



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

NOTICE OF MEETING

City Council Meeting

Tuesday, May 1, 2018 7:00 P.M.

City of Lake Elmo | 3800 Laverne Avenue North

AGENDA

A. Call to Order/Pledge of Allegiance

B. Approval of Agenda

C. Accept Minutes

1. April 17, 2018

D. Public Comments/Inquires

E. Presentations

2. Hagberg's Recognition for Environmentally-friendly Practices
3. Lake Elmo Jaycees Donation – *Resolution 2018-047*

F. Consent Agenda

4. Approve Payment of Disbursements and Payroll
5. Approve SCADA System Service Agreement
6. Approve Addition to Sunfish Lake Park Entrance Sign – Sally Manzara Nature Center
7. Adopt Resolution Approving Cooperative Maintenance Agreement for CSAH 15/Stillwater Way Traffic Signal - *Resolution 2018-046*
8. Approve Adopt a Park Program
9. Approve 2019 Budget Calendar
10. Approve Meeting Calendar Update

G. Regular Agenda

11. Demontreville Park Ballfields
12. Tennis Camp Proposal

H. Council Reports

I. Staff Reports and Announcements

The council will enter a closed session pursuant to Minn. Stat. 13D.05, subd. 3(a) to discuss the performance of employee Matt Nicklay

J. Adjourn

**CITY OF LAKE ELMO
CITY COUNCIL MINUTES
APRIL 17, 2018**

CALL TO ORDER/PLEDGE OF ALLEGIANCE

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

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

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

APPROVAL OF AGENDA

Item 12, "Approve Street Naming Policy" was moved to the Regular Agenda.

Councilmember Bloyer, seconded by Councilmember Lundgren, moved TO APPROVE THE AGENDA AS AMENDED. Motion passed 5 – 0.

ACCEPT MINUTES

Minutes of the April 3, 2018 Regular Meeting were accepted as presented. Councilmember Lundgren abstained due to her absence from the April 3rd meeting.

PUBLIC COMMENTS/INQUIRIES

None

PRESENTATIONS

Mayor Pearson read a Proclamation declaring April 28, 2018 to be Arbor Day in Lake Elmo, Minnesota.

CONSENT AGENDA

3. Approve Payment of Disbursements and Payroll
4. Accept Building Department March 2018 Report
5. Accept Fire Department March 2018 Report
6. Accept Public Works March 2018 Report
7. Approve Property Tax Abatement – 4823 Olson Lake Trail - *Resolution 2018-040*
8. Approve City Administrator Pay Increase
9. Approve Hiring of Finance Director
10. Approve Updated Accountant Job Description
11. Award Bid for Lawn Mowing
12. ~~Approve Street Naming Policy Amendment—*Ordinance 08-208*~~

13. Approve 2017 Street Improvements Compensating Change Order No. 4
14. Approve 2017 Street Improvements Pay Request No. 6
15. Accept Quotes and Award Contract for 2018 Crack Seal Project
16. Approve 2018 Crack Seal and Seal Coat Projects Joint Services Agreement with Denmark Township
17. Approve Wildflower 2nd Addition Amendment to Developer Agreement – *Resolution 2018-041*
18. Approve Wildflower 3rd Addition Developer Agreement – *Resolution 2018-042*

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

ITEM 12: Approve Street Naming Policy Amendment

City Administrator Handt reviewed past action taken related to the Street Naming Policy and discussion held at the March 13, 2018 City Council Workshop.

Councilmember Fliflet, seconded by Councilmember Lundgren, moved TO ADOPT ORDINANCE 08-208 AMENDING THE CITY'S STREET NAMING POLICY.

Mayor Pearson, seconded by Councilmember Nelson, moved TO ADD TO SECTION 1, PARAGRAPH (1), "NO STREET NAME THAT ALREADY EXISTS IN THE CITY OR ITS ENVIRONS SHALL BE USED, UNLESS THE PROPOSED STREET IS THE LOGICAL EXTENSION OF AN ALREADY NAMED STREET, IN WHICH EVENT THE SAME NAME SHALL BE USED." Motion passed 3 – 2. (Fliflet, Lundgren – nay)

Mayor Pearson, seconded by Councilmember Nelson, moved TO STRIKE SECTION (1)a.i & ii. Motion passed 3 – 2. (Fliflet, Lundgren – nay)

Mayor Pearson, seconded by Councilmember Nelson, moved TO AMEND THE POLICY TO ADD THAT IF A ROAD IS PROPOSED IN LINE WITH AN EXISTING ROAD AND THE NEW ROAD IS ONE QUARTER MILE OR LESS FROM THE EXISTING ROAD, THEN THE NAME OF THE NEW ROAD SHALL CHANGE. Motion failed 2 – 3. (Bloyer, Fliflet, Lundgren – nay)

Primary motion passed 3 – 2. (Fliflet, Lundgren – nay)

ITEM 19: District Court Order to Approve Halcyon Cemetery

City Planner Becker reviewed the events that have occurred since the Council's decision to deny the application on October 6, 2015.

Susan Saffle, 11180 50th Street N., asked that the City follow all rules related to this project.

**LAKE ELMO CITY COUNCIL MINUTES
APRIL 17, 2018**

Kristina Lundquist, 5410 Lake Elmo Avenue N., asked that the City stringently limit chemicals the cemetery can use or store on site.

Jean Mandrinich, 11240 50th Street N., asked if the City can find a way to stop the development of the cemetery.

Councilmember Bloyer, seconded by Councilmember Nelson, moved TO ADOPT RESOLUTION 2015-59 APPROVING THE HALCYON CEMETERY PRELIMINARY AND FINAL PLAT, SUBJECT TO RECOMMENDED CONDITIONS OF APPROVAL AS ORDERED BY THE DISTRICT COURT. Motion passed 4 – 0 – 1. (Lundgren – present/not voting)

Councilmember Bloyer, seconded by Councilmember Nelson, moved TO RECONSIDER THE VOTE ON ITEM 19. Motion failed 2 – 3. (Pearson, Fliflet, Lundgren – nay)

ITEM 20: Old Village Phase 4 Street & Utility Improvements Feasibility Report; Call for Improvement and Assessment Hearing

City Engineer Griffin presented the feasibility report for the Old Village Phase 4 Street & Utility Improvements. Griffin reviewed the area included in the project, scope of improvements, project schedule and detailed review of the improvements.

Dave Faint, 3617 Laverne Avenue N., stated that the tennis courts in Lions Park are rarely used and commented on drainage issues in the area causing flooding at his property.

Councilmember Nelson, seconded by Councilmember Lundgren, moved TO ADOPT RESOLUTION 2018-043 RECEIVING THE FEASIBILITY REPORT FOR THE OLD VILLAGE PHASE 4 STREET AND UTILITY IMPROVEMENTS AND CALLING HEARING ON IMPROVEMENT TO BE HELD ON MAY 15, 2018. Motion passed 5 – 0.

Councilmember Nelson, seconded by Councilmember Lundgren, moved TO ADOPT RESOLUTION 2018-044 DECLARING COST TO BE ASSESSED AND CALLING HEARING ON PROPOSED ASSESSMENT FOR THE OLD VILLAGE PHASE 4 STREET AND UTILITY IMPROVEMENTS TO BE HELD ON MAY 15, 2018. Motion passed 5 – 0.

ITEM 19: Halcyon Cemetery

Councilmember Bloyer, seconded by Councilmember Nelson, moved TO RECONSIDER THE MOTION REGARDING HALCYON CEMETERY. Motion passed 3 – 2. (Fliflet, Lundgren – nay)

Councilmember Bloyer, seconded by Councilmember Nelson, moved TO ADOPT RESOLUTION 2015-59. Motion passed 4 – 0 – 1. (Lundgren – present/not voting)

ITEM 21: Old Village Phase 4 Street & Utility Improvements Plans & Specs; Authorize Ad for Bids

Councilmember Lundgren, seconded by Mayor Pearson, moved TO ADOPT RESOLUTION 2018-045 APPROVING THE PLANS AND SPECIFICATIONS AND ORDERING THE ADVERTISEMENT FOR BIDS FOR THE OLD VILLAGE PHASE 4 STREET AND UTILITY IMPROVEMENTS. Motion passed 5 – 0.

COUNCIL REPORTS

Mayor Pearson: Reported that the Lake Elmo Elementary PTA is fundraising for playground improvements. Attended open house events for the Comp Plan update and 3M lawsuit. Held discussions with property owners regarding an acceleration lane on Highway 36 and met with Representative Lohmer for assistance. Remembered residents Jerome Eder and Bob Pike who recently passes away.

Councilmember Nelson: Attended open house events for the Comp Plan update and 3M lawsuit.

Councilmember Lundgren: Received calls regarding plowing issues in the Tri Lakes area. Attended open house events for the Comp Plan amendment and 3M lawsuit.

Councilmember Bloyer: Reported that the Olson and Demontreville lake associations have unified.

Councilmember Fliflet: Commended staff for their response to recent tragedies in the city.

STAFF REPORTS AND ANNOUNCEMENTS

Administrator Handt: Noted upcoming joint meeting with the Planning Commission and Board of Appeals. Announced upcoming deadline to register for the LMC conference, Arbor Day tree giveaway. Attended a meeting regarding the 3M lawsuit and announced an upcoming open house meeting to discuss Manning Avenue project.

Sergeant Osterman: Noted increase in phone scams and informed the public that the IRS does not call and demand information.

City Attorney Sonsalla: Working on closing documents for the Brookfield building purchase and development issues.

Planning Director Becker: Thanked everyone who attended the Comp Plan open house.

Meeting adjourned at 9:10 pm.

LAKE ELMO CITY COUNCIL

ATTEST:

Mike Pearson, Mayor

Julie Johnson, City Clerk



PROCLAMATION

Recognizing Hagberg's Country Market for their Sustainable and Environmentally-Friendly Practices

WHEREAS the City of Lake Elmo's Environmental Committee has nominated Hagberg's Country Market for recognition of their sustainable business practices for the betterment of the community; and

WHEREAS Hagberg's Country Market uses only non-bleached butcher paper, biodegradable sandwich containers, and compostable soup containers; and

WHEREAS Hagberg's has installed closed-case and energy-efficient refrigerators; and

WHEREAS they have upgraded their lighting to energy-efficient LED lighting; and

WHEREAS their beef and pork are sourced locally from organizations that raise their animals humanely in a ranch environment where they have access to sunshine, grass, and fresh air, and are fed nutritious diets with minimal additives; and

WHEREAS their beef is purchased from Revier Cattle Company who focus on sustainable social, economic, and environmental beef production through their implementation the evolving Sustainability Scorecard System; and

WHEREAS Hagberg's uses nearly the entire animal for steaks, sausages, ground meat, and all prepared foods to minimize waste; and

WHEREAS Hagberg's focuses on service at the meat counter over pre-packaged orders to further cut down on waste.

THEREFORE BE IT RESOLVED that the City Council of the City of Lake Elmo does hereby recognize for Hagberg's Country Market and their efforts to participate in sustainable and environmentally-friendly business practices.

Signed this 1st day of May, 2018.

Mike Pearson
Mayor



STAFF REPORT

DATE: May 1, 2018

Presentations

ITEM #: 3

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

BACKGROUND:

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

ISSUE BEFORE COUNCIL:

Should Council accept the donation of \$12,700 from the Lake Elmo Jaycees?

PROPOSAL:

The Lake Elmo Jaycees will be presenting a check for \$12,700 to the City Council at the meeting. Included in your packet is a resolution for the Council to officially accept the donation.

FISCAL IMPACT:

The 2018 General Fund budget includes \$10,000 in donations.

OPTIONS:

- 1) Approve Resolution No 2018-047
- 2) Amend and then Approve Resolution No 2018-047
- 3) Don not accept the donation from the Lake Elmo Jaycees

RECOMMENDATION:

Motion to approve Resolution No 2018-047

ATTACHMENTS:

- Resolution No 2018-047

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

RESOLUTION NO. 2018-047

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

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

WHEREAS, the Lake Elmo Jaycees have proposed contributing \$12,700 to the City of Lake Elmo; and

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

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Lake Elmo, Minnesota, does hereby acknowledge and agrees to accept said donation of \$12,700 from the Lake Elmo Jaycees on behalf of the citizens of Lake Elmo.

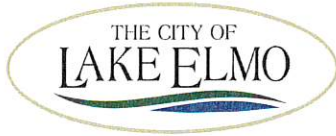
APPROVED by the Lake Elmo City Council on this 1st day of May, 2018.

By: _____

Mike Pearson
Mayor

ATTEST:

Julie Johnson
City Clerk



STAFF REPORT

DATE: May 1, 2018
CONSENT

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

BACKGROUND INFORMATION/STAFF REPORT:

The City of Lake Elmo has the fiduciary responsibility to conduct normal business operations. Below is a summary of current claims to be disbursed and paid in accordance with State law and City policies and procedures.

FISCAL IMPACT:

Claim #	Amount	Description
ACH	\$ 69,461.29	Payroll 04/26/18
47299 -	\$ 211,300.38	Accounts Payable 05/01/18
TOTAL	\$ 280,761.67	

RECOMMENDATION:

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

“Motion to approve the aforementioned disbursements in the amount of \$ 280,761.67.”

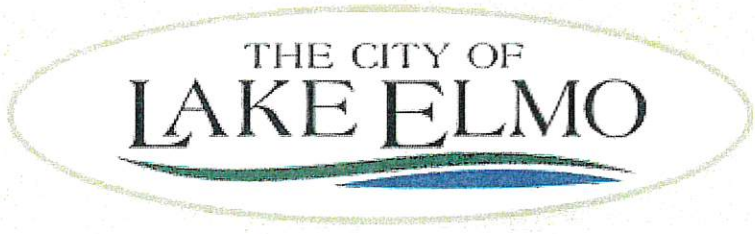
ATTACHMENTS:

1. Accounts Payable – check register

Accounts Payable

Computer Check Register

User: AmyLabelle
Printed: 04/19/2018 - 11:13AM
Batch: 00018.04.2018 - Payroll AP 041218
Bank Account: APPR

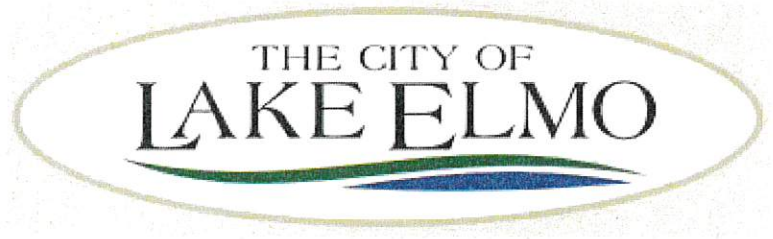


Check	Vendor No	Vendor Name	Date	Invoice No	amount
47299	CENTRALP	Central Pension Fund	4/17/2018	20180412	420.00
Check 47299 Total:					420.00
Report Total:					420.00

Accounts Payable

Computer Check Register

User: AmyLabelle
Printed: 04/25/2018 - 12:16PM
Batch: 00019.04.2018 - Payroll AP 042618
Bank Account: APPR



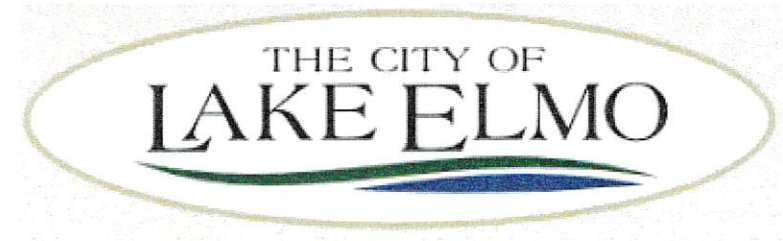
Check	Vendor No	Vendor Name	Date	Invoice No	amount
47300	CENTRALP	Central Pension Fund	5/1/2018	20180426	479.63
Check 47300 Total:					479.63
Report Total:					479.63

K. Hunt

Accounts Payable

Computer Check Proof List by Vendor

User: AmyLabelle
Printed: 04/26/2018 - 3:02PM
Batch: 00020.04.2018 - AP 050118



Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor: AMFLAG	American Flagpole & Flag Corp			Check Sequence: 1	ACH Enabled: False
138632	US & POW Flags	380.55	05/01/2018	101-450-5200-42150	
138632	US & POW Flags	380.55	05/01/2018	101-410-1940-42230	
138878	Replacement Flags	99.80	05/01/2018	101-420-2220-44010	
	Check Total:	860.90			
Vendor: BECKERE	Emily Becker			Check Sequence: 2	ACH Enabled: False
20180412	Reimbursement - Coffee for Comp Plan Open H	54.47	05/01/2018	101-410-1910-43020	
20180412	Reimbursement - Water for Comp Plan Open Ho	21.49	05/01/2018	101-410-1910-43020	
20180412	Reimbursement - 2018 Urban Land Institute Mei	170.00	05/01/2018	101-410-1910-44330	
	Check Total:	245.96			
Vendor: BOLTONM	Bolton & Menk, Inc			Check Sequence: 3	ACH Enabled: False
0216005	2018 Street Project 2017.156	17,671.00	05/01/2018	409-480-8000-43150	
0216006	I-94 Lift Station Project 2016.134	1,659.00	05/01/2018	602-495-9450-43150	
0216007	Royal Golf I	2,142.00	05/01/2018	803-000-0000-22910	
	Check Total:	21,472.00			
Vendor: BOYER	Boyer Trucks			Check Sequence: 4	ACH Enabled: False
1223141	Accelerator pedal repair 86-1	42.44	05/01/2018	101-430-3100-44040	
	Check Total:	42.44			
Vendor: CENCOLL	Century College			Check Sequence: 5	ACH Enabled: False
670062	FF CEU Program	688.75	05/01/2018	101-420-2220-44370	
	Check Total:	688.75			
Vendor: AMDAHL	Chris Amdahl Locksmith, Inc			Check Sequence: 6	ACH Enabled: False
14663	Stations 1 & 2 - rekey & combo change	439.00	05/01/2018	101-420-2220-44010	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	439.00			
Vendor: CINTAS	Cintas Corporation #754			Check Sequence: 7	ACH Enabled: False
4005082193	Uniforms	146.01	04/16/2018	101-430-3100-44170	
4005082193	Rugs/Soap/Rags	26.90	04/16/2018	101-430-3100-42150	
	Check Total:	172.91			
Vendor: CTYOAKI	City of Oakdale			Check Sequence: 8	ACH Enabled: False
26067	Ladder side rail	75.00	05/01/2018	101-420-2220-44040	
26068	Ignition wiring - Ranger	121.43	05/01/2018	101-420-2220-44040	
	Check Total:	196.43			
Vendor: CTYROSE	City of Roseville			Check Sequence: 9	ACH Enabled: False
224450	Monthly IT Service - April 2018	5,748.00	05/01/2018	101-410-1450-43180	
224480	Monthly Telephone Svs - April 2018	96.72	05/01/2018	101-410-1320-43210	
224480	Monthly Telephone Svs - April 2018	48.36	05/01/2018	101-410-1520-43210	
224480	Monthly Telephone Svs - April 2018	48.36	05/01/2018	101-410-1910-43210	
224480	Monthly Telephone Svs - April 2018	24.18	05/01/2018	101-410-1940-43210	
224480	Monthly Telephone Svs - April 2018	48.36	05/01/2018	101-420-2100-43210	
224480	Monthly Telephone Svs - April 2018	72.53	05/01/2018	101-420-2400-43210	
224480	Monthly Telephone Svs - April 2018	145.08	05/01/2018	101-430-3100-43210	
	Check Total:	6,231.59			
Vendor: CTYSTPAI	City of St. Paul			Check Sequence: 10	ACH Enabled: False
28024	Asphalt	719.51	05/01/2018	101-430-3100-42240	
	Check Total:	719.51			
Vendor: COMPASS	Compass Minerals			Check Sequence: 11	ACH Enabled: False
248589	Road Salt - regular	13,373.95	05/01/2018	101-430-3100-42290	
	Check Total:	13,373.95			
Vendor: DELTA	Delta Dental Of Minnesota			Check Sequence: 12	ACH Enabled: False
7258801	April 2018 Premium	1,075.05	05/01/2018	101-000-0000-21706	
	Check Total:	1,075.05			
Vendor: EARLANE	Earl F. Andersen, Inc.			Check Sequence: 13	ACH Enabled: False
117940	Misc repair parts	275.45	05/01/2018	101-430-3100-42210	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	275.45			
Vendor: FILLA	Neal & Lisa Filla			Check Sequence: 14	ACH Enabled: False
20180420	2018 Stormwater Assesement Refund	393.47	05/01/2018	603-000-0000-37100	
	Check Total:	393.47			
Vendor: FROFSUN	Friends of LE Sunfish Lake Prk			Check Sequence: 15	ACH Enabled: False
20180423	Siding, soffit, fascia - JG Hause	9,000.00	05/01/2018	803-000-0000-22920	
20180423	Heating & AC - Trane Co.	4,812.00	05/01/2018	803-000-0000-22920	
	Check Total:	13,812.00			
Vendor: GFOA	Gov. Finance Officers Assn			Check Sequence: 16	ACH Enabled: False
20180425	2018 Membership Dues - SI	170.00	05/01/2018	101-410-1520-44330	
	Check Total:	170.00			
Vendor: GRAINGE	Grainger			Check Sequence: 17	ACH Enabled: False
9747745983	Replacement eye wash bottles	11.38	05/01/2018	101-420-2220-44010	
	Check Total:	11.38			
Vendor: GRAPHIC	Graphic Resources Inc			Check Sequence: 18	ACH Enabled: False
61641	Comprehensive Plan Open House Mailer	808.00	05/01/2018	101-410-1910-43020	
	Check Total:	808.00			
Vendor: GREATAM	Great America Financial			Check Sequence: 19	ACH Enabled: False
22497670	Sharp MX-5141N Maint Mar 2018	812.28	05/01/2018	101-410-1940-44040	
22497671	Sharp MX-5070N Maint Mar 2018	365.58	05/01/2018	101-410-1940-44040	
	Check Total:	1,177.86			
Vendor: HAWKINS	Hawkins, Inc.			Check Sequence: 20	ACH Enabled: False
4253816	Chlorine	25.00	05/01/2018	601-494-9400-42160	
	Check Total:	25.00			
Vendor: HLTHPAR	HeathPartners			Check Sequence: 21	ACH Enabled: False
900004127	Annual Physical	264.00	05/01/2018	101-420-2220-43050	
900005430	Health Screening	223.00	05/01/2018	101-450-5200-44300	
900005430	Health Screening	31.00	05/01/2018	101-410-1520-44300	
900005430	Random Draw	80.00	05/01/2018	101-450-5200-44300	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	598.00			
Vendor: HOLIDAY	Holiday Credit Office			Check Sequence: 22	ACH Enabled: False
20170415	Fuel	74.22	05/01/2018	101-420-2220-42120	
	Check Total:	74.22			
Vendor: INNOVAT	Innovative Office Solutions			Check Sequence: 23	ACH Enabled: False
IN1998997	Office Supplies	134.05	05/01/2018	101-410-1320-42000	
IN1998997	Office Supplies	35.68	05/01/2018	101-420-2400-42000	
IN2009848	Office Supplies	45.18	05/01/2018	101-410-1910-42000	
IN2012286	Office Supplies	120.30	05/01/2018	101-410-1320-42000	
	Check Total:	335.21			
Vendor: IUOEDUE	IUOE Local 49			Check Sequence: 24	ACH Enabled: False
20180410	Union Dues - March 2018	241.50	05/01/2018	101-000-0000-21712	
	Check Total:	241.50			
Vendor: JEFFER	Jefferson Fire & Safety Inc			Check Sequence: 25	ACH Enabled: False
247189	6 Ballistic Vests	3,117.00	05/01/2018	101-420-2220-42400	
	Check Total:	3,117.00			
Vendor: JOHNSON	Johnson & Turner Attorneys			Check Sequence: 26	ACH Enabled: False
70686	Prosecution Svs March 2018	3,500.00	05/01/2018	101-420-2150-43045	
	Check Total:	3,500.00			
Vendor: kathfuel	Kath Fuel Oil Service Co			Check Sequence: 27	ACH Enabled: False
621394	def	438.00	05/01/2018	101-430-3100-42120	
621541	Diesel Fuel	2,121.60	05/01/2018	101-430-3100-42120	
621542	Unleaded Fuel	733.91	05/01/2018	101-430-3100-42120	
	Check Total:	3,293.51			
Vendor: KENGRAV	Kennedy & Graven, Chartered			Check Sequence: 28	ACH Enabled: False
142429	General matters	2,515.12	05/01/2018	101-410-1320-43040	
142429	3M litigation	6,803.50	05/01/2018	601-494-9400-43040	
142429	Haz Bldg - 9240 31st Street	157.25	05/01/2018	101-410-1320-43040	
142429	Personnel matters	38.75	05/01/2018	101-410-1320-43040	
142429	Wildflower 2nd	441.50	05/01/2018	803-000-0000-22910	
142429	Hidden Meadows 2nd	870.75	05/01/2018	803-000-0000-22910	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
142429	Lake Elmo Inn Assessment Appeal	3,931.00	05/01/2018	101-410-1320-43040	
142429	Purchase of 3880 Laverne Ave N	415.00	05/01/2018	101-000-0000-11805	
142429	Hammes 3rd	53.75	05/01/2018	803-000-0000-22910	
142429	Wildflower 3rd	161.72	05/01/2018	803-000-0000-22910	
	Check Total:	15,388.34			
Vendor: KODIAK KPS0194	Kodiak Power Systems Portable Generator Repairs	805.74	05/01/2018	Check Sequence: 29 601-494-9400-44040	ACH Enabled: False
	Check Total:	805.74			
Vendor: KWIK 20180420	Kwik Trip Inc Fuel	187.16	05/01/2018	Check Sequence: 30 101-420-2220-42120	ACH Enabled: False
	Check Total:	187.16			
Vendor: LEAGMN 271057 271599	League of MN Cities Safety & Loss Control Wkshp - JC 2018 Annual LMC Conf	20.00 400.00	05/01/2018 05/01/2018	Check Sequence: 31 101-450-5200-44370 101-410-1320-44370	ACH Enabled: False
	Check Total:	420.00			
Vendor: LEOADAL 023-10262-0003	Leo A Daly City Hall Site Study	237.50	05/01/2018	Check Sequence: 32 101-000-0000-11805	ACH Enabled: False
	Check Total:	237.50			
Vendor: MALMQN 20180322 20180322	Noah Malmquist Reimbursement - Duluth Officer School Hotel Reimbursement - Duluth Officer School Mileage	438.44 171.13	05/01/2018 05/01/2018	Check Sequence: 33 101-420-2220-44370 101-420-2220-44370	ACH Enabled: False
	Check Total:	609.57			
Vendor: MARONE 723702 723702 723702 723702	Maroney's Sanitation, Inc Trash Service - City Hall 0301-0331 Trash Service - Fire Station 0301-0331 Trash Service - Parks Bldg/Storage 0301-0331 Trash Service - Public Works 0301-0331	127.48 53.30 232.22 242.60	05/01/2018 05/01/2018 05/01/2018 05/01/2018	Check Sequence: 34 101-410-1940-43840 101-420-2220-43840 101-450-5200-43840 101-430-3100-43840	ACH Enabled: False
	Check Total:	655.60			
Vendor: MCCUNEI 20180411	Rochelle McCune 2018 Stormwater Assessment Refund	80.00	05/01/2018	Check Sequence: 35 603-000-0000-37100	ACH Enabled: False

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	80.00			
Vendor: MENARD	Menards - Oakdale			Check Sequence: 36	ACH Enabled: False
52381	Shop operating supplies	61.90	05/01/2018	101-430-3100-42150	
52381	Park maint supplies	43.91	05/01/2018	101-450-5200-42210	
52522	Paint & Supplies - Station 1	26.96	05/01/2018	101-420-2220-44010	
53097	Repair shoreland plug - Station 2	5.99	05/01/2018	101-420-2220-44010	
53097	Rehab supplies	14.91	05/01/2018	101-420-2220-44010	
	Check Total:	153.67			
Vendor: MILLERE	Miller Excavating, Inc.			Check Sequence: 37	ACH Enabled: False
24513	Watermain break 123017 30th Street	4,827.90	05/01/2018	409-480-8000-45300	
24592	Watermain break 012218 - 11415 30th Street	6,061.62	05/01/2018	409-480-8000-45300	
	Check Total:	10,889.52			
Vendor: MNGFOA	Minnesota GFOA			Check Sequence: 38	ACH Enabled: False
20180425	2018 MNGFOA Dues - SI	50.00	05/01/2018	101-410-1520-44330	
	Check Total:	50.00			
Vendor: MOENINC	Brooks Moening			Check Sequence: 39	ACH Enabled: False
20180412	Refund Escrow-VAR 8728 Demontreville Trl	500.00	05/01/2018	803-000-0000-22910	
	Check Total:	500.00			
Vendor: MES	Municipal Emergency Svs. Inc.			Check Sequence: 40	ACH Enabled: False
1192631	Wildland turnout gear suspenders	358.87	05/01/2018	101-420-2220-42400	
1214907	Wildland turnout gear	6,653.92	05/01/2018	101-420-2220-42400	
1219381	Calibration gases for gas monitors	821.54	05/01/2018	101-420-2220-44040	
	Check Total:	7,834.33			
Vendor: NEWMAN	Newman Signs, Inc.			Check Sequence: 41	ACH Enabled: False
TRFINV000803	Weight Restriction Signs	415.49	05/01/2018	101-430-3100-42260	
	Check Total:	415.49			
Vendor: NORTHL	Northland Trust Services			Check Sequence: 42	ACH Enabled: False
LKEL09A	2009A GO Bond - Interest 06/01	3,563.75	05/01/2018	601-494-9400-46110	
LKEL09A	2009A GO Bond - Fiscal Agent Fee 06/01	495.00	05/01/2018	601-494-9400-46200	
LKEL12A	2012A GO Bond - Interest 06/01	39,171.88	05/01/2018	601-494-9400-46110	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	43,230.63			
Vendor: OAKDRC 125147	Oakdale Rental Center LP for asphalt trailer	66.30	04/16/2018	Check Sequence: 43 101-430-3100-42120	ACH Enabled: False
	Check Total:	66.30			
Vendor: POMPS 980046977	Pomp's Tire Service, Inc. Tire repair 86-1	170.00	05/01/2018	Check Sequence: 44 101-430-3100-44040	ACH Enabled: False
	Check Total:	170.00			
Vendor: RDO W44498	RDO Equipment Co. Hyd Repair Loader Wing	636.23	05/01/2018	Check Sequence: 45 101-430-3100-44040	ACH Enabled: False
	Check Total:	636.23			
Vendor: RITCHIET 20180423 20180423	Ricci Media Group LLC. Cable Oper - Planning 040918 Cable Oper - Parks Comm 041618	55.00 55.00	05/01/2018 05/01/2018	Check Sequence: 46 101-410-1450-43620 101-410-1450-43620	ACH Enabled: False
	Check Total:	110.00			
Vendor: RIVRCOO 20180331	River Country Cooperative Fuel	545.97	05/01/2018	Check Sequence: 47 101-420-2220-42120	ACH Enabled: False
	Check Total:	545.97			
Vendor: SABRE 20180326	Sabre Plumbing, Heating & A/C Refund - Replacement water mtr fee	360.50	05/01/2018	Check Sequence: 48 601-000-0000-37170	ACH Enabled: False
	Check Total:	360.50			
Vendor: SEH 348152 348288	Short Elliott Hendrickson, Inc Inwood Water Tower Project 2015.130 OV Phase 4 Project 2017.157	172.00 26,375.60	05/01/2018 04/16/2018	Check Sequence: 49 601-494-9400-43030 409-480-8000-43150	ACH Enabled: False
	Check Total:	26,547.60			
Vendor: STPAULTI 20180410	St. Paul Trailer Sales Asphalt Roller Trailer	3,760.00	05/01/2018	Check Sequence: 50 101-430-3100-45500	ACH Enabled: False
	Check Total:	3,760.00			

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor: STILLSCH 1718-2974	Stillwater Area Public Schools 2040 Comprehensive Plan Project	164.50	05/01/2018	Check Sequence: 51 101-410-1910-43020	ACH Enabled: False
	Check Total:	164.50			
Vendor: SHC 609	Swanson Haskamp Consulting 2040 Comprehensive Plan Project	6,907.50	05/01/2018	Check Sequence: 52 101-410-1910-43020	ACH Enabled: False
	Check Total:	6,907.50			
Vendor: TASCH 62643	T.A. Schifsky & Sons Inc Cold Mix	383.64	05/01/2018	Check Sequence: 53 601-494-9400-42210	ACH Enabled: False
	Check Total:	383.64			
Vendor: TDS 20180413 20180413 20180413 20180413	TDS Metrocom - LLC Analog Lines - Fire 0413-0512 Analog Lines - Public Works 0413-0512 Analog Lines - Lift Station Alarms 0413-0512 Analog Lines - Well House #2 0413-0512	127.68 207.40 103.14 51.57	05/01/2018 05/01/2018 05/01/2018 05/01/2018	Check Sequence: 54 101-420-2220-43210 101-430-3100-43210 602-495-9450-43210 601-494-9400-43210	ACH Enabled: False
	Check Total:	489.79			
Vendor: TELEMET 107238	Telemetry & Process Controls Remote Log-in Access 11/2017-02/2019	66.00	05/01/2018	Check Sequence: 55 601-494-9400-43150	ACH Enabled: False
	Check Total:	66.00			
Vendor: VERIZON 9805197490	Verizon Wireless Air Card for tablet 0311-0410	35.01	05/01/2018	Check Sequence: 56 101-420-2220-43210	ACH Enabled: False
	Check Total:	35.01			
Vendor: VOELLER 51604	Jim Voeller Mailbox repair	8.11	05/01/2018	Check Sequence: 57 101-430-3100-42240	ACH Enabled: False
	Check Total:	8.11			
Vendor: WASHPRT 20180316 20180316 20180316 20180316	Washington County Property Taxes and Special Assessments Special Assessments Property Taxes Special Assessments Property Taxes	2,854.30 6,868.20 367.05 46.00	05/01/2018 05/01/2018 05/01/2018 05/01/2018	Check Sequence: 58 404-480-8000-44300 409-480-8000-44300 601-494-9400-44300 603-496-9500-44300	ACH Enabled: False

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Check Total:		10,135.55			
Vendor: WATERCC	Water Conservation Svs Inc.			Check Sequence: 59	ACH Enabled: False
8151	Watermain break 123017 - 11377 30th Street	361.58	05/01/2018	409-480-8000-45300	
8246	Watermain break 1011718 30th Street	288.73	05/01/2018	409-480-8000-45300	
8508	Watermain break 2988 Legion Ave N	424.08	05/01/2018	601-494-9400-44030	
Check Total:		1,074.39			
Vendor: Whiteani	Anita White			Check Sequence: 60	ACH Enabled: False
20180423	Cable Oper - CC Wkshp 041018	55.00	05/01/2018	101-410-1450-43620	
20180423	Cable Oper - HR Comm 041118	55.00	05/01/2018	101-410-1450-43620	
20180423	Cable Oper - City Council 041718	55.00	05/01/2018	101-410-1450-43620	
Check Total:		165.00			
Vendor: WHITEJA:	Jason White			Check Sequence: 61	ACH Enabled: False
20180423	Cable Oper - CC Wkshp Training 041018	55.00	05/01/2018	101-410-1450-43620	
20180423	Cable Oper - Training 041618	55.00	05/01/2018	101-410-1450-43620	
20180423	Cable Oper - Training 041718	55.00	05/01/2018	101-410-1450-43620	
Check Total:		165.00			
Vendor: WITTER	Nicholas Witter			Check Sequence: 62	ACH Enabled: False
20180424	Reimbursement - Smoke & CO detectors Safe H	283.80	05/01/2018	101-420-2220-42090	
Check Total:		283.80			
Vendor: XCEL	Xcel Energy			Check Sequence: 63	ACH Enabled: False
588899326	Lift Station	415.64	05/01/2018	602-495-9450-43810	
588965898	Parks Building	276.78	05/01/2018	101-450-5200-43810	
588969151	Lift Station	16.30	05/01/2018	602-495-9450-43810	
588973490	Lift Station	17.34	05/01/2018	602-495-9450-43810	
588991451	Water Tower 2	168.29	05/01/2018	601-494-9400-43810	
589009043	Pumphouse	1,469.01	05/01/2018	601-494-9400-43810	
589009147	Pumphouse	141.13	05/01/2018	601-494-9400-43810	
589022168	Traffic Lights	35.72	05/01/2018	101-430-3100-43810	
589033383	Traffic Lights	44.15	05/01/2018	101-430-3100-43810	
589039151	Traffic Lights	53.91	05/01/2018	101-430-3100-43810	
589049468	Water Tower 3	396.11	05/01/2018	601-494-9400-43810	
589052181	Fire Station # 1	482.84	05/01/2018	101-420-2220-43810	
Check Total:		3,517.22			

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Total for Check Run:	210,400.75			
	Total of Number of Checks:	63			



STAFF REPORT

DATE: 5/1/2018

CONSENT

ITEM #: 5

MOTION

TO: City Council

FROM: Rob Weldon, Public Works Director

AGENDA ITEM: SCADA System Service Agreement

REVIEWED BY: Kristina Handt, City Administrator

BACKGROUND: In 2016 the City of Lake Elmo entered into a 2-year service agreement with Telemetry & Process Control to perform preventative and corrective maintenance of the computer system and controls that operate the municipal water and sewage pumping systems. The aforementioned contract will expire on April 30, 2018.

ISSUE BEFORE COUNCIL: Does the City Council want to enter a 2-year maintenance contract with TPC for the water and wastewater SCADA System?

PROPOSAL DETAILS/ANALYSIS: Entering into the proposed service agreement helps ensure that SCADA System functions will be maintained to operate as designed. In addition, this contract guarantees phone support and on-site services 24 hours a day.

TPC is the designer of the current SCADA System and has been providing support for the operation of city wells, water towers and lift stations for years. With the growth of the city's infrastructure service of this type is crucial in order to provide uninterrupted water and sewer services to Lake Elmo residents.

FISCAL IMPACT: \$11,748 per year paid monthly out of Water and Sewer Contract Services

OPTIONS:

- Approve SCADA System Service Agreement
- Deny SCADA system Service Agreement

RECOMMENDATION: *If removed from consent agenda*

“Motion to approve a 2-year SCADA System Service Agreement with Telemetry & Process Controls”

ATTACHMENTS:

- Service Agreement Proposal



April 18, 2018

City of Lake Elmo - Public Works Department
3800 Laverne Avenue
Lake Elmo, MN 55042

Attention: Mr. Rob Weldon - Public Works Director

rweldon@lakeelmo.org

651-747-3941

Subject: City of Lake Elmo Water Distribution / Wastewater Collection
SCADA System – Annual Service Agreement Proposal

Dear Mr. Weldon,

Please find in this letter information and pricing for a new annual service agreement.
The existing agreement ends on April 30th, 2018.

We highly recommend that the City of Lake Elmo enter into a new Water Distribution / Wastewater Collection SCADA System maintenance agreement with TPC, Inc. The proposed agreement includes preventative and corrective maintenance services*.

Listed below are some important reasons why the agreement will be of benefit to the City of Lake Elmo:

- Reduced hourly service & support rates will apply.
- A guaranteed response time for phone support and “on-site” services that will be negotiated based upon your needs and the requirements of the system. Customers who are not under contract will continue to receive our technical service support; however, the response time is not guaranteed.
- It has been proven that SCADA systems that are properly maintained operate more efficiently with much less downtime and potential associated overtime expense.
- Systems that are routinely maintained typically last longer than systems without preventative maintenance services.

TPC's maintenance agreement includes three major service components:

- The first of these components is the provision for a complete “on-site” system check out. We recommend that this preventative maintenance be done a minimum of once a year.
- The second component of our agreement consists of “on-site” corrective maintenance; to repair and/or replace failed hardware components or to troubleshoot and rectify system operational or data communication issues.
- The third component is the provision for an estimated number of TPC service engineer “phone support” hours.

The following services are typically provided as part of a complete “on-site” system check out:

- Check each sites PLC processor for proper running condition.
- Verify each digital input and digital output.
- Verify the calibration of each analog input and recalibrate if necessary.
- Check all PLC power supplies for proper voltages and replace if necessary.

- Examine all local hardware (i.e. switches, displays, lights, relays, etc.) to verify their proper operating condition.
- Check all local D.C. power supplies; to verify output voltages and replace if necessary.
- Check each Uninterruptible Power Supply (UPS) to verify proper operation and the status of the battery in each unit. Replace as necessary.
- Verify and tighten all terminals so there are no loose wire connections.
- Verify proper RF communication at all SCADA system equipment locations.
- Verify the proper operation of the HMI software programs and provide the City with recommended HMI package updates when they become available.
- Run tests on the SCADA system printer(s); verify proper communications with the PC.
- Check all spare parts, verify proper working condition, and replace bad parts.
- Retrain all existing personnel and train new City personnel who interface with the SCADA system as needed.

TPC is fully aware of and acknowledges the City's economic constraints. For this reason, we stress the importance in considering the short and long-term savings that can be realized by having this annual service agreement in place.

Based upon the number of TPC service tech hours incurred during the initial existing agreement, this new City of Lake Elmo Water Distribution / Wastewater Collection SCADA System – Annual Service Agreement Contract includes a maximum of one-hundred forty-five (145) hours of TPC technical Service Engineer's time per year for "on-site" service, telephone support and the yearly system preventative maintenance check. The existing agreement was based upon a maximum of seventy-five (75) hours annually.

TPC's monthly charge for this continued service will be \$979; resulting in a total annual amount of \$11,748.

TPC, Inc. is willing to extend this annual contract rate for an additional year; if that is part of the signed agreement now.

Replacement parts are not included in this service agreement.

We appreciate the opportunity to present this proposal to the City of Lake Elmo Public Works Department.

Following your review, please let us know if you have any questions or concerns.

Sincerely,

David Gardeen

Vice President – Environmental Sales

*Preventive maintenance, as the term is used herein, has the following meanings:

1. The care and servicing by personnel for the purpose of maintaining the SCADA system hardware & software in satisfactory operating condition by providing for systematic inspection, detection, and correction of incipient failures either before they occur or before they develop into major defects.
2. Maintenance, including tests, measurements, adjustments, and parts replacement, performed specifically to prevent faults from occurring.

The primary goal of this maintenance is to avoid or mitigate the consequences of equipment failure. This may be by preventing the failure before it occurs; which Planned Maintenance and Condition Based Maintenance help to achieve. It is designed to preserve and restore equipment reliability by replacing worn components before they fail. Preventive maintenance activities include partial or complete overhauls at specified periods. In addition, our service engineers can record equipment deterioration, so they know to replace or repair worn parts before they cause system failure. The ideal preventive maintenance program would prevent all equipment failure before it occurs.

In summary:

- Preventive maintenance is conducted to keep the SCADA system equipment working and to extend the life of the equipment.
- Corrective maintenance, sometimes called "repair", is conducted to get the SCADA system equipment working again.

**Proposal for TPC, Inc. to provide the
City of Lake Elmo, MN Public Works Department
an Annual Service Agreement for the
Water Distribution / Wastewater Collection
Supervisory Control And Data Acquisition (SCADA) System**

Accepted by:

The proposal and terms & conditions herein are acknowledged and accepted:

Name/Title

Date

Authorized Signature

Purchase Order No.

_____ **Please put a check mark here if you want this to be a two-year Service Agreement
(in lieu of a one-year agreement).**

Cc: Mr. Ryan Stempski, P.E. – Focus Engineering, Inc.
Mr. Brad Winkels – TPC Sales Engineer
Mr. Jim Danko – TPC Technical Services Manager

Terms and Conditions

ACCEPTANCE: This proposal is an invitation for an offer and will become a binding contract when accepted.

LIMITATION OF PROPOSAL: The prices and terms quoted in this proposal are subject to acceptance by the Purchaser within a period of (30) calendar days from the date herein.

EXCLUSIONS: This proposal is based solely and completely on specifications submitted to Telemetry and Process Controls, Inc. (TPC) at the time of the writing of the proposal. General plans and specification not actually submitted shall not apply. This proposal, together with all annexed specifications, when accepted, shall be the complete agreement between the parties; and any alternations or unusual and undisclosed conditions or deviations from the above specifications involving extra costs shall be agreed upon in writing by both parties and shall become an additional charge over and above the proposal price set forth herein. Delays or impossibility of performance by TPC because of strikes, accidents, or other reasons beyond the control of TPC shall relieve us from all liability herein.

TERMS OF PAYMENT: Terms are Net 30 days, based on rated credit. Otherwise, alternate arrangements must be made. These terms and conditions have control over any terms presented by Buyer, through a purchase order or otherwise.

We reserve the right to cancel the contract or cease work if payments thereon are not received when due. 1.5% per month shall be charged on all unpaid balances.

TAXES: The Purchaser shall pay any local, state or federal sales, excise or use tax imposed on the equipment in addition to the prices quoted.

WARRANTY LIMITATION: There are no warranties that extend beyond the warranties herein after expressed.

WARRANTIES: All work shall be done in a workmanlike manner according to standard practices. We warrant performance against defects in materials and workmanship for a period of twelve (12) months from the date of shipment from TPC. We agree to pass on to the Purchaser such warranties, if any, as may be extended by the manufacturer for material supplied. Labor for replacing defective materials shall not be provided by us unless it is specifically spelled out in the proposal. We shall not be responsible for materials damaged, lost or stolen after delivery, through no fault of ours, or for failure to deliver and perform because of reasons beyond our control.

EXCLUSIVE REMEDIES: Remedies are limited to the repair or replacement at FOB point of delivery. Consequential damages are excluded. In no event shall TPC be responsible for consequential damages of any such defective material or workmanship including, but not limited to, the Purchaser's loss of material or profits, increased expenses of operation, downtime or reconstruction of the work, and in no event, shall TPC's obligation under this warranty exceed the original contract price of the defective item. It is agreed that any action for breach of express or implied warranty shall be initiated within fifteen (15) months from the date of shipment by TPC and only those defects that are documented to have occurred within twelve (12) months from the date of the equipment's start-up and acceptance or (15) fifteen months from the date of TPC's shipment will be covered by the warranty.

DISCLAIMER: TPC will not be responsible for damage to equipment or materials through improper installation, storage, improper services, or through attempts to operate it more than its rated capacity or recommended use, intentional or otherwise, by parties other than TPC or its authorized representatives.

CONDITIONS OF SALE: Prices quoted are those now in effect.

LIMITATIONS OF LIABILITY

A. Neither Seller nor its suppliers of any tier will be liable to Purchaser, whether in contract, in tort (including negligence and strict liability), under any warranty or otherwise, for any special, indirect, incidental, or consequential loss or damage whatsoever, or for loss of or to the plant, loss of use of equipment or power system, cost of capital, loss of profits or revenue or the loss of use thereof, cost of environmental damage or clean-up, or claims of customers of Purchaser. The remedies set forth herein are exclusive, and the total cumulative liability of seller and its suppliers under any purchase order or any act or omission in connection therewith or related thereto, whether in contract, in tort (including negligence and strict liability), under any warranty, or otherwise, will be limited to the price of the contract.

B. The provisions of this Article shall survive termination, cancellation or expiration of the purchase order and shall apply, notwithstanding any other provisions of this Agreement or any related document thereto, to the fullest extent permitted by law. Prior to the transfer of any equipment or material furnished or for which work is furnished hereunder from the project site (except temporarily for repair work or permanently for disposal), or the transfer of any interest therein or in the plant, Purchaser shall obtain for Seller written assurances from the transferee of limitation of and protection against liability following the proposed transfer at least equivalent to that afforded seller and its suppliers under the purchase order.



STAFF REPORT

DATE: May 1, 2018

REGULAR

ITEM #: 7

MOTION

TO: City Council
FROM: Ben Prchal, City Planner
AGENDA ITEM: Sign for Sally Manzara Nature Center
REVIEWED BY: Emily Becker, Planning Director

BACKGROUND:

Representatives of the Sally Manzara Nature Center reached out to City staff inquiring about adding signage for their nature center. Staff recommend adding a third bar to the current entrance sign for Sunfish instead of installing a new sign. Staff was able to find the manufacturer of the original signs and put the two in touch to create a rendering for review. There were a few factors that played into this recommendation. Staff took into considered that the organization has limited funding and this option would be less costly than erecting a new sign, this also eliminates having multiple signs, and it would maintain constancy.

PROPOSAL:

The nature center is requesting permission from the City to allow them to purchase a separate bar of their own to add to the current Sunfish Lake Park sign. Does the City Council have an issue or further comment related to this proposal?

FISCAL IMPACT:

There is not expected to be a fiscal impact to the City.

STAFF AND PARKS COMMISSION RECOMMENDATION:

Staff feels that it would be appropriate to allow the addition of a third bar to the current Sun Fish Lake sign as it is an added amenity to the park and this will maintain consistency for signage. The Parks Commission has reviewed the graphic and was in support of the addition. There was also the mention of moving the Nature Center to the top and putting the park hours on the bottom. Staff is recommending approval as shown in the included rendering.

“Motion to approve purchase and installment of the sign as it has been presented by the Sally Manzara Nature Center”

OPTIONS:

- 1) Recommend approval of the additional bar.
- 2) Recommend denial of the additional bar.

ATTACHMENTS:

- Graphic of proposed sign.

15-1/2"

96"

Sally Manzara Interpretive Nature Center



1-1/4" THICK SANDBLASTED EXTIRA PANEL
PAINTED MP 33030 GREY SATIN FINISH (PANTONE 7540)
BRACKETS ON EACH END TO ATTACH TO EXISTING POSTS.

1
1

PROPOSED: NEW SANDBLASTED EXTIRA PANEL FOR EXISTING SIGN.

SCALE: 1/2" = 1' - 0"

PROJECT	SALES: JC DESIGN:MW	SIGN TYPE
CITY OF LAKE ELMO	DATE: 03.07.18 REV: 04.09.18 REV:	SANDBLASTED EXTIRA PANEL FOR EXISTING SIGN

PAGE: 1



STAFF REPORT

DATE: May 1, 2018

CONSENT

ITEM #: 7

AGENDA ITEM: Manning Avenue North (CSAH15) and Stillwater Way Traffic Signal – Resolution Approving Cooperative Maintenance Agreement

SUBMITTED BY: Jack Griffin, City Engineer

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

ISSUE BEFORE COUNCIL: Should the City Council approve the Cooperative Maintenance Agreement with Washington County for the Manning Avenue North (CSAH15) and Stillwater Way Traffic Signal Improvements?

BACKGROUND, PROPOSAL DETAILS/ANALYSIS: As part of Washington County's Capital Improvement Program, the County intends to reconstruct and realign County State Aid Highway 15 (Manning Avenue) and County State Aid Highway 14 (Stillwater Boulevard) located in the City of Lake Elmo and Baytown Township, including the installation of a new steel-pole traffic signal at the intersection of Manning Avenue North (CSAH 15) and Stillwater Way North. The purpose for the Cooperative Maintenance Agreement is to outline the respective ownership and maintenance responsibilities for the intersection improvements which includes one leg of a City owned street. The agreement is a three-party agreement between Washington County, Lake Elmo and Baytown Township.

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

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

FISCAL IMPACT: Ongoing traffic signal and street light operational electrical service costs.

RECOMMENDATION: Staff is recommending that the City Council approve, *as part of the consent agenda*, the Cooperative Maintenance Agreement with Washington County for the Manning Avenue North (CSAH15) and Stillwater Way Traffic Signal Improvements. If removed from the consent agenda, the recommended motion for the action is as follows:

“Move to approve Resolution No. 2018-046 approving Cooperative Maintenance Agreement 11696 for the Manning Avenue North (CSAH15) and Stillwater Way Traffic Signal Improvements.”

ATTACHMENTS:

1. Resolution Approving Cooperative Maintenance Agreement 11696.
2. Cooperative Maintenance Agreement 11696.

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

**RESOLUTION NO. 2018-046
A RESOLUTION APPROVING COOPERATIVE MAINTENANCE
AGREEMENT WITH WASHINGTON COUNTY FOR STATE AID
HIGHWAY 15 (CSAH15) & STILLWATER WAY**

WHEREAS, it has been determined to install a new steel-pole traffic signal at the intersection of CSAH 15 (Stillwater Boulevard) with Stillwater Way North in conjunction with a planned roadway construction project, and;

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

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

NOW, THEREFORE, BE IT RESOLVED,

1. That Cooperative Maintenance Agreement 11696 between the City of Lake Elmo and Washington County is hereby approved and the Mayor and City Administrator are hereby authorized to execute the agreement on behalf of the City of Lake Elmo.

ADOPTED BY THE LAKE ELMO CITY COUNCIL ON THE FIRST DAY OF MAY 2018.

CITY OF LAKE ELMO

By: _____
Mike Pearson
Mayor

(Seal)
ATTEST:

Julie Johnson
City Clerk

**COOPERATIVE AGREEMENT BETWEEN
THE TOWNSHIP OF BAYTOWN, THE CITY OF LAKE ELMO,
AND THE COUNTY OF WASHINGTON
FOR MAINTENANCE OF THE TRAFFIC SIGNAL SYSTEM
AT THE INTERSECTION OF COUNTY STATE AID
HIGHWAY (CSAH) 15 (STILLWATER BOULEVARD)
AND STILLWATER WAY NORTH**

WASHINGTON COUNTY	
CONTRACT NO.	11696
DEPT.	PUBLIC WORKS
DIVISION	TRANSPORTATION
TERM	SIGNATURE-PERPETUAL

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

WITNESSETH:

WHEREAS, it has been determined to install a new steel-pole traffic signal at the intersection of CSAH 15 (Stillwater Boulevard) with Stillwater Way North in conjunction with a planned roadway construction project, and;

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

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

NOW THEREFORE, IT IS HEREBY MUTUALLY AGREED AS FOLLOWS:

A. PURPOSE

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

B. MAINTENANCE RESPONSIBILITIES

1. This agreement and all of its provisions shall apply only to the traffic control signal system located on CSAH 15 (Stillwater Boulevard) at Stillwater Way North, said intersection being located approximately 1350 feet north of, and 60 feet east of, the southeast corner of Section 12 of Township 29 North, Range 21 West, as shown in Exhibit B as Signal System B.
2. The County shall own 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 sections.
3. The City shall, at its sole cost and expense, pay all monthly electrical service expenses necessary to operate the traffic control signal system including all monthly electrical service expenses to operate the cabinet and control equipment and integral streetlights, and including the cost of ongoing electrical service expenses after the initial service connection expenditures are made by the County. The County shall receive and pay the electrical service invoices as received from the electric utility provider, and shall in turn invoice the City for all such costs on a yearly basis. The City shall pay all such invoices to the County within 30 days.

4. The County shall, at the sole cost and expense of the City, maintain and keep in repair the integral luminaires (overhead street lights) and all their components, including replacement of the existing luminaires if necessary, and shall maintain and keep in repair the electrical connection to the luminaire heads.
5. The County considers paint to be an aesthetic component of the traffic signal system. Therefore, if the Township and City mutually desire to paint the system, the Township or City shall, at its sole cost and expense, clean and paint the traffic control signal system and integral streetlights an agreed-upon color at the sole cost and expense of the Township or City, having first obtained a permit from the County which may place conditions on activities within the right-of-way. Alternatively, the Township or City may, at their discretion, request in writing that the County paint the traffic control signal system and integral streetlights at the sole cost and expense of the Township or City.
6. The County shall, at its sole cost and expense, be responsible for identification and location of the underground components of the traffic control signal system as required by the Gopher State One Call system.
7. In the event that the County receives an access permit application for construction of an eastern vehicular leg at this intersection, the County will not approve such a permit without a cooperative effort between the City, County, and Township to facilitate changes to electrical and maintenance responsibilities covered under this agreement.
8. The Township or the City shall not revise by addition or deletion, nor alter or adjust any component, part, sequence, or timing of the aforesaid traffic control signal system or EVP system; however nothing herein shall be construed as restraint of prompt, prudent action by properly constituted authorities in situations where part of such traffic control signal system may be directly involved in an emergency.
9. The EVP system provided for in this agreement shall be installed, operated, maintained, upgraded, or removed in accordance with the following conditions and requirements:
 - a. Emitter units may be installed and used only on vehicles responding to an emergency as defined in Minnesota Statutes Sections 169.011, subd. 3 and 169.03. The Township and City will, provide the County Engineer or his duly appointed representative a list of all such vehicles with emitter units upon request.
 - b. Malfunctions of the EVP system shall be reported to the County immediately.
 - c. Only in the event said EVP system or components are, in the opinion of the County, being misused or the terms set forth herein are violated, and such misuse or violation continues after receipt by the Township or City of written notice thereof from the County, the County may remove, modify, restrict, or deactivate the EVP system. Upon removal of the EVP system pursuant to this paragraph, the field wiring, cabinet wiring, detector receivers, infrared detector heads, and indicator lamps and all other components shall become the property of the County.
 - d. All timing of said EVP system shall be determined by the County.

C. CIVIL RIGHTS AND NON-DISCRIMINATION

The provisions of Minn. Stat. 181.59 and of any applicable ordinance relating to civil rights and discrimination shall be considered part of this Agreement as if fully set 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 Township or the City and that any and all claims that may or might arise under the Worker's Compensation Act of the State of Minnesota on behalf of said employees while so engaged and any and all claims made by any third parties as a consequence of any act or omission on the part of said County employees while so engaged on any of the construction and/or construction engineering work or services to be rendered herein shall in no way be the obligation or responsibility of the Township or the City.

E. INDEMNIFICATION

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

F. CONDITIONS

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

G. DATA PRIVACY

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

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

WASHINGTON COUNTY

Chair Date
Board of Commissioners

Molly O'Rourke Date
County Administrator

Approved as to form:

Assistant County Attorney Date

CITY OF LAKE ELMO

Mayor Date

City Administrator Date

Approved as to form:

City Attorney Date

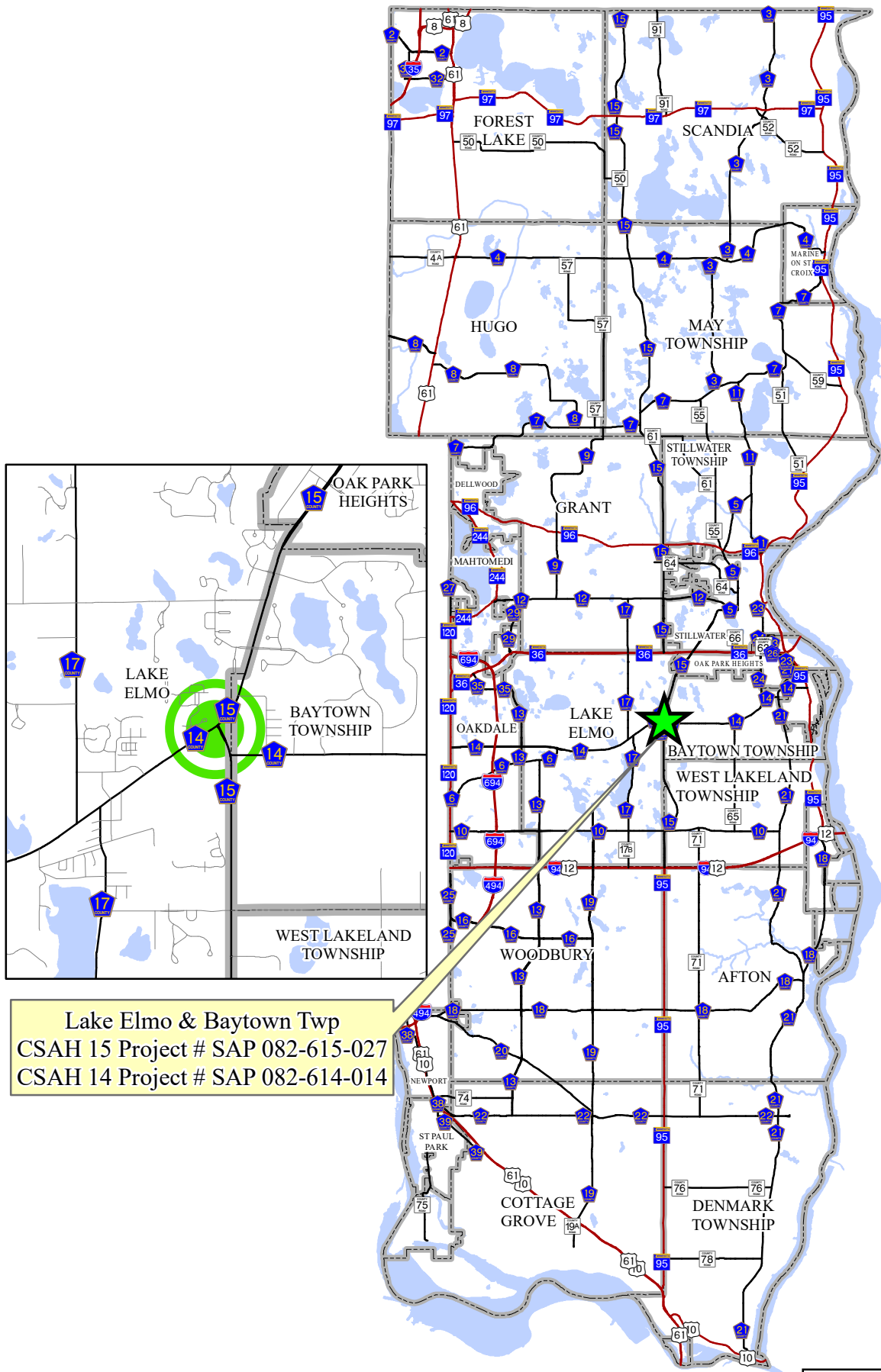
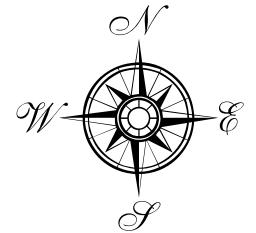
TOWNSHIP OF BAYTOWN

Chair Date

Clerk Date

Approved as to form:

Township Attorney Date

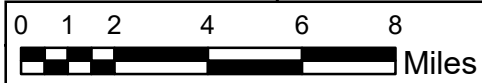


Lake Elmo & Baytown Twp
CSAH 15 Project # SAP 082-615-027
CSAH 14 Project # SAP 082-614-014

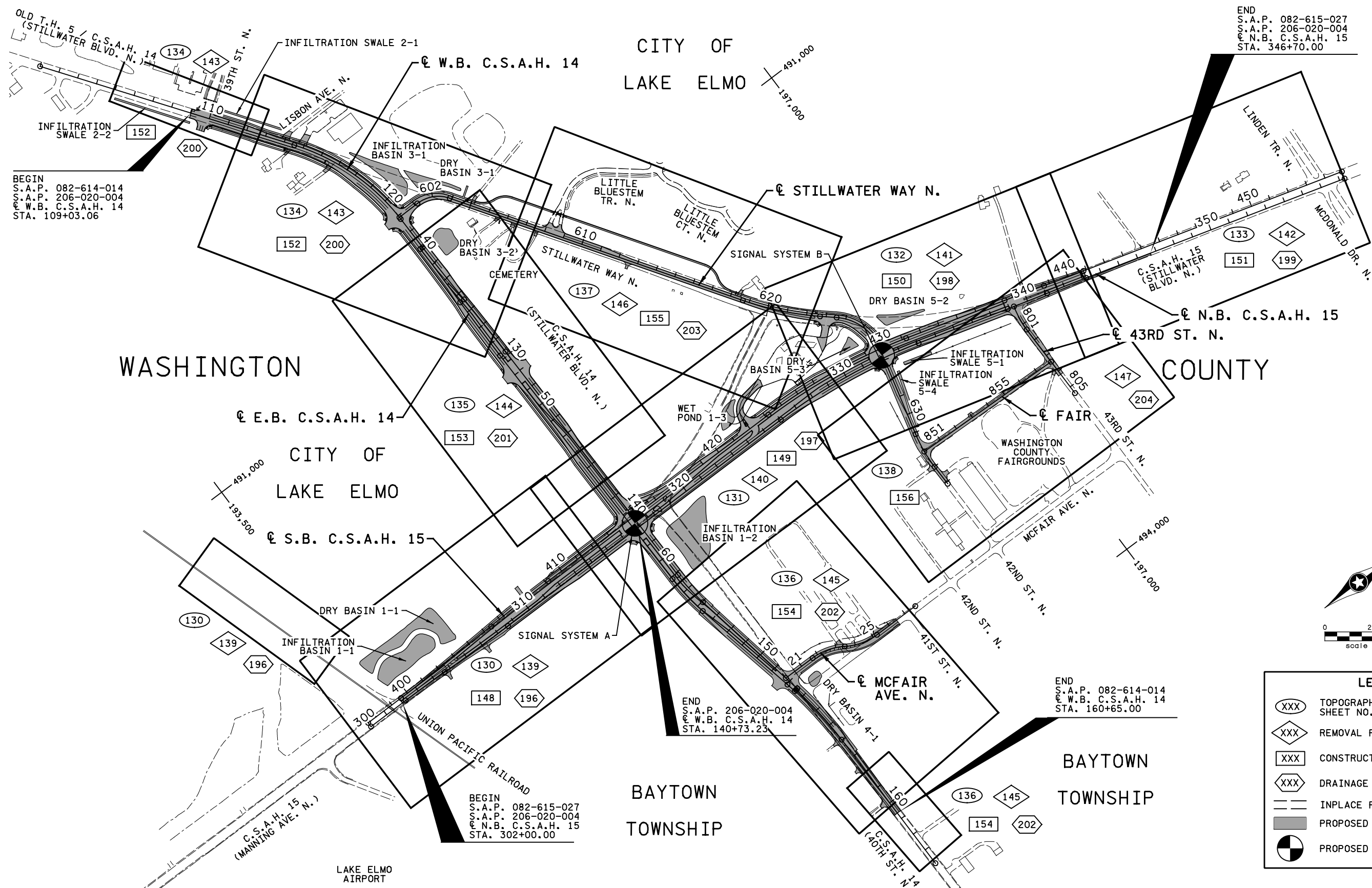
Road Classification

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

Scale 1:260,000



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



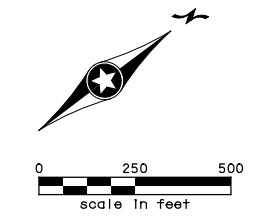
END
S.A.P. 082-615-027
S.A.P. 206-020-004
C.S.A.H. 15
STA. 346+70.00

BEGIN
S.A.P. 082-614-014
S.A.P. 206-020-004
C.S.A.H. 14
STA. 109+03.06

END
S.A.P. 206-020-004
C.S.A.H. 14
STA. 140+73.23

END
S.A.P. 082-614-014
C.S.A.H. 14
STA. 160+65.00

BEGIN
S.A.P. 082-615-027
S.A.P. 206-020-004
C.S.A.H. 15
STA. 302+00.00



LEGEND

XXX

TOPOGRAPHY AND UTILITY PLAN SHEET NO.

XXX

REMOVAL PLAN SHEET NO.

XXX

CONSTRUCTION PLAN SHEET NO.

XXX

DRAINAGE PLAN SHEET NO.

INPLACE ROADWAY

■



PROPOSED CONSTRUCTION

⊙

PROPOSED SIGNAL

Exhibit B

3:57:52 PM
1/12/2016
...\\Plan\Plan_B\8141b_g101.dgn

						I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota. Print Name: BENJAMIN J. HOBERT  Date 2/13/18 License # 51790	STATE AID PROJECT NO. 082-614-014, 082-615-027 & 206-020-004 COUNTY PROJECT NO. 11505	DRAWN BY S. MARTINS DESIGNED BY B. TODD CHECKED BY B. HOBERT COMM. NO. 0148141		ENGINEERS PLANNERS DESIGNERS	WASHINGTON COUNTY GENERAL LAYOUT C.S.A.H. 15 & C.S.A.H. 14 REALIGNMENT	SHEET 2 OF 423						
NO	DATE	BY	CKD	APPR	REVISION													
					...													



STAFF REPORT

DATE: 5/1/2018

REGULAR

ITEM #: 8

TO: City Council

FROM: Rob Weldon, Public Works Director

AGENDA ITEM: Adopt-a-Park Program

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

BACKGROUND: During the August 8, 2017 Parks Commission Meeting direction was given to explore and create and Adopt-a-Park Program for Lake Elmo City Parks. At the February 19, 2018 Parks Commission Meeting it was recommended to City Council to approve the Adopt-a-Park Program.

ISSUE BEFORE COUNCIL: Does the City Council support adoption of the accompanying Adopt-a-Park Program?

PROPOSAL DETAILS/ANALYSIS: An Adopt-a-Park Program would consist of very minor park maintenance focusing on making parks more appealing. Volunteers would perform tasks such as general spring, summer and fall clean-up to remove debris, flower planting, and weeding. All materials needed would be provided by the city and coordinated through Public Works

Adopt-a-Park is a public service program for volunteers who are interested in cleaning up Lake Elmo's City Parks and making them more appealing to users. It is an excellent way for residents and organizations to make a personal contribution to the community.

FISCAL IMPACT: There would be minimal fiscal impact for the cost of Adopt-a-Park signs. This cost will be managed through the Parks General Budget. A volunteer program such as this may potentially save the city money as it could reduce the need for public works staff to carry out minor maintenance activities.

OPTIONS: Recommend approval of Adopt-a-Park Program
Amend and then recommend approval of Adopt-a-Park Program
Deny approval of Adopt-a-Park Program

RECOMMENDATION: *If removed from Consent Agenda*

"Motion to approve City of Lake Elmo Adopt-a-Park Program"



STAFF REPORT

DATE: May 1, 2018
CONSENT #9

AGENDA ITEM: 2019 Budget Schedule

SUBMITTED BY: Kristina Handt, City Administrator

REVIEWED BY: Sue Iverson, Finance Director

BACKGROUND:

Similar to last year, the City Council is asked to accept the proposed 2019 budget key dates for planning purposes.

ISSUE BEFORE COUNCIL:

What should the schedule be for developing the 2019 budget?

PROPOSAL DETAILS/ANALYSIS:

Included in your packet is a proposed schedule. Staff has already begun working on the CIP. The CIP will be brought to committees/commission first then followed by the operating budgets. The finance committee will work on the budgets in June, July and August. Then Council will have a work session to review the proposed budget prior to certifying the maximum levy in September. Last year the council used the November work session to discuss further changes to the proposed budget so staff is including that as an optional meeting again this year. The final budget would be adopted and certified to the County in December.

FISCAL IMPACT:

NA

OPTIONS:

- 1) Approve the proposed schedule
- 2) Amend and then approve a schedule

RECOMMENDATION:

If removed from the consent agenda:

Motion to approve the 2019 Budget Schedule

ATTACHMENTS:

- 2019 Budget Schedule

CITY OF LAKE ELMO
2019 Proposed Budget Calendar

As of 4/23/18

4/23/2018	Draft CIP Package Distributed to Departments
5/11/2018	Proposed CIP listings to Administrator and Finance Director
5/21/2018	Proposed Parks CIP to Parks Commission
5/22/2018	Proposed CIP from MAC and Public Safety
6/19/2018	Proposed 5 year CIP presented to Finance Committee
6/11/2018	Revenue and expense budget detail to Dept heads (actuals through May) for use to project balance of 2018 and 2019 budget
6/18/2018	Detailed 2018/2019 budget worksheets due back to Finance
6/25-6/29	Budget review with Dept. Heads, Administrator & Finance Department
7/9/2018	Departmental changes completed by Finance
7/9 or 10/2018	Proposed Budget to Dept. Supervisors for Final Comments
7/17/2018	Proposed 2019 budgets to FC
8/21/2018	Finance Committee Recommendations on Proposed 2019 Budget
8/28/2018	Council Workshop – Proposed Budget
9/18/2018	Proposed Budget to City Council For Adoption by Resolution & Property Tax Levy
9/28/2018	Proposed Budget (adopted by Resolution) & Proposed Property Tax Levy Certified to the County. Certify Hearing(s) Dates.
11/9/2018	Council Workshop – Proposed Budget (optional)
12/4/2018	Final Budget & Levy determination Public Hearing 7:00PM City Hall
12/18/2018	Final Budget & Levy Determination (if necessary) 7:00PM City Hall
12/31/2018	Final Levy certified to the County & Adopt Final Budget
	CRITICAL DATES



STAFF REPORT

DATE: May 1, 2018

CONSENT

ITEM #: 10

AGENDA ITEM: Approve Revised 2018 Meeting Calendar

SUBMITTED BY: Julie Johnson, City Clerk

BACKGROUND:

Adopting a meeting calendar serves as the official notice for the year of all upcoming meetings; thereby, satisfying legal requirements and increasing transparency to the general public. If approved, the meeting calendar will be posted at City Hall and on the City's website. The 2018 meeting calendar was approved by Council at the 12-19-17 meeting and revised on 1-16-18.

PROPOSAL:

As part of its Consent Agenda, the City Council is respectfully requested to approve the revised 2018 City Meeting Calendar or amend as necessary. Staff is recommending that the Tuesday, August 7, 2018 City Council Meeting be moved to Wednesday, August 8, 2018 as August 7th is National Night Out. Staff also recommends that the May 15, 2018 Parks Commission Meeting be moved to May 21, 2018 and the May 21, 2018 Planning Commission Meeting be moved May 30, 2018.

RECOMMENDATION:

If removed from the Consent Agenda:

“Move to approve the amended 2018 Meeting Calendar.”

FISCAL IMPACT:

None

ATTACHMENTS:

Updated 2018 Meeting Calendar with changes highlighted.



2018 REGULAR MEETING DATES

January 2	City Council	July 3	City Council
January 8	Planning Commission	July 9	Planning Commission
January 9	City Council Workshop	July 10	City Council Workshop
January 16	City Council	July 16	Parks Commission
January 17	Parks Commission	July 17	City Council
January 22	Planning Commission	July 23	Planning Commission
February 7	City Council	August 7	City Council
February 12	Planning Commission	August 8	City Council
February 13	City Council Workshop	August 15	Planning Commission
February 20	City Council	August 20	Parks Commission
February 21	Parks Commission	August 21	City Council
February 26	Planning Commission	August 27	Planning Commission
		August 28	City Council Workshop
March 6	City Council	September 4	City Council
March 12	Planning Commission	September 10	Planning Commission
March 13	City Council Workshop	September 11	City Council Workshop
March 19	Parks Commission	September 17	Parks Commission
March 20	City Council	September 18	City Council
March 26	Planning Commission	September 24	Planning Commission
April 3	City Council	October 2	City Council
April 9	Planning Commission	October 9	City Council Workshop
April 10	City Council Workshop	October 10	Planning Commission
April 16	Parks Commission	October 15	Parks Commission
April 17	City Council	October 16	City Council
April 23	Planning Commission	October 22	Planning Commission
April 25	Board of Appeal and Equalization		
May 1	City Council	November 7	City Council
May 7	Planning Commission	November 13	City Council Workshop
May 8	City Council Workshop	November 14	Planning Commission
May 14	Parks Commission	November 19	Parks Commission
May 15	City Council	November 20	City Council
May 21	Parks Commission	November 26	Planning Commission
May 21	Planning Commission		
May 30	Planning Commission	December 4	City Council
June 4	Planning Commission	December 10	Planning Commission
June 5	City Council	December 11	City Council Workshop
June 11	Parks Commission	December 17	Parks Commission
June 12	City Council Workshop	December 18	City Council
June 18	Planning Commission		
June 19	City Council		

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

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

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

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

All meetings are held in the Council Chambers unless otherwise noted

City Council Meetings are held at 7:00 p.m. & Workshops are held at 6:30 p.m.
Planning Commission Meetings are held at 7:00 p.m.
Parks Commission Meetings are held at 6:30 p.m.
Board of Appeal and Equalization held 5:00 p.m. – 7:00 p.m.
All meetings are held in the Council Chambers unless otherwise noted



STAFF REPORT

DATE: May 1, 2018

REGULAR

ITEM #: 11

MOTION

TO: City Council
FROM: Ben Prchal, City Planner
AGENDA ITEM: Baseball Field Improvements – Demontreville Park
REVIEWED BY: Emily Becker, Planning Director

BACKGROUND:

The 2018 – 2022 Capital Improvement Plan for Demontreville Park states that \$75,000 is reserved to add a new field and to regrading/update the current baseball field while also adding fencing/tipped backstop. Being that the Mahtomedi Baseball Association is the most frequent user of the park, staff had reached out to them for recommendations on dimensions for the new field. After a few conversations they indicated that the park size is too restrictive to effectively put two fields in the park. They further elaborated that if two fields were to be used for games or practice the parking lot would quickly fill up. They have provided drawings and dimensions which have been included into this report.

ISSUE BEFORE THE COUNCIL:

Does City Council have any comments relating to the field configuration for the Demontreville Park Baseball Field Improvements?

- Allow staff to seek bids for the proposed project
- Deny staff to seek bids for the proposed project

PROPOSAL:

Only one field will be located in the park, and it will be moved from the northern corner closer to the parking lot (later in the report staff will not recommend the rotation). This provides easier access for parents to view the game as well as keep an eye on the playground.

Dimensions and Items requested are as follows:

- 90' sport lime field
- Base anchors at 60', 65', and 75'
- Backstop 20' high w/6' overhang
- 8' infield fence extending 100' from home plate
- Optional: 6' fence extending 220' from end of 8' fence and continuing through the outfield

FISCAL IMPACT:

\$75,000 has been reserved for the construction of a new field as well as the addition of fencing.

RECOMMENDATION OF STAFF AND PARKS COMMISSION:

Considering that Mahtomedi Baseball uses the field the most, from a staff perspective, it seems to make sense to build off of their recommendations for the field. The design has multiple “anchors” to extend or shorten the baseline so that multiple age groups can use the field. Public Works also had concerns that if the field were to be rotated as it was initially proposed, there could be an issue with drainage. Staff recommends approval of the proposed improvements to the field in its current location.

Parks Commission:

The Parks Commission has recommended approval of the improvements to the park as proposed by Mahtomedi baseball with the exception of the rotated field. The outcome of voting was 7-0.

“Approve improvements to the Demontreville Park ball field as proposed by Staff and Mahtomedi Baseball Association and allow staff to seek bids for the project.”

OPTIONS:

- 1) Deny approval of the proposed project
- 2) Approve the proposed project and allow staff to seek bids
- 3) Approve the project with amendments

ATTACHMENTS:

- New ball field configuration
- Demontreville Park 2018-2022 CIP



Capital Improvement Plan - 2018 - 2022

2018 *thru* 2022

City of Lake Elmo, Minnesota

Department Parks and Recreation

Contact City Administrator

Type Improvement

Useful Life 25 years

Category Park Improvements

Priority 2 Very Important

Status Active

Total Project Cost: \$75,000

Project # PR-003

Project Name Demontreville Park Improvements

Description

Addition of a field at Demontreville Park

Cost estimates:

2018:

\$75,000 for new field and regrading/updating current babseball field and fencing/tipped backstop

Justification

Feedback from residents during 2013 Park Survey, park commission site visits and Mahtomedi Baseball Association

Expenditures	2018	2019	2020	2021	2022	Total
Construction/Maintenance	75,000					75,000
Total	75,000					75,000

Funding Sources	2018	2019	2020	2021	2022	Total
Park Dedication Fund	75,000					75,000
Total	75,000					75,000

Budget Impact/Other

Mahtomedi Baseball Association has been helping with some maintenance and indicated they would be willing to help with maintainng the additonal field



STAFF REPORT

DATE: May 1, 2018

REGULAR

ITEM #: 12

MOTION

TO: City Council
FROM: Ben Prchal, City Planner
AGENDA ITEM: Tennis Camp
REVIEWED BY: Emily Becker, Planning Director

BACKGROUND:

The City of Lake Elmo has been approached by Alex Krol a member of the Professional Tennis Registry and certified tennis instructor. Alex is also the owner of Minnesota Tennis Camps and has approached the City with the idea of a public/private partnership. After discussing the proposal at the March 19th and April 16th Parks Commission meeting staff was able to incorporate comments into the proposal.

ISSUE BEFORE CITY COUNCIL:

How would City Council like to proceed with allowing the reservation of tennis courts for a tennis camp?

- Allow the camp
- Not allow the camp

PROPOSAL:

The City would allow Alex Krol to host a tennis camp in one or more of the Lake Elmo parks. Some of the more important details of the camp are outlined below.

- The camp would run from 12 – 5 PM
- Be ran out of Pebble Park with Alex having the right to use 2 of the 3 courts from 12 – 5. The possibility to expand into Tablyn may be discussed further if there is a need.
- The City would accept 21% before expenses are accounted for
- Alex must submit to the City background checks for all instructors that will be affiliated with the camp in Lake Elmo
- We would be placed on the Minnesota Tennis Camps insurance policy

The City would allow the tennis camp to have our public courts reserved for specific times during the day throughout the summer. Alex is proposing that the hours of the camp range from 12:00 to 5:00 PM with children 10 and over practicing for 5 hours and children 9 and under practicing for 3 hours. The camp will run Monday through Friday and last for 12 weeks during the summer.

Involvement:

City involvement is intended to be very limited, and advertising by the city would be done through the fresh, City Facebook page, or newsletter if timing allows.

Impact to Users:

The courts would be reserved to facilitate the needs of the camp from the currently proposed hours of 12:00 - 5:00 PM. It is possible that residents would like to use the courts at that time. Though, keep in mind that there are several locations for users to play. Such as Tablyn, Pebble, and Oak Land Park Jr. High. However, the school courts do have a restriction on them. Fortunately staff had a chance to speak with the

Schools Manager of facilities/Site operations and they indicated that residents could not use the courts when school activities were being held. The number of times the school would need the courts during the summer is severely less than during the regular school year. Currently there is a 3m tennis group that will be reserving those courts starting at 5:00 PM for 3 nights a week. As stated before Alex is proposing that it run for 5 days a week.

FISCAL IMPACT:

Beyond legal counsel there have been nor there be a negative financial impact. After communication with the City's insurance provider, they indicate that rates would not change due to the program.

RECOMMENDATION FROM PARKS COMMISSION AND STAFF:

Staff feels that this would be a good opportunity for the City to expand its parks program by providing an opportunity for local youth to be involved in an activity while using Lake Elmo facilities. Staff also does not necessarily see that there is a huge difference between this proposed use and how ball fields are used for youth baseball. Also, the proposed contract would only be established to run for one year (season). This way if there did happen to be issues the City could easily opt out or make the appropriate adjustments.

Staff recommends approval of the presented proposal.

Parks Commission:

The parks commission has recommended approval of the proposal as it has been presented. The outcome of the voting for the plan was 7 – 0. There was also an added amendment to the proposal relating to the intake of funds. The parks commission also voted to recommend that all funds received in relation to the camp would go into the general park dedication fund. This also passed 7-0.

“Motion to approve the contract for a tennis camp as it has been proposed”

OPTIONS:

- 1) Approve proposed for the tennis camp.
- 2) Deny the proposed tennis camp.
- 3) Approve the tennis camp proposal with amendments.

ATTACHMENTS:

- Court Use Agreement

TENNIS COURT USE AGREEMENT

This Tennis Court Use Agreement (the “Agreement”) is made and entered into this ____ day of _____, 2018 (the “Effective Date”), by and between the City of Lake Elmo, a Minnesota municipal corporation (the “City”), and Alexander Krol, a single person, d/b/a Minnesota Tennis Camps (the “Instructor”). The City and the Instructor may be collectively referred to herein as the “Parties”.

RECITALS

WHEREAS, the Instructor is a certified tennis instructor and a member of the Professional Tennis Registry; and

WHEREAS, in order to promote and provide the City’s youth with additional fitness and recreational opportunities, the City wishes to provide the Instructor with the exclusive right to use certain City-owned tennis courts for the purpose of operating a 12-week youth tennis camp (the “Tennis Camp”); and

WHEREAS, the Instructor represents that he has the necessary equipment, skill, and personnel to operate the Tennis Camp; and

WHEREAS, the Parties desire to enter into this Agreement for the purpose of formally memorializing their rights and obligations associated with said Tennis Camp.

NOW, THEREFORE, in consideration of the promises and the mutual obligations of the Parties hereto, each of them does hereby covenant and agree with the other as follows:

AGREEMENT

1.0 CITY RESPONSIBILITIES. The City hereby agrees to provide the Instructor with the exclusive use of two outdoor tennis courts at Pebble Park, located at 8160 Lake Jane Trail (the “Courts”), Monday through Friday between the hours of 12:00 p.m. and 5:00 p.m., for the sole purpose of operating the Tennis Camp. Said use shall be limited to a mutually agreeable 12-week period during the initial term of the Agreement. The City makes no warranties to the Instructor, whether express or implied, as to the suitability of the Courts for the Tennis Camp. The Instructor has inspected the Courts and has determined that the Courts are adequate and acceptable for his intended use.

2.0 INSTRUCTOR RESPONSIBILITIES.

2.1 The Instructor shall be solely responsible for operating the Tennis Camp, including, but not limited to, registering all students, scheduling lessons and other camp activities, and providing and paying for all instructors and tennis equipment.

2.2 The Instructor shall conduct background checks, in a format and manner that meets the satisfaction of the City, on all Tennis Camp instructors or any other person

affiliated with the Tennis Camp that will be physically present during the Tennis Camp. Copies of said background checks shall be provided to the City before said individuals be allowed to provide instruction or otherwise participate in the Tennis Camp.

2.3 The Instructor shall establish a list of camp leaders, at least one of which must be present at all times during the Tennis Camp. The Instructor shall further provide the City with the names and contact information for said camp leaders.

2.4 During the Tennis Camp, the Instructor, or its designated camp leaders, shall report to law enforcement any suspicious activity or unauthorized park use, including both emergency and non-emergency situations.

3.0 COMPENSATION. The Instructor agrees to pay the City 21% of the Tennis Camp's registration fees. The Instructor agrees to pay said amounts to the City within 14 days of the Tennis Camp's registration deadline. The Instructor shall provide the City with information as to the registration fee charged, the number of Tennis Camps offered, and the number of registrants for each camp in order for the City to be able to ensure that it is being paid its share of the Tennis Camp's registration fees.

4.0 DAMAGE TO CITY FACILITIES. Any damage to City-owned facilities, including the Courts, that is caused by the Instructor, his employees or students, shall be solely the responsibility of the Instructor. This section shall not apply to normal wear and tear of the Courts which is understood by the Parties to be a reasonable impact of the Tennis Camp.

5.0 TERM. This Agreement shall commence on the Effective Date and automatically terminate on October 1, 2018, unless terminated earlier in accordance with the provisions of this section. This Agreement may be terminated for any reason by either party upon providing 30 days' written notice to the other party. Additionally, the City may immediately terminate this Agreement, upon written notice to the Instructor, for any breach of any term or condition contained in this Agreement. The Instructor's indemnification obligations shall survive the termination of this Agreement.

6.0 NO EMPLOYEE RELATIONSHIP. Nothing herein is intended or should be construed in any manner as creating or establishing the relationship of co-partners or a joint venture between the Parties or as constituting one of the Parties as an agent, representative or employee of the other for any purpose or in any manner whatsoever. Neither the Instructor, nor any individual hired by the Instructor, shall be considered a temporary or permanent employee of the City for any purpose whatsoever. As such, the Instructor and those hired by the Instructor shall not be entitled to any employee rights or benefits from the City, including, but not limited to, income tax withholding, workers' compensation, unemployment compensation, FICA taxes, employee benefits, or any other right or benefit that a City employee might otherwise be entitled to.

7.0 INSURANCE. During the entire term of this Agreement, the Instructor must maintain workers' compensation insurance (to the extent required by law) and commercial general liability insurance for both bodily injury and property damage with a limit of no less than \$1,000,000 per occurrence and \$2,000,000 aggregate. The Instructor shall provide the City with a current

certificate of liability insurance for all insurance coverage referenced above prior to operating the Tennis Camp. Such certificate of liability insurance shall list the City as an additional insured and contain a statement that such policies of insurance shall not be canceled or amended unless 10 days' written notice is provided to the City.

8.0 INDEMNIFICATION. To the fullest extent permitted by law, the Instructor agrees to protect, defend, save, and hold harmless the City, its officers, agents, and employees from all claims, suits, or actions of any kind, nature, or character, and the costs, disbursements, and expenses of defending the same including, but not limited to, attorneys' fees, professional services, and other technical, administrative, or professional assistance resulting from or arising out of the alleged negligence, breach of contract, or willful misconduct of the Instructor, its subcontractors, agents, or employees related to or arising out of its provision of the Tennis Camp. Nothing herein shall be construed as a limitation on or waiver of any immunities or limitations on liability otherwise available to the City.

9.0 DATA PRACTICES ACT COMPLIANCE. Data provided, produced, or obtained under this Agreement shall be administered in accordance with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. The Instructor will immediately report to the City any requests from third parties for information relating to this Agreement. The Instructor agrees to promptly respond to inquiries from the City concerning data requests. The Instructor agrees to defend and indemnify the City from any claim, liability, damage or loss asserted against the City as a result of the Instructor's failure to comply with the requirements of this paragraph; provided that the Instructor shall have no duty to defend or indemnify where the Instructor has acted in conformance with the City's written directions.

10.0 AUDIT DISCLOSURE. The Instructor must allow the City, or its duly authorized agents, and the state auditor or legislative auditor reasonable access to the Instructor's books, records, documents, and accounting procedures and practices that are pertinent to all services provided under this Agreement for a minimum of six years from the termination of this Agreement.

11.0 COMPLIANCE; EQUAL OPPORTUNITY. During the performance of this Agreement, the Instructor must abide by all applicable laws, statutes, ordinances, rules, and regulations. The Instructor shall not discriminate against any student, employee or applicant for employment because of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, disability, or age.

12.0 NOTICES. Any notices permitted or required by this Agreement shall be deemed given when personally delivered or upon deposit in the United States mail, first class and postage fully prepaid, and addressed to:

The City:	The City of Lake Elmo 3880 Laverne Avenue North Lake Elmo, MN 55042 Attn: City Administrator
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The Instructor:	Minnesota Tennis Camps
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C/O Alexander Krol
6228 Russell Avenue South
Richfield, MN 55423

Or such other address as either party may provide to the other by notice given in accordance with this provision.

13.0 APPLICABLE LAW. The execution, interpretation, and performance of this Agreement will, in all respects, be controlled and governed by the laws of Minnesota.

14.0 ASSIGNMENT. The Instructor may not assign this Agreement without first obtaining the express written consent of the City.

15.0 ENTIRE AGREEMENT; AMENDMENTS. This Agreement constitutes the entire Agreement between the Parties, and no other agreement prior to or contemporaneous with this Agreement shall be effective, except as expressly set forth or incorporated herein. Any purported amendment to this Agreement is not effective unless it is in writing and executed by both Parties.

16.0 WAIVERS. By entering into this Agreement, the City does not waive its entitlement to any immunities under statute or common law. Any waiver by either party of a breach of any provision of this Agreement will not affect, in any respect, the validity of the remainder of this Agreement.

17.0 SEVERABILITY. The provisions of this Agreement are severable. If any portion of this Agreement is, for any reason, held by a court of competent jurisdiction to be contrary to law, such decision will not affect the remaining provisions of the Agreement.

18.0 HEADINGS. The headings contained in this Agreement have been inserted for convenience of reference only and shall in no way define, limit, or affect the scope and intent of this Agreement.

[signature page to follow]

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date and year first written above.

CITY OF LAKE ELMO:

By: _____
Mike Pearson
Its: Mayor

By: _____
Julie Johnson
Its: City Clerk

INSTRUCTOR:

By: _____
Alexander Krol