



## **NOTICE OF MEETING**

### **City Council Meeting**

**Tuesday, February 2, 2016 7:00 P.M.**

**City of Lake Elmo | 3800 Laverne Avenue North**

## **Agenda**

### **A. Call to Order/Pledge of Allegiance**

### **B. Approval of Agenda**

### **C. Approval of Minutes**

1. December 1, 2015; December 15, 2015; January 19, 2015

### **D. Public Comments/Inquiries**

### **E. Presentations**

### **F. Consent Agenda**

2. Approve Payment of Disbursements
3. Lake Elmo Avenue Trunk Watermain Improvements – Change Order No. 2
4. Lake Elmo Avenue Trunk Watermain Improvements – Compensating Change Order No. 3
5. Lake Elmo Avenue Trunk Watermain Improvements – Pay Request No. 6 (FINAL)
6. Downtown Phase 1 Improvements – Approve Cooperative Agreement Payment No. 1
7. Approve Driveway Encroachment and Maintenance Agreement
8. Accept Building Safety Department Statistics Report
9. Clarification of Employment Status of City Council Members

### **G. Regular Agenda**

10. Easton Village Park
11. Inwood Booster Station Improvements – Approve Plans and Specifications; Authorize Ad for Bids
12. Old Village Phase 2: Street & Utility Improvements – Authorize Feasibility Report
13. Washington County Aquatic Invasive Species Milfoil Grant
14. Employee Wage Adjustments
15. Seasonal Building Inspector

### **H. Council Reports**

### **I. Staff Reports and Announcements**

### **J. Adjourn**

**CITY OF LAKE ELMO  
CITY COUNCIL MINUTES  
DECEMBER 15, 2015**

**CALL TO ORDER/PLEDGE OF ALLEGIANCE**

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

*Mayor Pearson, seconded by Councilmember Bloyer, moved TO SUSPEND THE MEETING UNTIL THE PARLIAMENTARIAN ARRIVES. Motion passed 3 – 2. (Pearson, Lundgren – nay)*

*Mayor Pearson called the meeting back to order at 7:17 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, Fire Chief Malmquist, Planner Wensman and City Clerk Johnson.

**APPROVAL OF AGENDA**

Items 7 and 24 were removed from the agenda. Items 12 and 13 were moved to the Regular Agenda. Item 25 was moved to the Consent Agenda. Item 27 was moved to the beginning of the Regular Agenda. Agenda changes were adopted by consensus.

**COUNCIL REPORTS**

**Mayor Pearson:** Recommended the Council consider increasing the salary ceiling for the City Administrator search; reported on feedback received that was critical of the budget process and wants a better budget process next year. Reported Library Board Member Ann Bucheck and Parks Commissioner Sarah Heitpas have both resigned and thanked them for their service.

**Councilmember Lundgren:** Thanked Public Works for taking care of dead deer in the tri lakes area, noted lake levels are high due to rain and confirmed weirs are functioning properly.

**Councilmember Bloyer:** Received comments from citizens regarding the budget process, noted that the Arts Center was written about in the Pioneer Press in November and still has not been cleaned up. Expressed sadness that Interim Administrator Schroeder is not applying for the City Administrator position and stated that the City needs stability.

**Councilmember Smith:** Explained that she had to leave the previous meeting abruptly due to a family emergency.

**Councilmember Fliflet:** Finance Committee met and made a recommendation to reduce water rates, attended Library Board Meeting, spoke with residents.

**PUBLIC COMMENTS/INQUIRIES**

Virginia Pleban, 8245 59<sup>th</sup> Street North, stated that the Council meetings are argumentative and take too long. Ms. Pleban encouraged the Council to listen to each other and seek consensus.

Dale Dorschner, 3150 Lake Elmo Avenue, stated that the decisions being made are putting the City at risk and asked that a copy of the budget for last three years be sent to him at his address.

**PRESENTATIONS**

None

**CONSENT AGENDA**

1. Approve Payment of Disbursements
2. Authorize Certification to the Washington County Auditor – Unpaid Water Utility Bills – *Resolution 2015-86*
3. Accept November 2015 Financial Statements
4. Approve 2016 Liquor License Renewals: Prom Management & Elmo Liquor
5. Accept November 2015 Assessor Report
6. Accept November 2015 Building Department Report
8. Approve Eagle Point Boulevard Street Improvements – Pay Request No. 4
9. Approve CUP Amendment for Oakdale Gun Club
10. Approve 3M Tolling Agreement
11. Approve Office Administrative Assistant Hiring
14. Approve Joint Powers Agreement for Use of East Metro Public Safety Training Facility

Consent Agenda adopted by consensus.

**REGULAR AGENDA**

**ITEM 12: Approve Public Works Hiring**

Interim Administrator Schroeder explained the request to upgrade one current position from part time to full time and hire an additional full time streets worker.

***Mayor Pearson, seconded by Councilmember Fliflet, moved TO APPROVE HIRING OF JOE EFFINGER FULL TIME AND UPGRADE OF MIKE CORNELL FROM PART TIME TO FULL TIME. Motion passed 5 – 0.***

**ITEM 13: Approve Reider Preliminary Plat Extension**

Interim Administrator Schroeder reviewed the request for a one year extension to allow additional time for the property owner to market to developers. Discussion held concerning water and sewer connection fees and property taxes the development would generate.

***Mayor Pearson, seconded by Councilmember Bloyer, moved TO EXTEND THE REIDER PRELIMINARY PLAT APPROVAL BY ONE YEAR. Motion passed 3 – 2 (Fliflet, Lundgren – nay)***

Councilmember Smith stated that although she voted against the original plat approval, she felt obligated to the property owner to extend the plat now that the property is platted.

**ITEM 27: Draft Agreement for Library Services**

Mayor Pearson stated he is suggesting a proposal for Lake Elmo to seek to reestablish library services with Washington County. Mayor Pearson presented a brief review of the history of the library transition from the county system to becoming a city library and added that this agreement would go to the Library Board for discussion after Council approval.

Jean Olinger, 9057 Lake Jane Trail, strongly urged the Council to re-enter the county library system as soon as possible and related her experience with challenges and restrictions when using her library card at other libraries.

Paul Pallmeyer, 8989 Lake Jane Trail, stated he was opposed to leaving the county system and noted limitations of the Lake Elmo Library card and expressed frustration.

Barbara Miller, 9240 55<sup>th</sup> Street North, strongly urged the Council to take action to get back to a full member of the Washington County Library system, stating that electronic borrowing limitations are very frustrating.

Parliamentarian Wendt read a statement submitted by Stephanie Larkin, 9280 55<sup>th</sup> Street North, in favor of rejoining the county system.

County Commissioner Gary Kriesel commented on the criteria for attaining associate library status and stated that the county would likely welcome the Lake Elmo Library back into the system but not as an associate library.

***Mayor Pearson, seconded by Councilmember Bloyer, moved THAT THE LAKE ELMO CITY COUNCIL DIRECTS THIS DRAFT AGREEMENT BE SENT TO THE LAKE ELMO LIBRARY BOARD IN ORDER THAT THE BOARD WILL OFFER THE COUNCIL INPUT THAT ALIGNS WITH THE LELB'S MISSION STATEMENT: "THE MISSION OF THE LELB IS TO ENHANCE ACCESS TO LIBRARY SERVICES, INFORMATION AND RESOURCES FOR LAKE ELMO RESIDENTS"***

***Councilmember Fliflet, seconded by Councilmember Smith, moved to amend the primary motion by substitution with a motion TO SUPPORT LIBRARY BOARD EFFORTS TO REENTER THE COUNTY AND MELSA SYSTEMS AND THE CITY COUNCIL SUPPORTS THE WORK THE LIBRARY BOARD HAS BEEN DOING ALL YEAR TO ACHIEVE ASSOCIATE STATUS.***

Councilmember Fliflet stated that she supports the work the library staff and Board have been doing all year to support reentry into the county system as an associate library as soon as possible.

***Mayor Pearson, seconded by Councilmember Bloyer, moved TO ADD "WITHIN THE NEXT SIX MONTHS" TO THE MOTION TO SUBSTITUTE. Motion failed (Fliflet, Lundgren, Smith – nay).***

Sarah Linder, 11108 12<sup>th</sup> Street North, spoke as current Vice President of the Library Board, state that there is a long checklist for what needs to be done to become an associate library and the Library Board would like to continue on with the process.

**Motion to substitute the primary motion passed 3 – 2 (Pearson, Bloyer – nay). Substitute motion passed 3 – 1 – 1 (Pearson – nay, Bloyer – abstain).**

Councilmember Bloyer stated he would not support the motion and stated the City should take direction from the county to avoid wasting taxpayer money pursuing associate status. Mayor Pearson stated he would not support the motion and encouraged citizens to read the Library Board minutes and Strategic Plan.

### **ITEM 15: Single Fire Station**

Fire Chief Malmquist presented a follow up to his October presentation and reviewed Public Safety Committee recommendations, study findings and cost for construction of fire stations in neighboring communities. Chief Malmquist also reported on staffing challenges and reviewed a financial comparison of one and two station models.

***Mayor Pearson, seconded by Councilmember Bloyer, moved TO DIRECT THE LAKE ELMO FIRE DEPARTMENT TO MAKE PREPARATIONS AND DESIGNS TO MOVE TO ONE CENTRALIZED FIRE STATION, IDENTIFY AND SECURE AN APPROPRIATE SITE FOR A FUTURE FIRE STATION/PUBLIC SAFETY BUILDING.***

Potential costs for a new fire station and acquiring land were discussed. Cost for needed maintenance and updates at the current fire stations was also discussed. Councilmember Smith stated she was not ready to move forward with this proposal due to current infrastructure commitments.

***Councilmember Fliflet, seconded by Councilmember Lundgren, moved TO AMEND THE PRIMARY MOTION BY STRIKING THE MOTION AND INSERTING “MAKE PREPARATIONS TO MOVE TO A SINGLE FIRE STATION AND IDENTIFY AN APPROPRIATE SITE. Motion failed 2 – 2 – 1 (Pearson, Bloyer – nay. Smith – abstain).***

***Councilmember Smith, seconded by Councilmember Fliflet, moved TO AMEND THE PRIMARY MOTION TO REMOVE THE LANGUAGE AFTER “STATION”. Motion failed 2 – 3 (Pearson, Bloyer, Lundgren – nay).***

**Primary motion failed 2 – 3 (Fliflet, Lundgren, Smith – nay).**

### **ITEM 16: Northland Securities – Approve Proforma Services**

Administrator Schroeder presented information on the cost for Northland Securities to produce a proforma model for the City to analyzing Enterprise Funds.

***Mayor Pearson, seconded by Councilmember Lundgren, moved TO POSTPONE FURTHER DISCUSSION TO A COUNCIL WORKSHOP WITH THE FINANCE COMMITTEE AND TAMMY OMDAHL. Motion passed 4 – 1 (Fliflet – nay).***

**ITEM 17: Cost of Service Study for Water and Sanitary Sewer Utilities – Approve Authorization for TKDA**

*Councilmember Fliflet, seconded by Councilmember Smith, moved TO REMOVE ITEM 17 FROM THE AGENDA. Motion failed 3 – 2 (Pearson, Bloyer – nay).*

City Engineer Griffin presented the proposal for TKDA to conduct a cost of service study that could be used by the City’s Finance Department for the purpose of projecting cash flows, bonding needs and evaluating user rates and charges.

*Councilmember Fliflet, seconded by Councilmember Smith, moved TO POSTPONE ITEM 17 TO THE SAME COUNCIL WORKSHOP AS ITEM 16. Motion passed 3 – 2 (Pearson, Bloyer – nay).*

**ITEM 22: Ordinance Amendments to Article IX of the Zoning Ordinance – Rural Districts as it Pertains to Permitted, Conditional and Interim Uses**

City Planner Wensman presented the Planning Commission recommendation for changes to Article IX of the Zoning Ordinance as it pertains to secondary dwellings, cemetery, commercial stable, golf courses, restricted recreation, and agricultural sales business uses in the rural districts.

Yvette Oldendorf, 5418 Lake Elmo Avenue North, asked questions about the status of the definitions, if they can be revised, and who is the arbiter. City Attorney Snyder stated that the City Council is the arbiter and if there is ambiguity in the definitions, the decision goes against the City.

Councilmember Fliflet stated she was in favor of removing all the uses added in October 2013 as the discussion was not held at the Council level at that time when adding them.

*Councilmember Fliflet, seconded by Councilmember Smith, moved TO APPROVE AN ORDINANCE AMENDMENT, AMENDING ARTICLE IX OF THE ZONING ORDINANCE REMOVING SECONDARY DWELLINGS, CEMETERY, COMMERCIAL KENNEL, COMMERCIAL STABLE, GOLF COURSE AND AGRICULTURAL SALES AS ALLOWABLE USES IN THE RURAL DISTRICTS.*

*Mayor Pearson, seconded by Councilmember Bloyer, moved TO REFER THIS ISSUE BACK TO THE PLANNING COMMISSION. Motion failed 2 – 3 (Fliflet, Lundgren, Smith – nay).*

**Primary motion passed 3 – 1 – 1 (Pearson – nay, Bloyer – abstain).**

**ITEM 21: Decrease in Letter of Credit Policy**

Interim Administrator Schroeder reviewed the proposed policy and discussed anticipated circumstances when the policy would be used, noting that some other cities surveyed allowed staff to make determinations on security reductions.

***Councilmember Fliflet, seconded by Councilmember Lundgren, moved TO AUTHORIZE STAFF TO APPLY THE AMENDED PROVISIONS TO THE ACTIVE DEVELOPMENT PROJECTS IN THE CITY, THEREBY ALLOWING FOR SECURITY REDUCTIONS TO BE PROCESSED FOR COUNCIL APPROVAL IN ADVANCE OF WHAT IS CURRENTLY ALLOWED IN THE RESPECTIVE SIGNED DEVELOPMENT AGREEMENTS AND APPLY THEM TO AGENDA ITEMS 21a, b, c and d.***

***Motion to amend the primary motion TO REMOVE ITEMS 21A, B, C AND D passed by consensus. Primary motion passed 5 – 0.***

Richard Smith stated he lives north of the Wildflower development that is not complying with the intentions of the previous security agreement. Mr. Smith stated that the promise of a new access has not been met and his driveway has been in very poor condition due to construction traffic. Bob Engstrom, Wildflower developer, addressed Mr. Smith's concerns and assured Mr. Smith and the City Council that he would rectify the situation right away.

***Councilmember Smith, seconded by Councilmember Lundgren, moved TO APPROVE A REDUCTION OF THE LETTER OF CREDIT FOR THE WILDFLOWER AT LAKE ELMO 1<sup>ST</sup> ADDITION FROM \$3,440,831 DOWN TO \$2,310,740 WITH A REQUIREMENT THAT MR. SMITH BE PROVIDED WITH PASSABLE INGRESS AND EGRESS. Motion passed 5 – 0.***

**Items 21a, 21b and 21d approved by consensus.**

#### **ITEM 18: Proposal to Reduce Water Rates**

Finance Director Bendel reviewed the City's current water rates, noting they are high compared to neighboring communities. Bendel reported on the current number of users in the system and outlined the number of users in each rate tier, projected new users and projected volume.

***Councilmember Smith, seconded by Councilmember Lundgren, moved TO APPROVE TIER MODIFICATIONS PRESENTED RELATED TO RESIDENTIAL WATER RATES FOR ADOPTION WITH THE 2016 FEE SCHEDULE.***

***Councilmember Bloyer, seconded by Mayor Pearson, moved to amend the motion to add "CONTINGENT UPON WRITTEN RECOMMENDATION BY THE FINANCE DIRECTOR AND CITY ADMINISTRATOR". Motion failed 2 – 3 (Fliflet, Lundgren, Smith – nay).***

**Primary motion passed 5 – 0.**

#### **ITEM 19: Transfer Electrical Permit Inspecting to the State of MN**

Administrator Schroeder reported that the City retains 25% of the cost of electrical permits but may be losing money on the staff time for processing and tracking the permits.

***Councilmember Fliflet, seconded by Councilmember Smith, moved TO REPEAL ORDINANCE 08-093 WHICH ADOPTED THE CITY ELECTRICAL PERMITTING AND INSPECTIONS PROGRAM, TO REPEAL ORDINANCE 08-094 TO AMEND THE CITY'S***

***FEE SCHEUDLE TO INCORPORATE FEES RELATED TO THE CITY ELECTRICAL PERMITTING AND INSPECTIONS PROGRAM, AND TO DISCONTINUE THE ELECTRICAL INSPECTION SERVICES AGREEMENT WITH JOE WHEATON EFFECTIVE 1/1/2016. Motion passed 3 – 2 (Pearson, Bloyer – nay).***

**ITEM 20: Approve 2016 Fee Schedule**

Item 20 approved by consensus

**ITEM 23: Village Mixed Use Zoning Discussion**

Councilmember Bloyer stated he would like the Planning Commission to review and possibly amend the VMX ordinance. Bloyer added that the adoption of the ordinance, the 2012 Comprehensive Plan and densities allowed in the Old Village should be reviewed.

***Mayor Pearson, seconded by Councilmember Bloyer, moved TO DIRECT THE PLANNING COMMISSION TO REVIEW THE VILLAGE MIXED USE ZONING IN THE DOWNTOWN ZONE. Motion failed 2 – 3 (Fliflet, Lundgren, Smith – nay).***

**ITEM 26: Discussion of Meeting Minutes Content**

***Councilmember Fliflet, seconded by Mayor Pearson, moved THAT THE CITY COUNCIL MEETING MINUTES PROVIDE A SUMMARY OF PROCEEDINGS AND ONLY ERRORS BE BROUGHT TO THE CITY CLERK FOR CORRECTION. Motion passed 4 – 0 – 1 (Bloyer – abstain).***

**ITEM 28: Purchase of Public Works Truck**

Administrator Schroeder asked to delay discussion; this purchase was intended to be a pre-purchase for 2016 to utilize excess budget funds. **Item tabled by consensus.**

**STAFF REPORTS AND ANNOUNCEMENTS**

**Interim City Administrator Schroeder:** Reported on status of the City's video recording equipment, attended developer meetings and Washington County City Administrators meeting.

**Finance Director Bendel:** Reported levy proceeds have been received, a refund from LMC has been received, working on insurance renewal, preliminary audit scheduled for next week, preparing to send out utility bills and preparing for the January Finance Committee meeting.

Meeting adjourned at 1:02 a.m.

LAKE ELMO CITY COUNCIL

ATTEST:

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

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

**CITY OF LAKE ELMO  
CITY COUNCIL MINUTES  
JANUARY 19, 2016**

**CALL TO ORDER**

*Parliamentarian Kevin Wendt called the meeting to order at 7:00 pm.*

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

Staff present: Interim Administrator Schroeder, City Attorney Sonsalla, City Engineer Griffin, Finance Director Bendel, Planning Director Wensman, and City Clerk Johnson.

Others present: Parliamentarian Kevin Wendt

**PLEDGE OF ALLIGENCE**

**APPROVAL OF AGENDA**

Councilmember Bloyer moved items 12 and 13 to the Regular Agenda. Interim Administrator Schroeder added Parliamentarian Contract to the Regular Agenda as item 24. Item 21 was moved to the beginning of the Regular Agenda and Item 14 was moved to the end.

*Agenda approved by consensus as amended.*

**ACCEPT MINUTES**

Minutes of the November 17, 2015 Regular Meeting were accepted after discussion.

**PUBLIC COMMENTS/INQUIRIES**

Virginia Pleban, 8245 59<sup>th</sup> Street North, spoke about ethics and integrity and asked the Council to think about the future of Lake Elmo

Mike Reeves, 11075 14<sup>th</sup> Street North, commented on the departure of staff, volunteers and the former City Attorney and encouraged the removal of the censure on Councilmember Bloyer.

Barry Weeks, 3647 Lake Elmo Avenue, commented on an article in the Stillwater Gazette and stated that the City is wasting money in a lot of areas.

Nadine Obermueller, 8696 42<sup>nd</sup> Street, apologized to Councilmember Smith for the contempt and cruelty aimed at her and stated it is time to move forward and remove the censure of Councilmember Bloyer.

Christine Nelson, 2871 Legion Avenue North, thanked the Council for the job they do and stressed the importance of ethics, morals and values.

Susan Dunn, 11018 Upper 33<sup>rd</sup> Street, thanked the Parliamentarian for assisting with the Council meetings and asked the City Council to re-work the numbers in the Old Village.

**PRESENTATIONS**

**Lake Elmo Library Presentation**

Library Board Vice President Sarah Linder reported that the Lake Elmo Library has been pursuing Associate Library status with Washington County, retaining a local library with local control.

Councilmember Fliflet reviewed a proposal for the Lake Elmo Library that was presented to Washington County and reviewed a recent history of other meetings held concerning the library's status with the county system. Fliflet also explained the risks with being a branch library compared to independent and associate status. Fliflet reviewed the library statistics, mission, financial benefits to Washington County, and reactions to the presentation given to the county.

Mayor Pearson stated he prefers affiliate status for the library rather than associate status, as associate status would be more costly. Councilmember Bloyer stated the city should pursue associate status along with exploring affiliate status as well.

Jean Olinger, 9057 Lake Jane Trail, stated the city should pursue associate status as that appears to be the path of least resistance and asked for information on specific responses from the county regarding the library.

Elizabeth Hartley-Pawloski, 9737 51<sup>st</sup> Street North, asked for the library to become reaffiliated with the county system, stating she uses the Stillwater Library and would like the additional access to other libraries.

Sarah Linder, 11108 12<sup>th</sup> Street North, stated the library currently has access to ebooks and other resources at the Stillwater Library but associate status would give residents greater access to the resources of other libraries.

### **FINANCE CONSENT AGENDA**

- 2. Approve Payment of Disbursements**
- 3. Accept December 2015 Assessors Report**
- 4. Accept December 2015 Building Department Report**
- 5. Eagle Point Boulevard Street Improvements – Pay Request No. 5**
- 6. 39<sup>th</sup> Street: Street and Sanitary Sewer Improvements – Change Order No. 5**
- 7. 39<sup>th</sup> Street: Street and Sanitary Sewer Improvements – Compensating Change Order No. 6**
- 8. 39<sup>th</sup> Street: Street and Sanitary Sewer Improvements – Pay Request No. 8 (FINAL)**
- 9. Village Trunk Utility Improvements – Approve Reduction of Security #1**
- 10. East Metro Water Resource Education Program (EMWREP) – Renew Shared Resource Education Program Agreement**

*Consent Agenda approved as presented.*

### **ITEM 21: Library Board Appointments**

Interim Administrator Schroeder reviewed his memo regarding Library Board Appointments and noted the City Attorney's opinion that the Library Board cannot change the board structure without City Council approval.

Judy Gibson, 10684 10<sup>th</sup> Street Court North, Library Board Member, spoke on behalf of the Board, explaining Library Board recommendations for reappointments and appointment of a new member and added that the shift from alternates to full board members would make meetings and voting easier for the alternates.

Mayor Pearson encouraged the Library Board to look at a management fee payable to the City.

***Councilmember Fliflet, seconded by Councilmember Lundgren, moved TO ADOPT RESOLUTION 2016-06 INCREASING THE LIBRARY BOARD FROM 7 MEMBERS AND 2 ALTERNATES TO A BOARD OF 9 MEMBERS. Motion passed 5 – 0.***

***Mayor Pearson, seconded by Councilmember Lundgren, moved TO REAPPOINT STEVE DELAPP AND SARAH LINDER AND APPOINT MARGOT SEILINI AND TOM DEGREE TO THE LIBRARY BOARD. Motion passed 5 – 0.***

**ITEM 15: Hidden Meadows Plat Extension**

Bob Bridges, Executive Pastor of Rockpoint Church, explained that the request is for a two year extension of the plat approval with no changes to the plat. The extension is requested to provide assurance to a potential buyer that the City would move forward with the process. Mr. Bridges added that the church would be coming back to request a small change in the water main location at the final plat approval.

Planning Director Wensman reviewed the plat, noting open space and history of the project.

Mark Guenther of Gen Mark Builders stated that it is a well designed project and his firm would build single family detached housing with no changes to the design of the project.

Councilmember Smith suggested the addition of more trees to adequately screen the south and west sides of the development.

***Mayor Pearson, seconded by Councilmember Fliflet, moved TO APPROVE THE REQUEST FROM ROCKPOINT CHURCH TO EXTEND THE DEADLINE TO SUBMIT A FINAL PLAT RELATED TO HIDDEN MEADOWS 2<sup>ND</sup> ADDITION FOR A PERIOD OF TWO YEARS UNTIL JANUARY 2, 2018. Motion passed 5 – 0.***

**ITEM 16: Sign Variance 8650 Hudson Boulevard**

Planning Director Wensman reviewed the request for a 5 foot height and 4 foot width variance, noting the location and purpose of the larger sign. Wensman also reviewed the Eagle Point Business Park PUD regulations and provided examples of other large signs in the area.

***Mayor Pearson, seconded by Councilmember Bloyer, moved TO ADOPT RESOLUTION 2016-05 APPROVING THE 5 FOOT HEIGHT AND 4 FOOT WIDTH VARIANCE REQUEST AT 8650 HUDSON BOULEVARD TO ALLOW FOR A 35 FOOT HIGH, 16 FOOT WIDE PYLON SIGN AT THE HIGH POINTE MEDICAL CAMPUS.***

Dawn Grant of IRET Properties explained that the proposed location of the sign is due to challenges in the topography. Grant stressed that the variance is necessary to attract and retain

tenants, adding that they lose tenants regularly due to lack of visibility. Discussion was held concerning the location of the sign, visibility from the road and highway, and potential for customers to use the wrong entrance to the High Pointe Medical Campus.

Melanie Sullivan, 4275 Little Bluestem Trail, spoke as a resident and an employee of St. Croix Orthopaedics in support of the sign variance, explaining the importance to patients in being able to find the clinic and also for the clinic to be successful.

**Motion passed 5 – 0.**

**ITEM 17: Ordinance Amendment to Exempt Essential Services from PF-Public or Semi Public Zoning District**

**ITEM 18: Zoning Map Amendment to Rezone a Parcel from Rural Residential to Public or Semi Public Zoning District**

*Mayor Pearson, seconded by Councilmember Fliflet, moved TO ADOPT ITEMS 17 AND 18 AS PRESENTED. Motion passed 5 – 0.*

**ITEM 19: Inwood Trunk Watermain Improvements – Approve Plans and Specifications; Authorize Ad for Bids**

City Engineer Griffin presented the proposed improvements and projected costs, noting that the project could require three different types of contractors.

*Councilmember Lundgren, seconded by Councilmember Smith, moved TO APPROVE RESOLUTION 2016-04, APPROVING THE PLANS AND SPECIFICATIONS, CALLING HEARING ON IMPROVEMENT, AND ORDERING THE ADVERTISEMENT FOR BIDS FOR THE INWOOD TRUNK WATERMAIN IMPROVEMENTS. Motion passed 5 – 0.*

**ITEM 20: Inwood Water Tower (No. 4) – Approve Plans and Specifications; Authorize Ad for Bids**

City Engineer Griffin reviewed the site location and preliminary design for the water tower. Griffin also reviewed an alternate bid that would include mezzanine space to accommodate telecommunications equipment. Griffin noted that the tower has been designed with the city name painted on two sides of the tank in the same font as Tower 2.

*Councilmember Fliflet, seconded by Councilmember Lundgren, moved TO APPROVE RESOLUTION 2016-03, APPROVING THE PLANS AND SPECIFICATIONS AND ORDERING THE ADVERTISEMENT FOR BIDS FOR THE INWOOD WATER TOWER (No. 4). Motion passed 4 – 1 (Smith – nay).*

Councilmember Smith stated that she supports the project but objects to the location of the tower.

**ITEM 22: Bureau of Mediation Services Process**

Interim Administrator Schroeder recommended that the Council invite the Bureau of Mediation Services to facilitate work on two items by the City Council: meeting management/interaction and agenda setting.

***Mayor Pearson, seconded by Councilmember Bloyer, moved that THE LAKE ELMO CITY COUNCIL OFFICIALLY REQUESTS AND INVITES THE LMC AND/OR THE BMS TO CONTINUE WORKING WITH THE COUNCIL AND CITY STAFF IN AN EFFORT TO IMPROVE THE WORKING DYNAMICS OF SAME; SPECIFICALLY, TO HELP COUNCIL RESOLVE THE ISSUE OF CITY COUNCIL MEETING INTERACTION AND SETTING AGENDAS. Roll Call Vote taken. Motion failed 2 – 3 (Fliflet, Lundgren, Smith – Nay).***

Councilmember Fliflet stated that she is open to BMS coming back in the future but not on these topics. Councilmember Lundgren agreed. Councilmember Smith stated she would entertain inviting BMS after Staff has worked on integrating the Mayors Handbook with the City Ordinance.

**ITEM 23: Council Role in Hiring Process**

Administrator Schroeder reviewed his memo, stating that some City Council Members attend some interviews and noted the guidelines outlined in the City Ordinance regarding personnel in Chapter 31.29.

***Councilmember Bloyer, seconded by Mayor Pearson, moved WITH THE EXCEPTION OF THE CITY ADMINISTRATOR POSITION, INTERVIEWING AND RECOMMENDING CANDIDATES FOR EMPLOYMENT TO THE CITY COUNCIL SHOULD BE MADE BY CITY STAFF. Motion failed 2 – 3 (Fliflet, Lundgren, Smith – Nay)***

Councilmember Fliflet stated she wants to be involved with hiring integral staff members in positions dealing in growth.

**ITEM 12: Approve Northland Securities Proforma Services**

**ITEM 13: Approve TKDA Cost of Service Study for Water and Sanitary Sewer Utilities**

City Administrator Schroeder provided background information on Items 12 and 13 and suggested approving them together.

***Items 12 and 13 approved as presented by unanimous vote.***

**ITEM 14: Approve 2016 Meeting Schedule**

Discussion was held concerning adding a second Council Workshop to the schedule for each month. Councilmember Bloyer suggested leaving it to the Administrator's discretion to add Council Workshops as needed.

*Councilmember Fliflet, seconded by Councilmember Smith, moved TO ADOPT THE 2016 REGULAR MEETING DATES AS PRESENTED. Motion passed 5 – 0.*

**ITEM 24: Contract for Parliamentarian**

Interim Administrator Schroeder reviewed the proposed contract terms for Parliamentarian services.

*Councilmember Fliflet, seconded by Councilmember Smith, moved TO EXTEND THE CONTRACT WITH KEVIN WENDT AS PARLIAMENTARIAN FOR CITY COUNCIL MEETINGS FOR A PERIOD OF 3 MONTHS ACCORDING TO SCHEDULE 1B OF THE MEMO ATTACHMENT.*

*Councilmember Bloyer, seconded by Mayor Pearson, moved to amend the motion by substitute with a motion TO HIRE MR. WENDT ON A ONE MONTH CONTRACT UNDER SCHEDULE 2 OF THE MEMO ATTACHMENT TO SIT WITH STAFF AND RULE ON POINTS OF ORDER FOR \$160 PER HOUR.*

*Councilmember Fliflet, seconded by Councilmember Lundgren, moved TO LIMIT DEBATE ON THIS ISSUE TO ONE MINUTE PER PERSON. Motion failed 3 – 2 (Pearson, Bloyer – nay).*

**Substitute motion failed 0 – 5. Primary motion passed 3 – 2 (Pearson, Bloyer – Nay).**

Councilmember Bloyer stated he won't support the Parliamentarian contract as it is intended to make the Mayor look bad.

**COUNCIL REPORTS**

**Mayor Pearson:** Spoke at Library Board Meeting, expressed appreciation for Planning Commission comments on the removal of Commissioner Dorschner. Announced a Meet the Mayor event to be scheduled soon and asked about city staff compensation reviews.

**Councilmember Lundgren:** Reviewed resumes for City Administrator candidates, responded to citizen issues.

**Councilmember Bloyer:** Fielded emails regarding the library issue, commended the Planning Commission for standing up on the removal of Commissioner Dorschner and thanked residents for their support.

**Councilmember Smith:** Met with staff, Councilmember Fliflet and Washington County staff regarding the library. Communicated with Washington County Public Works and assisted residents with phone calls and comments.

**Councilmember Fliflet:** Attended a library meeting with Washington County, Library Board Meeting and City Council/Finance Committee joint workshop. Received calls of support for her “no” vote on the BRT and addressed a lot of citizen comments.

**STAFF REPORTS AND ANNOUNCEMENTS**

**Interim City Administrator Schroeder:** No report.

**City Clerk Johnson:** Reminded the Council and residents that the first City Council meeting in March will be held on Wednesday, March 2<sup>nd</sup> due to Republican Caucuses being held on March 1<sup>st</sup>.

**City Attorney Sonsalla:** Looking forward to working with the City and offering assistance.

**Planning Director Wensman:** Working on railroad crossing closures and the shore land ordinance.

**City Engineer Griffin:** Continuing to work with Washington County on the downtown improvements and reviewing county plans for Manning Avenue and resurfacing project.

Meeting adjourned at 12:02 a.m.

**LAKE ELMO CITY COUNCIL**

ATTEST:

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

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

**CITY OF LAKE ELMO  
CITY COUNCIL MINUTES  
DECEMBER 1, 2015**

**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, Fire Chief Malmquist, Planner Wensman and City Clerk Johnson.

Others present: Parliamentarian Kevin Wendt

**PLEDGE OF ALLIGENCE**

**APPROVAL OF AGENDA**

Councilmember Smith removed Item 8 to postpone to a future meeting. Councilmember Fliflet moved Items 6 and 7 to the Regular Agenda and postponed Item 16 to the next Council Workshop. Councilmember Fliflet postponed the acceptance of the minutes to the next City Council meeting.

*Agenda approved as amended.*

**COUNCIL REPORTS**

**Mayor Pearson:** Conducted site visits regarding resident concerns, visited Family Means, attended a meeting for the Highway 13 project.

**Councilmember Fliflet:** Held a Human Resources Committee meeting, attended the Library Board meeting and discussed moving forward with associate library status, met with Washington County representatives and residents of Fields of St. Croix II, thanked the Parliamentarian for his assistance.

**Councilmember Smith:** Received phone calls on several items including the downtown pond and positive feedback on the Parliamentarian.

**Councilmember Lundgren:** Met with residents and conducted a site visit.

**Councilmember Bloyer:** Met with a resident regarding the pond next to his property, received phone calls, and reiterated that the Parliamentarian is not required by the League of MN Cities and is a political game to make the Mayor look bad.

**PUBLIC COMMENTS/INQUIRIES**

None

**PRESENTATIONS**

None

**FINANCE CONSENT AGENDA**

**2. Approve Payment of Disbursements**

*Finance Consent Agenda approved by consensus*

**OTHER CONSENT AGENDA**

- 3. Approve Belle Amie Spa Massage License Renewal**
- 4. Approve Liquor License Renewals**
- 5. Approve Inwood Addition Development Contract Addendum**

*Consent Agenda approved by consensus.*

**ITEM 6: Approve Reider Preliminary Plat Extension**

City Planner Wensman presented the request for a preliminary plat extension. Discussion held concerning the City code and 180 day time limit in the code. Councilmember Smith stated there are additional questions to be fielded and she would like additional time to discuss them with the City Planner.

*Councilmember Smith, seconded by Councilmember Fliflet, moved TO POSTPONE CONSIDERATION TO THE NEXT MEETING. Motion passed 4 – 1 (Bloyer – nay).*

**ITEM 7: Designate Data Practices Official**

City Attorney Snyder stated that it is necessary to appoint a data practices official as the City Attorney's office is declining to continue serving in that capacity.

*Councilmember Fliflet, seconded by Councilmember Lundgren, moved TO ADOPT RESOLUTION 2015-85 APPOINTING THE CITY CLERK AS THE DATA PRACTICES OFFICIAL WITH THE ADDED LANGUAGE THAT THE CLERK WILL CONSULT WITH THE CITY ATTORNEY ON NON-MUNDANE REQUESTS. Motion passed 3 – 2 (Pearson, Bloyer – nay).*

**ITEM 9: Public Hearing: 2016 Proposed Tax Levy and General Fund Budget – Adopt 2016 Budget and Tax Levy – Resolution 2015-84**

City Administrator Schroeder provided an overview of the 2016 Budget and invited public comments. The Public Hearing was opened at 8:05 p.m.

Marion Adkins, 2227 Lake Elmo Avenue, asked about the value of her two properties and why the tax on the landlocked parcel has increased.

The Public Hearing was closed at 8:10 p.m.

*Councilmember Bloyer, seconded by Mayor Pearson, moved to approve Resolution 2015-84 with the exception that the Library Fund levy remains at the current (2015) level of funding. Motion failed 1 – 4 (Pearson, Fliflet, Lundgren, Smith – nay).*

Councilmember Smith stated she would not support the motion because the library levy was reduced last year. Councilmember Fliflet stated she would not support a reduction in library levy, noting that the library is working toward associate status.

***Councilmember Smith, seconded by Councilmember Fliflet, moved TO APPROVE RESOLUTON 2015-84 ADOPTING THE FINAL 2016 GENERAL FUND, DEBT SERVICE FUND AND LIBRARY FUND ANNUAL BUDGETS AND LEVIES. Motion passed 3 – 2 (Pearson, Bloyer – nay).***

Mayor Pearson stated it is a good budget and he appreciates the Finance Committee work on it.

**ITEM 10: Developer Line of Credit Reduction Discussion**

Interim Administrator Schroeder introduced the item and reviewed the request from Robert Engstrom Company for a reduction in the Letter of Credit for the Wildflower development. Schroeder explained the risk to City in allowing partial decreases and suggested that staff be directed to propose changes to development agreements to allow for reductions in letters of credit. City Engineer Griffin reviewed steps in the Letter of Credit reduction policy currently in place, noting that he is in favor of minor revisions, particularly in the street utility area.

***Councilmember Smith, seconded by Councilmember Fliflet, moved TO DIRECT STAFF TO PROPOSE CHANGES TO DEVELOPMENT AGREEMENTS THAT WOULD ALLOW DECREASES IN LETTERS OF CREDIT. Motion passed 4 – 1 (Bloyer – nay).***

Councilmember Bloyer stated he would not support the motion as it would lower the leverage the City has with developers.

**ITEM 11: Tana Ridge Park Sign**

Interim Administrator Schroeder reviewed the placement of a park sign in Tana Ridge, noting the size and location of the sign and presented a suggested from the Public Works staff to reduce the height of the sign.

Darcy Hilgendorf, 11644 44<sup>th</sup> Street North, commented on the size of the sign and stated she would like the Parks Commission to evaluate if this size park needs a sign like this. Ms. Hilgendorf stated that if a sign is required, she would like input on the size, design and location of the sign in Tana Ridge Park.

David Jack, 11657 44<sup>th</sup> Street North, asked if a sign is needed in a low use park such as this and requested it be moved closer to the ball parks.

Mayor Pearson stated he spoke with a resident in the past two weeks about this issue and the Parks Commission has discussed it. Pearson added that he appreciates the work the Commission puts into these projects. Councilmember Bloyer indicated he agreed with Mayor Pearson.

***Councilmember Smith, seconded by Councilmember Fliflet, moved TO DIRECT PUBLIC WORKS TO REMOVE THE TANA RIDGE SIGN AND DIRECT THE PARKS COMMISSION TO REVIEW PLACEMENT AND SIZE OF ALL SIGNS IN ALL PARKS. Motion passed 3 – 1 – 1 (Pearson – nay, Bloyer – abstain).***

**ITEM 12: Charter and Roster for Environmental Committee**

Interim Administrator Schroeder noted that the proposed Charter and Roster for the Environmental Committee were included in the meeting packet.

*Councilmember Fliflet, seconded by Councilmember Lundgren, moved TO ADOPT THE CHARTER AND ROSTER FOR THE ENVIRONMENTAL COMMITTEE. Motion passed 5 – 0.*

**ITEM 13: City Administrator Search**

*Councilmember Smith, seconded by Councilmember Fliflet, moved TO AUTHORIZE THE CITY CLERK TO POST THE POSITION ON THE LMC AND ICMA WEBSITES WITH A SALARY RANGE OF \$100,000 - \$105,000 AND A CLOSING DATE OF JANUARY 4, 2016 FOR APPLICATIONS.*

*Mayor Pearson moved TO EXPAND THE SALARY RANGE TO \$90,000 - \$125,000. Motion failed for lack of a second.*

*Councilmember Smith, seconded by Mayor Pearson, moved TO AMEND THE PRIMARY MOTION TO STRIKE \$105,000 AND INSERT \$115,000. Motion passed 5 – 0.*

**Primary motion passed 4 – 1 (Bloyer – nay).**

**ITEM 14: RFP for Legal Services**

Interim Administrator Schroeder reviewed the proposed time line for issuing the RFP and proposed limiting responses to twenty pages.

*Councilmember Lundgren, seconded by Councilmember Smith, moved TO SEND OUT AN RFP FOR THE CITY OF LAKE ELMO FOR LEGAL SERVICES*

*Councilmember Bloyer, seconded by Councilmember Fliflet, moved TO AMEND THE PRIMARY MOTION BY ADDING QUESTIONS TO THE RFP TEXT “HAVE ANY ATTORNEYS ON STAFF BEEN CONVICTED OF A MISDEMEANOR OR HIGHER? AND “HAVE ANY ATTORNEYS ON STAFF BEEN ACCUSED OF PROSECUTORIAL MISCONDUCT?”*

*Councilmember Smith, seconded by Councilmember Fliflet, moved TO AMEND THE AMENDMENT TO REPLACE “MISDEMEANOR” WITH “FELONY”. Motion failed 1 – 4 (Pearson, Bloyer, Fliflet, Lundgren – nay).*

**Motion to amend the primary motion passed 4 – 0 – 1 (Smith – abstain). Primary motion passed 3 – 2 (Pearson, Bloyer – nay)**

Mayor Pearson stated he would not support the primary motion as it is damaging to the City and not recommended by the League of MN Cities.

**ITEM 15: Arts Center**

Interim Administrator Schroeder stated that the building is mostly unused and not monitored and is a liability to the City in its current state. Discussion was held regarding concerns the Building Official expressed regarding the condition of the property.

Bill Wacker, 3603 Laverne Avenue North, stated he lives across from the Arts Center and the City has not maintained the property and does not mow the grass regularly. Mr. Wacker stated that the building looks abandoned.

Barry Weeks, 3647 Lake Elmo Avenue North, referred to the November 18, 2015 article in the Pioneer Press newspaper regarding the Arts Center and encouraged the Council to find somewhere else for the Friendship Club to operate.

***Councilmember Bloyer, seconded by Mayor Pearson, moved TO DIRECT STAFF TO FIRM ESTIMATES ON THE DEMOLITION OF THE ARTS CENTER AND INVESTIGATE ITS POTENTIAL AS A CONTROLLED BURN TRAINING SITE FOR THE LAKE ELMO FIRE DEPARTMENT. Motion failed 2 – 3 (Fliflet, Lundgren, Smith – nay).***

***Mayor Pearson, seconded by Councilmember Bloyer, moved TO DIRECT STAFF TO OBTAIN FIRM ESTIMATES FOR CODE COMPLIANCE REPAIRS, HIRE OUT MAINTENANCE OF THE BUILDING AND INVESTIGATE AESTHETIC IMPROVEMENTS.***

Councilmember Fliflet stated that the Valley Friendship Club is not requesting any repairs. City Attorney Snyder stated that if code review of this property shows a violation, the City is not immune from its own ordinances and the property needs to be brought into compliance.

***Councilmember Fliflet, seconded by Councilmember Smith, moved a substitute motion TO CONTINUE TO DISCUSS WITH VALLEY FRIENDSHIP CLUB TO FIND ANOTHER ALTERNATIVE SITE. Motion to substitute passed 3 – 2 (Pearson, Bloyer – nay).***

Meeting adjourned at 11:01 pm.

LAKE ELMO CITY COUNCIL

ATTEST:

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Mike Pearson, Mayor

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Julie Johnson, City Clerk



## MAYOR & COUNCIL COMMUNICATION

**DATE: February 2, 2016**

**CONSENT**

**ITEM #2**

**MOTION**

**AGENDA ITEM:** Approve Disbursements in the amount of \$1,521,466.47

**SUBMITTED BY:** Patty Baker, Accountant

**THROUGH:** Cathy Bendel, Finance Director

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

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**SUGGESTED ORDER OF BUSINESS:**

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

**POLICY RECOMMENDER:** Finance

**FISCAL IMPACT:** \$1,521,466.47

**SUMMARY AND ACTION REQUESTED:** As part of its Consent Agenda, the City Council is asked to approve disbursements in the amount of \$1,521,466.47. No specific motion is needed as this is recommended to be part of the *Consent Agenda*.

**LEGISLATIVE HISTORY:** NA

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

<b>Claim #</b>	<b>Amount</b>	<b>Description</b>
ACH	\$ 14,842.19	Payroll Taxes to IRS & MN Dept of Revenue 01/21/16
ACH	\$ 6,300.17	Payroll Retirement to PERA 01/21/16
DD6911-DD6959	\$ 41,819.45	Payroll Dated (Direct Deposits) 01/21/16
43897-43945	\$ 1,031,258.41	Accounts Payable 02/02/16
2749-2750	\$ 120.00	Library Card Reimbursement 02/02/16
ACH	\$ 75,098.75	Bond Payment, 2010A, 02/01/16
ACH	\$ 171,578.75	Bond Payment, 2010B, 02/01/16
ACH	\$ 90,413.75	Bond Payment, 2011A, 02/01/16
ACH	\$ 90,035.00	Bond Payment 2012B, 02/01/16
<b>TOTAL</b>	<b>\$ 1,521,466.47</b>	

**RECOMMENDATION:** Based on the aforementioned, the staff recommends the City Council approve as part of the Consent Agenda the aforementioned disbursements in the amount of \$1,521,466.47.

**ATTACHMENTS:**

1. Accounts Payable – check registers

# Accounts Payable To Be Paid Proof List

User: PattyB

Printed: 01/28/2016 - 4:17 PM

Batch: 008-01-2016

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
DELTA Delta Dental Of Minnesota										
6339218	01/15/2016	1,874.40	0.00	02/02/2016	February Premium		-			No 0000
101-000-0000-21706	Medical Insurance	1,874.40								
	6339218 Total:	1,874.40								
	DELTA Total:									
LEASSOC Lake Elmo Associates, LLP										
Feb 16	02/01/2016	2,461.00	0.00	02/02/2016	February 2016 Rent		-			No 0000
101-410-1940-44120	Rentals - Building	2,461.00								
	Feb 16 Total:	2,461.00								
	LEASSOC Total:	2,461.00								
NCPERS 566200-NCPERS Minnesota										
5662216	01/22/2016	96.00	0.00	02/02/2016	February 2016 Premium		-			No 0000
101-000-0000-15500	Prepaid Items	96.00								
	5662216 Total:	96.00								
	NCPERS Total:	96.00								
RABOUIN RABOUIN, INC										
02/01/2016		2,500.00	0.00	02/02/2016	February installment		-			No 0000
101-410-1320-43100	Assessing Services	2,500.00								
	Total:	2,500.00								
	RABOUIN Total:	2,500.00								
SW/WC SW/WC Service Cooperatives										
1252016	01/25/2016	21,405.00	0.00	02/02/2016	February 2016 Premium		-			No 0000
101-000-0000-21706	Medical Insurance	21,405.00								
	1252016 Total:	21,405.00								
	SW/WC Total:	21,405.00								



# Accounts Payable To Be Paid Proof List

User: PattyB  
 Printed: 01/28/2016 - 4:01 PM  
 Batch: 006-01-2016

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
ACCELA Accela, Inc										
INV29611	11/11/2014	5,379.05	0.00	02/02/2016	Maintenance 2015		-			No 0000
101-410-1520-43150	Contract Services									
	INV29611 Total:	5,379.05								
	ACCELA Total:	5,379.05								
ANIMALHU Animal Humane Society										
4979	01/08/2016	1,410.00	0.00	02/02/2016	Animal Impound Service	10/01/15-	-			No 0000
101-420-2700-43150	Contract Services									
	4979 Total:	1,410.00								
	ANIMALHU Total:	1,410.00								
BOLTONME Bolton & Menk, Inc										
186364	01/15/2016	87.50	0.00	02/02/2016	PVR Station		-			No 0000
602-495-9450-43030	Engineering Services									
	186364 Total:	87.50								
186365	01/15/2016	333.00	0.00	02/02/2016	2014.131 39th Street N		-			No 0000
409-480-8000-43030	Engineering Services									
	186365 Total:	333.00								
186366	01/15/2016	3,240.00	0.00	02/02/2016	Wildflower		-			No 0000
803-000-0000-22910	Developer Payments									
	186366 Total:	3,240.00								
	BOLTONME Total:	3,660.50								
COMPASS Compass Minerals										
71433823	01/08/2016	14,363.64	0.00	02/02/2016	Road Salt		-			No 0000
101-430-3125-42290	Sand/Salt									
	71433823 Total:	14,363.64								
71441933	01/21/2016	10,269.21	0.00	02/02/2016	Road Salt		-			No 0000
101-430-3125-42290	Sand/Salt									
	71441933 Total:	10,269.21								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
COMPASS Total:		24,632.85								
GMCONTR G.M. Contracting, Inc.										
Pay Req 6	01/25/2016	120,765.01	0.00	02/02/2016	2013.133 LE Ave Trunk Watermain		-		No	0000
601-494-9400-43030 Engineering Services										
Pay Req 6 Total:		120,765.01								
GMCONTR Total:		120,765.01								
HOLIDAYC Holiday Credit Office										
	01/15/2016	45.31	0.00	02/02/2016	Fuel		-		No	0000
101-420-2220-42120 Fuel, Oil and Fluids										
Total:		45.31								
HOLIDAYC Total:		45.31								
HP Hewlett-Packard Company										
56761504	01/07/2016	717.48	0.00	02/02/2016	Equipment		-		No	0000
101-410-1520-43185 Hardware Support										
56761504 Total:		717.48								
HP Total:		717.48								
NORTHSEC Northland Securities, Inc.										
4307	01/08/2016	1,375.00	0.00	02/02/2016	Continuing Disclosure Report		-		No	0000
101-410-1520-44300 Miscellaneous										
4307 Total:		1,375.00								
NORTHSEC Total:		1,375.00								
RABOUIN RABOUIN, INC										
Final 2015	01/28/2016	10,668.00	0.00	02/02/2016	2015 Final Assessment		-		No	0000
101-410-1320-43100 Assessing Services										
Final 2015 Total:		10,668.00								
RABOUIN Total:		10,668.00								
SAMBATEK Sambatek, Inc										
6632	12/16/2015	635.55	0.00	02/02/2016	Savona		-		No	0000
803-000-0000-22910 Developer Payments										
6632	12/16/2015	79.40	0.00	02/02/2016	Gun Club		-		No	0000
803-000-0000-22910 Developer Payments										
6632	12/16/2015	505.75	0.00	02/02/2016	Wildflower		-		No	0000
803-000-0000-22910 Developer Payments										

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
6632	12/16/2015	1,338.75	0.00	02/02/2016	Legends		-			No 0000
803-000-0000-22910	Developer Payments									
6632	12/16/2015	297.50	0.00	02/02/2016	Hammes		-			No 0000
803-000-0000-22910	Developer Payments									
6632	12/16/2015	202.30	0.00	02/02/2016	Arbor Glen		-			No 0000
803-000-0000-22910	Developer Payments									
6632	12/16/2015	238.00	0.00	02/02/2016	Hecker - Wedding Venue		-			No 0000
803-000-0000-22910	Developer Payments									
6632	12/16/2015	6,043.10	0.00	02/02/2016	General planning		-			No 0000
101-410-1910-43150	Contract Services									
	6632 Total:	9,340.35								
6775	12/16/2015	59.50	0.00	02/02/2016	Legends		-			No 0000
803-000-0000-22910	Developer Payments									
6775 Total:		59.50								
6776	12/16/2015	238.00	0.00	02/02/2016	Arbor Glen		-			No 0000
803-000-0000-22910	Developer Payments									
6776 Total:		238.00								
6804	12/16/2015	29.75	0.00	02/02/2016	GunClub		-			No 0000
803-000-0000-22910	Developer Payments									
6804	12/16/2015	29.75	0.00	02/02/2016	Auto Owners		-			No 0000
803-000-0000-22910	Developer Payments									
6804	12/16/2015	89.25	0.00	02/02/2016	Arbor Glen		-			No 0000
803-000-0000-22910	Developer Payments									
6804	12/16/2015	1,649.05	0.00	02/02/2016	General planning		-			No 0000
101-410-1910-43150	Contract Services									
	6804 Total:	1,797.80								
	SAMBATEK Total:	11,435.65								
<hr/>										
SCHROEDE Schroeder Clark										
Various	01/18/2016	16.89	0.00	02/02/2016	Menards supplies		-			No 0000
101-410-1320-42000	Office Supplies									
Various	01/18/2016	35.00	0.00	02/02/2016	Greater Stillwater Chamber event		-			No 0000
101-410-1320-44370	Conferences & Training									
Various	01/18/2016	35.00	0.00	02/02/2016	AARP/Metro Area Agency		-			No 0000
101-410-1320-44370	Conferences & Training									
	Various Total:	86.89								
	SCHROEDE Total:	86.89								
<hr/>										
SHI SHI International Corp										
B04404691	12/30/2015	243.00	0.00	02/02/2016	Software		-			No 0000
101-410-1520-43180	Software Support									
	B04404691 Total:	243.00								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
	SHI Total:	243.00								
SHORTTELL Short Elliot Henderickson, Inc										
308746	01/08/2016	15,957.72	0.00	02/02/2016	2015.130 Inwood Water Tower		-	No		0000
601-494-9400-43030	Engineering Services									
	308746 Total:	15,957.72								
309105	01/11/2016	17,896.79	0.00	02/02/2016	2016 Street - Final Design		-	No		0000
409-480-8000-43030	Engineering Services									
309105	01/11/2016	1,724.00	0.00	02/02/2016	2016 Street - Easement Sketch		-	No		0000
409-480-8000-43030	Engineering Services									
	309105 Total:	19,620.79								
	SHORTTELL Total:	35,578.51								
WACO-PW WASHINGTON COUNTY										
82378 - Pay 1	12/09/2015	498,866.35	0.00	02/02/2016	CSAH 17 - Phase 1 - estimated		-	No		0000
409-480-8000-43030	Engineering Services									
	82378 - Pay 1 Total:	498,866.35								
	WACO-PW Total:	498,866.35								
WAS-SHER Washington County										
82582	01/22/2016	263,817.31	0.00	02/02/2016	Jul - Dec 2015 Police Services		-	No		0000
101-420-2100-43150	Law Enforcement Contract									
	82582 Total:	263,817.31								
	WAS-SHER Total:	263,817.31								
	Report Total:	978,680.91								

# Accounts Payable To Be Paid Proof List

User: PartyB  
 Printed: 01/28/2016 - 4:09 PM  
 Batch: 007-01-2016

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
BDI BDI										
6920765	01/05/2016	94.16	0.00	02/02/2016	Parts		-	No		0000
101-430-3100-42210	Equipment Parts									
	6920765 Total:	94.16								
	BDI Total:	94.16								
BECKER Becker Fire and Safety, LLC										
2230	01/25/2016	159.25	0.00	02/02/2016	Annual Extinguisher Service		-	No		0000
206-450-5300-44010	Repairs/Maint Bldg									
	2230 Total:	159.25								
2231	01/25/2016	97.25	0.00	02/02/2016	Annual Extinguisher Service		-	No		0000
101-420-2220-44010	Repairs/Maint Bldg									
	2231 Total:	97.25								
2232	01/25/2016	101.00	0.00	02/02/2016	Annual Extinguisher Service		-	No		0000
101-410-1940-44010	Repairs/Maint Contractual Bldg									
	2232 Total:	101.00								
2233	01/25/2016	101.00	0.00	02/02/2016	Annual Extinguisher Service		-	No		0000
101-430-3100-44010	Repairs/Maint Bldg									
	2233 Total:	101.00								
	BECKER Total:	458.50								
CAPACITY Capitol City										
2016-001	01/14/2016	100.00	0.00	02/02/2016	Annual dues - 2015-2016		-	No		0000
101-420-2220-44330	Dues & Subscriptions									
	2016-001 Total:	100.00								
	CAPACITY Total:	100.00								
CARQUEST Car Quest Auto Parts										
2055-369368	01/20/2106	23.98	0.00	02/02/2016	Parts		-	No		0000
101-430-3100-42210	Equipment Parts									
2055-369368	01/20/2106	36.49	0.00	02/02/2016	Tools		-	No		0000
101-430-3100-42400	Small Tools & Minor Equipment									

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close PO Line #
	2055-369368 Total:	60.47								
	CARQUEST Total:	60.47								
<hr/>										
CENTURYL CenturyLink										
01192016	01/19/2016	110.98	0.00	02/02/2016	Phone service - Library		-	No		0000
206-450-5300-43210	Telephone									
01192016	01/19/2016	115.00	0.00	02/02/2016	Internet Service - Library		-	No		0000
206-450-5300-43250	Internet									
	01192016 Total:	225.98								
	CENTURYL Total:	225.98								
<hr/>										
DSCUSTOM D & S CUSTOM COVERS										
6689	01/14/2016	498.50	0.00	02/02/2016	Replace hose cover flaps on E1		-	No		0000
101-420-2220-44040	Repairs/Maint Eqpt									
	6689 Total:	498.50								
	DSCUSTOM Total:	498.50								
<hr/>										
EMERGRES Emergency Response Solutions										
5628	01/20/2016	40.68	0.00	02/02/2016	Straps for saw holder		-	No		0000
101-420-2220-44040	Repairs/Maint Eqpt									
	5628 Total:	40.68								
	EMERGRES Total:	40.68								
<hr/>										
FRANCOTY Francotyp-Postalia, Inc										
RI102685735	01/05/2016	599.40	0.00	02/02/2016	Postbase Rateguard 1/1-12/31/16		-	No		0000
101-410-1320-43220	Postage									
	RI102685735 Total:	599.40								
	FRANCOTY Total:	599.40								
<hr/>										
GKSERVIC G&K Services										
1182496953	01/13/2016	34.20	0.00	02/02/2016	Uniforms		-	No		0000
101-430-3100-44170	Uniforms									
	1182496953 Total:	34.20								
1182508428	01/20/2016	34.20	0.00	02/02/2016	Uniforms		-	No		0000
101-430-3100-44170	Uniforms									
	1182508428 Total:	34.20								
1182520010	01/27/2016	34.20	0.00	02/02/2016	Uniforms		-	No		0000
101-430-3100-44170	Uniforms									
	1182520010 Total:	34.20								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
GKSERVIC Total:		102.60								
GREATAM Great America Financial										
18169293	01/18/2016	517.06	0.00	02/02/2016	Copier Maintenance		-	No		0000
101-410-1940-44040	Repairs/Maint Contractual Eqpt									
18169293 Total:		517.06								
GREATAM Total:		517.06								
HAWK Hawk Labeling Systems										
201973	01/15/2016	175.20	0.00	02/02/2016	Labels		-	No		0000
601-494-9400-42270	Utility System Maintenance									
201973 Total:		175.20								
HAWK Total:		175.20								
HP Hewlett-Packard Company										
56773551	01/11/2016	197.01	0.00	02/02/2016	Equipment		-	No		0000
101-410-1910-43180	Information Technology/Web									
56773551 Total:		197.01								
HP Total:		197.01								
INNOVAT Innovative Office Solutions										
IN1045571	01/13/2016	408.75	0.00	02/02/2016	Supplies - miscellaneous		-	No		0000
101-410-1320-42000	Office Supplies									
IN1045571 Total:		408.75								
IN1045572	01/14/2016	64.26	0.00	02/02/2016	Solar Calculators		-	No		0000
101-410-1320-42000	Office Supplies									
IN1045572 Total:		64.26								
IN1045573	01/13/2016	130.64	0.00	02/02/2016	toner		-	No		0000
101-420-2220-42000	Office Supplies									
IN1045573 Total:		130.64								
IN1055220	01/22/2016	53.18	0.00	02/02/2016	Supplies		-	No		0000
101-410-1320-42000	Office Supplies									
IN1055220	01/22/2016	90.82	0.00	02/02/2016	Calculator		-	No		0000
101-410-1520-42000	Office Supplies									
IN1055220 Total:		144.00								
INNOVAT Total:		747.65								
kathfuel Kath Fuel Oil Service Co										
544160	01/22/2016	67.50	0.00	02/02/2016	Fluids		-	No		0000
101-430-3100-42120	Fuel, Oil and Fluids									
544160 Total:		67.50								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
544199	01/20/2016	648.24	0.00	02/02/2016	Fuel		-		No	0000
101-430-3100-42120	Fuel, Oil and Fluids									
	544199 Total:	648.24								
544222	01/20/2016	303.66	0.00	02/02/2016	Fuel		-		No	0000
101-430-3100-42120	Fuel, Oil and Fluids									
	544222 Total:	303.66								
	kathfuel Total:	1,019.40								
LEAGMN League of MN Cities										
225827	01/25/2016	20.00	0.00	02/02/2016	2016 Safety & Loss control		-		No	0000
101-410-1320-44370	Conferences & Training									
	225827 Total:	20.00								
	LEAGMN Total:	20.00								
MANUFACT Manufactured Housing Special.										
2015-1050	01/26/2016	250.00	0.00	02/02/2016	Escrow Release 388 Cimarron		-		No	0000
803-000-0000-22900	Deposits Payable									
	2015-1050 Total:	250.00								
2015-1051	01/26/2016	250.00	0.00	02/02/2016	Escrow Release 208 Cimarron		-		No	0000
803-000-0000-22900	Deposits Payable									
	2015-1051 Total:	250.00								
	MANUFACT Total:	500.00								
MENARDSO Menards - Oakdale										
95593	01/12/2016	32.97	0.00	02/02/2016	Building repair		-		No	0000
101-450-5200-42230	Building Repair Supplies									
	95593 Total:	32.97								
95625	01/12/2016	249.00	0.00	02/02/2016	Ladder		-		No	0000
101-430-3100-42400	Small Tools & Minor Equipment									
	95625 Total:	249.00								
95787	01/15/2016	19.98	0.00	02/02/2016	Building repairs		-		No	0000
101-450-5200-42230	Building Repair Supplies									
	95787 Total:	19.98								
95851	01/15/2016	104.06	0.00	02/02/2016	Building repairs		-		No	0000
101-450-5200-42230	Building Repair Supplies									
	95851 Total:	104.06								
96273	01/21/2016	6.49	0.00	02/02/2016	Garbage bags		-		No	0000
101-420-2220-44010	Repairs/Maint Bldg									
96273	01/21/2016	7.29	0.00	02/02/2016	Vehicle maintenance		-		No	0000
101-420-2220-44040	Repairs/Maint Eqpt									
	96273 Total:	13.78								
96316	01/22/2016	64.96	0.00	02/02/2016	Shop supplies		-		No	0000
101-450-5200-42150	Shop Materials									

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
	96316 Total:	64.96								
	MENARDSO Total:	484.75								
METRO MU Metro Cities										
36	01/13/2016	3,669.00	0.00	02/02/2016	2016 Annual dues		-	No		0000
	Dues & Subscriptions	3,669.00								
	36 Total:	3,669.00								
	METRO MU Total:	3,669.00								
MIDLIFT Midwest Lift Works, LLC										
1360	01/22/2016	1,126.75	0.00	02/02/2016	Building repair		-	No		0000
	Repairs/Maint Bldg	1,126.75								
	1360 Total:	1,126.75								
	MIDLIFT Total:	1,126.75								
MNFIRECH MN State Fire Chiefs Assn										
186	01/13/2016	93.00	0.00	02/02/2016	Malmquist		-	No		0000
	Conferences & Training	93.00								
	186 Total:	93.00								
202	01/13/2016	57.00	0.00	02/02/2016	Malmquist - Captain		-	No		0000
	Conferences & Training	57.00								
	202 Total:	57.00								
203	01/13/2016	57.00	0.00	02/02/2016	Cornell		-	No		0000
	Conferences & Training	57.00								
	203 Total:	57.00								
204	01/13/2016	57.00	0.00	02/02/2016	Witter		-	No		0000
	Conferences & Training	57.00								
	204 Total:	57.00								
	MNFIRECH Total:	264.00								
ONECALL Gopher State One Call										
6000487	01/31/2016	100.00	0.00	02/02/2016	Annual Fee		-	No		0000
	Contract Services	100.00								
	6000487 Total:	100.00								
	ONECALL Total:	100.00								
POMPS Pump's Tire Service, Inc.										
210216504	01/15/2016	50.00	0.00	02/02/2016	Repair equipment		-	No		0000
	Repairs/Maint Eqpt	50.00								
	210216504 Total:	50.00								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
POMPS Total:		50.00								
RABOUIN RABOUIN, INC										
1-16	01/27/2016	2,500.00	0.00	02/02/2016	Jan 2016 contract payment		-			No 0000
101-410-1320-43100	Assessing Services	2,500.00								
1-16 Total:		2,500.00								
RABOUIN Total:		2,500.00								
RRSPEC R&R Specialties of WI, Inc										
0059011-IN	01/19/2016	112.00	0.00	02/02/2016	Landscape supplies		-			No 0000
101-450-5200-42250	Landscaping Materials	112.00								
0059011-IN Total:		112.00								
RRSPEC Total:		112.00								
SPRINT Sprint										
761950227-154	01/18/2016	61.42	0.00	02/02/2016	Admin		-			No 0000
101-410-1940-43210	Telephone	61.42								
761950227-154	01/18/2016	226.78	0.00	02/02/2016	Fire		-			No 0000
101-420-2220-43210	Telephone	226.78								
761950227-154	01/18/2016	135.84	0.00	02/02/2016	Building		-			No 0000
101-420-2400-43210	Telephone	135.84								
761950227-154	01/18/2016	87.46	0.00	02/02/2016	PW		-			No 0000
101-430-3100-43210	Telephone	87.46								
761950227-154	01/18/2016	122.15	0.00	02/02/2016	Parks		-			No 0000
101-450-5200-43210	Telephone	122.15								
761950227-154	01/18/2016	56.87	0.00	02/02/2016	Taxpayer Services		-			No 0000
101-410-1450-43210	Telephone	56.87								
761950227-154	01/18/2016	15.31	0.00	02/02/2016	PLanning		-			No 0000
101-410-1910-43210	Telephone	15.31								
761950227-154 Total:		705.83								
SPRINT Total:		705.83								
STPAULCB St Paul Area Chamber of Comm.										
101-410-1910-43150	01/22/2016	9,625.60	0.00	02/02/2016	East Metro Strong Report		-			No 0000
101-410-1910-43150	Contract Services	9,625.60								
Total:		9,625.60								
STPAULCB Total:		9,625.60								
TMOBILE T Mobile										
947226095	01/11/2016	21.55	0.00	02/02/2016	SCADA line		-			No 0000
601-494-9400-43210	Telephone	21.55								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
947226095 Total:		21.55								
TMOBILE Total:		21.55								
<hr/>										
VERIZON Verizon Wireless										
9758719686	01/10/2015	35.01	0.00	02/02/2016	Wireless charges - Fire		-	No		0000
101-420-2220-43210	Telephone									
9758719686 Total:		35.01								
VERIZON Total:		35.01								
<hr/>										
Whiteani White Anita										
Bonus	01/19/2016	25.00	0.00	02/02/2016	CC 1/19/16 - Bonus		-	No		0000
101-410-1450-43620	Cable Operations									
Bonus Total:		25.00								
Cable	01/19/2016	55.00	0.00	02/02/2016	CC 1/19/16		-	No		0000
101-410-1450-43620	Cable Operations									
Cable	01/21/2016	55.00	0.00	02/02/2016	Parks 1/20/16		-	No		0000
101-410-1450-43620	Cable Operations									
Cable	01/26/2016	55.00	0.00	02/02/2016	Planning 1/25/16		-	No		0000
101-410-1450-43620	Cable Operations									
Cable Total:		165.00								
Whiteani Total:		190.00								
<hr/>										
Report Total:		24,241.10								



# MAYOR & COUNCIL COMMUNICATION

**DATE:** February 2, 2016  
**CONSENT**  
**ITEM #** 3

**AGENDA ITEM:** Lake Elmo Avenue Trunk Watermain Improvements – Change Order #2

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

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

**REVIEWED BY:** Cathy Bendel, Finance Director  
Jack Griffin, 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:** Engineering.

**FISCAL IMPACT:** \$9,100.00

This change order provides compensation to the contractor to complete additional work at the request for the City. With approval of this change order the revised contract amount is \$2,037,215.25.

**SUMMARY AND ACTION REQUESTED:**

The City Council is respectfully requested to consider approving, *as part of the Consent Agenda*, Change Order No. 2 for the Lake Elmo Avenue Trunk Watermain Improvements, thereby increasing the Contract amount by \$9,100. If removed from the consent agenda, the recommended motion for the action is as follows:

***“Move to approve Change Order No. 2 for the Lake Elmo Avenue Trunk Watermain Improvements thereby increasing the contract amount by \$9,100.00.”***

**LEGISLATIVE HISTORY/BACKGROUND INFORMATION:**

This change order provides compensation to the contractor to complete additional work at the request for the City. The work includes two items; 1) time and mobilization to excavate and investigate a curb stop suspected of leaking at 3012 Lake Elmo Avenue and, 2) additional driveway pavement work along Lake Elmo Avenue to correct drainage issues along the entrance to several resident's driveways.

The above described changes were not included in the original contract and result in a contract increase of \$9,100.00. The \$9,100 amount is within the project contingency budget, therefore with this change order the total project budget remains within the authorized project budget.

**RECOMMENDATION:**

Staff is recommending that the City Council approve, *as part of the Consent Agenda*, Change Order No. 2 for the Lake Elmo Avenue Trunk Watermain Improvements, thereby increasing the Contract amount by \$9,100. If removed from the consent agenda, the recommended motion for the action is as follows:

***“Move to approve Change Order No. 2 for the Lake Elmo Avenue Trunk Watermain Improvements thereby increasing the contract amount by \$9,100.00.”***

**ATTACHMENT(S):**

1. Change Order No. 2.

**CONTRACT CHANGE ORDER FORM**

**CITY OF LAKE ELMO, MINNESOTA  
LAKE ELMO AVE TRUNK WATERMAIN IMP.  
PROJECT NO. 2013.133**

**FOCUS ENGINEERING, inc.**

**CHANGE ORDER NO.** 2

**DATE:** January 8, 2016

**TO:** GM CONTRACTING, INC. 19810 515TH AVE, PO BOX 736 LAKE CRYSTAL, MN 56055

This Document will become a supplement to the Contract and all provisions will apply hereto. The Contract Documents are modified as follows upon execution of this Change Order.

**CHANGE ORDER DESCRIPTION / JUSTIFICATION:**

This change order is being processed to amend the Contract by addressing two changes in the scope of work. (1) Time and mobilization to excavate and investigate a curb stop suspected of leaking. (2) Additional driveway pavement work along Lake Elmo Avenue to correct drainage issues in front of resident's driveway entrances.

**Attachments (list documents supporting change):** N/A

ITEM	DESCRIPTION OF PAY ITEM	UNIT	QTY	UNIT PRICE	INCREASE/(DECREASE)
CO 2-1	WATER SERVICE EXCAVATION	LS	1	\$3,500.00	\$3,500.00
CO 2-2	DRIVEWAY PAVEMENT - DRAINAGE CORRECTION	LS	1	\$5,600.00	\$5,600.00
<b>NET CONTRACT CHANGE</b>					<b>\$9,100.00</b>

Amount of Original Contract	\$ 2,015,687.39
Sum of Additions/Deductions approved to date (CO Nos. 1)	\$ 12,427.86
Contract Amount to date	\$ 2,028,115.25
Amount of this Change Order (ADD) (DEDUCT) (NO-CHANGE)	\$ 9,100.00
Revised Contract Amount	\$ 2,037,215.25

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

APPROVED BY ENGINEER: FOCUS Engineering, inc.

*Chl dlh*  
ENGINEER

1/8/2016  
DATE

APPROVED BY CONTRACTOR

*[Signature]*  
BY

1/18/16  
DATE

APPROVED BY OWNER: CITY OF LAKE ELMO, MINNESOTA

\_\_\_\_\_  
BY

\_\_\_\_\_  
DATE

\_\_\_\_\_  
BY

\_\_\_\_\_  
DATE



# MAYOR & COUNCIL COMMUNICATION

**DATE:** February 2, 2016

**CONSENT**

**ITEM #** 4

**AGENDA ITEM:** Lake Elmo Avenue Trunk Watermain Improvements – Compensating Change Order No. 3

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

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

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

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

- Questions from Council to Staff ..... Mayor Facilitates
- Public Input, if Appropriate.....Mayor Facilitates
- Call for Motion ..... Mayor & City Council
- Discussion ..... Mayor & City Council
- Action on Motion ..... Mayor Facilitates

**POLICY RECOMMENDER:** Engineering.

**FISCAL IMPACT:** Decrease of \$15,631.93 to the final construction contract amount.

This change order reconciles the estimated and actual quantities installed on the project and decreases the final contract amount by \$15,631.93. The final construction contract amount is \$2,021,583.32 or 0.3% over the original construction contract award amount of \$2,015,687.39.

**SUMMARY AND ACTION REQUESTED:**

The City Council is respectfully requested to consider approving, *as part of the consent agenda*, Compensating Change Order No. 3 for the Lake Elmo Avenue Trunk Watermain Improvements to reconcile the estimated and actual quantities installed on the project. If removed from the consent agenda, the recommended motion for the action is as follows:

***“Move to approve Compensating Change Order No. 3 for the Lake Elmo Avenue Trunk Watermain Improvements thereby decreasing the final contract amount by \$15,631.93.”***

**LEGISLATIVE HISTORY/BACKGROUND INFORMATION:**

GM Contracting, Inc. was awarded a construction contract on June 3, 2014 to complete the Lake Elmo Avenue Trunk Watermain Improvements. The contractor has completed the work in accordance with the contract, plans and specifications; and with approval of this change order the contract amount will be adjusted to reflect quantities actually installed as a part of the project.

The overall decrease in the contract amount for this change order is \$15,631.93 as detailed on the attached itemization. The final construction contract amount is \$2,021,583.32.

**RECOMMENDATION:**

Staff is recommending that the City Council consider, *as part of the Consent Agenda*, approving Compensating Change Order No. 3 for the Lake Elmo Avenue Trunk Watermain Improvements thereby decreasing the final contract amount by \$15,631.93. If removed from the consent agenda, the recommended motion for this action is as follows:

***“Move to approve Compensating Change Order No. 3 for the Lake Elmo Avenue Trunk Watermain Improvements thereby decreasing the final contract amount by \$15,631.93.”***

**ATTACHMENT(S):**

1. Compensating Change Order No. 3



LAKE ELMO AVENUE TRUNK WATERMAIN IMPROVEMENTS  
CITY OF LAKE ELMO, MINNESOTA  
PROJECT NO. 2013.133



ITEM	DESCRIPTION OF PAY ITEM	UNIT	CONTRACT			TOTAL TO DATE		COMPENSATING CHANGE ORDER NO. 3	
			QUANTITY	UNIT PRICE	AMOUNT	QUANTITY	AMOUNT	NET CHANGE	AMOUNT
<b>DIVISION 1 - GENERAL</b>									
1	MOBILIZATION	LS	1	\$85,000.00	\$85,000.00	1	\$85,000.00	-	\$0.00
2	TRAFFIC CONTROL	LS	1	\$53,951.69	\$53,951.69	1	\$53,951.69	-	\$0.00
3	SILT FENCE	LF	461	\$2.50	\$1,152.50	0	\$0.00	-461.0	-\$1,152.50
4	TREE REMOVAL	EA	20	\$400.00	\$8,000.00	8	\$3,200.00	-12.0	-\$4,800.00
5	INLET PROTECTION	EA	3	\$152.58	\$457.74	3	\$457.74	-	\$0.00
6	6" TOPSOIL AND SOD	SY	267	\$6.30	\$1,682.10	267	\$1,682.10	-	\$0.00
7	TEMPORARY WATER SERVICE	LS	1	\$4,500.00	\$4,500.00	1	\$4,500.00	-	\$0.00
SUBTOTAL - DIVISION 1					\$154,744.03		\$148,791.53		-\$5,952.50
<b>DIVISION 2 - WATERMAIN</b>									
1	REMOVE EXISTING WATERMAIN - ALL SIZES AND TYPES	LF	416	\$2.85	\$1,185.60	363	\$1,034.55	-53.0	-\$151.05
2	ABANDON EXISTING WATERMAIN IN PLACE - ALL SIZES AND TYPES	LF	970	\$2.85	\$2,764.50	970	\$2,764.50	-	\$0.00
3	SALVAGE EXISTING HYDRANT, LEAD, AND VALVE	EA	2	\$350.00	\$700.00	1	\$350.00	-1.0	-\$350.00
4	REMOVE/ABANDON EXISTING WATER SERVICE - ALL SIZES AND TYPES	EA	15	\$150.00	\$2,250.00	16	\$2,400.00	1.0	\$150.00
5	CONNECT TO EXISTING WATERMAIN	EA	1	\$1,448.16	\$1,448.16	1	\$1,448.16	-	\$0.00
6	6" GATE VALVE & BOX	EA	27	\$2,036.85	\$54,994.95	27	\$54,994.95	-	\$0.00
7	8" GATE VALVE & BOX	EA	4	\$2,530.54	\$10,122.16	3	\$7,591.62	-1.0	-\$2,530.54
8	12" GATE VALVE & BOX	EA	1	\$3,508.66	\$3,508.66	1	\$3,508.66	-	\$0.00
9	16" BUTTERFLY VALVE & BOX	EA	17	\$3,489.56	\$59,322.52	15	\$52,343.40	-2.0	-\$6,979.12
10	HYDRANT - 8'-6" BURY	EA	27	\$4,182.48	\$112,926.96	27	\$112,926.96	-	\$0.00
11	1" CORPORATION STOP	EA	6	\$425.90	\$2,555.40	7	\$2,981.30	1.0	\$425.90
12	1.5" CORPORATION STOP	EA	38	\$550.20	\$20,907.60	40	\$22,008.00	2.0	\$1,100.40
13	2" CORPORATION STOP	EA	2	\$647.35	\$1,294.70	2	\$1,294.70	-	\$0.00
14	1" CURB STOP AND BOX	EA	6	\$463.58	\$2,781.48	7	\$3,245.06	1.0	\$463.58
15	1.5" CURB STOP AND BOX	EA	38	\$600.53	\$22,820.14	40	\$24,021.20	2.0	\$1,201.06
16	2" CURB STOP AND BOX	EA	2	\$746.85	\$1,493.70	2	\$1,493.70	-	\$0.00
17	1" TYPE K COPPER WATER SERVICE PIPE	LF	204	\$28.59	\$5,832.36	217	\$6,204.03	13.0	\$371.67
18	1.5" TYPE K COPPER WATER SERVICE PIPE	LF	1,586	\$32.06	\$50,847.16	1,737	\$55,688.22	151.0	\$4,841.06
19	2" TYPE K COPPER WATER SERVICE PIPE	LF	52	\$37.35	\$1,942.20	51	\$1,904.85	-1.0	-\$37.35
20	CONNECT TO EXISTING WATER SERVICE - ALL SIZES AND TYPES	EA	15	\$500.00	\$7,500.00	15	\$7,500.00	-	\$0.00
21	6" DIP CL. 52 WATERMAIN	LF	379	\$29.50	\$11,180.50	373	\$11,003.50	-6.0	-\$177.00
22	16" DIP CL. 52 WATERMAIN	LF	387	\$74.63	\$28,881.81	390	\$29,105.70	3.0	\$223.89
23	8" HDPE DR 11 WATERMAIN	LF	174	\$70.93	\$12,341.82	174	\$12,341.82	-	\$0.00
24	12" HDPE DR 11 WATERMAIN	LF	74	\$81.80	\$6,053.20	74	\$6,053.20	-	\$0.00
25	16" HDPE DR 11 WATERMAIN	LF	11,152	\$89.00	\$992,528.00	11,152	\$992,528.00	-	\$0.00
26	16" HDPE DR11 WATERMAIN, EXTRA DEPTH (P)	LF	2,200	\$89.00	\$195,800.00	2,200	\$195,800.00	-	\$0.00
27	6"x45" BEND MJ DUCTILE IRON COMPACT FITTING	EA	32	\$362.03	\$11,584.96	9	\$3,258.27	-23.0	-\$8,326.69
28	16"x11-1/4" BEND MJ DUCTILE IRON COMPACT FITTING	EA	1	\$1,325.00	\$1,325.00	0	\$0.00	-1.0	-\$1,325.00
29	16"x45" BEND MJ DUCTILE IRON COMPACT FITTING	EA	2	\$1,337.00	\$2,674.00	0	\$0.00	-2.0	-\$2,674.00
30	8"x6" TEE MJ DUCTILE IRON COMPACT FITTING	EA	3	\$543.52	\$1,630.56	4	\$2,174.08	1.0	\$543.52
31	16"x6" TEE MJ DUCTILE IRON COMPACT FITTING	EA	23	\$1,498.00	\$34,454.00	23	\$34,454.00	-	\$0.00
32	16"x8" TEE MJ DUCTILE IRON COMPACT FITTING	EA	4	\$1,520.00	\$6,080.00	4	\$6,080.00	-	\$0.00
33	16"x12" TEE MJ DUCTILE IRON COMPACT FITTING	EA	1	\$1,589.00	\$1,589.00	1	\$1,589.00	-	\$0.00
34	16"x12" CROSS MJ DUCTILE IRON COMPACT FITTING	EA	2	\$1,657.77	\$3,315.54	1	\$1,657.77	-1.0	-\$1,657.77
35	12"x6" REDUCER MJ DUCTILE IRON COMPACT FITTING	EA	1	\$588.10	\$588.10	1	\$588.10	-	\$0.00
36	16"x8" REDUCER MJ DUCTILE IRON COMPACT FITTING	EA	1	\$762.51	\$762.51	1	\$762.51	-	\$0.00
37	8" PLUG MJ DUCTILE IRON COMPACT FITTING	EA	4	\$268.40	\$1,073.60	5	\$1,342.00	1.0	\$268.40
38	12" PLUG MJ DUCTILE IRON COMPACT FITTING	EA	4	\$322.24	\$1,288.96	2	\$644.48	-2.0	-\$644.48
39	16" PLUG MJ DUCTILE IRON COMPACT FITTING	EA	1	\$506.18	\$506.18	1	\$506.18	-	\$0.00
40	HORIZONTAL DIRECTIONAL DRILLING BORE PITS	LS	1	\$70,092.00	\$70,092.00	1.0	\$70,092.00	-	\$0.00
41	WATER SERVICE CONNECTION PITS	LS	1	\$55,577.00	\$55,577.00	1.00	\$55,577.00	-	\$0.00
42	OFF ROAD STRUCTURE MARKER	EA	27	\$57.70	\$1,557.90	7	\$403.90	-20.0	-\$1,154.00
43	4" POLYSTYRENE INSULATION	SF	96	\$7.37	\$707.52	64	\$471.68	-32.0	-\$235.84
SUBTOTAL - DIVISION 2					\$1,808,790.41		\$1,792,137.05		-\$16,653.36
<b>DIVISION 3 - STREETS</b>									
1	SAWCUT BITUMINOUS PAVEMENT	LF	1,020	\$3.92	\$3,998.40	433	\$1,697.36	-587.0	-\$2,301.04
2	REMOVE & DISPOSE OF EXIST. BITUMINOUS PAVEMENT, ALL TYPES	SY	1,125	\$5.67	\$6,378.75	672	\$3,810.24	-453.0	-\$2,568.51
3	CL.5 AGGREGATE BASE	TN	410	\$29.93	\$12,271.30	407.7	\$12,202.46	-2.3	-\$68.84
4	DRIVEWAY RESTORATION	SY	62	\$39.21	\$2,431.02	17.33	\$679.51	-44.7	-\$1,751.51
5	SPNWB230B BITUMINOUS NON-WEAR COURSE, STREETS	TN	134	\$128.96	\$17,280.64	147.80	\$19,060.29	13.8	\$1,779.65
6	SPWEA240B BITUMINOUS WEAR COURSE, STREETS	TN	67	\$144.44	\$9,677.48	85.02	\$12,280.29	18.0	\$2,602.81
7	BITUMINOUS MATERIAL FOR TACK COAT	GA	56	\$2.06	\$115.36	56	\$115.36	-	\$0.00
SUBTOTAL - DIVISION 3					\$52,152.95		\$49,845.51		-\$2,307.44
<b>TOTALS - BASE CONTRACT</b>					<b>\$2,015,687.39</b>		<b>\$1,990,774.09</b>		<b>-\$24,913.30</b>

ITEM	DESCRIPTION OF PAY ITEM	UNIT	CONTRACT			TOTAL TO DATE		COMPENSATING CHANGE ORDER NO. 3	
			QUANTITY	UNIT PRICE	AMOUNT	QUANTITY	AMOUNT	NET CHANGE	AMOUNT
<b>CHANGE ORDER NO. 1</b>									
CO1-1	TRAFFIC CONTROL - TEMPORARY SIGNAGE	LS	1.0	\$3,810.00	\$3,810.00	1	\$3,810.00	-	\$0.00
CO1-2	RESTORATION - ELIMINATE CROSS AT 10TH STREET	LS	-1.0	\$1,130.46	-\$1,130.46	-1	-\$1,130.46	-	\$0.00
CO1-3	REMOVE 16"X12" CROSS	EA	-1.0	\$1,657.77	-\$1,657.77	0	\$0.00	1.0	\$1,657.77
CO1-4	REMOVE 12" PLUG	EA	-2.0	\$322.24	-\$644.48	0	\$0.00	2.0	\$644.48
CO1-5	REMOVE 16" BUTTERFLY VALVE & BOX	EA	-2.0	\$3,489.56	-\$6,979.12	0	\$0.00	2.0	\$6,979.12
CO1-6	18-INCH HYDRANT EXTENSION	EA	1.0	\$852.25	\$852.25	1	\$852.25	-	\$0.00
CO1-7	FOSTOR ADAPTORS	EA	16.0	\$200.00	\$3,200.00	16	\$3,200.00	-	\$0.00
CO1-8	16-INCH SLEEVE	EA	18.0	\$832.08	\$14,977.44	18	\$14,977.44	-	\$0.00
<b>TOTALS - CHANGE ORDER NO. 1</b>					<b>\$12,427.86</b>		<b>\$21,709.23</b>		<b>\$9,281.37</b>
<b>CHANGE ORDER NO. 2</b>									
CO2-2	3012 LAKE ELMO AVENUE WATER SERVICE EXCAVATION	LS	1.0	\$3,500.00	\$3,500.00	1	\$3,500.00	-	\$0.00
CO2-3	2976 & 2986 LAKE ELMO AVENUE DRIVEWAY REPAIRS	LS	1.0	\$5,600.00	\$5,600.00	1	\$5,600.00	-	\$0.00
<b>TOTALS - CHANGE ORDER NO. 2</b>					<b>\$9,100.00</b>		<b>\$9,100.00</b>		<b>\$0.00</b>
<b>TOTALS - DIFFERENCE IN CONTRACT AND ACTUAL WORK COMPLETE</b>					<b>\$2,037,215.25</b>		<b>\$2,021,583.32</b>		<b>-\$15,631.93</b>



# MAYOR & COUNCIL COMMUNICATION

**DATE:** February 2, 2016

**CONSENT**

**ITEM #** 5

**AGENDA ITEM:** Lake Elmo Avenue Trunk Watermain Improvements – Pay Request No. 6 (Final)

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

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

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

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

- Questions from Council to Staff ..... Mayor Facilitates
- Public Input, if Appropriate.....Mayor Facilitates
- Call for Motion ..... Mayor & City Council
- Discussion ..... Mayor & City Council
- Action on Motion ..... Mayor Facilitates

**POLICY RECOMMENDER:** Engineering.

**FISCAL IMPACT:**

None. Partial payment is proposed in accordance with the approved Contract and change orders for the project. The total project cost remains within authorized amounts and approved change orders for the project.

**SUMMARY AND ACTION REQUESTED:**

The City Council is respectfully requested to consider accepting the improvements and approving Pay Request No. 6 (Final) for the Lake Elmo Avenue Trunk Watermain Improvements. The work has been reviewed by the Engineer and is fully completed in accordance with the Contract and Specifications and Change Orders. If removed from the consent agenda, the recommended motion for the action is as follows:

***“Move to accept the Lake Elmo Avenue Trunk Watermain Improvements and approve Pay Request No. 6 (Final) to GM Contracting Inc. in the amount of \$120,765.01.”***

**LEGISLATIVE HISTORY/BACKGROUND INFORMATION:**

GM Contracting Inc., the Contractor for the project, has completed the Lake Elmo Avenue Trunk Watermain Improvements in accordance with the construction contract awarded by the council on June 11, 2014. The Project Engineer has prepared a Certificate of Completion indicating that all work is completed including all punchlist items and is recommending the acceptance of the improvements and release of final retainage. Project acceptance will initiate the one-year warranty period for the improvements. The one-year warranty will begin on February 2, 2016 and will extend through February 1, 2017.

The final total construction costs for the project is \$2,021,583.32 which is 0.3% over the original contract amount of \$2,015,687.39. Added project costs are primarily related to additional water services stubs and watermain fittings. The project is being funded through the water fund and the levy of special assessments to the benefitting properties. A breakdown of the project costs compared with the previously approved budget is shown below.

	<b>Post Construction Costs</b>	<b>Authorized Project Budget Costs</b>
<b>Total Project Costs:</b>	\$2,317,000	\$2,498,400
<b>Funding Source:</b>		
<i>Water Enterprise Funds:</i>	\$2,224,200	\$2,405,600
<i>Water Assessment Revenue:</i> <i>(32 Units at \$2,900 each)</i>	\$92,800	\$92,800

The City has received all lien waivers, consent of surety, and IC-134s from the Contractor.

**RECOMMENDATION:**

Staff is recommending that the City Council consider, *as part of the Consent Agenda*, accepting the Lake Elmo Avenue Trunk Watermain Improvements and approving Pay Request No. 6 (Final) in the amount of \$120,765.01. If removed from the consent agenda, the recommended motion for the action is as follows:

***“Move to accept the Lake Elmo Avenue Trunk Watermain Improvements and approve Pay Request No. 6 (Final) to GM Contracting Inc., in the amount of \$120,765.01.”***

**ATTACHMENT(S):**

1. Certificate of Completion
2. Partial Pay Estimate No. 6 (Final)

**PROJECT PAY FORM**

PARTIAL PAY ESTIMATE NO. <u>6 (FINAL)</u>	<b>FOCUS</b> ENGINEERING, inc.
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LAKE ELMO AVENUE TRUNK WATERMAIN IMPROVEMENTS PROJECT NO. 2013.133	PERIOD OF ESTIMATE FROM <u>11/1/2014</u> TO <u>1/11/2016</u>
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PROJECT OWNER: <b>CITY OF LAKE ELMO</b> 3800 LAVERNE AVENUE NORTH LAKE ELMO, MN 55042 ATTN: JACK GRIFFIN, CITY ENGINEER	CONTRACTOR: <b>GM CONTRACTING INC.</b> 19810 515TH AVE LAKE CRYSTAL, MN 56055 ATTN: MIKE URBAN, PROJECT MANAGER
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CONTRACT CHANGE ORDER SUMMARY				PAY ESTIMATE SUMMARY	
No.	Approval Date	Amount			
		Additions	Deductions		
1	10/21/2014	\$12,427.86		1. Original Contract Amount	\$2,015,687.39
2	1/19/2016	\$9,100.00		2. Net Change Order Sum	\$5,895.93
3	1/19/2016		\$15,631.93	3. Revised Contract (1+2)	\$2,021,583.32
				4. *Work Completed	\$2,021,583.32
				5. *Stored Materials	\$0.00
				6. Subtotal (4+5)	\$2,021,583.32
				7. Retainage* <span style="color: red;">0.0%</span>	\$0.00
				8. Previous Payments	\$1,900,818.31
<b>TOTALS</b>		<b>\$21,527.86</b>	<b>\$15,631.93</b>	9. Amount Due (6-7-8)	<b>\$120,765.01</b>
<b>NET CHANGE</b>		<b>\$5,895.93</b>		<i>*Detailed Breakdown Attached</i>	

CONTRACT TIME					
START DATE:	<u>6/26/2014</u>	ORIGINAL DAYS	<u>141</u>	ON SCHEDULE	
SUBSTANTIAL COMPLETION:	<u>10/17/2014</u>	REVISED DAYS	<u>0</u>	YES	<input type="checkbox"/>
FINAL COMPLETION:	<u>11/14/2014</u>	REMAINING	<u>-423</u>	NO	<input checked="" type="checkbox"/>

ENGINEER'S CERTIFICATION: The undersigned certifies that the work has been reviewed and to the best of their knowledge and belief, the quantities shown in this estimate are correct and the work has been performed in accordance with the contract documents.	FOCUS Engineering, inc.  _____ ENGINEER <u>1/11/2016</u> _____ DATE
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CONTRACTOR'S CERTIFICATION: The undersigned Contractor certifies that to the best of their knowledge, information and belief the work covered by this payment estimate has been completed in accordance with the contract documents, that all amounts have been paid by the contractor for work for which previous payment estimates was issued and payments received from the owner, and that current payment shown herein is now due.	CONTRACTOR  _____ BY <u>1/11/2016</u> _____ DATE
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APPROVED BY OWNER: <b>CITY OF LAKE ELMO, MINNESOTA</b>  _____ BY  _____ DATE	_____ BY  _____ DATE
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PARTIAL PAY ESTIMATE NO. 6 (FINAL)

LAKE ELMO AVENUE TRUNK WATERMAIN IMPROVEMENTS  
CITY OF LAKE ELMO, MINNESOTA  
PROJECT NO. 2013.133



ITEM	DESCRIPTION OF PAY ITEM	UNIT	CONTRACT			THIS PERIOD		TOTAL TO DATE	
			QUANTITY	UNIT PRICE	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT
<b>DIVISION 1 - GENERAL</b>									
1	MOBILIZATION	LS	1	\$85,000.00	\$85,000.00	0.00	\$0.00	1	\$85,000.00
2	TRAFFIC CONTROL	LS	1	\$53,951.69	\$53,951.69	0.00	\$0.00	1	\$53,951.69
3	SILT FENCE	LF	461	\$2.50	\$1,152.50	0.00	\$0.00	0	\$0.00
4	TREE REMOVAL	EA	20	\$400.00	\$8,000.00	0.00	\$0.00	8	\$3,200.00
5	INLET PROTECTION	EA	3	\$152.58	\$457.74	0.00	\$0.00	3	\$457.74
6	6" TOPSOIL AND SOD	SY	267	\$6.30	\$1,682.10	267.00	\$1,682.10	267	\$1,682.10
7	TEMPORARY WATER SERVICE	LS	1	\$4,500.00	\$4,500.00	0.00	\$0.00	1	\$4,500.00
SUBTOTAL - DIVISION 1					\$154,744.03		\$1,682.10		\$148,791.53
<b>DIVISION 2 - WATERMAIN</b>									
1	REMOVE EXISTING WATERMAIN - ALL SIZES AND TYPES	LF	416	\$2.85	\$1,185.60	0.00	\$0.00	363	\$1,034.55
2	ABANDON EXISTING WATERMAIN IN PLACE - ALL SIZES AND TYPES	LF	970	\$2.85	\$2,764.50	0.00	\$0.00	970	\$2,764.50
3	SALVAGE EXISTING HYDRANT, LEAD, AND VALVE	EA	2	\$350.00	\$700.00	0.00	\$0.00	1	\$350.00
4	REMOVE/ABANDON EXISTING WATER SERVICE - ALL SIZES AND TYPES	EA	15	\$150.00	\$2,250.00	0.00	\$0.00	16	\$2,400.00
5	CONNECT TO EXISTING WATERMAIN	EA	1	\$1,448.16	\$1,448.16	0.00	\$0.00	1	\$1,448.16
6	6" GATE VALVE & BOX	EA	27	\$2,036.85	\$54,994.95	0.00	\$0.00	27	\$54,994.95
7	8" GATE VALVE & BOX	EA	4	\$2,530.54	\$10,122.16	0.00	\$0.00	3	\$7,591.62
8	12" GATE VALVE & BOX	EA	1	\$3,508.66	\$3,508.66	0.00	\$0.00	1	\$3,508.66
9	16" BUTTERFLY VALVE & BOX	EA	17	\$3,489.56	\$59,322.52	0.00	\$0.00	15	\$52,343.40
10	HYDRANT - 8'-6" BURY	EA	27	\$4,182.48	\$112,926.96	0.00	\$0.00	27	\$112,926.96
11	1" CORPORATION STOP	EA	6	\$425.90	\$2,555.40	0.00	\$0.00	7	\$2,981.30
12	1.5" CORPORATION STOP	EA	38	\$550.20	\$20,907.60	0.00	\$0.00	40	\$22,008.00
13	2" CORPORATION STOP	EA	2	\$647.35	\$1,294.70	0.00	\$0.00	2	\$1,294.70
14	1" CURB STOP AND BOX	EA	6	\$463.58	\$2,781.48	0.00	\$0.00	7	\$3,245.06
15	1.5" CURB STOP AND BOX	EA	38	\$600.53	\$22,820.14	0.00	\$0.00	40	\$24,021.20
16	2" CURB STOP AND BOX	EA	2	\$746.85	\$1,493.70	0.00	\$0.00	2	\$1,493.70
17	1" TYPE K COPPER WATER SERVICE PIPE	LF	204	\$28.59	\$5,832.36	0.00	\$0.00	217	\$6,204.03
18	1.5" TYPE K COPPER WATER SERVICE PIPE	LF	1,586	\$32.06	\$50,847.16	0.00	\$0.00	1,737	\$55,688.22
19	2" TYPE K COPPER WATER SERVICE PIPE	LF	52	\$37.35	\$1,942.20	0.00	\$0.00	51	\$1,904.85
20	CONNECT TO EXISTING WATER SERVICE - ALL SIZES AND TYPES	EA	15	\$500.00	\$7,500.00	0.00	\$0.00	15	\$7,500.00
21	6" DIP CL. 52 WATERMAIN	LF	379	\$29.50	\$11,180.50	0.00	\$0.00	373	\$11,003.50
22	16" DIP CL. 52 WATERMAIN	LF	387	\$74.63	\$28,881.81	0.00	\$0.00	390	\$29,105.70
23	8" HDPE DR 11 WATERMAIN	LF	174	\$70.93	\$12,341.82	0.00	\$0.00	174	\$12,341.82
24	12" HDPE DR 11 WATERMAIN	LF	74	\$81.80	\$6,053.20	0.00	\$0.00	74	\$6,053.20
25	16" HDPE DR 11 WATERMAIN	LF	11,152	\$89.00	\$992,528.00	0.00	\$0.00	11,152	\$992,528.00
26	16" HDPE DR11 WATERMAIN, EXTRA DEPTH (P)	LF	2,200	\$89.00	\$195,800.00	0.00	\$0.00	2,200	\$195,800.00
27	6"x45" BEND MJ DUCTILE IRON COMPACT FITTING	EA	32	\$362.03	\$11,584.96	0.00	\$0.00	9	\$3,258.27
28	16"x11-1/4" BEND MJ DUCTILE IRON COMPACT FITTING	EA	1	\$1,325.00	\$1,325.00	0.00	\$0.00	0	\$0.00
29	16"x45" BEND MJ DUCTILE IRON COMPACT FITTING	EA	2	\$1,337.00	\$2,674.00	0.00	\$0.00	0	\$0.00
30	8"x6" TEE MJ DUCTILE IRON COMPACT FITTING	EA	3	\$543.52	\$1,630.56	0.00	\$0.00	4	\$2,174.08
31	16"x6" TEE MJ DUCTILE IRON COMPACT FITTING	EA	23	\$1,498.00	\$34,454.00	0.00	\$0.00	23	\$34,454.00
32	16"x8" TEE MJ DUCTILE IRON COMPACT FITTING	EA	4	\$1,520.00	\$6,080.00	0.00	\$0.00	4	\$6,080.00
33	16"x12" TEE MJ DUCTILE IRON COMPACT FITTING	EA	1	\$1,589.00	\$1,589.00	0.00	\$0.00	1	\$1,589.00
34	16"x12" CROSS MJ DUCTILE IRON COMPACT FITTING	EA	2	\$1,657.77	\$3,315.54	0.00	\$0.00	1	\$1,657.77
35	12"x6" REDUCER MJ DUCTILE IRON COMPACT FITTING	EA	1	\$588.10	\$588.10	0.00	\$0.00	1	\$588.10
36	16"x8" REDUCER MJ DUCTILE IRON COMPACT FITTING	EA	1	\$762.51	\$762.51	0.00	\$0.00	1	\$762.51
37	8" PLUG MJ DUCTILE IRON COMPACT FITTING	EA	4	\$268.40	\$1,073.60	0.00	\$0.00	5	\$1,342.00
38	12" PLUG MJ DUCTILE IRON COMPACT FITTING	EA	4	\$322.24	\$1,288.96	0.00	\$0.00	2	\$644.48
39	16" PLUG MJ DUCTILE IRON COMPACT FITTING	EA	1	\$506.18	\$506.18	0.00	\$0.00	1	\$506.18
40	HORIZONTAL DIRECTIONAL DRILLING BORE PITS	LS	1	\$70,092.00	\$70,092.00	0.00	\$0.00	1.0	\$70,092.00
41	WATER SERVICE CONNECTION PITS	LS	1	\$55,577.00	\$55,577.00	0.15	\$8,336.55	1.00	\$55,577.00
42	OFF ROAD STRUCTURE MARKER	EA	27	\$57.70	\$1,557.90	0.00	\$0.00	7	\$403.90
43	4" POLYSTYRENE INSULATION	SF	96	\$7.37	\$707.52	0.00	\$0.00	64	\$471.68
SUBTOTAL - DIVISION 2					\$1,808,790.41		\$8,336.55		\$1,792,137.05
<b>DIVISION 3 - STREETS</b>									
1	SAWCUT BITUMINOUS PAVEMENT	LF	1,020	\$3.92	\$3,998.40	0	\$0.00	433	\$1,697.36
2	REMOVE & DISPOSE OF EXIST. BITUMINOUS PAVEMENT, ALL TYPES	SY	1,125	\$5.67	\$6,378.75	0	\$0.00	672	\$3,810.24
3	CL.5 AGGREGATE BASE	TN	410	\$29.93	\$12,271.30	0	\$0.00	407.7	\$12,202.46
4	DRIVEWAY RESTORATION	SY	62	\$39.21	\$2,431.02	0	\$0.00	17.33	\$679.51
5	SPNWB230B BITUMINOUS NON-WEAR COURSE, STREETS	TN	134	\$128.96	\$17,280.64	0	\$0.00	147.80	\$19,060.29
6	SPWEA240B BITUMINOUS WEAR COURSE, STREETS	TN	67	\$144.44	\$9,677.48	11	\$1,603.28	85.02	\$12,280.29
7	BITUMINOUS MATERIAL FOR TACK COAT	GA	56	\$2.06	\$115.36	0	\$0.00	56	\$115.36
SUBTOTAL - DIVISION 3					\$52,152.95		\$1,603.28		\$49,845.51
<b>TOTALS - BASE CONTRACT</b>					<b>\$2,015,687.39</b>		<b>\$11,621.93</b>		<b>\$1,990,774.09</b>

ITEM	DESCRIPTION OF PAY ITEM	UNIT	CONTRACT			THIS PERIOD		TOTAL TO DATE	
			QUANTITY	UNIT PRICE	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT
<b>CHANGE ORDER NO. 1</b>									
CO1-1	TRAFFIC CONTROL - TEMPORARY SIGNAGE	LS	1.0	\$3,810.00	\$3,810.00	0	\$0.00	1	\$3,810.00
CO1-2	RESTORATION - ELIMINATE CROSS AT 10TH STREET	LS	1.0	-\$1,130.46	-\$1,130.46	0	\$0.00	1	-\$1,130.46
CO1-3	REMOVE 16"X12" CROSS	EA	-1.0	\$1,657.77	-\$1,657.77	0	\$0.00	0	\$0.00
CO1-4	REMOVE 12" PLUG	EA	-2.0	\$322.24	-\$644.48	0	\$0.00	0	\$0.00
CO1-5	REMOVE 16" BUTTERFLY VALVE & BOX	EA	-2.0	\$3,489.56	-\$6,979.12	0	\$0.00	0	\$0.00
CO1-6	18-INCH HYDRANT EXTENSION	EA	1.0	\$852.25	\$852.25	0	\$0.00	1	\$852.25
CO1-7	FOSTOR ADAPTORS	EA	16.0	\$200.00	\$3,200.00	0	\$0.00	16	\$3,200.00
CO1-8	16-INCH SLEEVE	EA	18.0	\$832.08	\$14,977.44	0	\$0.00	18	\$14,977.44
<b>TOTALS - CHANGE ORDER NO. 1</b>					<b>\$12,427.86</b>		<b>\$0.00</b>		<b>\$21,709.23</b>
<b>CHANGE ORDER NO. 2</b>									
CO2-1	WATER SERVICE EXCAVATION	LS	1.0	\$3,500.00	\$3,500.00	1	\$3,500.00	1	\$3,500.00
CO2-2	DRIVEWAY PAVEMENT - DRAINAGE CORRECTION	LS	1.0	\$5,600.00	\$5,600.00	1	\$5,600.00	1	\$5,600.00
<b>TOTALS - CHANGE ORDER NO. 2</b>					<b>\$9,100.00</b>		<b>\$9,100.00</b>		<b>\$9,100.00</b>
<b>COMPENSATING CHANGE ORDER NO. 3</b>									
CO2-1	WATER SERVICE EXCAVATION	LS	1.0	-\$15,631.93	-\$15,631.93	0	\$0.00	0	\$0.00
<b>TOTALS - COMPENSATING CHANGE ORDER NO. 3</b>					<b>-\$15,631.93</b>		<b>\$0.00</b>		<b>\$0.00</b>
<b>TOTALS - REVISED CONTRACT</b>					<b>\$2,021,583.32</b>		<b>\$20,721.93</b>		<b>\$2,021,583.32</b>

**CERTIFICATE OF COMPLETION**

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DATE OF ISSUANCE: **FEBRUARY 2, 2016**

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OWNER: CITY OF LAKE ELMO, MN  
CONTRACTOR: GM CONTRACTING, INC.  
PROJECT NAME: LAKE ELMO AVENUE TRUNK WATERMAIN IMPROVEMENTS  
PROJECT NO.: 2013.133

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

I do hereby certify that the work to which this Certificate applies has been constructed in accordance with the Contract dated **JUNE 11, 2014**. The above-mentioned improvement is hereby declared to be complete and acceptance of this work is recommended.

DATE OF COMPLETION: **FEBRUARY 2, 2016**

Chad Isakson Reg. No. 49028



FOCUS Engineering, Inc.

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THE WARRANTY PERIOD BEGINS FEB. 2, 2016 AND ENDS FEB. 1, 2017

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# MAYOR & COUNCIL COMMUNICATION

**DATE:** February 2, 2016  
**CONSENT**  
**ITEM #** 6

**AGENDA ITEM:** Downtown Phase 1 Improvements – Approve Washington County Cooperative Agreement Payment No. 1

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

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

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

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

- Questions from Council to Staff ..... Mayor Facilitates
- Public Input, if Appropriate.....Mayor Facilitates
- Call for Motion ..... Mayor & City Council
- Discussion ..... Mayor & City Council
- Action on Motion ..... Mayor Facilitates

**POLICY RECOMMENDER:** Engineering.

**FISCAL IMPACT:**

None. Partial payment is proposed in accordance with Cooperative Agreement No. 9660 with Washington County for the Downtown Phase 1 Improvements.

**SUMMARY AND ACTION REQUESTED:**

The City Council is respectfully requested to consider approving, *as part of the Consent Agenda*, payment to Washington County in the amount of \$498,866.35 per the attached invoice and per section G.2 of Cooperative Agreement No. 9660 with Washington County for the Downtown Phase 1 Improvements. Per the agreement the first payment is due on January 15, 2016 in the amount equal to 10% of the Estimated Phase 1 Total City Cost. The County has extended the payment due date in order to allow the City to process payment approval at the February 2, 2016 council meeting and after reviewing additional supporting documentation.

**LEGISLATIVE HISTORY/BACKGROUND INFORMATION:**

In June 2015, the City of Lake Elmo entered into Cooperative Agreement No. 9660 with Washington County to formalize the County as the project lead agency for the Downtown Phase 1 and Phase 2 Improvements, including preliminary design, final design, right-of-way acquisition, construction inspection/administration, and construction costs. The agreement further identifies the estimated cost participation by the City and payment thereof.

The City's payment schedule, as identified in section G.2 of the Cooperative Agreement is summarized as follows:

1. January 15, 2016 – an amount equal to 10% of the Estimated Phase 1 Total City Cost. The agreement identifies the estimated amount of \$495,309.
2. June 15, 2016 – an amount equal to 90% of the Estimated Phase 1 Total City Cost. The agreement identifies the estimated amount of \$4,457,781.
3. January 15, 2017 – an amount equal to 20% of the Estimated Phase 2 Total City Cost. The agreement identifies the estimated amount of \$764,272.
4. June 15, 2017 – an amount equal to 80% of the Estimated Phase 2 Total City Cost. The agreement identifies the estimated amount of \$3,057,088.

Washington County recently submitted the first invoice per this agreement in the amount of \$498,866.35 which varies slightly with the estimated amount at the time the agreement was executed. The following is a summary for the revised payment amount per staff discussions with the County:

- Invoice #1 is 10% of the original estimated cost data used in the Cooperative Agreement with a few minor adjustments as follows:
  - Costs for R/W for Upper 33rd St, 36th Street and Laverne Avenue have been listed as actual Job-to-Date (JTD) at \$89,452.10. Per the detail sheet this represents costs through 12/07/2015 and may not be a final cost.
  - Costs for R/W for the Regional Drainage Pond has been listed as actual Job-to-Date (JTD) at \$427,406.65. This represents costs incurred to date but not final.
  - Costs for Construction Inspection/Administration have been listed as the original Cooperative Agreement estimates with additional costs added for precondition survey work by Multivista and Braun. The invoice does not reflect costs incurred to date and is not an indication in regards to the Estimate at Completion (ETC) for these services.
  - Preliminary/Final Design and Construction costs have been listed as the original Cooperative Agreement estimates with no change. The invoice does not reflect costs incurred to date and is not an indication in regards to Estimate at Completion (ETC) for these services. The County and City staff are aware of several Work Orders resulting in increased construction costs, however these increases have not been formally processed and are therefore not reflected in Invoice #1.

**RECOMMENDATION:**

Staff is recommending that the City Council approve, *as part of the Consent Agenda*, payment to Washington County in the amount of \$498,866.35 per the attached invoice and per section G.2 of Cooperative Agreement No. 9660 with Washington County for the Downtown Phase 1 Improvements. If removed from the consent agenda, the recommended motion for the action is as follows:

***“Move to approve payment to Washington County in the amount of \$498,866.35 per the attached invoice and per section G.2 of Cooperative Agreement No. 9660 with Washington County for the Downtown Phase 1 Improvements.”***

**ATTACHMENT(S):**

1. Washington County Invoice No. 82378 and supporting detail.



WACO PUBLIC WORKS DEPT  
 11660 MYERON RD N  
 STILLWATER MN 55082

<i>Invoice</i>	
Invoice Number:	82378
Account Number:	20498
Due Date	1/15/16
Amount Enclosed:	\$ _____
Federal Tax Id:41-6005919	

To: LAKE ELMO CITY  
 3800 LAVERNE AVEN  
 LAKE ELMO MN 55042-9629

*Please return top portion with payment. Thank You.*

Invoice						
Date	Number	Type	Due Date	Remark	Amount	
12/9/15	82378	Invoice	1/15/16	CSAH 17 (Lake Elmo Avenue)	\$498,866.35	
			1/15/16	Phase I invoice for Initial		
			1/15/16	10% of estimated Project		
			1/15/16	Cost		
			1/15/16	*****		
			1/15/16	Due Date: January 15, 2016		
			1/15/16	*****		
			1/15/16	City/County Cooperative		
			1/15/16	Agreement No. 9660		
			1/15/16	*****		
			1/15/16	41411703.525020.CITY		
I declare under the penalties of law that this account claim or demand, is just and correct and no part of it has been paid.					<b>Invoice Total</b>	\$498,866.35
Please make check payable to <b>Washington County</b> and mail to the address above.					<b>Sales Tax</b>	
					<b>Balance Due</b>	\$498,866.35

PHASE I - COST SUMMARY FOR INVOICE #1 - CITY/COUNTY AGREEMENT #9660						
	Estimated Total Cost (from Coop Agree)	Current Estimated Total Cost	City Cost %	Current Estimated City Cost	Initial 10%	Amount Due 1/15/16
<i>Right-of-Way and Easements</i>						
Upper 33rd St. N, 36th St. N. and Laverne Avenue	\$ 80,693.00	\$ 89,452.10	100%	\$ 89,452.10	10%	\$ 8,945.21
Regional Drainage Pond	\$ 434,074.00	\$ 427,406.65	50%	\$ 213,703.33	10%	\$ 21,370.33
<i>Engineering</i>						
Preliminary Design	\$ 131,600.00	\$ 131,600.00	91.2%	\$ 120,019.20	10%	\$ 12,001.92
Final Design	\$ 233,460.00	\$ 233,460.00	91.2%	\$ 212,915.52	10%	\$ 21,291.55
Construction Inspection/Administration	\$ 295,200.00	\$ 323,060.00	91.2%	\$ 294,630.72	10%	\$ 29,463.07
<i>Construction</i>						
	\$ 4,449,499.00	\$ 4,449,498.52	91.2%	\$ 4,057,942.65	10%	\$ 405,794.27
<b>TOTAL</b>	<b>\$ 5,624,526.00</b>	<b>\$ 5,654,477.27</b>		<b>\$ 4,988,663.52</b>		<b>\$ 498,866.35</b>





**MAYOR & COUNCIL COMMUNICATION**

**DATE: February 2, 2016**  
**CONSENT**  
**ITEM # 7**

**AGENDA ITEM:** Driveway Encroachment & Maintenance Agreement

**SUBMITTED BY:** Joan Ziertman, Planning Program Assistant

**THROUGH:** Clark Schroeder, City Administrator

**REVIEWED BY:** Stephen Wensman, City Planner

**SUGGESTED ORDER OF BUSINESS (if removed from consent agenda):**

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

**POLICY RECCOMENDER:** Staff recommends that the City Council approve the Driveway Encroachment and Maintenance agreement for Jeerasak Poophakumanart at PID #24.029.21.13.0004.

**FISCAL IMPACT:** None

**SUMMARY AND ACTION REQUESTED:** The City Council is respectfully requested to authorize as part of tonight’s consent agenda, the execution of a driveway encroachment and maintenance agreement. The City has received a request to install a driveway within an unimproved portion of the public right-of-way owned by the City. Homeowner and City intend that Homeowner shall be responsible for maintaining, repairing and replacing the Private Driveway.

*Staff is recommending that the City Council approve the driveway encroachment and maintenance agreement as part of the Consent Agenda. If the City Council removes the item from the Consent Agenda, the recommended action can be completed through the following motion:*

***“Move to approve the driveway encroachment and maintenance agreement for Jeerasak Poophakumpanart to install a driveway within an unimproved portion of the public right-of-way owned by the City.”***

**LEGISLATIVE HISTORY:** The Driveway Encroachment and Maintenance Agreement that has been submitted for Council consideration is for a driveway and has been reviewed by planning and engineering staff. The proposed driveway meets all city code requirements and Staff would have otherwise authorized construction of the driveway if it did not encroach into the unimproved portion of the public right-of-way owned by the City.

**BACKGROUND INFORMATION (SWOT):**

**Strengths:** The Driveway encroachment and maintenance agreement is a legal document that all property owners seeking to install driveways within unimproved portions of public right-of-way owned by the City are required to sign. The document, among other things, indemnifies the city from responsibility if damage occurs to the improvement or if it needs to be removed at some point in the future.

**Weaknesses:** None

**Opportunities:** None

**Threats:** None

**RECOMMENDATION:**

*Based on the aforementioned, Staff is recommending that the City Council approve the driveway encroachment and maintenance agreement as part of the Consent Agenda. If the City Council removes the item from the Consent Agenda, the recommended action can be completed through the following motion:*

***“Move to approve the driveway encroachment and maintenance agreement for Jeerasak Poophakumpanart to install a driveway within an unimproved portion of the public right-of-way owned by the City.”***



0 480 960 1,920 Feet

Parcel ID: 2402921130004

Parcel Address:  
CITY OF LAKE ELMO

MAP FOR REFERENCE ONLY  
NOT A LEGAL DOCUMENT

This drawing is the result of the compilation and reproduction of land records as they appear in various Washington County offices. The drawing should be used for reference purposes only. Washington County is not responsible for any inaccuracies.

Created on 11/30/2015

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Return to:  
David K. Snyder  
Johnson / Turner Legal  
56 East Broadway Avenue, Suite 206  
Forest Lake, MN 55025

### **DRIVEWAY ENCROACHMENT AND MAINTENANCE AGREEMENT**

THIS AGREEMENT is made this \_\_\_\_ day of \_\_\_\_\_, 2015, by and between the City of Lake Elmo, a Minnesota municipality (hereinafter "City"), and \_\_\_\_\_, [married / an individual] (hereinafter "Owner"), and their successors in title.

WHEREAS, the City has public road right-of-way known as "\_\_\_\_\_" dividing the property as legally described on "Exhibit A" hereto; and,

WHEREAS, Owner is the owner of property identified on "Exhibit B" hereto and is desirous of constructing a driveway ("The Improvements") within the right-of-way; and,

WHEREAS, the permission granted herein is limited to The Improvements proposed within the right-of-way.

NOW, THEREFORE, in consideration of the premises and for good and valuable consideration, the receipt of which is acknowledged, the City will permit the encroachment on its right-of-way area as set forth herein and subject to the conditions set forth below:

1. Owner and their successors in title may install and maintain The Improvements in the configuration directed by the City and in accordance herewith.

2. Owner must notify the City at least forty-eight (48) hours before construction, repair and/or maintenance work commences within the right-of-way. No such work shall take place without the City staff being given the opportunity to be present at the site. Further, if the City determines in its reasonable estimation that any proposed work may potentially cause an unsafe condition or damage or impair the City's right-of-way area, the City shall have the authority to prevent such work from being done by giving notice to Owner; notwithstanding the foregoing, in the event of an emergency situation and/or the existence of an unsafe condition of Owner's land, the prescribed forty-eight (48) hour notice requirement shall be waived by the City. However, in the event of such situation, said waiver shall not relieve Owner from his obligation to notify the City in a timely and practical manner. The City shall have no obligation to notify Owner of its intent to do work.

3. To the fullest extent permitted by law, Owner, their successors and assigns agree to release, defend, protect, indemnify, save and hold harmless the City, its agents, directors, employees and contractors against any and all claims, costs and liabilities, including the costs of defense for damages, injury or death arising from or in any way connected to the installation, maintenance, repair, removal and/or presence of The Improvements permitted hereunder, regardless of whether such harm is to Owner, the City, the employees or officers of either or any other person or entity, except Owner shall not be liable under this paragraph for loss or damage to the extent resulting from the negligence or intentional acts of the indemnified parties.

4. The private driveway shall be the sole and exclusive property and responsibility of Owner and shall not be a public driveway whether or not the private driveway is located

within the public right-of-way.

5. Owner shall, at its sole cost, maintain, repair and replace the private driveway as needed, and agrees to indemnify, defend and hold the City harmless from any claims, actions, demands, or liability, including attorneys' fees, arising out of or relating to the Private Driveway.

6. The permission granted herein is limited exclusively to the proposed Improvements within the City's right-of-way. Owner shall not alter the grade, perform any other site disturbing activities, or permit such alteration anywhere upon the land upon which the City has reserved its right-of-way without proper express written consent of the City. Owner shall construct and maintain The Improvements in compliance with all applicable laws and in good repair.

7. Owner shall, at all times, use their best efforts to conduct all of his activities on said right-of-way area in such a manner as to not interfere with or impede the operation of the City's right-of-way and related activities in any manner whatsoever, and shall remove The Improvements at no cost to the City when directed by the City. The work shall be done and The Improvements maintained in conformance with the direction of the City. The right to install The Improvements shall be on a non-exclusive basis and subject to placement of other and different improvements as directed by the City.

8. This Agreement shall be governed in all respects by Minnesota law.

9. This Agreement shall be recorded as to the Property in the office of the County Recorder or Registrar of Titles in and for Washington County, Minnesota.

IN WITNESS WHEREOF the parties hereto execute this Agreement the day and year first above-written.





**EXHIBIT A**

**EXHIBIT B**



# MAYOR & COUNCIL COMMUNICATION

**DATE:** February 2, 2016  
**CONSENT  
ITEM  
MOTION** 8

**AGENDA ITEM:** Department of Building Safety Summary Report.

**SUBMITTED BY:** Rick Chase, Building Official

**THROUGH:** Rick Chase, Building Official

**REVIEWED BY:** Clark Schroeder, Interim City Administrator

**SUGGESTED ORDER OF BUSINESS:**

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

**POLICY RECCOMENDER:** As part of the Consent Agenda, the City Council is asked to accept the monthly Department of Building Safety summary report. No specific motion is needed, as this is recommended to be part of the overall approval of the Consent Agenda.

**FISCAL IMPACT:** Minimal staff time in preparing report.

**SUMMARY AND ACTION REQUESTED:** The purpose of this report is to provide additional data points related to construction activity in Lake Elmo.

**BACKGROUND INFORMATION (SWOT):**

<b>Strengths</b>	<b>Overall improvement in reporting.</b>
<b>Weaknesses</b>	NA
<b>Opportunities</b>	NA
<b>Threats</b>	NA

**RECOMMENDATION:** Based on the aforementioned, the staff recommends accepting the Department of Building Safety summary report.

# 2016 Department of Building Safety Summary

## Inspections-Plan Reviews-Permits

January 1 through Jan 27 2016

January				
	Building Official	Building Inspector	Contract Inspector	Total
Inspections	75	198		273
Plan Reviews			10	10
Permits			59	59

March				
	Building Official	Building Inspector	Contract Inspector	Total
Inspections				0
Plan Reviews				0
Permits				0

May				
	Building Official	Building Inspector	Contract Inspector	Total
Inspections				0
Plan Reviews				0
Permits				0

July				
	Building Official	Building Inspector	Contract Inspector	Total
Inspections				0
Plan Reviews				0
Permits				0

September				
	Building Official	Building Inspector	Contract Inspector	Total
Inspections				0
Plan Reviews				0
Permits				0

November				
	Building Official	Building Inspector	Contract Inspector	Total
Inspections				0
Plan Reviews				0
Permits				0

2016 Total year to date				
	Building Official	Building Inspector	Contract Inspector	Total
Inspections	75	198	0	273
Plan Reviews			10	10
Permits			59	59

February				
	Building Official	Building Inspector	Contract Inspector	Total
Inspections				0
Plan Reviews				0
Permits				0

April				
	Building Official	Building Inspector	Contract Inspector	Total
Inspections				0
Plan Reviews				0
Permits				0

June				
	Building Official	Building Inspector	Contract Inspector	Total
Inspections				0
Plan Reviews				0
Permits				0

August				
	Building Official	Building Inspector	Contract Inspector	Total
Inspections				0
Plan Reviews				0
Permits				0

October				
	Building Official	Building Inspector	Contract Inspector	Total
Inspections				0
Plan Reviews				0
Permits				0

December				
	Building Official	Building Inspector	Contract Inspector	Total
Inspections				0
Plan Reviews				0
Permits				0

Please note only plan reviews that are paid are included in the reporting, there are a number in process or ready for pick-up.



**MAYOR AND COUNCIL COMMUNICATION**

DATE: 2/2/16  
**CONSENT**  
ITEM #: 9  
**MOTION**

**AGENDA ITEM:** Employment status of Council member  
**SUBMITTED BY:** Clark Schroeder  
**THROUGH:** Clark Schroeder  
**REVIEWED BY:** **Clark Schroeder**

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**SUGGESTED ORDER OF BUSINESS:**

- Introduction of Item.....Staff
- Report/Presentation .....Staff
- 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

**PUBLIC POLICY STATEMENT:** Policy alignment of insurance liability coverage and handbook for City Council members.

**BACKGROUND AND STAFF REPORT:**

The Lake Elmo handbook states that the policies and procedures do not apply to sitting City Council Members. Our liability coverages states that the employees and council members are treated as employees. In order to reconcile these differences council should clarify the employment status of council members and treat council members as employees. This would also clarify that council members would be consider employees for the purposes of Minnesota Statue 13, Government data practices. <https://www.revisor.mn.gov/statutes/?id=13>

Approving this motion will direct staff to update the handbook to reflect the above direction.

**RECOMMENDATION:**

Motion:

**“For the purposes of Minnesota Statues Chapter 13 and insurance liability coverage, City Council Members should be treated as employees of the city”**



**MAYOR AND COUNCIL COMMUNICATION**

DATE: 2-2-16  
**REGULAR**  
ITEM #: 10  
**MOTION**

**AGENDA ITEM:** Easton Village Park Plan  
**SUBMITTED BY:** Clark Schroeder  
**THROUGH:** Parks Commission  
**REVIEWED BY:** Clark Schroeder

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**SUGGESTED ORDER OF BUSINESS:**

- Introduction of Item.....Staff
- Report/Presentation .....Staff
- 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

**PUBLIC POLICY STATEMENT NO POLICY BEING SET**

**SUMMARY AND ACTION REQUESTED:**

Staff is requesting the city council to approve a plan for a city park which is located in Easton Village development. Purchases would still need to come to council, this is only approval of what the city is looking at putting in this city owned park.

**BACKGROUND AND STAFF REPORT:** Easton Village is a development east of the old village bordering along Manning Avenue across from the airport. This development will entail 217 single family dwellings being built out over the next few years. The developer's agreement states the following regarding parkland dedication. (see attached developers agreement)

**19. PARK DEDICATION.** The Developer shall be required to dedicate 9.84 acres of land for public park purposes for the entire subdivision. The Easton Village Final Plat includes the dedication of 3.99 acres of land, which represents 40.5% of the overall total land dedication required. Future project phases shall either include dedication of the remaining 5.85 acres of park land or a cash payment in lieu of land dedication consistent with the Lake Elmo Subdivision Ordinance.

In addition the agreement states this:

O. The City and Developer agree to prepare a plan for improvements to the Outlot D park area by December 15, 2015 with installation of said improvements to be completed by June 30, 2016.

The Parks Commission has recommended a three phase build out based on the number of homes built. Their recommendation is 1/3 of the amenities be installed after 72 homes, 2/3 after 144 homes and 100% after all the homes are built. The attached plan and cost estimates give an estimation of the costs associated with this city park and the three phases of buildout. Because of the expense of each phase, the city would have to solicit bids for the amenities. The plans, and estimates before you today are to just set a plan in place to affirm that the city has intention of putting amenities into our park and approximately what they would be. We would need to send out a RFP for each phase and compare cost estimates per the cities purchasing policy. The opinion of the Administrator is that since the city council said they would put in amenities by June 30<sup>th</sup> 2016, we should put in the first phase of our park amenities this summer before 72 homes are completed.

The additional attachment details the playset to home ratio for playground in current city parks. Please note, that other amenities such as shelter, Basketball courts, ball fields, trail, are not part of the cost listed on the sheet. When compared to other developments within the city, the total of all three phases in well within what we have done for other city parks with amenities on a per home basis.

**RECOMMENDATION:** I offer you two motions for consideration.

*Motion One:*

***Move to direct staff of solicit bids for phase one to be installed after 72 homes have been completed.***

*Motion two:*

***Move to direct staff to solicit bids for phase one to be installed the summer of 2016.***

**ATTACHMENT(S):**

*Easton Village Development agreement*

*Easton Village outlot D*

*Easton village illustrative site plan 2-20-15*

*Easton phase 1 quote*

*Easton Phase 2 quote*

*Easton Phase 3 quote*

*Lake Elmo Easton Village park plan layout*

*Lake Elmo- Easton Village rubber mulch*

(reserved for recording information)

## DEVELOPMENT CONTRACT

(Public sewer and water)

### *Easton Village*

**AGREEMENT** dated August 6, 2015, by and between the **CITY OF LAKE ELMO** a Minnesota municipal corporation ("City"), and Chase Development, Inc (the "Developer").

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

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

**3. RIGHT TO PROCEED.** Unless separate written approval has been given by the City, within the plat or land to be platted, the Developer may not grade or otherwise disturb the earth, remove trees, construct sewer lines, water lines, streets, utilities, public or private improvements, or any buildings until all the following conditions have been satisfied: 1) this agreement has been fully executed by both

parties and filed with the City Clerk, 2) the necessary security has been received by the City, 3) the plat and required homeowner's association documents have been recorded with the Washington County Recorder's Office, and 4) the City's Community Development Director has issued a letter that all conditions have been satisfied, a preconstruction conference has been held, and that the Developer may proceed.

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

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

**6. CHANGES IN OFFICIAL CONTROLS.** For two (2) years from the date of this Contract, no amendments to the City's Comprehensive Plan or official controls shall apply to or affect the residential use, development density, lot size, lot layout or dedications of the approved final plat unless required by state or federal law or agreed to in writing by the City and the Developer. Thereafter, notwithstanding anything in this Contract to the contrary, to the full extent permitted by state law, the City may require compliance with any amendments to the City's Comprehensive Plan, official controls, platting or dedication requirements enacted after the date of this Contract.

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

Plan A – Final Plat

Plan B – Final Grading, Drainage, and Erosion Control Plans

Plan C – Final Sanitary Sewer, Water Main, Storm Sewer, and Street Plans

Plan D – Final Landscape and Tree Preservation Plan  
Plan E – Eastern Village Trunk Sewer Line

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

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

The improvements shall be installed in accordance with the City subdivision ordinance and the City's Engineering Design and Construction Standards Manual and pursuant to the direction of the City Engineer. The Developer shall submit plans and specifications which have been prepared by a competent registered professional engineer to the City for approval by the City Engineer. The Developer shall instruct its engineer to provide adequate field inspection personnel to assure an acceptable level of quality control to the extent that the Developer's engineer will be able to certify that the construction work meets the approved City standards as a condition of City acceptance. In addition, the City may, at the City's discretion and at the Developer's expense, have one or more City inspectors and a soil engineer inspect the work on a full or part-time basis. The Developer's engineer shall provide for on-site project management. The Developer's engineer is responsible for design changes and contract administration between the Developer

and the Developer's contractor. The Developer or his engineer shall schedule a pre-construction meeting at a mutually agreeable time at the City Hall with all parties concerned, including the City staff, to review the program for the construction work.

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

#### **9. CITY ENGINEERING ADMINISTRATION AND CONSTRUCTION**

**OBSERVATION.** Prior to the commencement of any construction activity authorized under this agreement, the Developer shall submit an escrow for City Engineering Administration and Construction Observation in an amount provided under paragraph 36, Summary of Cash Requirements (City Engineering Administration Escrow). The escrow account will be used to reimburse the City for all engineering administration and construction observation performed during the construction of the improvements until the escrow has been reduced to half of its original amount. Thereafter, the Developer shall reimburse the City each month, within 30 days of receiving an invoice, for all engineering administration and construction observation performed during the construction of the improvements (at normal City rates for such services) and will maintain the account at half of the original balance. If Developer fails to pay the invoiced amount within such 30-day period, and such failure continues for an additional five (5) business days after written notice from the City of such failure, the City may draw upon the escrow and stop the work on site until said escrow has been replenished in accordance with this Section. City engineering administration will include monitoring of construction progress and construction observation, consultation with Developer and his engineer on status or problems regarding the project, coordination for testing, final inspection and

acceptance, project monitoring during the warranty period, and processing of requests for reduction in security. Construction observation may be performed by the City's in-house staff or consulting engineer. Construction observation shall include, at the discretion of the City, part or full time inspection of proposed public utilities and street construction. Services will be billed on an hourly basis at normal City rates therefor.

The direction and review provided through the inspection of the improvements should not be considered a substitute for the Developer required management of the development. Developer will cause the contractor(s) to furnish the City with a schedule of proposed operations at least five (5) days prior to the commencement of construction of each type of Improvement. City shall inspect all Developer Installed Improvements during and after construction for compliance with approved plans and specifications. Developer will notify the City Engineer at such times during construction as the City Engineer requires for inspection purposes. Such inspection is pursuant to the City's governmental authority, and no agency or joint venture relationship between the City and Developer is thereby created.

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

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

- A. Right-of-Way Excavations and Obstructions:
  - City of Lake Elmo, Right-of-Way Utility Installation(s)
  - City of Lake Elmo, Right-of-Way Obstruction(s)
  - Washington County, Utility Installations(s)
  - Washington County, Street or Driveway Access(s)
  - Minnesota Department of Transportation, Utility Installation
  - Minnesota Department of Transportation, Right-of-Way Permit
  
- B. Watermain Extensions:
  - Minnesota Department of Health
  
- C. Sanitary Sewer Extensions:
  - Minnesota Pollution Control Agency
  - Metropolitan Council Environmental Services
  
- D. Stormwater Management:

- Valley Branch, Brown's Creek or South Washington Watershed District Permit
- E. Erosion, Sedimentation Control:
- Minnesota Pollution Control Agency, General NPDES Stormwater Permit
  - SWPPP (Stormwater Pollution Prevention Plan)
- F. Wetland Mitigation:
- Board of Water and Soil Resources, WCA
- G. Construction Dewatering:
- Minnesota Department of Natural Resources

**12. TIME OF PERFORMANCE.** The Developer shall install all required public improvements by June 30, 2016, with the exception of the final wear course of asphalt on streets. The Developer shall have the option of installing the wearing course of streets within one (1) year following initial commencement of work on the required basic improvements or installing it after the first course has weathered a winter season, consistent with warranty requirements, however final acceptance of the improvements will not be granted until all work is completed including the final wear course. The Developer may, however, request an extension of time from the City. If an extension is granted, it shall be conditioned upon updating the security posted by the Developer to reflect cost increases and amending this agreement to reflect the extended completion date. Final wear course placement outside of this time frame must have the written approval of the City Engineer.

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

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

**15. CONSTRUCTION SEQUENCE AND COMPLIANCE.** The City will require the developer to construct the improvements in a sequence which will allow progress and compliance points to be measured and evaluated. The Developer and/or their representatives are required to supervise

and coordinate all construction activities for all improvements and must notify the City in writing stating when the work is ready for the inspection at each of the measurable points defined in the following paragraphs 16., 17. and 18. For the purpose of this paragraph, Electronic message (email) shall be deemed an acceptable method of notification provided it is captioned "Notice pursuant to Development Agreement".

**16. EROSION CONTROL.** Prior to initiating site grading, the erosion control plan, Plan B, shall be implemented by the Developer and inspected and approved by the City. Erosion control practices must comply with the approved plans and specifications for the plat, with all watershed district permits and with Minnesota Pollution Control Agency's Best Management Practices. The City may impose additional erosion control requirements as deemed necessary. The parties recognize that time is of the essence in controlling erosion. If the Developer does not comply with the erosion control plan and schedule or supplementary instructions received from the City, the City may take such action as it deems appropriate to control erosion. The City will endeavor to notify the Developer in advance of any proposed action, but failure of the City to do so will not affect the Developer's and City's rights or obligations hereunder. If the Developer does not reimburse the City for any cost the City incurred for such work within ten (10) days, the City may draw down the security to pay any costs. No development, utility or street construction will be allowed and no building permits will be issued unless the plat is in full compliance with the approved erosion control plan.

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

**17. GRADING PLAN.** The plat shall be graded in accordance with the approved grading drainage and erosion control plan, Plan "B". The plan shall conform to Engineering Design and Construction Standards Manual. All grading shall be completed within the Subdivision prior to the

preparation and submittal of the as-constructed grading plan.

Within thirty (30) days after completion of the grading, the Developer shall provide the City with a "record" grading plan certified by a registered land surveyor or engineer that all trails, ponds, swales, and ditches have been constructed on public easements or land owned by the City. The "record" plan shall contain site grades and field verified elevations of the following: a) cross sections of ponds; b) location and elevations along all swales, emergency overflows, wetlands, wetland mitigation areas if any, ditches, locations and dimensions of borrow areas/stockpiles; c) lot corner elevations and house pads; and d) top and bottom of retaining walls. The City will not issue any building permits, with the exception of the model homes described in Section 26(A), until the approved certified record grading plan is on file with the City.

**18. STREET AND UTILITY IMPROVEMENTS.** All storm sewers, sanitary sewers, watermain, and streets shall be installed in accordance with the approved Plans and Specifications for Public Improvements, Plan "D". The plan shall conform to the City's Engineering Design and Construction Standards Manual. Curb and gutter and the first lift of the bituminous streets, sidewalks, the boulevards graded, street signs installed, and all restoration work on the site shall be completed in accordance with the approved plans. Once the work is completed, the developer or its representative shall submit a written request to the City asking for an inspection of the initial improvements. The City will then schedule a walk-through to create a punch list of outstanding items to be completed. Upon receipt of the written punch list provided by the City, the punch list items must be completed by the Developer and the City notified to re-inspect the improvements. The final bituminous wear course may be installed in accordance with paragraph 12. above.

**19. STREET MAINTENANCE DURING CONSTRUCTION.** The Developer shall be responsible for all street maintenance until the streets are accepted by the City in writing. Warning signs shall be placed when hazards develop in streets to prevent the public from traveling on same and to direct attention to detours. If and when streets become impassable, such streets shall be barricaded and closed. In the event residences are occupied prior to completing streets, the Developer shall maintain a smooth surface and provide proper surface drainage to insure that the streets are passable to traffic and

emergency vehicles. The Developer shall be responsible for keeping streets within and without the subdivision clean of dirt and debris that may spill, track, or wash onto the street from Developer's operation. The Developer may request, in writing, that the City keep the streets open during the winter months by plowing snow from the streets prior to final acceptance of said streets. The City shall not be responsible for repairing the streets because of snow plowing operations. Providing snow plowing service does not constitute final acceptance of the streets by the City. The Developer shall contract for street cleaning within and immediately adjacent to the development. At a minimum, scraping and sweeping shall take place on a weekly basis. A copy of this contract shall be approved by the City before grading is started. The contract shall provide that the City may direct the contractor to clean the streets and the contractor will bill the Developer.

**20. OWNERSHIP OF IMPROVEMENTS.** Upon completion of the work and construction required by this Contract, the improvements lying within public easements shall become City property. Prior to acceptance of the improvements by the City, the Developer must furnish the City with a complete set of reproducible "record" plans, an electronic file of the "record" plans in accordance with the City's Engineering Design and Construction Standards Manual together with the following affidavits:

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

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

**21. PARK DEDICATION.** The Developer shall be required to dedicate 9.84 acres of land for public park purposes for the entire subdivision. The Easton Village Final Plat includes the dedication of 3.99 acres of land, which represents 40.5% of the overall total land dedication required. Future project phases shall either include dedication of the remaining 5.85 acres of park land or a cash payment in lieu of land dedication consistent with the Lake Elmo Subdivision Ordinance.

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

The sewer availability charge (SAC) in the amount of \$3,000.00 per REU shall be paid by the Developer prior to the City recording the final plat. The total amount to be paid by the Developer is \$213,000.00.

The water availability charge (WAC) in the amount of \$3,000.00 per REU shall be paid by the Developer prior to the City recording the final plat. The total amount to be paid by the Developer is \$213,000.00.

In addition, a sewer connection charge in the current amount of \$1,000.00 per REU, a Met Council sewer availability charge in the current amount of \$2,485.00 per REU, and a water connection charge in the current amount of \$1,000.00 per REU will be collected by the City at the time the building permit is issued for each lot. These amounts are charged at the time of building permit in accordance with the latest city fee schedule, which may be more or less than the amount specified herein.

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

**24. STREET LIGHTS.** The Developer is responsible for the installation of street lights consistent with a street lighting plan approved by the City. The Developer shall coordinate the installation of street lights with Xcel Energy in conjunction with the other improvements, and agrees to pay Xcel Energy for all upfront costs associated with the street lighting system, including underground cables, posts, lamps, ballasts, starters, photocells, and glassware. All street lights will be leased by the City upon final acceptance of the system. The Developer shall also pay \$749.52 in payment for the first year operating costs for street lights.

**25. WETLAND MITIGATION.** The Developer shall complete any required wetland mitigation/restoration in accordance with the approved Plans and Specifications and in accordance with any applicable Watershed or agency Permits. If any required mitigation work is found to be incomplete or restoration is unsuccessful, and if Developer fails to remedy such default within fifteen (15) days after written notice from the City (provided, however, that in the event of a bona fide emergency, the City shall only be required to give such notice as is practicable under the circumstances), the City may draw down the security at any time during the warranty period if the Developer fails to take corrective measures to be used by the City to perform the work.

**26. BUILDING PERMITS/CERTIFICATES OF OCCUPANCY.**

A. Public sewer and water, curbing, and one lift of asphalt shall be installed on all public and private streets prior to issuance of any building permits, except five (5) model homes on lots acceptable to the Community Development Director.

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

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

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

E. If building permits are issued prior to the acceptance of public improvements, the Developer assumes all liability and costs resulting in delays in completion of public improvements and damage to public improvements caused by the City, Developer, their contractors, subcontractors, materialmen, employees, agents, or third parties.

F. No sewer and water connection permits may be issued until the streets needed for access have been paved with a bituminous surface and the utilities are tested and approved by the City

Engineer.

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

## **27. RESPONSIBILITY FOR COSTS.**

A. In the event that the City receives claims from labor, materialmen, or others that work required by this Contract has been performed, the sums due them have not been paid, and the laborers, materialmen, or others are seeking payment from the City, and in the further event that such claims have not been resolved by Developer within thirty (30) days after written notice from the City, the Developer hereby authorizes the City to commence an Interpleader action pursuant to Rule 22, Minnesota Rules of Civil Procedure for the District Courts, to draw upon the letters of credit in an amount up to 125 percent of the claim(s) and deposit the funds in compliance with the Rule, and upon such deposit, the Developer shall release, discharge, and dismiss the City from any further proceedings as it pertains to the letters of credit deposited with the District Court, except that the Court shall retain jurisdiction to determine payment of attorneys' fees pursuant to this Contract.

B. Except as otherwise specified herein, the Developer shall pay all costs incurred by it or the City in conjunction with the development of the plat, including but not limited to legal, planning, engineering and inspection expenses incurred in connection with approval and acceptance of the plat, the preparation of this Contract, review of construction plans and documents, and all costs and expenses incurred by the City in monitoring and inspecting development of the plat, all at normal City rates therefor. All amounts incurred and due at the time, must be fully paid prior to execution and release of the final plat for recording.

C. The Developer shall hold the City and its officers, employees, and agents harmless from claims made by itself and third parties for damages sustained or costs incurred resulting from plat

approval and development. The Developer shall indemnify the City and its officers, employees, and agents for all costs, damages, or expenses which the City may pay or incur in consequence of such claims, including attorneys' fees. Notwithstanding anything to the contrary, Developer's obligation to indemnify, hold harmless and defend the City shall not extend to any claim, liability, loss, costs, damages or expenses, including attorney's fees, which relate to, result from or are caused by the City's violation of applicable law, this Agreement or the negligence of the City and/or its officers, employees, consultants or agents.

D. The Developer shall reimburse the City for costs incurred in the enforcement of this Contract, including reasonable engineering and attorneys' fees.

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

**28. CITY PAYMENTS.** There are no City payments for oversizing due to previous agreements with the Developer concerning the 39<sup>th</sup> Street Trunk Sewer Line project.

**29. RAILROAD CROSSING IMPROVEMENTS:** The Developer shall be required to pay for a portion of the costs to secure, build and install a public rail crossing at the location shown in Exhibit B to specifications required by the City, the Minnesota Department of Transportation, the Union Pacific Rail Road and any other regulatory agency having jurisdiction over the crossing and the track in accordance with the specifications of the City of Lake Elmo. The Developer's portion of these costs shall be calculated based on the percentage of the overall number of Residential Equivalency Connection (REC) units planned for developments that will directly access the Village Parkway minor collector road between State Highway 5 and 30<sup>th</sup> Street divided by the estimated overall project costs. The City will request that all future development projects connecting directly to Village Parkway contribute towards said crossing improvement. The Developer shall provide all property in fee and/or easements as required by the City necessary to establish the railroad crossing. The Developer agrees to submit a cash payment of \$63,000 to the City for its share of the railroad crossing improvements.

A. The amount of the cash payment was calculated as follows: \$500,000 estimated

project costs multiplied by 12.6% = \$63,000.

B. The calculation for future railroad crossing costs has been determined as follows:

Parcel ID(s)	Percentage	Total Costs
13.029.21.14.0002 13.029.21.42.0001 13.029.21.41.0001 13.029.21.13.0001	38.6%	\$193,000
13.029.21.43.0004 13.029.21.44.0002	17.8%	\$89,000
13.029.21.12.0001 13.029.21.14.0002	30.2%	\$151,000
13.029.21.24.0001	13.4%	\$67,000
Totals	100%	\$500,000

C. If the construction amount of the railroad crossing installation exceeds \$500,000, the additional cost shall be allocated proportionally to the parcels listed above upon consent of all property owners and the City. The City may participate in the additional costs of construction of the railroad crossing if it is deemed to be necessary as a matter of public safety.

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

A. Implementation of the recommendations listed in the January 22, 2015, February 5, 2015, and February 10, 2015 Engineering review memorandums concerning the Easton Village Final Plat.

B. Before the City executes the final plat, the Developer shall convey Outlots A, B, D, and G (and any required trail, access, or drainage and utility easements over Outlots E and F) to the City by warranty deed, free and clear of any and all encumbrances.

C. Railroad Crossing Improvements. The Developer shall enter into an escrow agreement with the City satisfactory to the City Attorney concerning acquisition of and the payment of costs associated with a new railroad crossing and the construction of related public improvements

serving the property and providing financial guarantees concerning the construction of said improvements. Developer shall provide all property in fee and/or easements as required by the City necessary to establish the railroad crossing.

D. The Developer shall install temporary turnarounds on the northern end of Linden Avenue North and the termination point of 32<sup>nd</sup> Street North until these roads are extended to the north as part of a future development phase.

E. Temporary Manning Avenue Access Removal. Prior to the City's acceptance of the streets, the developer shall submit a letter of credit or cash escrow to the City in the amount of (\$27,870) to guarantee the removal of the temporary access road connecting to Manning Avenue. This letter of credit or escrow may be renewed for future project phases if the requirements for removal of the access road have not been met prior to the platting of future project phases.

F. Compliance with recommendations of the Metropolitan Airports Commission as documented in a letter dated December 8, 2014 from the Commission's Airport Planner.

G. Disclosure of Information: The declarations for the Homeowner's Association shall include a disclosure statement in form and substance as attached as Exhibit B hereto regarding the Lake Elmo Airport, Access to Manning Avenue, and Union Pacific Railroad rail line.

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

I. The Developer shall be responsible for the construction of all improvements within the Manning Avenue (CSAH 15) right-of-way as required by Washington County and further described in the review letter received from the County dated June 24, 2014.

I. The Developer shall observe all other County requirements as specified in the Washington County review letter dated June 24, 2014.

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

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

O. The City and Developer agree to prepare a plan for improvements to the Outlot D park area by December 15, 2015 with installation of said improvements to be completed by June 30, 2016.

### **31. MISCELLANEOUS.**

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

B. Retaining walls that require a building permit shall be constructed in accordance with plans and specifications prepared by a structural or geotechnical engineer licensed by the State of Minnesota. Following construction, a certification signed by the design engineer shall be filed with the City Engineer evidencing that the retaining wall was constructed in accordance with the approved plans and specifications. All retaining walls identified on the development plans or by special conditions referred to in this Contract shall be constructed before any other building permit is issued for a lot on which a retaining wall is required to be built.

C. Appropriate legal documents regarding Homeowner Association documents, covenants and restrictions relating to the plat approval and outlots and conveyances, as approved by the City Attorney, shall be filed with the final plat. No third-party beneficiary status is hereby conferred. All outlots and common areas, including Outlots A, C, and E shall be maintained in good order and repair by a homeowner's association, and, if it does not do so, then the City may perform the work and assess the costs against the individual lots within the plat of Easton Village and without regard to the formalities or requirements of Minn. Stat. § 429.

D. Developer shall take out and maintain or cause to be taken out and maintained until six (6) months after the City has accepted the public improvements, public liability and property damage insurance covering personal injury, including death, and claims for property damage which may arise out of

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

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

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

G. The action or inaction of the City shall not constitute a waiver or amendment to the provisions of this Contract. To be binding, amendments or waivers shall be in writing, signed by the parties and approved by written resolution of the City Council. The City's failure to promptly take legal action to enforce this Contract shall not be a waiver or release.

H. This Contract shall run with the land and may be recorded against the title to the property. The Developer covenants with the City, its successors and assigns, that the Developer has fee title to the property being final platted and/or has obtained consents to this Contract, in the form attached hereto, from all parties who have an interest in the property; that there are no unrecorded interests in the property being final platted; and that the Developer will indemnify and hold the City harmless for any breach of the foregoing covenants.

I. Each right, power or remedy herein conferred upon the City is cumulative and in addition to every other right, power or remedy, express or implied, now or hereafter arising, available to City, at law or in equity, or under any other agreement, and each and every right, power and remedy herein set forth or otherwise so existing may be exercised from time to time as often and in such order as may be deemed expedient by the City and shall not be a waiver of the right to exercise at any time thereafter any other right, power or remedy.

J. The Developer represents to the City that the plat complies with all city, county, metropolitan, state, and federal laws and regulations, including but not limited to: subdivision ordinances, zoning ordinances, and environmental regulations. If the City determines that the plat does not comply, the City may, at its option, refuse to allow construction or development work in the plat until the Developer does comply. Upon the City's demand, the Developer shall cease work until there is compliance.

**32. EVENTS OF DEFAULT.** The following shall be "Events of Default" under this Agreement and the term "Event of Default" shall mean, whenever it is used in this Agreement, any one or more of the following events:

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

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

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

A. The City may suspend its performance under the Agreement until it receives assurances from Developers, deemed adequate by the City, that Developers will cure their default and continue their performance under the Agreement. Suspension of performance includes the right of the City to withhold permits including, but not limited to, building permits.

B. The City may initiate such action, including legal or administrative action, as is

necessary for the City to secure performance of any provision of this agreement or recover any amounts due under this Agreement from Developers, or immediately draw on the Letter of Credit, as set forth in this Agreement. In the event of any uncorrected failure to maintain any common area or landscape areas, the City may undertake to do the work and assess the costs to the individual lots within the plat without regard to the formalities or requirements of Minn. Stat. § 429..

**34. ENFORCEMENT BY CITY; DAMAGES.** The Developers acknowledge the right of the City to enforce the terms of this Agreement against the Developers, by action for specific performance or damages, or both, or by any other legally authorized means. The Developers also acknowledge that their failure to perform any or all of their obligations under this Agreement may result in substantial damages to the City; that in the event of default by the Developers, the City may commence legal action to recover all damages, losses and expenses sustained by the City; and that such expenses may include, but are not limited to, the reasonable fees of legal counsel employed with respect to the enforcement of this Agreement.

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

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

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

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

following installation.

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

**36. SUMMARY OF SECURITY REQUIREMENTS.** To guarantee compliance with the terms of this agreement, payment of special assessments, payment of the costs of all public improvements, and construction of all public improvements, the Developer shall furnish the City with an irrevocable letter of credit, in the form attached hereto, from a bank, cash escrow or a combination cash escrow and Letter of Credit ("security") for \$3,653,989. The amount of the security was calculated as follows:

**CONSTRUCTION COSTS:**

Streets	\$526,489
Sanitary Sewer	\$293,960
Watermain	\$303,289
Surface Water Facilities (pipe, ponds, rain gardens, etc.)	\$585,943
Grading	\$728,739
Erosion Control	\$68,678
Sidewalks/Trails	\$98,777
Street Lighting	Xcel to Install, to be pre-paid directly by developer
Street Signs and Traffic Control Signs	\$5,600
Landscaping	\$110,781
Tree Preservation and Restoration	\$164,435
Wetland Mitigation and Buffers	Separate letter of credit through Watershed District
Monuments	\$30,000

Miscellaneous Facilities	N/A
Developer's Record Drawings	\$6,500
<b>Construction Sub-Total</b>	<b>\$ 2,923,191</b>
<b>Total Project Securities (at 125% Construction Costs)</b>	<b>\$ 3,653,989</b>

This breakdown is for historical reference; it is not a restriction on the use of the security. The bank shall be subject to the approval of the City Administrator. The City may draw down the security, without notice, for any violation of the terms of this Contract or if the security is allowed to lapse prior to the end of the required term. If the required public improvements are not completed at least thirty (30) days prior to the expiration of the security, the City may also draw it down. If the security is drawn down, the proceeds shall be used to cure the default.

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

A. Up to 50%, or \$1,826,995 of the security provided in accordance with paragraph 36. above may be released when: (1) Developer's obligations under this Agreement have been completed and the Public Improvements have been found to be complete to the satisfaction of the City including all corrective work for any identified punch list items, but not including the final wear course; and (2) completion of the Improvements is done to the satisfaction of the City and evidence of such is provided by the City in writing and satisfactory evidence of payment, such as lien waivers are provided.

B. Up to an additional 25%, or \$ 913,497 of the security provided in accordance with paragraph 36. above may be released when: (1) Developer's obligations under this Agreement have been completed and the Improvements have been found to be complete to the satisfaction of the City including all corrective work for any identified punch list items and including the final wear course; and (2) Improvements are accepted by the City in writing and satisfactory evidence of payment, such as lien waivers, are provided.

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

**38. SUMMARY OF CASH REQUIREMENTS.** The following is a summary of the cash requirements under this Contract which must be furnished to the City at the time of final plat approval:

Sewer Availability Charge (SAC)	\$213,000
Water Availability Charge (WAC)	\$213,000
Park Dedication	N/A
Railroad Crossing Improvement Contribution	\$63,000
Street Light Operating Fee	\$749.52
Village AUAR Fee	\$16,630
City Base Map Upgrading	\$1,100
City Engineering Administration Escrow	\$50,000 (Based on two months of administration/observation)
<b>Total Cash Requirements</b>	<b>\$ 557,479.52</b>

**39. NOTICES.** Required notices to the Developer shall be in writing, and shall be either hand delivered to the Developer, its employees or agents, or mailed to the Developer by certified mail at the following address: 2140 West County Road 42, Burnsville, MN. Notices to the City shall be in writing and shall be either hand delivered to the City Administrator, or mailed to the City by certified mail in care of the City Administrator at the following address: Lake Elmo City Hall, 3800 Laverne Avenue N. Lake Elmo, Minnesota 55042.

**40. EVIDENCE OF TITLE.** Developer shall furnish the City with evidence of its fee ownership of the property being platted by way of an attorney's title opinion or title insurance policy dated not earlier than

thirty (30) days prior to the execution of the plat.

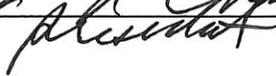
**CITY OF LAKE ELMO**

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

(SEAL)

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

**DEVELOPER:**

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

STATE OF MINNESOTA )  
( ss.  
COUNTY OF WASHINGTON )

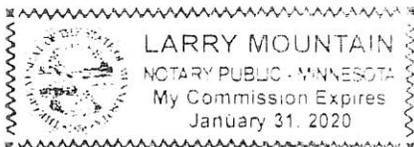
The foregoing instrument was acknowledged before me this 6th day of August,  
2015, by Mike Pearson and by Julie Johnson, the  
Mayor and City Clerk of the City of Lake Elmo, a Minnesota municipal corporation, on behalf of the  
corporation and pursuant to the authority granted by its City Council.



Joan Ziertman  
NOTARY PUBLIC

STATE OF MINNESOTA )  
( ss.  
COUNTY OF Hennepin )

The foregoing instrument was acknowledged before me this 23rd day  
July, 2015,  
Andrew R. Chase the President of Chase Development, Inc., a Minnesota corporation of  
by



Larry Mountain  
NOTARY PUBLIC

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

**FEE OWNER CONSENT  
TO  
DEVELOPMENT CONTRACT**

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_.

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

STATE OF MINNESOTA    )  
                                  ( ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_,  
by \_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

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

**MORTGAGE CONSENT  
TO  
DEVELOPMENT CONTRACT**

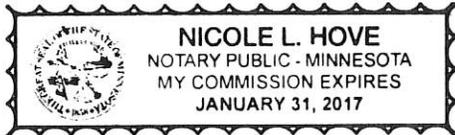
Anchor Bank, N.A., which holds a mortgage on the subject property, the development of which is governed by the foregoing Development Contract, agrees that the Development Contract shall remain in full force and effect even if it forecloses on its mortgage.

Dated this 22 day of July, 2015.

Jan TL  
\_\_\_\_\_  
Senior Vice President

STATE OF MINNESOTA    )  
  ) ( ss.  
COUNTY OF Anoka    )

The foregoing instrument was acknowledged before me this 22<sup>nd</sup> day of July, 2015, by Jason Torke.



Nicole L. Hove  
\_\_\_\_\_  
NOTARY PUBLIC

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

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

## EXHIBIT "A" TO DEVELOPMENT CONTRACT

### Legal Description of Property Being Final Platted as Easton Village

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

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

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

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

## EXHIBIT "B" TO DEVELOPMENT CONTRACT

### Disclosure of Information – Easton Village

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Developer shall cause the following notice to be given as part of the declarations for the Easton Village Homeowners Association:

**Lake Elmo Airport.** The Property is located near the Lake Elmo Airport, a public use airport owned and operated by the Metropolitan Airports Commission. The Airport is open 24 hours a day, year round. The Airport operates with a primary runway on a northwest/southeast orientation and a perpendicular crosswind runway on a northeast/southwest configuration. The primary role of the Lake Elmo Airport is to accommodate personal, recreational, and some business aviation users within Washington County and the eastern portion of the Twin Cities Metropolitan Area. The Airport accommodates aircraft operations from single and multi-engine propeller-driven aircraft; occasional corporate jet aircraft; helicopters; and pilot training facilities; all of which may affect the Property with overflights and aircraft noise during the day and at night. The Airport operates lighting which may be visible from the Property.

The Long-Term Comprehensive Plan for the Lake Elmo Airport contemplates constructing a longer primary runway parallel to but shifted north and east of the existing northwest/southeast runway alignment and an extension to the crosswind runway. The proposed expansion is intended to improve the Airport's ability to fulfill its existing role and to compete more effectively for additional business-related flights that use propeller-driven aircraft.

Further information regarding the Lake Elmo Airport can be obtained from the Metropolitan Airports Commission's Airport Manager, Telephone No.: 651-224-4306.

**Union Pacific Railroad.** The property is located near an active Union Pacific Rail Line, which at present, carries 4-6 trains per day. The City of Lake Elmo intends to construct a new railroad crossing across the railroad right-of-way that will connect the northernmost extension of Village Parkway as platted within Easton Village to Minnesota State Highway 5.

**Manning Avenue/County Highway 15.** The access to Manning Avenue from 32<sup>nd</sup> Street North is temporary in nature and will be eliminated at such time that Village Park Way is connected to 30<sup>th</sup> Street or 5 years has passed from the date of final plat approval, whichever is longer.

**IRREVOCABLE LETTER OF CREDIT**

No. \_\_\_\_\_  
Date: \_\_\_\_\_

TO: City of Lake Elmo

Dear Sir or Madam:

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

The draft must:

- a) Bear the clause, "Drawn under Letter of Credit No. \_\_\_\_\_, dated \_\_\_\_\_, 2 \_\_\_\_\_, of (Name of Bank) \_\_\_\_\_";
- b) Be signed by the Mayor or City Administrator of the City of Lake Elmo.
- c) Be presented for payment at \_\_\_\_\_ (Address of Bank) \_\_\_\_\_, on or before 4:00 p.m. on November 30, 2 \_\_\_\_\_.

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

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

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

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

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

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

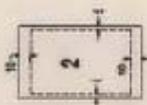
Its \_\_\_\_\_

# EASTON VILLAGE

**ERICKSON CIVIL**  
 233 North Main Street, 5th Floor  
 Minneapolis, Minnesota 55401  
 Phone (612) 339-3900  
 www.ericksoncivil.com

## INSET A

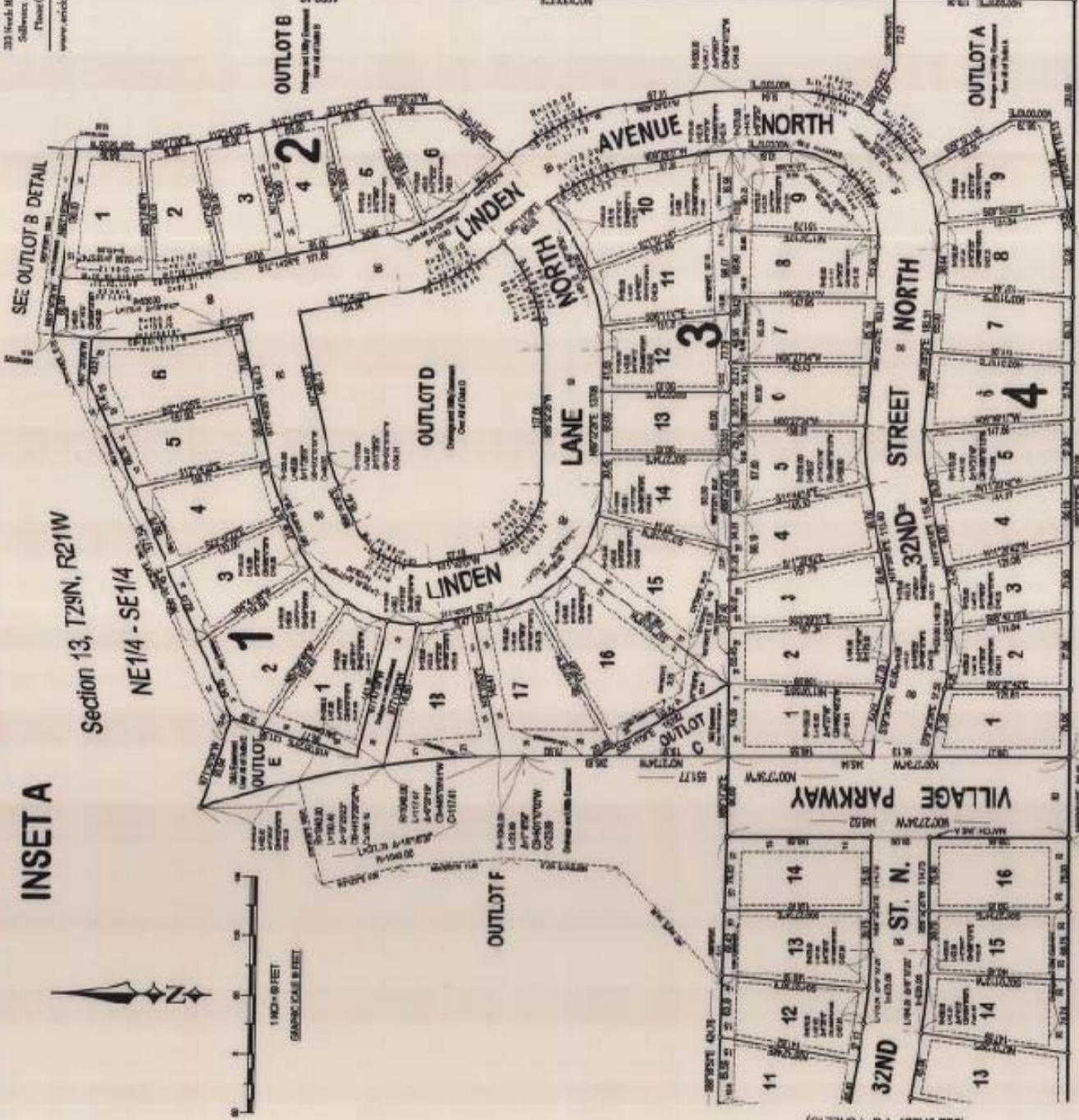
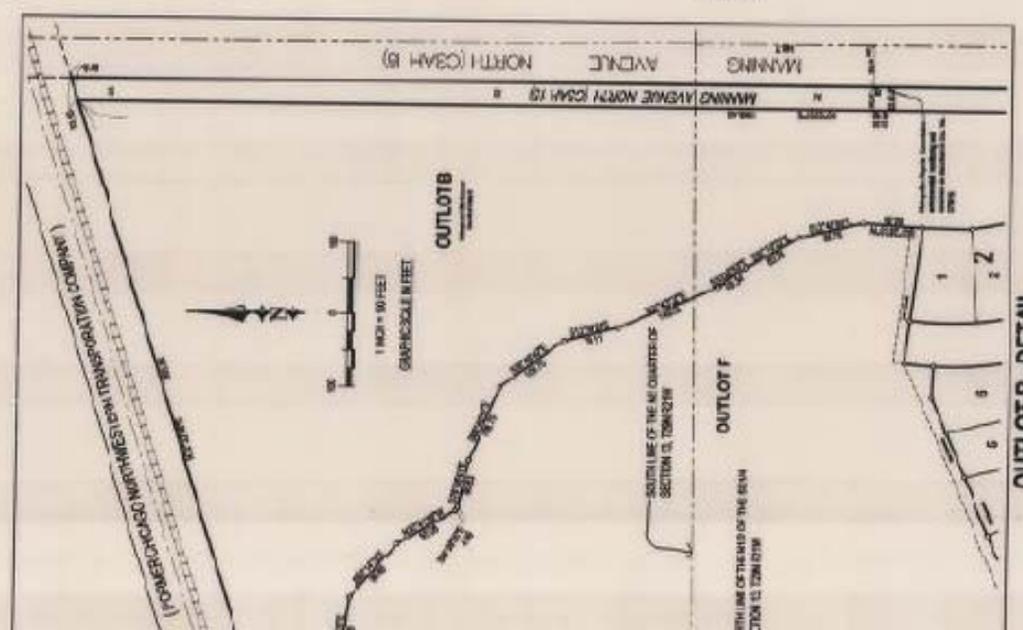
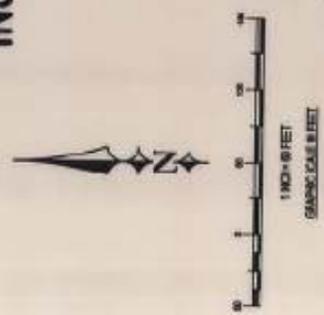
EASEMENT DETAIL  
 SEARCHED AND INTERFERENCES AND SHOWN THEREIN  
 NOT TO SCALE



BEING 10 FEET IN WIDTH AND ADDRESSING  
 THE 10' x 10' AREA WITH ADDRESSING  
 TO BE DETERMINED BY THE ENGINEER FOR  
 THE PROJECT. INTERFERENCES INDICATED

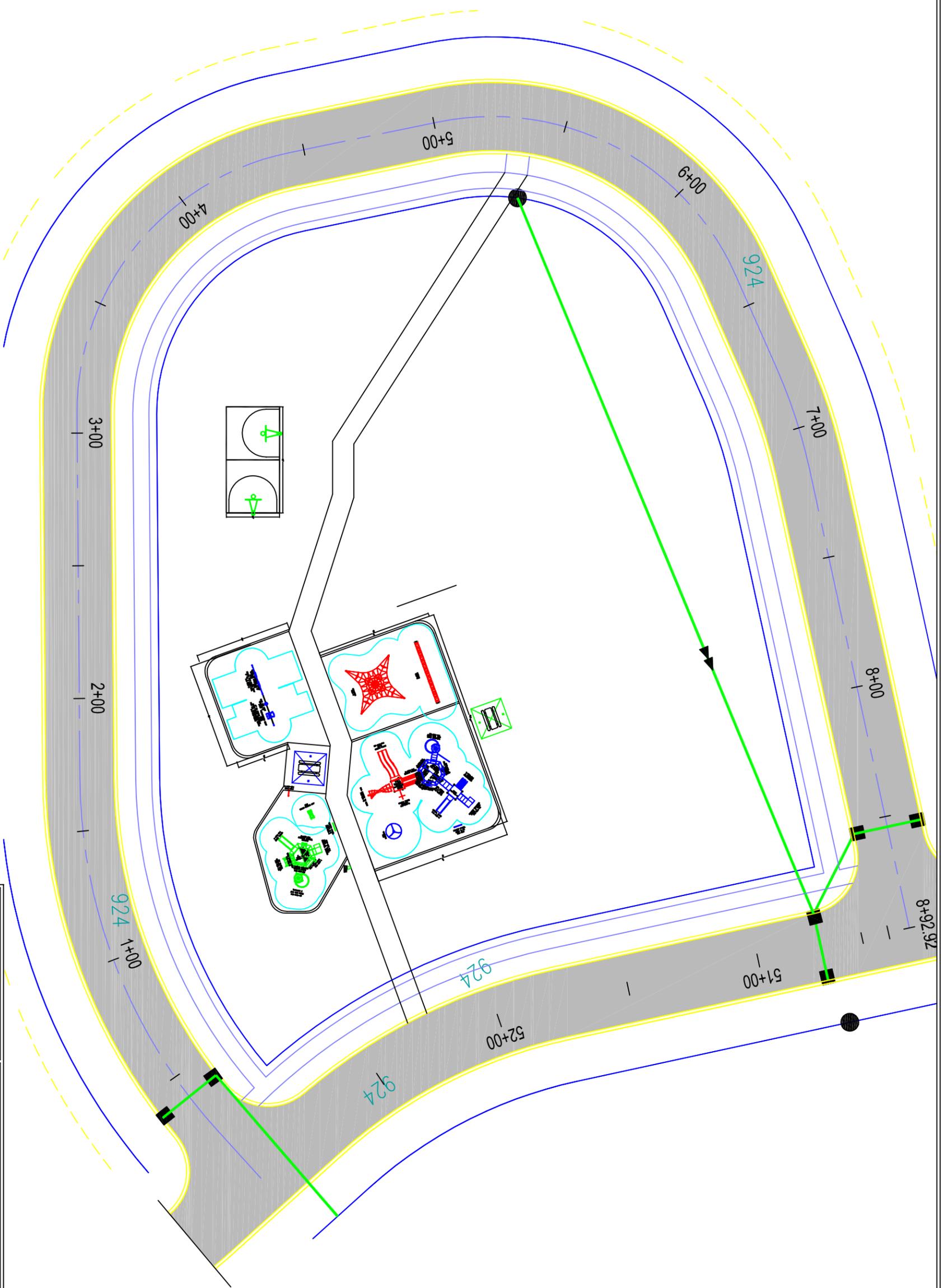
Section 13, T29N, R21W  
 NE 1/4 - SE 1/4

SEE OUTLOT B DETAIL



INSET B  
 SEE SHEET 4 OF 4 SHEETS

## OUTLOT B DETAIL



**Easton Village**  
Lake Elmo, MN

**WEBBER RECREATIONAL DESIGN, INC.**

MODEL NO.  
GROUND SPACE  
PROTECTIVE AREA  
SCALE

1442 Brooke Court  
Hastings, MN 55033  
PHONE NO. (651) 438-3630  
FAX NO. (651) 438-3939  
DRAWN BY  
Jay Webber

DATE  
12/21/2015





## Equipment Quotation

### Sales Representative

Jay Webber  
 1442 Brooke Court  
 Hastings, MN 55033-3266  
 Phone: (651) 438-3630 Fax: (651) 438-3939

**Quote Number:** 13150394  
**Quote Date:** 12/21/2015  
**Customer Number:** 5504B09  
**Terms of Sale:** Net 30  
**Customer Class:** 1. Parks & Rec  
**Shipping Method:** Miracle  
**Freight Terms:** Prepaid  
**Approximate Ship Date:** ASAP  
**Cust PO Num:** Phase 1

### PO Remittance (if other than Sales Representative):

**Prepared For:** City of Lake Elmo  
 3800 Laverne Avenue N.  
 Lake Elmo, MN 55042

mbouthilet@lakeelmo.org

**Location:** City of Lake Elmo  
 3445 Ideal Avenue  
 Lake Elmo, MN 55042

**Payment Remittance:** Miracle Recreation Equipment Company  
 PO Box 204757, Dallas, TX 75320-4757

**Payment/Accounting Contact:** Mike (651) 248-7828

**Shipping/Delivery Contact:** Mike (651) 248-7828

Quantity	Item Number	Description
1	7145029	SQUARE DECK (ATTACHES TO 4 POSTS)
1	71453669	CST 6'6" HEXAGON DECK FOR ROOF
4	7145494	5" OD X 124" POST (4 DECK)
6	71457218	5" OD X 18" POST EXTENSION W/HARDWARE
1	7147148	RACE CAR PANEL W/WHEEL
1	7147196	CLIFF CLIMBER (6'6" DECK)
1	7147264	MOGUL SLIDE-ONE PIECE (4' DECK)
1	714734	SAFETY PANEL AGES 5-12, FREE STANDING
1	7147554	HONEYCOMB CLIMBER (4' DECK)
1	71475969	9'4" TYP SLIDE 630 D (6' & 6'6" DECK)
1	714808	CLIMBING POLE (3', 5' OR 6'6" DECK)
1	7148161	WIRE MESH ENCLOSURE
1	71485149	SQUARE TRANSFER POINT W/CLOSED HR (4' DECK)
1	7148626	ROOF FOR HEXAGON DECK, PERF STEEL
1	7149609	ADA STAIRS BETWEEN DECKS W/2' 6" RISE
1	753	MAYPOLE
1	2720	SWG PART THERAPEUTIC SWG SEAT W/CHAIN (8' TR)
2	2840	SWG PART SLASH PROOF SEAT W/CHAIN (8' TR)
1	2990	SWG PART TOT SEAT 360 DEG W/CHAIN (8' TR)
1	7147352	5" OD SINGLE POST SWG FRAME ONLY 2 SEATS REQ
1	7147352HHX	5" OD ADD-A-BAY 8' TR (2) THERA SEAT REQ MC

<b>Equipment Total:</b>	\$34,490.00
<b>Freight:</b>	\$1,969.32
<b>Installation:</b>	\$8,620.00
<b>Discount:</b>	\$8,622.50
<b>Grand Total:</b>	\$36,456.82

This Quote shall not become a binding contract until signed and delivered by both Customer and Miracle Recreation Equipment Company ("Miracle"). Sales Representative is not authorized to sign this Quote on behalf of Miracle or Customer, and signed Quotes cannot be accepted from Sales Representative. To submit this offer, please sign below and forward a complete signed copy of this Quote directly to "Miracle Sales Administration" via fax (417) 235-3551 or email: orders@miraclerec.com. Upon acceptance, Miracle will return a fully-signed copy of the Quote to Customer (with copy to Sales Representative) via fax or email.

THIS QUOTE IS LIMITED TO AND GOVERNED BY THE TERMS CONTAINED HEREIN. Miracle objects to any other terms proposed by Customer, in writing or otherwise, as material alterations, and all such proposed terms shall be void. Customer authorizes Miracle to ship the Equipment and agrees to pay Miracle the total amount specified. Shipping terms are FOB the place of shipment via common carrier designated by Miracle. Payment terms are Net-30 days from invoice date with approved credit and all charges are due and payable in full at PO Box 204757, Dallas, TX 75320-4757, unless notified otherwise by Miracle in writing. Customer agrees to pay all additional service charges for past due invoices. Customer must provide proper tax exemption certificates to Miracle, and shall promptly pay and discharge all otherwise applicable taxes, license fees, levies and other impositions on the Equipment at its own expense. Purchase orders and payments should be made to the order of Miracle Recreation Equipment Company.

**Quote Number:** 13150394      **Quote Date:** 12/21/2015      **Equipment Total:** \$34,490.00      **Grand Total:** \$36,456.82

CUSTOMER HEREBY SUBMITS ITS OFFER TO PURCHASE THE EQUIPMENT ACCORDING TO THE TERMS STATED IN THIS QUOTE AND SUBJECT TO FINAL APPROVAL BY MIRACLE.

Submitted By	Printed Name and Title	Date
THE FOREGOING QUOTE AND OFFER ARE HEREBY APPROVED AND ACCEPTED BY MIRACLE RECREATION EQUIPMENT COMPANY.		
<b>By:</b> _____	<b>Date:</b> _____	
_____		
_____		

**ADDITIONAL TERMS CONDITIONS OF SALE**

1. Use & Maintenance. Customer agrees to regularly inspect and maintain the Equipment, and to provide, inspect and maintain appropriate safety surfacing under and around the Equipment, in accordance with Miracle's product literature and the most current Consumer Product Safety Commission Handbook for Public Playground Safety.
2. Default, Remedies & Delinquency Charges. Customer's failure to pay any invoice when due, or its failure to otherwise comply with the terms of this Quote, shall constitute a default under all unsatisfied invoices ("Event of Default"). Upon an Event of Default, Miracle shall have all remedies available to it at law or equity, including, without limitation, all remedies afforded a secured creditor under the Uniform Commercial Code. Customer agrees to assist and cooperate with Miracle to accomplish its filing and enforcement of mechanic's or other liens with respect to the Equipment or its location or its repossession of the Equipment, and Customer expressly waives all rights to possess the Equipment after an Event of Default. All remedies are cumulative and not alternative, and no exercise by Miracle of a remedy will prohibit or waive the exercise of any other remedy. Customer shall pay all reasonable attorneys' fees plus any costs of collection incurred by Miracle in enforcing its rights hereunder. Subject to any limitations under law, Customer shall pay to Miracle as liquidated damages, and not as a penalty, an amount equal to 1.5% per month of any payment that is delinquent in such month and is not received by Miracle within ten (10) days after the date on which due.

3. Limitation of Warranty/ Indemnity. MIRACLE MAKES NO EQUIPMENT WARRANTIES EXCEPT FOR THOSE STANDARD WARRANTIES ISSUED WITH THE EQUIPMENT, WHICH ARE INCORPORATED HEREIN BY THIS REFERENCE. MIRACLE SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. CUSTOMER AGREES TO DEFEND, INDEMNIFY AND SAVE MIRACLE HARMLESS FROM ALL CLAIMS OF ANY KIND FOR DAMAGES OF ANY KIND ARISING OUT OF CUSTOMER'S ALTERATION OF THE EQUIPMENT, ITS FAILURE TO MAINTAIN THE EQUIPMENT, ITS FAILURE TO PROPERLY SUPERVISE EQUIPMENT USE, OR ITS FAILURE TO PROVIDE AND MAINTAIN APPROPRIATE TYPES AND DEPTHS OF SAFETY SURFACING BENEATH AND AROUND THE EQUIPMENT IN ACCORDANCE WITH MIRACLE'S INSTALLATION AND OWNER'S MANUALS AND THE MOST CURRENT CONSUMER PRODUCT SAFETY COMMISSION HANDBOOK FOR PUBLIC PLAYGROUND SAFETY.

4. Restrictions. Until all amounts due hereunder are paid in full, Customer shall not: (i) permit the Equipment to be levied upon or attached under any legal process; (ii) transfer title to the Equipment or any of Customer's rights therein; or (iii) remove or permit the removal of the Equipment to any location not specified in this Quote.

5. Purchase Money Security Interest. Customer hereby grants, pledges and assigns to Miracle, and Miracle hereby reserves a purchase money security interest in, the Equipment in order to secure the payment and performance in full of all of Customer's obligations hereunder. Customer agrees that Miracle may file one or more financing statements, in order to allow it to perfect, acquire and maintain a superior security interest in the Equipment.

6. Choice of Law and Jurisdiction. All agreements between Customer and Miracle shall be interpreted, and the parties' obligations shall be governed, by the laws of the State of Missouri without reference to its choice of law provisions. Customer hereby consents to the personal jurisdiction of the state and federal courts located in the city and county of St. Louis, Missouri.

7. Title; Risk of Loss; Insurance. Miracle Retains full title to all Equipment until full payment is received by Miracle. Customer assumes all risk of loss or destruction of or damage to the Equipment by reason of theft, fire, water, or any other cause, and the occurrence of any such casualty shall not relieve the Customer from its obligations hereunder and under any invoices. Until all amounts due hereunder are paid in full, Customer shall insure the Equipment against all such losses and casualties.

8. Waiver; Invalidity. Miracle may waive a default hereunder, or under any invoice or other agreement between Customer and Miracle, or cure such a default at Customer's expense, but shall have no obligation to do either. No waiver shall be deemed to have taken place unless it is in writing, signed by Miracle. Any one waiver shall not constitute a waiver of other defaults or the same kind of default at another time, or a forfeiture of any rights provided to Miracle hereunder or under any invoice. The invalidity of any portion of this Quote shall not affect the force and effect of the remaining valid portions hereof.

9. Entire Agreement; Amendment; Binding Nature. This fully-executed Quote, as supplemented by Change Orders and invoices containing exact amounts of estimates provided herein, constitutes the complete and exclusive agreement between the parties. A Change Order is a written instrument signed by the Customer and Miracle stating their agreement as to any amendment in the terms of this Quote. Customer acknowledges that Change Orders may result in delays and additional costs. The parties agree that all Change Orders shall include appropriate adjustments in price and time frames relating to any requested amendments. Upon full execution, this Quote shall be binding upon and inure to the benefit of the parties and their successors and assigns.

10. Counterparts; Electronic Transmission. This Quote, any invoice, and any other agreement between the parties, may be executed in counterparts, each of which shall constitute an original. The facsimile or other electronic transmission of any signed original document, and retransmission of any signed facsimile or other electronic transmission, shall be the same as the transmission of an original. At the request of either party, the parties will confirm facsimile or other electronically transmitted signatures by signing an original document.



## Equipment Quotation

### Sales Representative

Jay Webber  
 1442 Brooke Court  
 Hastings, MN 55033-3266  
 Phone: (651) 438-3630 Fax: (651) 438-3939

**Quote Number:** 13150395  
**Quote Date:** 12/21/2015  
**Customer Number:** 5504B09  
**Terms of Sale:** Net 30  
**Customer Class:** 1. Parks & Rec  
**Shipping Method:** Miracle  
**Freight Terms:** Prepaid  
**Approximate Ship Date:** ASAP  
**Cust PO Num:** Phase 2

### PO Remittance (if other than Sales Representative):

**Prepared For:** City of Lake Elmo  
 3800 Laverne Avenue N.  
 Lake Elmo, MN 55042

mbouthilet@lakeelmo.org

**Location:** City of Lake Elmo  
 3445 Ideal Avenue  
 Lake Elmo, MN 55042

**Payment Remittance:** Miracle Recreation Equipment Company  
 PO Box 204757, Dallas, TX 75320-4757

**Payment/Accounting Contact:** Mike (651) 248-7828

**Shipping/Delivery Contact:** Mike (651) 248-7828

Quantity	Item Number	Description
1	4424	WEBSCAPES PEGASUS 4M ACTIVITY NET
1	7145029	SQUARE DECK (ATTACHES TO 4 POSTS)
4	714553	5" OD X 160" POST (5'6" TO 6'6" DECKS)
1	7146616	DNA CLIMBER (6' & 6'6" DECK)
1	7147142HB	FIRE TRUCK 1/2 PANEL (BELOW DECK)
1	7147239	8' BURMA BRIDGE
1	7147716S	DUPLI-GATOR SLIDE (6' & 6'6" DECK)
1	7149746	WIGGLY WORM CLIMBER (5' OR 6'6" DECK)
1	6063	REFLEX
1	7189941	FUN FONE PAIR (2 FONES) W/ONE (1) POST

**Equipment Total:** \$34,236.00  
**Freight:** \$1,667.50  
**Installation:** \$8,700.00  
**Discount:** \$6,847.20  


---

**Grand Total:** \$37,756.30

This Quote shall not become a binding contract until signed and delivered by both Customer and Miracle Recreation Equipment Company ("Miracle"). Sales Representative is not authorized to sign this Quote on behalf of Miracle or Customer, and signed Quotes cannot be accepted from Sales Representative. To submit this offer, please sign below and forward a complete signed copy of this Quote directly to "Miracle Sales Administration" via fax (417) 235-3551 or email: orders@miraclerec.com. Upon acceptance, Miracle will return a fully-signed copy of the Quote to Customer (with copy to Sales Representative) via fax or email.

THIS QUOTE IS LIMITED TO AND GOVERNED BY THE TERMS CONTAINED HEREIN. Miracle objects to any other terms proposed by Customer, in writing or otherwise, as material alterations, and all such proposed terms shall be void. Customer authorizes Miracle to ship the Equipment and agrees to pay Miracle the total amount specified. Shipping terms are FOB the place of shipment via common carrier designated by Miracle. Payment terms are Net-30 days from invoice date with approved credit and all charges are due and payable in full at PO Box 204757, Dallas, TX 75320-4757, unless notified otherwise by Miracle in writing. Customer agrees to pay all additional service charges for past due invoices. Customer must provide proper tax exemption certificates to Miracle, and shall promptly pay and discharge all otherwise applicable taxes, license fees, levies and other impositions on the Equipment at its own expense. Purchase orders and payments should be made to the order of Miracle Recreation Equipment Company.

**Quote Number:** 13150395      **Quote Date:** 12/21/2015      **Equipment Total:** \$34,236.00      **Grand Total:** \$37,756.30

CUSTOMER HEREBY SUBMITS ITS OFFER TO PURCHASE THE EQUIPMENT ACCORDING TO THE TERMS STATED IN THIS QUOTE AND SUBJECT TO FINAL APPROVAL BY MIRACLE.

\_\_\_\_\_  
**Submitted By**

\_\_\_\_\_  
**Printed Name and Title**

\_\_\_\_\_  
**Date**

THE FOREGOING QUOTE AND OFFER ARE HEREBY APPROVED AND ACCEPTED BY MIRACLE RECREATION EQUIPMENT COMPANY.

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

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

**ADDITIONAL TERMS CONDITIONS OF SALE**

1. Use & Maintenance. Customer agrees to regularly inspect and maintain the Equipment, and to provide, inspect and maintain appropriate safety surfacing under and around the Equipment, in accordance with Miracle's product literature and the most current Consumer Product Safety Commission Handbook for Public Playground Safety.

2. Default, Remedies & Delinquency Charges. Customer's failure to pay any invoice when due, or its failure to otherwise comply with the terms of this Quote, shall constitute a default under all unsatisfied invoices ("Event of Default"). Upon an Event of Default, Miracle shall have all remedies available to it at law or equity, including, without limitation, all remedies afforded a secured creditor under the Uniform Commercial Code. Customer agrees to assist and cooperate with Miracle to accomplish its filing and enforcement of mechanic's or other liens with respect to the Equipment or its location or its repossession of the Equipment, and Customer expressly waives all rights to possess the Equipment after an Event of Default. All remedies are cumulative and not alternative, and no exercise by Miracle of a remedy will prohibit or waive the exercise of any other remedy. Customer shall pay all reasonable attorneys' fees plus any costs of collection incurred by Miracle in enforcing its rights hereunder. Subject to any limitations under law, Customer shall pay to Miracle as liquidated damages, and not as a penalty, an amount equal to 1.5% per month of any payment that is delinquent in such month and is not received by Miracle within ten (10) days after the date on which due.

3. Limitation of Warranty/ Indemnity. MIRACLE MAKES NO EQUIPMENT WARRANTIES EXCEPT FOR THOSE STANDARD WARRANTIES ISSUED WITH THE EQUIPMENT, WHICH ARE INCORPORATED HEREIN BY THIS REFERENCE. MIRACLE SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. CUSTOMER AGREES TO DEFEND, INDEMNIFY AND SAVE MIRACLE HARMLESS FROM ALL CLAIMS OF ANY KIND FOR DAMAGES OF ANY KIND ARISING OUT OF CUSTOMER'S ALTERATION OF THE EQUIPMENT, ITS FAILURE TO MAINTAIN THE EQUIPMENT, ITS FAILURE TO PROPERLY SUPERVISE EQUIPMENT USE, OR ITS FAILURE TO PROVIDE AND MAINTAIN APPROPRIATE TYPES AND DEPTHS OF SAFETY SURFACING BENEATH AND AROUND THE EQUIPMENT IN ACCORDANCE WITH MIRACLE'S INSTALLATION AND OWNER'S MANUALS AND THE MOST CURRENT CONSUMER PRODUCT SAFETY COMMISSION HANDBOOK FOR PUBLIC PLAYGROUND SAFETY.

4. Restrictions. Until all amounts due hereunder are paid in full, Customer shall not: (i) permit the Equipment to be levied upon or attached under any legal process; (ii) transfer title to the Equipment or any of Customer's rights therein; or (iii) remove or permit the removal of the Equipment to any location not specified in this Quote.

5. Purchase Money Security Interest. Customer hereby grants, pledges and assigns to Miracle, and Miracle hereby reserves a purchase money security interest in, the Equipment in order to secure the payment and performance in full of all of Customer's obligations hereunder. Customer agrees that Miracle may file one or more financing statements, in order to allow it to perfect, acquire and maintain a superior security interest in the Equipment.

6. Choice of Law and Jurisdiction. All agreements between Customer and Miracle shall be interpreted, and the parties' obligations shall be governed, by the laws of the State of Missouri without reference to its choice of law provisions. Customer hereby consents to the personal jurisdiction of the state and federal courts located in the city and county of St. Louis, Missouri.

7. Title; Risk of Loss; Insurance. Miracle Retains full title to all Equipment until full payment is received by Miracle. Customer assumes all risk of loss or destruction of or damage to the Equipment by reason of theft, fire, water, or any other cause, and the occurrence of any such casualty shall not relieve the Customer from its obligations hereunder and under any invoices. Until all amounts due hereunder are paid in full, Customer shall insure the Equipment against all such losses and casualties.

8. Waiver; Invalidity. Miracle may waive a default hereunder, or under any invoice or other agreement between Customer and Miracle, or cure such a default at Customer's expense, but shall have no obligation to do either. No waiver shall be deemed to have taken place unless it is in writing, signed by Miracle. Any one waiver shall not constitute a waiver of other defaults or the same kind of default at another time, or a forfeiture of any rights provided to Miracle hereunder or under any invoice. The invalidity of any portion of this Quote shall not affect the force and effect of the remaining valid portions hereof.

9. Entire Agreement; Amendment; Binding Nature. This fully-executed Quote, as supplemented by Change Orders and invoices containing exact amounts of estimates provided herein, constitutes the complete and exclusive agreement between the parties. A Change Order is a written instrument signed by the Customer and Miracle stating their agreement as to any amendment in the terms of this Quote. Customer acknowledges that Change Orders may result in delays and additional costs. The parties agree that all Change Orders shall include appropriate adjustments in price and time frames relating to any requested amendments. Upon full execution, this Quote shall be binding upon and inure to the benefit of the parties and their successors and assigns.

10. Counterparts; Electronic Transmission. This Quote, any invoice, and any other agreement between the parties, may be executed in counterparts, each of which shall constitute an original. The facsimile or other electronic transmission of any signed original document, and retransmission of any signed facsimile or other electronic transmission, shall be the same as the transmission of an original. At the request of either party, the parties will confirm facsimile or other electronically transmitted signatures by signing an original document.



## Equipment Quotation

### Sales Representative

Jay Webber  
 1442 Brooke Court  
 Hastings, MN 55033-3266  
 Phone: (651) 438-3630 Fax: (651) 438-3939

**Quote Number:** 13150396  
**Quote Date:** 12/21/2015  
**Customer Number:** 5504B09  
**Terms of Sale:** Net 30  
**Customer Class:** 1. Parks & Rec  
**Shipping Method:** Miracle  
**Freight Terms:** Prepaid  
**Approximate Ship Date:** ASAP  
**Cust PO Num:** Phase 3

### PO Remittance (if other than Sales Representative):

**Prepared For:** City of Lake Elmo  
 3800 Laverne Avenue N.  
 Lake Elmo, MN 55042

mbouthilet@lakeelmo.org

**Location:** City of Lake Elmo  
 3445 Ideal Avenue  
 Lake Elmo, MN 55042

**Payment Remittance:** Miracle Recreation Equipment Company  
 PO Box 204757, Dallas, TX 75320-4757

**Payment/Accounting Contact:** Mike (651) 248-7828

**Shipping/Delivery Contact:** Mike (651) 248-7828

Quantity	Item Number	Description
1	7147341	SAFETY PANEL AGES 2-5, FREE STANDING
1	953	ATV "C" SPRING RIDER
3	7185019	TRIANGLE DECK (ATTACHES TO 3 POSTS)
1	7185049	1/2 HEX OPEN DECK (ATTACHES TO 5 POSTS)
1	718552	3 1/2" OD X 130" POST (3' TO 5' DECKS)
6	718573	3 1/2" OD X 162" POST FOR ROOF (3'6" TO 5'DK)
1	7187264	MOGUL SLIDE (4' DECK)
1	7187306	HEXAGON TREE HOUSE ROOF
1	71874849	6'2" TYPHOON II SLIDE 360 DEG (4' DECK)
1	71875734	45 DEG SLOPED CLIMBING WALL (3' & 4' DECK)
1	7187633B	3-LETTER WORD SPELLER PANEL (BELOW DECK)
1	7187635	PLANET PANEL
1	718812	12" RISER PLATE
1	718851359	SQUARE TRANSFER POINT W/OPEN HR (3' DECK)
1	7189173	CURVED TENSILE CLIMBER (3' DECK)
1	7189941Z	FUN FONE PRICE INCLUDED IN 7189941

**Equipment Total:** \$19,335.00  
**Freight:** \$1,596.66  
**Installation:** \$5,325.00  
**Discount:** \$2,900.25  


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**Grand Total:** \$23,356.41

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\_\_\_\_\_  
**Submitted By**

\_\_\_\_\_  
**Printed Name and Title**

\_\_\_\_\_  
**Date**

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

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# Webber Recreational Design, Inc.

1442 Brooke Court · Hastings, MN 55033-3266  
(651) 438-3630 · Fax: (651) 438-3939  
(800) 677-5153  
www.webberrec.com

December 21, 2015

City of Lake Elmo  
ATTN: Mike Bouthilet  
3800 Laverne Avenue N.  
Lake Elmo, MN 55042

Dear Mike,

Below is the surfacing and playground concrete border cost for Easton Village Park playground.

<b>SuperSacs of Colored Rubber Mulch Delivered Only</b>	<b>\$</b>
9- 4'x6'x2" Dyna Cushion Mats Delivered Only	2,430.00
424 lineal feet of 6"x12" playground curbing	<u>11,350.00</u>
<b>Total Rubber Mulch, Dyna Cushion Mats and Concrete curbing Cost</b>	<b>\$</b>

*Concrete costs do not include shelter slab or sidewalk.*

Optional Goalsetter Basketball Goals (2)	\$ 1,950.00/each	\$ 3,900.00
Delivery to Lake Elmo, MN		380.00
Goalsetter Installation (2)		<u>1,800.00</u>
Total Delivered and installed Goalsetters (2)		\$ 6,080.00

*Does not include basketball court surface.*

If you have any questions or need clarification, please feel free to give me a call.

Sincerely,

Jay Webber- President  
WEBBER RECREATIONAL DESIGN, Inc.

## Play set/Home Ratio

	Play Set	Homes		Amenities not included
Carriage Station	\$70,000	109	\$642.20	Picnic Shelter, Basketball Court, Trail
Tapestry	\$34,000	62	\$548	Trail
Stonegate	\$30,000	68	\$441.18	Ball Field
Ridge	\$36,000	53	\$679.25	Ball field





# MAYOR & COUNCIL COMMUNICATION

**DATE:** February 2, 2016  
**REGULAR**  
**ITEM #** 11

**AGENDA ITEM:** Inwood Water Booster Station Improvements – Approve Plans and Specifications and Order Advertisement for Bids

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

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

**REVIEWED BY:** Jack Griffin, City Engineer  
Mike Bouthilet, Public Works

**SUGGESTED ORDER OF BUSINESS:**

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

**POLICY RECOMMENDER:** Engineering.

**FISCAL IMPACT:** None.

The Inwood Booster Station Improvements are being completed in conjunction with the Inwood Trunk Watermain Improvements which is being bid as a separate construction package. The project is scheduled to be paid through a combination of the City’s Water Enterprise Fund, bonding, and MN-DEED grants.

Approval of this resolution does not commit the council to the project costs. Once contractor bids are received, the actual construction costs will be known and the council will be asked to consider entering into a contract to complete the work.

**SUMMARY AND ACTION REQUESTED:**

The City Council is respectfully requested to consider approving the plans and specifications and ordering the advertisement for bids for the Inwood Water Booster Station. The recommended motion for this action is as follows:

***“Move to approve Resolution No. 2016-07, approving the plans and specifications and ordering the advertisement for bids for the Inwood Water Booster Station.”***

**LEGISLATIVE HISTORY/BACKGROUND INFORMATION:**

In accordance with the 2016 Capital Improvement Plan, the City is proposing to build a booster station necessary to deliver City water service to support the growth and development in the I-94 corridor. This project is part of the overall water system master plan and will help to provide water service to the new developments between Keats Avenue and Inwood Avenue, including Savona (Lennar), Boulder Ponds (Excelsior Group), Hammes Estates, Inwood PUD (Hans Hagen), and the existing properties within the Eagle Point Business Park.

On January 21, 2014, the council authorized the preparation of plans and specifications for the Inwood Booster Station. Then on April 15, 2014 the project was put on hold and the bid date delayed until such a time that the City Administrator could secure the MN-DEED Water System Grant. The project funding has now been secured and the design consultant, MSA Professional Services, Inc., has completed the construction documents for the improvements to be constructed in 2016.

The improvements include the construction of a 40-foot by 28-foot structure to house pumps, discharge piping, electrical equipment, and chemical feed equipment. The structure will be a slab on grade with masonry load bearing walls and a protective/water resistant ceiling. The exterior architecture follows the direction provided by Council at the October 6, 2015 Council meeting including a prairie style roof, and stone veneer siding on the two more visible building sides.

**RECOMMENDATION:**

Staff is recommending that the City Council approve the plans and specifications and order the advertisement for bids for the Inwood Water Booster Station Improvements. The recommended motion for this action is as follows:

***“Move to approve Resolution No. 2016-07, approving the plans and specifications and ordering the advertisement for bids for the Inwood Water Booster Station.”***

**ATTACHMENT(S):**

1. Resolution 2016-07 Approving Plans and Specifications and Ordering Advertisement for Bids.
2. Location Map.
3. Project Schedule.
4. Inwood Booster Station Improvements Plans and Specification (*available for review at City Hall*).

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

**RESOLUTION NO. 2016-07**

**A RESOLUTION APPROVING PLANS AND SPECIFICATIONS AND  
ORDERING ADVERTISEMENT FOR BIDS FOR THE INWOOD  
BOOSTER STATION**

**WHEREAS**, pursuant to a resolution passed by the City Council on the 21st day of January 2014, the City Engineer, together with MSA Professional Services, Inc. has prepared plans and specifications for the Inwood Booster Station and has presented such plans and specifications to the Council for approval.

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

1. Such plans and specifications, a copy of which is on file at Lake Elmo City Hall, and made a part hereof, are hereby approved.
2. The City Clerk shall prepare and cause to be inserted in the official paper and posted online with Quest Construction Data Network (QuestCDN.com) an advertisement for bids upon the making of such improvements under such approved plans and specifications. The advertisement shall be published for at least 21 days, shall specify the work to be done, and shall state that sealed bids provided to the City Clerk prior to the specified bid date and time and accompanied by a bid bond or cashier's check made payable to the City of Lake Elmo in an amount not less than 5% of the amount of such bid will be considered.

**ADOPTED BY THE LAKE ELMO CITY COUNCIL ON THE SECOND DAY OF  
FEBRUARY 2016.**

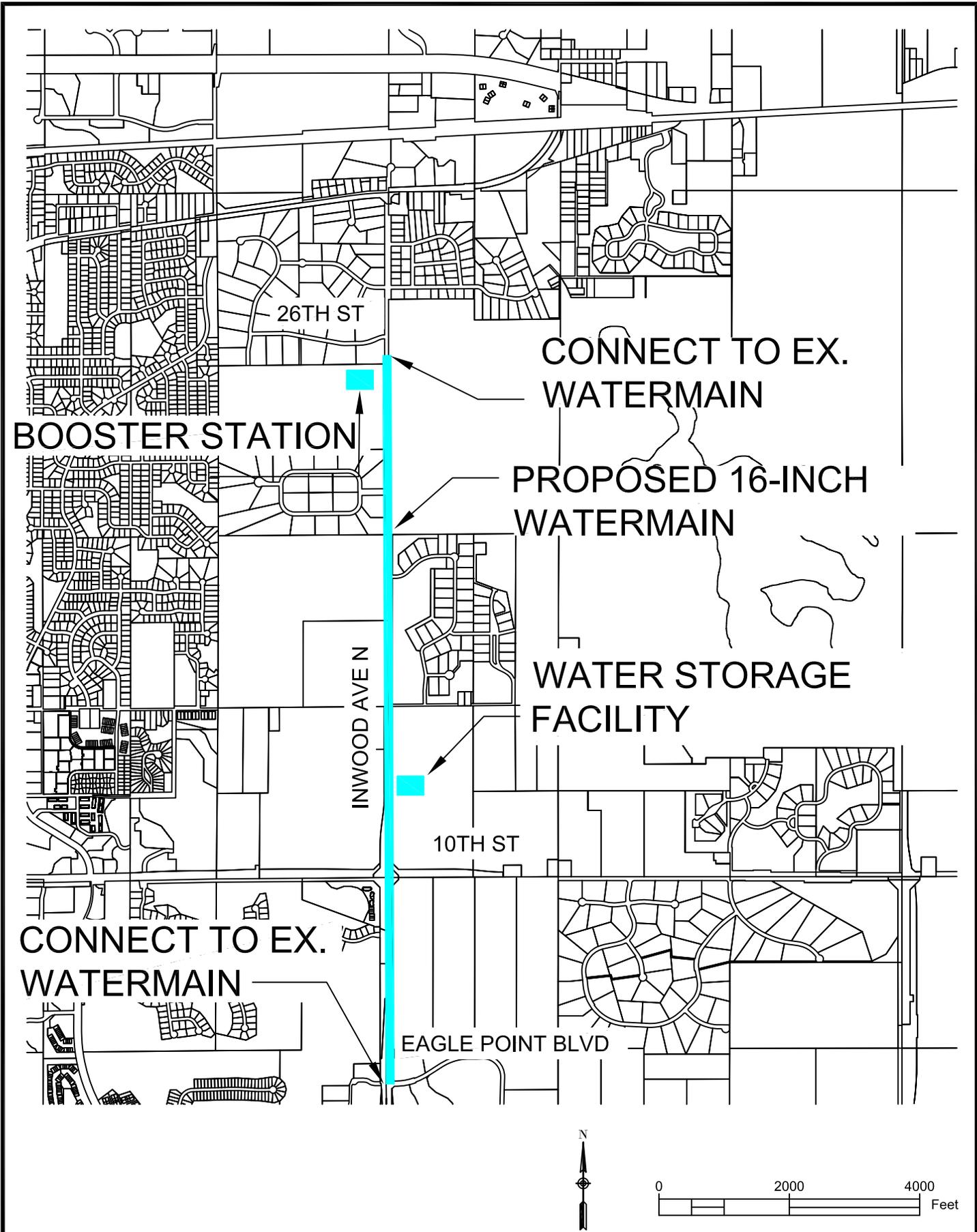
**CITY OF LAKE ELMO**

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

(Seal)

ATTEST:

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



PROJECT SCHEDULE  
CITY OF LAKE ELMO

**FOCUS** ENGINEERING, inc.

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

INWOOD BOOSTER STATION  
PROJECT NO. 2014.129

*JANUARY 2016*

---

January 21, 2014 Council Orders the Improvement for the Inwood Booster Station and the preparation of Plans and Specifications.

*Project is delayed due to delay in receipt of MN-DEED Water System Grant.*

February 2, 2016 Council approves Plans and Specifications and orders Advertisement for Bids.

March 3, 2016 Receive Contractor Bids.

March 15, 2016 Council accepts Bids and awards Contract.

April 14, 2016 Conduct Pre-construction meeting and issue Notice to Proceed.

October 31, 2016 Substantial Completion (booster station online and operational).

January 15, 2017 Final Completion (punch list and final paperwork).



# MAYOR & COUNCIL COMMUNICATION

**DATE:** February 2, 2016  
**REGULAR**  
**ITEM #** 12

**AGENDA ITEM:** Old Village Phase 2: Street, Drainage, and Utility Improvements – Authorize Preparation of a Feasibility Report

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

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

**REVIEWED BY:** Chad Isakson, Project Engineer  
Cathy Bendel, Finance Director

**SUGGESTED ORDER OF BUSINESS:**

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

**POLICY RECOMMENDER:** Engineering.

**FISCAL IMPACT:** \$5,500.

If authorized, FOCUS Engineering Inc., will prepare a feasibility report in the not to exceed amount of \$5,500 for the Old Village Phase 2 Street, Drainage, and Utility Improvements. If the improvements are ordered, the report costs will be charged against the project fund and become assessable to the benefitting properties. Should the project not be constructed, the report costs cannot be assessed.

**SUMMARY AND ACTION REQUESTED:**

The City Council is respectfully requested to consider approving Resolution No. 2016-XX, Ordering the Preparation of a Feasibility Report meeting MN State Statute 429 for the Old

Village Phase 2 Street, Drainage, and Utility Improvements so that the costs may be wholly or partially assessed to the benefitting properties.

**LEGISLATIVE HISTORY/BACKGROUND INFORMATION:**

The City of Lake Elmo and Washington County have been working jointly on the Old Village Improvements Project: Phase 1 and Phase 2 for the past year and a half to improve the Old Village and extend municipal sanitary sewer service into the downtown area. The Phase 1 Improvements occurred over the past construction season and design for the Phase 2 Improvements is ongoing with construction scheduled to begin in the summer of 2016.

Phase 2 improvements include street, drainage, sanitary sewer and watermain along 30<sup>th</sup> Street North from the Reid Park lift station to Lake Elmo Avenue and Lake Elmo Avenue from 30<sup>th</sup> Street to County State Aid Highway (CSAH) 14. While Washington County is the lead agency for the project, each entity will be responsible for sharing in the project costs consistent with the project Cooperative Agreement No. 9660.

Special assessments have been identified as one of the available funding mechanisms for the improvements where the benefitting properties are specially assessed all or a portion of the cost of the improvement, pursuant to the City's Special Assessment Policy, the project assessment methodology used for the Phase 1 Improvements, and Minnesota Statutes, Chapter 429. In order to maintain special assessments as a viable funding alternative, the City Council must direct the preparation of a feasibility report meeting the statutory process for public improvements that are specially assessed.

The report will advise on the improvements being recommended along each corridor, provide estimated project costs for the City cost participation of the recommended improvements, including easement and right-of-way, permits, and other requirements of other local agencies needed to implement the improvements, recommend whether the improvements should be made as proposed or in connection with some other improvement, and advise if the improvements are necessary, cost effective, and feasible. The Report will also provide a preliminary assessment roll for each of the benefitting properties consistent with the project assessment methodologies used for the Phase 1 Improvements.

Utility improvements will address both sanitary sewer service to replace individual on-site treatment systems and replacement of aging watermain infrastructure. Costs will be provided by Washington County's design consultant based upon the Washington County cost participation policy and in accordance with the project Cooperative Agreement.

Streetscape improvement costs (landscaping, street lighting, etc.) will be included in the scope of this report. These costs reflect the design direction previously provided by the City Council.

**RECOMMENDATION:**

Staff is recommending that the City Council authorize FOCUS Engineering, Inc. to prepare a Feasibility Report for the Old Village Phase 2 Street, Drainage, and Utility Improvements in the estimated amount of \$5,500. The recommended motion for this action is as follows:

***“Move to approve Resolution No. 2016-08, Ordering preparation of a Feasibility Report by FOCUS Engineering for the Old Village Phase 2 Street, Drainage, and Utility Improvements in a not to exceed amount of \$5,500.”***

**ATTACHMENT(S):**

1. Resolution No. 2016-08, Ordering Preparation of a Feasibility Report.
2. Location Map.
3. Project Schedule.

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

**RESOLUTION NO. 2016-08**

**A RESOLUTION ORDERING PREPARATION OF A FEASIBILITY  
REPORT FOR THE OLD VILLAGE PHASE 2 STREET, DRAINAGE, AND  
UTILITY IMPROVEMENTS**

**WHEREAS**, the City of Lake Elmo and Washington County have entered into a Cooperative Agreement to jointly make Street, Drainage and Utility Improvements to City and County infrastructure in and around the Old Village area in downtown Lake Elmo; and

**WHEREAS**, the improvements are being completed in two phases with Old Village Phase 1 consisting of a portion of the City streets including Upper 33<sup>rd</sup> Street North and Laverne Avenue North, and including the construction of the Regional Infiltration Pond; and the Old Village Phase 2 consisting of CSAH 17 (Lake Elmo Avenue) from CSAH 14 (Old Hwy 5) to 30<sup>th</sup> Street, and 30<sup>th</sup> Street from CSAH 17 east to the Reid Park lift station; and

**WHEREAS**, the Old Village Phase 1 Improvements began construction in 2015 and the Old Village Phase 2 Improvements are proposed for construction beginning in 2016; and

**WHEREAS**, each entity is responsible for sharing in the project costs per Cooperative Agreement No. 9660, dated June 2015; and

**WHEREAS**, the Phase 2 Improvements includes street, drainage and utility improvements, including the extension of sanitary sewer service and replacement of aging watermain infrastructure along the following corridors;

- 30<sup>th</sup> Street North, from the Reid Park lift station to Lake Elmo Avenue.
- Lake Elmo Avenue, from 30<sup>th</sup> Street North to CSAH 14.

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

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

That the proposed improvement, called the Old Village Phase 2 Street, Drainage, and Utility Improvements, be referred to the City Engineer and FOCUS Engineering, and that FOCUS Engineering is instructed to complete a feasibility report in accordance with Minnesota Statutes, Chapter 429 for the proposed improvements, and to report to the council with all convenient speed advising the council in a preliminary way as to whether the proposed improvement is necessary, cost-effective, and feasible; whether it should be best made as proposed or in connection with some other improvement; using estimated costs for the recommended

improvements as determined by the County's design consultant; and a description of the methodology used to calculate individual assessments for affected parcels.

**ADOPTED BY THE LAKE ELMO CITY COUNCIL ON THE SECOND DAY OF  
FEBRUARY 2016.**

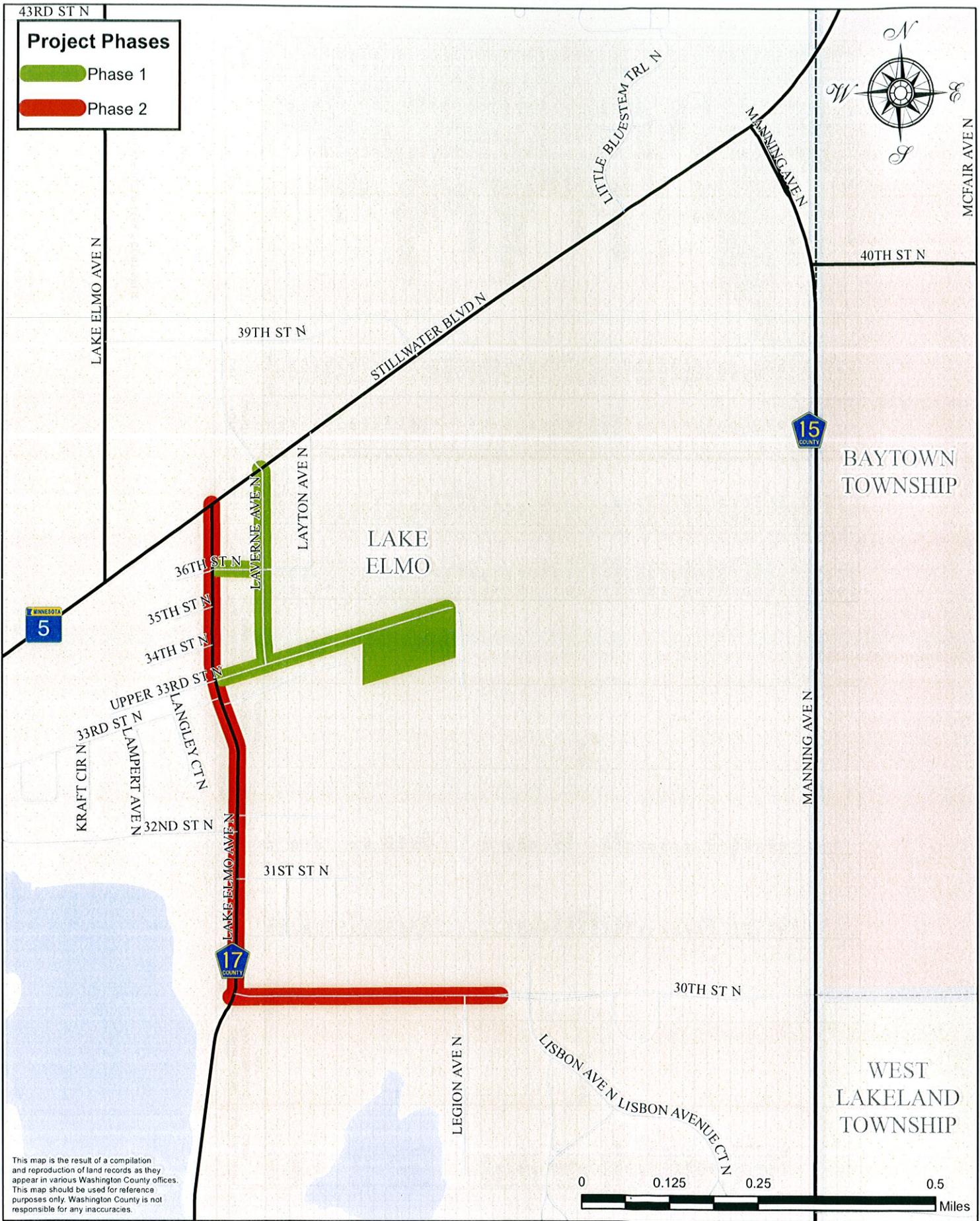
**CITY OF LAKE ELMO**

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

(Seal)

ATTEST:

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



PROJECT SCHEDULE  
CITY OF LAK ELMO

OLD VILLAGE PHASE 2: STREET, DRAINAGE  
AND UTILITY IMPROVEMENTS  
PROJECT NO. 2013.134

**FOCUS** ENGINEERING, inc.

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

*JANUARY 2016*

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FEBRUARY 5, 2015	Council approves Phase 2 Municipal Consent. County proceeds with Final Design.
FEBRUARY 2, 2016	Council authorizes the preparation of the Phase 2 Feasibility Report.
FEBRUARY 16, 2016	County presents final plans and specifications. No formal action required.
MARCH 1, 2016	County posts advertisement for bid.
MARCH 15, 2016	Council accepts Report and adopts project assessment policy. Calls Public Improvement Hearing.
MARCH 24, 2016	Notice of Public Hearing (Publish April 4 and April 11, 2016).
APRIL 1, 2015	County Accepts Contractor Bids.
APRIL 19, 2015	Public Improvement Hearing. Council approves "Concurrence" to award contract. Council <u>Orders the Improvement</u> for the Old Village Phase 2: Street, Drainage, and Utility Improvements (Requires 4/5 <sup>th</sup> vote).
MAY, 2016	Start of Phase 2 Construction. <ul style="list-style-type: none"><li>• NOVEMBER, 2016 Substantial Completion.</li><li>• JULY, 2017 Final Completion.</li></ul>



**MAYOR AND COUNCIL COMMUNICATION**

DATE: 2/2/16  
**REGULAR**  
ITEM #: 13  
**MOTION**

**AGENDA ITEM:** Aquatic invasive Species Grant support  
**SUBMITTED BY:** Clark Schroeder  
**THROUGH:** Clark Schroeder  
**REVIEWED BY:** **Clark Schroeder**

---

**SUGGESTED ORDER OF BUSINESS:**

- Introduction of Item.....Staff
- Report/Presentation .....Staff
- 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

**PUBLIC POLICY STATEMENT** Policy statement of support for Washington county grants for aquatic invasive species.

**SUMMARY AND ACTION REQUESTED:** The administrator recommends that the city council support the recommended treatment methods proposed in the grant applications for aquatic invasive species (AIS) in the City of Lake Elmo.

**BACKGROUND AND STAFF REPORT:** Washington County has received proposals (attached) for Aquatic Invasive Species (AIS) grant funds from the Lake Demontreville and Olson Lake Association, and the Lake Elmo Lake Association. Washington County welcomes Lake Elmo’s review of these proposals, and humbly requests that the City provide the County with any comments or feedback on the proposals by February 3, 2016.

All AIS grant requests that meet the requirements of the Request for Proposals issued on December 14, 2015 will be shared with the Washington County Board of Commissioners in a workshop on February 16, 2016. Grant agreements will be finalized between that date and early to mid-March, when formal Board action will be taken to approve projects and grant funding.

**RECOMMENDATION:**

*Motion:*

**“The City of Lake Elmo supports the Aquatic Invasive Species grants for Lake Demontreville and Olson Lake Association, and the Lake Elmo Lake Association for the 2016 grant period”**

**ATTACHMENT(S):**

*Lake Demontreville Olson Association\_2016 grant proposal for Washington County AIS funding*

*Lake Elmo Lake Association\_Washington County Grant Application - January 2016*

*Letter of support*



To: Colin Kelly Senior Planner  
Washington County

From: City of Lake Elmo

Date: February 2, 2016

The City Council of Lake Elmo do hereby fully support the suggested treatments for Aquatic Invasive Species (AIS) in the grant applications from the Lake Demontreville and Olson Lake Association, and the Lake Elmo Lake Association.

These Washington County grants and the proposed treatments by the above named lake associations are an important part of keeping AIS from spreading to other Washington County lakes in addition to maintaining lake health and recreation options for the proposed lakes.

The City of Lake Elmo encourages Washington County to approve these grants and move forward with these important projects.

On behalf of the whole Lake Elmo City Council.

Mayor Pearson \_\_\_\_\_

**Proposal**  
**for**  
**Washington County AIS Grant funding**  
**of**  
**Lake Demontreville & Lake Olson EWM management project**

January 13, 2016

The Lake Demontreville & Olson Association is pleased to submit the following proposal for a Washington County AIS Grant. This proposal requests a \$ 18,750 grant award to reduce Eurasian Water Milfoil (EWM) in Lake Demontreville and Olson using herbicide treatments applied by a licensed contractor in accordance with DNR regulations.

This is the second year of a multi-year program recommended by the Minnesota DNR. Their recommended approach is to manage the impact of EWM infestation by identifying and then treating the highest density EWM areas of each lake up to the maximum annual DNR limit.

Our 2015 project was partially funded by the Washington County AIS grant awarded last year through the Valley Branch Watershed District. Our Association is applying directly for this grant as the VBWD will not be coordinating the 2016 program.

We thank you for the funding Washington County AIS provided to us in 2015. Now, your consideration of this 2016 grant proposal to continue our EWM management program will be gratefully appreciated. If you have any questions or require additional information during the evaluation of this request, please let me know.

Thanks for your support

Roger Johnson, President  
Lake Demontreville Olson Association  
8048 Hill Trail North,  
Lake Elmo, MN 55042

Email: [rocan1@comcast.net](mailto:rocan1@comcast.net)  
Tele: 651-777-7766  
Cell: 651-402-8541

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## Introduction to Lake Demontreville and Lake Olson:

Lake Demontreville and Olson are very popular east metro Bass fishing lakes which have special DNR "Catch and Release" restrictions. The lakes are also popular for all types of motorized and non-motorized boating activities.

Lake Demontreville is a 157 acre lake and Lake Olson has 89 surface acres. A navigable channel connects their waters. Nearly 90% of their combined 246 acres are "littoral" (under 15 ft deep). Eurasian Water Milfoil (EWM) typically prospers in 1-15 ft water... so EWM is prevalent in mid-lake as well as near shore.

Both lakes are typically less than 1000ft wide. Their shorelines are fully developed with homes on every lot with the exception of the east shore of Demontreville which is occupied by the Jesuit Retreat, Carmelite Convent, and Carmelite Hermitage.

The public access for these lakes is on Demontreville Road with easy access to highway 36. The access parking lot is often filled to capacity. There are 21 parking spots with overflow parking available in Oakdale. According to DNR and City of Lake Elmo studies, the number of launches per hour at the Demontreville boat ramp and the boat density per surface acre on these lakes is typically more than twice that of the other lakes within the City of Lake Elmo.

## Profile:

The Lake Demontreville & Olson Association (LDO) is a voluntary organization of shoreline property owners. Its' chartered purpose is to preserve, protect, and improve the water and shoreline health of Lake Demontreville and Lake Olson which are linked via a navigable channel.

The Association originated in 1985 and has sponsored weed and algae control programs since 1991. From 1991 till present, the Association has managed annual shoreline/dockside chemical treatments for reducing Curly Leaf Pondweed infestations and periodic Lake-wide Algae reduction programs whenever Secchi Disc water clarity readings deteriorated below one meter.

The Association's focus expanded to Eurasian Water Milfoil (EWM) when it was first discovered near the Lake Demontreville public landing in 2005. With cooperation from the Minnesota DNR, the LDO association orchestrated a treatment of the public landing bay in 2009. That treatment was successful in reducing EWM for a few subsequent years. Then, in 2012 the EWM began to migrate through Lake Demontreville and in 2014 it moved into Lake Olson. By the spring of 2015 EWM was prevalent throughout both lakes.

In 2015, the Association partnered with the Valley Branch Watershed District (VBWD) on an aggressive multi-lake treatment program which slowed migration and provided excellent seasonal relief to the infestation in Lake Demontreville and Lake Olson. Unfortunately, many EWM plants re-grew through the season and by last fall were at or near the surface across both lakes.

Left unchecked, EWM is projected to be even more invasive during the summer of 2016. It will eventually form mats and entirely cover these small shallow lakes, making them unsuitable for swimming, fishing, or any watercraft activities (motorized or un-motorized). For that reason, LDO Association is seeking Washington County support for a 2016 treatment program similar to the Lake Demontreville and Lake Olson portion of the 2015 project managed by the VBWD. This project will be completed in compliance with all applicable MN DNR rules and regulations.

## Project Team:

The Lake Demontreville & Olson Association will lead this 2016 project. The team which may provide support to complete the 2016 EWM reduction project for Lake Demontreville and Lake Olson includes the following entities.

### **Lake Demontreville Olson Association (LDO)...** 8048 Hill Trail North, Lake Elmo, MN 55042

Tele: 651-777-7766 Email: [rocan1@comcast.net](mailto:rocan1@comcast.net)

Contact: Roger Johnson

The Lake Demontreville & Olson Association (LDO) is a voluntary organization of shoreline property owners. Its' chartered purpose is to preserve, protect, and improve the water and shoreline health of Lake Demontreville and Lake Olson which are linked via a navigable channel.

The Association originated in 1985 and has sponsored weed and algae control programs since 1991. From 1991 till present, the Association has managed annual shoreline/dockside chemical treatments for reducing Curly Leaf Pondweed infestations and periodic Lake-wide Algae reduction programs whenever Secchi Disc water clarity readings deteriorated below one meter.

LDO member/volunteers have coordinated all DNR permitting, chemical spraying by qualified contractors, lake temperature, clarity, and water analysis sampling for its' treatment programs every year since 1991. Association member/volunteers will also lead and provide these services for the proposed 2016 project.

### **Valley Branch Watershed District...** P.O. Box 838, Lake Elmo, 55042

Tele: 952-832-2622 Website: [VBWD.org](http://VBWD.org)

Contact: David Bucheck

The VBWD is a special purpose unit of local government that manages water resources within an approximately 70 square mile watershed located on the eastern edge of the Minneapolis-St. Paul metropolitan area, in Washington and Ramsey counties. Since its inception, the VBWD has spent over four decades implementing projects, studies, programs, and education to address flooding, water quality, groundwater, and ecological issues within its jurisdiction.

A goal of the VBWD is to improve and protect water resources; to that end, the VBWD seeks to manage AIS in its water bodies. The district provides technical support to state agencies, cities, townships, lake associations, and others seeking to manage AIS within the VBWD's jurisdiction. Technical support provided from 2012 to 2015 included conducting point-intercept plant surveys, preparing lake vegetation management plans, completing AIS management permit applications, designing herbicide treatment programs, providing presentations for public meetings, coordinating with the Minnesota Department of Natural Resources (DNR), and conducting other technical analyses.

The VBWD was the lead for the 2015 multi-lake AIS project which was partially funded by last years' Washington County AIS grant program

**Barr Engineering Company...** 4700 77th St W, Edina, MN

Tele: (952) 832-2600 Website: barr.com

Contacts: John Hanson or Meg Rattei

Barr Engineering Co. provides engineering and environmental consulting services to clients across the Midwest, throughout the Americas, and around the world. Today, Barr has more than 750 employees located in Minnesota, North Dakota, Missouri, Michigan, and in Alberta, Canada. Working together, their engineers, scientists, and support specialists help clients develop, manage, and restore natural resources.

Barr has prepared aquatic plant management plans for more than 20 lakes and has implemented AIS management projects on seven lakes. These projects have reduced invasive species to low levels and protected native plants from harm. As a subcontractor to VBWD, Barr Engineering coordinated the 2015 multi-lake AIS project which was partially funded by last years' Washington County AIS grant program.

**PLM Lake & Land Management Corp...** PO box 328, Brainerd, MN 56401

Tele: (218) 568-5379 Website: plmcorp.net

Contact: Paul Selter

For over 30 years, PLM Lake & Land Management Corp has been protecting properties from the aesthetic and economic damage caused by invasive plant species. PLM is one of the largest aquatic herbicide and algaecide application companies in the U.S. Their state-of-the-art equipment uses GPS and computer processors to distribute precise rates of herbicide application regardless of boat speed or direction. PLM regularly performs herbicide applications on AIS-infested lakes and was the applicator which completed the successful 2015 project on Lake Demontreville and Lake Olson.

**Lake Improvement Consulting LLC...** 13787 40th Street North, Stillwater, Mn 55082

Tele: 952-944-2565 Website: lakeimprovementconsulting.com

Contact: Paul Kaari

Lake Improvement Consulting has provided annual shoreline and algae reduction treatment services to Lake Demontreville and Lake Olson more than a decade. They also were the applicator for the 2009 EWM treatment of the public landing bay of Lake Demontreville. Lake Improvement Consulting also provides lake vegetation management services to many other lakes and ponds in Washington County and throughout the state. Their new state of the art computer/GPS system assures precise herbicide placement to optimize treatment results.

**Lake Restoration Inc...** 12425 Ironwood Circle, Rogers, Minnesota 55374

Tele: (763) 428-9777 Website: lakerestoration.com

Contact: Chad Hadler

Lake Restoration has managed aquatic vegetation in lakes and ponds since 1977. Their application technique uses a microprocessor for uniform application of the product. After the appropriate application rate is entered into the microprocessor, the valves adjust the flow of aquatic herbicide being applied based on the speed of the application boat. Adjustable height submerged trailing hoses are used for aquatic herbicide application placement within the biomass of the target plant species. GPS-enabled application equipment accurately places the aquatic herbicide within the approved treatment location. Lake Restoration performed the 2011 and 2013 applications on Long Lake.

**Endangered Resources Services, LLC...** 572 North Day Road, St Croix Falls, WI 54024

Tele: (715) 483-2847

Contact: Matthew Berg saintcroixdfly@gmail.com

Since 2002, Endangered Resources Services has provided biological surveys including baseline data, long-term monitoring, and habitat restoration projects. They specialize in conducting point-intercept plant surveys on lakes and rivers for clients such as the National Park Service, Department of Natural Resources, private engineering firms, and lake associations. Specialty areas also include aquatic and emergent plants, freshwater mussels, dragonflies, and breeding songbirds. Endangered Resources Services completed annual point-intercept surveys on Long Lake, Lake DeMontreville, Lake Olson, Lake Jane, and Lake Elmo during 2012 through 2015.

**Freshwater Scientific Services, LLC...** 18029 83rd Ave N, Maple Grove, MN 55311

Tele: (651) 336-8696

Contact: James Johnson

Freshwater Scientific Services has been in the business of aquatic plant monitoring & management planning since 2003. They have vast experience in evaluation of lake-wide, early season herbicide treatments for controlling invasive species in Minnesota lakes. And, they have evaluated the effects of repeated, early season, herbicide treatments on the native macrophyte assemblages.

**Blue Water Science, LLC...** 550 Snelling Ave, St. Paul, MN 55116

Tele: 651-690-9602

Contact: Steve McComas

Blue Water Science, has been working on lakes and streams for over 30 years and specializes in lake management and lake restoration projects with an emphasis on innovative approaches for lake protection and improvement. They have conducted hundreds of aquatic plant management surveys throughout the Midwest.

## Project description:

### 2016 Lake Demontreville & Lake Olson EWM management project.

The proposed project is to reduce EWM density in Lake Demontreville and Lake Olson using herbicide treatments applied by a licensed contractor in accordance with DNR regulations.

This is the second year of a multi-year program recommended by the Minnesota DNR. The approach is to manage the impact of EWM by identifying and then treating the highest density EWM areas of each lake up to the maximum allowable DNR limit.

## Project Goals:

The long term goal of this project is to reduce the EWM infestation of Lake Demontreville and Lake Olson. The 2016 goal is to knock down the EWM plants in the spring and to reduce the formation of EWM surface mats throughout the summer months. Accomplishment of this goal means less EWM plant fragmentation which reduces spread of the plant within the lake, less downstream migration, and fewer transfer of EWM to other lakes via contaminated boats and trailers.

## Scope of work and timeline:

**May –June 2016**...timing is dependent on ice out date and water temperatures

1. Complete a spring EWM delineation survey to identify high density EWM areas for treatment.
2. Work with DNR Aquatic Invasive Species specialists to define appropriate EWM treatment areas.
3. Gain approval for DNR Aquatic Invasive Species permit to apply proper herbicide dosage to target EWM growth areas.
4. Contract with licensed applicator to treat permitted areas in accordance with DNR regulations.
5. Monitor lake water temperature gradient to determine optimum timing of treatments.
6. Coordinate timely application of DNR approved herbicide by the licensed applicator/contractor.
7. Collect water samples and coordinate lab analysis of herbicide concentrations 1 and 3 days after treatment if such is required by DNR permit.

**July 2016**

8. Complete a post treatment assessment of EWM plant kill/survival 30 days after treatment.

## Implementation plan, Deliverables, and Performance

### Measurements:

1. Spring EWM delineation with GPS mapping of highest density EWM areas completed by LDO volunteers or contractor.
2. Approved DNR Aquatic Invasive Species permit for target treatment area.
3. Treatment report issued by licensed applicator/contractor after herbicide application.
4. Post treatment 30 day assessment report completed by LDO volunteers or contractor.

### Budget:

<b>Spring EWM delineation study</b>	<b>\$ 1,500</b>
<b>DNR Aquatic Invasive Species permit fee</b>	<b>\$ 0</b>
<b>Licensed applicator treatment and reporting expense*</b>	<b>\$ 15,000</b>
<b>Water sample analysis</b>	<b>\$ 750</b>
<b>Post treatment assessment study</b>	<b>\$ 1,500</b>
<hr/>	
<b>Total project</b>	<b>\$ 18,750</b>

\* Herbicide treatment cost is dependent upon depth and diversity of treatment areas. The cost is not finalized till a DNR permit is issued with the treatment area defined. The above \$15,000 estimate is based on last falls' assessment of high density EWM locations and the expectation of related treatment area/depth.

Project costs not funded by this Washington County grant will be paid by the Lake Demontreville & Olson Association, with possible additional funding assistance from the DNR, VBWD, and/or City of Lake Elmo.

## **Outreach/Collaborations:**

LDO has established a great relationship with the DNR and VBWD. We have worked together to plot a course for appropriate and careful AIS management of the EWM infestation of Lake Demontreville and Lake Olson. The treatment plan presented in this grant request is the second year of the agreed upon program. Results from this year will be reviewed and used in our further efforts to control EWM in our lakes and others throughout the state.

LDO is an active participant on the VBWD Citizen Advisory Committee on invasive species. Representatives from all five Washington County lakes within the Valley Branch Watershed serve on the committee. The committee meets regularly to collaborate regarding invasive species issues, including management of current AIS infestations and prevention of additional AIS infestations.

LDO members have also participated in the Washington County Conservation District AIS meetings to share experiences with lake associations throughout the county.

## **Evidence Supporting Approach:**

The herbicide approach we are employing to manage the EWM infestation of Lake Demontreville and Lake Olson is the most aggressive allowed by the MN DNR. As mentioned earlier, we are in the second year of this long range program...the final outcome of which will not be apparent for several more years.

## **Prior Washington County Work and potential conflicts:**

This is the second year of a multi-year EWM reduction program recommended by the Minnesota DNR. The approach is to manage the impact of EWM by identifying and then treating the highest density EWM areas of each lake up to the maximum annual DNR limit.

The first year was partially funded by the 2015 Washington County AIS grant awarded last year through the Valley Branch Watershed District. Our Association is applying directly for this 2016 grant as the VBWD will not be coordinating this year's program.

No conflicts of interest are known to exist between Washington County, our association and/or any of our supporting team.



## Lake Elmo Lake Association

PO Box 78

Lake Elmo, MN 55042

January 12, 2016

Mr. Colin Kelly, Senior Planner  
Office of Administration, Room 5506  
Washington County  
14949 62nd Street N  
Stillwater, MN 55082

colin.kelly@co.washington.mn.us  
651-430-6011

Dear Mr. Kelly,

The Lake Elmo Lake Association (LELA) is applying for a grant of \$18,000.00 through Washington County as part of the State of Minnesota's Aquatic Invasive Species Prevention Aid specifically for Lake Elmo lake.

We appreciate the opportunity to apply for funds that help address the invasive species of Lake Elmo Lake on behalf of both the local community and the Lake Elmo Regional Park in Washington County.

Please don't hesitate to contact me if you have any questions or need additional information.

Sincerely,

Wendy Griffin, President  
Lake Elmo Lake Association

Enclosed: Request for Proposal

cc: Lake Elmo Lake Association's Board of Directors



Proposal to

## **Prevent the Spread of Aquatic Invasive Species**

Prepared for

## **Washington County**

Submitted by

## **Lake Elmo Lake Association**

January 12, 2016

### **ORGANIZATION/ENTITY**

Lake Elmo Lake Association  
PO Box 78  
Lake Elmo, MN 55042

### **PRIMARY CONTACT**

Wendy Griffin, President  
Lake Elmo Lake Association  
PO Box 78  
Lake Elmo, MN 55042  
Email: [wlgriffin9@gmail.com](mailto:wlgriffin9@gmail.com)  
Phone: 651-249-9318 (cell)

### **SUPPORTING/PARTICIPATING ORGANIZATIONS**

- City of Lake Elmo
- Lake Elmo Lake Association

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<b>Exhibits (Reference Information):</b> <ul style="list-style-type: none"> <li>• <i>Exhibit A: Map of Lake Elmo lake with identified Eurasian Watermilfoil (Source: Valley Branch Watershed District 2015 Plant Survey Results – Figure 45)</i></li> <li>• <i>Exhibit B: Results of Lake Monitoring (Source: Valley Branch Watershed District – pages 102 and 103)</i></li> <li>• <i>Exhibit C: 2012-2015 Lake Elmo Eurasian Watermilfoil Frequency of Occurrence at Sites Shallower than Maximum Depth of Plant Growth (Source: Valley Branch Watershed District 2015 Plant Survey Results – Figure 44)</i></li> <li>• <i>Exhibit D: 2012-2015 Lake Elmo Frequency of Occurrence in Plant Growth Area of the Lake (Source: Valley Branch Watershed District 2015 Plant Survey Results – Figure 47)</i></li> <li>• <i>Exhibit E: 2015 Commercial Mechanical Control Companies (Source: MN DNR)</i></li> </ul>	<b>Pages 8 – 13</b>

# PROPOSAL

## **Preventing the spread of invasive species**

The Lake Elmo Lake Association (LELA) proposed project will help prevent further spread of Eurasian Watermilfoil in Lake Elmo lake and will also help protect further spread to other Washington County lakes and waterways. The LELA is proposing to harvest the invasive species when it reaches the water surface or to a depth that recreational activities will likely disturb and transport it to unaffected areas. By harvesting the Eurasian Watermilfoil near the surface of the water will help the weed from getting caught on recreational watercraft and sporting equipment, thus minimizing the opportunity for the invasive weed to be further spread around the lake as well as to other nearby lakes or recreational waterways. Our first option would be to use chemicals to eradicate it from the lake, however the LELA was informed that this was not an option for Lake Elmo. (See Exhibit A – map of Lake Elmo lake with identified Eurasian Watermilfoil)

Approximately 6,000 feet (almost 50%) of Lake Elmo's shoreline is a part of the Lake Elmo Park Reserve, a part of the Washington County Park system, which is visited by several hundred thousand visitors per year. The remaining lakeshore is privately owned by approximately 56 lakeshore landowners. We estimate that on a daily average 10-20 public boaters launch their boats through the Regional Park into Lake Elmo.

Lake Elmo lake was confirmed to have Eurasian Watermilfoil in 2005 and in 2007 it was listed by Minnesota DNR as infested with Eurasian Watermilfoil. It was only after LELA received a small grant in 2015 to hand harvest the invasive species that there had been an approved treatment plan put into practice to help address the growing problem.

Lake Elmo Lake Association (LELA) incorporated in late 2014 and is an active "hands on" Association with a mission of protecting, promoting and maintaining the environmental, safety, and recreational assets of the lake. LELA is committed to working in conjunction with federal, state, and local agencies, as well as public and private partnership to maintain the quality of the lake. LELA understands the value of providing educational resources to the visitors and our neighbors to assist in the protection and quality of the Lake area and its wildlife. Landowners have been active for over three years by monitoring the lakes quality once every two weeks between ice off to the middle of October. This data is submitted to Metropolitan Council as a method to provide continuous evaluation of the lake. (See Exhibit B – Results of Lake Monitoring)

In 2015 the Association worked collaboratively with the Valley Branch Watershed District and other local units of government and applied for and received our first grant for preventing the spread of invasive species (Eurasian Watermilfoil). The grant funds were used in September 2015 in a small harvesting process through the services of qualified divers to pull and dispose of Eurasian Watermilfoil focused on the north and eastside of the lake. The Association contributed over \$700.00 of their funds to extend the area the divers treated. The Association met all grant requirements and will be monitoring the areas treated through the 2015 grant during 2016.

## Profile

Primary Contact: Wendy Griffin

- Wendy is a twenty-three year employee of Washington Conservation District. Wendy has seventeen years' experience monitoring the lakes of Washington County for Dissolved Oxygen, temperature, clarity of the water, water levels, total suspended solids, and chlorophyll A along with some identification of lake vegetation.
- Wendy is a lifelong resident of Lake Elmo and has been monitoring Lake Elmo lake for the past three years on behalf of the Valley Branch Watershed District for the Met Council CAMP program.
- Wendy is the President of the Lake Elmo Lake Association and was instrumental in getting the Association up and running. Wendy recruited board members, oversaw, the creation of the by-laws, obtained tax exempt status, facilitates annual membership and board meetings, oversees fundraising events, and works collaboratively with the board to seek solutions to the eradicating Eurasian Waterfoil in Lake Elmo lake and at the same time preserve the native plants.

## Project Description

Eurasian Watermilfoil was discovered in Lake Elmo in fall 2005 and has spread throughout the vegetated areas of the lake during the past decade. Frequency of occurrence during 2012 through 2014 has ranged from 34 to 44 percent of sample points within the vegetated area of the lake, producing problematic conditions annually. Because the public boat landing and half of the lake's shoreline are located within the Lake Elmo Park Reserve, the lake is a popular attraction for park visitors. The problematic conditions caused by Eurasian Watermilfoil adversely impact the recreational experience of lake visitors and increase the risk that Eurasian Watermilfoil will spread to other Washington County lakes. A boat survey conducted by the City of Lake Elmo during a 10-day period in June 2013 indicated that, on average, approximately 10 boats per day were seen on Lake Elmo; 10 opportunities per day to spread Eurasian Watermilfoil to other Washington County lakes. (See Exhibit C-Figure 44 and Exhibit D-Figure 47)

LELA is seeking grant funds to hire a commercial harvesting company as a way to address the invasive species and enhance recreational value of the lake. Treatment of this lake is currently limited to non chemical/herbicide methods as the lake has been identified with a shore land classification as a natural environment lake. This vastly limits treatment options while at the same time treatment is an important component in order to manage invasive species, Eurasian Watermilfoil, and to reduce the spread of such in Lake Elmo lake and other lakes in the County. (See Exhibit E – 2015 Commercial Mechanical Control Companies)

The vendor services of a commercial harvesting company to harvest Eurasian Watermilfoil in for 20 acres, in the highest density areas as outlined on Exhibit E. This will provide the Association with a baseline, along with the initial manual harvesting conducted in late 2015, in order to monitor the growth and spreading of this invasive species. Based on 2015 quote we believe the cost will be \$1,000.00 per acre.

The lake has been experiencing an increase of the spread of Eurasian Watermilfoil and with the limitations to treatment options the Association is looking to work in collaboration with Washington County (as part of lakeshore ownership) and is seeking financial assistance from Washington County through this grant opportunity so the Association can continue to address the Eurasian Watermilfoil.

**Project Goals:**

The project goal for the commercial harvesting treatment of Lake Elmo lake in 2016 is to reduce the impact of Eurasian Watermilfoil after harvesting to decrease the amount of milfoil caught on boats, thus reducing the possible spreading to unaffected areas on the lake or to other lakes, and enhancing the recreational value of Lake Elmo and other Washington County water ways.

**Implementation Plan, Deliverables, and Performance Measurement**

**Implementation Plan:**

Upon approval of the proposal the Lake Elmo Lake Association will contact the commercial vendor to schedule date(s) from which the milfoil harvesting will have the best outcome. We will consult with Minnesota DNR, and other experts to determine best time and method of harvesting to get the best possible outcome as described previously. LELA understands that communications is a critical aspect of this project and is prepared to establish an effective communication plan intended for the lakeshore owners. LELA is also aware that it needs to obtain a permit from Minnesota DNR and is prepared to apply and work with Minnesota DNR in obtaining a permit as soon as LELA receives an affirmative response to our proposal. If successful in receiving funding LELA will document pre and post harvesting data and is prepared to submit the findings to Washington County.

**Deliverables:**

Final report that encompasses all data document and monitoring of the lake completed by Association members.

**Performance Measurement:**

- Monitoring growth rate every two weeks (height).
- Monitoring acreage increasing in milfoil.
- Treatment locations will be documented through GPS

**Timeline**

Support of this grant provides LELA the ability to work towards a multi-year approach of preventing the spread of invasive species (Eurasian Watermilfoil). If the full grant amount is awarded, the Association will support the following timeline and plan. If only a portion of the funds is awarded the Association will put into place a plan that supports the grant funds received.

Full grant funds awarded:

Task	Estimated Completion Date*
1.0 Schedule vendor for commercial harvesting of up to 20 acres	March 2016
2.0 Send out notifications of harvesting plan to residents of Lake Elmo	April 2016
3.0 Document growth of Eurasian Watermilfoil in the areas planned to be harvested	March through October 2016
4.0 Obtain DNR permits for commercial harvesting	May 2016
5.0 Commercial harvesting to occur	(TBD based on expert advice) Summer of 2016

6.0	Post treatment documenting of areas where commercial harvesting occurred	Immediately following harvesting
7.0	Document and monitor growth of Eurasian Watermilfoil in treated areas throughout summer and fall of 2016	Summer/Fall 2016
8.0	Data summary and analysis	Fall 2016
9.0	Grant Report	December 31, 2016

\*Actual completion dates of several activities are dependent on the date of ice-out and how quickly the lakes warm. It is estimated that the activities associated with treatment will occur in spring and/or fall, although an early xxx treatment is possible if a late ice-out occurs.

### **Outreach/Collaborations/Letters of Support**

The City of Lake Elmo provides full support to the Lake Elmo Lake Association taking the lead in addressing invasive species (Eurasian Watermilfoil) in Lake Elmo lake. The Association plans to seek future funding from the City of Lake Elmo to assist with some of the future costs of implementing such plans.

A representative of the Lake Elmo Association is part of the Valley Branch Watershed Citizen Advisory Committee on invasive species. The committee meets regularly to collaborate regarding invasive species issues, including management of current AIS infestations and prevention of additional AIS infestations.

### **Evidence Supporting Approach**

Due to the current limitations for treatment on Lake Elmo lake using a harvesting approach is the only option presented to LELA by Minnesota DNR. Lake Elmo lake has been monitored for over three years, by a Lake Elmo lake resident, and the Association will continue to monitor the lake and provide the results of the data/information obtained through monitoring to local units of government including Washington County and Minnesota DNR.

### **Budget**

The budget request for this grant project is \$20,000.00. The Lake Elmo Lake Association is matching 10% of the requested amount (\$2,000.00) to support the project.

<b>INCOME:</b>	
Washington County Grant	\$18,000.00
Lake Elmo Lake Association (match)	\$2,000.00
<b>TOTAL INCOME:</b>	<b>\$20,000.00</b>
<b>EXPENSES:</b>	
Commercial Harvesting (Vendor)	\$20,000.00
<b>TOTAL EXPENSES:</b>	<b>\$20,000.00</b>

Budget Narrative:

- Harvesting Vendor: Harvesting 20 acres. LELA received an estimate in 2015 that was approximately \$1,000/per acre.

## **Prior Washington County Work and Potential Conflicts of Interest**

To the best of our knowledge, no conflict of interest exists that would interfere with the Association's ability to complete work as identified in this proposal.

## **Acceptance of Grant Agreement**

The Lake Elmo Lake Association accepts all general proposal requirements of the Request for Proposal to Prevent the Spread of Aquatic Invasive Species in Lake Elmo lake, located in Washington County and the grant agreement terms in Appendix B.

## **County Participation**

The Lake Elmo Lake Association is requesting staff at the Lake Elmo Regional Park to distribute educational materials on the prevention of spreading invasive species from lake to lake.

## **Attachments**

- Exhibit A: Map of Lake Elmo lake with identified Eurasian Watermilfoil (Source: Valley Branch Watershed District 2015 Plant Survey Results – Figure 45)
- Exhibit B: Results of Lake Monitoring (Source: Valley Branch Watershed District – pages 102 and 103)
- Exhibit C: 2012-2015 Lake Elmo Eurasian Watermilfoil Frequency of Occurrence at Sites Shallower than Maximum Depth of Plant Growth (Source: Valley Branch Watershed District 2015 Plant Survey Results – Figure 44)
- Exhibit D: 2012-2015 Lake Elmo Frequency of Occurrence in Plant Growth Area of the Lake (Source: Valley Branch Watershed District 2015 Plant Survey Results – Figure 47)
- Exhibit E: 2015 Commercial Mechanical Control Companies (Source: MN DNR)

Bar Foster: ArcGIS 10.3.1, 2015-10-02 10:29 File: I:\Client\BWD\OfficeWork - Ordent\Lake\_Monitoring\MapReports\2015\04\_Summary\_Report\Figure 45 - Lake Elmo Eurasian Watermilfoil Extent - June 2015.mxd User: KAC2

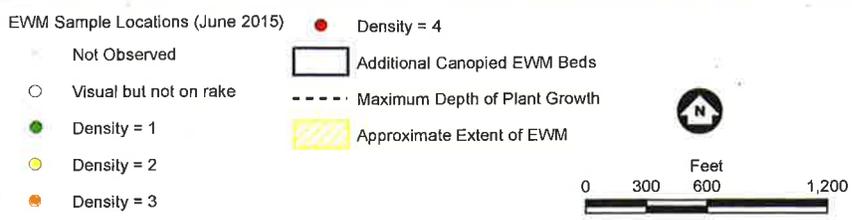
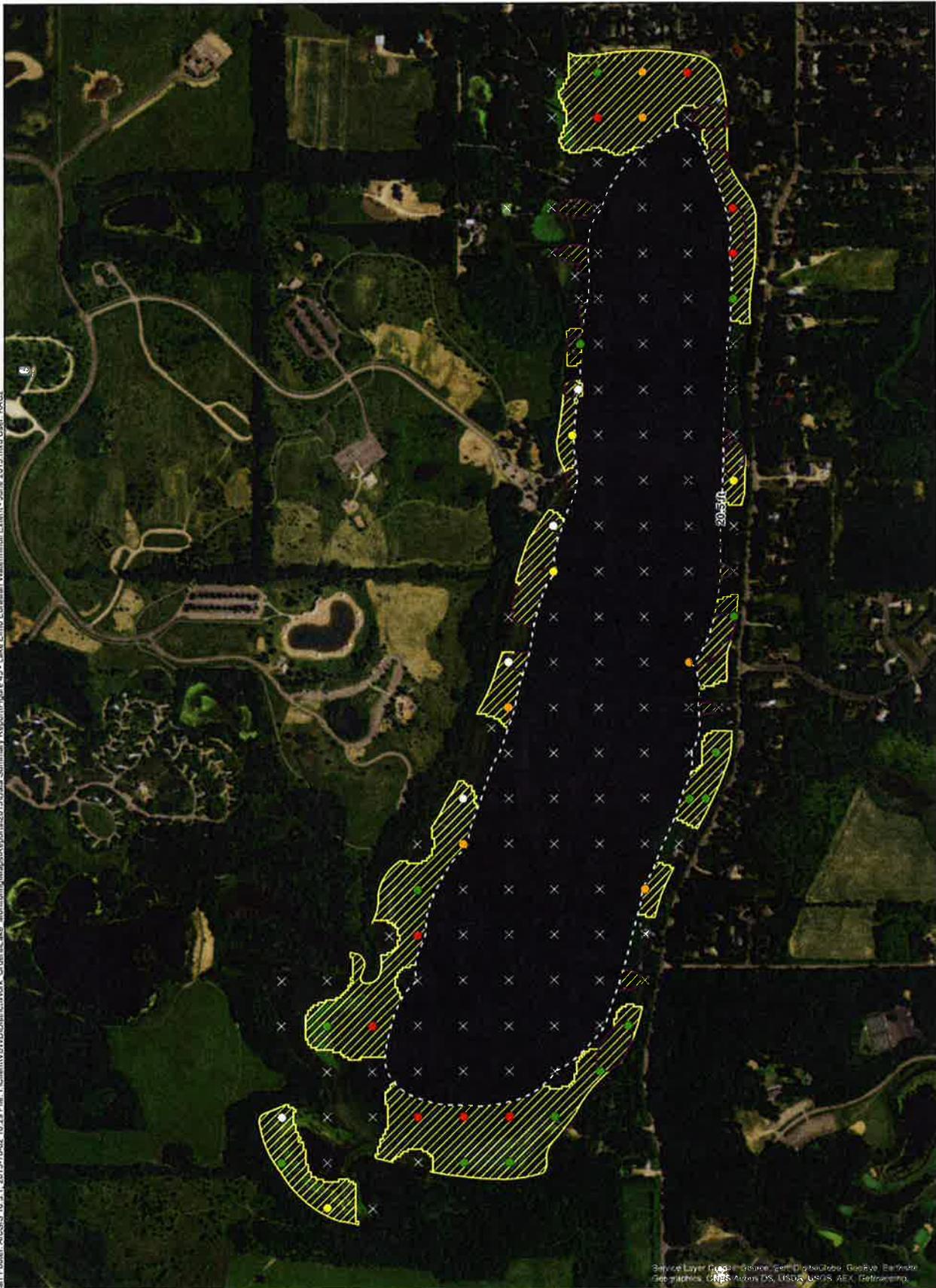


Figure 45  
 LAKE ELMO EURASIAN  
 WATERMILFOIL EXTENT,  
 JUNE 2015  
 Lake Elmo (8201.0600)  
 Washington County  
 Valley Branch Watershed District

## Lake Elmo (82-0106) Valley Branch Watershed District

Volunteer: Wendy Griffin, Jeff Berg

Lake Elmo is located in Lake Elmo (Washington County). It is considered a Priority Lake by the Metropolitan Council for its high regional recreation value and exceptional water clarity (METC 2007). The 284-acre lake has a maximum depth of 41.7 m (137 ft) which is the deepest lake in the TCMA. The MN DNR has designated the lake as being infested with Eurasian water milfoil (*Myriophyllum spicatum*). The MPCA has listed the lake as impaired for perfluorooctane (PFO) content in fish.

On each sampling day the lake was monitored for total phosphorus (TP), chlorophyll-a (CLA), total Kjeldahl nitrogen (TKN), and secchi transparency, as well as the lake's perceived physical condition and recreational suitability. The resulting data are summarized in tables and figures on the following pages.

### 2013 summer (May - September) data summary

Parameter	Mean	Minimum	Maximum	Grade
TP (µg/l)	16	8	31	A
CLA (µg/l)	2.4	1.4	3.3	A
Secchi (m)	5.7	2.8	7.0	A
TKN (mg/l)	0.60	0.44	1.00	
			Lake Grade	A

The lake received a lake grade of A for 2013. The lake has typically received A lake grades since the late 1980s. Continued monitoring is suggested to continue to watch potential TP changes in the lake.

Throughout the monitoring period, the volunteer's opinions of the lake's physical condition and recreational suitability were ranked on a 1-to-5 scale. These user perception rankings are shown on the following page.

The Fisheries Section of the Minnesota Department of Natural Resources (MDNR) has conducted a fisheries survey on the lake. Information on the survey can be obtained through the MDNR Fisheries Section by calling (651) 259-5831 or by downloading the information off the Internet at <http://www.dnr.state.mn.us/lake-find/>.

If you notice any errors in the lake's data or physical information, or are aware of any additional or missing information, please contact Brian Johnson of the Metropolitan Council at (651) 602-8743 or [brian.johnson@metc.state.mn.us](mailto:brian.johnson@metc.state.mn.us).

Exhibit B (1)



Exhibit B (3)

**Lake Water Quality Grades Based on Summertime Averages**

Year	1980	1981	1982	1983	1984	1985	1986	1987	1988	1989	1990	1991
TP	B	A	B		B				B			A
CLA	B	A	B		A				A			A
Secchi	C	B	C		B	A	B	B	A	A	A	A
<b>Lake Grade</b>	<b>B</b>	<b>A</b>	<b>B</b>		<b>B</b>				<b>A</b>			<b>A</b>

Year	1992	1993	1994	1995	1996	1997	1998	1999	2000	2001	2002	2003
TP			A									
CLA			A									
Secchi	A	A	A									
<b>Lake Grade</b>			<b>A</b>									

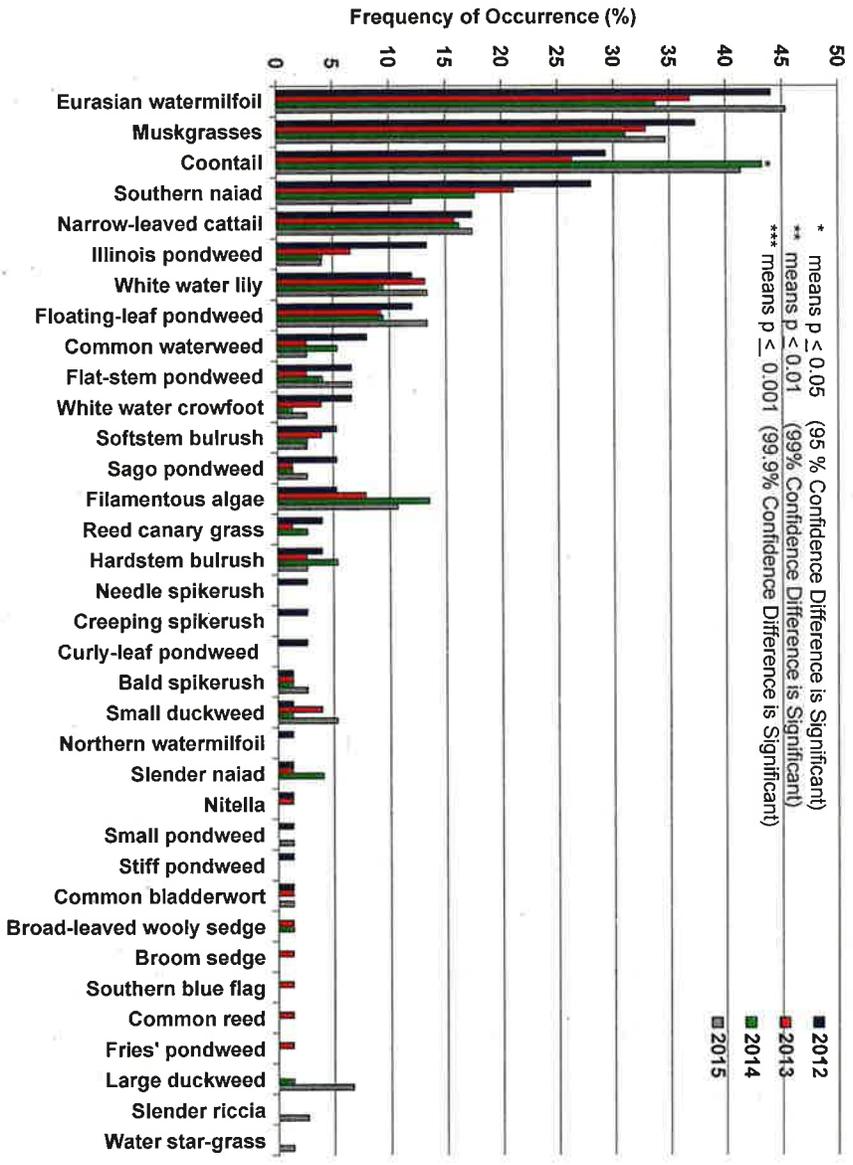
Year	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013
TP		A	A	A	A	A	A	C	A	A
CLA		A	A	A	A	A	A	A	A	A
Secchi		A	A	A	A	A	A	A	A	A
<b>Lake Grade</b>		<b>A</b>	<b>A</b>	<b>A</b>	<b>A</b>	<b>A</b>	<b>A</b>	<b>B</b>	<b>A</b>	<b>A</b>

Source: Metropolitan Council and STORET data

Exhibit C

To: VBWD Managers  
 From: Meg Raffel  
 Subject: VBWD June 2014 Point-Intercept Macrophyte Surveys  
 Date: October 1, 2015  
 Page: 73  
 Project: 23820405  
 c: John Hanson, Susannah Toreth, Roy Roemmich, Melissa Inse

2012-2015 Lake Elmo: Frequency of Occurrence



Note: \* indicates a significant change in frequency of occurrence between years

Figure 47 2012-2015 Lake Elmo Frequency of Occurrence in Plant Growth Area of the Lake

To: VBWD Managers  
From: Meg Ratte  
Subject: VBWD June 2014 Point-Intercept Macrophyte Surveys  
Date: October 1, 2015  
Page: 70  
Project: 23820405  
c: John Hanson, Susannah Torseth, Ray Roemmich, Melissa Imse

Exhibit D

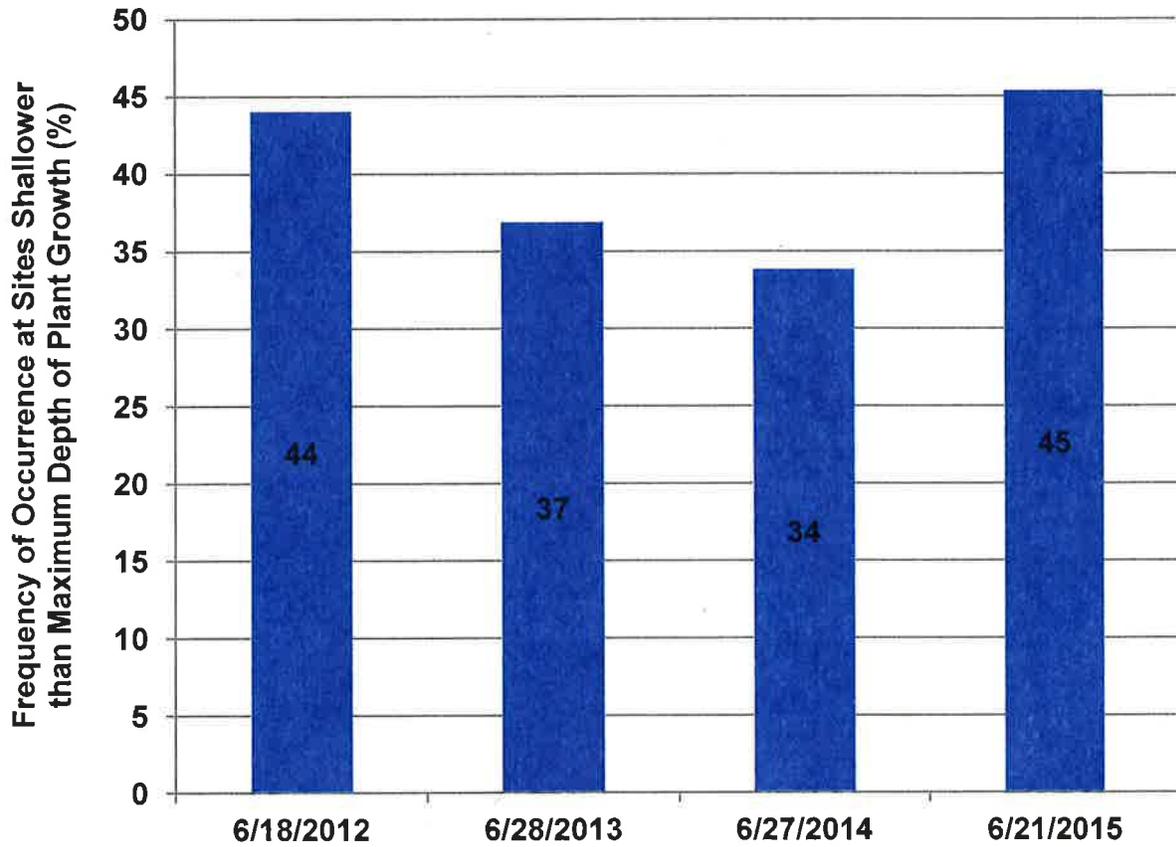


Figure 44 2012–2015 Lake Elmo Eurasian Watermilfoil Frequency of Occurrence at Sites Shallower than Maximum Depth of Plant Growth



Exhibit E (1)

2015 COMMERCIAL MECHANICAL CONTROL COMPANIES

Business Name	Key	Applicant Name	Address	City	State	Zip	Contact #	email
Alex's Lawn and Turf	3	Melvin Kuhens	641 Heinel Dr.	Roseville	MN	55113	(651) 247-1444	mel@alexslawnandturf.com
Aquatic Weed Harvesting	1	Keith Borg	29724 St. Hwy 108	Hennig	MN	56551	(218) 583-3546	aquaticweedharvesting@yahoo.com
Bobby's Beaches	3	Robert (Bobby) Thibault	5392 Lexington Ave.	Shoreview	MN	55126	(651) 271-1148	bobbysbeaches@gmail.com
Clear Shores LLC	5	David Hogetvedt	3333 Jackson Ave. SW	Bemidji	MN	56601	(218) 308-7880	clearshoresllc@gmail.com
Creekside Services	3	Cody Essig	18121 Kelly Lake Rd.	Carver	MN	55315	(952) 292-0002	ctez400@hotmail.com
Dive Guys LLC	5	Matt Wilkie	817 Sibley Memorial Hwy	Lilydale	MN	55118	(651) 528-6600	mwilkie@diveguysmn.com
Hollenkamp's Waterfront Services	2	Amy Hollenkamp	9187 Apple Road	Pine City	MN	55063	(763) 267-8412	Amy.Hollenkamp@yahoo.com
J&N Weed Harvesting	5	Jeremy Ketterling	301 West 5th Street	Bottineau	ND	58318	Jeremy cell (701) 871-1388	Noel cell (701)871-1035
Jacobson Environmental, PLLC	5	Wayne Jacobson	5821 Humboldt Avenue North	Brooklyn Center	MN	55430	(612) 802-6619	www.jacobsonenvironmental.com
JCK Services	2	Jeff Koski	3629 Hawkweed Ln.	Pine River	MN	56474	(218) 537-0264	jkoski52@gmail.com
Kamp Dels	4	Tobin Pope	14842 Sakatah Lake Rd.	Waterville	MN	56096	(507) 362-8616	tobinperry@iwon.com
King's Lakes Harvesting	5	Stephen L. King	1228 Lincoln Ave.	Detroit Lakes	MN	56501	(701) 799-7994	
Lakeland General Store	1	Robin Johnson	22438 Old 59 Road	Pelican Rapids	MN	56572	(218) 863-5703	LLTVDOCKS@yahoo.com
Lake Management /Clearwater Cutting	3	Mike O'Connell	10400 185 <sup>th</sup> Street N.	Marine on St. Croix	MN	55047	(651) 257-2451	mike@lakemanagementinc.com
Lake Region Aquatic Weed Harvesting	5	Steven S. Gordon	PO Box 972	Detroit Lakes	MN	56501	(218) 784- 8067	Sgordon2010@live.com
Lakescape LLC	3	Tom Leey	20920 Oak Lane	Greenwood	MN	55331	(952) 607-8966	thomas.leey@lakescapellc.com
Lakeshore Potential	4	Dan Sendle	18624 Shelby Ct.	Waterville	MN	56096	(507) 382-5067	dsendle@lakeshorepotential.com
Lakweed Removal	1	Darwin Stall	11846 U.S. HWY 59 S.	Detroit Lakes	MN	56501	(218) 849-4848	
Life's A Beach Shoreline Services	3	Josh Leddy	4309 Wilshire Blvd	Mound	MN	55364	(763) 458-0568	cleanbeaches@gmail.com
Nelson Lawn and Landscaping	3	Aaron Mehus	7308 Aspen Lane N. Suite B.	Brooklyn Park	MN	55428	(612) 888-6525	nelsonlawnandlandscaping@gmail.com

Exhibit E (a)

Business Name	Key	Applicant Name	Address	City	State	Zip	Contact #	email
Northern Shores Marine Services	5	Gregg Martinson	20528 Williams Road SE	Cass Lake	MIN	56633	(218) 407-0121	<a href="mailto:northernshores@hushmail.com">northernshores@hushmail.com</a>
Pristine Shorelines	1,4	William Meyer	13444 Valley Road	Wilmot	SD	57279	(605) 949-0969	<a href="mailto:wmeyer@tnics.com">wmeyer@tnics.com</a>
R.R. Handyman Aquatic Weed Harvesting	1,2	Randy W. Rider	PO BOX 116	Marrifield	MIN	56465	(218) 851-7383	<a href="mailto:rwpabr@msn.com">rwpabr@msn.com</a>
R&T Aquatic Weed Harvesting	5	Theresa Brown	3420 148 <sup>th</sup> St. West	Rosemount	MIN	55068	(952) 288-6910	<a href="mailto:rtaquaticweed@gmail.com">rtaquaticweed@gmail.com</a>
Tonka Freshwater Harvesting Services, Inc.	3	Brandon Weinzierl	12780 98TH St.	Cologne	MIN	55322	(952) 472-8700	<a href="mailto:weinzierlbrnan@yahoo.com">weinzierlbrnan@yahoo.com</a>
Waterfront Restoration LLC	5	Thomas R. Suerth	P.O. Box 783	Long Lake	MIN	55356	(952) 356-0614	<a href="mailto:admin@waterfrontrestoration.com">admin@waterfrontrestoration.com</a>

Key: (1)= Northwest Region (2)= Northeast Region (3)= Central Region (4)= Southwest Region (5)= Statewide



**MAYOR AND COUNCIL COMMUNICATION**

DATE: 2/2/16  
**REGULAR**  
ITEM #: 14  
**MOTION**

**AGENDA ITEM:** Employee wage adjustments  
**SUBMITTED BY:** Clark Schroeder  
**THROUGH:** Mike Pearson and Julie Fliflet  
**REVIEWED BY:** **Clark Schroeder**

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**SUGGESTED ORDER OF BUSINESS:**

- Introduction of Item.....Staff
- Report/Presentation .....Staff
- 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

**PUBLIC POLICY STATEMENT SET POLICY FOR GRANTING EMPLOYEE RAISES**

**SUMMARY AND ACTION REQUESTED:**

The HR committee has recommended one method of granting raises to employees and the Mayor would like to consider another method for granting raises. Since the HR committee only makes recommendations either to the City Clerk and Administrator for administrative decision, or the City Council for policy decision, these opposing recommendations should be vetted by the full council.

**BACKGROUND AND STAFF REPORT:** The HR committee has made a recommendation that employee reviews along with 360 feedback be done in January/February and raises determined in June/July. The thought is that this would provide 6 months of coaching from supervisors to address any concerns that are in the reviews and allow the employees to make progress toward continual improvement. The hope is that employees would be coached to increase their performance in such a fashion that they excel at what they do and are rewarded as such. Wage increase recommendations would take into account the fact that wages would not be adjusted till this summer and at the same time allow consideration for new employees which otherwise would not be eligible for raise consideration. This could be the way annual wage determinations are done from now on with summer time adjustments.

An alternative method of wage determination is to grant cost of living increases during January along with reviews and adjustments beyond that in the summer for employees who go above and beyond in their jobs. This would incentivize employees to go above their normal work duties while at the same time address employee retention within the city.

Since the writer of the document was not at all the HR committee meetings, I asked the HR committee chairperson to summarize the views of the committee regarding this matter.

The HR committee discussed the city's performance review/wage increase process. It was noted that some improvements were needed and could be made. The HR Committee sought to add a 360 feedback element for the Administrator and other Department Heads, and also sought to separate the performance review discussion from the raise discussion. Two members of the HR Committee who are also HR Professionals follow this process of separating the performance review from the raise discussion in their organizations. They have found it to be a better practice that works well and allows for the performance review to focus on coaching and development, which is what it should be about. It also gives time for employees to work on any areas of needed improvement and to show this improvement before raises are awarded which is a positive practice. The HR Committee in conjunction with the City Clerk agreed that this would improve the performance review process for the city. All agreed that raises should be tied to performance and that across the board cost of living increases are not best practice, do not encourage employees to perform at high levels, and actually reward those not performing at an acceptable level. As the HR Committee looked at implementation of this change, doing so in 2016 was the perfect time, because it would actually allow more employees to be included in the raise pool that might otherwise be excluded since they were relatively new employees with the city. This seemed like a good time to change and would be more advantageous for these staff members. The HR Committee also noted that for any other staff members who would have normally been eligible to receive raises in January that may be overdo for their annual increase, that should be taken into account in July when raises were awarded and those raises should be a bit higher than those for the staff who were not overdo, so that no employees came out "behind".

### **RECOMMENDATION:**

*Two motions are put before the council for consideration.*

#### *Motion 1*

***“Move to set a policy of performance reviews shortly after the first of the year with 6 months of coaching towards continual improvement with wage rates being recommended to the council by the city clerk and city administrator in the summer.”***

*Motion 2*

***“Move to set a policy of cost of living wage increases shortly after the first of the year in conjunction with performance reviews with superior performance being rewarded in the summer by wage adjustments recommended by the city clerk and city administrator.”***

**ATTACHMENT(S):**



**MAYOR AND COUNCIL COMMUNICATION**

DATE: 2/216  
**REGULAR**  
 ITEM #: 15  
**MOTION**

**AGENDA ITEM:** Seasonal Building Inspector assistance  
**SUBMITTED BY:** Clark Schroeder  
**THROUGH:** Clark Schroeder  
**REVIEWED BY:** **Clark Schroeder**

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**SUGGESTED ORDER OF BUSINESS:**

- Introduction of Item.....Staff
- Report/Presentation .....Staff
- 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

**PUBLIC POLICY STATEMENT** Policy being set is to allow administrator to have the flexibility to bring in appropriate inspection assistance if they deem it necessary.

**SUMMARY AND ACTION REQUESTED:**

With the expected increase in building construction this coming spring/summer the administrator is requesting the authority to bring in appropriate inspection assistance if they deem it necessary.

**BACKGROUND AND STAFF REPORT:**

The past year 2015, saw a noticeable uptick in the volume of building taking place within our city.

	<u>2015</u>	<u>2014</u>	<u>2013</u>
New Homes	142	41	36
Total valuation	\$47,150,401	\$19,968,275	\$16,966,169
Average home value	332,000	487,000	471,282
Total Valuation YTD	52,514,158	30,340,315	20,939,966

The city budget for 2016 is built around 140 new homes and 15 rec units of commercial development. There are commercial developments in the works which if they come to fruition, will stretch the ability of the building official and the building inspector to respond to both residential and commercial building projects in a timely fashion. We have an agreement with Hugo that they will assist us and us them if there is spare time and availability, but if that capacity is not there we will need to respond with other methods. The option of not having the capacity to serve our building community is not an option for the city. Contract inspection companies can cost upwards of \$70 per hour or more. A seasonal inspector might be in the \$24 to \$31 per hour, similar to our former contract inspector. Part of the reason for considering this now versus in the summer, if we have a crunch of inspections, we will not have time source out the most cost effective solution and might end up with an inspection company at a much higher rate. We will respond to the needs of the building community, this is a question of if the needs exceed our ability what is the most cost effective solution for the city.

I am asking the city council to authorize the city administrator to use their best judgment to source out the most cost effective solution to respond to the various demands on the Department of Building Safety. This would include the above options but not include hiring a benefited employee. Having the flexibility to respond in a number of different ways, will serve our city while at the same time protect the taxpayer.

**RECOMMENDATION:**

***Motion:***

***“ The city council of Lake Elmo authorizes the City Administrator to utilize their best judgment to source out the most cost effective solution to respond to the various demands on the building inspection department. This would include other city inspectors, seasonal inspector, contract inspection companies, but not hiring a benefited staff member”***

**ATTACHMENT(S):**