



Our Mission is to Provide Quality Public Services in a Fiscally Responsible Manner While Preserving the City's Open Space Character

NOTICE OF MEETING
City Council Meeting
Tuesday, April 21, 2015 7:00 P.M.
City of Lake Elmo | 3800 Laverne Avenue North
Agenda

- A. Call to Order**
- B. Pledge of Allegiance**
- C. Roll Call**
- D. Order of Business**
- E. Approval of Agenda**
- F. Accept Minutes**
 - 1. Approve March 24, 2015 Special City Council Meeting Minutes
- G. Council Reports**
- H. Presentations/Public Comments/Inquiries**
- I. Proclamation – Arbor Day**
- J. Finance Consent Agenda**
 - 2. Approve Payment of Disbursements and Payroll
 - 3. Accept Finance Report dated March 31, 2015
 - 4. Accept Building Report dated March 31, 2015
 - 5. Accept Assessors Report dated March 31, 2015
- K. Other Consent Agenda**
 - 6. Zoning Map Amendment – Perfecting Amendments, ***Ordinance 08-117***
 - 7. Easton Village Developer Agreement – Confirm Final Revisions and Assign Agreement to OP4 Easton Village, LLC
 - 8. Sign Variance – 8515 Eagle Point Boulevard; ***Resolution No. 2015-28***
 - 9. 2015 Crack Seal Project – Receive Contractor Quotes and Award Contract
- L. Regular Agenda**
 - 10. Approve litigation versus *Priority One Inc.* (Library Tenant Rent Collection Suit) – *Library Board request*
 - 11. Boulder Ponds Zoning Map Amendment, Final Plat and Final PUD Plan; ***Resolution No. 2015-24, Ordinance 08-118***
 - 12. Boulder Ponds Developer Agreement; ***Resolution No. 2015-25***
 - 13. Municipal Consent – Phase II Downtown Street and Utility Project; ***Resolution No. 2015-27***
 - 14. Reconsideration of HR Committee Assignments – *Bloyer Request (no memo)*
 - 15. Finance Committee Appointment
 - 16. Third Party Review of Finances Discussion – *Bloyer Request (no memo)*
- M. Staff Reports and Announcements**
- N. Adjourn**

Special City Council Meeting Minutes
March 24, 2015
7:00 pm
Lake Elmo City Hall

Mayor Pearson called the meeting to order.

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

Staff present: City Attorney Snyder, Fire Chief Malmquist, and City Clerk Bell.

PLEDGE OF ALLIGENCE

APPROVAL OF AGENDA

Mayor Pearson explained that the public comment will be limited to items on agenda and will be allowed for each item at that time. Council Member Fliflet asked to move fire duty vehicle item to beginning of agenda.

MOTION: *Council Member Bloyer moved TO APPROVE THE MARCH 24, 2015 SPECIAL CITY COUNCIL AGENDA AS AMENDED. Mayor Pearson seconded the motion. MOTION PASSED 5-0.*

ITEM III: FIRE DEPARTMENT DUTY VEHICLE PURCHASE

Dave Moore, 8680 Stillwater Blvd, member of Public Safety Committee, spoke on the color of duty vehicle. The current vehicle is more visible at night than during day. He is concerned about visibility.

Fire Chief Malmquist explained the history and purpose of the duty vehicles. As the on-call duty officer, the duty officer has the vehicle at all time for ability to respond. The color statistically does not affect safety.

Council Member Fliflet explained the council supports purchasing the truck, but noted that there has been discussion of the color. She supports the truck being red. Council Member Bloyer does not have a strong opinion on the color. Council Member Lundgren asked if the other fire fighters support black as the color. It was explained that the department supports it and takes pride in the appearance. Mayor Pearson supports what was approved at the past meeting.

No action taken.

ITEM IV: CITY ADMINISTRATOR TRANSITION

City Attorney Snyder provided update since the last meeting. He explained the sensitivity of employment matters and the limitations Council is under in responding or discussing personnel data. After consulting with Council, his recommendation is: City Administrator contract be extended without further action, commentary, or involvement, thru January 31, 2016, and the matter be laid to rest.

Mayor Pearson confirmed the recommendation is the intent of the Council. The consensus is that it is. Council Member Bloyer said he wants to move forward and mend fences.

MOTION: *Council Member Fliflet moved TO ACCEPT THE RECOMMENDATION AS STATED BY CITY ATTORNEY SNYDER TO EXTEND CONTRACT TO JANUARY 31, 2016. Council Member Bloyer seconded the motion.*

Dale Dorschner, 3150 Lake Elmo Ave, opposed to the motion. He does not believe it is for long enough.

Tereasa Schmidt, 3240 Lake Elmo Ave, is opposed to the downtown sewer, and therefore wants the administrator gone.

George Johnson asked why Lake Elmo is so dysfunctional. He believes it is due to arguments over growth. He suggested that the citizens talk to each other to work together.

City Attorney Snyder brought up the proposed Council Driven Workshop. Council Member Lundgren spoke about the council trying to resolve issues. She said she does not appreciate inappropriate comments made towards her.

Brenda Taylor, 7945 Hill Trail, supports the earlier petition. She does not understand why a 9 month contract is being proposed? She asked why the 18 months called for in the petition are not being considered.

Mr. Snyder explained Administrator Zuleger is under contract with no certain term. Mr. Zuleger is currently an at-will employee who can leave at any time, or the council can terminate and provide severance per his contract. As an alternative, what is being proposed is a contract with a specified time where no review of contract would occur during this period. This motion would guarantee something that currently is not guaranteed.

Council Member Bloyer wants to remove any doubt that the Council wants him in Lake Elmo.

Debbie Dean , 8028 Hill Trail, asked what changed the council's mind from prior desire to separate.

John Schiltz, 3442 Lake Elmo Ave, was surprised with tone of Council. He reminded council that Mr. Zuleger asked the council to consider if it is time for new administrator under the current working environment. He thinks that Council is offering Mr. Zuleger a way out. He said that Mr. Zuleger never said he wanted another 9 months or to leave. He is concerned about the future of the city.

Bruce Weeks, 1446 Lake Elmo Ave, had been looking for new place to live due to city changing. He wants slower growth and is concerned whether Mr. Zuleger style can work under that framework.

Mr. Bloyer pointed out that Mr. Zuleger works for the Council and is under its direction. He implements the Council policies.

Mayor Pearson brought up possible raise based on past council recommendation. Council Member Fliflet would consider it as part of a formal performance review. Mayor Pearson suggested a review take place 30-45 days out. Council Consensus was in favor of this approach.

Motion passed 5-0

Mayor Pearson reiterated that the administrator does what the council instructs. The previous council gave direction and Mr. Zuleger followed it.

Council Member Smith thanked those who called and emailed her. She denied all of the reported allegations against her. Mr. Snyder said that there have been no formal complaints filed.

ITEM V: COUNCIL INTERACTIONS & BEHAVIOR

Council Member Bloyer explained his comments as reported in the recent news articles. He did not intend some of those comments to be printed. He wants to work out his issues with Council Member Smith in private.

Ed Gorman, 11011 Stillwater Blvd, believes this is a taxpayer issue. He thinks there is evidence of healing.

Larry Weiss, 9302 Stillwater Blvd, believes a 9 month contract does not offer much to Mr. Zuleger. He believes there is a problem with council members.

Stuart Johnson, 3603 36th Ave, believes that the drama is distracting from the progress. He wants to find a balance between the pro-growth and anti-growth sides. He said he has seen the way Council Member Smith treats people. He called for Ms. Smith's resignation.

Diane Mattson Knoll, 3127 Laverne Ct, spoke about the past civility progress and eliminating Speak Your Peace. She spoke about bullying and it being tolerated in the workplace. She spoke about how she wants well-planned development.

Dale Dorschner, believes that the civility displayed tonight was a result of passionate citizens reacting to council action. He spoke about the petition calling for a non-hostile workplace. He outlined the events that led up to this that have been reported. He hopes that this is not a case of retribution. He called for independent investigation of recent events. He said that local attorney has deemed there to be instances of Council Member Smith violating the law.

Council Member Fliflet noted that there are employment issues that cannot be discussed. Mr. Bloyer asked what the employment matters are? Mr. Snyder explained that it is not possible to have an attorney available to vet each and every comment regarding personnel matters, so it is best to err on side of privacy.

Brian Hazelton, 11212 14th St, asked for the reasons why Mr. Zuleger is not suitable job. He read email to him from Council Member Lundgren and questioned the quality and integrity of the Council. Ms. Lundgren explained she was sick when she responded.

Brenda Taylor, spoke about the attitude of the Council and her ongoing frustration with the Council.

Kathleen Haggard, 12154 Marquess Lane, spoke about Speak Your Peace and trying to start over with civility. She supports Council Member Smith 100%. She said that Smith has worked hard for Lake Elmo and that there have been no complaints against her.

Mr. Bloyer said that while there may a disagreement over whether there have been be any formal complaints filed or not, that does not mean there have been no complaints.

Andrea Albrecht Johnson, 3603 Lake Elmo Ave, spoke about how everywhere else has zero tolerance for bullying. The recipient's perception is what matters, regardless of intent. She asked that council move on and called for any council members who did wrongdoing to step down.

Wally Nelson, 4582 Lilac Lane, spoke about the petition. He spoke about his belief in failing to provide a non-hostile workplace. He called for Council Member Smith to resign. He said the Council has lost the public trust. He asked for 3rd party investigation of allegations.

Mr. Boyer noted that there has been a 3rd party investigation, but the report has not been finalized. Mr. Snyder confirmed that the report will be public when complete.

Jean Olinger, 9057 Lake Jane Trail, asserted that some council members are not listening. They are hearing, but not listening. She explained the difference. Asked Council to listen to the people.

Jess Hartley, 10010 Tapestry Road, will not tolerate the disrespectful behavior by Council Member Smith. He is concerned about previous restrictions on Ms. Smith being lifted. He called for Council Members Smith, Fliflet, and Lundgren to resign.

Dave Moore, 8680 Stillwater Blvd, questioned actions taken by new majority since taking office. He asked why the 3rd party report is not available now. Mr. Boyer stated that the investigator has been dismissed. Mr. Moore asked about open meeting law violations.

Mr. Snyder explained that the investigator was relieved of her duties as she went beyond what was requested of her.

Steven Webber, 5577 Lake Elmo Ave, spoke about his interactions with Council Member Smith. He called for an independent council investigation and for Council Member Smith to resign.

Pam Hartley, 10010 Tapestry Rd, supports Mr. Zuleger and staff. She called for Council Member Smith to resign. She also called for Council Member Fliflet and Lundgren to resign immediately. She asserted that there have been Open Meeting Law violations.

Council Member Lundgren clarified that any conversations that took place were prior to taking office. The allegations of OML violations were discussed.

Bruce Weeks, 1446 Lake Elmo Ave, is disappointed in the public's behavior towards Council.

Mr. Boyer defended the public's right to question their elected officials.

Pat Dean, 8028 Hill Trail, appreciates everyone coming out to participate. He wants city to move forward. He suggested that some business people work with Council on how to be a better operating group.

Jeff Stanway, 455 Lake Jane Trail, voiced his concern that the business community has had too much focus. He wants the residents to receive greater consideration. He said that there is one Lake Elmo that includes everyone. If there have been issues with Ms. Smith, the previous council failed to address it.

Mayor Pearson is hopeful that the Council has learned something throughout this process and that Mr. Zuleger accepts commitment offered. Mr. Boyer believes that there is a cultural problem and wants to fix the organizational problems.

Ms. Smith noted her passion. She has felt bullied the past two years with 4-1 votes. She noted that the Council is trying to move forward.

Tamara Brown, 5385 Jamaca Ave, disappointed in Council reaction to public comments. Asked Council to not react the way they do. She expects a more professional response.

Mara Crombie, 11090 32nd St, confused about the 3rd party investigation. Mr. Snyder explained that there was an outside review of employment matter. That outside party has been dismissed.

Bruce Peacock, 11090 32nd St, asked for time table for investigation report.

Mara Crombie, 11090 32nd St, asked for 3rd party investigation on the Administrator's harassment claim.

Council Driven Workshop

The Council discussed scheduling the workshop.

***MOTION: Council Member Fliflet moved TO ADJOURN. Council Member Lundgren seconded the motion.
MOTION PASSED 5-0***

Mayor Pearson adjourned the meeting at 9:39 pm.

LAKE ELMO CITY COUNCIL

ATTEST:

Mike Pearson, Mayor

Adam R. Bell, City Clerk

CITY OF LAKE ELMO

ARBOR DAY PROCLAMATION

WHEREAS: Minnesota is home to many of our nation's natural resources, foremost among them are our beautiful and abundant forests; and

WHEREAS: Trees are an increasingly vital resource in Minnesota today, enriching our lives by purifying the air, conserving soil, water and energy, creating jobs through a large forest products industry, serving as recreational settings, providing habitat for wildlife of all kinds, and creating beautiful landscapes to make our communities more livable; and

WHEREAS: Disease and insects threaten our trees, creating the need for concerted action to ensure the future of community and rural forests in our state and throughout the country; and

WHEREAS: Each individual can act locally to improve the environment by planting trees and ensuring that these trees are protected and receive proper maintenance in the years ahead; and

WHEREAS: Each year on the last Friday in the month of April, the people of Minnesota pay special tribute to the vital natural resource that our trees represent and dedicate themselves to the continued vitality of our state's community and rural forests;

NOW, THEREFORE I, Mike Pearson, Mayor of the City of Lake Elmo, do hereby proclaim April 24, 2015 to be **ARBOR DAY** in Lake Elmo, Minnesota.

Signed this April 21, 2015

Mike Pearson, Mayor

Tree City, U.S.A.



MAYOR & COUNCIL COMMUNICATION

DATE: April 21, 2015
CONSENT
ITEM #2
MOTION

AGENDA ITEM: Approve Disbursements in the amount of \$383,951.46

SUBMITTED BY: Cathy Bendel, Finance Director

THROUGH: Cathy Bendel, Finance Director

REVIEWED BY: Dean Zuleger, City Administrator

SUGGESTED ORDER OF BUSINESS:

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

POLICY RECOMMENDER: Finance

FISCAL IMPACT: \$383,951.46

SUMMARY AND ACTION REQUESTED: As part of its Consent Agenda, the City Council is asked to approve disbursements in the amount of \$383,951.46. No specific motion is needed as this is recommended to be part of the *Consent Agenda*.

LEGISLATIVE HISTORY: NA

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

Claim #	Amount	Description
ACH	\$ 12,582.55	Payroll Taxes to IRS & MN Dept of Revenue 4/16/2015
ACH	\$ 6,363.21	Payroll Retirement to PERA 4/16/2015
DD6141-DD6167	\$ 35,248.13	Payroll Dated (Direct Deposits) 4/16/2015
42664	\$ 46.69	Payroll Dated 4/16/2015
42665-42726	\$ 329,050.88	Account Payable 4/21/2015
2708-2718	\$ 660.00	Library Card Reimbursement 4/21/2015
TOTAL	\$ 383,951.46	

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 \$383,951.46.

ATTACHMENTS:

1. Accounts Payable – check registers

Accounts Payable To Be Paid Proof List

User: PattyB

Printed: 04/16/2015 - 11:14 AM

Batch: 008-04-2015

Invoice #	Inv Date	Amount	Quantity	Est Date	Description	Reference	Task	Type	PO #	Close POLine #
ADAMBELL Bell Adam										
	04/07/2015	70.49	0.00	04/21/2015	Mileage - MCFOA conference		-	No		0000
	101-410-1320-43310 Mileage									
	Total:	70.49								
	ADAMBELL Total:	70.49								
AMDATHL Chris Amdahl Locksmith, Inc										
	03/28/2015	106.00	0.00	04/21/2015	Adjust door on Well House		-	No		0000
	11381 Utility System Maintenance									
	Total:	106.00								
	AMDATHL Total:	106.00								
AMFLAG American Flagpole & Flag Corp										
	04/13/2015	99.80	0.00	04/21/2015	Replace flags at both stations		-	No		0000
	118890 Repairs/Maint Bldg									
	Total:	99.80								
	AMFLAG Total:	99.80								
ATKINS Atkins Gary										
	03/23/2015	400.00	0.00	04/21/2015	CPR Refresher		-	No		0000
	101-420-2220-44370 Conferences & Training									
	Total:	400.00								
	ATKINS Total:	400.00								
BERKLEY Insurance Trust League of NIN Citie										
	03/29/2015	26,929.00	0.00	04/21/2015	Insurance Premium - annual		-	No		0000
	101-410-1320-43610 Insurance									
	49291 03/29/2015	7,229.00	0.00	04/21/2015	Insurance Premium - annual		-	No		0000
	101-420-2220-43630 Vehicle Insurance									
	49291 03/29/2015	180.00	0.00	04/21/2015	Insurance Premium - annual		-	No		0000
	101-420-2400-43630 Insurance									

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close PO Line #
19291	03/29/2015	15,748.00	0.00	04/21/2015	Insurance Premium - annual		-	No		0000
101-430-3100-43630	Insurance									
49291	03/29/2015	3,041.00	0.00	04/21/2015	Insurance Premium - annual		-	No		0000
101-150-5200-43630	Insurance									
49291	03/29/2015	8,987.00	0.00	04/21/2015	Insurance Premium - annual		-	No		0000
601-491-9400-43610	Insurance									
49291	03/29/2015	244.00	0.00	04/21/2015	Insurance Premium - annual		-	No		0000
602-495-9450-43610	Insurance									
49291	03/29/2015	1,688.00	0.00	04/21/2015	Insurance Premium - annual		-	No		0000
206-450-5300-43630	Insurance									
	49291 Total:	64,046.00								
	BERKLEY Total:	64,046.00								
BERTELSON Berntson's										
WO-107199/200	04/02/2015	135.02	0.00	04/21/2015	Bath tissue and soap		-	No		0000
101-410-1320-42000	Office Supplies									
WO-107199/200	Total:	135.02								
	BERTELSON Total:	135.02								
BIFFS Bill's Inc.										
W556006	04/01/2015	66.00	0.00	04/21/2015	Sunfish Lake		-	No		0000
101-450-5200-41120	Rentals - Buildings									
W556006	Total:	66.00								
	BIFFS Total:	66.00								
BOIJONNE Bolton & Menk, Inc										
0176176	04/18/2015	893.50	0.00	04/21/2015	2014 Street Improvements		-	No		0000
409-480-8000-43030	Engineering Services									
0176176	Total:	893.50								
	BOIJONNE Total:	893.50								
BROCK Brock White Construction										
12523105-00	04/01/2015	28.80	0.00	04/21/2015	Supplies		-	No		0000
603-496-9500-42270	Utility System Maint Supplies									
12523105-00	Total:	28.80								
	BROCK Total:	28.80								
C A C Companion Animal Control, LLC										
3	03/01/2015	500.00	0.00	04/21/2015	Animal Control - March 2015		-	No		0000
101-120-2700-43150	Contract Services									

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
3	03/01/2015	30.00	0.00	04/21/2015	Animal Impound - 7am-7pm	-	-	No		0000
	101-420-2700-43160 Impounding									
	3 Total:	530.00								
	C.A.C. Total:	530.00								
	CARQUEST Car Quest Auto Parts									
	2055-341400 03/31/2015	14.68	0.00	04/21/2015	Parts	-	-	No		0000
	101-450-5200-42210 Equipment Parts									
	2055-344400 Total:	14.68								
	CARQUEST Total:	14.68								
	CENCOLE Century College									
	65562,65563 03/31/2015	50.00	0.00	04/21/2015	Registration- Calm the Chaos	-	-	No		0000
	101-420-2220-41370 Conferences & Training									
	65562,65563 Total:	50.00								
	CENCOLE Total:	50.00								
	CENTPOW Century Power Equipment									
	651972 03/27/2015	389.99	0.00	04/21/2015	Back Pack Blower	-	-	No		0000
	101-430-3120-42240 Street Maintenance Materials									
	651972 03/27/2015	662.85	0.00	04/21/2015	Back Pack Blower, trimmer	-	-	No		0000
	101-450-5200-42400 Small Tools & Minor Equipment									
	651972 03/27/2015	45.67	0.00	04/21/2015	Oils	-	-	No		0000
	101-450-5200-42120 Fuel, Oil and Fluids									
	651972 Total:	1,098.51								
	CENTPOW Total:	1,098.51								
	COMCAST Comcast									
	03/27/2015	7.90	0.00	04/21/2015	Monthly Service	-	-	No		0000
	101-420-2220-41300 Miscellaneous									
	Total:	7.90								
	COMCAST Total:	7.90								
	CITYBLOOM City of Bloomington									
	Mar-15 04/07/2015	31.50	0.00	04/21/2015	Lab tests	-	-	No		0000
	601-494-9400-42270 Utility System Maintenance									
	Mar-15 Total:	31.50								
	CITYBLOOM Total:	31.50								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
CTYOAKDA City of Oakdale										
1000460-01	03/31/2015	4,354.31	0.00	04/21/2015	Water Service - 3/01-4/01/15 South Pit		-	No		0000
601-494-9400-43820	Water Utility	4,354.31								
	1000460-01 Total:	4,354.31								
CTYOAKDA Total:										
CTYROSEV City of Roseville										
220099	04/02/2015	2,951.42	0.00	04/21/2015	April - IT		-	No		0000
101-410-1450-43180	Information Technology/Web	2,951.42								
	220099 Total:	2,951.42								
220123	04/02/2015	107.64	0.00	04/21/2015	Phone - Admin		-	No		0000
101-410-1320-43210	Telephone	17.00								
220123	04/02/2015	17.00	0.00	04/21/2015	Phone - Bldg		-	No		0000
101-420-2400-43210	Telephone	17.00								
220123	04/02/2015	17.00	0.00	04/21/2015	Phone - Communication		-	No		0000
101-410-1450-43210	Telephone	17.00								
220123	04/02/2015	17.00	0.00	04/21/2015	Phone - Engineering		-	No		0000
101-410-1930-43210	Telephone	34.00								
220123	04/02/2015	34.00	0.00	04/21/2015	Phone - Finance		-	No		0000
101-410-1520-43210	Telephone	47.15								
220123	04/02/2015	47.15	0.00	04/21/2015	Phone - Planning		-	No		0000
101-410-1910-43210	Telephone	224.65								
220123	04/02/2015	224.65	0.00	04/21/2015	Phone - PW		-	No		0000
101-430-3100-43210	Telephone	464.44								
	220123 Total:	464.44								
CTYROSEV Total:										
DELAPP DeLapp Steve										
206-450-5300-44010	04/08/2015	63.16	0.00	04/21/2015	Lights		-	No		0000
206-450-5300-44010	Repairs/Maint Bldg	350.83								
	04/08/2015	350.83	0.00	04/21/2015	Blinds		-	No		0000
206-450-5300-44010	Repairs/Maint Bldg	2.95								
	04/08/2015	2.95	0.00	04/21/2015	Misc Building		-	No		0000
206-450-5300-44010	Repairs/Maint Bldg	3.17								
	04/08/2015	3.17	0.00	04/21/2015	Blinds		-	No		0000
206-450-5300-44010	Repairs/Maint Bldg	35.33								
	04/08/2015	35.33	0.00	04/21/2015	Paint		-	No		0000
206-450-5300-44010	Repairs/Maint Bldg	455.44								
	Total:	455.44								
DELAPP Total:										

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
DUCHWIT Ditch Witch of Mn, Inc.										
P11158	04/10/2015	54.78	0.00	04/21/2015	Misc parts		-		No	0000
601-494-9400-12270 Utility System Maintenance										
P11158	04/10/2015	54.78	0.00	04/21/2015	Misc parts		-		No	0000
603-496-9500-12270 Utility System Maint Supplies										
P11158 Total: 109.56										
DUCHWIT Total: 109.56										
EARLANDE Earl F. Andersen, Inc.										
0107313-IN	03/18/2015	620.00	0.00	04/21/2015	Traffic cones		-		No	0000
101-430-3120-42240 Street Maintenance Materials										
0107313-IN Total: 620.00										
EARLANDE Total: 620.00										
EMERGAUT Emergency Automotive Tech, Inc										
DL040915-20	04/09/2015	159.00	0.00	04/21/2015	LED Beacon		-		No	0000
101-450-5200-44030 Repairs/Maint Imp Not Bldgs										
DL040915-20 Total: 159.00										
EMERGAUT Total: 159.00										
GKSERVIC G&K Services										
1182688058	01/05/2015	37.80	0.00	04/21/2015	Uniforms		-		No	0000
101-430-3100-44170 Uniforms										
1182688058 Total: 37.80										
1182699473	01/12/2015	37.80	0.00	04/21/2015	Uniforms		-		No	0000
101-430-3100-44170 Uniforms										
1182699473 Total: 37.80										
1182818333	03/25/2015	37.62	0.00	04/21/2015	Uniforms		-		No	0000
101-430-3100-44170 Uniforms										
1182818333 Total: 37.62										
1182829677	04/01/2015	37.62	0.00	04/21/2015	Uniforms		-		No	0000
101-430-3100-44170 Uniforms										
1182829677 Total: 37.62										
1182841098	01/08/2015	37.62	0.00	04/21/2015	Uniforms		-		No	0000
101-430-3100-44170 Uniforms										
1182841098 Total: 37.62										
1182852456	01/15/2015	37.62	0.00	04/21/2015	Uniforms		-		No	0000
101-430-3100-44170 Uniforms										
1182852456 Total: 37.62										
GKSERVIC Total: 226.08										

Invoice #	Inv Date	Amount	Quantity	Unit Date	Description	Reference	Task	Type	PO #	Close POLine #
GRAPHICR Graphic Resources Inc										
51485	03/31/2015	116.09	0.00	04/21/2015	Approval Labels		-		No	0000
101-420-2400-42030	Printed Forms									
	51485 Total:	116.09								
51744	04/03/2015	1,267.00	0.00	04/21/2015	Spring Newsletter		-		No	0000
101-410-1450-43090	Newsletter									
	51744 Total:	1,267.00								
	GRAPHICR Total:	1,383.09								
HDSUPPLY HD Supply Waterworks, Ltd.										
D710829	03/31/2015	400.00	0.00	04/21/2015	Locator		-		No	0000
601-494-9400-42400	Small Tools & Minor Equipment									
D710829	03/31/2015	200.00	0.00	04/21/2015	Locator		-		No	0000
602-495-9450-42400	Small Tools & Minor Equipment									
D710829	03/31/2015	200.00	0.00	04/21/2015	Locator		-		No	0000
603-496-9500-42400	Small Tools & Minor Equipment									
	D710829 Total:	800.00								
D710872	03/31/2015	572.03	0.00	04/21/2015	Maintenance supplies		-		No	0000
601-494-9400-42270	Utility System Maintenance									
	D710872 Total:	572.03								
	HDSUPPLY Total:	1,372.03								
Hewlett Hewlett Packard										
36077237	04/03/2015	1,169.01	0.00	04/21/2015	Equipment		-		No	0000
101-410-1320-43180	Information Technology/Web									
	36077237 Total:	1,169.01								
	Hewlett Total:	1,169.01								
JANIKING Jani-King of Minnesota, Inc										
MIN04150420	04/01/2015	326.00	0.00	04/21/2015	April Services		-		No	0000
101-410-1940-44010	Repairs/Maint Contractual Bldg									
	MIN04150420 Total:	326.00								
	JANIKING Total:	326.00								
JARDINE Jardine, Logan & O'Brien PLLP										
103395	02/15/2015	5,553.84	0.00	04/21/2015	Legal Services		-		No	0000
101-110-1320-43040	Legal Services									
	103395 Total:	5,553.84								
	JARDINE Total:	5,553.84								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
JOHNSON& Johnson & Turner Attorneys										
41567	04/03/2015	4,717.50	0.00	04/21/2015	Prosecution		-	No		0000
101-420-2150-43045	Attorney Criminal									
	41567 Total:	4,717.50								
41579	04/03/2015	312.00	0.00	04/21/2015	Library		-	No		0000
206-450-5300-43040	Legal Services									
	41579 Total:	312.00								
41708	04/03/2015	75.00	0.00	04/21/2015	WAC agreements		-	No		0000
803-000-0000-22910	Developer Payments									
	41708 Total:	75.00								
41710	04/03/2015	1,650.00	0.00	04/21/2015	Easton Village		-	No		0000
803-000-0000-22910	Developer Payments									
	41710 Total:	1,650.00								
11714	04/03/2015	41.00	0.00	04/21/2015	Burgess		-	No		0000
101-410-1320-43040	Legal Services									
	41714 Total:	41.00								
41882	04/03/2015	879.50	0.00	04/21/2015	39th Street		-	No		0000
109-480-8000-43040	Legal Services									
	41882 Total:	879.50								
41883	04/03/2015	140.00	0.00	04/21/2015	Ryland/Hammes		-	No		0000
803-000-0000-22910	Developer Payments									
	41883 Total:	140.00								
41885	04/03/2015	9,352.00	0.00	04/21/2015	Civil		-	No		0000
101-410-1320-43040	Legal Services									
	41885 Total:	9,352.00								
41886	04/03/2015	387.50	0.00	04/21/2015	Boulder Ponds		-	No		0000
803-000-0000-22910	Developer Payments									
	41886 Total:	387.50								
41887	04/03/2015	292.50	0.00	04/21/2015	Eagle Point		-	No		0000
803-000-0000-22910	Developer Payments									
	41887 Total:	292.50								
41888	04/03/2015	1,007.50	0.00	04/21/2015	Haus Hagen		-	No		0000
803-000-0000-22910	Developer Payments									
	41888 Total:	1,007.50								
	JOHNSON& Total:	18,854.50								
KORTHER KORTHER										
PC 4/13/15	04/13/2015	61.88	0.00	04/21/2015	Cable Operations		-	No		0000
101-410-1450-43620	Cable Operations									
	PC 4/13/15 Total:	61.88								
	KORTHER Total:	61.88								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close PO Line #
LANDFILE Land Title Inc										
11412	04/01/2015	100.00	0.00	04/21/2015	Inwood 10, LLC		-	No		0000
803-000-0000-22910	Developer Payments									
	11412 Total:	100.00								
	LANDFILE Total:	100.00								
LARSON Larson Diesel Service, Corp										
150316007	03/16/2015	116.48	0.00	04/21/2015	DOT sticker		-	No		0000
101-430-3100-43150	Contract Services									
	150316007 Total:	116.48								
	LARSON Total:	116.48								
LEOH Lake Elmo Oil, Inc.										
	03/31/2015	29.53	0.00	04/21/2015	Fuel		-	No		0000
101-420-2220-42120	Fuel, Oil and Fluids									
	03/31/2015	205.10	0.00	04/21/2015	Fuel		-	No		0000
101-420-2220-42120	Fuel, Oil and Fluids									
	03/31/2015	11.76	0.00	04/21/2015	Battery for AFD		-	No		0000
101-430-2220-42400	Small Tools & Equipment									
	Total:	246.39								
	LEOH Total:	246.39								
LIFESPAC Lifespace Construction										
2014-036	04/14/2015	5,000.00	0.00	04/21/2015	Escrow Release 5222 Keats		-	No		0000
803-000-0000-22900	Deposits Payable									
	2014-036 Total:	5,000.00								
	LIFESPAC Total:	5,000.00								
Lillie Newspapers Inc, Lillie Suburban										
	03/31/2015	23.81	0.00	04/21/2015	Ordinance 08-116		-	No		0000
101-410-1450-43510	Public Notices									
	03/31/2015	44.97	0.00	04/21/2015	2015 Budget Summary		-	No		0000
101-410-1450-43510	Public Notices									
	03/31/2015	29.10	0.00	04/21/2015	Notice - Zoning Map		-	No		0000
101-410-1320-43510	Legal Publishing									
	03/31/2015	62.04	0.00	04/21/2015	Notice - Eagle Point		-	No		0000
101-410-1320-43510	Legal Publishing									
	03/31/2015	13.23	0.00	04/21/2015	Notice - LE Liquor		-	No		0000
101-410-1320-43510	Legal Publishing									
	03/31/2015	26.45	0.00	04/21/2015	Notice - Sign Height		-	No		0000
101-410-1320-43510	Legal Publishing									
	Total:	199.60								

Invoice #	Inv Date	Amount	Quantity	Unit Date	Description	Reference	Task	Type	PO #	Close POLine #
Lillie Total:		199.60								
LUFF Lohler Companies, Inc.										
1957402	04/03/2015	339.86	0.00	04/21/2015	Copier overage			No		0000
101-110-1940-4380	Repairs/Maint Contractual Eqpt									
1957402 Total:		339.86								
LUFF Total:		339.86								
MARONEY'S Maroney's Sanitation, Inc										
571376	04/07/2015	112.94	0.00	04/21/2015	City Hall			No		0000
101-410-1910-43840	Refuse									
571376	04/07/2015	49.71	0.00	04/21/2015	Fine			No		0000
101-420-2220-43840	Refuse									
571376	01/07/2015	216.67	0.00	04/21/2015	PW			No		0000
101-430-3100-43840	Refuse									
571376	04/07/2015	216.67	0.00	04/21/2015	Fine			No		0000
101-420-2220-43840	Refuse									
571376	04/07/2015	49.89	0.00	04/21/2015	Library			No		0000
906-450-5300-43840	Refuse									
571376 Total:		645.88								
MARONEY'S Total:		645.88								
MENARDSO Menards - Oakdale										
70822	03/11/2015	30.74	0.00	04/21/2015	Paint			No		0000
101-450-5200-44010	Repairs/Maint Bldg									
70822 Total:		30.74								
72834	04/06/2015	20.63	0.00	04/21/2015	Supplies			No		0000
602-495-9450-42270	Utility System Maint Supplies									
72834 Total:		20.63								
73396	04/12/2015	60.94	0.00	04/21/2015	Paint			No		0000
101-450-5200-42150	Shop Materials									
73396 Total:		60.94								
73549	04/14/2015	18.05	0.00	04/21/2015	Landscape materials			No		0000
101-450-5200-42250	Landscape Materials									
73549 Total:		18.05								
MENARDSO Total:		130.36								
METCOU Metropolitan Council										
1013094	04/06/2015	1,466.00	0.00	04/21/2015	Monthly Wastewater			No		0000
602-495-9150-43820	Sewer Utility - Met Council									
1013094 Total:		1,466.00								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
	MEYCOU Total:	1,466.00								
MEISAC Metropolitan Council										
Mar 15	04/08/2015	9,840.60	0.00	04/21/2015	Monthly SAC Charges		-	No		0000
602-000-0000-20802	SAC due Met Council									
	Mar 15 Total:	9,840.60								
	MEISAC Total:	9,840.60								
MONSTER Monster Tree Service										
1208	04/08/2015	550.00	0.00	04/21/2015	Tree removal - Arts Building		-	No		0000
101-450-5200-44030	Repairs/Maint Imp Not Bldgs									
	1208 Total:	550.00								
	MONSTER Total:	550.00								
NAPA NAPA Auto Parts										
832174	04/07/2015	131.34	0.00	04/21/2015	Parts for Cushman		-	No		0000
101-450-5200-42210	Equipment Parts									
	832174 Total:	131.34								
	NAPA Total:	131.34								
NATFC National Fire Codes										
6361879X	04/13/2015	1,395.00	0.00	04/21/2015	Annual Subscription		-	No		0000
101-420-2220-44330	Dues & Subscriptions									
	6361879X Total:	1,395.00								
	NATFC Total:	1,395.00								
PINKY Pinky's Sewer Service, Inc.										
73898	04/01/2015	100.00	0.00	04/21/2015	Pump two tanks		-	No		0000
206-450-5300-44010	Repairs/Maint Bldg									
	73898 Total:	100.00								
	PINKY Total:	100.00								
PIONEER Pioneer Rim & Wheel Company										
1-284194	03/31/2015	27.30	0.00	04/21/2015	Adjustable Lunette		-	No		0000
101-430-3100-42210	Equipment Parts									
	1-284194 Total:	27.30								
	PIONEER Total:	27.30								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
PIONEER Pioneer Press 315520397 101-410-1320-43510 Legal Publishing	03/31/2015	151.40	0.00	04/21/2015	City Notice 3/5		-	No		0000
315520397 Total:		151.40								
PIONEER Total:		151.40								
RIVERCOOP River Country Cooperative 101-420-2220-42120 Fuel, Oil and Fluids	03/31/2015	466.30	0.00	04/21/2015	Fuel		-	No		0000
Total:		466.30								
RIVERCOOP Total:		466.30								
ROSENBAU Rosenbauer - General Division 66097 110-480-8000-45500 Vehicles	04/16/2015	166,114.00	0.00	04/21/2015	Fire truck		-	No		0000
66097 Total:		166,114.00								
ROSENBAU Total:		166,114.00								
SAMSC CLUB Sam's Club 101-120-2220-44010 Repairs/Maint Bldg	04/09/2015	54.56	0.00	04/21/2015	Station Supplies		-	No		0000
04/09/2015		75.88	0.00	04/21/2015	Relab Supples		-	No		0000
04/09/2015		72.94	0.00	04/21/2015	City Hall Supplies		-	No		0000
04/09/2015		4.39	0.00	04/21/2015	City Hall Supplies		-	No		0000
Total:		207.77								
SAMSC CLUB Total:		207.77								
SCHEOMKA Schlomka Service LLC 16929 101-430-3100-44010 Repairs/Maint Bldg	04/01/2015	230.00	0.00	04/21/2015	Pump holding tanks		-	No		0000
16929 Total:		230.00								
SCHEOMKA Total:		230.00								
SHI SHI International Corp R03236409 101-420-2400-13190 Software Programs	03/26/2015	332.00	0.00	04/21/2015	Office Pro		-	No		0000
R03236409 Total:		332.00								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
SHH Total: 332.00										
STATE OF State of MN Dept of Public										
8207500132014	04/07/2015	25.00	0.00	04/21/2015	Hazardous Chemical Fee		-	No		0000
101-430-3100-44010	Repairs/Main Bldg									
8207500132014 Total: 25.00										
STATE OF Total: 25.00										
SW/WC SW/WC Service Cooperatives										
C1210-207	03/26/2015	22,063.00	0.00	04/21/2015	May Premium		-	No		0000
101-000-0000-21706	Medical Insurance									
C1210-207 Total: 22,063.00										
SW/WC Total: 22,063.00										
TDS TDS Metrocom - LLC										
	04/13/2015	89.61	0.00	04/21/2015	Analog Lines - Fire		-	No		0000
101-420-2220-43210	Telephone									
	04/13/2015	221.42	0.00	04/21/2015	Analog Lines - PW		-	No		0000
101-430-3100-43210	Telephone									
	04/13/2015	82.66	0.00	04/21/2015	Analog Lines - Lift Station Alarms		-	No		0000
602-495-9450-43210	Telephone									
	04/13/2015	43.33	0.00	04/21/2015	Alarm - Well House 2		-	No		0000
601-494-9400-43210	Telephone									
Total: 437.02										
TDS Total: 437.02										
HHMMESH Thimmesb Catherine										
	04/08/2015	100.00	0.00	04/21/2015	Honorarium for author		-	No		0000
206-150-5300-42500	Library Collection Maintenance									
Total: 100.00										
HHMMESH Total: 100.00										
100L GUY The Tool Guy, LLC										
2983	03/31/2015	16.59	0.00	04/21/2015	tools		-	No		0000
101-430-3100-42400	Small Tools & Minor Equipment									
2983 Total: 16.59										
3325	04/07/2015	121.19	0.00	04/21/2015	Tools		-	No		0000
101-430-3100-42400	Small Tools & Minor Equipment									
3325 Total: 121.19										

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
TOOL GUY Total:		137.78								
TOWNCTRY Town & County Cleaning Co										
415086	04/01/2015	215.00	0.00	04/21/2015	April cleaning service		-	No		0000
206-450-5300-44010	Repairs/Maint Bldg									
	415086 Total:	215.00								
	TOWNCTRY Total:	215.00								
TRISTATE Tri State Bobcat, Inc.										
144223	03/30/2015	41.62	0.00	04/21/2015	Air filter, handle		-	No		0000
101-430-3100-42210	Equipment Parts									
	144223 Total:	41.62								
144358	04/06/2015	187.96	0.00	04/21/2015	Misc parts		-	No		0000
101-450-5200-42210	Equipment Parts									
	144358 Total:	187.96								
	TRISTATE Total:	229.58								
TWINGAR Twin City Garage Door Corp.										
435887	03/31/2015	696.90	0.00	04/21/2015	Repair Garage door at Station 1		-	No		0000
101-420-2220-44010	Repairs/Maint Bldg									
	435887 Total:	696.90								
	TWINGAR Total:	696.90								
UNITEDPR NorthMang										
7242014	03/23/2015	144.00	0.00	04/21/2015	Balance due OEA easement		-	No		0000
101-410-1320-44300	Miscellaneous									
	7242014 Total:	144.00								
	UNITEDPR Total:	144.00								
WATERCON Water Conservation Sys Inc.										
5931	01/07/2015	651.75	0.00	04/21/2015	Leak Locate		-	No		0000
601-104-0400-42270	Utility System Maintenance									
	5931 Total:	651.75								
	WATERCON Total:	651.75								
Whiteani White Anita										
CC 4/7/15	01/07/2015	55.00	0.00	04/21/2015	Cable Operations		-	No		0000
101-110-1450-43620	Cable Operations									
	CC 4/7/15 Total:	55.00								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
Whitcomb Total		55.00								
XCEL Xcel Energy	03/30/2015	46.84	0.00	04/21/2015	Electrical Utility		-	No		0000
101-450-5200-43810	Electric Utility									
602-495-9450-43810	03/30/2015	80.38	0.00	04/21/2015	Electrical Utility		-	No		0000
	Electric Utility									
101-430-3160-43810	03/30/2015	31.05	0.00	04/21/2015	Electrical Utility		-	No		0000
	Street Lighting									
101-430-3160-43810	03/30/2015	27.49	0.00	04/21/2015	Electrical Utility		-	No		0000
	Street Lighting									
101-420-2220-43810	03/30/2015	875.56	0.00	04/21/2015	Electrical Utility		-	No		0000
	Electric Utility									
101-410-1940-43810	03/30/2015	318.85	0.00	04/21/2015	Electrical Utility		-	No		0000
	Electric Utility									
101-430-3160-43810	03/30/2015	28.73	0.00	04/21/2015	Electrical Utility		-	No		0000
	Street Lighting									
101-410-1940-43810	03/30/2015	479.81	0.00	04/21/2015	Electrical Utility		-	No		0000
	Electric Utility									
101-450-5200-43810	03/30/2015	11.59	0.00	04/21/2015	Electrical Utility		-	No		0000
	Electric Utility									
101-450-5200-43810	03/30/2015	285.68	0.00	04/21/2015	Electrical Utility		-	No		0000
	Electric Utility									
101-450-5200-43810	03/30/2015	23.93	0.00	04/21/2015	Electrical Utility		-	No		0000
	Electric Utility									
101-450-5200-43810	03/30/2015	1,575.29	0.00	04/21/2015	Electrical Utility		-	No		0000
	Electric Utility									
601-194-9400-43810	03/30/2015	459.84	0.00	04/21/2015	Electrical Utility		-	No		0000
	Electric Utility									
101-420-2220-43810	03/30/2015	40.58	0.00	04/21/2015	Electrical Utility		-	No		0000
	Electric Utility									
101-430-3160-43810	03/30/2015	148.10	0.00	04/21/2015	Electrical Utility		-	No		0000
	Street Lighting									
101-450-5200-43810	03/30/2015	19.49	0.00	04/21/2015	Electrical Utility		-	No		0000
	Electric Utility									
602-495-9450-43810	03/30/2015	17.16	0.00	04/21/2015	Electrical Utility		-	No		0000
	Electric Utility									
101-450-5200-43810	03/30/2015	371.97	0.00	04/21/2015	Electrical Utility		-	No		0000
	Electric Utility									
101-430-3160-43810	03/30/2015	1,829.42	0.00	04/21/2015	Electrical Utility		-	No		0000
	Street Lighting									
101-430-3160-43810	03/30/2015	27.71	0.00	04/21/2015	Electrical Utility		-	No		0000
	Street Lighting									

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PG #	Close POLine #
	03/30/2015									
101-450-5200-43810	Electric Utility	14.13	0.00	04/21/2015	Electrical Utility		-	No		0000
	03/30/2015									
101-450-5200-43810	Electric Utility	31.84	0.00	04/21/2015	Electrical Utility		-	No		0000
	03/30/2015									
101-130-3100-43810	Electric Utility	2,652.08	0.00	04/21/2015	Electrical Utility		-	No		0000
	03/30/2015									
601-491-9100-43810	Electric Utility	83.01	0.00	04/21/2015	Electrical Utility		-	No		0000
	03/30/2015									
101-430-3160-43810	Street Lighting	12.71	0.00	04/21/2015	Electrical Utility		-	No		0000
	03/30/2015									
306-450-5300-43810	Electric Utility	558.35	0.00	04/21/2015	Electrical Utility		-	No		0000
	03/30/2015									
602-495-9450-43810	Electric Utility	179.91	0.00	04/21/2015	Electrical Utility		-	No		0000
	03/30/2015									
601-491-9100-43810	Electric Utility	150.82	0.00	04/21/2015	Electrical Utility		-	No		0000
	03/30/2015									
101-150-5200-43810	Electric Utility	13.82	0.00	04/21/2015	Electrical Utility		-	No		0000
	03/30/2015									
601-491-9400-43810	Electric Utility	470.63	0.00	04/21/2015	Electrical Utility		-	No		0000
	Total:	10,866.77								
	XCEI Total:	10,866.77								

Report Total: 329,050.88



MAYOR & COUNCIL COMMUNICATION

DATE: April 21, 2015
CONSENT
ITEM #3
MOTION

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

SUGGESTED ORDER OF BUSINESS:

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

POLICY RECOMMENDER: Finance

FISCAL IMPACT: NA

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

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

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

GENERAL FUND:

Revenues:

Total revenue for the month was 23.1% below the budget for the month bringing the year to date total revenue to 23% below budget. The most significant budget to actual revenue variances are as follows:

- Building Permit revenue was 49% below budget for the month and 55% below budget on a year to date basis. The budget was compiled for the full year only and the amount shown for the month of March is 1/12th of the total budgeted for the year. This represents 4 new home starts compared to the budgeted 11 new home starts per month. The year to date new home starts is at 12 of which 2 were open space new homes rather than the new developer activity.
- Sewer Permit revenue for the month was 100% below budget due to there being no new sewer permits in the month of March.
- Zoning and permit revenue was 100% above budget due to the budget for March being zero.
- Fine revenue for the month was 8% better than budget. This is primarily due to the fine activity ramping up in the spring as mentioned last month.

Expenses:

Total expenses for the month were 2.1% less than budgeted bringing the year to date expenses to 11.6% less than budget. All departments are managing to the bottom line.

The following summarizes variances of note:

General:

1. YTD - The Workers Compensation insurance premium was paid in February for 2015. There was an 18% rate increase for 2015 which was not known at the time of the preparation of the 2015 budget. This had the greatest impact to the Fire and Public works departments due to their rates.
 2. YTD - The Liability and Auto insurance was budgeted in February and the invoice has now been received and will be paid in April.
- Mayor and Council – As mentioned previously, the year to date amount in Dues and Subscriptions represents the 2015 portion of the League of MN Cities annual dues as well as the annual contribution of \$5,000 made to the Youth Services Bureau in January for 2015. These amounts were spread out in the budget so the expense will catch up during the year.

- Finance – Audit Services – The audit service fees were budgeted later in the year consistent with the billing for the last two audits. However, the audit fieldwork was scheduled earlier this year resulting in the expense showing up earlier. The audit expenses are right at budget and this variance is merely a timing issue.
- Planning and Zoning – Total expenses for the planning department for the month are 21% higher than budgeted bringing the year to date to 7% higher than budgeted. This is primarily due to retaining the intern longer than anticipated in the budget as well as incurring more engineering expenses that were not recoverable through the developer escrows.
- Prosecution legal expenses are 12% higher than budget for the month and the majority of the cost increase is covered by the increase in fine revenue mentioned earlier.
- Building Inspection – The building inspection expenses are 40.7% below budget for the month due to the building permit volume being far below the level anticipated in the plan. As a result, the contracted inspector continues to be utilized until the permit volume ramp up to a level justifying a staff addition.
- Sand & Salt – Due to better weather in March, there was no salt expense for the month of March. It appears the harsh weather is over and it appears the remaining budgeted amounts will suffice for the fall demands.

In summary, as discussed during the 2015 budget process, expenses are being closely monitored until the development ramps up to cover growth driven expenses. Although the net income for the month was 8.8% below budget, this is a result of timing issues. Even with this, year to date actuals are at 4% better than budget due to everyone managing to the bottom line.

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

ATTACHMENT:

1. March Financial Reports

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

4/21/2015

	Full Year		MONTH				YTD			
	BUDGET 2015	% to date	BUDGET Month	ACTUAL Month	Variance (\$) Month	Variance (%) Month	BUDGET YTD	ACTUAL YTD	Variance (\$) YTD	Variance (%) YTD
DEPT 410 - GEN'L GOV'T										
REVENUE										
Total Revenue	3,798,334.00	5.42%	69,985.25	53,844.54	(16,140.71)	-23.06%	267,698.75	205,968.72	(61,730.03)	-23.06%
EXPENSE										
Total Mayor & Council	40,955.00	28.60%	1,125.00	935.93	189.07	16.81%	3,375.00	11,713.09	(8,338.09)	-247.05%
Total Administration	407,316.00	23.66%	29,337.37	38,118.03	(6,780.66)	-23.11%	122,962.15	96,351.14	26,611.01	21.64%
Total Elections	1,050.00	57.14%	25.00	0.00	25.00	100.00%	975.00	600.00	375.00	38.46%
Total Communications	70,842.00	20.67%	7,162.77	4,861.97	2,300.80	32.12%	16,913.31	14,646.19	2,267.12	13.40%
Total Finance	134,647.00	25.21%	10,523.23	20,152.27	(9,629.04)	-91.50%	26,239.69	33,948.93	(7,709.24)	-29.38%
Total Planning & Zoning	224,218.00	25.00%	18,605.62	22,575.91	(3,970.29)	-21.34%	52,516.85	58,055.54	(5,538.69)	-6.74%
Total Engineering Services	54,800.00	28.34%	4,500.00	6,162.45	(1,662.45)	-36.94%	13,500.00	15,530.80	(2,030.80)	-15.04%
Total City Hall	50,235.00	37.03%	4,299.00	7,505.89	(3,206.89)	-74.60%	12,811.00	18,602.02	(5,791.02)	-45.20%
Total General Government	984,063.00	25.15%	75,577.99	98,312.45	(22,734.46)	-30.08%	249,293.00	247,447.71	1,845.29	0.74%
DEPT 420 - PUBLIC SAFETY										
Total Police	517,795.00	0.20%	0.00	0.00	0.00	0.00%	0.00	1,034.22	(1,034.22)	-100.00%
Total Prosecution	50,000.00	28.13%	4,200.00	4,717.50	(517.50)	-12.32%	12,500.00	14,062.50	(1,562.50)	-12.50%
Total Fire	385,312.00	22.17%	32,865.97	27,744.75	5,121.22	15.58%	105,073.89	85,438.52	19,635.37	18.69%
Total Fire Retiree	37,323.00	0.00%	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%
Total Building Inspections	323,558.00	13.39%	22,299.08	13,206.82	9,092.26	40.77%	65,447.23	43,335.20	22,112.03	33.79%
Total Emergency Communications	7,000.00	0.00%	1,750.00	0.00	1,750.00	100.00%	1,750.00	0.00	1,750.00	100.00%
Total Animal Control	6,800.00	24.93%	565.00	545.00	20.00	3.54%	1,695.00	1,695.00	0.00	0.00%
Total Public Safety	1,327,795.00	7.48%	61,680.05	46,214.07	15,465.98	25.07%	186,466.12	145,565.44	40,900.68	21.97%

	MONTHLY				YTD			
	BUDGET Month	ACTUAL Month	Variance (\$) Month	Variance (%) Month	BUDGET YTD	ACTUAL YTD	Variance (\$) YTD	Variance (%) YTD
DEPT 430 - PUBLIC WORKS								
Total Public Works	380,195.00	28,880.78	(48.09)	-0.17%	111,898.07	90,762.73	21,135.34	18.89%
Total Streets	222,578.00	1,455.78	704.22	32.60%	4,880.00	1,610.58	3,269.42	67.00%
Total Ice & Snow Removal	95,500.00	1,273.46	14,976.54	92.16%	48,650.00	33,350.47	15,299.53	31.45%
Total Street Lighting	28,000.00	2,019.81	330.19	14.05%	7,050.00	6,181.68	868.32	12.32%
Total Recycling	9,500.00	0.00	2,250.00	100.00%	3,250.00	0.00	3,250.00	100.00%
Total Tree Program	6,000.00	0.00	500.00	100.00%	1,500.00	0.00	1,500.00	100.00%
Total Public Works	741,773.00	33,629.83	18,712.86	35.75%	177,228.07	131,905.46	45,322.61	35.57%
DEPT 450 - CULTURE, RECREATION								
Total Parks & Recreation	153,028.00	11,435.74	16,525.02	(5.089.28)	41,597.21	50,510.37	(8,913.16)	-21.43%
IT & Telephone	109,560.00	5,055.00	7,192.80	(2,137.80)	19,040.00	19,897.25	(857.25)	-4.50%
GRAND TOTAL ALL EXPENSES	3,316,216.00	206,091.47	201,874.17	4,217.30	673,624.40	595,326.23	78,298.17	11.62%
SUB TOTAL NET INC OVER EXP	482,118.00	(136,106.22)	(148,029.63)	(11,923.41)	(405,925.65)	(389,357.51)	16,568.14	4.08%
DEPT 460 - COMP ADJ	35,000.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%
DEPT 490 - CONTINGENCY FUND	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%
Debt Service Increase	247,118.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%
DEPT 493 - OTH FINANCING	200,000.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%
GRAND TOTAL ALL DEPTS	3,798,334.00	206,091.47	201,874.17	4,217.30	673,624.40	595,326.23	78,298.17	11.62%
Net Income over Expenses	0.00	(136,106.22)	(148,029.63)	(11,923.41)	(405,925.65)	(389,357.51)	16,568.14	4.08%

City of Lake Elgin
 2013 By Month
 Budget to Actual (Comparative
 For the month ending March 31, 2013)
 101 General Fund Detail
 By Department

4/2/2015

DEPT 410 - GEN'L GOV ¹	Full Year			MONTH			YTD			YTD Variance (%)	YTD Variance notes
	BUDGET 2013	% to date	BUDGET Month	ACTUAL Month	Variance (\$)	Variance (%)	BUDGET YTD	ACTUAL YTD	Variance (\$)		
REVENUE:											
Current Ad Valorem Taxes	2,531,080.00	6.00%	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%	
Delinquent Ad Valorem Taxes	15,000.00	0.00%	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%	
Mobile Home Tax	11,400.00	0.00%	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%	
Fiscal Disparities	160,000.00	0.00%	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%	
Penalty & Interest on Taxes	700.00	0.00%	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%	
Liquor License	8,350.00	97.60%	0.00	0.00	0.00	0.00%	5,350.00	8,150.00	2,800.00	53.34%	
Wastewater License	1,680.00	28.57%	0.00	0.00	0.00	0.00%	840.00	480.00	(360.00)	-42.86%	
General Contractor License	0.00	0.00%	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%	
Heating Contractor License	2,500.00	46.00%	200.00	200.00	0.00	0.00%	700.00	1,150.00	450.00	64.29%	
Blacktopping Contractor License	0.00	0.00%	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%	
Building Permits	517,600.00	11.33%	43,100.00	21,861.00	(21,236.00)	-49.24%	129,390.00	58,637.00	(70,762.90)	-54.69%	8 Additional new home permits ready to be picked up with 8 additional in the review process
Building Re-negot Fees	1,000.00	0.00%	100.00	0.00	(100.00)	-100.00%	200.00	0.00	(200.00)	-100.00%	
Leasing Permits	29,040.00	26.64%	2,430.00	2,580.00	160.00	6.01%	7,260.00	7,771.65	511.65	7.05%	
Planning Permits	29,040.00	21.49%	2,430.00	2,040.00	(380.00)	-15.70%	7,260.00	6,240.00	(1,020.00)	-14.05%	
Sewer Permits	10,560.00	0.00%	880.00	0.00	(880.00)	-100.00%	2,640.00	0.00	(2,640.00)	-100.00%	
Animal License	2,500.00	56.40%	40.00	310.00	270.00	675.00%	2,140.00	1,410.00	(730.00)	-34.11%	
Utility Permits (KOV)	5,000.00	136.04%	0.00	6,301.80	6,301.80	100.00%	0.00	6,301.80	6,301.80	100.00%	
Burning Permit	2,250.00	30.22%	0.00	430.00	430.00	100.00%	0.00	680.00	680.00	100.00%	
Massage Therapy Licenses	150.00	0.00%	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%	
Electrical Permit	6,051.00	25.91%	500.00	272.40	(227.60)	-35.52%	1,500.00	1,567.57	67.57	4.50%	MISA funding increase for 2015
Homebased Credit Aid	0.00	0.00%	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%	
MISA-Maintenance	101,696.00	58.74%	0.00	0.00	0.00	0.00%	50,843.00	59,732.00	8,884.00	17.47%	
State Fire Aid	41,500.00	0.00%	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%	
PERA Aid	2,749.00	0.00%	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%	
Gravel Tax	0.00	0.00%	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%	
Recycling Grant	15,500.00	0.00%	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%	
Misc State Grant/Subgrant Rev	500.00	0.00%	125.00	0.00	(125.00)	-100.00%	125.00	0.00	(125.00)	-100.00%	
Cable Franchise Revenue	45,000.00	0.00%	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%	
Zoning & Subdivision Fees	7,500.00	111.20%	0.00	1,995.00	1,995.00	100.00%	0.00	8,340.00	8,340.00	100.00%	
Plan Check Fees	181,933.00	16.62%	15,160.25	12,190.40	(2,969.85)	-19.59%	45,480.75	33,881.74	(11,599.01)	-25.50%	No zoning permits budgeted for 1st Qtr 2015
Sale of Copies, Books, Maps	175.00	14.00%	5.00	6.00	1.00	20.00%	15.00	34.50	9.50	63.33%	
Assessment Searches	750.00	42.00%	34.00	105.00	75.00	230.00%	75.00	315.00	240.00	320.00%	
Chem Up Days	2,000.00	0.00%	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%	
Cable Operation Reimbursement	2,500.00	0.00%	625.00	0.00	(625.00)	-100.00%	625.00	0.00	(625.00)	-100.00%	
Fines	48,000.00	18.78%	4,000.00	4,315.12	315.12	7.88%	12,000.00	9,014.54	(2,985.46)	-24.88%	Fines below average but typically increase in the spring/summer
Miscellaneous Permits	0.00	0.00%	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%	
Fire Billable Revenue	500.00	0.00%	0.00	0.00	0.00	0.00%	0.00	300.00	300.00	100.00%	
Miscellaneous Revenue	3,500.00	42.14%	200.00	1,148.82	948.82	474.41%	800.00	1,474.82	674.82	84.35%	
Internal Charges	640.00	48.13%	150.00	56.00	(94.00)	-22.67%	450.00	308.00	(142.00)	-31.56%	
Interest Earnings	10,000.00	0.00%	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%	
Donations	0.00	0.00%	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%	
Total Revenue	3,798,334.00	54.3%	69,908.25	53,844.54	(16,100.71)	-23.06%	267,608.75	205,968.72	(61,730.03)	-23.06%	

EXPENSE	Full Year		MONTH				YTD			
	BUDGET	% to date	BUDGET	ACTUAL	Variance (\$)	Variance (%)	BUDGET	ACTUAL	Variance (\$)	Variance (%)
	2013		Month	Month	Month	Month	YTD	YTD	YTD	YTD
1110 - Mayor & Council										
PT Salaries	25,690.00	0.00%	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%
PECA Contributions	1,593.00	0.00%	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%	
Medicare Contributions	372.00	0.00%	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%	
Workers Compensation	300.00	26.71%	0.00	0.00	0.00	0.00%	0.00	80.12	(80.12)	-100.00%
Mileage	500.00	28.31%	135.00	86.36	38.64	30.91%	125.00	141.56	(16.56)	-100.00%
Miscellaneous	0.00	0.00%	0.00	127.65	(127.65)	-100.00%	0.00	127.65	(127.65)	-100.00%
Dues & Subscriptions	11,500.00	90.86%	1,000.00	661.92	338.08	33.81%	3,000.00	10,448.76	(7,448.76)	-248.29%
Conferences & Training	1,000.00	91.50%	0.00	69.00	(69.00)	-100.00%	250.00	915.00	(665.00)	-266.00%
Total Mayor & Council	48,955.00	28.60%	1,125.00	935.93	189.07	-18.61%	3,375.00	11,713.09	(8,338.09)	-247.05%
1120 - Administration										
PT Salaries	198,125.00	22.82%	15,240.38	14,986.59	253.99	1.67%	45,721.15	45,216.27	504.88	1.10%
PECA Contributions	14,364.00	23.37%	1,104.92	1,117.05	(12.13)	-1.10%	3,314.77	3,357.14	(42.37)	-1.28%
ICMA Contributions	0.00	0.00%	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%
FECA Contributions	12,284.00	21.74%	944.92	882.64	62.28	6.59%	2,834.77	2,670.84	163.93	5.78%
Medicare Contributions	2,873.00	21.74%	221.00	206.42	14.58	6.66%	663.00	624.63	38.37	5.79%
Health/Dental Insurance	44,865.00	24.21%	3,451.15	3,620.00	(168.85)	-1.89%	10,353.46	(0,860.00)	(506.51)	-1.89%
Unemployment Benefits	0.00	0.00%	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%
Workers Compensation	1,000.00	83.79%	0.00	0.00	0.00	0.00%	1,000.00	837.94	162.06	16.21%
Office Supplies	5,500.00	31.96%	450.00	869.45	(419.45)	-93.21%	1,330.00	1,757.80	(407.80)	-30.21%
Travel Expenses	0.00	0.00%	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%
Legal Services	45,000.00	42.01%	3,750.00	9,332.60	(5,602.60)	-140.39%	11,250.00	18,903.50	(7,653.50)	-68.03%
Newsletter/Website	0.00	0.00%	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%
Assessing Services	33,000.00	23.44%	2,500.00	2,500.00	0.00	0.00%	7,500.00	7,500.00	0.00	0.00%
Contract Services	0.00	0.00%	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%
Postage	2,000.00	78.88%	500.00	324.65	(175.35)	-100.00%	500.00	1,377.60	(1,077.60)	-100.00%
Mileage	500.00	60.00%	50.00	0.00	50.00	100.00%	100.00	0.00	100.00	100.00%
Legal Publishing	5,000.00	25.94%	400.00	759.51	(359.51)	-89.88%	1,200.00	1,296.84	(96.84)	-8.07%
Insurance	35,000.00	0.55%	0.00	0.00	0.00	0.00%	35,000.00	194.00	34,806.00	99.45%
Cable Operation Expense	0.00	0.00%	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%
Miscellaneous	600.00	8.60%	50.00	33.94	16.06	32.12%	150.00	31.61	98.39	65.59%
Dues & Subscriptions	2,105.00	56.50%	175.00	835.98	(660.98)	-371.99%	573.00	1,062.97	(537.97)	-102.47%
Books	0.00	0.00%	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%
Conferences & Training	6,100.00	7.21%	500.00	440.00	60.00	12.00%	1,500.00	440.00	1,060.00	70.67%
Staff Development	0.00	0.00%	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%
Total Administration	407,316.00	23.66%	29,337.37	36,118.63	(6,781.26)	-23.11%	122,962.15	96,351.14	26,611.01	21.64%
1410 - Elections										
PT Salaries	0.00	0.00%	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%
Office Supplies	0.00	0.00%	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%
Legal Publications/Notification	0.00	0.00%	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%
Equipment Repair	0.00	0.00%	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%
County Election Fees	950.00	0.00%	0.00	0.00	0.00	0.00%	950.00	600.00	(600.00)	-100.00%
Printed Forms	0.00	0.00%	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%
Miscellaneous	100.00	0.00%	25.00	0.00	25.00	100.00%	25.00	0.00	25.00	100.00%
Total Elections	1,050.00	57.11%	25.00	0.00	25.00	100.00%	975.00	600.00	375.00	38.46%

2013 state of LAIC annual from made in Sept 2014 plus annual YSE payment

Annual premiums billed April

	Half Year		MONTH						YTD					
	BUDGET		ACTUAL		Variance (\$)		Variance (%)		ACTUAL		Variance (\$)		Variance (%)	
	2015	% to date	Month	Month	Month	Month	Month	Month	YTD	YTD	YTD	YTD	YTD	YTD
1480 - Communications														
FT Salaries	35,876.00	18.00%	2,759.69	2,044.41	715.28	23.92%	8,279,008	6,478,18	1,800,90	21.75%				
PERA Contributions	2,601.00	18.68%	200.08	153.32	46.76	23.37%	600.23	455.84	144.39	19.06%				
PERA Contributions	2,224.00	17.65%	171.08	123.43	47.65	27.83%	513.23	392.64	120.59	23.50%				
Medicare Contributions	530.00	17.66%	40.00	28.87	11.13	27.83%	120.00	91.84	28.16	23.47%				
Health/Dental Insurance	9,970.00	24.55%	766.92	816.00	(49.08)	-6.40%	2,300.77	2,448.60	(147.23)	-6.40%				
Workers Compensation	0.00	0.00%	0.00	0.00	0.00	0.00%	0.00	151.63	(151.63)	-100.00%				
Newsletter	8,000.00	27.11%	2,000.00	563.95	1,436.05	71.80%	2,000.00	2,168.95	(168.95)	-8.45%				
Office Supplies	501.00	8.65%	30.00	0.00	30.00	100.00%	150.00	48.50	101.50	67.67%				
Mileage	100.00	0.00%	23.00	0.00	23.00	100.00%	25.00	57.27	(32.27)	-129.08%				
Public Notices	5,040.00	20.67%	400.00	702.30	(302.30)	-75.58%	1,150.00	1,041.70	108.30	9.42%				
Cable Operations	4,800.00	19.20%	400.00	369.69	30.31	7.58%	1,200.00	921.64	278.36	23.20%				
Conferences	700.00	51.43%	350.00	60.00	290.00	82.86%	350.00	360.00	(10.00)	-2.86%				
Repair/Plant Equipment	450.00	0.00%	0.00	0.00	0.00	0.00%	225.00	0.00	225.00	100.00%				
Total Communications	70,842.00	20.07%	7,162.77	4,861.97	2,300.80	32.12%	16,915.31	14,646.19	2,269.12	13.40%				
1530 - Finance														
FT Salaries	66,863.00	21.40%	5,143.31	5,501.56	(358.25)	-6.97%	15,129.92	14,307.40	1,122.52	7.27%				
PT Salaries	3,600.00	0.00%	276.92	0.00	276.92	100.00%	830.77	0.00	830.77	100.00%				
PERA Contributions	4,848.00	22.13%	372.92	412.63	(39.71)	-10.65%	1,118.77	1,073.07	45.70	4.08%				
PERA Contributions	4,369.00	19.05%	338.08	324.10	11.98	3.56%	1,008.23	832.29	175.94	17.49%				
Medicare Contributions	1,022.00	19.04%	78.62	75.78	2.84	3.61%	235.85	194.61	41.24	17.49%				
Health/Dental Insurance	14,955.00	17.46%	1,150.38	870.40	279.98	24.34%	3,451.15	2,611.20	839.95	24.34%				
Unemployment Benefits	3,000.00	0.00%	2,000.00	0.00	2,000.00	100.00%	2,000.00	0.00	2,000.00	100.00%				
Workers Compensation	500.00	56.55%	125.00	0.00	125.00	100.00%	135.00	282.76	(157.76)	-126.21%				
Office Supplies	500.00	21.21%	135.00	13.00	112.00	89.60%	135.00	108.07	18.93	13.98%				
Printed Forms	500.00	0.00%	125.00	0.00	125.00	100.00%	135.00	0.00	135.00	100.00%				
Adult Services	27,000.00	45.28%	0.00	12,225.00	(12,225.00)	-100.00%	0.00	12,225.00	(12,225.00)	-100.00%				
Contact Services	6,000.00	36.00%	500.00	873.57	(73.57)	-14.70%	1,500.00	2,160.25	(660.25)	-44.02%				
Mileage	50.00	0.00%	0.00	0.00	0.00	0.00%	0.00	156.28	(156.28)	-100.00%				
Miscellaneous	700.00	78.14%	200.00	156.28	240.00	100.00%	340.00	0.00	340.00	100.00%				
Dues & Subscriptions	500.00	0.00%	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%				
Conferences & Training	134,647.00	25.21%	10,523.23	20,152.27	(9,629.04)	-91.50%	26,239.69	33,948.93	(7,709.24)	-29.38%				

Fieldwork completed and collect earlier than anticipated in Budget
 Will decrease now that audit substantially completed

Full Year BUDGET 2013	% to date	MONTH						YTD							
		BUDGET Month	ACTUAL Month	Variance (\$)	Variance (%)	BUDGET YTD	ACTUAL YTD	Variance (\$)	Variance (%)	YTD Variance Index					
1910 - Planning & Zoning															
PT Salaries	26.37%	1,933.31	1,935.21	(3,129.90)	-26.77%	35,475.92	40,180.02	(4,704.10)	-13.26%						
PT Salaries	0.00%	276.92	0.00	276.92	100.00%	830.77	0.00	830.77	100.00%						
PE/EA Contributions	24.39%	757.62	963.87	(206.25)	-27.22%	2,272.85	2,402.26	(129.41)	-5.69%						
PE/EA Contributions	0.00%	665.08	786.63	(121.55)	-18.28%	1,995.33	2,023.33	(28.00)	-1.41%						
Medicare Contributions	23.40%	135.54	183.98	(28.44)	-20.98%	466.62	473.20	(6.58)	-1.41%						
Health/Benefit Insurance	23.07%	2,465.15	2,678.00	(212.85)	-8.63%	7,395.46	8,034.50	(638.54)	-8.63%						
Workers Compensation	71.82%	0.00	0.00	0.00	0.00%	800.00	574.57	225.43	28.18%						
Developer escrow offset cost recovery	-100.00%	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%						
Office Supplies	4.66%	150.00	26.21	123.79	82.33%	450.00	83.79	366.21	81.38%						
Printed Forms	122.67%	250.00	92.00	158.00	63.20%	250.00	920.00	(670.00)	-268.00%						
Engineering Services	33.56%	1,500.00	4,133.75	(2,933.75)	-195.58%	4,500.00	6,511.35	(2,011.35)	-44.69%						
Contract Services	0.00%	1,250.00	0.00	1,250.00	100.00%	1,250.00	0.00	1,250.00	100.00%						
Postage	0.00%	50.00	0.00	50.00	100.00%	50.00	0.00	50.00	100.00%						
Mileage	0.00%	20.00	0.00	20.00	100.00%	60.00	0.00	60.00	100.00%						
Miscellaneous	0.00%	40.00	0.00	40.00	100.00%	120.00	0.00	120.00	100.00%						
Dues & Subscriptions	0.00%	50.00	0.00	50.00	100.00%	150.00	0.00	150.00	100.00%						
Books	0.00%	25.00	0.00	25.00	100.00%	75.00	0.00	75.00	100.00%						
Conferences & Training	11.25%	500.00	0.00	500.00	100.00%	500.00	225.00	275.00	55.00%						
Total Planning & Zoning	18.60%	18,605.62	22,575.91	(3,970.29)	-21.34%	57,516.85	56,055.54	(3,538.69)	-6.17%						
1930 - Engineering Services															
Engineering Services	28.34%	4,500.00	6,162.45	(1,662.45)	-36.94%	13,500.00	15,530.80	(2,030.80)	-15.04%						
Total Engineering Services	28.34%	4,500.00	6,162.45	(1,662.45)	-36.94%	13,500.00	15,530.80	(2,030.80)	-15.04%						
1940 - City Hall															
Cleaning Supplies	0.00%	25.00	0.00	25.00	100.00%	25.00	0.00	25.00	100.00%						
Building Repair Supplies	0.00%	35.00	0.00	35.00	100.00%	75.00	0.00	75.00	100.00%						
Utilities	58.21%	500.00	1,220.02	(720.02)	-14.00%	1,500.00	3,492.56	(1,992.56)	-132.84%						
Refuse	102.17%	353.00	112.94	0.06	0.05%	353.00	360.66	(7.66)	-2.17%						
Repairs/Maint Contractual Bldg	72.65%	500.00	2,613.76	(2,113.76)	-42.27%	1,500.00	4,383.21	(2,883.21)	-192.21%						
Repairs/Maint Contractual Equip	37.82%	500.00	1,047.13	(397.13)	-61.10%	1,500.00	2,912.41	(1,012.41)	-67.49%						
Facility Lease	23.09%	2,461.00	2,461.00	0.00	0.00%	7,383.00	7,383.00	0.00	0.00%						
Miscellaneous	23.09%	25.00	51.04	(26.04)	-104.16%	75.00	70.18	4.82	6.43%						
Total City Hall	37.03%	4,299.00	7,505.89	(3,206.89)	-74.60%	12,811.00	18,602.02	(5,791.02)	-45.20%						
Total General Government	25.15%	75,575.99	98,312.45	(22,734.46)	-30.08%	240,293.00	247,447.71	(1,845.29)	-0.77%						

Budget assumed annex sale in 2014
 YTD Electrical wiring needed in new rental office space (\$2.7k)
 New copier lease and longer average lease

DEPT 420 - PUBLIC SAFETY	Full Year BUDGET 2015	% of Alloc	MONTHLY						YTD								
			BUDGET		ACTUAL		Variance (\$)		BUDGET		ACTUAL		Variance (\$)				
			Month	Month	Month	Month	Month	Month	YTD	YTD	YTD	YTD	YTD	YTD			
2100 - Police	517,799.00	0.20%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	0.00%	
Total Police	517,799.00	0.20%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	0.00%	
2150 - Presentation	50,000.00	2.13%	4,300.00	4,717.50	(517.50)	(517.50)	-12.32%	12,500.00	14,062.50	(1,562.50)	(1,562.50)	-12.50%	12,500.00	14,062.50	(1,562.50)	(1,562.50)	-12.50%
Agency Criminal	50,000.00	2.13%	4,300.00	4,717.50	(517.50)	(517.50)	-12.32%	12,500.00	14,062.50	(1,562.50)	(1,562.50)	-12.50%	12,500.00	14,062.50	(1,562.50)	(1,562.50)	-12.50%
Total Presentation	50,000.00	2.13%	4,300.00	4,717.50	(517.50)	(517.50)	-12.32%	12,500.00	14,062.50	(1,562.50)	(1,562.50)	-12.50%	12,500.00	14,062.50	(1,562.50)	(1,562.50)	-12.50%
2220 - Fire	68,614.00	21.58%	5,278.00	5,626.97	(348.97)	2,372.30	-6.01%	13,834.00	16,176.88	(2,342.88)	8,306.54	-2.17%	13,834.00	16,176.88	(2,342.88)	8,306.54	-2.17%
FT Salaries	123,121.00	16.33%	9,470.85	6,897.55	2,573.30	2,372.30	27.17%	28,412.54	20,105.60	8,306.94	8,306.94	29.24%	28,412.54	20,105.60	8,306.94	8,306.94	29.24%
PERA Contributions	12,116.00	26.61%	932.00	1,083.96	(151.96)	1,511.96	-16.30%	2,796.00	3,224.58	(428.58)	428.58	-15.33%	2,796.00	3,224.58	(428.58)	428.58	-15.33%
PCA Contributions	7,653.00	21.36%	587.15	359.28	227.87	227.87	38.81%	1,761.46	1,630.20	131.26	131.26	7.45%	1,761.46	1,630.20	131.26	131.26	7.45%
Medicare Contributions	2,780.00	23.37%	213.85	174.87	38.98	649.77	-8.23%	641.34	649.77	(8.23)	(8.23)	-1.28%	641.34	649.77	(8.23)	131.26	-1.28%
Health/Dental Insurance	14,243.00	24.05%	1,095.62	1,112.00	(16.38)	(46.38)	-1.23%	3,286.85	3,426.00	(139.15)	(139.15)	-4.23%	3,286.85	3,426.00	(139.15)	(139.15)	-4.23%
Unemployment Benefits	0.00	0.00%	0.00	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00	0.00%
Workers Compensation	9,000.00	163.77%	0.00	0.00	0.00	0.00	0.00%	9,000.00	14,739.09	(5,739.09)	(5,739.09)	-63.77%	9,000.00	14,739.09	(5,739.09)	(5,739.09)	-63.77%
Office Supplies	850.00	7.11%	70.00	0.00	70.00	70.00	100.00%	210.00	60.44	149.56	149.56	71.22%	210.00	60.44	149.56	149.56	71.22%
EMIS Supplies	3,400.00	3.81%	288.00	129.69	158.31	158.31	51.68%	800.00	129.69	670.31	670.31	84.56%	800.00	129.69	670.31	670.31	84.56%
Fire Prevention	13,000.00	0.00%	250.00	0.00	250.00	250.00	100.00%	790.00	0.00	790.00	790.00	100.00%	790.00	0.00	790.00	790.00	100.00%
Fuel, Oil & Fluids	20,892.00	13.17%	1,075.00	866.61	208.39	10,394.00	-46.50%	3,225.00	1,712.40	1,512.60	1,512.60	46.50%	3,225.00	1,712.40	1,512.60	1,512.60	46.50%
Small Tools & Equip	3,181.00	8.33%	265.00	367.70	(102.70)	1,382.30	78.99%	795.00	460.74	334.26	4,789.26	91.22%	795.00	460.74	334.26	4,789.26	91.22%
Physics	21,562.00	20.46%	5,350.50	3,914.76	1,435.74	27,388.00	-27.38%	5,390.50	4,411.76	978.74	978.74	18.16%	5,390.50	4,411.76	978.74	978.74	18.16%
Radio	250.00	0.00%	30.00	0.00	30.00	30.00	100.00%	70.00	0.00	70.00	70.00	100.00%	70.00	0.00	70.00	70.00	100.00%
Milage	8,307.00	0.00%	0.00	0.00	0.00	0.00	0.00%	8,307.00	0.00	8,307.00	8,307.00	100.00%	8,307.00	0.00	8,307.00	8,307.00	100.00%
Electric Utility	17,000.00	35.27%	1,400.00	1,985.35	(585.35)	(585.35)	-11.81%	4,400.00	5,995.48	(1,595.48)	(1,595.48)	-36.56%	4,400.00	5,995.48	(1,595.48)	(1,595.48)	-36.56%
Refuse	1,000.00	79.17%	85.00	266.38	(181.38)	(181.38)	-213.39%	2,850.00	791.69	2,058.31	(2,058.31)	-71.88%	2,850.00	791.69	2,058.31	(2,058.31)	-71.88%
Repair/Plant Equip	2,000.00	179.60%	165.00	1,799.26	(1,634.26)	(990.46%)	-990.46%	495.00	3,592.09	(3,097.09)	(3,097.09)	-625.66%	495.00	3,592.09	(3,097.09)	(3,097.09)	-625.66%
Repair/Plant Equip	33,260.00	14.10%	2,770.00	1,898.63	871.37	8,310.00	-31.46%	8,310.00	4,689.74	3,620.26	3,620.26	-43.57%	8,310.00	4,689.74	3,620.26	3,620.26	-43.57%
Uniforms	2,500.00	16.75%	208.00	175.70	33.30	15,536.00	-33.88%	624.00	-118.80	742.80	742.80	119.34%	624.00	-118.80	742.80	742.80	119.34%
Miscellaneous	1,500.00	28.46%	135.00	174.21	(49.21)	(49.21)	-39.27%	375.00	446.97	(71.97)	(71.97)	-18.86%	375.00	446.97	(71.97)	(71.97)	-18.86%
Dues & Subscriptions	3,508.00	26.37%	290.00	264.00	26.00	26.00	100.00%	870.00	925.04	(55.04)	(55.04)	-6.33%	870.00	925.04	(55.04)	(55.04)	-6.33%
Books	220.00	0.00%	0.00	0.00	0.00	0.00	0.00%	50.00	0.00	50.00	50.00	100.00%	50.00	0.00	50.00	50.00	100.00%
Conferences & Training (Reimb)	12,375.00	12.98%	1,125.00	617.83	507.17	507.17	45.08%	3,125.00	1,606.65	1,518.35	1,518.35	48.59%	3,125.00	1,606.65	1,518.35	1,518.35	48.59%
Conferences & Training (Reimb)	0.00	0.00%	0.00	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00	0.00%
Total Fire	385,312.00	21.17%	32,865.97	27,744.75	5,121.22	19,635.57	18.69%	105,073.89	85,438.52	19,635.57	19,635.57	18.69%	105,073.89	85,438.52	19,635.57	19,635.57	18.69%
2250 - Fire Relief	37,323.00	0.00%	0.00	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00	0.00%
Fire State Aid	37,323.00	0.00%	0.00	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00	0.00%
Total Fire Relief	37,323.00	0.00%	0.00	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00	0.00%

YTD correction for accrual back to 2014 for ROC FF
 Due to 18% rate increase

Annual premiums billed April

	Full Year		MONTHLY				YTD			
	BUDGET	% to date	BUDGET	ACTUAL	Variance (\$)	Variance (%)	BUDGET	ACTUAL	Variance (\$)	Variance (%)
	2013		Month	Month	Month	Month	YTD	YTD	YTD	YTD
2400 - Building Inspection										
FP Salaries	119,606.00	15.00%	11,505.15	6,533.65	-4,971.50	-43.05%	34,524.46	22,447.66	-12,076.80	-34.98%
PERA Contributions	10,846.00	13.52%	834.31	-491.50	-1,325.81	-12.13%	2,502.92	1,683.56	-819.36	-32.74%
PICA Contributions	9,276.00	14.19%	713.54	381.93	-331.61	-3.57%	2,140.62	1,316.44	-824.18	-38.50%
Medicare Contributions	2,169.00	14.20%	166.85	89.34	-77.51	-3.57%	500.54	307.89	-192.65	-38.49%
Health/Benefit Insurance	24,486.00	14.89%	2,191.23	1,411.00	-777.23	-3.17%	6,573.69	4,242.00	-2,331.69	-35.47%
Unemployment Benefits	0.00	0.00%	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%
Workers Compensation	1,000.00	22.01%	0.00	0.00	0.00	0.00%	1,000.00	2,304.38	1,304.38	130.44%
Office Supplies	2,100.00	4.87%	175.00	68.35	-106.65	-5.08%	525.00	102.19	-422.81	-19.62%
Printed Forms	700.00	0.00%	175.00	0.00	-175.00	-25.00%	175.00	0.00	-175.00	-100.00%
Fuel, Oil & Flats	5,500.00	3.17%	450.00	74.41	-375.59	-6.83%	1,350.00	174.37	-1,175.63	-8.67%
Engineering	9,000.00	16.24%	750.00	849.50	-90.50	-1.00%	2,250.00	1,461.50	-788.50	-35.04%
Inspector Contract Services	67,200.00	10.00%	4,000.00	2,457.75	-1,542.25	-2.31%	10,000.00	6,716.74	-3,283.26	-32.93%
Allegation	3,500.00	27.21%	200.00	310.50	-110.50	-3.16%	400.00	952.49	552.49	138.12%
Insurance	900.00	0.00%	75.00	0.00	-75.00	-8.33%	225.00	0.00	-225.00	-100.00%
Repairs/Maint Equip	2,300.00	0.00%	175.00	0.00	-175.00	-7.61%	525.00	0.00	-525.00	-100.00%
Uniforms	850.00	0.00%	70.00	0.00	-70.00	-8.24%	210.00	89.98	-120.02	-57.15%
Miscellaneous	650.00	11.62%	55.00	0.00	-55.00	-8.46%	165.00	75.51	-89.49	-54.24%
Dues & Subscriptions	700.00	0.00%	60.00	385.00	-325.00	-46.43%	1,800.00	385.00	-1,415.00	-78.06%
Books	3,000.00	23.95%	0.00	-45.69	45.69	1.52%	1,500.00	718.49	-781.51	-47.43%
New Truck	23,000.00	0.00%	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%
Conferences & Training	2,275.00	16.58%	700.00	85.00	-615.00	-27.03%	700.00	-460.00	-1,160.00	-164.29%
Total Building Inspections	333,558.00	13.39%	22,299.08	13,206.82	-9,092.26	-2.72%	65,447.23	43,335.20	-22,112.03	-33.79%
2500 - Emergency Communications										
Contract Services	7,000.00	0.00%	1,750.00	0.00	-1,750.00	-25.00%	1,750.00	0.00	-1,750.00	-100.00%
Total Emergency Communications	7,000.00	0.00%	1,750.00	0.00	-1,750.00	-25.00%	1,750.00	0.00	-1,750.00	-100.00%
2700 - Animal Control										
Printed Forms	0.00	0.00%	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%
Contract Services	6,000.00	25.00%	500.00	500.00	0.00	0.00%	1,500.00	1,500.00	0.00	0.00%
Miscellaneous (Impounding)	800.00	24.38%	65.00	-45.00	20.00	2.50%	1,950.00	1,950.00	0.00	0.00%
Total Animal Control	6,800.00	24.93%	565.00	-45.00	20.00	2.94%	1,695.00	1,695.00	0.00	0.00%
Total Public Safety	1,327,792.00	10.90%	61,680.05	-46,214.07	15,465.98	25.07%	186,466.12	145,565.44	-40,900.68	-21.93%

Annual premiums billed April

DEPT 430 - PUBLIC WORKS

	Fiscal Year		MONTHLY				YTD						
	BUDGET	2015	BUDGET		ACTUAL		BUDGET		ACTUAL				
			Month	Month	Month	Month	YTD	YTD	Variance (\$)	Variance (%)			
3100 - Public Works													
PT Salaries	153,314.00	23.37%	11,793.38	11,482.13	21.25	35,380.15	34,299.00	1,081.15	3.06%	Use of more PT vs PFT, overall cost very close to budget			
PT Salaries	23,460.00	2.63%	1,804.62	75.00	1,729.62	5,413.85	618.00	-4,795.85	88.58%				
PERA Contributions	11,115.00	23.14%	843.08	861.17	(6.17)	2,565.00	2,572.41	(7.41)	(0.29)%				
PERA Contributions	10,960.00	18.66%	843.08	680.98	162.10	2,529.23	2,015.48	-483.75	19.13%				
Medicare Contributions	2,563.00	18.67%	197.15	159.31	37.84	591.46	478.41	113.05	19.11%				
Health/Dental Insurance	34,183.00	25.44%	2,629.46	2,899.09	(269.63)	7,888.38	8,697.00	(808.62)	-10.25%				
Unemployment Benefits	0.00	0.00%	0.00	0.00	0.00	0.00	0.00	0.00	0.00%				
Workers Compensation	6,000.00	228.79%	500.00	0.00	500.00	1,500.00	13,227.33	(12,227.33)	-815.16%	Expense spread out in the budget, 18% rate increase in 2015			
Office Supplies	2,000.00	0.00%	165.00	0.00	165.00	495.00	0.00	-495.00	100.00%				
Shop Materials	1,500.00	46.32%	125.00	186.24	(61.24)	375.00	694.86	(319.86)	-85.30%				
Building Repair Supplies	500.00	17.35%	40.00	38.99	1.01	130.00	86.75	43.25	27.71%				
Small Tools and Motor Equip	1,200.00	40.84%	100.00	69.56	30.44	300.00	490.04	(190.04)	-63.35%				
Engineering Services	9,000.00	60.33%	790.00	2,386.50	(1,596.50)	2,250.00	5,484.00	(3,234.00)	-143.73%				
Contract Services	4,000.00	9.72%	1,900.00	2,149.00	785.10	2,000.00	388.85	1,611.15	80.50%				
Radio	1,300.00	23.77%	335.00	349.06	(14.06)	335.00	349.06	(14.06)	-4.90%				
Mileage	0.00	0.00%	0.00	0.00	0.00	0.00	0.00	0.00	0.00%				
Insurance	20,000.00	40.00%	0.00	0.00	0.00	20,000.00	0.00	-20,000.00	100.00%	Annual premiums billed April			
Electric Utility	28,000.00	35.39%	2,500.00	3,305.01	(805.01)	9,500.00	9,910.40	(410.40)	-4.32%				
Refuse	2,400.00	26.83%	200.00	2,16.67	(16.67)	600.00	613.97	(13.97)	-7.33%				
Fuel, Oil, Fluids (ALL dep's)	42,000.00	13.21%	3,000.00	2,395.39	604.61	15,000.00	5,346.95	9,453.05	63.02%				
Repair/Maint Bldg	3,500.00	53.57%	300.00	1,339.46	(1,039.46)	800.00	1,874.84	(1,074.84)	-134.30%				
Repair/Maint NOT Bldg	500.00	0.00%	-0.00	0.00	-0.00	120.00	0.00	120.00	100.00%				
Repair/Maint Equip (out)	5,000.00	5.15%	400.00	0.00	-400.00	1,200.00	257.50	942.50	78.54%				
Equipment Parts	7,500.00	0.00%	625.00	2,080.62	(1,455.62)	1,875.00	2,186.17	(311.17)	-16.64%				
Uniforms	2,000.00	15.02%	165.00	113.88	51.12	495.00	318.38	176.62	35.68%				
Miscellaneous	1,000.00	13.33%	50.00	67.93	(17.93)	150.00	133.33	16.67	11.11%				
Landscape Material	500.00	0.00%	0.00	0.00	0.00	0.00	0.00	0.00	0.00%				
Dues & Subscriptions	200.00	0.00%	50.00	0.00	50.00	50.00	0.00	50.00	100.00%				
Conferences & Training	1,500.00	0.00%	375.00	0.00	375.00	375.00	0.00	-375.00	100.00%				
Clean up Days	5,000.00	0.00%	0.00	0.00	0.00	0.00	0.00	0.00	0.00%				
Total Public Works	380,195.00	23.87%	28,932.69	28,880.78	(48.09)	111,898.07	90,762.73	21,135.34	18.89%				
3120 - Streets													
Equipment Parts	3,000.00	0.00%	250.00	0.00	250.00	750.00	0.00	750.00	100.00%				
Street Maintenance Materials	20,000.00	4.49%	1,500.00	742.24	757.76	3,000.00	897.64	2,102.36	70.10%				
Seal Coating/Coat Filling	186,578.00	0.00%	0.00	0.00	0.00	0.00	0.00	0.00	0.00%				
Sign Repair Materials	2,500.00	0.00%	300.00	0.00	300.00	500.00	0.00	500.00	100.00%				
Contract Services	8,000.00	8.92%	0.00	713.54	(713.54)	0.00	713.54	(713.54)	-100.00%				
Repairs/Maint Equipment	2,500.00	0.00%	210.00	0.00	210.00	630.00	0.00	630.00	100.00%				
Total Streets	222,578.00	0.72%	2,160.00	1,455.78	704.22	4,880.00	1,610.58	3,269.42	67.00%				

Full Year	BUDGET	2015	% to date	MONTH					YTD						
				BUDGET	ACTUAL	Variance (\$)	Variance (%)	BUDGET	ACTUAL	Variance (\$)	Variance (%)				
				Month	Month	Month	Month	YTD	YTD	YTD	YTD	YTD	YTD		
3125 - Ice & Snow Removal															
Landscape Material	0.00	0.00	0.00%	0.00	380.14	(380.14)	-100.00%	0.00	380.14	(380.14)	-100.00%	0.00	380.14		
Sand/Salt	80,000.00	13,000.00	29.66%	0.00	15,000.00	15,000.00	100.00%	43,000.00	23,724.41	21,275.59	47.28%	1,500.00	1,500.00		
Contract Services	6,000.00	500.00	0.00%	0.00	0.00	500.00	100.00%	1,500.00	0.00	1,500.00	100.00%	1,500.00	0.00		
Repairs/Maint Equipment	9,500.00	731.00	95.22%	693.32	56.68	7.56%	2,150.00	9,045.92	(6,895.92)	-330.74%	48,650.00	33,350.47	15,299.53	31.45%	
Total Ice & Snow Removal	95,500.00	16,250.00	34.92%	1,625.00	1,273.46	14,976.54	92.16%	48,650.00	33,350.47	15,299.53	31.45%	1,500.00	1,500.00		
3160 - Street Lighting															
Street Lighting	28,000.00	2,350.00	23.08%	2,350.00	2,019.81	330.19	14.05%	7,050.00	6,181.68	868.32	12.32%	7,050.00	6,181.68	868.32	12.32%
Total Street Lighting	28,000.00	2,350.00	23.08%	2,350.00	2,019.81	330.19	14.05%	7,050.00	6,181.68	868.32	12.32%	7,050.00	6,181.68	868.32	12.32%
3200 - Recycling															
Recycling Supplies	3,500.00	1,750.00	0.00%	1,750.00	0.00	1,750.00	100.00%	1,750.00	0.00	1,750.00	100.00%	1,750.00	0.00		
Miscellaneous	6,000.00	500.00	0.00%	500.00	0.00	500.00	100.00%	1,500.00	0.00	1,500.00	100.00%	1,500.00	0.00		
Total Recycling	9,500.00	2,250.00	0.00%	2,250.00	0.00	2,250.00	100.00%	3,250.00	0.00	3,250.00	100.00%	3,250.00	0.00		
3250 - Tree Program															
Contract Services	6,000.00	500.00	0.00%	500.00	0.00	500.00	100.00%	1,500.00	0.00	1,500.00	100.00%	1,500.00	0.00		
Total Tree Program	6,000.00	500.00	0.00%	500.00	0.00	500.00	100.00%	1,500.00	0.00	1,500.00	100.00%	1,500.00	0.00		
Total Public Works	741,773.00	52,342.69	17.78%	52,342.69	33,629.83	18,712.86	35.75%	177,228.07	131,905.16	45,322.61	25.57%	1,500.00	1,500.00		

Includes \$7,200 for snow plow blades

DEPT 450 - CULTURE, RECREATION

	Full Year		MONTH		YTD	
	BUDGET	% to date	BUDGET	ACTUAL	BUDGET	ACTUAL
	2015		Month	Month	Month	Month
5300 - Parks & Recreation	77,877.00	37.87%	5,988.73	10,108.51	(4,120.28)	-68.81%
PT Salaries	6,820.00	44.57%	524.62	865.00	(340.38)	-61.88%
PERA Contributions	5,644.00	39.17%	434.15	758.14	(323.99)	-74.63%
FICA Contributions	5,249.00	37.04%	403.77	631.76	(227.99)	-61.42%
Mechanics Contributions	1,228.00	37.03%	94.46	152.40	(57.94)	-61.34%
Health/Benefit Insurance	19,940.00	21.82%	1,531.85	1,430.80	83.05	5.41%
Unemployment Benefits	0.00	0.00%	0.00	0.00	0.00	0.00%
Workers Compensation	4,000.00	89.62%	0.00	0.00	0.00	0.00%
Slog Materials	500.00	22.38%	40.00	74.92	(34.92)	-87.30%
Chemicals	750.00	0.00%	62.50	0.00	62.50	100.00%
Equipment Parts	2,000.00	0.00%	165.00	424.10	(259.10)	-157.03%
Building Repair Supplies	500.00	15.26%	40.00	0.00	40.00	100.00%
Landscape Materials	3,000.00	0.50%	250.00	15.04	234.96	93.88%
Small Tools and Minor Equip	1,000.00	0.00%	85.00	0.00	85.00	100.00%
Athletic	0.00	0.00%	0.00	0.00	0.00	0.00%
Insurance	3,200.00	0.00%	0.00	0.00	0.00	0.00%
Electric Utility	8,500.00	37.03%	750.00	1,253.85	(503.85)	-67.18%
Rebate	2,500.00	0.00%	208.33	0.00	208.33	100.00%
Repair/Maint Bldg	1,000.00	125.33%	85.00	704.50	(619.50)	-72.83%
Repair/Maint PLOT Bldg	2,500.00	0.00%	200.00	0.00	200.00	100.00%
Repair/Maint Equip	1,500.00	0.00%	125.00	0.00	125.00	100.00%
Rental Buildings	4,600.00	2.87%	383.33	66.00	317.33	82.78%
Miscellaneous	750.00	24.67%	62.50	0.00	62.50	100.00%
Total Parks & Recreation	153,028.00	33.01%	11,435.74	16,525.02	(5,089.28)	-44.50%
IT & Telephone						
IT-Hardware	9,100.00	29.83%	0.00	2,714.96	(2,714.96)	-100.00%
IT-Software	16,600.00	24.22%	0.00	0.00	0.00	0.00%
IT-Support Services	36,600.00	24.60%	3,000.00	2,951.42	48.58	1.62%
IT-Networking	7,800.00	0.00%	0.00	0.00	0.00	0.00%
PINET Contingency	16,000.00	0.00%	0.00	0.00	0.00	0.00%
Telephone	23,660.00	18.06%	2,025.00	1,536.42	528.58	25.72%
Total IT & Telephone	109,560.00	18.16%	5,025.00	7,192.80	(2,137.80)	-42.29%
Grand Total all Expenses	3,316,216.00	17.95%	206,091.47	201,874.17	4,217.30	2.05%
Subtotal Net Income over Expenses	482,118.00	-80.76%	(136,106.22)	(148,029.63)	(11,923.41)	-8.76%
DEPT 460 - COMP ADJ	35,000.00	0.00%	0.00	0.00	0.00	0.00%
Debt Service Increase	247,118.00	0.00%	0.00	0.00	0.00	0.00%
Transfer to City Projects (Streets)	0.00	0.00%	0.00	0.00	0.00	0.00%
DEPT 499 - OTHER FINANCING	200,000.00	0.00%	0.00	0.00	0.00	0.00%
CHAND TOTAL EXP-ALL DEPTS	3,798,334.00	15.67%	206,091.47	201,874.17	4,217.30	2.05%
Net Income over Expenses	0.00	0.00%	(136,106.22)	(148,029.63)	(11,923.41)	-8.76%

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

Annual premiums billed April



MAYOR & COUNCIL COMMUNICATION

DATE: April 21, 2015
CONSENT
ITEM 4

AGENDA ITEM: New Single Family Home Permit Report

SUBMITTED BY: Rick Chase, Building Official

THROUGH: Rick Chase, Building Official

REVIEWED BY: Kyle Klatt, Planning Director

SUGGESTED ORDER OF BUSINESS:

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

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

LEGISLATIVE HISTORY/BACKGROUND INFORMATION:

	<u>2015</u>	<u>2014</u>	<u>2013</u>
New Homes	12	6	8
Total valuation	\$5,058,976	\$3,912,800	\$3,307,289
Average home value	421,581	652,000	413,000
Total Valuation YTD	7,747,769	5,203,291	4,036,283

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



MAYOR & COUNCIL COMMUNICATION

DATE: April 21, 2015
CONSENT
ITEM #5

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

SUGGESTED ORDER OF BUSINESS:

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

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

LEGISLATIVE HISTORY/BACKGROUND INFORMATION:

Property splits/plats – 0
Sales collected and viewed – 8
Taxpayer inquiries – 17
Miscellaneous inquiries - 4
Inspections – Residential – 8; Commercial – 0
Building permit reviews – 13
Pictures taken – 8

Other work performed included:

- Receiving valuation related phone calls/inspecting properties
- Monthly meeting with County residential and commercial supervisors

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

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



MAYOR & COUNCIL COMMUNICATION

DATE: April 21, 2015
CONSENT
ITEM # 6

AGENDA ITEM: Zoning Map Amendments – Perfecting Amendments

SUBMITTED BY: Kyle Klatt, Community Development Director

THROUGH: Dean Zuleger, City Administrator

REVIEWED BY: Planning Commission
Nick Johnson, City Planner

SUGGESTED ORDER OF BUSINESS:

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

POLICY RECCOMENDER: The Planning Commission is recommending that the City Council adopt an updated Zoning Map that addresses several land use and development projects that have recently been approved by the City. The Commission is also recommending amendments that will address previous map issues in order to improve the overall consistency of the map.

The Planning Commission considered the proposed zoning map amendments at its March 23, 2015 meeting and a summary of the Commission’s report and recommendation are included below.

FISCAL IMPACT: There are no direct fiscal impacts to the City associated with the proposed Zoning Map Amendment.

SUMMARY AND ACTION REQUESTED: The City Council is being asked to adopt an updated Zoning Map that addresses several land use and development projects that have recently been approved by the City. Staff and the Planning Commission are also recommending other minor corrections from previous maps.

The Planning Commission considered this matter at its March 23, 2015 meeting and recommended approval of the proposed zoning map amendments.

If this item is pulled from the consent agenda, the suggested motion to adopt the Planning Commission recommendation is as follows:

“Move to adopt Ordinance. 08-117 adopting a revised zoning map for the City of Lake Elmo”

LEGISLATIVE HISTORY/PLANNING COMMISSION REPORT: All of the requested changes to the Zoning Map are based on approvals given or actions already taken by the City, or are intended to bring the Map into conformance with the Comprehensive Plan. The proposed changes include the following:

Parcel/Description	Existing Zoning	Proposed Zoning
Langley Court Water Tower	RS	PF - Public Facilities
Village Preserve	RT	LDR – Low Density Residential
Village Park Preserve	RT	LDR – Low Density Residential
Easton Village	RT	LDR – Low Density Residential
3520 Laverne Avenue North	RS	GB – General Business
8282 Stillwater Boulevard North (Rear Lot)	RE	RS – Rural Single Family Residential
8308 Stillwater Boulevard North (Rear Lot)	RE	RS – Rural Single Family Residential
Parcel ID 16.029.21.34.0008 (Rear Lot)	RE	RS – Rural Single Family Residential
8364 Stillwater Boulevard North (Rear Lot)	RE	RS – Rural Single Family Residential
8428 Stillwater Boulevard North (Rear Lot)	RE	RS – Rural Single Family Residential
8488 Stillwater Boulevard North (Rear Lot)	RE	RS – Rural Single Family Residential

Because the proposed map amendments are intended to address developments or projects that have already been approved by the City, Staff recommended approval of all changes as presented.

The Planning Commission conducted a public hearing on the proposed map amendments at its March 23, 2015 meeting. No one spoke at the hearing and the Planning Commission unanimously recommended approval of the amended Zoning Map as presented (7 ayes and 0 nays).

BACKGROUND INFORMATION (SWOT):

- | | |
|----------------------|--|
| Strengths | <ul style="list-style-type: none">• The proposed Zoning Map amendments brings the map up to date with the approval of recent development projects.• The amendment fixes a map error that has a commercial property in the Village Area zoned rural single family. |
| Weaknesses | <ul style="list-style-type: none">• None |
| Opportunities | <ul style="list-style-type: none">• Staff is recommending adopting several amendments together rather than taking additional time to review each change separately. |
| Threats | <ul style="list-style-type: none">• None |

RECOMMENDATION: The Planning Commission and Staff are recommending that the City Council approve an updated Zoning Map to adopt the appropriate zoning for recently approved subdivision and development projects and to make other map corrections to bring the map into conformance with the City's Comprehensive Plan. If this item is pulled from the consent agenda, the suggested motion to adopt the Planning Commission recommendation is as follows:

“Move to adopt Ordinance 08-117 adopting a revised zoning map for the City of Lake Elmo”

ATTACHMENTS:

1. Ordinance 08-117
2. Proposed Zoning Map
3. Existing Zoning Map

CITY OF LAKE ELMO
COUNTY OF WASHINGTON
STATE OF MINNESOTA

ORDINANCE 08-117

AN ORDINANCE AMENDING CHAPTER 154 OF THE LAKE ELMO CITY CODE OF
ORDINANCES BY ADOPTING A REVISED OFFICIAL ZONING DISTRICT MAP

SECTION 1. The Zoning Map of the City of Lake Elmo established by the City Code, Section 154.351 is amended by deleting the existing Lake Elmo Zoning Map and adopting a new official Zoning Map which is attached and incorporated herein as Exhibit "A".

SECTION 2. Effective Date. This ordinance shall become effective immediately upon adoption and publication in the official newspaper of the City of Lake Elmo.

SECTION 3. Adoption Date. This Ordinance 08-117 was adopted on this 21st day of April 2015, by a vote of ___ Ayes and ___ Nays.

LAKE ELMO CITY COUNCIL

Mike Pearson, Mayor




















ATTEST:

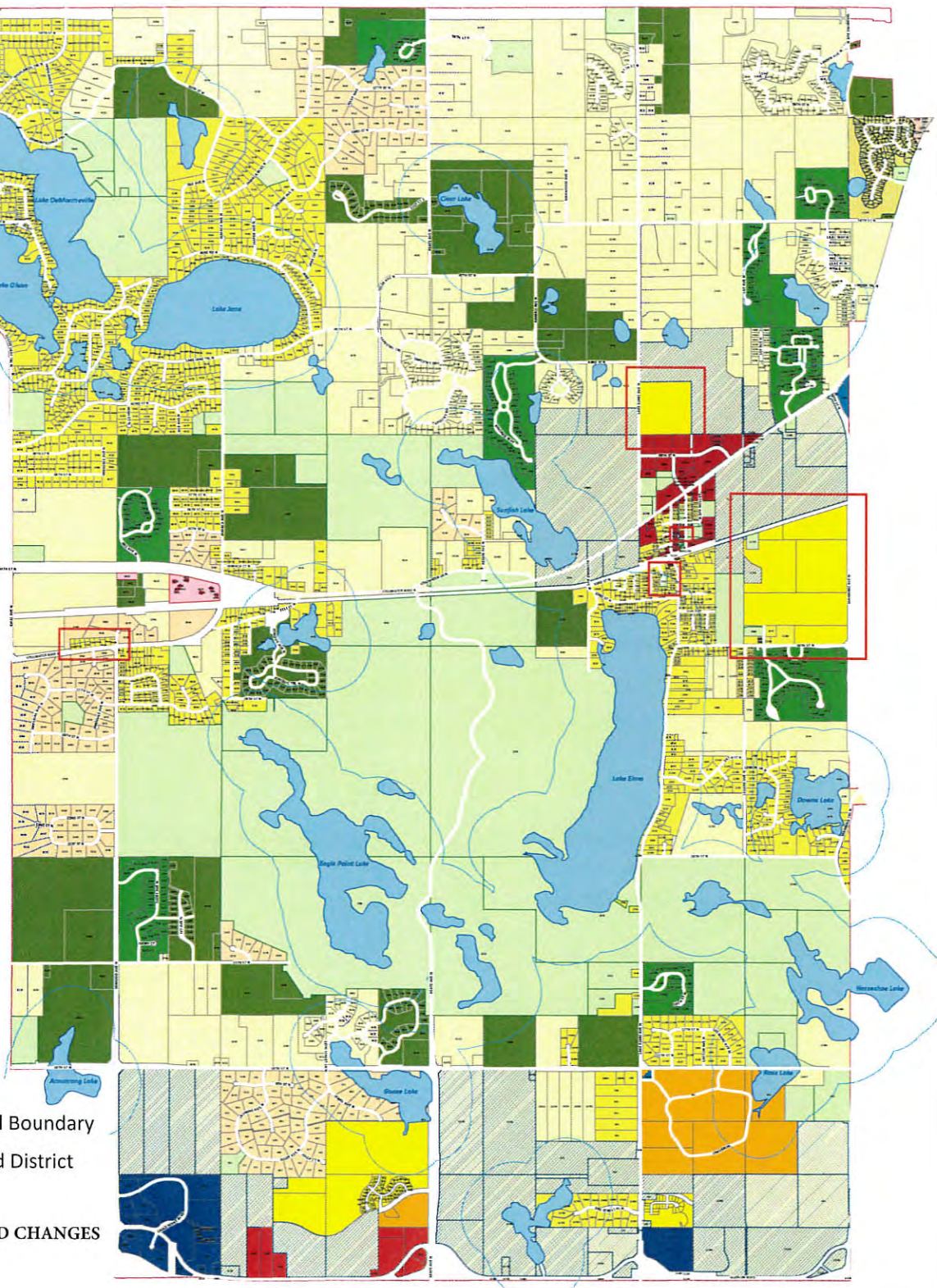
Adam Bell, City Clerk

This Ordinance 08-117 was published on the ____ day of _____, 2015.



ZONING DISTRICTS

-  A
-  BP
-  C
-  CC
-  GB
-  LC
-  LC-PUD
-  LDR
-  MDR
-  OP
-  PF
-  R2-PUD
-  RE
-  RR
-  RS
-  RT
-  Municipal Boundary
-  Shoreland District
-  PROPOSED CHANGES



Sources: Washington County & Metro GIS
3-17-2015

Official Zoning Map

Proposed



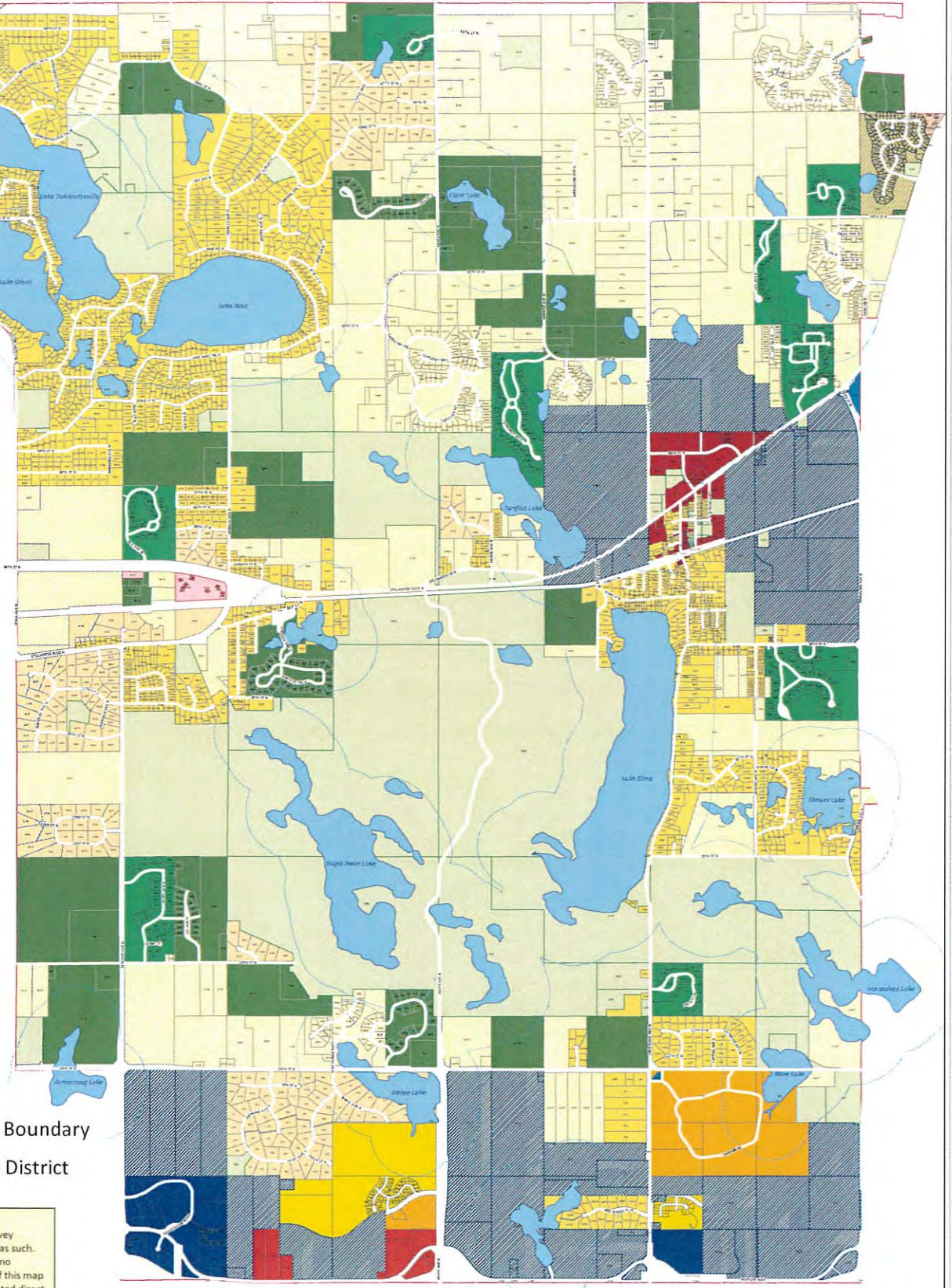


ZONING DISTRICTS

- A
- BP
- C
- CC
- GB
- LC
- LC-PUD
- LDR
- MDR
- OP
- PF
- R2-PUD
- RE
- RR
- RS
- RT

- Municipal Boundary
- Shoreland District

Data Disclaimer:
 This map is not a boundary survey and is not intended to be used as such. The City of Lake Elmo assumes no liability for the completeness of this map or responsibility for any associated direct, indirect, or consequential damages that may result from its use or misuse.



Sources: Washington County & Metro GIS
 1-9-2015

Official Zoning Map





MAYOR & COUNCIL COMMUNICATION

DATE: April 21, 2015
CONSENT
ITEM # 7

AGENDA ITEM: Easton Village Developer’s Agreement – Affirm Final Contract Language and Approve Potential Assignment of Agreement to OP4 Easton Village, LLC (Excelsior Group)

SUBMITTED BY: Kyle Klatt, Community Development Director

THROUGH: Dean Zuleger, City Administrator

REVIEWED BY: Jack Griffin, City Engineer
Dave Synder, City Attorney
Nick Johnson, City Planner

SUGGESTED ORDER OF BUSINESS:

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

POLICY RECCOMENDER: The City Council approved a Development Agreement for Easton Village at its March 3, 2015. This approval was contingent upon final review and approval by the City Attorney, who has requested that the final document be brought back to the Council for final conformation. Staff is also recommending that the Council grant approval a potential assignment of the development contract to OP4 Easton Village, LLC (Excelsior Group) in advance of a potential sale of the Easton Village Phase 1 area to this development company.

FISCAL IMPACT: Direct Payments to Developer – None: there are no City payments for oversizing of utilities or for other reasons included in the agreement. Although the construction plans include oversizing of some infrastructure, the developer has previously agreed to absorb these costs as part of the City’s 39th Street Sewer assessment project. Future financial impacts include maintenance of streets, trails, sanitary sewer mains, watermains and other public infrastructure, maintenance of storm water ponding areas (after three years), monthly lease payments for street light, and other public financial responsibilities typically associated with a new development.

The assignment of the agreement to another party does not alter any of the obligations, securities, cash payments, or other provisions of the agreement.

SUMMARY AND ACTION REQUESTED: The City Council is being asked to affirm the final language to be included in the developer's agreement for Easton Village and approve a potential assignment of the agreement to OP4 Easton Village, LCC upon the finalization of an agreement to purchase the subject property from Easton Village, LLC (Tom Wolter). The agreement has gone through a final round of reviews by City Staff, the developer, and the City Attorney, and the final document is being presented to the City Council for final review. If this item is pulled from the consent agenda, the recommended motion to take action on the request is as follows:

“Move to affirm the final language to be included in the developer’s agreement for Easton Village and to approve a potential assignment of the agreement from Easton Village, LLC to OP4 Easton Village, LCC upon the finalization of an agreement to purchase the subject property”

LEGISLATIVE HISTORY/STAFF REPORT: The City Council has previously approved a developer's agreement for Easton Village contingent upon the City Attorney completing a final review of the document. The City Council was especially concerned that the provision in the agreement concerning development reimbursement for future railroad crossing improvements be reviewed with final input from the City Attorney before the agreement was executed. Since the Council's March 3, 2015 meeting, the developer has requested minor revisions to a few sections of the document, and Staff has suggested some minor changes as well. All changes since the document was conditionally approved by the City Council have been tracked in the attached document, and can be summarized as follows:

- Minor corrections as recommended by the City Engineer since the Council review of this item.
- Adjusted construction costs for Streets and Erosion Control as per the recommendation of the City Engineer.
- Section 29 concerning railroad crossing improvements and developer contributions for the future crossing improvements has been modified from the version presented to the City Council. The attached agreement includes revisions to change the fee from a REC-unit based fee to one that is now calculated based on an overall percentage of the costs for contributing parcels. A table has also been added to the agreement to document the calculations used to determine the share for all benefitting parcels. The new calculation resulted in a very small increase to the developer's required cash contribution for this item.
- Section 30 (E) has been revised at the request of the developer to allow a letter of credit to be used for the required temporary access road removal security. It also notes that the developer may elect to renew this security as part of future project phases.

- An additional provision has been added to the railroad crossing portion of the agreement (Section 29, Subpart C) that clarifies the procedure to be used in case the costs of the crossing exceeds the amount estimated in the agreement.
- The developer has provided a detailed cost estimate regarding the future work necessary to remove the temporary access road that resulted in a modest increase to the original estimate for this work.

Please note that the developer requested that a new provision be added to Section 22 to lock in the SAC and WAC charges at the present amount for future project phases within the development. This change is not recommended by Staff and has not been included as part of the final document.

All other terms and conditions of the agreement are unchanged from the version presented on march 3rd.

Since the previous Council discussion on this matter, the developer has indicated that he is working towards a potential sale of the first addition to another land development company as noted above. The attached letter from the Excelsior Group explains that Excelsior Group is planning to purchase the first phase of the project and would like to assume responsibility for all of the work specified in the agreement. Under the terms of the agreement, the developer has the right to request an assignment of his rights to another party. In order to facilitate a future land transfer to OP4 Easton Village, LLC, Staff is recommending that the City Council take formal action to grant the potential assignment to this company. This action does not change any of the developer's requirements under the agreement, it simply clarifies who the developer is that will be constructing the improvements and furnishing all required securities for the project.

BACKGROUND INFORMATION (SWOT):

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

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

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

Opportunities: The proposed improvements will provide for infrastructure connections to adjacent properties.

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

RECOMMENDATION: Based on the above Staff report, Staff is recommending that the City Council conform that the revisions to the developer's agreement for Easton Village (as documented in the updated agreement) are consistent with the City's conditional approval of the agreement at a previous meeting and to approve a potential assignment of the agreement to OP4

Easton Village, LCC (Excelsior Group) upon the finalization of an agreement to purchase the subject property from Easton Village, LLC (Tom Wolter). If this item is pulled from the consent agenda, the suggested motion to adopt the Staff recommendation is as follows:

“Move to affirm the final language to be included in the developer’s agreement for Easton Village and to approve a potential assignment of the agreement from Easton Village, LLC to OP4 Easton Village, LCC upon the finalization of an agreement to purchase the subject property”

ATTACHMENTS:

1. Letter from Excelsior Group – April 16, 2015
2. Easton Village Developer’s Agreement – Final Draft (with revisions tracked)

EXCELSIOR

❖ *The Excelsior Group*

April 16, 2015

Dean Zuleger
City Administrator
City of Lake Elmo

Re: Easton Village Development

Dean,

I appreciate your time yesterday to discuss the Easton Village development and our potential involvement in that project going forward.

The Excelsior Group, through one of its' affiliated companies, has entered into an agreement with Easton Village, LLC to purchase the first phase (71 lots) of the Easton Village development. We are currently going through our due diligence of the planned purchase, to ensure that our assumptions regarding the purchase are accurate. As part of this process, we have met with the project engineer, the contractor, the city, and other stakeholders. We anticipate completing our due diligence process by the end of April, with a planned closing the first part of May. There remain a few open items that need to be resolved before we can proceed to closing, but we feel these will be resolved.

As you know, the Excelsior Group, through an affiliated company, is in the process of completing the Boulder Ponds development in Lake Elmo. We felt that this existing relationship with the city of Lake Elmo would make all stakeholders more comfortable with the contemplated purchase of Easton Village. The Excelsior Group is a local investment company that invests in various types of real estate, mainly in the twin cities area. A segment of our business is the development of single family residential lots for sale to well established independent builders. We also provide financing for independent builders, so that they can grow their business, we truly want to be partners with the builders that we work with.

Our intention regarding Easton Village is to simply step into the shoes of Easton Village, LLC, and complete the development as designed. We would assume the responsibilities of the developer as they relate to the phase 1 improvements, including the installation of the water and sewer mains that will serve the area. We would assume the Development Agreement and post the surety required as part of that agreement. We are in the process of pulling together a pool of builders, from the builders that we work with, to build homes in Easton Village. We anticipate that we will have 2 – 4 independent builders building in Easton Village. We intend to begin construction of the infrastructure this spring, with the hope that our pool of builders can begin construction on their homes by late summer.

We will establish a Homeowners Association in Easton Village for the purpose of maintaining the entrance monument and any other common spaces that require maintenance. In addition, there will be architectural requirements that our builders will need to adhere to, this will ensure that the development is aesthetically pleasing.

We request, that as part of the approval of the Development Agreement, the city approve the potential assignment of said agreement to our affiliated entity, OP4 Easton Village, LLC. This approval will allow us to keep the process moving.

Should you have any other questions or concerns, please do not hesitate to contact me.

Sincerely,

A handwritten signature in black ink, appearing to be 'BS', with a long horizontal flourish extending to the right.

Ben Schmidt
Vice President

The Excelsior Group
612-259-0375

(reserved for recording information)

DEVELOPMENT CONTRACT

(Public sewer and water)

Easton Village

AGREEMENT dated _____, 2015, by and between the **CITY OF LAKE ELMO** a Minnesota municipal corporation ("City"), and Easton Village, LLC (the "Developer").

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

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. Sanitary Sewer - Eastern Village Trunk Sewer Line
- D. Watermain
- E. Surface Water Facilities (pipe, ponds, rain gardens, etc.)
- F. Grading and Erosion Control
- G. Sidewalks/Trails
- H. Street Lighting
- I. Underground Utilities
- J. Street Signs and Traffic Control Signs
- K. Landscaping and Street Trees
- L. Tree Preservation and Reforestation
- M. Wetland Mitigation and Buffers
- N. 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 39th 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 ~~number~~ percentage of the overall number of Residential Equivalency Connection (REC) units ~~associated with the development~~ planned for developments that will directly access the Village Parkway minor collector road between State Highway 5 and 30th Street divided by the estimated overall project costs. The City will request that Aall future development projects ~~that connecting~~ directly to Village Parkway ~~shall also be required to contribute in a similar manner~~ 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 \$62,69363,000 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 divided multiplied by 12.6% (71 units out of 562) 566 benefitting REC units = \$833 per REC unit payment multiplied by 71 REC units within the Plat \$63,000.

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

<u>Parcel ID(s)</u>	<u>REC Unit Count</u>	<u>Percentage</u>	<u>Total Costs</u>
<u>13.029.21.14.0002</u>	<u>217</u>	<u>38.6%</u>	<u>\$193,000</u>
<u>13.029.21.42.0001</u>			
<u>13.029.21.41.0001</u>			
<u>13.029.21.13.0001</u>			
<u>13.029.21.43.0004</u>	<u>100</u>	<u>17.8%</u>	<u>\$89,000</u>
<u>13.029.21.44.0002</u>			
<u>13.029.21.12.0001</u>	<u>170</u>	<u>30.2%</u>	<u>\$151,000</u>
<u>13.029.21.14.0002</u>			
<u>13.029.21.24.0001</u>	<u>75</u>	<u>13.4%</u>	<u>\$67,000</u>
<u>Totals</u>	<u>562</u>	<u>100%</u>	<u>\$500,000</u>

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.

29.30. 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, G, Part of 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 32nd 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 an letter of credit or cash escrow to the City in the amount of (\$26,246,27,870) 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.

30.31. 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.

31.32. 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).

32.33. 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..

33.34. 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.

34.35. 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.

35.36. 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 ~~\$4,435,1444,318,894~~. The amount of the security was calculated as follows:

CONSTRUCTION COSTS:

Streets	\$449,489 <u>526,489</u>
Sanitary Sewer	\$293,960
Eastern Village Trunk Sewer <u>and Watermain</u>	\$624,924
Watermain	\$303,289
Surface Water Facilities (pipe, ponds, rain gardens, etc.)	\$585,943
Grading	\$728,739
Erosion Control	\$52,678 <u>668,678</u>
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
Construction Sub-Total	<u>\$3,455,115</u><u>3,548,115</u>
Total Project Securities (at 125% Construction Costs)	<u>\$4,318,894</u><u>4,435,144</u>

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.

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

A. Up to 50%, or \$2,159,4472,217,572 of the security provided in accordance with paragraph 32. above may be released when: (1) Developer's obligations under this Agreement have been completed and the Public Improvements have been found to be complete to the satisfaction of the City including all corrective work for any identified punch list items, but not including the final wear course; and (2) completion of the Improvements is done to the satisfaction of the City and evidence of such is provided by the City in writing and satisfactory evidence of payment, such as lien waivers are provided.

B. Up to an additional 25%, or \$1,079,7241,108,786 of the security provided in accordance with paragraph 32. above may be released when: (1) Developer's obligations under this Agreement have been completed and the Improvements have been found to be complete to the satisfaction of the City including all corrective work for any identified punch list items and including the final wear course;

and (2) Improvements are accepted by the City in writing and satisfactory evidence of payment, such as lien waivers, are provided.

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

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

Sewer Availability Charge (SAC)	\$213,000
Water Availability Charge (WAC)	\$213,000
Park Dedication	N/A
<u>Railroad Crossing Improvement Contribution</u>	<u>\$62,693,630,000</u>
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)
Total Cash Requirements	<u>\$557,172.52 557,479.52</u>

37. NOTICES. Required notices to the Developer shall be in writing, and shall be either hand delivered to the Developer, its employees or agents, or mailed to the Developer by certified mail at the following address: 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.

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

CITY OF LAKE ELMO

BY: _____, Mayor

(SEAL)

AND _____, City Clerk

DEVELOPER:

BY: _____
Its

STATE OF MINNESOTA)
 (ss.
COUNTY OF WASHINGTON)

The foregoing instrument was acknowledged before me this _____ day of _____,
2_____, by _____ and by _____, the
Mayor and City Clerk of the City of Lake Elmo, a Minnesota municipal corporation, on behalf of the
corporation and pursuant to the authority granted by its City Council.

NOTARY PUBLIC

STATE OF MINNESOTA)
 (ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day _____ of
_____, 2_____,
_____ the _____
of _____.

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**

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

Dated this _____ day of _____, 2_____.

STATE OF MINNESOTA)
 (ss.
COUNTY OF _____)

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

NOTARY PUBLIC

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

EXHIBIT "A" TO DEVELOPMENT CONTRACT

Legal Description of Property Being Final Platted as Easton Village

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

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 32nd Street North is temporary in nature and will be eliminated at such time that Village Park Way is connected to 30th 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 _____



MAYOR & COUNCIL COMMUNICATION

DATE: April 21, 2015
CONSENT
ITEM # 8

AGENDA ITEM: Sign Variance – 8515 Eagle Point Blvd. N.

SUBMITTED BY: Nick M. Johnson, City Planner

THROUGH: Dean Zuleger, City Administrator

REVIEWED BY: Planning Commission
Kyle Klatt, Community Development Director
Washington County Public Works

SUGGESTED ORDER OF BUSINESS (should the item be removed from the Consent Agenda):

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

POLICY RECCOMENDER: Planning Commission

FISCAL IMPACT: None

SUMMARY AND ACTION REQUESTED: The City has received a request from BDH + Young, 7001 France Ave. S., Edina, MN, on behalf of Eagle Point Medical, LLC to allow for the construction of a permanent ground sign at the Eagle Point Medical Center, 8515 Eagle Point Blvd. N., that exceeds the maximum permitted height by four feet. The proposed sign would be located along Inwood Ave. N. in the southwest corner of the site. To consider the request, the Planning Commission held a public hearing on April 13, 2015. The Planning Commission is unanimously recommending approval of the proposed variance. Should the item be removed from the Consent Agenda, the motion to take the recommended action on the request is as follows:

“Move to adopt Resolution No. 2015-28, approving a variance to allow for the construction of a 16-foot tall ground sign along Inwood Ave. N. at the Eagle Point Medical Center.”

BACKGROUND INFORMATION:

On behalf of Eagle Point Medical, LLC, BDH + Young has submitted a variance to allow for a permanent ground sign at the Eagle Point Medical Center that exceeds the maximum permitted height by 4 feet. According to the City's signage provisions, the maximum height ground sign allowed at the Eagle Point Medical Center site would be 12 feet. The applicants are proposing a ground sign that is 16 feet in height, but otherwise complies with all other elements of the Sign Ordinance. The proposed 16-foot tall sign would be located in the southwest corner of the site along Inwood Ave N. (CSAH 13). The applicants have submitted the variance request based on two unique circumstances on their property:

- 1) The existence of a 40-foot wide drainage and utility easement causes the ground sign to be located further from Inwood Ave. N. than would otherwise be required under the City's Sign Ordinance, reducing visibility for the proposed sign; and
- 2) The existing topography of the site creates a situation where the base of the proposed ground sign is lower in elevation than Inwood Ave., as the site is lower than the adjacent roadway, causing further challenges for visibility.

The details of the staff review of the variance can be found in Attachment #2, which is the staff report to the Planning Commission.

In addition to the staff review, the proposed variance was reviewed by Washington County, as Inwood Ave. (CSAH 13) is a County roadway. The County's review comments are found in Attachment #8. The County noted no objection to the proposed variance.

PLANNING COMMISSION REPORT:

The Planning Commission reviewed the proposed variance on April 13, 2015. In addition, a public hearing was held on that date. During the public hearing, no testimony was received and no other written comments were submitted to staff. After discussion of the proposed ground sign and the requested variance, the Planning Commission unanimously recommended approval of the variance request (Vote: 7-0). Further detail of the Planning Commission discussion can be found in the draft Planning Commission minutes.

STRENGTHS, WEAKNESSES, OPPORTUNITIES, THREATS:

Strengths: In the judgment of the Planning Commission and staff, the circumstances on the property are unique and are not created by the landowner. The request represents a reasonable use of the property. The variance would allow the landowner to construct a ground sign that would allow for visibility to Inwood Ave. given the unique circumstances of the property.

Weaknesses: Some argue that variances set precedent for future cases, and thereby encourage additional variance applications. However, under Statute, each variance case must be evaluated on its own merits, and one case does not set precedent for another. In addition, the subject property has multiple unique circumstances that would be unlikely duplicated on other properties in the City.

Opportunities: N/A

Threats: N/A

PLANNING COMMISSION RECOMMENDATION:

Based on the aforementioned, the Planning Commission and staff are recommending that the City Council approve the proposed variance to allow for a permanent ground sign that exceeds the maximum permitted height by 4 feet. Should the item be removed from the Consent Agenda, the motion to take the recommended action on the request is as follows:

“Move to adopt Resolution No. 2015-28, approving a variance to allow for the construction of a 16-foot tall ground sign along Inwood Ave. N. at the Eagle Point Medical Center.”

ATTACHMENTS:

1. Resolution No. 2015-28
2. Staff Report to the Planning Commission, 4/13/15
3. Location Map
4. Application Forms and Project Narrative
5. Proposed Ground Sign, Site Sections and Site Plan
6. Existing Conditions Survey
7. Site Photos
8. Washington County Review Email

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

RESOLUTION NO 2015-28

*A RESOLUTION APPROVING A VARIANCE TO ALLOW FOR THE CONSTRUCTION OF A
16-FOOT TALL PERMANENT GROUND SIGN AT 8515 EAGLE POINT BOULEVARD*

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

WHEREAS, BDH + Young, 7001 France Ave. S., Suite 200, Edina, MN (the “Applicant”), on behalf of Eagle Point Medical, LLC, has submitted an application to the City of Lake Elmo (the “City”) for a variance to allow for a permanent ground sign at the Eagle Point Medical Center, 8515 Eagle Point Blvd. N., that exceed the maximum permitted height by four feet.

WHEREAS, notice has been published, mailed and posted pursuant to the Lake Elmo Zoning Ordinance, Section 154.109; and

WHEREAS, the Lake Elmo Planning Commission held a public hearing on said matter on April 13, 2015; and

WHEREAS, the Lake Elmo Planning Commission has submitted its report and recommendation to the City Council as part of a Staff Memorandum dated April 21, 2015; and

WHEREAS, the City Council considered said matter at its April 21, 2015 meeting.

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

FINDINGS

- 1) That the procedures for obtaining said Variance are found in the Lake Elmo Zoning Ordinance, Section 154.109.
- 2) That all the submission requirements of said Section 154.109 have been met by the Applicant.
- 3) That the proposed variance includes the following components:
 - a) A variance to allow for the construction of a 16-foot tall permanent ground sign at 8515 Eagle Point Blvd. N., exceeding the maximum height allowed by 4 feet.
- 4) That the Variance will be located on property legally described as follows: Lot 1, Block 1 of Eagle Point Business Park 7th Addition, Washington County, Minnesota. PID: 33.029.21.42.0014.
- 5) That the strict enforcement of Zoning Ordinance would cause practical difficulties and that the property owner proposes to use the property in a reasonable manner not permitted

by an official control. *Specific findings: Increasing the height of a proposed ground sign from 12 feet to 16 feet represents a reasonable use of the property. The property is zoned Business Park and is surrounded by other commercial uses. The variance to allow a taller ground sign in this location does not present an unreasonable use.*

- 6) That the plight of the landowner is due to circumstances unique to the property not created by the landowner. *Specific findings: The existence of a 40-foot drainage and utility easement along the west property boundary and Inwood Ave. represents a unique circumstance not created by the landowner. The easement causes the ground sign to be setback much further than would ordinarily be required by the City's Zoning Code. In addition, the existing topography of the site is at a lower elevation than Inwood Ave., creating additional challenges of visibility. The topography of the site represents an additional unique circumstance not created by the landowner.*
- 7) That the proposed variance will not alter the essential character of the locality in which the property in question is located. *Specific findings: The location of the Eagle Point Medical building is in an area that is predominantly comprised of commercial uses. Ground signs and other types of signage are common along the Inwood Ave. corridor near the subject property. Increasing the height of the ground sign from 12 feet to 16 feet will not alter the essential character of the locality.*
- 8) That the proposed variance will not impair an adequate supply of light and air to property adjacent to the property in question or substantially increase the congestion of the public streets or substantially diminish or impair property values within the neighborhood. *Specific findings: The proposed variance will not impair an adequate supply of light and air to any properties adjacent to the Eagle Point Medical site. The proposed ground sign will not present additional congestion on public streets, or substantially diminish or impair property values within the neighborhood.*

CONCLUSIONS AND DECISION

Based on the foregoing, the Applicant's application for a Variance is granted.

Passed and duly adopted this 21st day of April 2015 by the City Council of the City of Lake Elmo, Minnesota.

Mike Pearson, Mayor

ATTEST:

Adam Bell, City Clerk



PLANNING COMMISSION
DATE: 4/13/15
AGENDA ITEM: 4A – PUBLIC HEARING
CASE # 2015-14

ITEM: Sign Variance – 8515 Eagle Point Boulevard North
SUBMITTED BY: Nick Johnson, City Planner
REVIEWED BY: Kyle Klatt, Community Development Director
Washington County Public Works

SUMMARY AND ACTION REQUESTED:

The Planning Commission is being asked to hold a public hearing to consider a request from BDH + Young on behalf of Eagle Point Medical, LLC, for a variance to allow a 16-foot tall ground sign. The maximum ground sign height for the subject property according to the City’s Sign Ordinance is 12 feet. Staff is recommending that the Planning Commission recommend approval of the variance request based on the findings listed in the Staff Report.

GENERAL INFORMATION

Applicant: BDH + Young (Patrick Giordana), 7001 France Ave. N., Suite 200, Edina, MN 55435
Property Owners: Eagle Point Medical, LLC (Mark Davis), 222 South 9th Street #3255, Minneapolis, MN 55402
Location: Part of Section 33, Township 29 North, Range 21 West in Lake Elmo, at the southeast corner of Inwood Avenue (CSAH 13) and Eagle Point Boulevard. Address: 8515 Eagle Point Blvd. N., Lake Elmo, MN, 55042. PID Number: 33.029.21.42.0014
Request: Variance – Accessory Building Forward of the Primary Structure and within the Front Yard Setback.
Existing Land Use: Medical Facilities
Existing Zoning: BP – Business Park
Surrounding Land Use: Offices and Financial Institution
Surrounding Zoning: BP – Business Park
Comprehensive Plan: Business Park
Proposed Zoning: No Change
History: The subject property was platted as part of the Eagle Point Business Park 7th Addition in 2006. The Eagle Point Medical Center was approved as part of a Preliminary and Final PUD Plan in 2014 (Resolution 2014-54).

Deadline for Action: Application Complete – 3/30/15
 60 Day Deadline – 5/29/15
 Extension Letter Mailed – No
 120 Day Deadline – 7/28/15

Applicable Regulations: 154.212 – Sign Regulations
 154.109 – Variances (Administration and Enforcement)

REQUEST DETAILS

The City of Lake Elmo has received a request from BDH + Young on behalf of Eagle Point Medical, LLC for a variance to allow a ground or monument sign that exceeds the maximum height allowed under the City Sign Ordinance. Under the City’s ordinance, the maximum height for a ground sign in this location would be 12 feet. The applicant is requesting a variance to allow a 16-foot high ground sign, exceeding the maximum height by 4 feet.

The applicant has provided a written statement to the City indicating the reason for the variance request. The written statement includes a narrative addressing how the proposed variance meets the 4 required findings to grant a variance under the City’s Zoning Code and State Statute.

BACKGROUND

The subject property is located at the southeast corner of the intersection of Inwood Avenue (CSAH 13) and Eagle Point Boulevard. The attached location map (Attachment #1) highlights the location of the parcel. The parcel has been platted as part of the Eagle Point Business Park and is 3.77 acres in size. The subject property and surrounding properties are zoned BP – Business Park. In terms of land use, the surrounding properties are mostly comprised of offices and other commercial uses. It should be noted that the Eagle Point Medical Center was approved in 2014, and is still under construction.

In terms of the physical characteristics of the property, the building is located in the northern portion of the site, while the parking area is located in the southern half. Storm water infiltration areas are located along the eastern side of the site. The site has street frontage on both the north and west sides, facing Eagle Point Blvd. and Inwood Ave. (CSAH 13) respectively. The main entrance to the building faces the south side of the site adjacent to the parking lot. The attached site plans provide detailed information about the specific elements of the property.

PLANNING AND ZONING ISSUES

In reviewing the applicable codes and planning considerations that apply to the subject property, Staff would like the Planning Commission to consider the following as it reviews this request:

- **Ground Signs.** According to the City’s Sign Ordinance, the allowance for ground signs in commercial zoning districts are dictated by the total number of traffic lanes and speed limit of the adjacent roadway. In the case of the subject property, the adjacent roadway used to determine the allowable height and area for a ground sign would be Inwood Avenue. Inwood Avenue is a 4-lane roadway, with lane expansions occurring to accommodate turn lanes at intersections and driveways. In addition, the speed limit of Inwood Ave. is 55 miles per hour. This number of traffic lanes and speed limit allow for a ground sign that is 12 feet in

height and 80 square feet in area, the maximum size ground sign allowed in the City's Sign Ordinance. It should be noted that the ground sign proposed by the applicant complies with the Sign Ordinance with regards to sign area. The area of commercial message is approximately 76 square feet. In addition, the electronic variable message sign is approximately 21 square feet, thereby not exceeding the maximum size of 40% of size area.

- **Site Topography.** As noted in the applicant's narrative and shown on the various site plans provided, the elevation of the site at 8515 Eagle Point Blvd is lower than the Inwood Ave. roadway. According to the narrative, site plans and site section, the base elevation of the sign is approximately 4 feet below the elevation of passing vehicles on Inwood Avenue. To determine if this elevation was an existing condition or a result of the grading of the site, staff reviewed the topographical survey for the property. This survey (Attachment #4) was provided at the time of the preliminary and final development approvals for the Eagle Point Medical Center. The existing conditions survey reveals that the site was indeed lower than the roadway prior to the limited grading and construction of the site. This review confirms that the elevation was an existing condition not created by the landowner. In addition to reviewing the topographical survey, staff also visited the site to observe the location of the proposed sign and the elevation/visibility. The site visit confirmed that the proposed sign location is lower than Inwood Avenue in terms of elevation.
- **Drainage and Utility Easement.** The Eagle Point Medical site was originally platted as part of Eagle Point Business Park 7th Addition. When the site was platted, a 40-foot drainage and utility easement was dedicated along the western property line. The easement area contains both sanitary sewer (8-inch) and watermain (12-inch). As noted in the applicant's narrative, easement areas include restrictions as to what type of improvements can be constructed within easement areas. The applicant is correct in that a permanent ground sign would not be allowed to be constructed within the easement, especially since existing sewer and watermain are located within the easement. In terms of visibility of a sign, the utility easement does present a challenge, as the typical setback for a ground sign is the height of the sign. In other words, if a ground sign were 10 feet tall, the required setback would be 10 feet. In the case of Eagle Point Medical, the required setback is nearly 3 times greater due to the existence of the 40-foot utility easement. Similar to the topography of the site, the location of the existing utilities and easement is a situation not created by the landowner, an important test when considering a variance request.
- **Berming and Landscaping.** It should also be noted that one issue affecting visibility and is related to the elevations is the berming and landscaping that is currently in place near the property line and within the Inwood Ave right-of-way. The berming is directly related to the elevation challenges as noted by the applicant and has been discussed. On the other hand, the landscaping on the site along Inwood Ave. includes multiple trees that also reduce visibility. There is no doubt that the landscaping and trees are an amenity to the site and the overall business park. This landscape design is in keeping with the character that Lake Elmo would like to present, supporting natural viewsheds whenever possible and installing significant trees and plantings. These plantings are a value for the property and the community. However, it is also true that these reduce visibility for ground and other types of signage that commercial businesses utilize for identification purposes. Staff does not view this as a driving factor for the variance application, but rather as information that informs the context of the site and motives of the applicant.

- **Washington County Review.** The Variance request was sent to Washington County Public Works. County Planner Ann Terwedo confirmed that the County does not have any objections to the variance request, as the sign does not conflict with traffic or sight distance on Inwood Avenue. The Washington County Review can be found in Attachment #6.

Finally, although it does not have a significant bearing on the review of the variance, Staff would note that the masonry contractor for the Eagle Point Medical project has already built the base and column for the proposed sign. The existence of the base was discovered upon the visit of the site. This work was completed prior to any sign permit being issued for the monument sign. In raising this question with the applicant, they noted that all monument signs were on the approved building plans for the Eagle Point Medical building. In viewing the sign on the approved plans, the masonry contractor incorrectly thought that approval for the signs was provided. In reviewing the approved building plans, the applicant is correct that the monument signs are on the approved plans. Staff views this as a simple misunderstanding between the applicants and contractors.

REVIEW AND ANALYSIS

An applicant must establish and demonstrate compliance with the variance criteria set forth in Lake Elmo City Code Section 154.017 before an exception or modification to city code requirements can be granted. These criteria are listed below, along with comments from Staff regarding applicability of these criteria to the applicant's request.

- 1) **Practical Difficulties.** A variance to the provision of this chapter may be granted by the Board of Adjustment upon the application by the owner of the affected property where the strict enforcement of this chapter would cause practical difficulties because of circumstances unique to the individual property under consideration and then only when it is demonstrated that such actions will be in keeping with the spirit and intent of this chapter. Definition of practical difficulties - "Practical difficulties" as used in connection with the granting of a variance, means that the property owner proposes to use the property in a reasonable manner not permitted by an official control.

Under this standard, the City would need to find that the placement of the proposed accessory structure in the proposed location is a reasonable use of the property.

***FINDINGS:** Increasing the height of a proposed ground sign from 12 feet to 16 feet represents a reasonable use of the property. The property is zoned Business Park and is surrounded by other commercial uses. The variance to allow a marginally taller ground sign in this location does not present an unreasonable use. Staff determines that this criterion is met.*

- 2) **Unique Circumstances.** The plight of the landowner is due to circumstances unique to the property not created by the landowner.

In order to demonstrate compliance with this standard, the Planning Commission would need to identify those aspects of the applicant's property that would not pertain to other properties within the same zoning classification.

***FINDINGS:** The existence of a 40-foot drainage and utility easement along the west property boundary and Inwood Ave. represents a unique circumstance not created by the landowner. The easement cause the ground sign to be setback much further than would ordinarily be required by the City's Zoning Code. In addition, the existing topography of the site is at a lower elevation than Inwood Ave., creating additional challenges of visibility. The topography of the site represent an*

additional unique circumstance not created by the landowner. Staff determines that this criterion is met.

- 3) **Character of locality.** The proposed variance will not alter the essential character of the locality in which the property in question is located.

Propose findings for this criterion are as follows:

FINDINGS. *The location of the Eagle Point Medical building is in an area that is predominantly comprised of commercial uses. Ground signs and other types of signage are common along the Inwood Ave near the subject property. Increasing the height of the ground sign from 12 feet to 16 feet will not alter the essential character of the locality. Staff determines that this criterion is met.*

- 4) **Adjacent Properties and Traffic.** The proposed variance will not impair an adequate supply of light and air to property adjacent to the property in question or substantially increase the congestion of the public streets or substantially diminish or impair property values within the neighborhood.

Propose findings for this criterion are as follows:

FINDINGS. *The proposed variance will not impair an adequate supply of light and air to any properties adjacent to the Eagle Point Medical site. The proposed ground sign will not present additional congestion on public streets, or substantially diminish or impair property values within the neighborhood. Staff determines that this criterion is met.*

Please note that the applicant has also provided a set of findings as part of the attached narrative and supporting documentation included with the application.

Considering the potential findings of fact as suggested in the preceding section, Staff is recommending that the Planning Commission recommend approval of the variance request based on the findings noted in items 1-4 above.

RECCOMENDATION:

Staff recommends that the Planning Commission recommend approval of the variance request submitted by BDH + Young on behalf of Eagle Point Medical, LLC given that the request meets the four criteria for a variance. In addition, Washington County has reviewed the variance request and found no conflicts resulting from the proposed sign.

The suggestion motion for taking action on the Staff recommendation is as follows:

“Move to recommend approval of the variance request at 8515 Eagle Point Blvd. to allow for a 16-foot high ground sign at the Eagle Point Medical Center based on the findings identified in the Staff Report.”

ATTACHMENTS:

1. Location Map
2. Application Forms and Project Narrative
3. Proposed Ground Sign, Site Sections and Site Plans
4. Existing Conditions Survey
5. Site Photos
6. Washington County Review Email

ORDER OF BUSINESS:

- Introduction.....Community Development Director
- Report by Staff..... City Planner
- Questions from the Commission..... Chair & Commission Members
- Open the Public Hearing.....Chair
- Close the Public Hearing.....Chair
- Discussion by the Commission..... Chair & Commission Members
- Action by the Commission..... Chair & Commission Members




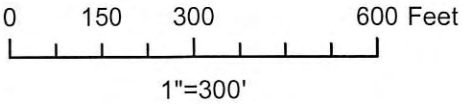
Source: Esri, DigitalGlobe, GeoEye, i-cubed, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community

Location Map: 8515 Eagle Point Blvd. N.



Data Source: Washington County, MN
4-9-2015

 8515 Eagle Point Blvd.



Date Received: _____
Received By: _____
Permit #: _____



651-747-3900
3800 Laverne Avenue North
Lake Elmo, MN 55042

LAND USE APPLICATION

- Comprehensive Plan Zoning District Amend Zoning Text Amend Variance*(see below) Zoning Appeal
- Conditional Use Permit (C.U.P.) Flood Plain C.U.P. Interim Use Permit (I.U.P.) Excavating/Grading
- Lot Line Adjustment Minor Subdivision Residential Subdivision Sketch/Concept Plan
- PUD Concept Plan PUD Preliminary Plan PUD Final Plan

Applicant: BDH+YOUNG PATRICK GIORDANA
Address: 7001 FRANCE AV. SOUTH SUITE 200
Phone # 952-345-8306
Email Address: PGIORDANA@BDHYOUNG.COM

Fee Owner: EAGLE POINT MEDICAL, LLC c/o MARK DAVIS
Address: DAVIS REAL ESTATE SERVICES GROUP 222 SOUTH 9TH ST.
Phone # 612-341-3242 COM. #3255
Email Address: MDAVIS@DAVISREALESTATEMN.V MINNEAPOLIS, MN. 55402

Property Location (Address and Complete (long) Legal Description): 9515 EAGLE POINT BLVD.
LAKE ELMO, MN.

LEGAL DESCRIPTION

LOT 1, BLOCK 1, EAGLE POINT BUSINESS PARK 7TH ADDITION
ACCORDING TO THE RECORDED PLAT THEREOF, WASHINGTON COUNTY,
Detailed Reason for Request: _____ MINNESOTA

VARIANCE REQUEST FOR MONUMENT SIGN HEIGHT

*Variance Requests: As outlined in Section 301.060 C. of the Lake Elmo Municipal Code, the applicant must demonstrate practical difficulties before a variance can be granted. The practical difficulties related to this application are as follows:

SEE ATTACHED

In signing this application, I hereby acknowledge that I have read and fully understand the applicable provisions of the Zoning ordinance and current administrative procedures. I further acknowledge the fee explanation as outlined in the application procedures and hereby agree to pay all statements received from the City pertaining to additional application expense.

Signature of applicant: Patrick Giordana Date: 2/16/15

Signature of fee owner: Mark Davis Date: 2/16/15



7001 France Avenue South
Suite 200
Edina, Minnesota 55435

p 952.893.9020
f 952.893.9299

March 12, 2015

Attn: Nick Johnson
City Planner

The City of Lake Elmo
3800 Laverne Ave. N.
Lake Elmo, MN 55042

Regarding: Eagle Point Medical Center - Variance application

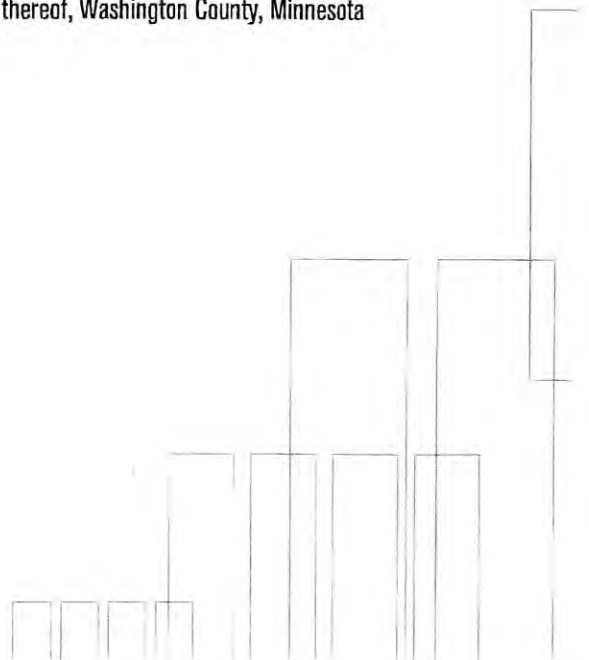
This letter is being provided per the requirements of the City of Lake Elmo Variance procedure and application form.

- a. Property Owner:
Eagle point Medical, LLC
C/O Mark Davis
Davis Real Estate Services Group
222 South 9th Street
Suite #3255
Minneapolis, MN 55402
- b. Legal Description:
Lot 1, Block 1, Eagle Point Business Park 7th Addition, according to the recorded plat thereof, Washington County, Minnesota

Site size:
164,347 S.F. (3.77 Acres)

Zoning district:
Eagle Point Business Park PUD

Proposed use:
30,344 S.F. Multi-tenant single story medical office building
- c. Lake Elmo City Code section from which the variance is being request:
154.212 Table 5-3 Ground Signs





7001 France Avenue South p 952.893.9020
Suite 200 f 952.893.9299
Edina, Minnesota 55435

d. Description of variance request:

The Eagle Point Medical Center building is located at 8515 Eagle Point Boulevard in Lake Elmo Minnesota. The sites westerly property line runs adjacent to Inwood Avenue which offers the most strategic location for both building and monument signage. We have worked with the Planning staff to determine the allowable signage size on both the building and monument sign and our proposed signs meet all the required size criteria.

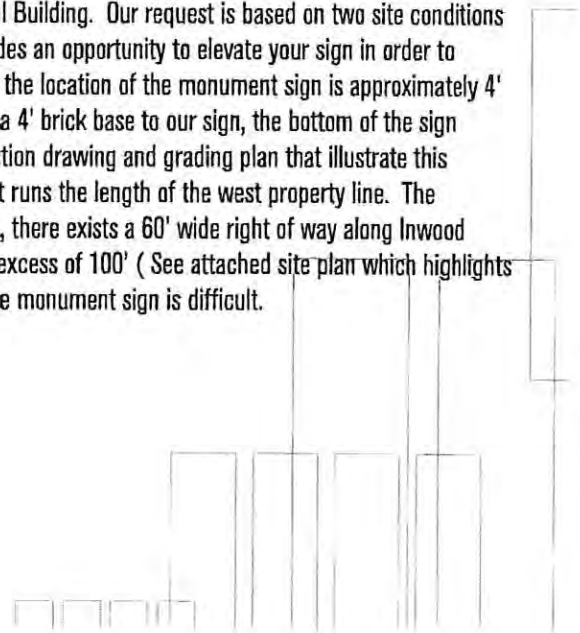
The request for a sign variance is for an additional 4' in height for the proposed monument sign. Our request is based on two site conditions that make visibility of the monument sign difficult. Ideally, a monument sign provides an opportunity to elevate your sign in order to improve the visibility for passing vehicular traffic. The site topography is such that the location of the monument sign is approximately 4' below the surface of the drive lanes on Inwood Avenue. This means that even with a 4' brick base to our sign, the bottom of the sign cabinet is

located at the same elevation as Inwood Avenue. Secondly, the project site includes a large 40' wide utility easement that runs the length of the west property line. The monument sign is not allowed to be constructed in the utility easement. In addition, there exists a 60' wide right of way along Inwood Avenue meaning the total setback of the monument sign from Inwood Avenue is 100'.

e. Pre-application discussions with staff:

Patrick Giordana (bdh + young) project architect, Steve Hirtz (Nordquist Sign Company) and Nick Johnson City Planner for the City of Lake Elmo had a meeting on Tuesday, February 17th to discuss Section 154.212 of the City of Lake Elmo City Code and the allowable signage available for the Eagle Point Medical Center project. We also discussed the criteria for requesting for a variance to the City Code and the application process.

- f. The request for a sign variance is for an additional 4' in height for the proposed monument sign. We are not requesting any increase in sign area for either the monument sign or any wall mounted building signs. Please see the attached monument sign elevation that includes a brick and stone base that compliments the materials used on the Medical Building. Our request is based on two site conditions that make visibility of the monument sign difficult. Ideally, a monument sign provides an opportunity to elevate your sign in order to improve the visibility for passing vehicular traffic. The site topography is such that the location of the monument sign is approximately 4' below the surface of the drive lanes on Inwood Avenue. This means that even with a 4' brick base to our sign, the bottom of the sign cabinet is located at the same elevation as Inwood Avenue (See attached cross section drawing and grading plan that illustrate this condition). Secondly, the project site includes a large 40' wide utility easement that runs the length of the west property line. The monument sign is not allowed to be constructed in the utility easement. In addition, there exists a 60' wide right of way along Inwood Avenue meaning the total setback of the monument sign from Inwood Avenue is in excess of 100' (See attached site plan which highlights these setback conditions) . These two items create a situation where visibility to the monument sign is difficult.

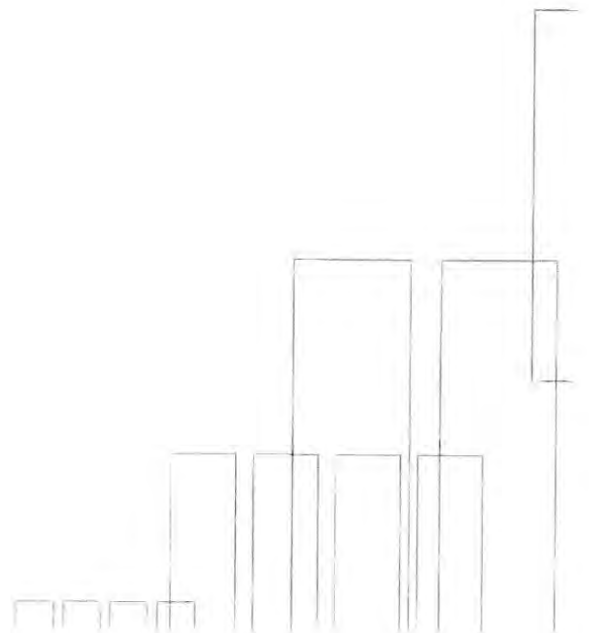




7001 France Avenue South
Suite 200
Edina, Minnesota 55435

p 952.893.9020
f 952.893.9299

- g.** Due to the 40' wide utility easement that runs the entire length of the west property line of the project site, the possible locations for the monument sign were very limited. In addition, the location of existing trees and landscaping within the Inwood Avenue Right-of-Way minimized opportunities for a view corridor to a proposed monument sign. We feel the proposed location offers the only solution that provides building tenant identification and is considerate of the existing landscaping.
- h.** Granting of this variance will not alter the essential character of the neighborhood. We are not requesting additional signage area. The variance request is to allow 4' of additional height due to the site conditions outlined in the narratives above and below.
- i.** Granting of this variance will not impair adequate light and air to adjacent properties and will not impair property values in the neighborhood. The variance will not impact vehicular road congestion of the adjacent public streets.



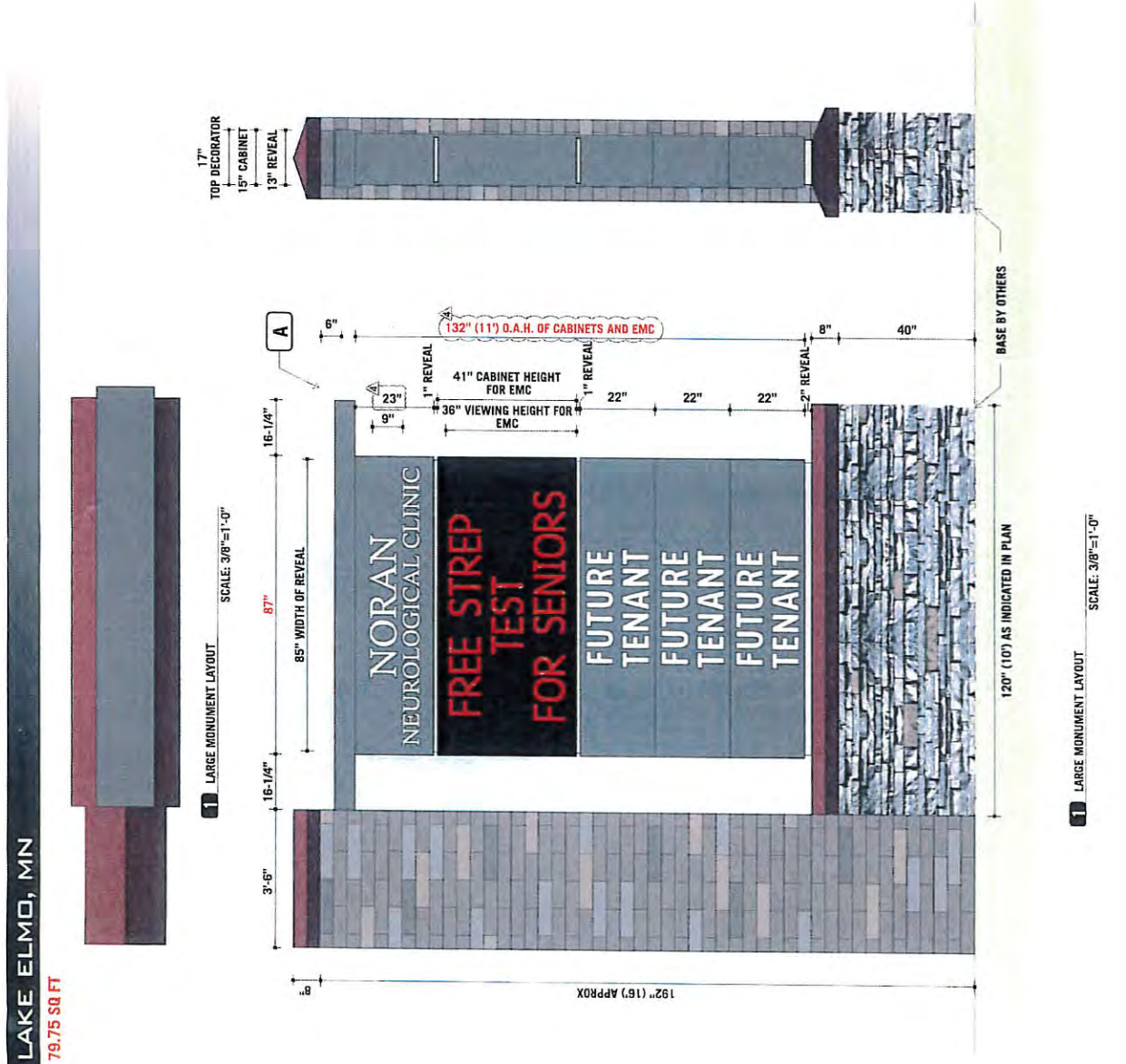
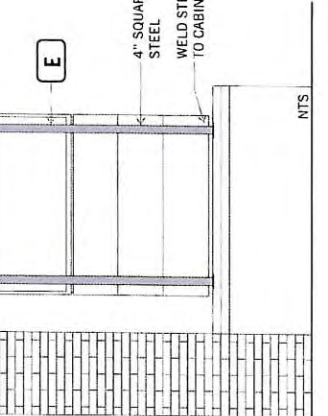
LAKE ELMO, MN
79,775 SQ FT

DESCRIPTION
A - CAP (TOP DECORATOR) - FABRICATED ALUMINUM CAP - PAINTED DARK GREY METALLIC
B - D/F CABINETS - FABRICATED ALUMINUM CABINETS - PAINTED DARK GREY METALLIC - 3/8" ROUTED WHITE PUSH THRU - WHITE LED ILLUMINATION
C - REVEALS - FABRICATED ALUMINUM REVEAL - PAINTED SPARKLE SILVER METALLIC (MP18074)
D - EMC - 19MM MONOCHROME EMC - QTY: 2
E - STEEL SUPPORT - (1) 4" SQ STEEL TUBE BOLTED TO BASE VIA 1/2" PLATE - BASE USES J-BOLTS TO MOUNT CABINET

ELECTRICAL REQUIREMENTS:
 - WHITE LIGHTING LED UNITS
 - MODW-60 POWER SUPPLIES
 - 120V
 - 1 DOUBLE SIDED 19MM MONOCHROME EMC
 ELECTRICAL SERVICE AND CONNECTION BY OTHERS

FINISH SCHEDULE
 MATTHEWS DARK GREY METALLIC
 SPARKLE SILVER METALLIC (MP18074)

1. UPDATE EAGLE POINT FONT
2. REVISE SIGN TO FIT BASE
3. UPDATE NORAN FONT
4. LIMITED USE OF TOP CABINET TO REDUCE SQUARE FOOTAGE TO UNDER 80 SQ FT



945 Pierce Ridge Road, St. Paul, MN 55104
 612.823.7291 877.823.7291
 www.nordquistsign.com

CLIENT:
EAGLE POINT MEDICAL
 LAKE ELMO, MN

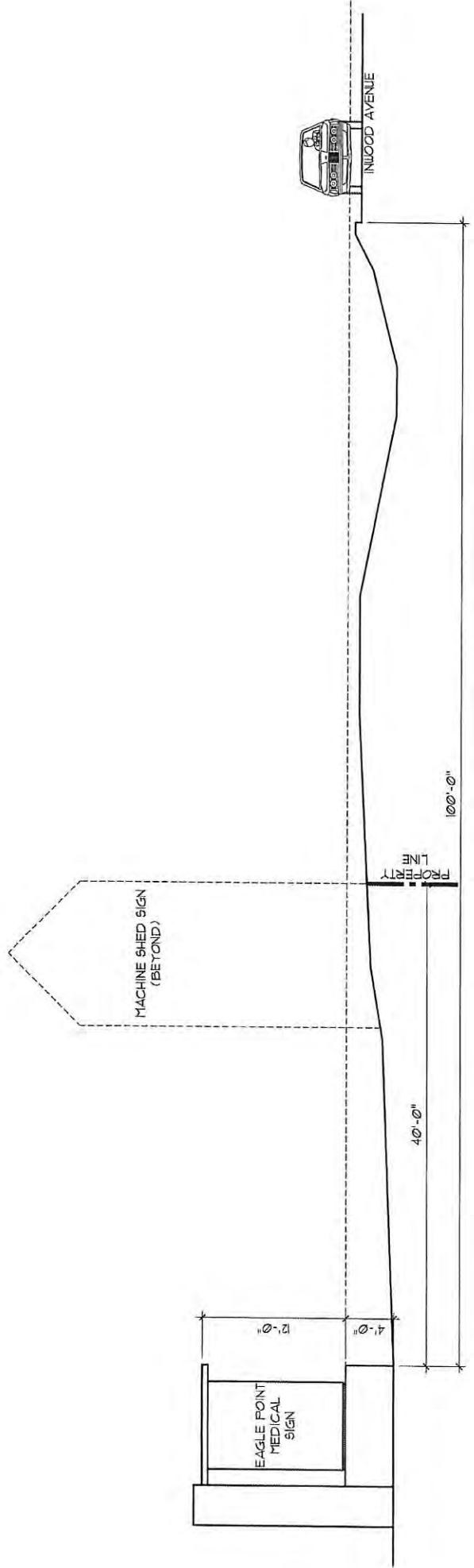
SIGN TYPE:
 LARGE MONUMENT

CUSTOMER APPROVAL
 NAME: _____
 DATE: _____

REV 1: 01.14.15 JS
 REV 2: 01.16.15 JS
 REV 3: 02.12.15 JS
 REV 4: 02.25.15 JJ

SALES: SH PR:
 DESIGN: JS
 DATE: 01.12.15
 DWG: 6092

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1 SITE SECTION
 A100 1/8" = 1'-0"

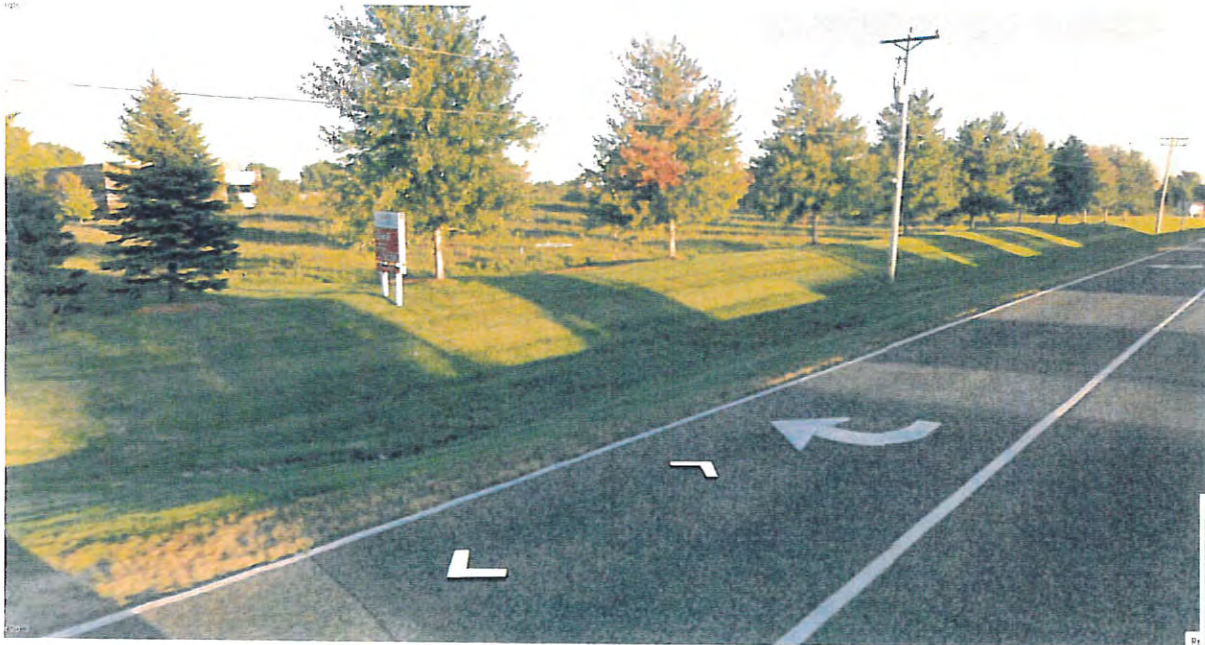


0 100 200 400 Feet

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 2/17/2015



Eagle Point Medical Center Site Visit, 4/1/15



Looking West



Looking Southwest



Looking Northwest



Ground Sign Base

Nick Johnson

From: Ann Pung-Terwedo <Ann.Pung-Terwedo@co.washington.mn.us>
Sent: Wednesday, April 01, 2015 10:56 AM
To: Nick Johnson
Cc: Carol Hanson
Subject: RE: April Land Use Review

Nick,

We reviewed the application and plans for monument sign (variance to height) to be located at 8515 Eagle Point Blvd. Since the sign is outside the right-of-way and does not cause any issues with traffic/sight distance on Inwood Avenue/ CSAH 13, there are no comments.

Thanks,

Regards,

Ann

Ann Pung-Terwedo

Senior Planner

Washington County Public Works

11660 Myeron Road North

Stillwater, MN 55082

Phone: 651-430-4362

FAX: 651-430-4350

E-Mail: Ann.Pung-terwedo@co.washington.mn.us <mailto:Pung-terwedo@co.washington.mn.us>

Washington County Public Works Department

Stewards of the county's investment in parks, buildings, transportation, land survey, and land use planning.



MAYOR & COUNCIL COMMUNICATION

DATE: April 21, 2015
CONSENT
ITEM # 9

AGENDA ITEM: 2015 Crack Seal Project – Receive Contractor Quotes and Award Contract
SUBMITTED BY: Ryan Stempski, Assistant City Engineer
THROUGH: Dean A. Zuleger, City Administrator
REVIEWED BY: Jack Griffin, City Engineer
Mike Bouthilet, Public Works
Cathy Bendel, Finance Director

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

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

POLICY RECOMMENDER: Engineering.

FISCAL IMPACT: \$28,350 Construction Cost. \$31,350 Total Cost with Engineering.

Crack sealing is an annual budgeted expense covered in the street maintenance budget. The 2015 street maintenance budget for crack sealing and seal coating is \$186,578. With the crack sealing bids received on April 15, the City remains on target with the overall street maintenance budget.

SUMMARY AND ACTION REQUESTED:

The City Council is respectfully requested to accept quotes and award a construction contract to Gopher State Sealcoat, Inc. in the amount of \$28,350 for the 2015 Crack Seal Project. If removed from the consent agenda, the recommended motion for this action is as follows:

“Move to accept the quotes and award a Construction Contract to Gopher State Sealcoat, Inc. in the amount of \$28,350 for the 2015 Crack Seal Project.”

LEGISLATIVE HISTORY/BACKGROUND INFORMATION:

In accordance with the City's annual street maintenance program, certain streets have been scheduled to be seal coated in 2015 (see attached Location Map and Street List). Best pavement management practices recommend these streets be crack sealed in advance of the seal coat treatment. Therefore, staff has solicited contractor quotes to complete the crack sealing this spring prior to the scheduled seal coat.

Quotes were solicited from 4 qualified contractors and 3 quotes were received on April 15, 2015. Gopher State Sealcoat, Inc. submitted the lowest quote of \$28,350 for the project. See attached tabulation for a breakdown of the quotes received.

The Engineer's estimate of probable construction cost was \$30,000. The project will be funded through the Street Maintenance Fund. The work is required to be completed by May 15, 2015.

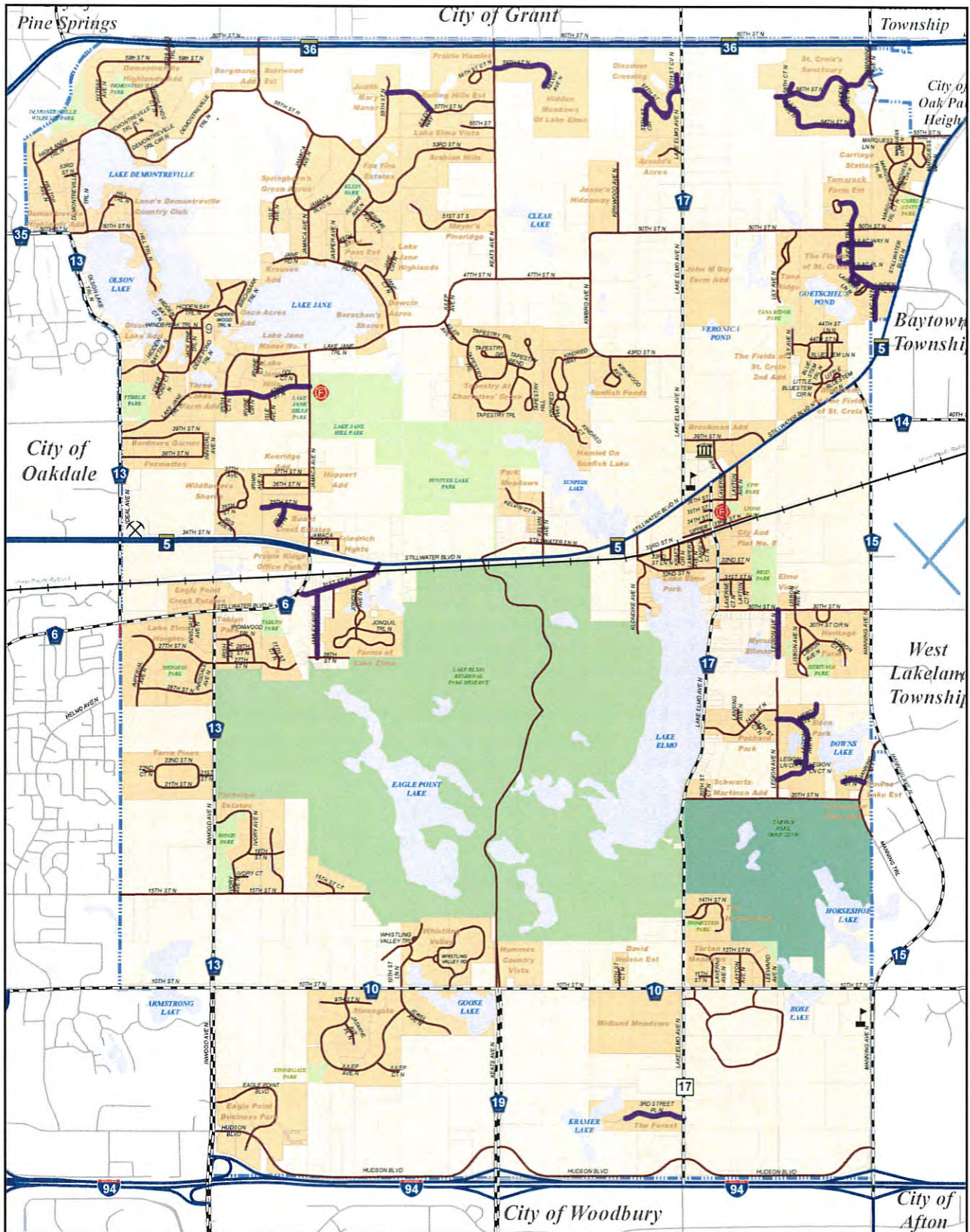
RECOMMENDATION:

Staff is recommending that the City Council consider, *as part of the Consent Agenda*, accepting the quotes and awarding a construction contract to Gopher State Sealcoat, Inc. in the amount of \$28,350 for the 2015 Crack Seal Project. If removed from the consent agenda, the recommended motion for this action is as follows:

“Move to accept the quotes and award a Construction Contract to Gopher State Sealcoat, Inc. in the amount of \$28,350 for the 2015 Crack Seal Project.”

ATTACHMENT(S):

1. Project Location Map
2. Street List
3. Quote Tabulation



2015 CRACK SEAL PROJECT LOCATION MAP



Street Legend

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



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



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



Fire Stations

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

Station No. 2
4259 Jamaica Ave N
(651) 770-8882



Schools



Parcels



Subdivisions



City Parks



Golf Course



**Lake Elmo Regional
Park Reserve**



Lakes



0.5 0.25 0 0.5 Miles

Map Date: April 2015

Created By: Planning Department

2015 CRACK SEAL PROJECT ESTIMATE

Street Segment	From	To	Development	Length	Width	CDS	LBS	Area (SF)	Area (SY)
57TH ST N	55TH ST	ROLLING HILLS WEST END	Judith Mary Manor	349	30	0	150	10470.00	1163.33
57TH ST N	ROLLING HILLS WEST END	JULIP WAY	Judith Mary Manor	1,098	30	0	471	32,940.00	3,660.00
57TH ST N	LAKE ELMO AVE (CSAH 17)	57TH ST COVE	Discover Crossing	156	35	0	75	5,251.00	583.44
57TH ST N	57TH ST COVE	BOULEVARD	Discover Crossing	187	27	0	73	5,117.57	568.62
57TH ST N	BOULEVARD	SPLIT (EAST END)	Discover Crossing	572	24	0	194	13,613.60	1,512.62
57TH ST N	SPLIT (EAST END) NORTH SIDE	SPLIT (WEST END) NORTH SIDE	Discover Crossing	288	16	0	65	4,560.02	506.67
57TH ST N	SPLIT (EAST END) SOUTH SIDE	SPLIT (WEST END) SOUTH SIDE	Discover Crossing	400	17	0	96	6,713.36	745.93
57TH ST N	SPLIT (WEST END)	57TH ST CIRCLE	Discover Crossing	360	24	0	122	8,532.00	948.00
57TH ST N	57TH ST CIRCLE	STUB	Discover Crossing	660	23	0	221	15,444.00	1,716.00
57TH ST CIR	57TH ST	CUL-DE-SAC	Discover Crossing	536	24	0	185	12,917.60	1,435.29
57TH ST CIR	CUL-DE-SAC	CUL-DE-SAC	Discover Crossing	380	21	0	111	7,990.00	865.56
57TH ST COVE	57TH ST	NORTH END	Discover Crossing	413	22	32	176	12,302.99	1,367.00
59TH ST N	KEATS AVE	KELVIN AVE	Hidden Meadows of Lake Elmo	1,646	21	0	498	34,840.39	3,871.15
KELVIN AVE N	59TH ST N	ROCK POINT CHURCH	Hidden Meadows of Lake Elmo	379	21	0	115	8,022.18	891.35
58TH ST	LILY AVE	LINDEN TR	St. Croix Sanctuary	1,442	24	0	484	33,887.00	3,765.22
58TH ST	LILY AVE	STUB	St. Croix Sanctuary	230	24	0	80	621.00	68.00
58TH ST	58TH ST CT	LILY AVE	St. Croix Sanctuary	186	24	0	64	4,644.00	496.00
58TH ST	LINDEN AVE	58TH ST CT	St. Croix Sanctuary	2,040	24	0	699	48,960.00	5,440.00
58TH ST CT	58TH ST	CUL-DE-SAC	St. Croix Sanctuary	212	24	0	73	5,088.00	565.33
58TH ST CT	CUL-DE-SAC	CUL-DE-SAC	St. Croix Sanctuary	350	20	0	101	7,087.50	787.50
LILY AVE	58TH STREET	56TH STREET	St. Croix Sanctuary	1,020	24	0	347	24,276.00	2,697.33
LINDEN AVE N	58TH ST	56TH ST	St. Croix Sanctuary	1,266	28	0	497	34,815.00	3,868.33
LINDEN AVE N	MANNING	SPLIT	St. Croix Sanctuary	582	22	0	183	12,804.00	1,422.67
LINDEN AVE N	SPLIT	58TH ST	St. Croix Sanctuary	518	28	0	204	14,245.00	1,582.78
LINDEN AVE N	56TH ST	STUB	St. Croix Sanctuary	252	27	0	99	6,904.80	767.20
LEGION LN N	30TH ST N	SOUTH END	Myron Ellman Subdivision	1,323	23	0	428	29,932.88	3,325.88
LEGION LN N	SOUTH END	SOUTH END BUMPOUT	Myron Ellman Subdivision	24	18	0	6	432.00	48.00
LEGION LANE CIR N	LEGION LANE	CUL-DE-SAC	Eden Park	232	31	46	198	13,862.81	1,540.31
LEGION LN CT N	LEGION LANE	CUL-DE-SAC	Eden Park	141	46	46	188	13,133.61	1,459.29
LEGION LN N	LEGION LANE COURT	LEGION AVE	Eden Park	900	32	0	405	28,350.00	3,150.00
LEGION LN N	LEGION LANE COURT	LEGION LANE CIRCLE	Eden Park	160	32	0	72	5,040.00	560.00
LEGION LN N	LEGION AVE N	LISBON AVE N	Eden Park	586	32	0	264	18,488.30	2,054.26
LEGION LN N	LEGION AVE N	LEGION LANE CIRCLE	Eden Park	1,235	32	0	556	38,902.50	4,322.50
LISBON AVE N	LEGION LANE	CUL-DE-SAC	Eden Park	585	31	35	315	22,071.20	2,452.36
21ST ST N	MANNING TRAIL	WEST CUL-DE-SAC	Eden Park 2nd	572	32	45	352	24,665.73	2,740.64
3RD STREET PL N	LAKE ELMO AVE (CSAH 17)	EAST END ISLAND	The Forest	350	26	0	228	15,961.00	1,773.44
3RD STREET PL N	EAST END ISLAND (NORTH)	WEST END ISLAND (NORTH)	The Forest	469	20	0	132	9,215.85	1,023.98
3RD STREET PL N	EAST END ISLAND (SOUTH)	WEST END ISLAND (SOUTH)	The Forest	469	20	0	131	9,192.40	1,021.38
3RD STREET PL N	NORTH END ISLAND	SOUTH END ISLAND	The Forest	121	26	0	67	4,681.00	520.11
42ND ST N	JAMACA AVE	CUL-DE-SAC	The Forest	783	26	0	285	19,966.50	2,218.50
42ND ST N	JAMACA AVE	IVY CT N	Collector	375	34	0	179	12,582.50	1,395.83
42ND ST N	IRVIN CIRCLE N	ISLE AVE N	Collector	503	34	0	241	16,850.50	1,872.28
42ND ST N	IRVIN CIRCLE N	IVY COURT N	Collector	750	34	0	359	25,125.00	2,791.67
42ND ST N	LILAC WAY	ISLE AVE N	Collector	852	34	0	408	28,542.00	3,171.33
LINDEN TR L N	LILAC WAY	LILAC PLACE	The Fields of St. Croix	1,810	22	0	569	39,820.00	4,424.44
LINDEN TR L N	LILAC LANE N	MN TH 5 (STILLWATER BLVD)	The Fields of St. Croix	998	20	0	285	19,960.00	2,217.78
LINDEN TR L N	LARKSPUR LN	LARKSPUR LANE	The Fields of St. Croix	255	22	0	80	5,610.00	623.33
LINDEN TR L N	50TH ST N	LINDEN TRAIL	The Fields of St. Croix	415	22	0	130	9,121.27	1,013.47
LINDEN TR L N	LILAC PLACE	LARKSPUR CT	The Fields of St. Croix	218	22	0	69	4,797.02	533.00
LINDEN TR L N	LARKSPUR LANE	LILAC LAN N	The Fields of St. Croix	524	22	0	165	11,528.52	1,280.95
LINDEN TR L N	50TH ST N	LINDEN TR L N (NORTH)	Tamarack Farm Estates	1,095	22	0	344	24,090.00	2,676.67
LARKSPUR LN N	LINDEN TRAIL	LINDEN TRAIL	The Fields of St. Croix	533	22	0	168	11,736.47	1,304.05
LILAC LN N	LINDEN TRAIL	SOUTH END	The Fields of St. Croix	1,417	22	0	445	31,174.00	3,463.78
LILAC PL N	LINDEN TRAIL N	EAST END	The Fields of St. Croix	970	22	0	305	21,340.00	2,371.11
LILAC WAY N	LINDEN TRAIL	EAST TRAIL	The Fields of St. Croix	970	22	0	305	21,340.00	2,371.11
35TH ST N	ISLE CT N	WEST CUL-DE-SAC	Beaut Crest Estates	550	28	48	328	22,942.96	2,549.22
35TH ST N	JAMACA AVE	ISLE CT N	Beaut Crest Estates	702	28	0	281	19,656.19	2,184.02
ISLE CT N	35TH ST N	CUL-DE-SAC	Beaut Crest Estates	583	28	50	345	24,182.76	2,686.97
TOTALS							15,000	937,500	108,990
				35,545					

TABULATION OF QUOTES

2015 CRACK SEAL PROJECT
 CITY OF LAKE ELMO, MINNESOTA
 PROJECT NO. 2015.118

FOCUS ENGINEERING, inc.

QUOTES RECEIVED BY: APRIL 15, 2015 AT 3:00PM

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	ENGINEER'S ESTIMATE		Gopher State Seal Coat, Inc.		Fahrner Asphalt Sealers, LLC		ASTECH Corp.		ACI Asphalt	
				UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT
1	ROUT AND SEAL CRACKS	15,000	LB	\$ 2.00	\$ 30,000.00	\$ 1.89	\$ 28,350.00	\$ 2.27	\$ 34,050.00	\$ 2.50	\$ 37,500.00		
					\$ 30,000.00		\$ 28,350.00		\$ 34,050.00		\$ 37,500.00		
TOTAL					\$ 30,000.00		\$ 28,350.00		\$ 34,050.00		\$ 37,500.00		

Did Not Submit



MAYOR & COUNCIL COMMUNICATION

DATE: April 21, 2015
REGULAR
ITEM # 11

AGENDA ITEM: Boulder Ponds Zoning Map Amendment, Final Plat and Final PUD Plan

SUBMITTED BY: Nick M. Johnson, City Planner

THROUGH: Dean Zuleger, City Administrator

REVIEWED BY: Planning Commission
Kyle Klatt, Community Development Director
Jack Griffin, City Engineer
Greg Malmquist, Fire Chief
Stephen Mastey, City's Landscape Consultant

SUGGESTED ORDER OF BUSINESS:

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

POLICY RECCOMENDER: Planning Commission

FISCAL IMPACT: TBD – the City will be asked to review a developer’s agreement concerning the final plat at its April 21, 2015 meeting. The agreement will include a detailed accounting of any development costs that will be the responsibility of the City. The subdivision is included in the Section 34 utility project area, and therefore the developer is being assessed for the costs of the project to bring sewer and water to the site.

SUMMARY AND ACTION REQUESTED: The City Council is being asked to consider a request from OP4 Boulder Ponds, LLC for approval of a zoning map amendment, final plat and final PUD plan for the first phase of the Boulder Ponds planned residential development. The final plat includes 47 single-family residential lots, and the related construction plans for the improvements necessary to serve these homes. The City approved the Boulder Ponds Preliminary Plat and Preliminary PUD Plan on September 16, 2014, which covered approximately 58 acres of land within the I-94 Corridor planning area. There are 98 single

family residential lots planned within the entire subdivision, and the final plat covers only a portion of the overall total of units that will eventually be platted.

The Planning Commission considered this matter at its March 9, 2015 meeting and unanimously recommended approval of the requested zoning map amendment. The suggested motion to adopt the Planning Commission recommendation is as follows:

“Move to adopt Ordinance 08-118, approving the Zoning Map Amendment for the Boulder Ponds planned residential development.”

In addition, the Planning Commission unanimously recommended approval of the Boulder Ponds Final Plat and Final PUD Plan subject to 14 conditions of approval. The suggested motions to adopt the Planning Commission recommendation is as follows:

“Move to adopt Resolution No. 2015-24, approving the Final Plat and Final PUD Plan for the Boulder Ponds planned residential development.”

BACKGROUND INFORMATION:

Attached is the original detailed Staff report that was provided to the Planning Commission regarding the applicant’s request for a zoning map amendment, final plat and final PUD plan. The staff report includes general information about the application, a summary of the relevant planning and zoning issues, a thorough review and analysis of the final plat (including a draft list of recommended conditions of approval), draft findings, and the Staff recommendation to the Planning Commission.

It should also be noted that the applicants have submitted updated final plat and final construction documents. These plans are currently being reviewed by the City Engineer and Community Development Department. From a high-level review standpoint, it appears that many of the conditions of approval found in the Engineer’s report (Attachment #9), Fire Chief’s report (Attachment #10) and Landscape Consultant’s report (Attachment #11) have been addressed. Staff will continue to work with the applicant to get all construction plans approved.

PLANNING COMMISSION REPORT:

The Planning Commission reviewed the final plat application at its March 9, 2015 meeting. At the meeting, a public hearing was held, necessitated by the zoning map amendment and final PUD plan actions. No one spoke during the public hearing, and staff did not receive and written or electronic correspondence regarding the application.

With regards to the review of the Boulder Ponds Final Plat and Final PUD Plan, the Planning Commission discussed three additional conditions to add to the approval of the application. First, the Planning Commission recommended further study of planting material in the medians of Jade Trail in proximity to 5th Street. Staff will further review these plantings to ensure that vision triangles are clear. In addition to the median plantings, the Planning Commission

discussed the designs of single family homes and theming elements in the development. As recommended conditions of approval, the Planning Commission is encouraging the applicant to incorporate multi-sided architecture in the single family homes and incorporate theming elements from the DFA Theming Study into the public spaces. It should be noted that the Planning Commission intentionally used the language “encourage” as these requirements were not previously included as conditions for the Preliminary Plat approval. To respond to this discussion, the applicant has submitted the draft Architectural Guidelines document for the Boulder Ponds development. The draft architectural guidelines generally call for architectural features on all 4 sides of the home. Further detail of the Planning Commission discussion on the Boulder Ponds Final Plat can be found in the 3/9/14 minutes.

In reviewing the proposed zoning map amendment, the Planning Commission unanimously recommended approval based on the following findings:

- 1) The City of Lake Elmo approved the Boulder Ponds Preliminary Plat and Preliminary PUD Plan on September 16, 2014.
- 2) The requested zoning map amendment is consistent with the appropriate zoning as guided by the approved Boulder Ponds Preliminary Plat and Preliminary PUD Plan.
- 3) Municipal sanitary sewer and water utilities are presently available to the site on both the western and southern border.

In addition, the Planning Commission recommended approval of the Boulder Ponds Final Plat and Final PUD Plan with 14 conditions of approval. The vote to recommend approval of the Boulder Ponds Final Plat was unanimous (Vote: 7-0).

STRENGTHS, WEAKNESSES, OPPORTUNITIES, THREATS:

Strengths: The proposed final plat is consistent with the approved preliminary plat subject to the conditions being recommended by Staff and the Planning Commission. Construction of the development would include the minor collector road 5th Street, which is necessary to serve the I-94 Corridor according to the City’s Transportation Plan.

Weaknesses: Several conditions of approval must be met by the applicant, including revisions to the final construction plans to address comments from the City Engineer.

Opportunities: Approval of the plat application allows the development plans for the Boulder Ponds planned development to proceed as planned in the Comprehensive Plan. Moving forward with sewer single family growth should allow the City to add additional users to the City’s public sanitary sewer system, helping to finance the City’s investments in sanitary sewer.

Threats: None

RECOMMENDATION:

Based on the aforementioned, the Planning Commission and Staff are recommending that the City Council approve the Boulder Ponds Zoning Map Amendment through the following motion:

“Move to adopt Ordinance 08-118, approving the Zoning Map Amendment for the Boulder Ponds planned residential development.”

In addition, the Planning Commission and Staff are recommending that the City Council approve the Boulder Ponds Final Plat and Final PUD Plan subject to 14 conditions of approval through the following motion:

“Move to adopt Resolution No. 2015-24, approving the Final Plat and Final PUD Plan for the Boulder Ponds planned residential development.”

ATTACHMENTS:

1. Ordinance 08-118
2. Resolution No. 2015-24
3. Staff Report to the Planning Commission, 3/9/15
4. Location Map
5. Application Forms and Project Narrative
6. Zoning Map Exhibit
7. Final Plat (4 sheets)
8. Final Landscape Plan
9. City Engineer Review Memorandum, dated 3/4/15
10. Fire Chief Review Memorandum, dated 2/23/15
11. Landscape Consultant Review Memorandum, dated 3/3/15
12. **MATERIALS AVAILABLE BUT NOT ATTACHED – Available at**
<http://www.lakeelmo.org/boulder-ponds>
 - a. Final Construction Plans (52 sheets)
 - b. Turning Radius Exhibit
 - c. Development Lot Book Letter and Example

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

ORDINANCE NO. 08-118

**AN ORDINANCE AMENDING CHAPTER 154 OF THE LAKE ELMO
CITY CODE OF ORDINANCES BY ADOPTING A REVISED OFFICIAL
ZONING DISTRICT MAP RELATED TO THE BOULDER PONDS
PLANNED DEVELOPMENT**

SECTION 1. Zoning Map Amendment. The following property is hereby rezoned from RT – Rural Development Transitional to LDR-PUD – Urban Low Density Residential – Planned Unit Development, MDR-PUD – Urban Medium Density Residential – Planned Unit Development, and C - Commercial as depicted on the attached “Exhibit “A”:

That part of the East Half of the Northwest Quarter of the Southwest Quarter and the West Half of the West Half of the Southwest Quarter in Section 34, Township 29, Range 21, Washington County, Minnesota, lying North of the North line of Minnesota Department of Transportation Right of Way Plat No. 82-43 filed March 22, 1982, as Document No. 429592.

AND

That part of the East Half of the Southwest Quarter of Section 34, Township 29, Range 21, Washington County, Minnesota as described as commencing at the northwest corner of said East Half of the Southwest Quarter; thence South 00 degrees 02 minutes 55 seconds West, assumed bearing, along the west line of said East Half a distance of 786.99 feet to the point of beginning of the parcel to be described; thence South 16 degrees 08 minutes 55 seconds East, along the centerline of the pipeline Easement described in Document No. 3172091, a distance of 437.96 feet; thence South 89 degrees 55 minutes 22 seconds West a distance of 122.17 feet to said west line of said East Half; thence North 00 degrees 02 minutes 55 seconds East along said west line a distance of 420.85 feet to the point of beginning.

AND

That part of Lot 1, Block 1, Eagle Point Business Park 3rd Addition, Washington County, Minnesota described as beginning at the northeast corner of said Lot 1, Block 1; thence South 89 degrees 38 minutes 02 seconds West, assumed bearing, along the north line of said Lot 1 a distance of 28.08 feet; thence South 03 degrees 47 minutes 08 seconds East a distance of 426.49 feet to the east line of said Lot 1; thence North 00 degrees 00 minutes 40 seconds West along said east line of Lot 1 a distance of 425.74 feet to the point of beginning.

SECTION 2. Effective Date. This ordinance shall become effective immediately upon adoption and publication in the official newspaper of the City of Lake Elmo.

SECTION 3. Adoption Date. This Ordinance 08-118 was adopted on this 21st day of April 2015, by a vote of ___ Ayes and ___ Nays.

LAKE ELMO CITY COUNCIL

Mike Pearson, Mayor

ATTEST:

Adam Bell, City Clerk

This Ordinance 08-118 was published on the ____ day of _____, 2015.

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

RESOLUTION NO. 2015-24

*A RESOLUTION APPROVING A FINAL PLAT AND FINAL PLANNED UNIT DEVELOPMENT
(PUD) PLAN FOR THE BOULDER PONDS PLANNED RESIDENTIAL DEVELOPMENT*

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

WHEREAS, Boulder Ponds OP4, LLC, 11455 Viking Drive, Suite 350, Eden Prairie, MN has submitted an application to the City of Lake Elmo (“City”) for a Final Plat and Final PUD Plan for the Boulder Ponds residential development, a copy of which is on file in the City of Lake Elmo Community Development Department; and

WHEREAS, the City approved the Boulder Ponds PUD General Concept Plan on December 17, 2013; and

WHEREAS, the City approved the Boulder Ponds Preliminary Plat and Preliminary PUD Plan on September 16, 2014; and

WHEREAS, the proposed Boulder Ponds Final Plat and Final PUD Plan includes 47 single family residential lots within a planned development on three parcels of land (PIDs: 34.029.21.33.0001, 34.029.21.32.0001 and 34.029.21.33.0002) in Stage 1 of the I-94 Corridor Planning Area; and

WHEREAS, the Lake Elmo Planning Commission held public hearing on March 9, 2015 to consider the Final Plat and Preliminary PUD Plan request; and

WHEREAS, the Lake Elmo Planning Commission adopted a motion recommending approval of the Final Plat and Final PUD Plan subject to 14 conditions of approval; and

WHEREAS, the Lake Elmo Planning Commission has submitted its report and recommendation concerning the Final Plat and Final PUD Plan as part of a memorandum to the City Council for the April 21, 2015 Council Meeting; and

WHEREAS, the City Council reviewed the Boulder Ponds Final Plat and Final PUD Plan at its meeting held on April 21, 2015 and made the following findings of fact:

- 1) That the Boulder Ponds Final Plat and Final PUD Plan is consistent with the Preliminary Plat and Plans as approved by the City of Lake Elmo on September 16, 2014.
- 2) That the Boulder Ponds Final Plat and Final PUD Plan is consistent with the Lake Elmo Comprehensive Plan and the Future Land Use Map for this area.

- 3) That the Boulder Ponds Final Plat generally complies with the City's Urban Low Density Residential zoning district, with the exceptions as noted in the approved Preliminary PUD Plans.
- 4) That the Boulder Ponds Final Plat complies with all other applicable zoning requirements, including the City's landscaping, storm water, sediment and erosion control and other ordinances, except as noted in this report or attachment thereof.
- 5) That the Boulder Ponds Final Plat complies with the City's subdivision ordinance.
- 6) That the Boulder Ponds Final Plat and Final PUD Plan complies with the City's Planned Unit Development Ordinance.
- 7) That the Boulder Ponds Final Plat is consistent with the City's engineering standards with the exceptions noted by the City Engineer in his review comments to the City dated March 4, 2015.

NOW, THEREFORE, BE IT RESOLVED THAT the City Council does hereby approve the Boulder Ponds Final Plat and Final PUD Plan subject to the following conditions:

- 1) Final grading, drainage, and erosion control plans, utility plans, sanitary and storm water management plans, and street and utility construction plans shall be reviewed and approved by the City Engineer prior to the recording of the Final Plat. All changes and modifications to the plat and plans requested by the City Engineer in a memo dated 3/4/15 shall be incorporated into these documents before they are approved.
- 2) Prior to the release of Final Plat for recording, the developer shall provide evidence in a form satisfactory to the City Attorney that warrants it has fee interest in area included in the Boulder Ponds Final Plat.
- 3) Prior to the release of the Final Plat for recording, the Developer shall enter into a Developer's Agreement acceptable to the City Attorney and approved by the City Council that delineates who is responsible for the design, construction, and payment of the required improvements with financial guarantees therefore.
- 4) All easements as requested by the City Engineer and Public Works Department shall be documented on the Final Plat prior to the release of the Final Plat for recording, including 10-foot easements behind all proposed meandering sidewalks within the Boulder Ponds subdivision.
- 5) A Common Interest Agreement concerning management of the common areas of Boulder Ponds and establishing a homeowner's association shall be submitted in final form to the Community Development Director before a building permit may be issued for any structure within this subdivision. Said agreement shall comply with Minnesota Statutes 515B-103, and specifically the provisions concerning the transfer of control to the future property owners. The applicant shall also enter into a maintenance agreement with the

City that clarifies the individuals or entities responsible for any landscaping installed in areas outside of land dedicated as public park and open space on the Final Plat.

- 6) As part of the development agreement for the 1st phase of the Boulder Ponds development, the applicant shall provide fees in lieu of land dedication for 2.57 acres of land to fulfill the City's parkland dedication requirements prior to the release of Final Plat for recording. The fee can be provided in a pro-rated amount for the Phase 1 Area or in an amount addressing the total residential portion of the site.
- 7) The Final Landscape Plan shall be revised per the requested modifications of the City Landscape Consultant, documented in a memo dated 3/3/15. The Final Landscape Plans shall be approved prior to the release of Final Plat for recording.
- 8) The applicant shall provide evidence that all conditions attached to the South Washington Watershed District permit for the Final Plat and associated grading work have been met prior to the release of the Final Plat for recording.
- 9) The applicant must provide written authorization to perform any work in the Electrical Transmission easement areas prior to the release of the Final Plat for recording.
- 10) The locations of fire hydrant identified in a memo dated 2/23/15 shall be revised per the direction of the Fire Chief.
- 11) The applicant shall provide a complete development lot book for all lots in Phase 1 of the Boulder Ponds development clarifying proper building placement for use in granting building permits prior to the release of Final Plat for recording.
- 12) The applicant is encouraged to incorporate multi-sided architecture and view sheds consistent with design concepts and examples shown during the Preliminary Plat presented by Rick Harrison.
- 13) The applicant is encouraged to incorporate elements of the Lake Elmo theming study into the open space and public areas within the subdivision.
- 14) The final landscape plan shall be reviewed by the City to ensure that road safety issues are properly address by the development, and specifically the site triangle requirements.

Passed and duly adopted this 21st day of April, 2015 by the City Council of the City of Lake Elmo, Minnesota.

Mike Pearson, Mayor

ATTEST:

Adam Bell, City Clerk



PLANNING COMMISSION
DATE: 3/9/15
AGENDA ITEM: 5A – PUBLIC HEARING
CASE # 2015-05

ITEM: Boulder Ponds – Final Plat, Final PUD Plan and Zoning Map Amendment

SUBMITTED BY: Nick Johnson, City Planner

REVIEWED BY: Kyle Klatt, Community Development Director
Jack Griffin, City Engineer
South Washington Watershed District
Greg Malmquist, Fire Chief
Stephen Mastey, Landscape Architecture, Inc.

SUMMARY AND ACTION REQUESTED:

The Planning Commission is being asked to consider an application for a Final Plat, Final PUD Plan and Zoning Map Amendment submitted by OP4 Boulder Ponds, LLC. The Final Plat application represents the first phase of the Boulder Ponds residential development and includes 47 single family residential lots. The proposed project is located immediately north of Hudson Blvd. N., immediately east of the Eagle Point Business Park and immediately south of the Stonegate residential estates (RE) subdivision. In addition to the plat and PUD request, the applicants are requesting a zoning map amendment to implement the necessary zoning associated with the planned development. Staff is recommending approval of the zoning map amendment and is recommending approval of the Boulder Ponds Final Plat and Final PUD Plan subject to compliance with 11 conditions as noted in this report.

GENERAL INFORMATION

Applicant: OP4 Boulder Ponds, LLC (Deb Ridgeway), 11455 Viking Drive, Suite 350, Eden Prairie, MN 55344.

Property Owners: OP4 Boulder Ponds, LLC (Deb Ridgeway), 11455 Viking Drive, Suite 350, Eden Prairie, MN 55344 and Bremer Bank (Kathleen Tucci) 8555 Eagle Point Blvd., PO Box 1000, Lake Elmo.

Location: Part of Section 34 in Lake Elmo, immediately north of Hudson Boulevard North, immediately east of the Eagle Point Business Park, and immediately south of the Stonegate subdivision. PID Numbers 34.029.21.32.0001, 34.029.21.33.0001, and 34.029.21.33.0002.

Request: Application for a Zoning Map Amendment, Final Plat and Final Planned Unit Development (PUD) Plan for the 1st phase of the Boulder Ponds planned development. The Final Plat (1st Phase of Boulder Ponds) includes 47 single family lots and various outlots planned for stormwater management or future commercial and residential uses.

- Existing Land Use and Zoning:* Agricultural land. Current Zoning: RT – Rural Development Transitional Zoning District; Proposed Zoning: LDR (PUD) - Urban Low Density Residential, MDR (PUD) – Medium Density Residential and C – Commercial.
- Surrounding Land Use and Zoning:* North – Stonegate Residential Estates (RE) subdivision; west – Eagle Point Business Park (Bremer Bank, Eagle Point Town Office Condos, High Pointe Medical Campus, vacant land) (BP); east – Lennar Savona Urban Low Density Residential (LDR) subdivision; south – vacant land guided for Commercial and Interstate Highway 94.
- Comprehensive Plan:* Urban Low Density Residential (2.5 – 3.99 units per acre), Urban Medium Density Residential (4.0 – 7.49 units per acre) and Commercial
- History:* Boulder Ponds General Concept Plan approved by the City on 12/17/13 (Resolution #2013-109). Boulder Ponds Preliminary Plat and Preliminary PUD Plan approved by the City on 9/16/14 (Resolution #2014-73).
- Deadline for Action:* Application Complete – 2/20/2015
60 Day Deadline – 4/20/2015
Extension Letter Mailed – N/A
120 Day Deadline – 6/19/2015
- Applicable Regulations:* Chapter 153 – Subdivision Regulations
Article 10 – Urban Residential Districts (LDR and MDR)
Article 16 – Planned Unit Development Regulations
§150.270 Storm Water, Erosion, and Sediment

REQUEST DETAILS

The City of Lake Elmo has received a request from OP4 Boulder Ponds, LLC for a Zoning Map Amendment, Final Plat and Final PUD Plan to subdivide approximately 58 acres of land located within Stage 1 of the I-94 Corridor Planning. The Final Plat would represent the first phase of the Boulder Ponds residential subdivision and include 47 single family lots, as well as various outlots planned for stormwater management, trails, and future commercial and residential land uses as guided by the approved Preliminary PUD Plan. The proposed plat is located immediately north of Hudson Boulevard, immediately east of Eagle Point Business Park, and immediately south of the Stonegate subdivision. The subject properties have historically been used for agricultural purposes. It should be noted that the zoning map amendment and Final PUD Plan require a public hearing to be held.

The final plat area represents the initial project phase of the overall Boulder Ponds planned development. The developer intends to build homes in the central portion of the site on both sides of the planned minor collector road 5th Street. The developer will be conducting final mass grading on the entirety of the site as part of the 1st phase of development, whereas the street and utility construction will follow the proposed phasing as demonstrated on the plans. The applicant has submitted detailed construction plans for related to sanitary sewer, water main, storm sewer, grading, drainage, landscaping, and other details that have been reviewed by the City Engineer, Fire Chief and Landscape Consultant.

The City's subdivision ordinance establishes the procedure for obtaining final subdivision approval, in which case a final plat may only be reviewed after the City takes action on a preliminary plat. As long as the final plat is consistent with the preliminary approval, it must be approved by the City. Please note that the City's approval of the Boulder Ponds Preliminary Plat did include a series of conditions that must be met by the applicant, which are addressed in the "Review and Analysis" section below. Staff has reviewed the final plat and found that it is consistent with the preliminary plat that was approved by the City on September 16, 2014. Please note that the final plat and construction plans now include approved street names for the subdivision.

The City Engineer has reviewed the final plat, and his comments are attached to this report. Although there are some additional revisions and additions necessary for the Final Plat and final construction plans that need to be addressed by the applicant, the revisions can be made before the City releases the final plat for recording. Staff is recommending that all revisions and modifications noted within the City Engineer's review memorandum date 3/4/15 be completed prior to the release of Final Plat for recording as a condition of approval.

Finally, in addition to the Final Plat and Final PUD Plan application, the landowner has also applied for a Zoning Map Amendment. It should be noted that the current zoning for the Boulder Ponds site is Rural Development Transitional District (RT), which is the City's basic holding district for sites guided for future development. For the development to move forward into implementation and construction, it is appropriate for the site to be rezoned as guided by the approved plans for the Boulder Ponds development. Staff is recommending approval of the proposed zoning map amendment.

ZONING MAP AMENDMENT

Prior to a final plat being recorded, it is important to have the correct zoning in place to implement the approved use of the site. In the previous development applications the City has processed, the City was amenable to implementing the correct zoning for the site once the City approved preliminary plans for the property, and sanitary sewer and water utilities were available. In the case of Boulder Ponds, both of these thresholds or requirements have been met. The City approved the Boulder Ponds Preliminary Plat and Preliminary PUD Plan on 9/16/14. In addition, utilities are available to the site on both the southern and western borders. The applicants have submitted an exhibit for the proposed zoning for the site at the direction of City staff. According to the submitted Zoning Exhibit (Attachment #3), there are three proposed zoning designations for the Boulder Ponds site. The areas intended for single family residential use will be zoned Urban Low Density Residential – Planned Unit Development (LDR-PUD), while Outlot C will be zoned Urban Medium Density Residential – Planned Unit Development (MDR-PUD) and Outlots A, B, E and F will be zoned Commercial (C). Staff has reviewed the proposed zoning for the site and found it to be consistent with the approved Boulder Ponds Preliminary Plat and Preliminary PUD Plan. Staff is recommending approval of the requested zoning map amendment based on the following findings:

- 1) The City of Lake Elmo approved the Boulder Ponds Preliminary Plat and Preliminary PUD Plan on September 16, 2014.
- 2) The requested zoning map amendment is consistent with the appropriate zoning as guided by the approved Boulder Ponds Preliminary Plat and Preliminary PUD Plan.
- 3) Municipal sanitary sewer and water utilities are presently available to the site on both the western and southern border.

FINAL PLAT REVIEW AND ANALYSIS

The preliminary plat for Boulder Ponds was approved with several conditions, which are indicated below along with Staff's comments on the status of each. For those items and issues that are not directly addressed below, Staff has provided additional comments following the preliminary plat conditions list. Staff is recommending approval of the final plat, but with additional conditions intended to address the outstanding issues that will require additional review and/or documentation.

Please also note that the applicant has also provided a response to the preliminary plat conditions as part of the project narrative (Attachment #2).

Preliminary Plat Conditions – With Staff Update Comments (updated information in bold italics):

- 1) The applicant must enter into a separate grading agreement with the City prior to the commencement of any grading activity in advance of final plat and plan approval. The City Engineer shall review any grading plan that is submitted in advance of a final plat, and said plan shall document extent of any proposed grading on the site. ***Comments: The applicant has entered into a separate grading agreement with the City to complete mass grading on the site. No grading activity has yet to commence. Should the applicant enter into a development agreement with the City prior to any grading activity, the executed development agreement will supersede the executed grading agreement.***
- 2) The developer shall be required to submit an updated parkland dedication calculation in advance of Final Plat. Upon submission of the calculation, the applicant must work with the City to achieve the required parkland dedication amount per the City's Subdivision Ordinance. The developer shall be required to pay a fee in lieu of land dedication equivalent to the fair market value for the amount of land that is required to be dedicated for such purposes in the City's Subdivision Ordinance less the amount of land that is accepted for park purposes by the City. Any cash in lieu of land dedication shall be paid by the applicant prior to the release of the Final Plat for recording. ***Comments: The applicant has submitted a project narrative and exhibit that demonstrate that the portion of the northern greenbelt park not within the Xcel Energy easement is 1.77 acres in size. It is the portion of the northern greenbelt park not within the easement that would be eligible for parkland dedication credit. Based on a calculation completed by staff and the applicant, the total required amount of parkland dedication for the residential portion of the development is 4.34 acres. By subtracting the dedicated amount of 1.77 acres from the total required amount of 4.34 acres, there remains 2.57 acres of land to be addressed through parkland fees. Staff is recommending as a condition of approval that the applicant be required to pay a fee in lieu of land dedication equivalent to the fair market value of 2.57 acres of land (Condition #6).***
- 3) The developer shall follow all the rules and regulations of the Wetland Conservation Act and adhere to the conditions of approval for the South Washington Watershed District Permit. ***Comments: The Boulder Ponds development has received their watershed district permit from South Washington Watershed District. The applicant will be responsible to meet all conditions of approval associated with their watershed districts permit and abide by all regulations of the Wetland Conservation Act. Staff is recommending that this condition be applied to the Final Plat approval of the 1st phase of Boulder Ponds (Condition #8).***

- 4) The applicant will work with the Planning Staff to name all streets in the subdivision in a manner acceptable to the City prior to the submission of Final Plat. *Comments: The Boulder Ponds Final Plat submission includes updated street names that are consistent with the Washington County street naming system. The Fire Chief has reviewed the proposed street names and found them to be acceptable.*
- 5) The applicant will work with staff to address the comments in the City Engineer's review memo dated 7/24/14 to the satisfaction of the City Engineer as part of the Final Plat and Final PUD Plan. *Comments: The applicant has submitted updated plans to address many of the conditions and review comments as specified by the City Engineer. All remaining modifications requested by the City Engineer that relate to the Final Plat are outlined in a review memo dated March 4, 2015. Staff is recommending a condition that all revisions and modifications to the Final Plat and Final Construction Plans requested by the City Engineer be included as a condition of approval (Condition #1)*
- 6) In addition to standard easements required by the Subdivision Ordinance, additional drainage and utility easements must be provided extending 10 feet from meandering sidewalks, as well as all of the portion of private lots between meandering sidewalks and the public right-of-way. *Comments: The Final Plat does not currently show these easements at this time. However, the applicant has noted in the project narrative that the additional easements will be provided on the Final Plat once the final sidewalk layout is approved. Based on the final construction plans for the Boulder Ponds development, staff believes that these additional easements can be added once the construction plans are approved without fundamentally altering the Final Plat. In other words, staff finds that the approach recommended by the applicant to add additional easements upon approval of the sidewalk locations will work. As a condition of approval of the final plat, staff is recommending that the additional easements for meandering sidewalks be provided (Condition #4).*
- 7) The landscape plan shall be updated to locate all boulevard trees in between the public street and sidewalk to not interfere with private utilities. *Comments: The City's landscape consultant has reviewed the Final Landscape Plan and determine that there are still proposed tree locations that may conflict with the installation of private utilities. Staff is recommending that this issue be resolved as part of the required updates to the Final Landscape Plan per the direction of the City's Landscape Consultant (Condition #7). It should be noted that the location of trees within the development is a construction detail that should not alter the Final Plat.*
- 8) All islands and medians internal to the Boulder Ponds development shall be platted as part of the right-of-way and shall be maintained by the Home Owners Association. The applicant 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. *Comments: The islands and median are now proposed to be platted as part of the City right-of-way, thereby complying with the condition of approval. As a condition of the development agreement, the applicant or developer will be required to enter into a maintenance agreement with the City to maintain all the landscaping within islands and medians internal to the Boulder Ponds development. This requirement is specified in Condition #5.*

- 9) The design of the northern buffer trail shall be modified to a width of 8 feet as opposed to the regional trail standard of 10 feet. *Comments: The width of the northern buffer trail remains 10 feet. As a trail with a regional design is planned for the 5th Street Corridor, staff would suggest that this trail be reduced in width to a typical 8-foot local trail. However, this improvement is scheduled for the 2nd phase of the Boulder Ponds development. Staff would recommend that the applicant address this condition with the 2nd phase of the single family portion of the development.*
- 10) The eastern segment of the northern buffer trail shall be moved to the south to the greatest extent possible with plantings to screen the trail on the north side. *Comments: The applicants have successfully moved the northern buffer trail to the south from the previous location as shown on the preliminary plans for Boulder Ponds. However, screening on the northern side of the trail through the use of plantings was not provided. Staff is recommending a condition that the Final Landscape Plan be revised to provide some screening along the north side of the trail in the northeastern portion of the Boulder Ponds development. This update to the landscape plan can be added to the other general updates as specified in the memo submitted by the City's landscape consultant (Condition #7).*
- 11) Prior to recording the Final Plat for any portion of the area shown in the Preliminary Plat, the Developer shall enter into a Developers Agreement acceptable to the City Attorney that delineates who is responsible for the design, construction, and payment of public improvements. *Comments: City staff are currently working with the applicant to draft a development agreement based on the City's standard template for these agreements. It is the desire of the applicant to process the development agreement on a parallel track as the approval of the Final Plat. This condition should remain in place to ensure that the development agreement is approved and executed prior to the release of the Final Plat for recording by Washington County (Condition #3).*
- 12) The Final PUD Plan will include a development lot book to clarify proper building placement for use in granting building permits for the development. *Comments: The applicant has noted that a complete lot development book will be submitted once all of the staff review comments have been addressed and the construction plans are approved. Given that additional easements or sight modifications to the plat are warranted to address final staff review comments, staff feels it is reasonable to allow the applicant to submit the development lot book once the review of final construction plans is complete. In addition, the applicant is still working with the prospective builder of the development on which home elevations and floor plans will fit on each lot. Both of these factors make it difficult to complete the lot book at this time. An example of an individual lot as it would be shown in the lot book has been provided in Attachment #8 to demonstrate to the City what will be included in the lot book. As shown on the example, the lot will have a building pad location to direct the appropriate home location for the purposes of reviewing the building permit. Staff would recommend that the development lot book for Phase 1 of the development be provided prior to the release of Final Plat for recording (Condition #11).*

Staff is recommending that the conditions noted above that pertain to the Final Plat and that have not yet been addressed by the applicant should be adopted with the Final Plat. The City Engineer's review letter does identify several issues that need to be addressed by the developer in order for the City to approve the final plans. However, the majority of these concerns are related to the construction plans and should have limited bearing on the final plat. Staff is recommending that City

Officials not sign the final plat mylars until the City's construction plan review is finalized and all necessary easements are documented on the Final Plat.

In addition to the items discussed above, it should be noted that the Fire Chief is requesting that the location of several fire hydrants be adjusted to improve operational efficiency. The Fire Chief's memo, detailing all of the requested modification, is found in Attachment #10. Staff is recommending as a condition of approval that the applicant adjust the hydrant locations to the satisfaction of the Fire Chief (Condition #10).

Based on the above Staff report and analysis, Staff is recommending approval of the Final Plat with several conditions intended to address the outstanding issues noted above and to further clarify the City's expectations in order for the developer to proceed with the recording of the Final Plat.

The recommended conditions are as follows:

Recommended Conditions of Approval:

- 1) Final grading, drainage, and erosion control plans, utility plans, sanitary and storm water management plans, and street and utility construction plans shall be reviewed and approved by the City Engineer prior to the recording of the Final Plat. All changes and modifications to the plat and plans requested by the City Engineer in a memo dated 3/4/15 shall be incorporated into these documents before they are approved.
- 2) Prior to the release of Final Plat for recording, the developer shall provide evidence in a form satisfactory to the City Attorney that warrants it has fee interest in area included in the Boulder Ponds Final Plat.
- 3) Prior to the release of the Final Plat for recording, the Developer shall enter into a Developer's Agreement acceptable to the City Attorney and approved by the City Council that delineates who is responsible for the design, construction, and payment of the required improvements with financial guarantees therefore.
- 4) All easements as requested by the City Engineer and Public Works Department shall be documented on the Final Plat prior to the release of the Final Plat for recording, including 10-foot easements behind all proposed meandering sidewalks within the Boulder Ponds subdivision.
- 5) A Common Interest Agreement concerning management of the common areas of Boulder Ponds and establishing a homeowner's association shall be submitted in final form to the Community Development Director before a building permit may be issued for any structure within this subdivision. Said agreement shall comply with Minnesota Statutes 515B-103, and specifically the provisions concerning the transfer of control to the future property owners. The applicant shall also enter into a maintenance agreement with the City that clarifies the individuals or entities responsible for any landscaping installed in areas outside of land dedicated as public park and open space on the Final Plat.
- 6) As part of the development agreement for the 1st phase of the Boulder Ponds development, the applicant shall provide fees in lieu of land dedication for 2.57 acres of land to fulfill the City's parkland dedication requirements prior to the release of Final Plat for recording. The fee can be provided in a pro-rated amount for the Phase 1 Area or in an amount addressing the total residential portion of the site.

- 7) The Final Landscape Plan shall be revised per the requested modifications of the City Landscape Consultant, documented in a memo dated 3/3/15. The revised Final Landscape Plan shall include screening on the north side of the northern buffer trail in the northeastern portion of the development. The Final Landscape Plans shall be approved prior to the release of Final Plat for recording.
- 8) The applicant shall provide evidence that all conditions attached to the South Washington Watershed District permit for the Final Plat and associated grading work have been met prior to the release of the Final Plat for recording.
- 9) The applicant must provide written authorization to perform any work in the Electrical Transmission easement areas prior to the release of the Final Plat for recording.
- 10) The locations of fire hydrant identified in a memo dated 2/23/15 shall be revised per the direction of the Fire Chief.
- 11) The applicant shall provide a complete development lot book for all lots in Phase 1 of the Boulder Ponds development clarifying proper building placement for use in granting building permits prior to the release of Final Plat for recording.

DRAFT FINDINGS

Staff is recommending that the Planning Commission consider the following findings with regards to the proposed Boulder Ponds Final Plat and Final PUD Plan:

- 1) That the Boulder Ponds Final Plat and Final PUD Plan is consistent with the Preliminary Plat and Plans as approved by the City of Lake Elmo on September 16, 2014.
- 2) That the Boulder Ponds Final Plat and Final PUD Plan is consistent with the Lake Elmo Comprehensive Plan and the Future Land Use Map for this area.
- 3) That the Boulder Ponds Final Plat generally complies with the City's Urban Low Density Residential zoning district, with the exceptions as noted in the approved Preliminary PUD Plans.
- 4) That the Boulder Ponds Final Plat complies with all other applicable zoning requirements, including the City's landscaping, storm water, sediment and erosion control and other ordinances, except as noted in this report or attachment thereof.
- 5) That the Boulder Ponds Final Plat complies with the City's subdivision ordinance.
- 6) That the Boulder Ponds Final Plat and Final PUD Plan complies with the City's Planned Unit Development Ordinance.
- 7) That the Boulder Ponds Final Plat is consistent with the City's engineering standards with the exceptions noted by the City Engineer in his review comments to the City dated March 4, 2015.

RECOMMENDATION:

Staff recommends that the Planning Commission recommend approval of the requested Zoning Map Amendment to implement the correct zoning as guided by the approved Boulder Ponds Preliminary Plat and Preliminary PUD Plan. The suggested motion is the following:

“Move to recommend approval of the requested Zoning Map Amendment for the Boulder Ponds planned development based on the findings of fact listed in the Staff Report.”

In addition, Staff is recommending approval of the Boulder Ponds Final Plat and Final PUD Plan with the 11 conditions of approval as listed in the Staff report. The suggested motion is the following:

“Move to recommend approval of the Boulder Ponds Final Plat and Final PUD Plan with the 11 conditions of approval as drafted by Staff based on the findings of fact listed in the Staff Report.”

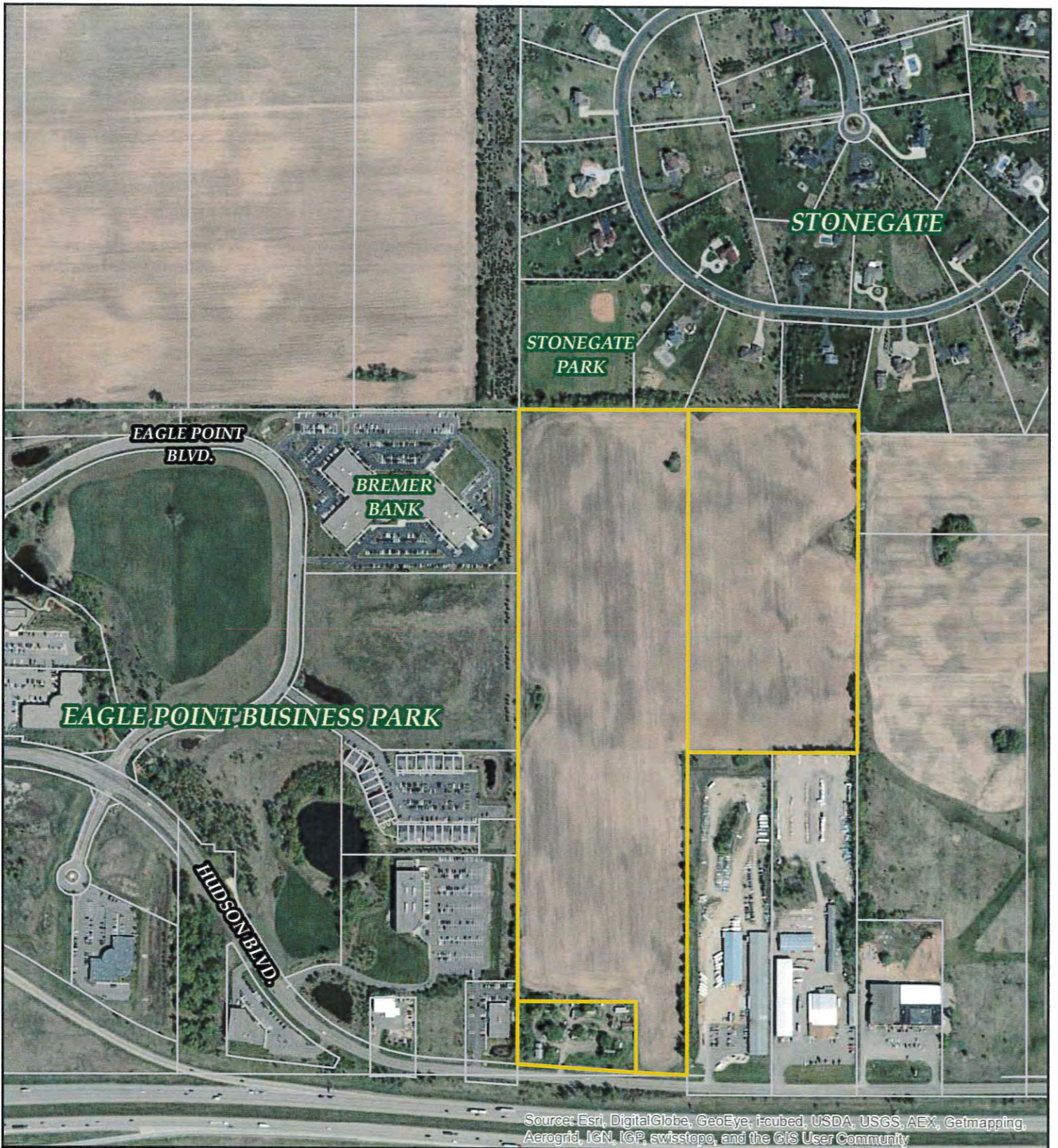
ATTACHMENTS:

1. Location Map
2. Application Forms and Project Narrative
3. Zoning Map Exhibit
4. Final Plat (4 sheets)
5. Final Construction Plans (52 sheets)
6. Final Landscape Plan (10 sheets)
7. Turning Radius Exhibit
8. Development Lot Book Letter and Example
9. City Engineer Review Memorandum, dated 3/4/15
10. Fire Chief Review Memorandum, dated 2/23/15
11. Landscape Consultant Review Memorandum, dated 3/3/15

ORDER OF BUSINESS:

- Introduction.....Planning Staff
- Report by Staff.....Planning Staff
- Questions from the Commission..... Chair & Commission Members
- Open the Public Hearing.....Chair
- Close the Public Hearing.....Chair

- Discussion by the Commission Chair & Commission Members
- Action by the Commission..... Chair & Commission Members

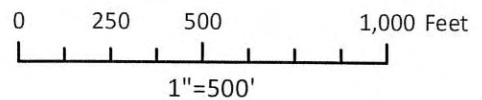


Location Map: Boulder Ponds PUD



Data Source: Washington County, MN
12-4-2013

 Boulder Ponds Site



K

EXCELSIOR

✦ *The Excelsior Group*

January 30, 2015

Nick Johnson
City of Lake Elmo
3800 Laverne Ave N
Lake Elmo, MN 55042

Re: Boulder Ponds Final Plat, Plan and Zoning Amendment

Dear Mr. Johnson:

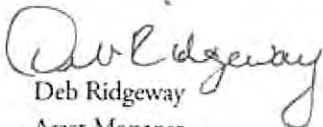
OP4 Boulder Ponds, LLC is pleased to submit the enclosed applications for Preliminary Plat and Preliminary PUD. The following items accompany this submittal:

1. Check in the amount of \$9,250
2. Applications for Final Plat, Final Plan & Zoning Amendment
3. Narrative/Written Statement
4. 5 Full Size and 10 reduced sets of Final Plat and Landscape Plans
5. 10 reduced plans of Proposed Zoning

Evolution Engineering will submit the plan sets to supplement the applications as well as provide a link to an FTP site for electronic version of the plans.

If you have questions related to this application, please do not hesitate to contact me at 612.353.3307 or Deb.Ridgeway@ExcelsiorLLC.com. Thank you.

Sincerely,


Deb Ridgeway
Asset Manager

Enclosures

Date Received _____
Received By: _____
Permit #: _____



651-747-3900
3800 Laverne Avenue North
Lake Elmo, MN 55042

LAND USE APPLICATION

- Comprehensive Plan Zoning District Amend Zoning Text Amend Variance*(see below) Zoning Appeal
- Conditional Use Permit (C.U.P.) Flood Plain C.U.P. Interim Use Permit (I.U.P.) Excavating/Grading
- Lot Line Adjustment Minor Subdivision Residential Subdivision Sketch/Concept Plan
- PUD Concept Plan PUD Preliminary Plan PUD Final Plan

Applicant: OP4 Boulder Ponds, LLC (Contact: Deb Ridgeway)
Address: 11455 Viking Drive, Suite 350, Eden Prairie, MN 55344
Phone # 612.353.3307
Email Address: Deb.Ridgeway@ExcelsiorLLC.com

Fee Owner: Same as above
Address: _____
Phone # _____
Email Address: _____

Property Location (Address and Complete (long) Legal Description): 9120 Hudson Blvd N
Please refer to attached for complete legal description, which includes the following PIDs:
34-029-21-32-0001; 34-029-21-33-0001; 34-029-21-33-0002

Detailed Reason for Request: Final PUD plan approval and rezoning for Boulder Ponds development.
Proposal includes 98 single family lots, 3 commercial outlots and 1 multifamily
residential lot. Please refer to written statement for more details.

*Variance Requests: As outlined in Section 301.060 C. of the Lake Elmo Municipal Code, the applicant must demonstrate practical difficulties before a variance can be granted. The practical difficulties related to this application are as follows:

In signing this application, I hereby acknowledge that I have read and fully understand the applicable provisions of the Zoning ordinance and current administrative procedures. I further acknowledge the fee explanation as outlined in the application procedures and hereby agree to pay all statements received from the City pertaining to additional application expense.

Signature of applicant:  Date: 1/30/15

Signature of fee owner:  Date: 1/30/15

Date Received: _____
Received By: _____
LU File #: _____



651-747-3900
3800 Laveme Avenue North
Lake Elmo, MN 55042

FINAL PLAT APPLICATION

Applicant: OP4 Boulder Ponds, LLC (Contact: Deb Ridgeway)
Address: 11455 Viking Drive, Suite 350, Eden Prairie, MN 55344
Phone #: 612.353.3307
Email Address: Deb.Ridgeway@ExcelsiorLLC.com

Fee Owner: Same as above
Address: _____
Phone #: _____
Email Address: _____

Property Location (Address and Complete (long) Legal Description): 9120 Hudson Blvd N
Please refer to attached for complete legal description, which includes the following PIDs:
34-029-21-32-0001; 34-029-21-33-0001; 34-029-21-33-0002

General information of proposed subdivision: _____
Boulder Ponds is approximately 60 acres, which is preliminary plat approved for a mix of
commercial and residential uses. This final plat request includes the construction of
improvements for 47 single family lots, 3 commercial outlots and 1 multifamily residential
lot.

In signing this application, I hereby acknowledge that I have read and fully understand the applicable provisions of the Zoning Ordinance and current administrative procedures. I further acknowledge the fee explanation as outlined in the application procedures and hereby agree to pay all statements received from the City pertaining to additional application expense.

Signature of applicant:  _____ Date: 1/30/15

Fee Owner Signature:  _____ Date: 1/30/15



Lake Elmo City Hall
651-747-3900
3800 Lavene Avenue North
Lake Elmo, MN 55042

AFFIRMATION OF SUFFICIENT INTEREST

I hereby affirm that I am the fee title owner of the below described property or that I have written authorization from the owner to pursue the described action.

Name of applicant OP4 Boulder Ponds, LLC
(Please Print)

Street address/legal description of subject property 9120 Hudson Blvd N

Please refer to attached for complete legal description, which includes the following PIDs:
34-029-21-32-0001; 34-029-21-33-0001; 34-029-21-33-0002


Signature

1/30/15
Date

If you are not the fee owner, attach another copy of this form which has been completed by the fee owner or a copy of your authorization to pursue this action.

If a corporation is fee title holder, attach a copy of the resolution of the Board of Directors authorizing this action.

If a joint venture or partnership is the fee owner, attach a copy of agreement authorizing this action on behalf of the joint venture or partnership.



Lake Elmo City Hall
651-747-3900
3800 Laveme Avenue North
Lake Elmo, MN 55042

AFFIRMATION OF SUFFICIENT INTEREST

I hereby affirm that I am the fee title owner of the below described property or that I have written authorization from the owner to pursue the described action.

Name of applicant OP4 Boulder Ponds, LLC for Bremer Financial Services
(Please Print)

Street address/legal description of subject property See attached Legal Description

Property to be acquired by OP4 Boulder Ponds prior to filing Final Plat

Said property will be platted right-of-way for 5th Street.

Kathy Tucci
Signature

January 27, 2015
Date

If you are not the fee owner, attach another copy of this form which has been completed by the fee owner or a copy of your authorization to pursue this action.

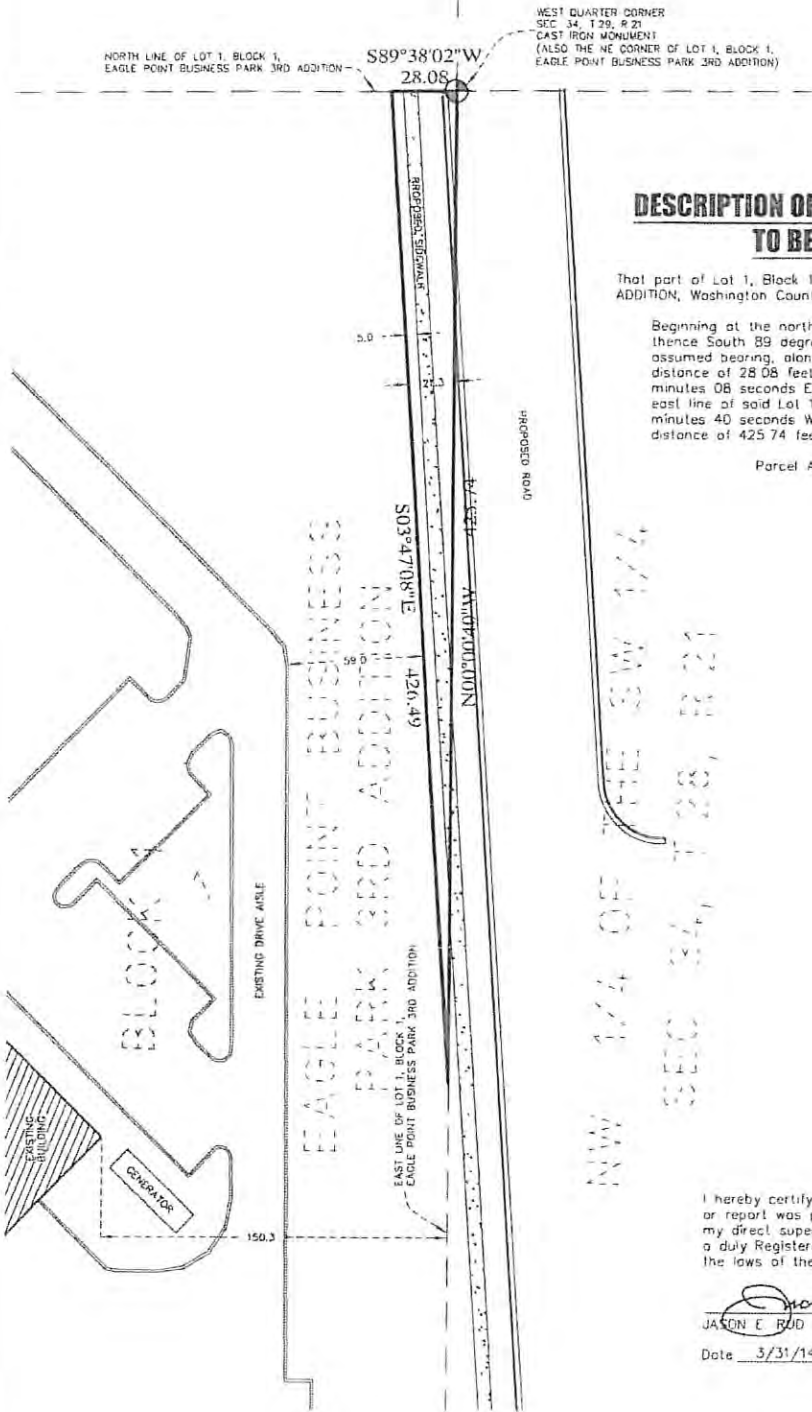
If a corporation is fee title holder, attach a copy of the resolution of the Board of Directors authorizing this action.

If a joint venture or partnership is the fee owner, attach a copy of agreement authorizing this action on behalf of the joint venture or partnership.

SKETCH AND DESCRIPTION

-of- PROPOSED PARCEL TO BE ACQUIRED - BREMER BANK
 -for- OP3 BOULDER PONDS, LLC


 NORTH
 SCALE: 1" = 50'



DESCRIPTION OF BREMER BANK PARCEL TO BE ACQUIRED

That part of Lot 1, Block 1, EAGLE POINT BUSINESS PARK 3RD ADDITION, Washington County, Minnesota described as follows:

Beginning at the northeast corner of said Lot 1, Block 1; thence South 89 degrees 38 minutes 02 seconds West, assumed bearing, along the north line of said Lot 1 a distance of 28.08 feet, thence South 03 degrees 47 minutes 08 seconds East a distance of 426.49 feet to the east line of said Lot 1, thence North 00 degrees 00 minutes 40 seconds West along said east line of Lot 1 a distance of 425.74 feet to the point of beginning.

Parcel Area = 5,976 sq. ft.

I hereby certify that this survey, plan or report was prepared by me or under my direct supervision and that I am a duly Registered Land Surveyor under the laws of the State of Minnesota.


 JASON E. RUD

Date 3/31/14 License No. 41578

 **E. G. RUD & SONS, INC.**
 Professional Land Surveyors
 6776 Lake Drive NE, Suite 110
 Lino Lakes, MN 55014
 Tel. (651) 361-8200 Fax (651) 361-8701



Lake Elmo City Hall
651-747-3900
3800 Laverne Avenue North
Lake Elmo, MN 55042

ACKNOWLEDGEMENT OF RESPONSIBILITY

This is to certify that I am making application for the described action by the City and that I am responsible for complying with all City requirements with regard to this request. This application should be processed in my name and I am the party whom the City should contact regarding any matter pertaining to this application.

I have read and understand the instructions supplied for processing this application. The documents and/or information I have submitted are true and correct to the best of my knowledge. I will keep myself informed of the deadlines for submission of material and of the progress of this application.

I understand that this application may be reviewed by City staff and consultants. I further understand that additional information, including, but not limited to, traffic analysis and expert testimony may be required for review of this application. I agree to pay to the City upon demand, expenses, determined by the City, that the City incurs in reviewing this application and shall provide an escrow deposit to the City in an amount to be determined by the City. Said expenses shall include, but are not limited to, staff time, engineering, legal expenses and other consultant expenses.

I agree to allow access by City personnel to the property for purposes of review of my application.

OP4 Boulder Ponds, LLC

Signature of applicant By:  Date 1/30/15

Timothy J. Brown

Name of applicant Its Senior Vice President Phone 612.353.3305

(Please Print)

Name and address of Contact (if other than applicant) _____

Deb Ridgeway

OP4 Boulder Ponds, LLC

c/o The Excelsior Group, LLC

11455 Viking Drive, Suite 350

Eden Prairie, MN 55344

(612)353.3307 or Deb.Ridgeway@ExcelsiorLLC.com



Final Plat & PUD Application Narrative/Written Statements

Consisting of nearly 60 acres, Boulder Ponds offers a uniquely planned mixed-use neighborhood. The variety of land uses provides a seamless transition to the existing surrounding areas. From the south, the commercial parcels complement the existing commercial uses. Moving north, the medium density residential serves to buffer the commercial from the lower density single family homes. 5th Street further provides the separation between the commercial and residential uses.

The design concept and goals for Boulder Ponds has generally remained consistent throughout the approval process. As opposed to the more standard grid approach, the curvilinear nature of the streets is designed around the existing topography of the site, which offers premium lots with maximum open space. Further, the design works to limit double fronted lots. The oversized cul-de-sacs, meandering sidewalks and varying setbacks not only enhance site lines, but also create a quality neighborhood with aesthetically pleasing characteristics.

The detached single family lots will consist of two types of housing; traditional single family homes and a detached Villa home. The single family homes are geared toward families typically with children with pricing starting around \$400,000. The detached Villa product will include association maintained grounds which is largely geared toward empty nesters. Pricing for these will start around \$300,000. Please refer to attached Typical Elevation and Floor Plans for further details on product type.

Boulder Ponds will have its own neighborhood theming evident in the signage, landscaping and site furnishings. Neighborhood signage will include monuments clad in natural stone at the main entry points as shown in the landscape plan set. Community gathering spaces will be located in key areas of Boulder Ponds including a larger centrally located gathering space along Jade Trail which will include a shelter, grill and seating. Another area will be in the southerly cul-de-sac to include a smaller scale shelter and seating. Consistent theming in all these elements creates a neighborhood with a stronger sense of identity. The homeowners associations will be responsible for the ownership and maintenance these special features.

INCLUDED ATTACHMENTS:

Attachment A – Lot Tabulation, Zoning & Density

Attachment B – Tree Study Plan

Attachment C – Typical House Plans

Written Statements

a. *Landowner's Name(s), Project Representatives and Contact Information.*

LANDOWNER/ DEVELOPER	OP4 Boulder Ponds, LLC c/o The Excelsior Group, LLC 11455 Viking Drive, Suite 350 Eden Prairie, MN 55344 Tim Brown, Senior Vice President 612.353.3305 Tim.Brown@ExcelsiorLLC.com Deb Ridgeway, Asset Manager 612.353.3307 Deb.Ridgeway@ExcelsiorLLC.com
LANDOWNER*	Bremer Bank (contact: Kathleen Tucci) 8555 Eagle Point Blvd PO Box 1000 Lake Elmo, MN 55042 651.434.4744 kmtucci@bremer.com

** OP4 Boulder Ponds is under contract with Bremer to purchase 0.14 acre to be used as 5th Street right-of-way. Closing is slated to occur prior to filing the final plat for Boulder Ponds.*

ENGINEER	Evolution Engineering Dean Robbins 651.303.7208 Evolutionengineeringmn@gmail.com
SURVEYOR	EG Rud Jason Rud 651.361.8200 jrud@egrud.com
LANDSCAPE ARCHITECT	Westwood Professional Services Cory Meyer 952.906.7437 cory.meyer@westwoodps.com
CONSULTING ENGINEER	SEH Steve Sletner 952.912.2637 ssletner@sehinc.com

b. Property Address, Zoning, Parcel Size, PID and Legal Description

	MAIN PARCEL	WEST TRIANGLE (Bremer)
ADDRESS	9120 Hudson Blvd	n/a
CURRENT ZONING	RT	BP
PARCEL SIZE		
Acres	59.49	0.14
Sq. Ft	2,591,320.2	6,098.4
PIDs	34-029-21-32-0001	n/a
	34-029-21-33-0001	
	34-029-21-33-0002	
LEGAL DESCR	<p>That part of the East Half of the Northwest Quarter of the Southwest Quarter and the West Half of the West Half of the Southwest Quarter in Section 34, Township 29, Range 21, Washington County, Minnesota, lying North of the North line of Minnesota Department of Transportation Right of Way Plat No. 82-43 filed March 22, 1982, as Document No. 429592.</p> <p>AND</p> <p>That part of the East Half of the Southwest Quarter of Section 34, Township 29, Range 21, Washington County, Minnesota as described as commencing at the northwest corner of said East Half of the Southwest Quarter; thence South 00 degrees 02 minutes 55 seconds West, assumed bearing, along the west line of said East Half a distance of 756.99 feet to the point of beginning of the parcel to be described; thence South 16 degrees 08 minutes 55 seconds East, along the centerline of the pipeline Easement described in Document No. 3172091, a distance of 437.96 feet; thence South 89 degrees 55 minutes 22 seconds West a distance of 122.17 feet to said west line of said East Half; thence North 00 degrees 02 minutes 55 seconds East along said west line a distance of 420.85 feet to the point of beginning.</p>	<p>That part of Lot 1, Block 1, Eagle Point Business Park 3rd Addition, Washington County, Minnesota described as beginning at the northeast corner of said Lot 1, Block 1; thence South 89 degrees 38 minutes 02 seconds West, assumed bearing, along the north line of said Lot 1 a distance of 28.08 feet; thence South 03 degrees 47 minutes 08 seconds East a distance of 426.49 feet to the east line of said Lot 1; thence North 00 degrees 00 minutes 40 seconds West along said east line of Lot 1 a distance of 425.74 feet to the point of beginning.</p>

c. Final Subdivision & Lot Information

Please refer to ATTACHMENT A Lot tabulation sheet for lot information.

d. How issues have been addressed since Preliminary Plat

Below are the conditions of preliminary approval per Resolution 2014-73 with responses:

	CONDITION	RESPONSE/STATUS
1	The applicant must enter into a separate grading agreement with the City prior to the commencement of any grading activity in advance of final plat and plan approval. The City Engineer shall review any grading plan that is submitted in advance of a final plat, and said plan shall document extent of any proposed grading on the site.	COMPLETE
2	The developer shall be required to submit an updated parkland dedication calculation in advance of Final Plat. Upon submission of the calculation, the applicant must work with the City to achieve the required parkland dedication amount per the City's Subdivision Ordinance. The developer shall be required to pay a fee in lieu of land dedication equivalent to the fair market value for the amount of land that is required to be dedicated for such purposes in the City's Subdivision Ordinance less the amount of land that is accepted for park purposes by the City. Any cash in lieu of land dedication shall be paid by the applicant prior to the release of the Final Plat for recording.	The greenway park lot will be dedicated with the second phase of development along with trail improvements. It is our desire to work with the City on a calculation as soon as possible, so that one fee per unit can be realized for the entire site. The park area to be dedicated (net of the powerline easement) is 77,315 square feet or 1.77 acres.
3	The developer shall follow all the rules and regulations of the Wetland Conservation Act and adhere to the conditions of approval for the South Washington Watershed District Permit.	PERMIT RECEIVED
4	The applicant will work with the Planning Staff to name all streets in the subdivision in a manner acceptable to the City prior to the submission of Final Plat. Modifications to the Preliminary Plat and Preliminary PUD Plans	COMPLETE
5	The applicant will work with staff to address the comments in the City Engineer's review memo dated 7/24/14 to the satisfaction of the City Engineer as part of the Final Plat and Final PUD Plan.	ON GOING
6	In addition to standard easements required by the Subdivision Ordinance, additional drainage and utility easements must be provided extending 10 feet from meandering sidewalks, as well as all of the portion of private lots between meandering sidewalks and the public right-of-way.	Upon final approval of sidewalk layout, 10 foot easements will be created prior to filing the Final Plat with Washington County.
7	The landscape plan shall be updated to locate all boulevard trees in between the public street and sidewalk to not interfere with private utilities.	COMPLETE
8	All islands and medians internal to the Boulder Ponds development shall be platted as part of the right-of-way and shall be maintained by the Home Owners Association. The	OK

	CONDITION	RESPONSE/STATUS
	applicant 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.	
9	The design of the northern buffer trail shall be modified to a width of 8 feet as opposed to the regional trail standard of 10 feet.	COMPLETE
10	The eastern segment of the northern buffer trail shall be moved to the south to the greatest extent possible with plantings to screen the trail on the north side.	COMPLETE
Plat Restrictions		
11	Prior to recording the Final Plat for any portion of the area shown in the Preliminary Plat, the Developer shall enter into a Developers Agreement acceptable to the City Attorney that delineates who is responsible for the design, construction, and payment of public improvements.	OK
12	The Final PUD Plan will include a development lot book to clarify proper building placement for use in granting building permits for the development.	OK. This will be complete once all staff comments have been addressed as part of the final approval process.

e. Site Density Calculation

Please refer to accompanying Lot Tabulation sheet for density information. There are multiple scenarios of density calculations.

In summary:

- The overall gross site density (for both phases of development) is calculated at 2.74 dwelling units per acre (DUA).
- Net of commercial, ponding and right-of way, the total site density is calculated at 5.18 DUA.

f. Phasing of Infrastructure and Other Improvements

Clearing & Grubbing. In late fall 2014, the site was cleared of trees.

Grading. In order to best balance the site, Boulder Ponds will be graded in its entirety including the cutting in of 5th Street and oversized ponding to accommodate 5th Street. It is anticipated that grading will be complete about May 2015.

Streets & Utilities. Utility construction will begin as soon as approvals are in place and in conjunction with grading operations. The 1st Phase includes all

improvements to serve 27 Single Family lots, 20 Villa lots and stubbed services for the commercial and senior lots. 5th Street will be constructed from the eastern property boundary to approximately 300 feet west of the Jade Trail intersection as part of the 1st phase. It is anticipated that first lift of asphalt will be complete about July 2015.

Site Amenities. Landscaping and monuments are anticipated to be installed by September 2015 prior to the Fall Parade of Homes.

Model Homes. All the single family and Villa style lots are under contract with one builder. Model homes will be entered in the Fall Parade of Homes. Therefore, the builder will request that building permits for each product style be obtained prior to installation of streets to ensure house completion.

Future Phases. The future phase of the development including the completion of 5th Street will occur dependent on sales. It is anticipated that this could be as early as 2016.

g. *How Concerns of Neighboring Properties Have Been Addressed*

The only concern raised was at the public hearing by a Stone Gate Estates neighbor. It was requested that the trail be located as far south as possible. With some grade adjustments, this has been achieved.

h. *How Conflicts with Nearby Land Uses and/or Disturbances to Wetlands or Natural Areas Have Been Mitigated*

Northerly Buffer. The future trail between Stone Gate Estates to the north softens the impact of the lot sizes between the two neighborhoods.

Transition. The future senior housing (MDR) provides a transition between the commercial and residential (LDR) uses.

5th Street. 5th Street provides a separation of the residential neighborhood from the surrounding commercial uses.

Supplemental Uses. The Boulder Ponds commercial area compliments the other commercial uses along Hudson Blvd.

Preservation. The existing wetland is being preserved.

i. *Justification that Proposal will Not Place Excessive Burden on Infrastructure in the Area.*

Roads / Traffic. We are participating in the construction of 5th Street, a regional MSA road that runs east/west. The City of Lake Elmo has studied the area and determined the new MSA road will be sufficient to serve the new developments in

the area. In addition to participation with the construction of 5th Street, we are proposing the construction of a north/south road (Jade Trail) connecting Hudson Blvd to 5th Street. Future turn lanes are shown on Hudson Blvd, which are planned for installation when Hudson Blvd is expanded.

Sewer. The site has gravity sewer access along Hudson Blvd that is served by the regional sewer system. This additional capacity has been accounted for in the City of Lake Elmo's Comprehensive Plan.

Water Supply. Water will be served by Oakdale's water supply until such time the City of Lake Elmo can run its own trunk lines to the wider regional development area. Staff has indicated there is sufficient water to serve the development.

Parks. A 3.85 acre linear park in the 2nd phase of development will connect to the regional system. Staff has indicated that the trail construction or other related improvement costs may be used as an offset to park dedication fees. It is understood that the City is not requiring additional parkland.

Fire / Police. The streets were designed to accommodate a ladder fire truck. Boulder Ponds is primarily residential, which tends to have less calls per capita than other property types.

j. *Proposed Lakeshore Access*

N/A

k. *Parks and Open Space Description*

The linear park located along the northerly property line will be dedicated and improved with a trail and landscaping with the 2nd phase of development.

l. *Development Schedule*

- Dec 2014 - Clearing and grubbing completed
- March 2015 - Grading
- April 2015 - 1st phase utility installation
- July 2015 - 1st phase street & sidewalk construction (1st lift)
- August 2015 - 1st Phase landscape and monument installation
- Sept 2016 - 2nd lift asphalt on 1st phase streets
- Summer 2016 - 2nd phase improvements (dependent on sales)

ATTACHMENT A
Lot Tabulation

BOULDER PONDS, Lake Elmo
Final Plat/PUD Lot Summary

1/30/2015

LOT	BLK	SQ FT	ACRE	LOT TYPE	PROPOSED ZONING	NOTES
LOTS						
1	1	17,447	0.40	Villa	LDR	
2	1	11,604	0.27	Villa	LDR	
3	1	12,822	0.29	Villa	LDR	
4	1	10,190	0.23	Villa	LDR	
5	1	11,353	0.26	Villa	LDR	
6	1	8,584	0.20	Villa	LDR	
7	1	8,587	0.20	Villa	LDR	
8	1	8,112	0.19	Villa	LDR	
9	1	8,410	0.19	Villa	LDR	
10	1	8,400	0.19	Villa	LDR	
11	1	10,631	0.24	Villa	LDR	
12	1	8,909	0.20	Villa	LDR	
13	1	8,180	0.19	Villa	LDR	
14	1	9,736	0.22	Villa	LDR	
15	1	10,913	0.25	Villa	LDR	
16	1	8,136	0.19	Villa	LDR	
17	1	7,625	0.18	Villa	LDR	<8,000 min sf
18	1	10,443	0.24	Villa	LDR	
19	1	9,087	0.21	Villa	LDR	
20	1	8,610	0.20	Villa	LDR	
1	2	15,836	0.36	Single Family	LDR	
2	2	9,873	0.23	Single Family	LDR	
3	2	8,620	0.20	Single Family	LDR	
4	2	8,005	0.18	Single Family	LDR	
5	2	9,105	0.21	Single Family	LDR	
6	2	11,684	0.27	Single Family	LDR	
1	3	11,896	0.27	Single Family	LDR	
2	3	8,428	0.19	Single Family	LDR	
3	3	8,338	0.19	Single Family	LDR	
4	3	8,078	0.19	Single Family	LDR	
5	3	8,159	0.19	Single Family	LDR	
6	3	9,788	0.22	Single Family	LDR	
7	3	8,004	0.18	Single Family	LDR	
8	3	7,450	0.17	Single Family	LDR	<8,000 min sf
9	3	8,229	0.19	Single Family	LDR	
10	3	8,112	0.19	Single Family	LDR	
11	3	9,100	0.21	Single Family	LDR	
1	4	9,102	0.21	Single Family	LDR	
2	4	9,510	0.22	Single Family	LDR	
3	4	9,309	0.21	Single Family	LDR	
4	4	9,199	0.21	Single Family	LDR	
5	4	8,532	0.20	Single Family	LDR	
6	4	8,480	0.19	Single Family	LDR	
7	4	8,172	0.19	Single Family	LDR	
8	4	10,194	0.23	Single Family	LDR	
9	4	8,225	0.19	Single Family	LDR	
10	4	8,280	0.19	Single Family	LDR	
OUTLOTS						
Outlot	A	77,577	1.78	Com'l (future)	Com'l	
Outlot	B	74,940	1.72	Com'l (future)	Com'l	
Outlot	C	105,449	2.42	64-unit Multifamily (future)	MDR	
Outlot	D	111,267	2.55	Ponding	LDR	to be deeded to City
Outlot	E	60,597	1.39	Ponding	Com'l	to be deeded to City
Outlot	F	186,947	4.29	Com'l (future)	Com'l	
Outlot	G	44,640	1.02	Ponding	LDR	to be deeded to City
Outlot	H	220,795	5.07	Single Family (future)	LDR	
Outlot	I	63,622	1.46	Wetland	LDR	to be deeded to City
Outlot	J	5,985	0.14	Common Area	LDR	to be deeded to HOA
Outlot	K	591,295	13.57	Single Family & Trail (future)	LDR	
Outlot	L	103,588	2.38	Ponding	LDR	to be deeded to City
RIGHT OF WAY						
		479,527	11.01	Right of Way		

59.04 TOTAL SITE ACREAGE

LDR Zoning

	1st Phase	2nd Phase	Total
SF Lots	27	33	60
Villa Lots	20	18	38
TOTAL Units	47	51	98

Acreage (LDR Area)	10.2	21.1	31.3
DUA (LDR area)	4.60	2.42	3.13

MDR Zoning

	1st Phase	2nd Phase	Total
MF Units	0	64	64

Acreage (MDR Area)	0	2.42	2.42
DUA (MDR Area)	0	26.44	26.44

Total Site Density

	Total Site (gross)	Total Site (net*)
Total Res'l Units	162	162
Area	59.04	31.29
DUA Overall	2.74	5.18

* Total site area net of ROW, Com'l and Ponding

ATTACHMENT B

Tree Study Plan

It is important to note that all trees have been cleared from the site, most of which were around the former homestead. The attached is a summary of the significant trees surveyed in May 2014 and was used for replacement calculation purposes.

