



*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, June 5, 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. May 15, 2018

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

#### **E. Presentations**

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

2. Approve Payment of Disbursements and Payroll
3. Approve Conditional Job Offers for Part Time Firefighters
4. Accept Resignation of Jeremy Penman as Part Time Firefighter
5. Approve Zip Line at Savona Park
6. Approve Release Warranty Security for Village East Trunk Sewer Improvements
7. Approve Release Warranty Security for Village Preserve 1<sup>st</sup> Addition
8. Approve AE2S Task Order for 2018 Water System Evaluation Update

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

9. Resolution Relating to EDA Taxable Public Project Lease Revenue and Limited Tax Bonds, Series 2018A; transfer of property; and lease purchase agreement
10. Old Village Phase 4 Improvements – Award Contract with Change Order; Adopt Final Assessment Roll
11. Ms4 Program Public Meeting and Approval of Annual Report
12. National Night Out Event at Lions Park
13. 2040 Comprehensive Plan Draft for Adjacent Jurisdictional Review

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

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

#### **J. Adjourn**

**CITY OF LAKE ELMO  
CITY COUNCIL MINUTES  
MAY 15, 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, Jill Lundgren and Christine Nelson **ABSENT:** Councilmember Julie Fliflet

Staff present: Administrator Handt, City Attorney Sonsalla, Finance Consultant Swanson, Assistant Administrator Foster, City Engineer Griffin, Planning Director Becker, City Planner Prchal and City Clerk Johnson.

**APPROVAL OF AGENDA**

*Councilmember Bloyer, seconded by Councilmember Lundgren, moved TO APPROVE THE AGENDA AS PRESENTED. Motion passed 4 – 0.*

**ACCEPT MINUTES**

Minutes of the May 1, 2018 Regular Meeting were accepted as presented.

**PUBLIC COMMENTS/INQUIRIES**

None

**PRESENTATIONS**

None

**CONSENT AGENDA**

2. Approve Payment of Disbursements and Payroll
3. Accept Building Department April 2018 Report
4. Accept Fire Department April 2018 Report
5. Accept Public Works April 2018 Report
6. Accept 1st Quarter Financials
7. Approve Assessing Services Agreement with Washington County
8. Approve Summer Newsletter
9. Approve Lease with Roccos Pizza for Space in Brookfield Building
10. Approve 2018 Seal Coat Project West Lakeland & Denmark Township Joint Services Agreement.
11. Accept Bids and Award Contract for 2018 Seal Coat Project – *Resolution 2018-048*

12. Accept Improvements and Approve Security Reduction –Easton Village 1st Addition.
13. Approve County Cooperative Agreement Payment No. 3 for CSAH15/50th Street Traffic Signal
14. Approve Royal Golf Security Reduction
15. Accept Resignation of Firefighter Paul Jorgenson

***Councilmember Bloyer, seconded by Councilmember Nelson, moved TO APPROVE THE CONSENT AGENDA AS PRESENTED. Motion passed 4 - 0.***

**ITEM 16: Old Village Phase 4 Street & Utility Improvements –Public Improvement and Final Assessment Hearing**

City Engineer Griffin presented the scope of the proposed improvements, project schedule, proposed assessment amounts and park/trail improvements.

***Councilmember Bloyer, seconded by Councilmember Lundgren, moved TO OPEN THE PUBLIC HEARING ON PUBLIC IMPROVEMENT AND FINAL ASSESSMENTS. Motion passed 4 – 0.***

Susan Prokosh, 11240 32<sup>nd</sup> Street North, inquired about the number of SAC units assigned to her duplex at 11223 32<sup>nd</sup> Street North.

John Schiltz, Lake Elmo Inn Event Center, 3712 Layton Avenue North, commented on reduction of parking at the Event Center and questioned the increase in value the project would bring to his property.

***Councilmember Bloyer, seconded by Councilmember Nelson, moved TO CLOSE THE PUBLIC HEARING. Motion passed 4 – 0.***

***Councilmember Bloyer, seconded by Councilmember Nelson, moved TO ADOPT RESOLUTION 2018-049 ORDERING THE IMPROVEMENTS FOR THE OLD VILLAGE PHASE 4 STREET, DRAINAGE AND UTILITY IMPROVEMENTS.***

***Councilmember Lundgren, seconded by Councilmember Bloyer, moved TO AMEND THE PRIMARY MOTION TO DIRECT STAFF TO REVISE THE PROJECT PLAN TO INCLUDE RIGHT ANGLE PARKING ON LAYTON AVENUE AT THE LAKE ELMO EVENT CENTER. Motion failed 0 – 4.***

**Primary motion passed 4 – 0.**

***Councilmember Bloyer, seconded by Councilmember Nelson, moved TO ADOPT RESOLUTION 2018-050 ADOPTIONG THE FINAL ASSESSMENT ROLL FOR THE OLD VILLAGE PHASE 4 STREET, DRAINAGE AND UTILITY IMPROVEMENTS.***

Discussion held concerning potential alterations to the project plan.

***Councilmember Bloyer, seconded by Mayor Pearson, moved TO TABLE THE CURRENT MOTION TO THE JUNE 5, 2018 MEETING. Motion passed 4 – 0.***

**ITEM 17: Old Village Phase 4 Street & Utility Improvements – Accept Bids and Award Contract**

City Engineer Griffin provided an overview of the bids received for the project. Discussion was held concerning the parking on Layton Avenue at the Lake Elmo Inn Event Center and potentially altering the project to exclude two properties on Layton Avenue.

***Councilmember Bloyer, seconded by Councilmember Nelson, moved TO TABLE ACCEPTANCE OF BIDS TO THE NEXT COUNCIL MEETING. Motion passed 4 – 0.***

**ITEM 18: 2018 Street Improvements – Accept Bids and Award Contract**

City Engineer Griffin reviewed the bids received and project breakdown.

***Councilmember Bloyer, seconded by Councilmember Lundgren, moved TO ADOPT RESOLUTION 2018-051 ACCEPTING BIDS AND AWARDDING A CONTRACT TO VALLEY PAVING, INC. IN THE AMOUNT OF \$1,043,136.70 FOR THE 2018 STREET IMPROVEMENTS; AND TO AUTHORIZE THE CITY ADMINISTRATOR TO ENTER INTO A MATERIAL TESTING CONTRACT IN THE NOT TO EXCEED AMOUNT OF \$20,000. Motion passed 4 – 0.***

**ITEM 19: Updated Purchasing Policy**

Finance Consultant Swanson presented the updated Purchasing Policy prepared by staff and the Finance Committee.

***Mayor Pearson, seconded by Councilmember Bloyer, moved TO APPROVE THE REVISED PURCHASING POLICY DATED MAY 15, 2018 WITH THE DELETION OF THE PERCENTAGE LIMIT IN THE CHANGE ORDERS SECTION. Motion passed 3 – 0 – 1. (Lundgren – present)***



**ITEM 20: 9369 Jane Road Variance**

City Planner Prchal reviewed the request for a variance to allow construction of an addition to the home for a side loading garage, reconfiguration of the driveway and a deck on the rear of the home. Prchal also reviewed findings and conditions for approval.

***Councilmember Bloyer, seconded by Councilmember Nelson, moved TO ADOPT RESOLUTION 2018-052 APPROVING THE REQUEST FOR SHORELAND VARIANCES FROM THE MINIMUM STRUCTURE SETBACK FROM THE ORDINARY HIGH WATER LEVEL, SIDE YARD SETBACK, FRONT YARD SETBACK AND MAXIMUM IMPERVIOUS SURFACE STANDARDS, SUBJECT TO CONDITIONS OF APPROVAL 1, 2, 3, 4, AND 5 IDENTIFIED BY STAFF. Motion passed 4 – 0.***

**ITEM 21: Golf Cart Ordinance**

City Planner Prchal presented a proposed ordinance to allow operation of golf carts on public streets within the City and reviewed comments from the Public Safety Committee.

***Mayor Pearson, seconded by Councilmember Bloyer, moved TO ADOPT ORDINANCE 08-209 ADDING NEW LANGUAGE AS IT APPLIES TO THE ALLOWANCE OF GOLF CARTS ON CITY STREETS IN THE GCC ZONING DISTRICT WITHIN THE CITY OF LAKE ELMO.***

***Councilmember Bloyer, seconded by Councilmember Lundgren, moved TO AMEND ORDINANCE 08-209 TO STRIKE PARAGRAPH D1. Motion passed 4 – 0.***

***Councilmember Bloyer, seconded by Councilmember Lundgren, moved TO AMEND ORDINANCE 08-209 TO STRIKE PARAGRAPH G3. Motion passed 3 – 1. (Pearson – nay)***

***Councilmember Bloyer, seconded by Councilmember Lundgren, moved TO AMEND ORDINANCE 08-209 TO STRIKE PARAGRAPHS G8 AND G9. Motion passed 4 – 0.***

***Mayor Pearson, seconded by Councilmember Bloyer, moved TO TABLE AGENDA ITEM 21. Motion passed 4 – 0.***

Robert Weyer, 4259 Ivy Ct., commented in support of the use of golf carts on City streets.

Scott Richie, 8720 42<sup>nd</sup> St. N., commented that he has been using his golf cart on City streets and would like to be able to continue that use.

Jean Olinger, 9057 Lake Jane Tr., stated that she and family members have been using golf carts for years and they are a great convenience.

***Councilmember Bloyer, seconded by Councilmember Nelson, moved TO PULL AGENDA ITEM 21 OFF THE TABLE. Motion passed 4 – 0.***

***Councilmember Bloyer, seconded by Councilmember Lundgren, moved TO DIRECT STAFF TO REWRITE SECTION I TO ALLOW GOLF CARTS ON LOCAL STREETS WITH A SPEED LIMIT OF 30 MPH OR LESS CITYWIDE IN LAKE ELMO. Motion passed 4 – 0.***

**Primary motion passed 4 – 0.**

***Mayor Pearson, seconded by Councilmember Nelson, moved TO ADOPT ORDINANCE 08-210 AMENDING THE CITY'S FEE SCHEDULE TO ADD A GOLF CART PERMIT FEE. Motion passed 4 – 0.***

***Mayor Pearson, seconded by Councilmember Nelson, moved TO ADOPT RESOLUTION 2018-053 AUTHORIZING SUMMARY PUBLICATION OF ORDINANCE 08-209 AND ORDINANCE 08-210. Motion passed 4 – 0.***

**ITEM 22: 2040 Comprehensive Plan Extension Request**

Planning Director Becker explained the need for an extension of time from the Metropolitan Council for submission of the City's 2040 Comprehensive Plan.

***Councilmember Nelson, seconded by Councilmember Bloyer, moved TO ADOPT RESOLUTION 2018-054 REQUESTING ADDITIONAL TIME WITHIN WHICH TO COMPLETE THE COMPREHENSIVE PLAN DECENNIAL REVIEW OBLIGATIONS. Motion passed 3 – 1. (Lundgren – nay)***

**ITEM 23: Accessory Structure Ordinance Update**

Planning Director Becker reviewed proposed updates to the accessory structure ordinance that would exempt ground mount solar energy systems.

***Councilmember Bloyer, seconded by Councilmember Nelson, moved TO ADOPT ORDINANCE 08-210 APPROVING AMENDMENTS TO THE ACCESSORY STRUCTURE ORDINANCE EXEMPTING SOLAR ENERGY SYSTEMS AND STORAGE OR TOOL***

***SHEDS FROM THE SIZE AND NUMBER REQUIREMENTS IN RESIDENTIAL DISTRICTS AND SPECIFYING THE DEFINITION OF AND ALLOWANCES FOR AGRICULTURAL BUILDINGS. Motion passed 4 – 0.***

***Councilmember Bloyer, seconded by Mayor Pearson, moved TO ADOPT RESOLUTION 2018-055 AUTHORIZING SUMMARY PUBLICATION OF ORDINANCE 08-210. Motion passed 4 – 0.***

**ITEM 24: Easton Village 4<sup>th</sup> Addition Final Plat**

Planning Director Becker reviewed the proposed final plat for Easton Village 4<sup>th</sup> Addition and the recommended conditions of approval.

***Councilmember Bloyer, seconded by Councilmember Lundgren, moved TO ADOPT RESOLUTION 2018-056 APPROVING THE EASTON VILLAGE 4<sup>TH</sup> ADDITION FINAL PLAT WITH 10 CONDITIONS OF APPROVAL. Motion passed 4 – 0.***

**ITEM 25: Easton Village 4<sup>th</sup> Addition Development Agreement**

Planning Director Becker provided a brief overview of the proposed Development Agreement for Easton Village 4<sup>th</sup> Addition.

***Councilmember Bloyer, seconded by Councilmember Lundgren, moved TO ADOPT RESOLUTION 2018-057 APPROVING THE DEVELOPMENT AGREEMENT FOR EASTON VILLAGE 4<sup>TH</sup> ADDITION FINAL PLAT. Motion passed 4 – 0.***

**COUNCIL REPORTS**

**Mayor Pearson:** Attended Hagberg's grand re-opening.

**Councilmember Nelson:** Attended Hagberg's grand re-opening and announced grand opening of the Sally Manzara Nature Center on June 2<sup>nd</sup> from 10:00 a.m. to 2:00 p.m.

**Councilmember Lundgren:** Attended the Fire Relief meeting.

**Councilmember Bloyer:** No report

**STAFF REPORTS AND ANNOUNCEMENTS**

**Administrator Handt:** Beginning work on the 2019 budget, meeting with stage agencies regarding water issues and noted that Brian Swanson would be leaving employment with the City's Finance Department soon.

**LAKE ELMO CITY COUNCIL MINUTES**  
**MAY 15, 2018**

**City Attorney Sonsalla:** Working on Easton Village 4<sup>th</sup> Addition document review and Royal Golf 2<sup>nd</sup> Addition document review.

**Planning Director Becker:** Noted second public hearing for the 2040 comp plan will be held during the Planning Commission meeting on May 30<sup>th</sup>.

**City Engineer Griffin:** Reported that Washington County will be working on pavement re-marking at the roundabout at Jamaca Ave.

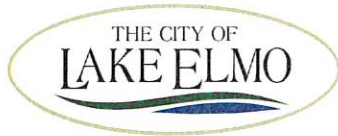
Meeting adjourned at 9:18 p.m.

**LAKE ELMO CITY COUNCIL**

ATTEST:

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

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



## **STAFF REPORT**

DATE: June 05, 2018  
CONSENT

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

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### **BACKGROUND INFORMATION/STAFF REPORT:**

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

### **FISCAL IMPACT:**

Claim #	Amount	Description
ACH	\$ 64,072.29	Payroll 05/24/18
47337 – 47513	\$ 979,155.21	Accounts Payable 06/05/18
<b>TOTAL</b>	<b>\$ 1,043,227.50</b>	

### **RECOMMENDATION:**

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

*“Motion to approve the aforementioned disbursements in the amount of \$ 1,043,227.50”*

### **ATTACHMENTS:**

1. Accounts Payable – proof list(s)

Kittner

# Accounts Payable

## To Be Paid Proof List

User: AmyLabelle  
 Printed: 05/15/2018 - 1:57PM  
 Batch: 00004.05.2018 - DP 051518



Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number					Description	Reference			
Cardmember Service									
CARDMEMB									
20180421	5/15/2018	110.05	0.00	05/15/2018				No	0
101-420-2220-44300 Miscellaneous					Sam's Club - rehab supplies				
20180421	5/15/2018	112.97	0.00	05/15/2018				No	0
101-420-2220-44010 Repairs/Maint Bldg					Sam's Club - Station supplies				
20180421	5/15/2018	19.63	0.00	05/15/2018				No	0
101-420-2220-42400 Small Tools & Equipment					Sam's Club - Decon Supplies				
20180421	5/15/2018	64.26	0.00	05/15/2018				No	0
101-420-2220-44300 Miscellaneous					USPS - Postage Thermal Camera				
20180421	5/15/2018	700.00	0.00	05/15/2018				No	0
101-420-2220-42400 Small Tools & Equipment					Williams RDM, Inc.				
20180421	5/15/2018	55.59	0.00	05/15/2018				No	0
101-410-1110-44300 Miscellaneous					Hagberg's - Council Meals 04-03-18				
20180421	5/15/2018	50.00	0.00	05/15/2018				No	0
101-410-1450-43180 Information Technology/Web					Constant Contact - weekly email letter				
20180421	5/15/2018	65.00	0.00	05/15/2018				No	0
101-420-2400-44370 Conferences & Training					MNDOLI Cert Bldg Official Lic Fee				
20180421	5/15/2018	89.90	0.00	05/15/2018				No	0
101-430-3100-44370 Conferences & Training					Warning Lites-Traffic Control Seminar				
20180421	5/15/2018	214.09	0.00	05/15/2018				No	0
101-430-3100-44040 Repairs/Maint Eqpt					Duluth Trading-Seat cover and car caddy				
20180421	5/15/2018	51.69	0.00	05/15/2018				No	0
602-495-9450-42150 Operating Supplies					Amazon-Computer Tablet Case				
20180421	5/15/2018	29.95	0.00	05/15/2018				No	0
101-450-5200-44300 Miscellaneous					ASBA-Pickleball Court Const. Manual				
20180421	5/15/2018	235.00	0.00	05/15/2018				No	0
101-430-3100-44370 Conferences & Training					2018 APWA Spring Conf RW				
20180421	5/15/2018	150.00	0.00	05/15/2018				No	0
101-430-3100-42210 Repair/Maint. Supplies					Asset Mgmt Software				

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
20180421	5/15/2018	527.10	0.00	05/15/2018				No	0
101-430-3100-44370 Conferences & Training				Grandview Lodge-APWA Spring Conf RW					
20180421	5/15/2018	81.24	0.00	05/15/2018				No	0
101-410-1520-44300 Miscellaneous				Interest					
20180421	5/15/2018	13.35	0.00	05/15/2018				No	0
101-420-2220-44040 Repairs/Maint Eqpt				USPS-Postage Thermal Camera					
20180421	5/15/2018	636.23	0.00	05/15/2018				No	0
101-430-3100-42400 Small Tools & Minor Equipm				RDO Equipment					
20180421 Total:		3,206.05							
Cardmember Service Total:		3,206.05							
Report Total:		3,206.05							

# Accounts Payable

## To Be Paid Proof List

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 Printed: 05/21/2018 - 3:35PM  
 Batch: 00006.05.2018 - DP 052118



Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description				Reference				
Postmaster POSTOFF1 20180521	5/21/2018	656.10	0.00	05/21/2018				No	0
101-410-1320-43090 Newsletter/Website				2018 Spring Newsletter Postage					
20180521 Total:		656.10							
Postmaster Total:		656.10							
Report Total:		656.10							



*H. K. K.*

# Accounts Payable

## To Be Paid Proof List

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Batch: 00009.05.2018 - DP 052918



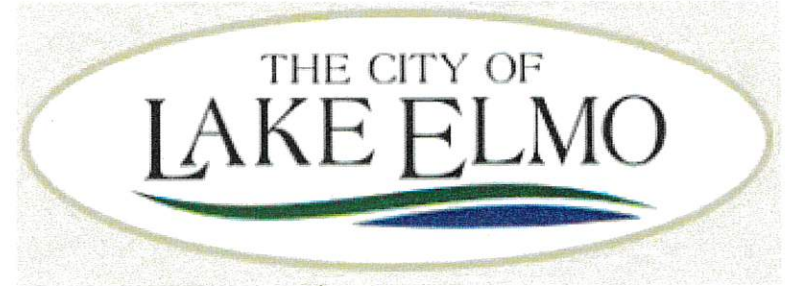
Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
<hr/>									
CHEEE LLC.									
CHEEE									
20180529	5/29/2018	24,800.00	0.00	05/29/2018				No	0
409-480-8000-43150 Contract Services				OV Phase 4 Drainage & Utility Easement Acquisition					
20180529 Total:		24,800.00							
CHEEE LLC. Total:		24,800.00							
Report Total:		24,800.00							

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# Accounts Payable

## To Be Paid Proof List

User: AmyLabelle  
 Printed: 05/31/2018 - 4:17PM  
 Batch: 00007.05.2018 - AP 060518



Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description		Reference						
Bolton & Menk, Inc BOLTONME									
0217096	5/10/2018	3,525.00	0.00	06/05/2018				No	0
409-480-8000-43150 Contract Services					2018 Street Improvements - Project No. 2017.156				
0217096 Total:		3,525.00							
0217097	5/10/2018	1,057.00	0.00	06/05/2018				No	0
602-495-9450-43150 Contract Services					I-94 Lift Station - Project No. 2016.134				
0217097 Total:		1,057.00							
0217098	5/10/2018	1,151.00	0.00	06/05/2018				No	0
803-000-0000-22910 Developer Payments					Royal Golf Club - Project No. 2016.125				
0217098 Total:		1,151.00							
Bolton & Menk, Inc Total:		5,733.00							
Cardmember Service CARDMEMB									
20180521	5/21/2018	24.40	0.00	06/05/2018				No	0
101-420-2220-44040 Repairs/Maint Eqpt					Ship Gas Monitor in for repair				
20180521	5/21/2018	64.26	0.00	06/05/2018				No	0
101-420-2220-44300 Miscellaneous					Holiday - Car Wash				
20180521	5/21/2018	252.00	0.00	06/05/2018				No	0
101-420-2220-44040 Repairs/Maint Eqpt					Repair Thermal Camera				
20180521	5/21/2018	2.99	0.00	06/05/2018				No	0
101-410-1320-44300 Miscellaneous					Misc. Personal Expense				
20180521	5/21/2018	85.69	0.00	06/05/2018				No	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
101-410-1320-44300 Miscellaneous				Cable Caster Headphones					
20180521	5/21/2018	139.84	0.00	06/05/2018				No	0
101-410-1520-42000 Office Supplies				Mouse and Mouse pad					
20180521	5/21/2018	39.95	0.00	06/05/2018				No	0
101-410-1520-42000 Office Supplies				Keyboard					
20180521	5/21/2018	62.90	0.00	06/05/2018				No	0
101-410-1940-42230 Building Repair Supplies				Misc. gardening supplies					
20180521	5/21/2018	50.00	0.00	06/05/2018				No	0
101-410-1450-43180 Information Technology/Web				Constant Contact - weekly email letter					
20180521	5/21/2018	169.26	0.00	06/05/2018				No	0
101-410-1520-42000 Office Supplies				Finance battery backup					
20180521	5/21/2018	22.91	0.00	06/05/2018				No	0
101-420-2400-44040 Repairs/Maint Eqpt				Workspace materials					
20180521	5/21/2018	30.80	0.00	06/05/2018				No	0
101-420-2400-44040 Repairs/Maint Eqpt				Workspace materials					
20180521	5/21/2018	39.22	0.00	06/05/2018				No	0
101-420-2400-44040 Repairs/Maint Eqpt				Workspace materials					
20180521	5/21/2018	-51.69	0.00	06/05/2018				No	0
602-495-9450-42150 Operating Supplies				Comp. Table Case - credit					
20180521	5/21/2018	44.97	0.00	06/05/2018				No	0
101-430-3100-42120 Fuel, Oil and Fluids				Poly pitcher					
20180521	5/21/2018	310.66	0.00	06/05/2018				No	0
601-494-9400-42210 Repair/Maint. Supplies				Hoses and clamps					
20180521	5/21/2018	150.00	0.00	06/05/2018				No	0
101-430-3100-43150 Contract Services				Asset Mgmt software					
20180521	5/21/2018	7.38	0.00	06/05/2018				No	0
101-430-3100-44040 Repairs/Maint Eqpt				MN DVS - trailer registration					
20180521	5/21/2018	301.28	0.00	06/05/2018				No	0
101-430-3100-44040 Repairs/Maint Eqpt				MN DVS - trailer registration					
20180521	5/21/2018	6.00	0.00	06/05/2018				No	0
101-430-3100-44040 Repairs/Maint Eqpt				MN DVS - trailer registration					
20180521	5/21/2018	0.15	0.00	06/05/2018				No	0
101-430-3100-44040 Repairs/Maint Eqpt				MN DVS - trailer registration					
20180521	5/21/2018	58.63	0.00	06/05/2018				No	0
101-410-1520-44300 Miscellaneous				Interest					
20180521 Total:		1,811.60							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
Cardmember Service Total:		1,811.60							
Central Pension Fund									
CENTRALP									
20180410	5/10/2018	420.00	0.00	06/05/2018				No	0
101-000-0000-21714 Union Pension				CPF Contributions - 051018					
20180410 Total:		420.00							
Central Pension Fund Total:		420.00							
Cintas Corporation #754									
CINTAS									
4005423168	5/16/2018	92.53	0.00	06/05/2018				No	0
101-430-3100-44170 Uniforms				Uniforms					
4005423168	5/16/2018	58.00	0.00	06/05/2018				No	0
101-430-3100-42150 Operating Supplies				rugs/soap/rags					
4005423168 Total:		150.53							
4005931324	4/10/2018	234.95	0.00	06/05/2018				No	0
101-410-1940-44010 Repairs/Maint Contractual B				Cleaning and maintenance supplies					
4005931324 Total:		234.95							
4005942563	5/16/2018	84.21	0.00	06/05/2018				No	0
101-430-3100-44170 Uniforms				Uniforms					
4005942563	5/16/2018	41.58	0.00	06/05/2018				No	0
101-430-3100-42150 Operating Supplies				rugs/soap/rags					
4005942563 Total:		125.79							
4006131984	5/23/2018	92.53	0.00	06/05/2018				No	0
101-430-3100-44170 Uniforms				Uniforms					
4006131984	5/23/2018	57.06	0.00	06/05/2018				No	0
101-430-3100-42150 Operating Supplies				Rugs/soap/rags					
4006131984 Total:		149.59							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
Cintas Corporation #754 T		660.86							
City of Oakdale									
CTYOAKDA									
20180222	2/22/2018	2,000.00	0.00	06/05/2018				No	0
601-000-0000-37150 Water Connection Fee - LE				New Connections - Water - January 2018					
20180222	2/22/2018	4,500.00	0.00	06/05/2018				No	0
601-000-0000-37150 Water Connection Fee - LE				New Connections - Water - February 1st-22nd 2018					
20180222 Total:		6,500.00							
96085	5/9/2018	29.00	0.00	06/05/2018				No	0
101-420-2220-44040 Repairs/Maint Eqpt				CV2, oil change					
96085 Total:		29.00							
96086	5/9/2018	418.73	0.00	06/05/2018				No	0
101-420-2220-44040 Repairs/Maint Eqpt				CV1, oil change and front brakes					
96086 Total:		418.73							
City of Oakdale Total:		6,947.73							
City of Roseville									
CTYROSEV									
224541	5/23/2018	5,748.00	0.00	06/05/2018				No	0
101-410-1450-43180 Information Technology/Web				Monthly IT Service - May 2018					
224541 Total:		5,748.00							
224571	5/23/2018	96.72	0.00	06/05/2018				No	0
101-410-1320-43210 Telephone				Monthly Telephone - May 2018					
224571	5/23/2018	48.36	0.00	06/05/2018				No	0
101-410-1520-43210 Telephone				Monthly Telephone - May 2018					
224571	5/23/2018	48.36	0.00	06/05/2018				No	0
101-410-1910-43210 Telephone				Monthly Telephone - May 2018					
224571	5/23/2018	24.18	0.00	06/05/2018				No	0
101-410-1940-43210 Telephone				Monthly Telephone - May 2018					



Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
224571	5/23/2018	48.36	0.00	06/05/2018				No	0
101-420-2100-43210 Telephone				Monthly Telephone - May 2018					
224571	5/23/2018	72.53	0.00	06/05/2018				No	0
101-420-2400-43210 Telephone				Monthly Telephone - May 2018					
224571	5/23/2018	145.08	0.00	06/05/2018				No	0
101-430-3100-43210 Telephone				Monthly Telephone - May 2018					
224571 Total:		483.59							
City of Roseville Total:		6,231.59							
Civil Methods, Inc. civil									
201805507	5/8/2018	2,340.00	0.00	06/05/2018				No	0
803-000-0000-22910 Developer Payments				Project No. 2017.149 - Legacy at North Star					
201805507 Total:		2,340.00							
Civil Methods, Inc. Total:		2,340.00							
Companion Animal Control, LLC C A C									
20180524	5/24/2018	500.00	0.00	06/05/2018				No	0
101-420-2700-43150 Contract Services				Animal control services - April					
20180524	5/24/2018	120.00	0.00	06/05/2018				No	0
101-420-2700-43150 Contract Services				Call Response/Impoundment 7am-7pm					
20180524	5/24/2018	45.00	0.00	06/05/2018				No	0
101-420-2700-43150 Contract Services				Impoundment 7am-7pm					
20180524 Total:		665.00							
Companion Animal Contro		665.00							
Compass Minerals COMPASS									
261334	5/15/2018	5,488.45	0.00	06/05/2018				No	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
101-430-3100-42290 Sand/Salt				Road Salt - regular					
261334 Total:		5,488.45							
Compass Minerals Total:		5,488.45							
Creative Home Construction CREATHOM									
20180517	5/17/2018	2,000.00	0.00	06/05/2018				No	0
803-000-0000-22900 Deposits Payable				Escrow Refund 2017-300 505 Jade Trail					
20180517	5/17/2018	2,000.00	0.00	06/05/2018				No	0
803-000-0000-22900 Deposits Payable				Escrow Refund 2017-382 9059 Jade Ct					
20180517	5/17/2018	2,000.00	0.00	06/05/2018				No	0
803-000-0000-22900 Deposits Payable				Escrow Refund 2017-254 9064 Jade Ct					
20180517	5/17/2018	-2,000.00	0.00	06/05/2018				No	0
803-000-0000-22900 Deposits Payable				Correct Escrow Refund 2017-1268 11080 41st St					
20180517 Total:		4,000.00							
Creative Home Constructio		4,000.00							
Delta Dental Of Minnesota DELTA									
20180515	5/15/2018	669.80	0.00	06/05/2018				No	0
101-000-0000-21706 Medical Insurance				April 2018 Premium					
20180515 Total:		669.80							
Delta Dental Of Minnesota		669.80							
Emergency Apparatus Maint. Inc EMERGAPP									
99341	4/19/2018	2,590.13	0.00	06/05/2018				No	0
101-420-2220-44040 Repairs/Maint Eqpt				E1 Brake repair					
99341 Total:		2,590.13							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
		2,590.13							
Emergency Apparatus Mai									
Focus Engineering, Inc.									
FOCUS									
4630	5/3/2018	2,500.00	0.00	06/05/2018				No	0
101-410-1930-43030 Engineering Services				General Engineering - Retainer					
4630 Total:		2,500.00							
4631	5/3/2018	360.00	0.00	06/05/2018				No	0
101-410-1910-43030 Engineering Services				General Engineering - Planning					
4631	5/3/2018	21.25	0.00	06/05/2018				No	0
803-000-0000-22900 Deposits Payable				Minor Sub 4564 Kimbro					
4631	5/3/2018	63.75	0.00	06/05/2018				No	0
803-000-0000-22900 Deposits Payable				Variance 8990 Lake Jane Trl					
4631 Total:		445.00							
4632	5/3/2018	98.00	0.00	06/05/2018				No	0
101-430-3100-43030 Engineering Services				General Engineering - Public Works					
4632 Total:		98.00							
4633	5/3/2018	182.50	0.00	06/05/2018				No	0
101-430-3100-43030 Engineering Services				General Engineering - ROW					
4633 Total:		182.50							
4634	5/3/2018	362.50	0.00	06/05/2018				No	0
601-494-9400-43030 Engineering Services				General Engineering - Water					
4634	5/3/2018	90.00	0.00	06/05/2018				No	0
602-495-9450-43030 Engineering Services				General Engineering - Sewer					
4634	5/3/2018	512.00	0.00	06/05/2018				No	0
603-496-9500-43030 Engineering Services				General Engineering - Stormwater					
4634 Total:		964.50							
4635	5/3/2018	1,076.48	0.00	06/05/2018				No	0
602-495-9450-43030 Engineering Services				CSAH 15					



Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	4635 Total:	1,076.48							
4636	5/3/2018	652.50	0.00	06/05/2018	LE Ave Corridor Improvements			No	0
409-480-8000-43030 Engineering Services									
	4636 Total:	652.50							
4637	5/3/2018	30.00	0.00	06/05/2018	State Highway 36 Corridor Plan			No	0
409-480-8000-43030 Engineering Services									
	4637 Total:	30.00							
4638	5/3/2018	201.25	0.00	06/05/2018	CSAH 13 - Ideal Ave			No	0
409-480-8000-43030 Engineering Services									
	4638 Total:	201.25							
4639	5/3/2018	335.00	0.00	06/05/2018	Inwood Water Tower			No	0
601-494-9400-43030 Engineering Services									
	4639 Total:	335.00							
4640	5/3/2018	127.50	0.00	06/05/2018	Public Library Site Improvements			No	0
101-410-1930-43030 Engineering Services									
	4640 Total:	127.50							
4641	5/3/2018	42.50	0.00	06/05/2018	OV Phase 3			No	0
409-480-8000-43030 Engineering Services									
	4641 Total:	42.50							
4642	5/3/2018	552.50	0.00	06/05/2018	2017 Street Project			No	0
409-480-8000-43030 Engineering Services									
	4642 Total:	552.50							
4643	5/3/2018	150.00	0.00	06/05/2018	CSAH 15/50th St Traffic Signal			No	0
101-430-3100-42250 Street Maintenance									
	4643 Total:	150.00							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
4644	5/3/2018	210.00	0.00	06/05/2018				No	0
409-480-8000-43030 Engineering Services				Lake Elmo Ave Phase 3					
4644 Total:		210.00							
4645	5/3/2018	1,313.98	0.00	06/05/2018				No	0
101-430-3100-42250 Street Maintenance				CSAH 19					
4645 Total:		1,313.98							
4646	5/3/2018	480.00	0.00	06/05/2018				No	0
101-430-3100-42250 Street Maintenance				Hudson Blvd Transportation					
4646 Total:		480.00							
4647	5/3/2018	2,914.25	0.00	06/05/2018				No	0
409-480-8000-43030 Engineering Services				2018 Street Project					
4647 Total:		2,914.25							
4648	5/3/2018	17,186.25	0.00	06/05/2018				No	0
409-480-8000-43030 Engineering Services				OV Phase 4					
4648 Total:		17,186.25							
4649	5/3/2018	253.00	0.00	06/05/2018				No	0
101-430-3100-42250 Street Maintenance				2018 Seal Coat Project					
4649 Total:		253.00							
4650	5/3/2018	546.50	0.00	06/05/2018				No	0
101-430-3100-42250 Street Maintenance				2018 Crack Seal Project					
4650 Total:		546.50							
4651	5/3/2018	1,872.00	0.00	06/05/2018				No	0
101-430-3100-42250 Street Maintenance				2018 Mill & Overlay Project					
4651 Total:		1,872.00							
4652	5/3/2018	2,718.18	0.00	06/05/2018				No	0
601-494-9400-43030 Engineering Services				State Funded Water Projects					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	4652 Total:	2,718.18							
4653	5/3/2018	1,385.00	0.00	06/05/2018				No	0
101-410-1910-43030	Engineering Services			2040 Comp Plan Update					
	4653 Total:	1,385.00							
4654	5/3/2018	51.25	0.00	06/05/2018				No	0
803-000-0000-22910	Developer Payments			Easton Village 1st					
	4654 Total:	51.25							
4655	5/3/2018	302.96	0.00	06/05/2018				No	0
803-000-0000-22910	Developer Payments			Savona 3rd					
	4655 Total:	302.96							
4656	5/3/2018	3,144.43	0.00	06/05/2018				No	0
803-000-0000-22910	Developer Payments			Royal Golf 1st					
	4656 Total:	3,144.43							
4657	5/3/2018	1,305.04	0.00	06/05/2018				No	0
803-000-0000-22910	Developer Payments			Hidden Meadows 2nd					
	4657 Total:	1,305.04							
4658	5/3/2018	613.95	0.00	06/05/2018				No	0
803-000-0000-22910	Developer Payments			Southwind					
	4658 Total:	613.95							
4659	5/3/2018	30.00	0.00	06/05/2018				No	0
803-000-0000-22910	Developer Payments			Wasatch Storage					
	4659 Total:	30.00							
4660	5/3/2018	165.77	0.00	06/05/2018				No	0
803-000-0000-22910	Developer Payments			Wildflower - 2nd					
	4660 Total:	165.77							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
4661	5/3/2018	216.86	0.00	06/05/2018				No	0
803-000-0000-22910 Developer Payments				Lakewood Crossing - 2nd Addition					
4661 Total:		216.86							
4662	5/3/2018	1,465.00	0.00	06/05/2018				No	0
803-000-0000-22910 Developer Payments				Legacy at North Star/Gonyea Homes					
4662 Total:		1,465.00							
4663	5/3/2018	210.00	0.00	06/05/2018				No	0
101-410-1930-43030 Engineering Services				Emerson-Section 36 Comm Sub					
4663 Total:		210.00							
4664	5/3/2018	2,051.25	0.00	06/05/2018				No	0
803-000-0000-22910 Developer Payments				Hammes 3rd					
4664 Total:		2,051.25							
4665	5/3/2018	1,061.25	0.00	06/05/2018				No	0
803-000-0000-22910 Developer Payments				Wildflower 3rd					
4665 Total:		1,061.25							
4666	5/3/2018	1,416.00	0.00	06/05/2018				No	0
803-000-0000-22910 Developer Payments				Easton Village 4th					
4666 Total:		1,416.00							
Focus Engineering, Inc. Tot		48,270.65							
Gonyea Homes									
GONYEA									
20180516	5/16/2018	2,000.00	0.00	06/05/2018				No	0
803-000-0000-22900 Deposits Payable				Escrow Refund 2016-1268 11080 41st Street Cir					
20180516 Total:		2,000.00							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
Gonyea Homes Total:		2,000.00							
Graphic Resources Inc									
GRAPHICR									
62127	5/29/2018	1,413.00	0.00	06/05/2018				No	0
101-410-1320-43090 Newsletter/Website				Printing & distribution of Spring/Summer '18 Newsletter					
62127 Total:		1,413.00							
Graphic Resources Inc Tot		1,413.00							
Great America Financial									
GREATAM									
22668875	5/16/2018	430.24	0.00	06/05/2018				No	0
101-410-1940-44040 Repairs/Maint Contractual E				Sharp MX-5141N Maint Apr 2018 - Copier at Broofield, Pl					
22668875	5/16/2018	365.58	0.00	06/05/2018				No	0
101-410-1940-44040 Repairs/Maint Contractual E				Sharp MX-5070 Maint Apr 2018 - Copier at Broofield, Rec					
22668875 Total:		795.82							
Great America Financial To		795.82							
Hawkins, Inc.									
HAWKINS									
4276853	5/9/2018	895.94	0.00	06/05/2018				No	0
601-494-9400-42160 Chemicals				Fluoride and chlorine					
4276853 Total:		895.94							
Hawkins, Inc. Total:		895.94							
Holiday Credit Office									
HOLIDAYC									
20180515	5/15/2018	44.03	0.00	06/05/2018				No	0
101-420-2220-42120 Fuel, Oil and Fluids				Fuel					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	20180515 Total:	44.03							
	Holiday Credit Office Tota	44.03							
HotsyMinnesota.com									
HOTSY									
59407	5/7/2018	54.95	0.00	06/05/2018				No	0
101-430-3100-44030 Repairs/Maint Imp Not Bldg				Shop pressure washer parts					
	59407 Total:	54.95							
59458	5/7/2018	294.34	0.00	06/05/2018				No	0
101-430-3100-44030 Repairs/Maint Imp Not Bldg				Shop pressure washer parts					
	59458 Total:	294.34							
	HotsyMinnesota.com Tota	349.29							
Innovative Office Solutions									
INNOVAT									
IN2047414	5/15/2018	174.38	0.00	06/05/2018				No	0
101-420-2400-42000 Office Supplies				Office Supplies					
	IN2047414 Total:	174.38							
IN2049333	5/16/2018	83.01	0.00	06/05/2018				No	0
101-410-1520-42000 Office Supplies				Office Supplies					
	IN2049333 Total:	83.01							
IN2049357	5/16/2018	237.45	0.00	06/05/2018				No	0
101-410-1320-42000 Office Supplies				Office Supplies					
	IN2049357 Total:	237.45							
IN2055610	5/22/2018	49.43	0.00	06/05/2018				No	0
101-420-2400-42000 Office Supplies				Office Supplies					



Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
IN2055610 Total:		49.43							
IN2060439	5/24/2018	61.68	0.00	06/05/2018				No	0
101-410-1320-42000 Office Supplies				Office Supplies					
IN2060439	5/24/2018	17.67	0.00	06/05/2018				No	0
101-410-1520-42000 Office Supplies				Office Supplies					
IN2060439 Total:		79.35							
SCN-073408	5/16/2018	-127.96	0.00	06/05/2018				No	0
101-410-1320-42000 Office Supplies				Office Supplies					
SCN-073408	5/16/2018	119.96	0.00	06/05/2018				No	0
101-410-1320-42000 Office Supplies				Office Supplies					
SCN-073408 Total:		-8.00							
Innovative Office Solutions		615.62							
Jani-King of Minnesota, Inc									
JANIKING									
MIN12170346B	12/31/2017	334.86	0.00	06/05/2018				No	0
101-410-1940-44010 Repairs/Maint Contractual B				Cleaning Services - City Hall December 2017					
MIN12170346B Total:		334.86							
Jani-King of Minnesota, In		334.86							
Johnson & Turner Attorneys									
JOHNSON&									
70969	4/30/2018	3,500.00	0.00	06/05/2018				No	0
101-420-2150-43045 Attorney Criminal				Prosecution Svs April 2018					
70969 Total:		3,500.00							
Johnson & Turner Attorney		3,500.00							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
Kodiak Power Systems									
KODIAK									
KPS0204	5/13/2018	1,002.00	0.00	06/05/2018				No	0
601-494-9400-44040 Repairs/Maint. Equip.				Portable Generator Maint/Inspections					
KPS0204	5/13/2018	1,002.00	0.00	06/05/2018				No	0
602-495-9450-44040 Repairs/Maint. Equip.				Portable Generator Maint/Inspections					
KPS0204	5/13/2018	334.00	0.00	06/05/2018				No	0
101-430-3100-44040 Repairs/Maint Eqpt				Portable Generator Maint/Inspections					
KPS0204 Total:		2,338.00							
Kodiak Power Systems To		2,338.00							
Lake Elmo Repair, Inc									
LEREPAIR									
177627	5/7/2018	75.41	0.00	06/05/2018				No	0
101-430-3100-44040 Repairs/Maint Eqpt				Oil Change 12-1					
177627 Total:		75.41							
177637	5/7/2018	44.42	0.00	06/05/2018				No	0
101-430-3100-44040 Repairs/Maint Eqpt				Oil Change 2308					
177637 Total:		44.42							
Lake Elmo Repair, Inc Tota		119.83							
League of MN Cities Ins. Trust									
LMCIT									
GL 11672	5/15/2018	6,030.51	0.00	06/05/2018				No	0
101-000-0000-25300 Fund Balance				LeRoy J. Rossow Jr. Cemetary - Legal Fees & Deductible					
GL 11672 Total:		6,030.51							
League of MN Cities Ins. T		6,030.51							

Lee's Comm Weather Svs LLC



Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
LEEWEATH									
3	4/27/2018	575.00	0.00	06/05/2018				No	0
101-430-3100-43150 Contract Services				Weather forecasting services					
3	4/27/2018	191.67	0.00	06/05/2018				No	0
101-450-5200-43150 Contracted Services				Weather forecasting services					
3	4/27/2018	191.67	0.00	06/05/2018				No	0
601-494-9400-43150 Contract Services				Weather forecasting services					
3	4/27/2018	191.66	0.00	06/05/2018				No	0
602-495-9450-43150 Contract Services				Weather forecasting services					
3 Total:		1,150.00							
Lee's Comm Weather Svs L		1,150.00							
Leonard, Jim									
LEONARDJ									
20180516	5/16/2018	15,000.00	0.00	06/05/2018				No	0
803-000-0000-22900 Deposits Payable				Escrow Refund 2013-662 3012 Lake Elmo Ave					
20180516 Total:		15,000.00							
Leonard, Jim Total:		15,000.00							
Lillie Suburban Newspaper Inc.									
Lillie									
20180430	4/30/2018	14.38	0.00	06/05/2018				No	0
101-410-1910-43510 Legal Publishing				Ordinance 08-203					
20180430	4/30/2018	48.88	0.00	06/05/2018				No	0
101-410-1910-43510 Legal Publishing				Ordinance 08-204					
20180430	4/30/2018	25.88	0.00	06/05/2018				No	0
101-410-1910-43510 Legal Publishing				Ordinance 08-205					
20180430	4/30/2018	40.25	0.00	06/05/2018				No	0
101-410-1910-43510 Legal Publishing				Ordinance 08-206					
20180430	4/30/2018	17.25	0.00	06/05/2018				No	0
101-410-1910-43510 Legal Publishing				Ordinance 08-207					
20180430	4/30/2018	71.88	0.00	06/05/2018				No	0
101-410-1320-43510 Legal Publishing				Notice 2018 Streets					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
20180430	4/30/2018	25.88	0.00	06/05/2018				No	0
101-410-1910-43510 Legal Publishing				Notice - Solar Ordinance					
20180430	4/30/2018	137.50	0.00	06/05/2018				No	0
101-410-1320-43510 Legal Publishing				Bid notice SealCoat					
20180430	4/30/2018	154.00	0.00	06/05/2018				No	0
101-410-1320-43510 Legal Publishing				Bid notice 2018 streets					
20180430	4/30/2018	34.50	0.00	06/05/2018				No	0
101-410-1910-43510 Legal Publishing				2040 comp plan notice					
20180430	4/30/2018	88.00	0.00	06/05/2018				No	0
101-410-1320-43510 Legal Publishing				Old Village Ph 4 notice					
20180430	4/30/2018	97.75	0.00	06/05/2018				No	0
101-410-1320-43510 Legal Publishing				Old Village Ph 4 notice					
20180430	4/30/2018	43.13	0.00	06/05/2018				No	0
101-410-1910-43510 Legal Publishing				Ordinance 08-208					
20180430 Total:		799.28							
Lillie Suburban Newspaper		799.28							
Loffler Companies, Inc. LOFF									
2679435	12/1/2017	204.82	0.00	06/05/2018				No	0
101-410-1940-44040 Repairs/Maint Contractual E				Copies Konica C253 (City Hall) 1110-1209					
2679435 Total:		204.82							
2703652	1/2/2018	373.67	0.00	06/05/2018				No	0
101-410-1940-44040 Repairs/Maint Contractual E				Copies Konica C253 (City Hall) 1210-0109					
2703652 Total:		373.67							
272976	2/1/2018	699.47	0.00	06/05/2018				No	0
101-410-1940-44040 Repairs/Maint Contractual E				Copies Konica C253 (City Hall) 0110-0209					
272976 Total:		699.47							
Loffler Companies, Inc. To		1,277.96							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
Maroney's Sanitation, Inc MARONEYS									
724403	5/10/2018	127.48	0.00	06/05/2018				No	0
101-410-1940-43840 Refuse				Trash Service - City Hall 0401-0430					
724403	5/10/2018	53.30	0.00	06/05/2018				No	0
101-420-2220-43840 Refuse				Trash Service - Fire Station 2 0401-0430					
724403	5/10/2018	232.22	0.00	06/05/2018				No	0
101-450-5200-43840 Refuse				Trash Service - Parks Bldg/Storage 0401-0430					
724403	5/10/2018	242.60	0.00	06/05/2018				No	0
101-430-3100-43840 Refuse				Trash Service - Public Works 0401-0430					
724403 Total:		655.60							
Maroney's Sanitation, Inc T		655.60							
Master Technology Group MASTERTE									
623289	5/9/2018	1,031.69	0.00	06/05/2018				No	0
101-420-2400-43180 Information Technology/Web				Data cables & jacks in new bldg dept offices					
623289	5/9/2018	700.00	0.00	06/05/2018				No	0
101-410-1320-43180 Information Technology/Web				Data cables & jacks in finance					
623289 Total:		1,731.69							
Master Technology Group		1,731.69							
Menards - Oakdale MENARDSO									
50554	3/7/2018	49.99	0.00	06/05/2018				No	0
101-420-2220-42400 Small Tools & Equipment				Step ladder for detector calls					
50554	3/7/2018	41.50	0.00	06/05/2018				No	0
101-420-2220-44010 Repairs/Maint Bldg				Ceiling repair					
50554 Total:		91.49							
51288	3/19/2018	33.93	0.00	06/05/2018				No	0
101-420-2220-44010 Repairs/Maint Bldg				Station Maint., Ice machine					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
51288 Total:		33.93							
53534	4/26/2018	25.98	0.00	06/05/2018				No	0
101-420-2220-42400 Small Tools & Equipment				Totes to store gear, cancer prevention					
53534 Total:		25.98							
53855	5/1/2018	4.98	0.00	06/05/2018				No	0
101-420-2220-44010 Repairs/Maint Bldg				Pest control, station 1					
53855 Total:		4.98							
54039	5/4/2018	92.77	0.00	06/05/2018				No	0
101-430-3100-42400 Small Tools & Minor Equipm				Rakes, shovels, small tools					
54039 Total:		92.77							
54292	5/8/2018	74.87	0.00	06/05/2018				No	0
101-430-3100-42400 Small Tools & Minor Equipm				Rakes and shovels					
54292	5/8/2018	35.50	0.00	06/05/2018				No	0
601-494-9400-42150 Operating Supplies				Misc sampling supplies					
54292	5/8/2018	40.98	0.00	06/05/2018				No	0
601-494-9400-42400 Small Tools & Minor Equipm				Small tools					
54292 Total:		151.35							
54354	5/9/2018	167.88	0.00	06/05/2018				No	0
101-430-3100-42400 Small Tools & Minor Equipm				Steel rack supplies					
54354 Total:		167.88							
54478	5/11/2018	56.06	0.00	06/05/2018				No	0
101-410-1940-42230 Building Repair Supplies				Shelf supplies for city hall					
54478 Total:		56.06							
54881	5/17/2018	54.00	0.00	06/05/2018				No	0
101-420-2220-44010 Repairs/Maint Bldg				Stat. 1 maint.					
54881 Total:		54.00							
55299	5/24/2018	12.97	0.00	06/05/2018				No	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
101-420-2220-44010 Repairs/Maint Bldg				Stat. 1 maint.					
55299 Total:		12.97							
Menards - Oakdale Total:		691.41							
Menards - Stillwater MENARDST									
23161	2/21/2018	73.91	0.00	06/05/2018				No	0
101-430-3100-42210 Repair/Maint. Supplies				Mouse traps, First Aid kit					
23161 Total:		73.91							
23189	2/21/2018	41.00	0.00	06/05/2018				No	0
101-420-2220-44010 Repairs/Maint Bldg				Station cleaner, Ice Melt					
23189 Total:		41.00							
24658	3/16/2018	15.96	0.00	06/05/2018				No	0
101-420-2220-42400 Small Tools & Equipment				Detector Cleaner					
24658	3/16/2018	21.27	0.00	06/05/2018				No	0
101-420-2220-44010 Repairs/Maint Bldg				Cleaning supplies					
24658 Total:		37.23							
28252	5/10/2018	137.92	0.00	06/05/2018				No	0
101-430-3100-42400 Small Tools & Minor Equipm				Steel rack supplies					
28252 Total:		137.92							
Menards - Stillwater Total:		290.06							
Minnesota Department of Health MDH									
20180516	5/16/2018	2,585.00	0.00	06/05/2018				No	0
601-494-9400-43820 Water Utility				2018 2nd Q Water Connection Fees					
20180516 Total:		2,585.00							



Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
Minnesota Department of		2,585.00							
MN City/County Mgmt. Assoc. MCMA									
20180501	5/1/2018	166.05	0.00	06/05/2018				No	0
101-410-1320-44330 Dues & Subscriptions					MCMA Membership 050118-043019 KH				
20180501 Total:		166.05							
MN City/County Mgmt. A		166.05							
MN PEIP MNPEIP									
703935	5/10/2018	10,410.92	0.00	06/05/2018				No	0
101-000-0000-21706 Medical Insurance					June 2018 PEIP Health Ins. Premium				
703935 Total:		10,410.92							
MN PEIP Total:		10,410.92							
Northland Trust Services NORTH									
ELMO13A	5/16/2018	105,000.00	0.00	06/05/2018				No	0
322-470-7000-46010 Bond Principal					2013A GO Bond - Principal 7/15				
ELMO13A	5/16/2018	55,000.00	0.00	06/05/2018				No	0
601-000-0000-22500 Bonds Payable - Current					2013A GO Bond - Principal 7/15				
ELMO13A	5/16/2018	160,000.00	0.00	06/05/2018				No	0
602-000-0000-22500 Bonds Payable - Current					2013A GO Bond - Principal 7/15				
ELMO13A	5/16/2018	16,952.50	0.00	06/05/2018				No	0
322-470-7000-46010 Bond Principal					2013A GO Bond - Interest 7/15				
ELMO13A	5/16/2018	12,601.25	0.00	06/05/2018				No	0
601-494-9400-46110 Bond Interest					2013A GO Bond - Interest 7/15				
ELMO13A	5/16/2018	37,431.25	0.00	06/05/2018				No	0
602-495-9450-46110 Bond Interest					2013A GO Bond - Interest 7/15				

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
ELMO13A Total:		386,985.00							
ELMO15A	5/16/2018	1,025.00	0.00	06/05/2018				No	0
324-470-7000-46110 Bond Interest				2015A GO Bond - Interest 7/15 Equip					
ELMO15A	5/16/2018	13,443.75	0.00	06/05/2018				No	0
324-470-7000-46110 Bond Interest				2015A GO Bond - Interest 7/15 EP 100% ASMT					
ELMO15A	5/16/2018	10,337.50	0.00	06/05/2018				No	0
601-494-9400-46110 Bond Interest				2015A GO Bond - Interest 7/15					
ELMO15A	5/16/2018	3,150.00	0.00	06/05/2018				No	0
602-495-9450-46110 Bond Interest				2015A GO Bond - Interest 7/15					
ELMO15A Total:		27,956.25							
LKEL09B	5/16/2018	1,906.25	0.00	06/05/2018				No	0
316-470-7000-46110 Bond Interest				2009B GO Bond - Interest 7/15					
LKEL09B Total:		1,906.25							
LKEL14A	5/16/2018	5,566.25	0.00	06/05/2018				No	0
323-470-7000-46110 Bond Interest				2014A GO Bond - Interest 7/15 Equip					
LKEL14A	5/16/2018	23,752.50	0.00	06/05/2018				No	0
323-470-7000-46110 Bond Interest				2014A GO Bond - Interest 7/15 Streets					
LKEL14A	5/16/2018	28,518.13	0.00	06/05/2018				No	0
601-494-9400-46110 Bond Interest				2014A GO Bond - Interest 7/15					
LKEL14A	5/16/2018	9,401.87	0.00	06/05/2018				No	0
602-495-9450-46110 Bond Interest				2014A GO Bond - Interest 7/15					
LKEL14A Total:		67,238.75							
LKEL16A	5/16/2018	10,150.00	0.00	06/05/2018				No	0
326-470-7000-46110 Bond Interest				2016A GO Bond - Interest 7/15					
LKEL16A	5/16/2018	14,300.00	0.00	06/05/2018				No	0
326-470-7000-46110 Bond Interest				2016A GO Bond - Interest 7/15 DT Imp					
LKEL16A	5/16/2018	30,400.00	0.00	06/05/2018				No	0
601-494-9400-46110 Bond Interest				2016A GO Bond - Interest 7/15					
LKEL16A	5/16/2018	8,100.00	0.00	06/05/2018				No	0
602-495-9450-46110 Bond Interest				2016A GO Bond - Interest 7/15					
LKEL16A	5/16/2018	26,100.00	0.00	06/05/2018				No	0
603-496-9500-46110 Bond Interest				2016A GO Bond - Interest 7/15					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
LKEL16A Total:		89,050.00							
LKEL17A	5/16/2018	3,375.00	0.00	06/05/2018				No	0
327-470-7000-46110 Bond Interest				2017A GO Bond - Interest 7/15 Equip					
LKEL17A	5/16/2018	53,687.50	0.00	06/05/2018				No	0
327-470-7000-46110 Bond Interest				2017A GO Bond - Interest 7/15 Streets					
LKEL17A	5/16/2018	21,600.00	0.00	06/05/2018				No	0
601-494-9400-46110 Bond Interest				2017A GO Bond - Interest 7/15					
LKEL17A	5/16/2018	35,368.75	0.00	06/05/2018				No	0
602-495-9450-46110 Bond Interest				2017A GO Bond - Interest 7/15					
LKEL17A	5/16/2018	2,037.50	0.00	06/05/2018				No	0
603-496-9500-46110 Bond Interest				2017A GO Bond - Interest 7/15					
LKEL17A Total:		116,068.75							
Northland Trust Services T		689,205.00							
Pollard Water									
POLL									
108415	5/7/2018	1,450.46	0.00	06/05/2018				No	0
601-494-9400-42210 Repair/Maint. Supplies				Hydrant fittings and diffusers					
108415 Total:		1,450.46							
Pollard Water Total:		1,450.46							
Pomp's Tire Service, Inc.									
POMPS									
210344574	5/4/2018	973.12	0.00	06/05/2018				No	0
101-430-3100-44040 Repairs/Maint Eqpt				Tires for asphalt trailer					
210344574 Total:		973.12							
Pomp's Tire Service, Inc. T		973.12							

Ricci Media Group LLC.

AP-To Be Paid Proof List (05/31/2018 - 4:17 PM)

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Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
RITCHIET									
20180522	5/22/2018	55.00	0.00	06/05/2018				No	0
101-410-1450-43620 Cable Operations				Cable Operations, Planning - 5/7/18					
20180522	5/22/2018	55.00	0.00	06/05/2018				No	0
101-410-1450-43620 Cable Operations				Cable Operations, Parks - 5/21/18					
20180522 Total:		110.00							
Ricci Media Group LLC. T		110.00							
River Country Cooperative									
RIVRCOOP									
20180430	4/30/2018	1,558.17	0.00	06/05/2018				No	0
101-420-2220-42120 Fuel, Oil and Fluids				Fuel					
20180430 Total:		1,558.17							
River Country Cooperative		1,558.17							
Rosebauer Minnesota, LLC									
ROSENBAU									
29215	5/18/2018	73.30	0.00	06/05/2018				No	0
101-420-2220-44040 Repairs/Maint Eqpt				T2, replacement switch					
29215 Total:		73.30							
Rosebauer Minnesota, LLC		73.30							
Sachs Sr., Richard									
SACHRICH									
20180513	5/13/2018	309.64	0.00	06/05/2018				No	0
409-480-8000-43150 Contract Services				OV Phase 3 Project 2016.133 Sachs/Plantings					
20180513	5/13/2018	128.36	0.00	06/05/2018				No	0
601-494-9400-43150 Contract Services				OV Phase 3 Project 2016.133 Sachs/Plantings					
20180513	5/13/2018	166.06	0.00	06/05/2018				No	0
602-495-9450-43150 Contract Services				OV Phase 3 Project 2016.133 Sachs/Plantings					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
20180513 Total:		604.06							
Sachs Sr., Richard Total:		604.06							
Sachs, Jim SACHSJIM 20180529	5/29/2018	175.00	0.00	06/05/2018				No	0
101-430-3100-44170 Uniforms				Reimbursement - Workboots					
20180529 Total:		175.00							
Sachs, Jim Total:		175.00							
Safe-Fast, Inc. SAFEFAST 199246	5/7/2018	153.02	0.00	06/05/2018				No	0
601-494-9400-42400 Small Tools & Minor Equipm				Confined Space Equipment					
199246	5/7/2018	153.03	0.00	06/05/2018				No	0
602-495-9450-42400 Small Tools & Minor Equipm				Confined Space Equipment					
199246 Total:		306.05							
Safe-Fast, Inc. Total:		306.05							
Schlomka Services LLC SCHLOMKA 21551	5/17/2018	250.00	0.00	06/05/2018				No	0
101-430-3100-44010 Repairs/Maint Bldg				Holding tank pumping at Public Works					
21551 Total:		250.00							
Schlomka Services LLC To		250.00							

Schumacher, Stephen

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
SCHUMACS									
20180525	5/25/2018	75.00	0.00	06/05/2018				No	0
101-000-0000-34103 Zoning & Subdivision Fees				Refund Cancelled Permit - 5038 Linden Trl					
20180525 Total:		75.00							
Schumacher, Stephen Total		75.00							
SENSIT Technologies LLC									
SENSIT									
257247	5/10/2018	420.06	0.00	06/05/2018				No	0
101-420-2220-44040 Repairs/Maint Eqpt				Repair 5-gas monitor					
257247 Total:		420.06							
SENSIT Technologies LLC		420.06							
SENSUS USA									
SENSUS									
ZA18006684	5/4/2018	974.97	0.00	06/05/2018				No	0
601-494-9400-42300 Water Meters & Supplies				Sensus Software Support					
ZA18006684	5/4/2018	974.97	0.00	06/05/2018				No	0
602-495-9450-43180 Software Support				Sensus Software Support					
ZA18006684 Total:		1,949.94							
SENSUS USA Total:		1,949.94							
Short Elliott Hendrickson, Inc									
SEH									
349749	5/9/2018	57,975.62	0.00	06/05/2018				No	0
409-480-8000-43150 Contract Services				Final Design Services - Project No. 2017.157, OV Phase 4 I					
349749 Total:		57,975.62							
349843	5/9/2018	300.00	0.00	06/05/2018				No	0
601-494-9400-43030 Engineering Services				Construction Services - Project No. 2015.130, Inwood Wate					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
349843 Total:		300.00							
Short Elliott Hendrickson,		58,275.62							
Shred-It USA									
SHRED-IT									
8124697956	2/28/2018	221.57	0.00	06/05/2018				No	0
101-410-1320-43150 Contract Services				Document Shredding					
8124697956 Total:		221.57							
Shred-It USA Total:		221.57							
Southwind Builders									
SOUTHWIN									
20180516	5/16/2018	1,000.00	0.00	06/05/2018				No	0
803-000-0000-22900 Deposits Payable				Escrow OP Refund 2018-373 11208 6th Street Cir					
20180516	5/16/2018	1,000.00	0.00	06/05/2018				No	0
803-000-0000-22900 Deposits Payable				Escrow OP Refund 2018-374 11216 6th Street Cir					
20180516 Total:		2,000.00							
Southwind Builders Total:		2,000.00							
Sprint									
SPRINT									
761950227-182	5/18/2018	16.85	0.00	06/05/2018				No	0
101-410-1910-43210 Telephone				Cell Phone Service - Planning Dept					
761950227-182	5/18/2018	70.86	0.00	06/05/2018				No	0
101-410-1940-43210 Telephone				Cell Phone Service - Administration					
761950227-182	5/18/2018	249.30	0.00	06/05/2018				No	0
101-420-2220-43210 Telephone				Cell Phone Service - Fire Dept					
761950227-182	5/18/2018	249.60	0.00	06/05/2018				No	0
101-420-2400-43210 Telephone				Cell Phone Service - Building Dept					
761950227-182	5/18/2018	134.84	0.00	06/05/2018				No	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
101-430-3100-43210 Telephone				Cell Phone Service - Public Works Dept					
761950227-182	5/18/2018	62.61	0.00	06/05/2018					
101-450-5200-43210 Telephone				Cell Phone Service - Parks Dept					
761950227-182 Total:		784.06							
Sprint Total:		784.06							
SRF Consulting Group, Inc									
SRFCONSU									
08132.01-6	4/30/2018	123.16	0.00	06/05/2018					
101-410-1930-43030 Engineering Services				State Highway 36 South Frontage Road					
08132.01-6 Total:		123.16							
SRF Consulting Group, Inc		123.16							
St. Paul Trailer Sales									
STPAULTR									
20180331	3/31/2018	3,985.00	0.00	06/05/2018					
101-430-3100-45500 Vehicles				Felling roller trailer					
20180331 Total:		3,985.00							
St. Paul Trailer Sales Total:		3,985.00							
Stillwater Medical Group									
STILLMED									
900004127	5/9/2018	528.00	0.00	06/05/2018					
101-420-2220-43050 Physicals				Annual physicals - Penman, Klein					
900004127 Total:		528.00							
Stillwater Medical Group T		528.00							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
Stonegate Builders									
STONEGAT									
20180516	5/16/2018	5,000.00	0.00	06/05/2018				No	0
803-000-0000-22900 Deposits Payable					Escrow Refund 2016-1136 4080 Lady Slipper Rd				
20180516	5/16/2018	2,000.00	0.00	06/05/2018				No	0
803-000-0000-22900 Deposits Payable					Escrow Refund 2017-0007 4029 Lady Slipper Rd				
			</						



Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
101-420-2220-43210 Telephone 20180513	5/13/2018	207.68	0.00	06/05/2018	Analog Lines - Fire 0413-0512			No	0
101-430-3100-43210 Telephone 20180513	5/13/2018	103.28	0.00	06/05/2018	Analog Lines - Public Works 0413-0512			No	0
602-495-9450-43210 Telephone 20180513	5/13/2018	51.64	0.00	06/05/2018	Analog Lines - Lift Station Alarms 0413-0512			No	0
601-494-9400-43210 Telephone					Analog Lines - Alarm Well House #2 0413-0512				
20180513 Total:		480.82							
TDS Metrocom - LLC Tot		480.82							
Telemetry & Process Controls TELEMETR									
107361	5/23/2018	63.00	0.00	06/05/2018	UPS Battery Tower #2			No	0
601-494-9400-44040 Repairs/Maint. Equip. 107361	5/23/2018	63.00	0.00	06/05/2018	UPS Battery Lisbon Lift Station			No	0
602-495-9450-44040 Repairs/Maint. Equip.									
107361 Total:		126.00							
Telemetry & Process Contr		126.00							
Titan Machinery TITAN									
210984	3/21/2018	28,300.00	0.00	06/05/2018	Case DV23 Asphalt Roller purchase			No	0
101-430-3100-45500 Vehicles									
210984 Total:		28,300.00							
Titan Machinery Total:		28,300.00							
TKDA, Inc. TKDA									
002018001435	5/8/2018	459.57	0.00	06/05/2018	Northport 1st Addition			No	0
803-000-0000-22910 Developer Payments									



Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	002018001435 Total:	459.57							
	TKDA, Inc. Total:	459.57							
TruGreen TRUGREEN 82903496	5/16/2018	97.00	0.00	06/05/2018				No	0
101-410-1940-44010 Repairs/Maint Contractual B				Lawn Care - City Hall					
	82903496 Total:	97.00							
	TruGreen Total:	97.00							
Twin City Garage Door Corp. TWINGAR 505381	5/4/2018	4,854.20	0.00	06/05/2018				No	0
101-430-3100-44010 Repairs/Maint Bldg				springs & cables for PW Door #1					
	505381 Total:	4,854.20							
	Twin City Garage Door Co	4,854.20							
Uline ULINE 97230632	5/3/2018	1,177.19	0.00	06/05/2018				No	0
101-450-5200-44030 Repairs/Maint Imp Not Bldg				Lions Park Trash/Recycle Containers					
	97230632 Total:	1,177.19							
	Uline Total:	1,177.19							
Verizon Wireless VERIZON 9807048197	5/10/2018	70.02	0.00	06/05/2018				No	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description				Reference				
101-420-2220-43210 Telephone					Air card for tablet and amount past due				
	9807048197 Total:	70.02							
	Verizon Wireless Total:	70.02							
Weldon, Robert WELDONRO 20180521	5/21/2018	164.59	0.00	06/05/2018				No	0
101-430-3100-44370 Conferences & Training					Reimbursement - Mileage				
	20180521 Total:	164.59							
	Weldon, Robert Total:	164.59							
White, Anita Whiteani 20180525	5/25/2018	55.00	0.00	06/05/2018				No	0
101-410-1450-43620 Cable Operations					Cable Operations, Council Workshop 5/8/18				
20180525	5/25/2018	55.00	0.00	06/05/2018				No	0
101-410-1450-43620 Cable Operations					Cable Operations, Council 5/15/18				
20180525	5/25/2018	55.00	0.00	06/05/2018				No	0
101-410-1450-43620 Cable Operations					Cable Operations, Public Safety 5/22/18				
20180525	5/25/2018	55.00	0.00	06/05/2018				No	0
101-410-1450-43620 Cable Operations					Cable Operations, MAC 5/22/18				
	20180525 Total:	220.00							
	White, Anita Total:	220.00							
White, Jason WHITEJAS 20180522	5/22/2018	55.00	0.00	06/05/2018				No	0
101-410-1450-43620 Cable Operations					Cable Operations, Finance - 5/17/2018				
	20180522 Total:	55.00							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
White, Jason Total:		55.00							
Wier, Dick WEIR D 20180510	5/10/2018	51.36	0.00	06/05/2018				No	0
404-000-0000-36240 Dedication Fees				Lions Park Dugout Supplies (Fast Anchor)					
20180510 Total:		51.36							
Wier, Dick Total:		51.36							
Winnick Supply WINNICK 362182	5/11/2018	34.64	0.00	06/05/2018				No	0
101-430-3100-42400 Small Tools & Minor Equipm				Steel for racking					
362182 Total:		34.64							
362415	5/11/2018	333.15	0.00	06/05/2018				No	0
101-430-3100-42400 Small Tools & Minor Equipm				Steel for racking					
362415 Total:		333.15							
Winnick Supply Total:		367.79							
Xcel Energy XCEL 592712812	5/21/2018	302.65	0.00	06/05/2018				No	0
602-495-9450-43810 Electric Utility				Lift Station - 3080 Lisbon Ave					
592712812 Total:		302.65							
592768232	5/21/2018	11.31	0.00	06/05/2018				No	0
101-450-5200-43810 Electric Utility				Tennis Court - 3510 Laverne					
592768232 Total:		11.31							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
592769073	5/21/2018	248.48	0.00	06/05/2018				No	0
101-420-2220-43810 Electric Utility				Fire Station 2 - 4259 Jamaca					
592769073 Total:		248.48							
592778831	5/21/2018	20.45	0.00	06/05/2018				No	0
101-450-5200-43810 Electric Utility				Pebble Park - 8170 Lake Jane Trl					
592778831 Total:		20.45							
592788049	5/21/2018	16.17	0.00	06/05/2018				No	0
602-495-9450-43810 Electric Utility				Lift Station - 11062 34th St					
592788049 Total:		16.17							
592789776	5/21/2018	59.59	0.00	06/05/2018				No	0
101-450-5200-43810 Electric Utility				Parks Bldg - 11194 Upper 33rd					
592789776 Total:		59.59							
592792793	5/21/2018	17.55	0.00	06/05/2018				No	0
602-495-9450-43810 Electric Utility				Lift Station - 2759 Legion Ave					
592792793 Total:		17.55							
592794208	5/21/2018	132.13	0.00	06/05/2018				No	0
101-450-5200-43810 Electric Utility				Legion Park - 3511 Laverne					
592794208 Total:		132.13							
592801208	5/21/2018	30.67	0.00	06/05/2018				No	0
101-430-3100-43810 Electric Utility				Traffic Lights - 11915 Stillwater Blvd					
592801208 Total:		30.67							
592804631	5/21/2018	43.69	0.00	06/05/2018				No	0
101-430-3100-43810 Electric Utility				Traffic Lights - 998 Inwood					
592804631 Total:		43.69							
592811548	5/21/2018	106.94	0.00	06/05/2018				No	0
601-494-9400-43810 Electric Utility				Water Tower 2 - 3445 Ideal Ave					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
592811548 Total:		106.94							
592814601	5/21/2018	12.69	0.00	06/05/2018				No	0
101-430-3100-43810 Electric Utility				Speed Sign Hwy 5 - 10901 Stillwater Blvd					
592814601 Total:		12.69							
592834661	5/21/2018	1,933.75	0.00	06/05/2018				No	0
601-494-9400-43810 Electric Utility				Pumphouse - 11210 50th St					
592834661 Total:		1,933.75							
592836309	5/21/2018	12.75	0.00	06/05/2018				No	0
101-450-5200-43810 Electric Utility				Sunfish Park - 10000 Stillwater Ln N					
592836309 Total:		12.75							
592839205	5/21/2018	171.56	0.00	06/05/2018				No	0
601-494-9400-43810 Electric Utility				Pumphouse - 802 Keats Ave					
592839205 Total:		171.56							
592842478	5/21/2018	38.98	0.00	06/05/2018				No	0
101-430-3100-43810 Electric Utility				Traffic Lights - 11157 Stillwater Blvd					
592842478 Total:		38.98							
592842909	5/21/2018	47.49	0.00	06/05/2018				No	0
101-430-3100-43810 Electric Utility				Traffic Lights - 11009 Stillwater Blvd					
592842909 Total:		47.49							
592862728	5/21/2018	43.66	0.00	06/05/2018				No	0
101-430-3100-43810 Electric Utility				Traffic Lights - 5010 Stillwater Blvd N					
592862728 Total:		43.66							
592871167	5/21/2018	518.88	0.00	06/05/2018				No	0
602-495-9450-43810 Electric Utility				Lift Station - 8860 Hudson Blvd N					
592871167 Total:		518.88							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
592871695	5/21/2018	431.72	0.00	06/05/2018				No	0
601-494-9400-43810 Electric Utility				Water Tower 3 - 1341 Inwood Ave N					
592871695 Total:		431.72							
592880206	5/21/2018	343.35	0.00	06/05/2018				No	0
101-420-2220-43810 Electric Utility				Fire Station 1 - 3510 Laverne					
592880206 Total:		343.35							
592944571	5/22/2018	26.91	0.00	06/05/2018				No	0
101-430-3100-43810 Electric Utility				Street Lights - 3014 Jamley					
592944571 Total:		26.91							
Xcel Energy Total:		4,571.37							
Report Total:		950,493.06							





## STAFF REPORT

DATE: June 5, 2018

**CONSENT**

ITEM #: 3

**TO:** City Council

**FROM:** Greg Malmquist, Fire Chief

**AGENDA ITEM:** Conditional Job Offer to Part Time Firefighter Applicants, Sam Goecke and Simon Wirth

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

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### **BACKGROUND:**

The City advertised for applications for Part Time Firefighter positions. On Tuesday May 22<sup>nd</sup> applicants were interviewed by staff.

### **ISSUE BEFORE COUNCIL:**

Should the Council make a conditional job offer to Sam Goecke and Simon Wirth, to allow them to continue in the hiring process?

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

Staff is recommending the Council make the offer to both applicants to allow them to proceed in the process.

Both applicants have met the minimum requirements of the hiring process as well as the interview process. Upon approval of this Conditional Job Offer applicants will move forward in the process. Pending successful completion of the following: 1) Background Check, 2) Ability Test, 3) Pre-Placement Physical and 4) Psychological Evaluation, applicants will be placed on the department as Part Time Firefighters under a six month probationary period.

### **FISCAL IMPACT:**

Psychological Exam = \$425.00 x 2, Preplacement Physical Exam = \$363.00 x 2 for a total of \$1576.00.

Wage of \$17.00/hour when shift coverage starts. Wage and benefits are provided within the 2018 adopted budget.

### **OPTIONS:**

- 1) Make conditional job offer to continue with process.
- 2) Do not approve conditional job offers

### **RECOMMENDATION:**

If removed from consent agenda:

**Motion of a conditional job offer to Sam Goecke and Simon Wirth, to allow them to continue with and complete the additional requirements of the hiring process. 1) Background Check, 2) Ability Test, 3) Pre-Placement Physical and 4) Psychological Evaluation.**

### **ATTACHMENTS:**

None



## STAFF REPORT

DATE: June 5, 2018

**CONSENT**

ITEM #: 4

**TO:** Mayor and Council

**AGENDA ITEM:** Accept resignation of Firefighter Jeremy Penman

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

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**BACKGROUND:**

Firefighter Jeremy Penman submitted his resignation as Part-time Firefighter effective May 1st. Mr. Penman will be staying on as a Paid-on-Call and Substitute Firefighter

**ISSUE BEFORE COUNCIL:**

Should the Council accept Jeremy Penman's resignation as Part-time Firefighter?

**PROPOSAL:**

Staff recommends accepting Jeremy Penman's resignation as Part-time Firefighter.

**RECOMMENDATION:**

If removed from the consent agenda:

*"Move to accept Jeremy Penman's resignation as Part-time Firefighter."*

**ATTACHMENTS:** None



## STAFF REPORT

DATE: 6/5/2018

**CONSENT**

ITEM #: 5

**TO:** City Council

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

**AGENDA ITEM:** Savona Park Zip Line

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

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**BACKGROUND:** In March 2017 the City Council reviewed and approved amenities to be included in the construction of Savona Park. Residents of the neighborhood submitted requests for amenities and brought those request forward for staff and Parks Commission review.

**ISSUE BEFORE COUNCIL:** Does the City Council support and approve installation of a Zip Line in lieu of a basketball court?

**PROPOSAL DETAILS/ANALYSIS:** Since Commission recommendation and Council approval of Savona Park Construction several obstacles have risen with the size and topography of the park parcel along with orientation and installation of park amenities. One such challenge is the installation of a basketball court. With the natural features of the land staff feels it will be difficult to install a basketball court without significant grading and tree removal. Grading needs to take place to ensure the natural water drainage is diverted away from the proposed court location and tree removal will need to take place allowing for grading and adequate space for the court. If the required number of trees are removed to allow for drainage and basketball court installation a “natural buffer” between the park and several residential back yards will no longer exist.

After review of the initial survey and amenity request from Savona residents, staff feels the addition of a zip line in place of the basketball court will meet the needs of area residents. An email was sent to the original survey facilitator and support for the zip line was confirmed rather than removal of several trees to allow for a basketball court.

**FISCAL IMPACT:** No new addition impact is expected beyond the approved \$150,000

**OPTIONS:**

- Approve Zip Line installation in place of basketball court
- Deny Zip Line installation and continue with basketball court installation
- Table for further discussion

**RECOMMENDATION:** *if removed from Consent Agenda*

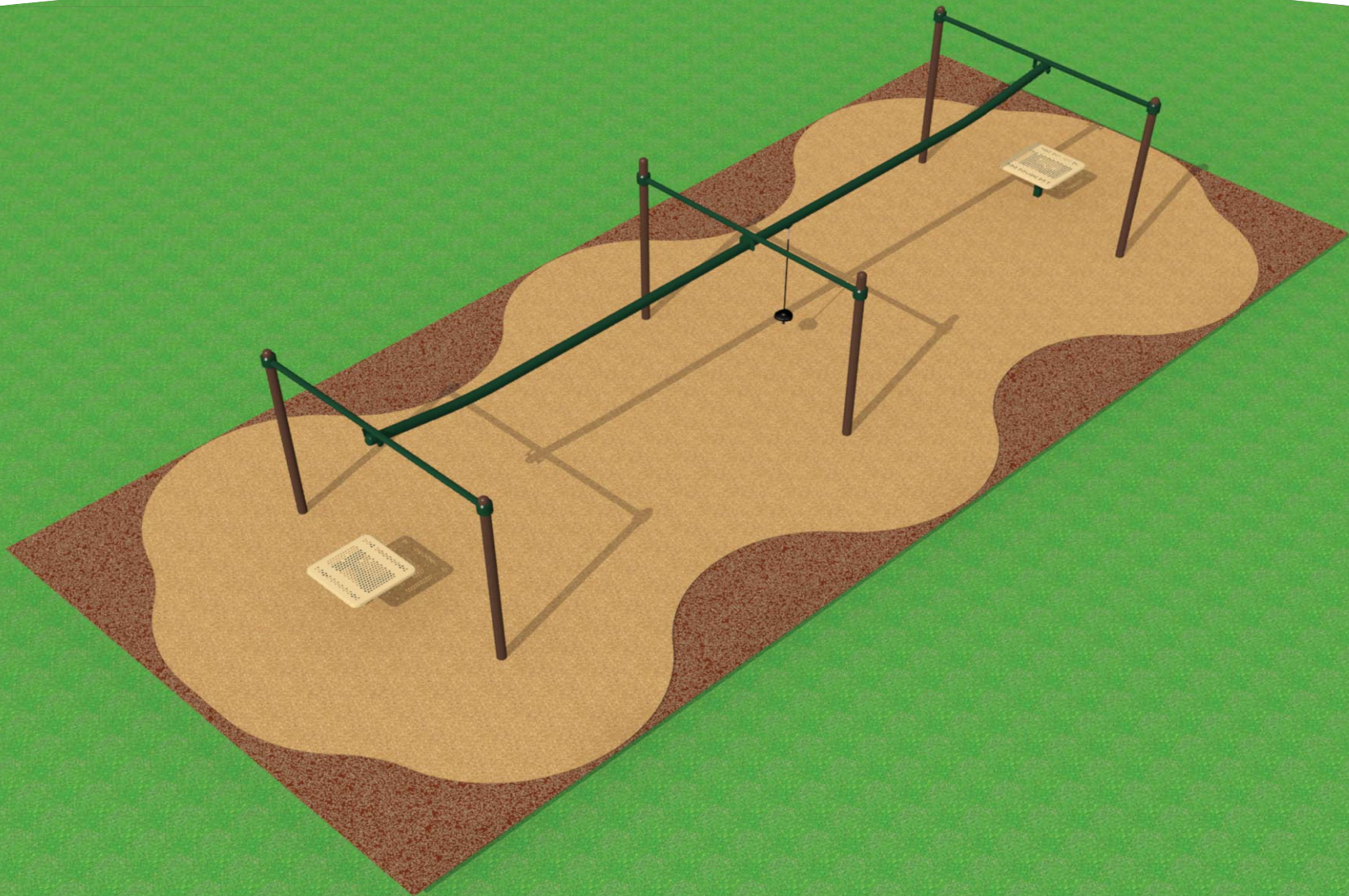
**“Motion to approve installation of a Zip Line in lieu of a basketball court at Savona Park”**

**ATTACHMENTS:**

- Zip Line Drawings
- Quote

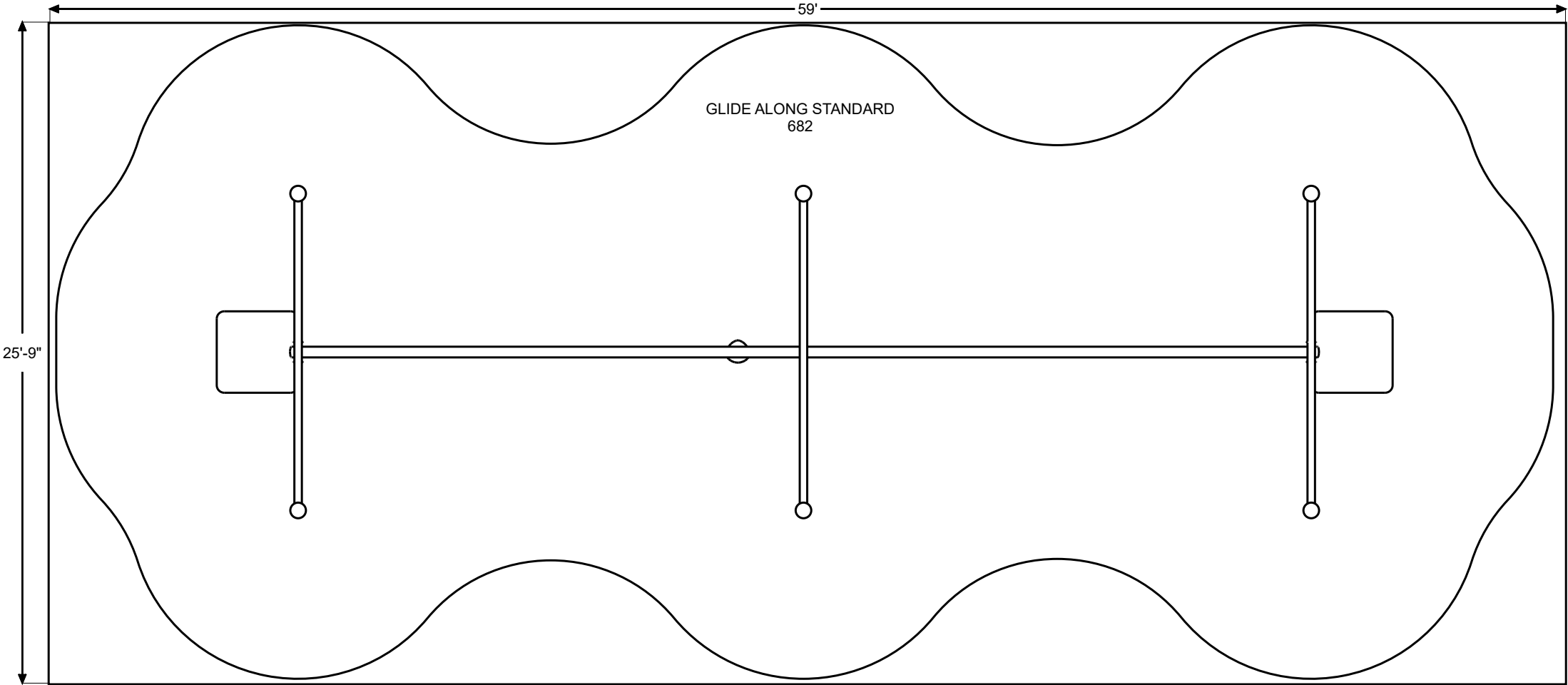


# Savona Park- Glide Along Lake Elmo, MN



Savona Park- Glide Along  
Lake Elmo, MN

FOR KIDS AGES  
**5-12**  
YEARS



To verify product certification,  
visit [www.ipema.org](http://www.ipema.org)



**WEBBER RECREATIONAL DESIGN, INC.**

1442 Brooke Court  
Hastings, MN

PHONE NO: (651) 438-3630

FAX NO: (651) 438-3939

GROUND SPACE: 46'-0" x 13'-6"

PROTECTIVE AREA: 58'-6" x 25'-6"

DRAWN BY: Jay Webber

DATE: 4/30/2018

**R0013\_43220456601**



COMPLIES TO ASTM/CPSC

To promote safe and proper equipment use by children. Miracle recommends the installation of either a Miracle safety sign or other appropriate safety signage near each playsystem's main entry point(s) to inform parents and supervisors of the age appropriateness of the playsystem and general rules for safe play.

THE PLAY COMPONENTS IDENTIFIED IN THIS PLAN ARE IPEMA CERTIFIED. THE USE AND LAYOUT OF THESE COMPONENTS CONFORM TO THE REQUIREMENTS OF ASTM F1487.

AN ENERGY ABSORBING PROTECTIVE SURFACE IS REQUIRED UNDER & AROUND ALL PLAY SYSTEMS





Miracle Recreation Equip. Co.  
878 E. US Hwy 60  
Monett, MO 65708  
1-888-458-2752

QUOTE: R0013183100  
CUSTOMER: 5504B09  
Project: R0013\_43220456601\_01

**Prepared For:**

Rob Weldon  
City of Lake Elmo  
3800 Laverne Avenue N.  
Lake Elmo, MN 55042  
(651) 747-3941 (phone)  
RWeldon@lakeelmo.org

**Project Name & Location:**

Savona Park  
Glide Along

**Prepared by:**

Webber Recreational Design, Inc.

1442 Brooke Court  
Hastings, MN 55033  
(651) 438-3630 (phone)  
(651) 438-3939 (fax)  
jwebber@webberrec.com

**Ship To Address:**

Rob Weldon  
City of Lake Elmo  
3445 Ideal Avenue N.  
Lake Elmo, MN 55042  
(651) 248-7828 (phone)  
RWeldon@lakeelmo.org

**End User:**

Rob Weldon  
City of Lake Elmo  
3445 Ideal Avenue N.  
  
Lake Elmo, MN 55042(651)  
248-7828 (phone)  
RWeldon@lakeelmo.org

Quote Number: R0013183100  
Quote Date: 4/30/2018  
Valid For: 30 Days From Quote Date

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**PlayArea\_1**

Product line: KidsChoice  
Age group: 5-12

**Global defaults**

Accent - FS	FOREST GREEN
Post - FS	DARK BROWN
PVC - FS	SAND

**Components**

Part Number	Description	Qty	Weight
682	GLIDE ALONG STANDARD	1	1,300.00

**Parts By Other**

Part Number	Description	Qty	Weight
12" EWF	12" Compacted Engineered Wood Fiber Delivered and Spread! (100 Yards)	1	0.00



## Totals:

Equipment Weight:	1,300.00 lbs
Equipment Price:	\$8,813.00
Freight:	\$704.60
Installation:	\$4,200.00
Products by Other:	\$2,950.00
SubTotal:	\$16,667.60
<b>Grand Total:</b>	<b>\$16,667.60</b>

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## Notes:

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This Quote shall not become a binding contract until signed and delivered by both Customer and Miracle Recreation Equipment Company ("Miracle"). Sales Representative is not authorized to sign this Quote on behalf of Miracle or Customer, and signed Quotes cannot be accepted from Sales Representative. To submit this offer, please sign below and forward a complete signed copy of this Quote directly to "Miracle Sales Administration" via fax (417) 235-3551 or email: [orders@miraclerec.com](mailto:orders@miraclerec.com). Upon acceptance, Miracle will return a fully-signed copy of the Quote to Customer (with copy to Sales Representative) via fax or email.

THIS QUOTE IS LIMITED TO AND GOVERNED BY THE TERMS CONTAINED HEREIN. Miracle objects to any other terms proposed by Customer, in writing or otherwise, as material alterations, and all such proposed terms shall be void. Customer authorizes Miracle to ship the Equipment and agrees to pay Miracle the total amount specified. Shipping terms are FOB the place of shipment via common carrier designated by Miracle. Payment terms are Net-30 days from invoice date with approved credit and all charges are due and payable in full at PO Box 204757, Dallas, TX 75320-4757, unless notified otherwise by Miracle in writing. Customer agrees to pay all additional service charges for past due invoices. Customer must provide proper tax exemption certificates to Miracle, and shall promptly pay and discharge all otherwise applicable taxes, license fees, levies and other impositions on the Equipment at its own expense. Purchase orders and payments should be made to the order of Miracle Recreation Equipment Company.

**Quote Number:** R0013183100    **Quote Date:** 4/30/2018    **Equipment:** \$8,813.00    **Grand Total:** \$16,667.60

CUSTOMER HEREBY SUBMITS ITS OFFER TO PURCHASE THE EQUIPMENT ACCORDING TO THE TERMS STATED IN THIS QUOTE AND SUBJECT TO FINAL APPROVAL BY MIRACLE.

### Submitted By

### Printed Name and Title

### Date

THE FOREGOING QUOTE AND OFFER ARE HEREBY APPROVED AND ACCEPTED BY MIRACLE RECREATION EQUIPMENT

By:

Date:

### ADDITIONAL TERMS & CONDITIONS OF SALE

1. Use & Maintenance. Customer agrees to regularly inspect and maintain the Equipment, and to provide, inspect and maintain appropriate safety surfacing under and around the Equipment, in accordance with Miracle's product literature and the most current Consumer Product Safety Commission Handbook for Public Playground Safety.

2. Default, Remedies & Delinquency Charges. Customer's failure to pay any invoice when due, or its failure to otherwise comply with the terms of this Quote, shall constitute a default under all unsatisfied invoices ("Event of Default"). Upon an Event of Default, Miracle shall have all remedies available to it at law or equity, including, without limitation, all remedies afforded a secured creditor under the Uniform Commercial Code. Customer agrees to assist and cooperate with Miracle to accomplish its filing and enforcement of mechanic's or other liens with respect to the Equipment or its location or its repossession of the Equipment, and Customer expressly waives all rights to possess the Equipment after an Event of Default. All remedies are cumulative and not alternative, and no exercise by Miracle of a remedy will prohibit or waive the exercise of any other remedy. Customer shall pay all reasonable attorneys fees plus any costs of collection incurred by Miracle in enforcing its rights hereunder. Subject to any limitations under law, Customer shall pay to Miracle as liquidated damages, and not as a penalty, an amount equal to 1.5% per month of any payment that is delinquent in such month and is not received by Miracle within ten (10) days after the date on which due.

3. Limitation of Warranty/ Indemnity. MIRACLE MAKES NO EQUIPMENT WARRANTIES EXCEPT FOR THOSE STANDARD WARRANTIES ISSUED WITH THE EQUIPMENT, WHICH ARE INCORPORATED HEREIN BY THIS REFERENCE. MIRACLE SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. CUSTOMER AGREES TO DEFEND, INDEMNIFY AND SAVE MIRACLE HARMLESS FROM ALL CLAIMS OF ANY KIND FOR DAMAGES OF ANY KIND ARISING OUT OF CUSTOMERS ALTERATION OF THE EQUIPMENT, ITS FAILURE TO MAINTAIN THE EQUIPMENT, ITS FAILURE TO PROPERLY SUPERVISE EQUIPMENT USE, OR ITS FAILURE TO PROVIDE AND MAINTAIN APPROPRIATE TYPES AND DEPTHS OF SAFETY SURFACING BENEATH AND AROUND THE EQUIPMENT IN ACCORDANCE WITH MIRACLES INSTALLATION AND OWNERS MANUALS AND THE MOST CURRENT CONSUMER PRODUCT SAFETY COMMISSION HANDBOOK FOR PUBLIC PLAYGROUND SAFETY.

4. Restrictions. Until all amounts due hereunder are paid in full, Customer shall not: (i) permit the Equipment to be levied upon or attached under any legal process; (ii) transfer title to the Equipment or any of Customer's rights therein; or (iii) remove or permit the removal of the Equipment to any location not specified in this Quote.

5. Purchase Money Security Interest. Customer hereby grants, pledges and assigns to Miracle, and Miracle hereby reserves a purchase money security interest in, the Equipment in order to secure the payment and performance in full of all of Customer's obligations hereunder. Customer agrees that Miracle may file one or more financing statements, in order to allow it to perfect, acquire and maintain a superior security interest in the Equipment.

6. Choice of Law and Jurisdiction. All agreements between Customer and Miracle shall be interpreted, and the parties' obligations shall be governed, by the laws of the State of Missouri without reference to its choice of law provisions. Customer hereby consents to the personal jurisdiction of the state and federal courts located in the city and county of St. Louis, Missouri.

7. Title; Risk of Loss; Insurance. Miracle Retains full title to all Equipment until full payment is received by Miracle. Customer assumes all risk of loss or destruction of or damage to the Equipment by reason of theft, fire, water, or any other cause, and the occurrence of any such casualty shall not relieve the Customer from its obligations hereunder and under any invoices. Until all amounts due hereunder are paid in full, Customer shall insure the Equipment against all such losses and casualties.

8. Waiver; Invalidity. Miracle may waive a default hereunder, or under any invoice or other agreement between Customer and Miracle, or cure such a default at Customer's expense, but shall have no obligation to do either. No waiver shall be deemed to have taken place unless it is in writing, signed by Miracle. Any one waiver shall not constitute a waiver of other defaults or the same kind of default at another time, or a forfeiture of any rights provided to Miracle hereunder or under any invoice. The invalidity of any portion of this Quote shall not affect the force and effect of the remaining valid portions hereof.

9. Entire Agreement; Amendment; Binding Nature. This fully-executed Quote, as supplemented by Change Orders and invoices containing exact amounts of estimates provided herein, constitutes the complete and exclusive agreement between the parties. A Change Order is a written instrument signed by the Customer and Miracle stating their agreement as to any amendment in the terms of this Quote. Customer acknowledges that Change Orders may result in delays and additional costs. The parties agree that all Change Orders shall include appropriate adjustments in price and time frames relating to any requested amendments. Upon full execution, this Quote shall be binding upon and inure to the benefit of the parties and their successors and assigns.

10. Counterparts; Electronic Transmission. This Quote, any invoice, and any other agreement between the parties, may be executed in counterparts, each of which shall constitute an original. The facsimile or other electronic transmission of any signed original document and retransmission of any signed facsimile or other electronic transmission shall be the same as the transmission of an original. At the request of either party, the parties will confirm facsimile or other electronically transmitted signatures by signing an original document.

Rev E 021815



## STAFF REPORT

DATE: June 5, 2018  
CONSENT  
ITEM #: 6

**AGENDA ITEM:** Village East Trunk Sewer Improvements – Approve Release of Warranty Security

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

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**ISSUE BEFORE COUNCIL:** Should the City Council approve release of warranty security for the Village East Trunk Sewer Improvements?

**PROPOSAL DETAILS/ANALYSIS:** The Village East Trunk Utility Improvements were constructed by the developers for Village Preserve and Wildflower to support their subdivisions with sanitary sewer. The project was completed and accepted by the City in February 2016 and the 2-year warranty period was initiated. A security in the amount of 25% of the original security (\$190,501.75) was retained for the warranty period.

Staff has received and processed a request to release the warranty security for the Village East Trunk Sewer Improvements. A warranty walk-through was completed by City staff in January 2018 and all warranty items have since been addressed by the Developer. Release of the current security amount of \$190,501.75 is recommended.

**FISCAL IMPACT:** Release of the warranty security brings the project to a close. The trunk sanitary sewer and trunk watermain operation and maintenance becomes the responsibility of the City going forward.

**RECOMMENDATION:** Staff is recommending that the City Council, *as part of the Consent Agenda*, to approve the release of warranty security for the Village East Trunk Sewer Improvements as detailed in the respective worksheet. If removed from the consent agenda, the recommended motion for the action is as follows:

*“Move to approve the release of warranty security for the Village East Trunk Sewer Improvements as detailed in the respective Security Reduction Worksheet”.*

**ATTACHMENTS:**

1. None.



## STAFF REPORT

DATE: June 5, 2018  
CONSENT  
ITEM #: 7

**AGENDA ITEM:** Village Preserve 1<sup>st</sup> Addition – Approve Release of Warranty Security for Public Sanitary Sewer and Watermain

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

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**ISSUE BEFORE COUNCIL:** Should the City Council approve release of warranty security for public sanitary sewer and watermain for the Village Preserve 1<sup>st</sup> Addition development?

**PROPOSAL DETAILS/ANALYSIS:** The public sanitary sewer and watermain in Village Preserve 1<sup>st</sup> Addition development was completed and accepted by the City on March 15, 2016 and the 2-year warranty period was initiated. A security in the amount of 25% of the original security (\$141,281) was retained for the warranty period.

Staff has received and processed a request to release the warranty security for the public sanitary sewer and watermain in Village Preserve 1<sup>st</sup> Addition. A warranty walk-through was completed by City staff in January 2018 and all warranty items have since been addressed by the Developer. Release of the current security amount of \$141,281 is recommended.

**FISCAL IMPACT:** Release of the warranty security brings the public sanitary sewer and watermain portion of the project to a close. The operation and maintenance of the sanitary sewer and watermain becomes the responsibility of the City going forward.

**RECOMMENDATION:** Staff is recommending that the City Council, *as part of the Consent Agenda*, to approve the release of warranty security for public sanitary sewer and watermain in the Village Preserve 1<sup>st</sup> Addition development as detailed in the respective worksheet. If removed from the consent agenda, the recommended motion for the action is as follows:

***“Move to approve the release of warranty security for public sanitary sewer and watermain in the Village Preserve 1<sup>st</sup> Addition development as detailed in the respective Security Reduction Worksheet”.***

**ATTACHMENTS:**

1. Security Reduction Worksheet – Village Preserve 1<sup>st</sup> Addition.

## VILLAGE PRESERVE 1ST ADDITION

Time of Performance: October 31, 2016

DEVELOPMENT AGREEMENT AMOUNTS			REDUCTIONS					
CATEGORY	CONSTRUCTION	125% REMARKS	#1	#2	#3	#4	#5	#6
Grading	\$79,860	NA	Site Grading Agrmt: Assumed Replaced					
Shared Wildflower Improvements	\$255,801	\$319,751.25	Never Received: Provided by Wildflower					
Grading	\$456,502	\$570,627.50	\$570,628 100%					
Sanitary Sewer	\$227,849	\$284,811.25	\$213,608 75%				\$71,203 25%	
Watermain	\$224,251	\$280,313.75	\$210,235 75%				\$70,078 25%	
Streets (includes sidewalks/trails)	\$727,995	\$909,993.75	\$163,799 18%	\$518,696 75%				
Surface Water Facilities	\$225,248	\$281,560.00	\$140,780 50%	\$70,390 75%				
Erosion Control	\$27,970	\$34,962.50				\$26,222		
Sidewalks/Trails	NA	NA Included in Streets						
Street Lighting	NA	NA By Xcel Energy						
Street Signs and Traffic Control Signs	\$3,600	\$4,500.00				\$3,375		
Landscaping	\$105,453	\$131,816.25						
Tree Preservation and Restoration	NA	NA included in Erosion Control						
Wetland Mitigation and Buffers	NA	NA LOC Through VBWD						
Monuments	\$4,600	\$5,750.00				\$4,313		
Miscellaneous Facilities	NA	NA None						
Record Drawings + PL	\$2,500	\$3,125.00				\$2,344		
<b>TOTALS</b>	<b>\$2,005,968</b>	<b>\$2,507,460.00</b>	RELEASED AMOUNTS: \$728,423	\$589,086	\$570,628	\$36,253	\$141,281	
		\$484,208	CUMMULATIVE AMOUNTS: \$728,423	\$1,317,509	\$1,888,137	\$1,924,390	\$2,065,671	
			SECURITY AMOUNT REMAINING: \$1,779,037	\$1,189,951	\$619,323	\$583,070	<b>\$441,789</b>	
			DATE: 3/15/2016	8/2/2016	9/6/2016	12/19/2017	6/5/2018	



## STAFF REPORT

DATE: June 5, 2018

**CONSENT**

ITEM #: 8

**AGENDA ITEM:** 2018 Water System Evaluation Update – Authorize AE2S Task Order

**SUBMITTED BY:** Jack Griffin, City Engineer

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

---

**ISSUE BEFORE COUNCIL:** Should the City Council approve a Task Order for Advanced Engineering and Environmental Services, Inc. (AE2S) to update the water system distribution model and perform an updated water system evaluation?

**PROPOSAL DETAILS/ANALYSIS:** The City Engineer is recommending that the City retain Professional Engineering Services to conduct a Water System Evaluation Update to incorporate water system improvements, including developer installed improvements, into the City water distribution model and evaluating the water system performance.

Significant water system improvements have been constructed and placed online by the City since the last water model update. The model needs to be kept current so that the model may be utilized to evaluate future performance and system needs based on planned growth and development. The study will specifically evaluate the timing for a new water supply well and the timing for a new elevated storage tank in response to the loss of Well No. 1, and the updated 2040 Comprehensive land use plan and staging plan. The hydraulic studies will identify the preliminary design information for these water system components including an updated trunk watermain size evaluation.

**FISCAL IMPACT:** \$20,334 to be paid from the Water Core Fund.

**RECOMMENDATION:** Staff is recommending that the City Council approve, *as part of the consent agenda*, Task Order No. 6 for AE2S to perform a 2018 Water System Evaluation Update in the not to exceed amount **\$20,334**. If removed from the consent agenda, the recommended motion for this action is as follows:

*“Move to approve Task Order No. 6 for AE2S to perform a 2018 Water System Evaluation Update in the not to exceed amount \$20,334.”*

**ATTACHMENTS:**

1. Advanced Engineering and Environmental Services (AE2S) – Task Order No. 6.



In accordance with ARTICLE 1 of the Master AGREEMENT between the City of Lake Elmo (“CITY”) and ***Advanced Engineering and Environmental Services, Inc.*** (“ENGINEER”), dated August 14, 2012 (“AGREEMENT”), the ENGINEER agrees to provide Professional Engineering Support Services as follows:

### **WATER DISTRIBUTION SYSTEM 2018 MODEL UPDATE**

#### **PROJECT OVERVIEW:**

Update the existing water distribution system hydraulic model to incorporate recent developments and City projects. Evaluate the impacts of removing Well #1. Develop a strategic plan for expansion of the water supply and distribution system, as necessary to responsibly and cost-effectively accommodate future growth in Lake Elmo.

This project will specifically evaluate the timing of new well capacity and the impact of new and proposed developments on the Lake Elmo Water distribution system. It will establish development parameters that can be used to determine when new capacity is required. The project will also evaluate trunk pipe sizing, wells and storage needs to supply the planned service area and determine the timing for the necessary improvements.

The future approach is flexible and will be developed in collaboration with Focus Engineering, and in the best interest of the City of Lake Elmo.

**SERVICES TO BE PROVIDED BY ENGINEER:** AE2S shall provide the following Professional Engineering Services:

#### Update Existing Water Model

1. Update the computer model (InfoWater) to accurately reflect recent changes to the water distribution system.
2. Remove Well #1 from the system.

#### Evaluate Timing Needs for New Well

3. Model existing water system based on historic demand and current rate of development. The goal is to understand the timing needs for a new well.

#### Evaluate Future Improvements

4. Model the system based on future land use plan as developed for the City’s comprehensive plan. Verify trunk pipe sizing, wells and storage to supply the planned service area and determine the timing of the facilities going on line.

## Technical Memorandum

5. Prepare a Technical Memorandum documenting the analysis and recommendations outlined in this Task Order No. 6.

Items not included in the proposed scope are as follows:

1. Analysis of existing water quality.
2. Analysis of capacity of existing or proposed wells.
3. Model calibration using pressure gages and hydrant flow testing.

**CITIES RESPONSIBILITIES:** The City (or its consultants) will provide the following:

- Any changes/updates to the water distribution system that have been implemented in the past two years (since the model was last updated);
- Provide information related to pressure zone changes;
- Provide construction plans, for any new projects constructed in the last two years.
- Provide construction plans, including pipe invert elevations, shop drawings and pressure settings for new pressure reducing valve installation;
- Provide information on current number of RECs in newly developed areas;
- Provide information on proposed rate of development in newly developed areas;
- Prepare and present findings to city staff and council.

**TIMES FOR RENDERING SERVICES:** ENGINEER shall perform its services and provide deliverables in accordance with the following schedule:

- Work shall be completed by July 27, 2018.

Note that the proposed project schedule is dependent on timely receipt of information required from the Owner.

**CITY'S REPRESENTATIVE AND CONTRACT ADMINISTRATION:** The CITY's representative with respect to services rendered by ENGINEER under this TASK ORDER shall be the City Engineer. Project correspondence must be addressed to:

Jack Griffin, P.E., City Engineer  
City of Lake Elmo  
3800 Laverne Avenue North  
Lake Elmo, MN 55042  
651.300.4264  
Email: [Jack.griffin@focusengineeringinc.com](mailto:Jack.griffin@focusengineeringinc.com)

**COMPENSATION:** Compensation to ENGINEER shall be on an hourly rate basis using the hourly billing rates provided in the ENGINEER's Proposal for the work, in a not to exceed amount of.

AE2S proposes to provide the professional services for Water Distribution System 2018 Update consistent with the Scope of Services outlined above on an estimated hourly (plus expenses) basis not to exceed. An outline of the primary scope items is provided in the following table.

Phase 1	Professional Fees (Total)
Update Existing Model	\$3,038
Evaluate Timing Needs for New Well	\$5,446
Evaluate Future Improvements	
▪ Evaluate Demands	\$748
▪ Verify Pipe Sizing, Wells and Storage	\$6,732
Prepare Summary Report	\$4,370
<b>Total Professional Services =</b>	<b>\$20,334</b>

Payment for Services shall be in accordance with ARTICLE 3.2 of the Master AGREEMENT. Invoices should be sent to the attention of the City Engineer.

**ATTACHMENTS:** The following documents are incorporated by reference: *NA*

**APPROVAL AND ACCEPTANCE:** Approval and Acceptance of this Task Order, including the attachment(s) listed above, shall incorporate this document as part of the AGREEMENT. ENGINEER is authorized to begin performance of services upon receipt of a copy of this Task Order signed by CITY.

The Effective Date of this Task Order is June 5, 2018.

ADVANCED ENGINEERING AND  
ENVIRONMENTAL SERVICES, INC.

CITY OF LAKE ELMO, MINNESOTA

By \_\_\_\_\_

Grant L. Meyer, P.E.  
Client Program Leader

By \_\_\_\_\_

City Administrator



## **STAFF REPORT**

DATE: June 5, 2018

**REGULAR #9**

**MOTION**

**AGENDA ITEM:** 2018 Bonding for Brookfield Building, Quit Claim Deed and Lease Purchase Agreement with EDA

**TO:** Mayor and City Council

**SUBMITTED BY:** Kristina Handt, EDA Executive Director

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### **BACKGROUND:**

In 2017 the City engaged BKV Group to complete a space needs study for city hall, fire and public works. The final draft report was presented to Council in December 2017. Also, in December 2017 the Council discussed purchasing the Brookfield Building (3880 Laverne Ave N) across from city hall. In January 2018 a purchase agreement was approved which included a number of contingencies including financing of the purchase, building inspection, and building fit analysis.

Staff met with Northland Securities in January to discuss financing options. Since the intention was to retain the tenants for a period of time (through their lease terms), the City is prohibited from issuing general obligation bonds as much of the building (about 75%) could be used for non-city business (other tenants in the private and non-profit sector). The Council had the option to just pay cash for the purchase (\$875,000) but decided they would rather borrow the funds so as not to reduce the city's fund balance by so much. The EDA has statutory powers which allows it to issue taxable bonds for non-governmental purposes such as this.

The city had CEG Assessments perform a property condition assessment and environmental assessment of the building. In addition, Leo A Daly performed a fit analysis to determine if the site could work for a city hall/fire station location. With additions for a council chamber and fire apparatus bay and remodeling of the interior it was shown to be able to meet the needs. In addition, costs estimates (including the purchase price) of the Brookfield site were estimated to be less than other options reviewed by the public at an open house in February. The public feedback supported the purchase of the Brookfield site as well.

The City closed on the purchase of the Brookfield site on April 25<sup>th</sup>. Fund balance was used at that time but is proposed to be replenished with the proceeds of the bond. The EDA will use the bond proceeds to purchase the property from the City. A quit claim deed is included in the packet.

### **ISSUE BEFORE COUNCIL:**

Should the Council approve the resolution to allow the EDA to borrow \$933,000? Should the Council approve the lease purchase agreement with the EDA?

**PROPOSAL DETAILS/ANALYSIS:**

Included in your packet is a resolution to consent to and approve the EDA resolution awarding the bond sale to Lake Elmo Bank at 4.5% interest for a 15 year term. The resolution includes recitals relating to the EDA's statutory powers (including HRA powers) and the City's purchase of the building at 3880 Laverne Ave and adjacent parcel. The resolution also approves the EDA lease of the property to the City with the option to purchase.

While the purchase price was \$875,000, the \$933,000 bonds includes some of the costs associated with the purchase such as the architect work to review the suitability of the building for use as a city hall/fire station, the building inspection and some legal fees related to the purchase and closing. There are also issuance costs and legal fees associated with the bond which make up the remaining balance.

In addition, this language allows the City to reimburse itself in the future when new bonds are issued to purchase the building site back, building additions and remodeling of the existing structure.

The lease agreement between the EDA and City is included. It allows the city to sublease and retain those rents but also then to be responsible for all costs associated with running the building. Semiannual lease payments are due from the City to the EDA at least three days before the bond payments are due. The lease also includes an option for the city to purchase the property in an amount equal to the outstanding principal payments plus accrued interest. At this point, staff anticipates the City will purchase the property back in 2022 when the lease expires for the last tenant. The timing will be part of the discussion as the City works on the 2019-2023 Capital Improvement Plan beginning later this month with the Finance Committee. If the City displaces any tenants before the end of their lease the city will have to pay relocation costs.

Tammy Omdahl, Northland Securities, will be at the meeting to present information to the Council and answer questions related to the bonding.

**FISCAL IMPACT:**

Staff expects the rents from other tenants to cover the bond payments as well as other operating costs through 2020. Beginning in 2021, the rental payments will not be enough to cover these costs as tenant leases begin to expire and an increase in operating costs are expected. If the City reduces its rent amount from the general fund to \$30,000/year (currently \$33,223 and would have grown to over \$35,000/year under the lease with the previous owners), then no additional tax revenue will be needed to cover operating costs and bond payments prior to the potential repurchase in 2022.

**OPTIONS:**

- 1) Approve Resolution No. 2018-059, Relating to Economic Development Authority Taxable Public Project Lease Revenue and Limited Tax Bonds, Series 2018A: Authorizing the Issuance of Bonds; Consenting to Limited Tax Pledge; and Authorizing the Execution of Documents.
- 2) Amend and then Approve Resolution No. 2018-059, Relating to Economic Development Authority Taxable Public Project Lease Revenue and Limited Tax Bonds, Series 2018A: Authorizing the Issuance of Bonds; Consenting to Limited Tax Pledge; and Authorizing the Execution of Documents.

- 3) Do not Approve Resolution No. 2018-059, Relating to Economic Development Authority Taxable Public Project Lease Revenue and Limited Tax Bonds, Series 2018A: Authorizing the Issuance of Bonds; Consenting to Limited Tax Pledge; and Authorizing the Execution of Documents.

**RECOMMENDATION:**

*Motion to Approve Resolution No. 2018-059, Relating to Economic Development Authority Taxable Public Project Lease Revenue and Limited Tax Bonds, Series 2018A: Authorizing the Issuance of Bonds; Consenting to Limited Tax Pledge; and Authorizing the Execution of Documents.*

**ATTACHMENT:**

- Resolution No. 2018-059, Relating to Economic Development Authority Taxable Public Project Lease Revenue and Limited Tax Bonds, Series 2018A: Authorizing the Issuance of Bonds; Consenting to Limited Tax Pledge; and Authorizing the Execution of Documents.
- Quit Claim Deed
- Lease Purchase Agreement between the EDA and City of Lake Elmo



CERTIFICATION OF MINUTES RELATING TO  
\$933,000 TAXABLE PUBLIC PROJECT LEASE REVENUE  
AND LIMITED TAX BONDS, SERIES 2018A

City: City of Lake Elmo, Minnesota

Governing Body: City Council

Kind, date, time and place of meeting: A regular meeting held on June 5, 2018, at or after 7:00 p.m., at the City Hall.

Members present:

Members absent:

Documents Attached:

Minutes of said meeting (including):

RESOLUTION NO. 2018-059

RESOLUTION RELATING TO ECONOMIC DEVELOPMENT AUTHORITY  
TAXABLE PUBLIC PROJECT LEASE REVENUE AND LIMITED TAX  
BONDS, SERIES 2018A; AUTHORIZING THE ISSUANCE OF BONDS;  
CONSENTING TO LIMITED TAX PLEDGE; AND AUTHORIZING THE  
EXECUTION OF DOCUMENTS

I, the undersigned, being the duly qualified and acting recording officer of the public corporation issuing the bonds referred to in the title of this certificate, certify that the documents attached hereto, as described above, have been carefully compared with the original records of said corporation in my legal custody, from which they have been transcribed; that said documents are a correct and complete transcript of the minutes of a meeting of the governing body of said corporation, and correct and complete copies of all resolutions and other actions taken and of all documents approved by the governing body at said meeting, so far as they relate to said bonds; and that said meeting was duly held by the governing body at the time and place and was attended throughout by the members indicated above, pursuant to call and notice of such meeting given as required by law.

WITNESS my hand officially as such recording officer this \_\_\_\_ day of June, 2018.

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City Clerk

Councilmember \_\_\_\_\_ introduced the following resolution and moved its adoption, which motion was seconded by Councilmember \_\_\_\_\_:

RESOLUTION RELATING TO ECONOMIC DEVELOPMENT AUTHORITY  
TAXABLE PUBLIC PROJECT LEASE REVENUE AND LIMITED TAX  
BONDS, SERIES 2018A; AUTHORIZING THE ISSUANCE OF BONDS;  
CONSENTING TO LIMITED TAX PLEDGE; AND AUTHORIZING THE  
EXECUTION OF DOCUMENTS

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

Section 1. Recitals. The City has heretofore acquired certain real property located at or about 3880 Laverne Avenue N. and 39<sup>th</sup> Street and Laverne Avenue N., in the City of Lake Elmo, County of Washington, Minnesota, including a 2.06 acre parcel with an approximately 18,000 square foot building and a vacant .58 acre parcel (the “Real Property”), and the City has heretofore recorded or will record a quitclaim deed transferring title to the Real Property to the Economic Development Authority of the City of Lake Elmo, Minnesota (the “Authority”). The City now finds it necessary and desirable that the Authority issue its \$933,000 Taxable Public Project Lease Revenue and Limited Tax Bonds, Series 2018A (the “Bonds”) for the purpose of (i) financing the acquisition of the Real Property, and (ii) paying costs associated with the issuance of the Bonds (collectively, the “Project”).

Section 2. Authority. The City is authorized by Minnesota Statutes, Sections 465.71 and 471.64 to lease the Real Property from the Authority with an option to purchase pursuant to a Lease-Purchase Agreement dated as of June 1, 2018, between the City, as lessee, and the Authority, as lessor (the “Lease”), provided that the City retains the right to terminate said lease-purchase agreement at the end of any fiscal year during its term. It is hereby found, determined and declared to be necessary and desirable and in the best interest of the City to enter into the Lease with the Authority in order to provide for the financing of the Project by the Authority and the lease of the Real Property to the City.

Section 3. Authorization and Approval. The resolution of the Authority relating to the Bonds adopted the date hereof (the “Authority Resolution”) is hereby approved and the City hereby consents to and approves the issuance and sale of the Bonds by the Authority to Lake Elmo Bank, a Minnesota banking institution, and the pledge and levy of the HRA Levy (as defined in the Authority Resolution) on all taxable property in the City as contemplated in the Authority Resolution and the Indenture (as defined herein). The City hereby further approves the terms of the Trust Indenture dated as of June 1, 2018, to be executed by the Authority, relating to the Bonds (the “Indenture”). The execution and delivery of the purchase agreement for the Bonds by the Authority and the transfer of title to the Real Property to the Authority by quit claim deed are hereby also ratified and approved in all respects. The form of the Lease is hereby approved and shall be executed and delivered in the name and on behalf of the City by the Mayor and City Clerk or their authorized designees in substantially the form on file, but with such final changes thereto as may be approved by the officers executing the same, which approval shall be conclusively evidenced by the execution thereof. The Mayor and City Clerk or their authorized designees are

also authorized and directed to execute such closing certificates and other documents, instruments and certificates as may be necessary to complete the issuance and delivery of the Bonds and the consummation of the transaction contemplated thereby, including the acquisition of the Real Property and the financing of the Project. The Bonds, if issued, shall not constitute a charge, lien or encumbrance, legal or equitable, upon any property of the City or the Authority.

#### Section 4. Reimbursement.

##### 4.1 *Recitals.*

(a) The Internal Revenue Service has issued Section 1.150-2 of the Income Tax Regulations (the “Regulations”) dealing with the issuance of bonds, all or a portion of the proceeds of which are to be used to reimburse the City for project expenditures made by the City prior to the date of issuance.

(b) The Regulations generally require that the City make a declaration of its official intent to reimburse itself for such prior expenditures out of the proceeds of a subsequently issued series of bonds within 60 days after payment of the expenditures, that the bonds be issued and the reimbursement allocation be made from the proceeds of such bonds within the reimbursement period (as defined in the Regulations), and that the expenditures reimbursed be capital expenditures or costs of issuance of the bonds.

(c) The City desires to comply with requirements of the Regulations with respect to certain projects hereinafter identified.

##### 4.2 *Official Intent Declaration.*

(a) The City proposes to undertake the following project or projects and to make original expenditures with respect thereto prior to the issuance of reimbursement bonds, and reasonably expects to issue reimbursement bonds for such project or projects in the maximum principal amounts shown below:

#### Project

The acquisition of the Real Property and the construction of a new city hall or fire station.

#### Maximum Amount of Bonds Expected to be Issued for Project

\$15,000,000

(b) Other than (i) de minimis amounts permitted to be reimbursed pursuant to Section 1.150-2(f)(1) of the Regulations or (ii) expenditures constituting preliminary expenditures as defined in Section 1.150-2(f)(2) of the Regulations, the City will not seek reimbursement for any original expenditures with respect to the foregoing projects paid more than 60 days prior to the date of adoption of this resolution. All original expenditures for which reimbursement is sought will be capital expenditures or costs of issuance of the reimbursement bonds.

4.3. *Budgetary Matters.* As of the date hereof, there are no City funds reserved, pledged, allocated on a long term basis or otherwise set aside (or reasonably expected to be reserved, pledged, allocated on a long term basis or otherwise set aside) to provide permanent financing for the original expenditures related to the projects, other than pursuant to the issuance of the reimbursement bonds. Consequently, it is not expected that the issuance of the reimbursement bonds will result in the creation of any replacement proceeds.

Section 5. Effective Date. This resolution and the Authority Resolution shall be in full force and effect from and after the passage of this resolution.

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

and the following voted against the same:

whereupon the Resolution was declared duly passed and adopted.

(Top 3 inches reserved for recording data)

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**QUIT CLAIM DEED****Municipal Entity to Municipal Entity**

DATE: June 28, 2018

DEED TAX DUE: \$1.65

FOR VALUABLE CONSIDERATION, **CITY OF LAKE ELMO**, a municipal organization under the laws of Minnesota ("**Grantor**"), hereby conveys and quitclaims to the **ECONOMIC DEVELOPMENT AUTHORITY OF THE CITY OF LAKE ELMO**, municipal organization under the laws of Minnesota ("**Grantee**"), real property in Washington County, Minnesota, as legally described on the attached Exhibit A.

Check here if all or part of the described real property is Registered (Torrens) ☒

The total amount of consideration is five hundred dollars (\$500.00) or less.

together with all hereditaments and appurtenances belonging thereto.

*Check applicable box:*

- ☒ The Seller certifies that the Seller does not know of any wells on the described real property.
- ☐ A well disclosure certificate accompanies this document or has been electronically filed. (If electronically filed, insert WDC number: [...].)
- ☐ I am familiar with the property described in this instrument and I certify that the status and number of wells on the described real property have not changed since the last previously filed well disclosure certificate.

Grantor:

**CITY OF LAKE ELMO, MINNESOTA**

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

And

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

State of Minnesota, County of **Washington**

This instrument was acknowledged before me on **June \_\_\_\_\_, 2018**, by Mike Pearson, the Mayor and by Julie Johnson, the City Clerk of **CITY OF LAKE ELMO, a Minnesota municipal organization**, on behalf of the municipal organization.

(Seal, if any)

\_\_\_\_\_  
*(signature of notarial officer)*

Title (and Rank): \_\_\_\_\_

My commission expires: \_\_\_\_\_  
*(month/day/year)*

THIS INSTRUMENT WAS DRAFTED BY:  
**Dorsey & Whitney LLP (Canova)**  
**50 South Sixth Street, Suite 1500**  
**Minneapolis, MN 55402**

TAX STATEMENTS FOR THE REAL PROPERTY DESCRIBED IN THIS  
INSTRUMENT SHOULD BE SENT TO:

Economic Development Authority of the City of Lake Elmo  
Attn: Executive Director



**EXHIBIT A****DESCRIPTION OF REAL PROPERTY**

The North 126.89 feet of Lot 1, Block 2, Brookman Addition, according to the plat thereof on file and of record in the office of the County Recorder, Washington County, Minnesota, lying easterly of the West 199.91 feet thereof.

(PIN: 13.029.21.22.0025)  
(.58 acre parcel)

AND

The North 350.18 feet of Lot 1, Block 2, Brookman Addition, according to the plat thereof on file and of record in the office of the County Recorder, Washington County, Minnesota, except the West 199.91 feet of the North 126.89 feet of said Lot 1, Block 2, Brookman Addition; also except the North 126.89 feet of said Lot 1, Block 2, Brookman Addition, lying easterly of the West 199.91 feet thereof.

(PIN: 13.029.21.22.0026)  
(2.06 acre parcel)

**EXECUTION**

---

LEASE-PURCHASE AGREEMENT

between the

ECONOMIC DEVELOPMENT AUTHORITY  
OF THE CITY OF LAKE ELMO, MINNESOTA  
as Lessor

and the

CITY OF LAKE ELMO, MINNESOTA  
as Lessee

Dated as of June 1, 2018

---

Relating to:

TAXABLE PUBLIC PROJECT LEASE REVENUE  
AND LIMITED TAX BONDS, SERIES 2018A

This instrument drafted by:

Dorsey & Whitney LLP (NC)  
Suite 1500  
50 South Sixth Street  
Minneapolis, Minnesota 55402  
(612) 340-2600

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Exhibit A – A legal description of the Real Property.

Exhibit B – The schedule of Rental Payments to be paid by Lessee to Lessor, showing the date and amount of each Rental Payment.

## LEASE-PURCHASE AGREEMENT

This LEASE-PURCHASE AGREEMENT (the Lease) is executed as of June 1, 2018, between the ECONOMIC DEVELOPMENT AUTHORITY OF THE CITY OF LAKE ELMO, MINNESOTA, as lessor (together with its successors and assigns, Lessor), whose address is 3800 Laverne Avenue N., Lake Elmo, Minnesota 55042, and the CITY OF LAKE ELMO, MINNESOTA, as lessee (Lessee), whose address is 3800 Laverne Avenue N., Lake Elmo, Minnesota 55042.

### RECITALS

WHEREAS, the Lessee is authorized by Minnesota Statutes to acquire real and personal property by entering into lease-purchase agreements;

WHEREAS, the Lessor has authorized the issuance of its \$933,000 Taxable Public Project Lease Revenue and Limited Tax Bonds, Series 2018A (the Bonds), for the purpose of (i) acquiring certain the Real Property (as defined herein), and (ii) paying costs associated with the issuance of the Bonds (collectively, the Project);

WHEREAS, upon issuance of the Bonds, good and marketable title to the Real Property will be in the Lessor; and

WHEREAS, to secure payment of the Bonds, the Lessor hereby leases to the Lessee, and the Lessee hereby hires and takes from the Lessor, the Real Property, and for such purpose the Lessor grants to the Lessee for the term of this Lease all rights necessary for the Lessee to lease and purchase the Real Property.

NOW, THEREFORE, in the joint and mutual exercise of their powers, and in consideration of the mutual covenants herein contained, the parties hereto recite and agree as follows:



## ARTICLE I

### DEFINITIONS AND EXHIBITS

Section 1.1. Definitions. Unless the context otherwise requires, the terms defined in this Section shall, for all purposes of this Lease, have the meanings herein specified.

*Code* means the Internal Revenue Code of 1986, as now or hereafter amended, and the regulation and revenue rulings and procedures issued pursuant thereto from time to time.

*Fiscal Year* means each twelve month fiscal period of Lessee commencing on January 1 of any year and ending on the following December 31.

*Indenture* means the Trust Indenture entered into between Lessor and Trustee, dated as of the date hereof.

*Independent Counsel* means an attorney duly admitted to the practice of law before the highest court of any state who is not an officer or a full-time employee of Lessor, Lessee or an assignee thereof.

*Lessee Representative* means the City Administrator of Lessee, or any other person authorized to act on behalf of Lessee under or with respect to this Lease, as evidenced by a certificate conferring such authority executed by the City Administrator, given to the Trustee and the Lessor.

*Lessor Representative* means the President or Secretary of Lessor, or any other person authorized to act on behalf of Lessor under or with respect to this Lease, as evidenced by a certificate conferring such authority executed by the President, given to the Trustee and the Lessee.

*Net Proceeds* means any insurance proceeds or condemnation award paid with respect to the Real Property, remaining after payment therefrom of all expenses incurred in the collection thereof.

*Payment Date* means the date upon which any Rental Payment is due and payable as provided in the attached Exhibit B.

*Permitted Encumbrances* means, as of any particular time, (i) liens for taxes and assessments not then delinquent, or which Lessee may, pursuant to provisions of Article VII hereof, permit to remain unpaid; (ii) this Lease; (iii) any mechanic's, laborer's, materialmen's, supplier's or vendor's lien or right not filed or perfected in the manner prescribed by law, or which Lessee may, pursuant to provisions of Article VII hereof, permit to remain unpaid; (iv) minor defects and irregularities in the title to the Real Property which do not in the aggregate materially impair the use of the Real Property for the purposes for which it is or may reasonably be expected to be held; (v) easements, exceptions or reservations for the purpose of pipelines, telephone lines, telegraph lines, power lines and substations, roads, streets, alleys, highways, railroad purposes, drainage and sewage purposes, dikes, canals, laterals, ditches, the removal of oil, gas, coal or other minerals, and other like purposes, or for the joint or common use of real property, facilities and equipment, which do not materially impair the use of the Real Property for the purposes for which

it is or may reasonably be expected to be held; (vi) rights reserved to or vested in any municipality or governmental or other public authority to control or regulate or use in any manner any portion of the Real Property which do not materially impair the use of the Real Property for the purposes for which it is or may reasonably be expected to be held; (vii) present and future valid zoning laws and ordinances; and (viii) any liens or encumbrances of record as of the date hereof.

*Qualified Investments* means only those described in Minnesota Statutes, Section 475.67, Subdivision 8, or any successor statute.

*Real Property* means the real property legally described in Exhibit A which is located at or about 3880 Laverne Avenue N. and 39<sup>th</sup> Street and Laverne Avenue N., in the City of Lake Elmo, County of Washington, Minnesota, including a 2.06 acre parcel with an approximately 18,000 square foot building and a vacant .58 acre parcel.

*Rental Payment* means any payment due from Lessee to Lessor under Section 5.1 of this Lease.

*State* means the State of Minnesota.

*State and Federal Law or Laws* means the Constitution and laws of the State, any ordinance, rule or regulation of any agency or political subdivision of the State and any law of the United States, and any rule or regulation of any federal agency.

*Term of this Lease or Lease Term* means the period during which this Lease remains in effect as specified in Sections 4.1 and 4.2.

*Trustee* means U.S. Bank National Association, as trustee under the Indenture.

Section 1.2. Exhibits.

The following exhibits are attached to and by reference made a part of this Lease:

Exhibit A – A legal description of the Real Property.

Exhibit B – The schedule of Rental Payments to be paid by Lessee to Lessor, showing the date and amount of each Rental Payment.

## ARTICLE II

### REPRESENTATIONS, COVENANTS AND WARRANTIES

Section 2.1. Representations, Covenants and Warranties of Lessee. Lessee represents, covenants and warrants as follows:

- (a) Lessee is a duly formed and validly existing body corporate and political subdivision of the State, governed by the Constitution and laws of the State.
- (b) State and Federal Laws authorize Lessee to acquire, lease, operate and maintain the Real Property; to enter into this Lease and the transactions contemplated hereby; and to carry out its obligations under this Lease.
- (c) The officers of Lessee executing this Lease and the documents contemplated hereby have been duly authorized to execute and deliver this Lease and related documents under the terms and provisions of a resolution of Lessee's governing body or by other appropriate official action.
- (d) Lessee has complied with all open meeting laws, all public bidding laws and all other State and Federal Laws applicable to this Lease and the acquisition of the Real Property by Lessee.
- (e) Except as provided under the terms of this Lease, Lessee will not transfer, lease, assign, mortgage or encumber the Real Property.
- (f) Lessee may accomplish any of its obligations herein by an agent.

Section 2.2. Representations Covenants and Warranties of Lessor. Lessor represents, covenants and warrants as follows:

- (a) Lessor is a public body, corporate and politic duly organized, existing and in good standing under the laws of the State; has full and complete power to issue the Bonds and to enter into this Lease and to enter into and carry out the transactions contemplated hereby, and to carry out its obligations hereunder; is possessed of full power to own and hold real and personal property, and to lease the same; and has duly authorized the issuance and delivery of the Bonds and the execution and delivery of this Lease.
- (b) Neither the issuance and delivery of the Bonds nor the execution and delivery of this Lease, nor the fulfillment of or compliance with the terms and conditions hereof, nor the consummation of the transactions contemplated hereby, conflicts with or results in a breach of the terms, conditions or provisions of any law, regulation, restriction or any agreement or instrument to which Lessor is now a party or by which Lessor or its property is bound, or constitutes a default under any of the foregoing, or results in the creation or imposition of any lien, charge or encumbrance whatsoever upon any of the property or assets of Lessor, or upon the Real Property, except Permitted Encumbrances.

(c) Upon payment by Lessee of the amounts described in Section 10.1 hereof or the defeasance of Lessee's obligations hereunder pursuant to Article X hereof, Lessor will deliver to Lessee all documents which are or may be necessary to vest all of Lessor's right, title and interest in and to the Real Property in Lessee, and will release all liens and encumbrances created under this Lease.

## ARTICLE III

### AGREEMENT TO LEASE

Section 3.1. Lease. Lessor hereby leases, with an option to purchase, the Real Property to Lessee, and Lessee hereby leases, with an option to purchase, the Real Property from Lessor, upon the terms and conditions set forth in this Lease.

Section 3.2. Possession and Enjoyment. Lessor hereby covenants with respect to the Real Property to provide Lessee during the Term of this Lease with quiet use and enjoyment of the Real Property, and Lessee shall during such Lease Term peaceably and quietly have and hold and enjoy the Real Property, without suit, trouble or hindrance from Lessor, except as expressly set forth in this Lease. Lessor will, at the request of Lessee and at Lessee's cost, join in any legal action in which Lessee asserts its right to such possession and enjoyment to the extent Lessor may lawfully do so.

Section 3.3. Lessor Access to Real Property. Lessee agrees that Lessor shall have the right during Lessee's normal working hours on Lessee's normal working days to enter on and examine and inspect the Real Property for the purpose of assuring that the Real Property is being properly maintained, preserved and kept in good repair and condition. Lessee further agrees that Lessor shall have such rights of access to the Real Property as may be reasonably necessary to cause the proper maintenance of the Real Property in the event of failure by Lessee to perform its obligations hereunder.

## ARTICLE IV

### TERM OF LEASE

Section 4.1. Term of Lease. This Lease shall be and remain in effect with respect to the Real Property for a Lease Term commencing on the date of execution hereof and continuing until terminated as provided in Section 4.2.

Section 4.2. Termination of Lease Term. The Term of this Lease will terminate upon the occurrence of the first of the following events:

- (a) the termination by Lessee of its obligation to make any further Rental Payments in accordance with Section 6.1;
- (b) the exercise by Lessee of its option to purchase Lessor's interest in the Real Property or to defease its obligations hereunder pursuant to Article X;
- (c) a default by Lessee and termination of this Lease pursuant to Article XII; or
- (d) the payment by Lessee of all Rental Payments required to be paid by Lessee hereunder.



## ARTICLE V

### RENTAL PAYMENTS

Section 5.1. Rental Payments. Lessee shall pay semiannual Rental Payments with respect to the Real Property on each Payment Date, as set forth in Exhibit B, three business days prior to the dates that payments are due on the Bonds, as further described in the Indenture, which Rental Payments are sufficient to pay the principal of, premium, if any, on and interest on the Bonds when due. The Rental Payments shall be payable to the Trustee, as assignee of the Lessor's right, title and interest in such Rental Payments, at its address specified in Section 14.08 of the Indenture.

Section 5.2. Current Expense. The obligations of Lessee under this Lease, including its obligation to pay the Rental Payments due with respect to the Real Property in any Fiscal Year for which this Lease is in effect, shall constitute a current expense of Lessee for such Fiscal Year and shall not constitute an indebtedness of Lessee within the meaning of the Constitution and laws of the State. Nothing herein shall constitute a pledge by Lessee of any taxes or other moneys, other than moneys lawfully appropriated from time to time by or for the benefit of Lessee in its annual budget, the proceeds or Net Proceeds of the Real Property, to the payment of any Rental Payment or other amount coming due hereunder.

Section 5.3. Rental Payments to be Unconditional. Except as provided in Section 6.1, the obligation of Lessee to make Rental Payments due with respect to the Real Property or any other payments required hereunder shall be absolute and unconditional in all events. Notwithstanding any dispute between Lessee and Lessor or any other person, Lessee shall make all Rental Payments and other payments required hereunder when due and shall not withhold any Rental Payment or other payment pending final resolution of such dispute nor shall Lessee assert any right of set-off or counterclaim against its obligation to make such Rental Payments or other payments required under this Lease. Lessee's obligation to make Rental Payments or other payments during the Lease Term shall not be abated through accident or unforeseen circumstances. However, nothing herein shall be construed to release Lessor from the performance of its obligations hereunder, and if Lessor should fail to perform any such obligation, Lessee may institute such legal action against Lessor as Lessee may deem necessary to compel the performance of such obligation or to recover damages therefor.

Section 5.4. Reserved.

Section 5.5. Intent to Continue Rental Payments; Appropriations. Lessee presently intends to continue this Lease for the entire Term of this Lease and to pay all Rental Payments required hereunder. Lessee reasonably and in good faith believes that amounts sufficient to pay all Rental Payments due hereunder can and will lawfully be appropriated or budgeted and made available for this purpose during the Lease Term.

## ARTICLE VI

### NONAPPROPRIATION

Section 6.1. Termination of Lease. Lessee shall have the right to cancel and terminate this Lease, in whole but not in part, effective at the end of any Fiscal Year of Lessee, in the manner and subject to the terms specified in this Section and Section 6.3, if Lessee is not authorized by law to appropriate or does not appropriate moneys sufficient to pay the Rental Payments coming due in the next Fiscal Year. Lack of a sufficient appropriation shall be evidenced by a specific provision in Lessee's budget for the Fiscal Year in question so stating. Lessee may effect such termination by giving to Lessor a written notice of nonappropriation and termination and by paying to Lessor any Rental Payments which are due and have not been paid at or before the end of its then current Fiscal Year. Lessee shall endeavor to give notice of termination not less than 120 days prior to the end of such Fiscal Year, and shall notify Lessor of any anticipated termination.

Section 6.2. Return of Real Property. In the event of termination of this Lease as provided in Section 6.1, Lessee shall surrender possession of the Real Property to Lessor in accordance with Section 12.3, and release its interest in the same, as granted under this Lease, within 10 days after the termination of this Lease.

Section 6.3. Effect of Termination. Upon termination of Lessee's obligation to make Rental Payments as provided in Section 6.1, Lessee shall not be responsible for the payment of any additional Rental Payments coming due with respect to succeeding Fiscal Years, but if Lessee has not surrendered possession of the Real Property to Lessor in accordance with Sections 6.2 and 12.3, the termination shall nevertheless be effective, but Lessee shall be responsible for the payment of damages in an amount equal to the amount of the Rental Payments thereafter coming due under Exhibit B which are attributable to the number of days during which Lessee fails to take such actions.

Section 6.4. Reserved.

## ARTICLE VII

### MAINTENANCE; TAXES; INSURANCE; AND OTHER MATTERS

Section 7.1. Maintenance and Modification of Real Property by Lessee. Lessee shall, at its own expense, maintain, preserve and keep the improved portions of the Real Property in good repair, working order and condition, and shall from time to time make all repairs, replacements and improvements necessary to keep the improved portions of the Real Property in such condition. Lessor shall have no responsibility for any of these repairs, replacements or improvements. In addition, Lessee shall, at its own expense, have the right to remodel the improved portions of the Real Property or to make additions, modifications and improvements thereto. All such additions, modifications and improvements shall thereafter comprise part of the Real Property and be subject to the provisions of this Lease. Such additions, modifications and improvements shall not in any way damage the improved portions of the Real Property nor cause the Real Property to be used for purposes other than those authorized under the provisions of State law, and the Real Property, upon completion of any additions, modifications and improvements made pursuant to this Section, shall be of a value not less than the value of the Real Property immediately prior to the making of such additions, modifications and improvements. Any property for which a substitution or replacement is made pursuant to this Section may be disposed of by Lessee in such manner and on such terms as are determined by Lessee. Lessee will not permit any mechanic's or other lien to be established or remain against the Real Property for labor or material furnished in connection with any remodeling, additions, modifications, improvements, repairs, renewals or replacements made by Lessee pursuant to this Section; provided that if any such lien is established and Lessee shall first notify Lessor of Lessee's intention to do so, Lessee may in good faith contest any lien filed or established against the Real Property, and in such event may permit the items so contested to remain undischarged and unsatisfied during the period of such contest and any appeal therefrom unless Lessor shall notify Lessee that, in the opinion of Independent Counsel, by nonpayment of such item the interest of Lessor in the Real Property will be materially endangered or the Real Property or any part thereof will be subject to loss or forfeiture, in which event Lessee shall promptly pay and cause to be satisfied and discharged all such unpaid items or provide Lessor with full security against any such loss or forfeiture, in form satisfactory to Lessor. Lessor will cooperate fully with Lessee in any such contest, upon the request and at the expense of Lessee.

Section 7.2. Taxes, Other Government Charges and Utility Charges. Lessee shall also pay when due all gas, water, steam, electricity, heat, power, telephone, and other charges incurred in the operation, maintenance, use, occupancy and upkeep of the Real Property. Lessee shall also pay all property and excise taxes and governmental charges of any kind whatsoever which may at any time be lawfully assessed or levied against or with respect to the Real Property or any part thereof, and which become due during the Term of this Lease with respect thereto, and all special assessments and charges lawfully made by any governmental body for public improvements that may be secured by a lien on the Real Property; provided that with respect to special assessments or other governmental charges that may lawfully be paid in installments over a period of years, Lessee shall be obligated to pay only such installments as are required to be paid during the Term of this Lease as and when the same become due.

Lessee may, at Lessee's expense and in Lessee's name, in good faith contest any such taxes, assessments, utility and other charges and, in the event of any such contest, may permit the

taxes, assessments or other charges so contested to remain unpaid during the period of such contest and any appeal therefrom unless Lessor shall notify Lessee that, in the opinion of Independent Counsel, by nonpayment of any such items the interest of Lessor in the Real Property will be materially endangered or the Real Property or any part thereof will be subject to loss or forfeiture, in which event Lessee shall promptly pay such taxes, assessments or charges or provide Lessor with full security against any loss which may result from nonpayment, in form satisfactory to Lessor.

Section 7.3. Liability Insurance. Upon receipt of possession of the Real Property, the Lessee shall take such measures as may be necessary to ensure that any liability for injuries to or death of any person or damage to or loss of property arising out of or in any way relating to the condition or the operation of the Real Property or any part thereof, is covered by a blanket or other general liability insurance policy maintained by the Lessee. The Net Proceeds of all such insurance shall be applied toward extinguishment or satisfaction of the liability with respect to which any Net Proceeds may be paid.

Section 7.4. Lessee's Negligence. Lessee assumes all risks and liabilities, whether or not covered by insurance, for loss or damage to the Real Property and for injury to or death of any person or damage to any property, whether such injury or death be with respect to agents or employees of Lessee or of third parties, and whether such property damage be to Lessee's property or the property of others, which is proximately caused by the negligent conduct of Lessee, its officers, employees and agents. Lessee hereby assumes responsibility for and agrees to reimburse Lessor and Trustee for all liabilities, obligations, losses, damages, penalties, claims, actions, costs and expenses (including reasonable attorney's fees) whatsoever kind and nature, imposed on, incurred by or asserted against Lessor or Trustee that in any way relate to or arise out of a claim, suit or proceeding based in whole or in part upon the negligent conduct of Lessee, its officers, employees and agents, to the maximum extent permitted by law.

Section 7.5. Property Insurance. Upon receipt of possession of the Real Property, the Lessee shall have and assume the risk of loss with respect thereto. The Lessee shall procure and maintain continuously in effect during the Lease Term, all-risk insurance, subject only to the standard exclusions contained in the policy, in such amount as will be at least sufficient so that a claim may be made for the full replacement cost of any part thereof damaged or destroyed and to pay the applicable purchase price of the Real Property as set forth in Section 10.1. Such insurance may be provided by a rider to an existing policy or under a separate policy. Such insurance may be written with customary deductible amounts. The Net Proceeds of insurance required by this Section shall be applied to the prompt repair, restoration or replacement of the Real Property, or to the purchase of the Real Property, as provided in Section 8.1. Any Net Proceeds not needed for those purposes shall be paid to the Lessee.

Section 7.6. Worker's Compensation Insurance. If required by State law, the Lessee shall carry worker's compensation insurance covering all its employees on, in, near or about the Real Property. Alternatively, the Lessee may self-insure against such liabilities in accordance with applicable law.

Section 7.7. Other Insurance and Requirements for All Insurance. All insurance required by this Article may be carried under a separate policy or a rider or endorsement; shall be

taken out and maintained with responsible insurance companies organized under the laws of one of the states of the United States and qualified to do business in the State; shall contain a provision that the insurer shall not cancel or revise coverage thereunder without giving written notice to all parties at least ten (10) days before the cancellation or revision becomes effective; and shall name Lessee and Lessor as insured parties. Lessee shall deposit with Lessor policies evidencing any such insurance procured by it, or a certificate or certificates of the respective insurers stating that such insurance is in full force and effect. Before the expiration of any such policy, Lessee shall furnish to Lessor evidence that the policy has been renewed or replaced by another policy conforming to the provisions of this Article, unless such insurance is no longer obtainable in which event Lessee shall notify Lessor of this fact.

Section 7.8. Advances. If Lessee shall fail to perform any of its obligations under this Lease, Lessor may, but shall not be obligated to take such action as may be necessary to cure such failure, including the advancement of money, and Lessee shall be obligated to repay all such advances on demand with interest at the maximum rate permitted by law or 12%, whichever is less, from the date of the advance to the date of repayment.

Section 7.9. Liens. Lessee shall not, directly or indirectly, create, incur, assume or suffer to exist any mortgage, pledge, lien, charge, encumbrance or claim on or with respect to the Real Property, other than the respective rights of Lessor and Lessee as herein provided and Permitted Encumbrances. Except as expressly provided in this Article, Lessee shall promptly, at its own expense, take such action as may be necessary duly to discharge or remove any such mortgage, pledge, lien, charge, encumbrance or claim.

## ARTICLE VIII

### DAMAGE, DESTRUCTION AND CONDEMNATION; USE OF NET PROCEEDS

Section 8.1. Damage, Destruction and Condemnation. If (i) more than 25% of the value of the Real Property or any portion thereof is destroyed or is damaged by fire or other casualty, or (ii) title to or the temporary use of the Real Property or any part thereof, or the interest of Lessee or Lessor in the Real Property or any part thereof, shall be taken under the exercise of the power of eminent domain by any governmental body or by any person, firm or corporation acting under governmental authority, Lessee, unless it has determined to terminate this Lease in accordance with Section 6.1 hereof, shall be entitled to the Net Proceeds of any insurance or condemnation award and shall apply such Net Proceeds (x) to the prompt repair, restoration, modification or improvement of the Real Property by Lessee, in which event Lessee shall be obligated to continue to pay the Rental Payments due with respect to the Real Property, or (y) to the payment of the applicable prepayment price in accordance with Article X. In the event the Lessee has determined to terminate this Lease in accordance with Section 6.1 hereof, the Lessee shall turn over such Net Proceeds to the Lessor.

Section 8.2. Cooperation of Lessor. Lessor shall cooperate fully with Lessee at the expense of Lessee in filing any proof of loss with respect to any insurance policy covering the casualties described in Section 8.1 hereof and in the prosecution or defense of any prospective or pending condemnation proceeding with respect to the Real Property or any part thereof and will, to the extent it may lawfully do so, permit Lessee to litigate in any proceeding resulting therefrom in the name of and on behalf of Lessor. In no event will Lessor voluntarily settle, or consent to the settlement of, any proceeding arising out of any insurance claim or any prospective or pending condemnation proceeding with respect to the Real Property or any part thereof without the written consent of Lessee.

Section 8.3. Condemnation of Other Property Owned by Lessee. Lessee shall be entitled to the Net Proceeds of any condemnation award or portion thereof made for destruction of, damage to or taking of its property not included in the Real Property.

## ARTICLE IX

### LESSEE'S EQUIPMENT; WARRANTIES

Section 9.1. Installation of Lessee's Equipment. Lessee may at any time and from time to time, in its sole discretion and its own expense, install items of moveable machinery, standard office partition, railings, doors, lighting fixtures, and such other equipment as may in Lessee's judgment be necessary for its purposes, in or upon the Real Property. All such items shall remain the sole property of Lessee, in which Lessor shall have no interest, and may be modified or removed by Lessee at any time provided that Lessee shall repair and restore any and all damage to the Real Property resulting from the installation, modification or removal of any such items. Nothing in this Lease shall prevent Lessee from purchasing items to be installed pursuant to this Section under a conditional sale or lease with option to purchase contract, or subject to a vendor's lien or security agreement, as security for the unpaid portion of the purchase price thereof, provided that no such lien or security interest shall attach to any part of the Real Property.

Section 9.2. Reserved.

Section 9.3. Reserved.

Section 9.4. Warranties. Lessor hereby assigns to Lessee for and during the Term of this Lease, all of its interest in all warranties and guarantees or other contract rights against any architect, contractor or manufacturer for the Real Property, expressed or implied, issued on or applicable to the Real Property, and Lessor hereby authorizes Lessee to obtain the customary services furnished in connection with such warranties and guarantees at Lessee's expense. Lessee's sole remedy for the breach of such warranties and guarantees shall be against the manufacturer or supplier of such portion of the Real Property or such contractor or architect, and not against Lessor, nor shall such matter have any effect whatsoever on the rights of the Lessor with respect to this Lease, including the right to receive full and timely payments hereunder. Lessee expressly acknowledges that Lessor does not make and has not made any representation or warranty whatsoever as to the existence or availability of such warranties with respect to the Real Property or any portion thereof.

Section 9.5. Disclaimer of Warranties. LESSOR MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESSED OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR FITNESS FOR THE USE CONTEMPLATED BY LESSEE OF THE REAL PROPERTY, OR ANY OTHER REPRESENTATION OR WARRANTY WITH RESPECT TO THE REAL PROPERTY. In no event shall Lessor be liable for any incidental, indirect, special or consequential damage in connection with or arising out of this Lease or the existence, furnishing, functioning or Lessee's use of any portion of the Real Property provided for in this Lease.



## ARTICLE X

### OPTION TO PURCHASE

Section 10.1. When Available. Lessee shall have the option to purchase Lessor's interest in the Real Property at a price equal to the principal amount of Rental Payments outstanding, plus accrued interest to the date of prepayment, only in the manner provided in this Article, (i) on any date, but only if Lessee is not in default under this Lease, and (ii) on any date pursuant to the events described in Section 8.1 hereof.

Section 10.2. Exercise of Option. Lessee shall give notice to Lessor of its intention to exercise its option not less than forty-five (45) days prior to the date on which the option is to be exercised, and shall deposit with Lessor on the date of exercise an amount equal to all Rental Payments and any other amounts then due or past due. The closing shall be on the date on which the option is to be exercised at the office of Lessor.

Section 10.3. Release of Lessor's Interest. Upon exercise by Lessee of its option to purchase, Lessee shall have no further obligations under this Lease and Lessor and its officers shall take all actions necessary to authorize, execute and deliver to Lessee any and all documents necessary to vest in Lessee, all of Lessor's right, title and interest in and to the Real Property, free and clear of all liens, leasehold interest and encumbrances arising under the provisions of this Lease.

Section 10.4. Defeasance. Lessee shall have the right to defease and satisfy its obligations to pay Rental Payments due under this Lease, in the manner and with the effect provided in this Section; but such right may only be exercised if Lessee is not in default under the Lease, or if the exercise of such right would cure such default. If the whole amount of the Rental Payments due and payable under this Lease shall be paid, or provision shall have been made for the payment of the same by the deposit of cash or Qualified Investments in an amount sufficient (together with interest earnings thereon) to provide for payment of said Rental Payments to the last Payment Date, or earlier date on which the option to purchase of Lessee is exercised, and all administrative expenses related thereto shall have been paid or provided for, then, and in that case, all right, title and interest of Lessor in and to the Real Property, this Lease and the Rental Payments due hereunder shall thereupon cease, terminate and become void; and Lessor shall assign and transfer to or upon the order of Lessee all rights in the Real Property and this Lease then held by Lessor, and shall execute such documents as may be reasonably required by Lessee for this purpose; and thereafter the Rental Payments due hereunder shall be payable solely from the moneys and securities so deposited.

## ARTICLE XI

### ASSIGNMENT, SUBLEASING, MORTGAGING AND SELLING

Section 11.1. Assignment by Lessor. Lessor shall not assign its obligations under this Lease, and no purported assignment thereof shall be effective. All of Lessor's rights, title and interest in the Rental Payments shall be assigned to the Trustee for the benefit of the holders of the Bonds. No other rights, title and/or interests of the Lessor may be assigned.

Section 11.2. Assignment and Subleasing by Lessee. This Lease may not be assigned by Lessee without the written consent of Lessor and the Trustee. The Lessee may sublease all or any portion of the Real Property and collect reasonable rents from any third-party user of the Real Property without prior written consent of the Lessor or the Trustee.

Section 11.3. Restriction on Mortgage or Sale of Real Property by Lessee. Lessee will not mortgage, sell, assign, transfer or convey the Real Property or any portion thereof during the Term of this Lease without the written consent of Lessor, except as permitted pursuant to Section 7.1 in the event of a permitted substitution or replacement.

## ARTICLE XII

### EVENTS OF DEFAULT AND REMEDIES

Section 12.1. Events of Default Defined. The following shall be “events of default” under this Lease and the terms “events of default” and “default” shall mean, whenever they are used in this Lease, with respect to the Real Property, any one or more of the following events:

(a) Failure by Lessee to pay any Rental Payment or other payment required to be paid hereunder on the due date specified herein and the continuation of said failure for a period of three (3) business days after written notice given by Lessor that the payment referred to in such notice has not been received.

(b) Failure by Lessee to observe and perform any covenant, condition or agreement on its part to be observed or performed, other than as referred to in clause (a) of this Section, for a period of thirty (30) days after written notice specifying such failure and requesting that it be remedied has been given to Lessee by Lessor, unless Lessor shall agree in writing to an extension of such time prior to its expiration; provided, however, if the failure stated in the notice cannot be corrected within the applicable period, Lessor will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by Lessee within the applicable period and diligently pursued until the default is corrected.

(c) The filing by Lessee of a voluntary petition in bankruptcy, or failure by Lessee promptly to lift any execution, garnishment or attachment of such consequence as would impair the ability of Lessee to carry on its operations at the Real Property, or adjudication of Lessee as a bankrupt, or assignment by Lessee into an agreement of composition with creditors, or the approval by a court of competent jurisdiction of a petition applicable to Lessee in any proceedings instituted under the provisions of the Federal Bankruptcy Statute, as amended, or under any similar acts which may hereafter be enacted.

The provisions of this Section 12.1 and Section 12.2 are subject to the following limitation: if by reason of force majeure Lessee is unable in whole or part to carry out its obligations under this Lease with respect to the Real Property, other than the obligation of Lessee to pay Rental Payments with respect thereto which shall be paid when due notwithstanding the provisions of this paragraph, Lessor or Lessee shall not be deemed in default during the continuance of such inability. The term “force majeure” as used herein shall mean, without limitation, the following: acts of God; strikes, lockouts or other industrial disturbances; acts of public enemies; orders or restraints of any kind of the government of the United States of America or any of its departments, agencies or officials, or any civil or military authority; insurrections; riots; landslides; earthquakes; fires; storms; droughts; floods; explosions; breakage or accident to machinery, transmission pipes or canals; or any other cause of event not reasonably within the control of Lessee and not resulting from its negligence. Lessee agrees, however, to remedy with all reasonable dispatch the cause or causes preventing it from carrying out its obligations under this Lease; provided that the settlement of strikes, lockouts and other industrial disturbances shall be entirely within the discretion of Lessee and Lessee shall not be required to make settlement of strikes, lockouts and other industrial

disturbances by acceding to the demands of the opposing party or parties when such course is in its judgment unfavorable to Lessee.

Notwithstanding anything contained in this Section 12.1 to the contrary, a failure by Lessee to pay when due any payment required to be made under this Lease or a failure by Lessee to observe and perform any covenant, condition or agreement on its part to be observed or performed under this Lease, resulting from Lessee's termination of the Lease as contemplated by Section 6.1 hereof, shall not constitute an event of default under this Section 12.1.

Section 12.2. Remedies on Default. Whenever any event of default referred to in Section 12.1 hereof shall have happened and be continuing with respect to the Real Property, Lessor shall have the right, at its option and without any further demand or notice, to take one or any combination of the following remedial steps:

(a) Terminate this Lease, re-enter and take possession of the Real Property and exclude Lessee from using it; or

(b) Terminate this Lease, declare all Rental Payments due or to become due during the Fiscal Year of Lessee in effect when the default occurs to be immediately due and payable by Lessee, whereupon such Rental Payments shall be immediately due and payable; or

(c) Terminate this Lease and take whatever action at law or in equity may appear necessary or desirable to collect the Rental Payments then due and thereafter to become due during the then current Fiscal Year of Lessee with respect to the Real Property, or enforce performance and observance of any obligation, agreement or covenant of Lessee under this Lease.

Section 12.3. Return of Real Property. Upon the expiration or termination of this Lease prior to the payment of all Rental Payments in accordance with Exhibit B, Lessee shall deliver possession of the Real Property to Lessor in the condition, repair, appearance and working order required in Section 7.1. Lessor shall take the Real Property subject to any sublease then in effect.

Section 12.4. Delay; Notice. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle any party to exercise any remedy reserved to it in this Lease it shall not be necessary to give any notice, other than such notice as may be required in this Lease.

Section 12.5. No Remedy Exclusive. No remedy herein conferred upon or reserved to Lessor is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Lease or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

Section 12.6. Agreement to Pay Attorneys' Fees and Expenses. In the event either party to this Lease should default under any of the provisions hereof and the non-defaulting party should

employ attorneys or incur other expenses for the collection of moneys or the enforcement or performance or observance of any obligation or agreement on the part of the defaulting party herein contained, the defaulting party agrees that it will on demand therefore pay to the non-defaulting party the reasonable fee of such attorneys and such other expenses so incurred by the non-defaulting party.

Section 12.7. No Additional Waiver Implied By One Waiver. In the event any agreement contained in this Lease should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

## ARTICLE XIII

### TITLE

Section 13.1. Title to Real Property. During the Term of this Lease, legal title to the Real Property and any and all repairs, replacements, substitutions and modifications thereto shall be in Lessor, subject to Lessee's interests under this Lease. Upon termination of this Lease for either of the reasons specified in Section 4.2, Clauses (b) and (d), Lessor shall transfer legal title to the Real Property to Lessee and Lessor shall have no further interest therein. In either of such events, Lessor shall execute and deliver to Lessee such documents as Lessee may request to evidence such transfer of legal title to the Real Property to Lessee. Upon termination of this Lease for either of the reasons specified in Section 4.2, Clauses (a) and (c), Lessee shall surrender possession of the Real Property to Lessor and shall have no further interest therein. In either of such events Lessee shall execute and deliver to Lessor such documents as Lessor may request to evidence the termination of Lessee's interest in the Real Property.

Section 13.2. Security Interest. Lessor shall have and retain a security interest under the Uniform Commercial Code in any portion of the Real Property constituting personal property or fixtures, the proceeds thereof and all repairs, replacements, substitutions and modifications thereto or thereof made pursuant to Section 7.1, in order to secure Lessee's payment of all Rental Payments due during the Term of this Lease and the performance of all other obligations herein to be performed by Lessee.

## ARTICLE XIV

### ISSUANCE OF THE BONDS

Section 14.1. Agreement to Issue Bonds; Application of Bond Proceeds. In order to provide funds for payment of the costs of the Project, the Lessor has, or will have, upon or promptly after the execution of this Lease, issued and delivered to the initial purchaser thereof the Bonds, and the Lessor has or will have deposited proceeds of the Bonds as described in Section 4.01 of the Indenture.

## ARTICLE XV

### ADMINISTRATIVE PROVISIONS

Section 15.1. Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given on the earlier of (i) delivery or (ii) three days following deposit in the United States mail in certified or registered form with postage fully prepaid to the addresses shown in the first paragraph hereof. Lessor and Lessee, by notice given hereunder, may designate different addresses to which subsequent notices, certificates or other communications will be sent.

Section 15.2. Binding Effect. This Lease shall inure to the benefit of and shall be binding upon Lessor and Lessee and their respective successors and assigns.

Section 15.3. Severability. In the event any provision of this Lease shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 15.4. Amendments, Charges and Modifications. This Lease may be amended or any of its terms modified only by written amendment authorized and executed by Lessee and Lessor.

Section 15.5. Further Assurances and Corrective Instruments. Lessor and Lessee agree that they will, if necessary, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Real Property hereby leased or intended so to be or for carrying out the expressed intention of this Lease.

Section 15.6. Execution in Counterparts. This Lease may be simultaneously executed in several counterparts each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 15.7. Applicable Law. This Lease shall be governed by and construed in accordance with the laws of the State.

Section 15.8. Lessor and Lessee Representatives. Whenever under the provisions of this Lease the approval of Lessor or Lessee is required, or Lessor or Lessee is required to take some action at the request of the other, such approval of such request shall be given for Lessor by a Lessor Representative and for Lessee by a Lessee Representative, and any party hereto shall be authorized to rely upon any such approval or request.

Section 15.9. Captions. The captions or headings in this Lease are for convenience only and in no way define, limit or describe the scope or intent of any provisions or Sections of this Lease.



IN WITNESS WHEREOF, Lessor has caused this Lease to be executed in its corporate name by its duly authorized officers, and Lessee has caused this Lease to be executed in its name by its duly authorized officers, as of the date first above written.

Lessor:

ECONOMIC DEVELOPMENT AUTHORITY OF  
THE CITY OF LAKE ELMO, MINNESOTA

By \_\_\_\_\_  
President

Attest \_\_\_\_\_  
Secretary

STATE OF MINNESOTA       )  
  ) ss.  
COUNTY OF WASHINGTON )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by Steve Nelson and Kristina Handt, the President and Secretary, respectively, of the Economic Development Authority of the City of Lake Elmo, Minnesota, on behalf of such Authority.

IN WITNESS WHEREOF I have hereunto set my hand and official seal.

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

(SEAL)

[Signature Page – Lease-Purchase Agreement]

Lessee:

CITY OF LAKE ELMO, MINNESOTA

By \_\_\_\_\_  
Mayor

And \_\_\_\_\_  
City Clerk

STATE OF MINNESOTA       )  
  ) ss.  
COUNTY OF WASHINGTON   )

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

IN WITNESS WHEREOF I have hereunto set my hand and official seal.

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

(SEAL)

[Signature Page – Lease-Purchase Agreement]

## **EXHIBIT A**

### **DESCRIPTION OF REAL PROPERTY**

The North 126.89 feet of Lot 1, Block 2, Brookman Addition, according to the plat thereof on file and of record in the office of the County Recorder, Washington County, Minnesota, lying easterly of the West 199.91 feet thereof.

(PIN: 13.029.21.22.0025)  
(.58 acre parcel)

AND

The North 350.18 feet of Lot 1, Block 2, Brookman Addition, according to the plat thereof on file and of record in the office of the County Recorder, Washington County, Minnesota, except the West 199.91 feet of the North 126.89 feet of said Lot 1, Block 2, Brookman Addition; also except the North 126.89 feet of said Lot 1, Block 2, Brookman Addition, lying easterly of the West 199.91 feet thereof.

(PIN: 13.029.21.22.0026)  
(2.06 acre parcel)

**EXHIBIT B**

**RENTAL PAYMENT SCHEDULE\***

<b>Date</b>	<b>Principal</b>	<b>Coupon</b>	<b>Interest</b>	<b>Total P+I</b>	<b>Fiscal Total</b>
06/28/2018	-	-	-	-	-
01/15/2019	-	-	22,975.13	22,975.13	22,975.13
07/15/2019	-	-	20,992.50	20,992.50	-
01/15/2020	45,000.00	4.500%	20,992.50	65,992.50	86,985.00
07/15/2020	-	-	19,980.00	19,980.00	-
01/15/2021	47,000.00	4.500%	19,980.00	66,980.00	86,960.00
07/15/2021	-	-	18,922.50	18,922.50	-
01/15/2022	49,000.00	4.500%	18,922.50	67,922.50	86,845.00
07/15/2022	-	-	17,820.00	17,820.00	-
01/15/2023	51,000.00	4.500%	17,820.00	68,820.00	86,640.00
07/15/2023	-	-	16,672.50	16,672.50	-
01/15/2024	53,000.00	4.500%	16,672.50	69,672.50	86,345.00
07/15/2024	-	-	15,480.00	15,480.00	-
01/15/2025	56,000.00	4.500%	15,480.00	71,480.00	86,960.00
07/15/2025	-	-	14,220.00	14,220.00	-
01/15/2026	58,000.00	4.500%	14,220.00	72,220.00	86,440.00
07/15/2026	-	-	12,915.00	12,915.00	-
01/15/2027	61,000.00	4.500%	12,915.00	73,915.00	86,830.00
07/15/2027	-	-	11,542.50	11,542.50	-
01/15/2028	64,000.00	4.500%	11,542.50	75,542.50	87,085.00
07/15/2028	-	-	10,102.50	10,102.50	-
01/15/2029	67,000.00	4.500%	10,102.50	77,102.50	87,205.00
07/15/2029	-	-	8,595.00	8,595.00	-
01/15/2030	70,000.00	4.500%	8,595.00	78,595.00	87,190.00
07/15/2030	-	-	7,020.00	7,020.00	-
01/15/2031	73,000.00	4.500%	7,020.00	80,020.00	87,040.00
07/15/2031	-	-	5,377.50	5,377.50	-
01/15/2032	76,000.00	4.500%	5,377.50	81,377.50	86,755.00
07/15/2032	-	-	3,667.50	3,667.50	-
01/15/2033	80,000.00	4.500%	3,667.50	83,667.50	87,335.00
07/15/2033	-	-	1,867.50	1,867.50	-
01/15/2034	83,000.00	4.500%	1,867.50	84,867.50	86,735.00
<b>Total</b>	<b>\$933,000.00</b>	<b>-</b>	<b>\$393,325.13</b>	<b>\$1,326,325.13</b>	<b>-</b>

**\*The PAYMENT DATE for Rental Payments due under this Lease shall be three business days prior to each bond payment date provided.**



## STAFF REPORT

DATE: June 5, 2018

**REGULAR**

ITEM #: 10

**AGENDA ITEM:** Old Village Phase 4 Street, Drainage, and Utility Improvements – Resolution Adopting the Final Assessment Roll and Resolution Accepting Bids and Awarding a Contract

**SUBMITTED BY:** Jack Griffin, City Engineer

**REVIEWED BY:** Kristina Handt, City Administrator  
Sue Iverson, Finance Director  
Sarah Sonsalla, City Attorney  
Rob Weldon, Public Works Director  
Chad Isakson, Project Engineer

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**ISSUE BEFORE COUNCIL:** Should the City Council adopt the Final Assessment Roll and award a Contract for the Old Village Phase 4 Street, Drainage, and Utility Improvements?

**BACKGROUND:** On February 20, 2018 the City Council ordered the preparation of the plans and specifications for the Old Village Phase 4 Street, Drainage and Utility Improvements. The improvements include the extension of lateral sanitary sewer mains along 32<sup>nd</sup> Street North, east of Lake Elmo Avenue, and along 36<sup>th</sup> Street North/Layton Avenue North. The improvements include the reconstruction of the existing streets with concrete curb and gutter, the addition of storm sewer improvements to improve drainage to the extent possible within the project limits and right-of-way, the replacement of the aged watermain, and a sanitary sewer service stub extended to the property line for each benefitting property. The project also consists of the installation of a regional storm sewer outfall pipe as another extension of the City's regional downtown storm sewer system and considers the addition of a trail extension along 36<sup>th</sup> Street North to connect Lion's Park to the VFW Park.

The scope of improvements remains consistent with the preliminary plans that were presented to the City Council on February 20th, 2018. Park improvements were added to the scope of improvements based on staff direction and as part of the project restoration. An informational meeting for members of the community affected by the proposed assessments was held on April 25, 2018.

**PROPOSAL DETAILS/ANALYSIS:** On May 15, 2018, the Lake Elmo City Council conducted the improvement hearing and final assessment hearing for the Old Village Phase 4 Street, Drainage, and Utility Improvements and subsequently ordered the improvements. The City received objections to the assessments from two property owners. The adoption of the final assessment roll and award of contract were tabled until the June 5 City Council meeting.

The Feasibility Report was completed and adopted by the City Council defining the scope of the proposed improvements together with the estimated project costs and the preliminary assessment roll consisting, in part, of 100% of the street and drainage improvements being assessed to commercial properties. Staff has now revised this recommendation to assess only 60% of the street and drainage improvements for commercial properties and has updated the Final Assessment Roll accordingly. In addition, staff has

obtained signed assessment agreements from each of the properties that filed objections, that withdraws their objection to the assessment and waives its right to appeal.

At council direction at the May 15 meeting, Change Order No. 1 has been prepared to add a storm sewer extension to be stubbed to the alley between Laverne Avenue and Layton Avenue to accommodate alley drainage when the alley is improved in the future.

The following summarizes the REVISIONS to the report findings, assessments, and recommendations:

- A regional drainage area storm sewer outfall pipe will be extended through Lions Park from 36<sup>th</sup> Street to Upper 33<sup>rd</sup> Street connecting to the existing storm sewer system and discharging to the regional drainage basin. Drainage and Utility Easements necessary for this storm sewer outfall pipe have been acquired from CHEEE properties.
- 12 residential properties on 32<sup>nd</sup> Street will be assessed on a per unit basis at 30% of the total city cost share for these improvements. The street and drainage assessment for each parcel on this project is being reduced from \$8,300 to \$7,800 after receiving favorable bids for the project.
- Commercial properties on 36<sup>th</sup> Street and Layton Avenue North will be assessed on a per linear foot basis at a reduced rate of 60% of the total project costs for these improvements. The street, and drainage assessment for each parcel on this project is now \$132 per linear foot. Detail for each parcel is provided on the assessment roll. The assessment will be levied over 15 years.
- A storm sewer has been extended and stubbed into the ally between Laverne and Layton Avenue to accommodate alley drainage when the alley is improved in the future. This addition to the project is presented as Change Order No. 1.

Bids were received, publicly opened, and read aloud on Thursday, May 10, 2018. The City's design consultant has prepared and attached a summary of bids received and a letter of recommendation for the award of the contract. The City received 3 bids for this project, with A-1 Excavating, Inc. providing the lowest base bid in the amount of \$1,698,744.21. In addition, staff has prepared Change Order No. 1 to include the alley storm sewer stub to the scope of improvements per Council direction on May 15, 2018. Change Order No. 1 increases the contract in the estimated amount of \$24,518.00 for a total contact amount of \$1,723,262.21.

As a part of this award Staff is requesting Council to provide the City Administrator authorization to purchase individual grinder stations from a supplier in the not-to-exceed amount of \$50,000 and enter into a material testing contract in the not-to-exceed amount of \$20,000. Additionally, staff is recommending that the City Council approve a task order to provide construction observation services in an amount not to exceed \$130,000. Each of these items are budgeted in the total estimated project costs. Finally, staff is asking the City Council to approve the Assessment Agreement dated May 30, 2018 with C.A. Gerbitz Co., Inc.; the Assessment Agreement dated May 30, 2018 with Elmo Inn Enterprises, Inc.; and the purchase of the Drainage and Utility Easement Agreement with CHEEE LLC in the amount of \$24,800.

The City Council approved the Plans and Specifications for the Old Village Phase 4 Street, Drainage, and Utility Improvements on April 17, 2018 and authorized staff to advertise the Project for bids. The Project was advertised on QuestCDN.com and in the Oakdale-Lake Elmo Review in accordance with the Minnesota Competitive Bidding requirements.

**FISCAL IMPACT:** Approval of this resolution commits the council to enter into a construction contract for the project. The estimated total cost for the Old Village Phase 4 improvements is \$2,313,000 with the street and drainage improvements estimated at \$1,235,500; the sanitary sewer improvements estimated at \$418,500; the watermain improvements estimated at \$372,500; and the park and trail improvements at \$286,500. The street, drainage, and sanitary improvements are proposed to be assessed against the benefitting properties consistent with the City's Special Assessment Policy and the Old Village Sewer Assessment Policy.

**RECOMMENDATION:** Staff is recommending that the City Council approve a resolution adopting the final assessment roll, and approve a resolution accepting bids and awarding a contract for the Old Village Phase 4 Street, Drainage and Utility Improvements, including Change Order No. 1. Staff is also recommending that the City Council authorize the City Administrator to purchase individual grinder stations from a supplier in the not-to-exceed amount of \$50,000, enter into a material testing contract in the not-to-exceed amount of \$20,000, and authorize a task order to provide construction observation services in an amount not to exceed \$130,000. The recommended motions for these actions are as follows:

***“Move to adopt Resolution No. 2018-060 Adopting the Final Assessment Roll for the Old Village Phase 4 Street, Drainage, and Utility Improvements.”***

***and***

***“Move to approve Resolution No. 2018-061, accepting bids and awarding a contract to the lowest responsible bidder, A-1 Excavating, Inc., for the base bid amount of \$1,698,744.21, and approve Change Order No. 1 increasing the contract amount by \$24,518.00 for a total contract amount of \$1,1,723,262.21.”***

***and***

***“Move to authorize the City Administrator to purchase individual grinder stations from a supplier in the not-to-exceed amount of \$50,000; to enter into a material testing contract in the not-to-exceed amount of \$20,000; and to approve a task order to provide construction observation services in an amount not to exceed \$130,000.”***

***and***

***“Move to approve the Assessment Agreement dated May 30, 2018 with C.A. Gerbitz Co., Inc.; the Assessment Agreement dated May 30, 2018 with Elmo Inn Enterprises, Inc.; and the purchase of the Drainage and Utility Easement Agreement with CHEEE LLC in the amount of \$24,800.”***

**ATTACHMENTS:**

1. Resolution Adopting the Final Assessment Roll for the Old Village Phase 4 Street, Drainage, and Utility Improvements.
2. Resolution Accepting Bids and Awarding a Contract for the Old Village Phase 4 Street, Drainage, and Utility Improvements.
3. Final Assessment Roll.
4. Engineer’s Summary of Bids Received and Recommendation for Award of Contract.
5. Change Order No. 1.
6. Project Schedule.
7. Assessment Agreement dated May 30, 2018 with C.A. Gerbitz Co., Inc.
8. Assessment Agreement dated May 30, 2018 with Elmo Inn Enterprises, Inc.
9. Drainage and Utility Easement Agreement with CHEEE LLC.

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

**RESOLUTION NO. 2018-060  
A RESOLUTION ADOPTING THE FINAL ASSESSMENT ROLL FOR  
THE OLD VILLAGE PHASE 4 STREET, DRAINAGE, AND UTILITY  
IMPROVEMENTS**

**WHEREAS**, pursuant to proper notice duly given as required by law, the Council has met and heard and passed upon all objections to the proposed assessment for the Old Village Phase 4 Street, Drainage, and Utility Improvements including street, drainage, and sanitary sewer improvements along 32<sup>nd</sup> Street North, 36<sup>th</sup> Street North, and Layton Avenue North.

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

1. Such proposed assessment, a copy of which is attached hereto and made a part hereof, is hereby accepted and shall constitute the special assessment against the lands named therein, and each tract of land therein included is hereby found to be benefited by the proposed improvement in the amount of the assessment levied against it.
2. Such assessment shall be payable in equal annual installments extending over 15 years for street and drainage improvements and 20 years for sanitary sewer improvements, the first of the installments to be payable on or before the first Monday in January, 2019 and shall bear interest at the rate of 4.5% percent per annum from the adoption date of this assessment resolution. To the first installment shall be added interest on the entire assessment from July 5, 2018 until December 31, 2018. To each subsequent installment, when due, shall be added interest for one year on all unpaid installments.
3. The owner of any property so assessed may, at any time prior to the certification of the assessment to the county auditor, pay the whole of the assessment on such property, with the interest accrued to the date of payment, to the City Clerk, except that no interest shall be charged if the entire assessment is paid within 30 days from the adoption of this resolution; and he/she may, at any time thereafter, pay to the City Clerk the entire amount of the assessment remaining unpaid, with interest accrued to December 31 of the year in which such payment is made. Such payment must be made before October 31 or interest will be charged through December 31 of the next succeeding year.
4. The City Clerk shall forthwith transmit a certified duplicate of this assessment to the County Auditor to be extended on the property tax lists of the county. Such assessments shall be collected and paid over in the same manner as other municipal taxes.

**ADOPTED BY THE LAKE ELMO CITY COUNCIL ON THE FIFTH DAY OF JUNE, 2018.**

**CITY OF LAKE ELMO**

(Seal)  
ATTEST:

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

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



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

**RESOLUTION NO. 2018-061**

**A RESOLUTION ACCEPTING BIDS AND AWARDING A CONTRACT  
FOR THE OLD VILLAGE PHASE 4 STREET, DRAINAGE, AND UTILITY  
IMPROVEMENTS**

**WHEREAS**, pursuant to an advertisement for bids for the Old Village Phase 4: Street, Drainage, and Utility Improvements, bids were received, opened, and tabulated according to law, and bids were received complying with the advertisement; and

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

**WHEREAS**, the project engineer reviewed the bids and has provided a letter recommending the award of the contract to the lowest responsible bidder, **A-1 Excavating, Inc.**, for the base bid amount of **\$1,698,744.21**; and

**WHEREAS**, Change Order No. 1 was prepared to revise the scope of improvements to include additional storm sewer pipe to be installed in the amount of **\$24,518.00** thereby revising the total contract amount to **\$1,723,262.21**.

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

1. That the Mayor and City Clerk are hereby authorized and directed to enter into a Contract in the accordance with the above ordered Project, in the amount of the Contractor's lowest responsible bid and including Change Order No. 1, and according to the plans and specifications thereof approved by the City Council.
2. The City Clerk is hereby authorized and directed to return forthwith to all bidders the deposits made with their bids, except that the deposits of the successful bidder and the next two lowest bidders shall be retained until a contract has been signed.

**ADOPTED BY THE LAKE ELMO CITY COUNCIL ON THE FIFTH DAY OF JUNE, 2018.**

**CITY OF LAKE ELMO**

(Seal)  
ATTEST:

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

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

OLD VILLAGE PHASE 4: STREET AND UTILITY IMPROVEMENTS  
32ND STREET NEIGHBORHOOD  
FINAL ASSESSMENT ROLL  
STREET AND SANITARY SEWER IMPROVEMENTS

NO.	NAME	ADDRESS	MAILING ADDRESS	PID	TOTAL ASSESSMENT AMOUNT	STREET AND DRAINAGE ASSESSMENT AMOUNT	SANITARY SEWER ASSESSMENT AMOUNT	SAC
1	STUDE ROBERT H & CAROL W	3263 LAKE ELMO AVE N	3263 LAKE ELMO AVE N LAKE ELMO MN 55042	1302921320040	\$19,400.00	\$7,800.00	\$11,600.00	1
2	PROKOSCH SUSAN L	11240 32ND ST N	11240 32ND ST N LAKE ELMO MN 55042	1302921310013	\$19,400.00	\$7,800.00	\$11,600.00	1
3	FERGUSON BRIAN T & KIM M	11258 32ND ST N	11258 32ND ST N LAKE ELMO MN 55042	1302921310011	\$19,400.00	\$7,800.00	\$11,600.00	1
4	MEIER JAMES A TRS	11284 32ND ST N	PO BOX 217 LAKE ELMO MN 55042	1302921310012	\$19,400.00	\$7,800.00	\$11,600.00	1
5	WENDT MYRON & BEVERLY	11306 32ND ST N	11306 32ND ST N LAKE ELMO MN 55042	1302921310015	\$19,400.00	\$7,800.00	\$11,600.00	1
6	WENDT EDNA C	11328 32ND ST N	11328 32ND ST N LAKE ELMO MN 55042	1302921310014	\$19,400.00	\$7,800.00	\$11,600.00	1
7	ANDREWS JOHN R & CHERL L	11295 32ND ST N	11295 32ND ST N LAKE ELMO MN 55042	1302921340003	\$19,400.00	\$7,800.00	\$11,600.00	1
8	RUBBERT KENNETH O & DOREEN N	11279 32ND ST N	11279 32ND ST N LAKE ELMO MN 55042	1302921340002	\$19,400.00	\$7,800.00	\$11,600.00	1
9	SANCHEZ OCTAVIO & MICHELLE	11267 32ND ST N	11267 32ND ST N LAKE ELMO MN 55042	1302921340004	\$19,400.00	\$7,800.00	\$11,600.00	1
10	REYNOLDS ROCKY P & KAREN K	11247 32ND ST N	11247 32ND ST N LAKE ELMO MN 55042	1302921340005	\$19,400.00	\$7,800.00	\$11,600.00	1
11	PROKOSCH SUSAN L	11223 32ND ST N	11240 32ND ST N LAKE ELMO MN 55042	1302921330005	\$31,000.00	\$7,800.00	\$23,200.00	2
12	BEERS MARY ANNE	3235 LAKE ELMO AVE N	PO BOX 64 LAKE ELMO MN 55042	1302921330008	\$19,400.00	\$7,800.00	\$11,600.00	1
TOTAL					\$244,400.00	\$93,600.00	\$150,800.00	13

OLD VILLAGE PHASE 4: STREET AND UTILITY IMPROVEMENTS  
36TH STREET LAYTON AVENUE  
FINAL ASSESSMENT ROLL (NON-RESIDENTIAL STREET AT 60%)  
STREET AND SANITARY SEWER IMPROVEMENTS

NO.	NAME	ASSESSABLE PROPERTY ADDRESS	MAILING ADDRESS	PID	TOTAL ASSESSMENT AMOUNT	STREET AND DRAINAGE ASSESSMENT AMOUNT	STREET FRONT FOOTAGE	SANITARY SEWER ASSESSMENT AMOUNT	SAC
1	CHRISTINE L SCHILTZ TRS	3686 LAYTON AVE N	721 10TH AVE N SOUTH ST. PAUL MN 55075	1302921240026	\$20,000.00	\$8,400	100	\$ 11,600.00	1
2	WOLDSNES JON	3664 LAYTON AVE N	3664 LAYTON AVE N LAKE ELMO MN 55042	1302921240027	\$20,000.00	\$8,400	100	\$ 11,600.00	1
3	TOLLARD GAYL J	3646 LAYTON AVE N	3646 LAYTON AVE N LAKE ELMO MN 55042	1302921240006	\$20,000.00	\$8,400	100	\$ 11,600.00	1
4	DITTMANN MELANIE A & MELVIN J	3624 LAYTON AVE N	3624 LAYTON AVE N LAKE ELMO MN 55042	1302921240005	\$20,000.00	\$8,400	100	\$ 11,600.00	1
5	ZEIPELT BETH N	3604 LAYTON AVE N	3604 LAYTON AVE N LAKE ELMO MN 55042	1302921240003	\$20,000.00	\$8,400	250	\$ 11,600.00	1
6	WACKER WILLIAM G & SALLYANN	3603 LAVERNE AVE N	PO BOX 167 LAKE ELMO MN 55042	1302921230017	\$8,400.00	\$8,400	120	\$ -	
7	CITY OF LAKE ELMO	3585 LAVERNE AVE N	3880 LAVERNE AVE N LAKE ELMO MN 55042	1302921230029	\$25,200.00	\$25,200	350	\$ -	
8	CITY OF LAKE ELMO		3800 LAVERNE AVE N LAKE ELMO MN 55042	1302921240018	\$25,200.00	\$25,200	397	\$ -	
9	CHEEE LLC	11320 UPPER 33RD ST N	7250 HUDSON BOULEVARD N OAKDALE MN 55128	1302921240022	\$7,920.00	\$7,920	60	\$ -	
10	CHEEE LLC		7250 HUDSON BOULEVARD N OAKDALE MN 55128	1302921240019	\$13,332.00	\$13,332	101	\$ -	
11	C A GERBITZ CO INC	11299 STILLWATER BLVD N	11299 STILLWATER BLVD N LAKE ELMO MN 55042	1302921240017	\$87,468.00	\$52,668	399	\$ 34,800.00	3
12	ELMO INN ENTERPRISES INC	3712 LAYTON AVE N	PO BOX 182 LAKE ELMO MN 55042	1302921240025	\$134,132.00	\$52,932	401	\$ 81,200.00	7
13	WILLIAM C HAGBERG TRS & PATRICIA H HAGBERG TRS	11325 STILLWATER BLVD N	3060 LAKE ELMO AVE N LAKE ELMO MN 55042	1302921240016	\$34,800.00	\$0	0	\$ 34,800.00	3
TOTAL					\$436,452.00	\$227,652	2478	\$ 208,800.00	18

\*Properties in Red represent Commercial properties.

\*\*Properties in Black represent Residential properties.



Building a Better World  
for All of Us®

May 14, 2018

RE: Lake Elmo, MN  
Old Village Phase 4: Street, Drainage and  
Utility Improvements  
City Project No. 2017.157  
SEH No. LAKMO 145378

Mr. Jack Griffin  
City Engineer  
City of Lake Elmo  
3880 Laverne Ave. N.  
Lake Elmo, MN 55042

On Thursday, May 10, 2018 at, three (3) bids were received for the above-referenced project. The bids ranged from a high of \$1,935,716.65 to a low of \$1,698,744.21. The low bid was submitted by A-1 Excavating Inc. of Bloomer, WI in the amount of \$1,698,744.21.

	<b>Contractor</b>	<b>Total Bid</b>
1	A-1 Excavating Inc.	\$1,698,744.21 **
2	RL Larson Excavating, Inc.	\$1,863,944.90
3	Geislinger & Sons, Inc.	\$1,935,716.65
	Engineer's Estimate	\$1,630,091.10

*\*\* Denotes corrected figure*

In reliance on our experience with A-1 Excavating Inc. and/or materials and information provided by the contractor, we have determined that according to their bonding agent, they presently have the financial ability to complete the project bid. SEH makes no representation or warranty as to the actual financial viability of the contractor or its ability to complete its work.

A-1 Excavating Inc. has completed similar work in Lake Elmo and surrounding communities in the past. SEH engineers can conclude that A-1 Excavating Inc. has the experience and ability to complete a project of this size and scope. Accordingly we recommend the project be awarded to A-1 Excavating Inc. in the amount of \$1,698,744.21.

Please contact me if you need any additional information or wish to discuss further. I can be reached at 651.490.2055, or via email at [shaupt@sehinc.com](mailto:shaupt@sehinc.com).

Sincerely,

Scott Haupt, PE  
Project Manager

ah

s:\ko\lakmo\145378\6-bid-const\bidding docs\ov 4 recommendation of award.docx

**CONTRACT CHANGE ORDER FORM**

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

**FOCUS** ENGINEERING, inc.

**CHANGE ORDER NO.** 1

**DATE:** May 31, 2018

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

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

**CHANGE ORDER DESCRIPTION / JUSTIFICATION:**

This change order addresses a design change requested by the City. 1) Add storm sewer infrastructure along 36th Street to accommodate alley drainage when the alley is improved in the future.

**Attachments (list documents supporting change):** Plan Sheets 3, 30, and 32 Revised for Change Order No. 1

ITEM	DESCRIPTION OF PAY ITEM	UNIT	QTY	UNIT PRICE	INCREASE/(DECREASE)
CO1-1	18" RC Pipe Sewer, Des 3006 CL V	LF	262	\$59.00	\$15,458.00
CO1-2	Construct Drainage Struct Des. CC-48" (w/ Casting)	EA	2	\$2,490.00	\$4,980.00
CO1-3	Construct Drainage Struct Des. CC-72" (w/ Casting)	EA	1	\$3,780.00	\$3,780.00
CO1-4	Storm Sewer Drain Inlet Protection	EA	2	\$150.00	\$300.00
<b>NET CONTRACT CHANGE</b>					<b>\$24,518.00</b>

Amount of Original Contract	\$	1,698,744.21
Sum of Additions/Deductions approved to date (CO Nos. )	\$	0.00
Contract Amount to date	\$	1,698,744.21
Amount of this Change Order (ADD) ( <del>DEDUCT</del> ) ( <del>NO CHANGE</del> )	\$	24,518.00
Revised Contract Amount	\$	1,723,262.21

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

APPROVED BY ENGINEER: FOCUS ENGINEERING

APPROVED BY CONTRACTOR



ENGINEER

BY

5/31/2018

DATE

DATE

APPROVED BY OWNER: CITY OF LAKE ELMO, MINNESOTA

BY

BY

DATE

DATE

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SANITARY SEWER STRUCTURE SCHEDULE															
MH NO.	STREET	STATION	LOCATION	EXISTING TOP OF CASTING	CASTING ASSEMBLY R-1642-B (SAN)	PROPOSED TOP OF CASTING ELEV.	LOW INV ELEV.	MH DIAM.	MH BUILD (LIN. FT)	STD. MH (10') (EACH)	DRAINS TO	% GRADE	8" PVC SDR 26 (LIN.FT)	Connect to Ex. Main (Each)	REMARKS
EX1	32ND STREET N	0+60.00	4.1 RT	913.38		913.38	892.62								
2	32ND STREET N	2+50.00	3.2 RT	-	X	903.07	893.38	4.00	9.69	X	EX1	0.40	134	X	CONNECT TO EXIST. 8" STUB
EX3	36TH STREET N	10+69.44	1.6 RT	926.44		926.44	911.53								
4	36TH STREET N	14+07.37	26.3 RT		X	923.20	913.20	4.00	10.00	X	EX3	0.40	316	X	CONNECT TO EXIST. 8" STUB
-	36TH STREET N	14+18.71	48.0 RT				913.41				4	0.40	28		28' STUB TO EAST (PLUG IN BELL END IS INCIDENTAL)
5	LAYTON AVENUE N	16+39.21	0.00 RT		X	923.15	914.28	4.00	8.87	X	4	0.40	245		
6	LAYTON AVENUE N	19+00.00	0.00 RT		X	924.46	915.42	4.00	9.04	X	5	0.40	261		
7	LAYTON AVENUE N	22+61.93	0.00 RT		X	926.28	916.97	4.00	9.31	X	6	0.40	362		
8	LAYTON AVENUE N	18+99.56	150.0 RT		X	923.24	916.12	4.00	7.12	X	6	0.40	150		
				TOTAL	6					6			1496	2	

STORM SCHEDULE STRUCTURE SCHEDULE

STORM SCHEDULE STRUCTURE SCHEDULE																											
STRUCTURE NO.	LOCATION				DESIGN										TOP OF CASTING	OUTLET ELEVATION	DRAINS TO			12" RCP CL V LIN FT	15" RCP CL V LIN FT	18" RCP CL III LIN FT	42" RCP CL III LIN FT	36" SPAN RCP CL II LIN FT	44" SPAN RCP CL II LIN FT	REMARKS	
	STREET/ALIGNMENT	STATION	CONST. C/L		STRUCTURE TYPE	CASTING TYPE											NO	% GRADE	INLET ELEV.								
			LT	RT			27"	2'x3'	48"	60"	72"	84"	96"	120"													
100	36TH/LAYTON STORM	100+00.00		0.00	STMH	R-1642-B							14.65	931.88	917.23	EX											CONSTRUCT OVER EXIST. STORM PIPE (60" RCP)
101	36TH/LAYTON STORM	101+23.27		0.00	STMH	R-1642-B						10.66		928.00	917.34	100	0.09	917.23				123					
102	36TH/LAYTON STORM	101+92.30		0.00	STMH	R-1642-B							10.23	927.63	917.40	101	0.09	917.34				69					
103	36TH/LAYTON STORM	103+77.05	1	0.00	STMH	R-1642-B				8.11				925.68	917.57	102	0.09	917.40				185	1				
104	36TH/LAYTON STORM	105+74.59		0.00	STMH	R-1642-B				6.19				923.93	917.74	103	0.09	917.58				198					
105	36TH/LAYTON STORM	106+19.49		0.00	STMH	R-4342				4.37				922.20	917.83	104	0.20	917.74						45			
105A	36TH/LAYTON STORM	106+40.70		0.00	STMH	R-1642-B				5.12				923.00	917.88	105A	0.25	917.83					21				
105B	LAYTON AVE N	12+28.53	12.00		CBMH	R-3067-V			4.34					924.10	919.76	105A	0.73	917.83			206						
-	LAYTON AVE N	12+28.53	28.00		-										919.94	105B	0.50	919.86			16						
105C	LAYTON AVE N	12+28.53		12.00	CBMH	R-3067-V			4.00					924.10	920.10	105B	1.00	919.86			24	2					
-	LAYTON AVE N	12+28.53		28.00	-										920.28	105C	0.50	920.20			16						
106	LAYTON AVE N	15+00.00		12.00	CBMH	R-3067-V				4.03				922.15	918.12	105A	0.25	917.88					95				
107	LAYTON AVE N	15+00.00	12.00		CB	R-3067-V		3.60						922.15	918.55	106	1.00	918.31			24						
108	LAYTON AVE N	18+71.44		12.00	CBMH	R-3067-V			4.18					924.00	919.82	106	0.45	918.15			371						
109	LAYTON AVE N	18+71.44	12.00		CB	R-3067-V		3.60						924.00	920.40	106	2.00	919.92		24							
110	36TH/LAYTON STORM	103+77.05	51.48	1	CB	R-2501-C	4.00							926.50	922.50	103	2.00	921.47	51	1							
200	32ND STREET N	6+00.41		22.15	FES										897.00	201	4.08	895.39		37						15" RC PIPE APRON W/ TRASH GUARD	
201	32ND STREET N	6+20.43	9.00		CBMH	R-3067-V			4.26					899.65	895.39	202	4.20	888.59		162							
202	32ND STREET N	7+82.13	9.00		CBMH	R-3067-V			4.60					893.09	888.49	203	2.70	886.60		70							
203	32ND STREET N	8+37.68		32.00	CBMH	R-3067-V			8.06					891.04	886.98	204	0.60	886.88			17					4' SUMP AND SAFL BAFFLE	
204	32ND STREET N	8+52.14		41.11	FES										886.88											18" RC PIPE APRON W/ TRASH GUARD	
TOTALS							1	2	6	1	4	1	1	1						51	293	674	575	116	45		

DRAWN BY: AJB/JRB	△	AJB	5/3/18	MOVED STRUCTURES 103 AND 110
DESIGNER: JRT	△	AJB	5/17/18	CHANGE ORDER #1
CHECKED BY: SDH				
DESIGN TEAM	NO.	BY	DATE	REVISIONS

I HEREBY CERTIFY THAT THIS PLAN 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.

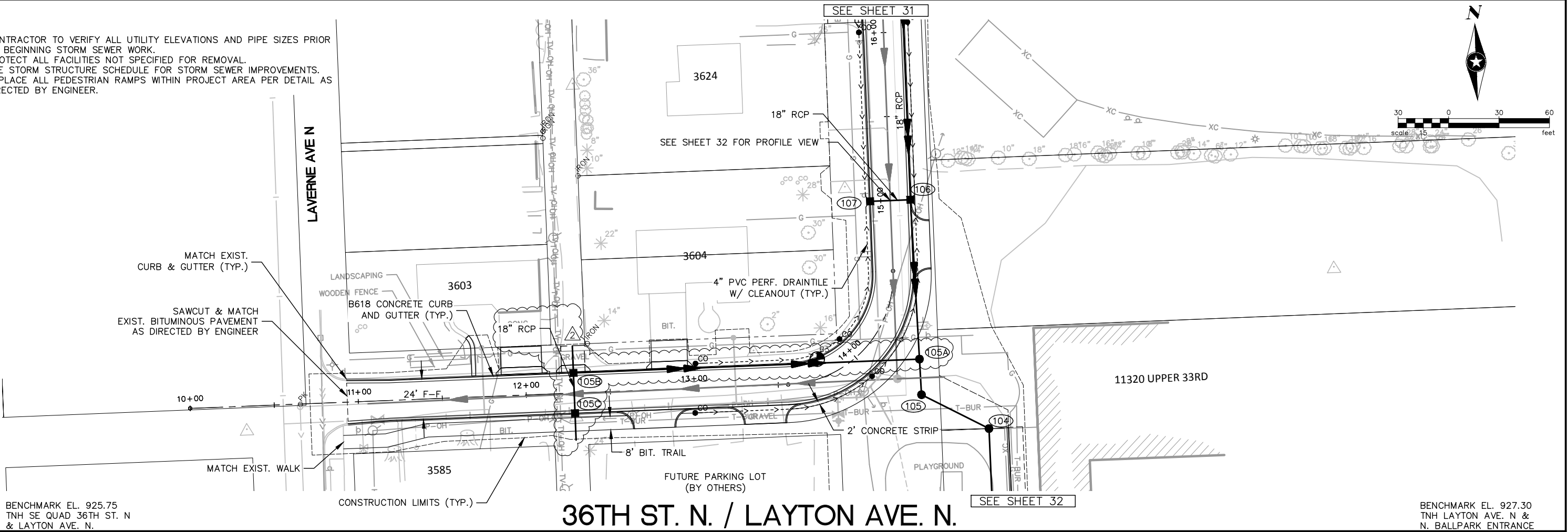
*Scott D. Haupt*  
Scott D. Haupt, PE  
Date: 04/26/18 Lic. No. 46603

**SEH**  
PHONE: 651.490.2000  
3535 VADNAIS CENTER DR.  
ST. PAUL, MN 55110-5196  
www.sehinc.com

LAKE ELMO, MINNESOTA	STRUCTURE SCHEDULES OLD VILLAGE PHASE 4 IMPROVEMENTS	FILE NO. 145378	3 54
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NOTES:

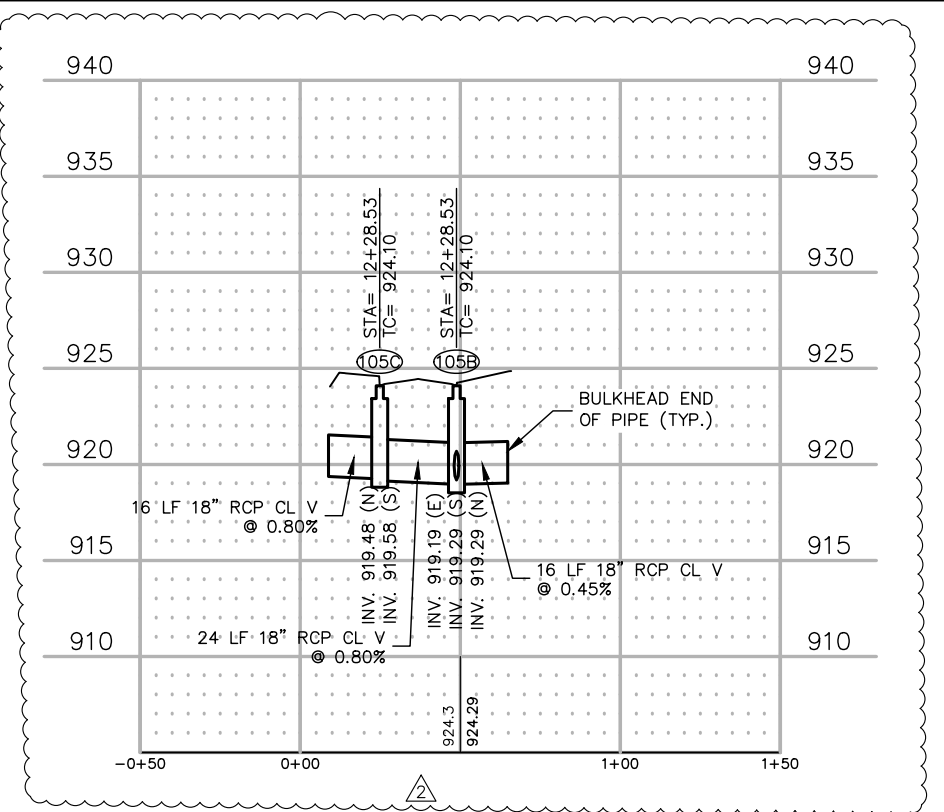
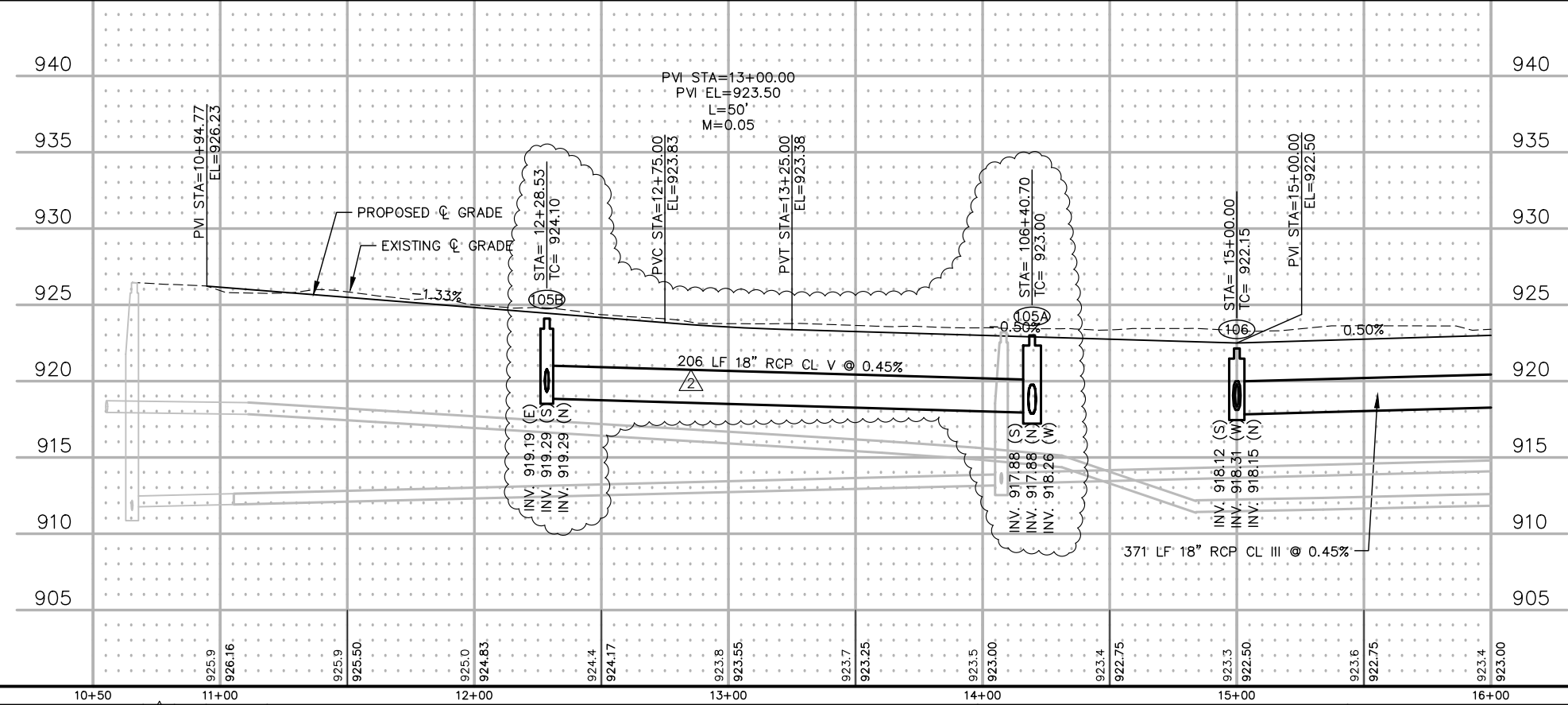
1. CONTRACTOR TO VERIFY ALL UTILITY ELEVATIONS AND PIPE SIZES PRIOR TO BEGINNING STORM SEWER WORK.
2. PROTECT ALL FACILITIES NOT SPECIFIED FOR REMOVAL.
3. SEE STORM STRUCTURE SCHEDULE FOR STORM SEWER IMPROVEMENTS.
4. REPLACE ALL PEDESTRIAN RAMPS WITHIN PROJECT AREA PER DETAIL AS DIRECTED BY ENGINEER.



BENCHMARK EL. 925.75  
TNH SE QUAD 36TH ST. N  
& LAYTON AVE. N.

BENCHMARK EL. 927.30  
TNH LAYTON AVE. N &  
N. BALLPARK ENTRANCE

36TH ST. N. / LAYTON AVE. N.



DRAWN BY: AJB/JRB	NO. 2	BY AJB	DATE 5/17/18	CHANGE ORDER #1
DESIGNER: JRT				
CHECKED BY: SDH				
DESIGN TEAM				

I HEREBY CERTIFY THAT THIS PLAN 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.

*Scott D. Haupt*  
Scott D. Haupt, PE  
Date: 04/26/18 Lic. No. 46603

PHONE: 651.490.2000  
3535 VADNAIS CENTER DR.  
ST. PAUL, MN 55110-5196  
www.sehinc.com

LAKE ELMO,  
MINNESOTA

STREET AND STORM SEWER  
36TH ST. N./LAYTON AVE. N.  
OLD VILLAGE PH. 4 IMPROVEMENTS

FILE NO.  
145378

30  
54

NOTES:

1. CONTRACTOR TO VERIFY ALL UTILITY ELEVATIONS AND PIPE SIZES PRIOR TO BEGINNING STORM SEWER WORK.
2. PROTECT ALL FACILITIES NOT SPECIFIED FOR REMOVAL.
3. SEE STORM STRUCTURE SCHEDULE FOR STORM SEWER IMPROVEMENTS.
4. CONTRACTOR SHALL COORDINATE ACCESS TO PROPERTY OWNERS.

EXISTING 60" STORM PIPE LIKELY CONTAINS WATER. CONTRACTOR SHALL UTILIZE NECESSARY MEASURES TO REMOVE/MINIMIZE WATER TO ALLOW FOR NEW STRUCTURE INSTALLATION. THIS SHALL BE CONSIDERED INCIDENTAL TO STRUCTURE INSTALLATION.

CONNECT TO EXIST. 60" STORM PIPE

PROTECT EXIST. 8" PVC

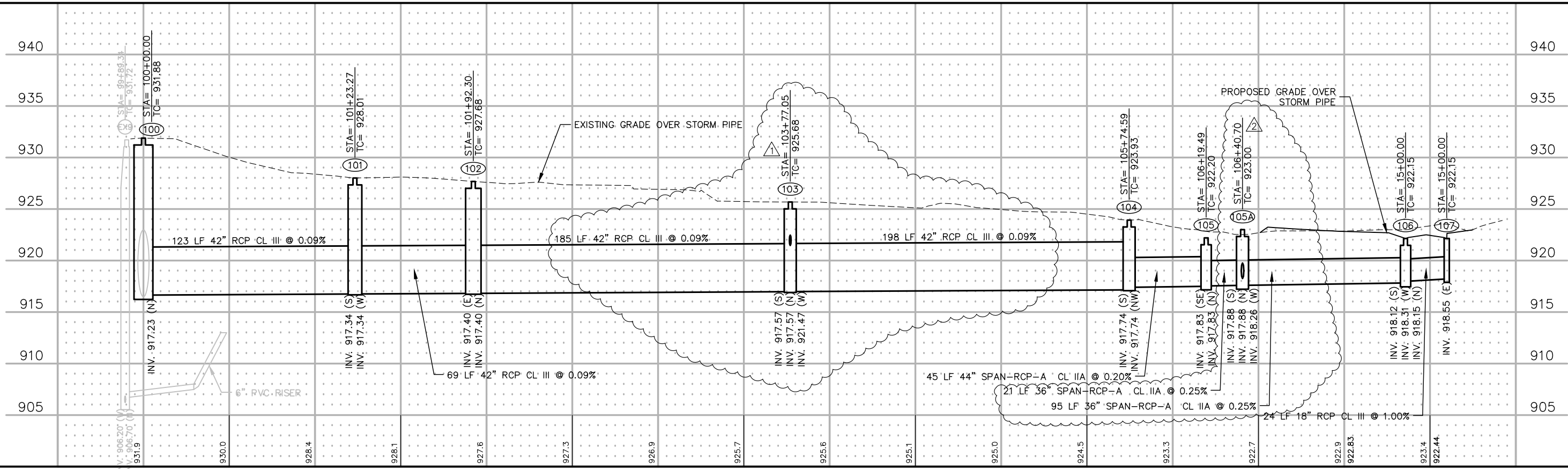
F&I TRENCH DRAIN AND GRATE SYSTEM PER SPECIFICATIONS SEE SHEET 34 FOR DETAILS  
27" CB  
SEE SHEET 33 FOR PROFILE VIEW. VERIFY PROPOSED COURT ELEVATION BEFORE INSTALLATION  
SEE SHEET 35 FOR DETAIL

INSTALL BITUMINOUS CURB (AS DIRECTED)

SEE SHEET 30

SEE SHEET 31

TRUNK STORM SEWER



S:\KOL\LakeMo\145378\5-final-dsgn\10-Civil\cod\dwg\sheet\el145378s04\_Trunk Storm.dwg 5/17/2018 2:08 PM abona

DRAWN BY: AJB/JRB	AJB	5/3/18	REVISED COURT LAYOUT/LOCATION AND MOVED STORM SEWER STRUCTURES 103 & 110. ADDED TRENCH DRAIN.
DESIGNER: JRT	AJB	5/17/18	CHANGE ORDER #1
CHECKED BY: SDH			
DESIGN TEAM	NO.	BY	DATE
			REVISIONS

I HEREBY CERTIFY THAT THIS PLAN 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.  
*Scott D. Haupt*  
Scott D. Haupt, PE  
Date: 04/26/18  
Lic. No. 46603

SEH  
PHONE: 651.490.2000  
3535 VADNAIS CENTER DR.  
ST. PAUL, MN 55110-5196  
www.sehinc.com

LAKE ELMO,  
MINNESOTA

TRUNK STORM SEWER  
OLD VILLAGE PHASE 4 IMPROVEMENTS

FILE NO.  
145378

32  
54



PROJECT SCHEDULE  
CITY OF LAKE ELMO

**FOCUS** ENGINEERING, inc.

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

OLD VILLAGE PHASE 4: STREET AND UTILITY IMPROVEMENTS  
PROJECT NO. 2017.157

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SEPTEMBER 5, 2017	Council authorizes preliminary design and preparation of the Feasibility Report.
FEBRUARY 20, 2018	Council orders the preparation of Plans and Specifications.
APRIL 17, 2018	Presentation of Feasibility Report. Council accepts Report and calls Improvement Hearing and Assessment Hearing. Approve Plans and Specifications and Order Advertisement for Bids.
MAY 10, 2018	Receive Contractor Bids.
MAY 15, 2018	Public Improvement Hearing and Final Assessment Hearing. Council <u>Orders the Improvement</u> (requires 4/5th vote).
JUNE 5, 2018	Adopt Final Assessment Roll. Accepts Bids and Award Contract.
JUNE 26, 2018	Conduct Pre-Construction Meeting and issue Notice to Proceed. <ul style="list-style-type: none"><li>•OCTOBER 27, 2018 Substantial Completion.</li><li>•JUNE 21, 2019 Final Completion.</li></ul>

## **ASSESSMENT AGREEMENT**

**THIS ASSESSMENT AGREEMENT** (this "Agreement") is made this \_\_\_\_ day of \_\_\_\_\_, 2018, by and between the City of Lake Elmo, a Minnesota municipal corporation (the "City") and C.A. Gerbitz Co., Inc., a Minnesota corporation (the "Owner").

**WHEREAS**, the Owner is the fee owner of certain land located at: 11299 Stillwater Boulevard N, Lake Elmo, Minnesota, identified as PID #13.029.21.24.0017, legally described on the attached Exhibit A (the "Property"); and

**WHEREAS**, the Owner received notice from the City that the Property was going to be specially assessed for street, drainage, and sanitary sewer improvements as part of the City's Old Village Phase 4 Street and Utility Improvement Project (the "Project"); and

**WHEREAS**, the Property was going to be specially assessed \$87,780.00 for street and drainage improvements and \$34,800.00 for sanitary sewer improvements, which is a total assessment of \$122,580.00 (the "Assessment"); and

**WHEREAS**, the improvement hearing and the final assessment hearing for the Project were held by the City Council on May 15, 2018 (the "Hearings"); and

**WHEREAS**, the Owner filed an objection to the Assessment with the City prior to the Hearings; and

**WHEREAS**, the City and the Owner have agreed that the Owner will withdraw its objection to the Assessment and not file a special assessment appeal related to the Assessment provided that the City agree to reduce the Assessment as set forth in this Agreement; and

**NOW, THEREFORE**, based on the foregoing recitals which are incorporated herein, the parties agree as follows:

1. The Owner represents and agrees that it is the fee owner of the Property, has full legal power and authority to encumber the Property as herein provided, that doing so is not in violation of the terms or conditions of any instrument or agreement of any nature to which the Owner is bound or which relates in any manner to the Property including, but not limited to, outstanding mortgages, liens, or encumbrances against the Property.
2. The City agrees that it will reduce the amount of the Assessment related to the street and drainage improvements from \$87,780.00 to \$52,668.00. This will be reflected in the final assessment roll that is to be adopted by the City Council at its meeting on June 5, 2018. The sanitary sewer improvement assessment will remain the same (\$34,800.00). Therefore, the amount of the Assessment will be \$87,468.00.
3. The Owner hereby withdraws its objection to the Assessment. The Owner waives notice of hearing and hearing on the Assessment, waives its right to appeal the levy of the

Assessment and agrees that all requirements of Minnesota Statutes Chapter 429 are hereby waived.

4. This Agreement shall bind the Owner and its successors and assigns and run with the Property. The parties intend that this Agreement to be in a form which is recordable among the land records of Washington County, Minnesota.
5. The Owner represents and warrants that the Property is not classified for tax purposes so as to result in any deferral, avoidance of, or limitation on the obligation to pay special assessments including, without limitation, under the Minnesota "Green Acres" statute. The Owner agrees that no action will be taken nor any application or request will be filed to secure such tax status for the Property until the Assessment is paid in full.
6. The Owner agrees to execute any document requested by the City or Washington County in order to implement the intent of this Agreement.
7. This Agreement shall terminate upon the payment of the Assessment.

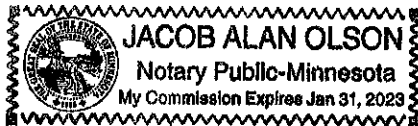
C.A. GERBITZ CO., INC.

By: Debra K Grobner

Its: V. P.

STATE OF MINNESOTA       )  
  )ss.  
COUNTY OF WASHINGTON )

The foregoing instrument was acknowledged before me this 30 day of MAY, 2018, by Debra K Grobner the V. P. of C.A. Gerbitz Co., Inc., a Minnesota corporation on behalf of the corporation.



[Signature]  
Notary Public

**CITY OF LAKE ELMO**

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

Mike Pearson

Its: Mayor

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

Julie Johnson

Its: City Clerk

STATE OF MINNESOTA            )  
  ) ss  
COUNTY OF WASHINGTON        )

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

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

This document drafted by:  
KENNEDY & GRAVEN, CHARTERED (SJS)  
470 U.S. Bank Plaza  
200 South Sixth Street  
Minneapolis MN 55402  
(612) 337-9300

## **EXHIBIT A**

### **Legal Description of the Property**

That part of Lot 40, County Auditor' Subdivision No. 8, County of Washington, State of Minnesota with the point of beginning starting at the intersection of the east line of Chicago Avenue as platted in Busch's 1<sup>st</sup> Addition to Cloverdale and the Southwesterly right-of-way line of Minnesota Highway 212 then South along the East line SD Avenue 399.2 feet then East at a right angle 100.16 feet then North and parallel with the SD East line SD Avenue 470.61 feet to its intersection with the Southwesterly right-of-way SD Highway 212 then Southwesterly along SD right-of-way Highway 212 for 123 feet to the point of beginning.

## ASSESSMENT AGREEMENT

**THIS ASSESSMENT AGREEMENT** (this “Agreement”) is made this 30 day of May, 2018, by and between the City of Lake Elmo, a Minnesota municipal corporation (the “City”) and Elmo Inn Enterprises, Inc., a Minnesota corporation (the “Owner”).

**WHEREAS**, the Owner is the fee owner of certain land located at: 3712 Layton Avenue N, Lake Elmo, Minnesota, identified as PID #13.029.21.24.0025, legally described on the attached Exhibit A (the “Property”); and

**WHEREAS**, the Owner received notice from the City that the Property was going to be specially assessed for street, drainage, and sanitary sewer improvements as part of the City’s Old Village Phase 4 Street and Utility Improvement Project (the “Project”); and

**WHEREAS**, the Property was going to be specially assessed \$88,220.00 for street and drainage improvements and \$81,200.00 for sanitary sewer improvements, which is a total assessment of \$169,420.00 (the “Assessment”); and

**WHEREAS**, the improvement hearing and the final assessment hearing for the Project were held by the City Council on May 15, 2018 (the “Hearings”); and

**WHEREAS**, the Owner filed an objection to the Assessment with the City prior to the Hearings; and

**WHEREAS**, the City and the Owner have agreed that the Owner will withdraw its objection to the Assessment and not file a special assessment appeal related to the Assessment provided that the City agrees to reduce the Assessment as set forth in this Agreement and satisfies certain parking issues related to the Property; and

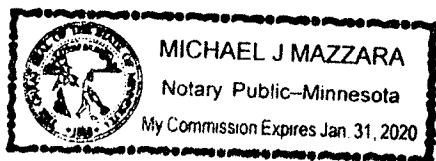
**NOW, THEREFORE,** based on the foregoing recitals which are incorporated herein, the parties agree as follows:

1. The Owner represents and agrees that it is the fee owner of the Property, has full legal power and authority to encumber the Property as herein provided, that doing so is not in violation of the terms or conditions of any instrument or agreement of any nature to which the Owner is bound or which relates in any manner to the Property including, but not limited to, outstanding mortgages, liens, or encumbrances against the Property.
2. The City agrees that it will reduce the amount of the Assessment related to the street and drainage improvements from \$88,220.00 to \$52,932.00. This will be reflected in the final assessment roll that is to be adopted by the City Council at its meeting on June 5, 2018. The sanitary sewer improvement assessment will remain the same (\$81,200.00). Therefore, the amount of the Assessment will be \$134,132.00.
3. The City and the Owner agree that only parallel parking will be allowed along Layton Avenue N and that angle parking will not be permitted. There will be seven parallel parking spaces on Layton Avenue N that will be along the Property.
4. The City agrees that the Owner and its employees and customers may use the City-owned parking lot that is located at the site of the VFW Baseball Field, PID #13.029.21.24.0018 (the "Parking Lot") for parking. The City agrees that it will grade the Parking Lot and put down an aggregate base material no later than December 31, 2018. The City further agrees to keep the Parking Lot plowed and maintained in accordance with City standard practice.
5. The City agrees that as part of the Project, it will not stripe Layton Avenue N with double yellow stripes which would have prohibited parking along Layton Avenue N. The City agrees that parking will be permitted along the east side of Layton Avenue N. for the time being, but in the event that the City finds there to be a public safety issue at a later date, it may decide to prohibit parking.
6. The City agrees that it will not, as part of the Project remove the street lights and landscaping that were installed in the right-of-way by the Owner. The Owner shall be responsible for maintaining these items. By allowing these items to remain in the right-of-way, the City is not, except as otherwise provided in this Agreement, waiving any rights that it has to the right-of-way, including, but not limited to, the right to require the Owner to remove these items from the right-of-way in the future.
7. The Owner hereby withdraws its objection to the Assessment. The Owner waives notice of hearing and hearing on the Assessment, waives its right to appeal the levy of the Assessment and agrees that all requirements of Minnesota Statutes Chapter 429 are hereby waived as they relate to the Property, the Project, and the Assessment.



8. This Agreement shall bind the Owner and its successors and assigns and run with the Property. The parties intend that this Agreement to be in a form which is recordable among the land records of Washington County, Minnesota.
9. The Owner represents and warrants that the Property is not classified for tax purposes so as to result in any deferral, avoidance of, or limitation on the obligation to pay special assessments including, without limitation, under the Minnesota "Green Acres" statute. The Owner agrees that no action will be taken nor any application or request will be filed to secure such tax status for the Property until the Assessment is paid in full.
10. The Owner agrees to execute any document requested by the City or Washington County in order to implement the intent of this Agreement.
11. This Agreement shall terminate upon the payment of the Assessment.

**ELMO INN ENTERPRISES, INC.**



By: John Schiltz  
Its: President

STATE OF MINNESOTA       )  
  )ss.  
COUNTY OF WASHINGTON )

The foregoing instrument was acknowledged before me this 30<sup>th</sup> day of May, 2018, by John Schiltz the President of Elmo Inn Enterprises, Inc., a Minnesota corporation on behalf of the corporation.

Michael J. Mazzara  
Notary Public

**CITY OF LAKE ELMO**

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

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

STATE OF MINNESOTA            )  
  ) ss  
COUNTY OF WASHINGTON        )

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

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

This document drafted by:  
KENNEDY & GRAVEN, CHARTERED (SJS)  
470 U.S. Bank Plaza  
200 South Sixth Street  
Minneapolis MN 55402  
(612) 337-9300

## **EXHIBIT A**

### **Legal Description of the Property**

Lots 11, 12, 13, 14, and 15 of Block 2, Busch's 1<sup>st</sup> Addition to Cloverdale, according to the recorded plat thereof, County of Washington, State of Minnesota.

## **DRAINAGE AND UTILITY EASEMENTS**

THIS INSTRUMENT is made by CHEEE, LLC, a Minnesota limited liability company, Grantor, in favor of the City of Lake Elmo, Grantee (the "City").

### Recitals

- A. Grantor is the fee owner of the property located in Washington County Minnesota (the "Property") and legally described on Exhibit A attached hereto.
- B. Grantor desires to grant to the City easements, according to the terms and conditions contained herein.

### Terms of Easements

1. Grant of Easements. For good and valuable consideration, receipt of which is acknowledged by Grantor, Grantor grants and conveys to the City perpetual, non-exclusive drainage and utility easements over, under, and across the portion of the Property described on Exhibit B and depicted on Exhibit C attached hereto.
2. Scope of Easements. The perpetual, non-exclusive drainage and utility easements granted herein includes the right of the City, its contractors, agents, and employees to enter the premises at all reasonable times for the purpose of locating, constructing, reconstructing, operating, maintaining, inspecting, altering and repairing the utilities, drainage ways and stormwater facilities in the described easement areas.

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

3. Warranty of Title. The Grantor warrants it is the owner of the Property and has the right, title and capacity to convey to the City the easements herein.

4. Environmental Matters. The City shall not be responsible for any costs, expenses, damages, demands, obligations, including penalties and reasonable attorneys' fees, or losses resulting from any claims, actions, suits or proceedings based upon a release or threat of release of any hazardous substances, pollutants, or contaminants which may have existed on, or which relate to, the easement areas or Property prior to the date of this instrument.

5. Binding Effect. The terms and conditions of this instrument shall run with the land and be binding on the Grantor, its successors and assigns.

Dated this 30<sup>th</sup> day of May, 2018.

GRANTOR  
CHEEE, LLC

By: James Edison Jr.  
Its: CHIEF MANAGER

STATE OF MINNESOTA )  
 ) ss.  
COUNTY OF Washington )

The foregoing instrument was acknowledged before me this 30 day of May, 2018 by James Edison Jr., the Chief Manager of CHEEE, LLC, a Minnesota limited liability company, on behalf of the company, Grantor.

Janine Mario Junker  
Notary Public

NOTARY STAMP OR SEAL

THIS INSTRUMENT DRAFTED BY:

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



**EXHIBIT A TO  
DRAINAGE AND UTILITY EASEMENTS**

Legal Description of the Property

Parcels 2, 3 and 4: All that part of the West half of Section 13, Township 29 North, Range 21 West, City of Lake Elmo, Washington County, Minnesota and all that part of Lots 13 through 22, Block 1, ELMO PARK and all that part of Lot 40, COUNTY AUDITOR'S PLAT NO. 8 according to the plats thereof; on file and of record in the office of the County Recorder, Washington County, Minnesota, described as follows: Commencing at the North Quarter Section corner of said Section 13; thence South 88 degrees 32 minutes 13 seconds West, (bearing based on the Washington County Project Coordinate System, South Zone), along the North line of said Section 13, a distance of 726.05 feet to its intersection with the West line of the East 726.00 feet of said West Half of Section 13; thence South 00 degrees 48 minutes 00 seconds East, along said West line of the East 726.00 feet of the West Half of Section 13, a distance of 2633.85 feet to Judicial Landmark No. 7 and to its intersection with a Northeasterly extension of the Southerly line of Block 1, of said ELMO PARK, and to the point of beginning of the this description; thence South 71 degrees 44 minutes 52 seconds West, along said Northeasterly extension of the Southerly line of Block 1 ELMO PARK and along the Southerly line of Block 1, ELMO PARK, a distance of 478.71 feet to Judicial Landmark No. 8 and to a point which is 21.25 feet Northeasterly from the Southwesterly corner of said Lot 13, Block 1, ELMO PARK, and as measured along the Southerly line of said Lot 13, Block 1, ELMO PARK; thence North 18 degrees 15 minutes 08 seconds West, perpendicular to said Southerly line of Lot 13, Block 1, ELMO PARK, a distance of 157.29 feet to Judicial Landmark No. 16 and to its intersection with a line that bears North 89 degrees 47 minutes 31 seconds East from the Northeast corner of Lot 21, Block 4, CLOVERDALE, according to the plat thereof, on file and of record in the office of the County Recorder, Washington County, Minnesota; thence North 89 degrees 47 minutes 31 seconds East, a distance of 11.09 feet to Judicial Landmark No. 1; thence North 71 degrees 45 minutes 35 seconds East, a distance of 188.02 feet to Judicial Landmark No. 2; thence North 00 degrees 52 minutes 30 seconds West, parallel with the East line of said Block 4, CLOVERDALE, a distance of 346.30 feet to Judicial Landmark No. 3 and to its intersection with an Easterly extension of the South line of 36<sup>th</sup> Street North, formerly known as Busch Avenue, as described and dedicated in the plat of BUSCH'S FIRST ADDITION TO CLOVERDALE ELMO on file and of record in the office of the County Recorder, Washington County, Minnesota; thence South 89 degrees 07 minutes 28 seconds West, along said Easterly extension of said South line of 36<sup>th</sup> Street North, a distance of 40.00 feet to Judicial Landmark No. 4 and to its intersection with the East line of Layton Avenue North, formerly known as Chicago Avenue, as described and dedicated in said BUSCH'S FIRST ADDITION TO CLOVERDALE ELMO; thence North 00 degrees 43 minutes 04 seconds West, along said East line of Layton Avenue North, a distance of 59.97 feet to Judicial Landmark No. 5 and to its intersection with an Easterly extension of the North line of said 36<sup>th</sup> Street North; thence North 89 degrees 02 minutes 11 seconds East, along said Easterly extension of the North line of said 36<sup>th</sup> Street North, a distance of 353.76 feet, more or less, to Judicial Landmark No. 6 and to its intersection with said West line of the East 726.00 feet of the West Half of Section 13; thence South 00 degrees 48 minutes 00 seconds East, along said West line of the East 726.00 feet of the

West Half of Section 13, a distance of 469.94 feet to Judicial Landmark No. 7 and to the point of beginning.

The boundaries of Parcels 2, 3 and 4 have been marked by Judicial Landmarks set pursuant to Torrens, Case No. C3-88-5612.

Together with easement for storage purposes reserved in Document Number 1155779.

(Torrens Certificate No. 61168).

**EXHIBIT B TO  
DRAINAGE AND UTILITY EASEMENTS**

Legal Description of the Easement Areas

A perpetual easement for drainage and utility purposes over, under, across and through that part of the parcel of land described in Exhibit A, described as follows:

Commencing at said Judicial Landmark No. 5; thence on an assigned bearing of South 00 degrees 06 minutes 06 seconds West, along the west line of said parcel of land, a distance of 27.40 feet to the Point of Beginning of the easement to be described; thence South 61 degrees 12 minutes 37 seconds East 45.56 feet; thence South 00 degrees 03 minutes 20 seconds East a distance of 10.59 feet to the easterly extension of the southerly right-of-way line of 36th Street; thence South 89 degrees 56 minutes 38 seconds West, a distance of 40.00 feet, along the easterly extension of said southerly right-of-way line to the east right -of-way line of Layton Avenue North; thence North 00 degrees 06 minutes 06 minutes East, along said east right-of-way line, a distance of 32.57 feet to the point of beginning. Said easement contains 867 square feet, more or less,

AND

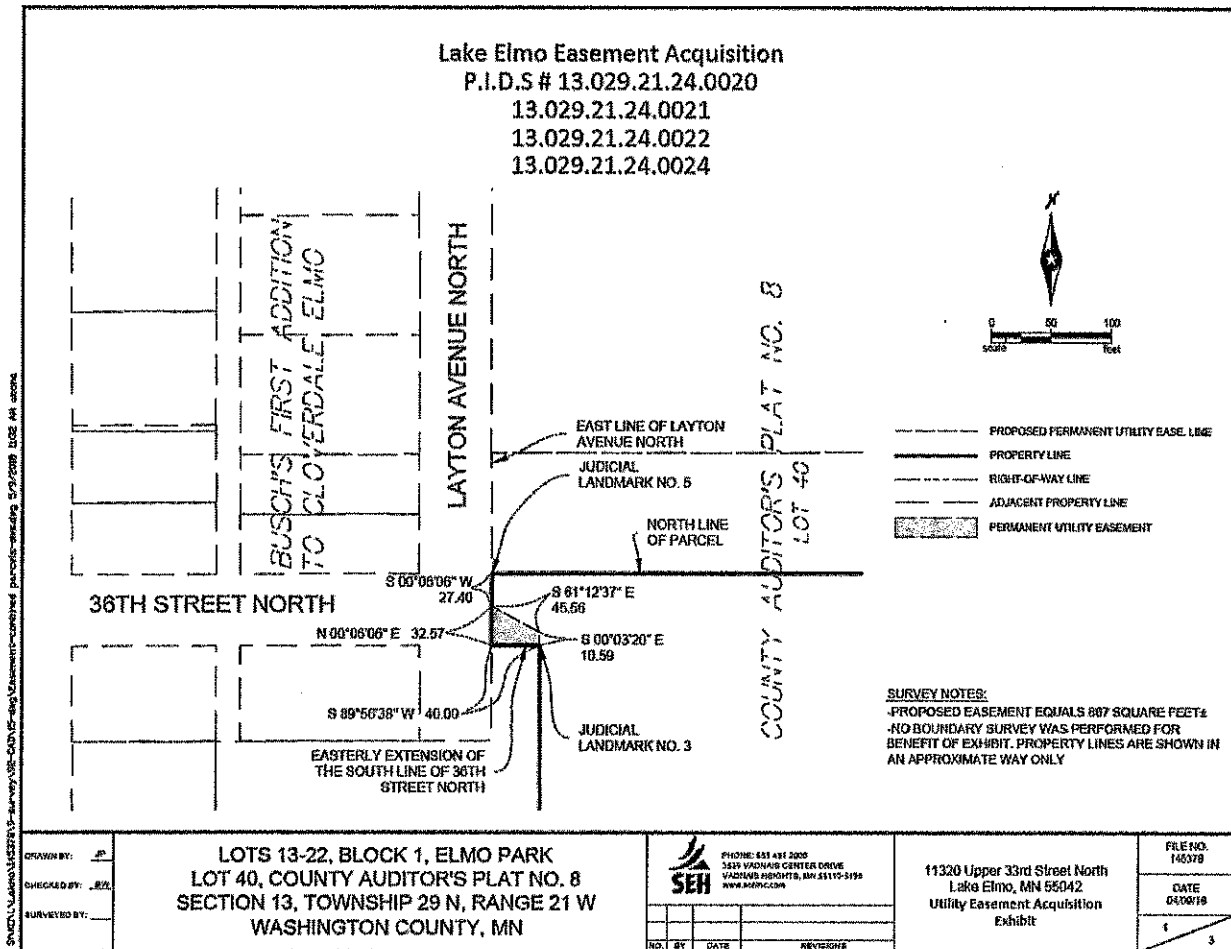
A perpetual easement for drainage and utility purposes over, under, across and through that part of the parcel of land described in Exhibit A, described as follows:

Commencing at said Judicial Landmark No. 7; thence on an assigned bearing of South 72 degrees 34 minutes 02 seconds West, along the south line of said Block 1, ELMO PARK, a distance of 217.46 feet to the point of beginning of the easement to be herein described; thence continue South 72 degrees 34 minutes 02 seconds West, along said south line, a distance of 30.00 feet; thence North 17 degrees 27 minutes 34 seconds West 91.14 feet; thence South 89 degrees 45 minutes 09 seconds West 72.93 feet; thence North 00 degrees 23 minutes 14 seconds West 43.02 feet to a line between said Judicial Landmark No. 1 and No. 2; thence North 72 degrees 34 minutes 45 seconds East, along said line between Judicial Landmark No. 1 and No. 2, a distance of 24.42 feet to said Judicial Landmark No. 2; thence South 00 degrees 03 minutes 20 seconds East, along the southerly extension of a line between Judicial Landmark No. 2 and No. 3, a distance of 20.23 feet; thence North 89 degrees 45 minutes 09 seconds East 71.88 feet; thence South 17 degrees 27 minutes 34 seconds East 113.27 feet to the point of beginning. Said easement contains 5,974 square feet, more or less.

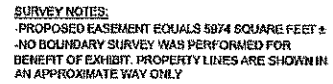


# EXHIBIT C TO DRAINAGE AND UTILITY EASEMENTS

## Depictions of Drainage and Utility Easements



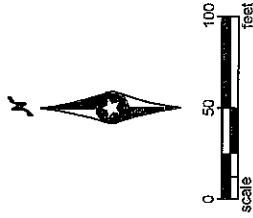
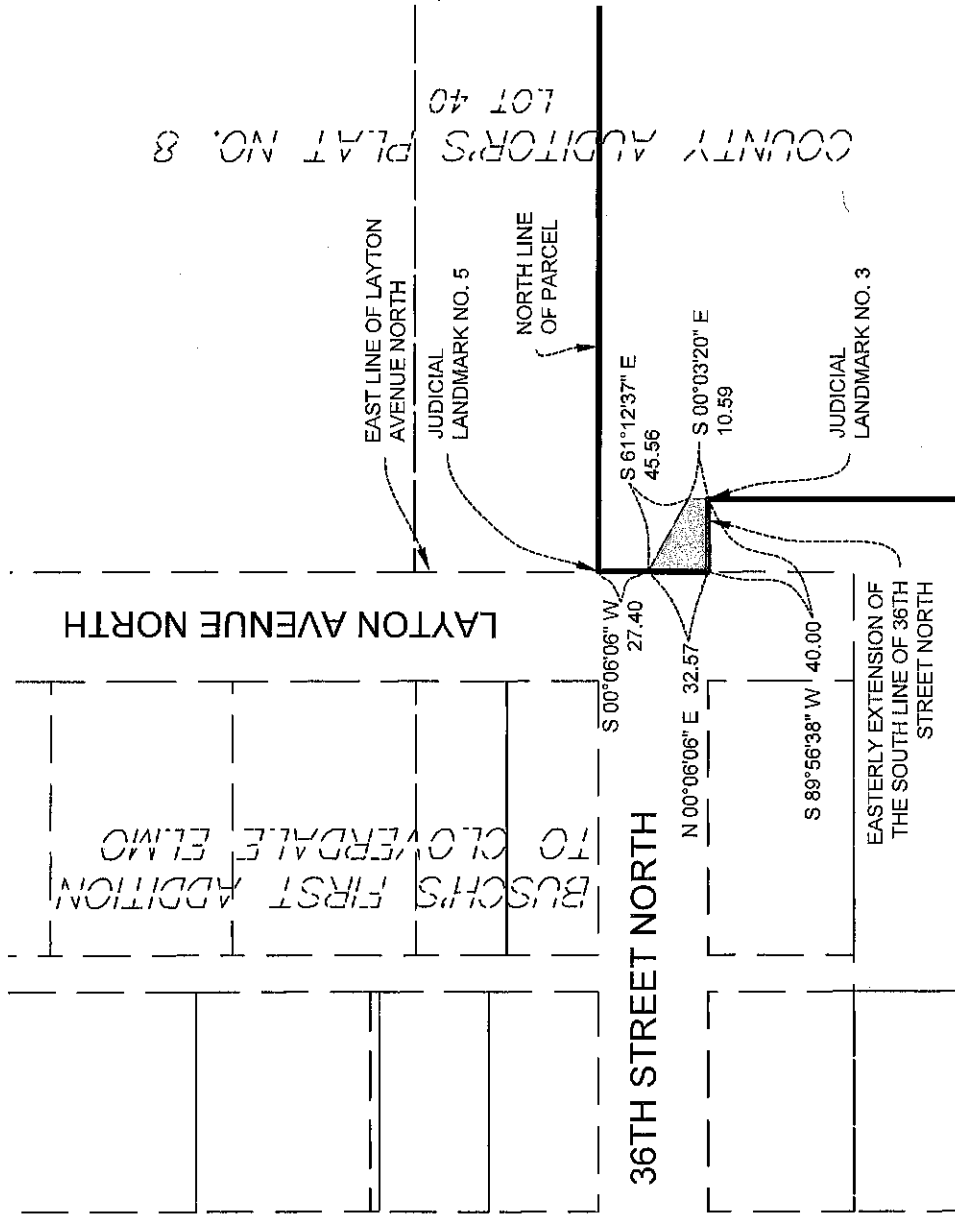
13.029.21.24.0024



FILE NO.  
145978

DATE  
04/02/10

Lake Elmo Easement Acquisition  
P.I.D.S # 13.029.21.24.0020  
13.029.21.24.0021  
13.029.21.24.0022  
13.029.21.24.0024

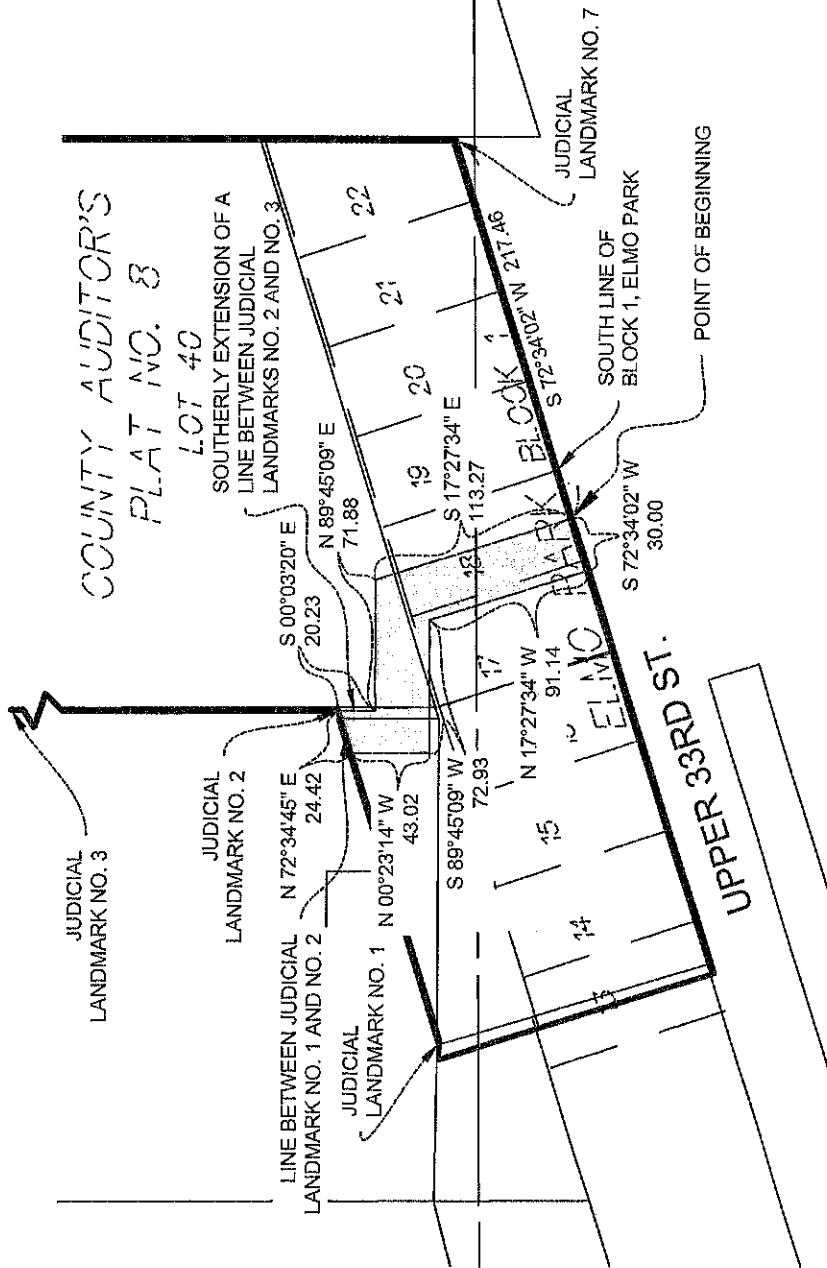


- PROPOSED PERMANENT UTILITY EASE. LINE
- \_\_\_ PROPERTY LINE
- RIGHT-OF-WAY LINE
- ADJACENT PROPERTY LINE
- █ PERMANENT UTILITY EASEMENT

**SURVEY NOTES:**  
-PROPOSED EASEMENT EQUALS 867 SQUARE FEET±  
-NO BOUNDARY SURVEY WAS PERFORMED FOR  
BENEFIT OF EXHIBIT. PROPERTY LINES ARE SHOWN IN  
AN APPROXIMATE WAY ONLY

DRAWN BY: JP		FILE NO. 145378	
CHECKED BY: BW		DATE 04/09/18	
SURVEYED BY:		1 3	
LOTS 13-22, BLOCK 1, ELMO PARK LOT 40, COUNTY AUDITOR'S PLAT NO. 8 SECTION 13, TOWNSHIP 29 N, RANGE 21 W WASHINGTON COUNTY, MN			
PHONE: 651.491.2000 3635 VADNAIS CENTER DRIVE VADNAIS HEIGHTS, MN 55110-5195 www.sehinc.com		11320 Upper 33rd Street North Lake Elmo, MN 55042 Utility Easement Acquisition Exhibit	
NO. BY DATE REVISIONS			

Lake Elmo Easement Acquisition  
P.I.D.S # 13.029.21.24.0020  
13.029.21.24.0021  
13.029.21.24.0022  
13.029.21.24.0024



- PROPOSED PERMANENT UTILITY EASE LINE
- ===== PROPERTY LINE
- RIGHT-OF-WAY LINE
- ADJACENT PROPERTY LINE
- ===== PERMANENT UTILITY EASEMENT

**SURVEY NOTES:**  
-PROPOSED EASEMENT EQUALS 5974 SQUARE FEET ±  
-NO BOUNDARY SURVEY WAS PERFORMED FOR  
BENEFIT OF EXHIBIT. PROPERTY LINES ARE SHOWN IN  
AN APPROXIMATE WAY ONLY

DRAWN BY: JP CHECKED BY: BW SURVEYED BY:		LOT 13-22, BLOCK 1, ELMO PARK AND LOT 40, COUNTY AUDITOR'S PLAT NO. 8 SECTION 13, TOWNSHIP 29 N, RANGE 21 W WASHINGTON COUNTY, MN		PHONE 651.491.2000 3535 VADNAS CENTER DRIVE VADNAS HEIGHTS, MN 55110-0196 www.safino.com		11320 Upper 33rd Street North Lake Elmo, MN 55042 Utility Easement Acquisition Exhibit		FILE NO. 145378
								DATE 04/09/18
								2 / 3

**Legal Description of Record:**

Parcels 2, 3 and 4: All that part of the West half of Section 13, Township 29 North, Range 21 West, City of Lake Elmo, Washington County, Minnesota and all that part of Lots 13 through 22, Block 1, ELMO PARK and all that part of Lot 40, COUNTY AUDITOR'S PLAT NO. 8 according to the plats thereof; on file and of record in the office of the County Recorder, Washington County, Minnesota, described as follows: Commencing at the North Quarter Section corner of said Section 13; thence South 88 degrees 32 minutes 13 seconds West, (bearing based on the Washington County Project Coordinate System, South Zone), along the North line of said Section 13, a distance of 726.05 feet to its intersection with the West line of the East 726.00 feet of said West Half of Section 13; thence South 00 degrees 48 minutes 00 seconds East, along said West line of the East 726.00 feet of the West Half of Section 13, a distance of 2633.85 feet to Judicial Landmark No. 7 and to its intersection with a Northeasterly extension of the Southerly line of Block 1, ELMO PARK, and to the point of beginning of the this description; thence South 71 degrees 44 minutes 52 seconds West, along said Northeasterly extension of the Southerly line of Block 1, ELMO PARK and along the Southerly line of Block 1, ELMO PARK, a distance of 478.71 feet to Judicial Landmark No. 8 and to a point which is 21.25 feet Northeasterly from the Southwesterly corner of said Lot 13, Block 1, ELMO PARK, and as measured along the Southerly line of said Lot 13, Block 1, ELMO PARK; thence North 18 degrees 15 minutes 08 seconds West, perpendicular to said Southerly line of Lot 13, Block 1, ELMO PARK, a distance of 157.29 feet to Judicial Landmark No. 16 and to its intersection with a line that bears North 89 degrees 47 minutes 31 seconds East from the Northeast corner of Lot 21, Block 4, CLOVERDALE; according to the plat thereof, on file and of record in the office of the County Recorder, Washington County, Minnesota; thence North 89 degrees 47 minutes 31 seconds East, a distance of 11.09 feet to Judicial Landmark No. 1; thence North 71 degrees 45 minutes 35 seconds East, a distance of 188.02 feet to Judicial Landmark No. 2; thence North 00 degrees 52 minutes 30 seconds West, parallel with the East line of said Block 4, CLOVERDALE, a distance of 346.30 feet to Judicial Landmark No. 3 and to its intersection with an Easterly extension of the South line of 36th Street North, formerly known as Busch Avenue, as described and dedicated in the plat of BUSCH'S FIRST ADDITION TO CLOVERDALE ELMO on file and of record in the office of the County Recorder, Washington County, Minnesota; thence South 89 degrees 07 minutes 28 seconds West, along said Easterly extension of said South line of 36th Street North, a distance of 40.00 feet to Judicial Landmark No. 4 and to its intersection with the East line of Layton Avenue North, formerly known as Chicago Avenue, as described and dedicated in said BUSCH'S FIRST ADDITION TO CLOVERDALE ELMO; thence North 00 degrees 43 minutes 04 seconds West, along said East line of Layton Avenue North, a distance of 59.97 feet to Judicial Landmark No. 5 and to its intersection with an Easterly extension of the North line of said 36th Street North; thence North 89 degrees 02 minutes 11 seconds East, along said Easterly extension of the North line of said 36th Street North, a distance of 353.76 feet, more or less, to Judicial Landmark No. 6 and to its intersection with said West line of the East 726.00 feet of the West Half of Section 13; thence South 00 degrees 48 minutes 00 seconds East, along said West line of the East 726.00 feet of Section 13, a distance of 469.94 feet to Judicial Landmark No. 7 and to the point of beginning.

The boundaries of Parcels 2, 3 and 4 have been marked by Judicial Landmarks set pursuant to Torrens, Case No. C3-88-5612.

Together with easement for storage purposes reserved in Document Number 1155779.

(Torrens Certificate No. 61168)

**Proposed Drainage and Utility Easement:**

A perpetual easement for drainage and utility purposes over, under, across and through that part of the above described parcel of land, described as follows:

Commencing at said Judicial Landmark No. 5; thence on an assigned bearing of South 00 degrees 06 minutes 06 seconds West, along the west line of said parcel of land, a distance of 27.40 feet to the Point of Beginning of the easement to be described; thence South 61 degrees 12 minutes 37 seconds East 45.56 feet; thence South 00 degrees 03 minutes 20 seconds East a distance of 10.59 feet to the easterly extension of the southerly right-of-way line of 36th Street; thence South 89 degrees 56 minutes 38 seconds West, a distance of 40.00 feet, along the easterly extension of said southerly right-of-way line to the east right -of-way line of Layton Avenue North; thence North 00 degrees 06 minutes 06 seconds East, along said east right-of-way line, a distance of 32.57 feet to the point of beginning. Said easement contains 867 square feet, more or less.

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3535 VADNAIS CENTER DRIVE  
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**LOTS 13-22, BLOCK 1, ELMO PARK AND  
LOT 40, COUNTY AUDITOR'S PLAT NO. 8  
SECTION 13, TOWNSHIP 29 N, RANGE 21 W  
WASHINGTON COUNTY, MN**

DRAWN BY: JP  
CHECKED BY: BW  
SURVEYED BY:

11320 Upper 33rd Street North  
Lake Elmo, MN 55042  
Utility Easement Acquisition  
Exhibit

FILE NO.  
145378

DATE  
04/09/18

3

REVISIONS

DATE

NO. BY



## STAFF REPORT

DATE: June 5, 2018

**REGULAR**

ITEM #: 11

**AGENDA ITEM:** MS4 Permit Program – Public Meeting and Accept the 2017 Annual Report

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

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

---

**ISSUE BEFORE COUNCIL:** Should the City Council approve the Annual Report for the MS4 Permit Program?

**BACKGROUND:** The MS4 General Permit is mandated by the federal regulations under the Clean Water Act and administered by the Minnesota Pollution Control Agency. A municipal separate storm sewer system (MS4) is a conveyance or system of conveyances (roads with drainage systems, municipal streets, catch basins, curbs, gutters, ditches, man-made channels, and storm drains) owned by a municipality. The MS4 program gives owners or operators of MS4's approval to discharge storm water to lakes, rivers and wetlands in Minnesota. The MS4 General Permit focuses on reducing the pollution that enters these public systems and discharges to wetlands, streams and lakes ("waters of the state"). By federal rule, storm water systems in urban areas are labeled Mandatory MS4s. The City of Lake Elmo is a Mandatory MS4 City.

As a MS4 City, Lake Elmo was required to obtain and comply with a National Pollutant Discharge and Elimination System (NPDES) storm water permit. To meet these requirements the City prepared and implemented a five year Storm Water Pollution Prevention Program (SWPPP) beginning in 2006 and extending through 2010. The MPCA reissued a new five year program effective August 1, 2013 that extends to July 31, 2018.

The SWPPP specifies and outlines a series of best management practices intended to satisfy the permit requirements for each of the six minimum control measures. The six minimum control measures are:

1. Public Education and Outreach
2. Public Involvement and Participation
3. Illicit Discharge Detection and Elimination
4. Construction Site Storm Water Controls
5. Post-Construction Storm Water Management for development and redevelopment
6. Pollution Prevention/Good Housekeeping for Municipal Operations

**PROPOSAL DETAILS/ANALYSIS:** As part of the on-going permit requirements as a mandatory MS4 City, Staff has prepared the 2017 MS4 Annual Report and will present a summary report to the City Council and general public. The City must hold an Annual Public Meeting to encourage public discussion and participation regarding its storm water quality and steps it is taking to address the MS4 Permit requirements. Notice of this meeting was posted at City Hall and published in the Oakdale-Lake Elmo Review on May 9, 2018 (see attachment). Public input received will be considered for updating the City's Storm Water

Pollution Prevention Program (SWPPP) and the meeting minutes will be incorporated into the City's final report. The 2017 MS4 Annual Report must be submitted to the MPCA by June 30, 2018. A copy of the City's Storm Water Pollution Prevention Program (SWPPP) is available on the City website.

**RECOMMENDATION:** Staff is recommending that the City Council conduct the Annual Public Meeting required by the MS4 Permit and receive public input and comments. After receiving a staff presentation and public comment, it is recommended that the City Council accept the MS4 Annual Report for 2017 and authorize staff to submit this report to the MPCA by June 30, 2018. The recommended motion for the action is as follows:

***“Move to accept the MS4 Annual Report for 2017 and authorize staff to submit the Report to the MPCA.”***

**ATTACHMENTS:**

1. Notice of MS4 Annual Public Meeting.
2. EMWREP Annual Report – Executive Summary (full report available upon request).
3. City of Lake Elmo 2017 MS4 Annual Report.

**CITY OF LAKE ELMO**  
**NOTICE OF ANNUAL PUBLIC MEETING**  
**ON THE CITY STORM WATER POLLUTION PREVENTION PROGRAM**

Notice is hereby given that the City Council of Lake Elmo will meet at City Hall at 7:00 p.m. on Tuesday, June 5, 2018, to conduct a public meeting to encourage public discussion and participation regarding its storm water quality and Storm Water Pollution Prevention Program (SWPPP).

A 1987 Amendment to the Federal Clean Water Act required implementation of a two-phase comprehensive national program to reduce pollution from storm water runoff. A National Pollutant Discharge Elimination System (NPDES) permit from the Minnesota Pollution Control Agency (MPCA) is required as part of this program. The permit identifies a number of measures that must be met or implemented by each community. The six minimum measures are:

- Public Education and Outreach
- Public Involvement and Participation
- Illicit Discharge Detection and Elimination
- Construction Site Storm Water Controls
- Post-Construction Storm Water Management for development and redevelopment
- Pollution Prevention/Good Housekeeping for Municipal Operations

The City's Storm Water Pollution Prevention Program specifies best management practices intended to satisfy the permit requirements for each of the minimum measures. As part of this program, the City is required to hold an annual meeting to encourage public discussion and participation regarding its storm water quality and steps it is taking to address the six minimum control measures. A copy of the SWPPP is available on the City website or by contacting the City Engineer. An annual report will be submitted to the MPCA in June 2018. The minutes of the annual public meeting will be incorporated into the City's annual report.

The meeting will be held as part of the regular City Council Meeting at City Hall. The agenda for this meeting will include:

- 1) A Presentation about implementation of the City's Surface Water Pollution Prevention Program in 2017,
- 2) Affording interested persons the opportunity to make oral statements concerning the Storm Water Pollution Prevention Program,
- 3) Consideration of relevant written materials that interested persons submit concerning the Storm Water Pollution Prevention Program; and,
- 4) Consideration of public input in making adjustments to the 2018 implementation plan for the Storm Water Pollution Prevention Program.

**DATED:** May 5, 2018

**BY ORDER OF THE LAKE ELMO CITY CLERK**  
**Julie Johnson, City Clerk**

*(Published in the Oakdale-Lake Elmo Review on May 9, 2018)*



## 2017 Executive Summary

**Public Education and Engagement:** EMWREP continues to lead water education efforts in the East Metro area through outreach, community engagement, public education, and media communications. Highlights from 2017 include:

1. **Public education:** Eight (8) landscaping workshops; four (4) backyard tours; ten (10) family nature events; and 15+ community events.
  - **Highlights:**
    - i. Landscaping workshops in North St. Paul, St. Paul Park, Oakdale, Hugo, Forest Lake and Woodbury
    - ii. Raingarden maintenance workshops in Stillwater and Forest Lake
    - iii. AIS Identification workshops in Forest Lake, Big Marine and Lake Elmo
    - iv. Clean the Croix – river clean up and buckthorn pull with 60 participants
    - v. BCWD 20<sup>th</sup> Anniversary & WCD 75<sup>th</sup> Anniversary events
2. **Volunteer engagement:**
  - **Master Water Stewards:** With state funding, EMWREP recruited eight citizens to become Master Water Stewards and will be recruiting 12 additional stewards in 2018. Stewards complete 50-hours of training and a capstone project to become certified and volunteer 25-50 hours per year to support local watershed work.
  - **AIS Detectors:** We used county funds to train nine local residents as aquatic invasive species “AIS Detectors”, through a partnership with University of MN.
  - EMWREP continues to work in partnership with Washington County Master Gardeners and to provide support for education initiatives led by St. Croix Watershed Stewards.
3. **Youth education:** Staff taught lessons about groundwater and watersheds to more than a dozen 4<sup>th</sup> and 5<sup>th</sup> grade classes; led activities at Cottage Grove and Woodbury Safety Camps; and provided support to Ramsey-Washington Metro Watershed District to engage 500 students in planting a raingarden at Woodbury Elementary.
4. **Media and communications:** Angie Hong continued to write weekly articles about water and conservation for local newspapers ([www.eastmetrowater.areavoices.com](http://www.eastmetrowater.areavoices.com)). Through Watershed Partners, we created a new blog-style website ([www.cleanwatermn.org](http://www.cleanwatermn.org)) with monthly articles about local water heroes.

**Outreach Support for Project Implementation:** EMWREP staff provide support for Clean Water grants and other partner projects, in addition to promoting cost-share incentive programs. Examples from 2017 include:

- **Green Communities:** Completing a three-year grant project to conduct audience research and install stormwater reduction practices at five Homeowners’ Associations (HOAs) in Washington County
- Helping Brown’s Creek WD to plan and promote its 20th anniversary event
- Organizing a neighborhood gathering at Hay Lake in Carnelian-Marine-St. Croix WD
- Conducting a raingarden maintenance training for cost-share recipients in Comfort Lake – Forest Lake WD and Rice Creek WD
- Helping Middle St. Croix WMO to develop a community engagement plan for Lily Lake
- Helping Ramsey-Washington WD staff to plant a raingarden at Woodbury Elementary

- Meeting with landscape architects to develop a vision for new park space and an interpretive center at South Washington WD's Glacial Valley Park in Woodbury.
- Working with Valley Branch WD and City of Maplewood to design and install four interpretive signs at Joy Park on Silver Lake
- Providing education support for Washington CD outreach to farmers
- Helping Washington County to develop education activities for its Groundwater Plan

In addition, outreach and education helped to support:

- 257 landowner site visits with Conservation District staff
- 57 new projects installed with watershed cost-share grants
- 79.18 pounds of phosphorus (P) kept out of surface waters (all projects combined)

**Professional Trainings for Business and Local Government:** EMWREP provides professional training for businesses and local government through Stormwater U, NEMO, and other partnerships. Training partners include Minnesota Extension, the University of Minnesota Erosion and Stormwater Management Certification Program, the Minnesota Erosion Control Association (MECA), Fortin Consulting, St. Croix River Association, and the Minnesota Department of Natural Resources (DNR). Professional trainings in 2017 included:

- Turfgrass management & Winter maintenance workshops
- Illicit discharge detection and elimination (IDDE) workshop and presentations
- Stormwater volume control & bioretention design workshop
- Shoreline workshops for realtors
- Business BBQ
- Watershed Partners monthly meetings
- St. Croix River Workshop on the Water

**New Materials and Resources:** During 2017, EMWREP created [new materials and resources](#) to support water education. Highlights include:

1. **Neighborhood Clean-up Engagement Kit:** This kit, developed in partnership with Metro Watershed Partners includes doorhangers, sign-up forms, step-by-step instructions and other materials to help local residents and community groups organize neighborhood "storm drain" clean-up events.
2. **Yard Signs:** "This yard is part of the solution" - These signs come in four different colors and designs and are sold for \$3 each or two for \$5.
3. **NEW High quality photos:** Through the Watershed Partners new media campaign we now have a collection of more than 100 new high quality photos to help illustrate common water education topics (ie. lawn care, winter salting, native plants, raking leaves out of the street, pet poop, etc.). The collection also includes in-action and people photos.
4. **Table-top banners:** EMWREP has four new table-top pop-up banners available for partners to borrow: AIS, Pollinators, Lawn Care, and Ag Practices for Soil Health. The banners are light-weight and retract to fit in small carrying bags.
5. **Interactive groundwater displays:** Two new groundwater displays developed in 2016 got lots of use in 2017. One features information about groundwater resources in Washington County, while the other focuses on water conservation. Both are hands-on and fold-up into wooden suitcases with wheels and handle for easy transport.
6. **Green Communities Guidebook:** This short [guidebook](#) summarizes feedback from focus groups conducted with homeowner association (HOA) residents, property management companies, and lawn care professionals and provides advice for engaging HOAs in clean water projects.



You are currently logged in as:

Lake Elmo City MS4

If this is correct, click the 'Next' button. If this information is incorrect, contact Cole Landgraf (651-757-2880, [cole.landgraf@state.mn.us](mailto:cole.landgraf@state.mn.us)) or Megan Handt ([megan.handt@state.mn.us](mailto:megan.handt@state.mn.us), 651-757-2843).

## Before you begin...

A fillable Microsoft Word document with all of the questions is available at [https://stormwater.pca.state.mn.us/index.php?title=MS4\\_Annual\\_Report](https://stormwater.pca.state.mn.us/index.php?title=MS4_Annual_Report) (for personal use only, not for submittal).

The MS4 Annual Report for 2017 will automatically save your answers when you hit the 'Next' button at the bottom of each page.

If you wish to leave the MS4 Annual Report for 2017 and complete the document at another time, you may do so by clicking 'Next' at the bottom of your current page to save your progress before exiting the document. Return to the survey by following the previously used web link, and again login using your email and assigned password credentials. Once you successfully log in, your previous answers will appear.

**The MPCA will email a PDF of your MS4 Annual Report for 2017 information to you in a confirmation email within three business days after you submit this form.**

You may print a copy of the MS4 Annual Report for 2017 for your records at any time by pressing the 'Print' button at the bottom of the page.

Additionally, it is possible to save a PDF copy of the MS4 Annual Report for 2017 if you are working on a computer with OneNote (a program often included in Microsoft Office packages). Detailed saving instructions are available at [stormwater.pca.state.mn.us/index.php/Guidance\\_for\\_saving\\_MS4\\_annual\\_reports](https://stormwater.pca.state.mn.us/index.php/Guidance_for_saving_MS4_annual_reports).

## MS4 Annual Report for 2017

**Reporting period:** January 1, 2017 to December 31, 2017

**Due:** June 30, 2018

**Instructions:** Complete this annual report to provide a summary of your activities under the 2013 MS4 Permit (Permit) between January 1, 2017 and December 31, 2017. MPCA staff may contact you for additional information.

Fillable document available at [https://stormwater.pca.state.mn.us/index.php?title=MS4\\_Annual\\_Report](https://stormwater.pca.state.mn.us/index.php?title=MS4_Annual_Report) (for personal use only, not for submittal).

**Questions:** Contact Cole Landgraf (cole.landgraf@state.mn.us, 651-757-2880) or Megan Handt (megan.handt@state.mn.us, 651-757-2843)

### MS4 General Contact Information

Full name	Rob Weldon
Title	Public Works Director
Mailing address	3880 Laverne Avenue N
City	Lake Elmo
State	MN
Zip code	55042
Phone	651.747.3941
Email	rweldon@lakeelmo.org

### Preparer Contact Information (if different from the MS4 General Contact)

Full name	Ryan Stempski
Title	Project Engineer
Organization	FOCUS Engineering, Inc.
Mailing address	3880 Laverne Avenue N
City	Lake Elmo
State	MN
Zip code	55042
Phone	651.300.4267
Email	ryan.stempski@focusengineeringinc.com

### MCM 1: Public Education and Outreach

The following questions refer to Part III.D.1. of the Permit.

Q2 Did you select a stormwater-related issue of high priority to be emphasized during this Permit term? [Part III.D.1.a.(1)]

- ☐ Yes  
☒ No

Q4 Have you distributed educational materials or equivalent outreach to the public focused on illicit discharge recognition and reporting? [Part III.D.1.a.(2)]

- ☐ Yes  
☒ No

Q5 Do you have an implementation plan as required by the Permit? [Part III.D.1.b.]

- ☒ Yes  
☐ No

Q6 How did you distribute educational materials or equivalent outreach? Check all that apply and provide circulation/audience associated with each item. [Part III.D.1.a.]

- ☒ Brochure  
☒ Newsletter  
☐ Utility bill insert  
☒ Newspaper ad  
☐ Radio ad  
☒ Television ad  
☐ Cable access channel  
☒ Stormwater-related event  
☒ School presentation or project  
☒ Website  
☐ Other (1)  
☐ Other (2)  
☐ Other (3)

Q7 Intended audience? Check all that apply.

	Residents	Local Businesses	Developers	Students	Employees	Other
Brochure	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Newsletter	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Newspaper ad	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Television ad	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Stormwater-related event	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
School presentation or project	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Website	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

**Q8 Enter the total circulation/audience (if unknown, use best estimate):**

Brochure	1,000
Newsletter	8,000
Newspaper ad	11,066
Television ad	4,000
Stormwater-related event	1,000
School presentation or project	1,000
Website	12,000

Provide a brief description of each activity related to public education and outreach (e.g. rain garden workshop, school presentation, public works open house) held and the date each activity was held from January 1, 2017 to December 31, 2017. [Part III.D.1.c.(4)]

**Q9 Date of activity****Q10 Description of activity**

Date (mm/dd/yyyy) 7/15/2017

Family Nature Event (campfire program at Lake Elmo Park Reserve)

Date (mm/dd/yyyy) 4/28/2017

Tree Sale in Lake Elmo

Date (mm/dd/yyyy) 5/21/2017

Master Gardener Plant Sale in Lake Elmo

Date (mm/dd/yyyy) 8/15/2017

Aquatic Invasive Species Identification Workshop (Tri-Lakes Area)

Date (mm/dd/yyyy) 8/2/2017

Washington County Fair Community Event

Date (mm/dd/yyyy) 9/17/2017

Washington Conservation District 75th Anniversary Community Event

Date (mm/dd/yyyy) 

Date (mm/dd/yyyy) 

**Q11** Between January 1, 2017 and December 31, 2017, did you modify your BMPs, measurable goals, or future plans for your public education and outreach program? [Part IV.B.]

- ☐ Yes  
☒ No

**MCM 2: Public Participation/Involvement**

The following questions refer to Part III.D.2.a. of the Permit.

Q12 You must provide a minimum of one opportunity each year for the public to provide input on the adequacy of your Stormwater Pollution Prevention Program (SWPPP). Did you provide this opportunity between January 1, 2017 and December 31, 2017? [Part III.D.2.a.(1)]

- ☒ Yes  
☐ No

Q13 What was the opportunity that you provided? Check all that apply.

- ☒ Public meeting  
☐ Public event  
☐ Other

Q14 Did you hold a stand-alone meeting or combine it with another event?

- ☐ Stand-alone  
☒ Combined

Enter the date  
of the public  
meeting  
(mm/dd/yyyy):

6/6/2017

Enter the  
number of  
citizens that  
attended and  
were  
informed  
about your  
SWPPP:

0

Q17 Between January 1, 2017 and December 31, 2017, did you receive any input regarding your SWPPP?

- ☐ Yes  
☒ No

Q19 Between January 1, 2017 and December 31, 2017, did you modify your BMPs, measurable goals, or future plans for your public participation/involvement program? [Part IV.B.]

- ☐ Yes  
☒ No

### MCM 3: Illicit Discharge Detection and Elimination

The following questions refer to Part III.D.3. of the Permit.

Q20 Do you have a regulatory mechanism which prohibits non-stormwater discharges to your MS4? [Part III.D.3.b.]

- ☒ Yes  
☐ No

- Q21 Did you identify any illicit discharges between January 1, 2017 and December 31, 2017? [Part III.D.3.h.(4)]
- ☐ Yes  
☒ No
- Q30 Do you have written Enforcement Response Procedures (ERPs) to compel compliance with your illicit discharge regulatory mechanism(s)? [Part III.B.]
- ☒ Yes  
☐ No
- Q31 Between January 1, 2017 and December 31, 2017, did you train all field staff in illicit discharge recognition (including conditions which could cause illicit discharges) and reporting illicit discharges for further investigations? [Part III.D.3.e.]
- ☐ Yes  
☒ No

The following questions refer to Part III.C.1. of the Permit.

- Q33 Did you update your storm sewer system map between January 1, 2017 and December 31, 2017? [Part III.C.1.]
- ☒ Yes  
☐ No
- Q34 Does your storm sewer map include all pipes 12 inches or greater in diameter and the direction of stormwater flow in those pipes? [Part III.C.1.a.]
- ☒ Yes  
☐ No
- Q35 Does your storm sewer map include outfalls, including a unique identification (ID) number and an associated geographic coordinate? [Part III.C.1.b.]
- ☒ Yes  
☐ No
- Q36 Does your storm sewer map include all structural stormwater BMPs that are part of your MS4? [Part III.C.1.c.]
- ☒ Yes  
☐ No
- Q37 Does your storm sewer map include all receiving waters? [Part III.C.1.d.]
- ☒ Yes  
☐ No
- Q38 In what format is your storm sewer map available?
- ☐ Hardcopy only  
☐ GIS  
☒ CAD  
☐ Other



- Q39 Between January 1, 2017 and December 31, 2017, did you modify your BMPs, measurable goals, or future plans for your illicit discharge detection and elimination (IDDE) program? [Part IV.B.]
- ☐ Yes
- ☒ No

#### MCM 4: Construction Site Stormwater Runoff Control

The following questions refer to Part III.D.4. of the Permit.

- Q40 Do you have a regulatory mechanism that is at least as stringent as the Agency's general permit to Discharge Stormwater Associated with Construction Activity (CSW Permit) No. MN R100001 (<http://www.pca.state.mn.us/index.php/view-document.html?gid=18984>) for erosion and sediment controls and waste controls? [Part III.D.4.a.]
- ☒ Yes
- ☐ No
- Q41 Have you developed written procedures for site plan reviews as required by the Permit? [Part III.D.4.b.]
- ☒ Yes
- ☐ No
- Q42 Have you documented each site plan review as required by the Permit? [Part III.D.4.f.]
- ☒ Yes
- ☐ No
- Q43 Enter the number of site plan reviews conducted for sites an acre or greater of soil disturbance between January 1, 2017 and December 31, 2017:
- 15
- Q44 What types of enforcement actions do you have available to compel compliance with your regulatory mechanism? Check all that apply and enter the number of each used from January 1, 2017 to December 31, 2017.
- ☒ Verbal warnings
  - ☒ Notice of violation
  - ☐ Administrative orders
  - ☒ Stop-work orders
  - ☐ Fines
  - ☒ Forfeit of security of bond money
  - ☐ Withholding of certificate of occupancy
  - ☐ Criminal actions
  - ☐ Civil penalties
  - ☐ Other

Enter the  
number  
of verbal  
warnings  
issued:

Enter the  
number  
of notice  
of  
violations  
issued:

Enter the  
number  
of stop-  
work  
orders  
issued:

Enter the  
number  
of  
forfeitures  
of  
security  
bond  
money  
issued:

Q45 Do you have written Enforcement Response Procedures (ERPs) to compel compliance with your construction site stormwater runoff control regulatory mechanism(s)? [Part III.B.]

- ☒ Yes  
☐ No

Q46 Enter the number of active construction sites an acre or greater that were in your jurisdiction between January 1, 2017 and December 31, 2017:

Q47 Do you have written procedures for identifying priority sites for inspections? [Part III.D.4.d.(1)]

- ☐ Yes  
☒ No

Q49 Do you have a checklist or other written means to document site inspections when determining compliance? [Part III.D.4.d.(4)]

- ☒ Yes  
☐ No

Q50 Enter the number of site inspections conducted for sites an acre or greater between January 1, 2017 and December 31, 2017:

Q51 Enter the frequency at which site inspections are conducted (e.g. daily, weekly, monthly): [Part III.D.4.d.(2)]

Weekly

Q52 Enter the number of trained inspectors that were available for construction site inspections between January 1, 2017 and December 31, 2017:

2

Q53 Provide the contact information for the inspector(s) and/or organization that conducts construction stormwater inspections for your MS4. List your primary construction stormwater contact first if you have multiple inspectors.

(1)

**Inspector  
name**

Dave Klocker

Organization

Hyperion Consulting, Inc.

Phone  
(Office)

Phone  
(Work Cell)

651.300.9302

Email

dmklocker@gmail.com

Preferred  
contact  
method

phone

(2)

**Inspector  
name**

Amanda Groh

Organization

FOCUS Engineering, Inc.

Phone  
(Office)

Phone  
(Work Cell)

952.479.0324

Email

amanda.groh@focusengineeringinc.com

Preferred  
contact  
method

email

(3)

**Inspector  
name**

Organization

Phone  
(Office)

Phone  
(Work Cell)

Email

Preferred  
contact  
method

Q54 What training did inspectors receive? Check all that apply.

- ☒ University of Minnesota Erosion and Stormwater Management Certification Program
- ☐ Qualified Compliance Inspector of Stormwater (QCIS)
- ☐ Minnesota Laborers Training Center Stormwater Pollution Prevention Plan Installer or Supervisor
- ☐ Minnesota Utility Contractors Association Erosion Control Training
- ☐ Certified Professional in Erosion and Sediment Control (CPESC)
- ☐ Certified Professional in Stormwater Quality (CPSWQ)
- ☐ Certified Erosion, Sediment and Storm Water Inspector (CESSWI)
- ☐ Other

Q55 Between January 1, 2017 and December 31, 2017, did you modify your BMPs, measurable goals, or future plans for your construction site stormwater runoff control program? [Part IV.B.]

- ☐ Yes
- ☒ No

## MCM 5: Post-Construction Stormwater Management

The following questions refer to Part III.D.5. of the Permit.

Q56 Do you have a regulatory mechanism which meets all requirements as specified in Part III.D.5.a. of the Permit?

- ☒ Yes
- ☐ No

Q57 What approach are you using to meet the performance standard for Volume, Total Suspended Solids (TSS), and Total Phosphorus (TP) as required by the Permit? [Part III.D.5.a.(2)]

Check all that apply.

Refer to the link <http://www.pca.state.mn.us/index.php/view-document.html?gid=17815> for guidance on stormwater management approaches.

- ☐ Retain a runoff volume equal to one inch times the area of the proposed increase of impervious surfaces on-site
- ☐ Retain the post-construction runoff volume on site for the 95th percentile storm
- ☐ Match the pre-development runoff conditions
- ☒ Adopt the Minimal Impact Design Standards (MIDS)
- ☐ An approach has not been selected
- ☐ Other method (Must be technically defensible--e.g. based on modeling, research and acceptable engineering practices)

Q58 Do you have written Enforcement Response Procedures (ERPs) to compel compliance with your post-construction stormwater management regulatory mechanism(s)? [Part III.B.]

- ☒ Yes
- ☐ No

Q59 Between January 1, 2017 and December 31, 2017, did you modify your BMPs, measurable goals, or future plans for your post-construction stormwater management program? [Part IV.B.]

- ☐ Yes  
☒ No

## MCM 6: Pollution Prevention/Good Housekeeping for Municipal Operations

The following questions refer to Part III.D.6. of the Permit.

Q60 Enter the total number of structural stormwater BMPs, outfalls (excluding underground outfalls), and ponds within your MS4 (exclude privately owned).

Structural stormwater BMPs	7
Outfalls	118
Ponds	79

Q61 Enter the number of structural stormwater BMPs, outfalls (excluding underground outfalls), and ponds that were inspected from January 1, 2017 to December 31, 2017 within your MS4 (exclude privately owned). [Part III.D.6.e.]

Structural stormwater BMPs	0
Outfalls	0
Ponds	20

Q62 Have you developed an alternative inspection frequency for any structural stormwater BMPs, as allowed in Part III.D.6.e.(1) of the Permit?

- ☐ Yes  
☒ No

Q63 Based on inspection findings, did you conduct any maintenance on any structural stormwater BMPs? [Part III.D.6.e.(1)]

- ☒ Yes  
☐ No

Q64 Briefly describe the maintenance that was conducted:

Eden Park Outfall Repair Outfall Cleaning at 8335 22nd Street N

Q65 Do you own or operate any stockpiles, and/or storage and material handling areas? [Part III.D.6.e.(3)]

- ☒ Yes  
☐ No

Q66 Did you inspect all stockpiles and storage and material handling areas quarterly? [Part III.D.6.e.(3)]

- ☐ Yes  
☒ No

Q67 Based on inspection findings, did you conduct maintenance at any of the stockpiles and/or storage and material handling areas?

- ☐ Yes  
☒ No

Q69 Between January 1, 2017 and December 31, 2017, did you modify your BMPs, measurable goals, or future plans for your pollution prevention/good housekeeping for municipal operations program? [Part IV.B.]

- ☐ Yes  
☒ No

### Discharges to Impaired Waters with a USEPA-Approved TMDL that Includes an Applicable WLA

You must complete the **TMDL Annual Report Form**, available at:

[https://stormwater.pca.state.mn.us/index.php?title=Download\\_page\\_with\\_TMDL\\_forms](https://stormwater.pca.state.mn.us/index.php?title=Download_page_with_TMDL_forms).

Attach your completed TMDL Annual Report Form to this Annual Report as instructed below. [Part III.E.]

Q71 Click the "up arrow" icon below to upload your TMDL Annual report form. When it has uploaded successfully, a unique ID will appear in the box. Only files less than 10 MB in size will upload.

ref:0000000070:Q71

### Partnerships

Q78 Did you rely on any other regulated MS4s to satisfy one or more Permit requirements?

- ☒ Yes  
☐ No

Q79 Describe the agreements you have with other regulated MS4s and which Permit requirements the other regulated MS4s help satisfy: [Part IV.B.6.]

EMWREP - The City continues to extend their contract with EMWREP to address MCM's 1 & 2. New Development - Watersheds (VBWD & SWWD) have rules and regulations in place (MIDS) for land development permitting that is required per City Ordinance.

### Additional Information

If you would like to provide any additional files to accompany your annual report, use the space below to upload those files. For each space, you may attach one file. You may provide additional explanation and/or information in an email with the subject *YourMS4NameHere\_2017AR* to [ms4permitprogram.pca@state.mn.us](mailto:ms4permitprogram.pca@state.mn.us).

- Q80 Click the "up arrow" icon below to upload a file. When it has uploaded successfully, a unique ID will appear in the box. Only files less than 10 MB in size will upload.



- Q81 Click the "up arrow" icon below to upload a file. When it has uploaded successfully, a unique ID will appear in the box. Only files less than 10 MB in size will upload.



- Q82 Click the "up arrow" icon below to upload a file. When it has uploaded successfully, a unique ID will appear in the box. Only files less than 10 MB in size will upload.



- Q83 Optional, describe the file(s) uploaded:

## Optional Question

The MPCA is attempting to identify potential sources of water quality data. Answering this question will help the MPCA and interested stakeholders obtain a more comprehensive understanding of sources of data that may be shared and ultimately aid in understanding the extent to which stormwater management practices result in water quality improvements.

- Q84 Are you collecting water quality data (e.g., from surface waters, outfalls, best management practices, etc.) that is not associated with a waste water treatment plant?

- ☐ Yes  
☒ No

## Owner or Operator Certification

The person with overall administrative responsibility for SWPPP implementation and Permit compliance must certify this MS4 Annual Report. This person must be duly authorized and should be either a principal executive (i.e., Director of Public Works, City Administrator) or ranking elected official (i.e., Mayor, Township Supervisor).

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete (Minn. R. 7001.0070). I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment (Minn. R. 7001.0540).

☐ Yes

By typing my name in the following box, I certify the above statements to be true and correct, to the best of my knowledge, and that information can be used for the purpose of processing my MS4 Annual Report.

Name:   
Title:   
Date:   
(mm/dd/yyyy)

**When you are ready to submit, you must click the 'Submit' button at the bottom of this page.**

Provide the email(s) of the individual(s) you would like to receive the MS4 Annual Report for 2017 submittal confirmation email from the MPCA. After you click the Submit button below, please allow up to three business days to receive this email.

Email (1)   
Email (2)   
Email (3)

**Print or save a copy of your completed MS4 Annual Report for 2017 for your records. The MPCA will email a PDF of your MS4 Annual Report for 2017 information in a confirmation email within three business days after you submit this form to the email(s) you provided above.**

You may print a copy of the MS4 Annual Report for 2017 for your records by pressing the 'Print' button at the bottom of the page.

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If you have any questions, contact MPCA staff Cole Landgraf (cole.landgraf@state.mn.us, 651-757-2880) or Megan Handt (megan.handt@state.mn.us, 651-757-2843).



## **STAFF REPORT**

DATE: June 5, 2018

**REGULAR**

ITEM #: 12

**TO:** Mayor and Council

**AGENDA ITEM:** National Night Out Event at Lion's Park

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

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### **BACKGROUND:**

City staff was approached by a group of residents with the desire to initiate an annual citywide National Night Out event. This group of residents stated they would like to use the National Night Out premise to bring residents together in one central location, while being more-inclusive of new residents. The event is planned to run from 6:00 PM – 9:00 PM on Tuesday, August 7<sup>th</sup>, 2018.

In order to accommodate a larger number of people, the proposed event will take place at Lion's Park. There will also be a need for a road closure on Laverne Ave. between 36<sup>th</sup> St. N to just north of Fire Station 1. By keeping Laverne Ave. open from Fire Station 1 to the south, this will allow firefighters to exit the fire station and get to any potential calls via Laverne and Upper 33<sup>rd</sup> St. By closing this portion of Laverne Ave., room will be created for vehicles from the Public Works and Fire Departments to be displayed, as well as vehicles/equipment from the Washington County Sheriff's Office. The road closure will also provide an added layer of safety to residents attending the event.

### **ISSUE BEFORE COUNCIL:**

Should the Council approve the sponsorship of the citywide National Night Out event at Lion's Park?  
Should the Council approve the closure of Laverne Ave N from 36<sup>th</sup> St N to the fire station?

### **PROPOSAL:**

As this event is aimed at the entire community, it is larger event, and will use the public land/facilities, staff recommends that Council approve the sponsorship of the citywide National Night Out event at Lion's Park. This will make the event an official City-sponsored event and allow for it to be covered under the City's insurance.

With the additional scale of the event, the resident group has proposed additional activities and amenities be made available to residents during the designated times.

### **Event Timetable:**

6:00 PM – 9:00 PM on Tuesday, August 7<sup>th</sup>, 2018.

### **Location:**

As previously stated, the event will take place at Lion's Park, and within the closed portion of Laverne Ave. Any vehicles, booths, or other entertainment/activities will be positioned in the Lion's Park parking lot or on Laverne Ave. All vehicles and booths will be kept off of the ballfield in order to maintain the sod and field integrity.

**Parking:**

Parking will be available along the nearby streets, and a representative from Christ Lutheran Church has offered their parking lot. Nearby business owners may also be contacted for additional parking.

**Insurance:**

As stated previously, this City-sponsored event would be using the City's property and liability insurance at no additional costs if the sponsorship is approved.

**Restrooms:**

Event attendees will have access to the Lion's Park restrooms and the on-site portable restroom. The facilities in Christ Lutheran Church will also be made available.

**Entertainment:**

As with the theme of National Night Out, vehicles and equipment from the Public Works and Fire Departments, as well as the Washington County Sheriff's Department, will be displayed along Laverne Ave. and in the Lion's Park parking lot.

The Washington County Library will provide programming to suit the needs/desires of the event committee. Nate Deprey has expressed strong interest on behalf of Washington County in being involved with the proposed event, and mentioned there are several different activities that the Library would provide depending on the space available. At the last meeting, Nate discussed holding a movie viewing inside the library, or creating a "Story Stroll" where a story is detailed by walking from "station to station." Any additional costs would be covered by the Washington County Library.

This resident group has also planned to reach out to local business owners to setup booths where they can provide additional activities for attendees. Activities may include face painting, prize wheels, bounce house sponsorship, etc. Proposed activities will be vetted by City staff to ensure they would require no additional insurance or permit considerations.

**Food:**

The event organizers will not be direct selling, or providing food, but the El Coronel Food Truck (often parked outside the Lake Elmo Inn) will be parked along Laverne Ave. for attendees. El Coronel will be using their own insurance, and already has the necessary permitting in place. Any free refreshments given away by booths/business-owners will have no impact on insurance needs and is permitted.

No alcohol will be served at the event.

**Additional Information:**

Because this will be a City-sponsored event, if approved, the obligations of the Public Works and Fire Departments will be shifted to this event. Vehicle displays and staff participation will be focused at the Lion's Park area, rather than other neighborhood events throughout the City as in years past.

City staff will help to promote the event via the City's website, Facebook page, and the Fresh.

**FISCAL IMPACT:**

No cost outside of staff time in preparation for the event, promoting the event, and for those who will be attending the event.

**OPTIONS:**

- 1) Approve the sponsorship of the citywide National Night Out event at Lion's Park as proposed including the closure of Laverne Ave N from the fire station north to 36<sup>th</sup> St from 5:30pm to 9:30pm
- 2) Approve the sponsorship of the citywide National Night Out event at Lion's Park under different parameters
- 3) Do not approve the National Night Out event at Lion's Park.

**RECOMMENDATION:**

*“Move to approve the City-sponsorship of the citywide National Night Out event at Lion's Park and the closure of Laverne Ave N from the fire station north to 36<sup>th</sup> St from 5:30pm to 9:30pm”*

**ATTACHMENTS:**

None.