



*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, September 4, 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. August 21, 2018

D. Public Comments/Inquires

E. Presentations

F. Consent Agenda

2. Approve Payment of Disbursements and Payroll
3. Approve Hiring of Public Works Operator III
4. Accept Resignation of Planning Director and Authorize Advertising Position
5. Approve Old Village Ph3 Street & Utility Improvements – Change Order No. 5
6. Approve Old Village Ph3 Street & Utility Improvements – Compensating Change Order No. 6
7. Approve Old Village Ph3 Street & Utility Improvements – Pay Request No. 8
8. Approve Old Village Ph3 Street & Utility Improvements – Resolution Declaring Costs to be Assessed, Ordering Preparation of Proposed Assessments, and Calling for Hearing on Proposed Assessment – *Resolution 2018-103*
9. Approve Comments on 2040 Draft Washington County Comp Plan
10. Accept Community Partnership Grant from Centerpoint Energy for Rescue Air Lift Tools
11. Accept Grant from DNR for Firefighting Helmets – *Resolution 2018-102*

G. Regular Agenda

12. Growing Explorers Learning Center Final Plat, PUD and Conditional Use Permit-*Resolution 2018-099; 2018-100*
13. Growing Explorers Learning Center Developer Agreement – *Resolution 2018-101*
14. 45th Parallel Marker at Lions Park
15. Tablyn Park Improvements
16. 3880 Laverne Avenue North Minor Subdivision Conditions Amendment -

H. Council Reports

I. Staff Reports and Announcements

J. Adjourn



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**CITY OF LAKE ELMO
CITY COUNCIL MINUTES
AUGUST 21, 2018**

CALL TO ORDER/PLEDGE OF ALLEGIANCE

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

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

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

APPROVAL OF AGENDA

Item 20, "Chicken Ordinance Update" was moved to the Consent Agenda.

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

ACCEPT MINUTES

Minutes of the July 17, 2018 Meeting were accepted as presented.

PUBLIC COMMENTS/INQUIRIES

None

PRESENTATIONS

None

CONSENT AGENDA

2. Approve Payment of Disbursements and Payroll
3. Accept Building Department July 2018 Report
4. Accept Fire Department July 2018 Report
5. Accept Public Works July 2018 Report
6. Reject all Bids on 2018 Mill and Overlay Project – *Resolution 2018-095*
7. Approve Purchase of New Pickup and 1 Ton Truck

8. Approve Well#2 Programmable Logic Controller Upgrade
9. Approve 2018 Crack Seal Project – Pay Request No. 1 (FINAL)
10. Approve 2018 Seal Coat Project – Pay Request No. 1 (FINAL)
11. Approve I-94 Lift Station (No. 1) and Sanitary Sewer Improvements – Pay Request No. 3
– Resolution 2018-096
12. Approve 2018 Street Improvements – Pay Request No. 1
13. Approve Old Village Ph4 Street & Utility Improvements – Pay Request No.
1. Cooperative Maintenance

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

ITEM 14: Introduction of a Motion to Rescind the City Council’s Decision on August 8, 2018 Regarding Resolution 2018-090 Relating to the Legacy at Northstar Final Plat and PUD

Councilmember Bloyer, seconded by Mayor Pearson, moved TO RESCIND THE VOTE ON RESOLUTION NO 2018-090 RELATING TO THE LEGACY AT NORTHSTAR FINAL PLAT AND PUD. Motion passed 3 – 2. (Fliflet, Lundgren – nay)

ITEM 15: Legacy at Northstar Final Plat and PUD

Craig Allen spoke on behalf of the project developer, GWSA, commenting on delays in the approval process.

Matthew Cooper, 3806 Kindred Way, commented on the need for consistent buffers.

Councilmember Bloyer, seconded by Councilmember Nelson, MOVED TO ADOPT RESOLUTION 2018-090 APPROVING THE LEGACY AT NORTH STAR 1ST ADDITION FINAL PLAT AND PUD PLANS WITH RECOMMENDED FINDINGS AND CONDITIONS OF APPROVAL. Motion passed 3 – 2. (Fliflet, Lundgren – nay)

ITEM 16: Legacy at Northstar Developer Agreement

Councilmember Bloyer, seconded by Mayor Pearson, moved TO ADOPT RESOLUTION 2018-094 APPROVING THE DEVELOPER AGREEMENT FOR LEGACY AT NORTH STAR 1ST ADDITION FINAL PLAT. Motion passed 3 – 1 – 1. (Fliflet, - nay; Lundgren – present/not voting)

ITEM 17: Salt Shed

Public Works Director Weldon reviewed the proposal for construction of a new, larger salt storage shed at the public works facility.

Councilmember Fliflet moved TO DIRECT STAFF TO ACQUIRE BIDS FOR A BUILDING SIMILAR IN LOOK WITH THE CURRENT PUBLIC WORKS BUILDING. Motion died – no 2nd.

Mayor Pearson, seconded by Councilmember Nelson, moved TO APPROVE AND AWARD CONSTRUCTION TO GRAYSTONE CONSTRUCTION FOR A TOTAL PROJECT COST NO TO EXCEED \$150,000. Motion passed 4 – 1. (Fliflet – nay)

ITEM 18: 2019 Street and Utility Improvements – Authorize Feasibility Report

City Engineer Griffin presented the anticipated scope of improvements for the 2019 Street and Utility Improvements project as outlined in the City's five year Capital Improvement Plan.

Councilmember Nelson, seconded by Councilmember Lundgren, moved TO APPROVE RESOLUTION NO. 2018-097, ORDERING PREPARATION OF A FEASIBILITY REPORT FOR THE 2019 STREET AND UTILITY IMPROVEMENTS TO BE COMPLETED BY FOCUS ENGINEERING, INC. IN THE NOT TO EXCEED AMOUNT OF \$6,800. Motion passed 5 – 0.

ITEM 19: PUD Ordinance Update

Planning Director Becker provided a review of the proposed updates to the PUD ordinance that would improve the application process and make it consistent with the City's recently adopted Open Space Development PUD Ordinance.

Councilmember Bloyer, seconded by Councilmember Lundgren, moved TO REMAND THE CURRENT ITEM TO THE PLANNING COMMISSION FOR FURTHER DISCUSSION.

Councilmember Fliflet, seconded by Councilmember Lundgren, moved TO AMEND THE PRIMARY MOTION TO BRING THE CURRENT ITEM TO A FUTURE CITY COUNCIL WORKSHOP. Motion passed 3 – 2. (Bloyer, Nelson – nay)

Primary motion passed 3 – 2. (Bloyer, Pearson – nay)

ITEM 20: Chicken Ordinance Update

Planning Director Becker reported on research conducted at the direction of the City Council, stating that there is no conclusive evidence that keeping chickens attracts predators.

Councilmember Lundgren, seconded by Councilmember Fliflet, moved TO ADOPT ORDINANCE 08-216 AMENDING CHAPTER 95 KEEPING OF CHICKENS. Motion passed 3 – 2. (Pearson, Nelson – nay)

**LAKE ELMO CITY COUNCIL MINUTES
AUGUST 21, 2018**

Councilmember Lundgren, seconded by Councilmember Fliflet, moved TO ADOPT RESOLUTION 2018-087 AUTHORIZING SUMMARY PUBLICATION OF ORDINANCE 08-216. Motion passed 5 – 0.

ITEM 21: Performance Based Pay

Assistant Administrator Foster presented the proposed plan as recommended by the Human Resources Committee.

Councilmember Lundgren, seconded by Mayor Pearson, moved TO APPROVE RECOMMENDED CHANGES TO THE COMPENSATION POLICY. Motion passed 4 – 1. Bloyer – nay)

COUNCIL REPORTS

Mayor Pearson: Discussions with HOA members.

Councilmember Nelson: No report

Councilmember Lundgren: Thanked Washington County Sheriff Department for conducting K-9 demonstration at the farmers market.

Councilmember Bloyer: No report

Councilmember Fliflet: No report

STAFF REPORTS AND ANNOUNCEMENTS

Administrator Handt: Met with state agency partners regarding closing of well #1 and attended second 3M work group meeting. Noted frequent well alarms recently due to irrigation system demands on the water system.

City Attorney Sonsalla: Reviewing documents for Legacy at North Star and Boulder Ponds, preparing amicus brief.

Meeting adjourned at 8:52 pm.

LAKE ELMO CITY COUNCIL

ATTEST:

Mike Pearson, Mayor

Julie Johnson, City Clerk



STAFF REPORT

DATE: September 4, 2018
CONSENT

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

BACKGROUND INFORMATION/STAFF REPORT:

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

FISCAL IMPACT:

Claim #	Amount	Description
ACH	\$ 69,547.36	Payroll 08/30/18
47835 – 47891	\$ 354,181.36	Accounts Payable 09/04/18
TOTAL	\$ 423,728.72	

RECOMMENDATION:

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

“Motion to approve the aforementioned disbursements in the amount of \$423,728.72”

ATTACHMENTS:

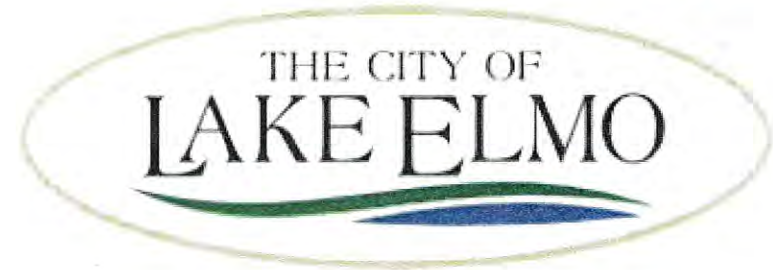
1. Accounts Payable – proof list(s)

K. Hunt

Accounts Payable

To Be Paid Proof List

User: AmyLabelle
Printed: 08/30/2018 - 8:40AM
Batch: 00006.08.2018 - AP 090418



Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description				Reference				
Advanced Eng & Environ Svs Inc									
ADVANCED									
*** 59340	8/14/2018	1,681.00	0.00	09/04/2018				No	0
601-494-9400-43150 Contract Services				2018 Water Sys Model Update-Proj. 2018.125					
59340 Total:		1,681.00							
Advanced Eng & Environ S		1,681.00							
Aspen Mills, Inc.									
ASPENMI									
221825	8/18/2018	449.60	0.00	09/04/2018				No	0
101-420-2220-44170 Uniforms				Boots - Springborn, Sachs, Johnson, Klein					
221825 Total:		449.60							
Aspen Mills, Inc. Total:		449.60							
Becker Arena Products, Inc.									
BECKERAR									
1011069	8/15/2018	13,318.95	0.00	09/04/2018				No	0
404-480-8000-43050 Other Park Ded Prof Services				Lions Park Hockey Boards - Down Payment					
1011069 Total:		13,318.95							
Becker Arena Products, Inc		13,318.95							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description					Reference			
Biff's Inc.									
BIFFS									
W689763-W689772	8/15/2018	750.00	0.00	09/04/2018				No	0
101-450-5200-44120 Rentals - Buildings				Portable Restrooms					
	W689763-W689772 Total:	750.00							
	Biff's Inc. Total:	750.00							
Braun Intertec Corporation									
BRAUN									
*** B139549	8/17/2018	773.38	0.00	09/04/2018				No	0
409-480-8000-43150 Contract Services				OV Phase 4 - Project No. 2017.157					
*** B139549	8/17/2018	233.09	0.00	09/04/2018				No	0
601-494-9400-43150 Contract Services				OV Phase 4 - Project No. 2017.157					
*** B139549	8/17/2018	261.90	0.00	09/04/2018				No	0
602-495-9450-43150 Contract Services				OV Phase 4 - Project No. 2017.157					
*** B139549	8/17/2018	179.38	0.00	09/04/2018				No	0
404-480-8000-45200 Buildings and Structures				OV Phase 4 - Project No. 2017.157					
	B139549 Total:	1,447.75							
	Braun Intertec Corporation	1,447.75							
Campion Barrows & Assoc. Corp									
CAMPION									
21343	7/31/2018	425.00	0.00	09/04/2018				No	0
101-420-2220-43050 Physicals				Psychological Evaluation for POC FF Lovett					
	21343 Total:	425.00							
	Campion Barrows & Assoc	425.00							
Century Fence Company									
CENTFEN									
188608501	8/10/2018	3,455.00	0.00	09/04/2018				No	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
207-000-0000-34110 Rent				Lions Park Backstop Hood					
188608501 Total:		3,455.00							
Century Fence Company T		3,455.00							
Cintas Corporation #754									
CINTAS									
*** 40008892060	8/21/2018	156.64	0.00	09/04/2018				No	0
101-000-0000-11805 Loan Receivable				Cleaning and maintenance supplies - Brookfield Building					
*** 40008892060	8/21/2018	78.31	0.00	09/04/2018				No	0
101-410-1940-44010 Repairs/Maint Contractual B				Cleaning and maintenance supplies - City Hall					
40008892060 Total:		234.95							
*** 4008684148	8/15/2018	95.14	0.00	09/04/2018				No	0
101-430-3100-44170 Uniforms				Uniforms					
*** 4008684148	8/15/2018	144.61	0.00	09/04/2018				No	0
101-430-3100-42150 Operating Supplies				Rugs/soap/rags					
4008684148 Total:		239.75							
*** 4008937077	8/22/2018	95.14	0.00	09/04/2018				No	0
101-430-3100-44170 Uniforms				Uniforms					
*** 4008937077	8/22/2018	94.91	0.00	09/04/2018				No	0
101-430-3100-42150 Operating Supplies				Rugs/soap/rags					
4008937077 Total:		190.05							
Cintas Corporation #754 T		664.75							
City of Oakdale									
CTYOAKDA									
201808206224	8/20/2018	75.00	0.00	09/04/2018				No	0
101-420-2220-44040 Repairs/Maint Eqpt				E2, repair generator					
201808206224 Total:		75.00							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
City of Oakdale Total:		75.00							
Companion Animal Control, LLC									
C A C									
*** Jul-18	8/1/2018	500.00	0.00	09/04/2018				No	0
101-420-2700-43150 Contract Services					Animal ccontrol services - July 2018				
*** Jul-18	8/1/2018	150.00	0.00	09/04/2018				No	0
101-420-2700-43150 Contract Services					Call Response/ Impoundment 7am - 7pm				
Jul-18 Total:		650.00							
Companion Animal Contro		650.00							
Coordinated Business Systems									
COORDIN									
CNIN286748	8/24/2018	123.75	0.00	09/04/2018				No	0
101-410-1940-44040 Repairs/Maint Contractual E					Sharp MX-5141 Maint 082918-112818				
CNIN286748 Total:		123.75							
Coordinated Business Syst		123.75							
Core & Main LP									
CORE									
J221743	7/24/2018	28,205.00	0.00	09/04/2018				No	0
601-494-9400-42300 Water Meters & Supplies					Water meters				
J221743 Total:		28,205.00							
Core & Main LP Total:		28,205.00							
Culligan of Stillwater									
CULLIGAN									
306X01198603	7/31/2018	102.78	0.00	09/04/2018				No	0
101-410-1940-44300 Miscellaneous					Water and cooler rental				

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
306X01198603 Total:		102.78							
Culligan of Stillwater Total		102.78							
Delta Dental Of Minnesota DELTA 7381275	8/15/2018	1,075.05	0.00	09/04/2018				No	0
101-000-0000-21706 Medical Insurance				September 2018 Premium					
7381275 Total:		1,075.05							
Delta Dental Of Minnesota		1,075.05							
Douglas-Kerr Underground, LLC DOUGLASK									
*** Pay Request 8	6/8/2018	57,525.11	0.00	09/04/2018				No	0
409-480-8000-43150 Contract Services				OV Phase 3 Project 2016.133					
*** Pay Request 8	6/8/2018	23,847.22	0.00	09/04/2018				No	0
601-494-9400-43150 Contract Services				OV Phase 3 Project 2016.133					
*** Pay Request 8	6/8/2018	30,849.89	0.00	09/04/2018				No	0
602-495-9450-43150 Contract Services				OV Phase 3 Project 2016.133					
Pay Request 8 Total:		112,222.22							
Douglas-Kerr Underground		112,222.22							
Emergency Apparatus Maint. Inc EMERGAPP									
101218	8/2/2018	1,095.00	0.00	09/04/2018				No	0
101-420-2220-44040 Repairs/Maint Eqpt				E1 Inspection, Service and Pump Test					
101218 Total:		1,095.00							
101219	8/2/2018	1,025.00	0.00	09/04/2018				No	0
101-420-2220-44040 Repairs/Maint Eqpt				E2 Inspection, Service and Pump Test					

Invoice Number Account Number	Invoice Date	Amount	Quantity	Payment Date Description	Task Label	Type Reference	PO #	Close PO	Line #
101219 Total:		1,025.00							
101220 101-420-2220-44040 Repairs/Maint Eqpt	8/2/2018	295.00	0.00	09/04/2018 B2 Inspection and Service				No	0
101220 Total:		295.00							
101226 101-420-2220-44040 Repairs/Maint Eqpt	8/2/2018	1,175.00	0.00	09/04/2018 L1 Inspection, Service and Pump Test				No	0
101226 Total:		1,175.00							
101227 101-420-2220-44040 Repairs/Maint Eqpt	8/2/2018	1,175.00	0.00	09/04/2018 T2 Inspection, Service and Pump Test				No	0
101227 Total:		1,175.00							
101228 101-420-2220-44040 Repairs/Maint Eqpt	8/2/2018	923.00	0.00	09/04/2018 T1 Inspection, Service and Pump Test				No	0
101228 Total:		923.00							
101229 101-420-2220-44040 Repairs/Maint Eqpt	8/2/2018	305.00	0.00	09/04/2018 U2 Inspection and Service				No	0
101229 Total:		305.00							
Emergency Apparatus Mai		5,993.00							
Emergency Automotive Tech, Inc EMERGAUT 26634 101-420-2220-44040 Repairs/Maint Eqpt	8/15/2018	45.00	0.00	09/04/2018 CV2 Charger Repair				No	0
26634 Total:		45.00							
WC081618-27 101-430-3100-42210 Repair/Maint. Supplies	8/16/2018	230.84	0.00	09/04/2018 Strobe light repair asphalt roller				No	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	WC081618-27 Total:	230.84							
	Emergency Automotive Tec	275.84							
Erickson Engineering ERICKENG 12741	8/10/2018	1,083.74	0.00	09/04/2018				No	0
101-430-3100-43030 Engineering Services				Bridge Management Program Project No. 2018.127					
	12741 Total:	1,083.74							
	Erickson Engineering Total:	1,083.74							
Focus Engineering, Inc. FOCUS 4996	8/27/2018	2,500.00	0.00	09/04/2018				No	0
101-410-1930-43030 Engineering Services				General Engineering - Retainer					
	4996 Total:	2,500.00							
4997	8/27/2018	238.75	0.00	09/04/2018				No	0
101-410-1910-43030 Engineering Services				General Engineering - Planning					
	4997 Total:	238.75							
4998	8/27/2018	147.00	0.00	09/04/2018				No	0
101-430-3100-43030 Engineering Services				General Engineering - Public Works					
	4998 Total:	147.00							
4999	8/27/2018	106.25	0.00	09/04/2018				No	0
101-430-3100-43030 Engineering Services				General Engineering - ROW					
	4999 Total:	106.25							
*** 5000	8/27/2018	217.50	0.00	09/04/2018				No	0
602-495-9450-43030 Engineering Services				General Engineering - Sewer					
*** 5000	8/27/2018	390.00	0.00	09/04/2018				No	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number					Description	Reference			
603-496-9500-43030 Engineering Services					General Engineering - Stormwater				
5000 Total:		607.50							
*** 5002	8/27/2018	1,269.52	0.00	09/04/2018				No	0
409-480-8000-43030 Engineering Services					LE Ave Corridor Improvements				
5002 Total:		1,269.52							
5003	8/27/2018	90.00	0.00	09/04/2018				No	0
409-480-8000-43030 Engineering Services					State Highway 36 Corridor Plan				
5003 Total:		90.00							
5004	8/27/2018	8,477.60	0.00	09/04/2018				No	0
602-495-9450-43030 Engineering Services					CSAH 15				
5004 Total:		8,477.60							
*** 5005	8/27/2018	85.00	0.00	09/04/2018				No	0
601-494-9400-43030 Engineering Services					Inwood Water Tower				
5005 Total:		85.00							
5006	8/27/2018	722.50	0.00	09/04/2018				No	0
409-480-8000-43030 Engineering Services					OV Phase 3				
5006 Total:		722.50							
*** 5007	8/27/2018	540.00	0.00	09/04/2018				No	0
602-495-9450-43030 Engineering Services					I-94 Lift Station				
5007 Total:		540.00							
5008	8/27/2018	480.00	0.00	09/04/2018				No	0
101-430-3100-42250 Street Maintenance					CSAH 19				
5008 Total:		480.00							
5009	8/27/2018	630.00	0.00	09/04/2018				No	0
101-430-3100-42250 Street Maintenance					Hudson Blvd Transportation				

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
		<hr/>							
	5009 Total:	630.00							
5010	8/27/2018	13,739.52	0.00	09/04/2018				No	0
409-480-8000-43030 Engineering Services				2018 Street Project					
		<hr/>							
	5010 Total:	13,739.52							
5011	8/27/2018	32,220.75	0.00	09/04/2018				No	0
409-480-8000-43030 Engineering Services				OV Phase 4					
		<hr/>							
	5011 Total:	32,220.75							
*** 5012	8/27/2018	704.63	0.00	09/04/2018				No	0
101-430-3100-42250 Street Maintenance				2018 Seal Coat Project					
		<hr/>							
	5012 Total:	704.63							
5013	8/27/2018	191.75	0.00	09/04/2018				No	0
101-430-3100-42250 Street Maintenance				2018 Crack Seal Project					
		<hr/>							
	5013 Total:	191.75							
5014	8/27/2018	619.25	0.00	09/04/2018				No	0
101-430-3100-42250 Street Maintenance				2018 Mill & Overlay Project					
		<hr/>							
	5014 Total:	619.25							
5015	8/27/2018	930.00	0.00	09/04/2018				No	0
601-494-9400-43030 Engineering Services				State Funded Water Projects					
		<hr/>							
	5015 Total:	930.00							
5016	8/27/2018	72.00	0.00	09/04/2018				No	0
101-430-3100-43030 Engineering Services				Bridge Management Program					
		<hr/>							
	5016 Total:	72.00							
5017	8/27/2018	128.00	0.00	09/04/2018				No	0
803-000-0000-22910 Developer Payments				Hunter's Crossing 1st					
		<hr/>							
	5017 Total:	128.00							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
5018	8/27/2018	285.52	0.00	09/04/2018				No	0
803-000-0000-22910 Developer Payments				Hammes 1st					
5018 Total:		285.52							
*** 5019	8/27/2018	219.04	0.00	09/04/2018				No	0
803-000-0000-22910 Developer Payments				Easton Village 1st					
5019 Total:		219.04							
5020	8/27/2018	4,125.52	0.00	09/04/2018				No	0
803-000-0000-22910 Developer Payments				Northport 1st					
5020 Total:		4,125.52							
*** 5021	8/27/2018	316.00	0.00	09/04/2018				No	0
803-000-0000-22910 Developer Payments				Savona 2nd					
5021 Total:		316.00							
5022	8/27/2018	87.73	0.00	09/04/2018				No	0
803-000-0000-22910 Developer Payments				Inwood 1st					
5022 Total:		87.73							
5023	8/27/2018	780.00	0.00	09/04/2018				No	0
803-000-0000-22910 Developer Payments				Halcyon Cemetery					
5023 Total:		780.00							
*** 5024	8/27/2018	321.45	0.00	09/04/2018				No	0
803-000-0000-22910 Developer Payments				Savona 3rd					
*** 5024	8/27/2018	630.00	0.00	09/04/2018				No	0
803-000-0000-22910 Developer Payments				CSAH 13 - Ideal Ave					
5024 Total:		951.45							
5025	8/27/2018	106.25	0.00	09/04/2018				No	0
803-000-0000-22910 Developer Payments				Arbor Glen Senior Living					
5025 Total:		106.25							
5026	8/27/2018	304.86	0.00	09/04/2018				No	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
803-000-0000-22910 Developer Payments				Savona 4th					
5026 Total:		304.86							
5027	8/27/2018	60.00	0.00	09/04/2018					
803-000-0000-22910 Developer Payments				Boulder Ponds 2nd					
5027 Total:		60.00							
5028	8/27/2018	1,553.53	0.00	09/04/2018					
803-000-0000-22910 Developer Payments				Royal Golf 1st					
5028 Total:		1,553.53							
*** 5029	8/27/2018	90.45	0.00	09/04/2018					
803-000-0000-22910 Developer Payments				Hidden Meadows 2nd					
5029 Total:		90.45							
5030	8/27/2018	306.86	0.00	09/04/2018					
803-000-0000-22910 Developer Payments				Southwind					
5030 Total:		306.86							
5031	8/27/2018	257.18	0.00	09/04/2018					
803-000-0000-22910 Developer Payments				Hammes 2nd					
5031 Total:		257.18							
5032	8/27/2018	307.31	0.00	09/04/2018					
803-000-0000-22910 Developer Payments				Lakewood Crossing 2nd					
5032 Total:		307.31							
5033	8/27/2018	1,588.27	0.00	09/04/2018					
803-000-0000-22910 Developer Payments				Legacy at North Star 1st					
5033 Total:		1,588.27							
*** 5034	8/27/2018	30.00	0.00	09/04/2018					
101-410-1930-43030 Engineering Services				Emerson-Section 36 Comm Sub					

Invoice Number Account Number	Invoice Date	Amount	Quantity	Payment Date Description	Task Label	Type Reference	PO #	Close PO	Line #
		<hr/>							
5034 Total:		30.00							
5035 803-000-0000-22910 Developer Payments	8/27/2018	3,297.59	0.00	09/04/2018 Hammes 3rd				No	0
5035 Total:		<hr/> 3,297.59							
5036 803-000-0000-22910 Developer Payments	8/27/2018	684.36	0.00	09/04/2018 Wildflower 3rd				No	0
5036 Total:		<hr/> 684.36							
5037 803-000-0000-22910 Developer Payments	8/27/2018	246.00	0.00	09/04/2018 Easton Village 4th				No	0
5037 Total:		<hr/> 246.00							
*** 5038 803-000-0000-22910 Developer Payments	8/27/2018	1,560.00	0.00	09/04/2018 Boulder Ponds 3rd				No	0
5038 Total:		<hr/> 1,560.00							
5039 803-000-0000-22910 Developer Payments	8/27/2018	7,055.92	0.00	09/04/2018 Royal Golf 2nd				No	0
5039 Total:		<hr/> 7,055.92							
5040 803-000-0000-22910 Developer Payments	8/27/2018	270.00	0.00	09/04/2018 Northport 2nd				No	0
5040 Total:		<hr/> 270.00							
5041 803-000-0000-22910 Developer Payments	8/27/2018	780.00	0.00	09/04/2018 Growing Explorers (Boulder Ponds Outlot A)				No	0
5041 Total:		<hr/> 780.00							
5042 803-000-0000-22910 Developer Payments	8/27/2018	1,050.00	0.00	09/04/2018 Boulder Ponds 4th - Senior Living				No	0
5042 Total:		<hr/> 1,050.00							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	Focus Engineering, Inc. Tot	90,813.86							
Great America Financial GREATAM									
23192940	8/16/2018	518.57	0.00	09/04/2018				No	0
101-410-1940-44040 Repairs/Maint Contractual E				Sharp MX-5141N Maint					
23192940 Total:		518.57							
23192941	8/16/2018	402.14	0.00	09/04/2018				No	0
101-410-1940-44040 Repairs/Maint Contractual E				Sharp MX-5070 Maint					
23192941 Total:		402.14							
Great America Financial To		920.71							
Hamline University HAMLINEU									
*** 900134770	8/15/2018	295.00	0.00	09/04/2018				No	0
101-430-3100-44370 Conferences & Training				PW Leadership Course - JC					
*** 900134770	8/15/2018	295.00	0.00	09/04/2018				No	0
101-450-5200-44370 Conferences & Training				PW Leadership Course - JC					
*** 900134770	8/15/2018	295.00	0.00	09/04/2018				No	0
601-494-9400-44370 Conferences & Training				PW Leadership Course - JC					
*** 900134770	8/15/2018	295.00	0.00	09/04/2018				No	0
602-495-9450-44370 Conferences & Training				PW Leadership Course - JC					
*** 900134770	8/15/2018	295.00	0.00	09/04/2018				No	0
603-496-9500-44370 Conferences & Training				PW Leadership Course - JC					
900134770 Total:		1,475.00							
Hamline University Total:		1,475.00							
Innovative Office Solutions INNOVAT									
*** IN2143144	8/2/2018	2.97	0.00	09/04/2018				No	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
101-410-1320-42000 Office Supplies				Office Supplies					
*** IN2143144	8/2/2018	129.70	0.00	09/04/2018				No	0
101-420-2220-42000 Office Supplies				Office Supplies					
IN2143144 Total:		132.67							
*** IN2163844	8/17/2018	36.75	0.00	09/04/2018				No	0
101-410-1320-42000 Office Supplies				Office Supplies					
*** IN2163844	8/17/2018	78.66	0.00	09/04/2018				No	0
101-410-1520-42000 Office Supplies				Office Supplies					
IN2163844 Total:		115.41							
IN2166349	8/20/2018	41.95	0.00	09/04/2018				No	0
101-410-1320-42000 Office Supplies				Paper					
IN2166349 Total:		41.95							
Innovative Office Solutions		290.03							
IUOE Local 49									
IUOEDUES									
*** 20180808	8/8/2018	245.00	0.00	09/04/2018				No	0
101-000-0000-21712 Union Dues				Union Dues - August 2018					
20180808 Total:		245.00							
IUOE Local 49 Total:		245.00							
Johnson & Turner Attorneys									
JOHNSON&									
73758	7/31/2018	3,500.00	0.00	09/04/2018				No	0
101-420-2150-43045 Attorney Criminal				Prosecution Svs July 2018					
73758 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			
Kath Fuel Oil Service Co kathfuel									
632129	8/14/2018	1,331.55	0.00	09/04/2018				No	0
101-430-3100-42120 Fuel, Oil and Fluids				Unleaded Fuel					
632129 Total:		1,331.55							
Kath Fuel Oil Service Co T		1,331.55							
Kennedy & Graven, Chartered KENGRAVE									
*** 144230	8/22/2018	5,135.98	0.00	09/04/2018				No	0
101-410-1320-43040 Legal Services				General Matters					
*** 144230	8/22/2018	6,407.81	0.00	09/04/2018				No	0
601-494-9400-43040 Legal Services				3M Litigation					
*** 144230	8/22/2018	18.50	0.00	09/04/2018				No	0
101-410-1320-43040 Legal Services				Haz Bldg - 9240 31st Street					
*** 144230	8/22/2018	581.25	0.00	09/04/2018				No	0
101-410-1320-43040 Legal Services				Verizon Lease					
*** 144230	8/22/2018	548.25	0.00	09/04/2018				No	0
803-000-0000-22910 Developer Payments				Southwind of Lake Elmo					
*** 144230	8/22/2018	5,914.88	0.00	09/04/2018				No	0
101-410-1320-43040 Legal Services				Lake Elmo Inn Assessment Appeal					
*** 144230	8/22/2018	193.75	0.00	09/04/2018				No	0
101-410-1320-43040 Legal Services				Land Swap - Sanctuary HOA					
*** 144230	8/22/2018	107.50	0.00	09/04/2018				No	0
803-000-0000-22910 Developer Payments				Boulder Ponds 3rd					
*** 144230	8/22/2018	1,021.25	0.00	09/04/2018				No	0
803-000-0000-22910 Developer Payments				Royal Golf 2nd					
*** 144230	8/22/2018	407.00	0.00	09/04/2018				No	0
601-494-9400-43040 Legal Services				White Bear Lake vs DNR					
*** 144230	8/22/2018	409.50	0.00	09/04/2018				No	0
803-000-0000-22910 Developer Payments				Legacy at North Star					
*** 144230	8/22/2018	870.75	0.00	09/04/2018				No	0
803-000-0000-22910 Developer Payments				Northport 2nd					
144230 Total:		21,616.42							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
		<hr/>							
	Kennedy & Graven, Charte	21,616.42							
KRS Corporation									
KRSCORP									
18722	8/20/2018	108.35	0.00	09/04/2018				No	0
101-420-2220-44040 Repairs/Maint Eqpt				Equipment ID Labels					
	18722 Total:	<hr/>							
		108.35							
	KRS Corporation Total:	<hr/>							
		108.35							
Lake Elmo Oil, Inc.									
LEOIL									
*** 1225	8/10/2018	12.25	0.00	09/04/2018				No	0
101-430-3100-42120 Fuel, Oil and Fluids				Fuel					
	1225 Total:	<hr/>							
		12.25							
	Lake Elmo Oil, Inc. Total:	<hr/>							
		12.25							
Lake Elmo Repair, Inc									
LEREPAIR									
*** 178836	8/10/2018	566.29	0.00	09/04/2018				No	0
101-430-3100-44040 Repairs/Maint Eqpt				A/C repairs to John Deere					
	178836 Total:	<hr/>							
		566.29							
	Lake Elmo Repair, Inc Tota	<hr/>							
		566.29							
Loffler Companies, Inc.									
LOFF									
2884344	8/14/2018	20.45	0.00	09/04/2018				No	0
101-410-1940-44040 Repairs/Maint Contractual E				Copies Konica C253 (City Hall) 0710-0809					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
2884344 Total:		20.45							
Loffler Companies, Inc. To		20.45							
Maroney's Sanitation, Inc MARONEYS									
*** 740534	8/8/2018	127.48	0.00	09/04/2018				No	0
101-410-1940-43840 Refuse					Trash Service - City Hall 0701-0731				
*** 740534	8/8/2018	53.30	0.00	09/04/2018				No	0
101-420-2220-43840 Refuse					Trash Service - Fire Station 2 0701-0731				
*** 740534	8/8/2018	232.22	0.00	09/04/2018				No	0
101-450-5200-43840 Refuse					Trash Service - Parks Bldg/Storage 0701-0731				
*** 740534	8/8/2018	293.42	0.00	09/04/2018				No	0
101-430-3100-43840 Refuse					Trash Service - Public Works 0701-0731				
*** 740534	8/8/2018	388.56	0.00	09/04/2018				No	0
101-000-0000-11805 Loan Receivable					Trash Service - Brookfield Bldg 0701-0731				
740534 Total:		1,094.98							
Maroney's Sanitation, Inc T		1,094.98							
McDonald Construction MCDONALD									
20180828	8/28/2018	5,000.00	0.00	09/04/2018				No	0
803-000-0000-22900 Deposits Payable					Refund Escrow 2015-657 10375 Tapestry Bend				
20180828 Total:		5,000.00							
McDonald Construction To		5,000.00							
Menards - Oakdale MENARDSO									
59727	8/7/2018	168.29	0.00	09/04/2018				No	0
101-450-5200-42210 Repair/Maint. Supplies					Park R/M supplies (painting and boards)				

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	59727 Total:	168.29							
59919	8/10/2018	23.23	0.00	09/04/2018				No	0
101-430-3100-44030	Repairs/Maint Imp Not Bldg			Paint for PW sign					
	59919 Total:	23.23							
60133	8/14/2018	37.90	0.00	09/04/2018				No	0
603-496-9500-42150	Operating Supplies			Misc. Operating Supplies					
	60133 Total:	37.90							
*** 60312	8/17/2018	50.65	0.00	09/04/2018				No	0
101-420-2220-44010	Repairs/Maint Bldg			Station supplies					
*** 60312	8/17/2018	10.58	0.00	09/04/2018				No	0
101-420-2220-44040	Repairs/Maint Eqpt			Vehicle maintenance					
	60312 Total:	61.23							
	Menards - Oakdale Total:	290.65							
Midwest Electric & Generator, Inc.									
MIDWESTE									
238299003580	8/21/2018	28,000.00	0.00	09/04/2018				No	0
601-494-9400-44050	Repairs/Maint. Imp. Bldgs.			Well # 2 Generator - Down Payment					
	238299003580 Total:	28,000.00							
	Midwest Electric & Genera	28,000.00							
Miller Excavating, Inc.									
MILLEREX									
25924	7/31/2018	507.50	0.00	09/04/2018				No	0
101-430-3100-43150	Contract Services			Road grading					
	25924 Total:	507.50							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description					Reference			
	Miller Excavating, Inc. Tota	507.50							
MN Department of Health MNDOH *** 20180815	8/15/2018	2,585.00	0.00	09/04/2018				No	0
601-494-9400-43820 Water Utility				2018 3rd Q Water Connection Fees					
	20180815 Total:	2,585.00							
	MN Department of Health	2,585.00							
MN Dept of Labor & Industry MNLABOR ABR01924901	8/2/2018	10.00	0.00	09/04/2018				No	0
101-420-2220-44010 Repairs/Maint Bldg				Annual pressure vessel registration - Station # 1					
	ABR01924901 Total:	10.00							
	MN Dept of Labor & Indu	10.00							
MTI Distributing Inc. MTI 1182152	8/6/2018	559.82	0.00	09/04/2018				No	0
101-450-5200-42210 Repair/Maint. Supplies				UTV tires					
	1182152 Total:	559.82							
	MTI Distributing Inc. Tota	559.82							
NCPERS Minnesota NCPERS 5662718	8/22/2018	64.00	0.00	09/04/2018				No	0
101-000-0000-21708 Other Benefits				August 2018 premium					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description				Reference				
5662718 Total:		64.00							
5662918	8/23/2018	80.00	0.00	09/04/2018				No	0
101-000-0000-21708 Other Benefits				September 2018 premium					
5662918 Total:		80.00							
NCPERS Minnesota Total:		144.00							
Oakdale Rental Center									
OAKDRC									
129251	8/10/2018	66.30	0.00	09/04/2018				No	0
101-430-3100-42120 Fuel, Oil and Fluids				LP for asphalt trailer					
129251 Total:		66.30							
Oakdale Rental Center Tota		66.30							
Owl Engineering & EMC Test Labs Inc.									
OWL									
3772	7/19/2018	7,200.00	0.00	09/04/2018				No	0
803-000-0000-22910 Developer Payments				Verizon Water Tower - CUP					
3772 Total:		7,200.00							
Owl Engineering & EMC T		7,200.00							
Prchal, Benjamin									
PRCHALBE									
*** 20180827	8/27/2018	12.43	0.00	09/04/2018				No	0
101-410-1910-43310 Mileage				Reimbursement - Mileage					
20180827 Total:		12.43							
Prchal, Benjamin Total:		12.43							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
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Ricci Media Group LLC.									
RITCHIET									
*** 20180827	8/27/2018	55.00	0.00	09/04/2018				No	0
101-410-1450-43620 Cable Operations				Cable Oper - Planning Comm 081518					
*** 20180827	8/27/2018	55.00	0.00	09/04/2018				No	0
101-410-1450-43620 Cable Operations				Cable Oper - Parks Comm 082018					
		<hr/>							
20180827 Total:		110.00							
		<hr/>							
Ricci Media Group LLC. T		110.00							
Rieks, Beverly									
ER-RIEKS									
20180815	8/15/2018	730.00	0.00	09/04/2018				No	0
803-000-0000-22910 Developer Payments				Refund Escrow-ZMA & Minor Sub 4564 Kimbro					
		<hr/>							
20180815 Total:		730.00							
		<hr/>							
Rieks, Beverly Total:		730.00							
Ruffridge Johnson Equipment Co									
RUFFRIDG									
RA 00486	8/17/2018	2,500.00	0.00	09/04/2018				No	0
101-430-3100-44130 Equipment Rental				Asphalt paver rental					
		<hr/>							
RA 00486 Total:		2,500.00							
		<hr/>							
Ruffridge Johnson Equipm		2,500.00							
Short Elliott Hendrickson, Inc									
SEH									
354504	8/10/2018	997.32	0.00	09/04/2018				No	0
601-494-9400-43030 Engineering Services				Inwood Water Tower #4 Project No 2015.130					
		<hr/>							
354504 Total:		997.32							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
Short Elliott Hendrickson,		997.32							
Sprint									
SPRINT									
*** 761950227-185	8/18/2018	65.37	0.00	09/04/2018				No	0
101-410-1320-43210 Telephone				Cell Phone Service - Administration					
*** 761950227-185	8/18/2018	11.37	0.00	09/04/2018				No	0
101-410-1910-43210 Telephone				Cell Phone Service - Planning Dept					
*** 761950227-185	8/18/2018	216.49	0.00	09/04/2018				No	0
101-420-2220-43210 Telephone				Cell Phone Service - Fire Dept					
*** 761950227-185	8/18/2018	222.24	0.00	09/04/2018				No	0
101-420-2400-43210 Telephone				Cell Phone Service - Building Dept					
*** 761950227-185	8/18/2018	32.53	0.00	09/04/2018				No	0
101-430-3100-43210 Telephone				Cell Phone Service - Public Works Dept					
*** 761950227-185	8/18/2018	57.12	0.00	09/04/2018				No	0
101-450-5200-43210 Telephone				Cell Phone Service - Parks Dept					
761950227-185 Total:		605.12							
Sprint Total:		605.12							
T.A. Schifsky & Sons Inc									
TASCH									
63378	8/13/2018	801.84	0.00	09/04/2018				No	0
101-430-3100-42240 Str. Maint/Landscape Materi				Hot mix					
63378 Total:		801.84							
*** 63421	8/20/2018	708.04	0.00	09/04/2018				No	0
101-430-3100-42240 Str. Maint/Landscape Materi				Hot mix					
63421 Total:		708.04							
T.A. Schifsky & Sons Inc T		1,509.88							

TDS Metrocom - LLC

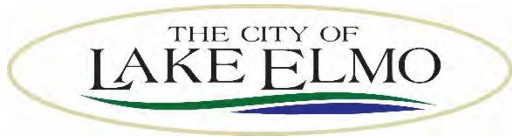
Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
TDS									
*** 20180813	8/13/2018	213.06	0.00	09/04/2018				No	0
101-430-3100-43210 Telephone				Analog Lines - Public Works 0813-0912					
*** 20180813	8/13/2018	105.96	0.00	09/04/2018				No	0
602-495-9450-43210 Telephone				Analog Lines - Lift Station Alarms 0813-0912					
*** 20180813	8/13/2018	52.98	0.00	09/04/2018				No	0
601-494-9400-43210 Telephone				Analog Lines - Alarm Well #2 0813-0912					
20180813 Total:		372.00							
TDS Metrocom - LLC Tot		372.00							
Telemetry & Process Controls									
TELEMETR									
*** 107238	4/18/2018	66.00	0.00	09/04/2018				No	0
602-495-9450-43150 Contract Services				Remote login service - missed amount					
107238 Total:		66.00							
*** 107777	8/22/2018	489.50	0.00	09/04/2018				No	0
601-494-9400-43150 Contract Services				Monthly SCADA Svs contract					
*** 107777	8/22/2018	489.50	0.00	09/04/2018				No	0
602-495-9450-43150 Contract Services				Monthly SCADA Svs contract					
107777 Total:		979.00							
Telemetry & Process Contr		1,045.00							
Verizon Wireless									
VERIZON									
9812605777	8/10/2018	35.01	0.00	09/04/2018				No	0
101-420-2220-43210 Telephone				Air card for tablet 0711-0810					
9812605777 Total:		35.01							
Verizon Wireless Total:		35.01							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description				Reference				
<hr/>									
Weis, Shane & Jenna UB-WEIS									
20180829	8/29/2018	102.08	0.00	09/04/2018				No	0
601-000-0000-37100 Water Sales				Overpymt - 8483 27th Street N					
		<hr/>							
20180829 Total:		102.08							
		<hr/>							
Weis, Shane & Jenna Total:		102.08							
<hr/>									
Weldon, Robert WELDONRO									
20180821	8/21/2018	14.17	0.00	09/04/2018				No	0
601-494-9400-43310 Mileage				Reimbursement - Mileage					
		<hr/>							
20180821 Total:		14.17							
		<hr/>							
Weldon, Robert Total:		14.17							
<hr/>									
White, Anita Whiteani									
*** 20180827	8/27/2018	55.00	0.00	09/04/2018				No	0
101-410-1450-43620 Cable Operations				Cable Oper - Finance Comm 082118					
*** 20180827	8/27/2018	55.00	0.00	09/04/2018				No	0
101-410-1450-43620 Cable Operations				Cable Oper - City Council 082118					
		<hr/>							
20180827 Total:		110.00							
		<hr/>							
White, Anita Total:		110.00							
<hr/>									
Xcel Energy XCEL									
604215409	8/20/2018	306.21	0.00	09/04/2018				No	0
602-495-9450-43810 Electric Utility				Lift Station					
		<hr/>							
604215409 Total:		306.21							
<hr/>									
604279988	8/20/2018	395.00	0.00	09/04/2018				No	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
101-420-2220-43810 Electric Utility				Fire Station 2					
604279988 Total:		395.00							
604283366	8/20/2018	26.34	0.00	09/04/2018				No	0
101-450-5200-43810 Electric Utility				Pebble Park					
604283366 Total:		26.34							
604283736	8/20/2018	43.51	0.00	09/04/2018				No	0
101-450-5200-43810 Electric Utility				Parks Bldg					
604283736 Total:		43.51							
604292804	8/20/2018	15.15	0.00	09/04/2018				No	0
602-495-9450-43810 Electric Utility				Lift Station					
604292804 Total:		15.15							
604298280	8/20/2018	17.23	0.00	09/04/2018				No	0
601-494-9400-43810 Electric Utility				Wells 1 & 2					
604298280 Total:		17.23							
604298857	8/20/2018	432.47	0.00	09/04/2018				No	0
101-420-2220-43810 Electric Utility				Fire Station 1					
604298857 Total:		432.47							
604299257	8/20/2018	122.56	0.00	09/04/2018				No	0
101-450-5200-43810 Electric Utility				Legion Park					
604299257 Total:		122.56							
604304201	8/20/2018	33.86	0.00	09/04/2018				No	0
101-430-3100-43810 Electric Utility				Traffic Lights					
604304201 Total:		33.86							
604315145	8/20/2018	48.03	0.00	09/04/2018				No	0
101-430-3100-43810 Electric Utility				Traffic Lights					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
604315145 Total:		48.03							
604315918	8/20/2018	27.86	0.00	09/04/2018				No	0
601-494-9400-43810 Electric Utility				Water Tower 2					
604315918 Total:		27.86							
604319033	8/20/2018	12.84	0.00	09/04/2018				No	0
101-430-3100-43810 Electric Utility				Speed Sign Hwy 5					
604319033 Total:		12.84							
604338762	8/20/2018	5,098.28	0.00	09/04/2018				No	0
601-494-9400-43810 Electric Utility				Pumphouse					
604338762 Total:		5,098.28							
604339582	8/20/2018	166.42	0.00	09/04/2018				No	0
601-494-9400-43810 Electric Utility				Pumphouse					
604339582 Total:		166.42							
604342887	8/20/2018	12.83	0.00	09/04/2018				No	0
101-450-5200-43810 Electric Utility				Sunfish Park					
604342887 Total:		12.83							
604353689	8/20/2018	51.70	0.00	09/04/2018				No	0
101-430-3100-43810 Electric Utility				Traffic Lights					
604353689 Total:		51.70							
604366033	8/20/2018	47.83	0.00	09/04/2018				No	0
101-430-3100-43810 Electric Utility				Traffic Lights					
604366033 Total:		47.83							
604372120	8/20/2018	42.16	0.00	09/04/2018				No	0
101-430-3100-43810 Electric Utility				Traffic Lights					
604372120 Total:		42.16							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
604372694	8/20/2018	122.90	0.00	09/04/2018				No	0
601-494-9400-43810 Electric Utility				Water Tower 3					
604372694 Total:		122.90							
604396778	8/20/2018	620.53	0.00	09/04/2018				No	0
602-495-9450-43810 Electric Utility				Lift Station					
604396778 Total:		620.53							
604506212	8/20/2018	11.43	0.00	09/04/2018				No	0
101-450-5200-43810 Electric Utility				Tennis Court					
604506212 Total:		11.43							
604603522	8/20/2018	26.62	0.00	09/04/2018				No	0
101-430-3100-43180 Information Technology/Web				Street Lights					
604603522 Total:		26.62							
Xcel Energy Total:		7,681.76							
Report Total:		354,181.36							



STAFF REPORT

DATE: September 4, 2018

CONSENT

ITEM #: 3

AGENDA ITEM: Hiring Public Works Operator

SUBMITTED BY: Jake Foster, Assistant City Administrator

BACKGROUND:

The City advertised for applications for the Public Works Operator position from October 18th to November 2nd, 2017. On August 14th, staff interviewed four applicants. The application materials for these applicants will be retained for one year.

Through this interview process an offer of employment contingent upon Council approval and passing a pre-employment medical/physical evaluation was made to Mike Belde.

ISSUE BEFORE COUNCIL:

Should Mike Belde be hired as the Public Works Operator at the terms described below?

PROPOSAL DETAILS/ANALYSIS:

Staff recommends hiring Mike Belde as the Public Works Operator contingent upon a satisfactory medical/physical evaluation. Staff is further recommending a starting wage of \$23.27/hour which is the pay rate offered for a probationary Public Works Operator III per the union contract.

Mr. Belde has experience with operating heavy equipment including snow plows and dump trucks. He has experience operating landscaping equipment, and has parks and asphalt maintenance experience. Mr. Belde is certified in aerial lifts, smart salting, operating skid steer loaders, and in turfgrass maintenance best practices. Additionally he has a class B Commercial Driver's License with air break and tanker endorsements.

Mr. Belde has already passed a criminal background check and a check of the Minnesota Predatory Offender Registry.

FISCAL IMPACT:

The total cost to the City for the hiring the Public Work Operator at this wage would be approximately \$75,000 including wages, taxes, and benefits. This cost has been budgeted for in 2018 and subsequent years.

RECOMMENDATION:

If removed from the consent agenda:

“Move to hire Mike Belde as the Public Works Operator at a starting wage of \$23.27/hour contingent upon passing a pre-employment medical/physical evaluation.”

ATTACHMENTS: None



STAFF REPORT

DATE: September 4, 2017

CONSENT

ITEM #: 4

AGENDA ITEM: Accept Resignation of Emily Becker, and Authorize Advertising for Planning Director

SUBMITTED BY: Jake Foster, Assistant City Administrator

BACKGROUND:

Planning Director, Emily Becker submitted her resignation on August 24th. Her last day with the City will be September 25th. Job Class and Comp Study work was done to update job description which was approved by Council at the August 15th 2017 meeting.

ISSUE BEFORE COUNCIL:

Does Council accept Emily Becker's resignation, and authorize advertising for Planning Director?

PROPOSAL:

Staff recommends accepting Emily Becker's resignation and authorizing the advertising for Planning Director.

FISCAL IMPACT:

The estimated annual fiscal impact for Planning Director would be approximately \$ is \$105,000-\$131,500 including salary, taxes, and benefits.

RECOMMENDATION:

If removed from the consent agenda:

"Move to accept Emily Becker's resignation, and authorize advertising for Planning Director."

ATTACHMENTS:

Job Posting



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

Accepting Applications for the Position of:

Planning Director

SALARY: \$77,812-\$101,171

ANTICIPATED HIRING RANGE: \$77,812-\$101,171

OPENING DATE: 9/5/2018

CLOSING DATE: 9/19/2018

POSITION TITLE: Planning Director
DEPARTMENT: Planning
ACCOUNTABLE TO: City Administrator

Position Details/Essential Functions: This position is to strengthen the health and vitality of the City through managing planning, development review, redevelopment, building plan review, inspection, code enforcement, and housing. This position manages the direct operations of the Planning Department, meeting statutory requirements, while administering the City's Comprehensive Plan. Main functions include managing development review, enforcing city ordinances and policies, keep accurate details and records, provide clear communication and provide technical support to the City Council or Planning Commission through reports and presentations. This position is currently being evaluated for potential growth into a Community Development Director role, and serves under the general supervision of the City Administrator. This position is responsible, but not limited to the following duties:

Department Operations:

- Monitor revenues and expenditures in assigned areas to assure sound fiscal control; prepare annual budget requests, assure effective and efficient use of budgeted funds, personnel, materials, facilities and time
- Determine work procedures, prepare work schedules, and expedite workflow; study and standardize procedures to improve efficiency and effectiveness of operations
- Attends City staff meetings, City Council meetings and advisory boards.

Com

3880_Laverne Avenue North, Lake Elmo, Minnesota, 55042 * 651.747.3900

Community Planning:

- Provide leadership and direction in the development of short and long-range plans related to growth management, land use, housing, transportation, park, trails, open space systems, public facilities or other issues to meet the City's needs and requirements of the intergovernmental agreements and or State legislation
- Formulate and administer the Comprehensive Plan
- Coordinate the comprehensive plan activities with the Metropolitan Council plan, state and county planning activities
- Develop and maintain Lake Elmo's economic development and redevelopment programs
- Supervise the evaluation of land use proposals for conformity to established plans and ordinances
- Identify strategic opportunities for the use of tax increment financing and other resources to attract and shape development within the City
- Prepares codes and ordinances, recommends amendments, fee structures, etc.
- Gather, interpret, and prepare data for studies, reports and recommendations; coordinates department activities with other departments and agencies as needed.
- Assist with designs for parks, streetscapes, landscapes and other municipal projects.

Intergovernmental Coordination:

- Monitor inter-governmental and legislative decisions affecting department operations and follow through with appropriate action
- Render technical advice to City officials and employees regarding community development, design standards, land use, and related aspects of physical, social and environmental planning

Development Review:

- Supervise the development review process for submittal of rezoning, subdivision, special use permit and site plan applications, through analysis of project proposals, preparation of staff reports and recommendations
- Interpret City codes and exercise judgement in applying requirements to cases which do not fit norms
- Deal with developers, design professionals, contractors, business people, citizens and property owners
- Handle controversial issues
- Insure the maintenance of accurate record keeping of departmental activities relating to licenses, permits, development projects and special studies
- Interpret and apply development regulations; identify gaps in the ordinance provisions and recommends ways to address these gaps; prepares ordinance revisions for consideration by City Council
- Work with the City Engineer to ensure that development projects are completed according to approved plans.

Code Enforcement:

- Supervise the enforcement of zoning, housing, and nuisance codes including the receiving of complaints, field investigations, preparation and notification letters and court orders, and possible testimony in court hearings to achieve code compliance
- Develop methods for dealing with chronic code enforcement issues and problem properties

Supervisory Responsibilities:

- Establishes and maintains policies and procedures for the Department
-

- Carries out supervisory duties in accordance with the City's policies and applicable laws
- Responsible for training, planning, assigning and directing work
- Responsible for evaluating performance, rewarding employees, disciplining employees
- Responsible for responding to grievances, addressing complaints and addressing problems of employees

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

Position Requirements

Knowledge, Skills and Abilities:

- Extensive knowledge of community development programs and process, and the typical operations of a planning department
- Ability to supervise a complex set of department functions which involve several technical disciplines, and to manage a complicated work program so that demands are matched to resources
- Ability to think in a creative and strategic manner, to develop alternatives and specific program proposals designed to achieve effective results consistent with community goals
- Thorough knowledge of how to formulate, implement, and apply comprehensive plans and special studies related to community development issues
- Thorough knowledge of how to develop, interpret, and apply development regulations, and to conduct code enforcement activities
- Ability to handle stressful situations and effectively deal with difficult or angry people
- Familiarity with the Community Development Block Grant program and other federal and state housing programs
- Familiarity of GIS system and how to utilize them in the operation of a planning department
- Ability to analyze situations and information, formulate alternatives, and use sound judgement in drawing conclusions and making decisions

Education: four-year degree in Planning, Urban Studies, Geography, Landscape Architect, or related field

Requirements: Minimum of five years' experience in public sector position and at least four years of supervisory experience. This position should also include in:

- Fully capable in word processing, spreadsheet, Geographic Information System (GIS) and other computer software
- Knowledge of principles of city planning and urban design
- Knowledge of techniques of problem solving, research procedures, and public relations
- Valid MN State Driver's License

Desired Qualifications:

- Master's Degree in Urban Planning, Landscape Architect, Geography or closely related field

Physical and Mental Requirements: Work is performed in both office and field settings. Some of the employee's

time is spent in field inspection associated with code enforcement and development cases. Sufficient mobility is necessary to navigate natural terrain and construction sites. Visual acuity sufficient to evaluate field conditions, plans and drawings is necessary. Specific vision abilities required by this job include close vision, distance, vision, color vision, peripheral vision, depth perception, and the ability to adjust focus. Hand-eye coordination is necessary to operate computers and various pieces of office equipment.

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

Working Conditions: While performing duties of this job, the employee is required to sit, stand, walk, talk and hear, use hands to finger, handle, feel and operate objects, tools or controls. The employee must occasionally lift and/or move 40 pounds.

Competencies Common to All City Positions:

- Develop, maintain a thorough working knowledge of, and comply with all departmental and applicable City policies and procedures
- Demonstrate by personal example the spirit of service, excellence, and integrity expected from all staff
- Develop respectful and cooperative working relationships with co-workers, including willing assistance to newer staff so job responsibilities can be performed with confidence as quickly as possible
- Confer regularly with and keep immediate supervisor informed of all important matters which pertain to the applicable job functions and responsibilities
- Represent the City of Lake Elmo in a professional manner to the public, outside contacts and constituencies

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

PLEASE APPLY BY **CLOSING DATE: 9/19/2018**

SEND COVER LETTER, RESUME, LAKE ELMO APPLICATION TO:
CITY OF LAKE ELMO

ATTN: Jake Foster, ASSISTANT CITY ADMINISTRATOR
3880 LAVERNE AVENUE NORTH, LAKE ELMO, MN 55042

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

CITY OF LAKE ELMO IS AN EQUAL OPPORTUNITY EMPLOYER



STAFF REPORT

DATE: September 4, 2018
CONSENT #5

AGENDA ITEM: Old Village Phase 3 Street, Drainage, and Utility Improvements - Change Order No. 5

SUBMITTED BY: Jack Griffin, City Engineer

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

ISSUE BEFORE COUNCIL: Should the City Council approve Change Order No. 5 for the Old Village Phase 3 Street, Drainage, and Utility Improvements?

BACKGROUND: Douglas-Kerr Underground, LLC was awarded a construction contract to complete the Old Village Phase 3 Street, Drainage, and Utility Improvements on May 16, 2017.

PROPOSAL DETAILS/ANALYSIS: Douglas-Kerr Underground, LLC has submitted a change order to address additional work completed to replace the crosswalk at Lake Elmo Avenue and 31st Street. The existing crosswalk had to be removed for construction purposes but was not included in the construction documents.

FISCAL IMPACT: This change order will increase the contract in the amount of \$2,970.00 bringing the revised construction contract to \$1,586,910.42. With this change order the project remains within the authorized project budget and contingencies.

RECOMMENDATION: Staff is recommending that the City Council approve, *as part of the Consent Agenda*, Change Order No. 5 for the Old Village Phase 3 Street, Drainage, and Utility Improvements. If removed from the consent agenda, the recommended motion for the action is as follows:

“Move to approve Change Order No. 5 for the Old Village Phase 3 Street, Drainage, and Utility Improvements, thereby increasing the contract amount by \$2,970.00”.

ATTACHMENTS:

1. Change Order No. 5.

CONTRACT CHANGE ORDER FORM

CITY OF LAKE ELMO, MINNESOTA
OLD VILLAGE PHASE 3 IMPROVEMENTS
PROJECT NO. 2016.133

FOCUS ENGINEERING, inc.

CHANGE ORDER NO. 5

DATE: August 27, 2018

TO: Douglas-Kerr Underground, LLC, 2142 330th Ave, Mora, MN 55051

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 is being processed to address additional work completed by the contractor to replace the crosswalk at Lake Elmo Avenue and 31st Street. The existing crosswalk had to be removed for construction purposes but was not included in the construction documents.

Attachments (list documents supporting change): N/A

ITEM	DESCRIPTION OF PAY ITEM	UNIT	QTY	UNITE PRICE	INCREASE/(DECREASE)
CO 5-1	REMOVE AND REPLACE CROSSWALK	SF	90	\$33.00	\$2,970.00
NET CONTRACT CHANGE					\$2,970.00

Amount of Original Contract	\$	1,576,039.15
Sum of Additions/Deductions approved to date (CO Nos. 1,2,3,4)	\$	7,901.27
Contract Amount to date	\$	1,583,940.42
Amount of this Change Order (ADD) (DEDUCT) (NO CHANGE)	\$	2,970.00
Revised Contract Amount	\$	1,586,910.42

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

APPROVED BY ENGINEER: FOCUS ENGINEERING

APPROVED BY CONTRACTOR



ENGINEER

8/27/2018

DATE

BY

DATE

APPROVED BY OWNER: CITY OF LAKE ELMO, MINNESOTA

BY

BY

DATE

DATE



STAFF REPORT

DATE: September 4, 2018

CONSENT

ITEM # 6

AGENDA ITEM: Old Village Phase 3 Street, Drainage, and Utility Improvements –
Compensating Change Order No. 6

SUBMITTED BY: Jack Griffin, City Engineer

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

ISSUE BEFORE COUNCIL: Should the City Council approve Compensating Change Order No. 6 for the Old Village Phase 3 Street, Drainage, and Utility Improvements?

BACKGROUND: Douglas-Kerr Underground, LLC was awarded a construction contract to complete the Old Village Phase 3 Street, Drainage, and Utility Improvements on May 16, 2017. The contractor has completed the work in accordance with the contract, plans, and specifications; and with approval of this change order the contract amount will be adjusted to reflect the actual quantities installed as a part of the project.

PROPOSAL DETAILS/ANALYSIS: Douglas-Kerr Underground, LLC has submitted a compensating change order to reconcile the estimated and actual quantities installed on the project.

FISCAL IMPACT: \$11,448.25 increase to the final construction contract amount.

This compensating change order will increase the final construction contract amount to \$1,598,358.67. The original construction contract amount at the time of award was \$1,576,039.15. The increase is due to increased restoration area and road stabilization efforts.

RECOMMENDATION: Staff is recommending that the City Council approve, *as part of the Consent Agenda*, Compensating Change Order No. 6 for the Old Village Phase 3 Street, Drainage, and Utility Improvements. If removed from the consent agenda, the recommended motion for the action is as follows:

“Move to approve Compensating Change Order No. 6 for the Old Village Phase 3 Street, Drainage, and Utility Improvements, thereby increasing the contract amount by \$11,448.25”.

ATTACHMENTS:

1. Compensating Change Order No. 6.

CONTRACT CHANGE ORDER FORM

CITY OF LAKE ELMO, MINNESOTA
OLD VILLAGE PHASE 3 IMPROVEMENTS
PROJECT NO. 2016.133

FOCUS ENGINEERING, inc.

CHANGE ORDER NO. 6

DATE: August 27, 2018

TO: Douglas-Kerr Underground, LLC, 2142 330th Ave, Mora, MN 55051

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:

Per the project Contract Documents the original contract amount and basis of award is established using the estimated quantities for each item of work listed in the bid schedule and multiplying them by the Contractor's corresponding unit bid price. The Contractor is paid for the actual final quantities installed on the project at the unit bid prices.

At the completion of the project, a compensating change order is prepared to revise the estimated quantities for each work item listed in the bid schedule to the actual quantities installed and the corresponding Contract Amount is revised accordingly.

This compensating change order reflects a net increase to the contract amount by \$11,448.25.

Attachments (list documents supporting change): Itemization of Materials

ITEM	DESCRIPTION OF PAY ITEM	UNIT	QTY	UNITE PRICE	INCREASE/(DECREASE)
	**See attached itemization				

NET CONTRACT CHANGE **\$11,448.25**

Amount of Original Contract	\$	1,576,039.15
Sum of Additions/Deductions approved to date (CO Nos. 1,2,3,4,5)	\$	10,871.27
Contract Amount to date	\$	1,586,910.42
Amount of this Change Order (ADD) (DEDUCT) (NO CHANGE)	\$	11,448.25
Revised Contract Amount	\$	1,598,358.67

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

APPROVED BY ENGINEER: FOCUS ENGINEERING

APPROVED BY CONTRACTOR



ENGINEER

8/27/2018

DATE

BY

DATE

APPROVED BY OWNER: CITY OF LAKE ELMO, MINNESOTA

BY

BY

DATE

DATE

OLD VILLAGE PHASE 3 IMPROVEMENTS
CITY OF LAKE ELMO, MINNESOTA
PROJECT NO. 2016.133

ITEM	DESCRIPTION OF PAY ITEM	UNIT	CONTRACT			TOTAL TO DATE		COMPENSATING CHANGE ORDER NO. 6	
			QUANTITY	UNIT PRICE	AMOUNT	QUANTITY	AMOUNT	NET CHANGE	AMOUNT
1	Mobilization	LS	1	\$58,045.95	\$58,045.95	1.00	\$58,045.95	0.00	\$0.00
2	Clearing & Grubbing	ACRE	1.15	\$6,000.00	\$6,900.00	1.20	\$7,200.00	0.05	\$300.00
3	Clearing & Grubbing	TREE	42	\$200.00	\$8,400.00	43.00	\$8,600.00	1.00	\$200.00
4	Remove Water Main Pipe	LF	2884	\$1.20	\$3,460.80	2780.00	\$3,336.00	-104.00	-\$124.80
5	Remove Sewer Pipe (Storm)	LF	144	\$11.45	\$1,648.80	101.00	\$1,156.45	-43.00	-\$492.35
6	Remove Concrete Curb & Gutter	LF	440	\$3.00	\$1,320.00	378.00	\$1,134.00	-62.00	-\$186.00
7	Remove Backstop Fence	EACH	1	\$450.00	\$450.00	1.00	\$450.00	0.00	\$0.00
8	Pulverize Bituminous Pavement (P)	SY	10246	\$1.10	\$11,270.60	10246.00	\$11,270.60	0.00	\$0.00
9	Remove Bituminous Driveway & Parking Lot Pavement	SY	765	\$3.75	\$2,868.75	767.00	\$2,876.25	2.00	\$7.50
10	Remove Concrete Driveway Pavement	SY	300	\$6.25	\$1,875.00	491.00	\$3,068.75	191.00	\$1,193.75
11	Remove Catch Basin or Manhole (Storm)	EACH	3	\$260.00	\$780.00	3.00	\$780.00	0.00	\$0.00
12	Remove Gate Valve & Box	EACH	14	\$90.00	\$1,260.00	7.00	\$630.00	-7.00	-\$630.00
13	Remove Hydrant	EACH	6	\$450.00	\$2,700.00	6.00	\$2,700.00	0.00	\$0.00
14	Sawing Concrete Pavement (Full Depth)	LF	240	\$3.50	\$840.00	157.50	\$551.25	-82.50	-\$288.75
15	Sawing Bit Pavement (Full Depth)	LF	610	\$2.75	\$1,677.50	470.00	\$1,292.50	-140.00	-\$385.00
16	Salvage and Install Fence	LF	200	\$27.00	\$5,400.00	165.00	\$4,455.00	-35.00	-\$945.00
17	Salvage Retaining Wall	LF	100	\$24.00	\$2,400.00	90.00	\$2,160.00	-10.00	-\$240.00
18	Salvage Sign (Type C or Street Name Sign)	EACH	8	\$35.00	\$280.00	8.00	\$280.00	0.00	\$0.00
19	Salvage & Install Sign Type C	EACH	5	\$160.00	\$800.00	5.00	\$800.00	0.00	\$0.00
20	Salvage & Install Mailbox Assembly	EACH	26	\$90.00	\$2,340.00	28.00	\$2,520.00	2.00	\$180.00
21	Salvage & Install Pavers (incl. Flagstone Steps & Wall)	SF	200	\$23.00	\$4,600.00	132.00	\$3,036.00	-68.00	-\$1,564.00
22	Common Excavation (P)	CY	12605	\$10.85	\$136,764.25	12605.00	\$136,764.25	0.00	\$0.00
23	Infiltration Basin Excavation (EV)	CY	467	\$32.50	\$15,177.50	0.00	\$0.00	-467.00	-\$15,177.50
24	Subgrade Correction (EV)(Includes Select Granular Borrow - Mod 5% CY	CY	400	\$29.85	\$11,940.00	78.00	\$2,328.30	-322.00	-\$9,611.70
25	Select Granular Borrow - Mod. 5% (CV)(P)	CY	7764	\$19.00	\$147,516.00	7764.00	\$147,516.00	0.00	\$0.00
26	Geotextile Fabric, Type V	SY	1000	\$1.50	\$1,500.00	4791.30	\$7,186.95	3791.30	\$5,686.95
27	Agg. Base, Cl. 6 (CV) (P)	CY	2288	\$31.95	\$73,101.60	2342.00	\$74,826.90	54.00	\$1,725.30
28	Street Sweeping	HOURL	40	\$150.00	\$6,000.00	58.75	\$8,812.50	18.75	\$2,812.50
29	Bit. Material for Tack Coat	GAL	501	\$1.40	\$701.40	460.00	\$644.00	-41.00	-\$57.40
30	Type SP 9.5 Wearing Course Mix (2,C) (Parking Lots, Driveways & Biki	TON	230	\$101.00	\$23,230.00	269.78	\$27,247.78	39.78	\$4,017.78
31	Type SP 9.5 Wearing Course Mix (3,B)	TON	590	\$54.50	\$32,155.00	610.87	\$33,292.42	20.87	\$1,137.42
32	Type SP 9.5 Wearing Course Mix (3,C)	TON	315	\$63.00	\$19,845.00	333.90	\$21,035.70	18.90	\$1,190.70
33	Type SP 12.5 Wearing Course Mix (3,B)	TON	790	\$48.75	\$38,512.50	789.11	\$38,469.11	-0.89	-\$43.39
34	Type SP 12.5 Wearing Course Mix (3, C)	TON	420	\$56.25	\$23,625.00	420.85	\$23,672.81	0.85	\$47.81
35	Bituminous Wedge Paving	TON	170	\$0.01	\$1.70	203.91	\$2.04	33.91	\$0.34
36	Saw & Seal Joint (40' Intervals)	LF	1400	\$3.25	\$4,550.00	1726.00	\$5,609.50	326.00	\$1,059.50
37	Pipe Foundation Rock	LF	1600	\$0.01	\$16.00	0.00	\$0.00	-1600.00	-\$16.00
38	15" RC Pipe Apron w/Trash Guard	EACH	1	\$1,024.05	\$1,024.05	1.00	\$1,024.05	0.00	\$0.00
39	18" RC Pipe Apron w/Trash Guard	EACH	1	\$1,095.10	\$1,095.10	0.00	\$0.00	-1.00	-\$1,095.10
40	21" RC Pipe Apron w/Trash Guard	EACH	2	\$1,470.00	\$2,940.00	0.00	\$0.00	-2.00	-\$2,940.00
41	36" Span RC Pipe-Arch Apron w/Trash Guard	EACH	2	\$2,466.45	\$4,932.90	2.00	\$4,932.90	0.00	\$0.00
42	Infiltration Basin Underdrain System	LF	410	\$0.01	\$4.10	0.00	\$0.00	-410.00	-\$4.10
43	4" PVC Perf. Edge Drain w/ Backfill & Wrap	LF	1300	\$10.50	\$13,650.00	1100.00	\$11,550.00	-200.00	-\$2,100.00
44	Draintile Cleanout	EACH	20	\$175.00	\$3,500.00	0.00	\$0.00	-20.00	-\$3,500.00
45	8" PVC Pipe Sewer (SDR 26)	LF	3236	\$35.10	\$113,583.60	3236.00	\$113,583.60	0.00	\$0.00
46	12" RC Pipe Sewer, Des 3006 CL V	LF	125	\$36.55	\$4,568.75	125.00	\$4,568.75	0.00	\$0.00
47	15" RC Pipe Sewer, Des 3006 CL V	LF	741	\$32.60	\$24,156.60	678.00	\$22,102.80	-63.00	-\$2,053.80
48	18" RC Pipe Sewer, Des 3006 CL V	LF	350	\$30.35	\$10,622.50	282.00	\$8,558.70	-68.00	-\$2,063.80
49	21" RC Pipe Sewer, Des 3006 CL III	LF	178	\$37.85	\$6,737.30	117.00	\$4,428.45	-61.00	-\$2,308.85
50	36" Span RC Pipe-Arch Sewer CL IIA	LF	101	\$100.90	\$10,190.90	109.00	\$10,998.10	8.00	\$807.20
51	Connect to Existing Sanitary Sewer	EACH	2	\$2,939.55	\$5,879.10	2.00	\$5,879.10	0.00	\$0.00
52	Construct Drainage Structure 2'x3' (w/ Casting)	EACH	7	\$1,580.75	\$11,065.25	6.00	\$9,484.50	-1.00	-\$1,580.75
53	Construct Drainage Structure Des. CC - 48" (w/ Casting)	EACH	8	\$2,432.30	\$19,458.40	10.00	\$24,323.00	2.00	\$4,864.60
54	Construct Drainage Structure Des. CC - 60" (w/ Casting)	EACH	2	\$3,484.05	\$6,968.10	1.00	\$3,484.05	-1.00	-\$3,484.05
55	Construct Drainage Structure Des. CC - 72" (w/ Casting)	EACH	1	\$3,940.80	\$3,940.80	0.00	\$0.00	-1.00	-\$3,940.80
56	Construct Drainage Structure Des. CC - 84" (w/ Casting)	EACH	1	\$4,945.05	\$4,945.05	1.00	\$4,945.05	0.00	\$0.00
57	8"x4" PVC Wye, SDR 26	EACH	21	\$500.75	\$10,515.75	21.00	\$10,515.75	0.00	\$0.00
58	8"x6" PVC Wye, SDR 26	EACH	9	\$1,004.55	\$9,040.95	6.00	\$6,027.30	-3.00	-\$3,013.65
59	6" Clean-Out Assembly (SCH 40)	EACH	4	\$324.60	\$1,298.40	0.00	\$0.00	-4.00	-\$1,298.40
60	2" Pressure Cleanout & CurbstopAssembly	EACH	1	\$986.40	\$986.40	1.00	\$986.40	0.00	\$0.00
61	2"x1-1/4" Fused Tee	EACH	4	\$254.20	\$1,016.80	4.00	\$1,016.80	0.00	\$0.00
62	1-1/4" Curb Stop & Box	EACH	5	\$429.50	\$2,147.50	5.00	\$2,147.50	0.00	\$0.00
63	4" PVC Sanitary Service Pipe - Sch40	LF	815	\$11.05	\$9,005.75	869.00	\$9,602.45	54.00	\$596.70
64	6" PVC Sanitary Service Pipe - Sch40	LF	760	\$20.45	\$15,542.00	340.00	\$6,953.00	-420.00	-\$8,589.00
65	1-1/4" HDPE Service Pipe	LF	250	\$9.70	\$2,425.00	254.00	\$2,463.80	4.00	\$38.80
66	2" HDPE Pressure Pipe	LF	290	\$14.15	\$4,103.50	470.00	\$6,650.50	180.00	\$2,547.00
67	Tracer Wire Box - (at property line)	EACH	36	\$167.60	\$6,033.60	36.00	\$6,033.60	0.00	\$0.00
68	Sanitary Sewer Manhole (10' Deep)	EACH	14	\$3,175.50	\$44,457.00	15.00	\$47,632.50	1.00	\$3,175.50
69	Sanitary Sewer Manhole Extra Depth	LF	48	\$137.15	\$6,583.20	49.18	\$6,745.04	1.18	\$161.84
70	Sewer Telesaving	LF	3236	\$1.25	\$4,045.00	3236.00	\$4,045.00	0.00	\$0.00
71	2" Rigid Insulation	SY	120	\$14.30	\$1,716.00	147.00	\$2,102.10	27.00	\$386.10
72	Temporary Water Service	LS	1	\$25,028.00	\$25,028.00	1.00	\$25,028.00	0.00	\$0.00
73	1" Corporation Stop	EACH	27	\$279.20	\$7,538.40	27.00	\$7,538.40	0.00	\$0.00

74	2" Corporation Stop	EACH	3	\$726.45	\$2,179.35	2.00	\$1,452.90	-1.00	-\$726.45
75	1" Curb Stop & Box	EACH	27	\$362.85	\$9,796.95	27.00	\$9,796.95	0.00	\$0.00
76	2" Curb Stop & Box	EACH	3	\$839.00	\$2,517.00	3.00	\$2,517.00	0.00	\$0.00
77	8" x 1 -1/4" Saddle Tap	EACH	1	\$390.95	\$390.95	1.00	\$390.95	0.00	\$0.00
78	Connect to Existing Water Main	EACH	3	\$1,025.40	\$3,076.20	3.00	\$3,076.20	0.00	\$0.00
79	Connect to Existing Water Service	EACH	34	\$382.35	\$12,999.90	32.00	\$12,235.20	-2.00	-\$764.70
80	Hydrant	EACH	8	\$4,199.10	\$33,592.80	11.00	\$46,190.10	3.00	\$12,597.30
81	6" Gate Valve & Box	EACH	14	\$1,586.10	\$22,205.40	15.00	\$23,791.50	1.00	\$1,586.10
82	8" Gate Valve & Box	EACH	8	\$2,036.45	\$16,291.60	8.00	\$16,291.60	0.00	\$0.00
83	16" Butterfly Valve & Box	EACH	4	\$3,023.65	\$12,094.60	4.00	\$12,094.60	0.00	\$0.00
84	1" Type K Copper Pipe	LF	1095	\$9.20	\$10,074.00	1181.00	\$10,865.20	86.00	\$791.20
85	2" Type K Copper Pipe	LF	90	\$22.95	\$2,065.50	60.00	\$1,377.00	-30.00	-\$688.50
86	6" Water Main DIP - CL 52 (Poly Encased)	LF	394	\$24.45	\$9,633.30	267.00	\$6,528.15	-127.00	-\$3,105.15
87	8" Water Main DIP - CL 52 (Poly Encased)	LF	2424	\$32.30	\$78,295.20	2441.00	\$78,844.30	17.00	\$549.10
88	16" Water Main DIP - CL 52 (Poly Encased)	LF	892	\$60.95	\$54,367.40	892.00	\$54,367.40	0.00	\$0.00
89	Water Main Fittings	LB	3606	\$3.25	\$11,719.50	3726.00	\$12,109.50	120.00	\$390.00
90	Random Rip-Rap, Class III (includes Geotextile Fabric)	CY	40	\$115.00	\$4,600.00	33.00	\$3,795.00	-7.00	-\$805.00
91	5" Concrete Walk	SF	5100	\$4.90	\$24,990.00	5083.00	\$24,906.70	-17.00	-\$83.30
92	6" Concrete Walk - Pedestrian Ramp	SF	480	\$6.10	\$2,928.00	710.00	\$4,331.00	230.00	\$1,403.00
93	B612 Concrete Curb & Gutter	LF	365	\$19.00	\$6,935.00	166.00	\$3,154.00	-199.00	-\$3,781.00
94	B618 Concrete Curb & Gutter	LF	5525	\$12.25	\$67,681.25	5518.00	\$67,595.50	-7.00	-\$85.75
95	6" Concrete Driveway Pavement	SY	300	\$47.75	\$14,325.00	423.00	\$20,198.25	123.00	\$5,873.25
96	8" Concrete Driveway Pavement	SY	125	\$55.75	\$6,968.75	119.00	\$6,634.25	-6.00	-\$334.50
97	Truncated Domes	SF	72	\$30.00	\$2,160.00	92.50	\$2,775.00	20.50	\$615.00
98	Traffic Control	LS	1	\$2,300.00	\$2,300.00	1.00	\$2,300.00	0.00	\$0.00
99	Sign Panels, Type C	SF	21	\$43.50	\$913.50	21.00	\$913.50	0.00	\$0.00
100	Sign, Type Special (Street Name)	EACH	3	\$495.00	\$1,485.00	3.00	\$1,485.00	0.00	\$0.00
101	Silt Fence, Preassembled	LF	2400	\$1.25	\$3,000.00	715.00	\$893.75	-1685.00	-\$2,106.25
102	Storm Drain Inlet Protection	EACH	23	\$125.00	\$2,875.00	30.00	\$3,750.00	7.00	\$875.00
103	Filter Topsoil Borrow (Pulverized) (LV)	CY	125	\$39.50	\$4,937.50	0.00	\$0.00	-125.00	-\$4,937.50
104	Common Topsoil Borrow (Pulverized) (LV)	CY	1500	\$24.75	\$37,125.00	949.00	\$23,487.75	-551.00	-\$13,637.25
105	Sodding, Type Mineral	SY	6300	\$5.25	\$33,075.00	11095.00	\$58,248.75	4795.00	\$25,173.75
106	Seeding (Seed Mixture Type 25-131)	ACRE	2	\$1,108.00	\$2,216.00	0.00	\$0.00	-2.00	-\$2,216.00
107	Seeding (Seed Mixture Type Basin)	ACRE	0.2	\$777.00	\$155.40	0.00	\$0.00	-0.20	-\$155.40
108	Erosion Control Blanket Category 3N	SY	2400	\$1.35	\$3,240.00	2875.00	\$3,881.25	475.00	\$641.25
109	Sediment Control Log	LF	800	\$2.10	\$1,680.00	160.00	\$336.00	-640.00	-\$1,344.00
110	6' Wide Agg. Lime Walking Trail	LF	700	\$15.50	\$10,850.00	630.00	\$9,765.00	-70.00	-\$1,085.00
111	Temporary Rock Construction Entrance	EACH	4	\$1,400.00	\$5,600.00	0.00	\$0.00	-4.00	-\$5,600.00

TOTALS - BASE CONTRACT				\$1,576,039.15		\$1,549,481.45		-\$26,557.70
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CHANGE ORDER NO. 1

CO1-1	REMOVE INFILTRATION BASIN EXCAVATION (EV)	CY	-467.0	\$32.50	-\$15,177.50	0.00	\$0.00	467.00	\$15,177.50
CO1-2	REMOVE 15" RC PIPE APRON W/TRASH GUARD	EACH	-1.0	\$1,024.05	-\$1,024.05	0.00	\$0.00	1.00	\$1,024.05
CO1-3	REMOVE 21" RC PIPE APRON W/TRASH GUARD	EACH	-1.0	\$1,470.00	-\$1,470.00	0.00	\$0.00	1.00	\$1,470.00
CO1-4	REMOVE INFILTRATION BASIN UNDERDRAIN SYSTEM	LF	-410.0	\$0.01	-\$4.10	0.00	\$0.00	410.00	\$4.10
CO1-5	REMOVE FILTER TOPSOIL BORROW (PULVERIZED) (LV)	CY	-125.0	\$39.50	-\$4,937.50	0.00	\$0.00	125.00	\$4,937.50
CO1-6	8" C900 PIPE SEWER	LF	230.0	\$68.90	\$15,847.00	236.00	\$16,260.40	6.00	\$413.40
CO1-7	8"X6" C900 WYE	EACH	3.0	\$1,299.50	\$3,898.50	3.00	\$3,898.50	0.00	\$0.00
CO1-8	REMOVE 8"X6" PVC WYE, SDR 26	EACH	-3.0	\$1,004.55	-\$3,013.65	0.00	\$0.00	3.00	\$3,013.65
CO1-9	REMOVE 6" CLEAN-OUT ASSEMBLY (SCH 40)	EACH	-4.0	\$324.60	-\$1,298.40	0.00	\$0.00	4.00	\$1,298.40
CO1-10	REMOVE 6" PVC SANITARY SERVICE PIPE - SCH 40	LF	-460.0	\$20.45	-\$9,407.00	0.00	\$0.00	460.00	\$9,407.00

TOTALS - CHANGE ORDER NO. 1				-\$16,586.70		\$20,158.90		\$36,745.60
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CHANGE ORDER NO. 2

CO2-1	BONDED FIBER MATRIX MULCH	AC	2.0	\$3,450.00	\$6,900.00	1.27	\$4,381.50	-0.73	-\$2,518.50
CO2-2	REMOVE SHED	LS	1.0	\$650.00	\$650.00	1.00	\$650.00	0.00	\$0.00
CO2-3	MULCH	CY	20.0	\$88.00	\$1,760.00	20.00	\$1,760.00	0.00	\$0.00
CO2-4	BLACK VINYL COATED FENCE	LF	15.0	\$51.70	\$775.50	15.00	\$775.50	0.00	\$0.00

TOTALS - CHANGE ORDER NO. 2				\$10,085.50		\$7,567.00		-\$2,518.50
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CHANGE ORDER NO. 3

CO3-1	CONTRACTOR CREW TIME	HR	9.0	\$900.00	\$8,100.00	9.00	\$8,100.00	0.00	\$0.00
CO3-2	SERVICE PIPE MATERIALS	LS	1.0	\$391.15	\$391.15	1.00	\$391.15	0.00	\$0.00
CO3-3	HYDRANT EXTENSION	EA	1.0	\$524.92	\$524.92	1.00	\$524.92	0.00	\$0.00

TOTALS - CHANGE ORDER NO. 3				\$9,016.07		\$9,016.07		\$0.00
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CHANGE ORDER NO. 4

CO4-1	24" RC PIPE	LF	112.0	\$43.35	\$4,855.20	112.00	\$4,855.20	0.00	\$0.00
CO4-2	24" RC PIPE APRON W/ TRASH GUARD	EA	1.0	\$1,740.05	\$1,740.05	1.0	\$1,740.05	0.00	\$0.00
CO4-3	REMOVE 21" RC PIPE SEWER, DES, 3006 CL III	LF	-61.0	\$37.85	-\$2,308.85	0.0	\$0.00	61.00	\$2,308.85
CO4-4	REMOVE 21" RC PIPE APRON W/TRASH GUARD	EA	-1.0	\$1,470.00	-\$1,470.00	0.0	\$0.00	1.00	\$1,470.00
CO4-5	DISPOSE OF CONCRETE PILLAR MONUMENT	EA	1.0	\$450.00	\$450.00	1.0	\$450.00	0.00	\$0.00
CO4-6	ADD BARREL SECTION TO SANITARY SEWER MANHOLE	LS	1.0	\$2,120.00	\$2,120.00	1.0	\$2,120.00	0.00	\$0.00

TOTALS - CHANGE ORDER NO. 4				\$5,386.40		\$9,165.25		\$3,778.85
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CHANGE ORDER NO. 5

CO5-1	REMOVE AND REPLACE CROSSWALK	SF	90.0	\$33.00	\$2,970.00	90	\$2,970.00	0.0	\$0.00
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TOTALS - CHANGE ORDER NO. 5				\$2,970.00		\$2,970.00		\$0.00
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TOTALS - REVISED CONTRACT				\$1,586,910.42		\$1,598,358.67		\$11,448.25
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STAFF REPORT

DATE: September 4, 2018

CONSENT

ITEM # 7

AGENDA ITEM: Old Village Phase 3: Street, Drainage and Utility Improvements – Accept Improvements and Approve Pay Request No. 8 (Final)

SUBMITTED BY: Chad Isakson, Project Engineer

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

ISSUE BEFORE COUNCIL: Should the City Council accept the Old Village Phase 3: Street, Drainage, and Utility Improvements and approve Pay Request No. 8 (Final) to Douglas-Kerr Underground, LLC?

BACKGROUND: Douglas-Kerr Underground, LLC was awarded a construction contract on May 16, 2017 to complete the Old Village Phase 3 Street, Drainage and Utility Improvements. The Project Engineer has prepared a Certificate of Completion indicating that all work is completed including all punch list items and is recommending acceptance of the improvements and release of final retainage. Project acceptance will initiate the one-year warranty period for the improvements. The one-year warranty will begin on September 4, 2018 and will extend through September 4, 2019.

PROPOSAL DETAILS/ANALYSIS: Douglas-Kerr Underground, LLC, has submitted Partial Pay Request No. 8 (Final) in the amount of \$112,222.22. The work has been reviewed by the Engineer and is fully completed in accordance with the Contract, Specifications, and Change Orders. The City Council is respectfully requested to consider accepting the improvements and approving Pay Request No. 8 (Final) for the Old Village Phase 3: Street, Drainage, and Utility Improvements.

FISCAL IMPACT: The final total construction cost for the project is \$1,598,358.67, which is 1.4% over the original contract award amount of \$1,576,039.15. The project remains within the total project budget approved by Council. A breakdown comparing the total project costs at time of award to final costs are outlined in the table below.

	Authorized Project	Final Project Costs
TOTAL PROJECT COSTS:	\$2,200,500	\$2,052,500
Breakdown:		
<i>Street, Sidewalk and Storm Sewer Improvements</i>	\$1,097,000	\$1,014,300
<i>Sanitary Sewer Improvements</i>	\$604,800	\$559,600
<i>Water System Improvements</i>	\$467,700	\$452,900
<i>Bituminous Trail</i>	\$31,000	\$25,700

RECOMMENDATION: Staff is recommending that the City Council consider, *as part of the Consent Agenda*, accepting the Old Village Phase 3: Street, Drainage and Utility Improvements and approving Pay Request No. 8 in the amount of \$112,222.22. If removed from the consent agenda, the recommended motion for the action is as follows:

“Move to accept the improvements and approve Pay Request No. 8 to Douglas-Kerr Underground, LLC in the amount of \$112,222.22 for the Old Village Phase 3: Street, Drainage and Utility Improvements project”.

ATTACHMENTS:

1. Partial Pay Estimate No. 8 (Final).
2. Certificate of Completion.

PROJECT PAY FORM

PARTIAL PAY ESTIMATE NO. <u>8 (Final)</u>				<div style="font-size: 24px; font-weight: bold; margin: 0;">FOCUS</div> <div style="font-weight: bold; margin: 0;">ENGINEERING, inc.</div>	
OLD VILLAGE PHASE 3 IMPROVEMENTS PROJECT NO. 2016.133				PERIOD OF ESTIMATE FROM <u>6/9/2018</u> TO <u>8/22/2018</u>	
PROJECT OWNER: CITY OF LAKE ELMO 3880 LAVERNE AVENUE NORTH LAKE ELMO, MN 55042 ATTN: JACK GRIFFIN, CITY ENGINEER				CONTRACTOR: DOUGLAS-KERR UNDERGROUND, LLC 2142 330TH AVE MORA, MN 55051 ATTN: DENNY DOUGLAS	
CONTRACT CHANGE ORDER SUMMARY				PAY ESTIMATE SUMMARY	
No.	Approval Date	Amount			
		Additions	Deductions		
1	7/5/2017		\$16,586.70	1. Original Contract Amount	\$1,576,039.15
2	9/5/2017	\$10,085.50		2. Net Change Order Sum	\$22,319.52
3	10/17/2017	\$9,016.07		3. Revised Contract (1+2)	\$1,598,358.67
4	2/7/2018	\$5,386.40		4. *Work Completed	\$1,598,358.67
5	9/4/2018	\$2,970.00		5. *Stored Materials	\$0.00
6	9/4/2018	\$11,448.25		6. Subtotal (4+5)	\$1,598,358.67
TOTALS		\$38,906.22	\$16,586.70	7. Retainage* 0.0%	\$0.00
NET CHANGE		\$22,319.52		8. Previous Payments	\$1,486,136.45
				9. Amount Due (6-7-8)	\$112,222.22
				*Detailed Breakdown Attached	
CONTRACT TIME					
START DATE: <u>5/16/2017</u>		ORIGINAL DAYS <u>410</u>		ON SCHEDULE	
SUBSTANTIAL COMPLETION: <u>10/20/2017</u>		REVISED DAYS <u>0</u>		YES <input checked="" type="checkbox"/>	
FINAL COMPLETION: <u>6/30/2018</u>		REMAINING <u>-53</u>		NO <input type="checkbox"/>	
ENGINEER'S CERTIFICATION: The undersigned certifies that the work has been reviewed and to the best of their knowledge and belief, the quantities shown in this estimate are correct and the work has been performed in accordance with the contract documents.				FOCUS ENGINEERING, Inc. _____ ENGINEER <u>8/27/2018</u> _____ DATE	
CONTRACTOR'S CERTIFICATION: The undersigned Contractor certifies that to the best of their knowledge, information and belief the work covered by this payment estimate has been completed in accordance with the contract documents, that all amounts have been paid by the contractor for work for which previous payment estimates was issued and payments received from the owner, and that current payment shown herein is now due.				CONTRACTOR _____ BY _____ DATE	
APPROVED BY OWNER: CITY OF LAKE ELMO, MINNESOTA					
_____ BY			_____ BY		
_____ DATE			_____ DATE		

PARTIAL PAY ESTIMATE NO. 8 (Final)

OLD VILLAGE PHASE 3 IMPROVEMENTS
CITY OF LAKE ELMO, MINNESOTA
PROJECT NO. 2016.133

FOCUS ENGINEERING, inc.

ITEM	DESCRIPTION OF PAY ITEM	UNIT	CONTRACT			THIS PERIOD		TOTAL TO DATE	
			QUANTITY	UNIT PRICE	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT
DIVISION 1									
1	Mobilization	LS	1	\$58,045.95	\$58,045.95	0.25	\$14,511.49	1.00	\$58,045.95
2	Clearing & Grubbing	ACRE	1.15	\$6,000.00	\$6,900.00	0.00	\$0.00	1.20	\$7,200.00
3	Clearing & Grubbing	TREE	42	\$200.00	\$8,400.00	0.00	\$0.00	43.00	\$8,600.00
4	Remove Water Main Pipe	LF	2884	\$1.20	\$3,460.80	0.00	\$0.00	2,780.00	\$3,336.00
5	Remove Sewer Pipe (Storm)	LF	144	\$11.45	\$1,648.80	0.00	\$0.00	101.00	\$1,156.45
6	Remove Concrete Curb & Gutter	LF	440	\$3.00	\$1,320.00	0.00	\$0.00	378.00	\$1,134.00
7	Remove Backstop Fence	EACH	1	\$450.00	\$450.00	0.00	\$0.00	1.00	\$450.00
8	Pulverize Bituminous Pavement (P)	SY	10246	\$1.10	\$11,270.60	0.00	\$0.00	10,246.00	\$11,270.60
9	Remove Bituminous Driveway & Parking Lot Pavement	SY	765	\$3.75	\$2,868.75	22.20	\$83.25	767.00	\$2,876.25
10	Remove Concrete Driveway Pavement	SY	300	\$6.25	\$1,875.00	-0.44	-\$2.75	491.00	\$3,068.75
11	Remove Catch Basin or Manhole (Storm)	EACH	3	\$260.00	\$780.00	0.00	\$0.00	3.00	\$780.00
12	Remove Gate Valve & Box	EACH	14	\$90.00	\$1,260.00	0.00	\$0.00	7.00	\$630.00
13	Remove Hydrant	EACH	6	\$450.00	\$2,700.00	0.00	\$0.00	6.00	\$2,700.00
14	Sawing Concrete Pavement (Full Depth)	LF	240	\$3.50	\$840.00	0.00	\$0.00	157.50	\$551.25
15	Sawing Bit Pavement (Full Depth)	LF	610	\$2.75	\$1,677.50	0.00	\$0.00	470.00	\$1,292.50
16	Salvage and Install Fence	LF	200	\$27.00	\$5,400.00	0.00	\$0.00	165.00	\$4,455.00
17	Salvage Retaining Wall	LF	100	\$24.00	\$2,400.00	0.00	\$0.00	90.00	\$2,160.00
18	Salvage Sign (Type C or Street Name Sign)	EACH	8	\$35.00	\$280.00	0.00	\$0.00	8.00	\$280.00
19	Salvage & Install Sign Type C	EACH	5	\$160.00	\$800.00	0.00	\$0.00	5.00	\$800.00
20	Salvage & Install Mailbox Assembly	EACH	26	\$90.00	\$2,340.00	0.50	\$45.00	28.00	\$2,520.00
21	Salvage & Install Pavers (Incl. Flagstone Steps & Wall)	SF	200	\$23.00	\$4,600.00	0.00	\$0.00	132.00	\$3,036.00
22	Common Excavation (P)	CY	12605	\$10.85	\$136,764.25	0.00	\$0.00	12,605.00	\$136,764.25
23	Infiltration Basin Excavation (EV)	CY	467	\$32.50	\$15,177.50	0.00	\$0.00	0.00	\$0.00
24	Subgrade Correction (EV)(Includes Select Granular Borrow - Mod 5%)	CY	400	\$29.85	\$11,940.00	0.40	\$11.94	78.00	\$2,328.30
25	Select Granular Borrow - Mod. 5% (CV)(P)	CY	7764	\$19.00	\$147,516.00	0.00	\$0.00	7,764.00	\$147,516.00
26	Geotextile Fabric, Type V	SY	1000	\$1.50	\$1,500.00	0.00	\$0.00	4,791.30	\$7,186.95
27	Agg. Base, Cl. 6 (CV) (P)	CY	2288	\$31.95	\$73,101.60	0.00	\$0.00	2,342.00	\$74,826.90
28	Street Sweeping	HOURL	40	\$150.00	\$6,000.00	0.00	\$0.00	58.75	\$8,812.50
29	Bit. Material for Tack Coat	GAL	501	\$1.40	\$701.40	0.00	\$0.00	460.00	\$644.00
30	Type SP 9.5 Wearing Course Mix (2,C) (Parking Lots, Driveways & Bike Trail:	TON	230	\$101.00	\$23,230.00	16.52	\$1,668.52	269.78	\$27,247.78
31	Type SP 9.5 Wearing Course Mix (3,B)	TON	590	\$54.50	\$32,155.00	0.00	\$0.00	610.87	\$33,292.42
32	Type SP 9.5 Wearing Course Mix (3,C)	TON	315	\$63.00	\$19,845.00	0.00	\$0.00	333.90	\$21,035.70
33	Type SP 12.5 Wearing Course Mix (3,B)	TON	790	\$48.75	\$38,512.50	0.00	\$0.00	789.11	\$38,469.11
34	Type SP 12.5 Wearing Course Mix (3,C)	TON	420	\$56.25	\$23,625.00	0.00	\$0.00	420.85	\$23,672.81
35	Bituminous Wedge Paving	TON	170	\$0.01	\$1.70	0.00	\$0.00	203.91	\$2.04
36	Saw & Seal Joint (40' Intervals)	LF	1400	\$3.25	\$4,550.00	1,726.00	\$5,609.50	1,726.00	\$5,609.50
37	Pipe Foundation Rock	LF	1600	\$0.01	\$16.00	0.00	\$0.00	0.00	\$0.00
38	15" RC Pipe Apron w/Trash Guard	EACH	1	\$1,024.05	\$1,024.05	0.00	\$0.00	1.00	\$1,024.05
39	18" RC Pipe Apron w/Trash Guard	EACH	1	\$1,095.10	\$1,095.10	0.00	\$0.00	0.00	\$0.00
40	21" RC Pipe Apron w/Trash Guard	EACH	2	\$1,470.00	\$2,940.00	0.00	\$0.00	0.00	\$0.00
41	36" Span RC Pipe-Arch Apron w/Trash Guard	EACH	2	\$2,466.45	\$4,932.90	0.00	\$0.00	2.00	\$4,932.90
42	Infiltration Basin Underdrain System	LF	410	\$0.01	\$4.10	0.00	\$0.00	0.00	\$0.00
43	4" PVC Perf. Edge Drain w/ Backfill & Wrap	LF	1300	\$10.50	\$13,650.00	0.00	\$0.00	1,100.00	\$11,550.00
44	Draintile Cleanout	EACH	20	\$175.00	\$3,500.00	0.00	\$0.00	0.00	\$0.00
45	8" PVC Pipe Sewer (SDR 26)	LF	3236	\$35.10	\$113,583.60	0.00	\$0.00	3,236.00	\$113,583.60
46	12" RC Pipe Sewer, Des 3006 CL V	LF	125	\$36.55	\$4,568.75	0.00	\$0.00	125.00	\$4,568.75
47	15" RC Pipe Sewer, Des 3006 CL V	LF	741	\$32.60	\$24,156.60	0.00	\$0.00	678.00	\$22,102.80
48	18" RC Pipe Sewer, Des 3006 CL V	LF	350	\$30.35	\$10,622.50	0.00	\$0.00	282.00	\$8,558.70
49	21" RC Pipe Sewer, Des 3006 CL III	LF	178	\$37.85	\$6,737.30	0.00	\$0.00	117.00	\$4,428.45
50	36" Span RC Pipe-Arch Sewer CL IIA	LF	101	\$100.90	\$10,190.90	0.00	\$0.00	109.00	\$10,998.10
51	Connect to Existing Sanitary Sewer	EACH	2	\$2,939.55	\$5,879.10	0.00	\$0.00	2.00	\$5,879.10
52	Construct Drainage Structure 2'x3' (w/ Casting)	EACH	7	\$1,580.75	\$11,065.25	0.00	\$0.00	6.00	\$9,484.50
53	Construct Drainage Structure Des. CC - 48" (w/ Casting)	EACH	8	\$2,432.30	\$19,458.40	0.00	\$0.00	10.00	\$24,323.00
54	Construct Drainage Structure Des. CC - 60" (w/ Casting)	EACH	2	\$3,484.05	\$6,968.10	0.00	\$0.00	1.00	\$3,484.05
55	Construct Drainage Structure Des. CC - 72" (w/ Casting)	EACH	1	\$3,940.80	\$3,940.80	0.00	\$0.00	0.00	\$0.00
56	Construct Drainage Structure Des. CC - 84" (w/ Casting)	EACH	1	\$4,945.05	\$4,945.05	0.00	\$0.00	1.00	\$4,945.05
57	8"x4" PVC Wye, SDR 26	EACH	21	\$500.75	\$10,515.75	0.00	\$0.00	21.00	\$10,515.75
58	8"x6" PVC Wye, SDR 26	EACH	9	\$1,004.55	\$9,040.95	0.00	\$0.00	6.00	\$6,027.30
59	6" Clean-Out Assembly (SCH 40)	EACH	4	\$324.60	\$1,298.40	0.00	\$0.00	0.00	\$0.00
60	2" Pressure Cleanout & CurbstopAssembly	EACH	1	\$986.40	\$986.40	0.00	\$0.00	1.00	\$986.40
61	2"x1-1/4" Fused Tee	EACH	4	\$254.20	\$1,016.80	0.00	\$0.00	4.00	\$1,016.80
62	1-1/4" Curb Stop & Box	EACH	5	\$429.50	\$2,147.50	0.00	\$0.00	5.00	\$2,147.50
63	4" PVC Sanitary Service Pipe - Sch40	LF	815	\$11.05	\$9,005.75	0.00	\$0.00	869.00	\$9,602.45
64	6" PVC Sanitary Service Pipe - Sch40	LF	760	\$20.45	\$15,542.00	0.00	\$0.00	340.00	\$6,953.00
65	1-1/4" HDPE Service Pipe	LF	250	\$9.70	\$2,425.00	0.00	\$0.00	254.00	\$2,463.80
66	2" HDPE Pressure Pipe	LF	290	\$14.15	\$4,103.50	0.00	\$0.00	470.00	\$6,650.50
67	Tracer Wire Box - (at property line)	EACH	36	\$167.60	\$6,033.60	36.00	\$6,033.60	36.00	\$6,033.60
68	Sanitary Sewer Manhole (10' Deep)	EACH	14	\$3,175.50	\$44,457.00	0.00	\$0.00	15.00	\$47,632.50
69	Sanitary Sewer Manhole Extra Depth	LF	48	\$137.15	\$6,583.20	0.00	\$0.00	49.18	\$6,745.04
70	Sewer Televising	LF	3236	\$1.25	\$4,045.00	0.00	\$0.00	3,236.00	\$4,045.00
71	2" Rigid Insulation	SY	120	\$14.30	\$1,716.00	-0.09	-\$1.29	147.00	\$2,102.10
72	Temporary Water Service	LS	1	\$25,028.00	\$25,028.00	0.00	\$0.00	1.00	\$25,028.00
73	1" Corporation Stop	EACH	27	\$279.20	\$7,538.40	0.00	\$0.00	27.00	\$7,538.40
74	2" Corporation Stop	EACH	3	\$726.45	\$2,179.35	0.00	\$0.00	2.00	\$1,452.90
75	1" Curb Stop & Box	EACH	27	\$362.85	\$9,796.95	0.00	\$0.00	27.00	\$9,796.95
76	2" Curb Stop & Box	EACH	3	\$839.00	\$2,517.00	0.00	\$0.00	3.00	\$2,517.00
77	8" x 1-1/4" Saddle Tap	EACH	1	\$390.95	\$390.95	0.00	\$0.00	1.00	\$390.95
78	Connect to Existing Water Main	EACH	3	\$1,025.40	\$3,076.20	0.00	\$0.00	3.00	\$3,076.20

ITEM	DESCRIPTION OF PAY ITEM	UNIT	CONTRACT			THIS PERIOD		TOTAL TO DATE	
			QUANTITY	UNIT PRICE	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT
79	Connect to Existing Water Service	EACH	34	\$382.35	\$12,999.90	0.00	\$0.00	32.00	\$12,235.20
80	Hydrant	EACH	8	\$4,199.10	\$33,592.80	0.00	\$0.00	11.00	\$46,190.10
81	6" Gate Valve & Box	EACH	14	\$1,586.10	\$22,205.40	0.00	\$0.00	15.00	\$23,791.50
82	8" Gate Valve & Box	EACH	8	\$2,036.45	\$16,291.60	0.00	\$0.00	8.00	\$16,291.60
83	16" Butterfly Valve & Box	EACH	4	\$3,023.65	\$12,094.60	0.00	\$0.00	4.00	\$12,094.60
84	1" Type K Copper Pipe	LF	1095	\$9.20	\$10,074.00	0.00	\$0.00	1,181.00	\$10,865.20
85	2" Type K Copper Pipe	LF	90	\$22.95	\$2,065.50	0.00	\$0.00	60.00	\$1,377.00
86	6" Water Main DIP - CL 52 (Poly Encased)	LF	394	\$24.45	\$9,633.30	0.00	\$0.00	267.00	\$6,528.15
87	8" Water Main DIP - CL 52 (Poly Encased)	LF	2424	\$32.30	\$78,295.20	0.00	\$0.00	2,441.00	\$78,844.30
88	16" Water Main DIP - CL 52 (Poly Encased)	LF	892	\$60.95	\$54,367.40	0.00	\$0.00	892.00	\$54,367.40
89	Water Main Fittings	LB	3606	\$3.25	\$11,719.50	0.00	\$0.00	3,726.00	\$12,109.50
90	Random Rip-Rap, Class III (includes Geotextile Fabric)	CY	40	\$115.00	\$4,600.00	0.00	\$0.00	33.00	\$3,795.00
91	5" Concrete Walk	SF	5100	\$4.90	\$24,990.00	0.00	\$0.00	5,083.00	\$24,906.70
92	6" Concrete Walk - Pedestrian Ramp	SF	480	\$6.10	\$2,928.00	0.10	\$0.61	710.00	\$4,331.00
93	B612 Concrete Curb & Gutter	LF	365	\$19.00	\$6,935.00	0.50	\$9.50	166.00	\$3,154.00
94	B618 Concrete Curb & Gutter	LF	5525	\$12.25	\$67,681.25	0.00	\$0.00	5,518.00	\$67,595.50
95	6" Concrete Driveway Pavement	SY	300	\$47.75	\$14,325.00	-0.30	-\$14.33	423.00	\$20,198.25
96	8" Concrete Driveway Pavement	SY	125	\$55.75	\$6,968.75	0.20	\$11.15	119.00	\$6,634.25
97	Truncated Domes	SF	72	\$30.00	\$2,160.00	0.00	\$0.00	92.50	\$2,775.00
98	Traffic Control	LS	1	\$2,300.00	\$2,300.00	0.25	\$575.00	1.00	\$2,300.00
99	Sign Panels, Type C	SF	21	\$43.50	\$913.50	0.00	\$0.00	21.00	\$913.50
100	Sign, Type Special (Street Name)	EACH	3	\$495.00	\$1,485.00	2.00	\$990.00	3.00	\$1,485.00
101	Silt Fence, Preamsembled	LF	2400	\$1.25	\$3,000.00	0.00	\$0.00	715.00	\$893.75
102	Storm Drain Inlet Protection	EACH	23	\$125.00	\$2,875.00	0.00	\$0.00	30.00	\$3,750.00
103	Filter Topsoil Borrow (Pulverized) (LV)	CY	125	\$39.50	\$4,937.50	0.00	\$0.00	0.00	\$0.00
104	Common Topsoil Borrow (Pulverized) (LV)	CY	1500	\$24.75	\$37,125.00	28.77	\$712.06	949.00	\$23,487.75
105	Sodding, Type Mineral	SY	6300	\$5.25	\$33,075.00	0.00	\$0.00	11,095.00	\$58,248.75
106	Seeding (Seed Mixture Type 25-131)	ACRE	2	\$1,108.00	\$2,216.00	0.00	\$0.00	0.00	\$0.00
107	Seeding (Seed Mixture Type Basin)	ACRE	0.2	\$777.00	\$155.40	0.00	\$0.00	0.00	\$0.00
108	Erosion Control Blanket Category 3N	SY	2400	\$1.35	\$3,240.00	75.00	\$101.25	2,875.00	\$3,881.25
109	Sediment Control Log	LF	800	\$2.10	\$1,680.00	0.00	\$0.00	160.00	\$336.00
110	6' Wide Agg. Lime Walking Trail	LF	700	\$15.50	\$10,850.00	0.00	\$0.00	630.00	\$9,765.00
111	Temporary Rock Construction Entrance	EACH	4	\$1,400.00	\$5,600.00	0.00	\$0.00	0.00	\$0.00
SUBTOTAL - DIVISION 1					\$1,576,039.15		\$30,344.50		\$1,549,481.45

TOTALS - BASE CONTRACT	\$1,576,039.15	\$30,344.50	\$1,549,481.45
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CHANGE ORDER NO. 1

CO1-1	REMOVE INFILTRATION BASIN EXCAVATION (EV)	CY	-467.0	\$32.50	-\$15,177.50	0.00	\$0.00	0.0	\$0.00
CO1-2	REMOVE 15" RC PIPE APRON W/TRASH GUARD	EACH	-1.0	\$1,024.05	-\$1,024.05	0.00	\$0.00	0.0	\$0.00
CO1-3	REMOVE 21" RC PIPE APRON W/TRASH GUARD	EACH	-1.0	\$1,470.00	-\$1,470.00	0.00	\$0.00	0.0	\$0.00
CO1-4	REMOVE INFILTRATION BASIN UNDERDRAIN SYSTEM	LF	-410.0	\$0.01	-\$4.10	0.00	\$0.00	0.0	\$0.00
CO1-5	REMOVE FILTER TOPSOIL BORROW (PULVERIZED) (LV)	CY	-125.0	\$39.50	-\$4,937.50	0.00	\$0.00	0.0	\$0.00
CO1-6	8" C900 PIPE SEWER	LF	230.0	\$68.90	\$15,847.00	0.00	\$0.00	236.0	\$16,260.40
CO1-7	8"x6" C900 WYE	EACH	3.0	\$1,299.50	\$3,898.50	0.00	\$0.00	3.0	\$3,898.50
CO1-8	REMOVE 8"x6" PVC WYE, SDR 26	EACH	-3.0	\$1,004.55	-\$3,013.65	0.00	\$0.00	0.0	\$0.00
CO1-9	REMOVE 6" CLEAN-OUT ASSEMBLY (SCH 40)	EACH	-4.0	\$324.60	-\$1,298.40	0.00	\$0.00	0.0	\$0.00
CO1-10	REMOVE 6" PVC SANITARY SERVICE PIPE - SCH 40	LF	-460.0	\$20.45	-\$9,407.00	0.00	\$0.00	0.0	\$0.00
TOTALS - CHANGE ORDER NO. 1					-\$16,586.70		\$0.00		\$20,158.90

CHANGE ORDER NO. 2

CO2-1	BONDED FIBER MATRIX MULCH	AC	2.0	\$3,450.00	\$6,900.00	0.20	\$690.00	1.27	\$4,381.50
CO2-2	REMOVE SHED	LS	1.0	\$650.00	\$650.00	0.00	\$0.00	1.0	\$650.00
CO2-3	MULCH	CY	20.0	\$88.00	\$1,760.00	0.00	\$0.00	20.0	\$1,760.00
CO2-4	BLACK VINYL COATED FENCE	LF	15.0	\$51.70	\$775.50	0.00	\$0.00	15.0	\$775.50
TOTALS - CHANGE ORDER NO. 2					\$10,085.50		\$690.00		\$7,567.00

CHANGE ORDER NO. 3

CO3-1	CONTRACTOR CREW TIME	HR	9.0	\$900.00	\$8,100.00	0.00	\$0.00	9.00	\$8,100.00
CO3-2	SERVICE PIPE MATERIALS	LS	1.0	\$391.15	\$391.15	0.00	\$0.00	1.0	\$391.15
CO3-3	HYDRANT EXTENSION	EA	1.0	\$524.92	\$524.92	0.00	\$0.00	1.0	\$524.92
TOTALS - CHANGE ORDER NO. 3					\$9,016.07		\$0.00		\$9,016.07

CHANGE ORDER NO. 4

CO4-1	24" RC PIPE	LF	112.0	\$43.35	\$4,855.20	0.00	\$0.00	112.00	\$4,855.20
CO4-2	24" RC PIPE APRON W/ TRASH GUARD	EA	1.0	\$1,740.05	\$1,740.05	0.00	\$0.00	1.0	\$1,740.05
CO4-3	REMOVE 21" RC PIPE SEWER, DES, 3006 CL III	LF	-61.0	\$37.85	-\$2,308.85	0.00	\$0.00	0.0	\$0.00
CO4-4	REMOVE 21" RC PIPE APRON W/TRASH GUARD	EA	-1.0	\$1,470.00	-\$1,470.00	0.00	\$0.00	0.0	\$0.00
CO4-5	DISPOSE OF CONCRETE PILLAR MONUMENT	EA	1.0	\$450.00	\$450.00	0.00	\$0.00	1.0	\$450.00
CO4-6	ADD BARREL SECTION TO SANITARY SEWER MANHOLE	LS	1.0	\$2,120.00	\$2,120.00	0.00	\$0.00	1.0	\$2,120.00
TOTALS - CHANGE ORDER NO. 4					\$5,386.40		\$0.00		\$9,165.25

CHANGE ORDER NO. 5

CO5-1	REMOVE AND REPLACE CROSSWALK	SF	90.0	\$33.00	\$2,970.00	90.00	\$2,970.00	90.00	\$2,970.00
TOTALS - CHANGE ORDER NO. 5					\$2,970.00		\$2,970.00		\$2,970.00

COMPENSATING CHANGE ORDER NO. 6

CO6-1	COMPENSATING CHANGE ORDER	LS	1.0	\$11,448.25	\$11,448.25	0.00	\$0.00	0.00	\$0.00
TOTALS - COMPENSATING CHANGE ORDER NO. 6					\$11,448.25		\$0.00		\$0.00

TOTALS - REVISED CONTRACT	\$1,598,358.67	\$34,004.50	\$1,598,358.67
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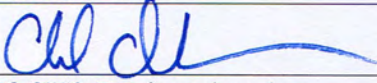
CERTIFICATE OF COMPLETION

DATE OF ISSUANCE: September 4, 2018

OWNER:	<u>CITY OF LAKE ELMO, MN</u>
CONTRACTOR:	<u>DOUGLAS-KERR UNDERGROUND, LLC</u>
PROJECT NAME:	<u>OLD VILLAGE PHASE 3: STREET, DRAINAGE, AND UTILITY IMPROVEMENTS</u>
PROJECT NO.:	<u>2016.133</u>

- ☒ This Certification of Completion applies to all work under the Contract Documents
☐ This Certification of Completion applies to the following specified parts of the Contract Documents

I do hereby certify that the work to which this Certificate applies has been constructed in accordance with the Contract dated May 16, 2017. The above-mentioned improvement is hereby declared to be complete and acceptance of this work is recommended.

DATE OF COMPLETION: September 4, 2018Chad Isakson Reg. No. 49028
FOCUS Engineering, inc.

THE WARRANTY PERIOD BEGINS September 4, 2018 AND ENDS September 4, 2019



STAFF REPORT

DATE: September 4, 2018

CONSENT

ITEM #: 8

AGENDA ITEM: Old Village Phase 3 Street and Utility Improvements – Resolution Declaring Costs to be Assessed, Ordering Preparation of Proposed Assessments, and Calling for Hearing on Proposed Assessment

SUBMITTED BY: Jack Griffin, City Engineer
REVIEWED BY: Kristina Handt, City Administrator
Sue Iverson, Finance Director
Sarah Sonsalla, City Attorney
Chad Isakson, Project Engineer

ISSUE BEFORE COUNCIL: Should the City Council call a final assessment hearing for the Old Village Phase 3 Street and Utility Improvements project to be held on October 2, 2018?

BACKGROUND: The City of Lake Elmo is extending sanitary sewer to serve the existing properties in the Old Village area to replace the use of private on-site sewage treatment systems. The projects also include regional drainage improvements to address historic flooding issues in the Downtown area, the replacement of aged watermain pipes and reconstructing the public streets that are disturbed during the work. The Improvements are being constructed in phases and through separate projects. Phase 1 was constructed in 2015, Phase 2 was constructed in 2016. The Old Village Phase 3 Street and Utility Improvements project was constructed in 2017 and 2018 and the work is now complete.

PROPOSAL DETAILS/ANALYSIS: Pursuant to Minnesota Statutes, Section 429 the Council must declare the amount to be assessed against the benefitting properties and Call the Hearing on the Proposed Assessment for these improvements. The Assessment Hearing is proposed for October 2, 2018. The Final Assessment Roll must be certified to the County Auditor by November 30, 2018.

The total project cost, at completion, is \$2,052,500; down from the feasibility report cost of \$2,498,100. The tables below summarize the preliminary unit assessments from the feasibility report and the proposed final unit assessments based on final project costs and the Adopted Feasibility Report recommendations. The attached final assessment roll details the proposed assessment for each parcel.

For the Laverne Avenue commercial area, the final street and drainage unit assessment has been calculated using 100% of the total Street and Drainage Improvement project costs, assessed per lineal front foot. However, this portion of the project cost exceeded the feasibility report estimate and the unit assessment is not allowed to be increased. Therefore, the feasibility report unit assessment for the commercial properties was held at the preliminary assessment amount of \$205 / linear foot or 93% of the total project costs.

Laverne Avenue Area, North of CSAH14	Feasibility Report Assessment Rate	Final Assessment Rate	Difference
Street and Storm Sewer Improvements	\$205 / Linear Foot	\$205 / Linear Foot	\$0
Sanitary Sewer Improvements	\$11,300 / SAC	\$11,300 / SAC	\$0
Watermain Assessment Rate	\$0	\$34,837*	\$34,837

**The owner of 3825 Lake Elmo Avenue North requested water service be extended to their property and signed a waiver of assessment to complete the work.*

For the 31st Street neighborhood, the street and drainage improvements were assessed at 30% of the total project costs, assessed per unit (or residential household). In accordance with the City assessment policy, one property is being assessed 50% of the unit assessment because they have a driveway access to two different streets and will be assessed for improvements to each street project.

31st Street Neighborhood	Feasibility Report Assessment Rate	Final Assessment Rate	Difference
Street and Storm Sewer Improvements	\$8,700	\$6,900	(\$1,800)
Sanitary Sewer Improvements	\$11,300 / SAC	\$11,300 / SAC	\$0

FISCAL IMPACT: The total project cost is \$2,052,500 with the City cost share at \$890,838, including \$447,075 for the street and drainage improvements and \$418,063 for watermain improvements. The remaining costs are proposed to be assessed against the benefitting properties consistent with the City's Special Assessment Policy including proposed assessments in the amount of \$567,225 for the street and drainage improvements, \$983,100 for the sanitary sewer improvements, and \$34,837 for watermain improvements. The remainder of watermain improvements will be funded through the water enterprise fund and the trail improvements will be funded through the park funds.

RECOMMENDATION: Staff is recommending that the City Council approve, *as part of the Consent Agenda*, a Resolution declaring the costs to be assessed; ordering the preparation of the proposed assessments and Calling for the Hearing on the proposed Assessments for October 2, 2018 at or around 7:00 pm. If removed from the consent agenda, the recommended motion for the action is as follows:

“Move to approve Resolution No. 2018-103; A Resolution Declaring Costs to be Assessed, Ordering Preparation of Proposed Assessment, and Calling for the Hearing on the Proposed Assessment for the Old Village Phase 3 Street and Utility Improvements.”

ATTACHMENTS:

1. Resolution Declaring Cost to be Assessed, Ordering Preparation of Proposed Assessment, and Calling for Hearing on Proposed Assessment.
2. Notice of Hearing on Proposed Assessment.
3. Final Assessment Roll.

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

RESOLUTION NO. 2018-103

**A RESOLUTION DECLARING COST TO BE ASSESSED AND CALLING
HEARING ON PROPOSED ASSESSMENT FOR OLD VILLAGE PHASE 3
STREET AND UTILITY IMPROVEMENTS**

WHEREAS, estimated project costs have been calculated for the Old Village Phase 3 Street and Utility Improvements; and

WHEREAS, the estimated total cost of the improvements is \$2,052,500.

WHEREAS, the City Clerk and City Engineer have prepared the proposed assessment roll and will maintain said assessment roll on file in the City offices for public inspection.

NOW, THEREFORE, BE IT RESOLVED,

1. The portion of the cost of such street, drainage, and sidewalk improvements to be paid by the City is hereby declared to be \$447,075, and the portion of the cost to be assessed against benefited property owners is declared to be \$567,225.
2. The portion of the cost of such sanitary sewer improvements to be paid by the City is hereby declared to be \$0, and the portion of the cost to be assessed against benefited property owners is declared to be \$983,100.
3. The portion of the cost of such watermain improvements to be paid by the City is hereby declared to be \$418,063, and the portion of the cost to be assessed against benefited property owners is declared to be \$34,837.
4. The City Clerk, with the assistance of the City Engineer, has calculated the proper amount to be specially assessed for such improvements against every assessable lot, piece or parcel of land to be benefited by the improvements, and the Clerk has filed a copy of such proposed assessment in the City offices for public inspection.
5. Assessments 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 3.26 percent per annum from the date of the adoption of the assessment resolution.
6. A public hearing shall be held on the 2nd day of October, 2018, in the Council Chambers of the City Hall at or approximately after 7:00 P.M. to pass upon such proposed assessment. All persons owning property affected by such improvement will be given an opportunity to be heard with reference to such assessment.
7. The City Clerk is hereby directed to cause a notice of the hearing on the proposed assessment to be published once in the official newspaper at least two weeks prior to the

hearing, and she shall state in the notice the total cost of the improvement. She shall also cause mailed notice to be given to the owner of each parcel described in the assessment roll not less than two weeks prior to the hearings.

8. The owner of any property so assessed may, at any time prior to certification of the assessment to the county auditor, pay the entire assessment on such property, with interest accrued to the date of payment, to the City Clerk. No interest shall be charged if the entire assessment is paid to the City Clerk within 30 days from the adoption of this assessment. A property owner 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 succeeding year.

ADOPTED BY THE LAKE ELMO CITY COUNCIL ON THE FOURTH DAY OF SEPTEMBER, 2018.

CITY OF LAKE ELMO

(Seal)
ATTEST:

By: _____
Mike Pearson
Mayor

Julie Johnson
City Clerk

CITY OF LAKE ELMO
NOTICE OF HEARING ON PROPOSED ASSESSMENT
OLD VILLAGE PHASE 3 STREET AND UTILITY IMPROVEMENTS

Notice is hereby given that the City Council of Lake Elmo will meet in the Council Chambers of the City Hall at or approximately after 7:00 P.M. on Tuesday, October 2, 2018, to consider, and possibly adopt, the proposed assessment against abutting property for the Old Village Phase 3 Street and Utility Improvements. Adoption by the Council of the proposed assessment may occur at the hearing. The following describes the area proposed to be assessed:

- Street, drainage, and sidewalk improvements along Laverne Avenue, from 39th Street North to CSAH 14.
- Street and drainage improvements along 31st Street North, from CSAH 17 to the east end; Laverne Court North, from 31st Street North to south cul-de-sac; and Layton Court North, from 31st Street North to south cul-de-sac.
- Sanitary sewer improvements to the Lake Elmo Elementary School, City Hall and the Westbrook Building (3825 Lake Elmo Avenue) as well as extending sanitary sewer along Laverne Avenue, from 39th Street North to CSAH 14; 31st Street North, from CSAH 17 to the east end; Laverne Court North, from 31st Street North to south cul-de-sac; and Layton Court North, from 31st Street North to south cul-de-sac.
- Watermain improvements to the Westbrook Building (3825 Lake Elmo Avenue).

You may at any time prior to certification of the assessment to the county auditor on November 15, 2018, pay the entire assessment on such property to the City Clerk with interest accrued to the date of payment. No interest shall be charged if the entire assessment is paid to the City Clerk within 30 days from the adoption of this assessment. You 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 (date assessment certified to County Auditor) or interest will be charged through December 31 of the succeeding year. If you decide not to prepay the assessment before the date given above the rate of interest that will apply is 3.26 percent per year.

Once assessments are certified to the County, the assessments are payable in equal annual installments extending over a period of 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 will bear interest at the rate of 3.26 percent per annum from the date of adoption of the assessment resolution. To the first installment shall be added interest on the entire assessment from the date of the assessment resolution until December 31, 2018. To each subsequent installment when due shall be added interest for one year on all unpaid installments.

The proposed assessment roll is on file for public inspection at the City Clerk's office. The total amount of the proposed street improvement assessment is \$567,225. The total

amount of the proposed sanitary sewer improvement assessment is \$983,100. The total amount of the proposed watermain improvement assessment is \$34,837. The City contribution for the overall improvement project is \$890,838. Written or oral objections will be considered at the meeting. No appeal may be taken as to the amount of an assessment unless a written objection signed by the affected property owner is filed with the municipal clerk prior to the assessment hearing or presented to the presiding officer at the hearing. The Council may upon such notice consider any objection to the amount of a proposed individual assessment at an adjourned meeting upon such further notice to the affected property owners as it deems advisable.

An owner may appeal an assessment to district court pursuant to Minnesota Statutes, Section 429.081 by serving notice of the appeal upon the Mayor or Clerk within 30 days after the adoption of the assessment and filing such notice with the district court within ten days after service upon the Mayor or Clerk.

The City Council is authorized in its discretion to defer the payment of an assessment for any homestead property owned by a person for whom it would be a hardship to make payment if the owner is 65 years of age or older and/or the owner is a person retired by virtue of a permanent and total disability or by a person who is a member of the Minnesota National Guard or other military reserves who is ordered into active military service, as defined in section 190.05 subdivision 5b or 5c, as stated in the person's military orders, for whom it would be a hardship to make the payments. The owner must request a deferment of the assessment at or before the public hearing at which the assessment is adopted and make application on forms prescribed by the City Clerk within 30 days after the adoption.

Notwithstanding the standards and guidelines established by the City for determining a hardship, a deferment of an assessment may be obtained pursuant to Minnesota Statutes Section 435.193.

DATED: September 4, 2018

BY ORDER OF THE LAKE ELMO CITY COUNCIL

Mike Pearson, Mayor

(Published in the Oakdale-Lake Elmo Review on September 12, 2018)

OLD VILLAGE PHASE 3: STREET AND UTILITY IMPROVEMENTS
31ST STREET NEIGHBORHOOD
FINAL ASSESSMENT ROLL
STREET AND DRAINAGE AND SANITARY SEWER ASSESSMENT ROLL

NO.	NAME	ADDRESS	MAILING ADDRESS	PID	TOTAL ASSESSMENT AMOUNT	STREET & DRAINAGE ASSESSMENT AMOUNT	SANITARY SEWER ASSESSMENT AMOUNT	SAC
1	KELLY LISA M & JOHN W	11200 31ST ST N	11200 31ST ST N LAKE ELMO MN 55042	1302921330032	\$ 18,200.00	\$ 6,900.00	\$ 11,300.00	1
2	SACHS RICHARD J & DEBORAH J	11212 31ST ST N	11212 31ST ST N LAKE ELMO MN 55042	1302921330033	\$ 18,200.00	\$ 6,900.00	\$ 11,300.00	1
3	TERRELL SARA A	11230 31ST ST N	11230 31ST ST N LAKE ELMO MN 55042	1302921330034	\$ 18,200.00	\$ 6,900.00	\$ 11,300.00	1
4	COSTELLO PAUL T	11252 31ST ST N	11252 31ST ST N LAKE ELMO MN 55042	1302921340011	\$ 18,200.00	\$ 6,900.00	\$ 11,300.00	1
5	CRIEGO GAIL A	11272 31ST ST N	11272 31ST ST N LAKE ELMO MN 55042	1302921340012	\$ 18,200.00	\$ 6,900.00	\$ 11,300.00	1
6	KENT S TARBUTTON TRS	11292 31ST ST N	7656 BIRMINGHAM FOREST DR FRISCO TX 75034	1302921340013	\$ 18,200.00	\$ 6,900.00	\$ 11,300.00	1
7	BURNS AMY P	11306 31ST ST N	11306 31ST ST N LAKE ELMO MN 55042	1302921340014	\$ 18,200.00	\$ 6,900.00	\$ 11,300.00	1
8	WAGONER BRIAN K & ELIZABETH A FLAMO WAGONER	11334 31ST ST N	11334 31ST ST N LAKE ELMO MN 55042	1302921340015	\$ 18,200.00	\$ 6,900.00	\$ 11,300.00	1
9	DUPIUS LUC M & ROCHELLE M MCCUNE	3151 LAKE ELMO AVE N	PO BOX 34 LAKE ELMO MN 55042	1302921330009	\$ 3,450.00	\$ 3,450.00	\$ -	0
10	BLOOMQUIST ERIN C & LEE C	11225 31ST ST N	11225 31ST ST N LAKE ELMO MN 55042	1302921330035	\$ 18,200.00	\$ 6,900.00	\$ 11,300.00	1
11	PRITCHARD KENNETH L & AUDRA L	11269 31ST ST N	11269 31ST ST N LAKE ELMO MN 55042	1302921340017	\$ 18,200.00	\$ 6,900.00	\$ 11,300.00	1
12	SCORE BLAKE N & BRENDA K	11295 31ST ST N	11295 31ST ST N LAKE ELMO MN 55042	1302921340016	\$ 18,200.00	\$ 6,900.00	\$ 11,300.00	1
13	WILLIAM C HJELMGREN TRS	3153 LAYTON CT N	3153 LAYTON CT N LAKE ELMO MN 55042	1302921340020	\$ 18,200.00	\$ 6,900.00	\$ 11,300.00	1
14	KECK BRIAN W & SCHILTGEN MOLLY	3127 LAYTON CT N	3127 LAYTON CT N LAKE ELMO MN 55042	1302921340021	\$ 18,200.00	\$ 6,900.00	\$ 11,300.00	1
15	MENENDEZ ARMANDO & ELLA S	3105 LAYTON CT N	3105 LAYTON CT N LAKE ELMO MN 55042	1302921340022	\$ 18,200.00	\$ 6,900.00	\$ 11,300.00	1
16	MATTILA JOSHUA & JESSICA	3091 LAYTON CT N	3091 LAYTON CT N LAKE ELMO MN 55042	1302921340025	\$ 18,200.00	\$ 6,900.00	\$ 11,300.00	1
17	IRENE DAU TRS AGR	3081 LAYTON CT N	3081 LAYTON CT N LAKE ELMO MN 55042	1302921340030	\$ 18,200.00	\$ 6,900.00	\$ 11,300.00	1
18	KINDLER BRIAN T	3084 LAYTON CT N	3084 LAYTON CT N LAKE ELMO MN 55042	1302921340029	\$ 18,200.00	\$ 6,900.00	\$ 11,300.00	1
19	KOFOED DONALD E & CAROL A	3094 LAYTON CT N	3094 LAYTON CT N LAKE ELMO MN 55042	1302921340026	\$ 18,200.00	\$ 6,900.00	\$ 11,300.00	1
20	GLANZER RICHARD D & EILEEN S	3112 LAYTON CT N	3112 LAYTON CT N LAKE ELMO MN 55042	1302921340019	\$ 18,200.00	\$ 6,900.00	\$ 11,300.00	1
21	AUDREY L OLSEN TRS	3124 LAYTON CT N	3124 LAYTON CT N LAKE ELMO MN 55042	1302921340018	\$ 18,200.00	\$ 6,900.00	\$ 11,300.00	1
22	KNOLL CRAIG M & DIANE C	3127 LAVERNE CT N	3127 LAVERNE CT N LAKE ELMO MN 55042	1302921340023	\$ 18,200.00	\$ 6,900.00	\$ 11,300.00	1
23	MAGISTAD JOHN M & AMY T	3115 LAVERNE CT N	3115 LAVERNE CT N LAKE ELMO MN 55042	1302921340024	\$ 18,200.00	\$ 6,900.00	\$ 11,300.00	1
24	MADSEN STEPHEN & ANNE M SCHLOEGEL	3099 LAVERNE CT N	3099 LAVERNE CT N LAKE ELMO MN 55042	1302921340027	\$ 18,200.00	\$ 6,900.00	\$ 11,300.00	1
25	LUCILLE C ZIGNEGO TRS	3081 LAVERNE CT N	3081 LAVERNE CT N LAKE ELMO MN 55042	1302921340028	\$ 18,200.00	\$ 6,900.00	\$ 11,300.00	1
26	SNOWELL N RALEIGH REV TRS	3074 LAVERNE CT N	3074 LAVERNE CT N LAKE ELMO MN 55042	1302921340033	\$ 18,200.00	\$ 6,900.00	\$ 11,300.00	1
27	GEVING NANCY E	3124 LAVERNE CT N	3124 LAVERNE CT N LAKE ELMO MN 55042	1302921330036	\$ 18,200.00	\$ 6,900.00	\$ 11,300.00	1
TOTAL					\$ 476,650.00	\$ 182,850.00	\$ 293,800.00	

OLD VILLAGE PHASE 3: STREET AND UTILITY IMPROVEMENTS
LAVERNE AVENUE AREA
FINAL ASSESSMENT ROLL
STREET, SANITARY SEWER, AND WATERMAIN ASSESSMENT ROLL

NO.	NAME	ASSESSABLE PROPERTY ADDRESS	MAILING ADDRESS	PID	STREET, DRAINAGE, SIDEWALK, STREET FRONT					SANITARY SEWER		WATERMAIN	
					TOTAL ASSESSMENT AMOUNT	ASSESSMENT AMOUNT	FOOTAGE	ASSESSMENT AMOUNT	SAC	ASSESSMENT AMOUNT		ASSESSMENT AMOUNT	
1	ISD 834 STILLWATER		1875 GREELY ST S STILLWATER MN 55082	1302921220001	\$ 20,500.00	\$ 20,500.00	100	\$ -	0				
2	ISD 834 STILLWATER	11030 STILLWATER BLVD N	1875 GREELY ST S STILLWATER MN 55082	1302921230001	\$ 474,600.00	\$ -	0	\$ 474,600.00	42				
3	WESTBROOK ASSOCIATES	3825 LAKE ELMO AVE N	PO BOX 36 STILLWATER MN 55082	1302921220002	\$ 80,037.00	\$ -	0	\$ 45,200.00	4	\$ 34,837.00			
4	CITY OF LAKE ELMO	3800 LAVERNE AVE N	3880 LAVERNE AVE N LAKE ELMO MN 55042	1302921220009	\$ 44,920.00	\$ 33,620.00	164	\$ 11,300.00	1				
5	CITY OF LAKE ELMO	3880 LAVERNE AVE N	3880 LAVERNE AVE N LAKE ELMO MN 55042	1302921220026	\$ 46,125.00	\$ 46,125.00	225	\$ -	0				
6	CITY OF LAKE ELMO		3880 LAVERNE AVE N LAKE ELMO MN 55042	1302921220025	\$ 25,625.00	\$ 25,625.00	125	\$ -	0				
7	EXCEL PARTNERS LLC	11343 39TH ST N	11343 39TH ST N LAKE ELMO MN 55042	1302921220008	\$ 56,785.00	\$ 56,785.00	277	\$ -	0				
8	RULE 36 LMDT PARTNRSHIP DULUTH	3819 LAVERNE AVE N	600 25TH AVE S #105 ST. CLOUD MN 56301	1302921220007	\$ 81,050.00	\$ 47,150.00	230	\$ 33,900.00	3				
9	LEONARD INVESTMENTS LLC	11144 STILLWATER BLVD N	1000 CONCORD ST S SOUTH ST. PAUL MN 55075	1302921230004	\$ 124,330.00	\$ 79,130.00	386	\$ 45,200.00	4				
10	THARROS LLC	11200 STILLWATER BLVD N #100	4350 MCDONALD DRIVE CT N STILLWATER MN 55082	1302921220016	\$ 13,667.50	\$ 9,430.00	46	\$ 4,237.50	0.375				
11	NORTHERN LIGHTS INFO SYS LLC	11200 STILLWATER BLVD N #101	11200 STILLWATER BLVD N #101 LAKE ELMO MN 55042	1302921220017	\$ 13,667.50	\$ 9,430.00	46	\$ 4,237.50	0.375				
12	ERBAN DOROTHY DAVIDSON	11200 STILLWATER BLVD N #102	3748 OAKGREEN AVE N STILLWATER MN 55082	1302921220018	\$ 13,667.50	\$ 9,430.00	46	\$ 4,237.50	0.375				
13	ERBAN DOROTHY DAVIDSON	11200 STILLWATER BLVD N #103	3748 OAKGREEN AVE N STILLWATER MN 55082	1302921220019	\$ 13,667.50	\$ 9,430.00	46	\$ 4,237.50	0.375				
14	FLACKEY DEAN E	11200 STILLWATER BLVD N #104	532 OLD HWY 35 HUDSON WI 54016	1302921220020	\$ 13,667.50	\$ 9,430.00	46	\$ 4,237.50	0.375				
15	STROP BRIAN A & DENISE M	11200 STILLWATER BLVD N #105	2930 30TH STREET CIRCLE N LAKE ELMO MN 55042	1302921220021	\$ 13,667.50	\$ 9,430.00	46	\$ 4,237.50	0.375				
16	HOBBY FARMS INC	11200 STILLWATER BLVD N #106	11550 STILLWATER BLVD N #123 LAKE ELMO MN 55042	1302921220022	\$ 13,667.50	\$ 9,430.00	46	\$ 4,237.50	0.375				
17	SCMC PROPERTIES LLC	11200 STILLWATER BLVD N #107	11200 STILLWATER BLVD N #107 LAKE ELMO MN 55042	1302921220023	\$ 13,667.50	\$ 9,430.00	46	\$ 4,237.50	0.375				
18	D3PL PROPERTIES LLC	11240 STILLWATER BLVD N	11240 STILLWATER BLVD N LAKE ELMO MN 55042	1302921210006	\$ 45,200.00	\$ -	0	\$ 45,200.00	4				
TOTAL					\$ 1,108,512.00	\$ 384,375.00		\$ 689,300.00		\$ 34,837.00			



STAFF REPORT

DATE: 9/4/2018

CONSENT

ITEM #: 9

TO: City Council
FROM: Emily Becker, Planning Director
AGENDA ITEM: Washington County Comprehensive Plan Adjacent Jurisdictional Review Comments
REVIEWED BY: Kristina Handt, City Administrator
Jack Griffin, City Engineer

BACKGROUND:

Washington County has completed a draft of their 2040 Comprehensive Plan Update and has submitted for adjacent jurisdictional review. The review period ends September 26, 2018. Staff has prepared draft comments for the review.

ISSUE BEFORE COUNCIL:

The Council is being asked to review and approve Staff comments regarding the Washington County 2040 Comprehensive Plan Update.

PROPOSAL DETAILS/ANALYSIS:

Below provides a brief summary of each chapter within the Draft Washington County 2040 Comprehensive Plan along with recommended comment by Staff. Of particular note are italicized comments.

Chapter 2: County Context. This Chapter assumes Lake Elmo to have a 40% increase in population from 2020-2040.

- *Staff Comments:* Staff has no comments in regards to this chapter.

Chapter 3: Goals and Policies. Outlines visions, goals, policies, and strategies for 2040 Washington County Comprehensive Plan.

- *Staff Comments:* Staff has no comments in regards to this chapter.

Chapter 4: Land Use. Washington County does not regulate Lake Elmo's Land Use. The only mention of Lake Elmo within this chapter is the recognition that Lake Elmo does not currently have ordinances or other tools in place to assist in preserving privately owned

historic and cultural resources. There are no resources within the City that are on the National Register of Historical Places.

- *Staff Comments:* Staff has no comments in regards to this chapter.

Chapter 5: Transportation. Public transportation, trails, and improving highways and bridges are recognized as a top priority within Washington County's Transportation Plan.

- Existing Road Functional Classification Changes (p. 5-7)
 - CSAH 17 from Highway 36 to CSAH 14 has changed from a minor expander to minor connector (both subcategories for minor arterials).
 - CSAH 10 from minor expander to minor reliever.
 - CSAH 13 from CSAH 14 to I-694 from a major collector to minor reliever.
- Jurisdictional Changes (p. 5-10)
 - County 13B has changed from a County to local jurisdiction.
 - CSAH 14 has changed from MNDOT to County jurisdiction.
 - Areas of CSAH 15 at the intersection of CSAH 14 and Hwy 36 to the east of CSAH 17 have been identified as over capacity
- Regional Bicycle Transportation Network (p. 5-39)
 - A Tier 2 Corridor for the Regional Bicycle Transportation Network is identified along CSAH 14 with a connection from CSAH 19 to CSAH 14.
- Forecasted Traffic Volumes (p. 5-47)
 - CSAH 17 (Lake Elmo Ave N) from the intersection of CSAH 14 going south have decreased from 8001-15000 annual average trips a day to 0-8000 annual average trips a day.
 - CSAH 13 (Inwood Ave N) in the portion directly south of CSAH 6 have increased from 0-8000 annual average trips per day to 8001-15000 annual average trips per day.
 - CSAH 14 have decreased from 15,001-30,000 annual average trips per day to 8,001-15,000 annual average trips per day.
 - CSAH 15 from the intersection of Hwy 36 to 50th Street have decreased from 15,001-30,000 annual average trips per day to 8,001-15,000 annual average trips per day.
- Volume/Capacity Analysis (p. 5-48)
 - Some small northern sections of CSAH 15 are shown as approaching capacity, changed from over capacity from the 2030 Plan.
 - Some new sections of CSAH 13 are shown as approaching capacity.
 - A new section of CSAH 10 is shown as overcapacity.
- Minimum Right-of-Way Changes (p. 5-50)
 - Minimum right-of-way on CSAH 14 (Stillwater Blvd N) has changed to 180 feet from CSAH 15 (Manning Ave N) to where it intersects with CSAH 6 (Stillwater Blvd N) and to 220 feet to the west of this intersection. This was due to this road becoming a County road.
- Interchange (5-54)
 - One new interchange is indicated that would affect Lake Elmo at the intersection of CSAH 17 and Hwy 36.
- Capital Improvement Program (p. 5-62)
 - Manning Avenue Interchange: 2018

- CSAH 14 west of Manning Avenue Interchange and CSAH 15 south of Manning Avenue Interchange: 2022
- CSAH 17 north of I-94: 2018 Pavement Preservation Project
- CSAH 17 further north: 2018
- CSAH 13 north of CSAH 6 to CSAH 14: 2021
- CSAH 13 north of CSAH 14: 2022
- *Staff Comments:* For the most part the City can support the County's Transportation Plan. The plan identifies both Goals as well as Management Tools and Implementation Tools. The following are noteworthy for City input and or comment.
 - The executive summary identifies a limitation in funding resources and indicates a requirement, therefore, to collaborate with local and regional partners to leverage available resources.
 - Both the Management Tools and Transportation Goal #1 reference the Cost participation policy #8001 as proposed implementation practices. *The City should consider commenting on the need to revise or eliminate the Cost participation policy #8001 due to a lack of local funding resources needed to participate; due to inequitable distribution of transportation costs across Washington County communities; and due to the inability of the City to utilize assessing authority for the local share due to County implementation practices.*
 - Note: Washington County's Cost Participation Policy (#8001) determines the appropriate division of cost in funding cooperative highway projects, traffic signals, and bridge construction projects with MnDOT, municipalities, and other agencies. For highway and bridge projects, the cost splits differ for cities with populations greater than 5,000 and for those with populations less than 5,000. The primary purpose for this difference is the absence of direct State Aid funding to municipalities with less than 5,000 residents. The policy also guides the county's cost participation when communities use Tax Increment Financing (TIF) and for jurisdictional changes or turnbacks.
 - The City should continue to support the County policy regarding the goal to balance access and mobility. *The City could suggest language changes to emphasize that the County maintain flexibility when working with the local government.*
 - The City should continue to support the County policy regarding right-of-way acquisition strategies. *However, the City should consider commenting that the County must emphasize efforts to better define right-of-way corridor needs proactively, both in advance of development applications, and during development applications.*
 - The plan indicates that planning efforts regarding TH36 have not yet begun. The Trunk Highway 36 Corridor is important to Lake Elmo and perhaps a set of overall goals should be identified to guide these future

planning efforts. Goals could be incorporated from the work completed for the TH36 South Frontage Road Study, Lake Elmo Avenue Interchange Concept Planning, and the Manning Avenue Interchange Concept/Preliminary Design.

Chapter 6: Water Resources Plan. Shows that Lake Elmo is the lowest of the Cities that use public water within Washington County, averaging below 50 gallons per capita per day. The Lake Elmo/Oakdale Special Well and Boring Construction Area (SWBCA), which was established due to Volatile Organic Compound at the Washington County Landfill. It also mentions perfluorochemicals (PFCs) near the Lake Jane Landfill and that over 200 homes have been connected to city water as a result.

- *Staff Comment:* Engineering has no major comments regarding the Water Resource Plan. The plan addresses several areas of overlap with Watershed and City processes already in place as has always been the case. The primary areas addressed include:
 - Prevent future groundwater contamination by ensuring sound management of solid and hazardous waste within the county. *No comments by Engineering.*
 - Implement sound watershed management practices in cooperation and conjunction with state and local government entities engaged in water management programs. *No comments by engineering.*
 - Continue implementing SSTS ordinance in accordance with Minnesota Rules 7080-7083. Conduct a countywide assessment for SSTS; Continue to provide financial assistance for SSTS replacement through the SSTS loan program; Explore additional financial assistance options for residents including local and state grants; Strengthen education efforts related to SSTS for homeowners, realtors, and other stakeholders; Promote development of community sewer systems in areas with high rates of noncompliant SSTS or where small groups of homes make such systems feasible. *The City should express continued support for these efforts.*
 - Collaborate with state agencies and local communities to promote and support the efficient use of groundwater resources to ensure that drinking water supplies are adequate for projected growth in the county. Groundwater and Surface Water Protection. *Engineering has no comments.*

Chapter 7: Parks, Trails and Open Space. Sets overall goals and policies that guide development of count-controlled sites and facilities.

- *Parks.* Of these facilities, Lake Elmo Park Preserve is the only facility located within Lake Elmo. This facility offers a boat launch, fishing pier, swimming, camping, picnicking, field games, play equipment, natural areas, restrooms, trails, hiking, biking, cross-country skiing, equestrian, and in-line skating. Annual use estimate of Lake Elmo Park Preserve in 2016 was shown to be 519,900 visitors, which had by far the highest total visits of 2016. Proposed development of the park includes expanded paved and soft surface trail network, expanded picnic areas, expanded camping

facilities and areas, updated playground structures, updated trail and recreation facilities, updated maintenance facility, and vegetation restoration.

- *Trails.* The draft Plan includes the Central Greenway Search Corridor, which is a multiple use trail that will run north-south through the center of Washington County. The Lake Elmo segment will be determined through a master planning process.
- *Staff Comment:* The City should express support for the County's efforts to develop a master trail plan, both regional park trails and along all County roadways.

Chapter 8: Housing. Lake Elmo has median rents below the metro median, likely because of the limited availability of rental units within the city. As of 2017, there were 0 senior housing units, and the demand forecasted is 503. Arbor Glen added 84 units. Lake Elmo is one of five markets that have a housing demand of 1,100-1,900 units, and much of this demand is for executive priced homes. The demand for new general occupancy rental housing is 104 units.

- *Staff Comment:* Staff has no comments in regards to this chapter.

Chapter 9: Resilience and Sustainability Plan. This summarizes the current strategies related to resiliency and sustainability in the County and it presents an implementation plan for future decision making processes. It recognizes four key areas that are linked in some form to a resilient, sustainable and equitable future: hazard mitigation/community vulnerability, healthy communities, energy, and solid waste management.

- *Staff Comment:* Staff has no comments in regards to this chapter.

Chapter 10: Economic Competitiveness. This highlights initiatives that remain a core part of Washington County's planning activities. The chapter indicates forecasts a 95.8% increase in employment in Lake Elmo, increasing from 1,941 jobs in 2010 to 3,800 jobs in 2040. As of 2010, Lake Elmo accounted for 2-4% of Washington County's employment and is projected to account for 4-6% by 2040.

- *Staff Comment:* Staff has no comments in regards to this chapter.

RECOMMENDATION:

Staff recommends, as part of tonight's consent agenda, that the Council approve the above-outlined comments to Washington County in regards to their Draft 2040 Comprehensive Plan. If removed from the consent agenda, the following motion may be made:

"Move to approve Staff comments to Washington County in regards to their Draft 2040 Comprehensive Plan."

ATTACHMENTS:

1. The Draft Washington County 2040 Comprehensive Plan can be found at the following link: <https://www.co.washington.mn.us/404/Comprehensive-Plan>



STAFF REPORT

DATE: September 4, 2018

Consent

ITEM #: 10

AGENDA ITEM: Community Partnership Grant from Centerpoint Energy

TO: Mayor and City Council

SUBMITTED BY: Julie Johnson, City Clerk

BACKGROUND:

State statute requires that cities accept donations via resolution. Centerpoint Energy has presented the City of Lake Elmo with a grant of \$2,000 for purchase of rescue air tools.

ISSUE BEFORE COUNCIL:

Should Council accept the donation of \$2,000 from Centerpoint Energy?

PROPOSAL:

Grant money would be used toward the purchase of air rescue tools for the Lake Elmo Fire Department.

FISCAL IMPACT:

\$2,000 revenue not included in the 2018 budget.

OPTIONS:

- 1) Approve Resolution No 2018-103
- 2) Amend and then Approve Resolution No 2018-103
- 3) Don not accept the donation from Centerpoint Energy

RECOMMENDATION:

Motion to approve Resolution No 2018-103

ATTACHMENTS:

- Resolution No 2018-103
- Grant award letter



Community Partnership Grant

The Community Partnership Grant program offers an opportunity for CenterPoint Energy to invest in the cities we serve. For over 145 years we have partnered with communities supporting our shared commitment to safety while delivering safe, reliable natural gas.

Since 2003, the program has awarded more than \$1.5 million in donations and provided funding to support 848 projects in communities throughout CenterPoint Energy's service area.

Through the grant program, we are able to help cities leverage local funds to purchase needed safety equipment or support safety projects that are important to your community.

We are pleased to present the City of Lake Elmo with a Community Partnership grant for \$2,000 that will be used to purchase rescue air lift tools.

Thank you for your efforts to make our community safer.



STAFF REPORT

DATE: September 4, 2018

CONSENT

ITEM #: 11

TO: City Council

FROM: Greg Malmquist, Fire Chief

AGENDA ITEM: ACCEPTANCE OF 50/50 DNR GRANT

REVIEWED BY: Kristina Handt, City Administrator

BACKGROUND: The Fire Department has been seeking grant and donation funding from numerous sources for the purchase of the rescue equipment, as part of the approval of the Rescue/Engine. This DNR grant is part of that. We received approval from the DNR for an amount of \$3,500.00, 50/50 matching grant for the purchase of new firefighting helmets. We have budgeted in both 2018 and 2019 for the replacement of our firefighting helmets. We have helmets that are damaged and that have surpassed their recommended life cycle for replacement and are still in service. This grant will allow us to purchase the helmets all at one time, and free up budget dollars for the rescue equipment

ISSUE BEFORE COUNCIL: Should the Council approve the “2019 VOLUNTEER ASSISTANCE MATCHING GRANT” IN THE AMOUNT OF \$3,500.00?

PROPOSAL DETAILS/ANALYSIS: The approval of this grant would allow the fire department to move forward with the purchase of new helmets for the Firefighters and reallocate budget funds toward the purchase of rescue equipment.

FISCAL IMPACT: \$3,500 additional revenue

OPTIONS:

- 1) Approve acceptance of grant
- 2) Deny approval

RECOMMENDATION:

If removed from the consent agenda:

“Motion to approve acceptance of DNR grant for new firefighting helmets.”

ATTACHMENTS:

1. Copy of approval letter and contract.
2. Resolution 2018-102 accepting the donation



Minnesota Department of Natural Resources
402 SE 11th Street - Grand Rapids, MN 55744

August 14, 2018

Re: 2019 VOLUNTEER FIRE ASSISTANCE MATCHING GRANT (VFA)

LAKE ELMO FIRE DEPT

Dear Fire Chief:

Attached is a grant contract between the Minnesota Department of Natural Resources, Division of Forestry in the amount of \$ 3500.00.

Please obtain *two* signatures on the grant contract and return back to me as soon as possible. I will obtain the final required signature and forward a copy of the fully executed grant contract to you when complete.

Work must not begin under this grant contract until fully executed and you have been notified by the State's Authorized Representative to begin the work.

If you have any questions regarding the processing of this grant contract, please let me know.

Respectfully,

Shelly Serich

Shelly Serich
Rural Fire Programs Asst.
Shelly.Serich@state.mn.us

www.mndnr.gov/grants/ruralfire

STATE OF MINNESOTA GRANT CONTRACT

This grant contract is between the State of Minnesota, acting through its Department of Natural Resources, Division of Forestry, 402 Southeast Eleventh Street, Grand Rapids, Minnesota 55744 ("State") and LAKE ELMO FIRE DEPT, 3510 LAVERNE AVE N, LAKE ELMO, MN 55042- ("GRANTEE").

Recitals

1. Under Minn. Stat. 84.085 authorizes the Commissioner of Natural Resources, on behalf of the State, to accept and use grants of money for the United States or other grantors for conservation purposes not inconsistent with the laws of this state and in accordance with the purposes of the grant and applicable Federal and State laws and authorizes the Commissioner to make sub-grants of any money received to other agencies, units of local government, and private nonprofit corporations; and Minn. Stat. 88.067, as amended in Laws of Minnesota 2000, Chapter 231, Section 113, may make grants for procurement of fire suppression equipment and training of fire departments in techniques of fire control. The commissioner may require a local match for any grant. Grantee is a governmental unit and or is a fire fighting entity located in a rural area; and the State is empowered to enter into this grant.
2. The State is in need of fire department assistance to suppress wildland fires.
4. The Grantee represents that it is duly qualified and agrees to perform all services described in this grant contract to the satisfaction of the State.

Grant Agreement

1. Term of Grant Agreement

- 1.1 **Effective date:** This agreement becomes effective on August 1, 2018 or the date the State obtains all required signatures under Minnesota Statutes 16B.98, subdivision 5, whichever is later. **The Grantee must not begin work under this sub-grant agreement until this agreement is fully executed and the Grantee has been notified by the State's Authorized Representative to begin the work.** No reimbursements will be made until or upon the date that the final required signature is obtained by the State, pursuant to Minnesota Statutes Section 16B.98, subdivision 5. Per Minnesota Statutes Section 16B.98, subdivision 7, no payments will be made to the Grantee until this grant agreement is fully executed.
- 1.2 **Expiration Date:** Work on this project must be completed on or before June 1, 2019. The State is to be invoiced on or before June 15, 2019 or the contract will be canceled without further notification.
- 1.3 **Survival of Terms:** The following clauses survive the expiration or cancellation of this grant agreement: 9 Liability; 10 Audits; 11 Government Data Practices and Intellectual Property; 13 Endorsement; 14 Governing Law, Jurisdiction, and Venue; 16 Data Disclosure; 19 Monitoring; and 24 Additional Program Requirements
- 1.4 **Incur Expenses:** Notwithstanding Minnesota Statutes, section 16A.41, expenditures made on or after August 1, 2018 are eligible for reimbursement. This agreement becomes effective on August 1, 2018 or the date the State obtains all required signatures under Minnesota Statutes 16B.98, subdivision 5, whichever is later.

2 Grantee's Duties

The Grantee, who is not a state employee, will:

The Grantee will comply with required grants management policies and procedures set forth through Minnesota Statutes Section 16B.97, subdivision 4 (a) (1).

The Grantee agrees to complete the program in accordance with the approved budget to the extent practicable and within the program period specified in the grant agreement. Any material change in the grant agreement shall require an amendment by the State (see Section 7.2).

The Grantee is responsible for maintaining a written conflict of interest policy. Throughout the term of this agreement, the Grantee shall monitor and report any actual, potential, or perceived conflicts of interest to the State's Authorized Representative.

The Grantee shall be responsible for the administration, supervision, management, record keeping and program oversight required for the work performed under this agreement.

Complete work specified in the Project Proposal attached hereto as Exhibit A. This Project Proposal shall be a part of this grant. Highest priority is indicated in the office use only box of Exhibit A; however, any of the listed projects or a combination of the listed projects on Exhibit A, may also qualify for this grant with written approval from the State of Minnesota.

Insure all equipment acquired through this grant must be used solely for prevention, suppression and control of fire. Report GPS locations of dry hydrants or water facilities constructed under this grant to Shelly Serich, Rural Fire Programs Assistant, 402 Southeast Eleventh Street, Grand Rapids, Minnesota 55744 or his/her successor.

3 Time

The Grantee must comply with all the time requirements described in this grant contract. In the performance of this grant contract, time is of the essence.

4 Consideration and Payment

4.1 **Consideration.** Consideration for all services performed by Grantee pursuant to this grant agreement shall be paid by the State as follows:

4.1.1. **Compensation.** The Grantee will be paid in the amount not to exceed \$3500.00, based on the following computation:

4.1.2. **Matching Requirements.** The State shall reimburse Grantee for up to 50% of the reasonable net cost of items purchased or expenditures made, in accordance with the approved project proposal. This reimbursement shall not exceed the total amount of this grant.

Grant funds cannot be used by the Grantee as match or for reimbursement for any other grant or program without prior written authorization from the State's Authorized Representative.

4.1.3 **Travel Expenses.** Reimbursement for travel and subsistence expenses actually and necessarily incurred by the Grantee as a result of this grant contract will not exceed \$00.00.

THE TOTAL STATE OBLIGATION FOR ALL COMENSATION AND REIMBURSEMENTS TO GRANTEE SHALL NOT EXCEED \$3500.00.

Funds made available pursuant to this Agreement shall be used only for expenses incurred in performing and accomplishing the purposes and activities specified herein. Notwithstanding all other provisions of this Agreement, it is understood that any reduction or termination of funds allocated to the State may result in a like reduction to the Grantee.

4.2. Payment

The State shall disburse funds to the Grantee pursuant to this agreement on a **reimbursement basis**. The Grantee shall submit payment requests with required expenditure documentation. If necessary, advance payments on grants shall be negotiated between the State and Grantee on a case by case basis. In order to make advance payments, the Grantee must prepare and submit a written justification to the State for approval that details specific need to utilize advance payments. A copy of the signed justification must be maintained in the grant file. All advance payments on grants over \$50,000 must be reconciled within 12 months of issuance or within 60 days of the end of the grant period.

- 4.2.1. **Invoices.** The State will promptly pay the Grantee after the Grantee presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. The State will promptly pay the Grantee after the Grantee presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices must be submitted timely and upon completion by June 15, 2019.
- 4.2.2. **Federal funds.** Payments under this grant contract will be made from federal funds obtained by the State through the Cooperative Forestry Assistance Act of 1978, Public Law 95-313, CFDA number 10.664. The Grantee is responsible for compliance with all federal requirements imposed on these funds and accepts full financial responsibility for any requirements imposed by the Grantee's failure to comply with federal requirements.
- 4.2.3. **Unexpended Funds.** The Grantee must promptly return to the State any unexpended funds that have not been accounted for annually in a financial report to the State due at grant closeout.

5 Conditions of Payment

All services provided by the Grantee under this grant agreement must be performed to the State's satisfaction, as determined at the sole discretion of the State's Authorized Representative and in accordance with all applicable federal, state, and local laws, ordinances, rules and regulations. The Grantee will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state, or local law.

6 Authorized Representative

The State's Authorized Representative is Tim Oland, Rural Fire Programs Coordinator, DNR Forestry, 402 Southeast Eleventh Street, Grand Rapids, Minnesota 55744, 218-322-2688, or his/her successor, and has the responsibility to monitor the Grantee's performance and the authority to accept the services provided under this grant contract. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

The Grantee's Authorized Representative is the Fire Chief at (651) 770-5006. If the Grantee's Authorized Representative changes at any time during this grant contract, the Grantee must immediately notify the State.

7 Assignment, Amendments, Waiver, and Grant Agreement Complete

- 7.1. **Assignment.** The Grantee may neither assign nor transfer any rights or obligations under this grant agreement without the prior consent of the State and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this grant agreement, or their successors in office.
- 7.2. **Amendments.** Any amendment to this grant agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original grant agreement, or their successors in office.
- 7.3. **Waiver.** If the State fails to enforce any provision of this grant agreement, that failure does not waive the provision or its right to enforce it.
- 7.4. **Grant Agreement Complete.** This grant agreement contains all negotiations and agreements between the State and the Grantee. No other understanding regarding this grant agreement, whether written or oral, may be used to bind either party.

8 Subcontractors, Contracting and Bidding Requirements

- 8.1. The Grantee agrees that if it subcontracts any portion of this project to another entity, the agreement with the subcontractor will contain all provisions of the agreement with the State. The Grantee also agrees to comply with Title 2 Code of Federal Regulations (CFR) 200.317 and 200.322 (if applicable-both apply to state entities only) as well as 2 CFR 200.318-321, and 2 CFR 200.323-326.
- 8.2. Per Minnesota Statute 471.345, grantees that are municipalities as defined in Subd. 1 must follow that Uniform Municipal Contracting Law if contraction funds from this grant contract agreement for any

supplies, materials, equipment, or the rental thereof, or the construction, alteration, repair, or maintenance of real or personal property.

8.2.1. If the amount of the contract is estimated to be \$3,000-25,000 the contract may be made either upon quotation or in the open market, in the discretion of the governing body. If the contract is made upon quotation it shall be based, so far as practicable, on at least two quotations which shall be kept on file for a period of at least one year after their receipt. Alternatively, municipalities may award a contract for construction, alteration, repair, or maintenance work to the vendor or contractor offering the best value under a request for proposals as described in Minnesota Statute 16C.28, Subd. 1, paragraph a, clause 2.

8.2.2. Any services and/or materials that are expected to cost less than \$3,000 do not require the solicitation of competitive quotations in accordance with 2 CFR 200.320(b). The Grantee must make an effort to equitably distribute these purchases.

9 Liability

The Grantee must indemnify, save, and hold the State, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by the State, arising from the performance of this grant contract by the Grantee or the Grantee's agents or employees. This clause will not be construed to bar any legal remedies the Grantee may have for the State's failure to fulfill its obligations under this grant contract.

10 Audits (State and Single)

Under Minn. Stat. §16B.98, subd. 8 and 2 CFR 200.331, the Grantee books, records, documents, and accounting procedures and practices relevant to this grant agreement are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this grant agreement.

All state and local governments, colleges and universities, and non-profit organizations that expend \$750,000 or more of Federal awards in a fiscal year must have a single audit according to the OMB Uniform Guidance: Cost Principles, Audit, and Administrative Awards Requirements for Federal Awards. This is \$750,000 total Federal awards received from all sources. If an audit is completed, forward a copy of the report to both the State's Authorized Representative and the State Auditor.

11 Government Data Practices and Intellectual Property

11.1. **Government Data Practices.** The Grantee and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the State under this grant contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this grant contract. The civil remedies of Minn. Stat. §13.08 apply to the release of the data referred to in this clause by either the Grantee or the State. If the Grantee receives a request to release the data referred to in this Clause, the Grantee must immediately notify the State. The State will give the Grantee instructions concerning the release of the data to the requesting party before the data is released. The Grantee's response to the request shall comply with applicable law.

11.2. Intellectual Property Rights

Intellectual Property Rights Not Applicable.

11.2.1. Obligations.

(A) **Notification.** Whenever any invention, improvement, or discovery (whether or not patentable) is made or conceived for the first time or actually or constructively reduced to practice by the Grantee, including its employees and subcontractors, in the performance of this contract, the Grantee will immediately give the State's Authorized Representative written notice thereof, and must promptly furnish the Authorized Representative with complete information and/or disclosure thereon.

(B) **Representation.** The Grantee must perform all acts, and take all steps necessary to ensure that all intellectual property rights in the Works and Documents are the sole property of the State, and that neither Grantee nor its employees, agents, or subcontractors retain any interest in and to the Works and Documents. The Grantee represents and warrants that the

Works and Documents do not and will not infringe upon any intellectual property rights of other persons or entities. Notwithstanding Clause 9, the Grantee will indemnify; defend, to the extent permitted by the Attorney General; and hold harmless the State, at the Grantee's expense, from any action or claim brought against the State to the extent that it is based on a claim that all or part of the Works or Documents infringe upon the intellectual property rights of others. The Grantee will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages, including but not limited to, attorney fees. If such a claim or action arises, or in the Grantee's or the State's opinion is likely to arise, the Grantee must, at the State's discretion, either procure for the State the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing Works or Documents as necessary and appropriate to obviate the infringement claim. This remedy of the State will be in addition to and not exclusive of other remedies provided by law.

12 Workers' Compensation

The Grantee certifies that it is in compliance with Minn. Stat. §176.181, Subd. 2, pertaining to workers' compensation insurance coverage. The Grantee's employees and agents will not be considered State employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the State's obligation or responsibility.

13 Publicity and Endorsement

13.1. **Publicity.** Any publicity regarding the subject matter of this grant contract must identify the State as the sponsoring agency and must not be released without prior written approval from the State's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this grant contract.

13.2. **Endorsement.** The Grantee must not claim that the State endorses its products or services and the Grantee must adhere to the terms of 2 CFR 200.315.

14 Governing Law, Jurisdiction, and Venue

Minnesota law, without regard to its choice-of-law provisions, governs this grant contract. Venue for all legal proceedings out of this grant contract, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

15 Termination

15.1. **Termination by the State.** The State may immediately terminate this grant contract with or without cause, upon 30 days' written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

15.2. **Termination for Cause.** The State may immediately terminate this grant contract if the State finds that there has been a failure to comply with the provisions of this grant contract, that reasonable progress has not been made or that the purposes for which the funds were granted have not been or will not be fulfilled. The State may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

16 Data Disclosure

Under Minn. Stat. § 270C.65, Subd. 3, and other applicable law, the Grantee consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Grantee to file state tax returns and pay delinquent state tax liabilities, if any.

17 American Disabilities Act

The Grantee is subject to complying with the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. 12101 et seq.) and all applicable regulations and guidelines. The Grantee must comply with the 2010 American Disabilities Act Standards for Accessible Design.

18 Reporting Requirements

The Grantee is bound to financial and performance reporting requirements as noted in the Minnesota Statutes Section 16B.97, subdivision 4 (a) (1).

19 Monitoring

The State shall be allowed at any time to conduct periodic site visits and inspections to ensure work progress in accordance with this grant agreement, including a final inspection upon program completion. At least one monitoring visit per grant period on all state grants of over \$50,000 will be conducted and at least annual monitoring visits on grants of over \$250,000.

Following closure of the program, the State's authorized representatives shall be allowed to conduct post-completion inspections of the site to ensure that the site is being properly operated and maintained and that no conversion of use has occurred.

20 Invasive Species Prevention

The DNR requires active steps to prevent or limit the introduction, establishment, and spread of invasive species during contracted work. The contractor shall prevent invasive species from entering into or spreading within a project site by cleaning equipment prior to arriving at the project site.

If the equipment, vehicles, gear, or clothing arrives at the project site with soil, aggregate material, mulch, vegetation (including seeds) or animals, it shall be cleaned by contractor furnished tool or equipment (brush/broom, compressed air or pressure washer) at the staging area. The contractor shall dispose of material cleaned from equipment and clothing at a location determined by the DNR Contract Administrator. If the material cannot be disposed of onsite, secure material prior to transport (sealed container, covered truck, or wrap with tarp) and legally dispose of offsite.

The contractor shall ensure that all equipment and clothing used for work in infested waters has been adequately decontaminated for invasive species (ex. zebra mussels) prior to being used in non-infested waters. All equipment and clothing including but not limited to waders, tracked vehicles, barges, boats, turbidity curtain, sheet pile, and pumps that comes in contact with any infested waters must be thoroughly decontaminated.

21 Pollinator Best Management Practices

Habitat restorations and enhancements conducted on DNR lands and prairie restorations on state lands or on any lands using state funds are subject to pollinator best management practices and habitat restoration guidelines pursuant to Minnesota Statutes, section 84.973. Practices and guidelines ensure an appropriate diversity of native species to provide habitat for pollinators through the growing season. Current specific practices and guidelines to be followed for contract and grant work can be found here: [Link to December 2014 version](#).

22 Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

The prospective lower tier participant certifies, by submission of this agreement, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this agreement.

23 Recipient Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights

Recipient Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights

(a) This award and employees working on this financial assistance agreement will be subject to the whistleblower rights and remedies in the pilot program on Award Recipient employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub.L. 112-239)

(b) The Award Recipient shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712

(c) The Award Recipient shall insert the substance of this clause, including this paragraph (c), in all sub awards or subcontracts over the simplified threshold. 42 CFR & 52.203-17 (as referenced in 42 CFR & 3.908-9)

1. STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minn. Stat. " 16A.15 and 16C.05

Signed: Shelly SenchDate: 8/14/2018**3. STATE AGENCY**By: _____
(with delegated authority)

Title: _____

Date: _____

SWIFT Contract/PO No(s). 146030/139241

2. GRANTEE

The Grantee certifies that the appropriate person(s) have executed the grant contract on behalf of the Grantee as required by applicable articles, bylaws, resolutions, or ordinances.

By: _____ By: _____

Title: _____ Title: _____

Date: _____ Date: _____

Distribution:
Agency
Grantee LAKE ELMO FIRE DEPT
State's Authorized Representative - Photo Copy

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

RESOLUTION NO. 2018-102

**A RESOLUTION ACCEPTING DONATED FUNDS FROM THE
MINNESOTA DEPARTMENT OF NATURAL RESOURCES**

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

WHEREAS, the Minnesota Department of Natural Resources has proposed contributing \$3,500 in the form of a 50/50 matching grant to the City of Lake Elmo for the purchase of firefighting helmets; and

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

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Lake Elmo, Minnesota, does hereby acknowledge and agrees to accept said donation of \$3,500 from the MN DNR on behalf of the citizens of Lake Elmo.

APPROVED by the Lake Elmo City Council on this 4th day of September, 2018.

By: _____
Mike Pearson
Mayor

ATTEST:

Julie Johnson
City Clerk



STAFF REPORT

DATE: 9/4/2018

REGULAR

ITEM #: 13

MOTION

TO: City Council

FROM: Emily Becker, Planning Director

AGENDA ITEM: Growing Explorers Development Agreement

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

BACKGROUND:

The City Council approved the Growing Explorers Final Plat and PUD Plans at its September 4, 2018 meeting. It was a condition of approval that the developer enter in to a Development Agreement with the City.

ISSUE BEFORE COUNCIL:

To approve Resolution 2018-101 approving the Developer's Agreement for Growing Explorers.

PROPOSAL DETAILS/ANALYSIS:

One of the conditions of approval for the Growing Explorers Final Plat specifies that the developer enter into a Developer's Agreement prior to the execution of the plat by City officials. The attached draft agreement is consistent with the City's developer agreement template. The key aspects of the agreement include the following components:

- That all improvements to be completed by October 31, 2019.
- That the developer provide a letter of credit in the amount of 125% of the total cost of the proposed improvements. The construction estimates provided have been reviewed by the City Engineer and found to be accurate. The necessary letter of credit to secure the construction activity and expenses will be \$66,543.75.
- That the developer pay cash requirements totaling \$16,930 for park dedication fees and city engineering administration escrow.
- No construction access is permitted on adjacent local streets or at any other location along Jade Trail North.

FISCAL IMPACT:

The future financial impacts include sanitary sewer mains, watermain, surface water facilities (infiltration basin), landscaping improvements, erosion and sedimentation control, and other public financial responsibilities typically associated with a new development. The City will collect building permit fees, Sewer Accessibility Charges and Water Accessibility Charges at the time of building permit, and special assessments and parkland dedication will be due prior to the recording of the plat.

RECOMMENDATION:

Based on the above Staff Report, Staff is recommending that the City Council approve the Developer's Agreement for Growing Explorers and that the Council direct the Mayor and Staff to execute this document once the financial security and cash requirements have been received. The suggested motion to adopt the Staff recommendation is as follows:

“Move to adopt Resolution 2018-101, approving the developer's agreement for Growing Explorers.”

ATTACHMENTS:

1. Resolution 2018-101
2. Growing Explorers Development Agreement

(reserved for recording information)

DEVELOPMENT AGREEMENT

(Public sewer and water)

Growing Explorers

THIS DEVELOPMENT AGREEMENT is dated _____, 2018, by and between the **CITY OF LAKE ELMO**, a Minnesota municipal corporation (the “City”) and Shamsi, LLC, a Florida limited liability company (the “Developer”).

1. REQUEST FOR PLAT APPROVAL. The Developer has asked the City to approve a plat for Growing Explorers (referred to in this Agreement as the “Subdivision”). The property being platted is situated in the County of Washington, State of Minnesota, and is legally described on **Exhibit A**.

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

3. RIGHT TO PROCEED. This Agreement is intended to regulate the development of the Property and the construction therein of certain public and private improvements. The Developer

may not grade or otherwise disturb the earth, remove trees, or construct public or private improvements or any buildings within the Subdivision until all the following conditions precedent have been satisfied:

- A. the Developer has executed and recorded with Washington County all drainage and utility easements required for the Subdivision by the City Engineer and Public Works Director in the City's standard form or the easements have been dedicated to the City on the plat;
- B. this Agreement has been executed by the Developer and the City;
- C. the required Security (as hereinafter defined) have been received by the City from or on behalf of the Developer;
- D. final construction plans and specifications have been submitted by the Developer and approved by the City Engineer;
- E. the Developer has paid the City for all legal, engineering, and administrative expenses incurred by the City regarding the City approvals and has given the City the additional City Engineering Administration Escrow required by this Agreement;
- F. the Developer has paid any outstanding assessments and taxes for the property or property being deeded to the City;
- G. the Developer has fulfilled any park dedication requirements as specified under this Agreement;
- H. the Developer has received all necessary permits from the MPCA, MDH, DNR, applicable watershed, Washington County, and any other agency having jurisdiction over the Subdivision;
- I. the Developer has provided the City with a certificate of insurance required by this Agreement;

- J. the Developer or the Developer's engineer and the Developer's contractor(s) have initiated and attended a preconstruction meeting with the City Engineer and City staff;
- K. the final plat has been recorded with Washington County; and
- L. the City has issued a written notice that all above conditions have been satisfied and that the Developer may proceed.

4. PHASED DEVELOPMENT. If the plat is a phase of a multi-phased preliminary plat, the City may refuse to approve final plats of subsequent phases of the development if the Developer is not in compliance with any term of this Agreement and the non-compliance has not been remedied. Development of subsequent phases of the development may not proceed until development agreements for such phases are approved by the City. Park dedication charges and availability charges for sewer and water referred to in this Agreement are not being imposed on outlots that are designated in the plat for future subdivision into lots and blocks, if any, in the plat. Such charges will be calculated and imposed when these outlots, if any, are platted into lots and blocks.

5. PRELIMINARY PLAT STATUS. If the Subdivision is a phase of a multi-phased preliminary plat, the preliminary plat approval for all phases not final platted shall lapse and be void unless final platted into lots and blocks, not outlots, within five years after preliminary plat approval.

6. CHANGES IN OFFICIAL CONTROLS. For five years from the date of this Agreement, no amendments to the City's Comprehensive Plan or official controls shall apply to or affect the use, development density, lot size, lot layout, or dedications of the approved final plat unless required by state or federal law or agreed to in writing by the City and the Developer. Thereafter, notwithstanding anything in this Agreement to the contrary, to the full extent permitted by state law, the City may require compliance with any changes to the City's Comprehensive Plan, official controls, platting, or dedication requirements enacted after the date of this Agreement.

7. DEVELOPMENT PLANS. The Developer agrees to develop the Property in accordance with the City approvals, including the terms and conditions of approval of the final plat as detailed in City Council Resolution **No. 2018-XX**, and to construct all improvements in accordance with the approved construction plans and specifications (collectively, the “Plans”) prepared by a professional engineer registered in the State of Minnesota at its sole expense. All terms and conditions of the City approvals are hereby incorporated by reference into this Agreement. The documents which constitute the Plans are those on file with and approved by the City and are listed on **Exhibit B** attached hereto. The Plans may not be modified by the Developer without the prior written approval of the City.

8. IMPROVEMENTS. In developing the Subdivision in accordance with the Plans, the Developer shall make or install at its sole expense the following public and private improvements (collectively, the “Subdivision Improvements”):

- A. Grading and erosion control;
- B. Sanitary sewer;
- C. Water system improvements;
- D. Stormwater improvements (storm sewer pipe, control structures, ponds, BMPs, etc.);
- E. Underground private utilities;
- F. Landscaping;
- G. Tree preservation and reforestation; and
- H. Monuments required by Minnesota Statutes.

All improvements shall be installed in accordance with the approved Plans, the City approvals, the City Code, the City's Engineering Design and Construction Standards Manual, and the City's Landscape and Irrigation Standards. The Developer shall instruct its engineer to provide adequate field inspection personnel to assure an acceptable level of quality control to the extent that the Developer's engineer will be able to certify that the construction work meets the approved Plans, the City approvals, the City Code, the City's Engineering Design and

Construction Standards Manual, and the City's Landscape and Irrigation Standards as a condition of City acceptance. In addition, the City may, at the City's discretion and at the Developer's expense, have one or more City inspectors or a soil engineer inspect the Developer's work on a full or part-time basis. The Developer's engineer shall provide for on-site project management. The Developer's engineer is responsible for design changes and contract administration between the Developer and the Developer's contractor.

9. CITY ADMINISTRATION AND CONSTRUCTION OBSERVATION. At the time of the City's approval of the final plat for the Subdivision, the Developer shall submit to the City an amount to be escrowed by the City for City administration and construction observation costs in an amount provided under paragraph 34 of this Agreement - Summary of Cash Requirements. Thereafter, the Developer shall reimburse the City each month, within 30 days of receiving an invoice, for all administration and construction observation costs incurred by the City during the construction of the Subdivision Improvements by the City's engineering, public works, planning, and landscape architecture staff and consultants. After 30 days of the invoice, the City may draw upon the escrow and stop the work on site until the escrow has been replenished in its full amount. City administration and oversight will include monitoring of construction progress and construction observation, consultation with the Developer and the Developer's professionals on status or problems regarding the project, coordination for testing, final inspection and acceptance, project monitoring during the warranty period, and processing of requests for reduction in the Security. Construction observation shall include, at the discretion of the City, part or full time inspection of proposed public utilities and street construction. Services will be billed by the City on an hourly basis.

The direction and review provided by the City through the inspection of the Subdivision Improvements should not be considered a substitute for the Developer-required management of the construction of the Subdivision Improvements. The Developer must require the Developer's

contractor(s) to furnish the City with a schedule of proposed operations at least five days prior to the commencement of construction of each type of Subdivision Improvement. The City shall inspect all Developer-installed Subdivision Improvements during and after construction for compliance with the Plans, the City approvals, the City Code, the City's Engineering Design and Construction Standards Manual, and the City's Landscape and Irrigation Standards. The Developer will notify the City at such times during construction as the City requires for inspection purposes. Such inspection is pursuant to the City's governmental authority, and no agency or joint venture relationship between the City and the Developer is thereby created.

10. CONTRACTORS/SUBCONTRACTORS. City Council members, City employees, and City Planning Commission members, and corporations, partnerships, and other entities in which such individuals have greater than a 25 percent ownership interest or in which they are an officer or director may not act as contractors or subcontractors for the Subdivision Improvements identified in Paragraph 8 above.

11. TIME OF PERFORMANCE. The Developer shall install all required Subdivision Improvements by October 31, 2019. The Developer may, however, request an extension of time from the City. If an extension is granted, it shall be conditioned upon updating the Security posted by the Developer to reflect cost increases and amending this Agreement to reflect the extended completion date.

12. MAINTENANCE DURING CONSTRUCTION. The Developer shall be responsible for all maintenance of the Subdivision Improvements until the Subdivision Improvements are accepted by the City in writing. The Developer is also responsible to locate all underground utilities until the Subdivision is accepted in writing by the City. Warning signs shall be placed by the Developer when hazards develop in streets to prevent the public from traveling on same and to direct attention to detours. If and when streets become impassable, such streets shall be barricaded and closed by the Developer. Jade Trail North and Hudson Boulevard must remain

open to traffic at all times unless a right-of-way obstruction permit is obtained from the City. The Developer shall be responsible for keeping streets within and outside of the Subdivision clean and clear of dirt and debris that may spill, track, or wash onto the street from the Developer's operations. The Developer shall contract for street cleaning for streets within and immediately adjacent to the Subdivision. At a minimum, scraping and sweeping shall take place on a weekly basis and on a daily basis during heavy tracking days.

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

14. CONSTRUCTION ACCESS AND PARKING. Construction traffic access and egress for all work on the site including grading, utility construction, building construction and site improvements, is restricted to access the site via Jade Trail North at the designated rock construction entrances per the approved erosion control plans. No construction traffic is permitted on other adjacent local streets or at any other location along Jade Trail North.

All construction parking, and loading and unloading of equipment and supplies must be completed interior to the site and is not allowed to occur within any public right-of-way without a right-of-way obstruction permit.

15. CONSTRUCTION SEQUENCE AND COMPLIANCE. The City will require the Developer to construct the Subdivision Improvements in a sequence which will allow progress and compliance points to be measured and evaluated. The Developer and the Developer's representatives are required to supervise and coordinate all construction activities for all Subdivision Improvements and must notify the City in writing stating when the work is ready for the inspection at each of the measurable points defined in the following paragraphs.

16. EROSION CONTROL. All construction regarding the Subdivision Improvements shall be completed in a manner designed to control erosion and in compliance with the City Code, the

City's Engineering Design and Construction Standards Manual, all watershed district permits, the Minnesota Pollution Control Agency's best management practices, and other requirements including the City's permit with the Minnesota Pollution Control Agency for the municipal separate storm sewer system program. Prior to initiating any work on the site, an erosion control plan must be implemented by the Developer and inspected and approved by the City. Erosion and sediment control measures shall be coordinated with the various stages of development. The City may impose additional erosion control requirements at any stage in development as deemed necessary to maintain a compliant site. All areas disturbed for site improvements must be reseeded by the Developer promptly after the work in the area is complete unless construction of the next stage of the improvements will begin in that area within seven days. The parties recognize that time is of the essence in controlling erosion.

If the Developer does not comply with the erosion control plan and schedule or supplementary instructions received from the City, the City may take such action as it deems appropriate to control erosion. The City will endeavor to notify the Developer in advance of any proposed action, but failure of the City to do so will not affect the Developer's and City's rights or obligations hereunder. If the Developer does not reimburse the City for any cost the City incurred for such work within 10 days, the City may draw down the Security to pay any costs. No development, utility, or street construction will be allowed and no building permits will be issued by the City unless the Subdivision is in full compliance with the approved erosion control plan.

If building permits are issued prior to the acceptance of public Subdivision Improvements, the Developer assumes all responsibility for erosion control compliance throughout the Subdivision and the City may take such action as allowed by this Agreement against the Developer for any noncompliant issue as stated above. Erosion control plans for individual lots will be required in accordance with the City's building permit requirements, or as required by the City or City Engineer.

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

18. STREET AND UTILITY IMPROVEMENTS. All storm sewers, sanitary sewers, and watermain improvements, shall be installed in accordance with the approved Plans, the City approvals, the City Code, and the City’s Engineering Design and Construction Standards Manual. Once the work is completed, the Developer or the Developer’s representative shall submit a written request to the City asking for an inspection of the initial improvements. The City will then schedule a walk-through to create a punch list of outstanding items to be completed. Upon receipt of the written punch list provided by the City, the punch list items must be completed by the Developer and the City notified to re- inspect the improvements.

19. LANDSCAPING AND TREE REPLACEMENT IMPROVEMENTS.

- A. The Developer agrees to install landscaping in accordance with the approved Plans, the City approvals, the City Code, the City’s Engineering Design and Construction Standards Manual, and the City’s Landscape and Irrigation Standards. All landscaping materials such as trees, shrubs, grasses, or other vegetation installed by the Developer must be warrantied and maintained for a period of two years. The two year warranty period shall be deemed to start once all required landscaping identified as responsibility of Developer in the approved Plans has received acceptance by the City. The Developer agrees to have the installer of the landscaping complete an inspection 30 days prior to the end of the two year warranty period and provide the City with a written report identifying the

condition of all landscaping. In the event any landscaping installed by the Developer is deemed to be in poor condition or dead, the Developer is to replace the landscaping with like kind materials or as otherwise approved by the City.

- B. The Developer shall be responsible for maintaining regular watering, fertilizing, and over-seeding necessary to establish final lawns and yards as identified in the approved Plans for outlots, public rights-of-way, and any disturbed areas outside the Subdivision boundaries according to a landscape maintenance plan approved by the City. The Developer agrees to achieve “substantial performance” on all seeded or sodded areas disturbed during the construction of Subdivision Improvements. For the purpose of this Agreement “substantial performance” shall be defined for areas seeded or sodded with a turf or lawn mix as “square foot turf areas with an average blade height of three inches free of eroded, bare, or dead spots and free from perennial weeds or unwanted grasses with no visible surface soil.” For areas seeded with a native grass or flower mix “substantial performance” shall be defined as “square foot native grass or flower areas with an average height of eight inches free of eroded, bare, or dead spots and no visible surface soil.”

20. SIGNAGE, STREET LIGHTING, AND OTHER UTILITIES. The Developer agrees to install street signs, traffic and parking signs, and pavement markings within the Subdivision all in accordance with the approved Plans and the City Engineering Design Standards Manual. Street and traffic sign details shall be submitted by the Developer to the City for approval prior to installation. In addition, the Developer shall be responsible for the cost and all coordination work to extend private utilities along with street lighting within the Subdivision all in accordance with the approved plans and right-of-way permits.

21. OWNERSHIP OF IMPROVEMENTS. Upon completion of the work and construction

required by this Agreement, the Subdivision Improvements lying within public easements shall become City property. Prior to acceptance of the public Subdivision Improvements by the City, the Developer must furnish the City with a complete set of reproducible "record" plans and an electronic file of the "record" plans in accordance with the City's Engineering Design and Construction Standards Manual together with the following affidavits:

- Developer/Developer Engineer's Certificate
- Land Surveyor's Certificate

certifying that all construction has been completed in accordance with the terms of this Agreement. All necessary forms will be furnished by the City. Upon receipt of "record plans" and affidavits, and upon review and verification by the City Engineer that the public Subdivision Improvements have been completed in accordance with the terms of this Agreement, the City Engineer will accept the completed public Subdivision Improvements.

22. PARK DEDICATION. The Developer shall pay a cash contribution of \$6,930 in satisfaction of the City's park dedication requirements. The amount of the cash contribution was calculated as follows: 1.54 acres at \$4,500 per acre.

23. SANITARY SEWER AND WATER UTILITY AVAILABILITY CHARGES (SAC AND WAC). The Developer shall be responsible for the payment of all sewer availability charges (SAC) and all water availability charges (WAC) with respect to the Subdivision Improvements required by the City and any state or metropolitan government agency.

The sewer availability charge (SAC) in the amount of \$3,000.00 per REC shall be payable and collected by the City at the time the building permit is issued for the building.

The water availability charge (WAC) in the amount of \$3,000.00 per REC shall payable and collected by the City at the time the building permit is issued for the building.

In addition, a sewer connection charge in the amount of \$1,000.00 per REC, a Metropolitan Council sewer availability charge in the amount of \$2,485.00 per REC, and a water

connection charge in the amount of \$1,000.00 per REC will be payable by the Developer and collected by the City at the time the building permit is issued for the building.

24. BUILDING PERMITS/CERTIFICATES OF OCCUPANCY.

- A. No building permit shall be issued for any lot within the Subdivision, or within a completed phase of the Subdivision in a City preapproved phasing plan, until such time that sanitary sewer, water, storm sewer are installed and grading as-built plans have been submitted and approved by the City. A “preapproved phasing plan” is defined as a phased construction plan that has been submitted by the Developer and approved by the City in advance of the preconstruction meeting for the Subdivision. Once the construction has started, the City will not consider revisions to the phasing plan for the purpose of issuing building permits.
- B. Breach of the terms of this Agreement by the Developer, including nonpayment of billings from the City, shall be grounds for denial of building permits, certificates of occupancy, and withholding of other permits, inspections, or actions and the halting of all work in the Subdivision.
- C. If building permits are issued prior to the acceptance of the public Subdivision Improvements by the City, the Developer assumes all liability and costs resulting in delays in completion of public Subdivision Improvements and damage to public Subdivision Improvements caused by the City, the Developer, the Developer’s contractors, subcontractors, materialmen, employees, agents, or any third parties.
- D. No sewer and water connection permits may be issued until the streets needed for access have been paved with a bituminous surface and the utilities are tested and approved by the City Engineer.

25. RESPONSIBILITY FOR COSTS.

- A. In the event that the City receives claims from labor, materialmen, or others that work

required by this Agreement has been performed and the amounts due to them have not been paid, and the laborers, materialmen, or others are seeking payment from the City, the Developer hereby authorizes the City to commence an Interpleader action pursuant to Rule 22, Minnesota Rules of Civil Procedure for the District Courts, to draw upon the Security in an amount up to 125 percent of the claim(s) and deposit the funds in compliance with the Rule, and upon such deposit, the Developer shall release, discharge, and dismiss the City from any further proceedings as it pertains to the funds deposited with the District Court, except that the Court shall retain jurisdiction to determine attorneys' fees pursuant to this Agreement.

- B. Except as otherwise specified herein, the Developer shall pay all costs incurred by it or the City in conjunction with the development of the Subdivision, including but not limited to legal, planning, engineering, and inspection expenses incurred in connection with the City's approval and acceptance of the plat and the Subdivision, the preparation of this Agreement, the City's review of construction plans and documents, and all costs and expenses incurred by the City in monitoring and inspecting development of the Subdivision. All amounts incurred and due to the City at the time of the recording of the final plat must be fully paid by the Developer prior to the City executing and releasing the final plat for recording.
- C. The Developer shall hold the City and its officials, employees, and agents harmless from claims made by itself and third parties for damages sustained or costs incurred resulting from the City's approval of the plat and the development of the Subdivision. The Developer shall indemnify the City and its officials, employees, and agents for all costs, damages, or expenses which the City may pay or incur in consequence of such claims, including attorneys' fees.
- D. The Developer shall reimburse the City for costs incurred in the enforcement of this Agreement, including reasonable engineering and attorneys' fees.

The Developer shall pay, or cause to be paid when due, and in any event before any penalty is attached, all special assessments referred to in this Agreement. This is a personal obligation of the Developer and shall continue in full force and effect even if the Developer sells the Property, or any portion of it.

The Developer shall pay in full all bills submitted to it by the City for obligations incurred under this Agreement within 30 days after receipt. Bills not paid within 30 days shall be assessed a late fee per the City adopted fee schedule. Upon request, the City will provide copies of detailed invoices of the work performed by the City and its consultants.

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

- A. Implementation of the recommendations listed in the August 2, 2018, Engineering memorandum.
- B. The Developer must obtain a sign permit from the City Building Official prior to installation of any subdivision identification signs.

27. MISCELLANEOUS.

- A. The Developer may not assign this Agreement without the written permission of the City Council. The Developer's obligations hereunder shall continue in full force and effect even if the Developer sells one or more lots, the entire Property, or any portion of it.
- B. Retaining walls that require a building permit shall be constructed in accordance with plans and specifications prepared by a professional engineer licensed by the State of Minnesota. Following construction, a certification signed by the design engineer shall be filed with the City Engineer evidencing that the retaining wall was constructed in accordance with the approved Plans. All retaining walls identified on the Plans or by special conditions referred to in this Agreement shall be constructed

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

- C. Legal documents regarding any covenants, easements, or restrictions that will apply to the Property shall be submitted to the City prior to recording of the final plat for review and approval by the City Attorney.
- D. The Developer shall take out and maintain or cause to be taken out and maintained until six months after the City has accepted the public Subdivision Improvements, public liability and property damage insurance covering personal injury, including death, and claims for property damage which may arise out of Developer's work or the work of its subcontractors or by one directly or indirectly employed by any of them.

Limits for bodily injury and death shall be not less than \$500,000 for one person and \$1,500,000 for each occurrence; limits for property damage shall be not less than \$200,000 for each occurrence; or a combination single limit policy of \$1,500,000 or more. The City shall be named as an additional insured on the policy, and the Developer shall file with the City a certificate of insurance evidencing coverage prior to the City signing the plat. The certificate shall provide that the City must be given 30 days' advance written notice of the cancellation of the insurance.

- E. Third parties shall have no recourse against the City under this Agreement.
- F. If any portion, section, subsection, sentence, clause, paragraph, or phrase of this Agreement is for any reason held invalid, such decision shall not affect the validity of the remaining portion of this Agreement.
- G. The action or inaction of the City shall not constitute a waiver or amendment to the provisions of this Agreement. To be binding, amendments or waivers shall be in writing, signed by the parties and approved by written resolution of the City Council.

The City's failure to promptly take legal action to enforce this Agreement shall not be a waiver or release.

- H. This Agreement shall run with the land and may be recorded against the title to the Property at the Developer's expense. The Developer covenants with the City, its successors and assigns, that the Developer has fee title to the Property being final platted and has obtained consents to this Agreement, in the form attached hereto, from all parties who have an interest in the Property, including, but not limited to, mortgagees; that there are no unrecorded interests in the Property being final platted; and that the Developer will indemnify and hold the City harmless for any breach of the foregoing covenants.
- I. Each right, power, or remedy herein conferred upon the City is cumulative and in addition to every other right, power, or remedy, express or implied, now or hereafter arising, available to City, at law or in equity, or under any other agreement, and each and every right, power, and remedy herein set forth or otherwise so existing may be exercised from time to time as often and in such order as may be deemed expedient by the City and shall not be a waiver of the right to exercise at any time thereafter any other right, power, or remedy.
- J. The Developer represents to the City that the Subdivision and the Subdivision Improvements comply or will comply with all City, County, metropolitan, state, and federal laws and regulations, including but not limited to: subdivision ordinances, zoning ordinances, and environmental regulations. If the City determines that the Subdivision is not in compliance, the City may, at its option, refuse to allow construction or development work in the Subdivision until it is brought into compliance. Upon the City's demand, the Developer shall cease work until there is compliance.

28. EVENTS OF DEFAULT. The following shall be "Events of Default" under this

Agreement and the term "Event of Default" shall mean, whenever it is used in this Agreement, any one or more of the following events:

- A. Subject to unavoidable delays, failure by the Developer to commence and complete construction of the public Subdivision Improvements pursuant to the terms, conditions and limitations of this Agreement.
- B. Failure by the Developer to substantially observe or perform any material covenant, condition, obligation or agreement on its part to be observed or performed under this Agreement.

29. REMEDIES ON DEFAULT. Whenever any Event of Default occurs, the City, subject to any rights of third parties agreed to by the City pursuant to this Agreement, or otherwise by written, executed instrument of the City, may take any one or more of the following:

- A. The City may suspend its performance under the Agreement until it receives assurances from the Developer, deemed adequate by the City, that Developer will cure its default and continue its performance under the Agreement. Suspension of performance includes the right of the City to withhold permits including, but not limited to, building permits.
- B. The City may initiate such action, including legal or administrative action, as is necessary for the City to secure performance of any provision of this Agreement or recover any amounts due under this Agreement from the Developer, or immediately draw on the Security, as set forth in this Agreement.

30. ENFORCEMENT BY CITY; DAMAGES. The Developer acknowledges the right of the City to enforce the terms of this Agreement against the Developer, by action for specific performance or damages, or both, or by any other legally authorized means. In the event of a default by the Developer as to construction or repair of any of the Subdivision Improvements or any other work or undertaking required by this Agreement, the City may, at its option, perform the

work and the Developer shall promptly reimburse the City for any expense incurred by the City. This Agreement is a license for the City to act, and it shall not be necessary for the City to seek an order from any court for permission to enter the Subdivision for such purposes. If the City does such work, the City may, in addition to its other remedies, levy special assessments against the land within the Subdivision to recover the costs thereof. For this purpose, the Developer, for itself and its successors and assigns, expressly waives any and all procedural and substantive objections to the special assessments, including, but not limited to, hearing requirements, and any claim that the assessments exceed the benefit to the land so assessed. The Developer, for itself and its successors and assigns, also waives any appeal rights otherwise available pursuant to Minnesota Statutes Section 429.081.

The Developer also acknowledges that its failure to perform any or all of the Developer's obligations under this Agreement may result in substantial damages to the City; that in the event of default by the Developer, the City may commence legal action to recover all damages, losses, and expenses sustained by the City; and that such expenses may include, but are not limited to, the reasonable fees of legal counsel employed with respect to the enforcement of this Agreement.

31. WARRANTY. During the warranty period, the Developer warrants that all Subdivision Improvements will be free from defects and that they will continue to meet all technical specifications and standards. During the warranty period, the Developer agrees to repair or replace any Subdivision Improvement, or any portion or element thereof, which shows signs of failure, normal wear and tear excepted. If the Developer fails to repair or replace a defective Subdivision Improvement during the warranty period, the City may repair or replace the defective portion and may use the Security to reimburse itself for such costs. The Developer agrees to reimburse the City fully for the cost of all Subdivision Improvement repair or replacement if the cost thereof exceeds the remaining amount of the Security. Such reimbursement must be made within 45 days of the date upon which the City notifies the Developer of the cost due under this

paragraph. The Developer hereby agrees to permit the City to specially assess any unreimbursed costs against the Subdivision if the Developer fails to make required payments to the City. The Developer, on behalf of itself and its successors and assigns, acknowledges the benefit to the Subdivision of the repair or replacement of the Subdivision Improvements and hereby consents to such assessment and waives the right to a hearing or notice of hearing or any appeal thereon under Minnesota Statutes, Chapter 429.

- A. The required warranty period for all work relating to the public sewer and water shall be two years from the date of final written City acceptance of the work.
- B. The required warranty period for sod, trees, and landscaping is two years from the date of final written City acceptance of the installation.

32. SUMMARY OF SECURITY REQUIREMENTS. To guarantee compliance with the terms of this Agreement, payment of special assessments, payment of the costs of all public Subdivision Improvements, and construction of all public Subdivision Improvements, the Developer shall furnish the City with an irrevocable letter of credit or a cash escrow or a combination of a cash escrow and letter of credit (the "Security") in the amount of \$66,543.75. The bank originating the letter of credit shall be determined by the City to be solvent and creditworthy. The letter of credit shall substantially be in the form attached to this Agreement and must be approved by the City. The amount of the Security was calculated as itemized on **Exhibit C**. If at any time the City reasonably determines that the bank issuing the letter of credit no longer satisfies the City's requirements regarding solvency and creditworthiness, the City shall notify the Developer and the Developer shall provide to the City within 45 days a substitute for the letter of credit from another bank meeting the City's requirements. If the Developer fails to provide the City within 45 days with a substitute letter of credit from an issuing bank satisfactory to the City, the City may draw under the existing letter of credit.

This breakdown is for historical reference; it is not a restriction on the use of the Security.

The City may draw down the Security, without notice, for any violation of the terms of this Agreement or if the Security is allowed to lapse prior to the end of the required term. If the required public Subdivision Improvements are not completed at least 30 days prior to the expiration of the Security, the City may also draw it down. If the Security is drawn down, the proceeds shall be used by the City to cure the default.

33. REDUCTION OF SECURITY. Upon written request by the Developer and upon receipt of proof satisfactory to the City Engineer that work has been completed in accordance with the approved Plans and the terms of this Agreement and that all financial obligations to the City have been satisfied, the City Engineer may approve reductions in the Security in the following instances:

- A. Upon completion of grading operations, including temporary site restoration. The Developer must submit an as-built grading survey to the City that at a minimum establishes the as-built grades at all lot corners and downstream drainage conveyance systems and storm water ponds. Upon inspection of the site and approval of the as-built survey by the City, 100 percent, or \$12,250, of the Security associated with grading and erosion control may be released. This Security reduction does not include amounts related to erosion and sedimentation control.
- B. Up to 75 percent of the Security associated with the itemization on **Exhibit C** may be released upon completion of the following key milestones of the project as determined by the City Engineer:
 - 1. Construction Categories 2 and 3: The amount of \$21,328.13 may be released when all sanitary sewer and watermain utilities have been installed, all testing and televising has been successfully completed, sanitary sewer as-built inverts have been verified, and the utilities are considered ready for use by the City Engineer.
 - 2. Construction Category 4: The amount of \$8,906.25 may be released when

landscaping Subdivision Improvements have been installed to the satisfaction of the City including all corrective work for any identified punch list items.

3. Construction Categories 5 and 6: The amount of \$6,735.94 may be released when all remaining Developer's obligations under this Agreement have been completed including: (1) iron monuments for lot corners have been installed, if required; (2) all financial obligations to the City satisfied; (3) the required "record" plans in the form of the City standards have been received and approved by the City; and (5) the public Subdivision Improvements are accepted by the City Engineer and the City Council.

- C. Twenty-five percent of the original Security amount, excluding grading and landscaping improvements shall be retained until: (1) all Subdivision Improvements have been fully completed and accepted by the City, including all corrective work and warranty punch list items; (2) all financial obligations to the City have been satisfied; and (3) the warranty period has expired.
- D. Twenty-five percent of the original Security amount associated with landscaping shall be retained by the City until: (1) all landscaping Subdivision Improvements have been fully completed and accepted by the City, including all corrective work and warranty punch list items being completed by the Developer; (2) all financial obligations to the City have been satisfied; and (3) the warranty period has expired.
- E. It is the intent of the parties that the City at all times have available to it Security in an amount adequate to ensure completion of all elements of the Subdivision Improvements and other obligations of the Developer under this Agreement, including fees or costs due to the City by the Developer. To that end and notwithstanding anything herein to the contrary, all requests by the Developer for a reduction or release of the Security shall be evaluated by the City in light of that principle.

34. SUMMARY OF SECURITY REQUIREMENTS. The following is a summary of the

security requirements under this Agreement which must be paid to the City prior to recording the final plat:

Park Dedication:	\$6,930
Special Assessments Due:	\$0
City Engineering Administration Escrow:	\$10,000
TOTAL CASH REQUIREMENTS:	\$16,930

35. NOTICES. Required notices to the Developer shall be in writing, and shall be either hand delivered to the Developer, its employees or agents, or mailed to the Developer by certified mail at the following address: 9568 Hillingdon Road, Woodbury, MN 55125. Notices to the City shall be in writing and shall be either hand delivered to the City Administrator, or mailed to the City by certified mail in care of the City Administrator at the following address: Lake Elmo City Hall, 3880 Laverne Avenue N, Suite 101, Lake Elmo, Minnesota 55042.

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

37. COMPLIANCE WITH LAWS. The Developer agrees to comply with all laws, ordinances, regulations, and directives of the state of Minnesota and the City applicable to the Subdivision. This Agreement shall be construed according to the laws of the Minnesota.

38. SEVERABILITY. In the event that any provision of this Agreement shall be held invalid, illegal, or unenforceable by any court of competent jurisdiction, such holding shall pertain only to such section and shall not invalidate or render unenforceable any other provision of this Agreement.

39. NON-WAIVER. Each right, power, or remedy conferred upon the City by this Agreement is cumulative and in addition to every other right, power, or remedy, express or implied, now or hereafter arising, or available to the City at law or in equity, or under any other agreement. Each and every right, power, and remedy herein set forth or otherwise so existing may be exercised

from time to time as often and in such order as may be deemed expedient by the City and shall not be a waiver of the right to exercise at any time thereafter any other right, power, or remedy. If either party waives in writing any default or nonperformance by the other party, such waiver shall be deemed to apply only to such event and shall not waive any other prior or subsequent default.

40. COUNTERPARTS. This Agreement may be executed simultaneously in any number of counterparts, each of which shall be an original and shall constitute one and the same Agreement.

CITY OF LAKE ELMO

By: _____
Mike Pearson
Its: Mayor

By: _____
Julie Johnson
Its: City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF WASHINGTON)

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by Mike Pearson and Julie Johnson, the Mayor and City Clerk, respectively, of the City of Lake Elmo, a Minnesota municipal corporation, on behalf of the corporation and pursuant to the authority granted by its City Council.

NOTARY PUBLIC

SHAMSI, LLC

By: _____

Its: _____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____, day of _____, 20__, by _____, the _____ of Shamsi, LLC, a Florida limited liability company on behalf of the company.

NOTARY PUBLIC

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

**FEE OWNER CONSENT TO
DEVELOPMENT AGREEMENT**

_____, fee owners of all or part of the subject property, the development of which is governed by the foregoing Development Agreement, affirm and consent to the provisions thereof and agree to be bound by the provisions as the same may apply to that portion of the subject property owned by them.

Dated this _____ day of _____, 2_____.

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 20____.

NOTARY PUBLIC

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

**MORTGAGEE CONSENT TO
DEVELOPMENT AGREEMENT**

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

Dated this _____ day of _____, 2_____.

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____.

NOTARY PUBLIC

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

**CONTRACT PURCHASER CONSENT TO
DEVELOPMENT AGREEMENT**

_____,
which/who has a contract purchaser's interest in all or part of the Property, the development of which is governed by the foregoing Development Agreement, hereby affirms and consents to the provisions thereof and agrees to be bound by the provisions as the same may apply to that portion of the Property in which there is a contract purchaser's interest.

Dated this ____ day of _____, 20____.

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____,
20____, by _____.

NOTARY PUBLIC

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

**EXHIBIT A TO
DEVELOPMENT AGREEMENT**

Legal Description of Property Being Final Platted

Outlot A, Boulder Ponds, according to the recorded plat thereof, Washington County, Minnesota

EXHIBIT B TO DEVELOPMENT AGREEMENT

List of Plan Documents

The following documents prepared by Civil Site Group constitute the Plans:

THOSE DOCUMENTS BY

AS FOLLOWS:

<u>SHEET</u>	<u>TITLE</u>	<u>REVISION DATE</u>
C0 of 11	Title Sheet	
V1	Site Survey	
C1	Removals Plan	
C2	Site Plan	
C3	Grading Plan	
C4	Utility Plan	
L1	Landscape Plan	
SW1.0	SWPPP Existing Conditions	
SW1.1	SWPPP Proposed Conditions	
SW1.2	SWPPP Details	
SW1.3	SWPPP Narrative	

**EXHIBIT C TO
DEVELOPMENT AGREEMENT**

Subdivision Improvements Cost/Security Amount Estimate

<u>CONSTRUCTION CATEGORY</u>	<u>COST</u>	<u>125 percent</u>
1 <u>Grading and Erosion and Sedimentation Control</u>	\$9,800	\$12,250
2 <u>Watermain</u>	\$22,750	\$28,437.50
3 <u>Storm Sewer (includes pond structures and outfall pipes)</u>	\$0	\$0
4 <u>Landscaping Improvements</u>	\$9,500	\$11,875
5 <u>Monuments</u>	\$1,000	\$1,250
6 <u>Erosion and Sedimentation Control</u>	\$6,185	\$7,731.25
7 <u>Developer's Record Drawings</u>	\$4,000	\$5,000
<u>TOTALS</u>	\$53,235	\$66,543.75

FORM OF IRREVOCABLE LETTER OF CREDIT

No. _____

Date: _____

TO: City of Lake Elmo

Dear Sir or Madam:

We hereby issue, for the account of _____ (Name of Developer) and in your favor, our Irrevocable Letter of Credit in the amount of \$_____ available to you by your draft drawn on sight on the undersigned bank.

The draft must:

- a) Bear the clause, "Drawn under Letter of Credit No. _____, dated _____, 20____, of (Name of Bank)" _____;
- b) Be signed by the Mayor or City Administrator of the City of Lake Elmo.
- c) Be presented for payment at _____ (Address of Bank), on or before 4:00 p.m. on November 30, 20____.

This Letter of Credit shall automatically renew for successive one-year terms unless, at least forty-five (45) days prior to the next annual renewal date (which shall be November 30 of each year), the Bank delivers written notice to the Lake Elmo City Administrator that it intends to modify the terms of, or cancel, this Letter of Credit. Written notice is effective if sent by certified mail, postage prepaid, and deposited in the U.S. Mail, at least forty-five (45) days prior to the next annual renewal date addressed as follows: City Administrator, City Hall, 3800 Laverne Ave. N. Lake Elmo Minnesota 55042 and is actually received by the City Administrator at least thirty (30) days prior to the renewal date.

This Letter of Credit sets forth in full our understanding which shall not in any way be modified, amended, amplified, or limited by reference to any document, instrument, or agreement, whether or not referred to herein.

This Letter of Credit is not assignable. This is not a Notation Letter of Credit. More than one draw may be made under this Letter of Credit.

This Letter of Credit shall be governed by the most recent revision of the Uniform Customs and Practice for Documentary Credits, International Chamber of Commerce Publication No. 500.

We hereby agree that a draft drawn under and in compliance with this Letter of Credit shall be duly honored upon presentation.

BY: _____

Its _____

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

RESOLUTION NO. 2018-101

*A RESOLUTION APPROVING THE DEVELOPER'S AGREEMENT FOR GROWING
EXPLORERS*

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

WHEREAS, Shamsi, LLC, 9568 Hillington Road, Woodbury, MN 55125 ("Applicant") has previously submitted an application to the City of Lake Elmo ("City") for a Final Plat for Growing Explorers; and

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

WHEREAS, The Lake Elmo City Council adopted Resolution No. 2018-099 on September 4, 2018 approving the Final Plat for Growing Explorers; and

WHEREAS, A condition of said Resolution No. 2018-099 establishes that, prior to the execution of the Final Plat by City officials, the Applicant is to enter into a Developer's Agreement with the City; and

WHEREAS, the Applicant and City have agreed to enter into such a contract, and a copy of the Developer's Agreement was submitted to the City Council for consideration at its September 4, 2018 meeting.

NOW, THEREFORE, based on the information received, the City Council of the City of Lake Elmo does hereby approve the Developer's Agreement for Growing Explorers and authorizes the Mayor and City Clerk to execute the document.

Passed and duly adopted this 4th day of September, 2018 by the City Council of the City of Lake Elmo, Minnesota.

Mike Pearson, Mayor

ATTEST:

Julie Johnson, City Clerk



STAFF REPORT

DATE: September 4, 2018

REGULAR

ITEM #: 14

MOTION

TO: City Council
FROM: Ben Prchal, City Planner
AGENDA ITEM: Lions Park – 45th Parallel Marker
REVIEWED BY: Kristina Handt – City Administrator

BACKGROUND:

During the development and renovation of Lions Park it was brought to light that the field was very close to the 45th parallel latitude line. Knowing this, the field was moved so that home plate and the first base line would directly line up with the 45th line. Having moved the field to ensure that this was possible, it had seemed appropriate to place a marker ensuring the efforts and significance were not forgotten.

ISSUE BEFORE THE COUNCIL:

The Council is being asked to provide comment and final approval on the Parks Commission recommendation of the 45th parallel marker at Lions Park.

PROPOSAL:

Planning Commission member Kathy Weeks and resident Jay Knutson have been working with Eric Mayne, owner of Livingstone Concrete Design to create a template for us to review. Livingstone Concrete produces high end, heavily durable specialty concrete and custom made material for countertops, furniture, sinks, etc. There were three options presented to the Parks Commission. One option would be built directly into the concrete walking path for the field (Option A) and the other two of the options were between the field and the asphalt walking path (Option B and C). Accompanying the marker would be a sign, which would be produced at no cost by Weeks-end Signs. The content of the sign would be informational in nature, providing a description of why it is there and the significance of the 45th with the field.

FISCAL IMPACT:

There is expected to be a fiscal impact.
Informational sign – No cost (Donation by Weeks Family)
Marker – \$1,000 (estimated for material and install)

There were two funding mechanisms presented to the Parks Commission

Option 1:

Use park dedication funds for the project. Based off the last discussion on the 2019 CIP, at a minimum there will be \$562,704 in the account at the beginning of the New Year. The total of all the projects for 2019 is expected to be \$337,000 (Pebble Imp., Sunfish Imp., and New Park Development). This leaves the fund with \$225,704 remaining in the account. The expected cost of \$1,000 would not significantly impact the account.

Option 2:

Use funds from the sign advertisement program at the park. As of now, the revenue generated from the program has already been earmarked for improvements. However, if the commission does not mind waiting a year for the proposed project, next year's funds could be use.

OPTIONS:

- 1) Motion to approve the project with park dedication funds
- 2) Motion to approve the project with next year's sign funds
- 3) Motion for denial unless donations can be obtained to cover the cost
- 4) Motion to deny the project

RECOMMENDATION AND STAFF COMMENTS:

Parks Commission Comments:

The Parks Commission is recommending that the Council approve funding for Option C. However, the commission would like to see a wooden post placed on the edge of the pad (centered) near the sidewalk which would hold the sign. Their motion was "Motion to recommend pouring the concrete marker with stamping, from the asphalt sidewalk to concrete sidewalk, matching the grade as well as adding a cedar post for mounting a sign" Passed 4-2. The stamping was added for a decorative touch which staff is in support of. (Option C)

Staff Comments:

Out of the options presented, staff is inclined to follow the recommendation of the Parks Commission with the exception of the sign on the wooden post. Staff is under the impression that the marker is capable of standing on its own. Though the sign would provide value in that it is informational, it may detract from the marker due to its placement. Perhaps the Council would like to consider a similar sign imbedded in the concrete.

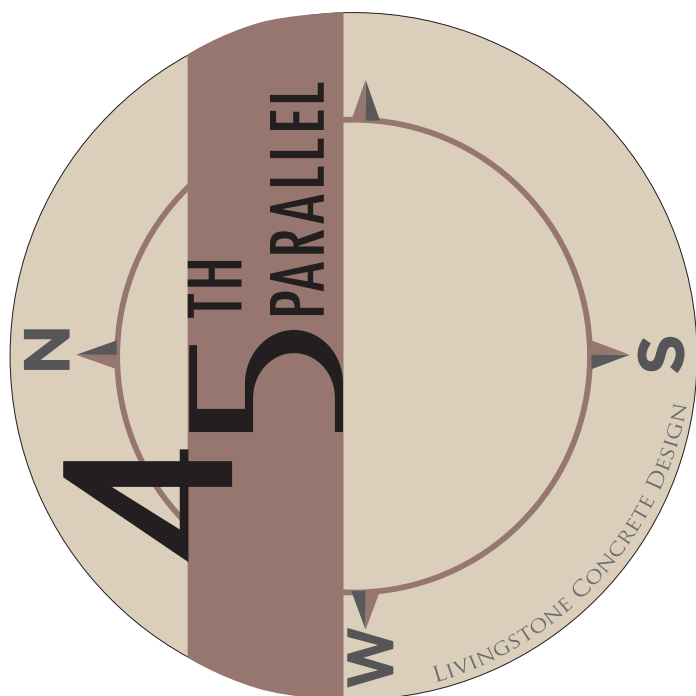
The Commission, by general consensus would like to use funds generated from the sign program at Lions to fund the project.

"Motion to approve funding for the 45th parallel marker as recommended by the Parks Commission"

ATTACHMENTS:

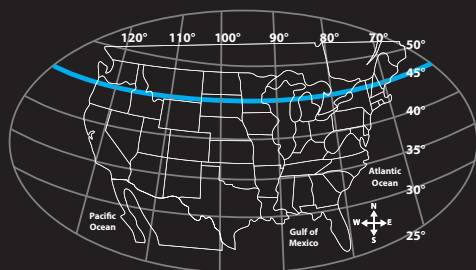
- Design proposals A, B, or C.
 - Write up describing Livingstone and informational sign.

27" in Diameter disc - cast specialty concrete - flush mounted into existing concrete gallery.



OPTION A

12" x 18" framed polycarb. protected sign Mounted on backfield fence.



45th PARALLEL

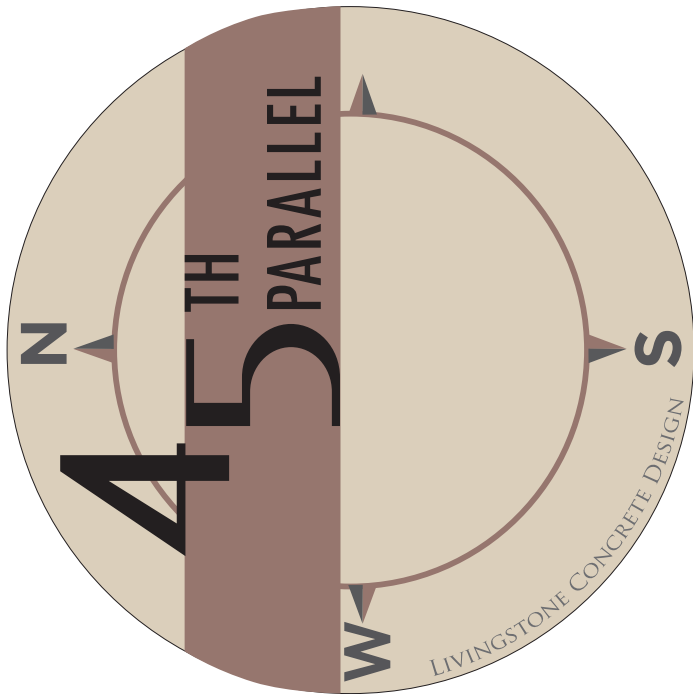
The 45th Parallel is halfway between the Equator and the North Pole.

The 45th Parallel of North Latitude on the surface of the earth passes directly through this marker. It is an East and West line which is midway between the Equator and the North Pole.

On this ball field home plate, first base, the first baseline, and the right-field foul line and pole are located precisely on the 45th parallel.

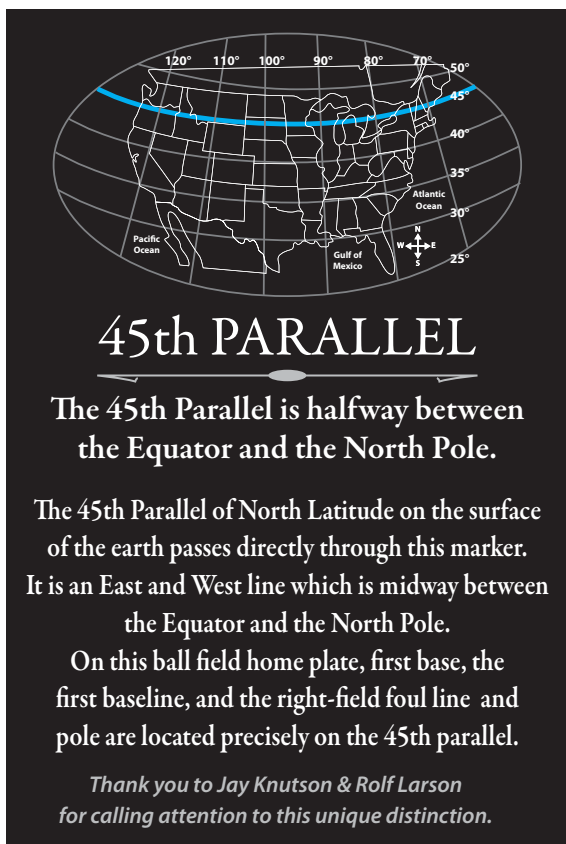
Thank you to Jay Knutson & Rolf Larson for calling attention to this unique distinction.

27" in Diameter disc - cast specialty concrete - flush mounted into a concrete pad constructed in the grass strip between the walking path and concrete gallery.

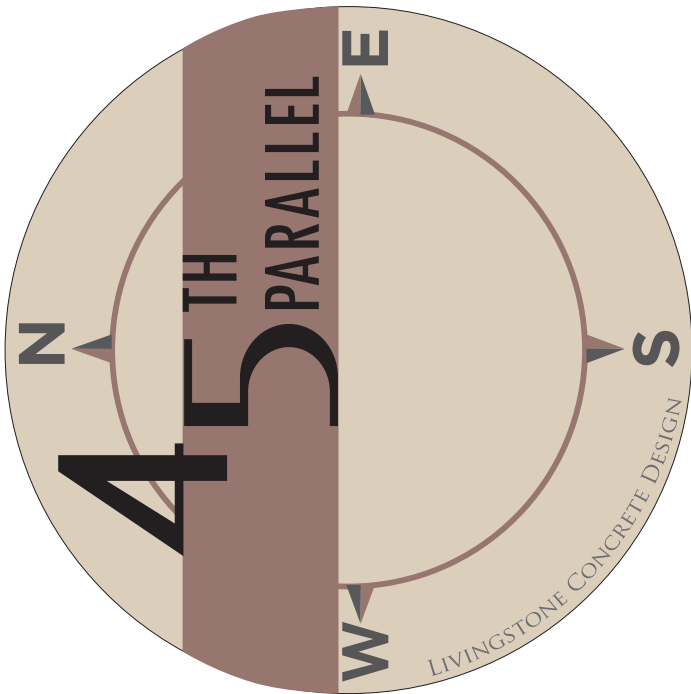


OPTION B

12" x 18" framed polycarb. protected sign Mounted on post.

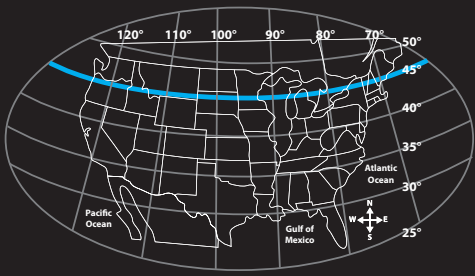


27" in Diameter disc - cast specialty concrete - flush mounted into a concrete pad constructed in the grass strip between the walking path and concrete gallery.



OPTION C

12" x 18" framed polycarb. protected sign Mounted on post.



45th PARALLEL

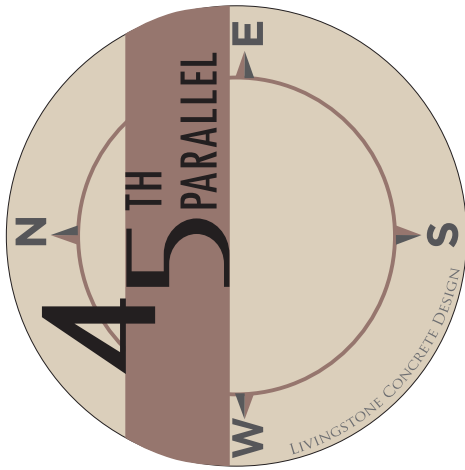
The 45th Parallel is halfway between the Equator and the North Pole.

The 45th Parallel of North Latitude on the surface of the earth passes directly through this marker. It is an East and West line which is midway between the Equator and the North Pole.

On this ball field home plate, first base, the first baseline, and the right-field foul line and pole are located precisely on the 45th parallel.

Thank you to Jay Knutson & Rolf Larson for calling attention to this unique distinction.





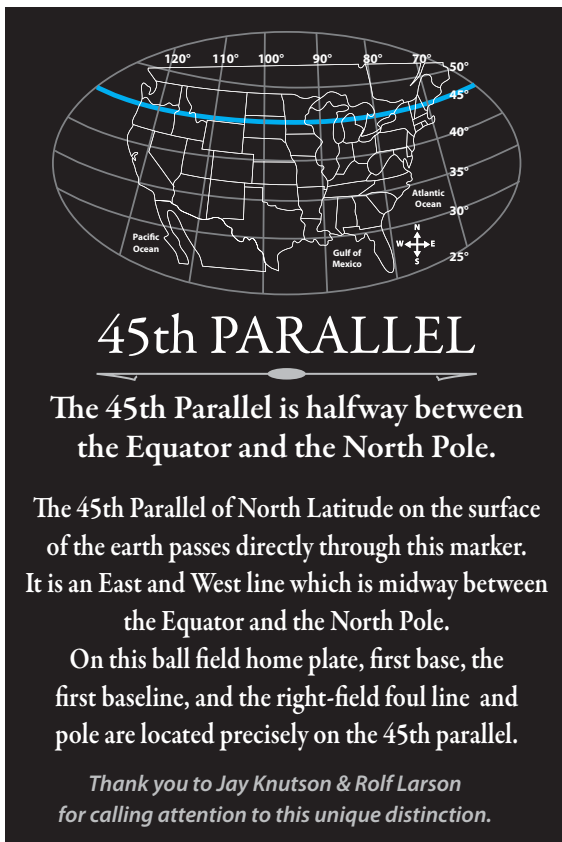
This disc will be either flush mounted into the existing concrete gallery (Option A) or flush mounted into a concrete pad constructed in the grass strip between the Laverne Ave. path and the existing concrete gallery (Option B)

Eric Mayne, owner of Livingstone Concrete Design (a local Lake Elmo Company) has been working with Kathy Weeks, owner of Weeks-End Signs to create and produce a unique marker for the 45th Parallel marker for placement in Lions Park. The concept is a 27" in Diameter disc produced of cast specialty concrete.

Eric and Livingstone Concrete Design produce high end, heavily durable specialty concrete and custom made material for countertops, furniture, sinks, etc.

If you'd like to see a video of how this product is made, please go to:
Livingstoneconcretedesign.com

12" x 18" framed polycarb. protected sign



This sign will accompany the concrete marker disc to describe the 45th Parallel significance.

Weeks-End Signs will produce this sign of sturdy aluminum or steel panel and frame. The globe graphic and text info. will be reverse mounted vinyl graphics directly onto a clear polycarb./Lexan panel to make it highly protected from weather and vandalism.



STAFF REPORT

DATE: September 4, 2018

REGULAR

ITEM #: 15

MOTION

TO: City Council
FROM: Ben Prchal, City Planner
AGENDA ITEM: Capital Improvements – Tablyn Park
REVIEWED BY: Kristina Handt, Administrator

BACKGROUND:

Based off the scheduled capital improvements the Planning and Public Works department would like to begin procedure of executing the outlined improvements for Tablyn Park. The Parks commission had a chance to review the capital improvements for the park on January 7th 2018 and later revisited the topic to further address the need for parking.

Recommendations from the January 7th 2018 meeting were to:

- Remove the basketball court and replace with parking
- Move the swing set/play area down the hill

Since then the recommendations have changed significantly and are outlined below.

ISSUES BEFORE CITY COUNCIL:

Does the Council support the recommendation of the Parks Commission for Tablyn Park Improvements?

PROPOSAL DETAILS/ANALYSIS:

January 7th 2018 Meeting:

The commission recommended removal of the basketball court to replace with parking as well as move the swing set down the hill to be with the other equipment. Staff does not necessarily feel that removal of the equipment will provide more of a benefit than other options. Removal of the swing set as well as basketball court will provide the park with 18 parking spaces. However, staff also does not feel that the structural integrity of the swing set could be maintained if it were to be moved. The City would have to purchase a new swing set.

August 20th 2018 meeting:

The commission was presented with the options listed below at the August 20th meeting. The Tablyn Park improvements consist of adding lighting and additional parking to the parking area/sliding hill to increase safety, at a cost of \$55,000.

In an effort minimize impact to the park and maximize usable park amenities the following possibilities were presented. Staff had encouraged the options outlined below.

1. Extend the current parking lot to the north 60'-80' along the park entrance road. This would add 6-8 additional parking stalls and not require removal of the basketball court or swings. Approximate cost \$12,000 - \$15,000
2. Post the eastern side of the park entrance (along the sliding hill) no parking while allowing parking on the western side of the entrance. This would improve visibility and safety to those on the sledding hill while encouraging users to park on the western side of the park entrance and not require removal of the swings or basketball court. Approximate cost \$1,000.

Park lighting upgrades through Xcel Energy will consist of one to two additional light poles being installed to provide lighting to the parking lot and sliding hill. Based on pricing from the 2016 light installation our estimate for additional lighting is \$10,000.

The Commission did not follow the recommendation to expand the parking lot to the north.

FISCAL IMPACT (2018):

Tablyn Improvements \$25,000 - \$55,000

OPTIONS:

- 1) Motion to approve the recommendation of the Parks Commission
- 2) Motion to approve improvements with amendments to the plan
- 3) Motion to deny improvements

RECOMMENDATION:

Parks Commission:

The recommendation of the parks commission is as follows “Motion to recommend improvements to Tablyn Park as follows, add a gravel parking lot in the lower area (north), add lighting for the gravel lot and asphalt lot, sign the east side of the entrance road as no parking and allow parking on the west side, stripe the existing parking spots as well as the newly created spots on the entrance road, and add a split rail fence at the top of the hill to create separation.

If the Council still chooses to follow the recommendation of the Commission staff would be inclined to close the lot during the spring months to prevent ruts and damage to the lot. The primary purpose would be to serve the winter parking needs.

“Motion to approve the Parks Commission recommendation and seek bids to construct a gravel parking lot in the lower area (north), add lighting for the gravel lot and asphalt lot, sign the east side of the entrance road as no parking and allow parking on the west side, stripe the existing parking spots as well as the newly created spots on the entrance road, and add a split rail fence at the top of the hill to create separation”

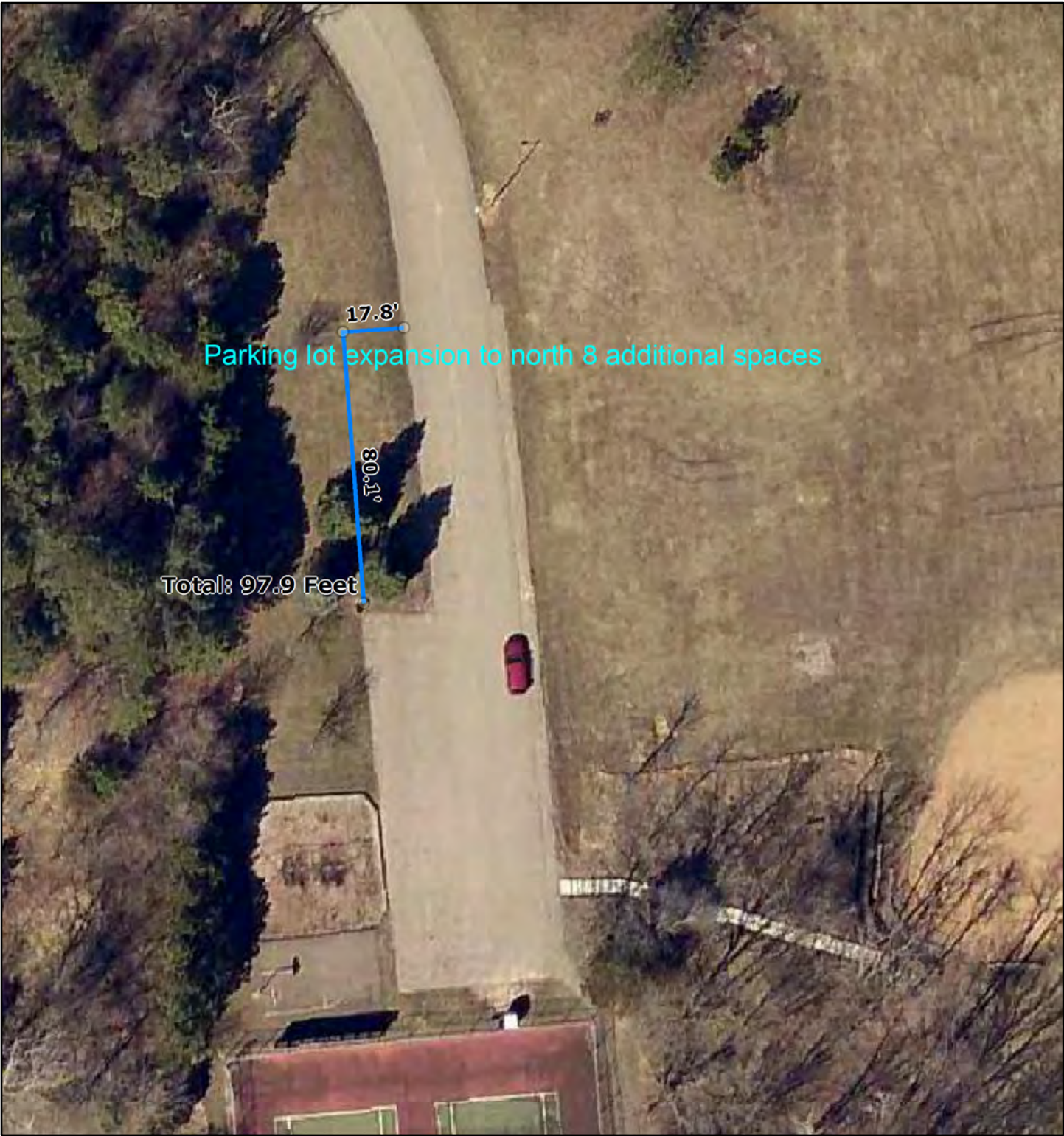
Staff Comments:

Staff does not support the recommendation to create a gravel lot in the lower section of the park. Creating this lot would have the possibility to conflict with the sliding hill in which hill users could collide with parked cars, sledgers may also not be visible to cars entering and exiting the lot. Also, after communicating with the company that would stripe the entrance road for parallel parking, they encouraged dismissal of this idea because of potential sightline issues due to the grade and curvature of the road. Because of this, staff is not inclined to support this aspect of the recommendation. Staff still recommends expanding the lot to the north which is expected to add 6-8 additional spots totaling 16-18.

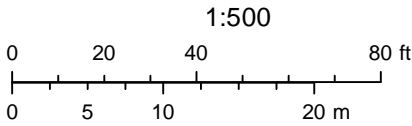
ATTACHMENTS:

- Parking Lot Design Options
 - A, B, C, and D

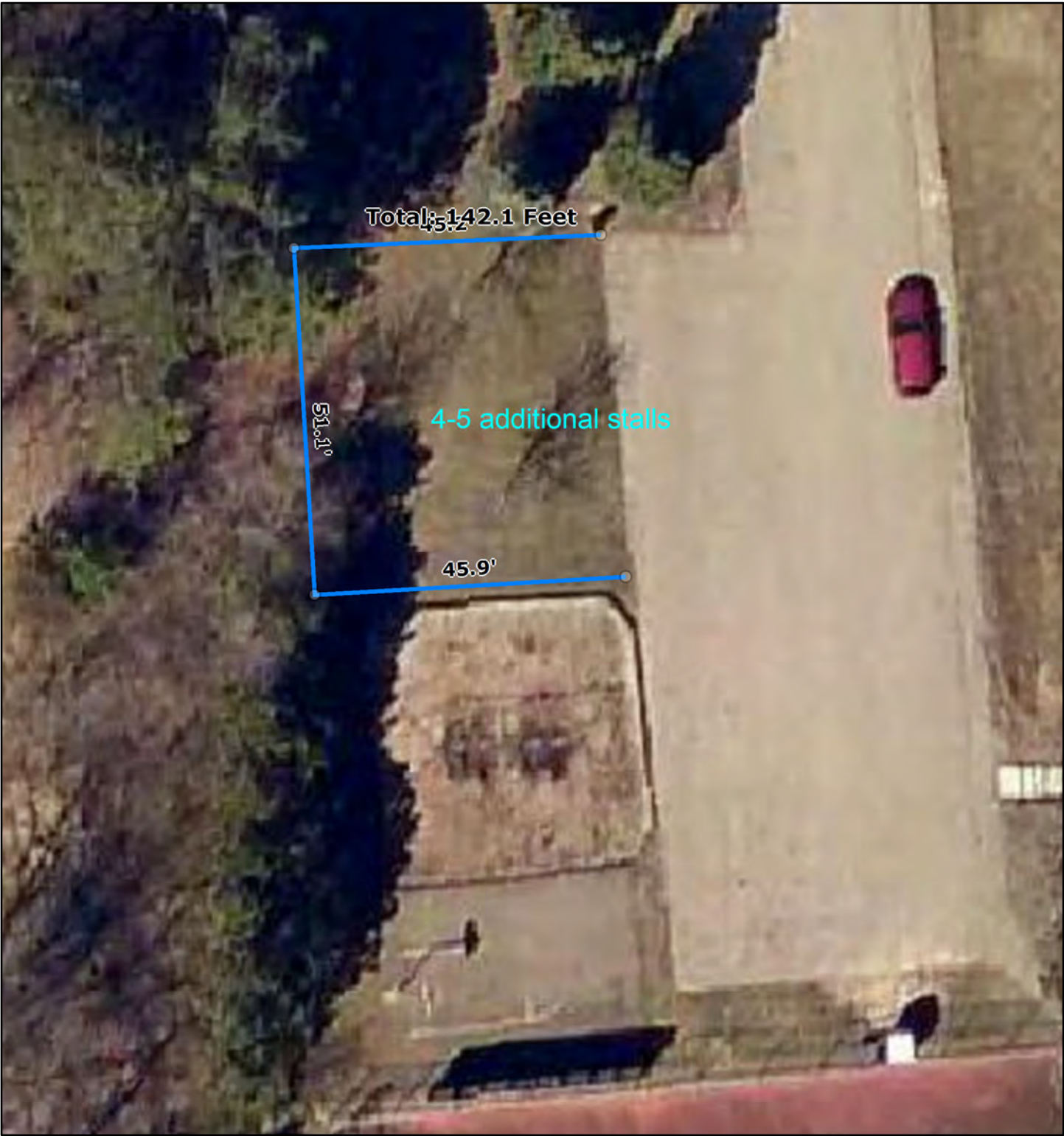
Washington County, MN



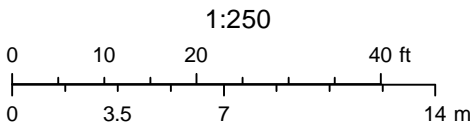
August 28, 2018



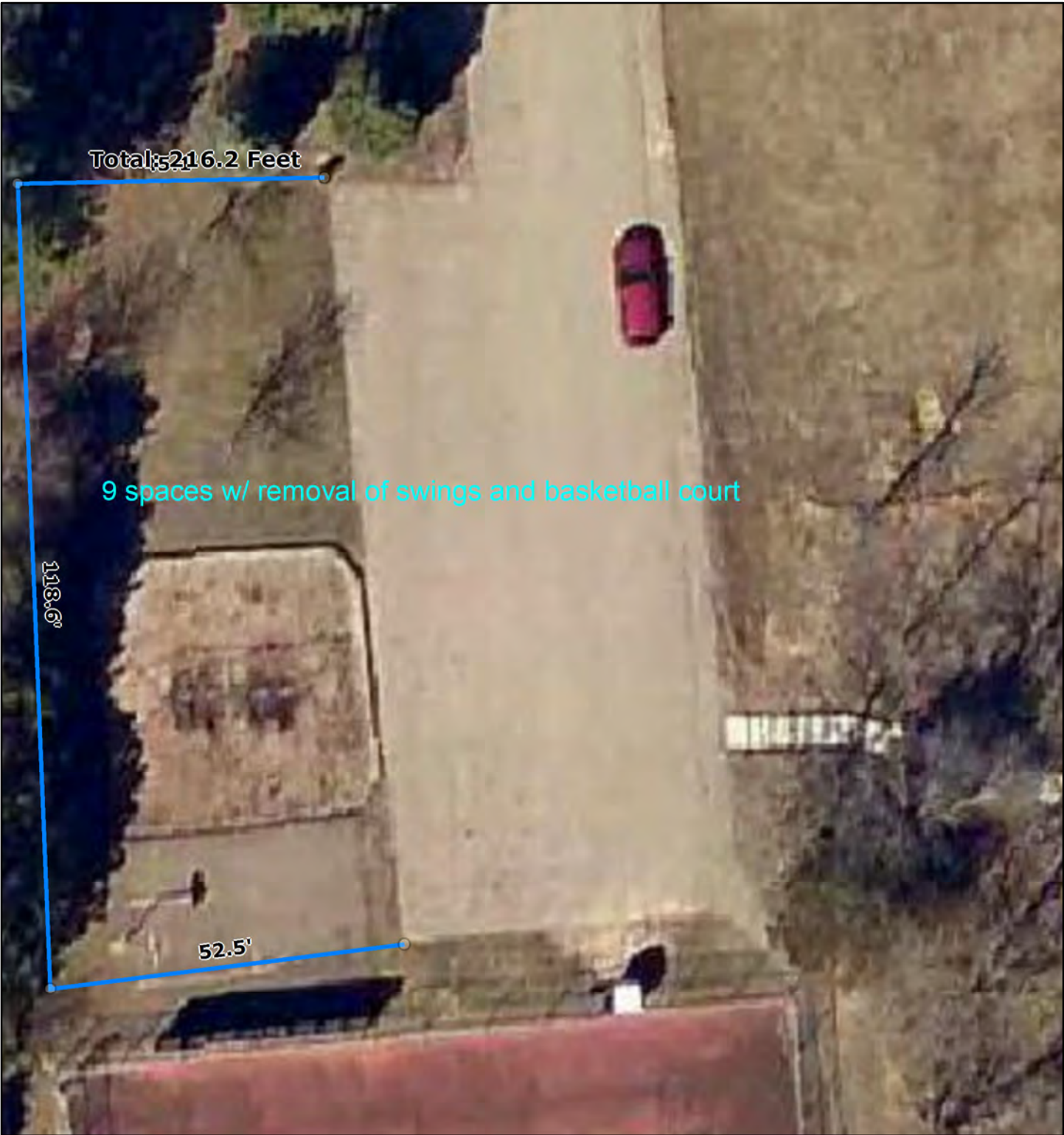
Washington County, MN



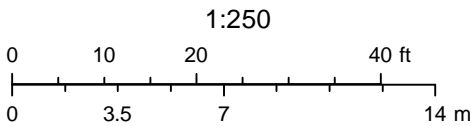
August 27, 2018



Washington County, MN



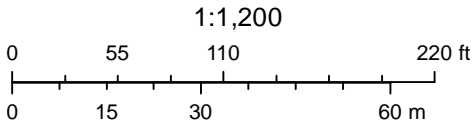
August 27, 2018



Washington County, MN



August 30, 2018





STAFF REPORT

DATE: 9/4/2018

REGULAR

ITEM #: 16

TO: City Council
FROM: Emily Becker, Planning Director
AGENDA ITEM: 3880 Laverne Avenue North Minor Subdivision Conditions Amendment
REVIEWED BY: Kristina Handt, City Administrator
Ben Prchal, City Planner

BACKGROUND:

On February 7, 2017, the City approved a minor subdivision of the property located at 3880 Laverne Avenue North. The subdivision resulted in converting one 3.22 acre property in to three parcels: one 2.06 acre parcel and two 0.58 acre parcels (PID#s 13.029.21.22.0024, 13.029.21.22.00025 and 13.029.21.22.0026). Since then, the City has purchased two of these parcels (PID#s 13.029.21.22.00025 and 13.029.21.22.0026) the property and has plans to convert the existing building in to a new City Hall with Fire Station. The previous conditions of approval required a shared access driveway. This will not be conducive to the plans to expand the current building in to a City Hall with Council chambers and fire station, while PID# 13.029.21.22.0024 is used as an insurance office. Additionally, there is a finding that it would be desirable for parking serving the two new uses in the new parcels be shared with the Brookfield II building if possible. Because of the anticipated parking needs of the new City Hall/Fire Station and insurance office, Staff no longer believes it would be desirable for the uses of these three parcels to share parking. Therefore, the City is requesting Council reconsider the finding regarding parking and the condition regarding shared access set forth in Resolution 2017-013.

ISSUE BEFORE COUNCIL:

The Council is respectfully requested to reconsider a finding regarding parking and the condition regarding shared access set forth in Resolution 2017-013.

PROPOSAL DETAILS/ANALYSIS:

Adopted Resolution Findings. The adopted Resolution 2017-013 set forth the following findings:

1. That the Minor Subdivision is consistent with the Lake Elmo Comprehensive Plan and the Future Land Use Map for this area.
2. That the Minor Subdivision complies with the minimum lot frontage and area requirements of the City's VMX – Village Mixed Use District.

3. That the Minor Subdivision complies with the City's subdivision ordinance and specifically the requirements concerning exceptions to platting.
4. The City finds that it would be desirable for parking serving the two new uses created by Parcel A and B as shown on the survey dated November 21, 2016 be shared with the Brookfield II building if possible.

Requested Amendment. Staff is proposing that finding #4 be removed.

- ~~4. The City finds that it would be desirable for parking serving the two new uses created by Parcel A and B as shown on the survey dated November 21, 2016 be shared with the Brookfield II building if possible.~~

Adopted Resolution Conditions. The adopted Resolution 2017-013 set forth the following conditions of approval:

- 1) The property shall be rezoned to Village Mixed Use – VMX.
- 2) The applicant shall pay a fee in lieu of parkland dedication in the amount of \$4,500 per acre for the two new 0.58 acre parcels being created (\$5,220 total) prior to any formal City authorization to split the existing parcel into three lots.
- 3) The applicant must submit and receive approval of a landscape plan, grading, erosion control, and other plans outlined herein prior to the commencement of any construction activity on the parcel.
- 4) The applicant must obtain all other necessary City, State and governing body permits prior to the commencement of any construction activity on the parcel including but not limited to building permits, conditional use permits, etc.
- 5) Any plans for construction on the newly created parcels must comply with the Lake Elmo Design Standards Manual and specific general site considerations and development standards for specific uses within the Village Mixed Use District.
- 6) Building setback locations are subject to City approval and must allow for planned street improvements.
- 7) Only one driveway access to 39th Street is permitted. Access may be combined or limited to only Parcel A or Parcel B.
- 8) 8-inch watermain stub and 8-inch sanitary sewer main stub shall be shown on the plans and approved by the City Engineer prior to commencement of construction activity to ensure that the building placement does not conflict with the ability of the stubs to service both parcels.
- 9) The site plan is subject to a storm water management plan meeting State, Valley Branch Watershed District and City rules and regulations. All applicable permits must be obtained if needed.
- 10) Stormwater drainage patterns must be maintained as part of any site development.

- 11) Storm sewer connections to the 39th Street system must be at existing or reduced runoff rates and volumes.

Requested Amendment. Staff is proposing that the following condition be removed:

- ~~7) Only one driveway access to 39th Street is permitted. Access may be combined or limited to only Parcel A or Parcel B.~~

FISCAL IMPACT:

None.

OPTIONS:

The Council may:

- Approve the requested amendments to Resolution 2017-013.
- Amend the proposed amendments to Resolution 2017-013 and adopt amendments as amended.
- Do not amend Resolution 2017-013.

RECOMMENDATION:

Staff respectfully requests that the Council approve an amendment to Resolution 2017-013, removing finding #4 and condition #7.

“Move to approve an amendment to Resolution 2017-013 removing finding #4 and condition #7.”

ATTACHMENTS:

- Amended Resolution 2017-013

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

RESOLUTION NO. 2017-013

*A RESOLUTION APPROVING A MINOR SUBDIVISION OF
PROPERTY LOCATED AT 3880 LAVERNE AVENUE NORTH*

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

WHEREAS, John J. Zignego, 3880 Laverne Avenue North, P, Lake Elmo, MN, (Applicant) has submitted an application to the City of Lake Elmo (City) for a Minor Subdivision to subdivide the property located at 3880 Laverne Avenue North in to three separate parcels in accordance with the certificate of survey dated November 21, 2016 and signed by Timothy J. Freeman, P.L.S., License #16989, a copy of which is on file in the City of Lake Elmo Planning and Zoning Department; and

WHEREAS, the Lake Elmo Planning Department has reviewed the Minor Subdivision request for consistency with the City of Lake Elmo Zoning and Subdivision Ordinances; and

WHEREAS, the Lake Elmo Planning Commission reviewed the proposed Minor Subdivision at a meeting held on January 9, 2017; and

WHEREAS, the Lake Elmo Planning Commission has submitted its report and recommendation concerning the Minor Subdivision as part of a memorandum to the City Council for the February 7, 2017 Council Meeting; and

WHEREAS, the City Council reviewed the Applicant's Minor Subdivision request at a meeting held on February 7, 2017.

WHEREAS, the City Council re-reviewed the Applicant's Minor Subdivision request at a meeting held on September 4, 2018 to amend findings by removing finding #4 and to amend conditions by removing condition #7 from the previously-adopted Resolution 2017-017.

NOW, THEREFORE, based upon the testimony elicited and information received, the City Council makes the following:

FINDINGS

1. That the Minor Subdivision is consistent with the Lake Elmo Comprehensive Plan and the Future Land Use Map for this area.
2. That the Minor Subdivision complies with the minimum lot frontage and area requirements of the City's VMX – Village Mixed Use District.

3. That the Minor Subdivision complies with the City's subdivision ordinance and specifically the requirements concerning exceptions to platting.

CONCLUSIONS AND DECISION

NOW, THEREFORE, BE IT RESOLVED THAT that based on the testimony elicited and information received, the City Council of the City of Lake Elmo hereby approves the Minor Subdivision request, provided the following conditions are met:

- 1) The property shall be rezoned to Village Mixed Use – VMX.
- 2) The applicant shall pay a fee in lieu of parkland dedication in the amount of \$4,500 per acre for the two new 0.58 acre parcels being created (\$5,220 total) prior to any formal City authorization to split the existing parcel into three lots.
- 3) The applicant must submit and receive approval of a landscape plan, grading, erosion control, and other plans outlined herein prior to the commencement of any construction activity on the parcel.
- 4) The applicant must obtain all other necessary City, State and governing body permits prior to the commencement of any construction activity on the parcel including but not limited to building permits, conditional use permits, etc.
- 5) Any plans for construction on the newly created parcels must comply with the Lake Elmo Design Standards Manual and specific general site considerations and development standards for specific uses within the Village Mixed Use District.
- 6) Building setback locations are subject to City approval and must allow for planned street improvements.
- 8) 8-inch watermain stub and 8-inch sanitary sewer main stub shall be shown on the plans and approved by the City Engineer prior to commencement of construction activity to ensure that the building placement does not conflict with the ability of the stubs to service both parcels.
- 9) The site plan is subject to a storm water management plan meeting State, Valley Branch Watershed District and City rules and regulations. All applicable permits must be obtained if needed.
- 10) Stormwater drainage patterns must be maintained as part of any site development.
- 11) Storm sewer connections to the 39th Street system must be at existing or reduced runoff rates and volumes.

Passed and duly adopted this 4th day of September 2018 by the City Council of the City of Lake Elmo, Minnesota.

Mike Pearson, Mayor

ATTEST:

Julie Johnson, City Clerk