

3800 Laverne Avenue North
Lake Elmo, MN 55042

(651) 777-5510
www.lakeelmo.org

NOTICE OF MEETING

**City of Lake Elmo
Special City Council Meeting
Tuesday, May 29, 2012 at 6:30 p.m.**

AGENDA

- A. **CALL TO ORDER**
- B. **PLEDGE OF ALLEGIANCE**
- C. **ATTENDANCE**
____ Johnston ____ Emmons ____ Park ____ Pearson ____ Smith
- D. **APPROVAL OF AGENDA**
- E. **AGENDA**
 - 1. Lake Elmo Avenue North/Old Village Demonstration
Lighting – Landscape Project
- H. **ADJOURN**

MAYOR & COUNCIL COMMUNICATION

DATE: May 29, 2012

REGULAR

**ITEM #: 1 – Fiscal Impact \$\$
MOTION**

AGENDA ITEM: Lake Elmo Avenue Lighting / Landscape Demonstration Project

SUBMITTED BY: Dean Zuleger, City Administrator

THROUGH: Mayor Johnston & Council Member Emmons

REVIEWED BY: Dean Zuleger, City Administrator

SUMMARY AND ACTION REQUESTED: The City of Lake Elmo is requested to participate in public-private-service club lighting and landscape demonstration project at a cost of \$13,800 (\$26,800 total). The purpose of this participation is to improve the “look” of the Old Village area by installing decorative lighting and flowering baskets along a pilot 400’ section on the west-side of Lake Elmo Avenue North beginning at the Lake Elmo Inn and extending north.

BACKGROUND INFORMATION: The Lake Elmo Rotary Club has made the beautification of the Old Village a service project priority. Specifically, funds collected at their annual Gold Plate Dinner have been dedicated to improving the landscape in Lake Elmo’s traditional downtown. The initial plan was to purchase “Red Wing” hanging baskets that would be affixed to the current Xcel wood pole structures that support the cobra head street lighting as Phase I on Rotary’s effort. Due to liability concerns, Xcel denied a joint request from the City of Lake Elmo and the Rotary (Van Zandt) to allow the baskets to be hung from the current wood structures. Xcel representatives met with the City Administrator and John Shilts of the Rotary to discuss options for beautification. Over the course of (2) meetings, it was determined that it would be better to install a separate set of decorative lights with the appropriate arms to support the weight of the flowering baskets. Xcel agreed to apply for an economic development grant, review their light inventory, and provide a proposal for design and ongoing costs. Both the City and Rotary agreed to look at providing matching funds.

In addition, two separate sets of meetings that were relevant to the project took place. City officials / Old Village Work Group members met with Damon Farber & Associates on theming of the old Village based on the premise of “preserving the city’s character”. Second, the Mayor and City Administrator met with 3 M to discuss new energy conservation lighting options and their desire to engage in a community-wide beta project with “dark skies” compatible light to be used in the Xcel fixtures.

As a result, a four-way partnership is being developed between the City, Rotary, Xcel and 3M to create an appropriate themed demonstration project along Lake Elmo Avenue North for the

purpose of displaying to the residents how the Old Village will be redeveloped. The project will be appropriately signed to let the community know that this is a precursor to more extensive work.

STAFF REPORT: The City Administrator and John Shilts of Rotary have constructed a partnership that consists of the following (see letter of support).

1. Monetary Investments of the City of Lake Elmo (\$13,800), Rotary (\$10,000), and Xcel Energy (\$3,000 plus TBD in-kind services);
2. Donation of LED lighting products from 3M;
3. Donation of private property use for light installation from Lake Elmo Inn;
4. Free Maintenance of flowering baskets by Fury Motors.

Xcel energy would also provide in-kind services on lighting design for future installation. The City of Lake Elmo would create an educational kiosk detailing the demonstration project to inform the citizenry of our ongoing re-development efforts. Damon Farber will offer some in-kind preliminary theming ideas that will not interfere and compliment future redevelopment plans.

The goal of the effort would be to have the installation complete before the 4th of July parade, so that the project could be featured to more of the public. At this time there is no plan for any sidewalk or cement flatwork modifications, although the installation of a combination of stamped concrete and pavers to create some old world charm has been discussed in the Old Village Work Group of the City of Lake Elmo.

RECOMMENDATION: Based upon the above background information and staff report, it is recommended that the City Council take the following action:

Approve the expenditure of \$13,800 (\$13,300 for lighting – construction costs / \$500 for educational signage) to be matched by \$13,000 of funds from lake Elmo Rotary and Xcel Energy for the construction of the Lighting / Landscape Demonstration Project on 400' of Lake Elmo Avenue North.

Should the Council desire to amplify the project with concrete / flatwork it may wish to:

Approve the expenditure of up to \$11,700 for corresponding sidewalk reconstruction and modification to enhance the decorative lighting and landscaping demonstration project. However, the flatwork will not be completed prior to Labor Day and might be better constructed with the redevelopment of the Old Village in its entirety.

ATTACHMENTS: Letter of Support, Xcel Contracts/Specs, Xcel Grant E-Mail

SUGGESTED ORDER OF BUSINESS:

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



May 23, 2012

We would like to offer our pledge of support, both financial and intellectual, to the gas light example project that will help foster thought and change.

With half of the buildings (five of ten) for sale on Lake Elmo Avenue in the heart of the "Old Village" the time has come to reinvest. This has created an opportunity to restore the heritage of a "Main Street" that can not only support its' businesses but also be a place of pride for the residents of the City. The opportunity is now and we would like to do it right, not just do it.

We are both members of the Lake Elmo Rotary, and our Rotary has committed the majority of our resources to the improvement of our community. We have set aside funds specifically for the beautification of the "Old Village" of which this project is an example.

The time has come, so please consider partnering with us on supporting this important project.

Jim Leonard

Fury Dodge Chrysler Lake Elmo

John Schiltz

Lake Elmo Inn & Event Center





May 11, 2012

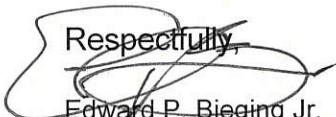
City of Lake Elmo
Attn Dean Zuleger, City Administrator
3800 Laverne Ave N,
Lake Elmo, MN 55043



Dear Mr. Dean Zuleger:

Please see the attached construction contract for the installation of a decorative Xcel Energy owned street light system. Please review the contract and if you have any questions, let me know.

Respectfully,


Edward P. Bieging Jr.
Xcel Energy | Responsible By Nature
Project Coordinator





Outdoor Lighting
825 Rice Street
St. Paul, MN 55117

Construction Agreement For Street Lighting Facilities

The customer identified below ("Customer") and Northern States Power Company, a Minnesota Corporation and wholly owned subsidiary of Xcel Energy Inc. ("Xcel Energy" or "Company") agree to this Construction Agreement for Street Lighting Facilities, including the attached Terms and Conditions, for the following street light facilities:

Customer: **City of Lake Elmo**
Address: **3800 Laverne Ave N**

City: **Lake Elmo**

State: **MN** Zip Code: **55042**

Project charges of: **Twenty six thousand two hundred thirty two dollars and no/100** Dollars: **\$26,232.00**


In accordance with the following terms of payment: **Payment due 30 days after construction is completed.**

For Association or City of: **Lake Elmo**

Streetlights/Facilities Location: **Lake Elmo Ave**

Rate Code: **Installation of a Prepay street light system. The monthly per street light fee will be \$6.08.**

Service consisting of:

Installation of Company Owned streetlight facilities consisting of: Designation of Lamps: Install by plow approx 50' of #6 CU wires in 1 1/2" conduit. Install 4-100W California Acorn fixtures on 15' base mounted AL poles, black.  Restoration is not part of this bid, unless specified by the customer.	Number of Luminaries: 4
Moving the following Company Owned streetlight facilities to a new location:	
Construction process valid for 30 days from: Project charges valid for 60 days from signing of contract.	

Customer and Xcel Energy agree to the attached terms and conditions for the installation and moving of the facilities identified above. Customer and Xcel Energy agree that the operation of the facilities shall be subject to the General Street Lighting Contract for Operations & Maintenance Services between Customer and Xcel Energy, dated

Dated this _____ day of _____ 20 _____

Dated this _____ day of _____ 20 _____

Customer: **City of Lake Elmo**

Xcel Energy:

By: _____

By: _____

Title: _____

Title: _____

**Mary J. Woolf, Director Business
Operations – Minnesota as authorized
agent for Northern States Power Co.**

XCEL ENERGY USE ONLY		Date: May 11, 2012	Div: White Bear Lake
Xcel Energy, Outdoor Lighting Consultant		Edward P. Biegling Jr.	
Xcel Energy Project Number:			
Customer Charges Paid:			

TERMS AND CONDITIONS

Customer and Company agree to the following terms and conditions:

- Acceptance.** Execution of this Agreement constitutes Customer's acceptance of the express terms of Company's proposal and the offer contained therein, which are included and incorporated into this Agreement. Any additional or different terms proposed by Customer, or any attempt by Customer to vary in any degree any of the terms in this Agreement in Customer's acceptance, are hereby objected to and rejected, and (i) such additional or different terms shall not operate as a rejection of the incorporation of the Company's proposal in this Agreement unless such variances are with respect to terms involving the description, quantity, or delivery schedule of the Work to be performed by Company as described in Company's proposal ("the Work" means the supplying of any labor, materials, or any other work of Company expressly described in Company's proposal); (ii) such additional or different terms shall be deemed a material alteration hereof; and (iii) Company's proposal shall be deemed accepted by Customer and incorporated into this Agreement without said additional or different terms.

- Request for Installation; Rights.** Customer requests that Company install outdoor lighting at the location(s) designated on page one and/or as shown on the attached exhibit. Customer grants Company any right, privilege and easement to install, operate and maintain its facilities, including underground facilities, on the property.

- Installation Requirements.** Customer agrees that, prior to Company starting work: (1) the route of Company's service installation shall be accessible to Company's equipment; (2) Customer will remove all obstructions from the route at no cost or expense to Company; (3) Customer will clearly mark all septic tanks, drain-fields, sprinkler systems, water wells, owner-installed electric or pipeline facilities, or other Customer-owned facilities in the installation route; and (4) the ground elevation along the route shall not be above or more than four inches below the final grade. Company will contact the appropriate agency to locate 3" party utility facilities (phone, cable, etc.) on Customer property. Customer agrees Company is not responsible for damage to Customer-owned underground facilities not marked at the time of outdoor lighting service installation.

- Installation Cost Contribution.** Customer agrees to pay an installation cost contribution provided in Project Charges on page one. Customer is responsible for any additional installation costs incurred by Company because of (1) soil conditions that impair the installation of underground facilities, such as rock formations, etc.; (2) extensive existing underground facilities; and (3) any existing conditions that exist but did not exist at the time the installation cost was determined, such as new sidewalks, curbing, black top, paving, sod or other landscaping and obstructions along the cable route.

- Winter Construction Charges.** When underground facilities are installed between October 1 and April 15, inclusive, because of failure of Customer to meet all requirements of the Company by September 30, or because the Customer's property, or the streets leading thereto, are not ready to receive the underground facilities by such date, such work will be subject to a Winter Construction Charge when winter conditions of six inches or more of frost exist, snow removal or plowing is required to install service, or burners must be set at the underground facilities in order to install service for the entire length of the underground service. Winter construction will not be undertaken by the Company where prohibited by law or where it is not practical to install underground facilities during the winter season. The charges apply to frost depths of 18" or less. At greater frost depths, the Company may individually determine the job cost. The Company also reserves the right to charge for any unusual winter construction expenses. All winter construction charges are non-refundable and are in addition to any normal construction charges.

6. **Schedule; Delays.** Quoted shipping and completion dates are approximate and are based on prompt receipt of all necessary information and approvals from Customer and access as required by Company and its contractors or subcontractors (if any) to the site and to the equipment which is the subject of this Agreement. If Company's performance is delayed by Customer's suspension of work, in whole or in part, or by any act or omission of Customer, the time for performance will be extended by the period of time required by Company to return to the state of performance that existed before the delay. If the delay or suspension continues for sixty (60) days, Company has the right to cancel or renegotiate the Agreement. Customer will pay an equitable adjustment based on a claim submitted by Company for all reasonable costs, damages and expenses incurred by Company incident to the delay or suspension.
7. **Changes.** The prices for any extras or changes to the scope of the Work or modifications to the payment or performance schedule will be agreed upon in writing before either party will be obligated to proceed with such changes. Performance of any change will not waive any claims for equitable adjustment in price or schedule.
8. **Relocating Facilities.** Customer agrees to pay the cost of relocating any portion of facilities, including underground facilities, to accommodate Customer or as required due to altering of grade, additions to structures, installation of patios, decks, gardens, sidewalks, curbing, paving, blacktop, sod, landscaping or any other condition which makes maintenance of the Company's facilities impractical. Company shall notify Customer of such relocations prior to incurring relocation costs.
9. **Environmental.** Prior to the start of the Work, Customer will provide notice of any hazardous materials or hazardous situations that it is aware of with respect to the facilities where the Work is to be performed or that could affect the Work. In the event Company encounters the existence of asbestos, asbestos containing materials, formaldehyde, lead, or potentially toxic or otherwise hazardous material in the performance of the Work, the discovery thereof shall constitute a cause beyond Company's reasonable control and Company shall have the right to cease or not commence the Work until the area has been made safe by Customer or Customer's representative, at Customer's expense.
10. **Restoration.** Company will restore any excavation of the boulevard on Customer's property with existing soil so it is level and clean. Customer is responsible for the final compacting, loam, seeding, sod or watering of the boulevard at Customer's expense unless otherwise noted on page one of this Agreement.
11. **Additional Charges.** In addition to the project charges on page one of this Agreement, Company shall be compensated for any added costs of performing the Work attributable to any one or more of the following: (i) any and all extras and change orders and any and all other additional work mutually agreed by Customer and Company; (ii) any and all costs and expenses related to asbestos or other environmental matters, any unforeseen conditions or any changes in the law; and (iii) any and all added costs and expenses of performing the Work attributable to any change by Customer in the criteria or information for the facility or to any delay or breach by Customer or its subcontractors.
12. **Operations; Maintenance.** Customer requests and authorizes Company to provide illumination and maintain the street lighting facilities under the Terms and Conditions as described in Customer's General Street Lighting Contract for Operations & Maintenance Services with Company, which shall be effective upon the completion date of the street light installation.
13. **Payments.** Unless otherwise specified in Company's proposal, Company may at its option invoice Customer upon completion of the Work or invoice Customer on a monthly basis for construction work performed under this Agreement. Customer shall pay Company all invoiced amounts within thirty (30) days of receipt of invoice.
14. **Termination.** Customer may terminate the Agreement only upon written notice to Company and payment to Company for all (i) services and Work rendered or performed to the effective date of such termination; (ii) materials, supplies and equipment purchased prior to the effective date of such termination; and (iii) costs incurred by Company as a result of such termination. To the extent that Company uses the materials, supplies, or equipment on other projects or for maintenance purposes, Customer will not be charged for them.
15. **Warranties.** Company shall perform the Work in a safe and professional manner in accordance with all applicable codes, standards, regulations and laws. Company shall repair, replace or correct to Customer's satisfaction all

faulty or substandard work or defects in materials which appear within ninety (90) days from the date of completion of the Work. Acceptance of the Work or payment by Customer shall not affect this obligation. THE WARRANTIES SET FORTH IN THIS AGREEMENT ARE EXCLUSIVE AND IN LIEU OF ALL STATUTORY OR IMPLIED WARRANTIES (INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE).

16. **Limitation of Remedies.** IN NO EVENT, WHETHER BASED ON CONTRACT, INDEMNITY, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, SHALL COMPANY BE LIABLE TO CUSTOMER FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS OR REVENUE. In no event whatsoever shall Company ever be liable to Customer for any damages or other amounts (including, without limitation, direct or actual damages), whether arising in contract or tort (including, without limitation, negligence) or otherwise, under or in connection with this Agreement or the Work, in an amount, in the aggregate, in excess of the total price paid for the Work; any and all claims for damages in excess of such amount being hereby forever waived and released by Customer; provided, however, that nothing contained in this sentence shall waive or limit any direct damages which Customer may suffer on account of Company's gross negligence or willful misconduct.

17. **Force Majeure.** Neither party will be liable to the other for any delay or failure to perform due to any cause beyond its reasonable control, including fire, flood, strike or other labor difficulty, act of God, or act of any governmental authority. The party experiencing the force majeure will notify the other party promptly, and appropriate adjustments will be negotiated. In the event of delay in performance due to force majeure, the date of delivery or time for completion will be extended by a period of time reasonably necessary to overcome the effect of such delay, provided that if such delay continues for 60 days the party not experiencing the force majeure may terminate this Agreement.

18. **Document Approval.** Company may request that Customer review documents developed by Company for conformity with Customer requirements or specifications. Unless Customer advises Company otherwise in writing within fifteen (15) days after Company's submission, Company may consider the documents approved and proceed with work. Changes thereafter, made at the direction of Customer, will entitle Company to adjustment by change order.

19. **Documentation and Proprietary Information.** Customer will provide Company with accurate and complete information in order to permit Company to successfully undertake and complete the Work. Company shall not be prohibited from disclosure or use of proprietary or confidential information or documents necessary for Company to secure or maintain in effect any license or permit, or otherwise to complete the Work. Where Customer information is incomplete or incorrect, resulting in delay or extra work, Company will be entitled to adjustment by change order.

20. **Work Product.** All reports, drawings, plans, specifications, calculations, studies, software programs, tapes, models and memoranda, if any, assembled or prepared by Company or Company's affiliates, independent professional associates, agents, consultants, contractors or subcontractors pursuant to this Agreement are instruments of service in respect of the Work, and Company shall retain all ownership and property interest therein, whether or not the Work is completed. Customer may make and retain copies for information and reference in connection with the Work; provided, however, that it is understood and agreed that such documents are not intended to be re-used by Customer or others on extensions of the project or on any other project or any other purpose other than as expressly set forth in this Agreement, and Customer shall not re-use or disclose to any third party all or any portion of such work product without the express prior written consent of Company.

21. **Customer Facilities.** Company does not assume any responsibility for the adequacy, safety or satisfactory performance of Customer's facilities. Customer shall, to the fullest extent permitted by law, indemnify, defend and hold harmless Company and its officers, directors, agents, employees, and representatives from and against any and all losses, claims, damages, expenses (including attorneys' fees and costs) arising, for any reason whatsoever, out of the failure, non-operation or faulty performance of Customer's facilities (except to the extent of Company's gross negligence or willful misconduct).

22. **Subcontracting.** Company may subcontract any portion or all of the Work without the approval of Customer.

23. **Independent Contractor.** Nothing contained in this Agreement nor any acts of the parties shall be construed to create the relationship of principal and agent, or of limited or general partner, or of joint venture or of any association between or among the parties to this Agreement, except that of owner and independent contractor.
24. **Title; Rights of Access.** Customer warrants that it has fee simple title to the property. Customer hereby grants to Company the right to enter and improve the real property for the purposes stated herein.
25. **Ownership.** Customer shall acquire no right, title or interest in any portion of the Work or Company's equipment or facilities placed in, on, over, through and/or under the real property by Company. The Work constructed and installed by Company on the real property of Customer shall be and mean the personal property of Company, shall not be considered a fixture of the property, shall not attach to the realty, and shall not be alienable or lienable by Customer or any other party. Further, Company may remove, repair and replace the Work and its component system and equipment at any time without notice in Company's sole and absolute discretion.
26. **Other.** It is agreed that failure by Customer or by Company at any time or from time to time to enforce any of the provisions of this Agreement shall not be construed to be a waiver of such provision or of Customer's right or Company's right, respectively, to thereafter enforce each and every provision hereof. This Agreement contains, with respect to the specific services to be performed by Company, the entire understanding of the parties, and shall supersede any other oral or written agreements and be binding upon and inure to the benefit of the parties' successors and assigns. This Agreement may not be modified in any way without the written consent of both parties. If any provision of this Agreement is determined by a court to be unenforceable, then such provision will be deemed null and void but the remaining provisions shall be enforceable according to their terms. This Agreement shall be construed and interpreted in accordance with the internal laws of the State of Minnesota (as opposed to conflicts of laws provisions) as though all acts and omissions contemplated hereby or related hereto occurred in Minnesota. No course of prior dealing, usage of trade and course of performance shall be used to modify, supplement or explain any terms of this Agreement. Neither Party will assign or otherwise transfer its rights or obligations hereunder, in whole or in part, without the advance written consent of the other. Notwithstanding the above, Company may assign its rights or obligations to any of its affiliates without the written consent of Customer.
27. **Governing Law.** The Terms and Conditions provided herein and the rights of all the parties hereunder shall be construed under and governed by the laws of the State of Minnesota.

Xcel Energy Outdoor Lighting North Product Offerings



Acorn (Classic)

High Performance Beauty

The Classic Acorn combines superior photometrics with exceptional design and sets a new standard for decorative post top luminaries.

COLORS: BRONZE, BLACK, AND GREEN

Available on pole style A (aluminum), B, & C only



Acorn (Antique)

Historic Sophistication

The Antique Acorn captures the superior photometrics of the Classic Acorn while adding definitive flair to its design.

COLORS: BRONZE, BLACK, AND GREEN

Available on pole style A (aluminum), B, & C only



Vernon

Nostalgic Style

The Vernon pleasantly blends an old-fashioned look and classic styling to enhance any outdoor setting.

COLORS: BRONZE, BLACK, AND GREEN

Available on pole styles B & C only



Lantern (with or without spikes)

Timeless Classic

The Lantern captures the beauty of yesteryear with features that provide both function and form to deliver a warm illumination.

COLORS: BRONZE, BLACK, AND GREEN

Available on pole styles A (aluminum), B & C only

Xcel Energy Outdoor Lighting North Product Offerings

<p>Colonial</p> <p>Fashionable Standard</p> <p>The Colonial luminaire presents an old fashion charm in any community setting.</p> <p>COLORS: BRONZE ONLY</p> <p>Available on pole styles A, B, & C</p> 	<p>Evans</p> <p>Renaissance Grandeur</p> <p>The Evans intelligent design will revitalize any community roadway with sophisticated style.</p> <p>COLORS: BRONZE, BLACK, AND GREEN</p> <p>Available on pole style "D" only</p> 
<p>Shoebox</p> <p>Functional Elegance</p> <p>A balanced blend of form and functionality to minimize light trespass and illuminate your roadways with style.</p> <p>COLORS: BRONZE ONLY</p> <p>Available on pole style "A" only</p> 	<p>Traditional</p> <p>Old Favorite</p> <p>This luminaire stands the test of time with its traditional appeal making it a great match for any neighborhood setting.</p> <p>COLORS: BRONZE ONLY</p> <p>Available on pole style "A" only</p> 

Xcel Energy Outdoor Lighting North Product Offerings



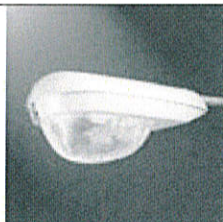
Rectilinear

Conventional Style

The Rectilinear has a straightforward approach to providing optimum light levels and a clear crisp look to your community.

COLORS: BRONZE ONLY

Available on pole style "A" only



Cobrahead

Reliable Standard

The Cobrahead is appreciated for function and form that contributes to the safety and security of well-lit streets for your residents and business patrons.

COLORS: GREY ONLY

Available on pole style "A" only

<p>Style C</p>  <p>(Insert new picture when available)</p>	<p>STYLE A (not shown)</p> <p>A round, smooth tapered shaft available in varying heights, anchor based or direct buried.</p> <p>Fiberglass – 18' or 30' direct buried. COLORS: BRONZE ONLY</p> <p>Aluminum – 18' direct buried. COLORS: BRONZE, BLACK & GREEN</p> <p>Aluminum – 30' base mounted. COLORS: BRONZE & GREEN</p>
<p>Style D</p>  <p>(Insert new photo when available)</p> <p>Evans</p> <p>A decorative base mounted fluted aluminum pole with a 25 ft. fixture mounting height.</p> <p>COLORS: BRONZE, BLACK, & GREEN.</p> <p>Available only with the Evans fixture.</p>	<p>Style B</p>  <p>(Insert new picture when available)</p> <p>Columbus</p> <p>An aluminum decorative pole with a 15-ft. fixture mounting height. This pole comes in both a 19 ft. direct buried version and a 15 ft. base mounted with decorative base.</p> <p>COLORS: BRONZE, BLACK & GREEN.</p>

Company Owned Street Light Rates

Definition: Xcel Energy owned and maintained street light system installed at a City and Association's request. Maintenance of the street light system is for 25 years and covers all aspects of the system.

		In Xcel Energy Service Territory	
		Company Owned	Company Installed
Rate Schedule A – Monthly Rate covers Energy, Full Maintenance, Equipment, and Equipment Replacement. <u>Rates</u> <u>Lamp</u> <u>Monthly Rate per Luminaire</u> 100 W HPS \$9.30 150 W HPS \$9.86 *200W HPS \$11.73 250 W HPS \$12.37 400 W HPS \$15.29 *Closed to new customers.		<ul style="list-style-type: none"> ▪ Regulated ▪ Non Metered ▪ Company Owned (Leased) ▪ Overhead ▪ Cobra head Fixture ▪ Cutoff Cobra Fixture ▪ Wood pole 	
Rate Schedule C – Monthly Rate covers Energy, Full Maintenance, Equipment, and Equipment Replacement. <u>Rates</u> <u>Lamp</u> <u>Monthly Rate per Luminaire</u> 100 W HPS \$17.02 150 W HPS \$17.55 250 W HPS \$19.89 400 W HPS \$22.07 175 W Metal Halide \$23.48		<ul style="list-style-type: none"> ▪ Regulated ▪ Non Metered ▪ Company Owned (Leased) ▪ Underground ▪ Cobra Cutoff Fixture ▪ Cobra Head Fixture ▪ Traditional Fixture ▪ Wood/Fiberglass/Aluminum Pole 	
Rate Schedule D – Monthly Rate covers Energy, Full Maintenance, Equipment, and Equipment Replacement. <u>Rates</u> <u>Lamp</u> <u>Monthly Rate per Luminaire</u> 100 W HPS \$24.63 150 W HPS \$26.21 250 W HPS \$27.75 400 W HPS \$29.44		<ul style="list-style-type: none"> ▪ Regulated ▪ Non Metered ▪ Company Owned (Leased) ▪ Underground ▪ Rectilinear or Shoebox Fixture ▪ Fiberglass/Aluminum/Steel Pole 	
Rate Schedule Q (Group 5 - Prepay Option) – Monthly Rate covers Energy, Full Maintenance, and Equipment Replacement. <u>Rates</u> <u>Lamp</u> <u>Monthly Rate per Luminaire</u> 100 W HPS \$6.08 150 W HPS \$6.89 250 W HPS \$8.52 400 W HPS \$10.97		<ul style="list-style-type: none"> ▪ Regulated ▪ Non Metered ▪ Company Owned ▪ Underground ▪ All Decorative Fixtures (including Cut off Col) ▪ May have a Surcharge to cover costs for lights and accessories, which go above and beyond what the rate allows. ▪ Customer pays all the upfront construction and equipment costs. 	

Definition: Customer installs and owns street light system. Maintenance is only provided if the street is Xcel Energy approved. Customer must install a feed point, which distinguishes the difference between the customer and Xcel Energy systems.

Customer Owned Street Light Rates

<p>A32 Available for year-round illumination of public streets, parkways, and highways by electric lamps mounted on standards where customer owns Company approved ornamental street light systems. Customer owned non-regulated maintenance rate is available only if the street lights are maintained by company on customer owned street light systems.</p>																																	
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Customer Owned Non Regulated Street Light Fixture Maintenance Rates

<p>Partial Service A – K/M02 (Non Regulated Maintenance) Rate Schedule B Lamp Monthly Rate per Luminaire</p> <p>*See Attached Customer Owned Non Regulated Maintenance fees.</p>	<p>The customer will make all repairs and replacements, furnishing and installing all replacement glassware, gaskets, ballasts, and starters.</p> <p>NSP provides the following maintenance:</p> <ul style="list-style-type: none"> ■ Replacement of burned-out lamps. ■ Group replacement of all lamps on schedule. ■ Clean lens and interior of luminaire. ■ Replace all failed photoelectric controls. ■ Replace all failed fuses. <p>*If the Customer installed street lights are to be maintained by Xcel Energy, they must be approved in advance of installation.</p> <p>Xcel Energy Standard fixture:</p> <ul style="list-style-type: none"> ○ Traditional – General Electric ○ Colonial (semi cutoff) - Cooper ○ Acorn – King ○ Lantern – King ○ Vernon – Lumec ○ Shoebox – Gardco or Mountain States ○ Rectilinear – American ○ Cobra Drop and Cutoff – Cooper Lighting <p>and General Electric</p>
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Customer Owned Street Light – Metered

Definition: Customer installs and owns the street light system. Customer must install a feed point, which distinguishes the difference between customer and Xcel Energy systems. Electric meter is set to register consumption.

<p>A34 The customer owns and maintains ornamental street light system including underground cable, posts, lamps, ballasts, photocell, and glassware. Ballast shall provide a power factor of at least 90% and photocells shall conform to specified daily operating schedule. Company furnishes energy only at a central metered distribution point designated by Company. The daily operating schedule of the lamps shall be from approximately one-half after sunset until one-half before sunrise.</p> <p>Rate</p> <p>Customer Charge per Meter per Month - \$8.50</p> <p>Energy Charge per kWh - \$.04589</p>	<p>Customer Owned and installed (Ornamental Street Lights) Energy Only **Metered</p> <p>*No maintenance rate</p>
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Company Owned Street Light Rates

A07			Area and Directional Lighting
Area Light	Monthly Rate	Early Removal	Services Included in Rate: Company shall own, operate and maintain the lighting unit including the fixture, lamp, ballast, photoelectric control, mounting brackets and all necessary wiring. Company shall furnish all electric energy required for operation of the unit. Cobra Head Fixture Cutoff Cobra Head Fixture
100 W HPS	\$7.13	\$75.00	
175W Mercury	\$6.91		
250 W HPS	\$11.85	\$95.00	
400W Mercury	\$11.29		
Directional Light			
250 W HPS	\$13.12	\$100.00	
400 W HPS	\$17.09	\$100.00	
1000W Mercury	\$24.92		
Wood Pole	\$7.00	\$225.00	
Line Extension			
Overhead Span (Each	\$3.90	\$150.00	
Down Guy	N/A	\$65.00	
Anchor	N/A	\$60.00	

Company Owned Street Light Rates

Definition: Xcel Energy owned and maintained street light system installed at a City and Association's request. Maintenance of the street light system is for 25 years and covers all aspects of the system.

		In Xcel Energy Service Territory	
		Company Owned	Company Installed
Rate Schedule A – Monthly Rate covers Energy, Full Maintenance, Equipment, and Equipment Replacement. <u>Rates</u> <u>Lamp</u> <u>Monthly Rate per Luminaire</u>		<ul style="list-style-type: none"> ▪ Regulated ▪ Non Metered ▪ Company Owned (Leased) ▪ Overhead ▪ Cobra head Fixture ▪ Cutoff Cobra Fixture ▪ Wood pole 	
100 W HPS \$9.30 150 W HPS \$9.86 *200W HPS \$11.73 250 W HPS \$12.37 400 W HPS \$15.29 *Closed to new customers.			
Rate Schedule C – Monthly Rate covers Energy, Full Maintenance, Equipment, and Equipment Replacement. <u>Rates</u> <u>Lamp</u> <u>Monthly Rate per Luminaire</u>		<ul style="list-style-type: none"> ▪ Regulated ▪ Non Metered ▪ Company Owned (Leased) ▪ Underground ▪ Cobra Cutoff Fixture ▪ Cobra Head Fixture ▪ Traditional Fixture ▪ Wood/Fiberglass/Aluminum Pole 	
100 W HPS \$17.02 150 W HPS \$17.55 250 W HPS \$19.89 400 W HPS \$22.07 175 W Metal Halide \$23.48			
Rate Schedule D – Monthly Rate covers Energy, Full Maintenance, Equipment, and Equipment Replacement. <u>Rates</u> <u>Lamp</u> <u>Monthly Rate per Luminaire</u>		<ul style="list-style-type: none"> ▪ Regulated ▪ Non Metered ▪ Company Owned (Leased) ▪ Underground ▪ Rectilinear or Shoebox Fixture ▪ Fiberglass/Aluminum/Steel Pole 	
100 W HPS \$24.63 150 W HPS \$26.21 250 W HPS \$27.75 400 W HPS \$29.44			
Rate Schedule Q (Group 5 - Prepay Option) – Monthly Rate covers Energy, Full Maintenance, and Equipment Replacement. <u>Rates</u> <u>Lamp</u> <u>Monthly Rate per Luminaire</u>		<ul style="list-style-type: none"> ▪ Regulated ▪ Non Metered ▪ Company Owned ▪ Underground ▪ All Decorative Fixtures (including Cut off Col) ▪ May have a Surcharge to cover costs for lights and accessories, which go above and beyond what the rate allows. ▪ Customer pays all the upfront construction and equipment costs. 	
100 W HPS \$6.08 150 W HPS \$6.89 250 W HPS \$8.52 400 W HPS \$10.97			

Definition: Customer installs and owns street light system. Maintenance is only provided if the street is Xcel Energy approved. Customer must install a feed point, which distinguishes the difference between the customer and Xcel Energy systems.

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1000 W Mercury Vapor	\$1.70																												
70 W HPS	\$1.80																												
100 W HPS	\$1.60																												
150 W HPS	\$1.70																												
200 W HPS	\$1.40																												
250 W HPS	\$1.40																												
400 W HPS	\$1.50																												
1000 W HPS	\$3.25																												
<p>Partial Service B – KM03 Rate Schedule B</p> <table> <tr> <th><u>Lamp</u></th><th><u>Monthly Rate per Luminaire</u></th></tr> <tr><td>100 W Mercury Vapor</td><td>\$1.20</td></tr> <tr><td>175 W Mercury Vapor</td><td>\$1.15</td></tr> <tr><td>250 W Mercury Vapor</td><td>\$1.40</td></tr> <tr><td>400 W Mercury Vapor</td><td>\$1.45</td></tr> <tr><td>700 W Mercury Vapor</td><td>\$2.00</td></tr> <tr><td>1000 W Mercury Vapor</td><td>\$2.05</td></tr> <tr><td>70 W HPS</td><td>\$2.25</td></tr> <tr><td>100 W HPS</td><td>\$2.05</td></tr> <tr><td>150 W HPS</td><td>\$2.15</td></tr> <tr><td>200 W HPS</td><td>\$1.95</td></tr> <tr><td>250 W HPS</td><td>\$1.95</td></tr> <tr><td>400 W HPS</td><td>\$2.05</td></tr> <tr><td>1000 W HPS</td><td>\$3.80</td></tr> </table>	<u>Lamp</u>	<u>Monthly Rate per Luminaire</u>	100 W Mercury Vapor	\$1.20	175 W Mercury Vapor	\$1.15	250 W Mercury Vapor	\$1.40	400 W Mercury Vapor	\$1.45	700 W Mercury Vapor	\$2.00	1000 W Mercury Vapor	\$2.05	70 W HPS	\$2.25	100 W HPS	\$2.05	150 W HPS	\$2.15	200 W HPS	\$1.95	250 W HPS	\$1.95	400 W HPS	\$2.05	1000 W HPS	\$3.80	<p>The customer will purchase and stock at a location convenient to NSP, all glassware, ballast assemblies, starters, and gaskets.</p> <p>The customer will make all repairs and replacements, except for the following maintenance items which shall be performed by NSP:</p> <ul style="list-style-type: none"> ▪ Replace burned-out lamps. ▪ Group replaces all lamps on schedule. ▪ Clean lens and interior of luminaire. ▪ Replace all failed photoelectric controls. ▪ Furnish labor only to install customer furnished glassware, ballasts, starters and gaskets.
<u>Lamp</u>	<u>Monthly Rate per Luminaire</u>																												
100 W Mercury Vapor	\$1.20																												
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<p>Full Service – KM05 Rate Schedule B</p> <table> <tr> <th><u>Lamp</u></th><th><u>Monthly Rate per Luminaire</u></th></tr> <tr><td>100 W HPS</td><td>\$3.55</td></tr> <tr><td>150 W HPS</td><td>\$3.65</td></tr> <tr><td>250 W HPS</td><td>\$3.65</td></tr> </table>	<u>Lamp</u>	<u>Monthly Rate per Luminaire</u>	100 W HPS	\$3.55	150 W HPS	\$3.65	250 W HPS	\$3.65	<p>In addition to supplying and stocking materials, making all repairs and replacement of luminaries, wiring, and poles, NSP will perform the following maintenance:</p> <ul style="list-style-type: none"> ▪ Replace burned-out lamps. ▪ Group replaces all lamps on schedule. ▪ Replace all broken or damaged glassware. ▪ Replace all failed ballasts. ▪ Replace all failed starters. ▪ Replace all failed photoelectric controls. ▪ Replace failed fuses. ▪ Clean lens and interior of luminaire. 																				
<u>Lamp</u>	<u>Monthly Rate per Luminaire</u>																												
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150 W HPS	\$3.65																												
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Customer Owned Non Regulated Street Light Fixture Maintenance Rates

<p>Partial Service A – KM02 (Non Regulated Maintenance)</p> <p>Lamp Rate Schedule B</p> <p>Monthly Rate per Luminaire</p> <p>*See Attached Customer Owned Non Regulated Maintenance fees.</p>	<p>The customer will make all repairs and replacements, furnishing and installing all replacement glassware, gaskets, ballasts, and starters.</p> <p>NSP provides the following maintenance:</p> <ul style="list-style-type: none"> ■ Replacement of burned-out lamps. ■ Group replacement of all lamps on schedule. ■ Clean lens and interior of luminaire. ■ Replace all failed photoelectric controls. ■ Replace all failed fuses. <p>*If the Customer installed street lights are to be maintained by Xcel Energy, they must be approved in advance of installation.</p> <p>Xcel Energy Standard fixture:</p> <ul style="list-style-type: none"> ○ Traditional – General Electric ○ Colonial (semi cutoff) - Cooper ○ Acorn – King ○ Lantern – King ○ Vernon – Lumec ○ Shoebox – Gardco or Mountain States ○ Rectilinear – American ○ Cobra Drop and Cutoff – Cooper Lighting and General Electric
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Customer Owned Street Light – Metered

Definition: Customer installs and owns the street light system. Customer must install a feed point, which distinguishes the difference between customer and Xcel Energy systems. Electric meter is set to register consumption.

<p>A34 The customer owns and maintains ornamental street light system including underground cable, posts, lamps, ballasts, photocell, and glassware. Ballast shall provide a power factor of at least 90% and photocells shall conform to specified daily operating schedule. Company furnishes energy only at a central metered distribution point designated by Company. The daily operating schedule of the lamps shall be from approximately one-half after sunset until one-half before sunrise.</p> <p>Rate</p> <p>Customer Charge per Meter per Month - \$8.50</p> <p>Energy Charge per kWh - \$.04589</p>	<p>Customer Owned and installed (Ornamental Street Lights) Energy Only **Metered</p> <p>*No maintenance rate</p>
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Company Owned Street Light Rates

A07			Area and Directional Lighting
Area Light	Monthly Rate	Early Removal	Services Included in Rate: Company shall own, operate and maintain the lighting unit including the fixture, lamp, ballast, photoelectric control, mounting brackets and all necessary wiring. Company shall furnish all electric energy required for operation of the unit. Cobra Head Fixture Cutoff Cobra Head Fixture
100 W HPS	\$7.13	\$75.00	
175W Mercury	\$6.91		
250 W HPS	\$11.85	\$95.00	
400W Mercury	\$11.29		
Directional Light			
250 W HPS	\$13.12	\$100.00	
400 W HPS	\$17.09	\$100.00	
1000W Mercury	\$24.92		
Wood Pole	\$7.00	\$225.00	
Line Extension			
Overhead Span (Each	\$3.90	\$150.00	
Down Guy	N/A	\$65.00	
Anchor	N/A	\$60.00	

Dean Zuleger

From: Jurek, Colette C <colette.c.jurek@xcelenergy.com>
Sent: Thursday, May 10, 2012 1:11 PM
To: Bieging Jr, Edward P; Dean Zuleger
Subject: Lake Elmo: Streetlights Along Lake Elmo Avenue -- \$3,000.00 Economic Development Contribution From Xcel Energy

Dean and Ed,

I received confirmation today that our Economic Development Department can contribute \$3,000.00 to the streetlight project. It would be great if we could coordinate some sort of future formal check presentation with a "photo op" to draw some attention to this project. Dean, could you possibly send me a formal request letter on city letterhead stating that you are requesting \$3,000.00 in economic development funding for this project? We need to have some sort of formal documentation on file. I'll have our accounting department issue the check to the City of Lake Elmo. I will have the check mailed to Dean's attention.

Thanks!

Colette Jurek

Xcel Energy | Responsible By Nature

Manager - Community & Local Government Relations

3000 Maxwell Avenue

Newport MN 55055

P: 651.458.1228 C: 612.209.3501 F: 612.573.4039

E: colette.c.jurek@xcelenergy.com

XCELENERGY.COM

Please consider the environment before printing this email

From: Bieging Jr, Edward P
Sent: Friday, May 04, 2012 11:04 AM
To: 'Dean Zuleger'
Cc: Jurek, Colette C
Subject: RE: 2012 0426 Lake Elmo Lake Elmo Ave N SI bid.doc

Hi Dean,

Good News! I am sure Colette can answer that question on cost sharing. I also did some inventory checking and we have two Acorn fixtures in stock for the project. Hope you have a great weekend.

Respectfully,

Edward P. Bieging Jr.

Xcel Energy | Responsible By Nature

Project Coordinator

825 Rice Street 3rd Floor, St Paul, MN 55117

P: 651.229.2400 C: 612.790.3758

E: edward.p.bieging-jr@xcelenergy.com

XCELENERGY.COM

Please consider the environment before printing this email

From: Dean Zuleger [<mailto:DZuleger@lakeelmo.org>]
Sent: Friday, May 04, 2012 11:00 AM

To: Bieging Jr, Edward P
Subject: RE: 2012 0426 Lake Elmo Lake Elmo Ave N SI bid.doc

Ed / Colette:

We are a go on our end if we can engage in some costs sharing with you. Have we heard if Xcel would participate?

Thanks for your hard work on this matter for us,

Dean A. Zuleger
City Administrator
City of Lake Elmo, MN
651-233-5401 (Direct)
651-335-9805 (cell)
dzuleger@lakeelmo.org

"When the sun sets on your life, may it be said that you have made a difference"

From: Bieging Jr, Edward P [<mailto:edward.p.bieging-jr@xcelenergy.com>]
Sent: Thursday, April 26, 2012 12:01 PM
To: Dean Zuleger; Jurek, Colette C
Subject: 2012 0426 Lake Elmo Lake Elmo Ave N SI bid.doc

Hi Dean and Colette,

Please the attached bid letter for the four street lights we talked about this morning. I do have a map for the proposed locations and would be willing to sit down with you this afternoon to review them with you.

Respectfully
Edward P. Bieging Jr.
Xcel Energy | Responsible By Nature
Project Coordinator
825 Rice Street 3rd Floor, St Paul, MN 55117
P: 651.229.2400C: 612.790.3758
E: edward.p.bieging-jr@xcelenergy.com

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