



*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, August 4, 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/Order of Business**

**D. Approval of Agenda**

**E. Accept Minutes**

1. Approve May 19, 2015 City Council Meeting Minutes
2. Approve July 21, 2015 City Council Meeting Minutes

**F. Council Reports**

**G. Presentations/Public Comments/Inquiries**

**H. Finance Consent Agenda**

3. Approve Payment of Disbursements
4. Accept Finance Report dated June 30, 2015
5. Approve Extension of Audit Services Contract
6. Approve Grant Application for Trail Grooming Reimbursement – ***Resolution No. 2015-61***

**I. Other Consent Agenda**

7. Eagle Point Boulevard Street & Utility Improvements - Change Order No. 1.
8. 2015 Seal Coat Project – Pay Request No. 1 (Final)
9. 39<sup>th</sup> Street N: Street & Sanitary Sewer Improvements – Pay Request No. 6
10. Approve Amendment to Community Development Block Grant Cooperation Agreement

**J. Regular Agenda**

11. 2016 Street Improvements – Authorize Feasibility Report - ***Resolution No. 2015-62***
12. Reassignment of Easton Village Trunk Sewer Line
13. Wildflower at Lake Elmo Developer's Agreement
14. Approval of Final 5th Street Landscape Design (*no attachment*)
15. Approval of Agreement for City Planner Services
16. Possible Formation of a City Environmental Committee (*Flijflet request, no attachment*)
17. Tartan Park Discussion (*Lundgren request*)

**K. Staff Reports and Announcements**

**L. Adjourn**

**CITY OF LAKE ELMO  
CITY COUNCIL MINUTES  
MAY 19, 2015**

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

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

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

**PLEDGE OF ALLIGENCE**

**APPROVAL OF AGENDA**

Council Member Boyer pulled Item 11 from the Consent Agenda for discussion. *Council Member Fliflet moved TO POSTPONE ITEM 23 TO THE NEXT MEETING TO ALLOW MORE TIME FOR REVIEW. MOTION PASSES 3-2 Councilmember Lundgren seconded the motion. (Pearson/Boyer - Nay)*

*Councilmember Boyer moved TO PULL ITEM 24 FROM THE AGENDA. Mayor Pearson seconded the motion. Motion failed 2-3. (Fliflet, Smith, Lundgren – Nay).*

**MOTION:** *Council Member Fliflet moved TO APPROVE THE MAY 19, 2015 CITY COUNCIL AGENDA AS AMENDED. Lundgren seconded the motion. MOTION PASSED 5-0*

**ITEM 1: ACCEPT MINUTES**

***THE APRIL 21, 2015 CITY COUNCIL MINUTES WERE APPROVED CONSENSUS WITH MINOR CORRECTIONS.***

**COUNCIL REPORTS:**

**Mayor Pearson:** attended a meeting with Washington County and Lake Elmo property owners concerning potential BRT lines and stops; met with a potential commercial user and would like to discuss that topic at a future Council workshop; attend the Parks Commission meeting.

**Council Member Boyer:** met with a potential business owner in the I-94 corridor; looked into a 100 acre land sale that fell through in the I-94 area; fielded calls concerning the Library Board; met with representatives of Lennar

**Council Member Lundgren:** met with Mr. Hagstrom to discuss the location of the Farmers Market; thanked Hagstroms and John Schiltz for providing a space for the Farmer's Market; attended Sunfish Nature Days; attended Fire Relief party; thanked the people helping organize and launch the Farmer's Market.

**Council Member Fliflet:** attended a Finance Committee meeting and a Library Board meeting.

**Council Member Smith:** has been fielding phone calls and emails from residents.

**PRESENTATION**

**ITEM 2A: FIRE DEPARTMENT POC RECRUITS**

Chief Malmquist introduced the three probationary firefighter recruits: Jeremy Penman, Brandan Peltier and Neil Fredrickson.

*Mayor Pearson moved TO APPROVE A CONDITIONAL JOB OFFER TO NEW RECRUITS JEREMY PENMAN, BRANDAN PELTIER AND NEIL FREDRICKSON PENDING THE OUTCOME OF THEIR PRE-PLACEMENT PHYSICAL EXAMS AND PSYCHOLOGICAL EXAMS. Councilmember Fliflet seconded the motion. MOTION PASSED 5 – 0.*

**ITEM 2b: PROMOTION TO LIEUTENANT**

Chief Malmquist administered oath to Alex Hilpisch for promotion to lieutenant

**ITEM 3: TRUNK HIGHWAY 5 TURN-BACK**

Washington County Engineer Wayne Sandberg presented the summary of the proposed turn-back to Washington County. The timing of some of the improvement projects was discussed. Council Members commended the County on its responsiveness.

***MOTION:*** Council Member Fliflet moved **TO ADOPT RESOLUTION 2015-35, PROVIDING MUNICIPAL CONCURRENCE FOR THE JURISDICTIONAL TRANSFER OF TRUNK HIGHWAY 5 FROM MNDOT TO WASHINGTON COUNTY.** Council Member Smith seconded the motion. **MOTION PASSED 5-0.**

**ITEM 4: PRESENTATION / APPROVAL OF 2014 FINANCIAL AUDIT / CAFR**

Jason Miller of Smith Schaefer presented the Audit Report and summary of City Financials.

***MOTION:*** Council Member Fliflet moved **TO ACCEPT AND APPROVE THE 2014 COMPREHENSIVE ANNUAL FINANCIAL REPORT AND MANAGEMENT LETTERS.** Council Member Lundgren seconded the motion. **MOTION PASSED 5-0.**

**PUBLIC COMMENTS/INQUIRIES**

None

**FINANCE CONSENT AGENDA**

1. Approve Payment of Disbursements and Payroll
2. Accept Finance Report dated April 30, 2015
3. Accept Building Report dated April 30, 2015
4. Accept Assessors Report dated April 30, 2015
5. 39<sup>th</sup> Street N: Street & Sanitary Sewer Improvements – Pay Request No. 4
6. 2015 Seal Coat Project – Accept Bids and Award Contract

***MOTION:*** Council Member Smith moved **TO APPROVE THE FINANCE CONSENT AGENDA AS AMENDED.** Council Member Lundgren seconded the motion. **MOTION PASSED 5-0.**

**OTHER CONSENT AGENDA**

7. Encroachment Agreement – 5500 Hilltop Avenue North
8. Encroachment Agreement – 9906 Tapestry Road North
9. Encroachment Agreement – 11647 58<sup>th</sup> Street North
10. Washington County and St. Croix County Fire Mutual Agreement
11. United Land/Bremer Bank Minor Subdivision; **Resolution No. 2015-37**
12. Resolution Approving Master Subscriber Agreement for Minnesota Court Data Services for Governmental Agencies and Request Form for Minnesota Governmental Access (MGA) Login Account; **Resolution No. 2015-38**

***MOTION:*** Council Member Smith moved **TO APPROVE THE OTHER CONSENT AGENDA AS PRESENTED.** Council Member Fliflet seconded the motion. **MOTION PASSED 5-0.**

**ITEM 11: COUNCIL COMPENSATION PAYMENT SCHEDULE POLICY** *(Smith Request)*

The timing of the council pay was discussed

***MOTION:*** Council Member Smith moved **TO APPROVE BIENNIAL COMPENSATION PAYMENTS IN THE FIRST PAY PERIOD OF JUNE AND DECEMBER.** Council Member Fliflet seconded the motion. **MOTION PASSED 3-2 (PEARSON/BLOYER - NAY)**

**REGULAR AGENDA****ITEM 18: DOWNTOWN STREET, DRAINAGE AND UTILITY IMPROVEMENTS – ACCEPT REPORT, CALL IMPROVEMENT HEARING; RESOLUTION NO. 2015-38**

LAKE ELMO CITY COUNCIL MINUTES

MAY 19, 2015

City Engineer presented the feasibility report outlining the improvement project Phase I. The public hearing will be June 16, 2015. The preliminary assessment process and amounts were explained and discussed. Mr. Griffin gave the staff recommendations.

**John Schiltz** 3442 Lake Elmo Ave, believes that all of Lake Elmo will benefit if the downtown succeeds. He supports sanitary sewer despite his high personal costs. He also supports underground utilities as there will never be another chance like this. He urged council to make improvements to make Lake Elmo Ave look better.

Smith spoke in support of downtown improvements to beautify the downtown. She believes it will be worth it to the City in growing the tax base. Mr. Griffin noted that the streetscape costs are still out there.

**MOTION:** *Councilmember Smith moved TO ADOPT RESOLUTION 2015-39, RECEIVING THE FEASIBILITY REPORT AND CALLING A PUBLIC HEARING FOR THE OLD VILLAGE PHASE 1 STREET AND UTILITY IMPROVEMENTS. Council Member Fliflet seconded the motion.*

*Councilmember Lundgren offered a friendly amendment TO INCLUDE \$73,400 FOR STREETSCAPE IMPROVEMENTS. Councilmember Smith seconded the motion. MOTION TO AMEND PASSED 5-0*

*Mayor Pearson moved TO TABLE VOTE PASSING RESOLUTION 2015-39 TO ALLOW FOR REDRAFTING WITH AN UPDATED PUBLIC HEARING DATE. Councilmember Bloyer seconded the motion. Motion passed 5 – 0.*

Recessed 9:13pm reconvene at 9:20pm

*Councilmember Smith moved TO AMEND RESOLUTION 2015-39, CHANGING THE HEARING DATE FROM JUNE 16, 2015 TO JUNE 9, 2015. Councilmember Fliflet seconded the motion. MOTION PASSED 4-1. (Pearson – Nay)*

*Councilmember Fliflet moved TO REMOVE RESOLUTION 2015-39 FROM THE TABLE. Mayor Pearson seconded the motion. MOTION PASSED 5-0.*

*Councilmember Smith moved TO AMEND THE MOTION TO CHANGE THE JUNE 16 2015 MEETING DATE TO JUNE 9, 2015. Councilmember Lundgren seconded the motion. MOTION PASSED 5-0.*

**ORIGINAL MOTION PASSED AS AMENDED 5-0.**

**ITEM 19: INWOOD FINAL PLAT AND FINAL PUD PLANS; RESOLUTION NO. 2015-39; ORDINANCE 08-120**

Community Development Director Klatt presented the final plat proposal for the InWood development first phase of 46 single-family homes.

Street names and explanation of street naming process was presented.

Councilmember Fliflet asked about the water tower location shown on the plat differing from the comp plan. Staff opinion is that a comp plan amendment is not necessary for this type of change. City Engineer Griffin explained that elevation and water line size are critical considerations for water tower location.

John Rask explained that the trails are critical for the proposed demographic.

**MOTION:** Council Member Bloyer moved **TO ADOPT RESOLUTION 2015-40, APPROVING THE FINAL PLAT AND FINAL PUD PLAN FOR INWOOD.** Council Member Lundgren seconded the motion. **MOTION PASSED 5-0.**

**MOTION:** Council Member Bloyer moved **TO ADOPT ORDINANCE 08-120, APPROVING THE ZONING MAP AMENDMENT FOR THE INWOOD PLANNED UNIT DEVELOPMENT.** Mayor Pearson seconded the motion. **MOTION PASSED 5-0.**

**ITEM 20: INWOOD DEVELOPERS AGREEMENT; RESOLUTION NO. 2015-41**

Community Development Director Klatt provided an overview of the Developer's Agreement for InWood. The anticipated timeframe for the preliminary plat status was discussed. The WAC/SAC funds and the impact were explained and discussed.

**MOTION:** Mayor Pearson moved **TO ADOPT RESOLUTION NO. 2015-41, APPROVING THE DEVELOPER'S AGREEMENT FOR INWOOD.** Council Member Bloyer seconded the motion. **MOTION PASSED 5-0**

**ITEM 21: APPROVE PURCHASE OF SPRAYPATCHER**

Public Works Director Bouthilet presented the item and explained its use. The Public Works department has had success using it.

**MOTION:** Council Member Smith moved **TO APPROVE THE PURCHASE OF THE SP10 LOADING SPRAY PATCHER AT THE COST OF \$45,550 TO BE FUNDED AS PRESENTED; CONTINGENT UPON THE VERIFICATION OF HOURS ON MACHINE AND AN ENGINE OIL SAMPLE ANALYSIS AS RECOMMENDED BY THE MAC.** Council Member Lundgren seconded the motion. **MOTION PASSED 5-0**

**ITEM 22: AFFIRM 2014 COUNCIL APPROVAL OF PAY INCREASE FOR CITY ADMINISTRATOR**

**John Schiltz** 3442 Lake Elmo Ave, supports giving Mr. Zuleger a raise for his performance. Thinks the city is lucky to have him.

**Mary Schwarz** Lake Elmo Ave supports raise for Mr. Zuleger. She also supports rehiring vacant staff positions.

**Dale Dorschner** Lake Elmo Ave supports raise for Mr. Zuleger. He also supports rehiring vacant staff positions. Questioned the Council's changing the meeting schedule.

**Mike Reeves** 11075 14<sup>th</sup> St. commended previous council for hiring Mr. Zuleger. He highlighted several successes. The compensation should reflect the performance and the performance merits increase. He supports raise for Mr. Zuleger.

**Paul Novak** asked about retroactivity. Suggested that it be in line with other staff

**MOTION:** Mayor Pearson moved **TO INCREASE THE CITY ADMINISTRATOR'S SALARY TO \$125,000.** Council Member Bloyer seconded the motion.

Council Member Bloyer offered a friendly amendment **THAT THE INCREASE BE RETROACTIVE TO THE BEGINNING OF THE YEAR.**

Fliflet open to considering raise after a performance review process. The timing and need for a review was discussed.

**MOTION FAILED 2-3. (Fliflet, Lundgren, Smith – Nay).**

City Attorney Snyder offered a recommendation for a review of the City Administrator's pay increase off-line and bring back a recommendation to the City Council.

*Councilmember Fliflet moved TO ENTERTAIN A RAISE AS A PART OF A FORMAL REVIEW PROCESS BY THE CITY COUNCIL WHICH CAN BE DONE AND BE BROUGHT BACK TO A REGULAR SCHEDULED CITY COUNCIL MEETING. Council Member Lundgren seconded the motion. MOTION PASSED 4-1 (Bloyer Nay).*

Mr. Zuleger stated he appreciated the support of the community.

*Mayor Pearson moved TO ADJOURN THE MEETING. Councilmember Bloyer seconded the motion. MOTION FAILED 2-3. Fliflet, Lundgren, Smith – Nay.*

**ITEM 24: FUTURE GROWTH STRATEGY / PHASING PLAN POLICY**

Council Member Fliflet explained her reasons for requesting discussion on future growth. Community Development Director Klatt explained the key issues of managing growth: strict and thorough review plans as part of following the phasing plan. Klatt clarified that stage one of phasing plan will not have any regulation changes. It would not make sense for city to not develop the remaining parcels in phase one, most of which are commercial lots. The only way to stop it would be with a moratorium.

Options to slow down growth were discussed.

**STAFF REPORTS & ANNOUNCEMENTS:**

**City Administrator Zuleger:** No report.

**City Clerk Bell:** No report.

**City Finance Director Bendel:** No report.

**City Attorney Snyder:** No report.

**Community Development Director Klatt:** A hearing for a wedding venue ordinance for rural properties will be held by the Planning Commission.

**City Engineer Griffin:** No report.

*Mayor Pearson Adjourned the meeting at 11:37pm.*

LAKE ELMO CITY COUNCIL

ATTEST:

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

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

**CITY OF LAKE ELMO  
CITY COUNCIL MINUTES  
JULY 21, 2015**

**A. CALL TO ORDER**

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

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

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

**B. PLEDGE OF ALLIGENCE**

**C. APPROVAL OF AGENDA**

*Councilmember Fliflet moved TO TABLE ITEMS 1, 2, 3 AND 16; AND MOVE ITEM 12 TO THE CONSENT AGENDA. Councilmember Smith seconded the motion. MOTION PASSED 5 – 0.*

**D. ACCEPT MINUTES**

July 7, 2015 meeting minutes accepted with an addition by Councilmember Bloyer.

**COUNCIL REPORTS**

**Mayor Pearson:** Attended the Parks Commission meeting and walk through at Reid Park, the Metropolitan Airports Commission open house and Washington County Commissioners meeting where the future of Tartan Park was discussed. Met with residents to discuss the proposal for downtown and met residents at the Farmers Market.

**Council Member Lundgren:** Attended the Council workshop to discuss 5<sup>th</sup> Street landscaping, Metropolitan Airports Commission open house and Washington County Commissioners meeting concerning Tartan Park. Stated that the Farmers Market is going well and has begun holding drawings. Thanked Public Works Director Bouthilet for installing AEDs and plaques. Asked residents for input on a possible dog park in the city.

**Council Member Bloyer:** Attended the Metropolitan Airports Commission open house. Thanked all those who have helped organize Tri Lakes swimming lessons.

**Council Member Smith:** Met with a resident interested in having a dog park in the city. Fielded calls on the cemetery and wedding venue proposals. Met with County Commissioner Gary Kriesel and would like to assist the Mayor with preserving Tartan Park as a park versus allowing it to become corporate owned.

**Council Member Fliflet:** Attended the Library Board meeting and was impressed by the library and its staff. Worked on the Interim Administrator contract.

**PUBLIC COMMENTS/INQUIRIES**

City Clerk Johnson read a letter from City Staff.

Neil Krueger, 4452 Lake Elmo Avenue North, asked for a respectful meeting and would like the city to move forward.

Deb Krueger, 4452 Lake Elmo Avenue North, spoke about civility and asked the council and citizens for respectful conversations.

**PRESENTATIONS**

None

**FINANCE CONSENT AGENDA**

5. Approval of Interim City Administrator Contract
6. Approve Payment of Disbursements
7. Accept Building Report dated June 30, 2015
8. Accept City Assessor Report dated June 30, 2015

*MOTION: Member Fliquet moved TO APPROVE THE FINANCE CONSENT AGENDA AS PRESENTED. Council Member Bloyer seconded the motion. MOTION PASSED 5-0.*

**OTHER CONSENT AGENDA**

9. Zoning Text Amendment – Subdivision Identification Signs, *Ordinance 08-124*
10. Zoning Text Amendment – Accessory Building Setbacks in Urban Residential Districts, *Ordinance 08-125*
- 10.5 Approve Cable Commission Updated Policies and Procedures
12. Stormwater Drainage Improvements – Approve Ditch Cleaning at 8690 & 8702 Ironwood Tr. N.

*MOTION: Council Member Fliquet moved TO REMOVED ITEMS 9 AND 10 FROM THE CONSENT AGENDA FOR DISCUSSION. Mayor Pearson seconded the motion. MOTION PASSED 5-0.*

**ITEM 9: ZONING TEXT AMENDMENT – SUBDIVISION IDENTIFICATION SIGNS, ORDINANCE 08-124**

City Planner Klatt explained that in an effort to clarify the city code, the development community was asked for input on the size and number of subdivision identification signs that should be permitted, with very mixed responses received.

*MOTION: Mayor Pearson moved TO ADOPT ORDINANCE 08-124. Motion died for lack of a second.*

Discussion held concerning the size of the signs. Community Development Director Klatt suggested further review by the Planning Commission to provide input on sign size.

*MOTION: Councilmember Fliquet moved TO SEND THE PROPOSED ORDINANCE 08-124 BACK TO THE PLANNING COMMISSION FOR FURTHER DISCUSSION WITH DIRECTION THAT THE CITY COUNCIL PREFERS A MAXIMUM SIGN SIZE OF 24 SQUARE FEET. Councilmember Smith seconded the motion. MOTION PASSED 4 – 1. (Bloyer – Nay)*

**ITEM 10: ZONING TEXT AMENDMENT – ACCESSORY BUILDING SETBACKS IN URBAN RESIDENTIAL DISTRICTS, ORDINANCE 08-125**

Community Development Director Klatt reviewed the history of the issue, explaining that 10 foot setbacks are currently allowed in the Rural Residential district, and is a more practical setback for smaller lots in developments.

*Mayor Pearson moved TO ADOPT ORDINANCE 08-125, REDUCING THE REAR YARD SETBACK FOR DETACHED ACCESSORY BUILDINGS IN THE URBAN RESIDENTIAL*

*DISTRICTS FROM 20 FEET TO 10 FEET. Councilmember Bloyer seconded the motion. MOTION PASSED 5 – 0.*

*Mayor Pearson moved TO ADOPT RESOLUTION 2015-58, AUTHORIZING SUMMARY PUBLICATION OF ORDINANCE 08-125. Councilmember Bloyer seconded the motion. MOTION PASSED 5 – 0.*

*Councilmember Fliflet moved TO APPROVE THE CONSENT AGENDA. Councilmember Smith seconded the motion. MOTION PASSED 5 – 0.*

### **REGULAR AGENDA**

#### **11. PRESENTATION OF 2015A BOND ISSUANCE RESULTS, RESOLUTION #2015-57**

Tammy Omdahl of Northland Securities presented the results of the sale of City bonds. 8 bids were received and all were very favorable given the higher interest rate environment compared to rates when the sale was approved.

*Councilmember Fliflet moved TO APPROVE RESOLUTION NO. 2015-57 AWARDING THE SALE, PRESCRIBING THE FORM AND DETAILS AND PROVIDING FOR THE PAYMENT OF \$2,815,000 GENERAL OBLIGATION BONDS, SERIES 2015A. Councilmember Lundgren seconded the motion. MOTION PASSED 5 – 0.*

#### **13. TH36 AND HIGHLANDS TRAIL – REQUEST FOR STREET LIGHT SAFETY IMPROVEMENT**

City Engineer Griffin reported that a resident has requested a street light at the intersection of Highway 36 and Highlands Trail to improve visibility and safety. Staff supported the request and obtained a quote from Xcel Energy for the installation of a street light in the amount of \$1,906. Councilmember Fliflet asked if the neighboring property owners had been notified of the potential installation of a street light.

*Councilmember Lundgren moved TO APPROVE THE INSTALLATION OF A STREET LIGHT AT THE INTERSECTION OF TH36 AND HIGHLANDS TRAIL, CONTINGENT UPON NOTIFICATION OF ADJACENT PROPERTY OWNERS AND NO OBJECTIONS. Councilmember Fliflet seconded the motion. MOTION PASSED 4 – 1. (Bloyer – Nay)*

#### **14. DIEDRICH PROPERTY TOWNHOUSES (LENNAR) – PRELIMINARY PLAT**

Community Development Director Klatt presented the proposal for a new subdivision on approximately 15 acres just north of Hunters Crossing on Lake Elmo Avenue. Klatt reviewed the Planning Commission recommended conditions of approval, noting additions were made to the conditions for clarification.

Tree preservation, proposed outlots and parks were discussed. Len Pratt spoke on behalf of the land owners, describing the target market for the townhomes and offering suggestions for a passive park area in the development.

*Mayor Pearson moved TO ADOPT RESOLUTION 2015-56 APPROVING THE LENNAR DEIDRICH TOWNHOUSES PRELIMINARY PLAT WITH 16 CONDITIONS OF APPROVAL AS AMENDED. Councilmember Bloyer seconded the motion. MOTION PASSED 4 – 1. (Fliflet – Nay)*

**15. EAST VILLAGE TRUNK SEWER UPDATE**

City Attorney Snyder reported on a request from the developer to delay sewer construction that has been withdrawn. Snyder advised that there may be a request in the future for an extension of time to complete the project.

*Meeting recessed at 8:34 pm and reconvened at 8:40 pm.*

**17. HALCYON CEMETERY PRELIMINARY AND FINAL PLAT**

Community Development Director Klatt reviewed the request for approval of a preliminary and final plat for a cemetery located at 11050 50<sup>th</sup> Street North and reported on the six conditions on the Planning Commission recommendation for approval.

The applicant, Mr. Lee Rossow addressed the Council and provided background information on the project. Mr. Rossow explained the proposed site improvements and anticipated operations of the cemetery and conversion of the existing single family home to offices, caretaker living quarters, and a facility to hold gatherings and services.

Susan Dunn, 11018 Upper 33<sup>rd</sup> Street N., asked when cemeteries were added to the Comp Plan and stated they were not allowed under the old Ordinance. Dunn added that there was a pet crematorium in the City in the past and it was a problem. Dunn also commented on the tax exempt status of cemeteries.

Kristy Roberts, 11165 50<sup>th</sup> Street N., stated she purchased her home two and an half years ago because she wanted to be in a rural residential area with her six children and never imagined a commercial property across the street. Ms. Roberts expressed concern over property values if this application is approved.

Saxe Roberts, 11165 50<sup>th</sup> Street N., stated that the rural residential intended use is for single family homes on a large lots and questioned how a commercial parking lot is allowed in that zone. Mr. Roberts expressed concern over the operation of the cemetery and the lack of park dedication funds from this development.

Rebecca Tenpas, 11330 50<sup>th</sup> Street N., stated her opposition to the application due to it being a commercial venue, noting that it may fit the rules but not the neighborhood.

James Tenpas, 11330 50<sup>th</sup> Street N., stated that the City needs to protect its rural residential residents and not allow this additional traffic on 50<sup>th</sup> Street. Mr. Tenpas stressed that this is a permanent decision.

Sadie Tenpas, 11330 50<sup>th</sup> Street N., voiced opposition to the project, stating that there are environmental and aesthetic consequences, harm to property values, and commercial use in rural residential zone. Ms. Tenpas also expressed concern over long term maintenance and upkeep of the property.

Janet Thompson, 11491 50<sup>th</sup> Street N., stated that the zoning allows this type of use but it does not fit with the neighborhood. Ms. Thompson also stated she is opposed to a business like this that will attract vandals.

Richard Hesse, 5235 Kirkwood Ave., read an email he sent to the Councilmembers and stated that no business should be allowed at this site and stated many concerns regarding the proposal.

Deb Krueger, 4452 Lake Elmo Ave., questioned if the Planning Commissioners did their research or were familiar with City codes. Ms. Krueger expressed concern over the care fund at the State of Minnesota and asked the Council to table the request to allow for further research.

Community Development Director Klatt read an email from Jean Madrinich, 11240 50<sup>th</sup> Street, expressing opposition to the project.

Councilmember Bloyer asked City Attorney Snyder and Community Development Director Klatt for guidance, as he felt the City Council was not comfortable with the proposal. Councilmember Fliflet asked for further definition of “cemetery” and Councilmember Lundgren requested further definition of “funeral home.”

*Councilmember Smith moved TO TABLE THE REQUEST FOR FURTHER CITY REVIEW. Councilmember Fliflet seconded the motion. MOTION PASSED 5 – 0.*

**18. FINAL PLAT, FINAL PUD PLAN AND ZONING MAP AMENDMENT – WILDFLOWER AT LAKE ELMO. ORDINANCE NO. 08-126**

Community Development Director Klatt reviewed the request for the first phase of Wildflower at Lake Elmo, noting that no construction can begin until the trunk sewer project is complete. Klatt presented the recommended twelve conditions of approval, plus five additional conditions added by the Planning Commission.

Applicant Bob Engstrom addressed questions concerning landscaping, trails and street widths. Street naming was also discussed, with Mayor Pearson questioning the use of unique street names versus using the county system of naming streets. Discussion was also held concerning a request from Jean DuPuis at 11676 Stillwater Blvd. N., who asked that the proposed grass trail behind her home be eliminated from the plan.

*Councilmember Smith moved TO ADOPT ORDINANCE 08-126 AND RESOLUTION 2015-60 WITH CONDITIONS 1 – 16 AND RECOGNIZING THERE WILL BE NO GRASS TRAIL ON OUTLOT O AND TO CONDITION 16 TO STATE THAT PRIVATE MITIGATION STEPS WILL BE ENFORCED AND THE SOUTHERNMOST STREET WILL BE 18 FEET WIDE VERSUS 24 FEET. Councilmember Fliflet seconded the motion.*

*Mayor Pearson moved TO AMEND THE PRIMARY MOTION TO INCLUDE CONDITION 17 IN THE APPROVAL. Councilmember Bloyer seconded the motion. Motion passed 3 – 2. (Fliflet, Smith – Nay)*

Mayor Pearson stated that he could not support 18 foot street widths and was concerned about alley maintenance and the amount of asphalt in the development. Councilmember Bloyer also stated that he could not support 18 foot street widths.

*Vote taken on primary motion. MOTION PASSED 3 – 2. (Pearson, Bloyer – Nay)*

**19. COUNCIL DRIVEN WORKSHOP FOLLOW UP**

City Attorney Snyder stated that the Council spoke about dispute resolution at a prior workshop and has continued to express interest in enhancing conversations and working together. Snyder described services offered by the State of Minnesota Dispute Resolution and stated he will work with the Interim City Administrator and City Clerk to facilitate use of those services.

Meeting adjourned at 11:08 pm.

**LAKE ELMO CITY COUNCIL**

ATTEST:

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

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



**MAYOR & COUNCIL COMMUNICATION**

**DATE:** August 4, 2015  
**CONSENT**  
**ITEM** 3  
**MOTION**

**AGENDA ITEM:** Approve Disbursements in the amount of \$753,589.04

**SUBMITTED BY:** Patty Baker, Accountant

**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

**POLICY RECOMMENDER:** Finance

**FISCAL IMPACT:** \$753,589.04

**SUMMARY AND ACTION REQUESTED:** As part of its Consent Agenda, the City Council is asked to approve disbursements in the amount of \$753,589.04. 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.

<b>Claim #</b>	<b>Amount</b>	<b>Description</b>
ACH	\$ 17,229.33	Payroll Taxes to IRS & MN Dept of Revenue 7/23/15
ACH	\$ 5,795.37	Payroll Retirement to PERA 7/23/15
DD6478-DD6508	\$ 36,993.58	Payroll Dated (Direct Deposits) 7/23/15
43130-43184	\$ 693,510.76	Accounts Payable 8/04/15
2741	\$ 60.00	Library Card Reimbursement 8/04/15
<b>TOTAL</b>	<b>\$ 753,589.04</b>	

**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 \$753,589.04.

**ATTACHMENTS:**

1. Accounts Payable – check registers

# Accounts Payable To Be Paid Proof List

User: PattyB

Printed: 07/29/2015 - 2:55 PM

Batch: 011-07-2015

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
APPLIANC Appliance Installers of MIN										
2015-0739	07/27/2015	19.00	0.00	08/04/2015	Refund Overpayment		-			No 0000
101-000-0000-11500	Accounts Receivable	19.00								
	2015-0739 Total:	19.00								
	APPLIANC Total:									
BATBULBS Batteries Plus Bulbs										
032-830573	07/14/2015	12.95	0.00	08/04/2015	Legion Lift Station		-			No 0000
602-495-9450-42270	Utility System Maint Supplies	12.95								
	032-830573 Total:	12.95								
	BATBULBS Total:									
BERTELSON Bertelson's										
OE-401330-1	07/27/2015	351.85	0.00	08/04/2015	Binding Machine		-			No 0000
101-410-1320-42000	Office Supplies	32.07	0.00	08/04/2015	Supplies		-			No 0000
OE-401330-1	07/27/2015	23.58	0.00	08/04/2015	Supplies		-			No 0000
101-410-1910-42000	Office Supplies	407.50	0.00	08/04/2015	Call Bell		-			No 0000
OE-401330-1	07/27/2015	5.70	0.00	08/04/2015	Call Bell		-			No 0000
101-410-1520-42000	Office Supplies	5.70	0.00	08/04/2015	Call Bell		-			No 0000
	OE-401330-1 Total:	11.40								
	BERTELSON Total:	418.90								
BIFFS Biff's Inc.										
W567539-567548	07/22/2015	846.00	0.00	08/04/2015	Portable Restrooms - Parks		-			No 0000
101-450-5200-44120	Rentals - Buildings	846.00								
	W567539-567548 Total:	846.00								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
BIFFS Total:		846.00								
BOLTONME Bolton & Menk, Inc										
177839	05/14/2015	2,053.50	0.00	08/04/2015	2014.139 39th Street		-		No	0000
602-495-9450-43030 Engineering Services										
177839 Total:		2,053.50								
180115	07/17/2015	896.00	0.00	08/04/2015	2014-131 39th Street		-		No	0000
602-495-9450-43030 Engineering Services										
180115	07/17/2015	2,998.50	0.00	08/04/2015	2014-131 39th Street		-		No	0000
602-495-9450-43030 Engineering Services										
180115 Total:		3,894.50								
180116	07/17/2015	786.00	0.00	08/04/2015	Field Survey Ironwood Trail		-		No	0000
409-480-8000-43030 Engineering Services										
180116 Total:		786.00								
BOLTONME Total:		6,734.00								
CARDMEMB Cardmember Service										
6192015	06/19/2015	48.02	0.00	08/04/2015	Personal - gas charges		-		No	0000
101-000-0000-11500 Accounts Receivable										
6192015	06/19/2015	85.68	0.00	08/04/2015	Holiday		-		No	0000
101-420-2220-44300 Miscellaneous										
6192015	06/19/2015	1,298.00	0.00	08/04/2015	Equipment for new ladder		-		No	0000
404-480-8000-45500 Vehicles										
6192015	06/19/2015	36.00	0.00	08/04/2015	Dominos - staff meeting		-		No	0000
101-410-1320-44300 Miscellaneous										
6192015	06/19/2015	370.00	0.00	08/04/2015	CAFR		-		No	0000
101-410-1520-43010 Audit Services										
6192015	06/19/2015	43.15	0.00	08/04/2015	Kwik Trip		-		No	0000
101-420-2400-42120 Fuel, Oil and Fluids										
6192015	06/19/2015	38.53	0.00	08/04/2015	Parking, meal		-		No	0000
101-410-1320-44300 Miscellaneous										
6192015	06/19/2015	16.02	0.00	08/04/2015	Audible		-		No	0000
101-410-1320-44300 Miscellaneous										
6192015	06/19/2015	11.98	0.00	08/04/2015	Hagbergs		-		No	0000
101-410-1940-44300 Miscellaneous										
6192015 Total:		1,947.38								
CARDMEMB Total:		1,947.38								
CARQUEST Car Quest Auto Parts										
2055-353631	07/14/2015	17.48	0.00	08/04/2015	Supplies		-		No	0000
101-430-3100-44010 Repairs/Maint Bldg										
2055-353631 Total:		17.48								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
2055-354337	07/22/2015	212.54	0.00	08/04/2015	Maintenance - 09-1 Dodge		-	No		0000
101-430-3100-44040	Repairs/Maint Eqpt									
	2055-354337 Total:	212.54								
	CARQUEST Total:	230.02								
CENTURYL CenturyLink										
6192015	07/19/2015	128.46	0.00	08/04/2015	Phone Service - Library		-	No		0000
206-450-5300-43210	Telephone									
6192015	07/19/2015	115.00	0.00	08/04/2015	Internet Service - Library		-	No		0000
206-450-5300-43250	Internet									
	6192015 Total:	243.46								
	CENTURYL Total:	243.46								
CTYOAKDA City of Oakdale										
201507144785	07/14/2015	172.42	0.00	08/04/2015	Replace sensors on CV1		-	No		0000
101-420-2220-44040	Repairs/Maint Eqpt									
	201507144785 Total:	172.42								
	CTYOAKDA Total:	172.42								
CTYOAKDP City of Oakdale										
201507234809	07/23/2015	773.28	0.00	08/04/2015	Sewer Line Cleaning		-	No		0000
602-495-9450-42270	Utility System Maint Supplies									
	201507234809 Total:	773.28								
	CTYOAKDP Total:	773.28								
CTYROSEV City of Roseville										
220479	07/27/2015	2,951.42	0.00	08/04/2015	Monthly IT Services - August		-	No		0000
101-410-1450-43180	Information Technology/Web									
	220479 Total:	2,951.42								
220503	07/27/2015	107.64	0.00	08/04/2015	Telephone - Admin		-	No		0000
101-410-1320-43210	Telephone									
220503	07/27/2015	17.00	0.00	08/04/2015	Telephone - Buliding		-	No		0000
101-420-2400-43210	Telephone									
220503	07/27/2015	17.00	0.00	08/04/2015	Telephone - Communication		-	No		0000
101-410-1450-43210	Telephone									
220503	07/27/2015	17.00	0.00	08/04/2015	Telephone - Engineering		-	No		0000
101-410-1930-43210	Telephone									
220503	07/27/2015	34.00	0.00	08/04/2015	Telephone - Finance		-	No		0000
101-410-1520-43210	Telephone									
220503	07/27/2015	47.15	0.00	08/04/2015	Telephone - Planning		-	No		0000
101-410-1910-43210	Telephone									

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
220503	07/27/2015	224.65	0.00	08/04/2015	Telephone - PW		-	No		0000
101-430-3100-43210	Telephone									
	220503 Total:	464.44								
	CTYROSEV Total:	3,415.86								
CTYSTPAU City of St. Paul										
3802	07/09/2015	196.53	0.00	08/04/2015	Asphalt		-	No		0000
101-430-3120-42240	Street Maintenance Materials									
	3802 Total:	196.53								
	CTYSTPAU Total:	196.53								
DPCINDUS DPC Industries, Inc.										
827001074-15	07/08/2015	400.08	0.00	08/04/2015	Hydrofluorosilicic Acid		-	No		0000
601-494-9400-42160	Chemicals									
	827001074-15 Total:	400.08								
	DPCINDUS Total:	400.08								
DRESSER Dresser Trap Rock, Inc										
91683	07/21/2015	1,194.11	0.00	08/04/2015	Chips		-	No		0000
101-430-3120-42240	Street Maintenance Materials									
	91683 Total:	1,194.11								
	DRESSER Total:	1,194.11								
FOCUS Focus Engineering, Inc.										
2059-2063	07/25/2015	749.50	0.00	08/04/2015	Building		-	No		0000
101-420-2400-43030	Engineering									
2059-2063	07/25/2015	337.50	0.00	08/04/2015	PW		-	No		0000
101-430-3100-43030	Engineering Services									
2059-2063	07/25/2015	2,678.25	0.00	08/04/2015	General		-	No		0000
101-410-1930-43030	Engineering Services									
2059-2063	07/25/2015	1,891.55	0.00	08/04/2015	Planning		-	No		0000
101-410-1910-43030	Engineering Services									
	2059-2063 Total:	5,656.80								
2064	07/25/2015	59.00	0.00	08/04/2015	Water		-	No		0000
601-494-9400-43030	Engineering Services									
2064	07/25/2015	278.60	0.00	08/04/2015	Sewer		-	No		0000
602-495-9450-43030	Engineering Services									
2064	07/25/2015	1,142.00	0.00	08/04/2015	Surface Water		-	No		0000
603-496-9500-43030	Engineering Services									
	2064 Total:	1,479.60								
2065	07/25/2015	688.50	0.00	08/04/2015	Transportation & Traffic		-	No		0000
409-480-8000-43030	Engineering Services									

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
2065	07/25/2015	320.25	0.00	08/04/2015	Street Maintenance		-	No		0000
409-480-8000-43030	Engineering Services									
2065	07/25/2015	230.00	0.00	08/04/2015	Municipal Aid System		-	No		0000
409-480-8000-43030	Engineering Services									
2065	07/25/2015	298.00	0.00	08/04/2015	Capital Improvement		-	No		0000
409-480-8000-43030	Engineering Services									
	2065 Total:	1,536.75								
2066	07/25/2015	379.00	0.00	08/04/2015	Production Well 4		-	No		0000
601-494-9400-43030	Engineering Services									
	2066 Total:	379.00								
2067	07/25/2015	88.30	0.00	08/04/2015	Section 34 Water		-	No		0000
601-494-9400-43030	Engineering Services									
2067	07/25/2015	132.45	0.00	08/04/2015	Section 34 Sewer		-	No		0000
602-495-9450-43030	Engineering Services									
	2067 Total:	220.75								
2068	07/25/2015	745.38	0.00	08/04/2015	CSAH 15 Corridor		-	No		0000
602-495-9450-43030	Engineering Services									
	2068 Total:	745.38								
2069	07/25/2015	200.00	0.00	08/04/2015	Pumphouse 4		-	No		0000
601-494-9400-43030	Engineering Services									
	2069 Total:	200.00								
2070	07/25/2015	3,828.33	0.00	08/04/2015	LE Ave Trunk Watermain		-	No		0000
601-494-9400-43030	Engineering Services									
	2070 Total:	3,828.33								
2071	07/25/2015	6,376.50	0.00	08/04/2015	LE Ave Corridor		-	No		0000
409-480-8000-43030	Engineering Services									
	2071 Total:	6,376.50								
2072	07/25/2015	206.50	0.00	08/04/2015	State Highway 36		-	No		0000
409-480-8000-43030	Engineering Services									
	2072 Total:	206.50								
2073	07/25/2015	1,301.55	0.00	08/04/2015	Inwood Booster		-	No		0000
601-494-9400-43030	Engineering Services									
	2073 Total:	1,301.55								
2074	07/25/2015	140.00	0.00	08/04/2015	Inwood Trunk Watermain		-	No		0000
601-494-9400-43030	Engineering Services									
	2074 Total:	140.00								
2075	07/25/2015	1,618.00	0.00	08/04/2015	39th Street		-	No		0000
409-480-8000-43030	Engineering Services									
	2075 Total:	1,618.00								
2076	07/25/2015	2,179.06	0.00	08/04/2015	2015 Seal Coat		-	No		0000
409-480-8000-43030	Engineering Services									
	2076 Total:	2,179.06								
2077	07/25/2015	3,716.00	0.00	08/04/2015	Eagle Point Blvd St		-	No		0000
409-480-8000-43030	Engineering Services									
	2077 Total:	3,716.00								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
2078	07/25/2015	510.00	0.00	08/04/2015	Lennar I94 Corridor		-	No		0000
803-000-0000-22910 Developer Payments										
2078 Total:		510.00								
2079	07/25/2015	11,486.49	0.00	08/04/2015	Boulder Ponds		-	No		0000
803-000-0000-22910 Developer Payments										
2079 Total:		11,486.49								
2080	07/25/2015	285.25	0.00	08/04/2015	Hunters Crossing		-	No		0000
803-000-0000-22910 Developer Payments										
2080 Total:		285.25								
2081	07/25/2015	2,701.05	0.00	08/04/2015	Wildflower		-	No		0000
803-000-0000-22910 Developer Payments										
2081 Total:		2,701.05								
2082	07/25/2015	1,058.50	0.00	08/04/2015	Village Preserve		-	No		0000
803-000-0000-22910 Developer Payments										
2082 Total:		1,058.50								
2083	07/25/2015	3,670.10	0.00	08/04/2015	Easton Village		-	No		0000
803-000-0000-22910 Developer Payments										
2083 Total:		3,670.10								
2084	07/25/2015	42.88	0.00	08/04/2015	Kwik Trip		-	No		0000
803-000-0000-22910 Developer Payments										
2084 Total:		42.88								
2085	07/25/2015	8,870.56	0.00	08/04/2015	Savonna II		-	No		0000
803-000-0000-22910 Developer Payments										
2085 Total:		8,870.56								
2086	07/25/2015	10,903.85	0.00	08/04/2015	Hans Hagen		-	No		0000
803-000-0000-22910 Developer Payments										
2086 Total:		10,903.85								
2087	07/25/2015	737.50	0.00	08/04/2015	Halcyon Cemetery		-	No		0000
803-000-0000-22910 Developer Payments										
2087 Total:		737.50								
2088	07/25/2015	298.00	0.00	08/04/2015	Diedrich - Reider - Lennar		-	No		0000
803-000-0000-22910 Developer Payments										
2088 Total:		298.00								
2089	07/25/2015	2,652.10	0.00	08/04/2015	Hunters Crossing II		-	No		0000
803-000-0000-22910 Developer Payments										
2089 Total:		2,652.10								
2090	07/25/2015	3,257.33	0.00	08/04/2015	Savonna III		-	No		0000
803-000-0000-22910 Developer Payments										
2090 Total:		3,257.33								
2091	07/25/2015	147.50	0.00	08/04/2015	Auto Owners Building		-	No		0000
803-000-0000-22910 Developer Payments										
2091 Total:		147.50								
2092	07/25/2015	59.00	0.00	08/04/2015	Legends OP (Landucci)		-	No		0000
803-000-0000-22910 Developer Payments										

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
2092	07/25/2015	111.00	0.00	08/04/2015	ISD 916 Eagle Point School		-			0000
803-000-0000-22910	Developer Payments	170.00								
	2092 Total:	76,375.33								
	FOCUS Total:									
GEISLING Geislinger & Sons, INC										
Pay Request 6	07/28/2015	28,206.94	0.00	08/04/2015	39th Street North		-			0000
602-495-9450-43030	Engineering Services									
Pay Request 6	07/28/2015	6,586.79	0.00	08/04/2015	39th Street North		-			0000
601-494-9400-43030	Engineering Services									
Pay Request 6	07/28/2015	80,902.26	0.00	08/04/2015	39th Street North		-			0000
409-480-8000-43030	Engineering Services									
Pay Request 6 Total:		115,695.99								
GEISLING Total:		115,695.99								
GKSERVIC G&K Services										
1182200409	07/15/2015	36.84	0.00	08/04/2015	Uniforms		-			0000
101-430-3100-44170	Uniforms									
1182200409 Total:		36.84								
1182211680	07/22/2015	36.84	0.00	08/04/2015	Uniforms		-			0000
101-430-3100-44170	Uniforms									
1182211680 Total:		36.84								
1182223021	07/29/2015	36.84	0.00	08/04/2015	Uniforms		-			0000
101-430-3100-44170	Uniforms									
1182223021 Total:		36.84								
GKSERVIC Total:		110.52								
GREATAM Great America Financial										
17277117	07/16/2015	571.76	0.00	08/04/2015	Copier maintenance		-			0000
101-410-1940-44040	Repairs/Maint Contractual Eqpt									
17277117 Total:		571.76								
GREATAM Total:		571.76								
HACH HACH Company										
9427288	06/17/2015	466.26	0.00	08/04/2015	Flouride		-			0000
601-494-9400-42160	Chemicals									
9427288 Total:		466.26								
HACH Total:		466.26								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
HOLIDAYC Holiday Credit Office 07/15/2015										
101-420-2220-42120	Fuel, Oil and Fluids	144.64	0.00	08/04/2015	Fuel		-	No		0000
Total:		144.64								
HOLIDAYC Total:										
HYDRO Hydromethods										
201507508	07/10/2015	135.00	0.00	08/04/2015	Savonna III - Stormwater		-	No		0000
803-000-0000-22910	Developer Payments	360.00	0.00	08/04/2015	Diedrich-Reider Lennar		-	No		0000
201507508	07/29/2015	495.00								
803-000-0000-22910	Developer Payments	495.00								
201507508 Total:		495.00								
HYDRO Total:										
INNOVAT Innovative Office Solutions										
850198	07/22/2015	48.19	0.00	08/04/2015	Paper & Supplies		-	No		0000
101-410-1910-42000	Office Supplies	47.12	0.00	08/04/2015	Paper & Supplies		-	No		0000
850198	07/22/2015	41.50	0.00	08/04/2015	Paper		-	No		0000
101-410-1320-42000	Office Supplies	41.50	0.00	08/04/2015	Paper		-	No		0000
850198	07/22/2015	178.31	0.00	08/04/2015	Paper		-	No		0000
101-410-1520-42000	Office Supplies	178.31								
850198	07/22/2015	178.31								
101-430-3100-42000 Office Supplies		178.31								
850198 Total:		178.31								
INNOVAT Total:										
IVERSONR Iverson Reuvers Condon										
10288	05/12/2015	3,027.85	0.00	08/04/2015	Legal Services		-	No		0000
101-410-1320-43040	Legal Services	3,027.85	0.00	08/04/2015	Legal Services		-	No		0000
10362	06/12/2015	2,020.85	0.00	08/04/2015	Legal Services		-	No		0000
101-410-1320-43040	Legal Services	2,020.85								
10362 Total:		2,020.85								
101-410-1320-43040 Legal Services		5,048.70								
10362 Total:		5,048.70								
IVERSONR Total:										
JOHNNICK Johnson Nick										
101-410-1910-43310	07/29/2015	33.12	0.00	08/04/2015	Mileage for June and July 2015		-	No		0000
101-410-1910-43310	Mileage	33.12								
Total:		33.12								
JOHNNICK Total:										

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
kathfuel Kath Fuel Oil Service Co										
519643	07/17/2015	1,768.73	0.00	08/04/2015	Fuel		-	No		0000
101-430-3100-42120	Fuel, Oil and Fluids									
	519643 Total:	1,768.73								
519644	07/17/2015	974.65	0.00	08/04/2015	Fuel		-	No		0000
101-430-3100-42120	Fuel, Oil and Fluids									
	519644 Total:	974.65								
	kathfuel Total:	2,743.38								
KINGK King Cassidy										
Cable	07/21/2015	55.00	0.00	08/04/2015	CCM 7/21/15		-	No		0000
101-410-1450-43620	Cable Operations									
	Cable Total:	55.00								
	KINGK Total:	55.00								
MENARDSO Menards - Oakdale										
81695	07/10/2015	82.45	0.00	08/04/2015	Sanctuary		-	No		0000
404-480-8000-44030	Repairs/Maint Imp Not Bldgs									
	81695 Total:	82.45								
81726	07/10/2015	47.98	0.00	08/04/2015	Equipment for ladder		-	No		0000
410-480-8000-45500	Vehicles									
	81726 Total:	47.98								
81974	07/14/2015	239.68	0.00	08/04/2015	Sanctuary - gaga pit		-	No		0000
404-480-8000-44030	Repairs/Maint Imp Not Bldgs									
	81974 Total:	239.68								
81975	07/14/2015	35.73	0.00	08/04/2015	Sanctuary - gaga pit		-	No		0000
404-480-8000-44030	Repairs/Maint Imp Not Bldgs									
81975	07/14/2015	10.00	0.00	08/04/2015	boot spray		-	No		0000
101-450-5200-42150	Shop Materials									
	81975 Total:	45.73								
82225	07/16/2015	43.40	0.00	08/04/2015	Maintenance supplies		-	No		0000
101-450-5200-44030	Repairs/Maint Imp Not Bldgs									
	82225 Total:	43.40								
82677	07/22/2015	34.55	0.00	08/04/2015	Shop supplies		-	No		0000
101-450-5200-42150	Shop Materials									
82677	07/22/2015	106.43	0.00	08/04/2015	Backpack Sprayer		-	No		0000
101-450-5200-42400	Small Tools & Minor Equipment									
	82677 Total:	140.98								
82743	07/23/2015	19.98	0.00	08/04/2015	Equipment for ladder		-	No		0000
410-480-8000-45500	Vehicles									
	82743 Total:	19.98								
82835	07/24/2015	17.25	0.00	08/04/2015	Shop supplies		-	No		0000
101-450-5200-42150	Shop Materials									
	82835 Total:	17.25								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close PO Line #
MENARDSO Total:		637.45								
MENARDST Menards - Stillwater										
69539	07/21/2015	179.80	0.00	08/04/2015	Tools		-	No		0000
410-480-8000-45500	Vehicles									
69539 Total:		179.80								
69629	07/21/2015	-16.99	0.00	08/04/2015	Return		-	No		0000
410-480-8000-45500	Vehicles									
69629 Total:		-16.99								
MENARDST Total:		162.81								
MIDHYDRA Midwest Hydraulic										
3374	07/20/2015	210.00	0.00	08/04/2015	Equipment repair		-	No		0000
101-430-3120-44040	Repairs/Maint Eqpt									
3374 Total:		210.00								
MIDHYDRA Total:		210.00								
MNSECRET Minnesota Secretary of State										
	07/21/2015	120.00	0.00	08/04/2015	Notary Fees - Julie Johnson		-	No		0000
101-410-1320-44330	Dues & Subscriptions									
Total:		120.00								
MNSECRET Total:		120.00								
MOGRENLA Mogren Landscaping										
233757	07/21/2015	41.00	0.00	08/04/2015	Sanctuary		-	No		0000
404-480-8000-44030	Repairs/Maint Imp Not Bldgs									
233757 Total:		41.00								
MOGRENLA Total:		41.00								
NAPA NAPA Auto Parts										
845159	07/21/2015	2.49	0.00	08/04/2015	Light		-	No		0000
101-420-2220-44040	Repairs/Maint Eqpt									
845159 Total:		2.49								
NAPA Total:		2.49								
NORTHTOO Blue Tarp Financial										
4042010752	07/10/2015	189.99	0.00	08/04/2015	Truck Crane		-	No		0000
101-430-3120-42210	Equipment Parts									
4042010752 Total:		189.99								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
NORTHTOO Total:		189.99								
PEARSON Pearson Bros, Inc.										
Final	07/29/2015	51,754.12	0.00	08/04/2015	West Lakeland Portion 2015 Seal Coat		-	No		0000
101-000-0000-11500	Accounts Receivable									
Final Total:		51,754.12								
Final - B	07/29/2015	140,800.44	0.00	08/04/2015	Lake Elmo 2015 Seal Coat		-	No		0000
409-480-8000-43030	Engineering Services									
Final - B Total:		140,800.44								
PEARSON Total:		192,554.56								
RCM RCM Specialties, Inc										
5007	07/13/2015	272.00	0.00	08/04/2015	Emulsion		-	No		0000
101-430-3120-42240	Street Maintenance Materials									
5007 Total:		272.00								
5019	07/16/2015	351.50	0.00	08/04/2015	Emulsion		-	No		0000
101-430-3120-42240	Street Maintenance Materials									
5019 Total:		351.50								
5029	07/21/2015	167.75	0.00	08/04/2015	Emulsion		-	No		0000
101-430-3120-42240	Street Maintenance Materials									
5029 Total:		167.75								
5034	07/23/2015	315.75	0.00	08/04/2015	Emulsion		-	No		0000
101-430-3120-42240	Street Maintenance Materials									
5034 Total:		315.75								
RCM Total:		1,107.00								
REGIONS Regions Hospital										
7611199	07/20/2015	2,100.00	0.00	08/04/2015	EMS Training contract renewal		-	No		0000
101-420-2220-44370	Conferences & Training									
7611199 Total:		2,100.00								
REGIONS Total:		2,100.00								
SPRINT Sprint										
761950227-144	07/18/2015	68.77	0.00	08/04/2015	Cell phones - Admin		-	No		0000
101-410-1940-43210	Telephone									
761950227-144	07/18/2015	249.07	0.00	08/04/2015	Cell phones - Fire		-	No		0000
101-420-2220-43210	Telephone									
761950227-144	07/18/2015	49.12	0.00	08/04/2015	Cell phones - Building		-	No		0000
101-420-2400-43210	Telephone									
761950227-144	07/18/2015	95.54	0.00	08/04/2015	Cell phones - PW		-	No		0000
101-430-3100-43210	Telephone									

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
761950227-144	07/18/2015	96.29	0.00	08/04/2015	Cell phones - Parks		-			0000
101-450-5200-43210	Telephone									No
761950227-144	07/18/2015	62.30	0.00	08/04/2015	Cell phones - Taxpayer Services		-			0000
101-410-1450-43210	Telephone									No
761950227-144	07/18/2015	16.62	0.00	08/04/2015	Cell phones - PLanning		-			0000
101-410-1910-43210	Telephone									No
	761950227-144 Total:	637.71								
	SPRINT Total:	637.71								
SRFCONSU SRF Consulting Group, Inc										
Task order 1	07/20/2015	708.90	0.00	08/04/2015	State Highway 36 Frontage Road		-			0000
409-480-8000-43030	Engineering Services									No
	Task order 1 Total:	708.90								
	SRFCONSU Total:	708.90								
STCROIXR St. Croix Recreation Co.										
18564	07/16/2015	620.00	0.00	08/04/2015	Gaga ball brackets		-			0000
404-480-8000-44030	Repairs/Maint Imp Not Bldgs									No
	18564 Total:	620.00								
	STCROIXR Total:	620.00								
TELEMETR Telemetry & Process Controls										
103137	07/27/2015	1,605.00	0.00	08/04/2015	Well No 4		-			0000
601-494-9400-45800	Other Equipment									No
	103137 Total:	1,605.00								
	TELEMETR Total:	1,605.00								
TKDA TKDA, Inc.										
2015001961	07/08/2015	1,700.43	0.00	08/04/2015	Eagle Point Blvd Street		-			0000
409-480-8000-43030	Engineering Services									No
	2015001961 Total:	1,700.43								
	TKDA Total:	1,700.43								
TMOBILE T Mobile										
947226095	07/11/2015	21.34	0.00	08/04/2015	SCADA Line		-			0000
601-494-9400-43210	Telephone									No
	947226095 Total:	21.34								
	TMOBILE Total:	21.34								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
TOOLGUY The Tool Guy, LLC										
6879	07/28/2015	68.15	0.00	08/04/2015	Tools		-		No	0000
101-430-3100-42400	Small Tools & Minor Equipment									
	6879 Total:	68.15								
	TOOLGUY Total:	68.15								
TRISTATE Tri State Bobcat, Inc.										
S17815	07/01/2015	1,950.00	0.00	08/04/2015	Plate compactor		-		No	0000
101-430-3120-43150	Contract Services									
	S17815 Total:	1,950.00								
	TRISTATE Total:	1,950.00								
VERIZON Verizon Wireless										
9748840923	07/10/2015	35.01	0.00	08/04/2015	Wireless charges		-		No	0000
101-420-2220-43210	Telephone									
	9748840923 Total:	35.01								
	VERIZON Total:	35.01								
WAS-SHER Washington County										
81628	07/20/2015	262,610.87	0.00	08/04/2015	Jan - June 2015 Police Services		-		No	0000
101-420-2100-43150	Law Enforcement Contract									
	81628 Total:	262,610.87								
	WAS-SHER Total:	262,610.87								
WASHCONS Washington Conservation Dist.										
3202	07/15/2015	556.25	0.00	08/04/2015	2nd of 4 billings Shared Educator		-		No	0000
603-496-9500-44370	Conferences & Training									
	3202 Total:	556.25								
	WASHCONS Total:	556.25								
Whiteani White Anita										
Cable	07/21/2015	55.00	0.00	08/04/2015	CCM 7/21/15		-		No	0000
101-410-1450-43620	Cable Operations									
Cable	07/21/2015	25.00	0.00	08/04/2015	CCM 7/21/15 - Bonus		-		No	0000
101-410-1450-43620	Cable Operations									
	Cable Total:	80.00								
	Whiteani Total:	80.00								
	Report Total:	686,240.96								

# Accounts Payable To Be Paid Proof List

User: PattyB

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Batch: 012-07-2015

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
DELTA Delta Dental Of Minnesota 6097498	07/15/2015	1,511.80	0.00	08/04/2015	August Premium		-	No		0000
101-000-0000-21706 Medical Insurance		1,511.80								
	6097498 Total:	1,511.80								
	DELTA Total:									
FUNTIME Funtime										
818	05/05/2015	250.00	0.00	08/04/2015	August Outreach Program		-	No		0000
206-450-5300-42500 Library Collection Maintenance		250.00								
	818 Total:	250.00								
	FUNTIME Total:	250.00								
LEASSOC Lake Elmo Associates, LLP										
Aug15	08/01/2015	2,461.00	0.00	08/04/2015	August Rental		-	No		0000
101-410-1940-44120 Rentals - Building		2,461.00								
	Aug15 Total:	2,461.00								
	LEASSOC Total:	2,461.00								
NCPERS 566200-NCPERS Minnesota										
5662815	07/22/2015	96.00	0.00	08/04/2015	August Premiums		-	No		0000
101-000-0000-21708 Other Benefits		96.00								
	5662815 Total:	96.00								
	NCPERS Total:	96.00								
RABOIN Raboian Daniel										
Aug	08/04/2015	2,500.00	0.00	08/04/2015	August Monthly Installment		-	No		0000
101-410-1320-43100 Assessing Services		2,500.00								
	Aug Total:	2,500.00								
	RABOIN Total:	2,500.00								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
STCROFES St. Croix Festival Theater										
	07/29/2015	150.00	0.00	08/04/2015	August Outreach Program		-	No		0000
206-450-5300-42500	Library Collection Maintenance									
	Total:	150.00								
	STCROFES Total:	150.00								
<hr/>										
VOLFIRE Volunteer Firefighter's Assn										
	07/23/2015	268.00	0.00	08/04/2015	Renewals		-	No		0000
101-420-2220-44330	Dues & Subscriptions									
	07/23/2015	33.00	0.00	08/04/2015	3 new members		-	No		0000
101-420-2220-44330	Dues & Subscriptions									
	Total:	301.00								
	VOLFIRE Total:	301.00								
	Report Total:	7,269.80								



## MAYOR & COUNCIL COMMUNICATION

**DATE:** August 4, 2015  
**CONSENT**  
**ITEM #4**  
**MOTION**

**AGENDA ITEM:** June 2015 Financial Reporting  
**SUBMITTED BY:** Cathy Bendel, Finance Director  
**THROUGH:** Cathy Bendel, Finance Director  
**REVIEWED BY:** Finance Committee

### **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 June 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 June 2015 reflecting the monthly and year to date detail, comparing the actual results to the 2015 Budget.

## **GENERAL FUND:**

### Revenues:

Total revenue for the month was 22% below budget for the month bringing the year to date total revenue to 5.3% below budget. The most significant budget to actual revenue variances are as follows:

- Building Permit revenue was 41.2% above budget for the month and 36.8% below budget on a year to date basis. The budget was compiled for the full year only and the amount shown for the month of June is 1/12<sup>th</sup> of the total budgeted for the year. This represents 7 new home starts in June compared to the budgeted 11 new home starts per month. The year to date new home starts is at 45, of which 7 were open space new homes. The 2015 budget did not include any open space new homes.
- Sewer Permit revenue for the month was 100% below budget due to there being no new sewer permits in the month of June.
- Utility Permit revenue for the month was 98% above budget due to the new development activity generating more permit revenue than budgeted.

### Expenses:

Total expenses for the month were 29.8% lower than budget bringing the year to date expenses to 13.7% less than budget. All departments continue to manage to the bottom line.

The following summarizes variances of note:

#### General:

- Prosecution legal expenses are 7% higher than budget for the month and the majority of the cost increase is covered by fine revenue.
- Building Inspection – The building inspection expenses are 46.7% below budget for the month and 39.6% below budget year to date primarily due to the building permit volume being below the level anticipated in the plan. As a result, the contracted inspector continues to be utilized until the permit volume ramp up to a level justifying a staff addition.
- Streets – the 2015 budget anticipated that the 2015 seal coating and crack filling projects would be completed in June. Some expenses have been processed but the project is still underway and the variance is a timing issue.

In summary, as discussed during the 2015 budget process, expenses are being closely monitored until the development ramps up to cover growth driven expenses. Year to date actual expenses

continue to be less than budgeted and the net income through June is 17% better than budget due to everyone managing to the bottom line.

**LIBRARY FUND:**

Revenues: Revenues for the month and year to date far exceeded budget as a result of recovering the delinquent rent from a prior tenant of \$15k.

Expenses: Expenses for the month of June were within 1% of budget for the month. On a year to date basis, expenses were 17% less than budget.

On a net income basis, the June results are 100% better than budgeted primarily due to the collection of the delinquent tenant rent. This brings the year to date results to 33% better than budgeted.

The ending June cash balance in the library fund is \$133.2k.

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

**ATTACHMENT:**

1. June Financial Reports

2015 By Month  
 Budget to Actual Comparative  
 For the month ending June 30, 2015  
 101-General Fund Summary  
 By Department

DEPT 410 - GEN'L GOV'T	Full Year BUDGET 2015	% to date	MONTH				YTD								
			BUDGET Month	ACTUAL Month	Variance (\$) Month	Variance (%) Month	BUDGET YTD	ACTUAL YTD	Variance (\$) YTD	Variance (%) YTD					
<b>REVENUE</b>															
Total Revenue	3,798,334.00	13.17%	75,167.25	58,479.73	(16,687.52)	-22.20%	528,070.50	500,212.04	(27,858.46)	-5.28%					
<b>EXPENSE</b>															
Total Mayor & Council	40,955.00	67.63%	1,675.00	14,490.56	(12,815.56)	-765.11%	7,050.00	27,696.75	(20,646.75)	-292.86%					
Total Administration	407,316.00	62.15%	29,437.37	33,541.88	(4,104.51)	-13.94%	220,555.50	253,152.92	(32,597.42)	-14.78%					
Total Elections	1,050.00	206.76%	25.00	1,571.03	(1,546.03)	-6184.12%	1,000.00	2,171.03	(1,171.03)	-117.10%					
Total Communications	70,842.00	34.66%	7,037.77	826.01	6,211.76	88.26%	35,495.50	24,556.74	10,938.76	30.82%					
Total Finance	134,647.00	51.89%	21,283.23	16,808.00	4,475.23	21.03%	81,918.50	69,869.14	12,049.36	14.71%					
Total Planning & Zoning	224,218.00	52.25%	19,605.63	15,931.98	3,673.65	18.74%	112,619.00	117,164.75	(4,545.75)	-4.04%					
Total Engineering Services	54,800.00	44.46%	4,600.00	2,618.90	1,981.10	43.07%	27,200.00	24,366.25	2,833.75	10.42%					
Total City Hall	50,235.00	66.24%	4,161.00	4,766.74	(605.74)	-14.56%	25,294.00	33,274.43	(7,980.43)	-31.55%					
Total General Government	984,063.00	46.92%	87,825.00	90,555.10	(2,730.10)	-3.11%	511,132.50	552,252.01	(41,119.51)	-8.04%					
<b>DEPT 420 - PUBLIC SAFETY</b>															
Total Police	517,799.00	50.92%	258,899.50	262,610.87	(3,711.37)	-1.43%	258,899.50	263,645.09	(4,745.59)	-1.83%					
Total Prosecution	50,000.00	55.20%	4,200.00	4,512.50	(312.50)	-7.44%	25,100.00	27,600.00	(2,500.00)	-9.96%					
Total Fire	385,312.00	44.98%	32,865.97	31,288.27	1,577.70	4.80%	201,429.50	173,327.61	28,101.89	13.95%					
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	26.93%	26,674.08	14,223.48	12,450.60	46.68%	144,326.50	87,121.92	57,204.58	39.64%					
Total Emergency Communications	7,000.00	53.50%	1,750.00	3,745.00	(1,995.00)	-114.00%	3,500.00	3,745.00	(245.00)	-7.00%					
Total Animal Control	6,800.00	56.47%	565.00	560.00	5.00	0.88%	3,390.00	3,840.00	(450.00)	-13.27%					
Total Public Safety	1,327,792.00	42.12%	324,954.55	316,940.12	8,014.43	2.47%	636,645.50	559,279.62	77,365.88	12.15%					

	MONTH				YTD			
	BUDGET	ACTUAL	Variance (\$)	Variance (%)	BUDGET	ACTUAL	Variance (\$)	Variance (%)
	Month	Month	Month	Month	YTD	YTD	YTD	YTD
<b>DEPT 430 - PUBLIC WORKS</b>								
Total Public Works	380,195.00	26,466.12	5,191.57	16.40%	204,457.50	180,218.74	24,238.76	11.86%
Total Streets	222,578.00	1,804.59	190,533.41	99.06%	204,638.00	34,953.71	169,684.29	82.92%
Total Ice & Snow Removal	95,500.00	0.00	1,350.00	100.00%	52,600.00	33,564.47	19,035.53	36.19%
Total Street Lighting	28,000.00	1,979.71	370.29	15.76%	14,100.00	11,237.67	2,862.33	20.30%
Total Recycling	9,500.00	568.03	(68.03)	-13.61%	4,750.00	568.03	4,181.97	88.04%
Total Tree Program	6,000.00	0.00	500.00	100.00%	3,000.00	0.00	3,000.00	100.00%
Total Public Works	741,773.00	30,818.45	197,877.24	86.52%	483,545.50	260,542.62	223,002.88	46.12%
<b>DEPT 450 - CULTURE, RECREATION</b>								
Total Parks & Recreation	153,028.00	11,310.74	21,318.28	(10,007.54)	79,993.96	118,833.90	(38,839.94)	-48.55%
IT & Telephone	109,560.00	7,785.73	5,102.27	39.59%	62,778.00	39,368.81	23,409.19	37.29%
GRAND TOTAL ALL EXPENSES	3,316,216.00	467,417.68	198,256.30	29.78%	1,774,095.46	1,530,276.96	243,818.50	13.74%
SUB TOTAL NET INC OVER EXP	482,118.00	(408,937.95)	181,568.78	30.75%	(1,246,024.96)	(1,030,064.92)	215,960.04	17.33%
DEPT 460 - COMP ADJ	35,000.00	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%
Debt Service Increase	247,118.00	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%
GRAND TOTAL ALL DEPTS	3,798,334.00	467,417.68	198,256.30	29.78%	1,774,095.46	1,530,276.96	243,818.50	13.74%
Net Income over Expenses	0.00	(408,937.95)	181,568.78	30.75%	(1,246,024.96)	(1,030,064.92)	215,960.04	17.33%

2015 By Month  
 Budget to Actual Comparative  
 For the month ending June 30, 2015  
 101- General Fund Detail  
 By Department

DEPT 410 - GEN'L GOV'T	Full Year BUDGET 2015	% to date	MONTH					YTD					YTD variance notes	
			BUDGET Month	ACTUAL Month	Variance (\$) Month	Variance (%) Month	BUDGET YTD	ACTUAL YTD	Variance (\$) YTD	Variance (%) YTD				
<b>REVENUE</b>														
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	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	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	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	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	0.00%			
Liquor License	8,350.00	97.60%	0.00	0.00	0.00	0.00%	5,350.00	8,150.00	2,800.00	52.34%				
Wastehauler License	1,680.00	28.57%	0.00	0.00	0.00	0.00%	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	88.00%	0.00	450.00	250.00	125.00%	1,300.00	2,200.00	900.00	69.23%				
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	31.60%	0.00	25,362.01	0.00	-41.20%	0.00	0.00	0.00	0.00%			7 new home permits in June	
Building Re-inspect Fees	1,000.00	0.00%	100.00	0.00	(17,767.99)	-100.00%	258,780.00	163,563.06	(95,216.94)	-36.79%				
Heating Permits	29,040.00	51.85%	2,420.00	3,070.20	650.20	26.87%	14,520.00	15,057.45	537.45	3.70%				
Plumbing Permits	29,040.00	53.31%	2,420.00	3,600.00	1,180.00	48.76%	14,520.00	15,482.00	962.00	6.63%				
Sewer Permits	10,560.00	0.00%	880.00	0.00	(880.00)	-100.00%	5,280.00	0.00	(5,280.00)	-100.00%				
Animal License	2,500.00	76.24%	40.00	60.00	20.00	50.00%	2,260.00	1,906.00	(354.00)	-15.66%				
Utility Permits (ROW)	5,000.00	370.45%	1,000.00	1,980.00	980.00	98.00%	2,000.00	18,522.40	16,522.40	826.12%				
Burning Permit	2,250.00	54.44%	500.00	170.00	(330.00)	-100.00%	500.00	1,225.00	725.00	100.00%				
Massage Therapy Licenses	150.00	16.67%	75.00	0.00	(75.00)	-100.00%	75.00	25.00	(50.00)	100.00%				
Electrical Permit	6,051.00	61.77%	500.00	1,049.39	549.39	109.88%	3,000.00	3,737.76	737.76	24.59%				
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	58.74%	0.00	0.00	0.00	0.00%	50,848.00	59,732.00	8,884.00	17.47%			MSA funding increase for 2015	
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	43.99%	125.00	(84.47)	(209.47)	-100.00%	250.00	219.97	(30.03)	-12.01%			Correct coding; ACH water bill from MN pollution control	
Cable Franchise Revenue	45,000.00	151.40%	0.00	0.00	0.00	0.00%	45,000.00	68,129.10	23,129.10	51.40%				
Zoning & Subdivision Fees	7,500.00	206.53%	1,500.00	400.00	(1,100.00)	-73.33%	2,250.00	15,490.00	13,240.00	588.44%			Very few zoning permits budgeted in 2015	
Plan Check Fees	181,923.00	51.37%	15,160.25	13,945.39	(1,214.86)	-8.01%	90,961.50	93,445.96	2,484.46	2.73%				
Sale of Copies, Books, Maps	175.00	35.71%	20.00	28.00	8.00	40.00%	55.00	62.50	7.50	13.64%				
Assessment Searches	750.00	126.00%	150.00	210.00	60.00	40.00%	315.00	945.00	630.00	200.00%				
Clean Up Days	2,000.00	180.75%	2,000.00	3,615.00	1,615.00	80.75%	2,000.00	3,615.00	1,615.00	80.75%				
Cable Operation Reimbursement	2,500.00	0.00%	625.00	0.00	(625.00)	-100.00%	1,250.00	0.00	(1,250.00)	-100.00%				
Fines	48,000.00	45.47%	4,000.00	4,291.98	291.98	7.30%	24,000.00	21,824.89	(2,175.11)	-9.06%			Fines below average but typically increase in the spring/summer	
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	100.00%	0.00	0.00	0.00	0.00%	0.00	500.00	500.00	100.00%				
Miscellaneous Revenue	3,500.00	157.34%	300.00	326.23	26.23	8.74%	1,700.00	5,506.95	3,806.95	223.94%				
Internal Charges	640.00	61.25%	22.00	6.00	(16.00)	-72.73%	516.00	392.00	(124.00)	-24.03%				
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%				
<b>Total Revenue</b>	<b>3,798,334.00</b>	<b>13.17%</b>	<b>75,167.25</b>	<b>58,479.73</b>	<b>(16,687.52)</b>	<b>-22.20%</b>	<b>528,070.50</b>	<b>500,212.04</b>	<b>(27,858.46)</b>	<b>-5.28%</b>				

EXPENSE	Full Year		MONTH				YTD				
	BUDGET	% to date	BUDGET	ACTUAL	Variance (\$)	Variance (%)	BUDGET	ACTUAL	Variance (\$)	Variance (%)	
	2015		Month	Month	Month	Month	YTD	YTD	YTD	YTD	
<b>1110 - Mayor &amp; Council</b>											
PT Salaries	25,690.00	50.00%	0.00	12,845.00	(12,845.00)	-100.00%	0.00	12,845.00	(12,845.00)	-100.00%	Trimming issue
FICA Contributions	1,593.00	49.99%	0.00	796.39	(796.39)	-100.00%	0.00	796.39	(796.39)	-100.00%	
Medicare Contributions	372.00	50.07%	0.00	186.27	(186.27)	-100.00%	0.00	186.27	(186.27)	-100.00%	
Workers Compensation	300.00	29.66%	300.00	8.85	291.15	97.05%	300.00	88.97	211.03	70.34%	
Mileage	500.00	28.31%	125.00	0.00	125.00	100.00%	250.00	141.56	108.44	43.38%	
Miscellaneous	0.00	100.00%	0.00	42.13	(42.13)	-100.00%	0.00	204.04	(204.04)	-100.00%	
Dues & Subscriptions	11,500.00	108.13%	1,000.00	611.92	388.08	38.81%	6,000.00	12,434.52	(6,434.52)	-107.24%	2015 share of LMC annual Print made in Sept 2014 plus annual YSB payment
Conferences & Training	1,000.00	100.00%	250.00	0.00	250.00	100.00%	500.00	1,000.00	(500.00)	-100.00%	
<b>Total Mayor &amp; Council</b>	<b>40,955.00</b>	<b>67.63%</b>	<b>1,675.00</b>	<b>14,490.56</b>	<b>(12,815.56)</b>	<b>-765.11%</b>	<b>7,050.00</b>	<b>27,696.75</b>	<b>(20,646.75)</b>	<b>-292.86%</b>	
<b>1320 - Administration</b>											
FT Salaries	198,125.00	49.34%	15,240.38	12,441.05	2,799.33	18.37%	99,062.50	97,763.32	1,299.18	1.31%	
PERA Contributions	14,364.00	51.55%	1,104.92	1,039.68	65.24	5.90%	7,182.00	7,404.75	(222.75)	-3.10%	
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	47.75%	944.92	828.53	116.39	12.32%	6,142.00	5,865.58	276.42	4.50%	
Medicare Contributions	2,873.00	47.75%	221.00	193.80	27.20	12.31%	1,436.50	1,371.86	64.64	4.50%	
Health/Dental Insurance	44,865.00	50.02%	3,451.15	2,532.00	919.15	26.63%	22,432.50	22,442.00	(9.50)	-0.04%	
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	106.24%	0.00	224.43	(224.43)	-100.00%	1,000.00	1,062.37	(62.37)	-6.24%	
Office Supplies	5,500.00	53.55%	450.00	128.45	321.55	71.46%	2,700.00	2,945.15	(245.15)	-9.08%	
Printed Forms	0.00	100.00%	0.00	46.00	(46.00)	-100.00%	0.00	562.00	(562.00)	-100.00%	
Legal Services	45,000.00	112.14%	3,750.00	10,407.00	(6,657.00)	-177.52%	22,500.00	50,462.34	(27,962.34)	-124.28%	
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	65.60%	2,500.00	2,500.00	0.00	0.00%	15,000.00	20,990.88	(5,990.88)	-39.94%	May expense includes WA assessor fees budgeted later in the year
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	104.22%	500.00	6.76	493.24	-100.00%	1,000.00	2,084.36	(1,084.36)	-108.44%	Trimming issue
Mileage	500.00	14.10%	50.00	0.00	50.00	100.00%	250.00	70.49	179.51	71.80%	
Legal Publishing	5,000.00	67.01%	500.00	1,488.12	(988.12)	-197.62%	2,500.00	3,350.49	(850.49)	-34.02%	
Insurance	35,000.00	93.10%	0.00	0.00	0.00	0.00%	35,000.00	32,586.00	2,414.00	6.90%	
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	44.91%	50.00	32.17	17.83	35.66%	300.00	269.48	30.52	10.17%	
Dues & Subscriptions	2,105.00	67.88%	175.00	337.00	(162.00)	-92.57%	1,050.00	1,428.96	(378.96)	-36.09%	
Books	0.00	100.00%	0.00	131.89	(131.89)	-100.00%	0.00	131.89	(131.89)	-100.00%	
Conferences & Training	6,100.00	38.70%	500.00	1,205.00	(705.00)	-141.00%	3,000.00	2,361.00	639.00	21.30%	
Staff Development	0.00	0.00%	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%	
<b>Total Administration</b>	<b>407,316.00</b>	<b>62.15%</b>	<b>29,437.37</b>	<b>33,541.88</b>	<b>(4,104.51)</b>	<b>-13.94%</b>	<b>220,555.50</b>	<b>253,152.92</b>	<b>(32,597.42)</b>	<b>-14.78%</b>	
<b>1410 - Elections</b>											
PT Salaries	0.00	100.00%	0.00	1,280.00	(1,280.00)	-100.00%	0.00	1,280.00	(1,280.00)	-100.00%	
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	100.00%	0.00	0.00	0.00	0.00%	0.00	600.00	(600.00)	-100.00%	
County Election Fees	950.00	0.00%	0.00	0.00	0.00	0.00%	950.00	0.00	950.00	100.00%	
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	291.03%	25.00	291.03	(266.03)	-1064.12%	50.00	291.03	(241.03)	-482.06%	
<b>Total Elections</b>	<b>1,050.00</b>	<b>206.76%</b>	<b>25.00</b>	<b>1,571.03</b>	<b>(1,546.03)</b>	<b>-6184.12%</b>	<b>1,000.00</b>	<b>2,171.03</b>	<b>(1,171.03)</b>	<b>-117.10%</b>	

	Full Year		MONTH					YTD					
	BUDGET	% to date	BUDGET	ACTUAL	Variance (\$)	Variance (%)	BUDGET	ACTUAL	Variance (\$)	Variance (%)			
	2015		Month	Month	Month	Month	YTD	YTD	YTD	YTD			
<b>1450 - Communications</b>													
FT Salaries	35,876.00	32.72%	2,759.69	0.00	2,759.69	100.00%	17,938.00	11,739.09	6,198.91	34.56%			
PERA Contributions	2,601.00	27.11%	200.08	0.00	200.08	100.00%	1,300.50	705.10	595.40	45.78%			
FICA Contributions	2,224.00	32.07%	171.08	0.00	171.08	100.00%	1,112.00	713.13	398.87	35.87%			
Medicare Contributions	520.00	32.08%	40.00	0.00	40.00	100.00%	260.00	166.80	93.20	35.85%			
Health/Dental Insurance	9,970.00	36.83%	766.92	0.00	766.92	100.00%	4,985.00	3,672.00	1,313.00	26.34%			
Workers Compensation	0.00	100.00%	0.00	26.28	(26.28)	-100.00%	0.00	177.91	(177.91)	-100.00%			
Newsletter	8,000.00	42.95%	2,000.00	0.00	2,000.00	100.00%	4,000.00	3,435.95	564.05	14.10%			
Office Supplies	561.00	8.65%	50.00	0.00	50.00	100.00%	300.00	48.50	251.50	83.83%			
Mileage	100.00	0.00%	25.00	0.00	25.00	100.00%	50.00	57.27	(7.27)	-14.54%			
Public Notices	5,040.00	31.48%	400.00	344.10	55.90	13.98%	2,350.00	1,586.84	763.16	32.47%			
Cable Operations	4,800.00	39.46%	400.00	455.63	(55.63)	-13.91%	2,400.00	1,894.15	505.85	21.08%			
Conferences	700.00	51.43%	0.00	0.00	0.00	0.00%	350.00	360.00	(10.00)	-2.86%			
Repair/Maint Equipment	450.00	0.00%	225.00	0.00	225.00	100.00%	450.00	0.00	450.00	100.00%			
<b>Total Communications</b>	<b>70,842.00</b>	<b>34.66%</b>	<b>7,037.77</b>	<b>826.01</b>	<b>6,211.76</b>	<b>88.26%</b>	<b>35,495.50</b>	<b>24,556.74</b>	<b>10,938.76</b>	<b>30.82%</b>			
<b>1520 - Finance</b>													
FT Salaries	66,863.00	45.65%	5,143.31	4,632.32	510.99	9.94%	33,431.50	30,520.54	2,910.96	8.71%			
PT Salaries	3,600.00	0.00%	276.92	0.00	276.92	100.00%	1,800.00	0.00	1,800.00	100.00%			
PERA Contributions	4,848.00	47.22%	372.92	347.41	25.51	6.84%	2,424.00	2,289.06	134.94	5.57%			
FICA Contributions	4,369.00	40.85%	336.08	272.09	63.99	19.04%	2,184.50	1,784.61	399.89	18.31%			
Medicare Contributions	1,022.00	40.83%	78.62	63.62	15.00	19.08%	511.00	417.29	93.71	18.34%			
Health/Dental Insurance	14,955.00	37.83%	1,150.38	870.40	279.98	24.34%	7,477.50	5,657.60	1,819.90	24.34%			
Unemployment Benefits	3,000.00	0.00%	1,000.00	0.00	1,000.00	100.00%	3,000.00	0.00	3,000.00	100.00%			
Workers Compensation	500.00	81.52%	125.00	124.85	0.15	0.12%	250.00	407.61	(157.61)	-63.04%			
Office Supplies	500.00	163.89%	125.00	713.37	(588.37)	-470.70%	250.00	819.44	(569.44)	-227.78%			
Printed Forms	500.00	0.00%	125.00	0.00	125.00	100.00%	250.00	0.00	250.00	100.00%			
Audit Services	27,000.00	89.35%	12,000.00	9,075.00	2,925.00	24.38%	27,000.00	24,125.00	2,875.00	10.65%			
Contract Services	6,000.00	57.02%	500.00	648.52	(148.52)	-29.70%	3,000.00	3,421.43	(421.43)	-14.05%			
Mileage	50.00	0.00%	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%			
Miscellaneous	200.00	128.28%	50.00	60.42	(10.42)	-20.84%	100.00	256.56	(156.56)	-156.56%			
Dues & Subscriptions	740.00	22.97%	0.00	0.00	0.00	0.00%	240.00	170.00	70.00	29.17%			
Conferences & Training	500.00	0.00%	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%			
<b>Total Finance</b>	<b>134,647.00</b>	<b>51.89%</b>	<b>21,283.23</b>	<b>16,808.00</b>	<b>4,475.23</b>	<b>21.03%</b>	<b>81,918.50</b>	<b>69,869.14</b>	<b>12,049.36</b>	<b>14.71%</b>			

Annual check stock re-order  
Fieldwork completed and billed earlier than anticipated in budget  
Will decrease now that audit substantially completed

	Full Year		MONTH					YTD					YTD variance notes
	BUDGET	2015	% to date	Month	ACTUAL	Variance (\$)	Variance (%)	BUDGET	ACTUAL	Variance (\$)	Variance (%)		
												Month	
<b>1910 - Planning &amp; Zoning</b>													
FT Salaries	152,354.00	56.76%	11,825.31	12,104.13	(278.82)	-2.36%	74,802.00	86,468.95	(11,666.95)	-15.60%			
PT Salaries	3,600.00	0.00%	276.92	0.00	276.92	100.00%	1,800.00	0.00	1,800.00	100.00%			
PERA Contributions	9,849.00	55.36%	757.62	907.81	(150.19)	-19.82%	4,924.50	5,452.44	(527.94)	-10.72%			
FICA Contributions	8,646.00	50.76%	665.09	707.23	(42.14)	-6.34%	4,323.00	4,388.43	(65.43)	-1.51%			
Medicare Contributions	2,022.00	49.77%	155.54	165.41	(9.87)	-6.35%	1,011.00	1,006.27	4.73	0.47%			
Health/Dental Insurance	32,047.00	54.32%	2,465.15	2,678.00	(212.85)	-8.63%	16,023.50	17,407.00	(1,383.50)	-8.63%			
Workers Compensation	800.00	100.76%	0.00	231.50	(231.50)	0.00%	800.00	806.07	(6.07)	-0.76%			
Developer escrow offset cost recovery	(16,500.00)	67.01%	(1,375.00)	(2,241.24)	866.24	-63.00%	(6,875.00)	806.07	(4,181.83)	-60.83%			
Office Supplies	1,800.00	32.23%	150.00	17.69	132.31	88.21%	900.00	(11,056.83)	4,181.83	319.91	35.55%		
Printed Forms	750.00	122.67%	250.00	0.00	250.00	100.00%	500.00	920.00	(420.00)	-84.00%			
Engineering Services	20,000.00	54.70%	2,500.00	1,361.45	1,138.55	45.54%	10,000.00	10,939.70	(939.70)	-9.40%			
Contract Services	5,000.00	0.00%	1,250.00	0.00	1,250.00	100.00%	2,500.00	0.00	2,500.00	100.00%			
Postage	200.00	3.35%	50.00	0.00	50.00	100.00%	100.00	6.70	93.30	93.30%			
Mileage	250.00	8.37%	20.00	0.00	20.00	100.00%	120.00	20.93	99.07	82.56%			
Miscellaneous	500.00	0.00%	40.00	0.00	40.00	100.00%	240.00	0.00	240.00	100.00%			
Dues & Subscriptions	600.00	0.00%	50.00	0.00	50.00	100.00%	300.00	0.00	300.00	100.00%			
Books	300.00	0.00%	25.00	0.00	25.00	100.00%	150.00	0.00	150.00	100.00%			
Conferences & Training	2,000.00	11.25%	500.00	0.00	500.00	100.00%	1,000.00	225.00	775.00	77.50%			
<b>Total Planning &amp; Zoning</b>	<b>224,218.00</b>	<b>52.25%</b>	<b>19,605.63</b>	<b>15,931.98</b>	<b>3,673.65</b>	<b>18.74%</b>	<b>112,619.00</b>	<b>117,164.75</b>	<b>(4,545.75)</b>	<b>-4.04%</b>			
<b>1930 - Engineering Services</b>													
Engineering Services	54,800.00	44.46%	4,600.00	2,618.90	1,981.10	43.07%	27,200.00	24,366.25	2,833.75	10.42%			
<b>Total Engineering Services</b>	<b>54,800.00</b>	<b>44.46%</b>	<b>4,600.00</b>	<b>2,618.90</b>	<b>1,981.10</b>	<b>43.07%</b>	<b>27,200.00</b>	<b>24,366.25</b>	<b>2,833.75</b>	<b>10.42%</b>			
<b>1940 - City Hall</b>													
Cleaning Supplies	50.00	0.00%	0.00	0.00	0.00	0.00%	25.00	0.00	25.00	100.00%			
Building Repair Supplies	300.00	126.02%	25.00	378.06	(33.06)	-1412.24%	150.00	378.06	(228.06)	-152.04%			
Utilities	6,000.00	81.24%	500.00	240.68	259.32	51.86%	3,000.00	4,874.66	(1,874.66)	-62.49%	Budget assumed annex site in 2014		
Refuse	353.00	198.15%	0.00	112.94	(112.94)	-100.00%	353.00	699.48	(346.48)	-98.15%			
Repairs/Maint Contractual Bldg	6,000.00	92.32%	500.00	326.00	174.00	34.80%	3,000.00	5,539.13	(2,539.13)	-84.64%	YTD: Electrical wiring needed in new rental office space (\$2.7k)		
Repairs/Maint Contractual Equip	7,700.00	77.63%	650.00	720.18	(70.18)	-10.80%	3,850.00	5,977.54	(2,127.54)	-55.26%	New copier lease and usage overage fees		
Facility Lease	29,532.00	50.00%	2,461.00	2,461.00	0.00	0.00%	14,766.00	14,766.00	0.00	0.00%			
Miscellaneous	300.00	346.52%	25.00	527.88	(502.88)	-2011.52%	150.00	1,039.56	(889.56)	-593.04%			
<b>Total City Hall</b>	<b>50,235.00</b>	<b>66.24%</b>	<b>4,161.00</b>	<b>4,766.74</b>	<b>(605.74)</b>	<b>-14.56%</b>	<b>25,294.00</b>	<b>33,274.43</b>	<b>(7,980.43)</b>	<b>-31.55%</b>			
<b>Total General Government</b>	<b>984,063.00</b>	<b>56.12%</b>	<b>87,825.00</b>	<b>90,555.10</b>	<b>(2,730.10)</b>	<b>-3.11%</b>	<b>511,132.50</b>	<b>552,252.01</b>	<b>(41,119.51)</b>	<b>-8.04%</b>			

DEPT 420 - PUBLIC SAFETY	Full Year BUDGET 2015	% to date	MONTH						YTD								
			BUDGET	ACTUAL	Variance (\$)	Variance (%)	BUDGET	ACTUAL	Variance (\$)	Variance (%)							
			Month	Month	Month	Month	YTD	YTD	YTD	YTD							
<b>2100 - Police</b>																	
Law Enforcement Contract	517,799.00	50.92%	258,899.50	262,610.87	(3,711.37)	-1.43%	258,899.50	263,645.09	(4,745.59)	-1.83%							
<b>Total Police</b>	517,799.00	50.92%	258,899.50	262,610.87	(3,711.37)	-1.43%	258,899.50	263,645.09	(4,745.59)	-1.83%							
<b>2150 - Prosecution</b>																	
Attorney Criminal	50,000.00	55.20%	4,200.00	4,512.50	(312.50)	-7.44%	25,100.00	27,600.00	(2,500.00)	-9.96%							
<b>Total Prosecution</b>	50,000.00	55.20%	4,200.00	4,512.50	(312.50)	-7.44%	25,100.00	27,600.00	(2,500.00)	-9.96%							
<b>2220 - Fire</b>																	
FT Salaries	68,614.00	51.17%	5,278.00	5,409.60	(131.60)	-2.49%	34,307.00	35,110.57	(803.57)	-2.34%							
PT Salaries	123,121.00	37.86%	9,470.85	9,094.47	376.38	3.97%	61,560.50	46,614.63	14,945.87	24.28%							
PERA Contributions	12,116.00	57.99%	932.00	1,100.22	(168.22)	-18.05%	6,038.00	7,025.80	(987.80)	-15.98%							
FICA Contributions	7,633.00	39.16%	587.15	482.51	104.64	17.82%	3,816.50	2,989.04	827.46	21.68%							
Medicare Contributions	2,780.00	46.24%	213.85	203.68	10.17	4.76%	1,390.00	1,285.47	104.53	7.52%							
Health/Dental Insurance	14,243.00	52.12%	1,095.62	1,142.00	(46.38)	-4.23%	7,121.50	7,423.00	(301.50)	-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	195.48%	0.00	2,853.79	(2,853.79)	-100.00%	9,000.00	17,592.88	(8,592.88)	-95.48%							Due to 18% rate increase
Office Supplies	850.00	34.73%	70.00	41.91	28.09	40.13%	420.00	295.19	124.81	29.72%							
EMS Supplies	3,400.00	3.81%	280.00	0.00	280.00	100.00%	1,680.00	129.69	1,550.31	92.28%							
Fire Prevention	3,000.00	0.00%	250.00	0.00	250.00	100.00%	1,500.00	0.00	1,500.00	100.00%							
Fuel, Oil & Fluids	13,000.00	33.95%	1,075.00	1,334.84	(259.84)	-24.17%	6,450.00	4,414.08	2,035.92	31.56%							
Small Tools & Equip	20,892.00	11.42%	1,750.00	1,061.23	688.77	39.36%	10,500.00	2,385.31	8,114.69	77.28%							
Physicals	3,181.00	8.33%	265.00	0.00	265.00	100.00%	1,590.00	265.00	1,325.00	83.33%							
Radio	21,562.00	37.93%	5,390.50	3,093.00	2,297.50	42.62%	10,781.00	8,178.28	2,602.72	24.14%							
Mileage	250.00	161.92%	20.00	0.00	20.00	100.00%	130.00	404.80	(274.80)	-211.38%							
Insurance	8,307.00	87.02%	0.00	0.00	0.00	0.00%	8,307.00	7,229.00	1,078.00	12.98%							Annual premiums billed April
Electric Utility	17,000.00	50.58%	1,400.00	589.18	810.82	57.92%	8,600.00	8,599.00	1.00	0.01%							
Refuse	1,000.00	159.08%	85.00	266.38	(181.38)	-213.39%	510.00	1,590.83	(1,080.83)	-211.93%							
Repair/Maint Bldg	2,000.00	231.92%	165.00	100.47	64.53	39.11%	990.00	4,638.36	(3,648.36)	-368.52%							
Repair/Maint Equip	33,260.00	24.80%	2,770.00	2,781.86	(11.86)	-0.43%	16,620.00	8,247.20	8,372.80	50.38%							
Uniforms	2,500.00	24.51%	208.00	52.95	155.05	74.54%	1,248.00	612.70	635.30	50.91%							
Miscellaneous	1,500.00	130.67%	123.00	970.18	(845.18)	-676.14%	750.00	1,960.09	(1,210.09)	-161.35%							
Dues & Subscriptions	3,508.00	66.14%	290.00	0.00	290.00	100.00%	1,740.00	2,320.04	(580.04)	-33.34%							
Books	220.00	0.00%	20.00	0.00	20.00	100.00%	110.00	0.00	110.00	100.00%							
Conferences & Training	12,375.00	32.46%	1,125.00	710.00	415.00	36.89%	6,250.00	4,016.65	2,233.35	35.73%							
Conferences & Training (Reimb)	0.00	0.00%	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%							
<b>Total Fire</b>	385,312.00	44.98%	32,865.97	31,288.27	1,577.70	4.80%	201,429.50	173,327.61	28,101.89	13.95%							
<b>2250 - Fire Relief</b>																	
Fire State Aid	37,323.00	0.00%	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%							
<b>Total Fire Relief</b>	37,323.00	0.00%	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%							

YTD correction for accrual back to 2014 for POC FF

	Full Year		MONTH				YTD				
	BUDGET	% to date	BUDGET	ACTUAL	Variance (\$)	Variance (%)	BUDGET	ACTUAL	Variance (\$)	Variance (%)	
	2015		Month	Month	Month	Month	YTD	YTD	YTD	YTD	
<b>2400 - Building Inspection</b>											
FT Salaries	149,606.00	29.76%	11,508.15	6,214.39	5,293.76	46.00%	74,803.00	44,528.02	30,274.98	40.47%	
PERA Contributions	10,846.00	30.79%	834.31	466.08	368.23	44.14%	5,423.00	3,339.58	2,083.42	38.42%	
FICA Contributions	9,276.00	28.02%	713.54	361.61	351.93	49.32%	4,638.00	2,599.29	2,038.71	43.96%	
Medicare Contributions	2,169.00	28.01%	166.85	84.25	82.60	49.51%	1,084.50	607.58	476.92	43.98%	
Health/Dental Insurance	28,486.00	32.26%	2,191.23	1,414.00	777.23	35.47%	14,243.00	9,191.00	5,052.00	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	232.40%	0.00	122.58	(122.58)	-100.00%	1,000.00	2,323.96	(1,323.96)	-132.40%	
Office Supplies	2,100.00	7.46%	175.00	13.70	161.30	92.17%	1,050.00	156.65	893.35	85.08%	
Printed Forms	700.00	16.58%	175.00	0.00	175.00	100.00%	350.00	116.09	233.91	66.83%	
Fuel, Oil & Fluids	5,500.00	7.43%	500.00	162.81	337.19	67.44%	2,750.00	408.88	2,341.12	85.13%	
Engineering	9,000.00	39.38%	750.00	668.75	81.25	10.83%	4,500.00	3,544.45	955.55	21.23%	
Inspector Contract Services	67,200.00	22.75%	8,000.00	3,193.25	4,806.75	60.88%	27,000.00	15,287.49	11,712.51	43.38%	
Mileage	3,500.00	52.41%	500.00	521.41	(21.41)	-4.28%	1,400.00	1,834.37	(434.37)	-31.03%	
Insurance	900.00	20.00%	75.00	0.00	75.00	100.00%	450.00	180.00	270.00	60.00%	
Repairs/Maint Equip	2,300.00	11.11%	200.00	26.75	173.25	86.63%	1,125.00	255.43	869.57	77.30%	
Uniforms	850.00	10.59%	70.00	0.00	70.00	100.00%	420.00	89.98	330.02	78.58%	
Miscellaneous	650.00	18.73%	55.00	0.00	55.00	100.00%	330.00	121.76	208.24	63.10%	
Dues & Subscriptions	700.00	55.00%	60.00	0.00	60.00	100.00%	360.00	385.00	(25.00)	-6.94%	
Books	3,000.00	56.41%	0.00	973.90	(973.90)	0.00%	2,000.00	1,692.39	307.61	15.38%	
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	16.58%	700.00	0.00	700.00	100.00%	1,400.00	460.00	940.00	67.14%	
<b>Total Building Inspections</b>	<b>323,558.00</b>	<b>26.93%</b>	<b>26,674.08</b>	<b>14,223.48</b>	<b>12,450.60</b>	<b>46.68%</b>	<b>144,326.50</b>	<b>87,121.92</b>	<b>57,204.58</b>	<b>39.64%</b>	
<b>2500 - Emergency Communications</b>											
Contract Services	7,000.00	53.50%	1,750.00	3,745.00	(1,995.00)	-114.00%	3,500.00	3,745.00	(245.00)	-7.00%	
<b>Total Emergency Communications</b>	<b>7,000.00</b>	<b>53.50%</b>	<b>1,750.00</b>	<b>3,745.00</b>	<b>(1,995.00)</b>	<b>-114.00%</b>	<b>3,500.00</b>	<b>3,745.00</b>	<b>(245.00)</b>	<b>-7.00%</b>	
<b>2700 - Animal Control</b>											
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	53.75%	500.00	500.00	0.00	0.00%	3,000.00	3,225.00	(225.00)	-7.50%	
Miscellaneous (Impounding)	800.00	76.88%	65.00	60.00	5.00	7.69%	390.00	615.00	(225.00)	-57.69%	
<b>Total Animal Control</b>	<b>6,800.00</b>	<b>56.47%</b>	<b>565.00</b>	<b>560.00</b>	<b>5.00</b>	<b>0.88%</b>	<b>3,390.00</b>	<b>3,840.00</b>	<b>(450.00)</b>	<b>-13.27%</b>	
<b>Total Public Safety</b>	<b>1,327,792.00</b>	<b>42.12%</b>	<b>324,954.55</b>	<b>316,940.12</b>	<b>8,014.43</b>	<b>2.47%</b>	<b>636,645.50</b>	<b>559,279.62</b>	<b>77,365.88</b>	<b>12.15%</b>	

Annual premiums billed April

**DEPT 430 - PUBLIC WORKS**

	Full Year		MONTH				YTD				
	BUDGET	% to date	BUDGET	ACTUAL	Variance (\$)	Variance (%)	BUDGET	ACTUAL	Variance (\$)	Variance (%)	
	2015		Month	Month	Month	Month	YTD	YTD	YTD	YTD	
<b>3100 - Public Works</b>											
FT Salaries	153,314.00	43.84%	11,793.38	9,500.45	2,292.93	19.44%	76,657.00	67,210.19	9,446.81	12.32%	Use of more FT vs PT; overall cost very close to budget
PT Salaries	23,460.00	3.74%	1,804.62	260.00	1,544.62	85.59%	11,730.00	878.00	10,852.00	92.51%	
PERA Contributions	11,115.00	45.35%	855.00	712.53	142.47	16.66%	5,557.50	5,040.80	516.70	9.30%	
FICA Contributions	10,960.00	36.47%	843.08	575.96	267.12	31.68%	5,480.00	3,996.89	1,483.11	27.06%	
Medicare Contributions	2,563.00	36.47%	197.15	134.67	62.48	31.69%	1,281.50	934.75	346.75	27.06%	
Health/Dental Insurance	34,183.00	55.13%	2,629.46	2,899.00	(269.54)	-10.25%	17,091.50	18,843.50	(1,752.00)	-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	264.59%	500.00	2,148.20	(1,648.20)	-329.64%	3,000.00	15,875.53	(12,875.53)	-429.18%	
Office Supplies	2,000.00	0.00%	165.00	0.00	165.00	100.00%	990.00	0.00	990.00	100.00%	
Shop Materials	1,500.00	61.04%	125.00	128.43	(3.43)	-2.74%	750.00	915.61	(165.61)	-22.08%	
Building Repair Supplies	500.00	17.35%	40.00	0.00	40.00	100.00%	240.00	86.75	153.25	63.85%	
Small Tools and Minor Equip	1,200.00	109.24%	100.00	481.33	(381.33)	-381.33%	600.00	1,310.90	(710.90)	-118.48%	
Engineering Services	9,000.00	82.91%	750.00	581.75	168.25	22.43%	4,500.00	7,461.50	(2,961.50)	-65.81%	
Contract Services	4,000.00	27.29%	0.00	323.65	(323.65)	-100.00%	2,000.00	1,091.43	908.57	45.43%	
Radio	1,300.00	23.77%	325.00	0.00	325.00	100.00%	650.00	309.06	340.94	52.45%	
Milage	0.00	0.00%	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%	
Insurance	20,000.00	78.74%	0.00	0.00	0.00	0.00%	20,000.00	15,748.00	4,252.00	21.26%	
Electric Utility	28,000.00	53.33%	1,500.00	835.16	664.84	44.32%	14,500.00	14,932.20	(432.20)	-2.98%	
Refuse	2,400.00	53.92%	200.00	216.67	(16.67)	-8.33%	1,200.00	1,293.98	(93.98)	-7.83%	
Fuel, Oil, Fluids (ALL depts)	42,000.00	27.60%	2,500.00	1,101.22	1,398.78	55.95%	22,500.00	11,589.92	10,910.08	48.49%	
Repair/Maint Bldg	3,500.00	77.54%	300.00	0.00	300.00	100.00%	1,700.00	2,713.74	(1,013.74)	-59.63%	
Repair/Maint NOT Bldg	500.00	0.00%	40.00	0.00	40.00	100.00%	240.00	0.00	240.00	100.00%	
Repair/Maint Equip (out)	5,000.00	5.15%	500.00	0.00	500.00	100.00%	2,500.00	257.50	2,242.50	89.70%	
Equipment Parts	7,500.00	30.07%	625.00	0.00	625.00	100.00%	3,750.00	2,255.09	1,494.91	39.86%	
Uniforms	2,000.00	59.96%	165.00	426.18	(261.18)	-158.29%	990.00	1,199.15	(209.15)	-21.13%	
Miscellaneous	1,000.00	71.04%	150.00	577.10	(427.10)	-284.73%	450.00	710.43	(260.43)	-57.87%	
Landscaping Material	500.00	0.00%	125.00	0.00	125.00	100.00%	250.00	0.00	250.00	100.00%	
Dues & Subscriptions	200.00	0.00%	50.00	0.00	50.00	100.00%	100.00	0.00	100.00	100.00%	
Conferences & Training	1,500.00	0.00%	375.00	0.00	375.00	100.00%	750.00	0.00	750.00	100.00%	
Clean up Days	5,000.00	111.28%	5,000.00	5,563.82	(563.82)	-11.28%	5,000.00	5,563.82	(563.82)	-11.28%	
<b>Total Public Works</b>	<b>380,195.00</b>	<b>47.40%</b>	<b>31,657.69</b>	<b>26,466.12</b>	<b>5,191.57</b>	<b>16.40%</b>	<b>204,457.50</b>	<b>180,218.74</b>	<b>24,238.76</b>	<b>11.86%</b>	
<b>3120 - Streets</b>											
Equipment Parts	3,000.00	40.74%	250.00	196.81	53.19	21.28%	1,500.00	1,222.19	277.81	18.52%	Entire project budgeted in June
Street Maintenance Materials	20,000.00	21.45%	3,000.00	1,607.78	1,392.22	46.41%	10,000.00	4,289.89	5,710.11	57.10%	
Seal Coating/Crack Filling	186,578.00	15.19%	186,578.00	0.00	186,578.00	100.00%	186,578.00	28,350.00	158,228.00	84.81%	
Sign Repair Materials	2,500.00	15.12%	300.00	0.00	300.00	100.00%	1,300.00	378.09	921.91	70.92%	
Contract Services	8,000.00	8.92%	2,000.00	0.00	2,000.00	100.00%	4,000.00	713.54	3,286.46	82.16%	
Repairs/Maint Equipment	2,500.00	0.00%	210.00	0.00	210.00	100.00%	1,260.00	0.00	1,260.00	100.00%	
<b>Total Streets</b>	<b>222,578.00</b>	<b>15.70%</b>	<b>192,338.00</b>	<b>1,804.59</b>	<b>190,533.41</b>	<b>99.06%</b>	<b>204,638.00</b>	<b>34,953.71</b>	<b>169,684.29</b>	<b>82.92%</b>	

3125 - Ice & Snow Removal	Full Year BUDGET 2015	% to date	MONTH					YTD				
			BUDGET	ACTUAL	Variance (\$)	Variance (%)	BUDGET	ACTUAL	Variance (\$)	Variance (%)		
			Month	Month	Month	Month	YTD	YTD	YTD	YTD		
Landscaping Material	0.00	100.00%	0.00	0.00	0.00	0.00%	0.00	794.14	(794.14)	-100.00%		
Sand/Salt	80,000.00	29.66%	0.00	0.00	0.00	0.00%	45,000.00	23,724.41	21,275.59	47.28%		
Contract Services	6,000.00	0.00%	500.00	0.00	500.00	100.00%	3,000.00	0.00	3,000.00	100.00%		
Repairs/Maint Equipment	9,500.00	95.22%	850.00	0.00	850.00	100.00%	4,600.00	9,045.92	(4,445.92)	-96.65%		
<b>Total Ice &amp; Snow Removal</b>	<b>95,500.00</b>	<b>35.15%</b>	<b>1,350.00</b>	<b>0.00</b>	<b>1,350.00</b>	<b>100.00%</b>	<b>52,600.00</b>	<b>33,564.47</b>	<b>19,035.53</b>	<b>36.19%</b>		
Includes \$7,200 for snow plow blades												
<b>3160 - Street Lighting</b>	<b>28,000.00</b>	<b>40.13%</b>	<b>2,350.00</b>	<b>1,979.71</b>	<b>370.29</b>	<b>15.76%</b>	<b>14,100.00</b>	<b>11,237.67</b>	<b>2,862.33</b>	<b>20.30%</b>		
Street Lighting												
<b>Total Street Lighting</b>	<b>28,000.00</b>	<b>40.13%</b>	<b>2,350.00</b>	<b>1,979.71</b>	<b>370.29</b>	<b>15.76%</b>	<b>14,100.00</b>	<b>11,237.67</b>	<b>2,862.33</b>	<b>20.30%</b>		
<b>3200 - Recycling</b>	<b>3,500.00</b>	<b>0.00%</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00%</b>	<b>1,750.00</b>	<b>0.00</b>	<b>1,750.00</b>	<b>100.00%</b>		
Recycling Supplies												
Miscellaneous	6,000.00	9.47%	500.00	568.03	(68.03)	-13.61%	3,000.00	568.03	2,431.97	81.07%		
<b>Total Recycling</b>	<b>9,500.00</b>	<b>5.98%</b>	<b>500.00</b>	<b>568.03</b>	<b>(68.03)</b>	<b>-13.61%</b>	<b>4,750.00</b>	<b>568.03</b>	<b>4,181.97</b>	<b>88.04%</b>		
<b>3250 - Tree Program</b>	<b>6,000.00</b>	<b>0.00%</b>	<b>500.00</b>	<b>0.00</b>	<b>500.00</b>	<b>100.00%</b>	<b>3,000.00</b>	<b>0.00</b>	<b>3,000.00</b>	<b>100.00%</b>		
Contract Services												
<b>Total Tree Program</b>	<b>6,000.00</b>	<b>0.00%</b>	<b>500.00</b>	<b>0.00</b>	<b>500.00</b>	<b>100.00%</b>	<b>3,000.00</b>	<b>0.00</b>	<b>3,000.00</b>	<b>100.00%</b>		
<b>Total Public Works</b>	<b>741,773.00</b>	<b>35.12%</b>	<b>228,695.69</b>	<b>30,818.45</b>	<b>197,877.24</b>	<b>86.52%</b>	<b>483,545.50</b>	<b>260,542.62</b>	<b>223,002.88</b>	<b>46.12%</b>		

DEPT 450 - CULTURE, RECREATIO	Full Year	MONTH						YTD									
		BUDGET		ACTUAL		Variance (\$)		BUDGET		ACTUAL		Variance (\$)					
		2015	% to date	Month	Month	Month	Month	YTD	YTD	YTD	YTD	YTD	YTD				
<b>5200 - Parks &amp; Recreation</b>																	
FT Salaries	77,847.00	87.30%	5,988.23	10,294.16	(4,305.93)	-71.91%	38,923.50	67,960.52	(29,037.02)	-74.60%							
PT Salaries	6,820.00	93.15%	524.62	2,557.13	(2,032.51)	-387.43%	3,410.00	6,352.63	(2,942.63)	-86.29%							
PERA Contributions	5,644.00	88.98%	434.15	772.05	(337.90)	-77.83%	2,822.00	5,021.80	(2,199.80)	-77.95%							
FICA Contributions	5,249.00	84.14%	403.77	763.65	(359.88)	-89.13%	2,624.50	4,416.50	(1,792.00)	-68.28%							
Medicare Contributions	1,228.00	84.11%	94.46	178.62	(84.16)	-89.10%	614.00	1,032.86	(418.86)	-68.22%							
Health/Dental Insurance	19,940.00	47.29%	1,533.85	1,450.80	83.05	5.41%	9,970.00	9,429.40	540.60	5.42%							
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	114.27%	0.00	986.16	(986.16)	-100.00%	4,000.00	4,570.91	(570.91)	-14.27%							
Shop Materials	500.00	130.16%	0.00	40.00	40.00	100.00%	240.00	650.81	(410.81)	-171.17%							
Chemicals	750.00	64.96%	62.50	487.18	(424.68)	-679.49%	375.00	487.18	(112.18)	-29.91%							
Equipment Parts	2,000.00	70.17%	165.00	229.58	(64.58)	-39.14%	990.00	1,403.43	(413.43)	-41.76%							
Building Repair Supplies	500.00	15.26%	40.00	0.00	40.00	100.00%	240.00	76.32	163.68	68.20%							
Landscaping Materials	3,000.00	46.61%	250.00	449.68	(199.68)	-79.87%	1,500.00	1,398.22	101.78	6.79%							
Small Tools and Minor Equip	1,000.00	145.82%	85.00	187.35	(102.35)	-120.41%	505.00	1,458.17	(953.17)	-188.75%							
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	95.03%	0.00	0.00	0.00	0.00%	3,200.00	3,041.00	159.00	4.97%							
Electric Utility	8,500.00	60.99%	600.00	572.82	27.18	4.53%	4,150.00	5,184.37	(1,034.37)	-24.92%							
Refuse	2,500.00	0.00%	208.33	0.00	208.33	100.00%	1,249.98	0.00	1,249.98	100.00%							
Repair/Maint Bldg	1,000.00	128.41%	85.00	0.00	85.00	100.00%	505.00	1,284.07	(779.07)	-154.27%							
Repair/Maint NOT Bldg	2,500.00	44.47%	225.00	0.00	225.00	100.00%	1,250.00	1,111.83	138.17	11.05%							
Repair/Maint Equip	1,500.00	0.00%	125.00	0.00	125.00	100.00%	750.00	0.00	750.00	100.00%							
Rental Buildings	4,600.00	67.21%	383.33	1,712.00	(1,328.67)	-346.61%	2,299.98	3,091.78	(791.80)	-34.43%							
Miscellaneous	750.00	114.95%	62.50	677.10	(614.60)	-983.36%	375.00	862.10	(487.10)	-129.89%							
<b>Total Parks &amp; Recreation</b>	<b>153,028.00</b>	<b>77.66%</b>	<b>11,310.74</b>	<b>21,318.28</b>	<b>(10,007.54)</b>	<b>-88.48%</b>	<b>79,993.96</b>	<b>118,833.90</b>	<b>(38,839.94)</b>	<b>-48.55%</b>							
<b>IT &amp; Telephone</b>																	
IT-Hardware	9,100.00	55.53%	4,550.00	0.00	4,550.00	100.00%	4,550.00	5,052.98	(502.98)	-11.05%							
IT-Software	16,000.00	46.93%	1,333.00	3,301.00	(1,968.00)	-147.64%	7,998.00	7,508.00	490.00	6.13%							
IT-Support Services	36,000.00	49.19%	3,000.00	2,951.42	48.58	1.62%	18,000.00	17,708.52	291.48	1.62%							
IT-Networking	7,800.00	0.00%	1,950.00	0.00	1,950.00	100.00%	3,900.00	0.00	3,900.00	100.00%							
INET Contingency	16,000.00	0.00%	0.00	0.00	0.00	0.00%	16,000.00	0.00	16,000.00	100.00%							
Telephone	24,660.00	36.90%	2,055.00	1,533.31	521.69	25.39%	12,330.00	9,099.31	3,230.69	26.20%							
<b>Total IT &amp; Telephone</b>	<b>109,560.00</b>	<b>35.93%</b>	<b>12,888.00</b>	<b>7,785.73</b>	<b>5,102.27</b>	<b>39.59%</b>	<b>62,778.00</b>	<b>39,368.81</b>	<b>23,409.19</b>	<b>37.29%</b>							
<b>Grand Total all Expenses</b>	<b>3,316,216.00</b>	<b>46.15%</b>	<b>665,673.98</b>	<b>467,417.68</b>	<b>198,256.30</b>	<b>29.78%</b>	<b>1,774,095.46</b>	<b>1,530,276.96</b>	<b>243,818.50</b>	<b>13.74%</b>							
<b>Subtotal Net Income over Expenses</b>	<b>482,118.00</b>	<b>-213.65%</b>	<b>(590,506.73)</b>	<b>(408,937.95)</b>	<b>181,568.78</b>	<b>30.75%</b>	<b>(1,246,024.96)</b>	<b>(1,030,064.92)</b>	<b>215,960.04</b>	<b>17.33%</b>							
<b>DEPT 460 - COMP ADJ</b>	<b>35,000.00</b>	<b>0.00%</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00%</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00%</b>							
<b>Debt Service increase</b>	<b>247,118.00</b>	<b>0.00%</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00%</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00%</b>							
<b>Transfer to City Projects (Streets)</b>	<b>0.00</b>	<b>0.00%</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00%</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00%</b>							
<b>DEPT 493 - OTH FINANCING</b>	<b>200,000.00</b>	<b>0.00%</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00%</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00%</b>							
<b>GRAND TOTAL EXP ALL DEPTS</b>	<b>3,798,334.00</b>	<b>40.29%</b>	<b>665,673.98</b>	<b>467,417.68</b>	<b>198,256.30</b>	<b>29.78%</b>	<b>1,774,095.46</b>	<b>1,530,276.96</b>	<b>243,818.50</b>	<b>13.74%</b>							
<b>Net Income over Expenses</b>	<b>0.00</b>	<b>0.00%</b>	<b>(590,506.73)</b>	<b>(408,937.95)</b>	<b>181,568.78</b>	<b>30.75%</b>	<b>(1,246,024.96)</b>	<b>(1,030,064.92)</b>	<b>215,960.04</b>	<b>17.33%</b>							

Position switch from new employee at lower rate to long term ee



## MAYOR & COUNCIL COMMUNICATION

**DATE:** August 4, 2015  
**CONSENT**  
**ITEM** #5  
**MOTION**

**AGENDA ITEM:** Approve Auditor Contract extension

**SUBMITTED BY:** Cathy Bendel, Finance Director

**THROUGH:** Cathy Bendel, Finance Director

**REVIEWED BY:** Finance Committee

### **SUGGESTED ORDER OF BUSINESS:**

- Introduction of Item ..... Interim City Administrator
- Report/Presentation.....Interim 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 approve a three year contract extension for Audit services. No specific motion is needed as this is recommended to be part of the overall approval of the *Consent Agenda*.

**BACKGROUND INFORMATION:** In 2012, the City of Lake Elmo put out an RFP for audit services to be provided on an annual basis. At that time, the City made the decision to hire Smith Schafer & Associates to provide audit services, prepare and review the annual audit report and to prepare and submit the report to the Minnesota state auditor. The contract at that time was for three years and covered the 2012-2014 financial reports.

**STAFF REPORT:** In 2012, it was decided to put out an RFP related to the contract services for the performance of the annual audit and preparation of the annual financial report. As a result of the bids received, the City decided to change audit firms which resulted in a cost savings.

Due to the growth and increased bonding needs of the City of Lake Elmo, it was decided late in 2013 to upgrade the annual report presentation to a Comprehensive Annual Financial Report (“CAFR”) for the 2013 Audit report. Smith Schafer & Associates was very accommodating in assisting the City to make this happen. They were able to convert the annual report and assist the Finance Department to build the statistical schedules which make this version of the report extremely informative and a critical component for the bond rating agencies.

It is very time consuming and draining on resources to switch audit firms. The proposal from Smith Schafer reflects an annual increase of 3% which is below market level annual increases for audit services (typically 4-5%). At the recommendation of the Finance Committee, the Finance Director did request if there was any room to reduce the rate further. However the quoted rate was as low as Smith Schafer could offer.

The Finance department has been very impressed with the audit team from Smith Schafer & Associates. They have been very professional, knowledgeable and efficient. As a result, the Finance Director recommends extending the audit contract to cover the 2015-2017.

**RECOMMENDATION:** Based on the aforementioned, the staff recommends the City Council approve extending the contract with Smith Schafer & Associates for three additional years (2015 – 2017).

**ATTACHMENT:**

1. Proposal from Smith Schafer & Associates to provide Audit Services to the City of Lake Elmo for 2015 - 2017

May 26, 2015

Cathy Bendel, Finance Director  
**City of Lake Elmo**  
 3800 Laverne Avenue North  
 Lake Elmo, MN 55042

Dear Cathy:

Thank you for the opportunity to propose continuing professional services for the City of Lake Elmo for the years ended December 31, 2015, 2016 and 2017.

We propose the following fee structure for the three-year term of this proposal:

Description of Services	2015	2016	2017
Audit services including presentation of the financial statements to the City Council	\$21,400	\$21,975	\$22,700
Preparation and review of the City's comprehensive annual financial report (CAFR)	\$6,300	\$6,550	\$6,750
Preparation and submission of the Minnesota State Auditor's Annual Financial Reporting Form	\$950	\$975	\$975
<b>Totals</b>	<b>\$28,650</b>	<b>\$29,500</b>	<b>\$30,425</b>

The quoted fees are all-inclusive unless unusual circumstances are encountered during our examinations. If such circumstances occur, we would discuss any additional fees with you prior to performing the services.

For your reference, the fees for the year ended December 31, 2014 were \$20,725 for the audit services, \$6,150 for the preparation and review of the City's CAFR, and \$950 for preparation and submission of the Minnesota State Auditor's Annual Financial Reporting Form.

If you would like to retain the services of our firm in accordance with the above, please sign where indicated on the next page and return this letter to us in the enclosed return envelope. We will issue an engagement letter with the above quoted prices before we begin fieldwork each year.

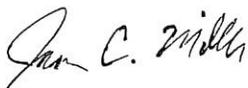
May 26, 2015  
Cathy Bendel, Finance Director  
Page 2

A second copy of this letter is provided for your records.

We hope that you have enjoyed working with us and we appreciate the opportunity to propose continuing services for the City of Lake Elmo. If you have any questions, please feel free to call.

Sincerely,

SMITH, SCHAFFER AND ASSOCIATES, LTD.



Jason C. Miller, CPA  
Principal

Response:

On behalf of the City of Lake Elmo, I am in agreement with the terms listed in this letter.

Signature: X\_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



# MAYOR & COUNCIL COMMUNICATION

**DATE:** August 4, 2015  
**CONSENT**  
**ITEM #6**  
**MOTION**

**AGENDA ITEM:** Approve Grant Application for Trail Grooming Reimbursement

**SUBMITTED BY:** Mike Bouthilet, Public Works Director

**THROUGH:** Cathy Bendel, Finance Director

**REVIEWED BY:** Cathy Bendel, Finance Director

**SUGGESTED ORDER OF BUSINESS:**

- Introduction of Item ..... Interim City Administrator
- Report/Presentation.....Interim 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:** Public Works/Parks

**FISCAL IMPACT:** NA

**SUMMARY AND ACTION REQUESTED:** As part of its Consent Agenda, the City Council is asked to approve preparation and submission of a grant application to the Minnesota DNR for Trail Grooming Reimbursement. No specific motion is needed as this is recommended to be part of the overall approval of the *Consent Agenda*.

**BACKGROUND INFORMATION:** For a number of years the City has been a participant in the Cross Country Ski Trail Assistance Program sponsored by the Minnesota DNR. This program allows for reimbursement of costs related to maintaining the ski trails. The proposed application would cover the 2015/2016 ski season.

**STAFF REPORT:** Each year the City of Lake Elmo has participated in the Cross Country Ski Trail Assistance Program for the trail system in Sunfish Lake Park. The fund allocations are driven by the number of participants in the program and the number of miles of trail being

maintained. The City has consistently received \$4,000-\$4,500 per year in grant funds to cover a portion of the costs related to the Cross Country trail maintenance in Sunfish Lake Park. A requirement of the application process is to attach a resolution providing City Council approval to sponsor the participation in the program.

**RECOMMENDATION:** Based on the aforementioned, staff recommends the City Council approve participation in the Cross Country Ski Trail Grant in Aid Program for the 2015/2016 season.

**ATTACHMENT:**

1. Resolution #2015-61

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

**RESOLUTION NO. 2015-61**

**A RESOLUTION RELATED TO SPONSORING THE CITY OF LAKE ELMO  
PARTICIPATION IN THE MINNESOTA DEPARTMENT OF NATURAL  
RESOURCES CROSS-COUNTY SKI TRAIL GRANT-IN-AID PROGRAM FOR  
THE 2015/2016 SEASON**

BE IT RESOLVED, by the City Council of the City of Lake Elmo, Minnesota, that the City of Lake Elmo will sponsor the City participation in the Minnesota Department of Natural Resources Cross-County Ski Trail Grant-In-Aid Program for the 2015/2016 Ski Season.

APPROVED by the Lake Elmo City Council on this 4<sup>th</sup> day of August, 2015.

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

ATTEST:

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



# MAYOR & COUNCIL COMMUNICATION

**DATE:** August 4, 2015

**CONSENT**

**ITEM #** 7

**AGENDA ITEM:** Eagle Point Boulevard Street and Utility Improvements – Change Order No. 1

**SUBMITTED BY:** Ryan Stempski, Project Engineer

**THROUGH:** Clark Schroeder, Interim City Administrator

**REVIEWED BY:** Jack Griffin, City Engineer  
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:** Decrease of \$28,500 to the construction contract amount.

This change order decreases the contract amount for the project by \$28,500.00 bringing the revised construction contract to \$1,220,994.09. Value engineering was completed to research potential material reductions in response to receiving contractor bids that put the total estimated project cost over budget by \$61,600.

**SUMMARY AND ACTION REQUESTED:**

The City Council is respectfully requested to consider approving Change Order No. 1 for the Eagle Point Boulevard Street and Utility Improvements, thereby decreasing the contract amount by \$28,500.00. The recommended motion for the action is as follows:

***“Move to approve Change Order No. 1 for the Eagle Point Boulevard Street and Utility Improvements thereby decreasing the contract amount by \$28,500.00.”***

**LEGISLATIVE HISTORY/BACKGROUND INFORMATION:**

The City Council accepted contractor bids and awarded a contract to Miller Excavating, Inc. at the July 7, 2015 City Council Meeting. It was reported at the meeting that the post bid project costs now exceed the preliminary assessment amounts by \$61,600.

Value engineering was completed to review the sub-drainage draitile system to minimize the lineal footage to be installed while still allowing for adequate collection of sub-surface water. The design engineer, TKDA, was directed to review and revise the Plan accordingly. The revised design resulted in a reduction in draitile length from 6,660 feet to 3,810 feet and the number of cleanouts from 50 to 31.

This change order reduces the construction contract from \$1,249,494.09 to \$1,220,994.09.

**RECOMMENDATION:**

Staff is recommending that the City Council consider, *as part of the Consent Agenda*, approving Change Order No. 1 for the Eagle Point Boulevard Street and Utility Improvements thereby decreasing the contract amount by \$28,500.00. If removed from the consent agenda, the recommended motion for this action is as follows:

***“Move to approve Change Order No. 1 for the Eagle Point Boulevard Street and Utility Improvements thereby decreasing the contract amount by \$28,500.00.”***

**ATTACHMENT(S):**

1. Change Order No. 1.

**CONTRACT CHANGE ORDER FORM**

**CITY OF LAKE ELMO, MINNESOTA**  
**EAGLE POINT BLVD STREET & UTILITY IMPROVEMENTS**  
**PROJECT NO. 2015.120**



**CHANGE ORDER NO.** 1 **DATE:** August 4, 2015

**TO:** MILLER EXCAVATING, INC. , 3636 STAGECOACH TRAIL N, STILLWATER, MN 55082

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 reduces the draitile from 6,660 feet to 3,810 feet by eliminating draitile in certain locations within the street sub-base. With high bid prices on draitile, value engineering was completed to specify draitile at strategic locations along the corridor. Furthermore draitile cleanouts were reduced from 50 to 31 due to the reduction in length.

**Attachments (list documents supporting change):** Revised Sheet No. 13 dated 07.28.2015

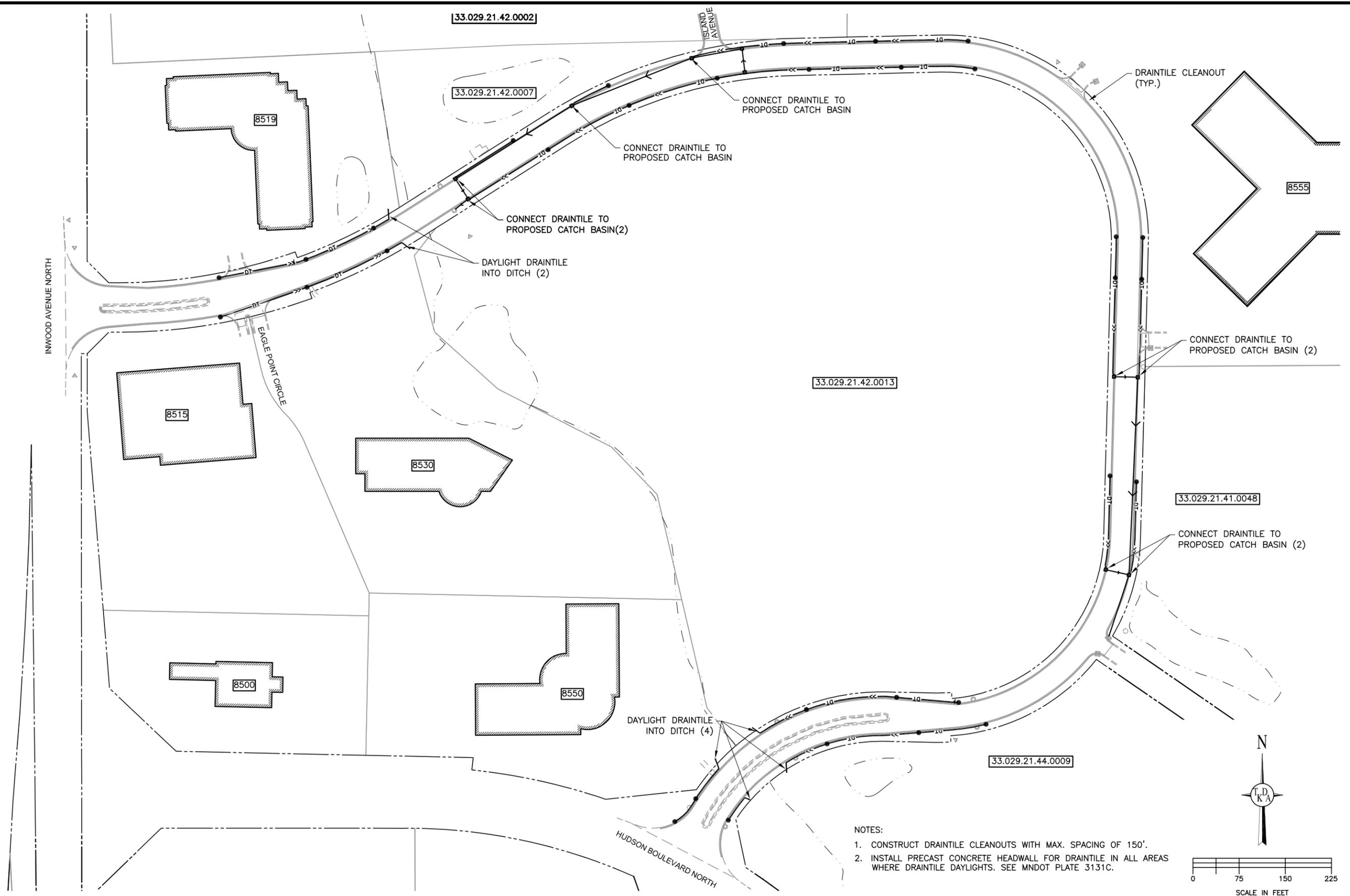
ITEM	DESCRIPTION OF PAY ITEM	UNIT	QTY	UNITE PRICE	INCREASE/(DECREASE)
20	PERFORATED PVC EDGE DRAIN	LF	-2,850	\$9.00	(\$25,650.00)
21	DRAINTILE CLEANOUT	EA	-19	\$150.00	(\$2,850.00)
<b>NET CONTRACT CHANGE</b>					<b>(\$28,500.00)</b>

Amount of Original Contract	\$ 1,249,494.09
Sum of Additions/Deductions approved to date	\$ 0.00
Contract Amount to date	\$ 1,249,494.09
Amount of this Change Order ( <del>ADD</del> ) ( <del>DEDUCT</del> ) ( <b>NO CHANGE</b> )	\$ (28,500.00)
Revised Contract Amount	\$ 1,220,994.09

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

APPROVED BY ENGINEER: FOCUS Engineering, inc.	APPROVED BY CONTRACTOR
_____	_____
ENGINEER	BY
_____	_____
DATE	DATE
APPROVED BY OWNER: CITY OF LAKE ELMO, MINNESOTA	
_____	_____
BY	BY
_____	_____
DATE	DATE

FIELD BOOK:  
 Plot Date: 07/28/2015  
 Drawing Path: C:\p\proj\15815000\15815000.dwg  
 User: tkda\jacob.klingbeil  
 Plot Path: C:\p\proj\15815000\15815000.dwg



- NOTES:
1. CONSTRUCT DRAINTILE CLEANOUTS WITH MAX. SPACING OF 150'.
  2. INSTALL PRECAST CONCRETE HEADWALL FOR DRAINTILE IN ALL AREAS WHERE DRAINTILE DAYLIGHTS. SEE MNDOT PLATE 3131C.

NO.	DATE	BY	DESCRIPTION OF REVISIONS
1	7/28/2015	MOB	C.O. #1

DESIGNED: EEK  
 DRAWN: MOB  
 CHECKED: RSQ  
 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.  
 ERIC E. KLINGBEIL  
 DATE: 7/2/2015 LIC. NO. 49826

**TKDA**  
 444 Cedar Street, Suite 1500  
 Saint Paul, MN 55101  
 651.292.4400  
 tkda.com

EAGLE POINT BOULEVARD  
 STREET & UTILITY IMPROVEMENTS  
 LAKE ELMO MINNESOTA  
 CLIENT NO. 2015.120 MSA NO.

DRAINTILE IMPROVEMENTS  
 PROJECT NO. 15815.000  
 RECORD NO. SHEET NO. 13



# MAYOR & COUNCIL COMMUNICATION

**DATE:** 08/04/2015  
**CONSENT**  
**ITEM #** 8

**AGENDA ITEM:** 2015 Seal Coat Project – Pay Request No. 1 (Final)

**SUBMITTED BY:** Ryan Stempski, Assistant City Engineer

**THROUGH:** Clark Schroeder, Interim City Administrator

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

**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:** Decrease of \$3,066.36.

Final payment is proposed in accordance with the Contract for the project. Final payment is \$3,066.36 less than the original contract amount of \$143,866.80 for Lake Elmo’s portion of the work (joint project with West Lakeland Township). In addition, the project at completion remains within the authorized total project budget amount of \$155,000 authorized by the City Council on February 24, 2015.

**SUMMARY AND ACTION REQUESTED:**

The City Council is respectfully requested to consider approving Pay Request No. 1 (Final) for the 2015 Seal Coat Project. If removed from the consent agenda, the recommended motion for the action is as follows:

***“Move to approve Pay Request No. 1 (Final) to Pearson Brothers, Inc., in the amount of \$192,554.56, for the 2015 Seal Coat Project; which includes \$140,800.44 for work completed in the City of Lake Elmo; and \$51,754.12 for work completed in West Lakeland Township.”***

**LEGISLATIVE HISTORY/BACKGROUND INFORMATION:**

The 2015 Seal Project has been fully completed. The Project Engineer has prepared a Certificate of Completion and is recommending acceptance of the improvements and release of the final retainage. The one year warranty period will begin on August 4, 2015, and will extend to August 4, 2016.

Final payment in the amount of \$192,554.56 has been requested by the Contractor, Pearson Brothers, Inc., based upon the work completed. The original Contract amount was \$200,049.52; including \$143,866.80 for work in Lake Elmo and \$56,182.72 for work in West Lakeland Township. The work actually completed for Lake Elmo streets was \$140,800.44, or \$3,066.36 (2.13%) less than the original Contract amount. Per the Joint Services Agreements: West Lakeland Township will be invoiced \$51,754.12 for their portion of the construction costs.

The final total project cost for the Lake Elmo portion of the project, including construction and engineering was \$146,300.44; \$140,800.44 in construction and \$5,500 (\$8,500 total - \$3,000 reimbursed by West Lakeland) for design and construction engineering services.

**RECOMMENDATION:**

Staff is recommending that the City Council consider approving, *as part of the Consent Agenda*, Pay Request No. 1 (Final) for the 2015 Seal Coat Project. If removed from the consent agenda, the recommended motion for the action is as follows:

***“Move to approve Pay Request No. 1 (Final) to Pearson Brothers, Inc., in the amount of \$192,554.56, for the 2015 Seal Coat Project; which includes \$140,800.44 for work completed in the City of Lake Elmo; and \$51,754.12 for work completed in West Lakeland Township.”***

**ATTACHMENT(S):**

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

**CERTIFICATE OF COMPLETION**

DATE OF ISSUANCE: August 4, 2015

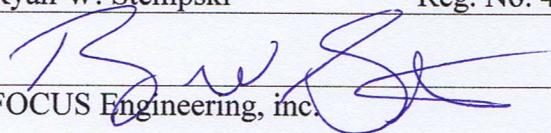
OWNER:	<u>CITY OF LAKE ELMO, MN</u>
CONTRACTOR:	<u>PEARSON BROTHERS, INC.</u>
PROJECT NAME:	<u>2015 SEAL COAT PROJECT</u>
PROJECT NO.:	<u>2015.117</u>

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

I do hereby certify that the work to which this Certificate applies has been constructed in accordance with the Contract dated May 19, 2015. The above-mentioned improvement is hereby declared to be complete and acceptance of this work is recommended.

DATE OF COMPLETION: August 4, 2015

Ryan W. Stempski Reg. No. 45395

  
FOCUS Engineering, inc.

THE WARRANTY PERIOD BEGINS August 4, 2015 AND ENDS August 4, 2016

**PROJECT PAY FORM**

PARTIAL PAY ESTIMATE NO. <u>1 (FINAL)</u>	<b>FOCUS</b> ENGINEERING, inc.
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<b>2015 SEAL COAT PROJECT</b> PROJECT NO. 2015.117	PERIOD OF ESTIMATE FROM <u>7/6/2015</u> TO <u>7/31/2015</u>
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PROJECT OWNER: <b>CITY OF LAKE ELMO</b> 3800 LAVERNE AVENUE NORTH LAKE ELMO, MN 55042 ATTN: JACK GRIFFIN, P.E., CITY ENGINEER	CONTRACTOR: <b>PEARSON BROTHERS, INC.</b> 11079 LAMONT AVENUE N.E. HANOVER, MN 55341 ATTN: JACK PEARSON, PRESIDENT
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CONTRACT CHANGE ORDER SUMMARY				PAY ESTIMATE SUMMARY	
No.	Approval Date	Amount			
		Additions	Deductions		
				1. Original Contract Amount	\$200,049.52
				2. Net Change Order Sum	\$0.00
				3. Revised Contract (1+2)	\$200,049.52
				4. *Work Completed	\$192,554.56
				5. *Stored Materials	\$0.00
				6. Subtotal (4+5)	\$192,554.56
				7. Retainage* <span style="color: red;">0.0%</span>	\$0.00
				8. Previous Payments	\$0.00
TOTALS		\$0.00	\$0.00	9. Amount Due (6-7-8)	<b>\$192,554.56</b>
NET CHANGE		\$0.00		*Detailed Breakdown Attached	

CONTRACT TIME					
START DATE:	<u>6/23/2015</u>	ORIGINAL DAYS	<u>69</u>	ON SCHEDULE	
SUBSTANTIAL COMPLETION:	<u>7/17/2015</u>	REVISED DAYS	<u>0</u>	YES	<input checked="" type="checkbox"/>
FINAL COMPLETION:	<u>8/31/2015</u>	REMAINING	<u>31</u>	NO	<input type="checkbox"/>

ENGINEER'S CERTIFICATION: The undersigned certifies that the work has been reviewed and to the best of their knowledge and belief, the quantities shown in this estimate are correct and the work has been performed in accordance with the contract documents.	FOCUS Engineering, inc.  _____ ENGINEER  DATE
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CONTRACTOR'S CERTIFICATION: The undersigned Contractor certifies that to the best of their knowledge, information and belief the work covered by this payment estimate has been completed in accordance with the contract documents, that all amounts have been paid by the contractor for work for which previous payment estimates was issued and payments received from the owner, and that current payment shown herein is now due.	CONTRACTOR  _____ BY  _____ DATE
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APPROVED BY OWNER: <b>CITY OF LAKE ELMO, MINNESOTA</b>	
_____ BY	_____ BY
_____ DATE	_____ DATE

**PAY ESTIMATE NO. 1 (FINAL)**

**FOCUS** ENGINEERING, inc.

2015 SEAL COAT PROJECT  
CITY OF LAKE ELMO & WEST LAKELAND TOWNSHIP  
FOCUS PROJECT NO. 2015.117

CONTRACT DATED MAY 19, 2015

ITEM NO.	DESCRIPTION	CONTRACT QUANTITY	ACTUAL QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT
<b>CITY OF LAKE ELMO</b>						
1	BITUMINOUS SEAL COAT WITH 1/8" DRESSER TRAP ROCK AND CRS-2P EMULSIFIED ASPHALT	108,990	106,667	SY	\$ 1.32	\$ 140,800.44
<b>CITY OF WEST LAKELAND</b>						
2	BITUMINOUS SEAL COAT WITH 1/8" DRESSER TRAP ROCK AND CRS-2 EMULSIFIED ASPHALT	46,432	42,772	SY	\$ 1.21	\$ 51,754.12
<b>TOTAL</b>						<b>\$ 192,554.56</b>



# MAYOR & COUNCIL COMMUNICATION

**DATE:** August 4, 2015

**CONSENT**

**ITEM #** 9

**AGENDA ITEM:** 39<sup>th</sup> Street North: Street and Sanitary Sewer Improvements – Pay Request No. 6

**SUBMITTED BY:** Chad Isakson, Project Engineer

**THROUGH:** Clark Schroeder, Interim City Administrator

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

None. Partial payment is proposed in accordance with the approved Contract and change orders for the project.

**SUMMARY AND ACTION REQUESTED:**

The City Council is respectfully requested to consider approving Pay Request No. 6 for the 39<sup>th</sup> Street North: Street and Sanitary Sewer Improvements project. If removed from the consent agenda, the recommended motion for the action is as follows:

***“Move to approve Pay Request No. 6 to Geislinger & Sons Inc. in the amount of \$115,695.99 for the 39<sup>th</sup> Street North: Street and Sanitary Sewer Improvements”.***

**LEGISLATIVE HISTORY/BACKGROUND INFORMATION:**

Geislinger & Sons Inc., the Contractor for the project, has submitted Partial Pay Estimate No. 6 in the amount of \$115,695.99. The request has been reviewed and payment is recommended in the amount requested. In accordance with the contract documents, the City has retained 5% of the total work completed. The amount retained is \$95,684.14.

**RECOMMENDATION:**

Staff is recommending that the City Council consider approving, *as part of the Consent Agenda*, Pay Request No. 6 for the 39<sup>th</sup> Street North: Street and Sanitary Sewer Improvements project. If removed from the consent agenda, the recommended motion for the action is as follows:

***“Move to approve Pay Request No. 6 to Geislinger & Sons Inc. in the amount of \$115,695.99, for the 39<sup>th</sup> Street North: Street and Sanitary Sewer Improvements”.***

**ATTACHMENT(S):**

1. Partial Pay Estimate No. 6.

**PROJECT PAY FORM**

PARTIAL PAY ESTIMATE NO. <u>6</u>	<b>FOCUS</b> ENGINEERING, inc.
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<b>39TH ST N: STREET AND SANITARY SEWER IMPROVEMENTS</b> PROJECT NO. 2014.131	PERIOD OF ESTIMATE FROM <u>5/30/2015</u> TO <u>7/20/2015</u>
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PROJECT OWNER: <b>CITY OF LAKE ELMO</b> 3800 LAVERNE AVENUE NORTH LAKE ELMO, MN 55042 ATTN: JACK GRIFFIN, CITY ENGINEER	CONTRACTOR: <b>GEISLINGER &amp; SONS, INC.</b> 511 CENTRAL AVE S, PO BOX 437 WATKINS, MINNESOTA 55389 ATTN: GARY LUEBBEN, PROJECT MANAGER
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CONTRACT CHANGE ORDER SUMMARY				PAY ESTIMATE SUMMARY	
No.	Approval Date	Amount			
		Additions	Deductions		
1	9/16/2014	\$118,975.00		1. Original Contract Amount	\$1,760,458.80
2	2/3/2015	\$22,214.00		2. Net Change Order Sum	\$315,064.00
3	2/24/2015	\$19,435.00		3. Revised Contract (1+2)	\$2,075,522.80
4	4/7/2015	\$154,440.00		4. *Work Completed	\$1,913,682.77
				5. *Stored Materials	\$0.00
				6. Subtotal (4+5)	\$1,913,682.77
				7. Retainage* <u>5.0%</u>	\$95,684.14
				8. Previous Payments	\$1,702,302.64
				9. Amount Due (6-7-8)	<b>\$115,695.99</b>
TOTALS		\$315,064.00	\$0.00		
NET CHANGE		\$315,064.00	\$0.00	*Detailed Breakdown Attached	

CONTRACT TIME					
START DATE:	<u>9/2/2014</u>	ORIGINAL DAYS	<u>347</u>	ON SCHEDULE	
SUBSTANTIAL COMPLETION:	<u>6/30/2015</u>	REVISED DAYS	<u>0</u>	YES	<input checked="" type="checkbox"/>
FINAL COMPLETION:	<u>8/15/2015</u>	REMAINING	<u>26</u>	NO	<input type="checkbox"/>

ENGINEER'S CERTIFICATION: The undersigned certifies that the work has been reviewed and to the best of their knowledge and belief, the quantities shown in this estimate are correct and the work has been performed in accordance with the contract documents.	FOCUS Engineering, inc.  _____ ENGINEER <u>7/28/2015</u> _____ DATE
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CONTRACTOR'S CERTIFICATION: The undersigned Contractor certifies that to the best of their knowledge, information and belief the work covered by this payment estimate has been completed in accordance with the contract documents, that all amounts have been paid by the contractor for work for which previous payment estimates was issued and payments received from the owner, and that current payment shown herein is now due.	CONTRACTOR  BY <u>7/28/2015</u> _____ DATE
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APPROVED BY OWNER: <b>CITY OF LAKE ELMO, MINNESOTA</b>	
BY _____	BY _____
DATE _____	DATE _____

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



ITEM	DESCRIPTION OF PAY ITEM	UNIT	CONTRACT			THIS PERIOD		TOTAL TO DATE	
			QUANTITY	UNIT PRICE	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT
<b>PART 1 - SANITARY SEWER</b>									
1	8" PVC SANITARY SEWER, SDR 26, 20' - 25' DEEP	LF	62	\$125.00	\$7,750.00	0	\$0.00	153.00	\$19,125.00
2	10" PVC SANITARY SEWER, SDR 26, 15' - 20' DEEP	LF	1,025	\$87.00	\$89,175.00	0	\$0.00	1,054.00	\$91,698.00
3	10" PVC SANITARY SEWER, SDR 26, 20' - 25' DEEP	LF	315	\$89.00	\$28,035.00	0	\$0.00	284	\$25,276.00
4	12" PVC SANITARY SEWER, SDR 26, 15' - 20' DEEP	LF	500	\$92.00	\$46,000.00	0	\$0.00	495	\$45,540.00
5	12" PVC SANITARY SEWER, SDR 26, 20' - 25' DEEP	LF	630	\$94.00	\$59,220.00	0	\$0.00	632	\$59,408.00
6	10" PVC SANITARY SEWER, SDR 26, IN CASING	LF	100	\$40.00	\$4,000.00	0	\$0.00	100	\$4,000.00
7	12" PVC SANITARY SEWER, SDR 26, IN CASING	LF	120	\$45.00	\$5,400.00	0	\$0.00	120	\$5,400.00
8	20" STEEL CASING PIPE (JACK/AUGERED)	LF	100	\$525.00	\$52,500.00	0	\$0.00	100	\$52,500.00
9	24" STEEL CASING PIPE (JACK/AUGERED)	LF	120	\$535.00	\$64,200.00	0	\$0.00	120	\$64,200.00
10	PIPE FOUNDATION ROCK	LF	1,400	\$0.10	\$140.00	0	\$0.00	118	\$11.80
11	TELEVISION	LF	2,850	\$2.00	\$5,700.00	0	\$0.00	0	\$0.00
12	4' DIAMETER SANITARY SEWER MH	EA	12	\$3,000.00	\$36,000.00	0	\$0.00	12	\$36,000.00
13	4' DIAMETER EXCESS MANHOLE DEPTH	LF	140	\$125.00	\$17,500.00	0	\$0.00	117.7	\$14,712.50
14	10"X6" PVC WYE, SDR 26	EA	6	\$400.00	\$2,400.00	0	\$0.00	6	\$2,400.00
15	12"X6" PVC WYE, SDR 26	EA	4	\$460.00	\$1,840.00	0	\$0.00	6	\$2,760.00
16	6" PVC SCH 40 SANITARY SEWER RISER	LF	85	\$35.00	\$2,975.00	0	\$0.00	118	\$4,130.00
17	6" PVC SCH 40 SANITARY SEWER SERVICE	LF	400	\$32.00	\$12,800.00	0	\$0.00	389	\$12,448.00
18	PRECAST CONCRETE JERSEY BARRIERS AT HIGHWAY 5 JACKING PITS	LS	1	\$4,500.00	\$4,500.00	0	\$0.00	1	\$4,500.00
19	PRECAST CONCRETE JERSEY BARRIERS AT HIGHWAY 17 JACKING PITS	LS	1	\$4,500.00	\$4,500.00	0	\$0.00	1	\$4,500.00
20	CROSS EXISTING WATER SERVICE	EA	7	\$450.00	\$3,150.00	0	\$0.00	7	\$3,150.00
21	EXPLORATORY DIGGING	HR	5	\$500.00	\$2,500.00	0	\$0.00	0	\$0.00
SUBTOTAL - PART 1					\$450,285.00		\$0.00		\$451,759.30
<b>PART 2 - WATERMAIN</b>									
1	TEMPORARY WATER SYSTEM	LS	1	\$1,500.00	\$1,500.00	0	\$0.00	1	\$1,500.00
2	CONNECT TO EXISTING 6" WATER MAIN	EA	3	\$900.00	\$2,700.00	0	\$0.00	1	\$900.00
3	CONNECT TO EXISTING 8" WATER MAIN	EA	1	\$950.00	\$950.00	0	\$0.00	1	\$950.00
4	CUT IN 8" X 8" TEE	EA	1	\$2,600.00	\$2,600.00	0	\$0.00	0	\$0.00
5	REMOVE AND DISPOSE OF EXISTING GATE VALVE & BOX	EA	3	\$1,500.00	\$4,500.00	0	\$0.00	0	\$0.00
6	REMOVE AND REPLACE 6" GATE VALVE & BOX	EA	4	\$3,400.00	\$13,600.00	0	\$0.00	4	\$13,600.00
7	REMOVE AND REPLACE 8" GATE VALVE & BOX	EA	11	\$3,900.00	\$42,900.00	0	\$0.00	10	\$39,000.00
8	REMOVE AND DISPOSE OF EXISTING HYDRANT	EA	5	\$760.00	\$3,800.00	0	\$0.00	3	\$2,280.00
9	6" DIP CL. 52 WATER MAIN	LF	70	\$46.00	\$3,220.00	0	\$0.00	30.5	\$1,403.00
10	8" DIP CL. 52 WATER MAIN	LF	30	\$53.00	\$1,590.00	0	\$0.00	88	\$4,664.00
11	6" GATE VALVE AND BOX	EA	4	\$1,450.00	\$5,800.00	0	\$0.00	1	\$1,450.00
12	HYDRANT	EA	5	\$4,000.00	\$20,000.00	0	\$0.00	3	\$12,000.00
13	VALVE BOX EXTENSION	LF	2	\$260.00	\$520.00	0	\$0.00	0	\$0.00
14	HYDRANT EXTENSION	LF	1	\$600.00	\$600.00	0	\$0.00	0	\$0.00
15	DUCTILE IRON FITTINGS	LB	100	\$10.00	\$1,000.00	0	\$0.00	94	\$940.00
SUBTOTAL - PART 2					\$105,280.00		\$0.00		\$78,687.00
<b>PART 3 - STORM SEWER</b>									
1	REMOVE AND DISPOSE OF EXISTING STORM SEWER	LF	910	\$10.00	\$9,100.00	0	\$0.00	902	\$9,020.00
2	REMOVE AND DISPOSE OF EXISTING STORM SEWER MANHOLE	EA	8	\$400.00	\$3,200.00	0	\$0.00	8	\$3,200.00
3	POTHOLE EXISTING WATER MAIN	EA	7	\$450.00	\$3,150.00	0	\$0.00	7	\$3,150.00
4	12" RCP STORM SEWER, CLASS 5	LF	70	\$40.00	\$2,800.00	0	\$0.00	70	\$2,800.00
5	15" RCP STORM SEWER, CLASS 5	LF	891	\$42.00	\$37,422.00	0	\$0.00	891	\$37,422.00
6	18" RCP STORM SEWER, CLASS 5	LF	236	\$45.00	\$10,620.00	0	\$0.00	236	\$10,620.00
7	24" RCP STORM SEWER, CLASS 4	LF	369	\$62.00	\$22,878.00	0	\$0.00	369	\$22,878.00
8	12" RCP FLARED END SECTION INCL TRASH GUARD	EA	2	\$900.00	\$1,800.00	0	\$0.00	2	\$1,800.00
9	18" RCP FLARED END SECTION INCL TRASH GUARD	EA	2	\$1,050.00	\$2,100.00	0	\$0.00	2	\$2,100.00
10	24" RCP FLARED END SECTION INCL TRASH GUARD	EA	1	\$1,400.00	\$1,400.00	0	\$0.00	1	\$1,400.00
11	RIP RAP, CLASS 3	CY	8	\$115.00	\$920.00	0	\$0.00	12	\$1,380.00
12	2'X3' CATCH BASIN	EA	3	\$2,100.00	\$6,300.00	0	\$0.00	3	\$6,300.00
13	4' DIA CATCH BASIN/MANHOLE	EA	5	\$2,500.00	\$12,500.00	0	\$0.00	5	\$12,500.00
14	5' DIA CATCH BASIN/MANHOLE	EA	2	\$3,600.00	\$7,200.00	0	\$0.00	2	\$7,200.00
15	5' DIA CATCH BASIN/MANHOLE W/ SUMP	EA	1	\$4,350.00	\$4,350.00	0	\$0.00	1	\$4,350.00
16	BULKHEAD 15" RCP STORM SEWER	EA	1	\$125.00	\$125.00	0	\$0.00	1	\$125.00
17	BULKHEAD 18" RCP STORM SEWER	EA	1	\$150.00	\$150.00	0	\$0.00	1	\$150.00
18	BULKHEAD 36" RCP STORM SEWER	EA	1	\$225.00	\$225.00	0	\$0.00	1	\$225.00
19	INLET PROTECTION	EA	12	\$175.00	\$2,100.00	0	\$0.00	3	\$525.00
20	INSULATION	SY	30	\$30.00	\$900.00	0	\$0.00	24	\$720.00
21	POND EXCAVATION (P)	CY	420	\$10.00	\$4,200.00	0	\$0.00	420	\$4,200.00
22	INFILTRATION SWALE EXCAVATION (P)	CY	675	\$10.00	\$6,750.00	0	\$0.00	0	\$0.00
23	SEED MIX 330 AND HYDROMULCH	SY	1600	\$2.75	\$4,400.00	0	\$0.00	0	\$0.00
SUBTOTAL - PART 3					\$144,590.00		\$0.00		\$132,065.00
<b>PART 4 - STREET IMPROVEMENTS</b>									
1	MOBILIZATION	LS	1	\$90,000.00	\$90,000.00	0.25	\$22,500.00	1.00	\$90,000.00
2	TRAFFIC CONTROL	LS	1	\$9,000.00	\$9,000.00	0.25	\$2,250.00	1.00	\$9,000.00

ITEM	DESCRIPTION OF PAY ITEM	UNIT	CONTRACT			THIS PERIOD		TOTAL TO DATE	
			QUANTITY	UNIT PRICE	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT
3	TEMPORARY ROCK CONSTRUCTION ENTRANCE	EA	3	\$1,200.00	\$3,600.00	0.50	\$600.00	1	\$1,200.00
4	CLEAR AND GRUB TREES AND BRUSH	LS	1	\$4,500.00	\$4,500.00	0.00	\$0.00	1	\$4,500.00
5	TEMPORARY ACCESS GRADING	LS	1	\$2,000.00	\$2,000.00	0.00	\$0.00	1	\$2,000.00
6	TEMPORARY ACCESS AGGREGATE BASE CLASS 5	TN	60	\$30.00	\$1,800.00	0.00	\$0.00	60	\$1,800.00
7	TEMPORARY ACCESS MAINTENANCE	HR	10	\$125.00	\$1,250.00	0.00	\$0.00	10	\$1,250.00
8	REMOVE TEMPORARY ACCESS	LS	1	\$1,500.00	\$1,500.00	1.00	\$1,500.00	1	\$1,500.00
9	REMOVE AND DISPOSE OF EXISTING CONCRETE CURB AND GUTTER	LF	290	\$6.00	\$1,740.00	0.00	\$0.00	290	\$1,740.00
10	REMOVE AND DISPOSE OF EXISTING BITUMINOUS PAVEMENT	SY	9160	\$2.00	\$18,320.00	0.00	\$0.00	9,487	\$18,974.00
11	REMOVE AND DISPOSE OF EXISTING BITUMINOUS PAVEMENT (DRIVEWA	SY	335	\$4.00	\$1,340.00	0.00	\$0.00	300	\$1,200.00
12	REMOVE AND DISPOSE OF EXISTING LIGHT BASE	EA	4	\$300.00	\$1,200.00	0.00	\$0.00	0	\$0.00
13	SALVAGE AND REINSTALL SIGN	EA	8	\$200.00	\$1,600.00	0.00	\$0.00	0	\$0.00
14	SALVAGE AND REINSTALL MAIL DROPBOX	EA	1	\$250.00	\$250.00	0.00	\$0.00	0	\$0.00
15	SALVAGE AND REINSTALL RETAINING WALL	LS	1	\$7,500.00	\$7,500.00	0.00	\$0.00	0	\$0.00
16	SAWCUT BITUMINOUS PAVEMENT	LF	200	\$3.00	\$600.00	0.00	\$0.00	200	\$600.00
17	COMMON EXCAVATION (P)	CY	7750	\$9.00	\$69,750.00	0.00	\$0.00	7,750	\$69,750.00
18	SUBGRADE CORRECTION (EV)	CY	340	\$12.00	\$4,080.00	0.00	\$0.00	216	\$2,592.00
19	SUBGRADE PREPARATION	RS	24.34	\$465.00	\$11,318.10	0.00	\$0.00	24.34	\$11,318.10
20	4" PERFORATED PVC DRAIN TILE WITH AGGREGATE AND WRAP	LF	1000	\$12.00	\$12,000.00	0.00	\$0.00	980	\$11,760.00
21	AGGREGATE BASE CLASS 5	TN	6380	\$10.50	\$66,990.00	0.00	\$0.00	6,380	\$66,989.79
22	SELECT GRANULAR BORROW (P)	CY	4090	\$10.00	\$40,900.00	395.00	\$3,950.00	4,485	\$44,850.00
23	TYPE SP 9.5 BITUMINOUS WEARING COURSE MIXTURE (2,B) [SPWEA230B	TN	800	\$66.50	\$53,200.00	0.00	\$0.00	0	\$0.00
24	TYPE SP 12.5 BITUMINOUS NON WEARING COURSE MIXTURE (2,B) [SPNM	TN	1335	\$57.75	\$77,096.25	0.00	\$0.00	1,290.5	\$74,526.38
25	BITUMINOUS MATERIAL FOR TACK COAT	GAL	565	\$2.00	\$1,130.00	0.00	\$0.00	25	\$50.00
26	ADJUST MH CASTING - STEEL RING (2015)	EA	12	\$450.00	\$5,400.00	0.00	\$0.00	0	\$0.00
27	ADJUST VALVE BOX (2015)	EA	20	\$250.00	\$5,000.00	0.00	\$0.00	0	\$0.00
28	B624 CONCRETE CURB AND GUTTER	LF	4310	\$10.77	\$46,418.70	0.00	\$0.00	4,465	\$48,088.05
29	B612 CONCRETE CURB AND GUTTER	LF	105	\$14.80	\$1,554.00	0.00	\$0.00	43	\$636.40
30	CONCRETE PEDESTRIAN RAMP	EA	12	\$420.00	\$5,040.00	10.00	\$4,200.00	12	\$5,040.00
31	5" CONCRETE SIDEWALK	SF	13110	\$3.50	\$45,885.00	372.00	\$1,302.00	12,840	\$44,940.00
32	8" COMMERCIAL CONCRETE DRIVEWAY PAVEMENT (HIGH EARLY)	SY	340	\$70.00	\$23,800.00	0.00	\$0.00	331	\$23,170.00
33	6" CONCRETE FLUME	SY	35	\$50.00	\$1,750.00	35.00	\$1,750.00	35	\$1,750.00
34	TRUNCATED DOME PANELS	SF	168	\$42.00	\$7,056.00	132.00	\$5,544.00	160	\$6,720.00
35	BITUMINOUS DRIVEWAY PAVEMENT	SY	105	\$50.00	\$5,250.00	125.00	\$6,250.00	160	\$8,000.00
36	TYPE SP 9.5 BITUMINOUS WEARING COURSE MIXTURE - TRAIL (2,B) [SPW	TN	270	\$65.00	\$17,550.00	264.91	\$17,219.15	265	\$17,219.15
37	SODDING	SY	5000	\$4.25	\$21,250.00	4,163.00	\$17,692.75	4,163	\$17,692.75
38	IMPORT AND PLACE TOPSOIL BORROW (CV)	CY	500	\$35.00	\$17,500.00	783.00	\$27,405.00	783	\$27,405.00
39	SEED & EROSION CONTROL BLANKET	SY	2000	\$3.25	\$6,500.00	646.00	\$2,099.50	646	\$2,099.50
40	SEED & HYDROMULCH	SY	5500	\$2.15	\$11,825.00	3,499.00	\$7,522.85	3,499	\$7,522.85
41	SILT FENCE, TYPE MACHINE SLICED	LF	1000	\$1.95	\$1,950.00	0.00	\$0.00	0	\$0.00
42	SILT FENCE, TYPE FLOATING	LF	30	\$22.50	\$675.00	0.00	\$0.00	0	\$0.00
43	DITCH CHECK - BIOROLL	LF	200	\$5.75	\$1,150.00	0.00	\$0.00	30	\$172.50
44	STREET SWEEPING	HR	15	\$125.00	\$1,875.00	0.00	\$0.00	0	\$0.00
45	SIGN PANELS, TYPE C	SF	6	\$45.00	\$281.25	0.00	\$0.00	0	\$0.00
46	4" DOUBLE SOLID YELLOW LINE, EPOXY	LF	2270	\$1.50	\$3,405.00	0.00	\$0.00	0	\$0.00
47	4" SOLID WHITE LINE, EPOXY	LF	110	\$0.75	\$82.50	0.00	\$0.00	0	\$0.00
48	RIGHT TURN ARROW, TAPE	EA	1	\$845.00	\$845.00	0.00	\$0.00	0	\$0.00
SUBTOTAL - PART 4					\$714,706.80		\$121,785.25		\$626,056.47
ALTERNATE NO. 1 - SANITARY SEWER SOUTH OF TH 5									
1	CLEAR AND GRUB TREES AND BRUSH	LS	1	\$4,000.00	\$4,000.00	0	\$0.00	1	\$4,000.00
2	REMOVE AND DISPOSE OF EXISTING STORM SEWER	LF	20	\$10.00	\$200.00	0	\$0.00	0	\$0.00
3	PATCH GRAVEL DRIVEWAY	TN	200	\$20.00	\$4,000.00	0	\$0.00	0	\$0.00
4	18" CMP DRIVEWAY CULVERT	EA	20	\$45.00	\$900.00	0	\$0.00	0	\$0.00
5	18" CMP FLARED END SECTION	EA	2	\$480.00	\$960.00	0	\$0.00	0	\$0.00
6	15" PVC SANITARY SEWER, SDR 26, 15' - 20' DEEP	LF	625	\$94.00	\$58,750.00	0	\$0.00	625	\$58,750.00
7	15" PVC SANITARY SEWER, SDR 26, 20' - 25' DEEP	LF	1255	\$96.00	\$120,480.00	0	\$0.00	1,255	\$120,480.00
8	14" PVC SANITARY SEWER, C905 DR 25, IN CASING	LF	164	\$40.00	\$6,560.00	0	\$0.00	164	\$6,560.00
9	14" PVC SANITARY SEWER, C905 DR 25, 20' - 25' DEEP	LF	20	\$76.00	\$1,520.00	0	\$0.00	20	\$1,520.00
10	28" STEEL CASING PIPE (JACK/AUGERED)	LF	164	\$565.00	\$92,660.00	0	\$0.00	60	\$33,900.00
11	PIPE FOUNDATION ROCK	LF	1000	\$0.01	\$10.00	0	\$0.00	0	\$0.00
12	TELEVISION	LF	2061	\$2.00	\$4,122.00	0	\$0.00	0	\$0.00
13	4' DIAMETER SANITARY SEWER MH	EA	8	\$3,200.00	\$25,600.00	0	\$0.00	8	\$25,600.00
14	4' DIAMETER EXCESS MANHOLE DEPTH	LF	115	\$125.00	\$14,375.00	0	\$0.00	109.2	\$13,650.00
15	SOIL DECOMPACTION	AC	5	\$1,200.00	\$6,000.00	0	\$0.00	0	\$0.00
16	SILT FENCE, TYPE MACHINE SLICED	LF	300	\$1.95	\$585.00	0	\$0.00	0	\$0.00
17	SEED AND BLANKET	SY	1500	\$3.25	\$4,875.00	0	\$0.00	0	\$0.00
SUBTOTAL - ALTERNATE NO. 1					\$345,597.00		\$0.00		\$264,460.00

**TOTALS - BASE CONTRACT**

**\$1,760,458.80**

**\$121,785.25**

**\$1,553,027.77**

**CHANGE ORDER NO. 1**

CO1-1	CONNECT TO EXISTING 6" WATER MAIN	EA	-2.0	\$900.00	-\$1,800.00	0	\$0.00	0	\$0.00
CO1-2	CONNECT TO EXISTING 8" WATER MAIN	EA	2.0	\$950.00	\$1,900.00	0	\$0.00	2	\$1,900.00
CO1-3	CONNECT TO EXISTING 16" WATER MAIN	EA	1.0	\$1,600.00	\$1,600.00	0	\$0.00	1	\$1,600.00
CO1-4	CUT IN 8" X 8" TEE	EA	-1.0	\$2,600.00	-\$2,600.00	0	\$0.00	0	\$0.00
CO1-5	REMOVE AND DISPOSE OF EXISTING 8" WATER MAIN	LF	875.0	\$6.00	\$5,250.00	0	\$0.00	884	\$5,304.00

ITEM	DESCRIPTION OF PAY ITEM	UNIT	CONTRACT			THIS PERIOD		TOTAL TO DATE	
			QUANTITY	UNIT PRICE	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT
CO1-6	REMOVE AND DISPOSE OF EXISTING GATE VALVE & BOX	EA	1.0	\$1,500.00	\$1,500.00	0	\$0.00	1	\$1,500.00
CO1-7	16" DIP CL. 51 WATER MAIN	LF	875.0	\$69.00	\$60,375.00	0	\$0.00	875	\$60,375.00
CO1-8	8" GATE VALVE AND BOX	EA	2.0	\$1,700.00	\$3,400.00	0	\$0.00	2	\$3,400.00
CO1-9	16" BUTTERFLY VALVE AND BOX	EA	2.0	\$3,000.00	\$6,000.00	0	\$0.00	2	\$6,000.00
CO1-10	DUCTILE IRON FITTINGS	LB	2,680.0	\$10.00	\$26,800.00	0	\$0.00	2,525	\$25,250.00
CO1-11	8" DIP CL. 52 WATER MAIN	LF	10.0	\$53.00	\$530.00	0	\$0.00	9	\$477.00
CO1-12	10" HDPE DR 11 WATERMAIN INSTALLED BY DIRECTIONAL DRILL	LF	90.0	\$178.00	\$16,020.00	0	\$0.00	0	\$0.00

**TOTALS - CHANGE ORDER NO. 1** **\$118,975.00** **\$0.00** **\$105,806.00**

**CHANGE ORDER NO. 2**

CO2-1	MANHOLE CORE DRILL	LS	1.0	\$3,825.00	\$3,825.00	0	\$0.00	1	\$3,825.00
CO2-2	GEOTEXTILE FABRIC	SY	9,940.0	\$1.85	\$18,389.00	0	\$0.00	9,940	\$18,389.00

**TOTALS - CHANGE ORDER NO. 2** **\$22,214.00** **\$0.00** **\$22,214.00**

**CHANGE ORDER NO. 3**

CO3-1	30-INCH CASING PIPE - PIPE HAMMER	LS	1.0	\$19,435.00	\$19,435.00	0	\$0.00	1	\$19,435.00
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**TOTALS - CHANGE ORDER NO. 3** **\$19,435.00** **\$0.00** **\$19,435.00**

**CHANGE ORDER NO. 4**

CO4-1	48-INCH CASING PIPE	LF	164.0	\$1,300.00	\$213,200.00	0	\$0.00	164	\$213,200.00
CO4-2	DEDUCT 28-INCH CASING PIPE (NOT INSTALLED)	LF	-104.0	\$565.00	-\$58,760.00	0	\$0.00	0	\$0.00

**TOTALS - CHANGE ORDER NO. 4** **\$154,440.00** **\$0.00** **\$213,200.00**

**TOTALS - REVISED CONTRACT** **\$2,075,522.80** **\$121,785.25** **\$1,913,682.77**



## MAYOR AND COUNCIL COMMUNICATION

DATE: 08/04/2015  
CONSENT  
ITEM #: 10

**AGENDA ITEM:** Approve Amendment to Community Development Block Grant Cooperative Agreement  
**SUBMITTED BY:** Clark Schroder, Interim Administrator  
**THROUGH:** Julie Johnson, City Clerk

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### **SUMMARY AND ACTION REQUESTED:**

Washington County is requesting the City sign off on an amendment to the CDBG Cooperative Agreement. The Mayor and Interim Administrator have signed the document and delivered it to Washington County in order for the county to be able to deliver the fully executed document to HUD on its due date. Staff is requesting the council formally approve this amendment.

### **RECOMMENDATION:**

If removed from the Consent Agenda, staff recommends the following: *Motion "to approve the Amendment to the Washington County Community Development Block Grant Cooperation Agreement."*

### **ATTACHMENT(S):**

Amendment to Washington County Community Development Block Grant Cooperation Agreement.

**URGENT – IMMEDIATE  
ATTENTION REQUIRED**

July 21, 2015

Re: Amendment to Community Development Block Grant (CDBG) Cooperation Agreement

Dear Participating Community,

Enclosed please find a contract amendment to your agreement with Washington County regarding your participation in the Community Development Block Grant (CDBG) program.

HUD is requiring that we amend this agreement to include the following language:

**SPECIAL PROVISIONS**

- A. A unit of general local government may not sell, trade, or otherwise transfer all or any portion of such funds to a metropolitan city, urban county, unit of general local government, or Indian tribe, or insular area that directly or indirectly receives CDBG funds in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under Title I of the Housing and Community Development Act of 1974, as amended (see paragraph V.M. of the Notice).

Please have the amendment signed and return *the original* amendment **no later than Monday, July 26th** to:

Karen Brown  
Washington County Community Services  
14949 62<sup>nd</sup> Street N, PO Box 30  
Stillwater, MN 55082

I will send you a copy of the amendment, with any attachments, once we have all the required signatures. If you have any questions, please contact Angie Shuppert, Community Development Programs Manager at the Washington County HRA at 651.379.9551 or [ashuppert@wchra.com](mailto:ashuppert@wchra.com)

Sincerely,



Sarah Tripple, LSW  
Community Services Policy Analyst  
Washington County Community Services  
14949 62<sup>nd</sup> St North  
Stillwater, MN 55082  
651.430.6480 or [sarah.tripple@co.washington.mn.us](mailto:sarah.tripple@co.washington.mn.us)

Enclosure: contract/amendment

Service Center Cottage Grove  
13000 Ravine Parkway  
Cottage Grove, MN 55016  
Phone: 651-430-4159  
Fax: 651-430-4157

Service Center Forest Lake  
19955 Forest Road N  
Forest Lake, MN 55025  
Phone: 651-275-7260  
Fax: 651-275-7263

Government Center  
14949 62nd St N P.O. Box 30  
Stillwater, MN 55082-0030  
Phone: 651-430-6455  
Fax: 651-430-6605

Service Center Woodbury  
2150 Radio Drive  
Woodbury, MN 55125  
Phone: 651-275-8650  
Fax: 651-275-8682

**AMENDMENT NUMBER ONE  
AGREEMENT #1136  
WASHINGTON COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)  
COOPERATION AGREEMENT**

This Amendment Number One is entered into by and between the County of Washington, State of Minnesota, 14949 62<sup>nd</sup> Street North, P.O. Box 30, Stillwater, MN 55082, hereafter referred to as the "County" and City of Lake Elmo, hereinafter referred to as the "Cooperating Community", is to amend CDBG Contract #1136.

**WHEREAS**, Title II of the Cranston – Gonzales National Affordable Housing Act of 1990 (42 U.S.C. 12701 et seq. as amended) provides for a program known as the HOME Investment Partnership Program; and

**WHEREAS**, Washington County, Minnesota qualifies under said law as a member of the HOME Consortium formed by Anoka, Dakota, Ramsey and Washington Counties, and the Cities of Coon Rapids in Anoka County and Woodbury in Washington County; and

**WHEREAS**, part 92 of Title 24 of the Code of Federal Regulations sets forth regulations governing the applicability and use of funds under Title II; and

**WHEREAS**, the governing regulations require that units of local government enter into a cooperation agreement with the County for participation in the HOME Program, which shall be the same cooperation agreement participation in the Community Development Block Grant Program; and

**WHEREAS**, a unit of general local government is restricted from selling, trading or otherwise transferring such funds; and

**NOW, THEREFORE**, the parties mutually agree to amend Washington County Community Development Block Grant (CDBG) Cooperation Agreement, Contract #1136 as follows:

1. Section I.A. shall hereby deleted and restated to read:

"The Acts" means the Housing and Community Development Act of 1974, Title I, of Public Law 93-383, as amended (42 U.S.C. 5301. et. seq.) and HOME Investment Partnership Act, Title II of the Cranston-Gonzales National Affordable Housing Act of 1990 (42 U.S.C. 12701, et. seq.) as amended.

2. Section I.B. shall be hereby deleted and restated to read:

"Regulations" means the rules and regulations promulgated pursuant to the "Acts" including but not limited to 24 C.F.R. Parts 92 and 570.

3. The last sentence in Section I, Definitions, is hereby deleted and restated to read:

The Definitions contained in the Acts and the Regulations are incorporated by reference and are made a part hereof.

4. The second paragraph of section II, Purpose, is hereby deleted and restated to read:

The purpose of this Agreement is to authorize the County to cooperate with the Cooperating Community in undertaking or assisting in undertaking the activity as authorized in the Acts and in the Regulations.

5. Section V. Special Provisions is hereby amended by adding subsection IV. L. as follows:

L. A unit of general local government may not sell, trade, or otherwise transfer all or any portion of such funds to a metropolitan city, urban county, unit of general local government, or Indian tribe, or insular area that directly

or indirectly receives CDBG funds in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under Title I of the Housing and Community Development Act of 1974, as amended.

All other terms and conditions of Contract #1136 unless specifically amended herein remain in full force and effect.

**IN WITNESS THEREOF**, the County and the Cooperating Community have executed this Agreement this day of \_\_\_\_\_, 2015.

APPROVED AS TO FORM:

  
\_\_\_\_\_  
For County Attorney

Dated: 7/20/15

**WASHINGTON COUNTY, STATE OF MINNESOTA**

By: \_\_\_\_\_  
Chair, Washington County Board of Commissioners

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Administrator, Washington County

Dated: \_\_\_\_\_

**CITY OF LAKE ELMO**

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

Dated: 7/29/15

Its: PA 702

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

Dated: 7/23/15

Its: Interim city administrator



**MAYOR & COUNCIL COMMUNICATION**

**DATE:** August 4, 2015  
**REGULAR**  
**ITEM #** 10

**AGENDA ITEM:** 2016 Street Improvements – Authorize Preparation of a Feasibility Report

**SUBMITTED BY:** Ryan Stempski, Assistant City Engineer

**THROUGH:** Clark Schroeder, Interim City Administrator

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

**SUGGESTED ORDER OF BUSINESS:**

- Introduction of Item.....City Engineer
- Report/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:** \$10,800

If authorized, FOCUS Engineering Inc., will prepare a feasibility report in the not to exceed amount of \$10,800 for the 2016 Street Improvements. If the improvements are ordered, the report costs will be charged against the project fund and become assessable to the benefitting properties. Should the project not be constructed, the report costs cannot be assessed.

**SUMMARY AND ACTION REQUESTED:**

The City Council is respectfully requested to consider approving Resolution No. 2015-62, Ordering Preparation of a Feasibility Report. The recommended motions for these actions area as follows:

***“Move to approve Resolution No. 2015-XX, Ordering preparation of a Feasibility Report for the 2016 Street Improvements to FOCUS in the not to exceed amount of \$10,800.”***

**LEGISLATIVE HISTORY/BACKGROUND INFORMATION:**

In accordance with the proposed 2015-2019 Street Capital Improvement Plan (CIP), the following local streets represent the most essential street improvements for implementation in 2016. The streets programmed for improvements in 2016 include:

- Kirkwood Avenue North, from 50<sup>th</sup> Street North to cul-de-sac,
- Jasmine Avenue North, from 10<sup>th</sup> Street North to end of Stonegate 1<sup>st</sup> Addition,
- 9<sup>th</sup> Street North, from west end cul-de-sac to east end cul-de-sac,
- Jasmine Avenue Place North, from Jasmine Avenue North to cul-de-sac,
- Kelvin Avenue, from Trunk Highway 5 to cul-de-sac (including the private drive north of Kelvin Court).

In order to initiate the improvement the Council must direct the preparation of a feasibility report as required by the statutory process for public improvements that are specially assessed. The report will advise on the scope of recommended improvements for each local street; provide estimated project costs of the recommended improvements; identify easement and right-of-way, permits, and other requirements of other local agencies needed to implement the improvements; recommend whether the improvements should be best made as proposed or in connection with some other improvement; and advise if the improvements are necessary, cost effective, and feasible. The report will also provide a proposed preliminary assessment roll for each of the benefitting properties based upon the City’s Special Assessment Policy for Local Improvements, dated June 2014.

The improvements will likely include full street reconstruction, street reclamation, storm sewer and drainage improvements, and watermain extension consistent with the City’s 2030 Comprehensive Plan. Water quality improvements will be evaluated and incorporated as necessary to meet VBWD permitting requirements.

A project schedule for the 2016 Street Improvements is attached and outlines the implementation timeframe necessary to ready the improvements for construction in 2016. The proposed schedule provides the necessary time to address public involvement, acquire project related easements, acquire field survey before snowfall, and to receive contractor bids early in 2016 to promote a competitive bid environment.

**RECOMMENDATION:**

Staff is recommending that the City Council authorize FOCUS Engineering, Inc. to prepare a Feasibility Report for the 2016 Street Improvements in the estimated amount of \$10,800. The recommended motion for this action is as follows:

***“Move to approve Resolution No. 2015-62, Ordering preparation of a Feasibility Report for the 2016 Street Improvements to FOCUS in the not to exceed amount of \$10,800.”***

**ATTACHMENT(S):**

1. Resolution No. 2015-62, Ordering Preparation of a Feasibility Report.
2. 2016 Street and Utility Improvements – Location Map.
3. 2016 Street and Utility Improvements – Project Schedule.

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

**RESOLUTION NO. 2015-62**

**A RESOLUTION ORDERING PREPARATION OF A FEASIBILITY  
REPORT FOR THE 2016 STREET IMPROVEMENTS**

**WHEREAS**, the City maintains a 5-year revolving Street Capital Improvement Program (Street CIP) to promote the strategic use of limited financial resources while maintaining, developing or replacing the City's local street network; and

**WHEREAS**, the Street CIP represents the City's long-range street improvement program that identifies the present and future needs and priorities, and develops a schedule of public improvements to address the most essential improvements first; and

**WHEREAS**, with a street reconstruction project the City reviews and considers the potential replacement or need for utility improvements in accordance with the City's 2030 Comprehensive Plan, including watermain or sanitary sewer, to be constructed in conjunction with the street improvement; and

**WHEREAS**, it is proposed to initiate the 2016 Street Improvement project to improve the following local streets;

- Kirkwood Avenue North, from 50<sup>th</sup> Street North to cul-de-sac,
- Jasmine Avenue North, from 10<sup>th</sup> Street North to end of Stonegate 1<sup>st</sup> Addition,
- 9<sup>th</sup> Street North, from west end cul-de-sac to east end cul-de-sac,
- Jasmine Avenue Place North, from Jasmine Avenue North to cul-de-sac,
- Kelvin Avenue North, from Trunk Highway 5 to cul-de-sac

**WHEREAS**, it is proposed to assess the benefiting properties for all or a portion of the cost of the improvement, pursuant to the City's Special Assessment Policy and Minnesota Statutes, Chapter 429.

**NOW, THEREFORE, IT IS HEREBY RESOLVED,**

That the proposed improvement, called the 2016 Street Improvements, be referred to the City Engineer and FOCUS Engineering, and that FOCUS Engineering is instructed to complete a feasibility report in accordance with Minnesota Statutes, Chapter 429 for the proposed improvements, and to report to the council with all convenient speed advising the council in a preliminary way as to whether the proposed improvement is necessary, cost-effective, and feasible; whether it should be best made as proposed or in connection with some other improvement; the estimated cost of the improvement as recommended; and a description of the methodology used to calculate individual assessments for affected parcels.

**ADOPTED BY THE LAKE ELMO CITY COUNCIL ON THE FOURTH DAY OF  
AUGUST 2015.**

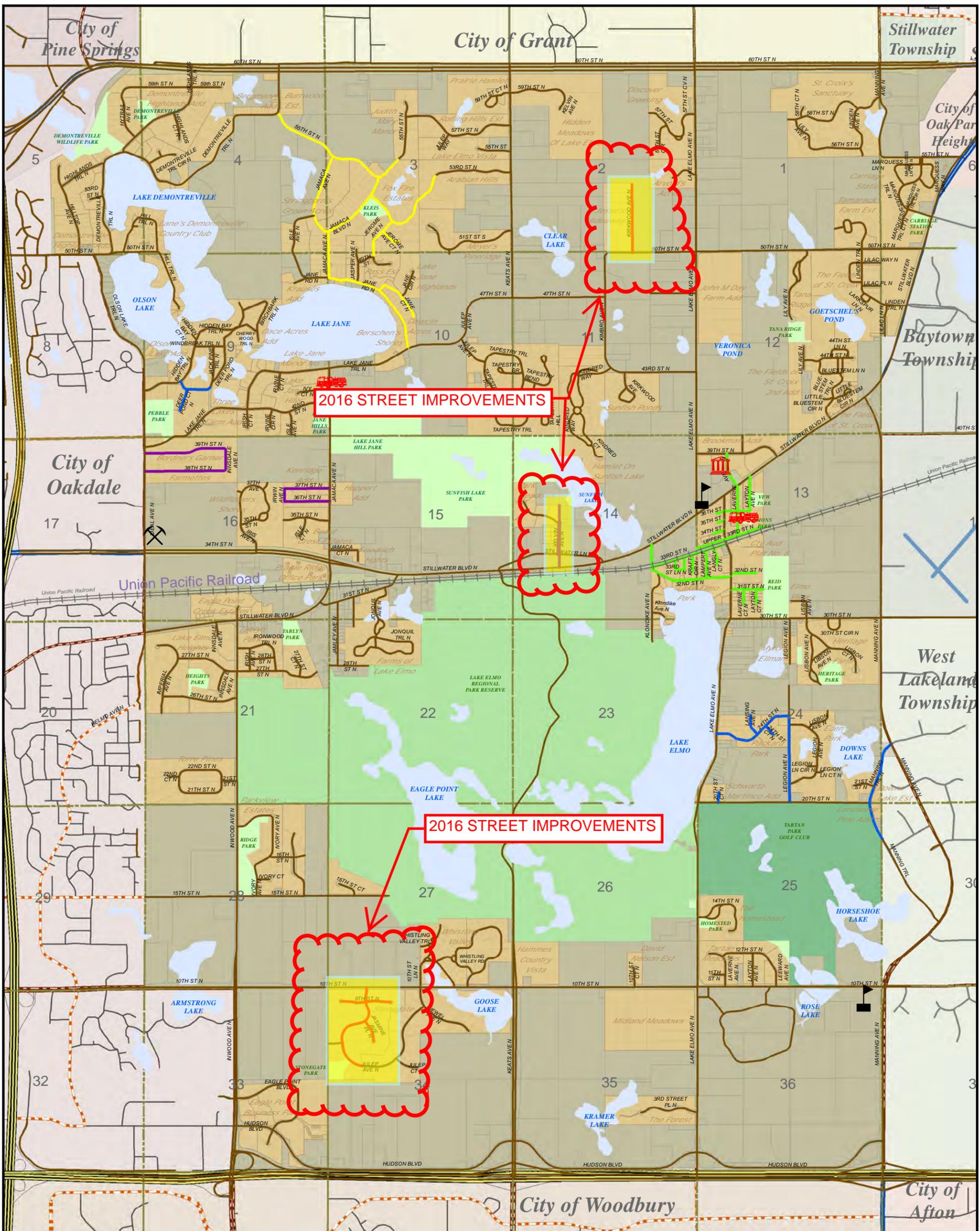
**CITY OF LAKE ELMO**

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

(Seal)

ATTEST:

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



# 2014 - 2018 RESIDENTIAL STREET CAPITAL IMPROVEMENT PLAN



**City Hall**  
3800 Laverne Avenue N  
651/777-5510  
www.lakeelmo.org



**Public Works Building**  
3445 Ideal Ave N  
651/233-5414



**Fire Stations**  
Station No. 1  
3510 Laverne Ave N  
651/770-5006  
Station No. 2  
4259 Jamaica Ave N  
651/779-8882



**Schools**



**Parcels**



**Subdivisions**



**City Parks**



**Golf Course**



**Lake Elmo Regional Park Reserve**  
Park Office  
651/430-8368  
**Lakes**



0.5 0.25 0 0.5 Miles

**Map Date: October 2013**

Created By:

**FOCUS ENGINEERING, inc.**

**Improvement Year**

	2014		2017
	2015		2018
	2016		

PRELIMINARY PROJECT SCHEDULE  
CITY OF LAKE ELMO

**FOCUS** ENGINEERING, inc.

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

2016 STREET IMPROVEMENTS  
PROJECT NO. 2015.XXX

*AUGUST 2015*

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August 4, 2015	Council authorizes Feasibility Report.
October 6, 2015	Presentation of Feasibility Report. Council accepts Report and calls Hearing.
November 3, 2015	Public Improvement Hearing. Council orders preparation of Plans and Specifications.
February 16, 2016	Council approves Plans and Specifications and orders Advertisement for Bids.
March 17, 2016	Receive Contractor Bids.
April 5, 2016	Council accepts Bids and awards Contract.
May 2, 2016	Conduct Pre-Construction Meeting and issue Notice to Proceed.
August 12, 2016	Substantial Completion.
September 30, 2016	Final Completion.



# MAYOR & COUNCIL COMMUNICATION

**DATE: 8/4/15**  
**REGULAR**  
**ITEM # 12**  
**MOTION**

**AGENDA ITEM:** Eastern Village Trunk Sewer and Watermain Developer’s Agreement

**SUBMITTED BY:** Kyle Klatt, Community Development Director

**THROUGH:** Clark Schroeder, Interim City Administrator

**REVIEWED BY:** Jack Griffin, City Engineer  
Dave Synder, City Attorney

**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 revisions to the Eastern Village Trunk Sewer and Watermain development contract that will change the name of the developer associated with the project and make other revisions as negotiated by Staff and the developer.

**FISCAL IMPACT:** Direct Payments to Developer – None (no change from approved agreement).

**SUMMARY AND ACTION REQUESTED:** The City Council is being asked to consider amendments to the approved developer’s agreement for a project to install trunk sewer and watermain facilities from the 30<sup>th</sup> Street lift station to the southern edge of the railroad right-of-way line within the southern portion of the Village Planning Area. This trunk infrastructure will connect to the line previously constructed by the City within the 39<sup>th</sup> Street right-of-way and that was extended to the railroad right-of-way in the northern part of the Village. The revisions will change the developer of the project from Chase Development, Inc. to two separate parties: Robert Engstrom Companies and GWSA Land Development, LLC (Gonyea). In addition to the

developer change, the two new parties to the agreement have asked for revisions to the document to extend the completion date from September 15<sup>th</sup> to November 1<sup>st</sup>.

The recommended motion to take action on the request is as follows:

***“Move to amend the developer’s agreement for the Eastern Village Trunk Sewer and Watermain as drafted and documented in the attached amended Development Agreement”***

**LEGISLATIVE HISTORY/STAFF REPORT:** The City Council approved a developers’ agreement for trunk sewer and watermain project on June 9<sup>th</sup> of this year after separating out this specific project from the overall work planned within the Easton Village subdivision. In the time since the Council’s approval of an agreement, the private parties that will be building this project have failed to come to an agreement that would allow work to commence on the project as initially proposed. At this time, two of the parties that will directly benefit from the installation of the trunk infrastructure, Robert Engstrom Companies and Gonyea Development, have asked that the City name them as the developer for the project so that they can assume responsibility to build the line and move forward with their respective development projects that are ultimately connecting to this line.

In addition to changing the name of the developer, the parties involved with this project have asked for some additional changes to the agreement, the most significant of which is the moving back of the original project completion date from September 15<sup>th</sup> to November 1, 2015. The November 1<sup>st</sup> date was selected because it is the latest date that the sewer connection could be made and still allow the City to assess properties along 39<sup>th</sup> Street that will be connecting to this line. Staff has been in discussions all parties associated with the trunk sewer line, and is recommending approval of the request with the following considerations:

- That Section 9 of the agreement concerning the time of performance be revised to include additional language that will require the developer to track progress towards completion of the project.
- That the project include a penalty for failure to complete the sewer work by November 1<sup>st</sup>. The suggested \$15,000 penalty represents the City’s carrying costs for bond interest payments if the 39<sup>th</sup> Street sewer work cannot be assessed to benefitting property owners.
- That this section include additional clarification concerning the circumstances under which an extension may be considered by the City.
- That in consideration of the later completion date, some of the previous provisions concerning notification requirements for default be removed.

The developer has also asked that the project construction cost estimates be updated to reflect the most recent information available from their contractor. These updated estimates have slightly lowered the amounts from the agreement as originally drafted.

All proposed changes from the approved agreement are tracked in the attached document.

**BACKGROUND INFORMATION (SWOT):**

**Strengths:** The revisions will allow the responsibility for the project to transfer to developers that will be able to mobilize and begin construction on the trunk infrastructure.

The agreement includes additional language that offers additional protection to the City if the sewer line is not installed prior to November 1<sup>st</sup>. There is no such protection in the current agreement.

The revised agreement is a key part of all parties being able to move forward with their developments and to execute the private agreements necessary to build the trunk sewer line.

The three affected parties have provided their signed agreement for review by the City to document their intent to move forward with construction.

**Weaknesses:** Work must commence soon in order to ensure the November 1<sup>st</sup> deadline can be met.

**Opportunities:** The proposed revisions will further the City's interests in completing a major piece of trunk sewer infrastructure that is funded by private developers.

**Threats:** Failure to execute an agreement that is acceptable to all parties could lead to delays in connecting individuals to the trunk sewer line, the inability of the City to assess the sewer portion of the 39<sup>th</sup> Street project, and three developments that will be unable to move forward with building permits.

**RECOMMENDATION:** Based on the above Staff report, Staff is recommending that the City Council approve the proposed amendments to the Eastern Village Trunk Sewer and Watermain Developers Agreement as documented in the attached agreement. The suggested motion to adopt the Staff recommendation is as follows:

*“Move to amend the developer’s agreement for the Eastern Village Trunk Sewer and Watermain as drafted and documented in the attached amended Development Agreement”*

**ATTACHMENTS:**

1. Amended Eastern Village Trunk Sewer and Watermain Developers Agreement

(reserved for recording information)

## DEVELOPMENT CONTRACT

(Trunk Sewer)

### *Eastern Village Trunk Sewer and Watermain Line*

**AGREEMENT** dated \_\_\_\_\_, 2015, by and between the **CITY OF LAKE ELMO** a Minnesota municipal corporation ("City"), and ~~Chase Development, Inc~~ GWSA Land Development, LLC, and Robert Engstrom Companies, (each sometimes individually referred to as a "Party" and collectively referred to as the "Developer").

**1. REQUEST FOR PUBLIC IMPROVEMENT PROJECT APPROVAL.** The Developer has asked the City to approve the final plans for the Eastern Village Trunk Sewer and Watermain Line (referred to in this Contract as the "project"). The land is on which the project is situated in the County of Washington, State of Minnesota, and is legally described in the attached Exhibit "A":

**2. CONDITIONS OF PROJECT APPROVAL.** The City hereby approves the project on condition that the Developer enter into this Contract and furnishes the security required by it.

**3. RIGHT TO PROCEED.** Unless separate written approval has been given by the City the Developer may not grade or otherwise disturb the earth, remove trees, and construct utilities, 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) all required easements have 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. DEVELOPMENT PLANS.** The project shall be constructed 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 – Eastern Village Trunk Sewer and Watermain Line

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

- A. Sanitary Sewer - Eastern Village Trunk Sewer and Watermain Line.
- B. Watermain - Eastern Village Trunk Sewer and Watermain Line.

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 Lake Elmo Public Works Facility 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.

## **6. 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 29, Summary of Cash Requirements (City Engineering Administration Escrow). The escrow account will be used to reimburse the City for all engineering administration and construction observation performed during the construction of the improvements until the escrow has been reduced to half of its original amount. 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 improvements (at normal City rates for such services) and will maintain the account at half of the original balance. If 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 accordance with this Section. 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 therefor.

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.

**7. 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 5 above.

**8. 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. Sanitary Sewer Extensions:
  - Minnesota Pollution Control Agency
  - Metropolitan Council Environmental Services
  
- D. Stormwater Management:

- Valley Branch, Brown's Creek or South Washington Watershed District Permit
- E. Erosion, Sedimentation Control:
- 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

**9. TIME OF PERFORMANCE.** ~~The Developer shall install all public improvements by September 15, 2015. 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. The Developer understands that time is of essence for the City to complete the Trunk Sanitary Sewer portion of these improvements by November 1, 2015 and therefore hereby waives any right to appeal or contest any remedies, penalties or fines imposed by the City as allowed within this agreement. The Developer shall complete the installation of the trunk sanitary sewer improvements by November 1, 2015. The Developer shall complete the trunk watermain improvements by December 1, 2015. The Developer may, however, request an extension of time from the City. The City has no obligation to grant an extension and will consider granting an extension only if work progresses diligently, in the sole opinion of the City, and every effort is made to meet the completion deadline, including, but not limited to, the mobilization of additional pipe crews. The City inspection staff will maintain daily work logs to track progress of the work and said work logs will be referenced by the City when determining if an extension is warranted. 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. If Developer fails to complete the installation of the trunk sanitary sewer improvements prior to November 1, 2015, Developer shall pay to the City a fee in the amount of Fifteen Thousand Dollars (\$15,000.00) regardless of whether the City grants an extension for the improvements or not. This fee is to provide reimbursement to the City for the interest costs on the bond payments of the sanitary sewer~~

portion of the 39th Street: Street and Sanitary Sewer Improvement Project in the event the City is unable to assess the sewer because the connection is incomplete. If the sewer line is completed prior to November 1, 2015, or the City is able to assess for the sewer portion of the 39th Street Project, Developer shall pay no fee.

**10. LICENSE.** The Developer hereby grants the City, its agents, employees, officers and contractors a license to enter the project area to perform all work and inspections deemed appropriate by the City in conjunction with project construction.

**11. CONSTRUCTION ACCESS.** Construction traffic access and egress for public utility construction is restricted to access the subdivision via the planned construction access off of Lisbon Avenue. No construction traffic is permitted on other adjacent local streets.

**12. 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 13, 14 and 15. 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".

**13. EROSION CONTROL.** Prior to initiating construction activity, all erosion control measures 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 project, 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 construction activity will be allowed unless the project is in full compliance with the approved erosion control plan.

**14. GRADING PLAN.** The project shall be graded in accordance with the approved plans. The plans shall conform to Engineering Design and Construction Standards Manual. All grading shall be completed within the project area prior to the acceptance of the public improvements.

**15. UTILITY IMPROVEMENTS.** All sanitary sewers and watermain shall be installed in accordance with the approved Plans and Specifications for Public Improvements, Plan "A" and Plan "B". The plan shall conform to the City's Engineering Design and Construction Standards Manual. 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 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.

**16. STREET MAINTENANCE DURING CONSTRUCTION.** The developer shall be responsible for keeping public streets within and adjacent to the project area clean of dirt and debris that may spill, track, or wash onto the street from Developer's operation. A copy of this contract shall be approved by the City before construction activity is started. The contract shall provide that the City may direct the contractor to clean the streets and the contractor will bill the Developer.

**17. 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:

- a. Developer/Developer Engineer's Certificate
- b. 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.

**18. WETLAND MITIGATION.** The Developer shall complete any required wetland mitigation/restoration in accordance with the approved Plans and Specifications and in accordance with any applicable Watershed or agency Permits. If any required mitigation work is found to be incomplete or restoration is unsuccessful, and if Developer fails to remedy such default within fifteen (15) days after written notice from the City (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), 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.

**19. 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 further event that such claims have not been resolved by 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 project, including but not limited to legal, planning, engineering and inspection expenses incurred in connection with approval and acceptance of the project, the preparation of

this Contract, review of construction plans and documents, and all costs and expenses incurred by the City in monitoring and inspecting project, all at normal City rates therefor. All amounts incurred and due at the time, must be fully paid prior to acceptance of the improvements.

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 project 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. Notwithstanding anything to the contrary, Developer's obligation to indemnify, hold harmless and defend the City shall not extend to any claim, liability, loss, costs, damages or expenses, including attorney's fees, which relate to, result from or are caused by the City's violation of applicable law, this Agreement or the negligence of the City and/or its officers, employees, consultants or agents.

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.

**20. CITY PAYMENTS.** There are no City payments for oversizing.

**21. SPECIAL PROVISIONS.** The following special provisions shall apply to the project.

A. Implementation of recommendations and plan revisions as directed by the City Engineer.

**22. 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 subdivides the property.

B. 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 commencement of construction activity. The certificate shall provide that the City must be given thirty (30) days advance written notice of the cancellation of the insurance.

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

D. 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.

E. 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.

F. 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 project property 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 project property; and that the Developer will indemnify and hold the City harmless for any breach of the foregoing covenants.

G. 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.

H. The Developer represents to the City that the project 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 project does not comply, the City may, at its option, refuse to allow construction or development work in the project area until the Developer does comply. Upon the City's demand, the Developer shall cease work until there is compliance.

**23. 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).~~

**24. 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.

**25. ENFORCEMENT BY CITY; DAMAGES.** The Developers acknowledge the right of the City to enforce the terms of this Agreement against the Developers, by action for specific performance or damages, or both, or by any other legally authorized means. The Developers also acknowledge that their failure to perform any or all of their obligations under this Agreement may result in substantial damages to the City; that in the event of default by the Developers, 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.

**26. WARRANTY.** Upon the City's approval of the improvements, but prior to formal acceptance of the improvements by the City Council, ~~t~~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 a performance bond for one-hundred percent (100%) of the amount of the original cost of the improvements, subject to the approval and in the sole discretion of the City, or a cash deposit or 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.

**27. 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 the sum of \$762,007,784,280. The amount of the security was calculated as follows:

**CONSTRUCTION COSTS:**

Eastern Village Trunk Sewer and Watermain	<u>\$607,105.60624,924</u>
Developer's Record Drawings	\$2,500
<b>Construction Sub-Total</b>	<b>\$ <u>609,605.60627,424</u></b>
<b>Total Project Securities (at 125% Construction Costs)</b>	<b><u>\$762,007,784,280</u></b>

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.

**28. 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 a 50%, or \$381,003.50392,140 of the security provided in accordance with paragraph 27. above may be released when: (1) all utilities have been installed, all testing has been successfully completed, and the utilities are considered ready for use by the City Engineer; 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 \$ 190,501.75196,070 of the security provided in accordance with paragraph 27. above may be released when: (1) all Improvements under this Agreement have been completed to the satisfaction of the City Engineer including all restoration and corrective work for any identified punch list items; and (2) Improvements are accepted by the City in writing and satisfactory evidence of payment, such as lien waivers, are provided.

C. Twenty-five percent (25%) of the security provided in accordance with paragraph 27. above shall be retained as security until: (1) all improvements have been completed, (2) all financial obligations to the City satisfied, (3) the required "record" plans have been received and approved by the City, (4) a warranty security is provided in the form of a letter of credit or warranty bond acceptable to the City, and (5) the public improvements are accepted by the City.

**29. 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 project approval:

City Engineering Administration Escrow	\$20,000 (Based on two months of administration/observation)
<b>Total Cash Requirements</b>	<b>\$20,000</b>

**30. 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: 10850 Old County Road 15, Suite #200, Plymouth, MN 55441. 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.

**31. EVIDENCE OF TITLE.** Developer shall furnish the City with evidence of its fee ownership of the property on which the project will be constructed by way of an attorney's title opinion or title insurance policy dated not earlier than thirty (30) days prior to the start of construction.

**CITY OF LAKE ELMO**

(SEAL)

BY: \_\_\_\_\_, Mayor

AND \_\_\_\_\_, City Clerk

**DEVELOPER:**

GWSA, LLC

BY: \_\_\_\_\_

Its:

ROBERT ENGSTROM COMPANIES, INC.

BY: \_\_\_\_\_

Its:



**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

**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

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# EXHIBIT "A" TO DEVELOPMENT CONTRACT

## Legal Description of Project Property

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### *Easton Village, LLC Property:*

All that part of the Northeast Quarter of the Southeast Quarter and the Northwest Quarter of the Southeast Quarter and the Southeast Quarter of the Northeast Quarter and the Southwest Quarter of the Northeast Quarter all being in Section 13, Township 29 North, Range 21 West, Washington County, Minnesota, lying south of the southerly right-of-way line of the Union Pacific Railroad, and further described as follows:

Beginning at the East Quarter Comer of said Section 13; thence South 0 degrees 02 minutes 51 seconds East bearings based on the Washington County Coordinate System (NAO 83), along the east line of said Southeast Quarter of Section 13, a distance of 1321.17 feet to the southeast corner of said Northeast Quarter of the Southeast Quarter; thence South 89 degrees 32 minutes 18 seconds West along the south line of the North Half of said Southeast Quarter, a distance of 2637.64 feet to the southwest corner of said Northwest Quarter of the Southeast Quarter; thence North 0 degrees 00 minutes 58 seconds East along the North and South Quarter Section line of said Section 13, a distance of 1397.70 feet to the southerly right-of-way line of the Union Pacific Railroad; thence North 72 degrees 32 minutes 48 seconds East along said southerly right-of-way line, a distance of 69.19 feet to the point of intersection with a line being 66.00 feet east of, as measured at right angles to, and parallel with said North and South Quarter Section line of said Section 13; thence South 0 degrees 00 minutes 58 seconds West along said parallel line, a distance of 330.00 feet thence (at right angles) South 89 degrees 59 minutes 02 seconds East, a distance of 300.00 feet thence (at right angles) North 0 degrees 00 minutes 58 seconds East, 424.41 feet to said southerly right-of-way line of the Union Pacific Railroad; thence North 72 degrees 32 minutes 48 seconds East, along said southerly right-of-way line of the Union Pacific Railroad, a distance of 2378.80 feet to the east line of said Southeast Quarter of the Northeast Quarter; thence South 0 degrees 02 minutes 53 seconds East along said east line, a distance of 883.82 feet to the point of beginning.

Excepting therefrom that part of the Northwest Quarter of the Southeast Quarter of said Section 13, lying within the following described area: Commencing at the southwest corner of said Northwest Quarter of the Southeast Quarter; thence North along the west line of said Southeast Quarter of Section 13, a distance of 240.00 feet to the point of beginning; thence continuing North along said west line of the Southeast Quarter, a distance of 667.80 feet thence East at right angles a distance of 30.00 feet; thence southeasterly by a deflection angle to the right 46 degrees 28 minutes 00 seconds, a distance of 220.70 feet; thence southeasterly by a deflection angle to the left 20 degrees 35 minutes 00 seconds, a distance of 286.80 feet; thence south by a deflection angle to the right 64 degrees 07 minutes and parallel with said west line of the Southeast Quarter, a distance of 382.70 feet thence West at right angle, a distance of 440.00 feet to the point of beginning.

And Excepting from the first above described area, all that part lying Easterly of a line 60.00 feet West of, measured at right angle to and parallel with the center line of County State Aid Highway 15 described as follows: Commencing at the East Quarter corner of said Section 13; thence South 00 degrees 51 minutes 49 seconds East, bearing oriented to the Washington County Coordinate System, South Zone, along the East line of said Section 13 to the southeast corner of said Section 13 and the beginning of the center line to be described; thence North 00 degrees 45 minutes 51 seconds West a distance of 3571.19 feet thence North 00 degrees 54 minutes 55 seconds West a distance of 1000.00 feet and said center line there terminating, except the Chicago and Northwestern Railroad right-Of-way, Washington County, Minnesota.

### *Peter J. Schiltgen Property:*

That part of the West half of Section Thirteen (13), Township Twenty-nine (29) North of Range Twenty-one (21), lying within the following boundaries, to-wit: Beginning at the quarter post in the center of the South line of said Section; thence running North along the Center Line of said Section to a point in the center of the Saint Paul & Stillwater Road; thence Southwesterly along the center of said road to a point forty-four (44)

Rods West of the East Line of the Northwest Quarter of said Section; thence South on a line parallel with the West line of said Section to a point in the South line thereof Forty-four (44) Rods West of the center post in said line; thence East Forty-four (44) Rods to the place of beginning, excepting, however, a strip of land One Hundred (100) Feet in width, being Forty-four (44) feet on the north side and Fifty-six (56) feet on the South side of center line of St. P.S. & T. F. Ry. track as constructed over and across East Forty-four (44) Rods of West One-half (W 1/2), and also excepting therefrom the East 726 feet of the South 1800 feet of the Southwest Quarter (SW ¼) of Section 13 Township 29 North, Range 21 West, Washington County, Minnesota, according to the United States Government Survey thereof, subject to the right of way of Minnesota Trunk Highway No. 5 (also known as Stillwater Boulevard North), and is also subject to a 20 foot road use easement recorded by Document Number 328273 in the Office of the County Recorder, Washington County, Minnesota, and is also subject to a Northern States Power Easement recorded in Book 136 of Deeds, Page 297, in the Office of the County Recorder, Washington County, Minnesota.

**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 \_\_\_\_\_



## MAYOR & COUNCIL COMMUNICATION

**DATE: 8/4/15**  
**REGULAR**  
**ITEM # 13**  
**RESOLUTION 2015-063**

**AGENDA ITEM:** Wildflower at Lake Elmo (Phase 1) Developer's Agreement

**SUBMITTED BY:** Kyle Klatt, Community Development Director

**THROUGH:** Clark Schroeder, Interim City Administrator

**REVIEWED BY:** Jack Griffin, City Engineer  
Dave Synder, City Attorney

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### **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 developer's agreement associated with the first phase of the Wildflower at Lake Elmo development. The agreement has been drafted based on the model agreement previously reviewed by the Council.

**FISCAL IMPACT:** Direct Payments to Developer – TBD: the project development plans include some oversizing of water and sewer lines. The City is reviewing the developer's estimates for the oversizing costs, and is asking that the amount as currently included in the agreement be subject to review and approval by the City Engineer. Future financial impacts include maintenance of streets, trails, sanitary sewer mains, watermains and other public infrastructure, maintenance of storm water ponding areas (after three years), monthly lease payments for street lights, and other public financial responsibilities typically associated with a new development. The agreement requires a payment from the developer for AUAR cost reimbursement constituent with the City's fee schedule.

**SUMMARY AND ACTION REQUESTED:** The City Council is being asked to authorize execution of a developer's agreement for the first phase of the Wildflower at Lake Elmo. The attached agreement has been reviewed by the City Staff, and all recommend changes specific to the Wildflower project have been incorporated into the document as drafted. This agreement must be executed before any construction activity, outside of the previously authorized grading work, may proceed on the site. The recommended motion to take action on the request is as follows:

*“Move to adopt Resolution 2015-063 approving the developer’s agreement for Wildflower at Lake Elmo”*

**LEGISLATIVE HISTORY/STAFF REPORT:** One of the conditions attached to the resolution approving the Wildflower Final Plat and Plan specifies that the developer enter into a Developer's Agreement prior to the execution of the plat by City officials. Staff has drafted such an agreement consistent with the City's developer's agreement template, and this document is attached for consideration by the City Council. Please note that the document as drafted contains some modifications to the original template based on some of the unique aspects of the Wildflower development. The key aspects of the agreement include the following components:

- That all improvements to be completed by November 30, 2016.
- That the developer provide a letter of credit in the amount of \$4,552,426 related to the cost of the proposed improvements.
- That the developer provide a cash deposit of \$426,050 for SAC and WAC charges, engineering administration, one year of street light operating costs and other City fees. These fees include the AUAR fee of \$230 per unit which is required for all projects within the Village Planning Area and intended to reimburse the City's for its expenses in preparing the Village AUAR.
- The agreement includes no required park fees in lieu of land dedication. The developer is asking that the proposed park land, trail, and preservation areas be accepted for all required park dedications.
- A City payment for utility oversizing of \$49,915. The calculations for this amount are still being reviewed by the City Engineer. Staff is recommending that approval of the agreement be conditioned upon the review and approval of the oversizing payment by the City Engineer.
- The agreement includes the updated letter of credit reduction schedule that was approved for recent projects and provides for a better connection between the work that will be occurring in the field and the timing of this work.

The City Engineer has not approved the final construction plans for the project, and no work will be allowed to commence on the site until these plans are approved by the City (this plan review is close to being completed).

**BACKGROUND INFORMATION (SWOT):**

**Strengths:** The developer's agreement has been drafted to guarantee that the improvements associated with the Wildflower development plans will be installed in accordance with City specifications.

Execution of the developer's agreement and compliance with all conditions in the agreement will allow the developer to record the Final Plat.

The proposed first phase improvements include the extensive trail system that will provide a significant amenity to this development and the surrounding areas.

**Weaknesses:** The City will assume responsibility for future maintenance of the public improvements.

**Opportunities:** The proposed improvements will provide for infrastructure connections to adjacent properties, and in particular, will include a stub to extended sewer service north of the project site.

**Threats:** The City will need to provide construction observation throughout the course of the project (these costs will be covered under an Engineering Administration Escrow).

**RECOMMENDATION:** Based on the above Staff report, Staff is recommending that the City Council approve the Developer's Agreement for Wildflower at Lake Elmo and that the Council direct the Mayor and Staff to execute this document upon a final review of the oversizing payment request by the City Engineer. The suggested motion to adopt the Staff recommendation is as follows:

*“Move to adopt Resolution 2015-063 approving the developer's agreement for Wildflower at Lake Elmo”*

**ATTACHMENTS:**

1. Resolution 2015-063
2. Wildflower at Lake Elmo Developer's Agreement – Final Draft

**RESOLUTION NO. 2015-063**

*A RESOLUTION APPROVING THE DEVELOPER'S AGREEMENT FOR  
WILDFLOWER AT LAKE ELMO (PHASE 1)*

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

**WHEREAS**, Robert Engstrom Companies, 4801 West 81<sup>st</sup> Street, #101, Bloomington, MN ("Applicant") has previously submitted an application to the City of Lake Elmo ("City") for a Final Plat for Wildflower at Lake Elmo; and

**WHEREAS**, the Lake Elmo City Council considered and approved the Preliminary Plat request for Wildflower at Lake Elmo at a meeting held on April 7, 2015; and

**WHEREAS**, The Lake Elmo City Council adopted Resolution No. 2015-060 on July 21, 2015 approving the Final Plat for Wildflower at Lake Elmo; and

**WHEREAS**, Condition (7) of said Resolution No. 2015-060 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 August 4, 2015 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 Wildflower at Lake Elmo and authorizes the Mayor and City Clerk to execute the document subject to final review and approval of the requested utility oversizing payments by the City Engineer.

Passed and duly adopted this 4<sup>th</sup> day of August 2015 by the City Council of the City of Lake Elmo, Minnesota.

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Mike Pearson, Mayor

ATTEST:

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Julie Johnson, City Clerk

(reserved for recording information)

## **DEVELOPMENT CONTRACT**

(Public sewer and water)

### ***Wildflower at Lake Elmo***

**AGREEMENT** dated \_\_\_\_\_, 2015, by and between the **CITY OF LAKE ELMO** a Minnesota municipal corporation ("City"), and Robert Engstrom Companies, a Minnesota corporation (the "Developer").

**1. REQUEST FOR PLAT APPROVAL.** The Developer has asked the City to approve the plat for Wildflower at Lake Elmo (referred to in this Contract as the "plat"). The land is situated in the County of Washington, State of Minnesota, and is legally described in the attached Exhibit "A":

**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 and

required homeowner's association documents have 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. 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. Except as provided for herein, 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.

**5. 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.

**6. 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.

**7. 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

**8. 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 Lake Elmo Public Works Building 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.

#### **9. 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. After 30 days of the invoice, 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.

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.

**10. CONTRACTORS/SUBCONTRACTORS.** City Council members, City employees, and City Planning Commission members, and corporations, partnerships, and other entities in which such individuals have greater than a 25% 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.

**11. 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. Sanitary Sewer Extensions:
  - Minnesota Pollution Control Agency
  - Metropolitan Council Environmental Services
  
- D. Stormwater Management:
  - Valley Branch, Brown's Creek or South Washington Watershed District Permit
  
- E. Erosion, Sedimentation Control:
  - 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

**12. TIME OF PERFORMANCE.** The Developer shall install all required public improvements by November 30, 2016, 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.

**13. 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.

**14. 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 39<sup>th</sup> Street. Construction access to the site shall be allowed via an existing driveway easement from State Highway 5 (Stillwater Boulevard) until such time that the 39<sup>th</sup> Street right-of-way is capable of supporting access construction for construction equipment. No construction traffic is permitted on other adjacent local streets.

**15. 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".

**16. 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.

**17. 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.

**18. 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 "D". 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.

**19. 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.

**20. 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.

**21. PARK DEDICATION.** The City Council has accepted the developer's plans for a shared park with the development to the west of the plat, an extensive paved public trail system, and a large, privately owned nature conservancy area as meeting the developer's obligations for the plat. No additional land or fees in lieu of land dedication are required.

**22. 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 \$180,000.

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 \$180,000 .

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.

**23. 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.

**24. 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 \$750 in payment for the first year operating costs for street lights.

**25. 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 six 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.

## **26. 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, 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, or cause to be paid when due, and in any event before any penalty is attached, all special assessments referred to in this Contract. This is a personal obligation of the Developer and shall continue in full force and effect even if the Developer sells one or more lots, the entire plat, or any part of it.

F. 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.

**27. CITY PAYMENTS.** In the event City payments are required by Section 27.A below, within thirty (30) days of the City's final acceptance of the Improvements, pursuant to Section 20 of the Contract, but only if the Developer is not in default to this Contract, the City shall pay to the Developer the sums set forth in the attachment to this Contract 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 19. 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 Contract or under applicable laws, ordinances or rules.

A. City payments pursuant to this Contract shall be: \$49,914.50

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

A. Implementation of the recommendations listed in the July 8, 2015 Engineering memorandum and subject to approval of the final construction plans by the City Engineer.

B. In conjunction with the recording of the final plat, the developer shall convey Outlots B, C, J, and K to the City by warranty deed. These areas represent storm water infiltration basins or land to be used for park purposes.

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

D. All trails shall be located on outlots to be deeded to the City or within easements dedicated to the City of Lake Elmo. Title commitments shall be provided for all land so dedicated.

E. The Developer shall observe any State or County requirements for work within or adjacent to their respective right-of-way.

F. The Developer shall record a Declaration of Covenants, Conditions, Restrictions, and Easements (hereinafter "Declaration") along with the plat. The Declaration shall require the Wildflower at Lake Elmo Homeowners Association to be responsible for maintenance of landscaping installed in areas outside of land dedicated as public park and open space on the final plat.

G. The final construction plans shall include a trail connection along Lake Elmo Avenue between the existing trail outlet to Lake Elmo Avenue and the boundary between the Wildflower development and the property south of Wildflower.

H. The developer shall establish a legally binding agreement to prevent further residential or commercial development of all outlots planned for open space or conservation uses

I. The developer shall provide a completed bituminous driveway connection to the Smith property at 11514 Stillwater Boulevard North as part of the improvements associated with Phase 1 of the development.

J. The developer shall complete the planting and removal work at the Eischen property at 11647 Stillwater Boulevard North as described in a private agreement between the developer and Eischen family as part of Phase 1 of the development. Other mitigation measures as previously agreed to between the developer and any private parties shall be completed in accordance with such agreements.

K. The natural habitat areas within the development shall be privately owned and maintained by the Wildflower HOA. All trails other than those designated for public use and located within public easements, public right-of-way, or on City-owned land shall be privately owned and maintained.

**29. 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 Homeowner Association documents, covenants and restrictions relating to the plat approval and outlots and conveyances, as approved by the City Attorney, shall be filed with the final plat. No third- party beneficiary status is hereby conferred. All outlots and common areas, including Outlots A,D, E, F, H, I, L, M, N, O and P and I 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 Wildflower at Lake Elmo 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.

**30. 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.

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.

**31. 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..

**32. ENFORCEMENT BY CITY; DAMAGES.** The Developers acknowledge the right of the City to enforce the terms of this Agreement against the Developers, by action for specific performance or damages, or both, or by any other legally authorized means. The Developers also acknowledge that their failure to perform any or all of their obligations under this Agreement may result in substantial damages to the City; that in the event of default by the Developers, 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.

**33. 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 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 to be deeded to the City (Outlots J and K) shall be three (3) years following installation. The developer shall also enter into a maintenance agreement with the City for a period of three (3) years prior to acceptance of the landscaping 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.

**34. 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 **\$4,552,426**. The amount of the security was calculated as follows:

**CONSTRUCTION COSTS:**

1) Grading	797,490	\$996,863
2) Sanitary Sewer	\$335,686	\$419,608
3) Watermain	\$343,489	\$429,361
4) Streets	\$944,628	\$1,180,785
5) Surface Water Facilities (pipe, ponds, rain gardens, etc.)	\$637,813	\$797,266
6) Erosion Control	Included in grading amount	
7) Sidewalks/Trails	\$362,762	\$453,453
8) Street Lighting	Xcel to Install, to be pre-paid directly by developer	
9) Street Signs and Traffic Control Signs	\$11,572	\$14,465
10) Landscaping	\$200,000	\$250,000

11) Tree Preservation and Restoration	Included in landscaping	
12) Wetland Mitigation and Buffers	Separate letter of credit through Watershed District	
13) Monuments	\$6,000	\$7,500
14) Miscellaneous Facilities	N/A	N/A
15) Developer's Record Drawings	\$2,500	\$3,125
<b>Construction Sub-Total</b>		<b>\$3,641,940</b>
<b>Total Project Securities (at 125% Construction Costs)</b>		<b>\$4,552,426</b>

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 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.

**35. 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. Upon completion of grading operations, including temporary site restoration, Developer shall submit an as-built grading survey to the City. Upon inspection of the site and approval of the as-built survey by the City, 100%, or \$996,863, of the grading security shall be released.

B. Up to 75% of the remaining security provided in accordance with paragraph 33 may be released at the following stages of construction and project approvals by the City.

a. Construction Categories 2 and 3: The amount of \$636,727 may be released when all sanitary sewer and watermain utilities have been installed, all testing has been successfully

completed, utility record drawings have been verified, and the utilities are considered ready for use by the City Engineer.

b. Construction Categories 4-6: The amount of \$1,483,538 may be released when all streets, sidewalks, trails, storm sewer, and storm water facilities have been installed and tested, and have been found to be complete to the satisfaction of the City Engineer including all corrective work for any identified punch list items, but not including the final wear course.

c. Construction Categories 7-15: The amount of \$546,407 may be released when all remaining 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.

C. The final portion of the remaining security amounts in paragraph 33 above (25%) shall be retained as security until: (1) all improvements have been completed, including bituminous wear course, (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.

**36. 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)	\$180,000
Water Availability Charge (WAC)	\$180,000
Park Dedication	N/A
Street Light Operating Fee	\$750
City Base Map Upgrading	\$1,500
Village AUAR Fee	\$13,800
City Engineering Administration Escrow	\$50,000 (Based on two months of administration/observation)
<b>Total Cash Requirements</b>	<b>\$426,050</b>

**37. 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: Robert Engstrom Companies, 4801 West 81st Street, #101, Bloomington, MN. 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.

**38. 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:**

BY: \_\_\_\_\_  
Its



**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

**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

\_\_\_\_\_  
\_\_\_\_\_  
  
\_\_\_\_\_

**EXHIBIT "A"  
TO  
DEVELOPMENT CONTRACT**

**Legal Description of Property Being Final Platted as Wildflower at Lake Elmo**

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**EXHIBIT “B”  
TO  
DEVELOPMENT CONTRACT**

**City Oversizing Payment Calculation**

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**ENGINEER'S ESTIMATE  
FOR  
UTILITY AND STREET CONSTRUCTION  
WILDFLOWER AT LAKE ELMO - 1st PHASE-OVERSIZING  
IN  
LAKE ELMO, MN  
July 31, 2015  
Plan Date: 7-22-15**

<b>Section A1 - Plan Sanitary Sewer - 1st Phase</b>					
				<b>Bid Estimate</b>	
<b>Item #</b>	<b>Contract Item</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Quantity</b>	<b>Amount</b>
SS-15	10" PVC SDR 26, 14'-16' Depth	LF	\$58.00	75	\$4,350.00
SS-16	10" PVC SDR 26, 16'-18' Depth	LF	\$58.00	795	\$46,110.00
SS-17	10" PVC SDR 26, 18'-20' Depth	LF	\$58.00	420	\$24,360.00
SS-17	10" PVC SDR 26, 20'-22' Depth	LF	\$58.00	316	\$18,328.00
SS-17	10" PVC SDR 26, 22'-24' Depth	LF	\$58.00	268	\$15,544.00
SS-22	4" PVC SDR 26 Riser Pipe	VF	\$17.00	92.5	\$1,572.50
SS-23	10"x4" PVC Service WYE	EA	\$225.00	18	\$4,050.00
SS-25	Sanitary Sewer Manhole Extra Depth	VF	\$95.00	83.20	\$7,904.00
<b>Total Plan Sanitary Sewer Estimate Amount</b>					<b>\$122,218.50</b>

<b>Section A2 - Development Only Sanitary Sewer - 1st Phase</b>					
				<b>Bid Estimate</b>	
<b>Item #</b>	<b>Contract Item</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Quantity</b>	<b>Amount</b>
SS-1	8" PVC SDR 26, 10'-12' Depth	LF	\$37.50	75	\$2,812.50
SS-8	8" PVC SDR 26, 14'-16' Depth	LF	\$37.50	455	\$17,062.50
SS-9	8" PVC SDR 26, 16'-18' Depth	LF	\$37.50	530	\$19,875.00
SS-10	8" PVC SDR 26, 18'-20' Depth	LF	\$37.50	230	\$8,625.00
SS-11	8" PVC SDR 26, 20'-22' Depth	LF	\$37.50	316	\$11,850.00
SS-12	8" PVC SDR 26, 22'-24' Depth	LF	\$37.50	268	\$10,050.00
SS-22	4" PVC SDR 26 Riser Pipe	VF	\$17.00	70.5	\$1,198.50
SS-23	8"x4" PVC Service WYE	EA	\$105.00	18	\$1,890.00
SS-25	Sanitary Sewer Manhole Extra Depth	VF	\$95.00	79.20	\$7,524.00
<b>Total Development Only Sanitary Sewer Estimate Amount</b>					<b>\$80,887.50</b>

<b>Section B1 - Plan Watermain - 1st Phase</b>					
				<b>Bid Estimate</b>	
<b>Item #</b>	<b>Contract Item</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Quantity</b>	<b>Amount</b>
WM-3	12" D.I.P. Class 52	LF	\$42.00	749	\$31,458.00
WM-5	D.I.P. Fittings	LB	\$3.10	1,900	\$5,890.00
WM-10	12" Gate Valve & Box	EA	\$2,200.00	4	\$8,800.00
<b>Total Plan Watermain Estimate Amount</b>					<b>\$46,148.00</b>

<b>Section B2 - Development Only Watermain - 1st Phase</b>					
				<b>Bid Estimate</b>	
<b>Item #</b>	<b>Contract Item</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Quantity</b>	<b>Amount</b>
WM-2	8" D.I.P. Class 52	LF	\$38.00	749	\$28,462.00
WM-5	D.I.P. Fittings	LB	\$3.10	775	\$2,402.50
WM-10	8" Gate Valve & Box	EA	\$1,675.00	4	\$6,700.00
<b>Total Development Only Watermain Estimate Amount</b>					<b>\$37,564.50</b>

<b>Total Sanitary Oversizing Cost</b>					
Total Plan Sanitary Sewer Estimate Amount					\$122,218.50
Total Development Only Sanitary Sewer Estimate Amount					(\$80,887.50)
<b>SANITARY OVERSIZE COST</b>					<b>\$41,331.00</b>

<b>Total Watermain Oversize Cost</b>					
Total Plan Watermain Estimate Amount					\$46,148.00
Total Development Only Watermain Estimate Amount					(\$37,564.50)
<b>WATERMAIN OVERSIZE COST</b>					<b>\$8,583.50</b>

<b>GRAND TOTAL OVERSIZE COST</b>					<b>\$49,914.50</b>
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## 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 \_\_\_\_\_



## MAYOR AND COUNCIL COMMUNICATION

DATE: 08/04/2015  
**REGULAR**  
ITEM #: 15

**AGENDA ITEM:** Approve Agreement for City Planner Services  
**SUBMITTED BY:** Clark Schroder, Interim Administrator  
**THROUGH:** Kyle Klatt, Community Development Director

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### **SUMMARY AND ACTION REQUESTED:**

With the City Planner position currently vacant, the Community Development Director is in need of assistance with planning duties while the City conducts a search process for a permanent City Planner. Staff will attempt to limit the utilization of the contractor to reimbursable projects, but there may be a need for assistance with broader planning and zoning issues. With the City Planner vacancy, this is anticipated to have a neutral impact on the Planning Department budget.

### **RECOMMENDATION:**

*Motion "to approve the Agreement for City Planner Services"*

### **ATTACHMENT(S):**

Agreement for City Planning Services

## AGREEMENT FOR ZONING & PLANNING SERVICES

**THIS AGREEMENT** is made and entered into by and between the City of Lake Elmo, a municipal corporation under the laws of the State of Minnesota (hereinafter called Lake Elmo) and Sambatek, Inc. (hereinafter called “Consultant”). Lake Elmo desires to contract with Consultant for the provision of supplemental zoning and planning services.

Accordingly, the parties agree that Consultant shall provide certain zoning and planning services, subject to the following conditions:

- Zoning Services.** The zoning services to be performed by Consultant include, but are not limited to consultation with the Mayor, City Council and Planning Commission, City Administrator, City Engineer and City Attorney on zoning and related issues; assisting persons to comply with the zoning ordinances, conditional use permits, variances, wetland development regulations, shoreland management regulations, and subdivision regulations. This shall be done by reviewing permit applications and conducting plan reviews; investigating inquiries regarding ordinance requirements; interpreting and explaining zoning ordinances; reviewing plans to determine compliance with zoning and subdivision ordinances; researching complaints of violations and enforcing zoning-related issues; issuing written reports and orders; maintaining complete and accurate records; developing written policies on ordinance interpretation; coordinating activities with property owners, Consultants, residents and other interested parties to explain requirements, investigate complaints and determine appropriate action for issue resolution; monitoring and enforcing zoning ordinance, and other similar issues; and investigating and monitoring zoning ordinance complaints and issuing orders of citations; attendance at Planning Commission meetings and attendance at City Council meetings related to zoning or subdivision requests; preparing zoning and related letters or reports and resolutions for the Planning Commission and City Council; working with neighborhood groups on traffic and zoning related issues, Other services include keeping Lake Elmo officials informed of and up-to-date on zoning and subdivision problems and issues, and recommending ordinance, fee and policy changes as requested or necessary.
- Planning Services.** The planning services to be performed by Consultant include consultation with the Mayor, City Council, Planning Commission, other Commissions, City Administrator, City Engineer and City Attorney on planning and related issues including the comprehensive plan, implementation programs and other city issues, preparing ordinances and ordinance amendments, preparing plans and programs, attending non-zoning or non-neighborhood local, regional and area meetings, negotiations, and non-zoning and subdivision report writing.

3. **Administration procedures.** This section is set forth to clarify the responsibilities of each party and to establish procedures for performing the services as provided above.

A. Responsibility of Lake Elmo

1. Provide and maintain an office, meeting area or work area for the occasional use of the zoning and planning administrator, including a telephone, forms and supplies to perform the work required of the position.
2. Perform normal City clerical functions related to zoning and planning, such as publishing legal notices, keeping track of the application process, printing reports and letters, taking and preparing minutes, distribution of information.
3. Along with the Planning Commission Chair Person preparing the Planning Commission Agenda.
4. Establish committees and/or assign volunteers to work on ordinance revisions, Capital Improvement Program and updates to the Comprehensive Plan and Short Range Programs as well as other issues that may be related the Planning Services above.
5. Maintaining permanent City records associated with the services to be performed.
6. Prosecute all violations approved for prosecution by the City Council.
7. Issue all permits and collect fees associated with the services to be performed.
8. Provide information to interested parties.

B. Responsibility of Consultant

1. Provide Advice and Consultation to the Mayor, City Council, Planning Commission, City Administrator, City Engineer and City Attorney.
2. Provide typewritten reports and other information for the permanent records of Lake Elmo.
3. Receive zoning related applications, review for completeness and notify applicants of missing information; complete zoning review and approval process including any extension of time required by the City.
4. Provide complete packets of all information to the Planning Commission and City Council members for each monthly meeting.
5. Provide all office space, administrative and clerical support, equipment and supplies for work that is not performed at City Hall.
6. Attend Planning Commission and City Council meetings as provided above.
7. Provide a vehicle for the position.
8. Other activities as detailed above.

4. **Administrative Responsibility.** The daily administration of the zoning and planning services rendered pursuant to this agreement shall be under the direction of the contracted employee assigned to perform the services. The degree of services rendered, the standards of performance and other matters relating to regulations and policies shall remain under the control of Lake Elmo. Consultant shall submit to Lake Elmo a monthly report of services rendered and charges due, in such form and detail as Lake Elmo may reasonably require, as well as periodic suggestions regarding other matters relating to the zoning and planning services.

5. **Consultant.** Consultant shall assign Ben Gozola and Laura Chamberlain to perform the services pursuant to this agreement and the Consultant shall retain all obligations arising out of the contract relationship, including, but not limited to, salary, worker's compensation insurance, withholding tax and health insurance on Ben Gozola and Laura Chamberlain as Consultant's employees. Lake Elmo shall not be required to furnish any fringe benefits or compensation whatsoever to the Consultant. Neither Ben Gozola and Laura Chamberlain nor Consultant shall not, at any time or in any manner, be deemed to be an employee of Lake Elmo by reason of the performance of work or the providing of services within the territorial limits of Lake Elmo or on behalf of Lake Elmo in accordance with this agreement.
  
6. **Authority of Zoning and Planning Consultant.** Consultant assigned to perform the services is hereby provided specific authority by Lake Elmo to administer and enforce the pertinent Lake Elmo ordinances as provided in this agreement, to provide consultation and advice to the Planning Commission and to work with groups as requested by the City Council.
  
7. **Performance of Services.** The services to be provided by the Consultant under this agreement shall be done as directed by Lake Elmo, or, absent specific direction, in conformance with the general standard of care for a planning professional. The exercise by the Consultant of the powers here described on behalf of Lake Elmo, and the services to be provided by the Consultant in accordance with this agreement, may be inspected by Lake Elmo to determine whether the same are being exercised and performed satisfactorily.
  
8. **Indemnification.** To the fullest extent permitted by law, the Consultant agrees to defend, indemnify and hold harmless the City, and its employees, officials, and agents from and against all claims, actions, damages, losses and expenses, including reasonable attorney fees, resulting from, arising out of, or related to Consultant's negligence or the Consultant's performance or failure to perform its obligations under this Agreement. The Consultant's indemnification obligation shall apply to the Consultant's subConsultant(s), or anyone directly or indirectly employed or hired by the Consultant.
  
9. **Fees and Reimbursements of Direct Expenses.** For and in consideration of the rendition of the services described herein, Lake Elmo shall pay Consultant an hourly rate as follows:  
Ben Gozola - \$ 119.00 per hour  
Laura Chamberlain - \$ 90.00 per hour

Lake Elmo shall reimburse Consultant for any documented expenses paid for by Consultant in the performance of the Consultants responsibilities including mileage at the current IRS rate, printing and photographic costs performed by a third party, computer data storage of Lake Elmo information, postage and delivery cost provided by a third party and other costs approved by the City Administrator.

10. **Independent Consultant.** It is expressly understood that the Consultant is an “independent Consultant” and not an employee of the City. The Consultant shall have control over the manner in which the Services are performed under this Agreement. The Consultant shall supply, at its own expense, all materials, supplies, equipment and tools required to accomplish the Services contemplated by this Agreement. The Consultant shall not be entitled to any benefits from the City, including, without limitation, insurance benefits, sick and vacation leave, workers’ compensation benefits, unemployment compensation, disability, severance pay, or retirement benefits. Nothing in this Agreement shall be deemed to constitute a partnership, joint venture or agency relationship between the Parties.
11. **Insurance Requirements.** Insurance Requirements. The Consultant, at its expense, shall procure and maintain in force for the duration of this Agreement the following minimum insurance coverage and shall include the City as an additional insured on each such policy:
- A. General Liability. The Consultant agrees to maintain Commercial General Liability insurance in a minimum amount of \$1,000,000 per occurrence; \$2,000,000 annual aggregate. The policy shall cover liability arising from, at a minimum, premises, operations, products-completed operations, personal injury, advertising injury, and contractually assumed liability.
  - B. Automobile Liability. If the Consultant operates a motor vehicle in performing the Services under this Agreement, the Consultant shall maintain commercial automobile liability insurance, including owned, hired, and non-owned automobiles, with a minimum liability limit of \$1,000,000, combined single limit.
  - C. Professional (Errors and Omissions) Liability Insurance. The Consultant will maintain professional liability insurance for all claims the Consultant may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Consultant’s professional services required under this Agreement. The Consultant is required to carry the following minimum limits: \$1,000,000 per claim; \$2,000,000 annual aggregate. The retroactive or prior acts date of such coverage shall not be after the effective date of this Agreement and the Consultant shall maintain such insurance for a period of at least three (3) years, following completion of the Services. If such insurance is discontinued, extended reporting period coverage must be obtained by the Consultant to fulfill this requirement.
  - D. Workers’ Compensation. The Consultant agrees to provide Workers’ Compensation insurance for all its employees in accordance with the statutory requirements of the State of Minnesota. The Consultant shall also carry Employers’ Liability Coverage with minimum coverage as follows:
    - i. § \$500,000 – Bodily Injury by Disease per employee
    - ii. § \$500,000 – Bodily Injury by Disease aggregate
    - iii. § \$500,000 – Bodily Injury by Accident

- E. The Consultant shall, prior to commencing the Services, deliver to the City a Certificate of Insurance as evidence that the above coverages are in full force and effect.
  - F. The Consultant's general liability and auto liability should be primary insurance to any other valid and collectible insurance available to the City with respect to any claim arising out of Consultant's performance under this Agreement.
  - G. The Consultant's policies and Certificate of Insurance shall contain a provision that coverage afforded under the policies shall not be cancelled without at least thirty (30) days' advanced written notice to the City.
12. **Assignment.** This agreement may not be assigned by either party hereto without the other's prior written consent.
13. **Modification.** This agreement embodies the entire agreement between the parties with respect to the subject matter hereof, and all prior discussions, negotiations and agreements are merged herein. This agreement may be amended or modified only by an agreement, in writing, by the City Council or its appointed representative and Consultant and executed on behalf of both parties.
14. **Terms of Agreement.** This agreement will continue until terminated by either party upon giving 60 days written notice to the other party.
15. **Representatives.** Representatives of the parties for the purposes of notices are:
- |   |   |
|---|---|
| Lake Elmo<br>City Administrator<br>3800 Laverne Avenue North<br>Lake Elmo, MN 55042<br>(651) 747-3900 | Sambatek, Inc.<br>12800 Whitewater Drive, Suite 300<br>Minnetonka, MN 55343<br>763-476-6010 |
|---|---|

IN WITNESS WHEREOF, the parties hereto have executed this agreement this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

**SAMBATEK, INC.**

By \_\_\_\_\_

Its President

**CITY OF LAKE ELMO**

By \_\_\_\_\_

Its Mayor

And \_\_\_\_\_

Its Administrator



**MAYOR AND COUNCIL COMMUNICATION**

DATE: 8/4/15  
**REGULAR**  
ITEM #: 17  
**MOTION**

**AGENDA ITEM:** Tartan Park discussion  
**SUBMITTED BY:** Clark Schroeder Interim City Administrator  
**THROUGH:** Clark Schroeder Interim City Administrator  
**REVIEWED BY:** **Jill Lundgren**

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**SUGGESTED ORDER OF BUSINESS:**

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

**SUMMARY AND ACTION REQUESTED:** No action required, informational in nature.

**BACKGROUND AND STAFF REPORT:**

3M has made it public that they are interested in selling their 483 acre Tartan Park by the end of the year of possible.

Last week, Washington County commissioners authorized to help the Trust for Public Land (TPL) explore ways to keep the 483-acre Tartan park from being developed. County planners will explore commissioners' concerns about lost tax revenue and other complexities.

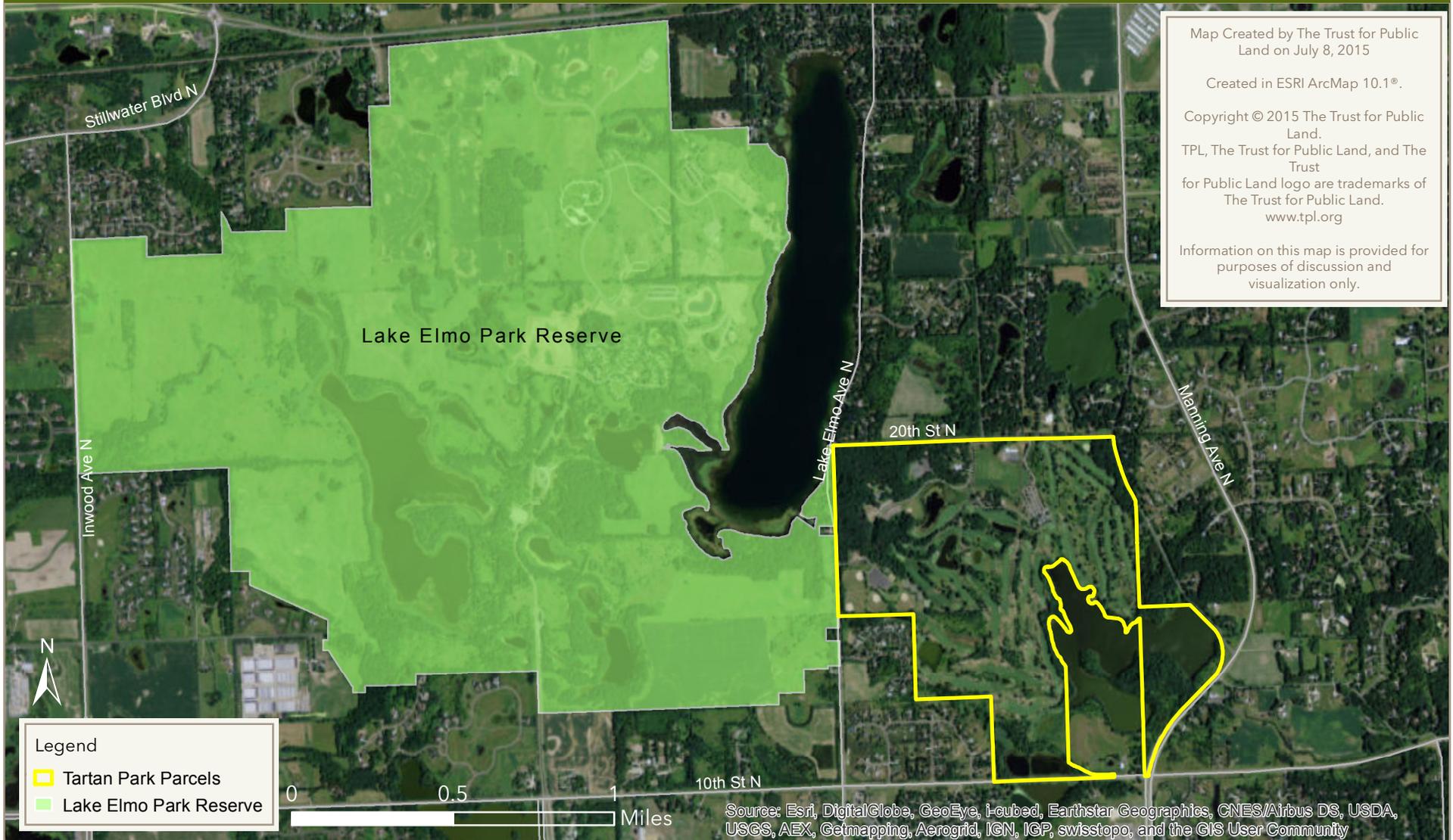
Lake Elmo staff along with Mike Pearson and Jill Lundgren have been asked to partake in discussion revolving around the possible uses for Tartan park and concerns arising from different uses.

**RECOMMENDATION:** *None*

**ATTACHMENT(S):** Tartan Park map

# Tartan Park Parcels

Washington County, MN



THE TRUST *for* PUBLIC LAND

LAND FOR PEOPLE