



NOTICE OF MEETING

City Council Meeting

Tuesday, September 18, 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. September 4, 2018

D. Public Comments/Inquires

E. Presentations

F. Consent Agenda

2. Approve Payment of Disbursements and Payroll
3. Accept Building Department August 2018 Report
4. Accept Fire Department August 2018 Report
5. Accept Public Works August 2018 Report
6. Approve Resolution Awarding Equipment Certificate – *Resolution 2018-105*
7. Approve 2018 Street Improvements – Payment Request No. 2
8. Approve Old Village Ph4 Street & Utility Improvements – Pay Request No. 2
9. Approve Public Library Site Improvements – Pay Request No. 2 (FINAL)
10. Approve Development Security Reduction for Southwind
11. Approve CSAH 13 (Ideal Avenue/Olson Lake Trail) – Approve Cooperative Maintenance Agreement – *Resolution 2018-106*
12. Approve CSAH 13 (Ideal Avenue/Olson Lake Trail) – Approve Cooperative Agreement Payment No. 5 (FINAL)
13. Approve 2018 Street Improvements – Resolution Declaring Costs to be Assessed, Ordering Preparation of Proposed Assessments, and Calling for Hearing on Proposed Assessment – *Resolution 2018-107*
14. Approve Conditional Job Offer to Part Time Fire Fighters
15. Approve Master Service Agreement for Planning Services

G. Regular Agenda

16. Reconsideration of Tablyn Park Improvements
17. Environmental Performance – Tree Preservation Ordinance – *Ordinance 08-220; Resolution 2018-092*
18. Boulder Ponds 4th Addition Final Plat – *Resolution 2018-108*
19. Boulder Ponds 4th Addition Development Agreement – *Resolution 2018-109*
20. River Valley Church Conditional Use Permit – *Resolution 2018-110*
21. Preliminary 2018 General Fund and Annual Budget, Tax Levy and Public Hearing Date – *Resolution 2018-014*

H. Council Reports

I. Staff Reports and Announcements

J. Adjourn

**CITY OF LAKE ELMO
CITY COUNCIL MINUTES
SEPTEMBER 4, 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, Julie Fliflet, Jill Lundgren and Christine Nelson

Staff present: Administrator Handt, City Attorney Sonsalla, City Engineer Griffin, Public Works Director Weldon, Planning Director Becker, and City Clerk Johnson.

APPROVAL OF AGENDA

Councilmember Lundgren, seconded by Councilmember Bloyer, moved TO APPROVE THE AGENDA AS PRESENTED. Motion passed 5 – 0.

ACCEPT MINUTES

Minutes of the August 21, 2018 Regular Meeting were accepted as presented.

PUBLIC COMMENTS/INQUIRIES

None

PRESENTATIONS

None

CONSENT AGENDA

2. Approve Payment of Disbursements and Payroll
3. Accept Building Department July 2018 Report
4. Accept Fire Department July 2018 Report
5. Accept Public Works July 2018 Report
6. Reject all Bids on 2018 Mill and Overlay Project – *Resolution 2018-095*
7. Approve Purchase of New Pickup and 1 Ton Truck
8. Approve Well#2 Programmable Logic Controller Upgrade
9. Approve 2018 Crack Seal Project – Pay Request No. 1 (FINAL)
10. Approve 2018 Seal Coat Project – Pay Request No. 1 (FINAL)

11. Approve I-94 Lift Station (No. 1) and Sanitary Sewer Improvements – Pay Request No. 3
– *Resolution 2018-096*
12. Approve 2018 Street Improvements – Pay Request No. 1
13. Approve Old Village Ph4 Street & Utility Improvements – Pay Request No. 1.
Cooperative Maintenance

Councilmember Bloyer, seconded by Councilmember Lundgren, moved TO APPROVE THE CONSENT AGENDA AS PRESENTED. Motion passed 5 - 0.

ITEM 12: Growing Explorers Learning Center Final Plat, PUD and Conditional Use Permit

Planning Director Becker presented an overview of the application for development of a childcare facility on a 1.54 acre lot in the Boulder Ponds development and reviewed recommended conditions of approval.

Councilmember Bloyer, seconded by Councilmember Nelson, moved TO ADOPT RESOLUTION 2018-099 APPROVING THE GROWING EXPLORERS FINAL PLAT AND PUD PLANS WITH RECOMMENDED FINDINGS AND CONDITIONS OF APPROVAL AS DIRECTED BY STAFF.

Councilmember Fliflet, seconded by Councilmember Lundgren, moved TO ADD A CONDITION STATING THAT REQUIRED SETBACKS MUST BE MET. Motion failed 2 – 3. (Pearson, Bloyer, Nelson – nay)

Ahmad Shamsi, owner of Growing Explorers, Inc. commented on the site elevation, screening and layout of the building.

Primary motion passed 4 – 1. (Lundgren – nay)

Councilmember Nelson, seconded by Councilmember Bloyer, moved TO ADOPT RESOLUTION 2018-100 APPROVING A CONDITIONAL USE PERMIT FOR A DAY CARE FACILITY TO BE CALLED GROWING EXPLORERS LEARNING CENTER. Motion passed 4 – 1. (Lundgren - nay)

ITEM 13: Growing Explorers Learning Center Developer Agreement

Councilmember Bloyer, seconded by Councilmember Nelson, moved TO ADOPT RESOLUTION 2018-101 APPROVING THE DEVELOPER AGREEMENT FOR GROWING EXPLORERS. Motion passed 4 – 1. (Lundgren – nay)

ITEM 14: 45th Parallel Marker at Lions Park

Public Works Director Weldon presented options for a concrete 45th Parallel marker at Lions Park, noting staff and Parks Commission recommendations.

Jay Knutson, 1116 2nd St. N., Stillwater, commented on the options and endorsed the Parks Commission recommendation for option C, a concrete marker flush mounted in a concrete pad with a post mounted sign.

Councilmember Bloyer, seconded by Councilmember Fliflet, moved TO APPROVE FUNDING FOR THE 45TH PARALLEL MARKER AS RECOMMENDED BY THE PARKS COMMISSION WITH FUNDING FROM THE PARK DEDICATION FUND. Motion passed 5 – 0.

ITEM 15: Tablyn Park Improvements

Public Works Director Weldon presented recommendations from the Parks Commission for improvements to Tablyn Park. Discussion was held regarding lighting, parking and winter activities at the park.

Councilmember Bloyer moved TO TABLE ITEM 15. Motion died – no second.

Councilmember Fliflet, seconded by Councilmember Lundgren moved TO REFER ITEM 15 BACK TO THE PARKS COMMISSION IN LIGHT OF NEW INFORMATION RECEIVED SINCE THEY LAST CONSIDERED IT. Motion passed 4 – 1. (Bloyer – nay)

Mayor Pearson, seconded by Councilmember Nelson, moved TO DIRECT STAFF TO PROCEED WITH INSTALLATION OF THREE LIGHTS AS DESCRIBED IN THE STAFF REPORT WITH A COST ESTIMATE OF \$10,000. Motion passed 5 – 0.

ITEM 16: 3880 Laverne Avenue North Minor Subdivision Conditions Amendment

Planning Director Becker reviewed amendments proposed to Resolution 2017-013 to remove the requirement for a shared access and shared parking lot, noting that the City has purchased the building and one outlot at 3880 Laverne Avenue North. City Administrator Handt added that it would not be in the best interest of either property owner to share access and parking.

Mayor Pearson, seconded by Councilmember Lundgren, moved TO APPROVE AN AMENDMENT TO RESOLUTION 2018-013 REMOVING FINDING #4 AND CONDITION #7. Motion passed 4 – 1. (Bloyer – nay)

COUNCIL REPORTS

Mayor Pearson: Acknowledged volunteer work on the 45th parallel marker in Lions Park.

Councilmember Lundgren: Announced that the final farmers market of the season will be held on Saturday, September 8th.

Meeting adjourned at 8:21 p.m.

**LAKE ELMO CITY COUNCIL MINUTES
SEPTEMBER 4, 2018**

LAKE ELMO CITY COUNCIL

ATTEST:

Julie Johnson, City Clerk

Mike Pearson, Mayor



STAFF REPORT

DATE: September 18, 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	\$ 89,666.09	Payroll 09/13/18
47892 – 47950	\$ 967,651.80	Accounts Payable 09/18/18
TOTAL	\$ 1,057,317.89	

RECOMMENDATION:

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

“Motion to approve the aforementioned disbursements in the amount of \$1,057,317.89”

ATTACHMENTS:

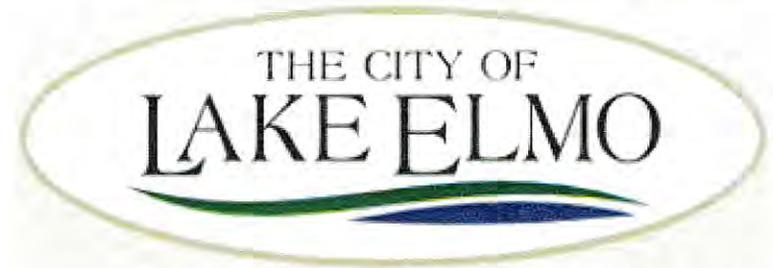
1. Accounts Payable – proof list(s)

K. Hunt

Accounts Payable

To Be Paid Proof List

User: AmyLabelle
Printed: 09/04/2018 - 3:43PM
Batch: 00002.09.2018 - DP 090418



Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
CARDMEMB	Cardmember Service								
*** 20180820	8/20/2018	-9.97	0.00	09/04/2018				No	0
101-420-2220-44300	Miscellaneous				RETURN - Sam's Club rehab supplies				
*** 20180820	8/20/2018	64.26	0.00	09/04/2018				No	0
101-420-2220-44300	Miscellaneous				Holiday - Car Wash				
*** 20180820	8/20/2018	7.25	0.00	09/04/2018				No	0
101-410-1320-43220	Postage				USPS - Postage for Verizon Contract				
*** 20180820	8/20/2018	53.37	0.00	09/04/2018				No	0
101-410-1320-44300	Miscellaneous				ALDI - Election supplies				
*** 20180820	8/20/2018	39.96	0.00	09/04/2018				No	0
101-410-1410-44300	Miscellaneous				Domino's - Election supplies				
*** 20180820	8/20/2018	89.63	0.00	09/04/2018				No	0
101-410-1410-44300	Miscellaneous				Cub Foods - election supplies				
*** 20180820	8/20/2018	32.00	0.00	09/04/2018				No	0
101-410-1410-44300	Miscellaneous				Lake Elmo Coffee - election supplies				
*** 20180820	8/20/2018	20.44	0.00	09/04/2018				No	0
101-410-1410-44300	Miscellaneous				Holiday Store - election supplies				
*** 20180820	8/20/2018	50.00	0.00	09/04/2018				No	0
101-410-1450-43180	Information Technology/Web				Constant Contact - weekly email letter				
*** 20180820	8/20/2018	143.44	0.00	09/04/2018				No	0
101-420-2400-42000	Office Supplies				Apple Store - Car charger & cord x 2				
*** 20180820	8/20/2018	9.00	0.00	09/04/2018				No	0
101-430-3100-44300	Miscellaneous				Parking - GoodPointe Tech Pavement Mgmt mtg				
*** 20180820	8/20/2018	598.73	0.00	09/04/2018				No	0
101-430-3100-42210	Repair/Maint. Supplies				Mills Fleet Farm - hook, chain, ratchet				
*** 20180820	8/20/2018	420.00	0.00	09/04/2018				No	0
603-496-9500-44370	Conferences & Training				U of M - Delegate Workshop RW				
*** 20180820	8/20/2018	160.62	0.00	09/04/2018				No	0
602-495-9450-42150	Operating Supplies				Best Buy - Ipad accessories				

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number					Description	Reference			
*** 20180820	8/20/2018	150.00	0.00	09/04/2018				No	0
101-430-3100-43180					Information Technology/Web	Asset Mgmt Software			
*** 20180820	8/20/2018	147.78	0.00	09/04/2018				No	0
603-496-9500-42400					Small Tools & Minor Equipm	Amazon - Ipad accessories			
*** 20180820	8/20/2018	47.04	0.00	09/04/2018				No	0
101-410-1410-44300					Miscellaneous	Domino's - election supplies			
*** 20180820	8/20/2018	210.00	0.00	09/04/2018				No	0
101-410-1520-44370					Conferences & Training	2018 MNGFOA Conf - AL			
	20180820 Total:	2,233.55							
	CARDMEMB Total:	2,233.55							
	Report Total:	2,233.55							

R. Hunt

Accounts Payable

To Be Paid Proof List

User: AmyLabelle
Printed: 09/11/2018 - 12:11PM
Batch: 00001.09.2018 - AP 091818



Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number					Description	Reference			
A-1 Excavating, Inc.									
A1EXCAV									
*** Pay Request # 1	9/6/2018	262,440.08	0.00	09/18/2018				No	0
409-480-8000-43150 Contract Services					OV Phase 4 Project 2017.157				
*** Pay Request # 2	9/6/2018	79,095.57	0.00	09/18/2018				No	0
601-494-9400-43150 Contract Services					OV Phase 4 Project 2017.157				
*** Pay Request # 3	9/6/2018	88,871.98	0.00	09/18/2018				No	0
601-494-9400-43150 Contract Services					OV Phase 4 Project 2017.157				
*** Pay Request # 4	9/6/2018	60,869.20	0.00	09/18/2018				No	0
601-494-9400-43150 Contract Services					OV Phase 4 Project 2017.157				
		<hr/>							
Pay Request # 2 Total:		491,276.83							
		<hr/>							
A-1 Excavating, Inc. Total:		491,276.83							
Advanced Auto Parts									
ADVAUTO									
*** 2055-449676	8/24/2018	243.64	0.00	09/18/2018				No	0
101-430-3100-42210 Repair/Maint. Supplies					Vehicle Battery				
*** 2055-449676	8/24/2018	121.82	0.00	09/18/2018				No	0
101-450-5200-42210 Repair/Maint. Supplies					Vehicle Battery				
*** 2055-449676	8/24/2018	-44.00	0.00	09/18/2018				No	0
101-430-3100-42210 Repair/Maint. Supplies					Core Return				
		<hr/>							
2055-449676 Total:		321.46							
2055-450512	9/4/2018	98.70	0.00	09/18/2018				No	0
603-496-9500-44040 Repairs/Maint. Equip.					Vehicle battery for ditch witch				

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	2055-450512 Total:	98.70							
	Advanced Auto Parts Total	420.16							
Archetype Signmakers Inc. ER-ARCHE *** 20180830	8/30/2018	500.00	0.00	09/18/2018				No	0
803-000-0000-22910 Developer Payments				Refund Escrow-8980 Hudson Blvd (Sign Variance)					
	20180830 Total:	500.00							
	Archetype Signmakers Inc.	500.00							
Black Rock Property Maintenance, LLC. BLACKROC 5103	8/30/2018	16,584.00	0.00	09/18/2018				No	0
101-450-5200-43150 Contracted Services				Mowing 070218-082018					
	5103 Total:	16,584.00							
	Black Rock Property Main	16,584.00							
Braun Intertec Corporation BRAUN B141304	8/31/2018	2,886.75	0.00	09/18/2018				No	0
409-480-8000-43150 Contract Services				2018 Street Project 2017.156					
	B141304 Total:	2,886.75							
	Braun Intertec Corporation	2,886.75							
Century Power Equipment CENTPOW *** 752858	9/5/2018	132.12	0.00	09/18/2018				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					Chain saw repair supplies				
*** 752858	9/5/2018	132.13	0.00	09/18/2018				No	0
101-430-3100-42210 Repair/Maint. Supplies					Chain saw repair supplies				
	752858 Total:	264.25							
	Century Power Equipment	264.25							
Chambers, Martin									
ER-CHAMB									
*** 20180830	8/30/2018	500.00	0.00	09/18/2018				No	0
803-000-0000-22910 Developer Payments					Refund Escrow-4689 Birchbark Trail (Permit 2018-972)				
	20180830 Total:	500.00							
	Chambers, Martin Total:	500.00							
Cintas Corporation #754									
CINTAS									
*** 4007934203	7/24/2018	220.39	0.00	09/18/2018				No	0
101-000-0000-11805 Loan Receivable					Brookfield II Cleaning & Maint Supplies				
*** 4007934203	7/24/2018	73.46	0.00	09/18/2018				No	0
101-410-1940-44010 Repairs/Maint Contractual B					City Hall Cleaning & Maint Supplies				
	4007934203 Total:	293.85							
*** 4009202178	8/29/2018	105.37	0.00	09/18/2018				No	0
101-430-3100-44170 Uniforms					Uniforms				
*** 4009202178	8/29/2018	132.11	0.00	09/18/2018				No	0
101-430-3100-42150 Operating Supplies					Rugs/soap/rags				
	4009202178 Total:	237.48							
*** 4009300252	9/5/2018	156.64	0.00	09/18/2018				No	0
101-000-0000-11805 Loan Receivable					Brookfield II Cleaning & Maint Supplies				
*** 4009300252	9/5/2018	78.31	0.00	09/18/2018				No	0
101-410-1940-44010 Repairs/Maint Contractual B					City Hall Cleaning & Maint Supplies				

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	4009300252 Total:	234.95							
*** 4009413964	9/5/2018	92.06	0.00	09/18/2018				No	0
101-430-3100-44170	Uniforms			Uniforms					
*** 4009413964	9/5/2018	93.50	0.00	09/18/2018				No	0
101-430-3100-42150	Operating Supplies			Rugs/soap/rags					
	4009413964 Total:	185.56							
	Cintas Corporation #754 T	951.84							
City of Bloomington CTYBLOOM 1800210	8/30/2018	52.50	0.00	09/18/2018				No	0
601-494-9400-42270	Utility System Maintenance			Lab Bacteria Testing - August					
	1800210 Total:	52.50							
	City of Bloomington Total:	52.50							
City of Roseville CTYROSEV 224864	8/24/2018	5,748.00	0.00	09/18/2018				No	0
101-410-1450-43180	Information Technology/Web			Monthly IT Service - Aug 2018					
	224864 Total:	5,748.00							
*** 224894	8/24/2018	96.72	0.00	09/18/2018				No	0
101-410-1320-43210	Telephone			Monthly Telephone - Aug 2018					
*** 224894	8/24/2018	48.36	0.00	09/18/2018				No	0
101-410-1520-43210	Telephone			Monthly Telephone - Aug 2018					
*** 224894	8/24/2018	48.36	0.00	09/18/2018				No	0
101-410-1910-43210	Telephone			Monthly Telephone - Aug 2018					
*** 224894	8/24/2018	24.18	0.00	09/18/2018				No	0
101-410-1940-43210	Telephone			Monthly Telephone - Aug 2018					
*** 224894	8/24/2018	48.36	0.00	09/18/2018				No	0
101-420-2100-43210	Telephone			Monthly Telephone - Aug 2018					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
*** 224894	8/24/2018	72.54	0.00	09/18/2018				No	0
101-420-2400-43210 Telephone				Monthly Telephone - Aug 2018					
*** 224894	8/24/2018	145.07	0.00	09/18/2018				No	0
101-430-3100-43210 Telephone				Monthly Telephone - Aug 2018					
	224894 Total:	483.59							
	City of Roseville Total:	6,231.59							
Comcast									
COMCAST									
*** 20180827	8/27/2017	7.89	0.00	09/18/2018				No	0
101-420-2220-44300 Miscellaneous				Cable Service 090918-100818					
	20180827 Total:	7.89							
	Comcast Total:	7.89							
Companion Animal Control, LLC									
C A C									
*** June 2018	7/20/2018	500.00	0.00	09/18/2018				No	0
101-420-2700-43150 Contract Services				Animal control services - June 2018					
*** June 2018	7/20/2018	360.00	0.00	09/18/2018				No	0
101-420-2700-43150 Contract Services				Call Response / Impoundment 7am-7pm					
*** June 2018	7/20/2018	90.00	0.00	09/18/2018				No	0
101-420-2700-43150 Contract Services				Impoundment 7pm-7am					
	June 2018 Total:	950.00							
	Companion Animal Contro	950.00							
Core & Main LP									
CORE									
J221951	8/17/2018	13,420.00	0.00	09/18/2018				No	0
601-494-9400-42300 Water Meters & Supplies				1 1/2" Water Meters x 11					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	J221951 Total:	13,420.00							
J326595	8/17/2018	3,425.97	0.00	09/18/2018				No	0
601-494-9400-42300	Water Meters & Supplies			2" Water Meters					
	J326595 Total:	3,425.97							
J327887	8/23/2018	1,700.00	0.00	09/18/2018				No	0
601-494-9400-42300	Water Meters & Supplies			1 1/2" Water Meters x 2					
	J327887 Total:	1,700.00							
	Core & Main LP Total:	18,545.97							
Creative Home Construction									
CREATHOM									
*** 20180906	9/6/2018	2,000.00	0.00	09/18/2018				No	0
803-000-0000-22900	Deposits Payable			Refund Escrow 2016-1348 4017 Lady Slipper Rd N					
	20180906 Total:	2,000.00							
	Creative Home Constructio	2,000.00							
Culligan of Stillwater									
CULLIGAN									
306X01216405	8/31/2018	75.63	0.00	09/18/2018				No	0
101-410-1940-44300	Miscellaneous			Water and cooler rental					
	306X01216405 Total:	75.63							
	Culligan of Stillwater Total	75.63							
Dell Marketing L.P.									
DELLMARK									
10259460949	8/8/2018	565.00	0.00	09/18/2018				No	0
101-410-1320-43180	Information Technology/Web			New Hard Drive - Council Chambers					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	10259460949 Total:	565.00							
10259839224	8/10/2018	1,305.20	0.00	09/18/2018				No	0
101-410-1320-43180	Information Technology/Web			New Laptop - City Administrator					
	10259839224 Total:	1,305.20							
	Dell Marketing L.P. Total:	1,870.20							
Emergency Automotive Tech, Inc EMERGAUT									
WC082818-1	8/28/2018	254.04	0.00	09/18/2018				No	0
101-450-5200-44040	Repairs/Maint Eqpt			Strobe light repair - bobcat					
	WC082818-1 Total:	254.04							
	Emergency Automotive Tec	254.04							
Emergency Response Solutions Erespol									
11609	8/27/2018	85.00	0.00	09/18/2018				No	0
101-420-2220-42400	Small Tools & Equipment			Restock Foam					
	11609 Total:	85.00							
	Emergency Response Solut	85.00							
Gonyea Homes GONYEA									
*** 20180830	8/30/2018	5,000.00	0.00	09/18/2018				No	0
803-000-0000-22900	Deposits Payable			Refund Escrow 2016-756 4075 Lady Slipper Road					
	20180830 Total:	5,000.00							
*** 20180906	9/6/2018	5,000.00	0.00	09/18/2018				No	0
803-000-0000-22900	Deposits Payable			Refund Escrow 2016-974 11199 40th St N					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	20180906 Total:	5,000.00							
	Gonyea Homes Total:	10,000.00							
Gopher State One Call									
ONECALL									
*** 8080499	8/31/2018	317.25	0.00	09/18/2018				No	0
601-494-9400-43150 Contract Services					August 2018 Locates				
*** 8080499	8/31/2018	317.25	0.00	09/18/2018				No	0
602-495-9450-43150 Contract Services					August 2018 Locates				
	8080499 Total:	634.50							
	Gopher State One Call Tot	634.50							
Gorham Communities									
GORHAMCO									
*** 20180906	9/6/2018	2,000.00	0.00	09/18/2018				No	0
803-000-0000-22900 Deposits Payable					Refund Escrow 2017-1446 1934 Annika Dr N				
*** 20180906	9/6/2018	2,000.00	0.00	09/18/2018				No	0
803-000-0000-22900 Deposits Payable					Refund Escrow 2017-1448 1938 Annika Dr N				
*** 20180906	9/6/2018	2,000.00	0.00	09/18/2018				No	0
803-000-0000-22900 Deposits Payable					Refund Escrow 2017-1447 1953 Annika Dr N				
	20180906 Total:	6,000.00							
	Gorham Communities Tota	6,000.00							
Hawkins, Inc.									
HAWKINS									
4348216	8/22/2018	365.87	0.00	09/18/2018				No	0
601-494-9400-42160 Chemicals					Chlorine				
	4348216 Total:	365.87							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	Hawkins, Inc. Total:	365.87							
Innovative Office Solutions									
INNOVAT									
IN2181458	8/30/2018	111.64	0.00	09/18/2018	Office Supplies			No	0
	101-410-1320-42000 Office Supplies								
	IN2181458 Total:	111.64							
IN2192273	9/7/2018	283.69	0.00	09/18/2018	Toner			No	0
	101-420-2220-42000 Office Supplies								
	IN2192273 Total:	283.69							
SCN-077762	9/7/2018	-11.73	0.00	09/18/2018	RETURN Office Supplies			No	0
	101-410-1320-42000 Office Supplies								
	SCN-077762 Total:	-11.73							
	Innovative Office Solutions	383.60							
IUOE Local 49									
IUOE DUES									
20180930	9/5/2018	245.00	0.00	09/18/2018	Union Dues - September 2018			No	0
	101-000-0000-21712 Union Dues								
	20180930 Total:	245.00							
	IUOE Local 49 Total:	245.00							
IUOE Local 49 Fringe Benefit F									
IUOEHEAL									
20180906	9/6/2018	8,680.00	0.00	09/18/2018	Union Health Ins. - October 2018			No	0
	101-000-0000-21713 Union Health Insurance								
	20180906 Total:	8,680.00							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	IUOE Local 49 Fringe Bene	8,680.00							
Jani-King of Minnesota, Inc									
JANIKING									
MIN07180173	8/31/2018	334.86	0.00	09/18/2018				No	0
101-410-1940-44010	Repairs/Maint Contractual B			Cleaning Services - City Hall August 2018					
	MIN07180173 Total:	334.86							
MIN09180173	9/1/2018	208.49	0.00	09/18/2018				No	0
101-430-3100-43150	Contract Services			Cleaning Services - Public Works					
	MIN09180173 Total:	208.49							
	Jani-King of Minnesota, In	543.35							
Kwik Trip Inc									
KWIK									
20180902	9/2/2018	84.21	0.00	09/18/2018				No	0
101-420-2220-42120	Fuel, Oil and Fluids			Fuel					
	20180902 Total:	84.21							
	Kwik Trip Inc Total:	84.21							
Lillie Suburban Newspaper Inc.									
Lillie									
*** 20180831	8/31/2018	28.75	0.00	09/18/2018				No	0
101-410-1910-43510	Legal Publishing			Notice - Trident Development					
*** 20180831	8/31/2018	60.38	0.00	09/18/2018				No	0
101-410-1910-43510	Legal Publishing			Ordinance 08-219					
*** 20180831	8/31/2018	37.38	0.00	09/18/2018				No	0
101-410-1910-43510	Legal Publishing			Notice - CIP					
	20180831 Total:	126.51							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number					Description	Reference			
		<u>126.51</u>			Lillie Suburban Newspaper				
Menards - Oakdale MENARDSO									
*** 60688	8/23/2018	35.98	0.00	09/18/2018				No	0
101-410-1940-42230 Building Repair Supplies					City Hall light bulbs				
*** 60688	8/23/2018	26.99	0.00	09/18/2018				No	0
101-000-0000-11805 Loan Receivable					Brookfield light bulbs				
	60688 Total:	<u>62.97</u>							
60750	8/23/2018	138.56	0.00	09/18/2018				No	0
101-450-5200-42210 Repair/Maint. Supplies					Sunfish Lake Park stain supplies for benches				
	60750 Total:	<u>138.56</u>							
*** 61136	8/30/2018	38.99	0.00	09/18/2018				No	0
101-430-3100-42210 Repair/Maint. Supplies					Diesel sprayers for paving				
*** 61136	8/30/2018	12.95	0.00	09/18/2018				No	0
602-495-9450-42000 Office Supplies					Misc. office supplies				
	61136 Total:	<u>51.94</u>							
61144	8/30/2018	20.91	0.00	09/18/2018				No	0
101-420-2220-44010 Repairs/Maint Bldg					Station # 2 septic repair				
	61144 Total:	<u>20.91</u>							
61149	8/30/2018	17.76	0.00	09/18/2018				No	0
101-420-2220-44010 Repairs/Maint Bldg					Station # 2 septic repair				
	61149 Total:	<u>17.76</u>							
61427	8/30/2018	97.50	0.00	09/18/2018				No	0
101-420-2220-44010 Repairs/Maint Bldg					Station maint / Station # 2 water clean up				
	61427 Total:	<u>97.50</u>							
	Menards - Oakdale Total:	<u>389.64</u>							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
Metropolitan Council									
METCOU									
1086993	9/5/2018	7,678.30	0.00	09/18/2018				No	0
602-495-9450-43820				Waste Water Services Oct 2018					
	1086993 Total:	7,678.30							
*** 20180831	8/31/2018	79,520.00	0.00	09/18/2018				No	0
602-000-0000-20802				SAC Charges - Aug 2018					
*** 20180831	8/31/2018	-795.20	0.00	09/18/2018				No	0
602-000-0000-37220				SAC Charges - Aug 2018 prompt pay discount					
	20180831 Total:	78,724.80							
	Metropolitan Council Tota	86,403.10							
Mickman Brothers Inc.									
MICKMANB									
180421	9/7/2018	232.50	0.00	09/18/2018				No	0
101-430-3100-44030				RPZ Repair					
	180421 Total:	232.50							
	Mickman Brothers Inc. Tot	232.50							
Miller Excavating, Inc.									
MILLEREX									
*** Pay Request # 1	9/6/2018	2,492.36	0.00	09/18/2018				No	0
404-480-8000-44030				Library Parking Lot Project 2016.132					
*** Pay Request # 2	9/6/2018	4,984.73	0.00	09/18/2018				No	0
411-480-8000-45200				Library Parking Lot Project 2016.132					
	Pay Request # 2 Total:	7,477.09							
	Miller Excavating, Inc. Tota	7,477.09							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
MN Clean Services, Inc. MNCLEANS 0918AJ01	9/1/2018	395.00	0.00	09/18/2018				No	0
101-000-0000-11805 Loan Receivable				Brookfield II Cleaning Svs August 2018					
0918AJ01 Total:		395.00							
MN Clean Services, Inc. To		395.00							
MN Department of Health MNDOH 20180907	9/7/2018	32.00	0.00	09/18/2018				No	0
601-494-9400-44370 Conferences & Training				Class C Water Exam - Coleman					
20180907 Total:		32.00							
MN Department of Health		32.00							
MN Dept of Labor & Industry MNLABOR 1924551	8/2/2018	10.00	0.00	09/18/2018				No	0
601-494-9400-44050 Repairs/Maint. Imp. Bldgs.				Pressure Vessel - Well # 2					
1924551 Total:		10.00							
1927561	8/2/2018	10.00	0.00	09/18/2018				No	0
101-430-3100-44010 Repairs/Maint Bldg				Pressure Vessel - Public Works					
1927561 Total:		10.00							
1928711	8/2/2018	10.00	0.00	09/18/2018				No	0
101-450-5200-44010 Repairs/Maint Bldg				Pressure Vessel - Parks Building					
1928711 Total:		10.00							
MN Dept of Labor & Indu		30.00							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
MN PEIP MNPEIP 751465	9/7/2018	10,789.08	0.00	09/18/2018				No	0
101-000-0000-21706 Medical Insurance				October 2018 PEIP Health Ins. Premium					
		<u>10,789.08</u>							
751465 Total:		10,789.08							
		<u>10,789.08</u>							
MN PEIP Total:		10,789.08							
MN Rural Water Association MNRURAL *** 20180907	9/7/2018	255.00	0.00	09/18/2018				No	0
601-494-9400-44370 Conferences & Training				Class C Water Training - Coleman					
		<u>255.00</u>							
20180907 Total:		255.00							
		<u>255.00</u>							
MN Rural Water Associatio		255.00							
Municipal Emergency Svs. Inc. MES 1252402	8/9/2018	428.38	0.00	09/18/2018				No	0
101-420-2220-42400 Small Tools & Equipment				Rescue webbing					
		<u>428.38</u>							
1252402 Total:		428.38							
		<u>428.38</u>							
Municipal Emergency Svs.		428.38							
NAPA Auto Parts NAPA 2091-983999	8/28/2018	11.76	0.00	09/18/2018				No	0
101-420-2220-44040 Repairs/Maint Eqpt				T1 light repair					
		<u>11.76</u>							
2091-983999 Total:		11.76							
		<u>11.76</u>							
NAPA Auto Parts Total:		11.76							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
Pomp's Tire Service, Inc.									
POMPS									
*** 210364097	8/22/2018	49.00	0.00	09/18/2018				No	0
101-430-3100-44040 Repairs/Maint Eqpt					Tire repair				
*** 210364097	8/22/2018	49.00	0.00	09/18/2018				No	0
101-450-5200-44040 Repairs/Maint Eqpt					Tire repair				
		<u>98.00</u>							
210364097 Total:		98.00							
		<u>98.00</u>							
Pomp's Tire Service, Inc. T		98.00							
Quality Locksmith Service, Inc									
QUALITY									
18755	5/3/2018	140.00	0.00	09/18/2018				No	0
101-430-3100-44010 Repairs/Maint Bldg					Lock repair - PW				
		<u>140.00</u>							
18755 Total:		140.00							
		<u>140.00</u>							
Quality Locksmith Service,		140.00							
Ricci Media Group LLC.									
RITCHIET									
*** 20180910	9/10/2018	55.00	0.00	09/18/2018				No	0
101-410-1450-43620 Cable Operations					Cable Oper - Planning Comm 082718				
		<u>55.00</u>							
20180910 Total:		55.00							
		<u>55.00</u>							
Ricci Media Group LLC. T		55.00							
Schlomka Services LLC									
SCHLOMKA									
22120	8/24/2018	220.00	0.00	09/18/2018				No	0
601-494-9400-44030 Repairs\Maint Imp Not Bldg					Pump holding tank at Booster Station				
		<u>220.00</u>							
22120 Total:		220.00							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	Schlomka Services LLC To	220.00							
Shred-It USA SHRED-IT 8125521408	8/31/2018	237.28	0.00	09/18/2018				No	0
101-410-1320-43150 Contract Services				Document Shredding					
	8125521408 Total:	237.28							
	Shred-It USA Total:	237.28							
T Mobile TMOBILE *** 20180811	8/11/2018	9.07	0.00	09/18/2018				No	0
601-494-9400-43210 Telephone				SCADA line 071118-081018					
*** 20180811	8/11/2018	9.07	0.00	09/18/2018				No	0
602-495-9450-43210 Telephone				SCADA line 071118-081018					
	20180811 Total:	18.14							
	T Mobile Total:	18.14							
T.A. Schifsky & Sons Inc TASCH 63459	8/27/2018	755.78	0.00	09/18/2018				No	0
101-430-3100-42240 Str. Maint/Landscape Materi				Hot Mix					
	63459 Total:	755.78							
63493	9/4/2018	2,614.82	0.00	09/18/2018				No	0
101-430-3100-42240 Str. Maint/Landscape Materi				Hot Mix					
	63493 Total:	2,614.82							
	T.A. Schifsky & Sons Inc T	3,370.60							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
Total Mechanical Services, Inc									
TOTALMEC									
*** 18755	8/23/2018	937.84	0.00	09/18/2018				No	0
101-430-3100-44010				RPZ testing repair at PW					
*** 18755	8/23/2018	1,875.66	0.00	09/18/2018				No	0
601-494-9400-44050				RPZ testing repair at Well # 4					
	18755 Total:	2,813.50							
	Total Mechanical Services,	2,813.50							
Towmaster, Inc									
TOWMASTE									
407477	8/27/2018	2,066.00	0.00	09/18/2018				No	0
101-430-3100-44040				Sander repair 17-1					
	407477 Total:	2,066.00							
	Towmaster, Inc Total:	2,066.00							
Valley Paving, Inc.									
VALPAVNG									
*** Pay Request # 2	8/31/2018	188,475.63	0.00	09/18/2018				No	0
409-480-8000-43030				2018 Street Imp Project 2017.156					
	Pay Request # 2 Total:	188,475.63							
	Valley Paving, Inc. Total:	188,475.63							
Verizon Wireless									
VERIZON									
*** 9813247489	8/21/2018	113.57	0.00	09/18/2018				No	0
101-430-3100-43210				Wireless charges					
*** 9813247489	8/21/2018	113.57	0.00	09/18/2018				No	0
101-450-5200-43210				Wireless charges					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
*** 9813247489	8/21/2018	113.57	0.00	09/18/2018				No	0
601-494-9400-43210 Telephone				Wireless charges					
*** 9813247489	8/21/2018	955.45	0.00	09/18/2018				No	0
603-496-9500-42400 Small Tools & Minor Equipm				Ipad & Wireless charges					
*** 9813247489	8/21/2018	113.57	0.00	09/18/2018				No	0
602-495-9450-43210 Telephone				Wireless charges					
	9813247489 Total:	1,409.73							
	Verizon Wireless Total:	1,409.73							
Washington County									
WACO-PW									
*** 145197	9/21/2018	35,466.56	0.00	09/18/2018				No	0
602-495-9450-43150 Contract Services				CSAH 13 Project 2015.125					
*** 145197	9/21/2018	21,126.00	0.00	09/18/2018				No	0
409-480-8000-43150 Contract Services				CSAH 13 Project 2015.125					
	145197 Total:	56,592.56							
	Washington County Total:	56,592.56							
Washington County									
WASHPRTA									
*** 20181015	10/15/2018	682.00	0.00	09/18/2018				No	0
251-460-6301-44390 EDA - Property Taxes				2018 Property Taxes 13.029.21.22.0025 Vac Lot					
*** 20181015	10/15/2018	10,855.00	0.00	09/18/2018				No	0
251-460-6301-44390 EDA - Property Taxes				2018 Property Taxes 13.029.21.22.0026 Brookfield II Bldg					
	20181015 Total:	11,537.00							
	Washington County Total:	11,537.00							
Wenck Associates Inc.									
WENCKASS									
*** 11806059	9/10/2018	520.00	0.00	09/18/2018				No	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
803-000-0000-22910 Developer Payments *** 11806059	9/10/2018	729.42	0.00	09/18/2018	Legacy at Northstar			No	0
803-000-0000-22910 Developer Payments *** 11806059	9/10/2018	671.00	0.00	09/18/2018	Easton Village 1st			No	0
803-000-0000-22910 Developer Payments *** 11806059	9/10/2018	291.00	0.00	09/18/2018	Boulder Ponds 4th			No	0
803-000-0000-22910 Developer Payments *** 11806059	9/10/2018	229.15	0.00	09/18/2018	Halcyon			No	0
803-000-0000-22910 Developer Payments *** 11806059	9/10/2018	807.50	0.00	09/18/2018	Hunter's Crossing 2nd			No	0
803-000-0000-22910 Developer Payments *** 11806059	9/10/2018	650.00	0.00	09/18/2018	Growing Explorers			No	0
803-000-0000-22910 Developer Payments *** 11806059	9/10/2018	299.00	0.00	09/18/2018	Boulder Ponds 3rd			No	0
803-000-0000-22910 Developer Payments *** 11806059	9/10/2018	437.50	0.00	09/18/2018	Northport 2nd			No	0
803-000-0000-22910 Developer Payments					Hunter's Crossing 1st				
	11806059 Total:	4,634.57							
	Wenck Associates Inc. Total:	4,634.57							
White, Anita Whiteani *** 20180810	8/10/2018	55.00	0.00	09/18/2018				No	0
101-410-1450-43620 Cable Operations					Cable Oper - City Council 090418				
	20180810 Total:	55.00							
	White, Anita Total:	55.00							
White, Jason WHITEJAS 20180910	9/10/2018	55.00	0.00	09/18/2018				No	0
101-410-1450-43620 Cable Operations					Cable Oper - City Council Wkshp 082818				
	20180910 Total:	55.00							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number					Description	Reference			
	White, Jason Total:	55.00							
Xcel Energy XCEL 605173110	8/27/2018	106.54	0.00	09/18/2018				No	0
101-450-5200-43810	Electric Utility				VFW Ballfield				
	605173110 Total:	106.54							
605221804	8/27/2018	14.84	0.00	09/18/2018				No	0
101-420-2220-43810	Electric Utility				Warning Sirens				
	605221804 Total:	14.84							
*** 605331564	8/28/2018	326.19	0.00	09/18/2018				No	0
101-410-1940-43810	Electric Utility				City Hall				
*** 605331564	8/28/2018	1,846.55	0.00	09/18/2018				No	0
101-000-0000-11805	Loan Receivable				Brookfield Building				
*** 605331564	8/28/2018	36.84	0.00	09/18/2018				No	0
101-430-3100-43810	Electric Utility				Traffic Lights				
	605331564 Total:	2,209.58							
605361398	8/28/2018	656.91	0.00	09/18/2018				No	0
101-430-3100-43810	Electric Utility				Public Works				
	605361398 Total:	656.91							
605923394	8/31/2018	1,368.62	0.00	09/18/2018				No	0
601-494-9400-43810	Electric Utility				Booster Station				
	605923394 Total:	1,368.62							
606070765	9/4/2018	3,574.57	0.00	09/18/2018				No	0
101-430-3100-43810	Electric Utility				Street Lights				
	606070765 Total:	3,574.57							
*** 606267590	9/5/2018	101.55	0.00	09/18/2018				No	0
101-450-5200-43810	Electric Utility				Legion Park				

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
*** 606267590	9/5/2018	41.47	0.00	09/18/2018				No	0
101-430-3100-43810 Electric Utility				Traffic Lights					
		<u>143.02</u>							
606267590 Total:		143.02							
606282211	9/5/2018	2,602.92	0.00	09/18/2018				No	0
601-494-9400-43810 Electric Utility				Wells 1 & 2					
		<u>2,602.92</u>							
606282211 Total:		2,602.92							
		<u>10,677.00</u>							
Xcel Energy Total:		10,677.00							
Youngfield Homes/Country Joe									
YOUNGFIE									
*** 20180906	9/6/2018	2,000.00	0.00	09/18/2018				No	0
803-000-0000-22900 Deposits Payable				Refund Escrow 2017-971 11507 32nd St N					
*** 20180906	9/6/2018	2,000.00	0.00	09/18/2018				No	0
803-000-0000-22900 Deposits Payable				Refund Escrow 2017-557 3212 Lilac Ave N					
*** 20180906	9/6/2018	2,000.00	0.00	09/18/2018				No	0
803-000-0000-22900 Deposits Payable				Refund Escrow 2017-1485 3255 Linden Ave					
		<u>6,000.00</u>							
20180906 Total:		6,000.00							
		<u>6,000.00</u>							
Youngfield Homes/Country		6,000.00							
		<u>965,418.25</u>							
Report Total:		965,418.25							



STAFF REPORT

DATE:
REGULAR #3
MOTION

TO: City Council
FROM: Michael Bent, Building Official
AGENDA ITEM: Approve Monthly Building Department Report for August 2018
REVIEWED BY: Kristina Handt, City Administrator

BACKGROUND:

ISSUE BEFORE COUNCIL:

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

PROPOSAL DETAILS/ANALYSIS:

Below is a snapshot of the monthly statistics for August 2018. Comparison data is also included from prior years for August new home single family construction and total permitting activity for the month. Attached are the system summary reports breaking out this information further, including the statistics related to the inspection activity.

	<u>2018</u>	<u>2017</u>	<u>2016</u>
New Homes	21	27	22
Total Valuation	\$7,451,595	\$8,928,401	\$6,346,324
Average Home Value	\$354,837	\$330,681	\$288,469
Total Permit Valuation YTD	\$82,461,781	\$82,535,499	\$87,196,825
Total Residential Units YTD	204	187	150

FISCAL IMPACT:

None

OPTIONS:

RECOMMENDATION:

Motion to accept the August 2018 monthly building permit report as presented.

ATTACHMENTS:

1. Valuation Report
2. Permits Issued & Fees Report
3. Inspection statistic report for August 2018
4. YTD Building Department Revenue Report

**CITY OF LAKE ELMO
Valuation Report - Summary**

Issued Date From: 8/1/2018 To: 8/31/2018
Permit Type: All Property Type: All Construction Type: All
Include YTD: Yes

Permit Kind	Permit Count	Valuation	Dwell Units
Permit Type: BUILDING			
COMMERCIAL REMODEL	1	\$525,000.00	0
COMMERCIAL RETAINING WALL	1	\$5,126.00	0
SINGLE FAMILY ACCESSORY BUILDING	2	\$38,500.00	0
SINGLE FAMILY ADDITION	2	\$181,000.00	0
SINGLE FAMILY BASEMENT FINISH	1	\$5,000.00	0
SINGLE FAMILY DECK	11	\$148,500.00	0
SINGLE FAMILY DOOR	1	\$7,822.00	0
SINGLE FAMILY NEW CONSTRUCTION	21	\$7,451,595.00	0
SINGLE FAMILY PORCH	2	\$65,800.00	0
SINGLE FAMILY REMODEL	4	\$160,000.00	0
SINGLE FAMILY ROOFING	29	\$451,032.88	0
SINGLE FAMILY SIDING	8	\$86,350.00	0
SINGLE FAMILY WINDOWS	8	\$152,783.75	0
Permit Type: BUILDING - Total	Period 91	\$9,278,509.63	0
	YTD 743	\$82,461,781.48	0
Report Total:	Period 91	\$9,278,509.63	0
	YTD 743	\$82,461,781.48	0

CITY OF LAKE ELMO
Permits Issued & Fees Report - Summary
Issued Date From: 8/1/2018 To: 8/31/2018
Permit Type: All Property Type: All Construction Type: All
Include YTD: Yes Status: Not Voided

Permit Kind	Permit Count	Dwell Units	Valuation	Revenue	Plan Check	State Surcharge	Park Fees	SAC Units	SAC Fees	Total Fees
Permit Type: BUILDING										
COMMERCIAL REMODEL										
	Period	1	0	525,000.00	4,921.65	2,526.32	250.00	5,000.00		12,797.97
	YTD	1	0	525,000.00	4,921.65	2,526.32	250.00	5,000.00		12,797.97
COMMERCIAL RETAINING WALL										
	Period	1	0	5,126.00	149.70		2.56			152.26
	YTD	4	0	138,126.00	2,124.50		69.06			2,193.56
COMMERCIAL ROOFING										
	Period	0								
	YTD	1	0	10,200.00	232.45		5.10			237.55
COMMERCIAL TENNANT SPACE REMODEL										
	Period	0								
	YTD	2	0	1,226,650.00	10,209.60	5,351.48	592.70			16,153.78
MANUFACTURED HOME SIDING										
	Period	0								
	YTD	1	0	500.00	29.50		0.25			29.75
PUBLIC ROOFING										
	Period	0								
	YTD	1	0	9,000.00	199.35		4.50			203.85
SINGLE FAMILY ACCESSORY BUILDING										
	Period	2	0	38,500.00	966.25	301.70	19.25			1,287.20
	YTD	6	0	138,500.00	2,960.50	1,402.97	69.25			4,432.72
SINGLE FAMILY ADDITION										
	Period	2	0	181,000.00	2,453.65	1,386.87	90.50			3,931.02
	YTD	6	0	646,988.00	8,197.10	4,535.11	323.49			13,055.70
SINGLE FAMILY ATTACHED NEW CONSTRUCTION										
	Period	0								

Permit Kind	Permit Count	Dwell Units	Valuation	Revenue	Plan Check	State Surcharge	Park Fees	SAC Units	SAC Fees	Total Fees
Permit Type: BUILDING										
SINGLE FAMILY ATTACHED REMODEL										
YTD	24	0	5,748,000.00	68,938.60	33,201.14	2,874.00	30,000.00	24	83,640.00	253,705.74
Period	0									
YTD	1	0	40,000.00	1,104.00	418.60	20.00				1,542.60
SINGLE FAMILY BASEMENT FINISH										
Period	1	0	5,000.00	253.15	86.55	2.50				342.20
YTD	10	0	196,650.00	4,563.10	2,303.03	98.32				6,964.45
SINGLE FAMILY DECK										
Period	11	0	148,500.00	3,036.90	1,693.82	74.25				4,804.97
YTD	74	0	804,671.00	17,128.75	10,505.10	402.33				28,036.18
SINGLE FAMILY DEMOLITION										
Period	0									
YTD	1	0		200.00		1.00	0.00			201.00
SINGLE FAMILY DOOR										
Period	1	0	7,822.00	182.80		3.91				186.71
YTD	8	0	76,525.00	1,710.65		38.26				1,748.91
SINGLE FAMILY EGRESS WINDOW										
Period	0									
YTD	2	0	2,700.00	118.90		1.35				120.25
SINGLE FAMILY FUEL TANK REMOVAL										
Period	0									
YTD	1	0		249.00		1.00				250.00
SINGLE FAMILY MANUFACTURED HOME										
Period	11	0		2,199.00		11.00				2,210.00
YTD	24	0		4,799.00		24.00				4,823.00
SINGLE FAMILY NEW CONSTRUCTION										
Period	21	0	7,451,595.00	76,735.65	39,232.79	3,725.79	42,000.00	21	73,185.00	265,549.73
YTD	180	0	65,892,407.00	672,886.50	344,382.40	32,871.68	362,000.00	174	606,390.00	2,288,100.58
SINGLE FAMILY POOL - IN GROUND										
Period	0									
YTD	6	0		650.00		6.00	1,683.10			3,239.10

Permit Kind	Permit Count	Dwell Units	Valuation	Revenue	Plan Check	State Surcharge	Park Fees	SAC Units	SAC Fees	Total Fees
Permit Type: BUILDING										
SINGLE FAMILY PORCH										
Period	2	0	65,800.00	1,110.00	604.51	32.90				1,747.41
YTD	7	0	227,750.00	3,681.20	2,275.79	113.87				6,070.86
SINGLE FAMILY REMODEL										
Period	4	0	160,000.00	2,548.50	1,383.52	80.00				4,012.02
YTD	21	0	652,525.35	11,460.35	5,470.82	326.26				17,257.43
SINGLE FAMILY ROOFING										
Period	29	0	451,032.88	8,903.10		225.51				9,128.61
YTD	279	0	4,020,301.99	81,119.10		2,010.09				83,129.19
SINGLE FAMILY SIDING										
Period	8	0	86,350.00	1,895.97		43.17				1,939.14
YTD	65	0	992,846.03	19,700.10		496.39				20,196.49
SINGLE FAMILY SOLAR PANEL INSTALL										
Period	0	0								
YTD	2	0	41,688.00	773.00	161.85	20.84				955.69
SINGLE FAMILY THREE SEASON PORCH										
Period	0	0								
YTD	1	0	15,000.00	298.65	194.12	7.50				500.27
SINGLE FAMILY WINDOWS										
Period	8	0	152,783.75	2,406.30		76.39				2,482.69
YTD	47	0	1,055,753.11	17,092.59		527.88				17,620.47
Permit Type: BUILDING - Totals										
Period	102	0	9,278,509.63	107,762.62	47,216.08	4,637.73	47,000.00	21	73,185.00	310,571.93
YTD	775	0	82,461,781.48	935,348.14	412,728.73	41,155.12	398,683.10	198	690,030.00	2,783,567.09
Permit Type: MECHANICAL										
COMMERCIAL HVAC										
Period	0	0								
YTD	3	0		250.50		6.35				256.85
COMMERCIAL VALUATION OTHER										

Permit Kind	Permit Count	Dwell Units	Valuation	Revenue	Plan Check	State Surcharge	Park Fees	SAC	SAC Fees	Total Fees
Permit Type: MECHANICAL										
	Period	0								
	YTD	1	0	1,075.76		35.86				1,111.62
MANUFACTURED HOME HVAC										
	Period	0								
	YTD	3	0	300.00		3.00				303.00
PUBLIC HVAC										
	Period	0								
	YTD	1	0	60.00		1.00				61.00
SINGLE FAMILY FIREPLACE										
	Period	1	0	60.00		1.00				61.00
	YTD	10	0	720.00		10.00				730.00
SINGLE FAMILY FIXTURE INSTALLATION / APPLIANCE										
	Period	1	0	60.00		1.00				61.00
	YTD	1	0	60.00		1.00				61.00
SINGLE FAMILY HVAC										
	Period	17	0	1,261.00		17.00				1,278.00
	YTD	90	0	7,442.00		90.00				7,532.00
Permit Type: MECHANICAL - Totals										
	Period	19	0	1,381.00		19.00				1,400.00
	YTD	109	0	9,908.26		147.21				10,055.47
Permit Type: PLUMBING										
COMMERCIAL FIXTURE INSTALLATION / APPLIANCE										
	Period	1	0	60.00		1.00				61.00
	YTD	2	0	120.00		2.00				1,162.00
COMMERCIAL SEWER CONNECTION										
	Period	1	0	12,060.00		1.00		8	31,880.00	68,301.50
	YTD	4	0	15,680.00		3.00		15	59,775.00	99,818.50
PUBLIC FIXTURE INSTALLATION / APPLIANCE										
	Period	0								

Permit Kind	Permit Count	Dwell Units	Valuation	Revenue	Plan Check	State Surcharge	Park Fees	SAC	SAC Fees	Total Fees
Permit Type: PLUMBING										
SINGLE FAMILY BASEMENT FINISH										
YTD	1	0		60.00		1.00				61.00
Period	0									
YTD	1	0		180.00		1.00				181.00
SINGLE FAMILY FIXTURE INSTALLATION / APPLIANCE										
Period	5	0		360.00		5.00				365.00
YTD	19	0		1,620.00		19.00				3,864.00
SINGLE FAMILY RPZ										
Period	1	0		120.00		1.00				121.00
YTD	2	0		179.00		2.00				181.00
SINGLE FAMILY SEWER & WATER CONNECTION										
Period	1	0		60.00		1.00				61.00
YTD	1	0		60.00		1.00				61.00
SINGLE FAMILY SEWER CONNECTION										
Period	3	0		1,680.00		3.00		3	9,967.00	11,650.00
YTD	15	0		7,400.00		14.00		15	48,823.00	56,237.00
SINGLE FAMILY WATER CONNECTION										
Period	0									
YTD	1	0		1,000.00						10,150.00
SINGLE FAMILY WATER HEATER										
Period	1	0		60.00		1.00				61.00
YTD	12	0		720.00		12.00				732.00
SINGLE FAMILY WATER METER										
Period	0									
YTD	4	0		240.00		4.00				3,939.00
SINGLE FAMILY WATER SOFTNER										
Period	6	0		360.00		6.00				366.00
YTD	73	0		4,379.00		73.00				4,452.00
Permit Type: PLUMBING - Totals										
Period	19	0		14,760.00		19.00		11	41,847.00	80,986.50
YTD	135	0		31,638.00		132.00		30	108,598.00	180,838.50

Permit Kind	Permit Count	Dwell Units	Valuation	Revenue	Plan Check	State Surcharge	Park Fees	SAC	SAC Fees	Total Fees
Permit Type: SPRINKLER AND ALARM										
COMMERCIAL NEW CONSTRUCTION										
	Period	0								
	YTD	1	0	320.00		8.00				328.00
Permit Type: SPRINKLER AND ALARM - Totals										
	Period	0								
	YTD	1	0	320.00		8.00				328.00
Permit Type: ZONING										
COMMERCIAL SIGN										
	Period	2	0	720.00						720.00
	YTD	8	0	1,800.00						1,800.00
SINGLE FAMILY ACCESSORY BUILDING										
	Period	1	0	75.00						75.00
	YTD	2	0	150.00						150.00
SINGLE FAMILY BED AND BREAKFAST										
	Period	0								
	YTD	2	0							
SINGLE FAMILY DRIVEWAY										
	Period	10	0	550.00						550.00
	YTD	18	0	970.00						970.00
SINGLE FAMILY FENCE										
	Period	1	0	175.00						175.00
	YTD	14	0	2,045.00						2,045.00
SINGLE FAMILY GRADING										
	Period	0								
	YTD	1	0	125.00			500.00			625.00
SINGLE FAMILY PATIO										
	Period	0								
	YTD	2	0	150.00						150.00

Permit Kind	Permit Count	Dwell Units	Valuation	Revenue	Plan Check	State Surcharge	Park Fees	SAC	SAC Fees	Total Fees
Permit Type: ZONING										
SINGLE FAMILY SIDEWALK										
Period	0									75.00
YTD	1	0		75.00						
Permit Type: ZONING - Totals										
Period	14	0		1,520.00			500.00		1,520.00	
YTD	48	0		5,315.00					6,015.00	
Report Total										
Period	154	0	\$9,278,509.63	125,423.62	47,216.08	4,675.73	47,000.00	32	115,032.00	394,478.43
YTD	1,068	0	\$82,461,781.48	982,529.40	412,728.73	41,442.33	399,183.10	228	798,628.00	2,980,804.06

CITY OF LAKE ELMO
Inspection Statistics Report - Detail

Actual Date From: 8/1/2018 To: 8/31/2018

Permit Type: All Property Type: All Construction Type: All

Inspection Type	Pass	Fail	No Status	Reinsp	Period Total	YTD Total
ABOVE CEILING	0	0	0	0	0	2
ACCESSIBILITY	0	0	0	0	0	1
AS BUILT	0	0	0	0	0	22
AIRTEST	2	0	0	0	2	10
BUILDING FINAL	38	6	0	5	44	314
DECK FINAL	13	1	0	2	14	62
DECK FOOTING	1	0	0	0	1	5
DECK FRAMING	0	0	0	0	0	1
DRYWALL	0	0	0	0	0	14
DUCTWORK	1	0	0	0	1	1
ELECTRICAL FINAL	4	0	0	0	4	100
ELECTRICAL ROUGH IN	0	0	0	0	0	36
EMERGENCY LIGHTING	0	0	0	0	0	2
ESCROW FINAL	2	0	0	0	2	29
EXIT SIGNS	0	0	0	0	0	1
FIRE ALARM FINAL	0	0	0	0	0	3
FIRE ALARM ROUGH	0	0	0	0	0	1
FENCE FINAL	2	1	0	0	3	11
FINAL	7	0	0	0	7	30
FIREPLACE ROUGH IN	22	1	0	0	23	205
FOOTINGS/SLAB	35	0	0	0	35	292
FIREPLACE FINAL	2	0	0	0	2	9
FOUNDATION PRIOR TO BACKFILL	0	0	0	0	0	2
FRAMING 2	1	0	0	0	1	10
FRAMING	41	4	0	5	45	279
FIRE SEPERATION WALL	4	0	0	0	4	57
FIRE SUPPRESSION FINAL	8	1	0	1	9	28
FIRE SUPPRESSION ROUGH IN	0	0	0	0	0	1
GASLINE / PRESSURE TEST	35	7	0	6	42	280
HEATING ROUGH 2	0	0	0	0	0	5
HOUSE WRAP	6	6	0	2	12	65
HYDROSTATIC TEST	0	0	0	0	0	1
IN FLOOR HEAT AIR TEST	1	0	0	0	1	5
INSULATION	31	0	0	2	31	237
LATH	23	0	0	0	23	183
HEATING FINAL	40	3	0	1	43	299
HEATING ROUGH IN	32	3	0	3	35	245
FIRE SPRINKLER ROUGH	6	0	0	0	6	19
PLUMBING BASEMENT ROUGH	0	0	0	0	0	2
PLUMBING FINAL	36	3	0	2	39	312
POOL FINAL	0	0	0	0	0	1
PLUMBING ROUGH IN	31	0	0	0	31	226
PLUMBING ROUGH 2	0	0	0	0	0	4
PLUMBING UNDERGROUND	37	0	0	0	37	233
PLUMBING VISUAL	0	0	0	0	0	3
POLY/UNDER SLAB	40	1	0	1	41	227
PORCH FOOTING	1	0	0	0	1	1
PUMPING REPORT	0	0	0	0	0	1
POURED WALL	26	0	0	0	26	204
RADON UNDERGROUND	16	1	0	1	17	129
ROOFING FINAL	50	1	0	1	51	218

Inspection Type	Pass	Fail	No Status	Reinsp	Period Total	YTD Total
ICE & WATER	20	1	0	0	21	204
SEPTIC	1	0	0	0	1	1
SEWER & WATER	31	0	0	0	31	179
SEWER	4	1	0	0	5	17
SIDING FINAL	8	3	0	1	11	56
FOOTINGS SIGN	0	0	0	0	0	2
SILT FENCE	0	0	0	0	0	111
SOLAR FINAL	1	0	0	0	1	1
SPRINKLER FINAL	0	0	0	0	0	3
SPRINKLER ROUGH IN	0	0	0	0	0	2
STRUCTURAL STEEL	1	0	0	0	1	1
VISUAL	0	0	0	0	0	2
WALL FOOTING	0	0	0	0	0	2
POURED WALL	2	0	0	0	2	4
WINDOW REPLACEMENT	8	2	0	0	10	38
WATERPROOF / DRAINTILE	40	1	0	1	41	178
WEATHER RESISTIVE BARRIER	17	0	0	0	17	189
Report Totals	727	47	0	34	774	5,418



STAFF REPORT

DATE:
CONSENT
ITEM #: 4

TO: City Council

FROM: Greg Malmquist, Fire Chief

AGENDA ITEM: Month End Fire Department Update for August 2018

REVIEWED BY: Kristina Handt, City Administrator

ISSUE BEFORE COUNCIL: Review month end activity update from fire department. Advise on any additional information requested.

PROPOSAL DETAILS/ANALYSIS:

We had 35 calls in August:

- 2 Fire Alarms
- 3 Arcing/shorted electrical equipment
- 2 Structure fires
- 1 Cancelled en route
- 22 Medicals
- 5 Car accidents with injuries

35 Total

A Command vehicle did not respond on 14 calls for a response rate of 60%. Our average response time was 8.9 minutes from alarm to arrival. 19 calls had 3 or less responders minus the Duty Officer with 10 calls having only 1 personnel on the first due apparatus. 11 calls this month had only shift personnel for responders.

Drills for the Month:

- #1 - CEU: Air Monitoring
- #2 - Auto Extrication
- #3 - Scene size up and Driving Apparatus

Points of Interest:

- We attended the city coordinated National Night Out at Lion's park.
- Staffing continues to be a struggle. We continue to have 3 PT Fire Fighter openings.
- Fleet DOT inspection was conducted by EAM finding multiple mechanical issues that are fixed or being fixed.
- 8 fire inspections completed for the month.
- Public Works assisted us with septic system back up into Station #2 due to heavy rains.

Part Timer Accomplishments:

- Groundskeeping and landscaping at both stations.
- Station 1 cleaning and equipment maintenance. Repaired failed emergency exit lights at both stations.
- Vehicle repairs - several vehicles required service at Oakdale Public Works.
- Assisted on several of the commercial business inspections.
- Assisted EAM with fleet inspection.
- Vehicle and equipment inspections. (fixed faulty Air Monitor)



MAYOR AND COUNCIL COMMUNICATION

DATE: 9/18/2018

CONSENT

ITEM #: 5

AGENDA ITEM: Public Works Director Report

SUBMITTED BY: Rob Weldon, Public Works Director

REVIEWED BY: Kristina Handt, City Administrator

ISSUE BEFORE COUNCIL:

City Council is asked to review and accept, as part of Consent Agenda, a brief description of activities that have taken place in the Public Works Department in the month of August 2018.

PROPOSAL DETAILS/ANALYSIS:

- Mill and Overlay Bid Opening
- Royal Golf 2nd Pre-con
- Wildflower 3rd Pre-con
- Public Surplus Action Training
- Public Works Maint. Worker interviews
- Salt Shed Pre-con Mtg
- National Night Out prep.
- Huff-n-Puff prep
- Assist with 2018 OV Phase 4 project
- Assist with election set up/take down
- Lake Ridge Crossing Pre-wear walk through
- Sentence to Serve mulching rain gardens
- Lift Station Cleaning w/Oakdale
- GIS Sunfish Trails w/ Planning Dept.
- Generator Inspections
- Pressure test in Sanctuary
- Water tower #2 Cleaning
- Pothole patching
- Ditch Mowing

RECOMMENDATION:

Base on the activities listed above, City Council is respectfully asked to accept the August 2018 Public Works Report.



STAFF REPORT

DATE: September 18, 2018

REGULAR

ITEM #6 - Consent

MOTION

TO: City Council
FROM: Sue Iverson – Finance Director
AGENDA ITEM: Approve Reimbursement Resolution
REVIEWED BY: Kristina Handt, City Administrator

BACKGROUND:

Previously the City Council authorized the purchase of a Fire Engine and a Dump Truck adopted a reimbursement resolution to approve the equipment purchases to be reimbursed through Equipment Certificates.

ISSUE BEFORE THE CITY COUNCIL:

- 1) Should the City Council authorize the issuance, awarding the sale and details of \$940,000 General Obligation Equipment Certificates?

DISCUSSION:

Bids were accepted from local banks with Lake Elmo Bank giving the lowest bid. Included in your packet is a resolution to consent to and approve the resolution awarding the bond sale to Lake Elmo Bank at 2.7% interest for a 10 year term. The sale is schedule to happen on October 15, 2018.

FISCAL IMPACT:

The annual payments will be paid back through general fund debt. Annual principal and interest payments are approximately \$120,000 a year.

OPTIONS:

- 1) Approve Resolution No. 2018-105, awarding the sale of General Obligation Equipment Certificate of Indebtedness Series 2018A, in the original aggregate principal amount of \$940,000; fixing its form and specifications; directing its execution and delivery; and providing for its payment.
- 2) Amend and then approve Resolution No. 2018-105, awarding the sale of General Obligation Equipment Certificate of Indebtedness Series 2018A, in the original aggregate principal amount of \$940,000; fixing its form and specifications; directing its execution and delivery; and providing for its payment.
- 3) Do not approve Resolution No. 2018-105, awarding the sale of General Obligation Equipment Certificate of Indebtedness Series 2018A, in the original aggregate principal amount of \$940,000; fixing its form and specifications; directing its execution and delivery; and providing for its payment.

RECOMMENDATION:

If removed from the consent agenda:

Motion to approve Resolution No. 2018-105, awarding the sale of General Obligation Equipment Certificate of Indebtedness Series 2018A, in the original aggregate principal amount of \$940,000; fixing its form and specifications; directing its execution and delivery; and providing for its payment.

ATTACHMENTS:

- 1) Resolution 2018-105.

Extract of Minutes of Meeting of the
City Council of the City of Lake Elmo
Washington County, Minnesota

Pursuant to due call and notice thereof, a regular meeting of the City Council of the City of Lake Elmo, Minnesota, was duly held in the City Hall in the City on Tuesday, September 18, 2018, commencing at 7:00 o'clock P.M.

The following members were present:

and the following were absent:

* * *

* * *

* * *

The Mayor announced that the next order of business was consideration of a proposal for the purchase of a \$940,000 General Obligation Equipment Certificate of Indebtedness, Series 2018A of the City.

The City Administrator presented the offer from Lake Elmo Bank to purchase the Certificate that had been submitted to the City pursuant to Council direction.

After due consideration of the proposal, Councilmember _____ introduced the following resolution, and moved its adoption:

RESOLUTION NO. 2018-105

A RESOLUTION AWARDED THE SALE OF A GENERAL OBLIGATION EQUIPMENT CERTIFICATE OF INDEBTEDNESS, SERIES 2018A, IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$940,000; FIXING ITS FORM AND SPECIFICATIONS; DIRECTING ITS EXECUTION AND DELIVERY; AND PROVIDING FOR ITS PAYMENT

NOW THEREFORE BE IT RESOLVED By the City Council of the City of Lake Elmo, Washington County, Minnesota (the "City") as follows:

Section 1. Sale of Certificate.

1.01. Authorization.

- (a) The City is authorized by Minnesota Statutes, Minnesota Statutes, Sections 412.301 (the "Act") to issue its general obligation equipment certificates of indebtedness on such terms and in such manner as the City determines to finance the acquisition of certain items of capital equipment, which is expected to include a fire engine and a dump truck (the "Equipment"), subject to certain limitations contained in the Act.
- (b) It is necessary and expedient to the sound financial management of the affairs of the City to issue a \$940,000 General Obligation Equipment Certificate of Indebtedness, Series 2018A (the "Certificate") pursuant to the Act to provide financing for the acquisition of the Equipment.
- (c) As required by the Act, (i) the expected useful life of the Equipment is or will be at least as long as the term of the Certificate; and (ii) the principal amount of the Certificate will not exceed 0.25 percent of the estimated market value of taxable property in the City for taxes payable in 2018, which is the market value as last finally equalized.
- (d) The City is authorized to negotiate the sale of the Certificate pursuant to an exception under Minnesota Statutes, Section 475.60, subdivision 2(a) for up to \$1,200,000 of obligations in a 12-month period, which the City has determined it will not exceed. The actions of the City staff and financial advisers in negotiating the sale of the Certificate are ratified and confirmed in all aspects.

Section 2. Details of Certificate.

2.01. Purchase of Certificate. The offer of Lake Elmo Bank (the "Purchaser") to purchase the Certificate is found to be a reasonable offer and is accepted, the proposal being to purchase the Certificate at a price of \$940,000, plus accrued interest to date of delivery, for a Certificate bearing interest at the rate of 2.700% per annum.

2.02. Terms and Principal Amount of the Certificate. The City will forthwith issue and sell the Certificate pursuant to the Act to the Purchaser in the total principal amount of \$940,000. The Certificate will be originally dated the date of delivery, in the denomination of the entire principal amount thereof, and maturing serially on February 1, in the years and amounts as follows:

<u>Year</u>	<u>Amount</u>	<u>Year</u>	<u>Amount</u>
2020	\$90,000	2026	\$110,000
2021	\$95,000	2027	\$115,000
2022	\$100,000	2028	\$115,000
2023	\$100,000		
2024	\$105,000		
2025	\$110,000		

Notwithstanding the foregoing, if the Certificates bear interest at more than one interest rate, a separate Certificate will be issued for each maturity.

2.03. Optional Redemption. The City may elect on any date to prepay the principal amount of the Certificate or any portion thereof. Redemption may be in whole or in part and if in part, at the option of the City and in such manner as the City will determine. Prepayments will be at a price of par plus accrued interest.

Section 3. Registrations.

3.01. Registered Form. The Certificate will be issued as a single typewritten certificate, numbered R-1, only in fully registered form. The interest thereon and, upon surrender of each Certificate, the principal amount thereof, will be payable by check or draft issued by the Registrar described herein.

3.02. Dates; Interest Payment Dates. The Certificate will be dated as of the last interest payment date preceding the date of authentication to which interest on the Certificate has been paid or made available for payment, unless (i) the date of authentication is an interest payment date to which interest has been paid or made available for payment, in which case the Certificate will be dated as of the date of authentication, or (ii) the date of authentication is prior to the first interest payment date, in which case the Certificate will be dated as of the date of original issue. The interest on the Certificate will be payable on February 1 and August 1 of each year, commencing August 1, 2019 to the registered owner of record as of the close of business on the 15th day of the immediately preceding month, whether or not that day is a business day.

3.03. Registration. The City appoints the City Clerk as registrar, transfer agent, authenticating agent and paying agent (the “Registrar”). The effect of registration and the rights and duties of the City and the Registrar with respect thereto will be as follows:

(a) Register. The Registrar will keep a register in which the Registrar will provide for the registration of ownership of the Certificate and the registration of transfers and exchanges of the Certificate entitled to be registered, transferred or exchanged.

(b) Transfer of Certificate. Upon surrender for transfer of the Certificate duly endorsed by the registered owner thereof or accompanied by a written instrument of transfer, in form satisfactory to the Registrar, duly executed by the registered owner thereof or by an attorney duly authorized by the registered owner in writing, the Registrar will deliver, in the name of the designated transferee or transferees, one or more new Certificates of a like aggregate principal amount and maturity, as requested by the transferor. The Registrar may, however, close the books for registration of any transfer after the fifteenth day of the month preceding each interest payment date and until that interest payment date.

(c) Exchange of Certificate. Whenever the Certificate is surrendered by the registered owner for exchange the Registrar will deliver one or more new Certificates of a like aggregate principal amount and maturity as requested by the registered owner or the owner's attorney in writing.

(d) Cancellation. Upon transfer or exchange the Certificate will be surrendered and promptly cancelled by the Registrar and thereafter disposed of as directed by the City.

(e) Improper or Unauthorized Transfer. When the Certificate is presented to the Registrar for transfer, the Registrar may refuse to transfer the same until it is satisfied that the endorsement on such Certificate or separate instrument of transfer is valid and genuine and that the requested transfer is legally authorized. The Registrar will incur no liability for the refusal, in good faith, to make transfers which it, in its judgment, deems improper or unauthorized.

(f) Persons Deemed Owners. The City and the Registrar may treat the person in whose name the Certificate is at any time registered in the register as the absolute owner of the Certificate, whether the Certificate will be overdue or not, for the purpose of receiving payment of, or on account of, the principal of and interest on the Certificate and for all other purposes, and all such payments so made to any such registered owner or upon the owner's order will be valid and effectual to satisfy and discharge the liability upon the Certificate to the extent of the sum or sums so paid.

(g) Taxes, Fees and Charges. The Registrar may impose a charge upon the owner thereof for every transfer or exchange of the Certificate sufficient to reimburse the Registrar for any tax, fee or other governmental charge required to be paid with respect to such transfer or exchange.

(h) Mutilated, Lost, Stolen or Destroyed Certificate. In case the Certificate becomes mutilated or is destroyed, stolen or lost, the Registrar will deliver a new

Certificate of like amount, number, maturity date and tenor in exchange and substitution for and upon cancellation of such mutilated Certificate or in lieu of and in substitution for any such Certificate destroyed, stolen or lost, upon the payment of the reasonable expenses and charges of the Registrar in connection therewith; and, in the case of a Certificate destroyed, stolen or lost, upon filing with the Registrar of evidence satisfactory to the Registrar that such Certificate was destroyed, stolen or lost, and of the ownership thereof, and upon furnishing to the Registrar an appropriate certificate or indemnity in form, substance and amount satisfactory to the Registrar, in which both the City and the Registrar will be named as obligees. Upon surrender to the Registrar, the Certificate will be cancelled by the Registrar and evidence of such cancellation will be given to the City. If the mutilated, destroyed, stolen or lost Certificate has already matured or been called for redemption in accordance with its terms it will not be necessary to issue a new Certificate prior to payment.

(i) Redemption. In the event any installment of principal on the Certificate is called for redemption, notice will be given by the Registrar by mailing a copy of the redemption notice by first class mail (postage prepaid) not more than 60 and not less than 30 days prior to the date fixed for redemption to the registered owner of the Certificate at the address shown on the registration books kept by the Registrar and by publishing the notice if required by law. Failure to give notice by publication or by mail to any registered owner, or any defect therein, will not affect the validity of the proceedings for the redemption of installment of principal of the Certificate. Upon redemption, the installment of principal on the Certificate so redeemed will cease to bear interest after the specified redemption date, provided that the funds for the redemption are on deposit with the place of payment at that time.

3.04. Execution and Delivery. The Certificate will be prepared under the direction of the City Clerk and will be executed on behalf of the City by the signatures of the Mayor and the City Clerk. In case any officer whose signature appears on the Certificate will cease to be such officer before the delivery of the Certificate, such signature will nevertheless be valid and sufficient for all purposes, the same as if the officer had remained in office until delivery. When the Certificate have been so prepared, executed, the City Clerk will deliver the same to the Purchaser thereof upon payment of the purchase price and the Purchaser will not be obligated to see to the application of the purchase price.

Section 4.

4.01. Form of Certificate. The Certificate will be printed or typewritten in substantially the form attached hereto as **Exhibit A**.

4.02. Approving Legal Opinion. The City Clerk is authorized and directed to obtain a copy of the proposed approving legal opinion of Kennedy & Graven, Chartered, Minneapolis, Minnesota, which will be complete except as to dating thereof and to cause the opinion to be printed on or accompany the Certificate.

Section 5. Payment: Security.

5.01. Capital Fund. There is hereby created a Capital Fund to which the proceeds of the Certificate shall be credited less any amounts credited to the Debt Service Fund. From the Capital Fund, there shall be paid all costs of issuing the Certificate and all costs and expenses of the acquisition of the Equipment, including all costs incurred and to be incurred of the kind authorized in Minnesota Statutes, Section 475.65; and the moneys in said account shall be used for no other purpose except as otherwise provided by law.

5.02 Debt Service Fund. The Certificate is payable from the General Obligation Equipment Certificate of Indebtedness, Series 2018A Debt Service Fund (the “Debt Service Fund”) hereby created, and the proceeds of the ad valorem taxes hereinafter levied described in Section 5.03 are pledged to the Debt Service Fund. If a payment of principal or interest on the Certificate becomes due when there is not sufficient money in the Debt Service Fund to pay the same, the City Finance Director will pay such principal or interest from the general fund of the City, and the general fund may be reimbursed for those advances out of the proceeds of the taxes levied by this resolution, when collected.

5.03. Pledge of Taxes. For the purpose of paying the principal of and interest on the Certificate, there is levied a direct annual irrepealable ad valorem tax upon all of the taxable property in the City, which will be spread upon the tax rolls and collected with and as part of other general taxes of the City (the “Taxes”). Such Taxes will be credited to the Debt Service Fund above provided and will be in the years and amounts set forth in **Exhibit B**.

5.04. Certification to County Auditor as to Debt Service Fund Amount. It is determined that the estimated collection of the foregoing Taxes will produce at least 5% in excess of the amount needed to meet when due, the principal and interest payments on the Certificate. The tax levy herein provided is irrepealable until the Certificate is paid, provided that at the time the City makes its annual tax levies, the City Finance Director may certify to the County Auditor of Washington County the amount available in the Debt Service Fund to pay principal and interest due during the ensuing year, and the County Auditor will thereupon reduce the levy collectible during such year by the amount so certified.

5.05. County Auditor’s Certificate as to Registration. The City Clerk is authorized and directed to file a certified copy of this resolution with the County Auditor of Washington County and to obtain the certificate required by Minnesota Statutes, Section 475.63.

Section 6. Tax Covenants.

6.01. General Tax Exemption Covenant. The City covenants and agrees with the holder from time to time of the Certificate that it will not take or permit to be taken by any of its officers, employees or agents any action which would cause the interest on the Certificate to become subject to taxation under the Internal Revenue Code of 1986, as amended (the “Code”), and the Treasury Regulations promulgated thereunder, in effect at the time of such actions, and that it will take or cause its officers, employees or agents to take, all affirmative action within its power that may be necessary to ensure that such interest will not become subject to taxation under the Code and applicable Treasury Regulations, as presently existing or as hereafter amended and made applicable to the Certificate.

6.02. Rebate. (a) The City will comply with requirements necessary under the Code to establish and maintain the exclusion from gross income of the interest on the Certificate under Section 103 of the Code, including without limitation requirements relating to temporary periods for investments, limitations on amounts invested at a yield greater than the yield on the Certificate, and the rebate of excess investment earnings to the United States, if the Certificates (together with other obligations reasonably expected to be issued in calendar year 2018) exceed the small issuer exception amount of \$5,000,000.

(b) For purposes of qualifying for the small issuer exception to the federal arbitrage rebate requirements, the City finds, determines and declares that the aggregate face amount of all tax-exempt bonds (other than private activity bonds) issued by the City (and all subordinate entities of the City) during the calendar year in which the Certificate is issued and outstanding at one time is not reasonably expected to exceed \$5,000,000, all within the meaning of Section 148(f)(4)(D) of the Code.

6.03. Private Activity Bond Status. The City further covenants not to use the proceeds of the Certificate or the Equipment or to cause or permit them to be used, in such a manner as to cause the Certificate to be a “private activity bond” within the meaning of Sections 103 and 141 through 150 of the Code.

6.04. Qualified Tax-Exempt Obligations. In order to qualify the Certificate as a “qualified tax-exempt obligation” within the meaning of Section 265(b)(3) of the Code, the City makes the following factual statements and representations:

(a) the Certificate is not a “private activity bonds” as defined in Section 141 of the Code;

(b) the City hereby designates the Certificate as a “qualified tax-exempt obligations” for purposes of Section 265(b)(3) of the Code;

(c) the reasonably anticipated amount of tax-exempt obligations (other than private activity bonds that are not qualified 501(c)(3) bonds) which will be issued by the City (and all subordinate entities of the City) during calendar year 2018 will not exceed \$10,000,000; and

(d) not more than \$10,000,000 of obligations issued by the City during calendar year 2018 have been designated for purposes of Section 265(b)(3) of the Code.

6.05. Procedural Requirements. The City will use its best efforts to comply with any federal procedural requirements which may apply in order to effectuate the designations made by this section.

Section 7. Authentication of Transcript.

7.01. Transcript. The officers of the City are hereby authorized and directed to prepare and furnish to the Purchaser and to the attorneys approving the Certificate, certified copies of proceedings and records of the City relating to the Certificate and to the financial condition and affairs of the City, and such other certificates, affidavits and transcripts as may be required to show the facts within their knowledge or as shown by the books and records in their custody and under their control, relating to the validity and marketability of the Certificate and such instruments, including any heretofore furnished, will be deemed representations of the City as to the facts stated therein.

7.02. Certification as to No Official Statement. It is determined that no comprehensive Official Statement or offering material has been prepared or circulated by the City in connection with the sale of the Certificate and that the City is relying on the investment representation of the Purchaser in an investment letter of even date now on file with the City Clerk.

Section 8. No Continuing Disclosure. Because the Certificate is in a principal amount less than \$1,000,000, the City will not enter into any undertaking to provide continuing disclosure of any kind with respect to the Certificate.

Section 9. Defeasance. When the Certificate and all interest thereon, has been discharged as provided in this section, all pledges, covenants and other rights granted by this resolution to the holder of the Certificate will cease, except that the pledge of the full faith and credit of the City for the prompt and full payment of the principal of and interest on the Certificate will remain in full force and effect. The City may discharge the Certificate which is due on any date by depositing with the Registrar on or before that date a sum sufficient for the payment thereof in full. If the Certificate should not be paid when due, it may nevertheless be discharged by depositing with the Registrar a sum sufficient for the payment thereof in full with interest accrued to the date of such deposit.

The motion for adoption was duly seconded by Councilmember _____, and,

upon vote being taken thereon, the following members voted in favor:

and the following voted against:

whereupon said resolution was declared duly passed and adopted.

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

I, the undersigned, being the duly qualified and acting Clerk of the City of Lake Elmo, Washington County, Minnesota, do hereby certify that I have carefully compared the attached and foregoing extract of minutes of a special meeting of the City Council held on Thursday, September 18, 2018, with the original minutes on file in my office and the extract is a full, true and correct copy of the minutes insofar as they relate to the issuance and sale of a \$940,000 General Obligation Equipment Certificate of Indebtedness, Series 2018A of the City.

WITNESS My hand of the City this ____ day of _____, 2018.

City Clerk
Lake Elmo, Minnesota

EXHIBIT A

No. R-1

\$940,000

UNITED STATES OF AMERICA
STATE OF MINNESOTA
COUNTY OF WASHINGTON
CITY OF LAKE ELMO

GENERAL OBLIGATION EQUIPMENT CERTIFICATE OF INDEBTEDNESS,
SERIES 2018A

Interest Rate	Maturity	Date of Original Issue	CUSIP
2.70%	February 1, 2028	October 15, 2018	

Registered Owner: Lake Elmo Bank

The City of Lake Elmo, Minnesota, a duly organized and existing municipal corporation in Washington County, Minnesota (the "City"), acknowledges itself to be indebted and for value received hereby promises to pay to the Registered Owner, or registered assigns, the principal sum of \$940,000 on February 1 in the years and installment amounts as follows:

Year	Amount	Year	Amount
2020	\$90,000	2026	\$110,000
2021	\$95,000	2027	\$115,000
2022	\$100,000	2028	\$115,000
2023	\$100,000		
2024	\$105,000		
2025	\$110,000		

with interest thereon from the date hereof at the annual rate specified above (calculated on the basis of a 360 day year of twelve 30 day months), payable February 1 and August 1 in each year, commencing August 1, 2019, to the person in whose name this Bond is registered at the close of business on the 15th day (whether or not a business day) of the immediately preceding month. The interest hereon and the principal installments hereof are payable in lawful money of the United States of America by check or draft by the City Clerk, as Registrar, Authenticating Agent and Paying Agent, or its designated successor under the Resolution described herein. For the prompt and full payment of such principal and interest as the same respectively become due, the full faith and credit and taxing powers of the City have been and are hereby irrevocably pledged.

The City may elect on any date to prepay all or a portion of the principal amount of this Certificate. Redemption may be in whole or in part and if in part, at the option of the City and in

such manner as the City will determine. Prepayments will be at a price of par plus accrued interest.

This Certificate is in the aggregate principal amount of \$940,000 issued pursuant to a resolution adopted by the City Council on September 18, 2018 (the "Resolution"), for the purpose of providing money to finance various items of capital equipment, pursuant to and in full conformity with the Constitution and laws of the State of Minnesota, including Minnesota Statutes, Chapter 475 and Section 412.301, and the principal hereof and interest hereon are payable from ad valorem taxes, as set forth in the Resolution to which reference is made for a full statement of rights and powers thereby conferred. The full faith and credit of the City are irrevocably pledged for payment of this Certificate and the City Council has obligated itself to levy additional ad valorem taxes on all taxable property, which taxes may be levied without limitation as to rate or amount.

As provided in the Resolution and subject to certain limitations set forth therein, this Certificate is transferable upon the books of the City at the principal office of the Registrar, by the registered owner hereof in person or by the owner's attorney duly authorized in writing upon surrender hereof together with a written instrument of transfer satisfactory to the Registrar, duly executed by the registered owner or the owner's attorney; and may also be surrendered in exchange for a Certificate of another authorized denomination. Upon such transfer or exchange the City will cause a new Certificate or Certificates to be issued in the name of the transferee or registered owner, of the same aggregate principal amount, bearing interest at the same rate and maturing on the same date, subject to reimbursement for any tax, fee or governmental charge required to be paid with respect to such transfer or exchange.

The City Council has designated this Certificate a "qualified tax exempt obligation" within the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended (the "Code").

The City and the Registrar may deem and treat the person in whose name this Certificate is registered as the absolute owner hereof, whether this Certificate is overdue or not, for the purpose of receiving payment and for all other purposes, and neither the City nor the Registrar will be affected by any notice to the contrary.

IT IS HEREBY CERTIFIED, RECITED, COVENANTED AND AGREED that all acts, conditions and things required by the Constitution and laws of the State of Minnesota to be done, to exist, to happen and to be performed preliminary to and in the issuance of this Certificate in order to make it a valid and binding general obligation of the City in accordance with its terms, have been done, do exist, have happened and have been performed as so required, and that the issuance of this Certificate does not cause the indebtedness of the City to exceed any constitutional, or statutory limitation of indebtedness.

IN WITNESS WHEREOF, the City of Lake Elmo, Washington County, Minnesota, by its City Council, has caused this Certificate to be executed on its behalf by the facsimile or manual signatures of the Mayor and City Clerk and has caused this Certificate to be dated as of the date set forth below.

Dated: _____, 2018

CITY OF LAKE ELMO, MINNESOTA

(do not sign)
City Clerk

(do not sign)
Mayor

REGISTRATION PROVISIONS

The ownership of the unpaid balance of the within Certificate is registered in the register of the City Clerk, in the name of the person last listed below.

<u>Date of Registration</u>	<u>Registered Owner</u>	<u>Signature of City Clerk</u>
_____, 2018	Lake Elmo Bank Federal ID: # _____	_____

EXHIBIT B

TAX LEVY SCHEDULE

<u>YEAR *</u>	<u>TAX LEVY</u>
2019	0
2020	128,995.65
2021	123,847.50
2022	126,404.25
2023	123,569.25
2024	125,984.25
2025	128,257.50
2026	125,139.00
2027	127,270.50
2028	124,010.25

** Year tax levy collected.*

STATE OF MINNESOTA
COUNTY OF WASHINGTON

COUNTY AUDITOR'S
CERTIFICATE AS TO
TAX LEVY AND
REGISTRATION

I, the undersigned County Auditor of Washington County, Minnesota, hereby certify that a resolution adopted by the City Council of the City of Lake Elmo, Minnesota, on September 18, 2018, levying taxes for the payment of a General Obligation Equipment Certificate of Indebtedness, Series 2018A, in the amount of \$940,000, dated October 15, 2018, has been filed in my office and said obligation has been registered on the register of obligations in my office and that such tax has been levied as required by law.

WITNESS My hand and official seal this ____ day of _____, 2018.

(SEAL)

County Auditor
Washington County, Minnesota

Deputy



STAFF REPORT

DATE: September 18, 2018

CONSENT

ITEM #: 7

AGENDA ITEM: 2018 Street Improvements – Pay Request No. 2

SUBMITTED BY: Amanda Groh, Project Engineer

REVIEWED BY: Kristina Handt, City Administrator
Jack Griffin, City Engineer
Chad Isakson, Assistant City Engineer

ISSUE BEFORE COUNCIL: Should the City Council approve Pay Request No. 2 for the 2018 Street Improvements?

BACKGROUND: Valley Paving, Inc. was awarded a construction contract on May 15, 2018 to complete the 2018 Street Improvements project. Construction work is in progress. The substantial completion date for the project is September 21, 2018.

PROPOSAL DETAILS/ANALYSIS: Valley Paving, Inc., has submitted Partial Pay Request No. 2 in the amount of \$188,475.63. The request has been reviewed and payment is recommended in the amount requested. In accordance with the contract documents, the City has retained 5% of the total work completed. The amount retained is \$13,772.87.

FISCAL IMPACT: None. Partial payment is proposed in accordance with the Contract for the project. Payment remains within the authorized scope and budget.

RECOMMENDATION: Staff is recommending that the City Council approve, *as part of the Consent Agenda*, Pay Request No. 2 for the 2018 Street Improvements. If removed from the consent agenda, the recommended motion for the action is as follows:

“Move to approve Pay Request No. 2 to Valley Paving, Inc. in the amount of \$188,475.63 for the 2018 Street Improvements project”.

ATTACHMENTS:

1. Partial Pay Estimate No. 2

PROJECT PAY FORM

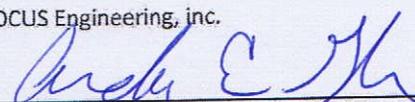
PARTIAL PAY ESTIMATE NO. <u>2</u>	FOCUS ENGINEERING, inc.
-----------------------------------	--------------------------------

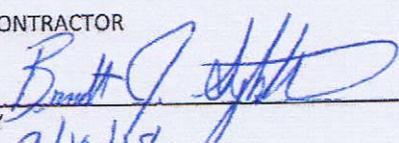
2018 STREET IMPROVEMENTS PROJECT NO. 2017.156	PERIOD OF ESTIMATE FROM <u>8/1/2018</u> TO <u>8/31/2018</u>
--	--

PROJECT OWNER: CITY OF LAKE ELMO 3800 LAVERNE AVENUE NORTH LAKE ELMO, MN 55042 ATTN: JACK GRIFFIN, CITY ENGINEER	CONTRACTOR: VALLEY PAVING, INC. 8800 13TH AVE E SHAKOPEE, MN 55379 ATTN: BRANDT SYLVESTRE, PROJECT MANAGER
---	---

CONTRACT CHANGE ORDER SUMMARY				PAY ESTIMATE SUMMARY	
No.	Approval Date	Amount			
		Additions	Deductions		
				1. Original Contract Amount	\$1,043,136.70
				2. Net Change Order Sum	\$0.00
				3. Revised Contract (1+2)	\$1,043,136.70
				4. *Work Completed	\$275,457.40
				5. *Stored Materials	\$0.00
				6. Subtotal (4+5)	\$275,457.40
				7. Retainage* <u>5.0%</u>	\$13,772.87
				8. Previous Payments	\$73,208.90
TOTALS		\$0.00	\$0.00	9. Amount Due (6-7-8)	\$188,475.63
NET CHANGE		\$0.00	\$0.00	*Detailed Breakdown Attached	

CONTRACT TIME					
START DATE:	<u>7/9/2018</u>	ORIGINAL DAYS	<u>109</u>	ON SCHEDULE	
SUBSTANTIAL COMPLETION:	<u>9/21/2018</u>	REVISED DAYS	<u>0</u>	YES	<input checked="" type="checkbox"/>
FINAL COMPLETION:	<u>10/26/2018</u>	REMAINING	<u>56</u>	NO	<input type="checkbox"/>

ENGINEER'S CERTIFICATION: The undersigned certifies that the work has been reviewed and to the best of their knowledge and belief, the quantities shown in this estimate are correct and the work has been performed in accordance with the contract documents.	FOCUS Engineering, inc.  ENGINEER <u>9/10/18</u> DATE
--	---

CONTRACTOR'S CERTIFICATION: The undersigned Contractor certifies that to the best of their knowledge, information and belief the work covered by this payment estimate has been completed in accordance with the contract documents, that all amounts have been paid by the contractor for work for which previous payment estimates was issued and payments received from the owner, and that current payment shown herein is now due.	CONTRACTOR  BY <u>9/10/18</u> DATE
--	--

APPROVED BY OWNER: CITY OF LAKE ELMO, MINNESOTA	
BY _____	BY _____
DATE _____	DATE _____

PARTIAL PAY ESTIMATE NO. 2

2018 STREET IMPROVEMENTS
CITY OF LAKE ELMO, MINNESOTA
PROJECT NO. 2017.156

FOCUS ENGINEERING, inc.

ITEM	DESCRIPTION OF PAY ITEM	UNIT	CONTRACT			THIS PERIOD		TOTAL TO DATE	
			QUANTITY	UNIT PRICE	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT
BASE BID									
1	MOBILIZATION	LS	1	\$36,000.00	\$36,000.00	0.25	\$9,000.00	0.50	\$18,000.00
2	TRAFFIC CONTROL	LS	1	\$4,000.00	\$4,000.00	0.25	\$1,000.00	0.50	\$2,000.00
3	SILT FENCE, HAND INSTALLED	LF	500	\$4.50	\$2,250.00	0.00	\$0.00	16.00	\$72.00
4	INLET PROTECTION	EA	30	\$135.00	\$4,050.00	5.00	\$675.00	5.00	\$675.00
5	DITCH CHECK	EA	5	\$230.00	\$1,150.00	0.00	\$0.00	0.00	\$0.00
6	STREET SWEEPING	HR	30	\$150.00	\$4,500.00	5.00	\$750.00	10.00	\$1,500.00
7	CLEARING	EA	10	\$450.00	\$4,500.00	1.00	\$450.00	4.00	\$1,800.00
8	GRUBBING	EA	10	\$150.00	\$1,500.00	1.00	\$150.00	4.00	\$600.00
9	SALVAGE AND REINSTALL MAILBOX	EA	88	\$100.00	\$8,800.00	17.00	\$1,700.00	31.00	\$3,100.00
10	SAWCUT BITUMINOUS PAVEMENT	LF	1,400	\$2.00	\$2,800.00	62.00	\$124.00	62.00	\$124.00
11	SAWCUT CONCRETE PAVEMENT	LF	460	\$4.10	\$1,886.00	0.00	\$0.00	0.00	\$0.00
12	REMOVE AND DISPOSE OF EXISTING BITUMINOUS PAVEMENT (DRIVEWAY)	SY	800	\$5.50	\$4,400.00	0.00	\$0.00	0.00	\$0.00
13	REMOVE AND DISPOSE OF EXISTING CONCRETE PAVEMENT (DRIVEWAY)	SY	300	\$14.00	\$4,200.00	0.00	\$0.00	0.00	\$0.00
14	REMOVE AND DISPOSE OF EXISTING CONCRETE CURB AND GUTTER	LF	270	\$9.00	\$2,430.00	82.00	\$738.00	82.00	\$738.00
15	REMOVE AND DISPOSE OF MODULAR BLOCK RETAINING WALL	SF	36	\$15.00	\$540.00	0.00	\$0.00	42.00	\$630.00
16	SUBGRADE CORRECTION (CV)	CY	500	\$24.00	\$12,000.00	0.00	\$0.00	0.00	\$0.00
17	RECLAIM EXISTING BITUMINOUS AND BASE MATERIALS, 8" DEPTH	SY	32,255	\$1.40	\$45,157.00	22,296.00	\$31,214.40	30,766.00	\$43,072.40
18	HAUL EXCESS RECLAIMED MATERIAL OFF SITE (LV)	CY	2,130	\$7.00	\$14,910.00	2,317.00	\$16,219.00	2,317.00	\$16,219.00
19	SUBGRADE PREPARATION OF RECLAIMED SURFACE	RS	102	\$170.00	\$17,340.00	34.00	\$5,780.00	34.00	\$5,780.00
20	TYPE SP 12.5 BITUMINOUS NON WEARING COURSE MIXTURE (2,B) [SPNW8230B]	TN	3,630	\$49.00	\$177,870.00	1,006.00	\$49,294.00	1,006.00	\$49,294.00
21	TYPE SP 9.5 BITUMINOUS WEARING COURSE MIXTURE (2,B) [SPWEA230B]	TN	2,722	\$53.50	\$145,627.00	0.00	\$0.00	0.00	\$0.00
22	BITUMINOUS MATERIAL FOR TACK COAT	GAL	1,921	\$1.50	\$2,881.50	50.00	\$75.00	50.00	\$75.00
23	BITUMINOUS DRIVEWAY PAVEMENT	SY	800	\$21.00	\$16,800.00	0.00	\$0.00	0.00	\$0.00
24	6" CONCRETE DRIVEWAY PAVEMENT (HIGH EARLY)	SY	300	\$70.00	\$21,000.00	0.00	\$0.00	0.00	\$0.00
25	PATCH GRAVEL DRIVEWAY	TN	10	\$55.00	\$550.00	0.00	\$0.00	0.00	\$0.00
26	SAW & SEAL STREET (40' INTERVALS)	LF	6,300	\$2.32	\$14,616.00	0.00	\$0.00	0.00	\$0.00
27	B418 CONCRETE CURB & GUTTER	LF	13,810	\$11.00	\$151,910.00	2,870.00	\$31,570.00	2,870.00	\$31,570.00
28	CONCRETE RIBBON CURB	LF	6,425	\$10.00	\$64,250.00	3,952.00	\$39,520.00	3,952.00	\$39,520.00
29	SURMOUNTABLE CONCRETE CURB AND GUTTER	LF	110	\$21.00	\$2,310.00	0.00	\$0.00	0.00	\$0.00
30	CONCRETE VALLEY GUTTER	SY	40	\$72.00	\$2,880.00	0.00	\$0.00	0.00	\$0.00
31	6" CONCRETE FLUME	SF	100	\$7.00	\$700.00	0.00	\$0.00	0.00	\$0.00
32	HIGH CAPACITY CONCRETE APRON	EA	4	\$575.00	\$2,300.00	4.00	\$2,300.00	4.00	\$2,300.00
33	CONCRETE MATURITY TESTING	LS	1	\$2,900.00	\$2,900.00	0.00	\$0.00	0.00	\$0.00
34	PERFORATED PVC EDGE DRAIN	LF	300	\$21.00	\$6,300.00	0.00	\$0.00	0.00	\$0.00
35	DRAINTILE CLEANOUT	EA	6	\$500.00	\$3,000.00	0.00	\$0.00	0.00	\$0.00
36	REMOVE AND REPLACE CASTING AND RINGS	EA	9	\$900.00	\$8,100.00	2.00	\$1,800.00	2.00	\$1,800.00
37	REMOVE AND REPLACE 4' DIA BARREL SECTION	EA	1	\$1,500.00	\$1,500.00	0.00	\$0.00	0.00	\$0.00
38	REMOVE AND DISPOSE OF EXISTING STORM SEWER PIPE	LF	246	\$9.00	\$2,214.00	0.00	\$0.00	128.00	\$1,152.00
39	REMOVE AND DISPOSE OF EXISTING STORM SEWER STRUCTURE	EA	6	\$350.00	\$2,100.00	0.00	\$0.00	2.00	\$700.00
40	CONNECT TO EXISTING STORM SEWER	EA	5	\$900.00	\$4,500.00	0.00	\$0.00	3.00	\$2,700.00
41	2' X 3' CATCH BASIN WITH CASTING PER DETAIL 404	EA	6	\$2,400.00	\$14,400.00	0.00	\$0.00	1.00	\$2,400.00
42	27" DIA MH WITH CASTING	EA	1	\$2,400.00	\$2,400.00	0.00	\$0.00	1.00	\$2,400.00
43	4' DIA CBMH WITH SUMP AND CASTING PER DETAIL 405	EA	3	\$4,500.00	\$13,500.00	0.00	\$0.00	2.00	\$9,000.00
44	4' DIA CBMH WITH CASTING PER DETAIL 406	EA	6	\$3,100.00	\$18,600.00	0.00	\$0.00	2.00	\$6,200.00
45	4' DIA MH WITH CASTING PER DETAIL 409	EA	1	\$3,650.00	\$3,650.00	0.00	\$0.00	1.00	\$3,650.00
46	12" RCP STORM SEWER, CLASS 5	LF	94	\$46.00	\$4,324.00	0.00	\$0.00	64.00	\$2,944.00
47	15" RCP STORM SEWER, CLASS 5	LF	370	\$48.00	\$17,760.00	0.00	\$0.00	110.00	\$5,280.00
48	18" RCP STORM SEWER, CLASS 5	LF	112	\$56.00	\$6,272.00	0.00	\$0.00	61.00	\$3,416.00
49	15" RCP FLARED END SECTION INCL TRASH GUARD	EA	2	\$1,100.00	\$2,200.00	0.00	\$0.00	1.00	\$1,100.00
50	18" RCP FLARED END SECTION INCL TRASH GUARD	EA	3	\$1,250.00	\$3,750.00	0.00	\$0.00	1.00	\$1,250.00
51	CLASS 3 RIP RAP WITH FABRIC	CY	17	\$116.00	\$1,972.00	0.00	\$0.00	10.00	\$1,160.00
52	DITCH GRADING	LF	340	\$9.00	\$3,060.00	0.00	\$0.00	0.00	\$0.00
53	IMPORT AND PLACE TOPSOIL BORROW (LV)	CY	2,260	\$21.50	\$48,590.00	0.00	\$0.00	0.00	\$0.00
54	SEEDING, FERTILIZER, AND EROSION CONTROL BLANKET	SY	1,500	\$1.80	\$2,700.00	0.00	\$0.00	0.00	\$0.00
55	SODDING	SY	12,100	\$5.80	\$70,180.00	0.00	\$0.00	0.00	\$0.00
56	SALVAGE AND REINSTALL SIGN	EA	13	\$50.00	\$650.00	0.00	\$0.00	0.00	\$0.00
SUBTOTAL - BASE BID					\$1,020,729.50		\$192,359.40		\$269,421.40
ALTERNATE NO. 1									
1	BITUMINOUS MIXTURE SPNW8230C IN LIEU OF SPNW8230B (ADD / DEDUCT TO BASE BID)	TN	3,630	\$6.00	\$21,780.00	1,006.00	\$6,036.00	1,006.00	\$6,036.00
2	BITUMINOUS MIXTURE SPWEA230C IN LIEU OF SPWEA230B (ADD / DEDUCT TO BASE BID)	TN	2,722	\$5.60	\$15,243.20	0.00	\$0.00	0.00	\$0.00
3	DELETE BID ITEM 25 - SAW & SEAL STREET (40' INTERVALS)	LF	-6,300	\$2.32	-\$14,616.00	0.00	\$0.00	0.00	\$0.00



STAFF REPORT

DATE: September 18, 2018

CONSENT

ITEM #: 8

AGENDA ITEM: Old Village Phase 4 Street, Drainage & Utility Improvements – Pay Request #2.

SUBMITTED BY: Chad Isakson, Project Engineer

REVIEWED BY: Kristina Handt, City Administrator
Jack Griffin, City Engineer

ISSUE BEFORE COUNCIL: Should the City Council approve Pay Request No. 2 for the Old Village Phase 4: Street, Drainage and Utility Improvements?

BACKGROUND: A-1 Excavating, Inc. was awarded a construction contract on June 5, 2018 to complete the Old Village Phase 4: Street, Drainage, and Utility Improvements. The substantial completion date for the project is October 20, 2018.

PROPOSAL DETAILS/ANALYSIS: A-1 Excavating, Inc., has submitted Partial Pay Request No. 2 in the amount of \$491,276.83. The request has been reviewed and payment is recommended in the amount requested. In accordance with the contract documents, the City has retained 5% of the total work completed. The amount retained is \$31,507.38.

FISCAL IMPACT: None. Partial payment is proposed in accordance with the Contract for the project. Payment remains within the authorized scope and budget.

RECOMMENDATION: Staff is recommending that the City Council approve, *as part of the Consent Agenda*, Pay Request No. 2 for the Old Village Phase 4: Street, Drainage, and Utility Improvements. If removed from the consent agenda, the recommended motion for the action is as follows:

“Move to approve Pay Request No. 2 to A-1 Excavating, Inc. in the amount of \$491,276.83 for the Old Village Phase 4: Street, Drainage, and Utility Improvements project”.

ATTACHMENTS:

1. Partial Pay Estimate No. 2.

PROJECT PAY FORM

PARTIAL PAY ESTIMATE NO. 2

FOCUS ENGINEERING, inc.

OLD VILLAGE PHASE 4 IMPROVEMENTS
PROJECT NO. 2017.157

PERIOD OF ESTIMATE
FROM 8/1/2018 TO 8/31/2018

PROJECT OWNER:
CITY OF LAKE ELMO
3880 LAVERNE AVENUE NORTH
LAKE ELMO, MN 55042
ATTN: JACK GRIFFIN, CITY ENGINEER

CONTRACTOR:
A-1 EXCAVATING INC.
408 26TH AVENUE PO BOX 90
BLOOMER, WI 54724
ATTN: AL GINGRAS

CONTRACT CHANGE ORDER SUMMARY

No.	Approval Date	Amount	
		Additions	Deductions
1	6/5/2018	\$24,518.00	
TOTALS		\$24,518.00	\$0.00
NET CHANGE		\$24,518.00	

PAY ESTIMATE SUMMARY

1. Original Contract Amount	\$1,698,744.21
2. Net Change Order Sum	\$24,518.00
3. Revised Contract (1+2)	\$1,723,262.21
4. *Work Completed	\$630,147.50
5. *Stored Materials	\$0.00
6. Subtotal (4+5)	\$630,147.50
7. Retainage* <u>5.0%</u>	\$31,507.38
8. Previous Payments	\$107,363.30
9. Amount Due (6-7-8)	\$491,276.83

**Detailed Breakdown Attached*

CONTRACT TIME

START DATE: 7/23/2018
SUBSTANTIAL COMPLETION: 10/20/2018
FINAL COMPLETION: 6/21/2019

ORIGINAL DAYS 333
REVISED DAYS 0
REMAINING 294

ON SCHEDULE
YES
NO

ENGINEER'S CERTIFICATION:

The undersigned certifies that the work has been reviewed and to the best of their knowledge and belief, the quantities shown in this estimate are correct and the work has been performed in accordance with the contract documents.

FOCUS ENGINEERING, Inc.



ENGINEER

9/06/2018

DATE

CONTRACTOR'S CERTIFICATION:

The undersigned Contractor certifies that to the best of their knowledge, information and belief the work covered by this payment estimate has been completed in accordance with the contract documents, that all amounts have been paid by the contractor for work for which previous payment estimates was issued and payments received from the owner, and that current payment shown herein is now due.

CONTRACTOR



BY

9/7/18

DATE

APPROVED BY OWNER: **CITY OF LAKE ELMO, MINNESOTA**

BY _____

DATE _____

BY _____

DATE _____

OLD VILLAGE PHASE 4 IMPROVEMENTS
CITY OF LAKE ELMO, MINNESOTA
PROJECT NO. 2017.157

ITEM	DESCRIPTION OF PAY ITEM	UNIT	CONTRACT			THIS PERIOD		TOTAL TO DATE	
			QUANTITY	UNIT PRICE	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT
DIVISION 1									
1	Mobilization	LS	1	\$85,000.00	\$85,000.00	0.25	\$21,250.00	0.50	\$42,500.00
2	Clearing & Grubbing	ACRE	0.2	\$11,000.00	\$2,200.00	0.00	\$0.00	0.25	\$2,750.00
3	Clearing & Grubbing	TREE	17	\$550.00	\$9,350.00	0.00	\$0.00	18.00	\$9,900.00
4	Grub Stump	EACH	3	\$220.00	\$660.00	0.00	\$0.00	3.00	\$660.00
5	Remove Mulch	SY	516	\$3.00	\$1,548.00	0.00	\$0.00	0.00	\$0.00
6	Remove Water Main Pipe	LF	1284	\$8.00	\$10,272.00	1,068.00	\$8,544.00	1,068.00	\$8,544.00
7	Remove Concrete Curb & Gutter	LF	100	\$5.00	\$500.00	0.00	\$0.00	0.00	\$0.00
8	Remove Playground Edging	LF	300	\$5.00	\$1,500.00	300.00	\$1,500.00	300.00	\$1,500.00
9	Remove Tennis Court Fencing	LF	460	\$5.00	\$2,300.00	0.00	\$0.00	620.00	\$3,100.00
10	Remove Conductors and Conduit	LF	1100	\$5.50	\$6,050.00	0.00	\$0.00	0.00	\$0.00
11	Pulverize Bituminous Pavement (P)	SY	5743	\$3.00	\$17,229.00	500.00	\$1,500.00	5,743.00	\$17,229.00
12	Remove Bituminous Tennis & Basketball Court Pavement	SY	1710	\$2.50	\$4,275.00	1,710.00	\$4,275.00	1,710.00	\$4,275.00
13	Remove Bituminous Driveway & Parking Lot Pavement	SY	2266	\$2.50	\$5,665.00	1,011.00	\$2,527.50	1,011.00	\$2,527.50
14	Remove Concrete Driveway Pavement	SY	369	\$2.50	\$922.50	100.00	\$250.00	100.00	\$250.00
15	Remove Concrete Walk	SF	88	\$2.50	\$220.00	0.00	\$0.00	0.00	\$0.00
16	Remove Retaining Wall	LF	50	\$11.00	\$550.00	70.00	\$770.00	70.00	\$770.00
17	Remove Culvert	LF	115	\$12.00	\$1,380.00	0.00	\$0.00	0.00	\$0.00
18	Remove Bollards	EACH	2	\$125.00	\$250.00	0.00	\$0.00	0.00	\$0.00
19	Remove Gate Valve & Box	EACH	2	\$225.00	\$450.00	1.00	\$225.00	1.00	\$225.00
20	Remove Hydrant	EACH	5	\$350.00	\$1,750.00	2.00	\$700.00	2.00	\$700.00
21	Remove Service Cabinet	EACH	1	\$7,000.00	\$7,000.00	0.00	\$0.00	0.00	\$0.00
22	Remove Light Foundation	EACH	4	\$350.00	\$1,400.00	4.00	\$1,400.00	4.00	\$1,400.00
23	Abandon Culvert Pipe	LF	180	\$12.00	\$2,160.00	0.00	\$0.00	0.00	\$0.00
24	Abandon Water Main	LF	950	\$8.00	\$7,600.00	0.00	\$0.00	0.00	\$0.00
25	Sawing Concrete Pavement (Full Depth)	LF	276	\$5.00	\$1,380.00	0.00	\$0.00	0.00	\$0.00
26	Sawing Bit Pavement (Full Depth)	LF	1265	\$3.50	\$4,427.50	0.00	\$0.00	0.00	\$0.00
27	Salvage and Install Wooden Fence & Archway	LF	40	\$25.00	\$1,000.00	20.00	\$500.00	20.00	\$500.00
28	Salvage Sign (Type C or Street Name Sign)	EACH	2	\$55.00	\$110.00	0.00	\$0.00	0.00	\$0.00
29	Salvage & Install Sign Type C	EACH	10	\$250.00	\$2,500.00	0.00	\$0.00	5.00	\$1,250.00
30	Salvage & Install Mailbox Assembly	EACH	16	\$225.00	\$3,600.00	8.00	\$1,800.00	8.00	\$1,800.00
31	Salvage Lighting Unit	EACH	4	\$950.00	\$3,800.00	4.00	\$3,800.00	4.00	\$3,800.00
32	Salvage Basketball Hoop & Pole Assembly	EACH	1	\$350.00	\$350.00	0.00	\$0.00	0.00	\$0.00
33	Salvage & Install Landscape Steps (Incl. Mulch & Steps)	SF	50	\$30.00	\$1,500.00	0.00	\$0.00	0.00	\$0.00
34	Common Excavation (P)	CY	8030	\$13.00	\$104,390.00	420.00	\$5,460.00	420.00	\$5,460.00
35	Subgrade Correction (EV)(Includes Select Granular Borrow - Mod 5%)	CY	600	\$18.00	\$10,800.00	0.00	\$0.00	0.00	\$0.00
36	Select Granular Borrow - Mod. 5% (CV) (P)	CY	5221	\$14.20	\$74,138.20	0.00	\$0.00	0.00	\$0.00
37	Volleyball Court Sand (18" Depth)	CY	420	\$20.00	\$8,400.00	0.00	\$0.00	0.00	\$0.00
38	Geotextile Fabric, Type V	SY	3493	\$2.50	\$8,732.50	0.00	\$0.00	0.00	\$0.00
39	Agg. Base, Cl. 6 (CV) (P)	CY	2085	\$21.80	\$45,453.00	0.00	\$0.00	0.00	\$0.00
40	Street Sweeping	HOUR	40	\$145.00	\$5,800.00	9.00	\$1,305.00	10.00	\$1,450.00
41	Bit. Material for Tack Coat	GAL	265	\$1.50	\$397.50	0.00	\$0.00	0.00	\$0.00
42	Type SP 9.5 Wearing Course Mix (2,B) (Parking Lots, Driveways & Bike Trail:	TON	447	\$93.00	\$41,571.00	0.00	\$0.00	0.00	\$0.00
43	Type SP 9.5 Wearing Course Mix (2,B) (Pickleball Courts)	TON	60	\$93.00	\$5,580.00	0.00	\$0.00	0.00	\$0.00
44	Type SP 9.5 Wearing Course Mix (3,B)	TON	147	\$75.00	\$11,025.00	0.00	\$0.00	0.00	\$0.00
45	Type SP 9.5 Wearing Course Mix (3,C)	TON	357	\$79.00	\$28,203.00	0.00	\$0.00	0.00	\$0.00
46	Type SP 12.5 Wearing Course Mix (2,B) (Pickleball Courts)	TON	119	\$1.10	\$130.90	0.00	\$0.00	0.00	\$0.00
47	Type SP 12.5 Wearing Course Mix (3,B)	TON	194	\$72.00	\$13,968.00	0.00	\$0.00	0.00	\$0.00
48	Type SP 12.5 Wearing Course Mix (3,C)	TON	378	\$76.85	\$29,049.30	0.00	\$0.00	0.00	\$0.00
49	Bituminous Wedge Paving	TON	216	\$88.96	\$19,215.36	0.00	\$0.00	0.00	\$0.00
50	Saw & Seal Joint (40' Intervals)	LF	495	\$3.70	\$1,831.50	0.00	\$0.00	0.00	\$0.00
51	Pipe Foundation Rock	LF	748	\$10.00	\$7,480.00	411.00	\$4,110.00	462.00	\$4,620.00
52	Trench Drain and Grate System	LS	1	\$7,000.00	\$7,000.00	0.00	\$0.00	0.00	\$0.00
53	12" RC Pipe Apron w/Trash Guard	EACH	4	\$975.00	\$3,900.00	0.00	\$0.00	0.00	\$0.00
54	15" RC Pipe Apron w/Trash Guard	EACH	3	\$1,060.00	\$3,180.00	0.00	\$0.00	0.00	\$0.00
55	18" RC Pipe Apron w/Trash Guard	EACH	1	\$1,180.00	\$1,180.00	0.00	\$0.00	0.00	\$0.00
56	4" PVC Perf. Edge Drain w/ Backfill & Wrap	LF	2455	\$11.00	\$27,005.00	0.00	\$0.00	0.00	\$0.00
57	4" PVC Pipe Sewer	LF	60	\$16.50	\$990.00	0.00	\$0.00	0.00	\$0.00
58	DrainTile Cleanout	EACH	25	\$405.00	\$10,125.00	0.00	\$0.00	0.00	\$0.00
59	DrainTile Cleanout Casting (R-1914-A)	EACH	8	\$620.00	\$4,960.00	0.00	\$0.00	0.00	\$0.00
60	8" PVC Pipe Sewer (SDR 26)	LF	1496	\$47.00	\$70,312.00	685.00	\$32,195.00	1,520.00	\$71,440.00
61	12" RC Pipe Sewer, Des 3006 CL V	LF	176	\$51.00	\$8,976.00	51.00	\$2,601.00	51.00	\$2,601.00
62	15" RC Pipe Sewer, Des 3006 CL V	LF	293	\$54.00	\$15,822.00	0.00	\$0.00	0.00	\$0.00
63	18" RC Pipe Sewer, Des 3006 CL V	LF	412	\$59.00	\$24,308.00	0.00	\$0.00	0.00	\$0.00
64	42" RC Pipe Sewer, Des 3006 CL III	LF	575	\$151.00	\$86,825.00	575.00	\$86,825.00	575.00	\$86,825.00
65	36" Span RC Pipe-Arch Sewer, CL IIA	LF	116	\$142.00	\$16,472.00	0.00	\$0.00	0.00	\$0.00
66	44" Span RC Pipe-Arch Sewer, CL IIA	LF	45	\$162.00	\$7,290.00	45.00	\$7,290.00	45.00	\$7,290.00
67	Connect to Existing Sanitary Sewer	EACH	2	\$3,230.00	\$6,460.00	1.00	\$3,230.00	2.00	\$6,460.00
68	Construct Drainage Structure 27" (w/ Casting)	EACH	1	\$1,550.00	\$1,550.00	1.00	\$1,550.00	1.00	\$1,550.00
69	Construct Drainage Structure 2'x3' (w/ Casting)	EACH	2	\$2,060.00	\$4,120.00	0.00	\$0.00	0.00	\$0.00
70	Construct Drainage Structure Des. CC - 48" (w/ Casting)	EACH	3	\$2,490.00	\$7,470.00	0.00	\$0.00	0.00	\$0.00
71	Construct Drainage Structure Des. CC - 48" Special (w/ 4' Sump, MH Baffle	EACH	1	\$8,325.00	\$8,325.00	0.00	\$0.00	0.00	\$0.00
72	Construct Drainage Structure Des. CC - 60" (w/ Casting)	EACH	1	\$3,380.00	\$3,380.00	0.00	\$0.00	0.00	\$0.00
73	Construct Drainage Structure Des. CC - 72" (w/ Casting)	EACH	3	\$3,780.00	\$11,340.00	2.00	\$7,560.00	2.00	\$7,560.00
74	Construct Drainage Structure Des. CC - 84" (w/ Casting)	EACH	1	\$9,080.00	\$9,080.00	1.00	\$9,080.00	1.00	\$9,080.00
75	Construct Drainage Structure Des. CC - 96" (w/ Casting)	EACH	1	\$11,050.00	\$11,050.00	1.00	\$11,050.00	1.00	\$11,050.00
76	Construct Drainage Structure Des. CC - 120" (w/ Casting)	EACH	1	\$23,000.00	\$23,000.00	1.00	\$23,000.00	1.00	\$23,000.00
77	8"x4" PVC Wye, SDR 26	EACH	7	\$325.00	\$2,275.00	2.00	\$650.00	7.00	\$2,275.00
78	8"x6" PVC Wye, SDR 26	EACH	5	\$370.00	\$1,850.00	4.00	\$1,480.00	5.00	\$1,850.00

ITEM	DESCRIPTION OF PAY ITEM	UNIT	CONTRACT			THIS PERIOD		TOTAL TO DATE	
			QUANTITY	UNIT PRICE	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT
79	2" Pressure Cleanout & Curbstop Assembly	EACH	1	\$2,000.00	\$2,000.00	1.00	\$2,000.00	1.00	\$2,000.00
80	2"x1-1/4" Fused Tee	EACH	10	\$105.00	\$1,050.00	10.00	\$1,050.00	10.00	\$1,050.00
81	1-1/4" Curb Stop & Box	EACH	10	\$645.00	\$6,450.00	9.00	\$5,805.00	9.00	\$5,805.00
82	4" PVC Sanitary Service Pipe - Sch40	LF	233	\$37.00	\$8,621.00	78.00	\$2,886.00	78.00	\$2,886.00
83	6" PVC Sanitary Service Pipe - Sch40	LF	164	\$39.00	\$6,396.00	97.00	\$3,783.00	97.00	\$3,783.00
84	1-1/4" HDPE Service Pipe	LF	335	\$36.00	\$12,060.00	259.00	\$9,324.00	259.00	\$9,324.00
85	2" HDPE Pressure Pipe	LF	625	\$32.00	\$20,000.00	630.00	\$20,160.00	630.00	\$20,160.00
86	Tracer Wire Box - (at property line)	EACH	22	\$85.00	\$1,870.00	0.00	\$0.00	0.00	\$0.00
87	Sanitary Sewer Manhole (10' Deep)	EACH	6	\$3,750.00	\$22,500.00	3.00	\$11,250.00	6.00	\$22,500.00
88	Sewer Telesighting	LF	1496	\$1.50	\$2,244.00	0.00	\$0.00	0.00	\$0.00
89	2" Rigid Insulation	SY	18	\$36.00	\$648.00	7.00	\$252.00	7.00	\$252.00
90	Relocate Irrigation System	LF	200	\$25.00	\$5,000.00	0.00	\$0.00	0.00	\$0.00
91	Temporary Water Service	LS	1	\$8,000.00	\$8,000.00	0.75	\$6,000.00	1.00	\$8,000.00
92	1" Corporation Stop	EACH	19	\$200.00	\$3,800.00	9.00	\$1,800.00	9.00	\$1,800.00
93	2" Corporation Stop	EACH	5	\$490.00	\$2,450.00	4.00	\$1,960.00	4.00	\$1,960.00
94	1" Curb Stop & Box	EACH	19	\$360.00	\$6,840.00	8.00	\$2,880.00	8.00	\$2,880.00
95	2" Curb Stop & Box	EACH	5	\$680.00	\$3,400.00	4.00	\$2,720.00	4.00	\$2,720.00
96	Connect to Existing Water Main	EACH	4	\$1,700.00	\$6,800.00	3.00	\$5,100.00	3.00	\$5,100.00
97	Connect to Existing Water Service	EACH	24	\$200.00	\$4,800.00	10.00	\$2,000.00	10.00	\$2,000.00
98	Adjust Gate Valve Box	EACH	3	\$180.00	\$540.00	0.00	\$0.00	0.00	\$0.00
99	Hydrant	EACH	8	\$4,290.00	\$34,320.00	7.00	\$30,030.00	7.00	\$30,030.00
100	6" Gate Valve & Box	EACH	9	\$1,300.00	\$11,700.00	8.00	\$10,400.00	8.00	\$10,400.00
101	8" Gate Valve & Box	EACH	2	\$1,650.00	\$3,300.00	4.00	\$6,600.00	4.00	\$6,600.00
102	1" Type K Copper Pipe	LF	705	\$38.00	\$26,790.00	285.00	\$10,830.00	285.00	\$10,830.00
103	2" Type K Copper Pipe	LF	170	\$45.00	\$7,650.00	130.00	\$5,850.00	130.00	\$5,850.00
104	6" Water Main DIP - CL 52 (Poly Encased)	LF	128	\$51.00	\$6,528.00	92.00	\$4,692.00	92.00	\$4,692.00
105	8" Water Main DIP - CL 52 (Poly Encased)	LF	2120	\$54.00	\$114,480.00	1,995.00	\$107,730.00	1,995.00	\$107,730.00
106	Water Main Fittings	LB	925	\$8.00	\$7,400.00	1,113.00	\$8,904.00	1,113.00	\$8,904.00
107	Random Rip-Rap, Class III (includes Geotextile Fabric)	CY	10	\$100.00	\$1,000.00	0.00	\$0.00	0.00	\$0.00
108	5" Concrete Walk	SF	1605	\$5.05	\$8,105.25	0.00	\$0.00	0.00	\$0.00
109	6" Concrete Walk - Pedestrian Ramp	SF	50	\$6.75	\$337.50	0.00	\$0.00	0.00	\$0.00
110	Epoxy-Coated Reinforcement Bars	EACH	50	\$7.40	\$370.00	0.00	\$0.00	0.00	\$0.00
111	B6 Concrete Curb	LF	400	\$24.50	\$9,800.00	0.00	\$0.00	0.00	\$0.00
112	B612 Concrete Curb & Gutter	LF	966	\$14.50	\$14,007.00	0.00	\$0.00	0.00	\$0.00
113	B618 Concrete Curb & Gutter	LF	2400	\$14.00	\$33,600.00	0.00	\$0.00	0.00	\$0.00
114	18" Concrete Ribbon Curb	LF	630	\$12.50	\$7,875.00	0.00	\$0.00	0.00	\$0.00
115	24" Concrete Edging (Pickleball Court)	LF	390	\$28.00	\$10,920.00	0.00	\$0.00	0.00	\$0.00
116	Surmountable Concrete Curb (Playground)	LF	300	\$34.00	\$10,200.00	0.00	\$0.00	0.00	\$0.00
117	6" Concrete Driveway Pavement	SY	355	\$67.00	\$23,785.00	0.00	\$0.00	0.00	\$0.00
118	8" Concrete Driveway Pavement	SY	500	\$77.00	\$38,500.00	0.00	\$0.00	0.00	\$0.00
119	6" Concrete Pavement	SY	150	\$58.00	\$8,700.00	0.00	\$0.00	0.00	\$0.00
120	Truncated Domes	SF	20	\$71.00	\$1,420.00	0.00	\$0.00	0.00	\$0.00
121	Service Cabinet	EACH	1	\$10,400.00	\$10,400.00	0.00	\$0.00	0.00	\$0.00
122	Service Equipment	EACH	1	\$5,240.00	\$5,240.00	0.00	\$0.00	0.00	\$0.00
123	Equipment Pad	EACH	1	\$1,340.00	\$1,340.00	0.00	\$0.00	0.00	\$0.00
124	Light Foundation	EACH	4	\$1,660.00	\$6,640.00	0.00	\$0.00	0.00	\$0.00
125	Install Lighting Unit	EACH	4	\$1,400.00	\$5,600.00	0.00	\$0.00	0.00	\$0.00
126	2" Non-Metallic Conduit	LF	280	\$12.40	\$3,472.00	0.00	\$0.00	0.00	\$0.00
127	Underground Wire 1/C 8 AWG	LF	950	\$2.50	\$2,375.00	0.00	\$0.00	0.00	\$0.00
128	Underground Wire 1/C 12 AWG	LF	960	\$1.45	\$1,392.00	0.00	\$0.00	0.00	\$0.00
129	Traffic Control	LS	1	\$5,500.00	\$5,500.00	0.50	\$2,750.00	0.50	\$2,750.00
130	Sign Panels, Type C	SF	36	\$60.00	\$2,160.00	0.00	\$0.00	0.00	\$0.00
131	Sign, Type Special (Street Name)	EACH	2	\$385.00	\$770.00	0.00	\$0.00	0.00	\$0.00
132	4" Solid Line White Epoxy	LF	80	\$8.80	\$704.00	0.00	\$0.00	0.00	\$0.00
133	4" Double Solid Yellow Epoxy	LF	1250	\$1.00	\$1,250.00	0.00	\$0.00	0.00	\$0.00
134	Color Coating for Pickleball Courts	LS	1	\$6,600.00	\$6,600.00	0.00	\$0.00	0.00	\$0.00
135	Pickleball Court Striping Epoxy	EACH	4	\$1,650.00	\$6,600.00	0.00	\$0.00	0.00	\$0.00
136	Pickleball Net and Post System	EACH	4	\$4,400.00	\$17,600.00	0.00	\$0.00	0.00	\$0.00
137	Silt Fence, Premeassembled	LF	360	\$3.50	\$1,260.00	100.00	\$350.00	100.00	\$350.00
138	Storm Drain Inlet Protection	EACH	8	\$150.00	\$1,200.00	0.00	\$0.00	0.00	\$0.00
139	Common Topsoil Borrow (Pulverized) (LV)	CY	2382	\$30.00	\$71,460.00	0.00	\$0.00	0.00	\$0.00
140	Sodding, Type Mineral	SY	7563	\$5.30	\$40,083.90	0.00	\$0.00	0.00	\$0.00
141	Seeding (Seed Mixture Type 33-261)	ACRE	0.06	\$10,450.00	\$627.00	0.00	\$0.00	0.00	\$0.00
142	Erosion Control Blanket Category 3N	SY	250	\$3.00	\$750.00	0.00	\$0.00	0.00	\$0.00
143	Turf Reinforcement Mat Category 1	SY	463	\$8.60	\$3,981.80	0.00	\$0.00	0.00	\$0.00
144	Sediment Control Log	LF	750	\$3.00	\$2,250.00	0.00	\$0.00	0.00	\$0.00
145	Wood Playground Chips (12" Depth)	SY	675	\$9.00	\$6,075.00	0.00	\$0.00	0.00	\$0.00
146	Wood Landscape Mulch (4" thick)	SY	45	\$5.50	\$247.50	0.00	\$0.00	0.00	\$0.00
147	Temporary Rock Construction Entrance	EACH	3	\$1,200.00	\$3,600.00	3.00	\$3,600.00	3.00	\$3,600.00
SUBTOTAL - DIVISION 1					\$1,698,744.21		\$517,133.50		\$630,147.50
TOTALS - BASE CONTRACT					\$1,698,744.21		\$517,133.50		\$630,147.50
CHANGE ORDER NO. 1									
CO1-1	18" RC Pipe Sewer, Des 3006 CL V	LF	262	\$59.00	\$15,458.00	0.00	\$0.00	0.00	\$0.00
CO1-2	Construct Drainage Struct Des. CC-48" (w/ Casting)	EACH	2	\$2,490.00	\$4,980.00	0.00	\$0.00	0.00	\$0.00
CO1-3	Construct Drainage Struct Des. CC-72" (w/ Casting)	EACH	1	\$3,780.00	\$3,780.00	0.00	\$0.00	0.00	\$0.00
CO1-4	Storm Sewer Drain Inlet Protection	EACH	2	\$150.00	\$300.00	0.00	\$0.00	0.00	\$0.00
TOTALS - CHANGE ORDER NO. 1					\$24,518.00		\$0.00		\$0.00
TOTALS - REVISED CONTRACT					\$1,723,262.21		\$517,133.50		\$630,147.50



STAFF REPORT

DATE: September 18, 2018

CONSENT

ITEM # 9

AGENDA ITEM: Public Library Site Improvements – Accept Improvements and Approve Pay Request No. 2 (Final)

SUBMITTED BY: Chad Isakson, Project Engineer

REVIEWED BY: Kristina Handt, City Administrator
Jack Griffin, City Engineer
Rob Weldon, Public Works Director

ISSUE BEFORE COUNCIL: Should the City Council accept the Public Library Site Improvements and approve Pay Request No. 2 (Final) to Miller Excavating, Inc.?

BACKGROUND: Miller Excavating, Inc. was awarded a construction contract to complete the Public Library Site Improvements in accordance with a Construction Contract dated December 7, 2017. The Project Engineer has prepared a Certificate of Completion indicating that all work is completed including all punch list items and is recommending acceptance of the improvements and release of final retainage. Project acceptance will initiate the one-year warranty period for the improvements. The one-year warranty will begin on September 18, 2018 and will extend through September 18, 2019.

PROPOSAL DETAILS/ANALYSIS: Miller Excavating, Inc. has submitted Partial Pay Request No. 2 (Final) in the amount of \$7,477.09. The work has been reviewed by the Engineer and is fully completed in accordance with the Contract and Specifications. The City Council is respectfully requested to consider accepting the improvements and approving Pay Request No. 2 (Final) for the Public Library Site Improvements.

FISCAL IMPACT: The final total construction cost for the project is \$59,402.05, which is 18.2% below the original contract award amount of \$71,401.80. The total amount of engineering expended on design, construction observation, construction administration for the improvements was \$10,000. The total project cost was \$69,402.05 compare to the total authorized budget of \$76,000.

RECOMMENDATION: Staff is recommending that the City Council consider, *as part of the Consent Agenda*, accepting the Public Library Site Improvements and approving Pay Request No. 2 (Final) in the amount of \$7,477.09. If removed from the consent agenda, the recommended motion for the action is as follows:

“Move to accept the improvements and approve Pay Request No. 2 (Final) to Miller Excavating, Inc. in the amount of \$7,477.09 for the Public Library Site Improvements project”.

ATTACHMENTS:

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

PROJECT PAY FORM

PARTIAL PAY ESTIMATE NO. <u>2 (Final)</u>		FOCUS ENGINEERING, inc.	
PUBLIC LIBRARY PARKING LOT IMPROVEMENTS PROJECT NO. 2016.132		PERIOD OF ESTIMATE FROM <u>6/7/2018</u> TO <u>9/6/2018</u>	
PROJECT OWNER: CITY OF LAKE ELMO 3880 LAVERNE AVENUE NORTH, SUITE 100 LAKE ELMO, MN 55042 ATTN: JACK GRIFFIN, CITY ENGINEER		CONTRACTOR: MILLER EXCAVATING, INC 3241 STAGECOACH TRAIL N STILLWATER, MN 55082 ATTN: STEVE ST. CLAIRE	
CONTRACT CHANGE ORDER SUMMARY		PAY ESTIMATE SUMMARY	
No.	Approval Date	Amount	
		Additions	Deductions
TOTALS		\$0.00	\$0.00
NET CHANGE		\$0.00	\$0.00
		*Detailed Breakdown Attached	
CONTRACT TIME			
START DATE:	<u>5/1/2018</u>	ORIGINAL DAYS	<u>52</u>
SUBSTANTIAL COMPLETION:	<u>6/22/2018</u>	REVISED DAYS	<u>0</u>
FINAL COMPLETION:	<u>6/22/2018</u>	REMAINING	<u>-76</u>
		ON SCHEDULE	YES <input checked="" type="checkbox"/>
			NO <input type="checkbox"/>
ENGINEER'S CERTIFICATION: The undersigned certifies that the work has been reviewed and to the best of their knowledge and belief, the quantities shown in this estimate are correct and the work has been performed in accordance with the contract documents.		FOCUS ENGINEERING, Inc.  ENGINEER <u>9/6/2018</u> DATE	
CONTRACTOR'S CERTIFICATION: The undersigned Contractor certifies that to the best of their knowledge, information and belief the work covered by this payment estimate has been completed in accordance with the contract documents, that all amounts have been paid by the contractor for work for which previous payment estimates was issued and payments received from the owner, and that current payment shown herein is now due.		CONTRACTOR  BY <u>9/6/18</u> DATE	
APPROVED BY OWNER: CITY OF LAKE ELMO, MINNESOTA			
BY _____		BY _____	
DATE _____		DATE _____	

PARTIAL PAY ESTIMATE NO. 2 (Final)

PUBLIC LIBRARY PARKING LOT IMPROVEMENTS
 CITY OF LAKE ELMO, MINNESOTA
 PROJECT NO. 2016.132



ITEM	DESCRIPTION OF PAY ITEM	UNIT	CONTRACT			THIS PERIOD		TOTAL TO DATE	
			QUANTITY	UNIT PRICE	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT
DIVISION 1									
1	MOBILIZATION	LS	1	\$3,400.00	\$3,400.00	0.00	\$0.00	1.00	\$3,400.00
2	COMMON EXCAVATION (P)	CY	792	\$11.00	\$8,712.00	0.00	\$0.00	792.00	\$8,712.00
3	SELECT GRANULAR – MOD. 5% (CV) (P) (12-INCH DEPTH)	CY	325	\$12.50	\$4,062.50	0.00	\$0.00	325	\$4,062.50
4	AGG. BASE, CL. 6 (CV) (PV) (6-INCH DEPTH)	CY	165	\$20.50	\$3,382.50	0.00	\$0.00	165	\$3,382.50
5	TYPE SP 9.5 WEARING COURSE MIXTURE (3,B) (3-INCH DEPTH)	TN	150	\$115.00	\$17,250.00	0.00	\$0.00	147.69	\$16,984.35
6	15" RC PIPE SEWER, DES 3006	LF	60	\$48.00	\$2,880.00	0.00	\$0.00	0	\$0.00
7	CONST DRAINAGE STRUCTURE TYPE 406 (W/ CASTING) (INCLUDES DIAMET	EA	1	\$3,260.00	\$3,260.00	0.00	\$0.00	1	\$3,260.00
8	CONST DRAINAGE STRUCTURE TYPE 404-2'x3' (W/ CASTING)	EA	1	\$2,266.00	\$2,266.00	0.00	\$0.00	0	\$0.00
9	5-INCH CONCRETE WALK	SF	221	\$7.40	\$1,635.40	0.00	\$0.00	93	\$688.20
10	CONCRETE CURB & GUTTER DESIGN B618	LF	330	\$22.65	\$7,474.50	0.00	\$0.00	362	\$8,199.30
11	5-INCH CONCRETE FLUME	LF	10	\$40.00	\$400.00	0.00	\$0.00	0	\$0.00
12	PEDESTRIAN CURB RAMP	EA	2	\$550.00	\$1,100.00	0.00	\$0.00	2	\$1,100.00
13	TRUNCATED DOMES	SF	24	\$75.00	\$1,800.00	0.00	\$0.00	24	\$1,800.00
14	SIGN TYPE C	SF	6	\$45.00	\$270.00	3.50	\$157.50	4	\$157.50
15	SILT FENCE, TYPE MS	LF	230	\$5.00	\$1,150.00	0.00	\$0.00	0	\$0.00
16	STORM DRAIN INLET PROTECTION	EA	2	\$100.00	\$200.00	0.00	\$0.00	0	\$0.00
17	SODDING TYPE LAWN	SY	459	\$7.00	\$3,213.00	272.00	\$1,904.00	272	\$1,904.00
18	IMPORT TOPSOIL (CV) (6-INCH DEPTH)	CY	92	\$40.00	\$3,680.00	0.00	\$0.00	32	\$1,280.00
19	PAVT MESSAGE (HANDICAP SYMBOL) – EPOXY	EA	2	\$500.00	\$1,000.00	2.00	\$1,000.00	2	\$1,000.00
20	4" SOLID LINE WHITE – EPOXY	LF	642	\$3.95	\$2,535.90	426.00	\$1,682.70	426	\$1,682.70
21	4" PVC SCH 40 DRAINTILE WITH COARSE FILTER AGGREGATE (MNDOT SPE	LF	100	\$14.00	\$1,400.00	0.00	\$0.00	116	\$1,624.00
22	DRAINTILE CLEANOUT	EA	2	\$165.00	\$330.00	0.00	\$0.00	1	\$165.00
SUBTOTAL - DIVISION 1					\$71,401.80		\$4,744.20		\$59,402.05
TOTALS					\$71,401.80		\$4,744.20		\$59,402.05

CERTIFICATE OF COMPLETION

DATE OF ISSUANCE: September 18, 2018

OWNER:	<u>CITY OF LAKE ELMO, MN</u>
CONTRACTOR:	<u>MILLER EXCAVATING, INC.</u>
PROJECT NAME:	<u>PUBLIC LIBRARY SITE IMPROVEMENTS</u>
PROJECT NO.:	<u>2016.132</u>

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

I do hereby certify that the work to which this Certificate applies has been constructed in accordance with the Contract dated May 16, 2017. The above-mentioned improvement is hereby declared to be complete and acceptance of this work is recommended.

DATE OF COMPLETION: September 18, 2018

Chad Isakson Reg. No. 49028



FOCUS Engineering, inc.

THE WARRANTY PERIOD BEGINS September 18, 2018 AND ENDS September 18, 2019



STAFF REPORT

DATE: September 18, 2018

CONSENT

ITEM #: 10

AGENDA ITEM: Private Development Projects – Approve Security Reductions for Southwind Addition

SUBMITTED BY: Jack Griffin, City Engineer

REVIEWED BY: Kristina Handt, City Administrator
Emily Becker, Planning Director
Chad Isakson, Assistance City Engineer

ISSUE BEFORE COUNCIL: Should the City Council approve security reductions for the Southwind Addition?

PROPOSAL DETAILS/ANALYSIS: Staff has received and processed requests to reduce the development security in accordance with the various development projects. These requests have been reviewed and the following reductions are being recommended for approval:

	<u>Current Security Amount</u>	<u>Proposed Security Amount</u>
1. Southwind Addition:	\$1,266,091	\$963,783

Work within each of these developments have progressed in accordance with the respective development agreement and to the extent necessary to support a reduction in the security as detailed in this report.

FISCAL IMPACT: It is the City's goal to retain at all times during the subdivision improvements a security amount that is adequate to ensure completion of all elements of the improvements as protection to the City tax payers against the potential of developer default. With this reduction, the remaining security amount held by the City remains sufficient to complete the remaining improvements.

RECOMMENDATION: Staff is recommending that the City Council approve, *as part of the Consent Agenda*, the security reductions for the Southwind Addition as detailed in this report and supporting documentation. If removed from the consent agenda, the recommended motion for the action is as follows:

“Move to approve security reductions for the Southwind Addition as detailed in the attached Security Reduction Worksheet.”

ATTACHMENTS:

1. Security Reduction Worksheet – Southwind Addition.

SOUTHWIND OF LAKE ELMO

Time of Performance: October 31, 2018

DEVELOPMENT AGREEMENT AMOUNTS

CATEGORY	CONSTRUCTION	125% REMARKS	REDUCTIONS						
			#1	#2	#3	#4	#5	#6	
Grading	\$ 187,554	\$234,442		\$234,442					
Sanitary Sewer	\$ 117,757	\$147,196 75%	\$110,397						
Watermain	\$ 126,676	\$158,345 75%	\$118,759						
Storm Sewer (w/pond structures)	\$ 217,173	\$271,466 75%	\$135,733	\$67,867					
Streets + Sidewalks	\$ 545,215	\$681,518 50%	\$340,759						
Bituminous Trails	\$ 32,525	\$40,656							
Surface Water Facilities	\$ 35,185	\$43,981							
Street Lighting	\$ 48,000	\$60,000							
Street Signs and Traffic Control Signs	\$ 7,400	\$9,250							
Private Utilities (electricity, natural gas, telephone, and cable)									
Landscaping	\$225,042	\$281,303							
Tree Preservation and Restoration	NA	NA							
Wetland Mitigation and Buffers	NA	NA							
Monuments	\$ 4,600	\$5,750							
Erosion Control	\$ 25,265	\$31,582							
5TH Street North	\$ -	\$0							
Record Drawings	\$ 5,000	\$6,250							

TOTALS	\$1,577,391	\$1,971,740	RELEASED AMOUNTS:	\$705,649	\$302,309	\$0	\$0	\$0	\$0
		\$492,935.02	CUMMULATIVE AMOUNTS:	\$705,649	\$1,007,957				
			SECURITY AMOUNT REMAINING:	\$1,266,091	\$963,783				
			DATE:	1/16/2018	9/18/2018				



STAFF REPORT

DATE: September 18, 2018

CONSENT

ITEM #: 11

AGENDA ITEM: CSAH13 (Olson Lake Trail/Ideal Avenue) – Resolution Approving Cooperative Maintenance Agreement

SUBMITTED BY: Jack Griffin, City Engineer

REVIEWED BY: Kristina Handt, City Administrator
Rob Weldon, Public Works Director
Chad Isakson, Assistant City Engineer

ISSUE BEFORE COUNCIL: Should the City Council approve the Cooperative Agreement with Washington County for the Maintenance of the CSAH13 (Olson Lake Trail/Ideal Avenue) Improvements?

BACKGROUND, PROPOSAL DETAILS/ANALYSIS: As part of Washington County's Capital Improvement Program, the County has reconstructed County State Aid Highway 13 (Olson Lake Trail/Ideal Avenue) in the Cities of Lake Elmo and Oakdale, with the construction completed in 2018. The improvements included the extension of sanitary sewer (system to be owned and maintained by the City of Oakdale), a bituminous trail along the west side of the roadway, and street and drainage improvements, including a storm water pond located within Lake Elmo City limits.

The purpose for the Cooperative Maintenance Agreement is to outline the respective ownership and maintenance responsibilities for the new improvements between Washington County and the Cities of Lake Elmo and Oakdale. Key elements of the agreement are as follows:

- The County shall own and maintain, without any expense to the City, all street, drainage and storm sewer improvements located within County right-of-way, including pavement maintenance, curb and gutter, cross walk and pavement markings, signage, retaining walls and fencing, and guardrails.
- The County will mow the corridor boulevards a maximum of twice per year.
- The City shall own and maintain, without any cost or expense to the County, the pavement, curb and gutter, pavement markings, and street signs located within City right-of-way and at all City street approaches to CSAH 13 (Olson Lake Trail/Ideal Avenue).
- The County shall own and maintain the infiltration basin/pretreatment basin constructed for the project, however, the City agrees to participate in 3% of the cost incurred by the County to perform major maintenance for the infiltration basin/pretreatment basin. Major maintenance includes removal of sediment from the basin to restore the basin to its original volume, restoring the infiltration capacity of underlying soils and/or infiltration media, and stabilizing any surface and side slope disturbances, inlet and outlet pipe, structure, and apron repair and/or replacement.
- The trail and pedestrian ramps located on the west side of CSAH 13 and within the County right-of-way will be maintained by the County and the City of Oakdale as outlined in Washington County Agreement No. 11537 with the City of Oakdale.
- All maintenance required to be performed by this agreement by the Parties shall be performed in a manner which shall be at the sole discretion of the party so obligated.

RECOMMENDATION: Staff is recommending that the City Council approve, *as part of the Consent Agenda*, the Cooperative Agreement with Washington County for the Maintenance of the CSAH13 (Olson Lake Trail/Ideal Avenue) Improvements. If removed from the Consent Agenda, the recommended motion for the action is as follows:

“Move to approve Resolution No. 2018-106 approving Cooperative Maintenance Agreement 11536 for the CSAH13 (Olson Lake Trail/Ideal Avenue) Improvements.”

ATTACHMENTS:

1. Resolution Approving Cooperative Maintenance Agreement for County State Aid Highway 13.
2. Cooperative Maintenance Agreement 11536.

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

**RESOLUTION NO. 2018-106
A RESOLUTION APPROVING COOPERATIVE AGREEMENT WITH
WASHINGTON COUNTY FOR MAINTENANCE OF COUNTY STATE
AID HIGHWAY 13 (CSAH 13)**

WHEREAS, the County intends to construct and maintain CSAH 13 (Olson Lake Trail/Ideal Avenue) from CSAH 14 (34th Street) to CSAH 35 (50th Street) in the Cities of Lake Elmo and Oakdale, herein referred to as the "Project" and as shown in Exhibit A; and

WHEREAS, the City and the County have entered into a separate agreement for the construction cost sharing of CSAH 13 and all items constructed with this project; and

WHEREAS, a cooperative effort between the City and County is the appropriate method to facilitate the maintenance of these improvements; and

WHEREAS, this Agreement is made pursuant to statutory authority contained in Minnesota Statute 471.59.

NOW, THEREFORE, BE IT RESOLVED,

1. That Cooperative Maintenance Agreement 11536 between the City of Lake Elmo and Washington County is hereby approved and the Mayor and City Administrator are hereby authorized execute the agreement on behalf of the City of Lake Elmo.

**ADOPTED BY THE LAKE ELMO CITY COUNCIL ON THE EIGHTEENTH DAY OF
SEPTEMBER 2018.**

CITY OF LAKE ELMO

By: _____
Mike Pearson
Mayor

(Seal)
ATTEST:

Julie Johnson
City Clerk

**COOPERATIVE AGREEMENT BETWEEN THE CITY OF
LAKE ELMO AND WASHINGTON COUNTY
FOR MAINTENANCE OF
COUNTY STATE AID HIGHWAY (CSAH) 13**

WASHINGTON COUNTY	
CONTRACT NO.	11536
DEPT.	PUBLIC WORKS
DIVISION	TRANSPORTATION
TERM	SIGNATURE- PERPETUITY

THIS AGREEMENT, by and between the City of Lake Elmo, a municipal corporation, herein after referred to as the "City", and Washington County, a political subdivision of the State of Minnesota, hereinafter referred to as the "County", shall consist of this agreement and Exhibits A, B, and C.

WITNESSETH:

WHEREAS, the County intends to construct and maintain CSAH 13 (Olson Lake Trail/Ideal Avenue) from CSAH 14 (34th Street) to CSAH 35 (50th Street) in the Cities of Lake Elmo and Oakdale, herein referred to as the "Project" and as shown in Exhibit A; and

WHEREAS, the City and the County have entered into a separate agreement for the construction cost sharing of CSAH 13 and all items constructed with this project; and

WHEREAS, a cooperative effort between the City and County is the appropriate method to facilitate the maintenance of these improvements; and

WHEREAS, this Agreement is made pursuant to statutory authority contained in Minnesota Statute 471.59.

NOW THEREFORE, IT IS HEREBY MUTUALLY AGREED AS FOLLOWS:

A. PURPOSE

The purpose of this agreement is set forth in the above whereas clauses which are all incorporated by reference as if fully set forth herein.

B. MAINTENANCE/OWNERSHIP

1. Upon completion of this project the City shall own and maintain the following under this project, without any cost or expense to the County:
 - a. Signing. All permanent roadway signing on City streets shall be controlled by the City.
 - b. Pavement markings: The City shall own and maintain all crosswalk and pavement markings on its City right-of-way or on City streets constructed under this project (see Exhibit B).
 - c. Pavement: The City shall own and maintain all City street approaches constructed under this project (see Exhibit B).

2. Upon completion of the project, the following applies to the City and County:
 - a. Infiltration Basin/Pretreatment Basin. The City shall participate with the County and others in major maintenance costs of the pretreatment basin, infiltration basin, basin overflow devices, storm water conveyance systems leading out of the basin, subsurface drains, etc. (see Exhibit C).
 - 1) Major maintenance, as determined by the County Engineer, shall include:
 - i. Removal of sediment from the basin to restore the basin to its original volume. This task will be considered major when the original basin storage volume has been reduced to 50%.
 - ii. Restoring the infiltration capacity of underlying soils and/or infiltration media.
 - iii. Stabilizing surface and side slope disturbances.

- iv. Inlet and outlet pipe, structure, and apron repair and/or replacement.
 - 2) Contribution to major maintenance costs shall be based on contributing flows at the time of construction. Contributing flows are as follows:
 - i. Areas of contributing flows are as follows.
 1. Lake Elmo: 3%
 2. Other: 35%
 3. County: 62%
 - 3) Other participation in infiltration basin and pretreatment basin maintenance is addressed in Washington County Contract No. 11537.
 - 4) The City shall not participate in any minor maintenance of the storm water basin systems.
3. Upon completion of this project the County shall own and maintain, without any expense to the City, the following under this project:
 - a. Storm sewer. Storm sewer trunk lines, lateral lines, catch basin, manholes, and drain tile on its County right-of-way constructed under this project. This shall include storm water conveyance into the pretreatment basin. This excludes City-owned utilities located within County right-of-way.
 - b. Infiltration basin/pretreatment basin. The County shall own and participate with the City in maintenance of the pretreatment basin, infiltration basin, basin overflow devices, storm water conveyance systems, subsurface drains, etc. as outlined in Section B.2.a.
 - c. Signing. All permanent roadway signing on County roads will be controlled by the County.
 - d. Crosswalk and pavement markings. All markings on County roads.
 - e. With respect to the construed corridor boulevard, the County will mow the corridor boulevards a maximum of twice per year. The County may perform additional mowing if required to maintain adequate and safe sight distance.
 - f. Curb and gutter. All curb and gutter on its County right-of-way existing, constructed, or reconstructed under this project.
 - g. Pavement. All pavement systems in County right-of-way existing, constructed, or reconstructed under this project.
 - h. Retaining walls and fencing. The County shall perform maintenance of the retaining wall located along the east side of CSAH 13 and within the County right-of-way.
 - i. Guardrail. The County shall own and maintain the guardrail located in the boulevard adjacent to the retaining wall addressed in B.3.h.
 - j. Trail and pedestrian ramps. The trail and pedestrian ramps located on the west side of CSAH 13 and within the County right-of-way are addressed in Washington County Contract No. 11537 and refers to major and minor maintenance of the trail.
4. All maintenance required to be performed by this agreement by the Parties shall be performed in a manner which shall be at the sole discretion of the party so obligated.
5. The City and County will follow work zone traffic control procedures required in the Minnesota Manual of Uniform Traffic Control Devices for all maintenance activities.
6. The County and City will notify each other at least 24 hours in advance of any maintenance activities requiring a lane closure for work within the other party's right-of-way.
7. The County will control all parking and other regulations on County roads, subject to any previous Agreements between the City and the County.

C. CIVIL RIGHTS AND NON-DISCRIMINATION

The provisions of Minn. Stat. 181.59 and of any applicable ordinance relating to civil rights and discrimination shall be considered part of this Agreement as if fully set further herein, and shall be part of any Agreement entered into by the parties with any contractor subcontractor, or material suppliers.

D. WORKERS COMPENSATION

It is hereby understood and agreed that any and all employees of the County and all other persons employed by the County in the performance of construction and/or construction engineering work or services required or provided for under this agreement shall not be considered employees of the City and that any and all claims that may or might arise under the Worker's Compensation Act of the State of Minnesota on behalf of said employees while so engaged and any and all claims made by any third parties as a consequence of any act or omission on the part of said County employees while so engaged on any of the construction and/or construction engineering work or services to be rendered herein shall in no way be the obligation or responsibility of the City.

E. INDEMNIFICATION

1. The City agrees that it will defend, indemnify and hold harmless the County against any and all liability, loss, damages, costs and expenses which the County may hereafter sustain, incur or be required to pay by reason of any negligent act by the City, its agents, officers or employees during the performance of this agreement.
2. The County agrees that it will defend, indemnify and hold harmless the City against any and all liability, loss, damages, costs and expenses which the City may hereafter sustain, incur or be required to pay by reason of any negligent act by the County, its agents, officers or employees during the performance of this agreement.
3. To the fullest extent permitted by law, actions by the parties to this Agreement are intended to be and shall be construed as a "cooperative activity" and it is the intent of the parties that they shall be deemed a "single governmental unit" for the purposes of liability, as set forth in Minnesota Statutes, Section 471.59, subd. 1a(b). The parties to this Agreement are not liable for the acts or omissions of another party to this Agreement except to the extent they have agreed in writing to be responsible for the acts or omissions of the other parties as provided for in Section 471.59, subd. 1a.
4. Each party's liability shall be governed by the provisions of Minnesota Statutes, Chapter 466 and other applicable law. The parties agree that liability under this Agreement is controlled by Minnesota Statute 471.59, subdivision 1a and that the total liability for the parties shall not exceed the limits on governmental liability for a single unit of government as specified in 466.04, subdivision 1(a).

F. CONDITIONS

The City shall not assess or otherwise recover any portion of its cost for this project through special assessment of County property on County-owned property.

G. DATA PRACTICES

All data collected, created, received, maintained, disseminated, or used for any purposes in the course of this Agreement is governed by the Minnesota Government Data Practices Act, Minnesota Statutes 1984, Section 13.01, et seq. or any other applicable state statutes and state rules adopted to implement the Act, as well as state statutes and federal regulations on data privacy.

IN TESTIMONY WHEREOF the parties have duly executed this agreement by their duly authorized officers.

WASHINGTON COUNTY

CITY OF LAKE ELMO

Chair Date
Board of Commissioners

Mayor Date

Molly O'Rourke Date
County Administrator

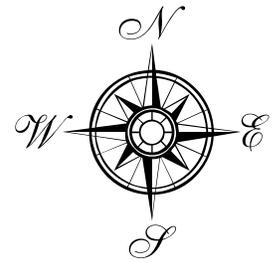
City Administrator Date

Approved as to form:

Approved as to form:

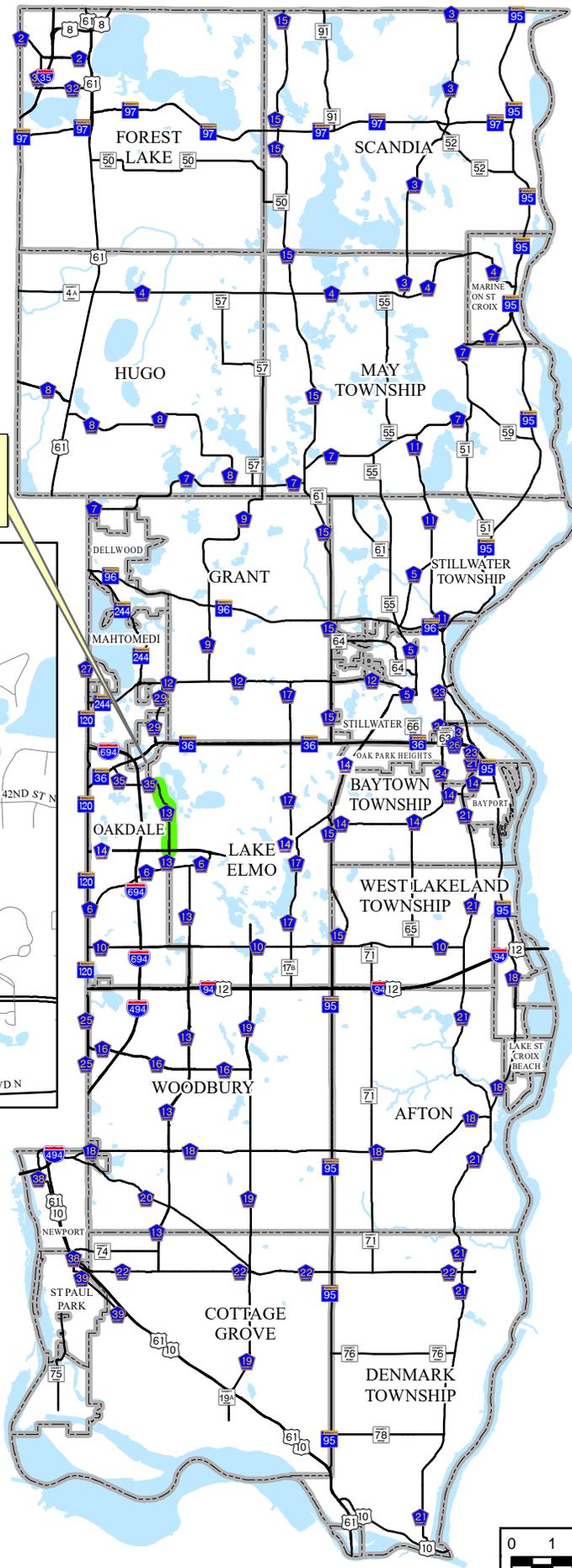
Assistant County Attorney Date

City Attorney Date



**Exhibit A
Location Map**

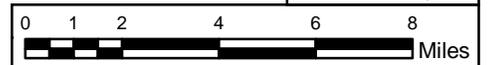
**CSAH 13- from CSAH 14 to CSAH 35
Oakdale & Lake Elmo
Project #- SAP 082-613-033**



Road Classification

- INTERSTATE HIGHWAY
- U.S. TRUNK HIGHWAY
- STATE TRUNK HIGHWAY
- COUNTY STATE AID HIGHWAY
- COUNTY ROAD

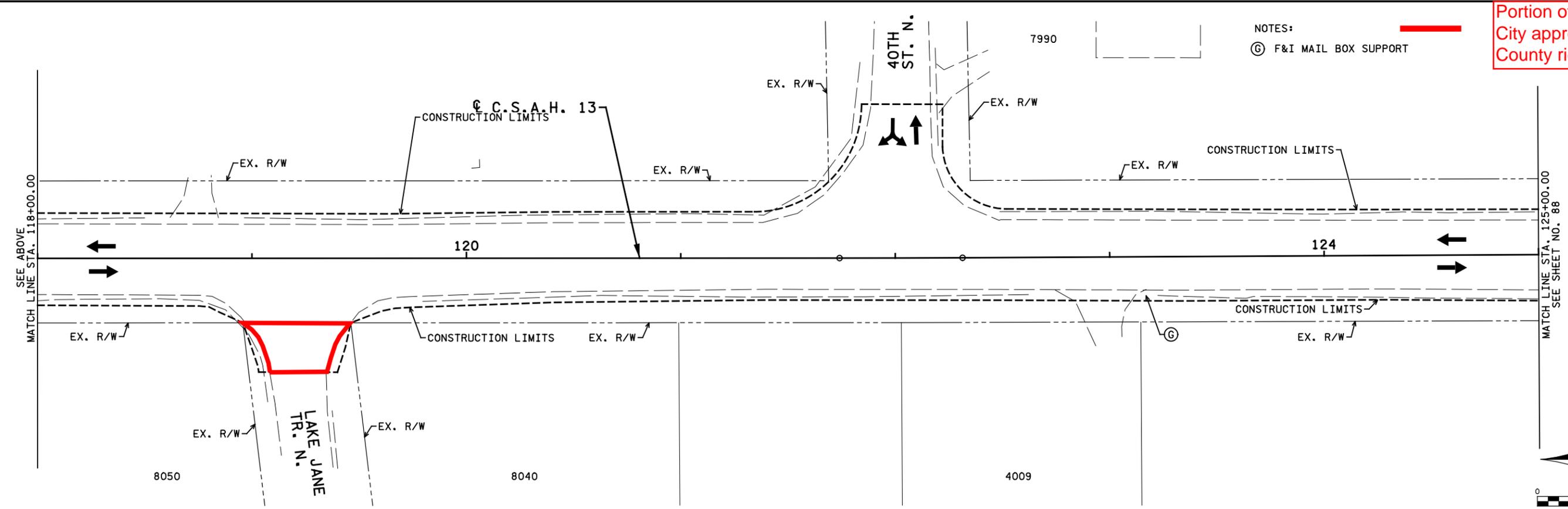
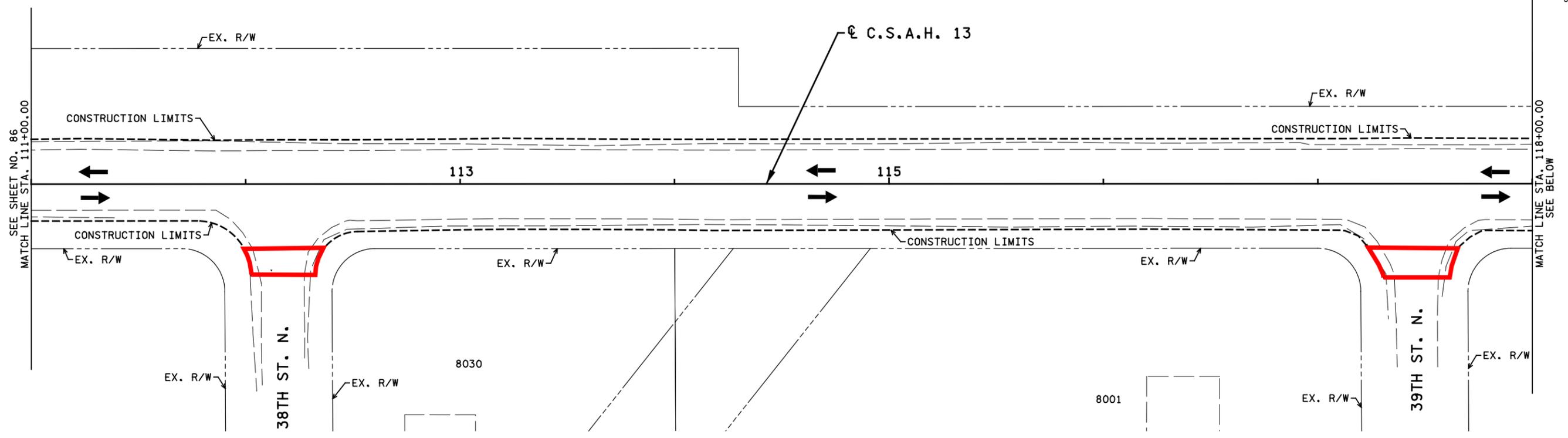
Scale 1:250,000



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

Exhibit B

SEE SHEET 85 FOR GENERAL NOTES AND LEGEND.



NOTES:
 (G) F&I MAIL BOX SUPPORT

Portion of paved City approach in County right-of-way



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NO	DATE	BY	CKD	APPR	REVISION

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 Professional Engineer under the laws of the State of Minnesota.
 Print Name: BENJAMIN J. HOBERT
Ben Hobert
 Date: 04/06/17 License #: 51790

STATE AID PROJECT NO.
 082-613-033 &
 185-020-003

DRAWN BY
 S. MARTINS
 DESIGNED BY
 J. DAUL
 CHECKED BY
 B. HOBERT
 COMM. NO. 0158948



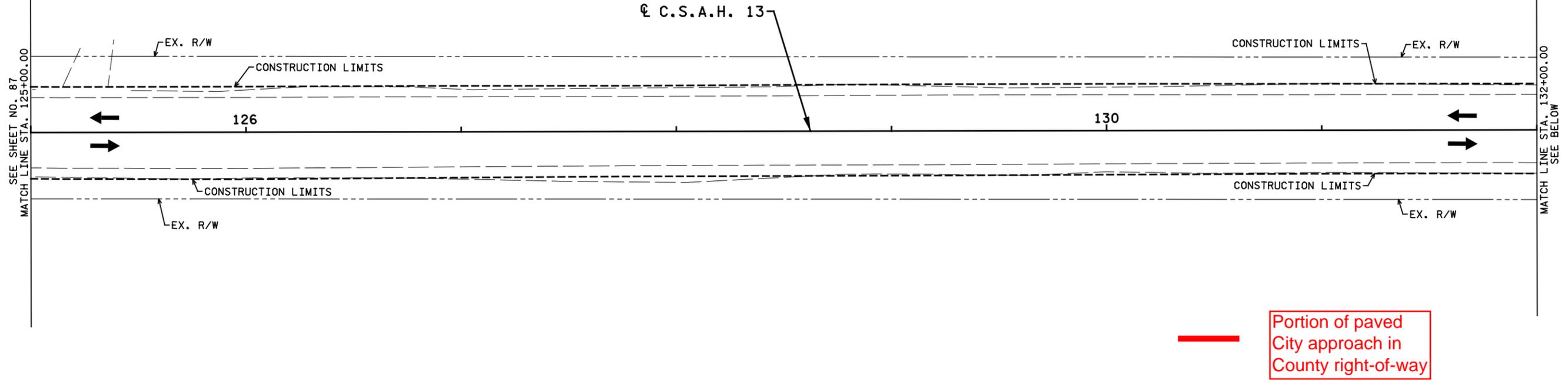
ENGINEERS
 PLANNERS
 DESIGNERS

WASHINGTON COUNTY
 CONSTRUCTION PLANS
 C.S.A.H. 13

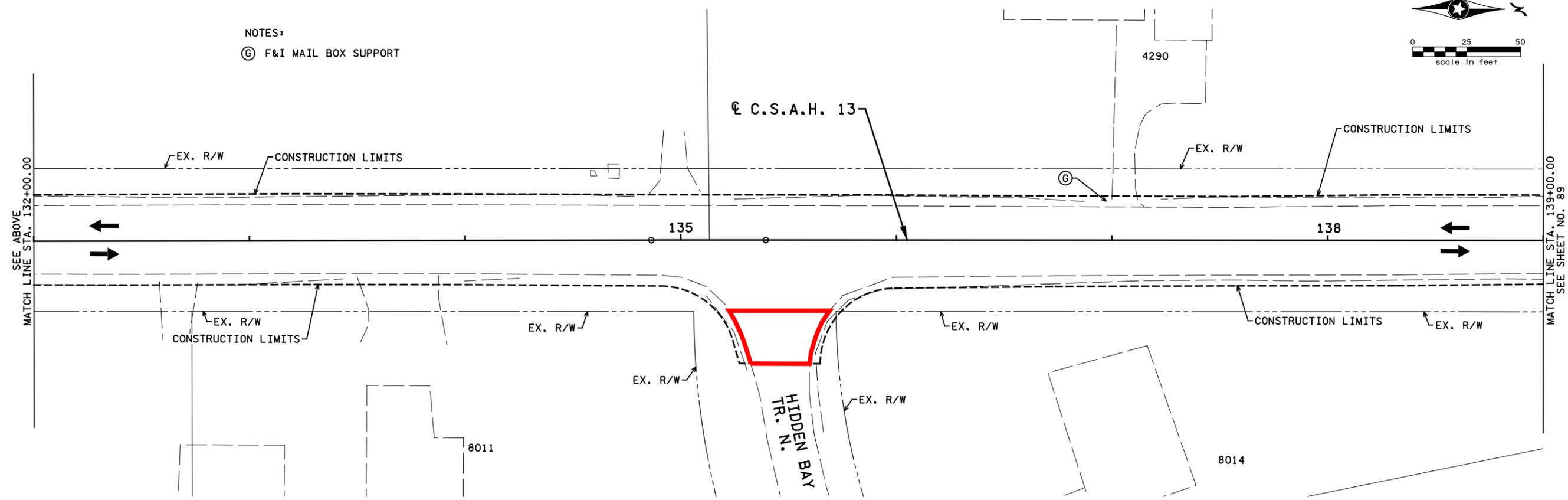
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 OF
 202

Exhibit B

SEE SHEET 85 FOR GENERAL NOTES AND LEGEND.



NOTES:
 (C) F&I MAIL BOX SUPPORT



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NO	DATE	BY	CKD	APPR	REVISION

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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 Professional Engineer under the laws of the State of Minnesota.
 Print Name: BENJAMIN J. HOBERT
Ben Hobert
 Date: 04/06/17 License #: 51790

STATE AID PROJECT NO.
 082-613-033 &
 185-020-003

DRAWN BY
 S. MARTINS
 DESIGNED BY
 J. DAUL
 CHECKED BY
 B. HOBERT
 COMM. NO. 0158948



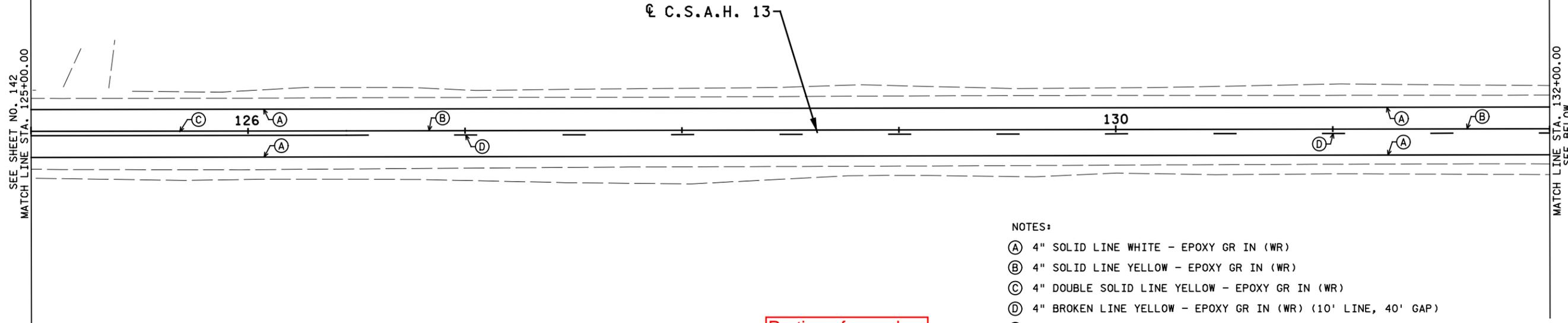
ENGINEERS
 PLANNERS
 DESIGNERS

WASHINGTON COUNTY
 CONSTRUCTION PLANS
 C.S.A.H. 13

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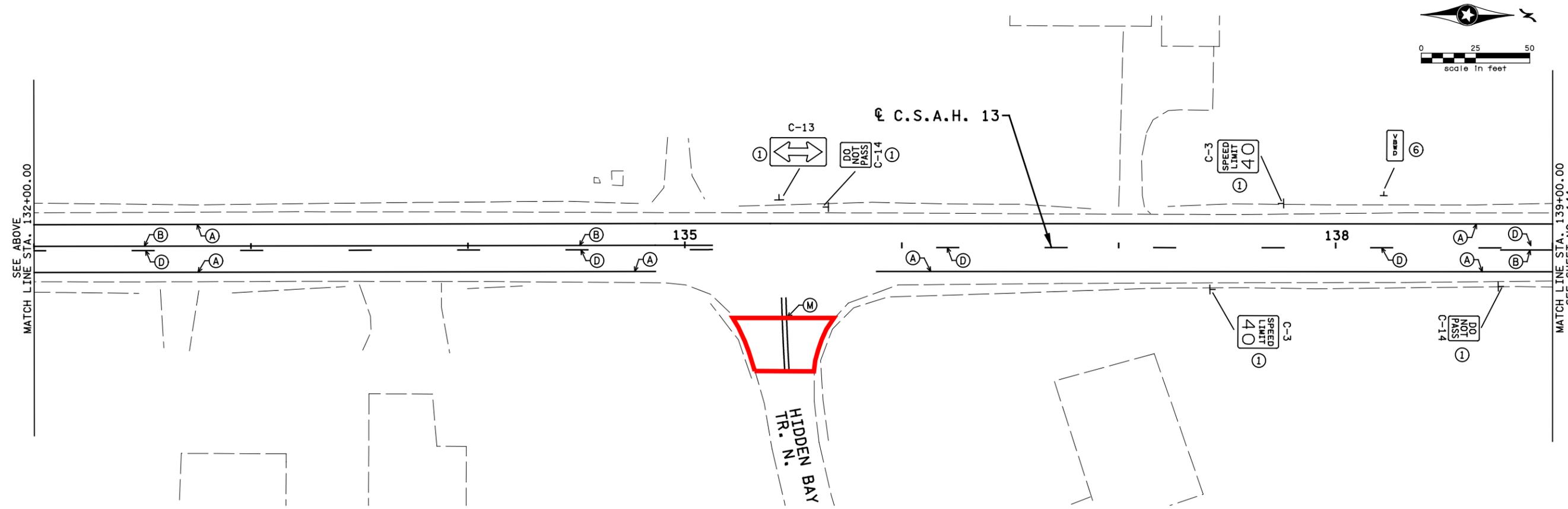
Exhibit B

SEE SHEET 140 FOR GENERAL NOTES.



Portion of paved City approach in County right-of-way

- NOTES:
- (A) 4" SOLID LINE WHITE - EPOXY GR IN (WR)
 - (B) 4" SOLID LINE YELLOW - EPOXY GR IN (WR)
 - (C) 4" DOUBLE SOLID LINE YELLOW - EPOXY GR IN (WR)
 - (D) 4" BROKEN LINE YELLOW - EPOXY GR IN (WR) (10' LINE, 40' GAP)
 - (M) 4" DOUBLE SOLID LINE YELLOW - PAINT
 - (1) FURNISH & INSTALL
 - (6) INSTALL MARKER



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NO	DATE	BY	CKD	APPR	REVISION

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 Professional Engineer under the laws of the State of Minnesota.

Print Name: BENJAMIN J. HOBERT

Ben Hobert

Date: 04/06/17 License #: 51790

STATE AID PROJECT NO.
082-613-033 &
185-020-003

DRAWN BY
S. MARTINS

DESIGNED BY
J. DAUL

CHECKED BY
B. HOBERT

COMM. NO. 0158948



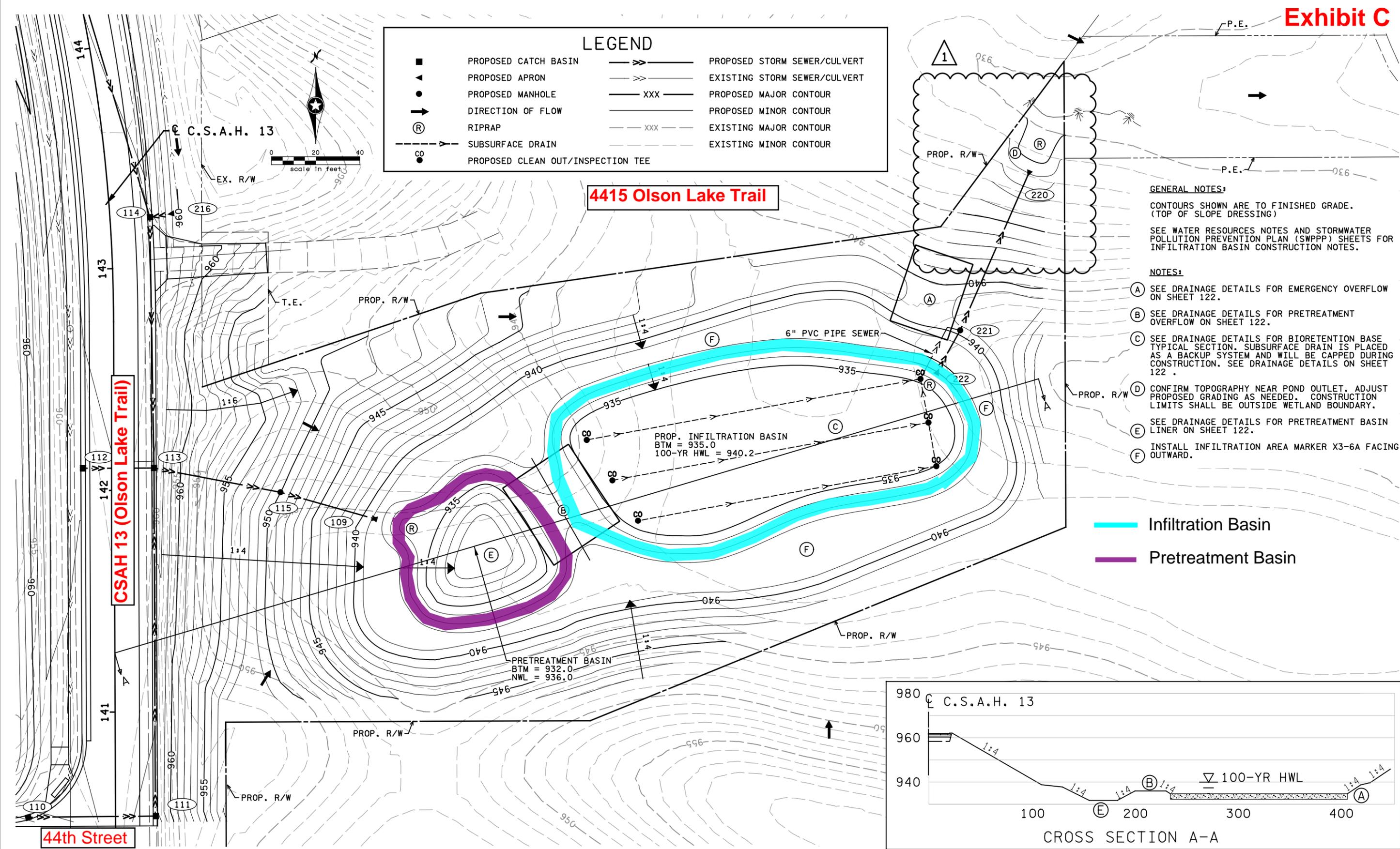
WASHINGTON COUNTY
SIGNING AND STRIPING PLANS
C.S.A.H. 13

SHEET
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OF
202

LEGEND

- PROPOSED CATCH BASIN
- ▲ PROPOSED APRON
- PROPOSED MANHOLE
- ➔ DIRECTION OF FLOW
- Ⓡ RIPRAP
- SUBSURFACE DRAIN
- ⊙ PROPOSED CLEAN OUT/INSPECTION TEE
- > PROPOSED STORM SEWER/CULVERT
- > EXISTING STORM SEWER/CULVERT
- XXX PROPOSED MAJOR CONTOUR
- XXX PROPOSED MINOR CONTOUR
- XXX EXISTING MAJOR CONTOUR
- XXX EXISTING MINOR CONTOUR

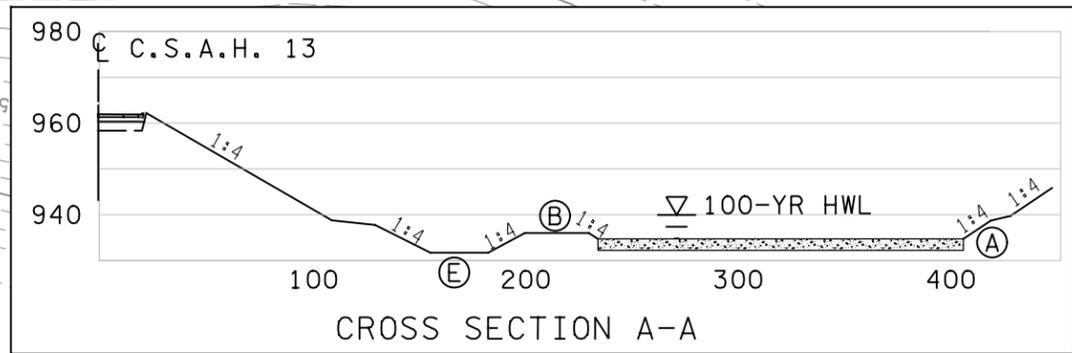
4415 Olson Lake Trail



GENERAL NOTES:
 CONTOURS SHOWN ARE TO FINISHED GRADE. (TOP OF SLOPE DRESSING)
 SEE WATER RESOURCES NOTES AND STORMWATER POLLUTION PREVENTION PLAN (SWPPP) SHEETS FOR INFILTRATION BASIN CONSTRUCTION NOTES.

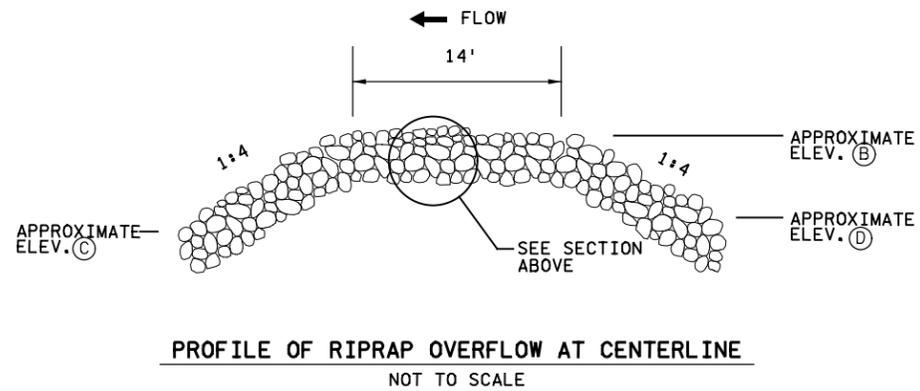
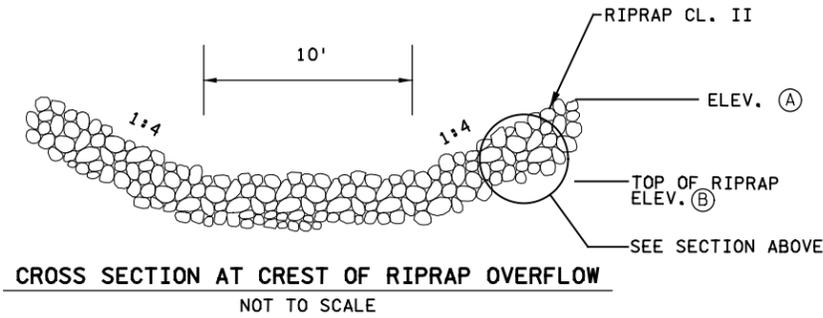
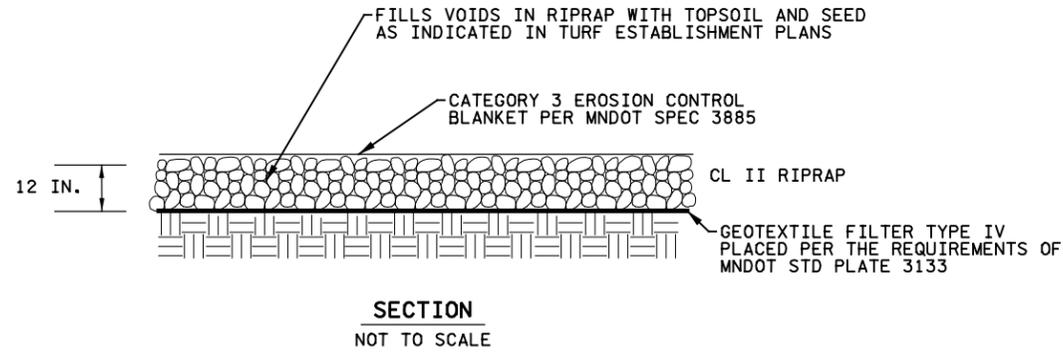
- NOTES:**
- (A) SEE DRAINAGE DETAILS FOR EMERGENCY OVERFLOW ON SHEET 122.
 - (B) SEE DRAINAGE DETAILS FOR PRETREATMENT OVERFLOW ON SHEET 122.
 - (C) SEE DRAINAGE DETAILS FOR BIORETENTION BASE TYPICAL SECTION. SUBSURFACE DRAIN IS PLACED AS A BACKUP SYSTEM AND WILL BE CAPPED DURING CONSTRUCTION. SEE DRAINAGE DETAILS ON SHEET 122.
 - (D) CONFIRM TOPOGRAPHY NEAR POND OUTLET. ADJUST PROPOSED GRADING AS NEEDED. CONSTRUCTION LIMITS SHALL BE OUTSIDE WETLAND BOUNDARY.
 - (E) SEE DRAINAGE DETAILS FOR PRETREATMENT BASIN LINER ON SHEET 122.
 - (F) INSTALL INFILTRATION AREA MARKER X3-6A FACING OUTWARD.

— Infiltration Basin
— Pretreatment Basin



1	05/23/17	BJH	LAG	LAG	POND OUTLET REVISION
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 Professional Engineer under the laws of the State of Minnesota. Print Name: <u>LEAH GIFFORD</u> Date: <u>05/23/17</u> License #: <u>52263</u>					
STATE AID PROJECT NO. 082-613-033 & 185-020-003 DRAWN BY S. MARTINS DESIGNED BY S. WESTLUND CHECKED BY L. GIFFORD COMM. NO. 0158948					
WASHINGTON COUNTY CONTOUR PLANS C.S.A.H. 13					SHEET 154R OF 202

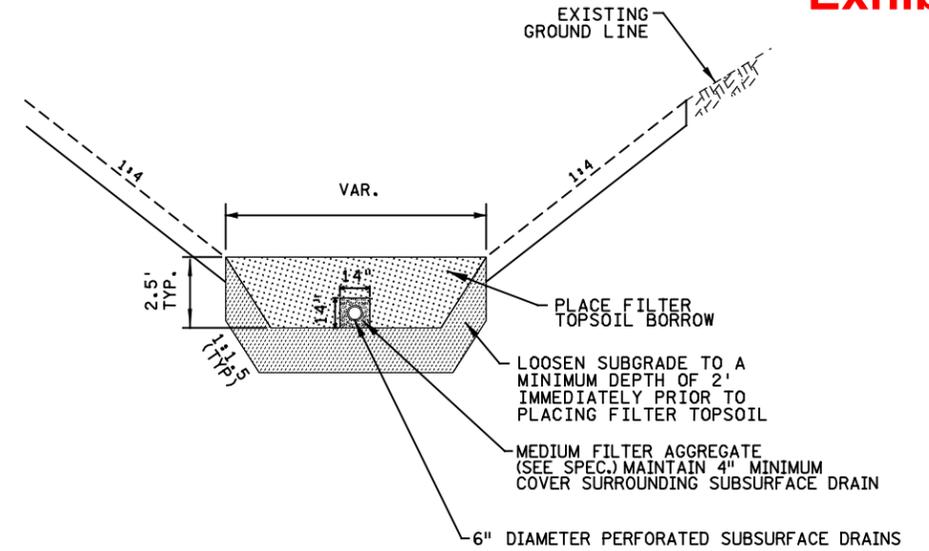
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OVERFLOW LOCATION	RANDOM RIPRAP				T	
	(A)	(B)	(C)	(D)	RIPRAP CLASS II	GEO-TEXTILE TYPE IV
	FT	FT	FT	FT	CU YD	SQ YD
EMERGENCY	941.0	940.5	938.0	939.0	36.5	124.1
PRETREATMENT	938.0	936.0	935.0	935.0	55.2	183.7

NOTES:
SEE CONTOUR PLANS FOR LIMITS OF RIPRAP AND RANDOM RIPRAP TABULATION FOR QUANTITY OF RIPRAP.

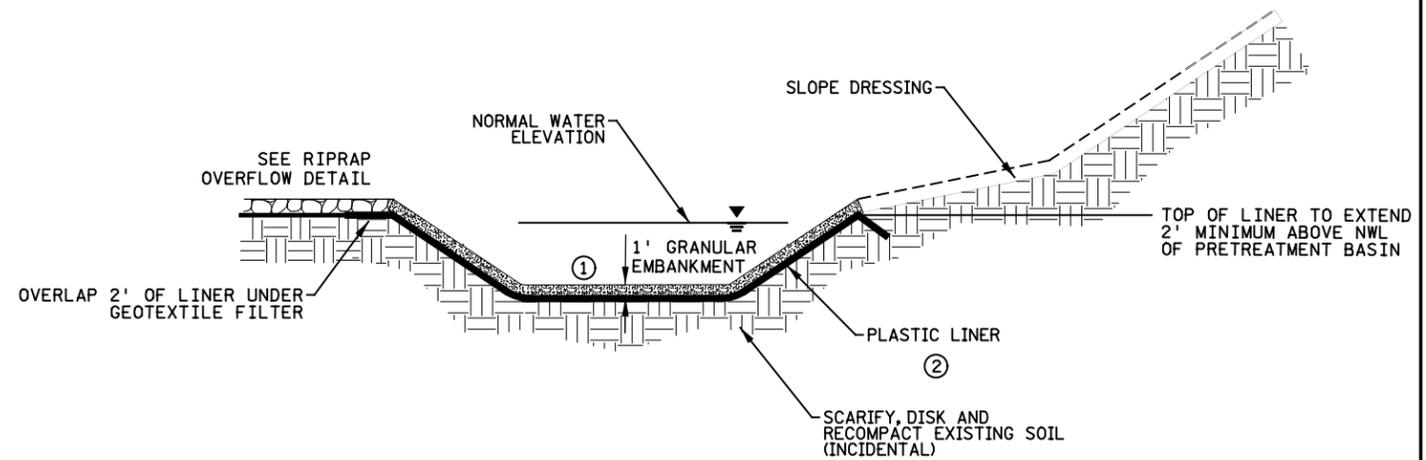
RIPRAP OVERFLOW



NOTES:
SEE DRAINAGE PLANS AND CONTOUR PLAN FOR LOCATIONS AND SPACING OF SUBSURFACE DRAINS. SEE SPECIFICATIONS FOR INSTALLATION.

INFILTRATION BASIN WITH BIORETENTION BASE TYPICAL SECTION

NOT TO SCALE



NOTES:
① USE ON-SITE GRANULAR MATERIAL AS DIRECTED BY ENGINEER
② LINER SHALL BE CONSTRUCTED WITH OVERLAPS AND SEAMS AS RECOMMENDED BY THE MANUFACTURER, INCLUDING THE AREA UNDER PIPE APRONS.

PLASTIC LINER - PRETREATMENT BASIN

NOT TO SCALE

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NO	DATE	BY	CKD	APPR	REVISION

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 Professional Engineer under the laws of the State of Minnesota.
Print Name: LEAH GIFFORD
Leah Gifford
Date: 04/06/17 License #: 52263

STATE AID PROJECT NO. 082-613-033 & 185-020-003

DRAWN BY S. WESTLUND
DESIGNED BY S. WESTLUND
CHECKED BY L. GIFFORD
COMM. NO. 0158948



ENGINEERS
PLANNERS
DESIGNERS

WASHINGTON COUNTY
DRAINAGE DETAILS
C.S.A.H. 13
SHEET 122 OF 202



STAFF REPORT

DATE: September 18, 2018

CONSENT

ITEM # 12

AGENDA ITEM: CSAH 13 (Ideal Avenue) Improvements – Approve Cooperative Agreement Payment No. 5

SUBMITTED BY: Chad Isakson, Project Engineer

REVIEWED BY: Kristina Handt, City Administrator
Jack Griffin, City Engineer

ISSUE BEFORE COUNCIL: Should the City Council approve Payment No. 5 for the CSAH 13 (Ideal Avenue) Improvements?

BACKGROUND, PROPOSAL DETAILS/ANALYSIS: In May 2017, the City of Lake Elmo entered into Cooperative Agreement No. 10904 with Washington County for the cost sharing of the CSAH 13 (Ideal Avenue) Improvements. In accordance with the agreement payment schedule, Washington County has submitted Invoice #145197 in the amount of \$56,592.56. The amount requested reflects the City's share of the construction costs expended to the general contractor and for right-of-way costs incurred to date. The invoice has been reviewed and payment is recommended in the amount requested.

Per the attached Billing Summary report the right-of-way costs to date have exceeded the estimated amount provided in the Cooperative Agreement by \$42,334.63. Job-to-date construction costs remain under budget by \$54,564, however it has been communicated that the construction costs are not yet final.

FISCAL IMPACT: No additional fiscal impact. Payment is proposed in accordance with Cooperative Agreement No. 10904 with Washington County.

RECOMMENDATION: Staff is recommending that the City Council approve, *as part of the Consent Agenda*, payment to Washington County in the amount of \$56,592.56 for the CSAH 13 (Ideal Avenue) Improvements. If removed from the consent agenda, the recommended motion for the action is as follows:

“Move to approve payment to Washington County in the amount of \$56,592.56 for CSAH 13 (Ideal Avenue) Improvements in accordance with Invoice #145197 attached and per Section G of Cooperative Agreement No. 10904.”

ATTACHMENTS:

1. Washington County Invoice No. 145197.



WACO PUBLIC WORKS DEPT
 11660 MYERON RD N
 STILLWATER MN 55082

To: CITY OF LAKE ELMO
 3880 LAVERNE AVE N
 LAKE ELMO MN 55042

<i>Invoice</i>	
Invoice Number:	145197
Account Number:	20498
Due Date:	9/21/18
Amount Enclosed:	\$ _____
Federal Tax Id:41-6005919	

Please return top portion with payment. Thank You.

Invoice					
Date	Number	Type	Due Date	Remark	Amount
8/29/18	145197	Invoice	9/21/18	CSAH 13-TH5 to CSAH 35	\$18,116.75
			9/21/18	Construction costs through	
			9/21/18	partial estimate #6	
			9/21/18	Construction Engineering/	\$16,419.42
			9/21/18	Contract Administration	
			9/21/18	Right of Way	\$22,056.39
			9/21/18	City / County	
			9/21/18	Cooperative Agreement	
			9/21/18	No. 10904	

I declare under the penalties of law that this account claim or demand, is just and correct and no part of it has been paid. Please make check payable to Washington County and mail to the address above.	Invoice Total	\$56,592.56
	Sales Tax	
	Balance Due	\$56,592.56

CSAH 13 - THS to CSAH 35 - Billing Summary
 City of Lake Elmo
 County/City Cooperative Agreement #10904
 Through Cost Split #6 & ROW Adjustment
 8/29/2018

	Estimated Cost (from Cooperative Agreement)	Current Cost (based on Bid)	Previously Paid	Previously Billed	Current Amount Due
Construction	\$ 328,120.80	\$ 273,556.68	\$ 255,439.93	\$ 8,673.82	\$ 9,442.93
Design Engineering	\$ 38,999.17	\$ 38,999.17	\$ 38,999.17	\$ -	\$ -
Construction Engineering/Contract Administration	\$ 16,419.42	\$ 16,419.42	\$ -	\$ 16,419.42	\$ -
Right of Way	\$ 207,189.63	\$ 207,189.63	\$ 185,133.24		\$ 22,056.39
Road Improvements (36.1%)					
Storm Pond (20%)					
TOTAL	\$ 590,729.02	\$ 536,164.90	\$ 479,572.34	\$ 25,093.24	\$ 31,499.32

\$ 13,411.44



STAFF REPORT

DATE: September 18, 2018

CONSENT

ITEM # 13

AGENDA ITEM: 2018 Street Improvements – Resolution Declaring Costs to be Assessed, Ordering Preparation of Proposed Assessments, and Calling for Hearing on Proposed Assessment

SUBMITTED BY: Chad Isakson, Project Engineer

REVIEWED BY: Kristina Handt, City Administrator

Sue Iverson, Finance Director

Sarah Sonsalla, City Attorney

Jack Griffin, City Engineer

ISSUE BEFORE COUNCIL: Should the City Council call a final assessment hearing for the 2018 Street Improvements project to be held on October 16, 2018?

BACKGROUND: The 2018 Street Improvements project is currently in construction with a substantial completion date of September 20, 2018.

PROPOSAL DETAILS/ANALYSIS: Pursuant to Minnesota Statutes, Section 429 the Council must declare the amount to be assessed against the benefitting properties and Call the Hearing on the Proposed Assessment for these improvements. The Assessment Hearing is proposed for October 16, 2018. The Final Assessment Roll must be certified to the County Auditor by November 30, 2018.

The estimated total project cost is \$1,252,000. The tables below summarize the preliminary unit assessments from the feasibility report and the proposed final unit assessments based on total project costs and the Adopted Feasibility Report recommendations. The attached final assessment roll details the proposed assessment for each parcel.

In accordance with the City assessment policy there is one property along the project that is being assessed 50% of the unit assessment because they have a driveway access to two different streets and will be assessed for improvements to each street project. One other property is proposed to be assessed 2-unit assessments because the property could be subdivided under their current zoning and land use designations.

Table 1: Assessment Comparison

	Feasibility Report Unit Assessment	Proposed Final Unit Assessment
2018 Streets Improvements – <i>(Residential Properties)</i>	\$5,000	\$5,000

*Assessments for street improvements are being levied over 15 years.

FISCAL IMPACT: The total project cost is \$1,252,000 with \$377,500 paid through special assessments and the remaining \$874,500 paid through the general tax levy.

RECOMMENDATION: Staff is recommending that the City Council approve, *as part of the Consent Agenda*, a Resolution declaring the costs to be assessed; ordering the preparation of the proposed assessments and Calling for the Hearing on the proposed Assessments for October 16, 2018 at or around 7:00 pm. If removed from the consent agenda, the recommended motion for the action is as follows:

“Move to approve Resolution No. 2018-107; A Resolution Declaring Costs to be Assessed, Ordering Preparation of Proposed Assessment, and Calling for the Hearing on the Proposed Assessment for the 2018 Street Improvements.”

ATTACHMENTS:

1. Resolution Declaring Cost to be Assessed, Ordering Preparation of Proposed Assessment, and Calling for Hearing on Proposed Assessment.
2. Notice of Hearing on Proposed Assessment.
3. Final Assessment Roll.

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

RESOLUTION NO. 2018-107

**A RESOLUTION DECLARING COST TO BE ASSESSED, ORDERING
PREPARATION OF PROPOSED ASSESSMENTS, AND CALLING
HEARING ON PROPOSED ASSESSMENT FOR THE
2018 STREET IMPROVEMENTS**

WHEREAS, estimated total project costs have been calculated for the 2018 Street Improvements; and

WHEREAS, the total cost of the improvements will be \$1,252,000.

WHEREAS, the City Clerk and City Engineer have prepared the proposed assessment roll and will maintain said assessment roll on file in the City offices for public inspection.

NOW, THEREFORE, BE IT RESOLVED,

1. The portion of the cost of such street improvements to be paid by the City is hereby declared to be \$874,500 and the portion of the cost to be assessed against benefited property owners is declared to be \$377,500.
2. The City Clerk, with the assistance of the City Engineer, has calculated the proper amount to be specially assessed for such improvements against every assessable lot, piece or parcel of land to be benefited by the improvements, and the Clerk has filed a copy of such proposed assessment in the City offices for public inspection.
3. Assessments shall be payable in equal annual installments extending over 15 years for street improvements, the first of the installments to be payable on or before the first Monday in January, 2019, and shall bear interest at the rate of 4.00 percent per annum from the date of the adoption of the assessment resolution.
4. A public hearing shall be held on the 16th day of October, 2018, in the Council Chambers of the City Hall at or approximately after 7:00 P.M. to pass upon such proposed assessment. All persons owning property affected by such improvement will be given an opportunity to be heard with reference to such assessment.
5. The City Clerk is hereby directed to cause a notice of the hearing on the proposed assessment to be published once in the official newspaper at least two weeks prior to the hearing, and she shall state in the notice the total cost of the improvement. She shall also cause mailed notice to be given to the owner of each parcel described in the assessment roll not less than two weeks prior to the hearings.
6. The owner of any property so assessed may, at any time prior to certification of the assessment to the county auditor, pay the entire assessment on such property, with interest accrued to the date of payment, to the City Clerk. No interest shall be charged if the entire assessment is paid within 30 days from the adoption of this assessment. A property owner

may at any time thereafter, pay to the City Clerk the entire amount of the assessment remaining unpaid, with interest accrued to December 31 of the year in which such payment is made. Such payment must be made before November 15 or interest will be charged through December 31 of the succeeding year.

ADOPTED BY THE LAKE ELMO CITY COUNCIL ON THE EIGHTEENTH DAY OF SEPTEMBER, 2018.

CITY OF LAKE ELMO

By: _____
Mike Pearson
Mayor

(Seal)
ATTEST:

Julie Johnson
City Clerk

**CITY OF LAKE ELMO
NOTICE OF HEARING ON PROPOSED ASSESSMENT
2018 STREET IMPROVEMENTS**

Notice is hereby given that the City Council of Lake Elmo will meet in the Council Chambers of the City Hall at or approximately after 7:00 P.M. on Tuesday, October 16, 2018, to consider, and possibly adopt, the proposed assessment against abutting property for the 2018 Street Improvements. Adoption by the Council of the proposed assessment may occur at the hearing. The following describes the area proposed to be assessed:

Street and drainage improvements including a new bituminous pavement supported by a renewed recycled aggregate base with new concrete curb and gutter, and a repair or restoration of the existing street drainage system for the following streets:

- Jane Road North, from Lake Jane Trail North to Jamaca Avenue North.
- Jane Court North, from Jane Road North to end of cul-de-sac.
- Jamaca Avenue North, from Jane Road North to Jamaca Avenue North.
- Jerome Avenue North, from 49th Street North to 53rd Street North.
- Jerome Avenue Court North, from Jerome Avenue North to end of cul-de-sac.
- 53rd Street North, from Jamaca Boulevard North to 9480 53rd Street North.

You may at any time prior to certification of the assessment to the county auditor on November 15, 2018, pay the entire assessment on such property to the City Clerk with interest accrued to the date of payment. No interest shall be charged if the entire assessment is paid to the City Clerk within 30 days from the adoption of this assessment. You may at any time thereafter, pay to the City Clerk the entire amount of the assessment remaining unpaid, with interest accrued to December 31 of the year in which such payment is made. Such payment must be made before October 31 (date assessment certified to County Auditor) or interest will be charged through December 31 of the succeeding year. If you decide not to prepay the assessment before the date given above the rate of interest that will apply is 4.00 percent per year.

Once assessments are certified to the County, the assessments are payable in equal annual installments extending over a period of 15 years for street and drainage improvements, the first of the installments to be payable on or before the first Monday in January 2019 and will bear interest at the rate of 4.00 percent per annum from the date of adoption of the assessment resolution. To the first installment shall be added interest on the entire assessment from the date of the assessment resolution until December 31, 2018. To each subsequent installment when due shall be added interest for one year on all unpaid installments.

The proposed assessment roll is on file for public inspection at the City Clerk's office. The total amount of the proposed street improvement assessment is \$377,500. The City contribution for the overall improvement project is \$874,500. Written or oral objections will be considered at the meeting. No appeal may be taken as to the amount of an assessment unless a written objection signed by the affected property owner is filed with

the municipal clerk prior to the assessment hearing or presented to the presiding officer at the hearing. The Council may upon such notice consider any objection to the amount of a proposed individual assessment at an adjourned meeting upon such further notice to the affected property owners as it deems advisable.

An owner may appeal an assessment to district court pursuant to Minnesota Statutes, Section 429.081 by serving notice of the appeal upon the Mayor or Clerk within 30 days after the adoption of the assessment and filing such notice with the district court within ten days after service upon the Mayor or Clerk.

The City Council is authorized in its discretion to defer the payment of an assessment for any homestead property owned by a person for whom it would be a hardship to make payment if the owner is 65 years of age or older and/or the owner is a person retired by virtue of a permanent and total disability or by a person who is a member of the Minnesota National Guard or other military reserves who is ordered into active military service, as defined in section 190.05 subdivision 5b or 5c, as stated in the person's military orders, for whom it would be a hardship to make the payments. The owner must request a deferment of the assessment at or before the public hearing at which the assessment is adopted and make application on forms prescribed by the City Clerk within 30 days after the adoption.

Notwithstanding the standards and guidelines established by the City for determining a hardship, a deferment of an assessment may be obtained pursuant to Minnesota Statutes Section 435.193.

DATED: September 18, 2018

BY ORDER OF THE LAKE ELMO CITY COUNCIL

Mike Pearson, Mayor

(Published in the Oakdale-Lake Elmo Review on September 26, 2018)

NO.	NAME	ADDRESS	MAILING ADDRESS	PID	AMOUNT
JANE ROAD N: LAKE JANE TRAIL N TO JAMACA AVE N					
1	TRS AGR JEFFERY & LEEANN LEITC	9025 JANE RD N	9025 JANE RD N LAKE ELMO MN 55042	1002921220003	\$5,000.00
2	BRASH JASON M & TARA M	9030 JANE RD N	9030 JANE RD N LAKE ELMO MN 55042	1002921220010	\$5,000.00
3	KENNEDY KIRBY A & MARILYN J	9051 JANE RD N	9051 JANE RD N LAKE ELMO MN 55042	1002921220014	\$5,000.00
4	HOMNICK PAUL & KATELYNN KEIR	9060 JANE RD N	9060 JANE RD N LAKE ELMO MN 55042	1002921220009	\$5,000.00
5	THOMPSON JAMES E & DENISE M EL	9077 JANE RD N	9077 JANE RD N LAKE ELMO MN 55042	1002921220015	\$5,000.00
6	MECHELKE RENEE F	9090 JANE RD N	9090 JANE RD N LAKE ELMO MN 55042	1002921220008	\$5,000.00
7	ZITON DEXTER J & TONI E	9109 JANE RD N	9109 JANE RD N LAKE ELMO MN 55042	1002921220004	\$5,000.00
8	BAUERFELD WARREN JR & BARBARA	9112 JANE RD N	9112 JANE RD N LAKE ELMO MN 55042	1002921220017	\$5,000.00
9	O'SULLIVAN BASIL J JR	9133 JANE RD N	9133 JANE RD N LAKE ELMO MN 55042	1002921220006	\$5,000.00
10	SINGER DONALD R & LORETTA L	9161 JANE RD N	9161 JANE RD N LAKE ELMO MN 55042	1002921220005	\$5,000.00
11	KLECKER KATHRYN IRV TRS	9199 JANE RD N	9199 JANE RD N LAKE ELMO MN 55042	1002921220002	\$5,000.00
12	QUINN LISA J & TERENCE S	9220 JANE RD N	9220 JANE RD N LAKE ELMO MN 55042	1002921220019	\$5,000.00
13	MARTIN DOROTHY L	9233 JANE RD N	9233 JANE RD N LAKE ELMO MN 55042	1002921220001	\$5,000.00
14	OLSEN BRIAN R & DEANA M	9287 JANE RD N	9287 JANE RD N LAKE ELMO MN 55042	1002921210003	\$5,000.00
15	DROMMERHAUSEN SCOTT A & JULIE	9359 JANE RD N	9359 JANE RD N LAKE ELMO MN 55042	1002921240006	\$5,000.00
16	OFFORD DAVID R & HEIDE M	9369 JANE RD N	9369 JANE RD N LAKE ELMO MN 55042	1002921240007	\$5,000.00
17	TRAN NANG TRI & THU HUONG	9393 JANE RD N	7970 DEMONTREVILLE TRL N LAKE ELMO MN 55042	1002921240008	\$5,000.00
18	VANDEMMELTRAADT MARK & SHARON	9397 JANE RD N	9399 JANE RD N LAKE ELMO MN 55042	1002921240009	\$5,000.00
19	KOREN CHRISTOPHER	9406 JANE RD N	9406 JANE RD N LAKE ELMO MN 55042	1002921240020	\$5,000.00
20	FOSTER DOUGLAS A & JILL M	9409 JANE RD N	9409 JANE RD N LAKE ELMO MN 55042	1002921240010	\$5,000.00
21	HAMERLY JOHN P & LAURIE J	9429 JANE RD N	9429 JANE RD N LAKE ELMO MN 55042	1002921240011	\$5,000.00
22	VOSBERG DARYL E & HEIDY M	9436 JANE RD N	9436 JANE RD N LAKE ELMO MN 55042	1002921240033	\$5,000.00
23	KIMLINGER GARY P & REBECCA L	9461 JANE RD N	9461 JANE RD N LAKE ELMO MN 55042	1002921240013	\$5,000.00
24	HEROFF GERALD S JR & LISA M	9477 JANE RD N	9477 JANE RD N LAKE ELMO MN 55042	1002921240012	\$5,000.00
25	AARON R & JESSICA A RUNK LIV T	9497 JANE RD N	9497 JANE RD N LAKE ELMO MN 55042	1002921240015	\$5,000.00
26	FUHRMAN MARINA	9498 JANE RD N	9498 JANE RD N LAKE ELMO MN 55042	1002921240032	\$5,000.00
JANE COURT N: JANE ROAD N TO DEAD END					
27	DEGERSTROM JAMES & ROSE STARK	9260 JANE CT N	9260 JANE CT N LAKE ELMO MN 55042	1002921210017	\$5,000.00
28	SCHOONOVER GARY W & GRACE	9317 JANE CT N	9317 JANE CT N LAKE ELMO MN 55042	1002921210006	\$5,000.00
29	HAU DONALD M & VALERIE SUE	9330 JANE CT N	9330 JANE CT N LAKE ELMO MN 55042	1002921210008	\$5,000.00
30	MORGAN SPENCER L & DAVID H	9337 JANE CT N	9337 JANE CT N LAKE ELMO MN 55042	1002921210005	\$5,000.00
31	CREPEAU ALIXANDRA & ERIC POPPE	9357 JANE CT N	9357 JANE CT N LAKE ELMO MN 55042	1002921210004	\$5,000.00
32	BENESCH GREGORY P	9377 JANE CT N	9377 JANE CT N LAKE ELMO MN 55042	1002921240027	\$5,000.00
33	FORSTER STEVEN C & JANE E	9397 JANE CT N	9397 JANE CT N LAKE ELMO MN 55042	1002921240026	\$5,000.00
34	WALFOORT MICHAEL R	9407 JANE CT N	9407 JANE CT N LAKE ELMO MN 55042	1002921240025	\$5,000.00
35	VINCENT M HARNICK TRS	9417 JANE CT N	9417 JANE CT N LAKE ELMO MN 55042	1002921240024	\$5,000.00
36	COLIANNI JOSEPH W & MARSHA K	9427 JANE CT N	9427 JANE CT N LAKE ELMO MN 55042	1002921240023	\$5,000.00
37	PAULSON THOMAS E & BONNIE J	9437 JANE CT N	9437 JANE CT N LAKE ELMO MN 55042	1002921240022	\$5,000.00
38	BURKHART DAVID & LISA ANDREW-BURKHART	9447 JANE CT N	9447 JANE CT N LAKE ELMO MN 55042	1002921240021	\$5,000.00
39	BURRESS PATRICK M & SHAWN M	9441 JANE CT N	9441 JANE CT N LAKE ELMO MN 55042	1002921240029	\$5,000.00
40	BARRERA SUSAN M	9420 JANE CT N	9420 JANE CT N LAKE ELMO MN 55042	1002921240031	\$10,000.00
SUBTOTAL					\$ 205,000.00

NO.	NAME	ADDRESS	MAILING ADDRESS	PID	AMOUNT
JAMACA AVE N: JANE ROAD N TO JAMACA AVE N					
41	KOSTICHKA STEVEN D & HILARY S	4940 JAMACA AVE N	4940 JAMACA AVE N LAKE ELMO MN 55042	0902921110017	\$5,000.00
42	HUOT PAUL F & JEANINE E	4955 JAMACA AVE N	4955 JAMACA AVE N LAKE ELMO MN 55042	1002921220011	\$5,000.00
43	MAXEY JOSEPH D & PATRICIA M	4960 JAMACA AVE N	4960 JAMACA AVE N LAKE ELMO MN 55042	0902921110018	\$5,000.00
44	JACKSON GERALD A & DEBRA A	4990 JAMACA AVE N	4990 JAMACA AVE N LAKE ELMO MN 55042	0902921110019	\$5,000.00
45	MARY QUANBECK BARBER TRS	4995 JAMACA AVE N	4995 JAMACA AVE N LAKE ELMO MN 55042	1002921220012	\$5,000.00
46	CODERRE JAMES C & CHERYL A	5020 JAMACA AVE N	5020 JAMACA AVE N LAKE ELMO MN 55042	0402921440003	\$5,000.00
47	CLAUDE E CYBULSKI TRS	5025 JAMACA AVE N	5025 JAMACA AVE N LAKE ELMO MN 55042	0302921330007	\$5,000.00
48	FOSSEY MITCHELL S & AMY B	5040 JAMACA AVE N	5040 JAMACA AVE N LAKE ELMO MN 55042	0402921440004	\$5,000.00
49	NEBUR MICHAEL J & LINDA S GILB	5055 JAMACA AVE N	5055 JAMACA AVE N LAKE ELMO MN 55042	0302921330008	\$5,000.00
50	ELIZABETH A PETERSON REV TRS	5060 JAMACA AVE N	5060 JAMACA AVE N LAKE ELMO MN 55042	0402921440005	\$5,000.00
51	RESEMIUS WILLIAM H & MARY B	5080 JAMACA AVE N	5080 JAMACA AVE N LAKE ELMO MN 55042	0402921440006	\$5,000.00
52	GROSS CHRISTOPHER L & KATHLEEN	5111 JAMACA BLVD N	5111 JAMACA BLVD N LAKE ELMO MN 55042	0302921330009	\$2,500.00
JEROME AVE N: 49TH ST N TO 53RD ST N					
53	TRS AGR FRIEDRICH & IWONA SRIENC	4955 JEROME AVE N	4955 JEROME AVE N LAKE ELMO MN 55042	1002921210023	\$5,000.00
54	MARTIN NAOMI J & DAVID	5055 JEROME AVE N	5055 JEROME AVE N LAKE ELMO MN 55042	0302921340006	\$5,000.00
55	WEBBER WALTER J & DORIS L	5080 JEROME AVE N	5080 JEROME AVE N LAKE ELMO MN 55042	0302921330016	\$5,000.00
56	KRAHN RICHARD R & ELEANOR L	5170 JEROME AVE N	5170 JEROME AVE N LAKE ELMO MN 55042	0302921330015	\$5,000.00
57	JEAN GRAY DUNBAR TRS AGR	5230 JEROME AVE N	5230 JEROME AVE N LAKE ELMO MN 55042	0302921340005	\$5,000.00
58	AMUNDSON RODNEY E & CAROL F	5277 JEROME AVE N	5277 JEROME AVE N LAKE ELMO MN 55042	0302921340013	\$5,000.00
JEROME AVE CT N: JEROME AVE N TO DEAD END					
59	KROUSE RUSHFORD W & MARY W	5217 JEROME AVE CT N	5217 JEROME AVE CT N LAKE ELMO MN 55042	0302921340007	\$5,000.00
60	GRAVES CHARLES W & CAROL A	5227 JEROME AVE CT N	5227 JEROME AVE CT N LAKE ELMO MN 55042	0302921340008	\$5,000.00
61	ABBOTT MICHAEL W & MARIANNE M	5237 JEROME AVE CT N	5237 JEROME AVE CT N LAKE ELMO MN 55042	0302921340009	\$5,000.00
62	MELIN GARY R & ELIZABETH	5247 JEROME AVE CT N	5247 JEROME AVE CT N LAKE ELMO MN 55042	0302921340010	\$5,000.00
63	MONSON FAMILY LIVING TRS	5257 JEROME AVE CT N	5257 JEROME AVE CT N LAKE ELMO MN 55042	0302921340011	\$5,000.00
64	SPOFFORD NEIL K & MARGARET A	5267 JEROME AVE CT N	5267 JEROME AVE CT N LAKE ELMO MN 55042	0302921340012	\$5,000.00
53RD STREET: JAMACA BLVD N TO 9480 53RD ST N					
65	CITY OF LAKE ELMO		3880 LAVERNE AVE N LAKE ELMO MN 55042	0302921330001	\$10,000.00
66	FANG RICHARD S & MARY K	9220 53 RD ST N	PO BOX 73 LAKE ELMO MN 55042	0302921310006	\$5,000.00
67	ALME DENNIS F & COLLEEN C	9280 53 RD ST N	9280 53 RD ST N LAKE ELMO MN 55042	0302921340003	\$5,000.00
68	CROSS SUE E	9287 53 RD ST N	9287 53 RD ST N LAKE ELMO MN 55042	0302921340004	\$5,000.00
69	JOHN W THATCHER TRS & LAVERNE	9320 53 RD ST N	9320 53 RD ST N LAKE ELMO MN 55042	0302921340002	\$5,000.00
70	EDITH JOAN NICHOLSON TRS	9355 53 RD ST N	9355 53 RD ST N LAKE ELMO MN 55042	0302921340014	\$5,000.00
71	WEGWERTH RUSSELL W & JANA L	9377 53 RD ST N	9377 53 RD ST N LAKE ELMO MN 55042	0302921340015	\$5,000.00
72	PETERSON DALE D & JACLYN G	9380 53 RD ST N	9380 53 RD ST N LAKE ELMO MN 55042	0302921340001	\$5,000.00
73	HINIKER JAMES & KATHRYN ROBERT	9400 53 RD ST N	9400 53 RD ST N LAKE ELMO MN 55042	0302921310005	\$5,000.00
74	OSMUNDSON MICHAEL H & LINDA M ARMSTRONG	9440 53 RD ST N	9440 53 RD ST N LAKE ELMO MN 55042	0302921310004	\$5,000.00
SUBTOTAL: PAGE 2					\$ 172,500.00
SUBTOTAL: PAGE 1					\$ 205,000.00
TOTAL ASSESSMENTS					\$ 377,500.00



STAFF REPORT

DATE: September 18, 2018

CONSENT

ITEM #: 14

TO: City Council

FROM: Greg Malmquist, Fire Chief

AGENDA ITEM: Conditional Job Offer to Part Time Firefighter Applicants, Dean Knowles and Brian Talcott

REVIEWED BY: Kristina Handt, City Administrator

BACKGROUND:

The City advertised for applications for Part Time Firefighter positions. On Wednesday, September 5th applicants were interviewed by staff.

ISSUE BEFORE COUNCIL:

Should the Council make a conditional job offer to Dean Knowles and Brian Talcott, to allow them to continue in the hiring process?

PROPOSAL DETAILS/ANALYSIS:

Staff is recommending the Council make the offer to both applicants to allow them to proceed in the process.

Both applicants have met the minimum requirements of the hiring process as well as the interview process. Upon approval of this Conditional Job Offer applicants will move forward in the process. Pending successful completion of the following: 1) Ability Test, 2) Pre-Placement Physical and 3) Psychological Evaluation, applicants will be placed on the department as Part Time Firefighters under a six month probationary period.

FISCAL IMPACT:

Psychological Exam = \$425.00 x 2, Preplacement Physical Exam = \$363.00 x 2 for a total of \$1576.00.

Wage of \$17.00/hour when shift coverage starts. Wage and benefits are provided within the 2018 adopted budget.

OPTIONS:

- 1) Make conditional job offer to continue with process.
- 2) Do not approve conditional job offers

RECOMMENDATION:

If removed from consent agenda:

Motion of a conditional job offer to Dean Knowles and Brian Talcott, to allow them to continue with and complete the additional requirements of the hiring process. 1) Ability Test, 2) Pre-Placement Physical and 3) Psychological Evaluation.

ATTACHMENTS:

None



STAFF REPORT

DATE: September 18, 2018
CONSENT #15

AGENDA ITEM: Master Services Agreement for Planning Services

SUBMITTED BY: Kristina Handt, City Administrator

BACKGROUND:

In the past the city has used Sambatek (specifically Ben Gozola) to help with planning items when demand exceed the ability of current staff. Unfortunately, Mr. Gozola is no longer with Sambatek as he has taken a Planning Director position with another City. Since he is no longer in the consultant business, staff is seeking another consultant to help fill the gap as the City begins the process to hire a new Planning Director.

ISSUE BEFORE COUNCIL:

Should the Council approve the master services agreement with Swanson Haskamp Consulting LLC?

PROPOSAL:

Director Becker and I met with Jennifer Haskamp to discuss the possibility of her providing interim planning services as the City searches for a new Planning Director. Since Jennifer and her team had been involved with the Comprehensive Plan update, staff felt her familiarity with the city was an advantage in providing short term services. Ms. Becker's last day with the city is anticipated to be September 25th. While the City has begun the recruitment process, we anticipate the position will not be filled until November so we're looking to fill the gap for about a month.

Included in your packet is the Master Services Agreement, Lake Elmo Addendum and Fee schedule. The agreements have been reviewed by the City Attorney who found no issues.

FISCAL IMPACT:

Fee schedule is included in your packet. It is anticipated that most of the fees would be reimbursed by applicants.

OPTIONS:

- 1) Approve the master services agreement
- 2) Amend and then approve the master services agreement
- 3) Do not approve the master services agreement

MOTION:

If removed from the consent agenda:

"Motion to approve the Master Services Agreement with Swanson Haskamp Consulting LLC."

ATTACHMENTS:

- Master Services Agreement
- Lake Elmo Addendum
- Fee Schedule

MASTER SERVICES AGREEMENT
BETWEEN SWANSON HASKAMP CONSULTING, LLC
AND THE CITY OF LAKE ELMO FOR PROJECT AND GENERAL PLANNING SERVICES

The Agreement ("Agreement") is made as of September __, 2018 and between, the City of Lake Elmo ("Client"), 3800 Laverne Avenue N., Lake Elmo, MN 55042, and Swanson Haskamp Consulting, LLC ("SHC"), 246 S Albert Street, Suite 2A, St. Paul, MN 55105, to provide professional Planning Services by SHC in connection with projects and services as requested by the Client.

Description of Services (Scope of Services)

Jennifer Haskamp, President of SHC shall be the primary contact and project manager assigned to perform planning and project management services for the Client (hereinafter referred to as "Services"). Jennifer will work collaboratively with the Client to establish the scope of services and define and identify the priorities to be completed as a part of this contract. SHC shall only perform work when verbal or written direction is provided by the Client throughout the duration of this contract. Specific Services shall be addressed by Addendum and appended and incorporated into this Master Services Agreement.

Standard of Care.

SHC's services shall be performed based on the standard of reasonable professional care for services similar in scope, schedule, and complexity to the services being provided by SHC. All warranties, express or implied, in connection with SHC's services are expressly disclaimed.

Period of Service

This contract shall be effective until directed by the Client, but shall not exceed 12 months.

Compensation

SHC shall be paid for Services provided in accordance with the attached rate schedule found in Attachment 1. Billings will be submitted monthly and the Client agrees to pay bills within 30 days of receipt. SHC and the Client shall work together to establish the method for reporting and submitting invoices to assist with the ease of monthly billing and budget management. Client hereby acknowledges that sufficient funds are currently available, or methods to obtain funds, are assigned to pay for the cost of Services contemplated by the Agreement. SHC has the right, at its sole discretion, to stop work and withhold work product or Services, if payments have not been received within 30 days of invoicing date.

If Client fails to make payments to SHC consistent with the Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at SHC's option, cause for suspension of performance of Services under the Agreement. If SHC elects to suspend Services, prior to suspension of Services, SHC shall give seven days written notice to Client. In the event of a suspension of Services, SHC shall have no liability to Client for delay or damage caused to Client because of such suspension of Services. Before resuming Services, SHC shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of SHC's services. SHC's fees for the remaining Services and the time schedules shall be equitably adjusted.

In the event of termination not the fault of SHC, SHC shall be compensated for Services performed prior to termination, together with reimbursable expenses due.

Client's Responsibilities

Client shall provide full information in a timely manner regarding requirements for and limitations for successful execution of the Scope of Services, including objectives, schedule, constraints and criteria, requirements and relationships and any other pertinent information that will assist SHC in achieving the expectations of the Client.

The Client shall designate a representative authorized to act on the Client's behalf with respect to any Project or Services. The Client or such designated representative shall render decisions in a timely manner pertaining to documents submitted by SHC in order to avoid unreasonable delay in the orderly and sequential progress of the Services.

Termination

The Agreement may be terminated by either party at any time should the other party fail to perform in accordance with its terms through no fault of the party initiating the termination. Such termination shall be effective after giving ten days written notice. Client agrees to pay SHC for all Services provided up to the effective date of termination.

Miscellaneous

Work Product

The documents prepared by SHC for any Project are instruments of SHC’s service for use solely with respect to the Client and, unless otherwise provided, SHC shall be deemed the author of these documents. All documents shall be the property of the Client, and both the Client and SHC shall retain all common law, statutory and other reserved rights, including the copyright. The Client and SHC shall be permitted to retain copies, including reproducible copies, of SHC’s documents for the Client’s information, reference and use in connection with the Services.

Claims and Consequential Damages

SHC and Client waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party’s terminating in accordance with the termination clause.

Any claim, dispute or other matter in question arising out of or relating to the Proposal or breach thereof (“Claim”) shall be resolved by litigation in the State or (assuming subject matter jurisdiction) Federal Court located in Washington County, Minnesota.

Interpretation and Severability

Each provision of this Agreement is severable from the others. Should any provision of the Agreement be found invalid or unenforceable, such provision shall be ineffective only to the extent required by law, without invalidating the remainder of such provision or the remainder of the Agreement. Further, to the extent permitted by law, any provision found invalid or unenforceable shall be deemed automatically redrawn to the extent necessary to render it valid and enforceable.

Assignment

The Client and SHC, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither the Client nor SHC shall assign this Agreement without the written consent of the other.

Team Relationship

The Client and SHC agree to work together on the basis of trust, good faith and fair dealing, and shall take actions reasonably necessary to enable each other to perform this Agreement in a timely, efficient and economical manner.

Entire Agreement

The terms and conditions set forth herein constitute the entire understanding of the parties relating to the services to be provided by SHC. Only a written instrument signed by both parties may amend the Agreement.

Governing Law

The Agreement shall be construed, interpreted, and enforced in accordance with the laws of the State of Minnesota, excluding its conflict of laws. SHC and Client expressly consent to the exclusive personal jurisdiction and venue of the Minnesota courts for all purposes relating to the Proposal. The parties waive trial by jury.

Execution

In witness whereof, the parties hereto have made and executed the Agreement as of the day and first above written.

CLIENT

SWANSON HASKAMP CONSULTING, LLC

Jennifer Haskamp, President | Principal Planner

Printed Name

Date

Addendum 1 to Master Services Agreement (“MSA”) dated September __, 2018

I. Scope of Services

SHC shall perform interim daily planning services for the Client as the Client searches for a new Planning Director. Interim daily services will be provided until otherwise directed but are expected to terminate when a new Planning Director has been hired. Interim daily planning services shall have the following meaning in this Addendum:

- Provide review, assistance and presentation as directed for development applications. Prepare and or review staff reports, resolutions, development agreements, and other planning documents as needed and directed.
- Review draft documents prepared by City Staff as requested.
- Provide assistance to City Staff regarding planning questions that may arise on a daily or periodic basis.
- Attend Planning Commission and City Council meetings if planning items are present on the agenda.
- Attend internal meetings as requested and directed by the City Staff, which may include preapplication meetings with applicants and/or residents.

II. Miscellaneous:

This Addendum does not include Services related to ordinance development/update, or adjustments to the 2040 Comprehensive Plan Update. Separate Addenda to address project related planning services including cost and schedule will be appended to this MSA as Addenda if and when directed and approved by the Client.

III. Fee Summary:

SHC will bill on an hourly bases per the fee the schedule provided as Attachment 1. Flat Meeting rates shall apply only to Planning Commission and City Council meetings and such costs include travel time and up to three (3) hours of meeting time. If meetings exceed three (3) hours, then standard hourly rates shall be applied to the excess time.



Attachment 1:
Fee Schedule
(2018)

Service	Rate
Principal Planner	\$135/Hour
Senior Planner/Landscape Architect	\$120/Hour
Project Planner	\$105/Hour
Hourly Rate - Technical Analysis <ul style="list-style-type: none">▪ GIS Mapping▪ Document Layout▪ Graphics	\$90/Hour
Flat Meeting Rate * <ul style="list-style-type: none">▪ Planning Commission Meeting Attendance▪ City Council Meeting Attendance	\$270
Mileage rate (Standard IRS rate)	\$0.54/mile
Printing and Mailing Services**	Actual Expenses

* Flat meeting rate shall include travel time and up to 3-hours of meeting time.

***Daily printing and small print will not be charged. Large scale or large quantity print jobs will be billed at actual expense rates.



STAFF REPORT

DATE: September 18, 2018
REGULAR # 16

AGENDA ITEM: Reconsideration of Tablyn Park Improvements

SUBMITTED BY: Kristina Handt, City Administrator

BACKGROUND:

At the September 4, 2018 Council meeting, the Council approved two additional light poles at Tablyn but sent the request related to parking back to the Parks Commission on a 4-1 vote.

Mayor Pearson voted on the prevailing side but has since requested that the vote be reconsidered?

ISSUE BEFORE COUNCIL:

Should the Council approve a motion to reconsider the vote to send the Tablyn Park Improvements back to the Parks Commission from the September 4, 2018 meeting?

PROPOSAL:

Mayor Pearson would like to reconsider the vote to send the Tablyn Park Improvements back to the Parks Commission. The motion was:

Councilmember Fliflet, seconded by Councilmember Lundgren moved TO REFER ITEM 15 BACK TO THE PARKS COMMISSION IN LIGHT OF NEW INFORMATION RECEIVED SINCE THEY LAST CONSIDERED IT. Motion passed 4 – 1. (Bloyer – nay)

If the motion to reconsider is approved by a majority of the Council then the issue of improvements at Tablyn Park is back before the Council for debate and consideration.

FISCAL IMPACT:

NA

OPTIONS:

- 1) Approve the motion to reconsider
- 2) Do not approve the motion to reconsider

MOTION TO RECONSIDER:

Motion to reconsider the vote to refer item 15 back to the Parks Commission in light of new information received since they last considered it.

ATTACHMENTS:

- Original staff report and packet item form September 4, 2018 meeting



STAFF REPORT

DATE: September 4, 2018

REGULAR

ITEM #: 15

MOTION

TO: City Council
FROM: Ben Prchal, City Planner
AGENDA ITEM: Capital Improvements – Tablyn Park
REVIEWED BY: Kristina Handt, Administrator

BACKGROUND:

Based off the scheduled capital improvements the Planning and Public Works department would like to begin procedure of executing the outlined improvements for Tablyn Park. The Parks commission had a chance to review the capital improvements for the park on January 7th 2018 and later revisited the topic to further address the need for parking.

Recommendations from the January 7th 2018 meeting were to:

- Remove the basketball court and replace with parking
- Move the swing set/play area down the hill

Since then the recommendations have changed significantly and are outlined below.

ISSUES BEFORE CITY COUNCIL:

Does the Council support the recommendation of the Parks Commission for Tablyn Park Improvements?

PROPOSAL DETAILS/ANALYSIS:

January 7th 2018 Meeting:

The commission recommended removal of the basketball court to replace with parking as well as move the swing set down the hill to be with the other equipment. Staff does not necessarily feel that removal of the equipment will provide more of a benefit than other options. Removal of the swing set as well as basketball court will provide the park with 18 parking spaces. However, staff also does not feel that the structural integrity of the swing set could be maintained if it were to be moved. The City would have to purchase a new swing set.

August 20th 2018 meeting:

The commission was presented with the options listed below at the August 20th meeting. The Tablyn Park improvements consist of adding lighting and additional parking to the parking area/sliding hill to increase safety, at a cost of \$55,000.

In an effort minimize impact to the park and maximize usable park amenities the following possibilities were presented. Staff had encouraged the options outlined below.

1. Extend the current parking lot to the north 60'-80' along the park entrance road. This would add 6-8 additional parking stalls and not require removal of the basketball court or swings. Approximate cost \$12,000 - \$15,000
2. Post the eastern side of the park entrance (along the sliding hill) no parking while allowing parking on the western side of the entrance. This would improve visibility and safety to those on the sledding hill while encouraging users to park on the western side of the park entrance and not require removal of the swings or basketball court. Approximate cost \$1,000.

Park lighting upgrades through Xcel Energy will consist of one to two additional light poles being installed to provide lighting to the parking lot and sliding hill. Based on pricing from the 2016 light installation our estimate for additional lighting is \$10,000.

The Commission did not follow the recommendation to expand the parking lot to the north.

FISCAL IMPACT (2018):

Tablyn Improvements \$25,000 - \$55,000

OPTIONS:

- 1) Motion to approve the recommendation of the Parks Commission
- 2) Motion to approve improvements with amendments to the plan
- 3) Motion to deny improvements

RECOMMENDATION:

Parks Commission:

The recommendation of the parks commission is as follows “Motion to recommend improvements to Tablyn Park as follows, add a gravel parking lot in the lower area (north), add lighting for the gravel lot and asphalt lot, sign the east side of the entrance road as no parking and allow parking on the west side, stripe the existing parking spots as well as the newly created spots on the entrance road, and add a split rail fence at the top of the hill to create separation.

If the Council still chooses to follow the recommendation of the Commission staff would be inclined to close the lot during the spring months to prevent ruts and damage to the lot. The primary purpose would be to serve the winter parking needs.

“Motion to approve the Parks Commission recommendation and seek bids to construct a gravel parking lot in the lower area (north), add lighting for the gravel lot and asphalt lot, sign the east side of the entrance road as no parking and allow parking on the west side, stripe the existing parking spots as well as the newly created spots on the entrance road, and add a split rail fence at the top of the hill to create separation”

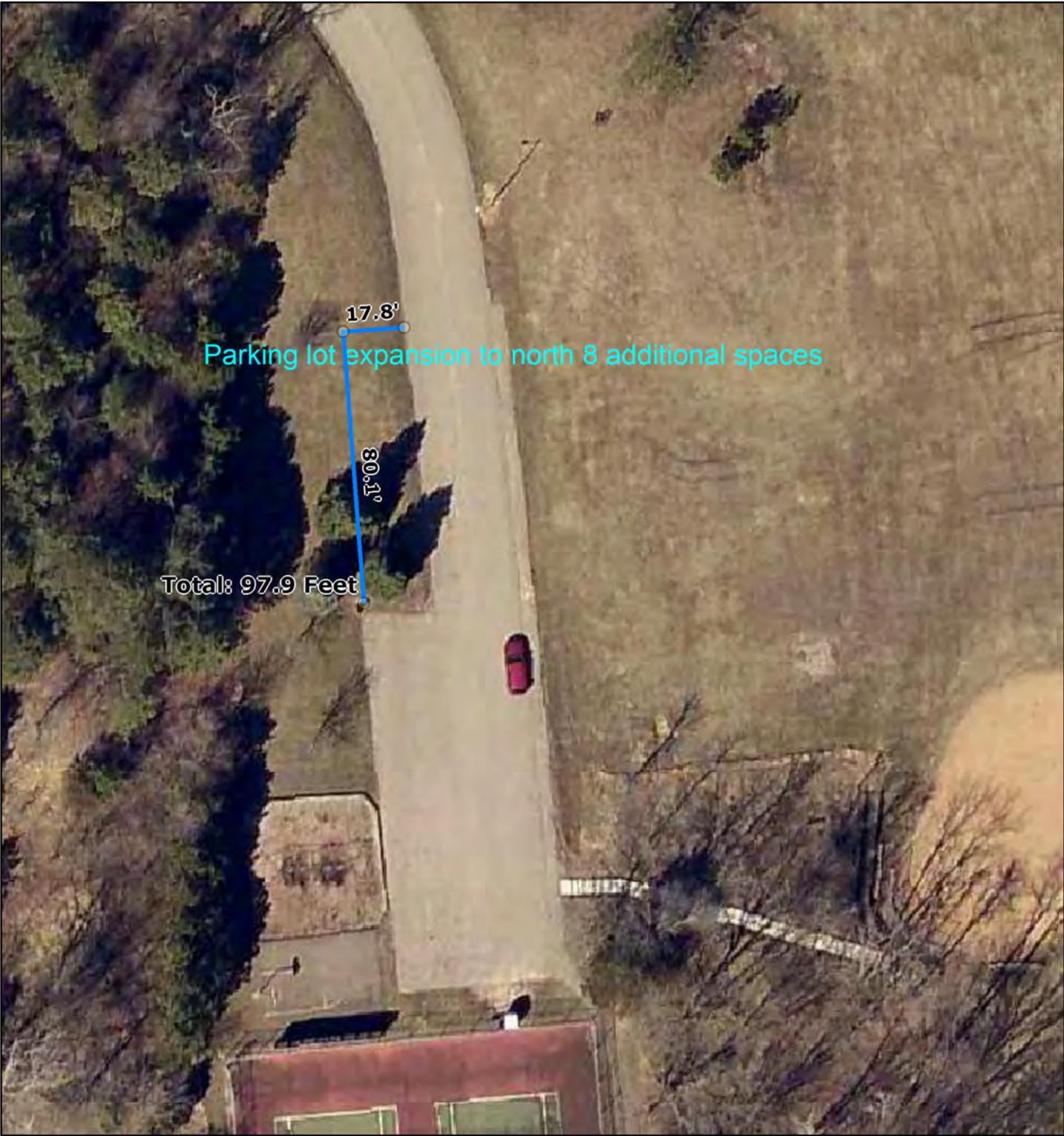
Staff Comments:

Staff does not support the recommendation to create a gravel lot in the lower section of the park. Creating this lot would have the possibility to conflict with the sliding hill in which hill users could collide with parked cars, sleds may also not be visible to cars entering and exiting the lot. Also, after communicating with the company that would stripe the entrance road for parallel parking, they encouraged dismissal of this idea because of potential sightline issues due to the grade and curvature of the road. Because of this, staff is not inclined to support this aspect of the recommendation. Staff still recommends expanding the lot to the north which is expected to add 6-8 additional spots totaling 16-18.

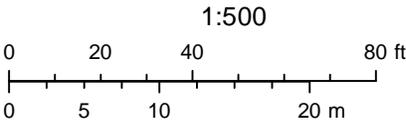
ATTACHMENTS:

- Parking Lot Design Options
 - A, B, C, and D

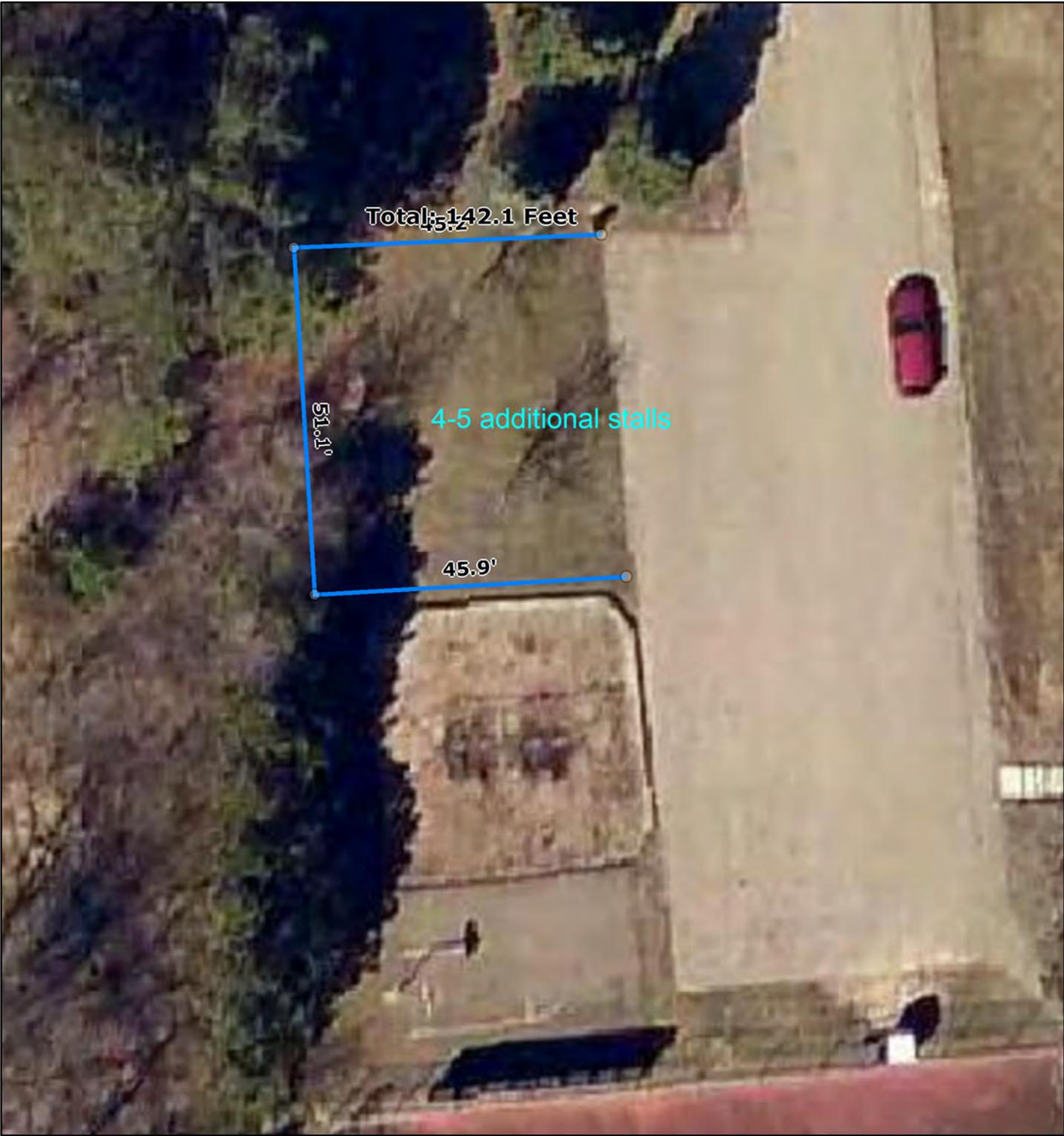
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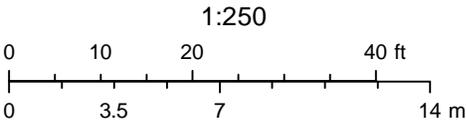
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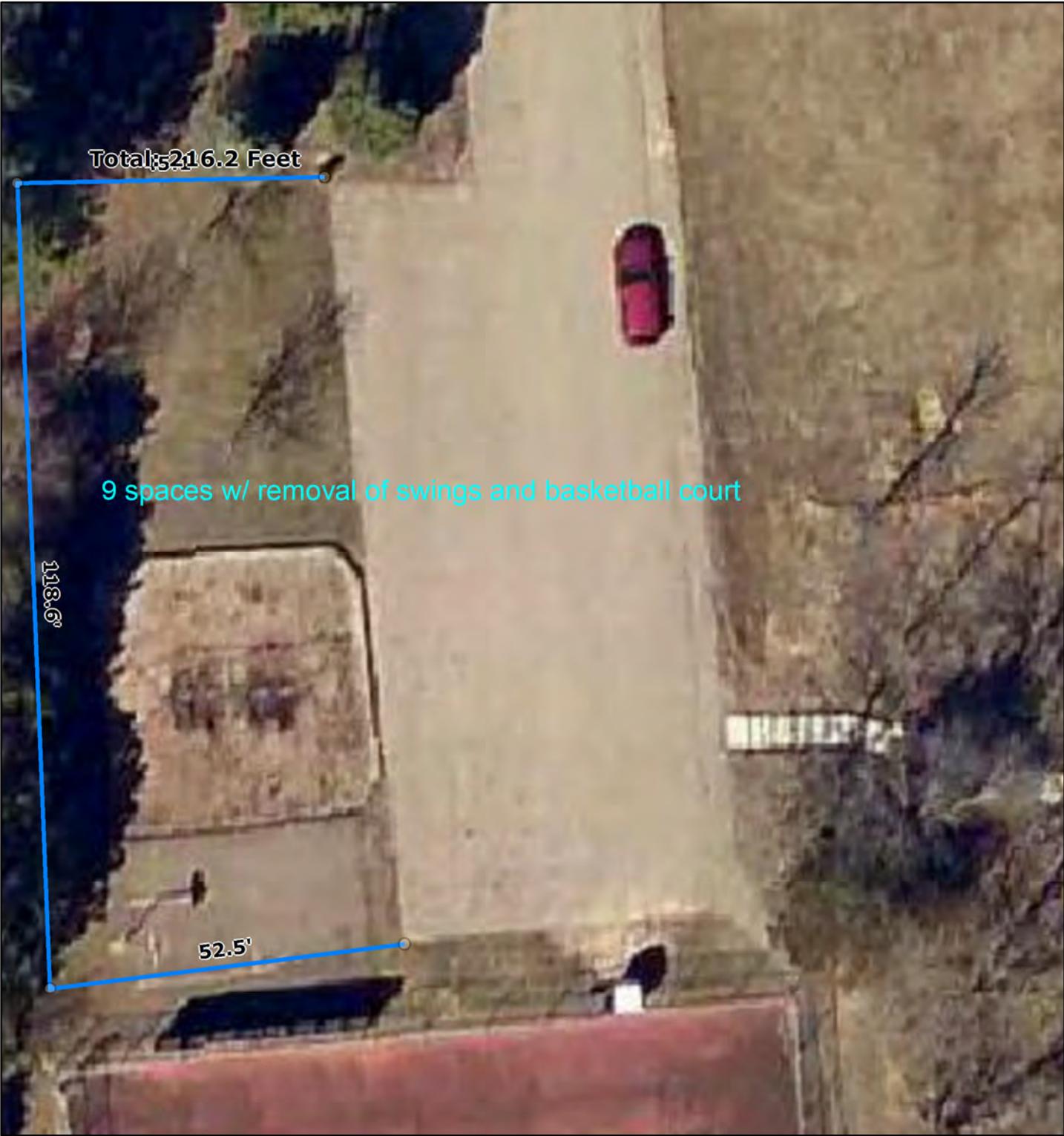
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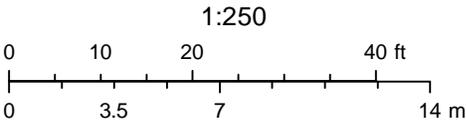
August 27, 2018



Washington County, MN



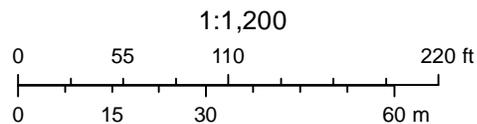
August 27, 2018



Washington County, MN



August 30, 2018





STAFF REPORT

DATE: September 18, 2018

REGULAR

ITEM #: 17

MOTION

TO: City Council
FROM: Ben Prchal, City Planner
AGENDA ITEM: Environmental Performance Standards – Ordinance Amendment
REVIEWED BY: Emily Becker, Planning Director

BACKGROUND:

Chapter 154.250 addresses the City's expectations for environmental performance. This chapter essentially has two sections which lays out standards for tree preservation/replacement and landscaping requirements. The tree preservation plan applies to developments within any zoning district except single family residential lots or clearing or cutting of trees for purposes of forestry operations. It also applies to any grading or excavation projects resulting in the movement of greater than 400 cubic yards of material per acre. Planning staff has been applying these standards to new growth and development throughout the City. After working through some of the newer developments and gaining feedback from the City's new landscape architect, staff has noticed portions of the code should be updated for clarification. Therefore, Staff is proposing some amendments to tree preservation/replacement requirements and landscaping requirements. Additionally, it was communicated by Council that the City's parking lot screening requirements were over burdensome and should be reanalyzed.

ISSUE BEFORE COUNCIL:

Should Council adopt an ordinance amending tree preservation, landscaping standards and screening as it relates to parking lots?

PROPOSAL DETAILS/ANALYSIS:

Tree Preservation

- Language has been added to the definition of significant trees and specimen trees.
- Mitigation plan: trees must be planted in appropriate areas within the development
- Tree Replacement Calculation: the section was summarized to improve clarification within subsection b.
- Exceptions: exceptions may be requested through the variance process. Subsection 2 gives council the guidelines for acceptable types of mitigation. Payment, woodland management practice, or planting trees on City property.
- Penalty: When significant trees are removed from a site that was not noted on the plans it will result in a one-to-one replacement penalty regardless if it is over the 30% allowance.
- There is no longer a lot size requirement to meet before requesting a variance

Comparison to Other Cities. The following outlines “tree preservation” practices of other cities.

Forest Lake – Different zoning districts have different allowable percentages of removal. They also offer a type of replacement similar to our proposal but smaller in size.

<i>Size of Tree Damaged or Destroyed</i>	<i>Number of Replacement Trees</i>		
	<i>Category A</i>	<i>Category B</i>	<i>Category C</i>
Coniferous, 12 to 24 feet high	1	2	4
Coniferous, 24 feet or higher	2	4	8
Hardwood deciduous, 6 to 20 inches diameter	1	2	4
Softwood deciduous, 20 to 30 inches diameter	1	2	4
Softwood deciduous, greater than 30 inches diameter	2	4	8

The applicant shall be responsible for furnishing and installing 1 Category A tree, 2 Category B replacement trees, or 4 Category C replacement trees for every 125 square feet of significant woodland damaged or destroyed, or any increment thereof. (Their categories are further defined in the code). They may also pay a fee in lieu of physical replacement. Their percentage of allowed removal is determined by the district. For example rural residential is 30% but “urban” districts are 50%.

Mahtomedi - In heavily wooded areas, tree replacement shall be at a rate of one tree replaced for each 3 significant trees lost. In areas which are not heavily wooded a replacement rate of one-to-one shall be used. Significant trees are defined as coniferous trees six feet or more in height, and deciduous trees are defined as trees eight inches or more in diameter.

Stillwater - For private lot development, there is a one-to-one replacement standard for all significant trees removed over 35%. They also allow a fee to be paid when tree replacement is not feasible. Trees removed for utilities and easements are replaced on a standard of 10 per acre. Significant tree means a tree measuring at least six inches in diameter at 54 inches above the base.

Woodbury – Woodbury allows for three options for tree replacement. There are multiple factors that require tree replacement, but diameter inches over 30% must be replaced. The applicant may replace the trees within the development per the replacement schedule, plant replacement trees on City property (under direction of parks director), or pay the City a fee based on diameter inches required for replacement.

Common Trees are replaced at a rate of 1/8th diameter inches removed.

Coniferous/Evergreen are replaced at a rate of 1/4th diameter inches removed.

Hardwood Trees are replaced at a rate of 1/2 the diameter inches removed.

Significant trees are defined by the same standard as Lake Elmo. Essentially Lake Elmo’s code is almost the same as Woodbury’s with a few exceptions.

Landscaping around parking lots

After reviewing a proposed parking lots within the City, concern has been raised relating to the screening requirements of parking lots. The main point of concern was that the screening would inhibit pedestrian and vehicle views, potentially raising safety issues. Similar language relating to screening requirements is also found in the Lake Elmo Design Guidelines and Standards Manual.

It is important to keep in mind that the removal of this language would apply to any area within the City. Varying screening requirements are commonly seen in other City ordinances.

Forest Lake: For parking lots adjacent the public realm, one shade tree planted evenly at 15 to 20 feet, screening consisting of or combination of decorative fence/wall or landscape berm. For non-public realm, a high quality privacy fencing with landscaped screening shall be installed between parking lots and residential uses.

Mahtomedi: Requires plantings, berms, or fencing no less than 3 feet in height. Parking lots may be screened with a fence or wall between four to six feet in height.

Stillwater: Landscaping shall be provided in new parking lot construction and reconstruction when abutting property located in residential districts shall be separated from such property by a wall, planter or a view-obscuring fence; or a raised landscaped mound of earth, sand stones or the like; or by a permanently maintained compact evergreen hedge; or a combination of any of the preceding treatments.

Mounds View: All open, nonresidential, off-street parking areas of five (5) or more spaces shall be screened and landscaped from abutting or surrounding residential districts in compliance with subdivision 1103.08(6) of this Title. (1988 Code §40.07).

Chaska: Off-street open parking areas containing six (6) or more spaces, and all loading facilities shall be screened from public streets which ... Height of screening shall be at least four (4) feet but no more than six (6) feet above level of parking lot, and shall be ten (10) feet above the loading facility. Minimum opacity shall be 75 percent year round.

Lake Elmo Zoning Code

A. *Perimeter Parking Lot Landscaping.* Parking areas shall be screened from public streets and sidewalks, public open space, and adjacent residential properties. The perimeter of parking areas shall be screened as follows:

1. A landscaped frontage strip at least five (5) feet wide shall be provided between parking areas and public streets, sidewalks, or paths. If a parking area contains over one hundred (100) spaces, the frontage strip shall be increased to eight (8) feet in width.
 - a. ~~Within the frontage strip, screening shall consist of either a masonry wall, fence, berm, or hedge or combination that forms a screen a minimum of three and one-half (3.5) and a maximum of four (4) feet in height, and not less than fifty percent (50%) opaque on a year-round basis.~~
 - b. Trees shall be planted at a minimum of one deciduous tree per fifty (50) linear feet within the frontage strip.

Design Standards Manual

If the City opts to remove the above language, the following language should also be removed from Lake Elmo Design Guidelines and Standards Manual.

Commercial/Business Park

- f. Parking areas should be screened from view of public streets by means of grading and/or landscaping.
- g. Parking areas should be screened from adjacent structures with landscaping strips not exceeding 4 feet in height in order to ensure pedestrian safety.

Village Mixed Use

- f. Surface parking areas should be screened from view of public streets by means of grading and/or landscaping.

FISCAL IMPACT:

The City is not expected to be impacted financially.

RECOMMENDATIONS AND COMMENTS:

Planning Commission Recommendations:

Tree Preservation

- To add a definition for Ornamental Trees – Passed 7-0
- Remove Specimen trees section 11. D. – Passed 7-0
- To call out Buckthorn in the noxious or invasive tree definition – Passed 7-0
- Remove box elder and cotton wood trees from the common tree definition – Passed 4-3
- The ordinance passed with amendments 7-0

Parking lot Screening

- Recommend making no change to the parking lot screening requirements – Passed 6-1

Tree Preservation:

Staff as well as the planning commission are recommending approval of the amendments to the environmental performance section of City code.

There were amendments to the ordinance presented to the commission and staff is in support of the amendments.

Perimeter Parking lot screening:

Staff as well as the planning commission does not recommend complete removal of screening requirements for the front strip of parking lots. However, if Council feels they are still burdensome staff would support relaxing the requirements.

***“Move to adopt Ordinance 08-220 amending language to the Environmental Performance Chapter”
And***

“Motion to adopt Resolution 2018-087 authorizing summary publication of Ordinance 08-220”

ATTACHMENTS:

Ordinance 08-220

Resolution 2018-087

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

ORDINANCE NO. 08-220

**AN ORDINANCE AMENDING THE LAKE ELMO CITY CODE OF ORDINANCES BY
ADDING ADDITIONAL STANDARDS FOR LANDSCAPING STANDARDS**

SECTION 1. The City Council of the City of Lake Elmo hereby amends Title XV: Land Usage; Chapter 154: Zoning Code; Article VIII Environmental Performance; Section 154.257 by amending the following:

§ 154.257 TREE PRESERVATION.

A. Purpose. Within the City of Lake Elmo, trees and woodlands are considered a valuable asset to the community. The City places a priority on protecting this asset and finds that it is in the best interest to regulate the development and alteration of wooded areas within the community. All builders, developers and subdividers shall comply with all the provisions in the Zoning Code which address the preservation of existing significant trees. All builders, developers and subdividers are encouraged to preserve all healthy trees of significant value even if the trees do not meet the size requirements to be considered significant trees.

B. Definitions. The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

Common Tree. Includes Ash, Aspen, Basswood, ~~Box Elder~~, Catalpa, ~~Cottonwood~~, Elm, Hackberry, Locust, Poplar, Silver Maple, Willow and any other tree not defined as a hardwood deciduous tree or a coniferous/evergreen tree.

Coniferous/Evergreen Tree. A wood plant, which, at maturity, ~~is at least twelve (12) feet or more in height~~, having foliage on the outermost portion of the branches year-round. Tamaracks are included as a coniferous tree species.

Critical Root Zone (CRZ). An imaginary circle surrounding the tree trunk with a radius distance of one (1) foot per one (1) inch of tree diameter. E.g. a twenty-inch diameter has a critical root zone with a radius of twenty (20) feet.

Deciduous Hardwood Tree. Includes Birch, Cherry, Hickory, Ironwood, Hard Maples, Oak and Walnut.

Diameter Breast Height (DBH). The diameter of trees at breast height, measured 4 ½ feet (54 inches) above the ground.

Drip Line. The farthest distance away from the trunk of a tree that rain or dew will fall directly to the ground from the leaves or the branches of the tree.

Nuisance Tree. (1) Any living or standing tree or part thereof infected to any degree with a shade tree disease (See Shade Tree Disease Below) or shade tree pest; (2) Any logs, stumps, branches, firewood or other part of dead or dying tree(s) infected with a shade tree disease or shade tree pest unless properly treated; and (3) Any standing dead trees or limbs which may threaten human health or property. Also included, are noxious or invasive trees such as buckthorn, boxelder, and cottonwood.

Ornamental Tree. A small tree, usually less than thirty (30) feet at maturity, often planted for ornamental characteristics such as flowers or attractive bark.

Shade Tree Disease. Dutch elm disease (*Ophiostoma ulmi* or *Ophiostoma novo-ulmi*), oak wilt (*Ceratocystis fagacearum*) or any other tree disease of epidemic nature.

Significant Tree. A healthy tree measuring a minimum of six (6) inches in diameter for hardwood deciduous trees, 19 ft. in height or eight (8) inches in diameter for coniferous/evergreen trees, or twelve (12) inches in diameter for common trees, as defined herein.

Specimen Tree. A healthy, deciduous hardwood tree measuring equal to or greater than thirty (30) inches in diameter breast height or a healthy coniferous/evergreen tree measuring equal to or greater than twenty-five (25) feet in height.

Tree Preservation Plan. A plan prepared by a certified landscape architect or forester indicating all of the significant trees in the proposed development or parcel. The Tree Preservation Plan includes a tree inventory which includes the size, species, and location of all significant trees proposed to be saved and removed on the area of development, and the measures proposed to protect the significant trees to be saved.

Woodland Evaluation Report. A report prepared by a certified landscape architect, forester, or land surveyor indicating the general location, condition, and species of significant trees on a parcel planned for future development or grading activity. The report must demonstrate that there will be no impact to existing significant trees as part of the development or grading activity. Finally, the report must include the measures proposed to protect significant trees on the site.

C. Tree Preservation Standards for Developing Properties

1. Applicability.

- a. A Tree Preservation Plan, or suitable alternatives as determined by the City, shall be submitted and approved for the following activities:
 - i. New Development in Any Zoning District. A Tree Preservation Plan shall be required as part of any development or subdivision application.
 - ii. Any grading or excavation project that result in the movement of greater than 400 cubic yards of material per acre of site per §151.017.
 - iii. If the applicant is able to demonstrate that the proposed development or major grading activity includes no impact to the significant trees on the site, then the applicant may be exempt from the requirement to submit a Tree Preservation Plan. It is the responsibility of the applicant

to demonstrate that there are no impacts to significant trees through a Woodland Evaluation Report or some other form of tree survey or study.

- b. A Tree Preservation Plan is not required for the following activities:
 - i. This section does not apply to the issuance of a development approval for a single-family residence on an existing platted lot of record.
 - ii. This section does not apply to the harvesting of trees. For purposes of this section, “harvesting” means cutting or clearing trees for purposes relating to forestry operations, as defined in §154.012. “Harvesting” does not include the clearing of land for purposes of development, even where the trees are sold for purposes of creating lumber for related purposes.
2. Tree Preservation Plan. All applicants shall submit a tree preservation plan prepared by a certified forester or landscape architect in accordance with the provisions of this section. During the review of an application for a building permit, grading permit or Preliminary Plat, the tree preservation plan will be reviewed according to the best layout to preserve significant trees and the efforts of the subdivider to mitigate damage to significant trees.
3. Tree Preservation Plan Requirements. The Tree Preservation Plan shall be a separate plan sheet(s) that includes the following information:
 - a. The name(s), certification(s), telephone number(s) and address(es) of the person(s) responsible for tree preservation during the course of the development project.
 - b. Tree Inventory. The Tree Preservation Plan must include a Tree Inventory through one of the following methods:
 - i. Tree Inventory Individual. An individual inventory including an identification system linked to metal field tags located four and one-half (4.5) feet from grade on all significant trees must be identified on a plan sheet in both graphic and tabular form.
 - ii. Tree Inventory Sampling. In cases of sites with large tracts of significant trees, the City may approve the use of a sampling inventory for all or portions of a site as an alternative to an individual inventory. The sampling inventory must include the methodology for sampling, identification ribbon around the perimeter of the sampling areas, and metal field tags located four and one-half (4.5) feet from grade on all significant trees in the sampling area. Within the sampling area, the quantity, size, species, health and location of all significant trees must be identified on a plan sheet in both graphic and tabular form. Based on sampling, total estimates and locations of healthy significant trees shall be provided.
 - iii. Tree Inventory Combination. With the approval of the City, sites that include both large tracts of significant trees and areas of individual

significant trees may utilize a combination of the individual and sampling inventory methods.

- c. Trees that were planted as part of a commercial business such as a tree farm or nursery do not need to be inventoried on an individual tree basis. A general description of the trees and an outer boundary of the planted area must be provided. The burden of proof shall be on the applicant to provide evidence to support the finding that the trees were planted as part of a commercial business.
 - d. A listing of healthy significant trees inventoried in subsection (b) above. Dead, diseased or dying trees do not need to be included in the totals.
 - e. A listing of the healthy significant trees removed, identified by the metal field tag or some other form of identification used in the tree inventory in subsection (b) above.
 - f. A listing of the healthy significant trees to remain, identified by the metal field tag or some other form of identification used in the tree inventory in subsection (b) above.
 - g. Outer boundary of all contiguous wooded areas, with a general description of trees not meeting the significant tree size threshold.
 - h. Locations of the proposed buildings, structures, or impervious surfaces.
 - i. Delineation of all areas to be graded and limits of land disturbance.
 - j. Identification of all significant trees proposed to be removed within the construction area. These significant trees should be identified in both graphic and tabular form.
 - k. Measures to protect significant trees: and City standard tree protection detail.
 - l. Size, species, number and location of all replacement trees proposed to be planted on the property in accordance with the Mitigation Plan, if necessary.
 - m. Signature of the person(s) preparing the plan.
4. Implementation. All sites shall be staked, as depicted in the approved Tree Preservation Plan, and the required tree protection fencing shall be installed around the critical root zone before land disturbance is to commence. ~~The City shall inspect the construction site prior to the beginning of the land disturbance to ensure that protective fencing and other protective measures are in place.~~ The City has the right to inspect the site at any time for compliance with the plan. No encroachment, land disturbance, trenching, filling, compaction, or change in soil chemistry shall occur within the fenced areas protecting the critical root zone of the trees to be saved.
 5. Allowable Tree Removal. Up to thirty (30) percent of the diameter inches of significant trees on any parcel of land being developed may be removed without replacement requirements. Replacement according to the Tree Replacement Schedule is required when removal exceeds more than thirty (30) percent of the

total significant tree diameter inches. The following types of trees do not need to be included as part of the tally of tree removals:

- a. Dead, diseased, or dying trees;
 - b. Trees that are transplanted from the site to another appropriate area within the city;
 - c. Trees that were planted as part of a commercial business, such as a tree farm or nursery; or
 - d. Trees that were planted by the current property owner. In making such a determination, the City shall consider consistency of the age of the trees, any patterns in the location of trees, historical aerial photography and evidence of intentional planting such as invoices, formal planting plans or cost sharing agreements.
6. Mitigation Plan.
- a. In any development or grading project where the allowable tree removal is exceeded, the applicant shall mitigate the tree loss ~~by either:~~ by planting replacement trees in appropriate areas within the development in accordance with the Tree Replacement Schedule.
 - ~~i.—Planting replacement trees in appropriate areas within the development in accordance with the Tree Replacement Schedule;~~
 - ~~ii.—Planting replacement trees on City property under the direction of the Public Works Superintendent; or~~
 - ~~iii.—Some combination of above subsections (i) and (ii) to total the equivalent number of replacement trees to meet the Mitigation Plan.~~
 - b. The form of mitigation to be provided by the applicant shall be determined by the City.
 - c. The planting of trees for mitigation on residential projects shall be in addition to any other landscape requirements of the City.
 - d. All trees, with the exception of ornamental trees, planted as landscaping on commercial or mixed-use projects may be counted towards tree replacement requirements.
7. Tree Replacement Calculations. Thirty (30) percent of the total diameter inches of significant trees on the site may be removed without replacement. Any percentage over 30 shall be replaced. ~~The allowable thirty (30) percent removal is first credited to the common trees removed, then the conifers, and lastly the hardwood species.~~ The following calculation procedure must be used to determine tree replacement requirements:
- a. Tally the total number of diameter inches of all significant trees on the site.
 - b. ~~Calculate thirty (30) percent of the total diameter inches of significant trees on the site. This is the allowable tree removal limit, or the number of inches that can be removed without replacement.~~ A calculation must be provided which

breaks out the number of inches removed for hardwood, evergreen/deciduous, and common trees. The 30% removal figure applies to each category individually and trees are replaced according to the Tree Replacement Schedule in subsection 8.

- ~~e. Tally the total diameter inches of common trees that will be removed and subtract this number from the allowable tree removal limit.~~
 - ~~d. If there are any allowable inches left, tally the total diameter inches of conifer/evergreen tree species that will be removed and subtract this number from the remaining allowable inches.~~
 - ~~e. If there are any allowable inches left, tally the total diameter inches of hardwood deciduous tree species that will be removed and subtract this number from the remaining allowable inches.~~
 - ~~f. If at any point in the above calculation procedure (a-e) the number of inches to be removed exceeds the thirty (30) percent allowable removal limit, the remaining inches of removal above the allowable limit must be replaced according to the Tree Replacement Schedule in subsection 8.~~
8. Tree Replacement Schedule. Tree removals over the allowable tree removal limit on the parcel shall be replaced according to the following schedule:
- a. Common tree species shall be replaced with new trees at a rate of one-fourth (1/4) the diameter inches removed.
 - b. Coniferous/evergreen tree species shall be replaced with new coniferous or evergreen trees at a rate of one-half (1/2) the diameter inches removed. Since coniferous species are often sold by height rather than diameter inch, the following conversion formula can be used:
 - i. $\text{Height of Replacement Coniferous Tree} / 2 = \text{Diameter Inches of Credit}$
 - c. Hardwood deciduous tree species shall be replaced with new hardwood deciduous trees at a rate of (1/2) the diameter inches removed.
 - ~~d. Replacement Tree Size. Replacement trees must be a minimum of one (1) inch in diameter.~~
9. Species Requirement. The City must approve all species used for tree replacement. Ornamental trees are not acceptable for use as replacement trees. Where ten or more replacement trees are required, not more than thirty (30) percent of the replacement trees shall be of the same species of tree. Native species are encouraged, and hardiness and salt tolerance should be considered where applicable.
10. Warranty Requirement. Any replacement tree which is not alive or healthy, as determined by the City, or which subsequently dies due to construction activity within two (2) years after the date of project closure shall be removed by the applicant and replaced with a new healthy tree meeting the same minimum size requirement within eight (8) months of removal.

11. Protective Measures. The Tree Preservation Plan shall identify and require the following measures to be utilized to protect significant trees planned for preservation:

- a. Installation of snow fencing or polyethylene laminate safety netting placed at the drip line or at the perimeter of the critical root zone, whichever is greater, of significant trees, specimen trees and significant woodlands to be preserved. No grade change, construction activity, or storage of materials shall occur within this fenced in area.
- b. Identification of any oak trees requiring pruning between April 15 and July 1. Any oak trees so pruned shall be required to have any cut areas sealed with an appropriate nontoxic tree wound sealant.
- c. Prevention of change in soil chemistry due to concrete washout and leakage or spillage of toxic materials, such as fuels or paints.
- d. Removal of any nuisance trees located in areas to be preserved.

12. Compliance with the Tree Preservation Plan. The applicant shall implement the Tree Preservation Plan prior to and during any construction. The tree protection measures shall remain in place until all land disturbance and construction activity is terminated or until a request to remove the tree protection measures is made to, and approved by, the City.

- a. No significant trees shall be removed until a tree preservation plan is approved and except in accordance with the approved Tree Preservation Plan.
- b. The City shall have the right to inspect the development and/or building site in order to determine compliance with the approved Tree Preservation Plan. The City shall determine whether the Tree Preservation Plan has been met.
- c. Irreparable Damage. Where the City determines that irreparable damage has occurred to a healthy significant tree that is designated to be preserved as part of the Tree Preservation Plan, the tree shall be removed and replaced, and protective fencing shall be provided.

e.d. Instances where (a) significant tree(s) is (are) removed due to development or disturbed, which was not noted on the landscaping or tree removal plan will result in a one to one replacement penalty regardless if it is over the 30% allowance.

~~D. Specimen Trees. The removal of any specimen trees on a property located in any of the urban zoning districts shall require a special permit and be subject to the Tree Replacement Schedule for the purpose of mitigating great tree loss.~~

E.D. Financial Security. In cases where mitigation or tree replacement is required, the City may require that a financial security, in a form acceptable to the City, be provided as part of a development agreement or applicable permit to ensure compliance and performance of the Mitigation Plan. The financial security will be released to the applicant upon verification by the City that the Mitigation Plan was followed, and that all replacement trees are planted and in a reasonable state of health. The financial security

may be used to replace any replacement trees that have become damaged or diseased after planting.

F.E. Exceptions

1. *Exception Standards.* Notwithstanding the City's desire to accomplish tree preservation and protection goals, there may be instances where these goals are in conflict with other City objectives. These conflicts will most likely occur on small, heavily-wooded parcels. ~~At the discretion of the City Council Developers may ask for exceptions through the variance process as indicated in 154.109.~~
eExceptions may be granted if all of the following conditions exist:
 - a. It is not feasible to combine the subject parcel with adjacent parcels that could use the parcel as required green space;
 - ~~b. The subject parcel is five (5) acres in size or less;~~
 - e.b. Strict adherence to the Tree Preservation Ordinance would prevent reasonable development that is consistent with the Comprehensive Plan and desirable to the City on the parcel; and
 - d.c. The exception requested is the minimum needed to accomplish the desired development.
2. *Reduced Mitigation for Exceptions.* If an exception is granted, relief from the requirements of the ordinance may take the form of reduced mitigation requirements, greater allowable tree removal, higher thresholds for determining significant trees, or any combination of the above. The City Council will determine which form of relief best balances the objectives of the City and tree preservation. The Council may require payment of park dedication fees; woodland management practices; or planting of replacement trees on City property under direction of the Public Works Director as a condition of variance approval.

(Ord. 08-077, passed 5-07-2013)

SECTION 2. The City Council of the City of Lake Elmo hereby amends Title XV: Land Usage; Chapter 154: Zoning Code; Article VIII; Environmental Performance Standards; Section 154.258 Landscape Requirements by amending the following:

§ 154.258 LANDSCAPE REQUIREMENTS.

All development sites shall be landscaped as provided in this section in order to control erosion and runoff, moderate extremes of temperature and provide shade, aid in energy conservation, preserve habitat, provide visual softening of, especially, urban development, and generally enhance the quality of the physical environment within the city.

- A. *Landscape Plan Required.* A landscaping plan is required for all new commercial, industrial, institutional, and multi-family development, all planned unit developments,

and all subdivisions, with the exception of minor subdivisions, as defined in Chapter 154. The landscape plan shall be prepared by a certified landscape architect and include the following:

1. The location, size, quantity, and species of all existing and proposed plant materials.
2. Methods for protecting existing trees and other landscape material, consistent with §154.257.
3. Structural and ground cover materials.
4. Provisions for irrigation and other water supplies.
5. Details and cross sections of all required screening.
6. Special planting instructions.
7. City standard plan notes and drawings.
- 6.8. Utilities and driveways shall also be clearly shown on the plans.

B. *Design Considerations.* The following design concepts and requirements shall be considered when developing a landscape plan.

1. To the maximum extent possible, the landscape plan shall incorporate existing trees and other vegetation on the site.
2. Landscaped areas should be of adequate size to allow proper plant growth, protect plantings from vehicular and pedestrian traffic, and provide adequate areas for plant maintenance.
3. A variety of trees and shrubs should be used to provide visual interest year round. No more than fifty percent (50%) of the required number of trees and shrubs may consist of any one species. A minimum of twenty-five percent (25%) of the required number of trees shall be deciduous shade trees, and a minimum of twenty-five percent (25%) shall be coniferous trees. Ornamental trees may be used when applied towards landscaping requirements. However, the number of trees shall not exceed 15% of the required amount.
4. Final slopes greater than 3:1 will not be permitted without special treatment such as terracing, retaining walls, or special ground covers.
5. All plant materials, except trees planted per the Tree Replacement Schedule, shall meet the following minimum size standards in Table 6-1. Trees planted per the Tree Replacement Schedule shall meet the minimum requirements outlined in Section 154.257 (C) (8) (d.).

Table 6-1. Minimum Size Standards for Landscape Materials

Plant Type	Minimum size at planting
Trees:	
Evergreen	6 feet in height
Deciduous – shade	2.5 inches caliper, measured 6 inches from base
Deciduous - ornamental	2 inches caliper, measured 6 inches from base
Shrubs:	
Evergreen	# 5 container*
Deciduous	# 5 container*
Shrubs used for screening (evergreen or deciduous)	# 5 container*

* Approximately 5 gallons. See American Standards for Nursery Stock, ANSI 260.1-2004 for exact specifications.

* This table and its requirements do not apply to the tree replacement schedule

6. As an alternative to the minimum standards for landscape materials, a landscape plan prepared by a qualified professional certifying that said plan will meet the intent of this Section may be submitted.

~~6.7.~~ As a general rule, trees should be planted ten feet away from all utilities including water and sewer stubs, unless approved by the City’s Landscape Architect.

C. *Landscaping of Setback Areas.* All required setbacks not occupied by buildings, parking, paths or plazas shall be landscaped with turf grass, native grass, trees, shrubs, vines, perennial flowering plants, and surrounding pervious ground cover.

1. A minimum of one (1) tree shall be planted for every fifty (50) feet of street frontage, lake shore or stream frontage, or fraction thereof.
 - a. Trees adjacent to streets shall be planted within the front yard and may be arranged in a cluster or placed at regular intervals to best complement existing landscape design patterns in the area.
 - b. Salt tolerance and root structure should be considered when selecting tree species adjacent to streets, sidewalks and parking areas.
 - c. Where property abuts a lake or stream, trees shall be planted at intervals of no more than fifty (50) feet along the shoreline, except where natural vegetation is sufficient to meet this requirement.
2. In addition to the requirements of C.1 above, a minimum of five (5) trees shall be planted for every one (1) acre of land that is ~~developed or~~ disturbed by development activity. Such trees may be used for parking lot landscaping or screening as specified in subsections D and E below.

D. *Interior Parking Lot Landscaping.* The purpose of interior parking lot landscaping is to minimize the expansive appearance of parking lots and provide shaded parking areas. Landscaping shall consist of planting islands, medians and borders, comprising the required planting area specified under item (1) below.

1. At least five (5) percent of the interior area of parking lots with more than thirty (30) spaces shall be devoted to landscape planting areas. Areas may consist of islands or corner planting beds.
2. Shade trees shall be provided within the interior of parking lots (in islands or corner planting beds) in accordance with the following table:

Table 6-2. Minimum Required Tree Planting for Parking Lots

Number of Parking Spaces	Minimum Required Tree Planting
0 – 30	None required
31 - 100	1 tree per 10 spaces or fraction thereof
101+	1 tree per 15 spaces or fraction thereof

E. *Perimeter Parking Lot Landscaping.* Parking areas shall be screened from public streets and sidewalks, public open space, and adjacent residential properties. The perimeter of parking areas shall be screened as follows:

1. A landscaped frontage strip at least five (5) feet wide shall be provided between parking areas and public streets, sidewalks, or paths. If a parking area contains over one hundred (100) spaces, the frontage strip shall be increased to eight (8) feet in width.
 - a. Within the frontage strip, screening shall consist of either a masonry wall, fence, berm, or hedge or combination that forms a screen a minimum of three and one-half (3.5) and a maximum of four (4) feet in height, and not less than fifty percent (50%) opaque on a year-round basis.
 - b. Trees shall be planted at a minimum of one deciduous tree per fifty (50) linear feet within the frontage strip.
2. Alongside and rear property lines abutting residential properties or districts, screening shall be provided, consisting of either a masonry wall, fence or berm in combination with landscape material that forms a screen a minimum of four (4) feet in height, a maximum of six (6) feet in height, and not less than ninety percent (90%) opaque on a year-round basis. Landscape material shall include trees, planted at a minimum of one deciduous or coniferous tree per forty (40) linear feet along the property line.

F. *Screening.* Screening shall be used to provide visual and noise separation of intensive uses from less intensive uses. Where screening is required in the City Code between uses or districts, it shall consist of either a masonry wall or fence in combination with landscape material that forms a screen at least six (6) feet in height, and not less than ninety percent (90%) opaque on a year-round basis. Landscape material shall include trees, planted at a minimum of one deciduous or coniferous tree per forty (40) linear feet

along the property line. Additional landscape material such as shade trees or trellises may be required to partially screen views from above.

G. *Maintenance and Installation of Materials.* Installation and maintenance of all landscape materials shall comply with the following standards:

1. All landscape materials shall be installed to current industry standards.
2. Irrigation or other water supply adequate to support the specified plant materials shall be provided.
3. All required landscaping and screening features shall be kept free of refuse and debris.
4. All landscape materials shall be guaranteed for two (2) years. Any landscape material that dies or becomes diseased before the end of the second (2nd) year after installation shall be replaced by the developer.
5. Continuing maintenance and replacement of landscape materials shall be the responsibility of the property owner beyond two years of initial installation.

H. *Financial Security.* The City will require that a financial security, in a form acceptable to the City, be provided as part of a development agreement or applicable permit to ensure compliance and performance of the Landscape Plan. The financial security will be released to the applicant upon verification by the City that the Landscape Plan was followed, and that all landscape materials are planted and in a reasonable state of health. The financial security may be used to replace any landscape materials that have become damaged or diseased after planting. Adequate security must be retained to ensure performance for at least two years after the installations have been completed.

(Ord. 08-087, passed 8-20-2013)

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-___ 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 08-220 was published on the ____ day of _____, 2018.

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

RESOLUTION NO. 2018-092

RESOLUTION AUTHORIZING PUBLICATION OF ORDINANCE 08-220

WHEREAS, the City Council of the City of Lake Elmo has adopted Ordinance No. 08-220, an ordinance amending the City's Environmental Performance chapter; and

WHEREAS, the ordinance is lengthy; and

WHEREAS, Minnesota Statutes, section 412.191, subd. 4, allows publication by title and summary in the case of lengthy ordinances or those containing charts or maps; and

WHEREAS, the City Council believes that the following summary would clearly inform the public of the intent and effect of the ordinance.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Lake Elmo, that the City Clerk shall cause the following summary of Ordinance No. 08-220 to be published in the official newspaper in lieu of the entire ordinance:

Public Notice

The City Council of the City of Lake Elmo has adopted Ordinance No. 08-220, which amends language within the City's Environmental Performance chapter as it relates to tree preservation and landscape requirements. The amended language was intended to clarify the expectations of the code. The following is a summary of the amendments.

- Box elder and Cottonwood trees will no longer be considered as a common tree.
- The definition for Nuisance Trees now included noxious/invasive trees such as Buck Thorn, Box elder and Cottonwood trees.
- Planting of replacement trees will only be allowed on the parcel associated with the development, unless an exception was determined through variance approval.
- A penalty has been established when a significant tree is removed which was not noted on the landscape plan. The penalty shall be a direct one to one replacement.
- If plantings cannot be met on site, the variance process may allow payment of park dedication funds, plantings on City property, or woodland management practices. The lot size requirement for a variance request has also been removed.
- A definition for ornamental trees has been added and may now count towards landscape planting calculations.

The full text of Ordinance No. 08-220 is available for inspection at Lake Elmo city hall during regular business hours.

BE IT FURTHER RESOLVED by the City Council of the City of Lake Elmo that the City Administrator keep a copy of the ordinance at City Hall for public inspection and that a full copy of the ordinance be placed in a public location within the City.

Dated: September 18, 2018

Mayor Mike Pearson

ATTEST:

Julie Johnson, City Clerk

(SEAL)

The motion for the adoption of the foregoing resolution was duly seconded by member

_____ and upon vote being taken thereon, the following voted in favor thereof:

and the following voted against same:

Whereupon said resolution was declared duly passed and adopted.



STAFF REPORT

DATE: 9/18/2018

REGULAR

ITEM #: 18

MOTION

TO: City Council

FROM: Emily Becker, Planning Director

AGENDA ITEM: Boulder Ponds 4th Addition Final Plat and Planned Unit Development (PUD) Plans

REVIEWED BY: Jack Griffin, City Engineer

BACKGROUND:

The City has received an application from Trident Development, LLC for Final Plat and PUD Plans for Outlots B and C of Boulder Ponds 1st Addition.

ISSUE BEFORE COUNCIL:

The Council is being asked to consider the request for approval of Final Plat and PUD Plans for a 3.68 acre development of Outlot B (1.44 acres) and Outlot C (2.24 acres) of Boulder Ponds. The development will consist of a 95 unit senior care facility to include 28 memory care units and 67 assisted living units along with resident services.

PROPOSAL DETAILS/ANALYSIS:

Applicants: Trident Development, LLC, 3601 18th Street South, St. Cloud, MN 56301

Property Owners: OP4 Boulder Ponds, LLC, 11445 Viking Drive, Ste 350, Eden Prairie, MN 55344

Location: Outlots B and C, Boulder Ponds, PID#s 34.029.21.33.0023 and 34.029.21.33.0024

Request: Final Plat and PUD Plans for Boulder Ponds 4th Addition to congregate housing with accessory services

Existing Land Use: Vacant property

Existing Zoning: HDR – High Density Residential

Surrounding Land Use / Zoning: South – I-94 and Woodbury; West – Boulder Ponds outlot and Park Dental (BP – Business Park); East – Vacant land, Outlot F Boulder Ponds (C - Commercial); North – Single Family Residential Housing (LDR – Low Density Residential)

Comprehensive Plan Guidance: Commercial/Medium Density Residential

History Boulder Ponds PUD General Concept Plan approval: 12/17/2013 by Resolution 2013-109; Boulder Ponds PUD Preliminary Plat and PUD Plans approval: 9/16/2014 by Resolution 2014-073; Boulder Ponds 1st Addition Final Plat approval (platting the outlots): 4/21/2015 by Resolution 2014-023; Boulder Ponds Zoning Map and PUD Amendment: 12/6/2016 by Ord. 08-149

Deadline(s) for Action: Application Complete – 7/27/2018

60 Day Deadline – 9/25/2018

Extension Letter Mailed – No

120 Day Deadline – N/A

Applicable Regulations: Chapter 153 – Subdivision Regulations
§154.210 – Off-Street Parking
Article XII: Urban Residential Districts
§154.258: Landscape Requirements

Reason for a PUD. The outlots on which the development is proposed are part of the Boulder Ponds PUD. It was indicated in the PUD Concept Plan for Boulder Ponds that the PUD would contain 93 single family homes and a senior housing multi-family residential building.

Identified Objectives. When reviewing requests for approval of a planned unit development, the City shall consider whether one or more of the objectives outlined within the PUD ordinance will be served or achieved. Staff believes that the following objectives are being met with the proposed development:

- Promotion of integrated land uses, allowing for a mixture of residential, commercial, and public facilities.
- Provision of more adequate, usable, and suitably located open space, recreational amenities and other public facilities than would otherwise be provided under conventional land development techniques.
- Accommodation of housing of all types with convenient access to employment opportunities and/or commercial facilities; and especially to create additional opportunities for senior and affordable housing.

Minimum Requirements. It has already been determined with the Boulder Ponds Preliminary Plat the minimum requirements of a PUD have been met.

Amenities. It is of the opinion of Staff that the provision of senior housing is an amenity in and of itself. It was communicated during the Concept Plan that this area would be senior housing, and the Comp Plan supports senior housing initiatives within the sewered areas of the City. Additionally, the PUD ordinance indicates that underground or structured parking that is integrated into the primary structure warrants amenity points for increased density (5-10 points).

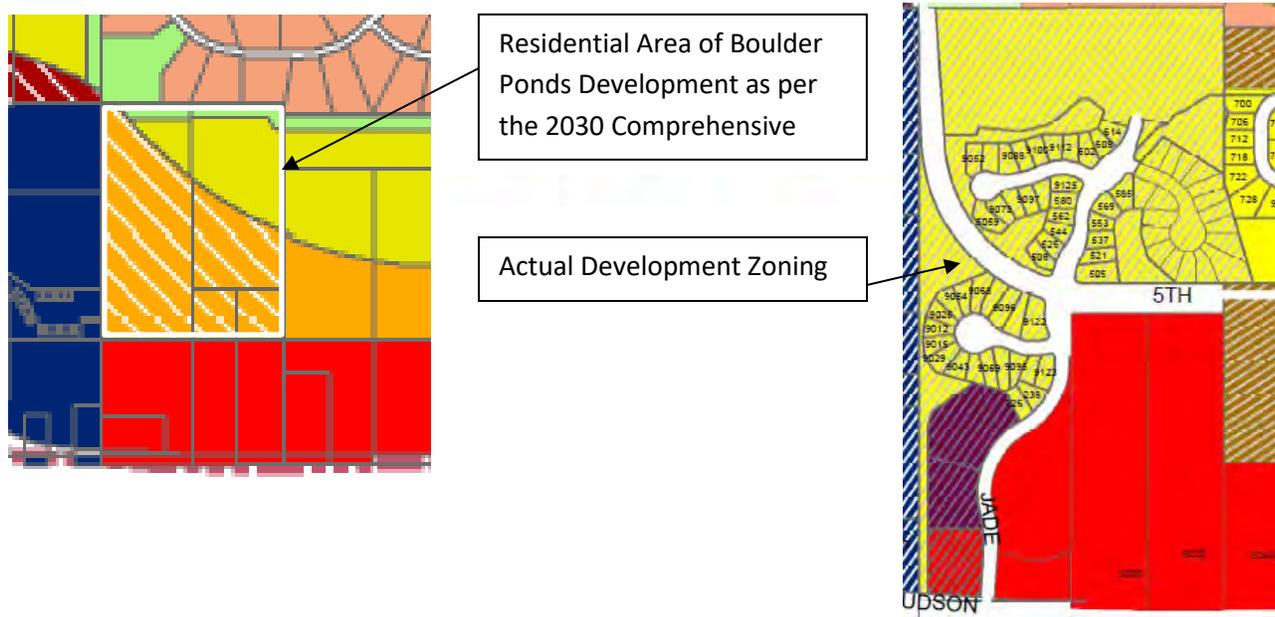
PUD Allowed Development. Per the City's PUD Ordinance, uses within a PUD may include only those uses generally considered associated with the general land use category shown for the area on the official Comprehensive Land Use Plan. Specific allowed uses and performance standards for each PUD shall be delineated in an ordinance and development plan. The PUD development plan shall identify all the proposed land uses and those uses shall become permitted uses with the acceptance of the development plan. Any change in the list of uses approved in the development plan will be considered an amendment to the PUD, and will follow the procedures specified in Article 5, Section 154.105 for zoning amendments.

Proposed Uses. The applicant has proposed the following uses for the property. While some of these uses are conditional within the High Density Zoning District, because the PUD ordinance, as mentioned above, outlines that uses delineated within a PUD application may become permitted, these uses would not require a conditional use permit.

- *Congregate Housing.* The Zoning Code defines congregate housing as a dwelling providing shelter and services for the elderly, which may include meals, housekeeping, and personal care assistance and minor medical services, but not intermediate, long term, or extended nursing care for residents. Senior assisted living dwellings and senior memory care dwellings are being proposed.
 - Congregate housing is a conditional use within the high density zoning district, and so Staff would support this use becoming permitted within this development.
- *Food Services.* These will be provided by onsite staff and third-party vendors. The project will include a commercial kitchen, which will be inspected and licensed through the State Department of Health and Washington County. Food services will include food preparation, cooking, and serving.
 - This is an accessory use to congregate housing and will provide food to residents and guests solely, not open to the public.
- *Beauty Salon.* This will be provided by a third party beautician and will be inspected and licensed through the State Department of Health.
 - This is also an accessory use to congregate housing and will not be available to the public.

Density. The PUD Concept Plan had originally proposed a 64-unit senior housing facility. However, it was explained in the Staff Report to the Planning Commission dated 12/9/2013 that the applicants had

submitted a density analysis worksheet to present the gross densities associated with the low density and medium density areas. Due to the fact that 5th Street (which serves as the boundary between the low density and medium density areas) had been moved to the south, the Boulder Ponds development included more low density residential than was planned for in the 2030 Comprehensive Plan as shown below.



The 2030 Comprehensive Plan showed a total of 36.76 acres of medium density residential area and 7.26 acres of low density residential area within the medium within the development. Therefore, using the lower ends of the allowed density within these land uses, the entire development was to have a total of 183 units (18 units within the low density residential area and 165 units within the medium density residential). The approved development has approximately 46 acres of low density residential area, and contain 93 units. Therefore, at least 90 more units should be within the development, and with the PUD, it is reasonable for this amount to be increased to 95 units.

Zoning Map and PUD Amendment. A zoning map/PUD amendment was requested to rezone Outlots B and C to High Density Residential and was approved in December of 2016 by Ord. 08-149. While the Concept Plan and Preliminary Plat had proposed 64 units within the development, this was only within Outlot C. Outlot B was to have been commercial and was rezoned to High Density Residential with the approved Zoning Map Amendment. Through the addition of the 1.44 acre Outlot B to the high density residential area, an additional 26 units would be allowed, and as per the Staff Report presented to Planning Commission and Council, five additional would be allowed with additional PUD density. It should be noted that memory care units will need to count towards the density within the development, as per the Met Council’s plat monitoring program guidelines, memory care units that are a part of a senior campus that include assisted living units and/or are apartment like and have their own kitchen need to count towards density.

Site Plan and Narrative. The application narrative indicates that Trident Development LLC, a St. Cloud-based real estate development organization, will be the project manager, and that Tealwood Senior Living, a Twin Cities-based senior living care operator and provider, will be the long term operator. According to the narrative, the two companies have a long history of successfully developing, owning and operating senior living projects, and their ownership partnership results in additional care given to design and quality of the building, how it will last the test of time, how the project fits within the community, and how well it will operate for its residents.

There will be 28 memory care units and 67 assisted living units. The building will include a bistro, community dining room, scheduled wellness programming and activities, chapel, beauty salon, spa with hydrotherapy tub, transport van for scheduled trips and transportation needs, wireless internet access, community room for resident parties and family gatherings, private dining room for special occasions, resident monitoring system and controlled access entry system, wellness center with gym-quality equipment, light housekeeping services, generously landscaped lawn with significant plantings, spacious outdoor patio, ample walking paths, gazebo, and video surveillance and elevators. The apartment units will provide one and two bedroom style units; complete kitchen with upgraded appliances; in-unit dishwasher; and private balconies and window blinds. The memory care units will have a limited kitchen and appliances and full bathroom.

Minimum Lot Size Requirements. The parcel is consistent with the outlots created as part of the Boulder Ponds 1st Addition Final Plat and meets the minimum lot size and width requirements of the Commercial zoning district. Outlots B and C will be combined to total 3.68 acres.

Parkland Dedication. The City requires 10% of the purchase price of the property for parkland dedication for property within the HDR zoning district. The developer has indicated that the purchase agreement price for the property is \$1,235,000, and so the required park dedication for the development is \$123,500.

Setback and Impervious Surface Requirements. The following table outlines how the proposed use adheres to the setback and impervious surface requirements of the High Density Residential zoning district. The proposed site plan meets all of the requirements.

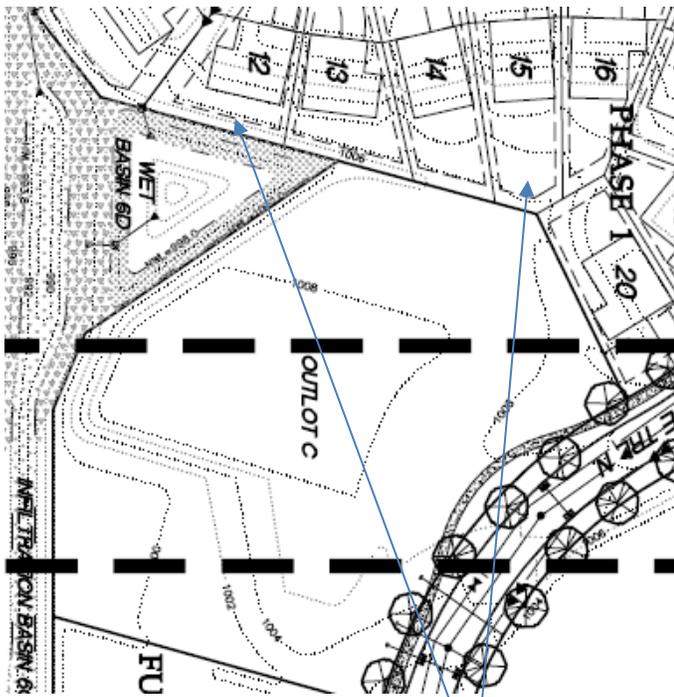
Commercial District – Zoning Standards		
Standard	Required	Proposed
Maximum Height	50 feet	38 feet
Maximum Impervious Coverage	75%	52%
Front Yard Setback – Building	20 feet	20.3 feet
Interior Side Yard Setback – Building	10 feet	50.8 feet
Corner Side Yard Setback – Building	15 feet	N/A
Rear Yard Setback - Building	20 feet	20.4 feet

General Site Design Considerations, Commercial Districts. The following outlines how the proposed development adheres to the City’s General Site Design considerations for the Commercial zoning district.

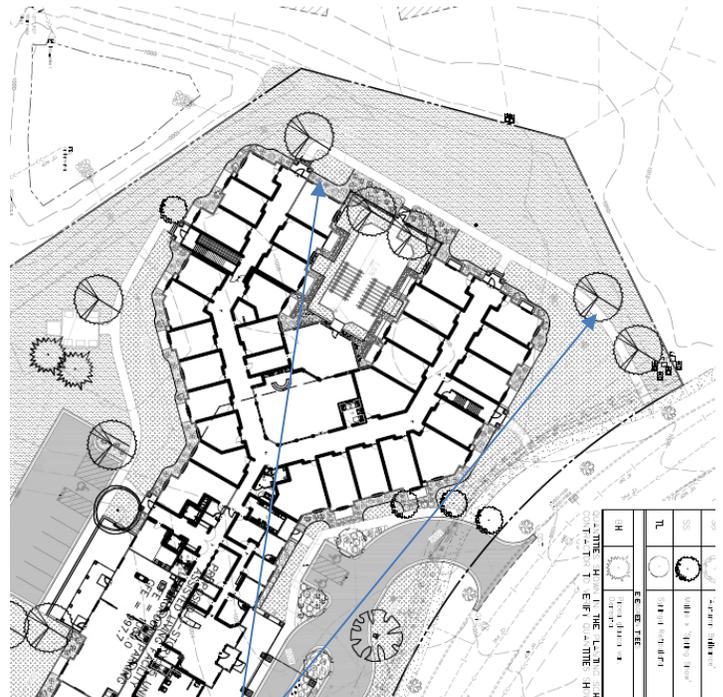
- *Circulation.*
 - *Internal connections when feasible.* There are no feasible internal connections to the site. The site will be accessed off of Jade Trail North. There are two access points to the site to allow delivery trucks to safely and efficiently enter the site from one access point and leave from the other access point without turning around.
 - *Curb cuts minimized.* There are two proposed curb cuts in order to provide better circulation.
- *Fencing and Screening.* It is a recommended condition of approval as mentioned below that there be more screening provided along the northern edges of the development from the single family residential housing.
- *Lighting Design.* The applicant has submitted a photometric plan which shows that the proposed lighting does not exceed more than 4/10 footcandle at any property line, adherent with Code.
- *Exterior Storage.* There is no exterior storage proposed. Trash collection will occur in designated trash rooms located within the underground parking garage, and no trash/refuge area is proposed outside of the building.

Standards for Congregate Housing. The following outlines the standards that pertain to congregate housing within any zoning district as indicated in the Zoning Code.

- To the extent practical, all new construction or additions to existing buildings shall be compatible with the scale and character of existing building and surrounding neighborhood.
 - Architectural renderings have been provided, and the facility is designed to be compatible with the scale and character of the single family homes within Boulder Ponds.
- The site shall contain a minimum of fifty (50) square feet of green space per resident, consisting of outdoor seating areas, gardens and/or recreational facilities. In cases of unique circumstances, the City may consider public parks or plazas within three hundred (300) feet of the site to meet this requirement. It is the responsibility of the applicant to demonstrate why the green space cannot be located on-site.
 - With 95 residents, 4750 square feet would be required. There is an approximately 286 square foot relaxation garden proposed within the development. The pervious area within the development makes up for 48% of the parcels, totaling 76,554 square feet. This requirement is met.
- An appropriate transition area between the use and adjacent property may be required, to include landscaping, screening and other site improvements consistent with the character of the neighborhood.
 - There is single family detached housing to the north, and as shown below in the Boulder Ponds single family detached housing landscape plan, screening has not been provided in the rear yards of these lots. The attached landscape plan shows that five Northwoods Maples are proposed along the northern edge of the property. Staff believes that there should be additional screening provided along the north edge of the property that includes at least one deciduous or coniferous tree per forty feet along the three northern property lines.



Boulder Ponds Single Family Residential Landscape Plan. No screening provided in single family residential lots.



Boulder Ponds Senior Housing Landscape Plan. Only five trees proposed along northern property lines. Recommended condition that there be at least one deciduous or coniferous tree every 40 feet.

Parking Lot Requirements

- *Number of Parking Spaces.* One space per employee on the largest shift plus one visitor space for every four residents based on capacity is required for congregate housing. There are 67 assisted living units with a mix of one and two bedrooms, so assuming that these are half and half, one would anticipate approximately 100 assisted living residents, so only 25 spaces would be needed for the residents. Memory care units are not counted, as these patients cannot drive. The total number of spaces provided is 107, with 72 underground stalls and 35 surface stalls. It is not anticipated that the number of employees on the largest shift would exceed 82, and so the parking provided is sufficient.
- *Minimum Parking Space and Aisle Dimensions.* Parking spaces are nine feet wide as required by Code, and the aisle widths are 22 feet wide, sufficient for two way access.
- *Marking of Parking Spaces.* Parking areas containing five or more spaces are required to be marked with painted lines at least four inches wide. This is shown on the plans.

- *Curbing.* Open off-street parking areas designed to have head-in parking along the property line shall provide a bumper curb or barrier of normal height. This is shown on the plans.
- *Accessible Parking.* The proposed number of parking spaces is 107. The 35 surface stalls contain three handicap-accessible spaces with van access, which meets the Americans with Disabilities Act (ADA) requirements. The underground parking will need to contain at least an additional five handicap-accessible spaces.
- *Parking Area in Front of Building.* Standards for multi-family housing within the HDR district require that no parking is located in the front yard or between the front façade and the street. Congregate housing does not have these standards, however. Additionally, the applicant has indicated in the narrative that assisted living facilities require a prominent, safe, covered, visible and highly-accessible pick-up/drop-off point; and that assisted living units drive the need for guest parking, which often times is used by handicapped visitors.

Parking Lot Screening Standards

- *Interior Parking Lot Landscaping.* At least 5% of the parking lot is devoted to islands or corner planting beds as is required per the City's interior parking lot landscaping standards. Additionally, the number of trees required to be provided within these interior islands and corner beds is met, as two trees are within landscaping islands and four are within the corner bed.
- *Perimeter Parking Lot Landscaping.*
 - *Frontage Strip.* A well-over five-foot wide frontage strip is provided between the parking area and street. Screening has not been provided along Jade Trail, and it is a recommended condition of approval that this be provided. A masonry wall, fence, berm or hedge or combination that forms a scree a minimum of three and a half and a maximum of four feet in height and not less than 50% opaque on a year-round basis should be provided. The requirement that at least one deciduous tree be planted every 50 linear feet has been met along Jade Trail with the existing trees that were planted with the development of Boulder Ponds.
- *Screening.* As previously mentioned, screening is required to provide visual and noise separation of intensive uses from less intensive uses. The property to the north is guided for and currently is used for Low Density residential. Landscaping is provided along the edges of the buildings, but a masonry wall or fence in combination with a landscape material that forms a screen at least six feet in height along with at least one deciduous or coniferous tree per 40 linear feet along the property line should be provided.

Landscape Plans. The applicant has submitted landscape plans which have been reviewed by the City's landscape architect. This review is attached to this memo and indicates that the proposed landscape plan does not provide at least 25% coniferous trees as required by ordinance, does not provide screening on the north end of the site, has utility conflicts, and sufficient green space as required by ordinance.

Proposed Monument. The proposed monument (including the support structure) is 6'9" tall and ten feet wide. The allowed height of a sign within the HDR district is six feet and the maximum area is 32 square feet. Support structures are not included in this calculation.

Lake Elmo Design Guidelines and Standards. The property is located within the I-94 district, and therefore must adhere to the Lake Elmo Design Guidelines and Standards.

- *Site Design.* Building is oriented towards Jade Trail North, on which a pedestrian trail is provided. The building is located as close to the public street as possible, and recreational and common spaces are located at the interior or rear of the site.
- *Streetscape.* Sidewalks to the buildings are provided parallel to the public street from the parking lot. There are street trees that were planted with the Boulder Ponds single family residential development.
- *Landscaping.* Shade and ornamental trees and other plant material are proposed within the front setback area, and it is a condition of approval that the parking lot be buffered from Jade Trail North.
- *Parking.* The surface parking area is not located in the rear or side yard as suggested, and surface parking parallel to the street exceeds 50% of the primary street frontage, as is discouraged in these guidelines and standards. It is previously explained in this report why it is located in the front of the building. As such, it is a recommended condition of approval that the parking area be screened.
- *Delivery, Service, Storage and Utility Areas.* There are no outside trash enclosures proposed.
- *Building Design.* There are no blank facades without windows or doors, and continuous expanses of wall through façade articulation, recession and projection is utilized. There are no garage doors proposed.
- *Building Materials/Scale and Mass.* The building is wood-framed construction with a distressed concrete plank deck over the underground garage. Exterior materials utilize a complimentary blend of cultured stone and varying bands of LP Smart lap siding separated by frieze board. An emphasis is placed on the main building entry point by introducing additional amount of cultured stone and a prominent gable with decorative treatments, and a covered entry with ample porch space. The architectural design implements a series of dormers, together with variation of vertical plan (bump-outs) providing visual interest. The building also proposes single-hung vinyl windows with decorative mullions in all windows and doors; all-aluminum powder-coated suspended balconies and railings (assisted living units); architectural-grade asphalt shingles; and pre-finished aluminum fascia and soffits.

Fire Chief/Building Official Review. An automatic fire suppression system is provided throughout the building, which is monitored 24 hours a day. Two additional fire hydrants will be required for the site, one on the southwest corner of the parking lot and one to the north of the rear parking lot.

City Engineer Review. The City Engineer has provided a memo addressing the Final Plat and PUD Plans in the attached memo dated August 16, 2018. Comments of particular note are summarized below.

- The proposed project produces less runoff volume from the site than was originally planned for the storm water management plan for the Boulder Ponds development project and therefore no additional storm water BMPs will be required.

- Access spacing of the two proposed accesses are acceptable.
- Emergency vehicles will likely need to access the secondary driveway, as the front entrance includes a 14-foot wide drop off zone together with a secondary driveway.
- There is no turnaround provision for the rear parking lot.
- All 22-foot driveway entrances should be signed “No Parking.”
- One fire hydrant is proposed on site, and there is an existing fire hydrant located along Jade Trail North right-of-way for Outlot C. If additional fire hydrants are required on site, the fire hydrants and connecting water main will be City-owned and maintained.
- A private roof drainage/storm sewer system internal to the site is proposed to capture and direct runoff volumes to each of three City-owned storm water facilities in proportion to the Boulder Ponds stormwater management system. A Stormwater Maintenance and Easement Agreement in the City’s standard form is required for the private owned storm sewer system.
- Construction parking, including deliveries and equipment loading/unloading, is to be maintained interior to the construction site unless specifically permitted by the City for specified limited dates.

Preliminary Plat Conditions. Because conditions of approval for the preliminary plat for Boulder Ponds were related to the single family residential development, Staff will not be providing an analysis if preliminary plat conditions have been met.

Planning Commission Review. The Planning Commission held a public hearing and review the proposed Final Plat and PUD Plans at its August 27, 2018 meeting and had the following comments:

- The proposed senior housing would be compatible with the day care facility to the south.
- There should be sufficient screening to the south and north of the property.

The Planning Commission recommended approval 7-0.

Recommended Findings.

- 1) That the Boulder Ponds 4th Addition Final Plat and Final PUD Plan is generally consistent with the Preliminary Plat and Plans as approved by the City of Lake Elmo on September 16, 2014.
- 2) That the Boulder Ponds 4th Addition Final Plat and Final PUD Plan is consistent with the Lake Elmo Comprehensive Plan and the Future Land Use Map for this area.
- 3) That the Boulder Ponds 4th Addition Final Plat generally complies with the City’s High Density Residential zoning district.
- 4) That the Boulder Ponds 4th Addition Final Plat complies with all other applicable zoning requirements, including the City’s landscaping, storm water, sediment and erosion control and other ordinances, except as noted in this report or attachment thereof.
- 5) That the Boulder Ponds 4th Addition Final Plat complies with the City’s subdivision ordinance.
- 6) That the Boulder Ponds 4th Addition Final Plat and Final PUD Plan complies with the City’s Planned Unit Development Ordinance.

- 7) That the Boulder Ponds 4th Addition Final Plat is consistent with the City's engineering standards with the exceptions noted by the City Engineer in his review comments to the City dated August 16, 2018.

Recommended Conditions of Approval. Staff recommends the following conditions be attached to approval of the Boulder Ponds 4th Addition Final Plat and PUD Plans:

- 1) Final grading, drainage, and erosion control plans, utility plans, sanitary and storm water management plans, and street and utility construction plans shall be reviewed and approved by the City Engineer prior to the recording of the Final Plat. All changes and modifications to the plat and plans requested by the City Engineer in memos dated August 16, 2018 shall be incorporated into these documents before prior to signing the Plat for recording.
- 2) A Stormwater Easement and Maintenance Agreement in the City's standard form is required for the privately owned storm sewer system.
- 3) Prior to the release of the Final Plat for recording, the Developer shall enter into a Developer's Agreement acceptable to the City Attorney and approved by the City Council that delineates who is responsible for the design, construction, and payment of the required improvements with financial guarantees therefore.
- 4) All easements as requested by the City Engineer and Public Works Department shall be documented on the Final Plat prior to recording. Easements may need to be revised pending review by the City of a detailed right-of-way boulevard plan and updated grading plans showing the storm water high water levels.
- 5) The applicant must obtain all other necessary City, State, and other governing body permits prior to the commencement of any construction activity on the parcel including but not limited to building permits, conditional use permits, South Washington Watershed District permit, etc.
- 6) The site plan is subject to a storm water management plan meeting State, South Washington Watershed District and City rules and regulations. All applicable permits must be obtained.
- 7) The applicant must obtain all other necessary City, State, and other governing body permits prior to the commencement of any construction activity on the parcel including but not limited to an approved stormwater management plan, utility plans, grading plan, street construction plans (if required), parking lot permit, building permits, etc.
- 8) Landscape plans must be approved by the City's Landscape Architect prior to recording of the final plat. The landscape plans must meet all city screening requirements including screening on the northern portion of the property to include a masonry wall or fence in combination with landscape material that forms a screen at least six feet in height and not less than 90% opaque and a minimum of one deciduous or coniferous tree at least every 40 feet, as well as perimeter parking lot screening along Jade Trail North in the form either a masonry wall, fence, berm, or hedge or combination that forms a screen three and one-half to four feet in height and not less than 50% opaque on a year-round basis.

- 9) A sign permit shall be obtained prior to erection of any sign on the property.
- 10) The proposed building shall meet the Lake Elmo Design Guidelines and Standards.
- 11) That the proper State of Minnesota licensing be maintained for the memory care and assisted living facilities.
- 12) That all Fire Chief and Building Official comments be addressed. Two additional fire hydrants will be required on the site, one on the southwest corner of the parking lot, and one to the north of the rear parking lot. The rear parking lot must provide sufficient turnaround that meets the requirements for apparatus turnaround. All fire hydrants and related water mains shall be owned and maintained by the City.

FISCAL IMPACT:

If approved and recommended conditions of approval are adopted, the applicant will be required to pay sewer and water availability charges, building permit fees, and property taxes.

OPTIONS:

The Council may:

- Approve the Final Plat and PUD Plans and Conditional Use Permit with recommended findings and conditions of approval.
- Approve the Final Plat and PUD Plans and Conditional Use Permit with amended findings and conditions of approval.
- Approve either the Final Plat and PUD Plans or Conditional Use Permit, citing recommended findings for denial and approve either the Final Plat and PUD Plans or Conditional Use Permit with recommended or amended findings and conditions of approval.
- Deny both the Final Plat and PUD Plans, citing findings for denial.

RECOMMENDATION:

Staff and the Planning Commission recommend approval of the Boulder Ponds 4th Addition Final Plat and PUD Plans with recommended findings and conditions of approval:

“Move to adopt Resolution 2018- approving the Boulder Ponds 4th Addition Final Plat and PUD Plans with recommended findings and conditions of approval as drafted by Staff.”

ATTACHMENTS:

- Applications and Narrative
- Boulder Ponds 4th Addition Final Plat
- Plans
- Elevation and Floor Plans

- City Engineer Review Memo dated August 16, 2018
- Landscape Architect Memo
- Resolution 2018- approving the Final Plat and PUD Plans

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



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

LAND USE APPLICATION

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

Applicant: TRIDENT DEVELOPMENT, LLC
Address: 3501 18th STREET SOUTH, ST. CLOUD, MN 56301
Phone #: 612-242-6097
Email Address: ROGER.F@TRIDENTDEVELOPMENT.MN.COM

Fee Owner: OP4 BOULDER PONDS, LLC
Address: 11445 VIKING DRIVE, SUITE #350, EDEN PRAIRIE, MN 55344
Phone #: _____
Email Address: BEN.SCHMIDT@EXCELSIOR.LLC.COM

Property Location (Address): NA
(Complete (long) Legal Description: OUTLOTS B & C, BOULDER PONDS

PID#: 34.029.21.33.0024 & 34.029.21.33.0023

Detailed Reason for Request: SEE ATTACHED NARRATIVE

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

NA

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

Signature of applicant: [Signature] Date: 7/27/18

Signature of fee owner: [Signature] Date: 7/30/18

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



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

FINAL PLAT APPLICATION

Applicant: TRIDENT DEVELOPMENT LLC
Address: 3621 18th STREET SOUTH, ST CLOUD, MN 56301
Phone #: 612-242-6097
Email Address: roger@tridentdevelopmentmn.com

Fee Owner: OPH BOULDER PONDS, LLC
Address: 11455 VIKING DRIVE, SUITE 350, EDEN PRAIRIE, MN 55344
Phone #: _____
Email Address: ben.schmidt@excelsiorllc.com

Property Location (Address): NA
Complete (long) Legal Description: OUTLOTS B + C, BOULDER PONDS

PID#: 34.029.21.33.0024 + 34.029.21.33.0023

General information of proposed subdivision: SEE ATTACHED NARRATIVE

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

Signature of applicant: [Signature] Date: 7/27/18

Fee Owner Signature: [Signature] Date: 7/30/18



PARCEL SEARCH APPLICATION
PUBLIC WORKS DEPARTMENT
SURVEY DIVISION

11660 Myeron Road North Stillwater, Minnesota 55082
PHONE (651) 430-4300 EMAIL Publicworks@co.washington.mn.us

Payment Date: _____

Parcel Search File No: _____

Checks payable to WASHINGTON COUNTY

Payment Type: _____

REQUEST FOR SURROUNDING PROPERTY OWNERS AND ADDRESSES

List of owner names and addresses for parcels located within 350 feet of:

Parcel Identification Number(s): 34.029.21.33.0024 & 34.029.21.33.0023

Property Owner: 084 BOULDER PONDS, LLC Property Address – City, State and Zip: 11455 VIKING DRIVE, SUITE #350, EDEN PRAIRIE, MN 55344
Email: BEN.SCHMIDT@EXCELSIORLLC.COM Phone: _____

Applicant (if different than owner): _____ Mailing Address – City, State and Zip: TRIDENT DEVELOPMENT, LLC 3601 18th STREET SW, ST. CLOUD, MN 56301
Business (if applicable): ROBER FINK, ROBERF@TRIDENTDEVELOPMENT.MN.COM Phone: 612-242-6097

Mailing labels: Yes No Date needed: _____
of sets of labels: _____ Mail report _____
Pick up report _____

Parcel Search Fees

1st 25 parcels, including subject parcel (\$50.00) \$ 50.00
of additional parcels _____ x .50 _____
1 sheet of 30 labels (\$1.00/set) _____
of additional sheets of labels _____ x 1.00 _____
Postage, if parcel search is mailed (\$2.00) _____
Fee, if parcel search is faxed (\$2.00) _____
Amount due: \$ 50.00

email please!

Total # of parcels _____
Total # of labels _____
Completion date _____
Service Rep _____

THIS INFORMATION WAS COMPILED FROM WASHINGTON COUNTY SURVEYOR MAPS AND COUNTY ASSESSOR DATA FILES.
THE SURVEYOR'S OFFICE IS NOT RESPONSIBLE FOR ANY INACCURACIES IN THE INFORMATION RELIED UPON IN THIS PARCEL SEARCH.

An Equal Employment Opportunity/Affirmative Action Employer



City of Lake Elmo
Escrow Agreement for Municipal Review Services
Deposit Agreement

THIS AGREEMENT is made this 27 day of JULY 2018, by the Applicant and Owner (hereinafter individually and collectively referred to as "Applicant") in favor of the City of Lake Elmo, a municipal corporation of Minnesota (hereinafter referred to as "City").

A. "Applicant" whose name and address is:

TRIDENT DEVELOPMENT, LLC - ROBER EINK
3601 18th STREET SOUTH
ST. CLOUD, MN 56301

B. "Owner" whose name and address is:

OP4 BOULDER PONDS, LLC
11455 VIKING DRIVE, SUITE #350, EDEN PRAIRIE, MN 55344

RECITALS

WHEREAS, the Applicant has applied to the City for approval for one or more of the following:
(Circle One)

- 1. Concept / Sketch Plan
- 2. Preliminary Plat
- 3. Final Plat
- 4. Planned Unit Development
- 5. Open Space Development
- 6. Conditional Use Permit
- 7. Commercial Zoning / Use
- 8. EAW Review

WHEREAS, the Applicant acknowledges the receipt of benefit to the property, from the City's technical and compliance review of the application; and

WHEREAS, under authority granted to it, including Minnesota Statutes Chapters 412 and 462, the City will process the application on the condition that the Applicant enter into this Deposit Agreement, which agreement defines certain duties and responsibilities of the Applicant, as well as the City; and the Applicant shall provide cash to the City in the amount satisfactory to the City; and provide security to the City for the payment of all review costs incurred by the City.

NOW THEREFORE, the City and Applicant agree as follows:

1. **Requirement.** The Applicant is required to make the necessary deposits prior to the process of municipal planning, public works, legal & engineering review commences.
2. **Review Process.** Applicant acknowledges and agrees that the City shall commence to review and process the review request checked above at such a time that this Agreement is executed by all parties and the cash required for the specific review is deposited and posted by the City's Finance Department. The City may provide a review completion schedule to the Applicant at the time of deposit. The City reserves the right to modify the schedule based on the completeness of the application, the need for additional information for review, or revisions to the application that may occur during the scheduled review.
3. **Use of Deposited Funds.** The City may draw upon the deposits to pay the costs it incurs in connection with reviewing the application. The City shall determine all of its costs, including both administrative and consulting services, at the rates charged by the City or its consultants, determined according to the City's adopted fee schedule. A copy of the current administrative and consulting rates is attached as Exhibit "A", which rates are subject to change by the City, without notice to the Applicant. Exhibit "A" should not be construed as an exhaustive list of consultants and Applicants shall be responsible for all other consulting fees related to the application. The City shall provide Applicant with the applicable rates for consultants used in the review prior to commencement. This Agreement does not pertain to ancillary charges incurred by reviewing of other governmental bodies, including but not limited to, Soil & Water Conservation Districts, Washington County Government, Water Shed, or any other unit of government that may, by right, have review authority.
4. **Conditions of Deposit.** The following stipulations and conditions shall apply to the deposit account for review services contemplated under this Agreement.
 - a. Payment shall be made to City consultants, included but not limited to legal and planning, in the amounts billed to the City, according to consulting rates in effect at the time of the execution of the agreement. Such consulting deemed necessary for the proper review of the application shall be at a usual and customary rate as it relates to the subject matter of the application for payment as determined by the City.
 - b. The City shall reimburse itself from deposit accounts for all costs and expense incurred by the City in connection with the implementation and enforcement of this Agreement. Reimbursement shall occur on a monthly basis and the City's Finance Department shall notify Applicant of the reimbursement via account reconciliation report.
 - c. The City shall not be responsible for paying any interest on the money deposited under the Agreement.
 - d. If in the discretion of both the City's Finance Department and the Community Development Department, there is deemed to be an inadequate balance in the deposit account to pay for all fees and costs incurred by the City, the City will notify the Applicant for the need for an additional deposit. The total of the additional deposit shall be calculated by City staff based on the amount of work yet to be completed in the review of the application. Applicant

agrees to make the additional deposit within (10) days of a receipt of such notice. For purposes hereof, receipt of notice shall be deemed made upon the depositing of the notice in the U.S. Mail, postage paid. In the event, the Applicant fails to make the additional deposit with (10) days of receipt of the notice, the City will terminate its review process and not re-commence until the appropriate deposit is made and posted by the City's Finance Department.

- e. No applications will be processed or forwarded to the appropriate governing reviewing body by the City until all amounts due under this Agreement have been paid in full.
5. **Positive Balance in Escrow Accounts.** Upon the happening of any of the following events, the balance in the deposit account less outstanding fees shall be paid to the Applicant within (90) days of receipt by the City of a written request by the Applicant for payment: (1) completion of the development process; or (2) the application is withdrawn by the Applicant; (3) the applicant is denied by the City for any reason.
 6. **Deposit Amounts.** The initial deposit amount contemplated for each the purposes described under the Agreement, which may be revised by the City from time to time, are set forth for Exhibit "B" attached hereto.
 7. **Accounting.** If there has been activity in the account, the City will provide a monthly accounting of all expenses charged against the account or when requested by the Applicant. An accounting will also be provided when the City notices the need for an additional escrow deposit.
 8. **Terms of Breach.** In the event of any terms of this Agreement are breached by the Applicant, including, but not limited to failure to make additional deposits when required by the City, the City may cease processing any application submitted by the Applicant or order the Applicant to cease any further development or progress under the terms of this Agreement, or both. Applicant indemnifies and holds the City harmless from any liability, claim, action or suit by or any obligation to the Applicant arising from or in connection with the City exercising or enforcing the terms and conditions of this Agreement or action on the Application. The Applicant shall pay all costs and expenses, including reasonable attorney fees and suit costs, incurred by the City arising from or in connection with the City any terms and conditions of this Agreement.
 9. **Validity.** If any portion, section, subsection, sentence, clause, paragraph or phrase of this Agreement is for any reason held to be invalid, such invalidity shall not affect the validity of the remaining portion of this Agreement.
 10. **Binding Agreement.** The parties mutually recognize and agree that all terms and conditions of this Agreement shall run with the land herein described and shall be binding upon the heirs, successors, administrators and assigns of the parties referenced in this Agreement.
 11. **Amendments.** The terms of this Agreement shall not be amended without the written consent of the City and all parties hereto.

[Signature Page Follows]



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

ACKNOWLEDGEMENT OF RESPONSIBILITY

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

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

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

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

Signature of applicant  Date 7/27/18

Name of applicant ROBERT FINK, TRIDENT DEVELOPMENT Phone 612-242-6097
(Please Print)

Name and address of Contact (if other than applicant) 11



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

AFFIRMATION OF SUFFICIENT INTEREST

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

Name of applicant : TRIDENT DEVELOPMENT, LLC / OWNER: OP4 BOULDER PONDS, LLC
(Please Print)

Street address/legal description of subject property _____
OUTLOTS "B" & "C", BOULDER PONDS
PIDS # 34.029.21.33.0024 # 34.029.21.33.0023

[Signature]
Signature

7/30/18
Date

If you are not the fee owner, attach another copy of this form which has been completed by the fee owner or a copy of your authorization to pursue this action.
If a corporation is fee title holder, attach a copy of the resolution of the Board of Directors authorizing this action.
If a joint venture or partnership is the fee owner, attach a copy of agreement authorizing this action on behalf of the joint venture or partnership.



3601 18th Street South • Suite #103 • St. Cloud, MN 56301
Phone: 320.258.4438 • Fax: 320.252.3603

July 27, 2018

Ms. Emily Becker
Planning Director
Members of the Lake Elmo Planning Commission & City Council
3880 Laverne Avenue North
Lake Elmo, MN 55042

**Re: PLANNED UNIT DEVELOPMENT (PUD) & FINAL PLAT APPLICATIONS for a
SENIOR ASSISTED LIVING & MEMORY CARE APARTMENT DEVELOPMENT**

Dear Ms. Becker, Members of the Lake Elmo Planning Commission,
and the Lake Elmo City Council:

Trident Development LLC is pleased to submit this request for your consideration of a planned unit development (PUD) and final plat application for a senior living facility in the City of Lake Elmo. The following narrative is intended to generally describe the proposed project, as well as the experience of the development team.

OVERVIEW—

The proposed project is a 95-unit senior assisted living and memory care project located in the southwest corner of Lake Elmo near the intersection of Interstate 94/ County Road 13. The subject property is a 3.68-acre site located in the Boulder Ponds subdivision. This project is a 3-story, wood-framed, apartment to be built over an underground parking garage.

Trident Development LLC will be the project manager and the Tealwood Senior Living LLC will be the long-term operator. Trident and Tealwood have a long history of successfully developing, owning, and operating senior living projects. Because Tealwood and Trident are ownership partners, additional care is given to: the design/ quality of the building, how it will last the test of time, how the project fits within the community, and how well it will operate for it's residents.

This development will address a gap in the Lake Elmo senior living marketplace by providing 95 high-quality assisted living and memory care units to the community; along with ancillary services and amenities demanded by seniors.

FEATURES & AMENITIES—

BUILDING AMENITIES:

- Meal plan(s), bistro, and community dining room
- Scheduled wellness programming and activities
- Transport van for scheduled trips and transportation needs
- Wireless internet access
- Chapel
- Beauty Salon with manicure/ pedicure stations
- Spa with hydrotherapy tub
- Community room for resident parties and family gatherings
- Private dining room for special occasions
- Resident monitoring system and controlled access entry system
- Wellness center with gym-quality equipment
- Light housekeeping services
- Generously landscaped lawn with significant plantings, spacious outdoor patio, ample walking paths, and gazebo
- Secured, heated, underground parking
- Video surveillance and elevators

APARTMENT UNITS, assisted living:

- One and two bedroom style units
- Complete kitchen with upgraded appliances, full-size sink, and ample cabinet space
- In-unit washer and dryer
- Dining, living, and bedroom spaces with ample closet room
- Full bathroom with ADA compliant shower, including grab bars, with optional hand-held shower head and emergency pull cord
- 24-hour monitored emergency response system, wall mounted response alert systems
- Emergency response pendant optional
- Utilities included in rent: water, sewer, cable, heating, air conditioning, and refuse
- All units wired for cable and internet
- Private balconies and window blinds

APARTMENT UNITS, memory care:

- Studio and one-bedroom style units
- Limited kitchen and appliances, full-size sink, and cabinet space
- Combined dining, living, and bedroom spaces with closet (one-bedroom units separated)
- Full bathroom with ADA compliant shower, including grab bars, with optional hand-held shower head and emergency pull cord
- 24-hour monitored emergency response system, wall mounted response alert systems
- Emergency response pendant optional
- Utilities included in rent: water, sewer, cable, heating, air conditioning, and refuse
- All units wired for cable and internet
- Window blinds

UNIT MIX, 95 total:

- 28 Memory Care Units (predominately studio)
- 67 Assisted Living (mix of 1 and 2 bedroom)

DESCRIPTION OF IMPROVEMENTS –

The building is designed as a 3-story structure with a pitched roof and heated underground parking. As proposed, the average building height, as measured to the mean distance of the pitched roof, is 38' from finished grade (city code indicates a maximum of 50'). The building is designed with 9' ceilings on each floor and a 4:12 roof pitch. The building is wood-framed construction with a pre-stressed concrete plank deck over the underground parking garage.

Exterior materials utilize a complimentary blend of cultured stone and varying bands of LP Smart lap siding separated by frieze board. An emphasis is placed on the main building entry point by introducing additional amount of cultured stone and a prominent gable with decorative treatments, and a covered entry with ample porch space. The architectural design implements a series of dormers, together with variation of vertical plane (bump-outs) providing visual interest. The building also proposes: single-hung vinyl windows with decorative mullions in all windows and doors; all-aluminum powder-coated suspended balconies and railings (assisted living units); architectural-grade asphalt shingles; and pre-finished aluminum fascia and soffits.

TRASH--

Trash collection will occur in designated trash rooms located within the underground parking garage. These are served by trash chutes accessible to all floors of the building. No trash/refuse area is proposed outside of the building.

FIRE SAFETY—

An automatic fire suppression system is provided throughout the building, which is monitored 24 hours a day. Developer will work with Fire Department and Building Official to properly locate riser room, mechanical room, fire suppression controls/ systems, and a lock box. Project design includes a rear building access.

VEHICLE ACCESS—

This project will be directly served by Jade Trail, a city street, with two new access points. Jade Trail connects with Hudson Boulevard (250' to the south) and 5th Street (250' to the north). Hudson Boulevard provides quick access to County Road 13 and US Interstate 94 (3,300' to the west).

Internal to the site, care has been placed in the design of the parking lot to allow for the flow and circulation of both residents' vehicles and larger vehicles; such as fire apparatus and delivery trucks. The parking lot includes two separate ingress/ egress points; which allows delivery trucks to safely and efficiently enter the site from one access point and leave from the other access point without turning around. Internal drive lanes are 22' wide.

PARKING—

The current design includes ample parking; which meets or exceeds city code requirements. City code requires a minimum one stall per unit, or 95 stalls total. This project provides 107 total parking stalls with 72 stalls underground and 35 surface stalls. None of the 28 memory care patients can drive and will therefore not utilize parking.

City code for the HDR district does not allow for parking to be located between a building and a public road. Due to the unique nature of this use (assisted living facility), the developer is proposing a minor amount of parking located between the building and Jade Trail. Assisted living facilities require a prominent, safe, covered, visible, and highly-accessible pick-up/ drop-off point. Additionally, assisted living units drive the need for guest parking; which often-times is used by

handicapped visitors. Outside of guest parking, handicapped parking, and the pick-up/drop off area, all other parking stalls meet the intent of city code related to parking.

WALKABILITY & PEDESTRIAN ACCESS—

This project benefits from a pedestrian friendly site design and an ideal site location. The site layout provides for immediate pedestrian connections to existing adjacent public ROW (Jade Trail North) including a 5' sidewalk system that connects to Hudson Boulevard to the south and to a new residential neighborhood to the north. Additionally, service offerings for residents include a complimentary, safe, and easily accessible shuttle service.

DENSITY—

This proposal meets the city's maximum density standards. Density for this project is guided by a previous master plan/ PUD approval (Boulder Ponds). As approved by the City Council on 09/16/2016, the subject property (i.e. Outlots B & C) is allowed a maximum total density of 95 dwelling units, assuming the developer can meet the city's density bonus requirements*

- *Density Bonus Requirement for PUD: City Ordinances: §154.754. Amenities Provided:
1. Underground Parking: 72 of the 95 required stalls are underground parking, which are integrated completely into the primary structure.
 2. Contained Parking: 7 of the 35 surface parking stalls are located on the rear of the building, hidden from the public street.
 3. Pedestrian Improvements: project includes several walking paths, connection to a public trail, green spaces, a courtyard, a potting shed, a gazebo, a large porch, balconies (assisted living units), underground secured parking, exterior lighting, a well-equipped and accessible pick-up/drop-off canopy, concierge services, elevators, several ADA compliant building design features, and a transportation shuttle.
 4. Promoting Diverse Housing Types (§144.752, D): assisted living and memory care units are an important component of life-cycle housing. This is a quality project that will provide quality services and living spaces for Lake Elmo Residents, and will address a gap in the marketplace.

WATER/ SANITARY SEWER—

Water will be accessed from Jade Trail; which is currently an 8" line. A 6" private connection water line will be run into the subject property and connect to the building from the east side. Sanitary sewer will be accessed from Jade Trail; which is currently an 8" line. An 8" private connection sanitary sewer line will be run into the subject property and connect to the building from the east side. Please see site plan sheet C4 for details.

WETLANDS—

No wetlands are anticipated to be impacted by this project.

STORM WATER & GRADING—

The site grade generally flows from the north (1,008' ground elevation) to the south (996' ground elevation). The building's first floor elevation is 1009' and ground floor is 997.7'. Stormwater will generally flow away from the building to the east (to an existing nearby offsite storm pond) and to the west (to an existing nearby offsite storm pond). Please see site plan sheet C5/C6 and storm water plan for details.

LANDSCAPING—

The landscaping plan incorporates a variety of deciduous, coniferous and ornamental trees, together with quantities of shrubbery. The plan designates: 16 deciduous trees (2.5” caliper), 5 evergreen trees (6’ tall), and 11 ornamental trees (2” caliper). Care has been taken to avoid planting trees over utility lines. Significant shrub and flower plantings are organized in various accent planting beds across the subject property. All areas of the site which are landscaped and/or sodded will be irrigated with an underground automatic irrigation system. Please see plan sheet L1/2/3 for details.

USES—

Below is a brief breakdown of uses that are included within this project:

1. Senior Assisted Living dwellings.
2. Senior Memory Care dwellings.
3. Nursing care for residents by Registered Nurses, Licensed Practical Nurses, and Health Aids; State inspections and licensing required.
4. Food services provided by onsite staff and third-party vendors; project also includes a commercial kitchen which will be inspected and licensed through the State Department of Health and Washington County. Food services are provided only to facility residents, and guests of residents. Food services include food preparation, cooking, and serving.
5. Beauty Salon services provided by third party beautician; which will be inspected and licensed through the State Department of Health.

DEVELOPMENT TEAM –

Below is a summary of the development team’s qualifications.

TRIDENT DEVELOPMENT: is a St. Cloud-based real estate development organization established in 2006. Trident’s mission is to build relationships, meet investor objectives, and consistently meet and exceed expectations in the real estate market place by building a better community. Trident Development has extensive experience successfully developing quality senior living facilities across the State of Minnesota. For this project, Trident Development would act as the developer and project manager.

Link: tridentdevelopmentmn.com.

TEALWOOD SENIOR LIVING: is a Twin-Cities based senior living care operator and provider established in 1989. Tealwood has extensive experience operating all forms of senior living projects (independent, assisted, memory care, etc.). Tealwood’s mission is to enrich the lives of those they serve; they have a commitment to respecting everyone for who they are and who they become; and to recognize that every person is unique and has their own set of values, beliefs, and ideas. Tealwood’s objective for a project in East Bethel is to develop an assisted living residential community that caters to the needs of the elderly in the East Bethel market area; the interior design of the building will emphasize comfort and security within the apartment-style units in addition to providing several common space amenities that will be a positive influence on our residents’ quality of life. For this project, Tealwood Senior Living would be the long-term operator.

Link: www.twsl.com.

PROJECT TIMING--

The development team would like to receive a PUD and Final Plat approval by 09/04/2018. Depending on weather conditions, construction is projected to begin by late 2018 or early 2019.

ENCLOSED--

Enclosed with this letter, please find the following:

- PUD & Final Plat Applications
 - Plans include: final plat, existing conditions, site, grading, water/ sewer, stormwater, erosion, landscaping, photometric; and architectural rendering, basic preliminary/general floor plans, building materials, and sign details.
 - Application check for: \$2,500 (\$1,250 PUD, \$1,250 Final Plat)
 - Escrow agreement and check for: \$8,000
 - Address Look-Up Application/ \$50 check
- Three (3) 24" x 36" full-size sets of civil plans and plat for the City
- Ten (10) 11"x17" reduced size sets of all plans for the City
- One USB Drive with electronic copies of all submittal plans; and supplemental documents

We thank you in advance for considering this PUD and Final Plat application and look forward to your comments and recommendations as we finalize our plans. Please feel free to contact me at (320) 258-4438 or (612) 242-6097 if there are any questions.

Regards,

Trident Development, LLC

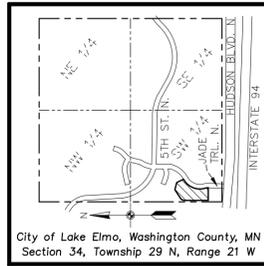


Roger D. Fink
Sr. Vice President
Enclosures

BOULDER PONDS FOURTH ADDITION

VICINITY MAP

(NO SCALE)



KNOW ALL BY THESE PRESENTS: That Lake Elmo ALF Partners, LLC, a Minnesota limited liability company, owner of the following described property situated in the County of Washington, State of Minnesota, to wit:

Outlot B and Outlot C, BOULDER PONDS, according to the recorded plat thereof, Washington County, Minnesota

Has caused the same to be surveyed and platted as BOULDER PONDS FOURTH 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 Lake Elmo ALF Partners, LLC, a Minnesota limited liability company, has caused these presents to be signed by Jeffery Drown, President/Chief Manager, this ____ day of _____, 20__.

Lake Elmo ALF Partners, LLC

By: _____
Jeffery Drown, President/Chief Manager

STATE OF _____
COUNTY OF _____

This instrument was acknowledged before me on this ____ day of _____, 20__, by Jeffery Drown, President/Chief Manager of Lake Elmo ALF Partners, 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.

(Signed)

(Printed)
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

COUNTY AUDITOR/TREASURER

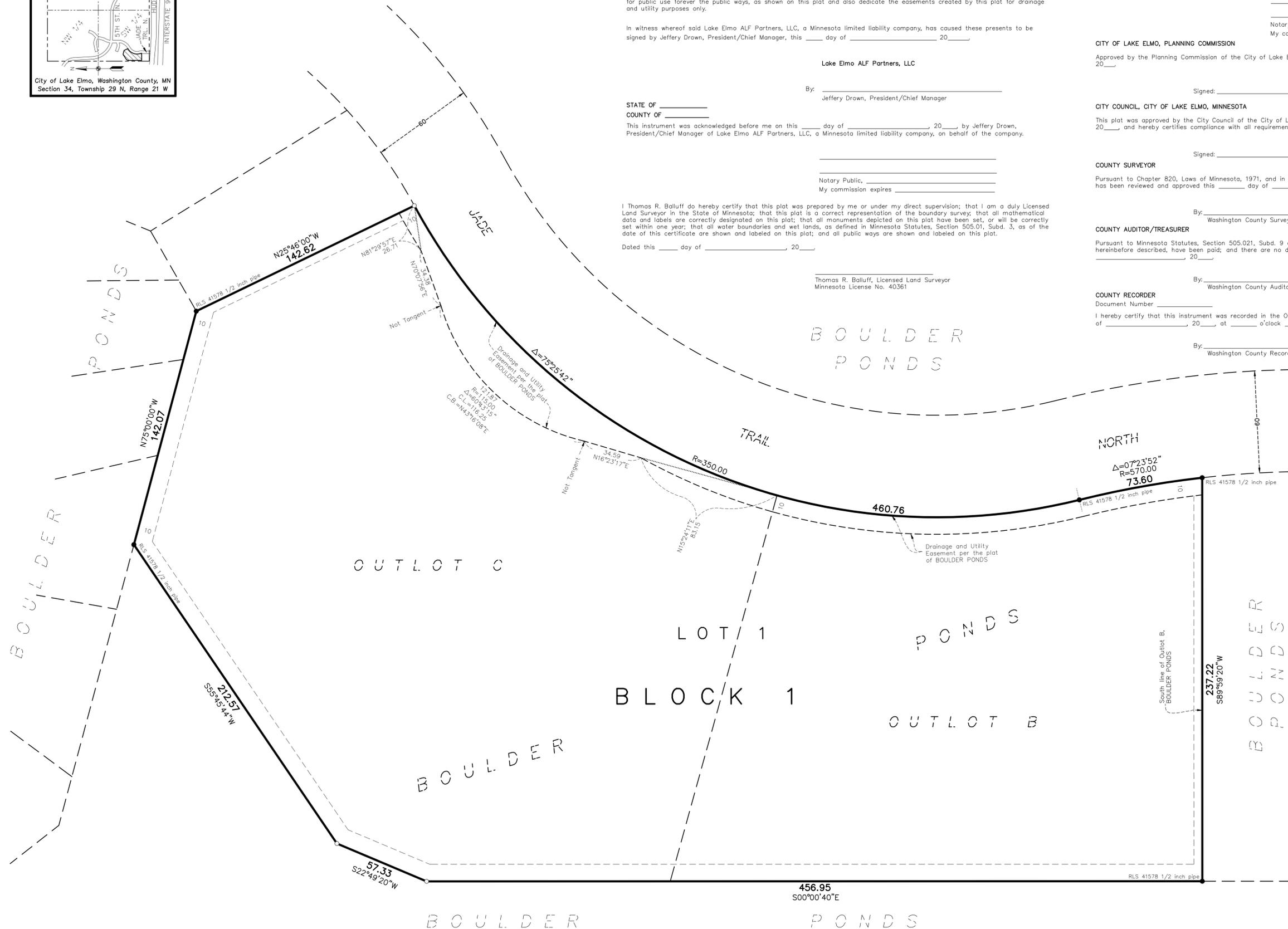
Pursuant to Minnesota Statutes, Section 505.021, Subd. 9 and Section 272.12, taxes payable in the year 20__ on the real estate hereinbefore described, have been paid; and there are no delinquent taxes, and transfer has been entered on this ____ day of _____, 20__.

By: _____
Washington County Auditor/Treasurer

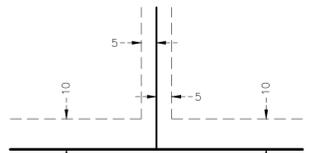
COUNTY RECORDER

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



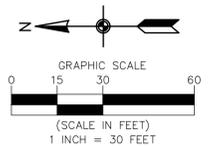
DRAINAGE AND UTILITY EASEMENTS ARE SHOWN THUS:

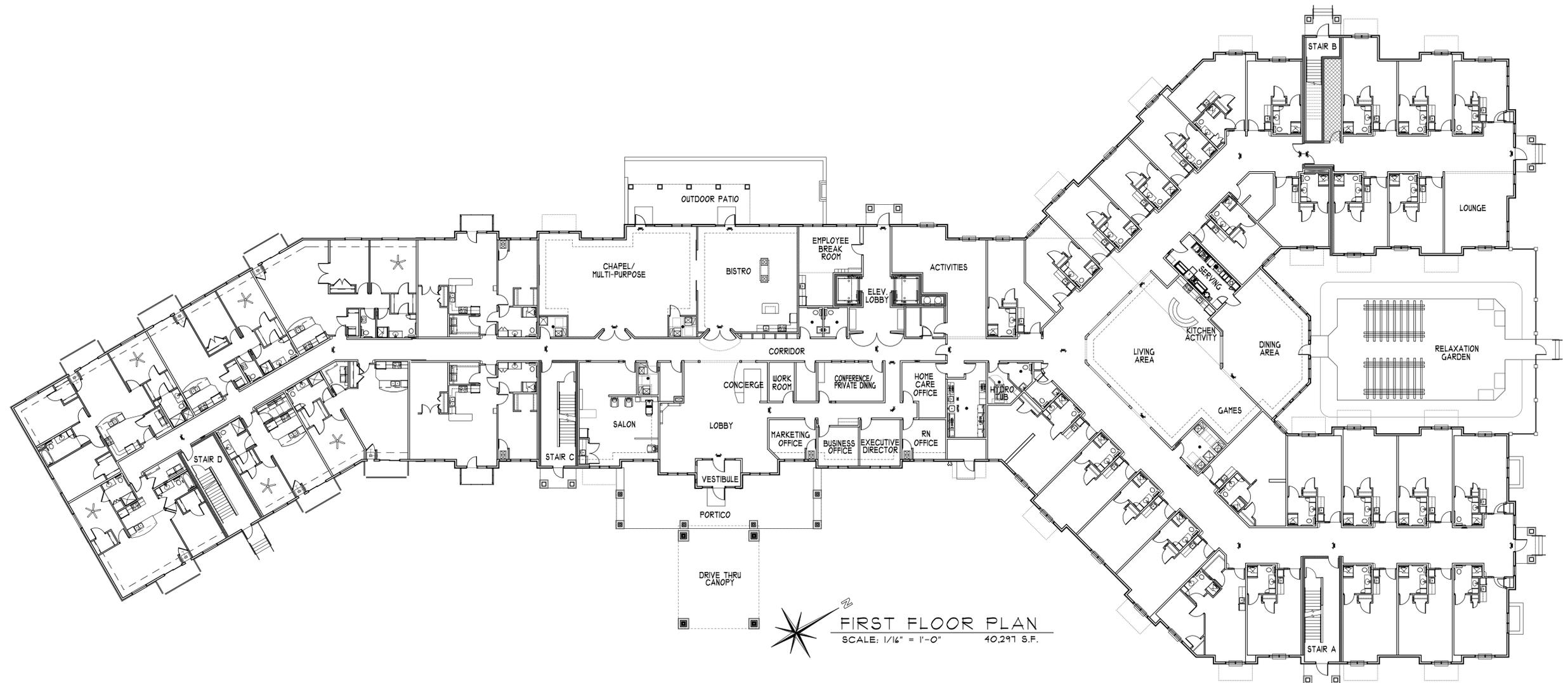


being 5 feet in width, and adjoining side lot lines, and 10 feet in width and adjoining right of way lines and rear lot lines unless otherwise shown on this plat.

Orientation of this bearing system is based on the South line of of Outlot B, BOULDER PONDS which is assumed to have a bearing of South 89 degrees 59 minutes 20 seconds West

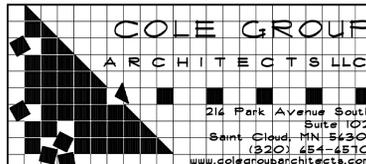
- Denotes found iron monument, as noted.
- Denotes 5/8 inch by 14 inch rebar set and marked with license number 40361






FIRST FLOOR PLAN
 SCALE: 1/16" = 1'-0" 40,291 S.F.

PLOTTED: 7-25-18 FILE: 17035 COM: 3

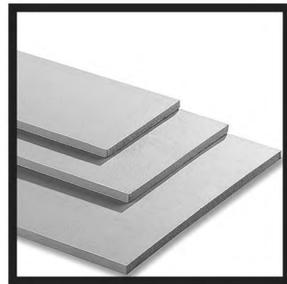
 <p> COLE GROUP ARCHITECTS LLC. 214 Park Avenue South Suite 102 Saint Cloud, MN 56301 (320) 454-4510 www.colegrouparchitects.com </p>	<p>These documents are not valid for building permit unless signed in ink and over sealed. Copies are not valid.</p>	<p>DEVELOPER:</p>	<p>PROPOSED 95 UNIT:</p>	<p>REVISIONS COMMENTS</p>	<p>REVISIONS COMMENTS</p>	<p>Project No. 18030</p>
	<p>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 Architect under the laws of the state of MINNESOTA</p>	<p>TRIDENT DEVELOPMENT, LLC.</p>	<p>BOULDER PONDS</p>	<p>REVISIONS COMMENTS</p>	<p>REVISIONS COMMENTS</p>	<p>Submittal Date: -</p>
	<p>Date: 7-22-2018</p>	<p>4601 Third Street South Suite 100 St. Cloud, MN 56801 Phone: 820-238-4488 Fax: 820-252-3443</p>	<p>SENIOR LIVING</p>	<p>REVISIONS COMMENTS</p>	<p>REVISIONS COMMENTS</p>	<p>Document Set: PRELIMINARY</p>
	<p>Name: <u>NORMAN E. COLE</u> Signature</p>	<p>LAKE ELMO, MN</p>	<p>REVISIONS COMMENTS</p>	<p>REVISIONS COMMENTS</p>	<p>REVISIONS COMMENTS</p>	<p>A2.1 OF 40</p>



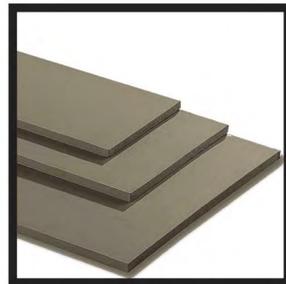
DRIVE-THRU CANOPY



**MANUFACTURED
STONE VENEER**



**LP SMARTSIDING LAP
SIDING - LIGHT GRAY**



**LP SMARTSIDING LAP
SIDING - DARK GRAY**



**SUSPENDED DECKS &
VINYL WINDOWS**



ARCHITECTURAL SHINGLES



Boulder Ponds Assisted Living
Lake Elmo, MN



LIGHTING LEGEND

	RECESSED 2x4 FLUORESCENT FIXTURE	\$	SINGLE POLE SWITCH
	RECESSED 2x2 FLUORESCENT FIXTURE	\$2	2-POLE SWITCH
	INDICATES NIGHTLIGHT FIXTURE	\$3	3-WAY SWITCH
	INDICATES EMERGENCY FIXTURE	\$4	4-WAY SWITCH
	INDICATES EMERGENCY/NIGHTLIGHT FIXTURE	\$5	SWITCH W/PILOT LIGHT
	SURFACE MOUNT 1x4 FLUORESCENT FIXTURE	OS1	WALL MOUNTED SINGLE LEVEL OCCUPANCY SENSOR
	HIGH BAY 2x4 FLUORESCENT FIXTURE	OS2	WALL MOUNTED DUAL LEVEL OCCUPANCY SENSOR
	SURFACE WALL MOUNTED FLUORESCENT FIXTURE	OS3	CEILING MOUNTED OCCUPANCY SENSOR
	SURFACE CEILING MOUNT FLUORESCENT FIXTURE	NL	INDICATES FIXTURE TO REMAIN ON FOR SECURITY PURPOSES
	RECESSED DOWNLIGHT	A,B	INDICATES LIGHT FIXTURE SWITCH-LEGS
	SURFACE WALL MOUNTED FIXTURE	P-X	INDICATES PANEL AND CIRCUIT NUMBER
	SURFACE MOUNTED FIXTURE	1	INDICATES LIGHT FIXTURE TYPE
	SURFACE MOUNTED PENDANT FIXTURE	EX	INDICATES EXISTING FIXTURE
	OUTSIDE POLE-MOUNT LIGHT FIXTURE	RL	INDICATES RELOCATED FIXTURE
	EXTERIOR GROUND MOUNTED LIGHT FIXTURE	TC	INDICATES FIXTURE CONTROLLED BY TIMECLOCK
	EMERGENCY LIGHTING FIXTURE	EM	INDICATES EMERGENCY FIXTURE
	LED EXIT SIGN—SHADED AREA INDICATES ILLUMINATED FACE		
	LED EXIT/EMERGENCY SIGN—SHADED AREA INDICATES ILLUMINATED FACE		
	EXTERIOR EMERGENCY EGRESS LIGHT		

SITE NOTES

- THE CONTRACTOR SHALL PROVIDE ALL LABOR, MATERIALS AND EQUIPMENT NECESSARY FOR A COMPLETE AND FUNCTIONAL ELECTRICAL SYSTEM.
- MATERIALS AND INSTALLATION SHALL COMPLY WITH CODES, UTILITY REQUIREMENTS, LAWS AND ORDINANCES OF FEDERAL, STATE, OSHA AND LOCAL GOVERNING BODIES HAVING JURISDICTION.
- THE CONTRACTOR SHALL COMPLY WITH ALL CODES AND STANDARDS APPLICABLE TO THIS PROJECT THAT ARE LISTED BUT NOT LIMITED TO: NEC, NFPA, NEMA, ANSI, IES, IEEE, NFPA LIFE SAFETY 101, ASHRAE 90.1, IECC ENERGY CODE AND IBC BUILDING CODE.
- PRIOR TO ANY DIGGING, TRENCHING, ETC. CONTACT ALL LOCAL UTILITY COMPANIES AND MUNICIPALITIES AND CONFIRM EXACT LOCATIONS OF ALL EXISTING UTILITIES.
- MATERIALS AND EQUIPMENT SHALL BE LISTED AND/OR LABELED BY UL OR ANOTHER NATIONALLY RECOGNIZED TESTING LABORATORY.
- ALL MATERIAL, EQUIPMENT, WIRING DEVICES, ETC SHALL BE NEW, UNLESS SPECIFICALLY NOTED AS EXISTING TO BE REUSED.
- ALL MATERIALS AND EQUIPMENT SHALL BE STORED, HANDLED, ERECTED, INSTALLED, CONNECTED, CLEANED, ADJUSTED, TESTED, CONDITIONED AND PLACED IN SERVICE IN ACCORDANCE WITH THE MANUFACTURERS DIRECTIONS AND RECOMMENDATIONS.
- COORDINATE THE UTILITY COMPANY SERVICE FEEDS AND INSTALLATION.
- ALL POLE FIXTURES TO BE LOCATED 4' AWAY FROM EDGE OF CURB.
- ALL EXTERIOR LIGHT FIXTURES TO BE CONNECTED TO A COMMON EQUIPMENT GROUND. USE #8, TYPE THWN.
- ALL CIRCUIT TO BE PLACED IN 1" CONDUITS UNLESS OTHERWISE NOTED. CIRCUIT TO USE COPPER WIRE, TYPE THWN.
- THE CONTROLLING LIGHTING CONTACTORS SHALL BE MOUNTED INSIDE THE BUILDING WITH TIME-CLOCK CONTROL & REMOTE PHOTOCELLS LOCATED ON THE EXTERIOR SIDE OF THE BUILDING WALL. INSTALL PHOTOCELLS AT LOCATIONS WHERE BUILDING OR OTHER OBSTRUCTIONS WILL NOT INTERFERE WITH THEIR PROPER OPERATION. FINAL BRANCH CIRCUIT SUPPLY CONNECTIONS WILL BE PROVIDED BY THE BUILDING ELECTRICAL CONTRACTORS.
- MIN. BURIAL DEPTH FOR THE LIGHTING CIRCUIT SHALL BE 24". A SLIGHT DECREASE IN DEPTH IS ALLOWED WITHIN 10' OF THE POLES.
- VERIFY CONSTRUCTION AREAS ON OTHER SITE PLANS FOR POTENTIAL OBSTACLES AND CONSTRUCTION LIMITS.

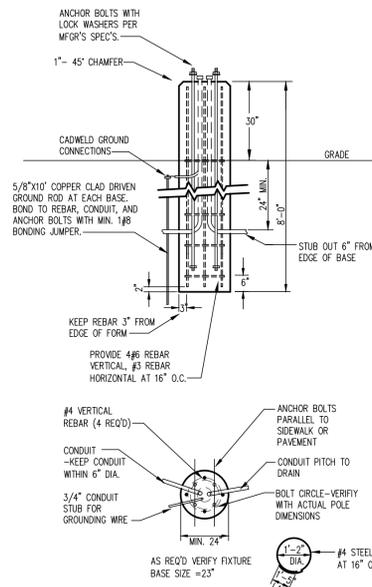
ELECTRIC GENERAL NOTES

- ALL WORK SHALL BE COMPLETED IN ACCORDANCE WITH NATIONAL, STATE AND LOCAL ELECTRICAL CODES.
- COORDINATE WORK WITH ALL OTHER TRADES.
- EQUIPMENT SHALL BE INSTALLED IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS.
- ALL WIRING SHALL BE INSTALLED IN APPROVED RACEWAYS.
- ALL EQUIPMENT GROUNDING CONDUCTORS SHALL BE INSTALLED AT ALL LOCATIONS.
- USE COMMERCIAL GRADE RECEPTACLES AND SWITCHES. PROVIDE LIGHT ALMOND COLORED DEVICE AND PLATES.
- ALL MEASUREMENTS TO TOP OF BOX. RECEPTACLES SHALL BE 20" A.F.F. SWITCHES SHALL BE 48" A.F.F.

LIGHTING FIXTURE SCHEDULE

TYPE	LAMPS	WATTAGE	DESCRIPTION	NOTES
AA	LED	18	SMALL EXTERIOR WALL PACK	-
BB	LED	26	MEDIUM EXTERIOR WALL PACK	-
CC	LED	18	EXTERIOR RECESSED DOWNLIGHT	-
DD	LED	78	POLE MOUNT FIXTURE, TYPE II OPTICS, 20' POLE	-
EE	LED	78	POLE MOUNT FIXTURE, TYPE III OPTICS, 20' POLE	-
FF	LED	78	POLE MOUNT FIXTURE, TYPE IV OPTICS, 20' POLE	-

NOTES:



- NOTE:
- USE MFG'S DIMENSIONS FOR EXACT ANCHOR BOLT AND COVER PLACEMENT.
 - INSTALL INLINE FUSES IN EACH UNGROUNDED CONDUCTOR WITHIN POLE HAND HOLE.
 - TROWEL FINISH EXPOSED PORTION OF BASE TO REMOVE/COVER FORM MARKS.

2 POLE BASE DETAIL
E1.1 NOT TO SCALE



1 ELECTRICAL SITE PLAN
E1.1 SCALE: 1" = 30'-0"

DATE:	
NAME:	
REVISION DESCRIPTION:	

DRAWN BY: DAK
CHECKED BY: TJA
DATE: 7/30/18
DWG FILE:
REF FILE:
JOB NUMBER:

BERD!
ELECTRIC LLC
3308 Southway Drive • St. Cloud, MN 56301
Phone: 320-656-0847
FAX: 320-656-0312

BRANCH OFFICE
2820 Babie Street
Suite 101
Hudson, WI 54016
Tel 715-381-8277

CORPORATE OFFICE
406 Technology Drive E.
Suite A
Menomonie, WI 54751
Tel 715-232-9600
Fax 715-232-9602

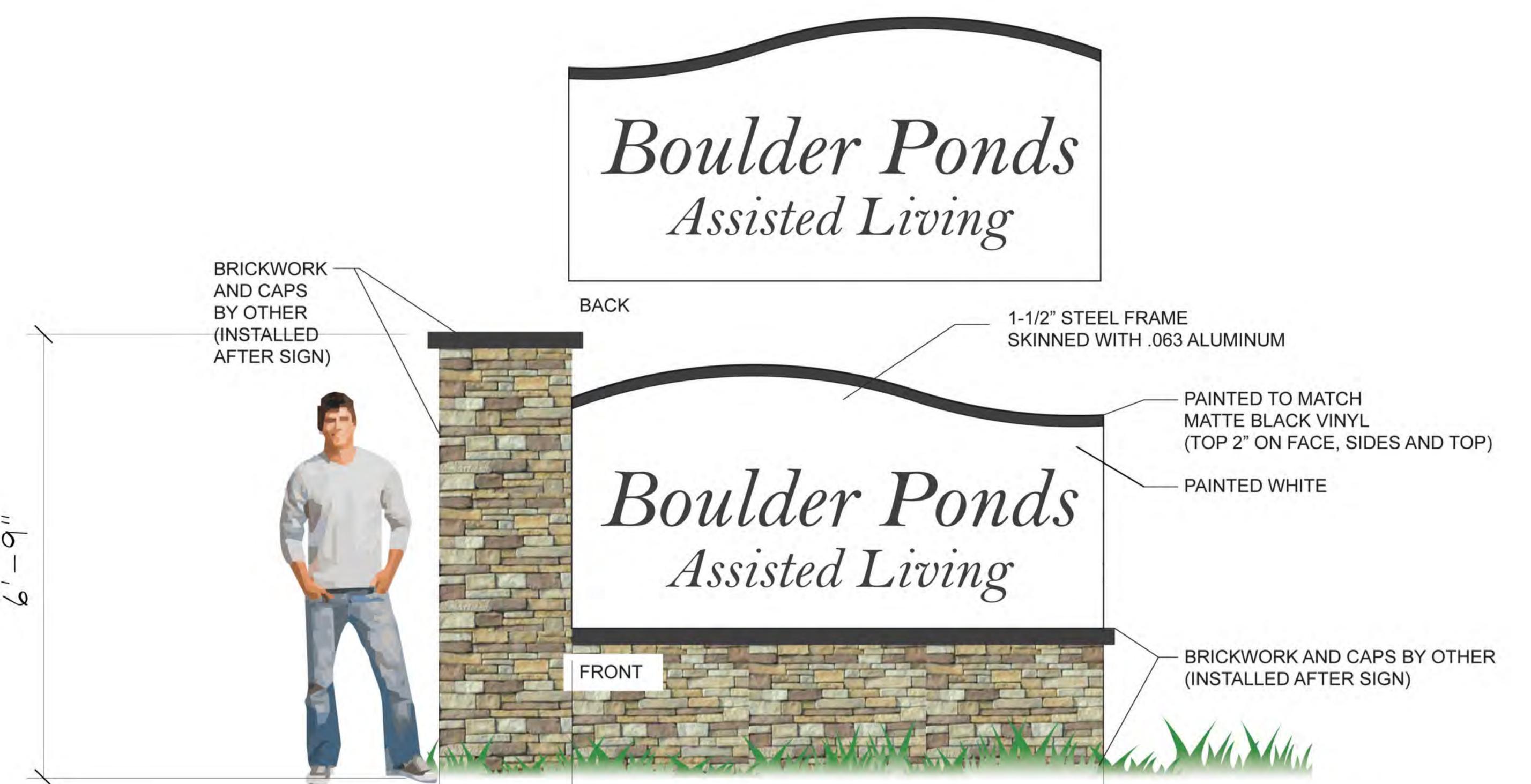
A.C./a
Auth Consulting/associates

PERMIT SET

PROJECT:
**PROPOSED PROJECT FOR:
BOULDER PONDS SENIOR LIVING
LAKE ELMO, MN**

ELECTRICAL SITE PLAN

SHEET NO. **E1.1**



MONUMENT SIGN DETAIL

NO SCALE



C2 Existing Conditions

1. The existing conditions plan must include the adjacent storm water basin names (600C and 600D), the 100-year HWL elevations, and the adjacent emergency overflow elevations.

C3 Site Plan

1. The parking lot is designed with two concrete commercial driveway access locations along Jade Trail North, both at 22-feet wide. Access spacing and locations appear acceptable.
2. The front entrance to the building includes a 14-foot wide drop off zone together with a 22-ft wide secondary driveway. Emergency vehicle access will likely need to access the secondary driveway.
3. A 22-ft wide driveway to a rear parking lot area is proposed. There is no turnaround provision for emergency vehicles at the rear parking lot.
4. All 22-ft. driveway entrances and drive lanes should be signed "No Parking".
5. The plan retains the existing concrete sidewalk along Jade Trail as required. Sidewalk connections are planned interior to the site to various building entrances.

C4 Utility Plan

1. Connection to existing sanitary sewer stub. The project proposes to connect to the existing 8-inch sanitary sewer service stub that was located along the Jade Trail North right-of-way for Outlot C. Only one sewer service connection is needed for the combined lot, so the 8-inch sanitary sewer service stub installed for Outlot B will remain unused. The 8-inch sanitary sewer service interior to the site will be a private sewer service meeting state plumbing code.
2. Connection to existing watermain stub. The project proposes to connect to an existing 6-inch watermain service stub located along the Jade Trail North right-of-way for Outlot C. The watermain must be reconfigured to clearly define the City owned watermain and hydrants, the private service shut-off valve, and the private watermain service. Utility easements must be dedicated to the City, minimum width of 30-feet centered over the City-owned pipe and hydrants, and all easements must be shown on the Site Plan, Utility Plan and Grading Plan. The 6-inch watermain service stub for Outlot B will remain unused. The water service interior to the site will be a private water service meeting state building code.
3. Fire Hydrant locations. One new fire hydrant is proposed at the north entrance. There is one existing fire hydrant located along Jade Trail North at the south entrance. If additional fire hydrants are required to be placed interior to the site, the fire hydrants and connecting watermain will be City owned and maintained. If required, the site and utility plans, and project specifications must be revised and resubmitted for City review, showing the proposed hydrants and connecting watermain using City design standards, details and specifications. Utility easements must be dedicated to the City, minimum width of 30-feet centered over the pipe and hydrants, and all easements must be shown on the Site Plan, Utility Plan and Grading Plan. City standard plan notes for watermain must be shown on the utility plans.
4. A private roof drainage/storm sewer system internal to the site is proposed to capture and direct the runoff volumes to each of three City-owned storm water facilities in proportion to the Boulder Ponds stormwater management system, including Pond 6C, 6D, and Pond 7. The private storm sewer system will discharge directly to Ponds 6C and 6D. The private storm sewer system will connect to two existing 15-inch RCP storm sewer stub pipes at the right-of-way of Jade Trail North which discharges to Pond 7.
5. The two 12-inch RCP pipes and FES discharging to Pond 6D must be increased to 15-inch RCP pipe/FES.
6. A Stormwater Easement and Maintenance Agreement in the City's standard form is required for the private owned storm sewer system.

C5 Grading Plan

1. Add the existing/proposed 100-year HWL for all adjacent stormwater ponds (600C and 600D).
2. Add proposed building low opening elevation and verify elevation exceeds 1002.5 (EOF = 1001.5 + 1.0 ft.).
3. Add plan note indicating that no changes in the building roof run roof conveyance and discharge locations is allowed with prior City approval.

C7-C9 Civil Details

1. Add City detail 208 irrigation service, if applicable.
2. Add City detail 502.

Construction and Site Control Requirements

1. Add silt fence using metal post (6' maximum spacing) immediately behind the existing curb and gutter along the entire length of Jade Trail North, except at the rock construction entrance.
2. Maintain the second row of silt fence as shown along the back side of the exiting sidewalk, using metal post (6' maximum spacing).
3. Add plan note to protect existing concrete sidewalk, boulevard sod and curb and gutter along entire length of Jade Trail North. Silt fence to remain in place for construction duration without exception. No construction traffic site access is permitted at any time except for approved rock construction entrance locations.
4. Add plan note to require construction parking including deliveries and equipment loading/unloading to be maintained interior to the construction site unless specifically permitted by the City for specified limited dates.



To: Emily Becker, City of Lake Elmo Planning Director
From: Lucius Jonett, Wenck Landscape Architect
Date: August 17, 2018
Subject: City of Lake Elmo Landscape Plan Review
Boulder Ponds 4th Addition, Review #1

Submittals

- Landscape Plans, dated 07/27/2018, received 07/30/2018.

Location: Southwestern lot of the Boulder Ponds development; west of Keats Avenue North, East of Inwood Avenue North at the Northwest Corner of the intersection of Hudson Boulevard North and Jade Trail North, Lake Elmo, MN.

Land Use Category: High Density Residential

Surrounding Land Use Concerns: Less intensive use to the north.

Special landscape provisions in addition to the zoning code: Screening will be required to the north due to less intensive use.

Tree Preservation:

- A. A tree preservation plan is not required because all existing trees on site are smaller than the significant tree definitions:
1. Over 6" DBH for hardwood deciduous trees (Birch, Cherry, Hickory, Ironwood, Hard Maples, Oak and Walnut)
 2. Over 8" DBH for coniferous/evergreen trees
 3. Over 12" DBH for common trees (Ash, Aspen, Basswood, Box Elder, Catalpa, Cottonwood, Elm, Hackberry, Locust, Poplar, Silver Maple, Willow and any other tree not defined as a hardwood deciduous tree or a coniferous/evergreen tree.)
- B. Tree replacement is not required because there are no significant trees being removed.

Landscape Requirements:

The preliminary plat landscape plans meets the code required number of trees. The proposed phase 1 plans show the code required tree quantities.

	Master Plan (Code Required)	Master Plan Proposed	
Street frontage	535		Lineal Feet
Lake Shore	0		Lineal Feet
Stream Frontage	0		Lineal Feet
Total Linear Feet	535		Lineal Feet
/50 Feet = Required Frontage Trees	11		Trees
Development or Disturbed Area	-		SF
Development or Disturbed Area	4.1		Acres
*5 = Required Development Trees	21		Trees
Interior Parking Lot Spaces*	26		Spaces
/10 = Required Parking Lot Trees	0		Trees
Perimeter Parking Lot Frontage Length*	0		Lineal Feet
/50 = Required Frontage Strip Trees	0		Trees
Required Mitigation Trees	0		
Required Number of Trees **	32		
Total Trees to Date		32	

* Parking lot landscaping or screening trees are included in landscape required tree counts.
 None if 0 - 30 Parking Spaces
 1 tree per 10 spaces if 31 - 100 Parking Spaces
 1 tree per 15 spaces If >101 Parking Spaces

1. A minimum one (1) tree is proposed for every fifty (50) feet of street frontage.
2. A minimum of five (5) trees are proposed to be planted for every one (1) acre of land that is developed or disturbed by development activity.

The master plan does not meet the minimum of twenty-five percent (25%) of the required number of trees shall be deciduous shade trees and a minimum of twenty-five percent (25%) of the required number of coniferous trees.

Master Plan	Qty	% Composition	
Deciduous Shade Trees	16	50%	>25% required
Coniferous Trees	5	16%	>25% required
Ornamental Trees	11	34%	
Tree Count	32		

Emily Becker
Planning Director
City of Lake Elmo
August 17, 2018



- A. A landscape plan has been submitted that does not include all requirements.
 - 1. Details and cross sections of any masonry wall or fence required screening.
- B. Interior Parking Lot Landscaping – The development does include interior parking lots but does not meet the minimum threshold for additional requirements for lots with 30 parking spaces or greater.
- C. Perimeter Parking Lot Landscaping – The development does not include perimeter parking lots.
- D. Screening – Screening is required by City code. Screening shall be used to provide visual and noise separation of intensive uses from less intensive uses. Where screening is required in the City Code between uses or districts, it shall consist of either a masonry wall or fence in combination with landscape material that forms a screen at least six (6) feet in height, and not less than ninety percent (90%) opaque on a year-round basis. Landscape material shall include trees, planted at a minimum of one deciduous or coniferous tree per forty (40) linear feet along the property line. Additional landscape material such as shade trees or trellises may be required to partially screen views from above.

Findings:

- 1. The master plan does not meet the minimum of twenty-five percent (25%) of the required number of trees shall be coniferous trees.
- 2. Screening is required on the north end of the site due to less intense land use.
- 3. Proposed tree location conflicts with the proposed storm sewer and water service line is noted on the following page. This utility conflict needs to be corrected.
- 4. Congregate housing requires a minimum of 50 square feet per resident. Note on the plan the proposed amount of green space.

Recommendation:

It is recommended that the conditions of approval include:

- 1. Submit a revised landscape plan that corrects the discrepancies detailed in the findings above.

Sincerely,

A handwritten signature in black ink that reads 'Lucius Jonett'. The signature is written in a cursive, flowing style.

Lucius Jonett, PLA (MN)
Wenck Associates, Inc.
City of Lake Elmo Municipal Landscape Architect

SEED MIX LEGEND (FOR ALL SHEETS)		
SYM.	TYPE	SEED MIX
	NATIVE WET PRAIRIE	MN SEED MIX 34-262 (OLD BWSR W3)
	WETLAND FRINGE	MN SEED MIX 33-261 (OLD BWSR U6)
	COMMERCIAL TURF - SOD	HIGHLAND SOD (PEAT SOD IS UNACCEPTABLE)
	MNDOT 260 ALL AREAS DISTURBED BY CONSTRUCTION NOT INTENDED SODDED, OR RETENTION BASINS	MN SEED MIX 25-131 (OLD MNDOT 260) & (USE EROSION CONTROL BLANKET FOR SLOPES OVER 3:1)
	HARDWOOD MULCH	(NATURAL COLOR)
	SHREDDED HARDWOOD MULCH	
	1/2" CRUSHED GRANITE	CRUSHED QUARRY GRANITE

LANDSCAPE LEGEND							
KEY	BOTANICAL NAME	COMMON NAME	SIZE	ROOT	QTY.	INSTALL MATURE HEIGHT	
DECIDUOUS TREES							
BL	Tilia americana 'Boulevard'	BOULEVARD LINDEN	2.5"	BB	2	15' 60"	STRAIT LEADER NO "V" CROTCH
HB	Celtis occidentalis	HACKBERRY	2.5"	BB	3	15' 50"	
SM	Acer saccharum	SUGAR MAPLE	2.5"	BB	2	14' 50"	
RM	Acer rubrum 'Nothwoods'	NORTHWOODS MAPLE	2.5"	BB	9	14' 50"	
ORNAMENTAL TREES							
SB	Amelanchier x grandiflora 'Autumn Brilliance'	AUTUMN BRILLIANCE SERVICEBERRY	2"	BB	1	8' 20"	STRAIT LEADER FULL FORM TO GRADE
SS	Malus x 'Spring Snow'	SPRING SNOW CRABAPPLE	2"	BB	4	8' 25"	
TL	Syringa Reticulata	JAPANESE TREE LILAC	2"	BB	6	8' 20"	
EVERGREEN TREES							
BH	Picea glauca var. densata	BLACK HILLS SPRUCE	6'	BB	5	6' 40"	

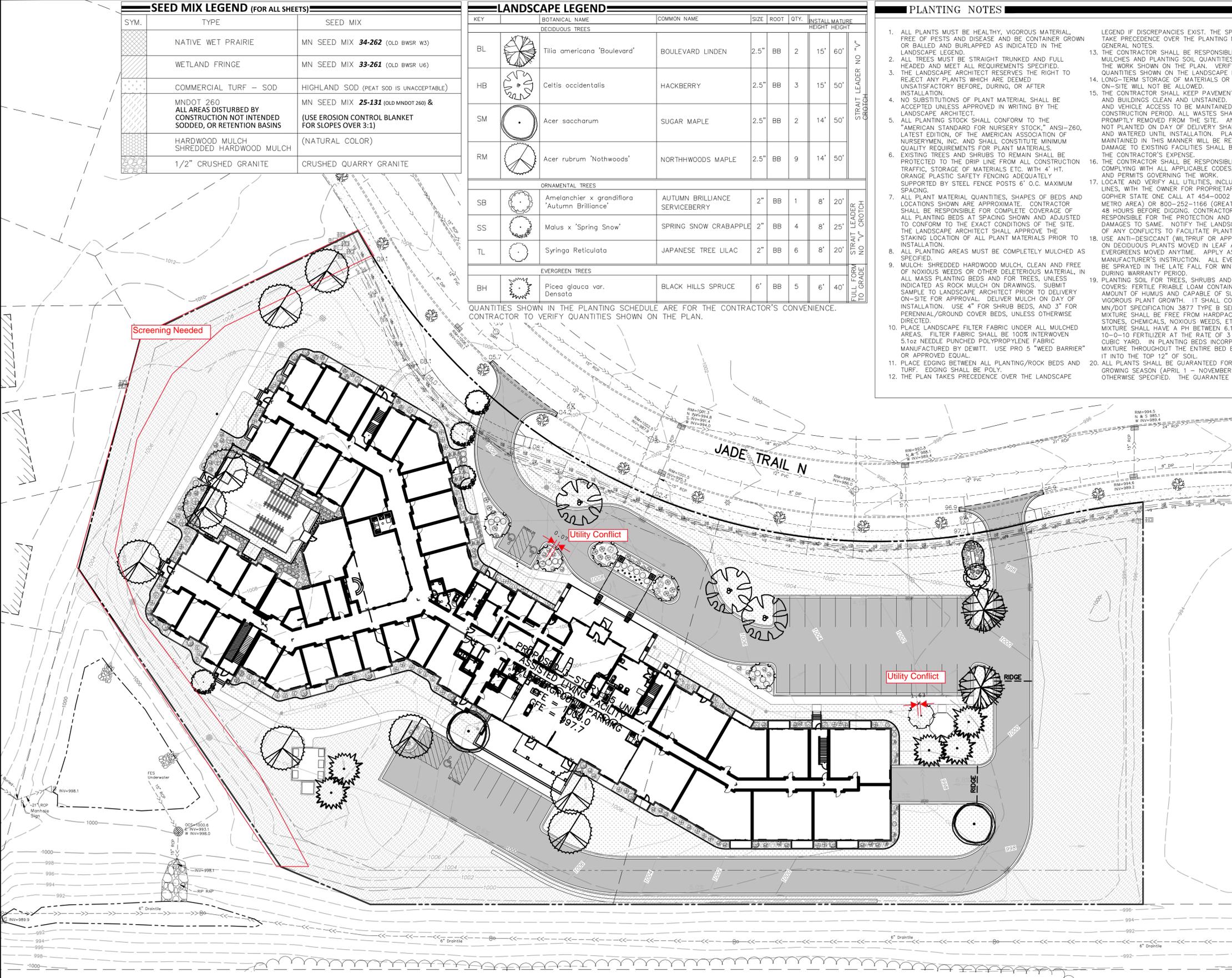
QUANTITIES SHOWN IN THE PLANTING SCHEDULE ARE FOR THE CONTRACTOR'S CONVENIENCE. CONTRACTOR TO VERIFY QUANTITIES SHOWN ON THE PLAN.

- ### PLANTING NOTES
- ALL PLANTS MUST BE HEALTHY, VIGOROUS MATERIAL, FREE OF PESTS AND DISEASE AND BE CONTAINER GROWN OR BALLED AND BURLAPPED AS INDICATED IN THE LANDSCAPE LEGEND.
 - ALL TREES MUST BE STRAIGHT TRUNKED AND FULL HEADED AND MEET ALL REQUIREMENTS SPECIFIED.
 - THE LANDSCAPE ARCHITECT RESERVES THE RIGHT TO REJECT ANY PLANTS WHICH ARE DEEMED UNSATISFACTORY BEFORE, DURING, OR AFTER INSTALLATION.
 - NO SUBSTITUTIONS OF PLANT MATERIAL SHALL BE ACCEPTED UNLESS APPROVED IN WRITING BY THE LANDSCAPE ARCHITECT.
 - ALL PLANTING STOCK SHALL CONFORM TO THE "AMERICAN STANDARD FOR NURSERY STOCK," ANSI-Z60, LATEST EDITION, OF THE AMERICAN ASSOCIATION OF NURSERYMEN, INC. AND SHALL CONSTITUTE MINIMUM QUALITY REQUIREMENTS FOR PLANT MATERIALS.
 - EXISTING TREES AND SHRUBS TO REMAIN SHALL BE PROTECTED TO THE DRIP LINE FROM ALL CONSTRUCTION TRAFFIC, STORAGE OF MATERIALS ETC. WITH 4' HT. ORANGE PLASTIC SAFETY FENCING ADEQUATELY SUPPORTED BY STEEL FENCE POSTS 6" O.C. MAXIMUM SPACING.
 - ALL PLANT MATERIAL QUANTITIES, SHAPES OF BEDS AND LOCATIONS SHOWN ARE APPROXIMATE. CONTRACTOR SHALL BE RESPONSIBLE FOR COMPLETE COVERAGE OF ALL PLANTING BEDS AT SPACING SHOWN AND ADJUSTED TO CONFORM TO THE EXACT CONDITIONS OF THE SITE. THE LANDSCAPE ARCHITECT SHALL APPROVE THE STAKING LOCATION OF ALL PLANT MATERIALS PRIOR TO INSTALLATION.
 - ALL PLANTING AREAS MUST BE COMPLETELY MULCHED AS SPECIFIED.
 - MULCH: SHREDDED HARDWOOD MULCH, CLEAN AND FREE OF NOXIOUS WEEDS OR OTHER DELETERIOUS MATERIAL, IN ALL MASS PLANTING BEDS AND FOR TREES, UNLESS INDICATED AS ROCK MULCH ON DRAWINGS. SUBMIT SAMPLE TO LANDSCAPE ARCHITECT PRIOR TO DELIVERY ON-SITE FOR APPROVAL. DELIVER MULCH ON DAY OF INSTALLATION. USE 4" FOR SHRUB BEDS, AND 3" FOR PERENNIAL/GROUND COVER BEDS, UNLESS OTHERWISE DIRECTED.
 - PLACE LANDSCAPE FILTER FABRIC UNDER ALL MULCHED AREAS. FILTER FABRIC SHALL BE 100% INTERWOVEN 5.1oz NEEDLE PUNCHED POLYPROPYLENE FABRIC MANUFACTURED BY DEWITT. USE PRO 5 "WEED BARRIER" OR APPROVED EQUAL.
 - PLACE EDGING BETWEEN ALL PLANTING/ROCK BEDS AND TURF EDGING SHALL BE POLY.
 - THE PLAN TAKES PRECEDENCE OVER THE LANDSCAPE LEGEND IF DISCREPANCIES EXIST. THE SPECIFICATIONS TAKE PRECEDENCE OVER THE PLANTING NOTES AND GENERAL NOTES.
 - THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL MULCHES AND PLANTING SOIL QUANTITIES TO COMPLETE THE WORK SHOWN ON THE PLAN. VERIFY ALL QUANTITIES SHOWN ON THE LANDSCAPE LEGEND.
 - LONG-TERM STORAGE OF MATERIALS OR SUPPLIES ON-SITE WILL NOT BE ALLOWED.
 - THE CONTRACTOR SHALL KEEP PAVEMENTS, PLANTERS AND BUILDINGS CLEAN AND UNSTAINED. ALL PEDESTRIAN AND VEHICLE ACCESS TO BE MAINTAINED THROUGHOUT CONSTRUCTION PERIOD. ALL WASTES SHALL BE PROMPTLY REMOVED FROM THE SITE. ANY PLANT STOCK NOT PLANTED ON DAY OF DELIVERY SHALL BE HELED IN AND WATERED UNTIL INSTALLATION. PLANTS NOT MAINTAINED IN THIS MANNER WILL BE REJECTED. ANY DAMAGE TO EXISTING FACILITIES SHALL BE REPAVED AT THE CONTRACTOR'S EXPENSE.
 - THE CONTRACTOR SHALL BE RESPONSIBLE FOR COMPLYING WITH ALL APPLICABLE CODES, REGULATIONS, AND PERMITS GOVERNING THE WORK.
 - LOCATE AND VERIFY ALL UTILITIES, INCLUDING IRRIGATION LINES, WITH THE OWNER FOR PROPRIETARY UTILITIES AND Gopher State One Call at 454-0002 (TWIN CITIES METRO AREA) OR 800-252-1166 (GREATER MINNESOTA) 48 HOURS BEFORE DIGGING. CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND REPAIR OF ANY DAMAGES TO SAME. NOTIFY THE LANDSCAPE ARCHITECT OF ANY CONFLICTS TO FACILITATE PLANT RELOCATION.
 - USE ANTI-DESICCANT (WILT-PROF OR APPROVED EQUAL) ON DECIDUOUS PLANTS MOVED IN LEAF AND FOR EVERGREENS MOVED ANYTIME. APPLY AS PER MANUFACTURER'S INSTRUCTION. ALL EVERGREENS SHALL BE SPRAYED IN THE LATE FALL FOR WINTER PROTECTION DURING WARRANTY PERIOD.
 - PLANTING SOIL FOR TREES, SHRUBS AND GROUND COVERS: FERTILE FRABLE LOAM CONTAINING A LIBERAL AMOUNT OF HUMUS AND CAPABLE OF SUSTAINING VIGOROUS PLANT GROWTH. IT SHALL COMPLY WITH MN/DOT SPECIFICATION 3877 TYPE B SELECT TOPSOIL. MIXTURE SHALL BE FREE FROM HARDPACK SUBSOIL, STONES, CHEMICALS, NOXIOUS WEEDS, ETC. SOIL MIXTURE SHALL HAVE A PH BETWEEN 6.1 AND 7.5 AND 10-0-10 FERTILIZER AT THE RATE OF 3 POUNDS PER CUBIC YARD. IN PLANTING BEDS INCORPORATE THIS MIXTURE THROUGHOUT THE ENTIRE BED BY ROTOTILLING IT INTO THE TOP 12" OF SOIL.
 - ALL PLANTS SHALL BE GUARANTEED FOR TWO COMPLETE GROWING SEASONS (APRIL 1 - NOVEMBER 1), UNLESS OTHERWISE SPECIFIED. THE GUARANTEE SHALL COVER THE FULL COST OF REPLACEMENT INCLUDING LABOR AND PLANTS.
 - CONTRACTOR SHALL NOTIFY THE LANDSCAPE ARCHITECT AT LEAST 3 DAYS PRIOR TO PLANNED DELIVERY. THE CONTRACTOR SHALL NOTIFY THE LANDSCAPE ARCHITECT AT LEAST 24 HOURS IN ADVANCE OF BEGINNING PLANT INSTALLATION.
 - SEASONS/TIME OF PLANTING AND SEEDING: NOTE: THE CONTRACTOR MAY ELECT TO PLANT IN OFF-SEASONS ENTIRELY AT HIS/HER RISK.
 - DECIDUOUS POTTED PLANTS: 4/1 - 6/1; 9/21 - 11/1
 - DECIDUOUS /B&B: 4/1 - 6/1; 9/21 - 11/1
 - EVERGREEN POTTED PLANTS: 4/1 - 6/1; 9/21-11/1
 - EVERGREEN B&B: 4/1 - 5/1; 9/21 - 11/1
 - TURF/LAWN SEEDING: 4/1 - 6/1; 7/20 - 9/20
 - NATIVE MIX SEEDING: 4/1 - 7/20; 9/20-10/20
 - MAINTENANCE SHALL BEGIN IMMEDIATELY AFTER EACH PORTION OF THE WORK IS IN PLACE. PLANT MATERIAL SHALL BE PROTECTED AND MAINTAINED UNTIL THE INSTALLATION OF THE PLANTS IS COMPLETE. INSPECTION HAS BEEN MADE, AND PLANTINGS ARE ACCEPTED EXCLUSIVE OF THE GUARANTEE. MAINTENANCE SHALL INCLUDE WATERING, CULTIVATING, MULCHING, REMOVAL OF DEAD MATERIALS, RE-SETTING PLANTS TO PROPER GRADE AND KEEPING PLANTS IN A PLUMB POSITION. AFTER ACCEPTANCE, THE OWNER SHALL ASSUME MAINTENANCE RESPONSIBILITIES. HOWEVER, THE CONTRACTOR SHALL CONTINUE TO BE RESPONSIBLE FOR KEEPING THE TREES PLUMB THROUGHOUT THE GUARANTEE PERIOD.
 - ANY PLANT MATERIAL WHICH DIES, TURNS BROWN, OR DEFLOLIATES (PRIOR TO TOTAL ACCEPTANCE OF THE WORK) SHALL BE PROMPTLY REMOVED FROM THE SITE AND REPLACED WITH MATERIAL OF THE SAME SPECIES, QUANTITY, AND SIZE AND MEETING ALL LANDSCAPE LEGEND SPECIFICATIONS.
 - WATERING: MAINTAIN A WATERING SCHEDULE WHICH WILL THOROUGHLY WATER ALL PLANTS ONCE A WEEK. IN EXTREMELY HOT, DRY WEATHER, WATER MORE OFTEN AS REQUIRED BY INDICATIONS OF HEAT STRESS SUCH AS WILTING LEAVES. CHECK MOISTURE UNDER MULCH PRIOR TO WATERING TO DETERMINE NEED. CONTRACTOR SHALL MAKE THE NECESSARY ARRANGEMENTS FOR WATER.
 - CONTRACTOR SHALL REQUEST IN WRITING, A FINAL ACCEPTANCE INSPECTION.
 - ALL DISTURBED AREAS TO BE TURF SEED, ARE TO RECEIVE 4" TOP SOIL, SEED, MULCH, AND WATER UNTIL A HEALTHY STAND OF GRASS IS OBTAINED.
 - ALL DISTURBED AREAS TO RECEIVE NATIVE WETLAND SEED, ARE TO RECEIVE ENGINEERED SOIL, SEED, MULCH, AND WATER UNTIL A HEALTHY STAND OF GRASS IS OBTAINED.

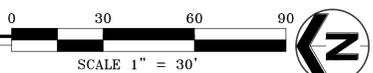
LAKE ELMO LANDSCAPE CODE

1. A MINIMUM OF (1) TREE PER 50 LF OF STREET FRONTAGE.	
• TOTAL STREET FRONTAGE = 535 LF.	11 TREES REQUIRED
• 535/50 =	
2. ADDITIONALLY, (5) TREES SHALL BE PLANTED PER (1) ACRE OF DEVELOPED LAND OR DISTURBED BY DEVELOPMENT ACTIVITY	
• OVERALL SITE ACREAGE = 4.1 ac	21 TREES REQUIRED
• 4.1 x 5 =	
• TOTAL TREES REQUIRED =	32 TREES REQUIRED
3. IRRIGATION SHALL BE PROVIDED FOR ALL SOD/SEED AND LANDSCAPE AREAS PER LAKE ELMO DETAILS/SPECIFICATIONS	

4. Congregate housing is required to provided at least 50 square feet of green space per resident.
 # of Residents x 50 SF = GREEN SPACED REQUIRED
 Proposed Green Space > Required Green Space



1 SITE LANDSCAPE PLAN
L1



Carlson McCain
 ENVIRONMENTAL - ENGINEERING - SURVEYING
 3890 Pheasant Ridge Dr. NE #100, Blaine, MN
 Phone: 763-489-7900 Fax: 763-489-7959

SITE LANDSCAPE PLAN
BOULDER PONDS SENIOR LIVING
 Lake Elmo, Minnesota

TRIDENT DEVELOPMENT, LLC.
 3601 18th Street South, Suite 103
 St. Cloud, MN 56301

REVISIONS	
1.	

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

Name: James A. Kalkas
 Signature:
 Date: 07/27/18 License #: 45071

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

RESOLUTION NO. 2018-108

*A RESOLUTION APPROVING A FINAL PLAT AND FINAL PLANNED UNIT DEVELOPMENT
(PUD) PLAN FOR THE BOULDER PONDS 4TH ADDITION PLANNED RESIDENTIAL
DEVELOPMENT*

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

WHEREAS, Trident Development, LLC, 3601 18th Street South, St. Cloud, MN 56301, has submitted an application to the City of Lake Elmo (“City”) for a Final Plat and Final PUD Plan for Boulder Ponds 4th Addition, a copy of which is on file in the City of Lake Elmo Planning Department; and

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

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

WHEREAS, the proposed Boulder Ponds 4th Addition Final Plat and Final PUD Plan includes a 95-unit congregate housing development within a planned development on Outlots B and C, Boulder Ponds in Stage 1 of the I-94 Corridor Planning Area; and

WHEREAS, the Lake Elmo Planning Commission reviewed the Final Plat and Final PUD Plans on August 27, 2018; and

WHEREAS, the Lake Elmo Planning Commission adopted a motion recommending approval of the Boulder Ponds 4th Addition Final Plat and Final PUD Plan subject to 12 conditions of approval; and

WHEREAS, the Lake Elmo Planning Commission has submitted its report and recommendation concerning the Final Plat and Final PUD Plan as part of a memorandum to the City Council for the September 18, 2018 Council Meeting; and

WHEREAS, the City Council reviewed the Boulder Ponds 4th Addition Final Plat and Final PUD Plan at its meeting held on September 18, 2018 and made the following findings:

- 1) That the Boulder Ponds 4th Addition Final Plat and Final PUD Plan is generally consistent with the Preliminary Plat and Plans as approved by the City of Lake Elmo on September 16, 2014.

- 2) That the Boulder Ponds 4th Addition Final Plat and Final PUD Plan is consistent with the Lake Elmo Comprehensive Plan and the Future Land Use Map for this area.
- 3) That the Boulder Ponds 4th Addition Final Plat generally complies with the City's High Density Residential zoning district.
- 4) That the Boulder Ponds 4th Addition Final Plat complies with all other applicable zoning requirements, including the City's landscaping, storm water, sediment and erosion control and other ordinances, except as noted in this report or attachment thereof.
- 5) That the Boulder Ponds 4th Addition Final Plat complies with the City's subdivision ordinance.
- 6) That the Boulder Ponds 4th Addition Final Plat and Final PUD Plan complies with the City's Planned Unit Development Ordinance.
- 7) That the Boulder Ponds 4th Addition Final Plat is consistent with the City's engineering standards with the exceptions noted by the City Engineer in his review comments to the City dated August 16, 2018.

NOW, THEREFORE, BE IT RESOLVED THAT the City Council does hereby approve the Boulder Ponds 4th Addition Final Plat and Final PUD Plan subject to the following conditions:

- 1) Final grading, drainage, and erosion control plans, utility plans, sanitary and storm water management plans, and street and utility construction plans shall be reviewed and approved by the City Engineer prior to the recording of the Final Plat. All changes and modifications to the plat and plans requested by the City Engineer in memos dated August 16, 2018 shall be incorporated into these documents before prior to signing the Plat for recording.
- 2) A Stormwater Easement and Maintenance Agreement in the City's standard form is required for the privately owned storm sewer system.
- 3) Prior to the release of the Final Plat for recording, the Developer shall enter into a Developer's Agreement acceptable to the City Attorney and approved by the City Council that delineates who is responsible for the design, construction, and payment of the required improvements with financial guarantees therefore.
- 4) All easements as requested by the City Engineer and Public Works Department shall be documented on the Final Plat prior to recording. Easements may need to be revised pending review by the City of a detailed right-of-way boulevard plan and updated grading plans showing the storm water high water levels.
- 5) The applicant must obtain all other necessary City, State, and other governing body permits prior to the commencement of any construction activity on the parcel including but not limited to building permits, conditional use permits, South Washington Watershed District permit, etc.

- 6) The site plan is subject to a storm water management plan meeting State, South Washington Watershed District and City rules and regulations. All applicable permits must be obtained.
- 7) The applicant must obtain all other necessary City, State, and other governing body permits prior to the commencement of any construction activity on the parcel including but not limited to an approved stormwater management plan, utility plans, grading plan, street construction plans (if required), parking lot permit, building permits, etc.
- 8) Landscape plans must be approved by the City's Landscape Architect prior to recording of the final plat. The landscape plans must meet all city screening requirements including screening on the northern portion of the property to include a masonry wall or fence in combination with landscape material that forms a screen at least six feet in height and not less than 90% opaque and a minimum of one deciduous or coniferous tree at least every 40 feet, as well as perimeter parking lot screening along Jade Trail North in the form either a masonry wall, fence, berm, or hedge or combination that forms a screen three and one-half to four feet in height and not less than 50% opaque on a year-round basis.
- 9) A sign permit shall be obtained prior to erection of any sign on the property.
- 10) The proposed building shall meet the Lake Elmo Design Guidelines and Standards.
- 11) That the proper State of Minnesota licensing be maintained for the memory care and assisted living facilities.
- 12) That all Fire Chief and Building Official comments be addressed. Two additional fire hydrants will be required on the site, one on the southwest corner of the parking lot, and one to the north of the rear parking lot. The rear parking lot must provide sufficient turnaround that meets the requirements for apparatus turnaround. All fire hydrants and related water mains shall be owned and maintained by the City.

Passed and duly adopted this 18th day of September, 2018 by the City Council of the City of Lake Elmo, Minnesota

Mike Pearson, Mayor

ATTEST:

Julie Johnson, City Clerk



STAFF REPORT

DATE: 9/18/2018

REGULAR

ITEM #: 19

MOTION

TO: City Council

FROM: Emily Becker, Planning Director

AGENDA ITEM: Boulder Ponds 4th Addition Developer Agreement

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

BACKGROUND:

The City Council approved the Boulder Ponds 4th Addition Final Plat and PUD Plans at its September 18, 2018 meeting. It was a condition of approval that the developer enter in to a Development Agreement with the City.

ISSUE BEFORE COUNCIL:

To approve Resolution 2018-109 approving the Developer's Agreement for Boulder Ponds 4th Addition.

PROPOSAL DETAILS/ANALYSIS:

One of the conditions of approval for the Boulder Ponds 4th Addition Final Plat specifies that the developer enter into a Developer's Agreement prior to the execution of the plat by City officials. The attached draft agreement is consistent with the City's developer agreement template. The key aspects of the agreement include the following components:

- That all improvements to be completed by October 31, 2019.
- That the developer provide a letter of credit in the amount of 125% of the total cost of the proposed improvements. The construction estimates provided have been reviewed by the City Engineer and found to be accurate. The necessary letter of credit to secure the construction activity and expenses will be \$488,881 for the 4th phase of the Boulder Ponds development.
- That the developer provide a cash deposit of \$133,500 for engineering administration and park dedication.

- That construction access be limited to Jade Trail North and that no construction traffic is permitted on other adjacent local streets or at any other location along Jade Trail North. Construction parking and related operations must be completed interior to the site and is not allowed to occur in the right-of-way without a right-of-way obstruction permit.
- In the event that the developer so requests, the City is to issue an estoppel certificate within 45 days stating whether or not it knows of any default, whether the declaration is in full force, and whether there are any sums due and owing by Developer to the City under the agreement.

FISCAL IMPACT:

The future financial impacts include sanitary sewer mains, watermains, surface water facilities (infiltration basin), landscaping improvements, erosion and sedimentation control, 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 at the time of building permit, and special assessments and parkland dedication will be due prior to the recording of the plat.

RECOMMENDATION:

Based on the above Staff Report, Staff is recommending that the City Council approve the Developer's Agreement for Boulder Ponds 4th Addition and that the Council direct the Mayor and Staff to execute this document once the financial security and cash requirements have been received. The suggested motion to adopt the Staff recommendation is as follows:

“Move to adopt Resolution 2018-109 , approving the developer’s agreement for the Boulder Ponds 4th Addition planned residential development.”

ATTACHMENTS:

1. Resolution 2018-109
2. Boulder Ponds 4th Addition Development Agreement

(reserved for recording information)

DEVELOPMENT AGREEMENT

(Public sewer and water)

Boulder Ponds 4th Addition

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

1. REQUEST FOR PLAT APPROVAL. The Developer has asked the City to approve a plat for Boulder Ponds 4th 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 180 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 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;
- B. this Agreement has been executed by the Developer and the City;
- C. the required Security (as hereinafter defined) have been received by the City from or on behalf of the Developer;
- D. final construction plans and specifications have been submitted by the Developer and approved by the City Engineer;
- E. 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;
- F. the Developer has paid any outstanding assessments and taxes for the property or property being deeded to the City;
- G. the Developer has fulfilled any park dedication requirements as specified under this Agreement;
- H. 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;
- I. the Developer has provided the City with a certificate of insurance required by this Agreement;

- J. 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;
- K. the final plat has been recorded with Washington County;
- L. a title insurance policy has been issued in the amount of \$100,000 in favor of the City insuring the City's interest as they appear on the plat; and
- M. 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, 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-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. Underground private utilities;
- F. Landscaping;
- G. Tree preservation and reforestation; and
- H. 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 34 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, 2019. 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.

12. MAINTENANCE DURING CONSTRUCTION. The Developer shall be responsible for all maintenance of the Subdivision Improvements 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. Jade Trail North and Hudson Boulevard must remain open to traffic at all times unless a right-of-way obstruction permit is obtained from the City. The Developer shall be responsible for keeping streets within and outside of 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 and on a daily basis during heavy tracking days.

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 AND PARKING. Construction traffic access and egress for all work on the site including grading, utility construction, building construction, and Subdivision Improvements is restricted to access the Subdivision via Jade Trail North at the designated rock construction entrance per the approved erosion control plans. No construction traffic is permitted on other adjacent local streets or at any other location along Jade Trail North.

All construction parking, and loading and unloading of equipment and supplies must be completed interior to the Subdivision and is not allowed to occur within any public right-of-way without a right-of-way obstruction permit.

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, and watermain 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. 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.

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. The two 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 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 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 areas 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.”

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 pay a cash contribution of \$123,500 in satisfaction of the City's park dedication requirements. The amount of the cash contribution was calculated as follows: 10 percent of the agreed-to purchase price of the property for \$1,235,000.

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 payable and collected by the City at the time the building permit is issued for the building.

The water availability charge (WAC) in the amount of \$3,000.00 per REC shall payable and collected by the City at the time the building permit is issued for the building.

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 the building.

24. 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, and storm sewer are 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. 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.
- C. 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.
- D. 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.

25. 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.

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

- A. Implementation of the recommendations listed in the August 16, 2018, Engineering memorandum.
- B. The Developer must obtain a sign permit from the City Building Official prior to installation of any subdivision identification signs.

27. 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 any covenants and restrictions, if applicable, 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.

28. 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.

29. 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.

30. 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.

31. 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 the Subdivision 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 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 sod, trees, and landscaping is two years from the date of final written City acceptance of the installation.

32. 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 \$488,881. 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.

33. 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 \$133,125, 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 \$71,742 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 \$101,527 may be released when the storm sewer has been installed and tested, and has 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.
 3. Construction Categories 6-10 and 14-17: The amount of \$22,781 may be released when all remaining Developer's obligations under this Agreement have been completed including: (1) iron monuments for lot corners have been installed, if required; (2) all financial obligations to the City satisfied; (3) 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 \$70,205 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.
- C. 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.
- D. 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.

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.

34. 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:

Park Dedication:	\$123,500
Special Assessments Due:	\$0
City Engineering Administration Escrow:	\$10,000
TOTAL CASH REQUIREMENTS:	\$133,500

35. 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: 3601 18th Street South #103, St. Cloud, MN 56301. 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, Suite 101, Lake Elmo, Minnesota 55042.

36. 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.

37. 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.

38. 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.

39. 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.

40. 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.

41. ESTOPPEL CERTIFICATES. The City shall within forty five (45) days from receipt of a written request from the Developer, issue to the Developer an estoppel certificate stating, to the best of the City's knowledge:

- A. whether it knows of any default under this Agreement by the Developer and if there are known defaults, specifying the nature thereof;
- B. whether this Declaration is in full force and effect; and
- C. whether there are any sums due and owing by Developer to the City under this Agreement.

CITY OF LAKE ELMO

By: _____

Its: Mike Pearson
Mayor

By: _____
Its: Julie Johnson
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

TRIDENT DEVELOPMENT, LLC

By: _____

Its: _____

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____, day of _____,
20__, by _____, the _____ of Trident
Development, LLC, a Minnesota limited liability company on behalf of the company.

NOTARY PUBLIC

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

**MORTGAGEE CONSENT TO
DEVELOPMENT AGREEMENT**

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

**CONTRACT PURCHASER CONSENT TO
DEVELOPMENT AGREEMENT**

_____,
which/who has a contract purchaser's interest in all or part of the Property, the development of which is governed by the foregoing Development Agreement, hereby affirms and consents to the provisions thereof and agrees to be bound by 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 AGREEMENT**

Legal Description of Property Being Final Platted

Outlot B and Outlot C, Boulder Ponds, according to the recorded plat thereof, Washington County, Minnesota.

EXHIBIT B TO DEVELOPMENT AGREEMENT

List of Plan Documents

The following documents prepared by Carlson McCain constitute the Plans:

THOSE DOCUMENTS BY

AS FOLLOWS:

<u>SHEET</u>	<u>TITLE</u>	<u>REVISION DATE</u>
C1 of 9	Title Sheet	
C2 of 9	Existing Conditions & Removals Plan	
C3 of 9	Site & Sign Plan	
C4 of 9	Utility Plan	
C5 of 9	Grading, Drainage, & Erosion Control Plan	
C6 of 9	Stormwater Pollution Prevention Plan	
C7-C9 of 9	Details	
L1-L3 of L3	Landscape Plan	
SW1.0	SWPPP Existing Conditions	
SW1.1	SWPPP Proposed Conditions	
SW1.2	SWPPP Details	
SW1.3	SWPPP Narrative	

**EXHIBIT C TO
DEVELOPMENT AGREEMENT**

Subdivision Improvements Cost/Security Amount Estimate

<u>CONSTRUCTION CATEGORY</u>	<u>COST</u>	<u>125 percent</u>
1 <u>Grading</u>	\$106,500	\$133,125
2 <u>Sanitary Sewer</u>	\$11,120	\$13,900
3 <u>Watermain</u>	\$65,405	\$81,756
4 <u>Storm Sewer (includes pond structures and outfall pipes)</u>	\$79,300	\$99,125
5 <u>Streets and Sidewalks</u>	\$28,995	\$36,244
6 <u>Trails</u>	\$NA	\$NA
7 <u>Surface Water Facilities</u>	\$NA	\$NA
8 <u>Street Lighting</u>	\$NA	\$NA
9 <u>Street and Traffic Signs</u>	\$NA	\$NA
10 <u>Private Utilities</u>	\$NA	\$NA
11 <u>Landscaping Improvements</u>	\$74,885	\$93,606
14 <u>Monuments</u>	\$600	\$750
15 <u>Erosion and Sedimentation Control</u>	\$19,300	\$24,125
17 <u>Developer's Record Drawings</u>	\$5,000	\$6,250
<u>TOTALS</u>	\$391,105	\$488,881

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, 3880 Laverne Ave. N., Suite 101, 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: _____

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

RESOLUTION NO. 2018-109

*A RESOLUTION APPROVING THE DEVELOPER'S AGREEMENT FOR BOULDER PONDS
4TH ADDITION*

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

WHEREAS, Trident Development, LLC, 3601 18th Street South #103, St. Cloud, MN 56301 ("Applicant") has previously submitted an application to the City of Lake Elmo ("City") for a Final Plat for Boulder Ponds; and

WHEREAS, the Lake Elmo City Council considered and approved the Preliminary Plat request for Boulder Ponds at a meeting held on September 16, 2014; and

WHEREAS, The Lake Elmo City Council adopted Resolution No. 2018-108 on September 18, 2018 approving the Final Plat for Boulder Ponds 4th Addition; and

WHEREAS, A condition of said Resolution No. 2018-108 establishes that, prior to the execution of the Final Plat by City officials, the Applicant is to enter into a Developer's Agreement with the City; and

WHEREAS, the Applicant and City have agreed to enter into such a contract, and a copy of the Developer's Agreement was submitted to the City Council for consideration at its September 18, 2018 meeting.

NOW, THEREFORE, based on the information received, the City Council of the City of Lake Elmo does hereby approve the Developer's Agreement for Boulder Ponds 4th Addition and authorizes the Mayor and City Clerk to execute the document.

Passed and duly adopted this 18th day of September, 2018 by the City Council of the City of Lake Elmo, Minnesota.

Mike Pearson, Mayor

ATTEST:

Julie Johnson, City Clerk



STAFF REPORT

DATE: 9/18/2018

REGULAR

ITEM #: 20

MOTION

TO: City Council
FROM: Emily Becker, Planning Director
AGENDA ITEM: Conditional Use Permit for River Valley Church
REVIEWED BY: Ben Prchal, City Planner

BACKGROUND:

The City has received an application for a conditional use permit to allow the expansion of a non-conforming use of a place of worship within the Public and Quasi-Public Open Space. River Valley Church is non-conforming in that there is no conditional use permit for the property, and places of worship are conditional uses in the Public and Quasi-Public Open Space district in which the subject property is located.

ISSUE BEFORE COUNCIL:

The Planning Commission is being asked to consider the request for approval of the conditional use permit for River Valley Church.

PROPOSAL DETAILS/ANALYSIS:

Applicants: River Valley Christian Church, 5900 Lake Elmo Avenue North, Lake Elmo, MN 55042

Property Owners: River Valley Christian Church, 5900 Lake Elmo Avenue North, Lake Elmo, MN 55042

Location: PART NE1/4-NE1/4 BEING E 787FT OF N 657.77FT OF NE1/4-NE1/4 MEAS AT RT ANG TO E & N LINES OF SD NE1/4-NE1/4 RESPECTIVELY SUBJ TO EASE SECTION 02 TOWNSHIP 029 RANGE 021, PID# 02.029.21.11.0002

Request: Conditional Use Permit for a place of worship

<i>Existing Land Use:</i>	Place of worship
<i>Existing Zoning:</i>	PF – Public and Quasi-Public Open Space
<i>Surrounding Land Use / Zoning:</i>	North – Hwy 36 and Grant; South – Discover Crossing with outlot directory to the south (Rural Residential); East – Agricultural; West – Discover Crossing outlot (Rural Residential)
<i>Comprehensive Plan Guidance:</i>	Public/Park
<i>History:</i>	The City approved a Site and Plan review for the church in April of 1996, and the church was built in the same year with approval of Case No. PR/96-11. In 2003, the City approved a site plan and variance for the church in order to allow a parking lot expansion which did not meet the minimum buffer requirement for properties of such size within the Public and Quasi Public zoning district of 100 feet (the proposed parking lot was 50 feet from the south of the property line and the existing parking lot was 30 feet from the southern property line) with Resolution 2003-096
<i>Deadline(s) for Action:</i>	Application Complete – 8/23/2018 60 Day Deadline – 10/22/2018 Extension Letter Mailed – No 120 Day Deadline – N/A
<i>Applicable Regulations:</i>	§154.210 – Off-Street Parking Article XIV: Public and Semi-Public Districts

Request. A place of worship is a conditional use in the Public and Quasi-Public Open Space district. River Valley Church received a Site Plan approval for the church in 1996 as previously mentioned in this report, but a conditional use permit was never obtained, as the use was considered permitted at that time. The Public and Quasi-Public Open Space ordinance was adopted in September of 2000, and this ordinance required conditional use permits for places of worship and set forth certain standards for such a use as well as other district requirements that are in place today. A variance and site plan review was then approved in 2003, but Staff at that time never required that the use obtain a conditional use permit. Because the property does not have a conditional use permit as is required by the Zoning Code, the use is considered legal non-conforming. The City’s ordinance states that the lawful use of a building or structure may continue, but that the continuation of the non-conforming use does not include expansion. Since the applicant is requesting expansion of the non-conforming use, a conditional use permit must be obtained in order to bring the property in to compliance.

Use on Proposed Site. The 2,582 square foot addition to the existing church will add an education space. This is considered accessory to the church. There will also be a new sidewalk and stoop added. There are three to four staff in the building. Church hours are 9am to 5pm Monday through Friday and 8am to 6pm on Sunday with services beginning at 9:30am, and there are Wednesday meetings until 9pm.

Setback and Impervious Surface Requirements. The following table outlines how the proposed use adheres to the setback and impervious surface requirements of the Public and Quasi-Public Open Space District. The parking lot does not meet the minimum buffer requirement but was granted a variance, as previously mentioned, in order to do so.

Public and Quasi Public Open Space Zoning Standards		
Standard	Required	Proposed
Maximum Parcel Area	20 acres	11.88 acres (6.1 acre site excluding ROW easement)
Lot Width – Minimum	100 feet	Approximately 660 feet
Lot Depth – Minimum	150 feet	Approximately 782 feet
Maximum Height	50 feet	Approximately 39 feet
Maximum Impervious Coverage	35%	22.3%
Front Yard Setback – Building	100 feet buffer	Approximately 409 feet
Interior Side Yard Setback – Building	100 feet buffer	Approximately 144 feet
Rear Yard Setback - Building	100 feet buffer	Approximately 463 feet
Parking Lot Setback	100 foot buffer	30 feet (variance previously granted)

Standards for Places of Worship within the Public and Quasi-Public Zoning District. The following outlines standards for places of worship as outlined in the Public and Quasi-Public zoning district.

- a. Direct access is provided to a public street classified by the Comprehensive Plan as major collector or arterial;
 - *Staff Comment.* The site has direct access to Lake Elmo Avenue North (CSAH 17), which is a major collector as classified by the Comprehensive Plan.
- b. No use may exceed 235 gallons wastewater generation per day per net acre of land;
 - *Staff Comment.* It is unknown how much wastewater is generated, but it is assumed that there is no more than 235 gallons being generated.
- c. No on-site sewer system shall be designed to handle more than 5,000 gallons per day;
 - *Staff Comment.* The drainfield area is 8800 square feet and is existing.
- d. Exterior athletic fields shall not include spectator seating, public address facilities or lighting;
 - *Staff Comment.* There are to exterior athletic fields.
- e. No freestanding broadcast or telecast antennas are permitted. No broadcast dish or antenna shall extend more than 6 feet above or beyond the principal structure.
 - *Staff Comment.* There are no broadcast or telecast antennas, existing or proposed.

Parking Lot Requirements

- *Access to Parking Spaces.* The parking spaces are accessed by Lake Elmo Avenue North (CSAH 17) and have safe and efficient means of vehicular access to the parking space.
- *Maneuvering Area.* There is sufficient space to maneuver the parking lot so that cars do not need to back in to the street.
- *Surfacing and Drainage.* The majority of the parking lot is paved with a durable surface. A portion of the parking lot is gravel, however, this is an existing condition and was approved with the Site Plan Review process approved by PR/96-11 and Resolution 2003-096.
- *Marking of Parking Spaces.* Parking areas containing five or more spaces are required to be marked with painted lines at least four inches wide. The existing parking lot meets this requirement except for the gravel portion of the parking lot.
- *Curbing.* Open off-street parking areas designed to have head-in parking along the property line shall provide a bumper curb or barrier of normal height. The existing parking lot meets this requirement except for the gravel portion of the parking lot.
- *Accessible Parking.* The existing number of parking spaces is 129, of these, five are handicap – accessible, which meets the Americans with Disabilities Act (ADA) requirements.
- *Number of Parking Spaces.* The City’s parking requirements requires one space per six seats. The are 368 seats within the church, and so only 21 spaces would be required, though the applicant has provided 129. This requirement is met.

Parking Lot Screening Standards

- *Interior Parking Lot Landscaping.* At least 5% of the parking lot is devoted to islands or corner planting beds as is required per the City’s interior parking lot landscaping standards. Additionally, the number of trees required to be provided within these interior islands and corner beds is not met, as nine are required and there are ten existing.
- *Perimeter Parking Lot Landscaping.*

- *Frontage Strip.* A well-over five-foot wide frontage strip is provided between the parking area and street. There is also screening provided of the portion of the parking lot along Lake Elmo Avenue as shown below:



Landscape Plans. The applicant has submitted landscape plans showing the existing landscaping on the property. Since the site has already undergone a site plan review approved by the City, Staff does not recommend that the City review or require additional landscaping on the property.

Septic Drainfield. The existing drainfield is to the east of the existing building, and the proposed addition will not affect the drainfield. Staff has reached out to Washington County Public Health and Environment and has indicated that the system would need to be inspected and assessed by a Licensed Advanced SSTS Inspector to see if it can accommodate the additional wastewater flow generated by the additional classroom occupants. This person would calculate the additional flow, review the system and design, and based on that present an opinion on whether it could accommodate the flow.

Architectural Standards within the Public and Quasi-Public Open Space. The addition results in an increase of gross floor area of less than 100% and so is not subject to the Performance Standards set forth in Section 154.600 of the Zoning Code.

City Engineer Review. The City Engineer's review memo is attached to this report:

- The grading plan needs to be to scale and corrected and resubmitted for approval.
- No additional stormwater management is needed for the expansion.
- The memo states that a WAC determination should be made if the property is connected to City water, but based on their lack of a utility account, Staff has determined this is not necessary.
- A Washington County inspection compliance report should be submitted for the existing on-site wastewater system, and a wastewater management plan should be approved by Washington County to serve the building expansion if required.

Planning Commission Review. The Planning Commission held a public hearing and reviewed the request for a conditional use permit at its September 10, 2018 meeting. The Planning Commission added the condition that the plans must address the comments outlined in the City Engineer review memo regarding the request dated August 27, 2018. The Commission recommended approval of the conditional use permit 7-0.

Recommendation Findings. Staff recommends the following findings:

1. The proposed use will not be detrimental to or endanger the public health, safety, comfort, convenience or general welfare of the neighborhood or the city. ***The use will not be detrimental or in any way endanger the public health, safety, comfort***
2. The use or development conforms to the City of Lake Elmo Comprehensive Plan. ***The property is guided for Public/Park, in which a place of worship is a conditional use.***
3. The use or development is compatible with the existing neighborhood. ***The use is compatible with the existing neighborhood and has been in existence since 1996.***
4. The proposed use meets all specific development standards for such use listed in Article 7 of this Chapter. ***The use meets all specific development standards for such use as listed in Section 154.600L Public and Quasi-Public Open Space.***
5. If the proposed use is in a flood plain management or shoreland area, the proposed use meets all the specific standards for such use listed in Chapter 150, §150.250 through 150.257 (Shoreland Regulations) and Chapter 152 (Flood Plain Management). ***The property is located outside the 0.2% annual chance floodplain and shoreland area.***
6. The proposed use will be designed, constructed, operated and maintained so as to be compatible in appearance with the existing or intended character of the general vicinity and will not change the essential character of that area. ***The use is compatible in appearance with the existing and intended character of the general vicinity and will not change the essential character of the area, as it has existed for over twenty years.***
7. The proposed use will not be hazardous or create a nuisance as defined under this Chapter to existing or future neighboring structures. ***The use will not be hazardous or create a nuisance.***
8. The proposed use will be served adequately by essential public facilities and services, including streets, police and fire protection, drainage structures, refuse disposal, water and sewer systems and schools or will be served adequately by such facilities and services provided by the persons or agencies responsible for the establishment of the proposed use. ***The use will be adequately served by essential public facilities and services, including streets, police and fire protection, drainage structures, refuse disposal, water and sewer systems and schools.***
9. The proposed use will not create excessive additional requirements at public cost for public facilities and services and will not be detrimental to the economic welfare of the community. ***The use will not create excessive additional requirements at public cost nor will it be detrimental to the economic welfare of the community.***
10. The proposed use will not involve uses, activities, processes, materials, equipment and conditions of operation that will be detrimental to any persons, property or the general

welfare because of excessive production of traffic, noise, smoke, fumes, glare or odors.

The use will not excessively produce traffic, noise, smoke, fumes, glare or odors.

11. Vehicular approaches to the property, where present, will not create traffic congestion or interfere with traffic on surrounding public thoroughfares. ***Vehicular approaches to the property will not create and have not created traffic congestion or interfere with traffic. Traffic is limited to certain times and days of the weeks.***
12. The proposed use will not result in the destruction, loss or damage of a natural or scenic feature of major importance. **N/A**

Recommended Conditions of Approval. If the Council wishes to recommend approval, staff recommends the following conditions:

- 1) The applicant must obtain all other necessary City, State, and other governing body permits and approvals prior to the commencement of any construction activity on the parcel including but not limited to a revised grading plan and building permit.
- 2) All items outlined by the City Engineer in the memorandum addressing the River Valley Christian Church Conditional Use Permit dated August 27, 2018 shall be incorporated into these documents before they are approved.
- 3) The applicant must provide written documentation demonstrating adequate wastewater management facilities exist or are proposed to serve the expanded building use. This should include either a Washington County inspection compliance report for the existing on-site wastewater system or a wastewater management plan approved by Washington County to serve the proposed expansion if required.

FISCAL IMPACT:

None

OPTIONS:

The Council may:

- Approve the Conditional Use Permit with recommended findings and conditions of approval.
- Approve the Conditional Use Permit with amended findings and conditions of approval.
- Deny the Conditional Use Permit, citing findings for denial.

RECOMMENDATION:

Staff and the Planning Commission recommend approval of the River Valley Christian Church Conditional Use Permit:

“Move to adopt Resolution 2018-110 approving the River Valley Church Conditional Use Permit with recommended findings and conditions of approval as drafted by Staff.”

ATTACHMENTS:

- Application and Narrative
- Plans
- City Engineer Review Memo dated August 27, 2018
- Resolution 2018-110 approving the River Valley Church Conditional Use Permit

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



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

LAND USE APPLICATION

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

Applicant: River Valley Christian Church
Address: 5900 Lake Elmo Ave N, Lake Elmo, MN 55042
Phone # 651-430-9950
Email Address: jon.neitzell@gmail.com

Fee Owner: River Valley Christian Church
Address: 5900 Lake Elmo Ave N, Lake Elmo, MN 55042
Phone # 651-430-9950
Email Address: jon.neitzell@gmail.com

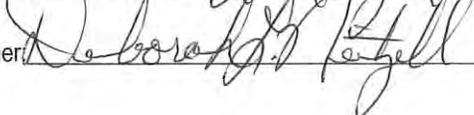
Property Location (Address and Complete (long) Legal Description): 5900 Lake Elmo Ave N, Lake Elmo, MN 55042
Part NE 1/4 - NE 1/4 being E 787 ft of N657.77 ft of NE 1/4 0 NE 1/4 Meas at rt angle to E & N lines of SD NE 1/4- NE 1/4
respectively subj to ease
Section 02 Township 029 Range 021

Detailed Reason for Request: 2584 sq ft addition to existing church building for 3 educational rooms.

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

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

Signature of applicant:  Date: 8/23/2018

Signature of fee owner:  Date: 8/23/2018

City of Lake Elmo Application for Conditional Use Permit
River Valley Christian Church

Item #2 Narrative

a. CONTACTS

Owner – River Valley Christian Church, 5900 Lake Elmo Avenue North, 651-430-9950

Pastor – Jon Neitzell, jon.neitzell@gmail.com

Architect – Steve Erban, Out of the Box Architecture, 11200 Stillwater Blvd, Ste 103, Lake Elmo, MN, steve@architectse.com, 651-748-1078, cell 612-801-7141

b. SITE DATA

Address – 5900 Lake Elmo Ave North

Current Zoning – PF

Parcel size – 266,478 sq ft /6.18

PID – 02.029.21.11.0002

Legal Description – PART NE1/4-NE1/4 BEING E 787FT OF N 657.77FT OF NE1/4-NE1/4 MEAS AT RT ANG TO E & N LINES OF SD NE1/4-NE1/4 RESPECTIVELY SUBJ TO EASE SECTION 02 TOWNSHIP 029 RANGE 021

c. HISTORY OF PROPERTY

Since 1980 the property was zoned for a church. It has always been used for a church.

d. USE ON PROPOSED SITE

- i. The addition to the existing church will add education space. It will not adversely affect traffic or natural areas on the property or in the area.
- ii. There are 3 -4 church staff in the building. Church hours are 9-5 Monday – Friday, 8-6 on Sunday with Services beginning at 9:30 am, Wednesday meetings until 9 pm.

e. PROPOSED USE CONFORMITY & COMPATABILITY

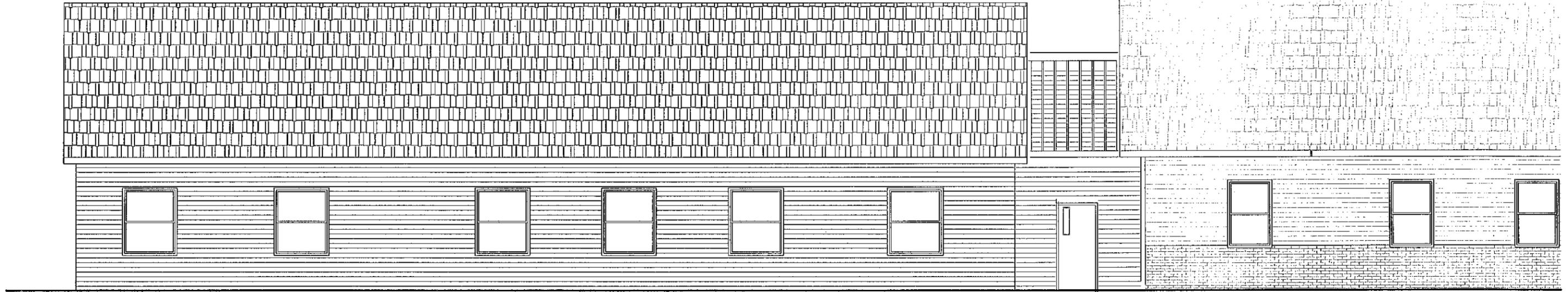
- i. The proposed addition will not be detrimental to the neighborhood or City. It will follow the current use of the property.
- ii. The proposed addition conforms to the City of Lake Elmo Comprehensive Plan
- iii. The proposed addition is compatible with the existing neighborhood.
- iv. The proposed addition meets development standards of the Zoning Code.
- v. The proposed addition is not in a flood plain or shoreline area.
- vi. The proposed addition is designed and will be constructed to be compatible with the existing building.
- vii. The proposed addition will not be hazardous or a nuisance to existing or future neighborhoods.
- viii. The proposed addition will be served adequately by existing public services.
- ix. The proposed addition will not create excessive additional requirements for public services and will not be detrimental to the economic welfare of the community.
- x. The proposed addition will not involve uses harmful to persons or property.
- xi. Vehicular approaches to the property will remain the same as existing.
- xii. The proposed addition will not affect and major natural or scenic features.

RIVER VALLEY CHRISTIAN CHURCH

5900 LAKE ELMO AVENUE NORTH

LAKE ELMO, MINNESOTA

EDUCATION ADDITION



SITE DATA

LOT SIZE 6.12 ACRES 226,478 SQ.FT.
 EXISTING PERVIOUS AREA 56,656 SQ.FT.
 NEW PERVIOUS AREA 2,814 SQ.FT.
 TOTAL EXISTING & NEW PERVIOUS AREA 59,470 SQ.FT.

IMPERVIOUS AREA/LOT SIZE PERCENTAGE RATIO

IMPERVIOUS AREA/LOT SIZE 22.3%
 GREEN AREA 77.7%

PARKING DATA

TOTAL EXISTING PARKING 129
 INCLUDES HCP PARKING 5
 REQUIRED PARKING
 368 WORSHIP OCCUPANTS/4= 92
 REQUIRED PARKING

BUILDING DATA

OCCUPANCY

EXISTING WORSHIP 252 SEATS
 WORSHIP STANDING 116 580 SF / 05
 EXISTING OFFICE 8 792 SF / 100
 EXISTING KITCHEN 2 360 SF / 200
 EXISTING DAYCARE 23 804 SF / 35
 EXISTING EDUCATION 64 1275 SF / 20
 NEW EDUCATION 98 1959 SF / 20
 TOTAL OCCUPANCY
 EXISTING & NEW 563

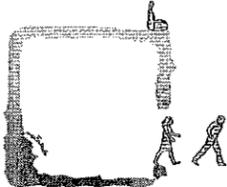
NEW BUILDING HEIGHT 23'0"

NEW BUILDING SIZE 2,582 SF

PLUMBING DATA

EXISTING FIXTURES

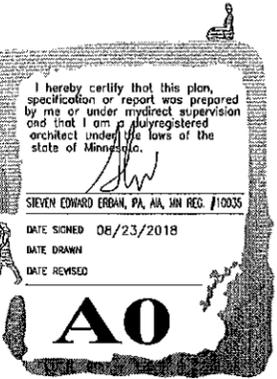
5 WOMEN TOILETS X 75 = 375
 2 WOMEN LAV X 200 = 400
 3 MEN TOILETS/URINAL X 150 = 450
 2 MEN LAV X 200 = 400
 USE WOMEN TOILETS 50% = 750 OCCUPANTS
 563 OCCUPANTS < 750 REQUIRED OCCUPANTS



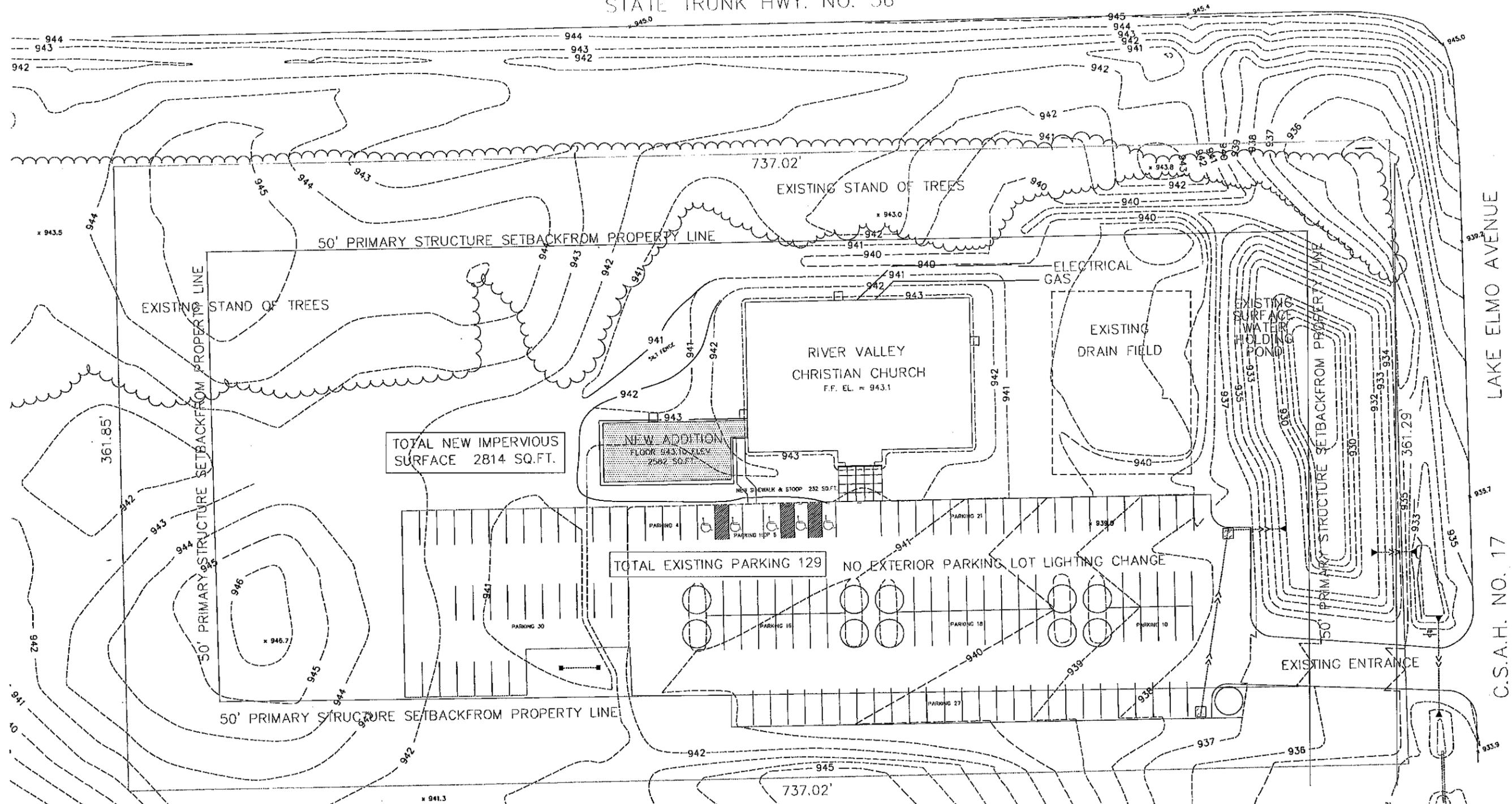
out of the box architecture
 suite 103, 11200 stillwater blvd lake elmo, minnesota 55042
 phone: 651 748 1078 fax: 651 748 1272



RIVER VALLEY CHRISTIAN CHURCH Lake Elmo, Minnesota



STATE TRUNK HWY. NO. 36

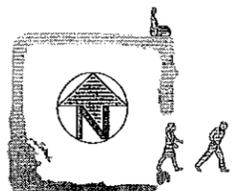


LAKE ELMO AVENUE
C.S.A.H. NO. 17

SITE DATA 5900 LAKE ELMO BLVD LAKE ELMO, MINNESOTA PF ZONING
 PARCEL NUMBER: 02.029.21.11.0002 CLASS: EXEMPT LEGAL DISCRIPTION: PART NE1/4-NE1/4 BEING E 787 FT OF N 657.77 OF NE1/4-NE1/4
 MEAS AT RT ANG TO E & N LINES OF DS NE1/4-NE1/4 REESPECTIVELY SUBJ TO EASE SECTION 02 TOWNSHIP 029 RANGE 021

LOT SIZE	6.12 ACRES	226,478 SQ.FT.	IMPERVIOUS AREA/LOT SIZE PERCENTAGE RATIO
EXISTING PERVIOUS AREA	56,656 SQ.FT		IMPERVIOUS AREA/LOT SIZE 22.3%
NEW PERVIOUS AREA	2,814 SQ.FT.		GREEN AREA 77.7%
TOTAL EXISTING & NEW PERVIOUS AREA	59,470 SQ.FT.		

BACKGROUND INFORMATION AND TOPOGRAPHIC SURVEY PROVIDED BY PIONEER ENGINEERING 2422 ENTERPRISE DRIVE MENDOTA HEIGHTS, MN 55120



out of the box architecture
 suite 103, 11200 stillwater blvd lake elmo, minnesota 55042
 phone: 651 748 1078 fax: 651 748 1272



RIVER VALLEY CHRISTIAN CHURCH Lake Elmo, Minnesota

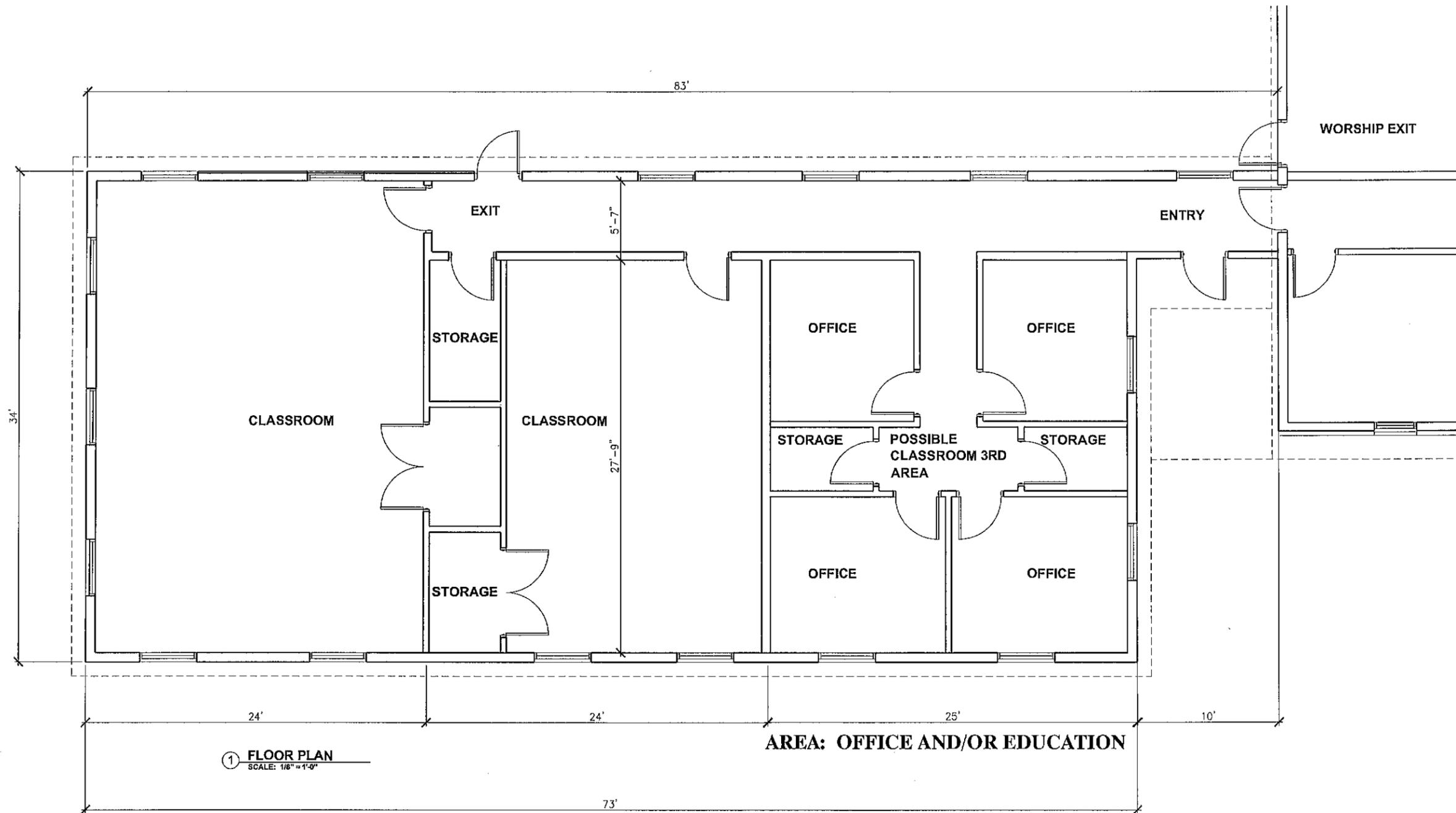
SITE PLAN & GRADING PLAN SCALE 1" = 50'-0"

I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly registered architect under the laws of the state of Minnesota.

STEVEN EDWARD TRUMB, P.A., M.N. REG. #19035

DATE SIGNED 08/23/2018
 DATE DRAWN
 DATE REVISED

A1



PARKING

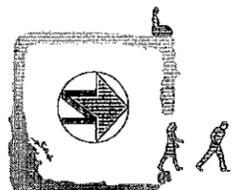
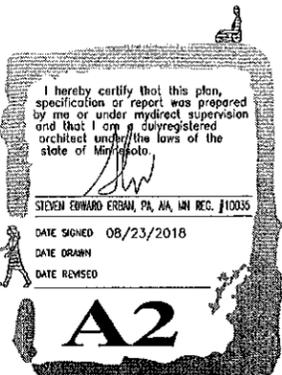
BUILDING DATA

NEW BUILDING SIZE 2,582 SF

OCCUPANCY

NEW EDUCATION 98 1959 SF /20

NOTE: EAST SIDE OF BUILDING MAY BE USED FOR OFFICE
OFFICE OCCUPANCY IS 1 PERSON PER 100 SF
20 SF PER PERSON IS BEING CALCULATED TO ALLOW
EDUCATION IF REQUIRED

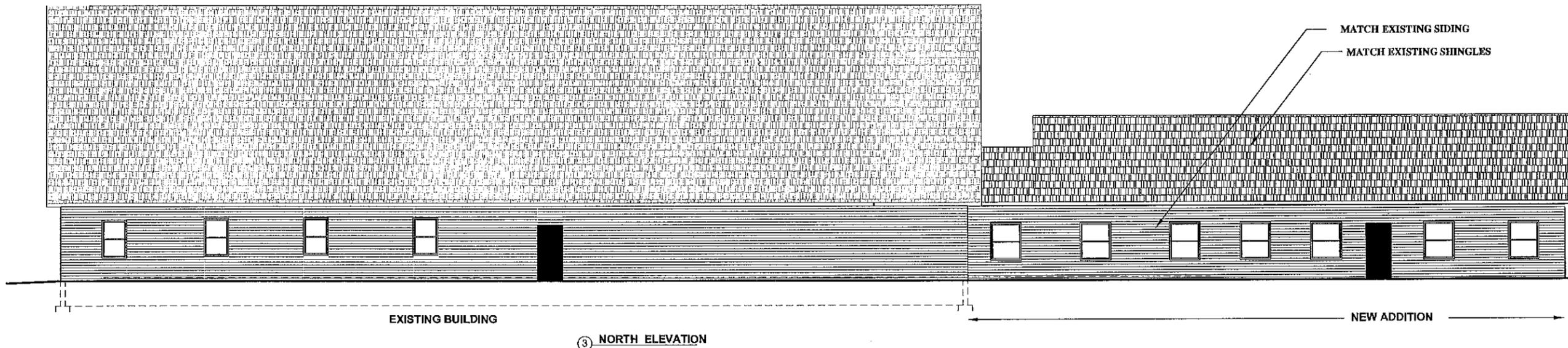
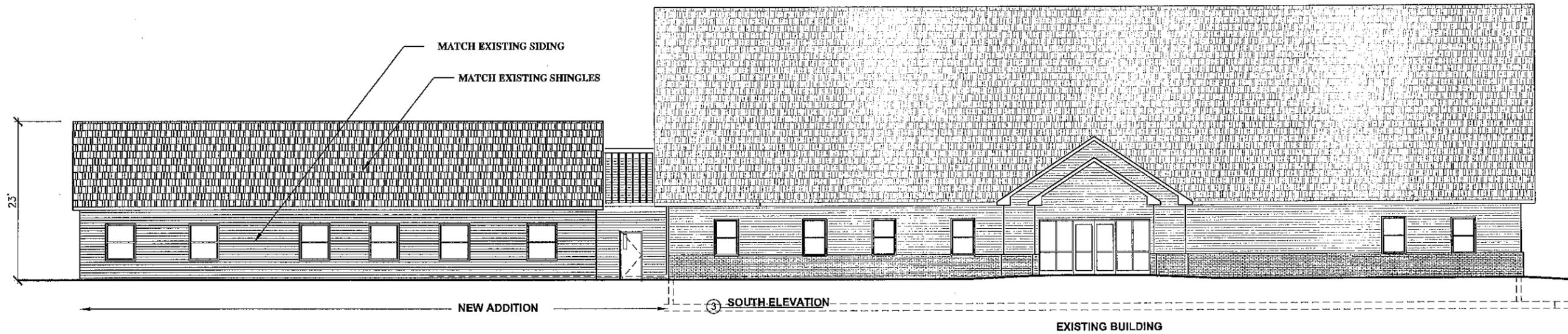
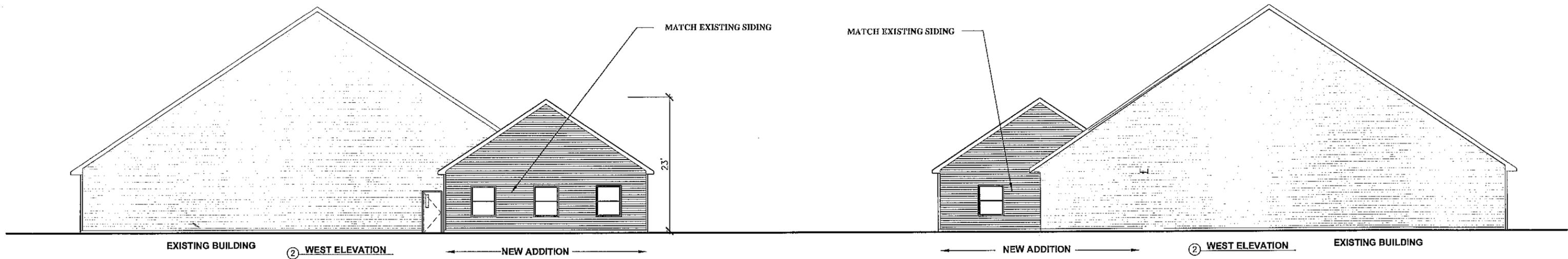


out of the box architecture
suite 103, 11200 stillwater blvd lake elmo, minnesota 55042
phone: 651 748 1078 fax: 651 748 1272



RIVER VALLEY CHRISTIAN CHURCH Lake Elmo, Minnesota

FLOOR PLAN SCALE 1/8" = 1'-0"

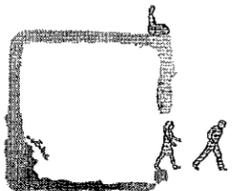


I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly registered architect under the laws of the state of Minnesota.

[Signature]
 STEVEN EDWARD ERDMAN, P.A., ARCH. REG. #10035

DATE SIGNED 08/23/2018
 DATE DRAWN
 DATE REVISED

A3



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 phone: 651 748 1078 fax: 651 748 1272



RIVER VALLEY CHRISTIAN CHURCH Lake Elmo, Minnesota

ELEVATIONS SCALE 1/8" = 1'0"

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: August 27, 2018

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

Re: River Valley Church Addition
Engineering Site Plan Review

A Site Plan engineering review has been completed for the River Valley Church Addition located at 5900 Lake Elmo Avenue at the intersection of Lake Elmo Avenue and Trunk Highway 36. The submittal consisted of the following documentation prepared by Out of the Box Architecture, received on August 27, 2018:

- River Valley Church Education Center Plans, A0-A3, L1, dated August 23, 2018.
-

Engineering review comments are as follows:

1. The Site Plan and Grading Plan scale are not correct. The plan scale should be corrected and resubmitted.
2. Engineering did not review zoning requirements, setbacks, impervious surface requirements or parking requirements.
3. Stormwater Management. The proposed improvements appear to consist of a building expansion with sidewalk and stoop, creating 2814 sq. ft. of new impervious surface. No additional storm water management is needed as the new impervious surface is below the City Storm Water Management Plan requirements of 1 acre and below the VBWD threshold of 6,000 Sq. ft. Runoff from the new impervious surfaces will be directed to an existing on-site storm water pond.
4. City Water. There is an existing 16-inch trunk watermain located along the west ditch of Lake Elmo Avenue, directly adjacent to the River Valley property. The trunk main is not shown on the plans. If the Church is served by City water, a WAC determination should be made to determine the added WAC/Connection charges to accommodate the expansion.
5. Private Sewer. The River Valley Church is served by a private on-site wastewater treatment system. Any building expansion should be contingent upon the applicant providing written documentation demonstrating adequate wastewater management facilities exist or are proposed to serve the expanded building use. Documentation should include 1) a Washington County inspection compliance report for the existing on-site wastewater system, and 2) a wastewater management plan approved by Washington County to serve the proposed building expansion.

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

RESOLUTION 2018-110

*A RESOLUTION APPROVING A CONDITIONAL USE PERMIT FOR A PLACE OF WORSHIP
FOR RIVER VALLEY CHRISTIAN CHURCH FOR THE PROPERTY LOCATED AT 5900 LAKE
ELMO AVENUE NORTH*

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

WHEREAS, River Valley Church, 5900 Lake Elmo Avenue North, Lake Elmo, MN 55042 (the “Applicant”) has submitted an application to the City of Lake Elmo (the “City”) for a Conditional Use Permit for a place of worship for the property located at 5900 Lake Elmo Avenue North (PID# 02.029.21.11.0002) (the “Property”); and

WHEREAS, notice has been published, mailed and posted pursuant to the Lake Elmo Zoning Ordinance, Section 154.102; and

WHEREAS, the Lake Elmo Planning Commission held a public hearing on said matter on September 10, 2018; and

WHEREAS, the Lake Elmo Planning Commission has submitted its report and recommendation to the City Council as part of a Staff Memorandum dated September 10, 2018, and

WHEREAS, the City Council considered said matter at its September 18, 2018 meeting; and

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

FINDINGS

- 1) That the procedures for obtaining said Conditional Use Permit are found in the Lake Elmo Zoning Ordinance, Section 154.106.
- 2) That all the submission requirements of said Section 154.106 have been met by the Applicant.
- 3) That the proposed Conditional Use Permit includes the following components:
 - a) A Conditional Use Permit for a place of worship for the property located at 5900 Lake Elmo Avenue North.

- 4) That the place of worship has been in use since 1996, prior to adoption of City Ordinance requiring a conditional use permit for places of worship and so is non-conforming.
- 5) That the place of worship has requested to expand, and due to the City's Non-Conforming Uses, Building and Structures Article of the Zoning Code, a property must be brought in to conformance with the Zoning Code if expanding.
- 6) That the Conditional Use Permit for a school district transportation center will be for the Property legally described as follows:

PART NE1/4-NE1/4 BEING E 787FT OF N 657.77FT OF NE1/4-NE1/4 MEAS AT RT ANG TO E & N LINES OF SD NE1/4-NE1/4 RESPECTIVELY SUBJ TO EASE SECTION 02 TOWNSHIP 029 RANGE 021

- 7) The use will not be detrimental or in any way endanger the public health, safety, comfort.
- 8) The property is guided for Public/Park, in which a place of worship is a conditional use.
- 9) The use is compatible with the existing neighborhood and has been in existence since 1996.
- 10) The use meets all specific development standards for such use as listed in Section 154.600L Public and Quasi-Public Open Space.
- 11) The property is located outside the 0.2% annual chance floodplain and shoreland area.
- 12) The use is compatible in appearance with the existing and intended character of the general vicinity and will not change the essential character of the area, as it has existed for over twenty years.
- 13) The use will not be hazardous or create a nuisance.
- 14) The use will be adequately served by essential public facilities and services, including streets, police and fire protection, drainage structures, refuse disposal, water and sewer systems and schools.
- 15) The use will not create excessive additional requirements at public cost nor will it be detrimental to the economic welfare of the community.
- 16) The use will not excessively produce traffic, noise, smoke, fumes, glare or odors.
- 17) Vehicular approaches to the property will not create and have not created traffic congestion or interfere with traffic. Traffic is limited to certain times and days of the weeks.

18) The use will not result in the destruction, loss or damage of a natural or scenic feature of major importance.

NOW, THEREFORE, BE IT FURTHER RESOLVED, that the Lake Elmo City Council hereby approves the request by River Valley Christian Church for a Conditional Use Permit for a place of worship with the following conditions of approval:

- 1) The applicant must obtain all other necessary City, State, and other governing body permits and approvals prior to the commencement of any construction activity on the parcel including but not limited to a revised grading plan and building permit.
- 2) All items outlined by the City Engineer in the memorandum addressing the River Valley Christian Church Conditional Use Permit dated August 27, 2018 shall be incorporated into these documents before they are approved.
- 3) The applicant must provide written documentation demonstrating adequate wastewater management facilities exist or are proposed to serve the expanded building use. This should include either a Washington County inspection compliance report for the existing on-site wastewater system or a wastewater management plan approved by Washington County to serve the proposed expansion if required.

Passed and duly adopted this 18th day of September 2018 by the City Council of the City of Lake Elmo, Minnesota.

Mike Pearson, Mayor

ATTEST:

Julie Johnson, City Clerk



STAFF REPORT

DATE: September 18, 2018

REGULAR

ITEM #: 21

MOTION

TO: Honorable Mayor and City Council
FROM: Sue Iverson – Finance Director
AGENDA ITEM: 2019 Budget Information – General Fund and Tax Levy
REVIEWED BY: Kristina Handt – City Administrator

INTRODUCTION:

In preparation for adoption of the preliminary tax levy in September, this memo addresses the following information: discussion on preliminary levy, assumptions being used to prepare the preliminary budget, tax levy, and a discussion on capital improvement funding. The City Council is required by law to adopt a Preliminary Levy for 2019 for Certification to Washington County by September 28, 2018. Once this levy is adopted and certified it cannot be increased, however it may be decreased before final adoption and certification in December.

ISSUE BEFORE THE COUNCIL:

- 1) What Preliminary Property Tax Levy would the City Council like to set for certification in September?
- 2) Public Hearing date for the 2019 Budget and Final Property Tax Levy will be set for Tuesday, December 4, 2018 at 7:00 p.m.

PRELIMINARY LEVY

At the August 28, 2018, City Council worksession, council directed staff to remove the \$30,000 for Family Means from the budget and to set the levy to increase the tax rate by 2% over the 2018 rate

Staff has prepared a budget that would increase the tax rate by 2% over the 2018 tax rate. As you can see from the table on the next page, the Pay 2018 rate was 22.4442% with an overall levy of \$3,596,601. The proposed tax rate for Pay 2019 would be 22.902% with an overall levy increase of \$593,236 to \$4,189,837.

*****PLEASE NOTE THESE ARE ESTIMATES USING NUMBERS FROM THE COUNTY*****

Item		Actual Pay 2018 (A)	Proposed Pay 2019 (B)	% Change (C)
1. Levy before reduction for state aids		\$3,596,601	\$4,189,837	16.5%
2. State Aids	-	\$0	\$0	0.0%
3. Certified Property Tax Levy	=	\$3,596,601	\$4,189,837	16.5%
4. Fiscal Disparity Portion of Levy	-	\$149,615	\$199,221	33.2%
5. Local Portion of Levy	=	\$3,446,986	\$3,990,616	15.8%
6. Local Taxable Value	÷	15,359,350	17,424,380	13.4%
7. Local Tax Rate	=	22.442%	22.902%	2.0%
8. Market Value Referenda Levy		\$0	\$0	0.0%
9. Fiscal Disparity Portion of Levy (SDs only)	-	\$0	\$0	0.0%
10. Local Levy	=	\$0	\$0	0.0%
11. Referenda Market Value	÷	1,417,942,900	1,614,873,700	13.9%
12. Market Value Referenda Rate	=	0.00000%	0.00000%	0.0%

Below shows the impact to median valued home of \$396,964. The table shows both the increase resulting from the increase in market value of 3.7% and Fiscal Disparities (\$35.06), and the amount attributed to the proposed levy increase (\$17.91) for a total of \$52.97.

Taxable Market Value B/4 Credit	Homestead Exclusion Credit	Taxable Market Value	Tax Capacity		Taxing District Net Tax	Total Change	Impact from Market Shifts and Fiscal Disparities	Impact from Levy Increase
Pay 2019 MV X 0.988	76,000@.40% rem up to 413799 @.08	(D - E)	500,000@1.0% rem @ 1.25%		(B7 x G) + (B12 x D)	Annual Increase	Annual Increase	Annual Increase
Estimated Tax District rate as % of total rate:						Monthly incr.	Monthly incr.	Monthly incr.
150,000	23,740	126,260	1,263		\$289.25	\$19.05	\$ 1.59	\$5.72
396,964	1,513	395,451	3,955		\$905.77	\$52.97	\$ 4.41	\$17.91
350,000	5,740	344,260	3,443		\$788.52	\$46.59	\$ 3.88	\$15.60
500,000	-	500,000	5,000		\$1,145.10	\$62.95	\$ 5.25	\$22.65
750,000	-	750,000	8,125		\$1,860.79	\$112.56	\$ 9.38	\$36.81
							\$13.33	\$ 1.11
							\$35.06	\$ 2.92
							\$30.99	\$ 2.58
							\$40.30	\$ 3.36
							\$75.75	\$ 6.31

	2018	2019
GO 2009B	\$50,911	\$43,580
GO 2010A	61,206	59,356
GO 2010B	204,519	205,989
GO 2011A	73,254	76,719
GO 2012A		
GO 2012B	61,141	65,275
GO 2013A		
GO 2014A	203,045	203,885
GO 2015A	28,683	25,113
GO 2016A	189,419	189,419
GO 2017A	341,610	346,598
Total Debt Levies	\$1,213,788	\$1,215,932
General Fund	\$2,382,813	\$2,973,905
Total Levy	\$3,596,601	\$4,189,837

The overall City levy is made up of the General Fund Operating Levy and the Debt Levies. The table to the left shows the Actual 2018 levy and the Proposed 2019 levy if the tax rate were increased by 2%.

Note: the 2019 General Fund budget includes \$610,076 in transfers to the Vehicle Replacement Fund to reduce future borrowing and debt for equipment and vehicle purchases, meaning, after 2019, if the Vehicle Replacement Fund continues to be funded, the City will not have to borrow for equipment.

OPERATING BUDGETS

Salary and Benefits

The 2019 preliminary budget is currently being prepared assuming a 2.5% cost-of-living adjustment (COLA) for non-union staff and 3.0% COLA for union staff with no other changes to the compensation policies, step and grade system. Medical benefits are estimated to increase by 6%. A contingency of \$54,892 has been built into the budget for increases that might occur before final adoption that are currently unknown.

General Fund

Revenues are largely increased due to the proposed operating levy for the General Fund. Since the City is in an expansion phase we have projected a conservative estimate for building permits, planning, and zoning fees. Cable franchise revenues are increasing as the City builds out. State Fire Aid and Municipal State Aids (MSA) for road maintenance are based on the current estimates done this year. Tower Rent has increased as we have two additional leases and current lease increases.

The Mayor and Council budget remains fairly flat with the exception of some IT expenses. Communications shows a reduction of which \$33,700 is expenditures for IT that are reallocated throughout the budget to the proper departments.

Finance has an overall decrease of 14.41% as a result of hiring a full-time Finance Director as

General Fund Expenditures

Assessing Services	\$28,150
Elections	-8,500
Finance Director	103,677
Finance Consultant	-105,150
Finance software costs	-16,682
Comprehensive Plan	-31,000
Keats Ave Turn Lane	70,000
Sheriff's contract	37,093
Building Inspector change	-20,604
Sealcoating & Crack Sealing	165,000
Sunfish Management	10,000
Mowing Contracts	58,000
Snow removal sidewalks	10,000
Fund balance to Vehicle Fund	100,000
Budget transfer to Vehicle Fund	75,000
Additional transfer to Vehicle Fund	435,076
Contingency	54,892
Miscellaneous	<u>-34,677</u>
	\$930,275

General Fund Revenues

Property Tax Levy	\$771,207
Fiscal Disparities	49,606
Building/Mechanical Permits	77,000
State Fire Aid	13,000
MSA Maintenance	16,166
Planning & Zoning Fees	15,005
Cable Franchise Revenue	17,000
Tower Rent	55,148
Miscellaneous	<u>-13,857</u>
	\$1,000,275

opposed to contracting with a consultant, and elimination of the one-time software costs in 2018 for the software conversion. The most notable change in Planning & Zoning is the decrease of \$31,000 as the result of completing the Comprehensive Plan.

Keats Ave Turn Lane has been added in Engineering. The Sheriff's contract increased 5.58%.

Building Inspections had an additional Inspector in the 2018 budget, but since that position has not been filled, staff has reevaluated and changed this for 2019 to reflect a part-time position. A new vehicle for Building Inspections had previously been budgeted for 2018 and has been moved to 2019.

Public Works is comprised of Streets (General Fund), Parks (General Fund), Water, Sewer, and Storm Water. An additional employee

has been added to the budget consistent with the consultant recommendation from 2016, but has been spread across all funds. Staff reevaluated the Public Works employees' time cards and has changed the allocation of salaries and benefits to more accurately reflect costs in the proper departments. \$10,000 has been budgeted for Sunfish Lake Park Management and \$58,000 has been budgeted for mowing contracts.

The Finance Committee recommended that a Vehicle Replacement Fund be established with \$100,000 from the General Fund Balance and \$75,000 as a budgeted transfer from Fire, Streets, and Parks & Recreation. Additional funds of \$435,076 from the tax levy not needed for the operating budget is also being placed into this fund, thus reducing the need to bond for equipment in the future.

FINANCIAL MANAGEMENT PLAN

Per direction from the City Council, staff has prepared the forecast keeping the City's Tax Rate at a 2% increase through 2022. This was done to deal with the concerned of fluctuating tax rates in the original 10 year projections, especially in year 2023 when the new City Hall/Fire Station costs/debt would be added to the tax rolls. This stabilizes the increases much like you would do with utility rates. This provides several benefits:

1. The tax increase is a steady increase of 3.6% or about \$33-\$36 a year (2020 – 2022) and 5.2% or \$52-\$56 a year (2023 – 2024) on the median valued home (projecting a 1.5% market value increase each year).
2. The plan shows that existing homeowners would be paying for the normal increases in the budget and costs due to inflation (as the City is estimating expenses increasing by 4% per year) while new development would be paying for the increased costs in services and equipment due to development as these have been worked into the plan as well as current expenses.
3. The costs of the new City Hall and Fire Station are minimized to current residents as the impact would be about 5.2% increase or \$52-\$56 on the median valued home in 2023 and 2024.
4. Additional reserves would be accumulating to assist with future equipment expenses, thus eliminating the need to borrow or bond, thus growing our fund balances to maintain reserve levels to achieve favorable bond ratings. (The fund balance reserve is calculated using the percent of the current year's operating budget less transfers, so as the budget grows so will the required reserves to meet this level. The reserves can be an accumulation of all governmental funds excluding the enterprise funds, it is not just the general fund reserves.) So placing funds in the Vehicle Replacement Fund rather than leaving them in the Undesignated General Fund Balance shows greater transparency on what the reserves will be used for and does not hurt our chances for a favorable bond rating.

5. In looking at the tax rate in 2014 of 27.761% the forecast shows that the tax rate thru 2029, even with the proposed increase of 2% for 2019 - 2022 and the City Hall/Fire Station will still not be at the 2014 level. The City continues to compare favorably to other cities and taxing jurisdictions in Washington County when looking at 2018 tax rates.
6. As these forecasts are high level indications of what is planned at this point, they will constantly be monitored and changes based on decisions and economic factors as they occur. They are meant to provide a look into the future to better assist in making decisions and policy based on our long-range plans. Out years after 2024 will need refining to help build reserve funds to pay for maintaining infrastructure and repairs and minimize the need for bonding as once development slows, the City will need to have reserves for these purposes.

Washington County Tax Rates		
Rank	Taxing Authority	2018
1	Landfall	80.743
2	Hastings	60.964
3	Newport	58.736
4	Marine	55.060
5	Oak Park Heights	54.462
6	Stillwater	53.790
7	Willernie	49.748
8	Lake St. Croix Beach	47.497
9	St. Paul Park	42.591
10	Forest Lake	41.871
11	Cottage Grove	40.583
12	Oakdale	38.544
13	Lakeland	36.540
14	Hugo	36.330
15	Bayport	36.017
16	Scandia	35.058
17	Mahtomedi	33.972
18	Woodbury	33.670
19	Afton	32.255
20	Birchwood	24.904
21	Lakeland Shores	24.653
22	St. Mary's Point	22.517
23	Lake Elmo	22.442
24	Grey Cloud Island	21.834
25	Stillwater Township	21.759
26	White Bear Lake	19.058
27	Dellwood	14.614
28	Grant	13.907
29	Baytown Township	13.730
30	Denmark Township	11.063
31	May Township	10.832
32	Pine Springs	8.730
33	West Lakeland Township	8.157

FISCAL IMPACT:

The proposed budgets and tax levy will help support necessary city services to be provided in 2019. In addition, consideration of the impact of the decisions made today will help the City plan for the future with the goal of sound fiscal management.

OPTIONS:

- 1) Adopt Resolution 2018-104 Approving the 2019 Preliminary General Fund Budget, 2019 Preliminary Property Tax Levy, and Setting Public Hearing Date for the 2019 Budget and 2019 Property Tax Levy for Tuesday, December 4, 2018 at 7:00 p.m.
- 2) Amend and then adopt Resolution 2018-104 Approving the 2019 Preliminary General Fund Budget, 2019 Preliminary Property Tax Levy, and Setting Public Hearing Date for the 2019 Budget and 2019 Property Tax Levy for Tuesday, December 4, 2018 at 7:00 p.m.
- 3) **Do not adopt Resolution 2018-104.**

RECOMMENDATION:

“Motion to approve Resolution 2018-104, approving the 2019 Preliminary General Fund Budget, 2019 Preliminary Property Tax Levy, and setting a Public Hearing date for the 2019 Budget and Property Tax Levy for Tuesday, December, 4, 2018 at 7:00 p.m.”

ATTACHMENTS:

- 2019 Preliminary General Fund Budget 9-18-18
- Draft Long-Range Financial Management Plan
- Resolution No. 2018-104 Approving the 2019 Preliminary General Fund Budget, 2019 Preliminary Property Tax Levy, and Setting Public Hearing Date for the 2019 Budget and 2019 Property Tax Levy for Tuesday, December 4, 2018 at 7:00 p.m.

**CITY OF LAKE ELMO
2019 PROPOSED BUDGET
SUMMARY**

		2018	General Fund 2019	Adopted 2018 to Proposed 2019	Dollar Change 2018 Adopt to 2019 Proposed	
<u>Account Number</u>	<u>Description</u>	<u>Adopted</u>	<u>Proposed</u>	<u>Percent Change</u>		<u>Comments</u>
General Fund Revenues:						
Total Taxes		\$ 2,382,813	\$ 3,203,626	34.45%	\$ 820,813	Property tax \$771,207, Fiscal Disparities \$49,606
Total Licenses and Permits		\$ 994,400	\$ 1,056,900	6.29%	\$ 62,500	Incr. in various permits, Fireplace, Siding, Roofing
Total Intergovernmental		\$ 238,026	\$ 267,835	12.52%	\$ 29,809	Incr. in Fire Aid and MSA Maintenance from State
Total Charges for Services		\$ 611,595	\$ 626,600	2.45%	\$ 15,005	Planning and Zoning Fees
Total Fines and Forfeits		\$ 49,000	\$ 49,000	0.00%	\$ -	
Total Investment Earnings		\$ 40,000	\$ 40,000	0.00%	\$ -	
Total Miscellaneous		\$ 160,900	\$ 233,048	44.84%	\$ 72,148	Incr. in Cable Franchise Rev. plus 2 new leases
Total General Fund Revenues:		\$ 4,476,734	\$ 5,477,009	22.34%	\$ 1,000,275	
General Fund Expenditures:						
1110 Mayor & Council						
Total Personnel		\$ 27,854	\$ 27,893	0.14%	\$ 39	
Total Materials and Supplies		\$ 330	\$ 3,526	968.48%	\$ 3,196	\$2,000 Council laptops (2), \$1,101 Email Support
Total Charges and Services		\$ 20,220	\$ 20,800	2.87%	\$ 580	
1110 Total Mayor & Council		\$ 48,404	\$ 52,219	7.88%	\$ 3,815	
1320 Administration						
Total Personnel		\$ 294,732	\$ 302,659	2.69%	\$ 7,927	Allocation Change for Deputy Clerk
Total Materials and Supplies		\$ 5,385	\$ 4,350	-19.22%	\$ (1,035)	
Total Charges and Services		\$ 218,020	\$ 241,351	10.70%	\$ 23,331	Assessing Services Incr. \$28,150, Legal Services decr. \$10,000, Codification \$5,000
Total Miscellaneous		\$ 600	\$ 1,791	198.50%	\$ 1,191	
1320 Total Administration		\$ 518,737	\$ 550,151	6.06%	\$ 31,414	
1410 Elections						
Total Personnel		\$ 7,500	\$ -	-100.00%	\$ (7,500)	No Election in 2019
Total Charges and Services		\$ 1,660	\$ 1,660	0.00%	\$ -	
Total Capital Outlay		\$ -	\$ -	#DIV/0!	\$ -	
Total Miscellaneous		\$ 1,000	\$ -	-100.00%	\$ (1,000)	No Election in 2019
1410 Total Elections		\$ 10,160	\$ 1,660	-83.66%	\$ (8,500)	
1450 Communications						
Total Personnel		\$ 40,620	\$ 43,920	8.12%	\$ 3,300	
Total Charges and Services		\$ 46,500	\$ 11,785	-74.66%	\$ (34,715)	Allocation change - now IT Costs allocated to each department based on use
1450 Total Communications		\$ 87,120	\$ 55,705	-36.06%	\$ (31,415)	
1520 Finance						

**CITY OF LAKE ELMO
2019 PROPOSED BUDGET
SUMMARY**

		2018	General Fund	Adopted 2018 to	Dollar Change	
		2019	2019	Proposed 2019	2018 Adopt to	
Account Number	Description	Adopted	Proposed	Percent Change	2019 Proposed	Comments
Total Personnel		\$ 33,624	\$ 137,301	308.34%	\$ 103,677	Hired new Finance Director
Total Materials and Supplies		\$ 975	\$ 1,175	20.51%	\$ 200	
Total Charges and Services		\$ 160,383	\$ 24,802	-84.54%	\$ (135,581)	Contract Service reduced due to hire of Finance Director
Total Miscellaneous		\$ 1,625	\$ 5,000	207.69%	\$ 3,375	
1520	Total Finance	\$ 196,607	\$ 168,278	-14.41%	\$ (28,329)	
1910	Planning & Zoning					
Total Personnel		\$ 203,930	\$ 214,424	5.15%	\$ 10,494	Salary incr. and Insurance Incr.
Total Materials and Supplies		\$ 800	\$ 500	-37.50%	\$ (300)	
Total Charges and Services		\$ 66,640	\$ 39,215	-41.15%	\$ (27,425)	Comprehensive Plan
Total Miscellaneous		\$ 200	\$ 200	0.00%	\$ -	
1910	Total Planning & Zoning	\$ 271,570	\$ 254,339	-6.34%	\$ (17,231)	
1930	Engineering Services					
Total Charges and Services		\$ 36,216	\$ 109,000	200.97%	\$ 72,784	Capital Outlay for Keats Ave Turn Lane
1930	Total Engineering Services	\$ 36,216	\$ 109,000	200.97%	\$ 72,784	
1940	City Hall					
Total Materials and Supplies		\$ 800	\$ 800	0.00%	\$ -	
Total Charges and Services		\$ 66,337	\$ 64,839	-2.26%	\$ (1,498)	Reduction in costs but added IT charges for City Hall previously in Communications
Total Miscellaneous		\$ 1,016	\$ 1,800	77.17%	\$ 784	
1940	Total City Hall	\$ 68,153	\$ 67,439	-1.05%	\$ (714)	
2100	Police					
Total Charges and Services		\$ 665,675	\$ 702,768	5.57%	\$ 37,093	Per Washington County
2100	Total Police	\$ 665,675	\$ 702,768	5.57%	\$ 37,093	
2150	Prosecution					
Total Charges and Services		\$ 44,996	\$ 45,792	1.77%	\$ 796	
2150	Total Prosecution	\$ 44,996	\$ 45,792	1.77%	\$ 796	
2220	Fire					
Total Personnel		\$ 401,803	\$ 433,742	7.95%	\$ 31,939	Wage Incr, POC pay rate change, retirement, workers comp
Total Materials and Supplies		\$ 35,375	\$ 37,925	7.21%	\$ 2,550	2 AEDs
Total Charges and Services		\$ 131,265	\$ 169,222	28.92%	\$ 37,957	IT costs now charged here - previously in Communications, 5 new computers - replacement, replace 2 portable radios
Total Capital Outlay		\$ -	\$ 9,438	#DIV/0!	\$ 9,438	Transfer to Vehicle Replacement Fund
Total Miscellaneous		\$ 2,000	\$ 2,000	0.00%	\$ -	
2220	Total Fire	\$ 570,443	\$ 652,327	14.35%	\$ 81,884	

**CITY OF LAKE ELMO
2019 PROPOSED BUDGET
SUMMARY**

		2018	General Fund 2019	Adopted 2018 to Proposed 2019	Dollar Change 2018 Adopt to 2019 Proposed	
<u>Account Number</u>	<u>Description</u>	<u>Adopted</u>	<u>Proposed</u>	<u>Percent Change</u>		<u>Comments</u>
2250	Fire Relief					
Total Charges and Services		\$ 47,000	\$ 60,000	27.66%	\$ 13,000	Pass Thru based on revenue received from State
2250	Total Fire Relief	\$ 47,000	\$ 60,000	27.66%	\$ 13,000	
2400	Building Inspection					
Total Personnel		\$ 369,228	\$ 348,624	-5.58%	\$ (20,604)	Replaced Full-time positions budgeted in 2018 (not filled) with a Part-Time position
Total Materials and Supplies		\$ 5,700	\$ 5,700	0.00%	\$ -	
Total Charges and Services		\$ 19,570	\$ 30,245	54.55%	\$ 10,675	IT charges now charged here - previously in Communications, Replace 3 computer desktops
Total Capital Outlay		\$ 24,000	\$ 24,000	0.00%	\$ -	
Total Miscellaneous		\$ 1,000	\$ 1,000	0.00%	\$ -	
2400	Total Building Inspection	\$ 419,498	\$ 409,569	-2.37%	\$ (9,929)	
2500	Emergency Communications					
Total Charges and Services		\$ 1,780	\$ 1,780	0.00%	\$ -	
2500	Total Emergency Communications	\$ 1,780	\$ 1,780	0.00%	\$ -	
2700	Animal Control					
Total Charges and Services		\$ 7,725	\$ 9,000	16.50%	\$ 1,275	
2700	Total Animal Control	\$ 7,725	\$ 9,000	16.50%	\$ 1,275	
3100	Streets					
Total Personnel		\$ 467,620	\$ 453,043	-3.12%	\$ (14,577)	Allocation changes and 1 additional worker
Total Materials and Supplies		\$ 154,850	\$ 166,600	7.59%	\$ 11,750	\$10,000 Forlift
Total Charges and Services		\$ 631,500	\$ 798,292	26.41%	\$ 166,792	Lake Elmo Ave Phase 3, Discover Bridge Crossing Street Maintenance
Total Capital Outlay		\$ 145,000	\$ 50,745	-65.00%	\$ (94,255)	Transfer to Vehicle Replacement Fund \$50,745, (\$145,000) decr. From purchases in 2018
Total Miscellaneous		\$ 1,800	\$ 1,000	-44.44%	\$ (800)	
3100	Total Streets	\$ 1,400,770	\$ 1,469,680	4.92%	\$ 68,910	
5200	Parks & Recreation					
Total Personnel		\$ 170,380	\$ 224,358	31.68%	\$ 53,978	Allocation changes and 1 additional worker
Total Materials and Supplies		\$ 13,800	\$ 18,300	32.61%	\$ 4,500	Fuel, Oil, and Fluids now being spread across all PW & Utility Dept.
Total Charges and Services		\$ 65,500	\$ 142,860	118.11%	\$ 77,360	Contracted Services for Sunfish Mgmt (GRG) \$10,000 and Mowing \$58,000
Total Capital Outlay		\$ 25,000	\$ 14,817	-40.73%	\$ (10,183)	\$14,817 Transfer to Vehicle Replacement Fund, (\$15,000) decr. In capital outlay from 2018
Total Miscellaneous		\$ 1,200	\$ 1,000	-16.67%	\$ (200)	
5200	Total Parks & Recreation	\$ 275,880	\$ 401,335	45.47%	\$ 125,455	
9000	Transfers					

**CITY OF LAKE ELMO
2019 PROPOSED BUDGET
SUMMARY**

		2018	General Fund 2019	Adopted 2018 to Proposed 2019	Dollar Change 2018 Adopt to 2019 Proposed	
<u>Account Number</u>	<u>Description</u>	<u>Adopted</u>	<u>Proposed</u>	<u>Percent Change</u>		<u>Comments</u>
Total Transfers		\$ -	\$ 535,076	#DIV/0!	\$ 535,076	\$100,000 use of fund balance transferred to Vehicle Replacement Fund per CIP, \$435,076 transfer to Vehicle Replacement Fund from 2019 Budget
9000	Total Transfers	\$ -	\$ 535,076	#DIV/0!	\$ 535,076	
9000	Contingency Reserve					
Contingency						
Total Contingency Reserve		-	54,892	#DIV/0!	\$ 54,892	reserve for increases that might occur before the final adopt that are currently unknown.
Total Contingency		\$ -	\$ 54,892	#DIV/0!	\$ 54,892	
9000	Total Contingency Reserve	\$ -	\$ 54,892	#DIV/0!	\$ 54,892	
Total General Fund Expenditures:		\$ 4,670,734	\$ 5,601,009	19.92%	\$ 930,275	
Total Gen Fund Revs. Over/(Under) Expenditures:		\$ (194,000)	\$ (124,000)	-36.08%		Use of Fund Balance Budgeted, \$100,000 to start Vehicle Replacement Fund, \$24,000 Building Insp Vehicle not replaced in 2018 but budgeted - moved to 2019
Totals by Category						
Personnel		\$ 2,017,291	\$ 2,185,964	8.36%	\$ 168,673	Incr. in wages and insurance. 1 additional employee PW and 3 additional PT Fire
Materials and Supplies		\$ 218,015	\$ 238,876	9.57%	20,861	\$10,000 Forklift, \$4,500 Fuel Oil & Fluids, \$2,550 2 AEDs, \$3,101 Council Computer/IT charges
Charges and Services		\$ 2,230,987	\$ 2,473,410	10.87%	242,423	Sunfish Mgmt (GRG), Lake Elmo Ave Phase 3, Discover Bridge Crossing, Assessing Services, Family Means
Capital Outlay		\$ 194,000	\$ 99,000	-48.97%	(95,000)	\$24,000 Building Insp Vehicle Budgeted in 2018 - not purchased - moved to 2019, 75,000 budgeted to transfer to Vehicle Replacement Fund per CIP
Miscellaneous		\$ 10,441	\$ 13,791	32.09%	3,350	\$3,375 charges in Finance not previously budgeted but charged (bank fees, wire transfer fees, account fees)
Transfers		\$ -	\$ 535,076	#DIV/0!	535,076	\$100,000 use of fund balance transferred to vehicle replacement Fund per CIP, \$435,076 transfer to Vehicle Replacement Fund from 2019 Budget
Contingency Reserve		\$ -	\$ 54,892	#DIV/0!	54,892	Reserve for possible law changes which may impact health insurance rates for 2019.
TOTALS:		\$ 4,670,734	\$ 5,601,009	19.92%	\$ 930,275	
Total by Function						
General Government		\$ 1,236,967	\$ 1,313,682	6.20%	\$ 76,715	
Public Safety		\$ 1,733,117	\$ 1,847,798	6.62%	\$ 114,681	
Public Works		\$ 1,255,770	\$ 1,418,935	12.99%	\$ 163,165	
Culture & Recreation		\$ 250,880	\$ 386,518	54.06%	\$ 135,638	
Capital Outlay		\$ 194,000	\$ 99,000	-48.97%	\$ (95,000)	
Transfers		\$ -	\$ 535,076	#DIV/0!	\$ 535,076	
Total		\$ 4,670,734	\$ 5,601,009	19.92%	\$ 930,275	

**CITY OF LAKE ELMO
2019 PROPOSED BUDGET**

Master Worksheet - All Budgets - REVISED

		2016	2017	2018	2018	2018	2019	Adopted 2018 to	
Account Number	Description	Actual	Actual	Adopted	YTD - Jun 2018	Projected	Proposed	Proposed 2019	Comments
								Percent Change	
General Fund Revenues:									
Taxes									
101-000-0000-31010	Current Ad Valorem Taxes	\$ 2,019,331	\$ 1,643,358	\$ 2,202,698	\$ 1,347,588	\$ 2,382,813	\$ 2,973,905	35.01%	
101-000-0000-31020	Delinquent Ad Valorem Taxes	13,546	18,313	15,000	13,864	15,000	15,000	0.00%	
101-000-0000-31030	Mobile Home Tax	14,366	17,547	15,000	-	15,000	15,000	0.00%	
	Delinquent Mobile Home Tax				3,145			#DIV/0!	
101-000-0000-31040	Fiscal Disparities	157,096	159,325	149,615	96,558	193,117	199,221	33.16%	
	Delinquent Fiscal Disparities				2,399			#DIV/0!	
101-000-0000-31050	Tax Abatement							#DIV/0!	
101-000-0000-31910	Penalty & Interest on Taxes	185	2,400	500	754	500	500	0.00%	
101-000-0000-31920	Forfeited Tax Sale Apportionment	-	269					#DIV/0!	
Total Taxes		\$ 2,204,524	\$ 1,841,212	\$ 2,382,813	\$ 1,464,308	\$ 2,606,430	\$ 3,203,626	34.45%	
Licenses and Permits									
101-000-0000-32110	Liquor License	7,025	8,300	8,300	200	8,300	8,300	0.00%	
101-000-0000-32180	Wastehauler License	1,560		1,000		1,000	1,000	0.00%	
101-000-0000-32181	General Contractor License	150			150		-	#DIV/0!	
101-000-0000-32183	Heating Contractor License	3,450	900				-	#DIV/0!	
101-000-0000-32210	Building Permits	902,690	1,146,350	800,000	500,865	787,714	800,000	0.00%	
101-000-0000-32211	Driveway Permits	10,190	19,390	17,500	10,980	17,460	15,000	-14.29%	
	Fireplace Permits				11,040	16,320	16,000	#DIV/0!	
101-000-0000-32220	Heating Permits	128,558	135,814	60,000	36,562	58,718	60,000	0.00%	
101-000-0000-32230	Plumbing Permits	92,752	107,948	60,000	35,802	57,084	60,000	0.00%	
	Pool Permits				750	900	1,000	#DIV/0!	
	Siding Permits				14,927	14,927	12,500	#DIV/0!	
	Roof Permits				60,022	60,022	50,000	#DIV/0!	
101-000-0000-32240	Animal License	1,900	1,875	2,000	1,200	1,500	-	-100.00%	Discontinue in 2019
101-000-0000-32250	Utility Permits	60,234	43,393	33,000	20,272	26,880	27,000	-18.18%	
101-000-0000-32260	Burning Permit	2,035	1,575	2,500	1,325	2,000	2,000	-20.00%	
101-000-0000-32270	Massage Therapy Licenses	75	100	100	200	200	100	0.00%	
101-000-0000-35101	Fire Sprinkler Alarm Fees	-		8,500	273	1,300	2,500	-70.59%	
	Fire Alarm Fees	-	12,273	1,500	470	1,500	1,500	0.00%	
Total Licenses and Permits		\$ 1,210,619	\$ 1,477,918	\$ 994,400	\$ 695,037	\$ 1,055,825	\$ 1,056,900	6.29%	
Intergovernmental									
101-000-0000-33418	MSA - Maintenance	123,433	122,883	135,561		144,502	151,727	11.93%	From City Engineer
101-000-0000-33420	State Fire Aid	59,136	61,147	47,000		47,000	60,000	27.66%	November receipt
101-000-0000-33422	PERA Aid	2,749	2,749	2,749		2,749	2,749	0.00%	July and December receipt.
101-000-0000-33426	Miscellaneous State Grants	8,367	19,406	4,820		4,820	4,820	0.00%	DNR/Sunfish Lake Trail Grooming
	Payment in Lieu of Taxes	-		32,130		32,130	32,773	2.00%	ISD 916 Service Fee Due in Dec. - 2% incr./yr. End in 2026
101-000-0000-33621	Recycling Grant	15,688	-	15,766	-	-	15,766	0.00%	June/July Every other year?
Total Intergovernmental		\$ 209,373	\$ 206,185	\$ 238,026	\$ -	\$ 231,201	\$ 267,835	12.52%	
Charges for Services									
101-000-0000-34103	Zoning & Subdivision Fees	33,490	54,956	55,000	21,165	40,000	45,000	-18.18%	
101-000-0000-34104	Plan Check Fees	500,965	580,817	525,000	314,701	525,000	525,000	0.00%	
101-000-0000-34105	Sale of Copies, Books, Maps	213	27	200	17	200	200	0.00%	
101-000-0000-34107	Assessment Searches	4,905	1,140	1,395	420	1,395	1,400	0.36%	
101-000-0000-34110	Rent		12					#DIV/0!	
101-000-0000-34111	Cable Operation Reimbursement	1,600	2,104	5,000	5,000	5,000	5,000	0.00%	Offset with Cable Operators charge in Communications
101-000-0000-34112	Planning & Zoning Review Fee		69,524		16,000	25,000	25,000	#DIV/0!	\$100 every new review charged
101-000-0000-36206	Escrow Administration Fee	2,800	30,000	25,000	15,600	25,000	25,000	0.00%	\$100 every new escrow is charged
Total Charges for Services		\$ 543,973	\$ 738,580	\$ 611,595	\$ 372,903	\$ 621,595	\$ 626,600	2.45%	
Fines and Forfeits									

**CITY OF LAKE ELMO
2019 PROPOSED BUDGET**

Master Worksheet - All Budgets - REVISED

		2016	2017	2018	2018	2018	2019	Adopted 2018 to	
		Actual	Actual	Adopted	YTD - Jun 2018	Projected	Proposed	Proposed 2019	
Account Number	Description							Percent Change	Comments
101-000-0000-35100	Fines	49,505	41,418	49,000	-	42,000	49,000	0.00%	Based on averages
Total Fines and Forfeits		\$ 49,505	\$ 41,418	\$ 49,000	\$ -	\$ 42,000	\$ 49,000	0.00%	
Investment Earnings									
101-000-0000-36210	Interest Earnings	20,437	27,665	40,000	-	40,000	40,000	0.00%	Incr Int rates and Investing
Total Investment Earnings		\$ 20,437	\$ 27,665	\$ 40,000	\$ -	\$ 40,000	\$ 40,000	0.00%	
Miscellaneous									
101-000-0000-33622	Cable Franchise Revenue	98,218	67,178	68,000	81,581	81,581	85,000	25.00%	Based on 2018 amounts
101-000-0000-36200	Miscellaneous Revenue	28,205	78,241	29,900	731	29,900	29,900	0.00%	misc. accts. Receivable, dev. Fees.
	Conservation Easement Fee				20,000	20,000		#DIV/0!	
101-000-0000-36204	Reimbursements - Fire	1,500	9,940		-	-	-	#DIV/0!	
101-000-0000-36230	Donations	10,000	17,837	10,000	14,036	10,000	10,000	0.00%	
101-000-0000-37180	Tower Rent	-	47,084	53,000	19,543	53,000	108,148	104.05%	Based on contracts. 3% incr ATT, plus 2 new tower leases
Total Miscellaneous		\$ 137,923	\$ 220,280	\$ 160,900	\$ 135,891	\$ 194,481	\$ 233,048	44.84%	
Total General Fund Revenues:		\$ 4,376,354	\$ 4,553,258	\$ 4,476,734	\$ 2,668,139	\$ 4,791,533	\$ 5,477,009	22.34%	
General Fund Expenditures:									
1110 Mayor & Council									
Personnel									
101-410-1110-41030	Part-time Salaries	25,690	25,690	25,690	12,845	25,690	25,690	0.00%	
101-410-1110-41220	FICA Contributions	1,593	1,593	1,593	796	1,593	1,593	0.00%	
101-410-1110-41230	Medicare Contributions	373	373	373	186	373	373	0.00%	
101-410-1110-41510	Workers Compensation	-	67	198	237	237	237	19.70%	
Total Personnel		\$ 27,655	\$ 27,723	\$ 27,854	\$ 14,064	\$ 27,893	\$ 27,893	0.14%	
Materials and Supplies									
101-410-1110-42000	Office Supplies	72	114	30		30	125	316.67%	business cards, name tags, etc
101-410-1110-42001	Computer Reimbursement	-	1,911				2,000	#DIV/0!	potential 2 new members
101-410-1110-43310	Mileage	-	-	300	-	300	300	0.00%	
	IT Support						1,101	#DIV/0!	Council Email Support (Roseville)
	IT Hardware							#DIV/0!	
	Software Programs	-	-	-	-	-	-	#DIV/0!	
Total Materials and Supplies		\$ 72	\$ 2,025	\$ 330	\$ -	\$ 330	\$ 3,526	968.48%	
Charges and Services									
101-410-1110-44300	Miscellaneous	15,691	6,568	6,750	111	6,750	7,000	3.70%	\$5250 YSB, misc
101-410-1110-44330	Dues & Subscriptions	11,986	16,045	12,470	3,655	12,470	12,800	2.65%	\$9k LMC, \$3,750 MC, \$30 MA
101-410-1110-44370	Conferences & Training	520	180	1,000	-	1,000	1,000	0.00%	
Total Charges and Services		\$ 28,197	\$ 22,793	\$ 20,220	\$ 3,766	\$ 20,220	\$ 20,800	2.87%	
1110 Total Mayor & Council		\$ 55,924	\$ 52,540	\$ 48,404	\$ 17,830	\$ 48,443	\$ 52,219	7.88%	
1320 Administration									
Personnel									
101-410-1320-41010	Full-time Salaries	195,150	240,650	217,946	144,317	217,946	222,374	2.03%	Allocation Change for 2018 (Deputy Clerk)
101-410-1320-41030	Part-time Salaries							#DIV/0!	
	Overtime							#DIV/0!	
	Temporary Employees	5,613	17,733					#DIV/0!	Intern
101-410-1320-41210	PERA Contributions	14,378	18,049	16,346	10,828	16,346	16,678	2.03%	
101-410-1320-41220	FICA Contributions	11,823	15,185	13,146	8,484	13,146	17,012	29.41%	
101-410-1320-41230	Medicare Contributions	2,765	3,509	3,160	1,984	3,160		-100.00%	
101-410-1320-41300	Insurance	28,335	39,840	42,456	10,266	42,456	43,048	1.39%	6% Ins increase

**CITY OF LAKE ELMO
2019 PROPOSED BUDGET**

Master Worksheet - All Budgets - REVISED

Account Number	Description	2016 Actual	2017 Actual	2018 Adopted	2018 YTD - Jun 2018	2018 Projected	2019 Proposed	Adopted 2018 to Proposed 2019 Percent Change	Comments
	Life Insurance						344	#DIV/0!	
	STD/LTD						1,198	#DIV/0!	
101-410-1320-41420	Unemployment Benefits	-						#DIV/0!	
101-410-1320-41510	Workers Compensation	6,252	818	1,678	2,005	2,005	2,005	19.49%	
Total Personnel		\$ 264,317	\$ 335,784	\$ 294,732	\$ 177,884	\$ 295,059	\$ 302,659	2.69%	
Materials and Supplies									
101-410-1320-42000	Office Supplies	5,113	4,683	4,500	1,646	4,000	4,250	-5.56%	
101-410-1320-42030	Printed Forms	771	84	785	1,039	1,050	100	-87.26%	Deposit slips & Receipt books?
101-410-1320-43090	Newsletter/Website	-	2,091	100	2,069	90	-	-100.00%	Move all to Communications in 2019
Total Materials and Supplies		\$ 5,885	\$ 6,858	\$ 5,385	\$ 4,754	\$ 5,140	\$ 4,350	-19.22%	
Charges and Services									
101-410-1320-43100	Assessing Services	52,049	51,646	53,350	7,983	7,983	81,500	52.76%	Wash Co bills June for previous year
101-410-1320-43040	Legal Services	322,842	140,883	100,000	60,565	100,000	90,000	-10.00%	
101-410-1320-43150	Contract Services	1,019	15,921	3,000	1,420	3,000	3,100	3.33%	Shred it, misc
101-410-1320-43180	Information Technology/Web	470	909	4,500	2,221	8,221		-100.00%	created 3 new accounts below
	IT Support						6,682	#DIV/0!	Roseville
	IT Hardware						1,500	#DIV/0!	One computer at \$1000 (laptop)
101-410-1320-43190	Software Programs	2,338	2,601	3,750	2,011	3,750	1,309	-65.09%	laser fiche, adobe, etc (Roseville \$1309)
101-410-1320-43210	Telephone	1,574	1,585	1,770	642	1,770	2,511	41.86%	Roseville \$1169, Sprint \$741
101-410-1320-43220	Postage	3,741	(87)	4,000	1,149	3,000	3,000	-25.00%	
101-410-1320-43310	Mileage	418	832	1,000	170	1,000	1,100	10.00%	
101-410-1320-43510	Legal Publishing	8,003	2,655	13,000	1,473	13,000	10,000	-23.08%	Recodification
101-410-1320-43610	Insurance	26,121	27,130	29,400	30,999	30,999	35,649	21.26%	2018 Inc due to 2016 lawsuits - corr allocation incr 15% over prev yr
101-410-1320-43620	Cable Operation Expense	-		-				#DIV/0!	
101-410-1320-44330	Dues & Subscriptions	1,877	1,227	2,250	1,889	1,890	2,000	-11.11%	
101-410-1320-44370	Conferences & Training	844	1,453	2,000	1,987	2,500	3,000	50.00%	
Total Charges and Services		\$ 421,296	\$ 246,756	\$ 218,020	\$ 112,509	\$ 177,113	\$ 241,351	10.70%	
Miscellaneous									
101-410-1320-44300	Miscellaneous	538	534	600	1,022	1,000	1,791	198.50%	inc \$ for public service recognition
Total Miscellaneous		\$ 538	\$ 534	\$ 600	\$ 1,022	\$ 1,000	\$ 1,791	198.50%	
1320 Total Administration		\$ 692,035	\$ 589,932	\$ 518,737	\$ 296,169	\$ 478,312	\$ 550,151	6.06%	
1410 Elections									
Personnel									
101-410-1410-41030	Part-time Salaries	7,037		7,500		7,500	-	-100.00%	No elections in 2019
101-410-1410-41510	Workers Compensation	-	-	-	-	-	-	#DIV/0!	
Total Personnel		\$ 7,037	\$ -	\$ 7,500	\$ -	\$ 7,500	\$ -	-100.00%	
Charges and Services									
101-410-1410-43310	Travel Expense				6				
101-410-1410-43150	Contract Services	1,200	1,660	1,660	1,660	1,660	1,660	0.00%	Wash. Cty. charges for elections
Total Charges and Services		\$ 1,200	\$ 1,660	\$ 1,660	\$ 1,666	\$ 1,660	\$ 1,660	0.00%	
Capital Outlay									
101-410-1410-45800	Other Equipment	20	-	-	-	-	-	#DIV/0!	
Total Capital Outlay		\$ 20	\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!	
Miscellaneous									
101-410-1410-44300	Miscellaneous	835	-	1,000	-	1,000	-	-100.00%	
Total Miscellaneous		\$ 835	\$ -	\$ 1,000	\$ -	\$ 1,000	\$ -	-100.00%	

**CITY OF LAKE ELMO
2019 PROPOSED BUDGET**

Master Worksheet - All Budgets - REVISED

<u>Account Number</u>	<u>Description</u>	<u>2016 Actual</u>	<u>2017 Actual</u>	<u>2018 Adopted</u>	<u>2018 YTD - Jun 2018</u>	<u>2018 Projected</u>	<u>2019 Proposed</u>	<u>Adopted 2018 to Proposed 2019 Percent Change</u>	<u>Comments</u>
1410	Total Elections	\$ 9,092	\$ 1,660	\$ 10,160	\$ 1,666	\$ 10,160	\$ 1,660	-83.66%	
1450	Communications								
	Personnel								
101-410-1450-41010	Full-time Salaries		7,759	28,434	15,247	28,434	30,800	8.32%	
101-410-1450-41030	Part-time Salaries							#DIV/0!	
	Overtime							#DIV/0!	
	Temporary Employees							#DIV/0!	Interns
101-410-1450-41210	PERA Contributions		582	2,133	1,144	2,133	2,310	8.30%	
101-410-1450-41220	FICA Contributions		477	1,763	961	1,763	2,356	33.64%	
101-410-1450-41230	Medicare Contributions		112	412	225	412		-100.00%	
101-410-1450-41300	Insurance		933	7,659	795	7,659	7,972	4.09%	
	Life Insurance						63	#DIV/0!	
	STD/LTD						157	#DIV/0!	
								#DIV/0!	
101-410-1450-41510	Workers Compensation	-	-	219	262	262	262	19.63%	
Total Personnel		\$ -	\$ 9,863	\$ 40,620	\$ 18,633	\$ 40,663	\$ 43,920	8.12%	
	Charges and Services								
101-410-1450-43090	Newsletter			5,000	2,930	5,000	3,000	-40.00%	printing only
101-410-1450-43180	Information Technology/Web	50,580	58,147	35,500	34,878	35,500	1,800	-94.93%	\$1200 Website, \$600 Constant Contact
	IT Support						535	#DIV/0!	Roseville
	IT Hardware							#DIV/0!	
	Software Programs							#DIV/0!	
101-410-1450-43210	Telephone	308						#DIV/0!	
101-410-1450-43220	Postage			1,000		1,419	1,450	45.00%	newsletter postage
101-410-1450-43310	Mileage							#DIV/0!	
101-410-1450-43510	Public Notices							#DIV/0!	
101-410-1450-43620	Cable Operations	3,955	6,035	5,000	2,910	5,000	5,000	0.00%	
101-410-1450-44370	Conferences and Training	-	1,314	-	-	-	-	#DIV/0!	
Total Charges and Services		\$ 54,843	\$ 65,496	\$ 46,500	\$ 40,718	\$ 46,919	\$ 11,785	-74.66%	
1450	Total Communications	\$ 54,843	\$ 75,359	\$ 87,120	\$ 59,351	\$ 87,582	\$ 55,705	-36.06%	
1520	Finance								
	Personnel								
101-410-1520-41010	Full-time Salaries	63,053	68,372	14,665	23,395	68,942	97,334	563.72%	2018 & 2017 Hired Full Time Fin Dir
101-410-1520-41030	Part-time Salaries							#DIV/0!	
	Overtime							#DIV/0!	
	Temporary Employees	12,702	5,874	6,760	2,556	6,600	6,760	0.00%	Interns
101-410-1520-41210	PERA Contributions	5,281	1,833	1,100	1,755	5,171	7,300	563.64%	2018 & 2017 Hired Full Time Fin Dir
101-410-1520-41220	FICA Contributions	4,500	4,461	1,328	1,540	4,274	7,963	499.62%	2018 & 2017 Hired Full Time Fin Dir (FT \$7446, Intern \$517)
101-410-1520-41230	Medicare Contributions	1,052	1,043	311	360	1,000		-100.00%	2018 & 2017 Hired Full Time Fin Dir
101-410-1520-41300	Insurance	10,938	7,572	3,831	1,536	12,989	16,741	336.99%	2018 & 2017 Hired Full Time Fin Dir
	Life Insurance						125	#DIV/0!	2018 & 2017 Hired Full Time Fin Dir
	STD/LTD						638	#DIV/0!	2018 & 2017 Hired Full Time Fin Dir
101-410-1520-41420	Unemployment Benefits		3,220	5,464	0	-		-100.00%	16 weeks in 2017 and 10 weeks in 2018 at 80%
101-410-1520-41510	Workers Compensation	204	440	165	244	244	440	166.67%	
Total Personnel		\$ 97,730	\$ 92,814	\$ 33,624	\$ 31,386	\$ 99,220	\$ 137,301	308.34%	
	Materials and Supplies								
101-410-1520-42000	Office Supplies	338	621	600	1,077	1,500	800	33.33%	
101-410-1520-42030	Printed Forms	1,117	-	375	-	375	375	0.00%	Checks ordered in Oct. 2016.
Total Materials and Supplies		\$ 1,456	\$ 621	\$ 975	\$ 1,077	\$ 1,875	\$ 1,175	20.51%	

**CITY OF LAKE ELMO
2019 PROPOSED BUDGET**

Master Worksheet - All Budgets - REVISED

Account Number	Description	2016 Actual	2017 Actual	2018 Adopted	2018 YTD - Jun 2018	2018 Projected	2019 Proposed	Adopted 2018 to Proposed 2019 Percent Change	Comments
Charges and Services									
101-410-1520-43010	Audit Services	29,345	26,575	30,425	15,400	30,425	7,987	-73.75%	5% incr. \$31,946 split GF, Water, Sewer, SW
101-410-1520-43150	Contract Services	114	187,453	108,150	77,120	77,420	3,000	-97.23%	Finance Consultant /CLA was in 2017 and 2018
101-410-1520-43180	IT Support				607		3,779	#DIV/0!	Roseville
101-410-1520-43185	IT Hardware					1,600	1,200	#DIV/0!	Replace 1 laptop/1 desk 2018, 2 desk 2019
101-410-1520-43190	Software Programs	-	6,400	19,433	16,716	19,433	2,752	-85.84%	Accela support \$2306.5 (slit with W, S, SW \$9226)/Banyon/Credit Card Services (0), Roseville \$445
101-410-1520-43210	Telephone	427	881	875	290	875	585	-33.14%	Roseville IT Phone
101-410-1520-43310	Mileage	-	-	250	-	300	500	100.00%	Mileage for training and conferences.
101-410-1520-44330	Dues & Subscriptions	170	330	500	1,037	1,500	2,000	300.00%	GFOA, MNGFOA, GFOA Program Fees, Select Acct, Ins Prog Fees
101-410-1520-44370	Conferences & Training	-	344	750	-	2,000	3,000	300.00%	MNGFOA Confr (2 people) and Govt. Acctg. Courses, OSA Training, Public Finance Training, Monthly MnGFOA Mtgs
Total Charges and Services		\$ 30,056	\$ 221,983	\$ 160,383	\$ 111,170	\$ 133,553	\$ 24,802	-84.54%	
Miscellaneous									
101-410-1520-44300	Miscellaneous	1,627	46,172	1,625	336	5,000	5,000	207.69%	Bank Fees, Wire Transfer Fees, Excise Tax, Penalties, County charges, Health Partners, Ind Health Svs Network
Total Miscellaneous		\$ 1,627	\$ 46,172	\$ 1,625	\$ 336	\$ 5,000	\$ 5,000	207.69%	
1520	Total Finance	\$ 130,869	\$ 361,590	\$ 196,607	\$ 143,969	\$ 239,648	\$ 168,278	-14.41%	
1910	Planning & Zoning								
Personnel									
101-410-1910-41010	Full-time Salaries	149,034	168,582	146,468	88,096	146,468	148,632	1.48%	
101-410-1910-41030	Part-time Salaries							#DIV/0!	
	Overtime							#DIV/0!	
	Temporary Employees			6,760	1,491	5,280	6,760	0.00%	Intern
101-410-1910-41210	PERA Contributions	11,211	12,612	10,985	6,614	10,985	11,147	1.47%	FT \$11147, Intern \$0
101-410-1910-41220	FICA Contributions	9,075	9,984	9,500	5,498	9,500	11,887	25.13%	FT \$11370, Intern \$517
101-410-1910-41230	Medicare Contributions	2,122	2,335	2,222	1,286	2,222		-100.00%	
101-410-1910-41300	Insurance	23,249	30,840	26,803	1,491	26,803	33,481	24.92%	
	Life Insurance						288	#DIV/0!	
	STD/LTD						805	#DIV/0!	
101-410-1910-41510	Workers Compensation	415	783	1,192	1,424	1,424	1,424	19.46%	
Total Personnel		\$ 195,106	\$ 225,136	\$ 203,930	\$ 105,898	\$ 202,682	\$ 214,424	5.15%	
Materials and Supplies									
101-410-1910-42000	Office Supplies	810	336	800	121	500	500	-37.50%	
101-410-1910-42030	Printed Forms	-	-	-	-	-	-	#DIV/0!	
Total Materials and Supplies		\$ 810	\$ 336	\$ 800	\$ 121	\$ 500	\$ 500	-37.50%	
Charges and Services									
101-410-1910-43020	Comprehensive Planning	-	44,058	36,000	47,667	50,942	5,000	-86.11%	Comp Plan: \$5000 in 2019 left over to use for any last minute changes to Comp Plan from adjacent jurisdictional review for SHC and /or Engr
101-410-1910-43030	Engineering Services	18,688	6,608	15,000	7,980	15,000	15,000	0.00%	
101-410-1910-43150	Contract Services	25,133	5,964	10,000	973	5,000	5,500	-45.00%	Codification 2020
101-410-1910-43180	Information Technology/Web		406					#DIV/0!	
	IT Support						5,505	#DIV/0!	Roseville
	IT Hardware						2,000	#DIV/0!	\$2000 in budget for 2019 for laptops
101-410-1910-43190	Software Programs	-	407	100	26	407	1,383	1283.00%	ACAD \$407, Roseville \$976
101-410-1910-43210	Telephone	775	738	1,100	364	750	678	-38.41%	Roseville \$584.5, Sprint \$93
101-410-1910-43220	Postage	6	220	25	13	100	100	300.00%	
101-410-1910-43310	Mileage	342	344	300	40	350	350	16.67%	

**CITY OF LAKE ELMO
2019 PROPOSED BUDGET**

Master Worksheet - All Budgets - REVISED

		2016	2017	2018	2018	2018	2019	Adopted 2018 to	
		Actual	Actual	Adopted	YTD - Jun 2018	Projected	Proposed	Proposed 2019	
Account Number	Description							Percent Change	Comments
101-410-1910-43510	Legal Publishing	-	1,410	500	1,067	1,200	1,400	180.00%	
101-410-1910-44330	Dues & Subscriptions	617		1,115	170	300	800	-28.25%	ULI \$220/AICP \$475
101-410-1910-44350	Books	-		-		-	-	#DIV/0!	
101-410-1910-44370	Conferences & Training	1,520	405	2,500	233	1,000	1,500	-40.00%	APA - Rochester
Total Charges and Services		\$ 47,081	\$ 60,559	\$ 66,640	\$ 58,534	\$ 75,049	\$ 39,215	-41.15%	
Miscellaneous									
101-410-1910-44300	Miscellaneous	31	10	200	-	200	200	0.00%	
Total Miscellaneous		\$ 31	\$ 10	\$ 200	\$ -	\$ 200	\$ 200	0.00%	
1910	Total Planning & Zoning	\$ 243,028	\$ 286,042	\$ 271,570	\$ 164,553	\$ 278,431	\$ 254,339	-6.34%	
1930	Engineering Services								
Charges and Services									
101-410-1930-43030	Engineering Services	34,034	44,332	36,000	22,191	39,000	39,000	8.33%	
101-410-1930-43210	Telephone	195	178	216	-	-	-	-100.00%	
Total Charges and Services		\$ 34,229	\$ 44,510	\$ 36,216	\$ 22,191	\$ 39,000	\$ 39,000	7.69%	
Capital Outlay									
	Construction Projects	-	-	-	-	-	70,000	#DIV/0!	assume Keats Ave turn lane
Total Capital Outlay		\$ -	\$ -	\$ -	\$ -	\$ -	\$ 70,000	#DIV/0!	
1930	Total Engineering Services	\$ 34,229	\$ 44,510	\$ 36,216	\$ 22,191	\$ 39,000	\$ 109,000	200.97%	
1940	City Hall								
Materials and Supplies									
101-410-1940-42110	Cleaning Supplies							#DIV/0!	
101-410-1940-42230	Building Repair Supplies	4	550	800	500	800	800	0.00%	Menard's charges
Total Materials and Supplies		\$ 4	\$ 550	\$ 800	\$ 500	\$ 800	\$ 800	0.00%	
Charges and Services									
101-410-1940-43180	Information Technology/Web		185	389		389	400	2.83%	
	IT Support						5,090	#DIV/0!	Roseville
	IT Hardware							#DIV/0!	
	Software Programs						372	#DIV/0!	Roseville
101-410-1940-43210	Telephone	614	691	900	767	900	877	-2.58%	Roseville \$876.75
101-410-1940-43810	Utilities	3,851	3,840	6,500	1,517	4,340	4,500	-30.77%	xcel, water, sewer
101-410-1940-43840	Refuse	1,129	1,561	1,325	637	1,530	1,600	20.75%	
101-410-1940-44010	Repairs/Maint Contractual Bldg	21,350	9,735	6,000	6,459	8,100	6,000	0.00%	cintas and cleaning, changed locks in 2018
101-410-1940-44040	Repairs/Maint Contractual Eqpt	11,365	12,346	18,000	7,335	16,000	16,000	-11.11%	copier leases
101-410-1940-44120	Rentals - Building	30,147	31,992	33,223	7,998	33,223	30,000	-9.70%	city lease space
Total Charges and Services		\$ 68,456	\$ 60,348	\$ 66,337	\$ 24,715	\$ 64,482	\$ 64,839	-2.26%	
Miscellaneous									
101-410-1940-44300	Miscellaneous	1,981	568	1,016	475	950	1,800	77.17%	water
Total Miscellaneous		\$ 1,981	\$ 568	\$ 1,016	\$ 475	\$ 950	\$ 1,800	77.17%	
1940	Total City Hall	\$ 70,441	\$ 61,466	\$ 68,153	\$ 25,689	\$ 66,232	\$ 67,439	-1.05%	
2100	Police								
Charges and Services									
101-420-2100-43150	Law Enforcement Contract	536,330	615,054	664,675	634	664,675	701,768	5.58%	Per Washington County
101-420-2100-44300	Misc. - Community Event	-	1,800	1,000	-	1,000	1,000	0.00%	
Total Charges and Services		\$ 536,330	\$ 616,854	\$ 665,675	\$ 634	\$ 665,675	\$ 702,768	5.57%	

**CITY OF LAKE ELMO
2019 PROPOSED BUDGET**

Master Worksheet - All Budgets - REVISED

		2016	2017	2018	2018	2018	2019	Adopted 2018 to	
		Actual	Actual	Adopted	YTD - Jun 2018	Projected	Proposed	Proposed 2019	
Account Number	Description							Percent Change	Comments
2100	Total Police	\$ 536,330	\$ 616,854	\$ 665,675	\$ 634	\$ 665,675	\$ 702,768	5.57%	
2150	Prosecution								
	Charges and Services								
101-420-2150-43045	Attorney Criminal	44,144	42,874	44,996	17,500	44,496	45,792	1.77%	2019 rate is \$3816/mth
	Total Charges and Services	\$ 44,144	\$ 42,874	\$ 44,996	\$ 17,500	\$ 44,496	\$ 45,792	1.77%	
2150	Total Prosecution	\$ 44,144	\$ 42,874	\$ 44,996	\$ 17,500	\$ 44,496	\$ 45,792	1.77%	
2220	Fire								
	Personnel								
101-420-2220-41010	Full-time Salaries	71,918	82,258	85,515	44,912	85,515	90,636	5.99%	
101-420-2220-41030	Part-time Salaries	96,663	124,580	158,179	103,671	158,179	172,649	9.15%	Witter \$24,149 plus 148,500 for Part-time Fire Fighters
	Paid On Call Salaries			70,000		70,000	71,400	2.00%	Incr training pay to call pay (Paid on Call)
101-420-2220-41210	PERA Contributions	14,699	20,713	39,180	17,015	39,180	30,594	-21.91%	GM/NW \$19,456 Police/Fire rate incr for 2019, Part-time \$11,138
101-420-2220-41220	FICA Contributions	6,038	7,839	4,340	6,428	4,340	18,669	330.16%	GM/NW \$1847, other \$16,852
101-420-2220-41230	Medicare Contributions	2,364	2,943	1,015	2,109	1,015		-100.00%	
101-420-2220-41300	Insurance	13,673	14,619	17,093	2,588	17,093	15,944	-6.72%	
	Life Insurance						500	#DIV/0!	
	STD/LTD						1,715	#DIV/0!	
101-420-2220-41510	Workers Compensation	12,879	19,249	26,481	31,635	31,635	31,635	19.46%	
	Total Personnel	\$ 218,234	\$ 272,201	\$ 401,803	\$ 208,357	\$ 406,957	\$ 433,742	7.95%	
	Materials and Supplies								
101-420-2220-42000	Office Supplies	1,444	1,494	500	26	1,600	500	0.00%	
101-420-2220-42080	EMS Supplies	888	4,074	1,200	118	1,200	3,750	212.50%	Odd year costs - 2 AEDs
101-420-2220-42090	Fire Prevention	722	2,741	3,000	332	3,000	3,000	0.00%	
101-420-2220-42120	Fuel, Oil and Fluids	7,644	8,804	8,000	7,519	8,000	8,000	0.00%	
101-420-2220-42400	Small Tools & Equipment	10,539	5,280	22,675	19,277	22,675	22,675	0.00%	3 PT hires
	Total Materials and Supplies	\$ 21,237	\$ 22,394	\$ 35,375	\$ 27,272	\$ 36,475	\$ 37,925	7.21%	
	Charges and Services								
101-420-2220-43050	Physicals	4,221	5,186	8,075	2,246	10,559	8,198	1.52%	3 PT hires
101-420-2220-43180	Information Technology/Web		(440)					#DIV/0!	
	IT Support						18,130	#DIV/0!	Roseville
	IT Hardware						7,000	#DIV/0!	5 new Computers/4 Ipad for vehicles
	Software Programs						341	#DIV/0!	Roseville \$341
101-420-2220-43210	Telephone	3,682	4,435	4,200	2,030	4,200	4,063	-3.26%	Sprint \$2335, TDS \$1308, Verizon \$420.12
101-420-2220-43230	Radio	18,917	20,676	21,615	11,055	21,615	25,636	18.60%	Replace 2 portables (gradual replacement as curr going off support)
101-420-2220-43310	Mileage	814	220	500	171	500	500	0.00%	
101-420-2220-43630	Insurance	7,290	7,571	8,549	7,195	7,195	8,274	-3.22%	corrected allocation, incr 15% over prev yr.
101-420-2220-43810	Utility	9,520	13,231	15,500	7,360	15,500	16,000	3.23%	Based on history
101-420-2220-43840	Refuse	2,948	3,890	3,200	267	3,200	4,000	25.00%	Based on history
101-420-2220-44010	Repairs/Maint Bldg	17,938	11,134	7,000	4,657	7,000	7,000	0.00%	
101-420-2220-44040	Repairs/Maint Eqpt	41,975	43,613	25,896	23,534	26,051	30,896	19.31%	
101-420-2220-44170	Uniforms	5,255	4,550	9,821	3,367	9,821	9,821	0.00%	3 PT hires
101-420-2220-44330	Dues & Subscriptions	3,275	3,044	3,955	2,922	3,955	5,980	51.20%	Tablet Command/Cty CAD \$1800 Tablets \$450/Device, NFPA \$1495, IM Resonding \$650
101-420-2220-44350	Books	230	180	440		440	440	0.00%	
101-420-2220-44370	Conferences & Training	17,663	14,110	22,514	10,577	22,514	22,944	1.91%	
	Total Charges and Services	\$ 133,728	\$ 131,401	\$ 131,265	\$ 75,381	\$ 132,550	\$ 169,222	28.92%	
	Capital Outlay								
101-420-2220-45500	Vehicle		64					#DIV/0!	

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		2016	2017	2018	2018	2018	2019	Adopted 2018 to	
		Actual	Actual	Adopted	YTD - Jun 2018	Projected	Proposed	Proposed 2019	
Account Number	Description							Percent Change	Comments
101-420-2220-45800	Equipment	-	2,538	-			-	#DIV/0!	
	Transfer to Vehicle Replacement Fund	-	-	-	-	-	9,438	#DIV/0!	
Total Capital Outlay		\$ -	\$ 2,602	\$ -	\$ -	\$ -	\$ 9,438	#DIV/0!	
Miscellaneous									
101-420-2220-44300	Miscellaneous	2,290	1,391	2,000	643	2,000	2,000	0.00%	
Total Miscellaneous		\$ 2,290	\$ 1,391	\$ 2,000	\$ 643	\$ 2,000	\$ 2,000	0.00%	
2220	Total Fire	\$ 375,489	\$ 429,989	\$ 570,443	\$ 311,652	\$ 577,982	\$ 652,327	14.35%	
2250	Fire Relief								
Charges and Services									
101-420-2250-44920	Fire State Aid	59,136	61,147	47,000	-	47,000	60,000	27.66%	Relief Assoc. pass through
Total Charges and Services		\$ 59,136	\$ 61,147	\$ 47,000	\$ -	\$ 47,000	\$ 60,000	27.66%	
2250	Total Fire Relief	\$ 59,136	\$ 61,147	\$ 47,000	\$ -	\$ 47,000	\$ 60,000	27.66%	
2400	Building Inspection								
Personnel									
101-420-2400-41010	Full-time Salaries	167,498	217,052	272,754	88,539	155,813	219,756	-19.43%	1 additional Bldg Insp in 2018 not filled
	Part-time Salaries						30,690	#DIV/0!	added Part-time for 2019 Bldg Insp
	Overtime							#DIV/0!	authorized as position not filled in 2018
	Temporary Employees							#DIV/0!	Interns
101-420-2400-41210	PERA Contributions	12,102	16,241	20,457	6,643	11,686	21,085	3.07%	FT \$18783, PT 2302
101-420-2400-41220	FICA Contributions	10,062	12,881	16,911	5,341	10,682	21,507	27.18%	FT \$19159, PT 2348
101-420-2400-41230	Medicare Contributions	2,353	3,012	3,955	1,249	2,498		-100.00%	
101-420-2400-41300	Insurance	24,554	49,757	53,002	3,784	53,002	51,019	-3.74%	
	Life Insurance						500	#DIV/0!	
	STD/LTD						1,500	#DIV/0!	
101-420-2400-41510	Workers Compensation	1,260	919	2,149	2,567	2,567	2,567	19.45%	
Total Personnel		\$ 217,829	\$ 299,862	\$ 369,228	\$ 108,123	\$ 236,248	\$ 348,624	-5.58%	
Materials and Supplies									
101-420-2400-42000	Office Supplies	1,602	1,722	1,750	413	900	1,750	0.00%	
101-420-2400-42030	Printed Forms	-		350		200	350	0.00%	
101-420-2400-42120	Fuel, Oil and Fluids	521	198	3,600	-	3,600	3,600	0.00%	
Total Materials and Supplies		\$ 2,123	\$ 1,920	\$ 5,700	\$ 413	\$ 4,700	\$ 5,700	0.00%	
Charges and Services									
101-420-2400-43030	Engineering	2,465	248	1,000		250	1,000	0.00%	
	Computers							#DIV/0!	
101-420-2400-43180	Information Technology/Web	6,010	6,114	7,405	4,312	7,405		-100.00%	See below separated out for 2019
	IT Support						5,654	#DIV/0!	Roseville
	IT Hardware						1,800	#DIV/0!	Computer Desktops replaced 3
	Software Programs						8,126	#DIV/0!	i-pads and PermitWorks, \$721 Roseville
101-420-2400-43210	Telephone	1,912	3,208	2,500	1,797	2,500	3,325	32.99%	Roseville \$876.75, Sprint \$2448
101-420-2400-43510	Legal Publishing		141					#DIV/0!	
101-420-2400-43630	Insurance	178	185	400	3,566	3,566	4,101	925.23%	corrected allocation, incr 15% over prev yr.
101-420-2400-44040	Repairs/Maint Eqpt	965	786	1,000	93	1,000	1,000	0.00%	
101-420-2400-44170	Uniforms	80	986	1,200	160	800	800	-33.33%	Jackets, shirts, ID's
101-420-2400-44330	Dues & Subscriptions	185	310	740		740	740	0.00%	
101-420-2400-44350	Books	870	345	500	231	500	500	0.00%	
101-420-2400-44370	Conferences & Training	2,596	1,066	4,825	1,415	3,200	3,200	-33.68%	
Total Charges and Services		\$ 15,261	\$ 13,388	\$ 19,570	\$ 11,573	\$ 19,961	\$ 30,245	54.55%	
Capital Outlay									

**CITY OF LAKE ELMO
2019 PROPOSED BUDGET**

Master Worksheet - All Budgets - REVISED

		2016	2017	2018	2018	2018	2019	Adopted 2018 to	
		Actual	Actual	Adopted	YTD - Jun 2018	Projected	Proposed	Proposed 2019	
Account Number	Description							Percent Change	Comments
101-420-2400-45500	Vehicle	-	-	24,000	-	-	24,000	0.00%	Paid from fund balance. Moved from 2018 to 2019
Total Capital Outlay		\$ -	\$ -	\$ 24,000	\$ -	\$ -	\$ 24,000	0.00%	
Miscellaneous									
101-420-2400-44300	Miscellaneous	266	3,833	1,000	-	1,000	1,000	0.00%	
Total Miscellaneous		\$ 266	\$ 3,833	\$ 1,000	\$ -	\$ 1,000	\$ 1,000	0.00%	
2400	Total Building Inspection	\$ 235,479	\$ 319,004	\$ 419,498	\$ 120,109	\$ 261,909	\$ 409,569	-2.37%	
2500	Emergency Communications								
Charges and Services									
101-420-2500-43150	Contract Services	4,945	2,729	1,780	900	1,780	1,780	0.00%	Monitoring System (Woodbury) Sirens
Total Charges and Services		\$ 4,945	\$ 2,729	\$ 1,780	\$ 900	\$ 1,780	\$ 1,780	0.00%	
2500	Total Emergency Communications	\$ 4,945	\$ 2,729	\$ 1,780	\$ 900	\$ 1,780	\$ 1,780	0.00%	
2700	Animal Control								
Charges and Services									
101-420-2700-43150	Contract Services	3,086	11,448	7,725	3,622	8,868	9,000	16.50%	
Total Charges and Services		\$ 3,086	\$ 11,448	\$ 7,725	\$ 3,622	\$ 8,868	\$ 9,000	16.50%	
2700	Total Animal Control	\$ 3,086	\$ 11,448	\$ 7,725	\$ 3,622	\$ 8,868	\$ 9,000	16.50%	
3100	Streets								
Personnel									
101-430-3100-41010	Full-time Salaries	253,303	317,102	321,079	216,577	321,079	290,012	-9.68%	1 additional worker split Streets 30%, Parks 20%, Water 20%, Sewer 20%, SW 10%
101-430-3100-41030	Part-time Salaries							#DIV/0!	
	Overtime			4,000			6,000	50.00%	On call pay should go here
	Temporary Employees		5,240	9,360	1,430	7,000	9,360	0.00%	Seasonals
101-430-3100-41210	PERA Contributions	18,494	23,647	24,081	15,918	24,081	21,751	-9.68%	
101-430-3100-41220	FICA Contributions	15,066	19,422	20,735	13,128	20,735	22,186	7.00%	
101-430-3100-41230	Medicare Contributions	3,524	4,542	4,849	3,070	4,849		-100.00%	
101-430-3100-41300	Insurance	44,655	46,887	62,796	10,792	62,796	76,529	21.87%	Added an additional person and incr of 6%
	Life Insurance						819	#DIV/0!	
	STD/LTD						2,049	#DIV/0!	
	Safety Clothing Allowance			971		971	744	-23.38%	Boots (\$175 per person allocated by Salary Allocation)
101-430-3100-41510	Workers Compensation	12,028	17,290	19,749	23,593	23,593	23,593	19.46%	
Total Personnel		\$ 347,070	\$ 434,130	\$ 467,620	\$ 284,507	\$ 465,104	\$ 453,043	-3.12%	
Materials and Supplies									
101-430-3100-42000	Office Supplies	1,666	658	800	367	800	800	0.00%	
101-430-3100-42120	Fuel, Oil and Fluids	24,049	33,536	28,500	23,803	30,000	15,000	-47.37%	\$30,000 - \$15K Streets, \$2K Parks, \$4.5K W, \$4.5K S, \$0.4K SW
101-430-3100-42150	Operating Supplies	2,431	3,009	2,000	2,206	2,000	2,500	25.00%	
	Contract Service ROW							#DIV/0!	
101-430-3100-42210	Repair/Maint. Supplies	3,964	4,250	12,750	19,766	20,000	10,000	-21.57%	
101-430-3100-42211	Repair/Maint. Supplies S&I		5,448				10,000	#DIV/0!	
101-430-3100-42240	Street Maintenance & Landscaping - Materials	16,112	17,453	20,000	4,190	20,000	20,000	0.00%	Sealcoat and Crackseal materials - potholes, landscape fixes, etc
101-430-3120-42260	Street Signs	2,389	5,631	5,000	1,575	5,000	5,000	0.00%	
101-430-3125-42290	Sand/Salt S&I	49,616	74,202	75,000	80,536	75,048	80,000	6.67%	
101-430-3100-42400	Small Tools & Minor Equipment	2,788	3,777	8,000	2,599	8,000	20,500	156.25%	forklift for PW
101-430-3100-44375	Personal Protection Equipment	1,465	1,828	2,800	472	2,500	2,800	0.00%	
Total Materials and Supplies		\$ 104,480	\$ 149,793	\$ 154,850	\$ 135,513	\$ 163,348	\$ 166,600	7.59%	

**CITY OF LAKE ELMO
2019 PROPOSED BUDGET**

Master Worksheet - All Budgets - REVISED

Account Number	Description	2016 Actual	2017 Actual	2018 Adopted	2018 YTD - Jun 2018	2018 Projected	2019 Proposed	Adopted 2018 to Proposed 2019 Percent Change	Comments
Charges and Services									
101-430-3100-43030	Engineering Services	4,676	6,311	4,800	1,674	4,800	4,800	0.00%	
101-430-3100-43090	Sealcoating & Crack Sealing	258,223	411,254	425,000	-	425,000	590,000	38.82%	Sealcoat, crackseal, mill/overlay, LE Ave Ph3, Discover Bridge Crossing
101-430-3100-43150	Contract Services	24,156	32,636	24,500	6,722	20,000	24,500	0.00%	Striping, guard rail repair, etc.
101-430-3100-43180	Information Technology/Web		3,601		400			#DIV/0!	
	IT Support						7,482	#DIV/0!	Roseville
	IT Hardware						1,200	#DIV/0!	2 computers
	Software Programs						1,604	#DIV/0!	Roseville \$604, BeHlve Asset Mgmt \$1000
101-430-3100-43151	Snow Removal Contract Services						10,000	#DIV/0!	Snow removal contract sidewalks
101-430-3100-44050	Tree Program							#DIV/0!	
101-430-3100-43210	Telephone	7,347	7,278	7,800	3,483	7,500	5,930	-23.98%	Roseville \$350.7, Sprint \$1175,TDS \$2484, Verizon \$1920
101-430-3100-43230	Radio	1,236	1,200	24,000	21,116	24,000	7,000	-70.83%	Wash Co. fees (\$4,000) new radio \$3,000
101-430-3120-43510	Public Notices		152					#DIV/0!	
101-430-3100-43630	Insurance	15,105	15,688	19,000	17,740	17,740	20,401	7.37%	corrected allocation, incr 15% over prev yr.
101-430-3100-43810	Utilities	34,935	18,427	19,124	11,718	18,388	19,698	3.00%	
101-430-3100-43811	Street Lights		31,677	32,876	20,144	31,612	33,000	0.38%	
101-430-3100-43840	Refuse	2,407	2,343	3,000	2,426	3,000	3,000	0.00%	
101-430-3100-44010	Repairs/Maint Bldg.	10,996	11,438	21,000	15,756	20,000	21,000	0.00%	new garage doors/openers at PW
101-430-3100-44030	Repairs/Maint Imp Other Than Bldg.	165	1,203	1,500	928	1,500	1,500	0.00%	
101-430-3100-44040	Repairs/Maint Equip	25,364	36,570	22,000	15,694	22,000	20,000	-9.09%	
	Repairs/Maint Equip S&I		4,928	12,000		12,000	14,000	16.67%	
101-430-3100-44130	Equipment Rental			2,000		2,000	2,000	0.00%	Consolidated w/ Streets - \$1K
101-430-3100-44170	Uniforms	5,886	7,118	7,500	3,419	6,000	5,578	-25.63%	Allocate to all dept
101-430-3100-44330	Dues & Subscriptions	294	531	600	661	700	800	33.33%	
101-430-3100-44370	Conferences & Training	3,889	2,242	4,800	1,017	4,800	4,800	0.00%	
101-430-3100-44380	Clean-up Days	9,557	14,256	-	-	-	-	#DIV/0!	
Total Charges and Services		\$ 404,236	\$ 608,853	\$ 631,500	\$ 122,899	\$ 621,040	\$ 798,292	26.41%	
Capital Outlay									
101-430-3100-45500	Transfer to Vehicle Replacement Fund						50,745		
	Capital Purchases	-	-	145,000	36,045	-	-	-100.00%	Fleet Purchases - 1 ton, vac trlr, asphalt roller.
Total Capital Outlay		\$ -	\$ -	\$ 145,000	\$ 36,045	\$ -	\$ 50,745	-65.00%	
Miscellaneous									
101-430-3100-44300	Miscellaneous	762	631	1,800	356	1,800	1,000	-44.44%	
Total Miscellaneous		\$ 762	\$ 631	\$ 1,800	\$ 356	\$ 1,800	\$ 1,000	-44.44%	
3100	Total Streets	\$ 856,548	\$ 1,193,408	\$ 1,400,770	\$ 579,320	\$ 1,251,292	\$ 1,469,680	4.92%	
5200	Parks & Recreation								
Personnel									
101-450-5200-41010	Full-time Salaries	70,421	56,356	99,036	21,295	99,036	132,127	33.41%	1 additional worker split Streets 30%, Parks 20%, Water 20%, Sewer 20%, SW 10%
101-450-5200-41030	Part-time Salaries							#DIV/0!	
	Overtime							#DIV/0!	On call pay
	Temporary Employees	30,934	24,543	28,080	4,770	7,000	14,000	-50.14%	Seasonal Workers/Park Summer-Ice Rink Winter
101-450-5200-41210	PERA Contributions	5,798	4,583	7,428	1,734	7,428	9,910	33.41%	
101-450-5200-41220	FICA Contributions	6,027	4,846	7,857	1,576	7,857	10,108	28.65%	
101-450-5200-41230	Medicare Contributions	1,410	1,133	1,843	369	1,843		-100.00%	
101-450-5200-41300	Insurance	18,232	19,091	18,481	1,070	18,481	35,076	89.79%	
	Life Insurance						200	#DIV/0!	
	STD/LTD						544	#DIV/0!	
	Safety Clothing Allowance			236		236	315	33.47%	Boots (\$175 per person allocated by Salary Allocation)

**CITY OF LAKE ELMO
2019 PROPOSED BUDGET**

Master Worksheet - All Budgets - REVISED

Account Number	Description	2016 Actual	2017 Actual	2018 Adopted	2018 YTD - Jun 2018	2018 Projected	2019 Proposed	Adopted 2018 to Proposed 2019 Percent Change	Comments
	Unemployment Benefits		1,367					#DIV/0!	
101-450-5200-41510	Workers Compensation	3,735	4,206	7,419	22,078	22,078	22,078	197.59%	
Total Personnel		\$ 136,557	\$ 116,124	\$ 170,380	\$ 52,891	\$ 163,959	\$ 224,358	31.68%	
Materials and Supplies									
101-450-5200-42000	Office Supplies	60	611	800	319	800	800	0.00%	
101-450-5200-42120	Fuel, Oil and Fluids						2,000	#DIV/0!	\$30,000 - \$15K Streets, \$2K Parks, \$4.5K W, \$4.5K S, \$0.4K SW
101-450-5200-42150	Operating Supplies	1,338	182	1,000	611	1,000	1,000	0.00%	
101-450-5200-42160	Chemicals	1,057	577	2,000		2,000	2,000	0.00%	
101-450-5200-42210	Repair/Maint. Supplies	4,505	1,153	7,000	768	5,000	7,000	0.00%	Combined with Landscaping materials
101-450-5200-42230	Building Repair Supplies	619	100	500	13	500	500	0.00%	
101-450-5200-42250	Landscaping Materials		2,593					#DIV/0!	
101-450-5200-42400	Small Tools & Minor Equipment	2,365	2,548	2,500	247	2,500	5,000	100.00%	
Total Materials and Supplies		\$ 9,944	\$ 7,762	\$ 13,800	\$ 1,958	\$ 11,800	\$ 18,300	32.61%	
Charges and Services									
101-450-5200-43150	Contracted Services		7,592	13,000	9,551	56,000	80,000	515.38%	Sunfish Mgmt (GRG)\$10K, Mowing \$58k, \$13k Fertilizer, \$9k misc
	IT Support						4,636	#DIV/0!	Roseville
	IT Hardware							#DIV/0!	
	Software Programs						340	#DIV/0!	Roseville
101-450-5200-43210	Telephone	1,358	948	1,200	349	1,200	993	-17.28%	Roseville \$350.7, Sprint \$642
101-450-5200-43510	Public Notices		66					#DIV/0!	
101-450-5200-43630	Insurance	3,079	3,198	5,000	5,403	5,403	6,214	24.27%	corrected allocation, incr 15% over prev yr.
101-450-5200-43810	Utilities	6,446	10,641	10,500	4,187	10,500	10,500	0.00%	Water costs added in.
101-450-5200-43840	Refuse	20	1,991	1,000	1,161	1,200	1,000	0.00%	
101-450-5200-44010	Repairs/Maint Bldg	63	130	2,800	1,831	3,000	5,000	78.57%	garage door repairs at pole shed
101-450-5200-44030	Repairs/Maint Imp Not Bldgs	2,959	9,113	3,200	1,177	3,200	3,200	0.00%	
101-450-5200-44040	Repairs/Maint Eqpt	2,235	1,170	3,200	1,120	2,000	3,200	0.00%	
101-450-5200-44120	Rentals - Buildings	6,476	7,627	7,000	1,374	7,600	8,000	14.29%	porta-potties at new parks
101-450-5200-44170	Uniforms	67	58	100		100	1,078	978.00%	Allocated from Streets
101-450-5200-44301	Events	-	450	500	482	482	500	0.00%	Tree Give Away
101-450-5200-44302	Lakes	-	7,499	15,000	4,506		15,000	0.00%	Grant to treat Invasive Species
101-450-5200-44370	Conferences & Training	-		1,200	900	1,200	1,200	0.00%	
101-450-5200-44130	Equipment Rental	-		1,000		1,000	1,200	20.00%	
101-450-5200-44375	Personal Protection Equipment	341	1,521	800	594	800	800	0.00%	
Total Charges and Services		\$ 23,044	\$ 52,003	\$ 65,500	\$ 32,634	\$ 93,685	\$ 142,860	118.11%	
Capital Outlay									
	Transfer to Vehicle Replacement Fund						14,817	#DIV/0!	Transfer to Vehicle Replacement Fund
101-5200-5200-45500	Capital Purchases	-	-	25,000	-	-	-	-100.00%	
Total Capital Outlay		\$ -	\$ -	\$ 25,000	\$ -	\$ -	\$ 14,817	-40.73%	
Miscellaneous									
101-450-5200-44300	Miscellaneous	521	(1,434)	1,200	460	1,200	1,000	-16.67%	
Total Miscellaneous		\$ 521	\$ (1,434)	\$ 1,200	\$ 460	\$ 1,200	\$ 1,000	-16.67%	
5200	Total Parks & Recreation	\$ 170,066	\$ 174,456	\$ 275,880	\$ 87,944	\$ 270,644	\$ 401,335	45.47%	
9000 Transfers									
Transfers									
	Transfer to Washington County (Library)		7,966						Transfer Fund Balance to Washington Co.
	Transfer to Vehicle Replacement Fund						435,076		
	Transfer to Vehicle Replacement Fund	-	-	-	-	-	100,000	#DIV/0!	Using Fund Balance to Start Fund
Total Transfers		\$ -	\$ 7,966	\$ -	\$ -	\$ -	\$ 535,076	#DIV/0!	

**CITY OF LAKE ELMO
2019 PROPOSED BUDGET**

~~Master Worksheet - All Budgets - REVISED~~

<u>Account Number</u>	<u>Description</u>	<u>2016 Actual</u>	<u>2017 Actual</u>	<u>2018 Adopted</u>	<u>2018 YTD - Jun 2018</u>	<u>2018 Projected</u>	<u>2019 Proposed</u>	<u>Adopted 2018 to Proposed 2019 Percent Change</u>	<u>Comments</u>
9000	Total Transfers	\$ -	\$ 7,966	\$ -	\$ -	\$ -	\$ 535,076	#DIV/0!	
9000	Contingency Reserve								
	Contingency Reserve								
	Reserve for possible Insurance Increase	-	-	-	-	-	54,892	#DIV/0!	Set aside for possible Insurance increase
	Total Contingency Reserve	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 54,892	#DIV/0!	
9000	Contingency Reserve	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 54,892	#DIV/0!	
	Total General Fund Expenditures:	\$ 3,575,684	\$ 4,332,972	\$ 4,670,734	\$ 1,853,100	\$ 4,377,454	\$ 5,601,009	19.92%	
	Total Gen Fund Revs. Over/(Under) Expenditures:	\$ 800,670	\$ 220,286	\$ (194,000)	\$ 815,038	\$ 414,078	\$ (124,000)	-36.08%	Use of Fund Balance if negative
							(0.00)		

CITY OF Lake Elmo
Financial Management Plan Summary DRAFT ONLY

Tax Rate at 2% Increase

Revenue Inflation Rate	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%
Expenses Inflation Rate	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%

	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029
	Actual	Actual	Actual	Actual	Budget	Budget				Projected						
REVENUE																
1 PROPERTY TAX LEVY	2,237,110	2,206,350	2,019,331	1,643,358	2,202,698	2,973,905	3,239,137	3,268,509	3,582,939	3,295,849	3,463,849	3,676,701	4,025,358	4,252,295	4,869,510	5,500,376
2 Adjust for Fiscal Disparities	140,432	179,607	157,096	159,325	149,615	199,221	199,221	199,221	199,221	199,221	199,221	199,221	199,221	199,221	199,221	199,221
Other Taxes (Delinq., Mobile Home, Penalties)	39,696	48,272	28,097	38,529	30,500	30,500	30,500	30,500	30,500	30,500	30,500	30,500	30,500	30,500	30,500	30,500
3 LICENSE AND PERMIT	451,953	828,494	1,210,619	1,477,918	994,400	1,056,900	1,078,038	1,099,599	1,121,591	1,144,023	1,166,903	1,190,241	1,214,046	1,238,327	1,263,093	500,000
4 INTERGOVERNMENTAL (excludes Fiscal Disparities)	190,148	222,352	209,373	206,185	238,026	267,835	267,835	267,835	267,835	267,835	267,835	267,835	267,835	267,835	267,835	267,835
5 CHARGES FOR SERVICES	30,192	35,796	543,973	738,580	611,595	626,600	639,132	651,915	664,953	678,252	691,817	705,653	719,766	734,162	748,845	763,822
6 FINES/FOREFEITS	48,647	48,739	49,505	41,418	49,000	49,000	49,980	50,980	51,999	53,039	54,100	55,182	56,286	57,411	58,560	59,731
7 INTEREST EARNINGS	71,813	23,501	20,437	27,665	40,000	40,000	40,800	41,616	42,448	43,297	44,163	45,046	45,947	46,866	47,804	48,760
8 MISC. (See note 1 below)	192,355	74,772	146,102	220,280	160,900	233,048	237,709	242,463	247,312	252,259	257,304	262,450	267,699	273,053	278,514	284,084
9 SALE OF ASSETS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
10 TOTAL REVENUE	3,402,346	3,667,883	4,384,533	4,553,258	4,476,734	5,477,009	5,782,352	5,852,637	6,208,799	5,964,275	6,175,692	6,432,830	6,826,658	7,099,670	7,763,882	7,654,329
EXPENDITURES																
13 GENERAL GOVERNMENT	1,046,906	1,025,320	1,290,461	1,473,094	1,236,966	1,188,790	1,236,342	1,285,795	1,337,227	1,390,716	1,446,345	1,504,199	1,564,367	1,626,941	1,692,019	1,759,700
14 PUBLIC SAFETY	1,198,546	1,203,765	1,258,609	1,481,443	1,733,118	1,847,798	1,921,710	1,998,578	2,078,521	2,161,662	2,248,129	2,338,054	2,431,576	2,528,839	2,629,993	2,735,192
15 PUBLIC WORKS	585,071	686,401	856,548	1,193,408	1,255,770	1,418,935	1,489,882	1,564,376	1,642,595	1,724,724	1,810,961	1,901,509	1,996,584	2,096,413	2,201,234	2,311,296
16 CULTURE AND RECREATION	208,204	229,595	170,066	174,456	250,880	386,518	401,979	418,058	434,780	452,171	470,258	489,069	508,631	528,977	550,136	572,141
18 MISCELLANEOUS	69,403	69,403	107,094	7,966	0	54,892	0	0	0	0	0	0	0	0	0	0
19 CAPITAL OUTLAY	0	0	0	0	0	70,000	0	0	0	0	0	0	0	0	0	0
20 GENERAL GOVERNMENT	0	0	0	0	0	24,000	0	0	0	60,000	0	0	0	0	0	0
21 PUBLIC SAFETY	0	0	0	2,602	24,000	24,000	0	0	0	0	0	0	0	0	0	0
22 PUBLIC WORKS	0	0	0	0	145,000	0	0	0	60,000	0	0	0	0	0	0	0
23 CULTURE AND RECREATION	0	0	0	0	25,000	0	0	0	0	0	0	0	0	0	0	0
24 TRANSFER OUT	360,000	447,118	0	0	0	0	0	0	0	0	0	0	0	0	0	0
25 CAPITAL EQUIPMENT	0	0	0	0	0	75,000	100,000	125,000	150,000	175,000	200,000	200,000	200,000	200,000	200,000	200,000
Additional Transfer to Capital Equipment	0	0	0	0	0	535,076	632,440	460,830	505,675	0	0	0	125,500	118,500	490,500	76,000
29	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
30 TOTAL EXPENDITURES	3,398,727	3,661,602	3,682,778	4,332,969	4,670,734	5,601,009	5,782,352	5,852,637	6,208,798	5,964,274	6,175,692	6,432,830	6,826,658	7,099,670	7,763,881	7,654,329
31																
32 REVENUE OVER (UNDER) EXPENSES	3,619	6,281	701,755	220,289	(194,000)	(124,000)	(0)	(0)	0	0	(0)	0	0	(0)	0	(0)
33																
34 BEGINNING FUND BALANCE	3,177,382	3,181,001	3,187,282	3,889,037	4,109,326	3,915,326	3,791,326	3,791,326	3,791,326	3,791,326	3,791,327	3,791,326	3,791,326	3,791,327	3,791,327	3,791,327
38 ENDING FUND BALANCE	3,181,001	3,187,282	3,889,037	4,109,326	3,915,326	3,791,326	3,791,326	3,791,326	3,791,326	3,791,327	3,791,326	3,791,326	3,791,327	3,791,327	3,791,327	3,791,327
41																
42																
43 GENERAL FUND OPERATING TAX LEVY	2,421,588	2,421,588	2,190,706	1,818,847	2,382,813	2,973,905	3,239,137	3,268,509	3,582,939	3,295,849	3,463,849	3,676,701	4,025,358	4,252,295	4,869,510	5,500,376
44 ANNUAL INCREASE		0.0%	-9.5%	-17.0%	31.0%	24.8%	8.9%	0.9%	9.6%	-8.0%	5.1%	6.1%	9.5%	5.6%	14.5%	13.0%
45																
48 TOTAL OTHER GENERAL LEVIES	256,957	231,261	256,957	256,957	0											
49																
50 EXISTING DEBT SERVICE LEVIES	484,814	484,814	664,541	874,622	1,213,788	1,215,932	1,215,932	1,158,723	1,022,051	1,025,432	937,558	834,293	706,568	711,996	486,825	179,314
51																
55 TOTAL EXISTING TAX LEVIES	3,163,359	3,137,663	3,112,204	2,950,426	3,596,601	4,189,837	4,455,069	4,427,232	4,604,990	4,321,281	4,401,407	4,510,994	4,731,926	4,964,291	5,356,335	5,679,690
56																
64 TOTAL NEW ADDITIONS TO TAX LEVY	0	0	0	0	0	0	100,000	513,915	744,035	1,545,858	2,032,143	2,307,861	2,461,418	2,613,306	2,615,181	2,696,301
65																
66 GROSS LEVY TO TAXPAYERS	3,163,359	3,137,663	3,112,204	2,950,426	3,596,601	4,189,837	4,555,069	4,941,147	5,349,025	5,867,139	6,433,550	6,818,855	7,193,343	7,577,597	7,971,516	8,375,991
67 FISCAL DISPARITIES	-161,313	-187,743	-157,509	-161,272	-149,615	-199,221										
68 NET LEVY TO TAXPAYERS	3,002,046	2,949,920	2,954,695	2,789,154	3,446,986	3,990,616	4,355,848	4,741,926	5,149,804	5,667,918	6,234,329	6,619,634	6,994,122	7,378,376	7,772,295	8,176,770
69																
70 EXISTING TAX BASE	10,814,010	12,395,813	12,779,339	13,933,542	15,359,350	17,424,380	17,685,746	18,925,404	20,198,273	21,505,069	22,846,525	24,223,386	25,636,412	27,086,379	28,574,077	30,100,311
71 NEW CONSTRUCTION TAX CAP (from lines 86-89)	0	0	0	0	0	0	959,973	974,372	988,988	1,003,822	1,018,880	1,034,163	1,049,675	1,065,421	1,081,402	1,097,623
73 TOTAL TAX CAPACITY	10,814,010	12,395,813	12,779,339	13,933,542	15,359,350	17,424,380	18,645,718	19,899,776	21,187,260	22,508,892	23,865,405	25,257,549	26,686,088	28,151,800	29,655,479	31,197,934
74																
75 TAX RATE ON TAX CAPACITY	27.761%	23.798%	23.121%	20.018%	22.442%	22.902%	23.361%	23.829%	24.306%	25.181%	26.123%	26.209%	26.209%	26.209%	26.209%	26.209%
76 TAX RATE % CHANGE		-14.28%	-2.84%	-13.42%	12.11%	2.05%	2.00%									

Exhibit B
CITY OF Lake Elmo
Financial Management Plan Summary DRAFT ONLY
Real City Taxes Paid by Average Homes

	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029
A. Property Tax Levy																
Operating Levy	\$2,421,588	\$2,421,588	\$2,190,706	\$1,818,847	\$2,382,813	\$2,973,905	\$3,239,137	\$3,268,509	\$3,582,939	\$3,295,849	\$3,463,849	\$3,676,701	\$4,025,358	\$4,252,295	\$4,869,510	\$5,500,376
Existing Debt	\$484,814	\$484,814	\$664,541	\$874,622	\$1,213,788	\$1,215,932	\$1,215,932	\$1,158,723	\$1,022,051	\$1,025,432	\$937,558	\$834,293	\$706,568	\$711,996	\$486,825	\$179,314
New Debt and Operating	\$0	\$0	\$0	\$0	\$0	\$0	\$100,000	\$513,915	\$744,035	\$1,545,858	\$2,032,143	\$2,307,861	\$2,461,418	\$2,613,306	\$2,615,181	\$2,696,301
Total Tax Levy	\$2,906,402	\$2,906,402	\$2,855,247	\$2,693,469	\$3,596,601	\$4,189,837	\$4,555,069	\$4,941,147	\$5,349,025	\$5,867,139	\$6,433,550	\$6,818,855	\$7,193,343	\$7,577,597	\$7,971,516	\$8,375,991
B. Taxes Paid-City Only																
Market value	127,700	142,900	142,900	144,600	150,000	150,000	152,250	154,534	156,852	159,205	161,593	164,017	166,477	168,974	171,509	174,082
Market Value Exclusion	25,747	24,379	24,379	24,226	23,740	23,740	23,538	23,332	23,123	22,912	22,697	22,478	22,257	22,032	21,804	21,573
Taxable Market Value	101,953	118,521	118,521	120,374	126,260	126,260	128,712	131,202	133,729	136,293	138,896	141,539	144,220	146,942	149,705	152,509
Tax capacity	1,020	1,185	1,185	1,204	1,263	1,263	1,287	1,312	1,337	1,363	1,389	1,415	1,442	1,469	1,497	1,525
Property taxes	\$283.16	\$282.01	\$273.98	\$241.02	\$283.44	\$289.25	\$300.66	\$312.64	\$324.97	\$343.22	\$362.85	\$370.86	\$377.93	\$385.01	\$392.35	\$399.69
Market value	170,300	190,600	190,600	192,900	200,000	200,000	203,000	206,045	209,136	212,273	215,457	218,689	221,969	225,299	228,678	232,108
Market Value Exclusion	21,913	20,086	20,086	19,879	19,240	19,240	18,970	18,696	18,418	18,135	17,849	17,558	17,263	16,963	16,659	16,350
Taxable Market Value	148,387	170,514	170,514	173,021	180,760	180,760	184,030	187,349	190,718	194,138	197,608	201,131	204,706	208,336	212,019	215,758
Tax capacity	1,484	1,705	1,705	1,730	1,808	1,808	1,840	1,873	1,907	1,941	1,976	2,011	2,047	2,083	2,120	2,158
Property taxes	\$411.97	\$405.76	\$394.21	\$346.31	\$405.75	\$414.07	\$429.84	\$446.32	\$463.52	\$488.76	\$516.19	\$527.06	\$536.50	\$545.93	\$555.63	\$565.59
Market value	325,900	364,700	364,700	369,100	382,800	396,964	402,918	408,962	415,096	421,322	427,642	434,057	440,568	447,177	453,885	460,693
Market Value Exclusion	7,909	4,417	4,417	4,021	2,788	1,513	977	433	-	-	-	-	-	-	-	-
Taxable Market Value	317,991	360,283	360,283	365,079	380,012	395,451	401,941	408,529	415,096	421,322	427,642	434,057	440,568	447,177	453,885	460,693
Tax capacity	3,180	3,603	3,603	3,651	3,800	3,955	4,019	4,085	4,151	4,213	4,276	4,341	4,406	4,472	4,539	4,607
Property taxes	\$882.80	\$857.44	\$833.05	\$730.86	\$852.80	\$905.77	\$938.88	\$973.41	\$1,008.94	\$1,060.88	\$1,117.02	\$1,137.73	\$1,154.77	\$1,172.07	\$1,189.63	\$1,207.45
Market value	425,800	476,500	476,500	482,200	500,000	500,000	507,500	515,113	522,840	530,683	538,643	546,723	554,924	563,248	571,697	580,272
Market Value Exclusion	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Taxable Market Value	425,800	476,500	476,500	482,200	500,000	500,000	507,500	515,113	522,840	530,683	538,643	546,723	554,924	563,248	571,697	580,272
Tax capacity	4,258	4,765	4,765	4,822	5,000	5,000	5,094	5,189	5,286	5,384	5,483	5,584	5,687	5,791	5,896	6,003
Property taxes	\$1,182.06	\$1,133.97	\$1,101.72	\$965.27	\$1,122.10	\$1,145.10	\$1,190.01	\$1,236.49	\$1,284.82	\$1,355.75	\$1,432.32	\$1,463.51	\$1,490.51	\$1,517.76	\$1,545.28	\$1,573.33
Tax Rate	27.76100%	23.79800%	23.12100%	20.01800%	22.44200%	22.90200%	23.36100%	23.82900%	24.30600%	25.18100%	26.12300%	26.20900%	26.20900%	26.20900%	26.20900%	26.20900%

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

RESOLUTION NO. 2018-104

**RESOLUTION APPROVING 2019 PRELIMINARY GENERAL FUND BUDGET, 2019
PRELIMINARY PROPERTY TAX LEVY, AND SETTING PUBLIC HEARING DATE
FOR THE 2019 BUDGET AND 2019 FINAL PROPERTY TAX LEVY FOR TUESDAY
DECEMBER 4, 2018 AT 7:00 P.M.**

WHEREAS, The City of Lake Elmo is required by State law to approve a resolution setting forth an annual property tax levy to the Washington County Auditor; and

WHEREAS, Minnesota Statutes require approval of a preliminary property tax levy and a preliminary budget on or before September 30th of each year; and

WHEREAS, the City Council has received the preliminary budget document;

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Lake Elmo, that the Preliminary 2019 Budget shall be as follows:

	2019 Preliminary
General Fund Revenues:	
Property Taxes	\$3,203,626
Licenses and Permit	1,056,900
Intergovernmental	267,835
Charges for Services	626,600
Fines and Forfeits	49,000
Interest on Investments	40,000
Miscellaneous	233,048
Total General Fund Revenues	\$5,477,009
General Fund Expenditures:	
General Government	\$1,313,682
Public Safety	1,847,798
Public Works	1,418,935
Culture & Recreation	386,518
Capital Outlay	99,000
Transfers	535,076
Total General Fund Expenditures	\$5,601,009

BE IT FURTHER RESOLVED that the Public Hearing will be held on Tuesday December 4, 2018 at 7:00 p.m.; and

BE IT FURTHER RESOLVED that the City Council of the City of Lake Elmo, Washington County, Minnesota, that the following sums of money be levied in 2018, for

collection in 2019 upon the taxable property in said City of Lake Elmo for the following purposes:

	2019 Preliminary
TAX CAPACITY BASED TAX LEVY	<u>Levy</u>
General Fund	\$2,973,905
Debt Service	<u>1,215,932</u>
TOTAL TAX LEVIES	\$4,189,837

And

BE IT FURTHER RESOLVED that the Finance Director is hereby authorized and directed to transmit this information to the County Auditor of Washington County, Minnesota and the Minnesota Department of Revenue, if applicable, in the format requested as required by law.

ADOPTED, by the Lake Elmo City Council on the 18th day of September, 2018.

Mike Pearson
Mayor

ATTEST:

Julie Johnson
City Clerk