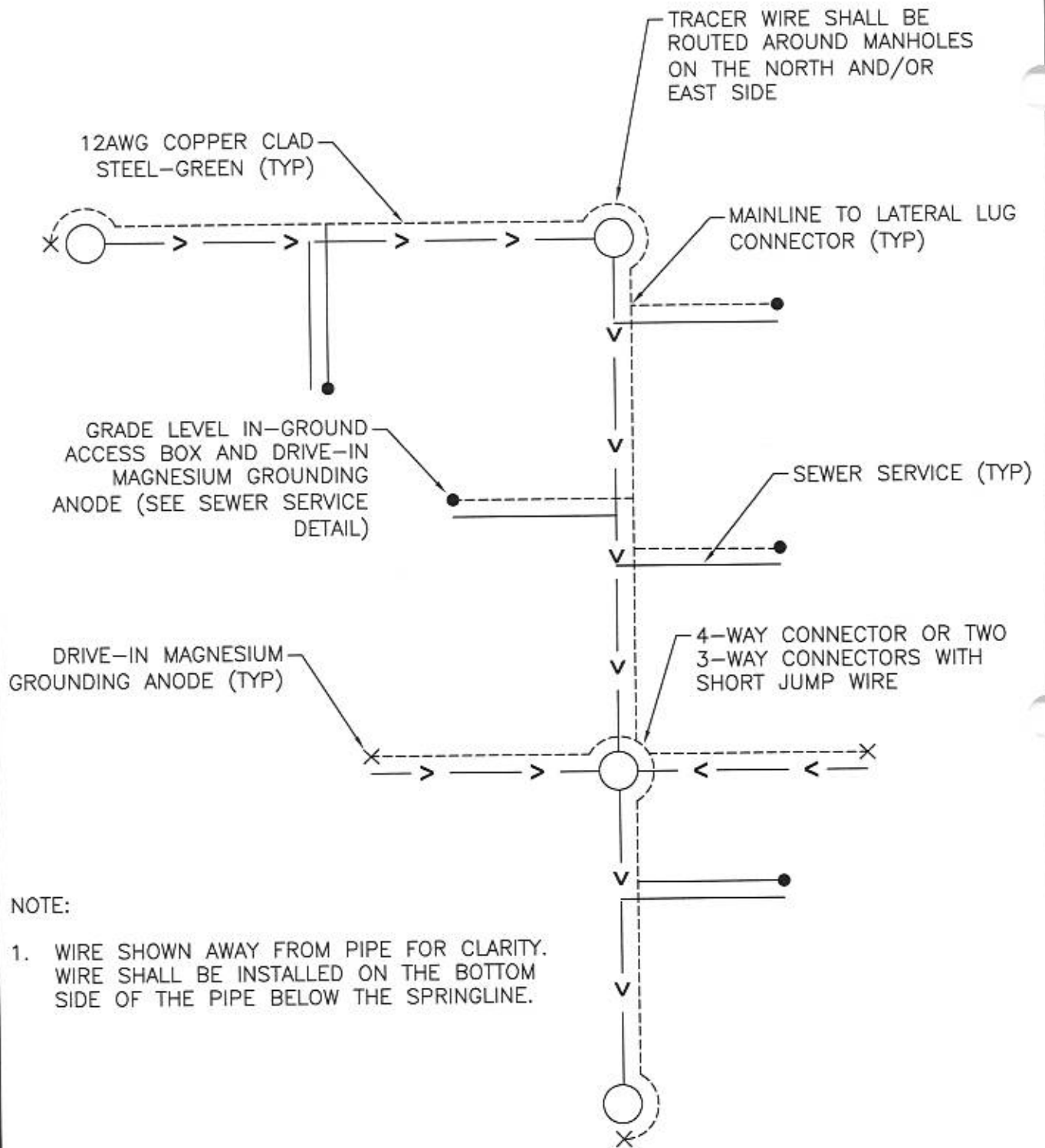


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208

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TRACER WIRE PLAN VIEW (SANITARY SEWER)

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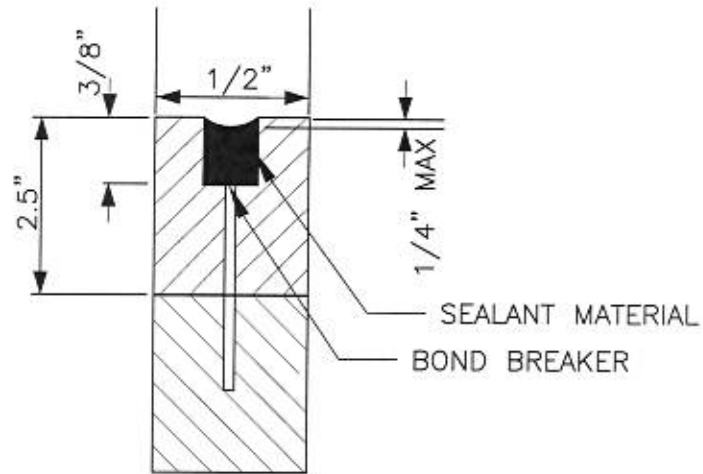
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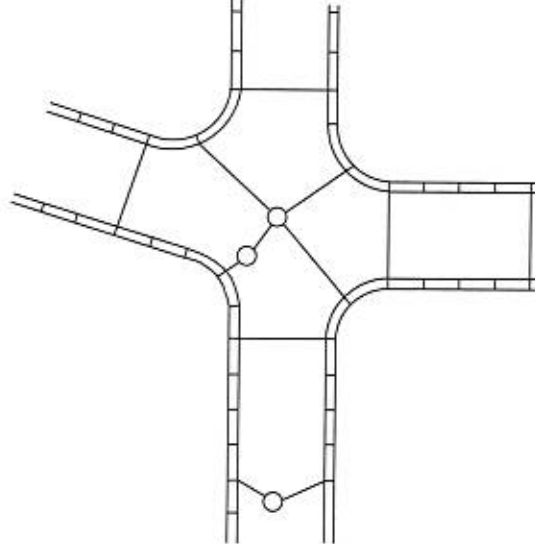
315

LAKE ELMO

SAW AND SEAL FOR NEW STREETS



SAW AND SEAL SAMPLE LAYOUT



NOTES:

1. SAW AND SEAL CUT LOCATIONS SHALL BE PLACED EVERY 40 FEET AND AT MANHOLES OR DIRECTED BY ENGINEER.
2. SAW AND SEAL CUT SHALL BE STRAIGHT AND MATCH JOINTS IN CURB AND GUTTER.
3. JOINTS TO BE BLOWN CLEAN AND DRIED WITH A HEAT LANCE IMMEDIATELY BEFORE SEALING.
4. CONTRACTOR TO SETUP AND MAINTAIN TRAFFIC CONTROL, IN ACCORDANCE WITH MUTCD APPENDIX B, INCLUDING FLAGGERS.
5. BOND BREAKER TAPE IS OPTIONAL.

SAW AND SEAL

MARCH 2017

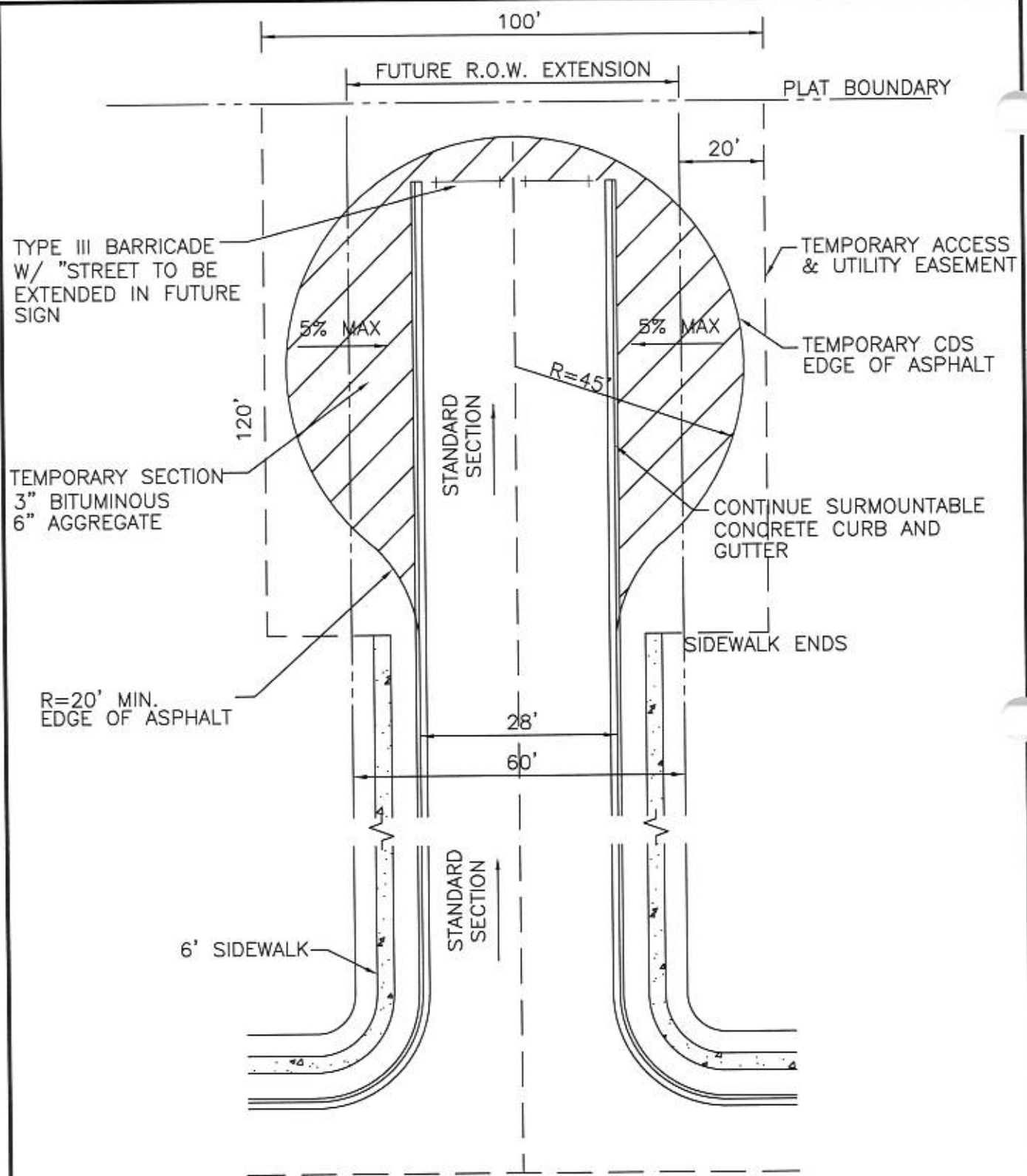


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514

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TEMPORARY CUL-DE-SAC TYPE A

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807A

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NOTE: POSITIVE DRAINAGE MUST BE MAINTAINED, BITUMINOUS CURB MAY BE USED AS NECESSARY.

TYPE III BARRICADE W/ "STREET TO BE EXTENDED IN FUTURE SIGN

TEMPORARY SECTION
3" BITUMINOUS
6" AGGREGATE BASE

R=20' MIN.
EDGE OF BITUMINOUS

6' SIDEWALK

100'

R=45'

TEMPORARY ACCESS & UTILITY EASEMENT

TEMPORARY CDS
EDGE OF BITUMINOUS

PLAT BOUNDARY
CURB & SIDEWALK END

28'

60'

STANDARD
SECTION

TEMPORARY CUL-DE-SAC TYPE B

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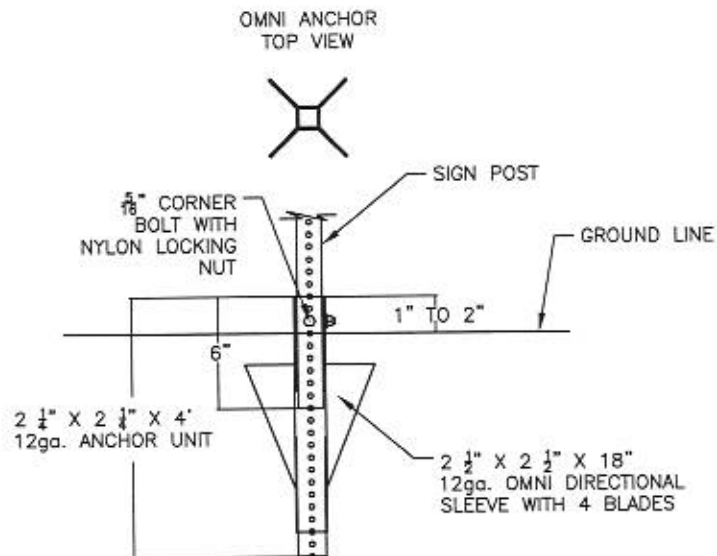
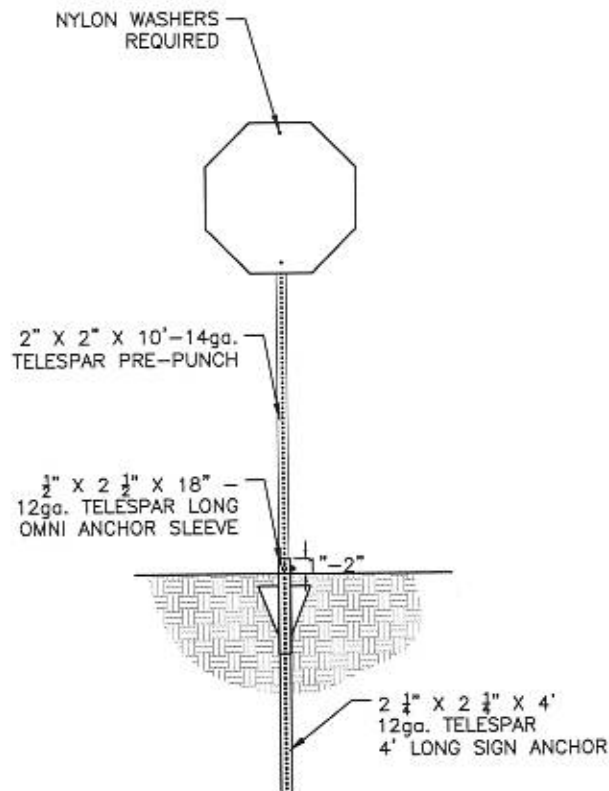


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807B

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SQUARE TUBE SIGN STANDARD WITH OMNI BASE

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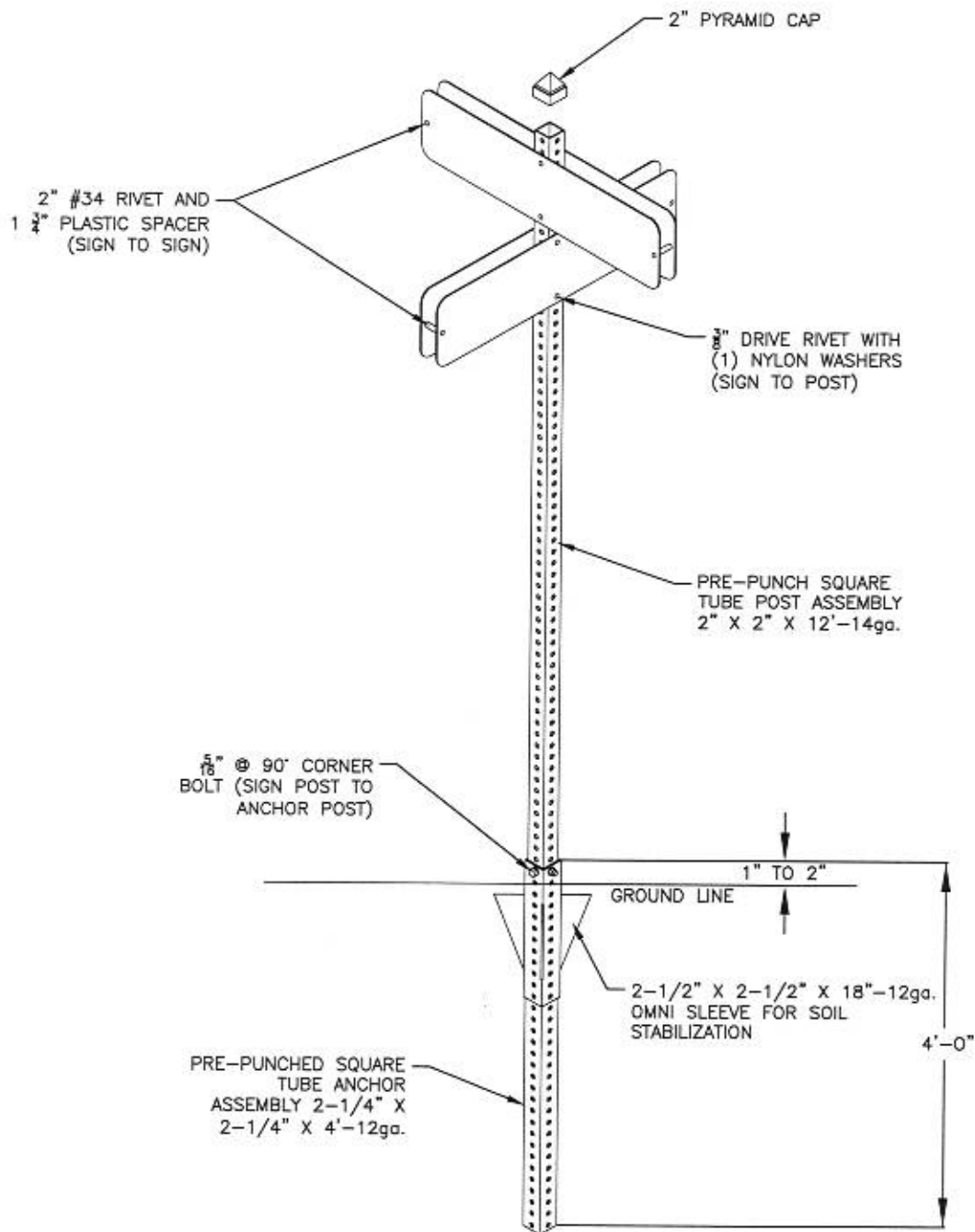


CITY OF LAKE ELMO

STANDARD DRAWING NO.

902

LAKE ELMO



SQUARE TUBE STREET NAME SIGN POST DETAIL

MARCH 2017



CITY OF LAKE ELMO

STANDARD DRAWING NO.

903

LAKE ELMO

CITY OF LAKE ELMO STANDARD DETAIL INDEX

900 SERIES - LANDSCAPE

900	TREE PROTECTION
901	STANDARD PLAN NOTES - LANDSCAPE PLANS
902a	DECIDUOUS TREE
902b	DECIDUOUS TREE ON SLOPE 5% TO 50%
903a	CONIFEROUS TREE
903b	CONIFEROUS TREE ON SLOPE 5% TO 50%
904a	SHRUB
904b	SHRUB ON SLOPE 5% TO 50%

950 SERIES - IRRIGATION

950a	IRRIGATION WATER SUPPLY (MUNICIPAL)
950b	2-WIRE PEDESTAL IRRIGATION CONTROLLER
951a	TYPICAL DRIPLINE LAYOUT
951b	TYPICAL DRIPLINE CONFIGURATIONS
951c	IRRIGATION DRIP ZONE CONTROL
951d	IRRIGATION DRIPLINE POP-UP OPERATOR INDICATOR
951e	IRRIGATION DRIPLINE FLUSH VALVE
951f	DECIDUOUS TREE DRIPLINE WATERING RINGS
951g	CONIFEROUS TREE DRIPLINE WATERING RINGS
951h	CENTER MEDIAN LANDSCAPE IRRIGATION
952a	IRRIGATION VALVE W/ SOLENOID & DECODER
952b	IRRIGATION QUICK COUPLER VALVE
953a	3/4-INCH OUTLET OR SMALLER IRRIGATION ROTOR TYPE SPRINKLER W/ SWING JOINT
953b	4-INCH TO 12-INCH POP-UP HEIGHT IRRIGATION SPRAY TYPE SPRINKLER W/ SWING JOINT
953c	BROADCAST IRRIGATION IN THE VICINITY OF CONIFERS
953d	BOULEVARD LANDSCAPE IRRIGATION

APRIL 2017



CITY OF LAKE ELMO

STANDARD DRAWING NO.

INDEX

LAKE ELMO

Notes:

1-All Tree Protection measures to be field staked prior to installation. Contractor to coordinate field review of proposed Tree Protection locations with the City and project Landscape Architect prior to any Tree Protection installation.

2- See specifications for additional tree protection requirements.

3- If there is no existing irrigation, see specifications for watering requirements.

Crown Dripline or other limit of Tree Protection Area;
See Tree Preservation Plan for Fence alignment

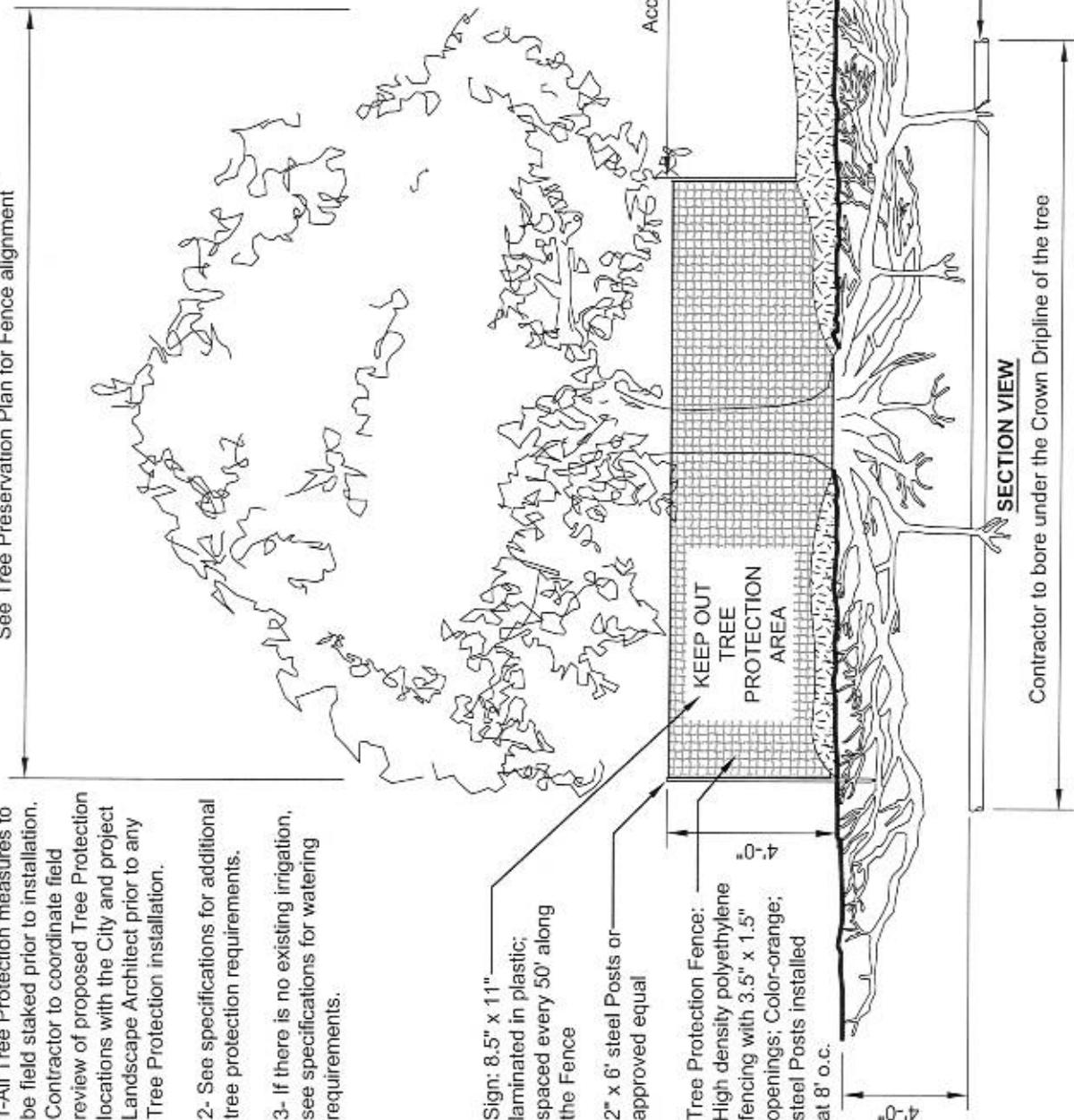
Notes (cont.):

4- No pruning shall be performed except by approved certified arborist.

5- No equipment shall operate inside the protective fencing including during Fence installation and removal.

6- See Site Preparation Plan for any modifications with the Tree Protection Area.

7- No Wood Chips supplied from diseased trees (elm, ash etc.) or invasive species such as buckthorn.



TREE PROTECTION

900

THE CITY OF
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CITY OF LAKE ELMO

STANDARD DRAWING NO.

900

LAKE ELMO

STANDARD PLAN NOTES

LANDSCAPE PLANS

1. Contractor must contact Gopher State One Call 811 (www.gopherstateonecall.org) prior to tree staking and planting operations to verify underground utilities. Where private utilities exist on-site the Contractor is required to have those located as well.
2. Plant materials shall meet American Standard for Nursery Stock: ANSI Z60.1, latest edition.
3. No plant substitutions shall be made without the prior written authorization from the City.
4. All tree locations to be field staked prior to installation. Contractor to coordinate field review of proposed tree locations with the City and Project Landscape Architect prior to any tree installation.
5. All plants shall be planted immediately upon arrival to project site. No plant material is to be left overnight on the project site without being installed unless written approval by City.
6. All trees, shrubs, perennials, turf lawn and native seeding to have a two-year warranty beginning upon written acceptance by the City. Defective plants as determined by the City shall be replaced within 30 days of notice during the growing season, and replacement materials shall receive the same two year warranty until plants are successfully established.
7. Contractor to protect and maintain all plantings and plant beds, including protection from wildlife, weeding, re-mulching, fertilization, irrigation and all other typical forms of horticultural care until the end of the warranty period as determined and approved by City.
8. All plants installed and maintained on City property shall be in accordance with City of Lake Elmo Bee-Safe Resolution No. 2015-13.
9. An irrigation system or other water supply adequate to support the specified plant materials shall be provided.

APRIL 2017



CITY OF LAKE ELMO

STANDARD DRAWING NO.

901

LAKE ELMO

Notes:

1- Refer to specification 329000 for additional requirements.

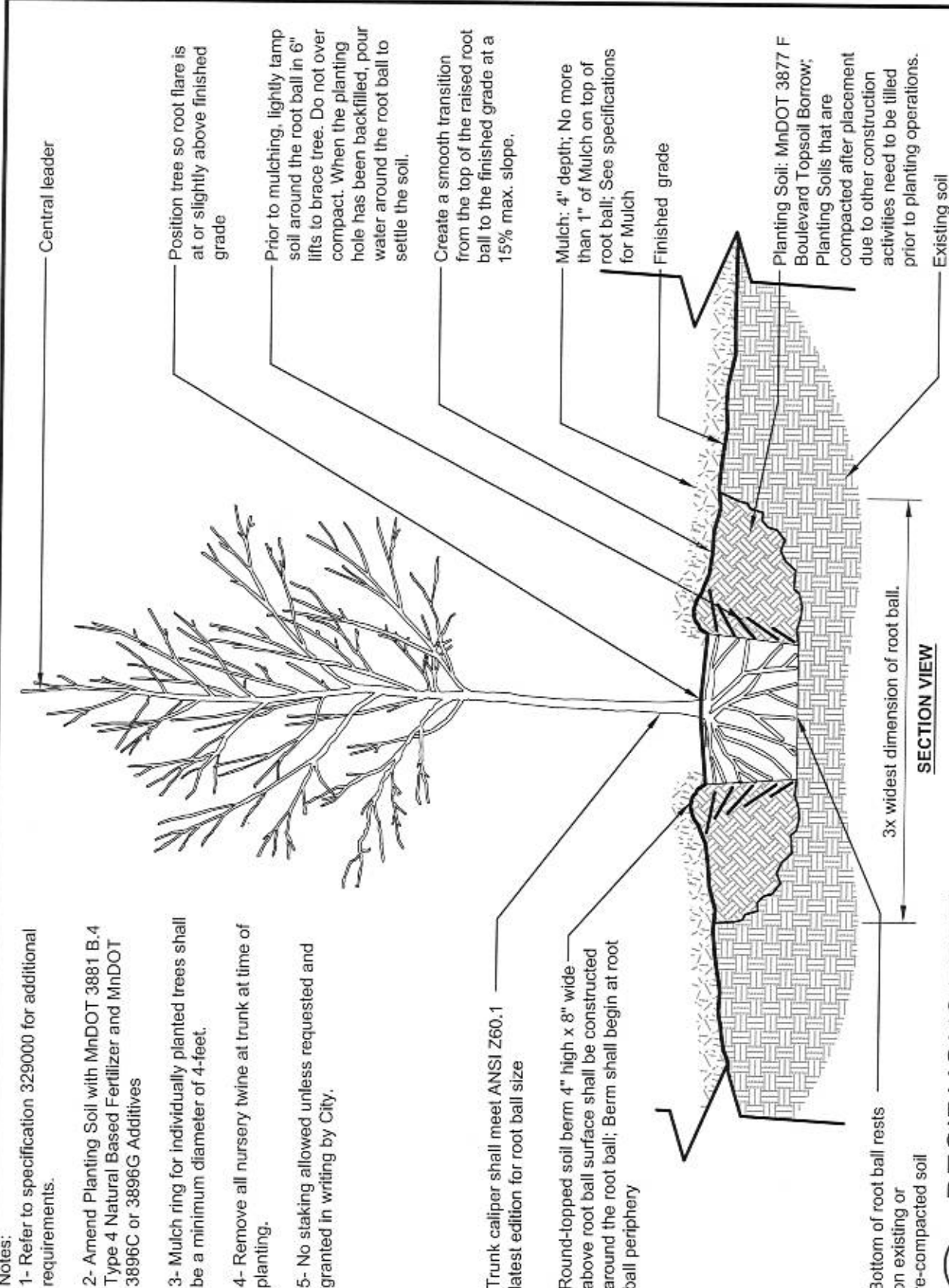
2- Amend Planting Soil with MnDOT 3881 B.4 Type 4 Natural Based Fertilizer and MnDOT 3896C or 3896G Additives

3- Mulch ring for individually planted trees shall be a minimum diameter of 4-feet.

4- Remove all nursery twine at trunk at time of planting.

5- No staking allowed unless requested and granted in writing by City.

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DECIDUOUS TREE

902a

STANDARD DRAWING NO.

902a

LAKE ELMO

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CITY OF LAKE ELMO

Notes:

1- Refer to specification 329000 for additional requirements.

2- Amend Planting Soil with MnDOT 3881 B.4 Type 4 Natural Based Fertilizer and MnDOT 3896C or 3896G Additives

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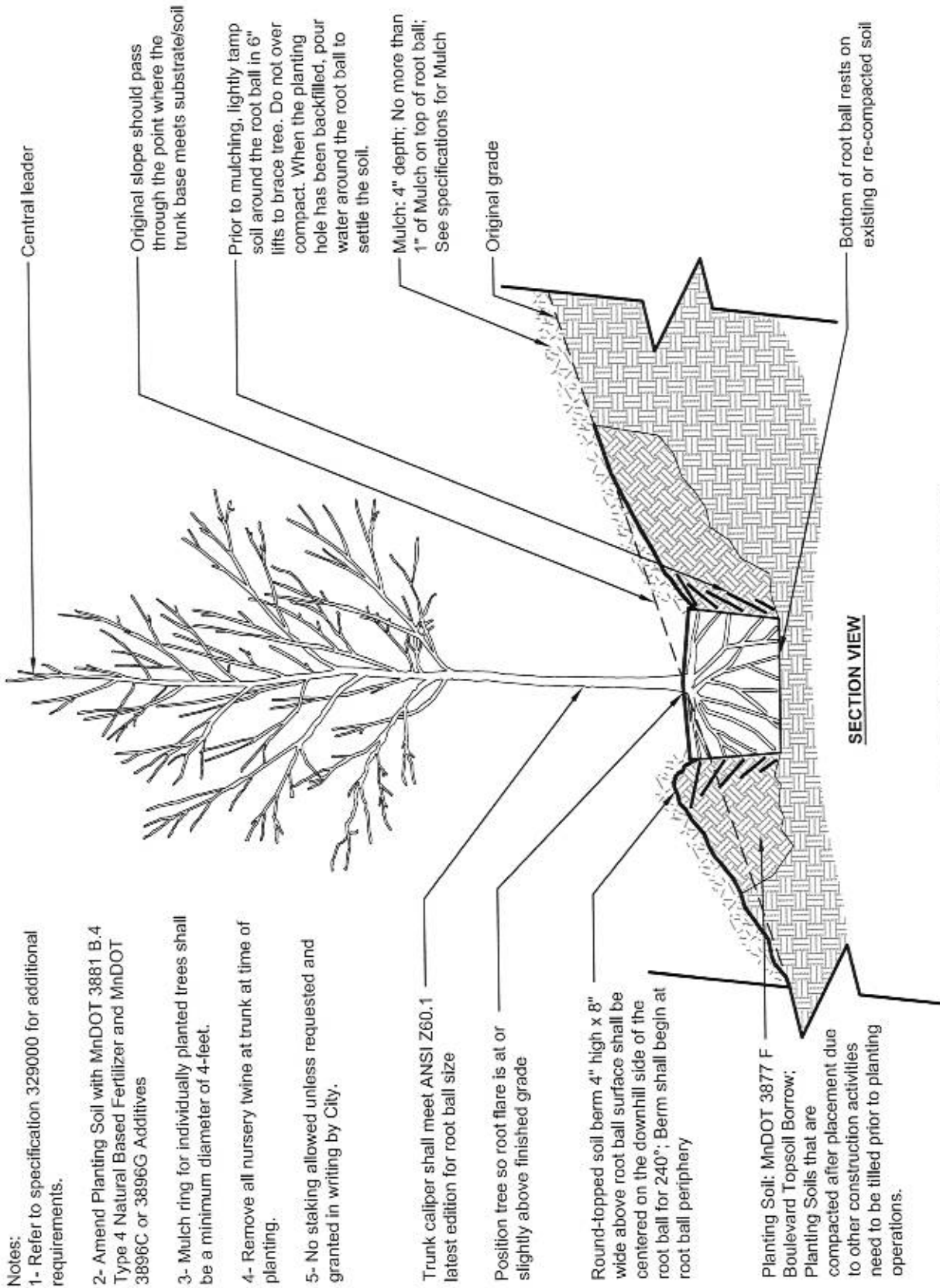
THE CITY OF
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STANDARD DRAWING NO.

902b

LAKE ELMO



DECIDUOUS TREE ON SLOPE 5% TO 50%

902b

Notes:

1- Refer to specification 329000 for additional requirements.

2- Amend Planting Soil with MnDOT 3881 B.4 Type 4 Natural Based Fertilizer and MnDOT 3896C or 3896G Additives

3- Mulch ring for individually planted trees shall be a minimum diameter of 6-feet or to extent of lower limbs whichever is greater.

4- Remove all nursery twine at trunk at time of planting.

5- No staking allowed unless requested and granted in writing by City.

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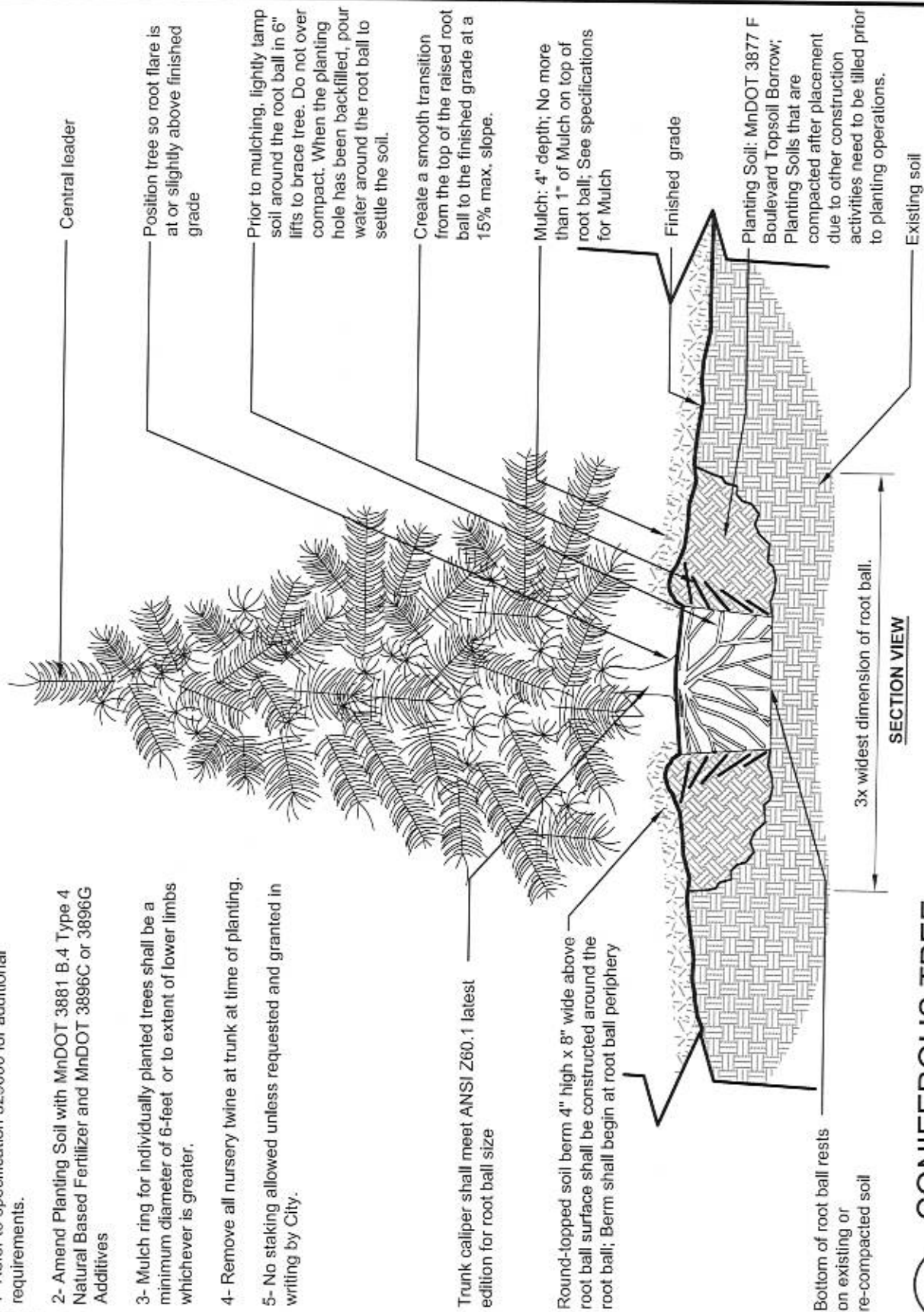


CITY OF LAKE ELMO

STANDARD DRAWING NO.

903a

LAKE ELMO



CONIFEROUS TREE

903a

Notes:

- 1- Refer to specification 329000 for additional requirements.
- 2- Amend Planting Soil with MnDOT 3881 B.4 Type 4 Natural Based Fertilizer and MnDOT 3896C or 3896G Additives
- 3- Mulch ring for individually planted trees shall be a minimum diameter of 6-feet or to extent of lower limbs whichever is greater.
- 4- Remove all nursery twine at trunk at time of planting.
- 5- No staking allowed unless requested and granted in writing by City.

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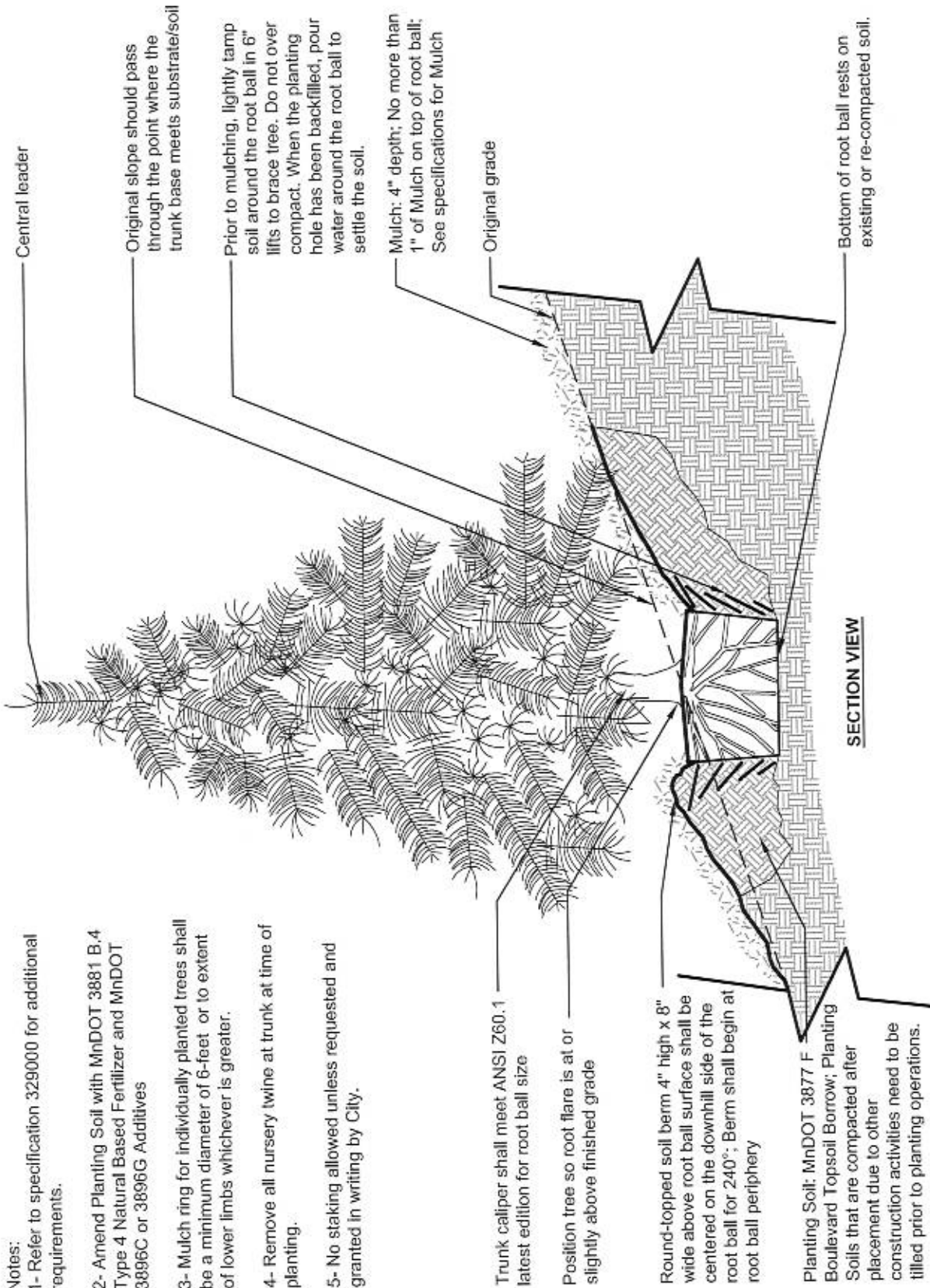


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STANDARD DRAWING NO.

903b

LAKE ELMO



CONIFEROUS TREE ON SLOPE 5% TO 50%

903b

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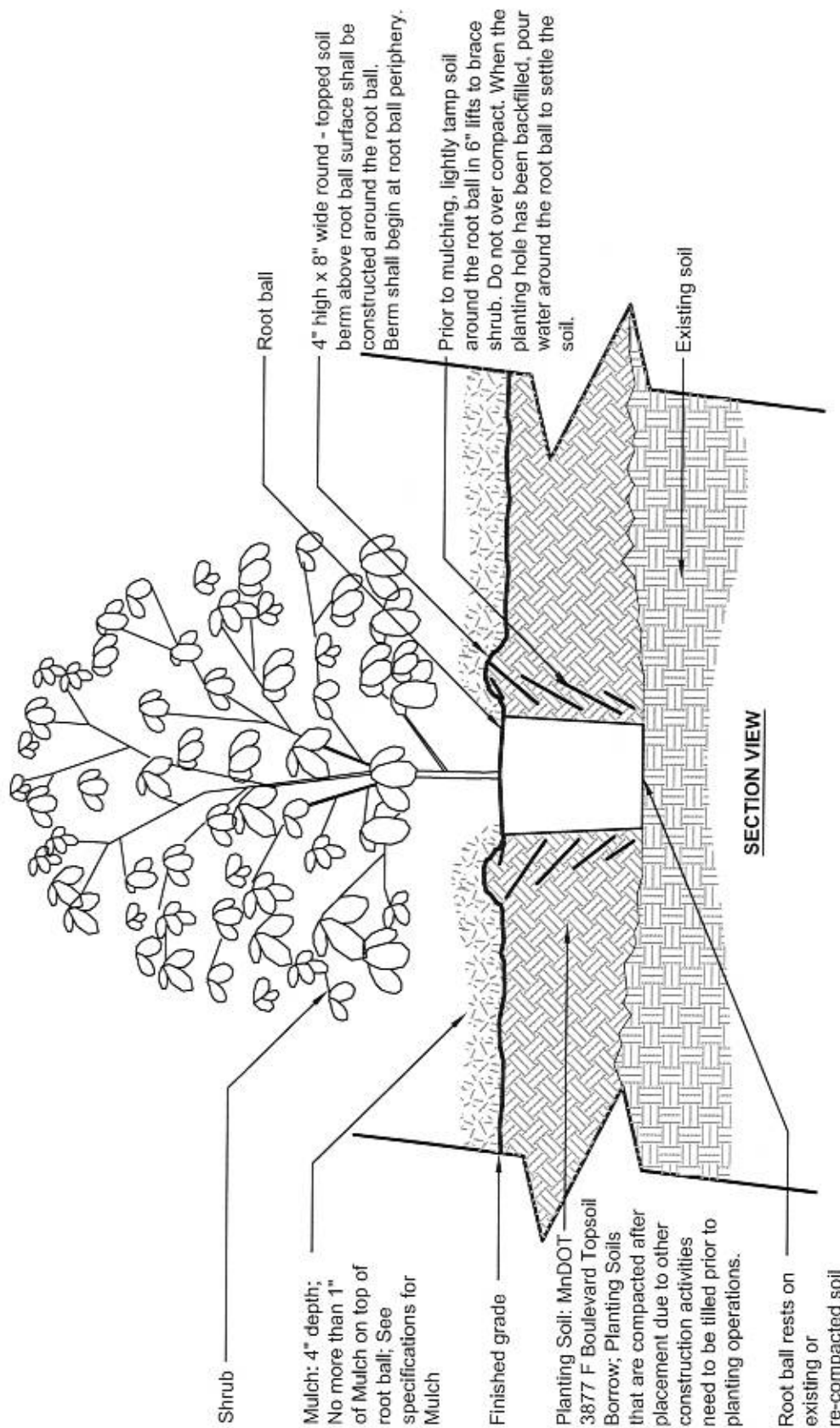
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STANDARD DRAWING NO.

904a

LAKE ELMO



Notes:

1- Refer to specification 329000 for additional requirements.

2- Shrubs shall be of quality as prescribed in the root observations detail and specification.

SHRUB

904a

APRIL 2017

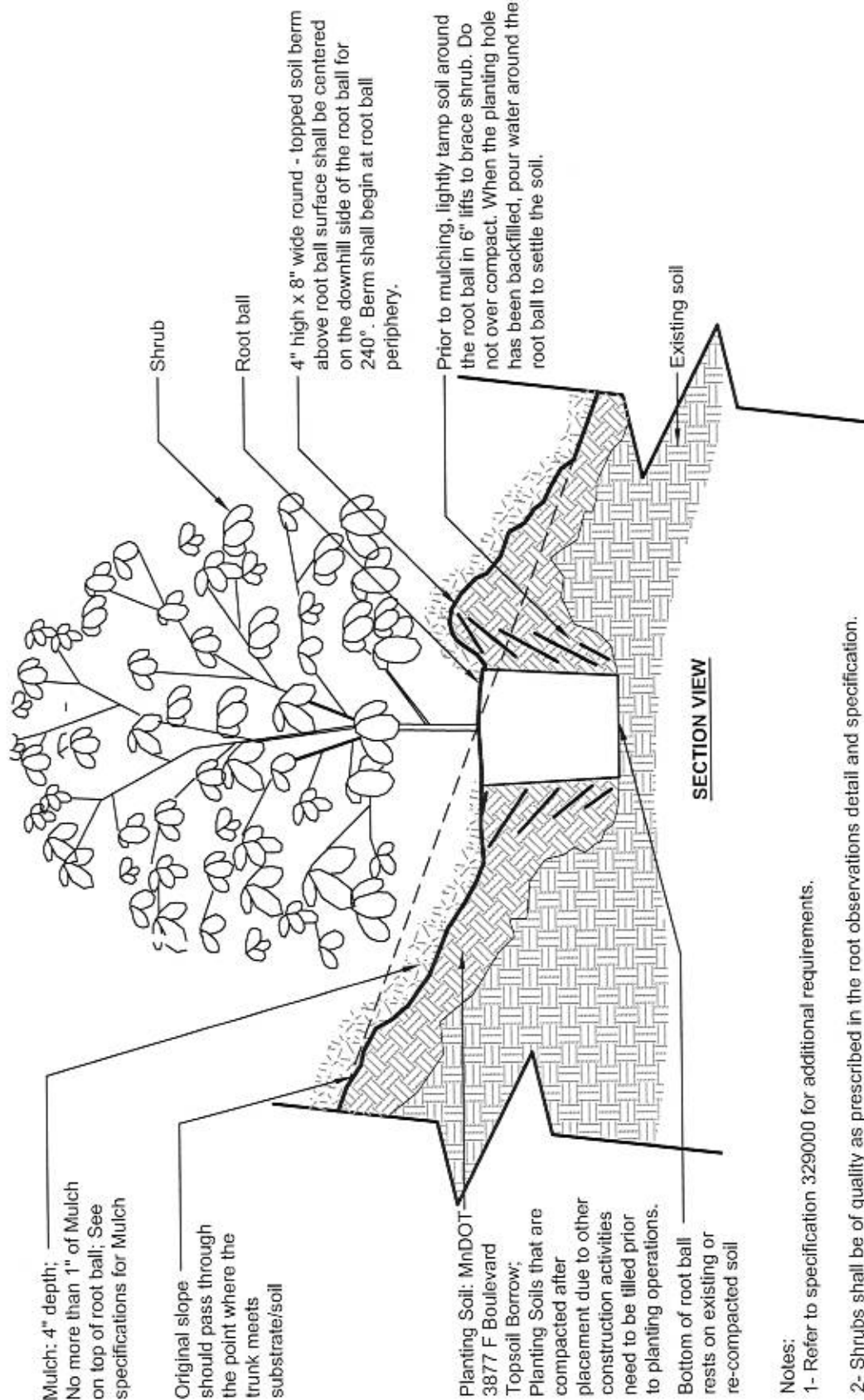


CITY OF LAKE ELMO

STANDARD DRAWING NO.

904b

LAKE ELMO



Notes:

1- Refer to specification 329000 for additional requirements.

2- Shrubs shall be of quality as prescribed in the root observations detail and specification.

SHRUB ON SLOPE 5% TO 50%

904b

MARCH 2017



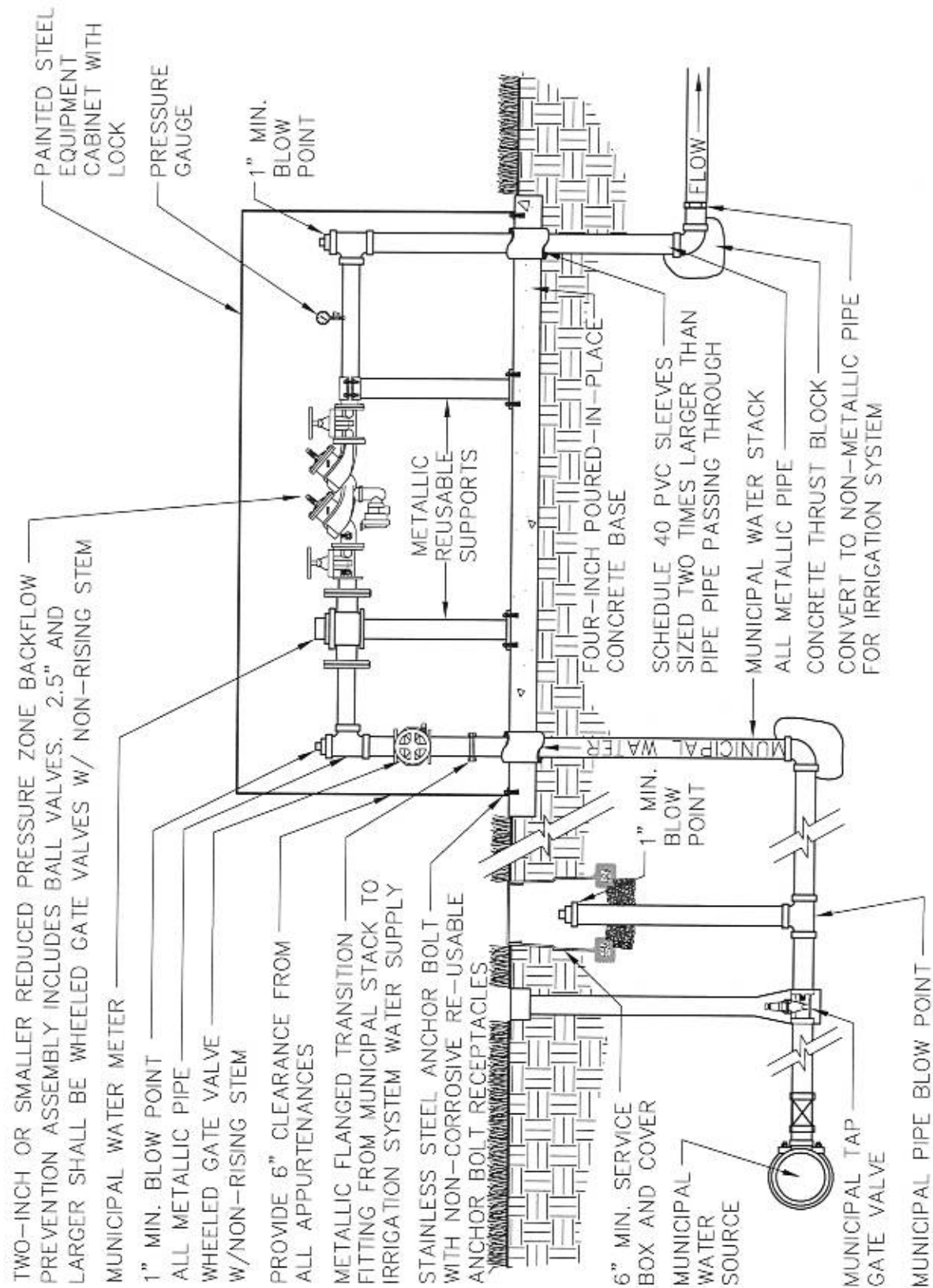
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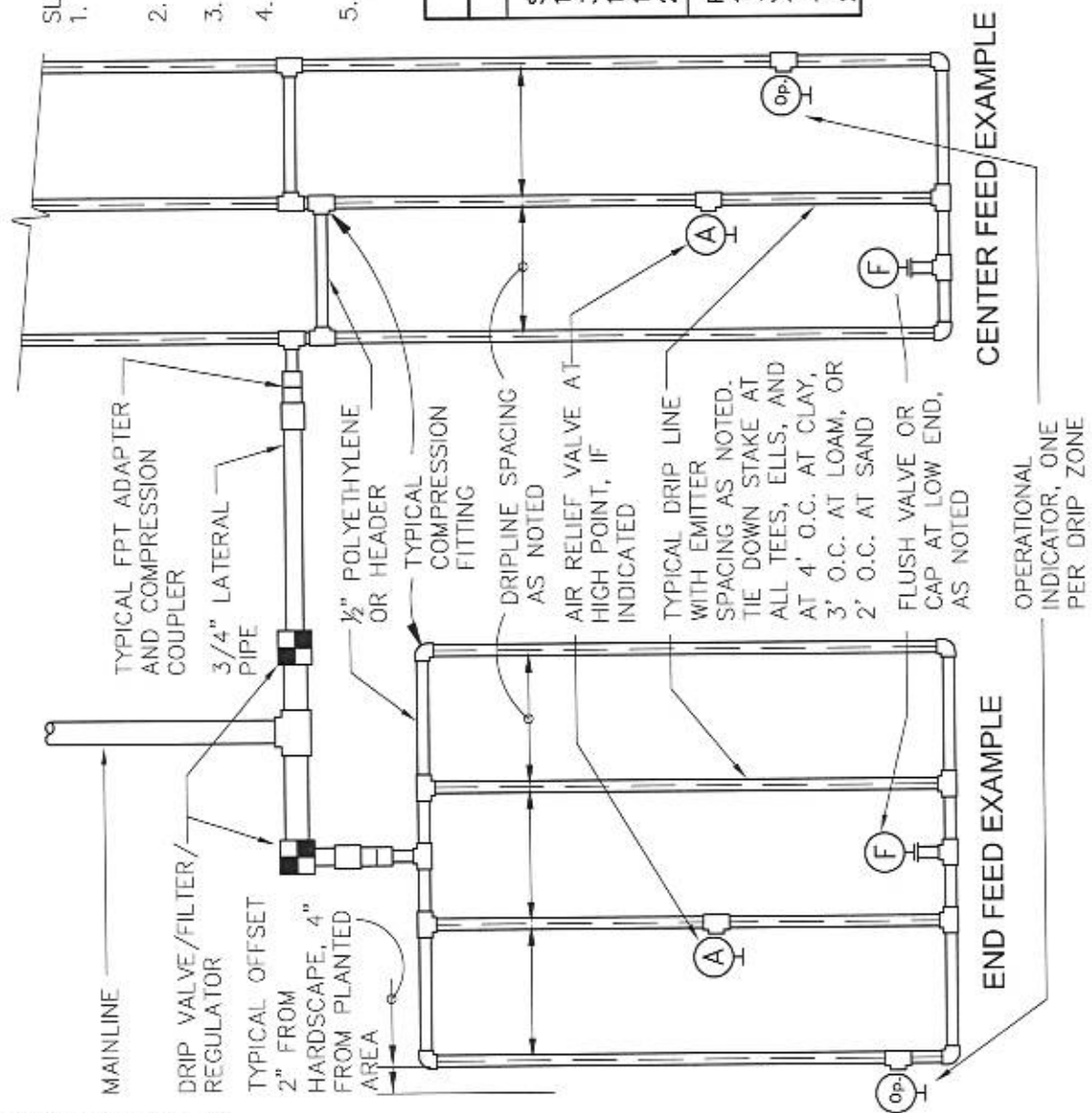
950a

LAKE ELMO

950a



IRRIGATION WATER SUPPLY (MUNICIPAL)



- SLOPED CONDITION NOTE:
 1. DRIPLINE LATERALS SHOULD FOLLOW THE CONTOURS OF THE SLOPE WHENEVER POSSIBLE.
 2. INSTALL AIR RELIEF VALVE AT HIGHEST POINT.
 3. NORMAL SPACING WITHIN THE TOP 1/3 OF SLOPE.
 4. INSTALL DRIPLINE AT 25% GREATER SPACING AT THE BOTTOM 1/3 OF THE SLOPE.
 5. ZONE THE BOTTOM 1/3 ON A SEPARATE VALVE.

MAXIMUM FLOW PER ZONE		
MAX GPM	PSI	LOSS
SCHEDULE 40 PVC HEADER SIZE		
1/2"	4.7 GPM	7.7 PSI
3/4"	8.3 GPM	5.6 PSI
1"	13.5 GPM	4.2 PSI
1-1/2"	33.9 GPM	2.9 PSI
2"	52.4 GPM	1.9 PSI
POLY PIPE HEADER SIZE		
1/2"	4.7 GPM	8.8 PSI
3/4"	8.3 GPM	6.3 PSI
1"	13.5 GPM	4.8 PSI
1-1/2"	31.8 GPM	2.9 PSI
2"	52.4 GPM	2.2 PSI

TYPICAL DRIPLINE LAYOUT

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951a

LAKE ELMO

951a

MARCH 2017

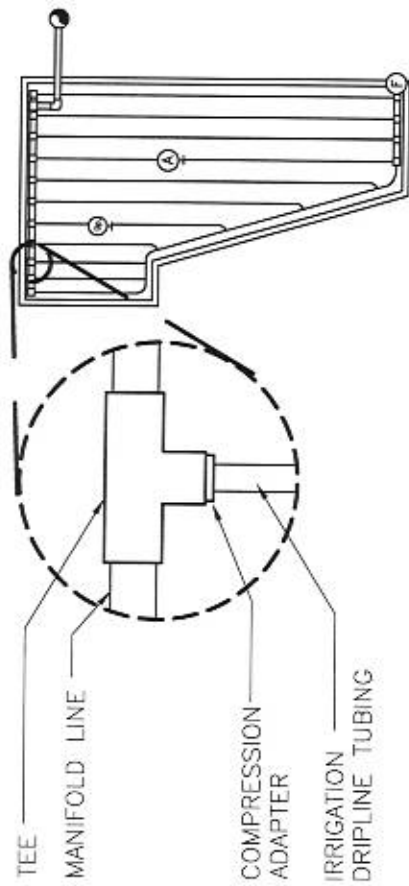
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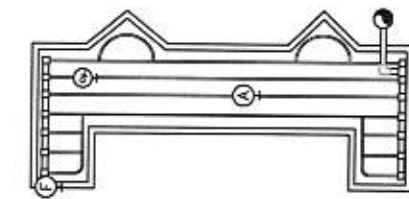
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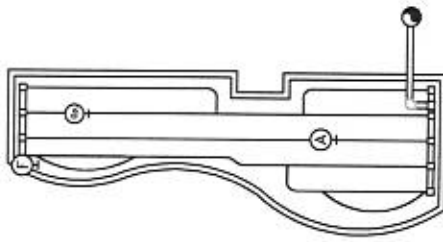
LAKE ELMO



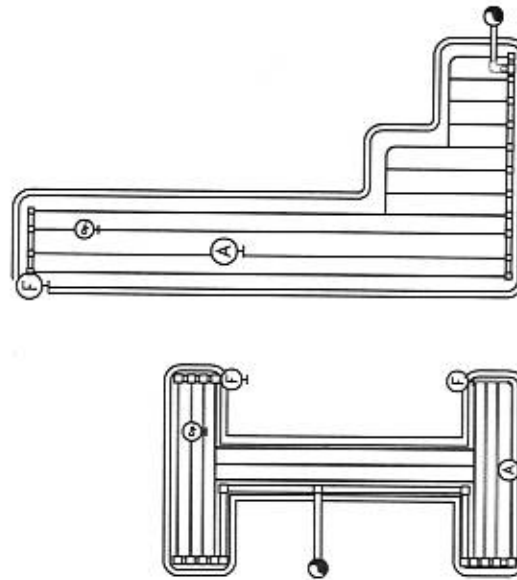
POLYGON SHAPED



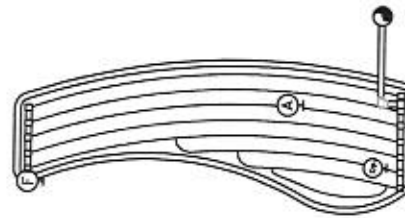
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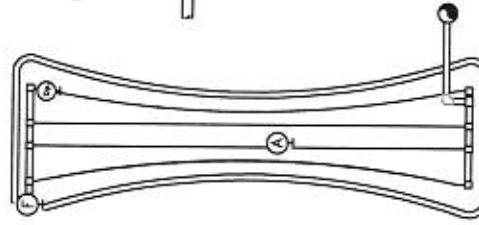
ODD SHAPED



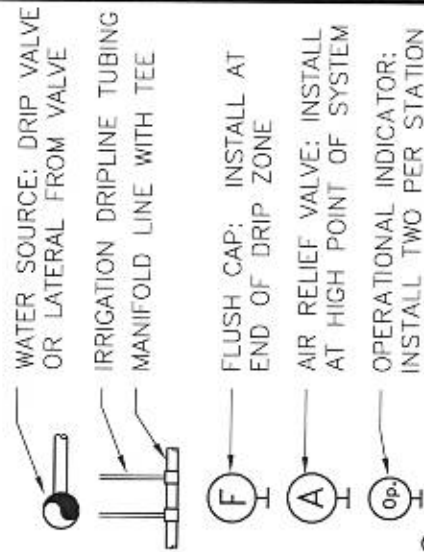
DOGBONE SHAPED



CURVED POLYGON



HOURLASS SHAPED

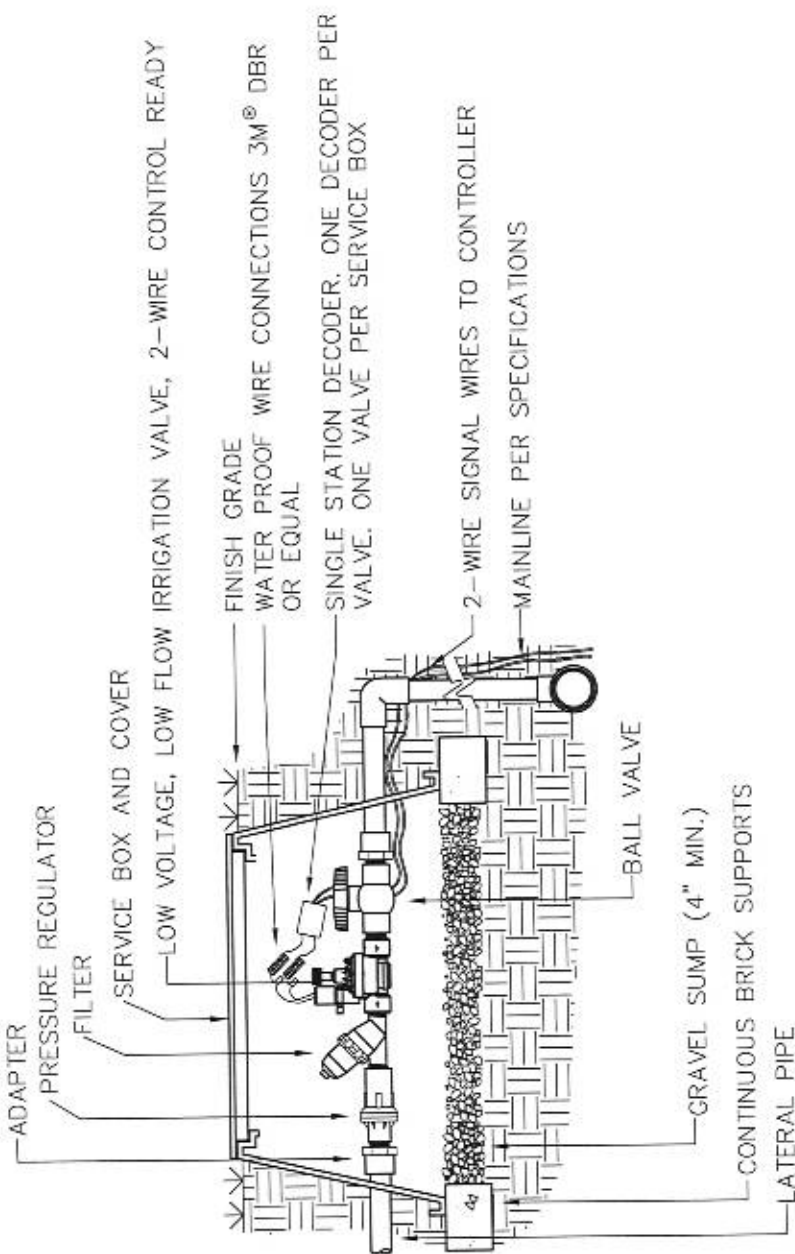


NOTE:

- DO NOT EXCEED 2000 SF PER DRIP GRID STATION

TYPICAL DRIPLINE CONFIGURATIONS

951b



NOTE:

1. INSTALLATION TO BE COMPLETED IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS AND BEST PRACTICES.
2. SET SERVICE BOXES AT FINAL GRADE OR HIGHER AS TOPOGRAPHY REQUIRES SO THAT THEY ARE VISIBLE BUT NOT A HAZARD.
3. SERVICE BOX BOTTOMS SHALL BE SUPPORTED ON BRICKS OR SUITABLE HARD MATERIAL AND PLACED NEATLY AND IN WORKMANLIKE FASHION.
4. INSTALL EQUIPMENT IN APPROPRIATELY-SIZED SERVICE BOXES. ONE DEVICE PER BOX AND LOCATED TO ENABLE SERVICING OF DEVICE. SEE IRRIGATION SPECIFICATION.
5. UTILIZE SERVICE BOX EXTENSION KITS AS REQUIRED.
6. ADD FOUR-INCHES OF 3/4-INCH CRUSHED GRAVEL SUMP PER BOX.
7. ALLOW FOR NOT LESS THAN 24" WIRE SLACK COILED NEATLY IN SERVICE BOX.
8. GROUND DECODERS AND/OR 2-WIRE PATH PER MANUFACTURER RECOMMENDATIONS.

IRRIGATION DRIP ZONE CONTROL

951c

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951c

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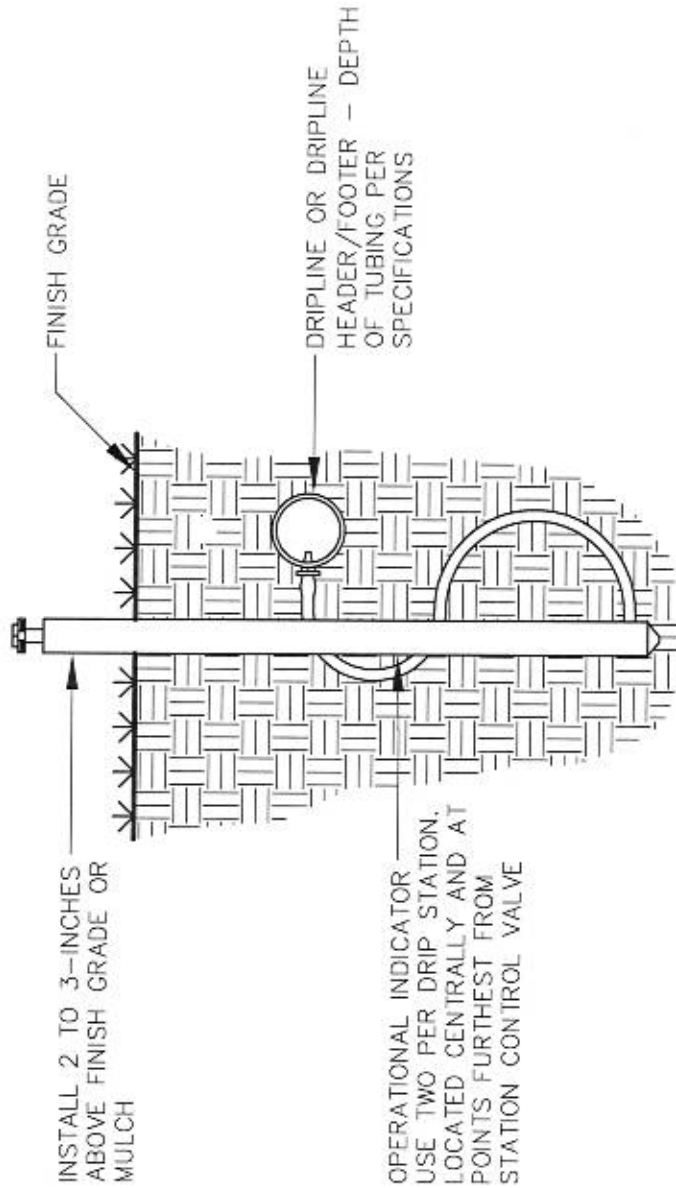


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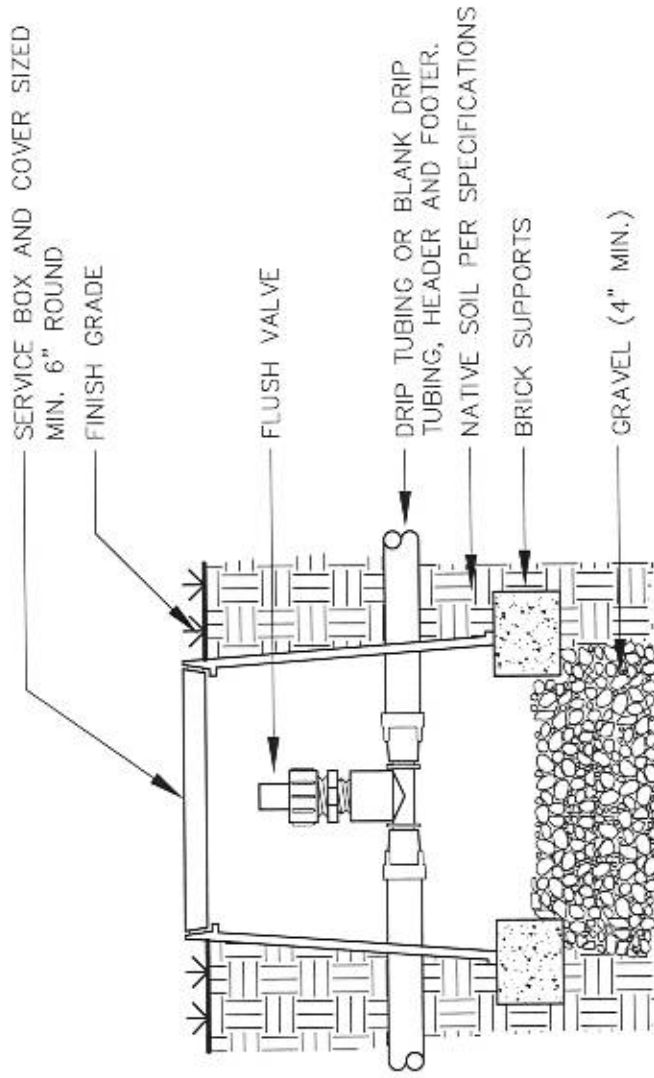
LAKE ELMO



NOTE:

1. INSTALLATION TO BE COMPLETED IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS AND BEST PRACTICES.
2. INSTALL POP-UP OPERATION INDICATORS UPON EACH CORRESPONDING IRRIGATION STATION IN LOCATIONS THAT WILL BE VISIBLE AT A DISTANCE, BUT NOT A TRIPPING HAZARD.
3. POP-UP OPERATION INDICATOR WILL SIGNAL OPERATING STATION(S). INDICATOR WILL ALSO FURNISH EVIDENCE OF POTENTIAL DAMAGE TO STATION IF NOT OR PARTIALLY ELEVATED DURING OPERATION.

951d IRRIGATION DRIPLINE POP-UP OPERATION INDICATOR



NOTE:

1. INSTALLATION TO BE COMPLETED IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS AND BEST PRACTICES.
2. LOCATE FLUSH CAP ASSEMBLY AT LOW POINTS.
3. USE ONE FLUSH VALVE FOR EVERY 7 GPM PER ZONE, LOGICALLY SPACED.
4. FLUSH RATE IS 0.8 GPM.
5. FLUSH PRESSURE IS 2 PSI.
6. THE SYSTEM SHALL BE FLUSHED THOROUGHLY AFTER REPAIRS OR ALTERATIONS ARE MADE TO THE IRRIGATION COMPONENTS. FLUSH CAPS SHALL NOT BE MANIPULATED AS FLUSH POINTS.

IRRIGATION DRIPLINE FLUSH VALVE

951e

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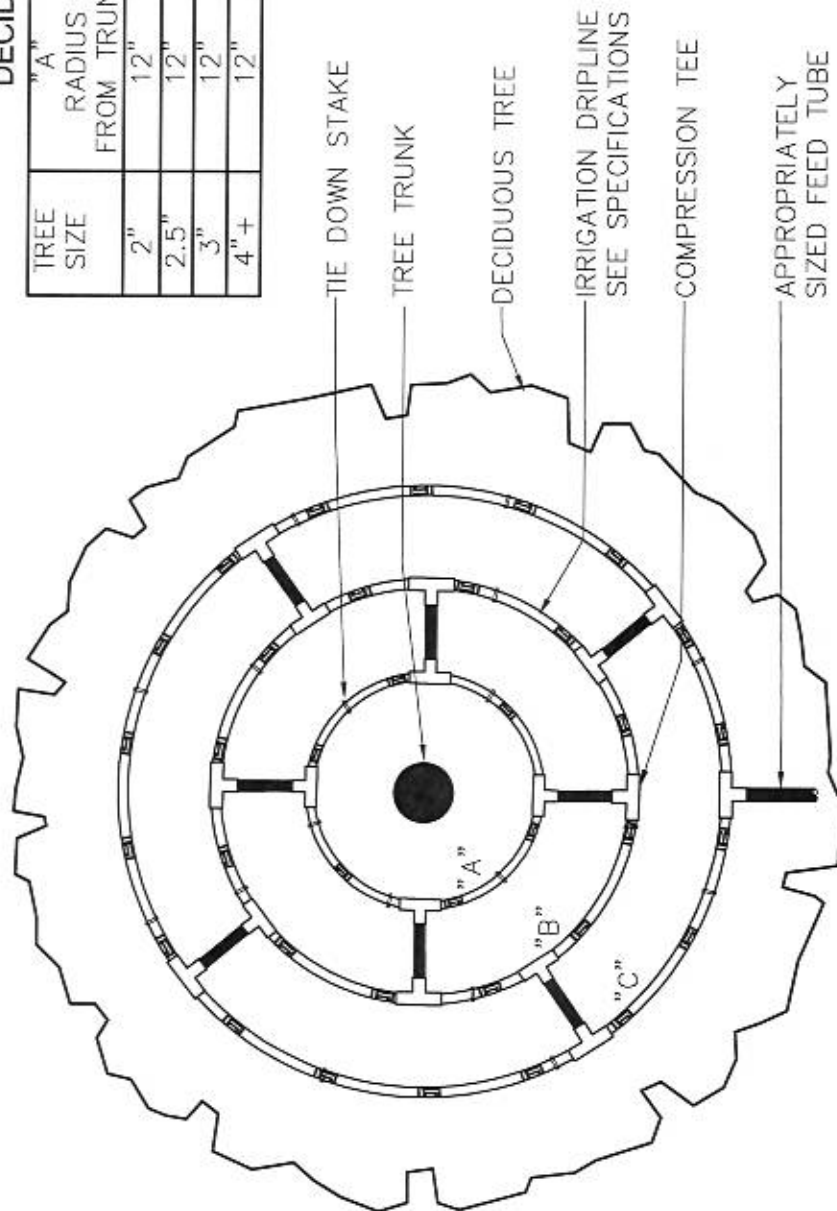
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951e

LAKE ELMO

DECIDUOUS TREES

TREE SIZE	"A" RADIUS FROM TRUNK	"B" RADIUS FROM TRUNK	"C" RADIUS FROM TRUNK
2"	12"	24"	
2.5"	12"	24"	
3"	12"	24"	36"
4"+	12"	24"	36"



NOTES:

1. ASSEMBLE DRIPLINE IN COMPLIANCE WITH MANUFACTURER RECOMMENDATIONS
2. TREE SIZE REFERENCE—AMERICAN STANDARD FOR NURSERY STOCK Z60.1—2014 OR CURRENT.
3. TREE WATERING SHALL OCCUR VIA IRRIGATION STATIONS INDEPENDENT OF OTHER PLANT MATERIAL.
4. QUANTITY OF DRIPLINE RINGS, EMITTER SPACING AND FLOWS ARE DEPENDENT ON TREE CALIPER SIZE. SEE GUIDANCE CHART.
5. DRIPLINE EMITTERS SHALL BE 12" MANUFACTURER-SPACED.
6. DRIPLINE RINGS SHALL BE SPACED NOT GREATER THAN 12".
7. TIE DOWN STAKES SHALL BE SPACED NOT GREATER THAN 18" OR AS CONDITIONS DICTATE.
8. WATERING FREQUENCY AND DURATION SHALL BE A FUNCTION OF IRRIGATION SCHEDULING.

DECIDUOUS TREE DRIPLINE WATERING RINGS

951f

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951f

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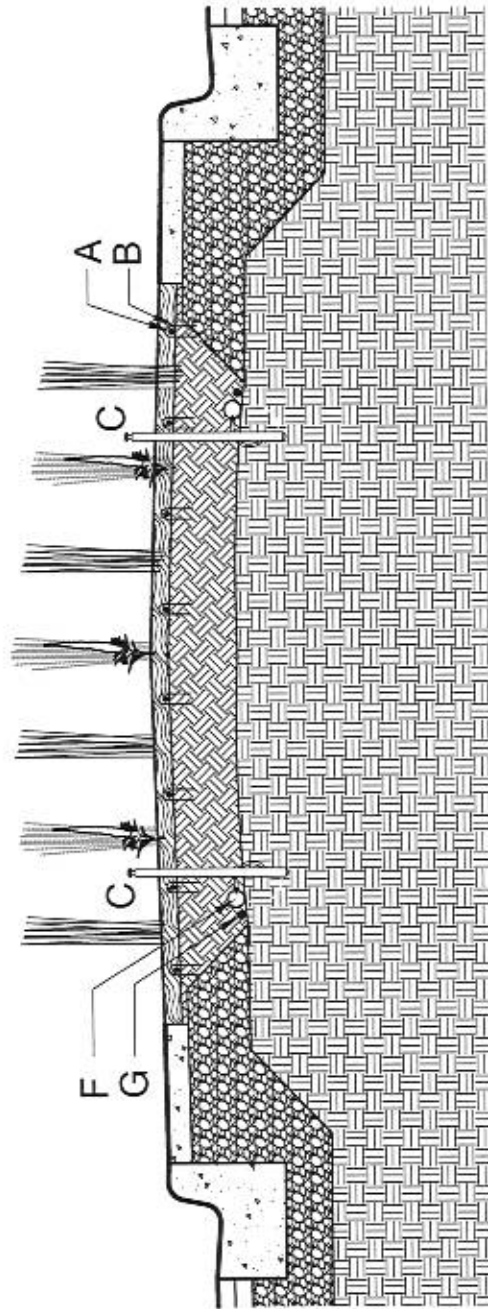
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LAKE ELMO

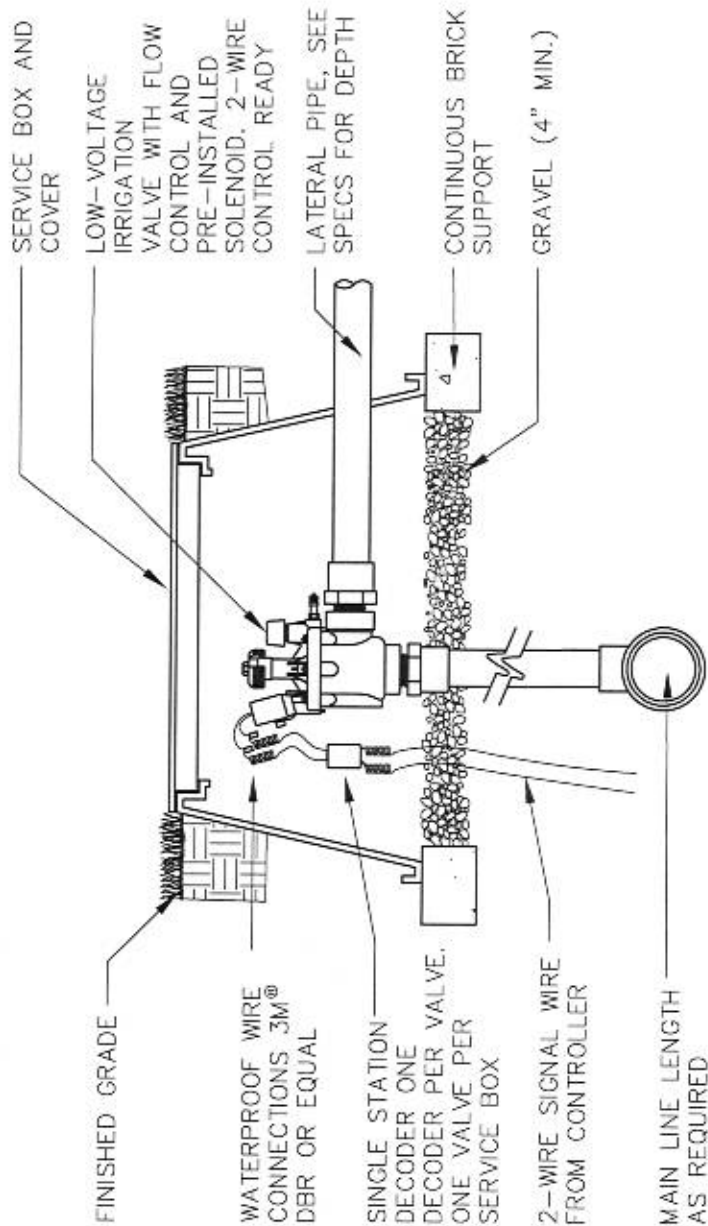


LEGEND:

- A. DRIP EMITTERS ON 12" GRID; NOT TO EXCEED 2,000 SF/GRID STATION
- B. DRIP GRID STAPLES; MIN 24" O.C.
- C. OPERATION INDICATOR ON EACH HEADER; 2 PER STATION
- D. DRIP VALVE ASSEMBLY IN JUMBO SERVICE BOX
- E. DRIP GRID/FLUSH VALVE(S) IN 6" ROUND MIN. SERVICE BOX(ES)
- F. SDR 21 PVC MAINLINE; 2" OR GREATER; 24" FROM BACK OF SIDEWALK, 24" MIN. DEPTH TO TOP OF PIPE
- G. CONTROL WIRE PATH

CENTER MEDIAN LANDSCAPE IRRIGATION

951h



NOTE:

1. INSTALLATION TO BE COMPLETED IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS AND BEST PRACTICES.
2. SET SERVICE BOXES AT FINAL GRADE OR HIGHER AS TOPOGRAPHY REQUIRES SO THAT THEY ARE VISIBLE BUT NOT A HAZARD.
3. SERVICE BOX BOTTOMS SHALL BE SUPPORTED ON BRICKS OR SUITABLE HARD MATERIAL AND PLACED NEATLY AND IN WORKMANLIKE FASHION.
4. INSTALL EQUIPMENT IN APPROPRIATELY-SIZED SERVICE BOXES, ONE DEVICE PER BOX AND LOCATED TO ENABLE SERVICING OF DEVICE. SEE IRRIGATION SPECIFICATION.
5. UTILIZE SERVICE BOX EXTENSION KITS AS REQUIRED.
6. ADD FOUR-INCHES OF 3/4-INCH CRUSHED GRAVEL SUMP PER BOX.
7. ALLOW FOR NOT LESS THAN 24" WIRE SLACK COILED NEATLY IN SERVICE BOX.
8. GROUND DECODERS AND/OR 2-WIRE PATH PER MANUFACTURER RECOMMENDATIONS.

IRRIGATION VALVE W/ SOLENOID & DECODER

952a

MARCH 2017

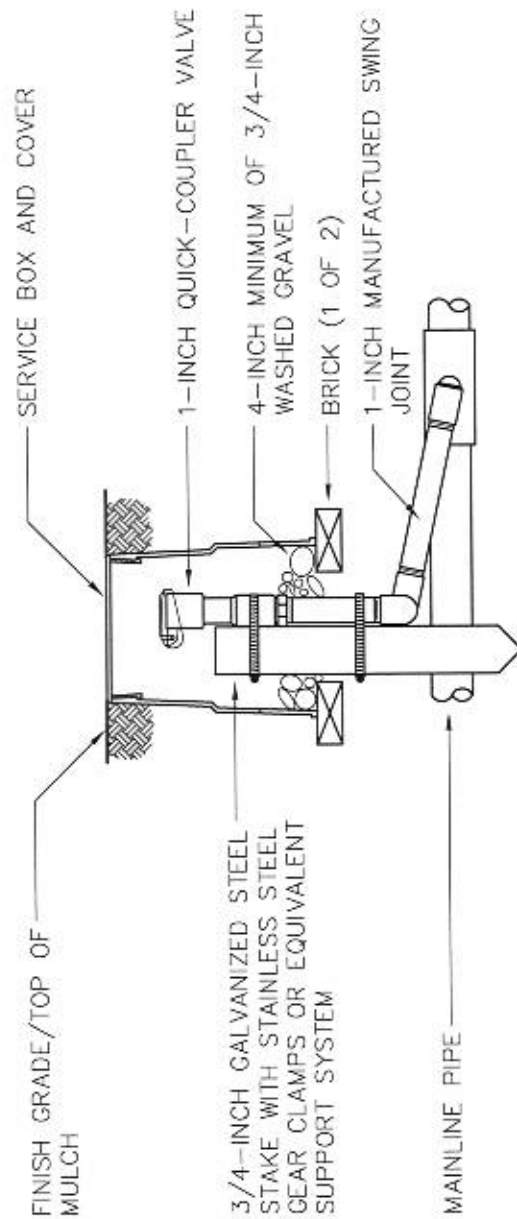


CITY OF LAKE ELMO

STANDARD DRAWING NO.

952a

LAKE ELMO



NOTE:

1. INSTALLATION TO BE COMPLETED IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS AND BEST PRACTICES.
2. SET SERVICE BOXES AT FINAL GRADE OR HIGHER AS TOPOGRAPHY REQUIRES SO THAT THEY ARE VISIBLE BUT NOT A HAZARD.
3. SERVICE BOX BOTTOMS SHALL BE SUPPORTED ON BRICKS OR SUITABLE HARD MATERIAL AND PLACED NEATLY AND IN WORKMANLIKE FASHION.
4. INSTALL EQUIPMENT IN APPROPRIATELY-SIZED SERVICE BOXES. ONE DEVICE PER BOX AND LOCATED TO ENABLE SERVICING OF DEVICE. SEE IRRIGATION SPECIFICATION.
5. UTILIZE SERVICE BOX EXTENSION KITS AS REQUIRED.
6. ADD FOUR-INCHES OF 3/4-INCH CRUSHED GRAVEL SUMP PER BOX.
7. ALLOW FOR NOT LESS THAN 24" WIRE SLACK COILED NEATLY IN SERVICE BOX.
8. GROUND DECODERS AND/OR 2-WIRE PATH PER MANUFACTURER RECOMMENDATIONS.

IRRIGATION QUICK COUPLER VALVE

952b

MARCH 2017

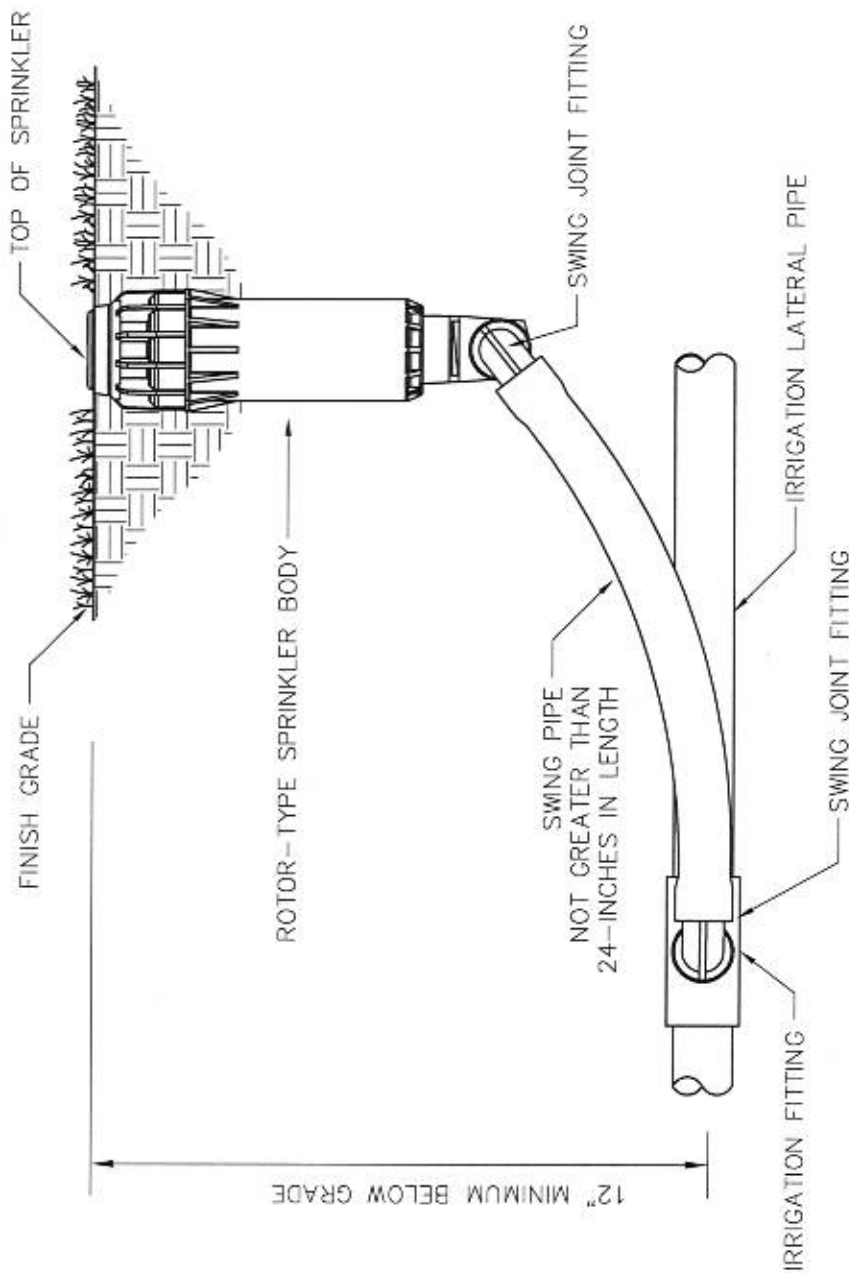


CITY OF LAKE ELMO

STANDARD DRAWING NO.

952b

LAKE ELMO



NOTE:

1. INSTALLATION TO BE COMPLETED IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS AND BEST PRACTICES.
2. SPRINKLER SHALL OPERATE CLOSE TO DESIGNER SPECIFIED PRESSURE RATING.
3. DO NOT MOUNT SPRINKLER DIRECTLY NEXT TO HARDSCAPES OR FENCES. PLACE 2"-4" AWAY TO ALLOW FOR MAINTENANCE.
4. SPRINKLER SHALL BE PLACED PERPENDICULAR TO FINISHED GRADE FOR OPTIMUM PERFORMANCE.

953a
³/₄-INCH OUTLET OR SMALLER IRRIGATION
 ROTOR TYPE SPRINKLER W/ SWING JOINT

MARCH 2017

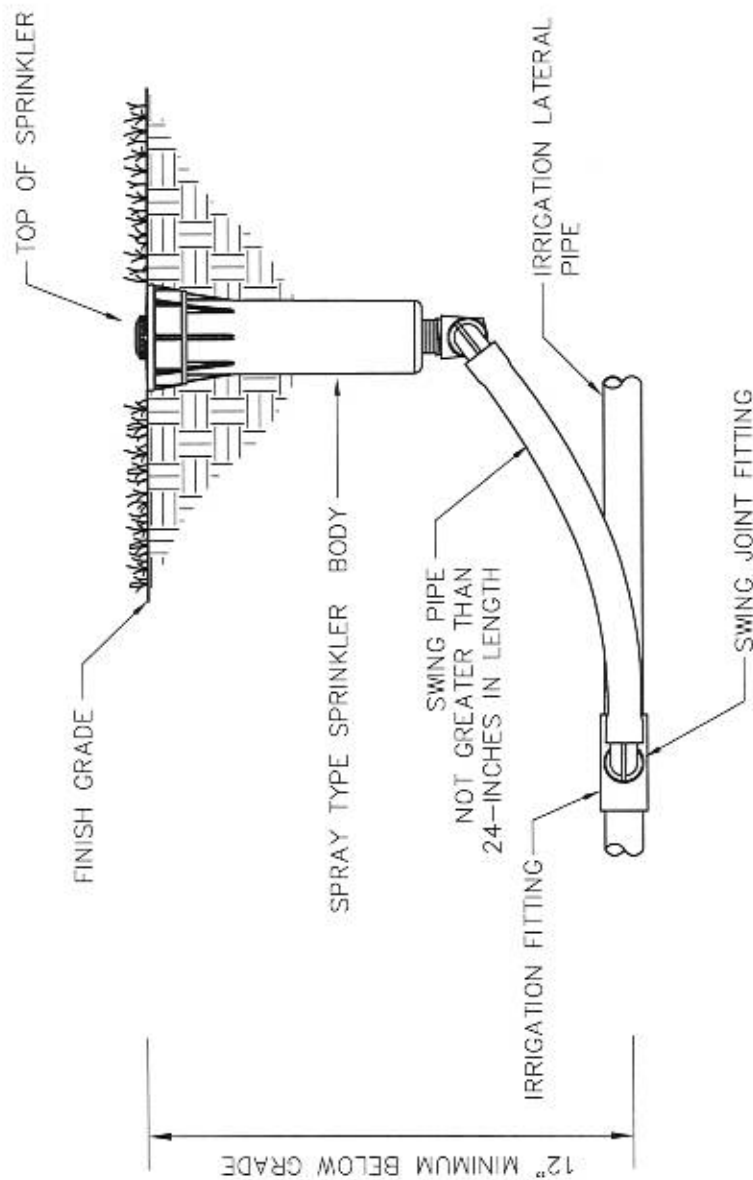


CITY OF LAKE ELMO

STANDARD DRAWING NO.

953a

LAKE ELMO



NOTE:

1. INSTALLATION TO BE COMPLETED IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS AND BEST PRACTICES.
2. SPRINKLER SHALL OPERATE CLOSE TO DESIGNER SPECIFIED PRESSURE RATING.
3. DO NOT MOUNT SPRINKLER DIRECTLY NEXT TO HARDSCAPES OR FENCES. PLACE 2" - 4" AWAY TO ALLOW FOR MAINTENANCE.
4. SPRINKLER SHALL BE PLACED PERPENDICULAR TO FINISHED GRADE FOR OPTIMUM PERFORMANCE.

953b 4-INCH TO 12-INCH POP-UP HEIGHT IRRIGATION
SPRAY TYPE SPRINKLER W/ SWING JOINT

MARCH 2017

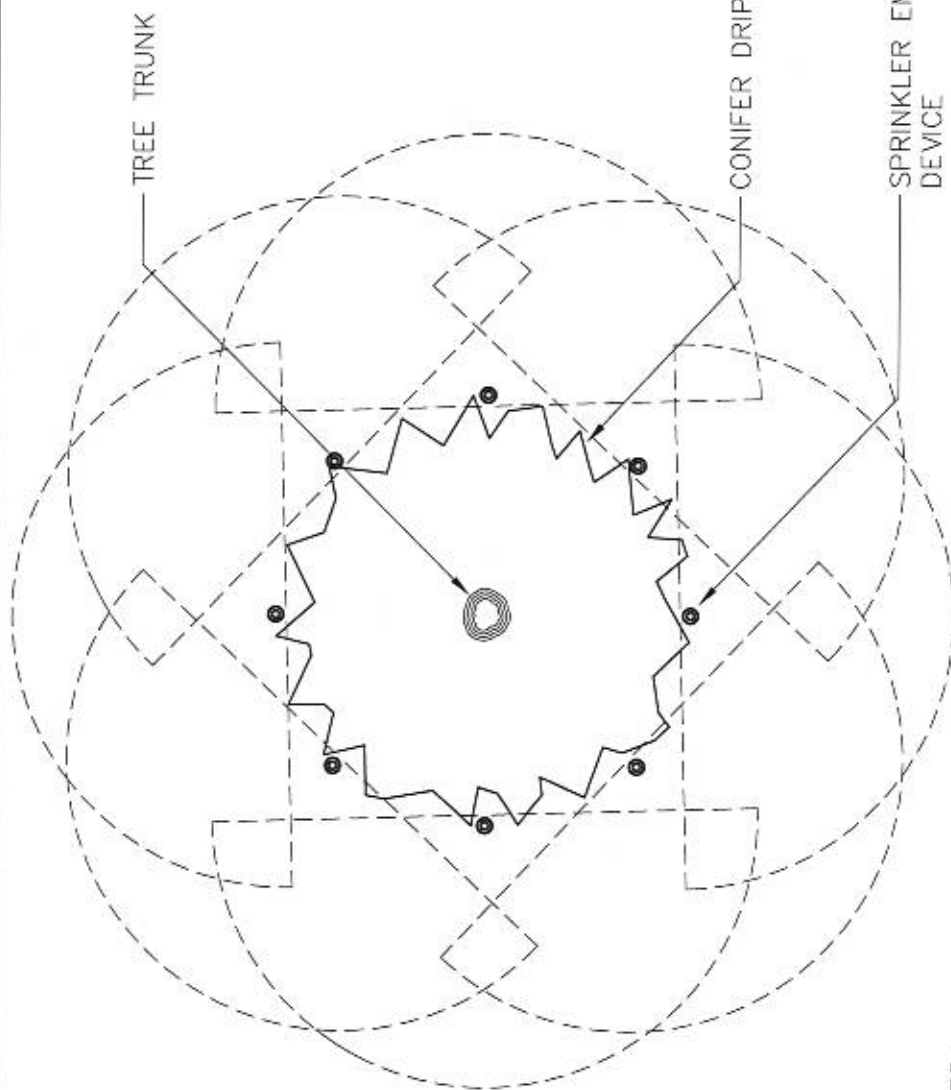


CITY OF LAKE ELMO

STANDARD DRAWING NO.

953b

LAKE ELMO



NOTES:

1. LAYOUT AND INSTALLATION OF SPRINKLER EMISSION DEVICES INTENDED TO SERVE TURF AND/OR BEDS SHALL RESULT IN LITTLE OR NO SPRAY ONTO CONIFEROUS PLANTS.
2. DESIGN, LAYOUT AND INSTALL SPRINKLER EMISSION DEVICES OUTSIDE OF CONIFEROUS DRIPLINE AND SPRAY AWAY FROM CONIFEROUS PLANTS.
3. WHERE FEASIBLE, USE LOW-ANGLE NOZZLES TO MINIMIZE OCCASIONS OF OVERSPRAY ONTO CONIFEROUS PLANTS IN GENERAL AND IN PARTICULAR, AS RESULTANT OF OCCASIONAL WIND CONDITIONS.
4. SPRINKLER EMISSION DEVICES THAT RESULT IN SPRAY TOWARD CONIFEROUS PLANTS SHALL BE DESIGNED, LAID-OUT AND INSTALLED IN CONFORMANCE WITH NOTE #1.

BROADCAST IRRIGATION IN THE VICINITY OF CONIFERS

953c

MARCH 2017



CITY OF LAKE ELMO

STANDARD DRAWING NO.

953c

LAKE ELMO

MARCH 2017

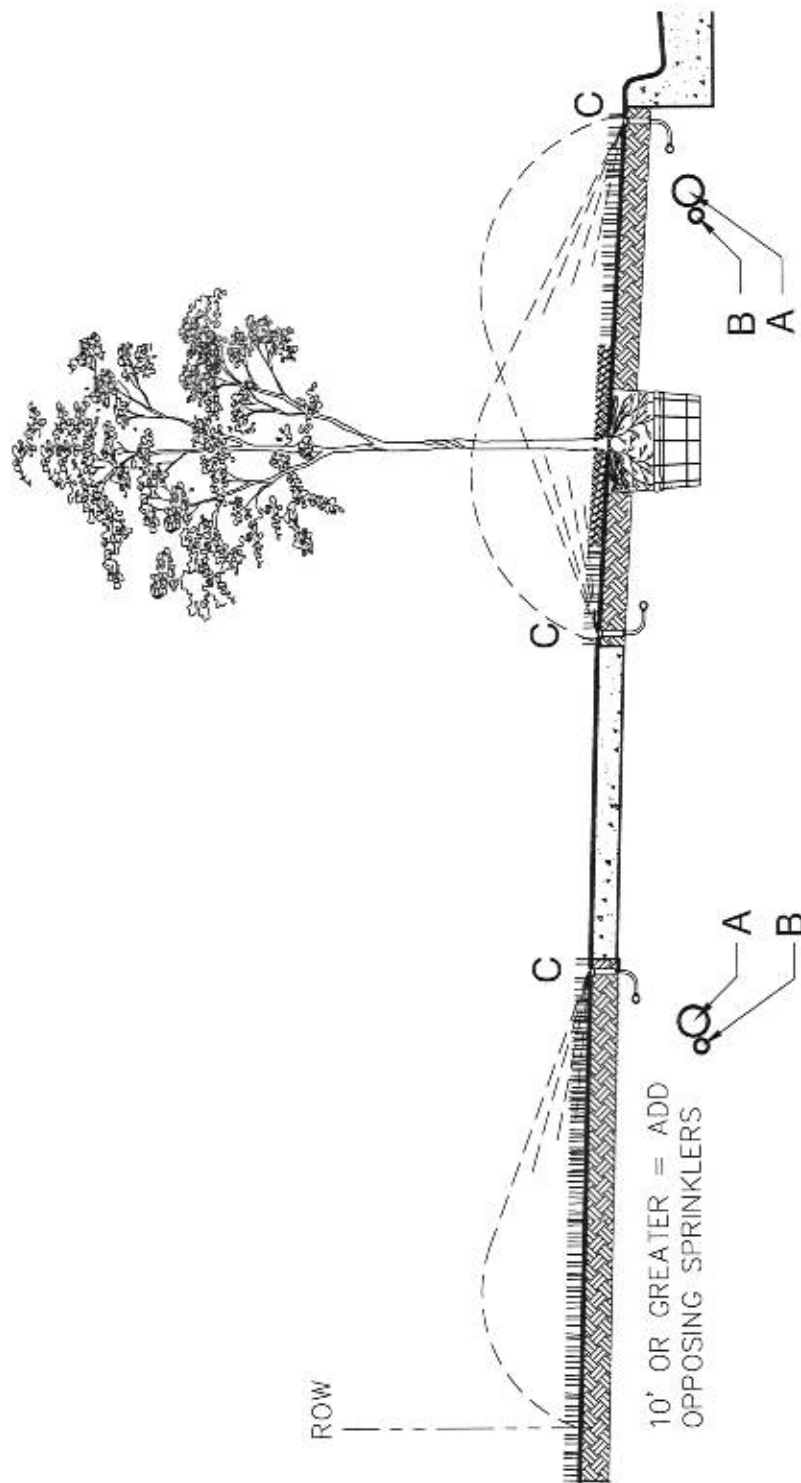


CITY OF LAKE ELMO

STANDARD DRAWING NO.

953d

LAKE ELMO



LEGEND:

- A. SDR 21 PVC MAINLINE; 2" OR GREATER; 24" FROM BACK OF SIDEWALK, 24" MIN. DEPTH TO TOP OF PIPE
- B. CONTROL WIRE PATH
- C. 4" POP-UP SPRAY-TYPE SPRINKLER

BOULEVARD LANDSCAPE IRRIGATION

953d



STAFF REPORT

DATE: April 18, 2017

CONSENT

ITEM #: 11

AGENDA ITEM: CSAH 14 (Stillwater Boulevard) Signal Maintenance Agreements –
Approve Cooperative Maintenance Agreements with Washington County

SUBMITTED BY: Jack Griffin, City Engineer

REVIEWED BY: Kristina Handt, City Administrator
Rob Weldon, Public Works Director
Chad Isakson, Assistance City Engineer

BACKGROUND: The Minnesota Department of Transportation has turned back the ownership and maintenance responsibility of State Highway 5 within the City of Lake Elmo to Washington County, now known as CSAH 14 (Stillwater Boulevard). Washington County has therefore taken ownership of the traffic signal systems within the City located at the two intersections of Stillwater Boulevard and Lake Elmo Avenue, and the intersection of Stillwater Boulevard and Manning Avenue. In addition, Washington County has also taken ownership of the roundabout intersection within the City located at Stillwater Boulevard and Jamaca Avenue. With the transfer of ownership, Washington County has assumed the maintenance responsibilities at these intersections which were previously borne by MnDOT.

ISSUE BEFORE COUNCIL: Should the City Council approve the Cooperative Maintenance Agreements with Washington County to reflect the new roadway ownership for Old Trunk Highway No. 5 and outlining the respective ownership and maintenance responsibilities for these intersections in accordance with the Washington County standard policies?

PROPOSAL DETAILS/ANALYSIS: The purpose for the Cooperative Maintenance Agreements are to outline the respective ownership and maintenance responsibilities for the various intersections between the City of Lake Elmo and Washington County. Attached to this report is a summary of the before and after intersection maintenance responsibilities, showing the City's responsibilities under MnDOT ownership and the proposed City responsibilities under County ownership.

FISCAL IMPACT: No cost estimates have been developed for the ongoing maintenance and replacement costs for the various improvements. Under the new agreements the maintenance responsibilities for the City of Lake Elmo have been lessened.

RECOMMENDATION: Staff is recommending that the City Council approve, *as part of the Consent Agenda*, Resolution No. 2017-038 approving Cooperative Maintenance Agreements No. 9972, No. 9973 and No. 9974 with Washington County for the CSAH 14 (Stillwater Boulevard) Intersections. If removed from the consent agenda, the recommended motion for the action is as follows:

“Move to approve Resolution No. 2017-038 approving Cooperative Maintenance Agreements No. 9972, No. 9973 and No. 9974 with Washington County for the CSAH 14 (Stillwater Blvd) Intersections”.

ATTACHMENTS:

1. Resolution No. 2017-038 Approving Cooperative Maintenance Agreements No. 9972, No. 9973 and No. 9974 with Washington County.
2. CSAH 14 Intersection Maintenance Responsibilities – 2017.
3. Cooperative Maintenance Agreement No. 9972 for the CSAH 14 & CSAH 15 Traffic Signal.
4. Cooperative Maintenance Agreement No. 9973 for the CSAH 14 & Jamaca Roundabout.
5. Cooperative Maintenance Agreement No. 9974 for the CSAH 14 & CSAH 17 Traffic Signals.

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

RESOLUTION NO. 2017-038

**A RESOLUTION APPROVING COOPERATIVE AGREEMENT NO. 9972,
NO. 9973 AND NO. 9974 WITH WASHINGTON COUNTY FOR THE
MAINTENANCE OF COUNTY STATE AID HIGHWAY 14
(STILLWATER BOULEVARD) INTERSECTIONS**

WHEREAS, the Minnesota Department of Transportation (MnDOT) has turned back the ownership and maintenance responsibility of State Highway 5 within the City of Lake Elmo to Washington County, now known as County State Aid Highway 14 (Stillwater Boulevard); and

WHEREAS, Washington County has therefore taken ownership of the traffic signal systems within the City located at the two intersections of Stillwater Boulevard and Lake Elmo Avenue, and the intersection of Stillwater Boulevard and Manning Avenue, which were previously owned by MnDOT, and with said transfer has assumed certain traffic signal maintenance responsibilities at these intersections which were previously borne by MnDOT; and

WHEREAS, Washington County has also taken ownership of the roundabout intersection within the City located at Stillwater Boulevard and Jamaca Avenue; and

WHEREAS, the County seeks to improve the consistency of traffic signal and roundabout maintenance responsibilities throughout the County, and;

WHEREAS, a cooperative effort between the City and County is the appropriate method to facilitate the maintenance of the traffic signal systems and roundabout; and

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

NOW, THEREFORE, BE IT RESOLVED,

1. That Cooperative Maintenance Agreement No. 9972, No. 9973 and No. 9974 between the City of Lake Elmo and Washington County are hereby approved and the Mayor and City Administrator are hereby authorized execute these agreements on behalf of the City of Lake Elmo.

**ADOPTED BY THE LAKE ELMO CITY COUNCIL ON THE EIGHTEENTH DAY OF APRIL,
2017.**

CITY OF LAKE ELMO

By: _____
Mike Pearson
Mayor

(Seal)
ATTEST:

Julie Johnson
City Clerk

SUMMARY OF BEFORE-AFTER MAINTENANCE RESPONSIBILITIES

CSAH 14 at CSAH 15 Signal (Holiday)

	Existing Agreement	Proposed New Agreement
Electrical Grid Connection	City	County
Monthly Electrical Expenses (Signals + Streetlights)	City	County
Maintain Streetlights (Bulbs, photocell, ballast, etc)	County bills City	County
Maintain wiring from Meter to Streetlight Heads	Unspecified	County
Relamp Traffic and Pedestrian Indications	County	County
Cleaning/Painting Signal and Streetlight Support Structure	County	City
Cleaning Controller Cabinet	County	County
Painting Controller Cabinet	County	County
Traffic Signal Interconnection (to adjacent intersections)	County	County
Maintain Signing on the traffic signal system	County	County
Emergency Vehicle Preemption (EVP) System Maintenance	County	County
Emergency Vehicle Preemption (EVP) System Timing	County	County
Emergency Vehicle Preemption (EVP) System Ownership	Unspecified	County
Traffic Signal Timing	County	County
Repair of Control Equipment	County	County
Repair of Physical Damage (e.g. collision with signal pole)	County	County
Gopher State One Call locates	County	County

CSAH 14 at CSAH 17 Signals (Downtown)

	Existing Agreement	Proposed New Agreement
Electrical Grid Connection	N/A	County
Monthly Electrical Expenses (Signals + Streetlights)	N/A	County
Maintain Streetlights (Bulbs, photocell, ballast, etc)	N/A	County
Maintain wiring from Meter to Streetlight Heads	N/A	County
Relamp Traffic and Pedestrian Indications	N/A	County
Cleaning/Painting Signal and Streetlight Support Structure	N/A	City
Cleaning Controller Cabinet	N/A	County
Painting Controller Cabinet	N/A	County
Traffic Signal Interconnection (to adjacent intersections)	N/A	County
Maintain Signing on the traffic signal system	N/A	County
Emergency Vehicle Preemption (EVP) System Maintenance	N/A	County
Emergency Vehicle Preemption (EVP) System Timing	N/A	County
Emergency Vehicle Preemption (EVP) System Ownership	N/A	County
Traffic Signal Timing	N/A	County
Repair of Control Equipment	N/A	County
Repair of Physical Damage (e.g. collision with signal pole)	N/A	County
Gopher State One Call locates	N/A	County

CSAH 14 at CSAH 6 (Roundabout)

	Existing Agreement	Proposed New Agreement
Monthly Electrical Expenses (Streetlights)	City	County
Maintain Streetlights (Bulbs, photocell, ballast, etc)	City	County
Paint Streetlights	City	N/A (not painted)
Repair of Physical Damage to Streetlights (i.e. Collision)	County	County
Maintain wiring from Meter to Streetlight Heads	Unspecified	County
Gopher State One Call locates	Unspecified	County
Road Surface Maintenance	By Location	By Location (Clarified)
Signing and Striping Maintenance	Unspecified	By Location
Trail Maintenance (Mowing and Snow/Ice Control)	City	City
Trail Pavement Repair/Replacement	City	County
Storm Sewer	By Location	By Location (Clarified)
Landscaping	City	City

**COOPERATIVE AGREEMENT BETWEEN
THE CITY OF LAKE ELMO AND
THE COUNTY OF WASHINGTON
FOR MAINTENANCE OF THE TRAFFIC SIGNAL SYSTEM
AT THE INTERSECTION OF STILLWATER BOULEVARD
AND MANNING AVENUE NORTH**

WASHINGTON COUNTY	
CONTRACT NO.	9972
DEPT.	PUBLIC WORKS
DIVISION	TRANSPORTATION
TERM	PERPETUAL

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

WITNESSETH:

WHEREAS, the County has recently taken ownership of a traffic signal system within the City located at the intersection of Stillwater Boulevard and Manning Avenue which was previously owned by the Minnesota Department of Transportation, and with said transfer has assumed certain traffic signal maintenance responsibilities at said intersection which were previously borne by the Minnesota Department of Transportation, and;

WHEREAS, the County seeks to improve the consistency of traffic signal maintenance responsibilities throughout the County, and;

WHEREAS, a cooperative effort between the City and County is the appropriate method to facilitate the maintenance of the traffic signal system; and

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

NOW THEREFORE, IT IS HEREBY MUTUALLY AGREED AS FOLLOWS:

A. PURPOSE

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

B. MAINTENANCE RESPONSIBILITIES

1. This agreement and all of its provisions shall apply only to the traffic control signal system located on Stillwater Boulevard, formerly known as Minnesota Trunk Highway No. 5 and now designated west of this intersection as County State Aid Highway No. 14 and north of this intersection as CSAH No. 15, at its intersection with Manning Avenue, designated south of this intersection as CSAH No. 14 and CSAH No. 15, said intersection being located approximately 1000 feet north and 460 feet west of the southeast corner of Section 12 of Township 29 North, Range 21 West, as shown in Exhibit A.
2. This agreement shall not apply to the planned future traffic signal at the intersection of Manning Avenue with 40th Street North, though the County and City shall enter into a new maintenance agreement for said planned signal system.
3. This agreement shall supersede any and all prior agreements related to the maintenance of the traffic control signal system at the intersection of Stillwater Boulevard and Manning Avenue North.

4. The County shall, at its sole cost and expense, pay all monthly electrical service expenses necessary to operate the traffic control signal system including all cabinet and control equipment and integral streetlights, and including the cost of establishing and perpetuating a connection to the electrical service grid and subsequent ongoing electrical service expenses.
5. The County shall, at its sole cost and expense, maintain and keep in repair the integral luminaires (overhead street lights) and all their components, including replacement of the existing luminaires if necessary, and shall maintain and keep in repair the electrical connection to the luminaire heads.
6. The County owns the traffic control signal system and all of its components and shall, at its sole cost and expense, operate, maintain and keep in repair the traffic control signal system including but not limited to the relamping of vehicular and pedestrian traffic signal indications, cleaning and maintenance of the control cabinet, maintenance of the Emergency Vehicle Preemption (EVP) system, attached signage, traffic signal interconnection and master controller, and repair of any and all physical damage, except as set forth in the following section.
7. The County considers paint to be an aesthetic component of the traffic signal system. Therefore the City shall, at its sole cost and expense, clean and paint the traffic control signal system and integral streetlights at the sole cost and expense of the City, having first obtained a permit from the County which may place conditions on activities within the right-of-way. Alternatively, the City may, at its discretion, request in writing that the County paint the traffic control signal system and integral streetlights at the sole cost and expense of the City.
8. The County shall, at its sole cost and expense, be responsible for identification and location of the underground components of the traffic control signal system as required by the Gopher State One Call system.
9. Any EVP equipment currently installed on the signal covered by this agreement, including optical detectors, control electronics, and confirmation lights shall become the property of Washington County if not already so established, with no direct compensation made to the City for said transfer.
10. The City shall not revise by addition or deletion, nor alter or adjust any component, part, sequence, or timing of the aforesaid traffic control signal system or EVP systems; however nothing herein shall be construed as restraint of prompt, prudent action by properly constituted authorities in situations where part of such traffic control signal systems may be directly involved in an emergency.
11. The EVP systems provided for in this agreement shall be installed, operated, maintained, upgraded, or removed in accordance with the following conditions and requirements:
 - a. Emitter units may be installed and used only on vehicles responding to an emergency as defined in Minnesota Statutes Sections 169.011, subd. 3 and 169.03. The City will, provide the County Engineer or his duly appointed representative a list of all such vehicles with emitter units upon request.
 - b. Malfunctions of the EVP systems shall be reported to the County immediately.
 - c. Only in the event said EVP systems or components are, in the opinion of the County, being misused or the terms set forth herein are violated, and such misuse or violation continues after receipt by the City of written notice thereof from the County, the County may remove, modify, restrict, or deactivate the EVP systems. Upon removal of the EVP systems pursuant to this paragraph, the field wiring, cabinet wiring, detector receivers, infrared detector heads, and indicator lamps and all other components shall become the property of the County.
 - d. All timing of said EVP systems shall be determined by the County.

C. CIVIL RIGHTS AND NON-DISCRIMINATION

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

D. WORKERS COMPENSATION

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

E. INDEMNIFICATION

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

G. DATA PRIVACY

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

F. CONDITIONS

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

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

WASHINGTON COUNTY

CITY OF LAKE ELMO

Chair Date
Board of Commissioners

Mayor Date

Molly O'Rourke Date
County Administrator

City Administrator Date

Approved as to form:

Approved as to form:

Assistant County Attorney Date

City Attorney Date

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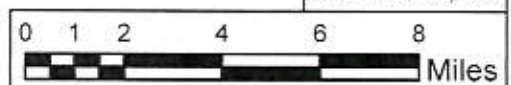
Exhibit A



**CSAH 15 (Manning Ave N) & CSAH 14 (Stillwater Blvd N)
Signal/Lighting Maintenance**



Scale 1:240,000



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

**Washington
County**

**COOPERATIVE AGREEMENT BETWEEN
THE CITY OF LAKE ELMO AND
THE COUNTY OF WASHINGTON
FOR MAINTENANCE OF A ROUNDABOUT
AT THE INTERSECTION OF 34TH STREET NORTH
AND JAMACA AVE NORTH**

WASHINGTON COUNTY	
CONTRACT NO.	9973
DEPT.	PUBLIC WORKS
DIVISION	TRANSPORTATION
TERM	PERPETUAL

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

WITNESSETH:

WHEREAS, the County has recently taken ownership of a roundabout intersection within the City, located at the intersection of 34th Street North and Jamaca Avenue North which was previously owned by the Minnesota Department of Transportation, and with said transfer has assumed certain maintenance responsibilities at said intersection which were previously borne by the Minnesota Department of Transportation, and;

WHEREAS, the County seeks to improve the consistency roundabout maintenance responsibilities throughout the County, and;

WHEREAS, a cooperative effort between the City and County is the appropriate method to facilitate the maintenance of the roundabout intersection; and

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

NOW THEREFORE, IT IS HEREBY MUTUALLY AGREED AS FOLLOWS:

A. PURPOSE

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

B. MAINTENANCE RESPONSIBILITIES

1. This agreement shall apply only to roundabout intersection located at the intersection of 34th Street North and Jamaca Avenue in the City of Lake Elmo, said intersection being located approximately 1670 feet north of the southwest corner of Section 15 of Township 29 North, Range 21 West, as shown in Exhibit A.
2. This agreement shall supersede any and all prior agreements between the City and the County related to the maintenance of the roundabout at the intersection of Jamaca Avenue North and 34th Street North.
3. The County shall, at its sole cost and expense, maintain all signing, pavement markings, and roadway pavement, curbs, and medians at the intersection including the adjacent pedestrian crosswalks, except that the City shall, at its sole cost and expense, maintain all signing, pavement markings, and roadway pavement north of the pedestrian crosswalks on Jamaca Avenue North.
4. The County shall, at its sole cost and expense, provide for the minor maintenance of the overhead street lights constructed as part of the roundabout construction project and all their components, including cleaning and relamping the luminaires, and shall pay all monthly

electrical service expenses necessary to operate the overhead street lights. The County shall be the owner of the overhead street lights constructed as part of the roundabout construction project and all their components, and shall, at its sole cost and expense, keep in repair the electrical wiring from the electrical meter to the luminaire heads and provide replacement of the overhead street light support structures if necessary, and shall provide Gopher State One Call System locates for the street lighting underground components.

5. The City shall, at its sole cost and expense, maintain and keep in repair all roundabout landscaping features within the circular central island, except that the County may, at its option and sole discretion, mow the central island to maintain roadway safety in the event that the landscaping becomes neglected by the City to such a degree that vegetation growth creates becomes a safety concern.
6. The County shall, at its sole cost and expense, provide for the proper maintenance of the roundabout central island truck apron and all roadway travel lanes and all facilities a part thereof, including but not limited to snow, ice, and debris removal, resurfacing and seal coating, and any other maintenance activities necessary to perpetuate the roadways in a safe and usable condition, except that the City shall at the City's sole cost and expense, provide all such maintenance for Jamaca Avenue North located north of the westbound vehicular travel lane through the roundabout intersection.
7. The County shall own and maintain all storm sewer trunk lines and catch basins and leads constructed as part of the roundabout project construction, to the approximate county right-of-way boundary including catch basin No. 5508, and also to but not including catch basin No. 5311, as shown in the roundabout project plans dated April 10th, 2010, Sheet 100 of which is attached hereto as Exhibit A. The City shall own and maintain laterals and drains constructed under this project which service property outside the County road right of way, to and including catch basin No. 5311, and also to but not including catch basin No. 5508, including drains servicing ponding easements, as shown in the roundabout project plans dated April 10th, 2010, Sheet 100 of which is attached hereto as Exhibit B. Furthermore, the City shall own and maintain all storm water storage/treatment ponds constructed under this project, as revised in final design.
8. The City shall, at its sole cost and expense, maintain and keep in repair all adjacent trails sidewalks installed as a part of the roundabout project construction, including those along 34th Street, Stillwater Boulevard, and Jamaca Avenue, including but not limited to pavement maintenance, mowing, winter snow and ice control, and any other maintenance activities necessary to perpetuate the walkways in a safe and usable condition, except that the County shall be responsible for trail pavement replacement within County highway right-of-way at such time when full replacement of such pavement becomes necessary in order to perpetuate the walkways in a safe and usable condition.

C. CIVIL RIGHTS AND NON-DISCRIMINATION

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

D. WORKERS COMPENSATION

It is hereby understood and agreed that any and all employees of the County and all other persons employed by the County in the performance of construction and/or construction engineering work or services required or provided for under this agreement shall not be considered employees of the City and that any and all claims that may or might arise under the Worker's Compensation Act of

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

E. INDEMNIFICATION

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

G. DATA PRIVACY

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

F. CONDITIONS

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

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

WASHINGTON COUNTY

Chair	Date
Board of Commissioners	

Molly O'Rourke
County Administrator

Approved as to form:

Assistant County Attorney _____ Date _____

CITY OF LAKE ELMO

Mayor _____ Date _____

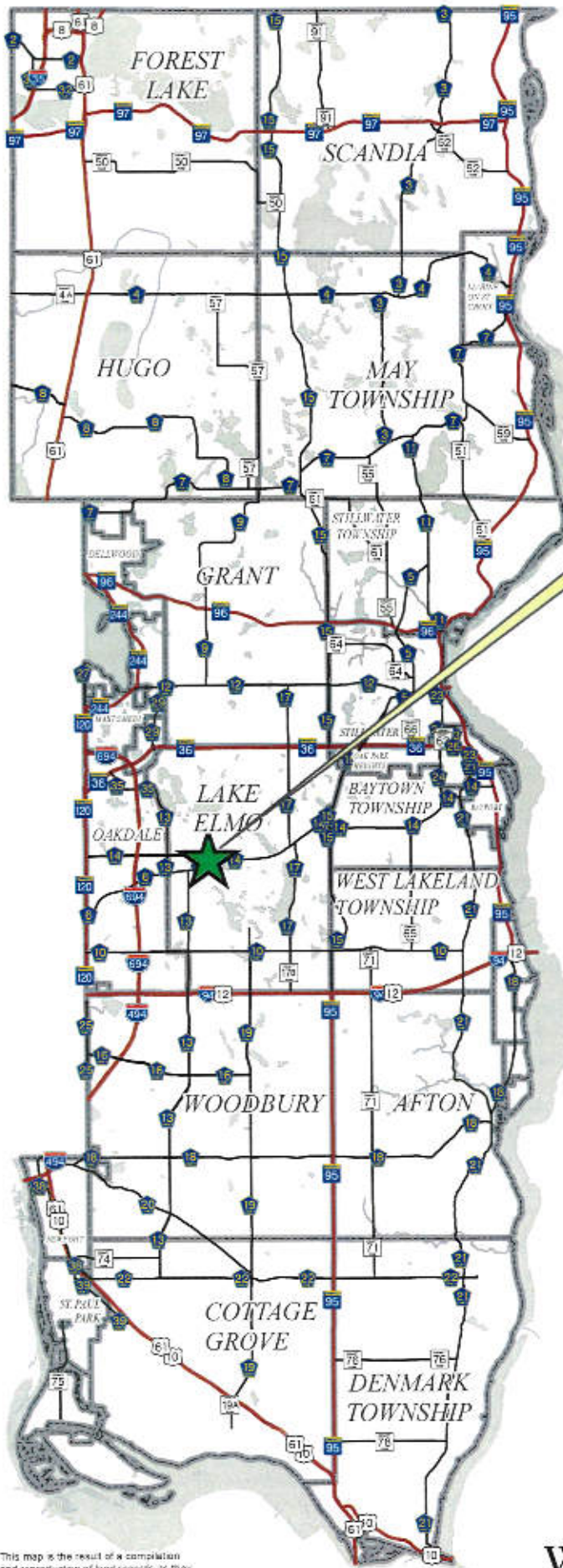
City Administrator _____ Date _____

Approved as to form:

City Attorney _____ Date _____

R:\TRAFFIC\Lighting\Roundabout Lighting Agreements\LakeElmoRoundaboutMaintenance 2017.doc

Exhibit A



**CSAH 14 (Stillwater Blvd N) & CSAH 6 (Stillwater Blvd N)
Roundabout Maintenance**



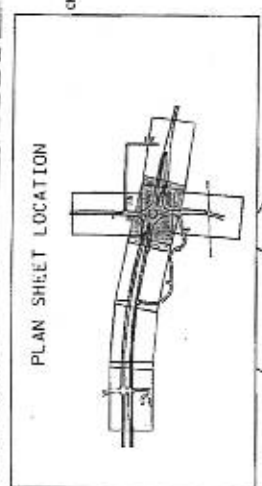
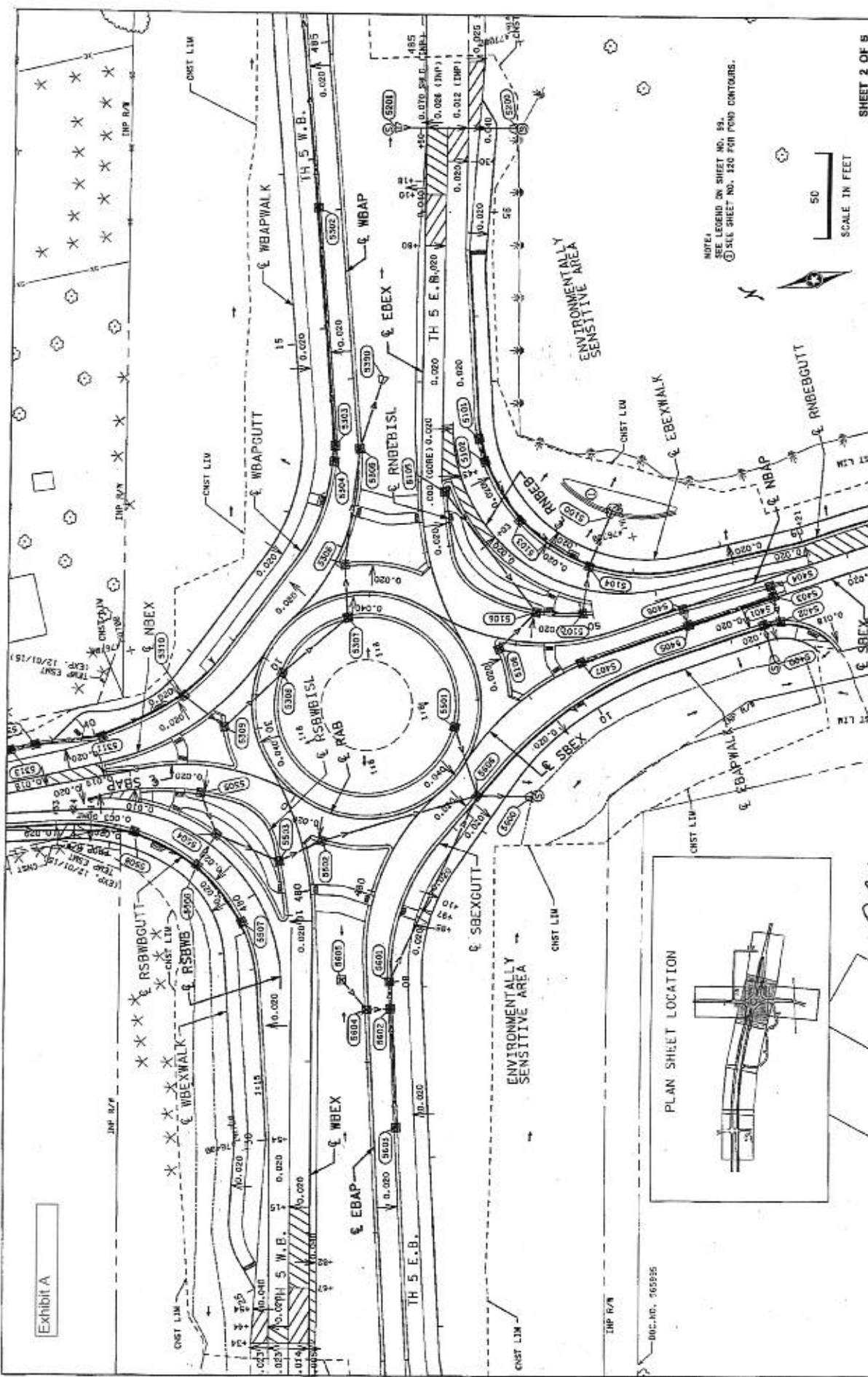
Scale 1:240,000



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

**Washington
County**

Exhibit A



[Signature]

PROJECT ENGINEER

DRAWN BY: KY	CHECKED BY: DG	CERTIFIED BY: <i>[Signature]</i>	LIC. NO. 47181	DATE: 11/22/22
DRAINAGE AND SUPERELEVATION PLAN			STATE PROJ. NO. 8214-145 (T.H. 5)	
SHEET 2 OF 5			SHEET NO. 100 OF 199 SHEETS	

PLOTTED/REVISED: 08-APR-2010 13:55

DISTRICT 4, METRO
PLOT NAME: JSD-AMS-012-5
PATH & FILENAME: JSD-AMS-012-5

**COOPERATIVE AGREEMENT BETWEEN THE CITY OF
LAKE ELMO AND THE COUNTY OF WASHINGTON
FOR MAINTENANCE OF TRAFFIC SIGNAL SYSTEMS
AT THE TWO INTERSECTIONS OF COUNTY STATE AID
HIGHWAY NO. 14 (STILLWATER BLVD) AND COUNTY
STATE AID HIGHWAY NO. 17 (LAKE ELMO AVE)**

WASHINGTON COUNTY	
CONTRACT NO.	9974
DEPT.	PUBLIC WORKS
DIVISION	TRANSPORTATION
TERM	PERPETUAL

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

WITNESSETH:

WHEREAS, the County has recently taken ownership of traffic signal systems within the City located at the two intersections of Stillwater Boulevard and Lake Elmo Avenue which were previously owned by the Minnesota Department of Transportation, and with said transfer has assumed certain traffic signal maintenance responsibilities at said intersections which were previously borne by the Minnesota Department of Transportation, and;

WHEREAS, the County seeks to improve the consistency of traffic signal maintenance responsibilities throughout the County, and;

WHEREAS, a cooperative effort between the City and County is the appropriate method to facilitate the maintenance of the traffic signal system; and

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

NOW THEREFORE, IT IS HEREBY MUTUALLY AGREED AS FOLLOWS:

A. PURPOSE

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

B. MAINTENANCE RESPONSIBILITIES

1. This agreement and all of its provisions shall apply only to the traffic control signal systems located on County State Aid Highway (CSAH) No. 14, also known as Stillwater Boulevard and formerly known as Minnesota Trunk Highway No. 5, at its two intersections with CSAH No. 17 (Lake Elmo Avenue) within the City of Lake Elmo, as shown in Exhibit A.
2. This agreement shall supersede any and all prior agreements related to the maintenance of the traffic control signal systems at the intersections of CSAH 14 and CSAH 17.
3. The County shall, at its sole cost and expense, pay all monthly electrical service expenses necessary to operate the traffic control signal systems including all cabinet and control equipment and integral streetlights, and including the cost of establishing and perpetuating a connection to the electrical service and subsequent ongoing electrical service expenses.
1. The County shall, at its sole cost and expense, maintain and keep in repair the integral luminaires (overhead street lights) and all their components, including replacement of the existing luminaires if necessary, and shall maintain and keep in repair the electrical connection to the luminaire heads.

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

C. CIVIL RIGHTS AND NON-DISCRIMINATION

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

D. WORKERS COMPENSATION

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

E. INDEMNIFICATION

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

G. DATA PRIVACY

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

F. CONDITIONS

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

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

WASHINGTON COUNTY

Chair	Date
Board of Commissioners	

Molly O'Rourke
County Administrator

Approved as to form:

Assistant County Attorney _____ Date _____

CITY OF LAKE ELMO

Mayor _____
Date _____

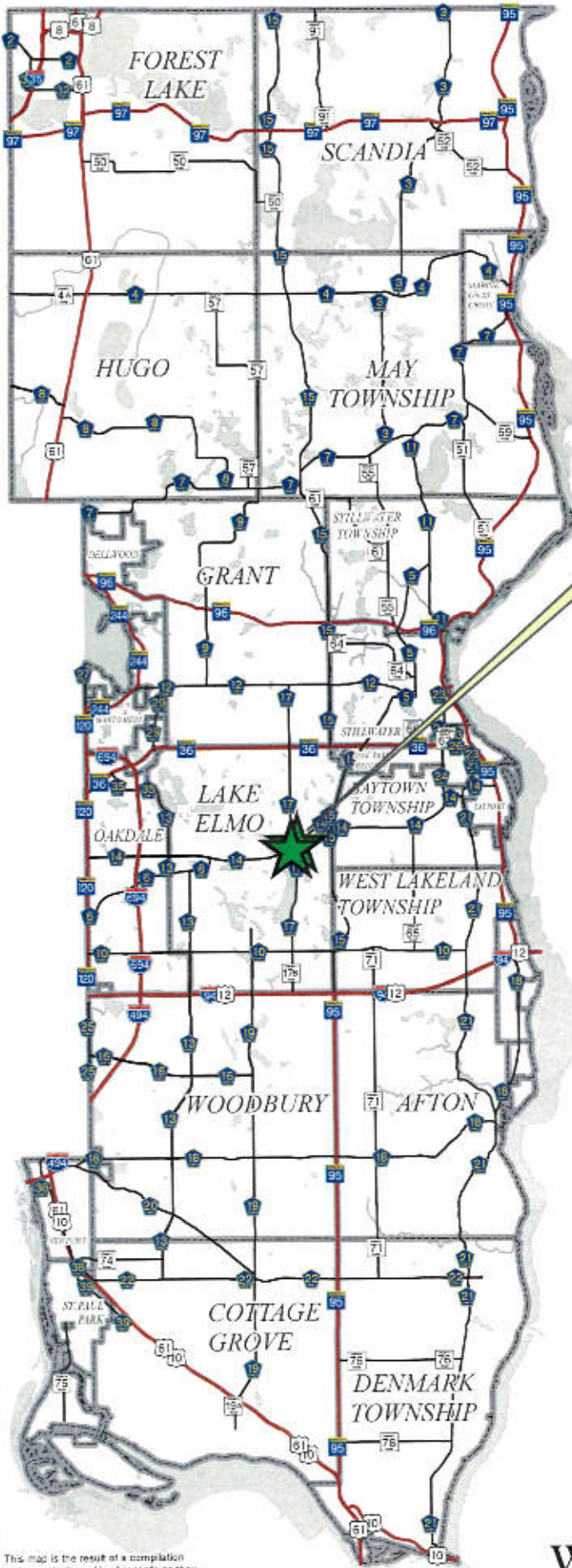
City Administrator
Date

Approved as to form:

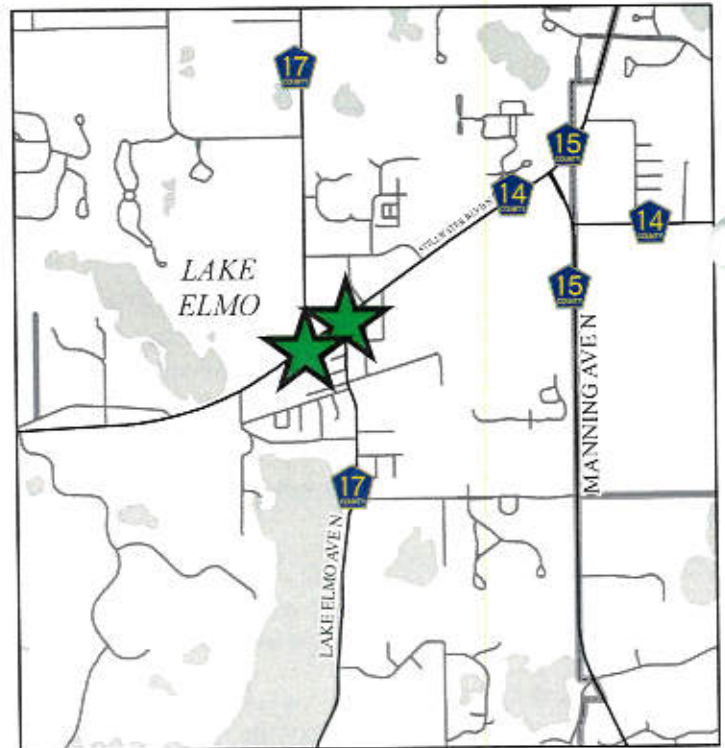
City Attorney _____ Date _____

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Exhibit A

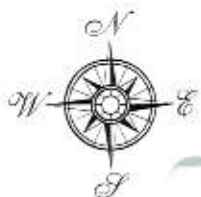


**CSAH 17 (Lake Elmo Ave N) & CSAH 14 (Stillwater Blvd N)
Signal/Lighting Maintenance**

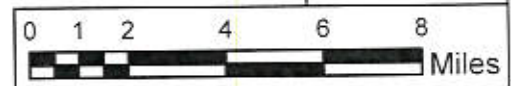


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**Washington
County**



Scale 1:240,000



STAFF REPORT

DATE: April 18, 2017

CONSENT

ITEM #: 12

AGENDA ITEM: Authorize Advertising for Public Works Operator

SUBMITTED BY: Kristina Handt, City Administrator

REVIEWED BY: Rob Weldon, Public Works Director
Julie Johnson, City Clerk/HR

BACKGROUND:

In the study TKDA completed in 2016 regarding the city's utility operations, a ½ FTE was proposed for 2017. The other ½ FTE was needed for streets, parks, etc. In the 2017 budget, Council planned to add a public works employee beginning in April. We focused first on the lead worker and are now requesting to move forward with adding an employee as a Public Works Operator.

ISSUE BEFORE COUNCIL:

Should the Council authorize staff to advertise for a Public Works Operator?

PROPOSAL DETAILS/ANALYSIS:

Staff is requesting authorization to advertise for a public works operator. Pay range for hiring is \$20.60-25.80, consistent with the City's last collective bargaining proposal.

FISCAL IMPACT:

The estimated fiscal impact as discussed last November for an additional employee (base salary and full benefits) would be \$63,940. Half of this (\$31,970) would be charged to the general fund, .2FTE (\$12,788) to water, .2FTE (\$12,788) to sewer and .1FTE (\$6,394) to stormwater.

OPTIONS:

- 1) Authorize staff to advertise for a public works operator
- 2) Do not authorize staff to advertise for a public works operator

RECOMMENDATION:

If removed from the consent agenda:

Motion to authorize staff to advertise for a Public Works Operator

ATTACHMENTS:

- Job Description
- Posting

City of Lake Elmo

Job Title: Public Works Operator III

Department: Public Works

Status: Full-time regular position, Non-exempt

Benefits: Qualifies for full-time benefits

Reporting Relationship: Reports to Public Works Director

Supervisory Duties: This position is generally not responsible for any regular direct supervision of other employees. This position will be responsible for providing general work direction to other employees as asked by the Public Works Director or Lead Worker.

Position Details: Public Works Operator III provides skilled operations and maintenance of City infrastructure (water, sewer, parks and streets) and equipment.

Street Operations:

- Operate various equipment while fulfilling street maintenance duties.
- Perform manual tasks related to repair and maintenance of City streets, such as blacktop patching, concrete patching and repair, repairing and replacing traffic signs, and painting pavement markings.
- Maintain storm sewer system, including cleaning, repairing, rebuilding, unclogging and de-icing drains and storm sewers.
- Prepare trucks and equipment needed for snow/ice removal and calculate the correct amount of material needed.

Utility Operations

- Read and record daily flow meters, fluoride usage, chlorine usage, system checks and inspections of well pump houses.
- Collect and analyze fluoride, chlorine, hardness compositions in water. Collect and maintain integrity of bacteria, lead, copper, and samples to be analyzed by the contracted lab.
- Read water meters and service accounts, including posting notices, terminating service, and performing meter maintenance and repair.
- Perform general hydrant maintenance, including flushing, repairs, painting, and lubricating caps.
- Water distribution system maintenance operations including flushing mains of sediment/air, gate valve/curb stop operations and functions.
- Read and record daily flows from lift stations. Perform daily system checks and inspections.
- Assist with maintenance to sanitary sewer system repairs, including flushing, jetting and cleaning, cleaning of lift stations, and performing minor lift station pump maintenance and inspections.
- Perform locates for all City utilities.

Maintenance and Operation of Vehicle Equipment:

- Operate pick-up truck, single axel dump truck, tractor, front end loader, bobcat, roller, compactor, back-hoe, excavator, lawn mower and other department vehicles and equipment.

- Maintain clean and safe equipment and vehicles.
- Perform light vehicle maintenance.

Parks/Ground Maintenance

- Perform assorted manual tasks as part of parks/grounds maintenance.
- Prepare wood chipper truck, chainsaw, and other equipment for trimming trees.
- Flood ice rinks.
- Perform ballfield maintenance.

While these areas are the primary focus of the position, we believe strongly in teamwork and employees will be called upon to perform a variety of duties as a part of their role with the City.

Position Requirements

Knowledge, Skills and Abilities:

- General knowledge of materials, methods and techniques used to successfully repair and maintain public streets, storm sewer system, sanitary sewer collection system, and a water supply and distribution system.
- General knowledge of general equipment maintenance and repair techniques.
- General knowledge of the practices, procedures, equipment, and materials used in Public Works maintenance and construction work.
- General knowledge of safe operation, maintenance, servicing, and repair of various vehicles, and the ability to operate equipment in a skillful manner.
- General knowledge in welding and cutting equipment in a safe manner.
- General knowledge of electricity, pumps, motors and generators.
- General experience operating heavy equipment in maintenance or construction work, including underground sewer, water, and/or storm sewer utilities, streets and parks or applicable related experience.
- Manage projects and tasks as directed.
- Ability to read infrastructure maps and engineering record drawings for the purpose of locating and marking underground utility mains and laterals.
- Ability to understand and follow oral and written instructions.
- Ability to communicate effectively and tactfully with the public and City staff. Ability to establish and maintain effective relationships with others.
- Ability to learn new job skills and work tasks as assigned.
- Ability to work independently or as a group.

Education: High School Diploma or GED

Requirements: Must have Commercial Driver's License, Class B driving privileges with air brakes and a good driving record. Must demonstrate proficient verbal and written communication skills. Must demonstrate equipment operator skills and knowledge of safety procedures for:

- Single Axel Dump Truck
- Skid Loader
- Front End Loader
- Tractor

- Snow/Ice Removal

Process basic computers skills, including a good knowledge of and experience using:

- E-mail and Microsoft Outlook
- Web Browsing
- Basic Computer Mapping (Google Maps, Bing)
- Adobe PDF Viewer
- Standard Office Spreadsheet or Writing Software

Licenses/Certifications: This position will require the acquisition and maintenance of the following additional certificates/licenses within 2 years of appointment:

- Class A Commercial Driver's License with air brakes and tanker endorsement
- Class D Water Operator License
- Class D/SD Waste Water Operator License
- Annual OSHA Training including relevant competent person certificate and HAZMAT certifications

Desired Qualifications: Post-secondary schooling or training

Physical and Mental Requirements: Occasionally exertion of force in excess of 50 and/or up to 100 pounds to move objects or equipment accessories is required. Must be able to exert 20-50 pounds of force frequently to move objects. Must be able to climb ladders in excess of 120 feet and descend into and work inside confined spaces. Occasional exposure to caustic material, annoying odor, grease/grime and repetitive movement.

***The physical demands described here are representative to those that must be met by an employee to successfully perform the essential functions of the job. Reasonable accommodations can be made to enable individuals with disabilities to perform the essential functions.*

Working Conditions: This position must be able to respond to afterhours emergency; physically onsite within 30 minutes. Most work is performed in a field environment involving working inside and outside of vehicles and in confined spaces. Seasonal conditions can include excessive heat or cold. Conditions can include working in wet, muddy, slippery or dusty and windy conditions.

***The work environment characteristics described here are representative to those an employee encounters while performing essential functions of this job. Reasonable accommodations can be made to enable individuals with disabilities to perform the essential functions.*

Competencies Common to All City Positions:

- Develop, maintain a thorough working knowledge of, and comply with all departmental and applicable City policies and procedures
- Demonstration by personal example the spirit of service, excellence, and integrity expected from all staff.
- Develop respectful and cooperative working relationships with co-workers, including willing assistance to newer staff so job responsibilities can be performed with confidence as quickly as possible.
- Confer regularly with and keep immediate supervisor informed of all important matters

which pertain to the applicable job functions and responsibilities.

- Represent the City of Lake Elmo in a professional manner to the public, outside contacts and constituencies.
- ***This position has the potential for advancement to Public Works Operator Level II within 24 months, with approval by the Public Works Director and completion of all required training, licenses and certificates.



The City of Lake Elmo offers competitive pay and benefits in addition to professional development opportunities to all employees. The city's number one value statement is to foster an environment based on trust and ethics. These philosophies and practices help the City in recruiting and retaining exceptional employees.

Accepting Applications for the Position of:

Public Works Operator

SALARY: \$20.60-27.10/hr.

ANTICIPATED HIRING RANGE: \$20.60-25.80/hr.

OPENING DATE: 4/20/17

CLOSING DATE: 5/5/17

POSITION TITLE: Public Works Operator
DEPARTMENT: Public Works
ACCOUNTABLE TO: Public Works Director/Lead Worker

Primary Objective of Position

This position is generally not responsible for any regular direct supervision of other employees. This position will be responsible for providing general work direction to other employees as asked by the Public Works Director or Lead Worker.

Essential Functions of the Position

Public Works Operator provides skilled operations and maintenance of City infrastructure (water, sewer, parks and streets) and equipment.

Knowledge, Skills and Abilities:

- General knowledge of materials, methods and techniques used to successfully repair and maintain public streets, storm sewer system, sanitary sewer collection system, and a water supply and distribution system.
- General knowledge of general equipment maintenance and repair techniques.
- General knowledge of the practices, procedures, equipment, and materials used in Public Works maintenance and construction work.
- General knowledge of safe operation, maintenance, servicing, and repair of various vehicles, and the ability to operate equipment in a skillful manner.
- General knowledge in welding and cutting equipment in a safe manner.
-

General knowledge of electricity, pumps, motors and generators.

- General experience operating heavy equipment in maintenance or construction work, including underground sewer, water, and/or storm sewer utilities, streets and parks or applicable related experience.
- Manage projects and tasks as directed.
- Ability to read infrastructure maps and engineering record drawings for the purpose of locating and marking underground utility mains and laterals.
- Ability to understand and follow oral and written instructions.
- Ability to communicate effectively and tactfully with the public and City staff. Ability to establish and maintain effective relationships with others.
- Ability to learn new job skills and work tasks as assigned.
- Ability to work independently or as a group.

Minimum Qualifications

- High School Diploma or GED
- Must have Commercial Driver's License, Class B driving privileges with air brakes and a good driving record.
- Must demonstrate proficient verbal and written communication skills.
- Must demonstrate equipment operator skills and knowledge of safety procedures
- Process basic computers skills
- Possess or ability to obtain CDL-A, Class D Water Operator, Class D/SD Wastewater Operator

Physical Requirements

Occasionally exertion of force in excess of 50 and/or up to 100 pounds to move objects or equipment accessories is required. Must be able to exert 20-50 pounds of force frequently to move objects. Must be able to climb ladders in excess of 120 feet and descend into and work inside confined spaces. Occasional exposure to caustic material, annoying odor, grease/grime and repetitive movement.

Working Conditions

This position must be able to respond to afterhours emergency; physically onsite within 30 minutes. Most work is performed in a field environment involving working inside and outside of vehicles and in confined spaces. Seasonal conditions can include excessive heat or cold. Conditions can include working in wet, muddy, slippery or dusty and windy conditions.

PLEASE APPLY BY CLOSING DATE: 5/5/17

SEND COVER LETTER, RESUME, LAKE ELMO APPLICATION AND REFERENCES TO:

CITY OF LAKE ELMO

ATTN: Julie Johnson, CITY CLERK

3800 LAVERNE AVENUE NORTH, LAKE ELMO, MN 55042

PLEASE VISIT OUR WEBSITE AT WWW.LAKEELMO.ORG FOR ADDITIONAL INFORMATION/APPLICATION OR CONTACT US AT 651.747.3900

CITY OF LAKE ELMO IS AN EQUAL OPPORTUNITY EMPLOYER



STAFF REPORT

DATE: April 18, 2017

CONSENT

ITEM #: 13

AGENDA ITEM: Finance Committee Appointments

SUBMITTED BY: Kristina Handt, City Administrator

BACKGROUND:

As has been our practice this year, staff is presenting applications for committee appointments.

ISSUE BEFORE COUNCIL:

Who should the Council appoint to the Finance Committee?

PROPOSAL:

Council members were emailed copies of the application materials from the following:

Terry Forest
Wally Nelson
Anne Cohen

FISCAL IMPACT:

NA

OPTIONS:

- 1) Appoint Terry Forest, Wally Nelson and Anne Cohen to the Finance Committee
- 2) Appoint other members to the Finance Committee
- 3) Do not make any appointments to the Finance Committee

RECOMMENDATION:

"Motion to appoint Terry Forest, Wally Nelson and Anne Cohen to the Finance Committee"

ATTACHMENTS:

- None



STAFF REPORT

DATE: April 18, 2017

CONSENT

ITEM #: 14

TO: City Council

FROM: Greg Malmquist, Fire Chief

AGENDA ITEM: Approval of "AGREEMENT FOR MONITORING OF OUTDOOR WARNING SIREN EQUIPMENT"

REVIEWED BY: Kristina Handt, City Administrator

BACKGROUND: Since our warning sirens were first installed, it was necessary for staff to be at each site on the first Wednesday of each month at 1:00 to ensure the sirens were operating properly. In April of 2013, due to the inconsistency of staff availability, we reached out to the business community and several stepped up to monitor and report in on the operation of the sirens on the first Wednesday of each month. Those businesses were, Animal Inn, Lake Elmo Bank, Rockpoint Church, Lindners Greenhouse, Jesuit Retreat House and Cimarron Park Mngmt. With staff monitoring the remaining sirens. With the installation of the final three sirens, we would like to move forward with the final step in the process, getting on the Woodbury monitoring system as proposed and approved throughout the process.

ISSUE BEFORE COUNCIL: Approval of "AGREEMENT FOR MONITORING OF OUTDOOR WARNING SIREN EQUIPMENT"

PROPOSAL DETAILS/ANALYSIS:

The Woodbury's monitoring system provides the following benefits:

- Daily reports on siren status, batteries, communication, etc., not just once a month
- Eliminate need to physically monitor each siren site during the monthly testing.
- Elimination of annual service contract of \$3745.00. When notified of a problem, could be handled either internally with PW;s staff or individual service call.

FISCAL IMPACT: \$3,745.00 Annual Service contract replaced by \$900.00 Annual Monitoring Fee, (\$100.00 per siren).

OPTIONS:

- 1) Approve Agreement
- 2) Do not approve agreement

RECOMMENDATION:

If removed from the consent agenda:

Motion to approve the Agreement for Monitoring of outdoor Warning Siren Equipment.

ATTACHMENTS: Copy of agreement

AGREEMENT FOR REMOTE MONITORING OF OUTDOOR WARNING SIREN EQUIPMENT

THIS AGREEMENT dated the 1st day of January 2017 is made by and between the CITY OF WOODBURY, a Minnesota municipal corporation (hereinafter referred to as "Woodbury") and the City of Lake Elmo, (hereinafter referred to as "the Vendee").

WHEREAS, the Vendee is interested in utilizing the Federal Signal Command Controller which is owned and operated by Woodbury to monitor the operational status of their outdoor warning siren equipment; and,

WHEREAS, Woodbury and its employees have the technology and have been properly trained to utilize this equipment for the purpose of remote monitoring of the outdoor warning sirens and are willing and able to monitor the Vendee's sirens in accordance with the National Weather Service monthly testing standards and Washington County's testing procedures and the capabilities of Federal Signal System Technology.

NOW, THEREFORE, the parties hereto agree as follows:

1. Services. The overall goal is to insure proper operational readiness of each siren through daily remote monitoring sirens on the system. Woodbury will own, maintain and service the Federal Command Controller Remote Monitoring equipment and its hardware as needed to insure its operational readiness. The Vendee will own, maintain and service its Federal Signal, Outdoor Warning Siren and is responsible for the operational readiness of each of its sirens on the system that are to be monitored. And, the Vendee is responsible for the cost of optimization to migrate each siren that is to be monitored by the Woodbury system onto the Woodbury remote monitoring system.

2. Time of Service. Woodbury will provide remote monitoring services and at minimum, once a month notification the Vendee of siren operational status in conjunction with the National Weather Service's monthly testing and the Washington County procedures of the outdoor warning system for each of the Vendee sirens, which are capable of being monitored remotely by the system. Woodbury will provide the Vendee with fault status updates, on a timely basis, during normal business hours Monday through Friday for siren system abnormalities as they are identified through the regular monitoring of the remote monitoring equipment.

3. Compensation. The Vendee agrees to pay Woodbury on the basis of each individual siren which is on the remote monitoring system upon presentation of Woodbury's invoice. Woodbury's individual

rate to be charged to the Vendee for monitoring its outdoor warning siren/s is attached hereto as Schedule "A", and said rate shall be subject to re-negotiation each year.

4. Liability of Woodbury. Woodbury shall, under no circumstances, be liable under or by reason of this Agreement, directly or indirectly, for any accident, injury, or damage suffered by any of the subjects of the testing procedures carried out under this Agreement, or any of their heirs or assigns.

5. Term. The term of this Agreement shall be for the period commencing on the date of the execution of this Agreement, and shall continue thereafter until terminated by either party giving the other party sixty- (60) day's prior written notice of such termination.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures on the date and year above written.

CITY OF WOODBURY

THE VENDEE

By _____
Its Mayor

By _____
Its _____

By _____
Its Administrator

By _____
Its _____

SCHEDULE A

COMPENSATION BETWEEN CITY OF WOODBURY AND THE CITY OF LAKE ELMO

In accordance with Paragraph 3 of the Agreement for fit testing between the City of Woodbury and the **CITY OF LAKE ELMO**, the parties agreed that Woodbury shall receive \$ 100.00 per individual outdoor warning siren for **Nine outdoor warning siren** .

CITY OF WOODBURY

VENDEE

By _____
Its Mayor

By _____
Its _____

By _____
Its Administrator

By _____
Its _____



STAFF REPORT

DATE: 4/18/2017

CONSENT

ITEM #: 15

MOTION

TO: City Council
FROM: Emily Becker, City Planner
AGENDA ITEM: Bremer Bank Service Center Easement Vacations – 8555 Eagle Point Blvd N
REVIEWED BY: Stephen Wensman, Planning Director
Planning Commission

BACKGROUND:

The City has received requests from Bremer Bank, National Association for two easement vacations over a portion of the property located at 8555 Eagle Point Blvd N:

- To vacate an existing easement for stormwater management purposes to be relocated to allow for the expansion of the existing building.
- To vacate an existing drainage and utility easement to be relocated to accommodate the combination of the three parcels requested to be combined.

ISSUE BEFORE COUNCIL:

The Council is being asked to consider a request for the vacation of two public easements.

PROPOSAL DETAILS/ANALYSIS:

Further Detail and Analysis. The attached Planning Commission Staff Report dated 4/10/17 provides further detail on the reason for the request.

PUBLIC HEARING AND PLANNING COMMISSION COMMENTS:

A public hearing on the request was held at the April 10, 2017 Planning Commission meeting. The public hearing notice was published in the City's official newspaper, and notices were sent to property owners within 350 feet of the subject property.

No one from the public spoke at the public hearing. One inquiry was received prior to the meeting, but no objection. The Planning Commission recommended approval of the requested easement vacations subject to one condition of approval with an affirmative vote of 7-0.

FISCAL IMPACT:

It is a recommended condition of approval that the easements to be vacated be replaced, as approved by the City Engineer. This will allow for expansion of the service center's parking lot, which will accommodate expansion of the building. Therefore, it is anticipated that the easement vacations will have no fiscal impact.

OPTIONS:

The Council may:

- Approve proposed Easement Vacations with recommended condition of approval.
- Approve proposed Easement Vacations with amended condition of approval.
- Approve only one of the proposed Easement Vacations with recommended or amended condition of approval.
- Recommend denial of both proposed Easement Vacations, citing findings of fact as to why the proposal should be denied.

RECOMMENDED CONDITIONS OF APPROVAL:

Staff recommends that the Planning Commission recommend the following condition of approval:

1. The Applicant shall grant the City replacement easements, as approved by the City Engineer, and record said easements with Washington County.

RECOMMENDATION:

Staff and the Planning Commission recommend that the Council approve, as part of tonight's Consent Agenda, the proposed drainage and utility easement vacations as described in Resolution 2017-. If removed from the Consent Agenda, the Council may approve the easement vacations as recommended with the following motion:

"Move to approve Resolution 2017-036 approving the vacation of the easements described as the south 5.00 feet Lot 1 Block 1, Eagle Point Business Park 3rd Addition (Exception) and vacation of the easement as described in Doc. No. 1208614, subject to replacement easements, as approved by the City Engineer, being provided to the City and recorded."

ATTACHMENTS:

- Easement Vacation and Replacement Exhibits
- Application
- Planning Commission Report dated 4/10/2017
- Planning Commission 4/10/2017 Meeting Minutes
- Resolution 2017- Approving Proposed Easement Vacations

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

RESOLUTION NO. 2017-036

*A RESOLUTION VACATING TWO EASEMENTS OVER A PORTION OF LOT 1 BLOCK 1
EAGLE POINT BUSINESS PARK 3RD ADDITION*

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

WHEREAS, the City has received application for a Lot Line Adjustment, which will combine PID#s 330.292.141.0050 and 330.292.141.0051 with Lot 1 Block 1 of Eagle Point Business Park 3rd Addition, as well as parking lot and building expansion permits; and

WHEREAS, the drainage and utility easement legally described as the south 5.00 feet Lot 1 Block 1 of Eagle Point Business Park 3rd Addition will need to be relocated in order to accommodate the aforementioned Lot Line Adjustment; and

WHEREAS, the proposed building expansion will encroach in to the drainage and utility easement, as shown in Doc. No. 1208614 as recorded by Washington County; and

WHEREAS, the Lot is owned by Bremer Financial Services, 8555 Eagle Point Boulevard North, Lake Elmo, MN (Owner); and

WHEREAS, the aforementioned easements will be replaced to accommodate the aforementioned Lot Line Adjustment and building and parking lot expansions, approved by the City Engineer and recorded; and

WHEREAS, a request has been made to the City Council pursuant to Minnesota Statute §412.851 to vacate two easements: the drainage and utility easement legally described as the south 5.00 feet Lot 1 Block 1 of Eagle Point Business Park 3rd Addition (Exception) and the drainage and utility easement as shown in Doc. 1208614 as recorded on September 20, 2011 over a portion of Lot 1 Block 1 of Eagle Point Business Park 3rd Addition legally described, respectively, as follows:

1. The south 5.00 feet Lot 1, Block 1, Eagle Point Business Park 3rd Addition Except the west 10.00 feet of the south 5.00 feet and the east 5.00 feet of the south 5.00 feet of said Lot 1.
2. That part of Lot 1, Block 1, Eagle Point Business Park 3rd Addition, according to the plat thereof filed of record in the office of Registrar of Titles in and for Washington County, Minnesota said easement is described as commencing at the northeast corner of said Lot 1; thence South 00 degrees 00 minutes 40 seconds East, assumed bearing

along the east line of said Lot 1, a distance of 237.89 feet; thence South 89 degrees 59 minutes 20 seconds West 72.72 feet to the point of beginning; thence South 00 degrees 47 minutes 35 seconds East 184.63 feet; thence South 45 degrees 35 minutes 11 seconds West 60.46 feet; thence North 45 degrees 22 minutes 37 seconds West 166.18; thence North 44 degrees 09 minutes 09 seconds East 148.41 feet; thence North 45 degrees 08 minutes 24 seconds West 166.29 feet; thence South 89 degrees 38 minutes 12 seconds West 620.32 feet; thence South 44 degrees 54 minutes 38 seconds West 83.51 feet to the westerly line of said Lot 1; thence northwesternly 96.03 feet along said westerly line being a non-tangential curve concave of the southwest having a radius 320.42 feet a central angle of 17 degrees 10 minutes 16 seconds and a chord which bears North 55 degrees 08 minutes 14 seconds West; thence North 00 degrees 22 minutes 57 seconds West 98.84 feet; thence North 89 degrees 37 minutes 03 seconds East 122.54 feet; thence South 01 degrees 21 minutes 51 seconds East 25.49 feet; thence North 89 degrees 37 minutes 03 seconds East 624.25 feet; thence South 45 degrees 08 minutes 24 seconds East 260.21 feet to the point of beginning.

WHEREAS, the City Clerk reviewed and examined the signatures on said request and determined that such signatures constituted all of the landowners abutting upon the portion of easement to be vacated and rededicated; and

WHEREAS, a public hearing to consider the vacation of the two aforementioned easements was held on the 10th day of April 2017 before the Planning Commission 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 350 feet of the Lot by the City Clerk on the 29th day of March 2017 and all interested and affected persons were given an opportunity to voice their concerns and be heard; and

WHEREAS, the Planning Commission in its discretion has determined that the vacation will benefit the public interest because:

- 1) Replacement easements, as approved by the City Engineer, will be recorded against the property with Washington County.

WHEREAS, the Council, at its meeting on the 18th day of April 2017, considered the recommendation of the Planning Commission.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAKE ELMO, COUNTY OF WASHINGTON MINNESOTA, that such request for vacation two existing drainage and utility easements is hereby granted in accordance with the property descriptions provided above, subject to the following conditions.

1. The Applicant shall grant the City replacement easements, as approved by the City Engineer, and record said easements with Washington County.

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 18th day of April 2017.

Effective Date: _____

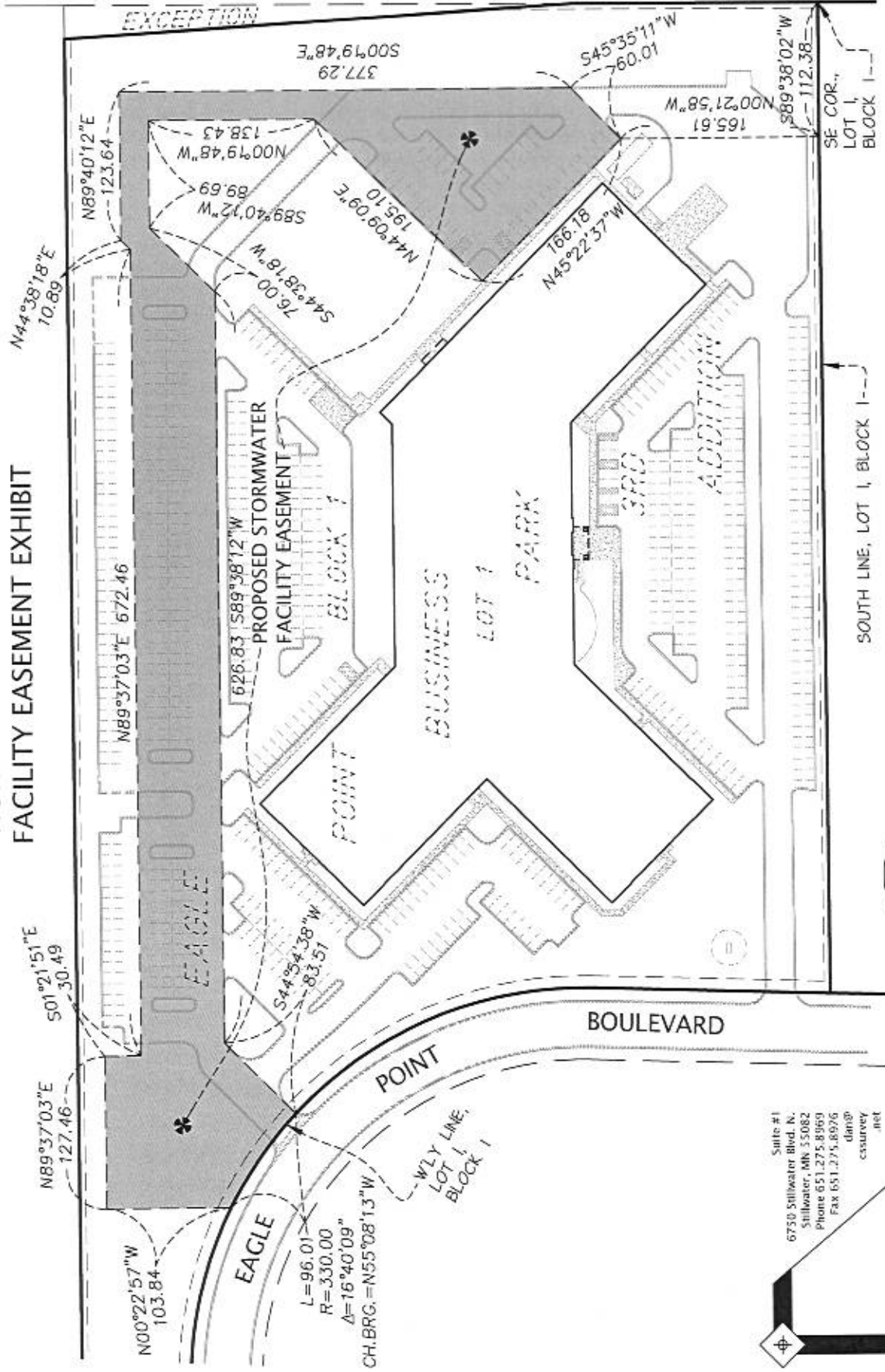
Approved:

Mike Pearson, Mayor

Attested by:

Julie Johnson, City Clerk

NORTHERLY STORMWATER FACILITY EASEMENT EXHIBIT



DENOTES PROPOSED
STORMWATER FACILITY
EASEMENT



Suite #1
6730 Stillwater Blvd. N.
Stillwater, MN 55082
Phone 651.275.8969
Fax 651.275.8926
dms@cornerstone-surveying.net

CORNERSTONE
LAND SURVEYING, INC

LEGAL DESCRIPTION:

Lot One (1), Block One (1), EAGLE POINT BUSINESS PARK 3RD ADDITION,
EXCEPT

That part Beginning at the Northeast corner of said Lot 1, Block 1; thence South 89 degrees 38 minutes 02 seconds West, assumed bearing, along the North line of said Lot 1 a distance of 28.08 feet, thence South 03 degrees 47 minutes 08 seconds East a distance of 426.49 feet to the East line of said Lot 1; thence North 00 degrees 00 minutes 40 seconds West along said East line of Lot 1 a distance of 425.74 feet to the point of beginning.
(Torrens property, Certificate of Title No. 73198)

DESCRIPTION OF PROPOSED EASEMENT:

A stormwater facility easement over, under, and across that portion of Lot 1, Block 1, EAGLE POINT BUSINESS PARK 3RD ADDITION, described as follows:

COMMENCING at the southeast corner of said Lot 1, Block 1; thence on an assumed bearing of South 89 degrees 38 minutes 02 seconds West along the south line of said Lot 1 a distance of 112.38 feet; thence North 00 degrees 21 minutes 58 seconds West a distance of 165.61 feet to the POINT OF BEGINNING; thence North 45 degrees 22 minutes 37 seconds West a distance of 166.18 feet; thence North 44 degrees 09 minutes 09 seconds East a distance of 195.10 feet; thence North 00 degrees 19 minutes 48 seconds West a distance of 138.43 feet; thence South 89 degrees 40 minutes 12 seconds West a distance of 89.69 feet; thence South 44 degrees 38 minutes 18 seconds West a distance of 76.00 feet; thence South 89 degrees 38 minutes 12 seconds West a distance of 626.83 feet; thence South 44 degrees 54 minutes 38 seconds West a distance of 83.51 feet to the westerly line of said Lot 1; thence northwesterly along said westerly line a distance of 96.01 feet along a non-tangential curve concave to the southwest having a radius of 330.00 feet a central angle of 16 degrees 40 minutes 09 seconds and a chord which bears North 55 degrees 08 minutes 13 seconds West; thence North 00 degrees 22 minutes 57 seconds West, not tangent to last described curve, a distance of 103.84 feet; thence North 89 degrees 37 minutes 03 seconds East a distance of 127.46 feet; thence South 01 degrees 21 minutes 51 seconds East a distance of 30.49 feet; thence North 89 degrees 37 minutes 03 seconds East a distance of 672.46 feet; thence North 44 degrees 38 minutes 18 seconds East a distance of 10.89 feet; thence North 89 degrees 40 minutes 12 seconds East a distance of 123.64 feet; thence South 00 degrees 19 minutes 48 seconds East a distance of 377.29 feet; thence South 45 degrees 35 minutes 11 seconds West a distance of 60.01 feet to the POINT OF BEGINNING.



DRAINAGE AND UTILITY EASEMENT EXHIBIT

Map showing the location of the property relative to Eagle Point Blvd, Eagle Park, and Business Park. The map includes a north arrow, a scale bar (0 to 240 feet), and a legend indicating that dashed lines denote proposed drainage and utility easements. The property is divided into an 'ADDITION' and a '3RD' section. A '5' foot wide area is marked along the top and right boundaries.

Legend:

- Dashed line: DENOTES PROPOSED DRAINAGE AND UTILITY EASEMENT

Map Labels:

- EAGLE POINT BLVD
- EAGLE PARK
- BUSINESS PARK
- ADDITION
- 3RD
- 5' (multiple locations)
- 261.00 FEET OF OUTLOT A
- POINT
- OUTLOT
- PROPOSED DRAINAGE AND UTILITY EASEMENT

Scale: 0, 120, 240 feet

North Arrow: (Symbol pointing up)

Contact Information:

Suite #1
6750 Stillwater Blvd. N.
Stillwater, MN 55082
Phone 651.275.8969
Fax 651.275.8976
jane@amc.com

AMC

DENOTES PROPOSED
DRAINAGE AND UTILITY
EASEMENT

PAGE 1 OF 2 PAGES

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

CORNERSTONE
LAND SURVEYING, INC.

LEGAL DESCRIPTION:

The northerly 261.00 feet of Outlot A, EAGLE POINT BUSINESS PARK 3RD ADDITION, according to the plat thereof on file and of record in the office of the Registrar of Titles, Washington County, Minnesota.
(Torrens property, Certificate of Title No. 72855)

AND

That part of Outlot A, EAGLE POINT BUSINESS PARK 3RD ADDITION, lying southerly of the northerly 261.00 feet, according to the recorded plat thereof, Washington County, Minnesota.
(Torrens property, Certificate of Title No. 74304)

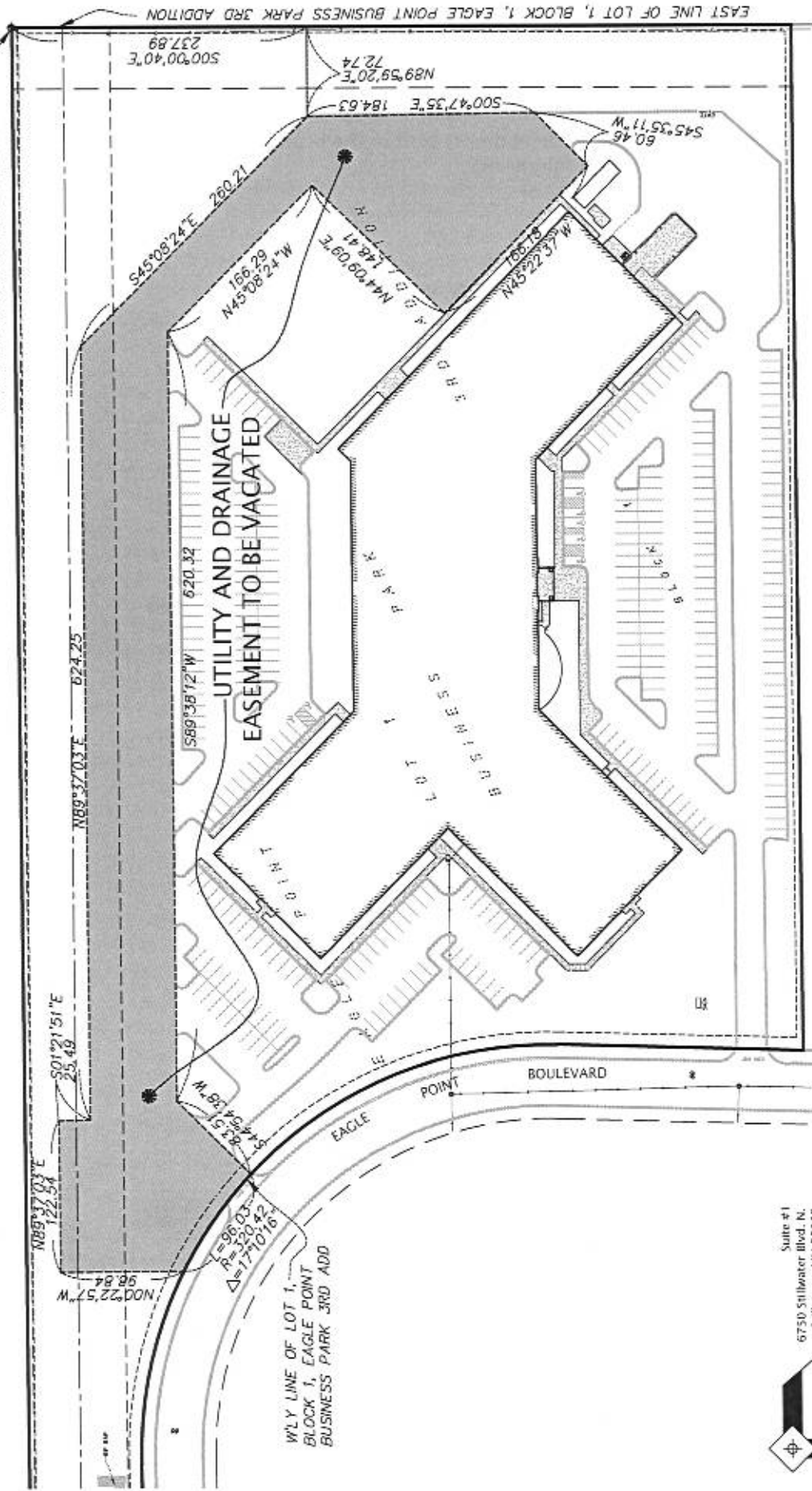
DESCRIPTION OF PROPOSED EASEMENT:

A drainage and utility easement over, under, and across that portion of Outlot A, EAGLE POINT BUSINESS PARK 3RD ADDITION, described as follows:

The westerly 10.00 feet, the southwesterly 5.00 feet, the south 5.00 feet, and the east 5.00 feet; all of said Outlot A

EASEMENT VACATION EXHIBIT

NE CORNER OF LOT 1, BLOCK 1, EAGLE POINT BUSINESS PARK 3RD ADDITION



Suite #1
6750 Stillwater Blvd. N.
Stillwater, MN 55082
Phone 651.275.8569
Fax 651.275.8576
dan@cornerstone
surveying.net

CORNERSTONE
LAND SURVEYING, INC

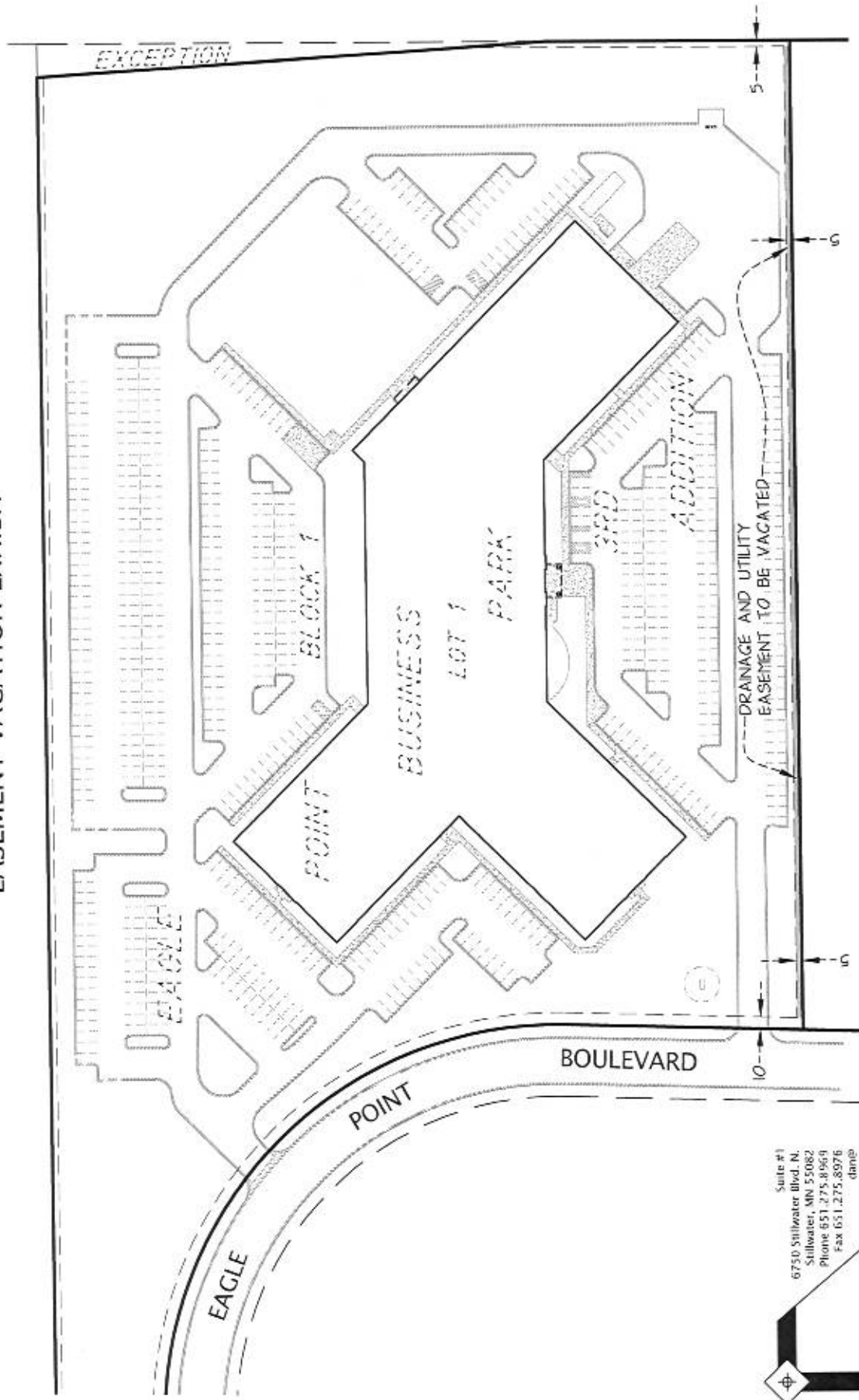
UTILITY AND DRAINAGE EASEMENT TO BE VACATED

An easement for drainage and utility purposes over that part of the following described property:

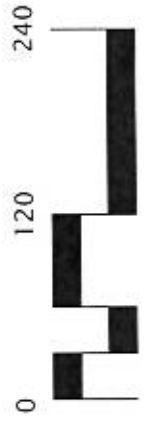
That part of Lot 1, Block 1, EAGLE POINT BUSINESS PARK 3RD ADDITION, according to the plat thereof filed of record in the office of the Registrar of Titles in and for Washington County, Minnesota said easement is described as commencing at the northeast corner of said Lot 1; thence South 00 degrees 00 minutes 40 seconds East, assumed bearing along the east line of said Lot 1, a distance of 237.89 feet; thence South 89 degrees 59 minutes 20 seconds West 72.74 feet to the point of beginning; thence South 00 degrees 47 minutes 35 seconds East 184.63 feet; thence South 45 degrees 35 minutes 11 seconds West 60.46 feet; thence North 45 degrees 22 minutes 37 seconds West 166.18 feet; thence North 44 degrees 09 minutes 09 seconds East 148.41 feet; thence North 45 degrees 08 minutes 24 seconds West 166.29 feet; thence South 89 degrees 38 minutes 12 seconds West 620.32 feet; thence South 44 degrees 54 minutes 38 seconds West 83.51 feet to the westerly line of said Lot 1; thence northwesterly 96.03 feet along said westerly line being a non-tangential curve concave to the southwest having a radius of 320.42 feet a central angle of 17 degrees 10 minutes 16 seconds and a chord which bears North 55 degrees 08 minutes 14 seconds West; thence North 00 degrees 22 minutes 57 seconds West 98.84 feet; thence North 89 degrees 37 minutes 03 seconds East 122.54 feet; thence South 01 degrees 21 minutes 51 seconds East 25.49 feet; thence North 89 degrees 37 minutes 03 seconds East 624.25 feet; thence South 45 degrees 08 minutes 24 seconds East 260.21 feet to the point of beginning.

NOTE: EASEMENT IS AS SHOWN IN DOC. NO. 1208614

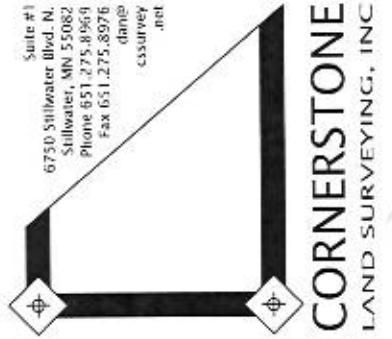
EASEMENT VACATION EXHIBIT



DENOTES DRAINAGE
AND UTILITY EASEMENT
TO BE VACATED



Suite #1
6750 Stillwater Blvd. N.
Stillwater, MN 55082
Phone 651.275.8969
Fax 651.275.8976
dms@cornerstone
surveying.net



LEGAL DESCRIPTION:

Lot One (1), Block One (1), EAGLE POINT BUSINESS PARK 3RD ADDITION,
EXCEPT

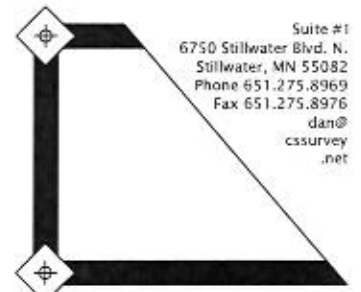
That part Beginning at the Northeast corner of said Lot 1, Block 1; thence
South 89 degrees 38 minutes 02 seconds West, assumed bearing, along the
North line of said Lot 1 a distance of 28.08 feet, thence South 03 degrees 47
minutes 08 seconds East a distance of 426.49 feet to the East line of said Lot
1; thence North 00 degrees 00 minutes 40 seconds West along said East line
of Lot 1 a distance of 425.74 feet to the point of beginning.
(Torrens property, Certificate of Title No. 73198)

DESCRIPTION OF EASEMENT TO BE VACATED:

The south 5.00 feet Lot 1, Block 1, EAGLE POINT BUSINESS PARK 3RD ADDITION

EXCEPT

The west 10.00 feet of the south 5.00 feet and the east 5.00 feet of the south 5.00
feet of said Lot 1



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

CORNERSTONE
LAND SURVEYING, INC
PAGE 2 OF 2 PAGES

Date Received: _____
Received By: _____
Permit #: _____



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

LAND USE APPLICATION

- ☐ Comprehensive Plan ☐ Zoning District Amend ☐ Zoning Text Amend ☐ Variance*(see below) ☐ Zoning Appeal
- ☐ Conditional Use Permit (C.U.P.) ☐ Flood Plain C.U.P. ☐ Interim Use Permit (I.U.P.) ☐ Excavating/Grading
- ☐ Lot Line Adjustment ☐ Minor Subdivision ☐ Residential Subdivision Sketch/Concept Plan
- ☐ PUD Concept Plan ☐ PUD Preliminary Plan ☐ PUD Final Plan ☐ Wireless Communications ☒ Easement Vacation

Applicant: Bremer Bank, National Association c/o Josh Meyer

Address: 8555 Eagle Point Blvd., Lake Elmo, MN 55042

Phone # 651-734-4510

Email Address: JPMeyer@Bremer.com

Fee Owner: Bremer Bank, National Association

Address: 8555 Eagle Point Blvd., Lake Elmo, MN 55042

Phone # 651-734-4510

Email Address: JPMeyer@Bremer.com

Property Location (Address): 8555 Eagle Point Blvd., Lake Elmo, MN 55042

(Complete (long) Legal Description: Lot 1, Block 1 and Outlot A, Eagle Point Business Park 3rd Addition, Washington County, Minnesota Except That Part of Lot 1, Block 1 as described as follows:

PID#: 33.029.21.41.0053, 33.029.21.41.0050, and 33.029.21.41.0051

Detailed Reason for Request: To vacate an existing stormwater facility easement in order to relocate it to allow for expansion of the existing building on site. Also, to vacate an existing drainage and utility easement to allow for efficient development of an overall parcel being combined to allow for efficient parking and land use.

*Variance Requests: As outlined in Section 301.060 C. of the Lake Elmo Municipal Code, the applicant must demonstrate practical difficulties before a variance can be granted. The practical difficulties related to this application are as follows:
Not applicable

In signing this application, I hereby acknowledge that I have read and fully understand the applicable provisions of the Zoning ordinance and current administrative procedures. I further acknowledge the fee explanation as outlined in the application procedures and hereby agree to pay all statements received from the City pertaining to additional application expense.

Signature of applicant: _____

Date: 3-6-17

Signature of fee owner: _____

Date: 3-6-17

Beginning at the northeast corner of said Lot 1, Block 1; thence South 89 degrees 38 minutes 02 seconds West, assumed bearing, along the north line of said Lot 1 a distance of 28.08 feet; thence South 03 degrees 47 minutes 08 seconds East a distance of 426.49 feet to the east line of said Lot 1; thence North 00 degrees 00 minutes 40 seconds West along said east line of Lot 1 a distance of 425.74 feet to the point of beginning.



PAID MAR 08 2017

PUBLIC WORKS DEPARTMENT
SURVEY & LAND MANAGEMENT
DIVISIONDonald J. Theisen, P.E.
DirectorMichael J. Welling, P.L.S.
County Surveyor/Division ManagerWashington County Government Center • 14949 62nd Street North • P.O. Box 6 • Stillwater, MN 55082
Phone 651-430-6875 • Fax 651-430-6888 • TTY 651-430-6246Date of request 3-8-17Parcel Search File No. 17017REQUEST FOR SURROUNDING PROPERTY OWNERS AND ADDRESSES

Requested by: Name Bremer Bank, National Association c/o Josh Meyer
Business Bremer Bank, National Association c/o Josh Meyer
Street address 8555 Eagle Point Blvd.
City/State/Zip code Lake Elmo, MN 55042

Daytime Phone (651) 734-4510List of owner names and addresses for parcels located within 350 feet of:

Parcel ID (if known) 33.029.21.41.0053, 33.029.21.41.0050, and 33.029.21.41.0051
Owner's Name Bremer Bank, National Association c/o Josh Meyer
Street address of subject parcel 8555 Eagle Point Blvd.
City or Township Lake Elmo, MN 55042

Date needed: As Soon As Possible
Mailing labels: Yes X No
of sets of labels: 1

Mail report Pick up report XPARCEL SEARCH FEES

1st 25 parcels, including subject parcel (\$50.00)	\$ <u>50.00</u>
1 sheet of 30 labels (\$1.00/set)	<u>1.00</u>
Postage, if parcel search is mailed (\$2.00)	<u> </u>
Fee, if parcel search is faxed (\$2.00)	<u> </u>

Completion date 3-8-17
Service Rep an
Total # of parcels 40
Total # of labels 31

of additional parcels 35 x .50 = \$ 17.50
of add'l sheets of labels x 1.00 =

Amount due: \$ 108.50
Visa/MC X Check/Cash Invoice
Payment date 3-8-17 Payment received by an

THIS INFORMATION WAS COMPILED FROM WASHINGTON COUNTY SURVEYOR MAPS AND COUNTY ASSESSOR DATA FILES. THE SURVEYOR'S OFFICE IS NOT RESPONSIBLE FOR ANY INACCURACIES IN THE INFORMATION RELIED UPON IN THIS PARCEL SEARCH.

Parcel Search: March 8, 2017 at 9:36 a.m. by SURVPUB
350 feet surrounding multiple parcels. 60 parcels, 31 labels.

3302921110005	3402921330009
3302921130017	3402921330010
3302921140029	3402921330011
3302921410050	3402921330012
3302921410051	3402921330013
3302921410052	3402921330014
3302921410053	3402921330015
3302921420007	3402921330025
3302921420017	
3302921420018	
3302921420019	
3302921440009	
3302921440010	
3302921440012	
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3402921320003	
3402921320004	
3402921320005	
3402921320006	
3402921320013	
3402921320014	
3402921320015	
3402921320024	
3402921320025	
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3402921320038	
3402921320039	



**City of Lake Elmo
Planning Commission Meeting
Minutes of April 10, 2017**

Chairman Kreimer called to order the meeting of the Lake Elmo Planning Commission at 7:00 p.m.

COMMISSIONERS PRESENT: Dorschner, Fields, Kreimer, Dodson, Emerson, Williams, Lundquist and Hartley

COMMISSIONERS ABSENT: Larson

STAFF PRESENT: Planning Director Wensman, City Planner Becker and City Engineer Griffin

Approve Agenda:

M/S/P: Williams/Lundquist, move to approve the agenda as amended, adding a 5c for a condition for buckthorn management for Royal Golf, ***Vote: 7-0, motion carried, unanimously.***

Approve Minutes: March 27, 2017

M/S/P: Williams/Lundquist, move to approve the March 27, 2017 minutes as amended, ***Vote: 4-0, motion carried unanimously.***

Public Hearing – Easement Vacation – Bremer Bank 8555 Eagle Point Blvd

Becker started her presentation regarding the request for a vacation for two public easements. The first request is to vacate and existing D & U for stormwater facility easement to be relocated to allow for expansion of existing building. The second easement to be vacated is along the property line (to be replaced) to allow for combination of three parcels. The City Attorney and the County have been consulted and it is ok to combine a platted lot with outlots. There is one condition being recommended that the applicant shall record replacement easements as approved by the City Engineer.

Dorschner asked if this approval secures the other necessary easements. Becker stated that it does through the condition of approval.

Public Hearing opened at 7:10 pm

There were no written comments and no one spoke

Public Hearing closed at 7:10 pm

Dodson is wondering why there are 2 separate motions being recommended. Becker stated that there would not need to be 2 separate motions, but it makes it more clear what is being vacated.

M/S/P: Dodson/Williams, move to recommend the approval of the vacation of the easement described as south 5.00 feet Lot 1 Block 1, Eagle Point Business Park 3rd Addition and also the easement as shown in Doc. No. 1208614, subject to replacement easements, as approved by the City Engineer being recorded, **Vote: 7-0, motion carried unanimously.**

Public Hearing – Zoning Text Amendment – VMX Zoning District

Becker started her presentation by talking about some of the updates from the last meeting. The Commission wanted to add a definition for Mixed Use. Staff does not recommend adding. It does not fit broadly into code and should only be in this district. There were additional density standards added using the language from the Comprehensive Plan for senior congregate care facilities up to 16 units per acre with CUP. The garage setback of 25 feet was added to the table rather than the text. Standards for V-MDR were not added. The LDR zoning district can be used for areas guided as V-MDR. Setbacks for properties abutting County roads were added.

The issue of single family homes needs to be resolved. Existing single family homes either need to be non-conforming, or if they are permitted uses, the City would need to allow new single family homes in this district. The current Comprehensive Plan language does not mention detached single family homes as allowed uses in VMX district. The minimum lot size for single family homes in VMX is currently 5000 sf, but staff is proposing to change that to 9000 sf to prevent an influx of subdivision. The minimum lot width is proposed to change from 50 ft to 70 ft to mirror V-LDR standards.

There was a discussion at the last meeting regarding conditional and permitted uses in the VMX district. The Commission should specifically outline which uses are of concern and discuss. New housing type mixture requirement was added from MDR standards for Multi-family and two family dwelling units. Staff is recommending striking this. There was concern at the last meeting regarding veterinary services, so language was added to limit services to small domestic pets.

Lundquist asked about the single family housing not being in the Comprehensive Plan. Becker stated that the Comprehensive Plan can be addressed with the amendment currently being worked on. Williams thinks that single family should be included as a permitted use in the table for VMX. Wensman stated that he believes this is the right



STAFF REPORT

DATE: April 18, 2017
CONSENT
ITEM #: 16

AGENDA ITEM: Professional Services Agreement for Space Needs Study

SUBMITTED BY: Kristina Handt, City Administrator

BACKGROUND:

At the April 4, 2017 meeting, Council authorized staff to negotiate with BKV Group for a space needs study.

ISSUE BEFORE COUNCIL:

Should the Council approve the Professional Services Agreement with BKV Group?

PROPOSAL:

A copy of the agreement is included in the packet. It outlines the scope of services, compensation, completion date, termination date, indemnification, insurance, and other standard contract provisions.

The draft report will be due by September 8, 2017 and the final report by September 26, 2017.

FISCAL IMPACT:

Not to exceed cost of \$13,600 is within the anticipated budget

OPTIONS:

- 1) Approve Professional Services Agreement with BKV Group
- 2) Amend and then Approve the Professional Services Agreement with BKV Group
- 3) Do not approve the Professional Services Agreement with BKV Group

RECOMMENDATION:

If removed from the consent agenda:

"Move to approve the Professional Services Agreement with BKV Group."

ATTACHMENTS:

- Professional Services Agreement

PROFESSIONAL SERVICES AGREEMENT

Lake Elmo Municipal Facilities Space Needs Assessment

THIS AGREEMENT made this _____ day of _____, 20____, by and between the **CITY OF LAKE ELMO**, a Minnesota municipal corporation (the "City") and **Boarman Kroos Vogel Group (dba BKV Group)** (the "Consultant").

IN CONSIDERATION OF THEIR MUTUAL COVENANTS THE PARTIES AGREE AS FOLLOWS:

1. SCOPE OF SERVICES. The City retains the Consultant to conduct a Facility Space Needs Assessment of the Lake Elmo Municipal Facilities. At a minimum, as part of the Facility Space Needs Assessment, the Consultant's assessment and report shall include:

- A. Identify Current Facility Conditions and Deficiencies
 - Age of Facility
 - Structural Issues
 - Size (sq. ft.)
 - Number of Staff
 - Equipment
 - * Storage
 - * ADA Compliance
 - * Utility Costs
 - * Hours of Operation
 - * Photos
- B. City Population and Growth Projections based upon published data prepared by others
- C. Future Facility Needs
 - Identify Shared Space Potential
 - Workspace
 - Storage
 - Meeting Rooms
 - Sustainable Buildings/LEED
 - IT and Computer Equipment
- D. Space Needs
 - Square Footage, as requested by staff
 - Square Footage, as suggested by standard
- E. Preliminary Cost Estimates
- F. Preliminary Site Design layouts
- G. Potential Funding Sources
- H. Potential Improvements to Existing Buildings
- I. Timeline
- J. Facilities to be included are the City Hall, 2 fire stations and public works.

The Consultant agrees to perform the assessment and prepare the report consistent with the Request for Proposals issued by the City dated February 8, 2017 and the Consultant's proposal submitted to the City dated March 14, 2017.

2. **COMPENSATION.** The Consultant shall be paid \$ 13,600.00 by the City in accordance with the Consultant's proposal, which is a not-to-exceed amount. Upon submittal and acceptance by the City of the draft report, the City shall pay the Consultant the first installment of \$ 10,700.00, and the City shall pay the Consultant the remaining \$ 2,900.00 upon presentation of the final report by the Consultant to the City Council.

3. **COMPLETION DATE.** The Consultant must complete the services on or before September 8, 2017 for the draft report and no later than September 26, 2017 for the final report.

4. **TERMINATION.** The City may terminate this Agreement at any time without cause upon not less than seven (7) days' prior written notice to the Consultant. Upon termination of this Agreement, the Consultant shall only be paid for work in progress or completed as of the effective date of termination.

5. **DOCUMENTS.** The City shall be the owner of all documents, reports, studies, analyses and the like prepared by the Consultant in conjunction with this Agreement. Consultant retains all rights to its pre-existing intellectual property, which is licensed to the City for purposes of this Agreement.

6. **COMPLIANCE WITH LAWS AND REGULATIONS.** In providing services hereunder, the Consultant shall abide by all statutes, ordinances, rules and regulations pertaining to the provisions of services to be provided.

7. **STANDARD OF CARE.** The Consultant shall exercise the same degrees of care, skill, and diligence in the performance of the services under this Agreement as is ordinarily possessed and exercised by a professional consultant under similar circumstances. No other warranty, expressed or implied, is included in this Agreement. The City is not responsible for discovering deficiencies in the accuracy of the Consultant's services.

8. **INDEMNIFICATION.** The Consultant shall indemnify and hold harmless the City, its officials, agents, consultants, and employees, from and against any and all claims, demands, actions, causes of action, including costs and attorney's fees, to the extent caused by Consultant's negligence or other fault in the execution or performance of the work or services provided for the City by the Consultant herein.

9. **INSURANCE.** The Consultant shall secure and maintain such insurance as will protect the Consultant from claims under the Worker's Compensation Acts, automobile liability, and from claims for bodily injury, death, or property damage which may arise from the performance of services under this Agreement. Such insurance shall be written for amounts not less than:

Commercial General Liability	\$2,000,000 each occurrence/aggregate
Automobile Liability	\$2,000,000 combined single limit
Excess/Umbrella Liability	\$2,000,000 each occurrence/aggregate
Workers' Compensation	Statutory limits

Professional Liability

\$1,000,000 each occurrence/aggregate

The City shall be named as an additional insured on the commercial general liability and umbrella policies.

Before commencing work, the Consultant shall provide the City a certificate of insurance evidencing the required insurance coverage in a form acceptable to the City. The Consultant shall provide either a certificate of insurance or an endorsement to the policy that provides that the City will be provided with at least 30 days' written notice of any intended cancellation or non-renewal of the policy and at least 10 days' written notice of cancellation for nonpayment of premium.

10. INDEPENDENT CONTRACTOR. The City hereby retains the Consultant as an independent contractor upon the terms and conditions set forth in this Agreement. The Consultant is not an employee of the City and is free to contract with other entities as provided herein. The Consultant shall be responsible for selecting the means and methods of performing the work. The Consultant shall furnish any and all supplies, equipment, and incidentals necessary for the Consultant's performance under this Agreement. The City and the Consultant agree that the Consultant shall not at any time or in any manner represent that the Consultant or any of the Consultant's agents or employees are in any manner agents or employees of the City. The Consultant shall be exclusively responsible under this Agreement for the Consultant's own FICA payments, workers compensation payments, unemployment compensation payments, withholding amounts, and/or self-employment taxes if any such payments, amounts, or taxes are required to be paid by law or regulation.

11. SUBCONTRACTORS. The Consultant shall not enter into subcontracts for services provided under this Agreement without the express written consent of the City. The Consultant shall comply with Minnesota Statutes Section 471.425. The Consultant must pay subcontractors for all undisputed services provided by the subcontractor within ten days of the Consultant's receipt of payment from the City. The Consultant must pay interest of 1.5 percent per month or any part of a month to a subcontractor on any undisputed amount not paid on time to the subcontractor. The minimum monthly interest penalty payment for an unpaid balance of \$100 or more is \$10.

12. NONDISCRIMINATION. The Contractor and any subcontractors employed by the Contractor to perform work under this Agreement shall comply with all applicable provisions of all federal, state and municipal laws which prohibit discrimination in employment to members of a protected class and all rules and regulations, promulgated and adopted pursuant thereto. The Contractor will include a similar provision in all subcontracts entered into for the performance of this Agreement.

13. ASSIGNMENT. Neither party shall assign this Agreement, nor any interest arising herein, without the written consent of the other party.

14. WAIVER. Any waiver by either party of a breach of any provisions of this Agreement shall not affect, in any respect, the validity of the remainder of this Agreement.

15. ENTIRE AGREEMENT. The entire agreement of the parties is contained herein. This Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the parties relating to the subject matter hereof. Any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when expressed in writing and duly signed by the parties, unless otherwise provided herein.

16. **CONTROLLING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota.

17. **COPYRIGHT.** The Consultant shall defend actions or claims charging infringement of any copyright or patent by reason of the use or adoption of any designs, drawings or specifications supplied by it, and it shall hold the City harmless from loss or damage resulting therefrom.

17. **RECORDS.** The Consultant shall maintain complete and accurate records of time and expense involved in the performance of services.

18. **MINNESOTA GOVERNMENT DATA PRACTICES ACT.** The Consultant must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to (1) all data provided by the City pursuant to this Agreement, and (2) all data, created, collected, received, stored, used, maintained, or disseminated by the Consultant pursuant to this Agreement. The Consultant is subject to all the provisions of the Minnesota Government Data Practices Act, including but not limited to the civil remedies of Minnesota Statutes Section 13.08, as if it were a government entity. In the event the Consultant receives a request to release data, the Consultant must immediately notify the City. The City will give the Consultant instructions concerning the release of the data to the requesting party before the data is released. The Consultant agrees to defend, indemnify, and hold the City, its officials, agents, employees, and consultants harmless from any claims resulting from the Consultant's officers', agents', employees', volunteers', assignees' or subcontractors' unlawful disclosure and/or use of protected data. The terms of this paragraph shall survive the cancellation or termination of this Agreement.

CITY OF LAKE ELMO

By: _____

Mike Pearson

Its: Mayor

By: _____

Kristina Handt

Its: City Administrator

ATTEST:

Julie Johnson, City Clerk

Company Name

By: _____

Its _____



STAFF REPORT

DATE: April 18, 2017
REGULAR
ITEM #: 17

AGENDA ITEM: 2017A Bonding

SUBMITTED BY: Kristina Handt, City Administrator

REVIEWED BY: Brian Swanson, Finance Director

BACKGROUND:

The City Council has included a number of projects in the 2017-2021 CIP for this year with funding proposed to come from bonding. The Council is in various stages of approval-feasibility study, advertising for bids, approving purchases, etc. for the projects. Projects include the 2017 street projects, Ideal Ave/CSAH 13 street and sewer project, Old Village Phase 3 Improvement Project, Dump Truck with Plow, Pick Up Truck, Hudson Blvd Lift Station and the fourth and final payment to the Washington County for Old Village Phase 2 Improvement Project.

ISSUE BEFORE COUNCIL:

Should the Council authorize the issuance and sale of \$9,880,000 general obligation bonds?

PROPOSAL DETAILS/ANALYSIS:

Tammy Omdahl from Northland Securities will be at the meeting to go over the finance plan, which is included in your packet, and answer any questions you may have.

The current proposed bond sizing is \$9,880,000 but staff will lower that amount if possible after bids on projects are received the first week of May.

FISCAL IMPACT:

Beginning on page 6 of the finance plan, the portion of the bond proceeds are broken down.

The improvement portion of the bonds of approximately \$4.57 million covers the street costs. The equipment portion of the bonds of approximately \$280,000 covers the dump truck and pickup truck. These two items will be paid back through the general fund debt. Annual payment will be around \$563,000 before reducing for special assessment revenue. Special assessment revenue should account for about a third of the payment.

The sewer portion of the bonds of approximately \$3.05 million covers the Old Village Phase 2 and 3 projects, CSAH 13 project and the Hudson Blvd lift station. Annual payments will be around \$255,000 before reducing for special assessments. Special assessments will cover all projects except for the Hudson Blvd lift station, which will be paid from sewer fund revenues.

The water portion covers the Old Village Phase 2 and 3 projects. Of the \$1.8 million, being borrowed nearly all of it will be paid from water revenue funds. The only exception being about \$50,000 if water is brought to the Westbrook building as part of Phase 3. Annual payments would be about \$155,000.

The storm water portion of the bonds of approximately \$155,000 is for Old Village Phase 2. The annual payment of around \$13,000 will be paid from storm water revenues.

OPTIONS:

- 1) Approve Resolution No. 2017-037
- 2) Amend and then Approve Resolution No 2017-037
- 3) Do not authorize the issuance of bonds

RECOMMENDATION:

Motion to approve Resolution No. 2017-037: A Resolution Authorizing Issuance and Sale of \$9,880,000 General Obligation Bonds, Series 2017A

ATTACHMENTS:

- Finance Plan
- Resolution No 2017-037
- Municipal Advisory Services Agreement with Northland Securities, Inc.

Finance Plan

Lake Elmo, Minnesota

\$9,880,000

**General Obligation Bonds,
Series 2017A**

April 18, 2017



45 South 7th Street, Suite 2000

Minneapolis, MN 55402

612-851-5900 800-851-2920

www.northlandsecurities.com

Member FINRA and SIPC

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Executive Summary

The following is a summary of the recommended terms for the issuance of \$9,880,000 General Obligation Bonds, Series 2017A (the "Bonds" or "2017A Bonds"). Additional information on the proposed finance plan and issuing process can be found after the Executive Summary, in the Issue Overview and Attachment 3 - Related Considerations.

Purpose	Proceeds from the Bonds will be used to finance an improvement project, the purchase of equipment, a sewer project, a water project and a storm water project.
Security	The Bonds will be a General Obligation of the City. The City will pledge special assessments collected from benefitted properties for payment on the Improvement Portion of the Bonds, property tax levies for payment on the Equipment Portion of the Bonds, and sewer, water and storm water revenues on the Water, Sewer and Storm Water Portions of the Bonds.
Repayment Term	The Bonds will mature annually each January 15 in the years 2019 through 2033. Interest on the Bonds will be payable on January 15, 2018 and semiannually thereafter on each July 15 and January 15.
Estimated Interest Rate	Average coupon: 2.89% True interest cost (TIC): 3.02%
Prepayment Option	Bonds maturing on and after January 15, 2026 will be subject to redemption on January 15, 2025 and any day thereafter at a price of par plus accrued interest.
Rating	A rating will be requested from Moody's. The City's general obligation debt is currently rated "Aa2" by Moody's.
Tax Status	The Bonds will be tax-exempt, bank qualified obligations.
Risk Factors	There are certain risks associated with all debt. Risk factors related to the Bonds are discussed in Attachment 5.
Type of Bond Sale	Public Sale - Competitive Bids
Proposals Received	Tuesday, May 16, 2017 @ 10:30 A.M.
Council Consideration	Tuesday, May 16, 2017 @ 7:00 P.M.

Issue Overview

Purpose

Proceeds from the Bonds will be used to finance the following projects (together, the "Projects"):

- an improvement project, which includes North Tri Lakes, Ideal Ave CSAH 13 and Old Village Phase 3 (the "Improvement Portion"),
- an equipment purchase of a dump truck and plow pickup truck (the "Equipment Portion"), and
- a sewer project, which includes Ideal Ave CSAH 13, Old Village Phase 3, Hudson Blvd Lift Station and Lake Elmo Ave/Downtown Project; a water project, which includes Old Village Phase 3 and Lake Elmo Ave/Downtown Project; and a storm water project, which includes the Lake Elmo Ave/Downtown Project (together, the "Revenue Portion").

Proceeds will also be used to pay costs associated with issuing the Bonds. The Bonds have been sized based on estimates provided by City Staff and the City engineer. The table below contains the sources and uses of funds and preliminary estimated interest rates for the bond issue. The Planned Equity Contribution will cover the interest payment due on January 15, 2018 for the Improvement Portion and the Equipment Portion.

	Improvement Portion	Equipment Portion	Sewer Portion	Water Portion	Storm Water Portion	Issue Summary
Sources Of Funds						
Par Amount of Bonds	\$4,570,000.00	\$280,000.00	\$3,045,000.00	\$1,830,000.00	\$155,000.00	\$9,880,000.00
Planned Issuer Equity contribution	67,547.28	4,003.95	-	-	-	71,551.23
Total Sources	\$4,637,547.28	\$284,003.95	\$3,045,000.00	\$1,830,000.00	\$155,000.00	\$9,951,551.23
Uses Of Funds						
Total Underwriter's Discount (1.000%)	45,700.00	2,800.00	30,450.00	18,300.00	1,550.00	98,800.00
Costs of Issuance	28,793.78	1,764.17	19,185.35	11,530.11	976.59	62,250.00
Deposit to Project Construction Fund	4,495,407.00	272,500.00	2,993,895.00	1,802,927.00	154,033.00	9,718,762.00
Deposit to Debt Service	67,547.28	4,003.95	-	-	-	71,551.23
Rounding Amount	99.22	2,935.83	1,469.65	(2,757.11)	(1,559.59)	188.00
Total Uses	\$4,637,547.28	\$284,003.95	\$3,045,000.00	\$1,830,000.00	\$155,000.00	\$9,951,551.23

Date And Term Structure

Dated	6/08/2017
Delivery Date	6/08/2017
First available call date	1/15/2025
Call Price	100.000%

Yield Statistics

Bond Year Dollars	\$76,165.44
Average Life	7.709 Years
Average Coupon	2.8899530%
Net Interest Cost (NIC)	3.0196706%
True Interest Cost (TIC)	3.0160841%
All Inclusive Cost (AIC)	3.1111896%

Authority

The Bonds will be issued pursuant to the authority of Minnesota Statutes, Chapters 429, 444, and 475 and Section 412.301.

Under Chapter 412.301, Capital Equipment includes, but is not limited to, road construction and maintenance equipment, public safety equipment and computer hardware and software, which must have a useful life at least as long as the term of the debt issued to finance the equipment. The term of the Bonds cannot exceed 10 years from the date of issuance.

If the amount of the Equipment Portion of the Bonds exceeds 0.25% of the estimated market value of the taxable property in the City, a reverse referendum provision applies. The City's estimated market value for taxes payable in 2017 is \$1,377,844,600 ($\$1,377,844,600 \times 0.0025 = \$3,444,612$). Since the Equipment Portion of the Bonds does not exceed \$3,444,612, the reverse referendum provision does not apply.

Under Chapter 429, an Improvement means any type of improvement made under authority granted by section 429.021, which includes, but is not limited to, improvements to streets and sidewalks, storm and sanitary sewer systems, and street lighting systems.

Before issuing bonds under Chapter 429, the City must hold a public hearing on the Improvements and the proposed bonds, and must then pass a resolution ordering the improvements by at least a 4/5 majority. Public hearings have been held for the Improvement Portion and all corresponding resolutions have passed with a 4/5 majority.

Structure

The Improvement Portion has been structured over 10 years, with relatively level annual debt service payments. The Equipment Portion has been structured over 9 years with relatively level annual debt service payments and based on the maximum term allowed, ten years from the date of the Bonds. The Revenue Portions have been structured over 15 years, with relatively level annual debt service payments.

The proposed structure for the bond issue and preliminary debt service projections are illustrated in Attachment 1 and the estimated levies are illustrated in Attachment 2.

Security and Source of Repayment

The Bonds will be general obligations of the City. The finance plan relies on the following assumptions for the revenues used to pay debt service, as provided by City staff:

- Special Assessments. The City is expected to levy special assessments against benefited properties in the amount of \$1,803,847 (40% of the Improvement Portion of the Bonds) for the Improvement Portion of the Bonds. The assessments will be payable over 10 years, with an interest rate of 2.00% over the average coupon on the Improvement Portion of the Bonds (currently estimated to be 4.65%), and structured for level annual payments of principal and interest. The plan assumes that the assessments will be levied in 2017 for initial payment in 2018.
- Utility Revenues. Net revenues of the City's sewer, water and storm water utilities will be pledged for payment of the Revenue Portions of the Bonds. The City will covenant to adopt sewer, water and storm water rates and charges that are sufficient to produce net revenues equal to at least 105% of the debt service requirements on the Revenue Portions of the Bonds. In the event there is a deficiency in the amount of net revenues available for payment of debt service, the City may levy taxes to cover the insufficiency, but only on a temporary basis until rates are adjusted.
- Property Taxes. The remaining revenues needed to pay debt service on the Bonds are expected to come from property tax levies. The initial projections show an annual tax levy is needed to produce the statutory requirement of 105% of debt service, after accounting for assessments and utility revenues. The levy may be adjusted annually based on actual special assessment collections and additional monies in the debt service fund. The initial tax levy will be made in 2017 for taxes payable in 2018.
- Given the timing of the initial revenue from assessments and taxes, the Bonds include a Planned Issuer Equity Contribution to pay the interest due on January 15, 2018 for the Improvement Portion and the Equipment Portion of the Bonds.

Plan Rationale

The Finance Plan recommended in this report is based on a variety of factors and information provided by the City related to the financed project and City objectives, Northland's knowledge of the City and our experience in working with similar cities and projects. The issuance of General Obligation Bonds provides the best means of achieving the City's objectives and cost effective financing. The City has successfully issued and managed this type of debt for previous projects.

Issuing Process

Northland will receive bids to purchase the Bonds on Tuesday, May 16, 2017 at 10:30 AM. Market conditions and the marketability of the Bonds support issuance through a competitive sale. This process has been chosen as it is intended to produce the lowest combination of interest expense and underwriting expense on the date and time set to receive bids. The calendar of events for the issuing process can be found in Attachment 4.

Municipal Advisor: Northland Securities, Inc., Minneapolis, Minnesota

Bond Counsel: Dorsey & Whitney LLC, Minneapolis, Minnesota

Paying Agent: Northland Trust Services, Inc. Minneapolis, Minnesota

Attachment 1 – Preliminary Debt Service Schedules

Total Combined 2017A Bonds

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
06/08/2017	-	-	-	-	-
01/15/2018	-	-	156,360.55	156,360.55	156,360.55
07/15/2018	-	-	129,700.00	129,700.00	-
01/15/2019	725,000.00	1.700%	129,700.00	854,700.00	984,400.00
07/15/2019	-	-	123,537.50	123,537.50	-
01/15/2020	740,000.00	1.900%	123,537.50	863,537.50	987,075.00
07/15/2020	-	-	116,507.50	116,507.50	-
01/15/2021	750,000.00	2.100%	116,507.50	866,507.50	983,015.00
07/15/2021	-	-	108,632.50	108,632.50	-
01/15/2022	770,000.00	2.250%	108,632.50	878,632.50	987,265.00
07/15/2022	-	-	99,970.00	99,970.00	-
01/15/2023	785,000.00	2.400%	99,970.00	884,970.00	984,940.00
07/15/2023	-	-	90,550.00	90,550.00	-
01/15/2024	805,000.00	2.550%	90,550.00	895,550.00	986,100.00
07/15/2024	-	-	80,286.25	80,286.25	-
01/15/2025	820,000.00	2.650%	80,286.25	900,286.25	980,572.50
07/15/2025	-	-	69,421.25	69,421.25	-
01/15/2026	845,000.00	2.750%	69,421.25	914,421.25	983,842.50
07/15/2026	-	-	57,802.50	57,802.50	-
01/15/2027	870,000.00	2.900%	57,802.50	927,802.50	985,605.00
07/15/2027	-	-	45,187.50	45,187.50	-
01/15/2028	855,000.00	3.050%	45,187.50	900,187.50	945,375.00
07/15/2028	-	-	32,148.75	32,148.75	-
01/15/2029	355,000.00	3.150%	32,148.75	387,148.75	419,297.50
07/15/2029	-	-	26,557.50	26,557.50	-
01/15/2030	370,000.00	3.250%	26,557.50	396,557.50	423,115.00
07/15/2030	-	-	20,545.00	20,545.00	-
01/15/2031	380,000.00	3.350%	20,545.00	400,545.00	421,090.00
07/15/2031	-	-	14,180.00	14,180.00	-
01/15/2032	395,000.00	3.450%	14,180.00	409,180.00	423,360.00
07/15/2032	-	-	7,366.25	7,366.25	-
01/15/2033	415,000.00	3.550%	7,366.25	422,366.25	429,732.50
Total	\$9,880,000.00	-	\$2,201,145.55	\$12,081,145.55	-

Improvement Portion

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
06/08/2017	-	-	-	-	-
01/15/2018	-	-	67,547.28	67,547.28	67,547.28
07/15/2018	-	-	56,030.00	56,030.00	-
01/15/2019	415,000.00	1.700%	56,030.00	471,030.00	527,060.00
07/15/2019	-	-	52,502.50	52,502.50	-
01/15/2020	420,000.00	1.900%	52,502.50	472,502.50	525,005.00
07/15/2020	-	-	48,512.50	48,512.50	-
01/15/2021	430,000.00	2.100%	48,512.50	478,512.50	527,025.00
07/15/2021	-	-	43,997.50	43,997.50	-
01/15/2022	440,000.00	2.250%	43,997.50	483,997.50	527,995.00
07/15/2022	-	-	39,047.50	39,047.50	-
01/15/2023	450,000.00	2.400%	39,047.50	489,047.50	528,095.00
07/15/2023	-	-	33,647.50	33,647.50	-
01/15/2024	460,000.00	2.550%	33,647.50	493,647.50	527,295.00
07/15/2024	-	-	27,782.50	27,782.50	-
01/15/2025	470,000.00	2.650%	27,782.50	497,782.50	525,565.00
07/15/2025	-	-	21,555.00	21,555.00	-
01/15/2026	480,000.00	2.750%	21,555.00	501,555.00	523,110.00
07/15/2026	-	-	14,955.00	14,955.00	-
01/15/2027	495,000.00	2.900%	14,955.00	509,955.00	524,910.00
07/15/2027	-	-	7,777.50	7,777.50	-
01/15/2028	510,000.00	3.050%	7,777.50	517,777.50	525,555.00
Total	\$4,570,000.00	-	\$759,162.28	\$5,329,162.28	-

Equipment Portion

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
06/08/2017	-	-	-	-	-
01/15/2018	-	-	4,003.95	4,003.95	4,003.95
07/15/2018	-	-	3,321.25	3,321.25	-
01/15/2019	30,000.00	1.700%	3,321.25	33,321.25	36,642.50
07/15/2019	-	-	3,066.25	3,066.25	-
01/15/2020	30,000.00	1.900%	3,066.25	33,066.25	36,132.50
07/15/2020	-	-	2,781.25	2,781.25	-
01/15/2021	30,000.00	2.100%	2,781.25	32,781.25	35,562.50
07/15/2021	-	-	2,466.25	2,466.25	-
01/15/2022	30,000.00	2.250%	2,466.25	32,466.25	34,932.50
07/15/2022	-	-	2,128.75	2,128.75	-
01/15/2023	30,000.00	2.400%	2,128.75	32,128.75	34,257.50
07/15/2023	-	-	1,768.75	1,768.75	-
01/15/2024	30,000.00	2.550%	1,768.75	31,768.75	33,537.50
07/15/2024	-	-	1,386.25	1,386.25	-
01/15/2025	30,000.00	2.650%	1,386.25	31,386.25	32,772.50
07/15/2025	-	-	988.75	988.75	-
01/15/2026	35,000.00	2.750%	988.75	35,988.75	36,977.50
07/15/2026	-	-	507.50	507.50	-
01/15/2027	35,000.00	2.900%	507.50	35,507.50	36,015.00
Total	\$280,000.00	-	\$40,833.95	\$320,833.95	-

Sewer Revenue Portion

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
06/08/2017	-	-	-	-	-
01/15/2018	-	-	51,349.13	51,349.13	51,349.13
07/15/2018	-	-	42,593.75	42,593.75	-
01/15/2019	170,000.00	1.700%	42,593.75	212,593.75	255,187.50
07/15/2019	-	-	41,148.75	41,148.75	-
01/15/2020	175,000.00	1.900%	41,148.75	216,148.75	257,297.50
07/15/2020	-	-	39,486.25	39,486.25	-
01/15/2021	175,000.00	2.100%	39,486.25	214,486.25	253,972.50
07/15/2021	-	-	37,648.75	37,648.75	-
01/15/2022	180,000.00	2.250%	37,648.75	217,648.75	255,297.50
07/15/2022	-	-	35,623.75	35,623.75	-
01/15/2023	185,000.00	2.400%	35,623.75	220,623.75	256,247.50
07/15/2023	-	-	33,403.75	33,403.75	-
01/15/2024	190,000.00	2.550%	33,403.75	223,403.75	256,807.50
07/15/2024	-	-	30,981.25	30,981.25	-
01/15/2025	195,000.00	2.650%	30,981.25	225,981.25	256,962.50
07/15/2025	-	-	28,397.50	28,397.50	-
01/15/2026	200,000.00	2.750%	28,397.50	228,397.50	256,795.00
07/15/2026	-	-	25,647.50	25,647.50	-
01/15/2027	205,000.00	2.900%	25,647.50	230,647.50	256,295.00
07/15/2027	-	-	22,675.00	22,675.00	-
01/15/2028	210,000.00	3.050%	22,675.00	232,675.00	255,350.00
07/15/2028	-	-	19,472.50	19,472.50	-
01/15/2029	215,000.00	3.150%	19,472.50	234,472.50	253,945.00
07/15/2029	-	-	16,086.25	16,086.25	-
01/15/2030	225,000.00	3.250%	16,086.25	241,086.25	257,172.50
07/15/2030	-	-	12,430.00	12,430.00	-
01/15/2031	230,000.00	3.350%	12,430.00	242,430.00	254,860.00
07/15/2031	-	-	8,577.50	8,577.50	-
01/15/2032	240,000.00	3.450%	8,577.50	248,577.50	257,155.00
07/15/2032	-	-	4,437.50	4,437.50	-
01/15/2033	250,000.00	3.550%	4,437.50	254,437.50	258,875.00
Total	\$3,045,000.00	-	\$848,569.13	\$3,893,569.13	-

Water Revenue Portion

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
06/08/2017	-	-	-	-	-
01/15/2018	-	-	30,881.81	30,881.81	30,881.81
07/15/2018	-	-	25,616.25	25,616.25	-
01/15/2019	100,000.00	1.700%	25,616.25	125,616.25	151,232.50
07/15/2019	-	-	24,766.25	24,766.25	-
01/15/2020	105,000.00	1.900%	24,766.25	129,766.25	154,532.50
07/15/2020	-	-	23,768.75	23,768.75	-
01/15/2021	105,000.00	2.100%	23,768.75	128,768.75	152,537.50
07/15/2021	-	-	22,666.25	22,666.25	-
01/15/2022	110,000.00	2.250%	22,666.25	132,666.25	155,332.50
07/15/2022	-	-	21,428.75	21,428.75	-
01/15/2023	110,000.00	2.400%	21,428.75	131,428.75	152,857.50
07/15/2023	-	-	20,108.75	20,108.75	-
01/15/2024	115,000.00	2.550%	20,108.75	135,108.75	155,217.50
07/15/2024	-	-	18,642.50	18,642.50	-
01/15/2025	115,000.00	2.650%	18,642.50	133,642.50	152,285.00
07/15/2025	-	-	17,118.75	17,118.75	-
01/15/2026	120,000.00	2.750%	17,118.75	137,118.75	154,237.50
07/15/2026	-	-	15,468.75	15,468.75	-
01/15/2027	125,000.00	2.900%	15,468.75	140,468.75	155,937.50
07/15/2027	-	-	13,656.25	13,656.25	-
01/15/2028	125,000.00	3.050%	13,656.25	138,656.25	152,312.50
07/15/2028	-	-	11,750.00	11,750.00	-
01/15/2029	130,000.00	3.150%	11,750.00	141,750.00	153,500.00
07/15/2029	-	-	9,702.50	9,702.50	-
01/15/2030	135,000.00	3.250%	9,702.50	144,702.50	154,405.00
07/15/2030	-	-	7,508.75	7,508.75	-
01/15/2031	140,000.00	3.350%	7,508.75	147,508.75	155,017.50
07/15/2031	-	-	5,163.75	5,163.75	-
01/15/2032	145,000.00	3.450%	5,163.75	150,163.75	155,327.50
07/15/2032	-	-	2,662.50	2,662.50	-
01/15/2033	150,000.00	3.550%	2,662.50	152,662.50	155,325.00
Total	\$1,830,000.00	-	\$510,939.31	\$2,340,939.31	-

Storm Water Revenue Portion

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
06/08/2017	-	-	-	-	-
01/15/2018	-	-	2,578.38	2,578.38	2,578.38
07/15/2018	-	-	2,138.75	2,138.75	-
01/15/2019	10,000.00	1.700%	2,138.75	12,138.75	14,277.50
07/15/2019	-	-	2,053.75	2,053.75	-
01/15/2020	10,000.00	1.900%	2,053.75	12,053.75	14,107.50
07/15/2020	-	-	1,958.75	1,958.75	-
01/15/2021	10,000.00	2.100%	1,958.75	11,958.75	13,917.50
07/15/2021	-	-	1,853.75	1,853.75	-
01/15/2022	10,000.00	2.250%	1,853.75	11,853.75	13,707.50
07/15/2022	-	-	1,741.25	1,741.25	-
01/15/2023	10,000.00	2.400%	1,741.25	11,741.25	13,482.50
07/15/2023	-	-	1,621.25	1,621.25	-
01/15/2024	10,000.00	2.550%	1,621.25	11,621.25	13,242.50
07/15/2024	-	-	1,493.75	1,493.75	-
01/15/2025	10,000.00	2.650%	1,493.75	11,493.75	12,987.50
07/15/2025	-	-	1,361.25	1,361.25	-
01/15/2026	10,000.00	2.750%	1,361.25	11,361.25	12,722.50
07/15/2026	-	-	1,223.75	1,223.75	-
01/15/2027	10,000.00	2.900%	1,223.75	11,223.75	12,447.50
07/15/2027	-	-	1,078.75	1,078.75	-
01/15/2028	10,000.00	3.050%	1,078.75	11,078.75	12,157.50
07/15/2028	-	-	926.25	926.25	-
01/15/2029	10,000.00	3.150%	926.25	10,926.25	11,852.50
07/15/2029	-	-	768.75	768.75	-
01/15/2030	10,000.00	3.250%	768.75	10,768.75	11,537.50
07/15/2030	-	-	606.25	606.25	-
01/15/2031	10,000.00	3.350%	606.25	10,606.25	11,212.50
07/15/2031	-	-	438.75	438.75	-
01/15/2032	10,000.00	3.450%	438.75	10,438.75	10,877.50
07/15/2032	-	-	266.25	266.25	-
01/15/2033	15,000.00	3.550%	266.25	15,266.25	15,532.50
Total	\$155,000.00	-	\$41,640.88	\$196,640.88	-

Attachment 2 – Estimated Levy Schedules

Improvement Portion

Date	Total P+I	Les: Issuer Contribution:	105% Levy	Revenue*	Issuer Net Levy	Levy Year	Collection Year
01/15/2018	67,547.28	67,547.28	-	-	-		
01/15/2019	527,060.00	-	553,413.00	230,105.96	323,307.04	2017	2018
01/15/2020	525,005.00	-	551,255.25	230,105.96	321,149.29	2018	2019
01/15/2021	527,025.00	-	553,376.25	230,105.96	323,270.29	2019	2020
01/15/2022	527,995.00	-	554,394.75	230,105.97	324,288.78	2020	2021
01/15/2023	528,095.00	-	554,499.75	230,105.97	324,393.78	2021	2022
01/15/2024	527,295.00	-	553,659.75	230,105.97	323,553.78	2022	2023
01/15/2025	525,565.00	-	551,843.25	230,105.95	321,737.30	2023	2024
01/15/2026	523,110.00	-	549,265.50	230,105.97	319,159.53	2024	2025
01/15/2027	524,910.00	-	551,155.50	230,105.96	321,049.54	2025	2026
01/15/2028	525,555.00	-	551,832.75	230,105.95	321,726.80	2026	2027
Total	\$5,329,162.28	567,547.28	\$5,524,695.75	\$2,301,059.62	\$3,223,636.13		

*Special assessment revenue is based on assessments totaling \$1,803,847 assessed at an estimated rate of 4.65% (2% over the average coupon), with equal annual payments.

Equipment Portion

Date	Total P+I	Less: Issuer Contribution:	Issuer Net Levy	Levy Year	Collection Year
01/15/2018	4,003.95	4,003.95	-		
01/15/2019	36,642.50		38,474.63	2017	2018
01/15/2020	36,132.50		37,939.13	2018	2019
01/15/2021	35,562.50		37,340.63	2019	2020
01/15/2022	34,932.50		36,679.13	2020	2021
01/15/2023	34,257.50		35,970.38	2021	2022
01/15/2024	33,537.50		35,214.38	2022	2023
01/15/2025	32,772.50		34,411.13	2023	2024
01/15/2026	36,977.50		38,826.38	2024	2025
01/15/2027	36,015.00		37,815.75	2025	2026
Total	\$320,833.95	\$4,003.95	\$332,671.50		

Attachment 3 - Related Considerations

Bank Qualification

We understand the City (in combination with any subordinate taxing jurisdictions or debt issued in the City's name by 501(c)3 corporations) anticipates issuing \$10,000,000 or less in tax-exempt debt during this calendar year. Therefore the Bonds will be designated as "bank qualified" obligations pursuant to Federal Tax Law.

Arbitrage Compliance

The Bonds are expected to qualify for the "18 month spending exception" related to arbitrage rebate.

Other aspects of arbitrage regulations will apply to the investment of bond proceeds and the debt service fund.

Project/Construction Fund. All tax-exempt bond issues are subject to federal rebate requirements which require all arbitrage earned to be rebated to the U.S. Treasury. A rebate exemption the City expects to qualify for is the "18 month spending exemption."

Debt Service Fund. The City must maintain a bona fide debt service fund for the Bonds or be subject to yield restriction in the debt service fund. A bona fide debt service fund involves an equal matching of revenues to debt service expense with a balance forward permitted equal to the greater of the investment earnings in the fund during that year or 1/12 of the debt service of that year.

The City should become familiar with the various Arbitrage Compliance requirements for this bond issue. The Resolution for the Bonds prepared by Bond Counsel explains the requirements in greater detail.

Continuing Disclosure

Type: Full

Dissemination Agent: Northland Securities

The requirements for continuing disclosure are governed by SEC Rule 15c2-12. The primary requirements of Rule 15c2-12 actually fall on underwriters. The Rule sets forth due diligence needed prior to the underwriter's purchase of municipal securities. Part of this requirement is obtaining commitment from the issuer to provide continuing disclosure. The document describing the continuing disclosure commitments (the "Undertaking") is contained in the Official Statement that will be prepared to offer the Bonds to investors.

The City has more than \$10,000,000 of outstanding debt and is required to undertake "full" continuing disclosure. Full disclosure requires annual posting of the audit and a separate continuing disclosure report, as well as the reporting of certain "material events." Material events set forth in the Rule, including, but not limited to, bond rating changes and call notices, must be reported within ten days of occurrence. The report contains annual financial information and operating data that "mirrors" material information presented in the Official Statement. The specific contents of the annual report will be described in the Undertaking that appears in the appendix of the Official Statement. Northland currently serves as dissemination agent for the City, assisting with the annual reporting. The information for the Bonds will be incorporated into our reporting.

Premiums

In the current market environment, it is likely that bids received from underwriters will include premiums. A premium bid occurs when the purchaser pays the City an amount in excess of the par amount of a maturity in exchange for a higher coupon (interest rate). The use of premiums reflects the bidder's view on future market conditions, tax considerations for investors and other factors. Ultimately, the true interest cost ("TIC") calculation will determine the lowest bid, regardless of premium.

A premium bid produces additional funds that can be used in several ways:

- The premium means that the City needs less bond proceeds and can reduce the size of the issue by the amount of the premium.
- The premium can be deposited in the Construction Fund and used to pay additional project costs, rather than used to reduce the size of the issue.
- The premium can be deposited in the Debt Service Fund and used to pay principal and interest.

Northland will work with City staff prior to the sale day to determine use of premium (if any). A consideration for use of premium is the bank qualification of the Bonds.

Rating

A rating will be requested from Moody's. The City's general obligation debt is currently rated "Aa2" by Moody's. The rating process will include a conference call with the rating analyst. Northland will assist City staff in preparing for and conducting the rating call.

Attachment 4 – Calendar of Events

February 2017						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28				

March 2017						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

April 2017						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

May 2017						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

Date	Action	Responsible Party
March 20, 2017	City confirms project costs to be financed and source of payment and not to exceed amount for bond size	Northland, City Staff
April 11, 2017	Set Sale Resolution Sent to City for Council Packets Finance Plan Sent to the City	Northland, Bond Counsel
April 18, 2017	Set Sale Resolution for Bonds Adopted (Set Sale to be Based on Not to Exceed Amount)	City Council Action, Northland, Bond Counsel
April 19, 2017	Preliminary Official Statement Sent to City for Sign Off and to Rating Agency (Moody's)	Northland, City
April 20, 2017	Bids for Lift Station Received	City
Week of April 24, 2017	Rating Conference Call	Northland, City, Rating Agency
May 4, 2017	Bids for DT Village Received	City
May 5, 2017	Final Bond Issuance Sizing Before Northland to Release to Potential Bidders	Northland, City
May 8, 2017	Rating Received	Rating Agency, City, Northland
May 16, 2017	Bond Sale – 10:30 a.m. Authorizing Resolution Adopted – 7:00 p.m.	City Council Action, Northland, Bond Counsel
June 8, 2017	Closing on the Bonds (Proceeds available)	Northland, City Staff, Bond Counsel

Attachment 5 - Risk Factors

Property Taxes: Property tax levies shown in this Finance Plan are based on projected debt service and other revenues. Final levies will be set based on the results of sale. Levies should be reviewed annually and adjusted as needed. The debt service levy must be included in the preliminary levy for annual Truth in Taxation hearings. Future Legislative changes in the property tax system, including the imposition of levy limits and changes in calculation of property values, would affect plans for payment of debt service. Delinquent payment of property taxes would reduce revenues available to pay debt service.

Special Assessments: Special assessments for the financed project have not been levied at this time. This Finance Plan is based on the assumptions listed earlier in this report. Changes in the terms and timing for the actual assessments will alter the projected flow of funds for payment of debt service on the Bonds. Also, special assessments may be prepaid. It is likely that the income earned on the investment of prepaid assessments will be less than the interest paid if the assessments remained outstanding. Delinquencies in assessment collections would reduce revenues needed to pay debt service. The collection of deferred assessments, if any, has not been included in the revenue projections. Projected assessment income should be reviewed annually and adjusted as needed.

Utility Revenues: The City pledges the net revenues of the sewer, water and storm water utilities to the payment of principal and interest on the Bonds. The failure to adjust rates and charges as needed and the loss of significant customers will affect available net revenues. If the net revenues are insufficient, the City is required to levy property taxes or use other revenues to cover the deficiency. Property taxes can only be used on a temporary basis and may not be an ongoing source of revenue to pay debt service.

General: In addition to the risks described above, there are certain general risks associated with the issuance of bonds. These risks include, but are not limited to:

- Failure to comply with covenants in bond resolution.
- Failure to comply with Undertaking for continuing disclosure.
- Failure to comply with IRS regulations, including regulations related to use of the proceeds and arbitrage/rebate. The IRS regulations govern the ability of the City to issue its bonds as tax-exempt securities and failure to comply with the IRS regulations may lead to loss of tax-exemption.

RESOLUTION NO.2017-037

RESOLUTION AUTHORIZING ISSUANCE AND SALE OF GENERAL OBLIGATION BONDS,
SERIES 2017A

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

Section 1. Authorization; Purpose. It is hereby determined to be in the best interests of the City to issue its General Obligation Bonds, Series 2017A, in the approximate principal amount of \$9,880,000 (the "Bonds"), as authorized pursuant to Minnesota Statutes, Chapters 475, 444, 429 and 412.301, for the purpose of (a) financing various improvements in the City, (b) financing various water, stormwater, and sewer improvements in the City, (c) financing various items of capital equipment and (d) funding costs of issuance of the Bonds.

Section 2. Notice of Sale. Northland Securities, Inc., municipal advisor to the City, has presented to this Council a form of Notice of Sale for the Bonds which is attached hereto and hereby approved and which shall be placed on file by the City Administrator. Each and all of the provisions of the Notice of Sale are hereby adopted as the terms and conditions of the Bonds and of the sale thereof. Northland Securities, Inc. is hereby authorized to solicit bids for the Bonds on behalf of the City on a competitive basis.

Section 3. Adjustment of Principal Amount of Bonds. The principal amount of the Bond issue shall be adjusted in accordance with staff recommendations upon receipt of bids for the financed projects, provided that the principal amount shall not exceed \$9,880,000.

Section 4. Award and Sale. The City Council shall meet at the times and places shown in the Notice of Sale for the purpose of considering sealed bids for the purchase of the Bonds and of taking such action thereon as may be in the best interest of the City.

Upon vote being taken thereon, the following members voted in favor thereof:

and the following members voted against the same:

APPROVED by the Lake Elmo City Council on this 4th day of April, 2017.

By: _____

Mike Pearson
Mayor

ATTEST:

Julie Johnson
City Clerk

NOTICE OF SALE

\$9,880,000*

GENERAL OBLIGATION BONDS, SERIES 2017A

CITY OF LAKE ELMO, MINNESOTA

(Book-Entry Only)

NOTICE IS HEREBY GIVEN that these Bonds will be offered for sale according to the following terms:

TIME AND PLACE:

Proposals will be opened by the City's Administrator, or designee, on Tuesday, May 16, 2017, at 10:30 A.M., CT, at the offices of Northland Securities, Inc., 45 South 7th Street, Suite 2000, Minneapolis, Minnesota 55402. Consideration of the Proposals for award of the sale will be by the City Council at its meeting at the City Offices beginning Tuesday, May 16, 2017, at 7:00 P.M., CT.

SUBMISSION OF PROPOSALS

Proposals may be:

- a) submitted to the office of Northland Securities, Inc.,
- b) faxed to Northland Securities, Inc. at 612-851-5918,
- c) for proposals submitted prior to the sale, the final price and coupon rates may be submitted to Northland Securities, Inc. by telephone at 612-851-5900 or 612-851-4945, or
- d) submitted electronically.

Notice is hereby given that electronic proposals will be received via PARITY™, or its successor, in the manner described below, until 10:30 A.M., CT, on Tuesday, May 16, 2017. Proposals may be submitted electronically via PARITY™ or its successor, pursuant to this Notice until 10:30 A.M., CT, but no Proposal will be received after the time for receiving Proposals specified above. To the extent any instructions or directions set forth in PARITY™, or its successor, conflict with this Notice, the terms of this Notice shall control. For further information about PARITY™, or its successor, potential bidders may contact Northland Securities, Inc. or i-Deal® at 1359 Broadway, 2nd floor, New York, NY 10018, telephone 212-849-5021.

Neither the City nor Northland Securities, Inc. assumes any liability if there is a malfunction of PARITY™ or its successor. All bidders are advised that each Proposal shall be deemed to constitute a contract between the bidder and the City to purchase the Bonds regardless of the manner in which the Proposal is submitted.

BOOK-ENTRY SYSTEM

The Bonds will be issued by means of a book-entry system with no physical distribution of bond certificates made to the public. The Bonds will be issued in fully registered form and one bond certificate, representing the aggregate principal amount of the Bonds maturing in each year, will be registered in the name of Cede & Co. as nominee of Depository Trust Company ("DTC"), New York, New York, which will act as securities depository of the Bonds.

* The City reserves the right to increase or decrease the principal amount of the Bonds. Any such increase or decrease will be made in multiples of \$5,000 and may be made in any maturity. If any maturity is adjusted, the purchase price will also be adjusted to maintain the same gross spread.

Individual purchases of the Bonds may be made in the principal amount of \$5,000 or any multiple thereof of a single maturity through book entries made on the books and records of DTC and its participants. Principal and interest are payable by the City through Northland Trust Services, Inc. Minneapolis, Minnesota (the "Paying Agent/Registrar"), to DTC, or its nominee as registered owner of the Bonds. Transfer of principal and interest payments to participants of DTC will be the responsibility of DTC; transfer of principal and interest payments to beneficial owners by participants will be the responsibility of such participants and other nominees of beneficial owners. The successful bidder, as a condition of delivery of the Bonds, will be required to deposit the bond certificates with DTC. The City will pay reasonable and customary charges for the services of the Paying Agent/Registrar.

DATE OF ORIGINAL ISSUE OF BONDS

Date of Delivery (Estimated to be June 8, 2017)

AUTHORITY/PURPOSE/SECURITY

The Bonds are being issued pursuant to Minnesota Statutes, Chapters 429, 444 and 475 and Section 412.301. Proceeds will be used to finance an improvement project, an equipment purchase, a water project, a sewer project, a storm water project, and to pay the costs associated with the issuance of the Bonds. The Bonds are payable from special assessments against benefited property, sewer, water and storm water revenues, and additionally secured by ad valorem taxes on all taxable property within the City. The full faith and credit of the City is pledged to their payment and the City has validly obligated itself to levy ad valorem taxes in the event of any deficiency in the debt service account established for this issue.

INTEREST PAYMENTS

Interest is due semiannually on each January 15 and July 15, commencing January 15, 2018, to registered owners of the Bonds appearing of record in the Bond Register as of the close of business on the first day (whether or not a business day) of the calendar month of such interest payment date.

MATURITIES

Principal is due annually on January 15, inclusive, in each of the years and amounts as follows:

<u>Year</u>	<u>Amount</u>	<u>Year</u>	<u>Amount</u>	<u>Year</u>	<u>Amount</u>
2019	\$725,000	2024	\$805,000	2029	\$355,000
2020	740,000	2025	820,000	2030	370,000
2021	750,000	2026	845,000	2031	380,000
2022	770,000	2027	870,000	2032	395,000
2023	785,000	2028	855,000	2033	415,000

Proposals for the Bonds may contain a maturity schedule providing for any combination of serial bonds and term bonds, subject to mandatory redemption, so long as the amount of principal maturing or subject to mandatory redemption in each year conforms to the maturity schedule set forth above.

INTEREST RATES

All rates must be in integral multiples of 1/20th or 1/8th of 1%. *Rates must be in level or ascending order.* All Bonds of the same maturity must bear a single uniform rate from date of issue to maturity.

ADJUSTMENTS TO PRINCIPAL AMOUNT AFTER PROPOSALS

The City reserves the right to increase or decrease the principal amount of the Bonds. Any such increase or decrease will be made in multiples of \$5,000 and may be made in any maturity. If any maturity is adjusted, the purchase price will also be adjusted to maintain the same gross spread. Such adjustments shall be made promptly after the sale and prior to the award of Proposals by the City and shall be at the sole discretion of the City. The successful bidder may not withdraw or modify its Proposal once submitted to the City for any reason, including post-sale adjustment. Any adjustment shall be conclusive and shall be binding upon the successful bidder.

OPTIONAL REDEMPTION

Bonds maturing on January 15, 2026 through 2033 are subject to redemption and prepayment at the option of the City on January 15, 2025 and any date thereafter, at a price of par plus accrued interest. Redemption may be in whole or in part of the Bonds subject to prepayment. If redemption is in part, the maturities and principal amounts within each maturity to be redeemed shall be determined by the City and if only part of the Bonds having a common maturity date are called for prepayment, the specific Bonds to be prepaid shall be chosen by lot by the Bond Registrar.

CUSIP NUMBERS

If the Bonds qualify for assignment of CUSIP numbers such numbers will be printed on the Bonds, but neither the failure to print such numbers on any Bond nor any error with respect thereto shall constitute cause for a failure or refusal by the successful bidder thereof to accept delivery of and pay for the Bonds in accordance with terms of the purchase contract. The CUSIP Service Bureau charge for the assignment of CUSIP identification numbers shall be paid by the successful bidder.

DELIVERY

Delivery of the Bonds will be within forty days after award, subject to an approving legal opinion by Dorsey & Whitney LLC, Bond Counsel. The legal opinion will be paid by the City and delivery will be anywhere in the continental United States without cost to the successful bidder at DTC.

TYPE OF PROPOSAL

Proposals of not less than \$9,781,200 (99.00%) and accrued interest on the principal sum of \$9,880,000 must be filed with the undersigned prior to the time of sale. Proposals must be unconditional except as to legality. Proposals for the Bonds should be delivered to Northland Securities, Inc. and addressed to:

Kristina Handt, City Administrator
Lake Elmo City Hall
3800 Laverne Ave. N.
Lake Elmo, Minnesota 55042

A good faith deposit (the "Deposit") in the amount of \$197,600 in the form of a federal wire transfer (payable to the order of the City) is only required from the apparent winning bidder, and must be received within two hours after the time stated for the receipt of Proposals. The apparent winning bidder will receive notification of the wire instructions from the Municipal Advisor promptly after the sale. If the Deposit is not received from the apparent winning bidder in the time allotted, the City may choose to reject their Proposal and then proceed to offer the Bonds to the next lowest bidder based on the terms of their original proposal, so long as said bidder wires funds for the Deposit amount within two hours of said offer.

The City will retain the Deposit of the successful bidder, the amount of which will be deducted at settlement and no interest will accrue to the successful bidder. In the event the successful bidder fails to comply with the accepted Proposal, said amount will be retained by the City. No Proposal can be withdrawn after the time set for receiving Proposals unless the meeting of the City scheduled for award of the Bonds is adjourned, recessed, or continued to another date without award of the Bonds having been made.

AWARD

The Bonds will be awarded on the basis of the lowest interest rate to be determined on a true interest cost (TIC) basis. The City's computation of the interest rate of each Proposal, in accordance with customary practice, will be controlling. In the event of a tie, the sale of the Bonds will be awarded by lot. The City will reserve the right to: (i) waive non-substantive informalities of any Proposal or of matters relating to the receipt of Proposals and award of the Bonds, (ii) reject all Proposals without cause, and (iii) reject any Proposal which the City determines to have failed to comply with the terms herein.

INFORMATION FROM SUCCESSFUL BIDDER

The successful bidder will be required to provide, in a timely manner, certain information relating to the initial offering price of the Bonds necessary to compute the yield on the Bonds pursuant to the provisions of the Internal Revenue Code of 1986, as amended.

OFFICIAL STATEMENT

By awarding the Bonds to any underwriter or underwriting syndicate submitting a Proposal therefor, the City agrees that, no more than seven business days after the date of such award, it shall provide to the senior managing underwriter of the syndicate to which the Bonds are awarded, the Final Official Statement in an electronic format as prescribed by the Municipal Securities Rulemaking Board (MSRB).

FULL CONTINUING DISCLOSURE UNDERTAKING

The City will covenant in the resolution awarding the sale of the Bonds to provide, or cause to be provided, annual financial information, including audited financial statements of the City, and notices of certain material events, as required by SEC Rule 15c2-12.

BANK QUALIFICATION

The City will designate the Bonds as qualified tax-exempt obligations for purposes of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

BOND INSURANCE AT UNDERWRITER'S OPTION

If the Bonds qualify for issuance of any policy of municipal bond insurance or commitment therefor at the option of the successful bidder, the purchase of any such insurance policy or the issuance of any such commitment shall be at the sole option and expense of the successful bidder of the Bonds. Any increase in the costs of issuance of the Bonds resulting from such purchase of insurance shall be paid by the successful bidder, except that, if the City has requested and received a rating on the Bonds from a rating agency, the City will pay that rating fee. Any other rating agency fees shall be the responsibility of the successful bidder. Failure of the municipal bond insurer to issue the policy after the Bonds have been awarded to the successful bidder shall not constitute cause for failure or refusal by the successful bidder to accept delivery on the Bonds.

The City reserves the right to reject any and all Proposals, to waive informalities and to adjourn the sale.

Dated: April 18, 2017

BY ORDER OF THE LAKE ELMO CITY COUNCIL

/s/ Kristina Handt
City Administrator

Additional information may be obtained from:

Northland Securities, Inc.

45 South 7th Street, Suite 2000

Minneapolis, Minnesota 55402

Telephone No.: 612-851-5900

**MUNICIPAL ADVISORY SERVICE AGREEMENT
BY AND BETWEEN
THE CITY OF LAKE ELMO, MINNESOTA
AND
NORTHLAND SECURITIES, INC.**

This Agreement made and entered into by and between the City of Lake Elmo, Minnesota (hereinafter "City") and Northland Securities, Inc., of Minneapolis, Minnesota (hereinafter "NSI").

WITNESSETH

WHEREAS, the City desires to have NSI provide it with advice on the structure, terms, timing and other matters related to the issuance of the General Obligation Bonds, Series 2017A (the "Debt") serving in the role of municipal (financial) advisor, and

WHEREAS, NSI is a registered municipal advisor (registration # 866-00082-00), and

WHEREAS, NSI will act as municipal advisor in accordance with the duties and responsibilities of Rule G-42 of the Municipal Securities Rulemaking Board, and

WHEREAS, the City and NSI are entering into this Agreement to define the municipal advisory relationship at the earliest opportunity related to the inception of the municipal advisory relationship for the Debt, and

WHEREAS, NSI desires to furnish services to the City as hereinafter described,

NOW, THEREFORE, it is agreed by and between the parties as follows:

SERVICES TO BE PROVIDED BY NSI

NSI shall provide the City with services necessary to analyze, structure, offer for sale and close the Debt. The services will be tailored to meet the needs of this engagement and may include:

Planning and Development

1. Assist City officials to define the scope and the objectives for the Debt.
2. Investigate and consider reasonably feasible financing alternatives.
3. Assist the City in understanding the material risks, potential benefits, structure and other characteristics of the recommended plan for the Debt, including issue structure, estimated debt service payments, projected revenues, method of issuance, bond rating, sale timing, and call provisions.
4. Prepare a schedule of events related to the issuance process.
5. Coordinate with bond counsel any actions needed to authorize the issuance of the Debt.
6. Attend meetings of the City Council and other project and bond issue related meetings as needed and as requested.

Bond Sale

1. Assist the City with the preparation, review and approval of the preliminary official statement (POS).
2. Assist the City and bond counsel with preparing and publishing the Official Notice of Sale if required by law.
3. Prepare and submit application for bond rating(s) and assist the City with furnishing the rating agency(s) with any additional information required to conduct the rating review. Assist the City with preparing and conducting the rating call or other presentation.
4. Assist the City in receiving the bids, compute the accuracy of the bids received, and recommend to the City the most favorable bid for award.
5. Coordinate with bond counsel the preparation of required contracts and resolutions.

Post Sale Support

1. Assist the City with the preparation of final official statement, distribution to the underwriter and posting on EMMA.
2. Coordinate the bond issue closing, including making all arrangements for bond printing, registration, and delivery.
3. Furnish to the City a complete transcript of the transaction, if not provided by bond counsel.

There are no specific limitations on the scope of this agreement.

COMPENSATION

For providing these services with respect to the Debt, NSI shall be paid a lump sum of \$31,500. The fee due to NSI shall be payable by the City upon the closing of the Bonds.

NSI agrees to pay the following expenses from its fee:

- Out-of-pocket expenses such as travel, long distance phone, and copy costs.
- Production and distribution of material to rating agencies and/or bond insurance companies.
- Preparation of the bond transcript.

The City agrees to pay for all other expenses related to the processing of the bond issue(s) including, but not limited to, the following:

- Engineering and/or architectural fees.
- Publication of legal notices.
- Bond counsel and local attorney fees.
- Fees for various debt certificates.
- The cost of printing Official Statements, if any.
- City staff expenses.
- Airfare and lodging expenses of one NSI official and City officials when and if traveling for rating agency presentations.
- Rating agency fees, if any.
- Bond insurance fees, if any.
- Accounting and other related fees.

It is expressly understood that there is no obligation on the part of the City under the terms of this Agreement to issue the Debt. If the Debt is not issued, NSI agrees to pay its own expenses and receive no fee for any services it has rendered.

CONFLICTS OF INTEREST

NSI is not aware of any material conflicts of interest that could reasonably be anticipated to impair NSI's ability to provide advice to or on behalf of the City in accordance with the standards of conduct for municipal advisors.

The compensation for services provided in this Agreement is customary in the municipal securities market, but may pose a conflict of interest. Since the fee is payable at closing and only if the Debt is issued, NSI may have an incentive to encourage issuance. Compensation linked to the size of the transaction may provide incentive to increase the amount of the Debt. Compensation considerations will not impair NSI's ability to provide unbiased and competent advice or to fulfill its fiduciary duty to the City. In executing this Agreement, the City acknowledges and accepts the potential conflicts of interest posed by the compensation to NSI.

Northland Capital Holdings is the parent company of NSI. Another subsidiary of Northland Capital Holdings is Northland Trust, Inc. Northland Trust provides paying agent services to issuers of municipal bonds. The City is solely responsible for the decision on the source of paying agent services. Any engagement of Northland Trust is outside the scope of this Agreement. No compensation paid to Northland Trust is shared with NSI.

NSI does not provide executive search, organizational development, compensation systems or other management consulting services that may directly or indirectly affect City staff that recommend the engagement of municipal advisor services and may pose a conflict of interest.

LEGAL AND DISCIPLINARY ACTIONS

There are no legal or disciplinary events reported by the Securities and Exchange Commission contained in Form MA or Form MA-I. The City can find information about these forms and accessing information related to NSI at www.sec.gov/municipal.

SUCCESSORS OR ASSIGNS

The terms and provisions of this Agreement are binding upon and inure to the benefit of the City and NSI and their successors or assigns.

TERM OF THIS AGREEMENT

This Agreement may be terminated by thirty (30) days written notice by either the City or NSI and it shall terminate sixty (60) days following the closing date related to the issuance of the Debt.

Dated this 4th day of April, 2017.

Northland Securities, Inc.

By: 

Tom Bartzen - Executive Vice President

City of Lake Elmo, Minnesota

By: _____

Its: _____



STAFF REPORT

DATE: April 18, 2017

REGULAR

ITEM #: 18

MOTION

AGENDA ITEM: Sally Manzara Interpretive Nature Center

SUBMITTED BY: Kristina Handt, City Administrator

BACKGROUND:

The City has been working with Tony Manzara and the Friends of Lake Elmo's Sunfish Lake Park since 2015 regarding his desire to build the Sally Manzara Nature Center at Sunfish Lake Park. This has included presentations to the City Council, Planning Commission and Parks Commission and multiple meetings with staff.

ISSUE BEFORE COUNCIL:

Should the Council approve the Sally Manzara Interpretive Nature Center Development, Lease, License and Operating Agreement?

PROPOSAL DETAILS/ANALYSIS:

A copy of the agreement recommended by the Parks Commission and reviewed by Council at the April work session is included in your packet. As discussed, Exhibit B has been updated with the new building plan Tony referenced at the work session. A full packet of details is also attached.

The agreement includes provisions related to the lease of approximately one acre south of the parking lot at Sunfish Lake Park. This includes a deadline of three years from the date of the agreement for the construction to be complete. The Friends must deposit funds equal to the total of the selected contractors' bids for the construction of the building into an escrow held by the City at the time of building permit issuance. The City will retain \$20,000 in the escrow for future breaches or removal of the building.

Article 2 covers the Friends' responsibilities and the City's responsibilities. The Friends will operate and manage the nature center, make a variety of programs available, hire employees and contractors and abide by the terms of the Land Trust Conservation easement. The City will have one voting member on the Board of Directors. The City will help with promotion and cooperate with any other approvals or grant applications.

Article 3 addresses financial items such as the Friends providing a copy of their budget to the City and a detailed disclosure of its financial resources. Fully audited statements would be provided every third year unless annual revenues exceed \$100,000.

Article 4 covers the lease of the building site, use of property, storage of hazardous substances, repair and maintenance responsibilities, sub-letting and utilities. The Friends would be able to place cameras as long as it is consistent with the camera protocol policy yet to be adopted by the Council. The City would be able to use the building for functions provided it does not conflict with a Friends program.

Insurance and liability issues are covered in Article 5.

Article 6 covers general provisions including termination of the agreement. If the Friends breach the agreement, the City gives them 60 days' notice to cure the breach. If not cured, the City can either cure the breach and reimburse the cost from the \$20,000 escrow provided by the Friends or terminate the agreement. If the agreement is terminated by the City, an appraisal will be done on the building and upon payment of the appraised value of the building to the Friends, the building would become City property. If the Friends decide to terminate the agreement, the building may be donated or removed. The name will remain as long as the building is used as an interpretive center. If the use changes, the name may be changed.

FISCAL IMPACT:

The Friends of Lake Elmo's Sunfish Lake Park would be responsible for the cost of constructing and maintaining the building. They would provide the City with an escrow in the amount of the bids to ensure the building is completed. The Friends would also be responsible for the cost of installing a septic system or other approved wastewater treatment system. If municipal sewer is extended to the property in the future, it is understood the building would be required to connect but the City and Friends would discuss how the assessment and connection charges would be allocated at that time.

City costs would be limited to staff time for promotion of Friends programs, assistance with grant applications or other governmental agency approvals. Additionally, the City would bear the cost to repair any damage to the building occurring as a result of City-organized use of the building. The City would continue to be responsible for the maintenance of the access road, parking lot, and all trails.

OPTIONS:

- 1) Approve the Sally Manzara Nature Center Development, Lease, License and Operating Agreement.
- 2) Amend and then approve the Sally Manzara Nature Center Development, Lease, License and Operating Agreement.
- 3) Do not approve the Sally Manzara Nature Center Development, Lease, License and Operating Agreement.

RECOMMENDATION:

Motion to approve the Sally Manzara Nature Center Development, Lease, License and Operating Agreement.

ATTACHMENTS:

- Sally Manzara Nature Center Development, Lease, License and Operating Agreement
- Roger Tomten SUNFISH NATURE CENTER 040117 update
- Letters of Support

**SALLY MANZARA INTERPRETIVE NATURE CENTER
DEVELOPMENT, LEASE, LICENSE AND OPERATING AGREEMENT**

This Development, Lease, License and Operating Agreement (this "Agreement") is entered into effective as of this _____ day of _____, 2017 (the "Effective Date") by and between the City of Lake Elmo, a Minnesota municipal corporation (the "City") and the Friends of Lake Elmo's Sunfish Lake Park, a Minnesota non-profit corporation (the "Friends").

RECITALS

WITNESSETH:

WHEREAS, the City is the owner of Sunfish Lake Park, which is legally described on the attached Exhibit A (the "Property"); and

WHEREAS, the Property consist of approximately 284 acres of woodlands, wetlands and prairie wildlife habitats and trails for cross country skiing and hiking; and

WHEREAS, the Friends would like to construct and operate an interpretive nature center building on a portion of the Property for the use and benefit of the Lake Elmo community in accordance with the preliminary plans attached hereto as Exhibit B (the "Nature Center Building"); and

WHEREAS, the Property is subject to a conservation easement held by the Minnesota Land Trust (the "Land Trust") that limits the amount of development that may occur on the Property; and

WHEREAS, the City has received confirmation from the Land Trust that use of the Property for a nature center does not conflict with the terms of the Land Trust's conservation easement over the Property; and

WHEREAS, the City is willing to lease a portion of the Property to the Friends in order to allow it to construct, maintain and operate the Nature Center Building; and

WHEREAS, the Friends would also like to use the existing facilities of the Property in conjunction with its operation of the Nature Center Building; and

WHEREAS, the City is willing to grant a license to the Friends that will allow the Friends to use the existing facilities on the Property in conjunction with the Friends' operation of the Nature Center Building; and

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

ARTICLE I
LEASE OF PROPERTY AND CONSTRUCTION OF THE NATURE CENTER
BUILDING

1. Lease of the Building Site and Approval of Nature Center Building Plans. The City hereby leases the portion of the Property that is depicted and described on the attached Exhibit C to the Friends (the "Building Site"). The Friends shall be responsible for constructing the Nature Center Building on the Building Site at its expense. The Friends shall also be responsible for bringing electric and water service to the Nature Center Building including any acquisition costs associated with easements for any utility easements that are needed. The Friends shall also be responsible for the cost of installing a septic or other approved waste treatment system to serve the Nature Center Building. Prior to commencing construction of the Nature Center Building or any other improvements on the Building Site, the Friends must receive any and all approvals, and building permits required by the City and any other governmental agency, including, but not limited to, approval by the Land Trust and by the City Council of the final plans and specifications for the Nature Center Building (the "Approved Plans"). The Friends shall pay for the building permit for the Nature Center Building and the costs of all other approvals and permits that are needed.
2. Construction of the Building. The Friends shall construct and install the Nature Center Building in accordance with the Approved Plans with a contractor acceptable to the Friends and the City. The Friends shall construct the Nature Center Building at its sole cost and expense, in a good and workmanlike manner, and in accordance with all applicable laws, codes, ordinances, and regulations. Any significant changes in the Approved Plans must be submitted to the Land Trust and the City for approval. Other than the Nature Center Building, the Friends shall make no other alterations or improvements to the Property without the prior written consent of the City. Prior to issuance of a certificate of occupancy for the Nature Center Building, the Friends shall clean up and remove all construction debris and trash from the Building Site and the Property. For purposes of this Agreement, Anthony P. Manzara (familiarily known as "Tony") shall be the Friends' representative with respect to the Nature Center Building construction or any other work to be performed on behalf of the Friends on the Property. The Nature Center Building must be completed no later than three years from the date of this Agreement.
3. Escrow. In order to ensure that the Nature Center Building is completed, the Friends must deposit funds equal to the total of the selected contractors' bids for the construction of the Nature Center Building according to the Approved Plans into an escrow account held by the City at the time of building permit issuance. After each contractor's invoice for a progress payment or final payment is received, the Friends will submit to the City a request for release of that amount, and the City will release the money to the Friends within 30 calendar days of the date of the Friends' request. Upon issuance of the certificate of occupancy for the Nature Center Building by the City's Building Department, any residual funds in said escrow account over \$20,000 will be released to the Friends. If the account balance does not exceed \$20,000 at this point, the Friends must replenish it to this level for the purposes described in Article VI, paragraph 1 of this Agreement.

In the event that the Nature Center Building is not complete within three years from the date of this Agreement, the City shall provide the Friends with written notice of the outstanding items to be completed. If the items are not completed within 60 days of the date of the notice, the City may either complete the items and reimburse itself for the costs associated with the completion from the escrow account or demolish the Nature Center Building and reimburse itself for the costs associated with the demolition from the escrow account.

ARTICLE II NATURE CENTER OPERATIONS

1. Friends' Responsibilities.

- a. The Friends shall manage and operate the Nature Center Building as an interpretive nature center in accordance with its mission statement which is attached to this Agreement as Exhibit D. The Friends shall prepare a five-year maintenance and management plan for the Nature Center that shall be provided to the City at the time the budget and financial disclosures set forth in Article III of this Agreement are provided. The Friends will maintain the Nature Center Building in a structurally sound, safe, clean, and attractive manner, and in accordance with applicable regulations, as a condition of the lease. If such maintenance is not done, the City may give the Friends 90 days' notice to correct the problem, unless seasonal conditions require a longer correction time.
- b. The Friends must make available to the public a variety of programs at the Nature Center Building for the education and enjoyment of people of all ages. The Friends may determine the type, frequency, and content of all of its programs.
- c. The Friends shall be responsible for hiring employees and contractors and recruiting volunteers to administer and support its programs at the Nature Center Building and to maintain the Nature Center Building. The Friends shall be responsible for compensating its employees and contractors and paying for any employee benefits.
- d. The Friends shall include one member that is appointed by the City Council as a voting member on its Board of Directors. The City Council is responsible for selecting the person who is to serve on the Friends' Board of Directors.
- e. In conducting its operations, the Friends shall abide by the terms of the Land Trust conservation easement that applies to the Property and all state and federal laws and regulations and City ordinances. The Friends may recommend to the City Council the adoption of rules and regulations, as shall be deemed appropriate, prescribing the use of the Nature Center Building, the Property and the conduct of persons upon the premises. Rules and regulations pertaining to the Nature Center Building and the Property which have been adopted by resolution of the City Council shall have the force of law. All duly adopted rules

and regulations governing the use of the Nature Center Building and the Property shall be conspicuously posted by the Friends on the premises.

2. City's Responsibilities.

- a. The Nature Center Building shall be officially named the "Sally Manzara Interpretive Nature Center" and the City shall refer to it as such, unless the name is changed in accordance with the provisions of Article VI, paragraph 1 of this Agreement.
- b. The City will promote the Friends' activities and events at the Nature Center Building and the Property through publishing articles in the City publications and placing these activities and events on the City event calendar and web site.
- c. The City will cooperate with the Friends with respect to any approvals by other government agencies or other entities needed by the Friends in order to operate a Nature Center on the Property. The City will also cooperate with the Friends with respect to the Friends' applications for grant funding for the Nature Center. With respect to both activities, the Friends shall be responsible for preparing any application that needs to be submitted and the City will assist by signing the application, if necessary and providing any supporting information that it may have available.

ARTICLE III FINANCIAL

1. Budget. The Friends agree to operate the Nature Center Building within a balanced budget plan. The Friends shall take all actions necessary to assure that its annual operating expenditures do not exceed annual operating revenues. The Friends must provide the City with financial status reports as required by the City. By December 31st of each year and consistent with the City's budget cycle, the Friends must provide the City with any revised budget projections detailing any actions required to assure a balanced budget. The Friends shall submit an annual operating budget to the City by September 30th for the upcoming fiscal year.

2. Financial Disclosures. The Friends agree to provide the City with a detailed disclosure of its financial resources in conjunction with its financial status reports on an annual basis and a fully audited statement by an independent certified public accountant every third year, unless the Friends' annual revenues exceed \$100,000 in which case, a fully audited statement shall be provided to the City each year the revenues exceed \$100,000. The City also has the right to request that the Friends provide additional audits of the Friends' investments, receivables and payables so as to allow the City to verify the accuracy of the Friends' financial status reports. Such additional audits will be at the sole cost of the City. The City shall have the right to examine the Friends' books and financial records at any time upon making a written request.

3. Tax Exempt Status. The Friends covenant and agree that the Nature Center Building is, and shall remain for the duration of this Agreement, exempt from all ad valorem and other real

estate taxes. The Friends shall indemnify and defend the City from and against any and all liability, including, without limitation, attorneys' fees and expenses, in the event of any loss by the Nature Center Building of its tax exempt status in the year of termination of this Agreement and year after termination.

ARTICLE IV

LEASE OF NATURE CENTER BUILDING SITE AND LICENSE TO USE PROPERTY

1. Lease of Nature Center Building Site. The City hereby exclusively leases the Nature Center Building Site to the Friends. Monthly rent shall be \$1.00 and shall be payable on the first day of each month or in advance.
2. License to Use Property. The City hereby grants the Friends a non-exclusive license to use the remainder of the Property for nature center activities, including, but not limited to, self-guided or naturalist-guided nature walks, cross-country skiing, hiking and sledding. With the City's permission, the Friends may place features or equipment on the Property that are related to the use of the Property as a nature center. Any cameras placed in the park for programming purposes by the Friends must be approved by City staff and consistent with any camera protocol procedure or policy adopted by the City.
3. Use of the Nature Center Building Site and the Property. The Friends shall use the Nature Center Building Site and the Property for nature center uses and for no other uses whatsoever. The Friends agree that throughout the term of this Agreement, it shall not use the Nature Center Building Site or the Property for the storage, handling, transportation or disposal of any Hazardous Substances. "Hazardous Substances" for purposes of this Agreement shall be interpreted broadly to include, but not be limited to, any material or substance that is defined, regulated or classified under any Environmental Law or other applicable federal, state or local laws and the regulations promulgated thereunder as: (i) a "hazardous substance" pursuant to section 101 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §9601(14), the Federal Water Pollution Control Act, 33 U.S.C. §1321(14), as now or hereafter amended; (ii) a "hazardous waste" pursuant to Section 1004 or Section 3001 of the Resource Conservation and Recovery Act, 42 U.S.C. §§6903(5), 6921, as now or hereafter amended; (iii) toxic pollutant under section 307(a)(1) of the Federal Water Pollution Control Act, 33 U.S.C. §1317(a)(1) as now or hereafter amended; (iv) a "hazardous air pollutant" under Section 112 of the Clean Air Act, 42 U.S.C. §7412(a)(6), as now or hereafter amended; (v) a "hazardous material" under the Hazardous Materials Transportation Uniform Safety Act of 1990, 49 U.S.C. §5102(2), as now or hereafter amended; (vi) toxic or hazardous pursuant to regulations promulgated now or hereafter under the aforementioned laws or any state or local counterpart to any of the aforementioned laws; or (vii) presenting a risk to human health or the environment under other applicable federal, state or local laws, ordinances or regulations, as now or as may be passed or promulgated in the future. "Hazardous Substances" shall also mean any substance that after release into the environment or upon exposure, ingestion, inhalation or assimilation, either directly from the environment or directly by ingestion through food chains, will or may reasonably be anticipated to cause death, disease, behavior abnormalities, cancer or genetic abnormalities and specifically includes, but is not limited to, asbestos, polychlorinated biphenyls ("PCBs"), radioactive materials, including radon and naturally occurring radio nuclides, natural

gas, natural gas liquids, liquefied natural gas, synthetic gas, oil, petroleum and petroleum-based derivatives and urea formaldehyde. However, this paragraph will not be interpreted as forbidding the proper storage by the Friends of reasonable amounts of hazardous substances commonly used in the operation of a nature center, such as fuels (e.g. gasoline, diesel fuel or propane), equipment and vehicle maintenance fluids (e.g. anti-freezes, lubricants, engine cleaners), materials used for coating structures or furniture (e.g. paints, varnishes), and materials used for craft work or specimen preservation (e.g. epoxies, urethanes, acrylic monomers, or formalin). The storage and disposal of these substances must be in compliance with all local, state and federal regulations and requirements and any licenses or permits must be obtained, if required.

4. City Use of Nature Center Building. The Friends shall provide the City with free use of the Nature Center Building Site for public purposes, provided that the City's use does not conflict with a previously scheduled Friends' program. At City expense, the City agrees to repair any damage to the Nature Center Building, its furnishings, exhibits, or utilities, and clean up any detritus left behind by any such City-organized use of the Nature Center Building.

5. City's Repair and Maintenance Responsibilities. The City agrees to maintain in good condition and repair and replace, if necessary, at its expense and without reimbursement or contribution by the Friends, the following facilities on the Property: (a) the access road; (b) the parking lot; and (c) all cross country skiing and hiking trails. The City will also plow the access road and the parking lot on the Property on a regular basis. All repairs and maintenance by the City will occur with reasonable promptness and without unreasonable interference with, or disturbance of, the use and enjoyment of the Nature Center Building Site by the Friends and its invitees.

6. The Friends' Repair and Maintenance Responsibilities. The Friends agree to maintain in good condition and repair and replace, if necessary, at its expense and without reimbursement or contribution by the City, the Nature Center Building and the Nature Center Building Site and all other improvements installed by the Friends on the Property, including, but not limited to, any landscaping, personal property, furnishings, fixtures and equipment including, but not limited to the following: (a) restrooms; (b) signs; (c) kiosks; (d) decks/porches/patios; and (e) water fountains.

7. Covenant of Title and Quiet Enjoyment. The City represents and warrants that: (a) it has the full right, power, and authority to lease the Nature Center Building Site to the Friends; (b) that with the exception of the easement held by the Land Trust, no restrictive covenant, easement, lease, sublease, or other written agreement restricts, prohibits, or otherwise affects the City's rights set forth in this Agreement, including, without limitation, construction, permitted use or ingress and egress to and from the Nature Center Building Site; and (c) the Friends upon performance of the covenants hereunder, shall and may peaceably and quietly have, hold and enjoy the Nature Center Building Site during the term of this Agreement. Additionally, the City will take no action that will interfere with the Friends' intended use of the Nature Center Building Site or ingress or egress to the Nature Center Building Site.

8. Alterations. With the exception of the construction of the Nature Center Building, the Friends shall not make any major alterations, improvements, or additions to the Nature Center Building Site or the Property without the prior written approval of the City. A "major alteration, improvement or addition" is any alteration, improvement, or addition to the Nature Center Building: (a) which is structural in nature; (b) which would materially change the Nature Center Building exterior appearance; (c) which would materially change or affect the electrical, mechanical, heating, ventilating and air conditioning or utilities systems or routing servicing of the Nature Center Building; or (d) which is estimated in good faith to cost in excess of \$10,000. All alterations, improvements or additions shall be performed by the Friends, at no cost or expense to the City.

9. Sub-Letting. The Friends shall not sublet any portion of the Nature Center Building Site.

10. Utilities and Services. The Friends shall be responsible for paying all charges for all utilities for the Nature Center Building Site, including, but not limited to, water, septic system, electricity, natural gas or propane, telephone, Internet, cable/satellite television and garbage and refuse removal. The Property is currently not served by the City's sanitary sewer system. In the event that sanitary sewer service becomes available, the Friends understand that the Nature Center Building will be required to connect. The City and the Friends will determine at that time how the assessment and the connection charges should be allocated between them.

11. Surrender. Upon termination of this Agreement, the Friends shall remove all debris and personal property of, or created by the Friends.

ARTICLE V INSURANCE AND LIABILITY

1. Indemnification. The Friends shall hold the City and the Land Trust harmless from and indemnify and defend the City and the Land Trust against any claim or liability arising in any manner from the Friends' use, improvement, and occupancy of the Nature Center Building Site and the Property, or relating to the death or bodily injury to any person or damage to any personal property present on or located in the Nature Center Building or on the Nature Center Building Site and Property at the Friends' invitation or sufferance.

2. Personal Property. The Friends shall be responsible for any personal property that it keeps at the Nature Center Building Site and the Property. The Friends agree to hold the City harmless from any and all loss or damage to its personal property, except in the case of loss or damage incurred during the City's use of the Nature Center Building or the Property.

3. Insurance.

a. Insurance to be Maintained by the Friends. The Friends shall be responsible for obtaining and maintaining public liability insurance providing coverage against claims for bodily injury, death and personal property damage occurring at the Nature Center Building Site and the Property as a result of its operation of the Nature Center Building. Coverage shall be maintained at a minimum of

\$1,500,000 each occurrence. The Friends shall also maintain property damage insurance for the Nature Center Building. The Friends shall name the City as an additional insured. A certificate of insurance shall be provided to the City on an annual basis. Such policy or policies shall provide that 30 days written notice must be given to the City prior to cancellation thereof. The Friends shall furnish evidence satisfactory to the City at the time this Agreement is executed that such coverage is in full force and effect. The Friends shall also maintain workers' compensation insurance for its employees.

- b. Insurance to be Maintained by the City. The City shall be responsible for obtaining and maintaining property and general liability insurance for the Property, with the exception of the Nature Center Building.
 - c. Subrogation. The Friends and the City release each other from any and all liability which they might have against the other or any one claiming through or under them by way of subrogation or otherwise, resulting from the occurrence of any accidents or casualty or loss covered by insurance being carried by the damaged party at the time of such occurrence.
4. Waiver. Nothing in this Agreement shall be deemed to be a waiver by the City or its elected officials of any limitations on or immunities from liability set forth in Minnesota Statutes, Chapter 466 or to which the City or its officials, employees, agents and representatives are otherwise entitled.
5. Independent Contractor Status. All services provided by the Friends and its officers, employees, volunteers and agents pursuant to this Agreement shall be provided by such persons as an employee of the Friends, volunteer of the Friends or as an independent contractor and not as an employee or volunteer of the City for any purpose. The Friends shall be responsible for the following with respect to its employees, including, but not limited to: (a) income tax withholding; (b) workers' compensation; (c) unemployment compensation; (d) FICA taxes; and (e) benefits.

ARTICLE VI GENERAL PROVISIONS

1. Termination. In the event that the Friends are in breach of any of the terms of this Agreement, the City shall provide the Friends with written notice of the breach and provide the Friends with at least 60 days of the date of the notice to cure the breach. In the event that the Friends do not cure the breach, the City may cure the breach and reimburse itself for its costs to cure the breach from the escrow account. In the event that the City opts to cure the breach and reimburses itself for its costs from the escrow account, the Friends shall replenish the escrow account so that the balance is at least \$20,000.

If the breach is a material breach, the City may terminate this Agreement and at its option either use the escrow fund to demolish the Nature Center Building, or choose to keep and use the Nature Center Building. In the latter case, the Friends shall surrender the Nature Center Building

and Nature Center Building Site to the City upon payment of the Appraised Value of the Nature Center Building. The "Appraised Value" shall be determined as follows:

The City shall select and pay for a licensed appraiser to provide an appraisal of the Nature Center Building and the value of the Nature Center Building as determined by the appraiser shall be the "Appraised Value." If the Friends are not in agreement with the amount of the Appraised Value as determined by the City's appraiser, the Friends may obtain an appraisal at the Friends' expense. In that event, the Appraised Value of the Nature Center Building shall be determined by averaging the appraised value amounts set forth in the City appraisal and the Friends' appraisal.

Upon payment of the "Appraised Value" by the City, the Nature Center Building shall become the property of the City.

In the event that the Friends are unable to continue the operation and maintenance of the Nature Center Building, the Friends may terminate this Agreement. The Friends shall provide the City with written notice of the termination at least 60 days prior to the effective date of termination. The Friends may choose to donate the Nature Center Building to the City, provided that the City is willing to accept it or remove it. If the City will not accept the Nature Center Building, the Friends must remove it. In the event that the Friends remove the Nature Center Building, the Friends must remove all debris and restore the Property to its original condition.

2. Building Name. If the Friends donate the Nature Center Building to the City, the City may change the name of the building if the City converts the building to another use. If the Nature Center Building continues to be used as a nature center by the City, it shall continue to be known and referred to as the "Sally Manzara Interpretive Nature Center."

3. Entire Agreement and Amendment. This Agreement constitutes the entire agreement between the City and the Friends and there are no other agreements, either oral or written, between the parties. No subsequent alteration, amendment, change or addition to this Agreement shall be binding upon the City or the Friends unless reduced to writing and executed in the same form and manner in which this Agreement is executed.

4. Data Practices Compliance. Data provided to the Friends under this Agreement shall be administered in accordance with Minnesota Statutes Chapter 13 and all data on individuals shall be maintained in accordance with statutory guidelines.

5. Severability. The provisions of this Agreement are expressly severable, and the unenforceability of any provision or provisions hereof shall not affect or impair the enforceability of any other provision or provisions.

6. Notices. Except as otherwise expressly provided in this Agreement, any notice, demand, or other communication under this Agreement by either party to the other shall be sufficiently given or delivered if it is dispatched by United States Mail or delivered personally to:

- (a) The Friends of Lake Elmo's Sunfish Lake Park
5050 Kirkwood Avenue North
Lake Elmo, MN 55042
Attn: Anthony P. Manzara
- (b) City of Lake Elmo
3800 Laverne Avenue North
Lake Elmo, MN 55042
Attn: City Administrator

or to such other address as either party may notify the other of pursuant to this paragraph.

7. Recitals. The Recitals set forth in the preamble to this Agreement are incorporated into the Agreement by reference.

8. Assignment. The Friends may not assign its interests and responsibilities under this Agreement to any other party without obtaining the prior written consent of the City.

9. Choice of Law. This Agreement shall be interpreted in accordance with the laws of the State of Minnesota. Any dispute arising out of this Agreement will be venued in Washington County, Minnesota.

IN WITNESS WHEREOF, the City and the Friends have executed this Agreement the day and year first above written.

CITY OF LAKE ELMO

By: _____
Mike Pearson
Its: Mayor

By: _____
Julie Johnson
Its: City Clerk

**FRIENDS OF LAKE ELMO'S SUNFISH LAKE
PARK**

By: _____
Its: _____

EXHIBIT A
Legal Description of the Property

Exhibit A

Legal Description of the Protected Property

The Northwest Quarter of the Northwest Quarter (NW 1/4 of NW 1/4) of Section Fourteen (14), Township Twenty-nine (29), Range Twenty-one (21), and the West Thirty-three (33) feet of the Southwest Quarter of the Northwest Quarter (SW 1/4 of NW 1/4) of Section Fourteen (14), Township Twenty-nine (29), Range Twenty-one (21), Washington County, Minnesota.

AND

That part of the Northeast quarter of the Northwest quarter of Section 15, Township 29, Range 21, Washington County, Minnesota, described as commencing at the Northeast corner of said Northeast quarter of Northwest quarter; thence South 0° 51' 45" East, assumed bearing, along the East line thereof, 501.27 feet to the South line of the North 30 acres of said Northwest quarter and to the actual point of beginning of the land to be hereinafter described; thence South 89° 01' 54" West along said South line of North 30 acres 800 feet; thence South 0° 51' 45" East 734.30 feet; thence North 89° 01' 54" East 800 feet to the East line of said Northeast quarter of the Northwest quarter; thence North 0° 51' 45" West along said East line 734.30 feet to the actual point of beginning.

AND

The Northwest quarter of the Northeast quarter, the Northeast quarter of the Northeast quarter, the Southwest quarter of the Northeast quarter, the North three-quarters of the Southeast quarter of the Northeast quarter and that part of the East 87 feet lying South of the North three-quarters of the Southeast quarter of the Northeast quarter all in Section 15, Township 29, Range 21.

AND

The east 87 feet of that part of the Southeast quarter of Section 15, Township 29, Range 21, lying Northerly of the Northerly right of way line of State Highway #212, subject to the right of way Stillwater Lane (formerly State Highway #212).

AND

The Southwest Quarter of the Northeast Quarter of the Northwest Quarter (SW 1/4 of NE 1/4 of NW 1/4) of Section Fourteen (14), Township Twenty-nine (29) North, Range Twenty-one (21) West, Washington County, Minnesota.

AND

The North Three (3) rods of the Northwest Quarter of the Southeast Quarter of the Northwest Quarter (NW 1/4 of SE 1/4 of NW 1/4) of Section Fourteen (14), Township Twenty-nine (29), Range Twenty-one (21), Washington County, Minnesota.

AND

The South Forty (40) acres of Government Lot Five (5), Section Ten (10) and the Southeast Quarter of the Southwest Quarter (SE $\frac{1}{4}$ of SW $\frac{1}{4}$) of Section Ten (10). AND the North Thirty (30) acres of the North one-half of the Northwest Quarter (N $\frac{1}{2}$ of NW $\frac{1}{4}$) of Section Fifteen (15), all in Township Twenty-nine (29) North of Range Twenty-one (21) West, containing 110 acres more or less.

EXCEPT:

All that part of the South 40 acres of Government Lot 5, Section 10, and the Southeast Quarter of the Southwest Quarter of Section 10, and the North 30 acres of the North One-Half of the Northwest Quarter of Section 15, all in Township 29 North, Range 21 West, Washington County, Minnesota, described as follows:

Beginning at the northwest corner of said Section 15, thence South 00 degrees, 18 minutes, 30 seconds West, bearings are based on the Washington County Coordinate System NAD83, along the west line of said Section 15, a distance of 501.27 feet to the south line of said North 30 acres of the North One-Half of the Northwest Quarter of Section 15, thence North 89 degrees, 51 minutes, 00 seconds East, along said south line, a distance of 1808.59 feet, thence North 00 degrees, 02 minutes, 32 seconds West and parallel with the east line of said Northwest Quarter of Section 15, a distance of 501.26 feet to the north line of said Section 15, thence South 89 degrees, 51 minutes, 00 seconds West, along said north line a distance of 105.52 feet, thence North 00 degrees, 53 minutes, 21 seconds West and parallel with the west line of said Section 10, a distance of 650.00 feet, thence South 89 degrees, 51 minutes, 00 seconds West and parallel with the south line of said Section 10, a distance of 200.00 feet, thence North 00 degrees, 53 minutes, 21 seconds West and parallel with the west line of said Section 10, a distance of 656.24 feet, to a point on the north line of said Southeast Quarter of the Southwest Quarter of Section 10, thence South 89 degrees, 45 minutes, 24 seconds West, along said north line, a distance of 193.17 feet to the northwest corner of said Southeast Quarter of the Southwest Quarter, thence North 00 degrees, 42 minutes, 39 seconds West, along the east line of said Government Lot 5, a distance of 29.52 feet to the northeast corner of said South 40 acres of Government Lot 5, thence South 89 degrees, 51 minutes, 00 seconds West, along the north line of said South 40 of Government Lot 5, a distance of 706.92 feet, thence South 00 degrees, 53 minutes, 21 seconds East and parallel with the west line of said Section 10, a distance of 200.00 feet, thence South 50 degrees, 54 minutes, 08 seconds West, a distance of 127.25 feet, thence South 89 degrees, 51 minutes, 00 seconds West and parallel with the north line of said South 40 acres of Government Lot 5, a distance of 500.00 feet to the west line of said Section 10, thence South 00 degrees, 53 minutes, 21 seconds East along the west line of said Section 10, a distance of 1055.45 feet to the point of beginning, containing 65.9 acres, more or less.

AND ALSO EXCEPT:

All that part of the South 40 acres of Government Lot 5, Section 10, Township 29 North, Range 21 West, Washington County, Minnesota, described as follows:

Commencing at the southwest corner of said Section 10, thence North 00 degrees, 53 minutes, 21 seconds West along the west line of said Section 10, a distance of 1055.45 feet to the point of beginning, thence continuing North 00 degrees, 53 minutes, 21 seconds West along the west line of said Section 10, a distance of 280.00 feet to the northwest corner of said South 40 acres of Government Lot 5, thence North 89 degrees, 51 minutes, 00 seconds East along the north line of said South 40 acres of Government Lot 5, a distance of 600.00 feet, thence South 00 degrees, 53 minutes, 21 seconds East and parallel with the west line of said Section 10, a distance of 200.00 feet, thence South 50 degrees, 54 minutes, 08 seconds West, a distance of 127.25 feet, thence South 89 degrees, 51 minutes, 00 seconds West and parallel with the north line of said South 40 acres of Government Lot 5, a distance of 500.00 feet to the point of beginning, containing 3.8 acres, more or less.

EXHIBIT B

Preliminary Plans for the Nature Center

The image reproduced here represents a more complete preliminary plan contained in the accompanying document "Roger Tomten SUNFISH NATURE CENTER 040117 update"



1 NORTH EAST PERSPECTIVE
8 NO SCALE

TOMTEN
ARCHITECTURAL
DESIGN
ROGER TOMTEN
411 NW 11TH
ANN ARBOR MI 48106-1101

PRELIMINARY DESIGN FOR THE
SALLY MANZARA INTERPRETIVE NATURE CENTER
SUNFISH LAKE PARK, LAKE ELMO, MINNESOTA

DATE:
3 APRIL 2017
TOMTEN ARCH

SHEET
8
OF 9

EXHIBIT C

Description of Nature Center Building Site

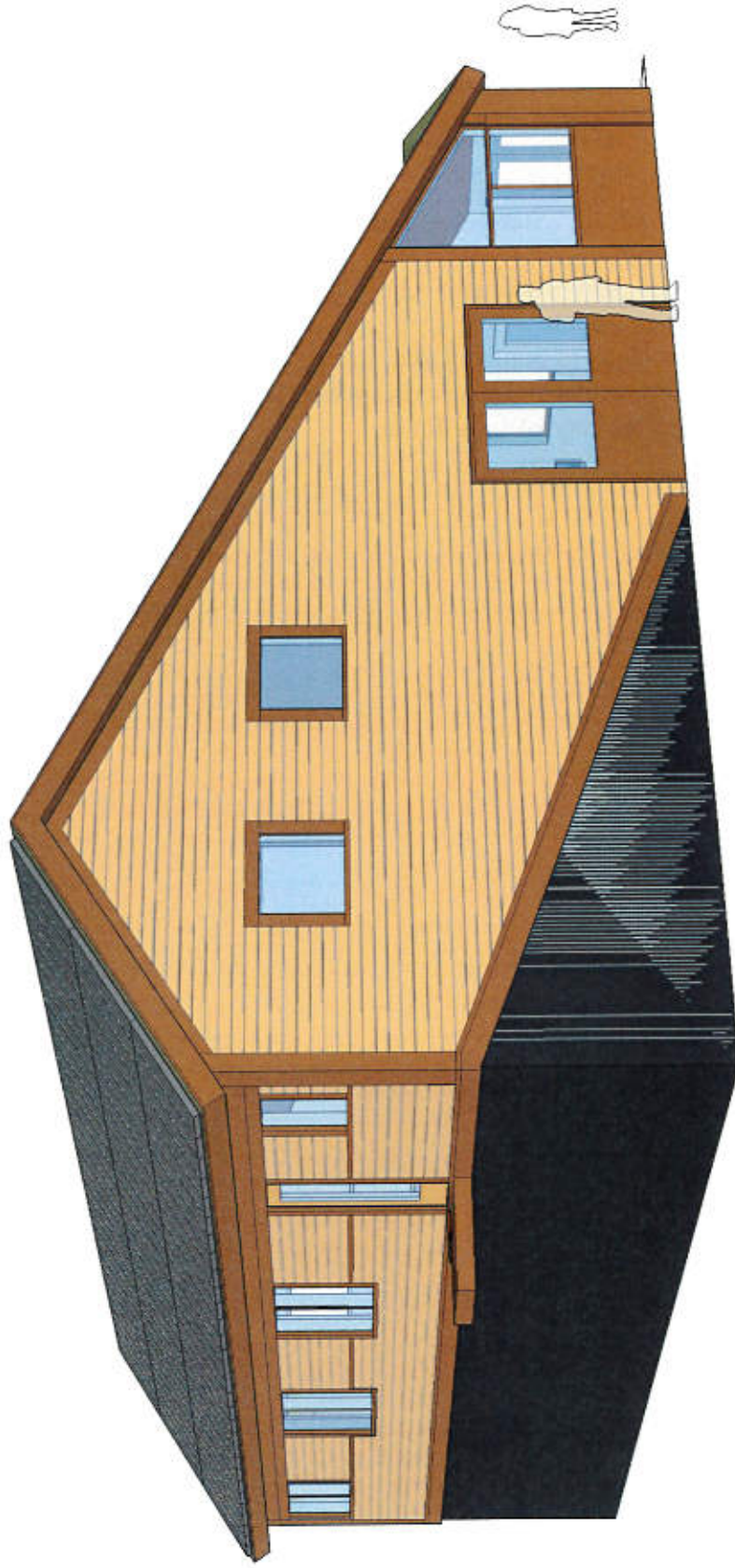
The Nature Center Building Site is defined as one acre (a square plot approximately 207 feet on a side) oriented with the edges north-south and east-west, with its eastern side centered on the existing fire hydrant which is located just west of the Sunfish Lake Park south entrance drive just before it turns into the parking lot, and its northern side centered on the southernmost of the boulders which form the southern boundary of the existing parking lot.

EXHIBIT D

Mission Statement

The Sally Manzara Interpretive Nature Center –

- Stands as a symbol of the Stewardship of our community for its natural surroundings and heritage
- Serves as a focus of community activities related to outdoor life
- Provides a place where people of all ages can learn about the unique natural history and ongoing ecology of Sunfish Lake Park
- Teaches general environmental awareness via specific local examples
- Honors the agricultural heritage of Lake Elmo



1 SOUTH EAST PERSPECTIVE

NO SCALE

**TOMTEN
ENVIRONMENTAL
DESIGN**
ROGER TOMTEN
ARCHITECT
333 N MAIN ST., #201
STELLAR, MN 55089

PRELIMINARY DESIGN FOR THE:

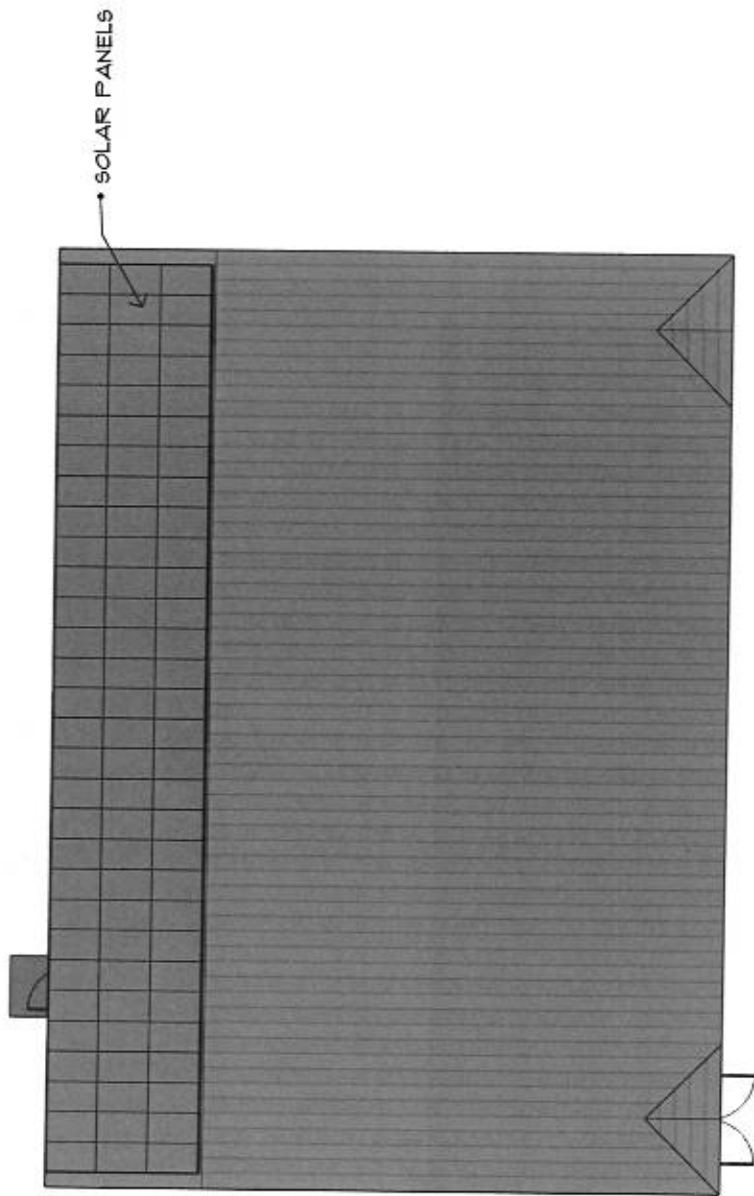
SALLY MANZARA INTERPRETIVE NATURE CENTER

SUNFISH LAKE PARK, LAKE ELMO, MINNESOTA

DATE:
3 APRIL 2017

11X17 FULL SIZE

SHEET
1
OF 3



1 ROOF PLAN
2 1/8" = 1'-0"

TOMTEN
ENVIRONMENTAL
DESIGN
ROGER TOMTEN
651.303.3319
tomtenenvironmental.net
333 N MAIN ST. #200
STILLWATER, MN 55082

PRELIMINARY DESIGN FOR THE:

SALLY MANZARA INTERPRETIVE NATURE CENTER

SUNFISH LAKE PARK, LAKE ELMO, MINNESOTA

DATE:

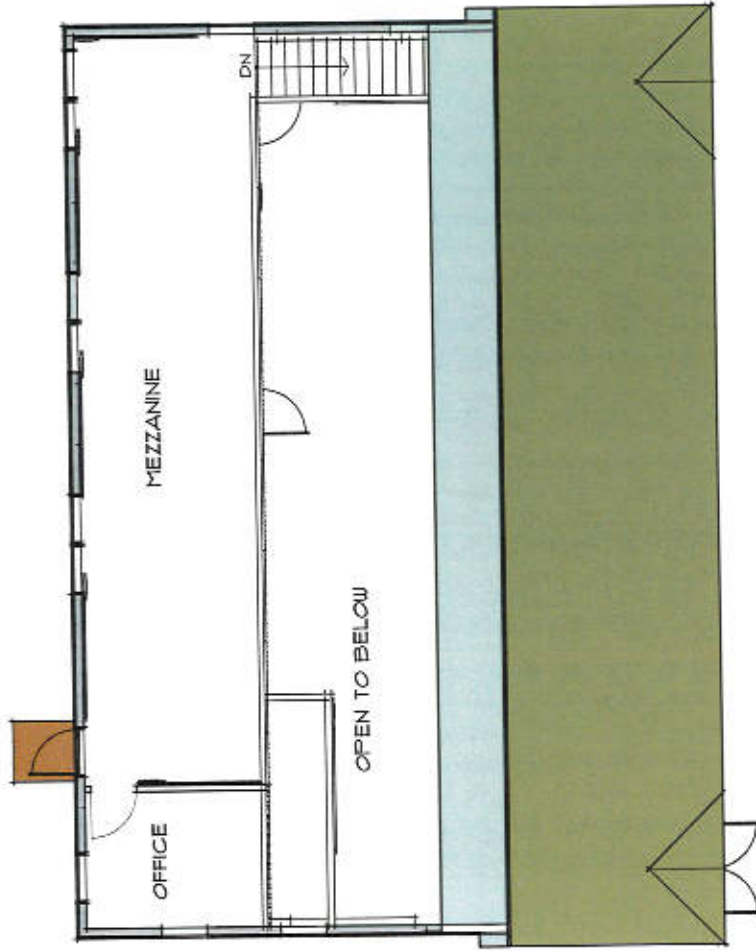
3 APRIL 2017

11X17 FULL SIZE

SHEET

2

OF 9



MEZZANINE PLAN

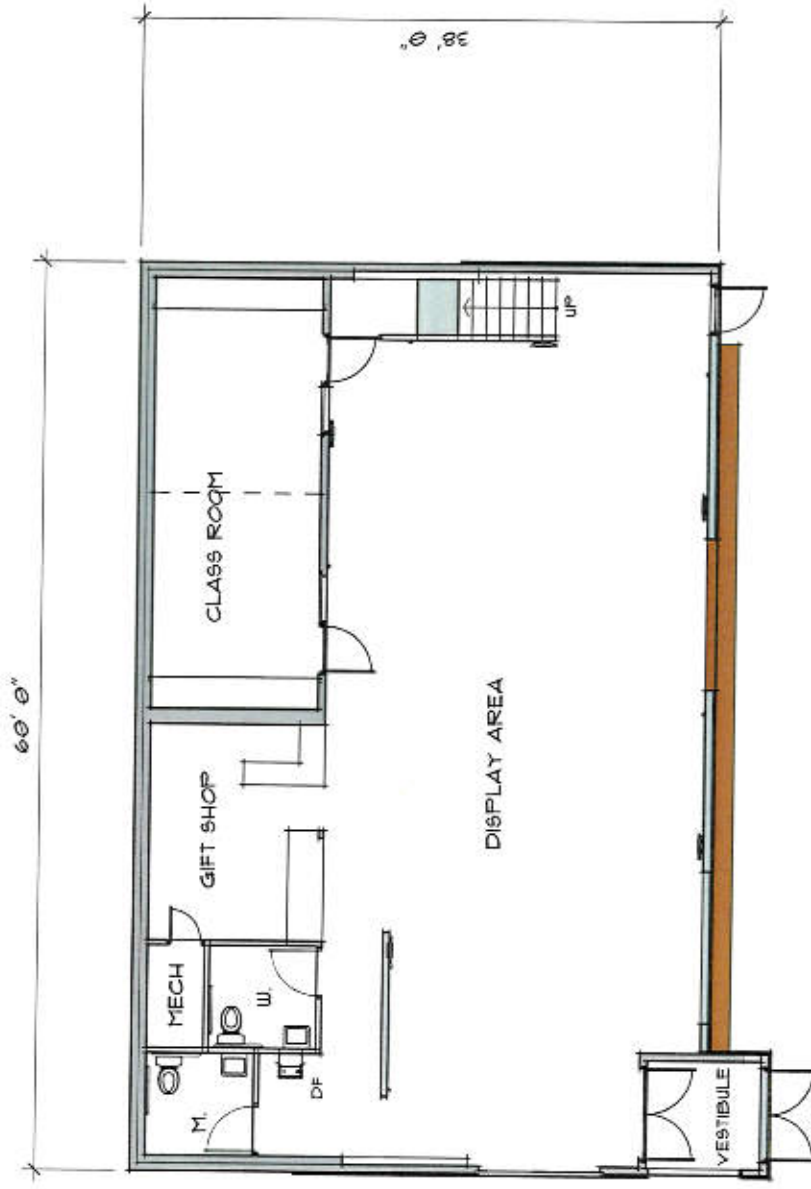
1/8" = 1'-0"

SHEET
3
OF 9

DATE:
3 APRIL 2017
1/4" = 1'-0"

PRELIMINARY DESIGN FOR THE:
SALLY MANZARA INTERPRETIVE NATURE CENTER
SUNFISH LAKE PARK, LAKE ELMO, MINNESOTA

TOMTEN
ENVIRONMENTAL
DESIGN
ROGER TOMTEN
4511 30th Ave. S.
355 N. MAIN ST., 3201
ST. LOUIS, MO 63102



1 LOWER LEVEL FLOOR PLAN
 4 1/8" = 1'-0"

TOMTEN
 ENVIRONMENTAL
 DESIGN
 ROGER TOMTEN
 461.303.3215
 tomten@comcast.net
 333 N MAIN ST. #201
 STUMMER, MN 55082

PRELIMINARY DESIGN FOR THE:
SALLY MANZARA INTERPRETIVE NATURE CENTER
 SUNFISH LAKE PARK, LAKE ELMO, MINNESOTA

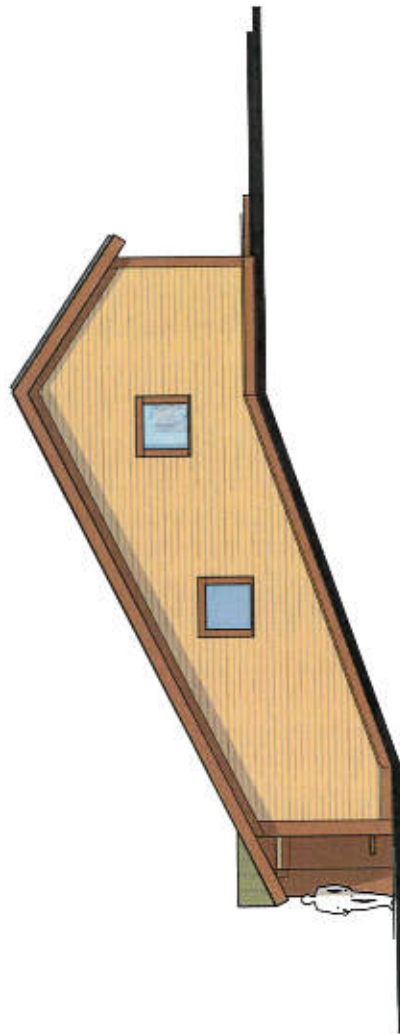
DATE:
 3 APRIL 2017
 1/31" FULL SIZE

SHEET
4
 OF 9



1 SOUTH ELEVATION

1/8" = 1'-0"



2 WEST ELEVATION

1/8" = 1'-0"

TOMTEN
ENVIRONMENTAL
DESIGN
ROGER TOMTEN
651.303.3315
WWW.TOMTENDESIGN.COM
303 N FOUN ST. #201
STILLWATER, MN 55082

PRELIMINARY DESIGN FOR THE:

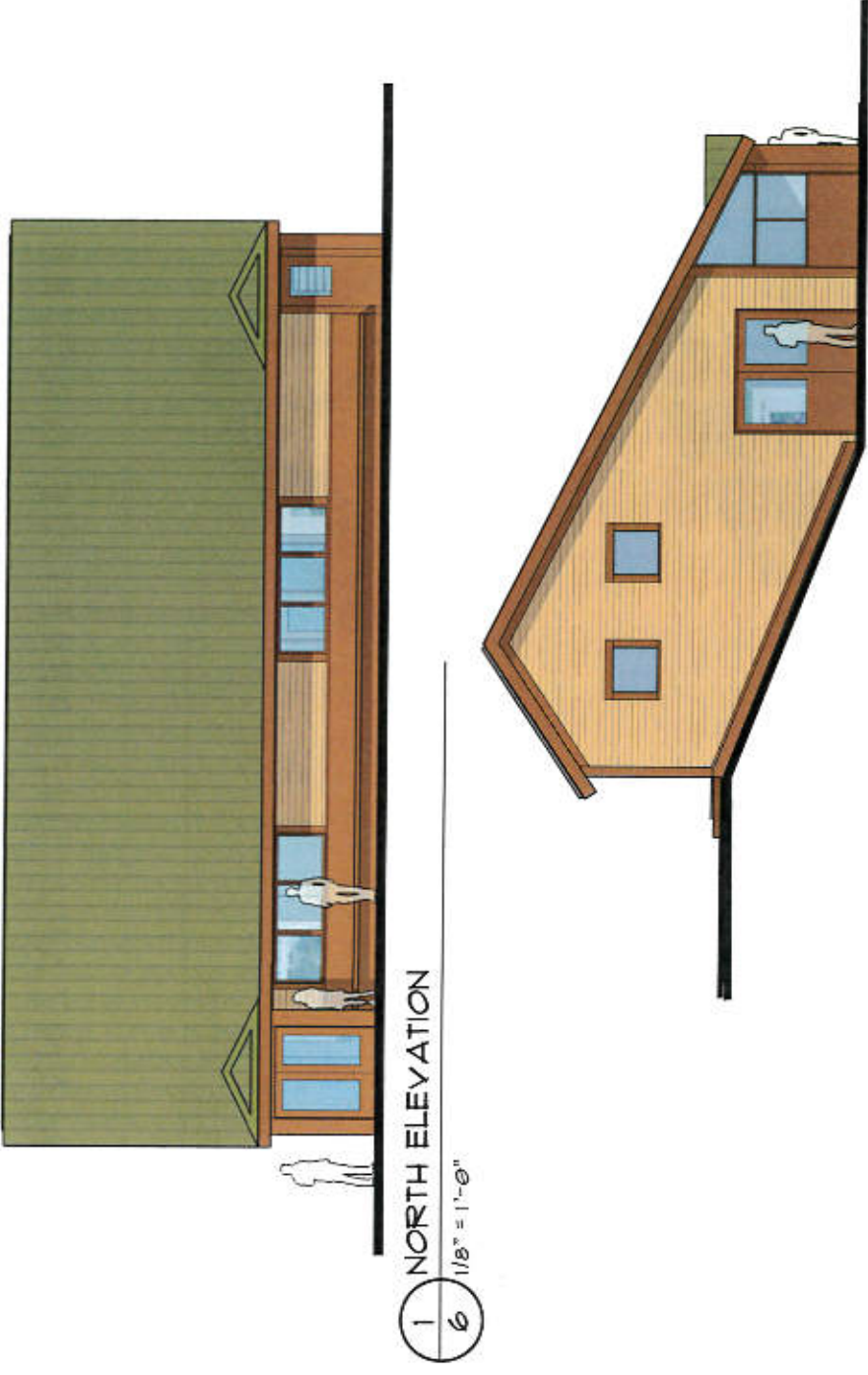
SALLY MANZARA INTERPRETIVE NATURE CENTER

SUNFISH LAKE PARK, LAKE ELMO, MINNESOTA

SHEET
5
OF 9

DATE:
3 APRIL 2017

11X17 FULL SIZE



1 NORTH ELEVATION
1/8" = 1'-0"

2 EAST ELEVATION
1/8" = 1'-0"

TOMTEN
ENVIRONMENTAL
DESIGN
ROGER TOMTEN
051.303.3315
tomten@tomten.com
333 N MAIN ST. #200
SULLY, MN 55055

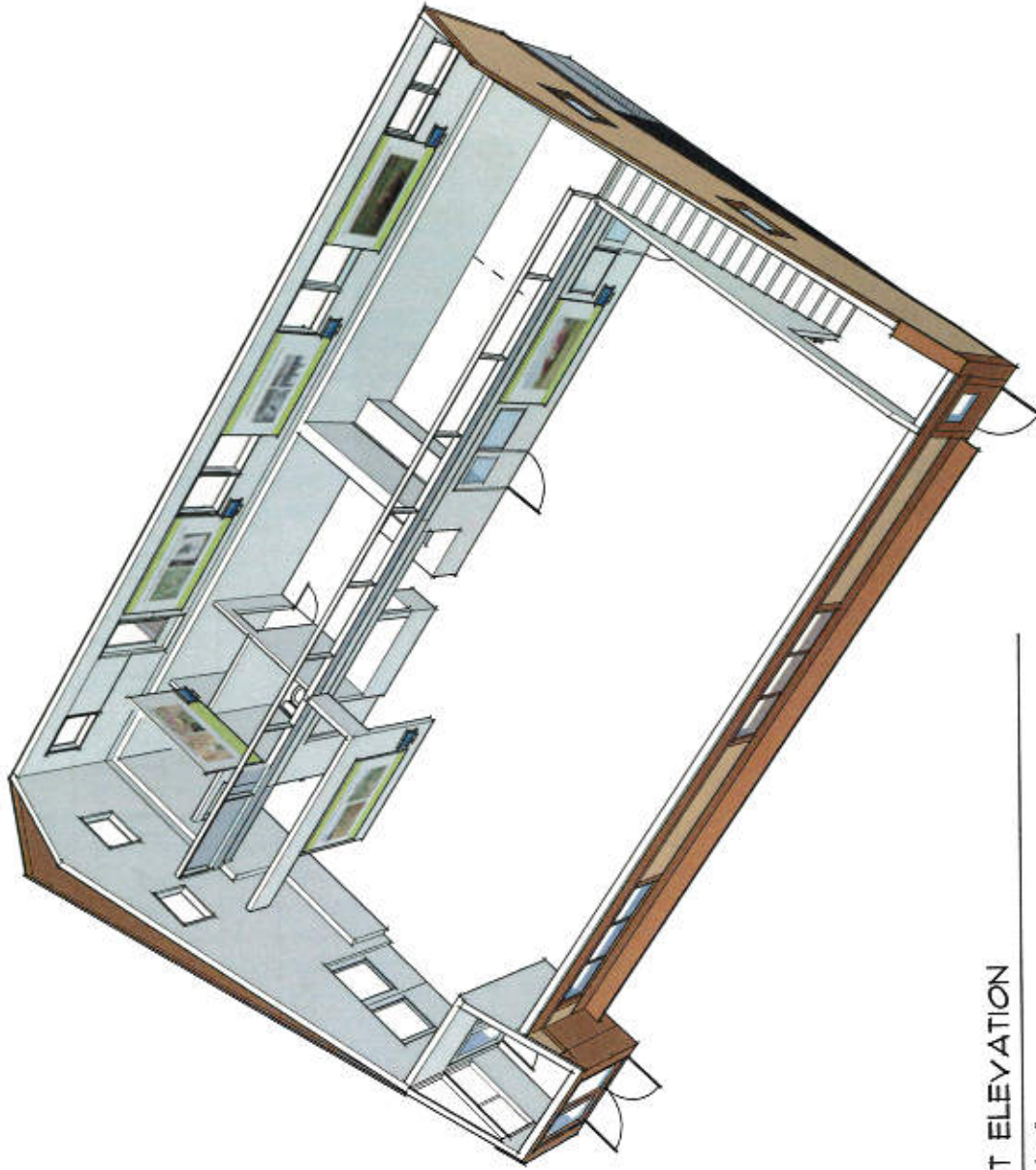
PRELIMINARY DESIGN FOR THE:

SALLY MANZARA INTERPRETIVE NATURE CENTER

SUNFISH LAKE PARK, LAKE ELMO, MINNESOTA

DATE:
3 APRIL 2017
1/4" = 1' FULL SIZE

SHEET
6
OF 9



1 EAST ELEVATION

1/8" = 1'-0"

TOMTEN
ENVIRONMENTAL
DESIGN
ROGER TOMTEN
661.303.3115
355 N. MAIN ST. #201
STILLWATER, MN 55082

PRELIMINARY DESIGN FOR THE:

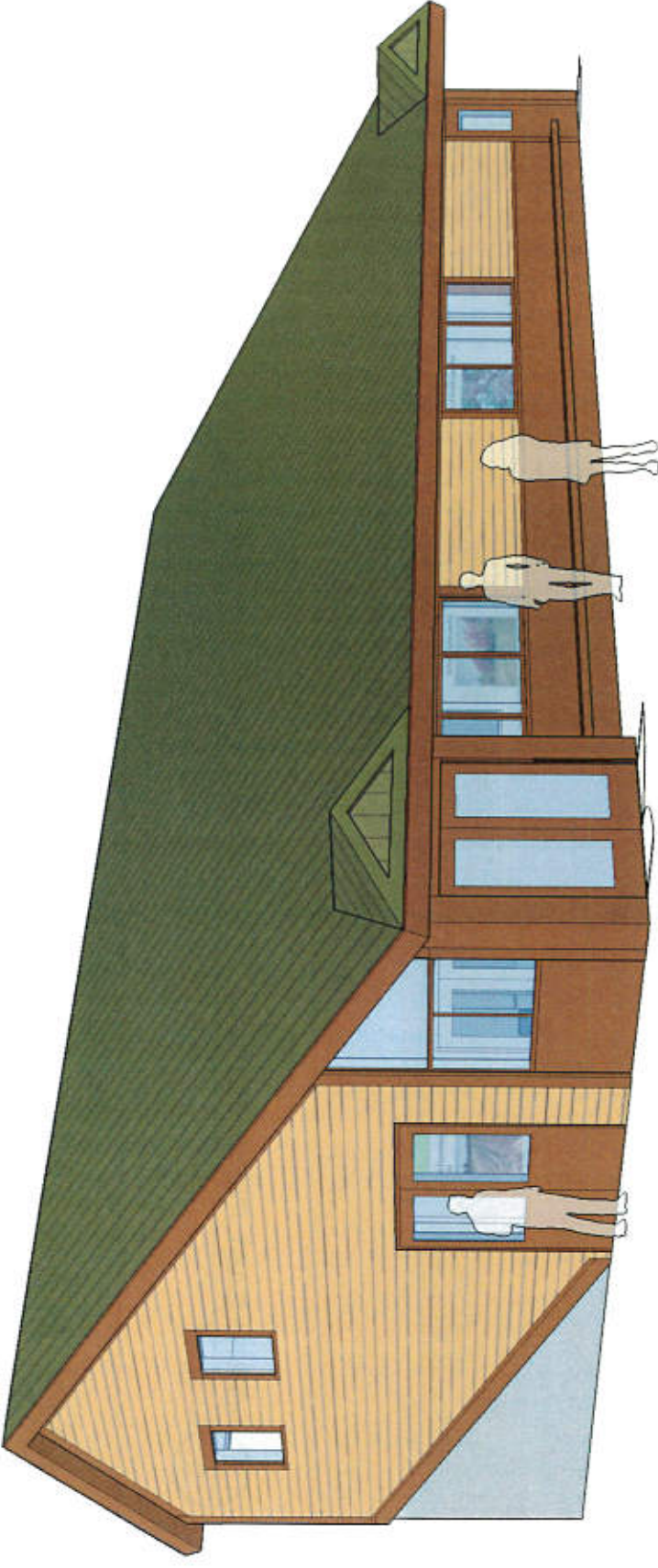
SALLY MANZARA INTERPRETIVE NATURE CENTER

SUNFISH LAKE PARK, LAKE ELMO, MINNESOTA

DATE:
3 APRIL 2017

11X17 FULL SIZE

SHEET
7
OF 9



1 NORTH EAST PERSPECTIVE

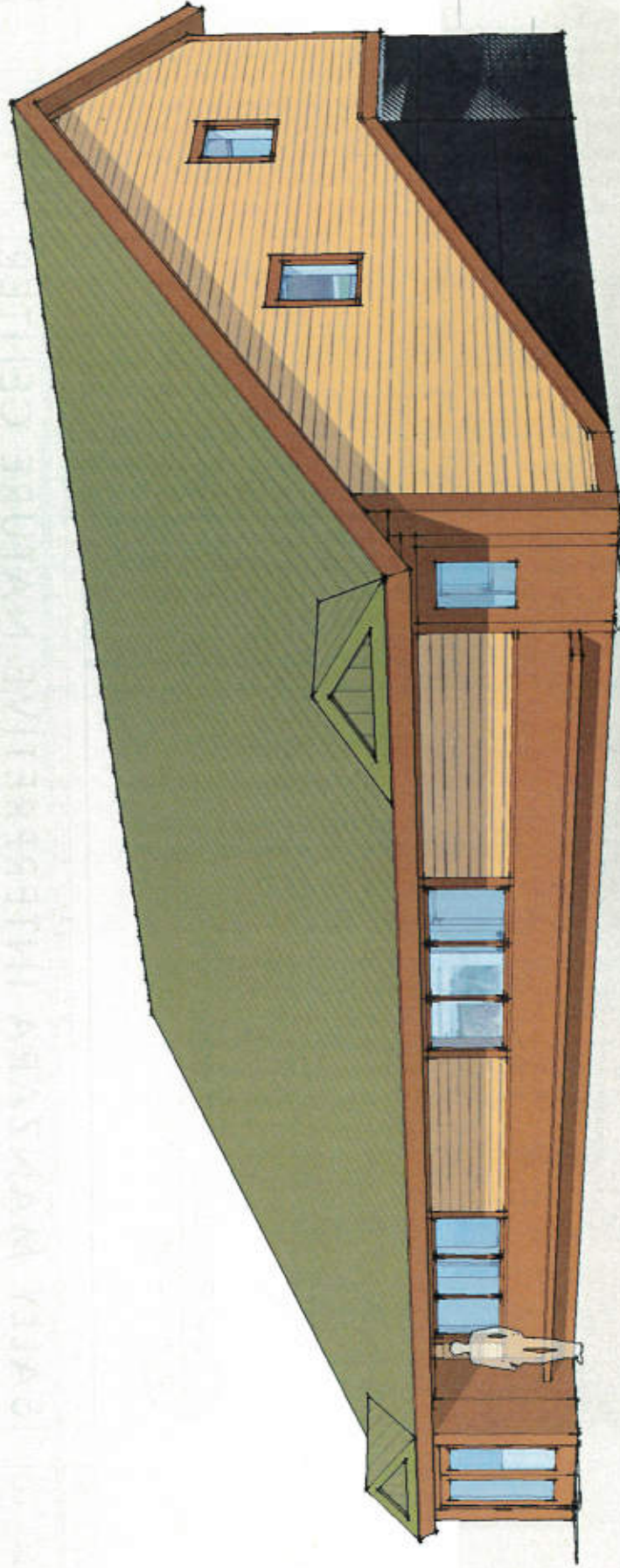
8 NO SCALE

TOMTEN
ENVIRONMENTAL
DESIGN
ROGER TOMTEN
401.303.3315
roger@tomtenenvironmental.com
555 N MAN ST., #200
STILLWATER, MN 55082

DATE:
3 APRIL 2017
11X17 FULL SIZE

SHEET
8
OF 9

PRELIMINARY DESIGN FOR THE:
SALLY MANZARA INTERPRETIVE NATURE CENTER
SUNFISH LAKE PARK, LAKE ELMO, MINNESOTA



1 NORTH EAST PERSPECTIVE

9 NO SCALE

TOMTEN
ENVIRONMENTAL
DESIGN
ROGER TOMTEN
4511 30th St. S. 715
305 N. MAIN ST. #201
ST. CLOUD, MN 56302

PRELIMINARY DESIGN FOR THE:
SALLY MANZARA INTERPRETIVE NATURE CENTER
SUNFISH LAKE PARK, LAKE ELMO, MINNESOTA

DATE:
3 APRIL 2017
FIXED FULL SIZE

SHEET
9
OF 9

February 22, 2017

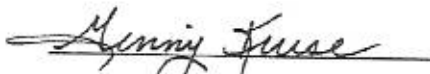
To: Lake Elmo Parks Commission

From: Ginny Kruse, Interim Principal, Lake Elmo Elementary School

I understand that you will be voting on the approval of an Agreement to allow the Friends of Lake Elmo's Sunfish Lake Park to build and operate the Sally Manzara Interpretive Nature Center in your city's Sunfish Lake Park. I further understand that part of the Agreement requires that the Center provide programs for people of all ages.

Recent research has shown that our children greatly benefit from early exposure to nature, and it would be very good to have a nearby, accessible, and inexpensive option for nature experiences for K-5 students at the Lake Elmo Elementary School. Therefore I urge you to approve this Agreement and support the project.

Sincerely,

A handwritten signature in cursive script, reading "Ginny Kruse", written over a horizontal line.

Ginny Kruse, Interim Principal

February 22, 2017

To: Lake Elmo Parks Commission

From: Boutwell's Landing Adult Care Staff

We understand that you will be voting on the approval of an Agreement to allow the Friends of Lake Elmo's Sunfish Lake Park to build and operate the Sally Manzara Interpretive Nature Center in your city's Sunfish Lake Park. We further understand that part of the Agreement requires that the Center provide programs and exhibits suitable for people of all ages.

It would be very good to have a nearby location where our senior residents and care clients could go to have appropriately-designed nature experiences, and are willing to provide input on the design of such programs. We urge you to approve the Agreement and support the nature center project.

Name

Signature

Phone or e-mail

Patty GOODMAN *Patty Goodman* pgoodman@preshomes.org

Joyce Herringshaw *Joyce Herringshaw* jherringshaw@preshomes.org

Laura Thompson *Laura Thompson* lathompson@preshomes.org

Angie Ireland *Angie Ireland* aireland@preshomes.org

SARAH JONES *Sarah Jones* sjones@preshomes.org


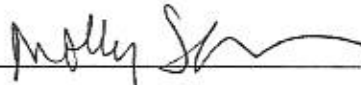

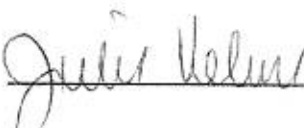


February 19, 2017

To: Lake Elmo Parks Commission

From: Undersigned Directors of Day Care Centers in Washington County

We understand that you will be voting on the approval of an Agreement to allow the Friends of Lake Elmo's Sunfish Lake Park to build and operate the Sally Manzara Interpretive Nature Center in your city's Sunfish Lake Park. We further understand that part of the Agreement requires that the Center provide programs for people of all ages. We feel the need for more locations where our children would have the opportunity to attend nature education programs. Therefore we urge you to approve this Agreement and support the project.

Sincerely,

Name	Signature	Location	Phone or e-mail
Ruth Stark		Time for me Center	651-770-8865
Molly Stem		TFM	11
Stacie Penn		Carol Mottley's Center	spenn@cmcc.org
Julie Velini		Warm World	651-478-3693
Mary Oswald		Warm World	mjo1943@aol.com
Tony Gillespie		Barbwell Learning	tonygillespie@barbwelllearning.com



STAFF REPORT

DATE: April 18, 2017
REGULAR
ITEM #: 19

AGENDA ITEM: Amendments to Planning Commission Ordinance

SUBMITTED BY: Kristina Handt, City Administrator

BACKGROUND:

Council discussed changes to Chapter 32 of the Code of Ordinances related to the Planning Commission at their March work session.

ISSUE BEFORE COUNCIL:

Should the Council amend provisions related to the Planning Commission?

PROPOSAL DETAILS/ANALYSIS:

Included in your packet is Ordinance No 08-172 An Ordinance Amending the Lake Elmo City Code of Ordinances by Amending the City's Provisions related to the Planning Commission.

The ordinance includes the two changes discussed at the March work session. First, section 32.029 regarding the removal of commissioners would be amended to require a majority vote of the council rather than a 4/5th vote.

Second, section 32.032 regarding the annual work plan would be amended to remove the joint meeting between the Council and Planning Commission in September each year. This was proposed to be removed since the practice has not been followed. At any time the Council and Commission could hold a joint meeting if they so desired. The requirement of creating an annual work plan would remain.

FISCAL IMPACT:

NA

OPTIONS:

- 1) Approve Ordinance No 08-172
- 2) Amend and then Approve Ordinance No 08-172
- 3) Do not make any changes to Chap 32 of the City's Code of Ordinances

RECOMMENDATION:

Motion to approve Ordinance No 08-172 An Ordinance Amending the Lake Elmo City Code of Ordinances by Amending the City's Provisions related to the Planning Commission

ATTACHMENTS:

- Ordinance No 08-172

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

ORDINANCE NO. 08-172

**AN ORDINANCE AMENDING THE LAKE ELMO CITY CODE OF ORDINANCES BY
AMENDING THE CITY'S PROVISIONS RELATED TO THE PLANNING
COMMISSION**

SECTION 1. The City Council of the City of Lake Elmo hereby amends Chapter 32, Sections 32.029 and 32.032 of the City Code by adding the underlined language and deleting the ~~stricken~~ language as follows:

§ 32.029 REMOVAL.

Any member or alternate member may be removed by a ~~4/5~~ majority vote of the Council, for cause. Cause shall include but not be limited to having more than 3 consecutive absences or being absent from more than 1/3 of the meetings in any 1 calendar year. The Council may consider exceptional circumstances when applying this rule.

§ 32.032 ANNUAL WORK PLAN.

The Planning Commission shall ~~meet with the Council at the Commission's first meeting in September each year to~~ develop an annual work plan, including a list of projects, points of interaction on projects, programs, and goals for the following year.

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 No. ____ was adopted on this ____ day of April 2017, by a vote of __ Ayes and __ Nays.

LAKE ELMO CITY COUNCIL

Mike Pearson, Mayor

ATTEST:

Julie Johnson, City Clerk

This Ordinance _____ was published on the _____ day of _____, 2017.



STAFF REPORT

DATE: April 18, 2017

REGULAR

ITEM #: 20

NO ACTION UPDATE ONLY

AGENDA ITEM: Library Negotiations Update

SUBMITTED BY: Kristina Handt, City Administrator

UPDATE:

The following is a brief update on my negotiations with Washington County regarding the Lake Elmo Library joining the Washington County library system.

I have met a number of times with county and city staff since the beginning of the year to discuss options for Lake Elmo to rejoin the Washington County Library System with a branch remaining in Lake Elmo.

On April 12, 2017, I attended the Lake Elmo Library Board meeting and discussed the draft resolution negotiated by staff. A copy is included in your packet for reference. The library board had a number of questions/concerns regarding the building, operations (library cards, MELSA, etc.), volunteers, use of the shared space, and financial matters. I will meet with the County staff to try to get answers to their questions by the end of April.

The library board will be holding a special meeting on Wednesday, May 3rd at 6:30pm to consider the resolution. The city will include information about this meeting in the FRESH, on our website and post notices at City Hall. The library board is also planning a mailing to get the word out about the meeting and solicit feedback from the public.

ATTACHMENTS:

- Draft Resolution Presented to Library Board 4/12/17

**LAKE ELMO LIBRARY BOARD
WASHINGTON COUNTY
MINNESOTA**

RESOLUTION NO. 2017- _____

A RESOLUTION REGARDING LIBRARY SERVICES IN THE CITY OF LAKE ELMO

WHEREAS, on January 1, 2012, the Lake Elmo City Council established public library service for the City's residents, pursuant to Minnesota Statutes Section 134.07; and

WHEREAS, upon this establishment, the Library Board was appointed by the City Council which established the Lake Elmo Public Library; and

WHEREAS, pursuant to Minnesota Statutes Section 134.07, the City levies an annual tax on its taxable property for public library service for the library fund that funds the Lake Elmo Public Library; and

WHEREAS, it has been determined by the City that public library service in the City will be expanded if the Lake Elmo Public Library becomes a branch of the Washington County Library System (the "County"); and

WHEREAS, the County's library system is a member of a "regional public library system" as defined by Minnesota Statutes Section 134.001, subdivision 4; and

WHEREAS, pursuant to Minnesota Statutes Section 134.20, subdivision 3, a city which is excluded from the county tax supporting the county's regional public library system under the provisions of Minnesota Statutes Section 134.20, subdivision 3, may, upon recommendation of its library board and upon action by its city council, be included in the county tax and become an integral part of the county's regional public library system; and

WHEREAS, the Library Board is recommending that the City be included in the County tax and become an integral part of the County's library system; and

NOW, THEREFORE, BE IT RESOLVED, by the Library Board of the City of Lake Elmo as follows:

1. The Library Board hereby recommends to the City Council that the City be included in the County tax and become an integral part of the County's library system, provided that the City and the County agree to the following terms:
 - a. That effective January 1, 2018, the City will be included in the County library tax and the City will no longer collect the library levy from City property owners. The County will then be responsible for setting and collecting the library levy for City property owners.

- b. That effective January 1, 2018, the County will operate the City's library located at 3537 Lake Elmo Avenue North, Suite 130, Lake Elmo, Minnesota as a County branch library.
- c. That the Lake Elmo Public Library will be open to the public a minimum of 40 hours per week for a four year period starting on January 1, 2018. The City agrees that it will not initiate or complete a withdrawal from the County library system prior to January 1, 2022.
- d. If the hours at either the Wildwood or Oakdale branch library are reduced by the County due to an economic downturn or loss of state aid, the County may reduce the Lake Elmo branch library hours proportionally.
- e. That the County will install a self-check out system in the Lake Elmo Public Library.
- f. That the County will hire all current Lake Elmo Public Library staff.
- g. That the City will convey the property in which the Lake Elmo Public library is located and the property in which the parking lot for the Lake Elmo Public Library is located to the County at no cost along with all associated personal property. The library property must be used by the County for the operation of a public library. Lake Elmo City Council approval would be required for a change in the use of the property by the County or the City would recover some costs in the event of a sale of the property by the County to a third party.
- h. That the County will allow the City to use the community room space in the Lake Elmo Public Library building for use by community groups so long as it does not interfere with the County's library programs.
- i. The City will pay for the paving of the parking lot. The parking lot must remain a public parking area to be used by the community. The City will be responsible for snow plowing the parking lot. All other maintenance obligations with respect to the parking lot and library property will be the responsibility of the County.
- j. That the City will convey \$200,000 of its library funds to the County on January 1, 2018. The County must use the funds conveyed by the City exclusively for the Lake Elmo Public Library. Any City library funds in excess of \$200,000 will be retained by the City and used in accordance with Minnesota Statutes Section 134.20, subdivision 3 to increase or improve public library services within the City.
- k. That the Lake Elmo Library will no longer have to pay for Washington County library cards effective July 1, 2017.

- l. That no later than August 1, 2017, City of Lake Elmo residents will have access to MELSA resources.
- m. That the City will consider library space as part of its municipal facilities space needs study.

Passed and duly adopted this _____ day of _____, 2017, by the Library Board of the City of Lake Elmo, Minnesota.

Chair

ATTEST:

Secretary