



NOTICE OF MEETING

City Council Meeting

Tuesday, July 3, 2018 7:00 P.M.

City of Lake Elmo | 3800 Laverne Avenue North

AGENDA

A. Call to Order/Pledge of Allegiance

B. Approval of Agenda

C. Accept Minutes

1. June 19, 2018

D. Public Comments/Inquires

E. Presentations

F. Consent Agenda

2. Approve Payment of Disbursements and Payroll
3. Approve Lake Elmo Jaycees Special Event Permit and Temporary Liquor License for Huff n Puff Days
4. Approve Extension of Comcast Cable Franchise Agreement
5. Approve Lake Jane Lake Association Improvement Matching Grant
6. Approve Removal of Self Storage Facilities from Zoning Code-*Ordinance 08-213*
7. Authorize Advertising for Public Works Operator
8. Accept Resignation of Part-Time Firefighter
9. Approve Royal Golf 2nd Addition Final Plat Amendment – *Resolution 2018-063*
10. Approve Royal Golf 2nd Addition Development Agreement – *Resolution 2018-064*
11. Approve Disposition of Surplus Fire Department Equipment

G. Regular Agenda

12. Wyndam Village Preliminary Plat and Zoning Map Amendment – *Ordinance 08-212; Resolution 2018-066*
13. Fire Rescue Engine & Equipment Purchase
14. Online/Credit Card Payment Charges

H. Council Reports

I. Staff Reports and Announcements

J. Adjourn

**CITY OF LAKE ELMO
CITY COUNCIL MINUTES
JUNE 19, 2018**

CALL TO ORDER/PLEDGE OF ALLEGIANCE

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

PRESENT: Mayor Mike Pearson and Councilmembers Justin Bloyer and Christine Nelson

Staff present: Administrator Handt, City Attorney Sonsalla, City Engineer Griffin, Planning Director Becker, Fire Chief Malmquist and City Clerk Johnson.

APPROVAL OF AGENDA

Councilmember Bloyer, seconded by Councilmember Nelson, moved TO POSTPONE ITEMS 14 AND 19 TO THE NEXT MEETING. Motion withdrawn.

Councilmember Bloyer, seconded by Councilmember Nelson, moved TO POSTPONE ITEM 17, “ROYAL GOLF 2ND ADDITION DEVELOPMENT AGREEMENT” TO THE NEXT COUNCIL MEETING. Motion passed 3 – 0.

Councilmember Bloyer, seconded by Councilmember Nelson, moved TO MOVE ITEMS 15 AND 16 TO THE CONSENT AGENDA. Motion passed 3 – 0.

Councilmember Bloyer, seconded by Mayor Pearson, moved TO AMEND THE PREVIOUS MOTION TO MOVE ONLY ITEM 16 TO THE CONSENT AGENDA. Motion passed 3 – 0.

Mayor Pearson, seconded by Councilmember Bloyer, moved TO AMEND THE AGENDA TO MOVE CLOSED SESSION ITEM J TO THE CONSENT AGENDA AS “RECISSION OF TERMINATION AND ACCEPTANCE OF RESIGNATION OF MATT NICKLAY.” Motion passed 3 – 0.

Councilmember Bloyer, seconded by Mayor Pearson, moved TO APPROVE THE AGENDA AS AMENDED. Motion passed 3 – 0.

ACCEPT MINUTES

Minutes of the June 5, 2018 Regular Meeting were accepted as presented.

PUBLIC COMMENTS/INQUIRIES

Tony Manzara, 5050 Kirkwood Avenue N., thanked the City Council and all those involved in getting the Sally Manzara Nature Center up and running, noting that about 225 people attended the grand opening.

CONSENT AGENDA

2. Approve Payment of Disbursements and Payroll
3. Accept Building Department May 2018 Report
4. Accept Fire Department May 2018 Report
5. Accept Public Works May 2018 Report
6. Approve 2018 Wage Adjustments
7. Approve Staggered EDA Terms
8. Approve Public Library Site Improvements Pay Request No. 1
9. Approve Old Village Phase 3 Street & Utility Improvements Pay Request No. 7
10. Approve I-94 Lift Station Change Order No. 3
11. Approve Eagle Point Blvd. Street Improvements – Resolution Declaring Costs to be Assessed, Ordering Preparation of Proposed Assessments, and Calling Hearing on Proposed Assessment – *Resolution 2018-069*
12. Approve CSAH 17 Phase 3 Improvements Cooperative Cost Share and Maintenance Agreement – *Resolution 2018-067 & 2018-068*
13. Approve Hiring of POC Firefighter
16. Royal Golf 2nd Addition Final Plat, PUD and Easement Vacation – *Resolution 2018-062, 2018-063*
20. Rescind Termination and Accept Resignation of Matt Nicklay

Councilmember Bloyer, seconded by Councilmember Nelson, moved TO APPROVE THE CONSENT AGENDA AS PRESENTED. Motion passed 3 - 0.

ITEM 15: Boulder Ponds 3rd Addition Final Plat and PUD

Planning Director Becker presented the final plat for the Boulder Ponds 3rd Addition.

Craig Rossow, 483 Julep Avenue North, asked that the 100 foot buffer be maintained along the border with the Stonegate neighborhood.

Councilmember Nelson, seconded by Councilmember Bloyer, moved TO ADOPT RESOLUTION 2018-065 APPROVING THE BOULDER PONDS 3RD ADDITION FINAL PLAT AND FINAL PUD PLAN WITH THE 12 CONDITIONS OF APPROVAL AS DRAFTED BY STAFF AND THE PLANNING COMMISSION BASED ON THE FINDINGS LISTED IN THE STAFF REPORT. Motion passed 3 – 0.

ITEM 18: Eden Park Storm Sewer Repair

**LAKE ELMO CITY COUNCIL MINUTES
JUNE 19, 2018**

Public Works Director Weldon reviewed the proposed repairs to the storm sewer discharge pipe on Lisbon Avenue in the Eden Park neighborhood.

Councilmember Nelson, seconded by Councilmember Bloyer, moved TO APPROVE REPAIRS OF EDEN PARK STORM SEWER FOR AN AMOUNT NOT TO EXCEED \$30,000 TO C. W. HOULE INC. Motion passed 3 – 0.

COUNCIL REPORTS

No reports presented.

STAFF REPORTS AND ANNOUNCEMENTS

Administrator Handt: Will be attending the League of MN Cities Conference June 20 – 22nd.

City Clerk Johnson: Will be attending the League of MN Cities Clerks Conference June 20 – 22nd.

City Attorney Sonsalla: Working on Boulder Ponds and Royal Golf development review.

City Engineer Griffin:

Meeting adjourned at 7:23 pm.

LAKE ELMO CITY COUNCIL

ATTEST:

Mike Pearson, Mayor

Julie Johnson, City Clerk



STAFF REPORT

DATE: July 03, 2018
CONSENT

TO: Mayor and City Council
FROM: Amy La Belle, Accountant
AGENDA ITEM: Payments & Disbursements
REVIEWED BY: Kristina Handt, City Administrator

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.

FISCAL IMPACT:

Claim #	Amount	Description
ACH	\$ 73,647.36	Payroll 06/21/18
47570 - 47633	\$ 347,033.68	Accounts Payable 07/03/18
TOTAL	\$ 420,681.04	

RECOMMENDATION:

If removed from the consent agenda, the recommended motion is as follows:

“Motion to approve the aforementioned disbursements in the amount of \$420,681.04”

ATTACHMENTS:

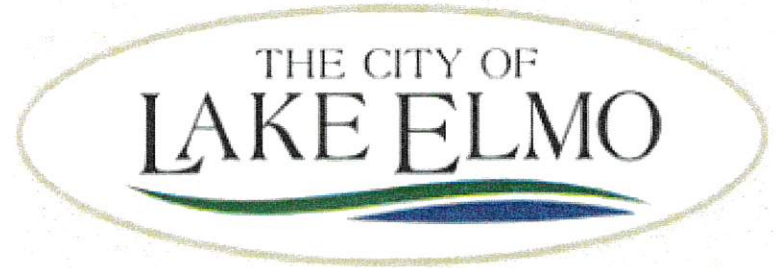
1. Accounts Payable – proof list(s)

K. Hunt

Accounts Payable

To Be Paid Proof List

User: DanieWeishaar
Printed: 06/28/2018 - 12:38PM
Batch: 00003.06.2018 - AP 070318



Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
Benck Mechanical									
BENCK									
44003	6/15/2018	539.04	0.00	07/03/2018				No	0
101-420-2220-44010 Repairs/Maint Bldg				Repairs tl ice machine, Station #1					
44003 Total:		539.04							
Benck Mechanical Total:		539.04							
Black Rock Property Maintenance, LLC.									
BLACKROC									
5069	6/11/2018	5,616.00	0.00	07/03/2018				No	0
101-450-5200-43150 Contracted Services				Mowing 5/14/18 - 5/28/18					
5069 Total:		5,616.00							
Black Rock Property Main		5,616.00							
Bolton & Menk, Inc									
BOLTONME									
0218479	6/12/2018	2,108.00	0.00	07/03/2018				No	0
409-480-8000-43150 Contract Services				2018 Street Improvements - Project No. 2017.156					
0218479 Total:		2,108.00							
0218480	6/12/2018	1,829.50	0.00	07/03/2018				No	0
803-000-0000-22910 Developer Payments				Hammes Estates 3rd Addition - Project No. 2018.112					

*** means this invoice number is a duplicate.

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number					Description	Reference			
	0218480 Total:	1,829.50							
0218481	6/12/2018	1,857.00	0.00	07/03/2018				No	0
602-495-9450-43150	Contract Services				I-94 Lift Station (No. 1) & Sani Sewer Imp-Project No. 201				
	0218481 Total:	1,857.00							
0218482	6/12/2018	581.50	0.00	07/03/2018				No	0
803-000-0000-22910	Developer Payments				Royal Golf Club - Project No. 2016.125 (H.C. GC Develop				
	0218482 Total:	581.50							
	Bolton & Menk, Inc Total:	6,376.00							
Braun Intertec Corporation									
BRAUN									
B131993	6/15/2018	1,495.51	0.00	07/03/2018				No	0
409-480-8000-43150	Contract Services				Old Village Phase 3 (Street Fund)				
B131993	6/15/2018	619.97	0.00	07/03/2018				No	0
601-494-9400-43150	Contract Services				Old Village Phase 3 (Water Fund)				
B131993	6/15/2018	802.02	0.00	07/03/2018				No	0
602-495-9450-43150	Contract Services				Old Village Phase 3 (Sanitary Sewer Fund)				
	B131993 Total:	2,917.50							
	Braun Intertec Corporation	2,917.50							
Buberl Black Dirt, Inc									
BUBERL									
21034	6/4/2018	337.50	0.00	07/03/2018				No	0
101-430-3100-42240	Str. Maint/Landscape Materi				Dirt for plow damage/sod repairs				
	21034 Total:	337.50							
	Buberl Black Dirt, Inc Tota	337.50							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
Central Pension Fund									
CENTRALP									
20180607	6/7/2018	421.51	0.00	07/03/2018				No	0
101-000-0000-21714 Union Pension				CPF Contributions - 060718					
	20180607 Total:	421.51							
	Central Pension Fund Total	421.51							
Central Wood Products									
CENWOOD									
392312	6/12/2018	2,612.50	0.00	07/03/2018				No	0
404-480-8000-44030 Repairs/Maint Imp Not Bldg				Mulch - Savona Park					
	392312 Total:	2,612.50							
	Central Wood Products Total	2,612.50							
Century Power Equipment									
CENTPOW									
746909	6/19/2018	126.30	0.00	07/03/2018				No	0
101-450-5200-44040 Repairs/Maint Eqpt				Mower belt					
	746909 Total:	126.30							
747031	6/19/2018	41.50	0.00	07/03/2018				No	0
101-450-5200-44040 Repairs/Maint Eqpt				Oil filter and oil					
	747031 Total:	41.50							
	Century Power Equipment Total	167.80							
Chamberlain, Cody									
CHAMBERL									
20180618	6/18/2018	140.71	0.00	07/03/2018				No	0
601-000-0000-37100 Water Sales				Overpayment - 5291 Marquess Trail N					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	20180618 Total:	140.71							
	Chamberlain, Cody Total:	140.71							
Cintas Corporation #754									
CINTAS									
4006725887	6/13/2018	109.04	0.00	07/03/2018				No	0
101-430-3100-44170				Uniforms					
4006725887	6/13/2018	59.50	0.00	07/03/2018				No	0
101-430-3100-42150				Operating Supplies					
	4006725887 Total:	168.54							
4007085514	6/26/2018	383.26	0.00	07/03/2018				No	0
101-000-0000-11805				Loan Receivable		062618 Cleaning and Maint. Supply			
4007085514	6/26/2018	22.18	0.00	07/03/2018				No	0
101-410-1940-44010				Repairs/Maint Contractual B		062618 Cleaning and Maint. Supply			
	4007085514 Total:	405.44							
4009623100	6/13/2018	88.93	0.00	07/03/2018				No	0
101-430-3100-44170				Uniforms					
4009623100	6/13/2018	145.27	0.00	07/03/2018				No	0
101-430-3100-42150				Operating Supplies		Rugs/soap/rags			
	4009623100 Total:	234.20							
	Cintas Corporation #754 T	808.18							
City of Oakdale									
CTYOAKDA									
6124	6/8/2018	510.42	0.00	07/03/2018				No	0
101-420-2220-44040				Repairs/Maint Eqpt		L1 A/C fan replacement			
	6124 Total:	510.42							
6125	6/8/2018	668.22	0.00	07/03/2018				No	0
101-420-2220-44040				Repairs/Maint Eqpt		CV1 new tires			

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
	6125 Total:	668.22							
	City of Oakdale Total:	1,178.64							
City of Roseville									
CTYROSEV									
224658	6/21/2018	5,748.00	0.00	07/03/2018				No	0
101-410-1450-43180	Information Technology/Web			Monthly IT Service - June 2018					
	224658 Total:	5,748.00							
224688	6/21/2018	96.72	0.00	07/03/2018				No	0
101-410-1320-43210	Telephone			Monthly Telephone - June 2018					
224688	6/21/2018	48.36	0.00	07/03/2018				No	0
101-410-1520-43210	Telephone			Monthly Telephone - June 2018					
224688	6/21/2018	48.36	0.00	07/03/2018				No	0
101-410-1910-43210	Telephone			Monthly Telephone - June 2018					
224688	6/21/2018	24.18	0.00	07/03/2018				No	0
101-410-1940-43210	Telephone			Monthly Telephone - June 2018					
224688	6/21/2018	48.36	0.00	07/03/2018				No	0
101-420-2100-43210	Telephone			Monthly Telephone - June 2018					
224688	6/21/2018	72.54	0.00	07/03/2018				No	0
101-420-2400-43210	Telephone			Monthly Telephone - June 2018					
224688	6/21/2018	145.08	0.00	07/03/2018				No	0
101-430-3100-43210	Telephone			Monthly Telephone - June 2018					
	224688 Total:	483.60							
	City of Roseville Total:	6,231.60							
Colemer, Jamie									
COLEMER									
20180612	6/12/2018	19.99	0.00	07/03/2018				No	0
101-430-3100-44030	Repairs/Maint Imp Not Bldg			Reimbursement - Trailer wire adaptor					
	20180612 Total:	19.99							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
	Colemer, Jamie Total:	19.99							
Companion Animal Control, LLC									
C A C									
20180601	6/1/2018	500.00	0.00	07/03/2018				No	0
	101-420-2700-43150 Contract Services				Animal control services - May 2018				
20180601	6/1/2018	60.00	0.00	07/03/2018				No	0
	101-420-2700-43150 Contract Services				Call Response/Impoundment 7am-7pm				
20180601	6/1/2018	180.00	0.00	07/03/2018				No	0
	101-420-2700-43150 Contract Services				Impoundment 7am-7pm				
	20180601 Total:	740.00							
	Companion Animal Contro	740.00							
Coordinated Business Systems									
COORDIN									
CNIN280283	6/20/2018	123.75	0.00	07/03/2018				No	0
	101-410-1940-44010 Repairs/Maint Contractual B				Sharp MX-5141 Maint 062218-092118				
	CNIN280283 Total:	123.75							
	Coordinated Business Syst	123.75							
Core & Main LP									
CORE									
916931	5/24/2018	63,311.00	0.00	07/03/2018				No	0
	601-494-9400-42300 Water Meters & Supplies				Water meters				
	916931 Total:	63,311.00							
922777	6/6/2018	4,850.00	0.00	07/03/2018				No	0
	601-494-9400-42300 Water Meters & Supplies				Water meters				
	922777 Total:	4,850.00							
980329	6/6/2018	2,035.02	0.00	07/03/2018				No	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
601-494-9400-42300	Water Meters & Supplies				Water meters				
	980329 Total:	2,035.02							
	Core & Main LP Total:	70,196.02							
Delta Dental Of Minnesota									
DELTA									
7319981	6/15/2018	1,075.05	0.00	07/03/2018				No	0
101-000-0000-21706	Medical Insurance				July 2018 Premium				
	7319981 Total:	1,075.05							
	Delta Dental Of Minnesota	1,075.05							
Earl F. Andersen, Inc.									
EARLANDE									
117444	5/31/2018	846.60	0.00	07/03/2018				No	0
101-430-3100-42250	Street Maintenance				Street signs				
	117444 Total:	846.60							
117523	6/8/2018	170.65	0.00	07/03/2018				No	0
101-430-3100-42250	Street Maintenance				Street signs				
	117523 Total:	170.65							
	Earl F. Andersen, Inc. Tota	1,017.25							
Fastenal Company									
FASTENAL									
MNOAK21946	2/1/2018	69.80	0.00	07/03/2018				No	0
101-430-3100-42210	Repair/Maint. Supplies				Chain				
	MNOAK21946 Total:	69.80							
MNOAK22266	3/1/2018	9.19	0.00	07/03/2018				No	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
101-450-5200-42210	Repair/Maint. Supplies				Screws				
	MNOAK22266 Total:	9.19							
MNOAK23060	4/29/2018	19.00	0.00	07/03/2018				No	0
101-430-3100-42210	Repair/Maint. Supplies				Nuts and bolts				
	MNOAK23060 Total:	19.00							
	Fastenal Company Total:	97.99							
Fedorowski, Dan FEDOROWS									
20180601	6/1/2018	72.50	0.00	07/03/2018				No	0
601-000-0000-37100	Water Sales				Overpayment - 4964 Lily Avenue N				
	20180601 Total:	72.50							
	Fedorowski, Dan Total:	72.50							
Friends of LE Sunfish Lake Prk FROFSUNF									
20180625	6/25/2018	3,550.00	0.00	07/03/2018				No	0
803-000-0000-22920	Interpretive Nature Center				Plumbing Final				
20180625	6/25/2018	13,050.00	0.00	07/03/2018				No	0
803-000-0000-22920	Interpretive Nature Center				Electrical Final				
20180625	6/25/2018	3,345.61	0.00	07/03/2018				No	0
803-000-0000-22920	Interpretive Nature Center				Exterior Doors & Openers				
	20180625 Total:	19,945.61							
	Friends of LE Sunfish Lake	19,945.61							
Graphic Specialties Inc. GRAPHICS									
31275.01	6/1/2018	35.50	0.00	07/03/2018				No	0
101-000-0000-11805	Loan Receivable				Directory sign - Brookfield Bldg (Rocco's Pizza)				

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
	31275.01 Total:	35.50							
	Graphic Specialties Inc. To	35.50							
Great America Financial									
GREATAM									
22842642	6/15/2018	430.24	0.00	07/03/2018				No	0
	101-410-1940-44040 Repairs/Maint Contractual E				Sharp MX-5141N Maint May 2018 - Copier at Brookfield, I				
	22842642 Total:	430.24							
22842643	6/15/2018	752.94	0.00	07/03/2018				No	0
	101-410-1940-44040 Repairs/Maint Contractual E				Sharp MX-5070 Main May 2018 - Copier at Brookfield, Re				
	22842643 Total:	752.94							
	Great America Financial To	1,183.18							
Hawk Labeling Systems									
HAWK									
208840	6/8/2018	126.18	0.00	07/03/2018				No	0
	101-430-3100-42150 Operating Supplies				Label making supplies				
208840	6/8/2018	126.19	0.00	07/03/2018				No	0
	101-450-5200-42150 Operating Supplies				Label making supplies				
208840	6/8/2018	126.19	0.00	07/03/2018				No	0
	601-494-9400-42150 Operating Supplies				Label making supplies				
208840	6/8/2018	126.19	0.00	07/03/2018				No	0
	602-495-9450-42150 Operating Supplies				Label making supplies				
	208840 Total:	504.75							
	Hawk Labeling Systems To	504.75							
HeathPartners									
HLTHPART									
20180612	6/12/2018	82.00	0.00	07/03/2018				No	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
101-450-5200-44300	Miscellaneous				Health Services (drug/alcohol screens and exams)				
	20180612 Total:	82.00							
20180613	6/13/2018	1,429.00	0.00	07/03/2018				No	0
101-420-2220-43050	Physicals				Annual Physicals, Goodspeed, Sachs, Jorgensen				
	20180613 Total:	1,429.00							
	HeathPartners Total:	1,511.00							
Holiday Credit Office									
HOLIDAYC									
20180615	6/15/2018	208.17	0.00	07/03/2018				No	0
101-420-2220-42120	Fuel, Oil and Fluids				Fuel				
	20180615 Total:	208.17							
	Holiday Credit Office Tota	208.17							
Innovative Office Solutions									
INNOVAT									
20180322	3/22/2018	-178.45	0.00	07/03/2018				No	0
101-430-3100-42000	Office Supplies				CREDIT - Duplicate Payment				
	20180322 Total:	-178.45							
IN2070274	6/1/2018	132.36	0.00	07/03/2018				No	0
101-450-5200-42000	Office Supplies				Printer ink				
IN2070274	6/1/2018	86.26	0.00	07/03/2018				No	0
603-496-9500-42000	Office Supplies				Printer ink				
	IN2070274 Total:	218.62							
IN2072515	6/5/2018	29.99	0.00	07/03/2018				No	0
101-410-1320-42000	Office Supplies				Office Supplies				
IN2072515	6/5/2018	28.65	0.00	07/03/2018				No	0
101-420-2400-42000	Office Supplies				Office Supplies				

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number					Description	Reference			
	IN2072515 Total:	58.64							
IN2084800	6/14/2018	217.30	0.00	07/03/2018				No	0
101-410-1520-42000 Office Supplies					Office Supplies				
IN2084800	6/14/2018	59.98	0.00	07/03/2018				No	0
101-410-1320-42000 Office Supplies					Paper				
	IN2084800 Total:	277.28							
IN2091966	6/21/2018	11.38	0.00	07/03/2018				No	0
101-410-1520-42000 Office Supplies					Name Plate - SI				
	IN2091966 Total:	11.38							
IN2092105	6/21/2018	11.38	0.00	07/03/2018				No	0
101-450-5200-42000 Office Supplies					Name Plate - BW				
	IN2092105 Total:	11.38							
SCH-073923	5/29/2018	-37.05	0.00	07/03/2018				No	0
101-410-1320-42000 Office Supplies					CREDIT - Returned Items				
	SCH-073923 Total:	-37.05							
	Innovative Office Solutions	361.80							
IUOE Local 49 IUOEDUES 20180606	6/6/2018	241.50	0.00	07/03/2018				No	0
101-000-0000-21712 Union Dues					Union Dues - June 2018				
	20180606 Total:	241.50							
	IUOE Local 49 Total:	241.50							
Jani-King of Minnesota, Inc JANIKING MIN06180178	6/1/2018	334.86	0.00	07/03/2018				No	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
101-410-1940-44010	Repairs/Maint Contractual B				Cleaning Services - City Hall June 2018				
	MIN06180178 Total:	334.86							
	Jani-King of Minnesota, In	334.86							
Johnson & Turner Attorneys									
JOHNSON&									
72333	5/31/2018	3,500.00	0.00	07/03/2018				No	0
101-420-2150-43045	Attorney Criminal				Presecutions Svs May 2018				
	72333 Total:	3,500.00							
	Johnson & Turner Attorney	3,500.00							
Kennedy & Graven, Chartered									
KENGRAVE									
143419	6/25/2018	4,057.37	0.00	07/03/2018				No	0
101-410-1320-43040	Legal Services				General Matters				
143419	6/25/2018	467.53	0.00	07/03/2018				No	0
101-410-1320-43040	Legal Services				Haz Bldg - 9240 31st Street				
143419	6/25/2018	689.75	0.00	07/03/2018				No	0
101-410-1320-43040	Legal Services				Personnel Matters				
143419	6/25/2018	430.00	0.00	07/03/2018				No	0
803-000-0000-22910	Developer Payments				Easton Village 3rd				
143419	6/25/2018	1,660.50	0.00	07/03/2018				No	0
601-494-9400-43040	Legal Services				3M litigation				
143419	6/25/2018	15,680.70	0.00	07/03/2018				No	0
101-410-1320-43040	Legal Services				Lake Elmo Inn Assessment Appeal				
143419	6/25/2018	677.25	0.00	07/03/2018				No	0
803-000-0000-22910	Developer Payments				Boulder Ponds 3rd				
143419	6/25/2018	269.22	0.00	07/03/2018				No	0
803-000-0000-22910	Developer Payments				Easton Village 4th				
143419	6/25/2018	247.25	0.00	07/03/2018				No	0
803-000-0000-22910	Developer Payments				Royal Golf 2nd				
143419	6/25/2018	341.00	0.00	07/03/2018				No	0
101-410-1320-43040	Legal Services				Local 49 Grievance				

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
143419	6/25/2018	758.50	0.00	07/03/2018				No	0
601-494-9400-43040	Legal Services			White Bear Lake vs DNR					
	143419 Total:	25,279.07							
	Kennedy & Graven, Charte	25,279.07							
Lake Elmo Repair, Inc									
LEREPAIR									
178006	5/7/2018	879.99	0.00	07/03/2018				No	0
601-494-9400-44040	Repairs/Maint. Equip.			Brake and sway bar repair 07-1					
	178006 Total:	879.99							
	Lake Elmo Repair, Inc Tota	879.99							
Lake Jane Association									
LAKEJANE									
2018	6/19/2018	4,506.17	0.00	07/03/2018				No	0
101-450-5200-44302	Lakes			Lake Jane Matching Grant for AIS Treatment					
	2018 Total:	4,506.17							
	Lake Jane Association Tota	4,506.17							
League of MN Cities Ins. Trust									
LMCIT									
20180525	5/25/2018	30,999.37	0.00	07/03/2018				No	0
101-410-1320-43610	Insurance			2019 Insurance Premium					
20180525	5/25/2018	7,194.82	0.00	07/03/2018				No	0
101-420-2220-43630	Vehicle Insurance			2019 Insurance Premium					
20180525	5/25/2018	2,565.77	0.00	07/03/2018				No	0
101-420-2400-43630	Insurance			2019 Insurance Premium					
20180525	5/25/2018	17,740.12	0.00	07/03/2018				No	0
101-430-3100-43630	Insurance			2019 Insurance Premium					
20180525	5/25/2018	5,403.09	0.00	07/03/2018				No	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number					Description	Reference			
101-450-5200-43630 Insurance 20180525	5/25/2018	7,981.23	0.00	07/03/2018	2019 Insurance Premium			No	0
601-494-9400-43610 Insurance 20180525	5/25/2018	3,187.34	0.00	07/03/2018	2019 Insurance Premium			No	0
602-495-9450-43610 Insurance 20180525	5/25/2018	5,001.26	0.00	07/03/2018	2019 Insurance Premium			No	0
603-496-9500-43610 Insurance					2019 Insurance Premium				
	20180525 Total:	80,073.00							
20180611	6/11/2018	714.50	0.00	07/03/2018				No	0
601-494-9400-41510 Workers Compensation 20180611	6/11/2018	714.50	0.00	07/03/2018	2018 Workers Compensation Audit Adj			No	0
602-495-9450-41510 Workers Compensation					2018 Workers Compensation Audit Adj				
	20180611 Total:	1,429.00							
	League of MN Cities Ins. T	81,502.00							
Lillie Suburban Newspaper Inc. Lillie 20180531	5/31/2018	54.63	0.00	07/03/2018				No	0
101-410-1910-43510 Legal Publishing 20180531	5/31/2018	28.75	0.00	07/03/2018	Notice SWPPP			No	0
101-410-1910-43510 Legal Publishing 20180531	5/31/2018	57.50	0.00	07/03/2018	Notice - Boulder Ponds			No	0
101-410-1910-43510 Legal Publishing 20180531	5/31/2018	23.00	0.00	07/03/2018	Notice - Stillwater Schools			No	0
101-410-1910-43510 Legal Publishing 20180531	5/31/2018	17.25	0.00	07/03/2018	Ordinances 08-209 & 210			No	0
101-410-1910-43510 Legal Publishing 20180531	5/31/2018	60.38	0.00	07/03/2018	Notice - Chapter 154			No	0
101-410-1910-43510 Legal Publishing					Rsolution 2018-053				
	20180531 Total:	241.51							
	Lillie Suburban Newspaper	241.51							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
Loffler Companies, Inc.									
LOFF									
2837384	6/12/2018	22.38	0.00	07/03/2018				No	0
101-410-1940-44040	Repairs/Maint Contractual E			Copies Konica C253 (City Hall) 0510-0609					
2837384 Total:		22.38							
Loffler Companies, Inc. To		22.38							
Master Technology Group									
MASTERTE									
623877	6/4/2018	301.77	0.00	07/03/2018				No	0
101-410-1320-43180	Information Technology/Web			Data cables & jacks - Brookfield Building					
623877 Total:		301.77							
Master Technology Group		301.77							
Menards - Oakdale									
MENARDSO									
56004	6/5/2018	13.39	0.00	07/03/2018				No	0
101-450-5200-42230	Building Repair Supplies			VFW irrigation repairs					
56004 Total:		13.39							
56143	6/5/2018	31.78	0.00	07/03/2018				No	0
101-450-5200-42150	Operating Supplies			Misc. operating supplies					
56143 Total:		31.78							
56559	6/14/2018	55.79	0.00	07/03/2018				No	0
101-420-2220-44010	Repairs/Maint Bldg			Station #1 supplies					
56559 Total:		55.79							
57160	6/25/2018	71.96	0.00	07/03/2018				No	0
101-420-2220-44010	Repairs/Maint Bldg			Station #1 supplies, light bulbs					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
	57160 Total:	71.96							
	Menards - Oakdale Total:	172.92							
Minnesota Hoist Inspection, Inc.									
MNHOISTI									
20180501002	5/1/2018	559.00	0.00	07/03/2018				No	0
	101-430-3100-44030 Repairs/Maint Imp Not Bldg				Annual hoist inspections				
	20180501002 Total:	559.00							
	Minnesota Hoist Inspectio	559.00							
MN Clean Services, Inc.									
MNCLEANS									
618035	6/1/2018	396.95	0.00	07/03/2018				No	0
	101-000-0000-11805 Loan Receivable				Brookfield Bldg Cleaning Services June 2018				
	618035 Total:	396.95							
	MN Clean Services, Inc. To	396.95							
MSA Professional Services, Inc									
MSAPROF									
15	6/22/2018	16,761.87	0.00	07/03/2018				No	0
	601-494-9400-43030 Engineering Services				Inwood Booster Station - Project No. 2014.129				
	15 Total:	16,761.87							
	MSA Professional Services	16,761.87							
Northland Trust Services									
NORTHL									
ELMO10B	6/11/2018	17,390.00	0.00	07/03/2018				No	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
318-470-7000-46110 Bond Interest					2010B GO Bond - Interest 08/01				
	ELMO10B Total:	17,390.00							
ELMO11A	6/11/2018	3,820.00	0.00	07/03/2018				No	0
319-470-7000-46110 Bond Interest					2011A GO Bond - Interest 08/01				
	ELMO11A Total:	3,820.00							
ELMO12B	6/11/2018	3,866.25	0.00	07/03/2018				No	0
321-470-7000-46110 Bond Interest					2012B GO Bond - Interest 08/01				
	ELMO12B Total:	3,866.25							
LKEL10A	6/11/2018	2,981.25	0.00	07/03/2018				No	0
317-470-7000-46110 Bond Interest					2010A GO Bond - Interest 08/01				
	LKEL10A Total:	2,981.25							
	Northland Trust Services T	28,057.50							
NUSS, TANYA									
NUSST									
20180627	6/27/2018	5.88	0.00	07/03/2018				No	0
101-410-1320-43310 Mileage					Reimbursement - Mileage Recycling Meeting				
20180627	6/27/2018	5.89	0.00	07/03/2018				No	0
101-410-1410-43310 Travel Expense					Reimbursement - Mileage Voter Training				
	20180627 Total:	11.77							
	NUSS, TANYA Total:	11.77							
Overhead Door Company									
OVERHEAD									
105051	5/31/2018	752.90	0.00	07/03/2018				No	0
101-430-3100-44010 Repairs/Maint Bldg					West garage door repairs at PW				
	105051 Total:	752.90							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
105608	5/31/2018	288.40	0.00	07/03/2018				No	0
101-430-3100-44010	Repairs/Maint Bldg			East garage door repairs at PW					
	105608 Total:	288.40							
	Overhead Door Company T	1,041.30							
S & R Appliance Repair, Inc.									
SRHEATIN									
47561	6/6/2018	2,640.00	0.00	07/03/2018				No	0
101-000-0000-11805	Loan Receivable			Brookfield Building yearly maintenance contract					
	47561 Total:	2,640.00							
47562	6/6/2018	1,148.16	0.00	07/03/2018				No	0
101-000-0000-11805	Loan Receivable			Brookfield Building repairs					
	47562 Total:	1,148.16							
	S & R Appliance Repair, In	3,788.16							
Safe-Fast, Inc.									
SAFEFAST									
200778	6/6/2018	7.48	0.00	07/03/2018				No	0
601-494-9400-42400	Small Tools & Minor Equipm			Confined Space Equipment					
200778	6/6/2018	7.47	0.00	07/03/2018				No	0
602-495-9450-42400	Small Tools & Minor Equipm			Confined Space Equipment					
	200778 Total:	14.95							
200949	6/6/2018	95.76	0.00	07/03/2018				No	0
101-430-3100-42210	Repair/Maint. Supplies			Marking paint					
	200949 Total:	95.76							
	Safe-Fast, Inc. Total:	110.71							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
Short Elliott Hendrickson, Inc									
SEH									
350929	6/12/2018	1,045.18	0.00	07/03/2018				No	0
601-494-9400-43030 Engineering Services				Construction Services - Project No. 2015.130, Inwood water					
350929 Total:		1,045.18							
351063	6/12/2018	25,105.18	0.00	07/03/2018				No	0
409-480-8000-43150 Contract Services				Final Design Services - Project No. 2017.157-OV Phase 4 I					
351063 Total:		25,105.18							
351065	6/12/2018	1,718.33	0.00	07/03/2018				No	0
404-480-8000-44030 Repairs/Maint Imp Not Bldg				Library Parking Lot Construction - Project 2016.132					
351065	6/12/2018	4,009.45	0.00	07/03/2018				No	0
411-480-8000-45200 Buildings and Structures				Public Library Site Improvements					
351065	6/12/2018	778.75	0.00	07/03/2018				No	0
803-000-0000-22910 Developer Payments				Wildflower 3rd Addition - Low Pressure System					
351065 Total:		6,506.53							
Short Elliott Hendrickson,		32,656.89							
Shred-It USA									
SHRED-IT									
8124903677	5/31/2018	352.83	0.00	07/03/2018				No	0
101-410-1320-43150 Contract Services				Document Shredding - May 2018					
8124903677 Total:		352.83							
Shred-It USA Total:		352.83							
Southwind Builders									
SOUTHWIN									
2018-640	6/27/2018	485.00	0.00	07/03/2018				No	0
101-000-0000-20200 Accounts Payable				Refund overpayment on permit 2018-640					
2018-640 Total:		485.00							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
Southwind Builders Total:		485.00							
Sprint									
SPRINT									
761950227-183	6/18/2018	7.75	0.00	07/03/2018				No	0
101-410-1910-43210 Telephone	Cell Phone Service - Planning Dept								
761950227-183	6/18/2018	61.76	0.00	07/03/2018				No	0
101-410-1320-43210 Telephone	Cell Phone Service - Administration								
761950227-183	6/18/2018	194.62	0.00	07/03/2018				No	0
101-420-2220-43210 Telephone	Cell Phone Service - Fire Dept								
761950227-183	6/18/2018	204.10	0.00	07/03/2018				No	0
101-420-2400-43210 Telephone	Cell Phone Service - Building Dept								
761950227-183	6/18/2018	97.90	0.00	07/03/2018				No	0
101-430-3100-43210 Telephone	Cell Phone Service - Public Works Dept								
761950227-183	6/18/2018	53.51	0.00	07/03/2018				No	0
101-450-5200-43210 Telephone	Cell Phone Service - Parks Dept								
761950227-183 Total:		619.64							
Sprint Total:		619.64							
SRF Consulting Group, Inc									
SRFCONSU									
08132.01-7	5/31/2018	275.19	0.00	07/03/2018				No	0
101-410-1930-43030 Engineering Services	State Highway 36 South Frontage - Project No. 2014.120								
08132.01-7 Total:		275.19							
SRF Consulting Group, Inc		275.19							
Stillwater Ace Hardware									
STILLACE									
198892/1	6/18/2018	59.17	0.00	07/03/2018				No	0
101-450-5200-42210 Repair/Maint. Supplies	Basketball nets and gas can								
198892/1	6/18/2018	7.96	0.00	07/03/2018				No	0
601-494-9400-42150 Operating Supplies	Keys								

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	198892/1 Total:	67.13							
	Stillwater Ace Hardware To	67.13							
Swanson Haskamp Consulting SHC									
633	6/19/2018	5,895.00	0.00	07/03/2018				No	0
101-410-1910-43020	Comprehensive Planning			2040 Comprehensive Plan Project					
	633 Total:	5,895.00							
	Swanson Haskamp Consul	5,895.00							
T.A. Schifsky & Sons Inc TASCH									
62924	6/11/2018	777.40	0.00	07/03/2018				No	0
101-430-3100-42210	Repair/Maint. Supplies			Hot mix					
	62924 Total:	777.40							
62963	6/18/2018	496.60	0.00	07/03/2018				No	0
101-430-3100-42210	Repair/Maint. Supplies			Hot mix					
	62963 Total:	496.60							
	T.A. Schifsky & Sons Inc T	1,274.00							
Tessman Company Corp TESSMAN									
S274621	6/11/2018	181.00	0.00	07/03/2018				No	0
101-450-5200-42210	Repair/Maint. Supplies			Grass seed and fertilizer					
S274621	6/11/2018	181.00	0.00	07/03/2018				No	0
101-430-3100-42240	Str. Maint/Landscape Materi			Grass seed and fertilizer					
	S274621 Total:	362.00							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
Tessman Company Corp T		362.00							
Tri State Bobcat, Inc. TRISTATE R27385	6/13/2018	654.50	0.00	07/03/2018	Mulch blower for Savona Park			No	0
404-480-8000-44030 Repairs/Maint Imp Not Bldg									
R27385 Total:		654.50							
Tri State Bobcat, Inc. Total		654.50							
TruGreen TRUGREEN 84813351	6/25/2018	395.00	0.00	07/03/2018	Spring weed and feed			No	0
101-450-5200-43150 Contracted Services									
84813351 Total:		395.00							
84849772	6/25/2018	459.00	0.00	07/03/2018	Spring weed and feed			No	0
101-450-5200-43150 Contracted Services									
84849772 Total:		459.00							
84866637	6/25/2018	134.00	0.00	07/03/2018	Spring weed and feed			No	0
101-450-5200-43150 Contracted Services									
84866637 Total:		134.00							
84891649	6/25/2018	614.00	0.00	07/03/2018	Spring weed and feed			No	0
101-450-5200-43150 Contracted Services									
84891649 Total:		614.00							
TruGreen Total:		1,602.00							

Verizon Wireless
VERIZON

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
9808898748	6/10/2018	35.01	0.00	07/03/2018				No	0
101-420-2220-43210 Telephone					Air card for tablet				
	9808898748 Total:	35.01							
	Verizon Wireless Total:	35.01							
Washington County									
WASH-REC									
20180601	6/1/2018	46.00	0.00	07/03/2018				No	0
101-410-1910-43150 Contract Services					Encroachment Agreement - Van Horn				
20180601	6/1/2018	92.65	0.00	07/03/2018				No	0
101-410-1320-43150 Contract Services					Library Quit Claim Deeds				
	20180601 Total:	138.65							
	Washington County Total:	138.65							
Washington County									
WASRADIO									
142029	6/15/2018	3,800.76	0.00	07/03/2018				No	0
101-420-2220-43230 Radio					Quarterly user fee for 800 MHz radios				
	142029 Total:	3,800.76							
	Washington County Total:	3,800.76							
White, Anita									
Whiteani									
20180625	6/25/2018	55.00	0.00	07/03/2018				No	0
101-410-1450-43620 Cable Operations					Cable Operations - 6/18/18 (Planning)				
20180625	6/25/2018	55.00	0.00	07/03/2018				No	0
101-410-1450-43620 Cable Operations					Cable Operations - 6/19/18 (Finance)				
20180625	6/25/2018	55.00	0.00	07/03/2018				No	0
101-410-1450-43620 Cable Operations					Cable Operations - 6/19/18 (Council)				

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number					Description	Reference			
	20180625 Total:	165.00							
	White, Anita Total:	165.00							
Xcel Energy									
XCEL									
596564620	6/20/2018	345.39	0.00	07/03/2018				No	0
602-495-9450-43810	Electric Utility				Lift Station				
	596564620 Total:	345.39							
596623518	6/20/2018	45.71	0.00	07/03/2018				No	0
101-450-5200-43810	Electric Utility				Parks Bldg				
	596623518 Total:	45.71							
596627285	6/20/2018	15.88	0.00	07/03/2018				No	0
602-495-9450-43810	Electric Utility				Lift Station				
	596627285 Total:	15.88							
596632451	6/20/2018	17.16	0.00	07/03/2018				No	0
602-495-9450-43810	Electric Utility				Lift Station				
	596632451 Total:	17.16							
596636337	6/20/2018	405.78	0.00	07/03/2018				No	0
101-420-2220-43810	Electric Utility				Fire Station 1				
	596636337 Total:	405.78							
596637699	6/20/2018	62.74	0.00	07/03/2018				No	0
101-450-5200-43810	Electric Utility				Legion Park				
	596637699 Total:	62.74							
596639589	6/20/2018	32.97	0.00	07/03/2018				No	0
101-430-3100-43810	Electric Utility				Traffic Lights				

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
		<hr/>							
		596639589 Total:							
596645781	6/20/2018	21.48	0.00	07/03/2018				No	0
101-450-5200-43810				Pebble Park					
		<hr/>							
		596645781 Total:							
596648589	6/20/2018	27.33	0.00	07/03/2018				No	0
601-494-9400-43810				Water Tower 2					
		<hr/>							
		596648589 Total:							
596650589	6/20/2018	46.10	0.00	07/03/2018				No	0
101-430-3100-43810				Traffic Lights					
		<hr/>							
		596650589 Total:							
596657853	6/20/2018	12.70	0.00	07/03/2018				No	0
101-430-3100-43810				Speed Sign Hwy 5					
		<hr/>							
		596657853 Total:							
596669113	6/20/2018	3,749.46	0.00	07/03/2018				No	0
601-494-9400-43810				Pumphouse					
		<hr/>							
		596669113 Total:							
596671374	6/20/2018	153.88	0.00	07/03/2018				No	0
601-494-9400-43810				Pumphouse					
		<hr/>							
		596671374 Total:							
596676562	6/20/2018	12.80	0.00	07/03/2018				No	0
101-450-5200-43810				Sunfish Park					
		<hr/>							
		596676562 Total:							
596677062	6/20/2018	11.31	0.00	07/03/2018				No	0
101-450-5200-43810				Tennis Court					
		<hr/>							
		596677062 Total:							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number					Description	Reference			
596682217	6/20/2018	40.97	0.00	07/03/2018				No	0
101-430-3100-43810					Electric Utility	Traffic Lights			
		<hr/>							
		596682217 Total:							
		40.97							
596686117	6/20/2018	49.07	0.00	07/03/2018				No	0
101-430-3100-43810					Electric Utility	Traffic Lights			
		<hr/>							
		596686117 Total:							
		49.07							
596692216	6/20/2018	44.74	0.00	07/03/2018				No	0
101-430-3100-43810					Electric Utility	Traffic Lights			
		<hr/>							
		596692216 Total:							
		44.74							
596705377	6/20/2018	478.04	0.00	07/03/2018				No	0
602-495-9450-43810					Electric Utility	Lift Station			
		<hr/>							
		596705377 Total:							
		478.04							
596715657	6/20/2018	133.90	0.00	07/03/2018				No	0
601-494-9400-43810					Electric Utility	Water Tower 3			
		<hr/>							
		596715657 Total:							
		133.90							
596770273	6/21/2018	300.44	0.00	07/03/2018				No	0
101-420-2220-43810					Electric Utility	Fire Station 2			
		<hr/>							
		596770273 Total:							
		300.44							
596940896	6/22/2018	26.86	0.00	07/03/2018				No	0
101-430-3100-43810					Electric Utility	Street Lights			
		<hr/>							
		596940896 Total:							
		26.86							
		<hr/>							
		Xcel Energy Total:							
		6,034.71							
Yale Mechanical									
YALEMECH									
192594	6/11/2018	466.40	0.00	07/03/2018				No	0
601-494-9400-44050					Repairs/Maint. Imp. Bldgs.	Power vent repair Well #2			

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number					Description	Reference			

192594 Total:	466.40
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Yale Mechanical Total:	466.40
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Report Total:	347,033.68
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STAFF REPORT

DATE: July 3, 2018

Consent

ITEM #: 3

TO: Mayor and City Council

FROM: Julie Johnson, City Clerk

AGENDA ITEM: Lake Elmo Jaycees Special Event Permit & Temporary Liquor License for Huff n' Puff Days

BACKGROUND: Lake Elmo Jaycees will hold their annual Huff n' Puff Days event August 9 through 12, 2018 and have requested an on-sale temporary special event liquor license to allow for the safe sale of alcoholic beverages at the event. They are also requesting a special event permit.

City Council is respectfully requested to consider approval of a temporary on-sale liquor license issued to the Lake Elmo Jaycees for their annual Huff n' Puff Days event held August 9 through 12, 2018, subject to approval of the Director of Alcohol and Gambling Enforcement. In addition, the City Council is requested to waive the \$25 liquor license fee, the fee for the Lion's Park ball field lighting and the special event permit fee of \$75

ISSUE BEFORE COUNCIL: Should the Council approve the special event permit, liquor license and waive the fees for the liquor license, special event permit and ball field lighting? Should the Council place conditions on the approval requiring sheriff's deputies for the event? If so, should the City contribute to the cost of the deputies?

PROPOSAL DETAILS/ANALYSIS: The City Council approves special event permits under City Code Section 110.70. The code establishes standards for special events in the following areas: maximum number of people, sound equipment, sanitary facilities, security, food service, fire protection, duration of special event, and a cleanup plan. Prior to the issuance of a permit, the City Council, may impose any other conditions reasonably calculated to protect the health, safety and welfare of persons, attendant or of the citizens of the City of Lake Elmo including, but not limited to, restrictions on parking and vehicle access, lighting, litter and noise.

With respect to security and safety procedures, the Jaycees are proposing to have people patrol the event and monitor the park continually for infractions. There is no live band included in the event this year. Alcohol sales are proposed for the same hours as past years: Thursday 5:30 p.m. – 10:30 p.m., Friday 5:30 p.m. – 12:00 a.m., Saturday 8:00 a.m. – 12:00 a.m., and Sunday 10:00 a.m. – 8:00 p.m. Washington County Sheriff's Department is proposing two deputies on Thursday 6:30 p.m. – 10:30 p.m.; Friday and Saturday 6:00 p.m. – 12:00 a.m.; and Sunday from 4:00 p.m. – 8:00 p.m. This is the same level of security provided last year and staff would support this recommendation. The cost is \$45/hour per deputy with a four hour minimum, for a total of \$1,800. Last year the City provided sheriff's deputies for the event at no cost to the Jaycees.

Clean up would be completed by volunteers including trash pickup surrounding the area after the event.

FISCAL IMPACT: The cost of the deputies at the event will be about \$1,800. The City received a donation of \$12,700 from the Jaycees this year which exceeds the budgeted amount of \$10,000. Staff is proposing that the City pay the cost of deputies in the estimated amount of \$1,800 which would not negatively impact the City's budget due to the \$2,700 excess in the amount donated by the Jaycees this year.

OPTIONS:

- 1) Approve the special event permit for Huff n Puff Days 2018 with the following conditions:
 - The event shall be held as described in the application
 - Waive of the special event permit fee, liquor license fee and ball field lighting fee
 - Deputies will be onsite as recommended by the Washington County Sheriff's Office
- 2) Approve the special event permit for Huff n Puff Days 2018 with different conditions
- 3) Do not approve the special event permit for Huff n Puff Days

RECOMMENDATION:

If removed from the consent agenda, staff recommends the following motion:

“Motion to approve a special event permit and temporary on-sale liquor license issued to the Lake Elmo Jaycees for their Huff n’ Puff Days event held August 9 through 12, 2018, subject to approval of the Director of MN Alcohol and Gambling Enforcement Division, and waive the liquor license fee, special event permit fee and the fee for Lion’s Park ball field lighting and with the City paying for the cost of security during the event.”

ATTACHMENTS:

- Special Event Permit Application
- Liquor License Application



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

SPECIAL EVENT PERMIT APPLICATION

I. Title and Brief Description of Event

Huff n' Puff Days

Softball tournament, kids games, concessions

II. Applicant Information

The applicant is responsible for answering all questions, including inquiries from media and citizens.

Applicant: Mathew Duffey

Title: President

Address: PO Box 198, Lake Elmo, MN, 55042

Business/Organization: Lake Elmo Jaycees

Daytime Phone: _____ Mobile Phone: ~~763-400-1456~~ 612 203 3556 Emergency Phone: _____

III. Event Timetable

A. Requested day and date: August 09-12, 2018

B. Requested Hours of Operation, from See attached a.m./p.m. to _____ a.m./p.m.

C. Set up beginning day and date Aug 08, 2018, time Noon a.m./p.m.

D. Dismantle by day and date Aug 13, time 10 a.m. p.m.

E. Anticipated number of participants: Unknown; and spectators: Unknown

IV. Insurance

Attach to this application either an insurance policy or a certificate of insurance including the policy number and showing liability amounts. The policy must state that any outside area to be used for an event is covered. The policy must also show evidence that the requested event is not excluded from insurance liability.

V. Check All Items that Apply to your Event

- Use of a Public Facility (note facility): Park/concessions bldg ;
- Event participant and/or spectator parking areas (describe): _____;
- Entertainment or stage location (provide to-scale drawings);
- Construction or erection of temporary structures (may need permit: check with planning department); Ticket Booth and Announcing stand in park
- Trash containers (indicate # and locations): Contracted/ we pay for ;
- Portable toilet facilities (indicate # and locations): Contracted/ we pay for ;
- First aid facilities (indicate who is providing): Kits on site ;
- Parade and/or parade floats (may need permit);
- Fireworks and/or pyrotechnics site (may need permit, check with the fire department);
- Cooking facilities, open flame, or vehicle fuels (may need permit, check with fire department); Propane grill
- Electricity (indicate source and plan): We have generators ;
- Other (please describe): _____

VI. Food, Beverages, and/or Entertainment

A. If your event includes music, live entertainment, sound amplification or any other noise impact, please describe, including the intended hours of the music, sound or noise.
announcement booth - during game times

B. Will alcoholic beverages be served? Yes No

C. Name of liquor establishment: College city



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

D. For service of alcohol outside a licensed premise, include a diagram showing the defined area of the alcohol concession service and attach a copy of your certificate of liquor liability insurance covering the limits of the alcohol service area.

E. If serving alcohol, describe how you will ensure that alcohol will be possessed and consumed only by those persons 21 years or older. Describe all security measures in place.

We are Tips trained per insurance requirement
All servers receive traing each shift
We constantly patrol area ensuring no carry on/off
Wristbands to verify age

F. Will food and/or non-alcoholic beverages be served? Yes No

G. If yes, describe sanitation and food-handling procedures:

Sinks and buckets in concessions bldg
per food license requirement (licensed through Washington County)

H. If yes, you will need to have a Temporary Food License from Washington County. Attach a copy of your Temporary Food License to this application.

We have asked for it in advance but they dont send them in too much advance

I. If you intend to cook food in the event area, describe your area layout, including fuel or electrical sources to be used:

Roasters and Flat propane grill

VII. Vendors or Concessionaires

List what vendors/concessionaires you will have at your event and list their Sales Tax ID Number:

VIII. Security and Safety Procedures

A. Describe your proposed procedures for security and crowd control:

We patrol and monitor park continually throughout the event with several people whos only resonsibility is to monitor for carry on/off infractions, wristbands and repeal ID if in question and look out for intoxicated patrons to cut off.

B. If the event is to occur at night, describe how you will light the event area in order to increase the safety of participants and spectators coming to and leaving the event:

Park lights

IX. Clean-up

List persons responsible for clean-up duties:

All volunteers

X. Mitigation of Impacts on Others

Describe how you intend to mitigate the impacts of the special event on businesses, churches, neighbors, motorists, and others:

We encourage and promote both to teams in pre-event package and to patrons during the event to respect private property.

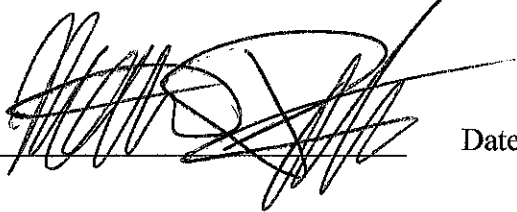
We also go around the sourounding area after the event for trash pick up.

Note: Any condition which causes adverse impacts may be cause to revoke the Special Events Permit

THE CITY OF
LAKE ELMO

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

Applicant Signature: _____

A handwritten signature in black ink, consisting of several overlapping loops and strokes, written over a horizontal line.

Date of Application: _____



Minnesota Department of Public Safety
 Alcohol and Gambling Enforcement Division
 445 Minnesota Street, Suite 222, St. Paul, MN 55101
 651-201-7500 Fax 651-297-5259 TTY 651-282-6555
**APPLICATION AND PERMIT FOR A 1 DAY
 TO 4 DAY TEMPORARY ON-SALE LIQUOR LICENSE**

Name of organization	Date organized	Tax exempt number
Lake Elmo Jaycees	October 1970	1072528

Address	City	State	Zip Code
PO Box 198	Lake Elmo	Minnesota	55042

Name of person making application	Business phone	Home phone
Bryan Oliverius	763-291-2324	

Date(s) of event	Type of organization
August 9-12, 2018	<input type="checkbox"/> Club <input checked="" type="checkbox"/> Charitable <input type="checkbox"/> Religious <input type="checkbox"/> Other non-profit

Organization officer's name	City	State	Zip Code
Mike Slobodnik	Minneapolis	Minnesota	55448

Organization officer's name	City	State	Zip Code
Bryan Oliverius - Event Chair	Blaine	Minnesota	55434

Organization officer's name	City	State	Zip Code
		Minnesota	

Organization officer's name	City	State	Zip Code
		Minnesota	

Location where permit will be used. If an outdoor area, describe.
 Lions Park in Lake elmo

If the applicant will contract for intoxicating liquor service give the name and address of the liquor license providing the service.
 NA

If the applicant will carry liquor liability insurance please provide the carrier's name and amount of coverage.

APPROVAL

APPLICATION MUST BE APPROVED BY CITY OR COUNTY BEFORE SUBMITTING TO ALCOHOL AND GAMBLING ENFORCEMENT

 City or County approving the license

 Date Approved

 Fee Amount

 Permit Date

 Date Fee Paid

 City or County E-mail Address

 City or County Phone Number

 Signature City Clerk or County Official

 Approved Director Alcohol and Gambling Enforcement

CLERKS NOTICE: Submit this form to Alcohol and Gambling Enforcement Division 30 days prior to event.

**ONE SUBMISSION PER EMAIL, APPLICATION ONLY.
 PLEASE PROVIDE A VALID E-MAIL ADDRESS FOR THE CITY/COUNTY AS ALL TEMPORARY PERMIT APPROVALS WILL BE SENT
 BACK VIA EMAIL. E-MAIL THE APPLICATION SIGNED BY CITY/COUNTY TO AGE.TEMPORARYAPPLICATION@STATE.MN.US**



STAFF REPORT

DATE: July 3, 2018
CONSENT #4

AGENDA ITEM: Cable Franchise Extension
SUBMITTED BY: Kristina Handt, City Administrator

BACKGROUND:

At the February 7th meeting, Council approved a Cable Franchise Agreement Extension to allow the Ramsey Washington Cable Commission to continue to negotiate a new agreement with Comcast. The cable commission is asking for another extension in order to continue the negotiations.

ISSUE BEFORE COUNCIL:

Should the Council extend the cable franchise agreement with Comcast?

PROPOSAL:

The cable commission is requesting an extension of the cable franchise agreement with Comcast until March 31, 2019 to allow good faith negotiations to continue. It is not all uncommon for franchise renewals to take extra time as they are a very complex matter.

RECOMMENDATION:

If removed from the consent agenda:

“Motion to approve the resolution to extend the cable franchise agreement until March 31, 2019.”

ATTACHMENTS:

- Email from Tim Finnerty
- Resolution to extend cable franchise agreement
- Updated Timeline for Contract Negotiations

From: Tim Finnerty
To: [Kristina Handt](#)
Cc: [Ginny Holder](#)
Subject: Recommendation for Franchise Extension Agreement
Date: Monday, June 11, 2018 1:56:39 PM
Attachments: [Extension Agreement June 2018.pdf](#)
[Franchise Renewal Timeline \(Revised June 2018\).pdf](#)

Hi Kristina:

Attached please find a proposed Agreement for the extension of the Franchise with Comcast. The Cable Commission is recommending that the City Council approve the Extension Agreement. The Agreement will extend the expiration date of the current Franchise from November 1, 2018 to March 31, 2019. The purpose of the proposed extension is to allow for continued informal negotiations between Comcast and the Cable Commission regarding the long-term renewal of the Franchise. Comcast is in agreement with this.

Background

As you know, the Cable Commission has been working on the matter of Franchise renewal with Comcast given that the existing Franchise Agreement that is set to expire November 1, 2018. The Commission began direct negotiations with Comcast in September 2017, and prior to that, developed and documented a comprehensive needs assessment to serve as the negotiation objective on behalf of member cities. The needs assessment report is available at:

<https://drive.google.com/drive/folders/0B37m--T9u7TcUNaZUh6MziPWms>

Renewal issues can be resolved through “informal” processes (negotiation), or through a “formal” hearing process. Based on the time required to complete the formal process, the Commission adopted two schedules. In both, the parties start with negotiations, but move the formal process forward so that it would be completed by roughly the date scheduled for franchise expiration if negotiations were not successful. One schedule assumed that the expiration date stayed as is, and effectively required the parties to reach negotiated deal points by the end of May. In the other, the parties would extend the franchise to give themselves more time to engage in negotiations.

Recommendation to Approve Extension

The Cable Commission and Comcast have exchanged proposed terms and counterproposals and held several negotiation sessions. However, no proposed deal has yet been reached. On May 23, 2018, the parties met and agreed to recommend extending the franchise expiration date to March 31, 2019 in order to allow negotiations to continue to proceed informally.

The Cable Commission therefore is recommending that the City approve the extension per the attached Extension Agreement. The Cable Commission believes this simple extension of the current franchise expiration will allow both parties to continue informal negotiations for the next couple of months without being put at a disadvantage. The extension preserves your right to use the I-NET, and preserves existing support and channels (including high definition channels) for local cable programming. It does not harm the communities in any way.

Finally, please find attached a revised the franchise renewal schedule to reflect how the timeline proceeds under this extension. The Commission leadership believes it is important to follow this schedule to protect the interests of its Member Municipalities.

Please feel free to contact me after you have had a chance to review this if you wish to discuss it or have any questions. Thank you!



- Tim Finnerty
Executive Director
Ramsey/Washington Cable Commission
651-775-0042
timfinnerty@scctv.org

EXTENSION AGREEMENT BETWEEN AND AMONG THE MEMBERS OF THE RAMSEY WASHINGTON SUBURBAN CABLE COMMISSION AND COMCAST OF MINNESOTA

WHEREAS, Comcast of Minnesota, Inc., (“Franchisee”) operates a cable television system (the “System”) in communities which are members of the Ramsey/Washington Suburban Cable Commission (RWSCC) pursuant to a franchise scheduled to expire on November 1, 2018, to which the City of Birchwood Village, the City of Dellwood, the City of Grant, the City of Lake Elmo, the City of Mahtomedi, the City of North St. Paul, the City of Oakdale, the City of Vadnais Heights, the City of White Bear Lake, White Bear Township and the City of Willernie, Minnesota, are parties (each community is a “Franchisor”); a March 9, 1995 Memorandum of Understanding; and the April 10, 2014 Settlement Agreement, as amended by Section 2 of that certain 2015 Transfer Agreement Between and Among The Members of the Ramsey Washington Suburban Cable Commission, Comcast of Minnesota, Inc. and Midwest Cable, Inc. (collectively, the Franchise and these documents are the “Franchise Documents”); and

WHEREAS, the parties previously agreed to extend the expiration date of the Franchise, and of obligations in the Settlement Agreement, through November 1, 2018; and

WHEREAS, the parties wish to extend certain time periods provided under the Franchise Documents to provide time for the parties to work together to attempt to resolve renewal issues,

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

Section 1. The Franchise is extended through and including March 31, 2019.

Section 2. Paragraph 10 of the “Settlement Agreement Regarding PEG Capacity” is amended so that the reference to November 1, 2018 is changed to March 31, 2019.

Section 3. Otherwise, the Franchise Documents shall remain in full force and effect in accordance with their terms.

Section 4. Both parties agree that the further extension will not require recommencement of the renewal process under state or federal law, or require either party to re-conduct any studies or proceedings that may have been or are being conducted.

Section 5. This Extension Agreement does not confer upon the Franchisee any additional rights under Section 626 of the Cable Act.

Section 6. By entering into this Extension Agreement, the parties do not otherwise waive their rights to rely upon the rights, procedures, protections and recourses granted to them pursuant to applicable Federal, state, or local rule, regulation, law or precedent.

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

IN WITNESS WHEREOF, the Parties have caused this Extension Agreement to be executed by duly authorized representatives of each Party on the dates written below.

COMCAST OF MINNESOTA, INC.

By: _____
John D. Keller
Title: Regional Vice President
Date:

CITY OF MAHTOMEDI

By: _____
Title:
Date:

CITY OF BIRCHWOOD VILLAGE

By: _____
Title:
Date:

CITY OF NORTH ST. PAUL

By: _____
Title:
Date:

CITY OF DELLWOOD

By: _____
Title:
Date:

CITY OF OAKDALE

By: _____
Title:
Date:

CITY OF GRANT

By: _____
Title:
Date:

CITY OF VADNAIS HEIGHTS

By: _____
Title:
Date:

CITY OF LAKE ELMO

By: _____
Title:
Date:

CITY OF WHITE BEAR LAKE

By: _____
Title:
Date:

WHITE BEAR TOWNSHIP

By: _____
Title:
Date:

CITY OF WILLERNIE

By: _____
Title:
Date:

Ramsey/Washington Cable Commission - Franchise Renewal Timeline (Revised June 2018)

DATE	INFORMAL PROCESS	FORMAL PROCESS
June-August, 2018	Informal negotiations	Preparation for drafting/issuing of renewal RFP
September, 2018	Negotiations Update/recommendations as to whether to issue RFP (formal process), or continue negotiations; final document preparation begins if applicable	Negotiations Update/deadline for recommendations as to whether to issue RFP (formal process), or continue negotiations; issue renewal RFP no later than October 15 if applicable
October, 2018	Final Franchise documentation is complete and provided to Commission office	Issue RFP with return date of no later than November 15, 2018
November, 2018	Public hearing on proposed Franchise	
January, 2019	Commission approval of final Franchise to be recommended to municipalities	Decision made to preliminarily deny or accept proposal; recommendations for conduct of formal proceeding
February, 2019	Final Franchise provided to each municipality for approval and signing	
March, 2019	Existing Franchise with Comcast expires; existing payment arrangement could terminate at earliest on May 28, 2019	Hearing commences on formal process (90 days of prehearing discovery)
April, 2019		
May, 2019	Municipal approval of final Franchise is completed; approved Franchises for each municipality if forwarded to Comcast for signing	
June, 2019		Hearing completed; recommendations for final action on franchise submitted to municipalities



STAFF REPORT

DATE: July 3, 2018
CONSENT #5

AGENDA ITEM: Lake Jane Grant Request

SUBMITTED BY: Kristina Handt, City Administrator

BACKGROUND:

Included in the 2018 budget were funds for matching grants to the recreational lakes for water quality improvements like treating invasive species. This funding represents a 50% match, up to the maximum amount of \$5,000 per lake. A match is required by the Lake Associations and any grant amounts received would not be included as part of the Lake Association match amounts.

ISSUE BEFORE COUNCIL:

Does Council approve the grant request of \$4,506.17 from the Lake Jane Lake Association?

PROPOSAL:

The Lake Jane Lake Association has submitted an application for matching grant funding to treat Eurasian Milfoil this summer. A copy of their application is included in your packet.

FISCAL IMPACT:

\$4,506.17 from the budgeted \$15,000. The proposed amount is the match after subtracting for the grant from Washington County.

OPTIONS:

- 1) Approve \$4,506.17 for Lake Jane Lake Association Eurasian Milfoil Treatment
- 2) Approve a different amount for Lake Jane Lake Association Eurasian Milfoil Treatment
- 3) Do not approve any funding for Lake Jane Lake Association Eurasian Milfoil Treatment

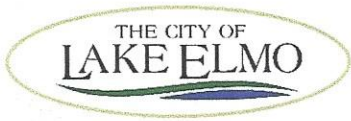
RECOMMENDATION:

If removed from the consent agenda:

“Motion to approve the Lake Jane Lake Association lake improvement grant request of \$4,506.17

ATTACHMENTS:

- Lake Jane Association Grant Request Form
- Balance Sheet from AIS treatment

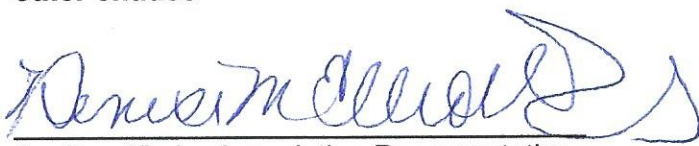


City of Lake Elmo

Lake Improvement/Water Quality Grant Application

Name and Lake Association: Lake Jane Association	Date: June 19, 2018
Phone: 651-707-6586	Email: dmelliott@mmm.com
Description of treatment/improvements: Lake Jane Association - AIS Eurasian Mil Foil 2018 Treatment for Lake Jane in Lake Elmo MN	
Outline of total project costs (can be included on separate sheet or provide via invoice copies): Project Cost \$15,000.00 Please see the attached materials which include: <ul style="list-style-type: none"> - Invoice for Eurasian watermilfoil treatment on Lake Jane - Treatment track map for Lake Jane - Pesticide Application Report for Lake Jane Additional attachment <ul style="list-style-type: none"> - Lake Jane Association Balance Sheet with breakdown of monies collected. - If you need specific shoreline and company information on donations please let me know and I would be happy to provide. 	
Amount being requested (Note: The City will match 50% of the costs paid for by the lake association up to \$5,000): \$5,000	
Additional comments:	

****Please also include any documentation for grants that have been requested and/or received from other entities****


Applicant/Lake Association Representative
Signature
Lake Jane Association
Treasure

6-18-18
Date

2018		
Income		
	LJA Member Deposits/Donation	\$ 4,450.00
	WA County Grant Money	\$ 7,000.00
	Donations	\$ 750.00
	City of LE Match Grant	\$ 5,000.00
	Total	\$17,200.00
Expenses		
	Permits	
	Treatment	\$15,000.00
	Taxes	
	Misc Expense	\$ 11.55
	Insurance	\$ 1,000.78
	Total	\$16,012.33
	Net Income/loss	\$ 1,187.67



STAFF REPORT

DATE: 7/3/18

CONSENT

ITEM #: 6

MOTION

TO: City Council
FROM: Emily Becker, Planning Director
AGENDA ITEM: Self-Service Storage
REVIEWED BY: Ben Prchal, City Planner

BACKGROUND:

The Council directed Staff at its workshop on May 8, 2018 to discuss with the Planning Commission self-service storage as a use within the Commercial and Business Park zoning districts.

The Commission discussed as a business item at its meeting on May 30, 2018 the removal of self-service storage facilities as allowed uses within the Commercial and Business Park zoning districts and directed Staff to bring the item to a future meeting to hold a public hearing. The public hearing was then held on June 18, 2018.

ISSUE BEFORE COMMISSION:

Should self-service storage be removed as an allowed use within the Business Park and Commercial zoning districts?

PROPOSAL DETAILS/ANALYSIS:

What's currently in the City Code Regarding Self-Service Storage?

Self-service storage is currently a conditional use within the Business Park and Commercial zoning districts. There are a number of standards for this use including the requirement that no commercial transactions shall be permitted other than the rental or sale of storage units; no more than one (1) unit shall be accessed directly from the public street; and that site design shall accommodate a logical and safe vehicle and pedestrian circulation pattern. Additionally, the parking requirements mandate that one parking space per 300 square feet of office or sales area be provided with this use.

Self-service storage is also an interim use within the Rural Development Transitional and Agricultural zoning districts. There are a number of standards for this use including that the property must be at least forty acres in size, be limited to 4% of the gross lot area, and must not generate more than three trips per day. This allowed use within these zoning districts is less impactful, as its limited to a small portion of the property, and are mostly within areas that are not prime commercial areas (i.e. along I-94). Development of land located within a Rural Development Transitional-zoned area

on which a self-service storage facility was located would require the discontinuation of the self-service storage facility.

What's in the City Currently for Self-Service Storage?

There are at least two self-service storage facilities within the City – one on Hudson Blvd N (Commercial Zoning) and one on 15th St N (Agricultural zoning).

Planning Commission Discussion. At its May 30, 2018 meeting, the Planning Commission generally felt that self-service storage should be removed as an allowed use within the Commercial and Business Park zoning districts, as this use generally is not one that brings a high tax base to the City nor does it generate a significant amount of jobs. As such, Staff has prepared a draft ordinance removing this use from these zoning districts. The Planning Commission noted that the use could be re-added at a later date when the City is adopting official controls as described in the 2040 Comprehensive Plan. The Draft 2040 Comprehensive Plan designates a Mixed Use-Commercial area that may be more appropriate for self-service storage facilities, and uses within this land use category will be outlined in a future ordinance that adds Mixed Use-Commercial as a zoning district. Additionally, the current self-service storage facility in the Commercial zoning district of the City has planned for expansion with its Conditional Use Permit already, and while it will technically be a legal non-conforming use as a result of this ordinance amendment, there is still opportunity to expand per the plans provided with the conditional use permit. Additionally, there is still opportunity within the Rural Development Transitional zoning district for property owners to operate a self-service storage facility as an interim use.

At its June 18, 2018, the Planning Commission held a public hearing and recommended with a vote of 4-0 that the self-service storage be removed as an allowed use within the Business Park and Commercial zoning districts.

FISCAL IMPACT:

Removing self-service storage as an allowed use may create opportunity for businesses that generate a significant number of jobs and provide a better tax base to come in.

OPTIONS:

The Council may wish to:

- Adopt Ord. 08-213 which amends the Zoning Code by removing self-service storage as a conditional use within the Commercial and Business Park zoning districts.
- Make amendments to Ord. 08-213, removing self-service storage as a conditional use in just one (Commercial or Business Park) of these zoning districts.
- Do not adopt Ord. 08-213 to amend the Zoning Code by removing self-service storage as a conditional use within the Commercial and Business Park zoning districts.

RECOMMENDATION:

Staff and the Planning Commission recommend, as part of tonight's consent agenda, the removal of self-service storage facilities as an allowed use within the Business Park and Commercial zoning districts. If removed from the consent agenda, the following motion may be made.

“Move to adopt Ord. 08-213 which removes self-service storage facilities as an allowed use within the Business Park and Commercial zoning districts.”

ATTACHMENTS:

- Ord. 08-213

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

ORDINANCE NO. 08-213

**AN ORDINANCE AMENDING THE LAKE ELMO CITY CODE OF ORDINANCES BY
REMOVING SELF-SERVICE STORAGE FACILITIES AS AN ALLOWED USE
WITHIN THE BUSINESS PARK AND COMMERCIAL ZONING DISTRICTS**

SECTION 1. The City Council of the City of Lake Elmo hereby amends Title xv: Land Useage; Chapter 154: Zoning Code; Article XIV: Commercial Districts; Table 12-1, by amending the following:

<i>Services</i>					
	LC	CC	C	BP	Standard
Self-service storage	-	-	€-	€-	154.303 (D)

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 08-213 was adopted on this 3rd day of July, 2018, by a vote of ___ Ayes and ___ Nays.

LAKE ELMO CITY COUNCIL

Mike Pearson, Mayor

ATTEST:

Julie Johnson, City Clerk

This Ordinance 08-____ was published on the ____ day of _____, 2018.



STAFF REPORT

DATE: July 3, 2018

CONSENT

ITEM #: 7

AGENDA ITEM: Authorize advertising for Public Works Operator and create candidate pool for future Public Works Operator openings

SUBMITTED BY: Jake Foster, Assistant City Administrator

BACKGROUND:

Public Works Operator, Matt Nicklay has submitted his resignation effective May 1, 2018. Council accepted his resignation at the June 19th meeting. The two most-recent Public Works Operators have been hired from a previous hiring pool, but that pool has been largely depleted.

In order to fill the opening created by Mr. Nicklay's resignation, staff would like to advertise for the current opening and create a new candidate pool for future openings. The created candidate pool would be active for one year should there remain viable candidates within the pool.

ISSUE BEFORE COUNCIL:

Should the Council authorize staff to advertise for a Public Works Operator replacement and to create a new candidate pool?

PROPOSAL:

Staff recommends authorizing staff to advertise for a Public Works Operator to replace Mr. Nicklay and to create a new candidate pool for future Public Works Operator openings.

FISCAL IMPACT:

The pay rate offered for a probationary Public Works Operator III is \$22.70 per the union contract.

RECOMMENDATION:

If removed from the consent agenda:

“Move to authorize staff to advertise for a Public Works Operator replacement and create a new candidate pool.”

ATTACHMENTS: None



STAFF REPORT

DATE: July 3, 2018

CONSENT

ITEM #: 8

TO: Mayor and Council

AGENDA ITEM: Accept resignation of Firefighter Larry Cornell

SUBMITTED BY: Jake Foster, Assistant City Administrator

BACKGROUND:

Firefighter Larry Cornell submitted his resignation effective July 4th. Mr. Cornell will be staying on as a Paid-on-Call and Substitute Firefighter

ISSUE BEFORE COUNCIL:

Should the Council accept Larry Cornell's resignation?

PROPOSAL:

Staff recommends accepting Larry Cornell's resignation.

RECOMMENDATION:

If removed from the consent agenda:

“Move to accept Larry Cornell's resignation.”

ATTACHMENTS: None



STAFF REPORT

DATE: 7/3/2018

REGULAR

ITEM #9

MOTION

TO: City Council
FROM: Emily Becker, Planning Director
AGENDA ITEM: Royal Golf Club at Lake Elmo 2nd Addition Final Plat and Planned Unit Development (PUD) Plans Resolution Amendment
REVIEWED BY: Sarah Sonsalla, City Attorney

BACKGROUND:

The Council is being asked to consider a request by H.C. Golf Land, LLC for an amendment to the resolution approving the final plat and final PUD plans for the Royal Golf Club at Lake Elmo 2nd Addition.

ISSUE BEFORE COUNCIL:

Should Resolution 2018-063 approving the Royal Golf Club at Lake Elmo 2nd Addition be amended?

REVIEW/ANALYSIS:

Applicant and Owner: H.C. Golf Land, LLC
Location: Outlot S, Royal Golf Club at Lake Elmo 1st Addition, PID# 25.029.21.31.0002.
Request: Application for final plat and PUD plans approval of 64 residential lots and easement vacation
Existing Land Use: Vacant outlot; Current Zoning: GCC – Golf Course Community
Surrounding Land Use: North –Golf Course (GCC – Golf Course Community), South and West – The Homestead (OP – Open Space), Tartan Meadows (RS – Rural Single Family), South - Cimarron (MDR – Medium Density Residential); East – Vacant land (RR – Rural Residential)
Comprehensive Plan: GCC - Golf Course Community
History: Preliminary Plat and PUD Plans approval was granted on June 6, 2017 by Resolution 2017-047, approval of Final Plat and PUD Plans for 1st Addition was granted on September 5, 2017

by Resolution 2017-093, and Final Plat and approval of Final Plat and PUD Plans for 2nd Addition was granted on June 19, 2018 by Resolution 2018-063

Deadline for Action: Application Complete – 5/10/18
60 Day Deadline – 7/9/18
Extension Letter Mailed – No
120 Day Deadline – NA

Applicable Regulations: Chapter 153 – Subdivision Regulations
Article 10 – Urban Residential Districts (GCC)
§150.270 Storm Water, Erosion, and Sediment Control

1st Requested Amendment – Playground Condition Removed. The Council adopted Resolution 2018-063 approving the Royal Golf Club at Lake Elmo 2nd Addition Final Plat and PUD Plans on June 19, 2018. One of the conditions of Final Plat and PUD Plans approval was that the developer provide for an HOA owned and maintained children’s play structure or other similar improvement near the HOA fitness center as discussed by the developer during the PUD concept review prior to submittal of an application for Royal Golf Club at Lake Elmo 3rd Addition.

The applicant had communicated after this resolution was adopted that there had been communication between the previous developer and planning director that there was concern with the tot lot location being near the clubhouse that the area is congested, hectic, unsafe, and simply no room for it to be in the area. The area has a pool, short course, driving range, and constant parking lot traffic. The preference would be for the totlot to be located within Outlot D of the 2nd Addition, as shown in the attachment. Additionally, the developer expressed concern about the requirement that the play structure be erected prior to submission of 3rd Addition, as there may be no sidewalks in place and ongoing construction in the newly proposed location within 2nd Addition, and Staff agrees with this concern and therefore has proposed to remove this condition altogether. It will be a condition of approval with the 3rd Addition that this play structure be constructed prior to release of building permits for that addition.

2nd Requested Amendment – Removal of Outlot F from Protective Covenant Requirement. The Resolution removes Outlot F from being required to have a protective covenant over it as per the City’s Shoreland ordinance, as this Outlot is a City-owned outlot, and the City will have control over whether or not it develops.

OPTIONS:

- Approve the amendment to Resolution 2018-063 approving Royal Golf Club at Lake Elmo Final Plat and PUD Plans.
- Amend the amendment and adopt amended Resolution 2018-063 as amended.
- Do not approve the amendment to Resolution 2018-063 approving Royal Golf Club at Lake Elmo Final Plat and PUD Plans.

RECOMMENDATION:

Staff recommends, as part of tonight’s consent agenda, that Council approve the amendment to the Resolution approving Royal Golf Club at Lake Elmo 2nd Addition Final Plat and PUD Plans. If removed from the consent agenda, the requested amendment may be approved with the following motion:

“Move to adopt amended Resolution 2018-063 approving the Royal Golf Club at Lake Elmo 2nd Addition Final Plat and PUD Plans.”

ATTACHMENTS:

1. Proposed new location of the tot lot
2. Amended Resolution 2018-063

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

RESOLUTION NO. 2018-063

*A RESOLUTION APPROVING THE ROYAL GOLF AT LAKE ELMO FINAL PLAT AND
PLANNED UNIT DEVELOPMENT (PUD) PLANS.*

WHEREAS, H.C. Golf Land, LLC, 11074 Radisson Road NE, Blaine, MN 55449 (“Applicant”) has submitted an application to the City of Lake Elmo (“City”) for a Final Plat and Planned Unit Development (PUD) Plans for a planned development to be called The Royal Golf Club at Lake Elmo 2nd Addition, copies of which are on file in the City Planning Department; and

WHEREAS, the proposed Final Plat and Planned Unit Development Plan is for a residential golf course community Planned Unit Development on 428.06 acres of land located between 10th Street and 20th Streets, east of Lake Elmo Avenue and west of Manning Trail on the former 3M Tartan Park properties and will include 291 single-family residential lots, a lot for the clubhouse and facilities, and golf course; and

WHEREAS, the Lake Elmo City Council approved the Royal Golf Club at Lake Elmo PUD Concept Plan on September 9, 2016; and

WHEREAS, the Lake Elmo Planning Commission held a Public Hearing on March 13, 2017 to consider the Preliminary Plat and Preliminary PUD Plans; and

WHEREAS, on March 27, 2017 the Lake Elmo Planning Commission adopted a motion to recommend that the City Council approve the Royal Golf Club at Lake Preliminary Plat and Preliminary PUD Plans based on a number of conditions; and

WHEREAS, the City Council, at its meeting on June 6, 2017 adopted Resolution 2017-47 approving the Preliminary Plat and PUD Plans .

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

FINDINGS

1. That all the requirements of City Code Sections 153.07 and 154.759 related to Final Plat and Final PUD Plans have been met by the Applicant.
2. That the Royal Golf Club at Lake Elmo 2nd Addition Final Plat and PUD Plans are generally consistent with Preliminary Plat and PUD Plans approved by the City of Lake Elmo on June 6, 2017.
3. That the Royal Golf Club at Lake Elmo 2nd Addition Final Plat and PUD Plans are consistent with the Lake Elmo Comprehensive Plan and the Future Land Use Map for this area.

4. That the Royal Golf Club at Lake Elmo 2nd Addition Final Plat and PUD Plans generally comply with the City’s GCC - Golf Course Community zoning districts as modified by the PUD regulations.
5. That the Royal Golf Club at Lake Elmo 2nd Addition Final Plat PUD Plans comply with the City’s subdivision ordinance.
6. That the Royal Golf Club at Lake Elmo 2nd Addition Final Plat and PUD Plans comply with the City’s Planned Unit Development Regulations.
7. That the Royal Golf Club at Lake Elmo 2nd Addition Final Plat and PUD Plans comply with City’s Engineering Standards, except where noted in the review memorandum from the City Engineer dated May 30, 2018 and modified by PUD regulations.
8. That the Royal Golf Club at Lake Elmo 2nd Addition Final Plat and PUD Plans generally comply with other City zoning ordinances, shoreland, and erosion and sediment control, except as noted in this staff report and review memorandum from the City Engineer dated May 30, 2018.
9. That the Royal Golf Club at Lake Elmo 2nd Addition Final Plat and PUD Plans generally comply with the City’s landscaping and tree preservation ordinances, providing some flexibility to the Applicant to allow for woodland management and pollinator friendly native seeding in lieu of some required tree replacement in order to avoid possible detriment caused by over planting.
10. That the Royal Golf Club at Lake Elmo 2nd Addition Final Plat and PUD Plans achieve multiple identified objectives for planned developments within Lake Elmo.
11. That the proposed Final Plat and PUD Plans are for a 64 unit single family residential golf course community Planned Unit Development on 89.91 acres of land located on the former 3M Tartan Park properties.
12. That the Final Plat and PUD Plans will be located on property legally described on the attached Exhibit “A”.
13. That there has been significant public testimony that 20th Street is already dangerous without the additional traffic and that the City and developer need to explore ways to make the road safer.
14. That the proposed PUD will allow a more flexible, creative, and efficient approach to the use of the land, and will specifically relate to existing zoning district standards in the following manner (with exceptions as noted):

a. Setbacks:

i. Royal Golf Club at Lake Elmo Setbacks

15.	16. 100 Ft. Wide Lots	17. 80-90 Ft. Wide Lots	18. 55-65 Ft. Wide Lots
19. Front	20. 30 ft.	21. 30 ft.	22. 20 ft. for side loaded garages, or 25’
23. Side	24. 10 ft.	25. 10 ft.	26. 10ft. house/5ft.

			garage or 7.5 ft./7.5 ft.
27. Corner Side	28. 15 ft.	29. 15 ft.	30. 15 ft.
31. Rear	32. 30 ft.	33. 30 ft.	34. 20 ft.

- a. Maximum Impervious Coverage: The maximum impervious coverage for 55-65' wide lots shall be 50%. All other lots shall have a maximum impervious coverage of 40%.
- b. Lot Sizes: The minimum lot size for Villa lots (55-65' wide) in the development shall be 6,600 sq. ft.
- c. Attached Garages: That attached garages shall not exceed 1,300 sq. ft. in area at the ground floor level except by conditional use permit. The width of the visible garage door area when closed shall not exceed 60% of the principal building façade (including garage) fronting on the primary street.
- d. Subdivision Identification Signs: the Royal Golf Club at Lake Elmo residential subdivision shall be allowed up to a maximum of 4 subdivision identification signs, including the identification sign for the golf course entrance, not to exceed 24 sq. feet in sign area each, located no closer than 10 feet to any public right-of-way. In addition neighborhood identification markers (pillars) shall be permitted to be no larger than 2 ft. x 2 ft. to identify the development logo and the name of the neighborhood. Additional subdivision signs should be considered for a subdivision of this size.
 - i. *Staff Note:* If the developer requests a change to this, a variance should be requested.
- e. All other requirements for the City's GCC – Golf Course Community zoning district will apply, including the allowed uses and other site and development standards.
- f. That the proposed street names within the development are generally consistent with the City's Street Naming Policy except for Annika Drive N.

CONCLUSIONS AND DECISION

Based on the foregoing, the Applicants' application for a Final Plat and PUD Plans is granted, provided the following conditions are met:

1. That there shall be no encroachments to drainage and utility easements on residential lots other than those reviewed and approved by the City Engineer and upon execution of an easement encroachment agreement.
2. Prior to the execution of Final Plat, 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.
3. The Royal Golf Club at Lake Elmo 2nd Addition shall be incorporated into the Common Interest Agreement concerning management of the common areas and establish a homeowner's association which shall be submitted in final form to the Planning Director

before any building permit may be issued for any structure in any phase of the development. Said agreement shall comply with Minnesota Statutes 515B-103, and specifically the provisions concerning the transfer of control to the future property owners. The HOA documents shall include required maintenance of wetland buffers.

4. That the HOA documents include architectural requirements that require 4-sided architecture and garages facing the public right-of-ways to have windows and/or other architectural features.
5. The applicant shall enter into a landscape license and maintenance agreement with the City that clarifies the individuals or entities responsible for landscaping.
6. That the HOA be responsible for the maintenance of all landscape walls that cross residential property lines or publicly owned Outlots or rights-of-ways, and that the walls be contained within a landscape easement.
7. That a fee in lieu of park land dedication be paid to the City based upon an appraisal by an appraiser to be chosen by the City and paid for by the developer. Also that a 30 ft. wide trail corridor be dedicated to the City centered on public trails in the development and that the value of the dedicated land be credited toward any fees in lieu of parkland dedication. No credit shall be given for costs of construction of the trails. The park land dedication shall not include wetlands, wetland buffer area, and no credit will be given for land beyond the 30 ft. centered on public trails.
 - a. Outlot B shall be dedicated to the City as parkland for trails as part of the 1st Addition.
8. Trail within Outlot B must be constructed prior to building permits being issued for that phase of development.
9. That the developer pay a parkland dedication fee equal to \$500 per 2.5 caliper inch required in lieu of some required tree preservation replacement tree requirements, totaling \$106,556.00 in lieu of planting the required number of trees required. This fee was calculated as follows: \$500.00 multiplied by 969 2.5-caliper inch tree not planted within the entire subdivision, divided by 291 single family lots within the entire subdivision, multiplied by 64 single family lots within the 2nd Addition.
10. All changes and modifications to the plans requested by the City Engineer in the Engineer's reports dated May 30, 2018 shall be incorporated into the Final Plat and PUD Plans.
11. The Final Plat and PUD Plans approval is conditioned upon the applicant meeting all City standards and design requirements unless specifically addressed otherwise in this resolution.
12. The developer shall comply with all comments identified within the Washington County letter dated March 6, 2017, including providing an additional 17 feet of right-of-way along 10th Street N. and constructing right turn lanes at its sole cost meeting City state aid design standards at Royal Boulevard North, Masters Lane North, the Golf Course entrance, at Annika Drive North, and at 20th Street and Manning Trail.
13. That open space within the shorelands of the residential development (specifically Outlots C, D, F, and the rest of Outlot L) be protected with a conservation easement, deed restriction, covenant, or other instrument. Such document(s) must be provided for review by the City Attorney and be executed prior to final plat approval.
14. Prior to the issuance of building permits all wetland buffers shall be delineated and identified via staking or signage that is acceptable to the City.

15. Prior to the construction of any subdivision identification signs or neighborhood markers within the development, the developer shall submit sign plans for review and obtain a sign permit from the Planning Department. Any amendments to the finding regarding signs indicated in this Resolution shall be subject to a PUD amendment or variance.
16. That the Final Plat include street names as approved by Council.
17. The developer shall follow all of the rules and regulations spelled out in the Wetland Conservation Act, and shall adhere to conditions of the Valley Branch Watershed District permit.
18. That the Royal Golf Club development will not have street lights except at street intersections and cul-de-sacs.
19. That a \$1,000,000 donation to the Parks fund will be made with the phase of development when the former Tartan Park ballfields are no longer able to be used by the City.

Passed and duly adopted this 3rd day of July, 2018 by the City Council of the City of Lake Elmo, Minnesota.

Mike Pearson, Mayor

ATTEST:

Julie Johnson, City Clerk

THE ROYAL GOLF CLUB AT LAKE ELMO 2ND ADDITION

KNOW ALL BY THESE PRESENTS: That H.C. Golf Land, LLC, a Minnesota limited liability company, owner of the following described property situated in the County of Washington, State of Minnesota, to wit:

Outlot O, Outlot P, Outlot R, and Outlot S, THE ROYAL GOLF CLUB AT LAKE ELMO, according to the recorded plat thereof, Washington County, Minnesota

Has caused the same to be surveyed and platted as THE ROYAL GOLF CLUB AT LAKE ELMO 2ND ADDITION and does hereby dedicate to the public for public use forever the public ways, as shown on this plat and also dedicate the easements created by this plat for drainage and utility purposes only.

In witness whereof said H.C. Golf Land, LLC, a Minnesota limited liability company, has caused these presents to be signed by Joel T. LeVahn, Chief Financial Officer, this ____ day of _____, 20____.

H.C. GOLF LAND, LLC

By: _____
Joel T. LeVahn, Chief Financial Officer

STATE OF _____
COUNTY OF _____

This instrument was acknowledged before me on this ____ day of _____, 20____, by Joel T. LeVahn, Chief Financial Officer of H.C. Golf Land, LLC, a Minnesota limited liability company, on behalf of the company.

Notary Public, _____
My commission expires _____

I, Thomas R. Balluff do hereby certify that this plat was prepared by me or under my direct supervision; that I am a duly Licensed Land Surveyor in the State of Minnesota; that this plat is a correct representation of the boundary survey; that all mathematical data and labels are correctly designated on this plat; that all monuments depicted on this plat have been set, or will be correctly set within one year; that all water boundaries and wet lands, as defined in Minnesota Statutes, Section 505.01, Subd. 3, as of the date of this certificate are shown and labeled on this plat; and all public ways are shown and labeled on this plat.

Dated this ____ day of _____, 20____.

Thomas R. Balluff, Licensed Land Surveyor
Minnesota License No. 40361

STATE OF _____
COUNTY OF _____

This instrument was acknowledged before me on this ____ day of _____, 20____, by Thomas R. Balluff, Licensed Land Surveyor.

Notary Public, _____
My commission expires _____

CITY OF LAKE ELMO, PLANNING COMMISSION

Approved by the Planning Commission of the City of Lake Elmo, Minnesota, on this ____ day of _____, 20____.

Signed: _____, Chair Signed: _____, Secretary

CITY COUNCIL, CITY OF LAKE ELMO, MINNESOTA

This plat was approved by the City Council of the City of Lake Elmo, Minnesota, on this ____ day of _____, 20____, and hereby certifies compliance with all requirements as set forth in Minnesota Statutes, Section 505.03, Subd. 2.

Signed: _____, Mayor Signed: _____, Clerk

COUNTY SURVEYOR

Pursuant to Chapter 820, Laws of Minnesota, 1971, and in accordance with Minnesota Statutes, Section 505.021, Subd. 11, this plat has been reviewed and approved this ____ day of _____, 20____.

By: _____, Washington County Surveyor By: _____

COUNTY AUDITOR/TREASURER

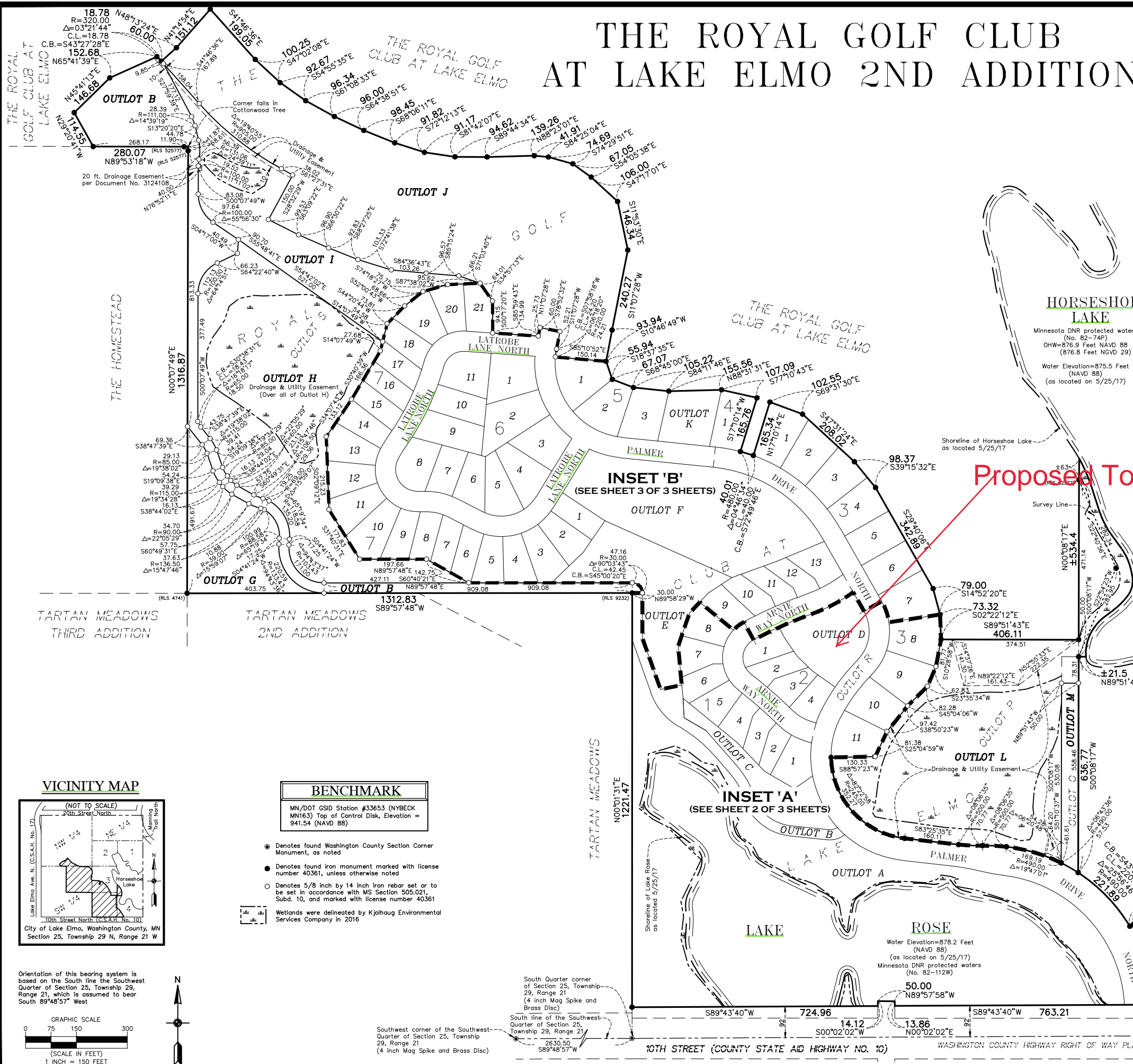
Pursuant to Minnesota Statutes, Section 505.021, Subd. 9 and Section 272.12, taxes payable in the year 20____ on the real estate hereinbefore described, have been paid; and there are no delinquent taxes, and transfer has been entered on this ____ day of _____, 20____.

By: _____, Washington County Auditor/Treasurer By: _____, Deputy

COUNTY RECORDER

Document Number _____
I hereby certify that this instrument was recorded in the Office of the County Recorder for record on this ____ day of _____, 20____, at ____ o'clock ____ M., and was duly recorded in Washington County Records.

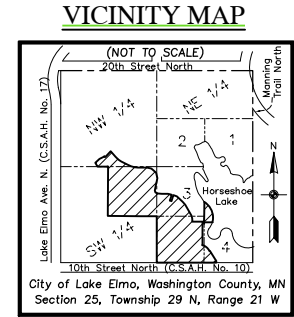
By: _____, Washington County Recorder By: _____, Deputy



HORSESHOE LAKE
Minnesota DNR protected waters (No. 82-74P)
OHW=876.9 Feet NAVD 88 (876.8 Feet NGVD 29)
Water Elevation=875.5 Feet (NAVD 88) (as located on 5/25/17)

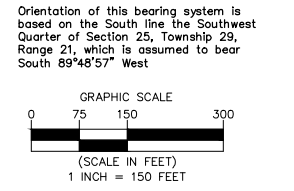
Shoreline of Horseshoe Lake - as located 5/25/17

Proposed Totlot Location



BENCHMARK
MN/DOT GSID Station #33653 (NYBECK MN163) Top of Control Disk, Elevation = 941.54 (NAVD 88)

- Denotes found Washington County Section Corner Monument, as noted
 - Denotes found iron monument marked with license number 40361, unless otherwise noted
 - Denotes 5/8 inch by 14 inch iron rebar set or to be set in accordance with MS Section 505.021, Subd. 10, and marked with license number 40361
- Wetlands were delineated by Kjolhaug Environmental Services Company in 2016



South Quarter corner of Section 25, Township 29, Range 21 (4 inch Mag Spike and Brass Disc)
South line of the Southwest Quarter of Section 25, Township 29, Range 21 (4 inch Mag Spike and Brass Disc)
Southwest corner of the Southwest Quarter of Section 25, Township 29, Range 21 (4 inch Mag Spike and Brass Disc)

10TH STREET (COUNTY STATE AID HIGHWAY NO. 10) WASHINGTON COUNTY HIGHWAY RIGHT OF WAY PLAT NO. 1 AS AMENDED



STAFF REPORT

DATE: July 3, 2018

REGULAR

ITEM #: 10

MOTION

TO: City Council

FROM: Emily Becker, Planning Director

AGENDA ITEM: Royal Golf Club at Lake Elmo 2nd Addition Development Agreement

REVIEWED BY: Jack Griffin, City Engineer
Sarah Sonsalla, City Attorney
Kristina Handt, City Administrator

BACKGROUND:

On June 19, 2018, the City Council adopted Resolution 2018-062 approving the Final Plat of Royal Golf Club at Lake Elmo 2nd Addition. An executed Development Agreement is a condition of final plat approval and is required prior to recording the final plat with Washington County.

ISSUE BEFORE COUNCIL:

The City Council is being asked to adopt Resolution 2018-064 approving the Developer Agreement for Royal Golf Club at Lake Elmo 2nd Addition.

REVIEW/ANALYSIS:

A condition of approval of the Royal Golf Club at Lake Elmo 2nd Addition Final Plat is that the developer enter into a Developer's Agreement prior to the execution of the plat by City officials. Staff has drafted this Developer Agreement which is attached for consideration by the City Council. The key aspects of the agreement include the following components:

- The Developer provide executed warranty deeds to the City for recording for B, F, I, and K.
- Legal documents regarding homeowner association documents, covenants, and restrictions are to be submitted, reviewed, and approved by the City Attorney.
- That all public improvements be completed by October 31, 2018, with the exception of the final wear course of asphalt on streets.
- The parkland dedication is to be dedicated incrementally with each phase. The total assessed value of the entire subdivision was \$8,000,000.00. The zoning district in which the development is located requires 10% of the land of the entire subdivision to be dedicated towards parkland, or a fee in lieu of land. As approved by the City, the developer has proposed trails instead of a public park. The developer has agreed to not receive credit

for costs of construction of the trails in exchange for an increased amount of impervious surface for residential lots, as approved with the Final Plat but will receive credit for a 30 foot corridor for trails, less wetland buffer encroachments. The parkland dedication for the first phase was calculated as follows:

Factors Considered	Running Totals
\$800,000.00 for required parkland dedication	
Less \$188,543.00 for appraised value of land underneath trail (8,085 lineal feet of trail with a 30-foot wide corridor, less 5,010 wetland buffer encroachment)	Total: \$611,457.00
Divided by 291 lots (number of lots for entire development)	Total: \$2,101.00
Multiplied by 64 lots (number of lots for 1 st Addition)	Total Owed for 1st Addition: \$134,464

- That the developer pay the City an additional park dedication fee of \$106,557 for required trees not planted within the 2nd Addition as per Section 19 (C) of this Agreement. This fee was calculated as follows: [(\$500 X 969 2.5-caliper inch trees reduced within the entire preliminary plat area) / 291 Single Family Lots within all phases of the Subdivision X 64 Single Family Lots within the 1st Addition].
- That the developer provide a letter of credit in the amount of \$3,232,172.00 related to the cost of the proposed improvements.
- The Developer shall pay the City a cash donation of \$1,000,000 with the Royal Golf Club at Lake Elmo 3rd Addition final plat, or with that phase of the development when the Tartan Park ballfields are no longer able to be used by the City.
- That the developer provide a cash deposit of \$677,266 for SAC and WAC charges, engineering administration, required park dedication fees and park dedication fees to be paid in lieu of planting agreed-upon number of trees, base map updating costs, one year of street light operating costs.
- A separate paragraph has been added to require the developer to pay taxes on City-dedicated outlots. This is a new paragraph that Staff recommends be added to development agreement templates in the future.
- A credit from a previously submitted letter of credit from Royal Golf’s Grading Agreement (\$780,600) was applied so as not to duplicate already in-place securities for grading, tree preservation, and wetland mitigation and buffers.

The construction plans approval for the project are expected, but had not been given prior to the preparation of this report. If approved, the final page of the Development Agreement will be

updated to include the final construction plan dates. The Development Agreement will not be executed until the final construction plans are approved, all fees and securities, and insurance certificates are received among other requirements. Only after recording of the final plat and the completion of a pre-construction meeting with the City can the construction commence.

FISCAL IMPACT:

The future financial impacts include maintenance of streets, trails, sanitary sewer mains, watermains, lift stations, and other public infrastructure, maintenance of storm water ponding areas (after warranty period), monthly lease payments for street lights, and other public financial responsibilities typically associated with a new development. The City will collect building permit fees, Sewer Accessibility Charges and Water Accessibility Charges and property taxes for the 64 lot single family residential subdivision.

OPTIONS:

The City Council has the following options:

- 1) Adopt Resolution 2018-064 approving the Development Agreement for Royal Golf Club at Lake Elmo 2nd Addition; or
- 2) Direct Staff to amend the draft Development Agreement to bring back to a future City Council meeting.

RECOMMENDATION:

Staff recommends the City Council adopt Resolution 2018-064 approving the Development Agreement for Royal Golf Club at Lake Elmo 2nd Addition.

“Move to adopt Resolution 2018-064 approving the development agreement for Royal Golf Club at Lake Elmo 2nd Addition Final Plat”

ATTACHMENTS:

- Resolution 2018-064
- Royal Golf Club at Lake Elmo 2nd Addition Development Agreement

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

RESOLUTION NO. 2018-064

A RESOLUTION APPROVING A DEVELOPMENT AGREEMENT FOR THE ROYAL GOLF CLUB AT LAKE ELMO 2ND ADDITION PLANNED UNIT DEVELOPMENT

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

WHEREAS, H.C. Golf Land, LLC., 11074 Radisson Road NE, Blaine, MN 55449 (“Developer”) has previously submitted an application to the City of Lake Elmo (“City”) for Final Plat and Planned Unit Development (PUD) Plans to be called The Royal Golf Club at Lake Elmo 2nd Addition, a copy of which is on file in the City Planning Department; and

WHEREAS, the Lake Elmo City Council approved The Royal Golf Club at Lake Elmo PUD Concept Plan on September 9, 2016; and

WHEREAS, the Lake Elmo City Council adopted Resolution 2017-47 approving The Royal Golf Club at Lake Elmo Preliminary Plat and PUD Plans on June 6, 2017; and

WHEREAS, the Lake Elmo City Council adopted Resolution 2018-062 approving The Royal Golf Club at Lake Elmo 2nd Addition Final Plat and PUD Plans on June 19, 2018; and

WHEREAS, a condition of approval of said Resolution 2018-062 establishes that prior to execution of the Final Plat by City officials, the Applicant shall enter into a Development Agreement with the City; and.

WHEREAS, the Developer and the City have agreed to enter into such a contract and a copy of the Development Agreement was submitted to the City Council for consideration at its June 19, 2018 meeting;

NOW, THEREFORE, BE IT RESOLVED THAT the City Council does hereby approve the Development Agreement for The Royal Golf Club at Lake Elmo 2nd Addition and authorizes the mayor and city Clerk to execute the document.

Passed and duly adopted this 3rd day of July, 2018 by the City Council of the City of Lake Elmo, Minnesota.

Mike Pearson, Mayor

ATTEST:

Julie Johnson, City Clerk

(reserved for recording information)

**DEVELOPMENT
AGREEMENT**

(Public sewer and water)

~~**PLAT NAMERoyal
Golf Club at Lake
Elmo 2nd Addition**~~

~~**THIS DEVELOPMENT**~~

~~**AGREEMENT is**~~ dated

~~_____~~, ~~**2**~~ _____,

~~**018**~~, by and between the

~~**CITY OF LAKE ELMO**~~, a

~~Minnesota municipal~~

~~corporation (the~~

~~“City”), and _____~~

~~**H.C. Golf Land, LLC**~~, a

~~**Minnesota limited liability**~~

~~company, f/k/a H.C. Golf
Course Development, LLC
(the "Developer").~~

~~1. REQUEST FOR PLAT~~

~~**APPROVAL.** The
Developer has asked the
City to approve a plat
for _____
Royal Golf Club at Lake
Elmo 2nd Addition (referred
to in this Agreement as the
"Subdivision"). The
property being platted is
situated in the County of
Washington, State of
Minnesota, and is legally
described on **Exhibit A.**~~

~~**2. CONDITIONS OF
PLAT APPROVAL.** The
City hereby approves the
Subdivision on condition
that the Developer enter
into this Agreement, furnish
the security required by it,~~

and record the plat with the
County Recorder or
Registrar of Titles within
120 days after the City
Council approves the final
plat.

3. RIGHT TO

PROCEED. This

Agreement is intended to
regulate the development
of the Property and the
construction therein of
certain public and private
improvements. The
Developer may not grade
or otherwise disturb the
earth, remove trees or
construct public or private
improvements or any
buildings within the
Subdivision until all the
following conditions
precedent have been
satisfied:

A. the Developer has

~~prepared deeds conveying
fee title of Outlots B,
F, I, and K and Outlot _____
to the City and provided
copies of the executed
deed to the City for
recording with Washington
County;~~

~~B. the Developer has
executed and recorded with
Washington County all
drainage and utility
easements required for the
Subdivision by the City
Engineer and Public Works
Director in the City's
standard form;~~

~~C. the Developer has
executed and recorded with
Washington County the
storm water maintenance
and easement agreement
in the City's standard form;~~

~~D. this Agreement has been
executed by the Developer~~

and the City;

~~E. the required Letters of
Credit Security (as
hereinafter defined) have
been received by the City
from or on behalf of the
Developer;~~

~~F. final construction plans and
specifications have been
submitted by the Developer
and approved by the City
Engineer;~~

~~G. the Developer has paid the
City for all legal,
engineering and
administrative expenses
incurred by the City
regarding the City
approvals and has given
the City the additional City
Engineering Administration
Escrow construction
inspection escrow required
by this Agreement;~~

~~H. the Developer has paid any~~

~~outstanding assessments
and taxes for the property
or property being deeded to
the City;~~

~~I. the Developer has fulfilled
any park dedication
requirements as specified
under this Agreement;~~

~~J. the Developer has received
all necessary permits from
the MPCA, MDH, DNR,
applicable watershed,
Washington County, and
any other agency having
jurisdiction over the
Subdivision;~~

~~K. the Developer has provided
the City with a certificate of
insurance required by this
Agreement;~~

~~L. the Developer or the
Developer's engineer and
the Developer's
contractor(s) have initiated
and attended a~~

~~preconstruction meeting
with the City Engineer, and
City staff;~~

~~M. the final plat has been
recorded with Washington
County;~~

~~the City has issued a
written notice that all above
conditions have been
satisfied and that the
Developer may proceed;~~

~~Legal documents regarding
homeowner association
documents, covenants, and
restrictions have been
submitted, reviewed and
approval by the City
Attorney; and~~

~~N. and~~

~~O. the Developer shall provide a
Title Policy for all land
dedicated to the City
has issued a written notice
that all above conditions
have been satisfied and~~

that the Developer may
proceed;

P. y.

~~4. PHASED~~

~~DEVELOPMENT.~~ If the
plat is a phase of a multi-
phased preliminary plat, the
City may refuse to approve
final plats of subsequent
phases of the development
if the Developer is not in
compliance with any term
of this Agreement and the
non-compliance has not
been remedied.

Development of
subsequent phases of the
development may not
proceed until development
agreements for such
phases are approved by
the City. Park dedication
charges and availability
charges for sewer and
water referred to in this

~~Agreement are not being imposed on outlots that are designated in the plat for future subdivision into lots and blocks, if any, in the plat. Such charges will be calculated and imposed when these outlots, if any, are platted into lots and blocks.~~

~~5. PRELIMINARY PLAT~~

~~**STATUS.** If the Subdivision 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) 25 years from~~

~~the date of this Agreement,
no amendments to the
City's Comprehensive Plan
or official controls shall
apply to or affect the 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 Agreement
to the contrary, to the full
extent permitted by state
law, the City may require
compliance with any
changes to the City's
Comprehensive Plan,
official controls, platting or
dedication requirements
enacted after the date of
this Agreement.~~

~~7. DEVELOPMENT~~

PLANS. The Developer agrees to develop the Property in accordance with the City approvals, including the terms and conditions of approval of the final plat as detailed in City Council Resolution No. 20168-XX, and to construct all improvements in accordance with the approved construction plans and specifications (collectively, the "Plans") prepared by a professional engineer registered in the State of Minnesota at its sole expense. All terms and conditions of the City approvals are hereby incorporated by reference into this Agreement. The documents which constitute the Plans are those on file with and approved by the City and are listed on

~~Exhibit B attached hereto.~~

~~The Plans may not be modified by the Developer without the prior written approval of the City.~~

~~**8. IMPROVEMENTS.**~~ In

~~developing the Subdivision~~

~~in accordance with the~~

~~Plans, the Developer shall~~

~~make or install at its sole~~

~~expense the following~~

~~public and private~~

~~improvements (collectively,~~

~~the "Subdivision~~

~~Improvements"):~~

~~A. Grading and erosion control;~~

~~B. Sanitary sewer;~~

~~C. Water system improvements;~~

~~D. Stormwater improvements (storm sewer pipe, control structures, ponds, BMPs, etc.)~~

~~E. Streets and sidewalks;~~

~~F. Trails;~~

~~G. Underground private~~

utilities;

H.—Landscaping;

I.—Street lighting and signage;

J.—Intersection improvements
(turn lanes, by-pass lanes,
traffic control, etc.);

K.—Tree preservation and
reforestation;

L.—Wetland mitigation and
buffers; and

M.—Monuments required by
Minnesota Statutes.

All improvements
shall be installed in
accordance with the
approved Plans, the City
approvals, the City Code,
the City's Engineering
Design and Construction
Standards Manual, and the
City's Landscape and
Irrigation Standards. 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 Plans,
the City approvals, the City
Code, the City's
Engineering Design and
Construction Standards
Manual, and the City's
Landscape and Irrigation
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 or a soil
engineer inspect the
Developer's 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.~~

~~**9. CITY
ADMINISTRATION AND
CONSTRUCTION
OBSERVATION.**~~

~~At the time of the City's
approval of the final plat for
the Subdivision, the
Developer shall submit to
the City an amount to be
escrowed by the City for
City administration and
construction observation
costs in an amount
provided under paragraph
35 of this Agreement --
Summary of Cash
Requirements. Thereafter,
the Developer shall
reimburse the City each
month, within 30 days of
receiving an invoice, for all
administration and
construction observation~~

~~costs incurred by the City during the construction of the Subdivision Improvements by the City's engineering, public works, planning, and landscape architecture staff and consultants. After 30 days of the invoice, the City may draw upon the escrow and stop the work on site until the escrow has been replenished in its full amount. City administration and oversight will include monitoring of construction progress and construction observation, consultation with the Developer and the Developer's professionals 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 the Security.
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 by
the City on an hourly basis.

The direction and
review provided by the City
through the inspection of
the Subdivision

Improvements should not
be considered a substitute
for the Developer required
management of the
construction of the
Subdivision Improvements.

The Developer must
require the Developer's
contractor(s) to furnish the
City with a schedule of

~~proposed operations at
least five (5) 5 days prior to
the commencement of
construction of each type of
Subdivision Improvement.
The City shall inspect all
Developer installed
Subdivision Improvements
during and after
construction for compliance
with the Plans, the City
approvals, the City Code,
the City's Engineering
Design and Construction
Standards Manual, and the
City's Landscape and
Irrigation Standards. The
Developer will notify the
City at such times during
construction as the City
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 the
Developer is thereby
created.

10.

~~**CONTRACTORS/SUB**~~

~~**CONTRACTORS.**~~ City

~~Council members, City
employees, and City
Planning Commission
members, and
corporations, partnerships,
and other entities in which
such individuals have
greater than a twenty-five
(25) percent ownership
interest or in which they are
an officer or director may
not act as contractors or
subcontractors for the
Subdivision Improvements
identified in Paragraph 8
above.~~

11. TIME OF

~~**PERFORMANCE.**~~ The

~~Developer shall install all~~

~~required Subdivision
Improvements by October
31, 2_____, 018, with the
exception of the final wear
course of asphalt on
streets. The Developer
shall install the bituminous
wearing course of streets
after the first course has
weathered a winter season,
consistent with warranty
requirements, however,
final acceptance of the
Subdivision Improvements
by the City 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.~~

~~12.~~

~~— MAINTENANCE~~

~~DURING~~

~~CONSTRUCTION. The~~

~~Developer shall be
responsible for all
maintenance of the
Subdivision Improvements
including the snow plowing
of the streets, roads and
alleys until the Subdivision
Improvements are
accepted by the City in
writing. The developer is
also responsible to locate
all underground utilities
until the development is~~

~~accepted in writing by the
City. Warning signs shall be
placed by the Developer
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 by the Developer.
In the event residences are
occupied prior to
completing streets, the
Developer shall maintain a
smooth surface and provide
proper surface drainage to
ensure that the streets are
passable for traffic and
emergency vehicles. The
Developer shall be
responsible for keeping
streets within and without
the Subdivision clean and
clear of dirt and debris that~~

~~may spill, track, or wash
onto the street from the
Developer's operations.~~

~~The Developer shall
contract for street cleaning
for streets within and
immediately adjacent to the
Subdivision. At a minimum,
scraping and sweeping
shall take place on a
weekly basis.~~

~~Prior to the City's
acceptance of the streets
the City may agree, at the
City's sole discretion, to
keep the streets open
during winter months by
plowing snow. The City will
consider snow plowing
streets on a case by case
basis and under the
following conditions. 1) The
Developer must request in
writing the streets in
question to be plowed by~~

~~the City, with such request received prior to October 1st of each winter season that plowing is requested.~~

~~2) The streets must be occupied by residences of the City. 3) For streets that do not have the bituminous wear course placed, the developer must install paved wedges along all curb lines and catch basins.~~

~~4) Gate valves and manholes must be level with the pavement surface.~~

~~5) Street curves, center medians, and other protrusions in the right-of-ways must be delineated with "High-vis" fiberglass stakes. 6) A site review must be scheduled and conducted with Public Works, and attended by the developer, to accept the streets for plowing prior to~~

~~the commitment of plowing
by the City. 7) The City
shall not be responsible for
any damage caused by
snow plowing operations to
the streets, curb and gutter,
manholes, catch basins or
other infrastructure. 8) The
Developer shall enter into
an Agreement with the City
for plowing of the streets.~~

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

~~**14.**~~

~~—CONSTRUCTION~~

~~**ACCESS.** Construction traffic access and egress for grading, public utility construction, and street construction is restricted to access the Subdivision via~~

~~— 10th Street North. No construction traffic is permitted on other adjacent local streets.~~

~~15.~~

~~—CONSTRUCTION~~

~~**SEQUENCE AND**~~

~~**COMPLIANCE.** The City will require the Developer to construct the Subdivision Improvements in a sequence which will allow progress and compliance points to be measured and evaluated. The Developer and the Developer's representatives are~~

~~required to supervise and coordinate all construction activities for all Subdivision 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. ——— EROSION~~

~~**CONTROL.** All construction regarding the Subdivision Improvements shall be completed in a manner designed to control erosion and in compliance with the City Code, the City's Engineering Design and Construction Standards Manual, all watershed district permits, the Minnesota Pollution Control Agency's best management practices, and~~

~~other requirements including the City's permit with the Minnesota Pollution Control Agency for the municipal separate storm sewer system program. Prior to initiating any work on the site, an erosion control plan must be implemented by the Developer and inspected and approved by the City. Erosion and sediment control measures shall be coordinated with the various stages of development. The City may impose additional erosion control requirements at any stage in development as deemed necessary to maintain a compliant site. All areas disturbed for site improvements must be reseeded by the Developer~~

~~promptly after the work in
the area is complete unless
construction of the next
stage of the improvements
will begin in that area within
seven (7) 7 days. 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)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 by the City unless the Subdivision is in full compliance with the approved erosion control plan.~~

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

~~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. SITE~~

~~**GRADING.** In order to
construct the Subdivision
Improvements and
otherwise prepare the
Property for development, it
will be necessary for the
Developer to grade the
Subdivision. All grading
must be done in
compliance with this
Agreement and the~~

~~approved grading plans.~~

~~Within 30 days after completion of the grading, the Developer shall provide the City with an “as built” grading plan and a certification by a registered land surveyor or engineer as required in the City’s Engineering Design and Construction Standards Manual.~~

~~**18. STREET AND UTILITY**~~

~~**IMPROVEMENTS.** All storm sewers, sanitary sewers, watermain, and streets, including turn lane and intersection improvements, shall be installed in accordance with the approved Plans, the City approvals, the City Code, and the City’s Engineering Design and~~

~~Construction Standards Manual. Curb and gutter, the first lift of the bituminous streets, sidewalks, 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 the Developer's 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 shall be installed by the Developer after the first bituminous course has weathered a winter season. Prior to placement of the final bituminous wear course, the Developer shall repair or replace all broken or failing curbs, sidewalks and damaged or settled streets as determined by the City from a pre-wear course walk through inspection.~~

~~**19. LANDSCAPING
AND TREE
REPLACEMENT
IMPROVEMENTS.**~~

~~A. The Developer agrees to install landscaping in accordance with the approved Plans, the City~~

~~approvals, the City Code,
the City's Engineering
Design and Construction
Standards Manual, and the
City's Landscape and
Irrigation Standards. All
landscaping materials such
as trees, shrubs, grasses,
or other vegetation installed
by the Developer must be
warrantied and maintained
for a period of two years,
with the exception of trees
planted on lots that have
single family homes, which
are not required to be
warrantied. The City has
agreed to not require the
Developer to warranty the
trees planted within single
family lots recognizing that
the Developer has agreed
to reduce by 969 the total
number of trees it is
required to plant within all
phases of the Subdivision~~

~~by paying the City a per-
tree parkland dedication fee
of \$500.00 per 2.5-caliper-
inch tree as permitted-
under Section 19 (C)-
below. The Developer will
pay a proportionate share-
of the total per tree-
parkland dedication fee for-
each phase of the-
Subdivision based upon the
number of Single Family-
Lots contained within each-
such phase. For the 1st
Addition, the Developer will
be required to pay-
\$106,557.00 in parkland-
dedication fees [(\$500 X-
969 2.5-caliper inch trees-
reduced within the entire-
preliminary plat area) / 291-
Single Family Lots within all
phases of the Subdivision X
64 Single Family Lots-
within the 1st Addition]. The
two year warranty period-~~

~~for landscaping materials
located within each phase
of the Subdivision for which
the Developer is providing
a warranty under this
Section 19 (A) shall be
deemed to start once all
required landscaping
identified as responsibility
of Developer in the
approved Plans for such
phase has received
acceptance by the City.
The Developer agrees to
have the installer of the
landscaping complete an
inspection 30 days prior to
the end of the two year
warranty period and
provide the City with a
written report identifying the
condition of all landscaping.
In the event that any
landscaping installed by the
Developer is deemed
through this inspection to~~

~~be in poor condition or
dead, the Developer is to
replace the landscaping
with like kind materials or
as otherwise approved by
the City. The Developer
agrees to install
landscaping in accordance
with the approved Plans,
the City approvals, the City
Code, the City's
Engineering Design and
Construction Standards
Manual, and the City's
Landscape and Irrigation
Standards. All landscaping
materials such as trees,
shrubs, grasses, or other
vegetation installed by the
Developer must be
warrantied and maintained
for a period of two (2)
years. The two (2) year
warranty period shall be
deemed to start once all
required landscaping~~

~~identified as responsibility
of Developer in the
approved Plans has
received acceptance by the
City. The Developer
agrees to have the installer
of the landscaping
complete an inspection
thirty (30) days prior to the
end of the two (2) 2-year
warranty period and
provide the City with a
written report identifying the
condition of all landscaping.
In the event any
landscaping installed by the
Developer is deemed to be
in poor condition or dead,
the Developer is to replace
the landscaping with like-
kind materials or as
otherwise approved by the
City.~~

~~B. The Developer shall be
responsible for maintaining~~

~~regular watering, fertilizing,
and over-seeding
necessary to establish final
lawns and yards as
identified in the approved
Plans for outlots, public
rights-of-way, and any
disturbed areas outside the
Subdivision boundaries
according to a landscape
maintenance plan approved
by the City. The Developer
agrees to achieve
“substantial performance”
on all seeded or sodded
lawns and yards disturbed
during the construction of
Subdivision Improvements.
For the purpose of this
agreement “substantial
performance” shall be
defined for areas seeded or
sodded with a turf or lawn
mix as “square foot turf
areas with an average
blade height of three (3) ~~3~~”~~

~~inches free of eroded, bare, or dead spots and free from perennial weeds or unwanted grasses with no visible surface soil.” For areas seeded with a native grass or flower mix “substantial performance” shall be defined as “square foot native grass or flower areas with an average height of eight (8) inches free of eroded, bare, or dead spots and no visible surface soil.”~~

~~C. The Developer shall follow the City of Lake Elmo “Bee Safe” policy for pesticide use as per City Council RESOLUTION NO. 2015-~~

~~13.~~

~~C. The City has agreed to reduce the number of required trees the Developer is required to~~

~~plant within the Subdivision
from 3800 to 2912.
However, in addition to
planting the number of
trees required by this
paragraph, the Developer
agrees that it will require
that at least two trees be
planted on lots that have
villa homes and at least
four trees be planted on
lots that have single family
homes. These trees are
not to be counted towards
the number of trees that are
required by this paragraph
to be planted by the
Developer. All trees
planted on villa or single
family home lots must be
planted before the building
permit escrow will be
released by the City. The
Developer may further
reduce the number of trees
that it is required to plant~~

~~within the Subdivision by:~~
~~(i) implementing woodland~~
~~management or pollinator~~
~~friendly native seeding~~
~~practices within the~~
~~Subdivision, in a manner~~
~~approved by the City's~~
~~Landscape Architect,~~
~~provided that the number of~~
~~trees that may be removed~~
~~from the Developer's~~
~~plantings will be agreed~~
~~upon by the Developer and~~
~~the City at the time such~~
~~practices are approved; or~~
~~(ii) paying to the City a per-~~
~~tree parkland dedication fee~~
~~of \$500.00 per 2.5-caliper~~
~~inch tree that the Developer~~
~~elects not to plant within the~~
~~Subdivision.~~

~~20. SIGNAGE,~~
~~STREET LIGHTING~~
~~AND OTHER UTILITIES.~~

~~The Developer agrees to~~

~~install street signs, traffic and parking signs, and pavement markings within the Subdivision all in accordance with the approved Plans and the City Engineering Design Standards Manual. Street and traffic sign details shall be submitted by the Developer to the City for approval prior to installation. In addition, the Developer shall be responsible for the cost and all coordination work to extend private utilities along with street lighting within the Subdivision all in accordance with the approved plans and right-of-way permits.~~

~~**21. OWNERSHIP OF IMPROVEMENTS.**~~

~~Upon completion of the~~

~~work and construction
required by this Agreement,
the Subdivision
Improvements lying within
public easements shall
become City property.—
Prior to acceptance of the
public Subdivision
Improvements by the City,
the Developer must furnish
the City with a complete set
of reproducible "record"
plans and 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~~

~~Agreement. 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 that the public Subdivision Improvements have been completed in accordance with the terms of this Agreement, the City Engineer will accept the completed public Subdivision Improvements.~~

~~**22. PARK**~~

~~**DEDICATION.** The Developer shall dedicate 8.8 acres of land or pay a cash contribution of \$ _____ ~~\$611,457.00~~ in satisfaction of the City's park dedication requirements for the entire Subdivision, all phases, to be dedicated incrementally~~

~~with each phase of the development. The park dedication for the entire Subdivision was calculated as follows: \$800,000.00 (10 percent of \$8,000,000 (the total appraised value of the entire Subdivision), less \$188,543 for the total appraised value of the land being conveyed to the City for trails (8,085 lineal feet of trail with a 30 foot wide corridor, less 5,010 square feet of buffer encroachment). The charge was calculated as follows: _____ at \$ _____ per lot.~~

~~In the second phase, the Developer shall cause H.C. Golf Land, LLC to deed Outlot B (4.3 gross acres of land) to the City upon the recording of the~~

~~final plat and shall pay a
cash contribution of
\$134,464.00 to satisfy the
City's park dedication
requirements for the
second phase. The second
phase park dedication was
calculated as follows: 64
lots at \$2,101.00 per lot
(\$2,749.00 per lot, less
\$648.00 for the appraised
value of land for the trails
being conveyed to the City
per lot).~~

~~23. VILLAGE~~

~~AREA AUAR FEE. The
Developer shall be
responsible for the payment
of the Village Area
Alternative Urban Areawide
Review (AUAR) fee as
adopted by the City Council
with respect to the
environmental review~~

~~completed by the City. The Village Area Alternative Urban Areawide Review (AUAR) fee in the amount of \$230.00 per REC shall be paid by the Developer prior to the City recording the final plat. The total amount to be paid by the Developer is \$XX,XXX.00~~

~~24. **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 Subdivision 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 REC shall be paid by the Developer to the City prior to recording the final plat. The total amount to be paid by the Developer is \$XXX,XXX192,000.00.~~

~~The water availability charge (WAC) in the amount of \$3,000.00 per REC shall be paid by the Developer to the City prior to recording the final plat. The total amount to be paid by the Developer is \$XXX,XXX192,000.00.~~

~~In addition, a sewer connection charge in the amount of \$1,000.00 per REC, a Metropolitan Council sewer availability~~

charge in the amount of
\$2,485.00 per REC, and a
water connection charge in
the amount of \$1,000.00
per REC will be payable by
the Developer and
collected by the City at the
time the building permit is
issued for each lot.

25. ~~STREET~~

LIGHTS. The Developer
is responsible for the cost
of street light installation
consistent with a street
lighting plan approved by
the City. Before the City
signs the final plat, the
Developer shall post a
Security for street light
installation consistent with
the approved plan. The
required Security is

~~\$ _____~~ \$30,000

and consist of

~~_____ five
(_____) (5) decorative
lights at \$6000 each, and

_____ (_____)
mast arm lights at
\$_____ each.
The Developer shall also
pay the City
\$129/light _____
645 to reimburse the City
for the first year operating
costs for the street lights.~~

~~**26. WETLAND
MITIGATION.** The
Developer shall complete
wetland
mitigation/restoration in
accordance with the
approved Plans and in
accordance with any
applicable Watershed or
agency permits. If the
mitigation work is found to
be incomplete or
restoration is unsuccessful,~~

~~the City may draw down the Security at any time during the warranty period to perform the work if the Developer fails to take corrective measures after being provided reasonable notice by the City.~~

~~**27. BUILDING PERMITS/CERTIFICATE S OF OCCUPANCY.**~~

~~A. No building permit shall be issued for any lot within the Subdivision, or within a completed phase of the Subdivision in a City preapproved phasing plan, until such time that sanitary sewer, water, storm sewer, curbing and one lift of asphalt has been installed and tested for all public streets; boulevard grading has been completed within the entire right-of-way~~

~~(without hold down grading
for the future sidewalk or
any other
improvements), sidewalks
have been installed; street
and traffic control signs are
installed; property
monuments have been
installed and grading as
built plans have been
submitted and approved by
the City. A “preapproved
phasing plan” is defined as
a phased construction plan
that has been submitted by
the Developer and
approved by the City in
advance of the
preconstruction meeting for
the Subdivision. Once the
construction has started,
the City will not consider
revisions to the phasing
plan for the purpose of
issuing building permits.~~

~~B. Issuance of a single building permit for a “model home” may be authorized by the City Planning Director prior to the completion of the Subdivision Improvements described in paragraph 27 (A) above, if there is safe public access to the lot that is sufficient to allow construction to proceed and there is a grading as-built plan approved by the City for the lot and all downstream storm water drainage facilities. However, the City will not issue a certificate of occupancy for any “model home” until all conditions identified in paragraph 27 (A) above have been completed. The Developer shall use the model home only for real estate sales~~

~~purposes and no other
purposes.~~

~~C.—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
Planning Department.~~

~~D.—Breach of the terms of this
Agreement by the
Developer, including
nonpayment of billings from
the City, shall be grounds
for denial of building
permits, certificates of
occupancy, and withholding
of other permits, inspection
or actions and the halting of
all work in the Subdivision.~~

~~—If building permits are
issued prior to the
acceptance of the public
Subdivision Improvements~~

~~by the City, the Developer
assumes all liability and
costs resulting in delays in
completion of public
Subdivision Improvements
and damage to public
Subdivision Improvements
caused by the City,
Developer, the Developer's
contractors, subcontractors,
materialmen, employees,
agents, or any third parties.~~

~~E. If building permits are
issued prior to the
construction of front yard
sidewalks or trails, the
Developer assumes all
responsibility for the
coordination, liability and
costs to; 1) ensure that the
sidewalks and trails are
constructed prior to any
driveways for any lots with
sidewalks or trails; 2) that
the sidewalks and trails are
constructed continuously.~~

~~from end of street to end of
street without exceptions or
gaps in the sidewalk or trail;
3) that there is a stop work
order on all building
construction for impacted
lots during the sidewalk and
trail construction and curing
periods to prohibit traffic
prior to City approval; and,
4) that all boulevard
grading and restoration re-
work is completed
immediately following the
sidewalk or trail
construction.~~

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.~~

~~28.~~
~~RESPONSIBILITY~~
~~FOR COSTS.~~

~~A. In the event that the City receives claims from labor, materialmen, or others that work required by this Agreement has been performed and the amounts due to them have not been paid, and the laborers, materialmen, or others are seeking payment from the City, the Developer hereby authorizes the City to commence an Interpleader action pursuant to Rule 22, Minnesota Rules of Civil Procedure for the District Courts, to draw upon the Security 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 letter of credit funds
deposited with the District
Court, except that the Court
shall retain jurisdiction to
determine attorneys' fees
pursuant to this Agreement.~~

~~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
Subdivision, including but
not limited to legal,
planning, engineering, and
inspection expenses
incurred in connection with
the City's approval and
acceptance of the plat and
the Subdivision, the
preparation of this
Agreement, the City's~~

~~review of construction plans
and documents, and all
costs and expenses
incurred by the City in
monitoring and inspecting
development of the
Subdivision. All amounts
incurred and due to the City
at the time of the recording
of the final plat must be
fully paid by the Developer
prior to the City executing
and releasing the final plat
for recording.~~

~~C. The Developer shall hold
the City and its officials,
employees, and agents
harmless from claims made
by itself and third parties for
damages sustained or
costs incurred resulting
from the City's approval of
the plat and the
development of the
Subdivision. The Developer~~

~~shall indemnify the City and
its officials, employees, and
agents for all costs,
damages, or expenses
which the City may pay or
incur in consequence of
such claims, including
attorneys' fees.~~

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

~~E. The Developer shall pay, or
cause to be paid when due,
and in any event before any
penalty is attached, all
special assessments
referred to in this
Agreement. This is a
personal obligation of the
Developer and shall
continue in full force and
effect even if the Developer~~

~~sells one or more lots, the
entire Property, or any
portion of it.~~

~~F. The Developer shall pay in
full all bills submitted to it
by the City for obligations
incurred under this
Agreement within thirty
(30)30 days after receipt.
Bills not paid within thirty
(30)30 days shall be
assessed a late fee per the
City adopted fee schedule.
Upon request, the City will
provide copies of detailed
invoices of the work
performed by the City and
its consultants.~~

~~29 CITY~~

~~**PAYMENTS.** The City
shall reimburse the
Developer in the amount of
\$XXX,XXX.XX for
oversizing costs associated
with the installation of XX~~

~~inch and XX inch sanitary sewer as identified on the Plans. The City shall also reimburse the Developer in the amount of \$XXX,XXX.XX for oversizing costs associated with the installation of XX inch water main as identified on the Plans. City payments shall be made within thirty (30)30 days of the City's final acceptance of the Improvements, but only if the Developer is not in default to this Contract. This payment by the City shall be the City's only responsibility with regard to construction of the Improvements and in no case shall act as a waiver of any other right of the City under this Contract or under applicable laws, ordinances or rules.~~

~~30. SPECIAL~~

~~PROVISIONS. The~~

~~following special provisions~~

~~shall apply to the~~

~~Subdivision:~~

~~A. Implementation of the~~

~~recommendations listed in~~

~~the~~

~~_____~~

~~May 30, 2018, Engineering~~

~~memorandum.~~

~~B. Upon the recording of the~~

~~final plat, the Developer~~

~~shall convey Outlot _____s~~

~~B, F, I, and K to the City by~~

~~warranty deed, free and~~

~~clear of any and all~~

~~encumbrances, unless~~

~~otherwise agreed to by the~~

~~City.~~

~~C. The Developer shall install~~

~~a temporary turnaround on~~

~~the _____end of~~

~~_____until it is~~

~~extended to the _____~~

~~_____ with the
second phase of the
_____ development.~~

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

~~E. All public trails shall be located within outlots, at least 30' wide, dedicated to the City of Lake Elmo. Title Policy shall be provided for all land so dedicated.~~

~~F. The Developer shall enter into a Landscape License Agreement with the City that clarifies the individuals or entities responsible for maintenance of any landscaping installed in areas outside of land dedicated as public park~~

and open space on the final plat.

~~— The Developer shall pay the City a cash donation of \$1,000,000.00 upon the Royal Golf Club at Lake Elmo 3rd Addition final plat being approved by the City, or upon approval by the City of that phase of the development where the Tartan Park ballfields are no longer able to be used by the City, whichever happens first.~~

~~— A temporary access road providing access to the Outlot N, Royal Golf Club at Lake Elmo 1st Addition lift station and sanitary manhole structures along Outlot R must be provided by the Developer. The Developer also hereby agrees to pave such road~~

~~within one year from the
date that the lift station is
operational.~~

~~The Developer shall pay
the City a park dedication
fee of \$106,557 for required
trees not planted within the
2nd Addition as per Section
19 (C) of this Agreement.
This fee was calculated as
follows: [(\$500 X 969 2.5-
caliper inch trees reduced
within the entire preliminary
plat area) / 291 Single
Family Lots within all
phases of the Subdivision X
64 Single Family Lots
within the 1st Addition].~~

~~That open space within
the shorelands of the
residential development
(specifically Outlots C, D,
F, and the rest of Outlot L)
be protected with a
conservation easement.~~

~~deed restriction, covenant,
or other instrument. Such
document(s) must be
provided for review by the
City Attorney and be
executed prior to final plat
approval.~~

~~A.~~

31 MISCELLANEOUS.

~~A.—The Developer may not
assign this Agreement
without the written
permission of the City
Council. The Developer's
obligations hereunder shall
continue in full force and
effect even if the Developer
sells one or more lots, the
entire Property, or any
portion of it.~~

~~B.—Retaining walls that require
a building permit shall be
constructed in accordance~~

~~with plans and specifications prepared by a professional 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. All retaining walls identified on the Plans or by special conditions referred to in this Agreement shall be constructed before any other building permit is issued for a lot on which a retaining wall is required to be built.~~

~~C. Legal documents regarding homeowner association documents, covenants, and restrictions shall be~~

~~submitted to the City prior
to recording of the final plat
for review and approval by
the City Attorney.~~

~~D. The 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
Subdivision 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 \$1,500,000 for each occurrence; limits for property damage shall be not less than \$200,000 for each occurrence; or a combination single limit policy of \$1,500,000 or more. The City shall be named as an additional insured on the policy, and the Developer shall file with the City a certificate of insurance evidencing coverage prior to the City signing the plat. The certificate shall provide that the City must be given thirty (30) 30 days' advance written notice of the cancellation of the insurance.~~

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

~~F. If any portion, section,~~

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

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

~~H. This Agreement shall run
with the land and may be~~

~~recorded against the title to
the Property at the
Developer's expense. The
Developer covenants with
the City, its successors and
assigns, that the Developer
has fee title to the Property
being final platted and has
obtained consents to this
Agreement, in the form
attached hereto, from all
parties who have an
interest in the Property,
including, but not limited to,
mortgagees; 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.~~

~~l. 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
Subdivision and the
Subdivision Improvements
comply or will comply 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 Subdivision is not in compliance, the City may, at its option, refuse to allow construction or development work in the Subdivision until it is brought into compliance. Upon the City's demand, the Developer shall cease work until there is compliance.~~

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

following events:

A. ~~Subject to unavoidable delays, failure by the Developer to commence and complete construction of the public Subdivision Improvements pursuant to the terms, conditions and limitations of this Agreement.~~

B. ~~Failure by the Developer to substantially observe or perform any material covenant, condition, obligation or agreement on its part to be observed or performed under this Agreement.~~

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 the
Developer, deemed
adequate by the City, that
Developer will cure its
default and continue its
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 the Developer, or
immediately draw on the
Security, as set forth in this
Agreement.~~

34.

~~**— ENFORCEMENT BY
CITY; DAMAGES.** The
Developer acknowledges
the right of the City to
enforce the terms of this
Agreement against the
Developer, by action for
specific performance or
damages, or both, or by
any other legally authorized
means. In the event of a
default by the Developer as
to construction or repair of
any of the Subdivision
Improvements or any other
work or undertaking
required by this Agreement,
the City may, at its option,
perform the work and the~~

~~Developer shall promptly reimburse the City for any expense incurred by the City. This Agreement is a license for the City to act, and it shall not be necessary for the City to seek an order from any court for permission to enter the Subdivision for such purposes. If the City does such work, the City may, in addition to its other remedies, levy special assessments against the land within the Subdivision to recover the costs thereof. For this purpose, the Developer, for itself and its successors and assigns, expressly waives any and all procedural and substantive objections to the special assessments, including, but not limited to, hearing requirements, and~~

~~any claim that the assessments exceed the benefit to the land so assessed. The Developer, for itself and its successors and assigns, also waives any appeal rights otherwise available pursuant to Minnesota Statutes Section 429.081.~~

~~The Developer also acknowledges that its failure to perform any or all of the Developer's obligations under this Agreement may result in substantial damages to the City; that in the event of default by the Developer, the City may commence legal action to recover all damages, losses and expenses sustained by the City; and that such expenses may include, but~~

are not limited to, the reasonable fees of legal counsel employed with respect to the enforcement of this Agreement.

~~35. WARRANTY.~~

~~During the warranty period, the Developer warrants that all Subdivision Improvements will be free from defects and that they will continue to meet all technical specifications and standards. During the warranty period, the Developer agrees to repair or replace any Subdivision Improvement, or any portion or element thereof, which shows signs of failure, normal wear and tear excepted. If the Developer fails to repair or replace a defective Subdivision Improvement~~

~~during the warranty period,
the City may repair or
replace the defective
portion and may use the
Security to reimburse itself
for such costs. The
Developer agrees to
reimburse the City fully for
the cost of all Subdivision
Improvement repair or
replacement if the cost
thereof exceeds the
remaining amount of the
Security. Such
reimbursement must be
made within 45 days of the
date upon which the City
notifies the Developer of
the cost due under this
paragraph. The Developer
hereby agrees to permit the
City to specially assess any
unreimbursed costs against
any lots in the Subdivision
which have not been sold
to home buyers if the~~

~~Developer fails to make
required payments to the
City. The Developer, on
behalf of itself and its
successors and assigns,
acknowledges the benefit
to the lots within the
Subdivision of the repair or
replacement of the
Subdivision Improvements
and hereby consents to
such assessment and
waives the right to a
hearing or notice of hearing
or any appeal thereon
under Minnesota Statutes,
Chapter 429.~~

~~A. The required warranty
period for all work relating
to the public sewer and
water shall be two (2)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)1 year from the date of final written acceptance of the work.~~

~~C. The required warranty period for sod, trees, and landscaping is two (2)2 years from the date of final written City acceptance of the installation.~~

~~**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 Subdivision Improvements, and~~

~~construction of all public
Subdivision Improvements,
the Developer shall furnish
the City with an irrevocable
letter of credit or a cash
escrow or a combination of
a cash escrow and letter of
credit (the "Security") in the
amount of~~

~~\$3,232,171_____.~~

~~The bank originating the
letter of credit shall be
determined by the City to
be solvent and
creditworthy. The letter of
credit shall substantially be
in the form attached to this
Agreement and must be
approved by the City. The
amount of the Security was
calculated as itemized on
Exhibit C. If at any time the
City reasonably determines
that the bank issuing the
letter of credit no longer
satisfies the City's~~

~~requirements regarding solvency and creditworthiness, the City shall notify the Developer and the Developer shall provide to the City within 45 days a substitute for the letter of credit from another bank meeting the City's requirements. If the Developer fails to provide the City within 45 days with a substitute letter of credit from an issuing bank satisfactory to the City, the City may draw under the existing letter of credit.~~

~~This breakdown is for historical reference; it is not a restriction on the use of the Security. The City may draw down the Security, without notice, for any violation of the terms of this Agreement or if the~~

~~Security is allowed to lapse prior to the end of the required term. If the required public Subdivision 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 by the City to cure the default.~~

~~**37. REDUCTION OF SECURITY.** Upon written request by the Developer and upon receipt of proof satisfactory to the City Engineer that work has been completed in accordance with the approved Plans and the terms of this Agreement and that all financial obligations to the City have~~

~~been satisfied, the City
Engineer may approve
reductions in the Security in
the following instances:~~

~~A. Upon completion of
grading operations,
including temporary site
restoration. The Developer
must submit an as-built
grading survey to the City
that at a minimum
establishes the as-built
grades at all lot corners and
downstream drainage
conveyance systems and
storm water ponds. Upon
inspection of the site and
approval of the as-built
survey by the City, 100-
percent, or~~

~~\$ _____~~

~~_____, of the Security
associated with grading
may be released. This
Security reduction does not~~

~~include amounts related to erosion and sedimentation control.~~

~~B. Up to 75 percent of the Security associated with the itemization on **Exhibit C** may be released upon completion of the following key milestones of the project as determined by the City Engineer:~~

~~1. Construction Categories 2 and 3: The amount of \$685,340 may be released when all sanitary sewer and watermain utilities have been installed, all testing and televising has been successfully completed, sanitary sewer as-built inverts have been verified, and the utilities are considered ready for use by the City Engineer.~~

~~2. Construction Categories 4 and 5: The amount of \$1,320,002 may be released when all streets, sidewalks, and storm sewer have been installed and tested, and have been found to be complete to the satisfaction of the City Engineer including all corrective work for any identified punch list items and including verification of storm sewer as-built inverts, but not including the final wear course.~~

~~3. Construction Categories 6-10 and 14-17: The amount of \$114,567 may be released when all remaining Developer's obligations under this Agreement have been completed including: (1)~~

~~bituminous wear course; (2) street lighting and private utilities; (3) trails; (4) bio-retention facilities; (5) iron monuments for lot corners have been installed; (3) all financial obligations to the City satisfied; (4) the required "record" plans in the form of the City standards have been received and approved by the City; and (5) the public Subdivision Improvements are accepted by the City Engineer and the City Council.~~

~~4. Construction Categories 11, 12 and 13: The amount of \$304,219 _____ may be released when landscaping Subdivision Improvements have been installed to the satisfaction of the City Landscape~~

~~Architect including all
corrective work for any
identified punch list items.~~

~~C. Twenty five (25) percent of
the original Security
amount, excluding grading
and landscaping
improvements shall be
retained until: (1) all
Subdivision Improvements
have been fully completed
and accepted by the City,
including all corrective work
and warranty punch list
items; (2) all financial
obligations to the City have
been satisfied; and (3) the
warranty period has
expired.~~

~~D. Twenty five percent (25%)
of the original Security
amount associated with
landscaping shall be
retained by the City until:
(1) all landscaping~~

~~Subdivision Improvements have been fully completed and accepted by the City, including all corrective work and warranty punch list items being completed by the Developer; (2) all financial obligations to the City have been satisfied; and (3) the warranty period has expired.~~

~~E. In addition to the above project milestone based Security reductions, the Developer may submit a written request and upon receipt of proof satisfactory to the City Engineer that work is progressing in accordance with the approved Plans and the terms of this Agreement and that all financial obligations to the City have been satisfied, the City Engineer may approve a~~

~~one-time reduction in the Security for Construction Categories 2-5 in an amount not to exceed fifty (50)50 percent of the initial Security amount. This one-time Security reduction does not apply to Categories 4-5 if boulevard sidewalks or trails have not been installed.~~

F. ~~It is the intent of the parties that the City at all times have available to it Security in an amount adequate to ensure completion of all elements of the Subdivision Improvements and other obligations of the Developer under this Agreement, including fees or costs due to the City by the Developer. To that end and notwithstanding anything herein to the contrary, all requests by the~~

~~Developer for a reduction
or release of the Security
shall be evaluated by the
City in light of that principle.~~

**38. ~~SUMMARY OF
CASH~~**

~~REQUIREMENTS.~~ The
following is a summary of
the cash requirements
under this Agreement
which must be paid to the
City prior to recording the
final plat:

Sewer Availability Charge (SAC):	\$192,000
Water Availability Charge (WAC):	\$192,000
Park Dedication per Section 22::	\$134,464
AUAR Fee:	\$-
Park Dedication per Section 19 (C):	\$106,557
Special Assessments Due:	\$
Street Light Operating Fee:	\$645
City Base Map Upgrading (\$25.00 per REU):	\$1600
City Engineering Administration Escrow:	\$50,000
TOTAL CASH REQUIREMENTS:	\$677,266

~~39. NOTICES.~~

~~Required notices to the Developer shall be in writing, and shall be either hand delivered to the Developer, its employees or agents, or mailed to the Developer by certified mail at the following address: ;
11074 Radisson Road NE,
Blaine, MN 55449, Attn:
Hollis Cagner.~~

~~_____. Notices to the City shall be in writing and shall be either hand delivered to the City Administrator, or mailed to the City by certified mail in care of the City Administrator at the following address: Lake Elmo City Hall, 3800 Laverne Avenue N. Lake Elmo, Minnesota 55042.~~

~~40. EVIDENCE OF~~

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

~~**41. COMPLIANCE**~~

~~**WITH LAWS.** The Developer agrees to comply with all laws, ordinances, regulations, and directives of the state of Minnesota and the City applicable to the Subdivision. This Agreement shall be construed according to the laws of the Minnesota.~~

~~**42.**~~

~~**SEVERABILITY.** In the event that any provision of this Agreement shall be~~

~~held invalid, illegal, or unenforceable by any court of competent jurisdiction, such holding shall pertain only to such section and shall not invalidate or render unenforceable any other provision of this Agreement.~~

~~43. NON-WAIVER.~~

~~Each right, power, or remedy conferred upon the City by this Agreement is cumulative and in addition to every other right, power or remedy, express or implied, now or hereafter arising, or available to the City at law or in equity, or under any other agreement.~~

~~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. If either
party waives in writing any
default or nonperformance
by the other party, such
waiver shall be deemed to
apply only to such event
and shall not waive any
other prior or subsequent
default.~~

~~44.~~

~~**COUNTERPARTS.**~~

~~This Agreement may be
executed simultaneously in
any number of
counterparts, each of which
shall be an original and
shall constitute one and the
same Agreement.~~



CITY OF LAKE ELMO

By: _____

Its: Mayor

By: _____

Its: City Clerk

STATE OF MINNESOTA

→

→ ss.

**COUNTY OF
WASHINGTON** →

The foregoing instrument
was acknowledged before
me this ____ day of

_____,

20____, by

and

_____,
the Mayor and City Clerk,
respectively, 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



DEVELOPER

By:

Its:

STATE OF MINNESOTA

→

→ ss.

COUNTY OF _____)

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

_____,
20____, by

_____, 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
AGREEMENT**

_____, fee owners of all or part of the sub-
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
_____, 20__.

NOTARY PUBLIC

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

**MORTGAGE
CONSENT TO
DEVELOPMENT
AGREEMENT**

_____, which holds a mortgage on the P

Dated this ___ day of __, 2_.

STATE OF MINNESOTA

—)

—) ss.

COUNTY OF _____)

The foregoing instrument
was acknowledged before
me this ___ day of

_____,

20___, by

_____.

NOTARY PUBLIC

DRAFTED BY:

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

**CONTRACT
PURCHASER
CONSENT TO
DEVELOPMENT
AGREEMENT**

_____, which/who has a contract
the provisions as the same
may apply to that portion of
the Property in which there
is a contract purchaser's
interest.

Dated this ____ day of
_____,
20____.

STATE OF MINNESOTA
—>
—> ss.
COUNTY OF _____>

The foregoing instrument
was acknowledged before
me this ____ day of
_____, 20____,
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**

Outlot S, Royal Golf Club at
Lake Elmo 1st Addition

**EXHIBIT B TO
DEVELOPMENT
CONTRACT**

List of Plan Documents

The following documents
prepared by

_____,
Carlson McCain and
Pioneer
Engineering
_____, collectively constitute
the Plans:

THOSE DOCUMENTS BY _____

_____ AS FOLLOWS:

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**EXHIBIT C TO
DEVELOPMENT-
CONTRACT**

Subdivision
Improvements
Cost/Security Amount
Estimate

CONSTRUCTION
CATEGORY
COST
125%percent

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H I C H I D I A I S O I

(reserved for recording information)

DEVELOPMENT AGREEMENT
(Public sewer and water)
Royal Golf Club at Lake Elmo 2nd Addition

THIS DEVELOPMENT AGREEMENT is dated _____, 2018, by and between the **CITY OF LAKE ELMO**, a Minnesota municipal corporation (the “City”) and **Royal Development, Inc.**, a Minnesota corporation (the “Developer”).

1. REQUEST FOR PLAT APPROVAL. The Developer has asked the City to approve a plat for **The Royal Golf Club at Lake Elmo 2nd Addition** (referred to in this Agreement as the

“Subdivision”). The property being platted is situated in the County of Washington, State of Minnesota, and is legally described on **Exhibit A.**

2. CONDITIONS OF PLAT APPROVAL. The City hereby approves the Subdivision on condition that the Developer enter into this Agreement, furnish the security required by it, and record the plat with the County Recorder or Registrar of Titles within 120 days after the City Council approves the final plat.

3. RIGHT TO PROCEED. This Agreement is intended to regulate the development of the Property and the construction therein of certain public and private improvements. The Developer may not grade or otherwise disturb the earth, remove trees or construct public or private improvements or any buildings within the Subdivision until all the following conditions precedent have been satisfied:

- A. the Developer has caused H.C. Golf Land, LLC to provide an executed deed conveying fee title of Outlots B, F, I, and K to the City and provided copies of the executed deeds to the City for recording with Washington County;
- B. the Developer has executed and recorded with Washington County all drainage and utility easements required for the Subdivision by the City Engineer and Public Works Director in the City’s standard form or the easements have been dedicated to the City on the plat;
- C. the Developer has executed and recorded with Washington County the storm water maintenance and easement agreement in the City’s standard form;
- D. this Agreement has been executed by the Developer and the City;
- E. the required Security (as hereinafter defined) have been received by the City from or on behalf of the Developer;
- F. final construction plans and specifications have been submitted by the Developer and approved by the City Engineer;

- G. the Developer has paid the City for all legal, engineering and administrative expenses incurred by the City regarding the City approvals and has given the City the additional City Engineering Administration Escrow required by this Agreement;
- H. the Developer has paid any outstanding assessments and taxes for the property or property being deeded to the City;
- I. the Developer has escrowed money with the City in amount sufficient to pay the estimated property taxes attributable to Outlots B, F, I, and K for 2019 if the City does not take ownership of the outlots before July 1, 2018.
- J. the Developer has fulfilled any park dedication requirements as specified under this Agreement;
- K. the Developer has received all necessary permits from the MPCA, MDH, DNR, applicable watershed, Washington County, and any other agency having jurisdiction over the Subdivision;
- L. the Developer has provided the City with a certificate of insurance required by this Agreement;
- M. the Developer or the Developer's engineer and the Developer's contractor(s) have initiated and attended a preconstruction meeting with the City Engineer, and City staff;
- N. the final plat has been recorded with Washington County;
- O. all homeowners' association declarations, covenants, and restrictions have been submitted, reviewed and approved by the City Attorney;
- P. a title insurance policy has been issued in the amount of \$100,000 in favor of the City insuring Outlots B, F, I, and K and the City's interests as they appear on the plat; and
- Q. the City has issued a written notice that all above conditions have been satisfied and that the Developer may proceed.

4. PHASED DEVELOPMENT. If the plat is a phase of a multi-phased preliminary plat, the City may refuse to approve final plats of subsequent phases of the development if the Developer is not in compliance with any term of this Agreement and the non-compliance has not been remedied. Development of subsequent phases of the development may not proceed until development agreements for such phases are approved by the City. Park dedication charges and availability charges for sewer and water referred to in this Agreement are not being imposed on outlots that are designated in the plat for future subdivision into lots and blocks, if any, in the plat. Such charges will be calculated and imposed when these outlots, if any, are platted into lots and blocks.

5. PRELIMINARY PLAT STATUS. If the Subdivision 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 years after preliminary plat approval.

6. CHANGES IN OFFICIAL CONTROLS. For five years from the date of this Agreement, no amendments to the City's Comprehensive Plan or official controls shall apply to or affect the 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 Agreement to the contrary, to the full extent permitted by state law, the City may require compliance with any changes to the City's Comprehensive Plan, official controls, including, but not limited to, any platting or dedication requirements enacted after the date of this Agreement.

7. DEVELOPMENT PLANS. The Developer agrees to develop the Property in accordance with the City approvals, including the terms and conditions of approval of the final plat as detailed in City Council Resolution No. 2018-062, and **City Council Resolution No. 2018[1]-** and to construct all improvements in accordance with the approved construction

plans and specifications (collectively, the “Plans”) prepared by a professional engineer registered in the State of Minnesota at its sole expense. All terms and conditions of the City approvals are hereby incorporated by reference into this Agreement. The documents which constitute the Plans are those on file with and approved by the City and are listed on **Exhibit B** attached hereto. The Plans may not be modified by the Developer without the prior written approval of the City.

8. IMPROVEMENTS. In developing the Subdivision in accordance with the Plans, the Developer shall make or install at its sole expense the following public and private improvements (collectively, the “Subdivision Improvements”):

- A. Grading and erosion control;
- B. Sanitary sewer;
- C. Water system improvements;
- D. Stormwater improvements (storm sewer pipe, control structures, ponds, BMPs, etc.);
- E. Streets and sidewalks;
- F. Trails;
- G. Underground private utilities;
- H. Landscaping;
- I. Street lighting and signage;
- J. Intersection improvements (turn lanes, by-pass lanes, traffic control, etc.);
- K. Tree preservation and reforestation;
- L. Wetland mitigation and buffers; and
- M. Monuments required by Minnesota Statutes.

All improvements shall be installed in accordance with the approved Plans, the City approvals, the City Code, the City’s Engineering Design and Construction Standards Manual, and the City’s Landscape and Irrigation Standards. 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 Plans, the City approvals, the City Code, the City’s Engineering Design and

Construction Standards Manual, and the City's Landscape and Irrigation 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 or a soil engineer inspect the Developer's 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.

9. CITY ADMINISTRATION AND CONSTRUCTION OBSERVATION.

At the time of the City's approval of the final plat for the Subdivision, the Developer shall submit to the City an amount to be escrowed by the City for City administration and construction observation costs in an amount provided under paragraph 36 of this Agreement - Summary of Cash Requirements. Thereafter, the Developer shall reimburse the City each month, within 30 days of receiving an invoice, for all administration and construction observation costs incurred by the City during the construction of the Subdivision Improvements by the City's engineering, public works, planning, and landscape architecture staff and consultants. After 30 days of the invoice, the City may draw upon the escrow and stop the work on site until the escrow has been replenished in its full amount. City administration and oversight will include monitoring of construction progress and construction observation, consultation with the Developer and the Developer's professionals 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 the Security. 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 by the City on an hourly basis.

The direction and review provided by the City through the inspection of the Subdivision Improvements should not be considered a substitute for the Developer-required management of the construction of the Subdivision Improvements. The Developer must require the Developer's

contractor(s) to furnish the City with a schedule of proposed operations at least five days prior to the commencement of construction of each type of Subdivision Improvement. The City shall inspect all Developer-installed Subdivision Improvements during and after construction for compliance with the Plans, the City approvals, the City Code, the City's Engineering Design and Construction Standards Manual, and the City's Landscape and Irrigation Standards. The Developer will notify the City at such times during construction as the City 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 the 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 percent ownership interest or in which they are an officer or director may not act as contractors or subcontractors for the Subdivision Improvements identified in Paragraph 8 above.

11. TIME OF PERFORMANCE. The Developer shall install all required Subdivision Improvements by October 31, 2018, with the exception of the final wear course of asphalt on streets and sidewalks. The Developer shall install the bituminous wearing course of streets after the first course has weathered a winter season, consistent with warranty requirements, however, final acceptance of the Subdivision Improvements by the City 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.

12. MAINTENANCE DURING CONSTRUCTION. The Developer shall be responsible for all maintenance of the Subdivision Improvements including the snow plowing of the streets,

roads and alleys until the Subdivision Improvements are accepted by the City in writing. The Developer is also responsible to locate all underground utilities until the Subdivision is accepted in writing by the City. Warning signs shall be placed by the Developer 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 by the Developer. In the event residences are occupied prior to completing streets, the Developer shall maintain a smooth surface and provide proper surface drainage to ensure that the streets are passable for traffic and emergency vehicles. The Developer shall be responsible for keeping streets within and without the Subdivision clean and clear of dirt and debris that may spill, track, or wash onto the street from the Developer's operations. The Developer shall contract for street cleaning for streets within and immediately adjacent to the Subdivision. At a minimum, scraping and sweeping shall take place on a weekly basis.

Prior to the City's acceptance of the streets the City may agree, at the City's sole discretion, to keep the streets open during winter months by plowing snow. The City will consider snow plowing streets on a case by case basis and under the following conditions: 1) the Developer must request in writing the streets it is requesting to be plowed by the City, with such request received prior to October 1st of each winter season that plowing is requested; 2) there must be residences along the street; 3) for streets that do not have the bituminous wear course placed, the Developer must install paved wedges along all curb lines and catch basins of the street; 4) gate valves and manholes must be level with the pavement surface; 5) street curves, center medians, and other protrusions in the right-of-ways must be delineated with "HI-VIS" fiberglass stakes; 6) a site review must be scheduled by the Developer and conducted with the City's Public Works Department with the Developer in attendance to review the streets that are being requested to be plowed prior to the commitment of plowing by the City; 7) the Developer must agree not to hold the City responsible for any damage caused by snow plowing

operations to the streets, curb and gutter, manholes, catch basins or other infrastructure; and 8) the Developer shall enter into an agreement with the City for plowing of the streets.

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

14. CONSTRUCTION ACCESS. Construction traffic access and egress for grading, public utility construction, and street construction is restricted to access the Subdivision via 10th Street North. No construction traffic is permitted on other adjacent local streets.

15. CONSTRUCTION SEQUENCE AND COMPLIANCE. The City will require the Developer to construct the Subdivision Improvements in a sequence which will allow progress and compliance points to be measured and evaluated. The Developer and the Developer's representatives are required to supervise and coordinate all construction activities for all Subdivision 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. EROSION CONTROL. All construction regarding the Subdivision Improvements shall be completed in a manner designed to control erosion and in compliance with the City Code, the City's Engineering Design and Construction Standards Manual, all watershed district permits, the Minnesota Pollution Control Agency's best management practices, and other requirements including the City's permit with the Minnesota Pollution Control Agency for the municipal separate storm sewer system program. Prior to initiating any work on the site, an erosion control plan must be implemented by the Developer and inspected and approved by the City. Erosion and sediment control measures shall be coordinated with the various stages of development. The City may impose additional erosion control requirements at any stage in development as deemed necessary to maintain a compliant site. All areas disturbed for site improvements must be reseeded by the Developer promptly after the work in the area is

complete unless construction of the next stage of the improvements will begin in that area within seven days. 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 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 by the City unless the Subdivision is in full compliance with the approved erosion control plan.

If building permits are issued prior to the acceptance of public Subdivision Improvements, the Developer assumes all responsibility for erosion control compliance throughout the Subdivision 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. SITE GRADING. In order to construct the Subdivision Improvements and otherwise prepare the Property for development, it will be necessary for the Developer to grade the Subdivision. All grading must be done in compliance with this Agreement and the approved grading plans. Within 30 days after completion of the grading, the Developer shall provide the City with an "as built" grading plan and a certification by a registered land surveyor or engineer as required in the City's Engineering Design and Construction Standards Manual.

18. STREET AND UTILITY IMPROVEMENTS. All storm sewers, sanitary sewers, watermain, and streets, including turn lane and intersection improvements, shall be installed in

accordance with the approved Plans, the City approvals, the City Code, and the City's Engineering Design and Construction Standards Manual. Curb and gutter, the first lift of the bituminous streets, sidewalks, 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 the Developer's 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 shall be installed by the Developer after the first bituminous course has weathered a winter season. Prior to placement of the final bituminous wear course, the Developer shall repair or replace all broken or failing curbs, sidewalks and damaged or settled streets as determined by the City from a pre-wear course walk through inspection.

19. LANDSCAPING AND TREE REPLACEMENT IMPROVEMENTS.

- A. The Developer agrees to install landscaping in accordance with the approved Plans, the City approvals, the City Code, the City's Engineering Design and Construction Standards Manual, and the City's Landscape and Irrigation Standards. All landscaping materials such as trees, shrubs, grasses, or other vegetation installed by the Developer must be warrantied and maintained for a period of two years, with the exception of trees planted on lots that have villa or single family homes, which are not required to be warrantied. The two year warranty period for landscaping materials shall be deemed to start once all required landscaping identified as responsibility of Developer in the approved Plans for such phase has received acceptance by the City. The Developer agrees to have the installer of the landscaping complete an inspection 30 days prior to the end of the two year warranty period and provide the City with a written report

identifying the condition of all landscaping. In the event that any landscaping installed by the Developer is deemed through this inspection to be in poor condition or dead, the Developer is to replace the landscaping with like kind materials or as otherwise approved by the City.

B. The Developer shall be responsible for maintaining regular watering, fertilizing, and over-seeding necessary to establish final lawns and yards as identified in the approved Plans for outlots, public rights-of-way, and any disturbed areas outside the Subdivision boundaries according to a landscape maintenance plan approved by the City. The Developer agrees to achieve “substantial performance” on all seeded or sodded lawns and yards disturbed during the construction of Subdivision Improvements. For the purpose of this Agreement “substantial performance” shall be defined for areas seeded or sodded with a turf or lawn mix as “square foot turf areas with an average blade height of three inches free of eroded, bare, or dead spots and free from perennial weeds or unwanted grasses with no visible surface soil.” For areas seeded with a native grass or flower mix “substantial performance” shall be defined as “square foot native grass or flower areas with an average height of eight inches free of eroded, bare, or dead spots and no visible surface soil.”

C. Notwithstanding anything herein to the contrary, the City has agreed to reduce the number of required trees the Developer is required to plant within the Subdivision from 3800 to 2912 as such number is reflected in the revised landscape plans on file with the City. However, in addition to planting the number of trees required by this paragraph, the Developer agrees that it will require that at least two trees be planted on lots that have villa homes and at least four trees be planted on lots that have single family homes. These trees are not to be counted towards the number of trees that are required by this paragraph to be planted by the Developer. All

trees planted on villa or single family home lots must be planted before the building permit escrow will be released by the City. The Developer may further reduce the number of trees that it is required to plant within the Subdivision by: (i) implementing woodland management or pollinator friendly native seeding practices within the Subdivision, in a manner approved by the City's Landscape Architect, provided that the number of trees that may be removed from the Developer's plantings will be agreed upon by the Developer and the City at the time such practices are approved; or (ii) paying to the City a per-tree parkland dedication fee of \$500.00 per 2.5 caliper inch tree that the Developer elects not to plant within the Subdivision.

D. In consideration for the reduction in the number of trees to be planted by Developer in accordance with paragraph 19 (C) above, the Developer will pay a proportionate share of the total per tree parkland dedication fee for each phase of the Subdivision based upon the number of Single Family Lots within each phase. For the initial phase of the Subdivision, the Developer has paid in full the required parkland dedication fee, receipt of which is acknowledged by the City. For the 2nd Addition, the Developer will pay the City \$106,557.00 in parkland dedication fees [(\$500 X 969 2.5 caliper inch trees reduced within the entire plat area) / 291 Single Family Lots within all phases of the Subdivision X 64 Single Family Lots within the 2nd Addition].

20. SIGNAGE, STREET LIGHTING AND OTHER UTILITIES. The Developer agrees to install street signs, traffic and parking signs, and pavement markings within the Subdivision all in accordance with the approved Plans and the City Engineering Design Standards Manual. Street and traffic sign details shall be submitted by the Developer to the City for approval prior to installation. In addition, the Developer shall be responsible for the cost and all coordination work to extend private utilities along with street lighting within the Subdivision all in accordance

with the approved plans and right-of-way permits.

21. OWNERSHIP OF IMPROVEMENTS. Upon completion of the work and construction required by this Agreement, the Subdivision Improvements lying within public easements shall become City property. Prior to acceptance of the public Subdivision Improvements by the City, the Developer must furnish the City with a complete set of reproducible "record" plans and 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 Agreement. 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 that the public Subdivision Improvements have been completed in accordance with the terms of this Agreement, the City Engineer will accept the completed public Subdivision Improvements.

22. PARK DEDICATION. The Developer shall dedicate or convey 8.8 acres of land and pay a cash contribution of \$611,457.00 in satisfaction of the City's park dedication requirements for the entire Subdivision, all phases, to be dedicated incrementally with each phase of the development. The park dedication for the entire Subdivision was calculated as follows: \$800,000.00 (10 percent of \$8,000,000 (the total appraised value of the entire Subdivision), less \$188,543 for the total appraised value of the land being conveyed to the City for trails (8,085 lineal feet of trail with a 30 foot wide corridor, less 5,010 square feet of buffer encroachment).

In the second phase, the Developer shall cause H.C. Golf Land, LLC to deed Outlot B (4.3 gross acres of land) to the City upon the recording of the final plat and shall pay a cash contribution of \$134,464.00 to satisfy the City's park dedication requirements for the second phase. The second phase park dedication was calculated as follows: 64 lots at \$2,101.00 per lot (\$2,749.00 per lot, less \$648.00 for the appraised value of land for the trails being conveyed to

the City per lot). The parties agree that after the transfer of Outlot B pursuant to the terms of this paragraph, Developer has transferred a total of 5.33 acres to the City leaving 3.47 acres yet to be transferred.

23. SANITARY SEWER AND WATER UTILITY AVAILABILITY CHARGES (SAC AND WAC). The Developer shall be responsible for the payment of all sewer availability charges (SAC) and all water availability charges (WAC) with respect to the Subdivision 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 REC shall be paid by the Developer to the City prior to recording the final plat. The total amount to be paid by the Developer is \$192,000.00.

The water availability charge (WAC) in the amount of \$3,000.00 per REC shall be paid by the Developer to the City prior to recording the final plat. The total amount to be paid by the Developer is \$192,000.00.

In addition, a sewer connection charge in the amount of \$1,000.00 per REC, a Metropolitan Council sewer availability charge in the amount of \$2,485.00 per REC, and a water connection charge in the amount of \$1,000.00 per REC will be payable by the Developer and collected by the City at the time the building permit is issued for each lot.

24. STREET LIGHTS. The Developer is responsible for the cost of street light installation consistent with a street lighting plan approved by the City. Before the City signs the final plat, the Developer shall post a Security for street light installation consistent with the approved plan. The required Security is \$30,000 and consists of five decorative lights at \$6,000 each. The Developer shall also pay the City \$129/light (\$645.00) to reimburse the City for the first year operating costs for the street lights.

25. WETLAND MITIGATION. The Developer shall complete wetland mitigation/restoration in accordance with the approved Plans and in accordance with any

applicable Watershed or agency permits. If the mitigation work is found to be incomplete or restoration is unsuccessful, the City may draw down the Security at any time during the warranty period to perform the work if the Developer fails to take corrective measures after being provided reasonable notice by the City.

26. BUILDING PERMITS/CERTIFICATES OF OCCUPANCY.

A. No building permit shall be issued for any lot within the Subdivision, or within a completed phase of the Subdivision in a City preapproved phasing plan, until such time that sanitary sewer, water, storm sewer, curbing, trails and one lift of asphalt has been installed and tested for all public streets; boulevard grading has been completed within the entire right-of-way (without hold down grading for the future sidewalk or any other improvements); permanent or temporary street and traffic control signs are installed; property monuments have been installed and grading as-built plans have been submitted and approved by the City. A “preapproved phasing plan” is defined as a phased construction plan that has been submitted by the Developer and approved by the City in advance of the preconstruction meeting for the Subdivision. Once the construction has started, the City will not consider revisions to the phasing plan for the purpose of issuing building permits.

B. Issuance of a single building permit for a “model home” may be authorized by the City Planning Director prior to the completion of the Subdivision Improvements described in paragraph 26 (A) above, if there is safe public access to the lot that is sufficient to allow construction to proceed and there is a grading as-built plan approved by the City for the lot and all downstream storm water drainage facilities. However, the City will not issue a certificate of occupancy for any “model home” until all conditions identified in paragraph 26 (A) above have been completed. The Developer shall use the model home only for real estate sales purposes and no

other purposes.

- C. 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 Planning Department.
- D. Breach of the terms of this Agreement by the Developer, including nonpayment of billings from the City, shall be grounds for denial of building permits, certificates of occupancy, and withholding of other permits, inspection or actions and the halting of all work in the Subdivision.
- E. If building permits are issued prior to the acceptance of the public Subdivision Improvements by the City, the Developer assumes all liability and costs resulting in delays in completion of public Subdivision Improvements and damage to public Subdivision Improvements caused by the City, the Developer, the Developer's contractors, subcontractors, materialmen, employees, agents, or any third parties.
- F. If building permits are issued prior to the construction of front yard sidewalks, the Developer assumes all responsibility for the coordination, liability and costs to; 1) ensure that the sidewalks are constructed prior to any driveways for any lots with sidewalks; 2) that the sidewalks are constructed continuously from end of street to end of street without exceptions or gaps in the sidewalk; 3) that there is a stop work order on all building construction for impacted lots during the sidewalk construction and curing periods to prohibit traffic prior to City approval; and 4) that all boulevard grading and restoration re-work is completed immediately following the sidewalk construction.
- G. 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.

27. RESPONSIBILITY FOR COSTS.

- A. In the event that the City receives claims from labor, materialmen, or others that work required by this Agreement has been performed and the amounts due to them have not been paid, and the laborers, materialmen, or others are seeking payment from the City, the Developer hereby authorizes the City to commence an Interpleader action pursuant to Rule 22, Minnesota Rules of Civil Procedure for the District Courts, to draw upon the Security 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 funds deposited with the District Court, except that the Court shall retain jurisdiction to determine attorneys' fees pursuant to this Agreement.
- 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 Subdivision, including but not limited to legal, planning, engineering, and inspection expenses incurred in connection with the City's approval and acceptance of the plat and the Subdivision, the preparation of this Agreement, the City's review of construction plans and documents, and all costs and expenses incurred by the City in monitoring and inspecting development of the Subdivision. All amounts incurred and due to the City at the time of the recording of the final plat must be fully paid by the Developer prior to the City executing and releasing the final plat for recording.
- C. The Developer shall hold the City and its officials, employees, and agents harmless from claims made by itself and third parties for damages sustained or costs incurred resulting from the City's approval of the plat and the development of the Subdivision. The Developer shall indemnify the City and its officials, employees, and agents for all costs, damages, or expenses which the City may pay or incur in

consequence of such claims, including attorneys' fees.

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

E. The Developer shall pay, or cause to be paid when due, and in any event before any penalty is attached, all special assessments referred to in this Agreement. This is a personal obligation of the Developer and shall continue in full force and effect even if the Developer sells one or more lots, the entire Property, or any portion of it.

F. The Developer shall pay in full all bills submitted to it by the City for obligations incurred under this Agreement within 30 days after receipt. Bills not paid within 30 days shall be assessed a late fee per the City adopted fee schedule. Upon request, the City will provide copies of detailed invoices of the work performed by the City and its consultants.

28. SPECIAL PROVISIONS. The following special provisions shall apply to the Subdivision:

A. Implementation of the recommendations listed in the May 30, 2018, Engineering memorandum.

B. Upon the recording of the final plat, the Developer shall cause H.C. Golf Land, LLC to convey Outlots B, F, I, and K to the City by warranty deed, free and clear of any and all encumbrances, unless otherwise agreed to by the City.

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

D. All public trails shall be located within outlots, at least 30 feet in width and either be deeded to the City, dedicated to the City in the plat or an easement in a form acceptable to the City be provided. The title policy to be provided to the City shall

insure the City's interests in the property.

- E. The Developer shall enter into a Landscape License Agreement with the City that clarifies the individuals or entities responsible for maintenance of any landscaping installed in areas outside of land deeded to the City or dedicated as public park and open space on the final plat.
- F. The Developer shall pay the City a cash donation of \$1,000,000.00 upon the Royal Golf Club at Lake Elmo 3rd Addition final plat being approved by the City, or upon approval by the City of that phase of the development where the Tartan Park ballfields are no longer able to be used by the City, whichever happens first.
- G. A temporary access road providing access to the Outlot N, Royal Golf Club at Lake Elmo lift station and sanitary manhole structures along Outlot R must be provided by the Developer. The Developer also hereby agrees to pave such road within one year from the date that the lift station is operational.
- H. The Developer shall pay the City a park dedication fee of \$106,557 for required trees not planted within the 2nd Addition as per paragraph 19 (C) of this Agreement. This fee was calculated as follows: [(\$500 X 969 2.5-caliper inch trees reduced within the entire preliminary plat area) / 291 Single Family Lots within all phases of the Subdivision X 64 Single Family Lots within the 2nd Addition].
- I. That open space within the shorelands of the Subdivision (specifically Outlots C, D, F, and the rest of Outlot L) be protected with a conservation easement, deed restriction, covenant, or other instrument. Such document(s) must be provided for review and approval by the City Attorney and be executed prior to final plat approval.

29. MISCELLANEOUS.

- A. The Developer may not assign this Agreement without the written permission of the

City Council. The Developer's obligations hereunder shall continue in full force and effect even if the Developer sells one or more lots, the entire Property, or any portion of it.

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

C. Homeowners' association declarations, covenants, and restrictions and other documents related to the homeowners' association shall be submitted to the City prior to recording of the final plat for review and approval by the City Attorney.

D. The Developer shall take out and maintain or cause to be taken out and maintained until six months after the City has accepted the public Subdivision 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 \$1,500,000 for each occurrence; limits for property damage shall be not less than \$200,000 for each occurrence; or a combination single limit policy of \$1,500,000 or more. The City shall be named as an additional insured on the policy, and the Developer shall file with the City a certificate of insurance

evidencing coverage prior to the City signing the plat. The certificate shall provide that the City must be given 30 days' advance written notice of the cancellation of the insurance.

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

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

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

H. This Agreement shall run with the land and may be recorded against the title to the Property at the Developer's expense. The Developer covenants with the City, its successors and assigns, that the Developer has fee title to the Property being final platted and has obtained consents to this Agreement, in the form attached hereto, from all parties who have an interest in the Property, including, but not limited to, mortgagees; 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 Subdivision and the Subdivision Improvements comply or will comply 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 Subdivision is not in compliance, the City may, at its option, refuse to allow construction or development work in the Subdivision until it is brought into compliance. Upon the City's demand, the Developer shall cease work until there is compliance.

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

A. Subject to unavoidable delays, failure by the Developer to commence and complete construction of the public Subdivision Improvements pursuant to the terms, conditions and limitations of this Agreement.

B. Failure by the Developer to substantially observe or perform any material covenant, condition, obligation or agreement on its part to be observed or performed under this Agreement.

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

A. The City may suspend its performance under the Agreement until it receives assurances from the Developer, deemed adequate by the City, that Developer will cure its default and continue its 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 the Developer, or immediately draw on the Security, as set forth in this Agreement.

32. ENFORCEMENT BY CITY; DAMAGES. The Developer acknowledges the right of the City to enforce the terms of this Agreement against the Developer, by action for specific performance or damages, or both, or by any other legally authorized means. In the event of a default by the Developer as to construction or repair of any of the Subdivision Improvements or any other work or undertaking required by this Agreement, the City may, at its option, perform the work and the Developer shall promptly reimburse the City for any expense incurred by the City. This Agreement is a license for the City to act, and it shall not be necessary for the City to seek an order from any court for permission to enter the Subdivision for such purposes. If the City does such work, the City may, in addition to its other remedies, levy special assessments against the land within the Subdivision to recover the costs thereof. For this purpose, the Developer, for itself and its successors and assigns, expressly waives any and all procedural and substantive objections to the special assessments, including, but not limited to, hearing requirements, and any claim that the assessments exceed the benefit to the land so assessed. The Developer, for itself and its successors and assigns, also waives any appeal rights otherwise available pursuant to Minnesota Statutes Section 429.081.

The Developer also acknowledges that its failure to perform any or all of the Developer's obligations under this Agreement may result in substantial damages to the City; that in the event of default by the Developer, the City may commence legal action to recover all damages, losses and expenses sustained by the City; and that such expenses may include, but are not limited to, the reasonable fees of legal counsel employed with respect to the enforcement of this

Agreement.

33. WARRANTY. During the warranty period, the Developer warrants that all Subdivision Improvements will be free from defects and that they will continue to meet all technical specifications and standards. During the warranty period, the Developer agrees to repair or replace any Subdivision Improvement, or any portion or element thereof, which shows signs of failure, normal wear and tear excepted. If the Developer fails to repair or replace a defective Subdivision Improvement during the warranty period, the City may repair or replace the defective portion and may use the Security to reimburse itself for such costs. The Developer agrees to reimburse the City fully for the cost of all Subdivision Improvement repair or replacement if the cost thereof exceeds the remaining amount of the Security. Such reimbursement must be made within 45 days of the date upon which the City notifies the Developer of the cost due under this paragraph. The Developer hereby agrees to permit the City to specially assess any unreimbursed costs against any lots in the Subdivision which have not been sold to home buyers if the Developer fails to make required payments to the City. The Developer, on behalf of itself and its successors and assigns, acknowledges the benefit to the lots within the Subdivision of the repair or replacement of the Subdivision Improvements and hereby consents to such assessment and waives the right to a hearing or notice of hearing or any appeal thereon under Minnesota Statutes, Chapter 429.

- A. The required warranty period for all work relating to the public sewer and water shall be two 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 year from the date of final written City acceptance of the work.
- C. The required warranty period for sod, trees, and landscaping is two years from the date of final written City acceptance of the installation.

34. SUMMARY OF SECURITY REQUIREMENTS. To guarantee compliance with the terms of this Agreement, payment of special assessments, payment of the costs of all public Subdivision Improvements, and construction of all public Subdivision Improvements, the Developer shall furnish the City with an irrevocable letter of credit or a cash escrow or a combination of a cash escrow and letter of credit (the "Security") in the amount of \$3,232,172. The bank originating the letter of credit shall be determined by the City to be solvent and creditworthy. The letter of credit shall substantially be in the form attached to this Agreement and must be approved by the City. The amount of the Security was calculated as itemized on Exhibit C. If at any time the City reasonably determines that the bank issuing the letter of credit no longer satisfies the City's requirements regarding solvency and creditworthiness, the City shall notify the Developer and the Developer shall provide to the City within 45 days a substitute for the letter of credit from another bank meeting the City's requirements. If the Developer fails to provide the City within 45 days with a substitute letter of credit from an issuing bank satisfactory to the City, the City may draw under the existing letter of credit.

This breakdown is for historical reference; it is not a restriction on the use of the Security. The City may draw down the Security, without notice, for any violation of the terms of this Agreement or if the Security is allowed to lapse prior to the end of the required term. If the required public Subdivision Improvements are not completed at least 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 by the City 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 in accordance with the approved Plans and the terms of this Agreement and that all financial obligations to the City have been satisfied, the City Engineer may approve reductions in the Security in the following instances:

A. Up to 75 percent of the Security associated with the itemization on **Exhibit C** may be released upon completion of the following key milestones of the project as determined by the City Engineer:

1. Construction Categories 2 and 3: The amount of \$685,340 may be released when all sanitary sewer and watermain utilities have been installed, all testing and televising has been successfully completed, sanitary sewer as-built inverts have been verified, and the utilities are considered ready for use by the City Engineer.

2. Construction Categories 4 and 5: The amount of \$1,320,002 may be released when all streets, sidewalks, and storm sewer have been installed and tested, and have been found to be complete to the satisfaction of the City Engineer including all corrective work for any identified punch list items and including verification of storm sewer as-built inverts, but not including the final wear course.

3. Construction Categories 6-10 and 14-17: The amount of \$114,567 may be released when all remaining Developer's obligations under this Agreement have been completed including: (1) bituminous wear course; (2) street lighting and private utilities; (3) trails; (4) bio retention facilities; (5) iron monuments for lot corners have been installed, if required; (6) all financial obligations to the City have been satisfied; (7) the required "record" plans in the form of the City standards have been received and approved by the City; and (8) the public Subdivision Improvements are accepted by the City Engineer and the City Council.

4. Construction Categories 11, 12 and 13: The amount of \$304,219 may be released when landscaping Subdivision Improvements have been installed to the satisfaction of the City including all corrective work for any identified

punch list items.

- B. Twenty-five percent of the original Security amount, excluding grading and landscaping improvements shall be retained until: (1) all Subdivision Improvements have been fully completed and accepted by the City, including all corrective work and warranty punch list items; (2) all financial obligations to the City have been satisfied; and (3) the warranty period has expired.
- C. Twenty-five percent of the original Security amount associated with landscaping shall be retained by the City until: (1) all landscaping Subdivision Improvements have been fully completed and accepted by the City, including all corrective work and warranty punch list items being completed by the Developer; (2) all financial obligations to the City have been satisfied; and (3) the warranty period has expired.
- D. In addition to the above project milestone based Security reductions, the Developer may submit a written request and upon receipt of proof satisfactory to the City Engineer that work is progressing in accordance with the approved Plans and the terms of this Agreement and that all financial obligations to the City have been satisfied, the City Engineer may approve a one-time reduction in the Security for Construction Categories 2-5 in an amount not to exceed 50 percent of the initial Security amount. This one-time Security reduction does not apply to Categories 4-5 if boulevard sidewalks or trails have not been installed.
- E. It is the intent of the parties that the City at all times have available to it Security in an amount adequate to ensure completion of all elements of the Subdivision Improvements and other obligations of the Developer under this Agreement, including fees or costs due to the City by the Developer. To that end and notwithstanding anything herein to the contrary, all requests by the Developer for a reduction or release of the Security shall be evaluated by the City in light of that

principle.

36. SUMMARY OF CASH REQUIREMENTS. The following is a summary of the cash requirements under this Agreement which must be paid to the City prior to recording the final plat:

<u>Sewer Availability Charge (SAC):</u>	<u>\$192,000</u>
<u>Water Availability Charge (WAC):</u>	<u>\$192,000</u>
<u>Park Dedication per Paragraph 22:</u>	<u>\$134,464</u>
<u>Park Dedication per Paragraph 19 (D):</u>	<u>\$106,557</u>
<u>Street Light Operating Fee:</u>	<u>\$645</u>
<u>City Base Map Upgrading (\$25.00 per REU):</u>	<u>\$1600</u>
<u>City Engineering Administration Escrow:</u>	<u>\$50,000</u>
<u>TOTAL CASH REQUIREMENTS:</u>	<u>\$677,266</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: c/o Zappia & LeVahn, Ltd., Attn: Joel LeVahn, 941 Hillwind Rd NE, Suite 301, Fridley, MN 55432. 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, 3880 Laverne Avenue N., Lake Elmo, Minnesota 55042.

38. EVIDENCE OF TITLE. The Developer shall furnish the City with evidence of fee ownership of the property being platted by way of a title insurance policy dated not earlier than 30 days prior to the execution of the plat.

39. COMPLIANCE WITH LAWS. The Developer agrees to comply with all laws, ordinances, regulations, and directives of the state of Minnesota and the City applicable to the Subdivision. This Agreement shall be construed according to the laws of the Minnesota.

40. SEVERABILITY. In the event that any provision of this Agreement shall be held invalid, illegal, or unenforceable by any court of competent jurisdiction, such holding shall

pertain only to such section and shall not invalidate or render unenforceable any other provision of this Agreement.

41. NON-WAIVER. Each right, power, or remedy conferred upon the City by this Agreement is cumulative and in addition to every other right, power or remedy, express or implied, now or hereafter arising, or available to the City at law or in equity, or under any other agreement. 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. If either party waives in writing any default or nonperformance by the other party, such waiver shall be deemed to apply only to such event and shall not waive any other prior or subsequent default.

42. COUNTERPARTS. This Agreement may be executed simultaneously in any number of counterparts, each of which shall be an original and shall constitute one and the same Agreement.

CITY OF LAKE ELMO

By: _____
Mike Pearson
Its: Mayor

By: _____
Julie Johnson
Its: City Clerk

STATE OF MINNESOTA _____)
_____) ss.
COUNTY OF WASHINGTON _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by Mike Pearson and Julie Johnson, the Mayor and City Clerk, respectively, 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

ROYAL DEVELOPMENT, INC.

By: _____

Its: _____

STATE OF MINNESOTA _____)
_____) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____, day of _____, 2018, by Joel T. LeVahn, the Chief Financial Officer of Royal Development, Inc., a Minnesota corporation, on behalf of the corporation.

NOTARY PUBLIC

DRAFTED BY:
City of Lake Elmo
3880 Laverne Avenue North
Lake Elmo, MN 55042
(651) 747-3901

**MORTGAGEE CONSENT TO
DEVELOPMENT AGREEMENT**

Northeast Bank, which holds a mortgage on the Property, the development of which is governed by the foregoing Development Agreement, agrees that the Development Agreement 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 _____, 20_____, by _____.

NOTARY PUBLIC

DRAFTED BY:
City of Lake Elmo
3880 Laverne Avenue North
Lake Elmo, MN 55042
(651) 747-3901

**EXHIBIT A TO
DEVELOPMENT AGREEMENT**

Legal Description of Property Being Final Platted

Outlots O, P, R, and S, The Royal Golf Club at Lake Elmo, Washington County, Minnesota,
according to the recorded plat thereof.

EXHIBIT B TO DEVELOPMENT AGREEMENT

List of Plan Documents

The following documents prepared by Carlson McCain and Pioneer Engineering, collectively constitute the Plans:

THOSE DOCUMENTS BY

AS FOLLOWS:

<u>SHEET</u>	<u>TITLE</u>	<u>REVISION DATE</u>
<u>1 of 21 of The Royal Golf Club at Lake Elmo Phase 1 Grading, Development & Erosion Control Plans</u>	<u>Cover</u>	
<u>2 of 21 of The Royal Golf Club at Lake Elmo Phase 1 Grading, Development & Erosion Control Plans</u>	<u>Grading Index</u>	
<u>3-15 of 21 of The Royal Golf Club at Lake Elmo Phase 1 Grading, Development & Erosion Control Plans</u>	<u>Grading, Drainage & Erosion Control Plans</u>	
<u>16-18 of 21 of The Royal Golf Club at Lake Elmo Phase 1 Grading, Development & Erosion Control Plans</u>	<u>Details</u>	
<u>19-21 of 21 of The Royal Golf Club at Lake Elmo Phase 1 Grading, Development & Erosion Control Plans</u>	<u>Retaining Wall Profiles</u>	
<u>1 of 27 of The Royal Golf Club at Lake Elmo 2nd Addition Sanitary Sewer, Water Main, Storm Sewer, and Street Construction Plans</u>	<u>Cover</u>	
<u>2-3 of 27 of The Royal Golf Club at Lake Elmo 2nd Addition Sanitary Sewer, Water Main, Storm Sewer, and Street Construction Plans</u>	<u>Index</u>	
<u>4 of 27 of The Royal Golf Club at Lake Elmo 2nd Addition Sanitary Sewer, Water Main, Storm Sewer, and Street Construction Plans</u>	<u>Sanitary Sewer & Watermain – Sheet Index</u>	

<u>5-9 of 27 of The Royal Golf Club at Lake Elmo 2nd Addition Sanitary Sewer, Water Main, Storm Sewer, and Street Construction Plans</u>	<u>Sanitary Sewer & Watermain</u>	
<u>10 of 27 of The Royal Golf Club at Lake Elmo 2nd Addition Sanitary Sewer, Water Main, Storm Sewer, and Street Construction Plans</u>	<u>Storm Sewer – Sheet Index</u>	
<u>11-15 of 27 of The Royal Golf Club at Lake Elmo 2nd Addition Sanitary Sewer, Water Main, Storm Sewer, and Street Construction Plans</u>	<u>Storm Sewer</u>	
<u>16-20 of 27 of The Royal Golf Club at Lake Elmo 2nd Addition Sanitary Sewer, Water Main, Storm Sewer, and Street Construction Plans</u>	<u>Street Construction</u>	
<u>21-22 of 27 of The Royal Golf Club at Lake Elmo 2nd Addition Sanitary Sewer, Water Main, Storm Sewer, and Street Construction Plans</u>	<u>Signing, Striping & Lighting Plan</u>	
<u>23 of 27 of The Royal Golf Club at Lake Elmo 2nd Addition Sanitary Sewer, Water Main, Storm Sewer, and Street Construction Plans</u>	<u>Trail Construction</u>	
<u>24-27 of 27 of The Royal Golf Club at Lake Elmo 2nd Addition Sanitary Sewer, Water Main, Storm Sewer, and Street Construction Plans</u>	<u>Details</u>	
<u>L1 – L5 of 8 of the Landscape Plan</u>	<u>Landscape Plan</u>	
<u>L6 of 8 of the Landscape Plan</u>	<u>Groundcover Plan</u>	
<u>L7 of 8 of the Landscape Plan</u>	<u>Irrigation Connection Points</u>	
<u>L8 of 8 of the Landscape Plan</u>	<u>City Planting Details</u>	

**EXHIBIT C TO
DEVELOPMENT AGREEMENT**

Subdivision Improvements Cost/Security Amount Estimate

<u>CONSTRUCTION CATEGORY</u>	<u>COST</u>	<u>125percent</u>
1 <u>Grading</u>	<u>\$0</u>	<u>\$0</u>
2 <u>Sanitary Sewer</u>	<u>\$216,439</u>	<u>\$270,549</u>
3 <u>Watermain</u>	<u>\$514,590</u>	<u>\$643,238</u>
4 <u>Storm Sewer (includes pond structures and outfall pipes)</u>	<u>\$409,748</u>	<u>\$512,185</u>
5 <u>Streets and Sidewalks</u>	<u>\$998,255</u>	<u>\$1,247,818</u>
6 <u>Trails</u>	<u>\$72,670</u>	<u>\$90,838</u>
7 <u>Surface Water Facilities (ponds, infiltration basins, other BMPs)</u>	<u>\$0</u>	<u>\$0</u>
8 <u>Street Lighting</u>	<u>\$30,000</u>	<u>\$37,500</u>
9 <u>Street and Traffic Signs</u>	<u>\$4,235</u>	<u>\$5,294</u>
10 <u>Private Utilities (electricity, natural gas, telephone, and cable)</u>		
11 <u>Landscaping Improvements</u>	<u>\$324,500</u>	<u>\$405,625</u>
12 <u>Tree Preservation and Restoration</u>	<u>\$0</u>	<u>\$0</u>
13 <u>Wetland Mitigation and Buffers</u>	<u>\$0</u>	<u>\$0</u>
14 <u>Monuments</u>	<u>\$7,300</u>	<u>\$9,125</u>
15 <u>Erosion and Sedimentation Control</u>	<u>\$8,000</u>	<u>\$10,000</u>
16 <u>Miscellaneous Facilities</u>	<u>\$0</u>	<u>\$0</u>
17 <u>Developer's Record Drawings</u>	<u>\$0</u>	<u>\$0</u>
<u>TOTALS</u>	<u>\$2,585,737</u>	<u>\$3,232,172</u>

FORM OF 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.

The draft must:

- a) Bear the clause, "Drawn under Letter of Credit No. _____, dated _____, 20____, 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, 20____.
- d) Be for an amount not to exceed the principal amount of the credit herein.
- e) Be accompanied by the original copy of this letter.
- f) Be accompanied by a copy of a Notice of Default, which relates to a default under the Development Agreement dated _____, 2018 between the City of Lake Elmo and Royal Development, Inc. for the project known as The Royal Golf Club at Lake Elmo 2nd Addition.

This Letter of Credit shall be automatically extended for successive one-year terms unless, at least forty-five (45) days prior to the next annual renewal date, 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, 3880 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.

If you have questions please contact Larry Crane at 763-792-3216.

BY: _____

Its _____

FORM OF
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.

The draft must:

- a) ~~Bear the clause, "Drawn~~
~~under Letter of Credit~~
~~No. _____, dated~~
~~_____, 20____, 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, 20_____~~

~~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 _____



STAFF REPORT

DATE: July 3, 2018

CONSENT

ITEM #: 11

TO: City Council

FROM: Greg Malmquist, Fire Chief

AGENDA ITEM: DISPOSITION OF SURPLUS EQUIPMENT

REVIEWED BY: Kristina Handt, City Administrator

BACKGROUND: The Fire Department has several pieces of equipment for Disposal/Sale. This equipment has either accrued over the years due to replacement/upgrade, become obsolete or being replaced as part of the rescue equipment purchase. The equipment, approximate value and recommended disposition are as follows:

Hose tester/pressure washer Est. Value \$1,500 Very limited market Craigslist or to FD's

Hydraulic rescue equipment Est. Value \$4,500 Either trade in or try and sell with proceeds going toward new rescue equipment.

30 – Miscellaneous pagers, some work, some for parts only Est. Value 1,000 Craigslist item, very limited demand

1 – Portable generator with light Est. Value \$500 Reducing gas motors on dept. Replaced with rechargeable battery light.

ISSUE BEFORE COUNCIL: Should the Council approve the "Disposition and/or Sale of the Surplus Equipment per The City of Lake Elmo Purchasing Policy?"

PROPOSAL DETAILS/ANALYSIS: The approval of this action would allow the Fire Department to move forward with the disposition of this surplus equipment.

FISCAL IMPACT: Potential revenue from sale of equipment.

OPTIONS:

- 1) Approve disposition of equipment.
- 2) Deny approval

RECOMMENDATION: Approve Disposition of Surplus Equipment as recommended above.

ATTACHMENTS: None



STAFF REPORT

DATE: 7/3/18

REGULAR

AGENDA ITEM: #12

TO: Council

FROM: Emily Becker, Planning Director

ITEM: Wyndham Village Preliminary Plat and Zoning Map Amendment

REVIEWED BY: Jack Griffin, City Engineer

BACKGROUND:

The City has received a request from JP Bush Homes for a Preliminary Plat for a ten unit single family detached home development to be called Wyndham Village as well as a Zoning Map Amendment to rezone the property from Rural Single Family Residential to Urban Low Density Residential.

REVIEW/ANALYSIS:

Applicant: JP Bush Homes, 1980 Quasar Ave S, Lakeland, MN 55043

Property Owners: James McLeod, 11580 30th St N, Lake Elmo, MN 55042

Location: Part of the southwest quarter of the southeast quarter of Section 13, Township 29 North, Range 21 West

PID: 13-029-21-43-0001

Request: Preliminary Plat and Zoning Map Amendment

Existing Land Use: Single Family Detached Residential Home

Existing Zoning: RS – Rural Single Family

Surrounding Area: North – Northport (Urban Low Density Residential); East – Northport (Urban Low Density Residential); West – Rural Single Family Residential; South – the Homestead (Open Space Preservation Development)

Comprehensive Plan: Village Urban Low Density Residential (1.5-2.49 units per acre)

Proposed Zoning: V-LDR – Village Urban Low Density Residential (1.5 – 2.49 units per acre)

History: The property has long been used as a single family detached dwelling unit. A Comprehensive Plan Amendment to re-guide the property from Rural Single Family to Village Urban Low Density as well as Sketch Plan Review was approved by the City on February 7, 2018 and by Metropolitan Council on March 14, 2018.

Deadline for Action: Application Complete – 5/7/2018
60 Day Timeline – 7/6/2018
Extension Sent – N/A

Applicable Regulations: Article XII – Urban Residential Districts (LDR)
Chapter 153: Subdivision Regulations

Usable Backyard Issue. The developer has revised the proposed sketch plan that was previously submitted to the city. The initial sketch plan did not provide backyards that the City had felt were usable, as a 66 foot wide Northern Natural Gas Easement ran along the majority of the backyards of the lots to the west of Liberty Court North. The proposed preliminary plat reduces the number of proposed lots from 13 to 10, as approved by Council, reducing the proposed density from 2.17 units per acre to 1.67 units per acre. Additionally, the developer had provided an exhibit which shows proposed building pad locations that show a 20 foot rear yard principal building setback from the Northern Natural Gas Easement. This exhibit shows that a pool and play set could reasonably fit within these backyards. The standard rear yard setback for properties located within the Village Low Density Residential Zoning District is 20 feet, and so Staff believes that so long as the lots in which the Northern Natural Gas Easement is located maintain a 20 foot principal building rear yard setback from the easement that these proposed lots will provide a sufficient rear yard. This has been added as a recommended condition of approval.

Density. The total site acreage is 5.97 acres, and the proposed number of homes is 10. Because none of the area within the proposed preliminary plat can be netted out (i.e. none of it is arterial right-of-way or parkland), the proposed density is 1.67 units per acre. This is within the required density of the Village Urban Low Density (1.5-2.49 units per acre).

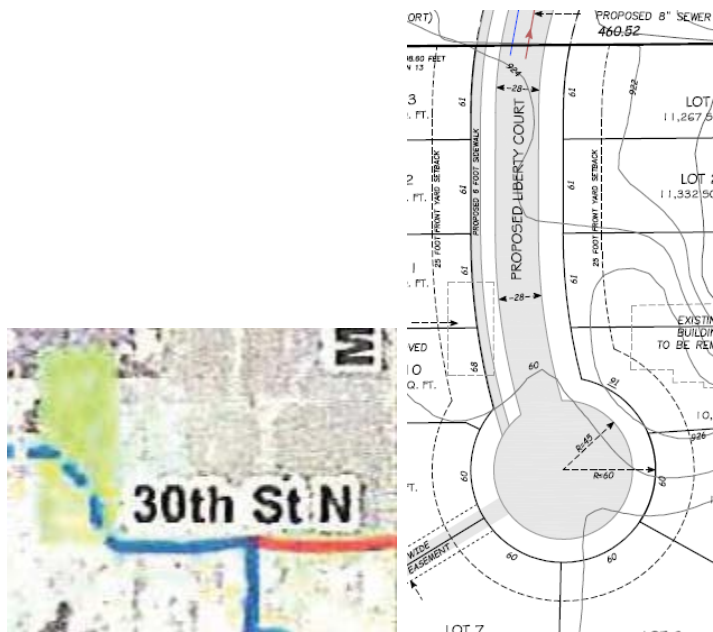
Greenbelt Buffer. The updated sketch plan increases the greenbelt buffer to the south of the development. Since the initially-proposed sketch plan, the applicant has increased the buffer to approximately 80 feet, which is approximately equal to the buffer provided by the development to the east, Northport. The lot on to which the single family home shall be relocated (Lot 7) does not match this buffer, as the Outlot A does not buffer it from 30th Street. The Village Low Density Residential zoning district designates that residential lots are not to encroach on the Village Open Space Overlay District unless berming or screening protected by a landscape easement is provided as an alternative approved by Council. It is a recommended condition of approval that the applicant provide a detailed site plan for this lot showing the proposed house location and screening/buffering to be approved by Council and protected by a landscape easement.

Landscape Plans. The City's landscape architect has reviewed the landscape plans, but due to insufficient information provided by the applicant has not yet completed review. Approval is contingent upon approved landscape and tree preservation plans being approved by the City's Landscape Architect.

Park Dedication. The proposed development is to the east of Reid Park. With recording of the Northport plat, the City received approximately an additional 12.5 acres of parkland for an extension of Reid Park. The Neighborhood Park Search Area map of the Comprehensive Plan's Parks and Recreation Plan does not identify this area for a neighborhood park. Therefore, Staff would not recommend that parkland be dedicated within this development and that the City accept fees in lieu of parkland dedication. Per the City's Subdivision Ordinance, 10% of the fair market value of the

land will need to be paid as the parkland dedication fee. The fair market value of the land is determined by current market data, if available, or by obtaining an appraisal from a licensed real estate appraiser, and the subdivider is required to pay for the appraisal. In this case, if the owner of the property will be selling the land to the Applicant to be developed, there will be current market data available. If the owner is not selling the land, an appraisal to determine the fair market value will likely be required in order to determine the amount of parkland dedication the City will receive. The Parks Commission reviewed the proposed sketch plan at its November 2017 meeting and recommended that there be a fee paid lieu of park land and that a trail connection connecting the cul-de-sac to 30th Street would not be desirable because pedestrian crossings are preferred at controlled intersections and that there is a hill at the location of the cul-de-sac, which would create a safety hazard.

Trails. No trails are being proposed within the development, only a sidewalk on the west side of Liberty Court North. There is already a trail along the south of 30th Street, and the developers of Northport will be constructing a segment of a trail from the southern edge of that development off Liberty Court North. This trail segment will not connect to the existing trails in Reid Park, however, as approved by Council. The City may extend this trail through to the existing trails in Reid Park in the future. The City's trail plan indicates a trail along 30th Street North, which already exists on the south side of the street.





Access. Access to the proposed lots will be provided from Lower 31st Street North to the north of the subject property (part of the Northport development). Access to this parcel was pre-planned with the adjacent subdivision in order to preserve the proper access management along 30th Street North. The existing driveway will be eliminated as suggested by Staff. Access to the new Lot 7 is proposed to be provided off the cul-de-sac of Liberty Court North.

Streets. The proposed streets appear to be meeting the City's minimum standards:

- Liberty Court is proposed to be 28-feet wide within a 60-foot right-of-way;
- A 60 foot cul-de-sac right-of-way width is provided with a 45 foot pavement radius;
- The cul-de-sac length is proposed to be 510 feet long;
- There is a proposed sidewalk to the west of this street. The residential maximum longitudinal grade is 6% with a sidewalk which appears to be feasible. Potential connections to this sidewalk should be considered moving forward.
- Surmountable concrete curb and gutter needs to be installed in single family areas with future driveways.

Street Naming. The proposed name of Liberty Court is consistent with the City's Street Naming Policy in that it starts with Li-, which is appropriate within the grid system. There are existing Li-streets both west and far east of this development on the grid pattern, and so it does not necessarily make sense to use an existing street's name, as it is not specifically in line with an existing street on the grid. Additionally, Northport Final Plat has already been recorded providing a street stub in to this development with the name of Liberty Court N.

Utilities – Municipal Water Supply and Municipal Sanitary Sewer. Public water and sanitary sewer service will be extended to the site with the development of Northport. The preliminary plans will need to include detailed utility construction plans that meet City engineering standards.

Environmental Review. The proposed development is within the Village Alternative Urban Area Wide Review (AUAR), which was completed in order to address the expected cumulative environmental impacts associated with the anticipated growth and development within the Village.

City Engineer Review. The City Engineer’s review comments are found as part of the attachments. Items of note are as follows. These are included as recommended conditions of approval.

- Preliminary plat and plans should be revised to dedicate additional right-of-way along 30th Street and/or to expand the storm water to the 100-year High Water Level (HWL) flood area.
- Written easement owner permission must be obtained, and copies provided to the City, for work to be completed within the Northern Natural Gas easement. The City must receive copies of the written permission prior to approval of the final plat.
- Written landowner permission must be submitted as part of the final plat development applications for any off-site grading work and storm water discharges to adjacent properties.
- There were a number of other amendments required to the plan for approval, which can be reviewed in the memo. It is a recommended condition of approval that all of these comments be addressed on the plans prior to submission of final plat for approval.

Fire Chief and Building Official Review. The Fire Chief and Building Official worked with Engineering to address any issues with this plat and provided no further comment.

Airport. The proposed development is not within the Lake Elmo Airport Existing Runway Protection Zones; however, the Metropolitan Airports Commission was given the opportunity to review the proposed development with the Preliminary Plat application and has provided a review memo, attached. From this review memo, it is a recommended condition of approval that the applicant be required to submit a disclosure statement (similar to that required of homes within Easton Village) that alerts prospective buyers about the proximity of the development to the airport and encourages appropriate noise attenuation construct practices for residential structures.

Lot Dimensions and Bulk Requirements. The proposed sketch plan appears to meet the lot dimensions and bulk requirements for the Village Urban Low Density Residential zoning district, except for Lot 1. This is the only lot that does not meet the required lot width at the setback line. It is a recommended condition of approval that this lot width be increased to 70 feet.

Standard	Required	Proposed
Minimum Lot Area	9,000 square feet	9,185 square feet – 41,980 square feet (average of 16,423 square feet)
Minimum Lot Width	70 feet	65-229.30 feet
Maximum Impervious Surface	35%	Unknown
Minimum Front Yard Setback	25 feet	Grading plan indicates this can be met
Minimum Interior Sideyard Setback (principal buildings)	10 feet	Grading plan indicates this can be met

Minimum Interior Sideyard Setback (accessory structures)	5 feet	N/A
Minimum Corner Sideyard Setback	15 feet	N/A
Minimum Rear Yard Setback	20 feet	All required rear yard setbacks appear to be met, including from the Northern Natural Gas Easement

Outlot A. Outlot A will be City-owned for ponding purposes. This development will also utilize Outlot H of Northport, which contains an infiltration basin.

Lot Easements. Lot easements (front, rear and side yard) need to be shown on the plan meeting City requirements.

Zoning Map Amendment. Zoning Map Amendments are typically processed during preliminary plat. As such, the applicant has requested a Zoning Map Amendment to rezone the property from Rural Single Family to Urban Low Density Residential. The properties to the north and east of the subject parcel are guided for Village Urban Low Density (V-LDR) and have been re-zoned to Urban Low Density Residential. This was because when these properties received Preliminary Plat approval, there did not exist a Village Urban Low Density zoning district. The V-LDR ordinance was created on 5/26/17. While it would be preferable that the property be rezoned the Urban Low Density in order to align with the zoning of surrounding parcels, the Zoning Code states that densities within the Urban Low Density Zoning District shall range from two 2 to 4 units per acre. Because the proposed density of the development is not within the 2-4 units per acre range, it is not appropriate to re-zone Urban Low Density Residential as the adjacent parcels are zoned. As such, Staff would recommend that the property be re-zoned V-LDR. This is consistent with the Comprehensive Plan in that the parcel is now guided for Village Urban Low Density Residential, as approved by the City Council on February 7, 2018 and the Metropolitan Council on March 14, 2018.

Planning Commission Review. The Planning Commission held a public hearing and considered the proposed Preliminary Plat and Zoning Map Amendment at its June 4, 2018 meeting. At the public hearing, there was concern brought up about the density and the greenbelt buffer encroaching on Lot 7. It was clarified that the zoning is Village Low Density Residential, which is not the same as Low Density Residential, and that the Village Low Density Residential zoning district requires that buffering/screening be provided on residential lots that encroach the Village Open Space Overlay District. As such, there was an added aforementioned condition of approval that the applicant provide a detailed site plan that showed the proposed house location along with screening and buffering to be approved by Council and protected by a landscape easement. There was also an adjacent property owner who questioned if he would be able to develop similarly to this parcel, as his property also has the Northern Easement running through it. It was clarified that the Draft 2040 Comprehensive Plan also guides his parcel as Village Low Density Residential, and so as long as he came up with a plan that worked and went through the required application processes and the development adhered to all City Code requirements and standards, then the property could develop.

Recommended Findings. Staff recommends the following findings in regards to the proposed Preliminary Plat:

- 1) That the Wyndham Village preliminary plat is consistent with the Lake Elmo Comprehensive Plan and the Future Land Use Map for this area.
- 2) That the Wyndham Village preliminary plat complies with the City's Village Urban Low Density Residential zoning districts with required condition of approval.
- 3) That the Wyndham Village preliminary plat complies with all other applicable zoning requirements, including the City's landscaping, storm water, sediment and erosion control and other ordinances, and is consistent with the City's engineering design standards with corrections as noted by the City Engineer Review Memo dated May 30, 2018.
- 4) That the Wyndham Village preliminary plat complies with the City's subdivision ordinance.

Recommended Conditions of Approval. Staff recommends the following conditions of approval:

1. That the City approve a Zoning Map Amendment to rezone the property from Rural Single Family to Village Low Density Residential
2. Homes within lots in which the Northern Natural Gas Company Easement (Document 384029) ("Northern Easement") is located shall maintain a 20 foot principal building rear yard setback from the Northern Easement.
3. All required modifications to the plans as requested by the City Engineer in a review letter dated May 30, 2018 shall be incorporated into the plans, and plans shall be approved prior to consideration of a final plat.
4. Preliminary plat and plans should be revised to dedicate additional right-of-way along 30th Street and/or to expand the storm water to the 100-year High Water Level (HWL) flood area.
5. Written easement owner permission must be obtained, and copies provided to the City, for work to be completed within the Northern Easement. The City must receive copies of the written permission prior to approval of the final plat.
6. Written landowner permission must be submitted as part of the final plat development applications for any off-site grading work and storm water discharges to adjacent properties.
7. The developer shall pay a cash contribution in lieu of land for park dedication equal to 10% of the fair market value of the entire parcel.
8. The developer shall obtain all required permits from Northern Natural Gas to perform construction work over the gas line that runs from north to south across this site.
9. The preliminary landscape plan shall be approved by the City prior to recording of the final plat.
10. The lot width of Lot 1 shall be increased to 70 feet, and all other lot dimension and bulk requirements of the Village Urban Low Density zoning district must be met.
11. The applicant shall provide a disclosure statement to all first homeowners in the development advising of the airport and associated over-flights as well as its proximity to the railroad and associated noise and vibration.

12. All builders shall be encouraged to incorporate interior noise reduction measures into single family residential structures within the subdivision based on the Metropolitan Council's Builder Guide.
13. All easements as requested by the City Engineer and Public Works Department shall be documented on the Final Plat prior to the execution of the final plat by City Officials.
14. Prior to recording the Final 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.
15. The Applicant shall provide a detailed site plan for Lot 7 showing the proposed house location and screening/buffering to be approved by Council and protected by a landscape easement.

FISCAL IMPACT:

There would be no fiscal impact to the City at this time, as the developer would be required to pay for any amendments needed to accommodate the increase in REC units. When the property develops, it will have urban services and will pay sewer and water connection charges, building permit fees and the like.

OPTIONS:

- Approve the proposed preliminary plat and zoning map amendment with recommended findings and conditions of approval.
- Amend Staff and Planning Commission-recommended findings and conditions of approval and approve the proposed preliminary plat and zoning map amendment.
- Do not approve the proposed preliminary plat and zoning map amendment, directing Staff to draft findings for denial and bring back to a future meeting.

RECOMMENDATION:

Staff and the Planning Commission recommend approval of the Wyndham Village Preliminary Plat and Zoning Map Amendment.

“Move to adopt Ord. 08-212 approving the proposed Zoning Map Amendment to rezone 11580 30th Street North from Rural Single Family to Village Urban Low Density Residential”

“Move to adopt Resolution 2018-066 approving the Wyndham Village Preliminary Plat subject to recommended findings and conditions of approval.”

ATTACHMENTS:

1. Application and Narrative
2. Preliminary Plat
3. Preliminary Landscape Plans
4. Engineer Review Memo
5. Metropolitan Airports Commission Review Memo
6. Resolution 2018-066 approving Preliminary Plat
7. Ord. 08-212 approving the Zoning Map Amendment



J.P. Bush H O M E S

May 4 2018

City of Lake Elmo Zoning Map Amendment and Preliminary Plat Narrative.

Property: 11580 30th Street North Lake Elmo MN 55043
James McLeod Revocable Trust (5.9 Acres)

Usage: Currently a single family ZONED: RURAL RESIDENTIAL
Request to Change to: LOW DENSITY RESIDENTIAL

Proposer: Mr. and Mrs. James McLeod Revocable Trust, Land Owner.
JP Bush Homes, Developer.

The proposed subdivision is called "Wyndham Village". James McLeod and the Developer, JP Bush Homes desires to keep this proposed Development in harmony with the Comprehensive Plan. McLeod's and JP. Bush Homes request Zoning our subdivision to LOW DENSITY RESIDENTIAL. In addition: The developer has followed, organized and done the items listed here within to create a reasonable request for the change of Zoning Map and Preliminary Plat.

1. Completed applications and approvals for the Comprehensive Plan.
2. Completed the required documents for the Zoning map Amendment and Preliminary Plat (attached)

The attached documents are a complete set of the documents required Preliminary Plat and Land Use Zoning Map Amendment. They are listed.

1. Applications and required Fees for Zoning Map Amendment \$1,245.00 Escrow \$2,500.00 Preliminary Plat \$1,850.00 Escrow \$10,000.00.
2. Copies of detailed road designs, Storm Water Management, Grading and site engineering, (Plowe Engineering).
3. Copies of certified Survey (Landmark Survey).
4. Copies of Landscape designs (Calyx Design Group).
5. Mailing labels from Washington County of all Neighbors within 350 feet.

The Landscape plans description.

Sheet L1: Preliminary Tree Inventory Plan:

- This sheet illustrates the locations of both the trees the current owner had planted, locations of some volunteer trees, and anticipated adjacent development new tree & buffering locations. Numbered tree tags were applied to both

Sheet L2: Preliminary Landscape Plan:

- This sheet shows the locations of existing trees to remain, existing trees to be re-located via mechanical spade, and new nursery stock to be planted. A staggered row of evergreen trees is shown along the west and southern edges for screening.

Sheet L3: Field Tree Inventory Log:

- This sheet reflects all tagged trees on the property, including if they were owner-planted or volunteer and which trees will be transplanted. Existing trees to remain and to be relocated are as shown on Plan Sheet L1.

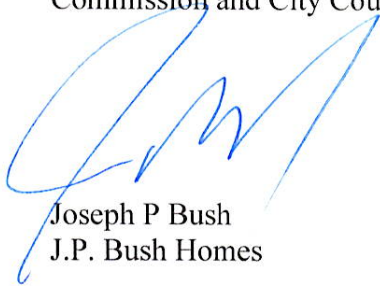
Sheet L4: Landscape Details Sheet:

- This sheet illustrates the new trees to be planted on the proposed lots, the City of Lake Elmo Tree Protection detail and standard notes.

Sheet L5: Landscape Details Sheet:

- This sheet illustrates City of Lake Elmo standard tree planting and irrigation controls details.

The above description along with all the required documents and planning that have been performed allow the Planning Commission and City Council proper information to make decisions on Rezoning Map Amendment and Preliminary Plat approval. Please accept our plan and submissions to the City of lake Elmo Planning Commission and City Council.



Joseph P Bush
J.P. Bush Homes

PRELIMINARY PLAT WYNDHAM VILLAGE

Part of the Southwest Quarter of the Southeast Quarter of Section 13, Township 29 North, Range 21 West,
City of Lake Elmo, Washington County, Minnesota

Property Owner: James R. McLeod Revocable Trust
11580 30th Street North
Lake Elmo, Minnesota 55042

PID: 13.029.21.43.0001

Developer:



J.P. Bush
HOMES
1980 Quasar The South
Lakeland, Minnesota 55043
651-775-4222

TOTAL PARCEL AREA = 5.974 acres ±
(260,206 SQUARE FEET)

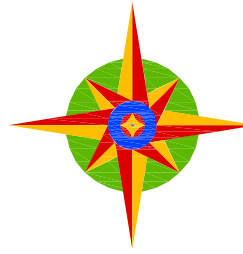
Proposed Lots = 10

Existing Zoning = RS - RURAL SINGLE FAMILY

Proposed Zoning - LDR - URBAN LOW DENSITY RESIDENTIAL

Legend

- Denotes found 1/2 inch iron pipe monument, with a plastic cap, License Number 9232, unless otherwise noted.
 - Denotes existing parcel boundary.
 - - - Denotes proposed parcel boundary.
 - Denotes existing major contour.
 - - - Denotes existing minor contour.
 - Denotes existing building.
 - - - Denotes existing underground utility as labeled.
 - Denotes overhead utility lines.
 - - - Denotes existing easement boundary.
 - - - Denotes edge of bituminous street or trail (may include concrete curb).
 - - - Denotes edge of existing concrete or bituminous surface as labeled.
 - - - Denotes adjoining parcel boundaries per data published by Washington County.
 - Denotes proposed building location.
 - Denotes building setback line.
 - - - Denotes section line.
 - Denotes storm water facility as labeled.
 - Denotes water main as labeled.
 - Denotes sewer main as labeled.
 - - - Denotes dimension or note leader line.
 - Denotes deed call dimension line.
 - ⊕ Denotes catch basin.
 - T.N.H. ELEV = ⊕ Denotes existing hydrant and existing top nut elevation.
 - ⊕ Denotes existing water valve.
- Distances are in feet and decimals of a foot.
Distances and dimensions shown to the nearest foot or degree, 10.33, 60, 90°, etc., are exact extrinsic values.
Bearings are based on the Washington County Coordinate System, NAD 83, 1986 Adjustment.
Elevations are based on the North American Vertical Datum of 1988.



Landmark Surveying, Inc.

21070 Olinda Trail North
P.O. Box 65
Scandia, Minnesota 55073

Office number: 651-433-3421
Cell number: 651-755-5760
E-mail: inthefield@frontiernet.net

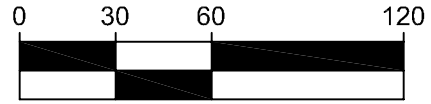
Property Description:

Quit Claim Deed, Document No. 3102032

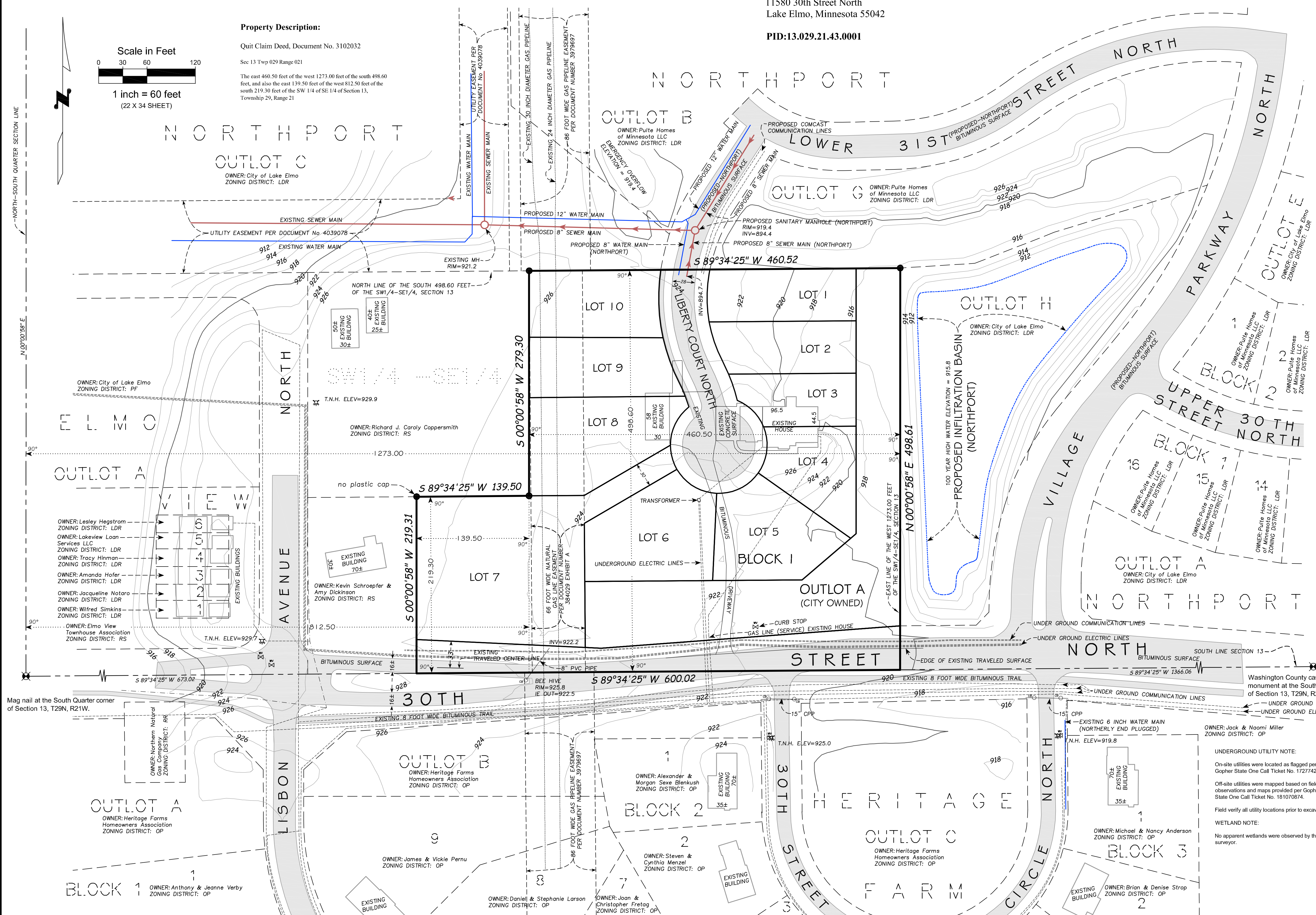
Sec 13 Twp 029 Range 021

The east 460.50 feet of the west 1273.00 feet of the south 498.60 feet, and also the east 139.50 feet of the west 812.50 feet of the south 219.30 feet of the SW 1/4 of SE 1/4 of Section 13, Township 29, Range 21

Scale in Feet



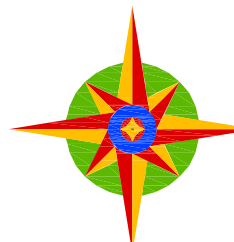
1 inch = 60 feet
(22 X 34 SHEET)



UNDERGROUND UTILITY NOTE:
On-site utilities were located as flagged per Gopher State One Call Ticket No. 172774222.
Off-site utilities were mapped based on field observations and maps provided per Gopher State One Call Ticket No. 151070874.
Field verify all utility locations prior to excavation.

WETLAND NOTE:
No apparent wetlands were observed by the surveyor.

OFFICIAL COPIES OF THIS MAP ARE CRIMP SEALED
I hereby certify that this survey, plan or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.
Landmark Surveying, Inc.
Milo B. Horak
Milo B. Horak, Minnesota License No. 52577
Date: MAY 04, 2018



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P.O. Box 65
Scandia, Minnesota 55073

Office number: 651-433-3421
Cell number: 651-755-5760
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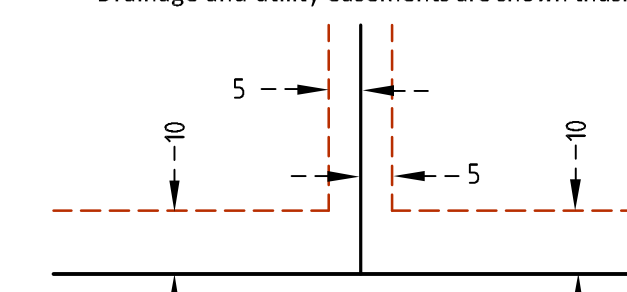
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Bearings are based on the Washington County Coordinate System, NAD 83, 1986 Adjustment.
Elevations are based on the North American Vertical Datum of 1988.

Drainage and utility easements are shown thus:



Being five feet in width and adjoining all lot lines and 10 feet in width and adjoining public ways, unless otherwise indicated on this proposed plat.

OFFICIAL COPIES OF THIS MAP ARE CRIMP SEALED

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

Landmark Surveying, Inc.

Milo B. Horak
Milo B. Horak, Minnesota License No. 52577

MAY 04 2018
Date

Job No. 2016-70
SHEET 2 OF 2

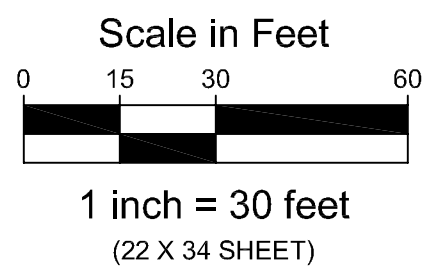
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N O R T H P O R T

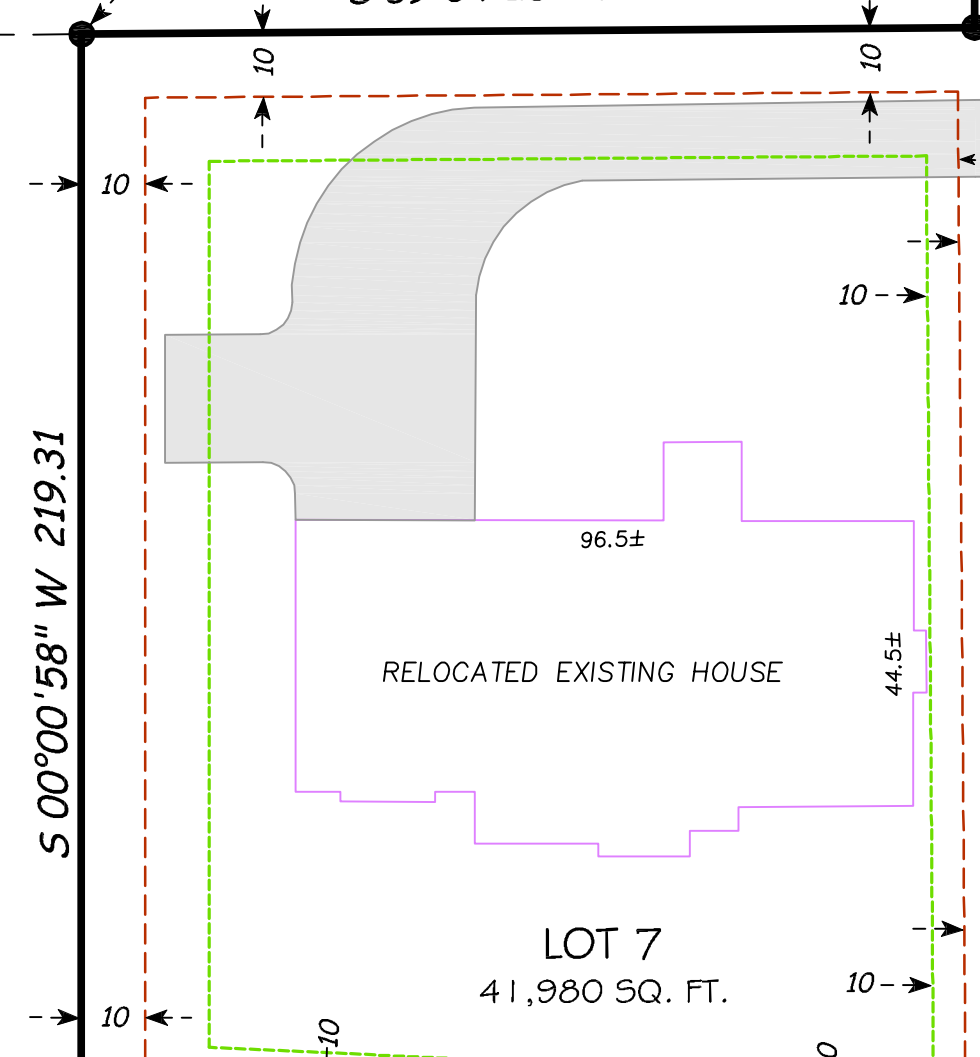
N O R T H P O R T

OWNER: Richard J. Caroly Coppersmith
ZONING DISTRICT: RS

PROPOSED BUILDING SETBACKS:
FRONT YARD - 25 FEET
SIDE YARD - 10 FEET (PRINCIPAL STRUCTURE)
SIDE YARD - 5 FEET (ATTACHED GARAGE)
REAR YARD - 20 FEET



no plastic cap



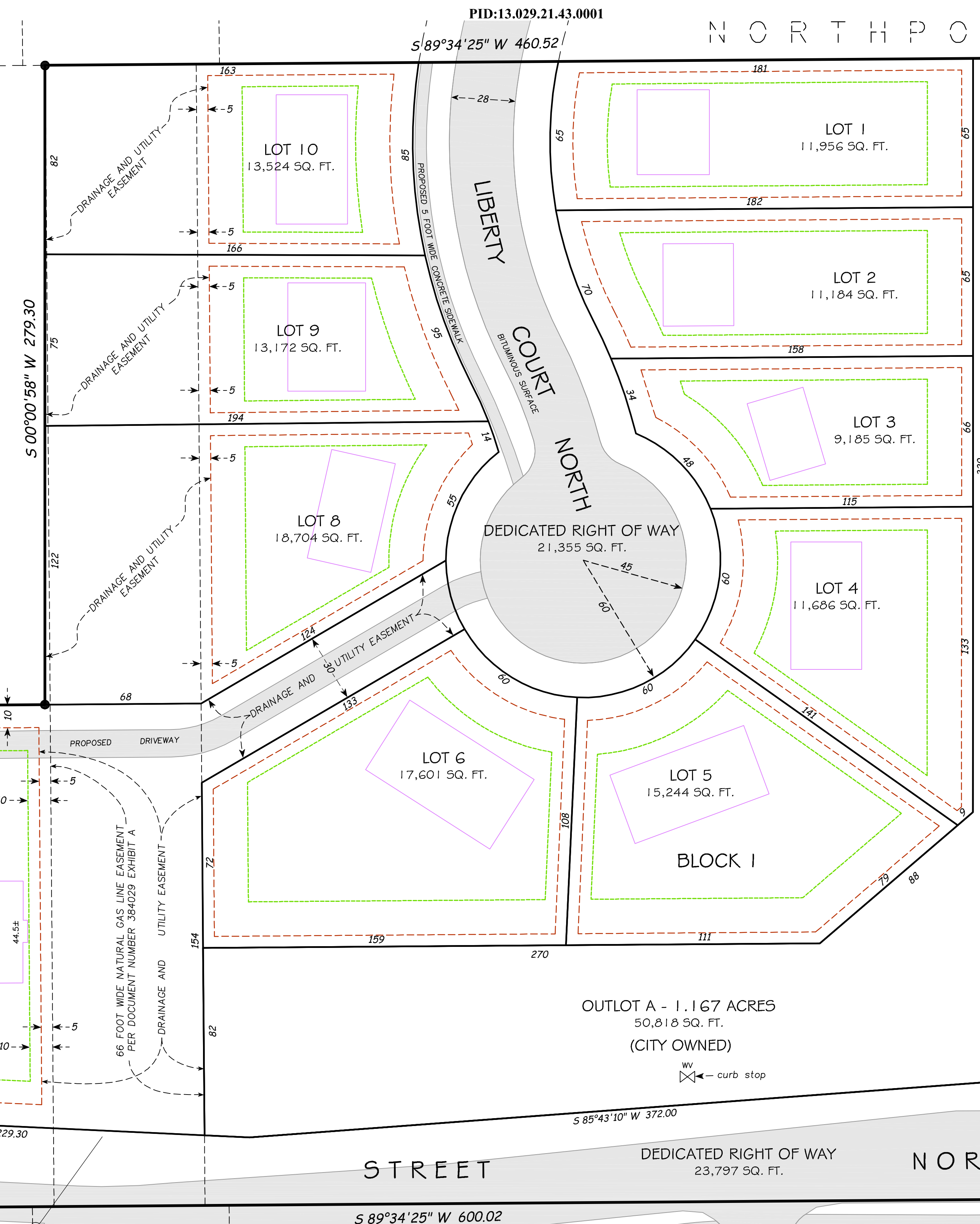
OWNER: Kevin Schroeffer & Amy Dickinson
ZONING DISTRICT: RS

OUTLOT A - 1.167 ACRES
50,818 SQ. FT.
(CITY OWNED)
w ← curb stop

30TH STREET DEDICATED RIGHT OF WAY NORTH

S 89°34'25" W 600.02

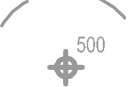



N 00°00'58" E 498.61



ADJACENT DEVELOPMENT

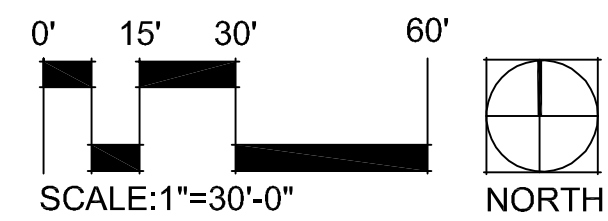
ADJACENT DEVELOPMENT

Landscape Symbols Legend:

-  Existing Tree to be Removed or Re-Located
-  Existing Tree in New Location (Spaded)
-  Proposed New 2.5" Cal. Tree
-  Existing Tree to Remain

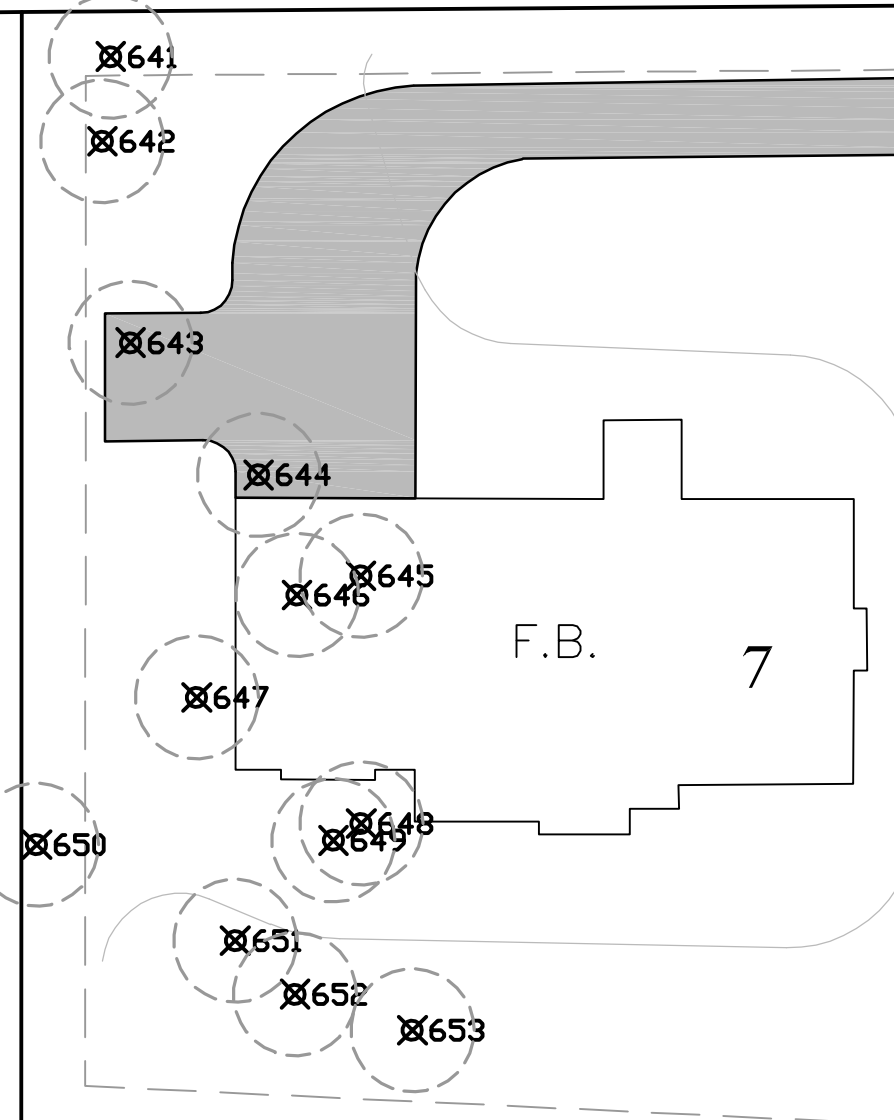
General Notes:

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- Trees to be relocated shall be moved with a mechanical tree spade by a qualified contractor. Fence-off any spade holes until an earth plug is in place.
- During tree spading, flag the north side of trees before relocation and re-install tree in same direction. Install a 6' diameter tree ring around newly spaded trees.



EXISTING TREE LINE

OUTLINE
(CITY C)



PRELIMINARY TREE INVENTORY PLAN:

DRAWN BY: M.F.
 CHECKED BY: B.H.
 ORIGINAL DATE: MAY 7, 2018

DATE	REVISION DESCRIPTION

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Landscape Architect under the laws of the State of Minnesota.

PRELIMINARY

BENJAMIN D. HARTBERG, PLA
 LIC. NO. _____
 DATE: _____

WYNDHAM VILLAGE
 LAKE ELMO, MN
 PRELIMINARY LANDSCAPE PLAN

PREPARED FOR:
 J.P. BUSH HOMES

SITE PLANNING & ENGINEERING
PLOWE ENGINEERING, INC.
 6776 LAKE DRIVE
 SUITE 110
 LINO LAKES, MN 55014
 PHONE: (651) 361-8210
 FAX: (651) 361-8701

cdg
CALYX DESIGN GROUP
 Landscape Architecture
 Sustainable Design
 Planning
 370 Selby Avenue
 Decatur Building, Suite 301
 Saint Paul, MN 55102
 Telephone: 651.789.9018
 Internet: www.calyxdesigngroup.com



ADJACENT DEVELOPMENT


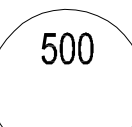
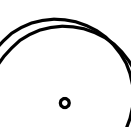

ADJACENT DEVELOPMENT

OUTLOT
(CITY OWNED)

ADJACENT DEVELOPMENT

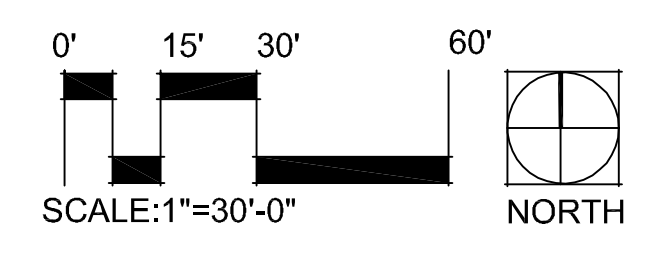
30TH STREET NORTH

Landscape Symbols Legend:

-  Existing Tree
-  Existing Tree in New Location (Spaded)
-  Proposed New 2.5" Cal. Tree
-  Existing Tree to Remain

General Notes:

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EXISTING TREE LINE

EASEMENT AREA
NO TREES

EASEMENT AREA
NO TREES

PAVING PER
CIVIL PLANS

EXISTING TREES
TO REMAIN

ADJACENT
DEVELOPMENT
TREES

POND PER CIVIL PLANS

POND PER CIVIL PLANS

PRELIMINARY LANDSCAPE LAYOUT PLAN:

DRAWN BY: M.F.	DESIGN BY: B.H.
CHKD BY: B.H.	PROJ. NO. 18-143
ORIGINAL DATE: MAY 7, 2018	

DATE	REVISION DESCRIPTION

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Landscape Architect under the laws of the State of Minnesota.

PRELIMINARY

BENJAMIN D. HARTBERG, PLA
LIC. NO. _____
DATE: _____

PREPARED FOR:
J.P. BUSH HOMES

SITE PLANNING & ENGINEERING

PLOWE ENGINEERING, INC.

6776 LAKE DRIVE
SUITE 110
LINO LAKES, MN 55014
PHONE: (651) 361-8210
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cdg

CALYX DESIGN GROUP
Landscape Architecture
Sustainable Design
Planning

370 Selby Avenue
Dorset Building, Suite 301
Saint Paul, MN 55102
Telephone: 651.789.9018
Internet: www.calyxdesigngroup.com

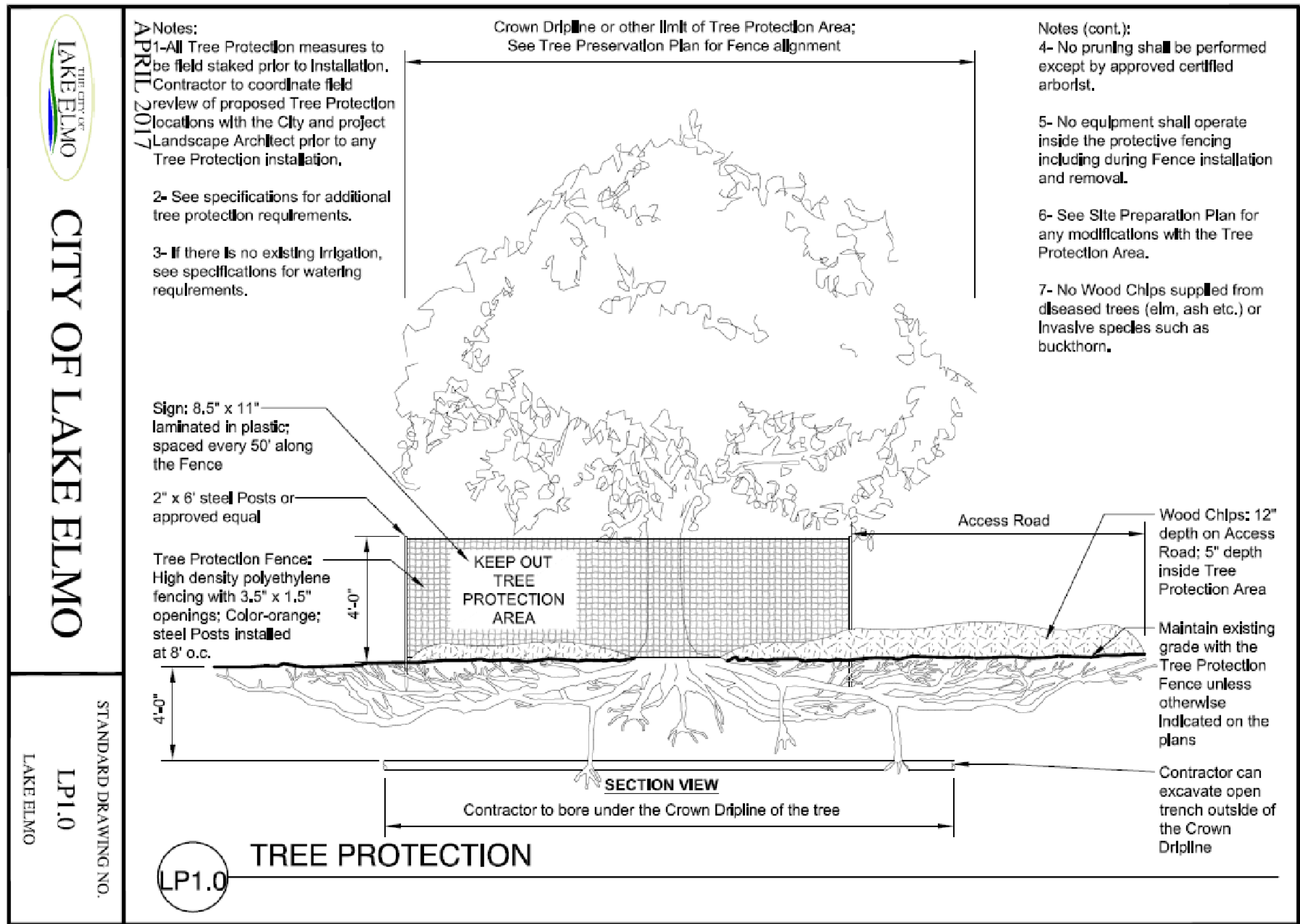
L2

PLANT SCHEDULE

TREES	CODE	BOTANICAL NAME	COMMON NAME	SIZE	CONTAINER	QTY
	AS	Acer x freemanii 'Sienna'	Sienna Glen Maple	2.5" Cal.	B&B	2
	BR	Betula nigra	River Birch	6" Hgt.	B&B	2
	OV	Ostrya virginiana	American Hophornbeam	1.5" Cal.	B&B	3
	QR	Quercus rubra	Northern Red Oak	2.5" Cal.	B&B	2

Landscape Notes & Requirements:

1. Tree saucer for individual trees outside of a plant bed to be four inches (4") depth natural single-shred hardwood mulch for trees outside of a plant bed. Install per tree planting detail. Do not place mulch against tree trunk. Remove wire and burlap from top third of root ball before final soil back-fill and mulch.
2. Refer to civil plan sheets for grading, drainage, site dimensions, survey, tree removal, proposed utilities & erosion control.
3. All plant material shall comply with the latest edition of the American Standard for Nursery Stock, American Association of Nurserymen. Unless noted otherwise, deciduous shrubs shall have at least 5 canes at the specified shrub height. Plant material shall be delivered as specified.
4. Plan takes precedence over plant schedule if discrepancies in quantities exist.
5. All proposed plants shall be located and staked as shown.
6. Adjustment in location of proposed plant material may be needed in field. Should an adjustment be required, the client will provide field approval. Significant changes may require city review and approval.
7. The project landscape contractor shall be held responsible for watering and properly handling all plant materials brought on the site both before and after installation. Schedule plant deliveries to coincide with expected installation time within 36 hours.
8. All plant materials shall be fertilized upon installation as specified.
9. The landscape contractor shall provide the owner with a watering schedule appropriate to the project site conditions and to plant material growth requirements.
10. If the landscape contractor is concerned or perceives any deficiencies in the plant selections, soil conditions, drainage or any other site condition that might negatively affect plant establishment, survival or guarantee, they must bring these deficiencies to the attention of the landscape architect & client prior to bid submission. Plant bed drainage concerns during plant installation shall be brought to the attention of the Owner and General Contractor immediately.
11. Contractor shall establish to his/ her satisfaction that soil and compaction conditions are adequate to allow for proper drainage at and around the building site.
12. Contractor is responsible for ongoing maintenance of all newly installed material until time of owner acceptance. Any acts of vandalism or damage which may occur prior to owner acceptance shall be the responsibility of the contractor. Contractor shall provide the owner with a maintenance program including, but not limited to, pruning, fertilization and disease/pest control.
13. The contractor shall guarantee newly planted material through one calendar year from the date of written owner acceptance. Plants that exhibit more than 10% die-back damage shall be replaced at no additional cost to the owner. The contractor shall also provide adequate tree wrap and deer/rodent protection measures for the plantings during the warranty period.
14. This layout plan constitutes our understanding of the landscape requirements listed in the ordinance. Changes and modifications may be requested by the city based on applicant information, public input, council decisions, etc.
15. The landscape contractor shall be responsible for obtaining any permits and coordinating inspections as required throughout the work process.
16. Plant size & species substitutions must be approved in writing prior to acceptance in the field.
17. The landscape contractor shall furnish an Irrigation Layout Plan for head-to-head coverage of all tree, turf and shrub planting areas. Use commercial-grade irrigation equipment and provide product cut-sheets and (4) copies of the proposed layout plan to the landscape architect for review and approval prior to installation. Coordinate irrigation connection point, controller, back-flow and valving locations with the mechanical engineer, architect, & general contractor. Include 1 fall shut-down and spring start-up in irrigation bid. Sch 80 PVC sleeves necessary under paved areas to be coordinated between the landscape contractor, irrigation contractor, excavator, paving contractor, and General Contractor.
18. Landscape Contractor is responsible for coordination with the General Contractor, to protect the new improvements on and off-site during landscape work activities. Report any damage to the General Contractor immediately.
19. All planting, seeding, and sodded areas shall be prepared prior to installation activities with a harley power box rake or equal to provide a firm planting bed free of stones, sticks, construction debris, etc.
20. Turf Sodding and Seeding activity shall conform to all rules and regulations as established in the MnDOT Seeding Manual, 2014 edition, for turf bed preparation, installation, maintenance, acceptability, and warranty. Turf Seed installation to include TWO years of maintenance in the bid price. This includes mowing, weeding, & spot-spraying invasive weeds no less than 3 times per year. Maintenance also includes re-seeding bare patches larger than 6" in any direction, and fertilization no less than twice per calendar year. An acceptable stand of seeded turf is lush, full, and weed-free.
21. The Landscape Contractor shall furnish samples of all landscape materials for approval prior to installation.
22. The Landscape Contractor shall clear and grub the underbrush from within the work limits to remove dead branches, leaves, trash, weeds and foreign materials.
23. The landscape contractor shall contact Gopher State One Call no less than 48 hours before digging for field utility locations.
24. The landscape contractor shall be responsible for the removal of erosion control measures once vegetation has been established to the satisfaction of the municipal staff. This includes silt curtain fencing and sediment logs placed in the landscape.
25. The landscape contractor shall be responsible for visiting the site to become familiar with the conditions prior to bidding and installation. Coordinate with the general contractors on matters such as fine grading, landscaped area conditions, staging areas, irrigation connection to building, etc.
26. See Site and Civil plans for additional information regarding the project, including infiltration area soils and sub-surface drainage requirements and performance.
27. Topsoil Requirements: All graded areas of the site that are designated on the plan set for turf sod shall have no less than 6" of imported top soil, areas designated for shrubs, trees, and perennials shall have no less than 12" of imported top soil, meeting MnDOT classifications for planting soil for trees, shrubs, and turf. Slope away from building.
28. Landscape contractor must prove the open sub-grade of all planting areas after their excavation is capable of infiltrating a minimum requirement of 1/4-inch of water per hour prior to installation of plant materials, topsoil, irrigation, weed mat, and mulch. Planting areas not capable of meeting this requirement shall have 4" diameter X 48" depth holes augured every 36" on-center and filled with MnDOT Free-Draining Coarse Filter Aggregate. Re-test sub-grade percolation for compliance to infiltration minimum requirement.
29. Landscape contractor to provide nursery pull list (bill of lading) including plant species and sizes shipped to the site. Additionally, the landscape contractor shall provide nursery stock traceability, proving none of the materials provided contain or are genetic strains of the neonicotinoid family including acetamiprid, clothianidin, imidacloprid, nitenpyram, nithiazine, thiacloprid and thiamethoxam.



**STANDARD PLAN NOTES
LANDSCAPE PLANS**

1. Contractor must contact Gopher State One Call 811 (www.gopherstateonecall.org) prior to tree staking and planting operations to verify underground utilities. Where private utilities exist on-site the Contractor is required to have those located as well.
2. Plant materials shall meet American Standard for Nursery Stock: ANSI Z60.1, latest edition.
3. No plant substitutions shall be made without the prior written authorization from the City.
4. All tree locations to be field staked prior to installation. Contractor to coordinate field review of proposed tree locations with the City and Project Landscape Architect prior to any tree installation.
5. All plants shall be planted immediately upon arrival to project site. No plant material is to be left overnight on the project site without being installed unless written approval by City.
6. All trees, shrubs, perennials, turf lawn and native seeding to have a two-year warranty beginning upon written acceptance by the City. Defective plants as determined by the City shall be replaced within 30 days of notice during the growing season, and replacement materials shall receive the same two year warranty until plants are successfully established.
7. Contractor to protect and maintain all plantings and plant beds, including protection from wildlife, weeding, re-mulching, fertilization, irrigation and all other typical forms of horticultural care until the end of the warranty period as determined and approved by City.
8. All plants installed and maintained on City property shall be in accordance with City of Lake Elmo Bee-Safe Resolution No. 2015-13.
9. An Irrigation system or other water supply adequate to support the specified plant materials shall be provided.

APRIL 2017

CITY OF LAKE ELMO

STANDARD DRAWING NO.
LP2.0
LAKE ELMO

General Notes:

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DRAWN BY: M.F	DESIGN BY: B.H.
CHKD BY: B.H	PROJ. NO. 18-143

ORIGINAL DATE:
MAY 7, 2018

DATE	REVISION DESCRIPTION

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Landscape Architect under the laws of the State of Minnesota.
PRELIMINARY
 BENJAMIN D. HARTBERG, PLA
 LIC. NO. _____
 DATE: _____

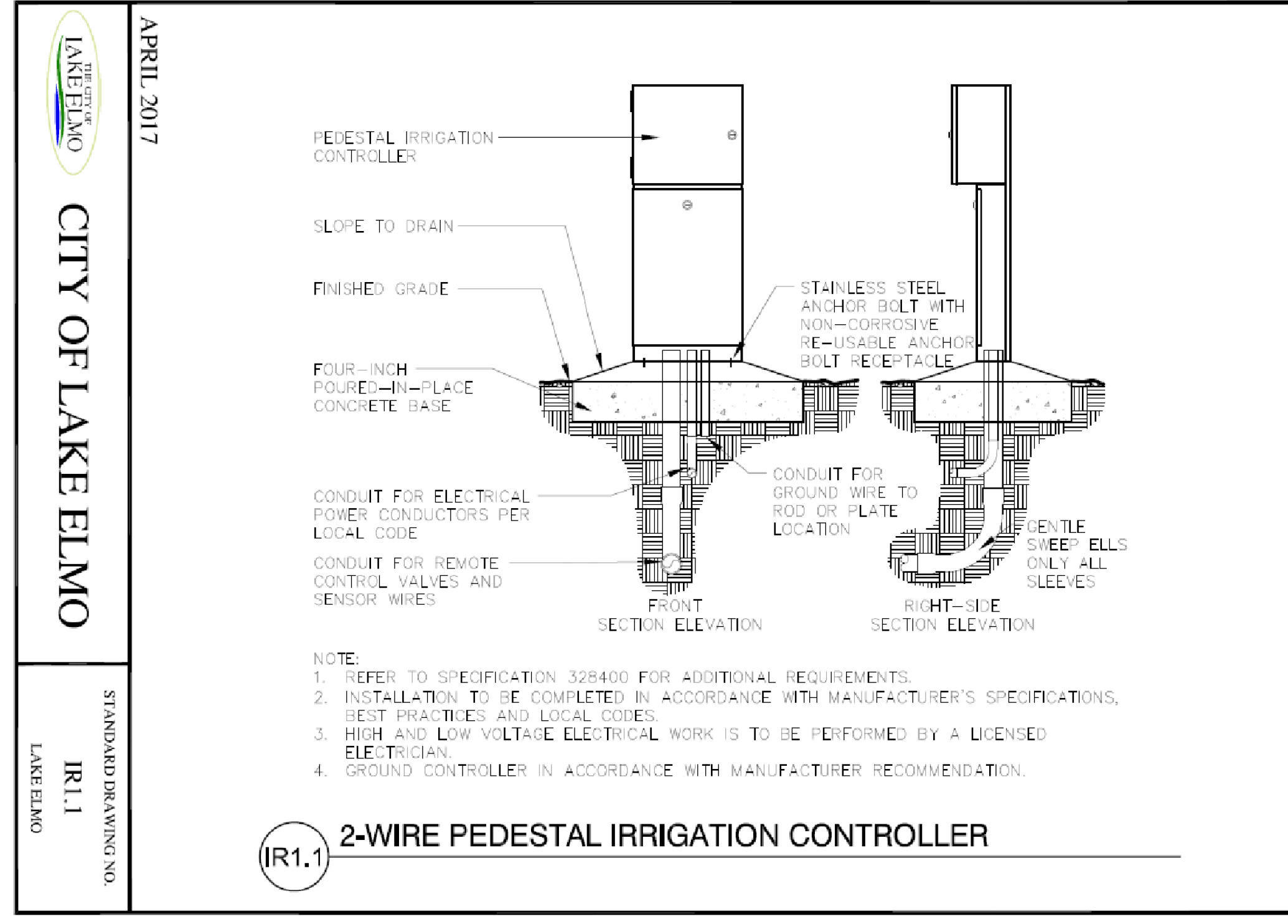
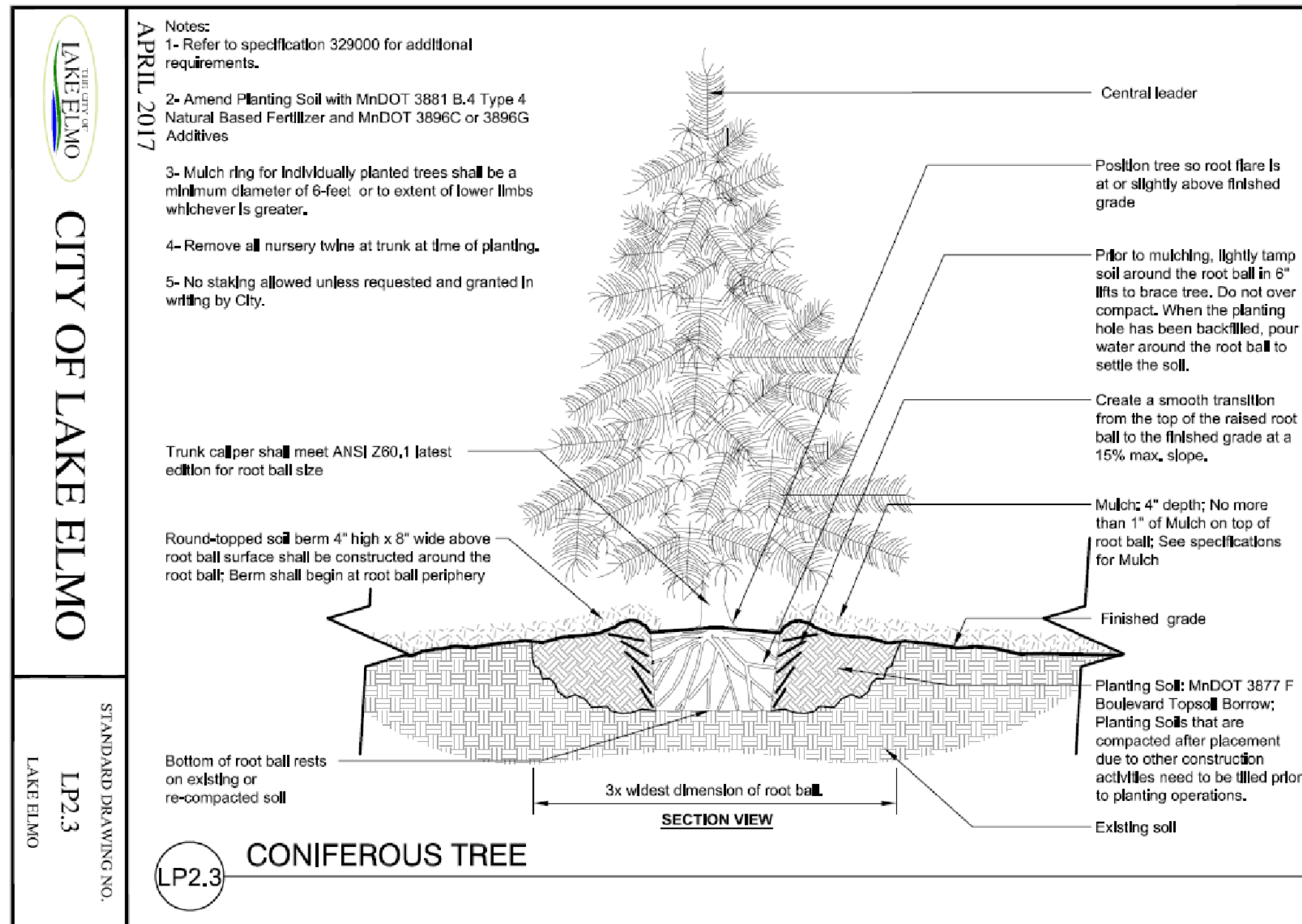
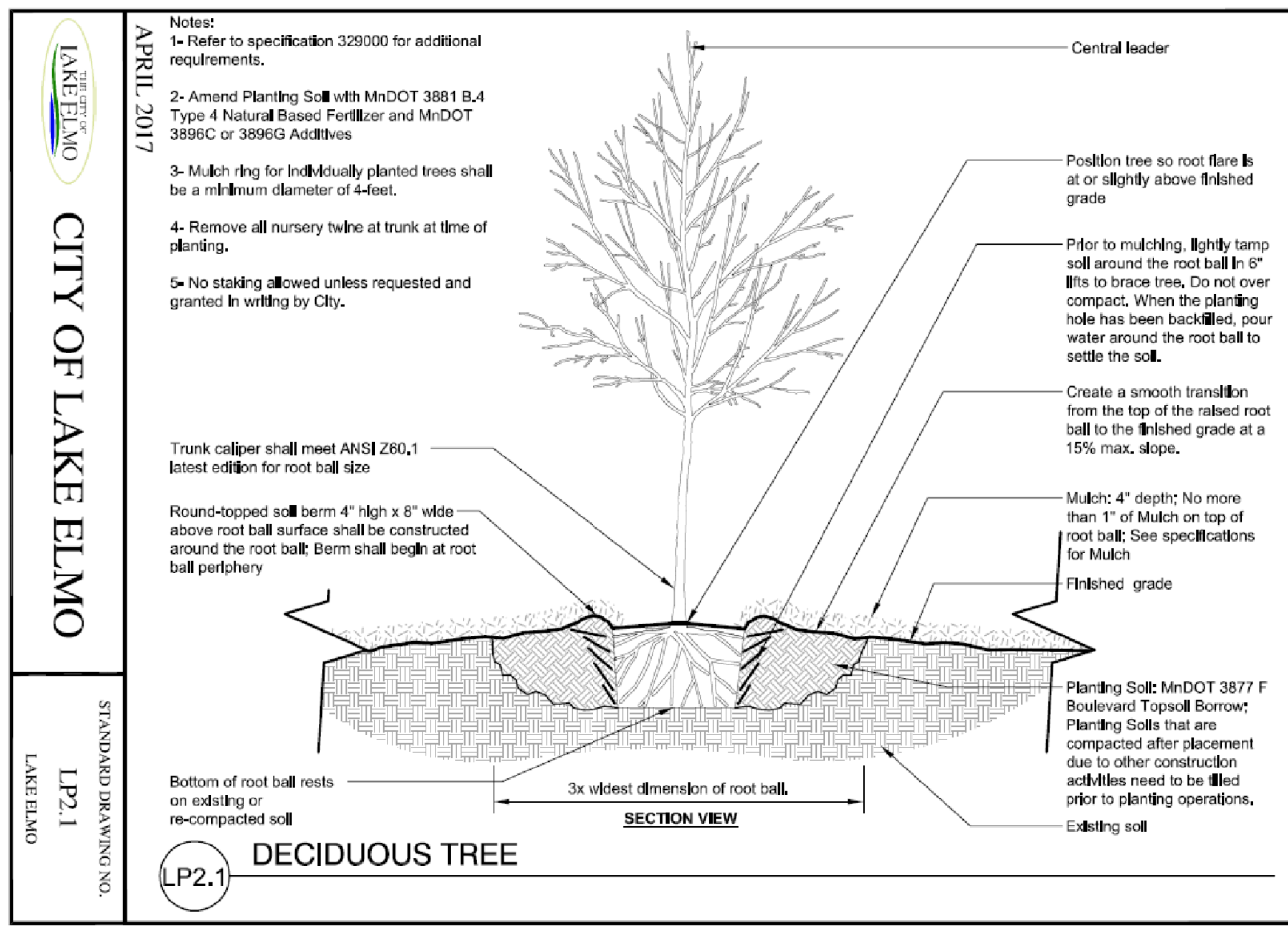
WYNDHAM VILLAGE
 LAKE ELMO, MN
 LANDSCAPE DETAILS

PREPARED FOR:
J.P. BUSH HOMES

SITE PLANNING & ENGINEERING
PLOWE ENGINEERING, INC.
 6778 LAKE DRIVE
 SUITE 110
 LINO LAKES, MN 55014
 PHONE: (651) 361-8210
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3. Contractor to coordinate all work in the city right-of-way with City of Lake Elmo Public Works Department.
4. See adjacent developer's landscape plan for specific plant materials proposed along common property lines.
5. Landscape contractor is responsible for watering all trees, shrubs, & turf grass outside the irrigation limits for 30 days after installation or until plant establishment.
6. Trees to be relocated shall be moved with a mechanical tree spade by a qualified contractor. Fence-off any spade holes until an earth plug is in place.
7. During tree spading, flag the north side of trees before relocation and re-install tree in same direction. Install a 6' diameter tree ring around newly spaded trees.

DRAWN BY: M.F. DESIGN BY: B.H.
 CHCKD BY: B.H. PROJ. NO. 18-143
 ORIGINAL DATE: MAY 7, 2018

DATE	REVISION DESCRIPTION

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Landscape Architect under the laws of the State of Minnesota.
PRELIMINARY
 BENJAMIN D. HARTBERG, PLA
 LIC. NO.

WYNDHAM VILLAGE
 LAKE ELMO, MN
 LANDSCAPE DETAILS

PREPARED FOR:
 J.P. BUSH HOMES

SITE PLANNING & ENGINEERING
PLOWE ENGINEERING, INC.
 6778 LAKE DRIVE
 SUITE 110
 LINO LAKES, MN 55014
 PHONE: (651) 361-8210
 FAX: (651) 361-8701

cdg
CALYX DESIGN GROUP
 Landscape Architecture
 Sustainable Design
 Planning
 370 Selby Avenue
 Decatur Building, Suite 301
 Saint Paul, MN 55102
 Telephone: 651.789.9018
 Internet: www.calyxdesigngroup.com



MEMORANDUM

FOCUS ENGINEERING, inc.

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

Date: May 30, 2018

To: Emily Becker, Planning Director
Cc: Rob Weldon, Public Works Director
Chad Isakson, Assistant City Engineer
From: Jack Griffin, P.E., City Engineer

Re: Wyndham Village Preliminary Plan Review

An engineering review has been completed for Wyndham Village. Preliminary Plat/Plans were received on May 8, 2018. The submittal consisted of the following documentation:

- Wyndham Village Preliminary Plat, dated May 4, prepared by Landmark Surveying, Inc.
 - Wyndham Village Preliminary Plans, Sheets C1.1-C5.2, dated May 4, 2018, prepared by Plowe Engineering.
 - Stormwater Management Plan, dated May 8, 2018, prepared by Plowe Engineering.
 - Landscape Plans, Sheets L1-L5, dated May 7, 2018, prepared by CalYX Design Group.
 - Preliminary Plan Narrative, dated May 4, 2018, prepared by J.P.Bush Homes.
-

STATUS/FINDINGS: Engineering has prepared the following review comments:

PRELIMINARY PLAT

- Preliminary plat approval should be contingent upon all public improvements that support the development being designed and constructed in accordance with the City Engineering Design Standards Manual dated March 2017 and as identified within this plan review memorandum.
- Preliminary plat approval should also be contingent upon the preliminary plans being revised and approved by the City prior to the City accepting an application or plans for final plat.
- Right-of-way/Easement Dedication. The Preliminary Plat and all preliminary plan sheets must be revised to dedicate additional right-of-way along 30th Street North to ensure a minimum 30th Street boulevard of 16 ft. along the entire length of the plat. The current plans show a varied boulevard width from 11-25 feet. In addition, a 10 ft. utility corridor must be reserved (at boulevard grades) for small utilities. The proposed storm water facilities (including the 100-year HWL) must be revised further north to prevent encroachment onto the 10 ft. utility corridor.
- Outlot A must be dedicated to the City for storm water maintenance. Outlot A has been shown as City-owned on the preliminary plat and plans as required. Outlot A may need to be revised to accommodate additional right-of-way along 30th Street and/or to expand the storm water 100-year HWL flood area.
- Drainage and utility easements are required over all storm sewer, sanitary sewer and watermain not located on City Outlots and right-of-way, minimum 30-feet in width centered on the pipe/structure. Easements must be shown on the Preliminary Plat, Utility Plans and Grading Plans.
 - Additional easement is required over the storm sewer outfall pipe between Lots 5 and 6.
 - Additional easement is required for the proposed Lot 7 driveway culvert.

- Additional easement is required over Lot 6 for the sanitary sewer pipe from MH-2 to MH-3, or this pipe must be realigned to the center of the Lot 7 driveway.
- All emergency overflow elevations must be fully protected by drainage easement.
- Written easement owner permission must be obtained, and copies provided to the City, for work to be completed within the gas main easement. The City must receive copies of the written permission prior to the approval of final plat.
- Written landowner permission must be submitted as part of the final plat development applications for any off-site grading work and storm water discharges to adjacent properties.
- Access Management. The Preliminary Plans shows access to the plat from the Northport subdivision along Liberty Court. This access was pre-planned with the adjacent subdivision and preserves the proper access management along 30th Street North.

STORMWATER MANAGEMENT

- The site plan is subject to a storm water management plan meeting State, VBWD and City rules. Additional City review is necessary for plan changes made to meet these requirements.
- Storm water facilities proposed as part of the site plan to meet State and VBWD permitting requirements must be constructed in accordance with the City Engineering Design Standards Manual.
- The storm water management must be revised to demonstrate rate control for each discharge location rather than a combined discharge. The model must also be revised to correct the pre and post drainage areas based on existing contours rather than property lines.
- The model must evaluate the HWL changes to the Northport Infiltration basin due to areas of direct discharge and plan revisions must be made to ensure the HWL does not increase.
- The model must be revised to include the 10-day 100-year snowmelt condition.
- The storm water management plan must demonstrate volume control requirements being met.
- The storm water management plan executive summary must identify the rate control for each discharge point and summarize the BMP normal water and resulting high water levels for each basin.

GRADING, DRAINAGE AND EROSION CONTROL

- Add north arrow and plan scale.
- Add Grading and Erosion Control City Standard Plan Notes dated March 2017 (Details 600A, 600B, 600C, and 600D) to the plan.
- Add all lot corner elevations.
- The grading plans must be updated to provide all existing conditions along 30th Street including right-of-way widths, street widths from centerline, lane configurations, signs, and all other physical features.
- The plans must show all existing and proposed normal water level (NWL) and high water level (100-year HWL) for all water bodies within and adjacent to the property, including Northport infiltration basin. Add 100-year HWL contour for all ponds and verify that the 100-year HWL is fully contained within the Outlot. This information is incomplete and must be revised for further review.
- The plans must be updated to show the pond maintenance access roads to the facilities and must be a minimum of 20 ft. wide and at grades that do not exceed 10%.
- The plans must show a 10:1 aquatic bench and 10:1 maintenance bench around the storm water pond.
- The Stormwater Facility Outlots must fully incorporate the 100-year HWL, 10-foot maintenance bench and all maintenance access roads.
- Add Outlet Control structure meeting City standards to replace the 15-ft. wide pond overflow as the primary outlet. The overflow should remain as an emergency overflow.

RESIDENTIAL STREETS

- Public street standards. Liberty Court must be designed to meet the City's Engineering Design Standards. A 60 ft. right-of-way width with 28 ft. wide street has been shown as required; and a 60 ft. cul-de-sac R/W radius with 45 ft. cul-de-sac pavement radius has been shown as required.

- Liberty Court will result in a 510 ft. long cul-de-sac, meeting City standards.
- Surmountable concrete curb and gutter shall be installed in single family residential areas with future driveways.
- Pedestrian facilities: A 6 ft. wide sidewalk has been shown along Liberty Court as required. The City should review any potential connections to this sidewalk.
- Ten (10) foot utility easements are required on either side of all right-of-ways.

STREET AND STORM SEWER PLANS

- Correct plan view scale.
- Label street and right-of-way width, and label cul-de-sac pavement and right-of-way radius.
- Label concrete sidewalk width on the plan.
- Add pedestrian ramp (call-out in plan view) where sidewalk terminates at cul-de-sac.
- Add City standard Typical Section per City detail 805 on the street plans. All information shown in the City details must be shown on the typical section including cross-slopes, boulevard tree setbacks, sidewalk location and 10-ft. small utility corridors on each side of right-of-way.
- Add City standard detail 801 on the street plans to detail the minimum project pavement section.
- Add City Standard Sidewalks and Trails Plan Notes dated March 2017 (Detail 500A).
- Add City Standard Storm Sewer Plan Notes dated March 2017 (Detail 400A).
- Revise street profile to meet City standards for vertical crest curve $K=19$ minimum.
- Label all storm sewer structures including FES.
- The storm sewer system shall be designed to maintain the City standard **minimum** pipe cover of 3.0 feet. Revise storm sewer from CBMH to FES to maintain minimum 3-ft. pipe cover.
- Per City requirements all storm sewer pipe easements must be a minimum 30-feet in width. Additional easement is required over Lots 5 and 6 to provide a minimum 30-ft easement centered over the pipe.
- Add profile for proposed driveway culvert and verify 30 ft. easement over pipe and structures.
- Add storm sewer structure table showing casting type and build.
- Call-out sump manhole in plan view.
- Drain tile is required as part of the City standard street section at all localized low points in the street. Coordinate with Northport to extend drain tile per City standards, minimum 100 ft. on each side of road, from existing catch basins in Northport development, south along Liberty Court. End each drain tile with a clean-out.

MUNICIPAL WATER SUPPLY

- Municipal water supply is available immediately adjacent to the proposed development along Liberty Court. The applicant is responsible to extend the municipal water into the development site at developer's cost.
- No trunk watermain oversizing applies.

MUNICIPAL SANITARY SEWER

- Municipal sanitary sewer is available immediately adjacent to the proposed development along Liberty Court. The applicant is responsible to extend sanitary sewer into the development site at developer's cost.
- No trunk sewer oversizing applies.

SANITARY SEWER AND WATERMAIN PLANS

- Add plan scale and north arrow.
- Add City Standard Watermain Plan Notes dated March 2017 (Detail 200A) to the utility plan.
- Add City Standard Sanitary Sewer Plan Notes dated March 2017 (Detail 300A) to the utility plan.
- Add existing gas main(s) and show pipe size, material and location (dimensions from easement edge). Gas main depths must be field verified and placed on the plans at water/sewer service crossing.
- Add and clearly show gas main easement area and contact information.

- Extend water and sewer service for Lot 7 completely across gas main easement as part of the development improvements. Show extensions on the utility plan.
- Revise 6" PVC sewer pipe with City minimum 8" PVC sewer main.
- Realign the sewer pipe to the centerline of the Lot 7 drainage and utility easement. The pipe requires a minimum 30-ft easement centered over the pipe.
- Relocate MH-3 to remain a minimum 15-ft outside of the gas main easement.
- Add water and sewer service stubs to each lot including sewer stub invert.
 - All water/sewer stubs must be perpendicular to the street. Watermain and sewer main realignment will be necessary in the cul-de-sac to meet this requirement.
 - Sanitary sewer service pipe to be called-out as Schedule 40 and stubbed 10ft. beyond the right-of-way.
 - All curb stops to be located 10 ft. beyond the right-of-way.
 - Water/sewer stubs cannot terminate within a paved driveway surface.
- Add sewer manhole to realign watermain/sewer main to remain under bituminous paved surface.

SIGNING/PAVEMENT MARKING/LIGHTING PLAN

- Add signing, pavement marking and lighting plan per City standard plan format. Update sheet index.
- Add Signing/Pavement Markings/Lighting Plan Notes dated March 2017 (Detail 900A).
- Add one City standard light pole at the end of the cul-de-sac.
- Add Street Light Note to indicate "Residential street lights shall be Xcel Energy 100W HPS California Acorn (Black in Color) with a 15 ft. Aluminum Pole (Black in Color)".
- Add three (3) "No Parking" signs for no parking around cul-de-sac. No parking signs to be MnMUTCD R8-3, 18"x18".

DETAILS

- Sheets C4.1-C4.3. Add City details 210, 419, 420, 507A-E, 508, 511, 514, 805, 901, 902, and 903.

SPECIFICATIONS

- Submit Project Specifications for Wyndham Village for staff review using the City Standard Specifications dated March 2017.
- If supplementary specifications are also submitted, the following statement must be placed as the first clause of the supplementary provisions, *"The City Standard Specifications for Public Infrastructure, dated March 2017, shall apply to the work performed under this contract. Any supplemental specifications are intended to supplement the City Standard Specifications, however they do NOT supersede the City Standard Specifications, Details, Design Standards, or ordinances unless specific written approval has been provided by the City."*

LANDSCAPE PLAN:

- This review does not cover the Landscape Plan or Irrigation Plan. Plan review to be completed by other City representatives.
- The Landscape Plans must be revised to accommodate maintenance access to all storm water BMPs. Grades along pond access cannot exceeded 10% and must be a minimum of 20 feet in width. Maintenance access from public right-of-ways must be shown on the Landscape Plans.



Metropolitan Airports Commission

6040 28th Avenue South, Minneapolis, MN 55450 • 612-726-8100 • metroairports.org

May 14, 2018

Ms. Emily Becker
Planning Director
City of Lake Elmo
3800 Laverne Avenue N
Lake Elmo, Minnesota 55042

Re: Wyndham Village Preliminary Plat Review Comments

SENT VIA EMAIL (ebecker@lakeelmo.org)

Dear Ms. Becker:

As requested in your correspondence dated May 8, 2018, the Metropolitan Airports Commission (MAC) has reviewed the Wyndham Village Preliminary Plat documents. We appreciate the opportunity to review the documents, and offer the following comments.

Land Use and Aircraft Noise

The proposed residential development is located in close proximity to Lake Elmo Airport. This area receives routine aircraft overflight activity (approximately 27,000 annual aircraft operations), both during the day and at night, and will continue to into the future. It is MAC's experience that placing residential areas in such locations around airports results in noise complaints and resident concerns about aircraft noise and overflights.

MAC requests that prospective property buyers be provided information on the properties' locations relative to the Lake Elmo Airport and the related aircraft operations. At a minimum, the Lake Elmo Airport disclosure statement included in Article X, Section 9 of the *Declaration of Easements, Covenants, Conditions and Restrictions* instrument for the adjacent Eason Village development (attached) should be provided in the equivalent instrument prepared for Wyndham Village development. Further, MAC strongly recommends that the City require appropriate noise attenuation construction practices for residential structures within the affected area. Residential structures in the proposed development area will not be eligible for MAC noise mitigation programs.

Airspace

The requirements for filing an aeronautical study with the Federal Aviation Administration (FAA) for proposed structures and/or temporary construction equipment vary based on a number of factors, including the site elevation, structure height, and proximity to an airport. The FAA provides a "Notice Criteria Tool" on its Obstruction Evaluation/Airport Airspace Analysis (OE/AAA) website that can be used to determine if an aeronautical study is warranted. The FAA OE/AAA website can be accessed via the following link: <https://oeaaa.faa.gov/oeaaa/external/portal.jsp>

Ms. Emily Becker
May 14, 2018
Page 2

If use of this tool indicates that any FAA notice criteria are exceeded, MAC requests that the applicant submit an aeronautical study with the FAA for the proposed development (including construction equipment) and provide a copy of the resulting determination letter before construction begins.

Water Quality – Surface Water Runoff

The MAC fully supports the use of infiltration basins in the vicinity of the Lake Elmo Airport, and encourages all ponding areas to be designed as dry ponds that are non-attractive to waterfowl and drain within 48 hours after a 10-year precipitation event.

From the preliminary plat documentation, it appears that storm water runoff will drain to the adjacent infiltration basin being constructed for the neighboring Village Park Preserve development. Please provide additional information about how long it will take standing water in the new Wyndham Village pond to drain and/or infiltrate based on both 10-year and 100-year precipitation events. Also, please identify who will be the responsible party for long-term maintenance of the pond.

We request that the following waterfowl mitigation techniques be incorporated into the final design of the necessary ponding area for the proposed development.

1. Create a physical barrier (i.e., a permanent fence) between the water and manicured lawns.
2. Reduce the overall surface area of the water and encourage emergent vegetation to grow.
3. Eliminate manicured lawn/turf in close proximity to the water source by using a native prairie seed mix.

Implementation of these recommendations does not guarantee that geese or other hazardous wildlife will not be attracted to the permanent water features associated with the proposed development. However, incorporation of these design elements should reduce the likelihood of waterfowl becoming a greater hazard to flying operations at the Lake Elmo Airport. If notified by the MAC that birds and/or waterfowl activity poses a safety hazard to the Airport due to design elements that fail to incorporate the mitigation techniques described above or improper maintenance of the storm water pond, we will expect the City or its designee to take immediate remediation efforts to alleviate the hazards caused by the pond.

Finally, please identify who will be the responsible party for long-term maintenance of the storm water pond

Landscaping

The Preliminary Landscape Plan appears to indicate that many existing trees will be relocated to a new location on the site. MAC requests that, if feasible, any new trees introduced to the site be of a non-fruit bearing species to minimize wildlife attractiveness. The City must also be aware that any trees planted in the vicinity of an approach to a runway may require removal or trimming (at the Owner's expense) at some future date if they grow to become an obstruction to the airspace of the Airport or compromise flight procedures.

Also, due to the close proximity of the proposed development to the runways at the Lake Elmo Airport, we request the street luminaries be down-lighted to avoid confusion by pilots as they approach the airfield at night.


Ms. Emily Becker
May 14, 2018
Page 3

Construction Measures

Please ensure that the contractor is required to develop and implement a dust control plan that will prevent airborne particulates generated during construction from interfering with aircraft operations at the Lake Elmo Airport.

Thank you for the opportunity to comment on this proposed Wyndham Village Preliminary Plat. If you have any questions about these comments, please contact me at 612-726-8129 or via e-mail at neil.ralston@mspmacc.org.

Sincerely,



Neil Ralston, A.A.E.
Airport Planner

cc: Heather Leide, MAC
Joe Harris, MAC
Pat Mosites, MAC
Dana Nelson, MAC

Attachments: Excerpt from Easton Village Declaration Documents

Section 9. Disclosures Required by City of Lake Elmo.

- (a) *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.

- (b) *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.
- (c) *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 five (5) years has passed from the date of final plat approval, whichever is longer.

ARTICLE XI

PROHIBITED ACTIVITIES AND USES

Section 1. Nuisances. No noxious or offensive activities shall be carried upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

Section 2. Livestock and Poultry; Domesticated Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept on the Property except that dogs, cats or other household domesticated pets may be kept, provided that they are not kept, bred, or maintained for any commercial purpose. All household domesticated pets, most often dogs and cats, shall be restricted from entering onto any Lot other than the Lot of its owner, and the owner of any such household domesticated pet shall be responsible for the immediate cleanup and disposal of pet droppings. Notwithstanding the foregoing, the Association specifically reserves the right to promulgate rules and regulations regarding pets on the Property, including, but not limited to, the size of pets permitted and/or the prohibition of pets on the Property.

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

RESOLUTION NO. 2018-066

*A RESOLUTION APPROVING A PRELIMINARY PLAT FOR
WYNDHAM VILLAGE*

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

WHEREAS, the Lake Elmo Planning Commission reviewed a proposed Sketch Plan and Comprehensive Plan Amendment Request for Wyndham Village on November 13, 2017; and

WHEREAS, the Lake Elmo City Council reviewed a proposed Sketch Plan and approved a Comprehensive Plan Amendment Request for Wyndham Village on February 20, 2018; and

WHEREAS, the Metropolitan Council approved a Comprehensive Plan Amendment to re-guide the land use of Wyndham Village from Rural Single Family to Village Low Density Residential on March 14, 2018; and

WHEREAS, JP Bush, 11580 30th St N, Lakeland, MN 55043 has submitted an application to the City of Lake Elmo (City) for a Preliminary Plat for Wyndham Village, a copy of which is on file in the City of Lake Elmo Planning and Zoning Department; and

WHEREAS, the Lake Elmo Planning Commission held public hearing on June 4, 2018 to consider the Preliminary Plat request; and

WHEREAS, the Lake Elmo Planning Commission has submitted its report and recommendation concerning the Preliminary Plat as part of a memorandum to the City Council from for the July 3, 2018 Council Meeting; and

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

WHEREAS, the City Council reviewed the Preliminary Plat at its meeting held on June 19, 2018 and made the following findings of fact:

- 1) That the Wyndham Village preliminary plat is consistent with the Lake Elmo Comprehensive Plan and the Future Land Use Map for this area.
- 2) That the Wyndham Village preliminary plat complies with the City's Village Urban Low Density Residential zoning districts with required condition of approval.

- 3) That the Wyndham Village preliminary plat complies with all other applicable zoning requirements, including the City's landscaping, storm water, sediment and erosion control and other ordinances, and is consistent with the City's engineering design standards with corrections as noted by the City Engineer Review Memo dated May 30, 2018.
- 4) That the Wyndham Village preliminary plat complies with the City's subdivision ordinance.

NOW, THEREFORE, BE IT RESOLVED THAT the City Council does hereby approve the preliminary plat for Wyndham Village subject to the following conditions:

- 1) That the City approve a Zoning Map Amendment to rezone the property from Rural Single Family to Village Low Density Residential
- 2) Homes within lots in which the Northern Natural Gas Company Easement (Document 384029) ("Northern Easement") is located shall maintain a 20 foot principal building rear yard setback from the Northern Easement.
- 3) All required modifications to the plans as requested by the City Engineer in a review letter dated May 30, 2018 shall be incorporated into the plans, and plans shall be approved prior to consideration of a final plat.
- 4) Preliminary plat and plans should be revised to dedicate additional right-of-way along 30th Street and/or to expand the storm water to the 100-year High Water Level (HWL) flood area.
- 5) Written easement owner permission must be obtained, and copies provided to the City, for work to be completed within the Northern Easement. The City must receive copies of the written permission prior to approval of the final plat.
- 6) Written landowner permission must be submitted as part of the final plat development applications for any off-site grading work and storm water discharges to adjacent properties.
- 7) The developer shall pay a cash contribution in lieu of land for park dedication equal to 10% of the fair market value of the entire parcel.
- 8) The developer shall obtain all required permits from Northern Natural Gas to perform construction work over the gas line that runs from north to south across this site.
- 9) The preliminary landscape plan shall be approved by the City prior to recording of the final plat.
- 10) The lot width of Lot 1 shall be increased to 70 feet, and all other lot dimension and bulk requirements of the Village Urban Low Density zoning district must be met.
- 11) The applicant shall provide a disclosure statement to all first homeowners in the development advising of the airport and associated over-flights as well as its proximity to the railroad and associated noise and vibration.
- 12) All builders shall be encouraged to incorporate interior noise reduction measures into single family residential structures within the subdivision based on the Metropolitan Council's Builder Guide.
- 13) All easements as requested by the City Engineer and Public Works Department shall be documented on the Final Plat prior to the execution of the final plat by City Officials.
- 14) Prior to recording the Final 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.

15) The Applicant shall provide a detailed site plan for Lot 7 showing the proposed house location and screening/buffering to be approved by Council and protected by a landscape easement.

Passed and duly adopted this 3rd day of July 2018 by the City Council of the City of Lake Elmo, Minnesota.

Mike Pearson, Mayor

ATTEST:

Julie Johnson, City Clerk

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

ORDINANCE NO. 08-212

**AN ORDINANCE AMENDING THE LAKE ELMO CITY CODE OF ORDINANCES BY
AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF LAKE ELMO**

SECTION 1. The City Council of the City of Lake Elmo hereby ordains the following properties to be rezoned from RS – Rural Single Family to V-LDR Village Low Density Residential:

Section 13 Twp 029 Range 021. The east 460.50 feet of the west 1273.00 feet of the south 498.60 feet, and also the east 139.50 feet of the west 812.50 feet of the south 219.30 feet of the SW ¼ of Section 13, Township 29, Range 21. PID# 13.029.21.43.0001.

SECTION 2. The City Council of the City of Lake Elmo also hereby ordains that the Zoning Administrator shall make the applicable changes to the official Zoning Map of the City of Lake Elmo.

SECTION 3. Effective Date. This ordinance shall become effective immediately upon adoption and publication in the official newspaper of the City of Lake Elmo.

SECTION 4. Adoption Date. This Ordinance 08-212 was adopted on this ___ day of _____, 2018, by a vote of ___ Ayes and ___ Nays.

LAKE ELMO CITY COUNCIL

Mike Pearson, Mayor

ATTEST:

Julie Johnson, City Clerk

This Ordinance 08- was published on the ___ day of _____, 2018.



STAFF REPORT

DATE: July 3, 2018

ITEM #: 13

TO: City Council

FROM: Lake Elmo Fire Department Truck Committee

AGENDA ITEM: Approve purchase of Rescue/Engine and Equipment

REVIEWED BY: Greg Malmquist, Fire Chief

BACKGROUND:

July 2017, the Lake Elmo Fire Department Truck Committee began developing specifications for a Rescue/Engine, while keeping the following goals in mind.

- Design a vehicle to maintain efficient delivery of our current level of service, now and into the future.
- Gather all of our rescue equipment onto one vehicle for efficiency.
- Keep in mind that most initial responses will be with a 2 person crew, for ergonomics and efficiencies.
- Combine 2 vehicles, (Engine 2 and Utility 2) into one to reduce vehicle purchase costs, maintenance costs and space needs.

Also, through the process, the Truck Committee identified equipment to be purchased based on the following:

- Replace equipment that has been removed from service because it exceeded its recommended life, (Air bags)
- Replace current, 25 yr. old hydraulic tools that are obsolete and underpowered to meet the demands of present day vehicle extrications.
- Replacement of homemade, unsafe cribbing and rescue struts with safer, more efficient items.

As part of the process, the committee visited several other area FD's with similar vehicles, to look at their trucks and discuss with those that designed and use them, recommended do's and don'ts. Several meetings were also held with a truck manufacturer to determine what was feasible or not to build. When the Truck Committee felt they had met the goals and objectives with the design and specifications of this vehicle it was moved forward in the process.

At the March 27, 2018 Public Safety Committee meeting, Chief Malmquist presented the specifications and pricing for the Rescue/Engine and equipment. The committee supported the recommendations of the Truck Committee. Due to the large expenditure, the Public Safety Committee requested a joint meeting with the City Council at a workshop to discuss the purchase and funding.

At the April 10, 2018 Council Workshop the Rescue/Engine was presented and discussed. Council requested more time to review the information and forward questions to Chief Malmquist. Chief Malmquist responded to all questions and provided the requested information. During this time, Administrator Handt and Chief Malmquist discussed options moving forward. It was determined that this should be revisited by the Truck Committee, with the goal of determining funding options to get the total cost of the project, including equipment, at or below the \$700,000.00 that was in the CIP for replacement of the two vehicles.

The Truck committee met on May 30th to review the specifications and identify additional funding options. See attachment.

ISSUE BEFORE COUNCIL:

Whether or not to approve purchase of Rescue/Engine and equipment with revisions and utilization of identified alternate funding sources as presented.

PROPOSAL DETAILS/ANALYSIS:

The Truck Committee has identified two items on the truck that could be purchased and added at a later date as well as multiple finance options, (grants, donations, budget, sale of used trucks and used equipment) that could be used towards the purchase.

FISCAL IMPACT:

CIP - \$700,000.00, (2018 replacement of Engine 2=\$625,000.00 and 2019 replacement of Utility 2=\$75,000.00)

Additional funding from grants, donations, budget, sale of used equipment and sale of used vehicles. See attached.

OPTIONS:

- 1) Move forward with purchase of Rescue/Engine and equipment.
- 2) Deny purchase.

RECOMMENDATION:

Motion: To approve purchase of Rescue/Engine and equipment, with a total cost, not to exceed \$700,000.00

ATTACHMENTS:

1. Revised HGAC Pricing Contract
2. Truck Drawing
3. Revised Truck Body Specifications
4. Revised Truck Chassis Specifications
5. Revised equipment list w/costs
6. Truck Committee recap of May 30th with financing recommendations.



To: City of Lake Elmo
3800 Laverne Avenue North
Lake Elmo, MN 55042

Date: 06-06-18

RE: HGAC Truck Purchase Contract FS12-17

We hereby propose and agree to furnish, after your acceptance of this proposal and the proper execution by the City of Lake Elmo, MN, hereinafter called the BUYER and an officer of Rosenbauer Minnesota LLC, Wyoming, MN a division subsidiary of Rosenbauer America, hereinafter called the COMPANY, the following apparatus and equipment:

Rosenbauer Heavy Duty EXT Rear Mount Rescue Pumper Body	\$425,670.00
Rosenbauer Commander 4000 Chassis	\$258,632.00**
Discount for Apparatus Display at 2019 FDIC or 2019 MN Chiefs	- \$5,000.00
Deletion of Air Compressor only. Outlets and electrical remain	- \$1,950.00
Deletion of Entire Intercom system and Installation	- \$8,525.00
HGAC TOTAL ...	\$668,827.00**

Six Hundred Sixty Eight Thousand Eight Hundred Twenty Seven Dollars and 00/100.

All of which are to be built in accordance with the specifications attached which are made a part of this agreement and contract. Total contract price includes required HGAC interlocal agreement fee and also apparatus familiarization class.
NO ADDITIONAL TAXES OR FEES APPLY

****CHASSIS IS TO BE PROGRESS PAID FOR IN THE AMOUNT SHOWN ABOVE UPONS ITS COMPLETION AND ARRIVAL AT THE APPARATUS MANUFACTURERS FACILITY OR ADDITIONAL INTEREST CHARGES WILL APPLY.**

Delivery: The estimated delivery time for the completed apparatus, is to be made 360-390 calendar days after receipt of and approval of this contract duly executed, (Chassis must arrive within 210 days or delivery may be delayed) subject to all causes beyond the Company's control. The quoted delivery time is based upon our receipt of the specified materials required to produce the apparatus in a timely manner. The Company can not be held responsible for delays due to Acts of God, Labor Strikes, or Changes in Governmental Regulations that result in delayed delivery to our manufacturing facilities of these specified materials. This delivery estimate is based on the Company receiving complete and accurate paperwork from the Buyer and that no major changes take place during pre-construction, mid point inspections or final inspections. Changes required or requested by the Buyer during the construction process may be cause for an increase in the number of days required to build said apparatus.

Payment Terms: Final payment for the apparatus shall be made at time of final inspection and pick up / delivery of the completed vehicle. It is the responsibility of the Buyer to have full payment ready when the apparatus is complete and ready to pick up. If payment is delayed or delivery is delayed pending payment, a daily finance and storage fee may apply. Upon pick up of the apparatus by the Buyer, Buyer agrees to provide all liability and physical damage insurance. It is further agreed that if on delivery and test, any defects should develop, the Company shall be given reasonable time to correct same. Guarantee of the chassis is subject to the guarantee of the chassis manufacturer.

The amount in this proposal shall remain firm for 30 days.

Respectfully submitted,

BUYER

We accept the above Proposal and enter into contract with the signature(s) below.

Sales Rep _____
Sales Representative

_____ Title _____

_____ Title _____

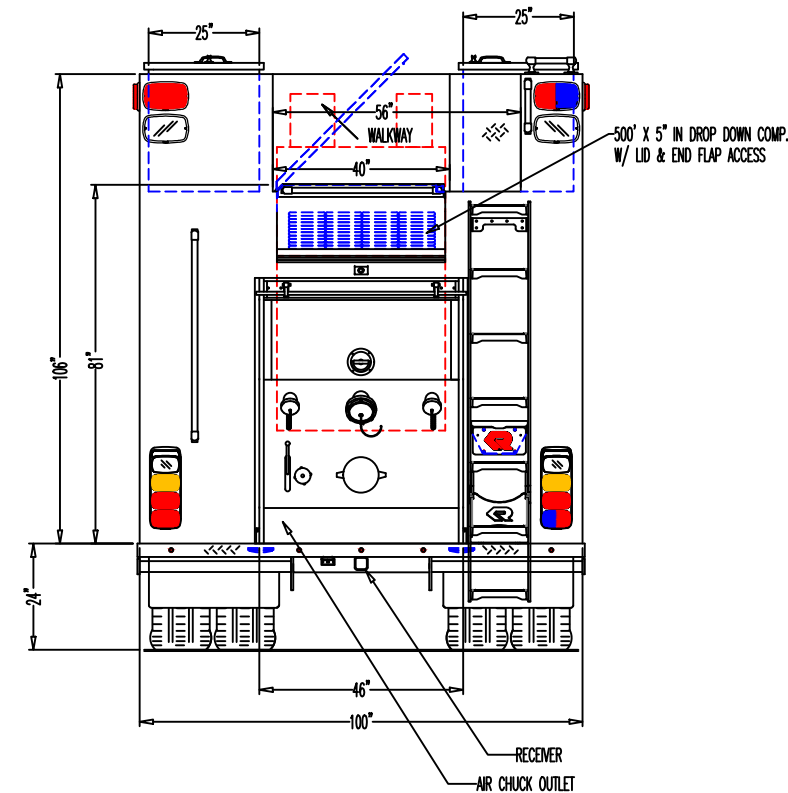
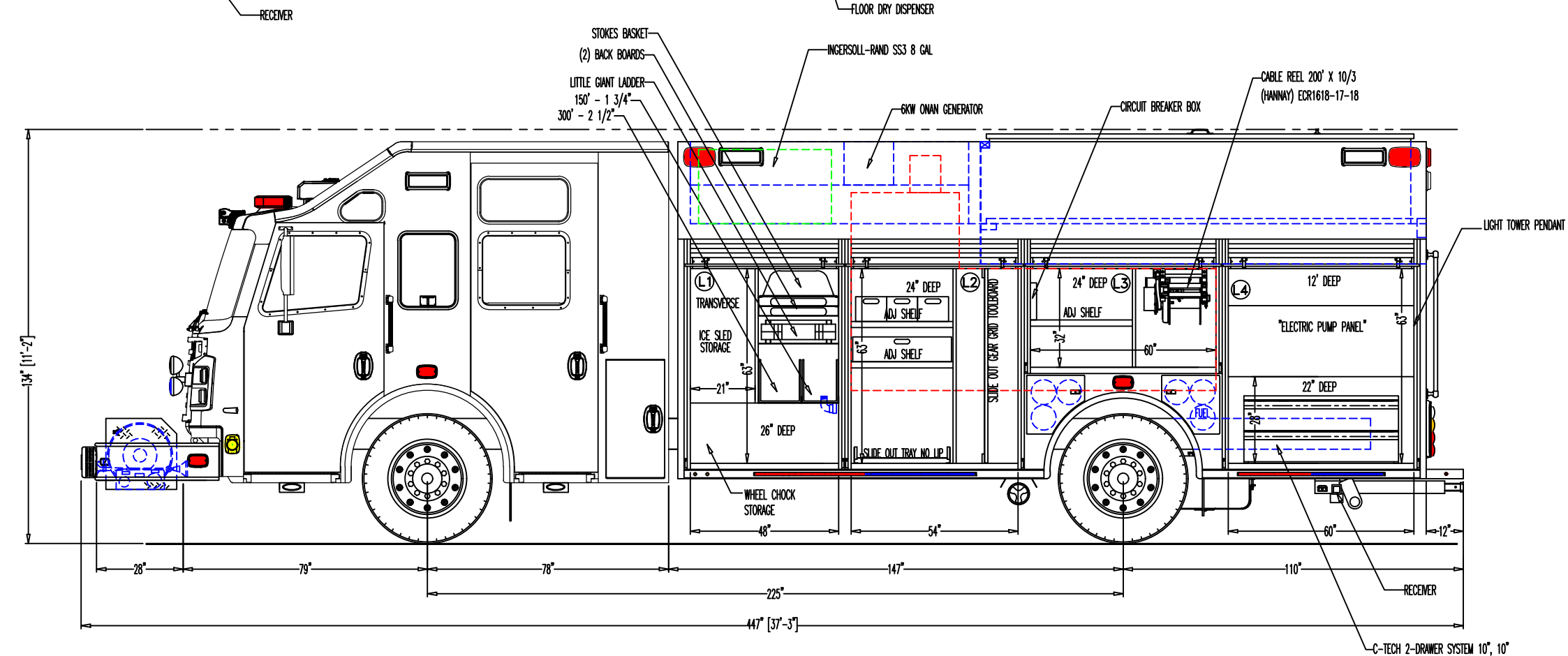
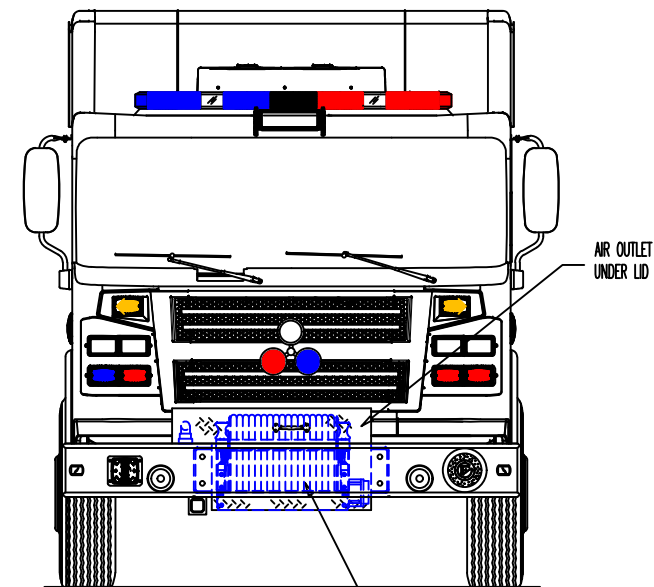
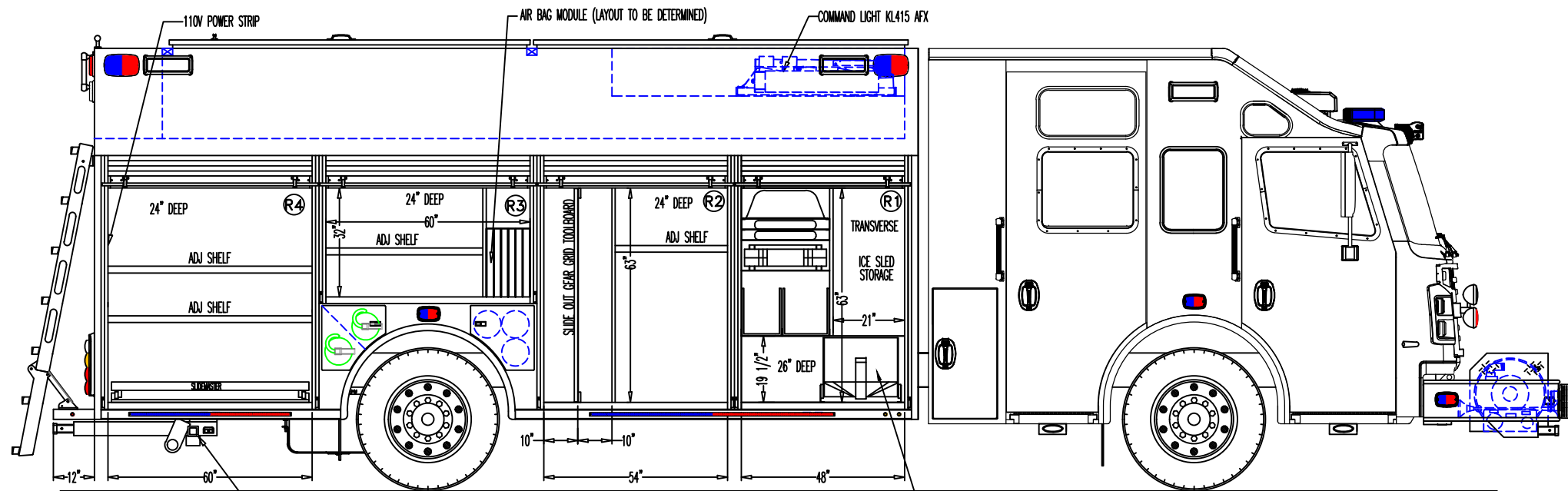
_____ Date

After company receipt of this document signed by the Buyer, the document will be reviewed and upon approval, countersigned by the Company putting the document in force.

ROSENBAUER MINNESOTA LLC.

_____ Title _____

_____ Date



- NOTES:
- OVERALL HEIGHT IS IN LOADED CONDITION. UNLOADED HEIGHTS MAY BE 4" ABOVE HEIGHTS SHOWN.
 - DO NOT SCALE DRAWING.
 - ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO ENGINEERING CHANGES.
 - DRAWING MAY OR MAY NOT SHOW ALL ITEMS AS DESCRIBED IN THE WRITTEN DETAIL SPECIFICATIONS.
 - INCLUSION OF AN ITEM ON THE DRAWING DOES NOT CONSTITUTE INCLUSION OF THAT ITEM WITH THE FINAL DELIVERED UNIT.

REVISED: CRL DATE: 06-06-2018 (R-07)
 REVISED: CRL DATE: 03-08-2018 (R-06)
 REVISED: ARS DATE: 03-06-2018 (R-05)
 DRAWN: TAA DATE: 12-20-2017 (P5209-07)

APPROVED BY:

CHASSIS: ROSENBAUER R7824
 PUMP: WATEROUS CX 1250 GPM
 TANK: POLY 750/ 30 FOAM
 TYPE: PUMPER
 AERIAL: N/A

PROPRIETARY AND CONFIDENTIAL
 THE INFORMATION CONTAINED IN THIS DRAWING IS
 THE SOLE PROPERTY OF ROSENBAUER. ANY
 REPRODUCTION IN PART OR AS A WHOLE WITHOUT
 THE WRITTEN PERMISSION OF ROSENBAUER IS
 PROHIBITED.

MAXIMUM HEIGHT	N/A
MAXIMUM LENGTH	N/A
BODY WIDTH	100"



ROSENBAUER EXT

JOB NUMBER	DRAWING NUMBER	REV
-	P6817	07

-PROPOSED-
LAKE ELMO

QUOTATION

General Safety Fire Apparatus

LAKE ELMO 2018 HGAC RESCUE PUMPER BODY

Exp. Date: 03/21/2018
 Quote No: 10136-0050
 03/12/2018

PART NO	S	QTY	DESCRIPTION	EACH	EXTENDED
		1	== EXT Pmpr/Tnkr Bid Prep Forms - 108.018 01/08/18 ==	0.00	0.00
		1	ROSENBAUER APPARATUS SOLUTIONS - RAS - 08 JANUARY 2018	0.00	0.00
00-00-1300		1	Fire Department Name	0.00	0.00
00-00-1499		1	Overall Height Restriction, NONE	0.00	0.00
00-00-1509		1	Overall Length Restriction, NONE	0.00	0.00
00-00-1519		1	Overall Width Restriction, NONE	0.00	0.00
00-00-1529		1	Wheelbase Restriction, NONE	0.00	0.00
00-00-1539		1	Angle of Approach, NFPA Minimum, 8 Degrees	0.00	0.00
00-00-1549		1	Angle of Departure, NFPA Minimum, 8 Degrees	0.00	0.00
00-12-1100		1	Financial Stability Response	0.00	0.00
01-06-0510		1	Calculated Center of Gravity	0.00	0.00
		1	== EXT Pmpr/Tnkr Warranties-BR - 108.018 01/08/18 ==	0.00	0.00
01-16-0150		1	-- Warranty, Apparatus, Body Warranty, 1 Year	0.00	0.00
01-19-0460		1	-- Warranty, Bdy, Alum, Life-Time, Transferable	0.00	0.00
01-19-2450		1	-- Warranty, Subframe, Lifetime Alum, Transferable	0.00	0.00
01-20-0360		1	-- Warranty, Paint, PPG, 10 Years, EXT	0.00	0.00
01-21-0150		1	-- Warranty, Lettering and Striping, 1 Year	0.00	0.00
01-17-0750		1	-- Pump Warranty, Waterous, 5 Years	0.00	0.00
02-14-6250		1	Plmbg Warranty, Stnls Stl, 10 Years	0.00	0.00
01-33-3300		1	-- Mnls, Bdy Complete, CD Compact Disc Version	129.00	129.00
01-33-5400		1	-- Mnls, Elec, As Built Bdy, CD Compact Disc Version	317.00	317.00
		1	== Use Drop Down For Chassis Options - 822.016 08/22/16 ==	0.00	0.00
		1	== EXT Pmpr/Tnkr - DC Elec System COMMANDERS ONLY - 108.018 01/08/18 ==	0.00	0.00
56-01-1700		1	-- Siren, Elect, Whelen 295HFS2	589.00	589.00
56-02-1600		1	-- Spkr, F-S Dynamax, ES100C 100 Watt	340.00	340.00
56-02-1650		1	-- Spkr Grille, Stnls Stl, "R"	82.00	82.00
56-03-1300		1	-- Spkr Lctn, Bumper, Rcscd, Right Side	76.00	76.00
56-06-0500		1	-- Siren, F-S, Q2B-NN Mech, Bumper, Partially Rcscd, Left Side	2054.00	2054.00
56-07-1500	S <	1	-- Siren Cntrl, F-S, Q2B, Dash Button, Center Dash Center of dash to be accessible to driver and officer like Lake Elmo aerial	203.00	203.00
56-07-1200	S <	1	-- Siren Brake, F-S, Q2B, Center Dash Center of dash to be accessible to driver and officer like Lake Elmo aerial	203.00	203.00

PART NO	S	QTY	DESCRIPTION	EACH	EXTENDED
57-02-1250	S <	1	-- Lt Bar, Whelen, Ultra Freedom IV, #F4N7QLED, LED, 72" Fully populated clear lens lightbar with all red lights and one clear on the driver side and all blue lights and one clear on the passenger side. All specified side, front and rear warning lights to flash in a fast random pattern	5146.00	5146.00
57-08-1210	S <	1	-- Trffc Emtrr, GTT Honeycomb Strobe Style Opticon Roof Mntd, Wired to Park Brake Emitter to be be strobe honeycomb style external roof mounted emitter. Same model as was supplied with Lake Elmo Viper aerial. Mounted to the driver side of the cab roof wired to be on with master warning and off with park brake	1651.00	1651.00
57-10-0600		1	-- Lightbar Cntrl, with Master Warning Switch	198.00	198.00
58-71-1770		1	-- Wrn Lts, Whelen, Upper Rr (2) M9 LED	287.00	287.00
57-20-1426	S <	1	-- Wrn Lt, Drvr, Whelen, M9, Split Red/Red LED, Clear Lens, Ea Split red/red	202.00	202.00
57-20-1427	<	1	-- Wrn Lt, Offcr, Whelen, M9, Split Red/Blue LED, Clear Lens, Ea Red inboard and blue outboard	202.00	202.00
58-01-2180		2	-- Flange, Chrome, Wrn Lt, Whln, M9 Ea	30.00	60.00
58-46-2100		1	-- Wrn Lts, Whelen, Upper Side Front (2) M9 LED	287.00	287.00
57-20-1426	S <	1	-- Wrn Lt, Drvr, Whelen, M9, Split Red/Red LED, Clear Lens, Ea Split red/red	202.00	202.00
57-20-1427	<	1	-- Wrn Lt, Offcr, Whelen, M9, Split Red/Blue LED, Clear Lens, Ea Red forward blue rearward	202.00	202.00
58-01-2180		2	-- Flange, Chrome, Wrn Lt, Whln, M9 Ea	30.00	60.00
58-61-2100		1	-- Wrn Lts, Whelen, Upper Side Rr (2) M9 LED	287.00	287.00
57-20-1426	S <	1	-- Wrn Lt, Drvr, Whelen, M9, Split Red/Red LED, Clear Lens, Ea Split red/red	202.00	202.00
57-20-1427	<	1	-- Wrn Lt, Offcr, Whelen, M9, Split Red/Blue LED, Clear Lens, Ea Red forward blue rearward	202.00	202.00
58-01-2180		2	-- Flange, Chrome, Wrn Lt, Whln, M9 Ea	30.00	60.00
58-03-6199		1	-- Turn Signals, Upper Wing Position, Chassis Supplie	0.00	0.00
58-03-7300		1	-- Wrn Lts, Whelen, Inbrd Warn Lt, (2) M6 LED	287.00	287.00
57-20-1210		1	-- Wrn Lt, Drvr, Whelen, M6, Red LED, Clear Lens, Ea	128.00	128.00
57-20-1211		1	-- Wrn Lt, Offcr, Whelen, M6, Red LED, Clear Lens, Ea	128.00	128.00
58-01-2140		2	-- Flange, Chrome, Wrn Lt, Whln, M6, Ea	30.00	60.00
58-03-7400		1	-- Wrn Lts, Whelen, Outboard Warn Lt Frnt, (2) M6 LEI	287.00	287.00
57-20-1210		1	-- Wrn Lt, Drvr, Whelen, M6, Red LED, Clear Lens, Ea	128.00	128.00

PART NO	S	QTY	DESCRIPTION	EACH	EXTENDED
57-20-1213		1	-- Wrn Lt, Offcr, Whelen, M6, Blue LED, Clear Lens, Ea	128.00	128.00
58-01-2140		2	-- Flange, Chrome, Wrn Lt, Whln, M6, Ea	30.00	60.00
58-09-2000		1	-- Wrn Lts, Whelen, Intrsct (2) M6 LED	287.00	287.00
57-20-1226	S <	1	-- Wrn Lt, Drvr, Whelen, M6, Split Red/Red LED, Clear Lens, Ea Split red/red	156.00	156.00
57-20-1227	<	1	-- Wrn Lt, Offcr, Whelen, M6, Split Red/Blue LED, Clear Lens, Ea Red forward blue rearward	156.00	156.00
58-01-2140		2	-- Flange, Chrome, Wrn Lt, Whln, M6, Ea	30.00	60.00
58-16-2100		1	-- Wrn Lts, Whelen, Lwr Mid Chassis (2) M6 LED	287.00	287.00
57-20-1226	S <	1	-- Wrn Lt, Drvr, Whelen, M6, Split Red/Red LED, Clear Lens, Ea Split red/red	156.00	156.00
57-20-1227	<	1	-- Wrn Lt, Offcr, Whelen, M6, Split Red/Blue LED, Clear Lens, Ea Red forward blue rearward	156.00	156.00
58-01-2140		2	-- Flange, Chrome, Wrn Lt, Whln, M6, Ea	30.00	60.00
58-26-2000		1	-- Wrn Lts, Whelen, Low Mid Bdy (2) M6 LED	287.00	287.00
57-20-1226	S <	1	-- Wrn Lt, Drvr, Whelen, M6, Split Red/Red LED, Clear Lens, Ea Split red/red	156.00	156.00
57-20-1227	<	1	-- Wrn Lt, Offcr, Whelen, M6, Split Red/Blue LED, Clear Lens, Ea Red forward blue rearward	156.00	156.00
58-01-2140		2	-- Flange, Chrome, Wrn Lt, Whln, M6, Ea	30.00	60.00
58-36-2600	S <	1	-- Sound Off nLineTracers In Rub Rail SoundOff nLine tracer style running lights shall be installed in the rub rail of the apparatus. The following lights shall be installed: One (1) pair of 48" nLine lights shall be installed below the L4 and R4 compartments. One (1) pair of 72" nLine lights shall be installed below the L1/L2 and R1/R2 compartments. The lights shall have a Red (driver side) Red/Blue (passenger side) light pattern to each light and shall be wired with the remaining apparatus lighting through the VMUX similar to Roseville Crossfire.	2113.00	2113.00
58-81-2000		1	-- Wrn Lts, Whelen, Low Rr (2) M6 LED	287.00	287.00
57-20-1226	S <	1	-- Wrn Lt, Drvr, Whelen, M6, Split Red/Red LED, Clear Lens, Ea Split red/red	156.00	156.00
57-20-1227	<	1	-- Wrn Lt, Offcr, Whelen, M6, Split Red/Blue LED, Clear Lens, Ea Red outboard blue inboard	156.00	156.00

PART NO	S	QTY	DESCRIPTION	EACH	EXTENDED
50-08-1000		1	Elecal, Base, Multi-Plex, Weldon V-MUX Bdy	6247.00	6247.00
55-11-1100		1	-- Dr Open/Hazard Wrn Lt, w/Chassis	0.00	0.00
55-13-1065		1	-- V-MUX Dr Open, Isolation, Body Main Cmpt Doors, On Vista Screen w/Accessories	1397.00	1397.00
50-12-1092		1	Swtch Panel, Multiplex, Chassis Supplied	0.00	0.00
50-15-3100		1	Battery Swtch, Mstr Disconnect , Chs Sppld	0.00	0.00
50-20-2100		1	Shore Power Transfer Swtch, 120V, 30Amp	882.00	882.00
50-41-6100		1	Air Horns (2) 24" Round Grover Stutter Tone	653.00	653.00
50-41-8140		1	Air Horn Location (2) Recess Mounted, Outboard, 1 Ea Side	0.00	0.00
50-43-1000		1	Air Horn Cntrls	0.00	0.00
50-43-2000		1	-- Air Horn Cntrl, Driver, Horn Ring, Air/Elec	254.00	254.00
50-43-2300	S <	1	-- Air Horn Cntrl, Center, Sgls Dash Swtch Center of dash so accessible to driver and officer in same location as Lake Elmo aerial	205.00	205.00
51-05-6290		1	Lt, Engine Cmpt, Chassis Supl'd	0.00	0.00
51-05-6400		2	Lt, Pump Cmpt, 12 Volt LED With Swtch	173.00	346.00
51-05-9000		2	-- Switch on Light Head	0.00	0.00
51-20-3100		1	-- Fldlt, Mntg Lctn, Front Edge Of Cab Roof	109.00	109.00
51-15-4186	<	1	-- Fldlt, Fire Research, Spectra SPA800-Q28, 28,000 Lmns, Contour Brow Mnt Black bezel	1873.00	1873.00
54-15-6002		1	-- Scene Lt Swtch , Front Scene Lts, Cab Switch Panel	96.00	96.00
52-01-1100		1	Back Up Alarm, w/Chassis	0.00	0.00
52-02-1110	S <	1	Back Up Camera, Install Chassis Supl'd, EXT Back up camera to be tied to both Vistas but will only come on automatically on the driver side. Officer will have to access through the menu on the officer side Vista.	172.00	172.00
52-08-1300	<	4	-- HandLt, Survivor LED, Orange, w/ 12V Chrgr (#90509) Located in cab in same location as Lake Elmo aerial	302.00	1208.00
52-08-2300		1	-- HandLt Install Lctn, Cab, Define	0.00	0.00
52-10-3201	S <	1	Intercom System, FireCom 5200D Wireless (Dual Radio) Intercom system to be set up to be wireless for driver and officer radio transmit and intercom. Rear crew positions (2) to be wired intercom only.	1979.00	1979.00
52-10-3290		4	-- Hanger Hook - Headset	39.00	156.00
52-10-3310		2	-- Headset, Wireless, Intercom w/Transmit, Firecom, UHW505	1182.00	2364.00
52-10-3320	S <	2	-- Headset, Wired Intercom, Intercom Only, Firecom, Two (2) headsets for rear crew positions to be wired headsets. Intercom only.	1156.00	2312.00
52-10-3350	S <	1	-- Base Station, Wireless Driver and Officer and Wired for Rear Crew Driver and Officer to be wireless and wired for the crew area	1714.00	1714.00
52-15-1700		1	Radio, Fire, Install Cstmer Supl'd	974.00	974.00
51-00-1700		1	-- 12V Power/Ground, 30A, Radio Lctn	321.00	321.00
51-00-4000		1	-- Switched Power, Thru Master	0.00	0.00

PART NO	S	QTY	DESCRIPTION	EACH	EXTENDED
52-15-1500		1	-- Radio Spkr, Fire, Install Cstmer Supl'd, Ea	318.00	318.00
52-15-1800	<	1	-- Radio, Fire, Remote Head, Install Cstmer Supl'd Located at pump panel	196.00	196.00
53-01-1200		1	Marker Lts, LED, DOT Requirements	195.00	195.00
53-02-1250		1	License Plate Brkt, Cast Prdts, LP0005-1-C w/ LED Lt	211.00	211.00
53-03-0065		1	Whelen Rr DOT LED Ltng Pkg M6	97.00	97.00
53-03-2750		1	-- Tail/Brake Lts, Whelen, LED, M6 (Pair)	273.00	273.00
53-04-2750		1	-- Turn Signals, Whelen, LED w/ Arrow, M6 (Pair)	243.00	243.00
53-06-3550		1	-- Backup Lts, Whelen, LED, M6 (Pair)	333.00	333.00
53-07-1210		1	-- Tail Lt Bezel, 4 Lts, Whln M6 (Pair), ABS Chrome	401.00	401.00
53-05-1800		1	Turn Signals, Mid Bdy, LED Marker Lt (Pair)	102.00	102.00
54-02-1100		1	-- Ground Lts, Cab, Supl'd w/Custom Chassis	0.00	0.00
54-03-1220		1	-- Ground Lts, Pump Panel, LED, Pr Whelen 3SC0CDCR	239.00	239.00
54-03-1420		1	-- Ground Lts, Mid Body, LED, Whelen 3SC0CDCR, Pair	239.00	239.00
54-03-1620		1	-- Ground Lts, Rr Step, LED, Whelen 3SC0CDCR, Pair	239.00	239.00
54-03-1820		1	-- Ground Lts, Bhnd Rr Wheels, LED, Whelen 3SC0CDCR, Pair	239.00	239.00
54-04-1999		1	-- Lt Swtch , Ground Lts w/ Park Brake	0.00	0.00
54-10-1450		2	Step Lt, Rr Tailboard, LED, Ea	58.00	116.00
54-11-1300	<	6	Wlkwy Lt, Roof, LED, Ea Three (3) each side of walkway	58.00	348.00
54-11-2100		1	Lt Swtch , Step/Wlkwy Lts Wired Park Brake Swtch	0.00	0.00
54-15-4610	S	6	Scene Lt, Fire Research, Spectra MAX, LED SPA260-Q20, Surface Mount	1432.00	8592.00
54-15-5100		1	-- Scene Lt Lctn, Left Side Of Cab	76.00	76.00
54-15-5200		1	-- Scene Lt Lctn, Right Side Of Cab	76.00	76.00
54-15-5500		2	-- Scene Lt Lctn, Left Side Of Bdy	0.00	0.00
54-15-5600		2	-- Scene Lt Lctn, Right Side Of Bdy	0.00	0.00
54-15-6494		1	-- 3-Way Cntrl Swtch, Left Scene Lts, Driver & Officer VISTA/Pmp Pnl	269.00	269.00
54-15-6594		1	-- 3-Way Cntrl Swtch, Right Scene Lts, Driver & Officer VISTA/Pmp Pnl	269.00	269.00
54-15-1290		2	-- Scene Lt, Whelen, M9LZC LED, w/Chr trim ring	579.00	1158.00
54-15-5700		2	-- Scene Lt Lctn, Rr Of Bdy	0.00	0.00
54-15-6694		1	-- 3-Way Cntrl Swtch, Rr Scene Lts, Driver & Officer VISTA/Pmp Pnl	269.00	269.00
54-15-6700		1	-- Scene Lt Swtch , Rr Scene Lts, Auto w/ Reverse	116.00	116.00
59-01-0000		1	Miscellaneous Wrn Lts	0.00	0.00
59-02-1110		1	-- Roto Ray Lt, Red-Clear-Blue, LED	2022.00	2022.00
		1	== EXT SA Pmpr/Tnkr Chassis Modifictns - 108.018 01/08/18 ==	0.00	0.00
10-01-1100		1	Vehicle Dimensions, Sngl Axle	0.00	0.00
10-02-1100		1	Label, Data, Fluid Levels	47.00	47.00
10-02-1200		1	Label, Data, Height x Length, Weight	47.00	47.00
10-02-1300		1	Label, Data, "No Ride" Rr Step	47.00	47.00
10-02-1400		1	Label, Data, Tire Pressure	47.00	47.00
10-02-2100		1	Label, Indicating Number of Seats	47.00	47.00
10-02-2500		1	Label, "Caution: Do Not Wear Helmet While Seated"	47.00	47.00
10-03-3102		1	Tow Devices, Supplied & Shipped Loose w/ Chassis, Install (Pair)	76.00	76.00
10-03-6020		1	Tow Plates (2), Rr Frame Rail, Under Step, 3/4"x3"ID	179.00	179.00

PART NO	S	QTY	DESCRIPTION	EACH	EXTENDED
80-43-2400		1	-- Painting, Tow Plates, Blk	0.00	0.00
10-04-0420		1	-- Front Bumpers, 4000, 2-Rib S/S 12"H, S/S Wings	0.00	0.00
10-05-4228		1	-- Frnt Bmpr, 4000, 2-Rib S/S 12"H, T/P Apron, S/S Wings, 28" Extnsn	2283.00	2283.00
10-04-2710		1	-- Bumper Cmpt, Center, Reel Cmpt	579.00	579.00
10-04-3160	S <	1	-- Bumper Cmpt Door, Alum T/P, Raised Style Lid slightly larger than reel so that it can also cover the right side of reel discharge swivel and also the left side of reel compressor air outlet.	209.00	209.00
10-04-3225		1	-- Bmpr Cmpt Lt, OSS Nt Axe 18" LED, Auto, w/Dr Opi Indctr, Ea	279.00	279.00
10-04-3460		2	-- Bumper Cmpt Door Gas Shock	96.00	192.00
10-06-1110		1	Whl Trim, S/S Hub/Lug Cvrs, Front/Rr, Sngl Axle	386.00	386.00
10-06-1602		1	Tire Pressure Indicator, Sngl Axle, Commanderm p/n RWTG1235	180.00	180.00
10-07-0100		1	-- Exhaust Supplied With Chassis	0.00	0.00
10-08-2100		1	Mud Flaps, Rr Whls, Blk, w/ Bdy	191.00	191.00
10-13-1199	S	1	-- Motors Supl'd Frame Work for Full Height/Width cmpt w/roll up doors	0.00	0.00
10-13-4200		1	-- Binder Storage Module, Cab, Custom Chassis, Rear Engine Tunnel, Three (3) 2"	360.00	360.00
10-13-3540		1	-- Exterior Finish, Cabinet, To Match Cab Interior	287.00	287.00
10-13-3550		1	-- Interior Finish, Cabinet, Natural	0.00	0.00
44-40-1500	S <	1	-- Ventilation System, Sabre-Vent, 120V Pwr'd, Rear Interi Cab Cmpt A powerful Sabre vent power compartment ventilation system shall be provided to circulate air through the entire rear cab wall gear compartment. The system shall consist of 120 volt AC powered fans to circulate and force fresh air into and out of the compartment with a 24 hour adjustable timer to control all of the ventilation fans. The compartment ventilation fans shall be connected to the shoreline power system and shall pull fresh air from the exterior of the compartment(s) and circulate air out of the compartment(s) as well.	2300.00	2300.00
10-18-6000		1	Cab Tilt Control, Cstm, Left Front Cmpt or Pump Panel	297.00	297.00
		1	== EXT Rear Mount Pumper Pump&Plumbing - 108.018 01/08/18 ==	0.00	0.00
20-24-2200		1	-- Pump, Waterous, CXK/C20, 1 Stage, Rr Mt	0.00	0.00
20-24-2120	S	1	-- Pump Flow Rtnng, Waterous, CXK/C20, 1250 GPM, RM	35798.00	35798.00
22-30-4302		1	-- Intk, Mstr, Gtd, 6" NST, 6" ELK Elec Vlv, Rr Ctr - Rr Mt, UBEC1 Cntrl	3720.00	3720.00
21-01-2500		1	-- Drain/Bleeder, IC Lift-Up, Mnl 1/4 Turn	118.00	118.00
22-40-7920		1	-- Adptr, Color Coded, 30 Deg, 6"F x 5" Storz	172.00	172.00
22-41-7220		1	-- Cap, 5" Storz, Color Coded, Lckng, w/Chain or Cable	85.00	85.00
20-26-2200		1	-- Pump Seal, Mech, Waterous	419.00	419.00
20-26-2400		1	-- Pump Impeller, Waterous, Flame Plated Hubs	415.00	415.00
20-26-2600		1	-- Pump Anode, Waterous, Removable	238.00	238.00
20-26-3050	<	1	-- Pump Manufacturer's Pneumatic Pump Shift Waterous air/air located on driver side of center Havis console	914.00	914.00
20-26-4400		1	-- Pump Primer, Waterous, VPO, Oil Less, Elec, Push Button	1565.00	1565.00

PART NO	S	QTY	DESCRIPTION	EACH	EXTENDED
27-10-3400		1	-- Pressure Gvrnr, FRC, In-Cntrl, w/Bdy, TGA300	2919.00	2919.00
		1	STAINLESS STEEL PUMP PLUMBING *	0.00	0.00
21-00-2000		1	-- Screens/Anodes, Pump	144.00	144.00
21-00-3300		1	-- Piping, Stnls Stl - 1250 GPM & Up	794.00	794.00
21-01-0200		1	-- Pump Drain, Master, Manifold, Push Pull Type	344.00	344.00
21-01-5500		1	-- Intk Manifold, Stnls Stl	728.00	728.00
21-01-6500		1	-- Dschg Manifold, Stnls Stl	728.00	728.00
21-01-7100		1	-- Painting, Pump & Piping, Silver	648.00	648.00
21-01-8100		1	-- Threads, National Hose (NST)	0.00	0.00
22-51-5400		1	-- Tank-To-Pump, Water Tank, 3" Vlv/4" Piping, Rr Mt	1411.00	1411.00
22-50-0100		1	-- Single Tank to Pump Control - Pump Operator's Panel	0.00	0.00
24-62-2320		1	-- Vlv Mfger, ELK, (3"), Electric	1248.00	1248.00
22-55-5800		1	-- Intk Vlv Cntrl, ELK, 3" Elec, UBEC1	721.00	721.00
23-02-1300		1	-- Tank Fill/Cooling Line, Water Tank, 2"	499.00	499.00
24-62-2220		1	-- Vlv Mfger, ELK, (2"), Electric	1062.00	1062.00
22-55-5600		1	-- Intk Vlv Cntrl, ELK, 2" Elec, UBEC1	721.00	721.00
20-30-3500		1	-- Pump Instln, Rr Mt Split-Shaft, By Bdy Bldr	4589.00	4589.00
20-31-1000		1	Fire Pump Testing - Pumpers/Tankers	0.00	0.00
20-31-1100		1	-- Pump Test, Pumper, UL	1208.00	1208.00
20-31-1500		1	-- Pump Test, Label	82.00	82.00
20-31-3200		1	Dump-Relief Vlv, Suction Side, ELK #40, NST	732.00	732.00
20-31-4110		1	Pump Cooler, Bypass-To-Tank, 3/8", IC Mini-Twist Handle	226.00	226.00
20-31-5110		1	Heat Exchanger, Engine, Hook-Up Only, IC Mini-Twist Handl	218.00	218.00
22-30-1100		1	Intk, Gtd, 2-1/2", Rr Left Side, Rr Mt	831.00	831.00
21-01-2502		1	-- Drain/Bleeder, IC Lift-Up, Mnl 1/4 Turn - Spec Only	118.00	118.00
22-41-1120		1	-- Plug, 2-1/2", Color Coded, Rocker Lug, w/Chain	54.00	54.00
24-62-2250		1	-- Vlv Mfger, ELK (2-1/2"), Manual, Swing Type, Adjacent Control	244.00	244.00
22-55-5020		1	-- Intk Vlv Cntrl, ELK, Mnl Swing Type-Adjacent	176.00	176.00
23-14-4200	<	1	-- Dschg, 2-1/2", Front RH Bumper, Swivel, NST No hosewell, just plumbed up next to the right of the hose reel under the raised lid reduced down to 1 1/2"	2905.00	2905.00
21-01-2200		1	-- Drain/Bleeder, Class 1, Automatic	116.00	116.00
23-05-9200		1	-- Hose Connection, Abv Frnt Bmpr, Swivel	0.00	0.00
24-01-2400		1	-- Adptr, Reducing, 2-1/2" NST F x 1-1/2" NST M, Chrome	72.00	72.00
24-61-2270		1	-- Vlv Mfger, ELK, (2-1/2"), Electric	1067.00	1067.00
24-54-3120		1	-- Vlv Cntrl, ELK, 2-1/2" Elec UBEC2 Pres Mtr	1218.00	1218.00
27-03-9100		1	-- Meter, Pressure, English, PSI	0.00	0.00
23-16-1100	S <	1	-- Speedlay Dschg, (1) 1-1/2", Front of Bdy, NST In addition to the one (1) plumbed speedlay there will be a 2 1/2" deadlay hose tray cartridge located ahead of the 1 3/4" speedlay. This hose cartridge is to have capacity for 300' of 2 1/2" hose. There will be no plumbing for this 2 1/2" hose tray.	2370.00	2370.00
21-01-2202		1	-- Drain/Bleeder, Class 1, Automatic - Spec Only	116.00	116.00
23-16-8100	<	3	-- Speedlay, 1-3/4", Removable Hose Tray, Alum Single stack hose tray for 150' of 1 3/4" hose with 1 spare tray for it.	325.00	975.00
			The third cartridge is for the specified 2 1/2" deadlay. No		

PART NO	S	QTY	DESCRIPTION	EACH	EXTENDED
			spare tray is desired for this deadlay so a total of three trays.		
24-61-2220		1	-- Vlv Mfger, ELK, (2"), Electric	1024.00	1024.00
24-54-3020		1	-- Vlv Cntrl, ELK, 2" Elec UBEC2 Pres Mtr	1218.00	1218.00
27-03-9100		1	-- Meter, Pressure, English, PSI	0.00	0.00
23-16-2100	S <	1	-- Speedlay Deadlay for 2-1/2" Hose, Ahead of 1 1/2"	882.00	882.00
			Speedlay		
			This is to be a deadlay ahead of the 1 1/2" speedlay with no plumbing		
23-20-2100		1	Dschg, 2-1/2", Rr Center Pump Panel, Left Side, NST	916.00	916.00
21-01-2500		1	-- Drain/Bleeder, IC Lift-Up, Mnl 1/4 Turn	118.00	118.00
24-02-1212		1	-- Elbow, 2-1/2"F x 2-1/2" NST M, Color Coded	136.00	136.00
24-03-1420		1	-- Cap, 2-1/2", NST Color Coded, Rocker Lug, w/Chain	51.00	51.00
24-61-2270		1	-- Vlv Mfger, ELK, (2-1/2"), Electric	1067.00	1067.00
24-54-3120		1	-- Vlv Cntrl, ELK, 2-1/2" Elec UBEC2 Pres Mtr	1218.00	1218.00
27-03-9100		1	-- Meter, Pressure, English, PSI	0.00	0.00
23-20-3200	S <	1	Dschg, 3", Rr Center Pump Panel, Center, NST Center	1116.00	1116.00
21-01-2500		1	-- Drain/Bleeder, IC Lift-Up, Mnl 1/4 Turn	118.00	118.00
24-02-2520		1	-- Elbow, Color Coded, 5" Storz x 3"F	159.00	159.00
24-03-2220		1	-- Cap, Color Coded, 5" Storz, w/Cable	85.00	85.00
24-61-2320		1	-- Vlv Mfger, ELK, (3"), Electric	1209.00	1209.00
24-54-3220		1	-- Vlv Cntrl, ELK, 3" Elec UBEC2 Pres Mtr	1218.00	1218.00
27-03-9100		1	-- Meter, Pressure, English, PSI	0.00	0.00
23-20-2300		1	Dschg, 2-1/2", Rr Center Pump Panel, Right Side, NST	916.00	916.00
21-01-2500		1	-- Drain/Bleeder, IC Lift-Up, Mnl 1/4 Turn	118.00	118.00
24-02-1212		1	-- Elbow, 2-1/2"F x 2-1/2" NST M, Color Coded	136.00	136.00
24-03-1420		1	-- Cap, 2-1/2", NST Color Coded, Rocker Lug, w/Chain	51.00	51.00
24-61-2270		1	-- Vlv Mfger, ELK, (2-1/2"), Electric	1067.00	1067.00
24-54-3120		1	-- Vlv Cntrl, ELK, 2-1/2" Elec UBEC2 Pres Mtr	1218.00	1218.00
27-03-9100		1	-- Meter, Pressure, English, PSI	0.00	0.00
24-30-5800	<	1	-- Hose Reel, HAN, Frnt Bmpr, Alum	2437.00	2437.00
			Reel cover is specified in bumper modification section		
24-31-2100		1	-- Hose Reel, Rwnd Cntrl, Weatherproof Push Button	109.00	109.00
24-32-1600		1	-- Dschg, Hose Reel, 2"	638.00	638.00
21-01-2500		1	-- Drain/Bleeder, IC Lift-Up, Mnl 1/4 Turn	118.00	118.00
24-32-1700		1	-- Dschg, Hose Reel, Plmbd to Normal Pressure	0.00	0.00
24-61-2220		1	-- Vlv Mfger, ELK, (2"), Electric	1024.00	1024.00
24-54-3020		1	-- Vlv Cntrl, ELK, 2" Elec UBEC2 Pres Mtr	1218.00	1218.00
27-03-9100		1	-- Meter, Pressure, English, PSI	0.00	0.00
24-33-1500	S <	2	-- Hose, Water, Neidner Reel-Tex, 1 1/2" x 50-ft 100' of Neidner Reel-Tex 1 1/2" hose in 50' lengths	532.00	1064.00
24-33-8000		1	-- Nzl, Mtg, Hose Reel	84.00	84.00
24-33-9080		1	-- Roller, Hose Reel, Front	267.00	267.00
27-37-3150		1	-- Air Blow Out, Hose Reel, Chassis Air, Mnl 1/4 Turn Vlv	416.00	416.00
25-06-3100		1	-- Foam Sys, F/PRO 2001, Cls A/B, 2.6G, 12V S105-200	9772.00	9772.00
25-20-1200		1	-- Foam Plmbg, Sngl Class A Tank, 1" Mnl Vlv	149.00	149.00
25-21-1500		1	-- Foam Tank, Intgrl Poly, 30 Gal, Class A	702.00	702.00
25-22-9300		1	-- Foam Tank, UPF	0.00	0.00
25-23-1000		1	-- Foam Tank Drain, 1" Gate Vlv, Under Tank	225.00	225.00
27-36-1100		1	-- Foam Tank Gauge, FRC TankVision Pro 300, Class A, Pump Panel #WLA360-A00	684.00	684.00
25-19-9000		1	-- Foam System, NFPA #1901, Install Standards	0.00	0.00

PART NO	S	QTY	DESCRIPTION	EACH	EXTENDED
		1	== EXT Rear Mount Pumper Pump Cmpt - 108.018	0.00	0.00
			01/08/18 ==		
26-40-1500	S <	1	Pump Enclsr, Specs, Rr Mt, EXT The rear pump / panel is to be located set back behind the rear of body roll up door.	10579.00	10579.00
26-40-2200		1	-- Pump Panel Lctn, Rr Mt, LH Side Bhnd Rr Whls	1649.00	1649.00
26-40-4300		1	-- Pump Cntrl Panel Enc Door, Rr Mt, Left Side, Roll Up	0.00	0.00
26-40-3900		1	Pump Cntrl Panel, Rr Mt, LogicColor	1106.00	1106.00
26-40-5100		1	Pump Access Dr, Rr Mt, Upper Rr, Stnls Stl	923.00	923.00
26-40-5500	S <	1	Lower Pump Access Panel, Rr Mt, Thumb Latches The lower portion of the rear center pump panel shall be removable with thumb latches when the elbows, adaptors and caps etc. are removed.	354.00	354.00
26-50-1200	<	1	Heater, Pump Enc, 30,000BTU, w/Swtch on Pmp Oprtr's Pnl Seal up pump area underneath as best possible for heat retention.	529.00	529.00
26-50-3300		1	Heat Pan, Pump Enc, Rr Mnt, Removable	1149.00	1149.00
26-55-1100		1	Labels, Test Data and Safety Placards	82.00	82.00
26-55-2410		1	Labels, IC Color Coded, EXT	400.00	400.00
26-56-1430		1	Pump Panel Lts (2), Rr Mt, (2) Grote #01-61F8-70 Low Profile LED	133.00	133.00
26-56-2000		1	Pump Panel Lt (1), Actuated w/Pump Engagement	109.00	109.00
27-01-2500		1	-- Mstr Gauges, IC, 6" PSI, Pr	718.00	718.00
27-01-4100		1	Gauge, Test Taps	65.00	65.00
27-35-1100		1	Water Tank Gauge, FRC, TankVision Pro 300, Pump Panel WLA300-A00	547.00	547.00
27-37-1100		1	Air Horn, Push Button, Pump Panel	192.00	192.00
		1	== EXT HLF / HRF SA Rear Mount Pmpr - 108.018	0.00	0.00
			01/08/18 ==		
25-28-1160	S	1	Water Tank, 750 Gal, Pmpr/Tnkr , Poly, Rect	10911.00	10911.00
25-42-1100		1	-- Water Tank, Base Specs, Poly	0.00	0.00
25-42-1200		1	-- Water Tank, Manufacturer, UPF, Poly	0.00	0.00
25-44-1700		1	-- Water Tank, Fill Tower, 10" x 10", EXT	0.00	0.00
25-50-1400		1	-- Water Tank Clean-out & Plug, 3"	0.00	0.00
29-00-2120	S	1	Hosebed, Pmpr, >168" L, HD, 39" Wide - EXT	1286.00	1286.00
29-10-2050		1	Hosebed, Grating, Extrd Alum, >168" Long - EXT	0.00	0.00
29-10-5020		1	Hosebed Storage Cpcty, EXT	0.00	0.00
29-10-5090		1	-- Hosebed, Strge Cpcty, 30 Cubic Feet, Minimum	0.00	0.00
29-10-6000		5	-- Hosebed, Strge Cpcty 5" LDH SJ Rubber (100-ft)	0.00	0.00
29-10-8550	S	1	Hosebed, Partition, Front of Hosebed, Less than 48" - EXT	274.00	274.00
29-20-6450	S <	1	Hosebed Cvr, Alum T/P, >168" L, 37-48" Wide - EXT The hosebed cover will be a single hinged cover hinged on the driver side with breaks as necessary for reinforcement and also reinforcements under the cover as it will serve as both a walk way and hosebed cover. Heavy gas assist shocks will be provided to make it easy for one person to lift the walkway/cover from the rear of the truck via the handrail mounted on the rear of it.	3616.00	3616.00

PART NO	S	QTY	DESCRIPTION	EACH	EXTENDED
29-20-6650		1	-- Mnl Operation, Hosebed Cvr, Alum T/P	0.00	0.00
29-20-7325		2	-- Hsbd Cvr Lt, OSS Access, 36" LED Tube Lt, Ea	160.00	320.00
29-20-7800	S <	1	-- Rr Heavy Duty D&S Vinyl Flaps with Chevron for Alum Cvr D&S brand vinyl flap with red/green amber weighted at the bottom and also provided with easy access retention stretch cords and hooks.	274.00	274.00
29-20-5604		1	-- Vinyl Color, CUSTOM COLOR	0.00	0.00
30-01-2020	S	1	Bdy Const - Rosenbauer EXT - SA RrMt Pumper	27943.00	27943.00
30-01-2250		1	-- Electrolysis Corrosion Cntrl	102.00	102.00
30-01-3460		1	-- Side Body Height, EXT-SA RrMt Pmpr, 106" (Commander 24" RR)	6372.00	6372.00
30-02-1920		1	-- Side Body Header, Alum, Pntd, Sngl Axle, EXT	1129.00	1129.00
44-05-1200		1	-- Whl Well Panel, Alum, Pntd, Sngl Axle	870.00	870.00
44-06-4320		1	-- Fenderette, Polished Stainless Steel, EXT	476.00	476.00
30-10-1520		1	-- Sub-Frame, EXT, SA RrMt Pmpr	3153.00	3153.00
31-01-6072	S	1	100" OAW, 24" Full Dpth Bth Sides, Trnsvrs Frnt, HL/HR	1399.00	1399.00
31-01-6434	S	1	Pntd Roll Up Drs, Outside Cmpt, HL/HR, 242" RrMt Bdy	3647.00	3647.00
30-02-1600		1	-- Drs, Roll-Up, Outside Cmpt, Specs, EXT	0.00	0.00
30-02-1260		7	-- Dr Strap, EZ-Pull Down, Ea	49.00	343.00
31-01-6400	S	1	-- Bdy, Rosenbauer EXT, RrMt Pmpr , 228"	16393.00	16393.00
32-05-4200	S	1	-- Cmpt Height, 106" High Left, High Side, RrMt Pmpr	4996.00	4996.00
32-05-6984	S	1	-- Ahd Rr Whls, 48"/54" Two (2) Full Ht Cmpts, Pntd RUO Cmpt	524.00	524.00
32-05-5262	S <	1	-- Frnt of Bdy-48" Full Ht Cmpt-Pntd Roll Up Outside Cmpt Horizontal transverse Stokes, backboards and Little Giant ladder mounts are in the upper rearward portion of this L1 compartment and R1 compartment and specified later herein.	1889.00	1889.00
44-40-1020		2	-- Vents, Cmpts, Louvers (Ea)	37.00	74.00
45-15-1200	S <	1	-- Divider, Vert, Bolt-In, 3/16" Alum Vertical divider to be full width of chassis frame rails and set back 21" from forward wall just ahead of speedlays to be provided proper retention for department supplied ice sled.	392.00	392.00
45-30-1700		1	-- Turtle Tile, Floor, Cmpt, Frnt of Bdy (1/4 depth)	104.00	104.00
55-01-3390		1	-- Cmpt Lt, Wall, OSS Access, 54" LED Tube Lt, (2) Ea Cmpt	382.00	382.00
55-06-1100		1	-- Cmpt Lt, Dr Swtch, Auto, Ea	102.00	102.00
32-05-6262	S <	1	-- Ahd Rr Whls-54" Full Ht Cmpt-Pntd Roll Up Outside Cmpt 54"	2069.00	2069.00
44-40-1020		2	-- Vents, Cmpts, Louvers (Ea)	37.00	74.00
45-02-4100	<	2	-- Shelf, Adjust, Alum 3/16", EXT Ahead of vertical divider	200.00	400.00
45-30-1125		2	-- Turtle Tile, Shelves/Trays, 1/4 Depth, (each)	104.00	208.00
45-06-2100	S <	1	-- Slide Tray, 500#, Alum 3/16" (1/4 Dpth), EXT Slidemaster tray as wide as possible on floor ahead of vertical divider. Tray will have lip broken down on the front of it as department will be mounting their own supplied tool box on this slide out.	685.00	685.00

PART NO	S	QTY	DESCRIPTION	EACH	EXTENDED
80-76-0110		1	-- Reflective Stripe, Red/White, Trays/Toolboards, Ea	45.00	45.00
45-15-1200	<	1	-- Divider, Vert, Bolt-In, 3/16" Alum Set back 35" from forward wall	227.00	227.00
45-19-3400	<	1	-- GearGrid, Roll Out, Tool Grid in rearward portion of compartment	1643.00	1643.00
45-26-5200	S <	3	-- Strge Box, Poly Plastic, 11"W x 8"D x 22"L (3) 11"W x 8"D x 22"L to fit on upper shelf	254.00	762.00
45-26-5700	S <	1	-- Strge Box, Poly Plastic, 33"W x 10"D x 22"L 33"W x 10"D x 22"L Sized to fit on lower shelf	303.00	303.00
55-01-3390		1	-- Cmpt Lt, Wall, OSS Access, 54" LED Tube Lt, (2) Ea Cmpt	382.00	382.00
55-06-1100		1	-- Cmpt Lt, Dr Swtch, Auto, Ea	102.00	102.00
32-05-7053		1	-- Abv Rr Whls-60" Sngl Cmpt, No Hyd Rack-Pntd RU Outside Cmpt	1565.00	1565.00
44-40-1020		2	-- Vents, Compts, Louvers (Ea)	37.00	74.00
45-02-4100		1	-- Shelf, Adjust, Alum 3/16", EXT	200.00	200.00
45-30-1125		1	-- Turtle Tile, Shelves/Trays, 1/4 Depth, (each)	104.00	104.00
45-15-1200		1	-- Divider, Vert, Bolt-In, 3/16" Alum	227.00	227.00
45-30-1900		1	-- Turtle Tile, Floor, Cmpt, Uppr Hgh Sde (up to 1/4 depth)	116.00	116.00
55-01-3370		1	-- Cmpt Lt, Wall, OSS Access, 30" LED Tube Lt, (2) Ea Cmpt	235.00	235.00
55-06-1100		1	-- Cmpt Lt, Dr Swtch, Auto, Ea	102.00	102.00
32-05-8162	S <	1	-- Bhd Rr Whls-60" Full Ht Cmpt-Pntd Roll Up Outside 60"	2011.00	2011.00
44-40-1020		2	-- Vents, Compts, Louvers (Ea)	37.00	74.00
45-26-7000	<	1	-- === C-Tech Storage Modules === The selected width of the module must be at least 1" less than the width available within the compartment. The sum of the drawer heights must be at least 2-1/2" less than the height available within the compartment. Specify drawer heights in order from top to bottom. Do Not change the quantity of drawer height options.	0.00	0.00
45-26-7320	S	1	-- Mobile Storage System, C-Tech, 2-Drwr, 18"-26"D x 50"W	2253.00	2253.00
45-26-7844	S	1	-- Module Width, 50"	0.00	0.00
45-26-7970		2	-- Drawer Ht, 10"	0.00	0.00
55-01-3390		1	-- Cmpt Lt, Wall, OSS Access, 54" LED Tube Lt, (2) Ea Cmpt	382.00	382.00
55-06-1100		1	-- Cmpt Lt, Dr Swtch, Auto, Ea	102.00	102.00
32-06-4200	S	1	-- Cmpt Height, 106" High Right, High Side, RrMt Pmpr	4996.00	4996.00
32-06-6984	S	1	-- Ahd Rr Whls, 48"/54", Two (2) Full Ht Cmpts, Pntd RUO Cmpt	524.00	524.00
32-06-5262	S <	1	-- Frnt of Bdy-48" Full Ht Cmpt-Pntd Roll Up Outside Cmpt 48"	1889.00	1889.00

PART NO	S	QTY	DESCRIPTION	EACH	EXTENDED
44-40-1020		2	-- Vents, Compts, Louvers (Ea)	37.00	74.00
45-05-4100	S <	1	-- Slide Out Floor Dry Hopper	974.00	974.00
			Slide out floor dry hopper provided on floor in forward portion of compartment to fit just under forward transverse area and partially under forward speedlay. Hopper to be 24" wide and full depth. Designed identical to Oakdale Commander engine floor dry hopper.		
80-76-0110		1	-- Reflective Stripe, Red/White, Trays/Toolboards, Ea	45.00	45.00
45-25-1500	<	1	-- Backboard Mtg, (2)Horz, With Runners Transverse with retention straps each side.	592.00	592.00
45-25-5200	<	1	-- Stokes Basket Mtg, Horz Transverse with retention straps each side.	592.00	592.00
45-25-5500	S <	1	-- Little Giant Ladder Mtg, Horz Transverse with retention straps each side for Little Giant ladder.	592.00	592.00
45-30-1700		1	-- Turtle Tile, Floor, Cmpt, Frnt of Bdy (1/4 depth)	104.00	104.00
55-01-3390		1	-- Cmpt Lt, Wall, OSS Access, 54" LED Tube Lt, (2) Ea Cmpt	382.00	382.00
55-06-1100		1	-- Cmpt Lt, Dr Swtch, Auto, Ea	102.00	102.00
32-06-6262	S <	1	-- Ahd Rr Whls-54" Full Ht Cmpt-Pntd Roll Up Outside Cmpt 54"	2069.00	2069.00
44-40-1020		2	-- Vents, Compts, Louvers (Ea)	37.00	74.00
45-02-4100		2	-- Shelf, Adjust, Alum 3/16", EXT	200.00	400.00
45-30-1125		2	-- Turtle Tile, Shelves/Trays, 1/4 Depth, (each)	104.00	208.00
45-15-1200	<	1	-- Divider, Vert, Bolt-In, 3/16" Alum Set 20" ahead of rearward wall	227.00	227.00
45-19-3400		1	-- GearGrid, Roll Out, Tool Grid	1643.00	1643.00
45-30-1800		1	-- Turtle Tile, Floor, Cmpt, Ahd Rr Whls (1/4 depth)	104.00	104.00
55-01-3390		1	-- Cmpt Lt, Wall, OSS Access, 54" LED Tube Lt, (2) Ea Cmpt	382.00	382.00
55-06-1100		1	-- Cmpt Lt, Dr Swtch, Auto, Ea	102.00	102.00
32-06-7053		1	-- Abv Rr Whls-60" Sngl Cmpt w/o Hyd Rack-Pntd RU Outside Cmpt	1698.00	1698.00
44-40-1020		2	-- Vents, Compts, Louvers (Ea)	37.00	74.00
45-02-4100		1	-- Shelf, Adjust, Alum 3/16", EXT	200.00	200.00
45-30-1125		1	-- Turtle Tile, Shelves/Trays, 1/4 Depth, (each)	104.00	104.00
45-26-3100	<	6	-- Air Bag Strge Module, Alum, (1) Bag Vertical in forward portion of compartment	122.00	732.00
45-30-1900		1	-- Turtle Tile, Floor, Cmpt, Uppr Hgh Sde (up to 1/4 depth)	116.00	116.00
55-01-3370		1	-- Cmpt Lt, Wall, OSS Access, 30" LED Tube Lt, (2) Ea Cmpt	235.00	235.00
55-06-1100		1	-- Cmpt Lt, Dr Swtch, Auto, Ea	102.00	102.00
32-06-8162	S <	1	-- Bhd Rr Whls-60" Full Ht Cmpt-Pntd Roll Up Outside 60"	2011.00	2011.00
44-40-1020		2	-- Vents, Compts, Louvers (Ea)	37.00	74.00
45-02-4100		2	-- Shelf, Adjust, Alum 3/16", EXT	200.00	400.00

PART NO	S	QTY	DESCRIPTION	EACH	EXTENDED
45-30-1125		2	-- Turtle Tile, Shelves/Trays, 1/4 Depth, (each)	104.00	208.00
45-06-2100		1	-- Slide Tray, 500#, Alum 3/16" (1/4 Dpth), EXT	685.00	685.00
45-30-1125		1	-- Turtle Tile, Shelves/Trays, 1/4 Depth, (each)	104.00	104.00
80-76-0110		1	-- Reflective Stripe, Red/White, Trays/Toolboards, Ea	45.00	45.00
55-01-3390		1	-- Cmpt Lt, Wall, OSS Access, 54" LED Tube Lt, (2) Ea Cmpt	382.00	382.00
55-06-1100		1	-- Cmpt Lt, Dr Swtch, Auto, Ea	102.00	102.00
33-60-2120		1	Rr Bdy, Flat Back, RrMt Pumper, EXT	0.00	0.00
32-08-5200	S <	1	-- Rr Center Pump Cmpt - Full Height Roll Up Plumbing for rear mount pump located behind roll up door. The rear center of body recessed pump discharge / inlet panel shall be located behind a satin finish roll up door that will be covered by reflective chevron as specified later herein.	2770.00	2770.00
55-01-3290		1	-- Cmpt Lt, Wall, OSS Night Axe, 54" LED Tube Lt, (2) Ea Cmpt	553.00	553.00
55-06-1100		1	-- Cmpt Lt, Dr Swtch, Auto, Ea	102.00	102.00
		1	COMPARTMENT STORAGE PROVISIONS	0.00	0.00
33-61-1320		1	-- Rr Step, EXT Bdy, Bolt-On, 12"	966.00	966.00
38-90-2014		1	-- Access Ladder, Rosenbauer EZ Climb, Right Rr, 14" Wide	1124.00	1124.00
33-70-1433		1	-- Handrail, Alum, Lighted, White LED, EZ-Climb Ladder 60", Pair	495.00	495.00
54-10-1312		2	-- Step Lt, Access Ladder, OSS Access, 8" LED , Plshd Bzl, Ea	111.00	222.00
44-11-5150		1	Whl Well Cmpt, Ahd of Whls Left Side, EXT	0.00	0.00
44-10-2600		1	-- Whl Well Cmpt, Triple SCBA Tube, Brshd S/S Dr	749.00	749.00
44-11-5350		1	Whl Well Cmpt, Bhnd Whls Left Side, EXT	0.00	0.00
44-07-1700		1	-- Fuel Fill Door Assy, BSST, Poly Pckt, LH Whl Wll Pnl, (Fire Shopp)	370.00	370.00
44-10-2200		1	-- Whl Well Cmpt, Dual SCBA Tube, Brshd S/S Dr	489.00	489.00
44-11-5550		1	Whl Well Cmpt, Ahd of Whls Right Side, EXT	0.00	0.00
44-10-2600		1	-- Whl Well Cmpt, Triple SCBA Tube, Brshd S/S Dr	749.00	749.00
44-11-5750		1	Whl Well Cmpt, Bhnd Whls Right Side, EXT	0.00	0.00
44-10-2600		1	-- Whl Well Cmpt, Triple SCBA Tube, Brshd S/S Dr	749.00	749.00
44-17-5200	S <	1	-- Roof Cmpt, Left Side, Two, 25"W x 25"D x <96"L, EXT One compartment with two lids	5187.00	5187.00
44-25-2530		1	-- Divider, (3) Roof Compts, Side to Side, 24", EXT	441.00	441.00
45-30-2400		2	-- Turtle Tile, Floor, Roof Compts, <90"L	153.00	306.00
55-04-3345		2	-- Cmpt Lt, Dr, OSS Access, 62" LED Tube Lt, Ea	210.00	420.00
55-06-1100		2	-- Cmpt Lt, Dr Swtch, Auto, Ea	102.00	204.00
44-19-5200	S <	1	-- Roof Cmpt, Right Side, Two, 25"W x 25"D x <96"L, EXT W / Rr Step Landing Area One compartment with two lids Stop short at rear to create landing area for EZ Climb ladder which will transition directly onto walkway.	5187.00	5187.00
44-25-2530		1	-- Divider, (3) Roof Compts, Side to Side, 24", EXT	441.00	441.00
45-30-2400		2	-- Turtle Tile, Floor, Roof Compts, <90"L	153.00	306.00
55-04-3345		2	-- Cmpt Lt, Dr, OSS Access, 62" LED Tube Lt, Ea	210.00	420.00
55-06-1100		2	-- Cmpt Lt, Dr Swtch, Auto, Ea	102.00	204.00
44-30-2202		1	-- Roof Access, Landing Area, Left Rear, 24"W x 20"L x 15"D	559.00	559.00

PART NO	S	QTY	DESCRIPTION	EACH	EXTENDED
54-11-1500		1	-- Wlkwy Lt, Access Landing, Rcscd, LED, One (1)	78.00	78.00
54-11-2102		1	-- Lt Swtch, On w/ Park Brake or Grnd Lts	0.00	0.00
90-10-1300	<	1	Ladder, Velocity (Little Giant), 9-15' Alum, Model 15417-001 Mounted in the L1/R1 transverse compartment as per drawing. See QW option 45-25-5500 for mounting provisions	524.00	524.00
		1	== EXT Pmpr/Tnkr Common Body Parts - 108.018 01/08/18 ==	0.00	0.00
44-01-1400		1	-- Bdy Trim, Frnt Bdy, Ht of Side Cmpts, Alum T/P	185.00	185.00
44-01-4020		1	-- Bdy Trim, Rr Bdy, Smooth Alum for Chevron Stripe, EX	452.00	452.00
44-07-4200		1	-- Fuel Tank, Removable Access Panel	102.00	102.00
33-62-4200		1	-- Step, Fldg, Rear, Right Hand, Integral LED Lts	162.00	162.00
33-70-1301	S <	1	-- Handrail, Alum, Lighted, White LED, Rr Step, Vert, 48", One Left Only one on left rear	325.00	325.00
33-70-2101	S <	1	-- Handrail, Alum, Lighted, White LED, On Hosebed Cover Horz, 36" Mounted on the hosebed cover/false floor	266.00	266.00
33-70-3101		1	-- Handrail, Alum, Lighted, White LED, Top of Bdy Sides, Rr, 12", Pair	367.00	367.00
44-02-1120		1	-- Rub Rails, Lwr Bdy, EXT, Extrd Alum	442.00	442.00
		1	== EXT Pmpr/Tnkr - AC Electrical System - 108.018 01/08/18 ==	0.00	0.00
60-15-1100		1	-- Gnrtr, Onan Hyd, 6KW, 120/240V, 60 Hz, 1 PH, CMHG	10559.00	10559.00
60-20-3600		1	-- Gnrtr Install, Fxd, Hyd Driven, Base Specs	0.00	0.00
60-20-4100		1	-- Circuit Breaker Box, 6 to 8KW, 1 PH	902.00	902.00
60-20-5100		1	-- Gnrtr Breaker Lctn, Side Cmpt	0.00	0.00
60-20-7100		1	-- Gnrtr Instrmnt Panel Lctn, Side Cmpt	0.00	0.00
60-15-9300	S <	2	-- Gnrtr, Hyd, Engage By PTO Swtch in Cab and Pump Panel Single generator PTO and Excite switch in cab and at pump panel 3 way option	192.00	384.00
60-20-1300		1	-- Gnrtr Mtg, Top of Bdy	225.00	225.00
60-20-8300		1	-- Gnrtr Wiring, Combo, SO & THHN	133.00	133.00
60-25-1400	S <	1	-- Rcptcl, 120V, 20 Amp, Strght Bld, Duplex In left front upper body compartment for plugging in specified compressor. Outlet to have a switch at the pump panel that will excite power to the outlet to turn on the compressor when generator is engaged.	226.00	226.00
60-30-3300		1	-- Rcptcl Lctn, Roof, Upper Bdy, Cmpt, Ea	136.00	136.00
60-25-9610	<	3	Shore Power Strip, 120V, 15 Amp, 4-Plug Strip Rcptcl, MN One located on rearward wall of R4 for extrication battery charging etc. Two others to be located at pre construction conference.	267.00	801.00
61-01-1550		1	Cable Reels, Provd'd by Bdy Bldr	0.00	0.00
61-01-3100		1	-- Cable Reel, Hannay ECR1600, Elec Rwnd, 120V 50A 3 Wire	1145.00	1145.00
61-02-1750		1	-- Cable Reel Lctn, Left Side, Over Whl Cmpt, Upper	310.00	310.00
61-03-3400		1	-- Cable, Elec, 120V, 200' 10/3 Bk	327.00	327.00
61-04-7200		1	-- Cable Rcptcl, 120V L5-20R, 3-Prong, Twst Lck	100.00	100.00

PART NO	S	QTY	DESCRIPTION	EACH	EXTENDED
61-04-9100		1	-- Ball Stop, Cable, Orange	51.00	51.00
61-05-1120		1	-- Jct Box, AKR, (4)120V 5-20R SB, L5-20P Pgtl, Gray	454.00	454.00
61-05-4000		1	-- Jct Box, Holder, Brushed Alum	122.00	122.00
61-04-8200		1	-- Roller Assy, Cable Reel, 4-Way, SS Rollers	122.00	122.00
64-20-1300		1	Lt Tower Mtg, Hrzntl, Top of Apparatus Bdy	325.00	325.00
64-12-1106		1	-- Lt Tower, Knight, KL415A-FX, FRC Spectra Max, (6)-335W 120V	25942.00	25942.00
64-13-6010		1	-- Controls, Mtg, Light Tower, Left Front Compt	0.00	0.00
64-13-9100		1	-- BackLt, CL, and KL Series	1588.00	1588.00
		1	== EXT Pmpr/Tnkr - Equipment Systems - 108.018 01/08/18 ==	0.00	0.00
77-07-1100	S <	1	110V Air Compressor Truck Mount W/ 2 Outlets Furnish and install an Ingersoll Rand SS3J2WB 115V 30 gallon capacity air compressor plumbed to two (2) remote locations air outlets. Compressor to be mounted in the forward portion of the drivers side front upper body compartment with positive hold down mounts to allow for removal of unit if necessary. The compressor will be plumbed to a front bumper quick connect air outlet located to the left of the specified hose reel under the reel cover and on the lower left rear on the rear center pump panel next to the discharge drains both outlets properly labeled. An outlet specified herein will be located near the compressor and will have a switch to power the outlet at the pump panel.	2248.00	2248.00
10-19-6000	S <	2	-- Air Outlet, Mnl, Cab Exterior, Front Bumper & Rear Pum Compt The compressor will be plumbed to a front bumper quick connect air outlet located to the left of the specified hose reel under the reel cover and on the lower left rear on the rear center pump panel next to the discharge drains both outlets properly labeled	238.00	476.00
77-10-7600		1	Winch, Warn, Elec, Prtbl, 9,500#, 9.5cti Multi-mount P/N 85760	2015.00	2015.00
77-10-8300	<	1	Rcv'r, Frnt, Winch/Rope, 9,000# Offset to passenger side of hose reel tub.	734.00	734.00
77-10-7710		1	-- Winch Power Rcptcl, Warn, 12V, Quick Disconnect, Ea	253.00	253.00
77-10-8600		1	Rcv'r, Rr, Winch/Rope/Trailer, 9,000#	729.00	729.00
77-10-7710		1	-- Winch Power Rcptcl, Warn, 12V, Quick Disconnect, Ea	253.00	253.00
77-11-0800		1	-- Trailer Hitch Pwr Plug, 12V, 7 Pin	360.00	360.00
77-10-9200		1	Rcv'rs, Bdy Side, Winch/Rope, 9,000# w/Rcv'r, (1) Ea Side	1224.00	1224.00
77-10-7710		2	-- Winch Power Rcptcl, Warn, 12V, Quick Disconnect, Ea	253.00	506.00
77-26-9100		3	Hyd Tool Mounting, Basic, Ea	305.00	915.00
		1	== EXT SA Pmpr/Tnkr - Pnt/Ltr/Str - 108.018 01/08/18 ==	0.00	0.00
80-05-5200		1	Bdy Paint, Pmpr/Tnkr, Sngl Color, EXT	0.00	0.00
80-32-1350		1	Compt Finish, DA Sanded, Up to 10 Cmpts, EXT	692.00	692.00
80-40-1250		1	Whl Finish, By Chassis Manufacturer	0.00	0.00
80-42-1500		1	Bdy Paint, Touch Up, 2 oz. Bttl, One Color	0.00	0.00
80-50-1700	S <	1	\$4,000.00 Advanced Graphics Graphics Allowance An allowance of \$4,000.00 is included in the price of the truck	4000.00	4000.00

PART NO	S	QTY	DESCRIPTION	EACH	EXTENDED
			for striping and lettering on the apparatus to be provided and installed by Advanced Graphics.		
80-72-1500	<	1	Stripe, Reflective, Not Required For This Vehicle Included in Graphics allowance	0.00	0.00
80-72-1110		1	Stripe, Refl, 3M Diamond Grde, Chevron Pattern Entire Rr, EXT	1389.00	1389.00
80-72-1810		1	Stripe, Reflective, Diamond Grade, Chevron Pattern Rr RU D Red/Yellow	979.00	979.00
80-72-1998		1	==== No Interior Door Reflective Chevron ===	0.00	0.00
		1	== EXT Pmpr/Tnkr - Loose Equipment - 108.018 01/08/18 ==	0.00	0.00
90-01-0400		1	Equipment Loading Allowance of 3000#	0.00	0.00
90-01-5920	S <	1	Whl Chocks Pair Worden #HWG Chocks to be mounted on the floor of the left front compartment under the transverse ice sled storage area with proper retention.	391.00	391.00

QUOTATION

General Safety Fire Apparatus

LAKE ELMO 2018 HGAC RESCUE PUMPER CHASS

Exp. Date: 03/21/2018
 Quote No: 10135-0011
 03/12/2018

PART NO	S	QTY	DESCRIPTION	EACH	EXTENDED
		1	== Rosenbauer Commander - 822.016 08/22/16 ==	0.00	0.00
03-00-0101		1	-- Certification - NFPA	0.00	0.00
08-09-0102		1	-- Cab Paint Warranty, 10 Year Pro Rated	0.00	0.00
08-09-0104		1	-- Cab Structural Warranty Ten Years	0.00	0.00
08-09-0105		1	-- Transmission Warranty Allison Five Years	0.00	0.00
08-09-0106		1	-- Engine Warranty Cummins Five Years	0.00	0.00
08-09-0107		1	-- Frame Warranty Lifetime	0.00	0.00
08-09-0109		1	-- Front Axle Warranty Hendrickson	0.00	0.00
08-09-010A		1	-- Rear Axle Warranty Meritor	0.00	0.00
08-09-0111		1	-- Warranty - Cab and Chassis Two Year	0.00	0.00
08-09-0301		1	-- Cab Test Information Static Load Seat Test	0.00	0.00
08-09-0302		1	-- Cab Test Information Crash Test ECE-29	0.00	0.00
08-09-0303		1	-- Cab Test Information SAE J2420; J2422	0.00	0.00
08-09-0304		1	-- Cab Test Information Roof Crush, Side & Frontal Impact	0.00	0.00
08-09-0501		1	-- Operation & Parts List Manuals (2) Sets, CD	0.00	0.00
08-09-0503		1	-- Engine & Transmission Operation Manuals (1) Set	0.00	0.00
08-09-0530		1	-- As Built Wiring w/Plumbing Diagram (1) Set	0.00	0.00
08-09-0540		1	-- On Board USB Manual Storage	0.00	0.00
08-80-0200		1	-- DOT KIT	89.00	89.00
		1	VEHICLE TYPE	0.00	0.00
03-00-0132		1	Rear Mount Pumper	0.00	0.00
03-00-0140		1	-- Standard Crossmembers	0.00	0.00
07-03-0122		1	-- Rear Mount Pump Splitshaft PTO Driven Pump w/Jackshaft	0.00	0.00
		1	CAB	0.00	0.00
03-00-0840		1	78" Cab Length 24" Roof	39906.00	39906.00
03-05-0424		1	-- Driver Exterior Rear Compartment 37"H x 17.5" W Hinged Door	1737.00	1737.00
03-05-0500	<	1	-- Driver Compt Non-Transverse The compartment shall have a vent	0.00	0.00
03-05-0551		1	-- Driver Exterior Rear Compartment - Chrome Handle	120.00	120.00
03-05-0430		1	-- Driver Rear Cab Compartment Manual Door Locks	0.00	0.00
05-01-5105		1	-- Driver Rear Compartment Interior Finish DA Sand	66.00	66.00
08-00-2012		1	-- Driver Rear Compt Lighting LED Strip 18"	112.00	112.00
03-05-0454		1	-- Officer Exterior Rear Compartment 37"H x 17.5"W Hinged Door	1737.00	1737.00

PART NO	S	QTY	DESCRIPTION	EACH	EXTENDED
03-05-0500	<	1	-- Driver Compt Non-Transverse The compartment shall have a vent	0.00	0.00
03-05-0561		1	-- Officer Exterior Rear Compartment - Chrome Handle	120.00	120.00
03-05-0460		1	-- Officer Rear Cab Compartment Manual Door Locks	0.00	0.00
05-01-5125		1	-- Officer Rear Compartment Interior Finish DA Sand	66.00	66.00
08-00-2112		1	-- Officer Rear Compt Lighting LED Strip 18"	112.00	112.00
03-05-6620	S <	1	-- Interior Cabinet, Center, Forward Facing, Floor Mtd, With Cargo Webbing There shall be a full interior cab height and full interior cab width power ventilated gear storage cabinet installed on the back wall of the cab interior. The cabinet will be split on the rear wall by two door roll up door openings but one large common compartment, The larger opening shall be on the on the passenger side with a minimum opening 62" wide. The sill between the two doors will be as narrow as possible with remaining space on the passenger side provided with another roll up door to fill the remaining space. The cabinet interior will NOT be split in two. It will have two natural finish roll up doors but will be open inside the compartment the full cab interior width. The compartment will be as deep as possible rearward of the rear crew door openings approx. 20" deep. On the inside of the compartment there will four (4) heavy duty 1" diameter hanger pegs approx. 18" long that will be firmly reinforced and attached to the back wall of the cab to act as hangers for wet suits and PFD's in the compartment hung on these hanger pegs. Exact mounting locations / spacing of the hanger pegs to be determined by the fire department at pre construction and locations approved by the manufacturer. One pair of vertical LED OSS strip lights for each door opening. (Total of four (4) vertical light strips.) Roll up doors and interior compt lights to be installed by RMN and frame and interior color to be done by RBM per Mike Gaustad, Dan Van Alten, Mike Schoenberger, Joe Lichtscheidl.	9201.00	9201.00
		1	COMMANDER EMS CABINETS - REAR CREW - FORWARD FACING OUTBOARD POSITION	0.00	0.00
		1	CAB DOORS	0.00	0.00
03-06-1015		1	-- Cab Entry Doors	0.00	0.00
03-06-0010		1	-- Steps Aluminum Treadplate	891.00	891.00
03-06-1025		1	-- Full Length Cab Entry Doors	393.00	393.00
03-06-1500		1	-- No Lower Door Kick Panel (No Overlay)	0.00	0.00
03-06-1100		1	-- Cab Door Hardware Chrome (4)	1081.00	1081.00
03-06-1120		1	-- Cab Door Locks Manual	0.00	0.00
03-06-1135		1	-- Interior 1-Piece Door Panel Type Aluminum	490.00	490.00
03-06-1206		1	-- Door Panel Finish Line-X Black	355.00	355.00
03-06-1225		1	-- Chevron, Reflective, Interior Cab Door - Scotchlite Red/Amber	349.00	349.00
04-05-0105		1	-- Interior Handle Front Door Grab Handles - Black Powder Coat	292.00	292.00
04-05-0150		1	-- Interior Grab Handle Rear Door Chicago Style 34" Black Powder Coat	170.00	170.00

PART NO	S	QTY	DESCRIPTION	EACH	EXTENDED
04-05-0182		1	-- Additional Grab Handles, "A" Pillar	132.00	132.00
		1	CAB GLASS	0.00	0.00
03-08-0101		1	-- Windshield One Piece - COMMANDER	559.00	559.00
03-08-0102		1	-- Windshield Wiper System Single Motor (2) Wipers - 3D Grille	616.00	616.00
08-02-0136		1	-- Windshield Wiper Activation Smart Wheel	0.00	0.00
03-08-0151		1	-- Window 50% Tint Driver Power	1095.00	1095.00
08-01-0301		1	-- Power Window Activation, Respective Door	416.00	416.00
03-08-0153		1	-- Window 50% Tint Officer Power	863.00	863.00
03-08-0226		1	-- Window 50% Tint Driver Crew Door Power	882.00	882.00
03-08-0252		1	-- Window 50% Tint Officer Crew Door Power	882.00	882.00
03-08-0320		1	-- Window 50% Tint Side Middle Driver Fixed 18"W x 24"H	148.00	148.00
03-08-0370		1	-- Window 50% Tint Side Middle Officer Fixed 18"W x 24"H	148.00	148.00
03-08-2002		1	-- 24" Raised Roof Windows	0.00	0.00
03-08-0602		1	-- Window, 50% Tint Upper Side Front (2) Officer/Drive Fixed 15W x 12H (24" Cab)	377.00	377.00
03-08-0652		1	-- Window 50% Tint Upper Side Rear Door (2) Officer/Driver Fixed 28"W x 13"H (24	446.00	446.00
		1	CAB INTERIOR AND TRIM	0.00	0.00
03-09-8010		1	-- Cab Insulation Interior Ceiling	599.00	599.00
03-09-8015		1	-- Cab Insulation Engine Tunnel	261.00	261.00
03-09-8020		1	-- Cab Insulation Cab Damping	120.00	120.00
04-01-1181		1	-- Interior Trim Color Black Rear Wall 24" Roof	1118.00	1118.00
04-01-2108		1	-- Interior Trim Color Black, 78"- 24" Roof	4386.00	4386.00
04-02-1001		1	-- Floor Mounted Throttle and Brake Pedals	0.00	0.00
04-02-1128		1	-- Interior Floor Covering Color Black, 78"	2513.00	2513.00
04-02-1700		1	-- Interior Trim Sun Visor Vinyl	224.00	224.00
04-02-1798		1	-- Cab Coating Interior Color	0.00	0.00
05-01-1050		1	-- Cab Coating Interior Black	750.00	750.00
		1	CAB DASH AND ENGINE TUNNEL - 78" SHORT	0.00	0.00
04-03-0800		1	-- Cab Dash & Engine Tunnel, Composite Dash - Shor Tunnel	3168.00	3168.00
04-03-1022		1	-- Cab Dash & Engine Tunnel Line-X Coating Black	293.00	293.00
04-03-1200		1	-- Flat Mntg Plate - Rear Engine Tunnel	200.00	200.00
04-03-2100		1	-- Officer Glove Compt	290.00	290.00
		1	CUSTOM CONSOLE	0.00	0.00
04-04-1100		1	-- Havis Console	506.00	506.00
04-04-1102		1	-- Havis Console - Custom Configuration	328.00	328.00
04-04-1116	<	1	-- Black Blank Plate Zone 6 upper	108.00	108.00
04-04-1126	<	1	-- Black Plate(s) for Communication Radio Zone 6 middle for Motorola XTL 2500	80.00	80.00
04-04-1132	<	2	-- Black Plates with (1) Power Point & (1) Dual USB Power Point One each driver and officer side on the forward flat portion of the Havis console	122.00	244.00
04-04-1142		1	-- Map Light, Federal Signal, LF12TSB-LED	176.00	176.00
04-04-1161		2	-- Cup Holder, Dual	53.00	106.00
04-04-1176	<	1	-- Black Plate for Siren Zone 2 lower	43.00	43.00

PART NO	S	QTY	DESCRIPTION	EACH	EXTENDED
04-04-1201	<	1	-- Black Plate for AM/FM Radio Zone 2 upper	43.00	43.00
08-01-0140		1	-- Instrumentation Panel Inlay - Job Color	52.00	52.00
		1	CAB HEADER - HEAT AND AC	0.00	0.00
03-08-4000		1	Cab Header / Heating and AC	0.00	0.00
05-02-0010		1	-- Heating w/ Air Conditioning, Overhead, VMUX	6157.00	6157.00
05-01-6010	<	1	-- Cab Paint A/C Condenser on Roof SAME COLOR AS ROOF	99.00	99.00
05-02-0047		1	-- Heater Hose - Silicone	0.00	0.00
05-02-0200		1	-- A/C Condenser Location Roof Mount Mid Center	0.00	0.00
05-02-0298		1	-- Cab Circulation Hanging Fans Mid (2) Inboard	317.00	317.00
05-02-0300		1	-- Auxiliary Defroster Fans	410.00	410.00
08-02-0121		1	-- Heat & A/C Activation VISTA, Rear Crew Manual	0.00	0.00
08-02-0104		1	-- Rear Crew Controls Manual - Rear Facing Driver's Side Seat - Remote Mt	255.00	255.00
		1	SEATS	0.00	0.00
03-09-0105		1	-- Seat Color Black/Red Seat Belt	0.00	0.00
03-09-01X1		1	-- Seat Driver 911 Seats Inc XL 4-Way Air ABTS	1752.00	1752.00
03-09-000A		1	-- Single Retractor Seat Belt - Seats Inc	0.00	0.00
03-09-0121		1	-- Seat Back Non-SCBA	0.00	0.00
03-09-02X2		1	-- Seat Mounting Driver Air XL - Seats Inc	181.00	181.00
03-09-0902		1	-- Seat Material Turnout Tuff	0.00	0.00
03-09-0920		1	-- Seat Logo Rosenbauer	0.00	0.00
03-09-3010		1	-- Driver Seat Box Storage Compartment	0.00	0.00
03-09-3236		1	-- Seat Box Driver & Officer Storage Access Doors (2) Driver/Officer	104.00	104.00
03-09-024A		1	-- Seat Officer 911 XL Seats Inc Fixed ABTS	805.00	805.00
03-09-000A		1	-- Single Retractor Seat Belt - Seats Inc	0.00	0.00
03-09-0119		1	-- Seat Back SCBA Center Cushion Release W/ Zico EZ LOC	342.00	342.00
03-09-02X5		1	-- Seat Mounting Officer Fixed XL Seats Inc	174.00	174.00
03-09-0311		1	-- Parade Panels	52.00	52.00
03-09-0902		1	-- Seat Material Turnout Tuff	0.00	0.00
03-09-0920		1	-- Seat Logo Rosenbauer	0.00	0.00
03-09-3020		1	-- Officer Seat Box Storage Compartment	0.00	0.00
03-09-033A		1	-- Two (2) Outboard Rear Facing Seats - XL	0.00	0.00
03-09-035B	<	2	-- Seat Crew Rear Facing Outer 911 Seats Inc XL Flip-U ABTS Belt Orientation- LH & RH to Door	831.00	1662.00
03-09-000A		2	-- Single Retractor Seat Belt - Seats Inc	0.00	0.00
03-09-0119		2	-- Seat Back SCBA Center Cushion Release W/ Zico EZ LOC	342.00	684.00
03-09-0311		2	-- Parade Panels	52.00	104.00
03-09-038A		2	-- Seat Mounting Rear Facing Outer - XL Seats Inc.	174.00	348.00
03-09-0902		2	-- Seat Material Turnout Tuff	0.00	0.00
03-09-0920		2	-- Seat Logo Rosenbauer	0.00	0.00
03-09-0409		1	-- NO SEAT(S) OR SEAT BOX - Full Length Rear Wall Kick Plate	0.00	0.00
		1	CAB EXTERIOR	0.00	0.00
04-05-1900		1	Exterior Grab Handles 18" Aluminum	0.00	0.00
04-05-1911		1	-- Exterior Grab Handles Bare Aluminum w/ Lighting	0.00	0.00

PART NO	S	QTY	DESCRIPTION	EACH	EXTENDED
04-05-2005		1	-- Exterior Grab Handles with White LED Lighting 18"	357.00	357.00
08-01-0800		1	-- Grab Handle LED Light Actvtn w/ Parking Brake	330.00	330.00
		1	CAB FRONT FASCIA	0.00	0.00
04-08-0010		1	==== Traditional Front with Rectangular Headlamp Bezels ====	0.00	0.00
04-08-0140		1	-- Front Grille, 3D Stainless Steel	1203.00	1203.00
04-08-0022		1	-- Wing Light Bezel - Stainless	387.00	387.00
04-08-0090		1	-- Logo, Rosenbauer, Grille Mount	0.00	0.00
04-08-0072		1	-- Front Grille Inlay, American Flag	1195.00	1195.00
04-08-0143		1	-- Grille Mounted Roto-Ray Provision	435.00	435.00
06-03-2010		1	-- Fluid Checks & Fills at Grille ISL	153.00	153.00
08-00-0503		1	-- Headlights, Quad, with Rectangular Bezel	851.00	851.00
08-00-0540	<	1	-- Headlight Location - Upper Bucket 104 OS, 105 OS, and 104 DS, 105 DS	0.00	0.00
08-00-0603		1	-- Front Turn Signals Whelen M6 LED (2)	242.00	242.00
08-00-0632	<	1	-- Turn Signal Located Upper Wings 103 OS & DS	0.00	0.00
08-00-0606		1	-- Side Marker Light LED (2)	159.00	159.00
08-01-0304		1	-- Headlight Actv in Smart Wheel; Marker Light Activated Vista	0.00	0.00
08-00-0608		1	-- Front Marker Lamps Face Mounted LED (Center 3 Lightings, 2 Corner)	109.00	109.00
04-08-0151		1	Cab Fender Stainless Steel	456.00	456.00
04-09-0126		1	Cab Exterior Trim Lower Side Stainless 10" Wrap- 78" Cab w/Drvr & Offer Rr Comp	1010.00	1010.00
04-09-0190		1	==== No Stainless-Steel Rear Wall Cap - pick to select ====	0.00	0.00
04-09-0300		1	Logo, Commander, Cab Sides	0.00	0.00
04-10-0351		1	Mud Flaps Front	87.00	87.00
		1	CAB TILT	0.00	0.00
05-00-0221		1	Cab Tilt System - Heavy Duty w/ Manual Back Up	4019.00	4019.00
05-00-0021		1	-- Cab Tilt Limit Switch	109.00	109.00
05-00-0045		1	-- Cab Tilt Lock Down Indicator	118.00	118.00
05-00-0100		1	-- Cab Tilt Control Receptacle Temp	0.00	0.00
		1	REARVIEW MIRRORS	0.00	0.00
05-00-5010		1	West Coast Style Mirrors	0.00	0.00
05-00-5305		1	-- Retractable W Cst-Drv Dr Mt (613810)-Off Dr Mt (613810)-H&R-DV,H&R(LWR)CVX-CHR	924.00	924.00
08-01-0821		1	-- Rearview Mirror Remote & Heat Switch Driver Panel	182.00	182.00
		1	EXTERIOR CAB PAINT	0.00	0.00
05-01-5015		1	Cab Paint Exterior Two Tone	1420.00	1420.00
05-01-5020	<	1	-- Cab Paint Upper / Secondary PPG Black 9300	0.00	0.00
05-01-5021	<	1	-- Cab Paint Lower / Primary PPG Red 4154 Victory Red	0.00	0.00
05-01-503D		1	-- Cab Paint Exterior Breakline - Paint Break D	135.00	135.00

PART NO	S	QTY	DESCRIPTION	EACH	EXTENDED
05-01-6051		1	-- Cab Undercoating	0.00	0.00
05-01-7000		2	-- Cab Paint Spray Out	51.00	102.00
		1	FRONT AXLE	0.00	0.00
07-05-010B		1	Front Axle Hendrickson SteerTek 20000#	3574.00	3574.00
07-05-0120		1	-- Front Wheel Bearing Lube Oil	0.00	0.00
07-05-0272		1	-- Front Suspension Hendrickson Parabolic Spring 20K	2186.00	2186.00
07-05-0341		1	-- Power Steering Gear TRW TAS 85 w/Assist- 20K and u - L9 & X15 Steertek Axle	4085.00	4085.00
07-06-0420		1	-- Chassis Alignment	0.00	0.00
07-06-0522		1	-- Front Cramp Angle 45 Degrees	0.00	0.00
07-07-014A		1	-- (2) Front Tires 385/65R 22.5 Michelin X Multiway HD XZE "L"	1896.00	1896.00
07-06-0436		2	-- Counter Acting Balancing Beads	18.00	36.00
07-07-0720		1	-- (2) Front Wheels Alcoa Polished 22.5 x 12.25 Aluminum	1060.00	1060.00
07-08-0203		1	-- Front Brakes Meritor EX225 Disc 17"	1530.00	1530.00
07-05-0311		1	4 Spoke Smart Steering Wheel w/ESC Tilt/Telescopic 18	1025.00	1025.00
		1	REAR AXLE	0.00	0.00
07-06-0102		1	Rear Axle, Single, 27000# Meritor RS-25-160	5175.00	5175.00
07-06-0222		1	-- Rear Suspension Reyco 79KB - Spring 27000# Parabolic	3467.00	3467.00
07-08-0253		1	-- Rear Brakes Meritor EX225 Disc 17"	868.00	868.00
07-06-0300		1	-- Rear Shock Absorbers	364.00	364.00
07-06-0350		1	-- Rear Axle Differential Control DCDL single	467.00	467.00
08-01-0902		1	-- Rear Axle Diff Control (DCDL) Activated Vista	0.00	0.00
07-07-0326		1	-- (4) Rear Tires 12R 22.5 Michelin XDN2 "H"	2994.00	2994.00
07-06-0436		4	-- Counter Acting Balancing Beads	18.00	72.00
07-07-0784		1	-- (4) Rear Wheels Alcoa Polished 22.5 x 8.25 Aluminum	1277.00	1277.00
07-07-0610		1	-- Valve Stem Extension - Single Axle	0.00	0.00
07-07-0996		1	-- Vehicle Top Speed 68	0.00	0.00
07-08-0103	<	1	-- Electronic Stability Control Single Axle w/ air manifold	3566.00	3566.00
07-08-0189		1	-- Air Tank Brackets - Hot Dipped Galvanized	0.00	0.00
07-08-0301		1	-- Park Brake Rear Wheels Only	0.00	0.00
08-02-0130		1	-- Park Brake Control Driver Dash	0.00	0.00
07-08-0410		1	-- Wabco System Saver 1200	210.00	210.00
07-08-0551		1	-- Moisture Ejectors Manual	0.00	0.00
07-08-0570		1	-- Air Supply Lines Nylon	0.00	0.00
07-08-0725		1	-- Air Horn Reservoir (1) 1200 Cu In	382.00	382.00
07-09-001B		1	Frame Double Channel 35" Frame Width	12133.00	12133.00
07-09-0045		1	-- Wheelbase Range 220" - 239"	364.00	364.00
07-09-0085	S	1	-- Rear Overhang 80"	252.00	252.00
07-09-0130		1	-- Frame Paint Powder Coat Black	0.00	0.00
07-13-0305		1	-- Tow Hooks Chrome - Shipped Loose	252.00	252.00
		1	ENGINE	0.00	0.00
06-00-0050		1	-- Engine Placement	0.00	0.00
06-00-1572		1	-- Engine, Cummins L9, Base Spec, 2017	0.00	0.00
06-00-1578		1	-- 450HP Cummins L9 - 2017	35062.00	35062.00
06-02-1110		1	-- Fan Clutch - ISL	1245.00	1245.00
06-04-3010		1	-- Fan Clutch Programming - Cold Weather Climate	0.00	0.00

PART NO	S	QTY	DESCRIPTION	EACH	EXTENDED
06-02-1526		1	-- Auxiliary Engine Brake Compression Brake (JAKE)	1580.00	1580.00
08-01-0203		1	-- Auxiliary Engine Brake Control On/Off & Low/Med/High Switch Smart Wheel	0.00	0.00
06-02-2003		1	-- AC Compressor - L9 & ISX 12L	0.00	0.00
06-03-1010		1	-- Engine High Idle Speed 1250 RPM	0.00	0.00
06-03-1023		1	-- Engine High Idle Control Manual & Automatic VISTA	19.00	19.00
06-05-3010		1	-- Engine Air Intake Filtration and Restriction L9	552.00	552.00
06-06-3732		1	-- Engine Exhaust System One Piece Officer Side DPF/SCR - L9 380 hp & up -2017	13418.00	13418.00
06-06-4006		1	-- DEF Tank - 2017	359.00	359.00
06-06-4100		1	-- DEF Tank Access Fill Door	164.00	164.00
06-08-0100		1	-- Engine Exh Acc Temp Mitigation	0.00	0.00
06-08-0200		1	-- Engine Exhaust Wrap	0.00	0.00
08-02-0140		1	-- DPF Control Regeneration Switch & Inhibit Switch Covered	0.00	0.00
06-04-2002		1	-- Engine Cooling System- L9	5203.00	5203.00
06-04-4010		1	-- Coolant Valve Shut Off Valve w/Connection - For Additional Heater	138.00	138.00
06-05-1002		1	-- Engine Pump Heat Exchanger L9	390.00	390.00
		1	TRANSMISSION	0.00	0.00
07-01-0100		1	-- Transmission Allison 3000 EVS	13171.00	13171.00
07-01-0500		1	-- Transmission Fluid - Standard	0.00	0.00
07-02-0008		1	-- Transmission GEN V-E Push Button Key Pad	296.00	296.00
07-02-0052		1	-- Transmission Mode Programming 5th Startup/5th Mode	0.00	0.00
07-02-0066		1	-- Transmission Feature Programming I/O Package 198/Pumper	0.00	0.00
07-02-0251		1	-- Driveline Spicer 1710 HD	999.00	999.00
07-04-0112		1	-- Fuel Filter/Water Separator Cummins FS1098	65.00	65.00
07-04-0312		1	-- Fuel Tank 68 Gallon/257 Liter - Dual Fill	1369.00	1369.00
07-04-0216		1	-- Fuel Lines Aramid Braid	93.00	93.00
07-04-0225		1	-- Fuel Shutoff Valve (2) at Filter	138.00	138.00
07-04-0230		1	-- Fuel Cooler Behind Battery Box	561.00	561.00
08-00-0403		1	-- Alternator Delco Remy 275 Amp	1041.00	1041.00
		1	ELECTRICAL SYSTEM	0.00	0.00
08-00-0100		1	Electrical System 12V DC Weldon V-MUX	12770.00	12770.00
08-01-0051		1	-- Driver & Officer VISTA Display Weldon Vista IV	2512.00	2512.00
08-01-0054		1	-- Driver Panel / Switch Panel (6 Switches) Under the Vista Screen	303.00	303.00
08-09-0249		1	-- V-MUX WARRANTY - 4 YEAR	0.00	0.00
08-03-0110	<	1	-- Communication Antenna Base Cab Roof - RBM Supplied Location 302DS	106.00	106.00
08-03-0231		1	-- Ant Cable Routing Under Dash Panel	0.00	0.00
08-04-1200		1	-- Radio WB/AM/FM/CD - Console Mount	439.00	439.00
08-04-2000		1	-- Two (2) Speakers	0.00	0.00
08-02-0610		1	-- Weldon VDR/Seat Belt Warn - VISTA	1003.00	1003.00

PART NO	S	QTY	DESCRIPTION	EACH	EXTENDED
08-01-0010		1	-- Instrumentation Standard Pacific Insight Gauge Panel	722.00	722.00
08-01-0125		1	-- Instrumentation Backlighting Red	0.00	0.00
08-00-0340		1	6 Battery System	0.00	0.00
08-00-0322		1	-- Batteries (6) Group 31	688.00	688.00
08-00-0224		1	-- Battery Box Driver/Officer Side Hot dipped Galvanized Steel w/Covers - 6 Battery	1598.00	1598.00
08-00-0248		1	-- Battery Cables (6)	1442.00	1442.00
08-00-0251		1	-- Battery Jumper Studs Front Driver Lower Step	63.00	63.00
08-01-0034		1	-- 2 Position Battery Master - Driver's Kick Plate	343.00	343.00
08-01-0036		1	-- Ignition Switch	82.00	82.00
08-01-0040		1	-- Power & Ground Stud 40A Batt Direct / 15A Ignition	93.00	93.00
08-02-0176		1	-- Assc Power Distribution Panel Bhnd Off Seat 10	330.00	330.00
08-02-0521		1	Position 40A Batt Dir -- =====No PWR Cable for Additional Pwr Studs=====	0.00	0.00
08-00-0721		1	-- Ground Lights LED Whelen 3SC0CDCR	263.00	263.00
08-01-0751		1	-- Ground Lights Activation with Park Brake	0.00	0.00
08-00-0732		1	-- Cab Step Lights LED (1 Per Step)	380.00	380.00
08-01-0753		1	-- Step Lights Activated Respective Side	93.00	93.00
08-00-0752		1	-- Interior Door Warning Lights Red 3" LED	239.00	239.00
		1	DOOR JAMB WARNING LIGHTS	0.00	0.00
08-00-0783		1	-- Engine Compartment Work Light LED (2)	156.00	156.00
08-00-0792		1	-- Interior Overhead Lighting LED - Blue/Clear	439.00	439.00
08-00-0815		2	-- Add'l LED Dome Lt Blue/Clear - Individual Swtchd	164.00	328.00
08-00-4090		1	Dr Open/Hazard Wrn Lt, Flash, Whelen 3SR00FRR LED Rnd (Do Not Move Appar	158.00	158.00
08-01-2010		1	Back-Up Alarm Ecco 575	131.00	131.00
08-06-0022		1	Camera System with V-Mux	0.00	0.00
08-06-0011		1	-- Camera System - Chrome Side Cameras	0.00	0.00
08-06-0170		1	-- Driver & Officer Side Camera, Rear Camera; Driver & Officer Vistas	827.00	827.00

RESCUE/ENGINE EQUIPMENT COST

ALEX AIR	HILLS	HEIMAN
Hurst,	Amkus	Genesis

COMMENTS

CRIBBING	TURTLE PLASTICS CRIB TOOL KIT B				\$2,908.46	
AIRBAGS	PARATECH MODEL 52				\$4,695.00	Paid with \$2,000 Century Link Grant and 2018 Small Tools and Equipment Budget.
	PARATECH MASTER CONTROL KIT G2				\$3,242.35	
BATTERY HYDRAULIC TOOLS	SPREADER					Tools will be tested and evaluated by department at upcoming training drill and determination made.
	CUTTER	\$31,850.00	\$24,272.00	\$29,398.00	\$31,850.00	
	RAM					
STRUTS					\$12,558.00	If necessary, postpone purchase and use 2019 or 2020 budget funding.
5" Kryptonite hose - 500'					\$4,347.10	

\$51,663.56

June 5, 2018

The Truck Committee met May 30th regarding the Rescue/Engine. The purpose was to get the total cost of the project, (Truck and loose rescue equipment) to the \$700,000 cap. Current cost figures are as follows:

Truck Cost	\$684,302.00
FDIC Show Discount	-\$5,000.00
Total Vehicle Cost	\$679,302.00

Committee is recommending delaying the purchase of the air compressor and radio headsets at this time. These two items would be purchased at a later date with alternate funding (donations, grants or budget) and retrofitted. This would further reduce the cost of the vehicle by \$10,475.00, bringing the total cost down to \$668,827.00. Leaving a balance of \$31,173.00 towards the purchase of the Rescue Equipment.

Committee discussed the purchase of the rescue equipment.

Cribbing	\$2,908.46
Airbags	\$7,937.35
Hose	\$4,347.10
Hydraulic Tools	\$24,272.00 - \$31,850.00
Struts	\$12,558.00
TOTAL	\$52,022.91 - \$59,600.91

Identified Additional Funding Sources

Century Link Grant	\$2,000.00
DNR Grant	\$3,500.00 (application submitted, waiting on approval)
Jaycee Donation	\$20,000.00 (application submitted, waiting on approval)
Rotary Donation	\$???
Sale/Trade In of used Hydraulic Tools	\$7,000.00 - \$9,000.00
Sale of Engine 2	\$8,000.00
Sale of Utility 2	\$4,000.00
2018 Budget, Small Tools/Equipment	
2019 Budget, Small Tools/Equipment	

Committee is very confident that with all the alternate funding options identified we will be able to meet the \$700,000.00 cap and not need to delay the purchase of the air compressor and headsets.



STAFF REPORT

DATE: July 3, 2018

REGULAR

ITEM# 14

TO: Mayor and City Council
FROM: Sue Iverson, Finance Director
AGENDA ITEM: Online/Credit Card Payments
REVIEWED BY: Kristina Handt – City Administrator

BACKGROUND:

Part of the new accounting system updates and efficiencies was to accept online and credit card payments. A component of this is to establish a policy for processing fees.

QUESTION BEFORE THE CITY COUNCIL:

- 1) Should the online check and credit card processing fees be charged to the customer or absorbed in the utility operating budgets?

DISCUSSION:

The payment modules give the City the ability to take check, credit card or to set up ACH for those that want to set up auto pay for their utility bills via a Customer Portal. The Customer Portal gives Customers the ability to view bills online, obtain their billing history, and make one time or recurring payments. The City would also be able to email bills to those that wish to opt out of paper bills. To finish these modules, a policy on how to handle processing fees needs to be adopted.

The Finance Committee discussed three options:

1. Fees paid by your Customers
2. Fees paid by the City of Lake Elmo
3. The City of Lake Elmo pay the check fees and Customers pay the credit card fees

During a lengthy discussion by the Finance Committee, each of the three members supported a different option. The committee as a whole did not make a recommendation leaving it to a City Council decision.

FISCAL IMPACT:

There will be a processing fees on each transaction (on average transaction fees on a \$100 charge would amount to between \$2.50 and \$3.00). The fees can either be classified as an operating cost to the utility funds or a separate convenience fee for using credit cards and online payments can be established.

RECOMMENDATION:

1) Motion to adopt “Fees paid by the Customers” for online and credit card payments.

Or

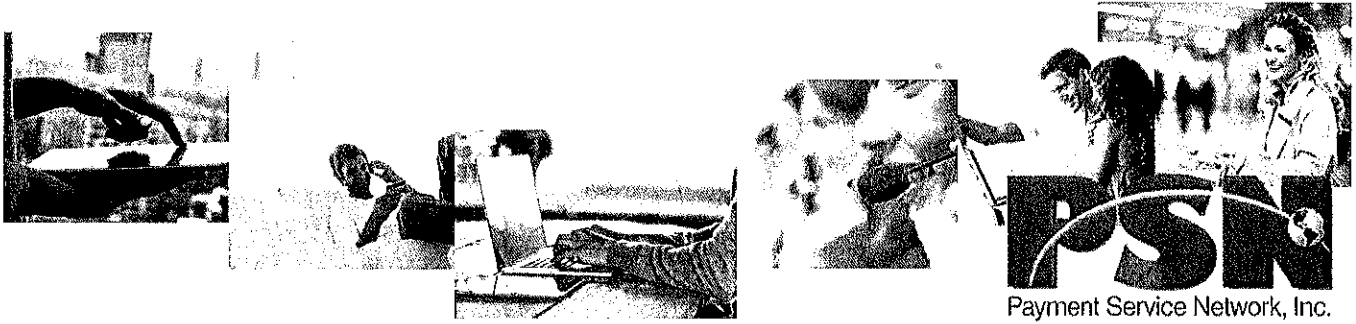
2) Motion to adopt “Fees paid by the City of Lake Elmo” for online and credit card Payments.

Or

3) Motion to adopt “The City of Lake Elmo will pay the check fees and Customers pay the credit card fees.

ATTACHMENT:

Transaction Fee Options



Payment Service Network, Inc.

Simplifying your customer's life and your business day

Pricing Proposal for City of Lake Elmo, MN

Transaction fee options

Payment Service Network, Inc.
2901 International Lane
Madison Wisconsin 53704

www.PaymentServiceNetwork.com

VOICE 866.917.7368

FAX 608.442.5116

David Batterman

DIRECT 608-442-5056

dbatterman@PaymentServiceNetwork.com



Transaction Fees - To cover costs of processing payments through the network of financial institutions, the following fees will apply to each transaction. The fees are based on the type of payment (check, credit card, cash) and/or how the payment is made.

OPTION 1: Fees paid by your Customers

Payment Channel	Check/Savings	Credit/Debit Card
Online • Mobile • Virtual • Text • Swipe/Scan • Automated Phone (IVR) • PSN Call Center • Field	\$1.00	2.75% (+50¢ if under \$100)*

*Credit cards include your choice of VISA, MasterCard, Discover, American Express

OPTION 2: Fees paid by you

Payment Channel	Check/Savings	Credit/Debit Card
Online • Mobile • Virtual • Swipe/Scan • Field	50¢	50¢ + credit card fees
Automated Phone (IVR) • Text	75¢	75¢ + credit card fees
PSN Call Center	\$1.50	\$1.50 + credit card fees

Credit card fees for VISA, MasterCard, Discover:

Interchange Rate + Network Card Assessment Fee + Discount Rate + Authorization Fee

- *Interchange Rate: You will pay the special utility interchange rates charged by the credit card company. PSN does not mark up the interchange rate to assure you get charged the lowest possible fee for the card being used by your resident. Utility interchange fees are a flat rate between 45¢ - \$1.50 with the average cost being 65¢. Most debit cards are regulated and will have an interchange rate of 0.05% + 22¢.*
- *Network Card Assessment Fee: You will pay the amount charged by the credit card networks; PSN does not mark up this fee. The fee is a percentage based on the total monthly payment amount and is charged monthly. Example: \$1,000 in total monthly payments x 0.15% network fee = \$1.50.*
- *Discount rate (a term used by merchant providers) is an added cost. It is a percent of the transaction. You will pay a discount fee of 0.4%. Example: \$100 payment x 0.4% discount fee = 40¢.*
- *Authorization fee is \$0.10 per payment*
- *When you absorb transaction fees and offer electronic bank bill pay, an online \$125 payment will average about \$1.08*

Credit card fees for American Express (if you choose to accept): 2.60% plus \$0.50 if under \$100

OPTION 3: You Pay Check Fees & Customers Pay Credit Card Fees

Fees Paid by Your Customers

Payment Channel	Check/Savings	Credit/Debit Card
Online • Mobile • Virtual • Text • Swipe/Scan • Automated Phone (IVR) • PSN Call Center • Field	None	2.75% (+50¢ if under \$100)*

*Credit cards include your choice of VISA, MasterCard, Discover and AMEX

Fees Paid by You

Payment Channel	Check/Savings	Credit/Debit Card
Online • Mobile • Virtual • Swipe	50¢	None
Automated Phone (IVR) • Text	75¢	None
PSN Call Center	\$1.50	None

NOTE: A \$15 fee is charged to you for any disputed credit/debit card.

Your customers will be charged a \$35 NSF fee.