

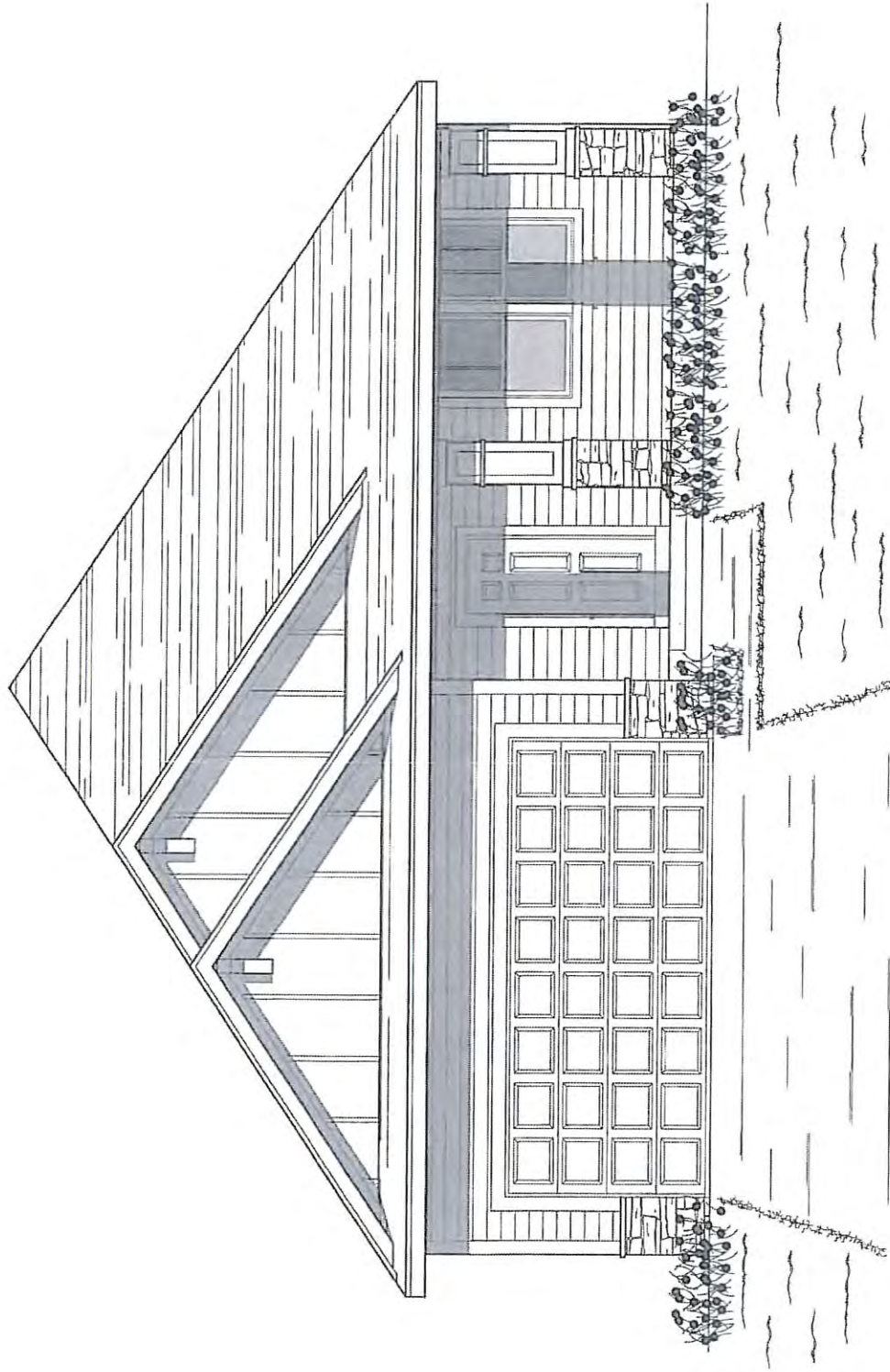
ATTACHMENT C

Typical Elevations and Floor Plans



PLAN INFORMATION	ISSUED	2/25/2014	T.S.	-
	DRAWN BY			
REVISIONS:	TOTAL:	2741 SQ. FT.		
	G/R/V/G/C:	449 SQ. FT.		
	FOUNDATION:	1912 SQ. FT.		
	FRONT PORCH:	197 SQ. FT.		
SQUARE FOOTAGE CALCS				
	MAIN LEVEL:	1912 SQ. FT.		
	N/A			

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





creative HOMES

787 COMMERCE DR. #410
WOCOBURY, MN 55125
PH: 654-268-6800
FAX: 654-268-6801
CREATIVEDCL.COM

AMHURST

STUDY PLAN

JOB INFORMATION

PLAN INFORMATION	ISSUED	2/26/2014	TS	-	N/A
REVISIONS:	TO TOTAL:	2741 SQ. FT.	449 SQ. FT.	1912 SQ. FT.	157 SQ. FT.
FOUNDATION	GARAGE:	1512 SQ. FT.	449 SQ. FT.	157 SQ. FT.	157 SQ. FT.
FRONT PORCH:					
SQUARE FOOTAGE CALC.	MAIN LEVEL:	1512 SQ. FT.			

PLAN NUMBER:

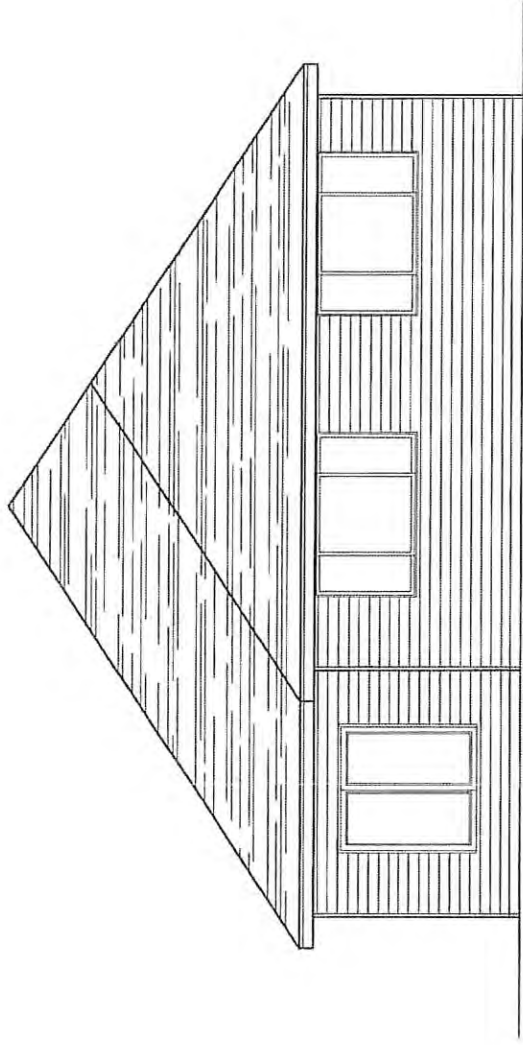
AMHURST

PROJECT NUMBER:

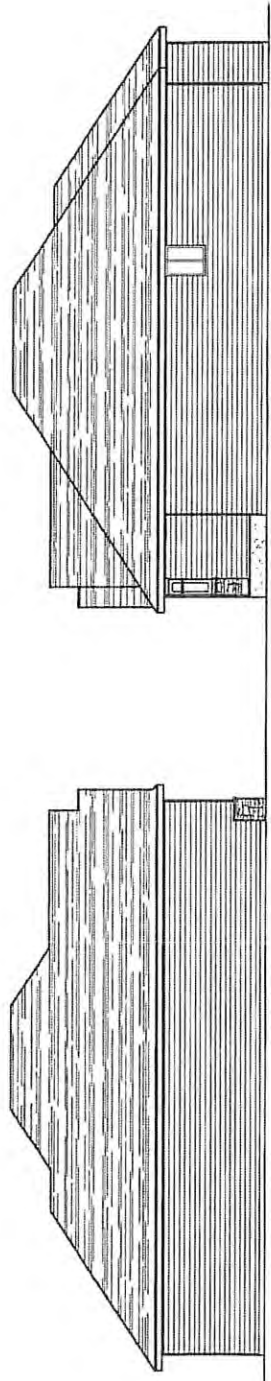
STUDY PLAN

SHEET NUMBER:

2 OF 4



REAR ELEVATION

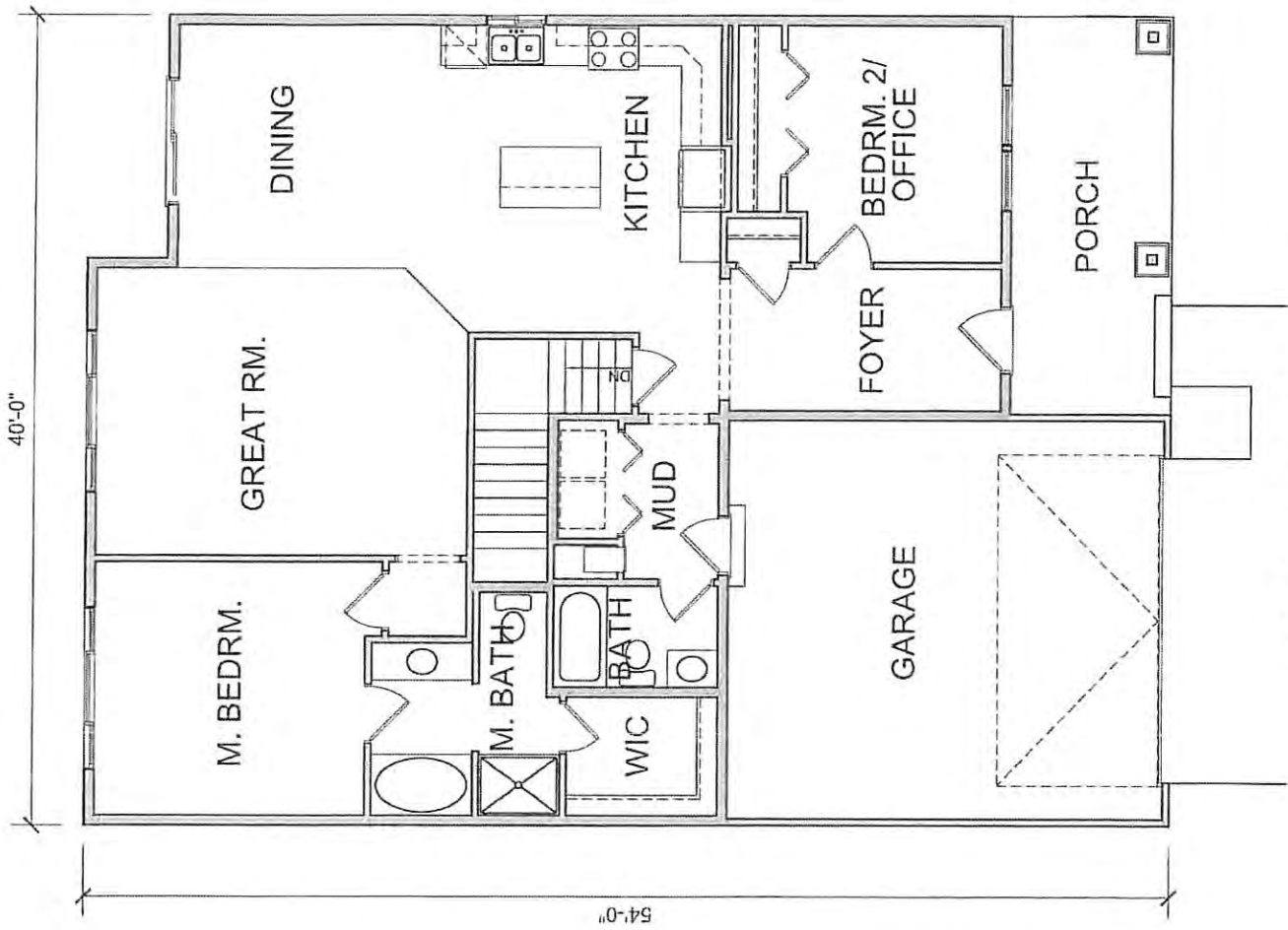


LEFT ELEVATION

RIGHT ELEVATION

PLAN INFORMATION	
ISSUED:	2/28/2014
DRAWN BY:	TJS
REVISIONS:	
TOTAL	2741 SQ. FT.
GARAGE	449 SQ. FT.
FOUNDATION:	1512 SQ. FT.
FRONT PORCH:	157 SQ. FT.

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: 651-551-4605
CREATVH@CL.COM

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ASHWORTH

STUDY PLAN

JOB INFORMATION

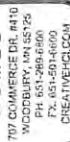
11

PLAN INFORMATION	ISSUED:	5/3/2014	MARK LEVEL:	1270 SQ. FT.
	DRAWN BY:	TJS	UPPER LEVEL:	1916 SQ. FT.
	REVISIONS:		TOTAL LIVING:	2566 SQ. FT.
			GAUGE:	667 SQ. FT.
			BASEMENT:	1270 SQ. FT.
			P. PORCH:	159 SQ. FT.
SQUARE FOOTAGE CALCS				

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



LEFT ELEVATION

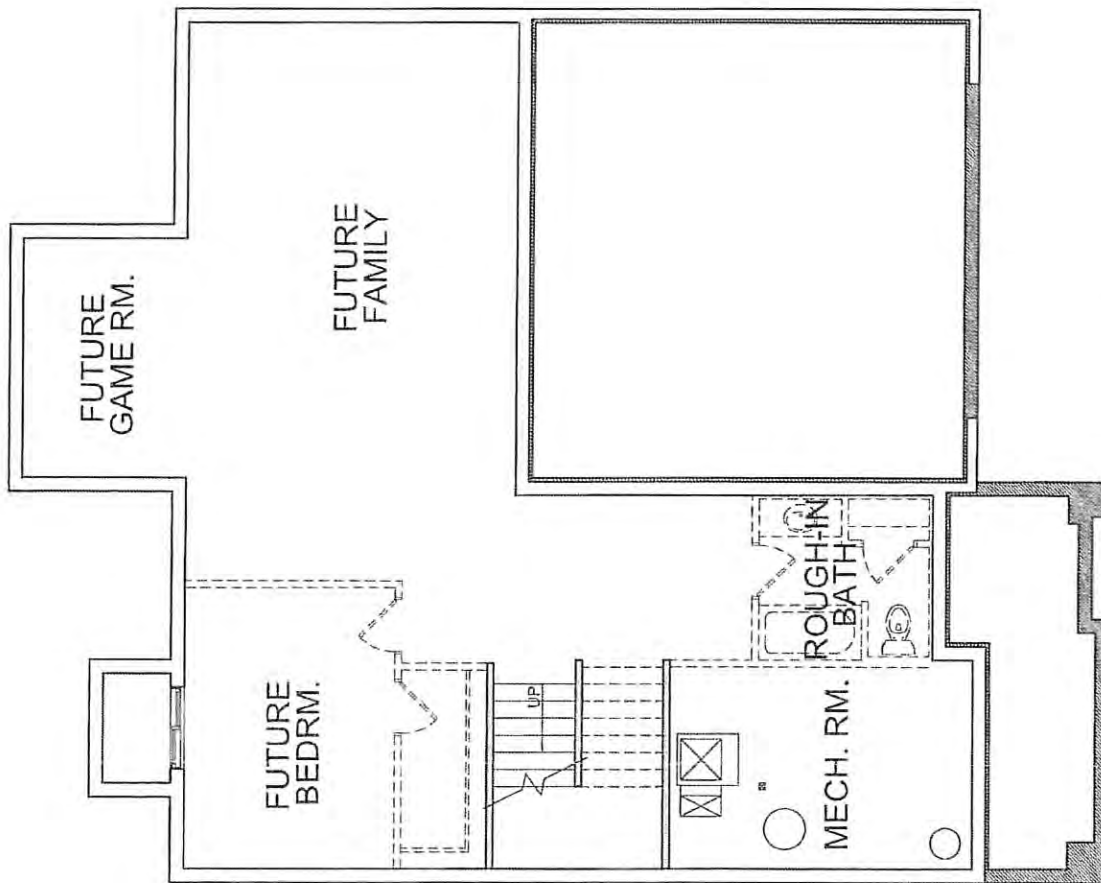


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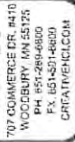
Creative Horizons, Inc.

PLAN INFORMATION		ISSUED:	5/3/2014
SQUARE FOOTAGE CALC			
MAIN LEVEL	1,370 SQ. FT.		
UPPER LEVEL	1,916 SQ. FT.		
TOTAL LIVING	3,566 SQ. FT.		
GARAGE	664 SQ. FT.		
EASEMENT	1,270 SQ. FT.		
F PORCH	133 SQ. FT.		

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



BASEMENT FOUNDATION PLAN



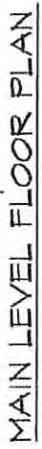
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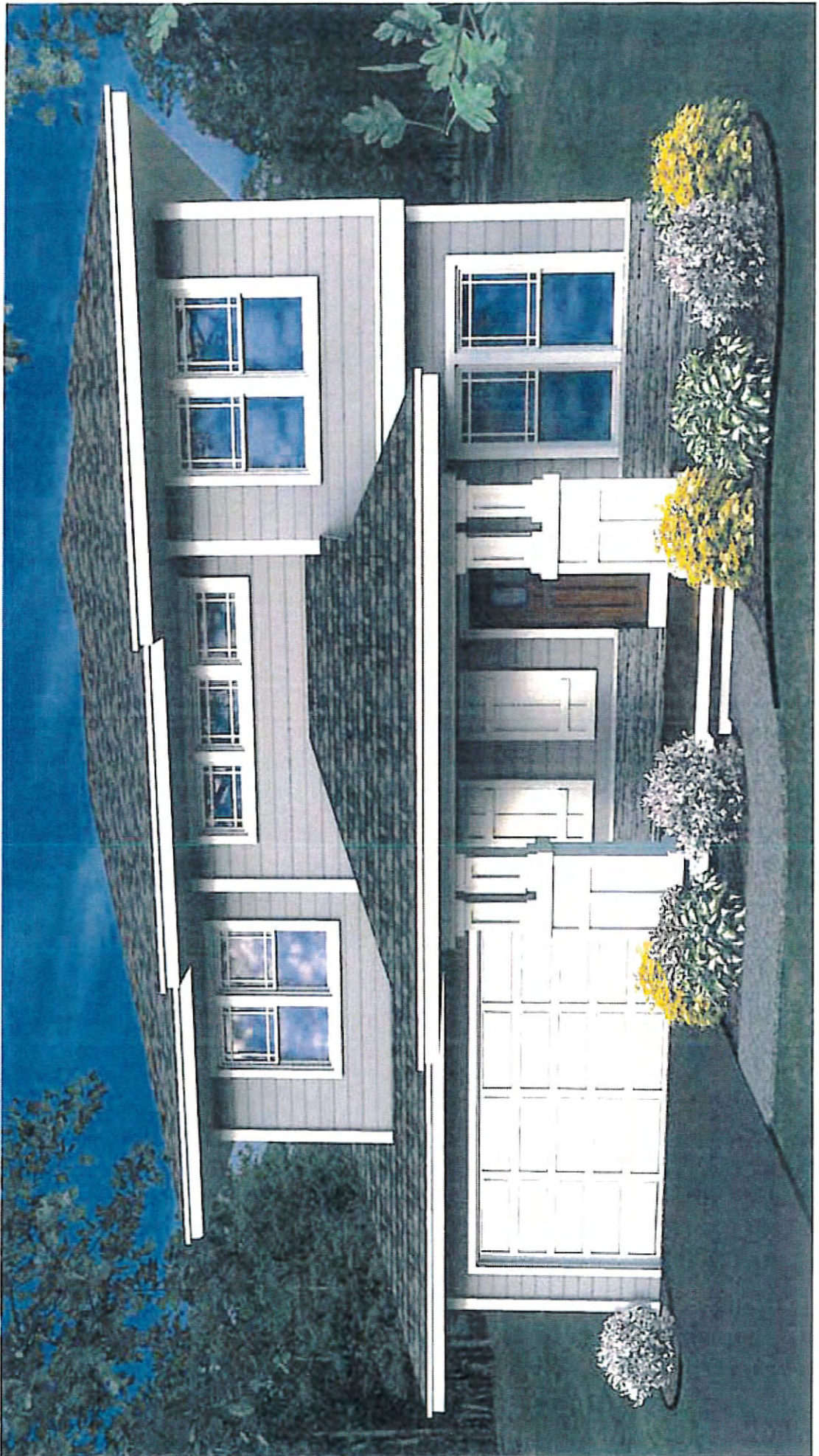
© Creative Horizons, Inc.
1993

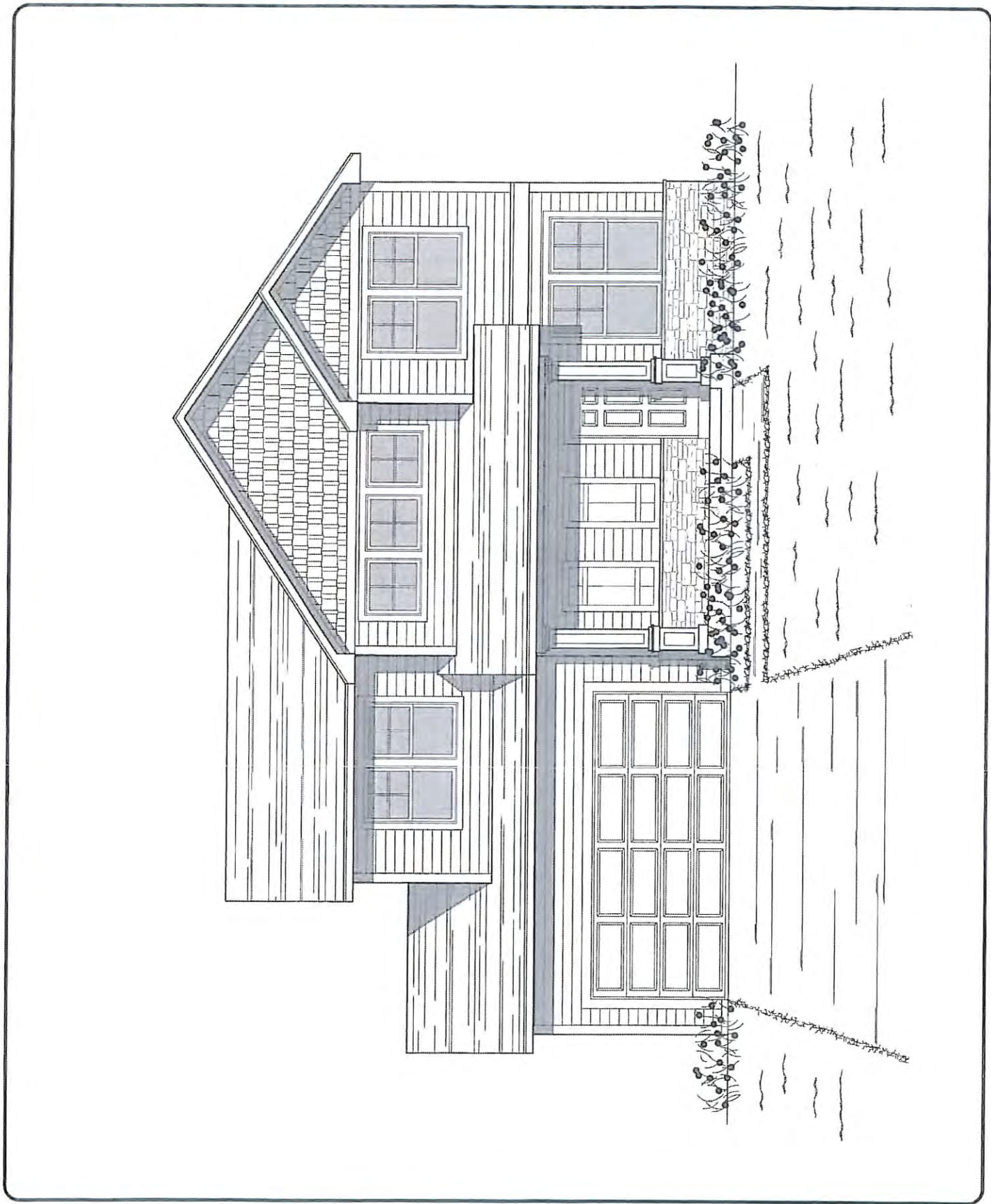
JOB INFORMATION

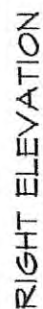
PLAN INFORMATION		DATE	REVISIONS	DESCRIPTION
ISSUED	05/20/14			MINI LEVEL
DRAWN BY	TJS			UPPER LEVEL
				TOTAL LINING
				GAUGE
				BASEMENT
				F. PORCH

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









BASEMENT FOUNDATION PLAN

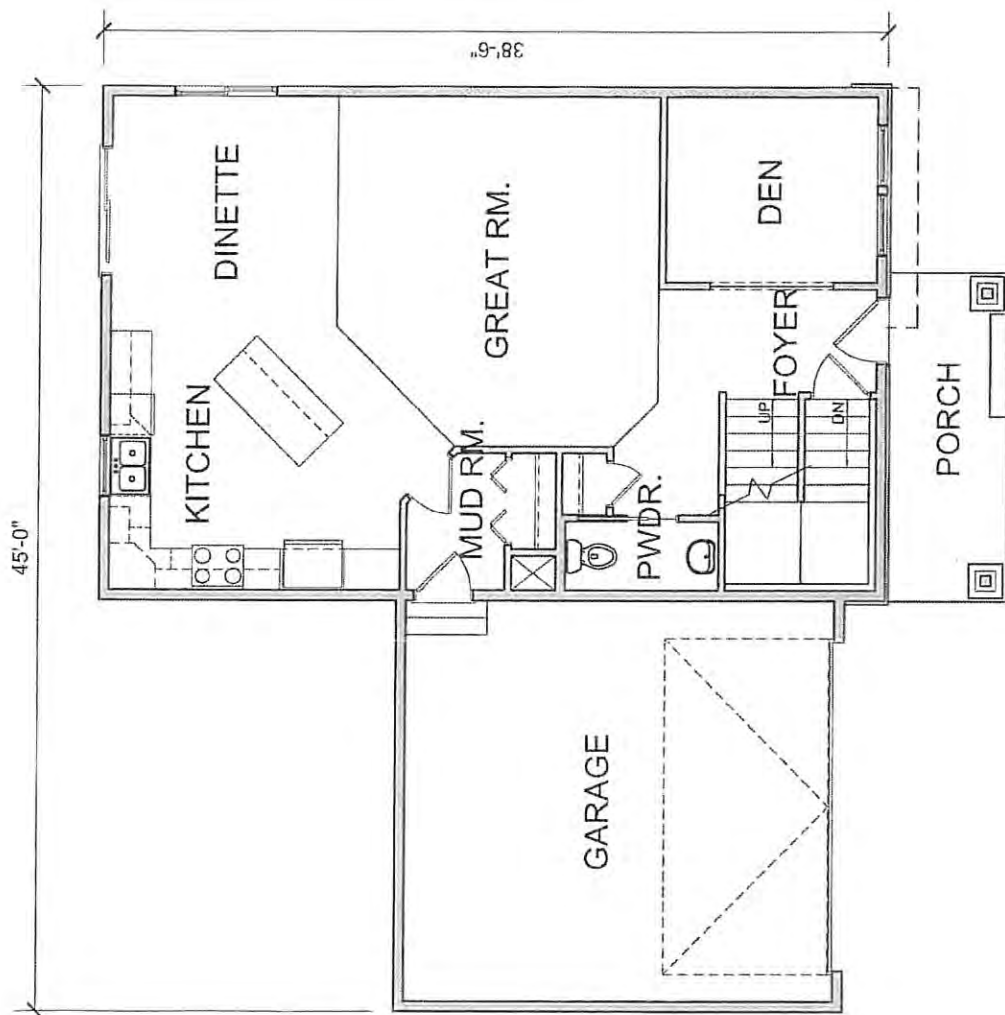
creative HOMES
 707 COMMERCE DR. #110
 WOODBURY, MA 01512
 TEL: 508-241-8800
 FAX: 508-241-8800
 CREATIVEHCS.COM

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BENTLEY
 STUDY PLAN

PLAN INFORMATION	ISSUED:	9/3/2014
	DRAWN BY:	TJS
	TOTAL LIVING:	2003 SQ. FT.
	UPPER LEVEL:	1114 SQ. FT.
	MAIN LEVEL:	469 SQ. FT.
	GARAGE:	440 SQ. FT.
	BASEMENT:	469 SQ. FT.
	F. PORCH:	46 SQ. FT.
SQUARE FOOTAGE CALC.		

PLAN NAME: **BENTLEY**
 PROJECT NUMBER:
 STUDY PLAN
 SHEET NUMBER:
4 of 5



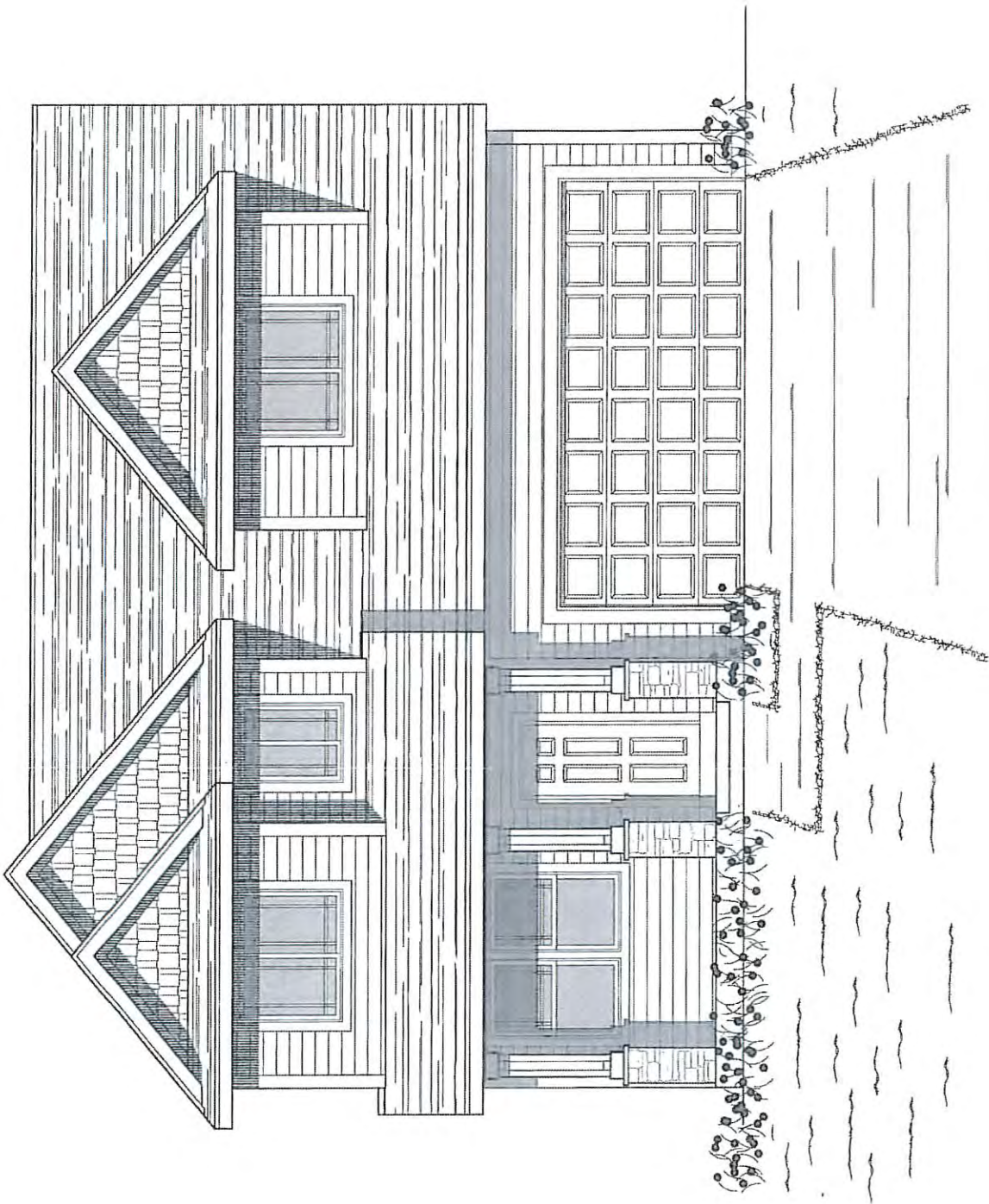
MAIN LEVEL FLOOR PLAN

UPPER LEVEL FLOOR PLAN



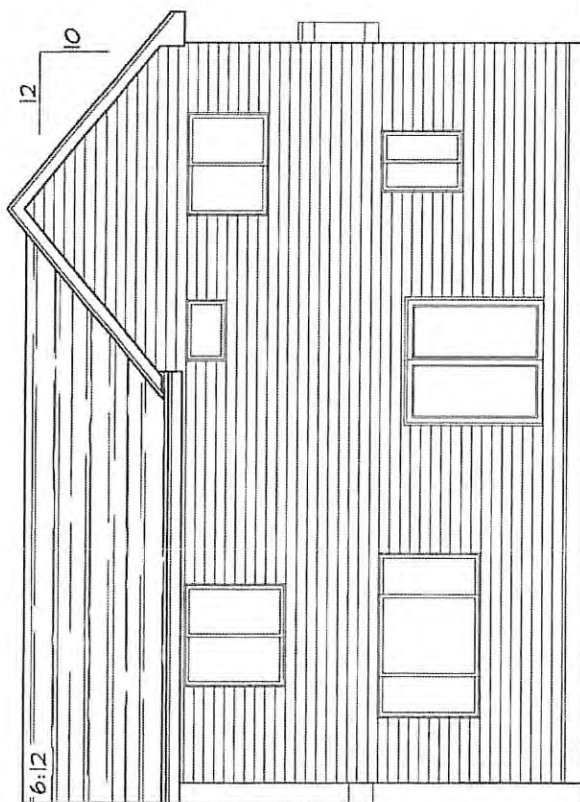
PLAN INFORMATION	
ISSUED:	9/3/2014
DRAWN BY:	TJS
REVISIONS:	
GARAGE:	441 SQ. FT.
BASEMENT:	1060 SQ. FT.
DECK OPT.	160 SQ. FT.
SQUARE FOOTAGE CALCS	
MAIN LEVEL:	1060 SQ. FT.
UPPER LEVEL:	1294 SQ. FT.
TOTAL LIVING:	2354 SQ. FT.

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

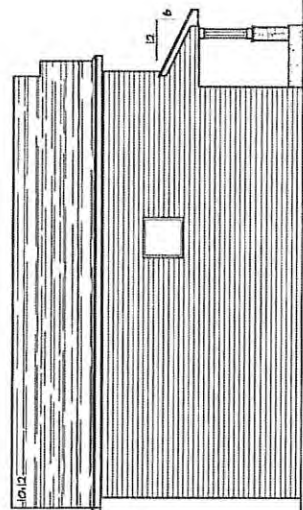


PLAN INFORMATION	ISSUED:	3/9/2014
SQUARE FOOTAGE CALCS	MAIN LEVEL:	1080 SQ. FT.
	UPPER LEVEL:	1294 SQ. FT.
	TOTAL LIVING:	2374 SQ. FT.
	GARAGE:	441 SQ. FT.
	BASEMENT:	1080 SQ. FT.
	DECK OPT.:	160 SQ. FT.

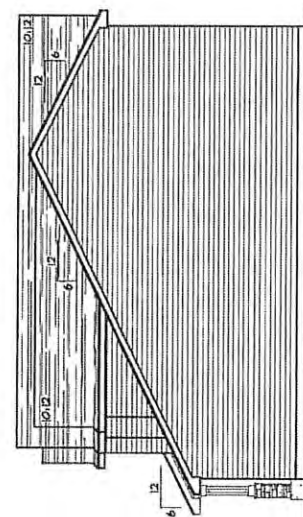
PLAN NUMBER:	LEGACY
PROJECT NUMBER:	STUDY PLAN
SHEET NUMBER:	2 OF 5



REAR ELEVATION



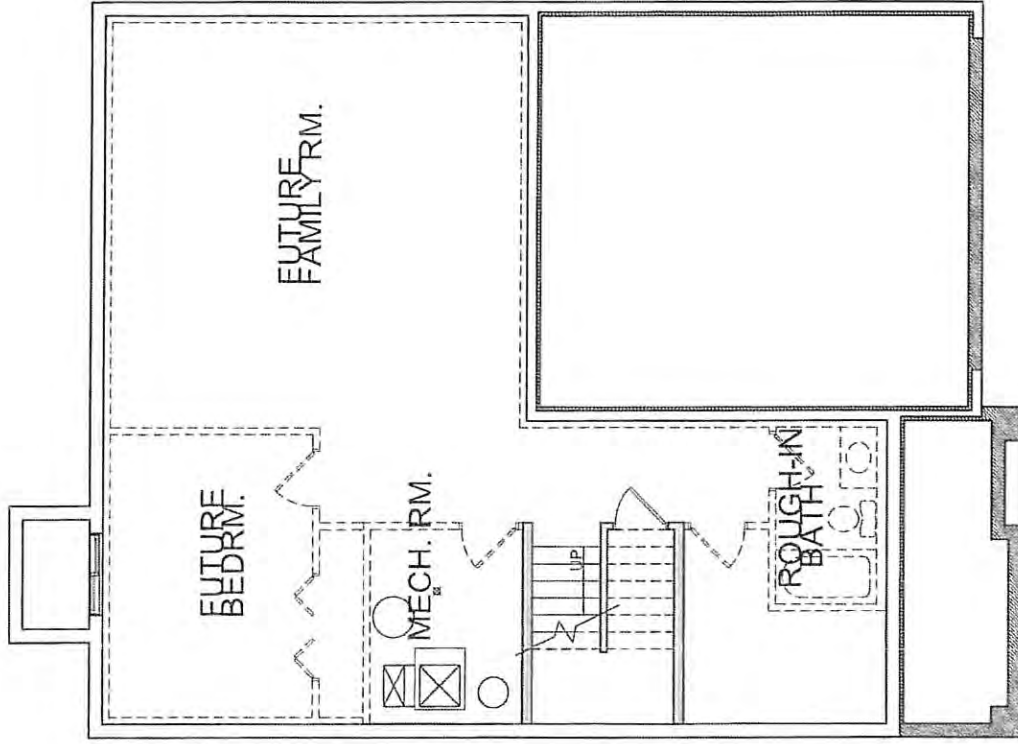
RIGHT ELEVATION



LEFT ELEVATION

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

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



BASEMENT FOUNDATION PLAN

MAIN LEVEL FLOOR PLAN



creative
HOMES

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

LEGACY

STUDY PLAN

JOS INFORMATION

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

PLAN NUMBER

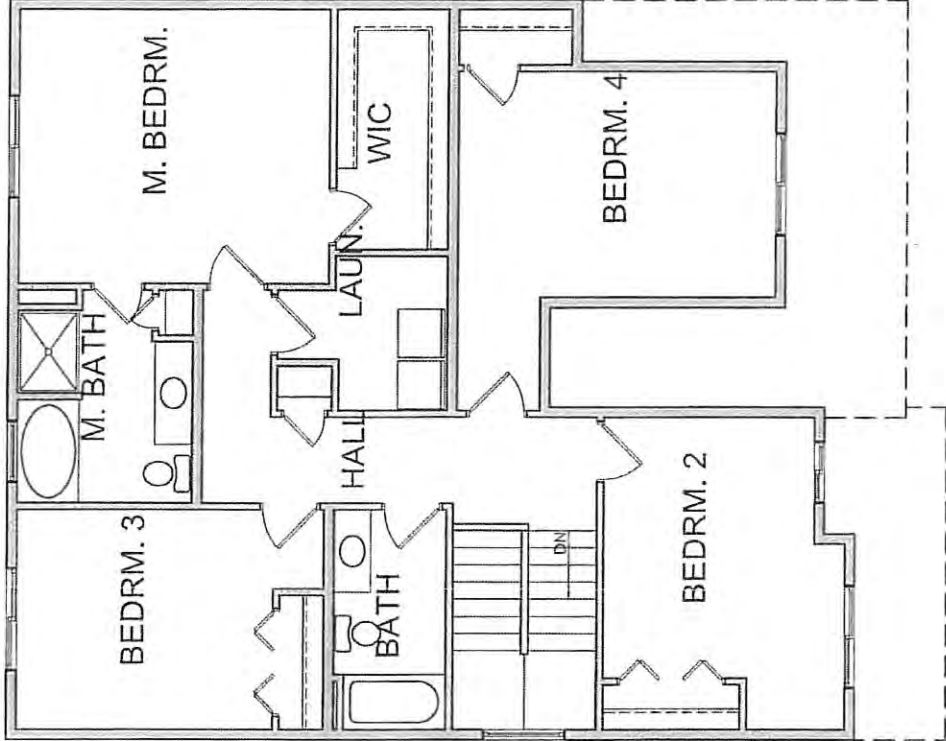
LEGACY

PROJECT NUMBER:

STUDY PLAN

SHEET NUMBER

5 of 5



UPPER LEVEL FLOOR PLAN



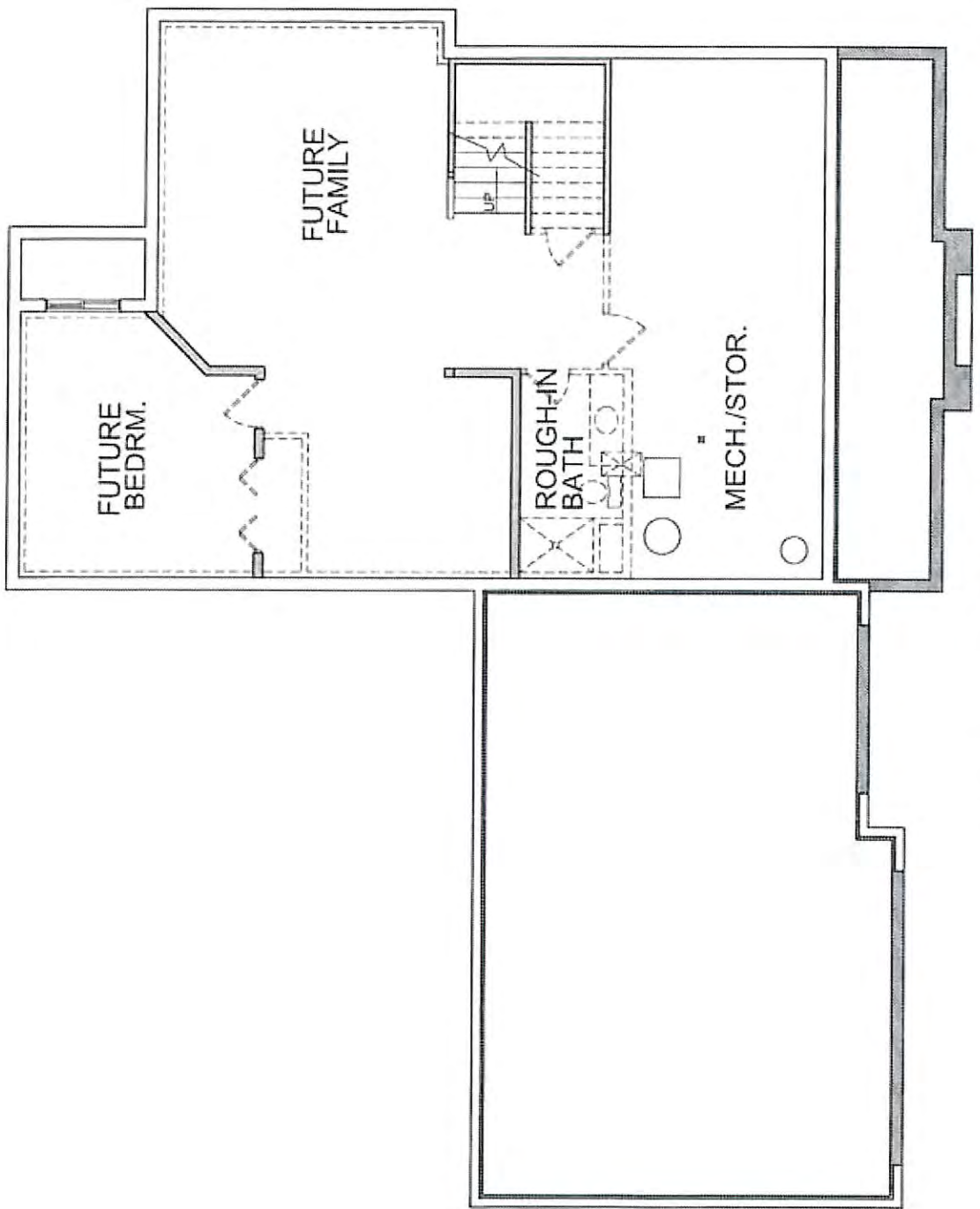
PLAN NAME	NORWOOD
PROJECT NUMBER	
SHEET NUMBER	3 of 5

PLAN INFORMATION	
ISSUED	12/20/04
DESIGNED BY	JLB
REVISIONS	
DATE	
TOTAL LENGTH	1642 SQ. FT.
TOTAL WIDTH	2008 SQ. FT.
TOTAL AREA	3290 SQ. FT.
BASEMENT	1561 SQ. FT.
F. PORCH	177 SQ. FT.

NORWOOD
STUDY PLAN

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BASEMENT FOUNDATION PLAN



As the architect, we warrant that the design and construction documents prepared by us shall conform to the applicable building codes and standards of practice. We warrant that the design and construction documents prepared by us shall conform to the applicable building codes and standards of practice. We warrant that the design and construction documents prepared by us shall conform to the applicable building codes and standards of practice.

NORWOOD
STUDY PLAN

PLAN REVISION	DATE	BY	CHKD
1. 10/24/2014	10/24/2014	10/24/2014	10/24/2014
2. 10/24/2014	10/24/2014	10/24/2014	10/24/2014
3. 10/24/2014	10/24/2014	10/24/2014	10/24/2014
4. 10/24/2014	10/24/2014	10/24/2014	10/24/2014
5. 10/24/2014	10/24/2014	10/24/2014	10/24/2014
6. 10/24/2014	10/24/2014	10/24/2014	10/24/2014
7. 10/24/2014	10/24/2014	10/24/2014	10/24/2014
8. 10/24/2014	10/24/2014	10/24/2014	10/24/2014
9. 10/24/2014	10/24/2014	10/24/2014	10/24/2014
10. 10/24/2014	10/24/2014	10/24/2014	10/24/2014

NORWOOD
PROJECT NUMBER
STUDY PLAN
SHEET NUMBER
4 of 5



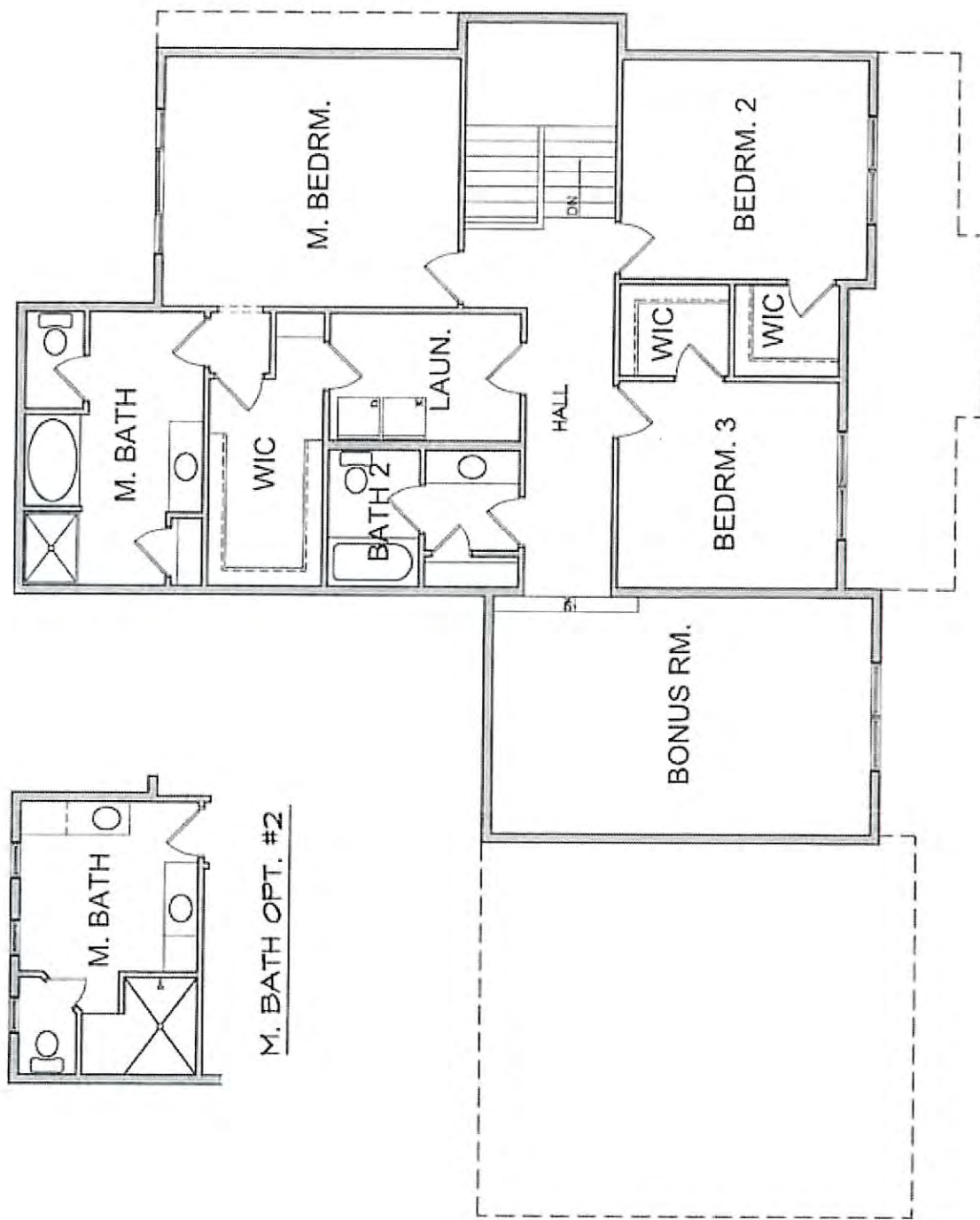
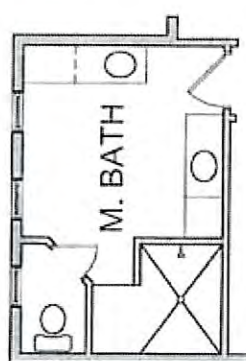


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NORWOOD
STUDY PLAN
AS PER ORIGINATOR

PLAN INFORMATION	1/24/2014
REVISION	1/24/2014
DRAWN BY	TJS
CHECKED BY	TJS
TOTAL LENGTH	1642 SQ. FT.
TOTAL AREA	1642 SQ. FT.
BASEMENT	1061 SQ. FT.
1ST FLOOR	1771 SQ. FT.

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

	LOW-DENSITY RESIDENTIAL (LDR)
	MEDIUM-DENSITY RESIDENTIAL (MDR)
	COMMERCIAL

VICINITY MAP

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



WASHINGTON COUNTY, MINNESOTA
(NO SCALE)

NORTH
NOT TO SCALE

Deputy



BOULDER PONDS

[illegible]

A graphic scale bar is shown, with markings for 0, 10, 20, 30, 40, 50, 60, 70, 80, 90, and 100 feet. Below the scale bar, the text "GRAPHIC SCALE" is printed. To the right of the scale bar, the text "1 SCALE = 100 FEET" is printed. Above the scale bar, the word "NORTH" is printed, with an arrow pointing upwards.

EASEMENT DETAIL

$$[a_0] = \frac{1}{2} \left(\frac{1}{\rho_0} + \frac{1}{\rho_1} \right)$$

EMC IS FEET IN BROWN AND ADDING ALL FROM
AND NEAR LOT LINES AND HEARD TO FEEL IN WOODS AND
ADAPTING ALL FOR LOT LINES. LINEARS OF THE

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Journal compilation © 2006 Blackwell Publishing Ltd

INSTITUTE OF MEDICINE

Subjects: 12 males, 14 females
 Mean age: 28.33 MO. 47% 18

• DEMONSTRATION: HOW TO USE THE "MATHS" TOOL

THE UNIVERSITY OF CHICAGO

DIFFERENTIATION OF THE HEARING SYSTEM 17

[illegible]

.....

BOULDER PONDS



BOULDER PONDS

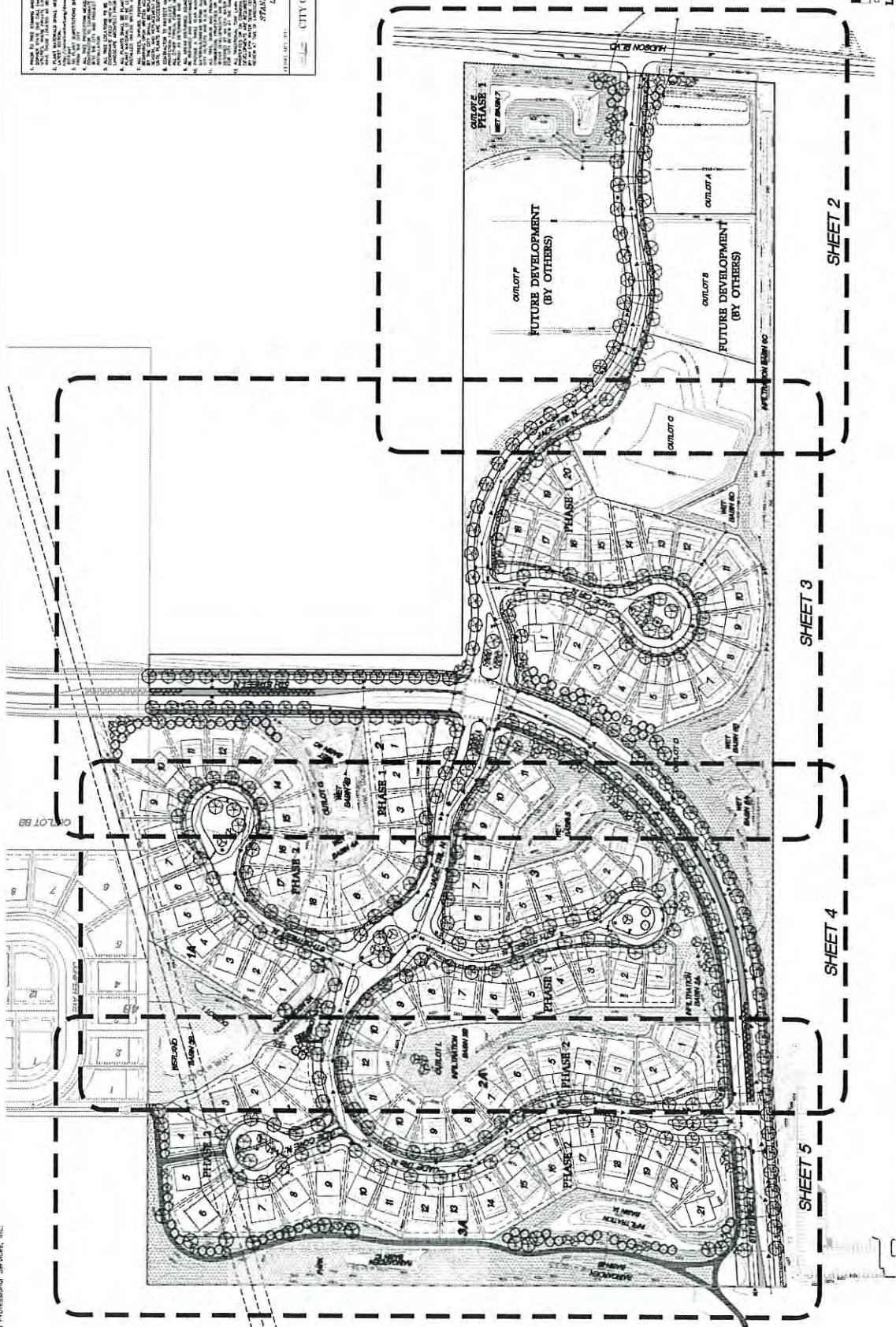
BOULDER PONDS



[illegible]

LANDSCAPE PLANS NOTES
STANDARD PLAN NOTES
LANDSCAPE PLANS

CITY OF LAKE ELMO



SHEET 2

SHEET 3

SHEET 4

SHEET 5



d' 100° 200° 300°
 Latest Revision Date: 04/19/15
 00034028 J01 3-4g
 Date: 01/30/15 Sheet: 151 of 10

Overall Planting Plan

Boulder
Ponds

The Excelsior Group, LLC

11455 VILKING Dr., Suite 250
Eden Prairie, MN 55344

Prepared for:

Design#	CLM
Client#	CLM
Owner	BYE
Record Drawing by/Date	

Classification

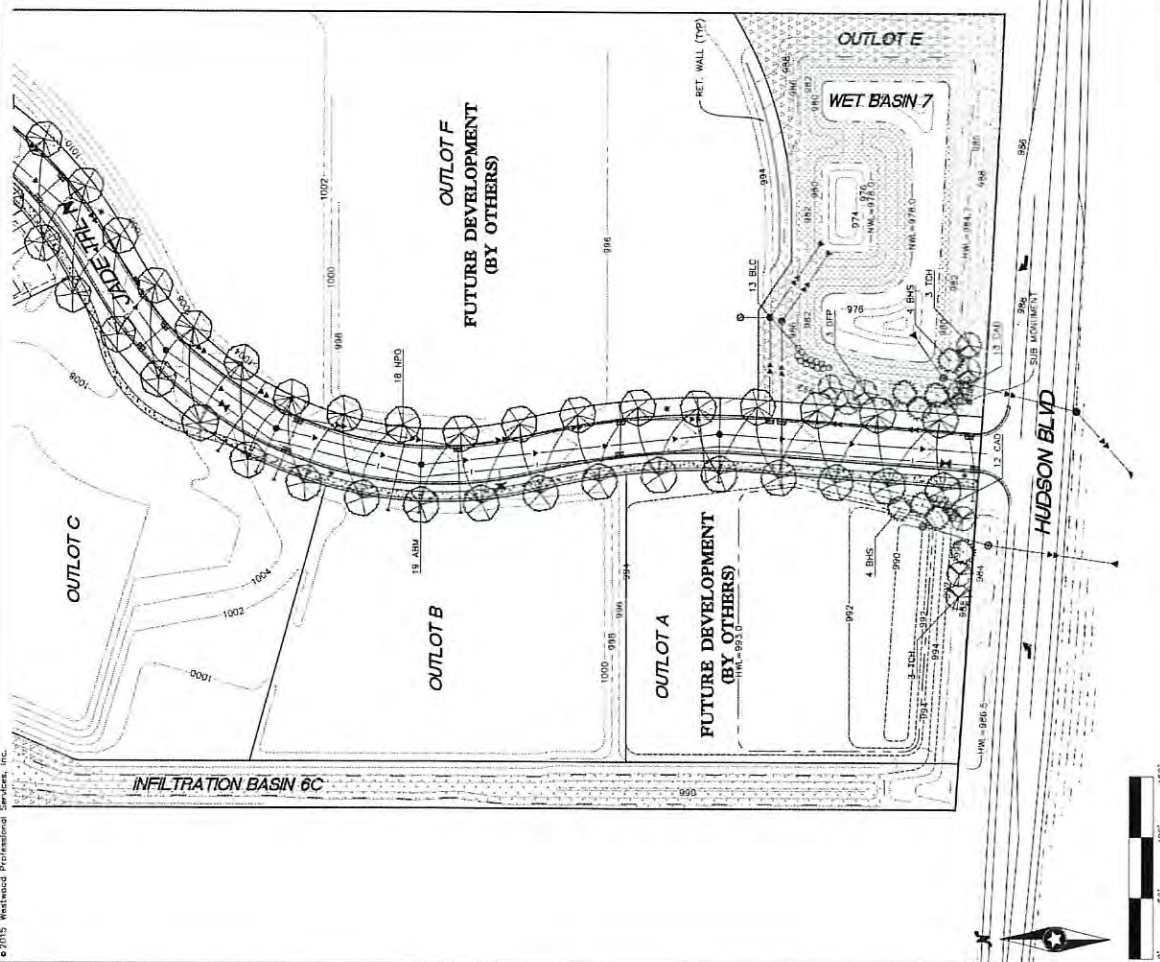
I hereby certify that this plan was prepared by me or under my direct supervision and that I am a duly Licensed LANDSCAPE ARCHITECT under the State of New York at Newburgh.

[Signature]
 Cori Malayer
 04/13/13 26597

Westwood

Phone	(802) 333-0150	1989 Average per Owner
E-mail	(802) 333-0222	Robert Phillips, Inc. 15,000
Fax/Firm	(802) 333-3150	unsubscribed

William Professional Services, Inc.



Wet Stormwater Native Grass Mix

[illegible]

Dry Stormwater Native Grass Mix

Study	Exposure level	Study time	Age, years	Sex, % female	Mean weight, kg	Mean height, cm	Mean BMI, kg/m ²
1	Low	1990-1991	18-24	50	65.5	165.5	24.2
2	Low	1990-1991	18-24	50	65.5	165.5	24.2
3	Low	1990-1991	18-24	50	65.5	165.5	24.2
4	Low	1990-1991	18-24	50	65.5	165.5	24.2
5	Low	1990-1991	18-24	50	65.5	165.5	24.2
6	Low	1990-1991	18-24	50	65.5	165.5	24.2
7	Low	1990-1991	18-24	50	65.5	165.5	24.2
8	Low	1990-1991	18-24	50	65.5	165.5	24.2
9	Low	1990-1991	18-24	50	65.5	165.5	24.2
10	Low	1990-1991	18-24	50	65.5	165.5	24.2
11	Low	1990-1991	18-24	50	65.5	165.5	24.2
12	Low	1990-1991	18-24	50	65.5	165.5	24.2
13	Low	1990-1991	18-24	50	65.5	165.5	24.2
14	Low	1990-1991	18-24	50	65.5	165.5	24.2
15	Low	1990-1991	18-24	50	65.5	165.5	24.2
16	Low	1990-1991	18-24	50	65.5	165.5	24.2
17	Low	1990-1991	18-24	50	65.5	165.5	24.2
18	Low	1990-1991	18-24	50	65.5	165.5	24.2
19	Low	1990-1991	18-24	50	65.5	165.5	24.2
20	Low	1990-1991	18-24	50	65.5	165.5	24.2
21	Low	1990-1991	18-24	50	65.5	165.5	24.2
22	Low	1990-1991	18-24	50	65.5	165.5	24.2
23	Low	1990-1991	18-24	50	65.5	165.5	24.2
24	Low	1990-1991	18-24	50	65.5	165.5	24.2
25	Low	1990-1991	18-24	50	65.5	165.5	24.2
26	Low	1990-1991	18-24	50	65.5	165.5	24.2
27	Low	1990-1991	18-24	50	65.5	165.5	24.2
28	Low	1990-1991	18-24	50	65.5	165.5	24.2
29	Low	1990-1991	18-24	50	65.5	165.5	24.2
30	Low	1990-1991	18-24	50	65.5	165.5	24.2
31	Low	1990-1991	18-24	50	65.5	165.5	24.2
32	Low	1990-1991	18-24	50	65.5	165.5	24.2
33	Low	1990-1991	18-24	50	65.5	165.5	24.2
34	Low	1990-1991	18-24	50	65.5	165.5	24.2
35	Low	1990-1991	18-24	50	65.5	165.5	24.2
36	Low	1990-1991	18-24	50	65.5	165.5	24.2
37	Low	1990-1991	18-24	50	65.5	165.5	24.2
38	Low	1990-1991	18-24	50	65.5	165.5	24.2
39	Low	1990-1991	18-24	50	65.5	165.5	24.2
40	Low	1990-1991	18-24	50	65.5	165.5	24.2
41	Low	1990-1991	18-24	50	65.5	165.5	24.2
42	Low	1990-1991	18-24	50	65.5	165.5	24.2
43	Low	1990-1991	18-24	50	65.5	165.5	24.2
44	Low	1990-1991	18-24	50	65.5	165.5	24.2
45	Low	1990-1991	18-24	50	65.5	165.5	24.2
46	Low	1990-1991	18-24	50	65.5	165.5	24.2

Dry Prairie Native Grass Mix

24-00	Customer Name	Invoice Number	Invoice Date	Invoice Amount	Due Date	Days in Arrears
	John Doe Corp	1000000001	1-1-2010	1.00	1-15-2010	0
	John Doe Corp	1000000002	1-15-2010	1.00	1-30-2010	0
	John Doe Corp	1000000003	2-1-2010	1.00	2-15-2010	0
	John Doe Corp	1000000004	2-15-2010	1.00	2-28-2010	0
	John Doe Corp	1000000005	3-1-2010	1.00	3-15-2010	0
	John Doe Corp	1000000006	3-15-2010	1.00	3-31-2010	0
	John Doe Corp	1000000007	4-1-2010	1.00	4-15-2010	0
	John Doe Corp	1000000008	4-15-2010	1.00	4-30-2010	0
	John Doe Corp	1000000009	5-1-2010	1.00	5-15-2010	0
	John Doe Corp	1000000010	5-15-2010	1.00	5-31-2010	0
	John Doe Corp	1000000011	6-1-2010	1.00	6-15-2010	0
	John Doe Corp	1000000012	6-15-2010	1.00	6-30-2010	0
	John Doe Corp	1000000013	7-1-2010	1.00	7-15-2010	0
	John Doe Corp	1000000014	7-15-2010	1.00	7-31-2010	0
	John Doe Corp	1000000015	8-1-2010	1.00	8-15-2010	0
	John Doe Corp	1000000016	8-15-2010	1.00	8-31-2010	0
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The following table shows the results of the survey, which was conducted in 1998. The table is divided into two main sections: "General Information" and "Attitudes Toward the Environment." The "General Information" section includes data on the respondents' age, gender, and education level. The "Attitudes Toward the Environment" section includes data on the respondents' attitudes toward various environmental issues, such as air pollution, water pollution, and global warming.

General Information	Attitudes Toward the Environment
Age	Air Pollution
Gender	Water Pollution
Education Level	Global Warming

The results of the survey indicate that the majority of respondents are concerned about environmental issues. For example, 85% of respondents believe that air pollution is a serious problem, and 78% believe that water pollution is a serious problem. Additionally, 65% of respondents believe that global warming is a real and serious threat to the environment.

The survey also found that respondents with higher education levels are more likely to be concerned about environmental issues. For example, 92% of respondents with a college degree or higher believe that air pollution is a serious problem, compared to 78% of respondents with a high school diploma or less.

Overall, the survey results suggest that there is a strong public concern about environmental issues, and that this concern is likely to increase as the public becomes more aware of the risks posed by climate change and other environmental threats.

Phase 1 Final Plant Schedule

[illegible]

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

Phase 2 Final Plant Schedule

[illegible]

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

Landscaping Requirement Calculations

[illegible][illegible]

TECHNICAL ADVISORY BOARD: 1995-1996

Downloaded from <http://ajphaphysocpharm.sagepub.com/> at 11:06 11 November 2014

1720 / *Mathematics*

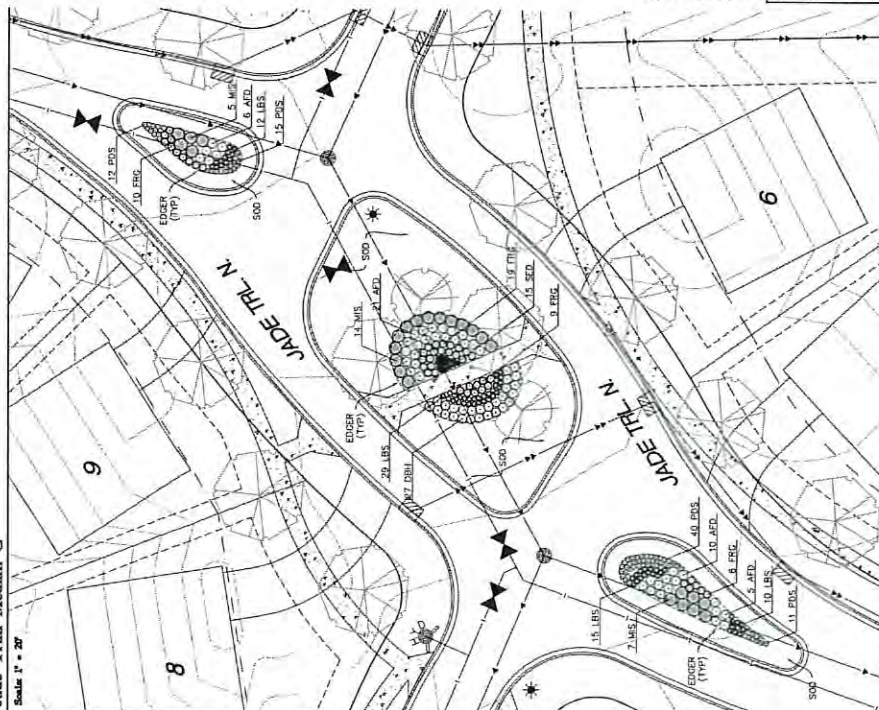
The Excelsior Group, LLC
11435 Viking Dr. Suite 259
Edina Prairie, MN 55344

Final Landscape Plan

Lake Elmo, Minnesota

Jade Trail Median C

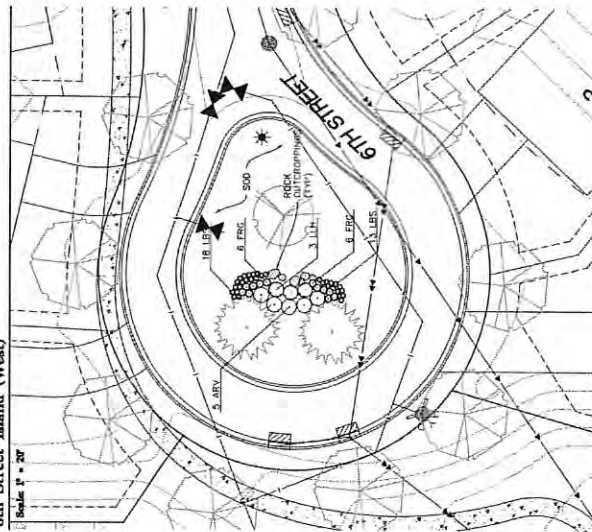
Jade Trail Median C



CODE	QTY	COMMON BOTANICAL NAME	SIZE	GRADING A/B
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[illegible]

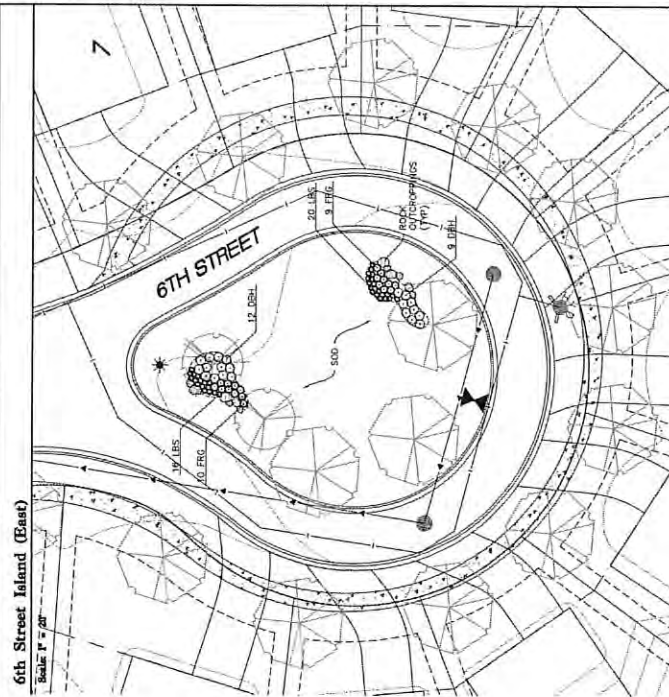
NOTE: QUANTITIES ON PLAN SUPERSEDE LIST QUANTITIES IN THE EVENT OF A DISCREPANCY.



CODE	QTY.	COMMON/ROTATIONAL NAME	SIZE	SPACING O.C.
------	------	------------------------	------	--------------

CODE	QTY.	COMMON/BOTANICAL NAME	SIZE	SPACING O.C.
ASV	5	Artemisia vulgaris / Wormwood dentatum	1/2 CONT.	5'-0" O.C.
FLM	3	Lespedeza bicolor / Hairybush	1/2 CONT.	5'-0" O.C.
LH3	12	Lespedeza bicolor / Hairybush	1/2 CONT.	18" O.C.
LBS	31	Lespedeza bicolor / Hairybush	1/2 CONT.	18" O.C.

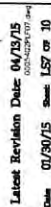
NOTE: QUANTITIES ON PLAN SUPERSEDE LIST QUANTITIES IN THE EVENT OF A DISCREPANCY.



CODE	QTY.	COMMON/BOTANICAL NAME	SIZE	SPACING O.C.
------	------	-----------------------	------	--------------

DBH	21	Dwarf Bush Honeyuckle / <i>Dircaea kneri</i>	fls. CONT.	3-9" O.C.
FRG	19	Karl Foerster Feather Reed Grass / <i>Calamagrostis x acutillula</i> 'Karl Foerster'	fl. CONT.	16" O.C.
LOB	36	Blue Haven Bluestem Grass / <i>Scirpalophyllum scoparium</i> 'MistBlue A'	fl. CONT.	18" O.C.

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



Boulder Ponds
Lake Shum, Minnesota

The Excelsior Group, LLC
11495 Viking Dr. Suite 350
Eden Prairie, MN 55344

Prepared for:

Endpoints: CLM
 Standard: CLM
 Element: STC
 Revised, Changing, In/Minor _____

Beobachtung:
04/03/16 - 014 Gammastis

I hereby certify that this plan was prepared by me or under my
 personal supervision and that I am a duly licensed LABORER
 LICENSEE under the laws of the State of Arkansas.

[Signature]
 Carl Mayberry 04/13/03 26907

Westwood

Phone: (862) 937-5131
Fax: (862) 937-5624
Toll Free: (866) 937-5131
westwood@ps.com

Westwood Professional Services, Inc.

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, watermain 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)
COUNTY OF _____) (ss.

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 be 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

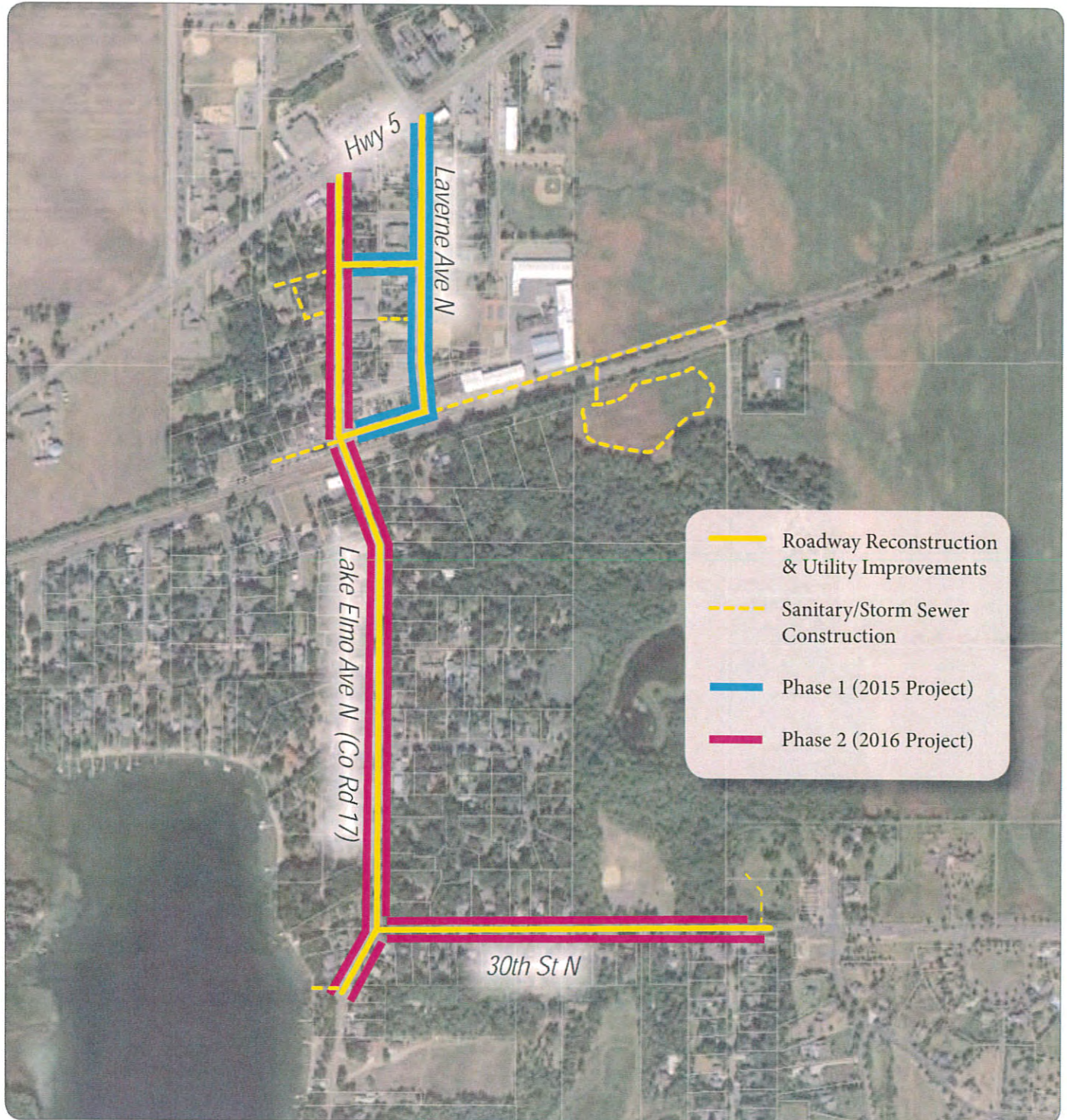
Attest:

Adam Bell, City Clerk

LAKE ELMO AVENUE (CSAH 17)

Corridor Management and Safety Improvement Project

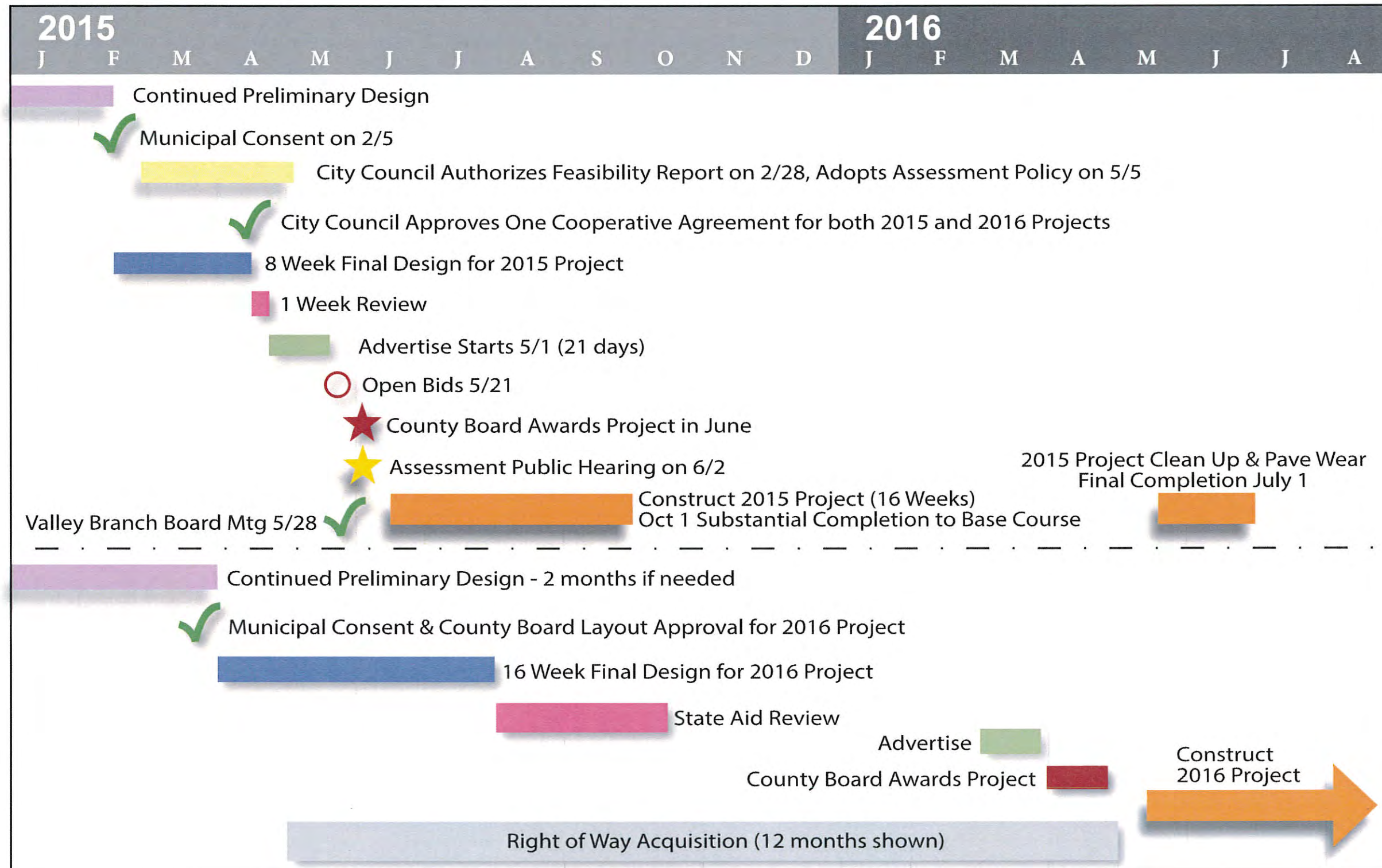
Project Location & Phasing Map



LAKE ELMO AVENUE (CSAH 17)

Corridor Management and Safety Improvement Project

Project Schedule & Key Milestones



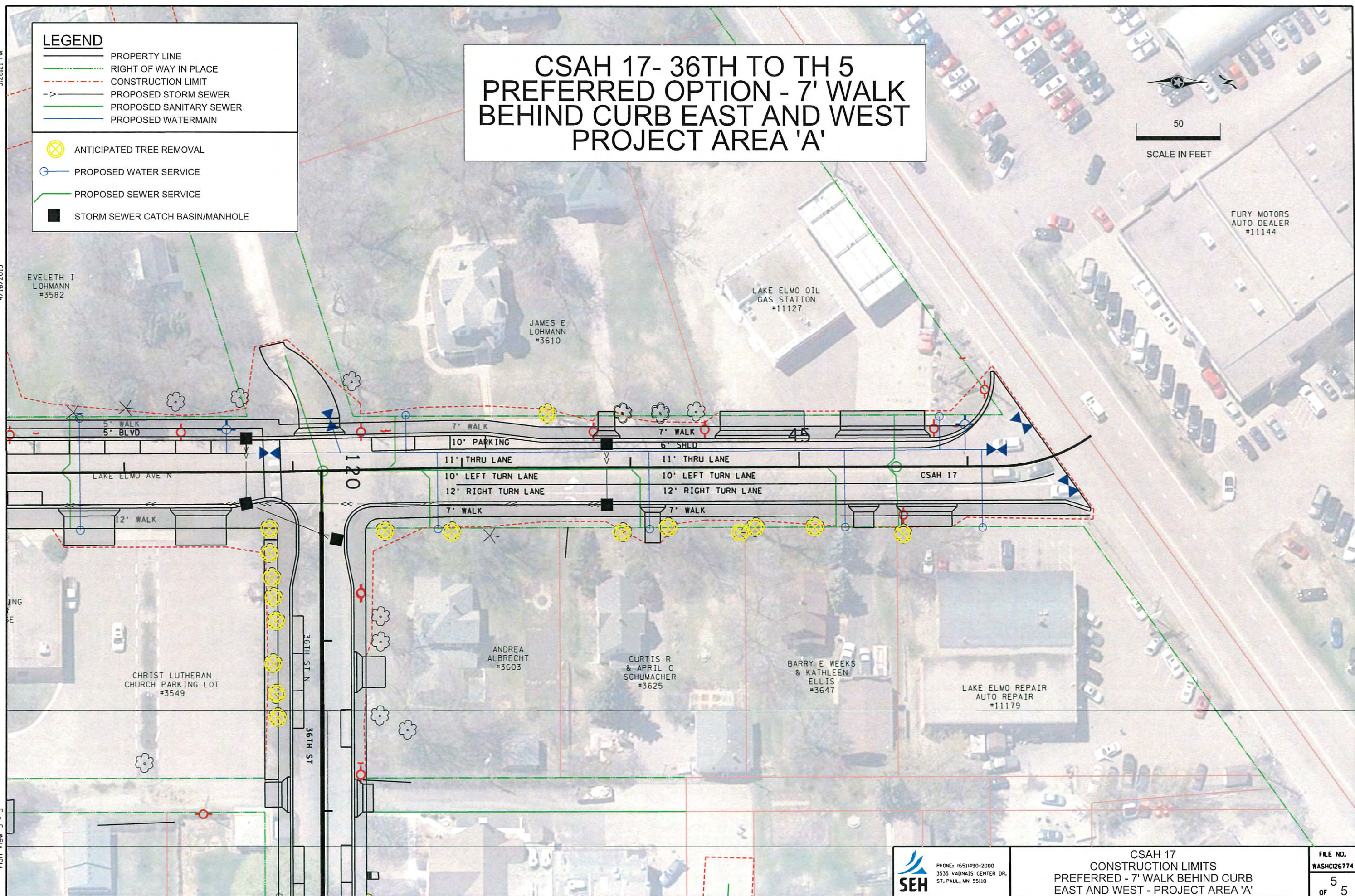
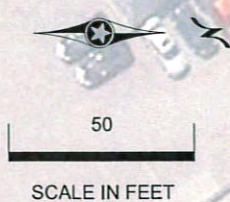
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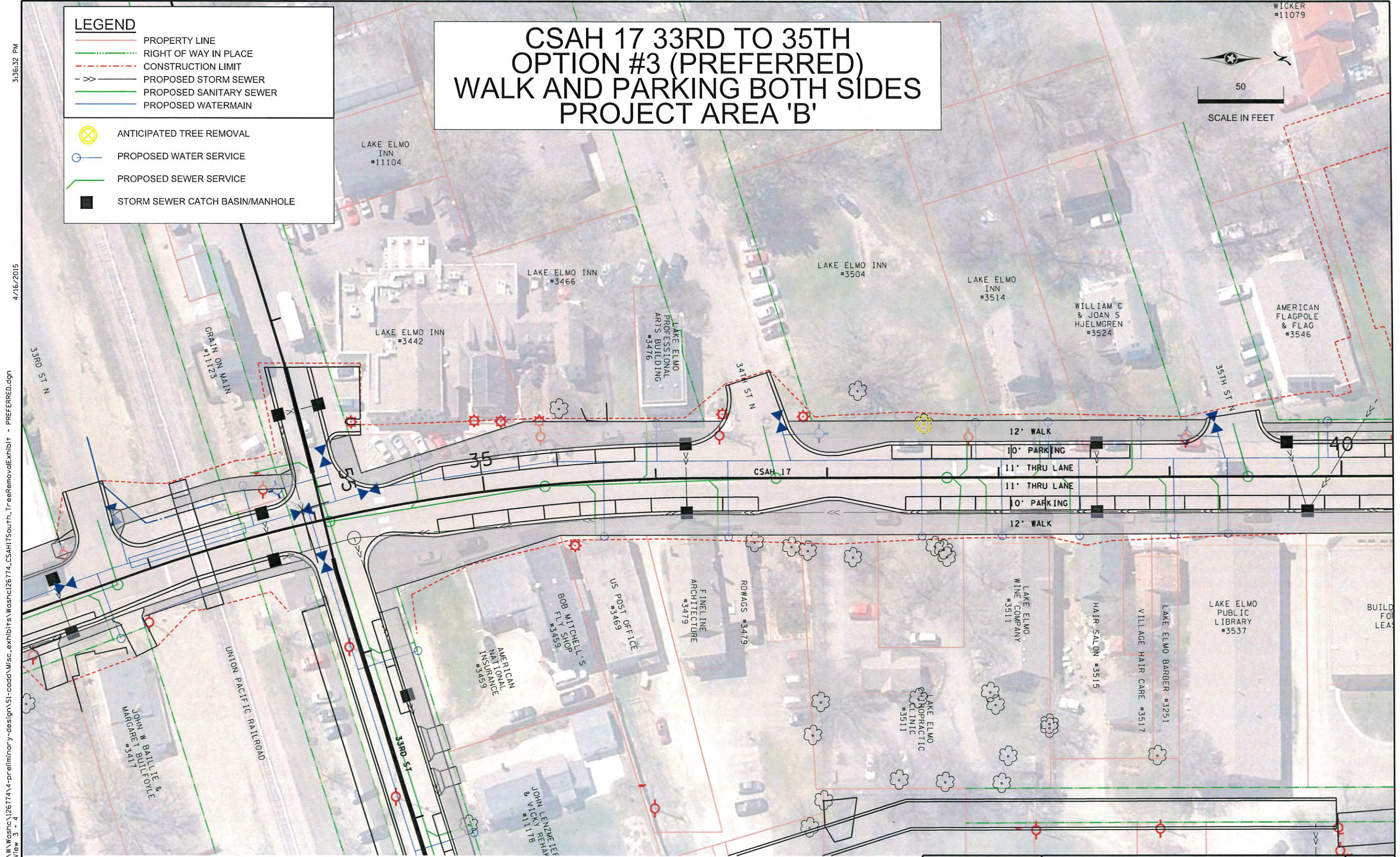
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- RIGHT OF WAY IN PLACE
- CONSTRUCTION LIMIT
- PROPOSED STORM SEWER
- PROPOSED SANITARY SEWER
- PROPOSED WATERMAIN

- 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'**

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SCALE IN FEET

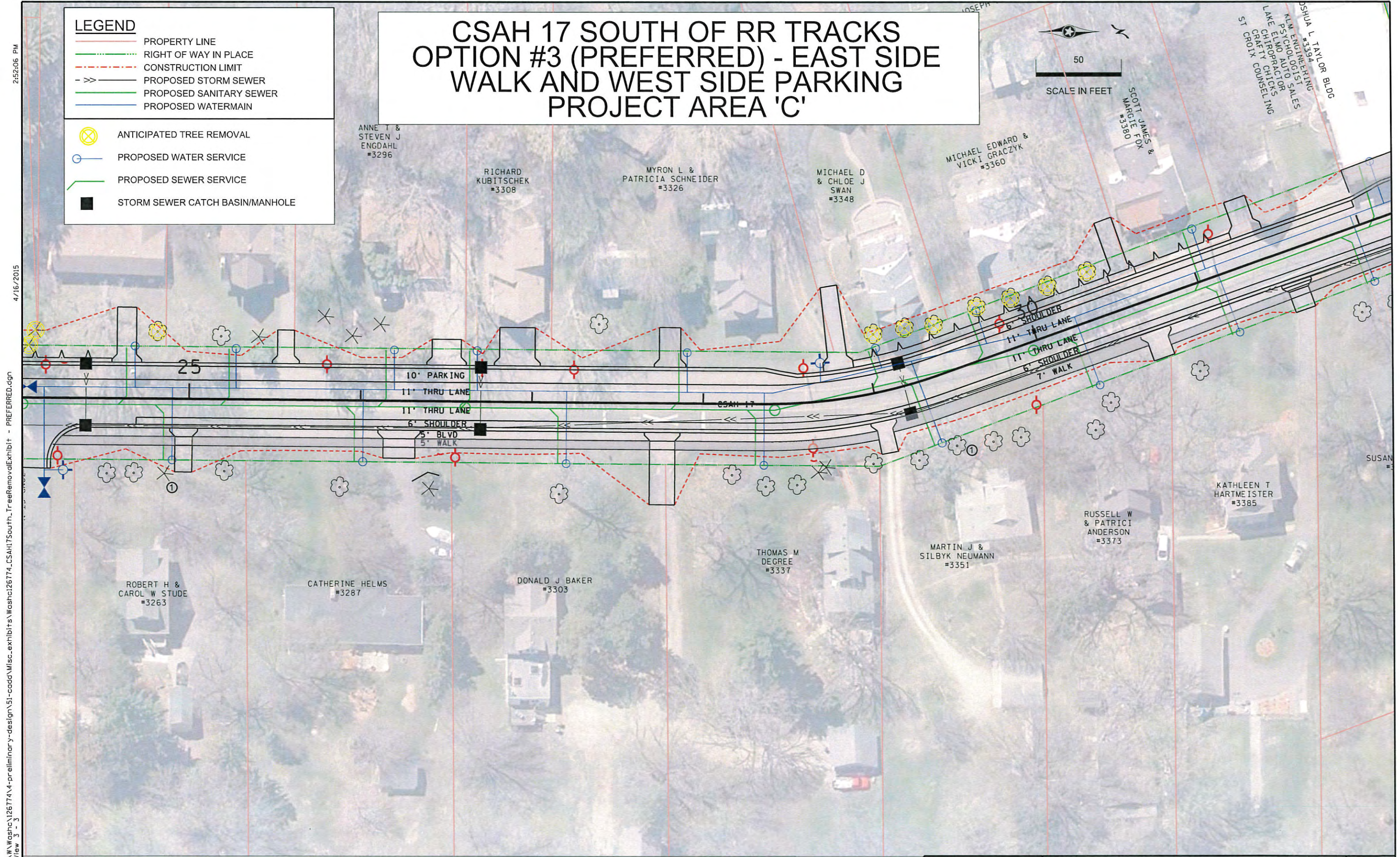
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SEH
PHONE: (651)490-2000
3535 VADNAIS CENTER DR.
ST. PAUL, MN 55110

LAKE ELMO, OLD VILLAGE 2016 CONSTRUCTION
OPTION #3 (PREFERRED) - WALK AND
PARKING BOTH SIDES - PROJECT AREA 'B'
CSAH 17

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① TREE SAVED FROM OPTION 1

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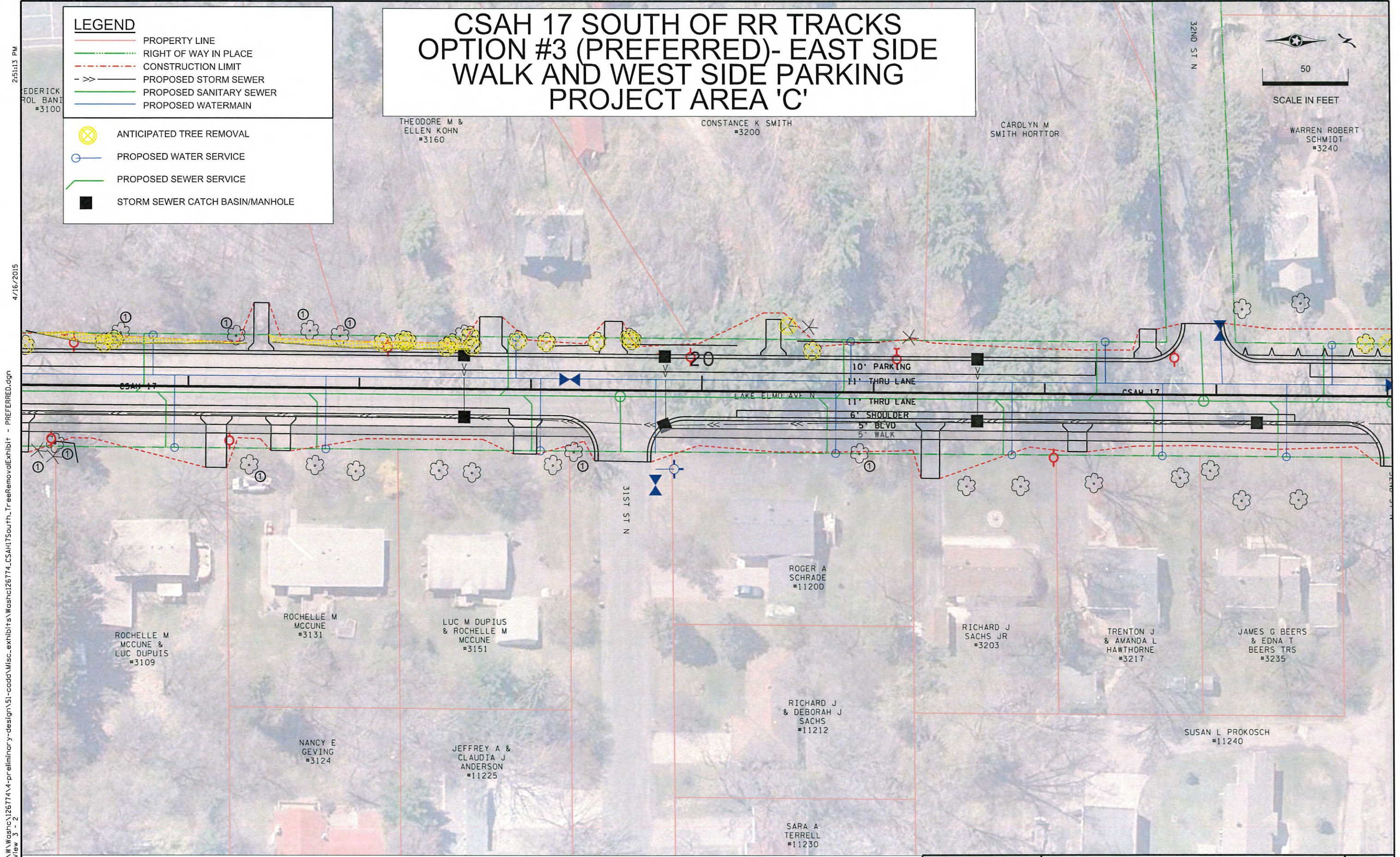
PHONE: (651)490-2000
3535 VADNAIS CENTER DR.
ST. PAUL, MN 55110

LAKE ELMO, OLD VILLAGE 2016 CONSTRUCTION
OPTION #3 (PREFERRED) - EAST SIDE WALK AND
WEST SIDE PARKING - PROJECT AREA 'C'

CSAH 17

FILE NO.
WASHC126774

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OF 5



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 SOUTH OF RR TRACKS OPTION #3 (PREFERRED)- EAST SIDE WALK AND WEST SIDE PARKING PROJECT AREA 'C'

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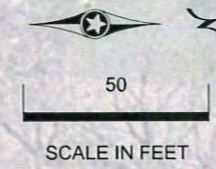
① TREE SAVED FROM OPTION 1

PHONE: (651)490-2000
3535 VADNAIS CENTER DR.
ST. PAUL, MN 55110

LAKE ELMO, OLD VILLAGE 2016 CONSTRUCTION
OPTION #3 (PREFERRED) - EAST SIDE WALK AND
WEST SIDE PARKING - PROJECT AREA 'C'
CSAH 17

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CSAH 17 SOUTH OF RR TRACKS OPTION #3 (PREFERRED) - EAST SIDE WALK AND WEST SIDE PARKING PROJECT AREA 'C'



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LEGEND

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- 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

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OF 5

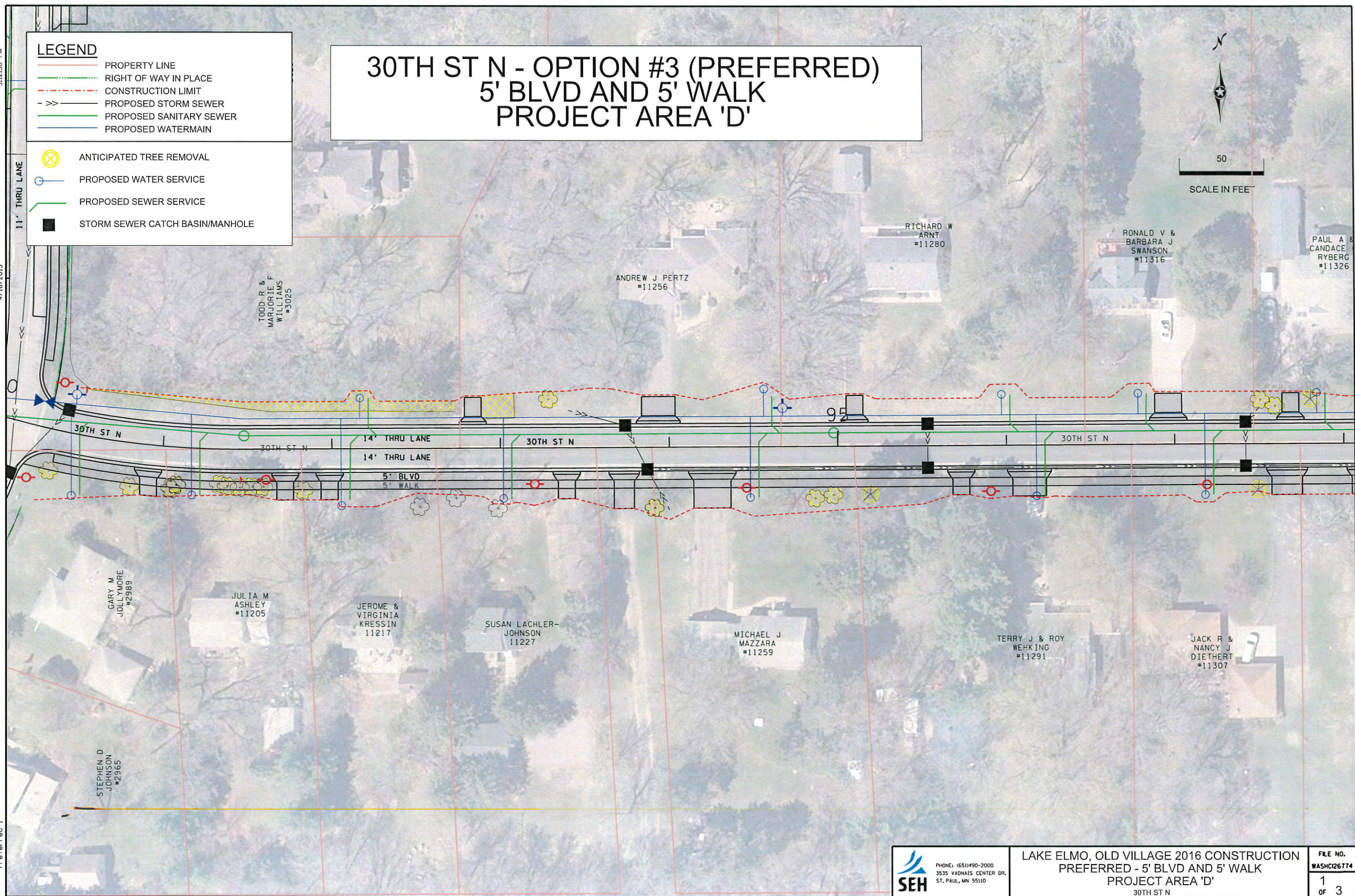
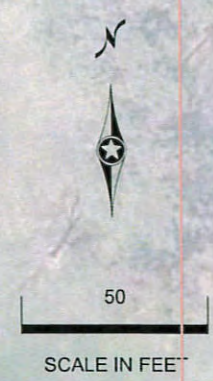
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- PROPOSED SANITARY SEWER
- PROPOSED WATERMAIN

- 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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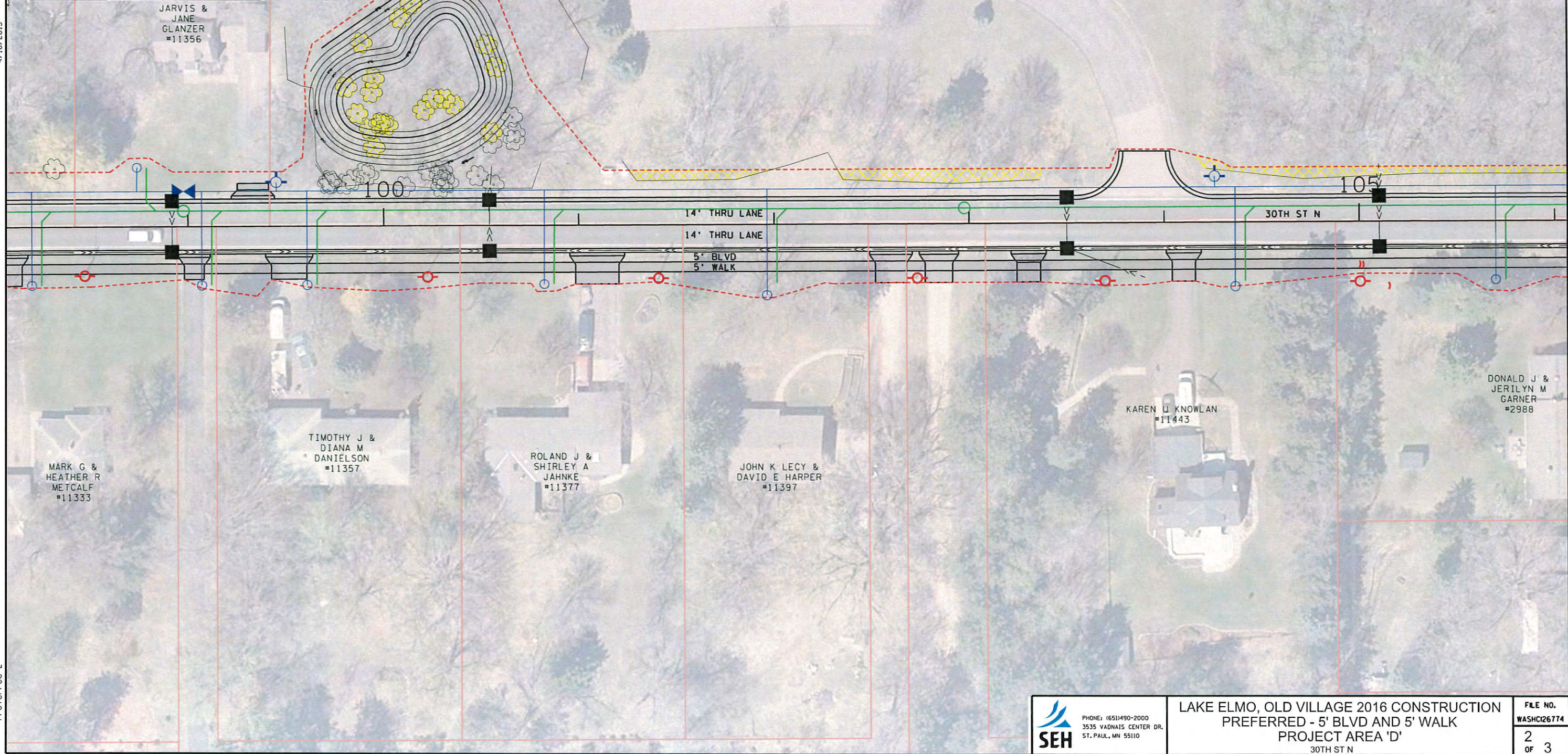
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- PROPOSED WATERMAIN

- 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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LEGEND

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- 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

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SCALE IN FEET

KEVIN T &
AMY B
DICKENSON
#11520

ELMO VIEW
TOWNHOUSE
ASSOCIATION

SUSAN D CORCORAN
#2955

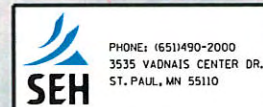
NORTHERN
NATURAL
GAS
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HERITAGE FARMS
HOMEOWNER
ASSOCIATION

HERITAGE FARMS
HOMEOWNER
ASSOCIATION

LISBON AVE N

LEGION AVE N



LAKE ELMO, OLD VILLAGE 2016 CONSTRUCTION
PREFERRED - 5' BLVD AND 5' WALK
PROJECT AREA 'D'
30TH ST N

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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

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:

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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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:

Surveys

1. Would you be in favor of the City installing a sidewalk on the south side of 30th Street?
☒ Yes ☐ No ☐ Undecided

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☒ 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:

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:

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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: 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 both 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 street it has the park. Thanking R. T. K.

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 don't want to have to do the maintenance on the side walk in the winter. I think it just fine 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 ☐ Not Applicable

3. Additional Comments/Suggestions:

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☐ Yes ☐ No ☐ Undecided ☐ Not Applicable

3. Additional Comments/Suggestions:

① Clear out Trees + Brush in front of Park so park is into full 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:

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☐ Yes ☒ No ☐ Undecided ☐ Not Applicable
3. Additional Comments/Suggestions:

THE PROPERTY WOULD TAKE OUT
VALUED TREES, CAUSE A CRASH
FOR SHORING THE SIDEWALK
AND ADD COST OF TAXES WHERE THE
EXPENSIVE SEWER.
PUT IT ON THE NORTH SIDE
OF 30th

Surveys

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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

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☒ Yes ☐ No ☐ Undecided ☐ Not Applicable

3. Additional Comments/Suggestions:

It is needed for safety and to be connected to the village!

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☐ 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

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3. Additional Comments/Suggestions:

MORE SIDEWALKS, TRAILS, PATHS
 WOULD BE GREATLY APPRECIATED.

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☐ Yes ☐ No ☐ Undecided ☒ Not Applicable

3. Additional Comments/Suggestions:

Surveys

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3. Additional Comments/Suggestions:

This would make 30th a more safe walking/biking road.

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☐ 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.*

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☐ 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

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☐ 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

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3. Additional Comments/Suggestions:

A sidewalk along 30th Street would greatly improve the safety of both bikers and pet walkers

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☐ 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

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☐ 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.

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☐ Yes ☐ No ☐ Undecided ☒ Not Applicable

3. Additional Comments/Suggestions:

either side

Surveys

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☐ 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!

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☐ 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

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☒ 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

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☒ Yes ☐ No ☐ Undecided ☐ Not Applicable
3. Additional Comments/Suggestions:

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☐ 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 ☒ 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!

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☐ 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!

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☒ Yes ☐ No ☐ Undecided ☐ Not Applicable

3. Additional Comments/Suggestions:

Shovel or plow in the winter!

Surveys

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☐ 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.

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☐ 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.

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☒ 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!