THE CITY OF
LAKE ELMO

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, February 24, 2015 7:00 P.M.
City of Lake Elmo | 3800 Laverne Avenue North
Agenda

A. Call to Order
B. Pledge of Allegiance
C. Roll Call
D. Order of Business
E. Approval of Agenda
F. Accept Minutes
1. Accept February 3, 2015 City Council Meeting Minutes
2. Accept February 5, 2015 Special City Council Meeting Minutes

G. Council Reports
H. Presentations/Public Comments/Inquiries
I. Finance Consent Agenda
3. Approve Payment of Disbursements and Payroll
4. Accept Financial Report dated January 31, 2015
5. Accept Building Report dated January 31, 2015
6. Accept City Assessor Report dated January 31, 2015
7. Jane Road 201 Wastewater System – Approve Site Testing and Monitoring Plan
8. 2015 Seal Coat Project – West Lakeland Township Joint Services Agreement
9. 2015 Seal Coat Project – Authorize Preparation of Plans and Specifications

J. Other Consent Agenda
10. Planning Commission Appointments
11. Council Minutes Format
12. Hammes Estates 1st Addition Development Agreement Amendment Request; ***Resolution No. 2015-09***
13. Savona Preliminary Plat Resolution Amendment; ***Resolution No. 2015-10***

K. Regular Agenda
14. 39th Street N: Street & Sanitary Sewer Improvements – Change Order No. 3
15. Amend City Facility Use Policy (*tabled from previous meeting*)
16. Recording of City Meetings (*Bloyer request*)
17. Ramsey Washington Suburban Cable Commission/Tim Finnerty – Comcast Transfer; ***Resolution No. 2015-11***
18. Financial Planning Services Agreement
19. Water Surface Ordinance Amendment – Ordinary High Water Level – Lake Olson/Demontreville (*Bloyer request*)

L. Discussion Item
20. Rural Area Development Discussion – *No Memo* (*Bloyer request*)

M. Staff Reports and Announcements
N. Executive Session to discuss pending or potential litigation relating to non-public employment matter.
O. Adjourn

CITY OF LAKE ELMO
CITY COUNCIL MINUTES
FEBRUARY 3, 2015

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

PRESENT: Mayor Mike Pearson and Council Members Julie Fliflet, Anne Smith, and Jill Lundgren.

ABSENT: Council Member Bloyer

Staff present: City Administrator Zuleger, City Attorney Snyder, Community Development Director Klatt, City Engineer Griffin, Finance Director Bendel, and City Clerk Bell.

PLEDGE OF ALLIGENCE

APPROVAL OF AGENDA

Council Member Lundgren asked to add Item 9b. Mayor Pearson asked to remove Item 12. Council Member Smith pulled Items 7, 9, and 10 for discussion. Council Member Fliflet pulled Items 8 and 9b for discussion.

MOTION: *Council Member Lundgren moved* ***TO APPROVE THE FEBRUARY 3, 2014 CITY COUNCIL AGENDA AS AMENDED.*** *Mayor Pearson seconded the motion.* ***MOTION PASSED 3-1 (LUNDGREN NAY).***

ITEM 1: ACCEPT MINUTES

The Council discussed changes to the submitted minutes.

THE JANUARY 13, 2014 CITY COUNCIL MINUTES WERE APPROVED AS AMENDED BY CONSENSUS.

THE JANUARY 20, 2014 CITY COUNCIL MINUTES WERE APPROVED AS AMENDED BY CONSENSUS.

COUNCIL REPORTS:

Mayor Pearson: attended Cable Commission and Lake Elmo Park Commission meetings. Met with residents on a code compliance issue; the mayor took issue with previous statements made regarding his interaction with a resident during past lake use meeting. Mayor Pearson recounted what his viewing of the video showed and his recent conversations with subject. He and the subject hoped for a compromise.

Council Member Smith: Met with Council Member Fliflet and Washington County Commissioner Kriesel regarding library. Continuing discussions on finding a solution. Council Member Fliflet echoed the positive meeting sentiment.

Council Member Fliflet: residents have concerns regarding traffic on Hwy 5. She would like staff to help coordinate an in-person meeting with state.

Council Member Lundgren: worked on AED funding; talked to John Schiltz and LMC about creating a farmer's market; met with HOA and Valley Branch Watershed District advisory committee regarding milfoil issues.

PUBLIC COMMENTS/INQUIRIES

Dave Moore, 8680 Stillwater Blvd commended the mayor's maintenance of order. He spoke about previous statements made about sewer in the village. He stated that growth is coming and urged the Council to look at the history to ensure that mistakes are not repeated. He also voiced his concern about past council meetings.

Wally Nelson, 4582 Lilac Lane N., voiced his concerns regarding actions taken at previous meetings including the meeting schedule and committee appointments.

Alex Hermon, 2008 Paris Cove Ct., asked how the officials became council members and for how long.

FINANCE CONSENT AGENDA

3. Approve Payment of Disbursements and Payroll
4. 39th Street N: Street & Sanitary Sewer Improvements – Change Order No. 2
5. Pumphouse No. 4 Improvements – Compensating Change Order No. 2
6. Pumphouse No. 4 Improvements – Pay Request No. 7
7. ~~2015 Compensation Adjustments~~

MOTION: *Council Member Smith moved* ***TO APPROVE THE FINANCE CONSENT AGENDA AS PRESENTED.*** *Council Member Lundgren seconded the motion.* ***MOTION PASSED 4-0.***

ITEM 7: 2015 COMPENSATION ADJUSTMENTS

Council Member Smith asked if the pay adjustments have historically been effective retroactively. Finance Director Bendel stated that they had not.

MOTION: *Mayor Pearson moved* ***TO APPROVE THE 2015 COMPENSATION ADJUSTMENTS OF $34,297 AS RECOMMENDED BY THE CITY STAFF IN ACCORDANCE WITH THE 2015 CITY OF LAKE ELMO BUDGET AND GUIDED BY SATISFACTORY PERFORMANCE REVIEWS AND THE 2013 DPW CLASSIFICATION MATRIX IN THE SAME MANNER AS LAST YEAR.*** *Council Member Fliflet seconded the motion.* ***MOTION PASSED 3-1 (SMITH - NAY).***

Council Member Smith requested a friendly amendment to look back at previous years to see if adjustments have ever been retroactive. The amendment was not accepted.

OTHER CONSENT AGENDA

ITEM 8: DESIGNATE OFFICIAL PUBLICATION NEWSPAPER OF RECORD

MOTION: *Council Member Fliflet moved* ***TO DESIGNATE THE OAKDALE-LAKE ELMO REVIEW AS THE OFFICIAL NEWSPAPER OF RECORD FOR 2015 AND DESIGNATE THE ST. PAUL PIONEER PRESS AS THE BACK-UP OFFICIAL NEWSPAPER ON AN AS NEEDED BASIS.*** *Council Member Smith seconded the motion.* ***MOTION PASSED 4-0.***

ITEM 9: PUBLIC SAFETY AND FINANCE COMMITTEE APPOINTMENT

Council Members Smith, Fliflet and Lundgren explained their opposition to the appointment of the former council member.

Wally Nelson, 4582 Lilac Lane N., apologized to council if he was viewed as inappropriate, but believes he would continue to be an asset.

MOTION: *Mayor Pearson moved* ***TO APPOINT WALLY NELSON TO THE LAKE ELMO PUBLIC SAFETY COMMITTEE.*** *There was no second.* ***MOTION FAILS FOR LACK OF SECOND.***

Mayor Pearson explained his disappointment with the failure to appoint Mr. Nelson and why he thought Mr. Nelson has been an asset to the City's financial status.

ITEM 9B: PLANNING COMMISSION APPOINTMENT

MOTION: *Council Member Lundgren moved* ***TO APPOINT GARY FIELDS AS A FULL VOTING MEMBER OF THE PLANNING COMMISSION.*** *Mayor Pearson seconded the motion.*

Council Member Fliflet noted that there may be multiple applicants who still may apply and would like to wait and appoint all new members at the same time.

MOTION PASSED 4-0.

ITEM 10: AMEND CITY FACILITY USE POLICY

MOTION: *Mayor Pearson moved* ***TO AMEND THE CITY OF LAKE ELMO PUBLIC FACILITY USE POLICY TO INCLUDE A PROVISION THAT ALL STATUTORILY CREATED PUBLIC BODIES AND TAXING AUTHORITIES USING THE CITY'S MEETING FACILITIES VIDEO RECORD THEIR PROCEEDINGS IN THE INTEREST OF PUBLIC TRANSPARENCY.*** *Council Member Smith seconded the motion.*

Council Member Lundgren stated that she know the Valley Branch Watershed District does not want to record their meetings. It was noted that it is not statutorily required. Mayor Pearson explained he is in favor of public transparency. Council Member Fliflet does not believe there is a transparency issue because they are open public meetings. Council Member Lundgren would like to table the item until Council Member Bloyer is back.

MOTION: *Mayor Pearson moved* ***TO TABLE THE ITEM.*** *Council Member Smith seconded the motion.* ***MOTION PASSED 4-0.***

REGULAR AGENDA

ITEM 11: BLINKOFF POOL – SALE OF PROPERTY IN DEMONTREVILLE WILDLIFE PARK; *RES. NO. 2015-05, RES. NO. 2015-06, VACATION PUBLIC HEARING*

Community Development Director Klatt provided overview of the background. He explained the land sale discussion at the planning commission and the two recommended additional findings. Staff explained the reason the initial estimate given to the Parks Commission was not obtained. The estimate was based on the market value and City Assessor appraisal. City Attorney Snyder explained the legal options and implications of each. The question of whether the City would ever want to develop the park land was posed. It was pointed out that there is a natural gas pipeline running across the entire wildlife park that would make future development difficult. Mr. Snyder was comfortable with proposed solution. It was noted that a formal appraisal would cost the city a couple thousand dollars.

MOTION: *Mayor Pearson moved* ***TO OPEN PUBLIC HEARING.*** *Council Member Lundgren seconded the motion.* ***MOTION PASSED 4-0. Public Hearing Opened at 8:23 pm***

David and Mary Blinkoff, 7920 DeMontreville Trail North, explained how the pool was permitted and installed. City Administrator Zuleger noted that the initial asking price offered the owners was $6,000.00. The Blinkoffs explained that they had done everything in good faith, but the local contractor has been responsible for the location. It was pointed out that the issue is time sensitive with the sale of their property.

MOTION: *Council Member Smith moved* ***TO CLOSE PUBLIC HEARING.*** *Council Member Lundgren seconded the motion.* ***MOTION PASSED 4-0. Public Hearing Closed at 8:27pm***

Mayor Pearson recused himself. His company did not install the pool, but may service it.

MOTION A: *Council Member Lundgren moved* ***TO APPROVE RESOLUTION NO. 2015-05, A RESOLUTION VACATING A PORTION OF PUBLIC PARK LAND.*** *Council Member Fliflet seconded the motion.* ***MOTION A PASSED 3-0-1. (Pearson abstained)***

MOTION B: *Council Member Lundgren moved* ***TO APPROVE RESOLUTION NO. 2015-06, A RESOLUTION AUTHORIZING THE SALE OF CITY PROPERTY FOR $3,000.*** *Council Member Fliflet seconded the motion.* ***MOTION B PASSED 4-0***

Council Member Smith expressed her sympathy for the Blinkoffs but explained she would have preferred a higher negotiation price. Council Member Fliflet noted she wants to make sure it is clear this is not setting a precedent.

City Clerk Bell explained that the previous question (Motion A) needs to be reconsidered as the vacation legally requires a 4/5 vote for approval. City Attorney Snyder stated that there is no conflict for the Mayor's vote.

RECONSIDERATION OF MOTION A: *Council Member Smith moved* ***TO APPROVE RESOLUTION NO. 2015-05, A RESOLUTION VACATING A PORTION OF PUBLIC PARK LAND.*** *Council Member Lundgren seconded the motion.* ***MOTION A PASSED 4-0.***

Point of privilege taken at 8:33pm. Reconvened at 8:40 pm.

ITEM 13: 5TH STREET LANDSCAPING AND LIGHTING PLAN REVIEW

Community Development Director Klatt presented the proposed 5th St. landscape design. Council Member Bloyer called in to meeting via phone. Council Member Lundgren asked about the acorn lamps and the dark sky policy. It was explained that they will be in compliant.

The turn lanes were discussed. The plan does include left turn lanes and right in, right out turn lanes. There will be main neighborhood access points. It was explained that MSA roads require certain specifications.

It was explained that the City will be responsible for maintenance. The homeowners do not abut the road, so the City will be responsible for it. It was noted that there has been Public Works input on the impact. It was also explained that the developers will be responsible for initial plantings. The replacement plantings will be City's responsibility.

No Formal Action Requested

ITEM 14: PLANNING COMMISSION WORK PLAN FOR 2015

Community Development Director Klatt presented the 2015 Planning Work Plan. The Council discussed the status of the Village Area planning. It was clarified that the chart did not indicate that it is complete.

Mayor Pearson asked that the scope of the Village Work Group be defined and meetings be recorded. Council Member Bloyer asked if the meetings will be recorded. The council discussed the Village Work Group status. Council Member Bloyer's participation was discussed. It was explained that he is not able to vote by teleconference.

No formal action taken

ITEM 15: EASTON VILLAGE FINAL PLAT; *RES. NO. 2015-07*

Community Development Director Klatt provided summary of the final plat proposal and the related changes from the preliminary plat. Remaining critical issues are 1) storm water management, 2) east village sewer trunk project, 3) platting of out lots, 4) airport (MAC) issues, and 5) final routine checklist items for plat approval. Planning Commission recommended approval 5-1.

The required disclosure statement was discussed. Staff currently does not receive any complaints about the airport. The airport safety zones were discussed. The method of delivery of the disclosure statement to subsequent owners was discussed.

The lack of an identified builder was discussed. The developer stated that he is still negotiating with builders. City Attorney Snyder explained that it is common in PUD applications to have a specified builder. The fact that there are a large number of walkout basements included in the proposal was discussed.

Whether all the conditions have been met was discussed. Mr. Klatt stated that it is staff's opinion that the conditions have been sufficiently met to proceed for final plat approval. Mr. Snyder recommended to Council to make it clear that the future railroad crossing costs be borne by the developer.

The proposed street names were discussed. There are concerns about causing confusion with non-connecting streets. The temporary access on Manning Ave. was discussed. The developer explained his timeline. The park land credit was discussed. It was noted that the Council wants the outlots addressed in the developer agreement. Possible future village design standards and how they would affect the approved plat were discussed. It was explained that there is a two-year timeframe from final plat approval that proposals are grandfathered in. It was also clarified that the Watershed did not specifically require all walkouts.

The comprehensive plan's guiding principles for the Old Village were discussed. Mr. Klatt explained that preliminary plat approval includes comp plan compliance.

The future railroad crossing and who would bear the costs were further discussed. It was clarified that the staff position is that the developer agreement will address the issue. The developer would prefer to have the costs assigned at a later phase, possibly with the future development plat to the north that will actually include the crossing. The Council opinion is that it is inevitable and favors addressing it sooner rather than later.

MOTION: *Council Member Smith moved* ***TO TABLE THE ITEM.*** *Council Member Fliflet seconded the motion.* ***MOTION A PASSED 4-0.***

Council Member Bloyer asked about Resolution 2014-46 comp plan amendment. He also requested that a land use discussion that allows 2.5 acre parcels be placed on next agenda; would like to file a formal data request from the Library Board regarding previous tenant Serenity Hypnosis and Massage. The Council decided to let the attorney decide any investigation issues.

STAFF REPORTS AND ANNOUNCEMENTS

City Administrator Zuleger: meeting with Adam Dunnick from Met Council on Friday 2/6/15 at 11:30 at Lake Elmo Inn; Carriage Station survey is complete; code enforcement review; There are two potential commercial buildings being proposed on I94 corridor; met with school site selectors.

City Finance Director: working on year-end processing and downtown numbers. Council Member Fliflet recognized the large amount of work that the finance director has had in January.

City Attorney Snyder: requested that two council members meet with him on code enforcement issue. Council Members Smith and Lundgren volunteered.

Community Development Director Klatt: No report.

City Engineer Griffin: No report.

City Clerk Bell: Noted that there is a special meeting Thursday, February 5th at 7:00 pm here at City Hall. The February 17th City Council meeting has been rescheduled to February 24th at 7:00 pm. The Elmo Liquor License applicant will be meeting with the staff to consider zoning text amendment.

Mayor Pearson Adjourned the meeting at 11:07 pm.

LAKE ELMO CITY COUNCIL

ATTEST:

Mike Pearson, Mayor

Adam R. Bell, City Clerk

DRAFT

CITY OF LAKE ELMO
SPECIAL CITY COUNCIL MINUTES
FEBRUARY 5, 2015

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

PRESENT: Mayor Mike Pearson and Council Members Fliflet, Smith, Bloyer and Lundgren

Staff present: Finance Director Bendel, City Attorney Snyder, Community Development Director Klatt, City Engineer Griffin, City Planner Johnson, City Administrator Zuleger, and Deputy Clerk Gumatz.

PLEDGE OF ALLEGIANCE

ITEM II: MUNICIPAL CONSENT ON PHASE 1 OF THE DOWNTOWN STREET AND UTILITY PROJECT; RESOLUTION NO. 2015-08

City Administrator Zuleger gave an overview of how this project got moved up from 2018 to 2015. Many residents in the old village were having problems with their septic systems, as well as flooding issues each spring. City Administrator Zuleger also explained municipal consent and what the next steps are.

Washington County Deputy Public Works Director Wayne Sandberg spoke about some of the problems in the old village. He also spoke about Washington County's role in this project and the county's partnership with the city. Mr. Sandberg also explained what would happen if Lake Elmo chose to delay this project. Washington County Commissioner Gary Kriesel also talked about the partnership between Lake Elmo and Washington County.

City Planner Nick Johnson gave a presentation about Phase I Downtown Street and Utility Project. This includes Laverne Ave., Upper 33rd St., 36th St., and the Regional Stormwater Improvements (downstream). Planner Johnson went over the proposed project schedule as well as gave an overview of what Municipal Consent is. The Preliminary Design for Phase I was outlined. There was further discussion about what would happen if the city did not approve or chose to delay Phase I. The Preliminary Design for Phase I outline presentation was continued. Planner Johnson presented options for 36th Street and Laverne Avenue north of 36th Street.

Frank Squadrito, 3570 Laverne Ave., spoke about flooding issues on his property. He also spoke about his desire for city sewer and to see the water issues corrected.

Dave Faint, 3617 Laverne Ave., spoke about the flooding issues on his property. He voiced his support for storm sewer. He also said that he prefers Option 2 for both Laverne Ave and 36th St. Mr. Faint also stated his concern for the flooding that takes place in the alley between Laverne and Layton.

Bill Wacker, 3603 Laverne Ave., asked about extending 36th street. He also spoke about traffic in the old village when Lake Elmo Avenue is torn up. He felt that Lake Elmo Avenue should be redone first before the city roads.

City Engineer Jack Griffin explained why the city streets were being done prior to Lake Elmo Avenue.

Susan Dunn, 11018 Upper 33rd St N., thanked Washington County for partnering with the city. She also spoke about drainage issues in the old village. She hopes that Washington County is working with the Valley Branch Watershed District on this project. She also asked about the size of the pipes being used.

Finance Director Bendel gave a report on the financial considerations regarding the project. The 2015 budget included this project at $8.2 million and now it is at $10 million. There was further discussion regarding the financing of the project as well as future sewer. City Administrator Zuleger spoke about some funding options for sewer. The city is looking at various grants to help pay for sewer costs.

Stewart Johnson, 3603 Lake Elmo Avenue, is happy to see the improvements coming. He is also concerned about tree removal. He also spoke about assessment methodology.

The trees and landscaping plan was discussed. Most of the decisions regarding what types of trees will be used as replacement trees will be made at a later date.

Meeting recessed at 9:20pm. Meeting reconvened at 9:27pm.

MOTION: *Council Member Bloyer moved* ***THAT AS WE MOVE FORWARD WITH MUNICIPAL CONSENT WE STRIP THE SIDEWALKS FROM EVERY STREET IN PHASE I.*** *Mayor Pearson seconded the motion.*

There was further discussion regarding sidewalks. There was also discussion about putting an overpass or underpass across Highway 5 and what the costs would be.

MOTION FAILED 1-4 (BLOYER - AYE).

MOTION: *Mayor Pearson moved* ***TO RECOMMEND APPROVAL OF RESOLUTION NO. 2015-08, APPROVING MUNICIAL CONSENT FOR PHASE I OF THE DOWNTOWN STREET AND UTILITY PROJECT.*** *Council Member Bloyer seconded the motion.*

The options for parking and sidewalks on Laverne Ave. were discussed. Option 1 includes parking and sidewalks on both sides of Laverne Ave. north of 36th Street. Option 2 has parking and sidewalks only on the west side of Laverne Ave. north of 36th Street.

FIRST MOTION TO AMEND: *Council Member Smith moved* ***TO AMEND FOR LAVERNE AVE NORTH OF 36TH GO WITH OPTION 2.*** *Mayor Pearson seconded the motion to amend.*

The two options for Laverne Ave. north of 36th Street were further discussed. The Planning and Engineering perspectives and opinions were given. They both recommended sidewalks on each side of Laverne Ave.

FIRST MOTION TO AMEND PASSED 3-2 (SMITH/BLOYER – NAY).

The regional stormwater management plan was discussed. Frank Ticknor from Washington County explained the stormwater management plan that the county is proposing. Placement of the stormwater pond was debated. It was explained that there are not very many places where the pond can be put because of the size needed.

SECOND MOTION TO AMEND: *Council Member Smith moved* ***TO AMEND FOR 36TH STREET TO GO WITH OPTION 1.*** *Council Member Bloyer seconded the motion to amend.* ***SECOND MOTION TO AMEND PASSED 5-0.***

ORIGINAL MOTION PASSED AS AMENDED 5-0.

Mayor Pearson adjourned meeting at 10:48 pm.

LAKE ELMO CITY COUNCIL

ATTEST:

Mike Pearson, Mayor

Beckie Gumatz, Deputy Clerk

THE CITY OF LAKE ELMO

MAYOR & COUNCIL COMMUNICATION

DATE: **February 24, 2015**
CONSENT ITEM **#3**
MOTION

AGENDA ITEM: Approve Disbursements in the amount of $247,751.86

SUBMITTED BY: Cathy Bendel, Finance Director

THROUGH: Cathy Bendel, Finance Director

REVIEWED BY: Dean Zuleger, City Administrator

SUGGESTED ORDER OF BUSINESS:

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

POLICY RECOMMENDER: Finance

FISCAL IMPACT: $247,751.86

SUMMARY AND ACTION REQUESTED: As part of its Consent Agenda, the City Council is asked to approve disbursements in the amount of $247,751.86. No specific motion is needed as this is recommended to be part of the *Consent Agenda*.

LEGISLATIVE HISTORY: NA

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

Claim #	Amount	Description
ACH	$ 11,843.64	Payroll Taxes to IRS & MN Dept of Revenue 2/19/2015
ACH	$ 6,417.85	Payroll Retirement to PERA 2/19/2015
DD6090-DD6111	$ 30,217.08	Payroll Dated (Direct Deposits) 2/19/2015
42371-43425	$ 196,933.29	Accounts Payable 2/24/2015
2626-2663	$ 2,340.00	Library Card Reimbursement 2/24/2015
TOTAL	**$ 247,751.86**	

RECOMMENDATION: Based on the aforementioned, the staff recommends the City Council approve as part of the Consent Agenda the aforementioned disbursements in the amount of $247,751.86.

ATTACHMENTS:

1. Accounts Payable – check registers

Accounts Payable
To Be Paid Proof List

User: PattyB
Printed: 02/19/2015 - 12:21 PM
Batch: 004-02-2015

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close	POLine #
ACROSS Across the Street Productions											
21-2644	02/13/2015	385.00	0.00	02/24/2015	Blue Card on-line IC Training		-			No	0000
101-420-2220-44370	Conferences & Training										
	21-2644 Total:	385.00									
	ACROSS Total:	385.00									
AMAZONIN Amazon Inc											
	02/05/2015	528.86	0.00	02/24/2015	Adult Books		-			No	0000
206-450-5300-42500	Library Collection Maintenance										
	02/05/2015	926.44	0.00	02/24/2015	Computers		-			No	0000
206-450-5300-42500	Library Collection Maintenance										
	02/05/2015	118.59	0.00	02/24/2015	Office		-			No	0000
206-450-5300-42500	Library Collection Maintenance										
	02/05/2015	78.46	0.00	02/24/2015	DVDs		-			No	0000
206-450-5300-42500	Library Collection Maintenance										
	02/05/2015	198.06	0.00	02/24/2015	Teen		-			No	0000
206-450-5300-42500	Library Collection Maintenance										
	02/05/2015	30.67	0.00	02/24/2015	Juv		-			No	0000
206-450-5300-42500	Library Collection Maintenance										
	02/05/2015	9.90	0.00	02/24/2015	Audio		-			No	0000
206-450-5300-42500	Library Collection Maintenance										
	Total:	1,890.98									
	AMAZONIN Total:	1,890.98									
AMERICAN American Eng and Testing, Inc.											
66015	01/29/2015	7,846.10	0.00	02/24/2015	Water Tower No 4		-			No	0000
601-494-9400-43030	Engineering Services										
	66015 Total:	7,846.10									
	AMERICAN Total:	7,846.10									

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close	POLine #
AMLEGAL American Legal Publishing Corp											
103136	02/12/2015	495.00	0.00	02/24/2015	Internet Renewal 3/3/15-3/3/16		-			No	0000
101-410-1320-43510	Legal Publishing										
	103136 Total:	495.00									
	AMLEGAL Total:	495.00									
BAKERPAT Baker Patricia											
2015-01	02/10/2015	1,144.06	0.00	02/24/2015	Contract Services - January 2015		-			No	0000
101-000-0000-20200	Accounts Payable										
2015-01	02/10/2015	980.62	0.00	02/24/2015	Contract Services - January 2015		-			No	0000
601-000-0000-20200	Accounts Payable										
2015-01	02/10/2015	163.45	0.00	02/24/2015	Contract Services - January 2015		-			No	0000
602-000-0000-20200	Accounts Payable										
2015-01	02/10/2015	980.62	0.00	02/24/2015	Contract Services - January 2015		-			No	0000
603-000-0000-20200	Accounts Payable										
	2015-01 Total:	3,268.75									
	BAKERPAT Total:	3,268.75									
BIFFS Biff's Inc.											
W552245	02/04/2015	66.00	0.00	02/24/2015	Sunfish Lake		-			No	0000
101-450-5200-44120	Rentals - Buildings										
	W552245 Total:	66.00									
	BIFFS Total:	66.00									
BOLTONME Bolton & Menk, Inc											
0174854	01/30/2015	3,994.20	0.00	02/24/2015	2013.132 Pumphouse 4		-			No	0000
601-494-9400-43030	Engineering Services										
	0174854 Total:	3,994.20									
	BOLTONME Total:	3,994.20									
C A C Companion Animal Control, LLC											
January	01/31/2015	620.00	0.00	02/24/2015	Animal Control Services - January 2015		-			No	0000
101-000-0000-20200	Accounts Payable										
January	01/31/2015	30.00	0.00	02/24/2015	Dog Pick up/impound 7am-7pm		-			No	0000
101-420-2700-43160	Impounding										
	January Total:	650.00									
	C A C Total:	650.00									
CARLSONK Carlson Keith											
	02/02/2015	550.00	0.00	02/24/2015	Refund License & Background Check fees		-			No	0000
101-000-0000-32110	Liquor License										

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close	POLine #
	Total:	550.00									
	CARLSONK Total:	550.00									
CARQUEST Car Quest Auto Parts											
2055-338597	01/13/2015	146.60	0.00	02/24/2015	Parts		-			No	0000
101-430-3125-42210	Equipment Parts										
	2055-338597 Total:	146.60									
2055-338716	01/14/2015	58.64	0.00	02/24/2015	Parts		-			No	0000
101-430-3125-42210	Equipment Parts										
	2055-338716 Total:	58.64									
2055-339309	01/22/2015	64.22	0.00	02/24/2015	Parts		-			No	0000
101-430-3125-42210	Equipment Parts										
	2055-339309 Total:	64.22									
	CARQUEST Total:	269.46									
COMCAST Comcast											
	01/27/2015	7.90	0.00	02/24/2015	Monthly service		-			No	0000
101-420-2220-44300	Miscellaneous										
	Total:	7.90									
	COMCAST Total:	7.90									
CTYBLOOM City of Bloomington											
Jan -15	01/31/2015	31.50	0.00	02/24/2015	Lab bacteria testing		-			No	0000
601-494-9400-42270	Utility System Maintenance										
	Jan -15 Total:	31.50									
	CTYBLOOM Total:	31.50									
CTYHUGO City of Hugo											
	02/03/2015	86.00	0.00	02/24/2015	Building inspection fees		-			No	0000
101-420-2400-43150	Inspector Contract Services										
	02/03/2015	25.99	0.00	02/24/2015	Mileage		-			No	0000
101-420-2400-43150	Inspector Contract Services										
	Total:	111.99									
	CTYHUGO Total:	111.99									
CTYOAKDA City of Oakdale											
10000460-01	01/31/2015	2,983.19	0.00	02/24/2015	Water Service 1/1-1/31/15 South Pit		-			No	0000
601-494-9400-43820	Water Utility										
	10000460-01 Total:	2,983.19									

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close	POLine #
	CTYOAKDA Total:	2,983.19									
CTYROSEV City of Roseville											
219924	02/10/2015	2,951.42	0.00	02/24/2015	Monthly IT Services - Feb		-			No	0000
101-410-1450-43180	Information Technology/Web										
	219924 Total:	2,951.42									
219947	02/10/2015	107.64	0.00	02/24/2015	Monthly phone - Admin		-			No	0000
101-410-1320-43210	Telephone										
219947	02/10/2015	17.00	0.00	02/24/2015	Monthly phone - Building		-			No	0000
101-420-2400-43210	Telephone										
219947	02/10/2015	17.00	0.00	02/24/2015	Monthly phone - Communication		-			No	0000
101-410-1450-43210	Telephone										
219947	02/10/2015	17.00	0.00	02/24/2015	Monthly phone - Engineering		-			No	0000
101-410-1930-43210	Telephone										
219947	02/10/2015	34.00	0.00	02/24/2015	Monthly phone - Finance		-			No	0000
101-410-1520-43210	Telephone										
219947	02/10/2015	47.15	0.00	02/24/2015	Monthly phone - PLanning		-			No	0000
101-410-1910-43210	Telephone										
219947	02/10/2015	224.65	0.00	02/24/2015	Monthly phone - PW		-			No	0000
101-430-3100-43210	Telephone										
	219947 Total:	464.44									
	CTYROSEV Total:	3,415.86									
E.G.RUD E.G. Rud & Sons, Inc.											
30371	02/16/2015	2,530.50	0.00	02/24/2015	Carriage Station Survey		-			No	0000
404-480-8000-43050	Other Park Ded Prof Services										
	30371 Total:	2,530.50									
	E.G.RUD Total:	2,530.50									
EBSCO Ebsco											
1000008872	12/03/2014	1,175.00	0.00	02/24/2015	Auto Repair Reference Center - Dec 2014		-			No	0000
206-000-0000-20200	Accounts Payable										
	1000008872 Total:	1,175.00									
	EBSCO Total:	1,175.00									
EMERGENC Emergency Services Marktg Inc.											
P2014-1996	02/09/2015	37.04	0.00	02/24/2015	Annual IAMRESPONDING		-			No	0000
101-420-2220-44330	Dues & Subscriptions										
	P2014-1996 Total:	37.04									
	EMERGENC Total:	37.04									

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close	POLine #
EMERGRES Emergency Response Solutions											
3441	01/30/2015	43.70	0.00	02/24/2015	SCBA thread protectors		-			No	0000
101-420-2220-42400	Small Tools & Equipment										
	3441 Total:	43.70									
	EMERGRES Total:	43.70									
EMPIRE Empire Pipe Services											
1858	02/09/2015	2,248.25	0.00	02/24/2015	Eagle Point		-			No	0000
409-480-8000-43030	Engineering Services										
1858	02/09/2015	1,130.90	0.00	02/24/2015	Eagle Point		-			No	0000
602-495-9450-44030	Repairs\Maint Imp Not Bldgs										
	1858 Total:	3,379.15									
	EMPIRE Total:	3,379.15									
Enright Enright Robert											
Cable	01/27/2015	55.00	0.00	02/24/2015	Cable Operations - CCW 1/27/15		-			No	0000
101-410-1450-43620	Cable Operations										
Cable	01/27/2015	25.00	0.00	02/24/2015	Bonus		-			No	0000
101-410-1450-43620	Cable Operations										
	Cable Total:	80.00									
	Enright Total:	80.00									
FASTENAL Fastenal Company											
MNOAK8823	01/20/2015	23.88	0.00	02/24/2015	Hardware		-			No	0000
101-430-3125-42210	Equipment Parts										
	MNOAK8823 Total:	23.88									
MNOAK8875	01/26/2015	29.79	0.00	02/24/2015	Hardware		-			No	0000
101-430-3125-42210	Equipment Parts										
	MNOAK8875 Total:	29.79									
	FASTENAL Total:	53.67									
FOCUS Focus Engineering, Inc.											
1697-1701	01/31/2015	9,290.25	0.00	02/24/2015	General		-			No	0000
101-000-0000-20200	Accounts Payable										
	1697-1701 Total:	9,290.25									
1702	01/31/2015	2,442.25	0.00	02/24/2015	Water		-			No	0000
601-494-9400-43030	Engineering Services										
1702	01/31/2015	2,237.75	0.00	02/24/2015	Sewer		-			No	0000
602-495-9450-43030	Engineering Services										
1702	01/31/2015	4,894.00	0.00	02/24/2015	Surface Water		-			No	0000
603-496-9500-43030	Engineering Services										
	1702 Total:	9,574.00									

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close	POLine #
1703	01/31/2015	265.50	0.00	02/24/2015	2015.113 Transportation & Traffic		-			No	0000
409-480-8000-43030	Engineering Services										
1703	01/31/2015	549.50	0.00	02/24/2015	2015.115 Street Maintenance		-			No	0000
409-480-8000-43030	Engineering Services										
1703	01/31/2015	402.50	0.00	02/24/2015	2015.114 Municipal Aid		-			No	0000
409-480-8000-43030	Engineering Services										
1703	01/31/2015	2,106.00	0.00	02/24/2015	2015.116 Capital Improvement		-			No	0000
409-480-8000-43030	Engineering Services										
1703	01/31/2015	45.00	0.00	02/24/2015	2015.117 2015 Seal Coat		-			No	0000
409-480-8000-43030	Engineering Services										
	1703 Total:	3,368.50									
1704	01/31/2015	320.00	0.00	02/24/2015	2012.128 Water Design System		-			No	0000
601-494-9400-43030	Engineering Services										
	1704 Total:	320.00									
1705	01/31/2015	408.75	0.00	02/24/2015	2013.125 Production Well 4		-			No	0000
601-494-9400-43030	Engineering Services										
	1705 Total:	408.75									
1706	01/31/2015	326.96	0.00	02/24/2015	2013.126 Sectio 34 Water		-			No	0000
601-494-9400-43030	Engineering Services										
1706	01/31/2015	490.44	0.00	02/24/2015	2013.126 Sectio 34 Sewer		-			No	0000
602-495-9450-43030	Engineering Services										
	1706 Total:	817.40									
1707	01/31/2015	260.00	0.00	02/24/2015	2013.131 Well No 4 Connecting		-			No	0000
601-494-9400-43030	Engineering Services										
	1707 Total:	260.00									
1708	01/31/2015	1,951.25	0.00	02/24/2015	2013.132 Pumphouse 4		-			No	0000
601-494-9400-43030	Engineering Services										
	1708 Total:	1,951.25									
1709	01/31/2015	1,889.90	0.00	02/24/2015	2013.133 LE Ave Trunk Watermain		-			No	0000
601-494-9400-43030	Engineering Services										
	1709 Total:	1,889.90									
1710	01/31/2015	10,422.23	0.00	02/24/2015	2013.134 LE Ave Corridor		-			No	0000
409-480-8000-43030	Engineering Services										
	1710 Total:	10,422.23									
1711	01/31/2015	1,817.25	0.00	02/24/2015	2013.135 2014 Street Impr Feasibility		-			No	0000
409-480-8000-43030	Engineering Services										
	1711 Total:	1,817.25									
1712	01/31/2015	531.00	0.00	02/24/2015	2014.120 State Hiway 36		-			No	0000
409-480-8000-43030	Engineering Services										
	1712 Total:	531.00									
1713	01/31/2015	3,017.25	0.00	02/24/2015	2014.131 39th Street		-			No	0000
409-480-8000-43030	Engineering Services										
	1713 Total:	3,017.25									
1714	01/31/2015	1,362.50	0.00	02/24/2015	2014.140 Jane Road 201 System		-			No	0000
602-495-9450-43030	Engineering Services										

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close	POLine #
	1714 Total:	1,362.50									
1715	01/31/2015	111.80	0.00	02/24/2015	2012.129 Keats Ave Watermain		-			No	0000
601-494-9400-43030	Engineering Services										
1715	01/31/2015	148.20	0.00	02/24/2015	2012.129 Keats Ave Street		-			No	0000
409-480-8000-43030	Engineering Services										
	1715 Total:	260.00									
1717	01/31/2015	642.50	0.00	02/24/2015	2012.13 Lennar I94 Corridor		-			No	0000
803-000-0000-22910	Developer Payments										
	1717 Total:	642.50									
1718	01/31/2015	104.00	0.00	02/24/2015	2013.128 Amaris		-			No	0000
803-000-0000-22910	Developer Payments										
	1718 Total:	104.00									
1719	01/31/2015	742.60	0.00	02/24/2015	Hunters Crossing		-			No	0000
803-000-0000-22910	Developer Payments										
	1719 Total:	742.60									
1720	01/31/2015	1,141.85	0.00	02/24/2015	2014.124 Engstrom		-			No	0000
803-000-0000-22910	Developer Payments										
	1720 Total:	1,141.85									
1721	01/31/2015	2,639.50	0.00	02/24/2015	2014.126 Easton Village		-			No	0000
803-000-0000-22910	Developer Payments										
	1721 Total:	2,639.50									
1722	01/31/2015	88.50	0.00	02/24/2015	2014.138 Savonna II addition		-			No	0000
803-000-0000-22910	Developer Payments										
	1722 Total:	88.50									
1723	01/31/2015	263.60	0.00	02/24/2015	2014.139 Inwood PUD		-			No	0000
803-000-0000-22910	Developer Payments										
	1723 Total:	263.60									
2015.120	01/31/2015	380.00	0.00	02/24/2015	2015.120 EP Blvd Street Improvement		-			No	0000
409-480-8000-43030	Engineering Services										
	2015.120 Total:	380.00									
	FOCUS Total:	51,292.83									
FRANCOTY Francotyp-Postalia, Inc											
R1102289995	01/22/2015	206.30	0.00	02/24/2015	Postage machine ink		-			No	0000
101-410-1320-42000	Office Supplies										
	R1102289995 Total:	206.30									
	FRANCOTY Total:	206.30									
GKSERVIC G&K Services											
1182726926	01/28/2015	37.80	0.00	02/24/2015	Uniforms		-			No	0000
101-430-3100-44170	Uniforms										
	1182726926 Total:	37.80									
1182738267	01/28/2015	37.80	0.00	02/24/2015	Uniforms		-			No	0000
101-430-3100-44170	Uniforms										

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close	POLine #
	1182738267 Total:	37.80									
1182749712	01/28/2015	37.80	0.00	02/24/2015	Uniforms		-			No	0000
101-430-3100-44170	Uniforms										
	1182749712 Total:	37.80									
	GKSERVIC Total:	113.40									
H & L H & L Mesabi Corp											
92690	01/29/2015	7,200.32	0.00	02/24/2015	Plow Blades		-			No	0000
101-430-3125-44040	Repairs/Maint Eqpt										
	92690 Total:	7,200.32									
	H & L Total:	7,200.32									
INTERSTA Interstate All Battery Ctr											
1902701002323	02/05/2015	79.80	0.00	02/24/2015	Helmet flashlight batteries		-			No	0000
101-420-2220-44040	Repairs/Maint Eqpt										
	1902701002323 Total:	79.80									
	INTERSTA Total:	79.80									
JANIKING Jani-King of Minnesota, Inc											
MIN02150437	02/01/2015	326.00	0.00	02/24/2015	February Janitorial Services		-			No	0000
101-410-1940-44010	Repairs/Maint Contractual Bldg										
	MIN02150437 Total:	326.00									
	JANIKING Total:	326.00									
JOHNSON& Johnson & Turner Attorneys											
	02/06/2015	9,384.00	0.00	02/24/2015	Legal Services		-			No	0000
101-000-0000-20200	Accounts Payable										
	Total:	9,384.00									
	JOHNSON& Total:	9,384.00									
kathfuel Kath Fuel Oil Service Co											
479768	09/22/2014	1,653.45	0.00	02/24/2015	Fuel		-			No	0000
101-000-0000-20200	Accounts Payable										
	479768 Total:	1,653.45									
497641	02/04/2015	470.67	0.00	02/24/2015	Fuel		-			No	0000
101-430-3100-42120	Fuel, Oil and Fluids										
	497641 Total:	470.67									
497767	09/22/2014	1,111.92	0.00	02/24/2015	Fuel		-			No	0000
101-000-0000-20200	Accounts Payable										
	497767 Total:	1,111.92									

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close	POLine #
	kathfuel Total:	3,236.04									
Landscap Landscape Architecture, Inc											
Task order 10	02/17/2014	780.00	0.00	02/24/2015	Wildflower		-			No	0000
803-000-0000-22910	Developer Payments										
	Task order 10 Total:	780.00									
Task order 2	02/10/2015	390.00	0.00	02/24/2015	Hammes		-			No	0000
803-000-0000-22910	Developer Payments										
	Task order 2 Total:	390.00									
	Landscap Total:	1,170.00									
LANG RON Ron's Inspection Services, LLC											
9	02/04/2015	2,073.50	0.00	02/24/2015	Building inspector services		-			No	0000
101-420-2400-43150	Inspector Contract Services										
9	02/04/2015	316.25	0.00	02/24/2015	Mileage		-			No	0000
101-420-2400-43310	Mileage										
	9 Total:	2,389.75									
	LANG RON Total:	2,389.75									
LEOIL Lake Elmo Oil, Inc.											
	01/31/2015	91.61	0.00	02/24/2015	Fuel		-			No	0000
101-430-3120-42120	Fuel, Oil and Fluids										
	01/31/2015	196.75	0.00	02/24/2015	Fuel		-			No	0000
101-420-2220-42120	Fuel, Oil and Fluids										
	Total:	288.36									
	LEOIL Total:	288.36									
Lillie Newspapers Inc. Lillie Suburban											
7148	01/30/2105	13.23	0.00	02/24/2015	Notice - Elmo Liquor		-			No	0000
101-410-1320-43510	Legal Publishing										
7148	01/30/2105	29.10	0.00	02/24/2015	Notice - Tract C land		-			No	0000
101-410-1320-43510	Legal Publishing										
	7148 Total:	42.33									
	Lillie Total:	42.33									
LOFF Loffler Companies, Inc.											
1920684	02/09/2015	558.67	0.00	02/24/2015	Contract Overage Charge 1/10-2/9/15		-			No	0000
101-410-1940-44040	Repairs/Maint Contractual Eqpt										
	1920684 Total:	558.67									

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close	POLine #
	LOFF Total:	558.67									
MACLEOD MacLeod Alyssa											
	02/02/2015	57.27	0.00	02/24/2015	LMC Conference mileage		-			No	0000
101-410-1450-43310 Mileage											
	Total:	57.27									
	MACLEOD Total:	57.27									
MAGC MN Association Of											
15MEMLE	02/17/2015	75.00	0.00	02/24/2015	Membership Renewal - MacLeod		-			No	0000
101-410-1450-44370 Conferences & Training											
	15MEMLE Total:	75.00									
	MAGC Total:	75.00									
MARIER Marier Sherri											
	02/11/2015	120.16	0.00	02/24/2015	Ancestry.com Presenter		-			No	0000
206-450-5300-42500 Library Collection Maintenance											
	Total:	120.16									
	MARIER Total:	120.16									
MARONEYS Maroney's Sanitation, Inc											
563255	02/05/2015	137.94	0.00	02/24/2015	City Hall		-			No	0000
101-410-1940-43840 Refuse											
563255	02/05/2015	49.71	0.00	02/24/2015	Fire		-			No	0000
101-420-2220-43840 Refuse											
563255	02/05/2015	216.67	0.00	02/24/2015	PW		-			No	0000
101-430-3100-43840 Refuse											
563255	02/05/2015	216.67	0.00	02/24/2015	Fire		-			No	0000
101-420-2220-43840 Refuse											
563255	02/05/2015	49.89	0.00	02/24/2015	Library		-			No	0000
206-450-5300-43840 Refuse											
	563255 Total:	670.88									
	MARONEYS Total:	670.88									
MENARDSO Menards - Oakdale											
65202	01/03/2015	244.22	0.00	02/24/2015	Building main. supplies		-			No	0000
101-450-5200-44010 Repairs/Maint Bldg											
	65202 Total:	244.22									
66781	01/23/2015	18.09	0.00	02/24/2015	Paint, supplies		-			No	0000
101-450-5200-44010 Repairs/Maint Bldg											
	66781 Total:	18.09									

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close	POLine #
67178	01/27/2015	11.92	0.00	02/24/2015	Painting Supplies		-			No	0000
101-450-5200-44010	Repairs/Maint Bldg										
	67178 Total:	11.92									
67230	01/28/2015	53.44	0.00	02/24/2015	Paint		-			No	0000
101-450-5200-44010	Repairs/Maint Bldg										
	67230 Total:	53.44									
67321	01/29/2015	243.99	0.00	02/24/2015	Sewage pump and charger		-			No	0000
101-430-3125-44040	Repairs/Maint Eqpt										
	67321 Total:	243.99									
67323	01/29/2015	21.91	0.00	02/24/2015	Tape		-			No	0000
101-450-5200-44010	Repairs/Maint Bldg										
	67323 Total:	21.91									
67379	01/29/2015	28.54	0.00	02/24/2015	Paint supplies		-			No	0000
101-450-5200-44010	Repairs/Maint Bldg										
	67379 Total:	28.54									
67496	01/31/2015	64.61	0.00	02/24/2015	Supplies		-			No	0000
101-450-5200-44010	Repairs/Maint Bldg										
	67496 Total:	64.61									
67913	02/05/2015	96.83	0.00	02/24/2015	Water supplies		-			No	0000
601-494-9400-44300	Miscellaneous										
	67913 Total:	96.83									
68267	02/09/2015	106.10	0.00	02/24/2015	Paint supplies		-			No	0000
101-450-5200-44010	Repairs/Maint Bldg										
	68267 Total:	106.10									
	MENARDSO Total:	889.65									
MENARDST Menards - Stillwater											
58982	02/06/2015	22.43	0.00	02/24/2015	Vehicle Maintenance		-			No	0000
101-420-2220-44040	Repairs/Maint Eqpt										
	58982 Total:	22.43									
	MENARDST Total:	22.43									
MES Municipal Emergency Svs. Inc.											
00597750SNV	01/29/2015	88.82	0.00	02/24/2015	Smoke Liquid for smoke machine		-			No	0000
101-420-2220-44370	Conferences & Training										
	00597750SNV Total:	88.82									
	MES Total:	88.82									
METCOU Metropolitan Council											
1040473	02/04/2015	1,466.00	0.00	02/24/2015	Monthly Wastewater - March 2015		-			No	0000
101-000-0000-15500	Prepaid Items										
	1040473 Total:	1,466.00									

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close	POLine #
	METCOU Total:	1,466.00									
METSAC Metropolitan Council											
January 2015	02/18/2015	22,141.35	0.00	02/24/2015	SAC Due Met Council - Jan 2015		-			No	0000
602-000-0000-20802	SAC due Met Council										
	January 2015 Total:	22,141.35									
	METSAC Total:	22,141.35									
MILLEREX Miller Excavating, Inc.											
19071	01/26/2015	2,839.88	0.00	02/24/2015	Water Main Break		-			No	0000
601-494-9400-44030	Repairs\Maint Imp Not Bldgs										
	19071 Total:	2,839.88									
19117	02/10/2015	1,335.00	0.00	02/24/2015	Water Main Break - LE Ave		-			No	0000
601-494-9400-44030	Repairs\Maint Imp Not Bldgs										
	19117 Total:	1,335.00									
	MILLEREX Total:	4,174.88									
MNDOH MN Department of Health											
	02/18/2015	1,661.00	0.00	02/24/2015	Water supply connection fee 1/01-3/31/15		-			No	0000
601-494-9400-43820	Water Utility										
	Total:	1,661.00									
	MNDOH Total:	1,661.00									
MORNING Morningstar											
33457691	02/16/2015	1,817.00	0.00	02/24/2015	Subscription		-			No	0000
206-450-5300-42500	Library Collection Maintenance										
	33457691 Total:	1,817.00									
	MORNING Total:	1,817.00									
NYORKER The New Yorker											
	02/06/2015	25.00	0.00	02/24/2015	Subscription		-			No	0000
206-450-5300-42500	Library Collection Maintenance										
	Total:	25.00									
	NYORKER Total:	25.00									
NYTIMES THE NEW YORK TIMES											
890168271	01/25/2015	211.90	0.00	02/24/2015	Subscription		-			No	0000
206-450-5300-42500	Library Collection Maintenance										
	890168271 Total:	211.90									

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close	POLine #
	NYTIMES Total:	211.90									
OAKDALEF Oakdale Fire Department											
20132015	02/13/2015	487.50	0.00	02/24/2015	Vehicle Response to Pipeline Incident		-			No	0000
101-000-0000-20200	Accounts Payable										
	20132015 Total:	487.50									
	OAKDALEF Total:	487.50									
ONECALL Gopher State One Call											
132152	01/31/2015	73.95	0.00	02/24/2015	Tickets		-			No	0000
101-430-3100-43150	Contract Services										
	132152 Total:	73.95									
	ONECALL Total:	73.95									
PETTYLIB Petty Cash - Library											
	02/05/2015	315.51	0.00	02/24/2015	Collection maintenance		-			No	0000
206-450-5300-42500	Library Collection Maintenance										
	02/05/2015	141.91	0.00	02/24/2015	Building maintenance		-			No	0000
206-450-5300-44010	Repairs/Maint Bldg										
	Total:	457.42									
	PETTYLIB Total:	457.42									
PINKY Pinky's Sewer Service, Inc.											
64964	02/02/2015	100.00	0.00	02/24/2015	Pumped two tanks		-			No	0000
206-450-5300-44010	Repairs/Maint Bldg										
	64964 Total:	100.00									
	PINKY Total:	100.00									
PIONEERP Pioneer Press											
115520397	01/31/2015	339.40	0.00	02/24/2015	City Notices/Public Hearing 11/25/14		-			No	0000
101-410-1450-43510	Public Notices										
	115520397 Total:	339.40									
	PIONEERP Total:	339.40									
PLANT Plant & Flanged Equipment Co											
64436	01/28/2015	13.00	0.00	02/24/2015	Gasket		-			No	0000
601-494-9400-44300	Miscellaneous										
	64436 Total:	13.00									

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close	POLine #
	PLANT Total:	13.00									
POMPS Pomp's Tire Service, Inc.											
210159836	02/02/2015	2,662.28	0.00	02/24/2015	Replace rear tires on E1		-			No	0000
101-420-2220-44040	Repairs/Maint Eqpt										
	210159836 Total:	2,662.28									
	POMPS Total:	2,662.28									
RABOUIN RABOUIN, INC											
	02/01/2015	7,543.00	0.00	02/24/2015	2014 Assessments		-			No	0000
101-000-0000-20200	Accounts Payable										
	Total:	7,543.00									
	RABOUIN Total:	7,543.00									
RIVRCOOP River Country Cooperative											
	01/31/2015	190.87	0.00	02/24/2015	Fuel		-			No	0000
101-420-2220-42120	Fuel, Oil and Fluids										
	Total:	190.87									
	RIVRCOOP Total:	190.87									
S&T S&T Office Products, Inc.											
01QU5532	02/04/2015	245.88	0.00	02/24/2015	Admin		-			No	0000
101-410-1320-42000	Office Supplies										
01QU5532	02/04/2015	27.93	0.00	02/24/2015	Planning		-			No	0000
101-410-1910-42000	Office Supplies										
	01QU5532 Total:	273.81									
	S&T Total:	273.81									
SAFEFAST Safe-Fast, Inc.											
148946	01/19/2015	16.88	0.00	02/24/2015	Camo/Sandstone Brown		-			No	0000
101-430-3100-44170	Uniforms										
	148946 Total:	16.88									
149250	02/06/2015	79.00	0.00	02/24/2015	Calibration		-			No	0000
101-430-3100-42400	Small Tools & Minor Equipment										
	149250 Total:	79.00									
	SAFEFAST Total:	95.88									
SCHLOMKA Schlomka Service LLC											
16735	01/21/2015	230.00	0.00	02/24/2015	Pump Tanks		-			No	0000
101-430-3100-44010	Repairs/Maint Bldg										

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close	POLine #
16735	01/21/2015	230.00	0.00	02/24/2015	Pump Tanks		-			No	0000
101-000-0000-20200	Accounts Payable										
	16735 Total:	460.00									
	SCHLOMKA Total:	460.00									
TASCH T.A. Schifsky & Sons Inc											
57577	01/26/2015	154.80	0.00	02/24/2015	Asphalt		-			No	0000
101-430-3120-42240	Street Maintenance Materials										
	57577 Total:	154.80									
	TASCH Total:	154.80									
TDS TDS Metrocom - LLC											
6517798882	02/13/2015	89.53	0.00	02/24/2015	Analog - Fire		-			No	0000
101-420-2220-43210	Telephone										
6517798882	02/13/2015	214.21	0.00	02/24/2015	Analog - PW		-			No	0000
101-430-3100-43210	Telephone										
6517798882	02/13/2015	82.58	0.00	02/24/2015	Analog - Lift Station Alarm		-			No	0000
602-495-9450-43210	Telephone										
6517798882	02/13/2015	43.29	0.00	02/24/2015	Alarm - Well house 2		-			No	0000
601-494-9400-43210	Telephone										
	6517798882 Total:	429.61									
	TDS Total:	429.61									
TOOLGUY The Tool Guy, LLC											
1543	02/03/2015	95.45	0.00	02/24/2015	Tools		-			No	0000
601-494-9400-42400	Small Tools & Minor Equipment										
	1543 Total:	95.45									
	TOOLGUY Total:	95.45									
TOWNCTRY Town & Country Cleaning Co											
215526	02/01/2015	215.00	0.00	02/24/2015	February Cleaning Service		-			No	0000
206-450-5300-44010	Repairs/Maint Bldg										
	215526 Total:	215.00									
	TOWNCTRY Total:	215.00									
TRKUTI Truck Utilities Inc.											
280457	02/12/2015	188.92	0.00	02/24/2015	Equipment parts		-			No	0000
101-430-3125-42210	Equipment Parts										
	280457 Total:	188.92									

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close	POLine #
	TRKUTI Total:	188.92									
TWINGAR Twin City Garage Door Corp.											
432817	02/04/2015	225.00	0.00	02/24/2015	Repair garage door at Stat 1		-			No	0000
101-420-2220-44010	Repairs/Maint Bldg										
	432817 Total:	225.00									
	TWINGAR Total:	225.00									
U of M University of Minnesota											
	02/17/2015	185.00	0.00	02/24/2015	Training - Jaime Colemer		-			No	0000
101-450-5200-44370	Conferences & Training										
	Total:	185.00									
	U of M Total:	185.00									
WASH-REC Washington County											
	02/02/2015	828.00	0.00	02/24/2015	18x documents		-			No	0000
101-410-1910-42030	Printed Forms										
	Total:	828.00									
	WASH-REC Total:	828.00									
WASHTAX Washington County											
80494	02/09/2015	600.00	0.00	02/24/2015	Automark Maintenance Fee		-			No	0000
101-410-1410-43150	Contract Services										
	80494 Total:	600.00									
	WASHTAX Total:	600.00									
WEEKSEND Weeks-End Signs & Graphics											
2053	01/19/2015	85.00	0.00	02/24/2015	Sunfish Park Gate sign		-			No	0000
404-480-8000-44030	Repairs/Maint Imp Not Bldgs										
	2053 Total:	85.00									
	WEEKSEND Total:	85.00									
WHEATON Wheaton Joseph											
20150202	02/03/2015	808.50	0.00	02/24/2015	Electrical Inspections - January		-			No	0000
101-000-0000-20802	Electrical Permit Fees Payable										
	20150202 Total:	808.50									
	WHEATON Total:	808.50									

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close	POLine #
Whiteani White Anita											
Cable	02/05/2015	55.00	0.00	02/24/2015	CC Special Meeting 2/5/15		-			No	0000
101-410-1450-43620	Cable Operations										
Cable	02/03/2015	55.00	0.00	02/24/2015	CCM 2/3/15		-			No	0000
101-410-1450-43620	Cable Operations										
Cable	02/05/2015	25.00	0.00	02/24/2015	Bonus		-			No	0000
101-410-1450-43620	Cable Operations										
Cable	02/03/2015	25.00	0.00	02/24/2015	Bonus		-			No	0000
101-410-1450-43620	Cable Operations										
	Cable Total:	160.00									
	Whiteani Total:	160.00									
XCEL Xcel Energy											
01272015	01/27/2015	214.97	0.00	02/24/2015	Electrical Utility		-			No	0000
101-450-5200-43810	Electric Utility										
01272015	01/27/2015	75.92	0.00	02/24/2015	Electrical Utility		-			No	0000
602-495-9450-43810	Electric Utility										
01272015	01/27/2015	31.97	0.00	02/24/2015	Electrical Utility		-			No	0000
101-430-3160-43810	Street Lighting										
01272015	01/27/2015	29.80	0.00	02/24/2015	Electrical Utility		-			No	0000
101-430-3160-43810	Street Lighting										
01272015	01/27/2015	1,196.08	0.00	02/24/2015	Electrical Utility		-			No	0000
101-420-2220-43810	Electric Utility										
01272015	01/27/2015	415.16	0.00	02/24/2015	Electrical Utility		-			No	0000
101-410-1940-43810	Electric Utility										
01272015	01/27/2015	29.72	0.00	02/24/2015	Electrical Utility		-			No	0000
101-430-3160-43810	Street Lighting										
01272015	01/27/2015	777.73	0.00	02/24/2015	Electrical Utility		-			No	0000
101-410-1940-43810	Electric Utility										
01272015	01/27/2015	11.58	0.00	02/24/2015	Electrical Utility		-			No	0000
101-450-5200-43810	Electric Utility										
01272015	01/27/2015	132.98	0.00	02/24/2015	Electrical Utility		-			No	0000
101-450-5200-43810	Electric Utility										
01272015	01/27/2015	25.99	0.00	02/24/2015	Electrical Utility		-			No	0000
101-450-5200-43810	Electric Utility										
01272015	01/27/2015	1,832.00	0.00	02/24/2015	Electrical Utility		-			No	0000
601-494-9400-43810	Electric Utility										
01272015	01/27/2015	44.43	0.00	02/24/2015	Electrical Utility		-			No	0000
101-430-3160-43810	Street Lighting										
01272015	01/27/2015	167.38	0.00	02/24/2015	Electrical Utility		-			No	0000
101-450-5200-43810	Electric Utility										
01272015	01/27/2015	20.69	0.00	02/24/2015	Electrical Utility		-			No	0000
602-495-9450-43810	Electric Utility										

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close	POLine #
01272015	01/27/2015	18.75	0.00	02/24/2015	Electrical Utility		-			No	0000
602-495-9450-43810	Electric Utility										
01272015	01/27/2015	743.10	0.00	02/24/2015	Electrical Utility		-			No	0000
101-420-2220-43810	Electric Utility										
01272015	01/27/2015	441.58	0.00	02/24/2015	Electrical Utility		-			No	0000
101-450-5200-43810	Electric Utility										
01272015	01/27/2015	1,900.98	0.00	02/24/2015	Electrical Utility		-			No	0000
101-430-3160-43810	Street Lighting										
01272015	01/27/2015	28.11	0.00	02/24/2015	Electrical Utility		-			No	0000
101-430-3160-43810	Street Lighting										
01272015	01/27/2015	14.80	0.00	02/24/2015	Electrical Utility		-			No	0000
101-450-5200-43810	Electric Utility										
01272015	01/27/2015	32.04	0.00	02/24/2015	Electrical Utility		-			No	0000
101-450-5200-43810	Electric Utility										
01272015	01/27/2015	3,432.80	0.00	02/24/2015	Electrical Utility		-			No	0000
101-430-3100-43810	Electric Utility										
01272015	01/27/2015	153.84	0.00	02/24/2015	Electrical Utility		-			No	0000
601-494-9400-43810	Electric Utility										
01272015	01/27/2015	12.76	0.00	02/24/2015	Electrical Utility		-			No	0000
101-430-3160-43810	Street Lighting										
01272015	01/27/2015	728.51	0.00	02/24/2015	Electrical Utility		-			No	0000
206-450-5300-43810	Electric Utility										
01272015	01/27/2015	270.13	0.00	02/24/2015	Electrical Utility		-			No	0000
602-495-9450-43810	Electric Utility										
01272015	01/27/2015	155.81	0.00	02/24/2015	Electrical Utility		-			No	0000
601-494-9400-43810	Electric Utility										
01272015	01/27/2015	13.90	0.00	02/24/2015	Electrical Utility		-			No	0000
101-450-5200-43810	Electric Utility										
01272015	01/27/2015	528.84	0.00	02/24/2015	Electrical Utility		-			No	0000
601-494-9400-43810	Electric Utility										
	01272015 Total:	13,482.35									
	XCEL Total:	13,482.35									
ZACK Zack's, Inc.											
30109	01/08/2015	425.42	0.00	02/24/2015	Shop supplies		-			No	0000
101-430-3100-42150	Shop Materials										
	30109 Total:	425.42									
	ZACK Total:	425.42									
	Report Total:	173,554.29									

Accounts Payable
To Be Paid Proof List

User: PattyB
Printed: 02/19/2015 - 12:34 PM
Batch: 005-02-2015

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close	POLine #
SW/WC SW/WC Service Cooperatives											
c1210-20 7	01/28/2015	23,379.00	0.00	02/24/2015	March Premium		-			No	0000
101-000-0000-21706	Medical Insurance										
	c1210-20 7 Total:	23,379.00									
	SW/WC Total:	23,379.00									
	Report Total:	23,379.00									

THE CITY OF LAKE ELMO

MAYOR & COUNCIL COMMUNICATION

DATE: **February 24, 2015**
CONSENT ITEM **#4**
MOTION

AGENDA ITEM: January 2015 Financial Reporting

SUBMITTED BY: Cathy Bendel, Finance Director

THROUGH: Cathy Bendel, Finance Director

SUGGESTED ORDER OF BUSINESS:

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

POLICY RECOMMENDER: Finance

FISCAL IMPACT: NA

SUMMARY AND ACTION REQUESTED: As part of its Consent Agenda, the City Council is asked to accept the January 2015 Financial Reporting Packet. No specific motion is needed as this is recommended to be part of the overall approval of the *Consent Agenda*.

BACKGROUND INFORMATION: The City of Lake Elmo has fiduciary authority and responsibility to conduct normal business operations and report the financial (unaudited) statement to the City Council. City guidelines suggest the Council be updated on a regular basis.

STAFF REPORT: Attached please find the comparative financial statements for the month of January 2015 reflecting the monthly and year to date detail, comparing the actual results to the 2015 Budget.

GENERAL FUND:

The most significant budget to actual variances are highlighted below:

Revenues:

- Building Permit revenue for the month was 41% below budget. The budget was compiled for the full year only and the amount shown for the month of January is 1/12th of the total budgeted for the year. This represents 5 new home starts.
- Sewer Permit revenue for the month was 100% below budget due to there being no new sewer permits in the month of January.
- Zoning and permit revenue was 100% above budget due to the budget for January being zero.
- Fine revenue for the month was 43% below budget. This is primarily a timing issue as there is very little court activity in January and the budget amount represents 1/12th of the annual budgeted amount.

Expenses:

Most departments were at or below budget for the month due to the on-going diligent management of expenditures to the bottom line. A few items to note:

- Mayor and Council – The League of MN annual dues cover 9/1 – 8/31 each year. As a result, the amount in January is the carryover amount paid in 2014 as well as the annual contribution of $5,000 made to the Youth Services Bureau in January for 2015.
- Planning and Zoning – FT Salary expense is above budget due to as there not being as much billable developer activity to offset toward escrow proceeds as anticipated in the budget.
- Engineering services expense is 24% above budget due to more general fund activity being worked on than anticipated in the budget.
- City Hall – Repairs and Maintenance Bldg – The repairs and maintenance expense for the month was 188% above budget due to having to do some electrical work in the new space which was not planned for in the budget ($1,068).
- Fire – Repairs and Maintenance Bldg – The repairs and maintenance expense for January is $1,350 above budget due to there being a cost savings opportunity by paying for the annual lawn service up front for the two fire stations. This is a timing issue that will catch up throughout the year.
- Building Inspection – The building inspection expenses are 46% below budget due to their utilization of a contracted inspector until the permit volume ramps up to a level justifying a staff addition.
- Sand & Salt – Salt expense for the month was 6% above budget for the month of January.

RECOMMENDATION: Based on the aforementioned, the staff recommends the City Council accept the attached January Financial Report.

ATTACHMENT:

1. January Financial Reports

City of Lake Elmo
2015 By Month
Budget to Actual Comparative
For the month ending January 31, 2015
101-General Fund Summary
By Department

2/24/2015

DEPT 410 - GEN'L GOV'T	Full Year BUDGET 2015	% to date	MONTH BUDGET Month	MONTH ACTUAL Month	MONTH Variance ($) Month	MONTH Variance (%) Month	YTD BUDGET YTD	YTD ACTUAL YTD	YTD Variance ($) YTD	YTD Variance (%) YTD
REVENUE										
Total Revenue	3,798,334.00	1.39%	71,982.25	52,837.78	(19,147.47)	-26.60%	71,985.25	52,837.78	(19,147.47)	-26.60%
EXPENSE										
Total Mayor & Council	40,955.00	22.54%	10,500.00	9,233.00	1,267.00	12.07%	10,500.00	9,233.00	1,267.00	12.07%
Total Administration	407,316.00	6.71%	28,787.37	27,342.92	1,444.45	5.02%	28,787.37	27,342.92	1,444.45	5.02%
Total Elections	1,050.00	0.00%	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%
Total Communications	70,842.00	6.75%	4,962.77	4,782.27	180.50	3.64%	4,962.77	4,782.27	180.50	3.64%
Total Finance	134,647.00	6.84%	7,581.31	9,209.29	(1,627.98)	-21.47%	7,581.31	9,209.29	(1,627.98)	-21.47%
Total Planning & Zoning	224,218.00	8.54%	16,555.62	19,153.92	(2,598.30)	-15.69%	16,555.62	19,153.92	(2,598.30)	-15.69%
Total Engineering Services	54,800.00	10.22%	4,500.00	5,601.00	(1,101.00)	-24.47%	4,500.00	5,601.00	(1,101.00)	-24.47%
Total City Hall	50,235.00	11.79%	4,231.00	5,920.44	(1,689.44)	-39.93%	4,231.00	5,920.44	(1,689.44)	-39.93%
Total General Government	984,063.00	8.26%	77,118.07	81,242.84	(4,124.77)	-5.35%	77,118.07	81,242.84	(4,124.77)	-5.35%
DEPT 420 - PUBLIC SAFETY										
Total Police	517,799.00	0.20%	0.00	1,034.22	(1,034.22)	-100.00%	0.00	1,034.22	(1,034.22)	-100.00%
Total Prosecution	50,000.00	9.67%	4,100.00	4,832.50	(732.50)	-17.87%	4,100.00	4,832.50	(732.50)	-17.87%
Total Fire	385,312.00	8.24%	27,445.47	31,736.77	(4,291.30)	-15.64%	27,445.47	31,736.77	(4,291.30)	-15.64%
Total Fire Relief	37,323.00	0.00%	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%
Total Building Inspections	323,558.00	3.67%	21,824.08	11,862.01	9,962.07	45.65%	21,824.08	11,862.01	9,962.07	45.65%
Total Emergency Communications	7,000.00	0.00%	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%
Total Animal Control	6,800.00	9.12%	565.00	620.00	(55.00)	-9.73%	565.00	620.00	(55.00)	-9.73%
Total Public Safety	1,327,792.00	3.77%	53,934.55	50,085.50	3,849.05	7.14%	53,934.55	50,085.50	3,849.05	7.14%

			MONTH				YTD			
DEPT 430 - PUBLIC WORKS			BUDGET Month	ACTUAL Month	Variance ($) Month	Variance (%) Month	BUDGET YTD	ACTUAL YTD	Variance ($) YTD	Variance (%) YTD
Total Public Works	380,195.00	6.58%	31,482.69	25,014.10	6,468.59	20.55%	31,482.69	25,014.10	6,468.59	20.55%
Total Streets	222,578.00	0.00%	1,060.00	0.00	1,060.00	100.00%	1,060.00	0.00	1,060.00	100.00%
Total Ice & Snow Removal	95,500.00	16.89%	16,200.00	16,126.48	73.52	0.45%	16,200.00	16,126.48	73.58	0.45%
Total Street Lighting	28,000.00	7.44%	2,350.00	2,084.10	265.90	11.31%	2,350.00	2,084.10	265.90	11.31%
Total Recycling	9,500.00	0.00%	500.00	0.00	500.00	100.00%	500.00	0.00	500.00	100.00%
Total Tree Program	6,000.00	0.00%	500.00	0.00	500.00	100.00%	500.00	0.00	500.00	100.00%
Total Public Works	741,773.00	5.83%	52,092.69	43,224.68	8,868.01	17.02%	52,092.69	43,224.68	8,868.01	17.02%
DEPT 450 - CULTURE, RECREATION										
Total Parks & Recreation	153,028.00	7.81%	11,475.74	11,944.98	(469.24)	-4.09%	11,475.74	11,944.98	(469.24)	-4.09%
IT & Telephone	109,560.00	7.55%	8,930.00	8,267.69	662.31	7.42%	8,930.00	8,267.69	662.31	7.42%
GRAND TOTAL ALL EXPENSES	3,316,216.00	5.62%	194,621.05	186,498.00	8,123.05	4.17%	194,621.05	186,498.00	(1,126.95)	4.17%
SUB TOTAL NET INC OVER EXP	482,118.00	-27.72%	(122,635.80)	(133,660.22)	(11,024.42)	8.99%	(122,635.80)	(133,660.22)	(11,024.42)	8.99%
DEPT 460 - COMP ADJ	0.00	0.00%	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%
DEPT 490 - CONTINGENCY FUND	0.00	0.00%	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%
TRANS TO CITY PROJ FUND (STREETS)	160,000.00	0.00%	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%
DEPT 493 - OTH FINANCING	200,000.00	0.00%	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%
GRAND TOTAL ALL DEPTS	3,303,535.00	70.56%	194,621.05	186,498.00	8,123.05	4.17%	194,621.05	186,498.00	8,123.05	4.17%
Net Income over Expenses	0.00	0.00%	(122,635.80)	(133,660.22)	(11,024.42)	-8.99%	(122,635.80)	(133,660.22)	(11,024.42)	-8.99%

City of Lake Elmo
2015 By Month
Budget to Actual Comparative
For the month ending January 31, 2015
101-General Fund Detail
By Department

2/24/2015

DEPT 410 - GEN'L GOV'T	Full Year BUDGET 2015	% to date	MONTH BUDGET Month	MONTH ACTUAL Month	MONTH Variance ($) Month	MONTH Variance (%) Month	YTD BUDGET YTD	YTD ACTUAL YTD	YTD Variance ($) YTD	YTD Variance (%) YTD	YTD variance notes
REVENUE											
Current Ad Valorem Taxes	2,531,080.00	0.00%	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%	
Delinquent Ad Valorem Taxes	15,000.00	0.00%	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%	
Mobile Home Tax	11,400.00	0.00%	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%	
Fiscal Disparities	160,000.00	0.00%	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%	
Penalty & Interest on Taxes	700.00	0.00%	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%	
Liquor License	8,350.00	6.59%	350.00	550.00	200.00	57.14%	350.00	550.00	200.00	57.14%	
Wastehauler License	1,680.00	28.57%	840.00	480.00	(360.00)	-42.86%	840.00	480.00	(360.00)	-42.86%	
General Contractor License	0.00	0.00%	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%	
Heating Contractor License	2,500.00	20.00%	300.00	500.00	200.00	66.67%	300.00	500.00	200.00	66.67%	
Blacktopping Contractor License	0.00	0.00%	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%	
Building Permits	517,600.00	4.89%	43,130.00 *	25,331.45	(17,798.55)	-41.27%	43,130.00	25,331.45	(17,798.55)	-41.27%	*Amounts spread consistently by month
Building Re-inspect Fees	1,000.00	0.00%	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%	
Heating Permits	29,040.00	5.17%	2,420.00 *	1,500.00	(920.00)	-38.02%	2,420.00	1,500.00	(920.00)	-38.02%	
Plumbing Permits	29,040.00	10.33%	2,420.00 *	3,000.00	580.00	23.97%	2,420.00	3,000.00	580.00	23.97%	
Sewer Permits	10,560.00	0.00%	880.00	0.00	(880.00)	-100.00%	880.00	0.00	(880.00)	-100.00%	
Animal License	2,500.00	36.00%	1,500.00	900.00	(600.00)	-40.00%	1,500.00	900.00	(600.00)	-40.00%	
Utility Permits (ROW)	5,000.00	0.00%	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%	
Burning Permit	2,250.00	9.11%	0.00	205.00	205.00	100.00%	0.00	205.00	205.00	100.00%	
Massage Therapy Licenses	150.00	0.00%	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%	
Electrical Permit	6,051.00	13.81%	500.00	835.37	335.37	67.07%	500.00	835.37	335.37	100.00%	City share only (25%)
Homestead Credit Aid	0.00	0.00%	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%	
MSA-Maintenance	101,696.00	0.00%	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%	
State Fire Aid	41,500.00	0.00%	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%	
PERA Aid	2,749.00	0.00%	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%	
Gravel Tax	0.00	0.00%	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%	
Recycling Grant	15,500.00	0.00%	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%	
Misc State Grant/Surcharge Rev	500.00	0.00%	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%	
Cable Franchise Revenue	45,000.00	0.00%	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%	
Zoning & Subdivision Fees	7,500.00	24.67%	0.00	1,850.00	1,850.00	100.00%	0.00	1,850.00	1,850.00	100.00%	
Plan Check Fees	181,923.00	8.37%	15,160.25	15,231.54	71.29	0.47%	15,160.25	15,231.54	71.29	0.47%	
Sale of Copies, Books, Maps	175.00	4.00%	5.00	7.00	2.00	40.00%	5.00	7.00	2.00	40.00%	
Assessment Searches	750.00	8.00%	30.00	60.00	30.00	100.00%	30.00	60.00	30.00	100.00%	
Clean Up Days	2,000.00	0.00%	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%	
Cable Operation Reimbursement	2,500.00	0.00%	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%	
Fines	48,000.00	4.79%	4,000.00	2,299.42	(1,700.58)	-42.51%	4,000.00	2,299.42	(1,700.58)	-42.51%	
Miscellaneous Permits	0.00	0.00%	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%	
Fire Billable Revenue	500.00	0.00%	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%	
Miscellaneous Revenue	3,500.00	0.00%	300.00	0.00	(300.00)	-100.00%	300.00	0.00	(300.00)	-100.00%	
Internal Charges	640.00	13.75%	150.00	88.00	(62.00)	-41.33%	150.00	88.00	(62.00)	-41.33%	
Interest Earnings	10,000.00	0.00%	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%	
Donations	0.00	0.00%	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%	
Total Revenue	3,798,334.00	1.39%	71,985.25	52,837.78	(19,147.47)	-26.60%	71,985.25	52,837.78	(19,147.47)	-26.60%	

EXPENSE	Full Year BUDGET 2015	% to date	MONTH BUDGET Month	MONTH ACTUAL Month	MONTH Variance ($) Month	MONTH Variance (%) Month	YTD BUDGET YTD	YTD ACTUAL YTD	YTD Variance ($) YTD	YTD Variance (%) YTD	
1110 - Mayor & Council											
PT Salaries	25,690.00	0.00%	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%	
FICA Contributions	1,593.00	0.00%	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%	
Medicare Contributions	372.00	0.00%	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%	
Workers Compensation	300.00	0.00%	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%	
Mileage	500.00	0.00%	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%	
Miscellaneous	0.00	0.00%	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%	
Dues & Subscriptions	11,500.00	72.85%	10,000.00	8,378.00	1,622.00	16.22%	10,000.00	8,378.00	1,622.00	16.22%	2015 share of LMC annual Pmt made in Sept 2014 plus
Conferences & Training	1,000.00	85.50%	500.00	855.00	(355.00)	-71.00%	500.00	855.00	(355.00)	-71.00%	annual YSB payment
Total Mayor & Council	40,955.00	22.54%	10,500.00	9,233.00	1,267.00	12.07%	10,500.00	9,233.00	1,267.00	12.07%	
1320 - Administration											
FT Salaries	198,125.00	6.70%	15,240.38	13,271.46	1,968.92	12.92%	15,240.38	13,271.46	1,968.92	12.92%	
PERA Contributions	14,364.00	6.84%	1,104.92	981.80	123.12	11.14%	1,104.92	981.80	123.12	11.14%	
ICMA Contributions	0.00	0.00%	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%	
FICA Contributions	12,284.00	6.35%	944.92	779.60	165.32	17.50%	944.92	779.60	165.32	17.50%	
Medicare Contributions	2,873.00	6.35%	221.00	182.31	38.69	17.51%	221.00	182.31	38.69	17.51%	
Health/Dental Insurance	44,865.00	8.07%	3,451.15	3,620.00	(168.85)	-4.89%	3,451.15	3,620.00	(168.85)	-4.89%	
Unemployment Benefits	0.00	0.00%	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%	
Workers Compensation	1,000.00	0.00%	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%	
Office Supplies	5,500.00	5.57%	450.00	306.35	143.65	31.92%	450.00	306.35	143.65	31.92%	
Printed Forms	0.00	0.00%	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%	
Legal Services	45,000.00	8.80%	3,750.00	3,958.00	(208.00)	-5.55%	3,750.00	3,958.00	(208.00)	-5.55%	
Newsletter/Website	0.00	0.00%	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%	
Assessing Services	32,000.00	7.81%	2,500.00	2,500.00	0.00	0.00%	2,500.00	2,500.00	0.00	0.00%	
Contract Services	0.00	0.00%	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%	
Postage	2,000.00	39.97%	0.00	799.40	(799.40)	-100.00%	0.00	799.40	(799.40)	-100.00%	
Mileage	500.00	0.00%	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%	
Legal Publishing	5,000.00	0.00%	400.00	0.00	400.00	100.00%	400.00	0.00	400.00	100.00%	
Insurance	35,000.00	0.55%	0.00	194.00	(194.00)	-100.00%	0.00	194.00	(194.00)	-100.00%	
Cable Operation Expense	0.00	0.00%	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%	
Miscellaneous	600.00	25.00%	50.00	150.00	(100.00)	-200.00%	50.00	150.00	(100.00)	-200.00%	
Dues & Subscriptions	2,105.00	0.00%	175.00	0.00	175.00	100.00%	175.00	0.00	175.00	100.00%	
Books	0.00	0.00%	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%	
Conferences & Training	6,100.00	9.84%	500.00	600.00	(100.00)	-20.00%	500.00	600.00	(100.00)	-20.00%	
Staff Development	0.00	0.00%	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%	
Total Administration	407,316.00	6.71%	28,787.37	27,342.92	1,444.45	5.02%	28,787.37	27,342.92	1,444.45	5.02%	
1410 - Elections											
PT Salaries	0.00	0.00%	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%	
Office Supplies	0.00	0.00%	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%	
Legal Publications/Notification	0.00	0.00%	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%	
Equipment Repair	0.00	0.00%	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%	
County Election Fees	950.00	0.00%	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%	
Printed Forms	0.00	0.00%	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%	
Miscellaneous	100.00	0.00%	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%	
Total Elections	1,050.00	0.00%	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%	

1450 - Communications	Full Year BUDGET 2015	% to date	MONTH BUDGET Month	MONTH ACTUAL Month	MONTH Variance ($) Month	MONTH Variance (%) Month	YTD BUDGET YTD	YTD ACTUAL YTD	YTD Variance ($) YTD	YTD Variance (%) YTD
FT Salaries	35,876.00	4.31%	2,759.69	1,545.23	1,214.46	44.01%	2,759.69	1,545.23	1,214.46	44.01%
PERA Contributions	2,601.00	4.46%	200.08	115.88	84.20	42.08%	200.08	115.88	84.20	42.08%
FICA Contributions	2,224.00	4.18%	171.08	92.96	78.12	45.66%	171.08	92.96	78.12	45.66%
Medicare Contributions	520.00	4.18%	40.00	21.75	18.25	45.63%	40.00	21.75	18.25	45.63%
Health/Dental Insurance	9,970.00	8.18%	766.92	816.00	(49.08)	-6.40%	766.92	816.00	(49.08)	-6.40%
Workers Compensation	0.00	0.00%	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%

Newsletter	8,000.00	20.67%	0.00	1,653.50	(1,653.50)	-100.00%	0.00	1,653.50	(1,653.50)	-100.00%
Office Supplies	561.00	0.00%	50.00	0.00	50.00	100.00%	50.00	0.00	50.00	100.00%
Mileage	100.00	0.00%	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%
Public Notices	5,040.00	0.00%	350.00	0.00	350.00	100.00%	350.00	0.00	350.00	100.00%
Cable Operations	4,800.00	6.50%	400.00	311.95	88.05	22.01%	400.00	311.95	88.05	22.01%
Conferences	700.00	0.00%	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%
Repair/Maint Equipment	450.00	50.00%	225.00	225.00	0.00	0.00%	225.00	225.00	0.00	0.00%
Total Communications	70,842.00	6.75%	4,962.77	4,782.27	180.50	3.64%	4,962.77	4,782.27	180.50	3.64%
1520 - Finance										
FT Salaries	66,863.00	9.36%	5,143.31	6,258.06	(1,114.75)	-21.67%	5,143.31	6,258.06	(1,114.75)	-21.67%
PT Salaries	3,600.00	0.00%	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%
PERA Contributions	4,848.00	9.68%	372.92	469.36	(96.44)	-25.86%	372.92	469.36	(96.44)	-25.86%
FICA Contributions	4,369.00	8.45%	336.08	369.11	(33.03)	-9.83%	336.08	369.11	(33.03)	-9.83%
Medicare Contributions	1,022.00	8.45%	78.62	86.32	(7.70)	-9.79%	78.62	86.32	(7.70)	-9.79%
Health/Dental Insurance	14,955.00	5.82%	1,150.38	870.40	279.98	24.34%	1,150.38	870.40	279.98	24.34%
Unemployment Benefits	3,000.00	0.00%	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%
Workers Compensation	500.00	0.00%	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%
Office Supplies	500.00	2.40%	0.00	11.98	(11.98)	-100.00%	0.00	11.98	(11.98)	-100.00%
Printed Forms	500.00	0.00%	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%
Audit Services	27,000.00	0.00%	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%
Contract Services	6,000.00	19.07%	500.00	1,144.06	(644.06)	-128.81%	500.00	1,144.06	(644.06)	-128.81%
Mileage	50.00	0.00%	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%
Miscellaneous	200.00	0.00%	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%
Dues & Subscriptions	740.00	0.00%	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%
Conferences & Training	500.00	0.00%	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%
Total Finance	134,647.00	6.84%	7,581.31	9,209.29	(1,627.98)	-21.47%	7,581.31	9,209.29	(1,627.98)	-21.47%

	Full Year BUDGET 2015	% to date	MONTH BUDGET Month	MONTH ACTUAL Month	MONTH Variance ($) Month	MONTH Variance (%) Month	YTD BUDGET YTD	YTD ACTUAL YTD	YTD Variance ($) YTD	YTD Variance (%) YTD	YTD variance notes
1910 - Planning & Zoning											
FT Salaries	135,854.00	11.24%	10,450.31	15,274.40	(4,824.09)	-46.16%	10,450.31	15,274.40	(4,824.09)	-46.16%	
PT Salaries	3,600.00	0.00%	276.92	0.00	276.92	100.00%	276.92	0.00	276.92	100.00%	
PERA Contributions	9,849.00	10.80%	757.62	1,064.11	(306.49)	-40.45%	757.62	1,064.11	(306.49)	-40.45%	
FICA Contributions	8,646.00	10.44%	665.08	902.98	(237.90)	-35.77%	665.08	902.98	(237.90)	-35.77%	
Medicare Contributions	2,022.00	10.44%	155.54	211.18	(55.64)	-35.77%	155.54	211.18	(55.64)	-35.77%	
Health/Dental Insurance	32,047.00	8.36%	2,465.15	2,678.00	(212.85)	-8.63%	2,465.15	2,678.00	(212.85)	-8.63%	
Workers Compensation	800.00	0.00%	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%	
Developer escrow offset cost recovery	0.00	-100.00%	0.00	(1,231.40)	1,231.40	100.00%	0.00	(1,231.40)	1,231.40	100.00%	
Office Supplies	1,800.00	1.65%	150.00	29.65	120.35	80.23%	150.00	29.65	120.35	80.23%	
Printed Forms	750.00	0.00%	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%	
Engineering Services	20,000.00	0.00%	1,500.00	0.00	1,500.00	100.00%	1,500.00	0.00	1,500.00	100.00%	
Contract Services	5,000.00	0.00%	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%	
Postage	200.00	0.00%	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%	
Mileage	250.00	0.00%	20.00	0.00	20.00	100.00%	20.00	0.00	20.00	100.00%	
Miscellaneous	500.00	0.00%	40.00	0.00	40.00	100.00%	40.00	0.00	40.00	100.00%	
Dues & Subscriptions	600.00	0.00%	50.00	0.00	50.00	100.00%	50.00	0.00	50.00	100.00%	
Books	300.00	0.00%	25.00	0.00	25.00	100.00%	25.00	0.00	25.00	100.00%	
Conferences & Training	2,000.00	11.25%	0.00	225.00	(225.00)	-100.00%	0.00	225.00	(225.00)	-100.00%	
Total Planning & Zoning	**224,218.00**	**8.54%**	**16,555.62**	**19,153.92**	**(2,598.30)**	**-15.69%**	**16,555.62**	**19,153.92**	**(2,598.30)**	**-15.69%**	
1930 - Engineering Services											
Engineering Services	54,800.00	10.22%	4,500.00	5,601.00	(1,101.00)	-24.47%	4,500.00	5,601.00	(1,101.00)	-24.47%	
Total Engineering Services	**54,800.00**	**10.22%**	**4,500.00**	**5,601.00**	**(1,101.00)**	**-24.47%**	**4,500.00**	**5,601.00**	**(1,101.00)**	**-24.47%**	
1940 - City Hall											
Cleaning Supplies	50.00	0.00%	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%	
Building Repair Supplies	300.00	0.00%	25.00	0.00	25.00	100.00%	25.00	0.00	25.00	100.00%	
Utilities	6,000.00	17.99%	500.00	1,079.65	(579.65)	-115.93%	500.00	1,079.65	(579.65)	-115.93%	
Refuse	353.00	31.10%	120.00	109.78	10.22	8.52%	120.00	109.78	10.22	8.52%	
Repairs/Maint Contractual Bldg	6,000.00	24.06%	500.00	1,443.45	(943.45)	-188.69%	500.00	1,443.45	(943.45)	-188.69%	
Repairs/Maint Contractual Equip	7,700.00	10.73%	600.00	826.56	(226.56)	-37.76%	600.00	826.56	(226.56)	-37.76%	
Facility Lease	29,532.00	8.33%	2,461.00	2,461.00	0.00	0.00%	2,461.00	2,461.00	0.00	0.00%	
Miscellaneous	300.00	0.00%	25.00	0.00	25.00	100.00%	25.00	0.00	25.00	100.00%	
Total City Hall	**50,235.00**	**11.79%**	**4,231.00**	**5,920.44**	**(1,689.44)**	**-39.93%**	**4,231.00**	**5,920.44**	**(1,689.44)**	**-39.93%**	
Total General Government	**984,063.00**	**8.26%**	**77,118.07**	**81,242.84**	**(4,124.77)**	**-5.35%**	**77,118.07**	**81,242.84**	**(4,124.77)**	**-5.35%**	

DEPT 420 - PUBLIC SAFETY	Full Year BUDGET 2015	% to date	MONTH BUDGET Month	MONTH ACTUAL Month	MONTH Variance ($) Month	MONTH Variance (%) Month	YTD BUDGET YTD	YTD ACTUAL YTD	YTD Variance ($) YTD	YTD Variance (%) YTD
2100 - Police										
Law Enforcement Contract	517,799.00	0.20%	0.00	1,034.22	(1,034.22)	-100.00%	0.00	1,034.22	(1,034.22)	-100.00%
Total Police	**517,799.00**	**0.20%**	**0.00**	**1,034.22**	**(1,034.22)**	**-100.00%**	**0.00**	**1,034.22**	**(1,034.22)**	**-100.00%**
2150 - Prosecution										
Attorney Criminal	50,000.00	9.67%	4,100.00	4,832.50	(732.50)	-17.87%	4,100.00	4,832.50	(732.50)	-17.87%
Total Prosecution	**50,000.00**	**9.67%**	**4,100.00**	**4,832.50**	**(732.50)**	**-17.87%**	**4,100.00**	**4,832.50**	**(732.50)**	**-17.87%**
2220 - Fire										
FT Salaries	68,614.00	8.33%	5,278.00	5,712.94	(434.94)	-8.24%	5,278.00	5,712.94	(434.94)	-8.24%
PT Salaries	123,121.00	13.37%	9,470.85	16,463.20	(6,992.35)	-73.83%	9,470.85	16,463.20	(6,992.35)	-73.83%
PERA Contributions	12,116.00	9.07%	932.00	1,099.05	(167.05)	-17.92%	932.00	1,099.05	(167.05)	-17.92%
FICA Contributions	7,633.00	12.65%	587.15	965.88	(378.73)	-64.50%	587.15	965.88	(378.73)	-64.50%
Medicare Contributions	2,780.00	11.29%	213.85	313.96	(100.11)	-46.81%	213.85	313.96	(100.11)	-46.81%
Health/Dental Insurance	14,243.00	8.02%	1,095.62	1,142.00	(46.38)	-4.23%	1,095.62	1,142.00	(46.38)	-4.23%
Unemployment Benefits	0.00	0.00%	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%
Workers Compensation	9,000.00	0.00%	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%
Office Supplies	850.00	7.11%	70.00	60.44	9.56	13.66%	70.00	60.44	9.56	13.66%
EMS Supplies	3,400.00	0.00%	280.00	0.00	280.00	100.00%	280.00	0.00	280.00	100.00%
Fire Prevention	3,000.00	0.00%	250.00	0.00	250.00	100.00%	250.00	0.00	250.00	100.00%
Fuel, Oil & Fluids	13,000.00	1.82%	1,075.00	237.14	837.86	77.94%	1,075.00	237.14	837.86	77.94%
Small Tools & Equip	20,892.00	0.24%	1,750.00	49.34	1,700.66	97.18%	1,750.00	49.34	1,700.66	97.18%
Physicals	3,181.00	8.33%	265.00	265.00	0.00	0.00%	265.00	265.00	0.00	0.00%
Radio	21,562.00	2.30%	0.00	497.00	(497.00)	-100.00%	0.00	497.00	(497.00)	-100.00%
Mileage	250.00	0.00%	25.00	0.00	25.00	100.00%	25.00	0.00	25.00	100.00%
Insurance	8,307.00	0.00%	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%
Electric Utility	17,000.00	12.18%	1,500.00	2,070.95	(570.95)	-38.06%	1,500.00	2,070.95	(570.95)	-38.06%
Refuse	1,000.00	25.89%	85.00	258.93	(173.93)	-204.62%	85.00	258.93	(173.93)	-204.62%
Repair/Maint Bldg	2,000.00	75.79%	165.00	1,515.89	(1,350.89)	-818.72%	165.00	1,515.89	(1,350.89)	-818.72%
Repair/Maint Equip	33,260.00	0.08%	2,770.00	26.60	2,743.40	99.04%	2,770.00	26.60	2,743.40	99.04%
Uniforms	2,500.00	9.72%	208.00	243.10	(35.10)	-16.88%	208.00	243.10	(35.10)	-16.88%
Miscellaneous	1,500.00	12.76%	125.00	191.35	(66.35)	-53.08%	125.00	191.35	(66.35)	-53.08%
Dues & Subscriptions	3,508.00	17.79%	290.00	624.00	(334.00)	-115.17%	290.00	624.00	(334.00)	-115.17%
Books	220.00	0.00%	10.00	0.00	10.00	100.00%	10.00	0.00	10.00	100.00%
Conferences & Training	12,375.00	0.00%	1,000.00	0.00	1,000.00	100.00%	1,000.00	0.00	1,000.00	100.00%
Conferences & Training (Reimb)	0.00	0.00%	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%
Total Fire	**385,312.00**	**8.24%**	**27,445.47**	**31,736.77**	**(4,291.30)**	**-15.64%**	**27,445.47**	**31,736.77**	**(4,291.30)**	**-15.64%**
2250 - Fire Relief										
Fire State Aid	37,323.00	0.00%	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%
Total Fire Relief	**37,323.00**	**0.00%**	**0.00**	**0.00**	**0.00**	**0.00%**	**0.00**	**0.00**	**0.00**	**0.00%**

2400 - Building Inspection	Full Year BUDGET 2015	% to date	MONTH BUDGET Month	MONTH ACTUAL Month	MONTH Variance ($) Month	MONTH Variance (%) Month	YTD BUDGET YTD	YTD ACTUAL YTD	YTD Variance ($) YTD	YTD Variance (%) YTD
FT Salaries	149,606.00	4.61%	11,508.15	6,892.92	4,615.23	40.10%	11,508.15	6,892.92	4,615.23	40.10%
PERA Contributions	10,846.00	4.77%	834.31	516.98	317.33	38.04%	834.31	516.98	317.33	38.04%
FICA Contributions	9,276.00	4.34%	713.54	402.21	311.33	43.63%	713.54	402.21	311.33	43.63%
Medicare Contributions	2,169.00	4.34%	166.85	94.06	72.79	43.63%	166.85	94.06	72.79	43.63%
Health/Dental Insurance	28,486.00	4.96%	2,191.23	1,414.00	777.23	35.47%	2,191.23	1,414.00	777.23	35.47%
Unemployment Benefits	0.00	0.00%	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%
Workers Compensation	1,000.00	0.00%	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%
Office Supplies	2,100.00	1.61%	175.00	33.84	141.16	80.66%	175.00	33.84	141.16	80.66%
Printed Forms	700.00	0.00%	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%
Fuel, Oil & Fluids	5,500.00	0.00%	450.00	0.00	450.00	100.00%	450.00	0.00	450.00	100.00%
Engineering	9,000.00	4.83%	750.00	434.50	315.50	42.07%	750.00	434.50	315.50	42.07%
Inspector Contract Services	67,200.00	3.09%	3,000.00	2,073.50	926.50	30.88%	3,000.00	2,073.50	926.50	30.88%
Mileage	3,500.00	0.00%	100.00	0.00	100.00	100.00%	100.00	0.00	100.00	100.00%
Insurance	900.00	0.00%	75.00	0.00	75.00	100.00%	75.00	0.00	75.00	100.00%
Repairs/Maint Equip	2,300.00	0.00%	175.00	0.00	175.00	100.00%	175.00	0.00	175.00	100.00%
Uniforms	850.00	0.00%	70.00	0.00	70.00	100.00%	70.00	0.00	70.00	100.00%
Miscellaneous	650.00	0.00%	55.00	0.00	55.00	100.00%	55.00	0.00	55.00	100.00%
Dues & Subscriptions	700.00	0.00%	60.00	0.00	60.00	100.00%	60.00	0.00	60.00	100.00%
Books	3,000.00	0.00%	1,500.00	0.00	1,500.00	100.00%	1,500.00	0.00	1,500.00	100.00%
New Truck	23,000.00	0.00%	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%
Conferences & Training	2,775.00	0.00%	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%
Total Building Inspections	323,558.00	3.67%	21,824.08	11,862.01	9,962.07	45.65%	21,824.08	11,862.01	9,962.07	45.65%
2500 - Emergency Communications										
Contract Services	7,000.00	0.00%	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%
Total Emergency Communications	7,000.00	0.00%	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%
2700 - Animal Control										
Printed Forms	0.00	0.00%	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%
Contract Services	6,000.00	8.33%	500.00	500.00	0.00	0.00%	500.00	500.00	0.00	0.00%
Miscellaneous (Impounding)	800.00	15.00%	65.00	120.00	(55.00)	-84.62%	65.00	120.00	(55.00)	-84.62%
Total Animal Control	6,800.00	9.12%	565.00	620.00	(55.00)	-9.73%	565.00	620.00	(55.00)	-9.73%
Total Public Safety	1,327,792.00	3.77%	53,934.55	50,085.50	3,849.05	7.14%	53,934.55	50,085.50	3,849.05	7.14%

DEPT 430 - PUBLIC WORKS	Full Year BUDGET 2015	% to date	MONTH BUDGET Month	MONTH ACTUAL Month	MONTH Variance ($) Month	MONTH Variance (%) Month	YTD BUDGET YTD	YTD ACTUAL YTD	YTD Variance ($) YTD	YTD Variance (%) YTD
3100 - Public Works										
FT Salaries	153,314.00	8.77%	11,793.38	13,450.50	(1,657.12)	-14.05%	11,793.38	13,450.50	(1,657.12)	-14.05%
PT Salaries	23,460.00	1.66%	1,804.62	389.70	1,414.92	78.41%	1,804.62	389.70	1,414.92	78.41%
PERA Contributions	11,115.00	9.08%	855.00	1,008.76	(153.76)	-17.98%	855.00	1,008.76	(153.76)	-17.98%
FICA Contributions	10,960.00	7.45%	843.08	816.41	26.67	3.16%	843.08	816.41	26.67	3.16%
Medicare Contributions	2,563.00	7.45%	197.15	190.92	6.23	3.16%	197.15	190.92	6.23	3.16%
Health/Dental Insurance	34,183.00	8.48%	2,629.46	2,899.00	(269.54)	-10.25%	2,629.46	2,899.00	(269.54)	-10.25%
Unemployment Benefits	0.00	0.00%	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%
Workers Compensation	6,000.00	0.00%	500.00	0.00	500.00	100.00%	500.00	0.00	500.00	100.00%
Office Supplies	2,000.00	0.00%	165.00	0.00	165.00	100.00%	165.00	0.00	165.00	100.00%
Shop Materials	1,500.00	5.55%	125.00	83.20	41.80	33.44%	125.00	83.20	41.80	33.44%
Building Repair Supplies	500.00	0.00%	40.00	0.00	40.00	100.00%	40.00	0.00	40.00	100.00%
Small Tools and Minor Equip	1,200.00	28.46%	100.00	341.48	(241.48)	-241.48%	100.00	341.48	(241.48)	-241.48%
Engineering Services	9,000.00	0.00%	750.00	0.00	750.00	100.00%	750.00	0.00	750.00	100.00%
Contract Services	4,000.00	2.50%	500.00	100.00	400.00	80.00%	500.00	100.00	400.00	80.00%
Radio	1,300.00	0.00%	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%
Mileage	0.00	0.00%	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%
Insurance	20,000.00	0.00%	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%
Electric Utility	28,000.00	11.33%	3,500.00	3,172.53	327.47	9.36%	3,500.00	3,172.53	327.47	9.36%
Refuse	2,400.00	8.78%	200.00	210.63	(10.63)	-5.32%	200.00	210.63	(10.63)	-5.32%
Fuel, Oil, Fluids (ALL depts)	42,000.00	4.72%	6,000.00	1,980.59	4,019.41	66.99%	6,000.00	1,980.59	4,019.41	66.99%
Repair/Maint Bldg	3,500.00	8.73%	200.00	305.38	(105.38)	-52.69%	200.00	305.38	(105.38)	-52.69%
Repair/Maint NOT Bldg	500.00	0.00%	40.00	0.00	40.00	100.00%	40.00	0.00	40.00	100.00%
Repair/Maint Equip (out)	5,000.00	0.00%	400.00	0.00	400.00	100.00%	400.00	0.00	400.00	100.00%
Equipment Parts	7,500.00	0.00%	625.00	0.00	625.00	100.00%	625.00	0.00	625.00	100.00%
Uniforms	2,000.00	0.00%	165.00	0.00	165.00	100.00%	165.00	0.00	165.00	100.00%
Miscellaneous	1,000.00	6.50%	50.00	65.00	(15.00)	-30.00%	50.00	65.00	(15.00)	-30.00%
Landscaping Material	500.00	0.00%	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%
Dues & Subscriptions	200.00	0.00%	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%
Conferences & Training	1,500.00	0.00%	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%
Clean up Days	5,000.00	0.00%	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%
Total Public Works	380,195.00	6.58%	31,482.69	25,014.10	6,468.59	20.55%	31,482.69	25,014.10	6,468.59	20.55%
3120 - Streets										
Equipment Parts	3,000.00	0.00%	250.00	0.00	250.00	100.00%	250.00	0.00	250.00	100.00%
Street Maintenance Materials	20,000.00	0.00%	500.00	0.00	500.00	100.00%	500.00	0.00	500.00	100.00%
Seal Coating/Crack Filling	186,578.00	0.00%	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%
Sign Repair Materials	2,500.00	0.00%	100.00	0.00	100.00	100.00%	100.00	0.00	100.00	100.00%
Contract Services	8,000.00	0.00%	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%
Repairs/Maint Equipment	2,500.00	0.00%	210.00	0.00	210.00	100.00%	210.00	0.00	210.00	100.00%
Total Streets	222,578.00	0.00%	1,060.00	0.00	1,060.00	100.00%	1,060.00	0.00	1,060.00	100.00%

	Full Year BUDGET 2015	% to date	MONTH BUDGET Month	MONTH ACTUAL Month	MONTH Variance ($) Month	MONTH Variance (%) Month	YTD BUDGET YTD	YTD ACTUAL YTD	YTD Variance ($) YTD	YTD Variance (%) YTD
3125 - Ice & Snow Removal										
Landscaping Material	**0.00**	**0.00%**	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%
Sand/Salt	**80,000.00**	**19.89%**	15,000.00	15,914.78	(914.78)	-6.10%	15,000.00	15,914.78	(914.78)	-6.10%
Contract Services	**6,000.00**	**0.00%**	500.00	0.00	500.00	100.00%	500.00	0.00	500.00	100.00%
Repairs/Maint Equipment	**9,500.00**	**2.23%**	700.00	211.70	488.30	69.76%	700.00	211.70	488.30	69.76%
Total Ice & Snow Removal	**95,500.00**	**16.89%**	**16,200.00**	**16,126.48**	**73.52**	**0.45%**	**16,200.00**	**16,126.48**	**73.52**	**0.45%**
3160 - Street Lighting										
Street Lighting	**28,000.00**	**7.44%**	2,350.00	2,084.10	265.90	11.31%	2,350.00	2,084.10	265.90	11.31%
Total Street Lighting	**28,000.00**	**7.44%**	**2,350.00**	**2,084.10**	**265.90**	**11.31%**	**2,350.00**	**2,084.10**	**265.90**	**11.31%**
3200 - Recycling										
Recycling Supplies	**3,500.00**	**0.00%**	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%
Miscellaneous	**6,000.00**	**0.00%**	500.00	0.00	500.00	100.00%	500.00	0.00	500.00	100.00%
Total Recycling	**9,500.00**	**0.00%**	**500.00**	**0.00**	**500.00**	**100.00%**	**500.00**	**0.00**	**500.00**	**100.00%**
3250 - Tree Program										
Contract Services	**6,000.00**	**0.00%**	500.00	0.00	500.00	100.00%	500.00	0.00	500.00	100.00%
Total Tree Program	**6,000.00**	**0.00%**	**500.00**	**0.00**	**500.00**	**100.00%**	**500.00**	**0.00**	**500.00**	**100.00%**
Total Public Works	**741,773.00**	**5.83%**	**52,092.69**	**43,224.68**	**8,868.01**	**17.02%**	**52,092.69**	**43,224.68**	**8,868.01**	**17.02%**

DEPT 450 - CULTURE, RECREATIO	Full Year BUDGET 2015	% to date	MONTH BUDGET Month	MONTH ACTUAL Month	MONTH Variance ($) Month	MONTH Variance (%) Month	YTD BUDGET YTD	YTD ACTUAL YTD	YTD Variance ($) YTD	YTD Variance (%) YTD
5200 - Parks & Recreation										
FT Salaries	77,847.00	10.50%	5,988.23	8,173.85	(2,185.62)	-36.50%	5,988.23	8,173.85	(2,185.62)	-36.50%
PT Salaries	6,820.00	2.47%	524.62	168.30	356.32	67.92%	524.62	168.30	356.32	67.92%
PERA Contributions	5,644.00	10.86%	434.15	613.03	(178.88)	-41.20%	434.15	613.03	(178.88)	-41.20%
FICA Contributions	5,249.00	9.45%	403.77	496.24	(92.47)	-22.90%	403.77	496.24	(92.47)	-22.90%
Medicare Contributions	1,228.00	9.45%	94.46	116.06	(21.60)	-22.87%	94.46	116.06	(21.60)	-22.87%
Health/Dental Insurance	19,940.00	7.28%	1,533.85	1,450.80	83.05	5.41%	1,533.85	1,450.80	83.05	5.41%
Unemployment Benefits	0.00	0.00%	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%
Workers Compensation	4,000.00	0.00%	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%
Shop Materials	500.00	2.39%	40.00	11.95	28.05	70.13%	40.00	11.95	28.05	70.13%
Chemicals	750.00	0.00%	62.50	0.00	62.50	100.00%	62.50	0.00	62.50	100.00%
Equipment Parts	2,000.00	0.00%	165.00	0.00	165.00	100.00%	165.00	0.00	165.00	100.00%
Building Repair Supplies	500.00	15.26%	40.00	76.32	(36.32)	-90.80%	40.00	76.32	(36.32)	-90.80%
Landscaping Materials	3,000.00	0.00%	250.00	0.00	250.00	100.00%	250.00	0.00	250.00	100.00%
Small Tools and Minor Equip	1,000.00	0.00%	80.00	0.00	80.00	100.00%	80.00	0.00	80.00	100.00%
Mileage	0.00	0.00%	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%
Insurance	3,200.00	0.00%	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%
Electric Utility	8,500.00	9.86%	800.00	838.43	(38.43)	-4.80%	800.00	838.43	(38.43)	-4.80%
Refuse	2,500.00	0.00%	208.33	0.00	208.33	100.00%	208.33	0.00	208.33	100.00%
Repair/Maint Bldg	1,000.00	0.00%	80.00	0.00	80.00	100.00%	80.00	0.00	80.00	100.00%
Repair/Maint NOT Bldg	2,500.00	0.00%	200.00	0.00	200.00	100.00%	200.00	0.00	200.00	100.00%
Repair/Maint Equip	1,500.00	0.00%	125.00	0.00	125.00	100.00%	125.00	0.00	125.00	100.00%
Rental Buildings	4,600.00	0.00%	383.33	0.00	383.33	100.00%	383.33	0.00	383.33	100.00%
Miscellaneous	750.00	0.00%	62.50	0.00	62.50	100.00%	62.50	0.00	62.50	100.00%
Total Parks & Recreation	153,028.00	7.81%	11,475.74	11,944.98	(469.24)	-4.09%	11,475.74	11,944.98	(469.24)	-4.09%
IT & Telephone										
IT-Hardware	9,100.00	0.00%	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%
IT-Software	16,000.00	24.22%	3,875.00	3,875.00	0.00	0.00%	3,875.00	3,875.00	0.00	0.00%
IT-Support Services	36,000.00	8.20%	3,000.00	2,951.42	48.58	1.62%	3,000.00	2,951.42	48.58	1.62%
IT-Networking	7,800.00	0.00%	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%
INET Contingency	16,000.00	0.00%	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%
Telephone	24,660.00	5.84%	2,055.00	1,441.27	613.73	29.87%	2,055.00	1,441.27	613.73	29.87%
Total IT & Telephone	109,560.00	7.55%	8,930.00	8,267.69	662.31	7.42%	8,930.00	8,267.69	662.31	7.42%
Grand Total all Expenses	3,316,216.00	5.62%	194,621.05	186,498.00	8,123.05	4.17%	194,621.05	186,498.00	8,123.05	4.17%
Subtotal Net Income over Expenses	482,118.00	-27.72%	(122,635.80)	(133,660.22)	(11,024.42)	8.99%	(122,635.80)	(133,660.22)	(11,024.42)	8.99%
DEPT 460 - COMP ADJ	35,000.00	0.00%	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%
Debt Service increase	247,118.00	0.00%	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%
Transfer to City Projects (Streets)	0.00	0.00%	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%
DEPT 493 - OTH FINANCING	200,000.00	0.00%	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%
GRAND TOTAL EXP ALL DEPTS	3,798,334.00	4.91%	194,621.05	186,498.00	8,123.05	4.17%	194,621.05	186,498.00	8,123.05	4.17%
Net Income over Expenses	0.00	0.00%	(122,635.80)	(133,660.22)	(11,024.42)	-8.99%	(122,635.80)	(133,660.22)	(11,024.42)	-8.99%

THE CITY OF LAKE ELMO

MAYOR & COUNCIL COMMUNICATION

DATE: February 24, 2015
CONSENT ITEM 5

AGENDA ITEM: New Single Family Home Permit Report

SUBMITTED BY: Rick Chase, Building Official

THROUGH: Rick Chase, Building Official

REVIEWED BY: Kyle Klatt, Planning Director

SUGGESTED ORDER OF BUSINESS:

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

SUMMARY AND ACTION REQUESTED: As part of its Consent Agenda, the City Council is asked to accept the monthly new single family home permit report through January, 2015. No specific motion is needed as this is recommended as part of the *Consent Agenda*.

LEGISLATIVE HISTORY/BACKGROUND INFORMATION:

	2015	2014	2013
New Homes	5	0	2
Total valuation	$2,306,688	NA	$806,200
Average home value	461,333	NA	403,100
Total Valuation year	3,946,191	167,840	861,994

RECOMMENDATION: Based on the aforementioned, the staff recommends the City Council accept the January, 2015 monthly new home building permit report.

THE CITY OF LAKE ELMO

MAYOR & COUNCIL COMMUNICATION

DATE: **February 24, 2015**
CONSENT ITEM# **6**

AGENDA ITEM: Monthly Assessor Report

SUBMITTED BY: Dan Raboin, City Assessor

THROUGH: Cathy Bendel, Finance Director

REVIEWED BY: Cathy Bendel, Finance Director

SUGGESTED ORDER OF BUSINESS:

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

SUMMARY AND ACTION REQUESTED: As part of its Consent Agenda, the City Council is asked to accept the monthly assessor report for through January 2015 outlining work performed on behalf of the City of Lake Elmo. No specific motion is needed as this is recommended as part of the *Consent Agenda*.

LEGISLATIVE HISTORY/BACKGROUND INFORMATION:

Property splits/plats – 0
Sales collected and viewed – 8
Taxpayer inquiries – 4
Miscellaneous inquiries - 5
Inspections – Residential – 2; Commercial – 0
Building permit reviews – 8
Pictures taken – 1

Other work performed included:

- Completion of 2015 assessments
- Sales analysis, land values and neighborhood values

- Monthly meeting with County residential and commercial supervisors
- Input of all inspection and permit work
- Perform sales verifications and land value analysis using MLS and other resources
- Field telephone inquiries

RECOMMENDATION: Based on the aforementioned, the staff recommends the City Council accept the January 2015 monthly assessor report.

THE CITY OF LAKE ELMO

MAYOR & COUNCIL COMMUNICATION

DATE: **February 24, 2015**
CONSENT ITEM # **7**

AGENDA ITEM: Jane Road 201 Wastewater System (Tri-Lakes Remote D) – Approve Soil Testing and Monitoring Plan

SUBMITTED BY: Ryan Stempski, Assistant City Engineer

THROUGH: Dean A. Zuleger, City Administrator

REVIEWED BY: Jack Griffin, City Engineer
Mike Bouthilet, Public Works
Cathy Bendel, Finance Director

SUGGESTED ORDER OF BUSINESS (*if removed from the Consent Agenda*):

- 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

POLICY RECOMMENDER: Engineering/Public Works.

FISCAL IMPACT: $6,400.00.

The estimated cost to coordinate, manage, and complete the recommended soil testing and monitoring plan for the Jane Road 201 Wastewater System is $6,400. This includes $3,600 for Soil Investigation and Design to install 2 piezometers to track groundwater movements, to excavate and review the distribution boxes, and to prepare a report on the findings. This also includes $2,800 for FOCUS Engineering to coordinate the work of Soil Investigation and Design, coordinate the work with Public Works to make the physical excavations on the site, and to work with Washington County regarding the code requirements and corrective action plan.

Staff will track all costs associated with this work. As a potential public improvement the total project costs may be assessed to the benefitting property owners.

SUMMARY AND ACTION REQUESTED:

The City Council is respectfully requested to approve a soil testing and monitoring plan for the Jane Road 201 Wastewater System to be completed by Soil Investigation & Design, Inc., Public Works, and FOCUS Engineering. If removed from the consent agenda, the recommended motion for this action is as follows:

"Move to approve the soil testing and monitoring plan on the Jane Road 201 Wastewater System (Tri-Lakes Remote D) in the not to exceed amount of $6,400.00."

LEGISLATIVE HISTORY/BACKGROUND INFORMATION:

At the November 18, 2014 City Council Meeting, staff was directed to investigate potential repair and/or replacement alternatives for the Jane Road 201 Wastewater System (Tri-Lakes Remote D). Staff was approved to spend an amount not to exceed $5,000 in total costs for this investigation. A report of alternatives was prepared by Soils Investigation and Design, Inc., which included a mound system and a pre-treatment system to rehabilitate the existing site.

The report identified that rehabilitating the system on site was not feasible due to several site constraints, and if the site had been feasible the costs would range between $90,000 and $110,000. With several issues now discovered on the existing site, staff did does not recommend continuing with on-site replacement alternatives.

Staff has also been working with Washington County to better understand the code compliance issues related to the Jane Road 201 wastewater system. Through these efforts it is been identified that additional site testing and monitoring work could provide evidence that the system is working as intended. Staff worked with Washington County and Soil Investigation and Design, Inc. to define the following additional tasks to determine the performance and life expectancy of this system:

1. Review the distribution boxes with Washington County and City Staff to determine characteristics of distribution.
2. Review an excavation pit six feet deep along the south side of the drainfield to determine soil layering and other characteristics.
3. Conduct two soil borings to three feet below the bottom of the existing trench and place two piezometers with data loggers in the borings. Data will be collected on a quarterly basis for a minimum of 12 months.

Soil Investigation and Design, Inc. provided a proposal in the not to exceed amount of $3,600 to complete the scope of work identified above (see Attachment No. 1) with Public Work staff completing the trench box excavation work.

The additional testing and monitoring is recommended to identify a short term solution for the existing properties currently connected to the system. A long term solution will also need to be researched by the City. This long term solution would potentially include a complete replacement of the existing system on a separate property to be acquired by the City. The Planning Department is in the process of identifying possible sites for this solution.

RECOMMENDATION:

Staff is recommending that the City Council consider approving, *as part of the Consent Agenda*, a soil testing and monitoring plan for the Jane Road 201 Wastewater System to be completed by Soil Investigation & Design, Inc., Public Works, and FOCUS Engineering. If removed from the consent agenda, the recommended motion for this action is as follows:

"Move to approve the soil testing and monitoring plan on the Jane Road 201 Wastewater System (Tri-Lakes Remote D) in the not to exceed amount of $6,400.00."

ATTACHMENT(S):

1. Soil Investigation and Design, Inc. Proposal Dated January 23, 2015.

Soil Investigation and Design, Inc.

2809 78th Ave. N
Brooklyn Park, MN 55444
Metro: 651-260-3783
pbrandt@soilinvestigations.us

Greater Minnesota
Melrose, MN 56352
320-260-8874

January 23, 2015

Mr. Ryan Stempski PE
Focus Engineering

Lake Elmo, MN 55042
Office: 651.300.4267
ryan.stempski@focusengineeringinc.com

Re: Lake Jane 201 Continuing Investigation

Dear Mr. Stempski,

Thank you for the opportunity to estimate costs for your project. This proposal is for completing an investigation for the existing SSTS located on Parcel ID No. 1002921240030 (Tri-Lakes Remote D - 201 Wastewater System).

We would suggest the following for investigating the existing SSTS

(1) Review the distribution boxes with Washington County and City Staff to determine the characteristics of distribution. (Distribution boxes to be exposed by Lake Elmo Public Works for review.)
(2) Review an excavation pit six feet deep along the south side of the drainfield to determine soil layering and other soil characteristics. (Excavation pit to be dug by Lake Elmo Public Works.)
(3) We would also suggest that we conduct two soil borings to three feet below the bottom of the existing trench (approximately 8 feet deep). Then place two piezometers in the borings. The piezometers shall be placed in the middle of the system along the 940 contour on the north and south end of the drainfield, a minimum of two feet from the influence of the drainfield. The piezometers would be constructed using monitoring well materials and construction methods to protect groundwater. We would recommend placing data loggers in the piezometers to track groundwater movement.

We would recommend collecting the data on a quarterly basis and providing a short report on the current conditions.

We will prepare a letter reports documenting the results, recommendations and conclusions for both piezometer and the trenching investigation.

The costs for the various tasks include travel, tools and materials. The services will be provided at a not to exceed amount of$3,600.00. We expect to have the City public works department expose the distribution boxes and complete the pit excavation referenced above, we will provide the seed and erosion control blankets. No work shall be completed beyond the estimate without prior City approval. At the client's option the client may extend the scope of work. We try to bring our projects in under our estimated costs.

Proposed Schedule:
Week of March 2nd to the 6th meet with Washington County and City Staff for Task 1.
Week of March 9th to the 13th complete soil trench, soil observation and piezometer placement.
At the same time install data loggers, piezometers are to be installed prior to snowmelt.
Week of March 16th to the 20th complete trench and piezometer placement report
Week of July 20th to 25th collect data and produce interim report on water levels in the piezometers.

Thank you for this opportunity if you have any questions or need for our services please feel free to contact me at 651-260-3783 and/or pbrandt@soilinvestigations.us

Sincerely,

Paul Brandt PSS

Paul Brandt PSS Principal
Scientist Soil Investigation & Design, Inc.

Terms of the Agreement

I. Services

Soil Investigation & Design, Inc., (Consultant), shall perform or subcontract for scientific, engineering and consulting services at the Project Site or Consultant's office(s), according to the provisions of this Agreement and such other proposals, quotations, purchase orders, scopes of work and other addenda which the parties may from time to time incorporate into the agreement. Consultant shall not perform services in excess and beyond the scope of this Agreement unless CLIENT (shall mean person or organization signing authorization) shall specifically direct such services verbally or in writing.

II. Compensation

CLIENT agrees to pay Consultant for services performed in accordance with the Hourly Rate Schedule provided in the proposal; quotation, purchase order or other addenda that in the future may be attached to this Agreement, or as the parties shall agree from time to time. A statement of estimated cost for services is not a firm figure unless stated as such. If there is no other agreement, CLIENT shall pay for services according to Consultant's most current hourly rate schedule. Cost estimates are based upon the best judgment of the requirements known at the time of the proposal and may be influenced by CLIENT needs and changes. Consultant will perform its services within the estimated costs to the extent practicable and will notify the CLIENT in advance of material variances that will increase the cost of the scope of work.
Client understands and agrees to make payment in full to the contract in accordance with this agreement. Client may be entitled to reimbursement through other sources. Delay in the project or in the reimbursement process will not excuse CLIENT from payment in accordance with the terms of this agreement, unless otherwise agreed to in writing by the Consultant.
All services are to be provided per the following HOURLY RATE SCHEDULE within the scope of this agreement.

HOURLY RATE SCHEDULE

Principal Soil Scientist	$145 per hour
Project Manager	$100 per hour
Technician	$84 per hour

The above hourly rate schedule prices are subject to change with a one month notice if the project extends over a one year period.

III. Invoices and Payments

A statement will be sent monthly for the portion of the services completed to the date of the statement. Full payment is required by the 15th of the month unless prior written arrangements have been made. Failure to timely pay the balance in full by the end of the month shall result in a finance charge of 1.5% per month or an annual interest percentage of approximately 18% applied against the remaining balance. If client does not timely pay account, client agrees to pay consultant for any and all court costs, legal expenses and attorney fees incurred for collection whether or not

a lawsuit has been filed.

By executing this agreement, the Client hereby agrees to the terms of payment; and if payment is not made on a timely basis, Client agrees to pay all costs of collection. Consultant may, after giving written notice, suspend services without liability until Client has paid in full all amounts due for services rendered and expenses incurred, including interest on past due amounts. In the event Client fails to pay Consultant within sixty (60) days following the invoice date, Consultant may consider the default a total breach of the Agreement, and may, at its option, terminate all of its duties without liability to Client or others. Consultant's suspension or termination of services due to Client's failure to pay in a timely manner, shall not waive Consultant's right to pursue collection of amount owed.

> You are notified that:
> The Consultant and any person or company supplying labor or materials for any improvement to the Client's property may file a lien against the Client's property if that person or company is not paid for their contributions.
> Under Minnesota law, the client has the right to pay persons and/or sub-consultants who supplied labor or materials for improvement(s) directly and deduct this amount from the Consultants contract price.

IV. Tax and Fees on Services

Client agrees to pay the amount of any tax, licenses or other fee (local, state or federal) specific to this agreement that may be imposed on the provision of services under this Agreement.

V. Access

Client (under its rights and privileges with respect to the project site) grants to Consultant and its sub-Consultants/contractors the authority and permissions to enter the Project Site where services are to be preformed.

VI. Consultant Responsibilities

Consultant represents that it is licensed and authorized to work in the State of Minnesota.
The performance of services under this Agreement shall meet current scientific and engineering standard in effect in the industry at the time the service are preformed. Services shall be carried out with the degree of care and skill ordinarily exercised under similar circumstances by reputable members of the profession practicing in the same locality.
Consultant provides no other representation to CLIENT, express or implied, and no warranty or guarantee is included or intended in the Agreement, or in any report, opinion, document or otherwise.

VII. Client Responsibility

1. Consultant and Client affirm that the Client's knowledge of the site is limited in nature. Client agrees to provide Consultant with all of its known information regarding the existing and

proposed condition of the Project Site. Client will provide Consultant with any new information as such information becomes available. Client warrants the completeness and accuracy of the information supplied to Consultant and acknowledges that Consultant is relying upon such information in the performance of services under this Agreement.

2. Client shall notify Consultant of any known potential or possible health or safety hazards or conditions existing on or near that Project Site prior to the commencement of services under this Agreement that the Client is aware of.

3. Client shall correctly show on plans or surveys furnished to the Consultant, the location of all subsurface structures, such as pipes, tanks, cables and utilities. Client agrees to indemnify and hold harmless Consultant, its officers, directors, agents, employees and sub-Consultants from and against all claims, damages, losses and related expenses involving subsurface structures that the Client is aware of.

4. Client shall be fully responsible for the cooperation and safety of its employees and/or agents during the provision of services under this Agreement.

5. Client is fully responsible for the reporting of any environmental matters to the proper federal, state and local regulatory authorities as may be required by law. The Client recognizes that the Consultant may also be required by law and/or regulation to report known environmental conditions to regulators. The Client authorizes the Consultant to act as its reporting agent.

6. Client recognized that environmental, geological, hydrogeologic and geotechnical conditions at the Project Site may vary from those encountered during the provision of services under this Agreement. The accuracy of services relating to specific test (e.g., a specific soil boring) may not represent conditions a short distance away. Client acknowledges that the use of tests, calculations, analyses, methods and procedures are in a constant state of refinement by regulatory agencies and advancements in the field.

Further, the provision of services relating to development and potential site uses is subject to changing and evolving standards. Client recognized that projects involving development may not occur or develop as anticipated and/or may be subject to government regulations that require the achievement of results not contemplated by Client or which cannot be accomplished under current conditions.

7. Client recognizes and appoints Consultant as the Consultant for this project, to include but not be limited to; the items mentioned in the scope of work, items that may be added by mutual written consent, any testing, design, clean-up, and restoration of the site as needed. CLIENT recognizes that consultant may hire, manage, and dismiss as needed all sub-Consultants.

VIII. Samples

Consultant shall retain soil, rock, water and other samples from the Project Site for a period of thirty (30) days following the analysis. The samples will be discarded or returned to Client, at Consultant's discretion, unless Client request specific disposition at Client's cost and expense.

IX. Reports

Unless otherwise directed, Consultant will be provided two (2) copies of each report documenting the provisions of services herein to the Client. All notes, logs, field data, test, laboratory analyses, calculations and other documents, as instruments of service herein, shall remain the property of the

Consultant.
The Consultant agrees that the Client owns the project reports and has the use of the documents prepared by Consultant for this project on this site and is limited to the defined scope of services identified in this Agreement. Any other use or reuse shall be at Client's sole risk and Client agrees to indemnify, defend and hold harmless Consultant, its officers, directors, agents, employees and sub-Consultants for all claims, damages and expenses arising out of such other use. If Client does not pay for Consultants services, Client agrees that all report and other work will be returned to Consultant and will not be used by Client for any purpose whatsoever.

X. Confidentiality

The Consultant shall not release any information concerning services under the Agreement except with the express prior authorization of the other Client. However, when by rule or law Consultant is required to report instances or actions the Consultant shall release the required information to the appropriate regulatory agency. Consultant, upon the request of Client, shall execute reasonable and customary confidentiality agreement furnished by Client. Client agrees that Consultant may use and publish Client's name and a general description of services provided in describing Consultant's experience and qualifications to other clients or potential clients.

XI. Insurance

Consultant shall maintain:
1. Workers compensation and employee liability insurance coverage in accordance with statutory requirements.
2. Comprehensive general and automobile liability insurance coverage.

Consultant will furnish a certificate of insurance upon request. If Client requests increased or additional insurance coverage, Consultant will purchase such coverage, if obtainable, at the sole cost and expense of the Client.

XII. Limitation of Liability

It is understood and agreed that, in seeking consulting services under this agreement, the Client is requesting the Consultant to undertake for the Client's benefit, potentially uninsurable obligation. The Liability of Consultant, its agents and sub-Consultants, for claims of loss or damages in the performance of services under this Agreement, shall not exceed 100% of the compensation received by Consultant as its professional fee under this Agreement. In no event shall the parties hereto or their agents and representatives be liable for special, incidental, consequential or penal losses and/or damages, including but not limited to delay, loss of use, loss of profits, loss of opportunity, loss of product or revenue or cost of capital. The Client agrees to indemnify, defend and hold Consultant and its agents and representatives harmless from and against all claims, losses damages, costs and liabilities relating to this project under this Agreement.

XIII. Ownership of Documents

All design components, ideas, plans specifications, field data, notes, calculations, estimates and other documents we prepare, as instruments of service, shall remain property of the Consultant. The Consultant agrees that the Client owns the project reports and has the use of the documents prepared by Consultant for this project on this site and is limited to the defined scope of services identified in this Agreement.

Client agrees that all reports and other work furnished to the Client or his agents that are not paid for, will be returned upon demand and will not be used by the client for any purpose whatsoever. We will retain pertinent records relating to the services performed for a period of five (5) years following the submission of the report, during which period the records will be made available to the Client at reasonable times for a reasonable fee.

Remarks:

Our efforts will be directed at performing the work and accomplishing the objectives defined. The estimated cost and schedule are based on the Consultant's judgment of the requirements known at the time of the proposal. The successful completion within cost and schedule limits can be influenced favorably or adversely by changes in work scope and schedules as indicated by the Client's needs. The Consultant will notify the Client in advance if schedule costs are expected to exceed the estimate.
In such events, the Client may wish to 1) authorize additional funds to complete the work as originally defined, 2) re-define the scope of work in order to fit the remaining funds, or 3) request that work be stopped at a specific expenditure level.

MISCELLANEOUS PROVISIONS

This Agreement may be terminated by either party upon written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination.

Failure of the Client to make payment as provided herein shall be considered substantial non-performance and cause for termination. The Consultant shall be compensated in full for all

Services performed to and Expenses incurred as of the termination date together with any cost which are directly attributable to termination which are not otherwise paid. The drawings specifications and other documents may not be used for construction unless the account is paid in full. The Client shall be responsible for all expenses incurred for the collection of hourly and/or fixed fees including but not limited to attorney fees.

The Client shall pay Consultant on an hourly basis for all time spent on the Project up to the time of termination.

The terms and conditions of this Agreement may be amended only by written instrument signed by both parties Acceptance of this Agreement by separate instrument is limited to the terms contained in the instrument of acceptance, whether in the form of a purchase order, acknowledgment, acceptance or other document.

Authorization and Payment Terms

Authorization can be initiated by signing both copies of this proposal and returning one copy to Soil Investigation & Design, Inc. Payment will be in accordance with "Section 4: Fee Payment" as outlined on the attached "General Terms and Agreement." Thank you for this opportunity. will be happy to answer any questions you may have regarding this proposal.

Authorization for Soil Investigation & Design, Inc.:

Soil Investigation & Design, Inc.:
Authorized Signature
Name: Paul Brandt,

Date 7/10/14
Principal Scientist

AUTHORIZATION FOR THE CLIENT:

Client:
Authorized Signature Date
Name: _____

This proposal is Valid for 30 days unless signed and return

THE CITY OF LAKE ELMO

MAYOR & COUNCIL COMMUNICATION

DATE: **February 24, 2015**
CONSENT ITEM # **8**

AGENDA ITEM: 2015 Seal Coat Project – West Lakeland Township Joint Services Agreement

SUBMITTED BY: Ryan Stempski, Assistant City Engineer

THROUGH: Dean A. Zuleger, City Administrator

REVIEWED BY: Jack Griffin, City Engineer
Mike Bouthilet, Public Works
Cathy Bendel, Finance Director

SUGGESTED ORDER OF BUSINESS *(if removed from the Consent Agenda)*:

- 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

POLICY RECOMMENDER: Engineering.

FISCAL IMPACT: Cost savings of $3,000 in engineering and administration services. Seal coat unit price reduction also anticipated based on economy of scale at the time of construction bids.

Through a joint project effort, it is anticipated that project cost savings can be realized through an economy of scale and sharing in project expense for preparation of plans and specifications, bidding, and construction administration. In addition, staff believes that by combining the project work for both communities, we can continue to promote a more favorable bidding environment that may result in lower overall construction costs.

SUMMARY AND ACTION REQUESTED:

The City Council is respectfully requested to consider approving the West Lakeland Township Joint Services Agreement for the 2015 Seal Coat Project. If removed from the consent agenda, the recommended motion for this action is as follows:

"Move to approve the West Lakeland Township Joint Services Agreement for the 2015 Seal Coat Project."

LEGISLATIVE HISTORY/BACKGROUND INFORMATION:

Staff has reviewed and updated the Joint Services Agreement with West Lakeland Township in preparation of the 2015 Seal Coat Project. Staff is recommending that the city continue to work jointly with West Lakeland Township to perform seal coating for routine maintenance of city and township streets. The agreement identifies the terms and conditions upon which the City of Lake Elmo prepares and administrates a contract for the 2015 Seal Coat Project to be completed on streets within both the city and township. Each jurisdiction pays its portion of the construction costs and shares in the engineering design, bidding and construction administration costs. The construction observation services would be contracted directly by each jurisdiction.

The City of Lake Elmo is defined as the lead entity and prepares the plans and specifications with input from the township. The city bids the project and enters into a contract with the selected contractor for all the work. West Lakeland will pay a fee to the city in the amount of $3,000 to reimburse the city for the design, bidding and construction administration services related to the project. The township will reimburse the city within 30 days of receiving contractor invoices for the work performed by the contractor on West Lakeland streets.

RECOMMENDATION:

Staff is recommending that the City Council consider approving, *as part of the Consent Agenda,* the West Lakeland Township Joint Services Agreement for the 2015 Seal Coat Project. If removed from the consent agenda, the recommended motion for this action is as follows:

"Move to approve the West Lakeland Township Joint Services Agreement for the 2015 Seal Coat Project."

ATTACHMENT(S):

1. West Lakeland Township Joint Services Agreement for the 2015 Seal Coat Project.

JOINT SERVICES AGREEMENT FOR THE 2015 SEAL COAT PROJECT

This Agreement is made this ___ day of _____2015, by and between the West Lakeland Township (hereinafter referred to as "West Lakeland") and the City of Lake Elmo (hereinafter referred to as "Lake Elmo").

WHEREAS, it is the desire of the parties, and it is the purpose of this Agreement, that certain road-related services be performed or contracted by Lake Elmo on behalf of West Lakeland for the purpose of seal coating certain street segments as designated by West Lakeland;

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth below, the above parties hereto agree as follows:

1. Term: The term of this Agreement shall commence upon the date of execution and shall be for the duration of the one year warranty period for the 2015 Seal Coat Project.

2. Services. For the term of this Agreement, Lake Elmo shall provide West Lakeland with the following services in and on behalf of West Lakeland and at the direction of West Lakeland's Engineer:

a. Lake Elmo will provide professional engineering services to prepare Plans and Specifications and Contract documents for the 2015 Seal Coat Project. The project will include seal coating of street segments located in West Lakeland, in addition to the street segments located in Lake Elmo for which Lake Elmo is otherwise contracting.

b. Prior to March 24, 2015, West Lakeland will provide Lake Elmo with a plan, designating and depicting the street segments to be seal coated in West Lakeland, said plan to be suitabable for inclusion in the Plan documents, along with a tabulation of the estimated quantities (in square yards) showing the seal coating work to be performed in West Lakeland as a part of the project.

c. Lake Elmo will advertise the 2015 Seal Coat Project for contractor bids and may award a contract for seal coating, or a portion of thereof, as deemed in the best interests of Lake Elmo. If Lake Elmo awards a contract for the 2015 Seal Coat Project and West Lakeland agrees, the award shall include that portion of streets within West Lakeland.

d. Lake Elmo will provide professional engineering services for the construction administration of the contract.

e. At its sole cost and expense, West Lakeland will provide a construction observer to inspect the seal coat work performed on West Lakeland streets.

3. Payments. West Lakeland shall make payments to Lake Elmo for services related to the project or directly for services as follows:

a. West Lakeland will pay Lake Elmo a fee in the amount of $3,000 for engineering and administration fees performed by Lake Elmo for the seal coat project. Lake Elmo will invoice this amount to West Lakeland once the Lake Elmo City Council accepts the bids and awards the construction contract.

b. Lake Elmo will make Contractor payments for all work completed in accordance with the Contract. West Lakeland will reimburse Lake Elmo for the work completed and paid to the contractor in accordance with the contract for the actual quanitites of work performed on West Lakeland streets.

c. Lake Elmo will invoice West Lakeland for services to be reimbursed by West Lakeland as outlined above and West Lakeland will pay all invoices within 30 days after receipt of the invoice. Lake Elmo shall include with its invoices copies of the contractor's claims showing the amount charged for the work performed and materials used in West Lakeland.

4. Insurance. Lake Elmo shall require its contractor(s) to provide insurance as specified below, and West Lakeland shall be named as an additional insured on such insurance:

Comprehensive General Liability	$1,000,000 per occurrence, $2,000,000 aggregate
Auto Liability	$1,200,000 per occurrenace
Workers compensation	Statutory amount

5. Indemnification. Lake Elmo agrees to defend, indemnify and hold harmless West Lakeland, and its officials, agents and employees from and against all claims, actions, damages, losses and expenses, including attorneys fees, arising out of or resulting from Lake Elmo's performance of the duties required under this Agreement, provided that any such claim, action, damage, loss or expense is caused in whole or in part by an alleged negligent act, omission, or willful misconduct (including, but not limited to, a claimed breach of contract made by the contractor) of Lake Elmo. Lake Elmo agrees to require, as part of its contract with the contractor used to provide the seal coating, to include West Lakeland in the contractor's indemnification obligation under the contract. West Lakeland agrees to defend, indemnify and hold harmless Lake Elmo, and its officials, agents and employees from and against all claims, actions, damages, losses and expenses, including attorneys' fees, arising out of or resulting from West Lakeland's performance of the duties required of it under this Agreement, provided that any such claim, action, damage, loss or expense is caused in whole or in part by an alleged negligent act or omission or willful misconduct of West Lakeland. This provision shall not be construed as a waiver by either party of any defenses, immunities or limitations on liability to which they are entitled, under Minnesota Statutes, Chapter 466 or otherwise. Under no circumstances shall a party be required to pay on behalf of itself and other parties, any amounts in excess of the limits of liability established in Minnesota Statutes, Chapter 466, applicable to any one party. The limits of liability for some or all of the parties may not be added together to determine the maximum amount of liability for any party.

6. Service Contract. This is a service contract. The parties do not intend to create, and nothing herein shall be construed as creating, a joint powers agreement, joint venture, or joint enterprise. However, to the extent a court of competent jurisdiction may find such a relationship exists, Lake Elmo and West Lakeland shall be considered a single governmental entity as provided

in Minnesota Statutes, section 471.59, subdivision 1a for the purposes of determining total liability. The limits of liability for Lake Elmo and West Lakeland shall not be added together to determine the maximum amount of liability for either party or for any occurrence.

7. Contracting Procedure and Oversight. Lake Elmo shall be solely responsible for letting the contracts for the services to be provided hereunder in accordance with all applicable laws, rules, and regulations. The bonds obtained from the contractor for the work shall include the work to be performed in West Lakeland. Lake Elmo shall, to the extent reasonably necessary, assist West Lakeland to draw upon the performance bond as needed to complete or correct any work the contractor fails to perform in West Lakeland in accordance with the contract. West Lakeland will be responsible for inspecting the work to be performed in West Lakeland, but Lake Elmo shall be responsible for generally overseeing the contractor's performance of services in accordance with the contract.

8. Miscellaneous. This Agreement is solely for the benefit of the parties hereto and no other person shall have any right, claim, or interest in it.

9. Legal Compliance. Both parties agree to comply with all applicable state, federal and local laws, rules and regulations in carrying out their respective obligations under this Agreement.

10. Entire Agreement. This Agreement represents the entire agreement between Lake Elmo and West Lakeland and supersedes and cancels any and all prior agreements or proposals, written or oral, between the parties relating to the subject matter hereof. No amendments, addenda, alterations, or modifications to the terms and conditions of this Agreement shall be effective unless in writing and signed by both parties.

IN WITNESS WHEREOF, the parties have set forth their hands on the day and year first written above.

CITY OF LAKE ELMO

By: _____
Its Mayor

_____
Date

By: _____
Its City Administrator

_____
Date

TOWN OF WEST LAKELAND

By: _____
Its Town Chairperson

_____
Date

By: _____
Its Town Clerk-Treasurer

_____
Date

THE CITY OF LAKE ELMO

MAYOR & COUNCIL COMMUNICATION

DATE: **February 24, 2015**
CONSENT ITEM # **9**

AGENDA ITEM: 2015 Seal Coat Project – Authorize Preparation of Plans & Specifications

SUBMITTED BY: Ryan Stempski, Assistant City Engineer

THROUGH: Dean A. Zuleger, City Administrator

REVIEWED BY: Jack Griffin, City Engineer
Mike Bouthilet, Public Works
Cathy Bendel, Finance Director

SUGGESTED ORDER OF BUSINESS *(if removed from the Consent Agenda)*:

- 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

POLICY RECOMMENDER: Engineering and Public Works.

FISCAL IMPACT: $8,500 for Engineering Design, Bidding and Construction Services.

Engineering and Public Works have identified the street segments to be seal coated and crack sealed in 2015. Engineering is estimating the cost for these improvements to be $179,000, which includes $155,000 for seal coating and $24,000 for crack sealing. This estimate includes both engineering and construction related costs. These costs remain within the 2015 Street Maintenance Budget which has programmed $186,578 for this work.

This authorization is for the engineering design, bidding and construction services for the project in the amount of $8,500. If the council approves the West Lakeland Township Joint Services Agreement the city will be reimbursed $3,000 of this amount. Once contract bids are received the council will be asked to approve the construction costs for the project.

SUMMARY AND ACTION REQUESTED:

The City Council is respectfully requested to consider authorizing the 2015 Seal Coat Project engineering services to initiate the preparation of plans and specifications. If removed from the consent agenda, the recommended motion for this action is as follows:

"Move to authorize engineering services to FOCUS Engineering Inc. in the not to exceed amount of $8,500 for the 2015 Seal Coat Project."

LEGISLATIVE HISTORY/BACKGROUND INFORMATION:

As part of the annual street maintenance program, certain street and roadway segments are treated with crack sealing and seal coating to preserve and extend the useful service life of the pavement. The City maintains a 5-year rolling street maintenance plan which identifies and programs paved City streets with a proposed maintenance application and designated year. Best management practices for street maintenance are followed to maximize benefit on the City's investments. Crack sealing will be scheduled in the spring to prepare the streets for the 2015 Seal Coat Project.

The proposed 2015 Seal Coat Project will consist of 7.2 miles of City streets including the following neighborhoods or street segments: Hidden Meadows (Rock Point Church), Discover Crossing, St. Croix's Sanctuary, Fields of St. Croix, 42nd Street N, Beaut Crest Estates, 31st Street N from Stillwater Boulevard to TH 5, Jamley Avenue N from 28th Street to 31st Street, Myron Ellman, Eden Park 1st and 2nd Additions, and The Forest. See attached 2015 Seal Coat Project Map.

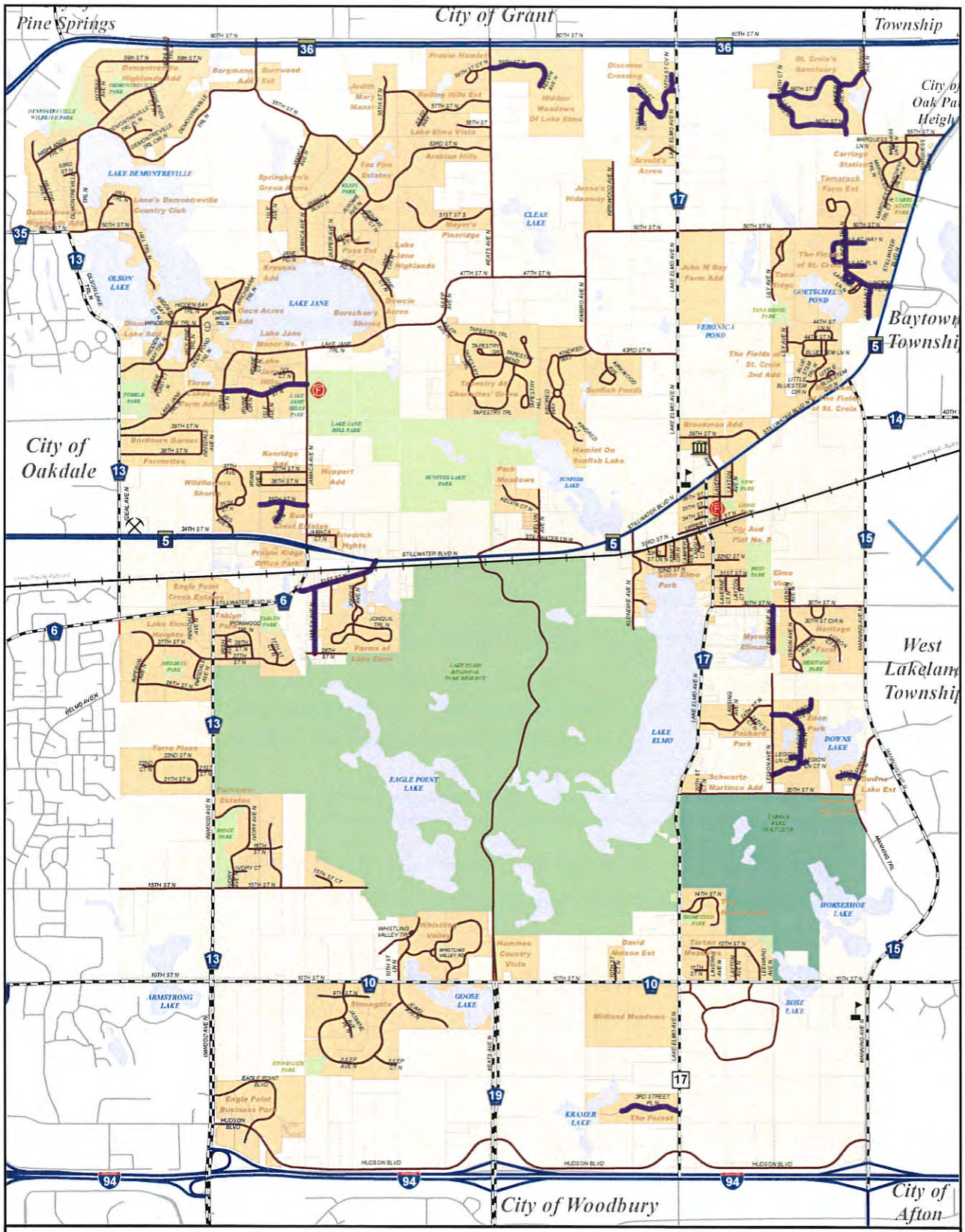
RECOMMENDATION:

Staff is recommending that the City Council consider authorizing, *as part of the Consent Agenda,* the 2015 Seal Coat Project engineering services to initiate the preparation of plans and specifications. If removed from the consent agenda, the recommended motion for this action is as follows:

"Move to authorize engineering services to FOCUS Engineering Inc. in the not to exceed amount of $8,500 for the 2015 Seal Coat Project."

ATTACHMENT(S):

1. 2015 Seal Coat Project – Location Map



2015 SEAL COAT PROJECT LOCATION MAP

THE CITY OF LAKE ELMO

Street Legend

- State Hwys
- County Roads
- City Streets
- 2015 Seal Coat Project

City Hall
3800 Laverne Avenue N
(651) 747-3900
www.lakeelmo.org

Public Works Building
3445 Ideal Ave N
(651) 747-3940

Fire Stations
Station No. 1
3510 Laverne Ave N
(651) 770-5006

Station No. 2
4259 Jamaca Ave N
(651) 779-8882

Schools

Parcels

Subdivisions

City Parks

Golf Course

Lake Elmo Regional Park Reserve
Park Office
(651) 430-8368

Lakes

N W E S

0.5 0.25 0 0.5 Miles

Map Date: February 2015

Created By: Planning Department

THE CITY OF LAKE ELMO

MAYOR & COUNCIL COMMUNICATION

DATE: **February 24, 2015**
CONSENT ITEM # **10**

AGENDA ITEM: Planning Commission Appointments

SUBMITTED BY: Beckie Gumatz, Deputy Clerk

THROUGH: Dean Zuleger, City Administrator

REVIEWED BY: Adam Bell, Assistant City Administrator/City Clerk

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SUGGESTED ORDER OF BUSINESS (if removed from the Consent Agenda):

- Introduction of Item ..... City Clerk
- Report/Presentation ..... City Clerk
- Questions from Council to Staff ..... Mayor Facilitates
- Call for Motion ..... Mayor & City Council
- Discussion ..... Mayor & City Council
- Action on Motion ..... Mayor Facilitates

POLICY RECCOMENDER: Mayor Pearson, Staff

FISCAL IMPACT: None

SUMMARY AND ACTION REQUESTED: Council interviewed Mr. Jess Hartley and Ms. Wendy Griffin prior to the City Council Meeting on February 3, 2015. Per Mayor Pearson's request, Council is now asked to appoint Mr. Hartley and Ms. Griffin to the Planning Commission as alternates.

If removed from the Consent Agenda, the recommended action can be approved through the following motions:

"Move to appoint Jess Hartley as Alternate 1 to the Planning Commission."

"Move to appoint Wendy Griffin as Alternate 2 to the Planning Commission."

LEGISLATIVE HISTORY/BACKGROUND INFORMATION:

The Planning Commission consists of 7 full voting members and 2 alternates. At this time, the Planning Commission currently has 2 alternate member openings.

RECOMMENDATION: If removed from the Consent Agenda, the recommended action can be approved through the following motion:

"Move to appoint Jess Hartley as an Alternate to the Planning Commission."

"Move to appoint Wendy Griffin as an Alternate to the Planning Commission."

THE CITY OF
LAKE ELMO

MAYOR & COUNCIL COMMUNICATION

DATE: **February 24, 2015**
CONSENT
ITEM # **11**

AGENDA ITEM: Council Minutes Format

SUBMITTED BY: Adam Bell, City Clerk

THROUGH: Dean Zuleger, City Administrator

REVIEWED BY: Beckie Gumatz, Deputy Clerk

SUGGESTED ORDER OF BUSINESS:

- Introduction of Item ..... City Clerk
- Report/Presentation ..... Staff
- Questions from Council to Staff ..... Mayor Facilitates
- Call for Motion ..... Mayor & City Council
- Discussion ..... Mayor & City Council
- Action on Motion ..... Mayor Facilitates

POLICY RECOMMENDER: City Clerk

FISCAL IMPACT: None.

SUMMARY AND ACTION REQUESTED:

The City Council is being asked to accept the City Clerk's proposed format for City Council minutes. No formal action or motion is being requested at this time.

LEGISLATIVE HISTORY/ BACKGROUND INFORMATION (SWOT):

There have been several recent Council and staff discussions about the format and content of various council minutes. Several Council members have requested that the City Clerk identify a solution to attempt to resolve some of the previous disputes based on best practices and related legal requirements. It is the City Clerk's recommendation that the council adopt a more summary form of council minutes.

It is staff's belief that the minutes include more detail about the discussion than is necessary or appropriate. In part due to the lack of a quality historical record of previous council actions, staff has been striving to provide a more thorough legislative history, but this attempt at improving the record has been at the expense of overcompensation. As previously mentioned, over the past several months, there have been numerous occasions where the intent and/or content of the individuals speaking during the meetings as reflected in the record have been questioned, discussed, or debated. Including lengthy summaries of what was said can cause a substantial delay in the minutes' completion. This policy would also benefit the council. By adopting a more

summary format, the council can receive the minutes much sooner and also avoid the he said/she said arguments can and do easily arise. The proposal would not ignore the policy disagreements, but would instead let the record speak for itself. It has become increasingly difficult to interpret and select what to include, especially with long meetings, as has become normal.

It is the staff's professional opinion, based on formal clerk training and comparing other cities' best practices, that the minutes should record what was done and why, but not what was said. In addition, with video records now readily available and better quality than ever before, there is no need for detailed summaries of discussion. If a governing body wishes to have verbatim minutes, an actual transcript should be obtained via a stenographer. This is what other communities that do choose to have transcripts do. Any written comments by the Council or the public would be included in full as an exhibit either attached to the minutes, agenda packets, or the meeting records.

The League of MN Cities' *City* and *Mayor's Handbooks* outline what the minutes should entail and summarize the state statutes regarding minutes.

From the LMC Handbooks:

Minutes of council meetings: The clerk determines the actual wording of the minutes, unless the council adopts a standard form by motion or specifically directs the clerk to change the wording. [It is of note that any disagreements between the clerk and council on the true facts set out in the minutes may be required to be resolved through judicial inquiry and determination.]

Generally the clerk has wide discretion as to how to keep the minutes. A verbatim record of everything that was said is not normally required. However, the law does require that the following be included in the minutes: The clerk must include the following information in the minutes:

- The members of the public body who are present *(Minn. Stat. §§ 13D.01, subd. 4; 331A.01, subd. 6; 15.17, subd. 1.)*
- The members who make or second motions *(Minn. Stat. §§ 412.151, subd. 1; 412.191, subd. 3; 331A.01, subd. 6)*
- Roll-call vote on motions *(Minn. Stat. §§ 331A.01, subd. 6; 412.151, subd. 1; 412.191, subd. 3.)*
- Subject matter of proposed resolutions or ordinances. *(Minn. Stat. §§ 331A.01, subd. 6; 412.151, subd. 1.)*
- Whether the resolutions or ordinances are defeated or adopted *(Minn. Stat. §§ 331A.01, subd. 6; 412.191, subd. 3.)*
- The votes of each councilmember, including the mayor *(Minn. Stat. §§ 13D.01, subd. 4; 331A.01, subd. 6; 412.151, subd. 1; 412.191, subd. 3.)*

In addition, Lake Elmo City Code § 31.02 states that meeting procedure should follow Robert's Rules of Order as stated here:

§ 31.02 PRESIDING OFFICER.
(A) ***Who presides.*** The Mayor shall preside at all meetings of the Council. In the absence of the Mayor, the Acting Mayor shall preside. In the absence of both, the Clerk shall call the meeting to order and shall preside until the Council Members present at the meeting choose 1 of their members to act temporarily as presiding officer.
(B) ***Procedure.*** The presiding officer shall preserve order, enforce the rules of procedure adopted by the City Council, and determine without debate, subject to the formal decision of the Council on appeal, all questions of procedure and order. Except as otherwise provided by statute or by the provisions of this subchapter, the proceedings of the Council shall be conducted in accordance with the latest edition of *Robert's Rules of Order*.
(C) ***Appeal procedure.*** Any Council Member may appeal to the Council a ruling of the presiding officer. If the appeal is seconded, the member may speak once, solely on the question involved, and the presiding

officer may explain the ruling, but no other Council Member shall participate in the discussion. The appeal shall be sustained if it is approved by a majority of the members present, including the presiding officer. If there is a tie vote on the appeal, the original ruling of the presiding officer shall stand.
(1997 Code, § 200.01) (Am. Ord. 97-201, passed 11-20-2007)

From the Roberts's Rules official website:

Question 15:
Isn't it necessary to summarize matters discussed at a meeting in the minutes of that meeting in order for the minutes to be complete?

Answer:
Not only is it not necessary to summarize matters discussed at a meeting in the minutes of that meeting, it is improper to do so. Minutes are a record of what was done at a meeting, not a record of what was said. [RONR (11th ed.), p. 468, ll. 16-18; see also p. 146 of RONRIB.]

****

Regarding the minutes recording/correction in the city code, it simply states:

§ 31.03 MINUTES.

(A) ***Recording.*** Minutes of each Council meeting shall be kept by the Clerk or, at the direction of the Clerk, by the Deputy Clerk. In the absence of both, the presiding officer shall appoint a temporary recording secretary. Ordinances, resolutions, and claims need not be recorded in full in the minutes if they appear in other permanent records of the Clerk and can be accurately identified from the description given in the minutes.
(B) ***Approval.*** The minutes of each meeting shall be reduced to typewritten form, shall be signed by the Clerk, and copies shall be delivered to each Council Member as soon as practicable after the meeting. At the next regular Council meeting following the delivery, approval of the minutes shall be considered by the Council. The minutes need not be read aloud, but the presiding officer shall call for any additions or corrections. If there is no objection to a proposed addition or correction, it may be made without a vote of the Council. If there is an objection, the Council shall vote upon the addition or correction. If there are no additions or corrections, the minutes shall stand approved.
(1997 Code, § 200.01)

RECOMMENDATION:

Based on the aforementioned, the staff recommends the City Council accept the City Clerk's proposed summary format for City Council minutes. No formal action or motion is being requested at this time. If further direction is needed, staff requests that Council communicate with the Clerk and staff. Any specific issues with a particular set of submitted minutes should be addressed on an individual basis.

THE CITY OF LAKE ELMO

MAYOR & COUNCIL COMMUNICATION

DATE: **February 24, 2015**
CONSENT ITEM # **12**

AGENDA ITEM: Hammes Estates 1st Addition Residential Subdivision – Amendment of Approved Developer's Agreement

SUBMITTED BY: Nick M. Johnson, City Planner

THROUGH: Dean Zuleger, City Administrator

REVIEWED BY: Jack Griffin, City Engineer
Dave Snyder, City Attorney
Kyle Klatt, Community Development Director
Cathy Bendel, Finance Director

SUGGESTED ORDER OF BUSINESS (if removed from the Consent Agenda):

- Introduction of Item .....Community Development Director
- Report/Presentation.....Community Development Director
- Questions from Council to Staff ..... Mayor Facilitates
- Call for Motion ..... Mayor & City Council
- Discussion ..... Mayor & City Council
- Action on Motion ..... Mayor Facilitates

POLICY RECCOMENDER: Staff is recommending that the City Council approve an amendment to the approved Hammes Estates 1st Addition Development Agreement. The requested amendments would incorporate the necessary City payments for the oversizing of watermain within the development, as well as increase the number of permitted model homes from 4 to 5 at the request of the developer.

FISCAL IMPACT: $50,045.00 (estimated). Upon acceptance of the public improvements for the development, the City would need to pay an estimated amount of $50,045 for the oversizing of watermain from 8-inch to 12"inch. The oversizing credit would be paid from the City's water enterprise fund.

SUMMARY AND ACTION REQUESTED: The City Council is being asked to approve amendments to the approved Development Agreement for the Hammes Estates 1st Addition residential subdivision as part of the Consent Agenda. The requested amendments include adding the provisions for the City payment of watermain oversizing, which was not addressed in the

previously approved agreement. In addition, the developer is requesting to increase the number of model homes permitted from four homes to five. Should the requested action be removed from the Consent Agenda, the motion to take the recommended action on the request is as follows:

"Move to adopt Resolution No. 2015-09, approving the requested amendments to the approved Development Agreement for the Hammes Estates 1st Addition residential subdivision."

LEGISLATIVE HISTORY/STAFF REPORT:

The Hammes Estates 1st Addition residential subdivision Final Plat was approved on October 7, 2014. In addition to the Final Plat, the Development Agreement for Hammes Estates 1st Addition was also approved on the same date. The resolutions of approval of these two actions can be found in Attachments #5 and #6. When the original Development Agreement was approved, it did not account for the necessary oversizing of watermain within the Hammes Estates residential development. Upon completion and acceptance of the public improvements, the City would be responsible to pay a credit to the landowner/developer for the installation of oversized watermain. The proposed amendments to the approved Development Agreement are directly related to the payment of the watermain oversizing credit.

Oversizing of City utilities within private developments is a common practice necessary to provide adequate sewer, water or storm sewer service to a broader area. In the case of watermain, the locations of oversized pipe are based on modeling of the City's entire water system to determine where oversizing of pipe and other infrastructure upgrades are necessary to optimize the performance of the overall system. More specifically, providing adequate flow and water pressure in different areas of the City requires that certain segments be oversized to provide optimal service. In terms of the oversizing credit, a typical residential subdivision can be served by 8-inch watermain. However, in certain locations, the City's water system may require a 12-inch watermain to be installed. In this case, the oversizing credit owed to the developer would be for the increased cost of oversizing an 8-inch watermain to a 12-inch watermain. This methodology is a widely accepted practice to determine oversizing credits. In the case of Hammes Estates 1st Addition, it was determined that the cost of the oversized watermain and supporting structures/material result in an oversizing credit of $50,045.00. This estimated cost is submitted by the developer's engineer, and then reviewed by the City Engineer. The estimated oversizing cost, the review by the City Engineer, and location of the watermain oversizing is in Attachment #3. In addition, the oversizing costs are also found in Exhibit B of the proposed Development Agreement (Attachment #2). It should also be noted that the amendment to the approved Development Agreement specifies that the City will pay the actual costs of construction for the oversizing. The $50,045.00 oversizing reimbursement is an estimate at this time. Finally, please note that the developer's engineer's estimate (Attachment #3) included a slight calculation error in the oversizing cost of watermain. The correct calculation is reflected in Exhibit B of the Development Agreement.

In addition to the oversizing of the watermain, the proposed amendments to the Development Agreement also increase the number of model homes allowed from 4 homes to 5 model homes.

This request has been submitted by the developer (Attachment #4). The reason for this request is that the proposed residential subdivision will include homes built by 5 different home builders. According to the developer, 4 custom builders will participate in Hammes Estates in addition to Ryland Homes. The reason they would like to increase the number of model homes to 5 is to allow each builder participating in the project to have a model home. Staff has reviewed this request and found the modest increase to be reasonable. Prior to any model homes being constructed, the developers/builders will need to submit as-built grading survey to ensure that the lots meet the approved Grading Plan. In addition, they will need to demonstrate that there is adequate access to the model homes for emergency services. Per the approved Development Agreement, the location of the model lots is subject to the approval of the Community Development Director.

To document the proposed amendments to the Development Agreement, staff has redlined the previously approved version to highlight the proposed changes. In addition to the amendments related to watermain oversizing and model homes, there are some changes related to the review of the document by the City Attorney. These limited changes are a result of review by the agreement by the Attorney and the developer's representation. The developer found all the requested changes by the City Attorney to be acceptable.

STRENGTHS, WEAKNESSES, OPPORTUNITIES, THREATS:

Strengths: Approval of the proposed amendments to the approved Development Agreement for Hammes Estates 1st Addition clarifies the City's responsibility with regards to watermain oversizing. In addition, permitting one additional model home in the development supports the proposed plan of Hammes West, LLC to bring forward a mix of custom home builders to the project.

Weaknesses: None

Opportunities: With the completion of the amendments to the Development Agreement, the Agreement can be executed and the plat recorded. This would allow for the submission of the necessary City sewer and water fees (SACs and WACs). The developers are hoping to begin utility and street construction in the spring.

Threats: 5 model homes as part of the development is the maximum amount that is acceptable. Constructing homes prior to the acceptance of the public improvements can have some elements of risk. However, staff is confident the risk can be mitigated by requiring as-built survey on all model lots and requiring proper access for emergency services should an accident occur while the homes are under construction.

RECOMMENDATION:

Based on the above Staff Report, Staff is recommending that the City Council approve amendments to the approved Development Agreement for the Hammes Estates 1st Addition residential subdivision as part of the Consent Agenda. Should the requested action be removed from the Consent Agenda, the motion to take the recommended action on the request is as follows:

"Move to adopt Resolution No. 2015-09, approving the requested amendments to the approved Development Agreement for the Hammes Estates 1st Addition residential subdivision."

ATTACHMENTS:

1. Resolution No. 2015-09
2. Hammes Estates Developer's Agreement – Final Draft w/Proposed Amendments
3. Watermain Oversizing Cost Estimates
4. Developer Request to Increase # of Model Homes
5. Resolution No. 2014-81
6. Resolution No. 2014-82

CITY OF LAKE ELMO
WASHINGTON COUNTY
STATE OF MINNESOTA

RESOLUTION NO. 2015-09

A RESOLUTION APPROVING AMENDMENTS TO THE APPROVED DEVELOPMENT AGREEMENT FOR HAMMES ESTATES 1ST ADDITION

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

WHEREAS, The Ryland Group, Inc., 7599 Anagram Drive, Eden Prairie, MN ("Applicant") has previously submitted an application to the City of Lake Elmo ("City") for a Final Plat for Hammes Estates 1st Addition; and

WHEREAS, The Lake Elmo City Council adopted Resolution No. 2014-81 on October 7, 2014 approving the Final Plat for Hammes Estates 1st Addition; and

WHEREAS, The Lake Elmo City Council adopted Resolution No. 2014-82 on October 7, 2014, approving the Development Agreement for Hammes Estates 1st Addition; and

WHEREAS, the Applicant and City have agreed to amend the approved Development Agreement to include provisions related to utility oversizing and other limited amendments.

NOW, THEREFORE, based on the information received, the City Council of the City of Lake Elmo does hereby approve the amended Developer's Agreement for Hammes Estates 1st Addition and authorizes the Mayor and City Clerk to execute the document.

Passed and duly adopted this 24th day of February 2015 by the City Council of the City of Lake Elmo, Minnesota.

_____
Mike Pearson, Mayor

ATTEST:

_____
Adam Bell, City Clerk

(reserved for recording information)

DEVELOPMENT CONTRACT

(Public sewer and water)

Hammes Estates 1st Addition

AGREEMENT dated_____, 2015, by and between the **CITY OF LAKE ELMO** a Minnesota municipal corporation ("City"), and The Ryland Group, Inc. a Maryland Corporation (the "Developer").

1. REQUEST FOR PLAT APPROVAL. The Developer has asked the City to approve the plat for Hammes Estates 1st Addition (referred to in this this Contract as the "plat"). The land is situated in the County of Washington, State of Minnesota, and is legally described as:

That part of the South Half of the Northeast Quarter of Section 34, Township 29 North, Range 21 West, Washington County, Minnesota, EXCEPT the East 60.00 feet of the North 967 feet of said South Half of the Northeast Quarter thereof. AND EXCEPT Parcel 3 of Washington County Highway Right of Way Plat 49-19B, recorded September 18, 1985 as Document Number 492530.

2. CONDITIONS OF PLAT APPROVAL. The City hereby approves the plat on condition that the Developer enter into this Contract, 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. Unless separate written approval has been given by the City, within the plat or land to be platted, the Developer may not grade or otherwise disturb the earth, remove trees, construct sewer lines, water lines, streets, utilities, public or private improvements, or any buildings until all the following conditions have been satisfied: 1) this agreement has been fully executed by both parties and filed with the City Clerk, 2) the necessary security has been received by the City, 3) the plat has been recorded with the Washington County Recorder's Office, and 4) the City's Community Development Director has issued a letter that all conditions have been satisfied, a preconstruction conference has been held, and that the Developer may proceed.

4. HOA DOCUMENTS. The required HOA documents shall be recorded with the Washington County Recorder's Office within thirty (30) days of the plat being recorded with the County.

5. PHASED DEVELOPMENT. This plat is a phase of a multi-phased preliminary plat, the City may refuse to approve final plats of subsequent phases if the Developer has breached this Contract and the breach has not been remedied. Development of subsequent phases may not proceed until Development Contracts for such phases are approved by the City. Park charges and area charges for sewer and water referred to in this Contract are not being imposed on outlots, if any, in the plat that are designated in an approved preliminary plat for future subdivision into lots and blocks. Such charges will be calculated and imposed when the outlots are final platted into lots and blocks.

6. PRELIMINARY PLAT STATUS. The plat 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 (5) years after preliminary plat approval.

7. CHANGES IN OFFICIAL CONTROLS. For two (2) years from the date of this Contract, no amendments to the City's Comprehensive Plan or official controls shall apply to or affect the residential 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 Contract to the contrary, to the full extent permitted by state law, the City may require compliance with any amendments to the City's Comprehensive Plan, official controls, platting or dedication

requirements enacted after the date of this Contract.

8. DEVELOPMENT PLANS. The plat shall be developed in accordance with the following plans and at the Developer's sole expense. The plans shall not be attached to this Contract. If the plans vary from the written terms of this Contract, the written terms shall control. The plans are:

Plan A – Final Plat
Plan B – Final Grading, Drainage, and Erosion Control Plans
Plan C – Final Sanitary Sewer, Water Main, Storm Sewer, and Street Plans
Plan D – Final Landscape Plan

9. IMPROVEMENTS. The Developer shall install and pay for the following:

A. Streets
B. Sanitary Sewer
C. Watermain
D. Surface Water Facilities (pipe, ponds, rain gardens, etc.)
E. Grading and Erosion Control
F. Sidewalks/Trails
G. Street Lighting
H. Underground Utilities
I. Street Signs and Traffic Control Signs
J. Landscaping and Street Trees
K. Tree Preservation and Reforestation
L. Wetland Mitigation and Buffers
M. Monuments Required by Minnesota Statutes

The improvements shall be installed in accordance with the City subdivision ordinance and the City's Engineering Design and Construction Standards Manual and pursuant to the direction of the City Engineer. The Developer shall submit plans and specifications which have been prepared by a competent registered professional engineer to the City for approval by the City Engineer. 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 City 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 and a soil engineer inspect the 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. The Developer or his engineer shall schedule a pre-construction meeting at a mutually agreeable time at the City Hall with all parties concerned, including the City staff, to review the program for the construction work.

All labor and work shall be done and performed in the best and most workmanlike manner and in strict conformance with the approved plans and specifications. No deviations from the approved plans and specifications will be permitted unless approved in writing by the City Engineer. The Developer agrees to furnish to the City a list of contractors being considered for retention by the Developer for the performance of the work required by the Contract. The Developer shall not do any work or furnish any materials not covered by the plans and specifications and special conditions of this Contract, for which reimbursement is expected from the City, unless such work is first ordered in writing by the City Engineer as provided in the specifications.

10. CITY ENGINEERING ADMINISTRATION AND CONSTRUCTION OBSERVATION. Prior to the commencement of any construction activity authorized under this agreement, the Developer shall submit an escrow for City Engineering Administration and Construction Observation in an amount provided under paragraph 36. Summary of Cash Requirements. Thereafter, the Developer shall reimburse the City each month, within 30 days of receiving an invoice, for all engineering administration and construction observation performed during the construction of the plat at normal City rates for such Services. If the Developer fails to pay the invoiced amount within such 30-day period, and such failure continues for an additional five (5) business days after written notice from the City of such failure, the City may draw upon the escrow and stop the work on site until said escrow has been replenished in its full amount. City engineering administration will include monitoring of construction progress and construction observation, consultation with Developer and his engineer 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 security. Construction observation may be performed by the City's in-house staff or consulting engineer. 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 on an hourly basis at normal City rates therefore.

The direction and review provided through the inspection of the improvements should not be considered a substitute for the Developer required management of the development. Developer will cause the contractor(s) to furnish the City with a schedule of proposed operations at least five (5) days prior to the commencement of construction of each type of Improvement. City shall inspect all Developer Installed Improvements during and after construction for compliance with approved plans and specifications. Developer will notify the City Engineer at such times during construction as the City Engineer 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 Developer is thereby created.

11. 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% ownership interest or in which they are an officer or director may not act as contractors or subcontractors for the public improvements identified in Paragraph 8 above.

12. PERMITS. The Developer shall obtain or require its contractors and subcontractors to obtain all necessary permits, including but not limited to:

A. Right-of-Way Excavations and Obstructions:
- City of Lake Elmo, Right-of-Way Utility Installation(s)
- City of Lake Elmo, Right-of-Way Obstruction(s)
- Washington County, Utility Installations(s)
- Washington County, Street or Driveway Access(s)
- Minnesota Department of Transportation, Utility Installation
- Minnesota Department of Transportation, Right-of-Way Permit

B. Watermain Extensions:
- Minnesota Department of Health

C. <u>Sanitary Sewer Extensions</u>:
- Minnesota Pollution Control Agency
- Metropolitan Council Environmental Services

D. <u>Stormwater Management</u>:
- Valley Branch Watershed District Permit

E. <u>Erosion, Sedimentation Control</u>:
- Minnesota Pollution Control Agency, General NPDES Stormwater Permit

- SWPPP (Stormwater Pollution Prevention Plan)

F. Wetland Mitigation:
- Board of Water and Soil Resources, WCA

G. Construction Dewatering:
- Minnesota Department of Natural Resources

13. TIME OF PERFORMANCE. The Developer shall install all required public improvements by October 31, 2015, with the exception of the final wear course of asphalt on streets. The Developer shall have the option of installing the wearing course of streets within one (1) year following initial commencement of work on the required basic improvements or installing it after the first course has weathered a winter season, consistent with warranty requirements, however final acceptance of the improvements will not be granted until all work is completed including the final wear course. 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. Final wear course placement outside of this time frame must have the written approval of the City Engineer.

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

15. CONSTRUCTION ACCESS. Construction traffic access and egress for grading, public utility construction, and street construction is restricted to access the subdivision via the planned construction access off of Keats Avenue. No construction traffic is permitted on other adjacent local streets.

16. CONSTRUCTION SEQUENCE AND COMPLIANCE. The City will require the Developer to construct the improvements in a sequence which will allow progress and compliance points to be measured and evaluated. The Developer and/or their representatives are required to supervise and coordinate all construction activities for all 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., 17. and 18. For the purpose of this paragraph, Electronic message (email) shall be deemed an acceptable method of notification provided it is captioned "Notice pursuant to Development Agreement".

17. EROSION CONTROL. Prior to initiating site grading, the erosion control plan, Plan B, shall be implemented by the Developer and inspected and approved by the City. Erosion control practices must comply with the approved plans and specifications for the plat, with all watershed district permits and with Minnesota Pollution Control Agency's Best Management Practices. The City may impose additional erosion control requirements as deemed necessary. 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 ten (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 unless the plat is in full compliance with the approved erosion control plan.

If building permits are issued prior to the acceptance of public improvements, the Developer assumes all responsibility for erosion control compliance throughout the plat 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.

18. GRADING PLAN. The plat shall be graded in accordance with the approved grading drainage and erosion control plan, Plan "B". The plan shall conform to Engineering Design and Construction Standards Manual. All grading shall be completed within the Subdivision prior to the preparation and submittal of the as-constructed grading plan.

Within thirty (30) days after completion of the grading, the Developer shall provide the City with a "record" grading plan certified by a registered land surveyor or engineer that all trails, ponds, swales, and ditches have been constructed on public easements or land owned by the City. The "record" plan shall contain site grades and field verified elevations of the following: a) cross sections of ponds; b) location and elevations along all swales, emergency overflows, wetlands, wetland mitigation areas if any, ditches, locations and dimensions of borrow areas/stockpiles; c) lot corner elevations and house pads; and d) top and bottom of retaining walls. The City will not issue any building permits until the approved certified record grading plan is on file with the City.

19. STREET AND UTILITY IMPROVEMENTS. All storm sewers, sanitary sewers, watermain, and streets shall be installed in accordance with the approved Plans and Specifications for Public Improvements, Plan "C". The plan shall conform to the City's Engineering Design and Construction Standards Manual. Curb and gutter and the first lift of the bituminous streets, sidewalks, the boulevards graded, street signs installed, and all restoration work on the site shall be completed in accordance with the approved plans. Once the work is completed, the Developer or its 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. The final bituminous wear course may be installed in accordance with paragraph
12. above.

20. STREET MAINTENANCE DURING CONSTRUCTION. The Developer shall be responsible for all street maintenance until the streets are accepted by the City in writing. Warning signs shall be placed 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. In the event residences are occupied prior to completing streets, the Developer shall maintain a smooth surface and provide proper surface drainage to insure that the streets are passable to traffic and emergency vehicles. The Developer shall be responsible for keeping streets within and without the

subdivision clean of dirt and debris that may spill, track, or wash onto the street from Developer's operation. The Developer may request, in writing, that the City keep the streets open during the winter months by plowing snow from the streets prior to final acceptance of said streets. The City shall not be responsible for repairing the streets because of snow plowing operations. Providing snow plowing service does not constitute final acceptance of the streets by the City. The Developer shall contract for street cleaning within and immediately adjacent to the development. At a minimum, scraping and sweeping shall take place on a weekly basis. A copy of this contract shall be approved by the City before grading is started. The contract shall provide that the City may direct the contractor to clean the streets and the contractor will bill the Developer.

21. OWNERSHIP OF IMPROVEMENTS. Upon completion of the work and construction required by this Contract, the improvements lying within public easements shall become City property. Prior to acceptance of the improvements by the City, the Developer must furnish the City with a complete set of reproducible "record" plans, 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 Contract. 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, the City Engineer will accept the completed public improvements.

22. PARK DEDICATION. The Developer shall pay a cash contribution of $107,554 in satisfaction of the City's park dedication requirements. This charge is based on the park dedication requirement for all the areas to be platted within the Hammes Estates Preliminary Plat. No additional fees in lieu of land dedication will be charged for future developments within the preliminary plat area. The charge was calculated as follows: 2.1 acres (5.7 acres of park land provided subtracted from 7.8 acres of park land required) at $51,216 per acre per the submitted appraisal for the property. The Developer shall

receive a credit from the cash amount due for the actual costs of the North East Park Plan Improvements depicted in the Final Landscape Plans Dated September 22, 2014. These improvement shall include: 16-feet by 24-feet shelter, picnic table, bike rack, grill station, retaining wall, fishing pier, canoe rack, concrete hardsurface, woodland seed mix restoration, landscaping, and parking lot improvements. The Developer shall deposit $107,554 with the City at time of final plat to be held by the City in escrow until such time as park improvements have been installed. Upon installation of park improvements, the City shall release the credited amount to the Developer.

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 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 REU shall be paid by the Developer prior to the City recording the final plat. The total amount to be paid by the Developer is $171,000.00.

The water availability charge (WAC) in the amount of $3,000.00 per REU shall be paid by the Developer prior to the City recording the final plat. The total amount to be paid by the Developer is $171,000.00.

In addition, a sewer connection charge in the current amount of $1,000.00 per REU, a Met Council sewer availability charge in the current amount of $2,435.00 per REU, and a water connection charge in the current amount of $1,000.00 per REU will be collected by the City at the time the building permit is issued for each lot. These amounts are charged at the time of building permit in accordance with the latest city fee schedule.

24. TRAFFIC CONTROL SIGNS. Traffic control signs shall be included as part of the public street improvements, and the installation costs shall be included in the street construction calculations.

25. STREET LIGHTS. The Developer is responsible for the installation of street lights

consistent with a street lighting plan approved by the City. The Developer shall coordinate the installation of street lights with Xcel Energy in conjunction with the other improvements, and agrees to pay Xcel Energy for all upfront costs associated with the street lighting system, including underground cables, posts, lamps, ballasts, starters, photocells, and glassware. All street lights will be leased by the City upon final acceptance of the system. The Developer shall also pay $499.68 in payment for the first year operating costs for street lights.

26. WETLAND MITIGATION. The Developer shall complete wetland mitigation/restoration in accordance with the approved Plans and Specifications and in accordance with any applicable Watershed or agency Permits. If the mitigation work is found to be incomplete or restoration is unsuccessful the City may draw down the security at any time during the warranty period if the Developer fails to take corrective measures to be used by the City to perform the work. Prior to the acceptance of the public improvements for the Hammes Estates plat, all wetland buffers shall be delineated and identified via staking and signage that is acceptable to the City.

27. BUILDING PERMITS/CERTIFICATES OF OCCUPANCY.

A. Public sewer and water, curbing, and one lift of asphalt shall be installed on all public and private streets prior to issuance of any building permits, except five~~four~~ model homes on lots acceptable to the Community Development Director.

B. Prior to issuance of building permits, wetland buffer monuments shall be placed in accordance with the City's zoning ordinance. The monument design shall be approved by the Community Development Department.

C. Written certification of the as-constructed grading must be on file at the City for the block where the building is to be located.

D. Breach of the terms of this Contract by the Developer, including nonpayment of billings from the City, shall be grounds for denial of building permits and/or withholding of other permits, inspection or actions, including lots sold to third parties, and the halting of all work in the plat.

E. If building permits are issued prior to the acceptance of public improvements, the

Developer assumes all liability and costs resulting in delays in completion of public improvements and damage to public improvements caused by the City, Developer, their contractors, subcontractors, materialmen, employees, agents, or third parties.

F. 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.

G. The City will not issue a certificate of occupancy for any building constructed on any lot or parcel in the Plat, including any model homes authorized under this agreement, until Public sewer and water, curbing, and one lift of asphalt is installed on all public and private streets; all utilities are tested and approved by the City Engineer; and the as- constructed grading must be on file at the City for the block where the building is to be located.

28. RESPONSIBILITY FOR COSTS.

A. In the event that the City receives claims from labor, materialmen, or others that work required by this Contract has been performed, the sums due them have not been paid, and the laborers, materialmen, or others are seeking payment from the City, and in the future event that such claims have not been resolved by the Developer within thirty (30) days after written notice 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 letters of credit 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 letters of credit deposited with the District Court, except that the Court shall retain jurisdiction to determine payment of attorneys' fees pursuant to this Contract.

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 plat, including but not limited to legal, planning, engineering and inspection expenses incurred in connection with approval and acceptance of the plat, the preparation of this Contract, review of construction plans and documents, and all costs and expenses

incurred by the City in monitoring and inspecting development of the plat. All amounts incurred and due at the time, must be fully paid prior to execution and release of the final plat for recording.

C. The Developer shall hold the City and its officers, employees, and agents harmless from claims made by itself and third parties for damages sustained or costs incurred resulting from plat approval and development. The Developer shall indemnify the City and its officers, 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 Contract, including reasonable engineering and attorneys' fees.

E. The Developer shall pay in full all bills submitted to it by the City for obligations incurred under this Contract within thirty (30) days after receipt. Bills not paid within thirty (30) days shall be assessed a late fee per the City of Lake Elmo adopted Fee Schedule. Upon request, the City will provide copies of detailed invoices of the work performed.

29. City Payments. In the event city payments are required by Section 29.A below, within thirty (30) days of the City's final acceptance of the Improvements, pursuant to Section 21 of this Agreement, but only if the Developer is not in default under this Agreement, the City shall pay to the Developer the sums set forth in the attachment to this Agreement as Exhibit B. The actual amount of the reimbursement shall be based on actual construction costs which will be verified by the Developer to the City in the Plans submitted to the City as required in Section 21. This payment by the City shall be the City's only responsibility with regard to construction of the Improvements and in no case shall act as a waiver of any other right of the City under this Agreement or under applicable laws, ordinances, or rules.

A. City payments pursuant to this Agreement shall be: $50,045.00

30. SPECIAL PROVISIONS. The following special provisions shall apply to plat development:

A. Implementation of the recommendations listed in the September 18, 2014 Engineering memorandum is required along with all conditions of approval listed in any City Council resolution approving the plat.

B. Within thirty (30) days of the plat being recorded at the County, the Developer shall convey Outlot A and C to the City by warranty deed, free and clear of any and all encumbrances.

C. The Developer shall install a temporary turnaround at the southern end of June Avenue North until it is extended as part of future phases of the Hammes Estates development.

D. The Developer must obtain a sign permit from the City Building Official prior to installation of any permanent subdivision identification signs.

F. The Developer shall provide for a minimum green belt/buffer of 100 feet around all of the adjacent Stonegate subdivision. This buffer shall be secured by a covenant running in favor of the City and a title commitment issued therefore.

G. All trails shall be located within the easements and dedicated to the City of Lake Elmo. Title commitments from a regional title company shall be provided for all land so dedicated.

H. The Developer shall be responsible for the construction of all improvements within the Keats Avenue (CSAH 19) right-of-way as required by Washington County and further described in the review letter received from the County dated May 6, 2014. The required improvements shall include, but not be limited to: modifications to the median crossing in this area, continuation of a bituminous trail through the median, turn lanes, and other improvements as required by the County.

I. The Developer shall observe all other County requirements as specified in the Washington County review letter dated May 6, 2014.

J. The Developer shall enter into a maintenance agreement with and satisfactory to the City that clarifies the individuals or entities responsible for any landscaping installed in areas outside of land dedicated as public park and open space on the final plat.

K. Any land under which public trails are located will be accepted as park land provided the Developer constructs said trails within the dedicated areas as part of the public improvements for the subdivision and easements are provided where required by the City.

L. No more than one hundred units depicted on the preliminary plat (100) may be

approved as part of a final plat until a second access is provided to the subdivision via a connection through the property to the south of the Hammes Estates.

M. The Developer shall be responsible to monitor the restored southern shoreline of Goose Lake for invasive species for a period of 5 years as specified in the MN DNR Public Waters Work Permit.

N. The Developer shall submit all documentation of remediation activities related to a recorded soil contamination on the site to the Minnesota Pollution Control Agency for review and approval. The Developer shall submit the acknowledgment of approval from the Minnesota Pollution Control Agency to the City prior to the issuance of building permits for all lots in the recorded plat affected by the soil contamination event. The Developer must submit the acknowledgement of successful remediation from the MPCA prior to the City's consideration of subsequent phases of the Hammes Estates development.

31. MISCELLANEOUS.

A. The Developer may not assign this Contract without the written permission of the City Council. The Developer's obligation hereunder shall continue in full force and effect even if the Developer sells one or more lots, the entire plat, or any part of it.

B. Retaining walls that require a building permit shall be constructed in accordance with plans and specifications prepared by a structural or geotechnical 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 and specifications. All retaining walls identified on the development plans or by special conditions referred to in this Contract shall be constructed before any other building permit is issued for a lot on which a retaining wall is required to be built.

C. Appropriate legal documents ~~regarding~~ including Homeowner Association documents, covenants and restrictions relating to the plat approval and outlots and conveyances, as approved by the City Attorney, shall be filed within thirty (30) days of the recording of the plat. No third-party beneficiary status is hereby conferred. All outlots and common areas, including Outlot~~s C and~~ D, shall be maintained in good order and repair by a homeowner's association, and, if it does not do so, then the City

may perform the work and assess the costs against the individual lots within the plat of Hammes Estates and without regard to the formalities or requirements of Minn. Stat. § 429.

D. Developer shall take out and maintain or cause to be taken out and maintained until six (6) months after the City has accepted the public 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 $1,000,000 for each occurrence; limits for property damage shall be not less than $200,000 for each occurrence; or a combination single limit policy of $1,000,000 or more. The City shall be named as an additional insured on the policy, and the Developer shall file with the City a certificate evidencing coverage prior to the City signing the plat. The certificate shall provide that the City must be given thirty (30) days advance written notice of the cancellation of the insurance.

E. Third parties shall have no recourse against the City under this Contract.

F. If any portion, section, subsection, sentence, clause, paragraph, or phrase of this Contract is for any reason held invalid, such decision shall not affect the validity of the remaining portion of this Contract.

G. The action or inaction of the City shall not constitute a waiver or amendment to the provisions of this Contract. 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 Contract shall not be a waiver or release.

H. This Contract shall run with the land and may be recorded against the title to the property. The Developer covenants with the City, its successors and assigns, that the Developer has fee title to the property being final platted and/or has obtained consents to this Contract, in the form attached hereto, from all parties who have an interest in the property; 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 plat complies 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 plat does not comply, the City may, at its option, refuse to allow construction or development work in the plat until the Developer does comply. Upon the City's demand, the Developer shall cease work until there is compliance.

32. 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 Developers to commence and complete construction of the Public Improvements pursuant to the terms, conditions and limitations of this Agreement and the continuance of such failure for a period of thirty (30) days after written notice thereof (provided, however, that in the event of a bona fide emergency, the City shall only be required to give such notice as is practicable under the circumstances).

B. Failure by Developers to substantially observe or perform any material covenant, condition, obligation or agreement on their part to be observed or performed under this Agreement and the continuance of such failure for a period of thirty (30) days after written notice thereof (provided, however, that in the event of a bona fide emergency, the City shall only be required to give such notice as is practicable under the circumstances).

33. 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 Developers, deemed adequate by the City, that Developers will cure their default and continue their 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 Developers, or immediately draw on the Letter of Credit, as set forth in this Agreement. In the event of any uncorrected failure to maintain any common area or landscape areas, the City may undertake to do the work and assess the costs to the individual lots within the plat without regard to the formalities or requirements of Minn. Stat. § 429..

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34. 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. The Developer also acknowledges that its failure to perform any or all of its 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.

35. WARRANTY. The Developer warrants all improvements required to be constructed by it pursuant to this Contract against poor material and faulty workmanship. The Developer shall submit either cash or a letter of credit for twenty-five percent (25%) of the amount of the original cost of the improvements.

A. The required warranty period for materials and workmanship for the utility contractor installing public sewer and water mains shall be two (2) years from the date of final written City acceptance of the work.

B. The required warranty period for all work relating to street construction, including concrete curb and gutter, sidewalks and trails, materials and equipment shall be ~~subject to~~ one (1) year from the date of final written acceptance, unless the wearing course is placed during the same construction season as the bituminous base course. In those instances, the Developer shall guarantee all work, including street construction, concrete curb and gutter, sidewalks and trails, material and equipment for a period of two (2) years from the date of final written City acceptance of the work.

C. The required warranty period for sod, trees, and landscaping is two growing seasons following installation.

D. The required warranty for landscaping within storm water infiltration areas (Outlot A) shall be three (3) years following installation. The Developer shall also enter into a funded maintenance agreement with the City for a period of three (3) years prior to acceptance of the landscaping for within these storm water infiltration areas. Said maintenance agreement shall include requirements for the proper care of native plantings and the elimination of weeds and invasive species.

36. SUMMARY OF SECURITY REQUIREMENTS. To guarantee compliance with the terms of this agreement, payment of special assessments, payment of the costs of all public improvements, and construction of all public improvements, the Developer shall furnish the City with an irrevocable letter of credit, in the form attached hereto, from a bank, cash escrow or a combination cash escrow and Letter of Credit ("security") for $2,880,829.56. The amount of the security was calculated as follows:

CONSTRUCTION COSTS:

Streets	$489,243.50
Sanitary Sewer	$569,227.75
Watermain	$359,915.00
Surface Water Facilities (pipe, ponds, rain gardens, etc.)	$479,785.50
Grading	$25,000.00
Erosion Control	$25,801.90
Sidewalks/Trails	$117,684.00
Street Lighting	Xcel to Install, to be pre-paid directly by Developer
Street Signs and Traffic Control Signs	$3,550.00
Landscaping	$222,656.00
Tree Preservation and Restoration	$3,600.00
Wetland Mitigation and Buffers	Separate letter of credit through Watershed District
Monuments	$5,700.00
Miscellaneous Facilities	N/A
Developer's Record Drawings	$2,500.00
Construction Sub-Total	**$2,304,663.65**
Total Project Securities (at 125% Construction Costs)	**$2,880,829.56**

DRAFT

This breakdown is for historical reference; it is not a restriction on the use of the security. The bank shall be subject to the approval of the City Administrator. The City may draw down the security, without notice, for any violation of the terms of this Contract or if the security is allowed to lapse prior to the end of the required term. If the required public improvements are not completed at least thirty (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 to cure the default.

37. REDUCTION OF SECURITY. Upon written request by the Developer and upon receipt of proof satisfactory to the City Engineer that work has been completed and financial obligations to the City have been satisfied, with City Engineer approval the security may be reduced as follows:

A. Up to 50%, or $1,440,414.78 of the security provided in accordance with paragraph 32. above may be released when: (1) Developer's obligations under this Agreement have been completed and the Public Improvements have been found to be complete to the satisfaction of the City including all corrective work for any identified punch list items, but not including the final wear course; and
(2) completion of the Improvements is done to the satisfaction of the City and evidence of such is provided by the City in writing and satisfactory evidence of payment, such as lien waivers are provided.

B. Up to an additional 25%, or $720,207.39 of the security provided in accordance with paragraph 32. above may be released when: (1) Developer's obligations under this Agreement have been completed and the Improvements have been found to be complete to the satisfaction of the City including all corrective work for any identified punch list items and including the final wear course; and (2) Improvements are accepted by the City in writing and satisfactory evidence of payment, such as lien waivers, are provided.

C. Twenty percent (25%) of the amounts certified by the Developer's engineer shall be retained as security until: (1) all improvements have been completed, (2) iron monuments for lot corners have been installed, (3) all financial obligations to the City satisfied, (4) the required "record" plans have been received and approved by the City, (5) a warranty security is provided, and (6) the public improvements are accepted by the City.

38. SUMMARY OF CASH REQUIREMENTS. The following is a summary of the cash

requirements under this Contract which must be furnished to the City at the time of final plat approval:

Sewer Availability Charge (SAC)	$171,000.00
Water Availability Charge (WAC)	$171,000.00
Park Dedication	$107,554.00
Street Light Operating Fee	$499.68
City Base Map Upgrading	$1,425.00
City Engineering Administration Escrow	$50,000.00 (Based on two months of administration/observation)
Total Cash Requirements	**$501,478.68**

39. 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: 36 Moonlight Bay, Stillwater, MN 55082. 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, 3800 Laverne Avenue N. Lake Elmo, Minnesota 55042.

40. EVIDENCE OF TITLE. Developer shall furnish the City with evidence of its fee ownership of the property being platted by way of an attorney's title opinion or title insurance policy dated not earlier than thirty (30) days prior to the execution of the plat.

CITY OF LAKE ELMO

BY: _____
, Mayor

(SEAL)

AND _____
, City Clerk

DEVELOPER:

THE RYLAND GROUP, INC.

BY: _____
Its

STATE OF MINNESOTA)
(ss.
COUNTY OF WASHINGTON)

The foregoing instrument was acknowledged before me this_____day of_____, 2_____, by_____and by_____, the Mayor and City Clerk 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

STATE OF MINNESOTA)
(ss.
COUNTY OF_____)

The foregoing instrument was acknowledged before me this_____day of_____, 2015, by The Ryland Group, Inc., a Maryland corporation, for and on behalf of the corporation.

_____
NOTARY PUBLIC

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

DRAFT

FEE OWNER CONSENT
TO
DEVELOPMENT CONTRACT

_____, fee owners of all or part of the subject property, the development of which is governed by the foregoing Development Contract, 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_____, 2____, by .

NOTARY PUBLIC

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

DRAFT

MORTGAGE CONSENT
TO
DEVELOPMENT CONTRACT

_____, which holds a mortgage on the subject property, the development of which is governed by the foregoing Development Contract, agrees that the Development Contract 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_____, 2_____, by .

NOTARY PUBLIC

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

_____

_____

_____

DRAFT

EXHIBIT "A"
TO
DEVELOPMENT CONTRACT

Legal Description of Property Being Final Platted as Hammes Estates 1st Addition

---

That part of the South Half of the Northeast Quarter of Section 34, Township 29 North, Range 21 West, Washington County, Minnesota, EXCEPT the East 60.00 feet of the North 967 feet of said South Half of the Northeast Quarter thereof. AND EXCEPT Parcel 3 of Washington County Highway Right of Way Plat 49-19B, recorded September 18, 1985 as Document Number 492530.

DRAFT

EXHIBIT "B"
TO
DEVELOPMENT CONTRACT

City Oversizing Payment Calculation

Contract Item	Unit	Cost/ Cost Increase (8" to 12" WM)	Quantity	Amount
Watermain	LF	$12.50	3,104	$38,800.00
Gate Valves	EA	$1,225.00	4	$4,900.00
Plugs	EA	$345.00	2	$690.00
Fittings	Lbs	$5.00	1,131	$5,655.00
Total Oversizing Estimate				**$50,045.00**

DRAFT

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 at its offices in Minnesota.

The draft must:

a) Bear the clause, "Drawn under Letter of Credit No. , dated , 2_____, 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, 2_____.

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 _____

MEMORANDUM

FOCUS ENGINEERING, inc.

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

Date: February 18, 2015

To: Nick Johnson, City Planner
From: Jack Griffin, P.E., City Engineer

Re: Hammes Estates – Watermain Oversize Costs

The City has requested that the standard 8-inch diameter watermain be oversized to a 12-inch trunk watermain within a portion of the Hammes subdivision as depicted on the attached exhibit. The Hammes Estates preliminary plans have included the trunk watermain accordingly. Engineering received the attached watermain oversize cost determination as prepared by Westwood Professional Services, dated February 2, 2015. The costs have been reviewed and appear to be an appropriate estimate for the oversizing requested.

Gmail by Google

Jack Griffin <jack.griffin@focusengineeringinc.com>

Hammes Oversizing

Ryan Bluhm <Ryan.Bluhm@westwoodps.com> Mon, Feb 2, 2015 at 9:41 AM
To: Nick Johnson <NJohnson@lakeelmo.org>
Cc: Jack Griffin <jack.griffin@focusengineeringinc.com>, Brian McGoldrick <brianjmcgoldrick@hotmail.com>, "Sonstegard, Mark" <msonsteg@ryland.com>

Nick and Jack,

The oversizing costs are as follows;

- 12" watermain versus 8" watermain – 3104LF x $12.50/LF = $37,248
- 12" Gate valves versus 8" Gate Valves – 4 ea x $1225 = $4900
- 12" Plugs versus 8" Plugs – 2 ea x $345 = $690
- 3481 Lbs of fittings versus 2350Lbs for 8" pipe = 1131*$5 = $5655

Total Oversizing = $48,493

I hope this helps. See the attached sketch for the location of the 12" watermain.

Thanks

Ryan Bluhm
Senior Project Manager
Ryan.Bluhm@westwoodps.com

Direct (952) 906-7432
Main (952) 937-5150
Cell (952) 873-9300

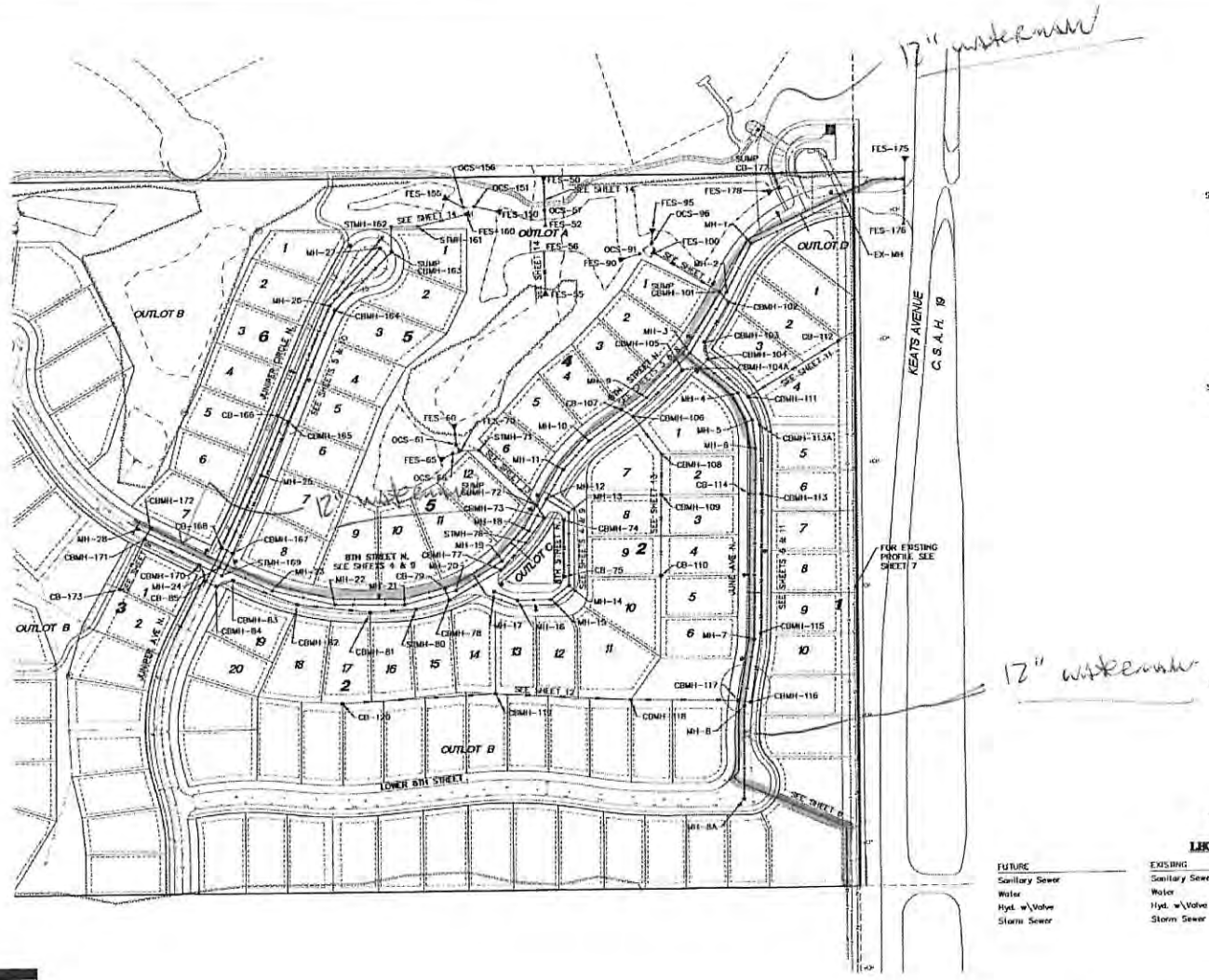
Multi-Disciplined Surveying & Engineering
7699 Anagram Drive | Eden Prairie, MN 55344

westwoodps.com
(888) 937-5150
[Quoted text hidden]
Confidentiality Statement:
This message and any attachments may contain confidential, proprietary or legally privileged information. Any unauthorized dissemination, use, or disclosure of this information, either in whole or in part, is strictly prohibited. The contents of this e-mail are for the intended recipient and are not meant to be relied upon by anyone else. If you have received this message in error, please advise the sender by reply e-mail, and delete this message and any attachments. Thank you.

12-inchwatermain.pdf
313K

©2015 Westwood Professional Services, Inc.

Call 48 Hours before digging
811 or call811.com
Common Ground Alliance



STORM SEWER CASTING SCHEDULE				
	STRUCTURE			CASTING TYPE
	NUMBER	TYPE	DIA.	
	50	FES	12"	
	51	OCS	48"	SEE DETAIL
	52	FES	12"	
	55	FES	24"	
	56	FES	24"	
	60	FES	30"	
	61	OCS	72"	SEE DETAIL
	65	FES	12"	
	66	OCS	48"	SEE DETAIL
	70	FES	21"	
	71	STMH	48"	R-1642 B
SEE DETAIL, SHEET 16	SUMP 72	CBMH	48"	R-3067-V
	73	CBMH	48"	R-3067-V
	74	CBMH	48"	R-3067-V
	75	CB	2'x3'	R-3067-V
	76	STMH	48"	R-1642 B
	77	CBMH	48"	R-3067-V
	78	CBMH	48"	R-3067-V
	79	CB	2'x3'	R-3067-V
	80	STMH	48"	R-1642 B
	81	CBMH	48"	R-3067-V
	82	CBMH	48"	R-3067-V
	83	CBMH	48"	R-3067-V
	84	CBMH	48"	R-3067-V
	85	CB	2'x3'	R-3067-V
	90	FES	36"	
	91	OCS	72"	SEE DETAIL
	95	FES	12"	
	96	OCS	48"	SEE DETAIL
	100	FES	36"	
SEE DETAIL, SHEET 16	SUMP 101	CBMH	60"	R-3067-V
	102	CBMH	84"	R-3067-V
	103	CBMH	60"	R-3067-V
	104	CBMH	60"	R-3067-V
	104A	CBMH	48"	R-3067-V
	105	CBMH	48"	R-3067-V
	106	CBMH	48"	R-3067-V
	107	CB	2'x3'	R-3067-V
	108	STMH	48"	R-1642 B
	109	CBMH	48"	R-4342
	110	CB	27"	R-4342
	111	CBMH	60"	R-3067-V
	112	CB	27"	R-4342
	113	CBMH	60"	R-3067-V
	113A	CBMH	60"	R-3067-V
	114	CB	2'x3'	R-3067-V
	115	CBMH	60"	R-3067-V
	116	CBMH	60"	R-3067-V
	117	CBMH	48"	R-3067-V
	118	CBMH	48"	R-4342
	119	CBMH	48"	R-4342
	120	CB	27"	R-4342
	150	FES	30"	
	151	OCS	72"	SEE DETAIL
	155	FES	12"	
	156	OCS	48"	SEE DETAIL
	160	FES	33"	
	161	STMH	60"	R-1642 B
	162	STMH	72"	R-1642 B
SEE DETAIL, SHEET 16	SUMP 163	CBMH	48"	R-3067-V
	164	CBMH	48"	R-3067-V
	165	CBMH	60"	R-3067-V
	166	CB	2'x3'	R-3067-V
	167	CBMH	48"	R-3067-V
	168	CB	2'x3'	R-3067-V
	169	STMH	60"	R-1642 B
	170	CBMH	48"	R-3067-V
	171	CBMH	48"	R-3067-V
	172	CB	2'x3'	R-3067-V
	173	CB	27"	R-4342
	175	FES	15"	
	176	FES	15"	
SEE DETAIL, SHEET 16	SUMP 177	CB	48"	R-3067-V
	178	FES	12"	

LEGEND

FUTURE	EXISTING	PROPOSED
Sanitary Sewer	Sanitary Sewer	Sanitary Sewer
Water	Water	Water
Hyd. w\Valve	Hyd. w\Valve	Hyd. w\Valve
Storm Sewer	Storm Sewer	Storm Sewer
		Drainile
		15' Ornamental Light Pole

0' 100' 200' 300'

Latest Revision Date: 01/23/15

Date: 08/27/14 Sheet 2 OF 18

Hammes Property

Lake Elmo, Minnesota

Overall

Westwood

Westwood Professional Services, Inc.
7699 Anagram Drive
Eden Prairie, MN 55344

I hereby certify that this plan was prepared by me or under my direct supervision and that I am a duly licensed PROFESSIONAL ENGINEER under the laws of the State of Minnesota.

Ryan M. Hicks
Date 01/23/15 License No. 41257

Revisions
01/23/15 SHEETS ADDED AT RIGHT
09/26/14 CITY COMMENTS
07/15/14 CITY COMMENTS
02/27/14 CITY COMMENTS

Designed CKJ
Checked RMH
Drawn DMB
Board Meeting Inf/date

Prepared for:

Ryland Homes
7599 Anagram Drive
Eden Prairie, Minnesota 55344

HAMMES WEST LLC
36 Moonlight Bay
Stillwater, MN 55082
(651) 439-3636

February 19, 2015

City of Lake Elmo
Attn: Nick Johnson

Per our conversation, I am requesting the number of model lot building permits be expanded from four to five. This will give each builder in our development a model for the Fall parade. Thank you in advance for your assistance.

Sincerely,

Brain McGoldrick
Chief Manager
Hammes West LLC

CITY OF LAKE ELMO
WASHINGTON COUNTY
STATE OF MINNESOTA

RESOLUTION NO. 2014-81

A RESOLUTION APPROVING A FINAL PLAT FOR HAMMES ESTATES

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

WHEREAS, Hammes West, LLC, 36 Moonlight Bay, Stillwater, MN (Applicant) has submitted an application to the City of Lake Elmo (City) for a Final Plat for Hammes Estates, a copy of which is on file in the City of Lake Elmo Community Development Department; and

WHEREAS, the Lake Elmo Planning Commission held a public hearing on May 12, 2014 to consider the Hammes Estates Preliminary Plat and continued discussion on the Preliminary Plat until its June 23, 2014 meeting; and

WHEREAS, the Lake Elmo Planning Commission has submitted its report and recommendation concerning the Preliminary Plat as part of a memorandum to the City Council for the July 1, 2014 City Council Meeting; and

WHEREAS, the Lake Elmo Planning Commission adopted a motion recommending approval of the Preliminary Plat; and

WHEREAS, the City Council reviewed the Preliminary Plat request at its July 1, 2014 meeting and adopted Resolution No. 2014-55 approving the Preliminary Plat; and

WHEREAS, the Lake Elmo Planning Commission met on September 22, 2014 to review the Final Plat for Hammes Estates consisting of 57 single-family residential lots; and

WHEREAS, on September 22, 2014 the Lake Elmo Planning Commission adopted a motion to recommend that the City Council approve the Final Plat for Hammes Estates with conditions; and

WHEREAS, the City Council reviewed the recommendation of the Planning Commission and the Final Plat for Hammes Estates at a meeting held on October 7, 2014; and

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

FINDINGS

1) That the procedure for obtaining approval of said Final Plat is found in the Lake Elmo City Code, Section 153.08.

2) That all the requirements of said City Code Section 153.08 related to the Final Plat have been met by the Applicant.

3) That the proposed Final Plat for Hammes Estates consists of the creation of 57 single-family residential lots.

4) That the Hammes Estates Final Plat is consistent with the Preliminary Plat and Plans as approved by the City of Lake Elmo on July 1, 2014 and revised on August 25, 2014.

5) That the Hammes Estates Final Plat is consistent with the Lake Elmo Comprehensive Plan and the Future Land Use Map for this area.

6) That the Hammes Estates Final Plat complies with the City's Urban Low Density Residential zoning district.

7) That the Hammes Estates Final Plat complies with all other applicable zoning requirements, including the City's landscaping, storm water, sediment and erosion control and other ordinances, except as noted in this report or attachment thereof.

8) That the Hammes Estates Final Plat complies with the City's subdivision ordinance.

9) That the Hammes Estates Final Plat is consistent with the City's engineering standards with the exceptions noted by the City Engineer in his review comments to the City dated September 18, 2014.

CONCLUSIONS AND DECISION

NOW, THEREFORE, BE IT RESOLVED THAT the City Council does hereby approve the Final Plat for Hammes Estates subject to the following conditions:

1) Final grading, drainage, and erosion control plans, utility plans, sanitary and storm water management plans, and street and utility construction plans shall be reviewed and approved by the City Engineer prior to the recording of the Final Plat. All changes and modifications to the plans requested by the City Engineer in a memo dated 9/18/14 shall be incorporated into these documents before they are approved.

2) The developer shall provide evidence in a form satisfactory to the City Attorney that warrants it has fee interest in area included in the Hammes Estates Final Plat.

3) Prior to the execution of the Final Plat by City officials, the Developer shall enter into a Developer's Agreement acceptable to the City Attorney and approved by the City Council that delineates who is responsible for the design, construction, and payment of the required improvements with financial guarantees therefore.

4) All easements as requested by the City Engineer and Public Works Department shall be documented on the Final Plat prior to the release of the Final Plat for recording.

5) A Common Interest Agreement concerning management of the common areas of Hammes Estates and establishing a homeowner's association shall be submitted in final form to the Community Development Director before a building permit may be issued for any structure within this subdivision. Said agreement shall comply with Minnesota Statues 515B.3-103, and specifically the provisions concerning the transfer of control to the future property owners. The applicant shall also enter into a maintenance agreement with the City that clarifies the individuals or entities responsible for any landscaping installed in areas outside of land dedicated as public park and open space on the Final Plat.

6) The applicant shall provide fees in lieu of land dedication for 2.1 acres of land to fulfill the City's parkland dedication requirements in a pro-rated amount for the Phase 1 Area or in an amount addressing the total site.

7) The Final Landscape Plan shall be revised per the requested modifications of the City Landscape Consultant, documented in a memo dated 9/18/14. Final Landscape Plans shall be approved prior to the release of Final Plat for recording.

8) The applicant shall provide evidence that all conditions attached to the Valley Branch Watershed District permit for the Final Plat and associated grading work have been met prior to the commencement of any final grading activity.

9) The applicant must provide written authorization to perform any work in the Electrical Transmission easement areas prior to the release of the Final Plat for recording.

10) The applicant shall provide evidence that Washington County has approved final construction plans for all required work within the Keats Avenue right-of-way as described in a letter from the County dated May 6, 2013. Final Construction Plans provided to the City shall be updated to include the improvements approved by Washington County

11) The applicant shall abide by all conditions of the MN DNR Public Waters Work Permit dated 8/27/14.

12) The applicant must revise the Goose Lake Park Plan to provide greater separation between the public use area and the lift station maintenance area. The applicant will be responsible for all necessary watershed district permitting requirements related to the Goose Lake Park improvements.

13) Per the recommendation of the Fire Chief, the applicant must submit all documentation related to the mitigation of the soil contamination to the Minnesota Pollution Control Agency's Voluntary Brownfield Program for review and approval prior to the issuance of any building permits for the lots affected by the soil contamination.

14) Prior to the acceptance of the public improvements for the 1st Phase of the Hammes Estates subdivision, all wetland buffers shall be delineated and identified via staking or signage that is acceptable to the City.

15) Any boardwalk trail segments included in the Hammes Estates subdivision must be designed to accommodate bicycle traffic.

16) All trees impacted by the northern buffer trail must be inventoried and replaced at the schedule or rate specified in the City's tree preservation ordinance (§154.257).

Passed and duly adopted this 7th day of October 2014 by the City Council of the City of Lake Elmo, Minnesota.

Mike Pearson, Mayor

ATTEST:

Adam Bell, City Clerk

CITY OF LAKE ELMO
WASHINGTON COUNTY
STATE OF MINNESOTA

RESOLUTION NO. 2014-82

A RESOLUTION APPROVING THE DEVELOPER'S AGREEMENT FOR HAMMES ESTATES 1ST ADDITION

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

WHEREAS, The Ryland Group, Inc., 7599 Anagram Drive, Eden Prairie, MN ("Applicant") has previously submitted an application to the City of Lake Elmo ("City") for a Final Plat for Hammes Estates 1st Addition; and

WHEREAS, the Lake Elmo City Council considered and approved the Preliminary Plat request for Hammes Estates at a meeting held on July 1, 2014; and

WHEREAS, The Lake Elmo City Council adopted Resolution No. 2014-82 on October 7, 2014 approving the Final Plat for Hammes Estates 1st Addition; and

WHEREAS, Condition (2) of said Resolution No. 2014-82 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 October 7, 2014 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 Hammes Estates 1st Addition and authorizes the Mayor and City Clerk to execute the document.

Passed and duly adopted this 7th day of October 2014 by the City Council of the City of Lake Elmo, Minnesota.

Mike Pearson, Mayor

ATTEST:

Adam Bell, City Clerk

THE CITY OF LAKE ELMO

MAYOR & COUNCIL COMMUNICATION

DATE: **February 24, 2015**
CONSENT ITEM # **13**

AGENDA ITEM: Lennar Request to Amend Savona Preliminary Plat Approval Condition No. 19

SUBMITTED BY: Kyle Klatt, Community Development Director

THROUGH: Dean Zuleger, City Administrator

REVIEWED BY: Nick Johnson, City Planner
Jack Griffin, City Engineer

SUGGESTED ORDER OF BUSINESS:

- Introduction of Item .....Community Development Director
- Report/Presentation.....Community Development Director
- Questions from Council to Staff ..... Mayor Facilitates
- Call for Motion ..... Mayor & City Council
- Discussion ..... Mayor & City Council
- Action on Motion ..... Mayor Facilitates

POLICY RECCOMENDER: Staff is recommending that the City Council approve a request by Lennar Corporation to amend a condition that was attached to the City's approval of the Savona Preliminary Plat.

FISCAL IMPACT: None. The request would allow the platting of additional lots that would bring in SAC and WAC payments.

SUMMARY AND ACTION REQUESTED: The City Council is being asked to consider a request from Lennar Corporation to amend Condition No. 19 from Resolution No. 2013-064 that limits the number of residential units that can be platted within the Savona residential subdivision until such time that a secondary access is provided to the subdivision (beyond the current access to Keats Avenue that was constructed with the first phase of the project). Lennar is asking that this condition be reworded to limit the overall number of building permits that may be issued within the subdivision instead of platted units for the reasons stated in the attached letter. Given the level of platting that has occurred over the past two years within projects adjacent to Savona, Staff is recommending approval of the request, but is asking that the Council consider two conditions with this approval that will require the developer to continue building 5th

Street as future single-family phases are platted, and to require that all necessary utility improvements are in place to serve the first two subdivision phases.

Staff is recommending that the City Council approve the request to amend the Resolution approving the Preliminary Plat for Savona by adopting the following motion:

"Move to adopt Resolution No. 2015-010, amending Resolution No. 2013-064 approving a preliminary plat for Savona."

STRENGTHS, WEAKNESSES, OPPORTUNITIES, THREATS:

Strengths: Approval of the request will allow additional platting of lots and allow the developer to respond to favorable market conditions.

Platting around Savona has occurred that will allow for the secondary access to be provided on a faster time schedule than was anticipated when the preliminary plat was approved.

The developer would still be limited to an overall number of units pending the completion of secondary access.

Weaknesses: Staff has generally been recommending that a secondary access be provided into developments that exceed 100-150 units.

Opportunities: Amending the secondary access condition will allow Lennar to plat additional townhouses in an area that is adjacent to the improved portion of 5th Street.

Threats: There is no specific time frame for the completion of any secondary access, although the next phases of either Boulder Ponds or Hammes West will likely provide this connection.

RECOMMENDATION: Based on the aforementioned, Staff is recommending that the City Council approve the request to amend Condition No. 19 from Resolution No. 2013-064 that limits the number of residential units that can be platted within the Savona residential subdivision until such time that a secondary access is provided to the subdivision through the following motion:

"Move to adopt Resolution No. 2015-10, amending Resolution No. 2013-064 approving a preliminary plat for Savona."

ATTACHMENTS:

1. Resolution No. 2015-10
2. Letter of Request from Lennar Corporation

CITY OF LAKE ELMO
WASHINGTON COUNTY, MINNESOTA

RESOLUTION NO. 2015-10

A RESOLUTION AMENDING RESOLUTION NO. 2013-064 APPROVING A PRELIMINARY PLAT FOR SAVONA

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

WHEREAS, U.S. Home Corporation (d/b/a Lennar), 16305 36th Avenue North, Suite 600, Plymouth, MN (Applicant) has submitted a request to the City of Lake Elmo (City) to amend one of the conditions attached to Resolution No. 2013-064 approving a Preliminary Plat for Savona, a copy of which is on file in the City of Lake Elmo Community Development Department; and

WHEREAS, the Lake Elmo Planning Commission held a public hearing on July 22, 2013 to consider the Savona Preliminary Plat and continued discussion on the Preliminary Plat until its July 29, 2013 meeting; and

WHEREAS, the Lake Elmo Planning Commission adopted a motion recommending approval of the Preliminary Plat; and

WHEREAS, the City Council reviewed the Preliminary Plat request at its August 6, 2013 meeting and adopted Resolution No. 2013-064 approving the Preliminary Plat; and

WHEREAS, said Resolution No. 2013-064 included Condition 19 as follows: No more than half of the residential units depicted on the preliminary plat (155) may be approved as part of a final plat until a second access is provided to the subdivision, either via a connection to Hudson Boulevard to the south, Inwood Avenue (CSAH 13) to the west, or back to Keats Avenue (CSAH 19) through the property to the north of Savona.

WHEREAS, the City Council approved a Final Plat for Savona on February 18, 2014 and for Savona 2nd Addition on September 16, 2014, which will allow for the construction of 111 single-family and multi-family units; and

WHEREAS, the Applicant has submitted a request to revise said condition to allow for the platting of lots in excess of the 155 units prior to the provision of a secondary access into the development.

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

FINDINGS

1) That platting activity in the area around Savona has occurred that will provide for a secondary access for Savona when 5th Street is constructed to the western property line as part of future development phases.

2) That platting activity to the north will bring another secondary connection point to within 300 feet of the Savona boundary.

3) That the Applicant has consented to not allowing building permits beyond 155 total units until such time that a secondary access into the development is provided.

CONCLUSIONS AND DECISION

NOW, THEREFORE, BE IT RESOLVED THAT the City Council does hereby amend Condition 19 of Resolution No. 2014-064 to read as follows:

19) A building permit may not be granted for more than half of the residential units depicted on the preliminary plat (155) until a second access is provided to the subdivision, either via a connection to Hudson Boulevard to the south, Inwood Avenue (CSAH 13) to the west, or back to Keats Avenue (CSAH 19) through the property north of Savona.

NOW, THEREFORE, BE IT FURTHER RESOLVED THAT the approval of this amendment will subsequently amend Section 28 (L) of the development contracts for Savona and Savona 2nd Addition that reference Condition 19 of Resolution No. 2013-064

NOW, THEREFORE, BE IT FURTHER RESOLVED THAT the approval of this amendment is conditioned upon the following:

a) That the Applicant continue to plat and construct 5th Street as part of future project phases, and that this construction will, at a minimum, extend as far west as the westernmost lot to be platted in future phases.

b) That all required utility improvements are completed to provide the level of service required by the City Engineer within Savon and Savona 2nd Addition, including, but not limited to, the extension of a water service line to Hudson Boulevard North.

Passed and duly adopted this 24th day of February 2015 by the City Council of the City of Lake Elmo, Minnesota.

_____
Mike Pearson, Mayor

ATTEST:

_____
Adam Bell, City Clerk

LENNAR®

Mr. Kyle Klatt
Community Development Director
City of Lake Elmo

RE: Savona Preliminary Plat Condition of Approval #19

Hello Kyle,

Per our recent discussions, one of the preliminary plat conditions (Condition #19) stipulates that "No more than half of the residential units depicted on the preliminary plat (155) may be approved as part of a final plat until a second access is provided to the subdivision, either via a connection to Hudson Boulevard to the south, Inwood Avenue (CSAH 13) to the west, or back to Keats Avenue (CASAH 19) through the property to the north of Savona."

We respectfully request that this condition be amended to govern building permits, rather than platted lots. We understand the intent of this condition, and the fact that it was written when Lennar was the only builder in the area at that time. Given the properties to the north and west are likely to be underway soon and secondary access is anticipated from both locations, modifying the condition to account for the number of building permits will result in still regulating overall unit count, which is what generates traffic to/from an area. We propose the condition be revised in the following manner:

"A building permit may not be granted for more than half of the residential units depicted on the preliminary plat (155) until a second access is provided to the subdivision, either via a connection to Hudson Boulevard to the south, Inwood Avenue (CSAH 13) to the west, or back to Keats Avenue (CSAH 19) through the property north of Savona."

This will allow Lennar to continue platting and building homes (up to 50%) in Savona while these neighboring parcels begin developing.

Please contact me with questions.

Thank you,

Paul J. Tabone

Paul J. Tabone
Land Entitlement Mgr
Lennar Minnesota

THE CITY OF LAKE ELMO

MAYOR & COUNCIL COMMUNICATION

DATE: **February 24, 2015**
REGULAR
ITEM # **14**

AGENDA ITEM: 39th Street North: Street and Sanitary Sewer Improvements - Change Order No. 3

SUBMITTED BY: Chad Isakson, Project Engineer

THROUGH: Dean A. Zuleger, City Administrator

REVIEWED BY: Jack Griffin, City Engineer
Cathy Bendel, Finance Director

SUGGESTED ORDER OF BUSINESS:

- Introduction/Staff Presentation ..... City Engineer
- 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

POLICY RECOMMENDER: Engineering.

FISCAL IMPACT: $19,435.00.

This change order increases the contract amount for the project by $19,435.00 bringing the revised construction contract to $1,921,082.80. With this change order the project remains within the authorized project budget and contingencies.

SUMMARY AND ACTION REQUESTED:

The City Council is respectfully requested to consider approving Change Order No. 3 for the 39th Street North: Street and Sanitary Sewer Improvements, thereby increasing the contract amount by $19,435.00. The recommended motion for the action is as follows:

"Move to approve Change Order No. 3 for the 39th Street North: Street and Sanitary Sewer Improvements thereby increasing the contract amount by $19,435.00."

LEGISLATIVE HISTORY/BACKGROUND INFORMATION:

This change order is being processed due to unforeseen subsurface conditions found by the Contractor in the trenchless installation of a 30-inch casing pipe within the Union Pacific Railroad Right-of-Way. An obstruction was encountered during the installation and the casing pipe could not be further advanced, in the opinion of the Contractor, utilizing the construction methods employed by the Contractor.

The Contractor has therefore made a claim that differing or unusual subsurface conditions warrant a change in contract price in accordance with Section 4.03. The Contractor mobilized equipment and employed a ramming method to hammer the pipe in an attempt to advance the pipe past the obstruction located at approximately Station 0+40 at the direction of the City. The cost for utilizing this method was a lump sum amount of $19,435.00. This was an option reviewed by all parties involved and determined to provide the best opportunity to get through the obstruction at the lowest cost incurred by the City.

Unfortunately the attempt of ramming the existing 30-inch pipe in place did not work. Boulder and cobble obstructions in the soil caused the casing pipe to remain stuck in place. Options are currently being presented by the Contractor for City review to determine the most cost effective way to proceed with completing the crossing. Future costs are unknown at the moment, however it is expected that a larger casing pipe will need to be installed at a higher cost and it is expected that the higher cost will exceed the project's contingency budget. Staff's recommendation on how to proceed will be presented to the Council for consideration at either the February 24, 2015 meeting or the March 3, 2015 meeting.

RECOMMENDATION:

Staff is recommending that the City Council consider approving Change Order No. 3 for the 39th Street North: Street and Sanitary Sewer Improvements, thereby increasing the contract amount by $19,435.00. The recommended motion for the action is as follows:

"Move to approve Change Order No. 3 for the 39th Street North: Street and Sanitary Sewer Improvements thereby increasing the contract amount by $19,435.00."

ATTACHMENT(S):

1. Change Order No. 3

CONTRACT CHANGE ORDER FORM

CITY OF LAKE ELMO, MINNESOTA
39TH ST N: STREET AND SANITARY SEWER IMP
PROJECT NO. 2014.131

FOCUS ENGINEERING, inc.

CHANGE ORDER NO. 3 **DATE:** February 6, 2015

TO: GEISLINGER & SONS, INC, 511 CENTRAL AVE S, PO BOX 437, WATKINS, MINNESOTA 55389

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 due to unforeseen subsurface conditions found by the Contractor in the trenchless installation of a 30-inch casing pipe within the Union Pacific Railroad Right-of-Way. An obstruction was encountered during the installation, and the casing pipe could not be further advanced, in the opinion of the Contractor, utilizing the construction methods employed by the Contractor. The Contractor has therefore made a claim that differing or unusual subsurface conditions warrant a change in contract price in accordance with Section 4.03. Contractor is requesting additional compensation in the lump sum amount of $19,435.00 to employ a ramming method to hammer the pipe in an attempt to advance the pipe past the obstruction located at approximately Station 0+40. This change order together with the contract unit price provides compensation in full for the railroad right-of-way pipe crossing as detailed in the plans and specifications for the project.

Attachments (list documents supporting change): None

ITEM	DESCRIPTION OF PAY ITEM	UNIT	QTY	UNIT PRICE	INCREASE/(DECREASE)
CO3-1	30-INCH CASING PIPE - PIPE HAMMER	LS	1	$19,435.00	$19,435.00
				NET CONTRACT CHANGE	**$19,435.00**

Amount of Original Contract	$	1,760,458.80
Sum of Additions/Deductions approved to date (CO Nos. 1, 2)	$	141,189.00
Contract Amount to date	$	1,901,647.80
Amount of this Change Order (ADD) (~~DEDUCT~~) (~~NO CHANGE~~)	$	19,435.00
Revised Contract Amount	$	1,921,082.80

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

APPROVED BY ENGINEER: FOCUS Engineering, inc.

ENGINEER

2/6/2015

DATE

APPROVED BY CONTRACTOR

BY

2/6/2015

DATE

APPROVED BY OWNER: CITY OF LAKE ELMO, MINNESOTA

BY

DATE

BY

DATE

THE CITY OF LAKE ELMO

MAYOR & COUNCIL COMMUNICATION

DATE: **February 24, 2015**
REGULAR
ITEM #: **15**

AGENDA ITEM: Amend City Facility Use Policy
SUBMITTED BY: Mayor
THROUGH: City Council
REVIEWED BY: City Administrator / City Clerk

SUGGESTED ORDER OF BUSINESS:

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

POLICY RECCOMENDER: Mayor Mike Pearson

FISCAL IMPACT: **Negligible...cost of DVDs**

SUMMARY AND ACTION REQUESTED: The City Council is asked to consider amending the City facility use policy to include a requirement that all statutorily created public bodies using the City of Lake Elmo facilities video record their proceedings in the interest of public transparency. The recommended motion is as follows:

"Move to amend the City of Lake Elmo Public Facility Use Policy to include a provision that all statutory created public bodies and taxing authorities using the City's meeting facilities video record their proceedings in the interest of public transparency."

BACKGROUND INFORMATION:
In 2013, the City Council adopted the practice of recording all public meetings including but not limited to City Council, Commissions, Committees and work groups that officially act on behalf of the residents of Lake Elmo via authority granted by state statutes. In 2014, the City acquired, via its cable franchise agreement, state of the art portable video equipment that extends the City's recording capabilities to parks, other municipal facilities, and the library.

This policy would formalize and extend the video recording requirement for all *non-city* statutory public bodies and taxing authorities using City of Lake Elmo meeting facilities for the purpose of public transparency, Council education, and public information via broadcast on the

City's public access channel.

UPDATE: The City Council discussed this item on 2/3/2015. The item was tabled so that Councilman Bloyer could participate in the discussion. The discussion also expanded to include a broader discussion about recording city meetings in general. The scope of this item only covers the recording of outside/non-city groups using city facilities.

RECOMMENDATION: Based on the aforementioned, the Mayor recommends the following motion:

"Move to amend the City of Lake Elmo Public Facility Use Policy to include a provision that all statutory created public bodies and taxing authorities using the City's meeting facilities video record their proceedings in the interest of public transparency."

ATTACHMENT:

City Facility Use Policy including proposed amendment language

CITY OF LAKE ELMO CITY FACILITIES USE POLICY

1. Introduction
   City Facilities are operated by the City of Lake Elmo under the policy and guidelines established by the Lake Elmo City Council.

2. Purpose
   The purpose of this policy is to provide guidelines for the use of city facilities by non-city entities.

3. Priorities for Use
   Meetings related to the administration and operation of city government, including but not limited to city council, commission and advisory board meetings, have first priority for use of the facilities so that city business may be conducted. The City reserves the right to preempt a non-city related use, when necessary, to conduct essential city business. The City reserves the right to cancel any and all reservations without providing any other accommodations in the event the City facilities are needed for municipal government purposes.

4. Reservation Procedures
   City facilities are available for reservations on the following days and times:
   Mondays through Fridays, 5:00PM to 9:00PM
   City facilities are closed to rentals on Saturdays, Sundays and legal holidays

5. Building Access
   A front door key will be signed out by the user at City Hall prior to city facility use and returned immediately thereafter in person or at the drop box at City Hall. Once inside the building, access will be limited to the reserved space, including public restrooms.

6. Law/Ordinance
   The user must comply with the laws of the State of Minnesota and City ordinances. The City has the right to terminate the use of the city facilities during any event or meeting if the user violates any state laws or city ordinances.

7. Prohibited Uses
   The following types of activities may not be held in any city facilities: commercial, for profit events such as sales solicitations or seminars for the purpose of selling products or services; religious services, prayer meetings or religious ceremonies; social events or private parties, including wedding ceremonies, birthday parties, family reunions and receptions; political party meetings or fund raisers.

8. Smoking
   Smoking at any city facility is prohibited at all times.

9. Alcohol
   Alcohol at any city facility is prohibited at all times.

10. Damage
    Any damage to the facilities or equipment must be reported to the city clerk's office as soon as possible. The user will be responsible for the costs of any damages incurred or extra cleaning required. Users take full responsibility for their group's conduct and for any loss, breakage or damage to the rooms, equipment, or other city facility property. The

City of Lake Elmo reserves the right to assign supervisory staff or maintenance personnel, at an additional cost to the users, if deemed necessary by the particular function or activity.

11. Liability
The City of Lake Elmo is not liable for any loss, damage, injury or illness by the users of the facilities. Neither the City of Lake Elmo nor its employees can be held responsible for any items that are left at the facility by the user.

12. Clean-Up
If a room has been rearranged by the user, it must be returned to its original condition. All trash and recycling must be picked up and put into receptacles. It is the responsibility of the user to leave the room in the condition in which it was provided.

13. Alterations
No decorations, banners or signs can be taped, pinned or affixed to the walls, ceilings or windows.

14. Kitchen
The service kitchen is not designed for preparing food and may not be used for serving food that has been prepared offsite. User groups are responsible for providing their own utensils, serving ware, coffee and condiments. The use of this facility must be strictly adhered to for safety considerations.

15. Candles
Candles are prohibited in all city facilities.

16. Gambling/Games of Chance
Gambling is prohibited in all city facilities.

17. Telephone Usage
The telephone in the room may be used for local calls.

18. Restricting Use
Staff shall have the authority, subject to the appeal of the City Council, to prohibit or limit use of city facilities by a particular user/group based upon knowledge that the user/group has caused damage to other public facilities or when disruption, damage, theft or other unfavorable history is recorded from previous use of any city facilities.

19. No Discrimination
The City of Lake Elmo is an equal opportunity employer and provider. The City does not discriminate or endorse based on race, religion, sex, age, national origin, or any other protected class under state or federal law.

20. Recording of activities
In the interest of public transparency, all statutory created public bodies and taxing authorities using the City's meeting facilities are required to video record their proceedings.

THE CITY OF LAKE ELMO

MAYOR & COUNCIL COMMUNICATION

DATE: **February 24, 2015**
REGULAR
ITEM #: **16**

AGENDA ITEM: Recording City Meetings
SUBMITTED BY: Councilmember Bloyer
THROUGH: City Council
REVIEWED BY: City Administrator / City Clerk

SUGGESTED ORDER OF BUSINESS:

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

POLICY RECCOMENDER: Council Member Bloyer

FISCAL IMPACT: **Negligible...cost of DVDs if reproduced for viewing**

SUMMARY AND ACTION REQUESTED: The City Council is asked to consider formally adopting a policy that all decision-making public bodies that are subject to the MN Open Meeting Law electronically record their proceedings in the interest of public transparency by taking the following action:

"Move to adopt a policy of all City of Lake Elmo public bodies subject to the Open Meeting Law be required to electronically record their proceedings in the interest of public transparency."

BACKGROUND INFORMATION:
Since 2013, the City has strived to implement the practice of electronically recording, via audio or video, all public meetings, including but not limited to the City Council, the Planning and Park Commissions, the Economic Development Authority, and the Human Resources, Finance, and Public Safety Committees. As these bodies are subject to the state Open Meeting Law (OML) and there is a public interest in the actions taken during the meetings, it is common for bodies such as these to record the proceedings; however, it is not statutorily required to do so.

This policy would formalize the previously implemented practice of recording public meetings by all Lake Elmo decision-making authorities subject to the MN OML for the purpose of public

transparency and engagement, Council education, and promoting public information.

According to the League of Women Voters:

> The legal framework [that public sector entities operate] is one where unlike private entities, government entities are statutorily required to conduct their business through open, transparent processes to ensure that they are accountable to the citizenry. This modern practice of open government is viewed as both a key feature and a necessary condition of a contemporary democratic state. It is based upon the conviction that the people can only effectively exercise their constitutional role as overseers of government action where their unfettered rights of access to information about government operations are secure.
>
> Public transparency laws thus have been enacted throughout the United States at both the federal and state level for the purpose of maintaining free and open access to the government's proceedings, deliberations, decision-making and records. Such laws include sunshine or open meeting laws, which seek to ensure that the public may observe the meetings and deliberations of government bodies, and freedom of information or public record acts, which seek to ensure public access to the documents and records of government.

In Minnesota, the OML allows the public to make an audio or videotape of an open meeting if doing so does not have a significantly adverse impact on the order of the meeting. The city council may not prohibit dissemination or broadcast of the tape. If a government entity makes a recording, the recording is a government record that must be kept in compliance with the city's record-retention policy. It must also be made available to the public if it contains public data.

As mentioned above, there is no legal requirement to record the proceedings of open meetings. All closed meetings however, except meetings closed under the attorney-client privilege, must be electronically recorded at the city's expense. Unless otherwise provided by law, the recordings must be preserved for at least three years after the date of the meeting.

RECOMMENDATION: Based on the aforementioned, the Council is asked to formally adopt the policy of recording all public meetings by taking the following action:

"Move to adopt a policy of all City of Lake Elmo public bodies subject to the Open Meeting Law be required to electronically record their proceedings in the interest of public transparency."

THE CITY OF LAKE ELMO

MAYOR & COUNCIL COMMUNICATION

DATE: **February 24, 2015**
REGULAR
ITEM # **17**

AGENDA ITEM: Ramsey/Washington SCC - Comcast Transfer; **Resolution No. 2015-11**

SUBMITTED BY: Adam Bell, City Clerk

THROUGH: Dean Zuleger, City Administrator

REVIEWED BY: Ramsey/Washington Suburban Cable Commission
Executive Director Tim Finnerty
Lake Elmo Cable Commission Representative Ginny Holder

SUGGESTED ORDER OF BUSINESS:

- Introduction of Item ..... City Clerk
- Report/Presentation..... Tim Finnerty
- Questions from Council to Staff ..... Mayor Facilitates
- Call for Motion ..... Mayor & City Council
- Discussion ..... Mayor & City Council
- Action on Motion ..... Mayor Facilitates

POLICY RECOMMENDER: Ramsey/Washington Suburban Cable Commission

FISCAL IMPACT: Any potential fiscal impact is unknown at this time.

SUMMARY AND ACTION REQUESTED:

The City Council is respectfully requested to approve Resolution No. 2015-011, A Resolution Conditionally Granting The Consent To The Transfer Of Control Of The Cable Television Franchisee And Cable Television System From Comcast Corporation To Greatland Connections, Inc. by taking the following action:

"Move to approve Resolution No. 2015-11 conditionally approving the Comcast transfer."

LEGISLATIVE HISTORY:

As part of the Time Warner/Comcast merger, Comcast plans to spin off the cable systems in the Twin Cities area to a new company, Midwest Cable, operating as GreatLand Communications, and apparently most of the day-to-day operations of the company will actually be handled by Charter Communications. The companies have requested approval of this from the Cable Commission and its member municipalities.

For more detail and information on the proposed transfer R/WSCC Executive Director Tim Finnerty will be available for questions at the meeting. Please also refer to the attached R/WSCC transfer memo.

BACKGROUND INFORMATION (SWOT):

Strengths The R/WSCC has taken great care in drafting conditions for approval that protect Lake Elmo residents and customers, including extension of Comcast service to the Sanctuary neighborhood.

Weaknesses Neither Comcast or Midwest/GreatLand have provided information requested by the communities that would allow for a full review of the transaction. The information that is available – largely, information that was contained in SEC filings – suggests that Midwest/GreatLand's ability to provide adequate service, meet local needs, and correct past performance issues is questionable. Essentially, the consultants suggest that in the initial years, the company will have negative cash flow, and few options for obtaining the credit required to invest in communities in the Twin Cities area. The merger may create bankruptcy risks.

Much of the day-to-day operation of the cable system will be handled by Charter Communications. Charter has a very bad customer service reputation. According to J.D. Power, in the North Central Region, Charter ranks below Comcast in customer service ratings http://www.jdpower.com/press-releases/2014-us-residential-television-internet-telephone-service-provider-satisfaction (in other parts of the country, Charter ranks just above Comcast). It is not clear that Midwest/GreatLand will have any real ability to ensure that customer service is adequate.

Opportunities This situation provides an opportunity to consider the current franchise agreement and Lake Elmo's status in R/WSCC.

Threats There may be significant transitional service issues that affect consumers, and the companies have yet to provide any meaningful information that addresses the transitional issues adequately. The transfer may require significant increases in rates, or reductions in customer service or capital investment. Comcast and Midwest/GreatLand could sue communities that deny the transfer if they believe that the transfer was unreasonably denied.

RECOMMENDATION: Based on the aforementioned, the staff recommends the following motion:

"Move to approve Resolution No. 2015-11 conditionally approving the Comcast transfer."

ATTACHMENTS:

1. R/WSCC Comcast Transfer Memo
2. Transfer Agreement
3. Guarantees
4. Resolution No. 2015-11, A Resolution Conditionally Granting The Consent To The Transfer Of Control Of The Cable Television Franchisee And Cable Television System From Comcast Corporation To Greatland Connections, Inc.

COMCAST - MIDWEST/GREATLAND TRANSFER

I. OVERVIEW - TIMING

As part of the Time Warner/Comcast merger, Comcast plans to spin off the cable systems in the Twin Cities area to a new company, Midwest Cable, operating as GreatLand Communications, and apparently most of the day-to-day operations of the company will actually be handled by Charter Communications. The companies have requested approval of this from the Cable Commission and its member municipalities.

Absent a further extension, in order to protect their rights to review the proposed spin-off of the cable system from Comcast to Midwest/GreatLand, the member municipalities of the Commission must act to grant, deny or condition the transfer on or before the end of February 2015. To meet that deadline, the Commission adopted recommendations with respect to the transfer at its February 12 meeting, and those recommendations have been forwarded to member municipalities for final action.

Consultants retained by the Commission (Front Range Consulting and Ashpaugh & Sculco) conducted an analysis and created recommendations for consideration and prepared resolutions that can be adopted by the communities either granting or denying the transfer, or granting subject to conditions. The Cable Commission has sent to each of its member municipalities its recommendations as to what action should be taken on the transfer.

II. HOW YOU SHOULD PREPARE

First, this matter needs to be scheduled on your City Council agenda at a meeting in the required timeframe.

Second, each community may receive visits from GreatLand and Comcast arguing:

- They've already received most of the necessary approvals
- Comcast has been a good corporate citizen, and GreatLand is ready to be a good corporate citizen
- This should all be decided in Washington, D.C.
- If your community stands in the way of the transaction, there will be hell to pay (stated in a little nicer way).

Third, in anticipation of possible visits from GreatLand and/or Comcast, here are key points to know:

- Each of the localities has the right to review the transaction. It is not just a Washington issue.
- In fact, under federal law, local review is a critical part of the merger approval process. A locality is supposed to address non-compliance issues as part of any transfer. There are known non-compliance issues in the areas of customer service; safety code compliance; and rates and charges. There is a temporary resolution of issues regarding compliance with existing franchise requirements for high definition channels, but that temporary resolution will expire soon. Failure to address these issues may result in a loss of rights in the ongoing renewal proceeding.
- In addition, the communities are all in the midst of the cable renewal process. We know that there are significant issues regarding system build-out (to service some areas of the community) as well as continued adequate support for PEG and the INET. If Midwest/GreatLand does not have adequate resources to address these issues, or if you don't have agreements in place that address these issues, the communities may find themselves losing significant dollar support for PEG and for the INET.
- The initial analysis performed by consultants retained by the communities is expected to show that there are substantial questions about the viability of Comcast/GreatLand.
- Other communities have denied, or moved to deny all or a portion of the Comcast/Time Warner merger, and press reports indicate that the company has responded by resolving disputes with those communities, and addressing concerns similar to those identified above.

Fourth, constituents or policy makers may want to know what happens if a community denies a transfer.

If a community denies, then Comcast should retain control of the system until and unless the community and Comcast agree on terms for approval. That does not mean the transaction as a whole is stopped. Comcast can close the deal with Midwest/GreatLand in communities that approve the deal, and would likely do so in other areas of the country.

If Comcast does transfer, Midwest/GreatLand and Comcast may be subject to significant liquidated damages.

Comcast and Midwest/GreatLand could sue communities that deny the transfer if they believe that the transfer was unreasonably denied. But they are more likely to attempt to resolve disputes with the communities as an initial matter. It is quite possible that there will be substantial grounds for denial.

And fifth, folks might want to know what other communities in the Twin Cities region are doing.

Some communities will approve the transaction as part of a settlement of franchise issues. The North Suburban communities are an example, where the existing franchise is being extended. But others are in the same position as you, and we expect decisions to be made early next year.

III. DETAIL – CONCERNS ABOUT THE TRANSACTION

The consultants reported the following:

- Neither Comcast or Midwest/GreatLand have provided information requested by the communities that would allow for a full review of the transaction.
- The information that is available – largely, information that was contained in SEC filings – suggests that Midwest/GreatLand's ability to provide adequate service, meet local needs, and correct past performance issues is questionable. Essentially, the consultants suggest that in the initial years, the company will have negative cash flow, and few options for obtaining the credit required to invest in communities in the Twin Cities area. The merger may create bankruptcy risks.
- Much of the day-to-day operation of the cable system will be handled by Charter Communications. Charter has a very bad customer service reputation. According to J.D. Power, in the North Central Region, Charter ranks below Comcast in customer service ratings http://www.jdpower.com/press-releases/2014-us-residential-television-internet-telephone-service-provider-satisfaction (in other parts of the country, Charter ranks just above Comcast). It is not clear that Midwest/GreatLand will have any real ability to ensure that customer service is adequate
- There may be significant transitional service issues that affect consumers, and the companies have yet to provide any meaningful information that addresses the transitional issues adequately.
- The transfer may require significant increases in rates, or reductions in customer service or capital investment.

This suggests that there may be the following grounds for denying the transfer, with leave to the companies to seek approval at a later date if the concerns are addressed:

- The failure to cooperate in the transfer review
- The failure to show that Midwest/GreatLand are in a position to perform now or meet future needs
- The failure to address and resolve past performance issues

The potential negative effect of the transaction on competition in the provision of cable services (as the region becomes more concentrated, and with Charter's interest in the system, the transaction makes it less likely that competition will develop). CenturyLink has raised concerns about these effects at the FCC, and those concerns may also be considered locally.

TRANSFER AGREEMENT BETWEEN AND AMONG THE MEMBERS OF THE RAMSEY WASHINGTON SUBURBAN CABLE COMMISSION, COMCAST OF MINNESOTA, INC. AND MIDWEST CABLE, INC.

WHEREAS, Comcast of Minnesota, Inc., ("Franchisee") operates a cable television system (the "System") in communities which are members of the Ramsey/Washington Suburban Cable Commission (RWSCC) pursuant to a franchise to which the City of Birchwood Village, the City of Dellwood, the City of Grant, the City of Lake Elmo, the City of Mahtomedi, the City of Maplewood, the City of North St. Paul, the City of Oakdale, the City of Vadnais Heights, the City of White Bear Lake, White Bear Township and the City of Willernie, Minnesota, are parties (each community is a "Franchisor"); a March 9, 1995 Memorandum of Understanding; and the April 10, 2014 Settlement Agreement (the "Franchise Documents"); and

WHEREAS, the existing franchise agreement dated November 29, 1999, expired on November 28, 2014; and

WHEREAS, the Franchise requires the Franchisor's prior consent to a sale or transfer of stock so as to create a new controlling interest under Minnesota Statutes 238.083; and

WHEREAS, Comcast of Minnesota, Inc., is an indirect, wholly-owned subsidiary of Comcast Corporation ("Comcast"); and

WHEREAS, Comcast, as the ultimate parent corporation of Franchisee, has agreed to divest and transfer the Franchisee, following its conversion to a limited liability company, and Cable System to Midwest Cable, Inc., in a process described in the Transfer Application (the "Proposed Transaction"); and

WHEREAS, immediately following the closing of the Proposed Transaction, Midwest Cable, Inc., will be renamed GreatLand Connections, Inc., and, for the purposes of this Resolution, the transfer applicant will be referred to as "GreatLand" throughout; and

WHEREAS, Comcast filed a Federal Communications Commission Form 394 with the RWSCC on June 18, 2014, together with certain attached materials, which documents more fully describe the Proposed Transaction and which documents, with their attachments, contain certain promises, conditions, representations and warranties (the "Transfer Application"); and

WHEREAS, under the Proposed Transaction, the ultimate ownership and control of the Franchisee and the System will change, and it requires the prior written approval of the Franchisor; and

WHEREAS, Comcast, through its subsidiaries, provided written responses to some of the data requests issued by the Franchisor or by the RWSCC, including directing the representatives of the Franchisor to publicly filed and available information, and information posted to Comcast Corporation and other websites (the "Data Request Responses"); and

WHEREAS, the Franchisee has agreed it will continue to be responsible for all acts and omissions, known and unknown, under the Franchise Documents and applicable law for all purposes, including (but not limited to) franchise renewal, and Franchisee agrees that it will continue to be so responsible.

WHEREAS, the parties have reached agreement on other terms and conditions under which the Application may be approved, subject to and in reliance upon the representations made by and on behalf of Comcast of Minnesota, Inc, Comcast, and GreatLand to the Franchisor, RWSCC and their representatives.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

Section 1. This Agreement shall only be effective as to those communities which grant the Transfer Application in a form substantially similar to the attached to this Agreement. This Agreement shall be dated February 15, 2015 for purposes of identification.

Section 2. The parties agree:

a) The Franchise is extended through and including July 1, 2018.

b) Paragraph 10 of the "Settlement Agreement Regarding PEG Capacity" is amended so that the reference to January 1, 2016 is changed to July 1, 2018.

c) Paragraph 2 of the "Settlement Agreement Regarding PEG Capacity" is amended to read as follows: "Comcast will make available a second HD PEG channel conditioned upon the Commission affirming in writing that it has ready and available a minimum of 100 hours of locally produced HD content that has not been carried on the existing HD channel. On or after January 1, 2017, the Commission may request the launch of a third HD PEG channel in exchange for the discontinuance of one (1) standard definition PEG channels of the Commission's choosing. The Commission shall affirm in writing that it has ready and available sufficient locally produced HD PEG programming not already carried on the other two HD PEG channels so as to be able to program at least 6 hours per day with non-character generated HD PEG programming.

d) Franchisee will correct any safety code issues identified to it by the Commission as of January 31, 2015 and identify the results of its work to the Commission. Comcast will complete this review and the corrective actions by March 31, 2015.

e) Franchisee has been in discussions with Lake Elmo and will promptly reach agreement on the timing and details of a Comcast line extension of its system without charge to the customers or Franchisor, without regard to whether density requirements in the Franchise are satisfied, as to The Sanctuary Development in Lake Elmo. Further, Comcast will promptly commence discussions with Grant regarding the timing of line extensions along the following routes which extension shall also be made without charge to customers or Franchisor, without regard to whether density requirements in the Franchise are satisfied: 105th Street between Jamaica Av N and Inwood Av N; and Inwood Av N between 105th St and 110th Street. Absent a finding of unusual costs, construction shall commence in a reasonable time period. Franchisee may continue to charge for drop costs for drops

whose length from the nearest right of way to the customer premises exceed standard installations, as provided in the Franchise.

f) Franchisee will pay Commission $15,000 in connection with issues surrounding the transfer application. This amount is not and may not be treated as a franchise fee.

g) Franchisee shall pay the Commission $47,610.16 in past-due franchise fees and penalties arising out of a review it conducted of its allocation of revenues from its HD Service Bundles and the omission of the HD Technology Fee from the revenue allocations in certain of those packages from 2012 through 2014. This payment will be made within 30 days of the approval of effective date of this agreement.

h) GreatLand warrants that nothing about the Transition Services Agreement with Comcast or the Charter Services Agreement, including the 4.25% fee thereunder, or the relationships created by those agreements, shall be used to reduce the franchise fees otherwise due under the Franchise Documents for cable services provided in any RWSCC community, such that franchise fees cannot be evaded by virtue of those agreements. Within 30 days after closing the Proposed Transaction, GreatLand shall provide a copy of the Charter Services Agreement and Comcast Transition Agreement, subject to reasonable confidentiality protections as necessary.

i) GreatLand and Franchisee warrant that for so long as (1) Franchisee is under the ultimate control of GreatLand and (2) the current franchise agreement remains in effect, Franchisee will continue the same franchise fee offset practices as have been followed by the Franchisee during the fourth quarter of 2014. Should a Franchisor grant a competing cable service or video service franchise that is not subject to franchise fee offset limitations as specified herein, this Section 1.9 shall terminate on the date of such franchise grant as to such Franchisor.

j) GreatLand assures that it will cause to be made available adequate financial resources to allow Franchisee to meet its obligations under the Franchise, including without limitation, customer service standards in the franchise and under federal law, build out obligation, PEG funding, and all other financial obligations in the Franchise.

k) Each Franchisor is only approving the transfer of control to Midwest Cable, Inc. No other transaction is approved, and any other transaction that is subject to approval under the franchise or cable ordinance, whether or not contemplated in the application, shall require Franchisor approval.

l) Each Franchisor's approval of the Transfer Application is made without prejudice to, or waiver of, its and/or the Franchisor's right to fully investigate and consider during any future franchise renewal process: (i) Franchisee's financial, technical, and legal qualifications; (ii) Franchisee's and Franchisee's compliance with the Franchise; and (iii) any other lawful, relevant considerations.

m) Each Franchisor's approval of the Transfer Application is made without prejudice to, or waiver of, any right of the Franchisor to consider or raise claims based on Franchisee's or Franchisee's defaults, any failure to provide reasonable service in light of the community's needs, or any failure to comply with the terms and conditions of the Franchise Documents, or with applicable law.

n) Each Franchisor waives none of its rights with respect to the Franchisee's compliance with the terms, conditions, requirements and obligations set forth in the Franchise and in applicable law. A Franchisor's approval of the Transfer Application shall in no way be deemed a representation by the Franchisor that the Franchisee is in compliance with all of its obligations under the Franchise and applicable law. GreatLand warrants that Franchisee will be able to comply with all the terms and conditions of those agreements, including provisions requiring production of documents, maintenance of records and system monitoring.

o) After the Proposed Transaction, GreatLand and Franchisee will be bound by all the commitments, duties, and obligations, present and continuing, embodied in the Franchise Documents and applicable law. The Proposed Transaction will have no effect on these obligations. Likewise, the Proposed Transaction will have no effect on any other agreement with any Franchisor or RWSCC now in force or which must be accepted as a condition of the approval hereunder.

p) GreatLand shall provide an executed written certification in the form attached hereto within thirty (30) days after consummation of the Proposed Transaction, guarantying the full performance of the Franchisee. GreatLand shall provide the Commission with written notification that the Proposed Transaction closed within ten (10) days after the closing;

q) GreatLand will comply with any and all conditions or requirements applicable to GreatLand set forth in all approvals granted by federal agencies with respect to the Proposed Transaction and Transfer Application, however nothing in this paragraph is intended to create or grant any Franchisor or the Commission authority to enforce the conditions that it would not otherwise have.

r) GreatLand shall provide a written guarantee in the form attached hereto within thirty (30) days of consummation of the Proposed Transaction specifying that subscriber rates and charges in the Franchise area will not increase or services be reduced as a result of the costs of the Proposed Transaction. GreatLand's current projections do not require it to increase cable rates, or decrease cable services, in order to perform its obligations under the Franchise Documents, other than those changes made in the ordinary course of business. It will not contend that Franchisee is entitled to any relief from obligations (under the Cable Act's commercially impracticable standard or otherwise) based on the failure of any financial assumption related to the Proposed Transaction to materialize.

s) After the Proposed Transaction is consummated, GreatLand and Franchisee will continue to be responsible for all past acts and omissions, known and unknown, under the Franchise Documents and applicable law for all purposes, including (but not limited to) Franchise renewal to the same extent and in the same manner as before the Proposed Transaction.

t) Except as specifically provided herein, nothing in this Agreement amends or alters the Franchise Documents or any requirements therein or in any agreement between Franchisor and Franchisee in any way, and all provisions of the same remain in full force and effect and are enforceable in accordance with their terms.

u) The Proposed Transaction shall not permit GreatLand and Franchisee to take any position or exercise any right with respect to the Franchise and the relationship thereby established with a Franchisor or the Commission that could not have been exercised prior to the Proposed Transaction.

v) Approval is conditioned upon receipt of any and all state and federal approvals and authorizations required for the Proposed Transaction.

w) The terms and conditions on which the Proposed Transaction closes may not be materially different from the terms and conditions presented to Franchisor as part of the Form 394 application, as amended by subsequent information and representations provided to or made available to the Franchisor directly or by identified public links to such information.

x) Approval of the transfer does not constitute an endorsement of any of the terms of the Charter Service Agreement or Transition Services Agreement, and the same do not excuse performance under the Franchise Documents.

y) In the event GreatLand were to file for Bankruptcy, GreatLand acknowledges that PEG fees and franchise fees are administrative priority claims, and each Franchisor shall have all of the protections available to the maximum extent allowed under federal bankruptcy law to the continued performance by Franchisee under the Franchise, including the payment of franchise fees and the right to review and approve any transfer or change in control over the Franchisee.

Section 3. If any of the conditions or requirements specified in this Agreement are not satisfied, such failure shall be deemed a material breach of the Franchise Documents and applicable law, and subject to revocation and other remedies contained in the Franchise Documents and applicable law.

Section 4. If any of the written representations made to the Franchisor or its representatives in the Transfer Application proceeding by (i) Franchisee, (ii) Comcast or (iii) GreatLand, (iv) any subsidiary or representative of the foregoing prove to be materially incomplete, untrue or inaccurate in any material respect, it shall be deemed a material breach of the Franchise Documents and applicable law, and subject to revocation and to other remedies contained in the Franchise Documents and applicable law.

Section 5. This agreement shall be governed by the laws of Minnesota.

Section 6. This agreement is binding on each party's successors and assigns.

Section 7. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

Midwest Cable, Inc.
By: _____
Name: _____
Title: _____
Date:

Comcast of Minnesota, Inc.
By: _____
Name: _____
Title: _____
Date:

City of Birchwood Village
By: _____
Name: _____
Title: _____
Date:

City of Dellwood
By: _____
Name: _____
Title: _____
Date:

City of Grant
By: _____
Name: _____
Title: _____
Date:

City of Lake Elmo
By: _____
Name: _____
Title: _____
Date:

White Bear Township
By: _____
Name: _____
Title: _____
Date:

City of Mahtomedi
By: _____
Name: _____
Title: _____
Date:

City of Maplewood
By: _____
Name: _____
Title: _____
Date:

City of North St. Paul
By: _____
Name: _____
Title: _____
Date:

City of Oakdale
By: _____
Name: _____
Title: _____
Date:

City of Vadnais Heights
By: _____
Name: _____
Title: _____
Date:

City of White Bear Lake
By: _____
Name: _____
Title: _____
Date:

City of Willernie
By: _____
Name: _____
Title: _____
Date:

Attachment 1
Form of Guaranty of Performance

GUARANTY OF PERFORMANCE

GreatLand Connections, Inc., as the ultimate parent entity of Comcast of Minnesota, LLC, the Franchisee, upon closing of the proposed transaction (as defined in Resolution No. _____) certifies that it has sufficient financial resources and will at all times make available all necessary financial resources to ensure that the Franchisee has the capability to operate and maintain the System in accordance with the Franchise and applicable laws, regulations codes and standards, and to fully comply at all times with the Franchise, and applicable laws, regulations, codes and standards and guarantees such performance. GreatLand Connections, Inc., agrees that any failure to adhere to this guaranty shall be deemed a violation of the Franchise held by the Franchisee.

EXECUTED as of _____.

GreatLand Connections, Inc.

By: _____
Name: _____
Title: _____

Address:

Attachment 2
Form of Guaranty Regarding Rates

GUARANTY REGARDING RATES

GreatLand Connections, Inc., upon closing of the proposed transaction (as defined in Resolution No. _____), guarantees that rates and charges for cable service offered by Comcast of Minnesota, LLC, the Franchisee in the Franchisor, will not increase as a result of the cost of the proposed transaction. GreatLand Connections, Inc., agrees that any failure to adhere to this guaranty shall be deemed a violation of the Franchise held by the Franchisee, Comcast of Minnesota, LLC.

EXECUTED as of _____.

GreatLand Connections, Inc.,

By: _____
Name: _____
Title: _____

Address:

RESOLUTION NO. 2015-11

A RESOLUTION CONDITIONALLY GRANTING THE CONSENT TO THE TRANSFER OF CONTROL OF THE CABLE TELEVISION FRANCHISEE AND CABLE TELEVISION SYSTEM FROM COMCAST CORPORATION TO GREATLAND CONNECTIONS, INC.

WHEREAS, Lake Elmo, Minnesota, ("Franchisor") is a Municipal Corporation; and

WHEREAS, Comcast of Minnesota, Inc., ("Franchisee") operates a cable television system (the "System") in Lake Elmo, pursuant to a franchise agreement, a March 9, 1995 Memorandum of Understanding, and the April 10, 2014 Settlement Agreement (the "Franchise Documents"); and

WHEREAS, the existing franchise agreement dated November 29, 1999, expired on November 28, 2014; and

WHEREAS, Section 10.5 of the Franchise requires the Franchisor's prior consent to a sale or transfer of stock so as to create a new controlling interest under Minnesota Statutes 238.083; and

WHEREAS, Comcast of Minnesota, Inc., is an indirect, wholly-owned subsidiary of Comcast Corporation ("Comcast"); and

WHEREAS, Comcast, as the ultimate parent corporation of Franchisee, has agreed to divest and transfer the Franchisee, following its conversion to a limited liability company, and Cable System to Midwest Cable, Inc., in a process described in the Transfer Application (the "Proposed Transaction"); and

WHEREAS, immediately following the closing of the Proposed Transaction, Midwest Cable, Inc., will be renamed GreatLand Connections, Inc., and, for the purposes of this Resolution, the transfer applicant will be referred to as "GreatLand" throughout; and

WHEREAS, Comcast filed a Federal Communications Commission Form 394 with the Franchisor on June 18, 2014, together with certain attached materials, which documents more fully describe the Proposed Transaction and which documents, with their attachments, contain certain promises, conditions, representations and warranties (the "Transfer Application"); and

WHEREAS, under the Proposed Transaction, the ultimate ownership and control of the Franchisee and the System will change, and it requires the prior written approval of the Franchisor; and

WHEREAS, Comcast, through its subsidiaries, provided written responses to some of the data requests issued by the Franchisor or by the Ramsey Washington Suburban Cable Commission, including directing the representatives of the Franchisor to publicly filed and

available information, and information posted to Comcast Corporation and other websites (the "Data Request Responses"); and

WHEREAS, Franchisee and GreatLand have signed a Transfer Agreement, dated for purposes of identification February 15, 2015, (the "Transfer Agreement") binding on each of them, which sets forth certain agreements, guaranties, warrantied and conditions;

WHEREAS, based on that agreement, and in reliance upon the representations made by and on behalf of Comcast of Minnesota, Inc, Comcast, and GreatLand, to the Franchisor, RWSCC recommended, and Franchisor is willing to grant consent to the Proposed Transaction, so long as those representations are complete and accurate and the agreement becomes fully enforceable; and

WHEREAS, subject to the foregoing, the Franchisor's approval of the Proposed Transaction is therefore appropriate if the Franchisee will continue to be responsible for all acts and omissions, known and unknown, under the Franchise Documents and applicable law for all purposes, including (but not limited to) franchise renewal, and Franchisee has agreed that it will continue to be so responsible.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF LAKE ELMO AS FOLLOWS:

Section 1. The Mayor or City Administrator are authorized to sign that certain Transfer Agreement on behalf of Franchisor

Section 2. The Franchisor's consent to and approval of the Transfer Application is hereby GRANTED in accordance with the Franchise, subject to the terms and conditions of the Transfer Agreement.

Section 3. This Resolution shall not be construed to grant or imply the Franchisor's consent to any other transfer or assignment of the Franchise or any other transaction that may require the Franchisor's consent under the Franchise Ordinances or applicable law. The Franchisor reserves all its rights with regard to any such transactions.

Section 4. This Resolution is a final decision on the Transfer Application within the meaning of 47 U.S.C. § 537.

Section 5. The transfer of control of the Franchisee and Franchisee from Comcast to GreatLand shall not take effect until the consummation of the Proposed Transaction.

Passed and duly adopted this 24th day of February 2015 by the City Council of the City of Lake Elmo, Minnesota.

_____
Mike Pearson, Mayor

ATTEST:

_____
Adam Bell, City Clerk

THE CITY OF
LAKE ELMO

MAYOR & COUNCIL COMMUNICATION

DATE: February 24, 2015
REGULAR
ITEM # 18-FISCAL IMPACT

AGENDA ITEM: Financial Planning Services Agreement
SUBMITTED BY: Cathy Bendel, Finance Director
THROUGH: Dean Zuleger, City Administrator
REVIEWED BY: Adam Bell, Assistant City Administrator/City Clerk

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SUGGESTED ORDER OF BUSINESS:

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

POLICY RECOMMENDER: Finance Director

FISCAL IMPACT: $5,000.00; unbudgeted expense.

SUMMARY AND ACTION REQUESTED:

At the request of the Mayor, the Finance Department has been asked to seek an independent Financial analysis specific to the City of Lake Elmo Enterprise Funds and the impact that Growth will have upon those funds. In addition, it is requested to outline the potential impact to taxpayers. The City Council is requested to approve entering into a consulting agreement to have those services provided as soon as possible.

BACKGROUND INFORMATION (SWOT):

In 2012, the City of Lake Elmo entered into a contract with Northland Securities to provide Financial Planning Services/Analysis, specific to the Enterprise Funds. A detailed report was prepared and presented to the Lake Elmo City Council on February 28, 2013. (Copy attached). Since that time, the City Finance Committee and Finance Department have developed an extensive replacement model which has grown into a very cumbersome tool. With the downtown project recently having received municipal consent approval to proceed, sufficient analysis needs to be provided to the Council to clearly understand the impacts of various components of expansion and build outs and their impact on the Enterprise funds, individually and as a whole, as well as any impact to the taxpayers (General Fund).

The project scope would include the following:

- An independent review of the City Finance Committee's Pro Forma Model
- A specific financing plan for storm water projects that includes financing through a combination of using 20% of the Storm Water Utility fund balance and the balance financed through general property tax revenue
- The creation of a special storm water district in the downtown and an overview of specific functionality
- Identify the pace of growth needed to cash flow the enterprise funds
- Identify the earliest possible year that the water rates could be lowered and the impact that doing so may have upon the water conservation initiative in the market place

Strengths An independent analysis will provide the Council with a clear picture of the impact to the funds and will remove any bias at all levels of review. An independent analyst will provide viewpoints that might not otherwise be discussed.

Weaknesses An RFP would be the typical way to handle; however with the Downtown project very close, time is of the essence. With Northland as our bonding agent and EDA advisor, there may be a perception of bias.

Opportunities With Northland as our bonding agent and EDA advisor, Northland is very familiar with Lake Elmo and the planned growth to date and envisioned for the future, thereby being best situated to provide advice to the Council. Having prepared a similar analysis in 2012/2013, this option appears to be the most timely alternative for producing results for Council.

Threats There are no identified threats.

RECOMMENDATION:

The City Council is requested to approve the attached Financial Planning Agreement between the City of Lake Elmo and Northland Securities for an amount not to exceed $5,000 for the purpose of providing Financial Analysis to the City of Lake Elmo.

"Move to approve hiring Northland Securities Inc. to provide Financial Analysis Services to the City of Lake Elmo for an amount not to exceed $5,000.00".

ATTACHMENT:

1) Northland Strategies Special Project Group report dated February 28, 2013
2) Northland Securities Financial Planning/Analysis Agreement

THE CITY OF
LAKE ELMO

City of Lake Elmo, MN
Financial Management Plan For
Water, Sanitary Sewer, and Storm Sewer Services

2013 REPORT

As of February 28, 2013

NORTHLANDSTRATEGIES
Special Projects Group

The information presented in the report is intended solely for financial planning purposes. Northland Securities is not providing advice on the timing, terms, structure or similar matters related to a specific bond issue.

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NORTHLAND SECURITIES

February 28, 2013

Dean Zuleger
City Administrator
Lake Elmo City Hall
3800 Laverne Avenue North
Lake Elmo, MN 55042

RE: Updated Financial Management Plan for City Utility Funds

Dear Dean:

Northland Securities, Inc. is pleased to present you with an update to the 2012 Financial Management Plan for City Utility Funds. Northland was hired for financial planning services for utility system user charges and rates. Services include performing a utility rate analysis for the Water, Sanitary Sewer, and Storm Water Utility Systems of the City of Lake Elmo. The analysis and report includes a review of the past financial performance, projected growth in residential equivalent connections, determines the adequacy of current revenues, and provides recommendation on future rates which reflect projected future expense and capital outlay.

We appreciate the opportunity to work with the City of Lake Elmo.

Sincerely,

Tammy Omdal

Tammy Omdal
Manager of Northland Strategies/Senior Vice President

45 South 7th Street, Suite 2000, Minneapolis, MN 55402
Main: (612) 851-5900 / Direct: (612) 851-4992 / Email: rfifield@northlandsecurities.com
Member FINRA and SIPC

EXECUTIVE SUMMARY

The report is presented as an update to the October 2, 2012 Financial Management Plan for Water, Sanitary Sewer, and Storm Water presented to the Lake Elmo City Council. The City requested an update to the 2012 Report to consider the financial impact of revised growth projections for the City.

The report and financial management plan is intended to serve as a guide for the financial management of the City's utility services. The report contains information on capital improvement plans to increase capacity of the utility systems, estimated future utility rates needed to support operations and capital improvement plans, and multi-year financial plans for each of the three utility funds that includes projected sources and uses of funds and estimated cash balances by year.

The financial plans included in the report are built around identified key assumptions, including growth projections, cost drivers, and projected utility rates. To the extent the assumptions in the report change in the months and years ahead, which they will, the City will need to continue to adjust its financial plans accordingly.

Study Approach

The report was prepared by Northland Securities. The following steps were taken as part of the study process:

- City provided information on historical spending and revenues, volume of water sold by different tiers and customer, capital improvement plans, and prior years budget information.
- City provided information on projected growth from future residential and commercial development.
- Information provided by the City was organized, analyzed, and used to support the development of financial plans.
- Once the initial financial plans were developed different scenarios were considered and analyzed to determine impact on utility rates.
- City staff offered input and feedback on the assumptions and desired outcomes.

It is also important to note aspects of financial performance not reviewed as part of this study:

- The validity of the assumptions and figures provided by the City on future growth was not reviewed.
- Analysis of the basis for the City's determination of prior sewer and water availability charges was not reviewed.
- The report does not include identification of project costs for construction of lateral utility line build outs. The City anticipates that future lateral build outs will be financed 100 percent through special assessments to benefiting property.
- The financial impact to the City of potential changes to the existing customer tier structure for charging for water and sanitary sewer services was not reviewed as part of this study.

Conclusions from Study

The following conclusions were identified as a result of this study:

1. To meet projected service demands, the City will need to expand its capacity to deliver water and sanitary sewer services. This is driven by the City's projections for future development; the addition of housing and commercial units. The City plans to pay for the improvements through a combination of projected available cash, issuance of debt, grants and other intergovernmental proceeds.

2. Higher utility service fees for existing customers will be needed if new development does not occur at projected rate of growth. The issuance of debt to finance the identified improvements for water and sanitary sewer will require increased revenue to cover annual debt service. The City anticipates an increase in revenue driven by new development. If development occurs at a slower pace than projected, it may require the City to adjust the rates shown in the report. To be conservative, the study and report assume 50 percent of the total estimated annual growth (development) of residential and commercial units is realized for the purpose of estimating future revenue.

3. Projected future year-end cash balances in the utility funds is estimated to be at or greater than 50 percent of operating expenditures. The fees and charges included in the report, combined with the projected historical volume of water sold, plus the projected "new" revenue from new residential equivalent connections (REC) will provide the cash needed to operate and maintain the utilities and to cover debt service.

Recommendations

The following recommendations are offered based on the Conclusions from the Study.

1. The City should adopt a new charge for the cost of connecting to municipal sanitary sewer and increase the amount it presently charges for connection to municipal water. This charge should reflect the City's cost of infrastructure for providing service. This new and increased charge is included in the report and reflected in the revenue shown in the financial plans. The charge will be collected with the building permit.

2. The City should implement a uniform trunk line availability charge for water and sanitary sewer services. The charge will be collected from property owners/developers when property is developed; it will be collected with the develpoment contract for new development. The report does not include the cost of lateral build outs of utility lines. The study anticipates the City will assess 100 percent of lateral lines to benefiting property.

3. The City should plan to structure future debt in a conservative manner to provide the City with time for future development to occur and the flexibility to restructure debt if necessary. This may include delaying certain maturities and earlier call dates. An issuance of debt into the public market will require an credit rating review. The City's general obligation debt is currently rated Aa2 by Moody's Investors Service. The City's current debt profile is viewed by Moody's as "moderate". Even though general obligation revenue bonds are planned to be self supporting from enterprise revenues, the debt will be fully accounted for in the G.O. debt

ratios. Moody's will eliminate that debt from the debt ratios after a few years of demonstrated self supporting revenues. Based on previous Moody's reports, the City has the capacity to absorb the increased debt ratios so long as there is not a deterioration of the City's tax base or weakening of the demographic profile and the City does not experience a material decline in financial reserves in comparison to similar rated cities.

4. The City should adopt a formal fund balance policy. This policy will provide guidance for financial management and will inform future decisions on adjustments to utility fees and charges. The report is based on direction from City staff to plan for achieving a cash balance at 50 percent of anticipated annual operating expenditures.

Organization of Report

The report is organized into five sections:

1. Executive Summary provides information on the organization of the report, study approach, using the report, and conclusions and recommendations.
2. Background discusses the historical context (i.e., growth and development of the community) and financial status of the City's utility funds.
3. Capital Improvement Plan provides information on the City's plans for expanding the capacity of the water and sanitary sewer systems. This includes estimates on project costs and sources of funds to pay for the improvements. The time horizon for the capital plan is years 2013 through 2017. The City anticipates capital spending after year 2018 but the specific projects and estimated costs have not yet been identified. Information on debt service is included in the report for planned bond issuances.
4. Utility Rates provided in the report include historical, current, and future proposed rates necessary to maintain a positive financial condition for the utility funds. Information is provided in the Appendix of the report on what proposed rate increases will mean to customers. Comparison to other cities is included.
5. Financial Plans are provided for the Water Fund, Sanitary Sewer Fund, and Storm Sewer Fund. The financial plans provide both historical, current, and future projected sources and uses of funds. Financial plans take into account capital improvement plans and rate structure. (The capital improvements plans included in the report are for years 2013-2017; the City anticipates future capital projects after year 2017 but has not yet identified the specific projects or cost estimates.)
6. Appendix provides charts of data from the financial plans and information on projected growth in residential and commercial customers.

Using the Report

This report is intended to be a practical guide for ongoing management of the City's utility funds. Much of the information in the report has enduring value and will serve to continue to guide management decisions over a number of years. However, management of enterprise funds is a dynamic system. Customer base changes, statutes and rules change, cost of labor and materials and supplies will vary from assumptions from year-to-year. The report should continue to be the foundation of an annual review an update.

BACKGROUND

The City of Lake Elmo is located on the eastern edge of the Twin Cities metropolitan area. The City's 2030 Comprehensive Plan forecasts and provides for approximately eight times the growth in households and population during the 2000-2030 planning period than was experienced during the 1980-2000 period.

The City reports an estimated 2010 population of 8,069 and 2,774 households (2010 Census). Population is estimated to increase to 18,403 by 2020 and households to 6,324 (2030 Comprehensive Plan). The land area for the City encompasses approximately 15,250 acres.

The City's 2030 Comprehensive Plan provides guidance on the City's plans for managing future demand for utility infrastructure.

The City's 2011 financial statements were used as the basis for the report, along with the 2012 budget. The 2012 financial statements were not available for input for the report.

Water Utility

Lake Elmo owns, operates and maintains a municipal water supply and distribution system. The City has a goal to serve existing population desiring public water supply while preparing the system to allow people to connect as development occurs or existing areas request service. This policy guides the City's capital improvement planning and the need to maintain a flexible and responsive water system. Capital planning includes projects to correct existing deficiencies and to expand the system.

The City uses an enterprise fund to account for its water operations. The unrestricted assets in the Water Fund totaled $1,072,022 and a cash balance of $752,658 at December 31, 2011. There were no significant transactions to report for the year ended December 31, 2011. (The 2012 financial statements are not yet available to include in this report.)

Sanitary Sewer Utility

Property owners in the City are served by individual sewer systems or in limited areas by municipal sewer. Capital plans will provide for an increase in the number of properties to be served by municipal sewer and connection to the Regional Sewer System. The Metropolitan Council Environmental Services (MCES) plans to extend regional sewer service to serve a greater area of the City.

The City uses an enterprise fund to account for its sewer operations. The unrestricted assets in the Sewer Fund totaled $62,994 and a cash balance of $27,062 at December 31, 2011. There were no significant transactions to report for the year ended December 31, 2011.

Storm Sewer Utility

The City operates a storm sewer utility. The system of conveyances is owned and operated by the City and designed for collecting or conveying storm water, and that is not used for collecting or conveying sewer. The City collects an annual fee from property owners that is used to pay for the cost of constructing and maintaining the system.

CAPITAL IMPROVEMENT PLAN AND DEBT SERVICE

The City has developed a multi-year (2013-2017) capital project plan for its utilities. The Capital Improvement Plan (CIP) provides details on project costs by year and proposed funding sources. Identified funding sources include the planned issuance of debt.

The City anticipates additional capital project spending after year 2017 but the specific projects and cost estimates have not been identified and are therefore not included in the report.

The CIP provides important input for the financial plans included in the report. The financial plans are inclusive of all sources and uses of funds, both operating and non-operating, including capital spending plans.

At this time the City does not anticipate any capital improvements for the storm sewer utility in the next five years. A CIP summary is therefore not included in the report for storm sewer projects.

Capital Projects

The projects included in the CIP include projects to expand the capacity and correct deficiencies of the water and sanitary sewer systems. The City of Lake Elmo is a developing community with significant utility expansion needs.

Projects include expansion of the City's water supply capacity and distribution system. Sanitary sewer services will be expanded through the construction of connections to the Regional Sewer System.

As a developing community, the City's capital improvement plans focus on expansion and does not presently include capital spending for maintenance of existing systems. This will need future consideration by the City as the community develops and infrastructure ages and requires major maintenance and/or replacement.

Source of Funding for Capital Projects

The source of funding for the planned capital projects includes either one of the following sources or a combination thereof: cash balance from Water Fund and Sewer Fund; bond proceeds; levying of special assessments; grants, tax increment revenue collections, and intergovernmental revenue.

To the extent future development expectations exceed or fall short of the City's projections, the City may want to adjust the amount of water project costs to be paid for with bond proceeds versus cash.

Debt Service

The current CIP for water and sanitary sewer utilities anticipates the use of bonds to undertake needed improvements while keeping fees as low as possible.

The projections assume that the City will issue general obligation bonds and use utility revenues to pay all principal and interest. This approach provides the lowest cost of debt. The bonds will not count against the City's debt limit. Debt management is an important factor in the City's ongoing capital improvements planning.

The City has the authority to issue pure revenue bonds for these improvements. With general obligation bonds, the City pledges to levy property taxes to cover any shortfall in utility revenues. Revenue bonds are

backed solely by utility revenues. The alternative use of revenue bonds without a general obligation pledge would have several financial implications for the City:

- Interest rates will be higher. The difference will depend on the terms of the issue and the operation of the Utility.
- The City will be required to set fees that will create revenues that produce net income in excess of debt service. Any scenarios with ongoing annual deficits would not be viable.
- The bond issue would include a debt service reserve fund. A portion of the bond proceeds would be set aside to make payments in the event of revenue shortfalls.

As a result, higher fees will be required with the use of revenue bonds to finance planned improvements.

The finance plans and related fee schedules included in the report anticipate the issuance of general obligation (G.O.) revenue bonds to finance certain capital improvements. The estimates for debt service are based on bonds to be paid generally over 20 years or less. The estimated interest rates used to calculate annual debt service were conservatively estimated based on today's current rate environment (today's rates for a Aa2 rating plus 25 basis points for anticipated 2013 bonding and 50 basis points for later years). The actual interest rates will depend on final structure and market conditions at time of issuance.

Beginning on page 9, a summary of estimated annual debt service is provided for years 2012 to 2021 which is the planning horizon for the financial plans. On pages 10 and 11, detail on the annual estimated debt service for future water and sanitary sewer bond issuances is shown. The chart on page 12 provides a longer term view of projected annual debt service for years 2012 through 2035, or over the life of the City's existing bonds and the life of future estimated bond issuances included in the report.

The timing of principal payments shown in the report is structured to match estimated future revenue. Based on the debt structure and assumptions for the study and report, by year 2021 the City will have combined cash balance in the water and sewer funds that is nearly equivalent to 90% of the estimated outstanding debt obligations. Actual future growth (development) will greatly impact these estimates. The City will have options at time of bond issuance to consider debt repayment schedules that are more aggressive than what is included in this report, if future revenue and cash balances suggest a more aggressive schedule is feasible. The City will have the option to structure bond call dates that will provide the City with the greatest amount of flexibility to manage its debt. These decisions can be made on an issuance by issuance basis in the future.

City of Lake Elmo
Water Fund
Summary of Capital Improvement Plan (CIP)

						City has not identified but does anticipate there will be future projects in years 2018-2021.				
	2013	2014	2015	2016	2017	2018	2019	2020	2021	Total
Water supply well No. 4 and pumphouse /connection	1,500,000									1,500,000
Keats Ave 16" trunk watermain extension	1,050,000									1,050,000
Phase I: Western I94 Corridor (Inwood to Keats)										-
Segment 1: Water booster pump	610,000									610,000
Segment 2: Inwood Ave 16" trunk watermain extension	1,600,000									1,600,000
Segment 3: 10th St to EP Bus Park 16" trunk watermain ext	780,000									780,000
Alt Segment 3: Azur Prop 16" trunk watermain extension										-
Alt Segment 5: 12" trunk watermain to non-contiguous East		400,000								400,000
Alt Segment 7: Ground storage tank			600,000							600,000
Phase II: Eastern I94 Corridor (Lake Elmo Ave. to Manning)										-
Segment 4: Lake Elmo Ave 12" trunk watermain extension				2,775,000						2,775,000
Phase IIIb: Village Area (East to Village Parkway)										-
Replace/upgrade watermains as streets disturbed			900,000							900,000
Village Parkway/39th Street				400,000	600,000					1,000,000
Total	5,540,000	400,000	1,500,000	3,175,000	600,000	-	-	-	-	11,215,000
Funding Source for Water Capital Projects										
Cash from Water Fund	-		1,500,000	925,000	250,000					2,675,000
Bond proceeds	3,540,000			2,000,000						5,540,000
Grants	1,000,000									1,000,000
Intergovernmental	1,000,000									1,000,000
Tax Increment /Developer Contribution		400,000		250,000	350,000					1,000,000
Total	5,540,000	400,000	1,500,000	3,175,000	600,000	-	-	-	-	11,215,000

City of Lake Elmo

Sanitary Sewer Fund

Summary of Capital Improvement Plan (CIP)

						City has not identified but does anticipate there will be future projects in years 2018-2021.				
	2013	2014	2015	2016	2017	2018	2019	2020	2021	Total
Segment 4: New lift station at Hudson & Keats, Connecting FM	-	900,000	-	-	-	-	-	-	-	900,000
Segment 6: Hudson Blvd lift station replacement, connecting FM to WONE	-		-	-	-	300,000	-	-	-	300,000
Phase II: Easter I94 Corridor (Lake Elmo Ave. to Manning)	-	-	-	-	-	-	-	-	-	-
Option A: 27/30" trunk sewer extension from MCES connectoin										-
Option B: 18/27" trunk sewer extension from MCES connection	700,000	500,000								1,200,000
Option B: Future lift statoin west of Lake Elmo Ave.		200,000								200,000
Phase IIIb: Village Area (East to Village Parkway)										-
Village lift station and forcemain	3,800,000									3,800,000
Segment 1: Lake Elmo Ave & 30th St & 39th St			1,100,000							1,100,000
Segment 2: Village Parkway to TH5				600,000	600,000					1,200,000
Total	4,500,000	1,600,000	1,100,000	600,000	600,000	300,000	-	-	-	8,700,000
Funding Source for Sanitary Sewer Capital Projects										
Cash from Sewer Fund						300,000				300,000
Bond proceeds	3,500,000	1,200,000	1,100,000							5,800,000
Grants	1,000,000	-	-	-	-	-	-	-	-	1,000,000
Intergovernmental	-	-	-	180,000	180,000	-	-	-	-	360,000
Tax Increment/Developer Contribution (future TIF districts and development)	-	400,000	-	420,000	420,000	-	-	-	-	1,240,000
Total	4,500,000	1,600,000	1,100,000	600,000	600,000	300,000	-	-	-	8,700,000

City of Lake Elmo
Water, Sanitary Sewer, Storm Sewer Funds
Summary of Future Debt Service and General Obligation (G.O.) Revenue Bonds Outstanding

	2013	2014	2015	2016	2017	2018	2019	2020	2021	Years 2022 to 2035	Total
DEBT SERVICE											
WATER UTILITY FUND											
GO Water Rev Bond 2005A	300,025	320,650	315,250	-	-	-	-	-	-	-	935,925
GO Ref Bond 2009A (Refund 2002B)	53,680	52,480	51,280	49,880	53,680	52,128	55,575	53,850	51,925	-	474,478
GO Ref Bond 2012A (Refund 2005A)	-	-	-	281,043	272,143	293,343	284,043	279,843	270,643	3,139,756	4,820,814
EST GO Water Rev 2013 Bonds	95,958	125,958	125,778	125,568	125,313	124,998	164,623	163,573	167,383	4,121,230	5,340,378
EST GO Water Rev 2016 Bonds				41,250	341,250	337,350	232,850	229,350	225,450	931,100	2,338,600
Total	449,663	499,088	492,308	497,741	792,386	807,818	737,091	726,616	715,401	8,192,086	13,910,194
SANITARY SEWER UTILITY FUND											
EST GO Sewer Rev 2013 Bonds	86,285	186,285	185,685	184,985	184,135	183,085	181,835	180,335	228,635	3,434,280	5,035,545
EST GO Sewer Rev 2014 Bonds	-	25,625	75,625	75,150	74,600	73,950	123,200	121,450	119,500	759,775	1,448,875
EST GO Sewer Rev 2015 Bonds	-	-	74,950	74,475	73,925	73,275	72,525	121,650	119,700	765,975	1,376,475
Total	86,285	211,910	336,260	334,610	332,660	330,310	377,560	423,435	467,835	4,960,030	7,860,895
STORM SEWER UTILITY FUND											
No existing or anticipated oustanding debt											
TOTAL ANNUAL COMBINED DEBT SERVICE											
Combined Total	535,948	710,998	828,568	832,351	1,125,046	1,138,128	1,114,651	1,150,051	1,183,236	13,152,116	21,771,089
DEBT OUTSTANDING											
WATER OUTSTANDING DEBT											
As of 12/31/2012	4,695,000	4,505,000	4,315,000	4,080,000	3,845,000	3,585,000	3,325,000	3,065,000	2,810,000	-	0
Estimated Future Debt	3,630,000	3,600,000	3,570,000	5,600,000	5,270,000	4,940,000	4,670,000	4,400,000	4,125,000	-	0
Total	8,325,000	8,105,000	7,885,000	9,680,000	9,115,000	8,525,000	7,995,000	7,465,000	6,935,000	-	0
SANITARY SEWER OUTSTANDING DEBT											
As of 12/31/2012	0	0	0	0	0	0	0	0	0	-	0
Estimated Future Debt	3,605,000	4,755,000	5,705,000	5,505,000	5,305,000	5,105,000	4,855,000	4,555,000	4,205,000	-	0
Total	3,605,000	4,755,000	5,705,000	5,505,000	5,305,000	5,105,000	4,855,000	4,555,000	4,205,000	-	0
STORM SEWER UTILITY FUND											
No existing or anticipated oustanding debt											
TOTAL DEBT OUTSTANDING											
Combined Total	11,930,000	12,860,000	13,590,000	15,185,000	14,420,000	13,630,000	12,850,000	12,020,000	11,140,000	-	0

Notes:
EST (estimated) amounts are shown for bonds with dates after 2012. Estimates are based on the capital improvement plan included in the report.
Annual debt service figures are preliminary. Actual structure may vary depending on financial management decisions made by the City.
Interest rates and terms will vary. Detail on estimated interest rates and terms are provided on pages 10 and 11.

City of Lake Elmo
Estimated Future G.O. Water Revenue Bonds
Analysis of Possible Future Estimated Debt Service Based on Capital Improvement Plan (CIP)
(Terms shown including maturites and rates are for preliminary planning purposes only)

2013 G.O. Water Revenue Bonds

Year		Principal	Est Interest Rates	Interest	Total Debt Service	Outstanding Balance
Beg						$3,630,000
2013	1	$0	0.55%	$95,958	$95,958	$3,630,000
2014	2	$30,000	0.60%	$95,958	$125,958	$3,600,000
2015	3	$30,000	0.70%	$95,778	$125,778	$3,570,000
2016	4	$30,000	0.85%	$95,568	$125,568	$3,540,000
2017	5	$30,000	1.05%	$95,313	$125,313	$3,510,000
2018	6	$30,000	1.25%	$94,998	$124,998	$3,480,000
2019	7	$70,000	1.50%	$94,623	$164,623	$3,410,000
2020	8	$70,000	1.70%	$93,573	$163,573	$3,340,000
2021	9	$75,000	1.85%	$92,383	$167,383	$3,265,000
2022	10	$150,000	2.00%	$90,995	$240,995	$3,115,000
2023	11	$150,000	2.10%	$87,995	$237,995	$2,965,000
2024	12	$150,000	2.20%	$84,845	$234,845	$2,815,000
2025	13	$150,000	2.30%	$81,545	$231,545	$2,665,000
2026	14	$150,000	2.40%	$78,095	$228,095	$2,515,000
2027	15	$150,000	2.50%	$74,495	$224,495	$2,365,000
2028	16	$200,000	2.60%	$70,745	$270,745	$2,165,000
2029	17	$200,000	2.70%	$65,545	$265,545	$1,965,000
2030	18	$200,000	2.80%	$60,145	$260,145	$1,765,000
2031	19	$375,000	2.90%	$54,545	$429,545	$1,390,000
2032	20	$375,000	3.00%	$43,670	$418,670	$1,015,000
2033	21	$375,000	3.10%	$32,420	$407,420	$640,000
2034	22	$325,000	3.20%	$20,795	$345,795	$315,000
2035	23	$315,000	3.30%	$10,395	$325,395	$0
Total		$3,630,000		$1,710,378	$5,340,378	

Application of Funds:	
Construction	$3,540,000
Other Costs/Rounding	$90,000
Total	$3,630,000

2016 G.O. Water Revenue Bonds

Year		Principal	Est Interest Rates	Interest	Total Debt Service	Outstanding Balance
Beg						$2,060,000
2013		$0	0.80%		$0	
2014		$0	0.85%		$0	
2015		$0	0.95%		$0	
2016	1	$0	1.10%	$41,250	$41,250	$2,060,000
2017	2	$300,000	1.30%	$41,250	$341,250	$1,760,000
2018	3	$300,000	1.50%	$37,350	$337,350	$1,460,000
2019	4	$200,000	1.75%	$32,850	$232,850	$1,260,000
2020	5	$200,000	1.95%	$29,350	$229,350	$1,060,000
2021	6	$200,000	2.10%	$25,450	$225,450	$860,000
2022	7	$200,000	2.25%	$21,250	$221,250	$660,000
2023	8	$200,000	2.35%	$16,750	$216,750	$460,000
2024	9	$100,000	2.45%	$12,050	$112,050	$360,000
2025	10	$100,000	2.55%	$9,600	$109,600	$260,000
2026	11	$100,000	2.65%	$7,050	$107,050	$160,000
2027	12	$160,000	2.75%	$4,400	$164,400	$0
2028	13		2.85%	$0	$0	$0
2029	14		2.95%	$0	$0	$0
2030	15		3.05%	$0	$0	$0
2031	16		3.15%	$0	$0	$0
2032	17		3.25%	$0	$0	$0
2033	18		3.35%	$0	$0	$0
2034	19		3.45%	$0	$0	$0
2035	20		3.55%	$0	$0	$0
Total		$2,060,000		$278,600	$2,338,600	

Application of Funds:	
Construction	$2,000,000
Other Costs/Rounding	$60,000
Total	$2,060,000

City of Lake Elmo

Estimated Future G.O. Sewer Revenue Bonds

Analysis of Possible Future Estimated Debt Service Based on Capital Improvement Plan (CIP)

(Terms shown including maturites and rates are for preliminary planning purposes only)

Projected Future 2013 G.O. Sewer Revenue Bonds

Year		Principal	Est Interest Rates	Interest	Total Debt Service	Outstanding Balance
Beg						$3,605,000
2013	1	$0	0.55%	$86,285	$86,285	$3,605,000
2014	2	$100,000	0.60%	$86,285	$186,285	$3,505,000
2015	3	$100,000	0.70%	$85,685	$185,685	$3,405,000
2016	4	$100,000	0.85%	$84,985	$184,985	$3,305,000
2017	5	$100,000	1.05%	$84,135	$184,135	$3,205,000
2018	6	$100,000	1.25%	$83,085	$183,085	$3,105,000
2019	7	$100,000	1.50%	$81,835	$181,835	$3,005,000
2020	8	$100,000	1.70%	$80,335	$180,335	$2,905,000
2021	9	$150,000	1.85%	$78,635	$228,635	$2,755,000
2022	10	$100,000	2.00%	$75,860	$175,860	$2,655,000
2023	11	$100,000	2.10%	$73,860	$173,860	$2,555,000
2024	12	$100,000	2.20%	$71,760	$171,760	$2,455,000
2025	13	$100,000	2.30%	$69,560	$169,560	$2,355,000
2026	14	$100,000	2.40%	$67,260	$167,260	$2,255,000
2027	15	$250,000	2.50%	$64,860	$314,860	$2,005,000
2028	16	$250,000	2.60%	$58,610	$308,610	$1,755,000
2029	17	$250,000	2.70%	$52,110	$302,110	$1,505,000
2030	18	$250,000	2.80%	$45,360	$295,360	$1,255,000
2031	19	$300,000	2.90%	$38,360	$338,360	$955,000
2032	20	$300,000	3.00%	$29,660	$329,660	$655,000
2033	21	$300,000	3.10%	$20,660	$320,660	$355,000
2034	22	$355,000	3.20%	$11,360	$366,360	$0
Total		$3,605,000		$1,430,545	$5,035,545	

Application of Funds:

Construction	$3,500,000
Other Costs/Rounding	$105,000
Total	$3,605,000

Projected Future 2014 G.O. Sewer Revenue Bonds

Year		Principal	Est Interest Rates	Interest	Total Debt Service	Outstanding Balance
Beg						$1,250,000
2013		$0	0.80%		$0	
2014	1	$0	0.85%	$25,625	$25,625	$1,250,000
2015	2	$50,000	0.95%	$25,625	$75,625	$1,200,000
2016	3	$50,000	1.10%	$25,150	$75,150	$1,150,000
2017	4	$50,000	1.30%	$24,600	$74,600	$1,100,000
2018	5	$50,000	1.50%	$23,950	$73,950	$1,050,000
2019	6	$100,000	1.75%	$23,200	$123,200	$950,000
2020	7	$100,000	1.95%	$21,450	$121,450	$850,000
2021	8	$100,000	2.10%	$19,500	$119,500	$750,000
2022	9	$100,000	2.25%	$17,400	$117,400	$650,000
2023	10	$100,000	2.35%	$15,150	$115,150	$550,000
2024	11	$150,000	2.45%	$12,800	$162,800	$400,000
2025	12	$150,000	2.55%	$9,125	$159,125	$250,000
2026	13	$200,000	2.65%	$5,300	$205,300	$50,000
2027	14		2.75%	$0	$0	$50,000
2028	15		2.85%	$0	$0	$50,000
2029	16		2.95%	$0	$0	$50,000
2030	17		3.05%	$0	$0	$50,000
2031	18		3.15%	$0	$0	$50,000
2032	19		3.25%	$0	$0	$50,000
2033	20		3.35%	$0	$0	$50,000
2034	21		3.45%	$0	$0	$50,000
Total		$1,200,000		$248,875	$1,448,875	

Application of Funds:

Construction	$1,200,000
Other Costs/Rounding	$50,000
Total	$1,250,000

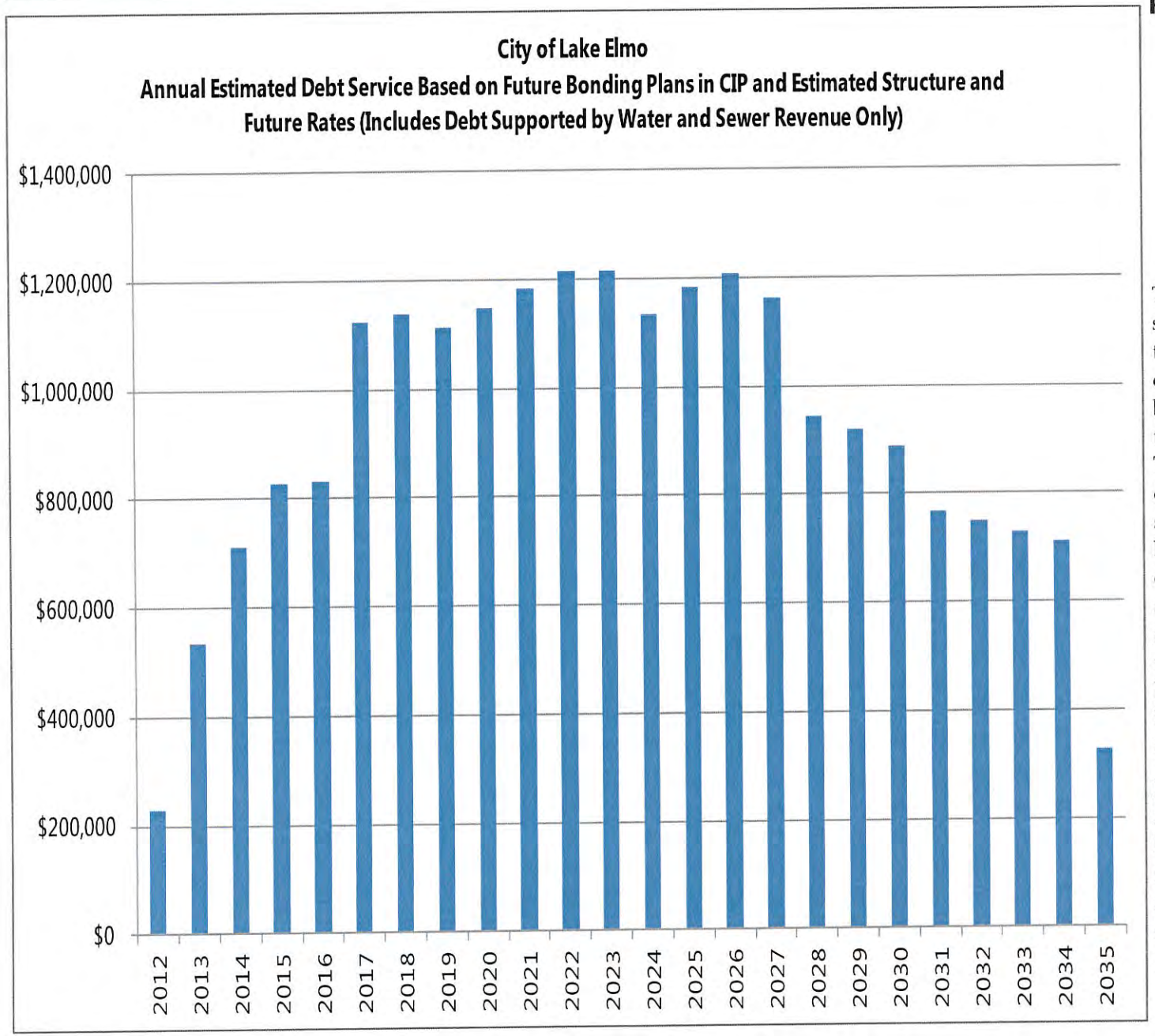
YEAR

Projected Future 2015 G.O. Sewer Revenue Bonds

		Principal	Est Interest Rates	Interest	Total Debt Service	Outstanding Balance
Beg						$1,150,000
2013		$0	0.80%		$0	
2014		$0	0.85%		$0	
2015	1	$50,000	0.95%	$24,950	$74,950	$1,100,000
2016	2	$50,000	1.10%	$24,475	$74,475	$1,050,000
2017	3	$50,000	1.30%	$23,925	$73,925	$1,000,000
2018	4	$50,000	1.50%	$23,275	$73,275	$950,000
2019	5	$50,000	1.75%	$22,525	$72,525	$900,000
2020	6	$100,000	1.95%	$21,650	$121,650	$800,000
2021	7	$100,000	2.10%	$19,700	$119,700	$700,000
2022	8	$100,000	2.25%	$17,600	$117,600	$600,000
2023	9	$100,000	2.35%	$15,350	$115,350	$500,000
2024	10	$100,000	2.45%	$13,000	$113,000	$400,000
2025	11	$150,000	2.55%	$10,550	$160,550	$250,000
2026	12	$150,000	2.65%	$6,725	$156,725	$100,000
2027	13	$100,000	2.75%	$2,750	$102,750	$0
2028	14		2.85%	$0	$0	$0
2029	15		2.95%	$0	$0	$0
2030	16		3.05%	$0	$0	$0
2031	17		3.15%	$0	$0	$0
2032	18		3.25%	$0	$0	$0
2033	19		3.35%	$0	$0	$0
2034	20		3.45%	$0	$0	$0
Total		$1,150,000		$226,475	$1,376,475	

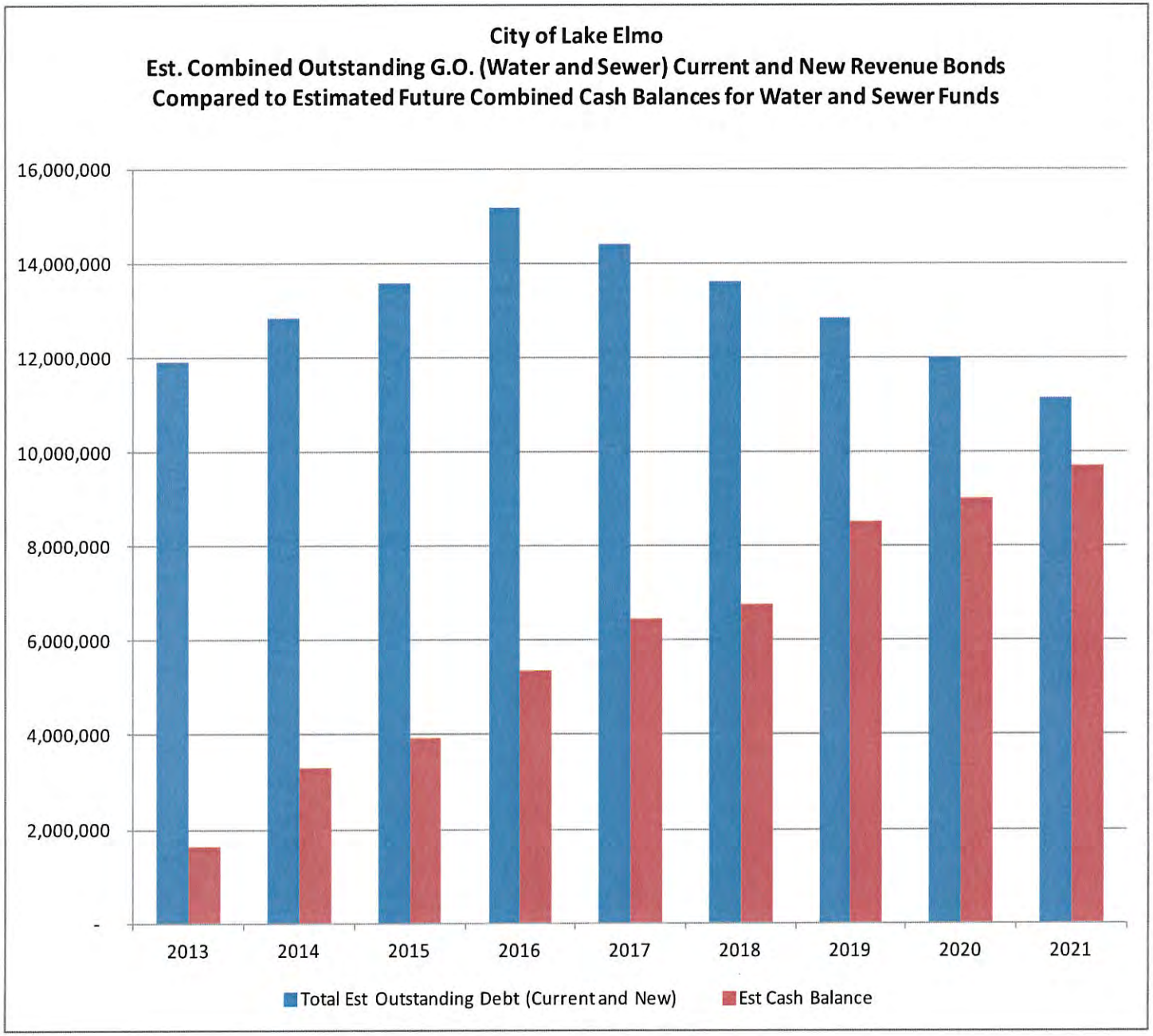
Application of Funds:

Construction	$1,100,000
Other Costs/Rounding	$50,000
Total	$1,150,000



The annual estimated debt service amounts shown in this chart include general obligation water revenue bonds and general obligation sewer revenue bonds. The annual amounts include both existing debt service (on outstanding bonds) and future estimated debt service on bonds anticipated to be issued in future years and paid from utility revenues. Future bond issuance estimates are based on the City's capital improvement plan.

This chart includes general obligation debt supported by utility revenue only and does not include existing or future estimated general obligation debt that is paid from property tax levy.



Capital Improvement Plan and Debt Service

Over the next four years (from 2013 to 2016) the outstanding general obligation debt supported by water and sewer revenues is projected to increase each year. The City anticipates the issuance of debt to support planned infrastructure expansion projects. During this same period, based on assumptions and information included in the study, the estimated annual cash balance for the water and sewer funds combined is estimated to increase each year. This is driven by the estimate that annual revenue from new development will exceed the growth in annual expense (including debt service expense).

Current financial plan estimates project that by year 2021 the City will have combined cash balance in the water and sewer funds that is nearly equivalent to 90% of the estimated outstanding debt obligations. Actual future growth (development) will greatly impact these estimates.

UTILITY RATES

Key Factors

To project future utility rates necessary to maintain the financial stability of the City's utility operations requires development and analysis of the following key factors:

- Estimates for future annual operating expenditures, including personnel, materials and supplies, cost of electricity, and other operating expenses.
- Metropolitan Council Environmental Service (MCES) sewer fee charged to the City by the Metropolitan Council for regional collection and treatment of waste water. This is an operating expense that the City does not have direct control over.
- Annual capital expenditure to maintain and improve the existing systems.
- Annual debt service on bonds issued to finance capital improvements.
- Growth in customers using and paying for the systems. Future growth will provide additional revenue but will also create additional demand for services.
- Available other revenue sources other than fees and charges to users of the water and sanitary sewer services.

Annual Operating Expenditures

Costs incurred in operating the water and sewer systems, which are used up in the period in which acquired, are recorded as operating expenditures. Annual growth in operating expenditures, not including the MCES charge, has been modest. It is anticipated that growth in future years will be about 2 percent per year. Approximately a third of the operating expense (not including depreciation) is for personnel costs (labor) and the balance for materials, supplies, and other operating expense.

Depreciation is shown under operating expenditures and is the process of allocating the costs of an asset over its useful life in a systematic and rational manner. Depreciation is shown to remain constant over the financial planning horizon for the study. Estimate for future depreciation was not part of the study. It will be important for future updates to the financial plans to consider funding of depreciation and replacement of infrastructure.

Metropolitan Council Environmental Services (MCES)

The MCES charge to cities for regional collection and treatment has been volatile in recent years. MCES has experienced revenue loss from the significant drop in regional development which has caused a corresponding decline in revenue collected by the Council for Sewer Availability Charges (a one time fee for new connections). For projection purposes, the study assumes that future charges paid to MCES for collection and treatment will increase by 2 percent annually. This is shown as an annual operating expense to the City's Sewer Fund which is paid from revenue collected from the City's utility customers.

Annual Capital Expenditures

The City anticipates paying for future capital improvement project costs with a combination of revenue sources. The City anticipates future development will provide revenue to pay for utility expansion through the collection of trunk line availability fees and connection fees. The City may reduce the amount of planned bonding to pay for capital improvements to the extent cash from collection of these charges is available in the utility funds to do so.

Paying for annual planned capital improvement projects with cash may be a sound strategy depending on the details of the project. It avoids incurring costs of issuance and annual interest expense. However, this strategy requires advance planning and implementation of utility fees and charges that provide adequate cash flow.

For large (non-routine) capital expenditures or unanticipated capital expenditures, the use of bonding to fund capital minimizes annual rate increases that otherwise would be necessary. It also allows the City to charge future customers the cost of infrastructure with a longer useful life, versus putting the entire burden on today's customers. The City's CIP does anticipate bonding for certain project costs. The resulting annual debt service on the bonds is included in the financial plans.

Debt Service

Debt service in the Water and Sanitary Sewer Funds is paid from revenue collected from utility fees and availability and connection charges. Presently the City has debt outstanding in the Water Fund but does not report debt outstanding in the Sanitary Sewer or Storm Water Funds. The CIP anticipates the City will issue debt in the next five years that will be supported by revenue collected in the Water Fund and Sanitary Sewer Fund.

All current and future debt is accounted for in the financial plans that are included in this report. The estimated debt service is based on generally 20 years or less for bonds payable at estimated interest rates. Future estimated utility fees and charges reflect the cost of the estimated increase for debt service.

Growth in Customers

Growth in customers from future land development is a major factor in determining the projections for future utility rates. New development will bring an increase in revenue to the City's utility funds through the collection of availability and connection charges and fees collected for service. Availability charges and connection charges are one time charges collected at the time of development and building permit. Estimating the increase in future customers from growth in residential and commercial development is the most volatile factor in developing financial projections for the utility funds. The last page of the report, page 35, in the Appendix Section, includes information on the assumed growth in residential equivalent connections ("REC") from future development. The projected annual growth in REC's was established by City staff and provided to Northland for the study and report.

Growth in customers will allow the City to spread existing fixed costs, including overhead, over more units and volume. Growth in customers will allow the City to minimize future increases in utility fees that otherwise will be necessary.

Available Other Revenues

There is limited other revenues that provide a source of funding for utility services. The majority of the cost to operate and maintain the system is paid from fees and charges collected from those using the system. Other revenue includes interest income on cash balances, special assessments, grants, and rents.

Historical Utility Rates

Information on historical rates is provided on page 18. This includes a summary of prior years approved utility rates for years 2007 - 2012. Rates shown are billed quarterly, with the exception of the storm water fee which is billed to customers receiving this charge on an annual basis. The City charges a basic service fee for water only.

Future Utility Rates

Information on future projected utility rates for years 2013 to 2021 is provided on page 19. The projected future rates reflect the rates necessary to maintain adequate cash balances in the utility funds. These rates (applied against the estimated volumes on page 19) were used to calculate the annual estimated operating revenue that is shown in the financial plans for each fund.

The tier structure the City uses for charging customers for water, based on volume of water sold, was not reviewed as part of this study and report.

Connection and Trunk Line Availability Charges

Water and Sewer connection charges are estimated to be collected at time of building permit. The charges are to cover the cost of constructing and maintaining the utility systems.

The City presently does not have a connection charge for sanitary sewer. A charge is included for future years beginning with a rate of $1,000 in year 2013 and inflated annually at 3-percent; this rate is necessary to maintain sufficient revenue to pay for debt service on capital projects. This is reflected in the revenue shown in the financial plans for the Sanitary Sewer Fund.

In addition, the report and financial plans are based on the City increasing the amount it charges for connection to municipal water to a level needed to fund infrastructure expansion. The amount is shown at $1,000 for year 2013, which is an increase from the $140 presently charged. This amount is shown to increase annually by 3-percent.

Water and Sewer Trunk Line Availability Charges are estimated to be collected at time of development of property (with the development contract). The charge is necessary to pay for the cost of constructing and maintaing the trunk lines and related infrastructure of the systems.

Beginning with year 2013, the following is estimated for develpoment related charges for one residential equivalent connection (REC) unit:

City Sanitary Sewer Connection	$1,000
City Water Connecction	$1,000
City Sanitary Sewer Trunk Line Availability	$3,000
City Water Trunk Line Availability	$3,000
Met Council Sewer Availability Charge	$2,435
Total	$10,435

Projected Volume of Water Sold and Sanitary Sewer Billed

Annual estimated volume of water sold by tier and estimated sanitary sewer billed by year is included on

page 20. The chart on page 21 provides a break-down of the increase in volume of water sold comparing the estimated amount sold by year to existing customers, which is based on 2011 volumes, to the estimated amount that is attributed to growth in the customer base from future projected development. Information on the projected increase in residential equivalent connections (REC) by year is provided on page 35, the last page of the report.

City of Lake Elmo

Fee Schedule for Prior Years

	2007	2008	2009	2010	2011	2012 Budget
WATER AND SEWER SERVICE						
Residential						
Water Basic Service fee (per meter or per unit/qtr)	$23.50	$23.75	$25.00	$25.00	$25.00	$25.00
Sewer Basic Service fee (per meter or per unit/qtr)	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Water (per meter or per unit per 1,000 gallons):						
Tier 1: Water usage per first 15,000 gallons	$1.80	$2.05	$2.15	$2.10	$2.14	$2.14
Tier 2: Water usage +15,000 gallons to 30,000 gallons	$1.80	$2.05	$2.15	$2.80	$2.86	$2.86
Tier 3: Water usage +30,000 gallons to 50,000 gallons	$1.80	$2.05	$2.15	$3.70	$3.77	$3.77
Tier 4: Water usage +50,000 gallons to 80,000 gallons	$1.80	$2.05	$2.15	$4.90	$5.00	$5.00
Tier 5: Water usage +80,000 gallons	$1.80	$2.05	$2.15	$6.50	$6.63	$6.63
Sewer (per 1,000 gallons)	$2.75	$3.71	$4.08	$4.35	$4.50	$4.50
Commercial and Industrial						
Water Basic Service fee (per meter or per unit/qtr)	$23.50	$23.75	$25.00	$25.00	$25.00	$25.00
Sewer Basic Service fee (per meter or per unit/qtr)	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Water (per meter or per unit per 1,000 gallons):						
Tier 1: Water usage per first 10,000 gallons	$2.75	$3.00	$3.10	$3.05	$3.11	$3.11
Tier 2: Water usage +10,000 gallons to 25,000 gallons	$2.75	$3.00	$3.10	$3.20	$3.26	$3.26
Tier 3: Water usage +25,000 gallons	$2.75	$3.00	$3.10	$3.70	$3.77	$3.77
Tier 4: Water usage +29,000 gallons to next Tier	$2.75	$3.00	$3.10	$4.90	$5.00	$5.00
Tier 5: Water usage +36,000 gallons to next Tier	$2.75	$3.00	$3.10	$6.50	$6.63	$6.63
Sewer (per 1,000 gallons)	$2.75	$3.71	$4.08	$4.35	$4.50	$4.50
SURFACE WATER						
Residential (flat fee charged annually)	$30.00	$30.00	$35.00	$40.00	$50.00	$50.00
Non-Residential (flat fee charged annually based on equivalent res. unit)	$30.00	$30.00	$35.00	$40.00	$50.00	$50.00
SEWER CONNECTION CHARGES (collected with permit)						
Single family, duplex, townhouse, mobile home (per unit)	$0	$0	$0	$0	$0	$0
Comm/industrial, churches, schools, hospitals, nursing homes (per unit)	$0	$0	$0	$0	$0	$0
WATER CONNECTION CHARGES (collected with permit)						
Meter	$275	$275	$285	$300	$300	$300
Single family, duplex, townhouse, mobile home (per unit)	$140	$175	$130	$140	$140	$140
Comm/industrial, churches, schools, hospitals, nursing homes (per unit)	$140	$175	$130	$140	$140	$140
TRUNK LINE AVAILABILITY CHARGES (collected at time of development)						
Sewer availability charge per unit	$3,500	$3,500	$3,500	$3,300	$3,500	$3,500
MCES connection charge (per unit)	$2,150	$2,150	$2,150	$2,150	$2,230	$2,230
Water availability charge for new development per unit	$3,675	$3,675	$3,675	$3,900	$3,900	$3,900
Water availability charge for existing structures within Old Village	$800	$800	$800	$800	$800	$800

City of Lake Elmo

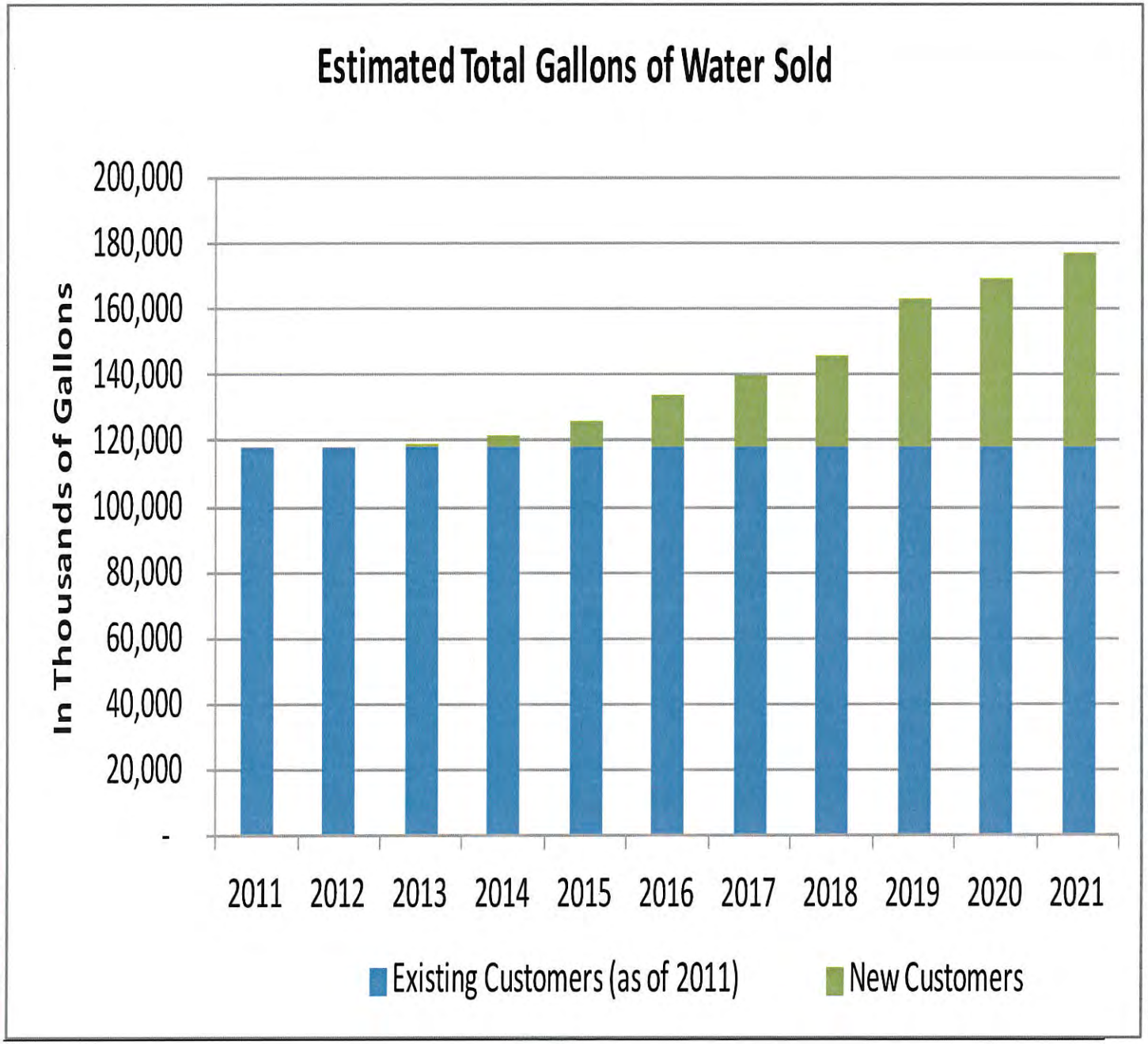
Fee Schedule Estimated for Future Years

	Annual % Incr Beg Yr 2013	2013	2014	2015	2016	2017	2018	2019	2020	2021
WATER AND SEWER SERVICE										
Residential										
Water Basic Service fee (per meter or per unit/qtr)	3.0%	$25.75	$26.52	$27.32	$28.14	$28.98	$29.85	$30.75	$31.67	$32.62
Sewer Basic Service fee (per meter or per unit/qtr)	3.0%	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Water (per meter or per unit per 1,000 gallons):										
Tier 1: Water usage per first 15,000 gallons	3.0%	$2.20	$2.27	$2.34	$2.41	$2.48	$2.56	$2.63	$2.71	$2.79
Tier 2: Water usage +15,000 gallons to 30,000 gallons	3.0%	$2.95	$3.03	$3.13	$3.22	$3.32	$3.41	$3.52	$3.62	$3.73
Tier 3: Water usage +30,000 gallons to 50,000 gallons	3.0%	$3.88	$4.00	$4.12	$4.24	$4.37	$4.50	$4.64	$4.78	$4.92
Tier 4: Water usage +50,000 gallons to 80,000 gallons	3.0%	$5.15	$5.30	$5.46	$5.63	$5.80	$5.97	$6.15	$6.33	$6.52
Tier 5: Water usage +80,000 gallons	3.0%	$6.83	$7.03	$7.24	$7.46	$7.69	$7.92	$8.15	$8.40	$8.65
Sewer (per 1,000 gallons)	3.0%	$4.64	$4.77	$4.92	$5.06	$5.22	$5.37	$5.53	$5.70	$5.87
Commercial and Industrial										
Water Basic Service fee (per meter or per unit/qtr)	3.0%	$25.75	$26.52	$27.32	$28.14	$28.98	$29.85	$30.75	$31.67	$32.62
Sewer Basic Service fee (per meter or per unit/qtr)	3.0%	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Water (per meter or per unit per 1,000 gallons):										
Tier 1: Water usage per first 10,000 gallons	3.0%	$3.20	$3.30	$3.40	$3.50	$3.61	$3.71	$3.82	$3.94	$4.06
Tier 2: Water usage +10,000 gallons to 25,000 gallons	3.0%	$3.36	$3.46	$3.56	$3.67	$3.78	$3.89	$4.01	$4.13	$4.25
Tier 3: Water usage +25,000 gallons	3.0%	$3.88	$4.00	$4.12	$4.24	$4.37	$4.50	$4.64	$4.78	$4.92
Tier 4: Water usage +29,000 gallons to next Tier	3.0%	$5.15	$5.30	$5.46	$5.63	$5.80	$5.97	$6.15	$6.33	$6.52
Tier 5: Water usage +36,000 gallons to next Tier	3.0%	$6.83	$7.03	$7.24	$7.46	$7.69	$7.92	$8.15	$8.40	$8.65
Sewer (per 1,000 gallons)	3.0%	$4.64	$4.77	$4.92	$5.06	$5.22	$5.37	$5.53	$5.70	$5.87
SURFACE WATER										
Residential (flat fee charged annually)	3.0%	$51.50	$53.05	$54.64	$56.28	$57.96	$59.70	$61.49	$63.34	$65.24
Non-Residential (flat fee charged annually based on equivalent res. unit)	3.0%	$51.50	$53.05	$54.64	$56.28	$57.96	$59.70	$61.49	$63.34	$65.24
SEWER CONNECTION CHARGES (collected with permit)										
Single family, duplex, townhouse, mobile home (per unit)	3.0%	$1,000	$1,030	$1,061	$1,093	$1,126	$1,159	$1,194	$1,230	$1,267
Comm/industrial, churches, schools, hospitals, nursing homes (per unit)	3.0%	$1,000	$1,030	$1,061	$1,093	$1,126	$1,159	$1,194	$1,230	$1,267
WATER CONNECTION CHARGES (collected with permit)										
Meter	3.0%	$309	$318	$328	$338	$348	$358	$369	$380	$391
Single family, duplex, townhouse, mobile home (per unit)	3.0%	$1,000	$1,030	$1,061	$1,093	$1,126	$1,159	$1,194	$1,230	$1,267
Comm/industrial, churches, schools, hospitals, nursing homes (per unit)	3.0%	$1,000	$1,030	$1,061	$1,093	$1,126	$1,159	$1,194	$1,230	$1,267
TRUNK LINE AVAILABILITY CHARGES (collected at time of development)										
Sewer availability charge per unit	3.0%	$3,000	$3,090	$3,183	$3,278	$3,377	$3,478	$3,582	$3,690	$3,800
MCES connection charge (per unit)	2.0%	$2,435	$2,484	$2,533	$2,584	$2,636	$2,688	$2,742	$2,797	$2,853
Water availability charge for new development per unit	3.0%	$3,000	$3,090	$3,183	$3,278	$3,377	$3,478	$3,582	$3,690	$3,800
Water availability charge for existing structures within Old Village	3.0%	$824	$849	$874	$900	$927	$955	$984	$1,013	$1,044

City of Lake Elmo

Customer Equivalent Units, Volume of Water and Sanitary Sewer Service Billed

		Future Estimates for Financial Plans									
		1	2	3	4	5	6	7	8	9	10
	2011	2012 Budget	2013	2014	2015	2016	2017	2018	2019	2020	2021
Volume figures below are annual amounts and shown in 1,000 of Gallons											
Residential											
Water Basic Service fee (per meter or per unit/qtr)	874	874	881	910	948	1,012	1,058	1,109	1,260	1,311	1,369
Sewer Basic Service fee (per meter or per unit/qtr)	874	874	881	910	948	1,012	1,058	1,109	1,260	1,311	1,369
Water (per meter or per unit):											
Tier 1: Water usage per first 15,000 gallons	52,440	52,440	52,860	54,580	56,905	60,715	63,490	66,565	75,610	78,655	82,150
Tier 2: Water usage +15,000 gallons to 30,000 gallons	7,500	7,500	7,560	7,806	8,139	8,683	9,080	9,520	10,814	11,249	11,749
Tier 3: Water usage +30,000 gallons to 50,000 gallons	5,000	5,000	5,040	5,204	5,426	5,789	6,054	6,347	7,209	7,500	7,833
Tier 4: Water usage +50,000 gallons to 80,000 gallons	6,841	6,841	6,896	7,120	7,423	7,921	8,283	8,684	9,864	10,261	10,717
Tier 5: Water usage +80,000 gallons	15,500	15,500	15,624	16,133	16,820	17,946	18,766	19,675	22,348	23,249	24,282
Total Water Volume Sold	87,281	87,281	87,980	90,843	94,713	101,054	105,673	110,791	125,845	130,913	136,730
Sewer (per 1,000 gallons)	2,337	2,337	2,356	2,432	2,536	2,706	2,829	2,966	3,369	3,505	3,661
Commercial and Industrial											
Water Basic Service fee (per meter or per unit/qtr)	109	109	109	109	112	114	120	124	132	135	143
Sewer Basic Service fee (per meter or per unit/qtr)	109	109	109	109	112	114	120	124	132	135	143
Water (per meter or per unit):											
Tier 1: Water usage per first 10,000 gallons	6,540	6,540	6,540	6,540	6,690	6,840	7,215	7,440	7,890	8,115	8,565
Tier 2: Water usage +10,000 gallons to 25,000 gallons	1,000	1,000	1,000	1,000	1,023	1,046	1,103	1,138	1,206	1,241	1,310
Tier 3: Water usage +25,000 gallons	1,000	1,000	1,000	1,000	1,023	1,046	1,103	1,138	1,206	1,241	1,310
Tier 4: Water usage +29,000 gallons to next Tier	3,000	3,000	3,000	3,000	3,069	3,138	3,310	3,413	3,619	3,722	3,929
Tier 5: Water usage +36,000 gallons to next Tier	19,416	19,416	19,416	19,416	19,861	20,307	21,420	22,088	23,424	24,092	25,428
Total Water Volume Sold	30,956	30,956	30,956	30,956	31,666	32,376	34,151	35,216	37,346	38,411	40,541
Sewer (per 1,000 gallons)	10,000	10,000	10,000	10,000	10,229	10,459	11,032	11,376	12,064	12,408	13,096
TOTAL ESTIMATED WATER BILLED (IN 1,000 OF GALLONS)	118,237	118,237	118,936	121,799	126,379	133,430	139,824	146,007	163,191	169,324	177,271



The chart includes water sold to both commercial and residential property. The increase in volume of water sold to new customers is based on the projected new connections (from new development) that is estimated to occur in the future years. The analysis assumes the volume sold to existing customers (2011 is the base year) remains constant.

FINANCIAL PLANS

Based on historical financial performance, current utility rates and structure, and anticipated future capital projects, the following financial plans (pro forma)have been prepared for the utility funds.

Key Assumptions

The financial plans for each of the utility funds was developed based on several key assumptions which are as follows:

- Operating expenditures, including personnel costs and materials supplies and all other operating expense will increase by 2 percent per year.
- No change in existing tier structure for fees and charges.
- Depreciation is held constant in the financial plans. Future depreciation expense will increase with the addition of infrastructure assets but for the purposes of this report the amount was held constant. Future updates to the financial plans will need to consider funding of depreciation and replacement of infrastructure.
- Current capital improvement plan will be implemented at estimated project costs and sources of funding. This includes an increase in future debt service for payment on bonds to be issued.
- Utility fees for use of the system (i.e., volume of water) are shown to increase at the rate of 3 percent per year for years 2013 to 2021. The percent increase is across all elements of the City's current rate structure, including the base and tier rates. Actual year to year activity (i.e., volume of water sold, operating expenditures, etc) and actual expenditure on capital projects will determine what actual rates will need to be set at in order to maintain adequate cash in the utility funds.
- Connection and availability charges are shown to increase at the rate of 3 percent per year. Revenue from these charges will be needed to pay for the expansion of the system and the planned capital projects and related debt service.
- Water connection charge is increased from $140 in 2012 to $3,000 beginning in year 2013. The water connection charge is than adjusted annually at the rate of 3 percent.
- Sewer connection charge is implemented beginning in year 2013. The City presently does not charge for sewer connection. Initially shown to be set at $3,000 than adjusted annually at the rate of 3 percent.
- Metropolitan Council Environmental Services (MCES) connection charge is shown to increase by an estimated 2 percent per year. The actual annual amounts will be set by MCES.
- The proposed future utility fees and charges are shown to increase at a level that is adequate to maintain a positive cash balance in the funds and to meet a goal of maintaining cash balance at 50 percent of operating expenditures.

CITY OF LAKE ELMO
WATER FUND FINANCIAL PLAN

	Notes	2010	2011	1 2012 Budget	2 2013	3 2014	4 2015	5 2016	6 2017	7 2018	8 2019	9 2020	10 2021
					Projected								
SOURCE OF FUNDS:													
Operating:													
Customer Billing Revenue	ADJ TOTAL	502,464	511,474	440,000	578,765	609,242	650,341	705,369	761,748	818,466	938,372	1,002,178	1,081,357
Bulk water sales	FLAT	-	6,667	-	6,000	6,000	6,000	6,000	6,000	6,000	6,000	6,000	6,000
Special assessments	SEE AUDIT	3,774	(327)	2,500	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000
Water meter sales	SEE SCHED	11,121	9,165	5,000	8,652	31,615	43,272	73,946	52,167	53,732	55,344	57,005	58,715
Trunk Line Fees	SEE SCHED	78,000	74,100	48,000	600,000	927,000	1,129,859	1,096,552	759,718	347,782	358,216	184,481	190,016
Connection Fees	SEE SCHED				28,000	118,107	175,049	288,480	236,357	255,040	755,835	268,113	333,161
Investment earnings	1%	10,580	9,903	4,000	7,199	11,596	20,174	16,956	20,982	25,230	28,436	38,626	42,981
Rents	1%	45,226	48,555	36,000	27,600	27,600	27,600	27,600	27,600	27,600	27,600	27,600	27,600
Total Operating Sources		651,165	659,537	535,500	1,260,216	1,735,160	2,056,294	2,218,902	1,868,573	1,537,851	2,173,803	1,588,003	1,743,829
Non-Operating:													
Bond Proceeds	SEE CIP	23,928	56,226	-	3,540,000	-	-	2,000,000	-	-	-	-	-
Grants	SEE CIP				1,000,000	-	-	-	-	-	-	-	-
Intergovernmental	SEE CIP				1,000,000	-	-	-	-	-	-	-	-
Trsf In from Other/TIF/Developer	SEE CIP				-	400,000	-	250,000	350,000	-	-	-	-
Assessment/Litigation judgment	ESTIMATE					-							
Trsf In from Other/Due From Oth Funds	SEE AUDIT	50,000	50,000	25,000	-	-	-	-	-	-	-	-	-
Contribution of capital assets	SEE AUDIT	187,401											
Total Non-Op Sources		261,329	106,226	25,000	5,540,000	400,000	-	2,250,000	350,000	-	-	-	-
Total Source of Funds		912,494	765,763	560,500	6,800,216	2,135,160	2,056,294	4,468,902	2,218,573	1,537,851	2,173,803	1,588,003	1,743,829
USE OF FUNDS:													
Operating:													
Personnel	2%	102,711	103,651	103,845	105,922	108,040	110,201	112,405	114,653	116,946	119,285	121,671	124,104
NonPersonnel	2%	272,216	220,119	259,725	264,920	270,218	275,622	281,135	286,757	292,493	298,342	304,309	310,395
Depreciation*	2%	324,818	324,192	340,000	340,000	340,000	340,000	340,000	340,000	340,000	340,000	340,000	340,000
Increase in O&M from future Improv	2%												
Total Operating Uses		699,745	647,962	703,570	710,841	718,258	725,823	733,540	741,411	749,439	757,628	765,980	774,500
Non-Operating:													
Capital improvements/acquisition	SEE CIP	33,320	12,831	-	5,540,000	400,000	1,500,000	3,175,000	600,000	City hasn't identified but does anticipate there will be future capital spending in years 2018 to 2021 not accounted for here.			
Surface Water Loan Payment	SEE CIP	56,226											
GO Water Rev Bond 2002B	SEE CIP												
GO Water Rev Bond 2005A	SEE CIP	175,025	175,025	175,025	300,025	320,650	315,250						
GO Ref Bond 2009A (Refund 2002B)	SEE CIP	51,131	55,069	54,680	53,680	52,480	51,280	49,880	53,680	52,128	55,575	53,850	51,925
GO Ref Bond 2012A (Refund 2005A)	SEE CIP							281,043	272,143	293,343	284,043	279,843	270,643
Future Debt Service on Bonds	SEE DEBT				95,958	125,958	125,778	166,818	466,563	462,348	397,473	392,923	392,833
Bond Discount Amortization*	SEE CIP	7,418	7,418	7,418	6,277	6,277	6,277	6,277	6,277	6,277	6,277	6,277	6,277
Other (Adjustments)	REC TO AUDIT	2,402	11,818										
Trsf out to Other/Due to Oth Funds	SEE AUDIT												
Total Non-Operating		325,522	262,161	237,123	5,995,940	905,365	1,998,585	3,679,018	1,398,663	814,095	743,368	732,893	721,678
Total Use of Funds		1,025,267	910,123	940,693	6,706,781	1,623,623	2,724,408	4,412,557	2,140,073	1,563,534	1,500,995	1,498,873	1,496,177
NET DIFFERENCE SOURCES AND USES		(112,773)	(144,360)	(380,193)	93,435	511,537	(668,114)	56,344	78,500	(25,683)	672,808	89,130	247,651
CASH BALANCE													
Available Cash Balance Purposes:													
Maintain 50% of operating expense as reserve		323,981	351,785	355,421	359,129	362,912	366,770	370,705	374,719	378,814	382,990	387,250	398,867
Net available for capital		241,427	400,873	364,462	800,466	1,654,497	1,328,802	1,727,488	2,148,250	2,464,750	3,479,658	3,910,805	4,493,116
Ending Cash Balance		565,408	752,658	719,883	1,159,595	2,017,409	1,695,572	2,098,193	2,522,970	2,843,563	3,862,648	4,298,055	4,891,984

CITY OF LAKE ELMO

SANITARY SEWER FINANCIAL PLAN

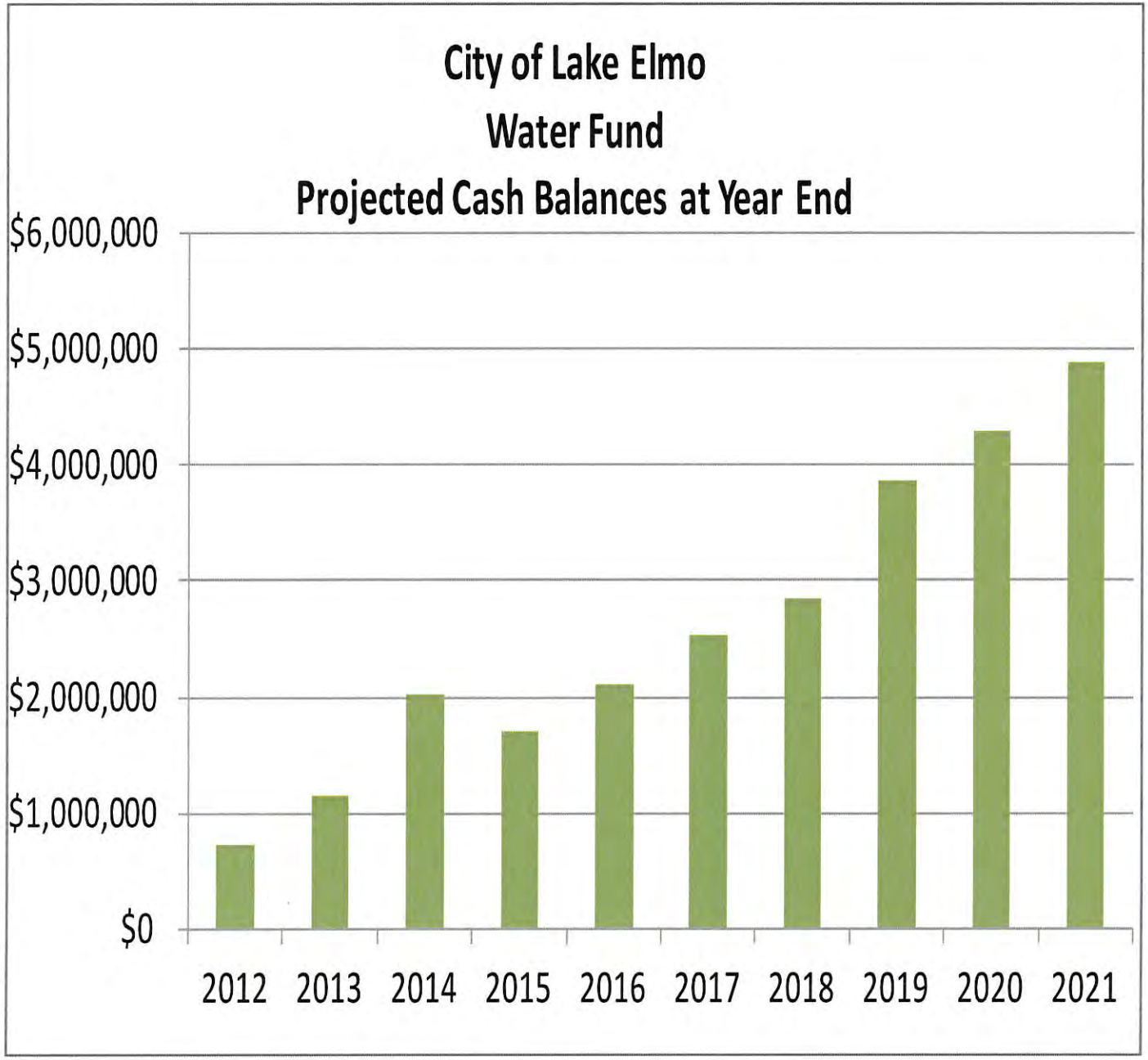
	Notes	2010	2011	1 2012 Budget	2 2013	3 2014	4 2015	5 2016	6 2017	7 2018	8 2019	9 2020	10 2021
					Projected								
SOURCE OF FUNDS:													
Operating:													
Customer Billing Revenue		48,508	53,012	50,000	57,268	59,352	62,770	66,674	72,311	77,065	85,416	90,713	98,389
Interest income	1%	631	417	100	(166)	4,865	12,863	22,311	32,689	39,338	39,171	46,704	47,270
Special assessments	SEE AUDIT	-	-	-		-	-	-	-	-	-	-	-
Trunk Line fees	SEE SCHED	2,400	1,785	-	600,000	927,000	1,129,859	1,096,552	759,718	347,782	358,216	184,481	190,016
Connection fees	SEE SCHED				28,000	118,107	175,049	288,480	236,357	255,040	755,835	268,113	333,161
MCES fee collected					446,000	730,500	881,714	847,414	581,409	263,572	268,844	137,110	139,852
Total Operating Sources		51,539	55,214	50,100	1,131,101	1,839,823	2,262,253	2,321,430	1,682,485	982,797	1,507,481	727,121	808,688
Non-Operating:													
Bond Proceeds	SEE CIP	-	-	-	3,500,000	1,200,000	1,100,000	-	-	-	-	-	-
Grants	SEE CIP	-	-	-	1,000,000	-	-	-	-	-	-	-	-
Intergovernmental	SEE CIP				-	-	-	180,000	180,000	-	-	-	-
Trsf In from Other/TIF/Developer	SEE CIP	-	-	-	-	400,000	-	420,000	420,000	-	-	-	-
Total Non-Op Sources		-	-	-	4,500,000	1,600,000	1,100,000	600,000	600,000	-	-	-	-
Total Source of Funds		51,539	55,214	50,100	5,631,101	3,439,823	3,362,253	2,921,430	2,282,485	982,797	1,507,481	727,121	808,688
USE OF FUNDS:													
Operating:													
Personnel	2%	22,996	22,837	23,403	23,871	24,348	24,835	25,332	25,839	26,356	26,883	27,420	27,969
NonPersonnel	2%	29,777	41,521	70,400	71,808	73,244	74,709	76,203	77,727	79,282	80,867	82,485	84,135
MCES Payment (offset by fee collected)					446,000	730,500	881,714	847,414	581,409	263,572	268,844	137,110	139,852
Depreciation	2%	8,740	9,000	9,200	9,200	9,200	9,200	9,200	9,200	9,200	9,200	9,200	9,200
Increase in O&M from future Improv	2%												
Total Operating Uses		61,513	73,358	103,003	550,879	837,293	990,458	958,149	694,175	378,410	385,794	256,215	261,156
Non-Operating:													
Capital	SEE CIP				4,500,000	1,600,000	1,100,000	600,000	600,000	300,000	City hasn't identified but does anticipate there will be future capital spending in years 2019 to 2021 not accounted for here.		
Existing Debt Service	SEE DEBT												
Future Debt Service on Bonds to be Issued	SEE DEBT				86,285	211,910	336,260	334,610	332,660	330,310			
Other (Adjustments)	REC TO AUDIT	17,015	(6,980)										
Trsf out to Other/Due to Oth Funds	NONE												
Total Non-Operating		17,015	(6,980)	-	4,586,285	1,811,910	1,436,260	934,610	932,660	630,310	377,560	423,435	467,835
Total Use of Funds		78,528	66,378	103,003	5,137,164	2,649,203	2,426,718	1,892,759	1,626,835	1,008,720	763,354	679,650	728,991
NET DIFFERENCE SOURCES AND USES		(26,989)	(11,164)	(52,903)	493,937	790,621	935,535	1,028,671	655,649	(25,922)	744,127	47,470	79,697
CASH BALANCE													
Available Cash Balance Purposes:													
Estimate of 50% of operating expense for reserve		36,679	51,502	275,440	418,646	495,229	479,074	347,088	189,205	192,897	128,108	130,578	134,495
Net available for capital		(7,453)	(24,440)	(292,081)	67,850	791,088	1,751,978	2,921,836	3,744,568	3,724,153	4,542,270	4,596,470	4,681,449
Ending Cash Balance		29,226	27,062	(16,641)	486,496	1,286,317	2,231,052	3,268,923	3,933,773	3,917,050	4,670,377	4,727,047	4,815,944

CITY OF LAKE ELMO

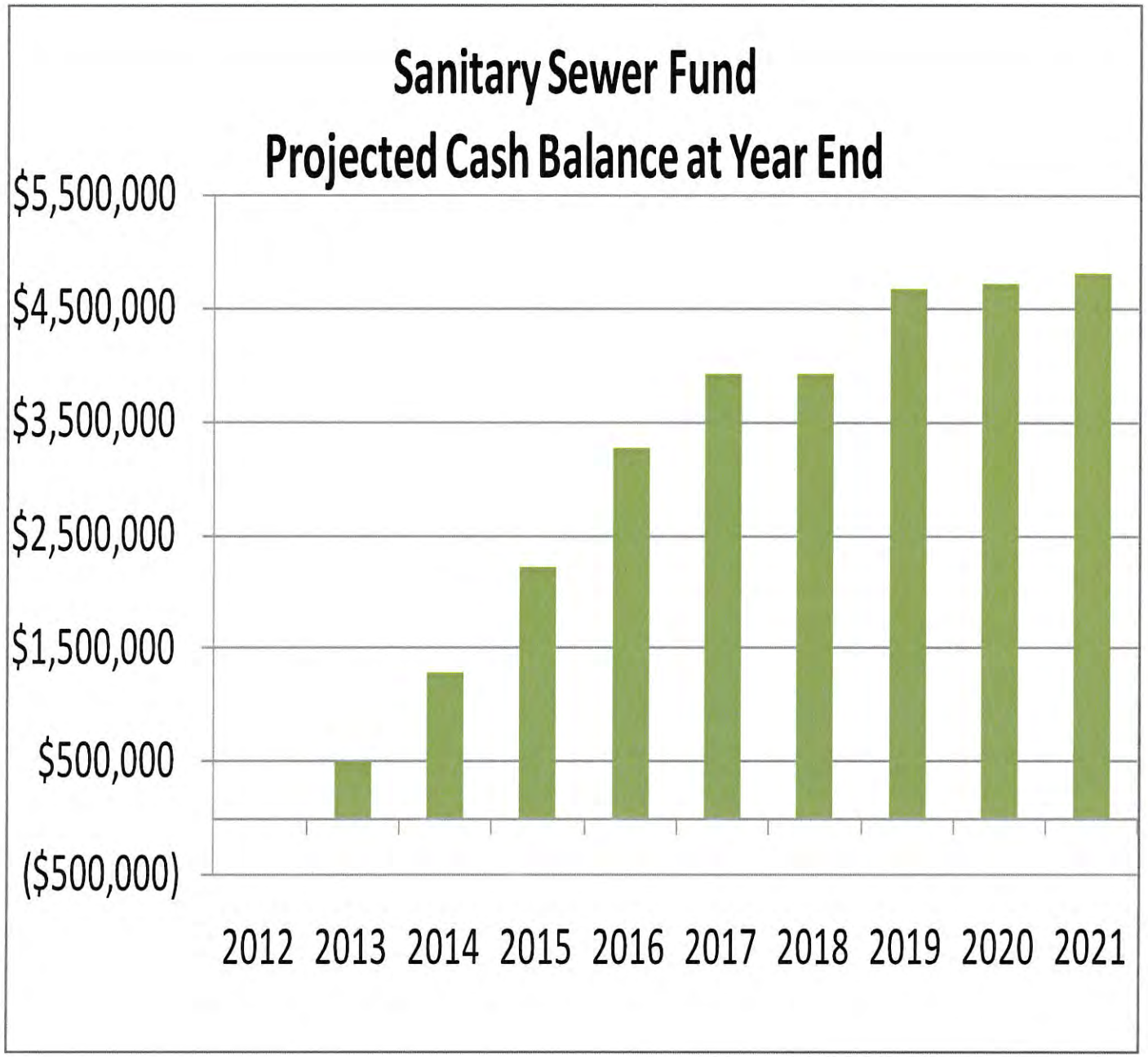
STORM SEWER FINANCIAL PLAN

	Notes	2010	2011	1 2012 Budget	2 2013	3 2014	4 2015	5 2016	6 2017	7 2018	8 2019	9 2020	10 2021
					Projected								
SOURCE OF FUNDS:													
Operating:													
Customer Billing Revenue		185,245	235,252	150,000	228,378	235,229	242,286	249,554	257,041	264,752	272,695	280,876	289,302
Interest income	1%	(83)	468	-	71	685	1,341	2,040	2,783	3,574	4,413	5,304	6,247
Other Miscellaneous	SEE AUDIT	32,721	17,000	17,500		-	-	-	-	-	-	-	-
Total Operating Sources		217,883	252,720	167,500	228,449	235,914	243,627	251,594	259,825	268,326	277,108	286,179	295,549
Non-Operating:													
Bond Proceeds	SEE CIP	-	-	-				-	-	-	-	-	-
Grants	SEE CIP	-	-	-		-	-	-	-	-	-	-	-
Trsf In from Other/TIF/Developer	SEE CIP	-	-	-	-		-			-	-	-	-
Total Non-Op Sources		-	-	-	-	-	-	-	-	-	-	-	-
Total Source of Funds		217,883	252,720	167,500	228,449	235,914	243,627	251,594	259,825	268,326	277,108	286,179	295,549
USE OF FUNDS:													
Operating:													
Personnel	2%	39,855	41,134	40,532	41,343	42,169	43,013	43,873	44,751	45,646	46,559	47,490	48,439
NonPersonnel	2%	96,341	95,062	123,200	125,664	128,177	130,741	133,356	136,023	138,743	141,518	144,348	147,235
Depreciation	2%	15,188	15,188	15,188	15,188	15,188	15,188	15,188	15,188	15,188	15,188	15,188	15,188
Total Operating Uses		151,384	151,384	178,920	182,195	185,535	188,942	192,417	195,961	199,577	203,265	207,026	210,863
Non-Operating:													
Capital	SEE CIP												
Existing Debt Service	NONE												
Future Debt Service on Bonds to be Issued	SEE DEBT												
Other (Adjustments)	REC TO AUDIT	81,687	113,197										
Trsf out to Other/Due to Oth Funds	NONE												
Total Non-Operating		81,687	113,197	-	-	-	-	-	-	-	-	-	-
Total Use of Funds		233,071	264,581	178,920	182,195	185,535	188,942	192,417	195,961	199,577	203,265	207,026	210,863
NET DIFFERENCE SOURCES AND USES		(15,188)	(11,861)	(11,420)	46,254	50,380	54,685	59,177	63,863	68,749	73,844	79,153	84,686
CASH BALANCE													
Available Cash Balance Purposes:													
Estimate of 50% of operating expense for reserve		75,692	89,460	91,097	92,767	94,471	96,208	97,981	99,788	101,632	103,513	105,431	108,594
Net available for capital		(75,692)	(86,133)	(84,002)	(24,230)	39,634	107,770	180,363	257,606	339,700	426,851	519,274	615,985
Ending Cash Balance		-	3,327	7,095	68,537	134,105	203,978	278,343	357,395	441,332	530,364	624,705	724,579

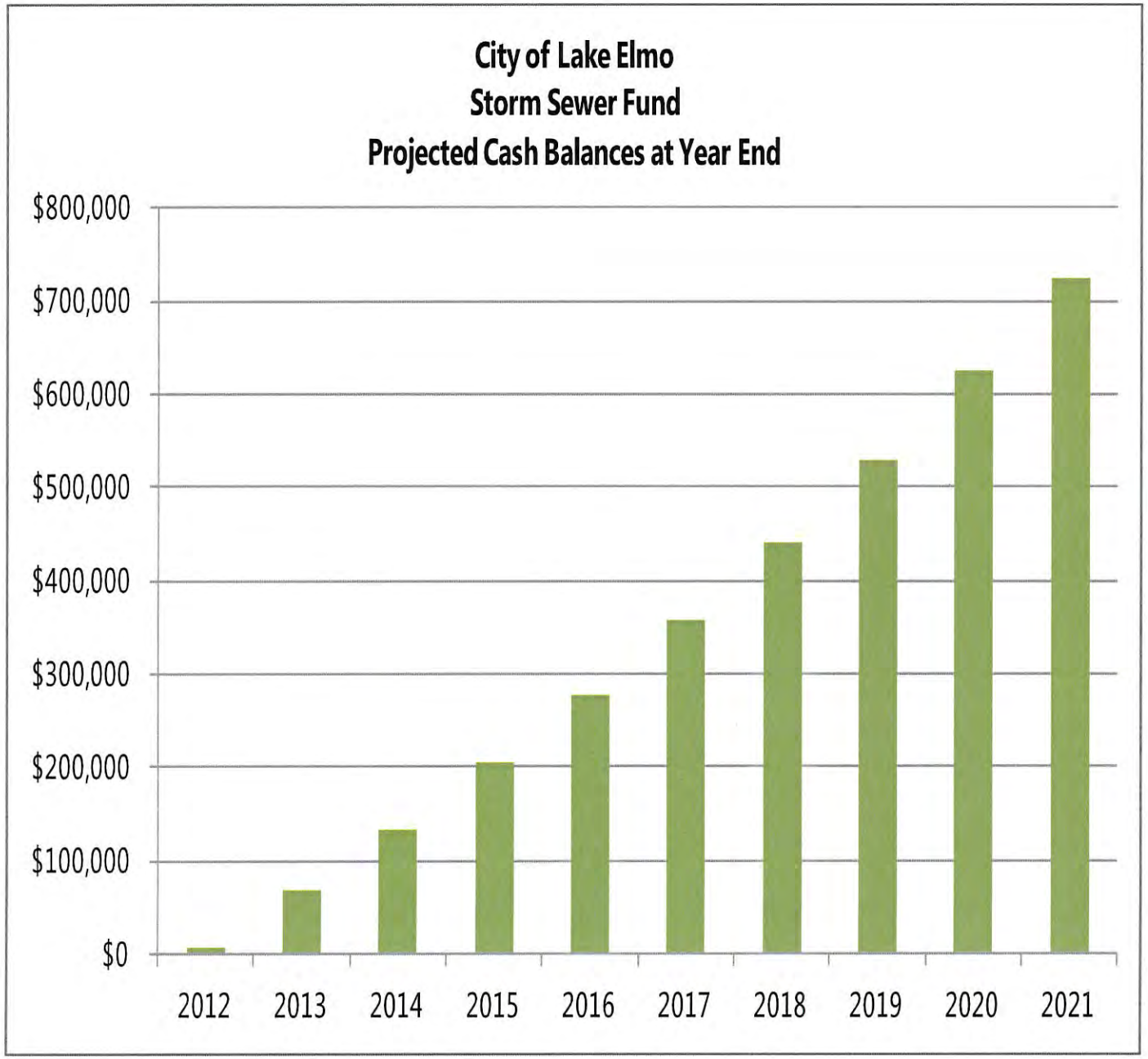
City hasn't identified but does anticipate there will be future capital spending in years 2018 to 2021 not accounted for here.



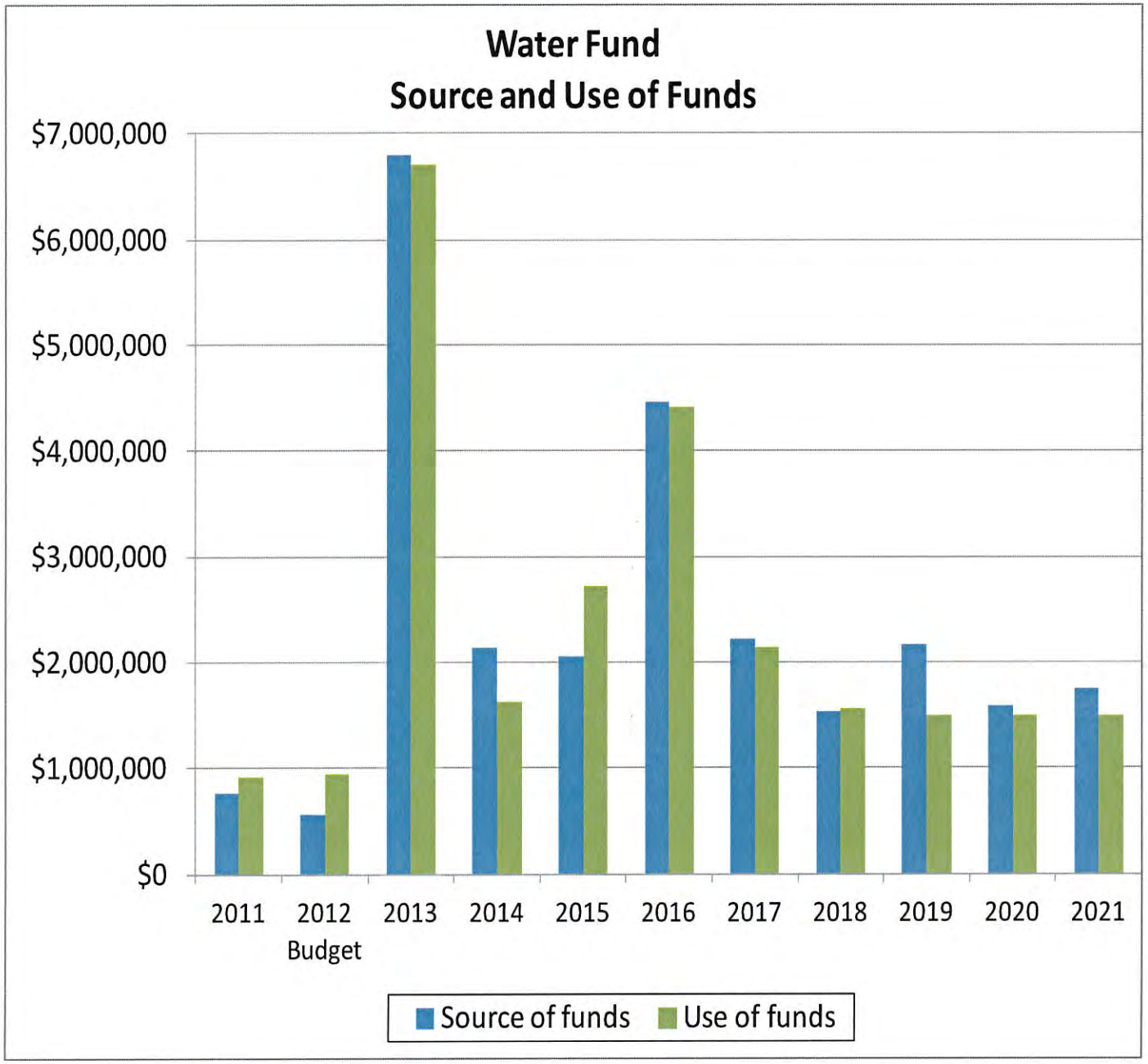
The Capital Improvement Plan anticipates the use of cash in years 2015, 2016, and 2017 for capital projects in lieu of bonding. Year 2015 includes the largest use of cash for capital, estimated at $1.5 million in this year. The City may determine to increase or decrease the planned issuance of bonds depending on the actual amount of cash available in the in future years to pay for project costs or future debt service. The decision will depend on the amount of cash available which is a factor of the rate of growth from new development and the timing of collection of connection and availability charges and capital spending.



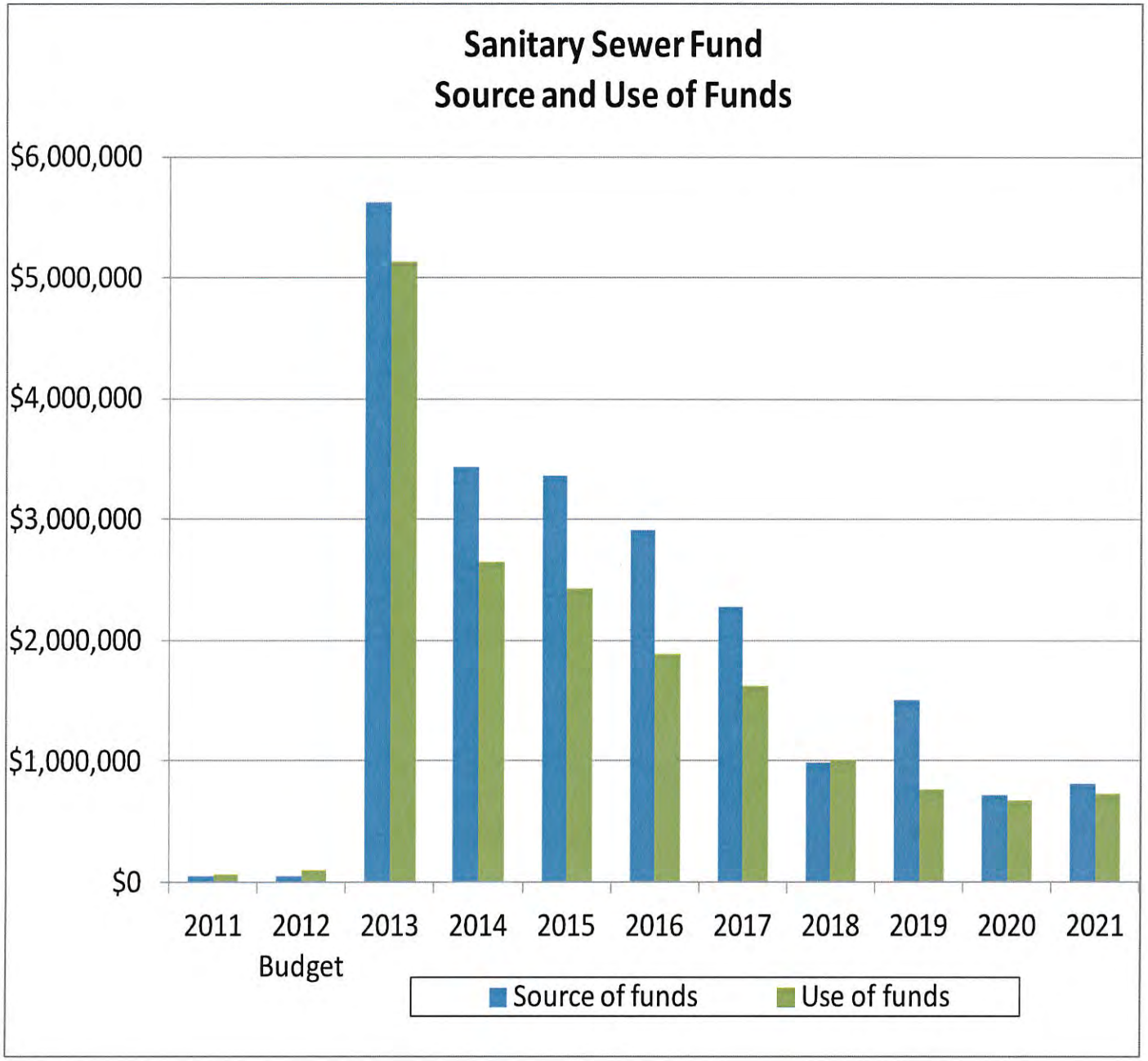
The City's CIP anticipates bonding to pay for capital improvement projects, with the exception of $300,000 in year 2018. The City may determine to increase or decrease the planned issuance of bonds depending on the actual amount of cash available in the in future years to pay for project costs or future debt service. The decision will depend on the amount of cash available which is a factor of the rate of growth from new development and the timing of collection of connection and availability charges and capital spending.



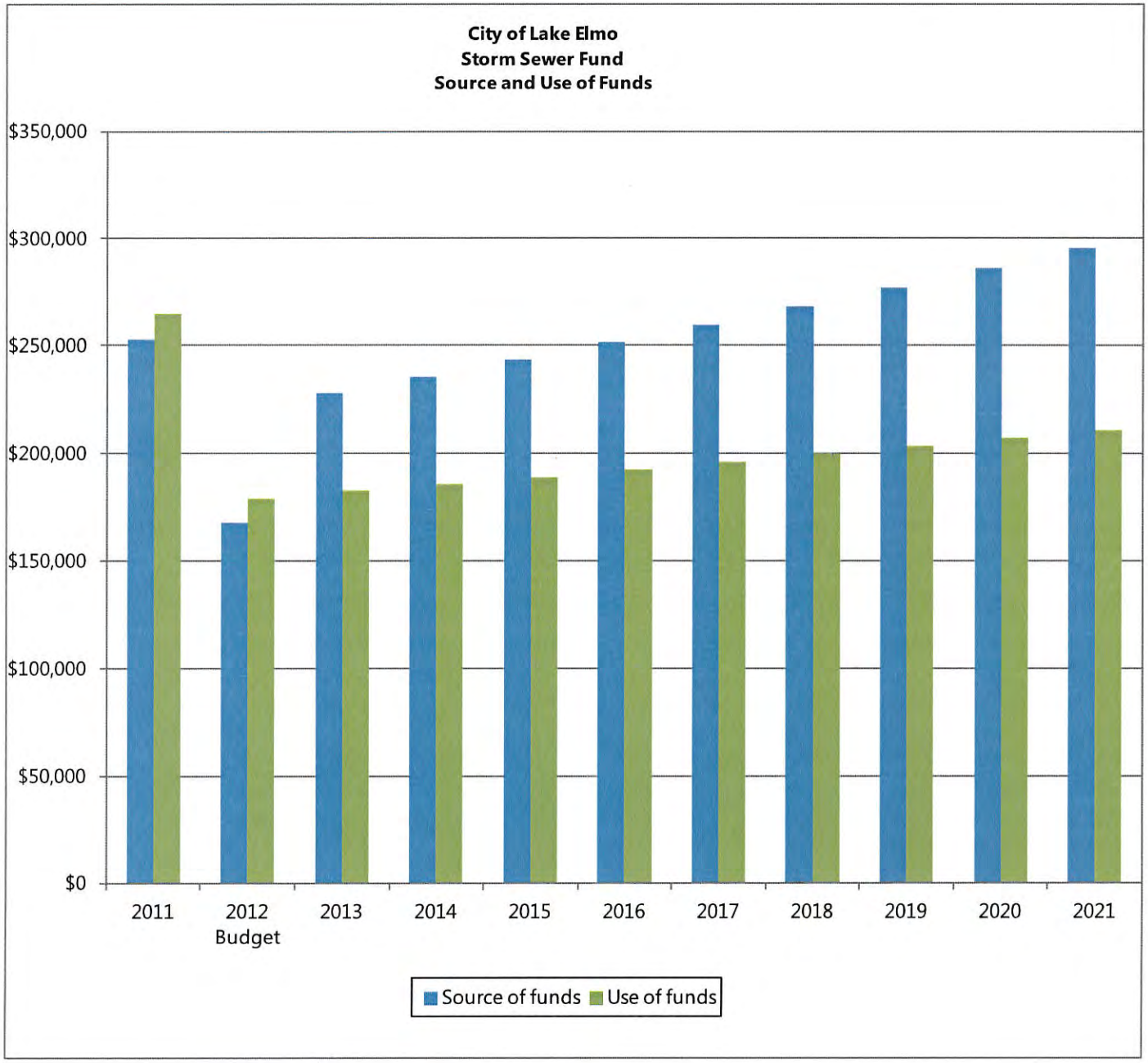
The steady increase in cash balance in the Storm Sewer Fund is due to the assumption that the annual charge for service will increase by 3 percent annually and growth in expenditures will increase by 2 percent annually. The Storm Sewer Fund has no outstanding debt or planned use of cash for capital improvements at this time. Possible addition of capital spending in the future will impact the projected cash balances. If there is no future introduction of plans for capital improvements, the City may determine that future rate increases may not be necessary at the level included in the report.



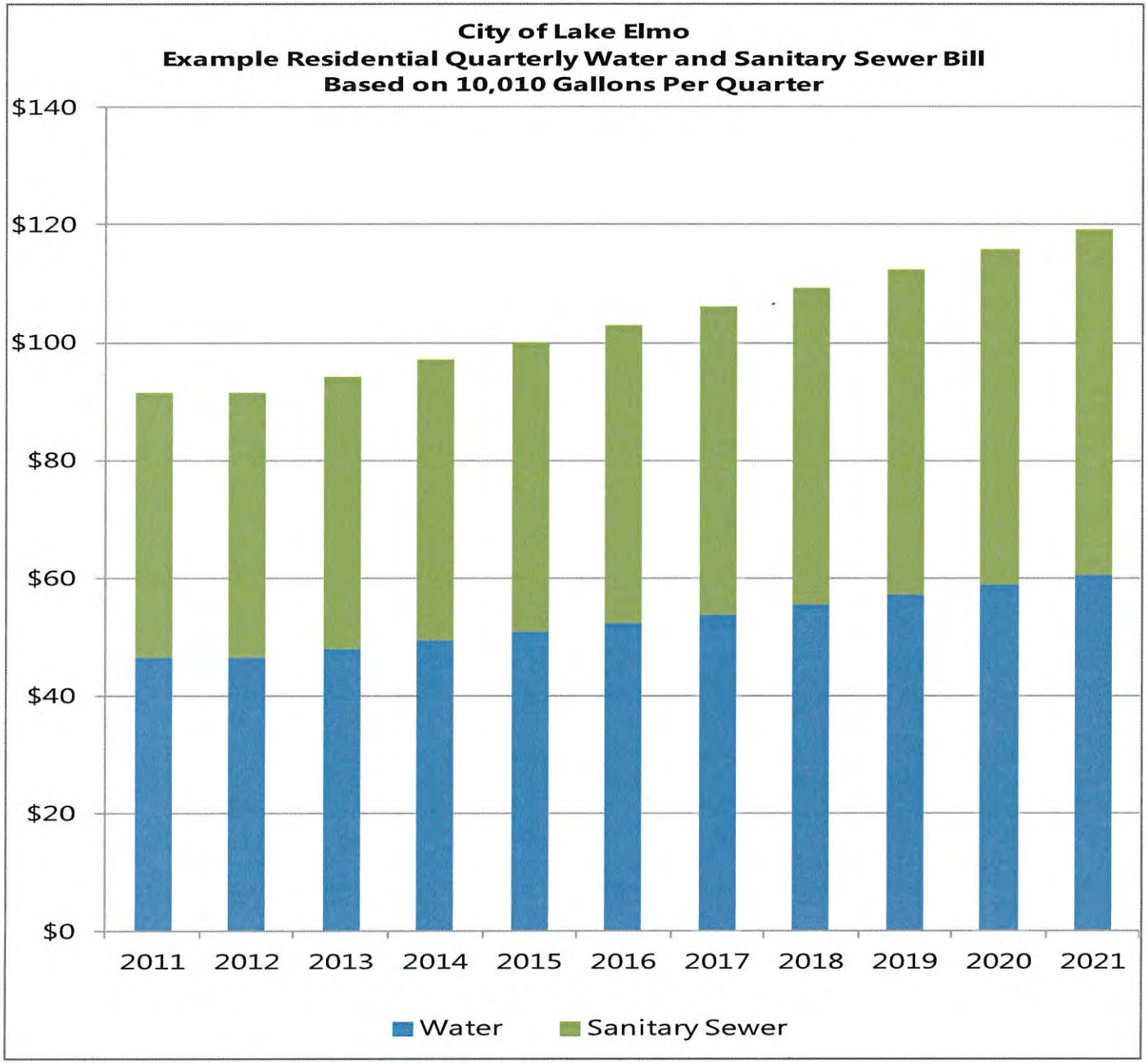
The annual projected source and use of funds varies due to the timing of capital improvement projects and planned use of cash. The other major factor is payment of debt service. For example, in year 2015 and 2016, the City plans to use $1,500,000 and $925,000 of cash for capital improvements, respectively by year.



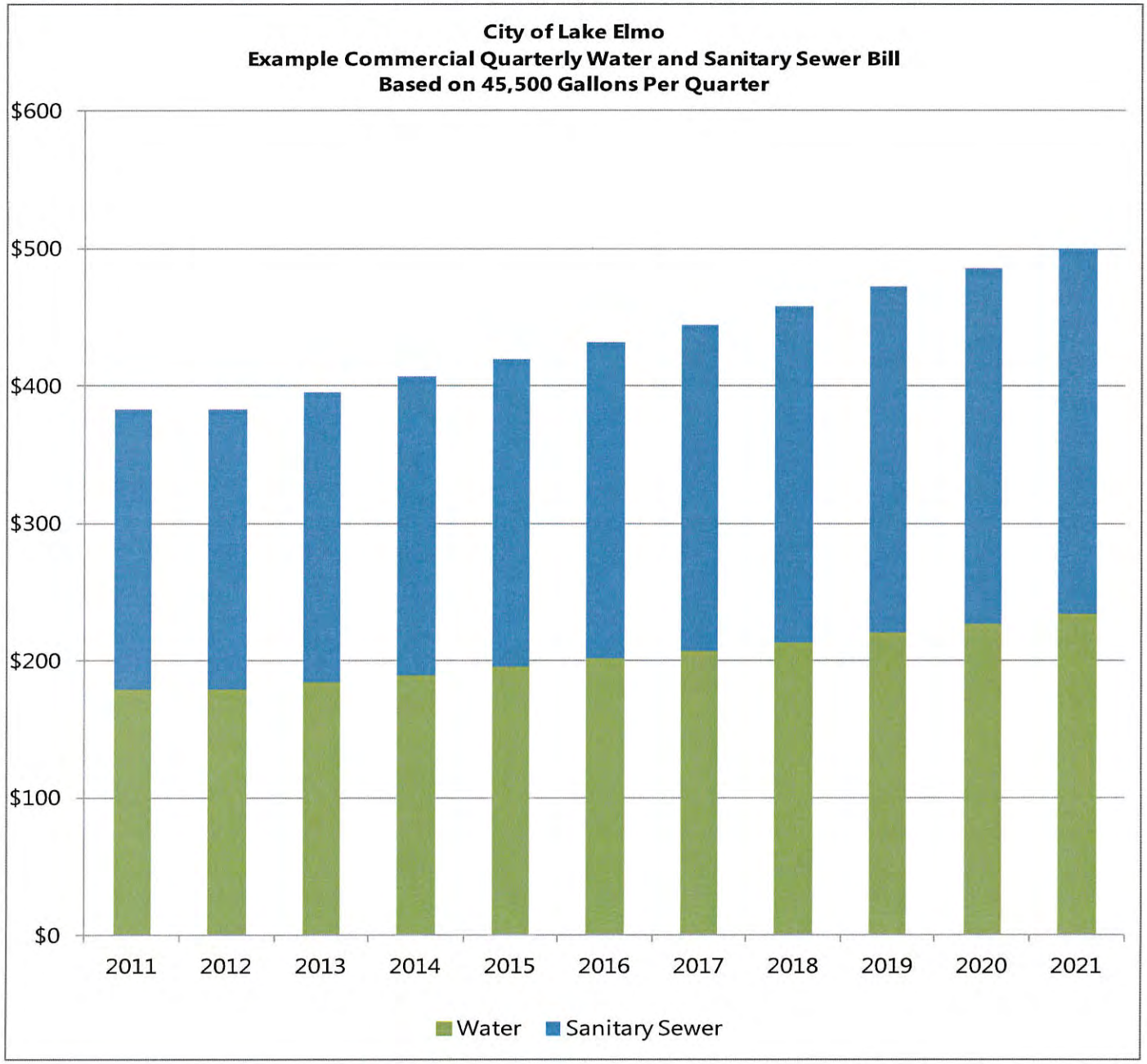
Projected source of funds exceeds use of funds, with the exception of year 2018. In year 2018, the City anticipates the use of $300,000 of cash from the fund for capital improvements.



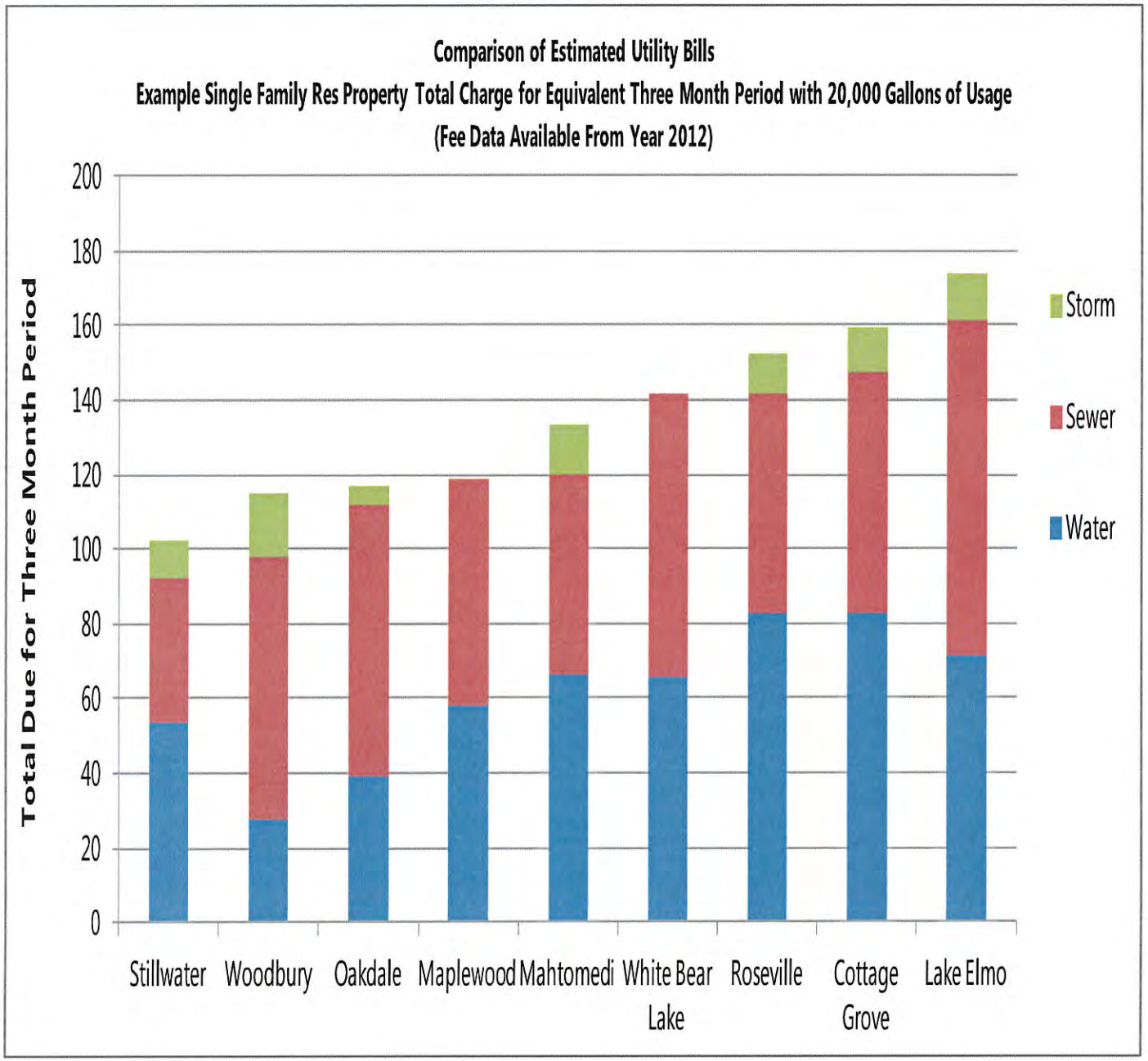
The source of funds is projected to exceed the use of funds each year due to the projected 3 percent increase in the fee charged and 2 percent increase in annual operating expenditures. The Storm Sewer Fund has no outstanding debt or planned use of cash for capital improvements at this time. Possible addition of capital spending in the future will impact the projected cash balances and the draw-down of fund balance. The City may determine to reduce the planned increase in the fee depending on actual expenditures.



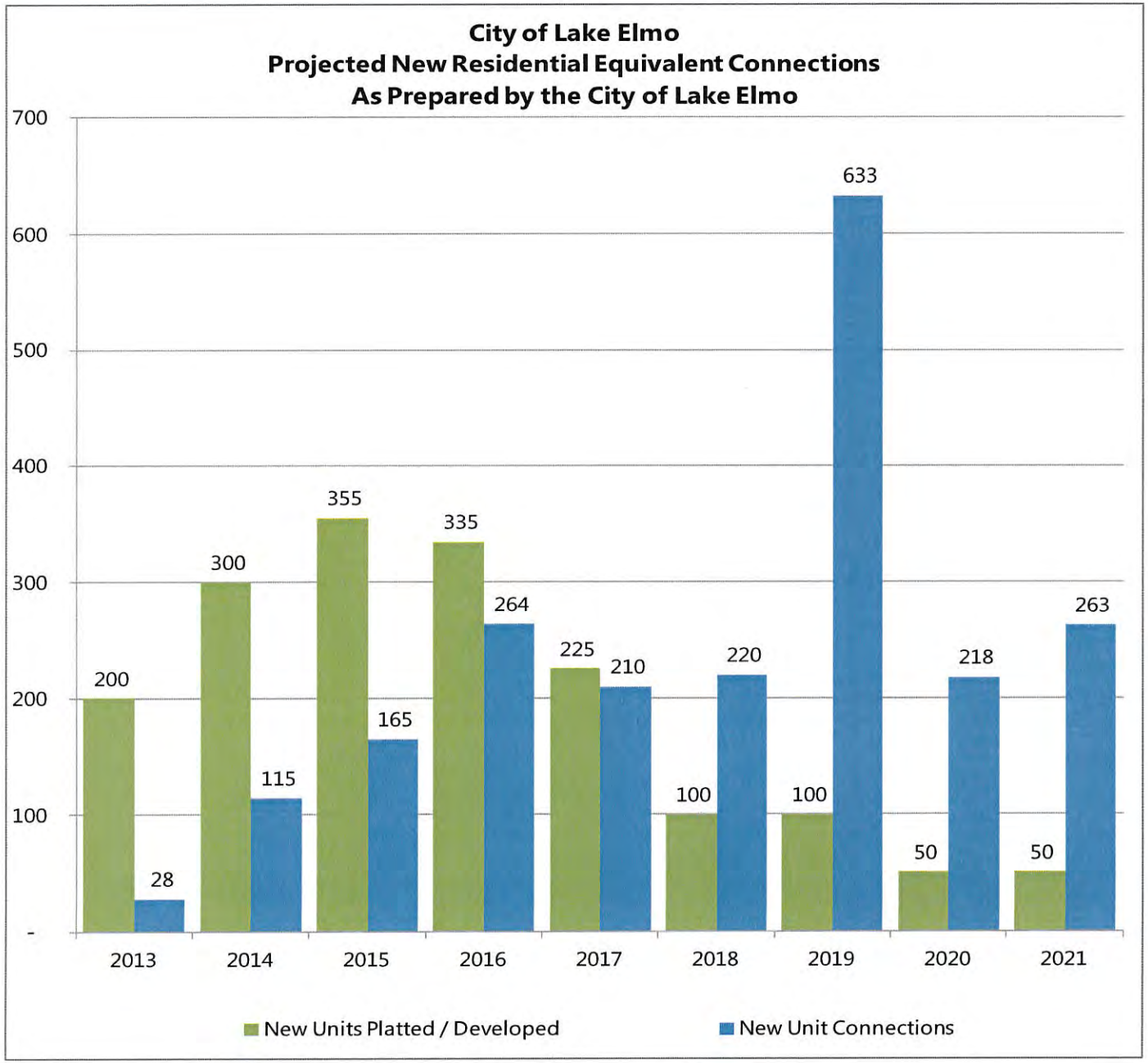
The quarterly charge amounts shown in this chart are based on the fee schedule shown on page 19. The estimated volume of 10,010 is for household water usage. Property with a sprinkler system will have a higher average volume .



The quarterly charge amounts shown in this chart are based on the fee schedule shown on page 19.



As the City of Lake Elmo's number of customers and volume of water sold increases, the City will have more customer units (and volume) to spread its fixed costs over and as a result the City of Lake Elmo's utility rates should begin to align more closely with other more developed cities utility rates over time.



City staff identified total possible new residential equivalent units to be platted / developed by year. To be conservative, for financial planning purposes, the study assumes that approximately 50% of the total possible units will be platted /developed. The figures shown in the chart are the units assumed for financial planning purposes.

The "spike" in unit connections in year 2019 can be attributed to anticipated connections for units in Cimmaron Park.

Water and sewer availability charges will be collected at time of plat or development.

Water and sewer connection charges will be collected at time of building permit / connection to the systems.

NORTHLAND SECURITIES

Northland Securities, Inc.
45 South 7th Street , Suite 2000
Minneapolis, MN 55402
Toll Free 1-800-851-2920 Main 612-851-5900
www.northlandsecurities.com
Member FINRA and SIPC

FINANCIAL PLANNING AGREEMENT

BY AND BETWEEN
THE CITY OF LAKE ELMO, MINNESOTA
AND
NORTHLAND SECURITIES, INC.

FINANCIAL PLANNING SERVICES

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

WITNESSETH

WHEREAS, the City desires to use the services of NSI for financial planning for the City's water, sanitary sewer, and storm water utility systems, including, review of user charges and rates (hereinafter "Project").

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

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

SERVICES TO BE PROVIDED BY NSI

The scope of work to be performed by NSI is based on the following Factors, as defined by the City:

1. User charges for water, sanitary sewer, and storm sewer service need to be reviewed to ensure adequate operating revenues and reserves are maintained.
2. The analysis of user charges must consider current and future capital improvements.
3. City is seeking an independent review of the City Finance Committee's pro forma model for the enterprise funds.
4. City is seeking a specific financing plan for stormwater projects that includes a combination of use of 20% of the Storm Water Utility and the balance from general property tax revenue.
5. City is considering the creation of a special storm water district in the downtown and seeks to understand how the district would operate.
6. City is seeking to understand the pace of growth needed to cash flow the City enterprise funds.
7. City desires to understand the potential for lowering water rates in the future.

NSI will undertake the following Tasks:

1. Conduct kick off meeting with City Staff to review project objectives, set meeting schedule and collect background data.
2. Review background information about water, sanitary sewer, and storm sewer utilities. The City has the responsibility for collecting and providing NSI with information needed to conduct the study. Information sought by NSI includes:
    a. City Finance Committee's pro forma model for enterprise funds.
    b. Annual financial statements for utility funds for years 2012 and 2013.
    c. Operating budgets for 2013, 2014, and 2015.
    d. Current user rate schedules.
    e. Water system operating data including number of customers, by type, and quantity of water sold in 2012 through 2014.
    f. Sanitary sewer system operating data including number of customers, by type, and basis for sewer billing in 2012 through 2014.
    g. Storm sewer system operating data including number of customers, by type, and basis for storm sewer billing in 2012 through 2014.
    h. Plans for capital improvements in years 2015 through 2019 (and future years if available) including type of improvement, estimated cost, funding source, and timing.
3. Update financial model for sanitary sewer, water, and storm sewer systems. NSI will update spreadsheets that model the unique characteristics of the City's utility systems. Pace of growth will be analyzed and assumptions for future growth defined. The model will be used to analyze and explain the implications of alternative user charge structures. At a minimum, the model will analyze changes in: operating expenses; system usage; customers; capital improvements; and funding options.
4. Review results. NSI will meet with the City to review results of the analysis.
5. Report initial findings and recommendations. NSI will prepare a report that explains the results of the analysis in Tasks 3-4 and addresses each of the services to be provided (Factors 1-7) by NSI. The report shall include a recommended course of action.

This scope of work includes up to two (2) meetings with the City to review results.

COMPENSATION

For the services specified, NSI will be paid an amount not to exceed $5,000. The amount is based on the estimated number of hours required to complete these tasks at an hourly billing rate of $185/hour plus reimbursable expenses for travel, printing, and mailing. NSI will bill on a monthly basis for actual services performed and reimbursable expenses.

ASSIGINED NORTHLAND EMPLOYEE

The NSI employee responsible for providing services pursuant to this agreement and for the services performed is Tammy Omdal.

SUCCESSORS OR ASSIGNS

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

DISCLAIMER

In performing service under this agreement, NSI is relying on the accuracy of information provided by the City and the services provided by Northland are based on current State Law. The parties agree that the Minnesota property tax system and other laws may change and may affect the accuracy and validity of services provided by NSI. NSI will perform its work using the best available information. The City recognizes and accepts that future property values, tax levies and tax rates may vary from the assumptions used by NSI and such changes may affect the work product produced and provided by NSI.

TERM OF THIS AGREEMENT

This Agreement may be terminated by thirty (30) days written notice by either the City or NSI. In the event of early termination by the City, NSI shall provide the City with an itemized hourly statement of services already provided. All billable hours by NSI shall be billed at the stated hourly rates should early termination occur.

Dated this ___ day of February, 2015.

Northland Securities, Inc.

By: _____
Tammy Omdal, Senior Vice President

City of Lake Elmo, Minnesota

By: _____
City Administrator

THE CITY OF LAKE ELMO

MAYOR & COUNCIL COMMUNICATION

DATE: **February 24, 2015**
REGULAR
ITEM #: **19**

AGENDA ITEM: Proposed Ordinance Amending 97.21 Watercraft and Water Surface Regulations

SUBMITTED BY: Dean Zuleger, City Administrator at the request of Council Member Justin Bloyer

THROUGH: Mayor Mike Pearson

REVIEWED BY: Dean Zuleger, City Administrator

SUGGESTED ORDER OF BUSINESS:

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

SUMMARY AND ACTION REQUESTED: To approve amendments to City Ordinances regulating watercraft regulations (ss 97.21 (2)), to lower the no wake level on Olson Lake and Lake Demontreville from a negotiated 929.7 to the recognized MNDNR Ordinary High Water level of 929.3.

FISCAL IMPACT TO CITY: TBD. Cost of study to determine the ecological / economic impacts that provide a "credible reason" for reducing the negotiated no wake level of 929.7 to the MNDNR OHW of 929.3

BACKGROUND INFORMATION: In 2013, the City of Lake Elmo amended its City Ordinances regulating water craft and water surface regulations and submitted the changes to the MNDNR, which approved the ordinance on July 3, 2014. (See Attached Ordinance)

STAFF REPORT:

In 2007, the VBWD constructed Project 1007, that placed a weir drain in Olson Lake that drain to a series of ponds and pipes to alleviate high water levels and prevent ecological / economic impact. Prior to 2007, the MNDNR Ordinary High Water Level for this lake system was 930.0. After the weir was constructed, the Ordinary High Water level was reset at 929.3. The Ordinary High Water Level is generally considered the level were terrestrial plants meet the aquatic plant level on a lake shore (see attached diagram). In a

plurality of lakes researched over the last three years that have some form of no wake restriction, there is no standard or formulaic way to establish a no wake level, but admittedly many lakes default to the OHW for uniformity purpose.
In conversations with MNDNR staff there seems to be little objection to using the OHW as a no wake trigger.

During the summer of 2011, the Olson/Demontreville lake complex experienced high waters that caused the City Council to construct an emergency no wake level of 929.7 using a simple formula of halving the pre-2007 OHW and the post-2007 OHW. The issue was fraught with emotion due to the expediency in which the issue was handled. In the winter of 2012, staff worked with the MNDNR to craft an ordinance that would meet with all party's approval to establish a negotiated no wake level of 929.7 on Olsen Lake and Lake Demontreville. Specifically, MNDNR did not want to specify a specific elevation level for no wake imposition on Lake Olson and Lake Demontreville and they wished to make the City Code consistent with MN Statute 86 – governing motorized water craft operation. After several months of MNDNR review and text changes, staff brought a draft ordinance to the City Council for their review on June 5, 2012. At this time several lake shore residents expressed their dislike for the draft as they felt that the statutory norming that took place defeated the intent and purpose of the ordinance. It was agreed that the City Administrator and members of the Tri-Lakes association would meet with MNDNR officials to discuss specific concerns about lake elevation levels and a provision of state statutes that creates a slow, no wake speed for personal watercraft within 150 feet of shoreline.

A delegation from Lake Elmo consisting of Mayor Dean Johnston, Administrator Dean Zuleger, Tri-Lakes President Justin Bloyer and Lake Olson Association President Roger Johnson met with MNDNR's Kim Elverum, Boat & Water Safety Coordinator, to broker a compromise and clarify whether MN Statute 86 had preemption over local ordinances. At this meeting, it was agreed that if MNDNR technical staff agreed to the specific lake level definition of 929.7, the ordinance passed in July 2011 could stand permanently. The City Administrator spoke with MDNR technical staff (Schodeen) who had no objections to a pre-determined no wake level of 929.7.

Appropriate changes were made to the ordinance and were reviewed by Mr. Roger Johnson, Mr. Justin Bloyer and Mayor Dean Johnson for approval prior to final drafting.

In July of 2012, the City of Lake Elmo and affected land owners residing on the shores of Lake Olson, Lake Demontreville and Lake Jane crafted an amendment to current city code that would regulate the use of three lakes in the area known as the Tri-Lake area of the City of Lake Elmo. After considerable debate, the parties reached a consensus on three main areas – with the item germane to this discussion being:

1. A slow, no wake speed condition be set if the lake level of 929.7 feet above sea level is exceeded for five consecutive days for Lake Olson and Lake Demontreville;

The City Council adopted these changes in July 2012, but the issue has been continually fraught with anxiety as lakeshore owners wrestle with the important issues regarding, what is essentially, their backyard. Efforts over the years to determine the appropriate wake related use (especially time restrictions) have resulted in neighborhood surveys, long deliberations by the respective homeowner's associations, and exploration of additional changes that include but are not limited to eliminating wake on the lakes altogether.

In the March of 2013, two City Council Members requested that the City's current lake use ordinances be modified yet again to create an expansion of use allowed under MNDNR statutes for the purpose of more

hours for wake creation a better ability to enforce proper use, and to allow additional time for lakeshore owners to use their "backyard" before the lakes are congested via use by the general public. The request came late at the March 5th City Council Meeting.

In May 2013, a lengthy public hearing was held on the changes where a 5-0 vote was taken by the City Council to change the ordinance.

City Staff prepared the ordinance with corroborating data and submitted the ordinance for MNDNR review. After several modifications to comply with MNDNR regulations were made, the MNDNR (July 2, 2013 – see attached) approved the ordinance (see attached) for implementation. During this time a no wake restriction was placed on Olsen Lake & Lake Demontreville for one week in the spirit of the understanding between the negotiating no wake level.

In the Spring / Summer 2014, due to large spring rains and the drainage of Long Lake, Olson Lake and Lake Demontreville exceeded the negotiated no wake level of 929.7 for a two different time periods that totaled 31 days with City staff checking the water level almost every day from May 1st to July 14th. (See attached Olson / Tri Lakes Level Data). Staff observed during this review period that the weir begins to strenuously drain the lake and pump into an adjoining pond at the MNDNR OHW of 929.3.

On February 12, 2015, at a Council Member's request, the City Administrator inquired of Mr. Stan Linnell, MNDNR Boating and Water Safety Manager, about what would be needed to reduce the no wake level on Olson Lake and Lake Demontreville from the negotiated 929.7 to the MNDNR OHW level of 929.3. Mr. Linnell noted that the MDNR would ideally need to see "data of ecological / environmental impact" before they would consider a change and that data should come in a form of a study. The City Administrator has inquired with two water resource consulting firms on the "what and how" the gathering of this data would entail and what the cost might be. As of the writing of this memo, no cost information has been received at this time. On February 19, 2015, Mr. Linnell, noted (after conversations with members of the City Council, VBWD, and citizen advocates) that while ideally a study would be preferable, the MNDNR would need to minimally see a "credible, documented reason" to reduce the level. (See Linnell Email 2-19-2015). **Per the MNDNR, a formal public hearing is requested to provide public comment on the proposed change in elevation. The soonest a public hearing could be held is March 17, 2015.**

ORDINANCE CONSTRUCTION

If the Council pleases, the ordinance would change to read as followed:

(2) *High water conditions.* No person shall operate any motorboat at greater than a slow, no-wake speed as defined by M.S. § 86B.005 whenever the lake level of Lakes Olson and Demontreville is above 929.3 feet above sea level (MSL), the Ordinary High Water Level (OHWL) as defined by M.S. 103G.005 and set by the MN Department of Natural Resources. This restriction will remain in effect until the water level drops below 929.3 feet the OHWL as set by the MN Department of Natural Resources, and remains there for 3 consecutive days.

KEY ISSUES

During the course of the analysis, three main issues rise to the top of consideration:

1. The weir constructed by the Valley Branch Water Shed District in 2007 begins to aggressively drain the lake at the MNDNR OHW of 929.3 (observable by staff over the last two summers);
2. The City has not experienced a full normal season of boat use since the enactment of the 2013 ordinance change – with 2014 high water levels being compounded by a plugged drain pipe upstream at Long Lake;
3. It appears the MNDNR may request additional ecological / economic data that shows positive impact of lowering the no wake from 929.7 to 929.3. This data has been categorized as "a credible, reason" to make the change. Other than third party information on 2014 damage the City does not have a way to provide that "reason" at this time.

RECOMMENDATION: Based upon the background information, a review of key issues, discussion with MNDNR staff, discussion with lake shore owners, staff does not have a recommendation at this time without more information (a normal season of operation and study of the water level effect on terrestrial plants/shore erosion) on the impacts of the level change.

However, if the Council wishes to change the level to the MNDNR OHW to create a formulaic approach to no wake enforcement, the motion would read:

"Move to call for a public hearing on March 17, 2015, to receive public comment on whether to amend 97.21 of the City Code regulating watercraft and water surface regulations to technically change the no wake level on Olson Lake and Lake Demontreville from the negotiated level of 929.7 to the MNDNR OHW of 929.3 with all other ordinance language staying intact."

ATTACHMENTS:

Current Ordinance
MNDNR Approval
Lake Level Report
OHW Technical Drawing
Linnell Email of 2-17-2015

CITY OF LAKE ELMO
COUNTY OF WASHINGTON
STATE OF MINNESOTA

ORDINANCE NO. 08-074

AN ORDINANCE AMENDING THE PARKS AND RECREATION CHAPTER OF THE LAKE ELMO CITY CODE OF ORDINANCES GOVERNING WATER SURFACE USE

Section 1. The City Council of the City of Lake Elmo hereby ordains that Chapter 97: Parks and Recreation, of the City Code is hereby amended in the following manner:

WATER SURFACE USE

§ 97.20 PURPOSE.

The purpose of §§ 97.20 *et seq.* is to establish the rules governing the use of the lake surfaces within the city. It is the intent of §§ 97.20 *et seq.* to promote the health, safety, welfare, and well-being of all, and to define the standards of behavior expected for all water users.

(1997 Code, § 1380.01)

§ 97.21 WATERCRAFT AND WATER SURFACE USE REGULATIONS.

The following regulations shall apply to the use of watercraft on lakes entirely within the city limits, to the use of a lake entirely within the city limits, and to the use of ice surfaces on lakes entirely within the city limits.

(A) *Dumping.* No person shall dump or throw garbage, paper, bottles, cans, refuse, or debris into any lake or on the shore of any lake or in any public area around any lake in the city.

(B) *Hours of operation.*

(1) *Normal conditions.* No person shall operate any motorboat at a speed greater than a slow, no-wake speed as defined by M.S. § 86B.005 in the following manner:

a. Lake Elmo – between sunset and noon the following day, seven days a week

b. Olson Lake, Lake Demontreville and Lake Jane – between sunset and sunrise, Monday through Friday; and between sunset and 9AM on weekends and holidays

c. All other lakes within the jurisdictional boundaries of the City of Lake Elmo – between sunset and noon, seven days a week.

(2) *High water conditions.* No person shall operate any motorboat at greater than a slow, no-wake speed as defined by M.S. § 86B.005 whenever the lake level of Lakes Olson and Demontreville is above 929.7 feet above sea level (MSL). This restriction will remain in effect until the water level drops below 929.7 feet, and remains there for three consecutive days. No person shall operate any motorboat at greater than slow, no-wake speed as defined by M.S. 86B.005 whenever the lake level of

Lake Jane is above 924.0 feet above sea level (MSL). This restriction shall remain in effect until the water level drops below 924.0 and remains there for three consecutive days.

(C) *Operating regulations.* No person shall operate any watercraft in violation of the provisions of this code, or in violation of the provisions of M.S. Chapter 86B or Minnesota Boat and Water Safety Rules (6110.0100-6110.2300) which statutes and rules are hereby adopted and incorporated herein.

(D) *Buoys.* No person shall place a buoy or structure on a lake overnight unless the buoy is specifically authorized by the Washington County Sheriff. No buoy or structure, other than shallow water marking or channel buoys shall be left overnight or placed contrary to MN Water Safety Rules 6110.1800.

(E) *Operation.* All motorboats, operating in excess of a slow, no-wake speed shall operate in a counter clockwise direction on all City of Lake Elmo lakes seven days a week. Personal watercraft use is governed by M.S. 86b.313.

(F) *Non-public lake access.* No person, except riparian owners, shall launch a watercraft or gain access to or egress from a lake other than at a designated public access point except in the case of any emergency or except with the written permission of the riparian lot owner. A person who has written permission to launch a watercraft from a riparian lot shall park their vehicle(s) and trailers) on the lot of the riparian owner. Riparian lot owners who grant permission to use their property as a launch site shall otherwise comply with all of the land use regulations of the city.

(G) *Public launching areas.* Except as noted in division (F) no person shall launch a watercraft or gain access to or egress from a lake except from a public right-of-way or other public park area in those locations specifically designated and posted for the purpose.

(H) *Non-motorized carry-on access.* A person may access any public waters through public land with a hand-carried non-motorized watercraft in accordance with M.S. § 86B.201, Subd. 3.

(I) *Safe operating distance.*

(1) No person shall operate or permit the operation of a personal watercraft per M.S.§ 86B.313, in excess of slow, no-wake speed, within 150 feet of a shoreline.

(2) Launching or landing a personal watercraft or towing a person on skis or other devices must be done by using the most direct route to or from open water.

(J) *Non-motorized watercraft.* A non-motorized watercraft has the right-of-way over motor-powered watercraft except when it is the overtaking watercraft. Motor-powered watercraft should always keep clear and pass astern on non-motorized watercraft (Minn. Rule 6110.1200, Sub. 1, D). (1997 Code, § 1380.03)

(K) *Permanent "slow - no wake: areas.* The channels and narrows between Lake Olson and Lake Demontreville are hereby designated as permanent "slow - no wake" areas and appropriate signs or buoys meeting the specifications found in Minn. Rules 6110.1500 shall be posted.

(Am. Ord. 97-150, passed 3-1-2005; Am. Ord. 08-014, passed 5-19-2009; Am. Ord. 08-050, passed 7-19-2011; Am. Ord. 08-50, passed 11-1-2011; Am. Ord. 2012-58, passed 7-17-2012) Penalty, see § 10.99

§ 97.22 WINTER LAKE USE REGULATIONS.

(A) *Dumping.* No person shall dump or throw garbage, paper, bottles, cans, refuse, or debris into the ice of a lake or into any lake or on the shore of any lake or in any public area around any lake in the city.

(B) *Clean-up.* Ice house owners are responsible for clean-up of trash within 25 feet of the house.

(C) *Emergency access.* No person shall gain access to or egress from the ice of a lake other than at a designated public access point except in the case of emergencies or except with the written permission of a riparian lot owner. Persons who have written permission to access or egress the lake from a riparian lot shall park their vehicles and trailers on the lot of the riparian owner. Riparian lot owners who grant permission to use their riparian property for access to or egress from a lake shall otherwise comply with all land use regulations of the city.

(D) *Ice fishing holes.* No person shall leave holes in the lake larger than 1 foot in diameter unless the holes are visibly marked for day and night.

(E) *Size of ice fishing house.* No person shall place an ice house larger than what is allowed by Minnesota State Statutes and is regulated by the fish and game authority.

(F) *Fires.* No person shall have an open fire on the ice surface of a lake.

(1997 Code, § 1380.04) Penalty, see § 10.99

§ 97.23 PROHIBITED STRUCTURES AND USES.

(A) *Lake activities.* Motorboat races are prohibited. Fishing tournaments, ski jumps, slalom courses, or other competition or exhibition events are allowed only as specifically authorized by state statutes and rules, the Washington County Sheriff Department. The City Clerk shall acknowledge by signature all lake activities authorized prior to any authorized event or installation of ski jumps or slalom courses for the purpose of public information dissemination.

(B) *Fee for lake use.* Unless specifically authorized by the Council, and unless consistent with the city's zoning regulations, no riparian lot owner shall offer the use of their property for a fee or other consideration:

(1) As ingress or egress to a lake;

(2) For watercraft rental;

(3) For swimming, skiing, or watercraft lessons, unless provided by a non-profit or water safety agency for the purpose of basic instructions;

(4) For a watercraft launch site; and/or

(5) For any ancillary water or ice related use.

(1997 Code, § 1380.06) (Am. Ord. 2012-58, passed 7-17-2012) Penalty, see § 10.99

§ 97.24 ENFORCEMENT.

(A) *Local Enforcement.* Pursuant to MN § 378.32, 459.20, the City of Lake Elmo assigns by service agreement the enforcement of Chapter 97.20-97.23 of the City Code to the Washington County Sheriff's Department.

(B) *Penalties.* Penalties for non-compliance shall be governed by § 10.99 of the City Code and prosecuted by the City of Lake Elmo Attorney.

(C) *Exemptions.* Government agencies engaged in resource management, emergency services or enforcement activities are exempt from the provisions of Chapter 97 when acting in the performance of their assigned duties.

§ 97.25 REVIEW.

(A) The Lake Elmo City Council, upon request, shall review the effect of surface water use ordinances on the quality of life, water quality (including clarity), and lake use safety prior to "ice out" or the beginning of normal lake use season. The Lake Elmo City Council shall consult with MnDNR, University of Minnesota Extension, and the Washington County Sheriff's Department as a part of this review.

Section 2. Adoption Date. This ordinance shall become effective immediately upon adoption and publication in the official newspaper of the City of Lake Elmo.

This Ordinance No. 08-074 was adopted on this 17 day of SEPTEMBER 2013, by a vote of 4 Ayes and 0 Nays.

Mike Pearson
Mayor

ATTEST:

Adam Bell
City Clerk

This Ordinance No. 08-074 was published on the 25 day of SEPTEMBER, 2013.

Olson Lake

June 15	929.72
June 16	929.74
June 17	929.85
June 19	930.11
June 20	929.11
June 21	over gauge -carriage bolt
June 22	over gauge-3" from top of board
June 23	930.36
June 26	930.83
June 27	930.66
June 28	930.69
June 29	930.61
July 3	930.37
July 7	929.66
July 8	929.68
July 9	929.65

Date	Silver Lake East 62-0001 (1912)
5-Jan-12	988.03
24-Feb-12	987.78
16-Mar-12	988.11
4-Apr-12	988.29
20-Apr-12	988.38
3-May-12	988.55
18-May-12	988.71
31-May-12	989.10
15-Jun-12	988.91
28-Jun-12	988.98
10-Jul-12	988.78
24-Jul-12	988.87
9-Aug-12	988.64
23-Aug-12	988.40
6-Sep-12	988.15
20-Sep-12	987.92
3-Oct-12	987.75
18-Oct-12	987.58
31-Oct-12	987.57
14-Nov-12	987.56
10-Jan-13	986.45
18-Jan-13	987.28
28-Feb-13	987.53
26-Apr-13	988.81
8-May-13	989.03
22-May-13	989.28
4-Jun-13	989.22
20-Jun-13	989.26
27-Jun-13	989.78
2-Jul-13	989.64
11-Jul-13	989.33
15-Jul-13	989.25
25-Jul-13	988.99
1-Aug-13	988.86
15-Aug-13	988.7
29-Aug-13	988.45
12-Sep-13	988.19
26-Sep-13	988.09
11-Oct-13	988.11
24-Oct-13	988.12
5-Nov-13	988.06
29-Apr-14	989.48
16-May-14	989.41
20-May-14	989.54
28-May-14	989.46
3-Jun-14	989.74

Monthly Change	0.30
Yearly Change	0.52
Discharge Elevation	988.51
Depth Over Outlet	1.23

VALLEY BRANCH WATER LEVELS

DATE	LONG	O-D	JANE	SUNFISH	EAGLE POINT	ELMO	HORSE-SHOE	DOWNS	SILVER LAKE	GRAVEL PIT	WLSS LOWER
2009											
1/1	936.18	927.23	920.58			883.43	872.65	884.94			
2/1	935.92	926.96	920.55			883.44	872.45	884.74			
3/1	935.81	927.02	920.62			883.48	872.43	884.64			
4/1	936.82	927.13	920.73			883.58	872.58	887.91			
5/1	936.60	927.09	920.53			883.49	872.24	887.39			
6/1	936.03	926.58	920.11			882.94	871.61	886.89			
7/1	935.84	926.30	919.91			882.82	871.22	886.69			
8/1	935.48	925.91	919.61			882.58	870.71	886.06			
9/1	936.56	925.97	919.74			882.70	870.66	886.28			
10/1	935.90	925.53	919.36			882.34	870.14	885.74			
11/1	937.34	925.89	919.81			882.65	871.53	885.86			
12/1	937.12	925.45	919.76			882.69	871.04	886.04			
2010											
1/1	937.08	925.67	919.96			882.72	871.14	886.14			
2/1	936.67	925.58	919.91								
3/1	936.45	925.49	919.86								
4/1	937.35	925.50	919.90			882.66	871.05	885.85			
5/1	937.31	925.35	919.87	888.86		882.64	868.70	884.82			
6/1	937.49	925.38	919.87	888.75		882.60	868.50	884.60			
7/1	938.46	925.70	920.00	888.75		882.66	868.48	884.50			
8/1	937.62	926.05	919.91	888.54		882.62	868.46	884.37			
9/1	937.35	926.08	919.85	888.49		882.56	868.56	884.59			
10/1	938.52	926.46	920.02	888.74		882.70	868.86	884.57			
11/1	937.76	926.56	919.79	888.54		882.60	868.84	884.37			
12/1	937.74	926.52	919.79								
2011											
4/1	939.14	927.79	920.26		894.45	883.68	871.78	886.16			
5/1	940.07	929.14	920.67	889.62	894.58	883.53	872.68	885.42			
6/1	938.99	929.22	920.77	889.78	894.55	883.76	874.79	885.32			
7/1	938.77	929.30	920.99	890.00	894.76	884.04	875.63	885.22	899.10		
8/1	940.86	929.34	922.11		896.76	884.81	875.78		989.48	866.68	
9/1	939.68	929.09	922.20	890.90	896.08	885.06	875.73	887.61	989.07	866.77	862.16
10/1	937.60	928.70	921.85	890.78	894.23	884.26	875.53	887.04	988.51	865.14	860.68
10/28	937.15	928.40	921.65	890.74	893.83	884.26	874.98	887.06			858.28
12/1	937.06	928.16	921.53		893.13	884.23	874.59				
2012											
4/1	937.53	928.25	921.80		893.73	884.31	875.52		988.29	862.45	
5/1	937.40	928.25	921.67	891.78	893.60	884.33	875.48	886.56	988.55	865.56	857.78
6/1	938.36	929.03	921.94	892.24	894.35	884.36	875.70	886.32	989.22	865.70	861.00
7/1	937.75	928.97	921.87	892.24	894.25	884.21	875.43	886.16	989.64	864.93	
8/1	937.26	928.83	921.72	891.92	894.04	884.22	874.78	885.72	988.68		
9/1	936.32	928.35	921.33	891.68	893.25	883.89	873.86	885.41	988.15		
10/1	935.60	927.69	920.87	891.00	893.21	883.65	873.00	884.66	987.75		
11/1	935.58	927.45	920.74	890.88		883.61	872.90				
12/1	935.60	927.27	920.74	890.56		883.11	872.90	884.50			
2013											
5/1	938.42	928.11	921.63		894.35		874.93		989.03		
6/1	939.20	928.92	921.79		894.27	884.37	875.77	887.44	989.22		
7/1	941.67	929.75	922.56	892.59	896.93	884.98	875.87	890.24	989.64	866.15	862.18
8/1	939.60	929.07	922.09		894.55	884.20	875.88	889.46	989.86	866.01	861.68
9/1	937.64	928.80	921.67		893.78	884.04	874.68	888.57	988.19		858.13
10/1	936.39	928.41	921.39	891.53	893.63	883.94	873.82	887.94	988.11		
11/1	936.18	928.32	921.41	891.75	893.57	884.14	873.40	887.64	988.06		
11/20	935.72	928.17	921.41	891.75	893.57	884.18	873.48	887.62			
2014											
5/1	940.52	929.18	922.11		896.02	884.60	875.54	889.51			
6/1	941.76	929.71	922.55		895.88	884.58	876.08	890.58		866.54	863.00
Month diff.	1.24	0.53	0.44		-0.14	-0.02	0.54	1.07			
Year Diff.	2.56	0.79	0.76		1.61	0.21	0.31	3.14			
Overflow	937.50	928.35	922.35	927.80	894.00	884.10	875.20	891.50			

Minnesota Department of Natural Resources
500 Lafayette Road • St. Paul, MN • 55155-40

July 2, 2013

Mr. Dean Zuleger, City Administrator
City of Lake Elmo
3800 Laverne Avenue N.
Lake Elmo, Minnesota 55042

The State Boating Law Administrator has received your materials requesting approval of your water surface use ordinance. The Department of Natural Resources (DNR) hopes to complete the review of these materials and have a decision back to the city by the end of July. However, should an EAW be required, the time frame could be much longer.

You have informed us that water levels on Lake Demontreville and Lake Olson have recently been above the high water level, slow no wake zone proposed in your ordinance 08-074. Motorboat wakes during high water periods may cause erosion, lake sedimentation and property damage. Due to the urgency around these facts, the State Boating Law Administrator has evaluated additional temporary approval of this item.

After review, the high water, slow no wake zone portion of your ordinance appears to be a measured and reasonable action to the current and potential future conditions. The DNR approves the slow no wake elevation of 929.7 and above for Lake Demontreville and Lake Olson without the inclusion of the five day waiting period before implementation, but retaining the five day period after the water recedes below 929.7. Please post notices at public access sites and on the city web site at times when the restriction is in effect and when it has ended. This approval is valid only until October 31, 2013. Continue your work with the department to establish a permanent approved ordinance.

Sincerely,

COL Ken Soring, Director
Enforcement Division

cc: CAPT Greg Salo – DNR Region 3 Enforcement Manager
LT Jason Peterson – DNR District 14 Enforcement Supervisor
CMDR Jerry Cusick – Washington County Sheriff's Office
Rachel Hintzman, Area PAT Supervisor
WSUM File

MNDNR PHAMPLET OHWL

Introduction

Minnesota Statutes, Section 103G.005, subdivision 14 defines "ordinary high water level" (OHWL) as the boundary of waterbasins, watercourses, public waters, and wetlands and:

(1) the OHWL is an elevation delineating the HIGHEST water level that has been maintained for a sufficient period of time to leave evidence upon the landscape, commonly the point where the natural vegetation changes from predominantly aquatic to predominantly terrestrial;

(2) for watercourses, the OHWL is the elevation of the top of the bank of the channel; and

(3) for reservoirs and flowages, the OHWL is the operating elevation of the normal summer pool.

The OHWL is the landward extent of DNR jurisdiction over anyone who works in the bed of public waters or public waters wetlands (collectively referred to as public waters) - see Figure 1. It is commonly used in public waters work permits and by local zoning authorities to determine lot size, structure setback, and drainfield location and elevation. It is **NOT:**

- a runout elevation;
- an average water level;
- an extreme high water level;
- nor an arbitrary elevation set by an individual, group or agency.

It has no significance with respect to private ownership.

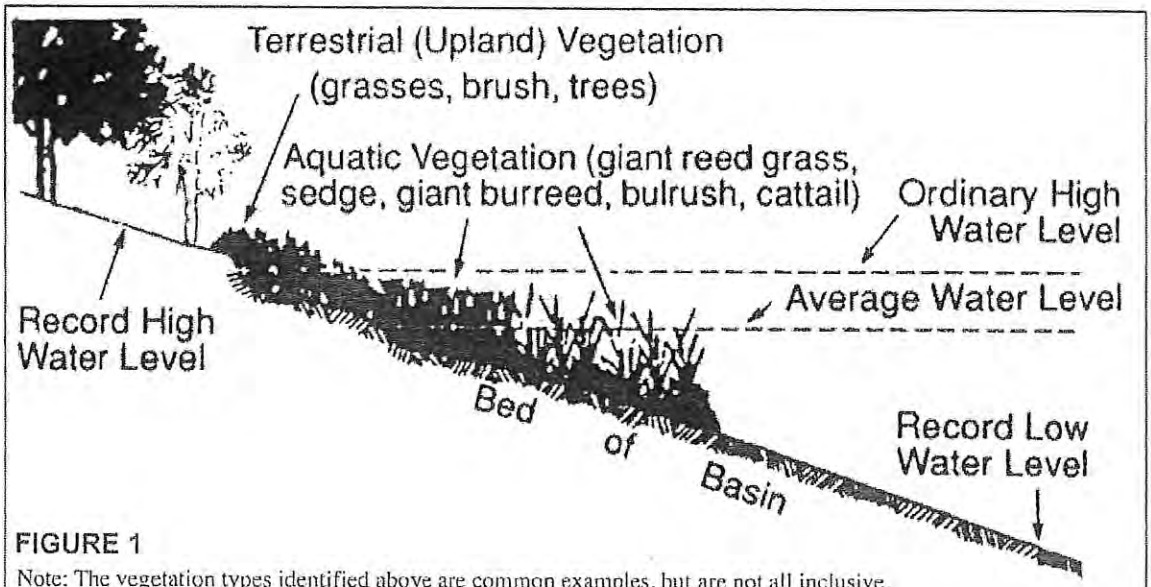


FIGURE 1

Note: The vegetation types identified above are common examples, but are not all inclusive.

Dean Zuleger

From: Linnell, Stan J (DNR) <stan.linnell@state.mn.us>
Sent: Thursday, February 19, 2015 11:48 AM
To: Dean Zuleger
Cc: Bergsrud, Margaret (DNR)
Subject: Lake Demontreville and Olson Proposed New slow no wake trigger elev.

Dean,
My understanding is that there is a proposal to lower the slow no –wake trigger elevation to the ordinary high water level.

In order to change the elevation that triggers slow no-wake to go into effect, the following will be required:

1. Letter of intent stating why the change is needed/provide reasoning such as: it has been found that environmental damage occurred or would occur at the current trigger elevation that would be reduced or eliminated at the proposed elevation. Provide any photos, reports, or testimony that support the reasoning. Ideally we would have a study, including photos, showing the elevation where environmental damage becomes a significant concern. If the city were proposing to raise the elevation from the current trigger, a study would become more critical. Note that using the OHW elevation as the trigger is commonly done.
2. Hold a public hearing and provide us with a record of public comments. Include comments received outside of the hearing as well.
3. Submit an updated water surface use packet. Since your last packet was so recently done, provide updates only where changes have occurred.

Please coordinate all correspondence from this point forward to Margaret Bergsrud at above e-mail or by phone at: 651-259-5590. Margaret who works in my section, now coordinates water surface use statewide.

Regards,
Stan

Stan Linnell
Boating and Water Safety Manager
Mn/DNR Parks and Trails Division
stan.linnell@state.mn.us
651-259-5626
- State Boating Law Administrator
- Public Water Access Program
- Fishing Pier Program
- Water Trails Program

Lake	***County***	***3 day restriction***	***City/County #***	***State OHW***	***other***
Lake Byllesby	Dakota/Goodhue	no	**at 858.2 feet**	856.6 feet	
Crystal Lake	Dakota	no	at 934 feet	**934.5 feet**	
Lake Marion	Dakota	no	**above 983.6 feet**	983.1 feet	
Lake Sarah	Hennepin	yes	**at 981.1 feet**	979.9 feet	
Fish Lake	Hennepin	no	**above 892 feet**	891.8 feet	
Medicine Lake	Hennepin	yes	**above 889.4 feet**	889.1 feet	
Lake Independence	Hennepin	yes	**at 957.8 feet**	956.8 feet	only within 250 feet of shore
Lake Minnetonka	Hennepin	no	**above 929.8 feet**	929.4 feet	only within 600 feet of shore and in a number of bays and small lakes
Fish Lake	Kanabec	yes	at 950 feet (MSL)	**950.2 feet**	
Lake Zumbro	Olmsted	no	**at 921 feet**	915 feet	goes off when it drops to 920.7 feet or below
Lake Gervais	Ramsey	no	**above 860 feet**	859.64 feet	
Long Lake	Ramsey	no	**above 866.22 feet**	864.93 feet	
Island Lake	Ramsey	no	**at 947 feet**	946.76 feet	
Upper & Lower Prior Lake	Scott	no	**above 904 feet**	903.9 feet	
Briggs Chain (Briggs, Julia and Rush Lakes)	Sherburne	no	at 964.2 feet	964.2 feet	
Lake Elmo	Washington			885.6 feet	
Lake Demontreville	Washington	yes	**above 929.7 feet**	929.3 feet	
Lake Olson	Washington	yes	**above 929.7 feet**	929.3 feet	
Lake Jane	Washington	no	above 924 feet	924 feet	
Tanners Lake	Washington	no	**above 964 feet**	963.3 feet	
Cedar Lake	Wright	no	**at 999.17 feet**	998.7 feet	only within 300 feet of shore
E. & W. Lake Sylvia	Wright	no	at 1050.08 feet	**1050.1 feet**	only within 300 feet of shore
Howard Lake	Wright	no	at 998.58 feet	**998.6 feet**	only within 300 feet of shore
Lake Ann	Wright	no	**at 990.50 feet**	987 feet	only within 300 feet of shore
Pleasant Lake	Wright	no	at 992.1 feet	**1041 feet**	only within 300 feet of shore