



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

## NOTICE OF MEETING

City Council Meeting

Tuesday, October 7, 2014 7:00 P.M.

City of Lake Elmo | 3800 Laverne Avenue North

### AGENDA

- A. Call to Order
- B. Pledge of Allegiance
- C. Roll Call
- D. Order of Business
- E. Approval of Agenda
- F. Accept Minutes
  - 1. Accept September 16, 2014 City Council Meeting Minutes
- G. Council Reports
  - Mayor
  - Council
- H. Presentations/Public Comments/Inquiries
  - 2. Recognition of Dave Moore's service to City
  - 3. EDA Appointments – Linda Larson & Mark Gaertner
  - 4. Rural Development Report and Update
- I. Finance Consent Agenda
  - 5. Approve Payment of Disbursements and Payroll
  - 6. 2014 Stormwater Assessments; **Resolution No. 2014-78**
  - 7. Production Well No. 4 – Pay Request No. 8
- J. Other Consent Agenda
  - 8. Encroachment Agreement – 5388 Marquess Trail
  - 9. Volleyball Courts at Pebble Park
  - 10. Ball Field Fencing at VFW and Reid Parks
  - 11. Call for Public Hearing for Redevelopment Plan Proposed by the EDA; **Resolution No. 2014-79**
- K. Regular Agenda
  - 12. Massage Therapy License; **Public Hearing**
  - 13. 2015 Street and Utility Improvements – Approve Feasibility Report and Order Public Hearing; **Resolution No. 2014-80**
  - 14. Hammes Estates Final Plat; **Resolution No. 2014-81**
  - 15. Hammes Estates Developer's Agreement; **Resolution No. 2014-82**
  - 16. Hunter's Crossing Developer's Agreement; **Resolution No. 2014-83**
  - 17. Savona 1<sup>st</sup> and 2<sup>nd</sup> Addition Assessment Reallocation
- L. New Business
  - 18. Sanctuary Park Equipment Installation
- M. Staff Reports and Announcements
  - City Administrator
  - City Attorney
  - Planning Director
  - City Engineer
  - Finance Director
  - City Clerk
- N. Adjourn

**LAKE ELMO CITY COUNCIL MINUTES  
SEPTEMBER 16, 2014**

**CITY OF LAKE ELMO  
CITY COUNCIL MINUTES  
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*Mayor Pearson called the meeting to order at 7:00 pm.*

**PRESENT:** Mayor Mike Pearson and Council Members Wally Nelson, Anne Smith, Justin Bloyer, and Mike Reeves.

Staff present: City Administrator Zuleger, City Attorney Snyder, Community Development Director Klatt, City Engineer Griffin, Finance Director Bendel, and City Clerk Bell.

**PLEDGE OF ALLIGENCE**

**APPROVAL OF AGENDA**

Council Member Bloyer pulled Item 13 for discussion. Council Member Smith pulled Items 9 and 12 for discussion.

***MOTION:** Council Member Bloyer moved **TO APPROVE THE SEPTEMBER 16, 2014 CITY COUNCIL AGENDA AS AMENDED.** Council Member Nelson seconded the motion. **MOTION PASSED 5-0.***

**ITEM 1: ACCEPT MINUTES**

***THE SEPTEMBER 2, 2014 CITY COUNCIL MINUTES WERE APPROVED AS PRESENTED BY CONSENSUS OF THE CITY COUNCIL.***

**COUNCIL REPORTS:**

**Mayor Pearson:** attended meeting with residents of the Hamlet neighborhood regarding sewer hook-up; met with Commissioner Kriesel and County Staff on a few matters, attended Gateway Corridor meeting and library event. Reported making headway on the library JPA with the county; attended groundbreaking for Family Means youth center. It was a great event with a great group.

**Council Member Smith:** attended finance committee meeting; noted that some Planning Commissioners she has spoken with want the planning packets to be in a consistent format and more time to review; called for an action item list to determine the status of development conditions being met; read statement regarding moments of silence. A moment of silence was held for staff members Cathy Bendel and Joan Ziertman who recently lost their father and for resident Kacee Tollefsbol and her sister Ashlee Steele, who were recently killed.

**Council Member Bloyer:** attended finance committee meeting, groundbreaking for Family Means, and library event to meet the new director.

**Council Member Reeves:** met the new library director; met with Commissioner Kriesel and Wayne Sandberg.

**Council Member Nelson:** attended Hamlet neighborhood meeting, library event to meet the new director, and Parks Commission meeting on September 15<sup>th</sup>; HR Committee will be meeting soon to finalize performance management process; attended Gateway Corridor meeting and library event.

**PRESENTATION: 36<sup>TH</sup> & 37<sup>TH</sup> STREET IMPROVEMENTS**

City Administrator Zuleger read the resident submitted letter. The letter called for postponing the street improvements. Mayor Pearson noted that the city is considering the question of how to deal with urban and rural roads.

**PUBLIC COMMENTS/INQUIRIES**

**Steve DeLapp,** 8468 Lake Jane Trl., spoke about city densities. He called for a moratorium on development.

**Susan Dunn,** 11018 Upper 33<sup>rd</sup> St. N., requested the current city debt amount. She spoke about pausing growth instead of using the term moratorium. She called for a city-wide open meeting for all residents. City Administrator Zuleger stated the debt amount was \$18,500,000.00

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**Ben Roth**, 10819 3<sup>rd</sup> St. Pl., accused the City of violating the open meeting law. He wanted a more specific description of the April 15 closed meeting that had been reported during a previous meeting.

**Ed Klein**, St. Paul, is currently Council Member Smith's Realtor license broker. He spoke about how he would have handled complaints.

**Jay Johnson**, 12153 Marquess Ln. N., Anne Smith's husband spoke alleged that the council, attorney, and staff have gone too far in restricting her. He criticized the city for not following the civility rules.

**Kofi Bruce**, 11671 56<sup>th</sup> St. N., spoke about the Sanctuary Park playground. He did not understand the process that took place to delay installing the park. He wants the park installed.

**Ben Backberg**, 5693 Linden Ave. N. spoke about not receiving proper notice about Parks Commission meeting that took place on 9/15/2014 that discussed the Sanctuary Park playground according to the city code. He wants the park installed.

Mayor Pearson and Council Member Reeves responded to some of the public comments regarding the park and the council-staff relations. The park approval process was further explained. Also, due to privacy rules, there are restrictions on what can be disclosed publicly regarding the personnel matter. Council Member Bloyer asked that the park be placed back on the agenda. City Administrator Zuleger responded that the item will be on the first meeting in October. Council Member Nelson also wants the park back on the agenda.

**Teresa Silvernale**, 11751 58<sup>th</sup> St. N., spoke about her involvement in having the park built. She asserted that Council Member Smith was the party responsible for stopping the park being installed. Ms. Smith responded that she did not stop the park, but asked that it be held for two weeks to make sure the process had been properly followed.

**ITEM 2: PROCLAMATION – CONSTITUTION WEEK**

Mayor Pearson read the proclamation recognizing the week of September 15th 2014 as Constitution Week.

**PUBLIC COMMENTS/INQUIRIES (Cont'd)**

**Deb Krueger**, 4452 Lake Elmo Ave. N., spoke about the Wildflower development. She claimed to not be notified as she believed she was entitled.

**Todd Ptacek**, 812 Julep Ave. N., spoke about being concerned about the impact of the previously approved Kwik Trip station. Community Development Director Kyle explained that there has been no change as the parcel has always been guided for commercial.

**Curtis Monteith**, 331 Julep Ave. N., spoke about the Stonegate Park and the surrounding development. He asked that the City consider increasing the green space/lung space of Stonegate Park.

**ITEM 3: PROCLAMATION – VOLKSMARCH**

Council Member Bloyer read the proclamation recognizing Sunday, October 11, 2014 as the first Annual Volksmarch.

**FINANCE CONSENT AGENDA**

4. Approve Payment of Disbursements and Payroll
5. Accept Financial Report dated August 31, 2014
6. Accept Building Report dated August 31, 2014
7. Accept City Assessor Report dated August 31, 2014
8. Pumphouse No. 4 Improvements – Pay Request No. 4
9. ~~Lake Elmo Avenue Watermain Improvements – Pay Request No. 2~~
10. 2014 Street Improvements – Pay Request No. 2
11. Well No. 4 Connecting Watermain Improvements – Call for Final Assessment Hearing; **Res. No. 2014-68**
12. ~~Lake Elmo Avenue Trunk Watermain Improvements – Call for Final Assessment Hearing; Res. No. 2014-69~~
13. ~~Special Assessment Abatement Request – MN DNR Land; Res. No. 2014-70~~

**MOTION:** Council Member Nelson moved **TO APPROVE THE FINANCE CONSENT AGENDA AS AMENDED.** Council Member Bloyer seconded the motion. **MOTION PASSED 5-0.**

**OTHER CONSENT AGENDA**

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14. Authorize John Schiltz to dispense Beer and Wine Coolers at the Volksmarch Event on 10/11/2014.

**MOTION:** Mayor Pearson moved **TO APPROVE THE OTHER CONSENT AGENDA AS PRESENTED.** Council Member Reeves seconded the motion. **MOTION PASSED 5-0.**

**ITEM 9: Lake Elmo Avenue Watermain Improvements – Pay Request No. 2**

Council Member Smith explained her reasoning for not supporting this item. She does not approve the watermain improvement project and wants to be consistent.

**MOTION:** Council Member Nelson moved **TO APPROVE PAY REQUEST NO. 2 TO GM CONTRACTING INC IN THE AMOUNT OF \$395,509.31, FOR THE LAKE ELMO AVENUE TRUNK WATERMAIN IMPROVEMENTS PROJECT.** Council Member Reeves seconded the motion. **MOTION PASSED 4-1 (SMITH – NAY).**

**ITEM 12: LAKE ELMO AVENUE TRUNK WATERMAIN IMPROVEMENTS – CALL FOR FINAL ASSESSMENT HEARING; RES. NO. 2014-69**

Council Member Smith explained her reasoning for not supporting this item. She again does not support the watermain project. She wants to be consistent. Council Member Reeves asked what the financial impact would be if the project was stopped at this point. Finance Director Bendel explained that as it is a water project and is paid out of the water fund, the payments would have to come from somewhere. Ms. Smith does not want to be forced to accept development simply to pay for it.

**MOTION:** Council Member Nelson moved **TO APPROVE RESOLUTION NO. 2014-69; A RESOLUTION DECLARING COSTS TO BE ASSESSED, ORDERING PREPARATION OF PROPOSED ASSESSMENT, AND CALLING FOR THE HEARING ON THE PROPOSED ASSESSMENT FOR THE LAKE ELMO AVENUE TRUNK WATERMAIN IMPROVEMENTS.** Council Member Reeves seconded the motion.

It was noted that this item is about the assessments for those who will be benefiting from the water line.

**MOTION PASSED 4-1 (SMITH – NAY).**

Anne Bucheck, 2361 Legion Ave. N., asked about the project.

**ITEM 13: SPECIAL ASSESSMENT ABATEMENT REQUEST – MN DNR LAND; RES. NO. 2014-70**

Council Member Bloyer asked for clarification. The DNR objected on the grounds of being a sovereign government and therefore not assessable.

**MOTION:** Council Member Bloyer moved **TO APPROVE ABATEMENT OF \$270.00 BECAUSE THE MN DNR OBJECTS TO ASSESSMENT AS A SOVEREIGN GOVERNMENT.** Council Member Smith seconded the motion. **MOTION PASSED 5-0.**

**REGULAR AGENDA**

**ITEM 15: GATEWAY CORRIDOR LPA RESOLUTION; RES. NO. 2014-71**

City Administrator Zuleger presented summary of the proposed Gateway Corridor Bus Rapid Transit line. He explained the proposed resolution. By supporting the resolution now, the city becomes eligible for transit funding.

Lake Elmo requests: 1) is to turn back the section of Hudson Blvd. to Washington County; 2) access plan for Hudson Blvd land owners; 3) locating an eastern Gateway station and dedicated planning resources for transit oriented development; 4) no interchange at Lake Elmo Ave and I94; 5) security for area is addressed.

Commissioner Kriesel commended Mr. Zuleger's overview of the project. He acknowledged that there are many unanswered questions. The county has them too. He noted that the resolution is non-binding support. The County Transit Investment Board funding was also explained.



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Council Member Bloyer asked what benefit would be gained. Mr. Kriesel said that is what the study is for. The economic development is one claimed benefit. Commissioner Lisa Weik explained some of the other benefits that the project will include and further explained some of the financial breakdown. Traffic lanes and other transportation options were discussed. Council Member Nelson asked about who is doing the study. County Senior Planner Andy Getzlaff explained who would be doing what in regards to the study.

Community Development Director Klatt read letter from business owners along corridor who support the public transportation benefits. Mr. Klatt also explained the Met Council does not see any increase in density due to transit.

Mr. Nelson asked why all four alternatives are listed in the resolution. It was explained that the crossing location will be studied in depth. By leaving the other alternatives in the resolution it allows the most flexibility for future stations. Council consensus was in favor of adding the E3 alternative language. It was clarified that light rail is no longer an option. City Attorney Snyder suggested now is the time that Council should add any language that they want.

***MOTION: Mayor Pearson moved TO ADOPT RESOLUTION 2014-71, TRANSMITTING THE CITY OF LAKE ELMO'S SUPPORT OF THE LOCALLY PREFERRED ALTERNATIVE (LPA) TO THE RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY, WASHINGTON COUNTY REGIONAL RAILROAD AUTHORITY, AND THE METROPOLITAN COUNCIL. Council Member Reeves seconded the motion.***

Mayor Pearson wants the E3 alternative language added. Mr. Getzlaff suggested adding city also supports an E3 alternative. **“The City of Lake Elmo would also support an A-B-C-D2-E3 alignment and continued evaluation as part of the Draft EIS.”**

Council member Reeves believes there is a benefit for Lake Elmo if the City's requested conditions are met.

***MOTION PASSED 5-0.***

***Council Member Bloyer requested a point of privilege at 8:59 pm. Meeting reconvened at 9:05 pm.***

**ITEM 16: INWOOD PUD CONCEPT PLAN; RES. NO. 2014-72**

Community Development Director Klatt presented the PUD proposal by Inwood 10, LLC. Concept plan includes a mixed-use planned development consisting of 157 Acres including 273 single family residential lots, 144 townhomes, 150 multi-family units, 120 senior townhouse units and approximately 68,814 sq. ft. of commercial/office uses. Mr. Klatt explained the Planning Commission conditions of approval updates.

Council discussed Condition #20 regarding the western placement of the trails, Condition #18 regarding prohibiting multifamily north of 5<sup>th</sup> street, and Condition #19 regarding sidewalks in cul-de-sacs. The Council consensus is to have those conditions re-evaluated as to whether they are necessary.

Council Member Smith stated that she had not received this item in her packet. Mr. Klatt explained the number and type of units included in proposal. The density numbers were explained. It was noted that the northwestern 150 multifamily units would be eliminated and revert back to commercial. Mr. Klatt also explained the PUD was being sought for more flexibility in design.

**Pam Morreale**, 785 Jasmine Ave. N., read letter from neighbor Tom Fitzgerald (877 Jasmine Ave. N.), who could not attend meeting. He requested that the council deny the PUD based on the density. He also demanded that the city rewrite the comprehensive plan. Ms. Morreale read the petition that Stonegate submitted to the Planning Commission.

**John Rask** from Hans Hagen Homes presented the proposed development.

**Wayne Prowse**, 697 Julep Ave. N., spoke about preserving the Lake Elmo heritage by denying development that does not fit the character of the City.

**Nancy Andert**, 697 Julep Ave. N., spoke about the impact on the Stonegate neighborhood. Requested that council deny PUD.

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**Michael Lancette**, 832 Jasmine Ave. N., spoke in opposition to the PUD. He also identified specific issues he had with some of the conditions of approval.

**Curt Montieth**, 331 Julep Ave. N., asked if council had enough time to review the proposal. Council clarified that they had received the info along with the Planning Commission and Park Commission meetings.

City Administrator Zuleger explained staff's efforts to work with Mr. Montieth on the park issue.

**Planning Commissioner Tom Kreimer**, 772 Jewel Ave. N. and Stonegate resident, asked council to deny the request.

**Planning Commissioner Kathleen Haggard**, 12154 Marquess Ln. N., spoke about how the whole Stonegate neighborhood should have been notified.

**Greg Milner**, 9073 9<sup>th</sup> St. N., spoke about his concern about the density and the 100 foot buffer.

**Planning Commissioner Jill Lundgren**, 8282 Hidden Bay ct. N., took issue with the packet delivery. She does not believe the amount of time is not enough. Asked the council to deny proposal.

**David Heinrichs**, 781 Jewel Ave. N., asked the council to reconsider the pace of growth.

Council Member Bloyer noted that the city has to pay for the infrastructure in the ground.

**Ann Bucheck**, 2361 Legion Ave. N., agrees with the petition and urged Council to deny the PUD.

**Fred Pomeroy**, 687 Jewel Ave. N., opposed to PUD. He thinks that a builder will come back with a better product if they were forced to.

**Ben Roth**, 10819 3<sup>rd</sup> St. Pl., asked that council send the developer back "to the drawing board"

**MOTION:** *Mayor Pearson moved TO ADOPT RESOLUTION 2014-072, APPROVING THE INWOOD PUD GENERAL CONCEPT PLAN.* He withdrew his motion.

Council Member Smith presented the REC units previously mandated under the MOU and the new figures now that the MOU is no longer in effect. She suggested that the city reevaluate the density numbers. Mr. Klatt explained the comp plan and density.

Council Member Reeves noted that the developments Lake Elmo has approved have all been at the lower end of density figures. He and the mayor believe that it is important to have greater diversity in type of development. The current proposal is only 66% of the maximum density.

Mr. Zuleger explained staff efforts on managing the traffic issues on Inwood and 10<sup>th</sup>.

Mayor Pearson noted that the developer is following the approved land use plan. The Council clarified and discussed the proposed density. The overall density is 3.4 units per acre. Low density range is 2.5 to 4.0 units per acre.

Mayor Pearson expressed his desire for further consideration of conditions #19(sidewalks) and #21(designer lots). City Attorney Snyder explained the legal status of the proposal. It was further explained that the preliminary plat may contain different final densities when submitted, but it will be within the approved range. Council consensus was to direct the Planning Commission give further consideration of conditions #19 and #21.

**Motion:** *Council Member Bloyer moved TO ADOPT RESOLUTION 2014-072, APPROVING THE INWOOD PUD GENERAL CONCEPT PLAN, WITH ALL THE PROVISIONS DISCUSSED.* Council Member Reeves seconded the motion.

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Council Member Nelson acknowledged that the proposal is not perfect, but it is a great product and will be good for Lake Elmo. Council Member Smith wishes the numbers were lower but she likes Hans Hagen product. Council Member Bloyer noted that the city needs to play by the rules that are in place. Council Member Reeves is happy this builder is in Lake Elmo and this development can be something special. Council discussed density ranges versus set density numbers. Mr. Bloyer asked for the last comp plan that was approved when the city moved to ranges provided to council.

***MOTION PASSED 4-1 (SMITH – NAY)***

Council Member Smith explained she is not against developer or project but wants the parties to work together.

***Meeting recessed at 11:29 pm. Meeting reconvened at 11:34 pm.***

**ITEM 17: BOULDER PONDS PRELIMINARY PLAT AND PRELIMINARY PUD PLAN; RES. NO. 2014-73**

Community Development Director Klatt presented the Boulder Ponds PUD. The proposal consists of a 162-unit planned residential development on a 58.3 acre parcel. There will be 98 residential lots in 2 phases. There will be future multi-family units. Mr. Klatt explained the reason for the PUD, which mainly includes a couple of smaller lots and homes set closer together. Council Member Reeves noted that the proposal was at 61% of the maximum density.

**Deb Ridgeway** of OP3 Boulder Ponds Excelsior Group was available for questions. There were none.

***MOTION: Council Member Reeves moved TO ADOPT RESOLUTION NO. 2014-73, APPROVING THE BOULDER PONDS PRELIMINARY PLAT AND PRELIMINARY PUD PLAN SUBJECT TO 12 CONDITIONS OF APPROVAL. Council Member Smith seconded the motion.***

Some of the engineering department and fire department concerns were noted.

***MOTION PASSED 5-0.***

**ITEM 18: VILLAGE PARK PRESERVE PRELIMINARY PLAT; RES. NO. 2014-74**

Community Development Director Klatt described the proposed development by GSWA. The proposal consists of a 104-unit residential subdivision on a 63.6 acre parcel. Mr. Klatt explained the critical issues that are still pending. Stormwater management is a large issue. The street light impact fee was noted. Stormwater and regional retention was discussed. The impact these developments will have on the village was discussed. The proposed developments will actually be part of the solution for stormwater management.

The park dedication was discussed. Mr. Klatt noted that because the developer has another project in the Village planning area they are looking to receive credit for one applied to other.

**Dave Gonyea** noted that the additional infiltration and screening will be an option if the southern 4 homes on west side of the parkway are removed.

**Planning Commissioner Kathleen Haggard**, 12154 Marquess Ln. N., spoke in opposition to development. She wants a grander entrance and additional landscaping. It was agreed that Gonyea could “dress up” the entrance a bit and possibly put an island back in the plans.

***MOTION: Mayor Pearson moved TO ADOPT RESOLUTION NO. 2014-74, APPROVING THE VILLAGE PARK PRESERVE PRELIMINARY PLAT SUBJECT TO 13 CONDITIONS OF APPROVAL. Council Member Nelson seconded the motion. MOTION PASSED 5-0.***

**ITEM 19: HUNTERS CROSSING FINAL PLAT; RES. NO. 2014-75**

Community Development Director Klatt presented an overview of the proposed development by the Ryland Group. The proposal consists of a 51-unit residential subdivision on a 23 acre parcel and includes 22 single family lots. The phasing and design of 5<sup>th</sup> Street, access to the development, and landscaping was addressed. City Administrator Zuleger noted that the City has been working on this project for 14 months. What “half the road” means was further explained.

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**Tracy Rust** explained why the park dedication funds were proposed instead of land. Staff explained that the Regional trail on Manning will connect to the Jr. High.

**Planning Commissioner Kathleen Haggard**, 12154 Marquess Ln. N., spoke about her concern about the number of conditions attached. She would like the City to be able to check on plat condition completion after approval. She also does not believe that the school facilities are sufficient park facilities due to scheduling. Mr. Klatt explained that the final plats are not released until all the conditions are met.

Council Member Nelson asked about the required timeline to meet the final conditions.

**MOTION:** *Council Member Reeves moved TO ADOPT RESOLUTION NO. 2014-75, APPROVING THE FINAL PLAT FOR HUNTERS CROSSING. Mayor Pearson seconded the motion.*

Council Member Nelson noted that this development is also at the low range of density range.

**MOTION PASSED 5-0.**

**Meeting recessed at 12:27 am. Meeting reconvened at 12:31 am.**

**ITEM 20: SAVONA 2ND ADDITION FINAL PLAT; RES. NO. 2014-76**

Community Development Director Klatt summarized the Savona 2<sup>nd</sup> addition proposal. The second phase includes 45 additional lots. The timing of 5<sup>th</sup> Street construction was noted.

**MOTION:** *Council Member Bloyer moved TO ADOPT RESOLUTION NO. 2014-76 APPROVING THE FINAL PLAT FOR SAVONA 2<sup>ND</sup> ADDITION. Council Member Reeves seconded the motion. MOTION PASSED 5-0.*

**ITEM 21: SAVONA 2ND ADDITION DEVELOPERS AGREEMENT; RES. NO. 2014-77**

Community Development Director Klatt summarized the Savona 2<sup>nd</sup> addition developer agreement. Council Member Nelson asked about the typo in paragraph 33. Staff explained that when the final figures are entered, it will be corrected.

Lennar representative who was present stated that they have exceeded expectations in the number of lots being sold.

**MOTION:** *Council Member Reeves moved TO ADOPT RESOLUTION NO. 2014-77, APPROVING THE DEVELOPER'S AGREEMENT FOR SAVONA 2<sup>ND</sup> ADDITION. Council Member Nelson seconded the motion. MOTION PASSED 5-0.*

**ITEM 22: WILDFLOWER AT LAKE ELMO COMPREHENSIVE PLAN AMENDMENT; RES. NO. 2014-46**

Community Development Director Klatt explained that the previously set conditions for the CPA have been met. Those conditions included the conservation easement agreements between the Fields of St Croix and the City and Robert Engstrom Companies are completed, the developer makes a good faith effort to satisfy the adjacent properties regarding screening. The conservancy maintenance was discussed. Robert Engstrom explained that the HOA will assume the maintenance.

**Neil Krueger**, 4452 Lake Elmo Ave. N., urged the Council to eliminate the twelve lots in the northwest section of the proposal to preserve the viewshed.

**MOTION:** *Mayor Pearson moved TO ADOPT RESOLUTION NO. 2014-46, APPROVING A COMPREHENSIVE PLAN AMENDMENT TO CHANGE THE FUTURE LAND USE DESIGNATION OF TWO AREAS WITHIN THE WILDFLOWER AT LAKE ELMO DEVELOPMENT FROM RAD AND OP TO V-LDR AND V-MDR. Council Member Reeves seconded the motion.*

Council Member Smith wants to expand the notification radius. Council Member Reeves asked if the 12 homes could be relocated. Mr. Engstrom said that it is possible. His opinion is that the proposal will be special.

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**MOTION TO AMEND:** *Mayor Pearson moved TO AMEND THE MOTION BY ADDING THE LANGUAGE "CONTINGENT UPON THE CITY'S APPROVAL OF PRELIMINARY AND FINAL DEVELOPMENT PLANS FOR THE WILDFLOWER AT LAKE ELMO PUD THAT CONFORMS SUBSTANTIALLY WITH THE CONCEPT PLAN WITH THE CONVEYANCE AND/OR PROTECTION OF THE PLANNED OPEN SPACE AREAS OF THE CITY AND NEIGHBORHOOD ASSOCIATIONS AS STATED THEREIN."* Council Member Reeves seconded the motion to amend. **MOTION TO AMEND PASSED 5-0.**

**ORIGINAL MOTION PASSED 5-0.**

**ITEM 23: 39TH STREET NORTH: STREET AND SANITARY SEWER IMPROVEMENTS – CHANGE ORDER NO. 1**

City Engineer Griffin explained the reason for the change order. Engineering conducted some water system analysis and determined that by increasing the size of a section of the 39<sup>th</sup> Street watermain project from 12 inch to 16 inch, the City can eliminate the need for a water tower. The change order amount is \$118,975.00. The cost of the otherwise needed water tower is \$2.1 Million. Finance Director Bendel confirmed that the City could pay for this and then the shortfall would be added to 2015 bonding.

**MOTION:** *Council Member Smith moved TO APPROVE CHANGE ORDER NO. 1 FOR THE 39<sup>TH</sup> STREET NORTH: STREET AND SANITARY SEWER IMPROVEMENTS IN THE AMOUNT OF \$118,975.00.* Council Member Bloyer seconded the motion. **MOTION PASSED 5-0.**

**ITEM 24: DISCOVER CROSSING REPAIRS – TA SCHIFSKY QUOTE – \$21.9K**

City Administrator Zuleger provided overview of the item. This has been an ongoing issue for 6 years. The issue includes stormwater problems that have resulted because there is no curb on the island. It was explained that the funds will be taken out of the stormwater fund. Staff suggested that the amount be increased to \$24,000.

**MOTION:** *Council Member Smith moved TO APPROVE AN AMOUNT NOT TO EXCEED \$24,000 TO DO THE REPAIRS NEEDED AT THE DISCOVER CROSSING CIRCLE.* Council Member Nelson seconded the motion. **MOTION PASSED 5-0.**

**STAFF REPORTS AND ANNOUNCEMENTS**

**City Administrator Zuleger:** On 10/14/2014 City will be holding a downtown summit/workshop.

**City Attorney Snyder:** no report.

**Community Development Director Klatt:** no report.

**City Engineer:** 39<sup>th</sup> street construction is underway.

**Finance Director Bendel:** working on cash flows, enterprise budget, and assessments.

**Mayor Pearson adjourned meeting at 1:27 am.**

LAKE ELMO CITY COUNCIL

ATTEST:

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

\_\_\_\_\_  
Adam R. Bell, City Clerk



# MAYOR & COUNCIL COMMUNICATION

**DATE:** October 7, 2014

**PRESENTATION**

**ITEM #** 3

**AGENDA ITEM:** EDA Appointments

**SUBMITTED BY:** Mike Pearson, Mayor

**THROUGH:** Dean Zuleger, City Administrator

**REVIEWED BY:** Beckie Gumatz, Deputy Clerk

**SUGGESTED ORDER OF BUSINESS:**

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

**POLICY RECOMMENDER:** Staff/ Lake Elmo EDA

**FISCAL IMPACT:** NA

**SUMMARY AND ACTION REQUESTED:** Council is respectfully requested to affirm the following appointments to the City of Lake Elmo Economic Development Authority by taking the following action:

*“Move to appoint Linda Larson and Mark Gaertner to the Lake Elmo Economic Development Authority for six year terms.”*

**LEGISLATIVE HISTORY:** In 2013, the City Council authorized the creation of a local Economic Development Authority (EDA). Per MN State Statutes, the Mayor of a municipality has the authority and responsibility to appoint members of the local EDA. The appointment must be affirmed by the members of the City Council. Members Tony Yocum and Jeff Caswell have resigned; therefore, there are two alternate vacancies on the Lake Elmo EDA. Appointing Ms. Larson and Mr. Gaertner will fill out the EDA roster.

**RECOMMENDATION:** Council is respectfully requested to affirm the following appointments to the City of Lake Elmo Economic Development Authority by taking the following action:

*“Move to appoint Linda Larson and Mark Gaertner to the Lake Elmo Economic Development Authority for six year terms.”*

**AUTHORITY:**

**2013 Minnesota Statutes:**

**§469.095 COMMISSIONERS; APPOINTMENT, TERMS, VACANCIES, PAY, REMOVAL.**

**Subd. 2. Appointment, terms; vacancies.**

...

(c) Seven-member authority: the commissioners constituting a seven-member authority, two of whom must be members of the city council, shall be appointed by the mayor with the approval of the city council. Those initially appointed shall be appointed for terms of one, two, three, four, and five years respectively and two members for six years. Thereafter all commissioners shall be appointed for six-year terms.

...

(f) A vacancy is created in the membership of an authority when a city council member of the authority ends council membership. A vacancy for this or other reason must be filled for the balance of the unexpired term, in the manner in which the original appointment was made. The city council may set the term of the commissioners who are members of the city council to coincide with their terms of office as members of the city council.



## MAYOR & COUNCIL COMMUNICATION

**DATE:** October 7, 2014  
**CONSENT**  
**ITEM #5**  
**MOTION**

**AGENDA ITEM:** Approve Disbursements in the amount of \$305,718.29

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

**THROUGH:** Cathy Bendel, Finance Director

**REVIEWED BY:** Dean Zuleger, City Administrator

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### **SUGGESTED ORDER OF BUSINESS:**

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

**POLICY RECOMMENDER:** Finance

**FISCAL IMPACT:** \$305,718.29

**SUMMARY AND ACTION REQUESTED:** As part of its Consent Agenda, the City Council is asked to approve disbursements in the amount of \$305,718.29. No specific motion is needed as this is recommended to be part of the *Consent Agenda*.

**LEGISLATIVE HISTORY:** NA



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

<b>Claim #</b>	<b>Amount</b>	<b>Description</b>
ACH	\$ 11,212.44	Payroll Taxes to IRS & MN Dept of Revenue 10/2/14
ACH	\$ 5,961.88	Payroll Retirement to PERA 10/2/14
DD5788-DD5810	\$ 29,296.03	Payroll Dated (Direct Deposits) 10/2/14
41875-41881	\$ 9,948.27	Accounts Payable 9/29/14
41882-41937	\$ 248,699.67	Accounts Payable 10/7/14
2486-2495	\$ 600.00	Library Card Reimbursement 10/7/14
<b>TOTAL</b>	<b>\$ 305,718.29</b>	

**RECOMMENDATION:** Based on the aforementioned, the staff recommends the City Council approve as part of the Consent Agenda the aforementioned disbursements in the amount of \$305,718.29.

**ATTACHMENTS:**

1. Accounts Payable – check registers

# Accounts Payable To Be Paid Proof List

User: PattyB  
 Printed: 10/01/2014 - 10:09 AM  
 Batch: 025-09-2014

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
ADAMBELL Bell Adam	09/16/2014	124.30	0.00	10/07/2014	2014 SW/WC Annual Fall Conference	-	-	No		0000
101-410-1320-43310 Mileage		124.30								
Total:		124.30								
ADAMBELL Total:		124.30								
ALEXAIR Alex Air Apparatus, Inc	09/11/2014	16,226.39	0.00	10/07/2014	24 SCBA masks	-	-	No		0000
26290										
101-420-2220-44040 Repairs/Maint Eqpt		16,226.39								
26290 Total:	09/25/2014	174.00	0.00	10/07/2014	2 eyeglass kits	-	-	No		0000
101-420-2220-44040 Repairs/Maint Eqpt		174.00								
26340 Total:		174.00								
ALEXAIR Total:		16,400.39								
AMAZONIN Amazon Inc	09/10/2014	443.55	0.00	10/07/2014	Books	-	-	No		0000
604578781032040										
206-450-5300-42500 Library Collection Maintenance		26.52	0.00	10/07/2014	Teen books	-	-	No		0000
604578781032040										
206-450-5300-42500 Library Collection Maintenance		188.13	0.00	10/07/2014	Childrens	-	-	No		0000
604578781032040										
206-450-5300-42500 Library Collection Maintenance		99.78	0.00	10/07/2014	DVDs	-	-	No		0000
604578781032040										
206-450-5300-42500 Library Collection Maintenance		86.48	0.00	10/07/2014	Office Supplies	-	-	No		0000
604578781032040										
206-450-5300-42000 Office Supplies		-0.02	0.00	10/07/2014	Credit	-	-	No		0000
604578781032040										
206-450-5300-42000 Office Supplies		844.44								
604578781032040 Total:		844.44								
AMAZONIN Total:		844.44								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
AMFLAG American Flagpole & Flag Corp										
115428	09/15/2014	56.90	0.00	10/07/2014	POW Flag		-	No		0000
101-450-5200-44300	Miscellaneous	56.90								
	115428 Total:	56.90								
	AMFLAG Total:	56.90								
ANCOM ANCOM Communications, Inc.										
48061	09/22/2014	107.00	0.00	10/07/2014	Pager repair		-	No		0000
101-420-2220-43230	Radio	107.00								
	48061 Total:	107.00								
	ANCOM Total:	107.00								
BERKLEY Insurance Trust League of MN Citie										
C0023018	09/11/2014	500.00	0.00	10/07/2014	Deductible - Accident Claim PW		-	No		0000
101-450-5200-43630	Insurance	500.00								
	C0023018 Total:	500.00								
	BERKLEY Total:	500.00								
BERTELSON Bertelson's										
952330-1	08/12/2014	47.70	0.00	10/07/2014	Tork Advanced Roll Towel		-	No		0000
101-410-1320-42000	Office Supplies	47.70								
	952330-1 Total:	47.70								
952331-1	08/12/2014	47.70	0.00	10/07/2014	Tork Advanced Roll Towel		-	No		0000
101-410-1320-42000	Office Supplies	47.70								
	952331-1 Total:	47.70								
	BERTELSON Total:	95.40								
BIFFS Biff's Inc.										
W536476-536485	09/17/2014	846.00	0.00	10/07/2014	Portable restrooms		-	No		0000
101-450-5200-44120	Rentals - Buildings	846.00								
	W536476-536485 Total:	846.00								
	BIFFS Total:	846.00								
BOLTONME Bolton & Menk, Inc										
0170193	09/17/2014	207.00	0.00	10/07/2014	2013.126 Section 34 Water & Sewer		-	No		0000
601-494-9400-43030	Engineering Services	138.00								
0170193	09/17/2014	345.00	0.00	10/07/2014	2013.126 Section 34 Water & Sewer		-	No		0000
602-495-9450-43030	Engineering Services	1,050.00								
	0170193 Total:	1,050.00								
0170194	09/17/2014		0.00	10/07/2014	2013.131 Well No 4 Connection		-	No		0000
601-494-9400-43030	Engineering Services				Watermain					

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
0170202	09/17/2014	1,050.00	0.00	10/07/2014	2014.131 39th North		-	No		0000
602-495-9450-43030	Engineering Services	2,173.00								
0170202 Total:	09/17/2014	2,173.00								
0170203	09/17/2014	2,339.00	0.00	10/07/2014	2014.137 OV Phase I Street & Utility		-	No		0000
602-495-9450-43030	Engineering Services	2,339.00								
0170203 Total:	09/17/2014	2,339.00								
BOLTONME Total:		5,907.00								
BRYAN Bryan Rock Products, Inc.										
4377	09/15/2014	617.51	0.00	10/07/2014	Red ball field - VFW		-	No		0000
101-450-5200-42250	Landscaping Materials	617.51								
4377 Total:		617.51								
BRYAN Total:		617.51								
CARDMEMB Cardmember Service										
09182014	09/18/2014	58.90	0.00	10/07/2014	Debris remover tool		-	No		0000
101-450-5200-42400	Small Tools & Minor Equipment	58.90								
09182014	09/18/2014	25.00	0.00	10/07/2014	Gift card		-	No		0000
101-430-3100-44300	Miscellaneous	25.00								
09182014	09/18/2014	48.19	0.00	10/07/2014	Toner		-	No		0000
101-430-3100-42000	Office Supplies	48.19								
09182014	09/18/2014	388.51	0.00	10/07/2014	U joint repair		-	No		0000
101-430-3100-44040	Repairs/Maint Eqpt	388.51								
09182014	09/18/2014	-40.48	0.00	10/07/2014	Credit		-	No		0000
101-420-2220-44040	Repairs/Maint Eqpt	-40.48								
09182014	09/18/2014	50.00	0.00	10/07/2014	Shuttle		-	No		0000
101-420-2220-44370	Conferences & Training	50.00								
09182014	09/18/2014	25.00	0.00	10/07/2014	Shuttle		-	No		0000
101-420-2220-44370	Conferences & Training	25.00								
09182014	09/18/2014	236.20	0.00	10/07/2014	Airfare		-	No		0000
101-420-2220-44370	Conferences & Training	236.20								
09182014	09/18/2014	394.20	0.00	10/07/2014	Airfare		-	No		0000
101-420-2220-44370	Conferences & Training	394.20								
09182014	09/18/2014	53.51	0.00	10/07/2014	Holiday		-	No		0000
101-420-2220-44300	Miscellaneous	53.51								
09182014	09/18/2014	26.99	0.00	10/07/2014	WSJ		-	No		0000
101-410-1320-44330	Dues & Subscriptions	26.99								
09182014	09/18/2014	28.86	0.00	10/07/2014	Flashlight/Battery		-	No		0000
101-420-2400-44300	Miscellaneous	28.86								
09182014	09/18/2014	29.00	0.00	10/07/2014	Journal		-	No		0000
101-410-1320-44330	Dues & Subscriptions	29.00								
09182014	09/18/2014	125.49	0.00	10/07/2014	Meals		-	No		0000
101-410-1320-44300	Miscellaneous	125.49								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
09182014	09/18/2014	26.61	0.00	10/07/2014	Water		-	No		0000
101-410-1940-44300	Miscellaneous									
09182014	09/18/2014	35.48	0.00	10/07/2014	Toner		-	No		0000
101-410-1320-42000	Office Supplies									
09182014	09/18/2014	610.00	0.00	10/07/2014	MNAPA		-	No		0000
101-410-1910-44370	Conferences & Training									
	09182014 Total:	2,121.46								
	CARDMEMB Total:	2,121.46								
CARQUEST Car Quest Auto Parts										
2055-329463	09/22/2014	93.12	0.00	10/07/2014	99-2 parts		-	No		0000
101-430-3120-42210	Equipment Parts									
	2055-329463 Total:	93.12								
2055-329464	10/01/2014	3.48	0.00	10/07/2014	02-2 Lense		-	No		0000
101-430-3120-42210	Equipment Parts									
	2055-329464 Total:	3.48								
2055-329465	09/22/2014	183.24	0.00	10/07/2014	Brake pads Dodge		-	No		0000
101-430-3120-42210	Equipment Parts									
	2055-329465 Total:	183.24								
2055-330251	09/30/2014	114.06	0.00	10/07/2014	Fluids		-	No		0000
101-430-3100-42150	Shop Materials									
	2055-330251 Total:	114.06								
2055-3429475	09/22/2014	51.56	0.00	10/07/2014	shop supplies		-	No		0000
101-430-3100-42150	Shop Materials									
	2055-3429475 Total:	51.56								
	CARQUEST Total:	445.46								
CENTURYL CenturyLink										
09192014	09/19/2014	126.71	0.00	10/07/2014	Phone service - Library		-	No		0000
206-450-5300-43210	Telephone									
09192014	09/19/2014	38.44	0.00	10/07/2014	Internet service Library		-	No		0000
206-450-5300-43250	Internet									
	09192014 Total:	165.15								
	CENTURYL Total:	165.15								
CMPROP CM Properties 94 Limited Part										
	09/16/2014	9,901.82	0.00	10/07/2014	Release Escrow - Kwik Trip-Bruce Miller		-	No		0000
803-000-0000-22910	Developer Payments									
	Total:	9,901.82								
	CMPROP Total:	9,901.82								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close PO Line #
COMFIN Comcast Financial Agency Corp	09/22/2014	663.20	0.00	10/07/2014	Invoice 597528 paid twice		-	No		0000
101-000-0000-11500 Accounts Receivable		663.20								
Total:		663.20								
COMFIN Total:		663.20								
CTYOAKDP City of Oakdale	09/18/2014	210.19	0.00	10/07/2014	U2 Brake Repair		-	No		0000
201409174359 Repairs/Maint Eqpt		210.19								
101-420-2220-44040 Repairs/Maint Eqpt		79.65	0.00	10/07/2014	Repair power unit		-	No		0000
201409174362 Repairs/Maint Eqpt		79.65								
101-420-2220-44040 Repairs/Maint Eqpt		289.84								
201409174362 Total:		289.84								
CTYOAKDP Total:		289.84								
DAY Day Kevin	09/15/2014	1,500.00	0.00	10/07/2014	Escrow Release 2014-258 4779 LE		-	No		0000
803-000-0000-22900 Deposits Payable		1,500.00			Ave					
Total:		1,500.00								
DAY Total:		1,500.00								
EMERGENC Emergency Services Marktg Inc.	09/17/2014	55.80	0.00	10/07/2014	IAMRESPONDING Phone Charges		-	No		0000
1552		55.80								
101-420-2220-44330 Dues & Subscriptions		55.80								
1552 Total:		55.80								
EMERGENC Total:		55.80								
EXPRESS Express Services, Inc	09/03/2014	948.00	0.00	10/07/2014	Temp Services		-	No		0000
14621496-0		948.00								
101-410-1320-43150 Contract Services		699.15	0.00	10/07/2014	Temp Services		-	No		0000
14621496-0 Total:		699.15								
14658519-5	09/10/2014	699.15	0.00	10/07/2014	Temp Services		-	No		0000
101-410-1320-43150 Contract Services		699.15								
14658519-5 Total:		699.15								
14691527-7	09/17/2014	948.00	0.00	10/07/2014	Temp Services		-	No		0000
101-410-1320-43150 Contract Services		948.00								
14691527-7 Total:		948.00								
14724228-3	09/24/2014	924.30	0.00	10/07/2014	Temp Services		-	No		0000
101-410-1320-43150 Contract Services		924.30								
14724228-3 Total:		924.30								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
EXPRESS Total:		3,519.45								
FOCUS Focus Engineering, Inc.										
1395	08/31/2014	1,860.32	0.00	10/07/2014	2014.129 Inwood Booster Station		-	No		0000
601-494-9400-43030 Engineering Services										
1395 Total:										
1396	08/31/2014	1,860.32	0.00	10/07/2014	2014.130 Inwood Trunk		-	No		0000
601-494-9400-43030 Engineering Services										
1396 Total:										
1450-1451	09/27/2014	427.50	0.00	10/07/2014	General		-	No		0000
101-410-1930-43030 Engineering Services										
1450-1451	09/27/2014	1,954.50	0.00	10/07/2014	ROW		-	No		0000
101-430-3100-43030 Engineering Services										
1450-1451 Total:										
1452-1455	09/27/2014	730.00	0.00	10/07/2014	Building		-	No		0000
101-420-2400-43030 Engineering										
1452-1455	09/27/2014	2,684.50	0.00	10/07/2014	Planning		-	No		0000
101-410-1910-43030 Engineering Services										
1452-1455	09/27/2014	337.50	0.00	10/07/2014	PW		-	No		0000
101-430-3100-43030 Engineering Services										
1452-1455	09/27/2014	782.50	0.00	10/07/2014	Water		-	No		0000
601-494-9400-43030 Engineering Services										
1452-1455	09/27/2014	731.00	0.00	10/07/2014	Sewer		-	No		0000
602-495-9450-43030 Engineering Services										
1452-1455	09/27/2014	88.50	0.00	10/07/2014	Surface Water		-	No		0000
603-496-9500-43030 Engineering Services										
1452-1455 Total:										
1456	09/27/2014	3,705.42	0.00	10/07/2014	2014.114 Transportation & Traffic		-	No		0000
409-480-8000-43030 Engineering Services										
1456	09/27/2014	295.00	0.00	10/07/2014	2014.115 Street System & maintenance		-	No		0000
409-480-8000-43030 Engineering Services										
1456	09/27/2014	396.50	0.00	10/07/2014	2014.116 Municipal State Aid		-	No		0000
409-480-8000-43030 Engineering Services										
1456	09/27/2014	59.00	0.00	10/07/2014	2014.117 Capital Improvement Planning		-	No		0000
409-480-8000-43030 Engineering Services										
1456	09/27/2014	1,357.00	0.00	10/07/2014	2014.119 2014 Crack Seal Project		-	No		0000
409-480-8000-43030 Engineering Services										
1456 Total:										
1457	09/27/2014	538.50	0.00	10/07/2014	2014.121 Hiway 5 Traffic Mgmt		-	No		0000
409-480-8000-43030 Engineering Services										
1457 Total:										
1458	09/27/2014	281.00	0.00	10/07/2014	2012.128 Water System Design Phasing		-	No		0000
601-494-9400-43030 Engineering Services										
1458 Total:										

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
1459	09/27/2014	147.70	0.00	10/07/2014	2012.129 Keats Ave Watermain		-	No		0000
601-494-9400-43030	Engineering Services									
1459	09/27/2014	195.78	0.00	10/07/2014	2012.129 Keats Ave Watermain		-	No		0000
409-480-8000-43030	Engineering Services									
1459 Total:		343.48								
1460	09/27/2014	128.75	0.00	10/07/2014	2013.125 Production Well 4		-	No		0000
601-494-9400-43030	Engineering Services									
1460 Total:		128.75								
1461	09/27/2014	732.80	0.00	10/07/2014	2013.126 Section 34 Water		-	No		0000
601-494-9400-43030	Engineering Services									
1461	09/27/2014	1,099.20	0.00	10/07/2014	2013.126 Section 34 Sewer		-	No		0000
602-495-9450-43030	Engineering Services									
1461 Total:		1,832.00								
1462	09/27/2014	904.50	0.00	10/07/2014	2013.131 Well 4 Connecting watermain		-	No		0000
601-494-9400-43030	Engineering Services									
1462 Total:		904.50								
1463	09/27/2014	408.50	0.00	10/07/2014	2013.132 Pumphouse 4		-	No		0000
601-494-9400-43030	Engineering Services									
1463 Total:		408.50								
1464	09/27/2014	19,365.77	0.00	10/07/2014	2013.133 LE Ave Trunk Watermain		-	No		0000
601-494-9400-43030	Engineering Services									
1464 Total:		19,365.77								
1465	09/27/2014	1,059.38	0.00	10/07/2014	2013.134 LE Ave Corridor		-	No		0000
409-480-8000-43030	Engineering Services									
1465 Total:		1,059.38								
1466	09/27/2014	14,276.50	0.00	10/07/2014	2013.135 2014 Street Improvement		-	No		0000
409-480-8000-43030	Engineering Services									
1466 Total:		14,276.50								
1467	09/27/2014	4,587.48	0.00	10/07/2014	2014.131 39th Street		-	No		0000
409-480-8000-43030	Engineering Services									
1467 Total:		4,587.48								
1468	09/27/2014	180.00	0.00	10/07/2014	2014.135 Beehive Asset Management		-	No		0000
409-480-8000-43030	Engineering Services									
1468 Total:		180.00								
1469	09/27/2014	4,973.80	0.00	10/07/2014	2014.136 2015 Street & Utility		-	No		0000
409-480-8000-43030	Engineering Services									
1469 Total:		4,973.80								
1470	09/27/2014	2,855.70	0.00	10/07/2014	2014.137 OV Phase 1 Street & Utility		-	No		0000
409-480-8000-43030	Engineering Services									
1470 Total:		2,855.70								
1471	09/27/2014	6,720.72	0.00	10/07/2014	2012.130A Lennar I94 West Corridor		-	No		0000
803-000-0000-22910	Developer Payments									
1471 Total:		6,720.72								
1472	09/27/2014	59.00	0.00	10/07/2014	2013.128 Amaris		-	No		0000
803-000-0000-22910	Developer Payments									



Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
1473	09/27/2014	59.00								
803-000-0000-22910	Developer Payments	3,539.88	0.00	10/07/2014	2013.129 Hammes		-	No		0000
1474	09/27/2014	3,539.88								
803-000-0000-22910	Developer Payments	3,435.78	0.00	10/07/2014	2013.130 Hunters Crossing		-	No		0000
1475	09/27/2014	3,435.78								
803-000-0000-22910	Developer Payments	573.94	0.00	10/07/2014	2014.126 Easton Village		-	No		0000
1476	09/27/2014	573.94								
803-000-0000-22910	Developer Payments	979.82	0.00	10/07/2014	2014.127B Kwik Trip		-	No		0000
1477	09/27/2014	979.82								
803-000-0000-22910	Developer Payments	1,163.94	0.00	10/07/2014	2014.133 Gonyea - Parcel E		-	No		0000
1478	09/27/2014	1,163.94								
803-000-0000-22910	Developer Payments	383.50	0.00	10/07/2014	2014.134 Eagle Point Medical		-	No		0000
1479	09/27/2014	383.50								
803-000-0000-22910	Developer Payments	1,083.50	0.00	10/07/2014	2014.138 Savomma - 2nd Addition		-	No		0000
1480	09/27/2014	1,083.50								
803-000-0000-22910	Developer Payments	380.88	0.00	10/07/2014	2014.139 Inwood PUD		-	No		0000
FOCUS Total:		82,208.06								
GONYEA Gonyea Homes										
803-000-0000-22900	09/16/2014 Deposits Payable	5,000.00	0.00	10/07/2014	Escrow Release 2013-640 10961 57th St		-	No		0000
Total:		5,000.00								
GONYEA Total:		5,000.00								
GRAINGER Grainger										
9542662755	09/15/2014	16.26	0.00	10/07/2014	E2 - headlights		-	No		0000
101-420-2220-44040	Repairs/Maint Eqpt	16.26								
9542662755 Total:		16.26								
GRAINGER Total:		16.26								
HEREMBR Heritage Embroidery & Design										
7553	09/04/2014	29.00	0.00	10/07/2014	Design Set up		-	No		0000
206-450-5300-42500	Library Collection Maintenance	29.00								
7553 Total:		29.00								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
7717	09/04/2014	850.00	0.00	10/07/2014	Drawstring bags		-	No		0000
206-450-5300-42500	Library Collection Maintenance									
	7717 Total:	850.00								
	HEREMBR Total:	879.00								
HOLIDAYC Holiday Credit Office										
	09/15/2014	581.65	0.00	10/07/2014	Fuel		-	No		0000
101-420-2220-42120	Fuel, Oil and Fluids									
	Total:	581.65								
	HOLIDAYC Total:	581.65								
JJOHNSON Johnson Jeff										
	09/10/2014	5,000.00	0.00	10/07/2014	Escrow Release - 2014-100 10168		-	No		0000
803-000-0000-22900	Deposits Payable				Tapestry					
	Total:	5,000.00								
	JJOHNSON Total:	5,000.00								
KEYSWELL Keys Well Drilling Company										
No8	09/29/2014	29,787.25	0.00	10/07/2014	Production Well 4		-	No		0000
601-494-9400-43030	Engineering Services									
	No8 Total:	29,787.25								
	KEYSWELL Total:	29,787.25								
KLMENG KLM Engineering, Inc.										
5263	09/23/2014	3,300.00	0.00	10/07/2014	Inspection Services-TMobile-		-	No		0000
803-000-0000-22900	Deposits Payable				Watertower 1					
	5263 Total:	3,300.00								
	KLMENG Total:	3,300.00								
KORTHER KORTHER ERIC										
	09/22/2014	55.00	0.00	10/07/2014	9/22/14 Planning Commission		-	No		0000
101-410-1450-43620	Cable Operations									
	Total:	55.00								
	KORTHER Total:	55.00								
Landscap Landscape Architecture, Inc										
Task Order *	09/18/2014	650.00	0.00	10/07/2014	Savonna 2nd Addition		-	No		0000
803-000-0000-22910	Developer Payments									
	Task Order * Total:	650.00								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
	Landscap Total:	650.00								
LANDTITL Land Title Inc										
2722	04/29/2014	100.00	0.00	10/07/2014	Property Records for Brookman		-	No		0000
409-480-8000-43040	Legal Services	100.00								
	2722 Total:	100.00								
	LANDTITL Total:	100.00								
LCSLAWN L.C.S. Lawn Service, Inc										
1341273207	09/12/2014	58.50	0.00	10/07/2014	Station 1 treatment		-	No		0000
101-420-2220-44010	Repairs/Maint Bldg	58.50								
	1341273207 Total:	212.00								
1341273209	09/12/2014	212.00	0.00	10/07/2014	Station 2		-	No		0000
101-420-2220-44010	Repairs/Maint Bldg	212.00								
	1341273209 Total:	270.50								
	LCSLAWN Total:									
LOFF Loffler Companies, Inc.										
1826340	09/17/2014	1,128.80	0.00	10/07/2014	Copy Machine overage&base 8/10-9/09/14		-	No		0000
101-410-1940-44040	Repairs/Maint Contractual Eqpt	1,128.80								
	1826340 Total:	1,128.80								
	LOFF Total:									
LTGPWR L.T.G. Power Equipment										
183065	09/23/2014	335.25	0.00	10/07/2014	Wheel & tire assembly		-	No		0000
101-450-5200-44040	Repairs/Maint Eqpt	335.25								
	183065 Total:	335.25								
	LTGPWR Total:									
MALMQ Malmquist Greg										
101-420-2220-43310	09/18/2014	180.20	0.00	10/07/2014	Mileage - AMEM conference		-	No		0000
	Mileage	180.20								
	Total:	180.20								
	MALMQ Total:									
MARVS Marv's Professional Tools										
274841	09/11/2014	160.00	0.00	10/07/2014	Tools		-	No		0000
101-430-3100-42400	Small Tools & Minor Equipment	160.00								
	274841 Total:	160.00								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
MARVS Total:		160.00								
MENARDSO Menards - Oakdale										
56251	09/18/2014	48.95	0.00	10/07/2014	PW lot lights		-	No		0000
101-430-3100-44010 Repairs/Maint Bldg										
56251 Total:		48.95								
MENARDSO Total:		48.95								
MSAPROF MSA Professional Services, Inc										
4	09/10/2014	8,508.85	0.00	10/07/2014	2014.129 Inwood Booster Station		-	No		0000
601-494-9400-43030 Engineering Services										
4 Total:		8,508.85								
5	09/25/2010	502.92	0.00	10/07/2014	2014.130 Inwood Trunk Watermain		-	No		0000
601-494-9400-43030 Engineering Services										
5 Total:		502.92								
MSAPROF Total:		9,011.77								
NORTHO Blue Tarp Financial										
561036606	09/15/2014	354.94	0.00	10/07/2014	Wood debris removal equip		-	No		0000
101-430-3100-42400 Small Tools & Minor Equipment										
561036606 Total:		354.94								
NORTHO Total:		354.94								
POMPS Pump's Tire Service, Inc.										
210123794	08/28/2014	579.26	0.00	10/07/2014	New tires and repair		-	No		0000
101-430-3125-44040 Repairs/Maint Eqpt										
210123794 Total:		579.26								
POMPS Total:		579.26								
RCM RCM Specialties, Inc										
4559	09/16/2014	182.49	0.00	10/07/2014	Spray Patcher		-	No		0000
101-430-3120-42240 Street Maintenance Materials										
4559 Total:		182.49								
RCM Total:		182.49								
RUBBERRE Rubbercycle, LLC										
44831	09/09/2014	18,535.00	0.00	10/07/2014	Rubber Playground Mulch		-	No		0000
404-480-8000-45300 Improvements Other Than Bldgs										
44831	09/09/2014	415.00	0.00	10/07/2014	Rubber Playground Mulch		-	No		0000
101-000-0000-11500 Accounts Receivable										

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
4831 Total:		18,950.00								
RUBBERE Total:		18,950.00								
S&T S&T Office Products, Inc.										
01QO0934	09/16/2014	165.70	0.00	10/07/2014	Office Supplies - Admin		-	No		0000
101-410-1320-42000	Office Supplies									
01QO0934	09/16/2014	87.00	0.00	10/07/2014	Office Supplies - Planning		-	No		0000
101-410-1910-42000	Office Supplies									
01QO0934	09/16/2014	19.94	0.00	10/07/2014	Office Supplies - Building		-	No		0000
101-420-2400-42000	Office Supplies									
01QO0934	09/16/2014	156.55	0.00	10/07/2014	Office Supplies - Communications		-	No		0000
101-410-1450-42000	Office Supplies									
01QO0934 Total:		429.19								
01QO2029	09/10/2014	47.50	0.00	10/07/2014	Supplies		-	No		0000
206-450-5300-42000	Office Supplies									
01QO2029	09/10/2014	38.50	0.00	10/07/2014	Computer Paper		-	No		0000
206-450-5300-42000	Office Supplies									
01QO2029 Total:		86.00								
01QO4252	09/30/2014	192.84	0.00	10/07/2014	Copier/Printer Toner		-	No		0000
101-420-2220-42000	Office Supplies									
01QO4252	09/30/2014	192.84	0.00	10/07/2014	Copier/Printer Toner		-	No		0000
101-420-2220-42000	Office Supplies									
01QO6105 Total:		60.44								
S&T Total:		768.47								
SPRINT Sprint										
761950227-133	09/18/2014	49.66	0.00	10/07/2014	Cell Phone - Admin		-	No		0000
101-410-1940-43210	Telephone									
761950227-133	09/18/2014	221.20	0.00	10/07/2014	Cell Phone - Fire		-	No		0000
101-420-2220-43210	Telephone									
761950227-133	09/18/2014	43.52	0.00	10/07/2014	Cell Phone - Building		-	No		0000
101-420-2400-43210	Telephone									
761950227-133	09/18/2014	89.02	0.00	10/07/2014	Cell Phone - PW		-	No		0000
101-430-3100-43210	Telephone									
761950227-133	09/18/2014	84.84	0.00	10/07/2014	Cell Phone - parks		-	No		0000
101-450-5200-43210	Telephone									
761950227-133	09/18/2014	55.13	0.00	10/07/2014	Cell Phone - Taxpayer Services		-	No		0000
101-410-1450-43210	Telephone									
761950227-133	09/18/2014	14.65	0.00	10/07/2014	Cell Phone - Planning		-	No		0000
101-410-1910-43210	Telephone									
761950227-133 Total:		558.02								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
SPRINT Total:		558.02								
STCROIXR St. Croix Recreation Co.										
18257	09/18/2014	11,873.40	0.00	10/07/2014	Balance for Playground - Pebble Park		-	No		0000
404-480-8000-45300 Improvements Other Than Bldgs										
18257 Total:		11,873.40								
18270	09/29/2014	11,377.20	0.00	10/07/2014	Playground - Pebble Park		-	No		0000
404-480-8000-45300 Improvements Other Than Bldgs										
18270 Total:		11,377.20								
STCROIXR Total:		23,250.60								
STILLMED Stillwater Medical Group										
	09/10/2014	179.00	0.00	10/07/2014	Klein		-	No		0000
101-420-2220-43050	Physicals									
	09/10/2014	179.00	0.00	10/07/2014	Sachs		-	No		0000
101-420-2220-43050	Physicals									
	09/10/2014	179.00	0.00	10/07/2014	Steinman		-	No		0000
101-420-2220-43050	Physicals									
	09/10/2014	179.00	0.00	10/07/2014	G. Malmquist		-	No		0000
101-420-2220-43050	Physicals									
	09/10/2014	179.00	0.00	10/07/2014	Olson		-	No		0000
101-420-2220-43050	Physicals									
	09/10/2014	179.00	0.00	10/07/2014	Springborn		-	No		0000
101-420-2220-43050	Physicals									
	09/10/2014	179.00	0.00	10/07/2014	Winkels		-	No		0000
101-420-2220-43050	Physicals									
	09/10/2014	179.00	0.00	10/07/2014	Rutkowski		-	No		0000
101-420-2220-43050	Physicals									
	09/10/2014	179.00	0.00	10/07/2014	Hauser		-	No		0000
101-420-2220-43050	Physicals									
	09/10/2014	179.00	0.00	10/07/2014	M Cornell		-	No		0000
Total:		1,790.00								
STILLMED Total:		1,790.00								
SUNDE Sunde Land Surveying										
46506	09/16/2014	1,444.00	0.00	10/07/2014	As-built to complete project 11194		-	No		0000
803-000-0000-22900 Deposits Payable										
46506 Total:		1,444.00								
SUNDE Total:		1,444.00								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
TCREC Twin Cities Recreations, Inc										
10278	09/28/2014	6,000.00	0.00	10/07/2014	Pebble Park - Rocks & Boulders		-	No		0000
404-480-8000-45300	Improvements Other Than Bldgs									
	10278 Total:	6,000.00								
	TCREC Total:	6,000.00								
TKDA TKDA, Inc.										
002014002527	09/12/2014	18.07	0.00	10/07/2014	2013.123 LE Ave Sewer		-	No		0000
602-495-9450-43030	Engineering Services									
	002014002527 Total:	18.07								
002014002913	09/12/2014	2,546.05	0.00	10/07/2014	2013.133 LE Ave Trunk Watermain		-	No		0000
601-494-9400-43030	Engineering Services									
	002014002913 Total:	2,546.05								
	TKDA Total:	2,564.12								
TRKUTI Truck Utilities Inc.										
286596	09/22/2014	263.00	0.00	10/07/2014	Trailer Pintle Hiitches		-	No		0000
101-430-3120-42210	Equipment Parts									
	286596 Total:	263.00								
	TRKUTI Total:	263.00								
VBOOKS Valley Bookseller										
175635	09/04/2014	31.95	0.00	10/07/2014	Copies of chapter book for program		-	No		0000
206-450-5300-42500	Library Collection Maintenance									
	175635 Total:	31.95								
	VBOOKS Total:	31.95								
WASH-REC Washington County										
P264448	09/02/2014	46.00	0.00	10/07/2014	Agreement - LE and Lackner		-	No		0000
101-410-1910-42030	Printed Forms									
	P264448 Total:	46.00								
	WASH-REC Total:	46.00								
WASRADIO Washington County										
79551	09/26/2014	3,800.76	0.00	10/07/2014	1/4 yearly user fee - radios		-	No		0000
101-420-2220-43230	Radio									
	79551 Total:	3,800.76								
	WASRADIO Total:	3,800.76								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
Whiteani White Anita	09/16/2014	96.25	0.00	10/07/2014	City Council 9/16/2014		-			0000
101-410-1450-43620	Cable Operations									No
101-410-1450-43620	09/16/2014	25.00	0.00	10/07/2014	Bonus		-			0000
101-410-1450-43620	Cable Operations									No
Total:		121.25								
Whiteani Total:		121.25								
Report Total:		243,578.67								



# Accounts Payable To Be Paid Proof List

User: PattyB

Printed: 10/01/2014 - 10:35 AM

Batch: 003-10-2014

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
LEASSOC Lake Elmo Associates, LLP October 101-410-1320-44120	10/01/2014 Rentals - Building	2,461.00	0.00	10/07/2014	October Rent		-	No		0000
	October Total:	2,461.00								
	LEASSOC Total:	2,461.00								
NCPERS 566200-NCPERS Minnesota 5662414 101-000-0000-21708	09/22/2014 Other Benefits	160.00	0.00	10/07/2014	October premium		-	No		0000
	5662414 Total:	160.00								
	NCPERS Total:	160.00								
RABOUIN RABOUIN, INC Oct 101-410-1320-43100	10/01/2014 Assessing Services	2,500.00	0.00	10/07/2014	October Monthly Installment-per contract		-	No		0000
	Oct Total:	2,500.00								
	RABOUIN Total:	2,500.00								
	Report Total:	5,121.00								



# MAYOR & COUNCIL COMMUNICATION

**DATE:**            **October 7, 2014**  
**CONSENT**  
**ITEM**            **#6**  
**MOTION**        **Resolution 2014-78**

**AGENDA ITEM:**    Authorize Certification to Washington County Auditor for the Unpaid Surface Water Utility Bills

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

**THROUGH:**        Cathy Bendel, Finance Director

**REVIEWED BY:**   Adam Bell, Assistant City Administrator/City Clerk

**SUGGESTED ORDER OF BUSINESS:**

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

**POLICY RECOMMENDER:** Finance

**FISCAL IMPACT:**   Up to \$22,201.65 in cash flow to the storm water fund in 2015

**SUMMARY AND ACTION REQUESTED:** As part of its Consent Agenda, the City Council is respectfully asked to approve the certification of the delinquent Surface Water Bills to the Washington County Auditor. No specific motion is needed as this is recommended to be part of the overall approval of the *Consent Agenda*.

**BACKGROUND INFORMATION:** The City of Lake Elmo has authority by Minnesota State statute 444.075, subd.3 to assess property owners for unpaid surface water utilities and services. Affected homeowners with past due balances were sent notification of the proposed assessment. Property owners have until October 10<sup>th</sup> to pay these amounts to be removed from the final assessment list.

**STAFF REPORT:** The City operates the water, sewer and surface water under its Enterprise funds. Enterprise funds account for specific City operations that are financed and operated

similar to a private business. Generally, the services are provided to identifiable beneficiaries, as well as the general public, and all or most of the costs come from user fees. All parcels in the City are charged for this fee.

The user fees collected are utilized to operate the City's respective water, sewer and surface water systems. Assessing the property owners listed on Exhibit A (attached) for unpaid services will assure collection of charged fees. The deadline to certify the unpaid surface water utility to Washington County is October 15, 2014.

**RECOMMENDATION:** It is recommended that the City Council authorize the certification of the delinquent surface water accounts to the Washington County Auditor.

**ATTACHMENTS:**

1. Resolution 2014-78
2. Exhibit A

CITY OF LAKE ELMO  
WASHINGTON COUNTY  
STATE OF MINNESOTA

RESOLUTION 2014-78

RESOLUTION AUTHORIZING CERTIFICATION TO THE WASHINGTON  
COUNTY AUDITOR FOR UNPAID SURFACE WATER UTILITY BILLS

WHEREAS, Minn. Stat. 444.075, subd. 3, permits certification of unpaid charges to the county auditor for collection with taxes payable;

WHEREAS, the Municipal Code for the City of Lake Elmo contains a provision to certify delinquent accounts to the County Auditor for the collection with taxes payable.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAKE ELMO, MINNESOTA, THAT:

1. The list of delinquent accounts, a copy of which is attached hereto as Exhibit A, and made part hereof, is hereby accepted and shall be certified to the Washington County Auditor for collection with taxes payable.
2. The certified amount shall be payable over a period of one year, with interest as provided in Exhibit A.
3. The owner of the property may, at any time prior to certification to the County Auditor, pay the delinquent amount to the City Finance Director.
4. The City Finance Director shall forthwith transmit a certified duplicate of Exhibit A to the County Auditor to be extended on the property tax lists of Washington County. Such delinquent accounts shall be collected and paid over in the same manner as other municipal taxes.

ADOPTED, by the Lake Elmo City Council on the 7th day of October, 2014.

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

ATTEST:

\_\_\_\_\_  
Adam Bell  
City Clerk

Potential Storm Water AssessmentsOctober 15, 2014OS as of 10/01/14

<u>Account</u>	<u>Balance</u>	<u>Fee</u>	<u>Total</u>	<u>P.I.D.</u>
05-0000140-00-4	77.00	25.00	102.00	0102921430001
05-0000170-00-3	99.45	25.00	124.45	0202921310005
05-0000240-00-1	142.73	25.00	167.73	0302921220002
05-0000250-00-4	23.13	25.00	48.13	0302921220005
05-0000300-00-6	75.99	25.00	100.99	0402921130002
05-0000530-00-9	53.60	25.00	78.60	1102921410003
05-0000540-00-2	39.88	25.00	64.88	1102921410004
05-0000700-00-4	192.92	25.00	217.92	1302921140002
05-0000840-00-3	46.74	25.00	71.74	1402921310002
05-0000950-00-3	187.28	25.00	212.28	1502921410001
05-0001090-00-1	21.72	25.00	46.72	2602921330004
05-0001510-00-2	55.00	25.00	80.00	0102921130003
05-0001520-00-5	55.00	25.00	80.00	0102921140002
05-0001530-00-8	55.00	25.00	80.00	0102921140003
05-0002190-00-7	55.00	25.00	80.00	0102921340002
05-0002250-00-2	55.00	25.00	80.00	0102921440015
05-0002340-00-6	55.00	25.00	80.00	0102921440024
05-0002410-00-4	55.00	25.00	80.00	0202921120006
05-0002460-00-9	55.00	25.00	80.00	0202921230001
05-0002590-00-5	55.00	25.00	80.00	0202921410012
05-0002610-00-8	55.00	25.00	80.00	0202921410014
05-0002810-00-2	55.00	25.00	80.00	0302921110021
05-0002880-00-3	55.00	25.00	80.00	0302921120003
05-0002890-00-6	55.00	25.00	80.00	0302921120005
05-0003060-00-0	55.00	25.00	80.00	0302921140007
05-0003070-00-3	55.00	25.00	80.00	0302921140009
05-0003140-00-1	55.00	25.00	80.00	0302921210006
05-0003160-00-7	55.00	25.00	80.00	0302921220004
05-0003300-00-3	55.00	25.00	80.00	0302921310008
05-0003510-00-0	55.00	25.00	80.00	0302921320018
05-0003530-00-6	55.00	25.00	80.00	0302921320020
05-0003630-00-3	55.00	25.00	80.00	0302921330011
05-0003710-00-4	60.50	25.00	85.50	0302921340001
05-0003730-00-0	60.50	25.00	85.50	0302921340003
05-0004100-00-8	55.00	25.00	80.00	0302921430010
05-0004410-00-2	34.20	25.00	59.20	0402921120008
05-0004470-00-0	55.00	25.00	80.00	0402921120014
05-0004570-00-7	55.00	25.00	80.00	0402921210007
05-0004590-00-3	25.00	25.00	50.00	0402921210009
05-0004610-00-6	55.00	25.00	80.00	0402921210011
05-0004620-00-9	55.00	25.00	80.00	0402921210012
05-0004750-00-5	55.00	25.00	80.00	0402921220008
05-0004790-00-7	55.00	25.00	80.00	0402921220012
05-0005000-00-0	55.00	25.00	80.00	0402921230011
05-0005050-00-5	55.00	25.00	80.00	0402921230017
05-0005450-00-3	55.00	25.00	80.00	0402921330038
05-0005580-00-9	55.00	25.00	80.00	0402921440006
05-0005590-00-2	55.00	25.00	80.00	0402921440007
05-0005830-00-5	55.00	25.00	80.00	0502921110011
05-0005900-00-3	55.00	25.00	80.00	0502921130003
05-0005980-00-7	55.00	25.00	80.00	0502921140009
05-0006080-00-3	55.00	25.00	80.00	0502921140019
05-0006130-00-5	55.00	25.00	80.00	0502921420004

Potential Storm Water AssessmentsOctober 15, 2014OS as of 10/01/14

<u>Account</u>	<u>Balance</u>	<u>Fee</u>	<u>Total</u>	<u>P.I.D.</u>
05-00006300-00-0	73.70	25.00	98.70	0502921420022
05-00006490-00-4	55.00	25.00	80.00	0502921430011
05-00006520-00-0	38.32	25.00	63.32	0502921430016
05-00006600-00-1	55.00	25.00	80.00	0502921430024
05-00006830-00-4	55.00	25.00	80.00	0502921440028
05-00006860-00-3	55.00	25.00	80.00	0502921440032
05-00006920-00-8	55.00	25.00	80.00	0502921440038
05-00007030-00-7	55.00	25.00	80.00	0602920230006
05-00007130-00-4	55.00	25.00	80.00	0602920310020
05-00007170-00-6	55.00	25.00	80.00	0602920310024
05-00007470-00-7	55.00	25.00	80.00	0602920320017
05-00007490-00-3	55.00	25.00	80.00	0602920320019
05-00007520-00-9	55.00	25.00	80.00	0602920320022
05-00007900-00-1	55.00	25.00	80.00	0602920320067
05-00007940-00-3	55.00	25.00	80.00	0602920330002
05-00008130-00-3	32.35	25.00	57.35	0602920330023
05-00008490-00-2	55.00	25.00	80.00	0902921110004
05-00008620-00-5	55.00	25.00	80.00	0902921110019
05-00009000-00-6	55.00	25.00	80.00	0902921220013
05-00009010-00-9	55.00	25.00	80.00	0902921220014
05-00009020-00-2	55.00	25.00	80.00	0902921220015
05-00009110-00-6	55.00	25.00	80.00	0902921230005
05-00009150-00-8	55.00	25.00	80.00	0902921230010
05-00009640-00-0	55.00	25.00	80.00	0902921320003
05-00009760-00-3	55.00	25.00	80.00	0902921320015
05-00010270-00-3	55.00	25.00	80.00	0902921410004
05-00010570-00-4	55.00	25.00	80.00	0902921420014
05-00010740-00-9	55.00	25.00	80.00	0902921430005
05-00010780-00-1	55.00	25.00	80.00	0902921430009
05-00010870-00-5	55.00	25.00	80.00	0902921430018
05-00010890-00-1	55.00	25.00	80.00	0902921430020
05-00010940-00-3	55.00	25.00	80.00	0902921430025
05-00010960-00-9	55.00	25.00	80.00	0902921430027
05-00010980-00-5	55.00	25.00	80.00	0902921430029
05-00011190-00-1	55.00	25.00	80.00	0902921440019
05-00011240-00-3	55.00	25.00	80.00	0902921440024
05-00011260-00-9	55.00	25.00	80.00	0902921440026
05-00011310-00-1	61.05	25.00	86.05	1002921140007
05-00011330-00-7	55.00	25.00	80.00	1002921210004
05-00011380-00-2	55.00	25.00	80.00	1002921210009
05-00011510-00-5	55.00	25.00	80.00	1002921210023
05-00011760-00-4	55.00	25.00	80.00	1002921240009
05-00011770-00-7	55.00	25.00	80.00	1002921240010
05-00011810-00-6	55.00	25.00	80.00	1002921240014
05-00011950-00-5	55.00	25.00	80.00	1002921310002
05-00012120-00-9	55.00	25.00	80.00	1002921320009
05-00012170-00-4	28.76	25.00	53.76	1002921430005
05-00012250-00-5	55.00	25.00	80.00	1002921410003
05-00012310-00-0	55.00	25.00	80.00	1102921140005
05-00012350-00-2	55.00	25.00	80.00	1102921230003
05-00012400-00-4	55.00	25.00	80.00	1102921310002
05-00012820-00-8	55.00	25.00	80.00	1102921420010
05-00012930-00-8	55.00	25.00	80.00	1102921430017

Potential Storm Water AssessmentsOctober 15, 2014OS as of 10/01/14

<u>Account</u>	<u>Balance</u>	<u>Fee</u>	<u>Total</u>	<u>P.I.D.</u>
05-00013040-00-7	55.00	25.00	80.00	1202921110017
05-00013270-00-0	55.00	25.00	80.00	1202921120013
05-00013340-00-8	73.70	25.00	98.70	1202921120020
05-00013390-00-3	55.00	25.00	80.00	1202921130010
05-00013480-00-7	55.00	25.00	80.00	1202921140012
05-00013490-00-0	115.50	25.00	140.50	1202921140013
05-00013610-00-0	55.00	25.00	80.00	1202921210003
05-00013630-00-6	55.00	25.00	80.00	1202921220005
05-00014070-00-5	30.00	25.00	55.00	1202921420026
05-00014120-00-7	55.00	25.00	80.00	1202921420031
05-00014140-00-3	55.00	25.00	80.00	1202921420033
05-00014190-00-8	55.00	25.00	80.00	1202921420038
05-00014350-00-0	45.00	25.00	70.00	1202921440002
05-00014480-00-6	55.00	25.00	80.00	1302921230008
05-00014630-00-5	55.00	25.00	80.00	1302921230043
05-00014690-00-3	55.00	25.00	80.00	1302921230069
05-00014740-00-5	55.00	25.00	80.00	1302921240005
05-00015020-00-9	55.00	25.00	80.00	1302921320036
05-00015060-00-1	55.00	25.00	80.00	1302921320040
05-00015290-00-4	55.00	25.00	80.00	1302921320084
05-00015450-00-6	55.00	25.00	80.00	1302921330018
05-00015750-00-7	60.50	25.00	85.50	1302921340014
05-00015860-00-7	55.00	25.00	80.00	1302921340025
05-00015980-00-0	50.00	25.00	75.00	1302921430007
05-00016000-00-2	55.00	25.00	80.00	1302921430009
05-00016010-00-5	55.00	25.00	80.00	1302921430010
05-00016240-00-8	50.00	25.00	75.00	1402921240008
05-00016430-00-9	55.00	25.00	80.00	1402921320016
05-00016530-00-6	55.00	25.00	80.00	1402921410012
05-00016570-00-8	55.00	25.00	80.00	1402921410016
05-00016710-00-4	55.00	25.00	80.00	1402921440004
05-00016790-00-8	55.00	25.00	80.00	1402921440012
05-00016870-00-9	55.00	25.00	80.00	1402921440020
05-00017040-00-3	55.00	25.00	80.00	1502921310004
05-00017170-00-9	55.00	25.00	80.00	1502921320013
05-00017230-00-4	55.00	25.00	80.00	1502921320020
05-00017240-00-7	55.00	25.00	80.00	1502921320021
05-00017250-00-0	55.00	25.00	80.00	1502921320022
05-00017310-00-5	50.00	25.00	75.00	1502921320029
05-00017420-00-5	55.00	25.00	80.00	1502921330012
05-00017500-00-6	55.00	25.00	80.00	1502921330021
05-00017560-00-4	55.00	25.00	80.00	1502921330033
05-00017610-00-6	55.00	25.00	80.00	1502921340002
05-00017650-00-8	115.50	25.00	140.50	1502921340007
05-00018090-00-7	55.00	25.00	80.00	1602921140015
05-00018230-00-3	55.00	25.00	80.00	1602921140029
05-00018330-00-0	55.00	25.00	80.00	1602921210003
05-00018500-00-5	55.00	25.00	80.00	1602921210020
05-00018780-00-3	61.66	25.00	86.66	1602921220029
05-00018790-00-6	55.00	25.00	80.00	1602921220030
05-00019020-00-5	55.00	25.00	80.00	1602921410012
05-00019200-00-3	60.50	25.00	85.50	2102921120001
05-00019220-00-9	50.00	25.00	75.00	2102921120004

Potential Storm Water AssessmentsOctober 15, 2014OS as of 10/01/14

<u>Account</u>	<u>Balance</u>	<u>Fee</u>	<u>Total</u>	<u>P.I.D.</u>
05-00019260-00-1	55.00	25.00	80.00	2102921120009
05-00019280-00-7	55.00	25.00	80.00	2102921120011
05-00019330-00-9	55.00	25.00	80.00	2102921120017
05-00019360-00-8	55.00	25.00	80.00	2102921120022
05-00019620-00-7	55.17	25.00	80.17	2102921120050
05-00019700-00-8	55.00	25.00	80.00	2102921130004
05-00019780-00-2	55.00	25.00	80.00	2102921130013
05-00019830-00-4	55.00	25.00	80.00	2102921130019
05-00019990-00-9	55.00	25.00	80.00	2102921210001
05-00020100-00-8	55.00	25.00	80.00	2102921210014
05-00020220-00-1	55.00	25.00	80.00	2102921220007
05-00020320-00-8	55.00	25.00	80.00	2102921230007
05-00020380-00-6	55.00	25.00	80.00	2102921230013
05-00020400-00-9	55.00	25.00	80.00	2102921240001
05-00020450-00-4	55.00	25.00	80.00	2102921240006
05-00020600-00-3	55.00	25.00	80.00	2102921330010
05-00020670-00-4	55.00	25.00	80.00	2102921340004
05-00020680-00-7	60.50	25.00	85.50	2102921340005
05-00020900-00-4	55.00	25.00	80.00	2202921220012
05-00021130-00-6	55.00	25.00	80.00	2402921110009
05-00021140-00-9	55.00	25.00	80.00	2402921110010
05-00021210-00-7	55.00	25.00	80.00	2402921110017
05-00021690-00-9	60.50	25.00	85.50	2402921140008
05-00021700-00-9	55.00	25.00	80.00	2402921140009
05-00021920-00-9	55.00	25.00	80.00	2402921210024
05-00021980-00-7	55.00	25.00	80.00	2402921220004
05-00022170-00-7	55.00	25.00	80.00	2402921230009
05-00022200-00-3	55.00	25.00	80.00	2402921310003
05-00022210-00-6	55.00	25.00	80.00	2402921310004
05-00022660-00-9	55.00	25.00	80.00	2402921420001
05-00022900-00-2	55.00	25.00	80.00	2402921420025
05-00022980-00-6	55.00	25.00	80.00	2402921430009
05-00023050-00-3	55.00	25.00	80.00	2402921430016
05-00023190-00-2	55.00	25.00	80.00	2402921440009
05-00023350-00-4	55.00	25.00	80.00	2502921320011
05-00023540-00-5	55.00	25.00	80.00	2502921330005
05-00023630-00-9	55.00	25.00	80.00	2502921330014
05-00023920-00-7	55.00	25.00	80.00	2602921110002
05-00023930-00-0	55.00	25.00	80.00	2602921330001
05-00023940-00-3	55.00	25.00	80.00	2602921330002
05-00023980-00-5	55.00	25.00	80.00	2602921430002
05-00023990-00-8	55.00	25.00	80.00	2602921430003
05-00024230-00-0	69.63	25.00	94.63	2702921420013
05-00024490-00-2	55.00	25.00	80.00	2802921120022
05-00024510-00-5	55.00	25.00	80.00	2802921130001
05-00024570-00-3	55.00	25.00	80.00	2802921130011
05-00024620-00-5	55.00	25.00	80.00	2802921130016
05-00024700-00-6	55.00	25.00	80.00	2802921140008
05-00024720-00-2	55.00	25.00	80.00	2802921140010
05-00024870-00-4	30.00	25.00	55.00	3402921120004
05-00025260-00-8	50.00	25.00	75.00	3402921230008
05-00025410-00-7	55.00	25.00	80.00	3402921240009
05-00025480-00-8	50.00	25.00	75.00	3402921340001



Potential Storm Water AssessmentsOctober 15, 2014OS as of 10/01/14

<u>Account</u>	<u>Balance</u>	<u>Fee</u>	<u>Total</u>	<u>P.I.D.</u>
05-00025490-00-1	574.35	45.95	620.30	3402921420001
05-00025530-00-0	55.00	25.00	80.00	3502921110004
05-00025580-00-5	55.00	25.00	80.00	3502921120003
05-00025590-00-8	55.00	25.00	80.00	3502921120004
05-00025620-00-4	32.35	25.00	57.35	3502921210001
05-00025750-00-0	105.00	25.00	130.00	3502921420005
05-00025820-00-8	55.00	25.00	80.00	3502921440007
05-00025850-00-7	55.00	25.00	80.00	3602921320007
05-00025910-00-2	115.50	25.00	140.50	0102921110008
05-00025950-00-4	115.50	25.00	140.50	0102921110016
05-00025970-00-0	55.00	25.00	80.00	0102921120010
05-00025980-00-3	55.00	25.00	80.00	0102921120011
05-00025990-00-6	55.00	25.00	80.00	0102921120012
05-00026050-00-0	55.00	25.00	80.00	0102921130012
05-00026110-00-5	55.00	25.00	80.00	0102921130019
05-00026370-00-7	25.81	25.00	50.81	0102921140015
05-00026460-00-1	105.00	25.00	130.00	0102921440005
05-00026900-00-8	55.00	25.00	80.00	0302921140011
05-00026910-00-1	100.00	25.00	125.00	0302921210007
05-00026990-00-5	55.00	25.00	80.00	0402921330015
05-00027020-00-0	55.00	25.00	80.00	0502921440016
05-00027080-00-8	55.00	25.00	80.00	0802921110009
05-00027090-00-1	55.00	25.00	80.00	0802921140017
05-00027350-00-0	55.00	25.00	80.00	1002921240008
05-00027460-00-0	50.00	25.00	75.00	1002921410022
05-00028060-00-1	55.00	25.00	80.00	1102921330021
05-00028070-00-4	55.00	25.00	80.00	1102921330022
05-00028430-00-0	55.00	25.00	80.00	1202921440010
05-00028540-00-0	50.00	25.00	75.00	1302921320076
05-00028550-00-3	50.00	25.00	75.00	1302921320080
05-00028560-00-6	50.00	25.00	75.00	1302921320082
05-00028590-00-5	55.00	25.00	80.00	1302921330003
05-00028740-00-4	55.00	25.00	80.00	1502921310003
05-00028750-00-7	55.00	25.00	80.00	1502921310007
05-00029020-00-8	55.00	25.00	80.00	2202921210021
05-00029270-00-7	194.57	25.00	219.57	2402921130004
05-00029290-00-3	60.50	25.00	85.50	2402921220003
05-00029980-00-9	103.87	25.00	128.87	3602921130001
05-00029990-00-2	204.98	25.00	229.98	3602921210001
05-00030030-00-3	103.72	25.00	128.72	3602921240001
05-00030040-00-6	440.53	35.24	475.77	1302921420002
05-00030050-00-9	31.51	25.00	56.51	2402921120008
05-00030060-00-2	1,747.24	139.78	1,887.02	3302921440036
05-00030070-00-5	31.50	25.00	56.50	3602921330010
05-00030080-00-8	2,278.38	182.27	2,460.65	0302921210003
05-00030390-00-2	51.17	25.00	76.17	1302921240016
05-00030610-00-9	22.68	25.00	47.68	1302921320048
05-00030620-00-2	22.68	25.00	47.68	1302921320049
05-00030800-00-0	39.38	25.00	64.38	1602921410031
05-00030820-00-6	726.94	58.16	785.10	1602921420002
05-00031270-00-8	29.60	25.00	54.60	3302921440031
05-00031350-00-9	794.75	63.58	858.33	3402921340004
05-00031570-00-9	104.14	25.00	129.14	1202921430001

Potential Storm Water AssessmentsOctober 15, 2014OS as of 10/01/14

<u>Account</u>	<u>Balance</u>	<u>Fee</u>	<u>Total</u>	<u>P.I.D.</u>
05-00031580-00-2	27.91	25.00	52.91	1202921430002
05-00031810-00-2	29.50	25.00	54.50	0402921140004
05-00031830-00-8	35.34	25.00	60.34	1102921230001
05-00031840-00-1	35.20	25.00	60.20	1102921230007
05-00031870-00-0	41.31	25.00	66.31	1602921420003
05-00031910-00-9	176.74	25.00	201.74	3402921130001
05-00031930-00-5	50.52	25.00	75.52	3402921430002
05-00031940-00-8	<u>150.50</u>	<u>25.00</u>	<u>175.50</u>	3502921220001
Total	<u>22,201.65</u>	<u>7,199.98</u>	<u>29,401.63</u>	



# MAYOR & COUNCIL COMMUNICATION

**DATE:** October 7, 2014  
**CONSENT**  
**ITEM #** 7

**AGENDA ITEM:** Production Well No. 4 – Pay Request No. 8

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

**THROUGH:** Dean A. Zuleger, City Administrator

**REVIEWED BY:** Jack Griffin, City Engineer  
Cathy Bendel, Finance Director  
Mike Bouthilet, Public Works

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

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

**POLICY RECOMMENDER:** Engineering

**FISCAL IMPACT:**

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

**SUMMARY AND ACTION REQUESTED:**

The City Council is respectfully requested to consider approving Pay Request No. 8 for the Production Well No. 4 project. If removed from the consent agenda, the recommended motion for the action is as follows:

***“Move to approve Pay Request No. 8 to Keys Well Drilling Company in the amount of \$29,787.25, for the Production Well No. 4 Project”.***

**LEGISLATIVE HISTORY/BACKGROUND INFORMATION:**

Keys Well Drilling Co., the Contractor for the project, has submitted Partial Pay Estimate No. 8 in the amount of \$29,787.25. 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 \$15,154.38.

**RECOMMENDATION:**

Staff is recommending that the City Council consider approving, *as part of the Consent Agenda*, Pay Request No. 8 for the Production Well No. 4 project. If removed from the consent agenda, the recommended motion for the action is as follows:

***“Move to approve Pay Request No. 8 to Keys Well Drilling Company in the amount of \$29,787.25, for the Production Well No. 4 Project”.***

**ATTACHMENT(S):**

1. Partial Pay Estimate No. 8.

**PROJECT PAY FORM**

PARTIAL PAY ESTIMATE NO. <u>8</u>	<b>FOCUS</b> ENGINEERING, inc.
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PRODUCTION WELL NO. 4 PROJECT No. 2013.125	PERIOD OF ESTIMATE FROM <u>6/30/2014</u> TO <u>8/28/2014</u>
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PROJECT OWNER: CITY OF LAKE ELMO 3800 LAVERNE AVENUE NORTH LAKE ELMO, MN 55042 ATTN: JACK GRIFFIN, P.E., CITY ENGINEER	CONTRACTOR: KEYS WELL DRILLING CO. 1156 HOMER ST ST. PAUL, MN 55116 ATTN: JEFFREY KEYS
--	--

CONTRACT CHANGE ORDER SUMMARY				PAY ESTIMATE SUMMARY	
No.	Approval Date	Amount			
		Additions	Deductions		
1	11/19/2013	na	na	1. Original Contract Amount	\$304,800.00
				2. Net Change Order Sum	\$0.00
				3. Revised Contract (1+2)	\$304,800.00
				4. *Work Completed	\$303,087.50
				5. *Stored Materials	
				6. Subtotal (4+5)	\$303,087.50
				7. Retainage* <u>5.0%</u>	\$15,154.38
				8. Previous Payments	\$258,145.88
				9. Amount Due (6-7-8)	\$29,787.25
TOTALS		\$0.00	\$0.00		
NET CHANGE		\$0.00		*Detailed Breakdown Attached	

CONTRACT TIME					
START DATE:	<u>7/8/2013</u>	ORIGINAL DAYS	<u>158</u>	ON SCHEDULE YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	
SUBSTANTIAL COMPLETION:	<u>11/29/2013</u>	REVISED DAYS	<u>0</u>		
FINAL COMPLETION:	<u>12/13/2013</u>	REMAINING	<u>-258</u>		

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>9/26/2014</u> _____ DATE
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CONTRACTOR'S CERTIFICATION: The undersigned Contractor certifies that to the best of their knowledge, information and belief the work covered by this payment estimate has been completed in accordance with the contract documents, that all amounts have been paid by the contractor for work for which previous payment estimates was issued and payments received from the owner, and that current payment shown herein is now due.	CONTRACTOR BY _____ DATE <u>9/16/14</u> _____
--	--

APPROVED BY OWNER: <b>CITY OF LAKE ELMO, MINNESOTA</b>	
BY _____	BY _____
DATE _____	DATE _____

PARTIAL PAY ESTIMATE NO. 8

PRODUCTION WELL NO. 4  
 CITY OF LAKE ELMO, MINNESOTA  
 PROJECT NO. 2013.125



ITEM	DESCRIPTION OF PAY ITEM	UNIT	CONTRACT			THIS PERIOD		TOTAL TO DATE	
			QUANTITY	UNIT PRICE	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT
1	MOBILIZATION / SITE WORK	LS	1	\$26,000.00	\$26,000.00	0.10	\$2,600.00	1.00	\$26,000.00
2	SILT FENCE	LF	550	\$5.00	\$2,750.00	-	\$0.00	275.00	\$1,375.00
3	24-INCH STEEL CASING	LF	95	\$200.00	\$19,000.00	-	\$0.00	89.00	\$17,800.00
4	24-INCH OPEN HOLE	LF	110	\$125.00	\$13,750.00	-	\$0.00	122.00	\$15,250.00
5	18-INCH STEEL CASING	LF	210	\$80.00	\$16,800.00	-	\$0.00	211.00	\$16,880.00
6	18-INCH OPEN HOLE	LF	85	\$60.00	\$5,100.00	-	\$0.00	81.00	\$4,860.00
7	GROUT	CY	50	\$410.00	\$20,500.00	-	\$0.00	29.00	\$11,890.00
8	EXPLOSIVES	LB	400	\$28.00	\$11,200.00	-	\$0.00	410.00	\$11,480.00
9	REMOVAL OF ROCK	CY	750	\$70.00	\$52,500.00	-	\$0.00	1071.00	\$74,970.00
10	AIR SURGING MOBILIZATION	LS	1	\$4,500.00	\$4,500.00	-	\$0.00	2.00	\$9,000.00
11	AIR SURGING DEVELOPMENT	HRS	125	\$210.00	\$26,250.00	-	\$0.00	121.50	\$25,515.00
12	TELEVISION SURVEY	LS	1	\$1,400.00	\$1,400.00	-	\$0.00	1.00	\$1,400.00
13	TEST PUMP MOBILIZATION & INSTALL.	LS	1	\$5,000.00	\$5,000.00	-	\$0.00	2.00	\$10,000.00
14	TEST PUMPING	HRS	80	\$140.00	\$11,200.00	-	\$0.00	63.50	\$8,890.00
15	TEST PUMPING DISCHARGE PIPE	LF	2,500	\$5.50	\$13,750.00	-	\$0.00	2425.00	\$13,337.50
16	SAND CONTENT TESTS	EA	5	\$50.00	\$250.00	-	\$0.00	3.00	\$150.00
17	CHEM. ANALYSIS & BACT. TEST	LS	1	\$4,500.00	\$4,500.00	-	\$0.00	1.00	\$4,500.00
18	SOUNDS BARRIER CONSTRUCTION	SF	1,600	\$8.00	\$12,800.00	-	\$0.00	-	\$0.00
19	GAMMA LOG	EA	1	\$800.00	\$800.00	-	\$0.00	1.00	\$800.00
20	RESTORATION	LS	1	\$3,500.00	\$3,500.00	-	\$0.00	-	\$0.00
21	WELL PUMP	LS	1	\$53,250.00	\$53,250.00	0.54	\$28,755.00	0.92	\$48,990.00

**TOTALS - BASE CONTRACT**

**\$304,800.00**

**\$31,355.00**

**\$303,087.50**



# MAYOR & COUNCIL COMMUNICATION

**DATE:** October 7, 2014  
**CONSENT**  
**ITEM #** 8

**AGENDA ITEM:** Easement Encroachment Agreement – 5388 Marquess Trail N

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

**THROUGH:** Dean Zuleger, City Administrator

**REVIEWED BY:** Rick Chase, Building Official  
Adam Bell, City Clerk

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

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

**POLICY RECCOMENDER:** Staff recommends that the City Council approve the encroachment agreement for Jesse W. Caskey and Meridith S. Caskey at 5388 Marquess Trail North as part of tonight’s consent agenda.

**FISCAL IMPACT:** None

**SUMMARY AND ACTION REQUESTED:** The City Council is respectfully requested to authorize as part of tonight’s consent agenda, the execution of an easement encroachment agreement. The City has received a request to install a fence within a drainage and utility easement area at 5388 Marquess Trail North from Jesse Cakery and Meridith Caskey. Approval of the requested improvement within the City’s drainage and utility easements would allow the property owners to construct the requested improvement within the City’s drainage and utility easements located on their private property.

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



***“Move to approve the easement encroachment agreement for Jesse & Meridith Caskey, 5388 Marquess Trail N to install a fence within the City’s drainage and utility easement.”***

**LEGISLATIVE HISTORY:** The City holds easements of different sizes and for different purposes on many residential and commercial properties throughout the City. When a resident is interested in putting a structure within an easement, the city has requested the property owner provide a site plan showing where the improvement is proposed to be located, a detail of what the improvement will look like and how it will function. After that information is received, staff reviews the proposed improvement and the use of the easement to determine if the proposed improvement will impede the functionality of the easement. If staff determines that the improvement will not negatively impact the functionality of the easement, an approved building permit showing the requested work and an Easement Encroachment Agreement is needed before the work may commence.

The Easement Encroachment Agreement that has been submitted for Council consideration is for a fence and has been reviewed by planning staff. The proposed fence meets all city code requirements and Staff would have otherwise authorized construction of the fence if it did not encroach into a drainage and utility easement.

**BACKGROUND INFORMATION (SWOT):**

**Strengths:** The easement encroachment agreement is a legal document that has been signed by all property owners seeking to install improvements within an easement. The document, among other things, indemnifies the city from responsibility if damage occurs to the improvement or if it needs to be removed at some point in the future.

**Weaknesses:** None

**Opportunities:** None

**Threats:** None

**RECOMMENDATION:**

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

***“Move to approve the easement encroachment agreement for Jesse & Meridith Caskey to install a fence line within the City’s drainage and utility easement.”***





# MAYOR & COUNCIL COMMUNICATION

**DATE:** October 7, 2014  
**CONSENT**  
**ITEM#** 9

**AGENDA ITEM:** Pebble Park Volleyball Court

**SUBMITTED BY:** Alyssa MacLeod, Taxpayer Relations & Communications Coordinator

**THROUGH:** Dean Zuleger, City Administrator

**REVIEWED BY:** Park Commission

**SUGGESTED ORDER OF BUSINESS:**

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

**POLICY RECOMMENDER:** Park Commission

**FISCAL IMPACT:** Not to exceed \$28,509.31 in parkland dedication funds

**SUMMARY AND ACTION REQUESTED:**

As part of its Consent Agenda, the City Council is asked to authorize the expenditure of parkland dedication funds, not to exceed \$28,509.31, to purchase materials and construct a volleyball court in Pebble Park. If removed from the consent agenda, the recommended motion for this action is as follows:

*“Move to approve the expenditure of no more than \$28,509.31 in parkland dedication funds for the purchase and construction of a volleyball court in Pebble Park.”*

**BACKGROUND INFORMATION:**

The construction of a volleyball court in Pebble Park was brought to council at the August 5, 2014 meeting. In response to council’s request for more information before approving the proposal, the park commission would like to present the following facts supporting the selection of Pebble Park for the location, and the need/demand for a double court in this area.

Facts supporting the selection of Pebble Park as the location:

1. The preferred location would be to construct the court in the downtown area, near the original court in Lions Park. Upon evaluation, the location was deemed unfeasible, due to drainage issues, and lack of space near the existing court.
2. Reid Park was considered for placement, and it was determined that a court would not fit within the land currently available in the park.
3. Pebble is already equipped with water and additional site needs

Facts supporting need/demand:

1. During the summer months, the existing volleyball court in Lions Park is used at least twice per week.
2. Grassroots interest in volleyball is increasing nationwide. Sand/beach volleyball is one of only a few team sports that is showing positive growth over the last five years per the 2013 Sports & Fitness Industry Association's Topline Report. Five-year growth rates of 2.5% among core participants and 4.9% among casual participants are eclipsed only by Lacrosse.
3. Double volleyball courts (as opposed to single courts) are needed for team practices, and tend to draw more users, as there is a better likelihood that playing space will be available.
4. There is an economy of scale and cost savings building a double court vs. a single court.
5. There are currently only three volleyball courts located in the East Metro between Lake Elmo and Lake Phalen in St. Paul.

The Lake Elmo Park Commission is recommending the construction of a double sand volleyball court at Pebble Park. The commission had considered adding the court as a second phase of improvements to the park (first phase improvements including play structures, shelter approved at the July 1, 2014 council meeting). Considering construction time and additional monies being added to the parkland funds with ongoing development, the commission is proposing that the volleyball court be added in 2014 as part of the first phase improvements.

The park commission initially recommended a not-to-exceed amount of \$20,000, based on generic cost speculation. As itemized costs were obtained, it was realized that \$20,000 would not be adequate, with the initial bid totaling \$28,509.31 (see attachment 1 & 2). Staff, with support from the park commission, is recommending that the not-to-exceed amount be increased to \$28,509.31 with the understanding that staff will look for opportunities to reduce costs by completing some of the site prep in-house.

Approval would allow for the site prep to be completed in fall 2014

**RECOMMENDATION:**

Staff is recommending that the City Council authorizes the expenditure of parkland dedication funds, not to exceed \$28,509.31, to purchase materials and construct a volleyball court in Pebble Park. If removed from the consent agenda, the recommended motion for this action is as follows:

***“Move to approve the expenditure of no more than \$28,509.31 in parkland dedication funds for the purchase and construction of a volleyball court in Pebble Park.”***

**ATTACHMENT:**

1. Cost estimate for site prep
2. Cost estimate for equipment

**City of Lake Elmo**

3800 Laverne Ave. N.  
Lake Elmo, MN 55042

**Phone:** 651-770-2537  
**Fax:** 651-777-6530  
**Cell:** 651-248-7828  
**Email:** [mike.bouthilet@lakeelmo.org](mailto:mike.bouthilet@lakeelmo.org)

**Project:** Volley Ball Court  
Pebble Park  
Lake Elmo, MN

**Miller Excavating, Inc**

3636 Stagecoach Trail North  
Stillwater, MN 55802

**Phone:** 651-439-1637  
**Fax:** 651-351-7210  
**Web:** [www.millerexc.com](http://www.millerexc.com)

**Date:** September 1, 2014  
**Estimator:** Steve St. Claire

**A. VOLLEYBALL COURT**

ITEM	DESCRIPTION	Est. Quantity	Unit	Rate	Amount
1	Erosion Control Biolog	400	LF	\$4.00	\$1,600.00
2	Strip Topsoil & Stockpile Onsite	10	HR	\$135.00	\$1,350.00
3	Site Grading for Volleyball Court	10	HR	\$225.00	\$2,250.00
4	4" Draintile	800	LF	\$5.00	\$4,000.00
5	Geotextile Fabric	1600	SY	\$2.00	\$3,200.00
6	1' Sand Cushion for Volleyball Court	900	TON	\$12.00	\$10,800.00
7	Regrade Topsoil Around Perimeter	12	HR	\$115.00	\$1,380.00
<b>TOTAL A</b>					<b>\$24,580.00</b>

**ADDITIONAL ITEMS**

1	Remove Trees for Volleyball Court (North Option)				\$10,000.00
2	Seed & Blanket Disturbed Area				\$5,000.00

**PROJECT NOTES**

1. Payment due within 30 days of initial invoice. Balances over 30 days will accrue a 1.5% per month charge.
2. Estimate price valid for 30 days.
3. Site to be graded to balance.
4. City may elect to complete seed/blanket with their own resources.

United Volleyball Supply, LLC.

14615 NE 91st St. Bldg. B

Redmond, WA 98052

PH: 425-576-8835

FX: 425-827-2230

DATE	QUOTE NO.
9/10/2014	25072

NAME / ADDRESS
Alyssa Macleod amacleod@lakeelmo.org 651-747-3908 55042

REP
cr

ITEM	DESCRIPTION	QTY	COST	TOTAL
POP-GALV-...	POP- GALVANIZED- STEEL-BAZOOKA (2) 3-1/2" Schedule 40 Wall Super Strong 10-1/2' or 12' Galvanized Steel Poles (2) Powder Coated Bazooka Tubes, with Stainless Steel Set Screws (1) POP-W Replacement Powder Coated Winch Assembly, (1) Pulley Assembly, with Stainless Steel Nuts (7) Stainless Steel Connector Bolts and Nuts. 1/4"-20 x 2 1/4" (2) Stainless Steel Palm Bolts With Allen Wrench (1) Cam-Buckle Tension Strap	2	754.00	1,508.00T
			<b>TOTAL</b>	

**Celebrating 20 Years in the Volleyball Industry**

**LOW PRICE GUARANTEE: No one beats our pricing and quality! Some companies try, just let us know and we will explain the differences and save you money!**

United Volleyball Supply, LLC.

14615 NE 91st St. Bldg. B

Redmond, WA 98052

PH: 425-576-8835

FX: 425-827-2230

DATE	QUOTE NO.
9/10/2014	25072

NAME / ADDRESS
Alyssa Macleod amacleod@lakeelmo.org 651-747-3908 55042

REP
cr

ITEM	DESCRIPTION	QTY	COST	TOTAL
PBN 4"	PBN4: 4" Tape Pro Beach Volleyball Net: (This is the same net used by professionals but without logos.) -32 feet x 39 inches. -#42 knotted nylon outdoor netting. -42' Steel Aircraft Cable top and bottom. -1-1/8" Ash wooden dowels (Stronger than Maple) -Triple reinforced netting attachment to side tapes for extra durability. -22-oz. 4" UV and mildew resistant vinyl tapes top, bottom & sides. -UV and mildew resistant stitching for prolonged outdoor use. -Available in other widths for special court needs. (30', 20', 15', etc...) (Available in Red, Yellow, Blue, White) color -	2	210.00	420.00T
1/4" Rope Li...	1025 1/4" Rope Boundary, Bungee Stakes, and Hand Winder (Yellow, Orange) color -	2	25.00	50.00T
			<b>TOTAL</b>	

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United Volleyball Supply, LLC.

14615 NE 91st St. Bldg. B

Redmond, WA 98052

PH: 425-576-8835

FX: 425-827-2230

## QUOTE

DATE	QUOTE NO.
9/10/2014	25072

NAME / ADDRESS
Alyssa Macleod amacleod@lakeelmo.org 651-747-3908 55042

REP
cr

ITEM	DESCRIPTION	QTY	COST	TOTAL
VBSP-Pole P...	VBSP Volleyball Standard Pad. Filled with 2" polyfoam, 18oz. mildew and UV resistant vinyl -all colors. Stitched together with mildew and UV resistant threading. Pad measures 3'3" x 6'6" and has 4 velcro straps for attaching around volleyball pole. (Available in 12 colors to coordinate court colors) color -	4	135.00	540.00T
			<b>TOTAL</b>	

**Celebrating 20 Years in the Volleyball Industry**

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United Volleyball Supply, LLC.

14615 NE 91st St. Bldg. B

Redmond, WA 98052

PH: 425-576-8835

FX: 425-827-2230

DATE	QUOTE NO.
9/10/2014	25072

NAME / ADDRESS
Alyssa Macleod amacleod@lakeelmo.org 651-747-3908 55042

REP
cr

ITEM	DESCRIPTION	QTY	COST	TOTAL
Edge-Guard	VolleyballUSA Sand Court Edge Guard: # Keep your grass from growing into your sand! # Impact resistant plastic helps prevent injuries and allows you to maintain a clear edge between your sand and grass. # Made with UV resistant plastic for years of outdoor exposure. # Screws on top of 2 by 12 treated lumber with 1 inch cushion gap for easy installation. # Pieces are overlapped every 8 feet for quick set-up. No cutting needed. # Constructed of High Density Polyethelene Plastic (Same as milk jugs thus, this product can be recycled!) # We stock Edge Guard in Dark Green, Blue, Black and Red color	376	2.53	951.28T
Freight	Shipping and Handling Out-of-state sale, exempt from sales tax		460.03 0.00%	460.03T 0.00
			<b>TOTAL</b>	\$3,929.31

## Celebrating 20 Years in the Volleyball Industry

**LOW PRICE GUARANTEE: No one beats our pricing and quality! Some companies try, just let us know and we will explain the differences and save you money!**



# MAYOR & COUNCIL COMMUNICATION

**DATE:** October 7, 2014  
**CONSENT**  
**ITEM#** 10

**AGENDA ITEM:** Ball Field Fencing at VFW and Reid Parks  
**SUBMITTED BY:** Alyssa MacLeod, Taxpayer Relations & Communications Coordinator  
**THROUGH:** Dean Zuleger, City Administrator  
**REVIEWED BY:** Mike Bouthilet, Public Works Superintendent

**SUGGESTED ORDER OF BUSINESS:**

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

**POLICY RECOMMENDER:** Park Commission

**FISCAL IMPACT:** \$11,584 in parkland dedication funds

**SUMMARY AND ACTION REQUESTED:**

As part of its Consent Agenda, the City Council is asked to authorize the expenditure of \$11,584 in parkland dedication funds to replace and improve the fencing and backstops at the VFW and Reid Park ball fields. If removed from the consent agenda, the recommended motion for this action is as follows:

*“Move to approve the expenditure of \$11,584 in parkland dedication funds for ball field improvements at VFW Park and Reid Park”*

**BACKGROUND INFORMATION:**

The replacement/improvement of ball field facilities is part of routine maintenance. Current condition of the parks includes disintegration of materials including the rusting, breaking, and curling of fencing.



The VFW backstop, and first and third base line fences are more than 30 years old. The outfield fencing at VFW was replaced and upgraded 8 years ago. The backstop at Reid is approximately 20 years old. Although the posts are sound and reusable, the fabric needs to be replaced, due to deterioration.

Costs for proposed improvements will be defrayed by contributions from Lake Elmo Baseball (See attachment for cost details).

**RECOMMENDATION:**

Staff is recommending that the City Council authorizes the expenditure of \$11,584 in parkland dedication funds to replace and improve the fencing and backstops at the VFW and Reid Park ball fields. If removed from the consent agenda, the recommended motion for this action is as follows:

*“Move to approve the expenditure of \$11,584 in parkland dedication funds for ball field improvements at VFW Park and Reid Park.”*

**ATTACHMENT:**

1. Ball field improvement cost breakdown

<b>VFW Field</b>	<b>Costs</b>	<b>Deductions</b>
Backstop fabric	\$2,970	\$120 <i>(fabric removal)</i>
Add midrail	\$365	
6 guage on lower center	\$685	
Side fencing and gate	\$11,410	\$2,210 <i>(old fence removal)</i>
Optional maintenance strip	\$4,439	
Batting cage fabric	\$2,415	\$75 <i>fabric removal</i>
		\$10,000 <i>LE Baseball contribution</i>
	\$22,284	\$12,405
<b>VFW TOTAL</b>	<b>\$9,879</b>	

<b>Reid Field</b>	<b>Costs</b>	<b>Deductions</b>
Batting cage fabric	\$1,870	\$165 <i>(fabric removal)</i>
<b>Reid Total</b>	<b>\$1,705</b>	

Total Costs	\$24,154
Total Deductions	\$12,570
<b>Total Cost after Deductions</b>	<b>\$11,584</b>



# MAYOR & COUNCIL COMMUNICATION

**DATE:** October 7, 2014

**CONSENT**

**ITEM #** 11

**AGENDA ITEM:** Calling for a Public Hearing for the Redevelopment Plan Proposed by the EDA

**SUBMITTED BY:** Beckie Gumatz, Deputy Clerk

**THROUGH:** Dean Zuleger, City Administrator

**REVIEWED BY:** Adam Bell, City Clerk/Assistant City Administrator  
Tammy Omdal, Northland Securities

**SUGGESTED ORDER OF BUSINESS:**

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

**POLICY RECOMMENDER:** Lake Elmo EDA

**FISCAL IMPACT:** None

**SUMMARY AND ACTION REQUESTED:** The City Council is respectfully requested to approve Resolution No. 2014-79, calling a public hearing on the proposed adoption of the Downtown Redevelopment Project and a Redevelopment Plan therefor proposed by the Economic Development Authority of the City of Lake Elmo, Minnesota. As part of its Consent Agenda, no formal motion is needed. If Council wishes to remove this item for discussion, the following motion for approval is recommended:

*“Move to approve Resolution No. 2014-79, Calling Public Hearing on the Proposed Adoption of the Downtown Redevelopment Project and a Redevelopment Plan Therefor Proposed by the Economic Development Authority of the City of Lake Elmo, Minnesota.”*

**LEGISLATIVE HISTORY:** At its meeting on August 21, 2014, the Lake Elmo Economic Development Authority (EDA) passed a Resolution recommending the City Council to call for a

public hearing on the proposed adoption of the Downtown Redevelopment Project and a Redevelopment Plan therefor proposed by the Economic Development Authority of the City of Lake Elmo, Minnesota.

Following the City Council calling for a public hearing, the EDA will hold a meeting on October 16, 2014, at which it will call for a public hearing for an Economic Development District. It is anticipated that the Planning Commission will discuss the proposed Redevelopment Plan at its meeting on November 10, 2014. Following the Planning Commission discussion, it is anticipated that Council will hold the public hearing and take up the proposed Redevelopment Plan at its meeting on November 18, 2014. The EDA will hold a meeting following adoption of the Redevelopment Plan by Council at which point it will pass a resolution approving the Redevelopment Plan. The EDA will also be holding a public hearing to adopt the Economic Development District.

### **BACKGROUND INFORMATION:**

The City Council and EDA have discussed the concept of the use of tax increment financing (TIF) to assist with paying for project costs related to the redevelopment of the downtown area. The TIF authority that exists in Minnesota Statutes 469.174 through 469.174 (the "TIF Act") must be used in conjunction with the underlying development and redevelopment powers that exist in the statutes. When the City Council adopted the enabling resolution for establishing the EDA, the Council granted the full complement of development powers that exist for an EDA. These powers include the powers granted to housing and redevelopment authorities (HRAs). The EDA's development powers allow the EDA to pursue economic development objectives, such as the redevelopment of the downtown area.

To allow the EDA to exercise many of the powers of an HRA, it is recommended the City Council and the EDA consider the establishment of Redevelopment Project No. 1 (pursuant to Minnesota Statutes 469.001 to 469.047). To establish the Redevelopment Project, the City Council and the EDA will need to adopt a Redevelopment Plan which provides an outline for the Redevelopment Area. A proposed Redevelopment Plan for Redevelopment Project No. 1 was reviewed by the EDA at its meeting on August 21, 2014 and is attached.

Before adopting the Redevelopment Plan, the EDA shall request a written opinion of the Planning Commission and the Planning Commission shall submit its written opinion within 30 days of the request. The City Council must approve or disapprove the Redevelopment Plan within 30 days after holding a public hearing on the Redevelopment Project.

Following approval of the Redevelopment Project, the EDA will hold a hearing on the establishment of an Economic Development District. The EDA must find that an Economic Development District is proper and desirable to establish and develop within the City. No action is required of the City Council for the establishment of the Economic Development District by the EDA.

**RECOMMENDATION:** As part of its Consent Agenda, no formal motion is needed. If Council wishes to remove this item for discussion, the following motion for approval is recommended:

***“Move to approve Resolution No. 2014-79, Calling Public Hearing on the Proposed Adoption of the Downtown Redevelopment Project and a Redevelopment Plan Therefor Proposed by the Economic Development Authority of the City of Lake Elmo, Minnesota.”***

**ATTACHMENTS:**

1. Resolution No. 2014-79
2. Notice of Public Hearing
3. Proposed “Redevelopment Plan for Downtown Redevelopment Project”
4. EDA Resolution No. 2014-002

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

**RESOLUTION NO. 2014-79**

**RESOLUTION CALLING PUBLIC HEARING ON THE PROPOSED ADOPTION  
OF THE DOWNTOWN REDEVELOPMENT PROJECT AND A  
REDEVELOPMENT PLAN THEREFOR PROPOSED BY THE ECONOMIC  
DEVELOPMENT AUTHORITY OF THE CITY OF LAKE ELMO, MINNESOTA**

BE IT RESOLVED by the City Council (the "Council") of the City of Lake Elmo, Minnesota (the "City"), as follows:

Public Hearing. This Council shall meet on November 18th, 2014, at approximately 7:00 p.m., to hold a public hearing on the proposed adoption of a Redevelopment Plan (the "Redevelopment Plan") for, and establishment of, the Downtown Redevelopment Project, pursuant to Minnesota Statutes, 469.001 to 469.047, as amended.

1. Notice of Hearing; Filing of Program and Plan. The City Clerk is hereby authorized to cause a notice of the hearing, substantially in the form attached hereto as Exhibit A, to be published as required by Minnesota Statutes, Section 469.003, Subdivision 2, and to place a copy of the proposed Redevelopment Plan on file in the City Clerk's Office at Lake Elmo City Hall and to make such copies available for inspection by the public.

Adopted by the City Council of the City of Lake Elmo, Minnesota, this seventh day of October, 2014.

---

Mike Pearson, Mayor

ATTEST:

---

Adam R. Bell, City Clerk

## NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the City Council of the City of Lake Elmo, Minnesota (the "City"), will hold a public hearing on November, 18, 2014, at approximately 7:00 P.M. at the City Hall, 3800 Laverne Avenue North, Lake Elmo, Minnesota, relating to the proposed adoption of a Redevelopment Plan (the "Redevelopment Plan") for, and establishment of, the Downtown Redevelopment Project, pursuant to Minnesota Statutes, 469.001 to 469.047, as amended. The boundaries of the proposed Redevelopment Project are shown in the adjacent map.

The purpose of this proposed action is to facilitate redevelopment of the City's downtown area, in cooperation with the Economic Development Authority of the City of Lake Elmo, Minnesota. A draft copy of the Redevelopment Plan will be available for public inspection at the office of the City Clerk at City Hall during regular business hours until the public hearing.

All interested persons may appear at the hearing and present their views orally or prior to the meeting in writing.

BY ORDER OF THE CITY COUNCIL OF  
THE CITY OF LAKE ELMO,  
MINNESOTA

/s/Adam Bell  
City Clerk

**CITY OF LAKE ELMO, MINNESOTA  
REDEVELOPMENT PLAN FOR  
REDEVELOPMENT PROJECT NO. 1  
(DOWNTOWN REDEVELOPMENT PROJECT)**

**DRAFT FOR PUBLIC HEARING**

**PUBLIC HEARING: \_\_\_\_\_, 2014**

**PLAN APPROVED: \_\_\_\_\_, 2014**



**NORHLAND STRATEGIES**  
**Special Projects Group**

Northland Securities, Inc.  
45 South 7th Street, Suite 2000  
Minneapolis, MN 55402  
(800) 851-2920  
Member NASD and SIPC



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## **ARTICLE I – INTRODUCTION AND DEFINITIONS**

### **SECTION 1.01 INTRODUCTION**

The City of Lake Elmo is preparing plans for the redevelopment of the City's Downtown Area. This document contains the Redevelopment Plan for achieving the objectives of Redevelopment Project No. 1 through the future establishment of tax increment financing plans and use of tax increment financing districts.

The Redevelopment Plan will be updated and amended to incorporate tax increment financing districts as proposed and established.

### **SECTION 1.02 DEFINITIONS**

For the purposes of this document, the terms below have the meanings given in this section, unless the context in which they are used indicates a different meaning:

The terms defined below, for purposes hereof, and for purposes of any Tax Increment Financing Districts and Plans which may be now or hereafter established and approved within the Redevelopment Project, shall have the following respective meanings, unless the context specifically requires otherwise. As in Minnesota Statutes, Section 469.058, the term "development" includes redevelopment, and the term "developing" includes redeveloping.:

1. "Authority" means Economic Development Authority of the City of Lake Elmo, established pursuant to the Enabling Act and City Resolution No. 2013-05.
2. "City" means the City of Lake Elmo, Minnesota.
3. "City Council" means the City Council of the City.
4. "County" means Washington County, Minnesota.
5. "Developer" means a party undertaking construction or renovation in a Tax Increment Financing District.
6. "Economic Development District" means Project Area which the Authority has designated as an Economic Development District, pursuant to Minnesota Statutes, Section 469.090 through 469.108, inclusive, as amended.
7. "Enabling Act" means (1) the Minnesota Municipal Housing and Redevelopment Act codified as Minnesota Statutes, Sections 469.001 through 469.047, and (2) the Economic Development Authority Act codified as Minnesota Statutes, Section 469.090 to 469.1082, including all powers provided or referenced therein, and as the same may be amended or supplemented.
8. "Project Area" means the real property within the City constituting the Redevelopment Project and the Economic Development District as currently depicted and described in the attached Article II.
9. "Public Costs" means the public redevelopment costs of the Redevelopment Project.
10. "Redevelopment Plan" means the Redevelopment Plan for the Redevelopment Project (this document), as the same may, from time to time, be amended or supplemented.
11. "Redevelopment Project" means Redevelopment Project No. 1 of the Authority, as the same may, from time to time, be amended or supplemented.
12. "School District" means Independent School District No. 834, Minnesota.
13. "State" means the State of Minnesota.

14. "TIF Act" means Minnesota Statutes, Sections 469.174 through 469.1794, both inclusive as amended.
15. "TIF District" means a Tax Increment Financing District within the Redevelopment Project, as may be proposed and established in the future, from time to time.
16. "TIF Plan" means a future tax increment financing plan for a TIF District within the Redevelopment Project, as may be proposed and adopted in the future, from time to time.

### **SECTION 1.03 PLAN PREPARATION**

This document was prepared for the City by Northland Securities, Inc. Project data was provided by City Staff.

## **ARTICLE II - STATEMENT OF PUBLIC PURPOSE AND AUTHORITY**

### **SECTION 2.01 ENABLING ACT; STATUTORY AUTHORITY**

Pursuant to the Enabling Act, the City was authorized to establish an economic development authority that has the same powers as an economic development authority under Minnesota Statutes, Section 469.090 to 469.1082, or other law, as well as the powers of a municipal housing and redevelopment authority established under Minnesota Statutes, Section 469.001 to 469.047, or other law. In addition the Enabling Act authorized the City, upon establishment of such an economic development authority, to exercise all the powers relating to an economic development authority granted to a city by Minnesota Statutes, Section 469.090 to 469.108, or other law, and all the powers relating to a housing and redevelopment authority granted to a city by Minnesota Statutes, Section 469.001 to 469.047, or other law.

Pursuant to Resolution No. 2013-05 as adopted by the Council on February 5, 2013, the City thereby established the Authority as the entity authorized by the Enabling Act.

It is the intention of the City, notwithstanding the enumeration of specific goals and objectives in the Redevelopment Plan, that the City and Authority shall have and enjoy with respect to the Redevelopment Project the full range of powers and duties conferred upon the Authority pursuant to the Enabling Act, the Tax Increment Act, and such other legal authority as the Authority may have or enjoy from time to time.

Funding for the necessary activities and improvements within the Redevelopment Project shall be accomplished through tax increment financing in accordance with the TIF Act, and, if necessary and appropriate, the use of the City's statutory ability to issue and sell general obligation improvement bonds of the City.

### **SECTION 2.02 STATEMENT OF NEED AND FINDING OF PUBLIC PURPOSE**

The City finds that there is a need for development within the City and the Redevelopment Project to provide employment opportunities, to improve the local tax base, and to improve the general economy of the City and the State.

The City finds that there is a need for the City to take positive and aggressive steps for the future of its "Downtown Area". Age of buildings, under utilized land area, and other symptoms of a downtown in need of a strategy for redevelopment are evident. And, with the leadership of the Mayor and City Council members, the members of the Authority, as well as city staff and local citizens, Lake Elmo has begun the difficult task of trying to fit appropriate resources with redevelopment opportunities. In doing so, the Council has found that there are opportunities for the Downtown Area with such bold steps as using tax increment financing, the vacation of streets, and open invitations to existing businesses and plans for invitations to those from within the greater metropolitan region.

The City finds that in many cases such marginal property cannot be developed without public participation and assistance in forms including property acquisition and/or write down, proper planning, the financing of land assembly in the work of clearance or development, and the making and/or financing of various other public and private improvements necessary for development. In cases where the development of marginal and other property cannot be done by private enterprise alone, the City believes it to be in the public interest to consider the exercise of its powers, to advance and spend public money, and to provide the means and impetus for such development.

The City finds that in certain cases property within the Project Area would or may not be available for development without the specific financial aid to be sought, that the Redevelopment Plan will afford maximum opportunity, consistent with the needs of the

City as a whole, for the development of the Project Area by private enterprise, and that the Redevelopment Plan conforms to the general plan for the development of the City as a whole.

The City also finds that the welfare of the City and the State requires the active promotion, attraction, encouragement, and development of economically sound industry and commerce through governmental action for the purpose of preventing the emergence of blighted and marginal lands and areas of chronic unemployment. It shall also be the policy of the Authority to facilitate and encourage such action as may be necessary to prevent the economic deterioration of such areas to the point where the process can be reversed only by total redevelopment. Through the use of the powers conferred on the City pursuant to the Enabling Act, promoting economic development may prevent the occurrence of conditions requiring redevelopment and prevent the emergence of blight, marginal land, and substantial and persistent unemployment.

The Redevelopment Plan shall also include the goals (1) of providing an impetus for residential development desirable or necessary to accommodate increased population within the City and (2) of helping to achieve affordable housing goals, including through payment or reimbursement of certain infrastructure or other costs of the housing developments.

### **SECTION 2.03 BOUNDARIES OF PROJECT AREA**

The area within the Project Area is described in Figure 2-1. The Project Area shall also include all adjacent roadways, rights-of-way and other areas wherein will be installed or upgraded the various public improvements necessary for and part of the overall project. The City finds that the Project Area, together with the objectives which the City seeks to accomplish or encourage with respect to such property, constitutes a “redevelopment project” and a “redevelopment plan” within the meaning of Minnesota Statutes, Section 469.002, Subdivisions 14 and 16, and constitutes an “economic development district” under Minnesota Statutes, 469.090 through 469.108, inclusive, as amended.

### **FIGURE 2.1 REDEVELOPMENT PROJECT NO. 1 MAP**

[INSERT MAP HERE]

## **ARTICLE III - REDEVELOPMENT PLAN**

### **SECTION 3.01 STATEMENT OF OBJECTIVES**

Redevelopment of the City's Downtown Area involves innovation, understanding, and communication with all sectors of the City, working together toward common, and well defined goals and objectives. The City, through its planning efforts has found that there is a need for redevelopment in the Downtown Area of the City, to encourage, ensure, and facilitate orderly development by the private sector of under-utilized, inappropriately utilized and unused land within the Development District. In addition, the City, through the implementation of this Development Program, seeks to remove any environmental conditions that are or may be barriers to any efforts by the private sector to develop or redevelop within the Development District.

The establishment of the Project Area in the City pursuant to the Enabling Act is necessary and in the best interests of the City and its residents and is necessary to give the City and the Authority the ability to meet certain public purpose objectives that would not be obtainable in the foreseeable future without intervention by the Authority in the normal development process.

The Authority intends, to the extent permitted by law, to accomplish the following objectives through the implementation of the Redevelopment Plan:

- (a) Provide for the acquisition of land and construction and financing of building(s), site improvements, and/or public utilities in the Project Area which are necessary for the orderly and beneficial development of the Project Area and adjacent areas of the City.
- (b) Promote and secure the prompt and unified development of certain property in the Project Area, which property is not now in productive use or in its highest and best use, with a minimum adverse impact on the environment, and thereby promote and secure the desirable development of other land in the City.
- (c) Promote and secure additional employment opportunities within the Project Area and the City for residents of the City and the surrounding area, thereby improving living standards and reducing unemployment and the loss of skilled and unskilled labor and other human resources in the City.
- (d) Secure the increase of assessed values of property subject to taxation by the City, School, County, and other taxing jurisdictions in order to better enable such entities to pay for governmental services and programs that they are required to provide.
- (e) Promote the concentration of new unified development consisting of desirable manufacturing, industrial, housing and other appropriate development in the Project Area so as to maintain the area in a manner compatible with its accessibility and prominence in the City.
- (f) Encourage the expansion and improvement of local business, economic activity and development and housing development, whenever possible.
- (g) Create a desirable and unique character within the Project Area through quality land use alternatives and design quality in new buildings.

### **SECTION 3.02 DEVELOPMENT ACTIVITIES**

The Authority will perform or cause to be performed, to the extent permitted by law, all project activities pursuant to the Enabling Act, the Tax Increment Act and other applicable state laws, and in doing so anticipates that the following may, but are not required, to be undertaken by the Authority:

- (a) The making of studies, planning, and other formal and informal activities relating to the Redevelopment Plan.
- (b) The implementation and administration of the Redevelopment Plan.
- (c) The rezoning of land within the Project Area.
- (d) The acquisition of property, or interests in property, by purchase or condemnation, which acquisition is consistent with the objectives of the Redevelopment Plan,
- (e) The preparation of property for use and development in accordance with applicable Land Use Regulations and the Development Agreement, including demolition of structures, clearance of sites, placement of fill and grading.
- (f) The resale of property to private parties.
- (g) The construction or reconstruction of improvements described in Section 4.7 hereof.
- (h) The issuance of Tax Increment Bonds to finance the Public Costs of the Redevelopment Plan, and the use of Tax Increments or other funds available to the City and the Authority to pay or finance the Public Costs of the Redevelopment Plan incurred or to be incurred by it.
- (i) The use of Tax Increments to pay debt service on the Tax Increment Bonds or otherwise pay or reimburse with interest the Public Costs of the Redevelopment Plan.

### **SECTION 3.03 PAYMENT OF PUBLIC COSTS**

It is anticipated that the Public Costs of the Redevelopment Plan will be paid primarily from proceeds of Tax Increment Bonds or from Tax Increments. The Authority reserves the right to utilize other available sources of revenue, including but not limited to lease payments, special assessments and user charges, which the Authority may apply to pay a portion of the Public Costs.

### **SECTION 3.04 ENVIRONMENTAL CONTROLS; LAND USE REGULATIONS**

All municipal actions, public improvements and private development shall be carried out in a manner consistent with existing environmental controls and all applicable Land Use Regulations.

### **SECTION 3.05 PARK AND OPEN SPACE TO BE CREATED**

Park and open space within the Project Area if created will be created in accordance with the zoning and platting ordinances of the City.

### **SECTION 3.06 PROPOSED REUSE OF PROPERTY**

The Redevelopment Plan contemplates that the Authority may acquire property and reconvey the same to another entity. Prior to formal consideration of the acquisition of any property, the Authority will require the execution of a binding development agreement with respect thereto and evidence that Tax Increments or other funds will be available to repay the Public Costs associated with the proposed acquisition. It is the intent of the Authority to negotiate the

acquisition of property whenever possible. Appropriate restrictions regarding the reuse and redevelopment of property shall be incorporated into any Development Agreement to which the Authority is a party.

### **SECTION 3.07 ADMINISTRATION AND MAINTENANCE OF PROJECT AREA**

Maintenance and operation of the Project Area will be the responsibility of the city administrator who shall serve as administrator of the Project Area. Each year the administrator will submit to the Authority the maintenance and operation budget for the following year.

The administrator will administer the Project Area pursuant to the Enabling Act; provided, however, that such powers may only be exercised at the direction of the Authority. No action taken by the administrator pursuant to the above-mentioned powers shall be effective without authorization by the Authority.

### **SECTION 3.08 RELOCATION**

Any person or business that is displaced as a result of the Redevelopment Plan will be relocated in accordance with Minnesota Statutes, Section 117.50 to 117.56. The City and the Authority accepts its responsibility for providing for relocation assistance when applicable.

### **SECTION 3.09 AMENDMENTS**

The Authority reserves the right to alter and amend the Redevelopment Plan and the Tax Increment Financing Plan, subject to the provisions of state law regulating such action. The City and the Authority specifically reserves the right to enlarge or reduce the size of the Project Area and the Tax Increment District, the Redevelopment Plan and the Public Costs of the Redevelopment Plan and the amount of Tax Increment Bonds to be issued to finance such cost by following the procedures specified in Minnesota Statutes, Section 469.175, Subdivision 4.

### **SECTION 3.10 FINDINGS AND DECLARATION**

The Authority makes the following findings:

- (a) The land in the Project Area would not be made available for redevelopment without the financial aid sought.
- (b) The Redevelopment Plan for the Project Area in the City will afford maximum opportunity consistent with the needs of the locality as a whole, for the redevelopment of the area by private enterprise.
- (c) The Redevelopment Plan conforms to the general plan for development of the City as a whole.



**ECONOMIC DEVELOPMENT AUTHORITY OF THE CITY OF LAKE ELMO, MINNESOTA**

**RESOLUTION NO. 2014-002**

**RESOLUTION RECOMMENDING THE CITY COUNCIL TO CALL FOR A  
PUBLIC HEARING ON THE PROPOSED ADOPTION OF THE DOWNTOWN  
REDEVELOPMENT PROJECT AND A REDEVELOPMENT PLAN THEREFOR  
PROPOSED BY THE ECONOMIC DEVELOPMENT AUTHORITY OF THE  
CITY OF LAKE ELMO, MINNESOTA**

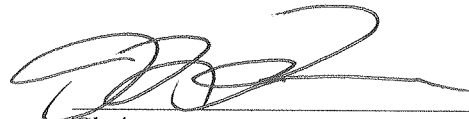
WHEREAS, the Economic Development Authority of the City of Lake Elmo, Minnesota (the "EDA") proposes the establishment of the Downtown Redevelopment Project area (the "Project Area") and a document entitled "Redevelopment Plan for Downtown Redevelopment Project" (the "Redevelopment Plan") therefor, pursuant to Minnesota Statutes, 469.001 to 469.047 and 469.090 to 469.1082 (collectively the "Act"); and

WHEREAS, the EDA has investigated the facts relating to the Project Area and caused the Redevelopment Plan to be prepared; and

NOW, THEREFORE, BE IT RESOLVED by the Lake Elmo Economic Development Authority (the "EDA") as follows:

1. The EDA hereby requests the City Council to call for a public hearing on the proposed adoption of a Redevelopment Plan (the "Redevelopment Plan") for, and establishment of, the Downtown Redevelopment Project, pursuant to Minnesota Statutes, 469.001 to 469.047, as amended.

Approved by the Lake Elmo Economic Development Authority this 21st day of August, 2014.

  
Chair

ATTEST:

  
Secretary



# MAYOR & COUNCIL COMMUNICATION

**DATE:** October 7, 2014  
**REGULAR**  
**ITEM #** 12

**AGENDA ITEM:** Approval of Massage Therapy License  
**SUBMITTED BY:** Beckie Gumatz, Deputy Clerk  
**THROUGH:** Dean Zuleger, City Administrator  
**REVIEWED BY:** Adam Bell, City Clerk/Assistant City Administrator  
Washington County Sheriff's Office

**SUGGESTED ORDER OF BUSINESS:**

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

**POLICY RECOMMENDER:** City Staff

**FISCAL IMPACT:** increase of \$200 for first year license fee; \$50 annual renewal fee

**SUMMARY AND ACTION REQUESTED:** The City has received a new Massage Therapy License application, required fees, and insurance certificate. As the application is in order, and a background check was approved by Washington County, it is respectfully requested that following the public hearing, Council approve the application by taking the following action:

*“Move to approve a Massage Therapy Premise License for Nirvana Massage and Spa, LLC, and a Massage Therapist License to Yuanfen Liu as presented.”*

**LEGISLATIVE HISTORY:** The City of Lake Elmo instituted a city license structure in December of 2012 in order to better regulate the practice of therapeutic massage in Lake Elmo. This past action has already produced positive results in several instances. A public hearing is required for the consideration of any new massage licenses issued by the City.

The City is respectfully requested to consider granting a massage therapy license to the following applicant:

Yuanfen Liu and Craig Zorn – Nirvana Massage and Spa, LLC, 11240 Stillwater Blvd N

**BACKGROUND INFORMATION (SWOT):**

**Strengths** Approval of this license aides the City in knowing who is performing these and related services, what services are being provided, and where these services are being provided, which in turn helps protect the welfare of the residents, visitors and local businesses. Aside from the minimal increase in license fees the City receives, the addition of small-business commerce is a positive for the city and should be encouraged.

**Weaknesses** N/A

**Opportunities** Continue working with the local massage therapy community and county law enforcement on efforts to eliminate bad actors from the industry and community as a whole and

**Threats** Unfortunately, the massage therapy industry does include bad actors who take advantage of massage business fronts for illegal acts such as prostitution. The City does not have any information that Nirvana will or would do this, but it would be ignoring the facts if the potential threat was not identified.

**RECOMMENDATION:** Based on the above information, City staff recommends that, following the required public hearing, Council approve the application by taking the following action:

***“Move to approve a Massage Therapy Premise License for Nirvana Massage and Spa, LLC, and a Massage Therapist License to Yuanfen Liu as presented.”***



# MAYOR & COUNCIL COMMUNICATION

**DATE:** October 7, 2014  
**REGULAR**  
**ITEM #** 13

**AGENDA ITEM:** 2015 Street, Drainage and Watermain Improvements – Resolution Receiving Feasibility Report and Calling Hearing on Improvement

**SUBMITTED BY:** Ryan Stempiski, Assistant City Engineer

**THROUGH:** Dean A. Zuleger, City Administrator

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

**SUGGESTED ORDER OF BUSINESS:**

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

**POLICY RECOMMENDER:** Engineering

**FISCAL IMPACT:** None.

The Feasibility Report was previously authorized. Calling for and conducting the Public Improvement Hearing is included in the feasibility report scope of services.

**SUMMARY AND ACTION REQUESTED:**

The City Council is respectfully requested to consider adopting Resolution No. 2014-80 receiving the Feasibility Report and calling for a Public Improvement Hearing for the 2015 Street, Drainage and Watermain Improvements to be held on November 5, 2014. The recommended motion for this action is as follows:

***“Move to adopt Resolution No. 2014-80, receiving the Feasibility Report and calling Hearing for the 2015 Street, Drainage and Watermain Improvements.”***

**LEGISLATIVE HISTORY/BACKGROUND INFORMATION:**

The 2015 Street Improvements were identified in the City’s 5-Year Street Capital Improvement Program. The City’s water supply system is located within or adjacent to all street improvement areas scheduled in 2015. Therefore, it was prudent to review watermain replacement and extension along with the 2015 street improvements.

The feasibility report was authorized by the city council on July 1, 2014 in order to ready these improvements for 2015 construction. The feasibility report is needed to meet state statutory requirements if any portion of the project is to be assessed to benefitting properties. The report identifies the necessary improvements, the estimated project costs, the assessment methodology and preliminary assessment amounts to be levied against properties adjacent to and benefitting from the street, drainage and watermain improvements.

The improvements consist of the following:

- Reconstruction of the public streets within Bordner’s Gardner Farnettes, Kenridge Addition, and Kelvin Avenue North, including the potential of converting a portion of the private road north of Kelvin Court to a public street.
- The street reconstruction incorporates drainage improvements deemed necessary to protect and adequately drain the new street pavements.
- The improvement includes a second alternative for the streets within the Kenridge Addition that excludes any use of curb and gutter for drainage.
- Additional subwatershed drainage improvements within the Bordner’s Garner Farnettes neighborhood to divert and retain storm water runoff from the neighborhood.
- Extension of 8-inch and 12-inch diameter lateral and trunk watermain with service stubs to existing properties to provide owners with the opportunity to hook up to municipal water.

The total estimated project cost is \$2,899,000. The street and drainage improvement portion is \$1,843,000 and the watermain improvement is \$1,056,000. The improvements would be partially assessed against the benefitting properties consistent with the City’s Special Assessment Policy. Residential street improvements are typically assessed 30% of the total project costs while watermain improvements are assessed 100% to the benefitting properties. The City’s general tax levy typically covers the bond payments for the remaining street improvements and street oversize requirements. The Water Enterprise Fund is used to cover the watermain oversize or trunk costs. A lateral benefit assessment would be levied against properties along the proposed trunk watermain on Kelvin Avenue. Assessments for street and drainage improvements are levied over 10 years while assessments for watermain improvements are levied over 15 years. The feasibility report findings and recommendations will be further presented at the meeting.

**RECOMMENDATION:**

Staff is recommending that the City Council adopt Resolution No. 2014-80, receiving the Feasibility Report and calling Hearing for the 2015 Street, Drainage and Watermain Improvements. The recommended motion for this action is as follows:

***“Move to adopt Resolution No. 2014-80, receiving the Feasibility Report and calling Hearing for the 2015 Street, Drainage and Watermain Improvements.”***

**ATTACHMENT(S):**

1. Resolution 2014-80, Receiving the Feasibility Report for the 2015 Street, Drainage and Watermain Improvements.
2. Notice of Hearing on Improvement.
3. Location Map.
4. Project Schedule.
5. Feasibility Report (*available for review at City Hall*)

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

**RESOLUTION NO. 2014-80**

**A RESOLUTION RECEIVING A FEASIBILITY REPORT FOR THE  
2015 STREET, DRAINAGE AND WATERMAIN IMPROVEMENTS AND  
CALLING HEARING ON IMPROVEMENT**

**WHEREAS**, pursuant to city council authorization, adopted on July 1, 2014, a feasibility report has been prepared by FOCUS Engineering, Inc. for the 2015 Street, Drainage and Watermain Improvements; and

**WHEREAS**, the feasibility report recommends that benefitting properties along the project route be assessed all or a portion of the cost of the improvements pursuant to the city's Special Assessment Policy and Minnesota Statutes, Chapter 429; and

**WHEREAS**, the feasibility report provides information regarding whether the proposed improvement is necessary, cost-effective, and feasible; whether it should best be made as proposed or in connection with some other improvement; the estimated cost of the improvements as recommended; and a description of the methodology used to calculate individual assessments for affected parcels.

**NOW, THEREFORE, BE IT RESOLVED,**

1. That the City Council will consider the improvements in accordance with the report and the assessments of the abutting properties for all or a portion of the cost of the improvements pursuant to Minnesota Statutes, Chapter 429 at an estimated total project cost of \$1,843,000 for the street and drainage system improvements and an estimated total project cost of \$1,056,000 for the watermain improvements.
2. A public hearing shall be held on such proposed improvements on the 5th day of November, 2014, in the council chambers of the City Hall at or approximately after 7:00 P.M. and the clerk shall give mailed and published notice of such hearing and improvement as required by law.

**ADOPTED BY THE LAKE ELMO CITY COUNCIL ON THE SEVENTH DAY OF OCTOBER,  
2014.**

**CITY OF LAKE ELMO**

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

(Seal)  
ATTEST:

\_\_\_\_\_  
Adam Bell  
City Clerk

CITY OF LAKE ELMO  
NOTICE OF HEARING ON IMPROVEMENT  
2015 STREET, DRAINAGE AND WATERMAIN 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 Wednesday, November 5, 2014, to consider the making of the following improvements, pursuant to Minnesota Statutes, Sections 429.011 to 429.111;

The improvements consist of the reconstruction of the existing streets, storm sewer replacement, and drainage improvements within the Bordners Garner Farmettes and Kenridge Addition neighborhoods, and along Kelvin Avenue from TH 5 to the north cul-de-sac. The improvements may also include the extension of municipal water service.

The area proposed to be assessed for these improvements include the properties directly abutting and accessing the proposed street and watermain improvements along 38<sup>th</sup> Street, 39<sup>th</sup> Street, Innsdale Avenue (Bordners Garner Farmettes); 36<sup>th</sup> Street, 37<sup>th</sup> Street, Irwin Avenue (Kenridge Addition); and Kelvin Avenue. The estimated total cost of the street and drainage improvements is \$1,843,000 and the estimated total cost of the watermain improvements is \$1,056,000. A reasonable estimate of the impact of the assessment will be available at the hearing. Such persons as desiring to be heard with reference to the proposed improvements will be heard at this meeting.

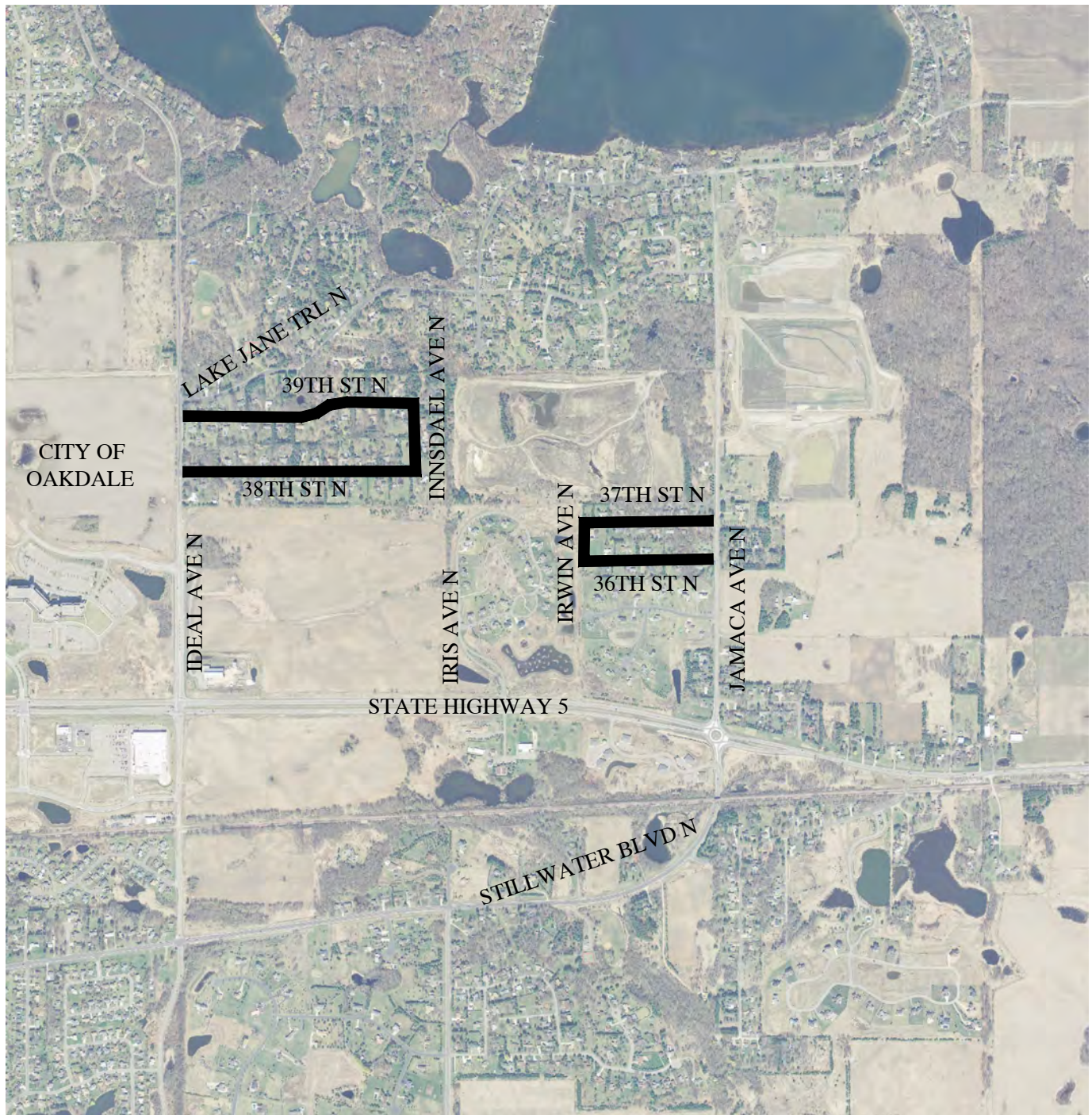
**DATED:** October 7, 2014

**BY ORDER OF THE LAKE ELMO CITY COUNCIL**

**Mike Pearson, Mayor**

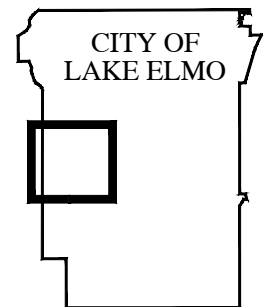
*(Published in the Oakdale-Lake Elmo Review on October 15, 2014 and October 22, 2014)*





**LEGEND**

**—** PROPOSED STREET, DRAINAGE AND WATERMAIN IMPROVEMENT LIMITS



**FOCUS  
ENGINEERING**

2015 STREET, DRAINAGE AND  
WATERMAIN IMPROVEMENTS  
PROJECT NO. 2014.136

FIGURE NO. 1

**LOCATION MAP**

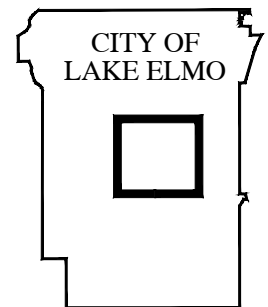
36TH, 37TH, 38TH & 39TH ST N





**LEGEND**

 PROPOSED STREET, DRAINAGE AND WATERMAIN IMPROVEMENT LIMITS



**FOCUS**  
ENGINEERING

2015 STREET, DRAINAGE AND  
WATERMAIN IMPROVEMENTS  
PROJECT NO. 2014.136

FIGURE NO. 2  
LOCATION MAP  
KELVIN AVENUE NORTH

PRELIMINARY PROJECT SCHEDULE  
CITY OF LAKE ELMO

**FOCUS** ENGINEERING, inc.

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

2015 STREET, DRAINAGE & WATERMAIN  
PROJECT NO. 2014.136

*SEPTEMBER 2014*

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July 1, 2014	Council authorizes Feasibility Report.
<del>September 2, 2014</del> October 7, 2014	Presentation of Feasibility Report. Council accepts Report and Calls Hearing.
<del>October 7, 2014</del> November 5, 2014	Public Improvement Hearing. Council orders Preparation of plans and specifications.
February 17, 2015	Council approves Plans and Specifications; Orders Advertisement for Bids.
March 24, 2015	Receive Contractor Bids.
April 7, 2015	Council accepts bids and awards Contract.
May 1, 2015	Conduct Pre-construction Meeting and Issue Notice to Proceed.
August 28, 2015	Substantial completion.
October 16, 2015	Final completion.



# MAYOR & COUNCIL COMMUNICATION

**DATE:** October 7, 2014

**REGULAR**

**ITEM #** 14

**AGENDA ITEM:** Hammes Estates Residential Subdivision - Final Plat (Phase 1)

**SUBMITTED BY:** Nick M. Johnson, City Planner

**THROUGH:** Dean Zuleger, City Administrator

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

**SUGGESTED ORDER OF BUSINESS:**

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

**POLICY RECCOMENDER:** The Planning Commission is unanimously recommending that the City Council approve a final plat request from Hammes West, LLC for the first phase of a 163 unit residential development to be located on 78 acres of land west of Keats Avenue and within the City’s I-94 Corridor Planning Area. The final plat will include 57 single-family lots, all of which will be accessed off of Keats Avenue (CSAH 19).

**FISCAL IMPACT:** TBD – the City will be asked to review a developer’s agreement concerning the final plat at its October 7, 2014 meeting. The agreement will include a detailed accounting of any development costs that will be the responsibility of the City. The subdivision is included in the Section 34 utility project area, and therefore the developer is being assessed for the costs of the project to bring sewer and water to the site.

**SUMMARY AND ACTION REQUESTED:** The City Council is being asked to consider a request from Hammes West, LLC for approval of a final plat for the first phase of the Hammes Estates residential development. The final plat includes 57 single-family residential lots, and the

related construction plans for the improvements necessary to serve these homes. The City Council approved the Hammes Estates Preliminary Plat on July 1, 2014, which covered approximately 78 acres of land within the I-94 Corridor planning area. There are 163 single family residential lots planned within the entire subdivision, and the final plat covers only a portion of the overall total of units that will eventually be platted. The public improvements associated with the site will be installed by The Ryland Group in conjunction with the applicant.

The Planning Commission considered this matter at its September 22, 2014 meeting and unanimously recommended approval of the final plat subject to 16 conditions of approval.

*The suggested motion to adopt the Planning Commission recommendation is as follows:*

***“Move to adopt Resolution No. 2014-81, approving the final plat for Hammes Estates”***

**BACKGROUND INFORMATION:**

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

In addition to the information provided in the Staff Report, it should be noted that the applicant is requesting to amend Condition #13 related to the Minnesota Pollution Control Agency (MPCA) approval letter of the remediation of the soil contamination event on the Hammes site. As demonstrated in the request letter in Attachment #3, the applicants are requesting that the approval letter from the MPCA be provided prior to the issuance of building permit for affected lots as opposed to prior to the release of the Final Plat. The reason for the request relates to the closing of the property by The Ryland Group. If the Final Plat is delayed due to the MPCA approval process, which is estimated to take 30-60 days, the closing or purchase of a large portion of the property by the Ryland Group will also be delayed. After consulting with the Fire Chief and MPCA on the request, staff determined that the request is reasonable and will not create a negative or dangerous situation in the interim period while the review by MPCA is completed. It should be noted that the applicants have submitted a Phase 1 Environmental Review for the site, as well as substantial information regarding the cleanup and disposal of the contaminated soil. The Fire Chief simply want to close the loop by requesting the applicant enter the Voluntary Brownfield Program to ensure that the remediation work that was completed has properly addressed the contamination. Staff recommends that condition #13 be amended per the suggested language from the applicant (Attachment #3).

**PLANNING COMMISSION REPORT:**

The Planning Commission reviewed the final plat application at its September 22, 2014 meeting. During the meeting, the Planning Commission engaged in discussions regarding the design and locations of the trails, the stormwater facilities, the phasing of the proposed subdivision, and other pertinent topics and questions. In reviewing the final plat, the Planning Commission



recommended two additional conditions of approval: 1) that any trail segment designed as a boardwalk must be able to safely accommodate bicycle traffic, and 2) that the developer must inventory and replace trees that are removed on the City park land due to the installation of the trail. The Planning Commission recommended that the trees be replaced at the schedule or rate required under the City's tree preservation ordinance (§154.257). In addition to these added conditions, the Planning Commission wanted to ensure that the MPCA approve the soil remediation work prior to the City releasing final plat for recording. Further detail of the Planning Commission discussion on the Hammes Estates Final Plat can be found in the 9/22/14 draft minutes.

The Planning Commission recommended approval of the final plat as submitted with 16 conditions of approval. The vote to recommend approval of the Hammes Estates Final Plat was unanimous (Vote: 7-0).

**STRENGTHS, WEAKNESSES, OPPORTUNITIES, THREATS:**

**Strengths:** The proposed final plat is consistent with the approved preliminary plat subject to the conditions being recommended by Staff and the Planning Commission.

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

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

**Threats:** None

**RECOMMENDATION:**

*Based on the aforementioned, the Planning Commission and Staff are recommending that the City Council approve the Hammes Estates Final Plat subject to 16 conditions of approval through the following motion:*

***“Move to adopt Resolution No. 2014-81, approving the final plat for Hammes Estates”***

**ATTACHMENTS:**

1. Resolution 2014-81
2. Staff Report to the Planning Commission, 9/22/14
3. Hammes West, LLC Request to Amend Condition #13
4. Application Form
5. Preliminary Plat Response Letter (Westwood Engineering)
6. Final Plat (3 sheets)

7. Final Construction Plans (Sanitary Sewer, Water Main, Storm Sewer and Streets – 17 sheets)
8. Final Construction Plans (Grading, Drainage and Erosion Control – 14 sheets)
9. Final Landscape Plans (4 sheets)
10. Park Location Plan
11. City Engineer Review Memorandum, dated 9/18/14
12. Fire Chief Review Memorandum, dated 9/18/14
13. Landscape Consultant Review Memorandum, dated 8/25/14 and 9/18/14
14. Valley Branch Watershed District Permit
15. MN DNR Permit to Restore Southern Shore of Goose Lake
16. Excerpt of Park Commission Minutes from 7/21/14 Meeting.
17. Goose Lake Park Area Sketch
18. Soil Contamination Remediation Report

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

**RESOLUTION NO. 2014-81**

*A RESOLUTION APPROVING A FINAL PLAT FOR HAMMES ESTATES*

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

**WHEREAS**, Hammes West, LLC, 36 Moonlight Bay, Stillwater, MN (Applicant) has submitted an application to the City of Lake Elmo (City) for a Final Plat for Hammes Estates, a copy of which is on file in the City of Lake Elmo Community Development Department; and

**WHEREAS**, the Lake Elmo Planning Commission held a public hearing on May 12, 2014 to consider the Hammes Estates Preliminary Plat and continued discussion on the Preliminary Plat until its June 23, 2014 meeting; and

**WHEREAS**, the Lake Elmo Planning Commission has submitted its report and recommendation concerning the Preliminary Plat as part of a memorandum to the City Council for the July 1, 2014 City Council Meeting; and

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

**WHEREAS**, the City Council reviewed the Preliminary Plat request at its July 1, 2014 meeting and adopted Resolution No. 2014-55 approving the Preliminary Plat; and

**WHEREAS**, the Lake Elmo Planning Commission met on September 22, 2014 to review the Final Plat for Hammes Estates consisting of 57 single-family residential lots; and

**WHEREAS**, on September 22, 2014 the Lake Elmo Planning Commission adopted a motion to recommend that the City Council approve the Final Plat for Hammes Estates with conditions; and

**WHEREAS**, the City Council reviewed the recommendation of the Planning Commission and the Final Plat for Hammes Estates at a meeting held on October 7, 2014; and

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

**FINDINGS**

- 1) That the procedure for obtaining approval of said Final Plat is found in the Lake Elmo City Code, Section 153.08.



- 2) That all the requirements of said City Code Section 153.08 related to the Final Plat have been met by the Applicant.
- 3) That the proposed Final Plat for Hammes Estates consists of the creation of 57 single-family residential lots.
- 4) That the Hammes Estates Final Plat is consistent with the Preliminary Plat and Plans as approved by the City of Lake Elmo on July 1, 2014 and revised on August 25, 2014.
- 5) That the Hammes Estates Final Plat is consistent with the Lake Elmo Comprehensive Plan and the Future Land Use Map for this area.
- 6) That the Hammes Estates Final Plat complies with the City's Urban Low Density Residential zoning district.
- 7) That the Hammes Estates 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.
- 8) That the Hammes Estates Final Plat complies with the City's subdivision ordinance.
- 9) That the Hammes Estates 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 September 18, 2014.

### **CONCLUSIONS AND DECISION**

**NOW, THEREFORE, BE IT RESOLVED THAT** the City Council does hereby approve the Final Plat for Hammes Estates 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 plans requested by the City Engineer in a memo dated 9/18/14 shall be incorporated into these documents before they are approved.
- 2) The developer shall provide evidence in a form satisfactory to the City Attorney that warrants it has fee interest in area included in the Hammes Estates Final Plat.
- 3) Prior to the execution of the Final Plat by City officials, the Developer shall enter into a Developer's Agreement acceptable to the City Attorney and approved by the City Council that delineates who is responsible for the design, construction, and payment of the required improvements with financial guarantees therefore.

- 4) All easements as requested by the City Engineer and Public Works Department shall be documented on the Final Plat prior to the release of the Final Plat for recording.
- 5) A Common Interest Agreement concerning management of the common areas of Hammes Estates and establishing a homeowner's association shall be submitted in final form to the Community Development Director before a building permit may be issued for any structure within this subdivision. Said agreement shall comply with Minnesota Statutes 515B.3-103, and specifically the provisions concerning the transfer of control to the future property owners. The applicant shall also enter into a maintenance agreement with the City that clarifies the individuals or entities responsible for any landscaping installed in areas outside of land dedicated as public park and open space on the Final Plat.
- 6) The applicant shall provide fees in lieu of land dedication for 2.1 acres of land to fulfill the City's parkland dedication requirements in a pro-rated amount for the Phase 1 Area or in an amount addressing the total site.
- 7) The Final Landscape Plan shall be revised per the requested modifications of the City Landscape Consultant, documented in a memo dated 9/18/14. Final Landscape Plans shall be approved prior to the release of Final Plat for recording.
- 8) The applicant shall provide evidence that all conditions attached to the Valley Branch Watershed District permit for the Final Plat and associated grading work have been met prior to the commencement of any final grading activity.
- 9) The applicant must provide written authorization to perform any work in the Electrical Transmission easement areas prior to the release of the Final Plat for recording.
- 10) The applicant shall provide evidence that Washington County has approved final construction plans for all required work within the Keats Avenue right-of-way as described in a letter from the County dated May 6, 2013. Final Construction Plans provided to the City shall be updated to include the improvements approved by Washington County
- 11) The applicant shall abide by all conditions of the MN DNR Public Waters Work Permit dated 8/27/14.
- 12) The applicant must revise the Goose Lake Park Plan to provide greater separation between the public use area and the lift station maintenance area. The applicant will be responsible for all necessary watershed district permitting requirements related to the Goose Lake Park improvements.
- 13) Per the recommendation of the Fire Chief, the applicant must submit all documentation related to the mitigation of the soil contamination to the Minnesota Pollution Control Agency's Voluntary Brownfield Program for review and approval prior to the release of Final Plat for recording.
- 14) Prior to the acceptance of the public improvements for the 1<sup>st</sup> Phase of the Hammes Estates subdivision, all wetland buffers shall be delineated and identified via staking or signage that is acceptable to the City.

15) Any boardwalk trail segments included in the Hammes Estates subdivision must be designed to accommodate bicycle traffic.

16) All trees impacted by the northern buffer trail must be inventoried and replaced at the schedule or rate specified in the City's tree preservation ordinance (§154.257).

Passed and duly adopted this 7<sup>th</sup> day of October 2014 by the City Council of the City of Lake Elmo, Minnesota.

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Mike Pearson, Mayor

ATTEST:

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Adam Bell, City Clerk



PLANNING COMMISSION  
DATE: 9/22/13  
AGENDA ITEM: 4A – BUSINESS ITEM  
CASE # 2014-44

ITEM: Hammes Estates Residential Subdivision – Final Plat (Phase 1)

SUBMITTED BY: Nick M. Johnson, City Planner

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

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**SUMMARY AND ACTION REQUESTED:**

The Planning Commission is being asked to consider a Final Plat request from Hammes West, LLC for the first phase of a planned 163-unit residential development to be located on 78.1 acres of land west of Keats Avenue and within Stage 1 of the City’s I-94 Corridor Planning Area. The final plat will include 57 single-family lots, all of which will be accessed off of Keats Avenue. Staff is recommending approval of the request subject to compliance with a series of conditions as listed in this report.

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**GENERAL INFORMATION**

*Applicant:* Hammes West, LLC, 36 Moonlight Bay, Stillwater, MN 55082.

*Property Owners:* Ellie Hammes, 1187 Forest Ave., Maplewood, MN 55109, and Dorothy Lyons, 10105 10<sup>th</sup> Street North, Lake Elmo, MN 55042.

*Location:* Part of Section 34 in Lake Elmo, immediately west of Keats Avenue (CSAH 19), approximately 1,300 feet south of 10<sup>th</sup> Street (CSAH 10), and immediately south of Goose Lake. PID Number 34.029.21.13.0001.

*Request:* Application for final plat approval of 57 residential lots, constituting the first phase of a subdivision to be named Hammes Estates.

*Existing Land Use and Zoning:* The site was previously utilized as an active mining and gravel operation. The site has since been reclaimed. Current Zoning: LDR - Urban Low Density Residential

*Surrounding Land Use and Zoning:* North –Goose Lake and Stonegate Residential Estates (RE) subdivision; west – Stonegate RE subdivision; south – Lennar Savona Urban Low Density Residential (LDR) subdivision.

*Comprehensive Plan:* Urban Low Density Residential (2.5 – 4 units per acre)

*History:* Preliminary Plat approved on 7/1/14 (public hearing on 5/12/14).

*Deadline for Action:* Application Complete – 9/15/14  
60 Day Deadline – 11/13/14

Extension Letter Mailed – No  
120 Day Deadline – 1/12/15

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

## REQUEST DETAILS

The City of Lake Elmo has received a request from Hammes West, LLC for final plat approval of the first phase of the Hammes Estates residential development. The final plat includes 57 single family residential lots and the infrastructure necessary to support the future homes on these lots. The City Council approved the Hammes Estates Preliminary Plat on July 1, 2013, which covered approximately 78 acres of land within the I-94 Corridor Planning Area. There are 163 single family residential lots planned within the entire subdivision, and the final plat covers only a portion of the overall total of units that will eventually be platted. Hammes West, LLC, in conjunction with Ryland Homes, is finalizing the purchase of the land. Submission of adequate title evidence to the City Attorney will be required of the applicant in advance of the City releasing the Final Plat for recording.

The final plat area represents the initial project phase of the overall Hammes Estates development. The developer intends to build homes in the subdivision moving generally from the east to the west, extending infrastructure to serve each phase with future projects. Likewise, the developer will be conducting final grading on the site in phases as well, as the majority of the site has undergone initial grading work as part of the approved reclamation plan for the site's mining permit. This grading will be necessary to establish the overall storm water management system on the site, but the plan will be revised when the individual lots are created as part of a future development phase. The applicant has submitted detailed construction plans for related to sanitary sewer, water main, storm sewer, grading, drainage, landscaping, and other details that have been reviewed by the City Engineer.

The City's subdivision ordinance establishes the procedure for obtaining final subdivision approval, in which case a final plat may only be reviewed after the City takes action on a preliminary plat. As long as the final plat is consistent with the preliminary approval, it must be approved by the City. Please note that the City's approval of the Hammes Estates Preliminary Plat did include a series of conditions that must be met by the applicant, which are addressed in the "Review and Analysis" section below. There are no public hearing requirements for a final plat.

It should also be noted that the zoning of the Hammes site was changed from Rural Development Transitional District (RT) to Urban Low Density Residential (LDR) as part of a broader zoning map update that was approved by the City Council on July 22, 2014. In order to proceed with the recording of the Final Plat, a site must have the proper zoning designation in place. The Hammes site fulfills this criterion, as LDR zoning is the appropriate zoning for the single family subdivision.

Staff has reviewed the final plat and found that it is consistent with the preliminary plat that was approved by the City. The developer has recently updated the preliminary plan submissions to comply with the conditions of approval, and the final plat application incorporates these updates as well. Please note that the final plat and construction plans now include approved street names for the subdivision.

The City Engineer has reviewed the final plat, and his comments are attached to this report. Although there are some additional revisions and additions necessary for the final construction plans



that need to be addressed by the applicant, the majority of these revisions can be made before the City releases the final plat for recording. Staff is recommending that all revisions and modifications noted within the City Engineer's review memorandum be completed prior to the release of Final Plat for recording as a condition of approval.

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## REVIEW AND ANALYSIS

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

Please also note that the applicant has also provided a response to the preliminary plat conditions and their response is included as an attachment to this report (Attachment #2).

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

- 1) Within six months of preliminary plat approval, the applicant shall complete the following: a) The applicant shall provide adequate title evidence satisfactory to the City Attorney; and b) The applicant shall submit a revised Preliminary Plat and plans meeting all conditions of approval. All of the above conditions shall be met prior to the City accepting an application for Final Plat and prior to the commencement of any grading activity on the site. ***Comment: a) all title work will need to be submitted and reviewed by the City Attorney before any City officials sign the final plat (Condition #2); b) revised preliminary plat and plans have been received by the City and were found to address previous comments. The City Engineer has identified to design modifications related to depth of storm sewer and the location of one segment of watermain, both in the western portion of the plat. The City Engineer has confirmed that these design modification are not impactful to the first phase of Hammes Estates. Nonetheless, the City Engineer has requested that these revisions be submitted in order to facilitate more accurate and efficient review of future phases of the Hammes Estates subdivision. The applicant has acknowledged this requirement and will address the requested modifications before the City will release the Final Plat for recording.***
- 2) The City Engineer shall review and approve all revised Preliminary Plans that are submitted to the City in advance of Final Plat to satisfy Condition #1. ***Comments: See Condition #1 response.***
- 3) The Preliminary Plat approval is conditioned upon the applicant meeting all minimum City standards and design requirements. ***Comments: The applicant has acknowledged that approval is conditioned upon meeting City standards and design requirements.***
- 4) All required modifications to the plans as requested by the City Engineer in a review letter dated June 16, 2014 shall be incorporated into the plans prior to consideration of a Final Plat. ***Comments: The applicants have addressed the Engineer's review comments, but design modifications are necessary with regards to storm sewer depth and watermain alignment in the western portion of the plat. The Engineer has confirmed to staff that the requested modifications to not materially impact the 1<sup>st</sup> Phase of Hammes Estates.***

- 5) Prior to the acceptance of the public improvements for the Hammes Estates plat, all wetland buffers shall be delineated and identified via staking or signage that is acceptable to the City. **Comments: The final construction plans (Grading, Drainage and Erosion Control) include wetland buffer monuments to identify the locations of all wetland buffers. The applicants have met this condition. However, in order to ensure that the monuments are installed, staff recommends that this condition be carried forward as a condition of final plat approval for all subsequent phases of the Hammes Estates subdivision (Condition #14).**
- 6) The landscape plan shall be updated per the recommendations of the City's landscape consultant in a review memo dated 5/7/14. **Comments: The City's Landscape Consultant has reviewed the updated Preliminary Landscape Plan and found it to be in conformance with the City's landscaping ordinance. More specifically, the applicants have provided additional plant material to meet the City's requirements. Based upon the approval of the City's Landscape Consultant, this condition has been met.**
- 7) The applicant shall be responsible for the construction of all improvements within the Keats Avenue (CSAH 19) right-of-way as required by Washington County and further described in the review letter received from the County dated May 6, 2014. The required improvements shall include, but not be limited to: construction of a modified median crossing, construction of a trail/sidewalk to the south side of the median, turn lanes, and other improvements as required by the County. **Comments: The Final Construction Plans have been revised in response to these comments. The applicants have submitted an access permit to Washington County, which is currently being reviewed. The applicants will be responsible to incorporate any requested revisions or modifications that result from the County's review of the access to Keats Ave. into the Final Construction Plans (Condition #10)**
- 8) The developer shall follow all of the rules and regulations spelled out in the Wetland Conservation Act, and shall acquire the needed permits from Valley Branch Watershed District prior to the commencement of any grading or development activity on the site. **Comments: The applicant has received a permit from the Valley Branch Watershed District (Attachment #11) for the grading work proposed in the final plans. This permit includes conditions that must be met prior to the commencement of any final grading work on the site. The applicant will be required to observe all conditions of the Valley Branch Watershed District permit throughout construction (Condition #8).**
- 9) Landscape islands shall be platted as part of the right-of-way and shall be maintained by the Home Owners Association. The applicant shall enter into a maintenance agreement with the City that clarifies the individuals or entities responsible for any landscaping installed in areas outside of land dedicated as public park and open space on the final plat. **Comments: The applicant has indicated that there will be a homeowner's association created for this development. The City has not yet received documentation that this association has been established. A maintenance agreement and evidence that the HOA has been established should be retained as a condition of approval for the final plat (Condition #5).**
- 10) With an eligible parkland dedication of 5.7 acres provided, the applicant is responsible to pay a fee in lieu of land dedication for the equal market value amount of 2.1 acres of land at the time of the Final Developers Agreement. The City will work with the developer to clarify any and all park fee payments at the time of the Final Developers Agreement. **Comments: Staff is**

*recommending that the payment of fees in lieu of land dedication either be pro-rated based on the percentage of the final plat area compared to the entire Hammes Estates development, or the total required amount be collected for the entire subdivision. As a condition of approval, staff is recommending that the required parkland dedication fee be collected prior to the City releasing the Final Plat for recording (Condition #6)*

- 11) No more than 100 units may be approved as part of a final plat until secondary access is provided to the subdivision via a connection to 5<sup>th</sup> Street through the Savona subdivision. *Comments: The proposed final plat includes 57 units, which means the applicant may plat an additional 42 units before secondary access through the Savona subdivision to the south is required.*
- 12) For trails proposed to be located in any wetland buffer, the applicant must present a suitable design or material that is acceptable to the City and Valley Branch Watershed District. *Comments: The applicants have presented a boardwalk design to the watershed district and the VBWD was agreeable to a boardwalk design through a small portion of the buffer area. City staff was in attendance at the VBWD Board Meeting and offered support for the boardwalk design. The construction details of the proposed limited boardwalk section within the wetland buffer must be provided to the City as part of the Final Construction Plans for the pertinent future phase of the Hammes Estates subdivision.*
- 13) The applicant must enter into a separate grading agreement with the City prior to the commencement of any grading activity in advance of final plat and plan approval. The City Engineer shall review any grading plan that is submitted in advance of a final plat, and said plan shall document extent of any proposed grading on the site. *Comments: The applicants are not proposing any final grading in advance of Final Plat approval. Final grading activities require the approval of the Final Grading Plans by the City Engineer.*
- 14) The applicant must incorporate a play structure into the proposed park at Goose Lake per the request of the Lake Elmo Park Commission. Furthermore, the applicant must submit an updated design of the park property that meets City approval in advance of Final Plat. *Comments: Regarding the play structure, the Park Commission reviewed the proposed improvements to Goose Lake Park at the 7/21/14 meeting and determined to relocate the structure to some other location within the subdivision. The Park Commission wanted to minimize the removal of significant trees in the area and were concerned about the proximity to Keats Avenue (CSAH 19). The applicant were directed to find another location for the City to locate a play structure in the future. Greater detail of the Park commission discussion can be found in Attachment # 13. To respond to this direction, the applicants have presented two potential locations, as evidence in the Park Location Plan (Attachment #7). City Staff will continue to work with the applicants and the Park Commission to site a play structure as part of a future phase of the development.*

*Regarding the design of Goose Lake Park, the applicants have submitted additional details of the proposed park area as part of the Final Landscape Plan. The proposed grading addresses staff concerns regarding the location of the improvements in the context of the 100-year flood elevation of Goose Lake. However, the park property improvements must be revised to better separate the public use area and the lift station utility area. The City Engineer has provided a proposed sketch (Attachment #14) that reorients the parking to better separate these areas, allowing for better access and work space for City maintenance*



*staff. As a condition of approval, the park property improvements must be revised to meet the approval of the City Engineer. This design must also maintain the required 25-foot setback from the OHWL as specified in the Valley Branch Watershed District Permit. Finally, the applicant will be required to obtain the necessary watershed district permit for the improvements to Goose Lake Park (Condition #12).*

- 15) The applicant shall work with the Planning Staff to name all streets in the subdivision prior to submission of a Final Plat. *Comments: The applicants have updated the Final Plat and Final Construction Plans with the correct street names as directed by City staff. This condition has been met.*
  
- 16) Lots 1-6, Block 10 and Lots 1-5 and 11-12, Block 9 shall not be platted until the southern channel of Goose Lake is closed off from the lake, or the shoreland issue around the channel is resolved in some other manner that is acceptable to the DNR. *Comments: The applicants have received MN DNR approval to restore the southern shore of Goose Lake back to its original state, closing off the southern channel and Wetland G. This condition has been met, and the MN DNR permit is found in Attachment #11. The applicant shall be responsible for following all requirements and conditions of the DNR permit, including the 5-year invasive species monitoring (Condition #11).*
  
- 17) The applicant shall work to relocate segments of the northern buffer trail further to the south of the Stonegate subdivision wherever it is feasible as long as the trail does not encroach on any required wetland buffers. *Comments: The portion of the northern buffer trail to the south of Goose Lake has been moved further to the south across the restored shoreline. The trail has not been moved further south in any other locations on the updated preliminary plans, as the other segments of the trail directly abut required wetland buffers or must be located in locations to not impact stormwater management facilities or to maintain proper grade. In the judgment of staff, the applicants have reasonably met this condition.*

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

In addition to the items discussed above, it should be noted that the Fire Chief is requesting verification from the Minnesota Pollution Control Agency (MPCA) that the remediation activities completed by the applicant have correctly addressed a previous incident of soil contamination on the site. For the purpose of documentation, the applicants have provided the soil remediation report (Attachment #15) to document that the contamination has been properly addressed. In order to ensure procedural compliance, the Fire Chief is requesting that the applicants submit this information to the Voluntary Brownfield Program at the MPCA to document compliance (Condition #13). The Fire Chief's memo is found in Attachment #9.

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

The recommended conditions are as follows:

***Recommended Conditions of Approval:***

- 1) Final grading, drainage, and erosion control plans, utility plans, sanitary and storm water management plans, and street and utility construction plans shall be reviewed and approved by the City Engineer prior to the recording of the Final Plat. All changes and modifications to the plans requested by the City Engineer in a memo dated 9/18/14 shall be incorporated into these documents before they are approved.
- 2) The developer shall provide evidence in a form satisfactory to the City Attorney that warrants it has fee interest in area included in the Hammes Estates Final Plat.
- 3) Prior to the execution of the Final Plat by City officials, the Developer shall enter into a Developer's Agreement acceptable to the City Attorney and approved by the City Council that delineates who is responsible for the design, construction, and payment of the required improvements with financial guarantees therefore.
- 4) All easements as requested by the City Engineer and Public Works Department shall be documented on the Final Plat prior to the execution of the Final Plat by City Officials.
- 5) A Common Interest Agreement concerning management of the common areas of Hammes Estates and establishing a homeowner's association shall be submitted in final form to the Community Development Director before a building permit may be issued for any structure within this subdivision. Said agreement shall comply with Minnesota Statutes 515B-103, and specifically the provisions concerning the transfer of control to the future property owners. The applicant shall also enter into a maintenance agreement with the City that clarifies the individuals or entities responsible for any landscaping installed in areas outside of land dedicated as public park and open space on the Final Plat.
- 6) The applicant shall provide fees in lieu of land dedication for 2.1 acres of land to fulfill the City's parkland dedication requirements in a pro-rated amount for the Phase 1 Area or in an amount addressing the total site.
- 7) The Final Landscape Plan shall be revised per the requested modifications of the City Landscape Consultant, documented in a memo dated 9/18/14. Final Landscape Plans shall be approved prior to the release of Final Plat for recording.
- 8) The applicant shall provide evidence that all conditions attached to the Valley Branch Watershed District permit for the Final Plat and associated grading work have been met prior to the commencement of any final grading activity.
- 9) The applicant must provide written authorization to perform any work in the Electrical Transmission easement areas prior to the release of the Final Plat for recording.
- 10) The applicant shall provide evidence that Washington County has approved final construction plans for all required work within the Keats Avenue right-of-way as described in

a letter from the County dated May 6, 2013. Final Construction Plans provided to the City shall be updated to include the improvements approved by Washington County

- 11) The applicant shall abide by all conditions of the MN DNR Public Waters Work Permit dated 8/27/14.
- 12) The applicant must revise the Goose Lake Park Plan to provide greater separation between the public use area and the lift station maintenance area. The applicant will be responsible for all necessary watershed district permitting requirements related to the Goose Lake Park improvements.
- 13) Per the recommendation of the Fire Chief, the applicant must submit all documentation related to the mitigation of the soil contamination to the Minnesota Pollution Control Agency's Voluntary Brownfield Program for review and approval.
- 14) Prior to the acceptance of the public improvements for the 1<sup>st</sup> Phase of the Hammes Estates subdivision, all wetland buffers shall be delineated and identified via staking or signage that is acceptable to the City.

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#### **DRAFT FINDINGS**

Staff is recommending that the Planning Commission consider the following findings with regards to the proposed Hammes Estates Final Plat:

- 1) That the Hammes Estates Final Plat is consistent with the Preliminary Plat and Plans as approved by the City of Lake Elmo on July 1, 2013 and revised on August 25, 2013.
- 2) That the Hammes Estates Final Plat is consistent with the Lake Elmo Comprehensive Plan and the Future Land Use Map for this area.
- 3) That the Hammes Estates Final Plat complies with the City's Urban Low Density Residential zoning district.
- 4) That the Hammes Estates 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 Hammes Estates Final Plat complies with the City's subdivision ordinance.
- 6) That the Hammes Estates 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 September 18, 2014.

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#### **RECCOMENDATION:**

Staff recommends that the Planning Commission recommend approval of the Final Plat for Hammes Estates with the 14 conditions of approval as listed in the Staff report. Suggested motion:

***“Move to recommend approval of the Hammes Estates Final Plat with the 14 conditions of approval based on the findings of fact listed in the Staff Report.”***

**ATTACHMENTS:**

1. Application Form
2. Preliminary Plat Response (Westwood Engineering)
3. Final Plat (3 sheets)
4. Final Construction Plans (Sanitary Sewer, Water Main, Storm Sewer and Streets – 17 sheets)
5. Final Construction Plans (Grading, Drainage and Erosion Control – 14 sheets)
6. Final Landscape Plans (4 sheets)
7. Park Location Plan
8. City Engineer Review Memorandum, dated 9/18/14
9. Fire Chief Review Memorandum, dated 9/18/14
10. Landscape Consultant Review Memorandums, dated 8/25/14 and 9/18/14
11. Valley Branch Watershed District Permit
12. MN DNR Permit to Restore Southern Shore of Goose Lake
13. Excerpt of Park Commission Minutes from 7/21/14 Meeting.
14. Goose Lake Park Area Sketch
15. Soil Contamination Remediation Report

**NOT INCLUDED BUT AVAILABLE BY REQUEST:**

1. Updated Preliminary Plans

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**ORDER OF BUSINESS:**

- Introduction .....Planning Staff
- Report by Staff .....Planning Staff
- Questions from the Commission ..... Chair & Commission Members
- Discussion by the Commission ..... Chair & Commission Members
- Action by the Commission ..... Chair & Commission Members

**HAMMES WEST, LLC  
36 MOONLIGHT BAY  
STILLWATER, MN 55082**

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September 30, 2014

Mr. Nick Johnson  
City of Lake Elmo  
[njohnson@lakeelmo.org](mailto:njohnson@lakeelmo.org)

Re: City of Lake Elmo Requirements

Dear Nick:

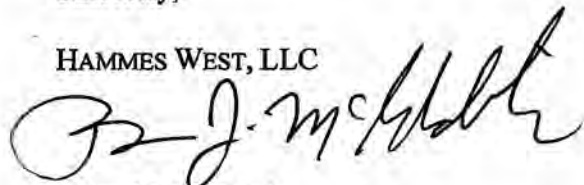
We are requesting that Condition No. 13 of the Planning Commission recommendation be amended to state the following:

“Per the recommendation of the Fire Chief, the applicant must submit all documentation related to the mitigation of the soil contamination to the Minnesota Pollution Control Agency’s Voluntary Brownfield Program for review and approval prior to the issuance of building permits for lots affected by the soil contamination, if any.”

Thank you.

Sincerely,

HAMMES WEST, LLC



Brian McGoldrick  
Managing Member



Date Received: \_\_\_\_\_  
Received By: \_\_\_\_\_  
LU File #: \_\_\_\_\_



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

### FINAL PLAT APPLICATION

Applicant: Hammes West L.L.C.  
Address: 36 Moonlight Bay Stillwater, MN 55082  
Phone #: 651-439-3636  
Email Address: brian.j.mccordick@hotmail.com

Fee Owner: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone #: \_\_\_\_\_  
Email Address: \_\_\_\_\_

Property Location (Address and Complete (long) Legal Description):  
South 1/2 of The Northeast Quarter, Section 34  
Township 29, Range 21, except the east 60 feet of The  
NORTH 967 feet, and except The Parcel 3 of Washington County  
highway right of way 49-19B Washington County, MN.

General information of proposed subdivision: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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: B. J. McCordick Date: 8/29/14

Fee Owner Signature \_\_\_\_\_ Date: \_\_\_\_\_



Lake Elmo City Hall  
651-747-3900  
3800 Laverne 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 BRIAN MCGoldrick HAMMES WEST LLC  
(Please Print)

Street address/legal description of subject property \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

[Signature] \_\_\_\_\_  
Signature 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.

**AFFIRMATION OF SUFFICIENT INTEREST**

The following owners hereby affirm that they are the fee title owners of the below described property and authorize Hammes West, LLC to proceed with the final plat of the property.

Legal Description:

South 1/2 of the Northeast Quarter, Section 34, Township 29, Range 21, except the East 60 feet of the North 967 feet, and except Parcel 3 of Washington County Highway Right of Way Plat 49-19B, Washington County, Minnesota

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

\_\_\_\_\_  
Dorothy Lyons, by Linda Papillon,  
Conservator/Guardian

Date: 9/16/14

Eleanor Hammes  
\_\_\_\_\_  
Leo Hammes,  
by Eleanor Hammes, Attorney in Fact

Date: 9/16/14

Eleanor Hammes  
\_\_\_\_\_  
Margot Hammes  
by Eleanor Hammes, Attorney in Fact

Date: 9/16/14

Edward D. Kuhlman  
\_\_\_\_\_  
Estate of Earl Hammes  
By Edward Kuhlman, Personal Representative

Date: 9/16/14

Eleanor Hammes  
\_\_\_\_\_  
Eleanor Hammes



**FEE OWNER CONSENT  
TO  
DEVELOPMENT CONTRACT**

Dorothy Lyons, Leo Hammes and Margot Hammes, husband and wife, the Estate of Earl Hammes, Eleanor Hammes and Hammes West, LLC, fee owners of all or part of the subject property, the development of which is governed by the foregoing Development Contract, affirm and consent to the provisions thereof and agree to be bound by the provisions as the same may apply to that portion of the subject property owned by them.

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

\_\_\_\_\_  
Dorothy Lyons, by Linda Papillon,  
Conservator/Guardian

Date: 9/16/14

Eleanor Hammes  
\_\_\_\_\_  
Leo Hammes,  
by Eleanor Hammes, Attorney in Fact

Date: 9/16/14

Eleanor Hammes  
\_\_\_\_\_  
Margot Hammes  
by Eleanor Hammes, Attorney in Fact

Date: 9/16/14

Edward R. Kuhlman  
\_\_\_\_\_  
Estate of Earl Hammes  
By Edward Kuhlman, Personal Representative

Date: 9/16/14

Eleanor Hammes  
\_\_\_\_\_  
Eleanor Hammes



7699 Anagram Drive  
Eden Prairie, MN 55344

PHONE 952-937-5150  
FAX 952-937-5822  
TOLL FREE 888-937-5150

[www.westwoodps.com](http://www.westwoodps.com)

August 28, 2014

Nick Johnson  
City of Lake Elmo  
3800 Laverne Avenue North  
Lake Elmo, MN 55042

**Re: Hammes Property  
Residential Subdivision, Lake Elmo, MN  
Westwood No. 0002905.01**

Dear Mr. Johnson:

Westwood has completed revisions to the preliminary plat set and created final plans for this project. Modifications were made to the plans per your previous review comments. Attached are full-size copies for your review. For the majority of the items, Westwood has completed the revisions and included them on the appropriate sheets.

In order to facilitate your review, we have included your previous comments below, along with explanations on how these comments were addressed within the plan set;

#### Conditions of Approval

1. Within six months of preliminary plat approval, the applicant shall complete the following;
  - a. The applicant shall provide adequate title evidence satisfactory to the city Attorney.  
*This item would be sent to the city from the developer directly.*
  - b. The applicant shall submit a revised Preliminary Plat and plans meeting all conditions of approval. All of the above conditions shall be met prior to the city accepting an application for Final Plat and prior to the commencement of any grading activity on the site. *Attached are the revised preliminary plat and plans.*
2. The City Engineer shall review and approve all revised Preliminary plans that are submitted to the City in advance of Final Plat to satisfy Condition #1. *Attached are the preliminary plat plans for the city engineer to review. In lieu of preliminary grading plans, we have completed final grading plans for the entire site.*
3. The Preliminary Plat approval is conditioned upon the applicant meeting all minimum City standards and design requirements. *Westwood has completed plan revisions with this in mind.*
4. All required modifications to the plans as requested by the City Engineer in a review letter dated June 16, 2014 shall be incorporated into the plans prior to consideration of the Final Plat. *See attached revised plans, and responses to the city engineer comments.*



5. Prior to acceptance of the public improvements for the Hammes Estates plat, all wetland buffers shall be delineated and identified via staking or signage that is acceptable to the city. *Comment noted.*
6. The Landscape plan shall be updated per the recommendations of the City landscape consultant in a review memo dated 5/7/14. *The attached revised preliminary landscape plan has been revised per these comments.*
7. The applicant shall be responsible for the construction of all improvements within the Keats Avenue right-of-way as required by Washington County. *Understood. We are coordinating with the county on plans for these improvements.*
8. The developer shall follow all of the rules and regulations spelled out in the Wetland Conservation Act, and shall acquire the needed permits from Valley Branch watershed district prior to commencement of any grading or development activity on the site. *Comment noted. We have received a conditional approval from the watershed earlier this month.*
9. Landscape islands shall be platted as a part of the ROW and shall be maintained by the Home Owner's Association. The applicant shall enter into a maintenance agreement with the city. *This item will require further discussion between the developer and the city. It is my understanding that a draft of the developer's agreement is being submitted. We would anticipate that this item would be included as a part of this agreement.*
10. With an eligible parkland dedication of 5.7 acres provided, the applicant is responsible to pay a fee in lieu of land dedication for the equal market value amount of 2.1 acres of land at the time of the Final Developers Agreement. The city will work with the developer to clarify any and all park fee payments at the time of the Final Developers Agreement. *Comment noted.*
11. No more than 100 units may be approved as a part of a final plat until a secondary access is provided to the subdivision via a connection to 5<sup>th</sup> Street through the Savona subdivision. *The proposed final plat has less than 100 lots as a part of the first addition. Future final plats will be prepared with this comment in mind.*
12. For trails located in any wetland buffer, the applicant must present a suitable design or material that is acceptable to the city and valley branch watershed district. *The proposed trail within a wetland buffer has been conditionally approved from the watershed as a boardwalk. We will submit these designs to the city for final approval.*
13. The applicant must enter into a separate grading agreement with the city prior to the commencement of any grading activity in advance of the final plat and plan approval. The city engineer shall review any grading plan that is submitted in advance of the final plat, and said plan shall document extent of any proposed grading on the site. *Attached is the final grading plan for the city engineer to review. Site grading has been completed onsite as a part of the reclamation work to correct for the mining activity that had taken place previously.*
14. The applicant must incorporate a play structure into the proposed park at Goose Lake per the request of the Lake Elmo Park Commission. Furthermore, the applicant must submit an updated design of the park property that meets City approval in advance of the final plat. *Per recent discussions with the city, a play structure is not currently shown on the Goose Lake park. Additional grading design has been completed within this area for review.*
15. The applicant shall work with the Planning staff to name all the streets in the subdivision prior to submission of the final plat. *Streets have now been named for the project as requested.*
16. Lots 1-6, Block 10 and Lots 1-5, and 11-12, Block 9 shall not be platted until the southern channel of Goose Lake is closed off from the lake, or the shoreland issue around the channel is



resolved in some other manner that is acceptable to the DNR. *We recently received a DNR permit for this project, so these lots are now included as a part of the final plat.*

17. The applicant shall work to relocate segments of the northern buffer trail further to the south of the Stonegate subdivision wherever feasible as long as the trail does not encroach on any required wetland buffers. *Some trail modifications have been made; we would encourage the city to review to determine if additional changes to the trail alignment are necessary.*

#### City Engineering Comments

##### Utility Plans and Easements

1. A 12" watermain stub should be extended east along street 1 to the intersection and County ROW of Keats Avenue for future extension to the east site of CSAH 19. *Comment noted. Upon review, this change did not make it into the submitted plans, but subsequent plan revisions will include this 12" watermain stub from the intersection to the county road.*
2. The 8" watermain line from the Street 8 cul-de-sac to the Street 9 cul-de-sac passes directly under infiltration basin 1 and does not maintain the state required 10-foot offset from storm sewer pipe. An alternate alignment or connection will need to be determined as a part of the final plans. *Comment noted. Preliminary plans still show this same alignment, however we will work with the city to adjust this when final plans are completed for this area.*
3. The sanitary sewer segment along the east side of lot 6, block 6 needs to move further to the east to maintain additional offset from the lot 6 property line. *We request additional direction from the city on this item; we have dedicated a 40' easement in this area, but we have sanitary line, a trail and a storm line in this location. We can shift the sewer line to the location within this easement as desired by the city,*
4. Additional plan information is needed to evaluate the impacts to the city's sewer, forcemain and lift station infrastructure by the proposed park improvements. *Please see the final grading and utility plans to further evaluate any impacts to the city's infrastructure.*
5. A few additional easements are required. *Now that some of the stormwater system has significantly changed, and the final plat has been prepared, I believe the previously discussed easement changes should be reviewed.*

##### Storm Sewer

1. The storm sewer or grading plans must be revised to provide the City Standard minimum pipe cover of 3.5 feet. *Comment noted. Final storm sewer design has been completed for phase 1 with this in mind.*
2. Drain tile is required as a part of the City Standard street section at all localized low points in the street. *Comment noted. The majority of the site drains to the northeast, so there are not many low points on the project. Where we do have low points, draintile was added.*

##### CSAH 19 (Keats Avenue) Improvements

1. Written documentation is required to demonstrate Washington County approval for the proposed access to Keats Avenue together with any county requirements. Turn lane, bypass lane and other improvements on CSAH 19 as required by Washington County must be identified and incorporated on the plans. *Comment noted. We are currently working with the county on this item. Additional plan revisions and correspondences with them will be required.*

August 28, 2014

Page 4

2. Street 1 improvements must extend into the County Road R/W and connect to CSAH 19 including turning radii and drainage provisions. *Comment noted. Plans now show the road connecting to Keats Avenue.*

#### Wetlands and Wetland Buffers

1. VBWD requires a minimum 25-foot Buffer when buffer averaging is used. In addition, the VBWD does not allow impervious surfaces to be placed on wetlands or wetland buffers. *Comment noted. The buffers and the site have been adjusted to comply. The trail within the buffer is designed as a boardwalk.*
2. The wetland buffer for Wetland G encroaches over the proposed trail between lot 6, block 10 and lot 12, block 9. *Wetland G is now changed significantly due to the berm design at Goose Lake.*

#### Grading and Stormwater Management


*Significant changes have been made to the plan in order to obtain a conditional approval from the watershed. I would request that the city review the final grading plan, and the updated stormwater management calculations to reevaluate the previous comments. We no longer have two infiltration basins at the entrance, so we believe that the plan has been improved from the previous design.*

Since so much has changed, we wanted to get the plans into your hands so that review could start as soon as possible. We understand that there is a lot of information to digest, and that there still are additional items to finalize as listed above, but we request that the city initiate the final plat review process so we can attempt to start work on initial phase yet this fall.

Please review our attached materials, and give me a call with any questions you may have. I will follow up in the next week or so to schedule a meeting to review the attached submittal.

Sincerely,

WESTWOOD PROFESSIONAL SERVICES



Ryan Bluhm, PE

cc. Brian McGoldrick, Hammes West LLC



# HAMMES ESTATES

**KNOW ALL PERSONS BY THESE PRESENTS** that Hammes West, LLC, a series limited liability trust, for and on behalf of the following described property located in the County of Washington, State of Minnesota, to wit:

The part of the South lot of the Northwest Quarter of Section 14, Township 28 North, Range 21 West, Washington County, Minnesota, EXCEPT the East 50.00 feet of the North 96.7 feet of the North half of the Northwest Quarter hereof AND EXCEPT Parcel 3 of Washington County Highway Right of Way Plat 48-198, recorded September 16, 1992 as Document Number 492530.

has caused the same to be surveyed and plotted on **HAMMES ESTATES** and does hereby donate and dedicate to the public for public use and for the public works, as shown on the plat and also dedicate the easements as created by this plat for drainage and utility purposes.

As witness whereof, Hammes West, LLC, a series limited liability trust, has caused these presents to be signed by its proper officers this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**HAMMES WEST, LLC**

By \_\_\_\_\_  
Its \_\_\_\_\_

**STATE OF MINNESOTA**  
County of \_\_\_\_\_  
Its \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_  
its \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, on behalf of the trust.

Notary Public, \_\_\_\_\_ County, Minnesota  
My Commission Expires \_\_\_\_\_

I hereby certify that I have surveyed and plotted the survey and plotting of the property described on this plat on the basis of the following data: \_\_\_\_\_  
boundary survey, that all mathematical data and values are correctly designated on the plat, that all monuments depicted on the plat have been or will be correctly set within one year as indicated on the plat, that all water boundaries and wetlands as defined in Minn. Stat. § 103A.01, as amended, are shown and depicted on the plat, and that the public works are shown and labeled on the plat.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
Craig W. Morris, Licensed Land Surveyor  
Minnesota License No. 23021

**STATE OF MINNESOTA**  
County of \_\_\_\_\_  
I, \_\_\_\_\_, do hereby certify that the foregoing was done and acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_  
Notary Public, \_\_\_\_\_ County, Minnesota  
My Commission Expires \_\_\_\_\_

**CITY PLANNING COMMISSION**  
Approved by the Planning Commission of the City of Lake Forest, Minnesota, at a regular meeting thereof, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

By \_\_\_\_\_  
Secretary

**CITY OF LAKE ESTATES, MINNESOTA**  
City Council of the City of Lake Estates, Minnesota this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and hereby certifies compliance with all requirements set forth in Minnesota Statutes, Section 505.02, Subdivision 2.

By \_\_\_\_\_  
Mayor

**COUNTY SURVEYOR**  
Pursuant to Chapter 820, Laws of Minnesota, 1927, and in accordance with Minnesota Statutes, Section 505.021, Subd. 11, this plat has been received and approved this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

By \_\_\_\_\_  
Washington County Surveyor

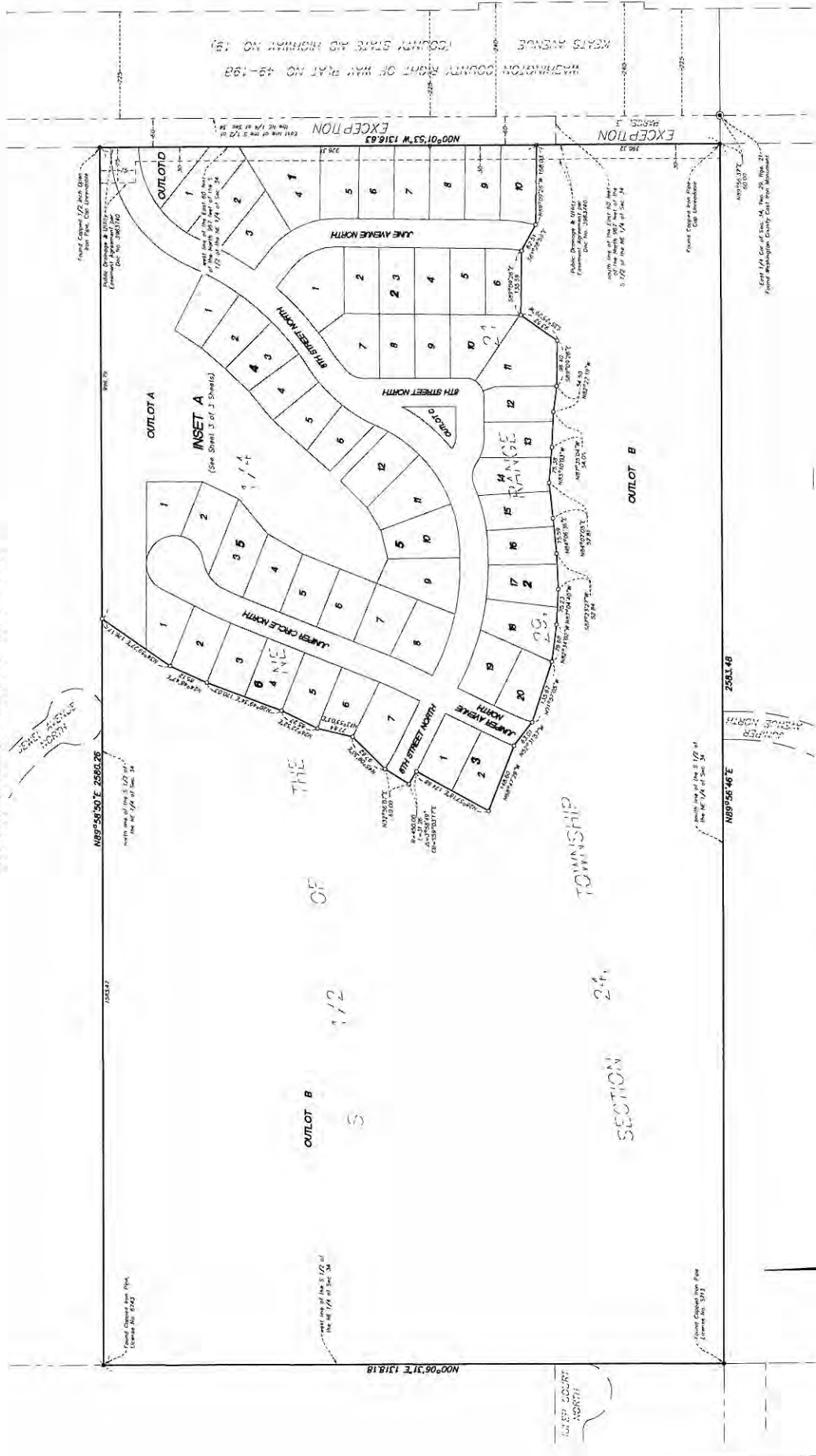
**COUNTY AUDITOR/TREASURER**  
I hereby certify that the amount shown in Section 505.021, Subd. 9, Item 10, is the total amount of the bond described hereon, and that the same has been paid. Also, pursuant to Minnesota Statutes, Section 272.12, there are no delinquent taxes and penalties entered this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

By \_\_\_\_\_  
Washington County Auditor/Treasurer

**COUNTY RECORDER**  
I hereby certify that this instrument was filed in the office of this 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

# HAMMES ESTATES



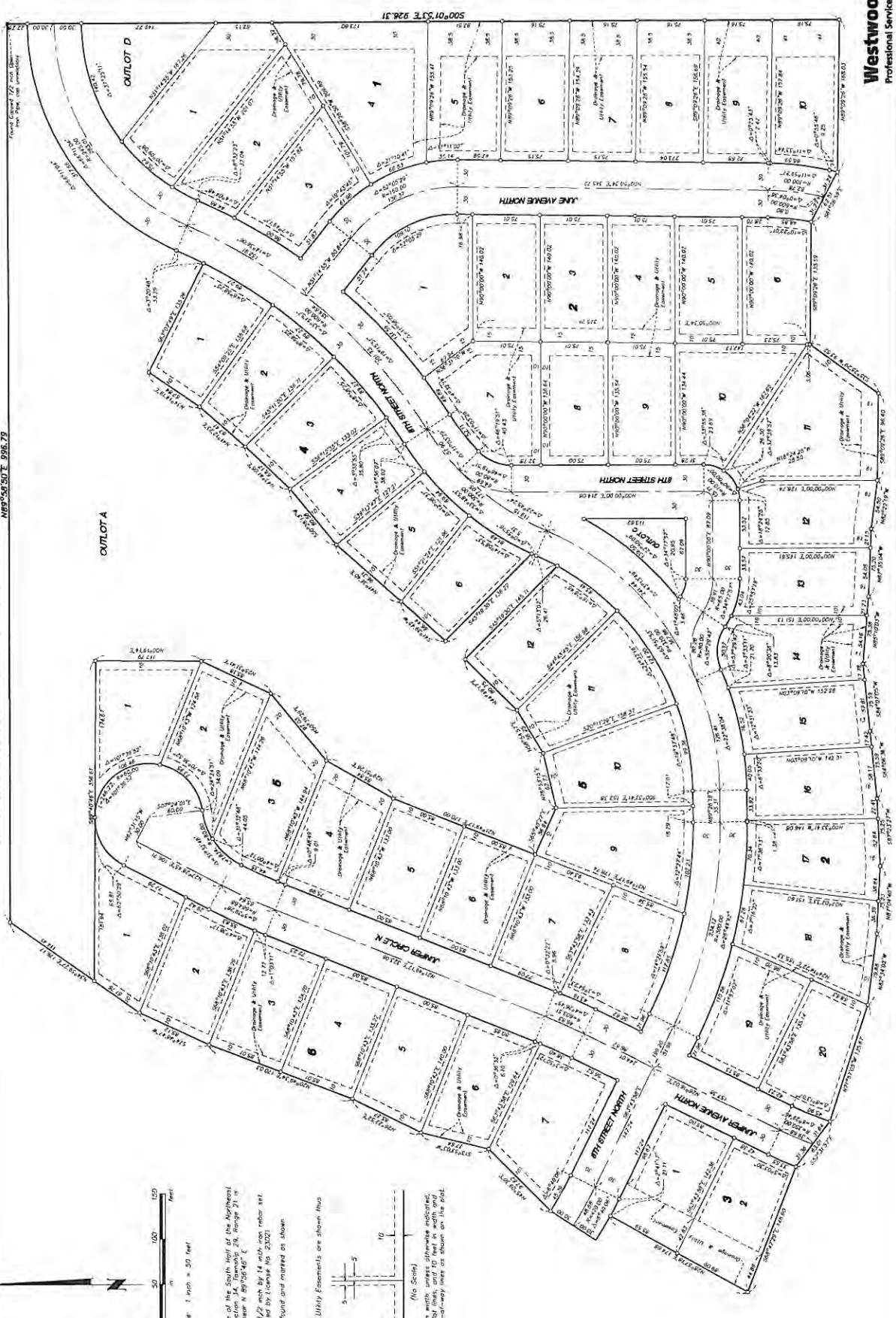
The south line of the South Half of the Northwest Quarter of Section 24, Township 24N, Range 21W is shown in red.
 

- Denotes 1/2 inch by 1/4 inch hole rebar set and installed by Applicant on 3/30/07
- Denotes found and marked on plan



# HAMMES ESTATES

N89°55'50"E 996.79

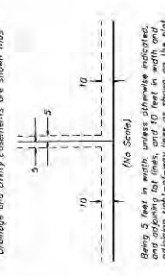


The south line of the South Half of the Northeast Quarter of Section 16, Township 21 N, Range 21 W, is assumed to bear N 89°55'45" E, 996.79 feet.

• Dashed L2 with N14 with one red dot set and marked by License No. 2023.

• Dashed lines found and marked as shown.

Damage and Utility Easements are shown. Plus





# Construction Plans

for  
**Sanitary Sewer, Water Main, Storm Sewer  
 and Streets**

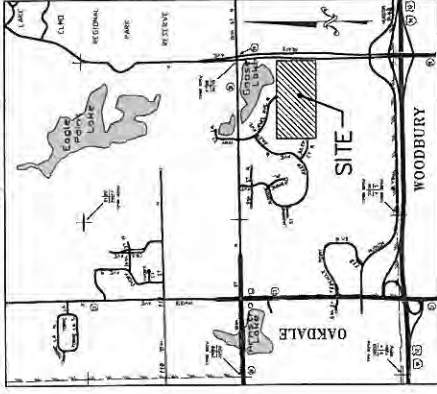
for  
**Hammes Property  
 Lake Elmo, Minnesota**

Prepared for:  
**Ryland Homes  
 7599 Anagram Drive  
 Eden Prairie, Minnesota 55344  
 Contact: Mark Sonstegard  
 Phone: 952-229-6000  
 Fax: 952-229-6024**

Prepared by:  
  
**Westwood**  
 Project number: 0002905.00  
 Contact: Ryan M. Blum

Westwood Professional Services, Inc.  
 Eden Prairie, MN 55424  
 PHONE: 952-237-5100  
 FAX: 952-237-5100  
 WWW.WESTWOODPS.COM

Vicinity Map



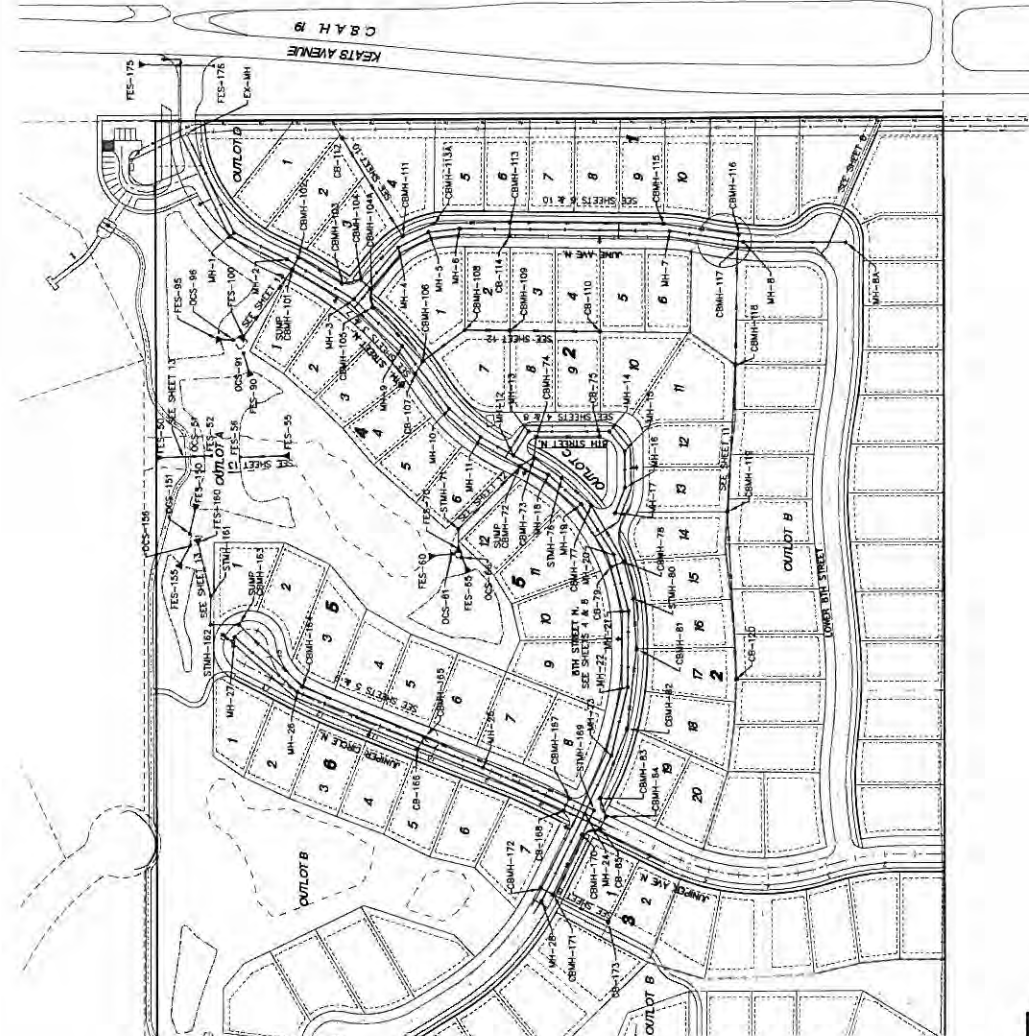
(Not to Scale)

NO.	DATE	REVISION	SHEETS
1	09/03/14	WATER MAIN REVISION	ALL

Sheet Number	Sheet Title
1	Cover
2	Overall
3	Sanitary Sewer And Water Main Construction Plan
4	Sanitary Sewer And Water Main Construction Plan
5	Sanitary Sewer And Water Main Construction Plan
6	Sanitary Sewer And Water Main Construction Plan
7	Storm Sewer And Street Construction Plan
8	Storm Sewer And Street Construction Plan
9	Storm Sewer And Street Construction Plan
10	Storm Sewer And Street Construction Plan
11	Storm Sewer And Street Construction Plan
12	Storm Sewer And Street Construction Plan
13	Storm Sewer And Street Construction Plan
14	Details
15	Details
16	Details
17	Keats Avenue Improvements Plan

**Construction Plans**  
 for  
**Sanitary Sewer, Water Main, Storm Sewer  
 and Streets**  
 for  
**Hammes Property  
 Lake Elmo, Minnesota**

Date: 08/27/14 Sheet: 1 of 17



STORM SEWER CASTING SCHEDULE		
NUMBER	STRUCTURE	CASTING TYPE
51	OS	SEE DETAIL
52	FES	SEE DETAIL
53	FES	SEE DETAIL
54	FES	SEE DETAIL
55	FES	SEE DETAIL
56	FES	SEE DETAIL
57	FES	SEE DETAIL
58	FES	SEE DETAIL
59	FES	SEE DETAIL
60	FES	SEE DETAIL
61	OS	SEE DETAIL
62	OS	SEE DETAIL
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151	OS	SEE DETAIL
152	OS	SEE DETAIL
153	OS	SEE DETAIL
154	OS	SEE DETAIL
155	OS	SEE DETAIL
156	OS	SEE DETAIL
157	OS	SEE DETAIL
158	OS	SEE DETAIL
159	OS	SEE DETAIL
160	OS	SEE DETAIL
161	OS	SEE DETAIL
162	OS	SEE DETAIL
163	OS	SEE DETAIL
164	OS	SEE DETAIL
165	OS	SEE DETAIL
166	OS	SEE DETAIL
167	OS	SEE DETAIL
168	OS	SEE DETAIL
169	OS	SEE DETAIL
170	OS	SEE DETAIL
171	OS	SEE DETAIL
172	OS	SEE DETAIL
173	OS	SEE DETAIL
174	OS	SEE DETAIL
175	OS	SEE DETAIL
176	OS	SEE DETAIL

SEE DETAIL SHEET 15  
 SEE DETAIL SHEET 15  
 SEE DETAIL SHEET 15



Latest Revision Date: 09/07/14  
 Date: 08/27/14  
 Sheet: 2 of 17

**Hammes Property**  
 Lake Elmo, Minnesota

**Ryland Homes**  
 7700 Abbott Drive  
 Eden Prairie, Minnesota 55344

Prepared for:

Client:	DL
Drawn:	DL
Checked:	DL
Scale:	AS SHOWN

Project No.: 09100714  
 Client No.: 4237

Westwood Professional Services, Inc.  
 10000 Lyndale Avenue South  
 Minneapolis, MN 55425  
 Phone: 763.427.1000  
 Fax: 763.427.1001  
 Website: www.westwoodpro.com

Scale: 1" = 30'

Project No.: 09100714  
 Client No.: 4237











**SANITARY SEWER NOTES:**

1. ALL SANITARY SEWER AND ACCESSORIES MUST BE CONSTRUCTED IN ACCORDANCE WITH THE CITY OF LAKE SUPERIOR SANITARY SEWER SPECIFICATIONS.
2. ALL SANITARY SEWER PVC PIPE SHALL BE INSTALLED ACCORDING TO CITY STANDARD DRAWING (SD) STANDARD PRACTICE (SP) 100 (FOR PVC SANITARY SEWER PIPE) AND SD 101 (FOR CAST IRON SANITARY SEWER PIPE).
3. UNLESS NOTED OTHERWISE, ALL SMOOTH WALLED 12" SANITARY SEWER PIPE SHALL BE 4-INCH PVC, 35 WITH ELASTOMERIC GASKETED JOINTS.
4. ALL SANITARY SEWER SERVICES SHALL BE 4-INCH PVC, SMOOTH WALLED PIPE AND FITTINGS SHALL CONFORM TO THE CITY OF LAKE SUPERIOR SANITARY SEWER SPECIFICATIONS INDICATED ON THE PLANS, SPECIFICATIONS, STANDARD DIMENSIONAL RATIO (SDR) AND STRENGTH REQUIREMENTS INDICATED ON THE TYPE, SIZE AND LENGTH CLASS SPECIFIED HEREON.
5. REMOVED CONCRETE PIPE AND FITTINGS SHALL CONFORM WITH THE REQUIREMENTS OF ADOPT SPEC 3036 (CONCRETE PIPE AND FITTINGS).
6. JOINTS OF UNGLAZED CERAMIC PIPE SHALL BE STRENGTHENED WITH A GASKETED FLEXIBLE JOINT.
7. ALL SANITARY SEWER MANHOLES SHALL BE CONSTRUCTED TO THE MANHOLE WITH A GASKETED FLEXIBLE JOINT.
8. ALL SANITARY SEWER MANHOLES SHALL BE CONSTRUCTED TO ALLOW OPERATIONAL WATER TIGHT CONNECTION TO ALLOW OPERATIONAL PLACE.
9. A 1'-0" TO 1'-4" MANHOLE SECTION SHALL BE INSTALLED TO ALLOW OPERATIONAL PLACE.
10. ALL SANITARY SEWER MANHOLES SHALL BE CONSTRUCTED TO ALLOW OPERATIONAL PLACE.
11. ALL SANITARY SEWER MANHOLES SHALL BE CONSTRUCTED TO ALLOW OPERATIONAL PLACE.

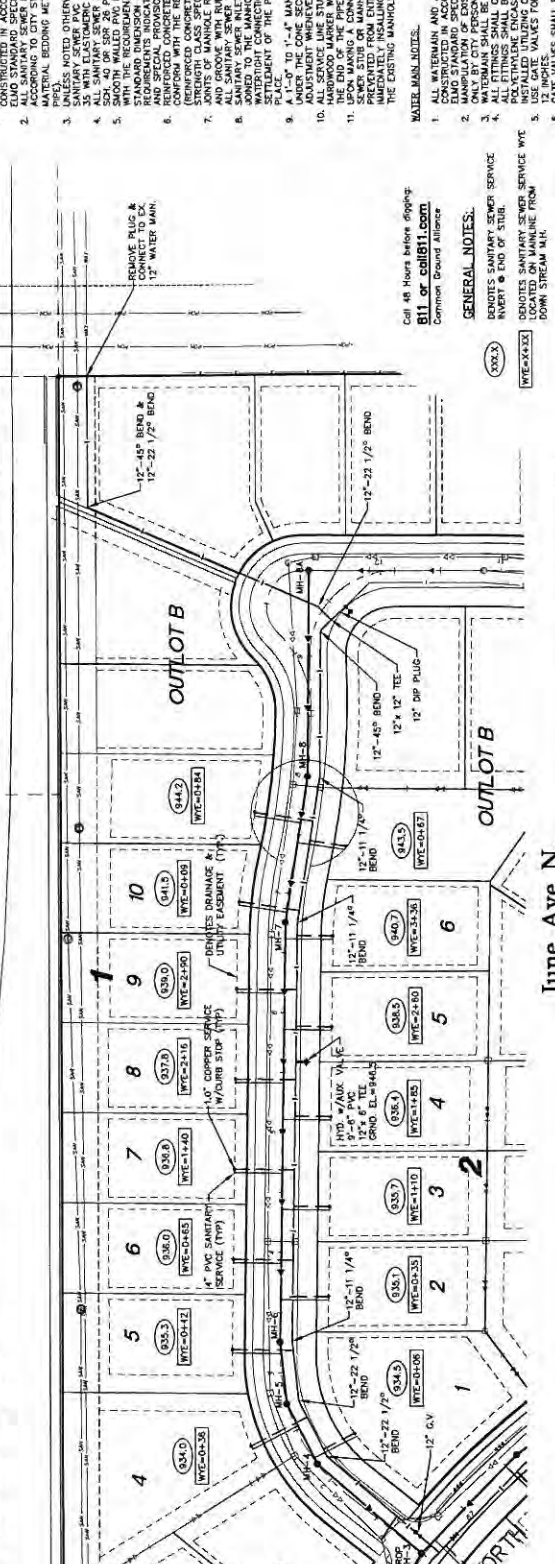
**WATER MAIN NOTES:**

1. ALL WATER MAIN AND ACCESSORIES MUST BE CONSTRUCTED IN ACCORDANCE WITH THE CITY OF LAKE SUPERIOR WATER MAIN SPECIFICATIONS AND DETAILS.
2. MANIPULATION OF EXISTING VALVES SHALL BE PERFORMED IN ACCORDANCE WITH THE CITY OF LAKE SUPERIOR WATER MAIN SPECIFICATIONS AND DETAILS.
3. WATER MAIN SHALL BE DUCTILE IRON PIPE CLASS-52.
4. ALL FITTINGS SHALL BE DUCTILE IRON PIPE WITH A153.1 EXCEPT AT END OF STREET.
5. ALL FITTINGS SHALL BE DUCTILE IRON PIPE WITH A153.1 EXCEPT AT END OF STREET.
6. ALL FITTINGS SHALL BE DUCTILE IRON PIPE WITH A153.1 EXCEPT AT END OF STREET.
7. ALL FITTINGS SHALL BE DUCTILE IRON PIPE WITH A153.1 EXCEPT AT END OF STREET.
8. ALL FITTINGS SHALL BE DUCTILE IRON PIPE WITH A153.1 EXCEPT AT END OF STREET.
9. ALL FITTINGS SHALL BE DUCTILE IRON PIPE WITH A153.1 EXCEPT AT END OF STREET.
10. ALL FITTINGS SHALL BE DUCTILE IRON PIPE WITH A153.1 EXCEPT AT END OF STREET.
11. ALL FITTINGS SHALL BE DUCTILE IRON PIPE WITH A153.1 EXCEPT AT END OF STREET.
12. ALL FITTINGS SHALL BE DUCTILE IRON PIPE WITH A153.1 EXCEPT AT END OF STREET.
13. ALL FITTINGS SHALL BE DUCTILE IRON PIPE WITH A153.1 EXCEPT AT END OF STREET.
14. ALL FITTINGS SHALL BE DUCTILE IRON PIPE WITH A153.1 EXCEPT AT END OF STREET.
15. ALL FITTINGS SHALL BE DUCTILE IRON PIPE WITH A153.1 EXCEPT AT END OF STREET.

**GENERAL NOTES:**

1. DENOTES SANITARY SEWER SERVICE.
2. DENOTES WATER MAIN SERVICE.
3. DENOTES SANITARY SEWER SERVICE W/TE.
4. DENOTES WATER MAIN SERVICE W/TE.
5. DENOTES SANITARY SEWER SERVICE W/TE.
6. DENOTES WATER MAIN SERVICE W/TE.
7. DENOTES SANITARY SEWER SERVICE W/TE.
8. DENOTES WATER MAIN SERVICE W/TE.
9. DENOTES SANITARY SEWER SERVICE W/TE.
10. DENOTES WATER MAIN SERVICE W/TE.
11. DENOTES SANITARY SEWER SERVICE W/TE.
12. DENOTES WATER MAIN SERVICE W/TE.
13. DENOTES SANITARY SEWER SERVICE W/TE.
14. DENOTES WATER MAIN SERVICE W/TE.
15. DENOTES SANITARY SEWER SERVICE W/TE.
16. DENOTES WATER MAIN SERVICE W/TE.
17. DENOTES SANITARY SEWER SERVICE W/TE.
18. DENOTES WATER MAIN SERVICE W/TE.
19. DENOTES SANITARY SEWER SERVICE W/TE.
20. DENOTES WATER MAIN SERVICE W/TE.

Call 48 Hours before digging:  
811 or call@11.com  
Common Ground Alliance



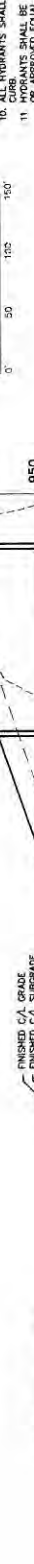
June Ave N.

8TH STREET NORTH

915 910 905 900 895 890 885 880 875 870 865 860 855 850 845 840 835 830 825 820 815

960 955 950 945 940 935 930 925 920 915

1000' 900' 800' 700' 600' 500' 400' 300' 200' 100' 0'



REMOVE PLUG & 12" WATER MAIN

12"-45° BEND & 12"-22 1/2° BEND

12"-45° BEND & 12"-22 1/2° BEND

12"-11 1/4" BEND & 12"-11 1/4" BEND

12"-11 1/4" BEND & 12"-11 1/4" BEND

12"-11 1/4" BEND & 12"-11 1/4" BEND

12"-11 1/4" BEND & 12"-11 1/4" BEND

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12"-11 1/4" BEND & 12"-11 1/4" BEND

Latest Revision Date: 08/27/14  
Sheet: 6 of 17

**Hammes Property**  
Lake Elmo, Minnesota

**Ryland Homes**  
7700 Adelphi Drive  
Eden Prairie, Minnesota 55344

Prepared for:

Client: Hammes Property  
Design: Ryland Homes  
Drawn: [Name]  
Checked: [Name]  
Reviewed: [Name]

Professional Engineer: [Name]  
Professional Engineer: [Name]  
Professional Engineer: [Name]

Professional Engineer: [Name]  
Professional Engineer: [Name]  
Professional Engineer: [Name]

Professional Engineer: [Name]  
Professional Engineer: [Name]  
Professional Engineer: [Name]

Professional Engineer: [Name]  
Professional Engineer: [Name]  
Professional Engineer: [Name]









**GENERAL NOTES:**  
 • RADIUS TO BE 80% C & G  
 WITH 10' TRANSITION FROM  
 TO THE CENTERLINE ELEVATION  
 • NOTES OUTLINE ELEVATION  
 AT INTERSECTIONS

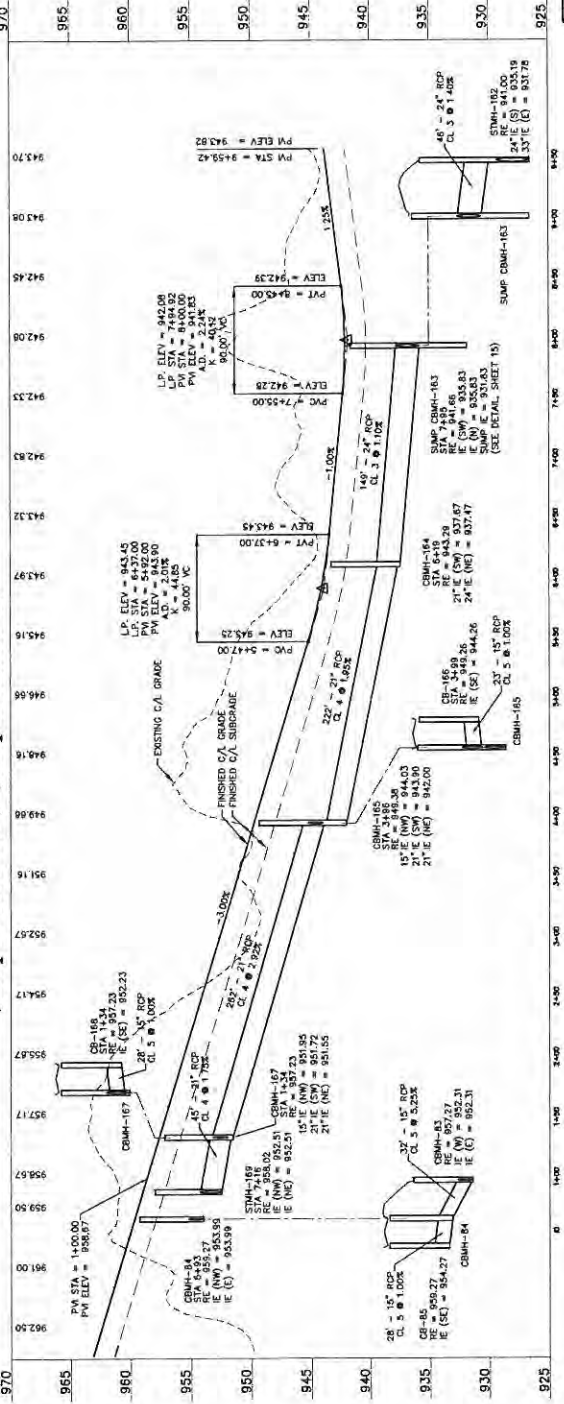
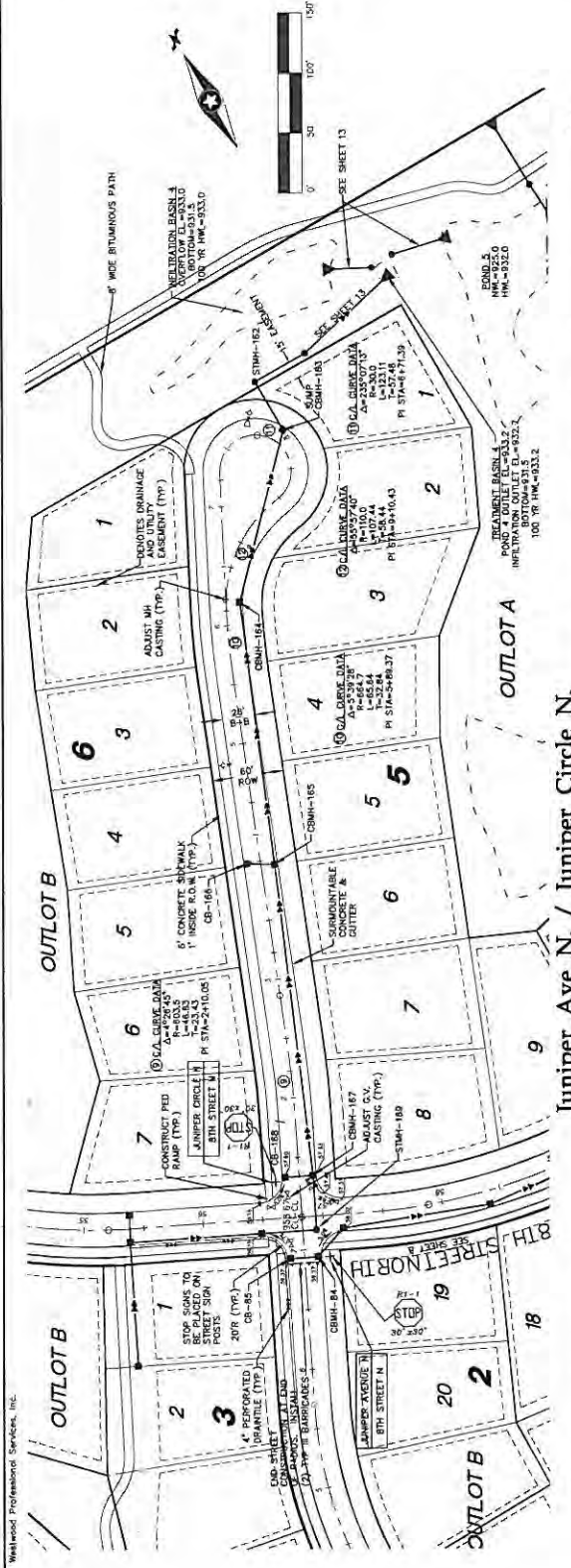
**CASTING NOTE:**  
 ALL CATCH BASIN CASTINGS IN CURB SHALL BE  
 SHIPPED 600 FEET AND MANHOLE CASTINGS IN  
 AREAS WITHIN 100 FEET OF THE CURB SHALL  
 BE SHIPPED 100 FEET. ALL CASTINGS SHALL  
 BE SHIPPED WITH PLAN PROFILES REFLECT  
 THE SHIPPED ELEVATIONS.

- CURBOUT PROVISIONS TO BE  
 PERPENDICULAR TO STREET & PLACED  
 BELOW THE STREET SURFACE.
- PRECAST MANHOLE INVERT TO BE LOCATED  
 ABOVE THE FINISHED GRADE OF THE  
 BASIN STRUCTURE.
- ALL STORM SEWER INSTALLED SHALL  
 HAVE POSITIVE GRADE.
- SAW AND SEAL OF BITUMINOUS  
 PAVEMENT (40 FOOT INTERVALS)  
 SHALL BE INSTALLED AT ALL  
 STREETS WITH ASHPALT DRIVE IN.  
 IS NOT TO BE USED ON 5TH STREET.
- ALL STREET SIGNS & POSTS ARE TO  
 BE PROVIDED BY DEVELOPER PER CITY  
 OF LAKE MINNAPOLIS. THE SIGN SHALL BE  
 ON THE BOTTOM SIDE OF THE SIGN. THE  
 SIGN LENGTH SHALL BE GREATER THAN  
 STREET SIGN TO BE PLACED ON  
 BOTTOM.

- STORM SEWER NOTES:**
1. ALL STORM SEWER AND ACCESSORIES MUST BE  
 CONSTRUCTED IN ACCORDANCE WITH THE CITY OF LAKE  
 MINNAPOLIS STANDARD SPECIFICATIONS AND SHALL  
 CONFORM WITH THE REQUIREMENTS OF MNDOT SPEC 3326  
 STANDARD SPECIFICATIONS FOR CONSTRUCTION OF  
 STORM SEWER SYSTEMS. THE TYPE, SIZE, AND  
 PRECAST CONCRETE MANHOLE AND CATCH BASIN  
 SHALL BE AS SPECIFIED HEREIN.
  2. ALL STORM SEWER SHALL BE INSTALLED  
 WITH A MINIMUM COVER OF 18" UNLESS OTHERWISE  
 SPECIFIED. ALL STORM SEWER SHALL BE INSTALLED  
 WITH A MINIMUM COVER OF 18" UNLESS OTHERWISE  
 SPECIFIED. ALL STORM SEWER SHALL BE INSTALLED  
 WITH A MINIMUM COVER OF 18" UNLESS OTHERWISE  
 SPECIFIED.
  3. ALL STORM SEWER SHALL BE INSTALLED  
 WITH A MINIMUM COVER OF 18" UNLESS OTHERWISE  
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 WITH A MINIMUM COVER OF 18" UNLESS OTHERWISE  
 SPECIFIED.
  4. ALL STORM SEWER SHALL BE INSTALLED  
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 WITH A MINIMUM COVER OF 18" UNLESS OTHERWISE  
 SPECIFIED.
  5. ALL STORM SEWER SHALL BE INSTALLED  
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 WITH A MINIMUM COVER OF 18" UNLESS OTHERWISE  
 SPECIFIED.
  6. ALL STORM SEWER SHALL BE INSTALLED  
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 SPECIFIED. ALL STORM SEWER SHALL BE INSTALLED  
 WITH A MINIMUM COVER OF 18" UNLESS OTHERWISE  
 SPECIFIED.
  7. ALL STORM SEWER SHALL BE INSTALLED  
 WITH A MINIMUM COVER OF 18" UNLESS OTHERWISE  
 SPECIFIED. ALL STORM SEWER SHALL BE INSTALLED  
 WITH A MINIMUM COVER OF 18" UNLESS OTHERWISE  
 SPECIFIED.
  8. ALL STORM SEWER SHALL BE INSTALLED  
 WITH A MINIMUM COVER OF 18" UNLESS OTHERWISE  
 SPECIFIED. ALL STORM SEWER SHALL BE INSTALLED  
 WITH A MINIMUM COVER OF 18" UNLESS OTHERWISE  
 SPECIFIED.
  9. ALL STORM SEWER SHALL BE INSTALLED  
 WITH A MINIMUM COVER OF 18" UNLESS OTHERWISE  
 SPECIFIED. ALL STORM SEWER SHALL BE INSTALLED  
 WITH A MINIMUM COVER OF 18" UNLESS OTHERWISE  
 SPECIFIED.

**Hammes**  
**Property**  
 Lake Elmo, Minnesota

**Ryland Homes**  
 7399 Aragon Drive  
 Eden Prairie, Minnesota 55344



Prepared for:  
 Checked:  
 Drawn:  
 Revised Drawing by:  
 Date: 08/08/14 Issue No: 41857

Westwood Professional Services, Inc.  
 7399 Aragon Drive  
 Eden Prairie, MN 55344  
 Phone: 952-411-8000  
 Fax: 952-411-8001  
 Website: www.westwoodpro.com



Call 48 Hours before digging  
**511 or call811.com**  
 Common Ground Alliance

**GENERAL NOTES:**  
 1. RADIUS TO BE 80' ± C. & G.  
 WITH 10' TRANSITION FROM  
 80' TO 10' TO MATCH EXISTING  
 CONDITIONS. OUTSIDE ELEVATION  
 AT INTERSECTIONS

**CASTING NOTE:**  
 ALL CATCH BASIN CASTINGS IN CURB SHALL BE  
 SUMPED 6.0 FEET AND MANHOLE CASTINGS IN  
 CEMENT CONCRETE SHALL BE SUMPED 6.0 FEET  
 FROM ELEVATIONS ON PLAN. PROFILES REFLECT  
 THE SUMPED ELEVATIONS.

- MANHOLE PRESSURES TO BE  
 HYPHOCORICULAR TO STREET & PLACED  
 BELOW THE STREET SURGRADE.
- DRAINAGE INVERT TO BE LOCATED  
 ABOVE TOP OF EFFLUENT STORM PIPE  
 BASH STRUCTURE.
- ALL STORM SEWER INSTALLED SHALL  
 HAVE POSITIVE GRADE.
- SAW AND SEAL OF BITUMINOUS  
 PAVEMENT (40 FOOT INTERVALS)  
 SHALL BE INSTALLED ON ALL  
 STREETS WITH ASPHALT GRADE. B.  
 SEALS TO BE USED ON 2" MIN. STREET  
 SEALS.
- ALL STREET SIGNS & MARKS ARE TO  
 BE PROVIDED BY DEVELOPER PER CITY  
 OF LAKE ELMO DETAIL PLATE 700.  
 ON THE BOTTOM SIGN TO BE PLACED  
 ON THE SIDEWALK AND THE TOP  
 SIGN TO BE PLACED ON THE  
 STREET SIGN TO BE PLACED ON  
 BOTTOM.

**SIDWALK NOTES:**

1. ALL STORM SEWER AND ACCESSORIES MUST BE  
 CONSTRUCTED IN ACCORDANCE WITH THE CITY OF LAKE  
 ELMO SPECIFICATIONS AND THE CITY OF LAKE ELMO  
 CONFORMANCE WITH THE REQUIREMENTS OF MN DOT SPEC 32.26  
 CONFORMANCE WITH THE REQUIREMENTS OF MN DOT SPEC 32.26  
 STRENGTH CLASS SPECIFIED TAKEN.
2. PRECAST CONCRETE MANHOLE AND CATCH BASIN  
 SHALL CONFORM TO THE REQUIREMENTS OF  
 ASTM C-477. ALL CONFORM TO THE REQUIREMENTS OF  
 ASTM C-477.
3. ALL 10" TO 14" MANHOLE SECTION SHALL BE INSTALLED  
 WITH 10' TO 14' MANHOLE SECTION FOR 10' TO 14' SECTION  
 ADJUSTMENT WHENEVER POSSIBLE.
4. ALL STORM SEWER MANHOLES SHALL BE CONSTRUCTED  
 WITH 10' TO 14' MANHOLE SECTION FOR 10' TO 14' SECTION  
 ADJUSTMENT WHENEVER POSSIBLE.
5. ALL STORM SEWER MANHOLES SHALL BE CONSTRUCTED  
 WITH 10' TO 14' MANHOLE SECTION FOR 10' TO 14' SECTION  
 ADJUSTMENT WHENEVER POSSIBLE.
6. ALL STORM SEWER MANHOLES SHALL BE CONSTRUCTED  
 WITH 10' TO 14' MANHOLE SECTION FOR 10' TO 14' SECTION  
 ADJUSTMENT WHENEVER POSSIBLE.
7. FABRIC AND CONFORM TO WOOD SPEC 3050, CLASS II,  
 OR AS SPECIFIED HEREIN.
8. ALL STORM SEWER SHALL BE UNDER RIP-RAP SHALL  
 EXTEND 3 FT UNDER THE APRON.
9. ALL SET SHALL BE CLEANED OUT FROM THE RIP-RAP AT  
 THE END OF THE PROJECT.

**SEWALK AND TRAIL NOTES:**

1. BITUMINOUS TRAILS AND SIDEWALKS MUST BE  
 CONSTRUCTED TO MAINTAIN POSITIVE DRAINAGE AWAY  
 FROM THE STORM SEWER. TOPSOIL AND BACKFILL OPERATIONS MUST BE  
 COMPLETED TO AVOID DAMAGE TO THE BITUMINOUS  
 TOPSOIL MUST BE FLUSH WITH THE PATH EDGE TO AVOID  
 JOINTS. SPONGE SHALL NOT BE LESS THAN 3 FT NOR  
 INTERVALS. HIGH EXPANSION JUNT FILLER AT 50 FT (MAX)  
 INTERVALS. SIDEWALK RAMP MUST BE CONSTRUCTED  
 AT ALL INTERSECTIONS.

Latest Revision Date 09/09/14  
 Date 08/27/14 Sheet 10 of 17

**Hammes Property**  
 Lake Elmo, Minnesota

**Ryland Homes**  
 7700 Arroyo Drive  
 Eden Prairie, Minnesota 55344

Prepared for:

Client	CEL
Drawn	SMH
Checked	DPH
Reviewed	Forward, Drawing, Utilities

Project No. 09/0524 - Lake Elmo - 41257

Scale: 1" = 40'

Drawn by: SMH

Checked by: DPH

Reviewed by: Forward, Drawing, Utilities

Project No. 09/0524 - Lake Elmo - 41257

Scale: 1" = 40'

Drawn by: SMH

Checked by: DPH

Reviewed by: Forward, Drawing, Utilities

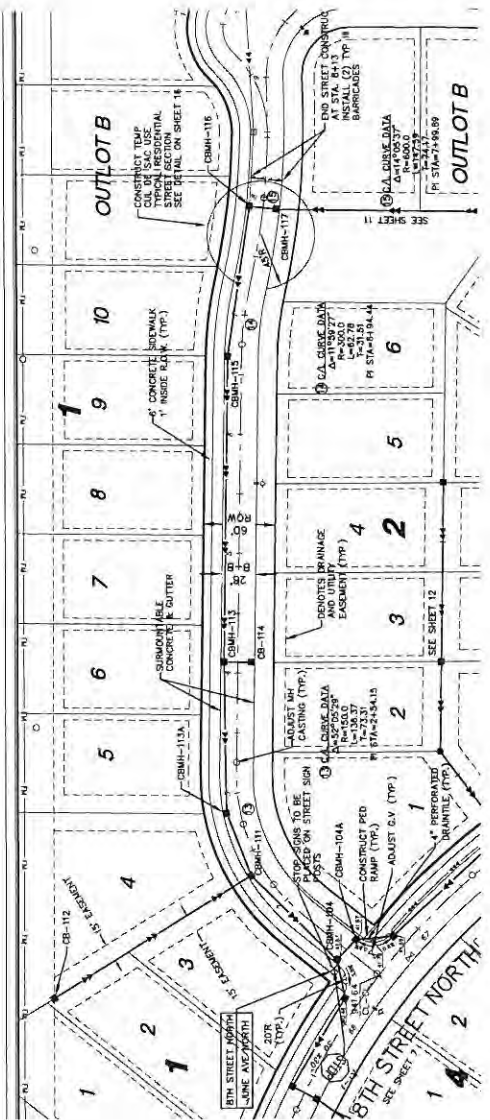
Project No. 09/0524 - Lake Elmo - 41257

Scale: 1" = 40'

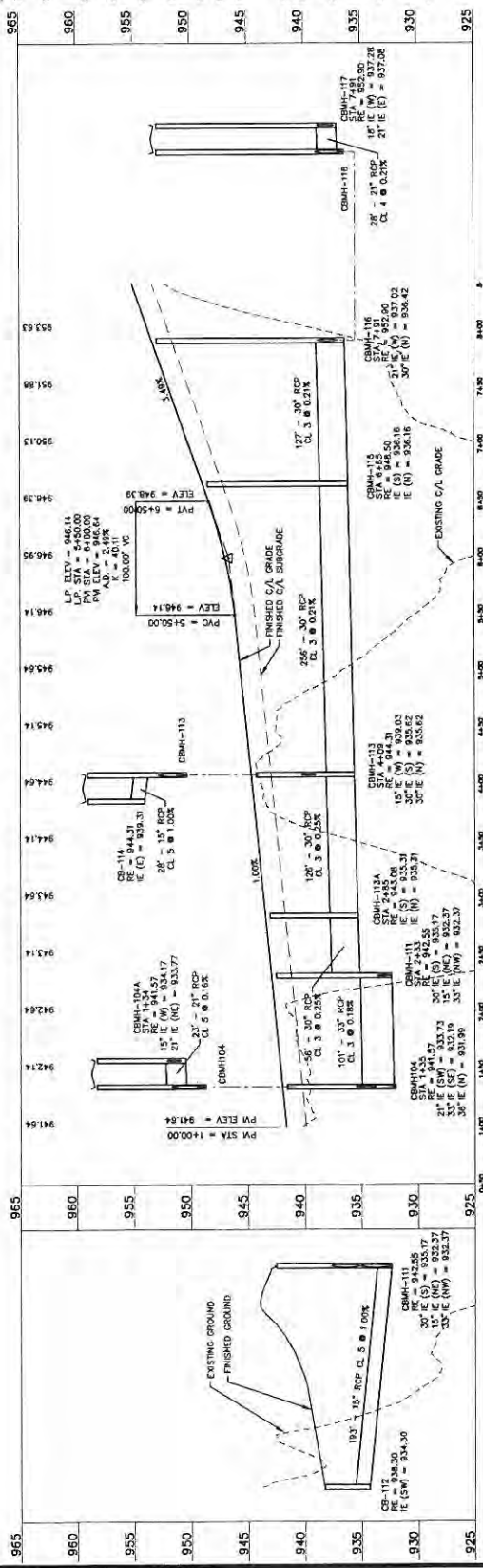
Drawn by: SMH

Checked by: DPH

Reviewed by: Forward, Drawing, Utilities



June Ave North

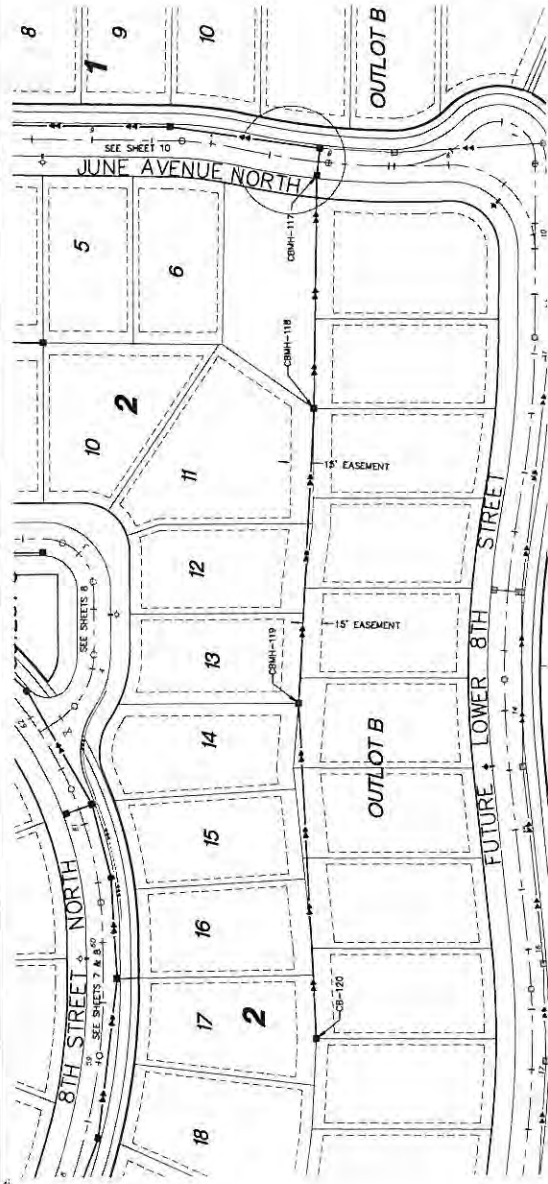


Call 48 hours before stpping  
**611 or call811.com**  
 Common Ground Alliance

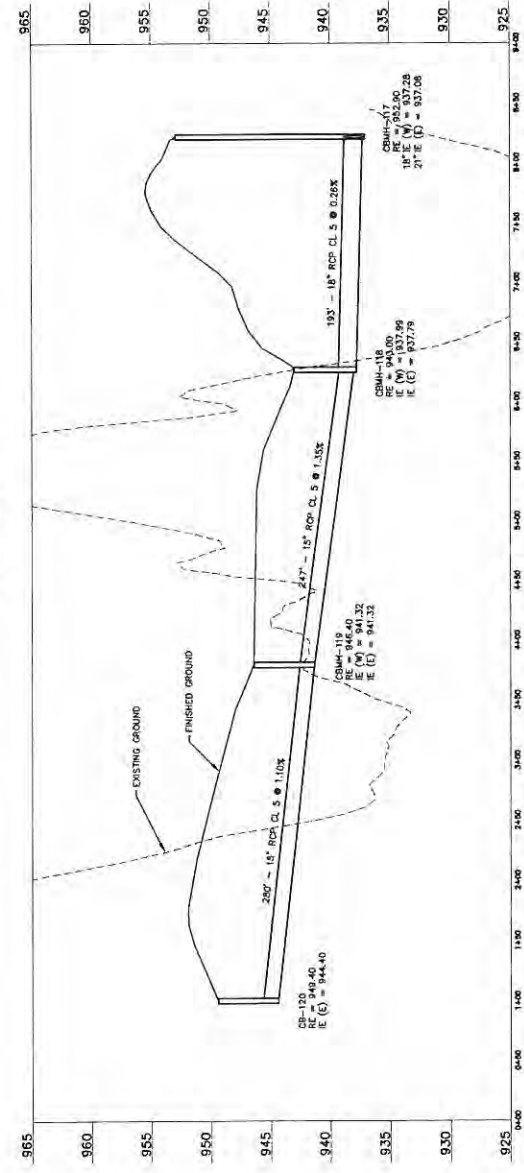
**GENERAL NOTES:**  
 \* RADIUS TO BE 8161 C. & G.  
 WITH 10' TRANSITION FROM  
 FINISHABLE CURB TO FINISH  
 ELEVATION  
 AT INTERSECTIONS

**CASTING NOTE:**  
 ALL CATCH BASIN CASTINGS IN CURB SHALL BE  
 SIMPED 0.0 FEET AND MANHOLE CASTINGS IN  
 BAYS SHALL BE SIMPED 0.0 FEET. ALL  
 RAIN ELEVATIONS ON PLAN PROFILES REFLECT  
 THE SIMPED ELEVATIONS.

- \* SLOPE PROVISIONS TO BE  
 PERPENDICULAR TO STREET & PLACED  
 BELOW THE STREET SUBGRADE.
- \* DRAINAGE INVERT TO BE LOCATED  
 ABOVE TOP OF EFFLUENT STORM PIPE  
 BAY STRUCTURE.
- \* ALL STORM SEWER INSTALLED SHALL  
 HAVE POSITIVE GRADE.
- \* SAW AND SEAL OF BITUMINOUS  
 PAVEMENT (40 FOOT INTERVALS)  
 STREETS WITH ASPHALT GRADE B.  
 SEE DETAIL SHEET ON 8TH STREET  
 10' INTERVALS.
- \* STREET LIGHTS & SIGNS ARE TO  
 BE PROVIDED BY OAKDALE PD&CITY  
 OF LAKE ELMO DETAIL PLATE 706.
- \* ALL MANHOLE RISERS TO BE PLACED  
 ON THE BOTTOM.
- \* ALL ELEVATIONS INDICATED W/LINE  
 STREET SIGN TO BE PLACED ON  
 BOTTOM.



**Backyard**



**SEWER NOTES:**

1. ALL SEWER LINES & ACCESSORIES MUST BE  
 CONSTRUCTED IN ACCORDANCE WITH THE CITY OF LAKE  
 ELMO STANDARD SPECIFICATIONS AND DETAILS  
 (REINFORCED CONCRETE PIPE) FOR THE TYPE, SIZE, AND  
 PRECAST CONCRETE MANHOLE AND CATCH BASIN  
 DETAILS 307-377.
2. ALL SEWER LINES SHALL CONFORM TO THE REQUIREMENTS OF  
 A 1'-0" TO 1'-4" MANHOLE SECTION SHALL BE INSTALLED  
 JOINTS OF MANHOLE RISER SECTIONS SHALL BE YONKIE  
 ADJUSTMENT WHEREAS POSSIBLE.
3. ALL STORM SEWER MANHOLES  
 ALL STORM SEWER MANHOLES  
 ALL STORM SEWER MANHOLES  
 ALL STORM SEWER MANHOLES
4. RIP-RAP SHALL BE HAND-PLACED OVER GEOTEXTILE  
 OR AS SPECIFIED HEREIN. RIP-RAP SHALL BE 3/4" CLASS II  
 EXTENDING 12" UNDER THE JARON.
5. RIP-RAP SHALL BE HAND-PLACED OVER ALL FLARED  
 JOINTS. RIP-RAP SHALL BE 3/4" CLASS II.
6. RIP-RAP SHALL BE HAND-PLACED OVER ALL FLARED  
 JOINTS. RIP-RAP SHALL BE 3/4" CLASS II.
7. RIP-RAP SHALL BE HAND-PLACED OVER ALL FLARED  
 JOINTS. RIP-RAP SHALL BE 3/4" CLASS II.
8. RIP-RAP SHALL BE HAND-PLACED OVER ALL FLARED  
 JOINTS. RIP-RAP SHALL BE 3/4" CLASS II.
9. ALL SBT SHALL BE CLEANED OUT FROM THE RIP-RAP AT  
 THE END OF THE PROJECT.

**SIDEWALK/DRIVE LANE NOTES:**

1. BITUMINOUS TRAILS AND SIDEWALKS MUST BE  
 CONSTRUCTED TO MAINTAIN POSITIVE DRAINAGE AWAY  
 FROM THE STREET.
2. TOPSOIL AND BACKFILLING OPERATIONS MUST BE  
 COMPLETED TO AVOID DAMAGE TO THE BITUMINOUS  
 TRAILS. TOPSOIL MUST BE FLUSH WITH THE PATH EDGE TO AVOID  
 TRAPPING WATER INTO SECTIONS WITH CONTRACTOR  
 JOINTS. SPACING SHALL NOT BE LESS THAN 2 FT NOR  
 GREATER THAN 12 FT IN ANY DIMENSION. PLACE 1/2  
 INTERVALS.
3. CONCRETE SIDEWALK RAMP MUST BE CONSTRUCTED  
 AT ALL INTERSECTIONS.

Latest Revision Date: 09/07/24  
 08/27/24 sheet 11 of 17

**Hammes Property**  
 Lake Elmo, Minnesota

**Ryland Homes**  
 7000 Ardenway Drive  
 Eden Prairie, Minnesota 55344

Prepared for:

Checked	CLL
Drawn	SKB
Revised/Issued by:	CPM

Project No. 240201-0001  
 Date: 09/25/24 License No. 41257

Westwood Professional Services, Inc.  
 10000 Lyndale Ave. S.  
 Suite 100  
 Minneapolis, MN 55425  
 Tel: 763.833.1100  
 Fax: 763.833.1100  
 www.westwoodpro.com



**GENERAL NOTES:**  
 1. RISING TO BE 8" MIN. C. & G.  
 WITH 10" TRANSITION FROM  
 SURROUNDING CURB TO THE ELEVATION  
 AT INTERSECTIONS

**CASTING NOTE:**  
 ALL CASTING BASH CASTINGS IN CURB SHALL BE  
 SUMPED 0.10 FEET AND MANHOLE CASTINGS IN  
 PAVED AREAS SHALL BE SUMPED 0.05 FEET  
 THE SUMPED ELEVATIONS

- \* CONDUIT CROSSINGS TO BE PLACED BELOW THE STREET SURFACE.
- \* DRAINABLE INVERT TO BE LOCATED ABOVE TOP OF EFFLUENT STORM PIPE MANHOLES INTO CATCH BASIN STRUCTURE.
- \* ALL STORM SEWER INSTALLED SHALL HAVE POSITIVE GRADE.
- \* SAW AND SEAL OF BITUMINOUS PAVEMENT (40 FOOT INTERVALS) SHALL BE INSTALLED ON ALL STREETS WITH ASPHALT GRADE. SEE DETAIL SHEET 16. SAW AND SEAL IS TO BE USED ON 3RD STREET.
- \* ALL STREETS TO BE CALICULATED PER CITY OF LAKE ELMO DETAIL PLATE 70K.
- \* ALL STREETS TO BE PLACED ON THE BOTTOM.
- \* IF STREET SIGN PLATES ARE THE LIKE STREET SIGN TO BE PLACED ON BOTTOM.

**STORM SEWER NOTES:**

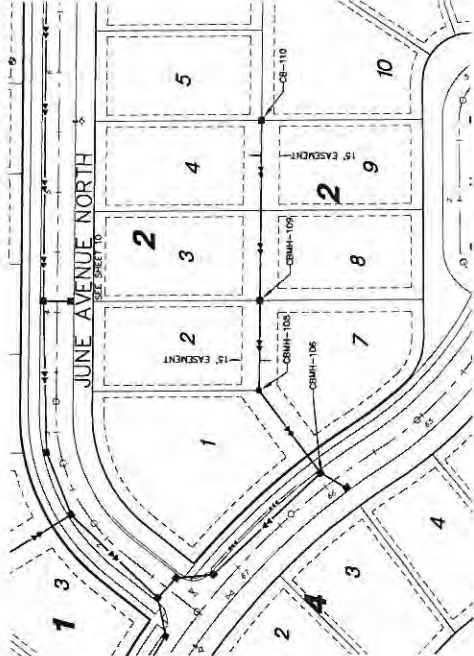
1. ALL STORM SEWER AND ACCESSORIES MUST BE LAKE ELMO STANDARD SPECIFICATIONS AND DETAILS.
2. ALL STORM SEWER SHALL BE CONSTRUCTED TO CONFORM WITH THE REQUIREMENTS OF UNDOT SPEC 2226 (REINFORCED CONCRETE PIPE) FOR THE TYPE, SIZE, AND MANUFACTURE.
3. SECTIONS SHALL CONFORM TO THE REQUIREMENTS OF UNDOT SPEC 2226 (REINFORCED CONCRETE PIPE) FOR THE TYPE, SIZE, AND MANUFACTURE.
4. A 1'-0" TO 1'-4" MANHOLE SECTION SHALL BE INSTALLED UNDER THE CURB SECTION TO ALLOW FOR HEIGHT ADJUSTMENT.
5. JOINTS OF MANHOLE RISER SECTIONS SHALL BE TONGUE AND GROOVE WITH RUBBER GASKETS.
6. RIP-RAP SHALL BE HAND-PLACED OVER GEOTEXTILE OR AS SPECIFIED HEREIN. UNDOT SPEC. 300, CLASS II.
7. THE GEOTEXTILE FABRIC USED UNDER RIP-RAP SHALL BE FURNISHED AND INSTALLED TRASH GUARDS ON ALL FLARED JOINTS.
8. ALL SECTIONS SHALL BE CLEANED OUT FROM THE RIP-RAP AT THE END OF THE PROJECT.

**SEWALK AND TRAIL NOTES:**

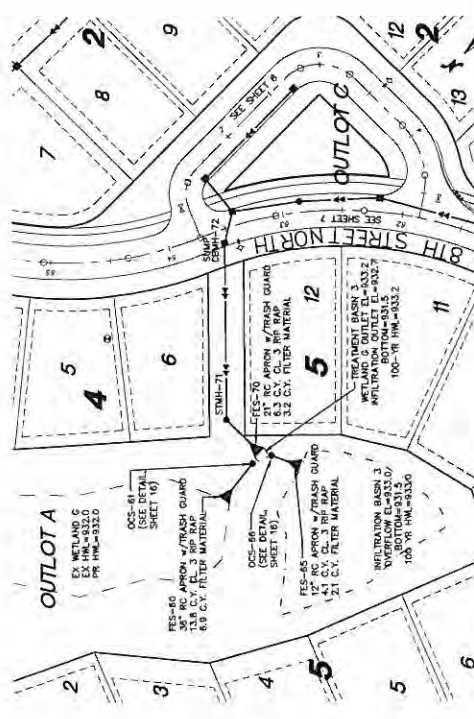
1. BITUMINOUS TRAILS AND SPECIALS MUST BE CONSTRUCTED TO MAINTAIN POSITIVE DRAINAGE AWAY FROM THE PARWAYS THROUGHOUT THE ENTIRE LENGTH OF THE PROJECT.
2. ALL SPECIALS SHALL BE COMPLETED TO AVOID DAMAGE TO THE BITUMINOUS TRAILS.
3. TRAPPING WATER SHALL BE AVOIDED WITH THE PATH EDGE TO AVOID TRAPPING WATER.
4. JOINTS, SPACING SHALL NOT BE LESS THAN 3 FT NOR GREATER THAN 12 FT IN ANY DIMENSION. PLACE 1/2" SAND UNDER JOINT FILLER AT 50 FT (MIN) INTERVALS.
5. CONCRETE RESTRAINT RAMPS MUST BE CONSTRUCTED AT ALL INTERSECTIONS.

**Hammes Property**  
 Lake Elmo, Minnesota

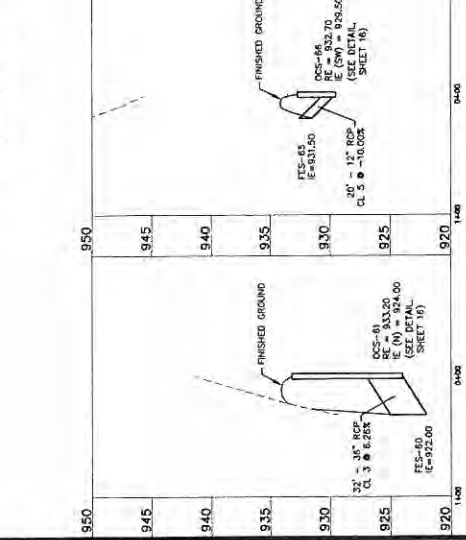
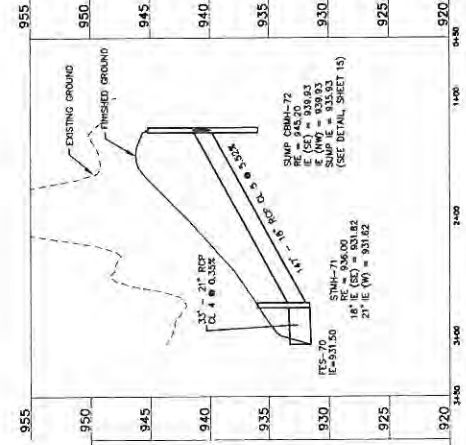
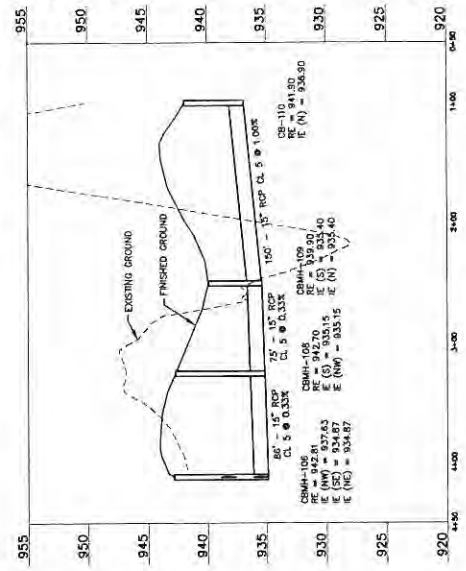
**Ryland Homes**  
 7999 Annapolis Drive  
 Eden Prairie, Minnesota 55344



**Backyards**



**Backyards**



Prepared for:

Client:	Hammes Property
Design:	Ryland Homes
Project:	Storm Sewer and Street Construction
Sheet:	12 of 17

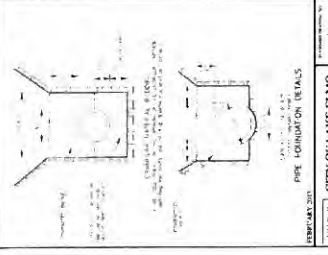
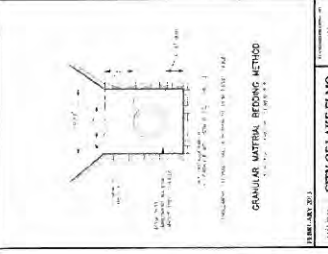
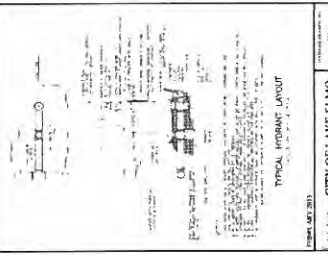

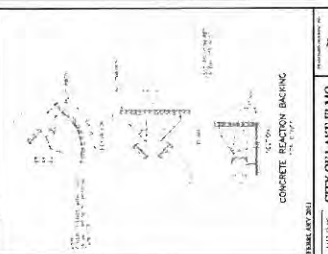

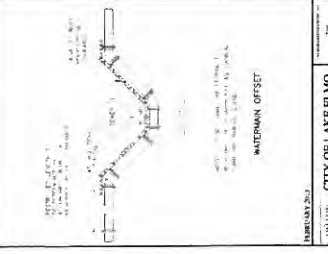
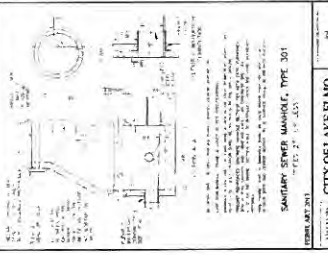
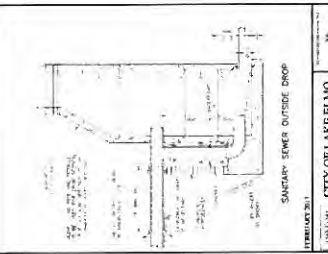
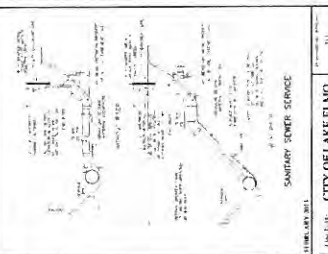
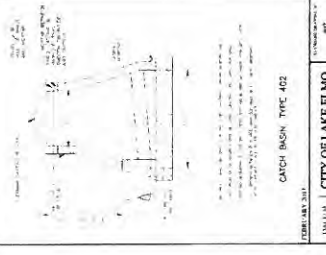
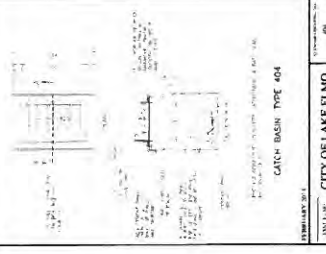
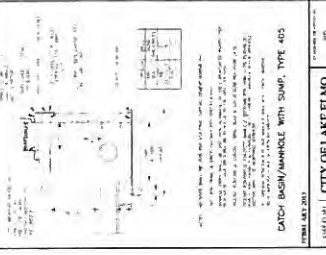
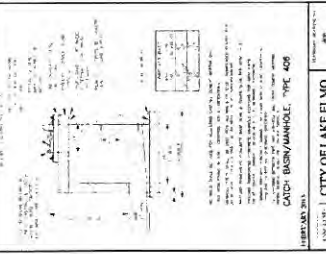
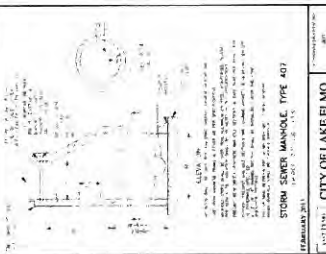
By: *[Signature]*  
 Date: 09/07/14

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 Fax: (612) 338-1101  
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 <p>PIPE FOUNDATION DETAILS</p>	 <p>GRANULAR MATERIAL REDDING METHOD</p>	 <p>TYPICAL PRIMARY LAYOUT</p>	 <p>GAT VALVE INSTALLATION</p>	 <p>CONCRETE REACTION BACKING</p>
 <p>WATER SERVICE ON DIP MAN</p>	 <p>WATERMAIN OFFSET</p>	 <p>SANITARY SEWER MANHOLE TYPE 301</p>	 <p>SANITARY SEWER OUTSIDE DROP</p>	 <p>SANITARY SEWER SERVICE</p>
 <p>CATCH BASIN TYPE 402</p>	 <p>CATCH BASIN TYPE 404</p>	 <p>CATCH BASIN/MANHOLE WITH SUMP, TYPE 405</p>	 <p>CATCH BASIN/MANHOLE, TYPE 409</p>	 <p>STORM SEWER MANHOLE TYPE 407</p>

Latest Revision Date 09/27/14  
 Date 09/27/14 Sheet 14 of 17

**Hammes**  
**Property**  
 Lake Elmo, Minnesota

**Ryland Homes**  
 7509 Aurora Drive  
 Eden Prairie, Minnesota, 5544

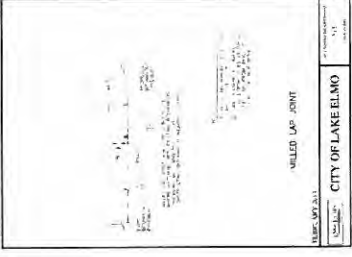
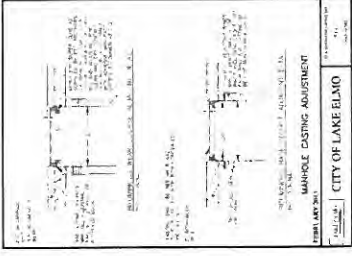
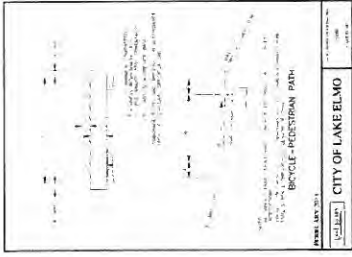
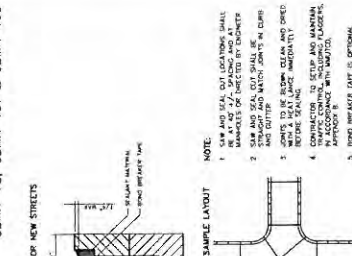
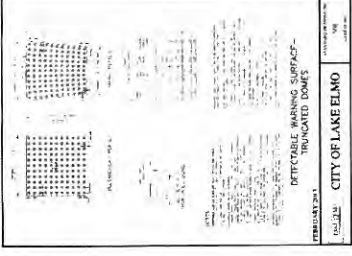
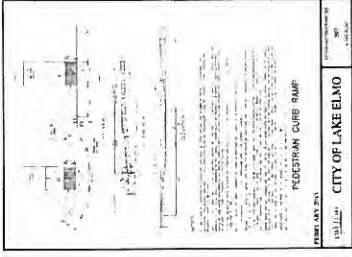
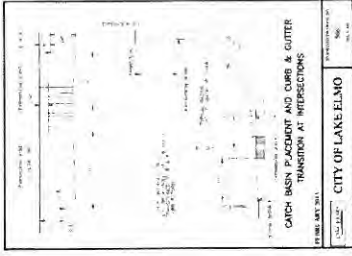
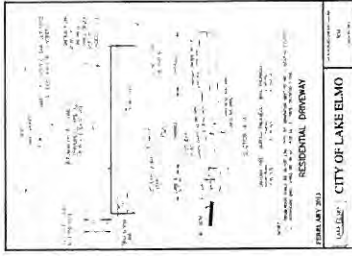
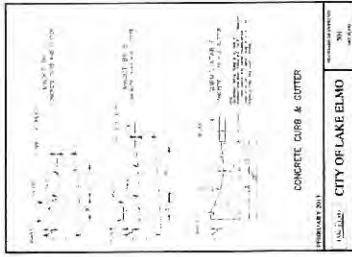
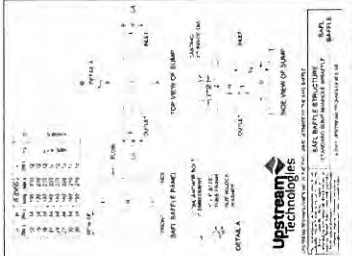
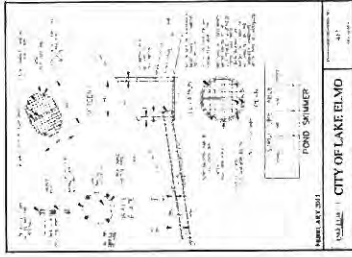
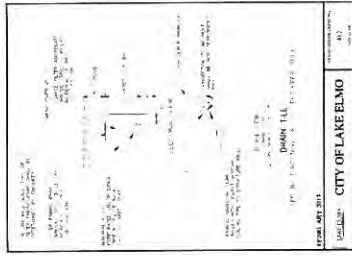
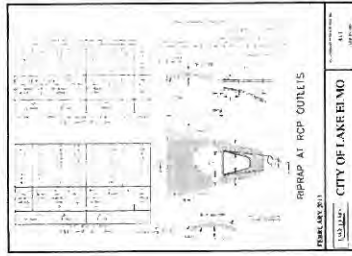
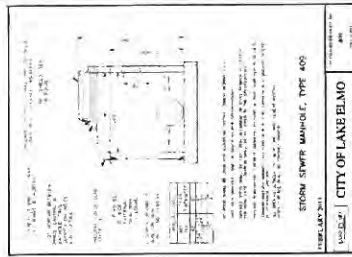
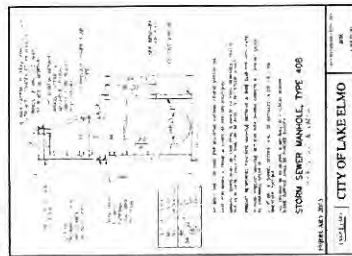
Prepared for:

Designed:  CLZ  
 Checked:  RAB  
 Drawn:  PWR  
 Record Drawing by:  PWR

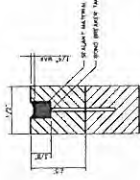
Scale: 1" = 10'-0"  
 Project No: 41257  
 Date: 09/27/14  
 Drawn by: Ryan M. Johnson

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 Minneapolis, MN 55425  
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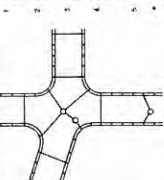




SAW AND SEAL FOR NEW STREETS



SAW AND SEAL SAMPLE LAYOUT



- NOTE:
1. SAW AND SEAL LOCATIONS SHALL BE MARKED WITH CHALK.
  2. SAW AND SEAL CUT SHALL BE MADE WITH A SAW CUTTER.
  3. JOINTS TO BE SAWN CLEAN AND OPEN BEFORE SEALING.
  4. CONTRACTOR TO KEEP AND MAINTAIN RECORD OF ALL SAW AND SEAL LOCATIONS AND MATERIALS USED.
  5. ROAD BREAKER USE IS OPTIONAL.
- SAW AND SEAL SHALL NOT BE USED FOR NEW STREETS.

SAW AND SEAL

Westwood Professional Services, Inc.  
 7909 Anagram Drive  
 Eden Prairie, MN 55344  
 PHONE: 952.412.1000  
 FAX: 952.412.1001  
 WWW: www.westwood.com

Prepared for:  
 City of Lake Elmo  
 41257

Designed by:  
 Checked by:  
 Drawn by:  
 Project Engineer, License No. 41257

Ryland Homes  
 7909 Anagram Drive  
 Eden Prairie, Minnesota 55344

Hammes Property  
 Lake Elmo, Minnesota

Latest Revision Date: 09/07/14  
 Date: 08/27/14, Sheet 15 OF 17

Details

<p>3/4\"/&gt; <p>CITY OF LAKE ELMO</p> </p>	<p>DITCH CHECK (FRESH HOLE)</p> <p>CITY OF LAKE ELMO</p>	<p>SIDEWALK CONTROL AROUND STORM SEWER INLET</p> <p>CITY OF LAKE ELMO</p>	<p>ROCK CONSTRUCTION ENTRANCE</p> <p>CITY OF LAKE ELMO</p>	<p>SMITHY, WATER &amp; SEWER SERVICE</p> <p>CITY OF LAKE ELMO</p>	<p>POND OUTLET STRUCTURE - 50</p>	<p>TYPICAL SERVICE PROTECTION</p> <p>CITY OF LAKE ELMO</p>	<p>TYPICAL LOCAL RESIDENTIAL STREET SECTION</p> <p>CITY OF LAKE ELMO</p>	<p>TYPICAL RIGHT OF WAY LAYOUT</p> <p>CITY OF LAKE ELMO</p>	<p>URBAN STREET UTILITY LOCATION</p> <p>CITY OF LAKE ELMO</p>	<p>POND OUTLET STRUCTURE - 81</p>	<p>POND OUTLET STRUCTURE - 85</p>	<p>RESIDENTIAL STREET (28' B-B)</p> <p>SEE CITY OF LAKE ELMO DETAIL SET FOR TYPICAL STREET SECTION</p>	<p>TEMPORARY BIDIRECTIONAL CUL-DE-SAC PLAN VIEW</p>	<p>POND OUTLET STRUCTURE - 95</p>	<p>POND OUTLET STRUCTURE - 151</p>	<p>POND OUTLET STRUCTURE - 90</p>
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Prepared for:

Client:	City of Lake Elmo
Drawn by:	MM
Checked by:	JPL
Design:	MM
Revised Drawing by:	

Scale: 1" = 10'-0"

North Arrow

Project No: 4157

Hammer Property  
Lake Elmo, Minnesota

Ryland Homes  
7999 Arapago Drive  
Eden Prairie, Minnesota 55344

Latest Revision Date: 08/27/14  
Date: 08/27/14 Sheet: B of D

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# Construction Plans

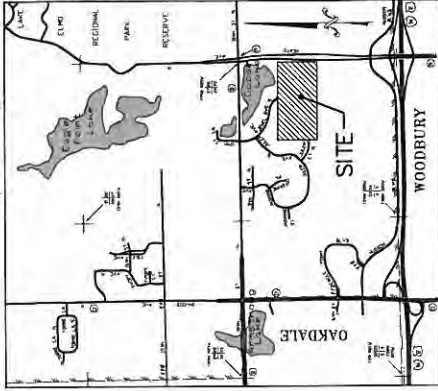
for  
**Grading, Drainage & Erosion Control  
 Plans**

for  
**Hammes Property  
 Lake Elmo, Minnesota**

Prepared for:  
**Ryland Homes**  
 7599 Anagram Drive  
 Eden Prairie, Minnesota 55344  
 Contact: Mark Sonstegard  
 Phone: 952-229-6000  
 Fax: 952-229-6024

Prepared by:  
  
**Westwood**  
 Professional Services, Inc.  
 10000 Westwood Drive  
 Eden Prairie, MN 55344  
 PHONE: 952-229-6000  
 FAX: 952-229-6024  
 WWW.WESTWOODSIA.COM  
 Project number: 0002905.00  
 Contact: Ryan M. Blum

Vicinity Map

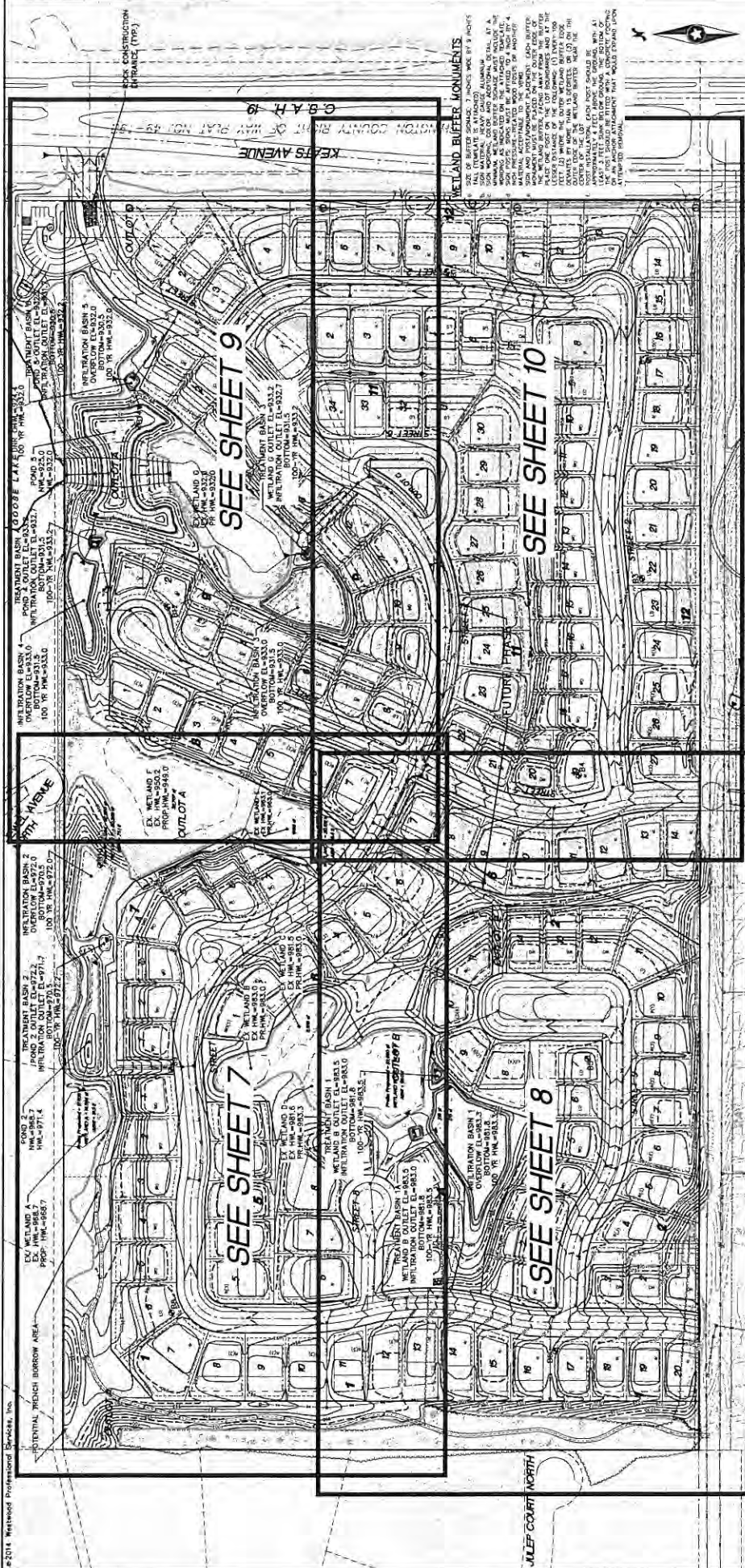


Sheet Number	Sheet Title
1	Cover
2	Overall Grading Plan
3	Grading, Drainage & Erosion Control Plan
4	Grading, Drainage & Erosion Control Plan
5	Grading, Drainage & Erosion Control Plan
6	Grading, Drainage & Erosion Control Plan
7	Wetland Buffer Plan
8	Welland Buffer Plan
9	Details
10	Details
11	Street Profiles
12	Street Profiles
13	Pre-Development Drainage Area Plan
14	Post-Development Drainage Area Plan

NO.	DATE	REVISION	SHEETS

**Construction Plans**  
 for  
**Grading, Drainage & Erosion Control  
 Plans**  
 for  
**Hammes Property  
 Lake Elmo, Minnesota**

Date: 06/27/14 Sheet: 1 of 14



**PROJECT SPOURING**

1. INSTALL ROCK CONSTRUCTION ENTRANCE(S) FOR USE AS TEMPORARY BASINS.
2. INSTALL SILT FENCE AROUND PERIMETER OF PLAN.
3. INSTALL SILT FENCE AROUND PERIMETER OF PLAN.
4. MOUND GRADE SITE.
5. INSTALL EROSION CONTROL BLANKET IN DESIGNATED AREAS AS THEY ARE GRADED.
6. SEED AND MULCH SITE FOR VEGETATION IMMEDIATELY UPON GRADING COMPLETION.
7. REMOVE SILT FENCE AFTER PERMANENT VEGETATION HAS BEEN ESTABLISHED.

**GENERAL NOTES:**

- ALL CONTOURS AND SPOT ELEVATIONS ARE SHOWN TO FINISHED SURFACE/GUTTER EDGES UNLESS OTHERWISE NOTED.
- HORIZONTAL SITE DIMENSIONS AND LAYOUT.
- THE CONTRACTOR SHALL VERIFY THE LOCATION AND ELEVATION OF EXISTING UTILITIES AND TOPOGRAPHICAL FEATURES WITH THE OWNER'S AND FIELD-VERIFIED ENGINEER OF ANY DISCREPANCIES OR VARIATIONS FROM PLAN.
- SEE SHEET 7 FOR CITY OF LAKE ELMO STANDARD PLAN NOTES FOR GRADING AND EROSION CONTROL.
- EXISTING AND PROPOSED SITE CONTOUR ELEVATIONS RELATED TO MAYO 1988 DATUM.

**NOTE:**

TO PREVENT SOIL COMPACTION, THE PROPOSED INFILTRATION AREAS SHALL BE STAVED OFF AND MARKED DURING CONSTRUCTION TO PREVENT INFILTRATION FACILITIES ARE IN PLACE DURING CONSTRUCTION. INFILTRATION FACILITIES SUCH AS DIVERSION BENCHES AND VEGETATION AROUND THE FACILITIES, PERIMETER, INFILTRATION STABILIZED DRAINAGE AREA HAS BEEN CONSTRUCTED AND FULLY STABILIZED. THE FINAL PHASE OF EXCAVATION SHALL REMOVE ALL EXISTING INFILTRATION FACILITIES AND SHALL BE RE-EQUIPPED TO AVOID COMPACTION OF THE BASIN FLOOR. TO PROVIDE A MINIMUM FLOOR SHALL BE LOCKED TO A DEPTH OF AT LEAST 24 INCHES. A MINIMUM COMPACTION OF 85% STANDARD PROCTOR DENSITY PRIOR TO FINISHING.

**LEGENDS:**

- DENOTES SOIL BORING
- DENOTES SILT BORING
- DENOTES HEAVY DUTY SILT FENCE
- DENOTES EXISTING CONTOURS
- DENOTES PROPOSED INTERIOR CONTOURS
- DENOTES FUTURE STORM SEWER
- DENOTES EXISTING STORM SEWER
- DENOTES PROPOSED STORM SEWER
- DENOTES EXISTING TREE LINE

**LEGENDS:**

- DENOTES EXISTING SPOT ELEVATION
- DENOTES PROPOSED SPOT ELEVATION
- DENOTES EXISTING CONTOUR
- DENOTES EMERGENCY OVERFLOW ELEVATION
- DENOTES TREE PRESERVATION ZONING
- 3:1 SLOPE STABILIZATION EROSION CONTROL BLANKET
- DENOTES WETLANDS
- DENOTES WETLAND BUFFER MONUMENT
- DENOTES WETLAND BUFFER

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Date: 06/27/14 Sheet: 2 of 14

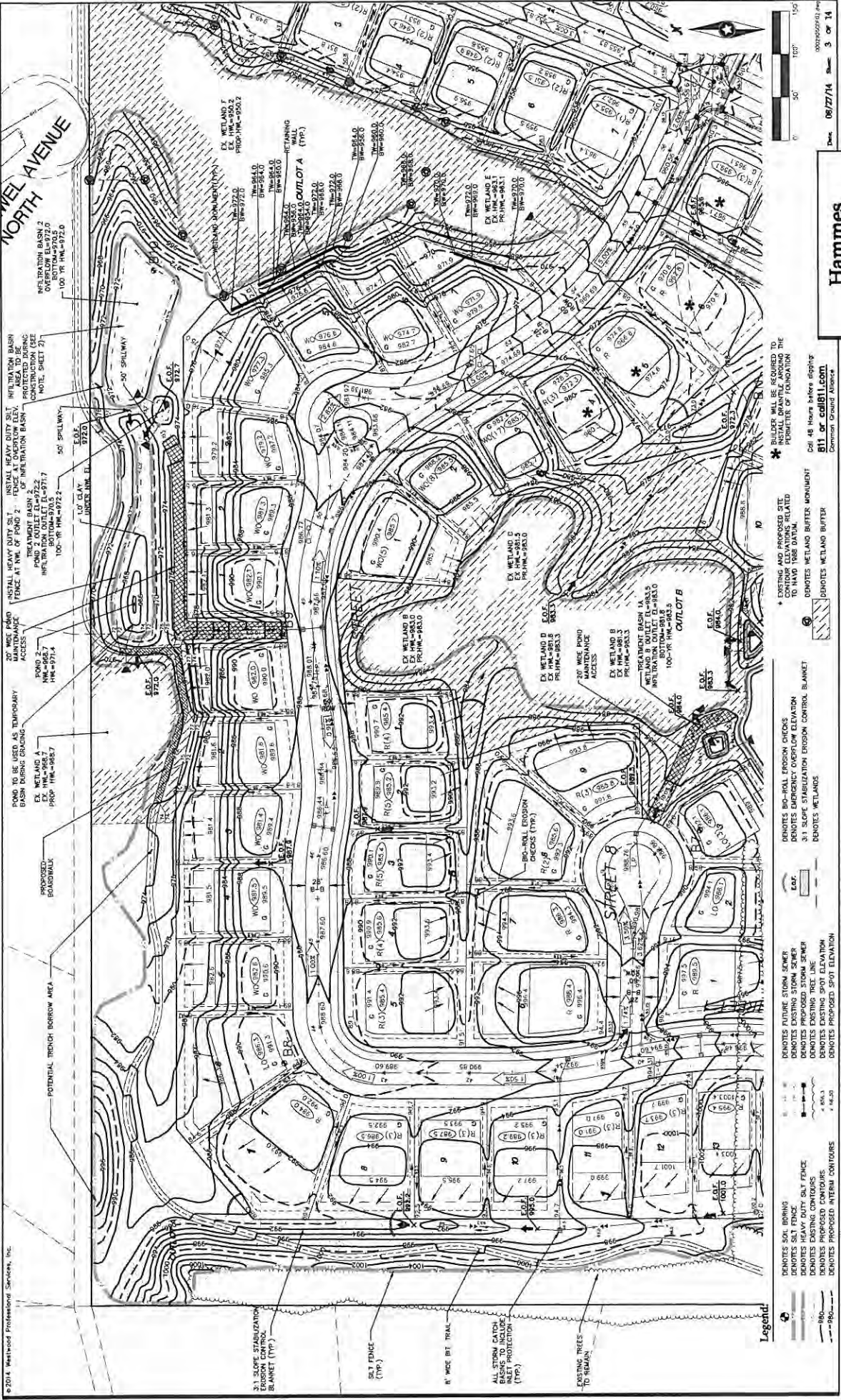
**Ryland Homes**  
10000 W. 10th Street  
Eden Prairie, Minnesota 55344

Prepared for: \_\_\_\_\_  
Checked: \_\_\_\_\_  
Drawn: \_\_\_\_\_  
Project Drawing Number: \_\_\_\_\_

**Hammes Property**  
Lake Elmo, Minnesota

Overall Grading Plan





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**NORTH AVENUE**

INSTALL HEAVY DUTY SALT FENCE AT NW CORNER OF INFILTRATION BASIN CONSTRUCTION (SEE NOTE SHEET 2)

INFILTRATION BASIN OVERFLOW EL=972.0 BOTTOM EL=970.0 100'-0" H=972.0

50' SPILLWAY

INSTALL HEAVY DUTY SALT FENCE AT NW CORNER OF INFILTRATION BASIN CONSTRUCTION (SEE NOTE SHEET 2)

INFILTRATION OUTLET EL=971.7 100'-0" H=972.2

50' SPILLWAY

LOF CLAY LINER H=972.0

POND TO BE USED AS TEMPORARY POND DURING GRADING

EX METLAND A EX H=968.7 PREP H=968.7

EX METLAND B EX H=968.7 PREP H=968.7

100'-0" H=972.2

POTENTIAL TRENCH BORROW AREA

PROPOSED BOARDWALK

20' WIDE POND ACCESS

3% SLOPE STABILIZATION EROSION CONTROL BRACKET (TYP)

5' FENCE (TYP)

8' WIDE BIT TRAIL

ALL STORM CATCH BASINS TO INCLUDE FRET PROTECTION

EXISTING TREES TO REMAIN

INFILTRATION BASIN OVERFLOW EL=972.0 BOTTOM EL=970.0 100'-0" H=972.0

50' SPILLWAY

LOF CLAY LINER H=972.0

INFILTRATION BASIN OVERFLOW EL=972.0 BOTTOM EL=970.0 100'-0" H=972.0

50' SPILLWAY

LOF CLAY LINER H=972.0



Date: 08/27/14 Sheet: 5 of 14

**Hammes Property**  
Lark Elm, Minnesota

**Ryland Homes**  
7200 Annapolis Drive  
Eden Prairie, Minnesota 55434

Prepared for:

Client:	
Checked:	
Drawn:	
Project:	
Sheet:	

Legend:

- DENOTES SOIL BORINGS
- DENOTES HEAVY DUTY SALT FENCE
- DENOTES EXISTING CONTOURS
- DENOTES PROPOSED CONTOURS
- DENOTES PROPOSED INTERIM CONTOURS
- DENOTES FUTURE STORM SEWER
- DENOTES PROPOSED STORM SEWER
- DENOTES EXISTING TIE LINE
- DENOTES EXISTING SPOT ELEVATION
- DENOTES PROPOSED SPOT ELEVATION
- DENOTES BIO-HILL EROSION CHECKS
- DENOTES EMERGENT VEGETATION
- DENOTES METLAND BUFFER MONUMENT
- DENOTES METLAND BUFFER

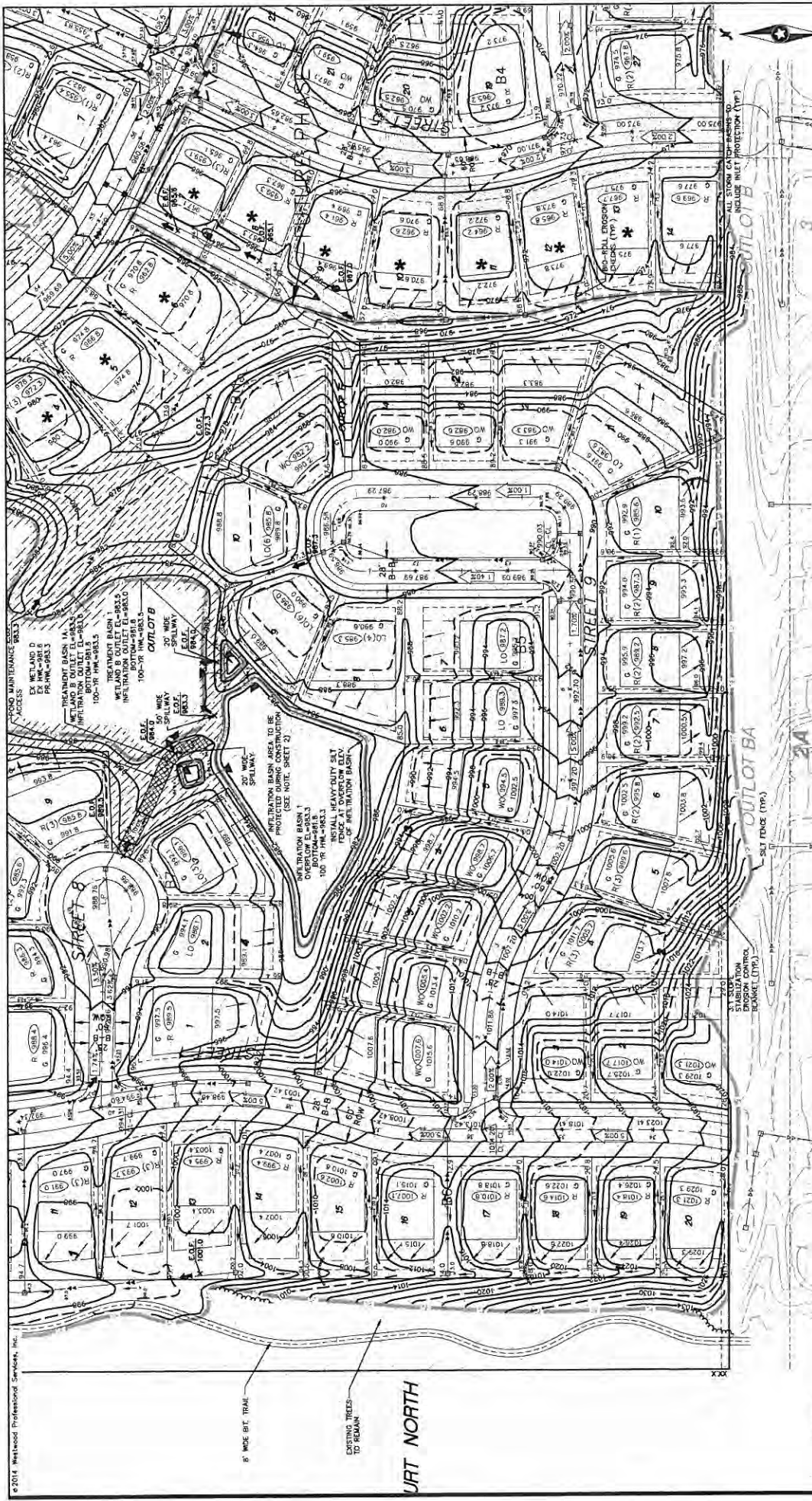
\* BUILDER WILL BE REQUIRED TO CONTOUR ELEVATIONS RELATED TO PERMETER OF FOUNDATION

\* DENOTES METLAND BUFFER MONUMENT

\* DENOTES METLAND BUFFER

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0 50' 100' 150'  
 Date: 08/27/14 Sheet: 4 of 14  
 08/27/14

**Hammes Property**  
 Lake Elm, Minnesota

**Ryland Homes**  
 7999 Augsburg Drive  
 Eden Prairie, Minnesota 55344

\* BUILDER WILL BE REQUIRED TO INSTALL BRANBLE AROUND THE PERIMETER OF FOUNDATION  
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\* DENOTES FUTURE STORM SEWER  
 \* DENOTES PROPOSED EROSION CONTROL BLANKET  
 \* DENOTES WETLANDS  
 \* DENOTES WETLAND BUFFER MONUMENT  
 \* DENOTES WETLAND BUFFER

\* DENOTES FUTURE STORM SEWER  
 \* DENOTES PROPOSED EROSION CONTROL BLANKET  
 \* DENOTES WETLANDS  
 \* DENOTES WETLAND BUFFER MONUMENT  
 \* DENOTES WETLAND BUFFER

DENOTES FUTURE STORM SEWER  
 DENOTES PROPOSED EROSION CONTROL BLANKET  
 DENOTES WETLANDS  
 DENOTES WETLAND BUFFER MONUMENT  
 DENOTES WETLAND BUFFER

DENOTES SOIL BORING  
 DENOTES HEAVY DUTY SILT FENCE  
 DENOTES EXISTING CONTOURS  
 DENOTES PROPOSED CONTOURS  
 DENOTES PROPOSED INTERIM CONTOURS

**Legend:**  
 DENOTES FUTURE STORM SEWER  
 DENOTES PROPOSED EROSION CONTROL BLANKET  
 DENOTES WETLANDS  
 DENOTES WETLAND BUFFER MONUMENT  
 DENOTES WETLAND BUFFER

Prepared for:

Client	
Contract	
Drawn	
Checked	
Reviewed	

41257  
 Date: 08/27/14

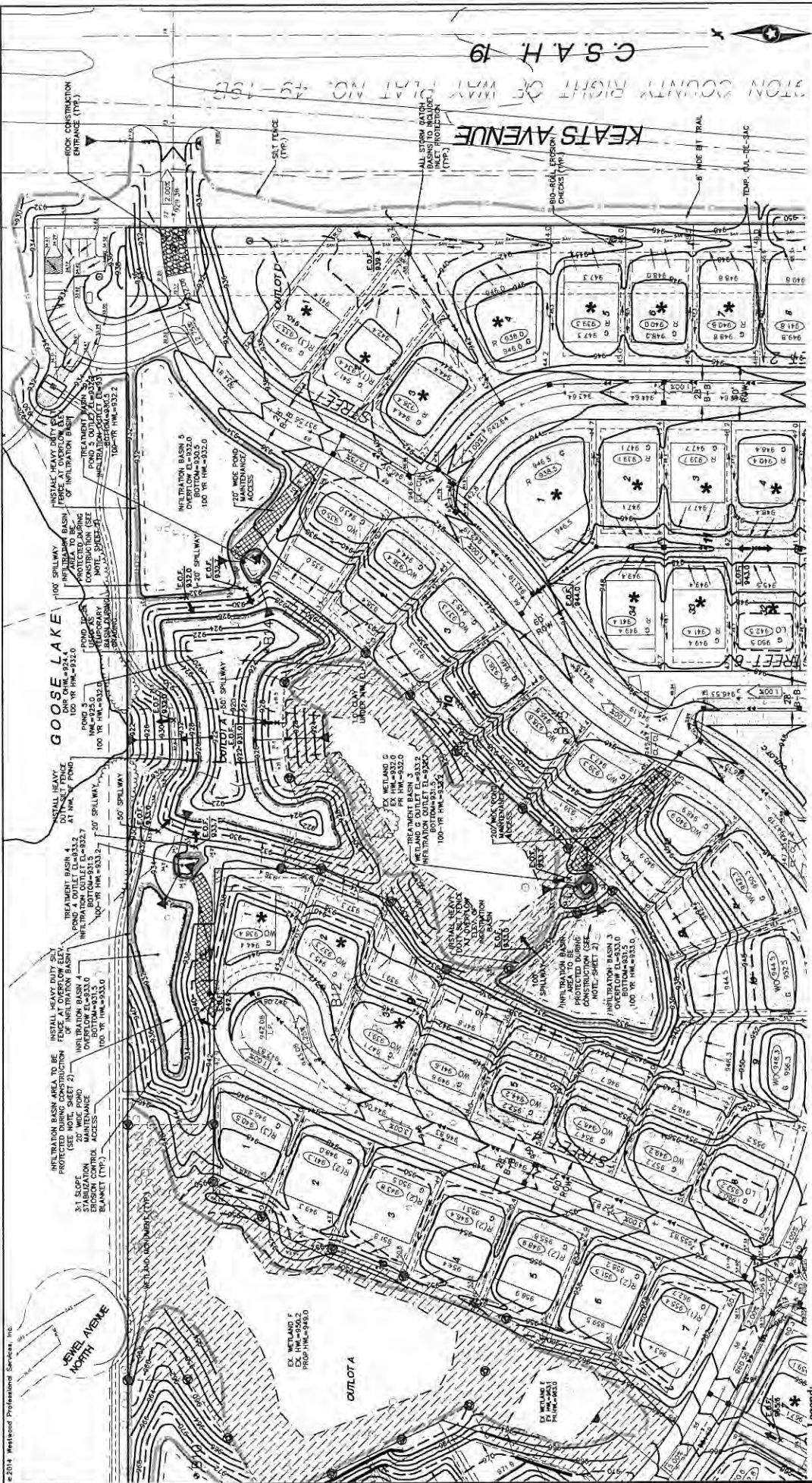
41257  
 Date: 08/27/14

Westwood Professional Services, Inc.  
 7999 Augsburg Drive  
 Eden Prairie, MN 55344  
 P: 952.461.4000  
 F: 952.461.4001  
 www.westwoodcs.com



6' WIDE BIT TRAIL  
 EXISTING TREES TO REMAIN  
 CURT NORTH





Date: 08/27/14 Sheet: 5 of 14

**Hammes Property**  
Lake Elmo, Minnesota

**Ryland Homes**  
7500 American Drive  
Eden Prairie, Minnesota 55344

Grading, Drainage & Erosion Control Plan

\* OWNER WILL BE REQUIRED TO INSTALL DRAINAGE PERIMETER OF FOUNDATION

\* EROSION HAS BEEN ASSESSED AND CONTOUR ELEVATIONS RELATED TO MAINTAIN 1% SLOPE

○ DENOTES WETLAND BUFFER MONUMENT

○ DENOTES WETLAND BUFFER

○ DENOTES WETLAND BUFFER

Call 48 Hours before Digging: 811 or call 811.com  
Common Ground Alliance

○ DENOTES FUTURE STORM SOWER

○ DENOTES MEANT DIRT, SILT FENCE

○ DENOTES EXISTING CONTOURS

○ DENOTES PROPOSED CONTOURS

○ DENOTES EXISTING SPOT ELEVATION

○ DENOTES PROPOSED SPOT ELEVATION

○ DENOTES SOIL BORING

○ DENOTES MEANT DIRT, SILT FENCE

○ DENOTES EXISTING CONTOURS

○ DENOTES PROPOSED CONTOURS

○ DENOTES EXISTING SPOT ELEVATION

○ DENOTES PROPOSED SPOT ELEVATION

○ DENOTES 10'-HOLE EROSION CHECKS

○ DENOTES EMERGENCY OVERFLOW ELEVATION

○ 1% SLOPE EROSION CONTROL BLANKET

○ DENOTES WETLANDS

Legend:

Prepared for:

Client:	
Project:	
Drawn:	
Checked:	
Reviewed:	

Drawn by: [Signature]

Checked by: [Signature]

Reviewed by: [Signature]

Scale: AS274

Wetland Professional Services, Inc.  
10000 Lake Elmo Road  
Lake Elmo, MN 55120  
Phone: 952.461.1111  
Fax: 952.461.1112  
www.wetlandpro.com

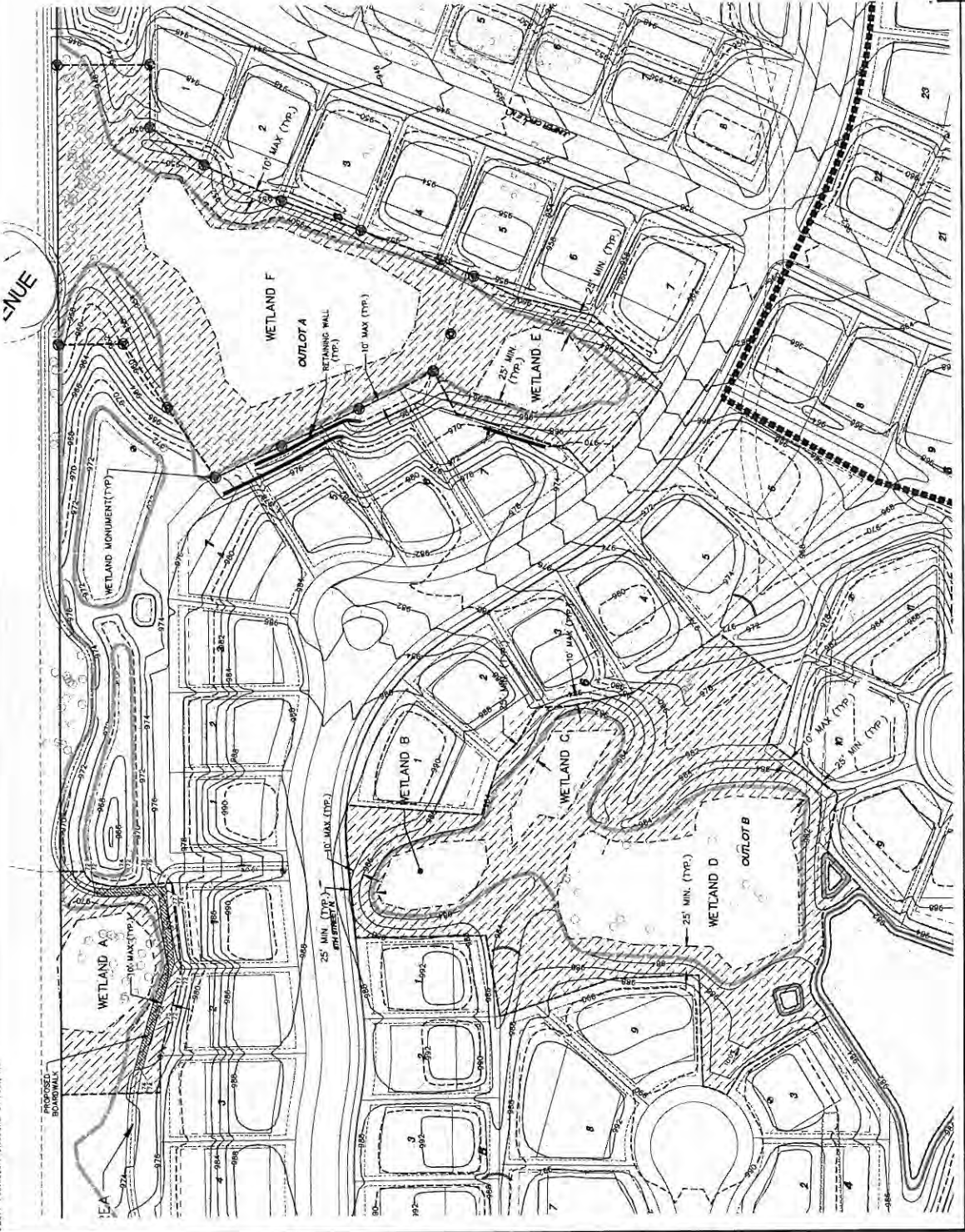






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**811 or call811.com**  
 Common Ground Alliance

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**LEGEND:**

- DENOTES SOIL BORING
- DENOTES HEAVY DUTY 6" FENCE
- DENOTES EXISTING CONTOURS
- DENOTES EXISTING STORM SEWER
- DENOTES PROPOSED STORM SEWER
- DENOTES EXISTING TREE LINE
- DENOTES APPROXIMATE TREE REMOVAL LIMITS
- DENOTES PROPOSED SPOT ELEVATION
- DENOTES BO-ROLL EROSION CHECKS
- DENOTES EMERGENCY OVERFLOW ELEVATION
- ▨ DENOTES WETLAND BUFFER AREA
- DENOTES WETLAND BUFFER MONUMENT

\* EXISTING AND PROPOSED SITE TO BE MAINTAINED RELATED TO WADIA DEW DRAIN

Wetland	Existing Buffer	Proposed Buffer	Average Buffer Width
A	17,320 SF	14,524 SF	51.3 LF
B, C & D	76,845 SF	53,697 SF	59.0 LF
E	23,952 SF	20,152 SF	66.4 LF
F	72,408 SF	60,343 SF	75.1 LF



Date: 06/27/14 Sheet: 7 of 14

**Hammes Property**  
 Lake Elmo, Minnesota

**Ryland Homes**  
 7990 Aragon Drive  
 Eden Prairie, Minnesota 55444

Prepared for:

Checked:	CD
Drawn:	SK
Project Number:	11237

Project: 11237  
 Date: 06/27/14

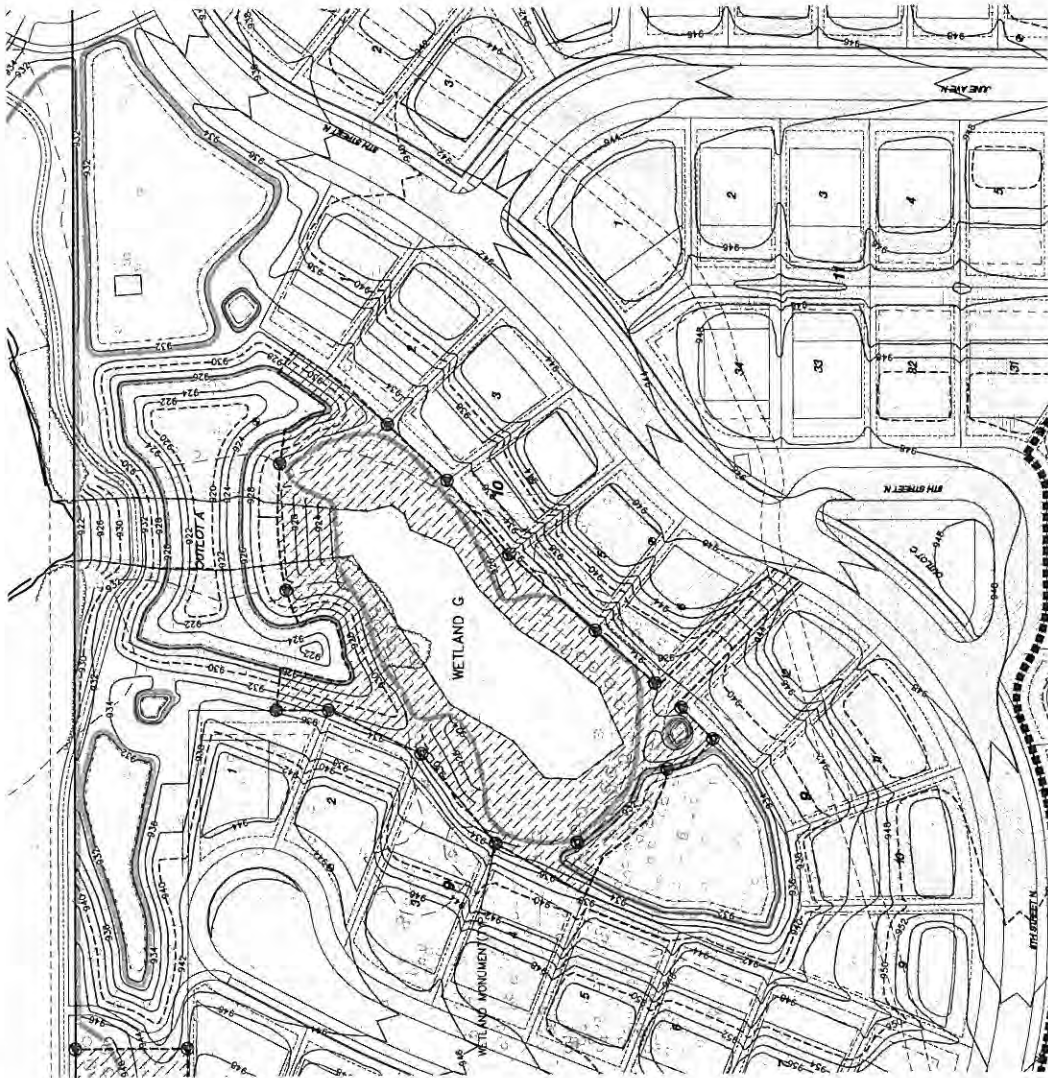
Westwood Professional Services, Inc.  
 10000 Westwood Drive  
 Eden Prairie, MN 55424  
 Phone: 952-941-1111  
 Fax: 952-941-1112  
 Website: www.westwoodpro.com





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- LEGEND:**
- DENOTES SOIL BORING
  - DENOTES SILT FENCE
  - DENOTES HEAVY DUTY SILT FENCE
  - DENOTES EXISTING CONTOURS
  - DENOTES PROPOSED CONTOURS
  - DENOTES PROPOSED STORM SEWER
  - DENOTES PROPOSED STORM SEWER
  - DENOTES EXISTING TREE LINE
  - DENOTES APPROXIMATE TREE REMOVAL LIMITS
  - DENOTES EXISTING SPOT ELEVATION
  - DENOTES PROPOSED SPOT ELEVATION
  - DENOTES BIC-ROLL EROSION CHECKS
  - DENOTES EMERGENCY OVERTFLOW ELEVATION
  - DENOTES WETLAND BUFFER AREA
  - DENOTES WETLAND BUFFER MONUMENT

\* EXISTING AND PROPOSED SITE TO HAVE 1988 DATUM

Wetland	Proposed Buffer	Average Buffer Width
G	56,613 SF	83.9 LF



Date: 08/27/14 Sheet: 8 OF 14

**Hammes Property**  
 Lake Bluff, Minnesota

**Ryland Homes**  
 7999 Aurora Drive  
 Eden Prairie, Minnesota 55424

Prepared for:

Project:	211
Client:	RHM
Drawn:	DK
Revised Drawing Information:	

I hereby certify that the work shown on this plan was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer in the State of Minnesota.  
 Ryan J. Williams  
 Date: 08/27/14 License No.: 61257

Wetland Professional Services, Inc.  
 2000 Prairie Ave. Suite 200  
 Eden Prairie, MN 55424  
 Phone: 952-937-0348  
 Fax: 952-937-0349  
 Website: www.wpsinc.com



Westwood

STANDARD PLAN NOTES  
 CITY OF LAKE ELMO

CONCRETE CURB & GUTTER  
 CITY OF LAKE ELMO

CONCRETE SIDEWALK  
 CITY OF LAKE ELMO

STANDARD PLAN NOTES  
 CITY OF LAKE ELMO

STANDARD PLAN NOTES  
 CITY OF LAKE ELMO

STANDARD PLAN NOTES  
 CITY OF LAKE ELMO

STANDARD PLAN NOTES  
 CITY OF LAKE ELMO

5 FT FENCE  
 CITY OF LAKE ELMO

DITCH CHECK (78" BTB ROLL)  
 CITY OF LAKE ELMO

SEWAGE CONTROL AROUND STORM SEWER INLET  
 CITY OF LAKE ELMO

INLET CONNECTION (NEW ENTRANCE)  
 CITY OF LAKE ELMO

TYPICAL LOCAL RESIDENTIAL SHRED SECTION  
 (FOR USE IN THE SECTION)  
 CITY OF LAKE ELMO

TYPICAL HIGHWAY WAY LAYOUT  
 CITY OF LAKE ELMO

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 Common Ground Alliance

Westwood Professional Services, Inc.  
 10000 Highway 101  
 Suite 200  
 Lake Elmo, MN 55042  
 PHONE: 612-437-1100  
 FAX: 612-437-1101  
 WWW: www.westwoodpro.com

I have verified that the plan was prepared by an individual who is duly licensed and qualified to perform the work shown on this plan.  
 Ryan M. Schmitt  
 Date: 08/27/14 License No. 41257

Prepared for:  
 Ryland Homes  
 7999 Arroyo Drive  
 Eden Prairie, Minnesota 55424

Prepared for:

**Ryland Homes**  
 7999 Arroyo Drive  
 Eden Prairie, Minnesota 55424

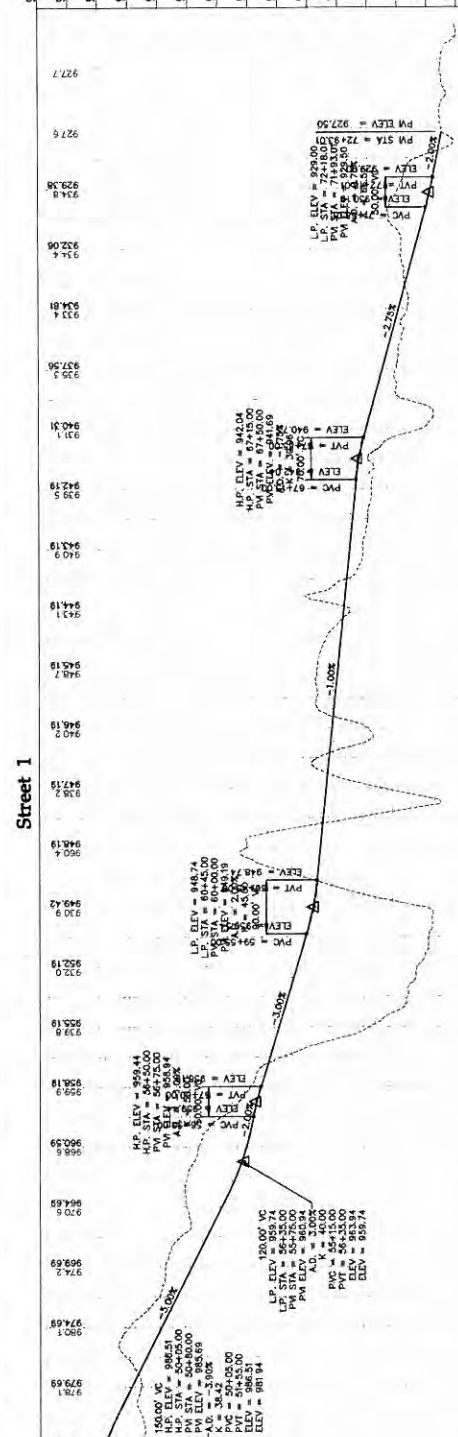
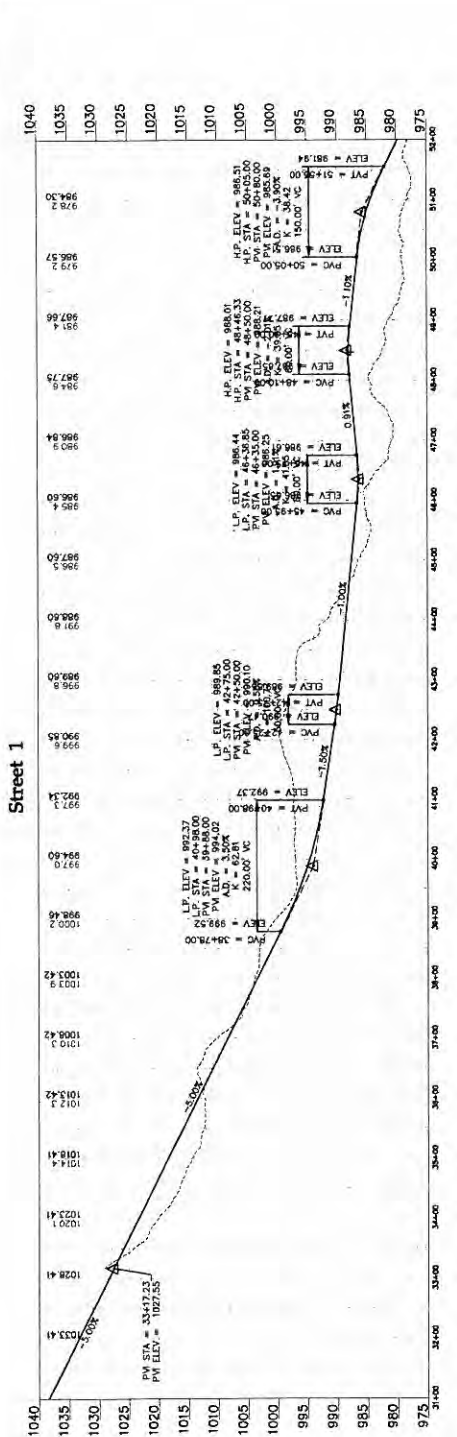
**Hammes Property**  
 Lake Elmo, Minnesota

Details

Latest Revision Date: 08/27/14  
 Date: 08/27/14 Sheet: 9 of 14







**Hammes Property**  
 Lake Elmo, Minnesota

**Ryland Homes**  
 7200 Abbott Drive  
 Eden Prairie, Minnesota 55344

Prepared for:

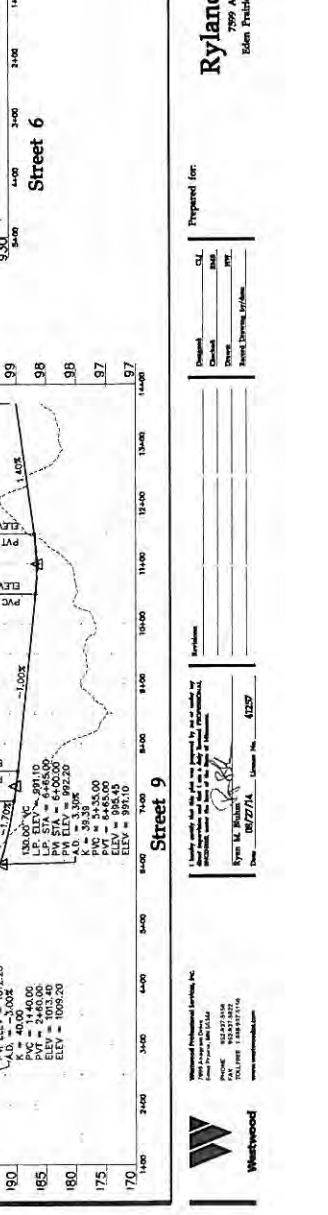
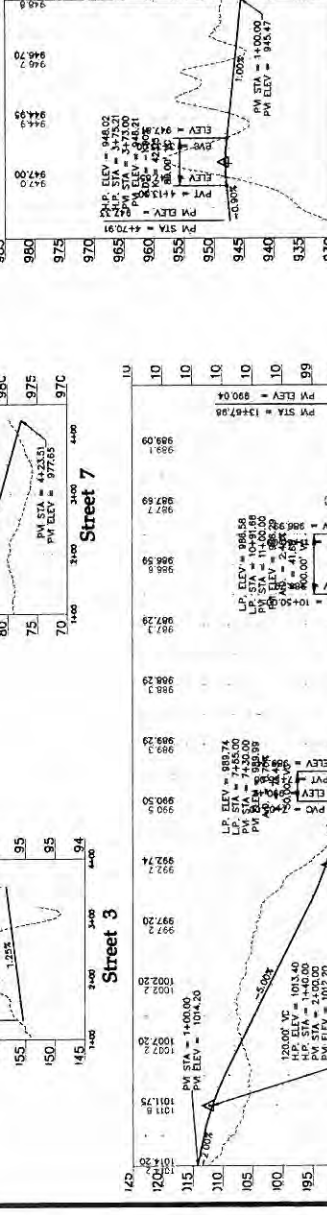
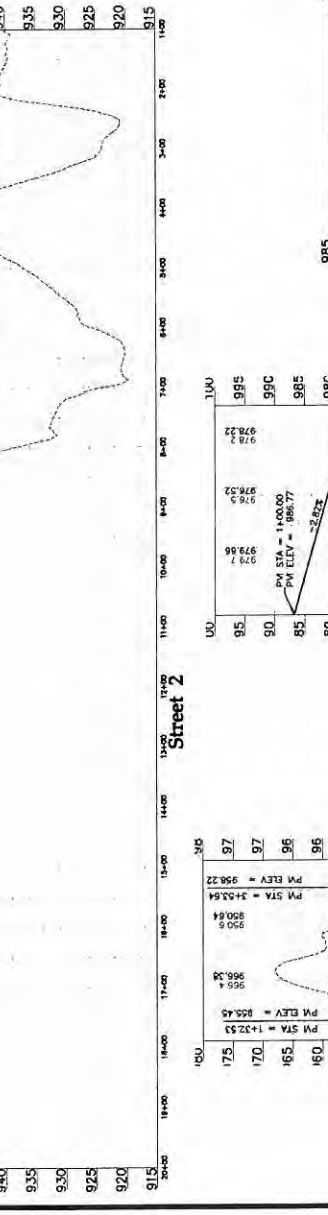
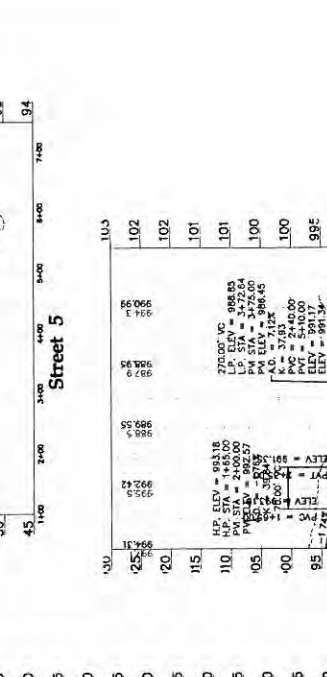
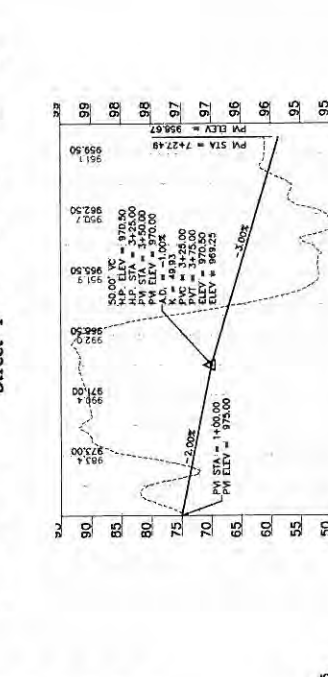
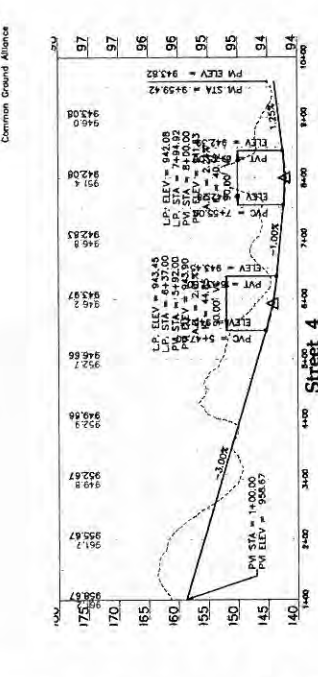
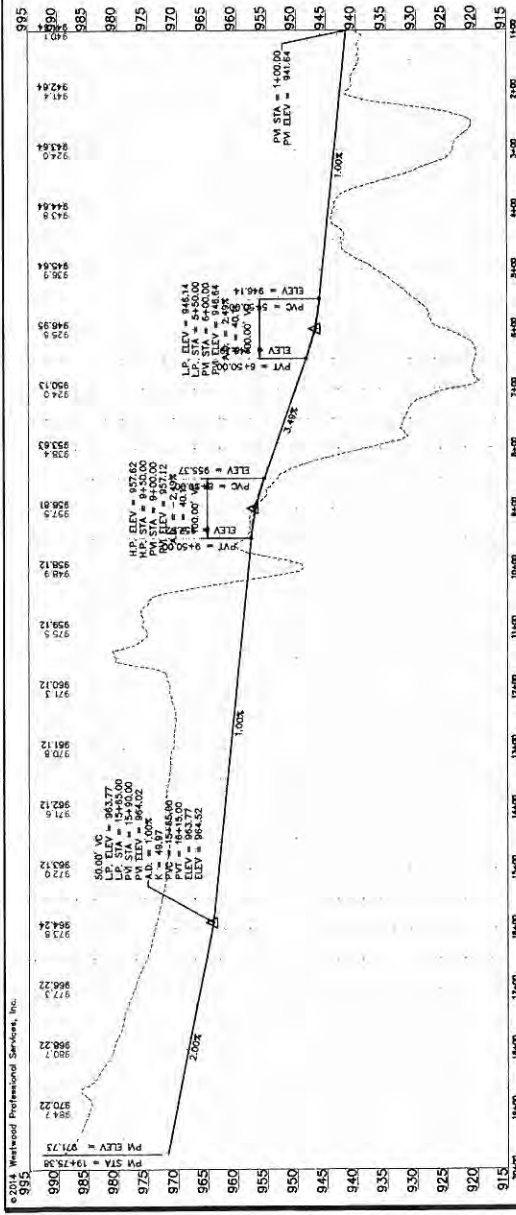
Client:	CEL
Checked:	ML
Drawn:	ML
Revised:	None

Revisions:

Drawn by: [Signature]  
 Date: 08/27/14 - License No. 41257

Whitewood Professional Services, Inc.  
 10000 Lyndale Avenue South  
 Minneapolis, MN 55425  
 Phone: 763-444-1111  
 Fax: 763-444-1112  
 www.whitewoodinc.com





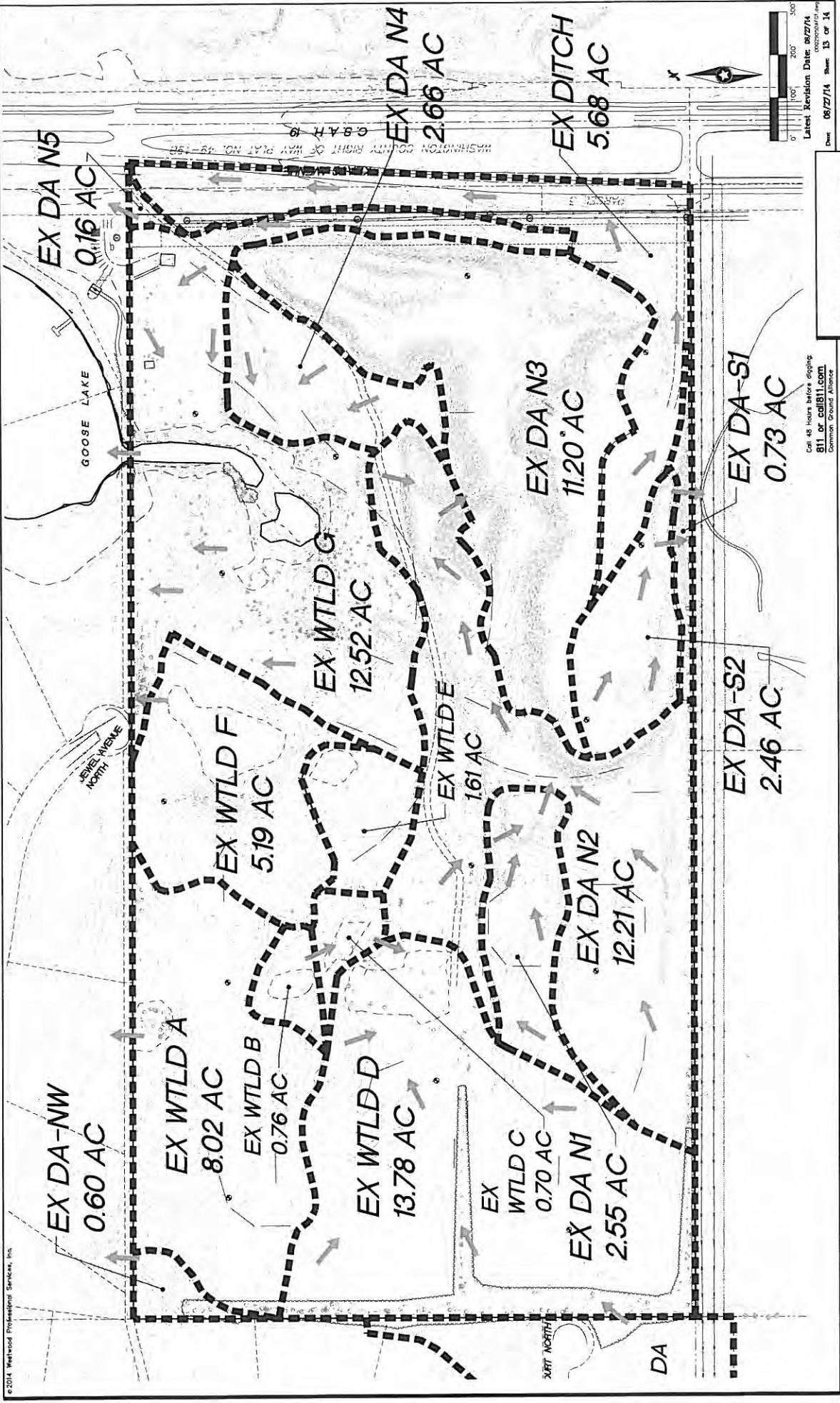
**Westcoast Professional Services, Inc.**  
 15000 Highway 101, Suite 100  
 Lake Elmo, MN 55120  
 Phone: 612-237-8888  
 Fax: 612-237-8889  
 Email: info@westcoastps.com  
 Website: www.westcoastps.com

**Ryland Homes**  
 7999 Anagram Drive  
 Eden Prairie, Minnesota 55344

**Hammes Property**  
 Lake Elmo, Minnesota

Prepared for:  
 Client: Ryland Homes  
 Project: Hammes Property  
 Date: 08/27/14  
 Sheet: 12 of 14





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Washington County Right of Way Plat No. 49-158  
 G.S.H. 8  
 0 100' 200' 300'

Latest Revision Date: 08/27/14  
 Date: 08/27/14 Sheet: 13 of 14

Call 48 hours before digging:  
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 Common Ground Alliance

**Ryland Homes**  
 7999 Arapahoe Drive  
 Eden Prairie, Minnesota 55344

**Hammes Property**  
 Lake Elmo, Minnesota

Prepared for:

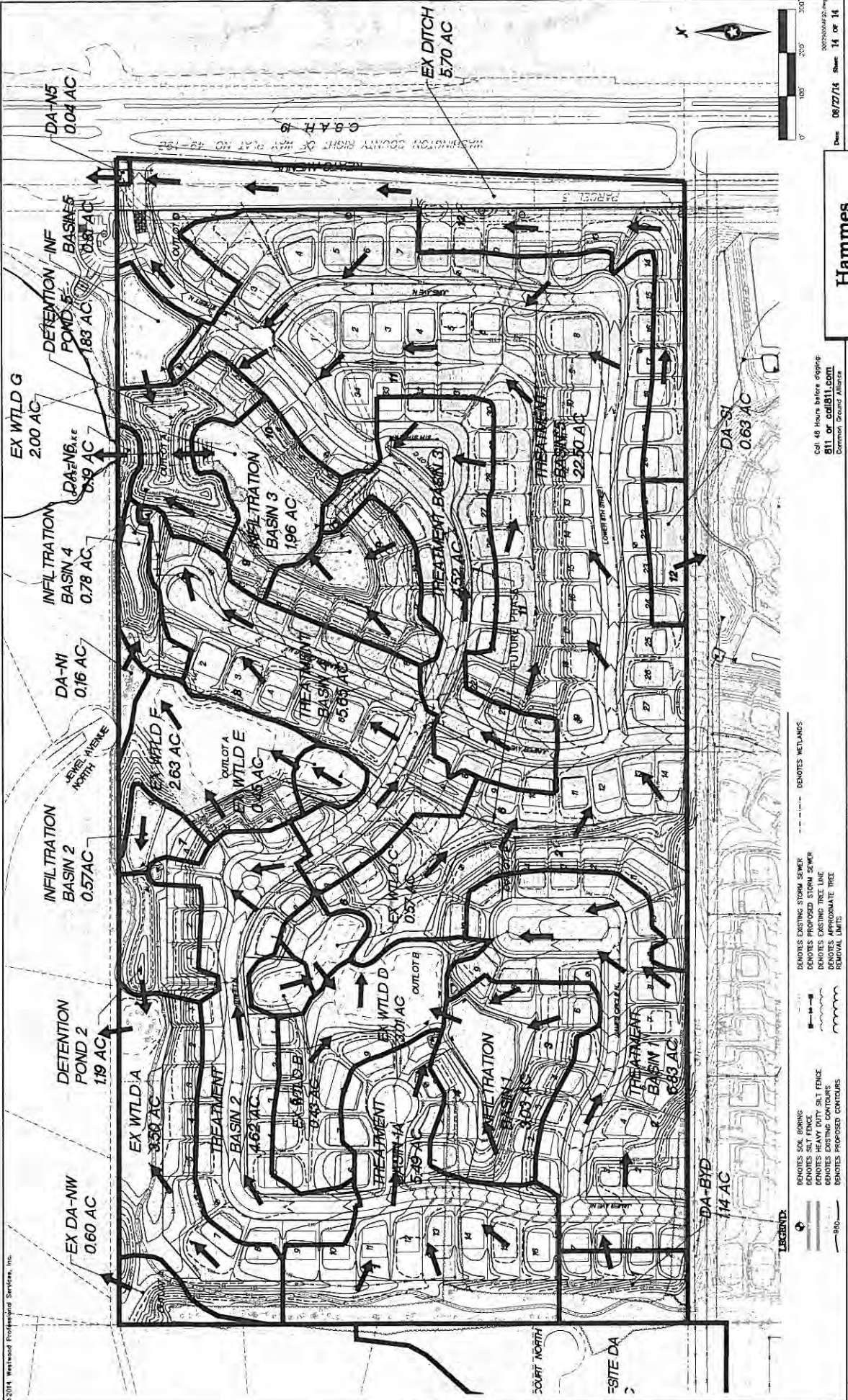
Client:	Project:
Drawn:	Scale:
Checked:	Sheet:
Approved:	Project No.:

I hereby certify that the information shown on this plan was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer in the State of Minnesota.  
 Ryan J. Gilliam  
 Date: 08/27/14 License No. 41257

Westwood Professional Services, Inc.  
 10000 Westwood Drive  
 Eden Prairie, MN 55344  
 Phone: 952-941-1344  
 Fax: 952-941-1345  
 Website: www.westwoodps.com







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WASHINGTON COUNTY RIGHT OF WAY PLAT NO. 49-182

PARCEL 3

EX DITCH 570 AC

DA-N5 0.04 AC

INFILTRATION BASIN 5 1.88 AC

INFILTRATION BASIN 6 0.89 AC

EX WILD G 2.00 AC

INFILTRATION BASIN 4 0.78 AC

INFILTRATION BASIN 3 1.96 AC

INFILTRATION BASIN 2 0.57 AC

INFILTRATION BASIN 1 3.03 AC

INFILTRATION BASIN 7 2.25 AC

INFILTRATION BASIN 8 0.63 AC

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INFILTRATION BASIN 100 0.57 AC

Call 48 Hours before digging:  
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 Common Ground Alliance

Hammes  
 Property  
 Lake Elmo, Minnesota

Ryland Homes  
 7990 Alhambra Drive  
 Eden Prairie, Minnesota 55344

Prepared for:

Checked	CS
Drawn	JK
Revised	PT
Revised	PT

LEGEND:

- ⊕ DENOTES SOIL BORING
- ⊕ DENOTES S&T FENCE
- ⊕ DENOTES HEAVY DUTY S&T FENCE
- ⊕ DENOTES EXISTING CONTOURS
- ⊕ DENOTES PROPOSED CONTOURS
- ⊕ DENOTES EXISTING STORM SEWER
- ⊕ DENOTES PROPOSED STORM SEWER
- ⊕ DENOTES EXISTING TREE LINE
- ⊕ DENOTES APPROXIMATE TREE REMOVAL LIMITS
- ⊕ DENOTES WETLANDS

Westwood Professional Services, Inc.  
 14000 Lake Park Drive, Suite 100  
 Eden Prairie, MN 55344  
 FAX: 952-941-5000  
 TEL: 952-941-5000  
 www.westwoodpro.com

Project No. 08/27/14 License No. 01237

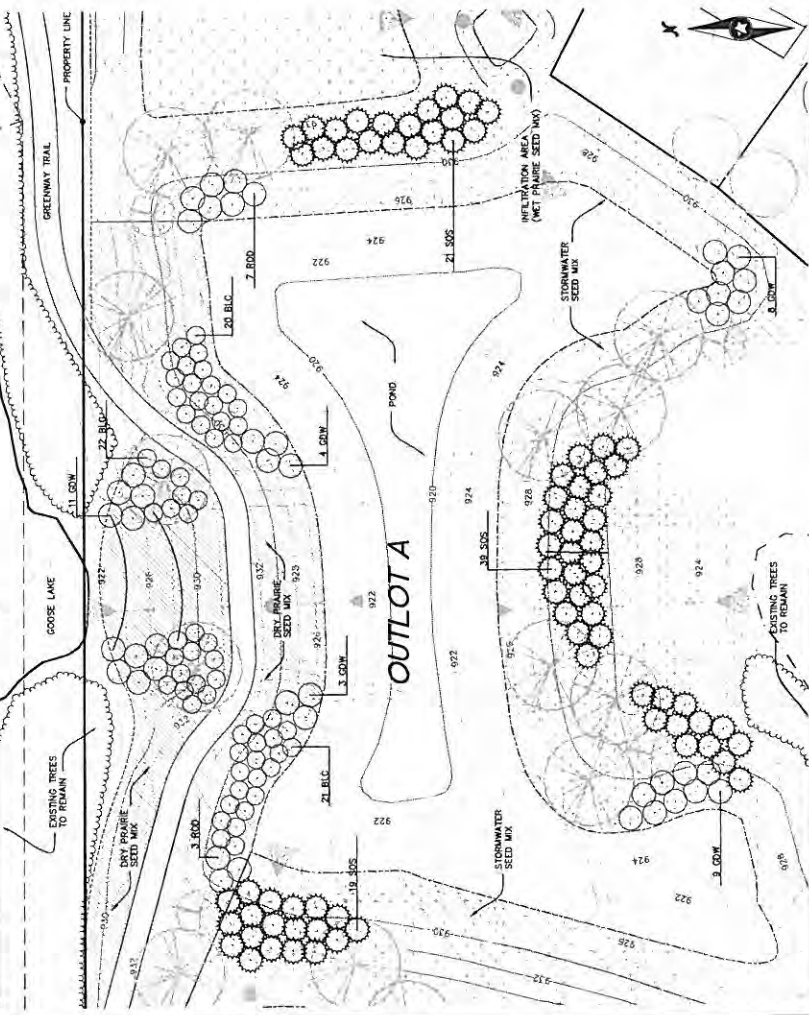








**Restoration Detail**

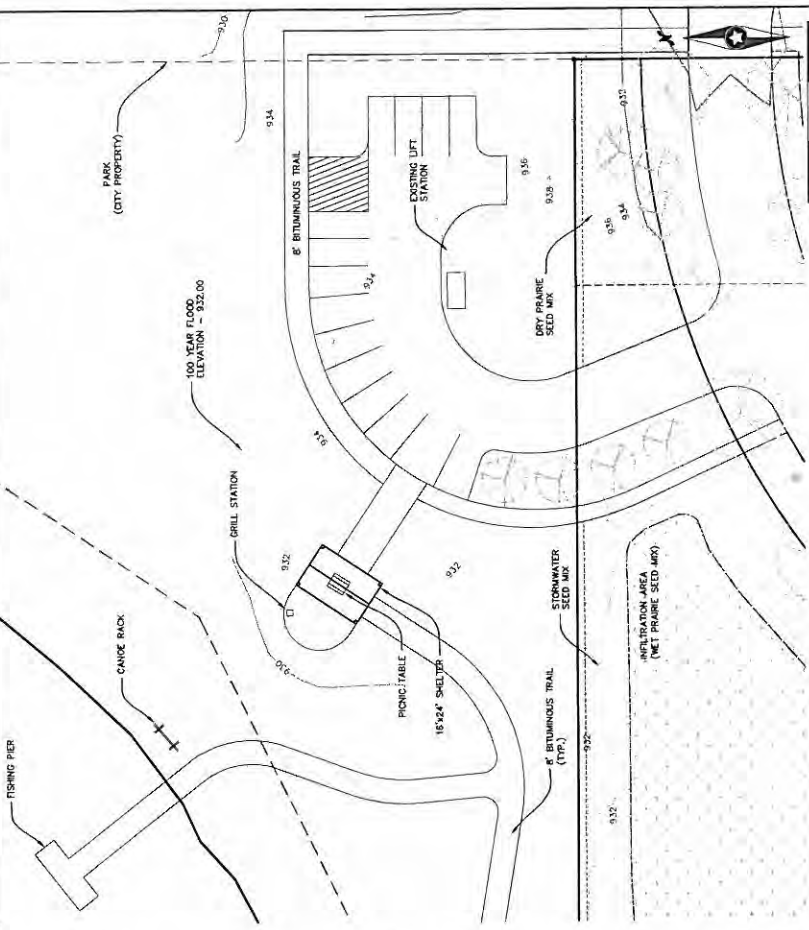


**Restoration Detail Final Plant Schedule**

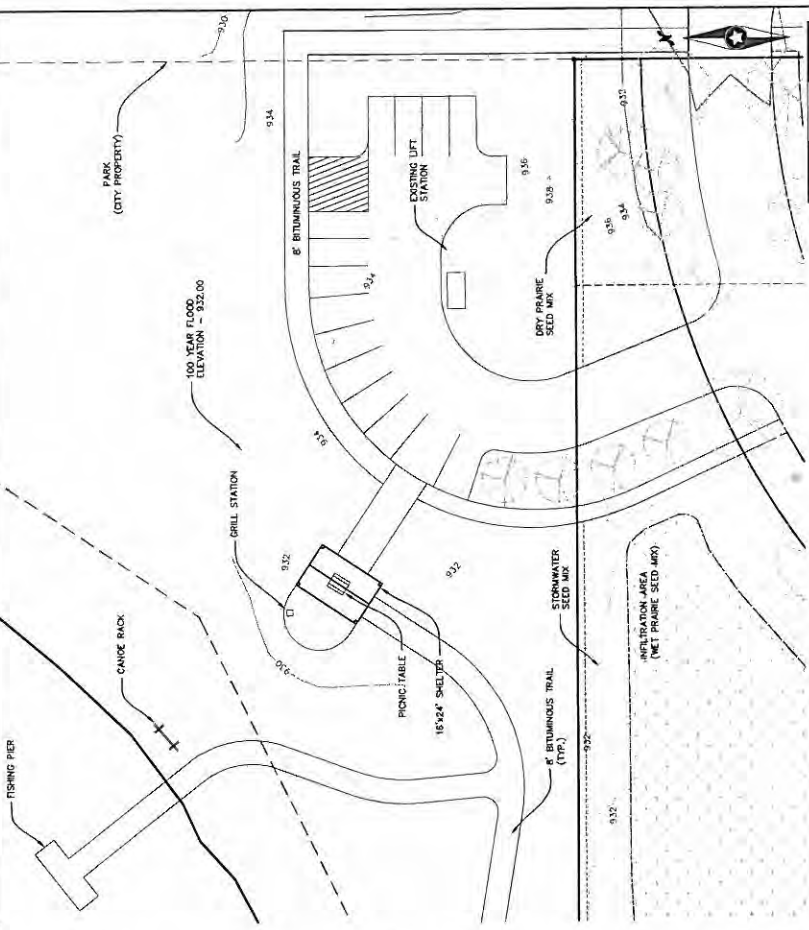
CODE	QTY	COMMON/SCIENTIFIC NAME	SIZE	SPACING	O.C.
SOS	79	Smooth Stomoxys / Blue gladiolus	1" CONT.	8'-0"	O.C.
B.C.	10	Red Chokeberry / Cornus latifolia	1" CONT.	8'-0"	O.C.
B.C.	63	Black Chokeberry / Arctostaphylos	1" CONT.	4'-0"	O.C.
BOS	16	Big Bluestem / Andropogon gerardii	1" CONT.	36"	O.C.
B.S.	9	Black Seed Sison / Rhus glabra	1" CONT.	18"	O.C.
B.C.	17	Prune Spine / Rubus idaeus	1" CONT.	18"	O.C.

NOTES: \* QUANTITIES ON PLAN SUPERSEDE LIST QUANTITIES IN THE EVENT OF A DISCREPANCY

**North Beat Park Plan**



**Restoration Detail**



**Restoration Detail Final Plant Schedule**

CODE	QTY	COMMON/SCIENTIFIC NAME	SIZE	SPACING	O.C.
SOS	79	Smooth Stomoxys / Blue gladiolus	1" CONT.	8'-0"	O.C.
B.C.	10	Red Chokeberry / Cornus latifolia	1" CONT.	8'-0"	O.C.
B.C.	63	Black Chokeberry / Arctostaphylos	1" CONT.	4'-0"	O.C.
BOS	16	Big Bluestem / Andropogon gerardii	1" CONT.	36"	O.C.
B.S.	9	Black Seed Sison / Rhus glabra	1" CONT.	18"	O.C.
B.C.	17	Prune Spine / Rubus idaeus	1" CONT.	18"	O.C.

NOTES: \* QUANTITIES ON PLAN SUPERSEDE LIST QUANTITIES IN THE EVENT OF A DISCREPANCY

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 Common Ground Alliance

Date: **09/17/14** Sheet: **3 of 4**  
 09/09/2014.dwg

**Hammes Property**  
 Lake Elmo, Minnesota

**Ryland Homes**  
 7099 Anagram Drive  
 Eden Prairie, Minnesota 55344

Final Landscape Details

Prepared for:

Design:	CM
Check:	CM
Draw:	MTL
Revised Drawing:	_____

Scale:	_____
North Arrow:	_____
Other:	_____

Date:	09/17/14	Sheet No.:	26971
-------	----------	------------	-------

Westwood Professional Services, Inc.  
 10000 Lake Elmo  
 Eden Prairie, MN 55344  
 Phone: 952.927.2000  
 Fax: 952.927.2001  
 Website: www.westwood.com

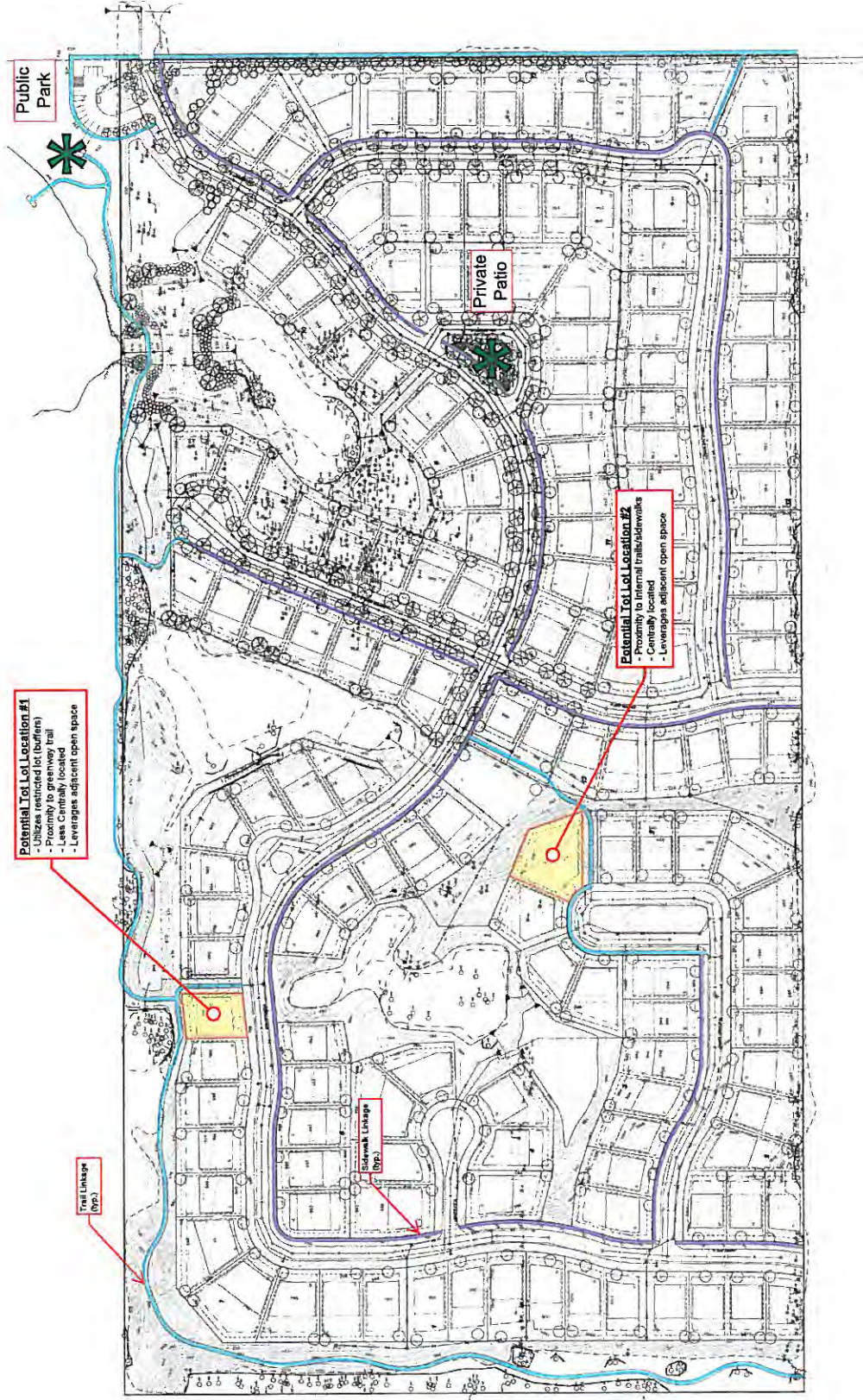
City of Lake Elmo  
 10000 Lake Elmo  
 Eden Prairie, MN 55344







# PARK LOCATION PLAN

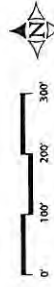


09-18-2014  
0002905

Westwood Professional Services  
10000 Park Drive  
Lake Park, MN 55341  
Tel: 612-311-8800  
Fax: 612-311-8801  
www.westwood.com

## HAMMES ESTATES

LAKE ELMO, MN





# 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.	651.300.4285

Date: September 18, 2014

To: Nick Johnson, City Planner  
Cc: Kyle Klatt, Planning Director  
From: Jack Griffin, P.E., City Engineer

Re: Hammes Estates  
Final Plat Review

An engineering review has been completed for the Hammes Estates development. Revised Preliminary Plans and Construction Plans were received on September 4, 2014. The submittal consisted of the following documentation prepared by Westwood Professional Services, Inc.:

- Preliminary Plan set (Plat Plan, Utility Plan, and Landscape Plans) dated 08.25.2014.
- Construction Grading, Drainage & Erosion Control Plans dated 08.27.2014.
- Construction Sanitary Sewer, Water Main, Storm Sewer and Streets dated 09.03.2014.
- Project Specification Manual dated May 2014.
- Preliminary Storm Water Runoff Narrative dated 08.07.2014.
- Plan revision response letter dated 08.28.2014.

**STATUS/FINDINGS: Engineering review comments are provided below as they may be related to the application for Final Plat or represent more significant design and constructability issues. Upon completion of these issues and granting of Final Plat, staff will resume a more detailed Construction Plan review.**

## PRELIMINARY AND FINAL PLAT COMMENTS

- Additional easements are required for the Preliminary and Final Plat as outlined within this memorandum.
- The Final Plat and Construction Plans should both be updated to include the Outlot ownership information. The Preliminary Plat indicated all Outlots to be dedicated to the City.
- Note: City utilities will be constructed within Outlot B as part of the first addition. Drainage and utility easements must be dedicated to the City of Lake Elmo as part of the First Addition Final Plat, including the drainage and utility easements over Outlot B.
- The development agreement should incorporate provisions to require the developer to oversee and address the 5 year invasive species monitoring requirements of the DNR Permit.
- Written permission must be provided from adjacent property owners for grading to extend beyond property lines.
- Written permission must be provided from the Savona development to allow an increase in peak discharge rate from the Hammes Site as proposed in the Stormwater Management Plan.
- Written approval to work within the Electrical Transmission Easement area must be provided prior to construction work.
- Final Grading Plans and Final Street and Utility Construction Plans must be completed and approved by the City Engineer prior to the start of construction. All construction plans must be in accordance with the Lake Elmo engineering design standards and plan format. Any changes proposed in the Lake Elmo

engineering design standards, standard details, plan notes, or specifications must be clearly identified in a "change request" letter by the developer's engineer and submitted for consideration.

#### UTILITY PLANS AND EASEMENTS

- In coordination with the City, a pressure reducing valve(s) must be constructed as part of the watermain improvements and located on an Outlot dedicated to the City.
- A 12-inch watermain stub must be extended east along Street 1 (8<sup>th</sup> Street North) to the intersection and County R/W of Keats Avenue for future extension to the east side of CSAH 19.
  - This 12-inch stub has been provided in the Final Construction Plan set for Phase 1, however it has not been corrected on the Preliminary Utility Plan dated 08.25. This correction must be included in the revised Preliminary Plans.
  - The future connection location for this 12-inch stub must be placed outside of the paved surface area of the new street.
- The 8-inch watermain line from the Street 8 cul-de-sac to the Street 9 cul-de-sac passes directly under infiltration basin 1 and does not maintain the state required 10-foot offset from storm sewer pipe. An alternate alignment or alternate loop connection must be determined as part of the revised Preliminary Plans. Additional easement must be provided on the Final Plat to accommodate this watermain location as it passes between lots.
- The sanitary sewer segment along the east side of Lot 6, Block 6 needs to move further east to maintain additional offset from the Lot 6 property line. This will result in a changed location for MH28 in the Final Construction Plans.
- Additional easement or pipe alignment adjustments are required at the northeast corner of Lot 1, Block 10 and along the rear yard of Lot 17, Block 11. Corrections are needed on both the revised Preliminary Plans and Final Construction Plans.
- Grading modifications are proposed above the City's existing sanitary sewer gravity and forcemain pipes along Keats Avenue. Show the proposed profile over these utilities and include the record drawing information provided in the Section 34 Water & Sewer Utility Extension Improvements. The existing conditions utilities must be revised on all plan sheets to correctly indicate their location.
- Show existing hydrant, 6-inch gate valve and box, and 12-inch x 6-inch reducer at the southern property line. Construction notes must be updated accordingly.

#### STORM SEWER SYSTEM

- The Preliminary storm sewer system plan did not comply with the City standard design requirements (minimum pipe cover significantly less than 3.5 feet). Preliminary storm sewer system plans must be revised to comply with City design standards.

#### CSAH 19 (KEATS AVENUE) IMPROVEMENTS

- Written documentation is required to demonstrate Washington County approval for the proposed access to Keats Avenue together with any County requirements.

#### WETLANDS AND WETLAND BUFFERS

- The VBWD does not allow impervious surfaces to be placed on wetlands or wetland buffers. The Plans must be revised so that the proposed Boardwalk Trail is constructed along the entire length of the trail that is located within the wetland buffer. Boardwalk construction details must be provided in the Final Construction Plans.
- The wetland buffer for Wetland G encroaches over the proposed storm water maintenance access road between Lot 6, Block 10 and Lot 12, Block 9. This buffer must be relocated to an area more acceptable to the preservation of buffer areas.

#### GRADING AND STORM WATER MANAGEMENT

- VBWD PERMIT: The project has received conditional permit approval through the VBWD. The applicant must revise and resubmit plans to the City as plan changes are made and resubmitted to the VBWD to

meet all conditions of the VBWD permit approval. The applicant must also submit to the City written documentation from the VBWD that the permit conditions have been satisfied prior to any construction work on the site.

- A VBWD permit must be obtained for the improvements at Goose Lake. Approval for these improvements have not been included in the Subdivision permit.
- A VBWD permit must be obtained for all Lots on Block 8 (Preliminary Plat) or Block 6 (Final Plat). Approval for these Lots have not yet been granted.
- Storm water facilities proposed as part of the site plan to meet VBWD permitting requirements must be constructed in accordance with the City Engineering Design Standards Manual.
- Flood protection measures must be incorporated for Lots 4, 5 and 6, Block 8 due to the Wetland E perched HWL. These lots are not yet permitted by the VBWD.
- Additional information is still needed to complete a review of the proposed storm water management plan and to verify the proposed grading.
  - Wetland A area: The existing HWL for Wetland A appears to extend north over the entire existing adjacent property. More information is needed to describe and verify the existing conditions in this area including the existing elevation of the adjacent home.
  - The Wetland A delineation must be shown on the plans.
  - Wetland A / Pond 2, Treatment Basin and Infiltration Basin 2 area: Place spot elevations at the high point enclosing Infiltration Basin 2 to ensure that the basin overflow routes west per the intended design.
- Storm water pond, infiltration basin, and wetland HWLs must be fully contained within Outlots. The 100-year HWL for Wetland G encroaches proposed Lots 4, 5 and 6, Block 10, and Lot 3, Block 9.
- The grade along the east side of Infiltration basin 5 must be raised along the park entrance road.
- The Park property improvements must be revised to better separate the public use area and the lift station utility area. See attached sketch for possible concept plan.
- The Park property trail from the Goose Lake berm to the picnic area is located below the 100-year HWL and in some locations appears to be below the DNR OHWL.



**Station #1**  
3510 Laverne Ave. No.  
Lake Elmo, MN 55042  
651-770-5006



**Station #2**  
4259 Jamaca Ave. No.  
Lake Elmo, MN. 55042  
651-779-8882

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**LAKE ELMO FIRE DEPARTMENT**

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September 18, 2014

After review of the HAMMES ESTATES FINAL PLAT – HAMMES WEST LLC, I have two areas of concern:

I have yet to receive final documentation showing that the previous soil contamination reported earlier this year has been mitigated. I recommend that the City not release the Final Plat for recording until the City has received the proper documentation related to the mitigation of the contamination.

Hydrant spacing seems to be well within our guidelines which I was very pleased to see. I would like to see the hydrant located in front of Lots 3 and 4, Block 6 on the west side of the Juniper Circle No. cul-de-sac be more equally spaced between the end of the road and the intersection at 8<sup>th</sup> St. No.

Reviewed by,

A handwritten signature in black ink, appearing to read 'Greg Malmquist', is written over a horizontal line.

Greg Malmquist, Fire Chief

*“Proudly Serving Neighbors & Friends”*

**Station #1**  
3510 Laverne Ave. No.  
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651-770-5006



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---

**LAKE ELMO FIRE DEPARTMENT**

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September 19, 2014

Review of the HAMMES ESTATES FINAL PLAT – HAMMES WEST LLC

This is a follow up to the review letter dated September 18, 2014. Let me start by thanking all parties involved for supplying all the requested documentation related to the soil clean up as requested and in such a timely manner. After reviewing the provided documentation, I followed up with the MPCA for assistance and guidance in deciphering the documentation and ensuring, for everyone's benefit, that all required procedures and processes had been followed in the mitigation of this site. In conversation with the MPCA I discovered that the specifics of this site would cause it to fall under their Brownfield Program.

At this time I am requiring that all documentation related to the mitigation of this site be sent to the MPCA Brownfield Program by the property owners or their representative for review. After review, a letter from the MPCA ensuring that the site has been properly mitigated will need to be provided to the city.

Sincerely,

Greg Malmquist, Fire Chief

*"Proudly Serving Neighbors & Friends"*





LANDSCAPE ARCHITECTURE INCORPORATED  
WWW.LANDARCINC.COM

## **HAMMES PROPERTY – DESIGN REVIEW REPORT** **LAKE ELMO, MN**

**LANDSCAPE ARCHITECTURAL DESIGN REVIEW DATED SEPTEMBER 10<sup>TH</sup>, 2014**

REVIEWED PLAN SET DATED AUGUST 25<sup>TH</sup>, 2014

### ***Required Action Items by Hammes Project Team***

1. The plan is in compliance with the landscape requirements. Since this preliminary plan doesn't call out each plant per location on plan, we are excited to look at the next generation of plan development which will have that level of specification for our review.
2. Where Colorado Green Spruce is specified: please replace with Norway Spruce.
3. Where possible, we would encourage planted islands in the cul-de-sacs within the development to reduce impervious surfaces and create a safer streetscape environment.
4. Please provide more information on the walls specified on the plans. Our preference is natural materials such as locally quarried stone or stone derived from the site construction process if appropriate in scale and geology.
5. Project Landscape Architect to provide landscape irrigation plans for all commonly held HOA & City R.O.W. areas.

**SINCERELY,**

**LANDSCAPE ARCHITECTURE, INC.**

STEPHEN MASTEY, ASLA, CLARB, LEED AP BD+C  
**DIRECTOR OF DESIGN**



LANDSCAPE ARCHITECTURE INCORPORATED  
WWW.LANDARCINC.COM

## **HAMMES PROPERTY – DESIGN REVIEW REPORT** **LAKE ELMO, MN**

**LANDSCAPE ARCHITECTURAL DESIGN REVIEW DATED SEPTEMBER 18<sup>TH</sup>, 2014**

REVIEWED PLAN SET DATED SEPTEMBER 17<sup>TH</sup>, 2014

### ***Required Action Items by Hammes Project Team***

1. The plan is in compliance with the landscape requirements.
2. Where Red Gnome Dogwood is specified: please replace with another shrub selection that is a hardier choice.
3. Please provide more detailed landscape information for North East Park.
4. Please provide more detailed information on entry monuments & signage proposed.
5. Please provide more detail on the hardscape materials and site furnishings proposed in Outlot C.
6. Provide landscape irrigation plans for all commonly held HOA & City R.O.W. areas.

**SINCERELY,**

**LANDSCAPE ARCHITECTURE, INC.**

STEPHEN MASTEY, ASLA, CLARB, LEED AP BD+C  
**DIRECTOR OF DESIGN**

**VALLEY BRANCH WATERSHED DISTRICT  
PERMIT APPLICATION**

TO BE COMPLETED BY VBWD:  
 PERMIT NUMBER 2014-07  
 PERMIT FEE RECEIVED \$15,500  
 DATE RECEIVED March 7, 2014

Return application to  
 John Hanson  
 Barr Engineering Company  
 Engineers for the Valley Branch Watershed District  
 4700 West 77<sup>th</sup> Street  
 Edina, MN 55435-4803



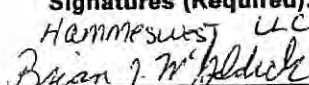
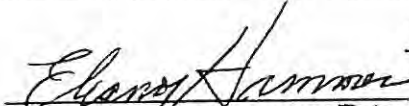
A permit fee shall accompany this permit, unless waived by the Board of Managers.  
 (Governmental Bodies are not required to pay a fee.)

Project Information		Applicant Information	
Name of Project: Hammes Property		Name: Hammes West LLC	
Purpose of Project: Single-Family subdivision to create 165 lots		Brian McCaldeck	
Project Location (street address, if known; otherwise, major intersection): Westside of Keats Avenue, south of Goose Lake		Address: 36 moonlight B&T	
City or Township: Lake Elmo		City, State, Zip: Stillwater, MN 55082	
Legal Description (proof of ownership required): PID: See attached survey Section: 34 Township: 29 Range: 21		Phone: 651-387-1000	
Project Timeline: Start Date: 4/15/2014 Completion Date: 10/31/2016		Fax:	
Authorized Agent Information		Owner Information (if different than Applicant)	
Name: Ryan Bluhm		Name: Ellie Hammes	
Business Name: Westwood Professional Services		Address: 1187 Frost Avenue	
Address: 7699 Anagram Drive		City, State, Zip: Maplewood, MN 55001	
City, State, Zip: Eden Prairie, MN 55344		Phone: 657-436-8656	
Phone: 952-906-7432		Fax: N/A	
Fax: 952-937-5822		Email: N/A	
Email: ryan.bluhm@westwoodps.com			

Once a Valley Branch Watershed District permit has been approved, the permit conditions will be attached to the back of this form.

By signing this permit application, the permit applicant, his/her agent, and owner (hereinafter "Permittee") shall abide by all the conditions set by the Valley Branch Watershed District (VBWD). All work which violates the terms of the permit by reason of presenting a serious threat of soil erosion, sedimentation, or an adverse effect upon water quality or quantity, or violating any rule of the VBWD may result in the VBWD issuing a Stop Work Order which shall immediately cause the work on the project related to the permit to cease and desist. All work on the project shall cease until the permit conditions are met and approved by the VBWD representatives. In the event Permittee contests the Stop Work Order issued by the VBWD, Permittee shall attend a VBWD Board of Managers meeting and discuss the project. Any attorney fees, costs, or other expenses incurred on behalf of the VBWD in enforcing the terms of the permit shall be the sole expense of the permit applicant. Costs shall be payable from the permit applicant's permit fee. If said fees exceed the permit amount, the Permittee shall have ten (10) days from the date of receipt of the invoice from the VBWD to pay for the cost incurred in enforcing the permit, by which to pay the VBWD for said costs. If costs are not paid within the ten (10) days, the VBWD will draw on the permit applicant's surety. The Permittee agrees to be bound by the terms of the final permit and conditions required by the VBWD for approval of the permit. The permit applicant further acknowledges that he/she has the authority to bind the owner of the property and/or any entity performing the work on the property pursuant to the terms of the VBWD permit, and shall be responsible for complying with the terms of the VBWD permit.

**Signatures (Required):**

 3/7/14  
 Applicant/Date
  3/7/14  
 Owner (if different than Applicant)/Date
 \_\_\_\_\_  
 Owner's Authorized Agent/Date



LINCOLN FETCHER • DAVID BUCHECK • DONALD SCHEEL • DALE BORASH • RAY LUCKSINGER

August 25, 2014



Brian McGoldrick  
Hammes West, LLC  
36 Moonlight Bay  
Stillwater, MN 55082

**Re: Hammes Property: Lake Elmo, Minnesota  
VBWD Permit #2014-07**

Dear Mr. McGoldrick:

Enclosed is the Valley Branch Watershed District (VBWD) permit for your project. Please note the following conditions imposed by the Managers, which are also listed on the back of the permit.

1. This permit is not valid until the permit applicant submits documentation from the owner of the Savona development that he/she will allow an increase in the peak discharge rate from the Hammes site.
2. This permit is not valid until a maintenance agreement in the general format of Appendix B of the VBWD Rules is submitted to and approved by the VBWD Attorney and fully executed.
3. This permit does not allow any impervious surface (other than the outlet pipe and riprap of Pond 5) to be constructed within 25 feet of Elevation 924.4 of Goose Lake. This permit does not allow for the construction of the proposed parking lot and structure at the southeast corner of Goose Lake. The proposed boardwalk must conform to all applicable standards.
4. Wetland buffer signage must be installed as required by the VBWD Rules and Regulations. Specifications for the proposed signs shall be submitted and approved by the VBWD prior to installation.
5. Plans must be revised to include draitile around the perimeters of the proposed homes on Lots 1-3 of Block 9. This permit does not allow any homes to be constructed on Block 8. To ensure any homes constructed on Block 8 are protected from groundwater, at least 3 soil borings down to Elevation 924 must be constructed between Wetland F and the proposed building pads. Soil boring logs that include the Unified Soil Classification and any encountered water levels must be submitted.
6. The required fee and surety shall be submitted prior to construction. This permit is not valid until the permit fee and surety are submitted.





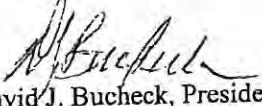
7. Prior to any construction, a construction sequencing plan shall be submitted, approved, and followed. The construction sequencing plan shall ensure that the project conforms to all VBWD Rules and Regulations throughout construction.
8. This permit is not transferable.
9. This permit is subject to obtaining all other permits required by governmental agencies having jurisdiction (including a NPDES permit).
10. The VBWD Engineer and Inspector shall be notified at least 3 days prior to commencement of work.
11. Erosion controls shall be installed prior to the commencement of grading operations and must be maintained throughout the construction period until turf is established. Additional erosion controls may be required, as directed by the VBWD Inspector or VBWD Engineer.
12. The following additional erosion controls shall be implemented on the site:
  - a. All proposed slopes 3 feet horizontal to 1 foot vertical (3H:1V) should be covered with erosion-control blanket.
  - b. Silt fence should follow existing contours as closely as feasible to limit the potential for gully erosion along the edges.
  - c. Any sediment that collects in storm sewers, ponds, or other water management features shall be removed.
  - d. If erosion occurs at the outlets of the storm sewer pipes, the applicant will be responsible for correcting the problem to the satisfaction of the VBWD.
13. To prevent soil compaction, the proposed infiltration area shall be staked off and marked during construction to prevent heavy equipment and traffic from traveling over it. If the infiltration facility is in place during construction activities, sediment and runoff shall be kept away from the facility, using practices such as diversion berms and vegetation around the facility's perimeter. The infiltration facility shall not be excavated to final grade until the contributing drainage area has been constructed and fully stabilized. The final phase of excavation shall remove all accumulated sediment and be done by light, tracked equipment to avoid compaction of the basin floor. To provide a well-aerated, highly porous surface, the soils of the basin floor shall be loosened to a depth of at least 24 inches to a maximum compaction of 85% standard proctor density prior to planting.
14. All disturbed areas shall be vegetated within 14 days of final grading.
15. The applicant is responsible for removal of all temporary erosion-control measures, including silt fence, upon establishment of permanent vegetation at the project site, as determined by the VBWD Engineer and/or Inspector.
16. Valley Branch Watershed District shall be granted drainage easements, which cover: (a) land adjacent to stormwater management facilities, wetlands, and lowlands up to their 100-year flood elevations and (b) all ditches, storm sewers, and maintenance access to the stormwater management facilities.



17. The minimum floor elevations for all buildable lots in the development shall be recorded in a Declaration of Covenants and Restrictions or on the final plat.
18. The required drainage easements and access easements shall be recorded with the Washington County Recorder's Office.
19. Return or allowed expiration of any remaining surety and permit close out is dependent on the permit holder providing proof that all required documents have been recorded (including but not limited to easements) and providing as-built drawings that show that the project was constructed as approved by the Managers and in conformance with the VBWD rules and regulations.

Thank you for your cooperation with the District's permit program.

Sincerely,

  
David J. Bucheck, President  
Valley Branch Watershed District

DJB/ymh  
Enclosure

- c: Ray Marshall, VBWD Attorney
- Ray Roemmich, VBWD Inspector
- Molly Shodeen, MDNR
- Kyle Klatt, City Planning Director—City of Lake Elmo
- Jack Griffin, City Engineer, FOCUS Engineering—City of Lake Elmo
- Building Inspector—City of Lake Elmo
- Ryan Bluhm, Westwood Professional Services—Authorized Agent
- Ellie Hammes—Owner
- Nathan Campbell, Corps of Engineers
- Brad Johnson, MDNR
- Jed Chesnut, Washington Conservation District
- Brooke Haworth MDNR
- Ben Meyer, Minnesota Board of Water and Soil Resources
- Karen Wold, Barr Engineering Company
- Yvonne Huffman, Barr Engineering Company



**Permit Number**  
**2015-0193**

## Public Waters Work Permit

**Expiration Date: 08/27/2016**

Pursuant to Minnesota Statutes, Chapter 103G, and on the basis of statements and information contained in the permit application, letters, maps, and plans submitted by the applicant and other supporting data, all of which are made part hereof by reference, **PERMISSION IS HEREBY GRANTED** to the applicant to perform actions as authorized below.

<b>Project Name:</b> Goose Lake shoreland berm	<b>County:</b> Washington	<b>Watershed:</b> Lower St. Croix River	<b>Resource:</b> Sand/Gravel Pit: Sand/Gravel Pit; Ditch: Ditch; Wetland: Goose (South) (82011302)
<b>Purpose of Permit:</b> Harbor/Slip/Channel/Ditch Fill		<b>Authorized Action:</b> Place approximately 3,000 cubic yards of clean inorganic fill to create ditch block at the south end of Goose Lake to restore the shoreline to disconnect previously excavated gravel pit section from the lake; in accordance with plans received with the permit application 07-29-2014 and 08-06-2014.	
<b>Permittee:</b> HAMMES WEST LLC CONTACT: HAMMES, MR. 36 MOONLIGHT BAY STILLWATER, MN 55082 (651) 436-8656		<b>Authorized Agents (2):</b>  KELLY BOPRAY N7831 920TH STREET RIVER FALLS, WI 54022 (715) 307-4577 kjbopray@yahoo.com  JAMES GASPERINI 3121 ST. CROIX TRAIL SOUTH AFTON, MN 55001 (651) 436-8656 alo@aftonlaw.net	
<b>Property Description (land owned or leased or where work will be conducted):</b> UTM zone 15N, 507429m east, 4978468m north (centroid), SENE of Section 34, T29N, R21W			
<b>Authorized Issuer:</b> Molly Shodeen	<b>Title:</b> Area Hydrologist	<b>Issued Date:</b> 08/27/2014	<b>Effective Date:</b> 08/27/2014
		<b>Expiration Date:</b> 08/27/2016	

This permit is granted **subject** to the following **CONDITIONS**:

**APPLICABLE FEDERAL, STATE, OR LOCAL REGULATIONS:** The permittee is not released from any rules, regulations, requirements, or standards of any applicable federal, state, or local agencies; including, but not limited to, the U.S. Army Corps of Engineers, Board of Water and Soil Resources, MN Pollution Control Agency, watershed districts, water management organizations, county, city and township zoning.

**NOT ASSIGNABLE:** This permit is not assignable by the permittee except with the written consent of the Commissioner of Natural Resources.

**NO CHANGES:** The permittee shall make no changes, without written permission or amendment previously obtained from the Commissioner of Natural Resources, in the dimensions, capacity or location of any items of work authorized hereunder.

## **CONDITIONS** *(Continued from previous page)*

**SITE ACCESS:** The permittee shall grant access to the site at all reasonable times during and after construction to authorized representatives of the Commissioner of Natural Resources for inspection of the work authorized hereunder.

**TERMINATION:** This permit may be terminated by the Commissioner of Natural Resources at any time deemed necessary for the conservation of water resources of the state, or in the interest of public health and welfare, or for violation of any of the conditions or applicable laws, unless otherwise provided in the permit.

**COMPLETION DATE:** Construction work authorized under this permit shall be completed on or before the date specified above. The permittee may request an extension of the time to complete the project by submitting a written request, stating the reason thereof, to the Commissioner of Natural Resources.

**WRITTEN CONSENT:** In all cases where the permittee by performing the work authorized by this permit shall involve the taking, using, or damaging of any property rights or interests of any other person or persons, or of any publicly owned lands or improvements thereon or interests therein, the permittee, before proceeding, shall obtain the written consent of all persons, agencies, or authorities concerned, and shall acquire all property, rights, and interests needed for the work.

**PERMISSIVE ONLY / NO LIABILITY:** This permit is permissive only. No liability shall be imposed by the State of Minnesota or any of its officers, agents or employees, officially or personally, on account of the granting hereof or on account of any damage to any person or property resulting from any act or omission of the permittee or any of its agents, employees, or contractors. This permit shall not be construed as estopping or limiting any legal claims or right of action of any person other than the state against the permittee, its agents, employees, or contractors, for any damage or injury resulting from any such act or omission, or as estopping or limiting any legal claim or right of action of the state against the permittee, its agents, employees, or contractors for violation of or failure to comply with the permit or applicable conditions.

**EXTENSION OF PUBLIC WATERS:** Any extension of the surface of public waters from work authorized by this permit shall become public waters and left open and unobstructed for use by the public.

**WETLAND CONSERVATION ACT:** Where the work authorized by this permit involves the draining or filling of wetlands not subject to DNR regulations, the permittee shall not initiate any work under this permit until the permittee has obtained official approval from the responsible local government unit as required by the Minnesota Wetland Conservation Act.

**CONTRACTOR RESPONSIBILITY:** The permittee shall ensure the contractor has received and thoroughly understands all conditions of this permit. Contractors must obtain a signed statement from the property owner stating that permits required for work have been obtained or that a permit is not required, and mail a copy of the statement to the regional DNR Enforcement office where the proposed work is located. The Landowner Statement and Contractor Responsibility Form can be found at: <http://www.bwsr.state.mn.us/wetlands/wca/index.html#general>.

**INVASIVE SPECIES - EQUIPMENT DECONTAMINATION:** All equipment intended for use at a project site must be free of prohibited invasive species and aquatic plants prior to being transported into or within the state and placed into state waters. All equipment used in designated infested waters, shall be inspected by the Permittee or their authorized agent and adequately decontaminated prior to being transported from the worksite. The DNR is available to train inspectors and/or assist in these inspections. For more information refer to the "Best Practices for Preventing the Spread of Aquatic Invasive Species" at [http://files.dnr.state.mn.us/publications/ewr/invasives/ais/best\\_practices\\_for\\_prevention\\_ais.pdf](http://files.dnr.state.mn.us/publications/ewr/invasives/ais/best_practices_for_prevention_ais.pdf). Contact your regional Invasive Species Specialist for assistance at [www.mndnr.gov/invasives/contacts.html](http://www.mndnr.gov/invasives/contacts.html). A list of designated infested waters is available at [http://files.dnr.state.mn.us/eco/invasives/infested\\_waters.pdf](http://files.dnr.state.mn.us/eco/invasives/infested_waters.pdf). A list of prohibited invasive species is available at [www.mndnr.gov/eco/invasives/laws.html#prohibited](http://www.mndnr.gov/eco/invasives/laws.html#prohibited).

**EROSION AND SEDIMENT CONTROL:** In all cases, methods that have been determined to be the most effective and practical means of preventing or reducing sediment from leaving the worksite shall be installed in areas that slope to the water and on worksite areas that have the potential for direct discharge due to pumping or draining of areas from within the worksite (e.g., coffer dams, temporary ponds, stormwater inlets). These methods, such as mulches, erosion control blankets, temporary coverings, silt fence, silt curtains or barriers, vegetation preservation, redundant methods, isolation of flow, or other engineering practices, shall be installed concurrently or within 24 hours after the start of the project, and will be maintained for the duration of the project in order to prevent sediment from leaving the worksite. DNR requirements may be waived in writing by the authorized DNR staff based on site conditions, expected weather conditions, or project completion timelines.

**FISHERY PROTECTION - EXCLUSION DATES:** No activity affecting the bed of the protected water may be conducted between March 15 and June 30, to minimize impacts on fish spawning and migration. If work during this time is essential,



**CONDITIONS** (Continued from previous page)

it shall be done only upon written approval of the Area Fisheries Manager. See contact list at: [http://files.dnr.state.mn.us/fisheries/management/dnr\\_fisheries\\_managers.pdf](http://files.dnr.state.mn.us/fisheries/management/dnr_fisheries_managers.pdf). Should work begin elsewhere in the project area within these dates, all exposed soils that are within 200 feet of Public Waters and drain to those waters must complete erosion control measures within 24 hours of its disturbance to prevent sediment from entering Public Waters.

**MAINTENANCE:** Maintenance of this project to originally authorized conditions may be authorized by amendment to this permit.

**MONITORING:** The filled area shall be monitored for invasive species for a period of 5 years while the native vegetation is established. Planted area shall be monitored for species survival and replanted as necessary to maintain a robust planting.

**FLOATING SILT CURTAIN:** A floating silt curtain shall be placed in Goose Lake and maintained until the berm is stabilized with appropriate native vegetation.

---

cc: Scott Arntzen, Conservation Officers, Forest Lake  
Jed Chesnut, SWCD  
Brooke Haworth, DNR Regional Environmental Assessment Ecologist, Region 3  
Tim Marion, DNR Wildlife, North Metro  
TJ DeBates, DNR Fisheries, East Metro Area  
Michael Welling, County, Washington  
John Hanson, Watershed District, VALLEY BRANCH WD  
Tom Hingsberger, Corps of Engineers, Washington  
Jay Riggs, SWCD, Washington Conservation District  
Dean Zuleger, City, Lake Elmo

## MINUTES

### City of Lake Elmo Park Commission Monday, July 21, 2014

**Members Present:** Hartley, Nelson, Ames, Weis, Zeno, Silvernale, Hietpas (6:34 pm)

**Members Absent:** Steele, Frick

**Others Present:** Planning Commissioner Larson, Taxpayer Relations & Communications Coordinator MacLeod, PWS Bouthilet, Park Maintainer Colemer, Councilmember Reeves, City Administrator Zuleger, Planning Intern Catherine Riley

The meeting was called to order by Chair Weis at 6:30 PM.

#### Approval of Agenda

Ames asked to add an item after VI.c - Sunfish Lake Park task force to discuss maintenance and entrance issues in park areas 2 & 3.

**M/S/P: Hartley/Ames: Approved as amended 6-0**

#### Approval of June 16, 2014 Minutes

Ames asked to change the word "toilet" to "toilets" on page three under item b.

**M/S/P: Ames/Hartley: Approved as amended 6-0**

#### Presentations

##### **a. 2014 Trail Audit - Riley**

Riley presented a trail audit packet that she has worked on. The plan discussed benefits of trails in a community, and emphasized the importance that the city trail system tie into regional trail systems. The audit was conducted on existing and future trails and detailed quality and material of the trails, rated on the PASER system.

Ames stated that he thought Riley did a great job, and felt it was a helpful update and provides insight that hadn't been addressed before. Ames asked if it would be appropriate to consider the trail system within the park reserve. Riley responded that there would likely be a lot of red tape to navigate around, but thought that it would be worth opening up that discussion. Ames referenced the existing trail system and felt that it was not an actual system, but more a series of groupings. He expressed that they need to be mindful going forward to make sure that they trails are connecting. Ames suggested that incoming developers are told up front about the philosophy to connect trails outside for each neighborhood.

Zuleger commented that the new 5<sup>th</sup> Street plan would include a connecting trail and felt that the key was to continue to work on the Lake Elmo Regional trail system.

Ames thought it might be worth approaching HOAs to see if they would like the City to take over maintenance of their private trails, as there is a high cost to maintain them. Riley responded that the planning department has approached HOAs about trail ownership and have received a mixed response, some negative. Zuleger stated that if the city were to take over maintenance on the trails, it is assumed that they would become public trails, and some HOAs are against that; would like to keep their trails private

Zeno added that he didn't think acquisition of HOA trails needed to be an all or nothing thing. That some of the HOA trails wouldn't necessarily contribute to the regional trail plan. Zeno also commented that if HOAs refused to make their trails public he advises that the City would build the trail system around those neighborhoods.



**a. Park Sign Update (MacLeod)**

MacLeod shared that two signs were finished (Reid and Pebble) and picked up earlier that day. The rest of the signs are anticipated to be completed by the first week of August, with Sunfish Lake Park being the next in line for completion. An amenity panel for one of the signs was in the council chambers for the commission to view.

**b. LERT Update (Weis)**

Weis stated that city planner Johnson has continued to talk to Washington County and that they are working on the west side access plan. Zuleger added that the LERT is currently on hold but the city has been talking with the county about being incorporated into the master plan to be considered by the Met Council. Zuleger added that Met Council Park and Open Space Chair, former Mayor Johnston, recently dropped off a copy of the master plan, which has been serving as a guide for next steps.

Hietpas referenced the search corridor and stated that the LERT was not currently part of that plan. She commented that regionally, there are a lot of trails going on in other areas, but hardly anything in Washington County and she would like to see more priority placed on Lake Elmo trails at a county level. Weis commented on other communities coming forward and that trail plan requests are becoming more prevalent in the county.

Ames asked what the next steps are. Zuleger responded that the city has been requesting that the search corridor be included as a key corridor in the county's trail plan between Oakdale and Stillwater, connecting to a regional park. The City is continuing to have conversations with the county about the best way to access the Lake Elmo Park Reserve. Weis has offered to present the LERT presentation to the County to keep the ball rolling. He emphasized that it is important to get included in the plan because it will open up a lot of funding opportunities.

**c. Hammes Park Space (Zuleger)**

Zuleger stated that there was an item not on the agenda that needed to be addressed: The Hammes subdivision park space. To recap, Zuleger shared that per previous discussion and in response to the commission's request, the Hammes developers had placed the park in the northwest corner of the development near Keats Avenue and Goose Lake. The proposed park space includes a fishing pier, shelter, grill, parking lot and is also where the lift station is located. Currently the plan does not include a play structure, which was initially requested by the park commission as a condition of approval. The Hammes developers are seeking input from the commission as to what type of play structure to include, and if they could receive credit for parkland dedication if the structure was included. Zuleger continued to point out additional green/meeting spaces within the development and the 100' buffer perimeter per the comp plan (including a trail).

Ames thought he remembered a small park internally in the neighborhood that would have a play structure. He is not sure that a play structure near a 55 mph roadway is a good place for a play structure. Ames also questioned where neighborhood children would play, as lot sizes looked small to consider private play sets.

Zuleger pointed out that the Lake Elmo Park Reserve was located a mile north of the development, with a phenomenal play set. Ames stated that he didn't feel current playgrounds were within reasonable walking distance for residents. Hietpas shared that she didn't feel that the green spaces included throughout the development were large enough for community meeting spaces.

Zuleger pointed out the location of neighboring parks in Stonegate and Lennar neighborhoods.

The commission requested that a location central in the neighborhood be considered for play structure placement. Zuleger said that he would forward their comments to the developers.

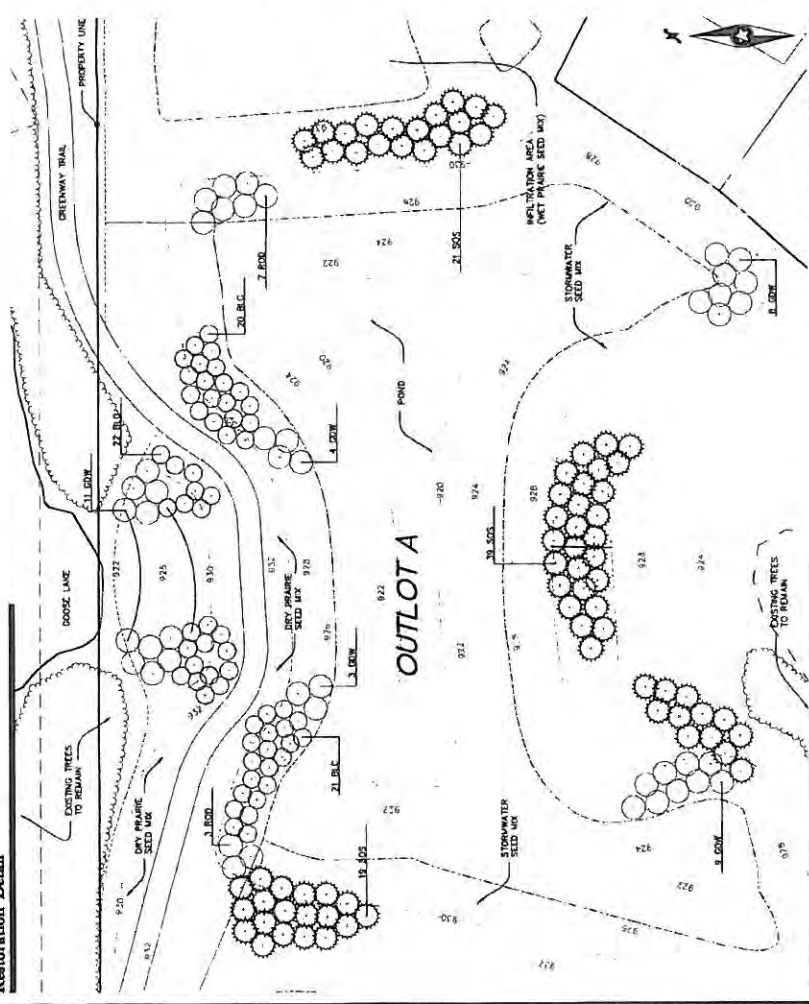
**Meeting adjourned at 9:54 PM**

Respectfully Submitted,  
Alyssa MacLeod, Recording Secretary



**Restoration Detail**

**North East Park Plan**



**Restoration Detail Final Plant Schedule**

CODE	QTY	COMMON/ABBREVIATED NAME	SIZE	SPACING	O.C.
21.B.C.	15	Black Cherry / <i>Prunella serotina</i>	12" DBH	15' x 15'	12" O.C.
21.S.O.S.	10	Red Cedar / <i>Juniperus horizontalis</i>	8" DBH	8' x 8'	8" O.C.
21.P.A.R.K.	10	Red Cedar / <i>Juniperus horizontalis</i>	8" DBH	8' x 8'	8" O.C.
21.S.O.S.	10	Red Cedar / <i>Juniperus horizontalis</i>	8" DBH	8' x 8'	8" O.C.
21.S.O.S.	10	Red Cedar / <i>Juniperus horizontalis</i>	8" DBH	8' x 8'	8" O.C.
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21.S.O.S.	10	Red Cedar / <i>Juniperus horizontalis</i>	8" DBH	8' x 8'	8" O.C.

NOTES: \* QUANTITIES ON PLAN SUPERSEDE LIST QUANTITIES IN THE EVENT OF A DISCREPANCY

STANDARD PLAN NOTES

CITY OF LAKE ELMO

CITY OF LAKE ELMO

STANDARD PLAN NOTE

CITY OF LAKE ELMO

**Westwood**

Westwood Professional Services, Inc.  
 10000 Westwood Blvd.  
 Suite 100  
 Lake Elmo, Minnesota 55049  
 Phone: 952.461.1111  
 Fax: 952.461.1112  
 www.westwoodps.com

Prepared for:

Client: \_\_\_\_\_  
 Designer: \_\_\_\_\_  
 Project Number: \_\_\_\_\_

Proposed for:

Client: \_\_\_\_\_  
 Designer: \_\_\_\_\_  
 Project Number: \_\_\_\_\_

**Ryland Homes**

7999 Augsburg Drive  
 Eden Prairie, Minnesota 55344

**Hammes Property**

Lake Elmo, Minnesota

Date: 09/17/14 Sheet 3 of 4

Call 48 hours before digging  
 811 or call(811.com)  
 Common Ground Alliance

10/20/2014 1:41





Element Materials Technology  
662 Cromwell Avenue  
St Paul, MN  
55114-1720 USA

P 651 645 3601  
F 651 659 7348  
T 888 786 7555  
info.stpaul@element.com  
element.com

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**Hammes Estates Development  
Located West Of Keats Avenue North  
Lake Elmo, Minnesota 55042  
Element Materials Technology St. Paul Inc. Project No. ESP015780P**

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**FIELD OBSERVATION**

On 5/6/14 approximately 90 yds<sup>3</sup> of soil was excavated below a former wash conveyor line located at Latitude = 44° 57.501', Longitude = -90° 54.348', Elevation 938'. The recent discovery of petroleum impacted soil was promptly reported to the Minnesota Duty Officer under Duty Officer report #141426. Consistent with the standards and practices set forth by the MPCA, the soil was excavated then placed under and atop non-permeable polypropylene sheeting pending offsite landfill approval. Additional soil was then incorporated from another recent onsite contractor diesel fuel spill located at UTM coordinates 507425.87 meters easting, 4978168.15 meters northing. Both of these removal excavations were administered under the direction of an environmental professional using a Photoionization Detector (PID) to screen the soils. Whereas the areas were excavated until the native soil background levels in the base & sidewalls were free of any detectible PID levels. These recent spill episodes were excavated from the site in a timely manner such that no measureable levels of contamination remain onsite under and around these spill areas. Confirmation lab work of the stockpiled soil was then collected prior to the permitting of said soil for proper offsite disposal. On 8/6/14 & 8/7/14, 161 yds<sup>3</sup> of petroleum soil was transported to the SKB landfill in Rosemount, MN for proper disposal.

**CONCLUSIONS AND RECOMMENDATIONS**

The recent onsite cleanup measures were successful in the **complete excavation** of petroleum impacted soils. In-so far as the base and sidewalls under the "knee deep" excavations exhibited no detectible levels of petroleum vapors.

The earthwork contractor was hereby advised to fuel their equipment over areas equipped with a non-permeable poly "spill shield" or similar containment as to eliminate the risk of adverse environmental impacts to the soils. Our frequent onsite inspections have not seen any repeated spillages at the site.

At the time of this field observation, no additional investigation or cleanup measures have been required in association with this recent reported spill. Since both of the "post excavation" base and sidewall test samples were below the 10 parts per million PID values set forth by MPCA guidance 3-01, no additional investigation or cleanup measures is anticipated or required.

**STANDARD OF CARE**

Services performed for this project have been conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing in this area under similar budget and time constraints. No warranties, expressed or implied, are made. The material contained in this report is to be considered confidential. Distribution, sale or publication of this report or any part thereof without the expressed written consent of Element Materials Technology St. Paul, Inc. is prohibited. Additional copies of this report and their associated reliance letters may be obtained by contacting Element Materials Technology St. Paul Inc.

**ELEMENT MATERIALS TECHNOLOGY ST. PAUL INC.**

Report Prepared By:

Mike Malinowski, CES  
Certified Environmental Specialist

QA/QC Reviewed by

Mark Straight, PE  
Senior Project Engineer  
MN Reg. No. 41658

9/17/2014  
Date



JEWEL AVENUE NORTH

GOOSE LAKE



KEATS AVENUE  
C.S.A.H. 19



# MAYOR & COUNCIL COMMUNICATION

**DATE:**            **October 7, 2014**  
**REGULAR**  
**ITEM #**                               **15**

**AGENDA ITEM:**    Hammes Estates Residential Subdivision – Developer’s Agreement

**SUBMITTED BY:**  Nick M. Johnson, City Planner

**THROUGH:**        Dean Zuleger, City Administrator

**REVIEWED BY:**  Jack Griffin, City Engineer  
                          Dave Snyder, City Attorney  
                          Kyle Klatt, Community Development Director

**SUGGESTED ORDER OF BUSINESS:**

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

**POLICY RECCOMENDER:** Staff is recommending that the City Council approve a developer’s agreement associated with the Hammes Estates residential development. The agreement has been drafted based on a model agreement previously reviewed by the Council and the agreement that was executed for other residential subdivisions.

**FISCAL IMPACT:** Direct Payments to Developer – None: there are no City payments for oversizing of utilities or for other reasons included in the agreement. Future financial impacts include maintenance of streets, trails, sanitary sewer mains, watermains and other public infrastructure, maintenance of storm water ponding areas (after three years), maintenance of the landscaping in public areas, monthly lease payments for street lights (estimated at \$41.64 for 6 lights), future park land improvements, and other public financial responsibilities typically associated with a new development.

**SUMMARY AND ACTION REQUESTED:** The City Council is being asked to authorize execution of a developer’s agreement related to the Hammes Estates final plat. The attached agreement has been previously reviewed by the City Attorney and City Engineer, and all recommend changes specific to the Hammes Estates project have been incorporated into the



document as drafted. There are a few items in the list of construction cost estimates that need to be verified by the City Engineer, which can occur prior to the execution of the agreement by City officials. This agreement must be executed before any construction activity, outside of the previously authorized grading work, may proceed on the site. The recommended motion to take action on the request is as follows:

***“Move to adopt Resolution 2014-82, approving the developer’s agreement for Hammes Estates 1<sup>st</sup> Addition.”***

**LEGISLATIVE HISTORY/STAFF REPORT:** One of the conditions included as part of the Planning Commission recommendation to the Council concerning the Hammes Estates Final Plat specifies that the developer enter into a Developer’s Agreement prior to the execution of the plat by City officials. Staff has drafted such an agreement consistent with the City’s developer’s agreement template, and this document is attached for consideration by the City Council. Please note that the document as drafted contains some modifications to the original template based on some of the unique aspects of the Hammes Estates development. The key aspects of the agreement include the following components:

- That all improvements to be completed by October 31, 2015.
- That the developer provide a letter of credit in the amount of 125% of the total cost of the proposed improvements. While the cost estimates provided by the developer must be verified by the City Engineer, the estimates provided to date indicate that the letter of credit will be roughly \$2,880,829.56 for the Hammes Estates 1<sup>st</sup> Addition project.
- That the developer provide a cash deposit of \$501,478.68 for SAC and WAC charges, engineering administration, one year of street light operating costs, park land dedication fee, and other City fees. It should be noted that the applicant is proposing substantial improvements to Goose Lake Park, including a fishing pier, picnic shelter, parking area and other improvements. Staff would recommend that the applicant receive a credit for these improvements from the submitted parkland dedication fee once the improvements are completed.

The proposed project does not include any specific City payments for utility oversizing or other reasons. The City Engineer has not approved the final construction plans for the project, and no work will be allowed to commence on the site until these plans are approved by the City.

**STRENGTHS, WEAKNESSES, OPPORTUNITIES, THREATS:**

**Strengths:** The developer’s agreement has been drafted to guarantee that the improvements associated with Hammes Estates plans will installed in accordance with City specifications. Execution of the developer’s agreement and compliance with all

conditions in the agreement will allow the developer to record the Hammes Estates Final Plat.

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

**Opportunities:** The proposed improvements will extend the road system and public utilities presently being constructed in the first phase of Savona.

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

**RECOMMENDATION:**

Based on the above Staff Report, Staff is recommending that the City Council approve the Developer's Agreement for Hammes Estates and that the Council direct the Mayor and Staff to execute this document once the final construction cost estimates have been provided. The suggested motion to adopt the Staff recommendation is as follows:

*“Move to adopt Resolution 2014-82, approving the developer's agreement for the Hammes Estates”*

**ATTACHMENTS:**

1. Resolution 2014-82
2. Hammes Estates Developer's Agreement – Final Draft

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

**RESOLUTION NO. 2014-82**

*A RESOLUTION APPROVING THE DEVELOPER'S AGREEMENT FOR HAMMES ESTATES  
1<sup>ST</sup> ADDITION*

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

**WHEREAS**, The Ryland Group, Inc., 7599 Anagram Drive, Eden Prairie, MN ("Applicant") has previously submitted an application to the City of Lake Elmo ("City") for a Final Plat for Hammes Estates 1<sup>st</sup> Addition; and

**WHEREAS**, the Lake Elmo City Council considered and approved the Preliminary Plat request for Hammes Estates at a meeting held on July 1, 2014; and

**WHEREAS**, The Lake Elmo City Council adopted Resolution No. 2014-82 on October 7, 2014 approving the Final Plat for Hammes Estates 1<sup>st</sup> Addition; and

**WHEREAS**, Condition (2) of said Resolution No. 2014-82 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 October 7, 2014 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 Hammes Estates 1<sup>st</sup> Addition and authorizes the Mayor and City Clerk to execute the document.

Passed and duly adopted this 7<sup>th</sup> day of October 2014 by the City Council of the City of Lake Elmo, Minnesota.

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Mike Pearson, Mayor

ATTEST:

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Adam Bell, City Clerk

*(reserved for recording information)*

## **DEVELOPMENT CONTRACT**

*(Public sewer and water)*

### ***Hammes Estates 1<sup>st</sup> Addition***

**AGREEMENT** dated \_\_\_\_\_, 2014, by and between the **CITY OF LAKE ELMO** a Minnesota municipal corporation ("City"), and The Ryland Group, Inc. a Maryland Corporation (the "Developer").

**1. REQUEST FOR PLAT APPROVAL.** The Developer has asked the City to approve the plat for Hammes Estates 1<sup>st</sup> Addition (referred to in this this Contract as the "plat"). The land is situated in the County of Washington, State of Minnesota, and is legally described as:

That part of the South Half of the Northeast Quarter of Section 34, Township 29 North, Range 21 West, Washington County, Minnesota, EXCEPT the East 60.00 feet of the North 967 feet of said South Half of the Northeast Quarter thereof. AND EXCEPT Parcel 3 of Washington County Highway Right of Way Plat 49-19B, recorded September 18, 1985 as Document Number 492530.

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

**3. RIGHT TO PROCEED.** Unless separate written approval has been given by the City, within the plat or land to be platted, the Developer may not grade or otherwise disturb the earth, remove trees, construct sewer lines, water lines, streets, utilities, public or private improvements, or any buildings until all the following conditions have been satisfied: 1) this agreement has been fully executed by both parties and filed with the City Clerk, 2) the necessary security has been received by the City, 3) the plat has been recorded with the Washington County Recorder's Office, and 4) the City's Community Development Director has issued a letter that all conditions have been satisfied, a preconstruction conference has been held, and that the Developer may proceed.

**4. HOA DOCUMENTS.** The required HOA documents shall be recorded with the Washington County Recorder's Office within thirty (30) days of the plat being recorded with the County.

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

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

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



requirements enacted after the date of this Contract.

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

Plan A – Final Plat

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

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

Plan D – Final Landscape Plan

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

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

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

a full or part-time basis. The Developer's engineer shall provide for on-site project management. The Developer's engineer is responsible for design changes and contract administration between the Developer and the Developer's contractor. The Developer or his engineer shall schedule a pre-construction meeting at a mutually agreeable time at the City Hall with all parties concerned, including the City staff, to review the program for the construction work.

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

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

**OBSERVATION.** Prior to the commencement of any construction activity authorized under this agreement, the Developer shall submit an escrow for City Engineering Administration and Construction Observation in an amount provided under paragraph 36. Summary of Cash Requirements. Thereafter, the Developer shall reimburse the City each month, within 30 days of receiving an invoice, for all engineering administration and construction observation performed during the construction of the plat at normal City rates for such Services. If the Developer fails to pay the invoiced amount within such 30-day period, and such failure continues for an additional five (5) business days after written notice from the City of such failure, the City may draw upon the escrow and stop the work on site until said escrow has been replenished in its full amount. City engineering administration will include monitoring of construction progress and construction observation, consultation with Developer and his engineer on status or problems regarding the project, coordination for testing, final inspection and acceptance, project monitoring during the warranty period, and processing of requests for reduction in security. Construction observation may be performed by the City's in-house staff or consulting engineer. Construction observation shall include, at the discretion

of the city, part or full time inspection of proposed public utilities and street construction. Services will be billed on an hourly basis at normal City rates therefore.

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

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

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

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

- SWPPP (Stormwater Pollution Prevention Plan)
- F. Wetland Mitigation:
- Board of Water and Soil Resources, WCA
- G. Construction Dewatering:
- Minnesota Department of Natural Resources

**13. TIME OF PERFORMANCE.** The Developer shall install all required public improvements by October 31, 2015, with the exception of the final wear course of asphalt on streets. The Developer shall have the option of installing the wearing course of streets within one (1) year following initial commencement of work on the required basic improvements or installing it after the first course has weathered a winter season, consistent with warranty requirements, however final acceptance of the improvements will not be granted until all work is completed including the final wear course. The Developer may, however, request an extension of time from the City. If an extension is granted, it shall be conditioned upon updating the security posted by the Developer to reflect cost increases and amending this agreement to reflect the extended completion date. Final wear course placement outside of this time frame must have the written approval of the City Engineer.

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

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

**16. CONSTRUCTION SEQUENCE AND COMPLIANCE.** The City will require the Developer to construct the improvements in a sequence which will allow progress and compliance points to be measured and evaluated. The Developer and/or their representatives are required to supervise and coordinate all construction activities for all improvements and must notify the City in writing stating

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

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

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

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



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

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

**19. STREET MAINTENANCE DURING CONSTRUCTION.** The Developer shall be responsible for all street maintenance until the streets are accepted by the City in writing. Warning signs shall be placed when hazards develop in streets to prevent the public from traveling on same and to direct attention to detours. If and when streets become impassable, such streets shall be barricaded and closed. In the event residences are occupied prior to completing streets, the Developer shall maintain a smooth surface and provide proper surface drainage to insure that the streets are passable to traffic and emergency vehicles. The Developer shall be responsible for keeping streets within and without the

subdivision clean of dirt and debris that may spill, track, or wash onto the street from Developer's operation. The Developer may request, in writing, that the City keep the streets open during the winter months by plowing snow from the streets prior to final acceptance of said streets. The City shall not be responsible for repairing the streets because of snow plowing operations. Providing snow plowing service does not constitute final acceptance of the streets by the City. The Developer shall contract for street cleaning within and immediately adjacent to the development. At a minimum, scraping and sweeping shall take place on a weekly basis. A copy of this contract shall be approved by the City before grading is started. The contract shall provide that the City may direct the contractor to clean the streets and the contractor will bill the Developer.

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

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

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

**21. PARK DEDICATION.** The Developer shall pay a cash contribution of \$107,554 in satisfaction of the City's park dedication requirements. This charge is based on the park dedication requirement for all the areas to be platted within the Hammes Estates Preliminary Plat. No additional fees in lieu of land dedication will be charged for future developments within the preliminary plat area. The charge was calculated as follows: 2.1 acres (5.7 acres of park land provided subtracted from 7.8 acres of park land required) at \$51,216 per acre per the submitted appraisal for the property. The Developer shall

receive a credit from the cash amount due for the actual costs of the North East Park Plan Improvements depicted in the Final Landscape Plans Dated September 22, 2014. These improvement shall include: 16-foot by 24-foot shelter, picnic table, bike rack, grill station, retaining wall, fishing pier, canoe rack, concrete hardsurface, woodland seed mix restoration, landscaping, and parking lot improvements. The Developer shall deposit \$107,554 with the City at time of final plat to be held by the City in escrow until such time as park improvements have been installed. Upon installation of park improvements, the City shall release the credited amount to the Developer.

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

The sewer availability charge (SAC) in the amount of \$3,000.00 per REU shall be paid by the Developer prior to the City recording the final plat. The total amount to be paid by the Developer is \$171,000.00.

The water availability charge (WAC) in the amount of \$3,000.00 per REU shall be paid by the Developer prior to the City recording the final plat. The total amount to be paid by the Developer is \$171,000.00.

In addition, a sewer connection charge in the current amount of \$1,000.00 per REU, a Met Council sewer availability charge in the current amount of \$2,435.00 per REU, and a water connection charge in the current amount of \$1,000.00 per REU will be collected by the City at the time the building permit is issued for each lot. These amounts are charged at the time of building permit in accordance with the latest city fee schedule.

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

**24. STREET LIGHTS.** The Developer is responsible for the installation of street lights

consistent with a street lighting plan approved by the City. The Developer shall coordinate the installation of street lights with Xcel Energy in conjunction with the other improvements, and agrees to pay Xcel Energy for all upfront costs associated with the street lighting system, including underground cables, posts, lamps, ballasts, starters, photocells, and glassware. All street lights will be leased by the City upon final acceptance of the system. The Developer shall also pay \$499.68 in payment for the first year operating costs for street lights.

**25. WETLAND MITIGATION.** The Developer shall complete wetland mitigation/restoration in accordance with the approved Plans and Specifications and in accordance with any applicable Watershed or agency Permits. If the mitigation work is found to be incomplete or restoration is unsuccessful the City may draw down the security at any time during the warranty period if the Developer fails to take corrective measures to be used by the City to perform the work. Prior to the acceptance of the public improvements for the Hammes Estates plat, all wetland buffers shall be delineated and identified via staking and signage that is acceptable to the City.

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

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

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

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

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

E. If building permits are issued prior to the acceptance of public improvements, the

Developer assumes all liability and costs resulting in delays in completion of public improvements and damage to public improvements caused by the City, Developer, their contractors, subcontractors, materialmen, employees, agents, or third parties.

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

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

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

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

B. Except as otherwise specified herein, the Developer shall pay all costs incurred by it or the City in conjunction with the development of the plat, including but not limited to legal, planning, engineering and inspection expenses incurred in connection with approval and acceptance of the plat, the preparation of this Contract, review of construction plans and documents, and all costs and expenses



incurred by the City in monitoring and inspecting development of the plat. All amounts incurred and due at the time, must be fully paid prior to execution and release of the final plat for recording.

C. The Developer shall hold the City and its officers, employees, and agents harmless from claims made by itself and third parties for damages sustained or costs incurred resulting from plat approval and development. The Developer shall indemnify the City and its officers, employees, and agents for all costs, damages, or expenses which the City may pay or incur in consequence of such claims, including attorneys' fees.

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

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

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

A. Implementation of the recommendations listed in the September 18, 2014 Engineering memorandum.

B. Within thirty (30) days of the plat being recorded at the County, the Developer shall convey Outlot A to the City by warranty deed, free and clear of any and all encumbrances.

C. The Developer shall install a temporary turnaround at the southern end of June Avenue North until it is extended as part of future phases of the Hammes Estates development.

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

F. The Developer shall provide for a minimum green belt/buffer of 100 feet around all of the adjacent Stonegate subdivision. This buffer shall be secured by a covenant running in favor of the City.

G. All trails shall be located within the easements and dedicated to the City of Lake Elmo.

Title commitments shall be provided for all land so dedicated.

H. The Developer shall be responsible for the construction of all improvements within the Keats Avenue (CSAH 19) right-of-way as required by Washington County and further described in the review letter received from the County dated May 6, 2014. The required improvements shall include, but not be limited to: modifications to the median crossing in this area, continuation of a bituminous trail through the median, turn lanes, and other improvements as required by the County.

I. The Developer shall observe all other County requirements as specified in the Washington County review letter dated May 6, 2014.

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

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

L. No more than one hundred units depicted on the preliminary plat (100) may be approved as part of a final plat until a second access is provided to the subdivision via a connection through the property to the south of the Hammes Estates.

M. The Developer shall be responsible to monitor the restored southern shoreline of Goose Lake for invasive species for a period of 5 years as specified in the MN DNR Public Waters Work Permit.

N. The Developer shall submit all documentation of remediation activities related to a recorded soil contamination on the site to the Minnesota Pollution Control Agency for review and approval. The Developer shall submit the acknowledgment of approval from the Minnesota Pollution Control Agency to the City prior to the issuance of building permits for all lots in the recorded plat affected by the soil contamination event. The Developer must submit the acknowledgement of successful remediation from the MPCA prior to the City's consideration of subsequent phases of the Hammes Estates development.

## **29. MISCELLANEOUS.**

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

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

C. Appropriate legal documents regarding Homeowner Association documents, covenants and restrictions relating to the plat approval and outlots and conveyances, as approved by the City Attorney, shall be filed within thirty (30) days of the recording of the plat. No third-party beneficiary status is hereby conferred. All outlots and common areas, including Outlots C and D, shall be maintained in good order and repair by a homeowner's association, and, if it does not do so, then the City may perform the work and assess the costs against the individual lots within the plat of Hammes Estates and without regard to the formalities or requirements of Minn. Stat. § 429.

D. Developer shall take out and maintain or cause to be taken out and maintained until six (6) months after the City has accepted the public improvements, public liability and property damage insurance covering personal injury, including death, and claims for property damage which may arise out of Developer's work or the work of its subcontractors or by one directly or indirectly employed by any of them. Limits for bodily injury and death shall be not less than \$500,000 for one person and \$1,000,000 for each occurrence; limits for property damage shall be not less than \$200,000 for each occurrence; or a combination single limit policy of \$1,000,000 or more. The City shall be named as an additional insured on the policy, and the Developer shall file with the City a certificate evidencing coverage prior to the City

signing the plat. The certificate shall provide that the City must be given thirty (30) days advance written notice of the cancellation of the insurance.

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

**34. SUMMARY OF SECURITY REQUIREMENTS.** To guarantee compliance with the terms of this agreement, payment of special assessments, payment of the costs of all public improvements, and construction of all public improvements, the Developer shall furnish the City with an irrevocable letter of credit, in the form attached hereto, from a bank, cash escrow or a combination cash escrow and Letter of Credit ("security") for \$2,880,829.56. The amount of the security was calculated as follows:

**CONSTRUCTION COSTS:**

Streets	\$489,243.50
Sanitary Sewer	\$569,227.75
Watermain	\$359,915.00
Surface Water Facilities (pipe, ponds, rain gardens, etc.)	\$479,785.50
Grading	\$25,000.00
Erosion Control	\$25,801.90
Sidewalks/Trails	\$117,684.00
Street Lighting	Xcel to Install, to be pre-paid directly by Developer
Street Signs and Traffic Control Signs	\$3,550.00
Landscaping	\$222,656.00
Tree Preservation and Restoration	\$3,600.00
Wetland Mitigation and Buffers	Separate letter of credit through Watershed District
Monuments	\$5,700.00
Miscellaneous Facilities	N/A
Developer's Record Drawings	\$2,500.00
<b>Construction Sub-Total</b>	<b>\$2,304,663.65</b>
<b>Total Project Securities (at 125% Construction Costs)</b>	<b>\$2,880,829.56</b>

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

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

A. Up to 50%, or \$1,440,414.78 of the security provided in accordance with paragraph 32. above may be released when: (1) Developer's obligations under this Agreement have been completed and the Public Improvements have been found to be complete to the satisfaction of the City including all corrective work for any identified punch list items, but not including the final wear course; and (2) completion of the Improvements is done to the satisfaction of the City and evidence of such is provided by the City in writing and satisfactory evidence of payment, such as lien waivers are provided.

B. Up to an additional 25%, or \$720,207.39 of the security provided in accordance with paragraph 32. above may be released when: (1) Developer's obligations under this Agreement have been completed and the Improvements have been found to be complete to the satisfaction of the City including all corrective work for any identified punch list items and including the final wear course; and (2) Improvements are accepted by the City in writing and satisfactory evidence of payment, such as lien waivers, are provided.

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

**36. SUMMARY OF CASH REQUIREMENTS.** The following is a summary of the cash

requirements under this Contract which must be furnished to the City at the time of final plat approval:

Sewer Availability Charge (SAC)	\$171,000.00
Water Availability Charge (WAC)	\$171,000.00
Park Dedication	\$107,554.00
Street Light Operating Fee	\$499.68
City Base Map Upgrading	\$1,425.00
City Engineering Administration Escrow	\$50,000.00 (Based on two months of administration/observation)
<b>Total Cash Requirements</b>	<b>\$501,478.68</b>

**37. NOTICES.** Required notices to the Developer shall be in writing, and shall be either hand delivered to the Developer, its employees or agents, or mailed to the Developer by certified mail at the following address: 36 Moonlight Bay, Stillwater, MN 55082. Notices to the City shall be in writing and shall be either hand delivered to the City Administrator, or mailed to the City by certified mail in care of the City Administrator at the following address: Lake Elmo City Hall, 3800 Laverne Avenue N. Lake Elmo, Minnesota 55042.

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

**CITY OF LAKE ELMO**

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

(SEAL)

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

**DEVELOPER:**

**THE RYLAND GROUP, INC.**

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

DRAFT





**FEE OWNER CONSENT  
TO  
DEVELOPMENT CONTRACT**

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

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

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

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

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

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

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

**MORTGAGE CONSENT  
TO  
DEVELOPMENT CONTRACT**

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

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

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

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

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

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

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

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

**EXHIBIT "A"**  
**TO**  
**DEVELOPMENT CONTRACT**

**Legal Description of Property Being Final Platted as Hammes Estates 1<sup>st</sup> Addition**

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That part of the South Half of the Northeast Quarter of Section 34, Township 29 North, Range 21 West, Washington County, Minnesota, EXCEPT the East 60.00 feet of the North 967 feet of said South Half of the Northeast Quarter thereof. AND EXCEPT Parcel 3 of Washington County Highway Right of Way Plat 49-19B, recorded September 18, 1985 as Document Number 492530.

DRAFT

**IRREVOCABLE LETTER OF CREDIT**

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

TO: City of Lake Elmo

Dear Sir or Madam:

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

The draft must:

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

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

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

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

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

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

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

Its \_\_\_\_\_





## MAYOR & COUNCIL COMMUNICATION

**DATE:** October 7, 2014

**REGULAR**

**ITEM #** 16

**AGENDA ITEM:** Hunters Crossing Developer's Agreement

**SUBMITTED BY:** Kyle Klatt, Community Development Director

**THROUGH:** Dean Zuleger, City Administrator

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

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**POLICY RECCOMENDER:** Staff is recommending that the City Council approve a developer's agreement associated with the Hunters Crossing residential development. The agreement has been drafted based on a model agreement previously reviewed by the Council.

**FISCAL IMPACT:** Direct Payments to Developer – None: there are no City payments for oversizing of utilities or for other reasons included in the agreement. Future financial impacts include maintenance of streets, trails, sanitary sewer mains, watermains and other public infrastructure, maintenance of storm water ponding areas (after three years), monthly lease payments for street light, and other public financial responsibilities typically associated with a new development.

**SUMMARY AND ACTION REQUESTED:** The City Council is being asked to authorize execution of a developer's agreement for the first phase of the Hunters Crossing residential development. The attached agreement has been reviewed by the City Attorney and City Engineer, and all recommend changes specific to the Savona project have been incorporated into the document as drafted. This agreement must be executed before any construction activity,

outside of the previously authorized grading work, may proceed on the site. The recommended motion to take action on the request is as follows:

***“Move to adopt Resolution 2014-83 approving the developer’s agreement for Hunters Crossing”***

**LEGISLATIVE HISTORY/STAFF REPORT:** One of the conditions attached to the Council’s approval of the Hunters Crossing Final Plat specified that the developer enter into a Developer’s Agreement prior to the execution of the plat by City officials. Staff has drafted such an agreement consistent with the City’s developer’s agreement template, and this document is attached for consideration by the City Council. Please note that the document as drafted contains some modifications to the original template based on some of the unique aspects of the Savona development. The key aspects of the agreement include the following components:

- That all improvements to be completed by October 31, 2015.
- That the developer provide a letter of credit in the amount of \$1,004,402 related to the cost of the proposed improvements. This amount may be adjusted higher based on a request from Staff to provide additional details in this section of the agreement and as noted in the agreement.
- That the developer provide a cash deposit of \$269,550 for SAC and WAC charges, engineering administration, one year of street light operating costs, the required fee in lieu of park land dedication, and other City fees, and. Staff still needs to determine the appropriate park dedication fees (to be determined based on an appraisal of the property) and street light fees. These amounts will be incorporated into the agreement when they are provided and will raise the amount current listed in the agreement.
- Ryland has previously agreed to pay the water availability charge for the entire development up front as part of an agreement with the City concerning the Lake Elmo Avenue Water Main project.

The proposed project does not include any specific City payments for utility oversizing or other reasons. Please note that Staff is still waiting to obtain an estimated fair market value related to the developer’s fee in lieu of park land dedication (for the equivalent of 2.31 acres). This amount will need to be included in the agreement and will increase the cash payments required by the developer, and will be adjusted to take into account the dedication of public trails within the development.

The City Engineer has not approved the final construction plans for the project, and no work will be allowed to commence on the site until these plans are approved by the City.

**BACKGROUND INFORMATION (SWOT):**

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

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

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

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

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

**RECOMMENDATION:** Based on the above Staff report, Staff is recommending that the City Council approve the Developer's Agreement for Hunters Crossing and that the Council direct the Mayor and Staff to execute this document. The suggested motion to adopt the Staff recommendation is as follows:

*“Move to adopt Resolution 2014-83 approving the developer's agreement for Hunters Crossing”*

**ATTACHMENTS:**

1. Resolution 2014-83
2. Hunters Crossing Developer's Agreement – Final Draft

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

**RESOLUTION NO. 2014-83**

*A RESOLUTION APPROVING THE DEVELOPER'S AGREEMENT FOR  
HUNTERS CROSSING*

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

**WHEREAS**, The Ryland Group, 7599 Anagram Drive, Eden Prairie, MN ("Applicant") has previously submitted an application to the City of Lake Elmo ("City") for a Final Plat for Hunters Crossing; and

**WHEREAS**, the Lake Elmo City Council considered and approved the Preliminary Plat request for Hunters Crossing at a meeting held on July 1, 2014; and

**WHEREAS**, The Lake Elmo City Council adopted Resolution No. 2014-053 on July 1, 2014 approving the Final Plat for Hunters Crossing; and

**WHEREAS**, Condition (3) of said Resolution No. 2014-053 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 October 7, 2014 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 Hunters Crossing and authorizes the Mayor and City Clerk to execute the document.

Passed and duly adopted this 7<sup>th</sup> day of October 2014 by the City Council of the City of Lake Elmo, Minnesota.

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Mike Pearson, Mayor

ATTEST:

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Adam Bell, City Clerk

(reserved for recording information)

## **DEVELOPMENT CONTRACT**

*(Public sewer and water)*

### ***Hunters Crossing 1st Addition***

**AGREEMENT** dated \_\_\_\_\_, 2014, by and between the **CITY OF LAKE ELMO** a Minnesota municipal corporation (“City”), and The Ryland Group, Inc., a Maryland corporation, (the “Developer”).

**1. REQUEST FOR PLAT APPROVAL.** The Developer has asked the City to approve the plat for Hunters Crossing 1<sup>st</sup> Addition (referred to in this this Contract as the “plat”). The land is situated in the County of Washington, State of Minnesota, and is legally described in Exhibit “A”:

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

**3. RIGHT TO PROCEED.** Unless separate written approval has been given by the City, within the plat or land to be platted, the Developer may not grade or otherwise disturb the earth, remove trees, construct sewer lines, water lines, streets, utilities, public or private

improvements, or any buildings until all the following conditions have been satisfied: 1) this agreement has been fully executed by both parties and filed with the City Clerk, 2) the necessary security has been received by the City, 3) the plat has been recorded with the Washington County Recorder's Office, and 4) the City's Community Development Director has issued a letter that all conditions have been satisfied, a preconstruction conference has been held, and that the Developer may proceed.

4. The Required HOA documents shall be recorded with the Washington County Recorder's Office within 30 days of the plat being recorded with the County.

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

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

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



Comprehensive Plan, official controls, platting or dedication requirements enacted after the date of this Contract.

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

The plans are:

Plan A - Final Plat

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

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

Plan D - Final Landscape Plan

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

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

The improvements shall be installed in accordance with the City subdivision ordinance and the City's Engineering Design and Construction Standards Manual and pursuant to the direction of

the City Engineer. The Developer shall submit plans and specifications which have been prepared by a competent registered professional engineer to the City for approval by the City Engineer. The Developer shall instruct its engineer to provide adequate field inspection personnel to assure an acceptable level of quality control to the extent that the Developer's engineer will be able to certify that the construction work meets the approved City standards as a condition of City acceptance. In addition, the City may, at the City's discretion and at the Developer's expense, have one or more City inspectors and a soil engineer inspect the work on a full or part-time basis. The Developer's engineer shall provide for on-site project management. The Developer's engineer is responsible for design changes and contract administration between the Developer and the Developer's contractor. The Developer or his engineer shall schedule a pre-construction meeting at a mutually agreeable time at the City Hall with all parties concerned, including the City staff, to review the program for the construction work.

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

**10. CITY ENGINEERING ADMINISTRATION AND CONSTRUCTION OBSERVATION.** Prior to the commencement of any construction activity authorized under this agreement, the Developer shall submit an escrow for City Engineering Administration and Construction Observation in an amount provided under paragraph 36. Summary of Cash Requirements. Thereafter, the Developer shall reimburse the City each month, within 30 days of

receiving an invoice, for all engineering administration and construction observation performed during the construction of the plat at normal City rates for such Services. If Developer fails to pay the invoiced amount within such 30-day period, and such failure continues for an additional five (5) business days after written notice from the City of such failure, the City may draw upon the escrow and stop the work on site until said escrow has been replenished in its full amount. City engineering administration will include monitoring of construction progress and construction observation, consultation with Developer and his engineer on status or problems regarding the project, coordination for testing, final inspection and acceptance, project monitoring during the warranty period, and processing of requests for reduction in security. Construction observation may be performed by the City's in-house staff or consulting engineer. Construction observation shall include, at the discretion of the city, part or full time inspection of proposed public utilities and street construction. Services will be billed on an hourly basis at normal City rates therefore.

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

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

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

- A. Right-of-Way Excavations and Obstructions:
  - City of Lake Elmo, Right-of-Way Utility Installation(s)
  - City of Lake Elmo, Right-of-Way Obstruction(s)
  - Washington County, Utility Installations(s)
  - Washington County, Street or Driveway Access(s)
  - Minnesota Department of Transportation, Utility Installation
  - Minnesota Department of Transportation, Right-of-Way Permit
  
- B. Watermain Extensions:
  - Minnesota Department of Health
  
- C. Sanitary Sewer Extensions:
  - Minnesota Pollution Control Agency
  - Metropolitan Council Environmental Services
  
- D. Stormwater Management:
  - Valley Branch, Brown's Creek or South Washington Watershed District Permit
  
- E. Erosion, Sedimentation Control:
  - Minnesota Pollution Control Agency, General NPDES Stormwater Permit
  - SWPPP (Stormwater Pollution Prevention Plan)
  
- F. Wetland Mitigation:
  - Board of Water and Soil Resources, WCA
  
- G. Construction Dewatering:
  - Minnesota Department of Natural Resources

**13. TIME OF PERFORMANCE.** The Developer shall install all required public improvements by October 31, 2015, with the exception of the final wear course of asphalt on streets. The Developer shall have the option of installing the wearing course of streets within one (1) year following initial commencement of work on the required basic improvements or installing it after the first course has weathered a winter season, consistent with warranty requirements, however final acceptance of the improvements will not be granted until all work is completed including the final wear course. The Developer may, however, request an extension of time from the City. If an extension is granted, it shall be conditioned upon updating the security posted by

the Developer to reflect cost increases and amending this agreement to reflect the extended completion date. Final wear course placement outside of this time frame must have the written approval of the City Engineer.

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

**15. CONSTRUCTION ACCESS.** Construction traffic access and egress for grading, public utility construction, and street construction is restricted to access the subdivision via the planned temporary access off of Lake Elmo Avenue. Once access to 5<sup>th</sup> Street is opened all access to the site shall take place from 5<sup>th</sup> Street and the Lake Elmo Avenue temporary access will be closed. No construction traffic is permitted on other adjacent local streets.

**16. CONSTRUCTION SEQUENCE AND COMPLIANCE.** The City will require the developer to construct the improvements in a sequence which will allow progress and compliance points to be measured and evaluated. The Developer and/or their representatives are required to supervise and coordinate all construction activities for all improvements and must notify the City in writing stating when the work is ready for the inspection at each of the measurable points defined in the following paragraphs 16., 17. and 18. For the purpose of this paragraph, Electronic message (email) shall be deemed an acceptable method of notification provided it is captioned "Notice pursuant to Development Agreement".

**17. EROSION CONTROL.** Prior to initiating site grading, the erosion control plan, Plan B, shall be implemented by the Developer and inspected and approved by the City. Erosion control practices must comply with the approved plans and specifications for the plat, with all watershed district permits and with Minnesota Pollution Control Agency's Best Management Practices. The City may impose additional erosion control requirements as deemed necessary. The parties recognize that time is of the essence in controlling erosion. If the Developer does not

comply with the erosion control plan and schedule or supplementary instructions received from the City, the City may take such action as it deems appropriate to control erosion. The City will endeavor to notify the Developer in advance of any proposed action, but failure of the City to do so will not affect the Developer's and City's rights or obligations hereunder. If the Developer does not reimburse the City for any cost the City incurred for such work within ten (10) days, the City may draw down the security to pay any costs. No development, utility or street construction will be allowed and no building permits will be issued unless the plat is in full compliance with the approved erosion control plan.

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

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

Within thirty (30) days after completion of the grading, the Developer shall provide the City with a "record" grading plan certified by a registered land surveyor or engineer that all trails, ponds, swales, and ditches have been constructed on public easements or land owned by the City. The "record" plan shall contain site grades and field verified elevations of the following: a) cross sections of ponds; b) location and elevations along all swales, emergency overflows, wetlands, wetland mitigation areas if any, ditches, locations and dimensions of borrow areas/stockpiles; c) lot corner elevations and house pads; and d) top and bottom of retaining



walls. The City will not issue any building permits until the approved certified record grading plan is on file with the City.

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

**20. STREET MAINTENANCE DURING CONSTRUCTION.** The Developer shall be responsible for all street maintenance until the streets are accepted by the City in writing. Warning signs shall be placed when hazards develop in streets to prevent the public from traveling on same and to direct attention to detours. If and when streets become impassable, such streets shall be barricaded and closed. In the event residences are occupied prior to completing streets, the Developer shall maintain a smooth surface and provide proper surface drainage to insure that the streets are passable to traffic and emergency vehicles. The Developer shall be responsible for keeping streets within and without the subdivision clean of dirt and debris that may spill, track, or wash onto the street from Developer's operation. The Developer may request, in writing, that the City keep the streets open during the winter months by plowing snow from the streets prior to final acceptance of said streets. The City shall not be responsible for repairing the streets because of snow plowing operations. Providing snow

plowing service does not constitute final acceptance of the streets by the City. The Developer shall contract for street cleaning within and immediately adjacent to the development. At a minimum, scraping and sweeping shall take place on a weekly basis. A copy of this contract shall be approved by the City before grading is started. The contract shall provide that the City may direct the contractor to clean the streets and the contractor will bill the Developer.

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

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

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

**22. PARK DEDICATION.** The Developer shall pay a cash contribution of \$\_\_\_\_\_ in satisfaction of the City's park dedication requirements. This charge is based on the park dedication requirement for all the areas to be platted within the Hunters Crossing Plat. No additional fees in lieu of land dedication will be charged for future developments within the preliminary plat area. The charge was calculated as follows: \_\_\_\_\_ acres (\_\_\_\_\_ acres of park land provided subtracted from \_\_\_\_\_ acres of park land required) at \$\_\_\_\_\_ per acre per the City's appraisal for the property.

**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 Improvements required by the City and any state or metropolitan government agency. Consistent with a previous agreement with the City, the developer shall be responsible for paying the WAC fees for the entire subdivision (including all future phases).

The sewer availability charge (SAC) in the amount of \$3,000.00 per REU shall be paid by the Developer prior to the City recording the final plat. The total amount to be paid by the Developer is \$66,000.

The water availability charge (WAC) in the amount of \$3,000.00 per REU for the entire subdivision area shall be paid by the Developer prior to the City recording the final plat. The total amount to be paid by the Developer is \$153,000.

In addition, a sewer connection charge in the current amount of \$1,000.00 per REU, a Met Council sewer availability charge in the current amount of \$2,435.00 per REU, and a water connection charge in the current amount of \$1,000.00 per REU will be collected by the City at the time the building permit is issued for each lot. These amounts are charged at the time of building permit in accordance with the latest city fee schedule.

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

**25. STREET LIGHTS.** The Developer is responsible for the installation of street lights consistent with a street lighting plan approved by the City. The Developer shall coordinate the installation of street lights with Xcel Energy in conjunction with the other improvements, and agrees to pay Xcel Energy for all upfront costs associated with the street lighting system, including underground cables, posts, lamps, ballasts, starters, photocells, and glassware. All street lights will be leased by the City upon final acceptance of the system. The Developer shall also pay \$\_\_\_\_\_ in payment for the first year operating costs for street lights (# of poles x \$6.94 x 12).

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

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

A. Public sewer and water, curbing, and one lift of asphalt shall be installed on all public and private streets prior to issuance of any building permits, except one model home on a lot acceptable to the Community Development Director.

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

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

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

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

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

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

**28. RESPONSIBILITY FOR COSTS.**

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

B. Except as otherwise specified herein, the Developer shall pay all costs incurred by it or the City in conjunction with the development of the plat, including but not limited to legal, planning, engineering and inspection expenses incurred in connection with approval and acceptance of the plat, the preparation of this Contract, review of construction plans and documents, and all costs and expenses incurred by the City in monitoring and inspecting

development of the plat, all at normal City rates therefor. All amounts incurred and due at the time, must be fully paid prior to execution and release of the final plat for recording.

C. The Developer shall hold the City and its officers, employees, and agents harmless from claims made by itself and third parties for damages sustained or costs incurred resulting from plat approval and development. The Developer shall indemnify the City and its officers, employees, and agents for all costs, damages, or expenses which the City may pay or incur in consequence of such claims, including reasonable attorneys' fees.

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

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

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

A. Implementation of the recommendations listed in the September 3, 2014 Engineering memorandum.

B. Within 30 days of the plat being recorded with Washington County, the Developer shall convey Outlots A, B and E to the City by warranty deed, free and clear of any and all encumbrances.

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

D. The developer shall provide written authorization satisfactory to the City from the property owner to the east of Hunters Crossing to allow the proposed drainage



improvements and discharge of storm water on to their property in addition to a utility easement across the affected property for said improvements.

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

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

G. The City will not issue building permits for more than 25 lots within Hunter's Crossing until such time that the temporary access is closed and access to 5th Street is provided.

H. The final construction plans for any additional final plat within Hunter's Crossing shall include, at a minimum, the southern portion of 5th Street. At this time these plans are prepared they shall include the construction of all improvements within the Lake Elmo Avenue (CSAH 17) right-of-way as required by Washington County and further described in the review letter received from the County dated September 2, 2014

### **30. MISCELLANEOUS.**

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

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

C. Appropriate legal documents regarding Homeowner Association documents, covenants and restrictions relating to the plat approval and outlots and conveyances, as approved by the City Attorney, shall be filed within 30 days of the recording of the final plat with the Washington County Recorder's Office. No third- party beneficiary status is hereby conferred. All outlots and common areas, including Outlots C and D shall be maintained in good order and repair by a homeowner's association, and if it does not do so, then the City may perform the work and assess the costs against the individual lots within the plat of Hunters Crossing and without regard to the formalities or requirements of Minn. Stat. § 429.

D. Developer shall take out and maintain or cause to be taken out and maintained until six (6) months after the City has accepted the public improvements, public liability and property damage insurance covering personal injury, including death, and claims for property damage which may arise out of Developer's work or the work of its subcontractors or by one directly or indirectly employed by any of them. Limits for bodily injury and death shall be not less than \$500,000 for one person and \$1,000,000 for each occurrence; limits for property damage shall be not less than \$200,000 for each occurrence; or a combination single limit policy of \$1,000,000 or more. The City shall be named as an additional insured on the policy, and the Developer shall file with the City a certificate evidencing coverage prior to the City signing the plat. The certificate shall provide that the City must be given thirty (30) days advance written notice of the cancellation of the insurance.

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

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

G. The action or inaction of the City shall not constitute a waiver or amendment to the provisions of this Contract. To be binding, amendments or waivers shall be in

writing, signed by the parties and approved by written resolution of the City Council. The City's failure to promptly take legal action to enforce this Contract shall not be a waiver or release.

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

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

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

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

A. Subject to unavoidable delays, failure by Developers to commence and complete construction of the Public Improvements pursuant to the terms, conditions and limitations of this Agreement and the continuance of such failure for a period of thirty (30) days

after written notice thereof (provided, however, that in the event of a bona fide emergency, the City shall only be required to give such notice as is practicable under the circumstances).

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

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

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

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

**33. 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. The Developer also acknowledges that its failure to perform any or all of its 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.

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

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

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

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

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

**35. SUMMARY OF SECURITY REQUIREMENTS.** To guarantee compliance with the terms of this agreement, payment of special assessments, payment of the costs of all public improvements, and construction of all public improvements, the Developer shall furnish the City with an irrevocable letter of credit, in the form attached hereto, from a bank, cash escrow or a combination cash escrow and Letter of Credit (“security”) for \$ 1,004,402. The amount of the security was calculated as follows:

**CONSTRUCTION COSTS:**

Streets	\$232,526
Sanitary Sewer	\$150,984
Watermain	\$175,893
Surface Water Facilities (pipe, ponds, rain gardens, etc.)	\$152,565
Grading	\$NA –With Grading Permit [Include estimate, will replace grading permit]
Erosion Control	\$NA –With Grading Permit [Include estimate, will replace grading permit]
Sidewalks/Trails	\$Included in Streets [Breakout separately from streets]
Street Lighting	Xcel to Install, to be pre-paid directly by developer
Street Signs and Traffic Control Signs	\$2,400
Landscaping	\$36,900 [Update to include seeding, sodding, mulch, and infiltration basin restoration]
Tree Preservation and Restoration	\$NA –With Grading Permit [Include estimate, will replace grading permit]
Wetland Mitigation and Buffers	Separate letter of credit through Watershed District
Monuments	\$1,980
Pond Filtration	\$47,774



Developer's Record Drawings	\$2,500
<b>Construction Sub-Total</b>	<b>\$803,522</b>
<b>Total Project Securities (at 125% Construction Costs)</b>	<b>\$1,004,402</b>

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

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

A. Up to 50%, or \$502,201 of the security provided in accordance with paragraph 32. above may be released when: (1) Developer's obligations under this Agreement have been completed and the Public Improvements have been found to be complete to the satisfaction of the City including all corrective work for any identified punch list items, but not including the final wear course; and (2) completion of the Improvements is done to the satisfaction of the City and evidence of such is provided by the City in writing and satisfactory evidence of payment, such as lien waivers are provided.

B. Up to an additional 25%, or \$251,100 of the security provided in accordance with paragraph 32. above may be released when: (1) Developer's obligations under this Agreement have been completed and the Improvements have been found to be complete to the satisfaction of the City including all corrective work for any identified punch list items and

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

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

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

Sewer Availability Charge (SAC)	\$66,000
Water Availability Charge (WAC)	\$153,000
Park Dedication	\$_____
Street Light Operating Fee	\$_____
City Base Map Upgrading	\$550
City Engineering Administration Escrow	\$50,000 (Based on two months of administration/observation)
<b>Total Cash Requirements</b>	<b>\$_____</b>

**38. 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: 7599 Anagram Drive, Eden Prairie, MN 55344. Notices to the City shall be in writing and shall be either hand delivered to the City Administrator, or mailed to the City by certified mail in care of the City Administrator at the following address: Lake Elmo City Hall, 3800 Laverne Avenue N. Lake Elmo, Minnesota 55042.

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

**CITY OF LAKE ELMO**

By: \_\_\_\_\_, Mayor

(SEAL)

AND

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

**DEVELOPER:**

**THE RYLAND GROUP, INC.**

By: \_\_\_\_\_  
Its: \_\_\_\_\_

STATE OF MINNESOTA        )  
  ( ss.  
COUNTY OF WASHINGTON    )

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

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

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

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2014, by The Ryland Group, Inc., a Maryland corporation, for and on behalf of the corporation.

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

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







**EXHIBIT "A"  
TO  
DEVELOPMENT CONTRACT**

**Legal Description of Property Being Final Platted as Hunters Crossing**

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## IRREVOCABLE LETTER OF CREDIT

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

TO: City of Lake Elmo Dear Sir or Madam:

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

The draft must:

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

This Letter of Credit shall automatically renew for successive one-year terms unless, at least sixty (60) 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 sixty (60) days prior to the next annual renewal date addressed as follows: City Administrator, City Hall, 3800 Laverne Ave. N. Lake Elmo Minnesota 55042 and is actually received by the City Administrator at least forty-five (45) days prior to the renewal date.

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

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

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

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

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

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



## MAYOR & COUNCIL COMMUNICATION

**DATE:** October 7, 2014

**REGULAR**

**ITEM #** 17

**AGENDA ITEM:** Savona First Addition/Section 34 Assessment Reallocation

**SUBMITTED BY:** Kyle Klatt, Community Development Director

**THROUGH:** Dean Zuleger, City Administrator

**REVIEWED BY:** David Snyder, City Attorney  
Cathy Bendel, Finance Director

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**POLICY RECCOMENDER:** Staff is recommending that the City Council consider a request from Lennar Corporation and Dale Properties to reallocate the assessments that have been levied against several properties within the Section 34 Sewer and Water improvement planning area. The reallocation request has been requested in conjunction with the recording of the final plat for the Savona 1<sup>st</sup> Addition.

**FISCAL IMPACT:** None – the reallocation request does not alter the total amount due to the City for the Section 34 project. By reallocating the assessment against individual lots as they are platted, the assessments will be paid off as the lots are sold, which will likely accelerate the payoff for the assessments since the developer intends to build the subdivision out over a 5-6 year period of time (the assessments would otherwise be due on a 15 year term).

**SUMMARY AND ACTION REQUESTED:** The City Council is being asked to consider a request from Lennar Corporation and Dale Properties to reallocate the overall assessments against several properties within the Section 34 utility project area to the individual lots that have been platted or that are planned to be platted within the Savona residential subdivision. As part of the request, the applicants have agreed to additional relocation of the assessments that have been levied to more accurately account for the number of future REC units planned

between property to be retained by Dale Properties and those to be developed as residential lots by Lennar. City Council action is required to accomplish the reallocation because the property owners are changing the amount originally assessed to the existing properties and spreading them out more evenly across the parcels based on the preliminary plat for Savona.

Please note that the proposed assessment amounts as recommended by Staff are based on the initial assessment amount as of December 2013, and do not take into account property tax payments that were or will be collected in 2014. Staff is seeking Council authorization to approve the overall allocations with a caveat that these numbers will be adjusted based on payments made to date. Staff will try to prepare the updated amounts for consideration at the Council meeting.

Staff is recommending approval of the request to reallocate assessment across several properties within the Section 34 utility project area as further described below. The suggested motion to adopt this recommendation is as follows:

***“Move to approve the reallocation of assessments against certain lots within the Section 34 utility project area as further described in Exhibit “A” as attached to the Staff report”***

**LEGISLATIVE HISTORY/PLANNING COMMISSION REPORT:** The sewer and water assessments for the Section 34 utility project were certified by the City at the end of 2013, and 16 parcels that received a benefit from the project were assessed a total of \$2,378,200 for the improvements. Since the assessments were levied against the properties, Lennar Corporation has received final plat approval for the first and second additions of its planned 309-unit Savona residential subdivision, and together with Dale Properties, is now seeking Council approval to reallocate the their portion of the assessments across the entire Savona subdivision, and to specifically split the assessments across all new lots to be created. The reallocation also addresses the transfer of a portion of the assessments between Dale Properties and Lennar to better align with the planned REC units between all of the parcels and to take into account a small lot line adjustment of land in the far western portion of the Savona subdivision that facilitated the realignment of 5<sup>th</sup> Street in this portion of the site.

There are 6 existing properties that are impacted by the proposed reallocation (out of the 16 that have been assessed), including two parcels that are currently owned by Lennar, two that Lennar will be acquiring from Dale Properties in the near future, and two that will be retained by Dale Properties. These parcels, along with the existing and proposed assessment amounts for each parcel, are described in the attached Exhibit “A” – Proposed Section 34 Assessment Reallocation. In determining the reallocation, Staff is presenting the individual lot assessments as proposed by Lennar, which takes in account the overall assessment that they will owe, and divides it amongst all single family and multi-family lots within their subdivision. Because the City has not yet released the second addition plat for recording, Staff has grouped any individual lot assessments for future project phases into the larger outlots or parcels that will be resubdivided in the future. Based on the methodology proposed by Lennar, the per-unit amounts will either be transferred to future individual lots, or will continue to be paid down over a period

of 15 years if these lots are not re-platted. The assessments as proposed will be relative easy to divide in the future since these assessments will be split evenly across any newly created lots.

Given large number of parcels that are being platted in this area, the proposed relocation is somewhat complex, especially when taking into account adjustments between individual properties. Ultimately, Staff has verified that the overall assessment amount to be paid by Lennar and Dale Corporation does not change with the reallocation, and this action will greatly facilitate the future collection of assessments in this area.

Staff will spend time at the Council meeting further reviewing the assessment allocation, and will bring a map depicting the assessments to the Council meeting.

**BACKGROUND INFORMATION (SWOT):**

- |                      |  |
|----------------------|--|
| <b>Strengths</b>     | <ul style="list-style-type: none"><li>• The proposed assessment reallocation has been prepared based on an agreement between the two affected parties.</li><li>• The utility assessments for this area will be collected on an accelerated schedule with the reallocation since all assessments must be paid prior to the sale on individual lots.</li></ul> |
| <b>Weaknesses</b>    | <ul style="list-style-type: none"><li>• Staff has to prepare the adjusted assessment roles for the County, and has spent time refining the final numbers.</li></ul>  |
| <b>Opportunities</b> | <ul style="list-style-type: none"><li>• None</li></ul>   |
| <b>Threats</b>       | <ul style="list-style-type: none"><li>• None – the overall amount collected each year by the City will not change, this amount is only distributed between individual platted lots.</li></ul>  |

**RECOMMENDATION:** Based upon the above report and analysis, Staff is recommending approval of the request to reallocate assessment across several properties within the Section 34 utility project area as further described below. The suggested motion to adopt this recommendation is as follows:

*“Move to approve the reallocation of assessments against certain lots within the Section 34 utility project area as further described in Exhibit “A” as attached to the Staff report”*

**ATTACHMENTS:**

1. Exhibit “A” – Proposed Section 34 Assessment Reallocation
2. Letter of Request from Lenner

## Exhibit "A" - Section 34 Assessment Reallocation

<b>Lennar 1st Addition (includes 2nd Addition Area)</b>		
Current Parcels:	Sewer Assessment	Water Assessment
34.029.21.41.0004	\$425,700.00	\$95,000.00
34.029.21.42.0002	\$85,505.00	\$52,850.00
Adjustment from Dale	\$93,595.00	\$5,050.00
<b>Total Assessments</b>	<b>\$604,800.00</b>	<b>\$152,900.00</b>

<b>Proposed Reallocation - Lennar 1st Addition</b>		
Legal Description	Sewer Assessment	Water Assessment
Outlot A	\$212,094.72	\$58,240.64
Outlot F	\$255,468.00	\$56,974.00
Block 1 Lot 1	\$3,119.04	\$856.48
Lot 2	\$3,119.04	\$856.48
Lot 3	\$3,119.04	\$856.48
Block 2 Lot 1	\$3,119.04	\$856.48
Lot 2	\$3,119.04	\$856.48
Lot 3	\$3,119.04	\$856.48
Lot 4	\$3,119.04	\$856.48
Lot 5	\$3,119.04	\$856.48
Lot 6	\$3,119.04	\$856.48
Lot 7	\$3,119.04	\$856.48
Lot 8	\$3,119.04	\$856.48
Lot 9	\$3,119.04	\$856.48
Block 3 Lot 1	\$3,119.04	\$856.48
Lot 2	\$3,119.04	\$856.48
Lot 3	\$3,119.04	\$856.48
Lot 4	\$3,119.04	\$856.48
Lot 5	\$3,119.04	\$856.48
Lot 6	\$3,119.04	\$856.48
Lot 7	\$3,119.04	\$856.48
Block 4 Lot 1	\$3,119.04	\$856.48
Lot 2	\$3,119.04	\$856.48
Lot 3	\$3,119.04	\$856.48
Lot 4	\$3,119.04	\$856.48
Lot 5	\$3,119.04	\$856.48
Block 5 Lot 1	\$3,119.04	\$856.48
Lot 2	\$3,119.04	\$856.48
Lot 3	\$3,119.04	\$856.48
Lot 4	\$3,119.04	\$856.48
Lot 5	\$3,119.04	\$856.48



	Lot 6	\$3,119.04	\$856.48
	Lot 7	\$3,119.04	\$856.48
	Lot 8	\$3,119.04	\$856.48
	Lot 9	\$3,119.04	\$856.48
	Lot 10	\$3,119.04	\$856.48
	Lot 11	\$3,119.04	\$856.48
Block 6	Lot 1	\$3,119.04	\$856.48
	Lot 2	\$3,119.04	\$856.48
	Lot 3	\$3,119.04	\$856.48
	Lot 4	\$3,119.04	\$856.48
	Lot 5	\$3,119.04	\$856.48
	Lot 6	\$3,119.04	\$856.48
	Lot 7	\$3,119.04	\$856.48
	Lot 8	\$3,119.04	\$856.48
	Lot 9	\$3,119.04	\$856.48
<b>Total Assessments</b>		<b>\$604,800.48</b>	<b>\$152,899.76</b>

<b>Dale Properties and Future Lennar</b>		
<b>(To be replatted in the future)</b>		
	Sewer Assessment	
Parcels:	Curent	Proposed
34.029.21.31.0004	\$11,000.00	\$11,000.00
34.029.21.31.0005	\$21,428.75	\$23,798.75
34.029.21.34.0005	\$56,071.25	\$53,701.25
34.029.21.43.0003	\$158,795.00	\$65,200.00
Total	\$247,295.00	\$153,700.00
	Water Assessment	
Parcels:	Curent	Proposed
34.029.21.31.0004	\$15,700.00	\$15,700.00
34.029.21.31.0005	\$30,608.55	\$33,993.55
34.029.21.34.0005	\$80,091.45	\$76,706.45
34.029.21.43.0003	\$98,150.00	\$93,100.00
Total	\$224,550.00	\$219,500.00

<b>Total Assessments:</b>	
Current	\$1,130,900.00
Proposed	\$1,130,900.24

# LENNAR®

September 4, 2014

City of Lake Elmo  
Dean Zuleger  
City Administrator  
3800 Laverne Avenue North  
Lake Elmo, MN 55042

**RE: Lennar Assessment - Savona**

Dear Mr. Zuleger:

As we have discussed Lennar would like to have the assessment from the Section 34 Utility Extension Project spread over the single family lots and multi – family units as shown on the approved preliminary plat for Savona. However at this time the sewer and water assessments Lennar is responsible for is assigned to four tax parcels (see attached spreadsheet for detail):

1. 34-029-21-41-0004 (Formerly Frandsen)
2. 34-029-21-42-0002 (Lennar has closed on from Dale)
3. 34-029-21-31-0005 (Lennar will be closing on from Dale)
4. 34-029-21-31-0004 (Lennar will be closing on from Dale)

As these tax parcels are final platted the assessments can be re-allocated to the individual lots included in the final plat and the outlots receiving the balance which will be re-allocated as the outlot(s) are final platted in the future. To help explain allocation of assessments, I have attached a spreadsheet itemizing the sewer and water assessments for each tax parcel owned or to be owned by Lennar.

In order to help simplify the process of allocating assessments Savona will basically be platted as the "East Half" and "West Half". This is evident as Savona 1<sup>st</sup> and 2<sup>nd</sup> Additions, which comprise the East Half, are expected to be recorded soon and the assessments can then be spread over the lots and outlots for the entire east half. The west half consists of two tax parcels and will keep the assessments as already assigned by the city until again a final plat is submitted for the West Half.

So taking the concept explained above and applying it to the final plats of Savona 1<sup>st</sup> and 2<sup>nd</sup> Addition the assessments, as shown on the spreadsheet, would be spread as follows:

Savona 1<sup>st</sup> and 2<sup>nd</sup> Addition

Single Family Lots would each be assessed **\$3,119** for sewer and **\$856** for water – total per lot = **\$3,976.**

Multi Family Units would each be assessed **\$2,094** for sewer and **\$467** for water – total per unit = **\$2,561**

16305 36th Ave N • Suite 600 • Plymouth, MN 55446-4270

**LENNAR.COM**

Savona 2<sup>nd</sup> Addition Outlot F would hold the unallocated balance of the multi family assessment - \$209,352 for sewer and \$46,726 for water. This remaining amount would cover the 100 units to be platted in the future.

Savona 2<sup>nd</sup> Addition Outlot C would also hold unallocated balance of the single family assessment - \$65,551 for sewer and \$18,004 for water. The remaining amount will cover the 21 lots to be platted in Outlot C.

Payment of the assessments would occur along with the property real estate taxes as occurring today on each of the tax parcels. The only difference is now they would be paid on individual lots or outlots owned by Lennar. When Lennar closes a single family or multi family home the assessments assigned to that lot will then be paid in full at the closing. Otherwise the assessments will remain on the individual lots and be paid with real estate taxes for the term (15 years) of the assessment.

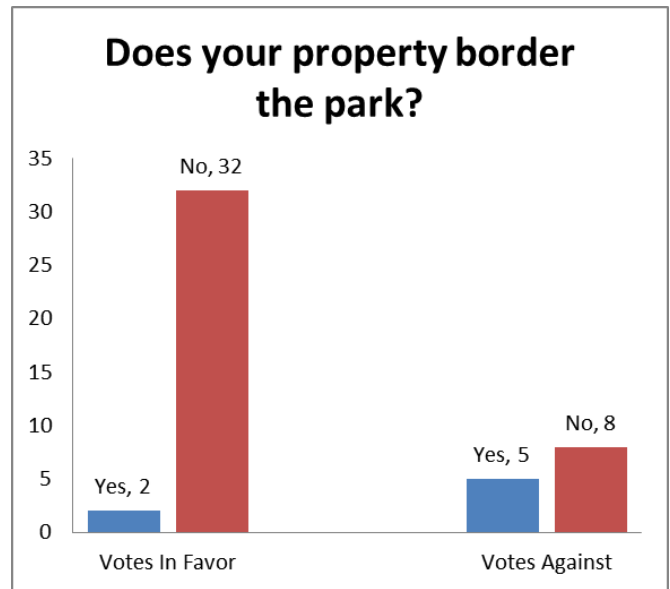
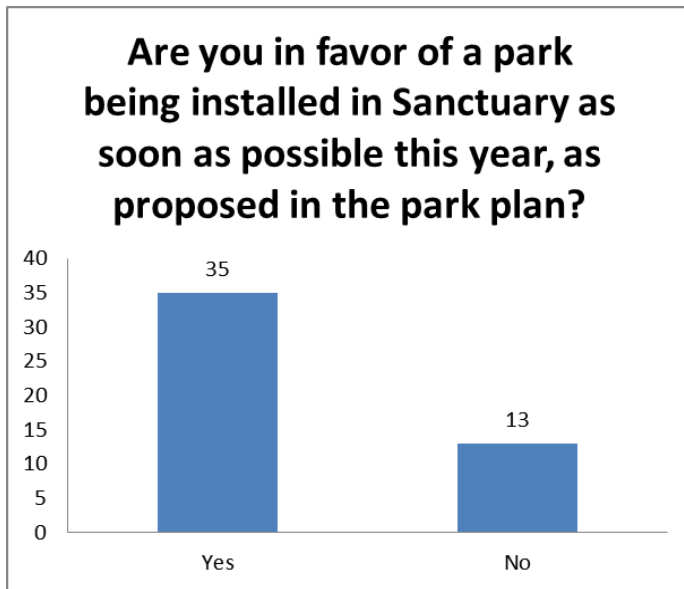
If you have any questions please give me a call so we can find a mutual solution

Thanks for your help,



Steve Ach

Land Acquisition Manager  
Lennar



1. Nice addition to the development
2. We would like the park installed as soon as possible so our children and others in the neighborhood can enjoy it.
3. Please move forward with putting the park in as soon as possible this year. There are more than 50 young kids in our neighborhood who will greatly benefit from the park.
4. Our family would like the park installed as soon as possible this year so we can use it. We have emailed the city council twice in support of this - please do the right thing and build the park for our neighborhood kids.
5. We are very neutral in determining whether the park goes in this year or next spring. We believe the park setting is more appropriate further away from the residents property lines that are closest to the park!
6. Why is this questioned at this point. It has already been approved.
7. Our farm shares the property line of the park totally on the west side from north to south. We would like to understand the park's fencing and control of visitors. Location of control barrier affect on existing natural tree line.
8. Not visible from street, no parking for visitors or city service vehicles doing maintenance. Will there be trash receptacles back there? How often will they be attended to? What is approximate size of playground equipment? How tall? What does the playset include? For what age range? We were given no details on equipment. Wait until everyone is fully informed.
9. I would like the park to go in this fall
10. Since the park was already approved by the Council, we need to proceed as originally planned. One or two families new to the development should not be able to override/reverse the approval. We have been promised the park for years and look forward to a neighborhood gathering place for our families.

11. The location has been known and agreed upon through proper channels. We don't feel that we should wait for the other neighborhood, but the design should consider the other neighborhood with a Phase 1 and Phase 2 plan. Phase 1 (the proposed Sanctuary Park) should move forward.
12. We want the park installed as soon as possible this year.
13. We feel that this park is a great opportunity for our neighborhood/community to thrive. The park will allow our children to develop and strengthen relationships amongst their peers. Thank you for your time.
14. A. Wait for development to the south to go in and allow for better design and function of parking. Or B. move to northern point of the 6 acre outlot and allow parking from current dead end. Concerns for current park location. Concerns for current park designated location:
  - (A) Safety concern regarding the location of park and proximity of the underground gas and utilities
  - (B) Safety concern for the secluded location – private property to west and tree line. Not exposed enough and may be inviting to predators.
  - (C) We had the understanding that the current walking/biking paths were designated for homeowners of the development, not open to all – city and neighboring homeowners/traffic.
  - (D) Current path alongside lot is not sufficient to support traffic to/from a city park. No designated parking to support traffic to/from city park.
  - (E) The name “Sanctuary” by definition means “safe haven – place of safety//”
  - (F) I will not feel safe with a city park that is open to all within city and neighboring communities with only access (parking, traveling to/from) the city park via my side/back yard. The easement alongside the road is designated to city for public works use – street maintenance /plowing and access to utilities. Not easement for parking/foot traffic to access path to park.
  - (G) I will post “NO trespassing” signs and “private property” signs if this becomes a nuisance, which I suspect it will.
  - (H) This directly impacts the families that are located in the SW corner of the development. These families should have been kept abreast during the planning process, including all communications between the HOA and the City of Lake Elmo.
  - (I) As a city owned/maintained park – I feel this location is not conducive to allow proper access/exposure to law officials to “police” the park itself. I feel the homeowners within closes proximity and park access points will feel the unwanted responsibility to “police” the park and watch for suspicious faces/behavior.
  - (J) I strongly feel a park should be in an open space with road access and designated parking for public and easy access for all including the law enforcement, but also safety vehicles if the need arises.

15. Please install park as soon as possible.
16. With appropriate landscaping, this location would work well. Would like some benches near the play equipment. There are numerous young children in this neighborhood that would use the park right away!
17. The location of the park has been clear since the birth of Sanctuary. The paths to the park area have been paved for years.
18. We would prefer to have a larger park with space for children and families to gather and play games such as kickball, football, etc. If the park waited for further development location and space change are more probable. To create a short sighted park with the only available location and the same amenities as what most neighborhood yards already have doesn't make sense other than following through on a promise.
19. 90% or greater of this neighborhood built their homes and everyone knew the park location when choosing lots. Also, Teresa Silvernale did a detailed survey over a year ago looking at interest in the park and it was and is overwhelmingly supported by all except those whom chose to live near it.
20. When we purchased our house in 2009, all paperwork clearly indicated the park would be in the location proposed. The trails and roads are set up for development to the south and west.
21. The location of the proposed park is not ideal as it's not in a centrally located spot. Also, it is very bug infested back there so I wouldn't want my children using it.
22. We are 100% in favor of a park here, but the location needs to be thought out with regard to the neighbors bordering the proposed location. Other items to consider is parking - logistics to access the park.
23. We would like to see any large play equipment placed in the "lower park" area, and we would like the "upper park" area used only for trails or low-visibility amenities such as horseshow pits, bocce courts, shuffleboard, etc. If street parking becomes an issue, we would like to see plans made to provide parking near the "Lower park" when it is developed. We would like to understand the city's plan to keep the park clean and safe.
24. We look forward to the proposed park being implemented in the Sanctuary development. We are 5 year residents with children ages 6 years, 4 years. And 4 weeks. We have been anxiously waiting for this project to get traction, and we hope the city will support an immediate install.
25. We indeed are in favor of the installation of the Sanctuary of Lake Elmo neighborhood park - and as soon as possible this year. We have been here since 2007 and are looking forward to its completion.
26. We live in the home across the street from homes directly adjacent to the park (marked in red on map). We support immediate installation of the park equipment as placed if there is use of mounded earth, trees, and bushes to buffer the adjacent homes from the park as marked on the reverse side. We are likely to be impacted by parking along our property for those using the park but do not have concerns about that although consideration of inclusion of parking with future adjacent park development would be appreciated.
27. We want the park to go through as planned for construction still this year.



28. It has been brought to my attention that Sletten's removed trees from parkland. Before our tax dollars go toward creating a tree buffer for them, this needs to be addressed by the city. They should pay to replace the trees that were removed from city property behind their land.
29. We support the idea of a neighborhood park. Parks should build community and foster positive relations amongst our children and adults. Processes should be inclusive and transparent. Great efforts were made toward this, but it sounds like there is room for improvement. Better to do the park "right" than to do it right away. Grateful to have watched the 9-15 park meeting online. Thank you.
30. We are wondering if a survey or discussion could take place to evaluate other locations. Feedback from neighbors and other city representatives and employees have indicated that the center of Sanctuary and also the "down below" location could be a possibility. If we waited until May 2015 we could evaluate the "down below" area and also see if the other neighborhood gets platted.
31. No - other than in favor of more trails put back there. Just no desire for a park.
32. We are in favor if the proposed location of park is where it was originally planned to be when neighborhood was developed. Otherwise we say wait.