



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

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

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

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

Mayor Pearson called the meeting to order.

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

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

PLEDGE OF ALLIGENCE

APPROVAL OF AGENDA

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

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

ITEM III: FIRE DEPARTMENT DUTY VEHICLE PURCHASE

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

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

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

No action taken.

ITEM IV: CITY ADMINISTRATOR TRANSITION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Motion passed 5-0

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

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

ITEM V: COUNCIL INTERACTIONS & BEHAVIOR

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Council Driven Workshop

The Council discussed scheduling the workshop.

MOTION: Council Member Fliflet moved TO ADJOURN. Council Member Lundgren seconded the motion.

MOTION PASSED 5-0

Mayor Pearson adjourned the meeting at 9:39 pm.

LAKE ELMO CITY COUNCIL

ATTEST:

Mike Pearson, Mayor

Adam R. Bell, City Clerk

CITY OF LAKE ELMO

ARBOR DAY PROCLAMATION

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

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

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

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

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

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

Signed this April 21, 2015

Mike Pearson, Mayor

Tree City, U.S.A.



MAYOR & COUNCIL COMMUNICATION

DATE: April 21, 2015
CONSENT
ITEM #2
MOTION

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

SUBMITTED BY: Cathy Bendel, Finance Director

THROUGH: Cathy Bendel, Finance Director

REVIEWED BY: Dean Zuleger, City Administrator

SUGGESTED ORDER OF BUSINESS:

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

POLICY RECOMMENDER: Finance

FISCAL IMPACT: \$383,951.46

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

LEGISLATIVE HISTORY: NA

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

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

RECOMMENDATION: Based on the aforementioned, the staff recommends the City Council approve as part of the Consent Agenda the aforementioned disbursements in the amount of \$383,951.46.

ATTACHMENTS:

1. Accounts Payable – check registers

Accounts Payable To Be Paid Proof List

User: PattyB

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

Batch: 008-04-2015

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
ADAMBELL Bell Adam										
	04/07/2015	70.49	0.00	04/21/2015	Mileage - MCFOA conference		-		No	0000
101-410-1320-43310	Mileage	70.49								
	Total:	70.49								
ADAMBELL Total:										
AMDAHL Chris Amdahl Locksmith, Inc										
11381	03/28/2015	106.00	0.00	04/21/2015	Adjust door on Well House		-		No	0000
601-494-9400-42270	Utility System Maintenance	106.00								
	11381 Total:	106.00								
AMDAHL Total:										
AMFLAG American Flagpole & Flag Corp										
118890	04/13/2015	99.80	0.00	04/21/2015	Replace flags at both stations		-		No	0000
101-420-2220-44010	Repairs/Maint Bldg	99.80								
	118890 Total:	99.80								
AMFLAG Total:										
ATKINS Atkins Gary										
100	03/23/2015	400.00	0.00	04/21/2015	CPR Refresher		-		No	0000
101-420-2220-44370	Conferences & Training	400.00								
	100 Total:	400.00								
ATKINS Total:										
BERKLEY Insurance Trust League of NIN Citie										
49291	03/29/2015	26,929.00	0.00	04/21/2015	Insurance Premium - annual		-		No	0000
101-410-1320-43610	Insurance	7,229.00	0.00	04/21/2015	Insurance Premium - annual		-		No	0000
49291	03/29/2015	180.00	0.00	04/21/2015	Insurance Premium - annual		-		No	0000
101-420-2220-43630	Vehicle Insurance									
49291	03/29/2015									
101-420-2400-43630	Insurance									

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
10291	03/29/2015	15,748.00	0.00	04/21/2015	Insurance Premium - annual		-	No		0000
101-430-3100-43630 Insurance										
49291	03/29/2015	3,041.00	0.00	04/21/2015	Insurance Premium - annual		-	No		0000
101-450-5200-43630 Insurance										
49291	03/29/2015	8,987.00	0.00	04/21/2015	Insurance Premium - annual		-	No		0000
601-401-0400-43610 Insurance										
49291	03/29/2015	244.00	0.00	04/21/2015	Insurance Premium - annual		-	No		0000
602-495-0450-43610 Insurance										
49291	03/29/2015	1,688.00	0.00	04/21/2015	Insurance Premium - annual		-	No		0000
206-450-5300-43630 Insurance										
49291 Total:		64,046.00								
BERKLEY Total:		64,046.00								
BERTELSON Bertelson's										
WO 107199/200	04/02/2015	135.02			Bath tissue and soap		-	No		0000
101-410-1320-42000 Office Supplies										
WO-107199/200 Total:		135.02								
BERTELSON Total:		135.02								
BIEFS Bieff's Inc.										
W556006	04/01/2015	66.00	0.00	04/21/2015	Sunfish Lake		-	No		0000
101-450-5200-41120 Rentals - Buildings										
W556006 Total:		66.00								
BIEFS Total:		66.00								
BOIJONME Bolton & Menk, Inc										
0176176	04/18/2015	893.50	0.00	04/21/2015	2014 Street Improvements		-	No		0000
409-480-8000-43030 Engineering Services										
0176176 Total:		893.50								
BOIJONME Total:		893.50								
BROCK Brock White Construction										
12523105-00	04/01/2015	28.80	0.00	04/21/2015	Supplies		-	No		0000
603-496-9500-42270 Utility System Maint Supplies										
12523105-00 Total:		28.80								
BROCK Total:		28.80								
C A C Companion Animal Control, LLC										
3	03/01/2015	500.00	0.00	04/21/2015	Animal Control - March 2015		-	No		0000
101-420-2700-43150 Contract Services										

Invoice #	Inv Date	Amount	Quantity	Est Date	Description	Reference	Task	Type	PO #	Close POLine #
3	03/01/2015	30.00	0.00	04/21/2015	Animal Impound - 7am-7pm	-	-	No		0000
101-420-2700-43160	Impounding									
3 Total:		530.00								
CAC Total:		530.00								
CARQUEST Car Quest Auto Parts										
2055-341400	03/31/2015	14.68	0.00	04/21/2015	Parts	-	-	No		0000
101-450-5200-42210	Equipment Parts									
2055-344400 Total:		14.68								
CARQUEST Total:		14.68								
CENCOLLE Century College										
65562-65563	03/31/2015	50.00	0.00	04/21/2015	Registration- Calm the Chaos	-	-	No		0000
101-420-2220-44370	Conferences & Training									
65562-65563 Total:		50.00								
CENCOLLE Total:		50.00								
CENTPOW Century Power Equipment										
651972	03/27/2015	389.99	0.00	04/21/2015	Back Pack Blower	-	-	No		0000
101-430-3120-42240	Street Maintenance Materials									
651972	03/27/2015	662.85	0.00	04/21/2015	Back Pack Blower, trimmer	-	-	No		0000
101-450-5200-42400	Small Tools & Minor Equipment									
651972	03/27/2015	45.67	0.00	04/21/2015	Oils	-	-	No		0000
101-450-5200-42120	Fuel, Oil and Fluids									
651972 Total:		1,098.51								
CENTPOW Total:		1,098.51								
COMCAST Comcast										
03/27/2015		7.90	0.00	04/21/2015	Monthly Service	-	-	No		0000
101-420-2220-44300	Miscellaneous									
Total:		7.90								
COMCAST Total:		7.90								
CITYBLOOM City of Bloomington										
Mar -15	04/07/2015	31.50	0.00	04/21/2015	Lab tests	-	-	No		0000
601-494-9400-42270	Utility System Maintenance									
Mar -15 Total:		31.50								
CITYBLOOM Total:		31.50								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
CTYOAKDA City of Oakdale										
1000460-01	03/31/2015	4,354.31	0.00	04/21/2015	Water Service - 3/01-4/01/15 South Pit		-		No	0000
601-494-9400-43820	Water Utility									
	1000460-01 Total:	4,354.31								
	CTYOAKDA Total:	4,354.31								
CTYROSEV City of Roseville										
220099	04/02/2015	2,951.42	0.00	04/21/2015	April - IT		-		No	0000
101-410-1450-43180	Information Technology/Web									
	220099 Total:	2,951.42								
220123	04/02/2015	107.64	0.00	04/21/2015	Phone - Admin		-		No	0000
101-410-1320-43210	Telephone									
220123	04/02/2015	17.00	0.00	04/21/2015	Phone - Bldg		-		No	0000
101-420-2400-43210	Telephone									
220123	04/02/2015	17.00	0.00	04/21/2015	Phone - Communication		-		No	0000
101-410-1450-43210	Telephone									
220123	04/02/2015	17.00	0.00	04/21/2015	Phone - Engineering		-		No	0000
101-410-1930-43210	Telephone									
220123	04/02/2015	34.00	0.00	04/21/2015	Phone - Finance		-		No	0000
101-410-1520-43210	Telephone									
220123	04/02/2015	47.15	0.00	04/21/2015	Phone - Planning		-		No	0000
101-410-1910-43210	Telephone									
220123	04/02/2015	224.65	0.00	04/21/2015	Phone - PW		-		No	0000
101-430-3100-43210	Telephone									
	220123 Total:	464.44								
	CTYROSEV Total:	3,415.86								
DELAPP DeLapp Steve										
206-450-5300-44010	04/08/2015	63.16	0.00	04/21/2015	Lights		-		No	0000
	Repairs/Maint Bldg									
	04/08/2015	350.83	0.00	04/21/2015	Blinds		-		No	0000
206-450-5300-44010	Repairs/Maint Bldg									
	04/08/2015	2.95	0.00	04/21/2015	Misc Building		-		No	0000
206-450-5300-44010	Repairs/Maint Bldg									
	04/08/2015	3.17	0.00	04/21/2015	Blinds		-		No	0000
206-450-5300-44010	Repairs/Maint Bldg									
	04/08/2015	35.33	0.00	04/21/2015	Paint		-		No	0000
206-450-5300-44010	Repairs/Maint Bldg									
	Total:	455.44								
	DELAPP Total:	455.44								

Invoice #	Inv Date	Amount	Quantity	Unit Date	Description	Reference	Task	Type	PO #	Close POLine #
DITCHWIT Ditch Witch of Mn, Inc.										
P11158	04/10/2015	54.78	0.00	04/21/2015	Misc parts		-		No	0000
601-494-9100-42270	Utility System Maintenance									
P11158	04/10/2015	54.78	0.00	04/21/2015	Misc parts		-		No	0000
603-496-9500-42270	Utility System Maint Supplies									
	P11158 Total:	109.56								
	DITCHWIT Total:	109.56								
EARLANDE Earl F. Andersen, Inc.										
0107313-IN	03/18/2015	620.00	0.00	04/21/2015	Traffic cones		-		No	0000
101-430-3120-42240	Street Maintenance Materials									
	0107313-IN Total:	620.00								
	EARLANDE Total:	620.00								
EMERGAUT Emergency Automotive Tech, Inc										
DL040915-20	04/09/2015	159.00	0.00	04/21/2015	LED Beacon		-		No	0000
101-450-5200-44030	Repairs/Maint Imp Not Bldgs									
	DL040915-20 Total:	159.00								
	EMERGAUT Total:	159.00								
GKSERVIC G&K Services										
1182688058	01/05/2015	37.80	0.00	04/21/2015	Uniforms		-		No	0000
101-430-3100-44170	Uniforms									
	1182688058 Total:	37.80								
1182699473	01/12/2015	37.80	0.00	04/21/2015	Uniforms		-		No	0000
101-430-3100-44170	Uniforms									
	1182699473 Total:	37.80								
1182818333	03/25/2015	37.62	0.00	04/21/2015	Uniforms		-		No	0000
101-430-3100-44170	Uniforms									
	1182818333 Total:	37.62								
1182829677	04/01/2015	37.62	0.00	04/21/2015	Uniforms		-		No	0000
101-430-3100-44170	Uniforms									
	1182829677 Total:	37.62								
1182841098	01/08/2015	37.62	0.00	04/21/2015	Uniforms		-		No	0000
101-430-3100-44170	Uniforms									
	1182841098 Total:	37.62								
1182852456	01/15/2015	37.62	0.00	04/21/2015	Uniforms		-		No	0000
101-430-3100-44170	Uniforms									
	1182852456 Total:	37.62								
	GKSERVIC Total:	226.08								

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

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
JOHNSON& Johnson & Turner Attorneys 41567 04/03/2015 101-420-2150-43045 Attorney Criminal 41567 Total:		4,717.50	0.00	04/21/2015	Prosecution		-	No		0000
41579 04/03/2015 206-450-5300-43040 Legal Services 41579 Total:		4,717.50 312.00	0.00	04/21/2015	Library		-	No		0000
41708 04/03/2015 803-000-0000-22910 Developer Payments 41708 Total:		312.00 75.00	0.00	04/21/2015	WAC agreements		-	No		0000
41710 04/03/2015 803-000-0000-22910 Developer Payments 41710 Total:		75.00 1,650.00	0.00	04/21/2015	Easton Village		-	No		0000
11714 04/03/2015 101-410-1320-43040 Legal Services 41714 Total:		1,650.00 41.00	0.00	04/21/2015	Burgess		-	No		0000
41882 04/03/2015 109-480-8000-43040 Legal Services 41882 Total:		41.00 879.50	0.00	04/21/2015	39th Street		-	No		0000
11883 04/03/2015 803-000-0000-22910 Developer Payments 41883 Total:		879.50 140.00	0.00	04/21/2015	Ryland/Hammes		-	No		0000
41885 04/03/2015 101-410-1320-43040 Legal Services 41885 Total:		140.00 9,352.00	0.00	04/21/2015	Civil		-	No		0000
41886 04/03/2015 803-000-0000-22910 Developer Payments 41886 Total:		9,352.00 387.50	0.00	04/21/2015	Boulder Ponds		-	No		0000
41887 04/03/2015 803-000-0000-22910 Developer Payments 41887 Total:		387.50 292.50	0.00	04/21/2015	Engle Point		-	No		0000
41888 04/03/2015 803-000-0000-22910 Developer Payments 41888 Total:		292.50 1,007.50	0.00	04/21/2015	Haus Hagen		-	No		0000
JOHNSON& Total:		1,007.50 18,854.50								
KORTHER KORTH ERIC PC 4/13/15 04/13/2015 101-410-1450-43620 Cable Operations PC 4/13/15 Total:		61.88	0.00	04/21/2015	Cable Operations		-	No		0000
KORTHER Total:		61.88 61.88								

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

Invoice #	Inv Date	Amount	Quantity	Est Date	Description	Reference	Task	Type	PO #	Close POLine #
Lillie Total:										
1 OFF Loffler Companies, Inc.		199.60								
1957402	04/03/2015	339.86	0.00	04/21/2015	Copier overage		-		No	0000
101-110-1940-44040	Repairs/Maint Contractual Eqpt									
1957402 Total:		339.86								
LOFF Total:		339.86								
MARONEY'S Maroney's Sanitation, Inc										
571376	04/07/2015	112.94	0.00	04/21/2015	City Hall		-		No	0000
101-410-1910-43840	Refuse									
571376	04/07/2015	49.71	0.00	04/21/2015	Fire		-		No	0000
101-420-2220-43840	Refuse									
571376	01/07/2015	216.67	0.00	04/21/2015	PW		-		No	0000
101-430-3100-43840	Refuse									
571376	04/07/2015	216.67	0.00	04/21/2015	Fire		-		No	0000
101-420-2220-43840	Refuse									
571376	04/07/2015	49.89	0.00	04/21/2015	Library		-		No	0000
706-450-5300-43840	Refuse									
571376 Total:		645.88								
MARONEY'S Total:		645.88								
MENARDSO Menards - Oakdale										
70822	03/11/2015	30.74	0.00	04/21/2015	Paint		-		No	0000
101-450-5200-44010	Repairs/Maint Bldg									
70822 Total:		30.74								
72834	04/06/2015	20.63	0.00	04/21/2015	Supplies		-		No	0000
602-495-9450-42270	Utility System Maint Supplies									
72834 Total:		20.63								
73396	04/12/2015	60.94	0.00	04/21/2015	Paint		-		No	0000
101-450-5200-42150	Shop Materials									
73396 Total:		60.94								
73549	04/14/2015	18.05	0.00	04/21/2015	Landscape materials		-		No	0000
101-450-5200-42250	Landscape Materials									
73549 Total:		18.05								
MENARDSO Total:		130.36								
METCOU Metropolitan Council										
1013094	04/06/2015	1,466.00	0.00	04/21/2015	Monthly Wastewater		-		No	0000
602-495-9150-43820	Sewer Utility - Met Council									
1013094 Total:		1,466.00								

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

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
PIONEER Pioneer Press										
315520397	03/31/2015	151.40	0.00	04/21/2015	City Notice 3/5		-	No		0000
101-110-1320-43510	Legal Publishing	151.40								
315520397 Total:		151.40								
PIONEER Total:										
RIVERCOOP River Country Cooperative										
	03/31/2015	466.30	0.00	04/21/2015	Fuel		-	No		0000
101-420-2220-42120	Fuel, Oil and Fluids	466.30								
Total:		466.30								
RIVERCOOP Total:		466.30								
ROSENBAU Rosenbauer - General Division										
66097	04/16/2015	166,114.00	0.00	04/21/2015	Fire truck		-	No		0000
110-480-8000-45500	Vehicles	166,114.00								
66097 Total:		166,114.00								
ROSENBAU Total:		166,114.00								
SAMSCULUB Sam's Club										
	01/09/2015	54.56	0.00	04/21/2015	Station Supplies		-	No		0000
101-120-2220-44010	Repairs/Maint Bldg	75.88								
04/09/2015										
101-420-2220-44300	Miscellaneous	72.94	0.00	04/21/2015	City Hall Supplies		-	No		0000
101-410-1940-44300	Miscellaneous	4.39	0.00	04/21/2015	City Hall Supplies		-	No		0000
04/09/2015										
101-110-1520-44300	Miscellaneous	207.77								
Total:		207.77								
SAMSCULUB Total:		207.77								
SCHOMKA Schlomka Service LLC										
16929	04/01/2015	230.00	0.00	04/21/2015	Pump holding tanks		-	No		0000
101-430-3100-44010	Repairs/Maint Bldg	230.00								
16929 Total:		230.00								
SCHOMKA Total:		230.00								
SHI SHI International Corp										
R03236409	03/26/2015	332.00	0.00	04/21/2015	Office Pro		-	No		0000
101-420-2400-13190	Software Programs	332.00								
R03236409 Total:		332.00								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
SHH Total: 332.00										
STATE OF State of MN Dept of Public										
8207500132014	04/07/2015	25.00	0.00	04/21/2015	Hazardous Chemical Fee		-	No		0000
101-430-3100-44010	Repairs/Maint Bldg									
8207500132014 Total:		25.00								
STATE OF Total:		25.00								
SW/WC SW/WC Service Cooperatives										
C1210-207	03/26/2015	22,063.00	0.00	04/21/2015	May Premium		-	No		0000
101-000-0000-21706	Medical Insurance									
C1210-207 Total:		22,063.00								
SW/WC Total:		22,063.00								
TDS TDS Metrocom - LLC										
04/13/2015		89.61	0.00	04/21/2015	Analog Lines - Fire		-	No		0000
101-420-2220-43210	Telephone									
04/13/2015		221.42	0.00	04/21/2015	Analog Lines - PW		-	No		0000
101-430-3100-43210	Telephone									
04/13/2015		82.66	0.00	04/21/2015	Analog Lines - Lift Station Alarms		-	No		0000
602-495-9450-43210	Telephone									
04/13/2015		43.33	0.00	04/21/2015	Alarm - Well House 2		-	No		0000
601-494-9400-43210	Telephone									
Total:		437.02								
TDS Total:		437.02								
THMMESH Thimmesh Catherine										
04/08/2015		100.00	0.00	04/21/2015	Honorarium for author		-	No		0000
206-450-5300-42500	Library Collection Maintenance									
Total:		100.00								
THMMESH Total:		100.00								
TOOLGUY The Tool Guy, LLC										
03/31/2015		16.59	0.00	04/21/2015	tools		-	No		0000
101-430-3100-42400	Small Tools & Minor Equipment									
2983 Total:		16.59								
04/07/2015		121.19	0.00	04/21/2015	Tools		-	No		0000
101-430-3100-42400	Small Tools & Minor Equipment									
3325 Total:		121.19								

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

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
Whitcomb Total:		55.00								
XCEL Xcel Energy	03/30/2015	46.84	0.00	04/21/2015	Electrical Utility		-		No	0000
101-450-5200-43810	Electric Utility									
03/30/2015		80.38	0.00	04/21/2015	Electrical Utility		-		No	0000
602-495-9450-43810	Electric Utility									
03/30/2015		31.05	0.00	04/21/2015	Electrical Utility		-		No	0000
101-430-3160-43810	Street Lighting									
03/30/2015		27.49	0.00	04/21/2015	Electrical Utility		-		No	0000
101-430-3160-43810	Street Lighting									
03/30/2015		875.56	0.00	04/21/2015	Electrical Utility		-		No	0000
101-420-2220-43810	Electric Utility									
03/30/2015		318.85	0.00	04/21/2015	Electrical Utility		-		No	0000
101-410-1940-43810	Electric Utility									
03/30/2015		28.73	0.00	04/21/2015	Electrical Utility		-		No	0000
101-430-3160-43810	Street Lighting									
03/30/2015		479.81	0.00	04/21/2015	Electrical Utility		-		No	0000
101-410-1940-43810	Electric Utility									
03/30/2015		11.59	0.00	04/21/2015	Electrical Utility		-		No	0000
101-450-5200-43810	Electric Utility									
03/30/2015		285.68	0.00	04/21/2015	Electrical Utility		-		No	0000
101-450-5200-43810	Electric Utility									
03/30/2015		23.93	0.00	04/21/2015	Electrical Utility		-		No	0000
101-450-5200-43810	Electric Utility									
03/30/2015		1,575.29	0.00	04/21/2015	Electrical Utility		-		No	0000
601-494-9400-43810	Electric Utility									
03/30/2015		459.84	0.00	04/21/2015	Electrical Utility		-		No	0000
101-420-2220-43810	Electric Utility									
03/30/2015		40.58	0.00	04/21/2015	Electrical Utility		-		No	0000
101-430-3160-43810	Street Lighting									
03/30/2015		148.10	0.00	04/21/2015	Electrical Utility		-		No	0000
101-450-5200-43810	Electric Utility									
03/30/2015		19.49	0.00	04/21/2015	Electrical Utility		-		No	0000
602-495-9450-43810	Electric Utility									
03/30/2015		17.16	0.00	04/21/2015	Electrical Utility		-		No	0000
101-450-5200-43810	Electric Utility									
03/30/2015		371.97	0.00	04/21/2015	Electrical Utility		-		No	0000
101-430-3160-43810	Street Lighting									
03/30/2015		1,829.42	0.00	04/21/2015	Electrical Utility		-		No	0000
101-430-3160-43810	Street Lighting									
03/30/2015		27.71	0.00	04/21/2015	Electrical Utility		-		No	0000

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PG #	Close POLine #
101-450-5200-43810	03/30/2015 Electric Utility	14.13	0.00	04/21/2015	Electrical Utility		-	No		0000
101-450-5200-43810	03/30/2015 Electric Utility	31.84	0.00	04/21/2015	Electrical Utility		-	No		0000
101-450-5200-43810	03/30/2015 Electric Utility	2,652.08	0.00	04/21/2015	Electrical Utility		-	No		0000
101-450-5200-43810	03/30/2015 Electric Utility	83.01	0.00	04/21/2015	Electrical Utility		-	No		0000
101-450-5200-43810	03/30/2015 Electric Utility	12.71	0.00	04/21/2015	Electrical Utility		-	No		0000
101-450-5200-43810	03/30/2015 Electric Utility	558.35	0.00	04/21/2015	Electrical Utility		-	No		0000
101-450-5200-43810	03/30/2015 Electric Utility	179.91	0.00	04/21/2015	Electrical Utility		-	No		0000
101-450-5200-43810	03/30/2015 Electric Utility	150.82	0.00	04/21/2015	Electrical Utility		-	No		0000
101-450-5200-43810	03/30/2015 Electric Utility	13.82	0.00	04/21/2015	Electrical Utility		-	No		0000
101-450-5200-43810	03/30/2015 Electric Utility	470.63	0.00	04/21/2015	Electrical Utility		-	No		0000
Total:		10,866.77								
XCEL Total:		10,866.77								

Report Total: 320,050.88



MAYOR & COUNCIL COMMUNICATION

DATE: April 21, 2015
**CONSENT
ITEM
MOTION** #3

AGENDA ITEM: March 2015 Financial Reporting

SUBMITTED BY: Cathy Bendel, Finance Director

THROUGH: Cathy Bendel, Finance Director

REVIEWED BY: Finance Committee

SUGGESTED ORDER OF BUSINESS:

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

POLICY RECOMMENDER: Finance

FISCAL IMPACT: NA

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

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

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

GENERAL FUND:

Revenues:

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

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

Expenses:

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

The following summarizes variances of note:

General:

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

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

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

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

ATTACHMENT:

1. March Financial Reports

	MONTH				YTD			
	BUDGET Month	ACTUAL Month	Variance (\$) Month	Variance (%) Month	BUDGET YTD	ACTUAL YTD	Variance (\$) YTD	Variance (%) YTD
DEPT 430 - PUBLIC WORKS								
Total Public Works	380,195.00	28,832.69	(48.09)	-0.17%	111,898.07	90,762.73	21,135.34	18.89%
Total Streets	222,578.00	2,160.00	1,455.78	704.22	4,880.00	1,610.58	3,269.42	67.00%
Total Ice & Snow Removal	95,500.00	16,250.00	1,273.46	14,976.54	48,650.00	33,350.47	15,299.53	31.45%
Total Street Lighting	28,000.00	2,350.00	2,019.81	330.19	7,050.00	6,181.68	868.32	12.32%
Total Recycling	9,500.00	2,250.00	0.00	2,250.00	3,250.00	0.00	3,250.00	100.00%
Total Tree Program	6,000.00	500.00	0.00	500.00	1,500.00	0.00	1,500.00	100.00%
Total Public Works	741,773.00	52,342.69	33,629.83	18,712.86	177,228.07	131,905.46	45,322.61	25.57%
DEPT 450 - CULTURE, RECREATION								
Total Parks & Recreation	153,028.00	11,435.74	16,525.02	(5,089.28)	41,597.21	50,510.37	(8,913.16)	-21.43%
IT & Telephone	109,560.00	5,055.00	7,192.80	(2,137.80)	19,040.00	19,897.25	(857.25)	-4.50%
GRAND TOTAL ALL EXPENSES	3,316,216.00	206,091.47	201,874.17	4,217.30	673,624.40	595,326.23	78,298.17	11.62%
SUB TOTAL NET INC OVER EXP	482,118.00	(136,106.22)	(148,029.63)	(11,923.41)	(405,925.65)	(389,357.51)	16,568.14	4.08%
DEPT 460 - COMP ADJ	35,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
DEPT 490 - CONTINGENCY FUND	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
Debt Service Increase	247,118.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
DEPT 493 - OTH FINANCING	200,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
GRAND TOTAL ALL DEPTS	3,798,334.00	206,091.47	201,874.17	4,217.30	673,624.40	595,326.23	78,298.17	11.62%
Net Income over Expenses	0.00	(136,106.22)	(148,029.63)	(11,923.41)	(405,925.65)	(389,357.51)	16,568.14	4.08%

City of Lake Elmo
2013 By Month
Budget to Actual Comparison
for the month ending March 31, 2013
101 General Fund Detail
By Department

4/21/2015

DEPT 410 - GEN'L GOV'T	Full Year		MONTH				YTD				YTD variance notes
	BUDGET 2015	% to date	BUDGET Month	ACTUAL Month	Variance (\$)	Variance (%)	BUDGET YTD	ACTUAL YTD	Variance (\$)	Variance (%)	
REVENUE											
Current Ad Valorem Taxes	2,531,080.00	6.00%	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%	8 Additional new home permits ready to be picked up with 8 additional in the review process
Delinquent Ad Valorem Taxes	15,000.00	0.00%	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%	
Mobile Home Tax	11,400.00	0.00%	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%	
Fiscal Disparities	160,000.00	0.00%	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%	
Penalty & Interest on Taxes	700.00	0.00%	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%	
Liquor License	8,350.00	97.60%	0.00	0.00	0.00	0.00%	5,350.00	8,150.00	2,800.00	52.34%	
Wastehauler License	1,680.00	28.57%	0.00	0.00	0.00	0.00%	840.00	480.00	(360.00)	-42.86%	
General Contractor License	0.00	0.00%	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%	
Heating Contractor License	2,500.00	46.00%	200.00	200.00	0.00	0.00%	700.00	1,150.00	450.00	64.29%	
Blacktopping Contractor License	0.00	0.00%	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%	
Building Permits	517,600.00	11.33%	43,130.00	21,894.00	(21,236.00)	-49.24%	129,390.00	58,627.00	(70,762.90)	-54.69%	MSA funding increase for 2015
Building Re-inspect Fees	1,000.00	0.00%	100.00	0.00	(100.00)	-100.00%	200.00	0.00	(200.00)	-100.00%	
Heating Permits	29,040.00	26.76%	2,430.00	2,580.00	160.00	6.41%	7,260.00	7,771.65	511.65	7.05%	
Plumbing Permits	29,040.00	21.49%	2,430.00	2,040.00	(380.00)	-15.70%	7,260.00	6,240.00	(1,020.00)	-14.05%	
Sewer Permits	10,560.00	0.00%	880.00	0.00	(880.00)	-100.00%	2,640.00	0.00	(2,640.00)	-100.00%	
Animal License	2,500.00	56.40%	40.00	310.00	270.00	675.00%	2,140.00	1,410.00	(730.00)	-34.11%	
Utility Permits (ROW)	5,000.00	126.04%	0.00	6,301.80	6,301.80	0.00%	0.00	6,301.80	6,301.80	100.00%	
Burning Permit	2,250.00	30.22%	0.00	430.00	430.00	100.00%	0.00	680.00	680.00	100.00%	
Massage Therapy Licenses	150.00	0.00%	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%	
Electrical Permit	6,051.00	35.91%	500.00	272.40	(227.60)	-45.52%	1,500.00	1,567.57	67.57	4.50%	
Homebased Credit Aid	0.00	0.00%	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%	
MSA-Maintenance	101,696.00	58.74%	0.00	0.00	0.00	0.00%	50,813.00	59,732.00	8,884.00	17.47%	Fines below average but typically increase in the spring/summer
State Fire Aid	41,500.00	0.00%	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%	
PEKA Aid	2,749.00	0.00%	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%	
Gravel Tax	0.00	0.00%	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%	
Recycling Grant	15,500.00	0.00%	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%	
Misc State Grant/Surcharge Rev	500.00	0.00%	125.00	0.00	(125.00)	-100.00%	135.00	0.00	(125.00)	-100.00%	
Cable Franchise Revenue	45,000.00	0.00%	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%	
Zoning & Subdivision Fees	7,500.00	111.20%	0.00	1,995.00	1,995.00	100.00%	0.00	8,340.00	8,340.00	100.00%	
Plan Check Fees	181,933.00	16.62%	13,160.25	12,190.40	(2,969.85)	-19.59%	45,480.75	33,881.74	(11,599.01)	-25.50%	
Sale of Copies, Books, Maps	175.00	14.00%	5.00	6.00	1.00	20.00%	15.00	34.50	9.50	63.33%	
Assessment Surcharges	750.00	42.00%	34.00	105.00	75.00	230.00%	75.00	315.00	240.00	320.00%	
Clean Up Days	2,000.00	0.00%	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%	
Cable Operation Reimbursement	3,500.00	0.00%	625.00	0.00	(625.00)	-100.00%	625.00	0.00	(625.00)	-100.00%	
Fines	48,000.00	18.79%	4,000.00	4,315.12	315.12	7.88%	12,000.00	9,014.54	(2,985.46)	-24.88%	
Miscellaneous Permits	0.00	0.00%	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%	
Fire Billable Revenue	500.00	0.00%	0.00	0.00	0.00	0.00%	0.00	500.00	500.00	100.00%	
Miscellaneous Revenue	3,500.00	42.14%	200.00	1,148.82	948.82	474.41%	800.00	1,474.82	674.82	84.35%	
Internal Charges	640.00	48.13%	150.00	56.00	(94.00)	-62.67%	450.00	308.00	(142.00)	-31.56%	
Interest Earnings	10,000.00	0.00%	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%	
Donations	0.00	0.00%	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%	
Total Revenue	3,798,334.00	5.41%	69,905.25	53,844.54	(16,101.71)	-23.06%	267,608.75	205,968.72	(61,730.03)	-23.06%	

EXPENSE	Full Year BUDGET 2015	% to date	MONTH				YTD			
			BUDGET Month	ACTUAL Month	Variance (\$)		BUDGET YTD	ACTUAL YTD	Variance (\$)	
					Month	Month			YTD	YTD
1110 - Mayor & Council										
PT Salaries	25,690.00	0.00%	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%
PECA Contributions	1,593.00	0.00%	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%
Medicare Contributions	372.00	0.00%	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%
Workers Compensation	300.00	26.71%	0.00	0.00	0.00	0.00%	0.00	80.12	(80.12)	-100.00%
Mileage	500.00	28.31%	135.00	86.36	38.64	30.91%	125.00	141.56	(16.56)	-100.00%
Miscellaneous	0.00	0.00%	0.00	127.65	(127.65)	-100.00%	0.00	127.65	(127.65)	-100.00%
Dues & Subscriptions	11,500.00	90.86%	1,000.00	661.92	338.08	33.81%	3,000.00	10,448.76	(7,448.76)	-248.29%
Conferences & Training	1,000.00	91.50%	0.00	69.00	(69.00)	-100.00%	250.00	915.00	(665.00)	-266.00%
Total Mayor & Council	48,955.00	28.60%	1,125.00	925.93	189.07	-16.81%	3,375.00	11,713.09	(8,338.09)	-247.05%
2015 share of LAHC annual Print made in Sept 2014 plus annual YSB payment										
1120 - Administration										
PT Salaries	198,125.00	22.82%	15,240.38	14,986.59	253.99	1.67%	45,721.15	45,216.27	504.88	1.10%
PECA Contributions	14,364.00	23.37%	1,104.92	1,117.05	(12.13)	-1.10%	3,314.77	3,357.14	(42.37)	-1.28%
ICMA Contributions	0.00	0.00%	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%
PECA Contributions	12,284.00	21.74%	944.92	882.64	62.28	6.59%	2,834.77	2,670.84	163.93	5.78%
Medicare Contributions	2,873.00	21.74%	221.00	206.42	14.58	6.60%	663.00	634.63	38.37	5.79%
Health/Dental Insurance	44,865.00	24.21%	3,451.15	3,620.00	(168.85)	-4.89%	10,353.46	(0,860.00)	(506.54)	-4.89%
Unemployment Benefits	0.00	0.00%	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%
Workers Compensation	1,000.00	83.79%	0.00	0.00	0.00	0.00%	1,000.00	837.94	162.06	16.21%
Office Supplies	5,500.00	31.96%	450.00	869.45	(419.45)	-92.31%	1,350.00	1,757.80	(407.80)	-30.21%
Printed Forms	0.00	0.00%	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%
Legal Services	45,000.00	42.01%	3,750.00	9,332.00	(5,602.00)	-149.39%	11,250.00	18,903.50	(7,653.50)	-68.03%
Newsletter/Website	0.00	0.00%	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%
Assessing Services	32,000.00	23.44%	2,500.00	2,500.00	0.00	0.00%	7,500.00	7,500.00	0.00	0.00%
Contract Services	0.00	0.00%	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%
Postage	2,000.00	78.88%	500.00	324.65	(175.35)	-100.00%	500.00	1,577.60	(1,077.60)	-100.00%
Mileage	500.00	6.00%	50.00	0.00	50.00	100.00%	100.00	0.00	100.00	100.00%
Legal Publishing	5,000.00	25.94%	400.00	759.51	(359.51)	-89.88%	1,200.00	1,296.84	(96.84)	-8.07%
Insurance	35,000.00	0.55%	0.00	0.00	0.00	0.00%	35,000.00	194.00	34,806.00	99.45%
Cable Operation Expense	0.00	0.00%	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%
Miscellaneous	600.00	8.60%	50.00	23.94	16.06	32.12%	150.00	31.61	98.39	65.59%
Dues & Subscriptions	2,105.00	50.50%	175.00	835.98	(650.98)	-371.99%	533.00	1,062.97	(537.97)	-102.47%
Books	0.00	0.00%	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%
Conferences & Training	6,100.00	7.21%	500.00	440.00	60.00	12.00%	1,500.00	440.00	1,060.00	70.67%
Staff Development	0.00	0.00%	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%
Total Administration	407,316.00	28.60%	29,337.37	36,118.03	(6,780.66)	-23.11%	122,962.15	96,351.14	26,611.01	21.64%
Training issue										
Annual premiums billed April										
1410 - Elections										
PT Salaries	0.00	0.00%	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%
Office Supplies	0.00	0.00%	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%
Legal Publications/Notification	0.00	0.00%	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%
Equipment Repair	0.00	0.00%	0.00	0.00	0.00	0.00%	0.00	600.00	(600.00)	-100.00%
County Election Fees	950.00	0.00%	0.00	0.00	0.00	0.00%	950.00	0.00	950.00	100.00%
Printed Forms	0.00	0.00%	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%
Miscellaneous	100.00	0.00%	25.00	0.00	25.00	100.00%	25.00	0.00	25.00	100.00%
Total Elections	1,050.00	57.11%	25.00	0.00	25.00	100.00%	975.00	600.00	375.00	38.46%

	Full Year Budget	% to Date	MONTH				YTD			
			BUDGET	ACTUAL	Variance (\$)	Variance (%)	BUDGET	ACTUAL	Variance (\$)	Variance (%)
			2015	Month	Month	Month	Month	YTD	YTD	YTD
1450 - Communications										
FT Salaries	35,876.00	18.06%	2,759.69	2,044.41	715.28	25.97%	8,279.08	6,478.18	1,800.90	21.75%
PERA Contributions	2,661.00	18.08%	200.08	133.32	-66.76	33.29%	600.23	485.84	114.39	19.06%
FICA Contributions	2,324.00	17.65%	171.08	123.43	-47.65	27.85%	513.23	392.64	120.59	23.50%
Medicare Contributions	530.00	17.66%	40.00	28.87	-11.13	27.83%	120.00	91.84	28.16	23.47%
Health/Dental Insurance	9,970.00	24.55%	766.92	816.00	(49.08)	-6.40%	2,300.77	2,448.60	(147.23)	-6.40%
Workers Compensation	0.00	0.00%	0.00	0.00	0.00	0.00%	0.00	151.63	(151.63)	100.00%
Newsletter	8,000.00	27.11%	2,000.00	503.95	-1,496.05	74.80%	2,000.00	1,153.65	846.35	57.28%
Office Supplies	560.00	8.65%	50.00	0.00	-50.00	100.00%	150.00	48.50	101.50	67.67%
Mileage	100.00	0.00%	25.00	0.00	-25.00	100.00%	25.00	57.27	(32.27)	128.28%
Public Notices	5,000.00	20.67%	400.00	702.30	(302.30)	-75.58%	1,500.00	1,041.70	458.30	30.54%
Cable Operations	4,800.00	19.20%	400.00	369.69	30.31	7.58%	1,500.00	921.64	578.36	38.20%
Conferences	700.00	51.43%	350.00	60.00	-290.00	82.86%	350.00	360.00	(10.00)	2.86%
Repro/Print Equipment	450.00	0.00%	0.00	0.00	0.00	0.00%	225.00	0.00	225.00	100.00%
Total Communications	70,812.00	20.67%	7,162.77	4,861.97	2,300.80	33.13%	16,913.31	14,646.19	2,267.12	33.40%
1530 - Finance										
FT Salaries	66,862.00	21.40%	5,143.31	5,501.56	(358.25)	-6.97%	15,429.92	14,307.40	1,122.52	7.27%
PT Salaries	2,600.00	0.00%	276.92	0.00	-276.92	100.00%	830.77	0.00	830.77	100.00%
PERA Contributions	4,848.00	22.13%	372.92	412.63	(39.71)	-10.65%	1,118.77	1,073.07	45.70	4.08%
FICA Contributions	4,369.00	19.05%	336.08	324.10	11.98	3.60%	1,008.23	832.29	175.94	17.43%
Medicare Contributions	1,027.00	19.04%	78.62	75.78	2.84	3.64%	235.85	194.61	41.24	17.49%
Health/Dental Insurance	14,955.00	17.46%	1,150.38	870.40	-279.98	24.34%	3,451.15	2,611.20	839.95	24.34%
Unemployment Benefits	3,000.00	0.00%	0.00	0.00	2,000.00	100.00%	2,000.00	0.00	2,000.00	100.00%
Workers Compensation	500.00	56.55%	125.00	0.00	-125.00	100.00%	135.00	282.76	(147.76)	136.21%
Office Supplies	21.21%	125.00	13.00	13.00	0.00	89.60%	18.93	106.07	(87.14)	100.00%
Trained Forms	500.00	0.00%	0.00	0.00	500.00	100.00%	135.00	0.00	135.00	100.00%
Adult Services	27,000.00	45.38%	0.00	12,225.00	(12,225.00)	-100.00%	0.00	12,225.00	(12,225.00)	-100.00%
Contract Services	6,000.00	36.00%	500.00	573.52	(73.52)	-14.70%	1,500.00	2,100.25	(600.25)	-44.02%
Mileage	50.00	0.00%	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%
Miscellaneous	200.00	78.14%	50.00	156.28	(106.28)	-212.56%	50.00	156.28	(106.28)	-212.56%
Dues & Subscriptions	70.00	0.00%	3.00	0.00	3.00	100.00%	3.00	0.00	3.00	100.00%
Conferences & Training	500.00	0.00%	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%
Total Finance	134,647.00	25.21%	10,523.23	20,152.27	(9,629.04)	-91.50%	26,230.69	33,948.93	(7,709.24)	-29.38%

1910 - Planning & Zoning	Full Year BUDGET 2015	% to date	MONTH				YTD			
			BUDGET Month	ACTUAL Month	Variance (\$)	Variance (%)	BUDGET YTD	ACTUAL YTD	Variance (\$)	Variance (%)
PT Salaries	153,354.00	26.37%	11,925.31	14,955.21	(3,129.90)	-26.37%	35,475.92	40,180.02	(4,704.10)	-13.26%
PT Salaries	3,600.00	0.00%	276.92	0.00	276.92	100.00%	830.77	0.00	830.77	100.00%
PERA Contributions	9,849.00	24.39%	757.62	963.87	(206.25)	-27.22%	2,272.85	2,402.26	(129.41)	-5.69%
PERA Contributions	8,646.00	23.40%	665.08	786.63	(121.55)	-18.28%	1,995.33	2,023.33	(28.00)	-1.41%
Medicare Contributions	2,022.00	135.54	183.98	183.98	(28.44)	-18.28%	466.62	473.20	(6.58)	-1.41%
Health/Dental Insurance	32,047.00	25.07%	2,465.15	2,678.00	(212.85)	-8.63%	7,395.46	8,034.00	(638.54)	-8.63%
Workers Compensation	800.00	71.82%	0.00	0.00	0.00	0.00%	800.00	574.57	225.43	28.18%
Developer escrow offset cost recovery	(16,500.00)	-100.00%	0.00	(1,375.74)	168.74	-12.7%	(4,125.00)	(5,371.88)	1,246.88	-30.23%
Office Supplies	1,800.00	4.66%	150.00	26.21	123.79	82.33%	450.00	83.79	366.21	81.38%
Printed Forms	750.00	122.67%	250.00	92.00	158.00	63.20%	250.00	920.00	(670.00)	-268.00%
Engineering Services	20,000.00	33.56%	1,500.00	4,133.75	(2,633.75)	-195.58%	4,500.00	6,511.35	(2,011.35)	-44.69%
Contract Services	5,000.00	0.00%	1,250.00	0.00	1,250.00	100.00%	1,250.00	0.00	1,250.00	100.00%
Postage	200.00	0.00%	50.00	0.00	50.00	100.00%	50.00	0.00	50.00	100.00%
Mileage	250.00	0.00%	20.00	0.00	20.00	100.00%	60.00	0.00	60.00	100.00%
Miscellaneous	500.00	0.00%	40.00	0.00	40.00	100.00%	120.00	0.00	120.00	100.00%
Dues & Subscriptions	600.00	0.00%	50.00	0.00	50.00	100.00%	150.00	0.00	150.00	100.00%
Books	300.00	0.00%	25.00	0.00	25.00	100.00%	75.00	0.00	75.00	100.00%
Conferences & Training	2,000.00	11.25%	500.00	0.00	500.00	100.00%	500.00	225.00	275.00	55.00%
Total Planning & Zoning	224,218.00	35.00%	18,015.62	22,575.91	(3,570.29)	-21.34%	52,516.85	56,055.54	(3,538.69)	-6.74%
1930 - Engineering Services	54,800.00	28.34%	4,500.00	6,162.45	(1,662.45)	-36.94%	13,500.00	15,530.80	(2,030.80)	-15.04%
Engineering Services	54,800.00	28.34%	4,500.00	6,162.45	(1,662.45)	-36.94%	13,500.00	15,530.80	(2,030.80)	-15.04%
Total Engineering Services	54,800.00	28.34%	4,500.00	6,162.45	(1,662.45)	-36.94%	13,500.00	15,530.80	(2,030.80)	-15.04%
1940 - City Hall	50.00	0.00%	25.00	0.00	25.00	100.00%	25.00	0.00	25.00	100.00%
Cleaning Supplies	300.00	0.00%	25.00	0.00	25.00	100.00%	75.00	0.00	75.00	100.00%
Building Repair Supplies	6,000.00	58.21%	500.00	1,220.02	(720.02)	-144.00%	1,500.00	3,492.56	(1,992.56)	-132.84%
Utilities	353.00	102.17%	113.00	112.94	0.06	0.05%	353.00	360.66	(7.66)	-2.17%
Refuse	6,000.00	72.05%	500.00	2,613.76	(2,113.76)	-422.75%	1,500.00	4,383.21	(2,883.21)	-192.21%
Repairs/Maint Contractual Bldg	7,700.00	37.82%	650.00	1,047.13	(397.13)	-61.10%	1,900.00	2,913.41	(1,013.41)	-53.28%
Repairs/Maint Contractual Equip	29,532.00	25.00%	2,461.00	2,461.00	0.00	0.00%	7,383.00	7,383.00	0.00	0.00%
Facility Lease	300.00	23.39%	25.00	51.04	(26.04)	-104.16%	75.00	70.18	4.82	6.43%
Miscellaneous	50,235.00	37.03%	4,299.00	7,505.89	(3,206.89)	-74.60%	12,811.00	18,602.02	(5,791.02)	-45.20%
Total City Hall	98,400.00	25.15%	75,577.99	98,312.45	(22,734.46)	-30.08%	240,293.00	247,447.71	(7,154.71)	-2.97%
Total General Government	98,400.00	25.15%	75,577.99	98,312.45	(22,734.46)	-30.08%	240,293.00	247,447.71	(7,154.71)	-2.97%

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

DEPT 420 - PUBLIC SAFETY	Full Year BUDGET 2015	% to date	MONTH				YTD			
			BUDGET Month	ACTUAL Month	Variance (\$)	Variance (%)	BUDGET YTD	ACTUAL YTD	Variance (\$)	Variance (%)
2100 - Police	517,799.00	0.20%	0.00	0.00	0.00	0.00%	0.00	1,034.22	(1,034.22)	-100.00%
Law Enforcement Contract	517,799.00	0.20%	0.00	0.00	0.00	0.00%	0.00	1,034.22	(1,034.22)	-100.00%
Total Police	517,799.00	0.20%	0.00	0.00	0.00	0.00%	0.00	1,034.22	(1,034.22)	-100.00%
2150 - Prosecution	50,000.00	28.13%	4,300.00	4,717.50	(517.50)	-12.32%	12,500.00	14,062.50	(1,562.50)	-12.50%
Agency Criminal	50,000.00	28.13%	4,300.00	4,717.50	(517.50)	-12.32%	12,500.00	14,062.50	(1,562.50)	-12.50%
Total Prosecution	50,000.00	28.13%	4,300.00	4,717.50	(517.50)	-12.32%	12,500.00	14,062.50	(1,562.50)	-12.50%
2220 - Fire	68,614.00	23.58%	5,278.00	5,626.97	(348.97)	-6.61%	13,834.00	16,176.88	(2,342.88)	-2.17%
FT Salaries	123,121.00	16.33%	9,470.85	6,897.55	2,573.30	27.17%	28,412.54	20,105.60	8,306.94	29.24%
PEBA Contributions	12,116.00	26.61%	933.00	1,083.96	(151.96)	-16.30%	2,796.00	3,224.58	(428.58)	-15.33%
PEBA Contributions	7,653.00	21.36%	587.15	359.28	227.87	38.81%	1,761.46	1,630.20	131.26	7.45%
Medicare Contributions	2,780.00	23.37%	213.85	174.87	38.98	18.23%	641.34	649.77	(8.23)	-1.28%
Health/Dental Insurance	14,243.00	24.05%	1,095.62	1,112.00	(16.38)	-1.23%	3,286.85	3,426.00	(139.15)	-4.23%
Unemployment Benefits	0.00	0.00%	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%
Workers Compensation	9,000.00	163.77%	0.00	0.00	0.00	0.00%	9,000.00	14,739.09	(5,739.09)	-63.77%
Office Supplies	850.00	7.11%	70.00	0.00	70.00	100.00%	210.00	60.44	149.56	71.22%
EMS Supplies	3,400.00	3.81%	288.00	129.69	150.31	53.68%	840.00	129.69	710.31	84.56%
Fire Prevention	3,000.00	0.00%	250.00	0.00	250.00	100.00%	790.00	0.00	790.00	100.00%
Fuel, Oil & Fluids	13,000.00	13.17%	1,075.00	866.61	208.39	19.39%	3,225.00	1,712.40	1,512.60	46.50%
Small Tools & Equip	20,892.00	2.21%	1,750.00	367.70	1,382.30	78.99%	5,290.00	460.74	4,789.26	91.22%
Physicals	3,181.00	8.33%	265.00	0.00	265.00	100.00%	795.00	265.00	530.00	66.67%
Radio	21,562.00	20.46%	5,390.50	3,914.76	1,475.74	27.38%	5,390.50	4,411.76	978.74	18.16%
Mileage	250.00	0.00%	20.00	0.00	20.00	100.00%	70.00	0.00	70.00	100.00%
Insurance	8,307.00	0.00%	0.00	0.00	0.00	0.00%	8,307.00	0.00	8,307.00	100.00%
Electric Utility	17,000.00	35.27%	1,400.00	1,985.35	(585.35)	-41.81%	4,400.00	5,995.48	(1,595.48)	-36.26%
Refuse	1,000.00	79.17%	85.00	266.38	(181.38)	-213.39%	235.00	791.69	(556.69)	-240.47%
Repair/Plant Equip	2,000.00	179.60%	165.00	1,799.26	(1,634.26)	-990.46%	495.00	3,592.09	(3,097.09)	-625.66%
Uniforms	33,260.00	14.10%	2,770.00	1,898.63	871.37	31.46%	8,310.00	4,689.74	3,620.26	43.57%
Miscellaneous	1,500.00	16.73%	208.00	175.70	33.30	15.53%	624.00	118.80	505.20	31.88%
Dues & Subscriptions	3,508.00	28.46%	135.00	171.21	(49.21)	-39.37%	375.00	416.97	(41.97)	-11.86%
Books	220.00	0.00%	290.00	264.00	26.00	9.37%	870.00	925.04	(55.04)	-6.33%
Conferences & Training (Reimb)	12,375.00	12.98%	1,125.00	617.83	507.17	45.08%	3,125.00	1,606.65	1,518.35	48.59%
Total Fire	385,312.00	22.17%	32,865.97	27,744.75	5,121.22	15.58%	105,073.89	85,438.52	19,635.37	18.69%
2250 - Fire Relief	37,333.00	0.00%	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%
Fire State Aid	37,333.00	0.00%	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%
Total Fire Relief	37,333.00	0.00%	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%

YTD correction for accrual level to 2014 for RQC FF

Due to 18% rate increase

Annual premiums billed April

	Full Year		MONTH				YTD			
	BUDGET 2013	% to date	BUDGET Month		ACTUAL Month		BUDGET YTD	ACTUAL YTD	Variance (\$)	
				Variance (\$)		Variance (%)				Variance (%)
2400 - Building Inspection										
FT Salaries	119,606.00	15.00%	11,505.15	6,553.65	4,954.50	-43.05%	34,524.46	22,447.66	12,076.80	-34.98%
PERA Contributions	10,846.00	15.52%	834.31	-491.50	342.81	-41.09%	2,502.92	1,683.56	819.36	-32.74%
PICA Contributions	9,276.00	14.19%	713.54	381.93	331.61	-46.47%	2,140.62	1,316.44	824.18	-38.50%
Medicare Contributions	2,169.00	14.89%	166.85	89.34	77.51	-46.45%	500.54	307.89	192.65	-38.49%
Health/Dental Insurance	24,486.00	14.89%	2,191.23	1,414.00	777.23	-35.47%	6,573.69	4,242.00	2,331.69	-35.47%
Unemployment Benefits	0.00	0.00%	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%
Workers Compensation	1,000.00	220.14%	0.00	0.00	0.00	0.00%	1,000.00	2,201.38	(1,201.38)	-120.14%
Office Supplies	2,100.00	4.87%	175.00	68.35	106.65	60.94%	525.00	102.19	422.81	-80.54%
Printed Forms	700.00	6.00%	175.00	0.00	175.00	0.00%	1,750.00	0.00	1,750.00	0.00%
Fuel, Oil & Flats	5,500.00	3.17%	450.00	74.41	375.59	83.46%	1,350.00	1,743.37	422.81	31.31%
Engineering	9,000.00	16.24%	750.00	849.50	(99.50)	-13.27%	2,250.00	1,461.50	788.50	-35.04%
Inspector Contract Services	67,200.00	10.00%	4,000.00	2,457.75	(1,542.25)	-38.56%	10,000.00	6,716.74	3,283.26	-32.83%
Mileage	3,500.00	27.21%	200.00	310.50	(110.50)	-55.25%	400.00	952.49	(552.49)	-138.12%
Insurance	900.00	6.00%	75.00	0.00	75.00	100.00%	225.00	0.00	225.00	100.00%
Repairs/Maint Equip	2,300.00	6.00%	175.00	0.00	175.00	100.00%	525.00	0.00	525.00	100.00%
Uniforms	850.00	6.00%	70.00	0.00	70.00	100.00%	210.00	89.98	120.02	57.15%
Miscellaneous	650.00	11.62%	55.00	0.00	55.00	100.00%	165.00	75.51	89.49	-54.24%
Dues & Subscriptions	700.00	0.00%	60.00	385.00	(325.00)	-541.67%	180.00	385.00	(205.00)	-113.89%
Books	3,000.00	23.95%	0.00	45.69	(45.69)	-100.00%	1,500.00	718.49	781.51	-52.10%
New Truck	23,000.00	0.00%	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%
Conferences & Training	2,275.00	16.58%	700.00	85.00	615.00	87.86%	700.00	460.00	240.00	-34.29%
Total Building Inspections	323,558.00	13.39%	22,299.08	13,206.82	9,092.26	-40.77%	65,447.23	43,335.20	22,112.03	-33.79%
2500 - Emergency Communications										
Contract Services	7,000.00	0.00%	1,750.00	0.00	1,750.00	100.00%	1,750.00	0.00	1,750.00	100.00%
Total Emergency Communications	7,000.00	0.00%	1,750.00	0.00	1,750.00	100.00%	1,750.00	0.00	1,750.00	100.00%
2700 - Animal Control										
Printed Forms	0.00	0.00%	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%
Contract Services	6,000.00	25.00%	500.00	500.00	0.00	0.00%	1,500.00	1,500.00	0.00	0.00%
Miscellaneous (Impounding)	800.00	24.38%	65.00	-45.00	20.00	30.77%	1,950.00	1,950.00	0.00	0.00%
Total Animal Control	6,800.00	24.93%	565.00	-45.00	20.00	3.54%	1,695.00	1,695.00	0.00	0.00%
Total Public Safety	1,327,792.00	10.90%	61,680.05	-46,214.07	15,465.98	-25.07%	186,466.12	145,565.44	40,900.68	-21.93%

Annual premiums billed April

DEPT 430 - PUBLIC WORKS

DEPT 340 - PUBLIC WORKS										
	Full Year 2015	% to date	MONTH				YTD			
			BUDGET Month	ACTUAL Month	Variance (\$) Month	Variance (%) Month	BUDGET YTD	ACTUAL YTD	Variance (\$) YTD	Variance (%) YTD
3100 - Public Works										
FT Salaries	153,314.00	23.37%	11,793.38	11,482.13	311.25	2.64%	35,380.15	34,299.00	1,081.15	3.06%
PT Salaries	23,460.00	2.63%	1,804.62	75.00	1,729.62	93.84%	5,413.85	618.00	4,795.85	88.58%
PERA Contributions	11,115.00	23.14%	855.00	861.17	(6.17)	-0.72%	2,565.00	2,572.41	(7.41)	-0.29%
PERA Contributions	10,960.00	18.66%	843.08	680.98	162.10	19.23%	2,329.23	2,045.48	283.75	19.13%
Medicare Contributions	2,563.00	18.67%	197.15	159.31	37.84	19.19%	591.46	478.41	113.05	19.11%
Health/Dental Insurance	3,4183.00	25.44%	2,629.46	2,899.00	(269.54)	-10.25%	7,888.38	8,697.00	(808.62)	-10.25%
Unemployment Benefits	0.00	0.00%	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%
Workers Compensation	6,000.00	228.79%	500.00	0.00	500.00	100.00%	1,500.00	13,273.33	(12,273.33)	-815.16%
Office Supplies	2,000.00	0.00%	165.00	0.00	165.00	100.00%	495.00	0.00	495.00	100.00%
Shop Materials	1,500.00	46.32%	125.00	186.24	(61.24)	-48.99%	375.00	694.86	(319.86)	-85.30%
Building Repair Supplies	500.00	17.35%	40.00	38.99	1.01	2.52%	120.00	86.75	33.25	27.71%
Small Tools and Minor Equip	1,200.00	40.84%	100.00	69.56	30.44	30.44%	300.00	490.04	(190.04)	-63.35%
Engineering Services	9,000.00	60.33%	750.00	2,386.50	(1,636.50)	-218.20%	2,250.00	5,484.00	(3,234.00)	-143.73%
Contract Services	4,000.00	9.72%	1,000.00	214.90	785.10	78.51%	2,000.00	388.85	1,611.15	80.56%
Radio	1,300.00	23.77%	335.00	309.06	25.94	4.90%	335.00	309.06	25.94	7.73%
Mileage	0.00	0.00%	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%
Insurance	20,000.00	0.00%	0.00	0.00	0.00	0.00%	20,000.00	0.00	20,000.00	100.00%
Electric Utility	28,000.00	35.39%	2,500.00	3,305.01	(805.01)	-32.20%	9,500.00	9,910.40	(410.40)	-4.32%
Refuse	2,400.00	26.83%	200.00	216.67	(16.67)	-8.33%	600.00	613.97	(13.97)	-2.33%
Fuel, Oil, Fluids (ALL dep's)	42,000.00	13.21%	3,000.00	2,395.39	604.61	20.13%	15,000.00	5,546.95	9,453.05	63.02%
Repair/Maint Bldg	3,500.00	53.57%	300.00	1,339.46	(1,039.46)	-316.49%	800.00	1,874.84	(1,074.84)	-134.30%
Repair/Maint NOT Bldg	500.00	0.00%	40.00	0.00	40.00	100.00%	120.00	0.00	120.00	100.00%
Repair/Maint Equip (out)	5,000.00	5.15%	400.00	0.00	400.00	100.00%	1,200.00	257.50	942.50	78.54%
Equipment Parts	7,500.00	0.00%	625.00	2,680.62	(1,455.62)	-232.90%	1,875.00	2,186.17	(311.17)	-16.60%
Uniforms	2,000.00	15.92%	165.00	112.88	52.12	31.60%	495.00	318.38	176.62	35.68%
Miscellaneous	1,000.00	13.33%	50.00	67.93	(17.93)	-35.86%	150.00	133.33	16.67	11.11%
Landscaping Material	500.00	0.00%	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%
Dues & Subscriptions	200.00	0.00%	50.00	0.00	50.00	100.00%	50.00	0.00	50.00	100.00%
Conferences & Training	1,500.00	0.00%	375.00	0.00	375.00	100.00%	375.00	0.00	375.00	100.00%
Clean up Days	5,000.00	0.00%	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%
Total Public Works	380,195.00	23.87%	28,032.69	28,080.78	(48.09)	-0.17%	111,898.07	90,762.73	21,135.34	18.89%
3120 - Streets										
Equipment Parts	3,000.00	0.00%	250.00	0.00	250.00	100.00%	750.00	0.00	750.00	100.00%
Street Maintenance Materials	20,000.00	4.49%	1,500.00	742.24	757.76	50.53%	3,000.00	897.04	2,102.96	70.10%
Seal Coating/Crack Filling	186,578.00	0.00%	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%
Sign Repair Materials	2,500.00	0.00%	200.00	0.00	200.00	100.00%	500.00	0.00	500.00	100.00%
Contract Services	8,000.00	8.92%	0.00	713.54	(713.54)	-100.00%	0.00	713.54	(713.54)	-100.00%
Repairs/Maint Equipment	2,500.00	0.00%	210.00	0.00	210.00	100.00%	650.00	0.00	650.00	100.00%
Total Streets	222,578.00	0.72%	2,160.00	1,455.78	704.22	32.60%	4,880.00	1,610.58	3,269.42	67.00%

Use of more FT vs PT, overall cost very close to budget

Expense spread out in the budget, 18% rate increase in 2015

Annual premiums billed April

Full Year BUDGET 2015	% to date	MONTH				YTD			
		BUDGET Month	ACTUAL Month	Variance (\$)	Variance (%)	BUDGET YTD	ACTUAL YTD	Variance (\$)	Variance (%)
		Month	Month	Month	Month	YTD	YTD	YTD	YTD
3125 - Ice & Snow Removal									
Landscape Material	0.00%	0.00	380.14	(380.14)	-100.00%	0.00	380.14	(380.14)	-100.00%
Sand/Salt	29.66%	13,090.00	0.00	13,090.00	100.00%	43,000.00	23,724.41	21,275.59	47.28%
Contract Services	0.00%	500.00	0.00	500.00	100.00%	1,500.00	0.00	1,500.00	100.00%
Repairs/Maint Equipment	95.32%	730.00	693.32	36.68	7.56%	2,150.00	9,045.92	(6,895.92)	-320.74%
Total Ice & Snow Removal	34.92%	16,250.00	1,273.46	14,976.54	92.16%	48,650.00	33,350.47	15,299.53	31.45%
Includes \$7,200 for snow plow blades									
3160 - Street Lighting									
Street Lighting		28,000.00	2,350.00	2,019.81	14.05%	7,050.00	6,181.68	868.32	12.32%
Total Street Lighting	22.08%	28,000.00	2,350.00	2,019.81	14.05%	7,050.00	6,181.68	868.32	12.32%
3200 - Recycling									
Recycling Supplies	0.00%	1,750.00	0.00	1,750.00	100.00%	1,750.00	0.00	1,750.00	100.00%
Miscellaneous	0.00%	500.00	0.00	500.00	100.00%	1,500.00	0.00	1,500.00	100.00%
Total Recycling	0.00%	2,250.00	0.00	2,250.00	100.00%	3,250.00	0.00	3,250.00	100.00%
3250 - Tree Program									
Contract Services	0.00%	500.00	0.00	500.00	100.00%	1,500.00	0.00	1,500.00	100.00%
Total Tree Program	0.00%	500.00	0.00	500.00	100.00%	1,500.00	0.00	1,500.00	100.00%
Total Public Works	17.79%	741,773.00	52,342.69	33,629.83	35.75%	177,228.07	131,905.46	45,322.61	25.57%

DEPT 450 - CULTURE, RECREATIO									
5200 - Parks & Recreation	Full Year		MONTH				YTD		
	BUDGET	% to date	BUDGET	ACTUAL	Variance (\$)	Variance (%)	BUDGET	ACTUAL	Variance (\$)
	2015		Month	Month	Month	Month	YTD	YTD	YTD
IT Salaries	77,847.00	37.87%	5,986.23	10,108.51	(4,120.28)	-68.31%	17,964.69	29,478.46	(11,513.77)
PT Salaries	6,820.00	44.57%	524.62	865.00	(340.38)	-61.88%	1,573.85	3,039.50	(1,465.65)
PERA Contributions	5,644.00	39.17%	434.15	758.14	(323.99)	-74.43%	1,302.46	2,210.85	(908.39)
FICA Contributions	5,249.00	37.04%	403.77	631.76	(227.99)	-61.42%	1,211.31	1,944.35	(733.04)
Mechanics Contributions	1,228.00	37.03%	94.46	152.40	(57.94)	-61.34%	283.38	454.68	(171.30)
Health/Dental Insurance	19,940.00	21.82%	1,533.85	1,450.80	83.05	5.41%	4,601.54	4,351.60	249.94
Unemployment Benefits	0.00	0.00%	0.00	0.00	0.00	0.00%	0.00	0.00	0.00
Workers Compensation	4,000.00	89.62%	0.00	0.00	0.00	0.00%	4,000.00	3,384.75	615.25
Slop Materials	500.00	22.58%	40.00	74.92	(34.92)	-87.30%	120.00	112.90	7.10
Chemicals	750.00	0.00%	62.50	0.00	62.50	100.00%	187.50	0.00	187.50
Equipment Parts	2,000.00	26.20%	165.00	424.10	(259.10)	-157.03%	495.00	324.09	(170.91)
Building Repair Supplies	500.00	15.26%	40.00	0.00	40.00	100.00%	120.00	76.32	43.68
Landscape Materials	3,000.00	0.50%	250.00	15.04	234.96	93.88%	750.00	15.04	734.96
Small Tools and Minor Equip	1,000.00	0.00%	85.00	0.00	85.00	100.00%	250.00	0.00	250.00
Mileage	0.00	0.00%	0.00	0.00	0.00	0.00%	0.00	0.00	0.00
Insurance	3,200.00	0.00%	0.00	0.00	0.00	0.00%	3,200.00	0.00	3,200.00
Electric Utility	8,500.00	37.03%	750.00	1,253.85	(503.85)	-67.18%	2,350.00	3,147.50	(797.50)
Rebate	2,500.00	0.00%	208.33	0.00	208.33	100.00%	624.99	0.00	624.99
Repair/Maint Bldg	1,000.00	125.33%	85.00	704.50	(619.50)	-728.82%	250.00	1,253.33	(1,003.33)
Repair/Maint NOT Bldg	2,500.00	0.00%	200.00	0.00	200.00	100.00%	600.00	0.00	600.00
Repair/Maint Equip	1,500.00	0.00%	125.00	0.00	125.00	100.00%	375.00	0.00	375.00
Rental Buildings	4,600.00	2.87%	383.33	66.00	317.33	82.78%	1,149.99	132.00	1,017.99
Miscellaneous	750.00	24.67%	62.50	0.00	62.50	100.00%	187.50	185.00	2.50
Total Parks & Recreation	153,028.00	33.01%	11,435.74	16,525.02	(5,089.28)	-44.50%	41,597.21	50,510.37	(8,913.16)
Annual premiums billed April									
IT & Telephone									
IT-Hardware	9,100.00	29.83%	0.00	2,714.96	(2,714.96)	-100.00%	0.00	2,714.96	(2,714.96)
IT-Software	16,000.00	24.22%	0.00	0.00	0.00	0.00%	3,875.00	3,875.00	0.00
IT-Support Services	36,000.00	24.60%	3,000.00	2,951.42	48.58	1.62%	9,000.00	8,854.36	145.64
IT-Networking	7,800.00	0.00%	0.00	0.00	0.00	0.00%	0.00	0.00	0.00
IT-IT Contingency	16,000.00	0.00%	0.00	0.00	0.00	0.00%	0.00	0.00	0.00
Telephone	24,600.00	18.06%	2,055.00	1,536.42	518.58	25.72%	6,165.00	4,453.03	1,711.97
Total IT & Telephone	109,500.00	18.16%	5,055.00	7,192.80	(2,137.80)	-42.29%	19,040.00	19,897.25	(857.25)
Grand Total all Expenses	3,316,216.00	17.95%	206,091.47	201,874.17	4,217.30	2.05%	673,624.40	595,326.23	78,298.17
Subtotal Net Income over Expenses	482,118.00	-80.76%	(136,106.22)	(148,029.63)	(11,923.41)	-8.76%	(405,925.65)	(389,357.51)	16,568.14
DEPT 460 - COMP ADJ	35,000.00	0.00%	0.00	0.00	0.00	0.00%	0.00	0.00	0.00
Debt Service Increase	247,118.00	0.00%	0.00	0.00	0.00	0.00%	0.00	0.00	0.00
Transfer to City Projects (Streets)	0.00	0.00%	0.00	0.00	0.00	0.00%	0.00	0.00	0.00
DEPT 493 - OTM FINANCING	200,000.00	0.00%	0.00	0.00	0.00	0.00%	0.00	0.00	0.00
GRAND TOTAL EXP ALL DEPTS	3,798,334.00	15.67%	206,091.47	201,874.17	4,217.30	2.05%	673,624.40	595,326.23	78,298.17
Net Income over Expenses	0.00	0.00%	(136,106.22)	(148,029.63)	(11,923.41)	-8.76%	(405,925.65)	(389,357.51)	16,568.14



MAYOR & COUNCIL COMMUNICATION

DATE: April 21, 2015
CONSENT
ITEM 4

AGENDA ITEM: New Single Family Home Permit Report

SUBMITTED BY: Rick Chase, Building Official

THROUGH: Rick Chase, Building Official

REVIEWED BY: Kyle Klatt, Planning Director

SUGGESTED ORDER OF BUSINESS:

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

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

LEGISLATIVE HISTORY/BACKGROUND INFORMATION:

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

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



MAYOR & COUNCIL COMMUNICATION

DATE: April 21, 2015
CONSENT
ITEM #5

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

SUGGESTED ORDER OF BUSINESS:

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

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

LEGISLATIVE HISTORY/BACKGROUND INFORMATION:

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

Other work performed included:

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

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

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



MAYOR & COUNCIL COMMUNICATION

DATE: April 21, 2015
CONSENT
ITEM # 6

AGENDA ITEM: Zoning Map Amendments – Perfecting Amendments

SUBMITTED BY: Kyle Klatt, Community Development Director

THROUGH: Dean Zuleger, City Administrator

REVIEWED BY: Planning Commission
Nick Johnson, City Planner

SUGGESTED ORDER OF BUSINESS:

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

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

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

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

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

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

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

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

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

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

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

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

BACKGROUND INFORMATION (SWOT):

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

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

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

ATTACHMENTS:

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

CITY OF LAKE ELMO
COUNTY OF WASHINGTON
STATE OF MINNESOTA

ORDINANCE 08-117

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

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

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

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

LAKE ELMO CITY COUNCIL

Mike Pearson, Mayor

ATTEST:

Adam Bell, City Clerk

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

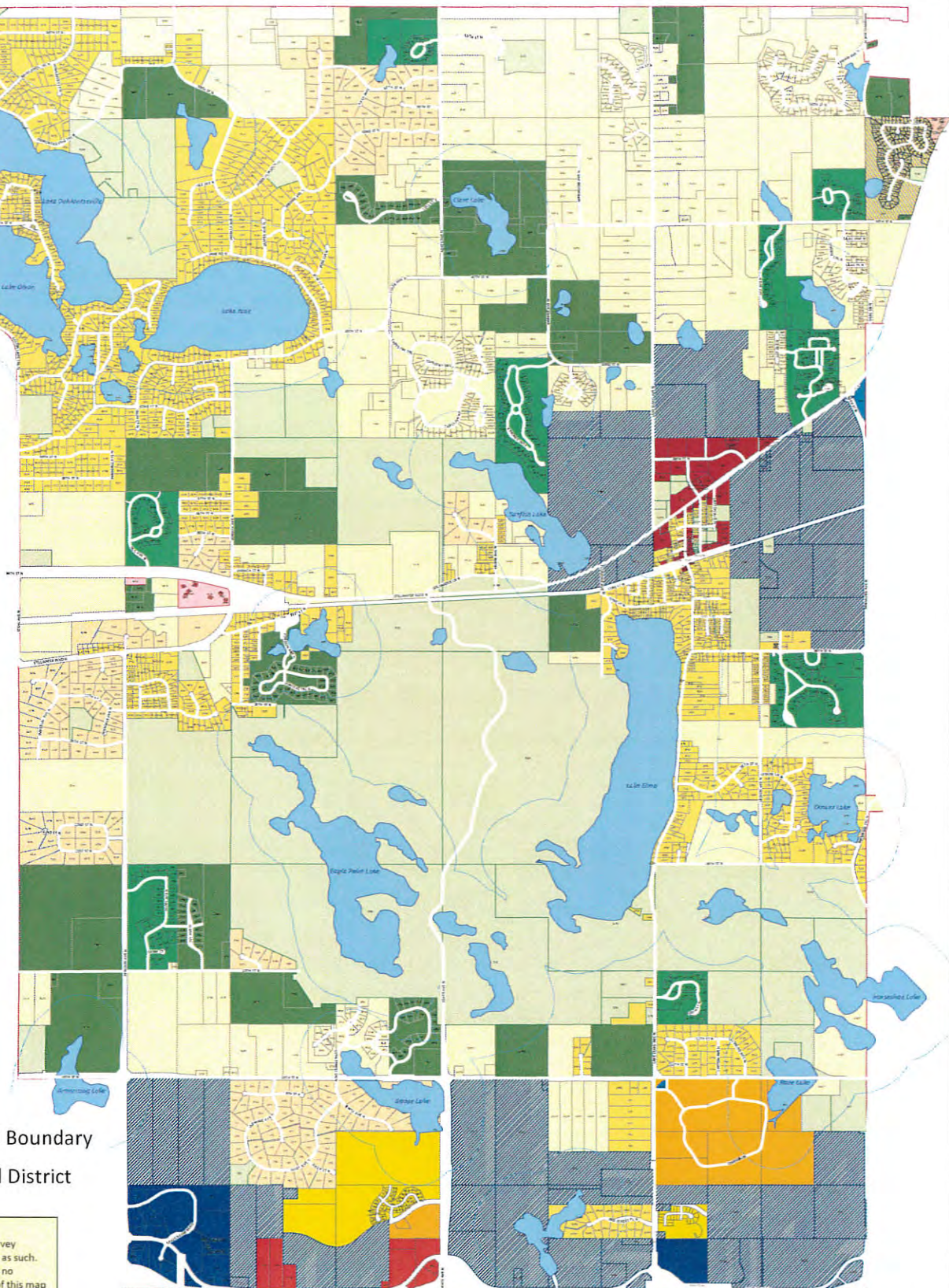


ZONING DISTRICTS

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

- Municipal Boundary
- Shoreland District

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



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

Official Zoning Map

THE CITY OF
LAKE ELMO



MAYOR & COUNCIL COMMUNICATION

DATE: April 21, 2015
CONSENT
ITEM # 7

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

SUBMITTED BY: Kyle Klatt, Community Development Director

THROUGH: Dean Zuleger, City Administrator

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

SUGGESTED ORDER OF BUSINESS:

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

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

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

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

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

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

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

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

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

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

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

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

BACKGROUND INFORMATION (SWOT):

Strengths: The developer's agreement has been drafted to guarantee that the improvements associated with Easton Village plans will 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 concur that the revisions to the developer's agreement for Easton Village (as documented in the updated agreement) are consistent with the City's conditional approval of the agreement at a previous meeting and to approve a potential assignment of the agreement to OP4

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

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

ATTACHMENTS:

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

EXCELSIOR

❖ *The Excelsior Group*

April 16, 2015

Dean Zuleger
City Administrator
City of Lake Elmo

Re: Easton Village Development

Dean,

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

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

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

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

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

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

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

Sincerely,

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

Ben Schmidt
Vice President

The Excelsior Group
612-259-0375

(reserved for recording information)

DEVELOPMENT CONTRACT

(Public sewer and water)

Easton Village

AGREEMENT dated _____, 2015, by and between the **CITY OF LAKE**

ELMO a Minnesota municipal corporation ("City"), and Easton Village, LLC (the "Developer").

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

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

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

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

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

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

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

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

Plan A – Final Plat

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

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

Plan D – Final Landscape and Tree Preservation Plan

Plan E – Eastern Village Trunk Sewer Line

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

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

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

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

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

9. CITY ENGINEERING ADMINISTRATION AND CONSTRUCTION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

preparation and submittal of the as-constructed grading plan.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

26. BUILDING PERMITS/CERTIFICATES OF OCCUPANCY.

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

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

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

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

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

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

Engineer.

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

27. RESPONSIBILITY FOR COSTS.

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

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

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

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

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

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

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

29. RAILROAD CROSSING IMPROVEMENTS: The Developer shall be required to pay for a portion of the costs to secure, build and install a public rail crossing at the location shown in Exhibit B to specifications required by the City, the Minnesota Department of Transportation, the Union Pacific Rail Road and any other regulatory agency having jurisdiction over the crossing and the track in accordance with the specifications of the City of Lake Elmo. The Developer's portion of these costs shall be calculated based on the ~~number~~ percentage of the overall number of Residential Equivalency Connection (REC) units ~~associated with the development~~ planned for developments that will directly access the Village Parkway minor collector road between State Highway 5 and 30th Street divided by the estimated overall project costs. The City will request that All future development projects that connecting directly to Village Parkway shall also be required to contribute in a similar manner towards said crossing improvement. The Developer shall provide all property in fee and/or easements as required by the City necessary to establish the railroad crossing. The Developer agrees to submit a cash payment of \$62,69363,000 to the City for its share of the railroad crossing improvements.

A. The amount of the cash payment was calculated as follows: \$500,000 estimated project costs dividedmultiplied by 12.6% (71 units out of 562) 566 benefitting REC units= \$833 per REC unit payment multiplied by 71 REC units within the Plat\$63,000.

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

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

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

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

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

B. Before the City executes the final plat, the Developer shall convey Outlots A, B, D, G, Part of E, and F to the City by warranty deed, free and clear of any and all encumbrances.

C. Railroad Crossing Improvements. The Developer shall enter into an escrow agreement with the City satisfactory to the City Attorney concerning acquisition of and the payment of

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

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

E. Temporary Manning Avenue Access Removal. Prior to the City's acceptance of the streets, the developer shall submit an letter of credit or cash escrow to the City in the amount of (\$26,246,27,870) to guarantee the removal of the temporary access road connecting to Manning Avenue. This letter of credit or escrow may be renewed for future project phases if the requirements for removal of the access road have not been met prior to the platting of future project phases.

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

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

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

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

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

J. The Developer shall enter into a maintenance agreement with the City that clarifies the individuals or entities responsible for any landscaping installed in areas outside of land dedicated as

public park and open space on the final plat.

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

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

30.31. MISCELLANEOUS.

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

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

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

D. Developer shall take out and maintain or cause to be taken out and maintained until six (6) months after the City has accepted the public improvements, public liability and property damage

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

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

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

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

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

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

other right, power or remedy.

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

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

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

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

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

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

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

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

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

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

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

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

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

35.36. SUMMARY OF SECURITY REQUIREMENTS. To guarantee compliance with the terms of this agreement, payment of special assessments, payment of the costs of all public improvements, and construction of all public improvements, the Developer shall furnish the City with an irrevocable letter of credit, in the form attached hereto, from a bank, cash escrow or a combination cash escrow and Letter of Credit ("security") for \$4,435,144,318,894. The amount of the security was calculated as follows:

CONSTRUCTION COSTS:

Streets	<u>\$449,489,526,489</u>
Sanitary Sewer	\$293,960
Eastern Village Trunk Sewer <u>and Watermain</u>	\$624,924
Watermain	\$303,289
Surface Water Facilities (pipe, ponds, rain gardens, etc.)	\$585,943
Grading	\$728,739
Erosion Control	<u>\$52,678,68,678</u>
Sidewalks/Trails	\$98,777
Street Lighting	Xcel to Install, to be pre-paid directly by developer
Street Signs and Traffic Control Signs	\$5,600
Landscaping	\$110,781
Tree Preservation and Restoration	\$164,435

Wetland Mitigation and Buffers	Separate letter of credit through Watershed District
Monuments	\$30,000
Miscellaneous Facilities	N/A
Developer's Record Drawings	\$6,500
Construction Sub-Total	<u>\$3,455,115</u>
Total Project Securities (at 125% Construction Costs)	<u>\$4,318,894</u>

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

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

A. Up to 50%, or \$2,159,447 of the security provided in accordance with paragraph 32. above may be released when: (1) Developer's obligations under this Agreement have been completed and the Public Improvements have been found to be complete to the satisfaction of the City including all corrective work for any identified punch list items, but not including the final wear course; and (2) completion of the Improvements is done to the satisfaction of the City and evidence of such is provided by the City in writing and satisfactory evidence of payment, such as lien waivers are provided.

B. Up to an additional 25%, or \$1,079,724 of the security provided in accordance with paragraph 32. above may be released when: (1) Developer's obligations under this Agreement have been completed and the Improvements have been found to be complete to the satisfaction of the City including all corrective work for any identified punch list items and including the final wear course;

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

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

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

Sewer Availability Charge (SAC)	\$213,000
Water Availability Charge (WAC)	\$213,000
Park Dedication	N/A
<u>Railroad Crossing Improvement Contribution</u>	<u>\$62,693,630,000</u>
Street Light Operating Fee	\$749.52
Village AUAR Fee	\$16,630
City Base Map Upgrading	\$1,100
City Engineering Administration Escrow	\$50,000 (Based on two months of administration/observation)
Total Cash Requirements	<u>\$557,172.52 557,479.52</u>

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

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

CITY OF LAKE ELMO

BY: _____, Mayor

(SEAL)

AND _____, City Clerk

DEVELOPER:

BY: _____
Its

STATE OF MINNESOTA)
 (ss.
COUNTY OF WASHINGTON)

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

NOTARY PUBLIC

STATE OF MINNESOTA)
 (ss.
COUNTY OF _____)

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

NOTARY PUBLIC

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

**FEE OWNER CONSENT
TO
DEVELOPMENT CONTRACT**

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

Dated this _____ day of _____, 2_____.

STATE OF MINNESOTA)
 (ss.
COUNTY OF _____)

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

NOTARY PUBLIC

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

**MORTGAGE CONSENT
TO
DEVELOPMENT CONTRACT**

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

Dated this _____ day of _____, 2_____.

STATE OF MINNESOTA)
 (ss.
COUNTY OF _____)

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

NOTARY PUBLIC

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

EXHIBIT "A" TO DEVELOPMENT CONTRACT

Legal Description of Property Being Final Platted as Easton Village

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

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

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

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

EXHIBIT "B" TO DEVELOPMENT CONTRACT

Disclosure of Information – Easton Village

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

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

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

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

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

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

IRREVOCABLE LETTER OF CREDIT

No. _____
Date: _____

TO: City of Lake Elmo

Dear Sir or Madam:

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

The draft must:

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

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

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

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

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

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

BY: _____

Its _____



MAYOR & COUNCIL COMMUNICATION

DATE: April 21, 2015
CONSENT
ITEM # 8

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

SUBMITTED BY: Nick M. Johnson, City Planner

THROUGH: Dean Zuleger, City Administrator

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

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

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

POLICY RECCOMENDER: Planning Commission

FISCAL IMPACT: None

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

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

BACKGROUND INFORMATION:

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

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

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

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

PLANNING COMMISSION REPORT:

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

STRENGTHS, WEAKNESSES, OPPORTUNITIES, THREATS:

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

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

Opportunities: N/A

Threats: N/A

PLANNING COMMISSION RECOMMENDATION:

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

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

ATTACHMENTS:

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

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

RESOLUTION NO 2015-28

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

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

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

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

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

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

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

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

FINDINGS

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

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

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

CONCLUSIONS AND DECISION

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

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

Mike Pearson, Mayor

ATTEST:

Adam Bell, City Clerk



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

ITEM: Sign Variance – 8515 Eagle Point Boulevard North

SUBMITTED BY: Nick Johnson, City Planner

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

SUMMARY AND ACTION REQUESTED:

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

GENERAL INFORMATION

Applicant: BDH + Young (Patrick Giordana), 7001 France Ave. N., Suite 200, Edina, MN 55435

Property Owners: Eagle Point Medical, LLC (Mark Davis), 222 South 9th Street #3255, Minneapolis, MN 55402

Location: Part of Section 33, Township 29 North, Range 21 West in Lake Elmo, at the southeast corner of Inwood Avenue (CSAH 13) and Eagle Point Boulevard. Address: 8515 Eagle Point Blvd. N., Lake Elmo, MN, 55042. PID Number: 33.029.21.42.0014

Request: Variance – Accessory Building Forward of the Primary Structure and within the Front Yard Setback.

Existing Land Use: Medical Facilities

Existing Zoning: BP – Business Park

Surrounding Land Use: Offices and Financial Institution

Surrounding Zoning: BP – Business Park

Comprehensive Plan: Business Park

Proposed Zoning: No Change

History: The subject property was platted as part of the Eagle Point Business Park 7th Addition in 2006. The Eagle Point Medical Center was approved as part of a Preliminary and Final PUD Plan in 2014 (Resolution 2014-54).

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

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

REQUEST DETAILS

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

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

BACKGROUND

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

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

PLANNING AND ZONING ISSUES

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

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

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

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

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

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

REVIEW AND ANALYSIS

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

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

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

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

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

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

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

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

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

Propose findings for this criterion are as follows:

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

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

Propose findings for this criterion are as follows:

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

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

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

RECCOMENDATION:

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

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

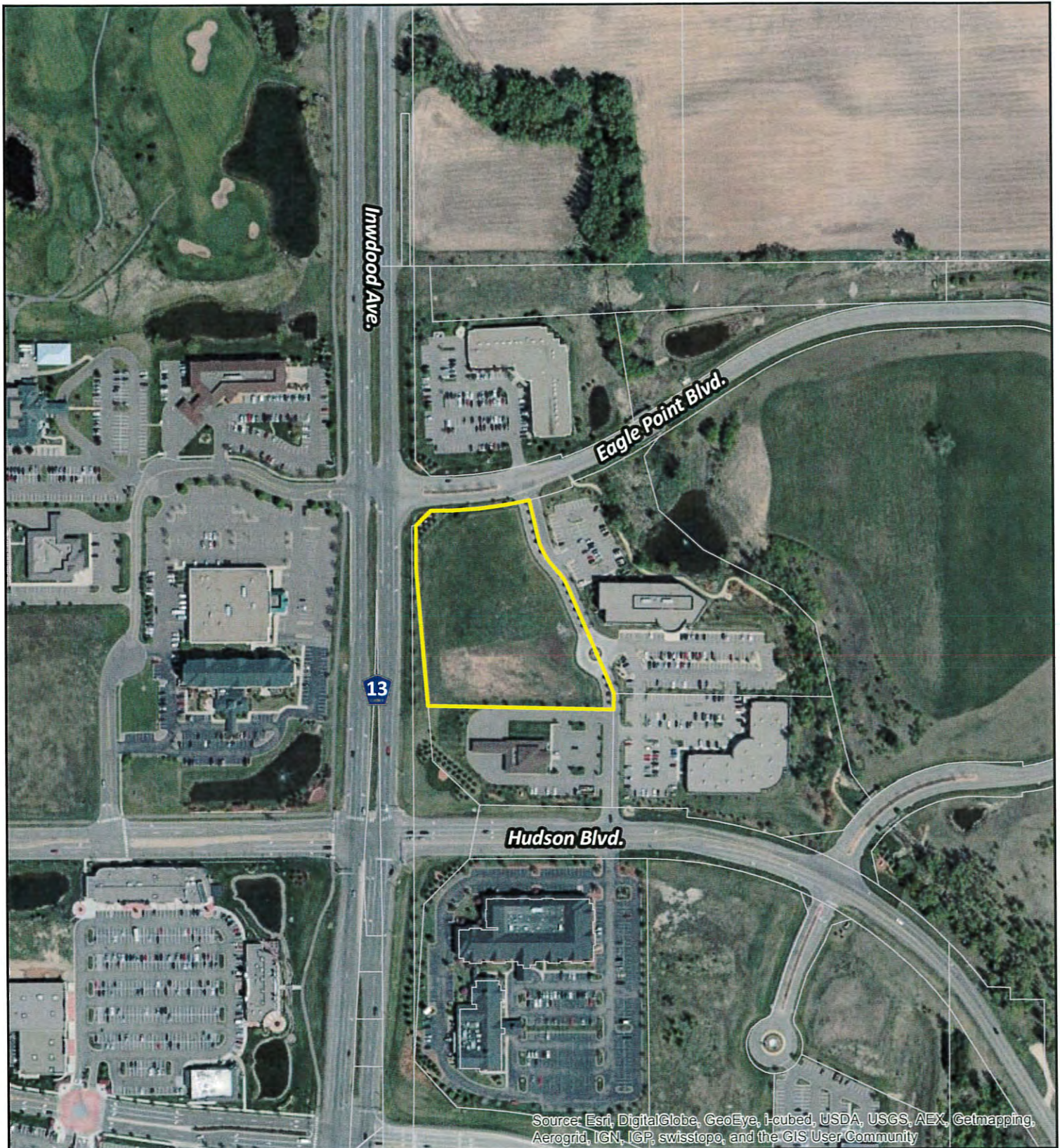
“Move to recommend approval of the variance request at 8515 Eagle Point Blvd. to allow for a 16-foot high ground sign at the Eagle Point Medical Center based on the findings identified in the Staff Report.”

ATTACHMENTS:

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

ORDER OF BUSINESS:

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



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

Location Map: 8515 Eagle Point Blvd. N.



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



8515 Eagle Point Blvd.

0 150 300 600 Feet
1"=300'



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



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

LAND USE APPLICATION

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

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

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

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

LEGAL DESCRIPTION

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

VARIANCE REQUEST FOR MONUMENT SIGN HEIGHT

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

SEE ATTACHED

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

Signature of applicant: P. J. Gil Date: 2/16/15

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



7001 France Avenue South
Suite 200
Edina, Minnesota 55435

p 952.893.9020
f 952.893.9299

March 12, 2015

Attn: Nick Johnson
City Planner

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

Regarding: Eagle Point Medical Center - Variance application

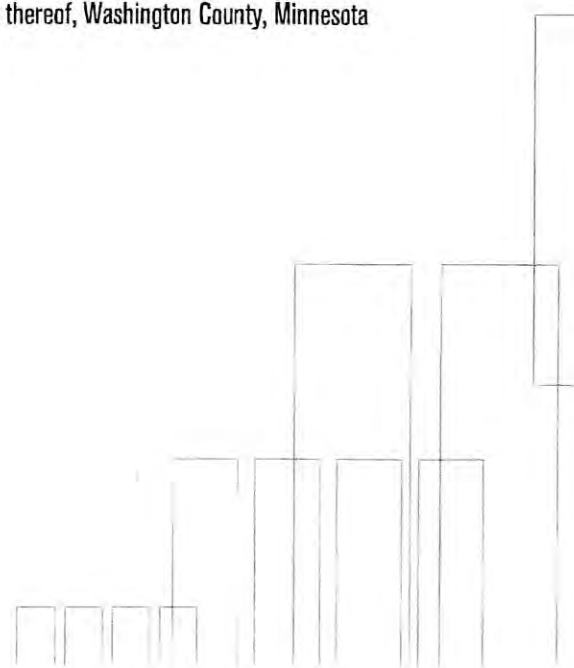
This letter is being provided per the requirements of the City of Lake Elmo Variance procedure and application form.

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

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

Zoning district:
Eagle Point Business Park PUD

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





7001 France Avenue South
Suite 200
Edina, Minnesota 55435

p 952.893.9020
f 952.893.9299

d. Description of variance request:

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

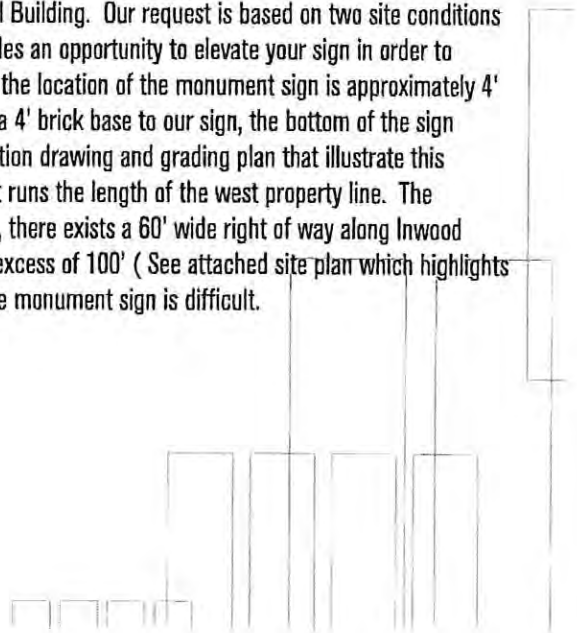
The request for a sign variance is for an additional 4' in height for the proposed monument sign. Our request is based on two site conditions that make visibility of the monument sign difficult. Ideally, a monument sign provides an opportunity to elevate your sign in order to improve the visibility for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

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

e. Pre-application discussions with staff:

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

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

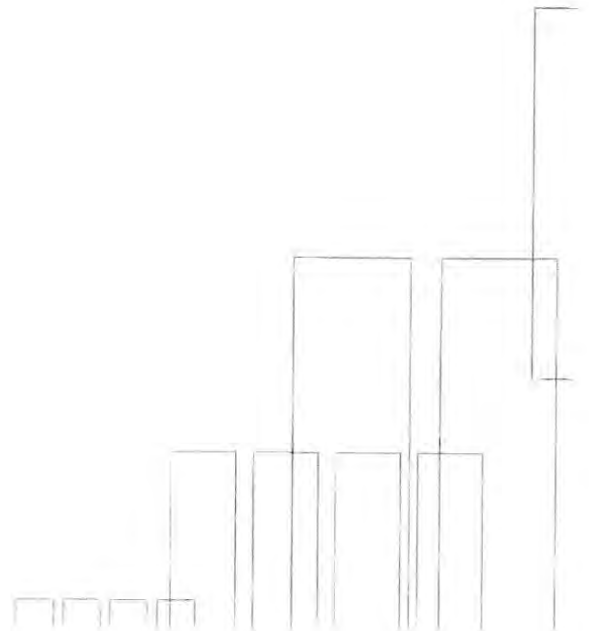




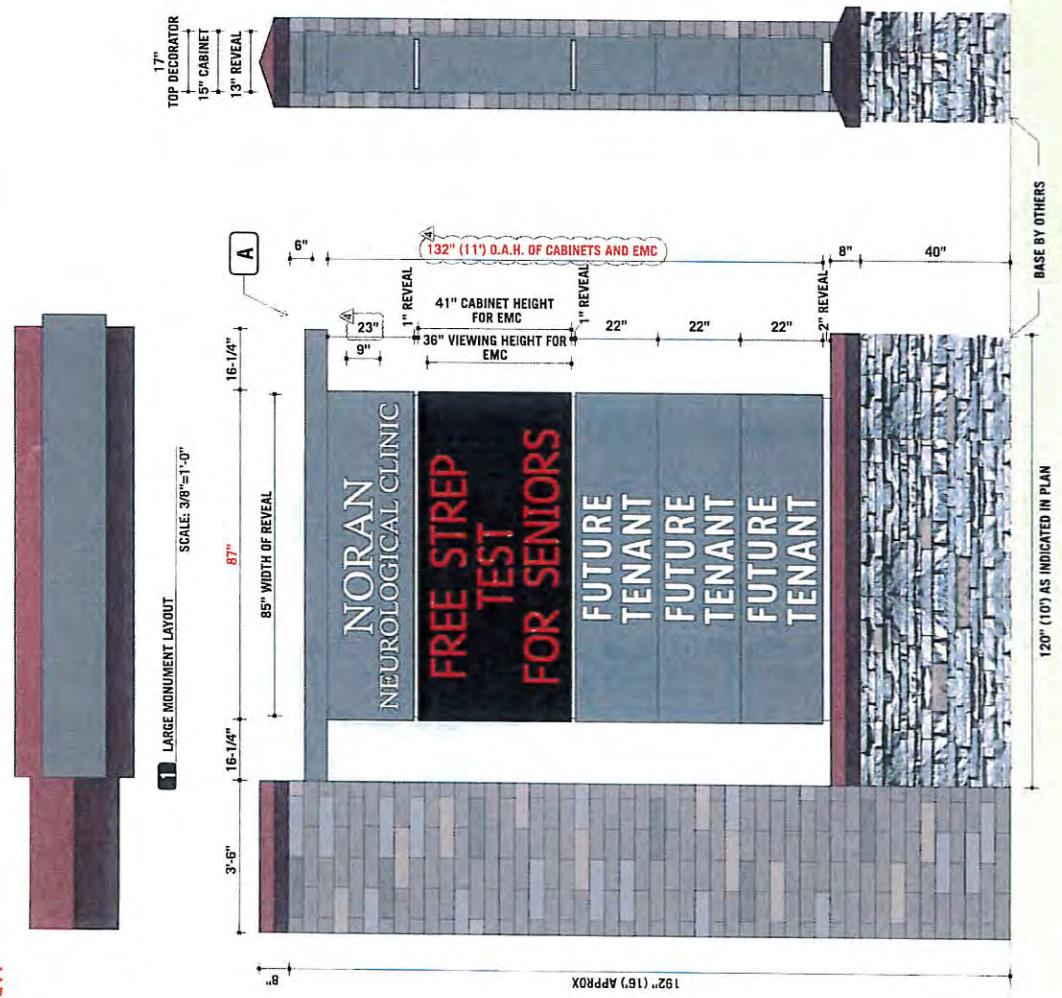
7001 France Avenue South
Suite 200
Edina, Minnesota 55435

p 952.893.9020
f 952.893.9299

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



LAKE ELMO, MN
79.75 SQ FT



 NORDQUIST SIGN COMPANY www.nordquistsign.com 945 Pierce Ridge Road, St. Paul, MN 55104 612.823.7291 877.823.7291	CLIENT: EAGLE POINT MEDICAL LAKE ELMO, MN	SIGN TYPE: LARGE MONUMENT	CUSTOMER APPROVAL NAME: _____ DATE: _____	REV 1: 01.14.15 JS REV 2: 01.16.15 JS REV 3: 02.12.15 JS REV 4: 02.25.15 JJ	SALES: SH PR: _____ DESIGN: JS DATE: 01.12.15 DWG: 6092	<small>These plans are the exclusive property of Nordquist Sign Company. They are submitted to you for the sole purpose of your review and are not to be used for any other purpose without the written consent of Nordquist Sign Company. If you are not an employee of your company, or use of these plans for any other purpose than the manufacture of signs for your company, or use of these plans for any other purpose than the manufacture of signs for your company, is prohibited and will render the user liable for damages. Copyright 2014 by Nordquist Sign Company. All rights reserved.</small>	 ELECTRIC SIGN	PAGE: 0.1
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DESCRIPTION

A CAP (TOP DECORATOR)
- FABRICATED ALUMINUM CAP
- PAINTED DARK GREY METALLIC

B D/F CABINETS
- FABRICATED ALUMINUM CABINETS
- PAINTED DARK GREY METALLIC
- 3/8" ROUTED WHITE PUSH THRU
- WHITE LED ILLUMINATION

C REVEALS
- FABRICATED ALUMINUM REVEAL
- PAINTED SPARKLE SILVER METALLIC (MP18074)

D EMC
- 19MM MONOCHROME EMC
- QTY: 2

E STEEL SUPPORT
- (1) 4" SQ STEEL TUBE BOLTED TO BASE VIA 1/2" PLATE
- BASE USES J-BOLTS TO MOUNT CABINET

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

FINISH SCHEDULE

23 MATTHEWS DARK GREY METALLIC

22 SPARKLE SILVER METALLIC (MP18074)

1 UPDATE EAGLE POINT FONT

2 REVISE SIGN TO FIT BASE

3 UPDATE NORAN FONT

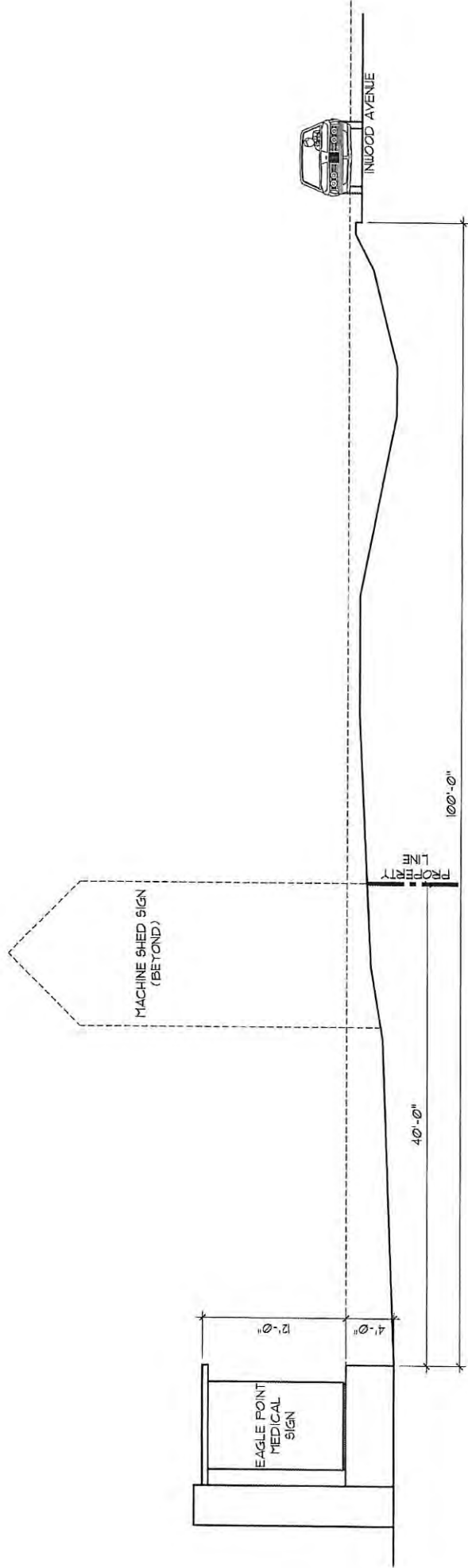
4 ADJUSTED USE OF TOP CABINET TO REDUCE SQUARE FOOTAGE TO UNDER 80 SQ FT

WELD STEEL TO CABINET

4" SQUARE STEEL

WELD STEEL TO CABINET

NTS

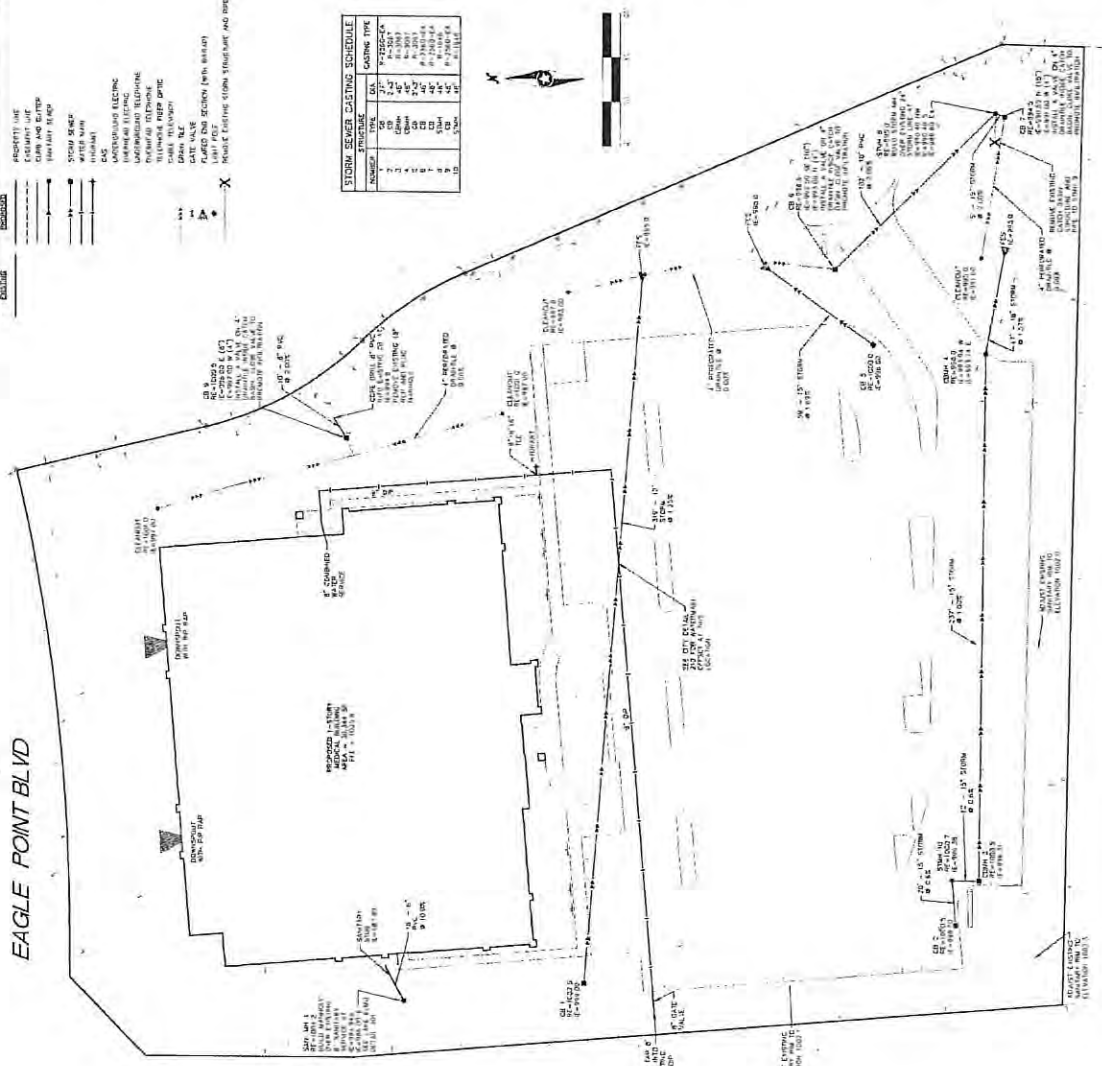


1 SITE SECTION
A100 1/8" = 1'-0"

Utility Legend

[illegible]

STORM SEWER CASTING SCHEDULE			CASTING TYPE
NUMBER	STRUCTURE	DIA.	
1	20'	24"	N-7550-1A
2	20'	24"	N-7551-1
3	20'	48"	N-7552-1
4	20'	48"	N-7553-1
5	20'	48"	N-7554-1
6	20'	48"	N-7555-1
7	20'	48"	N-7556-1
8	20'	48"	N-7557-1
9	20'	48"	N-7558-1
10	20'	48"	N-7559-1



City of Lake Elmo - Sanitary/Water Notes

- [illegible]

NEW MAIN NOTES.

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General Utility Notes "FOR PRIVATE INFRASTRUCTURE COMPONENTS ONLY"

- [illegible]



Westwood

Windward Professional Services
2701 43rd Street North, Suite 2
St. Cloud, MN 56303
PHONE 320-253-9480
FAX 320-262-8737
TELE FAX 320-262-8463
WWW.WINDWARD.COM

Disposit
 Charact
 Events
 Record Drawing by Lane

Keywords:

一、二、三、四、五、六、七、八、九、十、十一、十二、十三、十四、十五、十六、十七、十八、十九、二十、二十一、二十二、二十三、二十四、二十五、二十六、二十七、二十八、二十九、三十、三十一、三十二、三十三、三十四、三十五、三十六、三十七、三十八、三十九、四十、四十一、四十二、四十三、四十四、四十五、四十六、四十七、四十八、四十九、五十、五十一、五十二、五十三、五十四、五十五、五十六、五十七、五十八、五十九、六十、六十一、六十二、六十三、六十四、六十五、六十六、六十七、六十八、六十九、七十、七十一、七十二、七十三、七十四、七十五、七十六、七十七、七十八、七十九、八十、八十一、八十二、八十三、八十四、八十五、八十六、八十七、八十八、八十九、九十、九十一、九十二、九十三、九十四、九十五、九十六、九十七、九十八、九十九、一百。

Date	06/27/74	Invoice No.	99522
N. Chisholm			

Prepared for:

BDH & Young

77371 France Avenue South, Suite 300
Edina, Minnesota 55435

**Eagle Point
Medical Center**
Lake Elmo, Minnesota

UTILITY PLAN

Date	05/21/14
Page	C3 of 5



0 100 200 400 Feet

MAP FOR REFERENCE ONLY
NOT A LEGAL DOCUMENT

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

Created on 2/17/2015



lot 1, tract 1, Eagle Point Business Park 2TH ADDITION, according to the accepted plat thereof, Washington County, Minnesota.

[illegible][illegible][illegible]

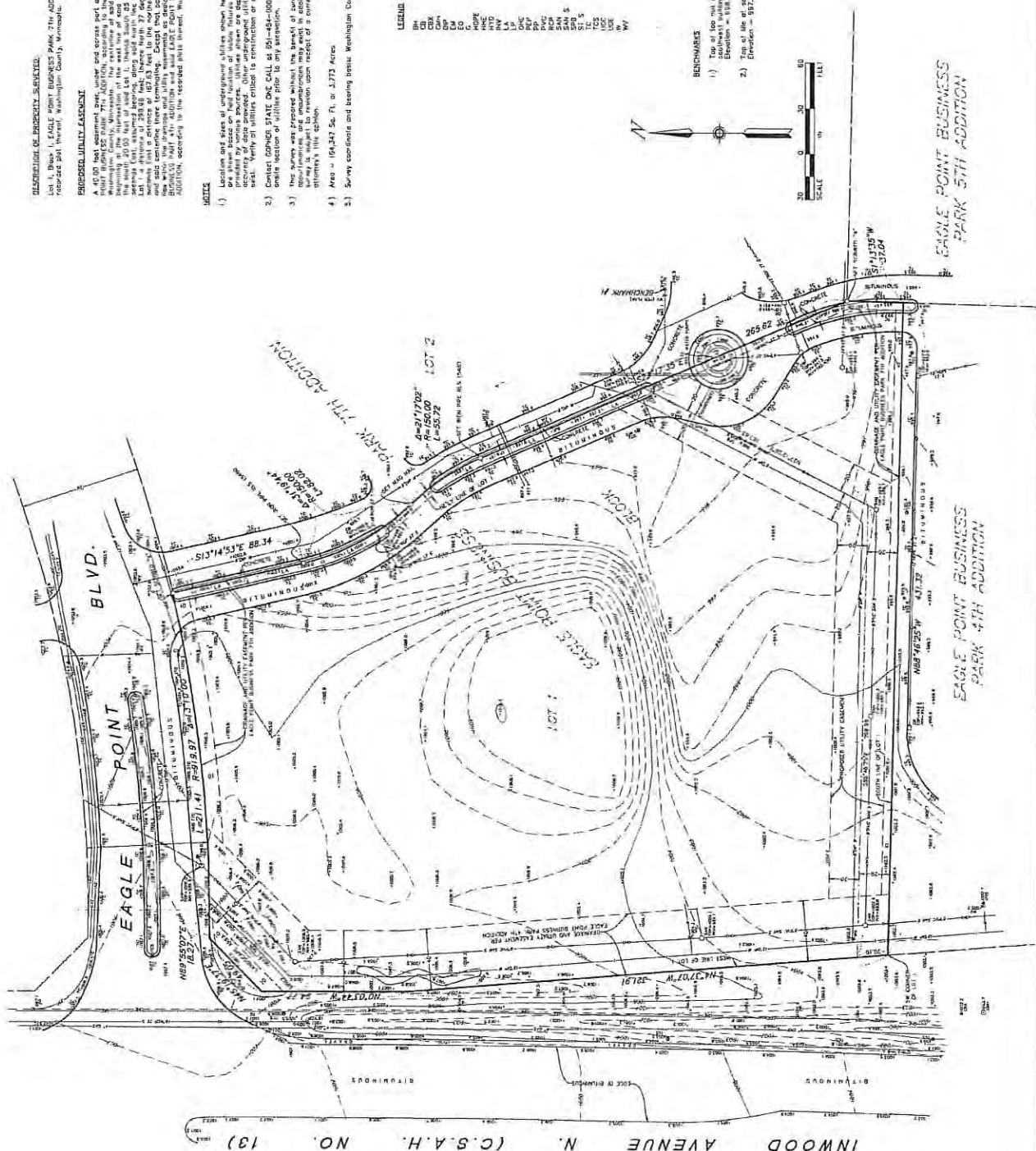
- Top of top rail of fire hydrant, approximately 35 feet southeast of the (southwest) building corner of 8530 Eagle Point Office Center
Elevation = 108.54 feet
- Top of tile of south main entrance to 8530 Eagle Point Office Center
Elevation = 987.10 feet

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

Dated this 23rd day of October, 2007

by M. S. Hanson M. S. Hanson, P.L.S. Minn. Lic. No. 154102

SUNDE
LAND SURVEYING
 10000 Highway 101, Suite 100
 San Diego, CA 92108
 (619) 591-1212
 FAX (619) 591-1213
 Telex 150000 SUNDE
 Cable 150000 SUNDE



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



Looking West



Looking Southwest



Looking Northwest



Ground Sign Base

Nick Johnson

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

Nick,

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

Thanks,

Regards,

Ann

Ann Pung-Terwedo

Senior Planner

Washington County Public Works

11660 Myeron Road North

Stillwater, MN 55082

Phone: 651-430-4362

FAX: 651-430-4350

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

Washington County Public Works Department

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



MAYOR & COUNCIL COMMUNICATION

DATE: April 21, 2015

CONSENT

ITEM # 9

AGENDA ITEM: 2015 Crack Seal Project – Receive Contractor Quotes and Award Contract

SUBMITTED BY: Ryan Stempiski, Assistant City Engineer

THROUGH: Dean A. Zuleger, City Administrator

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

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

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

POLICY RECOMMENDER: Engineering.

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

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

SUMMARY AND ACTION REQUESTED:

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

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

LEGISLATIVE HISTORY/BACKGROUND INFORMATION:

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

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

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

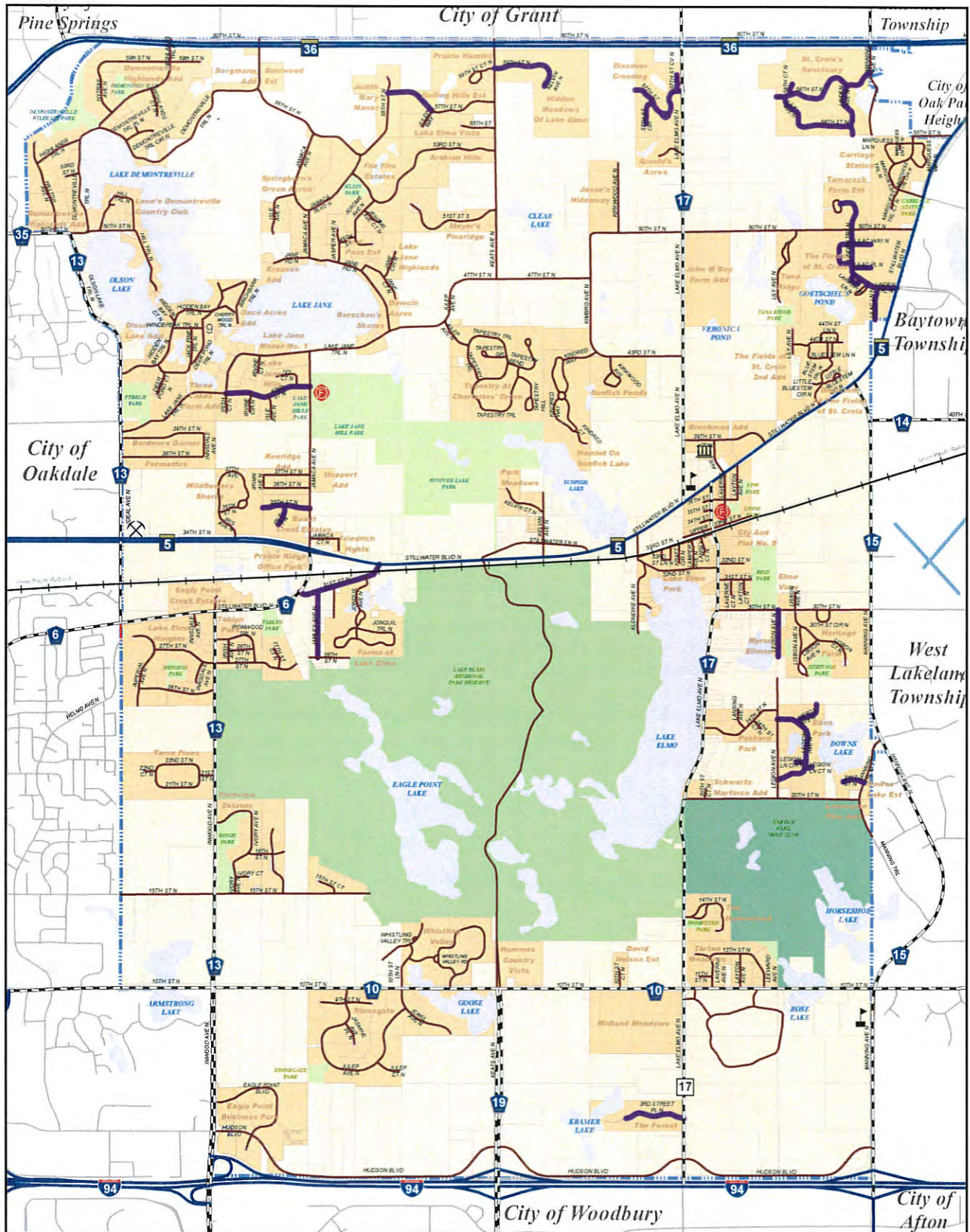
RECOMMENDATION:

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

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

ATTACHMENT(S):





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



2015 CRACK SEAL PROJECT LOCATION MAP



Street Legend

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



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



Public Works Building

3445 Ideal Ave N
(651) 747-3940



Fire Stations

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

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



Schools



Parcels



Subdivisions



City Parks



Golf Course



**Lake Elmo Regional
Park Reserve**



Lakes



0.5 0.25 0 0.5 Miles

Map Date: April 2015

Created By: Planning Department

2015 CRACK SEAL PROJECT ESTIMATE

Street Segment	From	To	Development	Length	Width	CDS	LBS	Area (SF)	Area (SY)
57TH ST N	55TH ST	ROLLING HILLS WEST END	Judith Mary Manor	349	30	0	150	10470.00	1163.33
57TH ST N	ROLLING HILLS WEST END	JULIE WAY	Judith Mary Manor	1,098	30	0	471	32,940.00	3,660.00
57TH ST	LAKE ELMO AVE (CSAH 17)	57TH ST COVE	Discover Crossing	156	35	0	75	5,251.00	583.44
57TH ST	57TH ST COVE	BOULEVARD	Discover Crossing	187	27	0	73	5,117.57	568.62
57TH ST	BOULEVARD	SPLIT (EAST END)	Discover Crossing	572	24	0	194	13,613.60	1,512.62
57TH ST	SPLIT (EAST END) NORTH SIDE	SPLIT (WEST END) NORTH SIDE	Discover Crossing	288	16	0	65	4,560.02	506.67
57TH ST	SPLIT (EAST END) SOUTH SIDE	SPLIT (WEST END) SOUTH SIDE	Discover Crossing	400	17	0	96	6,713.36	745.93
57TH ST	SPLIT (WEST END)	57TH ST CIRCLE	Discover Crossing	360	24	0	122	8,532.00	948.00
57TH ST	57TH ST CIRCLE	STUB	Discover Crossing	660	23	0	221	15,444.00	1,716.00
57TH ST CIR	57TH ST	CUL-DE-SAC	Discover Crossing	536	24	0	185	12,917.60	1,435.29
57TH ST CIR	CUL-DE-SAC	CUL-DE-SAC	Discover Crossing	380	21	0	111	7,790.00	865.56
57TH ST COVE	57TH ST	NORTH END	Discover Crossing	413	22	32	176	12,302.99	1,367.00
57TH ST N	KEATS AVE	KELVIN AVE	Hidden Meadows of Lake Elmo	1,646	21	0	498	34,840.39	3,871.15
KELVIN AVE N	59TH ST N	ROCK POINT CHURCH	Hidden Meadows of Lake Elmo	379	21	0	115	8,022.18	891.35
56TH ST	LILY AVE	LINDEN TR	St. Croix Sanctuary	1,442	24	0	484	33,887.00	3,765.22
56TH ST	LILY AVE	STUB	St. Croix Sanctuary	230	24	0	80	5,589.00	621.00
58TH ST	58TH ST CT	LILY AVE	St. Croix Sanctuary	186	24	0	64	4,464.00	496.00
58TH ST	LINDEN AVE	58TH ST CT	St. Croix Sanctuary	2,040	24	0	699	48,960.00	5,440.00
58TH ST CT	58TH ST	CUL-DE-SAC	St. Croix Sanctuary	212	24	0	73	5,088.00	565.33
58TH ST CT	CUL-DE-SAC	CUL-DE-SAC	St. Croix Sanctuary	350	20	0	101	7,087.50	787.50
LILY AVE	56TH STREET	56TH STREET	St. Croix Sanctuary	1,020	24	0	347	24,276.00	2,697.33
LINDEN AVE N	58TH ST	56TH ST	St. Croix Sanctuary	1,266	28	0	497	34,815.00	3,868.33
LINDEN AVE N	MANNING	SPLIT	St. Croix Sanctuary	582	22	0	183	12,804.00	1,422.67
LINDEN AVE N	SPLIT	58TH ST	St. Croix Sanctuary	518	28	0	204	14,245.00	1,582.78
LINDEN AVE N	56TH ST	STUB	St. Croix Sanctuary	252	27	0	99	6,904.80	767.20
LEGION LN N	30TH ST N	SOUTH END	Myron Elman Subdivision	1,323	23	0	428	29,932.88	3,325.88
LEGION LN N	SOUTH END	SOUTH END BUMPOUT	Myron Elman Subdivision	24	18	0	6	432.00	48.00
LEGION LN CIR N	LEGION LANE	CUL-DE-SAC	Eden Park	232	31	46	198	13,862.81	1,540.31
LEGION LN CT N	LEGION LANE	CUL-DE-SAC	Eden Park	141	46	46	188	13,133.61	1,459.29
LEGION LN	LEGION LANE COURT	LEGION AVE	Eden Park	900	32	0	405	28,350.00	3,150.00
LEGION LN	LEGION LANE COURT	LEGION LANE CIRCLE	Eden Park	160	32	0	72	5,040.00	560.00
LEGION LN	LEGION AVE N	LISBON AVE	Eden Park	586	32	0	264	18,488.30	2,054.26
LEGION LN	LISBON AVE	LEGION LANE CIRCLE	Eden Park	1,235	32	0	556	38,902.50	4,322.50
LISBON AVE	LEGION LANE	CUL-DE-SAC	Eden Park	585	31	35	315	22,071.20	2,452.36
21ST ST N	MANNING TRAIL	WEST CUL-DE-SAC	Eden Park 2nd	572	32	45	352	24,665.73	2,740.64
3RD STREET PL N	LAKE ELMO AVE (CSAH 17)	EAST END ISLAND	The Forest	350	26	0	228	15,961.00	1,773.44
3RD STREET PL N	EAST END ISLAND (NORTH)	WEST END ISLAND (NORTH)	The Forest	469	20	0	132	9,215.85	1,023.98
3RD STREET PL N	EAST END ISLAND (SOUTH)	WEST END ISLAND (SOUTH)	The Forest	469	20	0	131	9,192.40	1,021.38
3RD STREET PL N	NORTH END ISLAND	SOUTH END ISLAND	The Forest	121	26	0	67	4,681.00	520.11
42ND ST N	JAMACA AVE	CUL-DE-SAC	The Forest	783	26	0	285	19,966.50	2,218.50
42ND ST N	IRVIN CIRCLE N	IVY CT N	Collector	375	34	0	179	12,562.50	1,395.83
42ND ST N	IRVIN CIRCLE N	ISLE AVEN	Collector	503	34	0	241	16,850.50	1,872.28
42ND ST N	IRVIN CIRCLE N	ISLE AVEN	Collector	750	34	0	359	25,125.00	2,791.67
42ND ST N	IVY COURT N	ISLE AVEN	Collector	852	34	0	408	28,542.00	3,171.33
LINDEN TR N	LILAC WAY	LILAC PLACE	The Fields of St. Croix	1,810	22	0	569	39,820.00	4,424.44
LINDEN TR N	LILAC LANE N	MN TH 5 (STILLWATER BLVD)	The Fields of St. Croix	998	20	0	285	19,960.00	2,217.78
LINDEN TR N	LARKSPUR LANE	LARKSPUR LANE	The Fields of St. Croix	255	22	0	80	5,610.00	623.33
LINDEN TR N	50TH ST N	LINDEN TRAIL	The Fields of St. Croix	415	22	0	130	9,121.27	1,013.47
LINDEN TR N	LILAC PLACE	LARKSPUR CT	The Fields of St. Croix	218	22	0	69	4,797.02	533.00
LINDEN TR N	LARKSPUR LANE	LILAC LANE N	The Fields of St. Croix	524	22	0	165	11,528.52	1,280.95
LINDEN TR N	50TH ST N	LINDEN TR N (NORTH)	Tamarack Farm Estates	1,095	22	0	344	24,090.00	2,676.67
LARKSPUR LN N	LINDEN TRAIL	LINDEN TRAIL	The Fields of St. Croix	533	22	0	168	11,736.47	1,304.05
LILAC LN N	LINDEN TRAIL	SOUTH END	The Fields of St. Croix	1,417	22	0	445	31,174.00	3,463.78
LILAC PL N	LINDEN TRAIL N	EAST END	The Fields of St. Croix	970	22	0	305	21,340.00	2,371.11
LILAC WAY N	LINDEN TRAIL	EAST END	The Fields of St. Croix	970	22	0	305	21,340.00	2,371.11
35TH ST N	ISLE CT N	WEST CUL-DE-SAC	Beaut Crest Estates	550	28	49	328	22,942.96	2,549.22
35TH ST N	JAMACA AVE	ISLE CT N	Beaut Crest Estates	702	28	0	281	19,656.19	2,184.02
ISLE CT N	35TH ST N	CUL-DE-SAC	Beaut Crest Estates	583	28	50	345	24,182.76	2,686.97
TOTALS				35,545			15,000	937,500	108,990

TABULATION OF QUOTES

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

FOCUS ENGINEERING, inc.

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

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	ENGINEER'S ESTIMATE		Gopher State Seal Coat, Inc.		Fahrner Asphalt Sealers, LLC		ASTECH Corp.		ACI Asphalt	
				UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT
1	ROUT AND SEAL CRACKS	15,000	LB	\$ 2.00	\$ 30,000.00	\$ 1.89	\$ 28,350.00	\$ 2.27	\$ 34,050.00	\$ 2.50	\$ 37,500.00	Did Not Submit	
TOTAL					\$ 30,000.00		\$ 28,350.00		\$ 34,050.00		\$ 37,500.00		



MAYOR & COUNCIL COMMUNICATION

DATE: April 21, 2015
REGULAR
ITEM # 11

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

SUBMITTED BY: Nick M. Johnson, City Planner

THROUGH: Dean Zuleger, City Administrator

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

SUGGESTED ORDER OF BUSINESS:

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

POLICY RECCOMENDER: Planning Commission

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

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

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

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

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

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

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

BACKGROUND INFORMATION:

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

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

PLANNING COMMISSION REPORT:

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

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

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

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

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

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

STRENGTHS, WEAKNESSES, OPPORTUNITIES, THREATS:

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

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

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

Threats: None

RECOMMENDATION:

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

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

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

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

ATTACHMENTS:

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

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

ORDINANCE NO. 08-118

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

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

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

AND

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

AND

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

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

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

LAKE ELMO CITY COUNCIL

Mike Pearson, Mayor

ATTEST:

Adam Bell, City Clerk

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

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

RESOLUTION NO. 2015-24

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Mike Pearson, Mayor

ATTEST:

Adam Bell, City Clerk



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

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

SUBMITTED BY: Nick Johnson, City Planner

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

SUMMARY AND ACTION REQUESTED:

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

GENERAL INFORMATION

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

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

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

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

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

REQUEST DETAILS

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

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

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

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

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

ZONING MAP AMENDMENT

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

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

FINAL PLAT REVIEW AND ANALYSIS

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

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

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

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

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

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

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

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

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

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

The recommended conditions are as follows:

Recommended Conditions of Approval:

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

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

DRAFT FINDINGS

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

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

RECCOMENDATION:

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

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

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

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

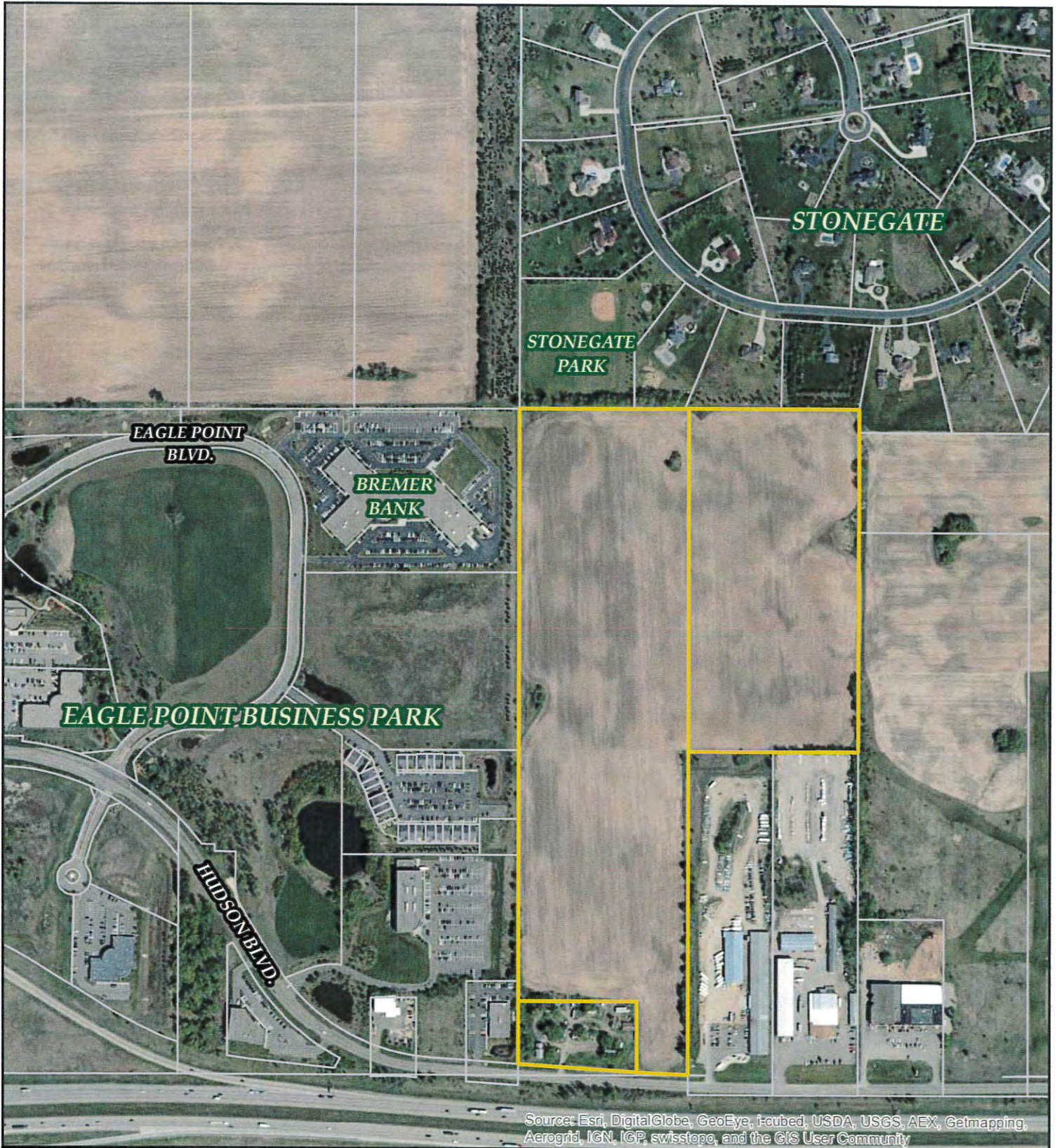
ATTACHMENTS:

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

ORDER OF BUSINESS:

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

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



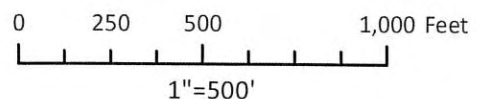
Location Map: Boulder Ponds PUD



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



Boulder Ponds Site



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EXCELSIOR

❖ *The Excelsior Group*

January 30, 2015

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

Re: Boulder Ponds Final Plat, Plan and Zoning Amendment

Dear Mr. Johnson:

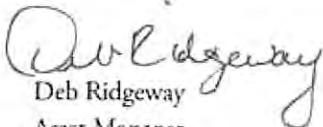
OP4 Boulder Ponds, LLC is pleased to submit the enclosed applications for Preliminary Plat and Preliminary PUD. The following items accompany this submittal:

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

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

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

Sincerely,


Deb Ridgeway
Asset Manager

Enclosures

Date Received _____
Received By: _____
Permit #: _____



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

LAND USE APPLICATION

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

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

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

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

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

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

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

Signature of applicant:  Date: 1/30/15

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

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



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

FINAL PLAT APPLICATION

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

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

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

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

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

Signature of applicant:  Date: 1/30/15

Fee Owner Signature:  Date: 1/30/15



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

AFFIRMATION OF SUFFICIENT INTEREST

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

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

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

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


Signature

1/30/15

Date

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

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

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

Bremer



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

AFFIRMATION OF SUFFICIENT INTEREST

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

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

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

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

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

Kathy Tucca
Signature

January 27, 2015
Date

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

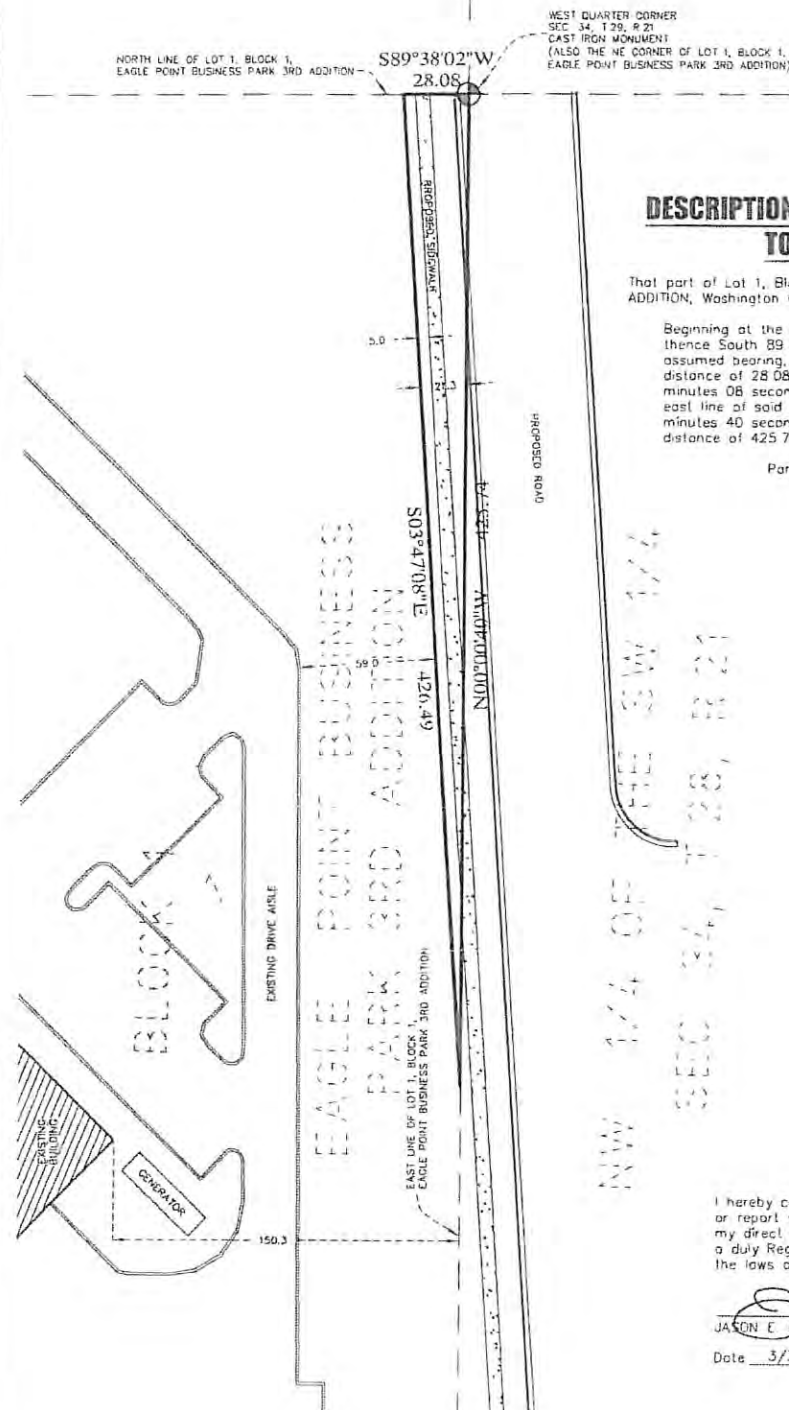
If a corporation is fee title holder, attach a copy of the resolution of the Board of Directors authorizing this action.

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

SKETCH AND DESCRIPTION

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

NORTH
SCALE: 1" = 50'



DESCRIPTION OF BREMER BANK PARCEL TO BE ACQUIRED

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

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

Parcel Area = 5,976 sq. ft.

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

Jason E. Rud
JASON E. RUD

Date 3/31/14 License No. 41578

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



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

ACKNOWLEDGEMENT OF RESPONSIBILITY

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

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

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

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

OP4 Boulder Ponds, LLC

Signature of applicant By:  Date 1/30/15

Timothy J. Brown

Name of applicant Its Senior Vice President Phone 612.353.3305
(Please Print)

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

Deb Ridgeway

OP4 Boulder Ponds, LLC

c/o The Excelsior Group, LLC

11455 Viking Drive, Suite 350

Eden Prairie, MN 55344

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



Final Plat & PUD Application Narrative/Written Statements

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

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

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

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

INCLUDED ATTACHMENTS:

Attachment A – Lot Tabulation, Zoning & Density

Attachment B – Tree Study Plan

Attachment C – Typical House Plans

Written Statements

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

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

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

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

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

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

c. Final Subdivision & Lot Information

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

d. How issues have been addressed since Preliminary Plat

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

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

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

e. Site Density Calculation

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

In summary:

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

f. Phasing of Infrastructure and Other Improvements

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

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

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

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

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

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

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

g. How Concerns of Neighboring Properties Have Been Addressed

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

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

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

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

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

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

Preservation. The existing wetland is being preserved.

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

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

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

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

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

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

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

j. *Proposed Lakeshore Access*

N/A

k. *Parks and Open Space Description*

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

l. *Development Schedule*

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

ATTACHMENT A

Lot Tabulation

BOULDER PONDS, Lake Elmo
Final Plat/PUD Lot Summary

1/30/2015

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

LDR Zoning

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

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

MDR Zoning

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

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

Total Site Density

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

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

ATTACHMENT B

Tree Study Plan

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

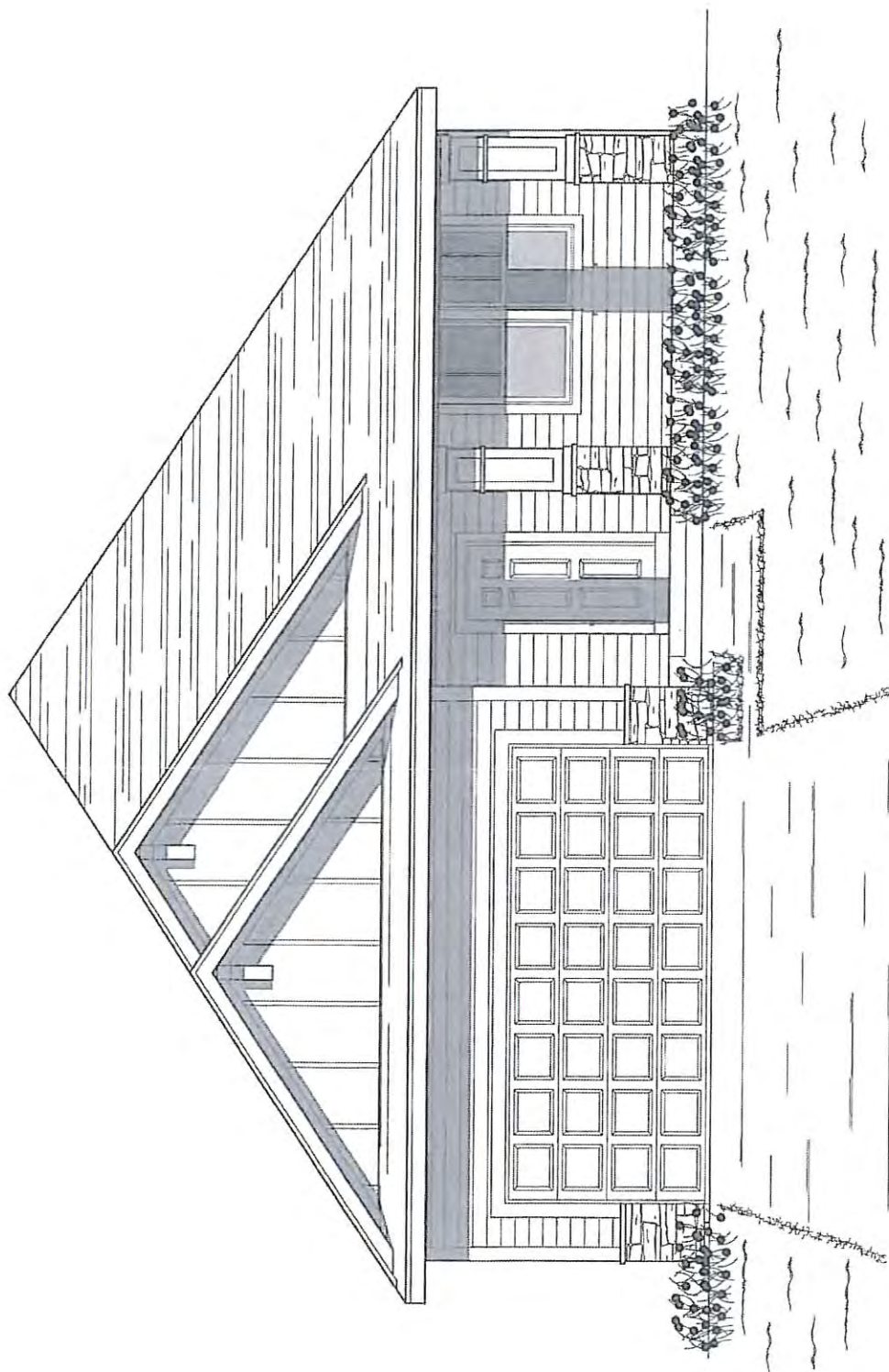
ATTACHMENT C

Typical Elevations and Floor Plans



PLAN INFORMATION	SQUARE FOOTAGE CALCS
ISSUED: 2/25/2014	MAIN LEVEL: 1512 SQ. FT.
DRAWN BY: TJS	TOTAL: 2741 SQ. FT.
REVISIONS:	G/R/V/G/D: 449 SQ. FT.
	FOUNDATION: 1512 SQ. FT.
	FRONT PORCH: 157 SQ. FT.

PLAN NUMBER:	AMHURST
PROJECT NUMBER:	
STUDY PLAN:	
SHEET NUMBER:	1 OF 4





creative
HOMES

707 COMMERCE DR. #410
WOODBURY, MN 55125
PH 651-392-8800
FAX 651-392-8801
WWW.CREATIVEHOMES.COM

AMHURST

STUDY PLAN

15

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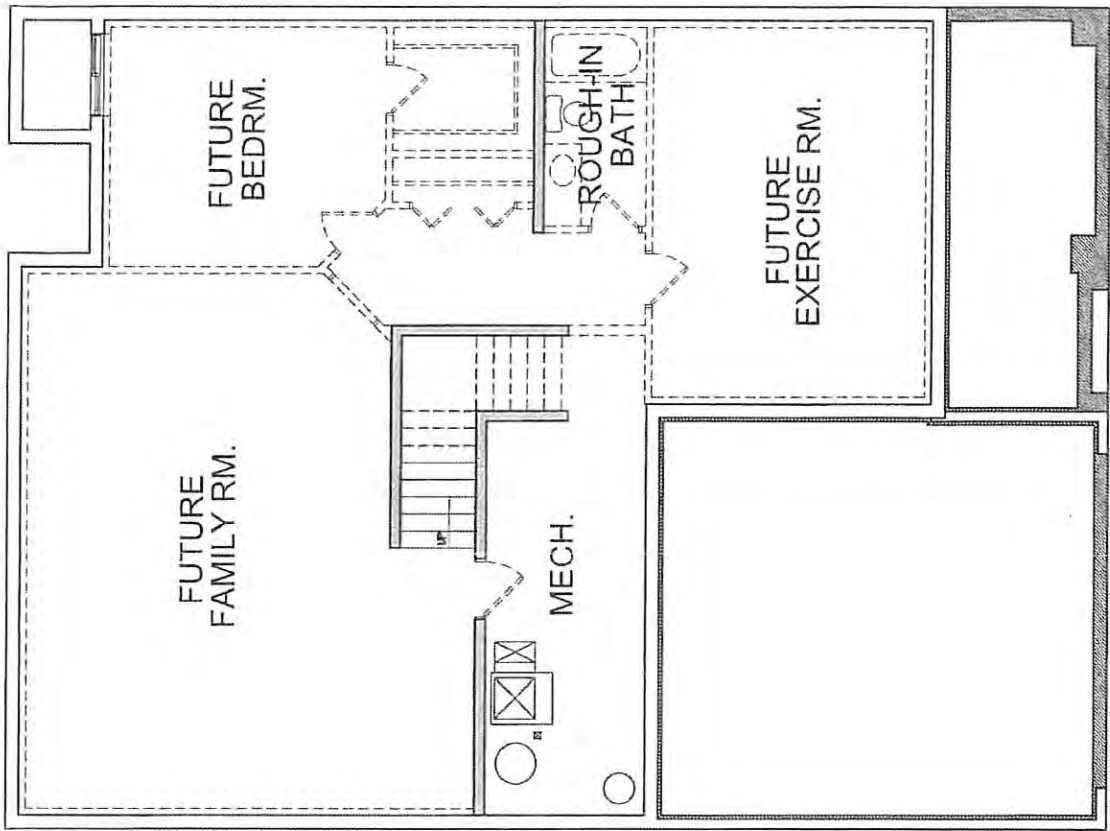
PLAN INFORMATION	ISSUED: 2/25/2014	MAIN LEVEL	1512 SQ. FT.	N/A	TOTAL	2741 SQ. FT.	445 SQ. FT.	FOUNDATION	1512 SQ. FT.	FRONT PORCH	157 SQ. FT.
REVISIONS:	DATE	BY	DESCRIPTION	REVISION	DATE	BY	DESCRIPTION	REVISION	DATE	BY	DESCRIPTION
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PLAN NUMBER: AMHURST

PROJECT NUMBER: 1512

STUDY PLAN

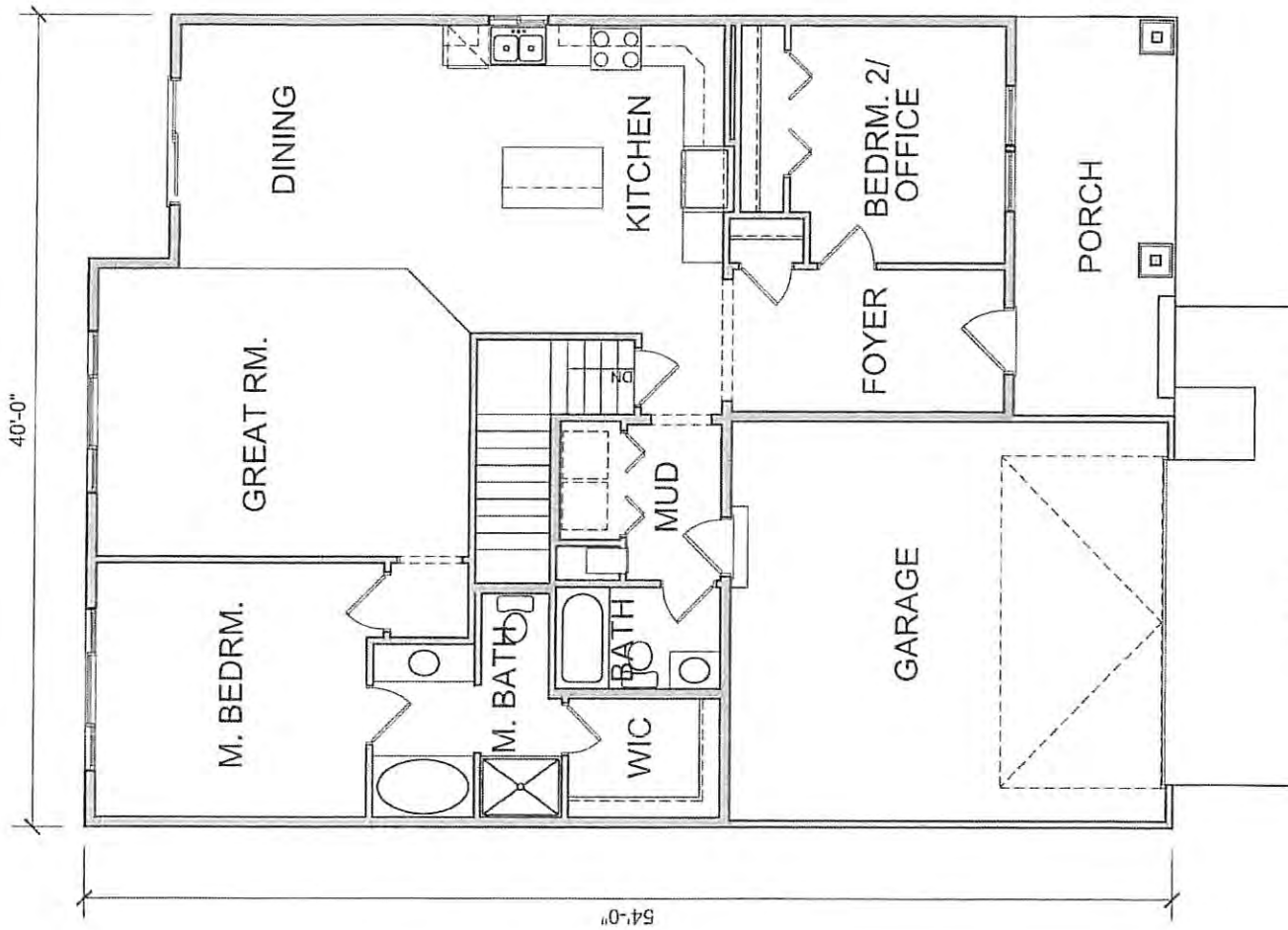
SHEET NUMBER: 3 of 4



BASEMENT FOUNDATION PLAN

PLAN INFORMATION	
ISSUED:	2/26/2014
DRAWN BY:	TJS
REVISIONS:	
TOTAL	2741 SQ. FT.
GARAGE	449 SQ. FT.
FOUNDATION:	1512 SQ. FT.
FRONT PORCH:	157 SQ. FT.

PLAN INFORMATION	
PLAN NUMBER:	AMHURST
PROJECT NUMBER:	
SHEET NUMBER:	4 OF 4



MAIN LEVEL FLOOR PLAN





creative

HOMES

707 COMMERCE DR., #410
WOODBURY, MN 55125
TEL: 651-551-4600
FAX: 651-551-4609
CREATVH@CL.COM

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ASHWORTH

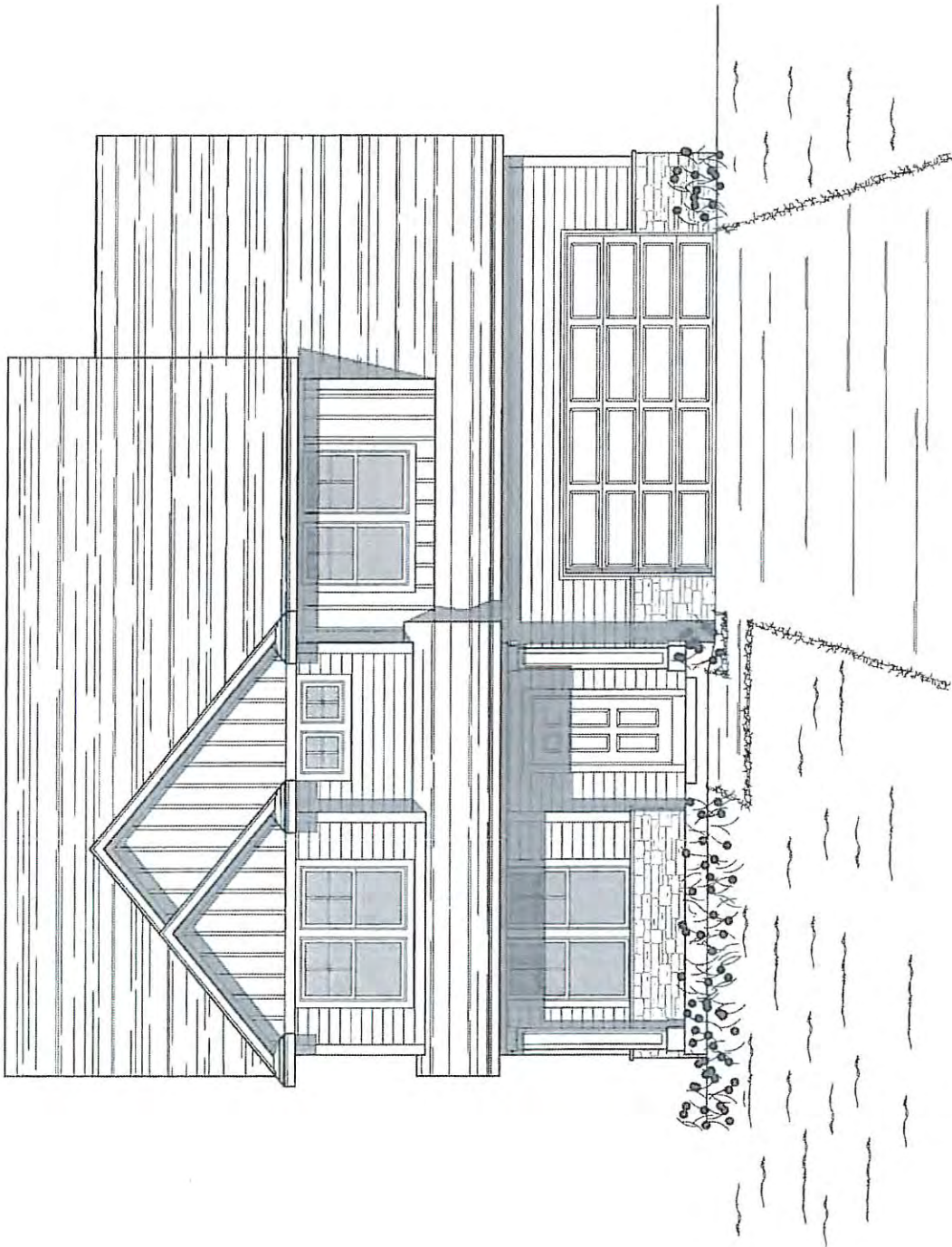
STUDY PLAN

JOB INFORMATION

11

PLAN INFORMATION	
ISSUED:	5/3/2014
DRAWN BY:	TJS
REVISIONS:	
TOTAL LIVING:	2366 SQ. FT.
GAUGE:	667 SQ. FT.
BASEMENT:	1270 SQ. FT.
P. PORCH:	159 SQ. FT.
SQUARE FOOTAGE CALCS	
MARK LEVEL:	1270 SQ. FT.
UPPER LEVEL:	1916 SQ. FT.

PLAN NAME:	ASHWORTH
PROJECT NUMBER:	
SHEET NUMBER:	5
OF	5





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HOMES

787 COMMERCE DR, #110
WOODBURY, MN 55125
PH 952-938-6600
FAX 952-938-6601
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ASHWORTH

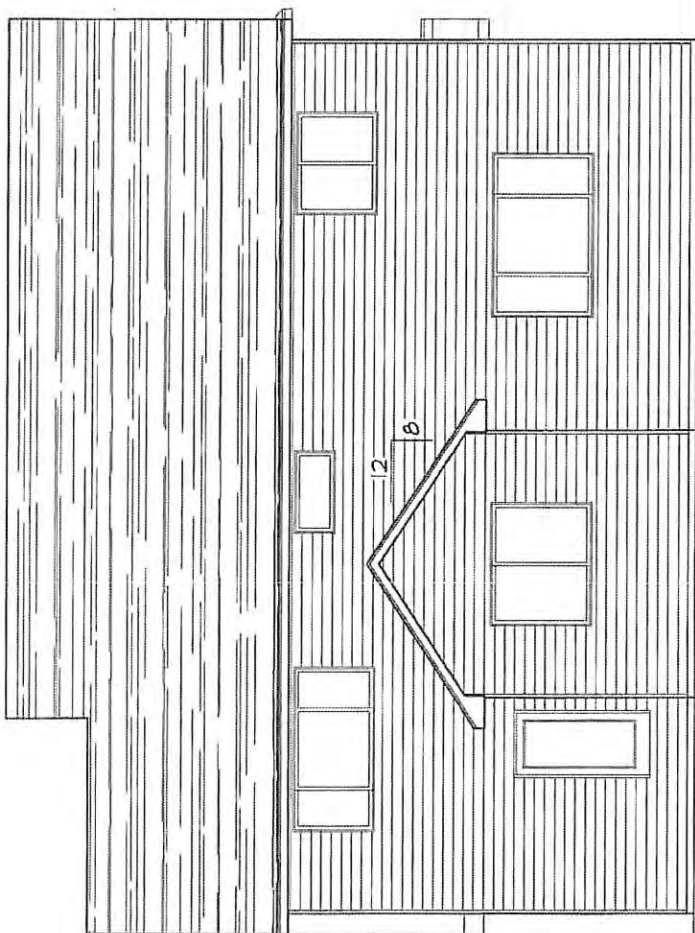
STUDY PLAN

11

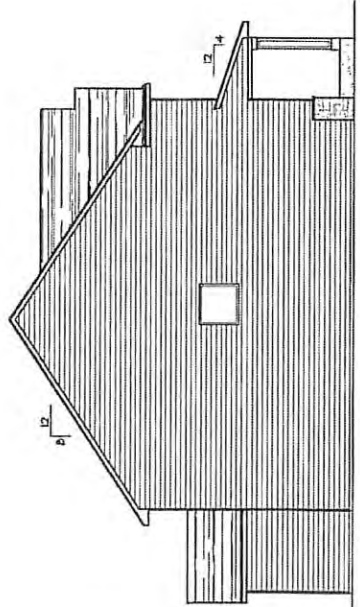
11

PLAN INFORMATION	
ISSUED:	8/9/2014
DRAWN BY:	TJS
REVISIONS:	
TOTAL LIVING:	2566 SQ. FT.
UPPER LEVEL:	1916 SQ. FT.
MAIN LEVEL:	1270 SQ. FT.
SQUARE FOOTAGE CALCS:	
BASEMENT:	1270 SQ. FT.
PORCH:	199 SQ. FT.

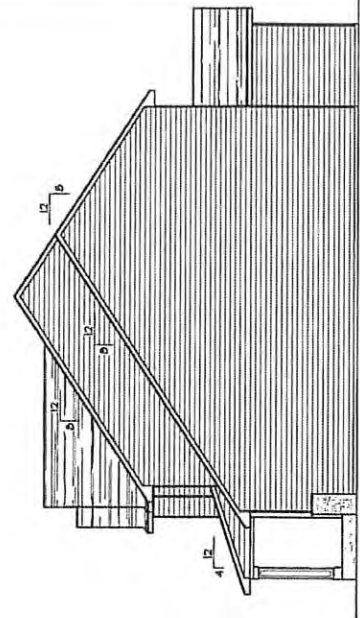
PLAN NAME	ASHWORTH
PROJECT NUMBER	
STUDY PLAN	
SHEET NUMBER	2 OF 5



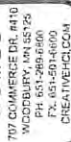
REAR ELEVATION



RIGHT ELEVATION

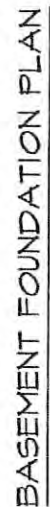


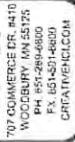
LEFT ELEVATION

[illegible]

PLAN INFORMATION		5/3/2014	
ISSUED			
DRAWN BY	TJS		
REVISIONS			
TOTAL LIVING	3506 SQ. FT.		
GARAGE	664 SQ. FT.		
BASEMENT	1710 SQ. FT.		
F PORCH	133 SQ. FT.		
SQUARE FOOTAGE CALC			
MAIN LEVEL			
UPPER LEVEL			
TOTAL LIVING			
GARAGE			
BASEMENT			
F PORCH			

PLAN NAME:	ASHWORTH
PROJECT NUMBER:	STUDY PLAN
SHEET NUMBER:	3 OF 5



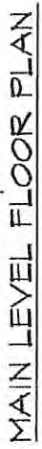


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JOE INFORMATION

PLAN INFORMATION		DATE	REVISIONS	DESCRIPTION
ISSUED	05/20/14			MINI LEVEL
DRAWN BY	TJS			UPPER LEVEL
				TOTAL LINING
				GAUGE
				BASEMENT
				F. PORCH

PLAN NAME	ASHWORTH
PROJECT NUMBER	STUDY PLAN
SHEET NUMBER	4 OF 5





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HOMES

707 COMMERCE DR., #410
WOODBURY, MN 55125
TEL 651-208-9500
FAX 651-208-9501
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ASHNORTH

STUDY PLAN

JOE INFORMATION

1111

PLAN INFORMATION	
ISSUED:	9/9/2014
DRAWN BY:	TJS
REVISIONS:	
TOTAL LIVING:	2566 SQ. FT.
UPPER LEVEL:	1916 SQ. FT.
MAIN LEVEL:	1270 SQ. FT.
SQUARE FOOTAGE CALCS	
F. PORCH:	199 SQ. FT.
BASEMENT:	1270 SQ. FT.
GARAGE:	664 SQ. FT.

PLAN NAME:

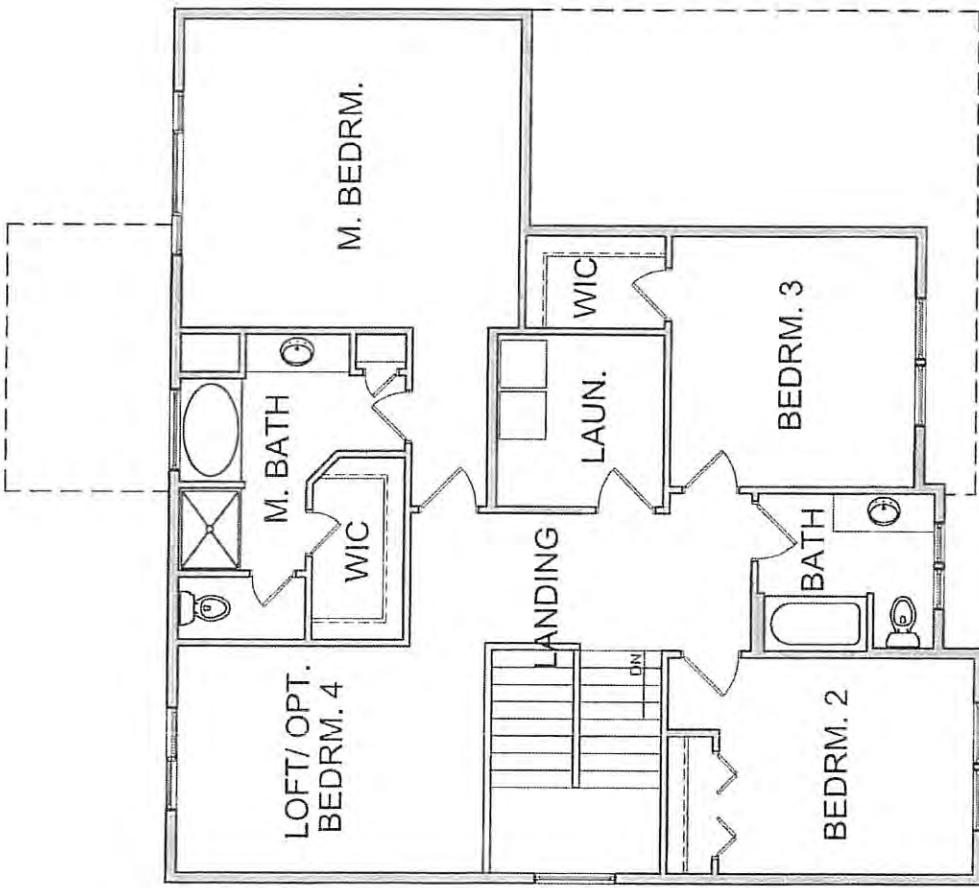
ASHNORTH

PROJECT NUMBER:

STUDY PLAN

SHEET NUMBER:

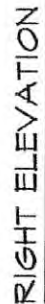
5 OF 5



UPPER LEVEL FLOOR PLAN









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HOMES**
 707 COMMERCE DR. #410
 WOODBURY, MN 55125
 PH: 651-288-4600
 FX: 651-561-4600
 CREATIVEHOMES.COM

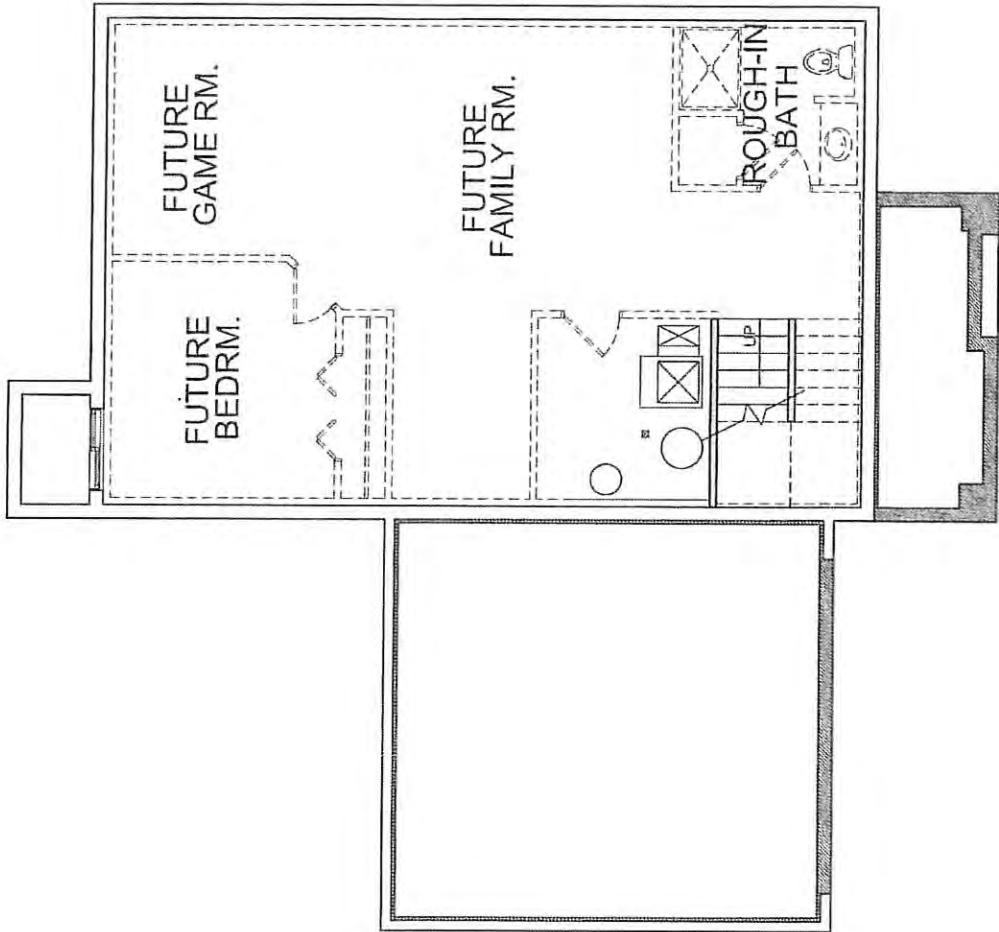
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JOB INFORMATION
BENTLEY
 STUDY PLAN

11
 11

PLAN INFORMATION	
ISSUED:	9/9/2014
DRAWN BY:	TJS
REVISIONS:	
TOTAL LIVING:	2062 SQ. FT.
GARAGE:	440 SQ. FT.
BASEMENT:	469 SQ. FT.
P. PORCH:	46 SQ. FT.
SQUARE FOOTAGE CALC.	
MAIN LEVEL:	469 SQ. FT.
UPPER LEVEL:	1114 SQ. FT.

PLAN NAME	
BENTLEY	
PROJECT NUMBER:	
STUDY PLAN	
SHEET NUMBER:	
3	OF 5



BASEMENT FOUNDATION PLAN



creative HOMES

707 COMMERCE DR. #110
WOODBURY, MA 01512
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BENTLEY

STUDY PLAN

JOB INFORMATION

7015

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PLAN INFORMATION	
ISSUED:	9/3/2014
DRAWN BY:	TJS
REVISIONS:	
TOTAL LIVING:	2002 SQ. FT.
UPPER LEVEL:	1114 SQ. FT.
MAIN LEVEL:	469 SQ. FT.
SQUARE FOOTAGE CALC.	
GARAGE:	440 SQ. FT.
BASEMENT:	469 SQ. FT.
F. PORCH:	46 SQ. FT.

PLAN NAME:

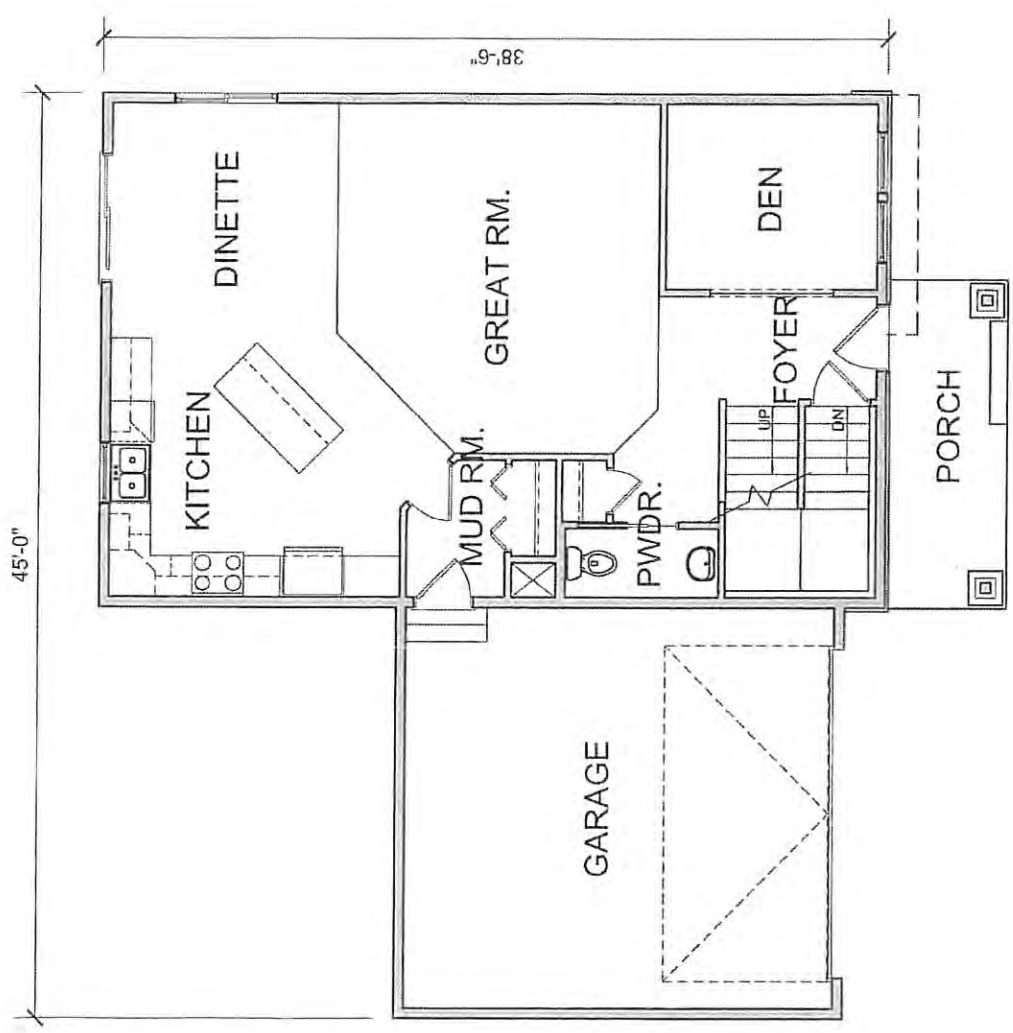
BENTLEY

PROJECT NUMBER:

STUDY PLAN

SHEET NUMBER:

4 of 5



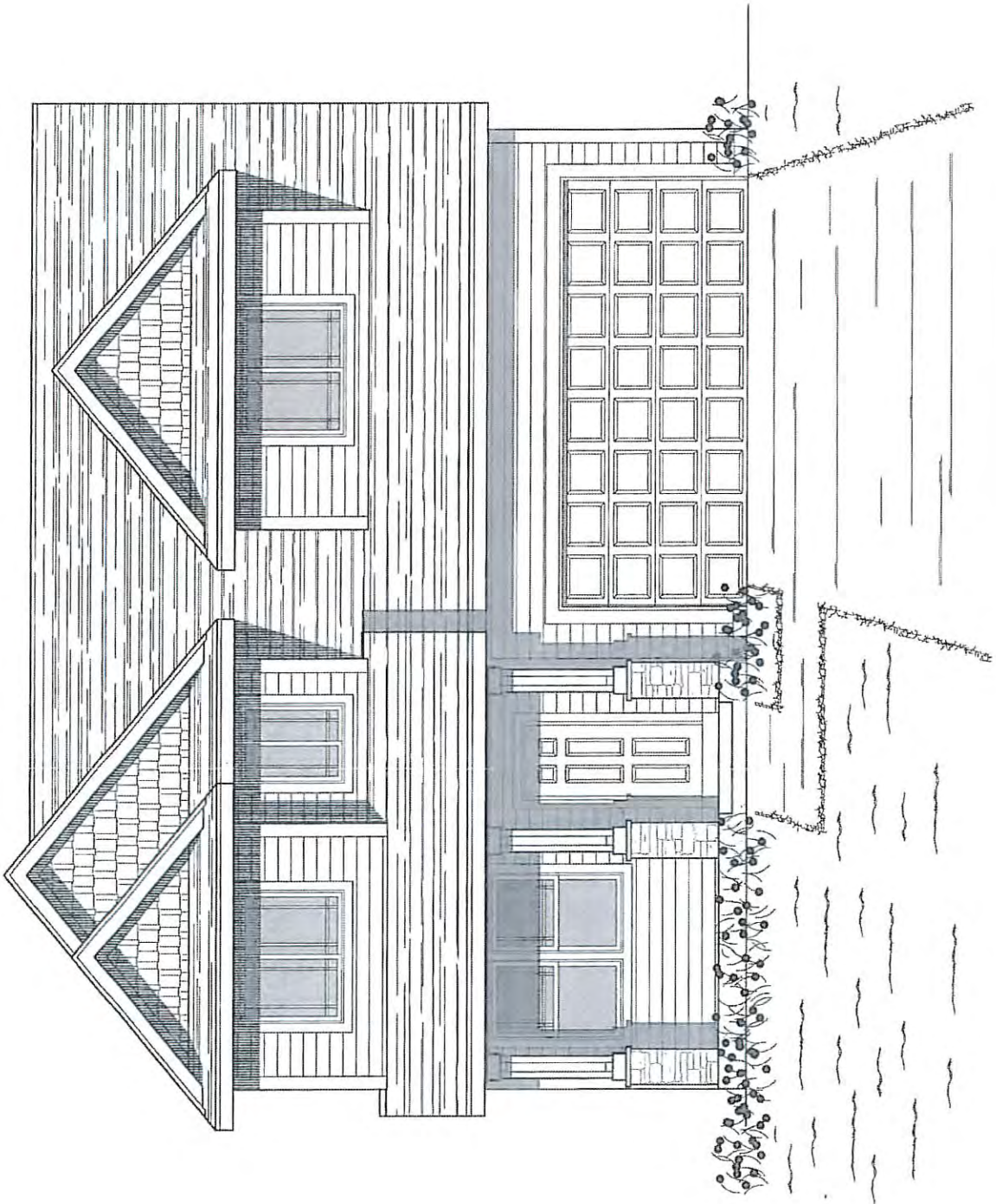
MAIN LEVEL FLOOR PLAN

UPPER LEVEL FLOOR PLAN



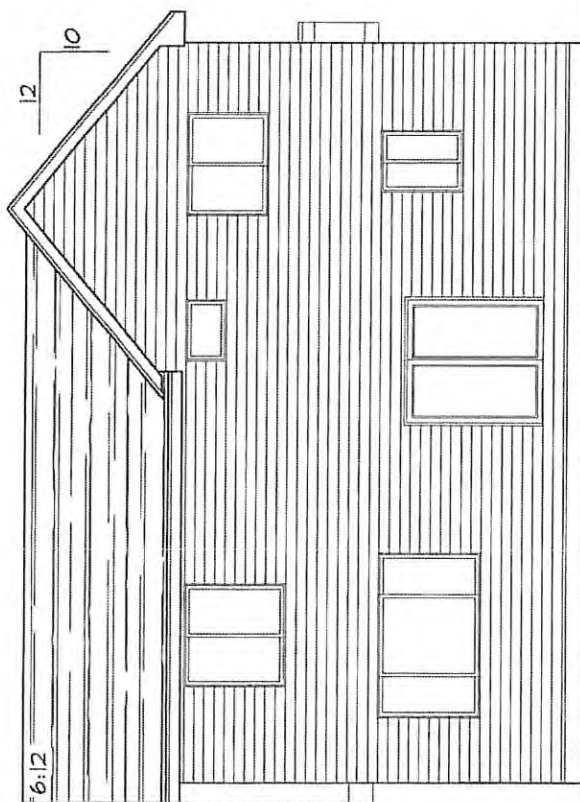
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ISSUED:	9/3/2014
DRAWN BY:	TJB
REVISIONS:	
GARAGE:	441 SQ. FT.
BASEMENT:	1060 SQ. FT.
DECK OPT.	160 SQ. FT.
SQUARE FOOTAGE CALCS	
MAIN LEVEL:	1060 SQ. FT.
UPPER LEVEL:	1294 SQ. FT.
TOTAL LIVING:	2354 SQ. FT.

PLAN NUMBER:	LEGACY
PROJECT NUMBER:	
STUDY PLAN:	
SHEET NUMBER:	5 OF 5

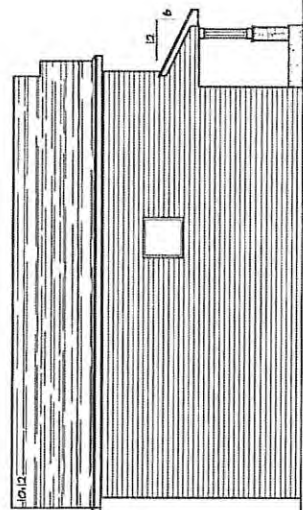


PLAN INFORMATION	ISSUED:	3/9/2014
SQUARE FOOTAGE CALCS	MAIN LEVEL:	1080 SQ. FT.
	UPPER LEVEL:	1294 SQ. FT.
	TOTAL LIVING:	2374 SQ. FT.
	GARAGE:	441 SQ. FT.
	BASEMENT:	1080 SQ. FT.
	DECK OPT.:	160 SQ. FT.

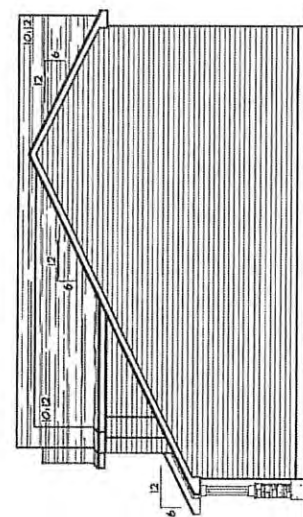
PLAN NUMBER:	LEGACY
PROJECT NUMBER:	STUDY PLAN
SHEET NUMBER:	2 OF 5



REAR ELEVATION



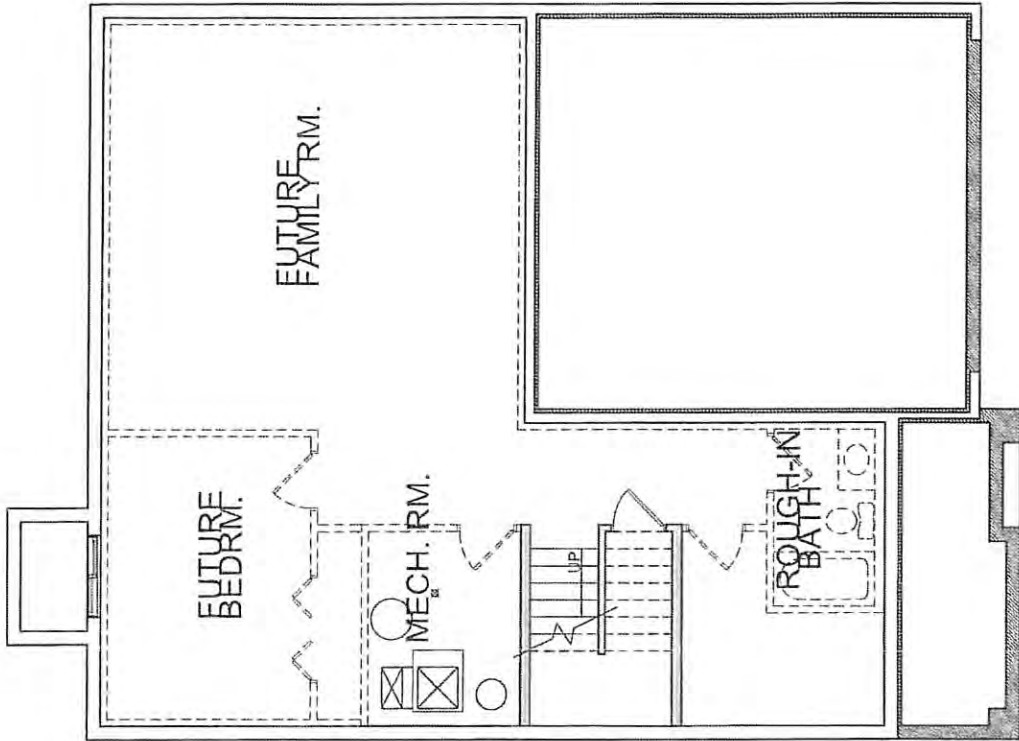
RIGHT ELEVATION



LEFT ELEVATION

PLAN INFORMATION	
ISSUED:	9/8/2014
DRAWN BY:	TJS
REVISIONS:	
TOTAL LINING:	2394 SQ. FT.
UPPER LEVEL:	1294 SQ. FT.
MAIN LEVEL:	1080 SQ. FT.
SQUARE FOOTAGE CALCS	
BEDRM. GFT.	160 SQ. FT.
BASMENT:	1080 SQ. FT.
GARAGE:	441 SQ. FT.

PLAN NUMBER	LEGACY
PROJECT NUMBER	
STUDY PLAN	
SHEET NUMBER	3 OF 5



BASEMENT FOUNDATION PLAN



creative
HOMES

707 COMMERCE DR., #410
WOODBURY, MN 55125
PH: 651-281-4500
FAX: 651-281-4501
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LEGACY

STUDY PLAN

JOS INFORMATION

PLAN INFORMATION	
ISSUED:	9/9/2014
DRAWN BY:	TJS
REVISIONS:	
TOTAL LIVING:	2394 SQ. FT.
CARAGE:	441 SQ. FT.
BASEMENT:	1080 SQ. FT.
DECK OPT.	160 SQ. FT.
SQUARE FOOTAGE CALCS	
MAIN LEVEL:	1080 SQ. FT.
UPPER LEVEL:	1294 SQ. FT.

PLAN NUMBER

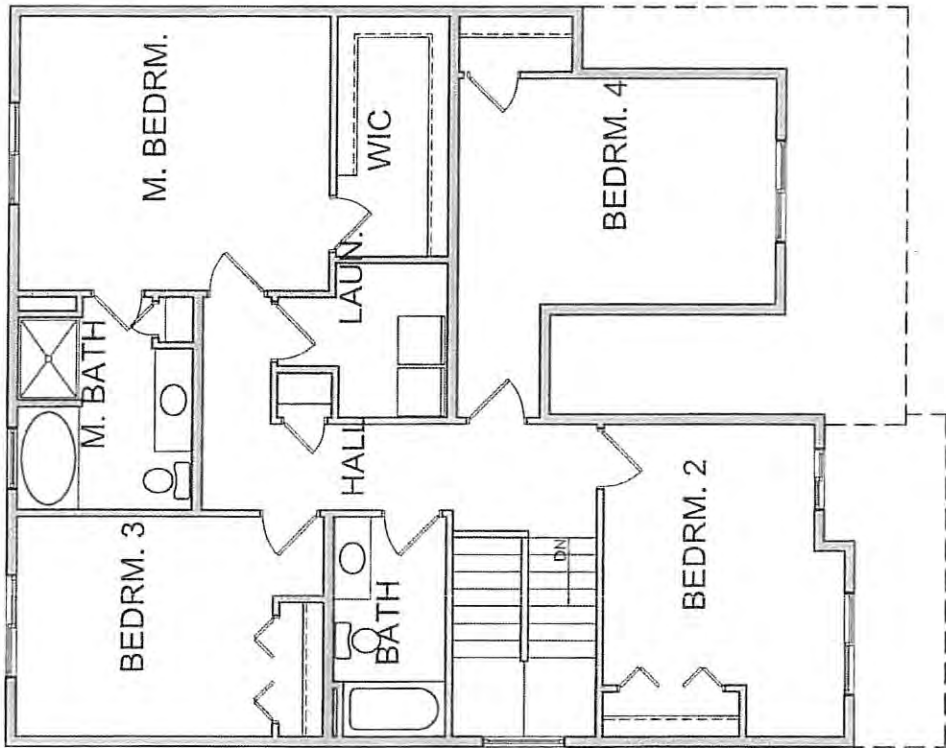
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PROJECT NUMBER:

STUDY PLAN

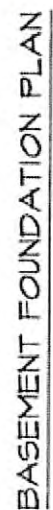
SHEET NUMBER

5 of 5



UPPER LEVEL FLOOR PLAN



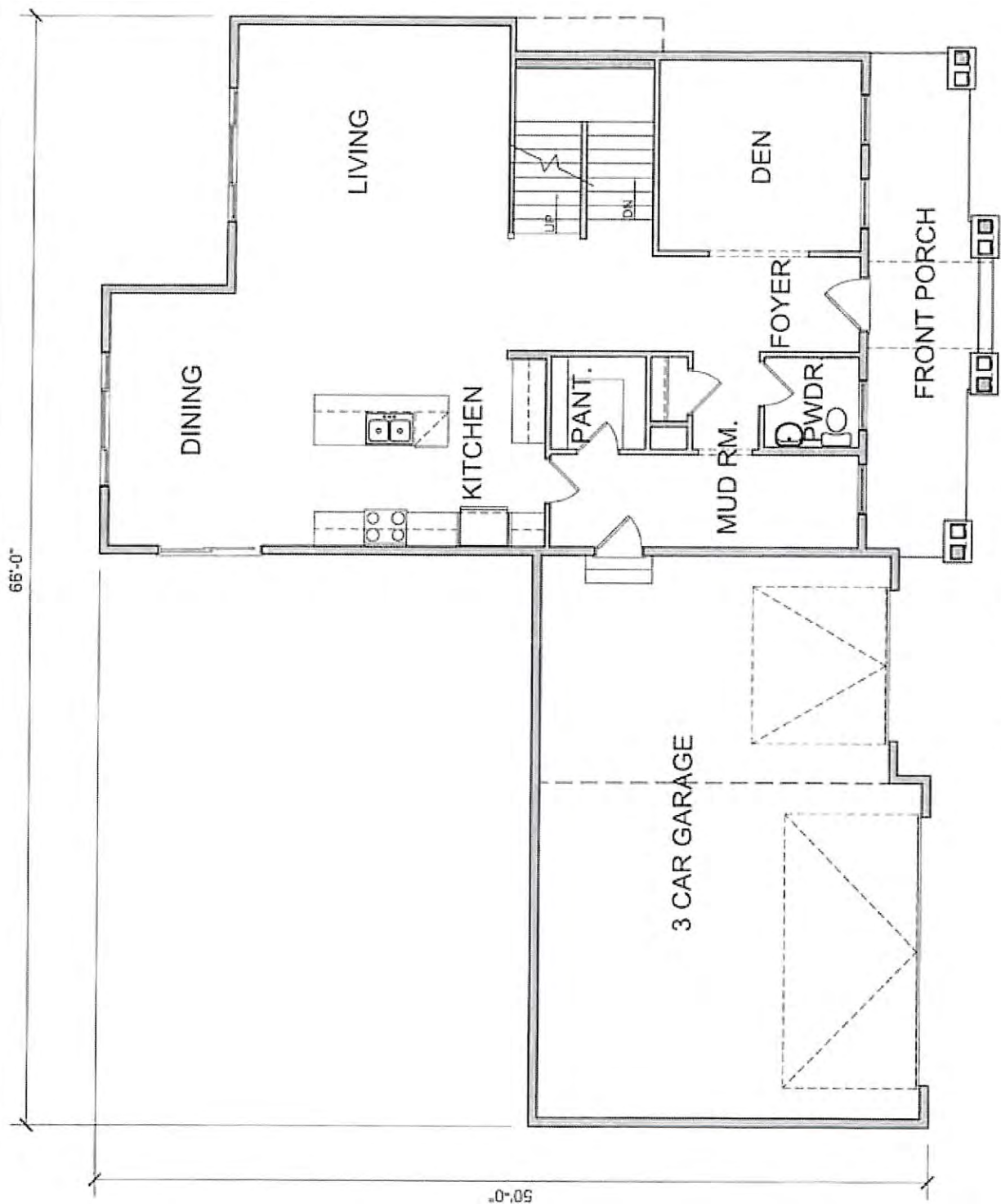


PLAN NAME	NORWOOD
PROJECT NUMBER	
STUDY PLAN	
SHEET NUMBER	3 of 5



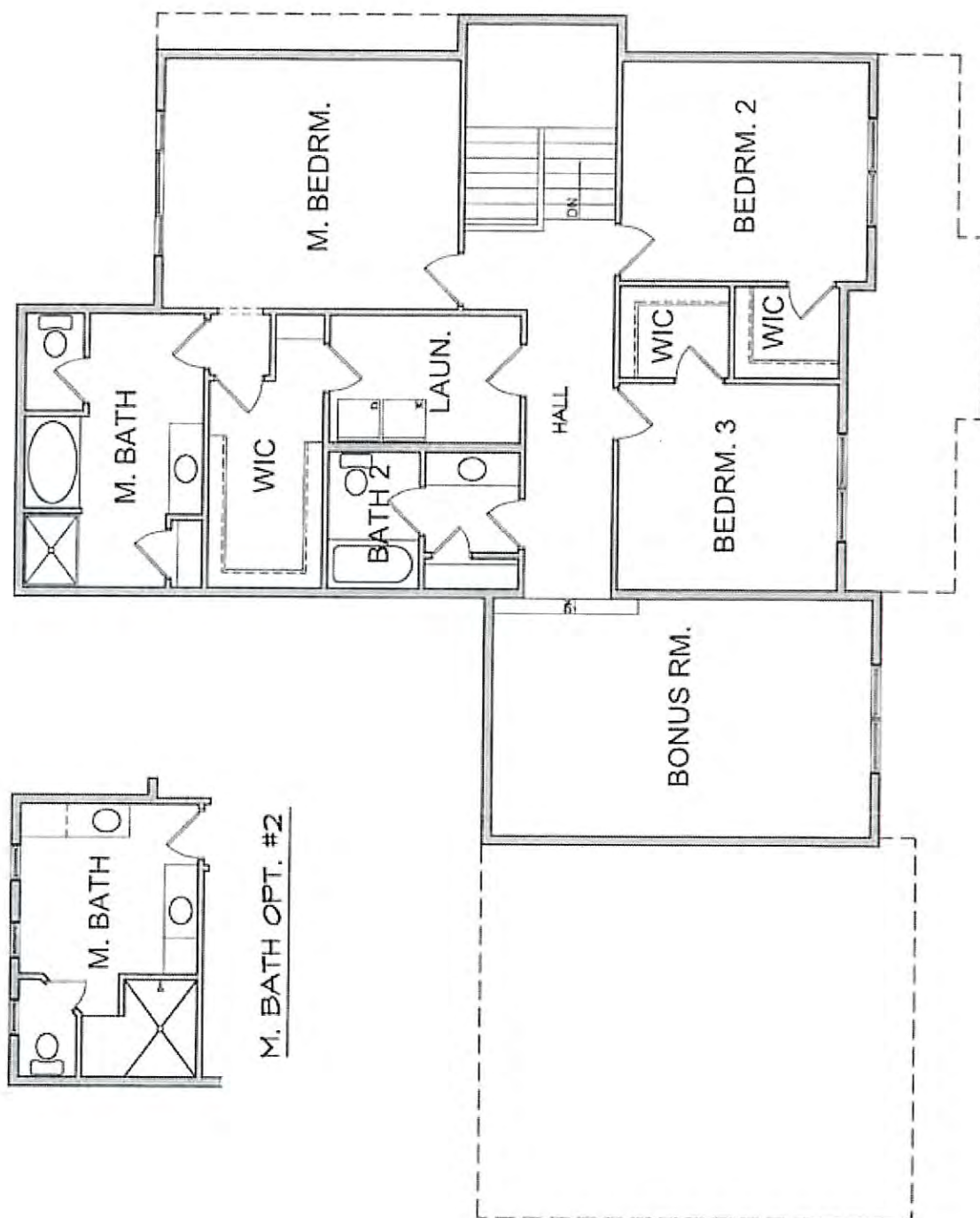
7867 CONVERSE DR. #10, 2412
WOODBURY, MN 55122
PH 651-298-4400
FX 651-591-4600
CREATIVE@MCI.COM

[illegible]



MAIN LEVEL FLOOR PLAN

PLAN NAME	NORWOOD
PROJECT NUMBER	
STUDY PLAN	
SHEET NUMBER	5 of 5



UPPER LEVEL FLOOR PLAN

PROPOSED ZONING EXHIBIT FOR:

BOULDER PONDS

OWNER/DEVELOPER
OP4 BOULDER PONDS, LLC
11455 VIKING DRIVE
SUITE 350
EDEN PRAIRIE, MN 55344



PROPOSED ZONING

[Pattern]	LOD-RUD (LOW DENSITY RESIDENTIAL - RUD)
[Pattern]	MCR-RUD (MEDIUM DENSITY RESIDENTIAL - RUD)
[Pattern]	COMMERCIAL

VICINITY MAP

PART OF SEC. 34, TWP. 29, RANG. 21



WASHINGTON COUNTY, MINNESOTA
(NO SCALE)

NORTH
NOT TO SCALE

E.G. RUD & SONS, INC.
Professional Land Surveyors
6776 Lake Drive NE, Suite 110
Uno Lakes, MN 55014
Tel: (651) 341-8200 Fax: (651) 341-8701



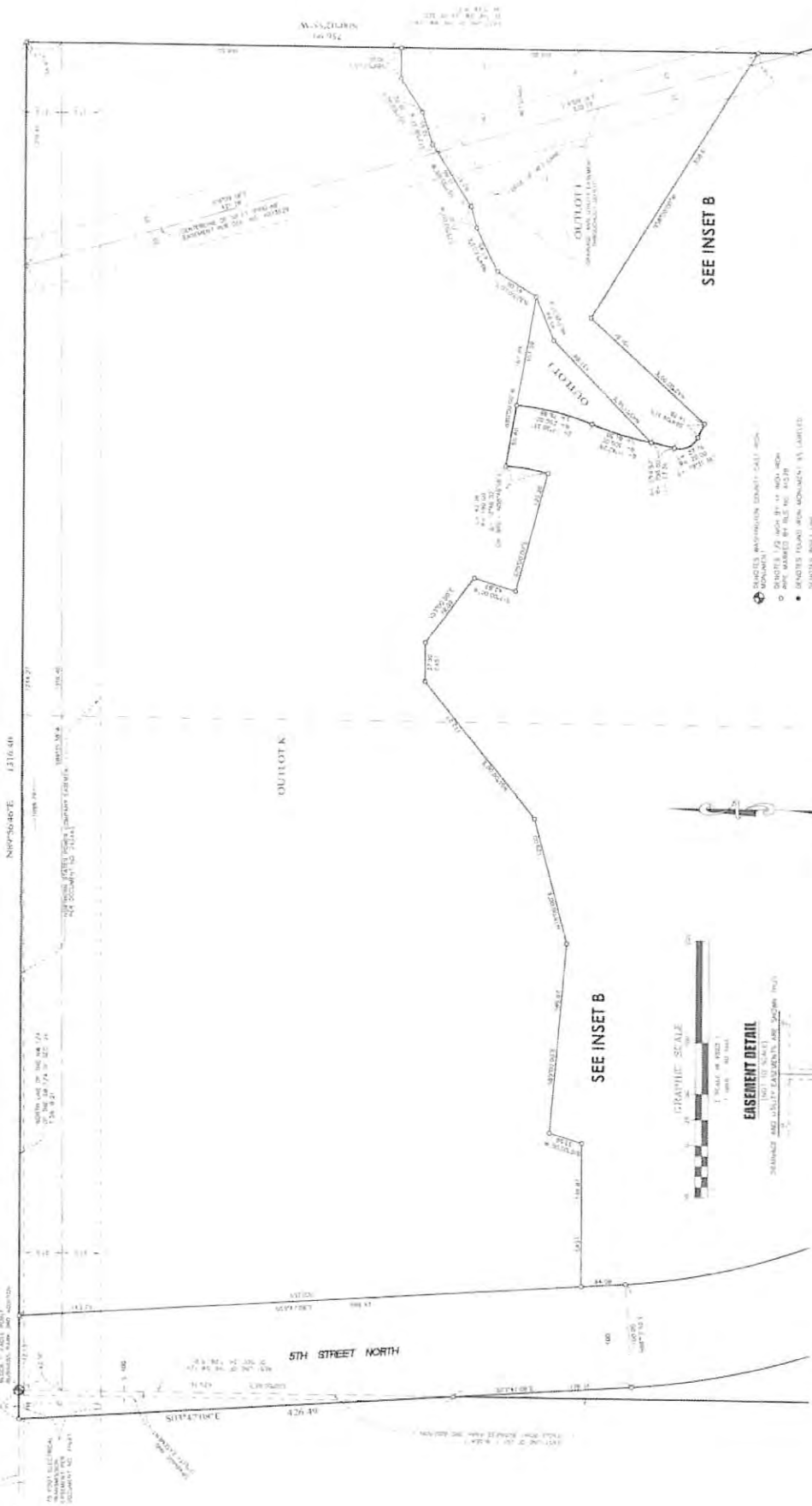
BOULDER PONDS



BOULDER PONDS

INSET C

ASSET NUMBER: 22044-8
DATE: 12/15/14
BY: E.G. RUD & SONS, INC.
PROJECT: BOULDER PONDS
SHEET: 1 OF 1

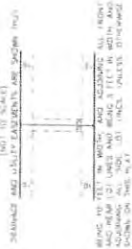


SEE INSET B

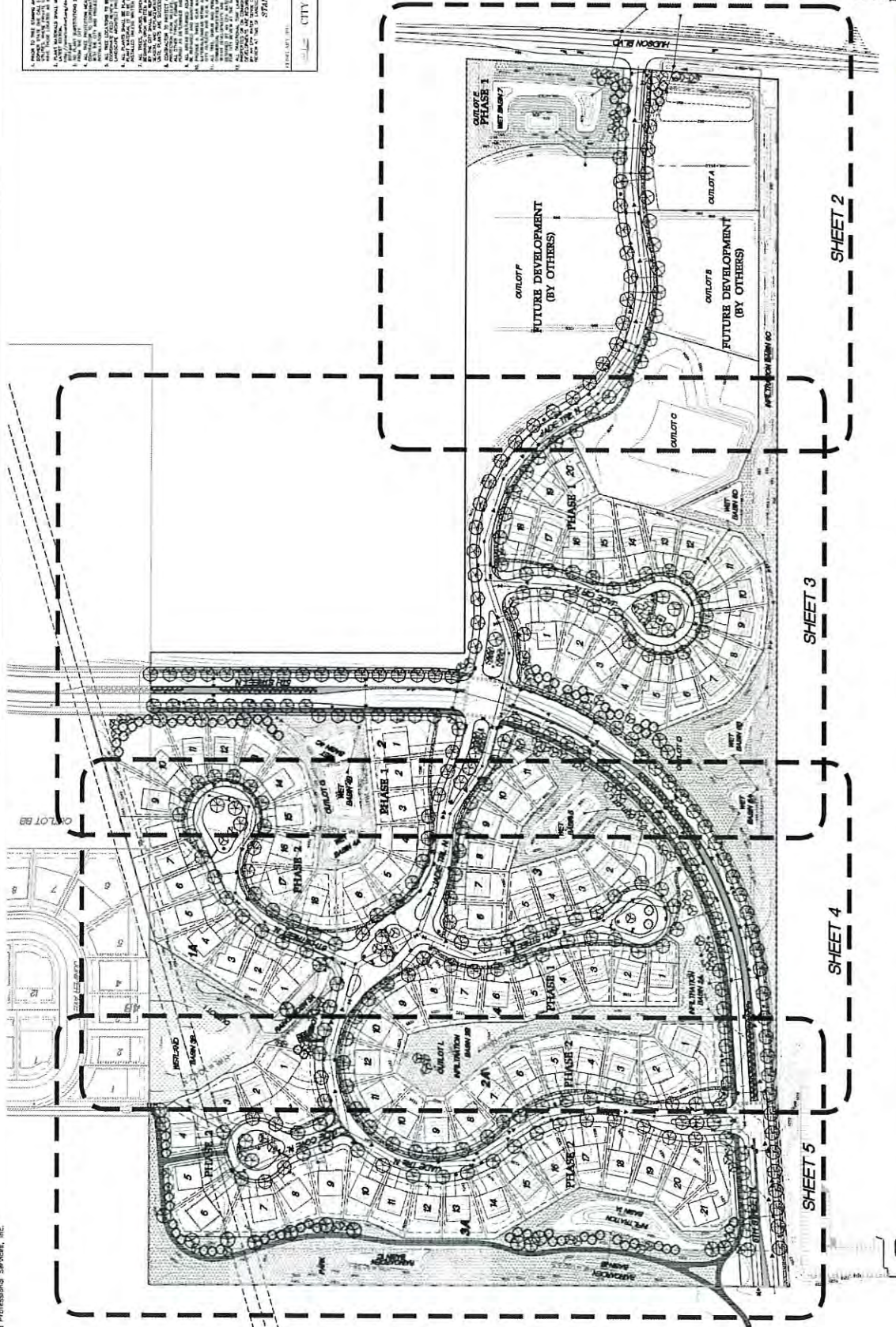
SEE INSET B



EASEMENT DETAIL



- BOUNDARY MONUMENTS SHALL BE SET BY THE SURVEYOR AND SHALL BE MARKED BY THE SURVEYOR
- BOUNDARY MONUMENTS SHALL BE SET BY THE SURVEYOR
- BOUNDARY MONUMENTS SHALL BE SET BY THE SURVEYOR



[illegible][illegible]

Landscape Requirement Calculations

[illegible][illegible]

	DEPOTES DRY PRIME NATIVE GRASS MIX (35-627)
	DEPOTES DRY STORMWATER NATIVE GRASS MIX (33-202)
	DEPOTES WET STORMWATER NATIVE GRASS MIX (22-261)

Latest Revision Date 04/13/15 000542394 F02.102

The Excelsior Group, LLC
11455 Viking Dr., Suite 350
Eden Prairie, MN 55344

Final Landscape Plan

Ponds

celsior Group
11435 Viking Dr., Suite 350
Eden Prairie, MN 55344

not possible

Diagnosis	CLM
Operative	CLM
Examination	FIS
Revised Drawing for Notes	

STUDY: ALO = AL/2/AL

I certify that the information furnished on this form is true and correct. I understand that this form will be made available to the public.

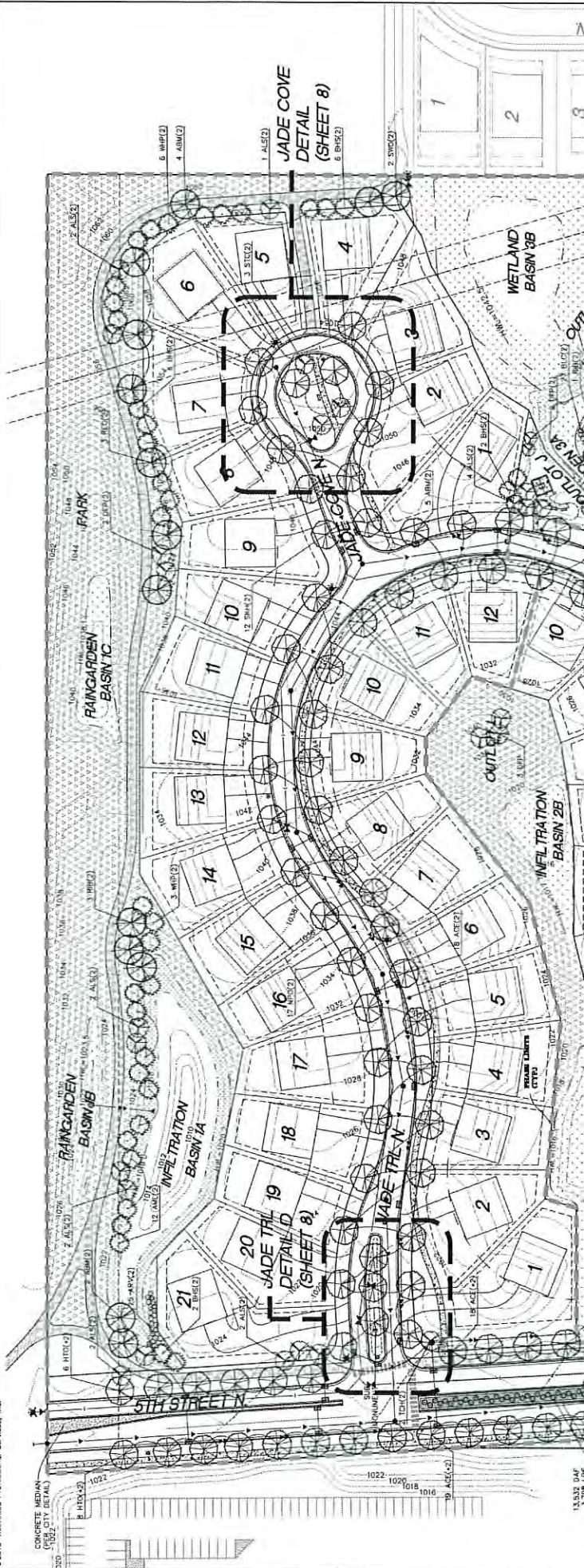
 Date: 04/13/15 James M. 265771
 Corry Meyer

1544

Westwood

Phone:	(802) 937-5152	7018 Avenue
Fax:	(802) 937-5222	Edinburg, PA 17032
Toll Free:	(800) 937-5152	unsubscribed

Westwood Professional Services, Inc.



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3. THE USER OF THIS PLAN IS TO BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES AND AUTHORITIES.

4. THE USER OF THIS PLAN IS TO BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES AND AUTHORITIES.

5. THE USER OF THIS PLAN IS TO BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES AND AUTHORITIES.

6. THE USER OF THIS PLAN IS TO BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES AND AUTHORITIES.

7. THE USER OF THIS PLAN IS TO BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES AND AUTHORITIES.

8. THE USER OF THIS PLAN IS TO BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES AND AUTHORITIES.

9. THE USER OF THIS PLAN IS TO BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES AND AUTHORITIES.

10. THE USER OF THIS PLAN IS TO BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES AND AUTHORITIES.

11. THE USER OF THIS PLAN IS TO BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES AND AUTHORITIES.

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14. THE USER OF THIS PLAN IS TO BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES AND AUTHORITIES.

15. THE USER OF THIS PLAN IS TO BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES AND AUTHORITIES.

16. THE USER OF THIS PLAN IS TO BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES AND AUTHORITIES.

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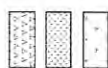
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19. THE USER OF THIS PLAN IS TO BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES AND AUTHORITIES.

20. THE USER OF THIS PLAN IS TO BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES AND AUTHORITIES.

21. THE USER OF THIS PLAN IS TO BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES AND AUTHORITIES.

- DEOTES DRY PRAIRIE NATIVE GRASS MIX (35-621)
- DEOTES DRY STORMWATER NATIVE GRASS MIX (35-703)
- DEOTES WET STORMWATER NATIVE GRASS MIX (35-761)



Scale: 1" = 100'
Date: 07/30/15
Sheet: 155 of 10



The Excelsior Group, LLC
11405 Viking Dr. Suite 300
Bloomington, MN 55444

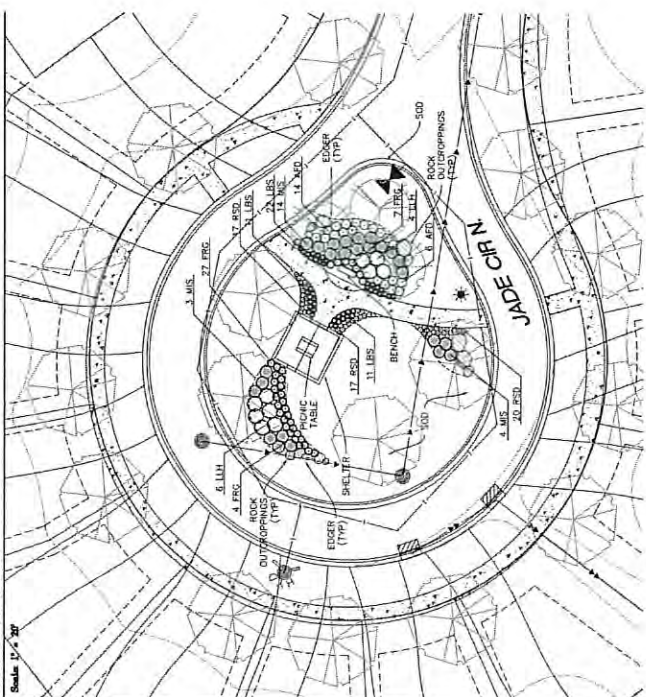
Prepared for:
Client: CEM
Design: CEM
Drawn: CEM
Revised Drawing: 155

Scale: 1" = 100'
Date: 07/30/15
Sheet: 155 of 10

Westwood
Westwood Professional Services, Inc.
11405 Viking Dr. Suite 300
Bloomington, MN 55444
Phone: 612-333-1140
Fax: 612-333-1141
Email: info@westwoodps.com
Website: www.westwoodps.com

Jade Circle Island

Scale 1" = 20'



Jade Circle Island Plant Schedule (Phase I)

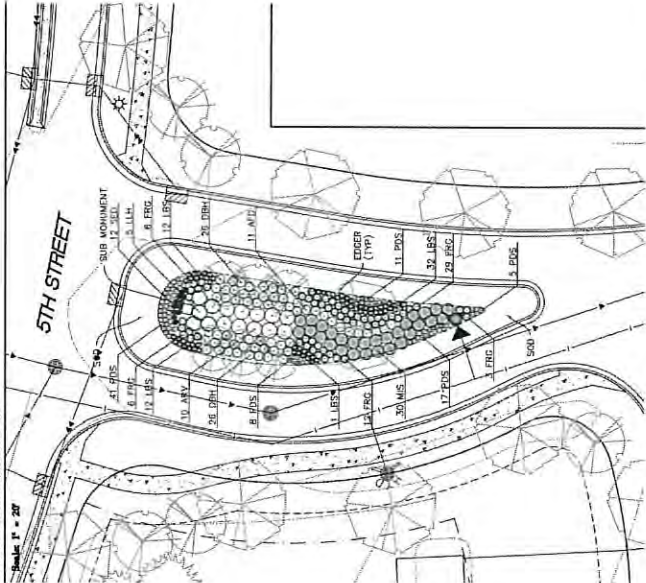
CODE	QTY.	COMMON/BOTANICAL NAME	SIZE	SPACING O.C.
LIT	10	Lowland Noddygrass / <i>Andropogon scoparius</i>	#5 CONT.	5'-0" O.C.
SP	20	Arctic Fire Dogwood / <i>Coronilla canadensis</i>	#5 CONT.	5'-0" O.C.
MS	21	Michigan Star Grass / <i>Andropogon scoparius</i>	#5 CONT.	5'-0" O.C.
TRG	34	Red Foxglove / <i>Adonis autumnalis</i>	#5 CONT.	5'-0" O.C.
TRG	34	Red Foxglove / <i>Adonis autumnalis</i>	#5 CONT.	5'-0" O.C.
TRG	34	Red Foxglove / <i>Adonis autumnalis</i>	#5 CONT.	5'-0" O.C.

NOTE: QUANTITIES ON PLAN SUPERSEDE LIST QUANTITIES IN THE EVENT OF A DISCREPANCY.

1. This plan was prepared by the City of Lake Elmo, Minnesota, and is subject to the terms and conditions of the contract between the City and the Designer. The Designer is not responsible for the accuracy of the information provided by the City or for the results of the construction of the project. The Designer is not responsible for the accuracy of the information provided by the City or for the results of the construction of the project. The Designer is not responsible for the accuracy of the information provided by the City or for the results of the construction of the project.

Jade Trail Median A

Scale 1" = 20'



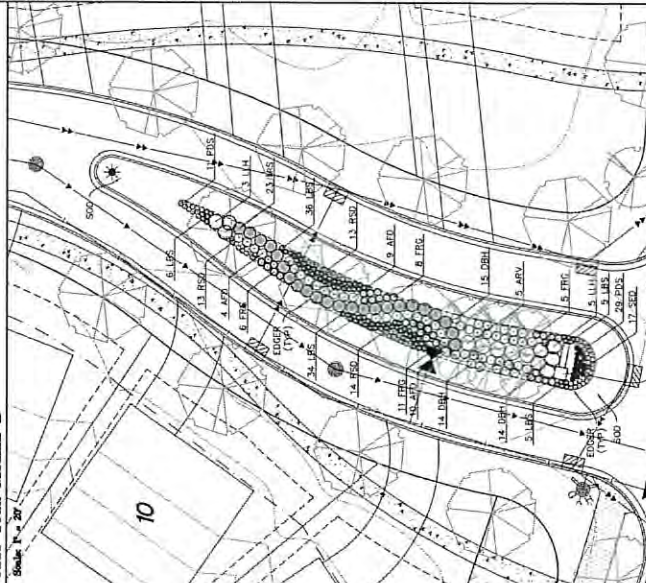
Jade Trail Median A Plant Schedule (Phase I)

CODE	QTY.	COMMON/BOTANICAL NAME	SIZE	SPACING O.C.
AVY	10	Arctic Fire Dogwood / <i>Coronilla canadensis</i>	#5 CONT.	5'-0" O.C.
LIT	5	Lowland Noddygrass / <i>Andropogon scoparius</i>	#5 CONT.	5'-0" O.C.
SP	20	Arctic Fire Dogwood / <i>Coronilla canadensis</i>	#5 CONT.	5'-0" O.C.
MS	21	Michigan Star Grass / <i>Andropogon scoparius</i>	#5 CONT.	5'-0" O.C.
TRG	34	Red Foxglove / <i>Adonis autumnalis</i>	#5 CONT.	5'-0" O.C.
TRG	34	Red Foxglove / <i>Adonis autumnalis</i>	#5 CONT.	5'-0" O.C.
TRG	34	Red Foxglove / <i>Adonis autumnalis</i>	#5 CONT.	5'-0" O.C.

NOTE: QUANTITIES ON PLAN SUPERSEDE LIST QUANTITIES IN THE EVENT OF A DISCREPANCY.

Jade Trail Median B

Scale 1" = 20'



Jade Trail Median B Plant Schedule (Phase I)

CODE	QTY.	COMMON/BOTANICAL NAME	SIZE	SPACING O.C.
AVY	10	Arctic Fire Dogwood / <i>Coronilla canadensis</i>	#5 CONT.	5'-0" O.C.
LIT	5	Lowland Noddygrass / <i>Andropogon scoparius</i>	#5 CONT.	5'-0" O.C.
SP	20	Arctic Fire Dogwood / <i>Coronilla canadensis</i>	#5 CONT.	5'-0" O.C.
MS	21	Michigan Star Grass / <i>Andropogon scoparius</i>	#5 CONT.	5'-0" O.C.
TRG	34	Red Foxglove / <i>Adonis autumnalis</i>	#5 CONT.	5'-0" O.C.
TRG	34	Red Foxglove / <i>Adonis autumnalis</i>	#5 CONT.	5'-0" O.C.
TRG	34	Red Foxglove / <i>Adonis autumnalis</i>	#5 CONT.	5'-0" O.C.

NOTE: QUANTITIES ON PLAN SUPERSEDE LIST QUANTITIES IN THE EVENT OF A DISCREPANCY.



Latest Revision Date 04/15/15
Date 07/30/15
Scale 1/8" = 1' or 1/4" = 1'

Westwood

Professional Services, Inc.
10000 Lake Elmo, MN 55120
612-461-1111
www.westwoodps.com

The Excelsior Group, LLC

10000 Viking Dr. Suite 300
Blaine, MN 55434

Prepared for:
City of Lake Elmo
City Engineer
City Council

Designed by:
City of Lake Elmo
City Engineer
City Council

Reviewed by:
City of Lake Elmo
City Engineer
City Council

Approved by:
City of Lake Elmo
City Engineer
City Council

City of Lake Elmo
City Engineer
City Council



Final Landscape
Details

[illegible][illegible][illegible][illegible][illegible][illegible][illegible]

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: March 4, 2015

To: Nick Johnson, City Planner
Cc: Kyle Klatt, Planning Director

Re: Bolder Ponds
Final Plat/Construction Plan Review

From: Jack Griffin, P.E., City Engineer

An engineering review has been completed for the Bolder Ponds development. Final Plat/Construction Plans were received on February 5, 2015. The submittal consisted of the following documentation prepared by Evolution Engineering and Design or as noted:

- Final Plat, not dated.
- Final Construction Plans dated January 26, 2015.

STATUS/FINDINGS: The Engineering review has been separated for Final Plat approval and Final Construction Plan approval. Please see the following review comments.

FINAL PLAT:

- Outlots D, E, G, I, and L must be dedicated to the City of ongoing operation and maintenance of proposed storm water facilities.
- Outlot D must be revised to fully contain the HWL for Infiltration Basin 6C with an additional 10 foot width to accommodate maintenance access along the basin length.
- Per the typical street sections, 10 foot utility easements must be provided along both sides of each public roadway including 5th Street. The Final Plat must be updated to provide these easements as part of the Phase 1 Plat including easements within Outlots A, B, C, F, H and J. Easements are required to accommodate small utility placement to serve the development.
- The City requires a minimum 10 foot utility easement along each side of the public street R/W. However for the Boulder ponds development these easements must be expanded to include the proposed meandering sidewalks plus an additional 10 feet. The Plat must be revised to include these easements prior to recording.
- Outlot H must be revised to include the 15 foot utility easement for the storm sewer pipe between Lot 6, Block 2 and Lot 18, Block 1 (Phase 2). The easement must be granted as part of Phase 1 Plat.
- The Plans and Plat must be revised to include a minimum 15 ft. utility easement for CB-404. The easement must be shown on Outlot H as part of the Phase 1 Plat.

STORM WATER MANAGEMENT PLAN: Stormwater Management Plan revisions and grading plan revisions have been made by the applicant since obtaining the SWWD Permit Approval in July 2014 and Preliminary Plat approval.

- The revised hydrology report dated January 26, 2015 indicates an increased discharge rate and volume from the site. Increased discharge rates to adjacent properties is specifically prohibited. The storm water

management plan and storm sewer system design must be revised to reduce the rate of increase for each storm event to all adjacent properties.

- The Final Plat must be contingent upon SWWD permit approval for the revised grading plans and hydrology report once it is updated to be acceptable to the City.
- Any revisions made to address City and/or SWWD permit requirements may require revisions to the Final Plat. The Final Plat should not be recorded until SWWD permit approval and City construction plan approval is granted for the same set of construction plans and same storm water management/hydrology report.
- The revised grading plans dated January 26, 2015 also indicate grading impacts to the Outlot I wetland buffer. The applicant must provide to the City written SWWD approval to allow this buffer grading.
- Final Plat approval must also be contingent upon the applicant receiving MnDOT approval for the storm water discharges to MnDOT R/W including all applicable MnDOT permits.
- Infiltration feasibility testing must be completed at each specific infiltration basin to confirm the feasibility of the storm water management plan. The Hydrology Report indicates that infiltration testing has been completed, however testing locations have not been identified and some infiltration basin and rain garden locations have been changed. Final Plat must be contingent upon the applicant demonstrating that each proposed basin location is feasible. Per City standards, infiltration basins are not permitted in Group C or D soils.

FINAL CONSTRUCTION PLANS

- No construction, including grading operations may occur on the site until the applicant has received City Engineer approval for the final construction plans and has obtained all applicable permits for the Subdivision.
- The Final Plat shall not be recorded until final construction plan approval is granted.
- Final construction plan review comments will be provided separately to assist the applicant with the completion of Final Construction Plans.
- **ADDITIONAL SUBMITTALS REQUIRED.** Additional submittal materials are required to facilitate staff plan review.
 - Phase 1 Construction Plans. The construction plans must address the improvements to be included as part of Phase 1 construction including temporary cul-de-sacs, temporary fire hydrants at interim watermain end points (no billed valves are allowed), and grading contours matching existing contours at the phase 1 grading plan match points.
 - It is advised that a point by point response letter be prepared and submitted identifying how each comment was addressed from the City's review memo dated November 3, 2014.

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

LAKE ELMO FIRE DEPARTMENT

February 23, 2015

Review of the FINAL PLAT, FINAL PUD PLAN AND ZONING MAP AMENDMENT – BOULDER PONDS

Following a review of the packet provided, I would like to address the following:

- Street naming looks good.
- Hydrant placement/spacing. I am requesting that the locations of the following hydrants be adjusted to be placed at intersections, as this would be most advantageous and provide optimum efficiency for emergency response and still comply with our 500' spacing requirement.
 - Sheet No. 4 of 28, Sanitary Sewer & Watermain, Hydrant located at BLOCK 1, West side of Jade Trail North, be relocated to either the NW or SW corner the intersection of Jade Trail North and Jade Circle.
 - Sheet No. 5 of 28, Sanitary Sewer & Watermain, Hydrant located at BLOCK 3, NE Corner of Jade Trail North and 5th Street North be relocated as close to the corner as possible, possibly at the trail.
 - Sheet No. 6 of 28, Sanitary Sewer & Watermain, Hydrant located at BLOCK 3, SE portion of the Jade Cove North cul-de-sac be relocated more to the center, possibly at the trail.
 - Sheet No. 7 of 28, Sanitary Sewer & Watermain, Hydrant located at BLOCK 3, NW Corner of Jade Trail North and 5th Street North, be relocated as close to the corner as possible.
 - Sheet No. 8 of 28, Sanitary Sewer & Watermain, Hydrant located at BLOCK 4, North side of 6th Street North (West), just West of Jade Trail North, be relocated to the intersection of Jade Trail North and 6th Street North.
 - Sheet No. 8 of 28, Sanitary Sewer & Watermain,
 - Hydrant located at BLOCK 1, Outlot H NE side of 6th Street North (East), just East of Jade Trail North, be relocated as close to the corner of the intersection of Jade Trail North and 6th Street North (East).
 - Hydrant located at BLOCK 1, at Lot 9, East side of the cul-de-sac of 6th Street North (East), be relocated as close to Lot 12, South side of cul-de-sac as possible.
 - Sheet No. 9 of 28, Sanitary Sewer & Watermain, Hydrant located on the North side of the Jade Circle North cul-de-sac at Lot 4, be relocated to the West end of the cul-de-sac near Lots 8/9.

Sincerely,

Greg Malmquist, Fire Chief

"Proudly Serving Neighbors & Friends"



BOULDER PONDS – DESIGN REVIEW REPORT **LAKE ELMO, MN**

LANDSCAPE ARCHITECTURAL DESIGN REVIEW DATED MARCH 3RD, 2015

REVIEWED PLAN SET DATED JANUARY 30TH, 2015

The landscape design that was presented in this drawing set is very thoughtful and we really appreciate the inclusion of flowering understory trees, shrubs, perennials as well as native grass and wildflower areas to create a complete landscape and provide a very nice exterior environment. In order for us to complete the landscape review we are requesting a few more required items.

Required Action Items by Boulder Ponds Project Team

1. Provide landscape irrigation plans for our review for all commonly held HOA & City Outlots / R.O.W. areas.
2. We recommend you provide a three year maintenance plan for all landscape materials/areas within all commonly held HOA & City Outlot / R.O.W areas.
3. At the present time the 5th Street Corridor is included in the Landscape Area and as well as the Street Frontage Calculations. To be consistent with how we are addressing all the developments embracing this proposed 5th Street Corridor please omit the 5th Street Area and Street Frontage Calculations from the landscape requirements for the remainder of the development and treat the 5th Street landscape independently as we are with the other projects embracing 5th street. At the time the final Streetscape design is determined by the City, the City will provide direction to your team to Incorporate & Implement the approved 5th Street Streetscape Design.
4. The quality of the site amenities proposed on Sheet LS9 of 10 are not consistent with the higher quality homes and planting areas suggested within this development. We would challenge your team to specify site amenities of higher quality design and materials that will enhance those spaces and bring it the same level of thoughtfulness suggested everywhere else.
5. The landscape plan shall be updated to locate all boulevard trees in between the public street and sidewalk to not interfere with private utilities.

SINCERELY,
LANDSCAPE ARCHITECTURE, INC.
STEPHEN MASTEY, ASLA, CLARB, LEED AP BD+C

2350 BAYLESS PLACE • ST. PAUL, MN • 55114
PHONE: 651.646.1020 • EMAIL: STEPHEN@LANDARCINC.COM



MAYOR & COUNCIL COMMUNICATION

DATE: April 21, 2015
REGULAR
ITEM # 12

AGENDA ITEM: Boulder Ponds Planned 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
Stephen Mastey, Landscape Consultant

SUGGESTED ORDER OF BUSINESS:

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

POLICY RECCOMENDER: Staff is recommending that the City Council approve a developer’s agreement associated with the 1st phase of the Boulder Ponds planned 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: The agreement includes sanitary sewer oversizing in the payment amount of \$20,633.55. This payment would be made out of the sanitary sewer fund to the developer once the City accepts all of the public improvements. In addition, the agreement includes a credit to the developer for the acquisition of necessary right-of-way from Bremer Bank for the 5th Street minor collector road. The credit amount is \$41,846, and is reflected as a reduction to the cash requirements paid to the City. Future financial impacts of the development 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 \$76.34 for 11 lights), 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 Boulder Ponds Final Plat. The attached agreement has been reviewed by the City Attorney, City Engineer, Community Development Director and the City's Landscape Consultant, and all recommend changes specific to the Boulder Ponds 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 No. 2015-25, approving the developer’s agreement for the Boulder Ponds planned residential development.”

LEGISLATIVE HISTORY/STAFF REPORT: One of the conditions included as part of the Planning Commission recommendation to the Council concerning the Boulder Ponds 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 Boulder Ponds development. The key aspects of the agreement include the following components:

- That all improvements to be completed by October 31, 2016.
- That the developer provide a letter of credit in the amount of 125% of the total cost of the proposed improvements. The construction estimates provided have been reviewed by the City Engineer and found to be accurate. The necessary letter of credit to secure the construction activity and expenses will be \$3,610,725.87 for the 1st phase of the Boulder Ponds development.
- That the developer provide a cash deposit of \$435,893.46 for SAC and WAC charges, engineering administration, one year of street light operating costs, park land dedication fee, and other City fees.

Regarding City payments to the developer, there are two proposed actions of note in the development agreement:

- The first action is a payment related to the oversizing of sanitary sewer in phase 1 of the Boulder Ponds development. The developer has been directed by the City to oversize segments of sanitary sewer from 8-in pipe to 12-inch pipe in order to accommodate the City's broader sanitary sewer system. The oversizing payment amount had been reviewed by the City Engineer and is \$20,633.55. This payment would be made to the developer once all of the public improvements for the subdivision have been accepted by the City.

- The second action is a credit to the developer for the acquisition costs of public right-of-way related to the 5th Street minor collector road at the Bremer Bank and Stonegate Park pinch-point. In the northwest corner of the Boulder Ponds development, a pinch-point exists between the Bremer Bank financial services facility and Stonegate Park. This pinch-point has always presented a difficulty, as the City's planned minor collector road, 5th Street, must travel through the pinch-point in order to connect to the Inwood development and ultimately Inwood Avenue (CSAH 13). Due to this situation, public-right-of-way must be acquired from the Bremer Bank facility in order to accommodate the minor collector road. When discussing this situation with the developer, City staff presented multiple options to resolve the issue: 1) the City could acquire the necessary right-of-way for the collector road, or 2) the developer could acquire the necessary right-of-way and receive a credit from the City for doing so. Ultimately, the developer decided to acquire the right-of-way, as it was a time-sensitive solution needed to advance the development plans. In selecting this approach, there was an added benefit to the City that it reduced the City's administrative and legal costs needed to acquire the property from Bremer. Staff is recommending that the City provide the developer a credit as a reduction to the Cash requirements in the amount of the purchase price of the property (\$41,846). Given the properties' relationship to Stonegate Park, it makes sense from staff's perspective that the offset come out of the parkland dedication funds. To summarize, the developer acquired the necessary right-of-way for the 5th Street minor collector road outside of the developer's property, thereby facilitating the platting and construction of the collector road, resulting in a definite benefit to the City.

STRENGTHS, WEAKNESSES, OPPORTUNITIES, THREATS:

Strengths: The developer's agreement has been drafted to guarantee that the improvements associated with Boulder Ponds 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 Boulder Ponds Final Plat. In addition, approval of the Developers Agreement will allow the City to collect the necessary SAC and WAC fees to help finance the City's investments in the municipal sanitary sewer and watermain systems.

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

Opportunities: The proposed improvements include the extension of the 5th Street minor collector road, the transportation improvement needed to provide adequate public facilities for Stage 1 of the I-94 Corridor Planning Area.

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 Boulder Ponds and that the Council direct the Mayor and Staff to execute this document once the financial security and cash requirements have been received. The suggested motion to adopt the Staff recommendation is as follows:

"Move to adopt Resolution No. 2015-25, approving the developer's agreement for the Boulder Ponds planned residential development."

ATTACHMENTS:

1. Resolution No. 2015-25
2. Boulder Ponds Development Agreement

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

RESOLUTION NO. 2015-25

*A RESOLUTION APPROVING THE DEVELOPER'S AGREEMENT FOR THE FIRST PHASE
OF THE BOULDER PONDS PLANNED RESIDENTIAL DEVELOPMENT*

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

WHEREAS, OP4 Boulder Ponds, LLC, 11455 Viking Drive, Suite 350, Eden Prairie, MN ("Applicant") has previously submitted an application to the City of Lake Elmo ("City") for a Final Plat for Boulder Ponds; and

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

WHEREAS, The Lake Elmo City Council adopted Resolution No. 2015-24 on April 21, 2015 approving the Final Plat for Boulder Ponds; and

WHEREAS, Condition (3) of said Resolution No. 2015-24 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 April 21, 2015 meeting.

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

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

Mike Pearson, Mayor

ATTEST:

Adam Bell, City Clerk

(reserved for recording information)

DEVELOPMENT CONTRACT

(Site grading, public sewer and water)

Boulder Ponds

THIS DEVELOPMENT CONTRACT (the "Contract") dated _____, 2015, is entered into by and between the **CITY OF LAKE ELMO**, a Minnesota municipal corporation ("City"), and OP4 Boulder Ponds, LLC (the "Developer").

1. REQUEST FOR PLAT APPROVAL. The Developer has asked the City to approve the plat for Boulder Ponds (referred to in this Contract as the "plat"). The land is situated in the County of Washington, State of Minnesota, and 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 as and when 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 Contract has been fully executed by both parties and filed with the City Clerk, 2) the necessary security has been received by the City, 3) the plat and

required homeowner's association documents have been recorded with the Washington County Recorder's Office, and 4) the City's Community Development Director has issued a letter that all conditions have been satisfied, a preconstruction conference has been held, and that the Developer may proceed.

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

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

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

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

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

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

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

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

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

9. CITY ENGINEERING ADMINISTRATION AND CONSTRUCTION

OBSERVATION. Prior to the commencement of any construction activity authorized under this agreement, the Developer shall submit an escrow for City Engineering Administration and Construction Observation in an amount provided under paragraph 36. Summary of Cash Requirements. 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. If the amounts remain unpaid after 30 days of the date of the invoice, 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 its 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.

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

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

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

- A. Right-of-Way Excavations and Obstructions:
 - City of Lake Elmo, Right-of-Way Utility Installation(s)
 - City of Lake Elmo, Right-of-Way Obstruction(s)
 - Washington County, Utility Installations(s)
 - Washington County, Street or Driveway Access(s)
 - Minnesota Department of Transportation, Utility Installation
 - Minnesota Department of Transportation, Right-of-Way Permit
- B. Watermain Extensions:
 - Minnesota Department of Health
- C. Sanitary Sewer Extensions:
 - Minnesota Pollution Control Agency
 - Metropolitan Council Environmental Services
- D. Stormwater Management:
 - Valley Branch, Brown's Creek or South Washington Watershed District Permit
- E. Erosion, Sedimentation Control:
 - Minnesota Pollution Control Agency, General NPDES Stormwater Permit
 - SWPPP (Stormwater Pollution Prevention Plan)

- F. Wetland Mitigation:
 - Board of Water and Soil Resources, WCA
- G. Construction Dewatering:
 - Minnesota Department of Natural Resources

12. TIME OF PERFORMANCE. The Developer shall install all required public improvements by October 31, 2016, with the exception of the final wear course of asphalt on streets. The Developer shall have the option of installing the wearing course of streets within one (1) year following initial commencement of work on the required basic improvements or installing it after the first course has weathered a winter season, consistent with warranty requirements, however final acceptance of the improvements will not be granted until all work is completed including the final wear course. The Developer may, however, request an extension of time from the City. If an extension is granted, it shall be conditioned upon updating the security posted by the Developer to reflect cost increases and amending this Contract to reflect the extended completion date. Final wear course placement outside of this time frame must have the written approval of the City Engineer.

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

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

15. CONSTRUCTION SEQUENCE AND COMPLIANCE. The City will require the Developer to construct the improvements in a sequence which will allow progress and compliance points to be measured and evaluated. The Developer and/or its representatives are required to supervise and coordinate all construction activities for all improvements and must notify the City in writing stating when the work is ready for the inspection at each of the measurable points defined in the following paragraphs 16., 17. and 18. For the purpose of this paragraph, Electronic message (email) shall be

deemed an acceptable method of notification provided it is captioned "Notice pursuant to Development Agreement".

16. EROSION CONTROL. Prior to initiating site grading, the erosion control plan, Plan B, shall be implemented by the Developer and inspected and approved by the City. Erosion control practices must comply with the approved plans and specifications for the plat, with all watershed district permits and with Minnesota Pollution Control Agency's Best Management Practices. The City may impose additional erosion control requirements as deemed necessary. The parties recognize that time is of the essence in controlling erosion. If the Developer does not comply with the erosion control plan and schedule or supplementary instructions received from the City, the City may take such action as it deems appropriate to control erosion. The City will endeavor to notify the Developer in advance of any proposed action, but failure of the City to do so will not affect the Developer's and City's rights or obligations hereunder. If the Developer does not reimburse the City for any cost the City incurred for such work within ten (10) days after submitting an invoice for such costs, the City may draw down the security to pay any costs incurred by the City. 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 until such time as the public improvements are accepted and the City may take such action as allowed by this Contract against the Developer for any noncompliant issue as stated above. Erosion control plans for individual lots will be required in accordance with the City's building permit requirements, or as required by the City or City Engineer.

17. GRADING PLAN. The plat shall be graded in accordance with the approved grading drainage and erosion control plan, Plan "B". The plan shall conform to Engineering Design and Construction Standards Manual. All grading shall be completed within the subdivision prior to the preparation and submittal of the as-constructed grading plan.

Within thirty (30) days after completion of the grading, the Developer shall provide the City with a

"record" grading plan certified by a registered land surveyor or engineer that all trails, ponds, swales, and ditches have been constructed on public easements or land owned by the City. The "record" plan shall contain site grades and field verified elevations of the following: a) cross sections of ponds; b) location and elevations along all swales, emergency overflows, wetlands, wetland mitigation areas if any, ditches, locations and dimensions of borrow areas/stockpiles; c) lot corner elevations and house pads; and d) top and bottom of retaining walls. The City will not issue any building permits 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 \$143,648.38 in satisfaction of the City's park dedication requirements. This charge is based on the park dedication requirement for all the residential areas to be platted within Boulder Ponds Preliminary Plat. No additional fees in lieu of land dedication will be charged for future residential developments within the preliminary plat area. The charge was calculated as follows: 2.57 acres (1.77 acres of park land provided subtracted from 4.34 acres of park land required) at \$55,894.31 per acre per the agreed upon appraisal for the property.

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 stat 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 SAC amount to be paid by the Developer is \$141,000. 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 WAC amount to be paid by the Developer is \$141,000. 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.

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 \$916.08 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 to be used by the City to perform the work if the Developer fails to perform the work.

26. BUILDING PERMITS/CERTIFICATES OF OCCUPANCY.

A. Public sewer and water, curbing, and one lift of asphalt shall be installed on all public and private streets prior to issuance of any building permits, except two 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; the as-constructed grading must be on file at the City for the block where the building is to be located; and the required homeowner's association documents have been recorded with the Washington County Recorder's Office.

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

F. 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's adopted Fee Schedule. Upon request, the City will provide copies of detailed invoices of the work performed.

28. CITY PAYMENTS. In the event City payments are required by Section 28.A below, within thirty (30) days of the City's final acceptance of the Improvements, pursuant to Section 20 of the Contract, but only if the Developer is not in default to this Contract, the City shall pay to the Developer the sums set forth in the attachment to this Contract as Exhibit B. The actual amount of the reimbursement shall be based on actual construction costs which will be verified by the Developer to the City in the Plans submitted to the City as required in Section 20. This payment by the City shall be the City's only responsibility with regard to construction of the Improvements and in no case shall act as a waiver of any other right of the City under this Contract or under applicable laws, ordinances or rules.

A. City payments pursuant to this Contract shall be: \$20, 633.55.

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

A. Implementation of the recommendations listed in the March 4, 2015 and March 13, 2015 Engineering memorandums.

B. Before the City signs the final plat, the Developer shall convey Outlots D, E, G, I and L to the City by warranty deed, free and clear of any and all encumbrances.

C. The Developer shall install a temporary turnaround on any streets that will be extended into adjacent developments in the future as directed by the City Engineer.

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

E. 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.

F. All trails shall be located within the easements or dedicated to the City. Title

commitments shall be provided for all land so dedicated.

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

H. Any unencumbered 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.

I. (Other requirements).

30. MISCELLANEOUS.

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

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

C. Appropriate legal documents regarding Homeowner Association documents, covenants and restrictions relating to the plat approval and outlots and conveyances, as approved by the City Attorney, shall be filed with the final plat. . No third- party beneficiary status is hereby conferred. All outlots (except Outlots D, E, G, I and L) and common areas, including Outlots C, H, J and K, shall be maintained in good order and repair by the Developer or a homeowner's association depending on which party owns the applicable Outlot, and, they it do not do so when requested by the City, then the City may perform the work and assess the costs against the Developer or the individual

lots within the plat of Boulder Ponds, as applicable, 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 Contract.

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 Contract.

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 Contract, 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 this Contract until it receives assurances from Developer, deemed adequate by the City, that Developer will cure its default and continue its performance under this Contract. 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 Contract or recover any amounts due under this Contract from Developer, or immediately draw on the Letter of Credit, as set forth in this Contract. 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 Contract 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 their obligations under this Contract 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 Contract.

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 letter of credit or cash escrow or a combination cash escrow and letter of credit in the amount of 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 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 D and Outlot J) shall be three (3) years following installation. The Developer shall also enter into a maintenance agreement with the City for a period of three (3) years prior to acceptance of the landscaping 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 Contract, payment of special assessments, payment of the costs of all public improvements, and construction of all public improvements, the Developer shall furnish the City with an irrevocable letter of credit, in the form attached hereto, from a bank, cash escrow or a combination cash escrow and Letter of Credit ("security") for **\$3,610,725.87**. The amount of the security was calculated as follows:

CONSTRUCTION COSTS:

Streets (includes Sidewalks/Trails & Street Signs/ Traffic Control Signs)	\$ 1,084,326.92
Sanitary Sewer	\$ 405,450.61
Watermain	\$349,673.91
Surface Water Facilities (pipe, ponds, rain gardens, etc.)	\$ 721,027.26
Grading	\$68,194.00
Erosion Control	\$48,406.00
Street Lighting	Xcel to Install, to be pre-paid directly by Developer
Landscaping	\$ 204,302.00
Tree Preservation and Restoration	<u>\$0</u> (included with Erosion Control)
Wetland Mitigation and Buffers	Separate letter of credit through Watershed District
Monuments	\$4,700.00 (100 per single family lot; \$50 per townhome lot)

Miscellaneous Facilities	N/A
Developer's Record Drawings	\$2,500
Construction Sub-Total	\$ 2,888,580.70
Total Project Securities (at 125% Construction Costs)	\$ 3,610,725.87

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 \$1,805,362.94 of the security provided in accordance with paragraph 34. above may be released when: (1) Developer's obligations under this Contract 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 \$902,681.48 of the security provided in accordance with paragraph 34. above may be released when: (1) Developer's obligations under this Contract 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) the 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)	\$141,000.00
Water Availability Charge (WAC)	\$141,000.00
Park Dedication	\$143,648.38
Street Light Operating Fee	\$916.08
City Base Map Upgrading	\$1,175.00
City Engineering Administration Escrow	\$50,000 (Based on two months of administration/observation)
Total Cash Requirements	\$477,739.46
Less Credit for 5th Street ROW Acquisition Costs	\$41,846.00
Adjusted Total Cash Requirements	\$435,893.46

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: 11455 Viking Drive, Suite 350, 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

(SEAL)

BY: _____, Mayor

AND _____, City Clerk

STATE OF MINNESOTA)
 (ss.
COUNTY OF WASHINGTON)

The foregoing instrument was acknowledged before me this _____ day of _____, 2015, 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

DEVELOPER:

BY: _____
Its

STATE OF MINNESOTA)
(ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day _____, 2_____, _____ the _____ of OP4 Boulder Ponds, LLC, a Minnesota limited liability company.

NOTARY PUBLIC

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

**FEE OWNER CONSENT
TO
DEVELOPMENT CONTRACT**

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

Dated this _____ day of _____, 2_____.

STATE OF MINNESOTA)
 (ss.
COUNTY OF _____)

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

NOTARY PUBLIC

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

**MORTGAGE CONSENT
TO
DEVELOPMENT CONTRACT**

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

Dated this _____ day of _____, 2_____.

STATE OF MINNESOTA)
 (ss.
COUNTY OF _____)

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

NOTARY PUBLIC

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

EXHIBIT "A" TO DEVELOPMENT CONTRACT

Legal Description of Property Being Final Platted as Boulder Ponds

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

AND

That part of the East Half of the Southwest Quarter of Section 34, Township 29, Range 21, Washington County, Minnesota as described as commencing at the northwest corner of said East Half of the Southwest Quarter; thence South 00 degrees 02 minutes 55 seconds West, assumed bearing, along the west line of said East Half a distance of 756.99 feet to the point of beginning of the parcel to be described; thence South 16 degrees 08 minutes 55 seconds East, along the centerline of the pipeline Easement described in Document No. 3172091, a distance of 437.96 feet; thence South 89 degrees 55 minutes 22 seconds West a distance of 122.17 feet to said west line of said East Half; thence North 00 degrees 02 minutes 55 seconds East along said west line a distance of 420.85 feet to the point of beginning.

AND

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

EXHIBIT "B" TO DEVELOPMENT CONTRACT

City Oversizing Payment Calculation

Boulder Ponds Phase I - Oversizing Sanitary Sewer

		Costs based on Enebak's Unit Pricing 3/5/15					
		Preliminary	Final	Unit	Preliminary	Final	
Description	Unit	Quan	Quan	Price	Total	Total	
SANITARY SEWER							
8" PVC SDR35 (10' - 12')	LF	372	0	\$ 27.13	\$ 10,092.36	\$ -	
8" PVC SDR35 (12' - 14')	LF	225	0	\$ 27.63	\$ 6,216.75	\$ -	
8" PVC SDR35 (14' - 16')	LF	52	0	\$ 28.13	\$ 1,462.76	\$ -	
8" PVC SDR35 (16' - 18')	LF	130	0	\$ 78.53	\$ 10,208.90	\$ -	
8" PVC SDR35 (18' - 20')	LF	235	0	\$ 78.53	\$ 18,454.55	\$ -	
8" PVC SDR26 (20' - 22')	LF	200	0	\$ 78.53	\$ 15,706.00	\$ -	
8" PVC SDR26 (22' - 24')	LF	186	0	\$ 78.53	\$ 14,606.58	\$ -	
8" PVC SDR26 (24' - 26')	LF	180	0	\$ 78.53	\$ 14,135.40	\$ -	
8" PVCSDR26 (26' - 28')	LF	295	0	\$ 78.53	\$ 23,166.35	\$ -	
8" PVCSDR26 (28' - 30')	LF	308	0	\$ 78.53	\$ 24,187.24	\$ -	
12" PVC SDR35 (10' - 12')	LF	0	372	\$ 33.90	\$ -	\$ 12,610.80	
12" PVC SDR35 (12' - 14')	LF	0	225	\$ 34.40	\$ -	\$ 7,740.00	
12" PVC SDR35 (14' - 16')	LF	0	52	\$ 34.90	\$ -	\$ 1,814.80	
12" PVC SDR35 (16' - 18')	LF	0	130	\$ 85.30	\$ -	\$ 11,089.00	
12" PVC SDR35 (18' - 20')	LF	0	235	\$ 85.30	\$ -	\$ 20,045.50	
12" PVC SDR26 (20' - 22')	LF	0	200	\$ 87.86	\$ -	\$ 17,572.00	
12" PVCSDR26 (22' - 24')	LF	0	186	\$ 89.86	\$ -	\$ 16,713.96	
12" PVCSDR26 (24' - 26')	LF	0	180	\$ 89.86	\$ -	\$ 16,174.80	
12" PVCSDR26 (26' - 28')	LF	0	295	\$ 89.86	\$ -	\$ 26,508.70	
12" PVCSDR26 (28' - 30')	LF	0	308	\$ 92.86	\$ -	\$ 28,600.88	
					\$ 138,236.89	\$ 158,870.44	Oversizing Difference
							\$ 20,633.55

IRREVOCABLE LETTER OF CREDIT

No. _____
Date: _____

TO: City of Lake Elmo

Dear Sir or Madam:

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

The draft must:

a) Bear the clause, "Drawn under Letter of Credit No. _____, dated _____, 2 _____, of (Name of Bank) _____";

b) Be signed by the Mayor or City Administrator of the City of Lake Elmo.

c) Be presented for payment at _____ (Address of Bank), on or before 4:00 p.m. on November 30, 2 _____.

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

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

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

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

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

BY: _____

Its _____



MAYOR & COUNCIL COMMUNICATION

DATE: April 21, 2015
REGULAR
ITEM #13
RESOLUTION 2015-27

AGENDA ITEM: Phase II Downtown Street and Utility Project – Municipal Consent

SUBMITTED BY: Nick M. Johnson, City Planner

THROUGH: Dean Zuleger, City Administrator

REVIEWED BY: Washington County Public Works
Jack Griffin, City Engineer
Kyle Klatt, Community Development Director

SUMMARY AND POLICY RECCOMENDATION:

Staff and Washington County are recommending that the City Council approve Municipal Consent for Phase II of the Downtown Street and Utility to determine that the project is feasible and Final Design may be initiated. The proposed scope of work included in Phase II of the Downtown Street and Utility Project will presented. Phase II of the Downtown Street and Utility Project is proposed to be constructed in 2016 and includes Lake Elmo Ave. (30th St. to TH 5), 30th St. (Lake Elmo Ave. to east of Reid Park) and additional improvements related to storm water management.

Staff and Washington County recommend that the City Council approve Municipal Consent for Phase II of the Downtown Street and Utility Project through the following motion:

“Move to adopt Resolution 2015-27, approving Municipal Consent for Phase II of the Downtown Street and Utility Project.”

FISCAL IMPACT:

The Project will be funded through multiple sources, including assessments to benefitting properties. The project financial plan, including a project specific assessment policy, is currently under development for the project. In addition, the City and the County are working on an agreement where the County will finance the City’s cost share of the improvements for an undetermined amount of time. The final estimated cost share and the financing plan will be determined through a cooperative agreement with Washington County, which is likely to come forward in May of 2015.

BACKGROUND INFORMATION:

Over the course of the last 15 months, the City of Lake Elmo, Washington County and Valley Branch Watershed District have participated in a collaborative effort to coordinate street, utility and storm water improvements in the Downtown or Village Area of Lake Elmo. With the assistance of consulting engineer SEH and consulting landscape architect Damon Farber and Associates, the project has undergone a significant preliminary design and community engagement process. Based upon the work completed through the preliminary design process, it has been determined that the project be split up into two phases of construction:

- Phase I (2015): Laverne Avenue North (from Upper 33rd St. to Trunk Highway 5), Upper 33rd Street North (from Lake Elmo Ave. to Laverne Ave.), 36th Street North (from Lake Elmo Ave. to Laverne Ave.) and downstream storm water management improvements.
- Phase II (2016): Lake Elmo Avenue North (from 30th St. to Trunk Highway 5), 30th Street (from Lake Elmo Ave. to the lift station location east of Reid Park) and storm water management improvements.

In addition to presenting the recommended phasing of the project, City and County staff have completed a recommended schedule for the Downtown Street and Utility Project. The updated schedule is found in Attachment #3. On February 5th of 2015, the City Council approved Municipal Consent for Phase I of the Downtown Street and Utility Project, allowing for Final Design to commence for Phase I, which is currently under way. Should the City Council proceed with Municipal Consent approval for Phase II, Final Design work for Phase II of the project would likely occur from May through September of 2015, while construction for Phase II would likely begin in May of 2016 based on the recommended schedule.

In order to provide an update on progress of the preliminary design process of Phase II, the City held a City Council Workshop on April 14, 2015. At the workshop, a presentation was made regarding the design and engagement process, the staff recommended roadway designs and alternatives, and the proposed stormwater management improvements. The purpose of the City Council workshop was to prepare the City for an action on Municipal Consent for Phase II. The staff presentation from the workshop and recommended designs can be found on the City's website (<http://www.lakeelmo.org/downtownproject>).

MUNICIPAL CONSENT:

As the County and City have worked together to craft a successful process for the downtown project, one of the necessary steps identified is municipal consent. As the County is providing the necessary up-front financing and leading the construction project, it is necessary for the City to provide Municipal Consent for the project to move forward into Final Design. Although the City previously approved a Municipal Consent action for Phase I of the Downtown Project, it is beneficial to once again provide an overview of the meaning of Municipal Consent in the context of the Phase II improvements.

In terms of process, Municipal Consent is the point at which the City Council acknowledges that the preliminary design process performed is complete and has determined that the project is feasible and should proceed into Final Design. Municipal Consent is not approval of the final design, nor does Municipal Consent order the improvements. The City will be responsible for the City cost share incurred for the preparation of final design plans and specifications, but has not yet authorized the project to proceed into construction.

It should be noted that the preliminary design process outlines the fundamental elements of the design or project, including the installation of sanitary sewer and storm sewer, watermain replacement, street width and cross section (i.e. parking or no parking, sidewalk or no sidewalk). Nevertheless, there are still many design details that will be need to be determined within the Final Design process. These details are often determined in working with the property owners. For example, in the case of a couple of individual properties, retaining walls will likely be a necessary improvement. Staff will be able to work directly with these property owners in the Final Design process to determine final details of the walls and select materials. This example represents how the process and other important construction details continue to evolve in Final Design. In addition, there will be other aspects of the project that will require additional participation and input from the City Council. One critical area of Council attention will be the refinement of the Landscape Plan, as the landscape and streetscape improvements will require additional attention. In other words, Municipal Consent is the stage in the process where the fundamental design choices or elements are determined or anchored. Once Municipal Consent is in place, the County can execute a contract for Final Design, and the project can stay on schedule.

PHASE II PRELIMINARY DESIGN PROPOSED FOR MUNICIPAL CONSENT:

In order to present the Preliminary Design proposed for Municipal Consent, staff has included only the construction work that is proposed for Phase II in 2016. Attachment #5 includes the exhibits for the preliminary design proposed for Municipal Consent. Within Phase II of the project, there are 2 street segments that are proposed for public improvements (sewer, storm sewer, watermain, street, etc.): Lake Elmo Ave. (from Trunk Highway 5 to just south of 30th Street.) and 30th Street (from Lake Elmo Ave. to the lift station site just east of Reid Park).

It should be noted that the exhibits for the Phase II work include only the recommended design for the Lake Elmo Ave. and 30th St. segments. For the purposes of preliminary design and community engagement, the two streets segments (Lake Elmo Ave. and 30th St.) included in Phase II of the downtown project have been broken up into four project areas, each with their own set of unique circumstances. These four project areas are identified in the map found in Attachment #3. The reason for breaking the street segments up into four project areas is because there are different variations of recommended roadway design based on circumstances unique to each area. The four segments are Project Area A – Lake Elmo Ave. from TH 5 to 36th St., Project Area B – Lake Elmo Ave. from 36th St. to the RR Tracks, Project Area C – Lake Elmo Ave. from the RR Tracks to 30th St. and Project Area D – 30th Street. For each of these segments, Washington County and City staff are recommending different designs. The recommended design for each of the segments are the following:

- **Project Area A – Lake Elmo Ave. from TH 5 to 36th Street:** For the stretch of Lake Elmo Avenue north of 36th Street to Trunk Highway 5, County and City staff are recommending a section that includes a 11-foot southbound thru-lane and 6-foot shoulder on the west side, and a 10-foot left-turn lane and 12-foot right-turn lane on the east side. County and City staff are also recommending 7-foot sidewalks directly behind the curb on both sides of Lake Elmo Ave., as this stretch is part of the main downtown corridor. Multiple designs were presented and evaluated throughout the preliminary design process for Project Area A. In engaging residential property owners on the east side of Lake Elmo Ave., some residents have voiced their preference to not have sidewalks on the east side of the street. In evaluating this option, staff did complete designs that had no sidewalks on the east side. However, the removal of the sidewalks did not remove the potential risk of tree removal for some significant trees along the corridor. Should the Council choose to delay the installation of sidewalks on the east side of Project Area A, sidewalks could be installed at a future date when Washington County reconstructs Trunk highway 5 once they take ownership of the facility. However, it is difficult to predict when this will occur. In the judgment of staff, it is recommended that sidewalks be installed on both sides of Lake Elmo Ave., as it is the main commercial corridor for the downtown area and does experience a significant amount of traffic (projections over 9,000 vehicle trips per day out to 2030). Finally, it should be noted that Washington County will be installing traffic signals at the intersection of Lake Elmo Ave. and Trunk Highway 5 in late Spring/early Summer.
- **Project Area B – Lake Elmo Ave. from 36th St. to RR Tracks:** For the downtown stretch of Lake Elmo Avenue in between 36th Street and the Railroad Tracks, County and City staff are recommending a roadway design that includes two 11-foot thru lanes and two 10-foot parking lanes on both sides of Lake Elmo Avenue. The section also includes 12-foot sidewalks on both sides of the street, particularly in commercial areas. The intent of the design is to maximize the pedestrian area to improve the pedestrian environment of the downtown. 12-foot sidewalks will allow for enough space for required ADA sidewalk facilities, but at the same time allow for increased opportunities for streetscape landscaping and amenities, such as lighting, benches, trash receptacles, bollards, banners, and other treatments consistent with the Damon Farber Theming Study. With regards to parking, it should be noted that the design allowing for angled parking adjacent to the Lake Elmo Inn is not permitted under State Aid design. However, the proposed design does attempt to maximize on-street parallel parking opportunities by closing multiple driveways along Lake Elmo Ave. and properly striping designated parking spots. Staff is hopeful that the more formal designation of on-street parking spots will result in better utilization of parking downtown. Nevertheless, parking in the downtown area continues to be a concern. For this reason, the City may need to investigate certain parking restriction in front of certain uses, such as the post office, that lend themselves to quick trips (in and out). In addition, staff continues to recommend that the City investigate the possibility of additional municipal parking, either on the parks building site or some other sites downtown. Similar with any commercial business district, parking will continue to be an important component of success, at the City will need to be actively engaged on improving parking in order to support the success of the downtown district.

- **Project Area C – Lake Elmo Ave. from RR Tracks to 30th Street:** For the stretch of Lake Elmo Avenue south of the Railroad Tracks to 30th Street, County and City staff are recommending a design that includes two 11-foot drive lanes, a ten-foot parking lane on the west side, and a 6-foot shoulder on the east side. It should be noted that the proposed thru-lanes are narrower than the present design, a change that will hopefully reduce traffic speeds. In addition, the recommended design includes a 5-foot boulevard and 5-foot sidewalk on the east side of Lake Elmo Avenue. The boulevard will allow for increased snow storage and provide for a safer walking environment with a dedicated buffer in between the bust roadway and pedestrians. As the project team presented various alternatives for this portion of Lake Elmo Ave. to property owners, a desire for some parking was voiced by some. In addition, some property owners felt that pedestrian facilities on both sides of Lake Elmo Ave. was unnecessary. Finally, providing pedestrian facilities on only one side did reduce some impacts to mature trees along the corridor. Out of this engagement effort, the recommended design evolved. The recommended design strikes a careful balance by providing some pedestrian facilities, some parking facilities, and minimizing impacts to adjacent trees and properties to the best extent possible while not compromising the County and City's goals for the project.
- **Project Area D – 30th Street:** For the stretch of 30th Street east of Lake Elmo Ave., City staff is recommending a roadway design similar to what exists today, with two 14-foot thru lanes, except with the addition of a 5-foot boulevard and 5-foot sidewalk on the south side of 30th Street. These pedestrian facilities would be utilized to help accommodate pedestrian and bicycle traffic on 30th Street, which presently does not have any dedicated area outside of the travel lanes available for safer walking and biking. Per the City's Transportation Plan, 30th Street is a minor collector road, and projected traffic volumes are estimated to increase as the Village Planning Area develops. It should be noted that any improvements to 30th Street outside the area of the existing roadway will require land acquisition by the City, as there is no platted right-of-way on 30th Street. The City only has prescriptive easement rights along 30th Street. Should Municipal Consent advance with a design that includes pedestrian improvements outside of the existing roadway, Washington County will begin the process to acquire the necessary right-of-way and easements to construct the improvements. In the judgment of both City and County staff, the 30th Street corridor is presently not a safe environment long-term for pedestrians and bicyclists. As traffic volumes increase in the future, the concern over pedestrian and bicyclist safety would surely increase. It should be noted that this concern is one of the reasons informing the recommended design along 30th Street. The recommended design includes a 5-foot boulevard in between the roadway and the sidewalk. Not only can the boulevard be utilized for snow storage and aesthetic enhancements, but it also provide an additional safety buffer for pedestrians and bicyclists who choose to use the sidewalk. The alternative to this design would be a 7-foot sidewalk or trail directly behind the curb. The difference between the two designs would be 3 additional feet of encroachment to the south.

COMMUNITY ENGAGEMENT:

As part of the preliminary design process, the County and City have participated in a significant community engagement effort. Community engagement activities have included the following:

- 3 Public Open House meetings (3/13/14, 6/12/14 and 12/11/14)
- 1 Downtown Summit meeting (10/14/14)
- 2 Neighborhood Focus Group meetings (1/14/15 and 3/5/15)
- 30th Street Sidewalk Survey (10/15/14)
- A large number of comment cards, letters and individual emails
- Individual meetings with a large number of property owners
- Property owner notification of Municipal Consent action
- County and City project websites maintained throughout the preliminary design process

With regards to Phase II of the Downtown Street and Utility Project, the most recent engagement activity was the neighborhood focus group meeting on 3/5/15. This focus groups meeting focused on Phase II of the project, and alternative designs were presented to property owners along the corridor. Feedback and comment cards were received from the community at the focus group meetings. The comments are summarized in Attachment #6. In addition, staff has also attached the 30th Street Survey (Attachment #7) completed in the fall of 2014 for consideration by the City Council. In the judgment of staff, the survey has bearing on the recommended design for 30th Street.

Overall, County and City staff feel that a very effective engagement process has occurred for both Phase I and Phase II of the Downtown Street and Utility Project. A great deal of knowledge has been gained about drainage and other important existing conditions of the project area. In addition, a fair and open dialogue has occurred between property owners and the County and City. The relationships that have been established during the engagement process will be very important during construction should the County and City proceed with the project. Project staff intend to continue to provide up-to-date and accurate information about the construction process. In addition, staff will try and accommodate any special requests by property owners that relate to Final Design or construction.

CRITICAL PATH DECISIONS:

Based upon the recommended action, staff would like to highlight the following critical path decisions necessary for successful Municipal Consent:

- **Roadway Designs.** The City council must determine if the recommended designs for the project roadways should be advanced. The agenda packet includes the recommended designs put forth by Washington County and City of Lake Elmo staff. The recommended designs take into account State Aid design, traffic engineering best practices, project goals for both organizations (i.e. walkable downtown, providing alternative modes of

transport, etc.) and feedback provided by the community through a robust engagement effort. The intent of the recommended designs is to strike a balance between designing safe and effective roadways for all users while minimizing impacts to adjacent properties. Although the packet only includes the recommended designs for each project area, staff will have all of the alternative designs that have been evaluated as part of the preliminary design process available at the meeting. The City Council has the option to accept the recommended designs in their totality, or evaluate alternative designs for each project area.

- **Stormwater Management Improvements.** Along with the roadways, it is important to confirm that the stormwater management facilities proposed for the project are the correct improvement to pursue. In order to complete the street and utility improvements associated with Phase I and Phase II, stormwater improvements must be completed in the sub-watershed of where the improvements are located. For the improvements to Lake Elmo Ave., Washington County is proposing to install an underground storage and infiltration facility beneath the roadway. The facility should be effective in filtering and cleaning stormwater prior to it traveling to Lake Elmo. Washington County will be responsible for the maintenance of this improvement. In addition to this facility, Washington County has been working with some property owners to investigate further stormwater enhancements to protect Lake Elmo. The County will continue to explore options as the project proceeds into Final Design. With regards to the 30th Street improvements, the City is proposing a stormwater infiltration basin in the southwest corner of Reid Park. It should be noted that some concerns were voiced by nearby property owners regarding the location and impacts of the proposed facility. In terms of impacts, the County and City have surveyed the proposed location to determine the size and types of trees in the area. As a result, the location and design of the basin has been modified to reduce impact to nearby significant and valued trees. It should be noted that a screen of significant trees along 30th Street will be maintained. Also, it was found that the majority of the vegetation and trees in the area proposed for the pond are buckthorn and other less-valued brush and material. Finally, a concern was raised about the facility generating additional mosquitos. The facility is being designed as an infiltration basin. While it is likely that there will be some standing water within the facility periodically, the facility should be able to infiltrate the water as long as it is maintained properly. Similar to roadway design, the intent of the stormwater design is to strike a balance between a cost-effective and feasible facilities, while trying to address concerns of nearby residents as well.

It should also be noted that staff previously thought that the decision to bury overhead private utilities would need to be made along with the Municipal Consent action. At the recent Council workshop on 4/14/15, staff indicated that a decision would need to be made as part of the consent process. However, after further discussion with Washington County, the decision to bury overhead utilities does not need to be tied to the Municipal Consent process, and there is still time available to delay a decision to wait for updated cost considerations. This delay could provide the City more time to research additional funding opportunities. At this time, it is staff's recommendation that a decision on overhead utilities not be made until the full picture of project costs are available. As noted previously, decisions on the estimated cost-share will be further

flushed out with the Cooperative Agreement with Washington County, which should be completed in May.

PROCESS/TIMING

From a process and timing standpoint, staff wanted to discuss the importance of moving forward with a project in 2016. From staff's perspective, there is a number of critical reasons why it is important to proceed with Phase II of the project in 2016.

- 1) First and foremost, Washington County has offered to lead and finance the total project if the project is able to remain on schedule. The County moved the overall project up to 2015 in their capital improvement plan. They have expended a significant amount of resources on staff and consultants to move the project forward as planned. They have been a dedicated and truly collaborative partner in planning and designing these improvements for Downtown Lake Elmo. Should the project be delayed, the County cannot guarantee that the same level of financial commitment can be provided in the coming years, as other projects in other communities are planned.
- 2) The City and County have led a robust and lengthy community engagement process for the proposed public improvements. When proceeding through an extensive and lengthy engagement process, it is important to move the project forward to take advantage of the engagement process completed. Delay in the proposed project will result in additional resources being expended on planning and engagement efforts and significant rework efforts on the part of the City.
- 3) The City has communicated to individual property owners that sanitary sewer will be installed in 2015 and 2016 as part of the overall Downtown Street and Utility Project. The timing of these improvement is critical for some property owners who are currently on non-compliant or failing septic systems. In addition, having certainty in the timing of the improvements is important for property owners to plan their own private connections and service lines. Finally, it should be noted that numerous lateral sewer extensions to other surrounding neighborhoods in the Village are dependent upon the trunk sewer being installed as part of Phase I and Phase II of the project. Delay in the Phase I or Phase II project will likely have a domino effect of delaying future lateral sewer extensions.

These time-sensitive factors are offered to the City Council for consideration. It should be noted that detailed planning for this project is entering its 15th month and has included large coordination between the City, Washington County, Valley Branch Watershed District, and many private landowners. Should the City Council approve municipal consent for Phase II of the Downtown Street and Utility Project, a formal cooperative agreement between the City and the County will need to be completed in May, finalizing the estimated cost-share related to final design and construction.

RECOMMENDATION:

Washington County and Staff recommend that the City Council approve Municipal Consent for Phase II of the Downtown Street and Utility Project through the following motion:

“Move to adopt Resolution No. 2015-27, approving Municipal Consent for Phase II of the Downtown Street and Utility Project.”

ATTACHMENTS:

1. Resolution No. 2015-27
2. Project Map
3. Project Areas Map
4. Project Schedule
5. Phase II (2016) Preliminary Design Exhibits – Recommended Designs
6. Neighborhood Meeting Summaries (3/5/15 Focus Group Meeting)
7. 30th Street Survey

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

RESOLUTION NO. 2015 – 27

**A RESOLUTION APPROVING MUNICIPAL CONSENT FOR PHASE II OF THE DOWNTOWN
STREET AND UTILITY PROJECT**

WHEREAS, a County Recommended CSAH 17 (Lake Elmo Avenue) Phase 2 Project, dated April 16, 2015, showing a proposed typical section for Lake Elmo Avenue as well as regional drainage pond improvements within the limits of the City of Lake Elmo as a State Aid Project has been prepared and presented to the City; and

WHEREAS, the City, in coordination with Washington County and Valley Branch Watershed District, has engaged in a preliminary design process that started in January of 2014; and

WHEREAS, the City and County have engaged in a significant community engagement process as part of the preliminary design effort intended to gather and consider public feedback for the proposed project; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Lake Elmo that said County Recommended CSAH 17 (Lake Elmo Avenue) Phase 2 Project be in all things approved; and

NOW, THEREFORE, BE IT FURTHER RESOLVED by the City Council of the City of Lake Elmo that the City of Lake Elmo supports the County continuing with the development of final plans necessary for the construction of the project.

This Resolution shall become effective immediately upon its passage and without publication.

ADOPTED THIS TWENTY-FIRST DAY OF APRIL, 2015

Mike Pearson, Mayor

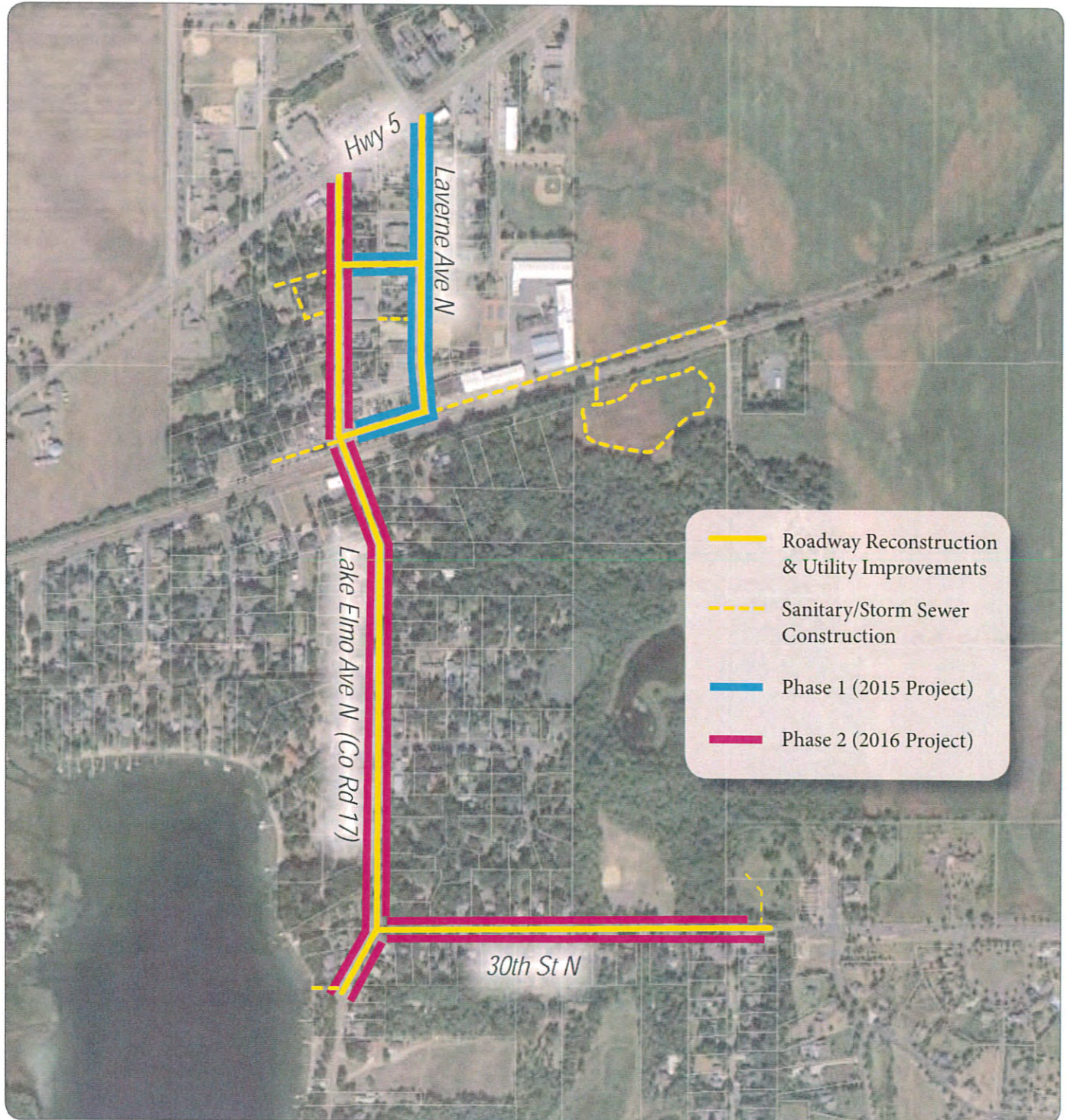
Attest:

Adam Bell, City Clerk

LAKE ELMO AVENUE (CSAH 17)

Corridor Management and Safety Improvement Project

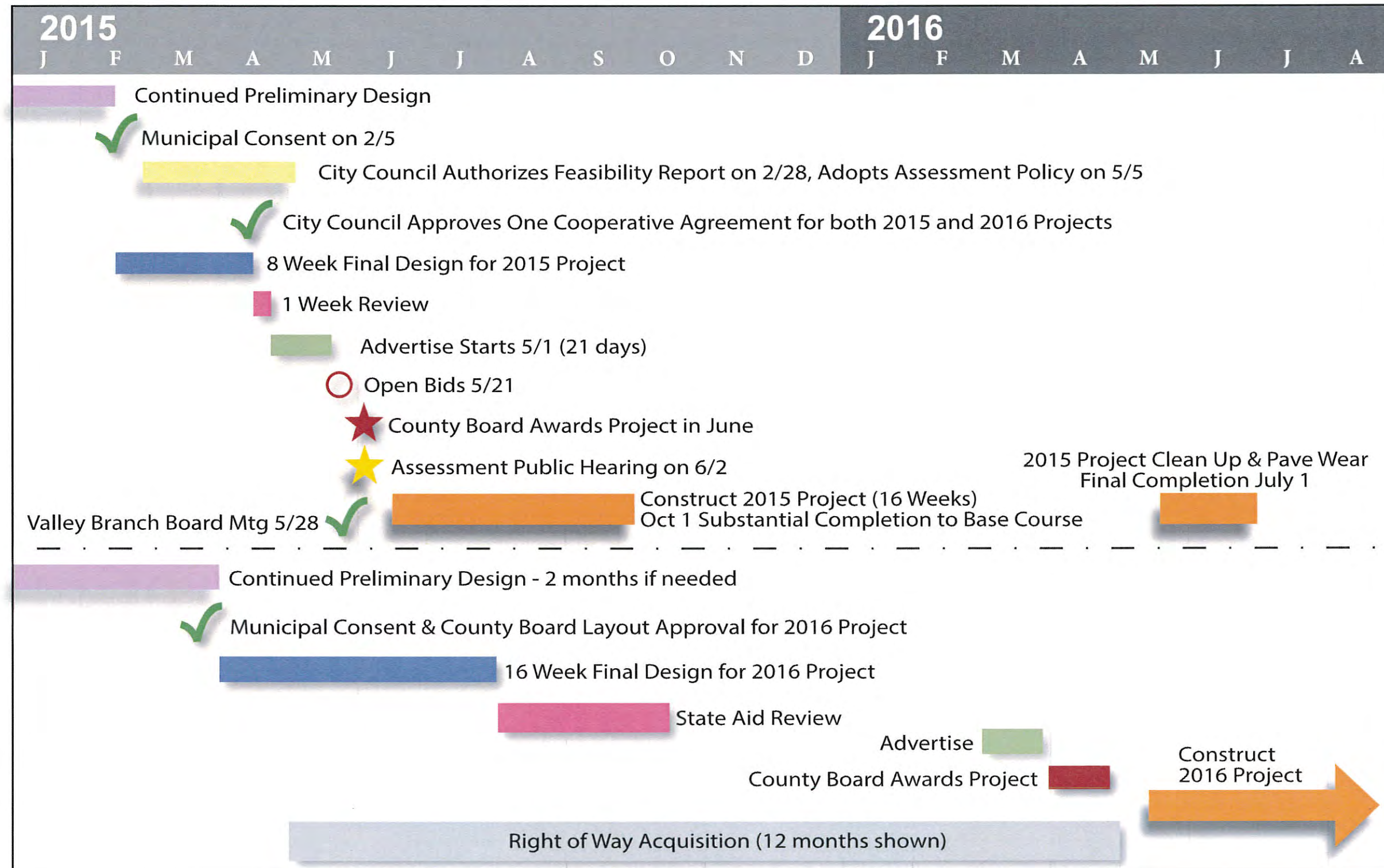
Project Location & Phasing Map



LAKE ELMO AVENUE (CSAH 17)

Corridor Management and Safety Improvement Project

Project Schedule & Key Milestones



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Plan View 3 - 5
4/16/2015 3:28:21 PM

LEGEND

PROPERTY LINE

RIGHT OF WAY IN PLACE

CONSTRUCTION LIMIT

PROPOSED STORM SEWER

PROPOSED SANITARY SEWER

PROPOSED WATERMAIN

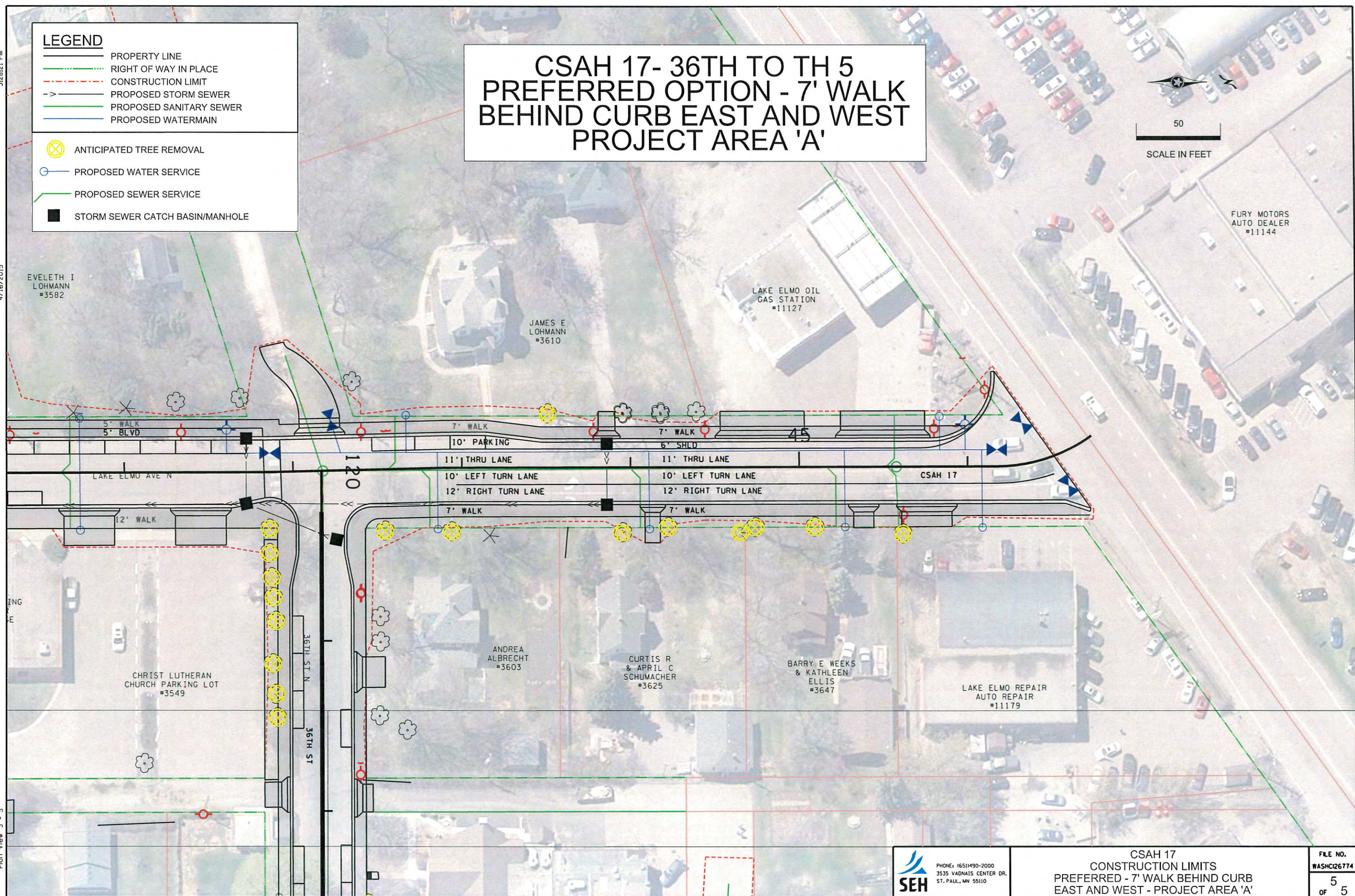
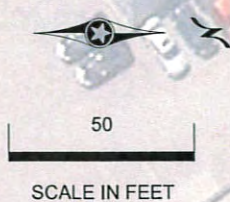
ANTICIPATED TREE REMOVAL

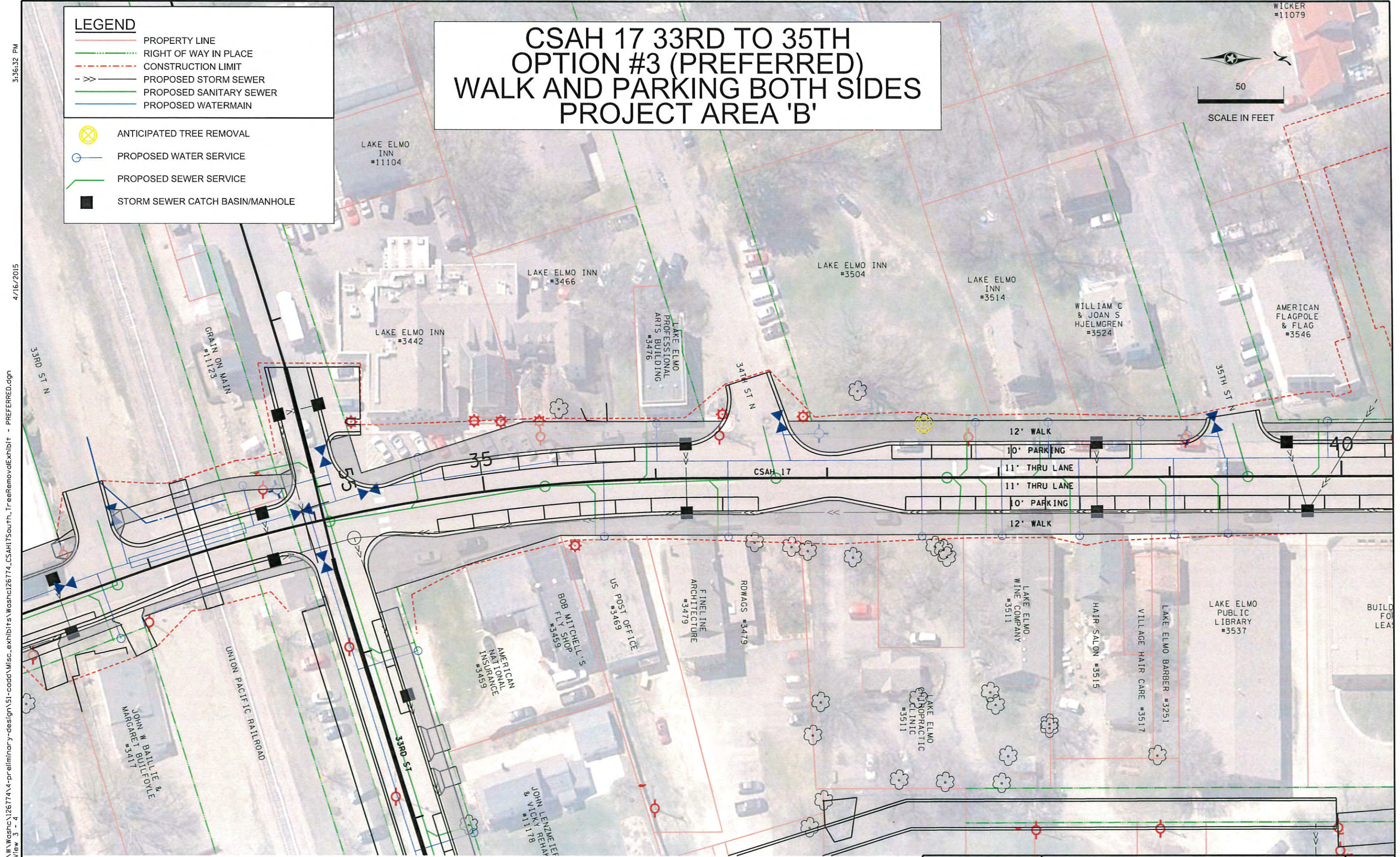
PROPOSED WATER SERVICE

PROPOSED SEWER SERVICE

STORM SEWER CATCH BASIN/MANHOLE

CSAH 17- 36TH TO TH 5
PREFERRED OPTION - 7' WALK
BEHIND CURB EAST AND WEST
PROJECT AREA 'A'





- LEGEND**
- PROPERTY LINE
 - RIGHT OF WAY IN PLACE
 - CONSTRUCTION LIMIT
 - PROPOSED STORM SEWER
 - PROPOSED SANITARY SEWER
 - PROPOSED WATERMAIN
 - ANTICIPATED TREE REMOVAL
 - PROPOSED WATER SERVICE
 - PROPOSED SEWER SERVICE
 - STORM SEWER CATCH BASIN/MANHOLE

CSAH 17 33RD TO 35TH
OPTION #3 (PREFERRED)
WALK AND PARKING BOTH SIDES
PROJECT AREA 'B'

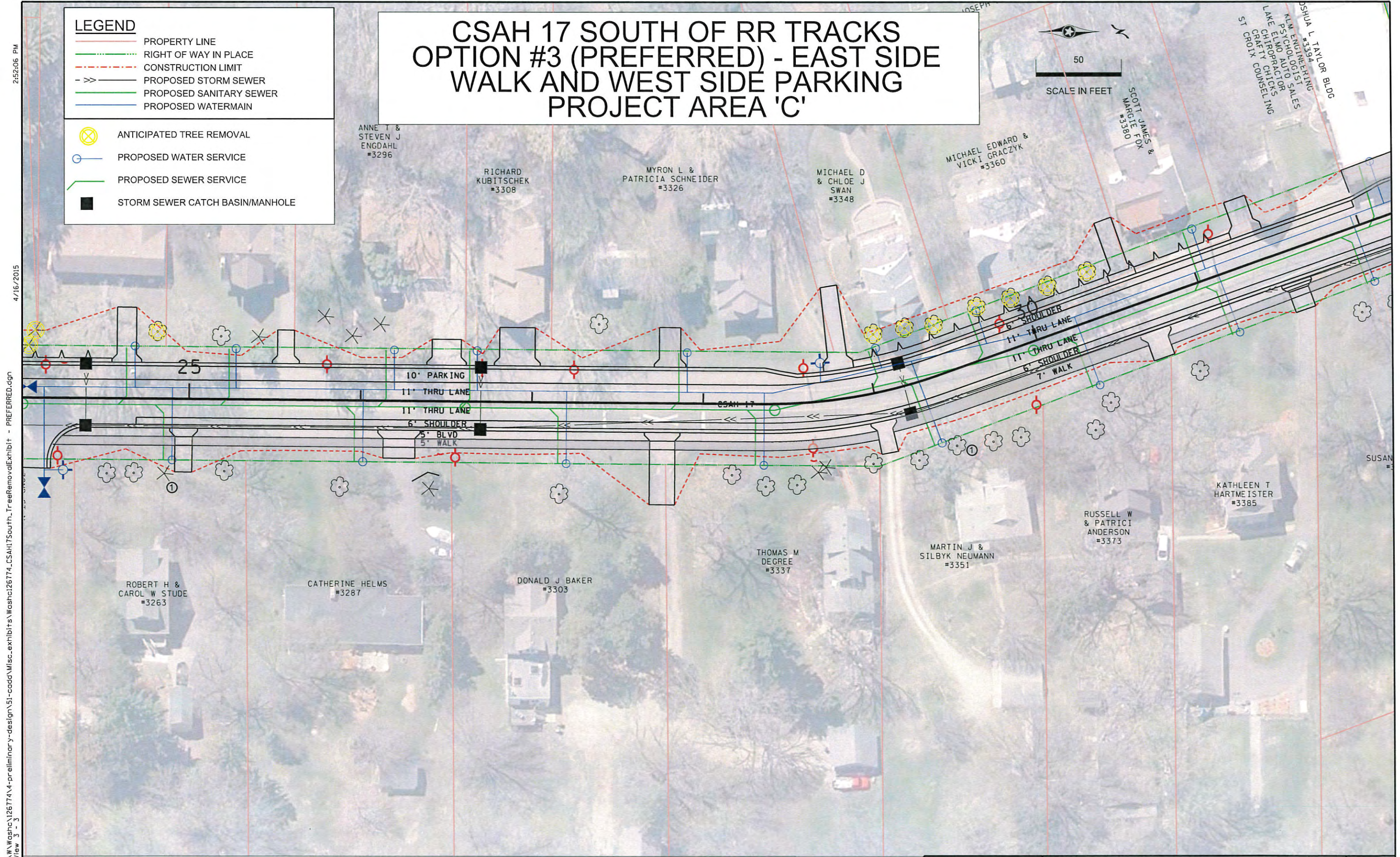
50
SCALE IN FEET

① TREE SAVED FROM OPTION 1

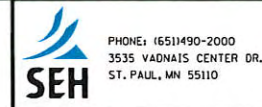
SEH
PHONE: (651)490-2000
3535 VADNAIS CENTER DR.
ST. PAUL, MN 55110

LAKE ELMO, OLD VILLAGE 2016 CONSTRUCTION
OPTION #3 (PREFERRED) - WALK AND
PARKING BOTH SIDES - PROJECT AREA 'B'
CSAH 17

FILE NO.
WASHC126774
4
OF 5



① TREE SAVED FROM OPTION 1



SCALE IN FEET

WARREN ROBERT
SCHMIDT
#3240

32ND ST N

CONSTANCE K SMITH
#3200

CAROLYN M
SMITH HORTTOR

THEODORE M &
ELLEN KOHN
#3160

SUSAN L PROKOSCH
#11240

JAMES G BEERS
& EDNA T
BEERS TRS
#3235

TRENTON J
& AMANDA L
HAWTHORNE
#3217

RICHARD J
SACHS JR
#3203

ROGER A
SCHRADE
#11200

RICHARD J
& DEBORAH J
SACHS
#11212

SARA A
TERRELL
#11230

LUC M DUPIUS
& ROCHELLE M
MCCUNE
#3151

ROCHELLE M
MCCUNE
#3131

NANCY E
GEVING
#3124

ROCHELLE M
MCCUNE &
LUC DUPUIS
#3109

① TREE SAVED FROM OPTION 1

LAKE ELMO, OLD VILLAGE 2016 CONSTRUCTION
OPTION #3 (PREFERRED) - EAST SIDE WALK AND
WEST SIDE PARKING - PROJECT AREA 'C'
CSAH 17

FILE NO. WASHCI26774
2 OF 5













PHONE: (651)490-2000
3535 VADNAIS CENTER DR.
ST. PAUL, MN 55110

2:51:13 PM

FREDERICK
ROL BANI
#3100

LEGEND

	PROPERTY LINE
	RIGHT OF WAY IN PLACE
	CONSTRUCTION LIMIT
	PROPOSED STORM SEWER
	PROPOSED SANITARY SEWER
	PROPOSED WATERMAIN

	ANTICIPATED TREE REMOVAL
	PROPOSED WATER SERVICE
	PROPOSED SEWER SERVICE
	STORM SEWER CATCH BASIN/MANHOLE

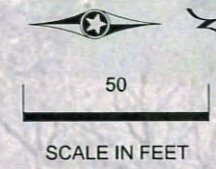
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Plan View 3 - 2
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4/16/2015

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Plan View 3 - 2

CSAH 17 SOUTH OF RR TRACKS OPTION #3 (PREFERRED) - EAST SIDE WALK AND WEST SIDE PARKING PROJECT AREA 'C'



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Plan View 3 - 1

LEGEND

- PROPERTY LINE
- RIGHT OF WAY IN PLACE
- CONSTRUCTION LIMIT
- PROPOSED STORM SEWER
- PROPOSED SANITARY SEWER
- PROPOSED WATERMAIN
- ⊗ ANTICIPATED TREE REMOVAL
- PROPOSED WATER SERVICE
- PROPOSED SEWER SERVICE
- STORM SEWER CATCH BASIN/MANHOLE

MARLON O
GUNDERSON
#2986

BONNIE J
BUTENHOFF
#2976

GARY M
JOLLYMORE
#2989

JULIA M
ASHLEY
#11205

TODD R &
MARJORIE F
WILLIAMS
#3025

TODD R &
MARJORIE F
WILLIAMS
#3025

BRUCE C
SCHMIDT
#3063

WESLEY S MCCUNE
#3095

① TREE SAVED FROM OPTION 1



LAKE ELMO, OLD VILLAGE 2016 CONSTRUCTION
OPTION #3 (PREFERRED) - EAST SIDE WALK AND
WEST SIDE PARKING - PROJECT AREA 'C'
CSAH 17

FILE NO.
WASHC126774
1
OF 5

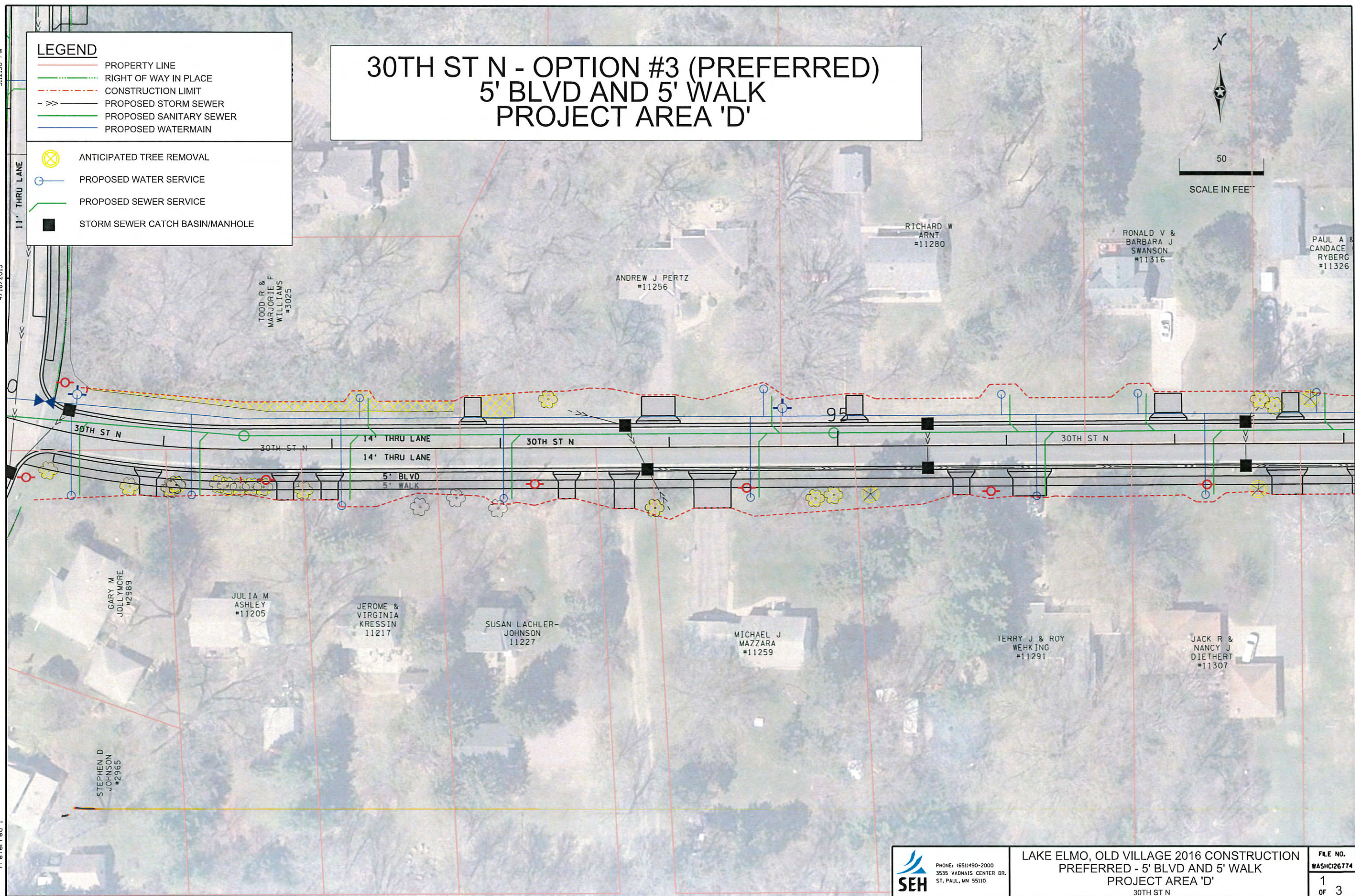
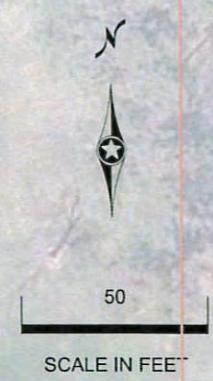
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LEGEND

- PROPERTY LINE
- RIGHT OF WAY IN PLACE
- CONSTRUCTION LIMIT
- PROPOSED STORM SEWER
- PROPOSED SANITARY SEWER
- PROPOSED WATERMAIN

- ANTICIPATED TREE REMOVAL
- PROPOSED WATER SERVICE
- PROPOSED SEWER SERVICE
- STORM SEWER CATCH BASIN/MANHOLE

30TH ST N - OPTION #3 (PREFERRED)
5' BLVD AND 5' WALK
PROJECT AREA 'D'



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Preferred 2
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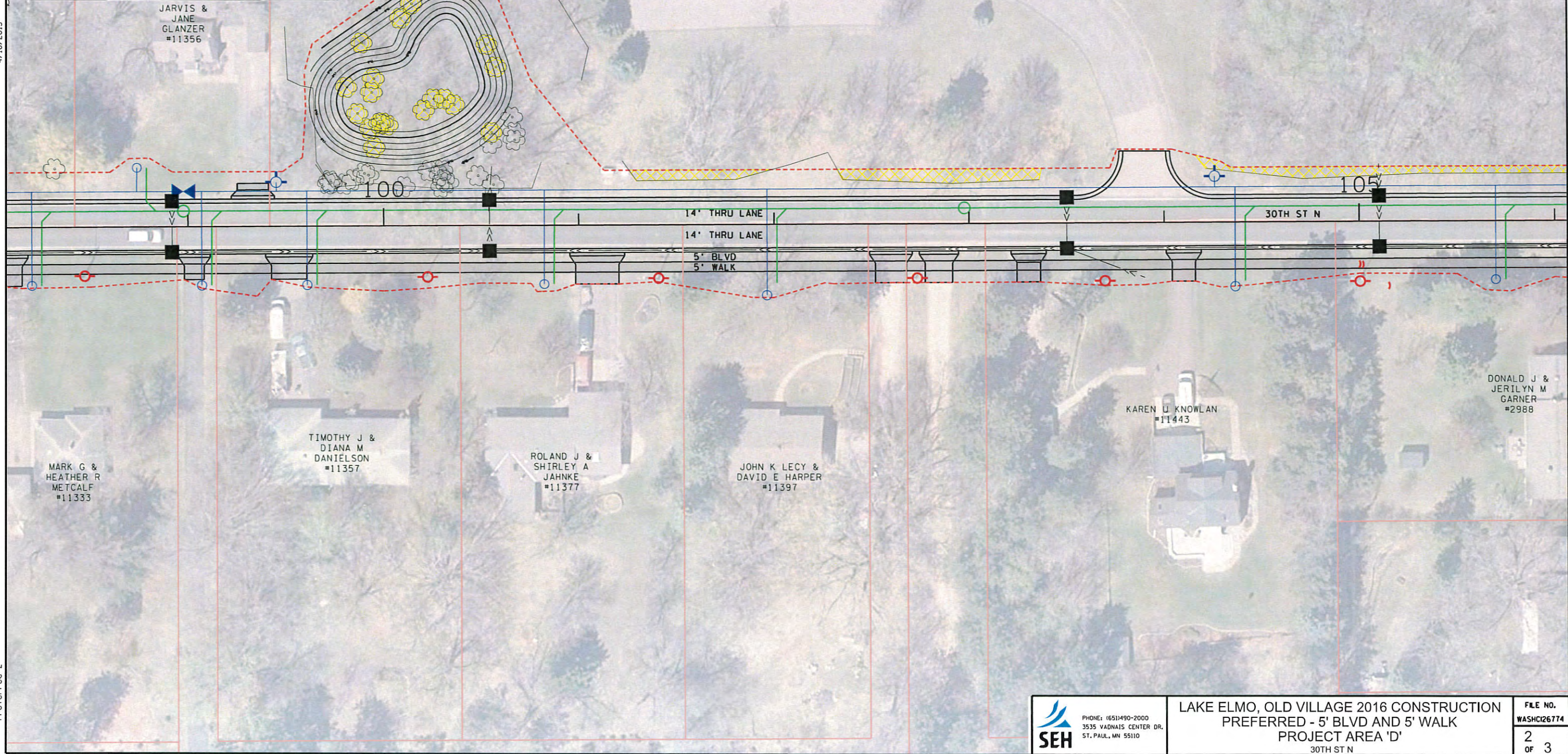
LEGEND

- PROPERTY LINE
- RIGHT OF WAY IN PLACE
- CONSTRUCTION LIMIT
- PROPOSED STORM SEWER
- PROPOSED SANITARY SEWER
- PROPOSED WATERMAIN

- ANTICIPATED TREE REMOVAL
- PROPOSED WATER SERVICE
- PROPOSED SEWER SERVICE
- STORM SEWER CATCH BASIN/MANHOLE

30TH ST N - OPTION #3 (PREFERRED)
5' BLVD AND 5' WALK
PROJECT AREA 'D'

50
SCALE IN FEET



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4/16/2015

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Preferred 3

LEGEND

- PROPERTY LINE
- RIGHT OF WAY IN PLACE
- CONSTRUCTION LIMIT
- PROPOSED STORM SEWER
- PROPOSED SANITARY SEWER
- PROPOSED WATERMAIN

- ANTICIPATED TREE REMOVAL
- PROPOSED WATER SERVICE
- PROPOSED SEWER SERVICE
- STORM SEWER CATCH BASIN/MANHOLE

30TH ST N - OPTION #3 (PREFERRED) 5' BLVD AND 5' WALK PROJECT AREA 'D'

N

50

SCALE IN FEET

KEVIN T &
AMY B
DICKENSON
#11520

ELMO VIEW
TOWNHOUSE
ASSOCIATION

30TH ST N

14' THRU LANE

14' THRU LANE

5' BLVD
5' WALK

30TH ST N

SUSAN D CORCORAN
#2955

NORTHERN
NATURAL
GAS
CO

HERITAGE FARMS
HOMEOWNER
ASSOCIATION

HERITAGE FARMS
HOMEOWNER
ASSOCIATION

LEGION AVE N

LISBON AVE N



PHONE: (651)490-2000
3535 VADNAIS CENTER DR.
ST. PAUL, MN 55110

LAKE ELMO, OLD VILLAGE 2016 CONSTRUCTION
PREFERRED - 5' BLVD AND 5' WALK
PROJECT AREA 'D'

30TH ST N

FILE NO.
WASHC126774

3
OF 3

Lake Elmo Avenue Corridor & Utility Improvements

March 5th Neighborhood Focus Groups

Meeting Summary

Updated April 13, 2015

Meeting Description

The neighborhood focus groups were held on 3/5/15 at Christ Lutheran Church. Three groups met for 60 minutes each starting at 5:00 pm, 6:15 pm, and 7:30 pm. A total of 91 invitations were sent out to properties along Lake Elmo Ave N and 30th St N, the Mayor, and a representative of Legion Ave. Each focus group session began with a brief introductory presentation and then either broke out into one-on-one sessions or had a group Q&A. Presentation materials were assembled into packets for each property owner that included layout alternatives and cross sections. Comments Cards and FAQ sheets on Right-of-Way and Compensation, Tree Impacts, and Pedestrian Facilities were also included in each packet. Packets remaining at the end of the meeting were mailed to the property owners.

Attendance

~ 50 People were present at the 3/5/15 Neighborhood Focus Groups:

- 39 Property Owners signed in
- 7 Staff were present
- 3 Councilmembers, the Mayor, the County Engineer, and the County Commissioner attended

Comments & Community Feedback

All of the recorded comments and feedback include:

- Written comments submitted at meeting (7)
- Emailed comments (6)
- Staff notes on community feedback (1)

The common themes we heard from the community feedback are below:

- Mix of support and critique for pedestrian improvements
- Questions or concerns about the cost of assessments
- Specific property details for utility placements

Comment Cards Received (Verbatim)

A total of (6) written comments were submitted at the Neighborhood Focus Groups.

- **Comment Card 1:** (Dale Quast)
What is the financial responsibility for the County, also City responsibility and business or resident obligation?
There is a limited amount of landscaping available.
You have to address the parking problem especially in December when the Elmo Inn has their Xmas parties. Do not get me wrong, I think it's great John has such a great business, and I don't think it's all his problem to create more parking. But it's still a problem!

- **Comment Card 2** (Don and Lynn Gerner)
We strongly oppose sidewalks. We don't like a sidewalk going across our back yard.
- **Comment Card 3** (Kit Kubitschek)
If we are going to do new street down Lake Elmo Ave, now would be the time to construct necessary requirements needed for Quiet Zone with the trains. It will only increase taxpayer cost to do this post project.
- **Comment Card 4** (Andrew Pertz)
I am in favor of putting a pedestrian path on 30th. It will be needed for future growth.
- **Comment Card 5** (April Schumacher)
Lake Elmo has always been special because of the old "vintage" feel. The mature trees have a direct effect on this little downtown. When we first moved to our house in '91 the downtown had many wonderful businesses. Over the last 20 years I have watched the city council chase almost all of them away. Making the downtown pretty won't keep businesses. I believe the sidewalk was not well thought out. And I have a feeling that no matter what the homeowner want the city will do as it pleases.
- **Comment Card 6** (Karen Knowlan)
If we have a sidewalk, I would prefer bituminous. I would want to be paid for my property and would like the city to do snow removal.
- **Comment Card 7** (Beth Ashley)
I previously opposed sidewalk due to removal of my trees, however, it appears they will be removed either way. I would like to see option 3. I would also like to recommend poop bag stations as I do not want the sidewalk full of dog poop. Also, I really think the Council needs to realize that snow removal will be difficult for the elderly citizens on 30th, not to mention unsafe. Snow removal on sidewalks should not be expected, I think if owner responsibility is removed from plan, more of 30th would be on board.

Emailed Comments

A total of (6) email comments were submitted.

- **Email Comment 6** – Received 3/23/15 (Shelly McCune & Pete Dupuis)
Hi – we are out of town and have not been able to attend the meetings for the LE Ave right-of-way. Thank you for mailing the information. It appears that there are options on the table to have no parking on Lake Elmo Ave N. We would like to voice our concerns for this. We just don't know why there we even be a consideration of this sort. The no parking from 2am-6am is bad enough but to have zero parking would be an extreme hardship for those living on LE Ave.
Please Please Please – DO NOT consider this option.
Our opinion is to develop the most cost effective option with parking along one side or another.
Thank you for considering our input.
- **Email Comment 5** – Received 3/16/15 (Roy, Lynn, and Terry Wehking)
On 30th St N
These are our concerns:
- Where do we park? We have 3 people going to work each day and can barely get out now.
- Security. If we have people walking close to the house, that is a problem. Very few people walk on this road, but we have concerns.

- A wider road means cars traveling faster. We could understand more if some slight curves were put in the road. The worst offender is Stillwater School District buses. I have brought this up before. Green Lake Elmo dump truck is next in line of speeders.
- What was the point of the photos of the street? We don't see and *relevante* to anything.
- Also we don't see that the city has a legal right-of-way. Last time this road was expanded we lost 7 trees and for what?
- We heard from the neighbors, there were a lot of nonsense ideas about accidents and parking. So much words about a nonexistent problem.
- We have 2 septic systems. We have a concern about the costs.
- Lastly, seems strange this is all being done by those who don't live on this street and have too much time on their minds to even think of such foolishness. We have previously expressed our thoughts but to no avail. It's nice we are being told about it, but it's nothing more than a few people telling us what they will do. We have no word. A small town? No, a small town who tells us how it will be. Very sad. The young and inexperienced determine the fate of the tried and true.

I'll give you a call.

- **Email Comment 4** – Received 3/9/15 (Jerry Kromschroeder from Village Hair Care)

The final design from Lake Elmo Ave from Hwy 5 south to the Railroad tracks should include the following:

- 1) Designated handicapped parking from 36th Street South to the RR tracks
- 2) Curb cut-outs for wheelchair access from street to sidewalk: one between library and Village Hair Care, one around 3511 and one at the Post Office. The curb cut-out should be as shown: (sketch showing a curb cut located adjacent to a mid-block handicapped stall)
- 3) Trees, landscaping etc. NOT required on sidewalks. Trees = obstacle from car to business. Trees = difficult to plow snow off sidewalks. This area of town is not a place where people congregate. It is a place where they park their car, do their business, and then leave. They do not shop, no places to shop. What the benches will do is provide neighborhood kids a place to hang out, skate board, etc. and obstruct access to business. If the need for fancy sidewalks and boulevards is thought to be for the people to park on the street and the wander around town for an extended period and hang out on a bench to watch traffic drive by it is a bad plan. The few parking spaces are needed for the business patrons, which park, get the services they need for the businesses and then leave. 1 hour max parked time is usually long enough to stay. I have seen many different types of businesses come and go over the 35 years we have owned on Main Street. 80% have failed. None would have a better chance of success if Lake Elmo Avenue was over done with landscaping, trees etc. on the sidewalks.
- 4) If the "quaint" Old Village look is to be retained, the existing structures must be retained. The total construction, water, sewer, underground electric and new road costs (assessments) will most probably put many of the existing businesses out of business. You will see more "for sale" or "for rent" signs around Main Street. \$15,000 to \$25,000 in assessments for our building 3517 LEA (around \$90,000 assessed value) is not sustainable. We cannot stay in business. NO value added to the value of our building.
- 5) Stillwater and Woodbury will Always be the destination for locals to go to shop.

- **Email Comment 3** –Received 3/12/15 (Don Baker, DBA ARCHITECTS)

Hello Frank,

My preference in order for the CASH 17 Typical Sections are:

1. Option 1
2. Option 3
3. Option 4
4. Option 2

With regards to hookups for sewer and water:

Water: The location shown for the water service DOES WORK. The water presently comes in about where shown. My water meter is on the north side of my house in the northwest corner of the basement.

Sewer: The location shown for the sewer service DOES NOT WORK. The sewer presently comes out of my basement on the south side of the house about two thirds of the way back from the front.

- **Email Comment 2**—Received 3/11/15 (John Whitcomb, AginCourt, LLC)
 - 1) The water and sewer connection for this property should come out on the Lake Elmo Ave side of the building—not upper 33rd.
 - 2) I would like to have a surmountable curb on my south line to allow head in parking like we have now vs. parallel we lose 4-5 spots with the proposed arrangement.
 - 3) We have a huge amount of sidewalk in front of my building. Once complete, who is responsible for all of this sidewalk maintenance? 25' of sidewalk seems excessive.
 - 4) **Email Comment 3**—Received 3/11/15 (John Whitcomb, AginCourt, LLC)
- **Email Comment 1**—Received 2/27/15 (Todd & Marjorie Williams)

We will not be able to attend the “Neighborhood Focus Group Meeting” on Mar 5, 2015. Therefore, on Feb. 25, 2015 we spent time with Mr. Ticknor to go over the various options to be presented at that Mar 5 meeting. Below are our thoughts about this project as of the current time.

First, we do not feel that any design of the road (Lake Elmo Ave from the railroad tracks to 30th St.) is necessary. In the 42 years we have lived at our current address, we have not been aware of any traffic problems caused by the current design. In fact, we have driven, walked and biked along this road for many years and feel quite comfortable doing so. The shoulder is wide enough on both sides that we feel comfortable walking with our 2 and 3 year old grandsons.

Second, if in the infinite wisdom of the City and County, the road must be redesigned, we favor a modification of Option #3, which calls for a sidewalk on the east side and parking lane on the west side. The modification we favor uses a minimum width sidewalk (which we understand to be no more than 7 feet) and no boulevard. We have had very little success maintaining decent grass in the present boulevard, which is 8-12 feet wide, primarily because of salt from the road. We predict there would be even less success with a narrower boulevard. Thus, no boulevard should be installed. Note that this modified option will give a total paved width of 45 feet, whereas the current paved width is 44 feet. Thus, this option results in the smallest increase in paved surface of all the options. There is no need for a dedicated bike trail, because it will not connect to any other dedicated trail, and anyone biking through will use the regular road anyway. Families with small children on bikes can use the sidewalk or parking lane.

We do not agree that a boulevard will provide for snow storage and allow the sidewalk to be cleared of snow in the winter. The snowplows currently throw snow well beyond an imaginary 5 foot boulevard. Also, it is not realistic to expect homeowners along this road to shovel and keep clear any sidewalk. It simply will not happen. Remember, the lots are significantly wider than typical “urban” lots, and the houses are set back further, diminishing the need to connect house and sidewalk. If people want to walk or bike along there in the winter, they can do so in the shoulder or parking lane, which is where they do it now.

Third, we strongly feel that redesign of 30th St from Lake Elmo Ave to Lisbon Ave should be done. In contrast to traversing Lake Elmo Ave, we do NOT feel safe walking on 30th St with or without our grandsons. There is not enough room. Therefore, we agree that a sidewalk should be provided. For similar reasons as expressed above, we favor a 7 foot sidewalk with no boulevard as the least disruptive option.

In summary, we favor no redesign of Lake Elmo Ave from the railroad tracks to 30th St. If the City and County decide that redesign is needed, then Option #3 with no boulevard and a seven foot sidewalk is the preferred

option. Finally, while not specifically a subject for the Mar 5 meeting, 30th St does need a new design, with a seven foot sidewalk and no boulevard being preferred.

Sincerely,
Todd and Marjorie Williams

Staff Notes

The following section includes staff notes recapping the discussions and comments heard from the community.

- **Nick Johnson Notes**

Kevin Peterson and I just completed a productive meeting with Pastor Julie Rogness and Board President Scott Glewwe of Christ Lutheran Church. I wanted to send out a meeting recap while all of the details and points of emphasis are fresh in my head. During the meeting, there was discussion on the following:

1. **Sidewalk Design.** The Church confirmed that they prefer the sidewalk to be directly behind the curb on both the east and south sides of the church property. They also did not have any concern about a boulevard on the south side of 36th Street. They did want to make sure that their parking lot be restored as close to its current configuration as possible.
2. **Trunk Sewer Stub Along North Property Line.** We discussed the proposed sewer stub that may be necessary along the northern portion of the church property to serve the residential parcels on Lake Elmo Avenue. Kevin and I shared that this service stub is likely not necessary, as these properties can be served from Lake Elmo Avenue. They were pleased with the possibility that the service does not need to run through their parking lot. I told them that we would keep them up-to-date as possible on this aspect of the design.
3. **Sewer Service Stubs.** Pastor Julie identified the general locations of the present sewer service lines that serve the church. Kevin notified them that Jeff Thene would likely contact them to complete a site visit to coordinate utility hookups.
4. **Accessibility During Construction.** Pastor Julie noted that the summer is a good time of construction for the church, as there are less activities. However, she emphasized that Sundays and Wednesday evening are busier times for the church, attracting more traffic. Wednesday evening are not as critical during the summer, but are important in the fall. We told them that this type of information is valuable for the contractor in trying to accommodate property owners as best as possible. Pastor Julie noted that there is a large wedding planned on October 3rd as well. For other unexpected events (i.e. funerals), Julie will coordinate these types of activities with the construction manager once selected.
5. **Alley Improvements.** The Church again inquired about the possibility of improvements to the alley south of 36th Street. The alley serves two residential properties and the church-owned commercial site and parking lot before connecting to the City library. The alley is presently in bad shape. I will inquire with the Administrator and Council if improving the alley should be considered as part of this project. Although I know there is a definite sensitivity to adding cost at this time. I would assume the alley improvements could be completed in 2015 or 2016 if the Council chose to include them in the project.
6. **Church Signage.** The latest construction limits for the project would impact the Church's monument sign at the northeast corner of 36th Street and Lake Elmo Avenue. The church wanted to know if we would move the sign as part of construction and restore it. Or would they be compensated through the temporary easement process. This is a question most likely for Mindy. The Church also asked me about additional allowances for signage on their parking lot property and other sites. I will follow up with them on the City's sign ordinance and what is allowed.

Overall, it was a positive and productive meeting. Pastor Julie is great to work with. Let Kevin or I know if there are any questions.

Thanks,

Nick M. Johnson | City Planner



2014 Resident Survey:

30th Street Sidewalk

Date: 10/15/14



Results

The City conducted a survey to gain insight into public opinion regarding a sidewalk being installed on the south side of 30th Street near Lake Elmo Ave. The survey asked two questions and provided a section for residents to write comments or concerns. In total, 57 residents responded with the majority in favor of the sidewalk. The results of the survey are as follows:

Question 1: Would you be in favor of the City installing a sidewalk on the south side of 30th Street?

Results:

67% (38 of 57) answered "Yes"
28% (16 of 57) answered "No"
6% (3 of 57) answered "Undecided"

Question 2: Would you be willing to sell/provide a minimal amount (approx. 10-15 feet) of additional right-of-way on the south side of 30th Street for the City to complete the improvements?

Results:

21% (12 of 57) answered "Yes"
17.5% (10 of 57) answered "No"
60% (34 of 57) answered "Not Applicable"
1.5% (1 of 57) answered "Undecided"

Of the property owners directly affected by the installation of the proposed sidewalk, the results are as follows:

Question 1: Would you be in favor of the City installing a sidewalk on the south side of 30th Street?

Results:

30% (3 of 10) answered "Yes"
60% (6 of 10) answered "No"
10% (1 of 10) answered "Undecided"

Question 2: Would you be willing to sell/provide a minimal amount (approx. 10-15 feet) of additional right-of-way on the south side of 30th Street for the City to complete the improvements?

Results:

40% (4 of 10) answered "Yes"
60% (6 of 10) answered "No"

Comments

The survey provided space for residents to write their comments and concerns and a wide range of comments were received. 70% were in support of the sidewalk (28 of 39) with 30% (12 of 27) stating that 30th Street is currently unsafe for pedestrians and the sidewalk is a necessity. The comments were categorized and the results are as follows:

Comment Category	Number of Comments	
In Favor:		
General	2	
Safety Increases with Sidewalk	12	
Connection to Village Area	3	
Promote Pedestrian Activity	1	
Develop Healthy Communities	1	
Support with Contingency:		
• Replace Trees	3	
• Include Crosswalk to Reid Park	1	
• Use the North Side of 30th	2	
• Sidewalk on South Side Only	1	
• Use HOA Land	1	
• Put Sidewalk Through Reid Park	1	
Opposed:		
Property Value Concerns	2	
Snow Removal Maintenance	6	
Cost of Project Too High	1	
General:		
• Expand Shoulder Instead	2	
• Neighbor is Opposed	1	
Total	39	

A wide range of comments were received, but the issues of safety, connection, property value and snow removal maintenance received the most comments.

Safety:

We would love to have a safe connection from Heritage Farms neighborhood to the downtown area. The road near 30th Street and Lisbon is narrow for walking, running, and biking especially for the safety of children.

A sidewalk along 30th Street would greatly improve the safety of both bikes and pet walkers.

This would make 30th a more safe walking/biking road.

I walk my dog every day on 30th (for 15 years). I have almost been hit many times!

We live on Lisbon Ave N and run/walk on 30th all year long. Sidewalks are needed!!! The road is too narrow and vehicles don't always yield to pedestrians. Should have been done 17 years ago!

It is needed for safety and to be connected to the village .

We now rent our property in Lake Elmo so I don't feel our input is very applicable. Also, the property we own is on the north side of 30th and away from the road. However, as a runner, and a mother, it felt dangerous to go down that street.

Needed attention, very hard to walk in this area. Almost been hit by cars when walking.

Comments

We were told when we built our home that there would be a path from Lisbon Ave N to Lake Elmo Ave on 30th Street. However, when they redid the road, they did not put in the path. Lake Elmo needs sidewalks and paths so our children and adults can walk safely in our community.

At present, it is dangerous to walk 30th Street. Sidewalk or a wide shoulder on the south side would be a great improvement.

We need a safe walking "path" on 30th Street! So many people of all ages walk along 30th...which is too narrow for strollers etc. Please... for everyone's safety...designate a sidewalk, right-of-way, etc. Thank you!

When 30th was upgraded, pedestrians lost adequate shoulders on this street. We don't really need a sidewalk, we need wider shoulders on the sides of 30th. Come up with some street design that would FORCE drivers to drive the posted speed of 30mph! When driving lanes were widened, driving speeds increased.

Connection:

I love the idea of walking and biking trails cross-cutting through the village. Leave the car at home! Walk more!

It is needed for safety and to be connected to the village.

We would love to have a safe connection from Heritage Farms neighborhood to the downtown area.

More trails, sidewalks, and paths would be greatly appreciated.

Snow Removal Maintenance:

If the sidewalk is installed, will the property owners be required to keep clean (snow removal in winter?)

Shovel and plow in winter!

Sidewalks mean snow removal. We work retail and can't always make it happen in a timely manner. Use the street north of 30th and wind it through the park and out.

I don't want to do the maintenance on the sidewalk in winter. I think it is just fine the way it is. I enjoy the country living without a sidewalk.

The north side may be viable, if the sidewalk is located where the existing curb is and the road is shifted to the south while potentially viable, the cost would likely be prohibitive. A sidewalk would be nice, but who will maintain it, shovel it, etc. What about adding 4 to 6 feet to the road width? This would allow a wider bike/walking lane on each side of the street.

The project would take out valued trees, cause a liability for shoveling the sidewalk and add cost of taxes where the expensive sewer. Put it on the north side of 30th.

Property Value:

Would there be a cost to homeowners on 30th Street-an assessment? Would the sidewalk affect property values? Not in favor of increased costs for the residents since it will serve the whole city.

It would not be good for our property value to have a sidewalk in our backyard. Stormwater drain in 15ft area "works good" and power pole cable supports to south in 15ft area.

Comments

Other Comments:

Our HOA may have property on 30th, if so, I'd be in favor of providing the right of way for this purpose.

I am in favor of this as long as nothing happens to the north side of the road.

Use the north side where the hills across from us consist of dead grass hills which are unusable, and there is the park. Take that land. Last time 30th changed, we lost land and 5 trees with no compensation. What we have now is more traffic and speeding school buses. We have limited parking space trying to stay away from the pine sap. Few walkers use 30th St. Sidewalks mean snow removal. We work retail and can't always make it happen in a timely manner. Use the street north of 30th and wind it through the park and out.

Extend path from Lisbon into Reid Park on north side of 30th. Improve trails in Reid Park.

Do this ASAP- Clear out trees and brush in front of park so park is in full view. Place crosswalk paint from sidewalk to park. Park not used because dark, dreary, possibly dangerous for children.

If the price is right, I'd be willing to sell 10-15 ft.

There is already a sidewalk in place and our property is part of the MN Land Trust.

Talked to neighbors and they definitely do not want it.

Sidewalk is unnecessary. The project would be a waste of time and money. PS thank you for fixing the grade from Lake Elmo Ave to 30th St.

Should be in favor of sidewalks if trees are replaced on the boulevard if taken down to make room for sidewalks.

Either side.

I would consider 10 ft from the curb going south.

So glad Lake Elmo is becoming more pedestrian/bike friendly. Really helps build a healthy community!

Yes, love the idea! Would be great. We love our city!

30th Street



30th Street



30th Street



Surveys

1. Would you be in favor of the City installing a sidewalk on the south side of 30th Street?
☒ Yes ☒ No ☐ Undecided

2. Would you be willing to sell/provide a minimal amount (approx. 10-15 feet) of additional right-of-way on the south side of 30th Street for the City to complete the improvements?
☒ Yes ☒ No ☐ Undecided ☐ Not Applicable

3. Additional Comments/Suggestions:

1. Would you be in favor of the City installing a sidewalk on the south side of 30th Street?
☐ Yes ☒ No ☐ Undecided

2. Would you be willing to sell/provide a minimal amount (approx. 10-15 feet) of additional right-of-way on the south side of 30th Street for the City to complete the improvements?
☒ Yes ☐ No ☐ Undecided ☐ Not Applicable

3. Additional Comments/Suggestions:

IF THE PRICE WAS RIGHT I'D
BE WILLING TO SELL 10-15 FT

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☒ Yes ☐ No ☐ Undecided

2. Would you be willing to sell/provide a minimal amount (approx. 10-15 feet) of additional right-of-way on the south side of 30th Street for the City to complete the improvements?
☐ Yes ☐ No ☐ Undecided ☒ Not Applicable

3. Additional Comments/Suggestions:

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☐ Yes ☒ No ☐ Undecided

2. Would you be willing to sell/provide a minimal amount (approx. 10-15 feet) of additional right-of-way on the south side of 30th Street for the City to complete the improvements?
☐ Yes ☐ No ☐ Undecided ☒ Not Applicable

3. Additional Comments/Suggestions:

Extend path from Lisbon into Reid
Park on north side of 30th. Improve
trails in Reid Park.

Surveys

1. Would you be in favor of the City installing a sidewalk on the south side of 30th Street?
☒ Yes ☐ No ☐ Undecided

2. Would you be willing to sell/provide a minimal amount (approx. 10-15 feet) of additional right-of-way on the south side of 30th Street for the City to complete the improvements?
☒ Yes ☐ No ☐ Undecided ☒ Not Applicable

3. Additional Comments/Suggestions:

SIDEWALK IS UNNECESSARY.
THE PROTECT WOULD BE A
WASTE OF TIME + MONEY.
P.S. THANK YOU FOR FIXING THE GRADE FROM
LAKE ELMO AVE TO
30TH ST.

1. Would you be in favor of the City installing a sidewalk on the south side of 30th Street?
☒ Yes ☐ No ☐ Undecided

2. Would you be willing to sell/provide a minimal amount (approx. 10-15 feet) of additional right-of-way on the south side of 30th Street for the City to complete the improvements?
☒ Yes ☐ No ☐ Undecided ☐ Not Applicable

3. Additional Comments/Suggestions:

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☒ Yes ☐ No ☐ Undecided

2. Would you be willing to sell/provide a minimal amount (approx. 10-15 feet) of additional right-of-way on the south side of 30th Street for the City to complete the improvements?
☒ Yes ☐ No ☐ Undecided ☒ Not Applicable

3. Additional Comments/Suggestions:

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2. Would you be willing to sell/provide a minimal amount (approx. 10-15 feet) of additional right-of-way on the south side of 30th Street for the City to complete the improvements?
☐ Yes ☒ No ☐ Undecided ☐ Not Applicable

3. Additional Comments/Suggestions:

Surveys

1. Would you be in favor of the City installing a sidewalk on the south side of 30th Street?
☒ Yes ☐ No ☐ Undecided

2. Would you be willing to sell provide a minimal amount (approx. 10-15 feet) of additional right-of-way on the south side of 30th Street for the City to complete the improvements?
☒ Yes ☐ No ☐ Undecided ☐ Not Applicable

3. Additional Comments/Suggestions:

1. Would you be in favor of the City installing a sidewalk on the south side of 30th Street?
☒ Yes ☐ No ☐ Undecided

2. Would you be willing to sell provide a minimal amount (approx. 10-15 feet) of additional right-of-way on the south side of 30th Street for the City to complete the improvements?
☐ Yes ☐ No ☐ Undecided ☒ Not Applicable

3. Additional Comments/Suggestions:

I am in favor of this as long as nothing happens to the north side of the road.

1. Would you be in favor of the City installing a sidewalk on the south side of 30th Street?
☒ Yes ☐ No ☐ Undecided

2. Would you be willing to sell provide a minimal amount (approx. 10-15 feet) of additional right-of-way on the south side of 30th Street for the City to complete the improvements?
☒ Yes ☐ No ☐ Undecided ☐ Not Applicable

3. Additional Comments/Suggestions:

1. Would you be in favor of the City installing a sidewalk on the south side of 30th Street?
☐ Yes ☒ No ☐ Undecided

2. Would you be willing to sell provide a minimal amount (approx. 10-15 feet) of additional right-of-way on the south side of 30th Street for the City to complete the improvements?
☐ Yes ☒ No ☐ Undecided ☐ Not Applicable

3. Additional Comments/Suggestions: Use the North side where the hills cross from us consists of dead grass hills which are unusable, and there is the park. Take that land. Last time we changed, we lost land and trees with no compensation. What we have now is more traffic and speeding school buses. We have limited parking space, trying to stay away from the pine sap. Few walkers use 30th St. Side walks mean snow removal. We work retail, it can't always make it happen in a timely manner. Use the street north of 30th and use it to have the park.
 Name: _____
 Address: _____
 : _____ Thanking R. T. K.

Surveys

1. Would you be in favor of the City installing a sidewalk on the south side of 30th Street?
☐ Yes ☒ No ☐ Undecided

2. Would you be willing to sell/provide a minimal amount (approx. 10-15 feet) of additional right-of-way on the south side of 30th Street for the City to complete the improvements?
☐ Yes ☒ No ☐ Undecided ☐ Not Applicable

3. Additional Comments/Suggestions:
I don't want to have to do the maintenance on the side walk in the winter. I think it just five the way it is. I enjoy the Country living without a side walk

1. Would you be in favor of the City installing a sidewalk on the south side of 30th Street?
☐ Yes ☒ No ☐ Undecided

2. Would you be willing to sell/provide a minimal amount (approx. 10-15 feet) of additional right-of-way on the south side of 30th Street for the City to complete the improvements?
☐ Yes ☐ No ☐ Undecided ☒ Not Applicable

3. Additional Comments/Suggestions:
Talked to neighbors and they definitely do NOT want it.

1. Would you be in favor of the City installing a sidewalk on the south side of 30th Street?
☒ Yes ☐ No ☐ Undecided *But*

2. Would you be willing to sell/provide a minimal amount (approx. 10-15 feet) of additional right-of-way on the south side of 30th Street for the City to complete the improvements?
☐ Yes ☐ No ☐ Undecided ☒ Not Applicable

3. Additional Comments/Suggestions:
*WOULD THERE BE A COST TO HOMEOWNERS ON 30th ST - AN ASSESSMENT?
 WOULD THE SIDEWALK AFFECT PROPERTY VALUES?
 NOT IN FAVOR OF INCREASED COSTS FOR THE RESIDENTS SINCE IT WILL SERVE THE*

1. Would you be in favor of the City installing a sidewalk on the south side of 30th Street?
☐ Yes ☒ No ☐ Undecided

2. Would you be willing to sell/provide a minimal amount (approx. 10-15 feet) of additional right-of-way on the south side of 30th Street for the City to complete the improvements?
☐ Yes ☒ No ☐ Undecided ☐ Not Applicable

3. Additional Comments/Suggestions:

Surveys

1. Would you be in favor of the City installing a sidewalk on the south side of 30th Street?
☐ Yes ☒ No ☐ Undecided

2. Would you be willing to sell/provide a minimal amount (approx. 10-15 feet) of additional right-of-way on the south side of 30th Street for the City to complete the improvements?
☐ Yes ☒ No ☐ Undecided ☐ Not Applicable

3. Additional Comments/Suggestions:

1. Would you be in favor of the City installing a sidewalk on the south side of 30th Street?
☐ Yes ☒ No ☐ Undecided

2. Would you be willing to sell/provide a minimal amount (approx. 10-15 feet) of additional right-of-way on the south side of 30th Street for the City to complete the improvements?
☐ Yes ☒ No ☐ Undecided ☐ Not Applicable

3. Additional Comments/Suggestions:

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☐ Yes ☐ No ☒ Undecided

2. Would you be willing to sell/provide a minimal amount (approx. 10-15 feet) of additional right-of-way on the south side of 30th Street for the City to complete the improvements?
☒ Yes ☐ No ☐ Undecided ☐ Not Applicable

3. Additional Comments/Suggestions:

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☒ Yes ☐ No ☐ Undecided

2. Would you be willing to sell/provide a minimal amount (approx. 10-15 feet) of additional right-of-way on the south side of 30th Street for the City to complete the improvements?
☐ Yes ☐ No ☐ Undecided ☐ Not Applicable

3. Additional Comments/Suggestions:

① Clear out trees + brush in front of Park so park is into view
 ② Place crosswalk paint from sidewalk to Park -
 (Park not used because dark, dreary, possibly dangerous for children.)

Name:

Address:

Surveys

1. Would you be in favor of the City installing a sidewalk on the south side of 30th Street?
☐ Yes ☒ No ☐ Undecided
2. Would you be willing to sell/provide a minimal amount (approx. 10-15 feet) of additional right-of-way on the south side of 30th Street for the City to complete the improvements?
☐ Yes ☒ No ☐ Undecided ☐ Not Applicable
3. Additional Comments/Suggestions:

I would consider 10 ft
From the curbing to SQ

1. Would you be in favor of the City installing a sidewalk on the south side of 30th Street?
☐ Yes ☒ No ☐ Undecided
2. Would you be willing to sell/provide a minimal amount (approx. 10-15 feet) of additional right-of-way on the south side of 30th Street for the City to complete the improvements?
☐ Yes ☒ No ☐ Undecided ☐ Not Applicable
3. Additional Comments/Suggestions:

There already is a sidewalk in place
and our property is part of the MN
Land Trust

1. Would you be in favor of the City installing a sidewalk on the south side of 30th Street?
☒ Yes ☐ No ☐ Undecided
2. Would you be willing to sell/provide a minimal amount (approx. 10-15 feet) of additional right-of-way on the south side of 30th Street for the City to complete the improvements?
☐ Yes ☐ No ☐ Undecided ☒ Not Applicable
3. Additional Comments/Suggestions:

1. Would you be in favor of the City installing a sidewalk on the south side of 30th Street?
☐ Yes ☒ No ☐ Undecided
2. Would you be willing to sell/provide a minimal amount (approx. 10-15 feet) of additional right-of-way on the south side of 30th Street for the City to complete the improvements?
☐ Yes ☒ No ☐ Undecided ☐ Not Applicable
3. Additional Comments/Suggestions:

THE PROPERTY WOULD TAKE OUT
VALUED TREES, CAUSE A CRACKING
FOR SHORING THE SIDEWALKS
AND ADD COST OF TAXES WHERE THE
EXPENSIVE SEWER.
PUT IT ON THE NORTH SIDE
OF 30th

Surveys

1. Would you be in favor of the City installing a sidewalk on the south side of 30th Street?
☒ Yes ☐ No ☐ Undecided
2. Would you be willing to sell/provide a minimal amount (approx. 10-15 feet) of additional right-of-way on the south side of 30th Street for the City to complete the improvements?
☐ Yes ☐ No ☐ Undecided ☒ Not Applicable

3. Additional Comments/Suggestions:

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☒ Yes ☐ No ☐ Undecided
2. Would you be willing to sell/provide a minimal amount (approx. 10-15 feet) of additional right-of-way on the south side of 30th Street for the City to complete the improvements?
☐ Yes ☐ No ☐ Undecided ☒ Not Applicable

3. Additional Comments/Suggestions:

• THE NORTH SIDE MAY BE VIABLE, IF THE SIDEWALK IS LOCATED WHERE THE EXISTING CURB IS AND THE ROAD IS SHIFTED TO THE SOUTH. WHILE POTENTIALLY VIABLE, THE COST WOULD LIKELY BE PROHIBITIVE.
 • A SIDEWALK WOULD BE NICE, BUT WHO WILL MAINTAIN IT, SHOVEL SNOW, ETC.
 • WHAT ABOUT ADDING 4 TO 6 FEET TO THE ROAD WIDTH? THIS WOULD ALLOW A WIDER BIKE/WALKING LANE ON EACH SIDE OF THE STREET

1. Would you be in favor of the City installing a sidewalk on the south side of 30th Street?
☒ Yes ☐ No ☐ Undecided
2. Would you be willing to sell/provide a minimal amount (approx. 10-15 feet) of additional right-of-way on the south side of 30th Street for the City to complete the improvements?
☒ Yes ☐ No ☐ Undecided ☐ Not Applicable

3. Additional Comments/Suggestions:

It is needed for safety and to be connected to the village!

1. Would you be in favor of the City installing a sidewalk on the south side of 30th Street?
☒ Yes ☐ No ☐ Undecided
2. Would you be willing to sell/provide a minimal amount (approx. 10-15 feet) of additional right-of-way on the south side of 30th Street for the City to complete the improvements?
☐ Yes ☐ No ☐ Undecided ☒ Not Applicable

3. Additional Comments/Suggestions:

So glad Lake Elmo is becoming more pedestrian/bike friendly. Really helps build a healthy community!

Surveys

1. Would you be in favor of the City installing a sidewalk on the south side of 30th Street?
☒ Yes ☐ No ☐ Undecided

2. Would you be willing to sell/provide a minimal amount (approx. 10-15 feet) of additional right-of-way on the south side of 30th Street for the City to complete the improvements?
☐ Yes ☐ No ☐ Undecided ☒ Not Applicable

3. Additional Comments/Suggestions:

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3. Additional Comments/Suggestions:

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☒ Yes ☐ No ☐ Undecided

2. Would you be willing to sell/provide a minimal amount (approx. 10-15 feet) of additional right-of-way on the south side of 30th Street for the City to complete the improvements?
☐ Yes ☐ No ☐ Undecided ☒ Not Applicable

3. Additional Comments/Suggestions:

MORE SIDEWALKS, TRAILS, PATHS
 WOULD BE GREATLY APPRECIATED.

1. Would you be in favor of the City installing a sidewalk on the south side of 30th Street?
☐ Yes ☐ No ☒ Undecided

2. Would you be willing to sell/provide a minimal amount (approx. 10-15 feet) of additional right-of-way on the south side of 30th Street for the City to complete the improvements?
☐ Yes ☐ No ☐ Undecided ☒ Not Applicable

3. Additional Comments/Suggestions:

Surveys

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☒ Yes ☐ No ☐ Undecided

2. Would you be willing to sell/provide a minimal amount (approx. 10-15 feet) of additional right-of-way on the south side of 30th Street for the City to complete the improvements?
☐ Yes ☐ No ☒ Undecided ☐ Not Applicable

3. Additional Comments/Suggestions:

This would make 30th a more safe walking/biking road.

1. Would you be in favor of the City installing a sidewalk on the south side of 30th Street?
☒ Yes ☐ No ☐ Undecided

2. Would you be willing to sell/provide a minimal amount (approx. 10-15 feet) of additional right-of-way on the south side of 30th Street for the City to complete the improvements?
☐ Yes ☐ No ☐ Undecided ☒ Not Applicable

3. Additional Comments/Suggestions: *At present, it is dangerous to walk 30th Street. Sidewalk on the north shoulder on the south side would be a great improvement.*

1. Would you be in favor of the City installing a sidewalk on the south side of 30th Street?
☐ Yes ☒ No ☐ Undecided

2. Would you be willing to sell/provide a minimal amount (approx. 10-15 feet) of additional right-of-way on the south side of 30th Street for the City to complete the improvements?
☐ Yes ☒ No ☐ Undecided ☐ Not Applicable

3. Additional Comments/Suggestions:

It would not be good for our property values to have a side walk in our back yard storm water drain in 15ft area "not a good" and power pole cable supports to south in 15ft area

1. Would you be in favor of the City installing a sidewalk on the south side of 30th Street?
☒ Yes ☐ No ☐ Undecided

2. Would you be willing to sell/provide a minimal amount (approx. 10-15 feet) of additional right-of-way on the south side of 30th Street for the City to complete the improvements?
☐ Yes ☐ No ☐ Undecided ☒ Not Applicable

3. Additional Comments/Suggestions:

Should be in favor of sidewalks if trees are replaced on the boulevard if taken down to make room for sidewalk

Surveys

1. Would you be in favor of the City installing a sidewalk on the south side of 30th Street?
☒ Yes ☐ No ☐ Undecided

2. Would you be willing to sell/provide a minimal amount (approx. 10-15 feet) of additional right-of-way on the south side of 30th Street for the City to complete the improvements?
☐ Yes ☐ No ☐ Undecided ☒ Not Applicable

3. Additional Comments/Suggestions:

A sidewalk along 30th Street would greatly improve the safety of both bikers and pet walkers.

1. Would you be in favor of the City installing a sidewalk on the south side of 30th Street?
☒ Yes ☐ No ☐ Undecided

2. Would you be willing to sell/provide a minimal amount (approx. 10-15 feet) of additional right-of-way on the south side of 30th Street for the City to complete the improvements?
☐ Yes ☐ No ☐ Undecided ☒ Not Applicable

3. Additional Comments/Suggestions:

We were told when we built our home that there would be a path from Lisbon Ave N to Lake Elmo Ave on 30th Street. However when they redid the road, they did not put in the path. Lake Elmo needs side walks and paths for our children and adults can walk safely in our community.

1. Would you be in favor of the City installing a sidewalk on the south side of 30th Street?
☒ Yes ☐ No ☐ Undecided

2. Would you be willing to sell/provide a minimal amount (approx. 10-15 feet) of additional right-of-way on the south side of 30th Street for the City to complete the improvements?
☐ Yes ☐ No ☐ Undecided ☒ Not Applicable

3. Additional Comments/Suggestions:

We would love to have a safe connection from Heritage Farms neighborhood to the downtown area. The road near 30th + Lisbon is narrow for walking, running + biking especially for the safety of children.

1. Would you be in favor of the City installing a sidewalk on the south side of 30th Street?
☒ Yes ☐ No ☐ Undecided

2. Would you be willing to sell/provide a minimal amount (approx. 10-15 feet) of additional right-of-way on the south side of 30th Street for the City to complete the improvements?
☐ Yes ☐ No ☐ Undecided ☒ Not Applicable

3. Additional Comments/Suggestions:

either side

Surveys

1. Would you be in favor of the City installing a sidewalk on the south side of 30th Street?
☒ Yes ☐ No ☐ Undecided

2. Would you be willing to sell/provide a minimal amount (approx. 10-15 feet) of additional right-of-way on the south side of 30th Street for the City to complete the improvements?
☐ Yes ☐ No ☐ Undecided ☒ Not Applicable

3. Additional Comments/Suggestions:

- I love the idea of walking and biking trails cross-cutting the village. Have the cat at home! Walk here!

1. Would you be in favor of the City installing a sidewalk on the south side of 30th Street?
☒ Yes ☐ No ☐ Undecided

2. Would you be willing to sell/provide a minimal amount (approx. 10-15 feet) of additional right-of-way on the south side of 30th Street for the City to complete the improvements?
☐ Yes ☐ No ☐ Undecided ☒ Not Applicable

3. Additional Comments/Suggestions:

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☒ Yes ☐ No ☐ Undecided

2. Would you be willing to sell/provide a minimal amount (approx. 10-15 feet) of additional right-of-way on the south side of 30th Street for the City to complete the improvements?
☐ Yes ☐ No ☐ Undecided ☒ Not Applicable

3. Additional Comments/Suggestions:

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☐ Yes ☒ No ☐ Undecided

2. Would you be willing to sell/provide a minimal amount (approx. 10-15 feet) of additional right-of-way on the south side of 30th Street for the City to complete the improvements?
☐ Yes ☐ No ☐ Undecided ☒ Not Applicable

3. Additional Comments/Suggestions:

If this sidewalk is installed will the property owners be required to keep clean (snow removal in winter)?

Surveys

1. Would you be in favor of the City installing a sidewalk on the south side of 30th Street?
☒ Yes ☐ No ☐ Undecided
2. Would you be willing to sell/provide a minimal amount (approx. 10-15 feet) of additional right-of-way on the south side of 30th Street for the City to complete the improvements?
☒ Yes ☐ No ☐ Undecided ☐ Not Applicable
3. Additional Comments/Suggestions:

1. Would you be in favor of the City installing a sidewalk on the south side of 30th Street?
☒ Yes ☐ No ☐ Undecided
2. Would you be willing to sell/provide a minimal amount (approx. 10-15 feet) of additional right-of-way on the south side of 30th Street for the City to complete the improvements?
☒ Yes ☐ No ☐ Undecided ☐ Not Applicable
3. Additional Comments/Suggestions:

OUR HOA MAY HAVE PROPERTY ON 30th, IF SO, I'D BE IN FAVOR OF PROVIDING THE RIGHT OF WAY FOR THIS PURPOSE

1. Would you be in favor of the City installing a sidewalk on the south side of 30th Street?
☒ Yes ☐ No ☐ Undecided
2. Would you be willing to sell/provide a minimal amount (approx. 10-15 feet) of additional right-of-way on the south side of 30th Street for the City to complete the improvements?
☒ Yes ☐ No ☐ Undecided ☐ Not Applicable
3. Additional Comments/Suggestions:

1. Would you be in favor of the City installing a sidewalk on the south side of 30th Street?
☒ Yes ☐ No ☐ Undecided
2. Would you be willing to sell/provide a minimal amount (approx. 10-15 feet) of additional right-of-way on the south side of 30th Street for the City to complete the improvements?
☐ Yes ☐ No ☐ Undecided ☒ Not Applicable
3. Additional Comments/Suggestions:

We need a bike walking path on 30th Street. So many people of all ages walk along 30th... which is too narrow for everyone. Please... for every one's safety... design a new sidewalk right-of-way... thank you!

Surveys

1. Would you be in favor of the City installing a sidewalk on the south side of 30th Street?
☒ Yes ☐ No ☐ Undecided

2. Would you be willing to self/provide a minimal amount (approx. 10-15 feet) of additional right-of-way on the south side of 30th Street for the City to complete the improvements?
☐ Yes ☐ No ☐ Undecided ☒ Not Applicable

3. Additional Comments/Suggestions:

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☒ Yes ☐ No ☐ Undecided

2. Would you be willing to self/provide a minimal amount (approx. 10-15 feet) of additional right-of-way on the south side of 30th Street for the City to complete the improvements?
☐ Yes ☐ No ☐ Undecided ☒ Not Applicable

3. Additional Comments/Suggestions:

We live on Lisbon Ave N and run/walk on 30th all year long. Sidewalks are needed!!! The road is too narrow and vehicles don't always yield to pedestrians. Should have been done 17 years ago!

1. Would you be in favor of the City installing a sidewalk on the south side of 30th Street?
☒ Yes ☐ No ☐ Undecided

2. Would you be willing to self/provide a minimal amount (approx. 10-15 feet) of additional right-of-way on the south side of 30th Street for the City to complete the improvements?
☐ Yes ☐ No ☐ Undecided ☒ Not Applicable

3. Additional Comments/Suggestions:

I walk my dog every day on 30th (for 15 years). I have almost been hit many times!

1. Would you be in favor of the City installing a sidewalk on the south side of 30th Street?
☒ Yes ☐ No ☐ Undecided

2. Would you be willing to self/provide a minimal amount (approx. 10-15 feet) of additional right-of-way on the south side of 30th Street for the City to complete the improvements?
☒ Yes ☐ No ☐ Undecided ☐ Not Applicable

3. Additional Comments/Suggestions:

Shovel or plow in the winter!

Surveys

1. Would you be in favor of the City installing a sidewalk on the south side of 30th Street?
☒ Yes ☐ No ☐ Undecided

2. Would you be willing to sell/provide a minimal amount (approx. 10-15 feet) of additional right-of-way on the south side of 30th Street for the City to complete the improvements?
☐ Yes ☐ No ☐ Undecided ☒ Not Applicable

3. Additional Comments/Suggestions:

We now rent our property in Lake Elmo, so I don't feel our input is very applicable. Also, the property we own is on the North side of 30th and away from the road. However, as a runner and a mother, it felt dangerous to go down that street.

1. Would you be in favor of the City installing a sidewalk on the south side of 30th Street?
☒ Yes ☐ No ☐ Undecided

2. Would you be willing to sell/provide a minimal amount (approx. 10-15 feet) of additional right-of-way on the south side of 30th Street for the City to complete the improvements?
☐ Yes ☐ No ☐ Undecided ☒ Not Applicable

3. Additional Comments/Suggestions:

Needed additional very hard to walk in this area. Almost been hit by cars when walking.

1. Would you be in favor of the City installing a sidewalk on the south side of 30th Street?
☒ Yes ☐ No ☐ Undecided

2. Would you be willing to sell/provide a minimal amount (approx. 10-15 feet) of additional right-of-way on the south side of 30th Street for the City to complete the improvements?
☒ Yes ☐ No ☐ Undecided ☐ Not Applicable

3. Additional Comments/Suggestions:

1. Would you be in favor of the City installing a sidewalk on the south side of 30th Street?
☒ Yes ☐ No ☐ Undecided

2. Would you be willing to sell/provide a minimal amount (approx. 10-15 feet) of additional right-of-way on the south side of 30th Street for the City to complete the improvements?
☒ Yes ☐ No ☐ Undecided ☐ Not Applicable

3. Additional Comments/Suggestions:

Yes, Love the idea!
 Would be great. We love our City!!

DATE: April 21, 2015
REGULAR
ITEM # 15

AGENDA ITEM: Finance Committee Appointment
SUBMITTED BY: Beckie Gumatz, Deputy Clerk
THROUGH: Dean Zuleger, City Administrator
REVIEWED BY: Adam Bell, City Clerk/Assistant City Administrator
Finance Committee

SUGGESTED ORDER OF BUSINESS:

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

POLICY RECOMMENDER: Finance Committee

FISCAL IMPACT: NA

SUMMARY AND ACTION REQUESTED: Council is respectfully requested to affirm the following appointments to the City of Lake Elmo Finance Committee by taking the following action:

“Move to appoint Marilyn Banister to the Lake Elmo Finance Committee.”

LEGISLATIVE HISTORY: Currently, the Finance Committee has 3 members. This appointment will give them 4 members on the committee, better filling out the roster.

RECOMMENDATION: Council is respectfully requested to affirm the following appointments to the City of Lake Elmo Finance Committee by taking the following action:

“Move to appoint Marilyn Banister to the Finance Committee.”

ATTACHMENT:

1. Marilyn Banister application



Application for Finance Committee

Please return to City Clerk's Office - Thank You for your interest in the Lake Elmo Finance Committee

Date: 4-7-15 Name: Marilyn Bonister
Occupation: Retired Address: 3150 Lake Elmo Ave.
Phone Number: 651-777-0090 Email: _____ Resume Attached (Optional): Yes ☐ No ☒

1. Why are you interested in serving on the Lake Elmo Finance Committee?

Want to help to keep the City financially sound.

2. What finance experience and qualifications do you have?

I was Finance Director for the City for 20+ years. I retired in 2001

3. What additional experience and qualifications do you have that demonstrate your ability to support the Mission Statement and Goals of the City and service to the community through the Finance Committee?

I love the City - have lived here, worked here, went to school here raised my family here - Maybe it's time for me to volunteer!