



NOTICE OF MEETING
City Council Meeting
Tuesday, August 18, 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. (a) Approve June 9, 2015 City Council Meeting Minutes
 - (b) Approve August 4, 2015 City Council Meeting Minutes
 - (c) Approve August 11, 2015 City Council Meeting Minutes
- F. Council Reports**
- G. Presentations/Public Comments/Inquiries**
- H. Finance Consent Agenda**
 - 2. Approve Payment of Disbursements
 - 3. Accept Assessor Report for July 2015
 - 4. Approve Purchase of Warning Sirens
 - 5. Approve Purchase of Parks Equipment
- I. Other Consent Agenda**
 - 6. Approve Master Subscriber Agreement for MN Court Data Services - **Resolution 2015-63**
 - 7. Approve 5th Street Landscape and Lighting Design
 - 8. Approve Resolution Concerning Tartan Park - **Resolution 2015-64**
 - 9. Approve Appointment of New Maintenance Advisory Committee Members
 - 10. Approve Library Board Request for Alterations to the Library Building
 - 11. Receive Library Board Memo Regarding Alley Concern
 - 12. Approve Proposal for 2016 Street Improvements Geotechnical Services
 - 13. Accept Building Report
- J. Regular Agenda**
 - 14. Auto Owners Insurance
 - 15. Zoning Text Amendment - Subdivision Identification Signs, **Ordinance 08-124**
 - 16. Building Inspector Position
 - 17. 2016 Volksmarch
 - 18. Dog Park (*Lundgren request*)
 - 19. Tablyn Park Concept Plan
 - 20. Pebble Park Picnic Shelter
 - 21. Sanctuary Park Trail
 - 22. Plan B City Discussion (*Bloyer request*)
 - 23. Projected City Growth Analysis (*Pearson request*)
 - 24. Old Village Work Group Membership (*Pearson Request*)
- K. Staff Reports and Announcements**
- L. Adjourn**

**CITY OF LAKE ELMO
CITY COUNCIL MINUTES
AUGUST 4, 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: Interim Administrator Schroeder, 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 Lundgren added discussion of street names and widths to Agenda Item 13. Staff requested removal of Agenda Item 14.

Councilmember Lundgren moved TO APPROVE THE AGENDA AS AMENDED. Councilmember Fliflet seconded the motion. MOTION PASSED 3-2. (Pearson, Bloyer – Nay)

D. ACCEPT MINUTES

May 19, 2015 accepted as presented. July 21, 2015 meeting minutes accepted with additions from Mayor Pearson, Councilmember Fliflet and Councilmember Smith.

COUNCIL REPORTS

Mayor Pearson: Met with Parks Commission Chair Weis and Interim Administrator Schroeder along with representatives from Washington County to discuss Lake Elmo Park Reserve access on Inwood Avenue; attended East Metro Strong bus rapid transit open house; met with the County Sheriff and Interim Administrator Schroeder; and asked the public for input on the future of Main Street. Noted the Manzara Nature Center proposal will be on the next workshop agenda. Congratulated the Lake Elmo Baseball 12AAA team for their state title win.

Council Member Lundgren: Met with Washington County to review the future of Tartan Park. Met with Citizens regarding the cemetery proposal and other issues. Reported Farmers Market is doing very well. Met with Public Works Superintendent Bouthilet to discuss the possibility of a dog park in the city. Noted that the City Council and Parks Commission had an excellent joint meeting. Announced that she has recently been diagnosed with a rare disorder, Bechet's.

Council Member Bloyer: Responded to emails regarding the Landucci proposal, the cemetery proposal and a resident on Laverne Avenue. Reviewed the discussion held at the joint workshop with the Parks Commission for the public as no members of the public were present and worksessions are not recorded.

Council Member Smith: Thanked the Parks Commission for their participation in the joint workshop and felt many good points were raised.

Council Member Fliflet: Attended a Finance Committee meeting, dealt with ongoing discussions on the library, cemetery application and Landucci development proposal. Attended joint workshop with the Parks Commission. Spoke with Bob Engstrom and residents.

PUBLIC COMMENTS/INQUIRIES

Nate Duprey, Lake Elmo Librarian, reported on activities at the library, noting that July was the busiest month in the library's history for items circulated with a 12% increase over the previous year. Duprey also reported on plans for expansion into library space previously occupied by a tenant.

Barry Weeks, 3647 Lake Elmo Avenue North spoke about a letter read by the City Clerk at the previous council meeting.

Lee Rossow, Halcyon project developer, noted that his project is on hold while the City completes review and asked the Council to consider what type of use is better for the overall area.

Mike Reeves, 11075 14th Street N. commented on an article in the *Stillwater Gazette* on July 26, 2015.

Mike Slobodnik, Lake Elmo Jaycees President, provided an update on Huff n' Puff Days, noting it is the largest softball tournament in the country and thanked the City for assisting the Jaycees with the event.

Dale Doerscher, 3150 Lake Elmo Avenue, commented on the approved street widths in the Wildflower development, the letter read by the City Clerk at the prior meeting, and city staffing.

PRESENTATIONS

None

FINANCE CONSENT AGENDA

- 3. Approve Payment of Disbursements**
- 4. Accept Finance Report dated July 30, 2015**
- 5. Approve Extension of Audit Services Contract**
- 6. Approve Grant Application for Trail Grooming Reimbursement – Resolution 2015-61**

Councilmember Smith, seconded by Councilmember Smith, moved TO APPROVE THE FINANCE CONSENT AGENDA AS PRESENTED. MOTION PASSED 5-0.

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. 39th Street N: Street & Sanitary Sewer Improvements – Pay Request No. 6**
- 10. Approve Amendment to Community Development Block Grant Cooperation Agreement**

Councilmember Smith, seconded by Councilmember Fliflet, moved TO APPROVE THE CONSENT AGENDA AS PRESENTED. MOTION PASSED 5-0.

ITEM 11: 2016 STREET IMPROVEMENTS – AUTHORIZE FEASIBILITY REPORT

City Engineer Griffin reviewed the areas included in the 2016 project, the project schedule and background on each area included in the project. Griffin also reviewed the assessments to the property owners and the City's contribution.

Councilmember Smith, seconded by Councilmember Lundgren, moved TO APPROVE RESOLUTION 2015-62, ORDERING PREPARATION OF A FEASIBILITY REPORT FOR THE 2016 STREET IMPROVEMENTS TO FOCUS ENGINEERING IN THE NOT TO EXCEED AMOUNT OF \$10,800. Motion passed 5 – 0.

ITEM 12: REASSIGNMENT OF EASTON VILLAGE TRUNK SEWER LINE

Community Development Director Klatt reviewed the history of the project and explained that other developers have expressed a willingness to take over the project. Klatt summarized the changes requested, the time frame for the project and stressed that there are constraints associated with the deadline for assessment certification. City Attorney Snyder advised that an approval include language requiring fees to be delivered to the City promptly.

Councilmember Lundgren, seconded by Councilmember Bloyer, moved TO AMEND THE DEVELOPERS AGREEMENT AS DRAFTED WITH A REQUIREMENT THAT SECURITIES AND RELATED DOCUMENTS BE DELIVERED TO THE CITY PROMPTLY WITH COUNCIL RESERVING THE RIGHT TO RECONSIDER THE APPROVAL IF THAT CONDITION IS NOT MET. Motion passed 5 – 0.

ITEM 13: WILDFLOWER AT LAKE ELMO DEVELOPER'S AGREEMENT, STREET WIDTHS AND STREET NAMING

Community Development Director Klatt presented the Developer's Agreement for Wildflower Phase I, noting that park dedication proposal for park land and trails meets the City's requirements. Klatt also reported that the developer is required to pay for oversizing of utilities and stated that the City Engineer will conduct a final review and approval of final construction plans.

Discussion was held concerning the template used to draft Developer's Agreements. Councilmember Fliflet stated she prefers to have more points in the agreements and note when it doesn't apply rather than omitting them.

Councilmember Fliflet, seconded by Councilmember Lundgren, moved TO ADOPT RESOLUTION 2015-63 APPROVING THE DEVELOPER'S AGREEMENT FOR WILDFLOWER AT LAKE ELMO. Motion passed 5 – 0.

Councilmember Lundgren stated that she would like to change her vote on the street naming in Wildflower after reconsidering what the developer had initially proposed.

Councilmember Lundgren, seconded by Councilmember Fliflet, moved TO RECONSIDER STREET NAMES IN WILDFLOWER TO USE THE NAMING SYSTEM PROPOSED BY THE DEVELOPER ON HIS INITIAL PROPOSED PLAT. Motion passed 3 – 2. (Pearson, Bloyer – Nay)

Discussion held concerning enforceability of changes to the plat that has already been approved. Attorney Snyder stated that the developer cannot be held to the changes but can make them if he chooses.

Mayor Pearson stated that he felt it was better to abide by the recommendations of safety professionals and use the county street naming system.

Councilmember Lundgren, seconded by Councilmember Fliflet, moved TO RECONSIDER THE WIDTH OF THE SOUTHERNMOST STREET, SUNFLOWER LANE, ON THE PLAT TO INCREASE THE STREET WIDTH FROM 18 FEET TO 24 FEET. Motion passed 3 – 2. (Smith, Bloyer – Nay)

Councilmember Fliflet stated that after further discussion with staff regarding the street widths, she is in favor of requiring 24 foot street widths.

Councilmember Smith stated that she feels there is plenty of access through streets and alleys and therefore disagrees with requiring 24 foot street widths.

14. APPROVAL OF FINAL 5TH STREET LANDSCAPE DESIGN

15. APPROVAL OF AGREEMENT FOR CITY PLANNER SERVICES

Community Development Director Klatt reviewed the request, noting that the contractor is currently helping with projects that are reimbursable but would like to be able to utilize the contractor for other projects.

Councilmember Fliflet, seconded by Councilmember smith, moved TO APPROVE THE AGREEMENT FOR CITY PLANNER SERVICES. Motion Passed 4 – 1. (Bloyer – Nay)

Councilmember Bloyer expressed concern about potential costs to the City under the proposed contract.

16. POSSIBLE FORMATION OF A CITY ENVIRONMENTAL COMMITTEE

Councilmember Fliflet stated that there are citizens that have expressed interest in serving on an environmental committee, noting that Tedi Carlson was in the audience and would be a big asset to the city in that capacity. Councilmember Fliflet suggested that the committee could be an advisory committee to the City Council on issues related to storm water, runoff, wetlands, waste, tree preservation and other issues.

Mayor Pearson stated he did not want the formation of a committee to be a burden to City staff but was in favor of forming an environmental committee. Councilmember Fliflet volunteered to recruit members and draft a charter for the committee.

17. TARTAN PARK DISCUSSION

Councilmember Lundgren reported on Washington County and Trust for Public Land working with 3M to preserve Tartan Park as a county owned park. Lengthy discussion was held concerning the size of the park, zoning and potential future uses. Mayor Pearson read a letter from resident Nadine Obermueller in support of retaining the Tartan Park as a park. Interim Administrator Schroeder stated that 3M has issued a deadline of September 22, 2015 for Washington County to commit to purchasing the park. City Attorney Snyder suggested the City

consider passing a Resolution representing a unified voice expressing the City's willingness to work with the parties and requesting time to consider the issues.

Councilmember Fliflet, seconded by Councilmember Smith, moved TO DIRECT STAFF TO DRAFT A RESOLUTION SUMMARIZING THE CITY'S POSITION ON THE DISPOSITION OF TARTAN PARK. Motion passed 5 – 0.

STAFF REPORTS AND ANNOUNCEMENTS

Interim City Administrator Schroeder: thanked staff for assistance during his transition into the Interim Administrator role. Announced that the FRESH weekly email is back up and running and encouraged Councilmembers to send submissions to him for inclusion. Attended meetings at the Library to deal with construction issues and Gateway Corridor meeting.

City Clerk Johnson: reminded the public that the city will hold an election in November and announced that election judges will be notified in the coming weeks.

Finance Director Bendel: working on the 2016 budget, closing July financials and preparing for the Finance Committee meeting on August 12, 4:30 – 6:30 p.m. Councilmembers were encouraged to attend the Finance Committee meeting for further detail on the 2016 budget preparations.

City Attorney Snyder: working on routine development items, thanked staff for assistance and Councilmembers for their commitment of time.

Community Development Director Klatt: working on finalizing the job description for the City Planner position; preparing for the upcoming Planning Commission meeting, Landucci development public hearing and new application for the Auto Owners Insurance office building.

City Engineer Griffin: addressing developer issues, have 3-4 pre-construction meetings to get grading started, working with Washington County and SEH on the downtown project streetscape.

Meeting adjourned at 9:45 pm.

LAKE ELMO CITY COUNCIL

ATTEST:

Julie Johnson, City Clerk

Mike Pearson, Mayor

**CITY OF LAKE ELMO
CITY COUNCIL MINUTES
AUGUST 11, 2015**

I. CALL TO ORDER

Mayor Pearson called the meeting to order at 6:00 pm.

PRESENT: Mayor Mike Pearson and Council Members Julie Fliflet, Anne Smith (6:05 p.m.), Justin Bloyer, and Jill Lundgren.

Staff present: Interim Administrator Schroeder, Finance Director Bendel, Community Development Director Klatt and City Clerk Johnson.

II. APPROVAL OF AGENDA

Councilmember Bloyer, seconded by Councilmember Lundgren, moved TO APPROVE THE AGENDA AS PRESENTED. MOTION PASSED 4 – 0.

III. SUNFISH LAKE PARK NATURE CENTER

Mayor Pearson introduced the matter and invited the applicant to speak. Mr. Manzara stated he would prefer to start with the document his attorney prepared, as the document the City Attorney prepared lacks direction for action. Mr. Manzara requested that the Council direct the City Attorney to draft a lease agreement and stated he feels there is no assurance in the proposed City agreement that the Council will continue to move forward on the project.

Councilmember Bloyer stated that the Council is committed to this project. Mayor Pearson added that the Council is supportive of the proposal and he is confident it will continue to move forward.

Councilmember Bloyer, seconded by Councilmember Lundgren, moved TO ACCEPT THE LETTER OF INTENT DRAFTED BY THE CITY ATTORNEY AND DIRECT THE CITY ATTORNEY TO NEGOTIATE A LEASE AGREEMENT WITH ALL CONDITIONS MET BEFORE THE CITY EXPENDS RESOURCES, WITH THE EXCEPTION OF TEN HOURS OF STAFF TIME.

Councilmember Fliflet offered a FRIENDLY AMENDMENT TO THE MOTION TO REMOVE THE LIMIT ON STAFF TIME, stating that it is worth spending staff time to make this happen for the City. Councilmember Bloyer accepted the amendment. Motion passed 4 – 1. (Pearson – Nay)

Mayor Pearson stated that the Council is committed to this project and felt the Letter of Intent was sufficient and protected the City.

IV. CITY PLANNER/ASSOCIATE PLANNER DISCUSSION

Interim Administrator Schroeder presented two job descriptions for consideration to fill the vacant City Planner position. Discussion was held concerning the job descriptions, salary range and selection process. Councilmember Bloyer stated that staff should handle the hiring process and the Council should not be involved.

LAKE ELMO CITY COUNCIL MINUTES

August 11, 2015

Councilmember Fliflet, seconded by Councilmember Lundgren, moved TO DIRECT STAFF TO MOVE FORWARD WITH THE HIRING PROCESS FOR A CITY PLANNER AS OUTLINED IN THE JOB DESCRIPTION PROVIDED. Motion passed 3 – 2. (Pearson, Bloyer – Nay)

Mayor Pearson stated that he was in favor of filling the position with an associate planner at a lower salary.

Meeting adjourned at 6:42 pm.

LAKE ELMO CITY COUNCIL

ATTEST:

Mike Pearson, Mayor

Julie Johnson, City Clerk



MAYOR & COUNCIL COMMUNICATION

DATE: August 18, 2015
CONSENT
ITEM #2
MOTION

AGENDA ITEM: Approve Disbursements in the amount of \$178,946.58

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: \$178,946.58

SUMMARY AND ACTION REQUESTED: As part of its Consent Agenda, the City Council is asked to approve disbursements in the amount of \$178,946.58. No specific motion is needed as this is recommended to be part of the *Consent Agenda*.

LEGISLATIVE HISTORY: NA

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

Claim #	Amount	Description
ACH	\$ 11,744.78	Payroll Taxes to IRS & MN Dept of Revenue 8/06/15
ACH	\$ 5,173.94	Payroll Retirement to PERA 8/06/15
DD6509-DD6537	\$ 30,118.53	Payroll Dated (Direct Deposits) 8/06/15
43187-43247	\$ 131,729.33	Accounts Payable 8/18/15
2742-2744	\$ 180.00	Library Card Reimbursement 8/18/15
TOTAL	\$ 178,946.58	

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 \$178,946.58.

ATTACHMENTS:

1. Accounts Payable – check registers

Accounts Payable To Be Paid Proof List

User: PattyB

Printed: 08/12/2015 - 11:53 AM

Batch: 005-08-2015

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close P OLine #
AMAZONIN Amazon Inc										
604578781032040	07/10/2015	1,827.17	0.00	08/18/2015	Adult, teen & kids books dvds		-	No		0000
206-450-5300-42500 Library Collection Maintenance										
604578781032040	07/10/2015	282.12	0.00	08/18/2015	Operating supplies		-	No		0000
206-450-5300-42000 Office Supplies										
604578781032040 Total: 2,109.29										
AMAZONIN Total: 2,109.29										
AMFLAG American Flagpole & Flag Corp										
121433	07/23/2015	209.85	0.00	08/18/2015	US Flags		-	No		0000
101-410-1940-44010 Repairs/Maint Contractual Bldg										
121433 Total: 209.85										
AMFLAG Total: 209.85										
ANCOM ANCOM Communications, Inc.										
54373	07/29/2015	116.50	0.00	08/18/2015	Pager Repair		-	No		0000
101-420-2220-43230 Radio										
54373 Total: 116.50										
54374	07/29/2015	107.00	0.00	08/18/2015	Pager Repair		-	No		0000
101-420-2220-43230 Radio										
54374 Total: 107.00										
54375	07/29/2015	95.00	0.00	08/18/2015	Pager Repair		-	No		0000
101-420-2220-43230 Radio										
54375 Total: 95.00										
ANCOM Total: 318.50										
ANIMALHU Animal Humane Society										
2759	07/28/2015	510.00	0.00	08/18/2015	Impound Fees 4/01-6/30/2015		-	No		0000
101-420-2700-43150 Contract Services										
2759 Total: 510.00										

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close PO Line #
ANIMALHU Total:		510.00								
ASPENMI Aspen Mills, Inc.										
168037	07/24/2015	50.65	0.00	08/18/2015	Malmquist		-		No	0000
101-420-2220-44170	Uniforms									
168037 Total:		50.65								
168038	07/24/2015	198.45	0.00	08/18/2015	Malmquist		-		No	0000
101-420-2220-44170	Uniforms									
168038 Total:		198.45								
ASPENMI Total:		249.10								
BAKERPAT Baker Patricia										
2015-07	08/04/2015	779.69	0.00	08/18/2015	Contract hours - July		-		No	0000
101-410-1520-43150	Contract Services									
2015-07	08/04/2015	1,559.37	0.00	08/18/2015	Contract hours - July		-		No	0000
601-494-9400-43150	Contract Services									
2015-07	08/04/2015	311.87	0.00	08/18/2015	Contract hours - July		-		No	0000
602-495-9450-43150	Contract Services									
2015-07	08/04/2015	467.82	0.00	08/18/2015	Contract hours - July		-		No	0000
603-496-9500-43150	Contract Services									
2015-07 Total:		3,118.75								
BAKERPAT Total:		3,118.75								
BEAULIEU Beaulieu Tyrone										
2014-128	08/06/2015	5,000.00	0.00	08/18/2015	Escrow Release 577 Julep Court		-		No	0000
803-000-0000-22900	Deposits Payable									
2014-128 Total:		5,000.00								
BEAULIEU Total:		5,000.00								
BRAUN Braun Intertec Corporation										
B033428	07/22/2015	538.12	0.00	08/18/2015	39th Street		-		No	0000
409-480-8000-43030	Engineering Services									
B033428	07/22/2015	538.13	0.00	08/18/2015	39th Street		-		No	0000
602-495-9450-43030	Engineering Services									
B033428 Total:		1,076.25								
BRAUN Total:		1,076.25								
BRYAN Bryan Rock Products, Inc.										
9722	07/31/2015	628.49	0.00	08/18/2015	Sanctuary		-		No	0000
404-480-8000-44030	Repairs/Maint Imp Not Bldgs									
9722 Total:		628.49								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
BRYAN Total:		628.49								
BUBERL Buberl Black Dirt, Inc										
17454	08/03/2015	140.00	0.00	08/18/2015	Sanctuary		-	No		0000
404-480-8000-43030 Engineering Services										
17454 Total:		140.00								
BUBERL Total:		140.00								
CARQUEST Car Quest Auto Parts										
2055-355415	08/03/2015	79.37	0.00	08/18/2015	Oil, antifreeze		-	No		0000
101-450-5200-42120 Fuel, Oil and Fluids										
2055-355415	08/03/2015	17.05	0.00	08/18/2015	Air and oil filters		-	No		0000
101-450-5200-42150 Shop Materials										
2055-355415 Total:		96.42								
2055-355627	08/04/2015	11.36	0.00	08/18/2015	Kubota repair		-	No		0000
101-450-5200-44040 Repairs/Maint Eqpt										
2055-355627 Total:		11.36								
2055-356056	08/10/2015	18.39	0.00	08/18/2015	John Deere parts		-	No		0000
101-450-5200-44040 Repairs/Maint Eqpt										
2055-356056 Total:		18.39								
2055-356102	08/10/2015	7.10	0.00	08/18/2015	John Deere parts		-	No		0000
101-450-5200-44040 Repairs/Maint Eqpt										
2055-356102 Total:		7.10								
CARQUEST Total:		133.27								
CENTPOW Century Power Equipment										
664818	07/30/2015	28.68	0.00	08/18/2015	Parts		-	No		0000
101-450-5200-44040 Repairs/Maint Eqpt										
664818 Total:		28.68								
664847	07/30/2015	2.94	0.00	08/18/2015	Parts		-	No		0000
101-450-5200-44040 Repairs/Maint Eqpt										
664847 Total:		2.94								
CENTPOW Total:		31.62								
COMCAST Comcast										
877210535000891	07/27/2015	7.90	0.00	08/18/2015	Monthly Service - August		-	No		0000
101-420-2220-44300 Miscellaneous										
877210535000891 Total:		7.90								
COMCAST Total:		7.90								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
CTYBLOOM City of Bloomington										
July -15	08/04/2015	31.50	0.00	08/18/2015	Lab Tests - July 2015		-		No	0000
601-494-9400-42270	Utility System Maintenance									
	July -15 Total:	31.50								
	CTYBLOOM Total:	31.50								
CTYOAKDA City of Oakdale										
July	08/01/2015	6,000.00	0.00	08/18/2015	New Connections - July WAC fees		-		No	0000
601-000-0000-20803	WAC due Oakdale									
	July Total:	6,000.00								
	CTYOAKDA Total:	6,000.00								
CTYOAKDP City of Oakdale										
July	08/01/2015	13,538.03	0.00	08/18/2015	Water meter - South Pit 7/01-8/01/15		-		No	0000
601-494-9400-43820	Water Utility									
	July Total:	13,538.03								
	CTYOAKDP Total:	13,538.03								
CTYSTPAU City of St. Paul										
IN00010730	08/03/2015	1,684.05	0.00	08/18/2015	Asphalt		-		No	0000
101-430-3120-42240	Street Maintenance Materials									
	IN00010730 Total:	1,684.05								
	CTYSTPAU Total:	1,684.05								
DIVINEHO Divine Custom Homes										
2014-74	08/03/2015	4,950.00	0.00	08/18/2015	Escrow Release 9593 Whistling Valley		-		No	0000
803-000-0000-22900	Deposits Payable									
	2014-74 Total:	4,950.00								
2014-74B	08/03/2015	-465.00	0.00	08/18/2015	Staff time related to easement work		-		No	0000
803-000-0000-22900	Deposits Payable									
	2014-74B Total:	-465.00								
	DIVINEHO Total:	4,485.00								
E.G.RUD E.G. Rud & Sons, Inc.										
31220	08/04/2015	1,414.00	0.00	08/18/2015	Lot lines and field work Demontreville		-		No	0000
101-420-2400-44300	Miscellaneous									
	31220 Total:	1,414.00								
	E.G.RUD Total:	1,414.00								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close PO Line #
EMERGAPP Emergency Apparatus Maint. Inc										
81717	07/28/2015	1,175.84	0.00	08/18/2015	Old ladder repair		-	No		0000
101-420-2220-44040 Repairs/Maint Eqpt										
	81717 Total:	1,175.84								
81918	07/28/2015	993.00	0.00	08/18/2015	E1 annual testing		-	No		0000
101-420-2220-44040 Repairs/Maint Eqpt										
	81918 Total:	993.00								
81919	07/28/2015	1,065.00	0.00	08/18/2015	E2 annual testing		-	No		0000
101-420-2220-44040 Repairs/Maint Eqpt										
	81919 Total:	1,065.00								
81920	07/28/2015	295.00	0.00	08/18/2015	B2 annual testing		-	No		0000
101-420-2220-44040 Repairs/Maint Eqpt										
	81920 Total:	295.00								
81921	07/28/2015	295.00	0.00	08/18/2015	B1 annual testing		-	No		0000
101-420-2220-44040 Repairs/Maint Eqpt										
	81921 Total:	295.00								
81923	07/28/2015	895.00	0.00	08/18/2015	T1 annual testing		-	No		0000
101-420-2220-44040 Repairs/Maint Eqpt										
	81923 Total:	895.00								
81924	07/28/2015	1,140.00	0.00	08/18/2015	T2 annual testing		-	No		0000
101-420-2220-44040 Repairs/Maint Eqpt										
	81924 Total:	1,140.00								
81925	07/28/2015	295.00	0.00	08/18/2015	U2 annual testing		-	No		0000
101-420-2220-44040 Repairs/Maint Eqpt										
	81925 Total:	295.00								
	EMERGAPP Total:	6,153.84								
FERGUSON Ferguson Waterworks, Inc #2516										
143553-1	08/04/2015	3,132.00	0.00	08/18/2015	Water meters		-	No		0000
601-494-9400-42300 Water Meters & Supplies										
	143553-1 Total:	3,132.00								
	FERGUSON Total:	3,132.00								
GKSERVIC G&K Services										
1182234323	08/05/2015	36.84	0.00	08/18/2015	Uniforms		-	No		0000
101-430-3100-44170 Uniforms										
	1182234323 Total:	36.84								
	GKSERVIC Total:	36.84								
HAGBERGS Hagbergs Country Market										
854257	07/07/2015	5.99	0.00	08/18/2015	water for city hall		-	No		0000
101-410-1940-44300 Miscellaneous										
	854257 Total:	5.99								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
HAGBERGS Total:		5.99								
HOLMEN Holmen Troy	08/01/2015	400.00	0.00	08/18/2015	Security Deposit Refund		-	No		0000
206-000-0000-15500	Prepaid Items	400.00								
Total:		400.00								
HOLMEN Total:		400.00								
INNOVAT Innovative Office Solutions										
IN0858756	07/30/2015	15.87	0.00	08/18/2015	folders		-	No		0000
101-410-1910-42000	Office Supplies									
IN0858756	07/30/2015	37.95	0.00	08/18/2015	supplies		-	No		0000
101-410-1320-42000	Office Supplies									
IN0858756 Total:		53.82								
IN0866144	08/05/2015	28.50	0.00	08/18/2015	Business Cards - J Johnson		-	No		0000
101-410-1320-42000	Office Supplies									
IN0866144 Total:		28.50								
INNOVAT Total:		82.32								
JANIKING Jani-King of Minnesota, Inc										
MIN08150420	08/01/2015	326.00	0.00	08/18/2015	Cleaning services - City Hall		-	No		0000
101-410-1940-44010	Repairs/Maint Contractual Bldg									
MIN08150420 Total:		326.00								
JANIKING Total:		326.00								
JOHNSON & Johnson & Turner Attorneys										
44090	08/10/2015	4,512.50	0.00	08/18/2015	Prosecution		-	No		0000
101-420-2150-43045	Attorney Criminal									
44090 Total:		4,512.50								
44104	08/10/2015	93.50	0.00	08/18/2015	Library		-	No		0000
206-450-5300-43040	Legal Services									
44104 Total:		93.50								
44216	08/10/2015	830.00	0.00	08/18/2015	Lennar		-	No		0000
803-000-0000-22910	Developer Payments									
44216 Total:		830.00								
44231	08/10/2015	15.00	0.00	08/18/2015	Ryland/Hammes		-	No		0000
803-000-0000-22910	Developer Payments									
44231 Total:		15.00								
44234	08/10/2015	997.50	0.00	08/18/2015	Hans Hagen		-	No		0000
803-000-0000-22910	Developer Payments									
44234 Total:		997.50								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
44281	08/10/2015	78.50	0.00	08/18/2015	Unemployment matter		-	No		0000
101-410-1320-43040	Legal Services									
	44281 Total:	78.50								
44442	08/10/2015	5,769.00	0.00	08/18/2015	Easton Village		-	No		0000
803-000-0000-22910	Developer Payments									
	44442 Total:	5,769.00								
44443	08/10/2015	1,194.00	0.00	08/18/2015	Wildflower		-	No		0000
803-000-0000-22910	Developer Payments									
	44443 Total:	1,194.00								
44445	08/10/2015	8,394.00	0.00	08/18/2015	Civil matters		-	No		0000
101-410-1320-43040	Legal Services									
	44445 Total:	8,394.00								
44446	08/10/2015	1,764.00	0.00	08/18/2015	Gonyea		-	No		0000
803-000-0000-22910	Developer Payments									
	44446 Total:	1,764.00								
	JOHNSON& Total:	23,648.00								
<hr/>										
KINGK King Cassidy										
Cable	08/04/2015	55.00	0.00	08/18/2015	CC meeting 8/4/2015		-	No		0000
101-410-1450-43620	Cable Operations									
	Cable Total:	55.00								
	KINGK Total:	55.00								
<hr/>										
KWIK Kwik Trip Inc										
1563397	08/02/2015	105.89	0.00	08/18/2015	Fuel		-	No		0000
101-420-2220-42120	Fuel, Oil and Fluids									
	1563397 Total:	105.89								
	KWIK Total:	105.89								
<hr/>										
LANG RON Ron's Inspection Services, LLC										
15	08/03/2015	2,770.00	0.00	08/18/2015	Building Inspector Services		-	No		0000
101-420-2400-43150	Inspector Contract Services									
15	08/03/2015	277.25	0.00	08/18/2015	Building Inspector Mileage		-	No		0000
101-420-2400-43310	Mileage									
	15 Total:	3,047.25								
	LANG RON Total:	3,047.25								
<hr/>										
LEOIL Lake Elmo Oil, Inc.										
	07/31/2015	146.75	0.00	08/18/2015	Fuel		-	No		0000
101-420-2220-42120	Fuel, Oil and Fluids									
	Total:	146.75								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
LEOIL Total:		146.75								
Lillie Newspapers Inc. Lillie Suburban Auto Owner 101-410-1320-43510	07/31/2015 Legal Publishing	31.74	0.00	08/18/2015	7/29 - Notice Auto Owners		-		No	0000
Auto Owner Total:		31.74								
Old Village 101-410-1320-43510	06/30/2015 Legal Publishing	93.06	0.00	08/18/2015	Notice		-		No	0000
Old Village Total:		93.06								
Ord 08-120 101-410-1320-43510	06/30/2015 Legal Publishing	31.74	0.00	08/18/2015	Notice		-		No	0000
Ord 08-120 Total:		31.74								
Ord 08-123 101-410-1320-43510	07/31/2015 Legal Publishing	105.80	0.00	08/18/2015	Notice		-		No	0000
Ord 08-123 Total:		105.80								
Ord 08-125 101-410-1320-43510	07/31/2015 Legal Publishing	7.94	0.00	08/18/2015	Notice		-		No	0000
Ord 08-125 Total:		7.94								
Wildflower 101-410-1320-43510	06/30/2015 Legal Publishing	37.03	0.00	08/18/2015	Notice		-		No	0000
Wildflower Total:		37.03								
Lillie Total:		307.31								
LOFF Loffler Companies, Inc.										
2035729 101-410-1940-44040	08/03/2015 Repairs/Maint Contractual Eqpt	355.64	0.00	08/18/2015	Copy machine overage and base		-		No	0000
2035729 Total:		355.64								
LOFF Total:		355.64								
LTGPWR L.T.G. Power Equipment										
193184 101-450-5200-42160	07/31/2015 Chemicals	89.32	0.00	08/18/2015	Toro parts		-		No	0000
193184 Total:		89.32								
LTGPWR Total:		89.32								
MANUFACT Manufactured Housing Special.										
2015-222 803-000-0000-22900	08/06/2015 Deposits Payable	250.00	0.00	08/18/2015	Escrow Release 98 Cimarron		-		No	0000
2015-222 Total:		250.00								
2015-367 803-000-0000-22900	08/06/2015 Deposits Payable	250.00	0.00	08/18/2015	Escrow Release 126 Cimarron		-		No	0000
2015-367 Total:		250.00								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
2015-368	08/04/2015	250.00	0.00	08/18/2015	Escrow Release 675 Cimarron		-	No		0000
803-000-0000-22900	Deposits Payable									
	2015-368 Total:	250.00								
	MANUFACT Total:	750.00								
MC&FOA MCFOA	08/07/2015	35.00	0.00	08/18/2015	Annual Membership - JJohnson		-	No		0000
101-410-1320-44330	Dues & Subscriptions									
	Total:	35.00								
	MC&FOA Total:	35.00								
MENARDSO Menards - Oakdale	08/05/2015	19.13	0.00	08/18/2015	Lug nuts		-	No		0000
83842	Repairs/Maint Eqpt									
101-450-5200-44040	Repairs/Maint Eqpt									
	83842 Total:	19.13								
	MENARDSO Total:	19.13								
MENARDST Menards - Stillwater	07/19/2015	12.75	0.00	08/18/2015	Vehicle cleaner		-	No		0000
69412	Repairs/Maint Eqpt									
101-420-2220-44040	Repairs/Maint Eqpt									
	69412 Total:	12.75								
	MENARDST Total:	12.75								
METCOU Metropolitan Council	08/04/2015	1,466.00	0.00	08/18/2015	Waste Water Service		-	No		0000
1047510	Sewer Utility - Met Council									
602-495-9450-43820	Sewer Utility - Met Council									
	1047510 Total:	1,466.00								
	METCOU Total:	1,466.00								
METSAC Metropolitan Council	08/01/2015	29,820.00	0.00	08/18/2015	SAC Charges - July 2015		-	No		0000
July 2015	SAC due Met Council									
602-000-0000-20802	SAC due Met Council									
	July 2015 Total:	29,820.00								
July 2015B	SAC Early Pay discount/revenue									
602-000-0000-37220	SAC Early Pay discount/revenue									
	July 2015B Total:	-298.20								
	METSAC Total:	-298.20								
	METSAC Total:	29,521.80								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
MNLBRAS Minnesota Library Assn										
	08/11/2015	100.00	0.00	08/18/2015	Membership -		-			0000
206-450-5300-44330 Dues & Subscriptions										No
	08/12/2015	175.00	0.00	08/18/2015	2015 MLA Annual Conference Registration		-			0000
206-450-5300-44370 Conferences & Training										No
Total:		275.00								
MNLBRAS Total:		275.00								
NAPA NAPA Auto Parts										
846802	08/03/2015	39.98	0.00	08/18/2015	Wipers - CV2		-			0000
101-420-2220-44040 Repairs/Maint Eqpt										No
846802 Total:		39.98								
NAPA Total:		39.98								
OLSEND Danette Olsen Consulting, LLC										
15-0805	08/05/2015	150.00	0.00	08/18/2015	August Outreach Program		-			0000
206-450-5300-42500 Library Collection Maintenance										No
15-0805 Total:		150.00								
OLSEND Total:		150.00								
ONECALL Gopher State One Call										
138875	07/31/2015	396.05	0.00	08/18/2015	Tickets		-			0000
101-430-3100-43150 Contract Services										No
138875 Total:		396.05								
ONECALL Total:		396.05								
PINKY Pinky's Sewer Service, Inc.										
75308	08/04/2015	100.00	0.00	08/18/2015	Pumped two tanks		-			0000
206-450-5300-44010 Repairs/Maint Bldg										No
75308 Total:		100.00								
PINKY Total:		100.00								
PLUNKETT Plunkett's Pest Control Inc										
4281350	08/01/2015	963.30	0.00	08/18/2015	Pest Control - Annual Service		-			0000
101-410-1940-44010 Repairs/Maint Contractual Bldg										No
4281350 Total:		963.30								
PLUNKETT Total:		963.30								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
POMPS Pump's Tire Service, Inc.										
210184760	07/24/2015	589.64	0.00	08/18/2015	Repair Ford F250		-	No		0000
101-430-3100-44030	Repairs/Maint Imp Not Bldgs									
	210184760 Total:	589.64								
210186422	08/04/2015	114.25	0.00	08/18/2015	Trailer parts		-	No		0000
101-450-5200-44040	Repairs/Maint Eqpt									
	210186422 Total:	114.25								
	POMPS Total:	703.89								
RCM RCM Specialties, Inc										
5062	08/06/2015	195.25	0.00	08/18/2015	Emulsion		-	No		0000
101-430-3120-42240	Street Maintenance Materials									
	5062 Total:	195.25								
	RCM Total:	195.25								
RIVRCOOP River Country Cooperative										
101-420-2220-42120	07/31/2015	384.40	0.00	08/18/2015	Fuel		-	No		0000
	Fuel, Oil and Fluids									
	Total:	384.40								
	RIVRCOOP Total:	384.40								
SELECTAC SelectAccount										
1110542	08/05/2015	6.33	0.00	08/18/2015	Participant fee - July 2015		-	No		0000
101-410-1520-43150	Contract Services									
	1110542 Total:	6.33								
1116104	08/05/2015	6.33	0.00	08/18/2015	Participant fee - August 2015		-	No		0000
101-410-1520-43150	Contract Services									
	1116104 Total:	6.33								
	SELECTAC Total:	12.66								
STLIBRAR Stillwater Public Library										
July 2015	08/01/2015	480.00	0.00	08/18/2015	Library Card Reimbursement		-	No		0000
206-450-5300-44300	Miscellaneous									
	July 2015 Total:	480.00								
	STLIBRAR Total:	480.00								
TESSMAN Tessman Company Corp										
S220292-IN	08/07/2015	210.89	0.00	08/18/2015	Chemicals		-	No		0000
101-450-5200-42160	Chemicals									
	S220292-IN Total:	210.89								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
TESSMAN Total:		210.89								
TITAN Titan Machinery										
516062-CL	07/31/2015	797.20	0.00	08/18/2015	Equipment Repair		-	No		0000
101-430-3120-44040	Repairs/Maint Eqpt									
	516062-CL Total:	797.20								
TITAN Total:		797.20								
TOOLGUY The Tool Guy, LLC										
7108	08/04/2015	83.64	0.00	08/18/2015	Tools		-	No		0000
101-430-3100-42400	Small Tools & Minor Equipment									
	7108 Total:	83.64								
7109	08/04/2015	-6.40	0.00	08/18/2015	Return		-	No		0000
101-430-3100-42400	Small Tools & Minor Equipment									
	7109 Total:	-6.40								
TOOLGUY Total:		77.24								
TOWNCTRY Town & Country Cleaning Co										
815173	08/01/2015	215.00	0.00	08/18/2015	Library Cleaning - August 2015		-	No		0000
206-450-5300-44010	Repairs/Maint Bldg									
	815173 Total:	215.00								
TOWNCTRY Total:		215.00								
WASH-REC Washington County										
various	08/03/2015	230.00	0.00	08/18/2015	Various		-	No		0000
101-410-1320-42030	Printed Forms									
	various Total:	230.00								
WASH-REC Total:		230.00								
WASHLIB Washington County Library										
206-450-5300-44300	Miscellaneous	1,284.00	0.00	08/18/2015	Library Card Reimbursement		-	No		0000
	Total:	1,284.00								
WASHLIB Total:		1,284.00								
WHEATON Wheaton Joseph										
20150801	08/03/2015	1,203.82	0.00	08/18/2015	July Electrical Inspection Services		-	No		0000
101-000-0000-20802	Electrical Permit Fees Payable									
	20150801 Total:	1,203.82								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close PO Line #
WHEATON Total:		1,203.82								
Whiteami White Anita										
Bonus	08/10/2015	25.00	0.00	08/18/2015	PC Meeting 8/10/15		-	No		0000
101-410-1450-43620	Cable Operations									
Bonus Total:		25.00								
Cable	08/04/2015	55.00	0.00	08/18/2015	CC Meeting 8/04/15		-	No		0000
101-410-1450-43620	Cable Operations									
Cable	08/10/2015	55.00	0.00	08/18/2015	PC Meeting 8/10/15		-	No		0000
101-410-1450-43620	Cable Operations									
Cable Total:		110.00								
Whiteami Total:		135.00								
XCEL Xcel Energy										
	07/28/2015	86.57	0.00	08/18/2015	Utility Services		-	No		0000
101-450-5200-43810	Electric Utility									
	07/28/2015	112.53	0.00	08/18/2015	Utility Services		-	No		0000
602-495-9450-43810	Electric Utility									
	07/28/2015	37.98	0.00	08/18/2015	Utility Services		-	No		0000
101-430-3160-43810	Street Lighting									
	07/28/2015	53.36	0.00	08/18/2015	Utility Services		-	No		0000
101-430-3160-43810	Street Lighting									
	07/28/2015	432.87	0.00	08/18/2015	Utility Services		-	No		0000
101-420-2220-43810	Electric Utility									
	07/28/2015	358.90	0.00	08/18/2015	Utility Services		-	No		0000
101-410-1940-43810	Electric Utility									
	07/28/2015	35.94	0.00	08/18/2015	Utility Services		-	No		0000
101-430-3160-43810	Street Lighting									
	07/28/2015	11.64	0.00	08/18/2015	Utility Services		-	No		0000
101-450-5200-43810	Electric Utility									
	07/28/2015	36.64	0.00	08/18/2015	Utility Services		-	No		0000
101-450-5200-43810	Electric Utility									
	07/28/2015	41.51	0.00	08/18/2015	Utility Services		-	No		0000
101-450-5200-43810	Electric Utility									
	07/28/2015	2,555.34	0.00	08/18/2015	Utility Services		-	No		0000
601-494-9400-43810	Electric Utility									
	07/28/2015	47.01	0.00	08/18/2015	Utility Services		-	No		0000
101-430-3160-43810	Street Lighting									
	07/28/2015	104.46	0.00	08/18/2015	Utility Services		-	No		0000
101-450-5200-43810	Electric Utility									
	07/28/2015	18.25	0.00	08/18/2015	Utility Services		-	No		0000
602-495-9450-43810	Electric Utility									
	07/28/2015	17.41	0.00	08/18/2015	Utility Services		-	No		0000
602-495-9450-43810	Electric Utility									

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
101-420-2220-43810	07/28/2015 Electric Utility	433.17	0.00	08/18/2015	Utility Services		-			No 0000
101-450-5200-43810	07/28/2015 Electric Utility	44.61	0.00	08/18/2015	Utility Services		-			No 0000
101-430-3160-43810	07/28/2015 Street Lighting	1,823.70	0.00	08/18/2015	Utility Services		-			No 0000
101-430-3160-43810	07/28/2015 Street Lighting	32.97	0.00	08/18/2015	Utility Services		-			No 0000
101-450-5200-43810	07/28/2015 Electric Utility	14.14	0.00	08/18/2015	Utility Services		-			No 0000
101-450-5200-43810	07/28/2015 Electric Utility	277.40	0.00	08/18/2015	Utility Services		-			No 0000
101-450-5200-43810	07/28/2015 Electric Utility	602.43	0.00	08/18/2015	Utility Services		-			No 0000
101-430-3100-43810	07/28/2015 Electric Utility	27.16	0.00	08/18/2015	Utility Services		-			No 0000
601-494-9400-43810	07/28/2015 Electric Utility	12.85	0.00	08/18/2015	Utility Services		-			No 0000
101-430-3160-43810	07/28/2015 Street Lighting	677.94	0.00	08/18/2015	Utility Services		-			No 0000
206-450-5300-43810	07/28/2015 Electric Utility	161.16	0.00	08/18/2015	Utility Services		-			No 0000
602-495-9450-43810	07/28/2015 Electric Utility	120.10	0.00	08/18/2015	Utility Services		-			No 0000
601-494-9400-43810	07/28/2015 Electric Utility	13.89	0.00	08/18/2015	Utility Services		-			No 0000
101-450-5200-43810	07/28/2015 Electric Utility	351.29	0.00	08/18/2015	Utility Services		-			No 0000
Total:		8,543.22								
XCEL Total:		8,543.22								
ZAWADSKI Zawadski Homes, Inc										
2014-803	08/06/2015	5,000.00	0.00	08/18/2015	9440 Whistling Valley		-			No 0000
803-000-0000-22900	Deposits Payable									
2014-803 Total:		5,000.00								
2014-803B	08/06/2015	-50.00	0.00	08/18/2015	Silt Fence Violation		-			No 0000
803-000-0000-22900	Deposits Payable									
2014-803B Total:		-50.00								
ZAWADSKI Total:		4,950.00								
Report Total:		131,729.33								



MAYOR & COUNCIL COMMUNICATION

DATE: August 18, 2015
CONSENT
ITEM #3

AGENDA ITEM: Monthly Assessor Report
SUBMITTED BY: Dan Raboin, City Assessor
THROUGH: Cathy Bendel, Finance Director
REVIEWED BY: Cathy Bendel, Finance Director

SUGGESTED ORDER OF BUSINESS:

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

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

LEGISLATIVE HISTORY/BACKGROUND INFORMATION:

Property splits/plats – 1
Sales collected and viewed – 6
Taxpayer inquiries – 16
Miscellaneous inquiries - 5
Inspections – Residential – 156; Commercial – 5
Building permit reviews – 19
Pictures taken – 178

Other work performed included:

- Monthly meeting with County residential and commercial supervisors

- Input of all inspection and permit work
- Perform sales verifications and land value analysis using MLS and other resources
- Field telephone inquiries

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



MAYOR & COUNCIL COMMUNICATION

DATE: August 18, 2015
CONSENT
ITEM #4
MOTION

AGENDA ITEM: Approve Purchase and installation of 2 new Warning Sirens

SUBMITTED BY: Greg Malmquist, Fire Chief

THROUGH: Greg Malmquist, Fire Chief

REVIEWED BY: Finance Director

SUGGESTED ORDER OF BUSINESS:

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

POLICY RECCOMENDER: Fire Department

FISCAL IMPACT: The purchase and installation of two new warning sirens were budgeted for in the 2015 CIP. The amount in the budget was \$50,000. The actual quotes came in at \$46,049.

SUMMARY AND ACTION REQUESTED: Following a very lengthy and detailed siting process the fire department is seeking approval to move ahead with the purchase and installation of 2 new warning sirens. One will replace an outdated, non-compatible, undersized siren located in the Cimarron Park. The new siren will be relocated to the eastern edge of the park rather than the current location next to the park office. This move to higher ground will bring better coverage to the entire SE area of Lake Elmo. The second siren is a new installation located in the north central portion of the city near the entrance to the Tapestry neighborhood. This siren will provided much needed coverage for that area which presently has no coverage.

This project was reviewed and approved in the CIP portion of the 2015 budget.

LEGISLATIVE HISTORY: Based on the coverage of the current 6 sirens, preferred locations were identified for the additional sirens. Factors taken into account are: proximity of available power, topography (higher ground preferred), available land, impact on surrounding area, aesthetics. The process included meeting with property owners, park management and HOA representatives for their input.

BACKGROUND INFORMATION (SWOT):

Strengths	Provide additional and improved warning siren coverage to all residents of Lake Elmo.
Weaknesses	Adjustment to having siren nearby by residents nearby.
Opportunities	Move toward completion of siren coverage
Threats	Areas with no warning siren coverage. It is possible that there may be additional installation costs from the power company.

RECOMMENDATION: Based on the aforementioned, it is recommended that the budgeted new warning sirens be purchased for \$46,049 as follows:

- All required siren equipment as quoted from Federal Signal - \$27,930
- Installation costs per quote by Ready Watt Electric – Cimarron - \$8,502
- Installation costs per quote by Ready Watt Electric – Julep/Tapestry - \$7,651
- Removal of existing outdated siren in Cimarron - \$1,966
- Note: Additional costs for woodpecker protection will not be necessary

ATTACHMENTS:

- Federal Signal estimate #2915947 for siren equipment
- Ready Watt Electric estimate #15-524 for Cimarron Park warning siren install
- Ready Watt Electric estimate #15-532 for Julep Ave/Tapestry warning siren install
- Siren coverage map



QUOTATION
FEDERAL SIGNAL CORPORATION
Federal Warning Systems

Quotation No.: FWS **41415212**
 Reference quote no. on your order

Name City of Lake Elmo
 Co. Name Fire Chief Greg Malmquist
 Address 3510 Laverne Avenue N
 City, State, Zip Lake Elmo, MN 55042
 Phone No. 651-770-5006
 Fax No. GMalmquist@lakeelmo.org



Date 4/14/2015

Reference _____

CUSTOMER COPY SALESPERSON COPY OFFICE COPY

Item No.	Qty.	Federal Model/Part No.	Description	Net Cost Each	Total Cost
1	2	2001-130	130 db Rotating Mechanical Siren		
2	2	DCFCTBDH	2-Way Digital DC Control/Battery Cabinet		
3			4 Chargers/Motorola CDM-750 Radio/		
4			Sensors/(2) 48VDC Contactors/NEMA		
5			Aluminum Cabinets		
6	2	OMNI	3 db Gain Omnidirectional Antenna		
7	2	AMB-P	Antenna Mounting Bracket - Pole		
8	1	MISC.	Shipping from Factory		
9	1	TOTAL	Equipment & Shipping		\$27,930.00
10					
11			<i>*Does not include installation on Class 2 Wood</i>		
12			<i>Pole with 4 Deep Cycle Batteries</i>		
13			<i>*Does not include Optimization of Commander</i>		
14			<i>Base at Woodbury PD</i>		
15					
16			OPTIONS		
17	2	2001TRBP	Transformer/Rectifier for AC/DC Operation	\$1,600.00	\$3,200.00
18	2	HTR4	4 Battery Warming Blankets Per Siren	\$310.00	\$620.00
19					
20	1	PVS220W-48	Photovoltaic Charging System – 220W Solar		\$3,225.00
21			Panels/Regulators to charge batteries.		
22			Aluminum Pole Mount Frame		

Prices are firm for 30 days from the date of quotation unless shown otherwise. Upon acceptance, prices are firm for _____ (days / months). This quotation is expressly subject to acceptance by Buyer of all Terms stated on the reverse side hereof, and any exception to or modification of such Terms shall not be binding on Seller unless expressly accepted in writing by an authorized agent or Officer of Seller. Any order submitted to Seller on the basis set forth above, in whole or in part, shall constitute an acceptance by Buyer of the Terms on this and the reverse side hereof. Any such order shall be subject to acceptance by Seller in its discretion. If the total price for the items set forth above exceeds \$50,000 then this quotation IS ONLY VALID if countersigned below by a Regional Manager of the Signal Division, Federal Signal Corporation.

F.O.B. University Park, IL
 EST. DEL. WT. _____
 DELIVERY 6 – 8 Weeks (ARO)
 TERMS NET 30 DAYS Equipment
 FREIGHT TERMS See Line Item Above

BY:
 FWS Sales Representative
 ADDRESS: Federal Warning Systems, Inc.
1708 3rd Ave. SE
Rochester, MN 55904
 BY: _____
 Federal Signal / Countersigned
 TITLE: _____

Purchase order MUST be made out to:
 Federal Signal Corporation, Federal Warning Systems, 2645 Federal Signal Drive, University Park, IL 60434

Ready Watt ELECTRIC

21269 Jarvis Street NW
 Nowthen, MN 55330
 Phone 763-241-4944
 Fax 763-241-5245
 www.readywattelectric.com
 rschiller@readywattelectric.com

Estimate

Date	Estimate #
7/28/2015	15-524

Name / Address	
City of Lake Elmo 3800 Laverne Avenue Lake Elmo, MN 55042 Attention: Chief Greg Malmquist	Project
	15-524 Siren Cinarron Park
Description	
<p>Install Cities 2001 DC Siren, controller, antenna on wood pole.</p> <p>Ready Watt Electric will supply and or install wood pole, batteries, electric material, electric permit, labor, bring power from water tower and test siren.</p> <p style="text-align: right;">TOTAL: \$8502.00</p> <p>To woodpecker proof siren pole add \$580.00</p> <p>To remove Siren at Club House and dispose of Add \$1966.00</p> <p>Price does not include Power Co charges, dirt restoration, snow removal or un-augarable soil conditions if any.</p> <p>If there are any additional questions please call me. Bob Schiller 612-282-4840 Over 40 years of Civil Defense Siren experience, installation, maintenance, and consulting.</p>	
<p>We look forward in doing business with you, Bob Schiller, Siren Coordinator 612-282-4840</p>	

ACCEPTANCE OF PROPSAL
 (must be signed and returned for work to begin)
 NOTE: This proposal may be withdrawn by Ready Watt Electric if not accepted with in 15 days.
 The above prices, specifications and conditions are satisfactory and are herby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Ready Watt ELECTRIC

21269 Jarvis Street NW
 Nowthen, MN 55330
 Phone 763-241-4944
 Fax 763-241-5245
 www.readywattelectric.com
 RSchiller@readywattelectric.com

Estimate

Date	Estimate #
7/28/2015	15-532

Name / Address	
City of Lake Elmo 3800 Laverne Avenue Lake Elmo, MN 55042 Attention: Tom Bouthilet	
Project	
15-532 Julep Ave N Siren Install	
Description	
<p>Install Cities FWS 2001 DC Siren on wood pole for over head power.</p> <p>Ready Watt Electric will supply and or install wood pole, batteries, labor, electric material, electric permit ect.</p> <p>To woodpecker proof pole add \$580.00</p> <p>Price does not include Power Company charges, snow removal, dirt restoration, un-augarable soil conditions if any.</p> <p>If there are any additional questions please call me. Bob Schiller 612-282-4840 Over 40 years of Civil Defense Siren experience, installation, maintenance, and consulting.</p>	
We look forward in doing business with you, Bob Schiller, Siren Coordinator 612-282-4840	Total \$7,651.00

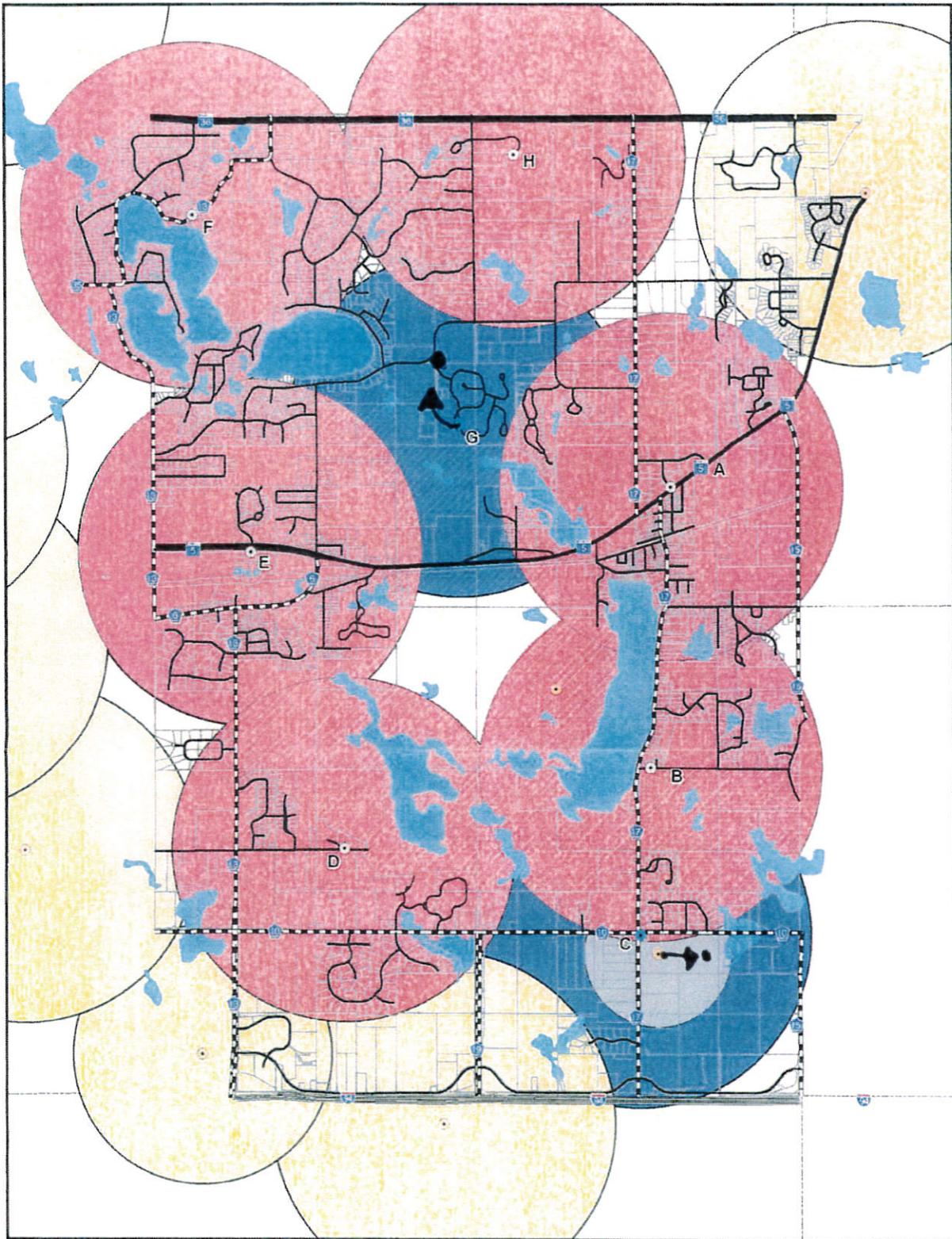
ACCEPTANCE OF PROPSAL

(must be signed and returned for work to begin)

NOTE: This proposal may be withdrawn by Ready Watt Electric if not accepted with in 15 days.

The above prices, specifications and conditions are satisfactory and are herby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

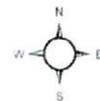
Signature _____



Legend

- AS-BUILT CD SIREN LOCATION
- CD SIREN LOCATIONS**
- PROPOSED
- EXISTING
- LAKE ELMO PARKS
- CD SIREN RANGE**
- EXISTING IN LAKE ELMO
- EXISTING IN OTHER CITIES
- PROPOSED FOR LAKE ELMO
- TO BE REMOVED

CIVIL DEFENSE SIREN PROJECT



JUNE 11, 2007

TKDA
ENGINEERS • ARCHITECTS • PLANNERS



YOR & COUNCIL COMMUNICATION

DATE: August 18, 2015
CONSENT
ITEM #5
MOTION

AGENDA ITEM: Approve Purchase of Park Equipment
SUBMITTED BY: Mike Bouthilet, Director of Public Works
THROUGH: Mike Bouthilet, Director of Public Works
REVIEWED BY: Parks Commission
Maintenance Advisory Committee
Finance Committee
Cathy Bendel, Finance Director

SUGGESTED ORDER OF BUSINESS:

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

POLICY RECOMMENDER: Director of Public Works

FISCAL IMPACT: The 2015 CIP budget included the purchase of a mower for \$50,000 and field maintenance equipment for \$30,000 from the Parks Fund.

It is being proposed to purchase three smaller mowers at a cost of \$34,052 rather than the one large mower as initially proposed at budget time. The Public Works/Parks staff believes it would be more efficient for park maintenance with the summer staff to have multiple mowers available.

It is also being proposed to purchase a new Toolcat at a net cost after trade in of \$29,602.87.

Both items being proposed are less than budgeted and would be funded from the Parks Fund.

SUMMARY AND ACTION REQUESTED: As part of the 2015 budget process, the Parks Commission identified the need to purchase new mowing equipment and a new field

maintenance machine. At that time, there was varying opinions on what would best serve the needs of the parks, so \$50,000 was budgeted for mowers and \$30k for the field maintenance equipment.

After numerous discussions and review by the Maintenance Advisory Committee, it was decided that multiple mowers would better serve the needs for the Park maintenance and that a Toolcat would be the best field maintenance equipment. The plan was to trade in the current 2005 Toolcat to try to keep the net expense as low as possible and a trade in allowance of \$15,000 was offset toward the purchase of the new Toolcat.

Please note that Tri-State Bobcat is a participating vendor in the state purchasing program so no other bids were sought. Multiple bids were obtained for the Mowers and Century Power was willing to price match the lowest bid and our preference was to keep the supplier local if at all possible.

BACKGROUND INFORMATION (SWOT):

Strengths	Upgraded machinery will allow for timely maintenance of the City parks. New machinery will also alleviate repair expenses to older machiner
Weaknesses	Age of machine with no warranty
Opportunities	Unlimited use of the machine if City owned
Threats	Cost of repairs to existing machinery

RECOMMENDATION: Based on the aforementioned, and the support of the MAC (voted 3-0), the staff recommends the following motion be made:

“Move to approve the purchase of the 3 mowers from Century Power for \$34,052 and the new Toolcat from Tri-State Bobcat at a net cost of \$29,602.87 to be funded by the Park Fund”

ATTACHMENT:

1. Century Power Equipment Quote for 3 mowers
2. Tri-State Bobcat Quote for Toolcat 5600 G-Series

CENTURY POWER EQUIPMENT

5920 Memorial Ave N
 Stillwater MN 55082
 651-439-2035
 FAX 651-439-3105



JOHN DEERE

PRICE QUOTE

NAME: CITY OF LAKE ELMO	PHONE: 651 768-4967
ADDRESS: 3800 LAVERNE AVE N	EMAIL: jcolerma@lakeelmo.org
CITY: LAKE ELMO	STATE: MINN
DATE: 3/23/2015	ZIPCODE: 55042

QTY	PRODUCT NUMBER	PRODUCT DESCRIPTION	RETAIL	EXTENDED
2		LZS749EKC72RS 72" EXMARK REAR DISCHARGE AND SEAT SUSPENSION	\$25,176.00	\$20,158.00
1		LZX940EKC606TO 60" EXMARK EFI WITH E-GOV TECHNOLOGY	\$13,799.00	\$11,039.00
1	LZUVQD11	DUMP FROM THE SEAT COLLECTION SYSTEM WITH ULTRA VAC	\$2,999.00	\$2,399.00
1	109-9627	CONNECTION KIT	\$199.00	\$159.00
1	116-8431	OPERATOR CONTROLLED DISCHARGE	\$349.00	\$297.00
3	127-6663	JACK MOUNT RECIEVER N/C		
1	127-6666	TOP WIND JACK N/C		

	SUB TOTAL	\$42,522.00	\$34,052.00
	DISCOUNT	\$8,470.00	
COMMENTS:		TRADE-IN	
		SUB TOTAL	\$34,052.00
		TAX	\$0.00
		SUB TOTAL	\$34,052.00
		PREP	
Quote by: MICHAEL COOK		FREIGHT	
REV.	TOTAL SETUP AND DELIVERED		\$34,052.00



Product Quotation

Quotation Number: 21286D021507v2

Date: 2015-07-29 08:49:55

Ship to	Bobcat Dealer	Bill To
City of Lake Elmo 3800 Laverne Ave N Lake Elmo, MN 55042 Phone: (651) 770-2537 Fax: (651) 777-6530	Tri-State Bobcat, Inc 3101 Spruce St Little Canada MN 55117 Phone: (651) 407-3727 Fax: (651) 217-5770	City of Lake Elmo 3800 Laverne Ave N Lake Elmo, MN 55042 Phone: (651) 770-2537 Fax: (651) 777-6530

Contact: Patrick Schoen Phone: 651-407-3727 Fax: 651-217-5770 Cellular: 612-356-8890 E Mail: patricks@tristatebobcat.com		

Description	Part No	Qty	Price Ea.	Total
Toolcat 5600 G-Series	M1221	1	\$35,304.70	\$35,304.70
Deluxe Road Package	M1221-P01-C01	1	\$1,547.70	\$1,547.70
Cab Enclosure with Heater & Air Conditioning	M1221-R02-C03	1	\$3,242.40	\$3,242.40
High Flow Package	M1221-R03-C02	1	\$1,012.90	\$1,012.90
Keyless Ignition	M1221-R06-C02	1	\$213.50	\$213.50
Heavy Duty Battery	M1221-R07-C02	1	\$56.70	\$56.70
Attachment Control	M1221-R08-C02	1	\$133.00	\$133.00
Power Bob-Tach	M1221-R12-C02	1	\$699.30	\$699.30
Radio Option	M1221-R15-C02	1	\$310.80	\$310.80
Engine Block Heater	M1221-A01-C02	1	\$75.60	\$75.60
Rear Window Guard	7150926	1	\$539.52	\$539.52
Strobe Light	6815259	1	\$229.32	\$229.32
62" General Purpose Bucket	7114585	1	\$476.00	\$476.00
--- Bolt-On Cutting Edge, 62"	6732406	1	\$144.43	\$144.43
Total of Items Quoted				\$43,985.87
Freight Charges				\$617.00
Trade-in	2005 Bobcat 5600 Toolcat s/n 424712129 - 1029 hrs			(\$15,000.00)
Quote Total - US dollars				\$29,602.87

Notes:

All prices subject to change without prior notice or obligation. This price quote supersedes all preceding price quotes. Customer must exercise his purchase option within 30 days from quote date.

Customer Acceptance:

Purchase Order: _____

Authorized Signature:

Print: _____ **Sign:** _____ **Date:** _____



MAYOR & COUNCIL COMMUNICATION

DATE: 8/18/15

Consent

ITEM #6

AGENDA ITEM: Approve Master Subscriber Agreement for MN Court Data Services

SUBMITTED BY: Clark Schroeder

THROUGH: Julie Johnson, City Clerk

REVIEWED BY: Clark Schroeder

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: City Attorney

FISCAL IMPACT: Unknown

SUMMARY AND ACTION REQUESTED: A Resolution, Master Subscriber Agreement and Request Form for Minnesota Government Access have been requested to permit Johnson/Turner Legal to access court records and documents in Washington County electronically.

RECOMMENDATION: Approve Resolution 2015-63 as a Consent Agenda item.

JOHNSON / TURNER — L E G A L —

August 5, 2015

Clark Schroeder
City of Lake Elmo
3800 Laverne Avenue North
Lake Elmo, MN 55042

Re: *City of Lake Elmo – Prosecution (Minnesota Government Access)*

Dear Clark:

Enclosed, please find the following documents that are required to permit our firm to utilize and electronically access court records and court documents in Washington County adult criminal cases:

1. Master Subscriber Agreement for Minnesota Court Data Services for Governmental Agencies;
2. Request Form for Minnesota Government Access (MGA); and
3. Sample Resolution approving the agreements as we are required to provide proof of authority to the State Court Administrator's Office.

I kindly request that you sign the attached documents and return the executed copies to my office in the self-addressed, stamped envelope.

If you have any questions regarding this matter, please do not hesitate to contact me. Thank you.

Sincerely,

JOHNSON / TURNER LEGAL



Sarah B. Sicheneder
SBS/mah

Enclosures

**MASTER SUBSCRIBER AGREEMENT
FOR MINNESOTA COURT DATA SERVICES
FOR GOVERNMENTAL AGENCIES**

THIS AGREEMENT is entered into by and between

City of Lake Elmo

(Government Subscriber Name)

of 3800 Laverne Avenue North, Lake Elmo, MN 55042

(Government Subscriber Address)

(hereinafter "Government Subscriber") and THE STATE OF MINNESOTA

Office of State Court Administration

of 25 Rev. Dr. Martin Luther King Jr. Blvd. St. Paul, Minnesota 55155

(hereinafter "the Court").

Recitals

The Court offers Court Data Services, as defined herein, to Minnesota Government Subscribers as authorized by the Rules of Public Access and Court Order. The Court Data Services are offered to Government Subscribers as governmental units and are offered solely for certain governmental use as permitted herein. Government Subscriber desires to use Court Data Services, and the Court desires to provide the same, to assist Government Subscriber in the efficient performance of its governmental duties as required or authorized by law or court rule in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State or local court or agency or before any self-regulatory body.

Court Data Services are defined in the Definitions section of this Agreement and may involve a one-way or two-way transmission of information between the parties, some of which may include court information that is not accessible to the public pursuant to the Rules of Public Access and which may not be disclosed by Government Subscriber without the prior approval of the appropriate court or record custodian. Government Subscriber agrees herein to limit its access to and use of Court Records and Court Documents through Court Data Services to the Government Subscriber's "Legitimate Governmental Business Need" as defined herein.

Agreement

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements contained herein, the Court and Government Subscriber agree as follows:

1. TERM; TERMINATION; ONGOING OBLIGATIONS.

1.1 Term. This Agreement shall be effective on the date executed by the Court and shall remain in effect according to its terms.

1.2 Termination.

1.2.1 Either party may terminate this Agreement with or without cause by giving written notice to the other party. The effective date of the termination shall be thirty (30) days after the other party's receipt of the notice of termination, unless a later date is specified in the notice. Termination of this Agreement pursuant to Clause 4.5 shall be effective immediately and may occur without prior notice to Government Subscriber.

1.2.2 The provisions of Clauses 5, 6, 8, 9, 10, 12.2, 12.3 and 15 through 24 shall survive any termination of this Agreement, as shall any other provisions that by their nature are intended or expected to survive such termination. Upon termination, the Government Subscriber shall perform the responsibilities set forth in paragraph 8.6 hereof.

1.3 Subsequent Agreement. This Agreement may be superseded by a subsequent agreement between the parties.

2. DEFINITIONS.

2.1 “Agency Account Manager” means the Government Subscriber employee assigned with the tasks of: (1) being the point of contact for communications between Government Subscriber and the Court; (2) maintaining a current list Government Subscriber’s Individual Users and their signed User Acknowledgment Forms and promptly notifying the Court when Government Subscriber’s Individual Users with individual logins should have accounts added or deleted; (3) reporting violations of this agreement by Government Subscriber’s Individual Users and steps taken to remedy violations to the Court.

2.2 “Court Data Services” means one or more of the following services and includes any additional or modified services identified as such on the Justice Agency Resource webpage of the Minnesota Judicial Branch website, which is currently www.mncourts.gov, or other location designated by the Court and/or its affiliates, as the same may be amended from time to time by the Court and/or its affiliates:

2.2.1 “Bulk Data Delivery” means the electronic transmission of Court Records in bulk form from the Court to the Government Subscriber, from one or more of the Court’s databases and through any means of transmission, as described in applicable Policies & Notices and materials referenced therein.

2.2.2 “Court Integration Services” means pre-defined automated transmissions of i) Court Records from the Court’s computer systems to Government Subscriber’s computer systems; and/or ii) Government Subscriber Records from the Government Subscriber’s computer systems to the Court’s computer systems; on a periodic basis or as triggered by pre-determined events, as described in applicable Policies & Notices and materials referenced therein.

2.2.3 “MNCIS Login Accounts” means a digital login account created for and provided to the Government Subscriber for online access to and use of Court Records and Court Documents maintained by the Minnesota Court

Information System (“MNCIS”), as described in applicable Policies & Notices and materials referenced therein.

- 2.3 “Court Data Services Databases”** means any databases and the data therein, used as a source for Court Data Services, together with any documentation related thereto, including without limitation descriptions of the format or contents of data, data schemas, and all related components.
- 2.4 “Court Data Services Programs”** means any computer application programs, routines, transport mechanisms, and display screens used in connection with Court Data Services, together with any documentation related thereto.
- 2.5 “Court Records”** means all information in any form made available by the Court and/or its affiliates to Government Subscriber for the purposes of carrying out this Agreement, including:
- 2.5.0 **“Court Case Information”** means any information in the Court Records that conveys information about a particular case or controversy, including without limitation Court Confidential Case Information and Court Documents, as defined herein.
- 2.5.1 **“Court Confidential Case Information”** means any information in the Court Records (including Court Documents) that is inaccessible to the public pursuant to the Rules of Public Access and that conveys information about a particular case or controversy.
- 2.5.2 **“Court Confidential Security and Activation Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access and that explains how to use or gain access to Court Data Services, including but not limited to login account names, passwords, TCP/IP addresses, Court Data Services user manuals, Court Data Services Programs, Court Data Services Databases, and other technical information.
- 2.5.3 **“Court Confidential Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access, including without limitation both i) Court Confidential Case Information; and ii) Court Confidential Security and Activation Information.
- 2.5.4 **“Court Documents”** means electronic images of documents that are part of or included in a court file.
- 2.6 “DCA”** means the District Court Administrator pursuant to Minnesota Statutes, section 485.01.
- 2.7 “Government Subscriber Records”** means any information in any form made available by the Government Subscriber to the Court and/or its affiliates for the purposes of carrying out this Agreement.
- 2.8 “Government Subscriber’s Individual Users”** means Government Subscriber’s employees or independent contractors whose use or access of Court Data Services,

as well as the access, use and dissemination of Court Records (including Court Documents), is necessary to effectuate the purposes of this Agreement.

- 2.9 “Legitimate Governmental Business Need”** means a requirement, duty or obligation for the efficient performance of governmental tasks or governmental responsibilities and as required or authorized by law or court rule in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State or local court or agency or before any self-regulatory body.
- 2.10 “Policies & Notices”** means the policies and notices published by the Court and/or its affiliates in connection with each of its Court Data Services, on a website or other location designated by the Court and/or its affiliates, as the same may be amended from time to time by the Court and/or its affiliates. Policies & Notices for each Court Data Service, hereby made part of this Agreement by reference, provide additional terms and conditions that govern Government Subscriber’s use of such services, including but not limited to provisions on fees, access and use limitations, and identification of various third party applications, such as transport mechanisms, that Government Subscriber may need to procure separately to use Court Data Services.
- 2.11 “Rules of Public Access”** means the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court, as the same may be amended from time to time, including without limitation lists or tables published from time to time by the Court and/or the SCAO entitled “Limits on Public Access to Case Records” or “Limits on Public Access to Administrative Records,” all of which by this reference are made a part of this Agreement. It is the obligation of Government Subscriber to check from time to time for updated rules, lists, and tables and be familiar with the contents thereof. Such rules, lists, and tables are posted on the main website for the Court, for which the current address is www.mncourts.gov.
- 2.12 “SCAO”** means the State of Minnesota, State Court Administrator's Office.
- 2.13 “This Agreement”** means this Master Subscriber Agreement for Minnesota Court Data Services for Governmental Agencies, including all Exhibits, Policies & Notices, and other documents referenced, attached to, or submitted or issued hereunder.
- 2.14 “Trade Secret Information of SCAO and its licensors”** is defined in sections 8.1, 8.2 and 8.4 of this Agreement.
- 2.15 “User Acknowledgement Form”** means the form attached to this document as Exhibit A, signed by Government Subscriber’s Individual Users to confirm in writing that the Individual User has read and understands the requirements and restrictions in this Agreement.

- 3. DATA ACCESS SERVICES PROVIDED TO GOVERNMENT AGENCY.** Following execution of this Agreement by both parties, Government Subscriber will be offered access to the Court Records (including Court Documents) described in the Government Subscriber Access Chart, which is posted on the Policies & Notices.

4. AUTHORIZED ACCESS, USE, AND DISSEMINATION OF COURT DATA SERVICES AND COURT RECORDS LIMITED; TRAINING; VIOLATIONS; SANCTIONS.

4.1 Authorized Access to Court Data Services and Court Records.

- 4.1.1 Government Subscriber and Government Subscriber's Individual Users shall access only the Court Data Services and Court Records (including Court Documents) necessary for a Legitimate Governmental Business Need.
- 4.1.2 The access of Court Data Services or Court Records (including Court Documents) by Government Subscriber or Government Subscriber's Individual Users for personal or non-official use, or any use that is not a "Legitimate Governmental Business Need" as defined herein, is prohibited.
- 4.1.3 Government Subscriber and Government Subscriber's Individual Users shall not access or attempt to access Court Data Services or Court Records (including Court Documents) in any manner not set forth in this Agreement, Policies & Notices, or other Court Data Services documentation.

4.2 Authorized Use of Court Data Services and Court Records.

- 4.2.1 Government Subscriber and Government Subscriber's Individual Users shall use the Court Data Services and Court Records (including Court Documents) accessed only for a Legitimate Governmental Business Need and according to the instructions provided in corresponding Policies & Notices or other materials.
- 4.2.2 The use of Court Data Services or Court Records (including Court Documents) by Government Subscriber or Government Subscriber's Individual Users for personal or non-official use, or any use that is not a "Legitimate Governmental Business Need" as defined herein, is prohibited.
- 4.2.3 Government Subscriber and Government Subscriber's Individual Users shall not use or attempt to use Court Data Services or Court Records (including Court Documents) in any manner not set forth in this Agreement, Policies & Notices, or other Court Data Services documentation.

4.3 Dissemination of Court Records. Government Subscriber and Government Subscriber's Individual Users shall not share the Court Records (including Court Documents) accessed and data therefrom with third parties and other individuals other than as needed to further a Legitimate Governmental Business Need.

4.4 Training. Government Subscriber shall provide Government Subscriber's Individual Users training in the proper access, use, and dissemination of Court Records (including Court Documents).

4.5 Violations.

- 4.5.1 The access, use, or dissemination of Court Data Services or Court Records (including Court Documents) beyond what is necessary for a Legitimate

Governmental Business Need by Government Subscriber or Government Subscriber's Individual Users is a violation of this Agreement. The access, use or dissemination of Court Data Services or Court Records (including Court Documents) by Government Subscriber or Government Subscriber's Individual Users for personal use is a violation of this Agreement.

4.5.2 Any violation pursuant to Clause 4.5.1, or any unauthorized or attempted access, use or dissemination of Court Data Services, Court Records or Court Documents by Government Subscriber or Government Subscriber's Individual Users shall be grounds for the Court to impose sanctions as described in Clause 4.6 and to terminate this Agreement without prior notice to Government Subscriber and/or Government Subscriber's Individual Users.

4.6 Sanctions.

4.6.1 Sanctions for a violation pursuant to Clause 4.5.1 may be imposed upon a Government Subscriber and/or Government Subscriber's Individual Users and may include the suspension of access or termination of access for Government Subscriber and/or Government Subscriber's Individual Users.

4.6.2 If the Court decides to terminate the access for Government Subscriber and/or Government Subscriber's Individual Users, the Court shall notify the affected party in writing. The termination shall be effective immediately. Prior notice to Government Subscriber and/or Government Subscriber's Individual Users is not required. Reinstatement of the access shall only be upon the written direction of the Court.

5. GUARANTEES OF CONFIDENTIALITY. Government Subscriber agrees:

5.1 To not disclose Court Confidential Information to any third party except where necessary to carry out the Government Subscriber's Legitimate Governmental Business Need as defined in this Agreement.

5.2 To take all appropriate action, whether by instruction, agreement, or otherwise, to insure the protection, confidentiality and security of Court Confidential Information and to satisfy Government Subscriber's obligations under this Agreement.

5.3 To limit the use of and access to Court Confidential Information to Government Subscriber's Individual Users. Government Subscriber shall advise Government Subscriber's Individual Users of the restrictions upon access, use and disclosure contained in this Agreement, requiring each Government Subscriber's Individual User to acknowledge in writing that the individual has read and understands such restrictions. Government Subscriber's Individual Users shall sign the User Acknowledgment Form attached in Exhibit A before accessing Court Data Services.

5.4 That, without limiting Clause 1 of this Agreement, the obligations of Government Subscriber and Government Subscriber's Individual Users with respect to the confidentiality and security of Court Confidential Information shall survive the termination of this Agreement and the termination of their relationship with Government Subscriber.

- 5.5 That, notwithstanding any federal or state law applicable to the nondisclosure obligations of Government Subscriber and Government Subscriber's Individual Users under this Agreement, such obligations of Government Subscriber and Government Subscriber's Individual Users are founded independently on the provisions of this Agreement.
- 5.6 That, a violation of Government Subscriber's agreements contained in this Clause 5, or a violation of those same agreements by Government Subscriber's Individual Users, shall be grounds for the Court to terminate this agreement and Government Subscriber and/or Government Subscriber's Individual Users access to Court Data Services and Court Records (including Court Documents).
6. **APPLICABILITY TO COURT CASE INFORMATION PROVIDED UNDER LEGAL MANDATE AND PREVIOUSLY DISCLOSED COURT RECORDS AND COURT DOCUMENTS.** Subscriber acknowledges and agrees:
- 6.1 **Court Case Information Provided Under Legal Mandate.** When the Court is required to provide Government Subscriber with Court Case Information under a legal mandate and the provision of such data by the Court is not optional or otherwise left to the discretion of the Court, for example in the case of a state statutory reporting requirement, the provisions of this Agreement that govern or restrict Government Subscriber's access to and use of Court Case Information do not apply to the specific data elements identified in the legal mandate, but remain in effect with respect to all other Court Case Information provided by the Court to Government Subscriber. All other provisions of this Agreement remain in full effect, including, without limitation, provisions that govern or restrict Government Subscriber's access to and use of Court Confidential Security and Activation Information.
- 6.2 **Previously Disclosed Court Records and Court Documents.** Without limiting section 6.1, all Court Records and Court Documents disclosed to Government Subscriber prior to the effective date of this Agreement shall be subject to the provisions of this Agreement.
7. **ACKNOWLEDGMENT BY INDIVIDUALS WITH ACCESS TO COURT RECORDS UNDER THIS AGREEMENT.**
- 7.1 **Requirement to Advise Government Subscriber's Individual Users.** To affect the purposes of this Agreement, Government Subscriber shall advise each of Government Subscriber's Individual Users who are permitted to use and/or access Court Data Services and Court Records (including Court Documents) under this Agreement of the requirements and restrictions in this Agreement.
- 7.2 **Required Acknowledgement by Government Subscriber's Individual Users.**
- 7.2.1 Government Subscriber shall require each of Government Subscriber's Individual Users to sign the User Acknowledgement Form (Exhibit A).
- 7.2.2 The User Acknowledgement Forms of current Government Subscriber's Individual Users must be obtained prior to submitting this Agreement to the

Court for approval and shall accompany the submission of this Agreement for approval.

7.2.3 Until the User Acknowledgement Form required in Clause 7.2.1 is signed, a Government Subscriber's Individual User is prohibited from accessing, using or disseminating Court Data Services and Court Records (including Court Documents). The access, use or dissemination of Court Data Services or Court Records (including Court Documents) by a Government Subscriber's Individual User that has not completed a User Acknowledgement Form as required in Clause 7.2.1 is a violation of this Agreement.

7.2.4 Government Subscriber shall keep all such written User Acknowledgment Forms on file while this Agreement is in effect and for one (1) year following the termination of this Agreement. Government Subscriber shall promptly provide the Court with access to, and copies of, such acknowledgements upon request to the Agency Account Manager.

7.2.5 The User Acknowledgment Forms are incorporated herein by reference.

8. LICENSE AND PROTECTION OF PROPRIETARY RIGHTS. During the term of this Agreement, subject to the terms and conditions hereof, the Court, with the permission of the SCAO, hereby grants to Government Subscriber a nonexclusive, nontransferable, limited license to use Court Data Services Programs and Court Data Services Databases to access or receive Court Records (including Court Documents). SCAO and the Court reserve the right to make modifications to the Court Data Services, Court Data Services Programs, and Court Data Services Databases, and related materials without notice to Government Subscriber. These modifications shall be treated in all respects as their previous counterparts.

8.1 Court Data Services Programs. SCAO is the copyright owner and licensor of the Court Data Services Programs. The combination of ideas, procedures, processes, systems, logic, coherence and methods of operation embodied within the Court Data Services Programs, and all information contained in documentation pertaining to the Court Data Services Programs, including but not limited to manuals, user documentation, and passwords, are trade secret information of SCAO and its licensors.

8.2 Court Data Services Databases. SCAO is the copyright owner and licensor of the Court Data Services Databases and of all copyrightable aspects and components thereof. All specifications and information pertaining to the Court Data Services Databases and their structure, sequence and organization, including without limitation data schemas such as the Court XML Schema, are trade secret information of SCAO and its licensors.

8.3 Marks. Government Subscriber shall neither have nor claim any right, title, or interest in or use of any trademark used in connection with Court Data Services, including but not limited to the marks "MNCIS" and "Odyssey."

8.4 Restrictions on Duplication, Disclosure, and Use.

8.4.1 Trade secret information of SCAO and its licensors will be treated by Government Subscriber in the same manner as Court Confidential

Information. In addition, Government Subscriber will not copy any part of the Court Data Services Programs or Court Data Services Databases, or reverse engineer or otherwise attempt to discern the source code of the Court Data Services Programs or Court Data Services Databases, or use any trademark of SCAO or its licensors, in any way or for any purpose not specifically and expressly authorized by this Agreement. As used herein, "trade secret information of SCAO and its licensors" means any information possessed by SCAO which derives independent economic value from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use. "Trade secret information of SCAO and its licensors" does not, however, include information which was known to Government Subscriber prior to Government Subscriber's receipt thereof, either directly or indirectly, from SCAO or its licensors, information which is independently developed by Government Subscriber without reference to or use of information received from SCAO or its licensors, or information which would not qualify as a trade secret under Minnesota law.

8.4.2 It will not be a violation of Clause 8.4 for Government Subscriber to make up to one (1) copy of training materials and configuration documentation for each individual authorized to access, use, or configure Court Data Services, solely for its own use in connection with this Agreement.

8.4.3 Government Subscriber will take all steps reasonably necessary to protect the copyright, trade secret, and trademark rights of SCAO and its licensors and Government Subscriber will advise Government Subscriber's Individual Users who are permitted access to any of the Court Data Services Programs and Court Data Services Databases, and trade secret information of SCAO and its licensors, of the restrictions upon duplication, disclosure and use contained in this Agreement.

8.5 Proprietary Notices. Government Subscriber will not remove any copyright or proprietary notices included in and/or on the Court Data Services Programs or Court Data Services Databases, related documentation, or trade secret information of SCAO and its licensors, or any part thereof, made available by SCAO or the Court, and Government Subscriber will include in and/or on any copy of the Court Data Services Programs or Court Data Services Databases, or trade secret information of SCAO and its licensors and any documents pertaining thereto, the same copyright and other proprietary notices as appear on the copies made available to Government Subscriber by SCAO or the Court, except that copyright notices shall be updated and other proprietary notices added as may be appropriate.

8.6 Title; Return. The Court Data Services Programs and Court Data Services Databases, and related documentation, including but not limited to training and configuration material, if any, and logon account information and passwords, made available by the Court and SCAO to Government Subscriber hereunder, and all copies, including partial copies, thereof are and remain the property of the respective licensor. Within ten days of the effective date of termination of this Agreement, Government Subscriber shall either: (i) uninstall and return any and all copies of the applicable Court Data Services Programs and Court Data Services Databases, and related documentation, including but not limited to training and configuration

materials, if any, and logon account information; or (2) destroy the same and certify in writing to the Court that the same have been destroyed.

8.7 Reasonable Security Measures. The Court may add reasonable security measures including, but not limited to, a time-out feature, to Court Data Services Programs.

- 9. INJUNCTIVE RELIEF; LIABILITY.** Government Subscriber acknowledges that the Court, SCAO, SCAO's licensors, and DCA will be irreparably harmed if Government Subscriber's obligations under this Agreement are not specifically enforced and that the Court, SCAO, SCAO's licensors, and DCA would not have an adequate remedy at law in the event of an actual or threatened violation by Government Subscriber of its obligations. Therefore, Government Subscriber agrees that the Court, SCAO, SCAO's licensors, and DCA shall be entitled to an injunction or any appropriate decree of specific performance for any actual or threatened violations or breaches by Government Subscriber or Government Subscriber's Individual Users without the necessity of the Court, SCAO, SCAO's licensors, or DCA showing actual damages or that monetary damages would not afford an adequate remedy. Unless Government Subscriber is an office, officer, agency, department, division, or bureau of the state of Minnesota, Government Subscriber shall be liable to the Court, SCAO, SCAO's licensors, and DCA for reasonable attorney's fees incurred by the Court, SCAO, SCAO's licensors, and DCA in obtaining any relief pursuant to this Agreement.
- 10. COMPROMISE LIABILITY.** Government Subscriber and the Court agree that, except as otherwise expressly provided herein, each party will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of any others and the results thereof. Liability shall be governed by applicable law. Without limiting the foregoing, liability of the Court and any Government Subscriber that is an office, officer, agency, department, division, or bureau of the state of Minnesota shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes, section 3.376, and other applicable law. Without limiting the foregoing, if Government Subscriber is a political subdivision of the state of Minnesota, liability of the Subscriber shall be governed by the provisions of Minn. Stat. Ch. 466 (Tort Liability, Political Subdivisions) or other applicable law.
- 11. AVAILABILITY.** Specific terms of availability shall be established by the Court and set forth in the Policies & Notices. The Court reserves the right to terminate this Agreement immediately and/or temporarily suspend Government Subscriber's approved Court Data Services in the event the capacity of any host computer system or legislative appropriation of funds is determined solely by the Court to be insufficient to meet the computer needs of the courts served by the host computer system. Monthly fees, if any, shall be prorated only for periods of suspension or upon termination of this Agreement.
- 12. ADDITIONAL USER OBLIGATIONS.** The obligations of the Government Subscriber set forth in this section are in addition to the other obligations of the Government Subscriber set forth elsewhere in this Agreement.
- 12.1 Judicial Policy Statement.** Government Subscriber agrees to comply with all policies identified in applicable Policies & Notices. Upon failure of the Government Subscriber to comply with such policies, the Court shall have the option of immediately suspending or terminating the Government Subscriber's Court Data Services on a temporary basis and/or immediately terminating this Agreement.

12.2 Access and Use; Log.

- 12.2.1 Government Subscriber shall be responsible for all access to and use of Court Data Services and Court Records (including Court Documents) by Government Subscriber's Individual Users or by means of Government Subscriber's equipment or passwords, whether or not Government Subscriber has knowledge of or authorizes such access and use.
- 12.2.2 Government Subscriber shall also maintain a log identifying all persons to whom Government Subscriber has disclosed its Court Confidential Security and Activation Information, such as user ID(s) and password(s), including the date of such disclosure. Government Subscriber shall maintain such logs while this Agreement is in effect and for a period of one (1) year following termination of this Agreement. Government Subscriber shall promptly provide the Court with access to, and copies of, such logs upon request.
- 12.2.3 Government Subscriber, through the Agency Account Manager, shall promptly notify the Court when Government Subscriber's Individual Users with individual logins should have accounts added or deleted. Upon Government Subscriber's failure to notify the Court of these changes, the Court may terminate this Agreement without prior notice to Government Subscriber.
- 12.2.4 The Court may conduct audits of Government Subscriber's logs and use of Court Data Services and Court Records (including Court Documents) from time to time. Upon Government Subscriber's failure to maintain such logs, to maintain accurate logs, or to promptly provide access by the Court to such logs, the Court may terminate this Agreement without prior notice to Government Subscriber.

12.3 Personnel. Government Subscriber agrees to investigate (including conducting audits), at the request of the Court, allegations of misconduct pertaining to Government Subscriber's Individual Users having access to or use of Court Data Services, Court Confidential Information, or trade secret information of the SCAO and its licensors where such persons violate the provisions of this Agreement, Policies & Notices, Judicial Branch policies, or other security requirements or laws regulating access to the Court Records. Government Subscriber, through the Agency Account Manager, agrees to notify the Court of the results of such investigation, including any disciplinary actions, and of steps taken to prevent further misconduct. Government Subscriber agrees to reimburse the Court for costs to the Court for the investigation of improper use of Court Data Services, Court Records (including Court Documents), or trade secret information of the SCAO and its licensors.

13. FEES AND INVOICES. Applicable monthly fees commence ten (10) days after notice of the Court's approval of this Agreement or upon the initial Government Subscriber transaction as defined in the Policies & Notices, whichever occurs earlier. When fees apply, the State shall invoice Government Subscriber on a monthly basis for charges incurred in the preceding month and applicable taxes, if any, and payment of all amounts shall be due upon receipt of invoice. If all amounts are not paid within thirty (30) days of the date of the invoice, the Court may immediately cancel this Agreement without notice to Government

Subscriber and pursue all available legal remedies. Government Subscriber certifies that funds have been appropriated for the payment of charges under this Agreement for the current fiscal year, if applicable.

14. **MODIFICATION OF FEES.** SCAO may modify the fees by amending the Policies & Notices as provided herein, and the modified fees shall be effective on the date specified in the Policies & Notices, which shall not be less than thirty (30) days from the publication of the Policies & Notices. Government Subscriber shall have the option of accepting such changes or terminating this Agreement as provided in section 1 hereof.
15. **WARRANTY DISCLAIMERS.**
 - 15.1 **WARRANTY EXCLUSIONS.** EXCEPT AS SPECIFICALLY AND EXPRESSLY PROVIDED HEREIN, COURT, SCAO, SCAO'S LICENSORS, AND DCA MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY, NOR ARE ANY WARRANTIES TO BE IMPLIED, WITH RESPECT TO THE INFORMATION, SERVICES OR COMPUTER PROGRAMS MADE AVAILABLE UNDER THIS AGREEMENT.
 - 15.2 **ACCURACY, COMPLETENESS AND AVAILABILITY OF INFORMATION.** WITHOUT LIMITING THE GENERALITY OF THE PRECEDING PARAGRAPH, COURT, SCAO, SCAO'S LICENSORS, AND DCA MAKE NO WARRANTIES AS TO THE ACCURACY OR COMPLETENESS OF THE INFORMATION CONTAINED IN THE COURT RECORDS. THE COURT IS NOT LIABLE FOR ANY COURT RECORDS OR COURT DOCUMENTS NOT AVAILABLE THROUGH COURT DATA SERVICES DUE TO COMPUTER OR NETWORK MALFUNCTION, MISTAKE OR USER ERROR.
16. **RELATIONSHIP OF THE PARTIES.** Government Subscriber is an independent contractor and shall not be deemed for any purpose to be an employee, partner, agent or franchisee of the Court, SCAO, SCAO'S licensors, or DCA. Neither Government Subscriber nor the Court, SCAO, SCAO'S licensors, or DCA shall have the right nor the authority to assume, create or incur any liability or obligation of any kind, express or implied, against or in the name of or on behalf of the other.
17. **NOTICE.** Except as provided in Clause 2 regarding notices of or modifications to Court Data Services and Policies & Notices, and in Clauses 13 and 14 regarding notices of or modification of fees, any notice to Court or Government Subscriber hereunder shall be deemed to have been received when personally delivered in writing or seventy-two (72) hours after it has been deposited in the United States mail, first class, proper postage prepaid, addressed to the party to whom it is intended at the address set forth on page one of this Agreement or at such other address of which notice has been given in accordance herewith.
18. **NON-WAIVER.** The failure by either Party at any time to enforce any of the provisions of this Agreement or any right or remedy available hereunder or at law or in equity, or to exercise any option herein provided, shall not constitute a waiver of such provision, remedy or option or in any way affect the validity of this Agreement. The waiver of any default by

either Party shall not be deemed a continuing waiver, but shall apply solely to the instance to which such waiver is directed.

19. **FORCE MAJEURE.** Neither party shall be responsible for failure or delay in the performance of their respective obligations hereunder caused by acts beyond their reasonable control.
20. **SEVERABILITY.** Every provision of this Agreement shall be construed, to the extent possible, so as to be valid and enforceable. If any provision of this Agreement so construed is held by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, such provision shall be deemed severed from this Agreement, and all other provisions shall remain in full force and effect.
21. **ASSIGNMENT AND BINDING EFFECT.** Except as otherwise expressly permitted herein, neither Party may assign, delegate and/or otherwise transfer this Agreement or any of its rights or obligations hereunder without the prior written consent of the other. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns, including any corporation or other legal entity into, by or with which Government Subscriber may be merged, acquired or consolidated or which may purchase the entire assets of Government Subscriber.
22. **GOVERNING LAW.** This Agreement shall in all respects be governed by and interpreted, construed and enforced in accordance with the laws of the United States and of the State of Minnesota.
23. **VENUE AND JURISDICTION.** Any action arising out of or relating to this Agreement, its performance, enforcement or breach will be venued in a state or federal court situated within the State of Minnesota. Government Subscriber hereby irrevocably consents and submits itself to the personal jurisdiction of said courts for that purpose.
24. **INTEGRATION.** This Agreement sets forth the entire Agreement and understanding between the Parties regarding the subject matter hereof and supersedes any prior representations, statements, proposals, negotiations, discussions, understandings, or agreements regarding the same subject matter. Except as otherwise expressly provided in Clause 2 regarding Court Data Services and Policies & Notices, and in Clauses 13 and 14 regarding fees, any amendments or modifications to this Agreement shall be in writing signed by both Parties.
25. **MINNESOTA DATA PRACTICES ACT APPLICABILITY.** If Government Subscriber is a Minnesota Government entity that is subject to the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, Government Subscriber acknowledges and agrees that: (1) the Court is not subject to Minn. Stat. Ch. 13 (*see* section 13.90) but is subject to the Rules of Public Access and other rules promulgated by the Minnesota Supreme Court; (2) Minn. Stat. section 13.03, subdivision 4(e) requires that Government Subscriber comply with the Rules of Public Access and other rules promulgated by the Minnesota Supreme Court for access to Court Records provided under this Agreement; (3) the use of and access to Court Records may be restricted by rules promulgated by the Minnesota Supreme Court, applicable state statute or federal law; and (4) these applicable restrictions must be followed in the appropriate circumstances.

IN WITNESS WHEREOF, the Parties have, by their duly authorized officers, executed this Agreement, intending to be bound thereby.

1. GOVERNMENT SUBSCRIBER
Government Subscriber must attach documented verification of authority to sign on behalf of and bind the entity, such a council resolution, board authority or legally binding decision maker and attach same as Exhibit B.

By _____
(SIGNATURE)

Date _____

Name (typed) Clark Schroeder

Title Interim City Administrator

Office City of Lake Elmo

2. THE COURT

By _____
(SIGNATURE)

Date _____

Title CIO/Director

Office Information Technology
Division of State Court
Administration

3. Form and execution approved
for Court by:

By: _____
(SIGNATURE)

Title: Staff Attorney - Legal Counsel Division

Date: _____



MAYOR & COUNCIL COMMUNICATION

DATE: August 18, 2015
REGULAR
ITEM # 7

AGENDA ITEM: 5th Street Design Standards – Approve Landscaping and Lighting Design

SUBMITTED BY: Jack Griffin, City Engineer

THROUGH: Clark Schroeder, City Administrator

REVIEWED BY: Kyle Klatt, Community Development Director
Mike Bouthilet, Public Works
Cathy Bendel, Finance Director
Ryan Stempksi, Assistant City Engineer

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: Planning / Engineering.

FISCAL IMPACT: No immediate impact.

The 5th Street Design Standards inform the developers how to design and construct 5th Street within each of their respective development projects. At this time, there is no City cost contribution for these improvements.

SUMMARY AND ACTION REQUESTED:

The City Council is respectfully requested to consider approving the Landscaping and Lighting Design details to be incorporated into the 5th Street Design Standards. If removed from the Consent Agenda, the recommended motion for this action is as follows:

“Move to approve the Landscaping and Lighting Design details to be incorporated into the 5th Street Design Standards to inform the design and construction for all portions of the 5th Street North MSA Collector Street from Inwood Avenue to Manning Avenue.”

LEGISLATIVE HISTORY/BACKGROUND INFORMATION:

5th Street North from CSAH 13 (Inwood Avenue) to CSAH 15 (Manning Avenue) will become the backbone of future development along the I94 corridor, essentially becoming the primary access in and out of the future neighborhoods and commercial properties. The street will be designed to meet State Aid Urban Design standards [8820.9936] with a 40 mph posted speed and is projected to carry 5,000 vehicles per day on average by year 2030.

The quality of the street and its connections are critically important. The purpose of the proposed street standards are to 1) improve the function and appearance of the street, 2) encourage pedestrian and bicycle use, and 3) reduce the potential for speeding. From a Community Development perspective, the design of 5th Street is intended to provide a consistent street plan from Manning Avenue to Inwood Avenue that serves to connect the various unique neighborhoods using a common design theme.

Over the past year City staff has been working to develop and finalize Design Standards and Guidelines to inform the design and construction details for 5th Street. A council workshop was held on August 11, 2015 to present the final landscaping and street light details. The details have been updated to incorporate the input received at this workshop.

RECOMMENDATION:

Staff is recommending that the City Council approve the Landscaping and Lighting Design details to be incorporated into the 5th Street Design Standards. If removed from the Consent Agenda, the recommended motion for this action is as follows:

“Move to approve the Landscaping and Lighting Design details to be incorporated into the 5th Street Design Standards to inform the design and construction for all portions of the 5th Street North MSA Collector Street from Inwood Avenue to Manning Avenue.”

ATTACHMENT(S):

1. 5th Street Collector Design Guidelines.
2. Street Boulevard Landscape Plan detail.
3. Center Median Landscape Plan detail.
4. Evans light pole and fixture exhibit.

5TH STREET COLLECTOR DESIGN GUIDELINES

5th Street North from CSAH 13 (Inwood Avenue) to CSAH 15 (Manning Avenue) will become the backbone of future development along the I94 corridor, essentially becoming the primary access in and out of the future neighborhoods and commercial properties. The quality of the street and its connections are critically important. The purpose of the proposed street standards are to 1) improve the function and appearance of the street, 2) encourage pedestrian and bicycle use, and 3) reduce the potential for speeding. From a Community Development perspective, the design of 5th Street is intended to provide a consistent street plan from Manning Avenue to Inwood Avenue that serves to connect the various unique neighborhoods using a common design theme.

2030 PROJECTED ADT is 5,000 [Transportation Plan]. 4-lane road not required in foreseeable future.
STATE AID URBAN DESIGN [8820.9936] – Collector with ADT > 10,000; 40 mph design speed and posted speed.

TYPICAL SECTION

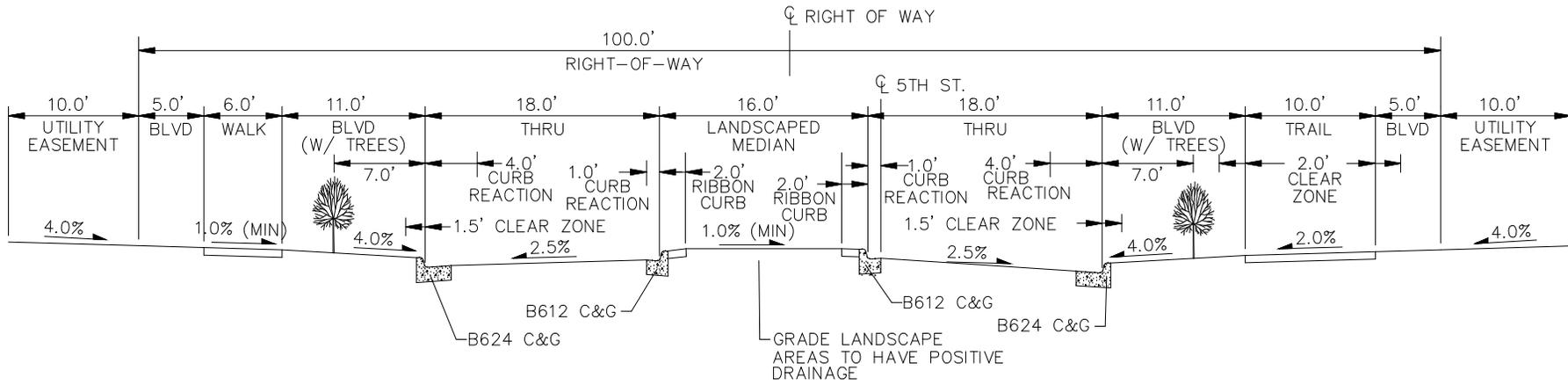
- Minimum R/W is 100 feet. **PLUS** 10-ft utility easements/clear zones on each side of the street.
- Two-lane Parkway design with 16 foot center landscaped median.
- Through Lanes must be 18 feet wide from face-face with 4-foot curb reaction zones.
- Median curb reaction zone is 1 foot on either side.
- Minimum median width with turn lanes is 4 feet hardscaped.
- Posted speed is 40 mph. Requires 1.5 foot minimum clearance from face of curb to fixed objects.
- No on-street parking. If parking is incorporated, minimum parking lane width is 10 feet.
- No super elevation. Maintain 2.5% cross slopes on curves.
- Minimum horizontal centerline curvature is 667 feet.
- Pavement Section must meet minimum 10 ton design. Geotechnical Report required to verify minimum pavement City section or recommend increased pavement section.

ACCESS SPACING AND INTERSECTION REQUIREMENTS

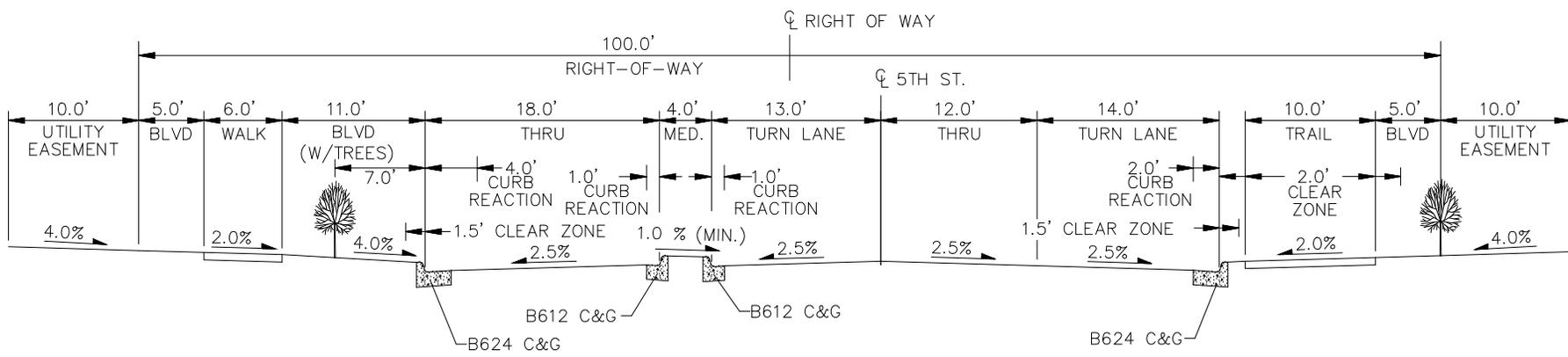
- Residential driveways prohibited.
- Commercial driveways, non-continuous streets, and continuous local streets every 660 feet.
- Collector streets every 1,320 feet. Arterial streets every 2,640 feet.
- Left turn lanes required at all full access intersections.
- Right turn lanes required for all non-residential areas and residential areas with 25 units or greater.

AMENITIES

- North side Bituminous Trail. 10 foot minimum with 2 foot clear zone.
- South side Concrete Sidewalk. 6 foot minimum with 2 foot clear zone.
- Landscaping elements (See 5th Street Center Median and Boulevard Landscape Plan Details):
 - Center landscape median. Center median lined with 2 foot wide concrete ribbon curb. Landscape area to be planted with Little Blue Stem, Butterfly Candy and Daffodil Bulbs grouped at nodes.
 - Boulevards to include boulevard trees and sod. Trees to be placed 7 feet behind face of curb, spaced every 40 feet on both sides. Boulevard trees to be Oak, Maple or Elm, minimum 4-inch caliper.
 - Turf sod to be located from back of curb to 5 feet behind trail or sidewalk. Prairie sod may be used for remaining R/W.
 - Site Irrigation required for boulevard areas.
 - Drip irrigation required for center landscaped medians.
- Theming Elements:
 - Street Lighting to include Xcel Energy 'Evans' style lamp on 30 ft. poles. Light Poles to be placed at intersections and every 250 feet apart on alternating sides of the street.
 - White post and rail fencing is encouraged along 5th Street at major intersections.



5TH STREET COLLECTOR
TYPICAL



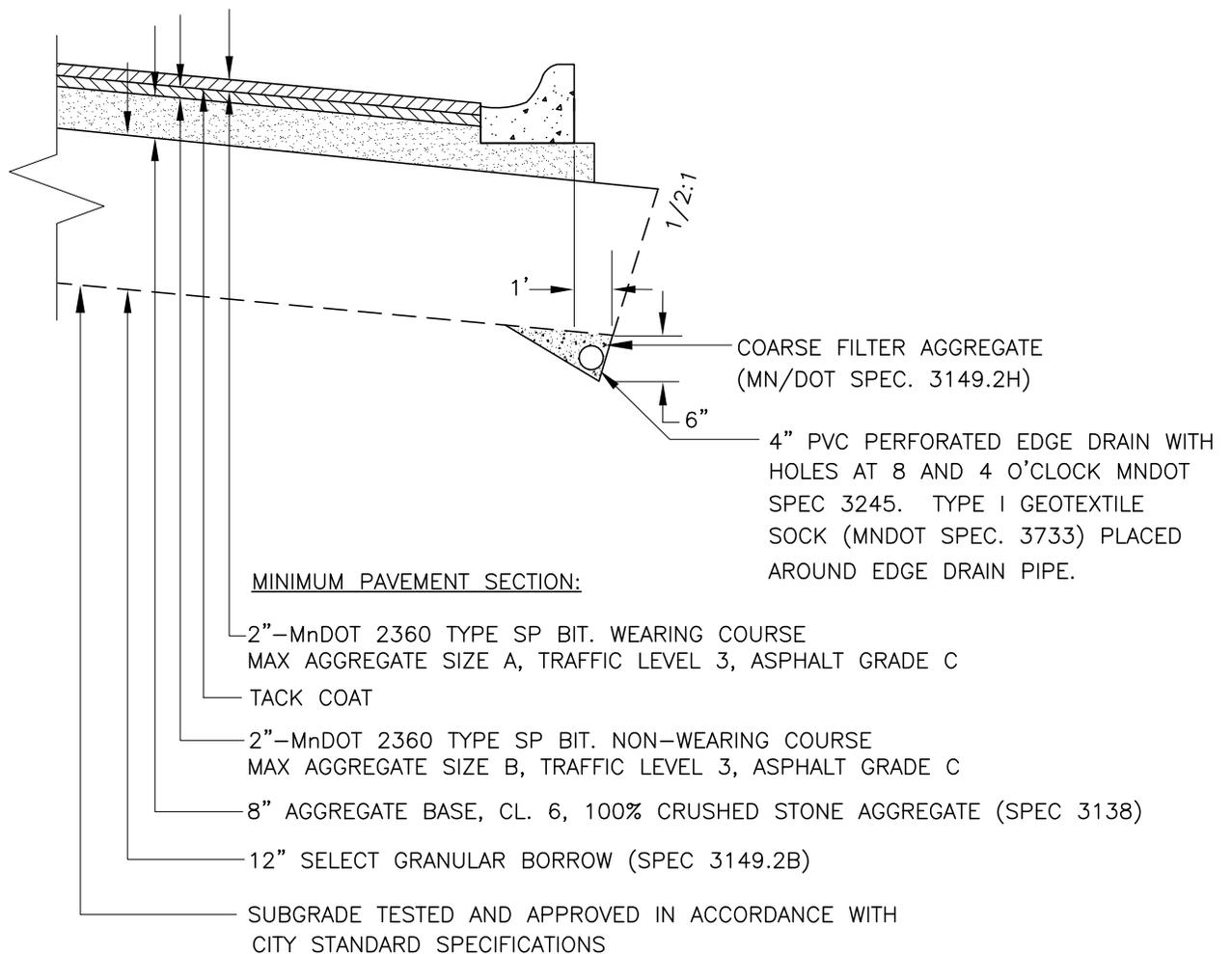
5TH STREET COLLECTOR
AT INTERSECTION



**5TH STREET
STANDARD DETAILS**

JUNE 2015

COLLECTOR TYPICAL SECTIONS



NOTE:

1. TACK FACE OF GUTTER PRIOR TO BOTH LIFTS OF BITUMINOUS
2. 4" PVC PERFORATED EDGE DRAIN REQUIRED AT ALL LOW POINTS. EDGE DRAIN DESIGN PER APPROVAL OF CITY ENGINEER.

10-TON DESIGN MINIMUM

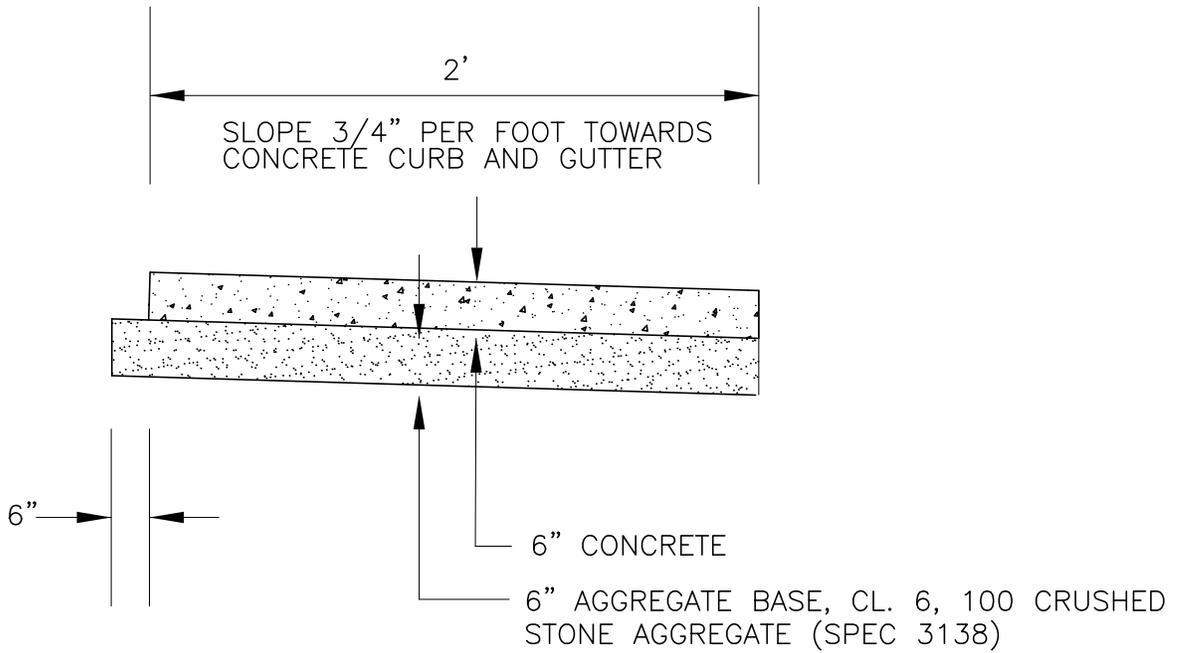
GEOTECHNICAL REPORT REQUIRED TO VERIFY MINIMUM PAVEMENT CITY SECTION OR RECOMMEND INCREASED PAVEMENT SECTION.



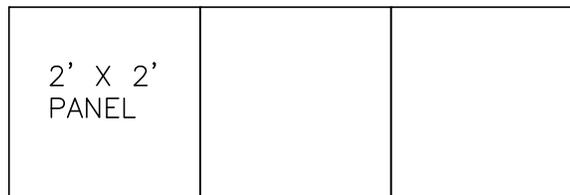
**5TH STREET
STANDARD DETAILS**

MARCH 2015

**MINIMUM PAVEMENT
SECTION**



RIBBON CURB DETAIL



NOTE:

1. TOOL JOINTS 2' O/C.

CONCRETE MEDIAN DETAIL



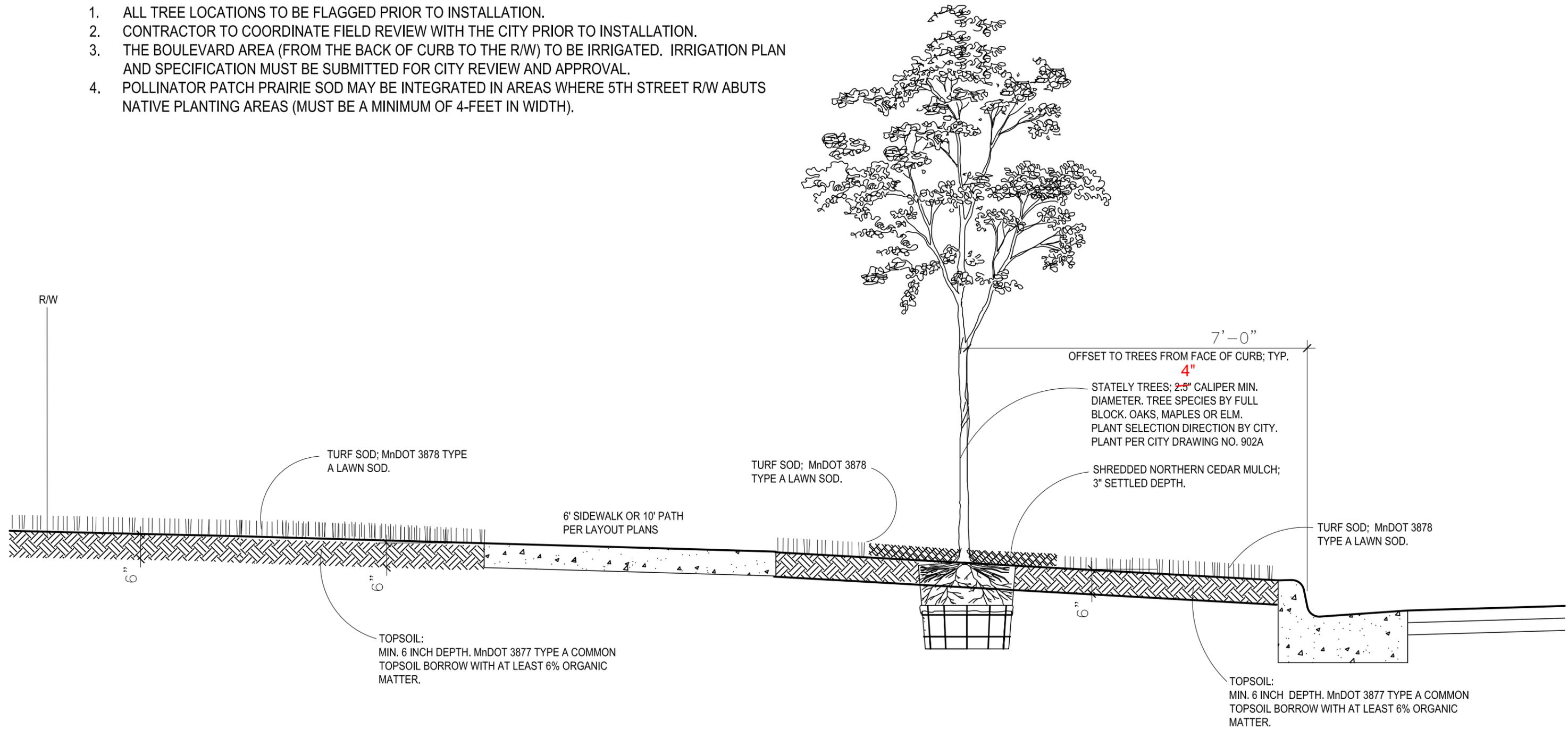
5TH STREET
STANDARD DETAILS

MARCH 2015

STREET MEDIAN
CONCRETE
SURFACING

ADDITIONAL PLANTING NOTES:

1. ALL TREE LOCATIONS TO BE FLAGGED PRIOR TO INSTALLATION.
2. CONTRACTOR TO COORDINATE FIELD REVIEW WITH THE CITY PRIOR TO INSTALLATION.
3. THE BOULEVARD AREA (FROM THE BACK OF CURB TO THE R/W) TO BE IRRIGATED. IRRIGATION PLAN AND SPECIFICATION MUST BE SUBMITTED FOR CITY REVIEW AND APPROVAL.
4. POLLINATOR PATCH PRAIRIE SOD MAY BE INTEGRATED IN AREAS WHERE 5TH STREET R/W ABUTS NATIVE PLANTING AREAS (MUST BE A MINIMUM OF 4- FEET IN WIDTH).



5TH STREET
STANDARD DETAILS

AUGUST 2015

STREET BOULEVARD LANDSCAPE PLAN



MAYOR & COUNCIL COMMUNICATION

DATE: 8/18/15

Consent

ITEM #8

AGENDA ITEM: Approve Resolution Concerning Tartan Park

SUBMITTED BY: Dave Snyder, City Attorney

THROUGH: Julie Johnson, City Clerk

REVIEWED BY: Dave Snyder, City Attorney

SUGGESTED ORDER OF BUSINESS:

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

POLICY RECOMMENDER: City Attorney

FISCAL IMPACT: Unknown

SUMMARY AND ACTION REQUESTED: At the August 4, 2015 City Council Meeting, the City Council directed the City Attorney to prepare a Resolution summarizing the City's position on the disposition of Tartan Park.

RECOMMENDATION: Approve Resolution 2015-64 as a Consent Agenda item.

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

RESOLUTION NO. 2015 - 64

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE ELMO
RELATING TO THE TARTAN PARK FACILITY**

**THE CITY COUNCIL OF THE CITY OF LAKE ELMO, MINNESOTA DOES HEREBY
RESOLVE AS FOLLOWS:**

WHEREAS, The Tartan Park Facility lies within the City of Lake Elmo. It is comprised of approximately 483 acres and as such is one of the largest privately owned contiguous parcels of land within the City; and,

WHEREAS, Tartan Park has been in 3M Corporation ownership for over 50 years; and,

WHEREAS, Tartan Park was first used as a corporate retreat center and more recently as a publicly accessible but still privately-owned and operated corporate, recreational and park facility; and,

WHEREAS, the Tartan Park facility is comprised of, among other things, an active private commercial golf course of 27 holes, a clubhouse, including a golf pro shop, banquet halls, and eight (8) conference rooms, open space, five (5) picnic pavilions, three (3) playgrounds, twelve (12) tennis courts, six (6) softball fields, an archery range, six (6) sand volleyball courts, six (6) horseshoe pits, and a heated and cooled maintenance facility; and,

WHEREAS, the Tartan Park operation has served as a resource to members of the community, including some City residents for decades and the City of Lake Elmo has worked to enhance its status as an ongoing and functioning resource to the City, which contributes to the tax base of the City; and,

WHEREAS, recently the City, as well as Washington County, have been notified that 3M, the Owner of The Tartan Park Facility, has begun consideration and pursuit of alternative uses and ownership for it and that 3M intends to close the facility. Uses which have been discussed include, but are not limited to, preservation of open space areas, continuation of business uses like the golf course, and possible continuation of recreational and other uses.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAKE ELMO, COUNTY OF WASHINGTON, MINNESOTA, that the City directs and orders as follows:

1. That the City Council of The City of Lake Elmo, united in its desire to cooperatively explore both continuation, expansion and preservation of existing uses as well as potentially new uses upon the Tartan Park Facility, states as follows:

- a. That the City values the many functions which Tartan Park has served historically, which it has evolved to offer today and those which it may offer in the future;
- b. That the City invites the active participation of Washington County, 3M and other interested parties and stakeholders to meet with it and to jointly communicate, plan and assist each other in maximizing opportunities for this resource and the City commits to leading, facilitating and concluding that process expeditiously.
- c. That the City commits to working to enhance the benefits to Washington County, 3M and others by exploring a balance of uses upon the facility.
- d. In the interest of expediting these communications, the City Council designates two of its members to act, jointly, as liaisons and requests their leadership on matters relating to the Tartan Park Facility.

ADOPTED BY THE LAKE ELMO CITY COUNCIL ON THE 18th DAY OF AUGUST, 2015.

EFFECTIVE DATE: _____

Approved:

CITY OF LAKE ELMO

ATTEST:

By: _____
Mike Pearson
Mayor

Julie Johnson
City Clerk

By: _____
Anne Smith
Council Member

By: _____
Justin Bloyer
Council Member

By: _____
Julie Fliflet
Council Member

By: _____
Jill Lundgren
Council Member



MAYOR & COUNCIL COMMUNICATION

DATE: 8/18/15

Consent

ITEM #9

AGENDA ITEM: Approve Appointment of New Maintenance Advisory Committee Members

SUBMITTED BY: Mike Bouthilet, Public Works Superintendent

THROUGH: Julie Johnson, City Clerk

REVIEWED BY: Mike Bouthilet, Public Works Superintendent

SUGGESTED ORDER OF BUSINESS:

- Introduction of Item Public Works Superintendent
- Report/Presentation.....Public Works Superintendent
- 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 Superintendent

FISCAL IMPACT: None

SUMMARY AND ACTION REQUESTED: Requesting Council approval to appoint Dan Larson and Steve Chelbeck to the Maintenance Advisory Committee.

RECOMMENDATION: Approve Appointments via the Consent Agenda.



Application for Maintenance Advisory Committee

Please return to City Clerk's Office

Date: 7-29-15 Name: Dan Larson

Occupation: mechanic Address: 2933 Lisbon Ave N
Lake Elmo MN 55042

Phone Number: 651-999-9293 Email: sk1n112164@gmail.com

1. Why are you interested in serving on the Maintenance Advisory Committee?

to help out the community

2. What experience and qualifications do you have that demonstrate your ability to support the Purpose and Scope of the Maintenance Advisory Committee?

Owner of Larson Diesel Service, work on Equipment owned
By L.E. Public works

Thank You for your interest in the Lake Elmo Maintenance Advisory Committee


Application for Maintenance Advisory Committee

Please return to City Clerk's Office

Date: 8-14-15 Name: Steve chlebeck

Occupation: Retired Address: 9692 57th st.
Hydraulic sales Tech.

Phone Number: 651- 770-3286 Email: _____
cell 612-867-2345 schlebeck@forceamerica.com

1. Why are you interested in serving on the Maintenance Advisory Committee?

I would like to get more involved and give more back to our city. I have been around Equipment all my life and worked with many cities and countries on Hydraulic's and other items.

2. What experience and qualifications do you have that demonstrate your ability to support the Purpose and Scope of the Maintenance Advisory Committee?

For the last 39 year's I have worked For a company called Force America. This company spends time with cities, counties & states on Equipment related to snow & ice removal. We design control's to monitor the salt that is dropped on the roads & liquid systems. I am well versed in other Equipment also.
Steve chlebeck.

Thank You for your interest in the Lake Elmo Maintenance Advisory Committee



MAYOR & COUNCIL COMMUNICATION

DATE: 8/13/15
CONSENT
ITEM # 10

AGENDA ITEM: Expansion of Lake Elmo Public Library Meeting Room

SUBMITTED BY: Nate Deprey, Library Director

THROUGH: Clark Schroeder, Interim City Administrator

REVIEWED BY: City Council / Staff

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: (Council, Commission, Committee, Citizen Group, Staff)
Lake Elmo Library Board

FISCAL IMPACT: (Include Labor and Time Costs) Not counting the cost of a new projector and sound system for the meeting room the project has a cost of between \$13,242.00 and \$17,726.00 and will be paid out of the library’s general operating fund.

SUMMARY AND ACTION REQUESTED: _Allowing the wall separating the meeting room and suite 170 within the Lake Elmo Public Library to be removed. This would expand the size of our meeting room significantly. Additionally, the partition we hope to include in this project would allow the library the flexibility to have two small meetings at the same time as well as provide a larger space for library and community programs.

LEGISLATIVE HISTORY: (How we got here) The Lake Elmo Library Board has long wanted to expand the meeting room and when the tenant renting suite 170 vacated at the end of July freeing up the space. The board quickly moved to declare suite 170 library space and we sought a bid for the project.

BACKGROUND INFORMATION (SWOT):

Strengths	(Should Include Options for Improvement & Best Practices)
Weaknesses	(Should Include Identification of Waste / Inefficiency)
Opportunities	(Should Include Areas for Reduction in Bureaucracy / Obsolescence)
Threats	(Should Include Any Major Pitfall / Potholes)

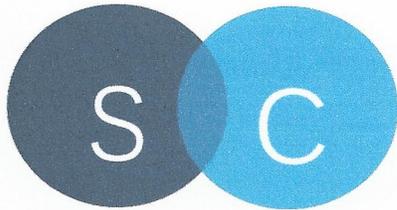
RECOMMENDATION: Based on the aforementioned, the staff recommends and appropriate guiding motion.

This project will improve the services we are able provide the community and will expand the types of programs we are able to offer. I believe the project is an excellent use of library funds and city building space.

Nate Deprey

Director

Lake Elmo Public Library



Commercial Construction

ShaneCon Inc.
 8483 27th St. North
 Lake Elmo, MN 55042
 License # BC694940
 Direct (651) 493-4643
 Mobile (651) 747-7507
 shaneweis@shanecon.com

Project: **Lake Elmo Library**
Meeting Room Partition with Hall Closet
8/11/2015

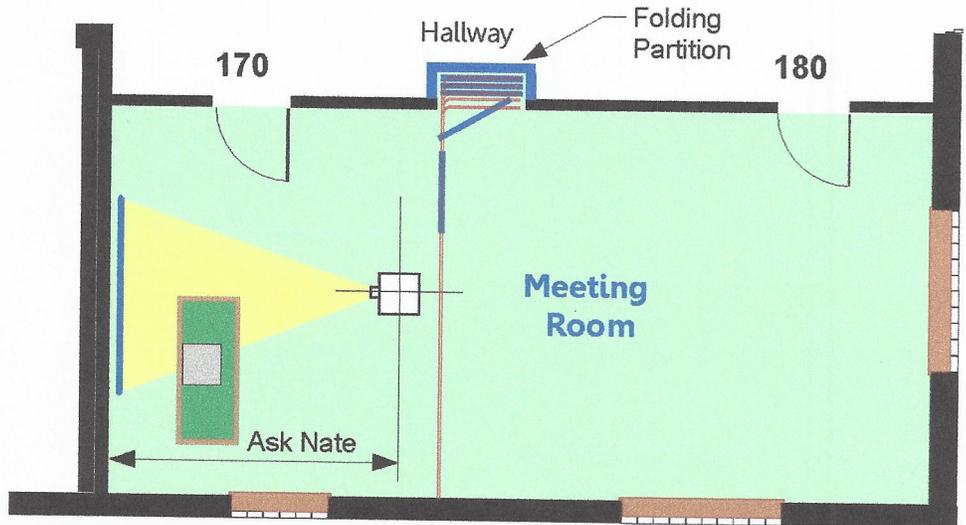
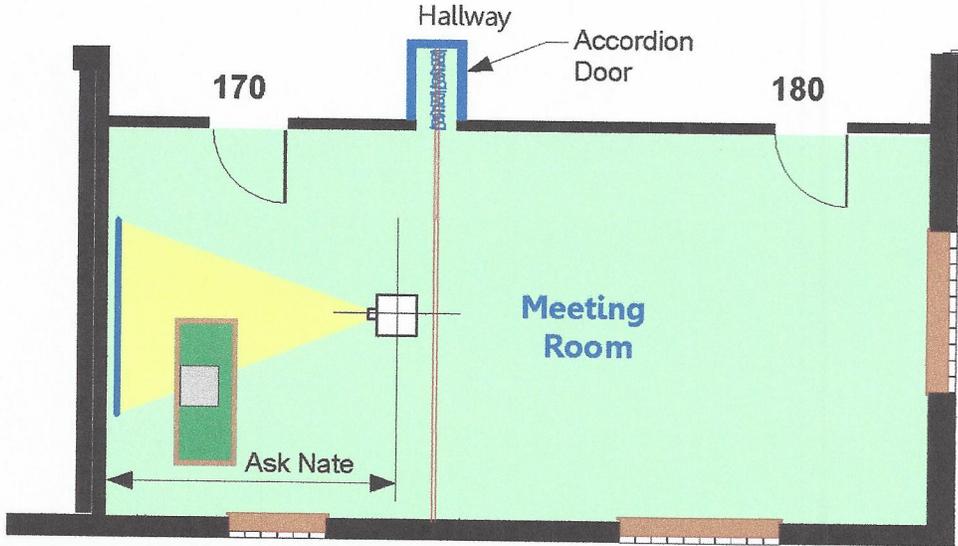
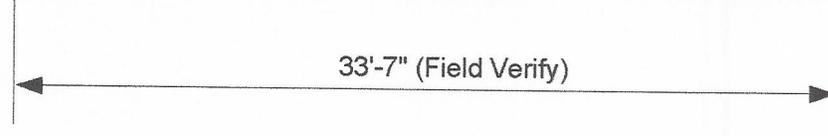
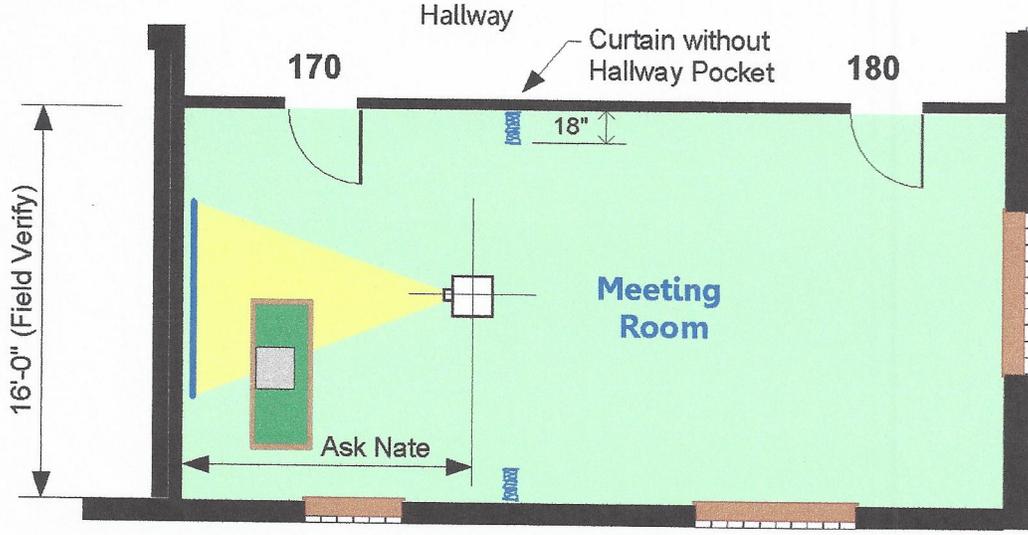
CSI	Description	Budget
00-700	General Conditions	\$570
00-890	Permit	incl
00-895	Door Support Engineering	By Lumber Yard
01-310	Contractor Fee	\$621
01-315	Superintendent and Misc. Labor	\$390
01-535	Dumpster	Use Owners
01-540	Small Tools	\$35
01-740	Finish Clean	By Owner
02-110	Abatement	NIC
06-052	Labor - Demolition	\$910
06-100	Rough Carpentry/Structural Framing	\$1,235
06-110	Lumber	\$503
06-200	Millwork Labor	\$390
06-220	Millwork and Shelving Material	\$160
06-225	Shelving Labor at Hall Side of Closet	\$195
08-102	Misc. Hardware	\$110
08-103	Accordion Door with STC 35	\$4,879
09-001	Sheetrock Material	\$206
09-250	Sheetrock (frame/hang) Labor	\$1,040
09-251	Sheetrock (finish) Labor	\$780
09-310	Carpet (\$25/YD Allowance)	\$1,511
09-510	Acoustical Ceiling	\$455
09-910	Paint	By Owner
10-440	Signage Exterior	By Owner
11-450	Projector Equipment	By Owner
11-450	Projector Shelf	\$260
16-050	Electric (Demo/Projector Outlet)	\$435
	Totals	\$14,685

Alternates:

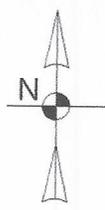
1	Non Sound Rated 10' Accordion Door (Deduct)	(\$1,443)
2	Folding Operable Partition with STC 45 (Add)	\$1,901
3	Install 6 LED Cans & Dimmer (Add)	\$1,140

Accordion Manufacturer Priced as kwikwall/Curtition
 Operable Partition Manufacturer Priced as Kwikwall

See <http://www.acousticsassociates.com/> for more information



Lake Elmo Public Library
 Expanded Community Mtg. Room
 3 Options by Shane





MAYOR & COUNCIL COMMUNICATION

DATE: 8/14/15
CONSENT
ITEM #11

AGENDA ITEM: Receive Library Board Memo Regarding Alley Concern

SUBMITTED BY: Nate Deprey, Library Director

THROUGH: Clark Schroeder, Interim City Administrator

REVIEWED BY: City Council / Staff

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: (Council, Commission, Committee, Citizen Group, Staff) The following motions were made and passed unanimously by the Lake Elmo Library Board

1. The board authorizes the library facility committee to participate in the meetings with the neighbors and other people who own property on the planned alley and to advocate to not have the alley be a through fare.
2. The Board thanks the attendees who came to the meeting on a Friday afternoon on such short notice.

FISCAL IMPACT: TBD

SUMMARY AND ACTION REQUESTED: Due to safety concerns about the planned alley the library board and its staff are hoping that a solution can be found to provide access to neighboring properties without compromising the safety of children and other patrons exiting the library.

LEGISLATIVE HISTORY: There seems to have been a communication breakdown between the planners of the downtown Lake Elmo project and the Library and Library Board. Once

learning about the planned alley behind the Library and its proximity to the library's rear exit, safety concerns were raised to City staff, SEH and City Council members. At a meeting between interested parties from Washington County, the City of Lake Elmo, the Lake Elmo Library Board of Trustees and SEH on August 7th there was a lengthy discussion of concerns over the planned alley.

RECOMMENDATION: It is the hope of the Lake Elmo Library Board of Trustees and library staff that a solution can be found that provides access to neighboring properties without compromising pedestrian safety.



MAYOR & COUNCIL COMMUNICATION

DATE: August 18, 2015
CONSENT
ITEM # 12

AGENDA ITEM: 2016 Street Improvements – Approve Proposal for Geotechnical Services

SUBMITTED BY: Ryan Stempiski, 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: \$4,800.

The City of Lake Elmo received a proposal from American Engineering Testing (AET), Inc. dated August 6, 2015 to complete 10 soil borings and provide pavement section design recommendations for the 2016 Street Improvements in the amount of \$4,800. The soil borings are necessary to recommend the improvement type and determine an engineer’s estimate of cost to complete the 2016 Street Improvements Feasibility Report.

SUMMARY AND ACTION REQUESTED:

The City Council is respectfully requested to consider approving the proposal from AET, Inc. in the amount of \$4,800 to complete soil borings for the 2016 Street Improvements. The recommended motion for the action is as follows:

“Move to approve the Geotechnical Services Proposal from American Engineering Testing, Inc. in the amount of \$4,800 for the 2016 Street Improvements Feasibility Report.”

LEGISLATIVE HISTORY/BACKGROUND INFORMATION:

On August 4, 2015, the City Council authorized the preparation of a feasibility report for the 2016 Street Improvements. The streets to be considered for construction in 2016 include Kirkwood Avenue, Kelvin Avenue and the Stonegate 1st Addition.

The City of Lake Elmo has already obtained the necessary soil borings for Kelvin Avenue, but will need to obtain soil borings for Kirkwood Avenue and the Stonegate 1st Addition to complete the Feasibility Report on these streets.

Kirkwood Avenue is an existing gravel road and soil borings will be necessary to determine the thickness and quality of aggregate material in addition to the stability of the underlying soils. The streets within the Stonegate 1st Addition are scheduled for a reclaim, therefore soil borings are necessary to verify the in-place street section and identify the potential for soil corrections.

AET, Inc. can meet the City's schedule to complete the Feasibility Report. AET, Inc. has prepared several geotechnical reports for the City of Lake Elmo, they are familiar with the City's pavement management program and have provided a high level of geotechnical support service on past projects.

RECOMMENDATION:

Staff is recommending that the City Council approve, *as part of the Consent Agenda*, the proposal from AET, Inc. in the amount of \$4,800 to complete soil borings for the 2016 Street Improvements. If removed from the consent agenda, the recommended motion for this action is as follows:

“Move to approve the Geotechnical Services Proposal from American Engineering Testing, Inc. in the amount of \$4,800 for the 2016 Street Improvements Feasibility Report.”

ATTACHMENT(S):

1. American Engineering Testing, Inc. Proposal dated August 6, 2015



CONSULTANTS
• ENVIRONMENTAL
• GEOTECHNICAL
• MATERIALS
• FORENSICS

August 6, 2015

City of Lake Elmo
Department of Public Works
3800 Laverne Avenue North
Lake Elmo, MN 55042

Attn: Ryan Stempksi, PE

RE: Proposal for Geotechnical Services
Kirkwood Ave/Stonegate 1st Addition Street Improvements
Lake Elmo, Minnesota

Dear Mr. Stempksi:

Per your request, we are submitting this proposal to conduct the following scope:

Scope:

Fieldwork

- Drill and sample 10 standard penetration test borings in the two project areas to depths of 6 feet.
- Clear underground public utilities through the Gopher State One Call system.
- Measure and document the final boring locations. Measuring the surface elevations is not planned.

Laboratory

- Visually-manually classify the soils per the Unified Soil Classification System.
- Conduct water content tests on cohesive samples retrieved.
- Conduct unit price soil index testing (\$600 unit price budget, allowing for six sieve analysis tests).

Deliverables

- Prepare an engineering report, which will include:
 - Logs of the test borings, including N-values and laboratory results.
 - Descriptions of the drilling, sampling, testing, and classification methods.
 - Review of soil and ground-water conditions encountered.
 - Recommendations for roadway subgrade preparation, estimated R-value, and comments on design sections.



City of Lake Elmo
August 6, 2015
Page 2 of 3

The scope of work defined in this proposal is intended for geotechnical purposes only, and not to explore for the presence or extent of environmental contamination at the site. However, we will note obvious contamination encountered.

Fee:

Our services will be performed on a time-and-materials basis per the attached fee schedule. For the scope described, we will establish \$4,800 as a not-to-exceed fee.

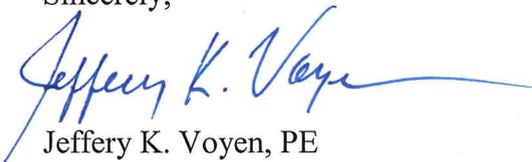
Terms/Conditions:

Our services will be performed per the *Contract Agreement Between the City of Lake Elmo and American Engineering Testing, Inc. for Professional Services*, dated July 20, 2010.

Acceptance:

Please indicate your acceptance of this proposal by endorsing a copy of this proposal and returning it to us.

Sincerely,



Jeffery K. Voyer, PE
Vice President/Principal Engineer
Phone #651-659-1305
Cell #612-961-9186
jvoyen@amengtest.com

PROPOSAL ACCEPTANCE BY:

Signature: _____

Printed Name: _____

Date: _____

Attachments:

2015 Geotechnical Fee Schedule



MAYOR & COUNCIL COMMUNICATION

DATE: August 14, 2015
CONSENT
ITEM 13
MOTION

AGENDA ITEM: Accept New Home Building Report Through July, 2015

SUBMITTED BY: Rick Chase, Building Official

THROUGH: Rick Chase, Building Official

REVIEWED BY: Kyle Klatt, Planning Director

SUGGESTED ORDER OF BUSINESS:

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

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

LEGISLATIVE HISTORY/BACKGROUND INFORMATION:

	<u>2015</u>	<u>2014</u>	<u>2013</u>
New Homes	59	16	21
Total valuation	\$20,089,534	\$9,561,282	\$9,179,742
Average home value	340,000	597,000	437,130
Total Valuation YTD	24,523,197	12,843,125	11,336,571

❖ One new home rebuilt in 2015 due to fire.

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