THE CITY OF LAKE ELMO

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

NOTICE OF MEETING

City Council Meeting

Tuesday, May 19, 2015 7:00 P.M.

City of Lake Elmo | 3800 Laverne Avenue North

Agenda

A. Call to Order **7:00 PM**

B. Pledge of Allegiance

C. Roll Call / Order of Business

D. Approval of Agenda

E. Accept Minutes **7:05 PM**

1. Approve April 21, 2015 City Council Meeting Minutes

F. Council Reports

G. Presentations/Public Comments/Inquiries **7:15 PM**

2. Fire Department POC Recruits/Promotion to Lt.
3. Trunk Highway 5 Turn-back – Resolution of Support; ***Resolution No. 2015-35***
4. Presentation / Approval of 2014 Financial Audit / CAFR

H. Finance Consent Agenda **7:50 PM**

5. Approve Payment of Disbursements and Payroll
6. Accept Finance Report dated April 30, 2015
7. Accept Building Report dated April 30, 2015
8. Accept Assessors Report dated April 30, 2015
9. 39th Street N: Street & Sanitary Sewer Improvements – Pay Request No. 4
10. 2015 Seal Coat Project – Accept Bids and Award Contract; ***Resolution No. 2015-36***
11. Council Compensation Payment Schedule Policy *(Smith Request)*

I. Other Consent Agenda **8:00 PM**

12. Encroachment Agreement – 5500 Hilltop Avenue North
13. Encroachment Agreement – 9906 Tapestry Road North
14. Encroachment Agreement – 11647 58th Street North
15. Washington County and St. Croix County Fire Mutual Agreement
16. United Land/Bremer Bank Minor Subdivision; ***Resolution No. 2015-37***
17. Resolution Approving Master Subscriber Agreement for Minnesota Court Data Services for Governmental Agencies and Request Form for Minnesota Governmental Access (MGA) Login Account; ***Resolution No. 2015-38***

J. Regular Agenda **8:05 PM**

18. Downtown Street, Drainage and Utility Improvements – Accept Report, Call Improvement Hearing; ***Resolution No. 2015-39***
19. Inwood Final Plat and Final PUD Plans; ***Resolution No. 2015-40, Ordinance 08-120***
20. Inwood Developers Agreement; ***Resolution No. 2015-41***
21. Approve Purchase of Spraypatcher
22. Affirm 2014 Council Approval of Pay Increase for City Administrator *(Mayor Request Per Council)*
23. Request to Fill the Taxpayer Relations Coordinator / Receptionist Positions *(Mayor Request)*
24. Future Growth Strategy / Phasing Plan Policy *(Fliflet Request)*

K. Staff Reports and Announcements **10:00 PM**

L. Adjourn

CITY OF LAKE ELMO
CITY COUNCIL MINUTES
APRIL 21, 2015

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

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

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

PLEDGE OF ALLIGENCE

APPROVAL OF AGENDA

Council Member Bloyer pulled Item 14 from the agenda. Associate City Attorney Brekken requested Item 10 be postponed and placed on next city council agenda as a closed session. Council Member Fliflet pulled Items 6, 7, and 8 for discussion.

MOTION: *Council Member Lundgren moved* ***TO APPROVE THE APRIL 21, 2015 CITY COUNCIL AGENDA AS AMENDED.*** *Mayor Pearson seconded the motion.* ***MOTION PASSED 5-0***

ITEM 1: ACCEPT MINUTES

THE MARCH 24, 2015 SPECIAL CITY COUNCIL MINUTES WERE APPROVED AS PRESENTED BY CONSENSUS.

COUNCIL REPORTS:

Mayor Pearson: attended Gateway Corridor meetings.

City Administrator Zuleger spoke about MetCo population projection reduction. Lake Elmo was reduced to 18,200 population target by 2040.

Council Member Bloyer: attended Gateway Corridor meetings; spoke about lake treatment for milfoil. Lake Elmo will not receive any grants in 2015; he spoke about previous comments on developments, densities, and council votes. He asked for the Council to respect staff.

Council Member Lundgren: farmers market meeting. It will start out on Lake Elmo Ave; attended Rotary Club meeting; Sunfish Lake nature event on 5/16. Spoke about solar gardens and the possibility of installing them in Lake Elmo; attended Gateway Corridor workshop. The Council Driven Workshop will be on 5/21.

Council Member Fliflet: attended Gateway Corridor workshop; attended Finance Committee meeting. They are working on assessment policy for downtown; reported updated library card reimbursement process with Washington County.

MOTION: *Council Member Fliflet moved* ***TO HAVE COUNCIL RECEIVE DRAFT AGENDA 3 DAYS BEFORE FINAL AGENDA IS SET AND RECEIVE FINAL AGENDA 24 HOURS BEFORE PACKET IS DISTRIBUTED.*** *Council Member Lundgren seconded the motion.*

The Council discussed the agenda process.

MOTION PASSED 3-2 (Pearson/Bloyer – Nay).

Council Member Smith: thanked gateway corridor meeting attendees/presenters; thanked everyone involved in progress with library-County relations; spoke about developments, densities, and votes.

PUBLIC COMMENTS/INQUIRIES

None

PROCLAMATION - ARBOR DAY PROCLAMATION

Mayor Pearson read the Arbor Day proclamation.

FINANCE CONSENT AGENDA

2. Approve Payment of Disbursements and Payroll in the amount of $383,951.46
3. Accept Finance Report dated March 31, 2015
4. Accept Building Report dated March 31, 2015
5. Accept Assessors Report dated March 31, 2015

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

OTHER CONSENT AGENDA

6. ~~Zoning Map Amendment – Perfecting Amendments,~~ **~~Ordinance 08-117~~** *Pulled for discussion*
7. ~~Easton Village Developer Agreement – Confirm Final Revisions and Assign Agreement to OP4 Easton Village, LLC~~ *Pulled for discussion*
8. ~~Sign Variance – 8515 Eagle Point Boulevard;~~ **~~Resolution No. 2015-2~~**8 *Pulled for discussion*
9. 2015 Crack Seal Project – Receive Contractor Quotes and Award Contract

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

ITEM 6: ZONING MAP AMENDMENT – PERFECTING AMENDMENTS, ORD. 08-117

Community Development Director Klatt explained the process for the zoning map amendments. Areas that do not have municipal services are not changed until there is a project associated with that area. Areas that do have projects are changed as the projects move forward. Specific proposed changes in the Village involved in this amendment were further explained.

MOTION: *Mayor Pearson moved* ***TO ADOPT ORDINANCE. 08-117, ADOPTING A REVISED ZONING MAP FOR THE CITY OF LAKE ELMO.*** *Council Member Fliflet seconded the motion.* ***MOTION PASSED 5-0.***

ITEM 7: EASTON VILLAGE DEVELOPER AGREEMENT – CONFIRM FINAL REVISIONS AND ASSIGN AGREEMENT TO OP4 EASTON VILLAGE, LLC

City Administrator Zuleger explained the assignment. Easton Village LLC is planning to assign the development to Excelsior Group. Council Member Fliflet asked about Page 14, Sections 29.A, B, C. Mr. Klatt explained the calculations and the estimated railroad costs. The Railroad cost estimates were discussed. Crossing estimates came in at about $500,000. Safe Crossing costs were discussed. It would be closer to $650,000.

MOTION: *Council Member Bloyer moved* ***TO AFFIRM THE FINAL LANGUAGE TO BE INCLUDED IN THE DEVELOPER'S AGREEMENT FOR EASTON VILLAGE AND TO APPROVE A POTENTIAL ASSIGNMENT OF THE AGREEMENT FROM EASTON VILLAGE, LLC TO OP4 EASTON VILLAGE, LCC UPON THE FINALIZATION OF AN AGREEMENT TO PURCHASE THE SUBJECT PROPERTY.*** *Mayor Pearson seconded the motion.*

Council Member Smith wants to amend the crossing costs to $650K to be able to have a safe crossing. It was noted that the Lake Elmo Ave crossing will have more traffic, but that will not have a safe crossing retrofitted. Council Member Fliflet wants the record to reflect that her interest is in having a safe crossing.

MOTION PASSED 5-0.

ITEM 8 SIGN VARIANCE – 8515 EAGLE POINT BOULEVARD; RESOLUTION NO. 2015-2

The reasons for the variance request were explained. There is a drainage easement, which causes the sign to be set further back on Inwood Ave and the topography is lower.

MOTION: *Council Member Fliflet moved* ***TO ADOPT RESOLUTION NO. 2015-28, APPROVING A VARIANCE TO ALLOW FOR THE CONSTRUCTION OF A 16-FOOT TALL GROUND SIGN ALONG INWOOD AVE. N. AT THE EAGLE POINT MEDICAL CENTER.*** *Council Member Lundgren seconded the motion.* ***MOTION PASSED 5-0.***

REGULAR AGENDA

ITEM 10: APPROVE LITIGATION VERSUS *PRIORITY ONE INC.*

Postponed to 5/5/15

ITEM 11: BOULDER PONDS ZONING MAP AMENDMENT, FINAL PLAT AND FINAL PUD PLAN; *RESOLUTION NO. 2015-24, ORDINANCE 08-118*

City Planner Johnson presented the proposed boulder ponds final plat. The proposal includes 47 single family homes. The street names were discussed. It was explained that the street names can be addressed prior to recording the final plat.

MOTION: *Council Member Fliflet moved* ***TO ADOPT ORDINANCE 08-118, APPROVING THE ZONING MAP AMENDMENT FOR THE BOULDER PONDS PLANNED RESIDENTIAL DEVELOPMENT.*** *Council Member Lundgren seconded the motion.* ***MOTION PASSED 5-0.***

MOTION: *Council Member Fliflet moved* ***TO ADOPT RESOLUTION 2015-24, APPROVING THE FINAL PLAT AND FINAL PUD PLAN FOR THE BOULDER PONDS PLANNED RESIDENTIAL DEVELOPMENT, WITH ADDITIONAL CONDITION THAT THE 6TH ST NAME BE CONSIDERED FOR CHANGE WITH DISCUSSION BY ALL APPROPRIATE PARTIES.*** *Council Member Smith seconded the motion.*

Council Member Smith spoke about difficulties in her neighborhood due to street names. Deb Ridgeway, the developer, expressed her desire to expedite the process. Street names were further discussed. Council Member Fliflet clarified her motion: as long the street in question is named something other than 6th St, she is fine with what is selected.

MOTION PASSED 3-2 (Pearson/Bloyer – Nay).

ITEM 12: BOULDER PONDS DEVELOPER AGREEMENT; *RESOLUTION NO. 2015-25*

City Planner Johnson presented the proposed developer agreement. There are two payment/credit issues. The first being the cost of the sanitary sewer oversizing being paid back to the developer, and the second being the credit for the acquisition of necessary right-of-way for the 5th St minor collector road. The Council discussed the ROW credit and the oversizing of sewer pipes. It was explained that the ROW credit was the best compromise option as the other options would be much more expensive and involve other practical challenges.

Ben Schmidt from the Excelsior Group stated that Lake Elmo's developer agreement is toughest he has ever seen. It is very difficult to comply with and make the development work.

MOTION: *Council Member Smith moved* ***TO ADOPT RESOLUTION NO. 2015-25, APPROVING THE DEVELOPER'S AGREEMENT FOR THE BOULDER PONDS PLANNED RESIDENTIAL DEVELOPMENT.*** *Council Member Bloyer seconded the motion.*

Council Member Fliflet does not support the agreement because of the credit amount. The credit was discussed. It will come out of the parkland dedication amount. Ms. Fliflet wants 5th street to be paid entirely by the developer. She also wants the developer agreement negotiations to include Council input prior to submittal for approval. City Engineer Griffin noted that 5th St was placed on transportation plan and expected to be a shared cost. The 100% developer paid expectation may include future "pinch points" and

the city having to pay for them. City Administrator Zuleger explained the process used to arrive at the agreement. The Park Commission wanted to keep Stonegate Park intact.

MOTION PASSED 4-1 (Fliflet – Nay)

Meeting recessed at 8:58 pm. Meeting reconvened at 9:05 pm.

ITEM 13: MUNICIPAL CONSENT – PHASE II DOWNTOWN STREET AND UTILITY PROJECT; *RESOLUTION NO. 2015-27*

City Planner Johnson presented background of project. Washington County's Frank Ticknor explained the public engagement, goals, and preliminary design. Mr. Ticknor went through the preferred alternatives. The 30th street options were described.

The key decision points were presented: 1) preliminary road designs for areas A-D; and 2) stormwater management facilities. It was noted that the overhead utilities did not need to be decided at this point. If included, it can be pulled out later. The next steps were outlined. Mr. Johnson explained the bases for the staff recommendations.

It was noted that the City's minimum size for septic systems is 24,000 square feet.

Why this project was moved up in the schedule was explained. The growing issue of septic problems in the village precipitated this being advanced. It was explained the County would not have been a full reconstruct if the City did not participate. It was explained that if the street not reconstructed now, the eventual utility infrastructure would include greater costs for the city. The responsiveness of the staff and County to concerns about trees was noted. The inclusion of sidewalks was discussed.

MOTION: *Council Member Bloyer moved* ***TO APPROVE 30TH STREET OPTION #2. Motion fails for lack of second.***

The fiscal impact was discussed. Mr. Zuleger explained the impact of the County repayment plan.

Tim Danielson, 11357 30th St, is frustrated by Council indecision. He wants more safety considerations instead of discussing sidewalks.

MOTION: *Council Member Smith moved* ***TO ADOPT RESOLUTION 2015-27, APPROVING MUNICIPAL CONSENT FOR PHASE II OF THE DOWNTOWN STREET AND UTILITY PROJECT.*** *Council Member Lundgren seconded the motion.*

Project Areas Breakdown:

Area A: ***MOTION:*** *Council Member Bloyer moved* ***TO ADOPT PROJECT AREA A WITH OPTION #2.*** *Council Member Smith seconded the motion.*

The width of sidewalks was discussed. Council Member Fliflet does not support taking more land from landowners.

MOTION PASSED 4-1 (Fliflet - Nay).

Area B: ***MOTION:*** *Mayor Pearson moved* ***TO ADOPT PROJECT AREA B AS SHOWN (OPTION #3).*** *Council Member Smith seconded the motion.* ***MOTION PASSED 5-0***

Area C: ***MOTION:*** *Council Member Smith moved* ***TO ADOPT PROJECT AREA C.*** *Mayor Pearson seconded the motion.* ***MOTION PASSED 4-1 (Bloyer - Nay)***

Area D: Mayor Pearson wants to do it right if the City is going to do it. He believes Option #3 offers best safety and better snow removal option. It also offers the best visual features. Council Member Smith agrees.

Mike Mazzara wants no sidewalks, but if there are going to be sidewalks, he is in favor of the 7' walk instead.

Council Member Fliflet supports the 7ft sidewalk because it would have less impact on landowners. Council Member Bloyer opposed to sidewalks, but if it is going to be done, it should be done right.

MOTION: *Council Member Bloyer moved* ***TO ADOPT PROJECT AREA D OPTION #3.*** *Council Member Smith seconded the motion.*

ROW acquisition was further explained. The City would have to purchase ROW with either walk option.

MOTION PASSED 3-2 (Fliflet/Lundgren – Nay)

Meeting recessed at 10:57 pm. Meeting reconvened at 11:01 pm.

~~**ITEM 14: RECONSIDERATION OF HR COMMITTEE ASSIGNMENTS**~~

Pulled from agenda by requestor Council Member Bloyer.

ITEM 15: FINANCE COMMITTEE APPOINTMENT

Finance Committee recommends appointing applicant Marilyn Banister to the Committee. She spent 20 years as City's finance director.

MOTION: *Council Member Fliflet moved* ***TO APPOINT MARILYN BANISTER TO THE LAKE ELMO FINANCE COMMITTEE.*** *Council Member Lundgren seconded the motion.* ***MOTION PASSED 5-0.***

ITEM 16: THIRD PARTY REVIEW OF FINANCES DISCUSSION

Mayor Pearson and Council Member Bloyer are in favor of having outside party do this work in order to free up staff time for other issues. Council Member Smith would like a party other than Northland Securities do the work. Council Member Fliflet opposed to this as she does not think this is needed. The Council discussed what actually is being proposed. The previous Committee actions and position on the item were discussed.

MOTION: *Mayor Pearson moved* ***TO SEND ITEM BACK TO FINANCE COMMITTEE AND ALLOW THE COMMITTEE TO DECIDE IF IT IS NEEDED.*** *Council Member Bloyer seconded the motion.* ***MOTION FAILED 2-3 (Smith/Fliflet/Lundgren – Nay).***

Tammy Malmquist, 8549 Ironwood Trail spoke about residents being tired of council behavior. She urged Council to conduct business respectfully. It appears that there is stuff to hide.

STAFF REPORTS & ANNOUNCEMENTS:

City Administrator Zuleger: The City of Pound, WI has offered to purchase City's old aerial fire truck; park commission meeting; working with east metro water commission.

City Clerk Bell: Local Board of Appeals and Equalization will meet tomorrow night April 22nd at 5:00pm in council chambers.

City Finance Director Bendel: Left room prior to reports.

City Attorney Brekken: No report.

Community Development Director Klatt: InWood final plat will be coming to Council at next meeting; MAC plan will be brought back in June.

City Engineer Griffin: 39th street and sewer project is progressing.

Mayor Pearson Adjourned the meeting at 11:29pm.

LAKE ELMO CITY COUNCIL

ATTEST:

_____
Mike Pearson, Mayor

_____
Adam R. Bell, City Clerk

THE CITY OF LAKE ELMO

MAYOR & COUNCIL COMMUNICATION

DATE: May 19, 2015
PRESENTATION ITEM # 2
PRESENTATIONS

AGENDA ITEM: Conditional Job Offer to New Recruits, Jeremy Penman, Brandan Peltier and Neil Fredrickson.

SUBMITTED BY: Greg Malmquist, Fire Chief

THROUGH: City Administrator, Dean Zuleger

REVIEWED BY: City Administrator, Dean Zuleger

SUGGESTED ORDER OF BUSINESS:

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

POLICY RECCOMENDER: Hiring process of fire department.

FISCAL IMPACT: Additional members on the payroll. Possible reimbursement to MBFTE if applicants does not successfully complete FFI/II training.

SUMMARY AND ACTION REQUESTED: Jeremy Penman, Brandan Peltier and Neil Fredrickson have completed the hiring process requirements to date. They have attended 3 dept training drills, completed a background check, successfully completed the dept. Ability Test as well as the interview process. Council is being asked to approve the next phase of the hiring process which is for the candidates to successfully complete a Pre-Placement physical exam and Psychological exam. Upon completion of these requirements, the applicants will be placed on Probation Status as Probationary Firefighters and begin their training.

LEGISLATIVE HISTORY: Established hiring process of the fire department.

BACKGROUND INFORMATION (SWOT):

Strengths	New recruits to help us achieve a full roster.
Weaknesses	Possibly "wash out" before completion of probationary period and dept. would be responsible to reimburse the MBFTE
Opportunities	Long term Firefighter to serve the community.
Threats	Retention

RECOMMENDATION:

MOTION to approve a Conditional Job Offer to New Recruits Jeremy Penman, Brandan Peltier and Neil Fredrickson pending the outcome of their Pre-Placement Physical Exams and Psychological Exams.

THE CITY OF LAKE ELMO

MAYOR & COUNCIL COMMUNICATION

DATE: May 19, 2015
PRESENTATION
ITEM # 2
OATH OF OFFICE

AGENDA ITEM: Fire Department – New Officer

SUBMITTED BY: Greg Malmquist, Fire Chief

THROUGH: City Administrator, Dean Zuleger

REVIEWED BY: City Administrator, Dean Zuleger

SUGGESTED ORDER OF BUSINESS:

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

POLICY RECCOMENDER: Fire Department Officer Structure

FISCAL IMPACT: No increase. Continuation of current Officer pay.

SUMMARY AND ACTION REQUESTED: As part of our recent officer restructuring, the Lieutenants positions were created. These positions are one year terms with a maximum of two years in the position. The purpose of this is to allow Firefighters the opportunity to experience being in a supervisory role as a line officer without the long term commitment and cost of training. This position will also allow us to create a pool of potential officer candidates as we move forward,

LEGISLATIVE HISTORY: Restructuring of officer positions. Creation of the Lieutenants position as a "Jr. Officer" position to explore the potential of future officer candidates.

BACKGROUND INFORMATION (SWOT):

Strengths Lieutenants positions will build a better prepared and trained officer program. Support the Station Captains.

Weaknesses	Turnover and ongoing hiring process.
Opportunities	Greater opportunities for personnel to try officer role with minimal commitment.
Threats	Adjusting to new roles and responsibilities. Adjusting to Lieutenants role at emergency scenes.

RECOMMENDATION: Recognition of, Oath of Office and pinning of new officer in the fire department

Station #1 Lieutenant – Alex Hilpisch

THE CITY OF LAKE ELMO

MAYOR & COUNCIL COMMUNICATION

DATE: May 19, 2015
PRESENTATION
ITEM # 3

AGENDA ITEM: Trunk Highway 5 Turn-back – Resolution of Support

SUBMITTED BY: Jack Griffin, City Engineer

THROUGH: Dean A. Zuleger, City Administrator

REVIEWED BY: Adam Bell, City Clerk
Cathy Bendel, Finance Director
Mike Bouthilet, Public Works

SUGGESTED ORDER OF BUSINESS:

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

POLICY RECOMMENDER: Administration/Engineering.

FISCAL IMPACT: None.

SUMMARY AND ACTION REQUESTED:

The City Council is respectfully requested to consider approving a resolution of support that provides Municipal Concurrence for the jurisdictional transfer of Trunk Highway 5 from MnDOT to Washington County. The recommended motion for this action is as follows:

"Move to approve Resolution No. 2015-35 providing Municipal Concurrence for the jurisdictional transfer of Trunk Highway 5 from MnDOT to Washington County."

LEGISLATIVE HISTORY/BACKGROUND INFORMATION:

Washington County representatives will make a presentation to the City Council regarding the Trunk Highway 5 jurisdictional transfer from MnDOT to Washington County.

RECOMMENDATION:

Staff is recommending that the City Council approve Resolution No. 2015-35, providing Municipal Concurrence for the jurisdictional transfer of Trunk Highway 5 from MnDOT to Washington County. The recommended motion for this action is as follows:

"Move to approve Resolution No. 2015-35 providing Municipal Concurrence for the jurisdictional transfer of Trunk Highway 5 from MnDOT to Washington County."

ATTACHMENT(S):

1. Resolution No. 2015-35.

CITY OF LAKE ELMO
WASHINGTON COUNTY
STATE OF MINNESOTA

RESOLUTION NO. 2015-35
MUNICIPAL CONCURRING RESOLUTION
TRUNK HIGHWAY 5 JURISDICTIONAL TRANSFER
FROM MNDOT TO WASHINGTON COUNTY

WHEREAS, Trunk Highway 5 (TH 5) is an east west arterial roadway, traversing Washington County, between TH 120 (Century Avenue) and TH 36 (60th Street North) and under the jurisdiction of the Minnesota Department of Transportation, and

WHEREAS, The Minnesota Department of Transportation (MnDOT) has determined the best jurisdiction for Trunk Highway 5 is as a County State Aid Highway, and

WHEREAS, the 2010 Washington County (County) Comprehensive Plan identified Trunk Highway 5 as future County State Aid Route, and

WHEREAS, MnDOT and the County have agreed upon terms to transfer the jurisdiction of TH 5 to Washington County, and

WHEREAS, after the transfer, TH 5 will become a County State Aid Highway within the corporate limits of City of Lake Elmo, and

WHEREAS, this jurisdictional transfer of TH 5 from MnDOT to Washington County will occur on or before June 30th, 2015.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Lake Elmo that the jurisdictional transfer of TH 5 from MnDOT to Washington County, and the subsequent designation of the route as a County State Aid Highway located within the City Limits is in all things approved.

ADOPTED BY THE LAKE ELMO CITY COUNCIL ON THE NINETEENTH DAY OF MAY 2015.

CITY OF LAKE ELMO

By: _____
Mike Pearson
Mayor

(Seal)

ATTEST:

_____
Adam Bell, City Clerk

THE CITY OF LAKE ELMO

MAYOR & COUNCIL COMMUNICATION

DATE: **May 19, 2015**
CONSENT ITEM **#5**
MOTION

AGENDA ITEM: Approve Disbursements in the amount of $734,757.81

SUBMITTED BY: Cathy Bendel, Finance Director

THROUGH: Cathy Bendel, Finance Director

REVIEWED BY: Dean Zuleger, City Administrator

SUGGESTED ORDER OF BUSINESS:

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

POLICY RECOMMENDER: Finance

FISCAL IMPACT: $734,757.81

SUMMARY AND ACTION REQUESTED: As part of its Consent Agenda, the City Council is asked to approve disbursements in the amount of $734,757.81. No specific motion is needed as this is recommended to be part of the *Consent Agenda*.

LEGISLATIVE HISTORY: NA

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

Claim #	Amount	Description
ACH	$ 12,951.14	Payroll Taxes to IRS & MN Dept of Revenue 5/14/2015
ACH	$ 6,196.24	Payroll Retirement to PERA 5/14/2015
DD6195-DD6241	$ 35,759.41	Payroll Dated (Direct Deposits) 5/14/15
42773	$ 23.89	Payroll Dated 5/14/2015
42774-42829	$ 679,647.13	Accounts Payable 5/19/2015
2728-2730	$ 180.00	Library Card Reimbursement 5/19/2015
TOTAL	**$ 734,757.81**	

RECOMMENDATION: Based on the aforementioned, the staff recommends the City Council approve as part of the Consent Agenda the aforementioned disbursements in the amount of $734,757.81.

ATTACHMENTS:

1. Accounts Payable – check registers

Accounts Payable
To Be Paid Proof List

User: PattyB
Printed: 05/13/2015 - 9:39 AM
Batch: 003-05-2015

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close PO	Line #
AMFLAG American Flagpole & Flag Corp											
119354	04/27/2015	139.90	0.00	05/19/2015	Flags		-			No	0000
101-430-3100-44010	Repairs/Maint Bldg										
	119354 Total:	139.90									
	AMFLAG Total:	139.90									
BAKERPAT Baker Patricia											
2015-04	05/04/2015	750.00	0.00	05/19/2015	Contract hours - April		-			No	0000
101-000-0000-20200	Accounts Payable										
2015-04	05/04/2015	1,500.00	0.00	05/19/2015	Contract hours - April		-			No	0000
601-000-0000-20200	Accounts Payable										
2015-04	05/04/2015	300.00	0.00	05/19/2015	Contract hours - April		-			No	0000
602-000-0000-20200	Accounts Payable										
2015-04	05/04/2015	450.00	0.00	05/19/2015	Contract hours - April		-			No	0000
603-000-0000-20200	Accounts Payable										
	2015-04 Total:	3,000.00									
	BAKERPAT Total:	3,000.00									
BIFFS Biff's Inc.											
W558323-332	04/29/2015	1,151.78	0.00	05/19/2015	Portable Restrooms - Parks		-			No	0000
101-450-5200-44120	Rentals - Buildings										
	W558323-332 Total:	1,151.78									
	BIFFS Total:	1,151.78									
BOLTONME Bolton & Menk, Inc											
0177059	04/17/2015	3,747.00	0.00	05/19/2015	2014.131 39th Street Sewer		-			No	0000
602-495-9450-43030	Engineering Services										
0177059	04/17/2015	115.00	0.00	05/19/2015	2014.131 39th Street Sewer		-			No	0000
602-495-9450-43030	Engineering Services										
	0177059 Total:	3,862.00									

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close	POLine #
	BOLTONME Total:	3,862.00									
BUBERL Buberl Black Dirt, Inc											
16963	05/06/2015	214.00	0.00	05/19/2015	Black dirt	-				No	0000
101-430-3125-42250	Landscaping Materials										
	16963 Total:	214.00									
	BUBERL Total:	214.00									
C A C Companion Animal Control, LLC											
4	04/30/2015	500.00	0.00	05/19/2015	Animail Control Services - April	-				No	0000
101-420-2700-43150	Contract Services										
4	04/30/2015	30.00	0.00	05/19/2015	Animal pick up 7am-7pm	-				No	0000
101-420-2700-43160	Impounding										
4	04/30/2015	45.00	0.00	05/19/2015	Animal pick up 7pm-7am	-				No	0000
101-420-2700-43160	Impounding										
	4 Total:	575.00									
	C A C Total:	575.00									
CARQUEST Car Quest Auto Parts											
2055-347058	05/01/2015	154.73	0.00	05/19/2015	Batteries	-				No	0000
101-450-5200-42210	Equipment Parts										
	2055-347058 Total:	154.73									
	CARQUEST Total:	154.73									
CENCOLLE Century College											
578780	04/30/2015	825.00	0.00	05/19/2015	1/4 yearly CEU training payment	-				No	0000
101-420-2220-44370	Conferences & Training										
	578780 Total:	825.00									
	CENCOLLE Total:	825.00									
COMCAST Comcast											
	04/27/2015	7.90	0.00	05/19/2015	Monthly Service	-				No	0000
101-420-2220-44300	Miscellaneous										
	Total:	7.90									
	COMCAST Total:	7.90									
CORNE Cornerstone Land Surveying, In											
9164	04/27/2015	750.00	0.00	05/19/2015	As Built - 9954 Tapestry	-				No	0000
803-000-0000-22900	Deposits Payable										
	9164 Total:	750.00									

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close PO	Line #
	CORNE Total:	750.00									
CTYBLOOM City of Bloomington											
Apr-15	05/04/2015	31.50	0.00	05/19/2015	Lab Testing		-			No	0000
601-494-9400-42270	Utility System Maintenance										
	Apr-15 Total:	31.50									
	CTYBLOOM Total:	31.50									
CTYHUGO City of Hugo											
4/29/15	04/29/2015	172.00	0.00	05/19/2015	Contract Inspection Services - April		-			No	0000
101-420-2400-43150	Inspector Contract Services										
4/29/15	04/29/2015	35.60	0.00	05/19/2015	Contract Inspection Services - April		-			No	0000
101-420-2400-43310	Mileage										
	4/29/15 Total:	207.60									
	CTYHUGO Total:	207.60									
CTYOAKDA City of Oakdale											
1000460-01	04/30/2015	3,832.31	0.00	05/19/2015	Water Service 4/01-4/30/15 South Pit		-			No	0000
601-494-9400-43820	Water Utility										
	1000460-01 Total:	3,832.31									
	CTYOAKDA Total:	3,832.31									
CTYROSEV City of Roseville											
220189	05/01/2015	2,951.42	0.00	05/19/2015	IT Services - May		-			No	0000
101-410-1450-43180	Information Technology/Web										
	220189 Total:	2,951.42									
220213	05/01/2015	107.64	0.00	05/19/2015	Phone - Admin		-			No	0000
101-410-1320-43210	Telephone										
220213	05/01/2015	17.00	0.00	05/19/2015	Phone - Building		-			No	0000
101-420-2400-43210	Telephone										
220213	05/01/2015	17.00	0.00	05/19/2015	Phone - Communications		-			No	0000
101-410-1450-43210	Telephone										
220213	05/01/2015	17.00	0.00	05/19/2015	Phone - Engineering		-			No	0000
101-410-1930-43210	Telephone										
220213	05/01/2015	34.00	0.00	05/19/2015	Phone - Finance		-			No	0000
101-410-1520-43210	Telephone										
220213	05/01/2015	47.15	0.00	05/19/2015	Phone - Planning		-			No	0000
101-410-1910-43210	Telephone										
220213	05/01/2015	224.65	0.00	05/19/2015	Phone - PW		-			No	0000
101-430-3100-43210	Telephone										
	220213 Total:	464.44									

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close PO	Line #
	CTYROSEV Total:	3,415.86									
DTCARLSO DT Carlson Construction											
2014-087	04/29/2015	4,900.00	0.00	05/19/2015	Escrow Release 10073 Tapestry Hill		-			No	0000
803-000-0000-22900	Deposits Payable										
	2014-087 Total:	4,900.00									
	DTCARLSO Total:	4,900.00									
E.G.RUD E.G. Rud & Sons, Inc.											
30732	05/06/2015	880.00	0.00	05/19/2015	Sketch/description Water Tower 4 site		-			No	0000
601-494-9400-43150	Contract Services										
	30732 Total:	880.00									
	E.G.RUD Total:	880.00									
EARLANDE Earl F. Andersen, Inc.											
0107613-IN	04/24/2015	378.09	0.00	05/19/2015	Signs		-			No	0000
101-430-3120-42260	Sign Repair Materials										
	0107613-IN Total:	378.09									
	EARLANDE Total:	378.09									
EMERGAPP Emergency Apparatus Maint. Inc											
8002	04/29/2015	1,419.96	0.00	05/19/2015	E2- Valve Repair		-			No	0000
101-420-2220-44040	Repairs/Maint Eqpt										
	8002 Total:	1,419.96									
	EMERGAPP Total:	1,419.96									
EMERGRES Emergency Response Solutions											
4014	04/30/2015	255.00	0.00	05/19/2015	Replacement foam		-			No	0000
101-420-2220-42400	Small Tools & Equipment										
	4014 Total:	255.00									
	EMERGRES Total:	255.00									
Enright Enright Robert											
PC 4/27/15	04/27/2015	55.00	0.00	05/19/2015	Cable Operations		-			No	0000
101-410-1450-43620	Cable Operations										
PC 4/27/15	04/27/2015	25.00	0.00	05/19/2015	Bonus		-			No	0000
101-410-1450-43620	Cable Operations										
	PC 4/27/15 Total:	80.00									

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close PO	Line #
	Enright Total:	80.00									
FRANZ Franz Reprographics Inc											
141584	05/07/2015	395.99	0.00	05/19/2015	Plotter paper	-				No	0000
101-410-1910-42000 Office Supplies											
	141584 Total:	395.99									
	FRANZ Total:	395.99									
GEISLING Geislinger & Sons, INC											
Pay Request 4	05/08/2015	413,952.05	0.00	05/19/2015	2014-131 39th Street - Sewer	-				No	0000
602-495-9450-43030 Engineering Services											
Pay Request 4	05/08/2015	414.68	0.00	05/19/2015	2014-131 39th Street - Water	-				No	0000
601-494-9400-43030 Engineering Services											
Pay Request 4	05/08/2015	112,499.42	0.00	05/19/2015	2014-131 39th Street - Street	-				No	0000
409-480-8000-43030 Engineering Services											
	Pay Request 4 Total:	526,866.15									
	GEISLING Total:	526,866.15									
GKSERVIC G&K Services											
1182875205	04/29/2015	79.85	0.00	05/19/2015	Uniforms	-				No	0000
101-430-3100-44170 Uniforms											
	1182875205 Total:	79.85									
1182886576	05/06/2015	36.84	0.00	05/19/2015	Uniforms	-				No	0000
101-430-3100-44170 Uniforms											
	1182886576 Total:	36.84									
	GKSERVIC Total:	116.69									
Gophseal Gopher State Sealcoat Inc.											
15065	04/30/2015	28,350.00	0.00	05/19/2015	2015 Crack Seal Project	-				No	0000
101-430-3120-42250 Street Maintenance Materials											
	15065 Total:	28,350.00									
	Gophseal Total:	28,350.00									
GRAPHICR Graphic Resources Inc											
52102	04/30/2015	424.00	0.00	05/19/2015	Envelopes	-				No	0000
101-410-1320-42030 Printed Forms											
	52102 Total:	424.00									
	GRAPHICR Total:	424.00									

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close PO	Line #
HP Hewlett-Packard Company											
55864250	05/06/2014	1,169.01	0.00	05/19/2015	Equipment		-			No	0000
101-410-1320-43180	Information Technology/Web										
	55864250 Total:	1,169.01									
	HP Total:	1,169.01									
INNOVAT Innovative Office Solutions											
	04/30/2015	3.91	0.00	05/19/2015	Office supplies - Fire		-			No	0000
101-420-2220-42000	Office Supplies										
	Total:	3.91									
01QY1585	04/30/2015	459.08	0.00	05/19/2015	Office supplies - Admin		-			No	0000
101-410-1320-42000	Office Supplies										
	01QY1585 Total:	459.08									
01QY2981	04/30/2015	82.62	0.00	05/19/2015	Office supplies - Planning		-			No	0000
101-410-1910-42000	Office Supplies										
	01QY2981 Total:	82.62									
01QY3797	04/30/2015	40.76	0.00	05/19/2015	Office supplies - Building		-			No	0000
101-420-2400-42000	Office Supplies										
	01QY3797 Total:	40.76									
	INNOVAT Total:	586.37									
JANIKING Jani-King of Minnesota, Inc											
MIN05150417	05/01/2015	326.00	0.00	05/19/2015	Cleaning Service - City Hall		-			No	0000
101-410-1940-44010	Repairs/Maint Contractual Bldg										
	MIN05150417 Total:	326.00									
	JANIKING Total:	326.00									
JOHNSON& Johnson & Turner Attorneys											
42182	05/08/2015	4,512.50	0.00	05/19/2015	Prosecution		-			No	0000
101-420-2150-43045	Attorney Criminal										
	42182 Total:	4,512.50									
42318	05/08/2015	150.00	0.00	05/19/2015	Wildflower		-			No	0000
803-000-0000-22910	Developer Payments										
	42318 Total:	150.00									
42321	05/08/2015	67.00	0.00	05/19/2015	Burgess Matter		-			No	0000
101-410-1320-43040	Legal Services										
	42321 Total:	67.00									
42374	05/08/2015	150.00	0.00	05/19/2015	Boulder Ponds		-			No	0000
803-000-0000-22910	Developer Payments										
	42374 Total:	150.00									
42479	05/08/2015	550.00	0.00	05/19/2015	Ryland/Hammes		-			No	0000
803-000-0000-22910	Developer Payments										
	42479 Total:	550.00									

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close PO	Line #
42488	05/08/2015	1,475.00	0.00	05/19/2015	Easton Village		-			No	0000
803-000-0000-22910	Developer Payments										
	42488 Total:	1,475.00									
42489	05/08/2015	780.00	0.00	05/19/2015	Hans Hagen		-			No	0000
803-000-0000-22910	Developer Payments										
	42489 Total:	780.00									
42492	05/08/2015	6,771.00	0.00	05/19/2015	Civil Matters		-			No	0000
101-410-1320-43040	Legal Services										
	42492 Total:	6,771.00									
	JOHNSON& Total:	14,455.50									
kathfuel	Kath Fuel Oil Service Co										
507978	04/24/2015	1,295.49	0.00	05/19/2015	Fuel		-			No	0000
101-430-3100-42120	Fuel, Oil and Fluids										
	507978 Total:	1,295.49									
	kathfuel Total:	1,295.49									
LANG RON	Ron's Inspection Services, LLC										
12	05/04/2015	2,523.00	0.00	05/19/2015	Building Inspection Services - April		-			No	0000
101-000-0000-20200	Accounts Payable										
12	05/04/2015	366.27	0.00	05/19/2015	Building Inspection Services - Mileage		-			No	0000
101-000-0000-20200	Accounts Payable										
	12 Total:	2,889.27									
	LANG RON Total:	2,889.27									
LCORNELL	Cornell Larry										
	05/04/2015	151.80	0.00	05/19/2015	Mileage - Arson class		-			No	0000
101-420-2220-43310	Mileage										
	Total:	151.80									
	LCORNELL Total:	151.80									
LEOIL	Lake Elmo Oil, Inc.										
	04/30/2015	248.87	0.00	05/19/2015	Fuel		-			No	0000
101-420-2220-42120	Fuel, Oil and Fluids										
	04/30/2015	41.25	0.00	05/19/2015	Fuel		-			No	0000
101-430-3100-42120	Fuel, Oil and Fluids										
	Total:	290.12									
	LEOIL Total:	290.12									

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close	POLine #
Lillie Newspapers Inc. Lillie Suburban											
	04/30/2015	21.16	0.00	05/19/2015	Ordinance No 08-117		-			No	0000
101-410-1450-43510 Public Notices											
	04/30/2015	55.55	0.00	05/19/2015	Ordinance No 08-118		-			No	0000
101-410-1450-43510 Public Notices											
	04/30/2015	55.55	0.00	05/19/2015	Advertisement for Bids		-			No	0000
101-410-1450-43510 Public Notices											
	04/30/2015	23.81	0.00	05/19/2015	Notice - Assessments		-			No	0000
101-410-1320-43510 Legal Publishing											
	Total:	156.07									
	Lillie Total:	156.07									
LINNER Linner Electric Company, Inc.											
5506	05/01/2015	148.50	0.00	05/19/2015	Disconnect Electrical from Trailer		-			No	0000
101-410-1940-44300 Miscellaneous											
	5506 Total:	148.50									
	LINNER Total:	148.50									
LOFF Loffler Companies, Inc.											
1978784	05/06/2015	693.61	0.00	05/19/2015	Copy machine base & overage		-			No	0000
101-410-1940-44040 Repairs/Maint Contractual Eqpt											
	1978784 Total:	693.61									
	LOFF Total:	693.61									
LTG PWR L.T.G. Power Equipment											
189077	05/07/2015	11.26	0.00	05/19/2015	Relay		-			No	0000
101-450-5200-42210 Equipment Parts											
	189077 Total:	11.26									
	LTG PWR Total:	11.26									
MENARDSO Menards - Oakdale											
74719	04/27/2015	11.58	0.00	05/19/2015	Fuse blades		-			No	0000
101-430-3120-42210 Equipment Parts											
	74719 Total:	11.58									
74974	04/27/2015	157.34	0.00	05/19/2015	Supplies		-			No	0000
101-450-5200-42150 Shop Materials											
	74974 Total:	157.34									
75087	04/30/2015	55.08	0.00	05/19/2015	Paints		-			No	0000
101-450-5200-42250 Landscaping Materials											
	75087 Total:	55.08									
75156	05/01/2015	59.99	0.00	05/19/2015	misc - equipment		-			No	0000
101-450-5200-42400 Small Tools & Minor Equipment											

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close	POLine #
	75156 Total:	59.99									
75250	05/02/2015	181.70	0.00	05/19/2015	Shop supplies		-			No	0000
101-450-5200-42150	Shop Materials										
	75250 Total:	181.70									
75443	05/04/2015	76.96	0.00	05/19/2015	Degreaser		-			No	0000
602-495-9450-42270	Utility System Maint Supplies										
	75443 Total:	76.96									
75458	05/05/2015	119.98	0.00	05/19/2015	Hearing protectors		-			No	0000
101-450-5200-42400	Small Tools & Minor Equipment										
	75458 Total:	119.98									
75563	05/06/2015	389.39	0.00	05/19/2015	Lumber		-			No	0000
101-450-5200-44030	Repairs/Maint Imp Not Bldgs										
	75563 Total:	389.39									
75570	05/06/2015	13.44	0.00	05/19/2015	Lumber		-			No	0000
101-450-5200-44030	Repairs/Maint Imp Not Bldgs										
	75570 Total:	13.44									
75584	05/06/2015	428.00	0.00	05/19/2015	Event tent		-			No	0000
101-450-5200-42400	Small Tools & Minor Equipment										
	75584 Total:	428.00									
75678	05/07/2015	62.00	0.00	05/19/2015	Supplies		-			No	0000
101-450-5200-42150	Shop Materials										
	75678 Total:	62.00									
	MENARDSO Total:	1,555.46									
METCOU	Metropolitan Council										
May 15	05/04/2015	1,466.00	0.00	05/19/2015	Waste water charges		-			No	0000
602-495-9450-43820	Sewer Utility - Met Council										
	May 15 Total:	1,466.00									
	METCOU Total:	1,466.00									
METSAC	Metropolitan Council										
Apr 15	05/19/2015	17,395.00	0.00	05/19/2015	SAC charges		-			No	0000
602-000-0000-20802	SAC due Met Council										
Apr 15	05/19/2015	-173.95	0.00	05/19/2015	SAC charges		-			No	0000
602-000-0000-37220	SAC Early Pay discount/revenue										
	Apr 15 Total:	17,221.05									
	METSAC Total:	17,221.05									
MILLEREX	Miller Excavating, Inc.										
19323	04/30/2015	610.37	0.00	05/19/2015	VFW ball field		-			No	0000
101-450-5200-42250	Landscaping Materials										
	19323 Total:	610.37									

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close	POLine #
	MILLEREX Total:	610.37									
ONECALL Gopher State One Call											
134695	04/30/2015	262.45	0.00	05/19/2015	Tickets		-			No	0000
101-430-3100-43150	Contract Services										
	134695 Total:	262.45									
	ONECALL Total:	262.45									
PIONEERP Pioneer Press											
415520397	04/30/2015	259.50	0.00	05/19/2015	City Notice 4/18		-			No	0000
101-410-1320-43510	Legal Publishing										
	415520397 Total:	259.50									
	PIONEERP Total:	259.50									
RIVERPRT River Valley Printing											
4898	04/30/2015	38.00	0.00	05/19/2015	Carbonless paper		-			No	0000
101-420-2220-42000	Office Supplies										
	4898 Total:	38.00									
	RIVERPRT Total:	38.00									
SACHSJIM James Sachs											
	05/07/2015	23.00	0.00	05/19/2015	Water operator Renewal		-			No	0000
601-494-9400-44370	Conferences & Training										
	Total:	23.00									
	SACHSJIM Total:	23.00									
SMITHSCH Smith Schafer & Associates,LTD											
27953	04/27/2015	2,825.00	0.00	05/19/2015	Interim billing		-			No	0000
101-410-1520-43010	Audit Services										
	27953 Total:	2,825.00									
	SMITHSCH Total:	2,825.00									
TKDA TKDA, Inc.											
002015001132	05/05/2015	174.29	0.00	05/19/2015	2013.133 LE Ave Trunk Watermain		-			No	0000
601-494-9400-43030	Engineering Services										
	002015001132 Total:	174.29									
	TKDA Total:	174.29									

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close	POLine #
TOWNCTRY Town & Country Cleaning Co											
515266	05/01/2015	215.00	0.00	05/19/2015	May cleaning - Library		-			No	0000
206-450-5300-44010	Repairs/Maint Bldg										
	515266 Total:	215.00									
	TOWNCTRY Total:	215.00									
WASH-REC Washington County											
P283730	05/01/2015	46.00	0.00	05/19/2015	Easement recording 4020446		-			No	0000
101-410-1320-42030	Printed Forms										
	P283730 Total:	46.00									
P285663	05/01/2015	46.00	0.00	05/19/2015	Agreement recording 4022688		-			No	0000
101-410-1320-42030	Printed Forms										
	P285663 Total:	46.00									
	WASH-REC Total:	92.00									
WHEATON Wheaton Joseph											
20150502	05/04/2015	1,845.50	0.00	05/19/2015	Electrical Inspection Services - April		-			No	0000
101-000-0000-20802	Electrical Permit Fees Payable										
	20150502 Total:	1,845.50									
	WHEATON Total:	1,845.50									
Whiteani White Anita											
CC 5/5/15	05/05/2015	55.00	0.00	05/19/2015	Cable Operations		-			No	0000
101-410-1450-43620	Cable Operations										
CC 5/5/15	05/05/2015	25.00	0.00	05/19/2015	Bonus		-			No	0000
101-410-1450-43620	Cable Operations										
	CC 5/5/15 Total:	80.00									
	Whiteani Total:	80.00									
XCEL Xcel Energy											
	05/19/2015	47.55	0.00	05/19/2015	Electrical Services		-			No	0000
101-450-5200-43810	Electric Utility										
	05/19/2015	88.09	0.00	05/19/2015	Electrical Services		-			No	0000
602-495-9450-43810	Electric Utility										
	05/19/2015	30.54	0.00	05/19/2015	Electrical Services		-			No	0000
101-430-3160-43810	Street Lighting										
	05/19/2015	27.72	0.00	05/19/2015	Electrical Services		-			No	0000
101-430-3160-43810	Street Lighting										
	05/19/2015	370.14	0.00	05/19/2015	Electrical Services		-			No	0000
101-420-2220-43810	Electric Utility										
	05/19/2015	270.65	0.00	05/19/2015	Electrical Services		-			No	0000
101-410-1940-43810	Electric Utility										

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close PO	Line #
	05/19/2015	30.11	0.00	05/19/2015	Electrical Services		-			No	0000
101-430-3160-43810	Street Lighting										
	05/19/2015	11.59	0.00	05/19/2015	Electrical Services		-			No	0000
101-450-5200-43810	Electric Utility										
	05/19/2015	83.31	0.00	05/19/2015	Electrical Services		-			No	0000
101-450-5200-43810	Electric Utility										
	05/19/2015	29.83	0.00	05/19/2015	Electrical Services		-			No	0000
101-450-5200-43810	Electric Utility										
	05/19/2015	1,292.78	0.00	05/19/2015	Electrical Services		-			No	0000
601-494-9400-43810	Electric Utility										
	05/19/2015	308.80	0.00	05/19/2015	Electrical Services		-			No	0000
101-420-2220-43810	Electric Utility										
	05/19/2015	40.38	0.00	05/19/2015	Electrical Services		-			No	0000
101-430-3160-43810	Street Lighting										
	05/19/2015	80.86	0.00	05/19/2015	Electrical Services		-			No	0000
101-450-5200-43810	Electric Utility										
	05/19/2015	18.95	0.00	05/19/2015	Electrical Services		-			No	0000
602-495-9450-43810	Electric Utility										
	05/19/2015	17.41	0.00	05/19/2015	Electrical Services		-			No	0000
602-495-9450-43810	Electric Utility										
	05/19/2015	61.73	0.00	05/19/2015	Electrical Services		-			No	0000
101-450-5200-43810	Electric Utility										
	05/19/2015	1,825.68	0.00	05/19/2015	Electrical Services		-			No	0000
101-430-3160-43810	Street Lighting										
	05/19/2015	27.48	0.00	05/19/2015	Electrical Services		-			No	0000
101-430-3160-43810	Street Lighting										
	05/19/2015	13.92	0.00	05/19/2015	Electrical Services		-			No	0000
101-450-5200-43810	Electric Utility										
	05/19/2015	173.58	0.00	05/19/2015	Electrical Services		-			No	0000
101-450-5200-43810	Electric Utility										
	05/19/2015	1,534.62	0.00	05/19/2015	Electrical Services		-			No	0000
101-430-3100-43810	Electric Utility										
	05/19/2015	29.83	0.00	05/19/2015	Electrical Services		-			No	0000
601-494-9400-43810	Electric Utility										
	05/19/2015	12.76	0.00	05/19/2015	Electrical Services		-			No	0000
101-430-3160-43810	Street Lighting										
	05/19/2015	407.93	0.00	05/19/2015	Electrical Services		-			No	0000
206-450-5300-43810	Electric Utility										
	05/19/2015	175.87	0.00	05/19/2015	Electrical Services		-			No	0000
602-495-9450-43810	Electric Utility										
	05/19/2015	124.72	0.00	05/19/2015	Electrical Services		-			No	0000
601-494-9400-43810	Electric Utility										
	05/19/2015	13.78	0.00	05/19/2015	Electrical Services		-			No	0000
101-450-5200-43810	Electric Utility										

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close PO	Line #
	05/19/2015	212.06	0.00	05/19/2015	Electrical Services		-			No	0000
601-494-9400-43810	Electric Utility										
	Total:	7,362.67									
	XCEL Total:	7,362.67									
	Report Total:	638,436.75									

Accounts Payable
To Be Paid Proof List

User: PattyB
Printed: 05/13/2015 - 9:51 AM
Batch: 004-05-2015

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close PO	Line #
SW/WC SW/WC Service Cooperatives											
C1210-207	04/28/2015	22,063.00	0.00	05/19/2015	June Premium		-			No	0000
101-000-0000-21706	Medical Insurance										
	C1210-207 Total:	22,063.00									
	SW/WC Total:	22,063.00									
	Report Total:	22,063.00									

THE CITY OF LAKE ELMO

MAYOR & COUNCIL COMMUNICATION

DATE: May 19, 2015
CONSENT ITEM #6
MOTION

AGENDA ITEM: April 2015 Financial Reporting

SUBMITTED BY: Cathy Bendel, Finance Director

THROUGH: Cathy Bendel, Finance Director

REVIEWED BY: Finance Committee

SUGGESTED ORDER OF BUSINESS:

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

POLICY RECOMMENDER: Finance

FISCAL IMPACT: NA

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

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

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

GENERAL FUND:

Revenues:

Total revenue for the month was 6% below the budget for the month bringing the year to date total revenue to 19.5% below budget. The most significant budget to actual revenue variances are as follows:

- Building Permit revenue was 32% below budget for the month and 49% below budget on a year to date basis. The budget was compiled for the full year only and the amount shown for the month of April is 1/12th of the total budgeted for the year. This represents 8 new home starts in April compared to the budgeted 11 new home starts per month. The year to date new home starts is at 20, of which 3 were open space new homes. The 2015 budget did not include any open space new homes.
- Sewer Permit revenue for the month was 100% below budget due to there being no new sewer permits in the month of April.
- Utility Permit revenue for the month was significantly above budget due to the new development activity generating more permit revenue than budgeted.
- Zoning and permit revenue was 100% above budget due to the budget for April being zero.
- Fine revenue for the month was 21% better than budget. This is primarily due to the fine activity ramping up in the spring as mentioned last month.

Expenses:

Total expenses for the month were 12.8% more than budgeted bringing the year to date expenses to 6.6% less than budget. All departments continue to manage to the bottom line.

The following summarizes variances of note:

General:

1. YTD - The Liability and Auto insurance budgeted in February was paid in April as mentioned last month.

- Mayor and Council – As mentioned previously, the year to date amount in Dues and Subscriptions represents the 2015 portion of the League of MN Cities annual dues as well as the annual contribution of $5,000 made to the Youth Services Bureau in January for 2015. These amounts were spread out in the budget so the expense will catch up during the year.

- Prosecution legal expenses are 12% higher than budget for the month and the majority of the cost increase is covered by the increase in fine revenue mentioned earlier.
- Building Inspection – The building inspection expenses are 41.6% below budget for the month due to the building permit volume being below the level anticipated in the plan. As a result, the contracted inspector continues to be utilized until the permit volume ramp up to a level justifying a staff addition.
- Sand & Salt – Due to better weather in March, there was no salt expense for the month of March. It appears the harsh weather is over and it appears the remaining budgeted amounts will suffice for the fall demands.

In summary, as discussed during the 2015 budget process, expenses are being closely monitored until the development ramps up to cover growth driven expenses. Although the net income for the month was 20.4% below budget, this is primarily a result of timing issues. Even with this, year to date actual expenses are within 1% of budget due to everyone managing to the bottom line.

LIBRARY FUND:

Revenues: Revenues for the month and year to date are right at budget.

Expenses: Expenses for the month of April were 20.9% less than budget primarily due to not spending as much on library collection maintenance as budgeted. On a year to date basis, expenses were 19.7% less than budget.

The ending April cash balance in the library fund is $146.4k.

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

ATTACHMENT:

1. April Financial Reports

City of Lake Elmo
2015 By Month
Budget to Actual Comparative
For the month ending April 30, 2015
101-General Fund Summary
By Department

5/19/2015

DEPT 410 - GEN'L GOV'T	Full Year BUDGET 2015	% to date	MONTH BUDGET Month	MONTH ACTUAL Month	MONTH Variance ($) Month	MONTH Variance (%) Month	YTD BUDGET YTD	YTD ACTUAL YTD	YTD Variance ($) YTD	YTD Variance (%) YTD
REVENUE										
Total Revenue	3,798,334.00	7.15%	69,722.25	65,520.78	(4,201.47)	-6.03%	337,421.00	271,489.50	(65,931.50)	-19.54%
EXPENSE										
Total Mayor & Council	40,955.00	30.51%	1,000.00	781.18	218.82	21.88%	4,375.00	12,494.27	(8,119.27)	-185.58%
Total Administration	407,316.00	43.18%	39,318.57	79,545.03	(40,226.46)	-102.31%	162,280.71	175,896.17	(13,615.46)	-8.39%
Total Elections	1,050.00	57.14%	0.00	0.00	0.00	0.00%	975.00	600.00	375.00	38.46%
Total Communications	70,842.00	30.53%	6,756.66	6,982.78	(226.12)	-3.35%	23,669.97	21,628.87	2,041.10	8.62%
Total Finance	134,647.00	32.54%	26,537.34	10,075.02	16,462.32	62.03%	52,777.03	43,807.70	8,969.33	16.99%
Total Planning & Zoning	224,218.00	33.81%	23,940.92	25,433.32	(1,492.40)	-6.23%	76,457.76	75,816.98	640.78	0.84%
Total Engineering Services	54,800.00	34.89%	4,500.00	3,588.60	911.40	20.25%	18,000.00	19,119.40	(1,119.40)	-6.22%
Total City Hall	50,235.00	47.81%	4,161.00	5,412.92	(1,251.92)	-30.09%	16,972.00	24,014.94	(7,042.94)	-41.50%
Total General Government	984,063.00	37.94%	106,214.49	131,818.85	(25,604.36)	-24.11%	355,507.47	373,378.33	(17,870.86)	-5.03%
DEPT 420 - PUBLIC SAFETY										
Total Police	517,799.00	0.20%	0.00	0.00	0.00	0.00%	0.00	1,034.22	(1,034.22)	-100.00%
Total Prosecution	50,000.00	37.56%	4,200.00	4,717.50	(517.50)	-12.32%	16,700.00	18,780.00	(2,080.00)	-12.46%
Total Fire	385,312.00	31.50%	36,139.19	35,945.59	193.60	0.54%	141,213.08	121,384.11	19,828.97	14.04%
Total Fire Relief	37,323.00	0.00%	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%
Total Building Inspections	323,558.00	18.85%	29,656.12	17,326.94	12,329.18	41.57%	95,103.34	60,992.12	34,111.22	35.87%
Total Emergency Communications	7,000.00	0.00%	0.00	0.00	0.00	0.00%	1,750.00	0.00	1,750.00	100.00%
Total Animal Control	6,800.00	39.78%	565.00	1,010.00	(445.00)	-78.76%	2,260.00	2,705.00	(445.00)	-19.69%
Total Public Safety	1,327,792.00	15.43%	70,560.31	59,000.03	11,560.28	16.38%	257,026.42	204,895.45	52,130.97	20.28%

			MONTH				YTD			
DEPT 430 - PUBLIC WORKS			BUDGET Month	ACTUAL Month	Variance ($) Month	Variance (%) Month	BUDGET YTD	ACTUAL YTD	Variance ($) YTD	Variance (%) YTD
Total Public Works	380,195.00	34.82%	35,144.04	44,189.14	(9,045.10)	-25.74%	147,042.12	132,371.81	14,670.31	9.98%
Total Streets	222,578.00	1.38%	2,660.00	1,459.62	1,200.38	45.13%	7,540.00	3,070.20	4,469.80	59.28%
Total Ice & Snow Removal	95,500.00	34.92%	1,250.00	0.00	1,250.00	100.00%	49,900.00	33,350.47	16,549.53	33.17%
Total Street Lighting	28,000.00	29.21%	2,350.00	1,997.69	352.31	14.99%	9,400.00	8,179.37	1,220.63	12.99%
Total Recycling	9,500.00	0.00%	500.00	0.00	500.00	100.00%	3,750.00	0.00	3,750.00	100.00%
Total Tree Program	6,000.00	0.00%	500.00	0.00	500.00	100.00%	2,000.00	0.00	2,000.00	100.00%
Total Public Works	741,773.00	23.86%	42,404.04	47,646.45	(5,242.41)	-12.36%	219,632.12	176,971.85	42,660.27	19.42%
DEPT 450 - CULTURE, RECREATION										
Total Parks & Recreation	153,028.00	51.07%	15,775.27	27,647.85	(11,872.58)	-75.26%	57,372.49	78,158.22	(20,785.73)	-36.23%
IT & Telephone	109,560.00	21.16%	6,388.00	5,998.29	389.71	6.10%	27,502.00	23,180.58	4,321.42	15.71%
GRAND TOTAL ALL EXPENSES	3,316,216.00	25.83%	241,342.11	272,111.47	(30,769.36)	-12.75%	917,040.50	856,584.43	60,456.07	6.59%
SUB TOTAL NET INC OVER EXP	482,118.00	-121.36%	(171,619.86)	(206,590.69)	(34,970.83)	-20.38%	(579,619.50)	(585,094.93)	(5,475.43)	-0.94%
DEPT 460 - COMP ADJ	35,000.00	0.00%	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%
DEPT 490 - CONTINGENCY FUND	0.00	0.00%	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%
Debt Service increase	247,118.00	0.00%	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%
DEPT 493 - OTH FINANCING	200,000.00	0.00%	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%
GRAND TOTAL ALL DEPTS	3,798,334.00	22.55%	241,342.11	272,111.47	(30,769.36)	-12.75%	917,040.50	856,584.43	60,456.07	6.59%
Net Income over Expenses	0.00	0.00%	(171,619.86)	(206,590.69)	(34,970.83)	-20.38%	(579,619.50)	(585,094.93)	(5,475.43)	-0.94%

City of Lake Elmo
2015 By Month
Budget to Actual Comparative
For the month ending April 30, 2015
101-General Fund Detail
By Department

5/19/2015

DEPT 410 - GEN'L GOV'T	Full Year BUDGET 2015	% to date	MONTH BUDGET Month	MONTH ACTUAL Month	MONTH Variance ($) Month	MONTH Variance (%) Month	YTD BUDGET YTD	YTD ACTUAL YTD	YTD Variance ($) YTD	YTD Variance (%) YTD	YTD variance notes
REVENUE											
Current Ad Valorem Taxes	**2,531,080.00**	**0.00%**	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%	
Delinquent Ad Valorem Taxes	**15,000.00**	**0.00%**	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%	
Mobile Home Tax	**11,400.00**	**0.00%**	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%	
Fiscal Disparities	**160,000.00**	**0.00%**	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%	
Penalty & Interest on Taxes	**700.00**	**0.00%**	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%	
Liquor License	**8,350.00**	**97.60%**	0.00	0.00	0.00	0.00%	5,350.00	8,150.00	2,800.00	52.34%	
Wastehauler License	**1,680.00**	**28.57%**	0.00	0.00	0.00	0.00%	840.00	480.00	(360.00)	-42.86%	
General Contractor License	**0.00**	**0.00%**	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%	
Heating Contractor License	**2,500.00**	**60.00%**	200.00	350.00	150.00	75.00%	900.00	1,500.00	600.00	66.67%	
Blacktopping Contractor License	**0.00**	**0.00%**	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%	
Building Permits	**517,600.00**	**16.99%**	43,130.00	29,296.80	(13,833.20)	-32.07%	172,520.00	87,923.90	(84,596.10)	-49.04%	8 Additional new home permits ready to be picked up with 8 additional in the review process
Building Re-inspect Fees	**1,000.00**	**0.00%**	100.00	0.00	(100.00)	-100.00%	300.00	0.00	(300.00)	-100.00%	
Heating Permits	**29,040.00**	**32.75%**	2,420.00	1,740.00	(680.00)	-28.10%	9,680.00	9,511.65	(168.35)	-1.74%	
Plumbing Permits	**29,040.00**	**29.13%**	2,420.00	2,220.00	(200.00)	-8.26%	9,680.00	8,460.00	(1,220.00)	-12.60%	
Sewer Permits	**10,560.00**	**0.00%**	880.00	0.00	(880.00)	-100.00%	3,520.00	0.00	(3,520.00)	-100.00%	
Animal License	**2,500.00**	**68.04%**	40.00	291.00	251.00	627.50%	2,180.00	1,701.00	(479.00)	-21.97%	
Utility Permits (ROW)	**5,000.00**	**309.51%**	500.00	9,173.80	8,673.80	1734.76%	500.00	15,475.60	14,975.60	2995.12%	
Burning Permit	**2,250.00**	**40.89%**	0.00	240.00	240.00	100.00%	0.00	920.00	920.00	100.00%	
Massage Therapy Licenses	**150.00**	**16.67%**	0.00	25.00	25.00	0.00%	0.00	25.00	25.00	100.00%	
Electrical Permit	**6,051.00**	**34.32%**	500.00	509.00	9.00	1.80%	2,000.00	2,076.57	76.57	3.83%	
Homestead Credit Aid	**0.00**	**0.00%**	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%	
MSA-Maintenance	**101,696.00**	**58.74%**	0.00	0.00	0.00	0.00%	50,848.00	59,732.00	8,884.00	17.47%	MSA funding increase for 2015
State Fire Aid	**41,500.00**	**0.00%**	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%	
PERA Aid	**2,749.00**	**0.00%**	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%	
Gravel Tax	**0.00**	**0.00%**	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%	
Recycling Grant	**15,500.00**	**0.00%**	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%	
Misc State Grant/Surcharge Rev	**500.00**	**43.99%**	0.00	219.97	219.97	100.00%	125.00	219.97	94.97	75.98%	
Cable Franchise Revenue	**45,000.00**	**0.00%**	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%	
Zoning & Subdivision Fees	**7,500.00**	**127.87%**	0.00	1,250.00	1,250.00	100.00%	0.00	9,590.00	9,590.00	100.00%	No zoning permits budgeted for 1st Qtr 2015
Plan Check Fees	**181,923.00**	**26.79%**	15,160.25	14,846.51	(313.74)	-2.07%	60,641.00	48,728.25	(11,912.75)	-19.64%	
Sale of Copies, Books, Maps	**175.00**	**16.29%**	5.00	4.00	(1.00)	-20.00%	20.00	28.50	8.50	42.50%	
Assessment Searches	**750.00**	**78.00%**	45.00	270.00	225.00	500.00%	120.00	585.00	465.00	387.50%	
Clean Up Days	**2,000.00**	**0.00%**	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%	
Cable Operation Reimbursement	**2,500.00**	**0.00%**	0.00	0.00	0.00	0.00%	625.00	0.00	(625.00)	-100.00%	
Fines	**48,000.00**	**28.84%**	4,000.00	4,830.70	830.70	20.77%	16,000.00	13,845.24	(2,154.76)	-13.47%	Fines below average but typically increase in the spring/summer
Miscellaneous Permits	**0.00**	**0.00%**	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%	
Fire Billable Revenue	**500.00**	**0.00%**	0.00	0.00	0.00	0.00%	0.00	500.00	500.00	100.00%	
Miscellaneous Revenue	**3,500.00**	**47.85%**	300.00	200.00	(100.00)	-33.33%	1,100.00	1,674.82	574.82	52.26%	
Internal Charges	**640.00**	**56.56%**	22.00	54.00	32.00	145.45%	472.00	362.00	(110.00)	-23.31%	
Interest Earnings	**10,000.00**	**0.00%**	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%	
Donations	**0.00**	**0.00%**	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%	
Total Revenue	**3,798,334.00**	**7.15%**	**69,722.25**	**65,520.78**	**(4,201.47)**	**-6.03%**	**337,421.00**	**271,489.50**	**(65,931.50)**	**-19.54%**	

EXPENSE	Full Year BUDGET		MONTH				YTD				
1110 - Mayor & Council	2015	% to date	BUDGET Month	ACTUAL Month	Variance ($) Month	Variance (%) Month	BUDGET YTD	ACTUAL YTD	Variance ($) YTD	Variance (%) YTD	
PT Salaries	**25,690.00**	**0.00%**	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%	
FICA Contributions	**1,593.00**	**0.00%**	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%	
Medicare Contributions	**372.00**	**0.00%**	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%	
Workers Compensation	**300.00**	**26.71%**	0.00	0.00	0.00	0.00%	0.00	80.12	(80.12)	-100.00%	
Mileage	**500.00**	**28.31%**	0.00	0.00	0.00	0.00%	125.00	141.56	(16.56)	-13.25%	
Miscellaneous	**0.00**	**0.00%**	0.00	34.26	(34.26)	-100.00%	0.00	161.91	(161.91)	-100.00%	
Dues & Subscriptions	**11,500.00**	**96.61%**	1,000.00	661.92	338.08	33.81%	4,000.00	11,110.68	(7,110.68)	-177.77%	2015 share of LMC annual Pmt made in Sept 2014 plus
Conferences & Training	**1,000.00**	**100.00%**	0.00	85.00	(85.00)	-100.00%	250.00	1,000.00	(750.00)	-300.00%	annual YSB payment
Total Mayor & Council	**40,955.00**	**30.51%**	**1,000.00**	**781.18**	**218.82**	**21.88%**	**4,375.00**	**12,494.27**	**(8,119.27)**	**-185.58%**	
1320 - Administration											
FT Salaries	**198,125.00**	**35.07%**	22,860.58	24,269.37	(1,408.79)	-6.16%	68,581.72	69,485.64	(903.92)	-1.32%	
PERA Contributions	**14,364.00**	**36.04%**	1,657.38	1,820.19	(162.81)	-9.82%	4,972.15	5,177.33	(205.18)	-4.13%	
ICMA Contributions	**0.00**	**0.00%**	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%	
FICA Contributions	**12,284.00**	**33.40%**	1,417.38	1,431.58	(14.20)	-1.00%	4,252.15	4,102.42	149.73	3.52%	
Medicare Contributions	**2,873.00**	**33.40%**	331.50	334.83	(3.33)	-1.00%	994.50	959.46	35.04	3.52%	
Health/Dental Insurance	**44,865.00**	**36.31%**	5,176.73	5,430.00	(253.27)	-4.89%	15,530.19	16,290.00	(759.81)	-4.89%	
Unemployment Benefits	**0.00**	**0.00%**	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%	
Workers Compensation	**1,000.00**	**83.79%**	0.00	0.00	0.00	0.00%	1,000.00	837.94	162.06	16.21%	
Office Supplies	**5,500.00**	**42.87%**	450.00	599.82	(149.82)	-33.29%	1,800.00	2,357.62	(557.62)	-30.98%	
Printed Forms	**0.00**	**0.00%**	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%	
Legal Services	**45,000.00**	**75.22%**	3,750.00	14,946.84	(11,196.84)	-298.58%	15,000.00	33,850.34	(18,850.34)	-125.67%	
Newsletter/Website	**0.00**	**0.00%**	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%	
Assessing Services	**32,000.00**	**31.25%**	2,500.00	2,500.00	0.00	0.00%	10,000.00	10,000.00	0.00	0.00%	
Contract Services	**0.00**	**0.00%**	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%	
Postage	**2,000.00**	**78.88%**	0.00	0.00	0.00	0.00%	500.00	1,577.60	(1,077.60)	-215.52%	Timing issue
Mileage	**500.00**	**14.10%**	50.00	70.49	(20.49)	-40.98%	150.00	70.49	79.51	53.01%	
Legal Publishing	**5,000.00**	**31.58%**	400.00	282.22	117.78	29.45%	1,600.00	1,579.06	20.94	1.31%	
Insurance	**35,000.00**	**77.49%**	0.00	26,929.00	(26,929.00)	-100.00%	35,000.00	27,123.00	7,877.00	22.51%	Annual premiums billed April
Cable Operation Expense	**0.00**	**0.00%**	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%	
Miscellaneous	**600.00**	**39.55%**	50.00	185.70	(135.70)	-271.40%	200.00	237.31	(37.31)	-18.66%	
Dues & Subscriptions	**2,105.00**	**51.87%**	175.00	28.99	146.01	83.43%	700.00	1,091.96	(391.96)	-55.99%	
Books	**0.00**	**0.00%**	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%	
Conferences & Training	**6,100.00**	**18.95%**	500.00	716.00	(216.00)	-43.20%	2,000.00	1,156.00	844.00	42.20%	
Staff Development	**0.00**	**0.00%**	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%	
Total Administration	**407,316.00**	**43.18%**	**39,318.57**	**79,545.03**	**(40,226.46)**	**-102.31%**	**162,280.71**	**175,896.17**	**(13,615.46)**	**-8.39%**	
1410 - Elections											
PT Salaries	**0.00**	**0.00%**	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%	
Office Supplies	**0.00**	**0.00%**	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%	
Legal Publications/Notification	**0.00**	**0.00%**	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%	
Equipment Repair	**0.00**	**0.00%**	0.00	0.00	0.00	0.00%	0.00	600.00	(600.00)	-100.00%	
County Election Fees	**950.00**	**0.00%**	0.00	0.00	0.00	0.00%	950.00	0.00	950.00	100.00%	
Printed Forms	**0.00**	**0.00%**	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%	
Miscellaneous	**100.00**	**0.00%**	0.00	0.00	0.00	0.00%	25.00	0.00	25.00	100.00%	
Total Elections	**1,050.00**	**57.14%**	**0.00**	**0.00**	**0.00**	**0.00%**	**975.00**	**600.00**	**375.00**	**38.46%**	

	Full Year BUDGET		MONTH				YTD				
1450 - Communications	2015	% to date	BUDGET Month	ACTUAL Month	Variance ($) Month	Variance (%) Month	BUDGET YTD	ACTUAL YTD	Variance ($) YTD	Variance (%) YTD	
FT Salaries	**35,876.00**	**28.24%**	4,139.54	3,654.32	485.22	11.72%	12,418.62	10,132.50	2,286.12	18.41%	
PERA Contributions	**2,601.00**	**27.11%**	300.12	219.26	80.86	26.94%	900.35	705.10	195.25	21.69%	
FICA Contributions	**2,224.00**	**27.59%**	256.62	220.88	35.74	13.93%	769.85	613.52	156.33	20.31%	
Medicare Contributions	**520.00**	**27.58%**	60.00	51.66	8.34	13.90%	180.00	143.40	36.60	20.33%	
Health/Dental Insurance	**9,970.00**	**36.83%**	1,150.38	1,224.00	(73.62)	-6.40%	3,451.15	3,672.00	(220.85)	-6.40%	
Workers Compensation	**0.00**	**0.00%**	0.00	0.00	0.00	0.00%	0.00	151.63	(151.63)	-100.00%	
Newsletter	**8,000.00**	**42.95%**	0.00	1,267.00	(1,267.00)	-100.00%	2,000.00	3,435.95	(1,435.95)	-71.80%	
Office Supplies	**561.00**	**8.65%**	50.00	0.00	50.00	100.00%	200.00	48.50	151.50	75.75%	
Mileage	**100.00**	**0.00%**	0.00	0.00	0.00	0.00%	25.00	57.27	(32.27)	-129.08%	
Public Notices	**5,040.00**	**22.03%**	400.00	68.78	331.22	82.81%	1,550.00	1,110.48	439.52	28.36%	
Cable Operations	**4,800.00**	**24.97%**	400.00	276.88	123.12	30.78%	1,600.00	1,198.52	401.48	25.09%	
Conferences	**700.00**	**51.43%**	0.00	0.00	0.00	0.00%	350.00	360.00	(10.00)	-2.86%	
Repair/Maint Equipment	**450.00**	**0.00%**	0.00	0.00	0.00	0.00%	225.00	0.00	225.00	100.00%	
Total Communications	**70,842.00**	**30.53%**	**6,756.66**	**6,982.78**	**(226.12)**	**-3.35%**	**23,669.97**	**21,628.87**	**2,041.10**	**8.62%**	
1520 - Finance											
FT Salaries	**66,863.00**	**31.79%**	7,714.96	6,948.50	766.46	9.93%	23,144.88	21,255.90	1,888.98	8.16%	
PT Salaries	**3,600.00**	**0.00%**	415.38	0.00	415.38	100.00%	1,246.15	0.00	1,246.15	100.00%	
PERA Contributions	**4,848.00**	**32.88%**	559.38	521.15	38.23	6.83%	1,678.15	1,594.22	83.93	5.00%	
FICA Contributions	**4,369.00**	**28.39%**	504.12	408.14	95.98	19.04%	1,512.35	1,240.43	271.92	17.98%	
Medicare Contributions	**1,022.00**	**28.38%**	117.92	95.44	22.48	19.06%	353.77	290.05	63.72	18.01%	
Health/Dental Insurance	**14,955.00**	**26.19%**	1,725.58	1,305.60	419.98	24.34%	5,176.73	3,916.80	1,259.93	24.34%	
Unemployment Benefits	**3,000.00**	**0.00%**	0.00	0.00	0.00	0.00%	2,000.00	0.00	2,000.00	100.00%	
Workers Compensation	**500.00**	**56.55%**	0.00	0.00	0.00	0.00%	125.00	282.76	(157.76)	-126.21%	
Office Supplies	**500.00**	**21.21%**	0.00	0.00	0.00	0.00%	125.00	106.07	18.93	15.14%	
Printed Forms	**500.00**	**0.00%**	0.00	0.00	0.00	0.00%	125.00	0.00	125.00	100.00%	
Audit Services	**27,000.00**	**45.28%**	15,000.00	0.00	15,000.00	-100.00%	15,000.00	12,225.00	2,775.00	18.50%	Fieldwork completed and billed earlier than anticipated in budget
Contract Services	**6,000.00**	**45.01%**	500.00	756.33	(256.33)	-51.27%	2,000.00	2,700.33	(700.33)	-35.02%	Will decrease now that audit substantially completed
Mileage	**50.00**	**0.00%**	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%	
Miscellaneous	**200.00**	**98.07%**	0.00	39.86	(39.86)	-100.00%	50.00	196.14	(146.14)	-292.28%	
Dues & Subscriptions	**740.00**	**0.00%**	0.00	0.00	0.00	0.00%	240.00	0.00	240.00	100.00%	
Conferences & Training	**500.00**	**0.00%**	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%	
Total Finance	**134,647.00**	**32.54%**	**26,537.34**	**10,075.02**	**16,462.32**	**62.03%**	**52,777.03**	**43,807.70**	**8,969.33**	**16.99%**	

	Full Year BUDGET		MONTH				YTD				
1910 - Planning & Zoning	2015	% to date	BUDGET Month	ACTUAL Month	Variance ($) Month	Variance (%) Month	BUDGET YTD	ACTUAL YTD	Variance ($) YTD	Variance (%) YTD	YTD variance notes
FT Salaries	**152,354.00**	**34.78%**	17,050.46	18,175.63	(1,125.17)	-6.60%	52,526.38	52,983.77	(457.39)	-0.87%	
PT Salaries	**3,600.00**	**0.00%**	415.38	0.00	415.38	100.00%	1,246.15	0.00	1,246.15	100.00%	
PERA Contributions	**9,849.00**	**38.23%**	1,136.42	1,363.18	(226.76)	-19.95%	3,409.27	3,765.44	(356.17)	-10.45%	
FICA Contributions	**8,646.00**	**35.69%**	997.62	1,062.13	(64.51)	-6.47%	2,992.85	3,085.46	(92.61)	-3.09%	
Medicare Contributions	**2,022.00**	**35.69%**	233.31	248.42	(15.11)	-6.48%	699.92	721.62	(21.70)	-3.10%	
Health/Dental Insurance	**32,047.00**	**37.60%**	3,697.73	4,017.00	(319.27)	-8.63%	11,093.19	12,051.00	(957.81)	-8.63%	
Workers Compensation	**800.00**	**71.82%**	0.00	0.00	0.00	0.00%	800.00	574.57	225.43	28.18%	
Developer escrow offset cost recovery	**(16,500.00)**	**-100.00%**	(1,375.00)	(1,851.04)	476.04	-34.62%	(5,500.00)	(7,222.92)	1,722.92	-31.33%	
Office Supplies	**1,800.00**	**4.66%**	150.00	0.00	150.00	100.00%	600.00	83.79	516.21	86.04%	
Printed Forms	**750.00**	**122.67%**	0.00	0.00	0.00	0.00%	250.00	920.00	(670.00)	-268.00%	
Engineering Services	**20,000.00**	**43.15%**	1,500.00	2,418.00	(918.00)	-61.20%	6,000.00	8,629.25	(2,629.25)	-43.82%	
Contract Services	**5,000.00**	**0.00%**	0.00	0.00	0.00	0.00%	1,250.00	0.00	1,250.00	100.00%	
Postage	**200.00**	**0.00%**	0.00	0.00	0.00	0.00%	50.00	0.00	50.00	100.00%	
Mileage	**250.00**	**0.00%**	20.00	0.00	20.00	100.00%	80.00	0.00	80.00	100.00%	
Miscellaneous	**500.00**	**0.00%**	40.00	0.00	40.00	100.00%	160.00	0.00	160.00	100.00%	
Dues & Subscriptions	**600.00**	**0.00%**	50.00	0.00	50.00	100.00%	200.00	0.00	200.00	100.00%	
Books	**300.00**	**0.00%**	25.00	0.00	25.00	100.00%	100.00	0.00	100.00	100.00%	
Conferences & Training	**2,000.00**	**11.25%**	0.00	0.00	0.00	0.00%	500.00	225.00	275.00	55.00%	
Total Planning & Zoning	**224,218.00**	**33.81%**	**23,940.92**	**25,433.32**	**(1,492.40)**	**-6.23%**	**76,457.76**	**75,816.98**	**640.78**	**0.84%**	
1930 - Engineering Services											
Engineering Services	**54,800.00**	**34.89%**	4,500.00	3,588.60	911.40	20.25%	18,000.00	19,119.40	(1,119.40)	-6.22%	
Total Engineering Services	**54,800.00**	**34.89%**	**4,500.00**	**3,588.60**	**911.40**	**20.25%**	**18,000.00**	**19,119.40**	**(1,119.40)**	**-6.22%**	
1940 - City Hall											
Cleaning Supplies	**50.00**	**0.00%**	0.00	0.00	0.00	0.00%	25.00	0.00	25.00	100.00%	
Building Repair Supplies	**300.00**	**0.00%**	25.00	0.00	25.00	100.00%	100.00	0.00	100.00	100.00%	
Utilities	**6,000.00**	**72.72%**	500.00	870.77	(370.77)	-74.15%	2,000.00	4,363.33	(2,363.33)	-118.17%	Budget assumed annex sale in 2014
Refuse	**353.00**	**134.16%**	0.00	112.94	(112.94)	-100.00%	353.00	473.60	(120.60)	-34.16%	
Repairs/Maint Contractual Bldg	**6,000.00**	**81.45%**	500.00	503.92	(3.92)	-0.78%	2,000.00	4,887.13	(2,887.13)	-144.36%	YTD: Electrical wiring needed in new rental office space ($2.7k)
Repairs/Maint Contractual Equip	**7,700.00**	**53.04%**	650.00	1,171.29	(521.29)	-80.20%	2,550.00	4,083.70	(1,533.70)	-60.15%	New copier lease and usage overage fees
Facility Lease	**29,532.00**	**33.33%**	2,461.00	2,461.00	0.00	0.00%	9,844.00	9,844.00	0.00	0.00%	
Miscellaneous	**300.00**	**121.06%**	25.00	293.00	(268.00)	-1072.00%	100.00	363.18	(263.18)	-263.18%	
Total City Hall	**50,235.00**	**47.81%**	**4,161.00**	**5,412.92**	**(1,251.92)**	**-30.09%**	**16,972.00**	**24,014.94**	**(7,042.94)**	**-41.50%**	
Total General Government	**984,063.00**	**37.94%**	**106,214.49**	**131,818.85**	**(25,604.36)**	**-24.11%**	**355,507.47**	**373,378.33**	**(17,870.86)**	**-5.03%**	

DEPT 420 - PUBLIC SAFETY	Full Year BUDGET		MONTH				YTD				
			BUDGET	ACTUAL	Variance ($)	Variance (%)	BUDGET	ACTUAL	Variance ($)	Variance (%)	
2100 - Police	2015	% to date	Month	Month	Month	Month	YTD	YTD	YTD	YTD	
Law Enforcement Contract	**517,799.00**	**0.20%**	0.00	0.00	0.00	0.00%	0.00	1,034.22	(1,034.22)	-100.00%	
Total Police	**517,799.00**	**0.20%**	**0.00**	**0.00**	**0.00**	**0.00%**	**0.00**	**1,034.22**	**(1,034.22)**	**-100.00%**	
2150 - Prosecution											
Attorney Criminal	**50,000.00**	**37.56%**	4,200.00	4,717.50	(517.50)	-12.32%	16,700.00	18,780.00	(2,080.00)	-12.46%	
Total Prosecution	**50,000.00**	**37.56%**	**4,200.00**	**4,717.50**	**(517.50)**	**-12.32%**	**16,700.00**	**18,780.00**	**(2,080.00)**	**-12.46%**	
2220 - Fire											
FT Salaries	**68,614.00**	**35.40%**	7,917.00	8,114.43	(197.43)	-2.49%	23,751.00	24,291.31	(540.31)	-2.27%	
PT Salaries	**123,121.00**	**23.89%**	14,206.27	9,309.68	4,896.59	34.47%	42,618.81	29,415.28	13,203.53	30.98%	YTD correction for accrual back to 2014 for POC FF
PERA Contributions	**12,116.00**	**39.92%**	1,398.00	1,612.10	(214.10)	-15.31%	4,194.00	4,836.68	(642.68)	-15.32%	
FICA Contributions	**7,633.00**	**27.32%**	880.73	455.18	425.55	48.32%	2,642.19	2,085.38	556.81	21.07%	
Medicare Contributions	**2,780.00**	**32.10%**	320.77	242.69	78.08	24.34%	962.31	892.46	69.85	7.26%	
Health/Dental Insurance	**14,243.00**	**36.08%**	1,643.42	1,713.00	(69.58)	-4.23%	4,930.27	5,139.00	(208.73)	-4.23%	
Unemployment Benefits	**0.00**	**0.00%**	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%	
Workers Compensation	**9,000.00**	**163.77%**	0.00	0.00	0.00	0.00%	9,000.00	14,739.09	(5,739.09)	-63.77%	Due to 18% rate increase
Office Supplies	**850.00**	**29.80%**	70.00	192.84	(122.84)	-175.49%	280.00	253.28	26.72	9.54%	
EMS Supplies	**3,400.00**	**3.81%**	280.00	0.00	280.00	100.00%	1,120.00	129.69	990.31	88.42%	
Fire Prevention	**3,000.00**	**0.00%**	250.00	0.00	250.00	100.00%	1,000.00	0.00	1,000.00	100.00%	
Fuel, Oil & Fluids	**13,000.00**	**20.69%**	1,075.00	977.02	97.98	9.11%	4,300.00	2,689.42	1,610.58	37.46%	
Small Tools & Equip	**20,892.00**	**5.12%**	1,750.00	608.34	1,141.66	65.24%	7,000.00	1,069.08	5,930.92	84.73%	
Physicals	**3,181.00**	**8.33%**	265.00	0.00	265.00	100.00%	1,060.00	265.00	795.00	75.00%	
Radio	**21,562.00**	**20.69%**	0.00	48.52	(48.52)	-100.00%	5,390.50	4,460.28	930.22	17.26%	
Mileage	**250.00**	**0.00%**	20.00	0.00	20.00	100.00%	90.00	0.00	90.00	100.00%	
Insurance	**8,307.00**	**87.02%**	0.00	7,229.00	(7,229.00)	-100.00%	8,307.00	7,229.00	1,078.00	12.98%	Annual premiums billed April
Electric Utility	**17,000.00**	**43.12%**	1,400.00	1,335.40	64.60	4.61%	5,800.00	7,330.88	(1,530.88)	-26.39%	
Refuse	**1,000.00**	**105.81%**	85.00	266.38	(181.38)	-213.39%	340.00	1,058.07	(718.07)	-211.20%	
Repair/Maint Bldg	**2,000.00**	**222.16%**	165.00	851.26	(686.26)	-415.92%	660.00	4,443.26	(3,783.26)	-573.22%	
Repair/Maint Equip	**33,260.00**	**14.43%**	2,770.00	110.21	2,659.79	96.02%	11,080.00	4,799.95	6,280.05	56.68%	
Uniforms	**2,500.00**	**18.93%**	208.00	54.50	153.50	73.80%	832.00	473.30	358.70	43.11%	
Miscellaneous	**1,500.00**	**65.47%**	125.00	555.04	(430.04)	-344.03%	500.00	982.01	(482.01)	-96.40%	
Dues & Subscriptions	**3,508.00**	**66.14%**	290.00	1,395.00	(1,105.00)	-381.03%	1,160.00	2,320.04	(1,160.04)	-100.00%	
Books	**220.00**	**0.00%**	20.00	0.00	20.00	100.00%	70.00	0.00	70.00	100.00%	
Conferences & Training	**12,375.00**	**20.05%**	1,000.00	875.00	125.00	12.50%	4,125.00	2,481.65	1,643.35	39.84%	
Conferences & Training (Reimb)	**0.00**	**0.00%**	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%	
Total Fire	**385,312.00**	**31.50%**	**36,139.19**	**35,945.59**	**193.60**	**0.54%**	**141,213.08**	**121,384.11**	**19,828.97**	**14.04%**	
2250 - Fire Relief											
Fire State Aid	**37,323.00**	**0.00%**	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%	
Total Fire Relief	**37,323.00**	**0.00%**	**0.00**	**0.00**	**0.00**	**0.00%**	**0.00**	**0.00**	**0.00**	**0.00%**	

2400 - Building Inspection	Full Year BUDGET 2015	% to date	MONTH BUDGET Month	MONTH ACTUAL Month	MONTH Variance ($) Month	MONTH Variance (%) Month	YTD BUDGET YTD	YTD ACTUAL YTD	YTD Variance ($) YTD	YTD Variance (%) YTD	
FT Salaries	**149,606.00**	**21.38%**	17,262.23	9,532.41	7,729.82	44.78%	51,786.69	31,980.07	19,806.62	38.25%	
PERA Contributions	**10,846.00**	**22.11%**	1,251.46	714.92	536.54	42.87%	3,754.38	2,398.48	1,355.90	36.12%	
FICA Contributions	**9,276.00**	**20.16%**	1,070.31	553.69	516.62	48.27%	3,210.92	1,870.13	1,340.79	41.76%	
Medicare Contributions	**2,169.00**	**20.16%**	250.27	129.48	120.79	48.26%	750.81	437.37	313.44	41.75%	
Health/Dental Insurance	**28,486.00**	**22.34%**	3,286.85	2,121.00	1,165.85	35.47%	9,860.54	6,363.00	3,497.54	35.47%	
Unemployment Benefits	**0.00**	**0.00%**	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%	
Workers Compensation	**1,000.00**	**220.14%**	0.00	0.00	0.00	0.00%	1,000.00	2,201.38	(1,201.38)	-120.14%	
Office Supplies	**2,100.00**	**4.87%**	175.00	0.00	175.00	100.00%	700.00	102.19	597.81	85.40%	
Printed Forms	**700.00**	**16.58%**	0.00	116.09	(116.09)	0.00%	175.00	116.09	58.91	0.00%	
Fuel, Oil & Fluids	**5,500.00**	**4.47%**	450.00	71.70	378.30	84.07%	1,800.00	246.07	1,553.93	86.33%	
Engineering	**9,000.00**	**23.67%**	750.00	668.45	81.55	10.87%	3,000.00	2,129.95	870.05	29.00%	
Inspector Contract Services	**67,200.00**	**14.38%**	4,000.00	2,623.00	1,377.00	34.43%	14,000.00	9,660.24	4,339.76	31.00%	
Mileage	**3,500.00**	**37.95%**	200.00	366.27	(166.27)	-83.14%	600.00	1,328.24	(728.24)	-121.37%	
Insurance	**900.00**	**20.00%**	75.00	180.00	(105.00)	-140.00%	300.00	180.00	120.00	40.00%	Annual premiums billed April
Repairs/Maint Equip	**2,300.00**	**9.94%**	200.00	228.68	(28.68)	-14.34%	725.00	228.68	496.32	68.46%	
Uniforms	**850.00**	**0.00%**	70.00	0.00	70.00	100.00%	280.00	89.98	190.02	67.86%	
Miscellaneous	**650.00**	**14.89%**	55.00	21.25	33.75	61.36%	220.00	96.76	123.24	56.02%	
Dues & Subscriptions	**700.00**	**0.00%**	60.00	0.00	60.00	100.00%	240.00	385.00	(145.00)	-60.42%	
Books	**3,000.00**	**23.95%**	500.00	0.00	500.00	100.00%	2,000.00	718.49	1,281.51	64.08%	
New Truck	**23,000.00**	**0.00%**	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%	
Conferences & Training	**2,775.00**	**16.58%**	0.00	0.00	0.00	0.00%	700.00	460.00	240.00	34.29%	
Total Building Inspections	**323,558.00**	**18.85%**	**29,656.12**	**17,326.94**	**12,329.18**	**41.57%**	**95,103.34**	**60,992.12**	**34,111.22**	**35.87%**	
2500 - Emergency Communications											
Contract Services	7,000.00	0.00%	0.00	0.00	0.00	0.00%	1,750.00	0.00	1,750.00	100.00%	
Total Emergency Communications	**7,000.00**	**0.00%**	**0.00**	**0.00**	**0.00**	**0.00%**	**1,750.00**	**0.00**	**1,750.00**	**100.00%**	
2700 - Animal Control											
Printed Forms	**0.00**	**0.00%**	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%	
Contract Services	**6,000.00**	**37.08%**	500.00	530.00	(30.00)	-6.00%	2,000.00	2,225.00	(225.00)	-11.25%	
Miscellaneous (Impounding)	800.00	60.00%	65.00	480.00	(415.00)	-638.46%	260.00	480.00	(220.00)	-84.62%	
Total Animal Control	**6,800.00**	**39.78%**	**565.00**	**1,010.00**	**(445.00)**	**-78.76%**	**2,260.00**	**2,705.00**	**(445.00)**	**-19.69%**	
Total Public Safety	**1,327,792.00**	**15.43%**	**70,560.31**	**59,000.03**	**11,560.28**	**16.38%**	**257,026.42**	**204,895.45**	**52,130.97**	**20.28%**	

DEPT 430 - PUBLIC WORKS	Full Year BUDGET		MONTH				YTD				
3100 - Public Works	2015	% to date	BUDGET Month	ACTUAL Month	Variance ($) Month	Variance (%) Month	BUDGET YTD	ACTUAL YTD	Variance ($) YTD	Variance (%) YTD	
FT Salaries	**153,314.00**	**31.54%**	17,690.08	14,049.83	3,640.25	20.58%	53,070.23	48,348.83	4,721.40	8.90%	Use of more FT vs PT; overall cost very close to budget
PT Salaries	**23,460.00**	**2.63%**	2,706.92	0.00	2,706.92	100.00%	8,120.77	618.00	7,502.77	92.39%	
PERA Contributions	**11,115.00**	**32.62%**	1,282.50	1,053.78	228.72	17.83%	3,847.50	3,626.19	221.31	5.75%	
FICA Contributions	**10,960.00**	**2.64%**	1,264.62	824.10	440.52	34.83%	3,793.85	289.58	3,504.27	92.37%	
Medicare Contributions	**2,563.00**	**26.18%**	295.73	192.70	103.03	34.84%	887.19	671.11	216.08	24.36%	
Health/Dental Insurance	**34,183.00**	**38.16%**	3,944.19	4,348.50	(404.31)	-10.25%	11,832.58	13,045.50	(1,212.92)	-10.25%	
Unemployment Benefits	**0.00**	**0.00%**	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%	
Workers Compensation	**6,000.00**	**228.79%**	500.00	0.00	500.00	100.00%	2,000.00	13,727.33	(11,727.33)	-586.37%	Expense spread out in the budget; 18% rate increase in 2015
Office Supplies	**2,000.00**	**0.00%**	165.00	0.00	165.00	100.00%	660.00	0.00	660.00	100.00%	
Shop Materials	**1,500.00**	**52.48%**	125.00	92.32	32.68	26.14%	500.00	787.18	(287.18)	-57.44%	
Building Repair Supplies	**500.00**	**17.35%**	40.00	0.00	40.00	100.00%	160.00	86.75	73.25	45.78%	
Small Tools and Minor Equip	**1,200.00**	**68.30%**	100.00	329.53	(229.53)	-229.53%	400.00	819.57	(419.57)	-104.89%	
Engineering Services	**9,000.00**	**70.78%**	750.00	886.25	(136.25)	-18.17%	3,000.00	6,370.25	(3,370.25)	-112.34%	
Contract Services	**4,000.00**	**12.63%**	0.00	116.48	(116.48)	-100.00%	2,000.00	505.33	1,494.67	74.73%	
Radio	**1,300.00**	**23.77%**	0.00	0.00	0.00	0.00%	325.00	309.06	15.94	4.90%	
Mileage	**0.00**	**0.00%**	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%	
Insurance	**20,000.00**	**78.74%**	0.00	15,748.00	(15,748.00)	-100.00%	20,000.00	15,748.00	4,252.00	21.26%	Annual premiums billed April
Electric Utility	**28,000.00**	**44.87%**	2,000.00	2,652.08	(652.08)	-32.60%	11,500.00	12,562.42	(1,062.42)	-9.24%	
Refuse	**2,400.00**	**35.86%**	200.00	216.67	(16.67)	-8.33%	800.00	860.64	(60.64)	-7.58%	
Fuel, Oil, Fluids (ALL depts)	**42,000.00**	**19.51%**	2,500.00	2,646.76	(146.76)	-5.87%	17,500.00	8,193.71	9,306.29	53.18%	
Repair/Maint Bldg	**3,500.00**	**73.54%**	300.00	699.00	(399.00)	-133.00%	1,100.00	2,573.84	(1,473.84)	-133.99%	
Repair/Maint NOT Bldg	**500.00**	**0.00%**	40.00	0.00	40.00	100.00%	160.00	0.00	160.00	100.00%	
Repair/Maint Equip (out)	**5,000.00**	**5.15%**	400.00	0.00	400.00	100.00%	1,600.00	257.50	1,342.50	83.91%	
Equipment Parts	**7,500.00**	**0.00%**	625.00	68.92	556.08	88.97%	2,500.00	2,255.09	244.91	9.80%	
Uniforms	**2,000.00**	**29.13%**	165.00	264.22	(99.22)	-60.13%	660.00	582.60	77.40	11.73%	
Miscellaneous	**1,000.00**	**13.33%**	50.00	0.00	50.00	100.00%	200.00	133.33	66.67	33.34%	
Landscaping Material	**500.00**	**0.00%**	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%	
Dues & Subscriptions	**200.00**	**0.00%**	0.00	0.00	0.00	0.00%	50.00	0.00	50.00	100.00%	
Conferences & Training	**1,500.00**	**0.00%**	0.00	0.00	0.00	0.00%	375.00	0.00	375.00	100.00%	
Clean up Days	**5,000.00**	**0.00%**	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%	
Total Public Works	**380,195.00**	**34.82%**	**35,144.04**	**44,189.14**	**(9,045.10)**	**-25.74%**	**147,042.12**	**132,371.81**	**14,670.31**	**9.98%**	
3120 - Streets											
Equipment Parts	**3,000.00**	**0.00%**	250.00	0.00	250.00	100.00%	1,000.00	0.00	1,000.00	100.00%	
Street Maintenance Materials	**20,000.00**	**11.78%**	2,000.00	1,459.62	540.38	27.02%	5,000.00	2,356.66	2,643.34	52.87%	
Seal Coating/Crack Filling	**186,578.00**	**0.00%**	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%	
Sign Repair Materials	**2,500.00**	**0.00%**	200.00	0.00	200.00	100.00%	700.00	0.00	700.00	100.00%	
Contract Services	**8,000.00**	**8.92%**	0.00	0.00	0.00	0.00%	0.00	713.54	(713.54)	-100.00%	
Repairs/Maint Equipment	**2,500.00**	**0.00%**	210.00	0.00	210.00	100.00%	840.00	0.00	840.00	100.00%	
Total Streets	**222,578.00**	**1.38%**	**2,660.00**	**1,459.62**	**1,200.38**	**45.13%**	**7,540.00**	**3,070.20**	**4,469.80**	**59.28%**	

	Full Year		MONTH				YTD				
3125 - Ice & Snow Removal	BUDGET 2015	% to date	BUDGET Month	ACTUAL Month	Variance ($) Month	Variance (%) Month	BUDGET YTD	ACTUAL YTD	Variance ($) YTD	Variance (%) YTD	
Landscaping Material	**0.00**	**100.00%**	0.00	0.00	0.00	0.00%	0.00	580.14	(580.14)	-100.00%	
Sand/Salt	**80,000.00**	**29.66%**	0.00	0.00	0.00	0.00%	45,000.00	23,724.41	21,275.59	47.28%	
Contract Services	**6,000.00**	**0.00%**	500.00	0.00	500.00	100.00%	2,000.00	0.00	2,000.00	100.00%	
Repairs/Maint Equipment	**9,500.00**	**95.22%**	750.00	0.00	750.00	100.00%	2,900.00	9,045.92	(6,145.92)	-211.93%	Includes $7,200 for snow plow blades
Total Ice & Snow Removal	**95,500.00**	**34.92%**	**1,250.00**	**0.00**	**1,250.00**	**100.00%**	**49,900.00**	**33,350.47**	**16,549.53**	**33.17%**	
3160 - Street Lighting											
Street Lighting	**28,000.00**	**29.21%**	2,350.00	1,997.69	352.31	14.99%	9,400.00	8,179.37	1,220.63	12.99%	
Total Street Lighting	**28,000.00**	**29.21%**	**2,350.00**	**1,997.69**	**352.31**	**14.99%**	**9,400.00**	**8,179.37**	**1,220.63**	**12.99%**	
3200 - Recycling											
Recycling Supplies	**3,500.00**	**0.00%**	0.00	0.00	0.00	0.00%	1,750.00	0.00	1,750.00	100.00%	
Miscellaneous	**6,000.00**	**0.00%**	500.00	0.00	500.00	100.00%	2,000.00	0.00	2,000.00	100.00%	
Total Recycling	**9,500.00**	**0.00%**	**500.00**	**0.00**	**500.00**	**100.00%**	**3,750.00**	**0.00**	**3,750.00**	**100.00%**	
3250 - Tree Program											
Contract Services	**6,000.00**	**0.00%**	500.00	0.00	500.00	100.00%	2,000.00	0.00	2,000.00	100.00%	
Total Tree Program	**6,000.00**	**0.00%**	**500.00**	**0.00**	**500.00**	**100.00%**	**2,000.00**	**0.00**	**2,000.00**	**100.00%**	
Total Public Works	**741,773.00**	**23.86%**	42,404.04	47,646.45	(5,242.41)	-12.36%	219,632.12	176,971.85	42,660.27	19.42%	

DEPT 450 - CULTURE, RECREATIO	Full Year BUDGET		MONTH				YTD				
5200 - Parks & Recreation	2015	% to date	BUDGET Month	ACTUAL Month	Variance ($) Month	Variance (%) Month	BUDGET YTD	ACTUAL YTD	Variance ($) YTD	Variance (%) YTD	
FT Salaries	77,847.00	59.88%	8,982.35	17,133.05	(8,150.70)	-90.74%	26,947.04	46,611.51	(19,664.47)	-72.97%	Position switch from new employee at lower rate to long term ee
PT Salaries	6,820.00	44.57%	786.92	0.00	786.92	100.00%	2,360.77	3,039.50	(678.73)	-28.75%	
PERA Contributions	5,644.00	61.52%	651.23	1,261.46	(610.23)	-93.70%	1,953.69	3,472.31	(1,518.62)	-77.73%	
FICA Contributions	5,249.00	56.28%	605.65	1,009.61	(403.96)	-66.70%	1,816.96	2,953.96	(1,137.00)	-62.58%	
Medicare Contributions	1,228.00	56.25%	141.69	236.12	(94.43)	-66.65%	425.08	690.80	(265.72)	-62.51%	
Health/Dental Insurance	19,940.00	32.74%	2,300.77	2,176.20	124.57	5.41%	6,902.31	6,527.80	374.51	5.43%	
Unemployment Benefits	0.00	0.00%	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%	
Workers Compensation	4,000.00	89.62%	0.00	0.00	0.00	0.00%	4,000.00	3,584.75	415.25	10.38%	
Shop Materials	500.00	34.77%	40.00	60.94	(20.94)	-52.35%	160.00	173.84	(13.84)	-8.65%	
Chemicals	750.00	0.00%	62.50	0.00	62.50	100.00%	250.00	0.00	250.00	100.00%	
Equipment Parts	2,000.00	46.20%	165.00	399.87	(234.87)	-142.35%	660.00	923.96	(263.96)	-39.99%	
Building Repair Supplies	500.00	15.26%	40.00	0.00	40.00	100.00%	160.00	76.32	83.68	52.30%	
Landscaping Materials	3,000.00	9.44%	250.00	268.05	(18.05)	-7.22%	1,000.00	283.09	716.91	71.69%	
Small Tools and Minor Equip	1,000.00	30.79%	85.00	307.91	(222.91)	-262.25%	335.00	307.91	27.09	8.09%	
Mileage	0.00	0.00%	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%	
Insurance	3,200.00	95.03%	0.00	3,041.00	(3,041.00)	-100.00%	3,200.00	3,041.00	159.00	4.97%	Annual premiums billed April
Electric Utility	8,500.00	48.18%	600.00	947.90	(347.90)	-57.98%	2,950.00	4,095.40	(1,145.40)	-38.83%	
Refuse	2,500.00	0.00%	208.33	0.00	208.33	100.00%	833.32	0.00	833.32	100.00%	
Repair/Maint Bldg	1,000.00	128.41%	85.00	30.74	54.26	63.84%	335.00	1,284.07	(949.07)	-283.30%	
Repair/Maint NOT Bldg	2,500.00	28.36%	200.00	709.00	(509.00)	-254.50%	800.00	709.00	91.00	11.38%	
Repair/Maint Equip	1,500.00	0.00%	125.00	0.00	125.00	100.00%	500.00	0.00	500.00	100.00%	
Rental Buildings	4,600.00	4.30%	383.33	66.00	317.33	82.78%	1,533.32	198.00	1,335.32	87.09%	
Miscellaneous	750.00	24.67%	62.50	0.00	62.50	100.00%	250.00	185.00	65.00	26.00%	
Total Parks & Recreation	**153,028.00**	**51.07%**	**15,775.27**	**27,647.85**	**(11,872.58)**	**-75.26%**	**57,372.49**	**78,158.22**	**(20,785.73)**	**-36.23%**	
IT & Telephone											
IT-Hardware	9,100.00	12.85%	0.00	1,169.01	(1,169.01)	-100.00%	0.00	1,169.01	(1,169.01)	-100.00%	
IT-Software	16,000.00	26.29%	1,333.00	332.00	1,001.00	0.00%	5,332.00	4,207.00	1,125.00	0.00%	
IT-Support Services	36,000.00	32.79%	3,000.00	2,951.42	48.58	1.62%	12,000.00	11,805.68	194.32	1.62%	
IT-Networking	7,800.00	0.00%	0.00	0.00	0.00	0.00%	1,950.00	0.00	1,950.00	0.00%	
INET Contingency	16,000.00	0.00%	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%	
Telephone	24,660.00	24.33%	2,055.00	1,545.86	509.14	24.78%	8,220.00	5,998.89	2,221.11	27.02%	
Total IT & Telephone	**109,560.00**	**21.16%**	**6,388.00**	**5,998.29**	**389.71**	**6.10%**	**27,502.00**	**23,180.58**	**4,321.42**	**15.71%**	
Grand Total all Expenses	**3,316,216.00**	**25.83%**	**241,342.11**	**272,111.47**	**(30,769.36)**	**-12.75%**	**917,040.50**	**856,584.43**	**60,456.07**	**6.59%**	
Subtotal Net Income over Expenses	**482,118.00**	**-121.36%**	**(171,619.86)**	**(206,590.69)**	**(34,970.83)**	**-20.38%**	**(579,619.50)**	**(585,094.93)**	**(5,475.43)**	**-0.94%**	
DEPT 460 - COMP ADJ	**35,000.00**	**0.00%**	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%	
Debt Service increase	**247,118.00**	**0.00%**	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%	
Transfer to City Projects (Streets)	**0.00**	**0.00%**	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%	
DEPT 493 - OTH FINANCING	**200,000.00**	**0.00%**	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%	
GRAND TOTAL EXP ALL DEPTS	**3,798,334.00**	**22.55%**	**241,342.11**	**272,111.47**	**(30,769.36)**	**-12.75%**	**917,040.50**	**856,584.43**	**60,456.07**	**6.59%**	
Net Income over Expenses	**0.00**	**0.00%**	**(171,619.86)**	**(206,590.69)**	**(34,970.83)**	**-20.38%**	**(579,619.50)**	**(585,094.93)**	**(5,475.43)**	**-0.94%**	

City of Lake Elmo
Budget to Actual
2015 By Month
As of April 30, 2015
206-Library Fund
By Department

	Full Year BUDGET 2015	% to date	Month 2015 BUDGET	Month 2015 ACTUALS	Month Over/ (under)	YTD 2015 BUDGET	YTD 2015 ACTUALS	YTD Over/ (under)	Notes
REVENUE									
Current Ad Valorem Taxes	231,261.00	0.00%	0.00	0.00	0.00	0.00	0.00	0.00	Funds received from WA Cty July and December
Rental Income	11,400.00	33.33%	950.00	950.00	0.00	3,800.00	3,800.00	0.00	
Interest Earnings	0.00	0.00%	0.00	0.00	0.00	0.00	0.00	0.00	
Miscellaneous Revenue	0.00	0.00%	0.00	0.00	0.00	0.00	0.00	0.00	
Donations	0.00	100.00%	0.00	0.00	0.00	0.00	40.00	40.00	
Total Revenue	242,661.00	1.58%	950.00	950.00	0.00	3,800.00	3,840.00	40.00	
EXPENSE					(Over)/ under			(Over)/ under	
FT Salaries	45,000.00	34.61%	3,750.00	5,191.21	(1,441.21)	15,000.00	15,573.80	(573.80)	3 pay periods in April
PT Salaries	16,000.00	3.24%	1,333.33	518.00	815.33	5,333.33	518.00	4,815.33	
PERA Contributions	4,422.50	27.29%	368.54	428.19	(59.65)	1,474.17	1,206.88	267.29	
FICA Contributions	3,782.00	24.60%	315.17	330.59	(15.42)	1,260.67	930.30	330.37	
Medicare Contributions	884.50	24.60%	73.71	77.32	(3.61)	294.83	217.58	77.25	
Health/Dental Insurance	11,987.00	40.84%	998.92	1,632.00	(633.08)	3,995.67	4,896.00	(900.33)	Budget showed consistent monthly cost; not impact
Unemployment Benefits	0.00	0.00%	0.00	0.00	0.00	0.00	0.00	0.00	of multiple pay period months
Workers Compensation	350.00	0.00%	0.00	0.00	0.00	350.00	0.00	350.00	
Library svcs supplies	1,100.00	0.00%	91.67	0.00	91.67	366.68	0.00	366.68	
Office Supplies	4,100.00	0.00%	341.67	0.00	341.67	1,366.68	0.00	1,366.68	
Library Collection Maintenance	49,700.00	18.50%	4,141.67	1,060.00	3,081.67	16,566.67	9,195.01	7,371.66	
Legal Services	2,000.00	24.15%	0.00	312.00	(312.00)	500.00	483.00	17.00	
Contract Services	3,000.00	0.00%	250.00	0.00	250.00	1,000.00	0.00	1,000.00	Snow Plowing
Telephone	1,600.00	32.26%	133.33	128.20	5.13	533.32	516.19	17.13	
Internet	1,000.00	18.14%	83.33	44.93	38.40	333.33	181.43	151.90	
Information Technology (Equino	3,220.00	0.00%	0.00	0.00	0.00	3,220.00	0.00	3,220.00	
Software	0.00	0.00%	0.00	0.00	0.00	0.00	0.00	0.00	
Insurance	2,700.00	69.74%	0.00	1,688.00	(1,688.00)	1,350.00	1,883.00	(533.00)	
Utilities	7,550.00	37.79%	666.66	591.79	74.87	2,516.64	2,853.32	(336.68)	
Refuse	550.00	36.06%	45.83	49.89	(4.06)	183.32	198.34	(15.02)	
Repair/Maint Bldg	14,000.00	92.48%	1,166.67	870.44	296.23	4,666.67	12,947.22	(8,280.55)	YTD includes Roof repairs
Repair/Maint NOT Bldg	0.00	0.00%	0.00	0.00	0.00	0.00	0.00	0.00	
Repair/Maint Equip (out-LH Imp	0.00	0.00%	0.00	0.00	0.00	0.00	420.00	(420.00)	
Library Card Reimbursements	24,000.00	42.08%	2,300.00	660.00	1,640.00	12,800.00	10,100.00	2,700.00	
Miscellaneous	2,000.00	0.00%	166.66	0.00	166.66	666.64	0.00	666.64	
Building Purchase Repmt	0.00	0.00%	0.00	0.00	0.00	0.00	0.00	0.00	
Building-Property Tax	2,600.00	0.00%	0.00	0.00	0.00	0.00	0.00	0.00	
Other Equipment	0.00	0.00%	0.00	0.00	0.00	0.00	0.00	0.00	
Subscriptions	0.00	0.00%	0.00	0.00	0.00	0.00	0.00	0.00	
Conferences & Training	2,500.00	0.00%	0.00	0.00	0.00	0.00	0.00	0.00	
Programs	7,500.00	0.00%	625.00	0.00	625.00	2,500.00	0.00	2,500.00	
Internal charges	1,600.00	22.63%	130.00	54.00	76.00	560.00	362.00	198.00	$2 per card processing fee plus billable City resources
Total Library	**213,146.00**	**29.31%**	**16,982.16**	**13,636.56**	**3,345.60**	**76,838.62**	**62,482.07**	**14,356.55**	(No City resources billed to date)
Net Income/(Expense)	**29,515.00**		(16,032.16)	(12,686.56)	3,345.60	(73,038.62)	(58,642.07)	14,396.55	
					-20.87%			-19.71%	
12/31/14 Cash Balance	172,205.10						206,407.26		
Net Income/(Expense)	29,515.00						(58,642.07)		
Accrued AP							(1,397.47)		
CIP (self funded)	(70,000.00)								
Contingencies	0.00								
2014 AP accrual reversal									
Ending Cash Balance	131,720.10						146,367.72		

THE CITY OF LAKE ELMO

MAYOR & COUNCIL COMMUNICATION

DATE: **May 19, 2015**
CONSENT ITEM **7**

AGENDA ITEM: New Single Family Home Permit Report

SUBMITTED BY: Rick Chase, Building Official

THROUGH: Rick Chase, Building Official

REVIEWED BY: Kyle Klatt, Planning Director

SUGGESTED ORDER OF BUSINESS:

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

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

LEGISLATIVE HISTORY/BACKGROUND INFORMATION:

	2015	2014	2013
New Homes	20	6	11
Total valuation	$7,551,994	$3,912,800	$4,796,742
Average home value	377,599	652,000	436,000
Total Valuation YTD	10,760,747	5,721,971	6,383,967

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

THE CITY OF LAKE ELMO

MAYOR & COUNCIL COMMUNICATION

DATE: May 19, 2015
CONSENT ITEM# 8

AGENDA ITEM: Monthly Assessor Report

SUBMITTED BY: Dan Raboin, City Assessor

THROUGH: Cathy Bendel, Finance Director

REVIEWED BY: Cathy Bendel, Finance Director

SUGGESTED ORDER OF BUSINESS:

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

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

LEGISLATIVE HISTORY/BACKGROUND INFORMATION:

Property splits/plats – 0
Sales collected and viewed – 11
Taxpayer inquiries – 16
Miscellaneous inquiries - 7
Inspections – Residential – 9; Commercial – 3
Building permit reviews – 26
Pictures taken – 8

Other work performed included:

- Receiving valuation related phone calls/inspecting properties

- 2015 LBAE Meeting on 4/22/15
  >4 reviews during meeting; 3 in person and 1 appeal via letter
  Activity prior to/related to meeting:
  >33 Telephone/email inquiries
  >53 Maintenance changes approved
  >44 Land value corrections
  >9 Building/land adjustments
- Inspection of all exempt properties in the City
- Printing of residential field cards for the 2016 quintile (Sections 10 thru 13)
- Monthly meeting with County residential and commercial supervisors
- Input of all inspection and permit work
- Perform sales verifications and land value analysis using MLS and other resources
- Field telephone inquiries

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

THE CITY OF LAKE ELMO

MAYOR & COUNCIL COMMUNICATION

DATE: **May 19, 2015**
CONSENT ITEM # **9**

AGENDA ITEM: 39th Street North: Street and Sanitary Sewer Improvements – Pay Request No. 4

SUBMITTED BY: Chad Isakson, Project Engineer

THROUGH: Dean A. Zuleger, City Administrator

REVIEWED BY: Jack Griffin, City Engineer
Cathy Bendel, Finance Director

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

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

POLICY RECOMMENDER: Engineering

FISCAL IMPACT:

None. Partial payment is proposed in accordance with the approved Contract and change orders for the project.

SUMMARY AND ACTION REQUESTED:

The City Council is respectfully requested to consider approving Pay Request No. 4 for the 39th Street North: Street and Sanitary Sewer Improvements project. If removed from the consent agenda, the recommended motion for the action is as follows:

"Move to approve Pay Request No. 4 to Geislinger & Sons Inc. in the amount of $526,866.15 for the 39th Street North: Street and Sanitary Sewer Improvements".

LEGISLATIVE HISTORY/BACKGROUND INFORMATION:

Geislinger & Sons Inc., the Contractor for the project, has submitted Partial Pay Estimate No. 4 in the amount of $526,866.15. The request has been reviewed and payment is recommended in the amount requested. In accordance with the contract documents, the City has retained 5% of the total work completed. The amount retained is $87,184.68.

RECOMMENDATION:

Staff is recommending that the City Council consider approving, *as part of the Consent Agenda,* Pay Request No. 4 for the 39th Street North: Street and Sanitary Sewer Improvements project. If removed from the consent agenda, the recommended motion for the action is as follows:

"Move to approve Pay Request No. 4 to Geislinger & Sons Inc. in the amount of $526,866.15, for the 39th Street North: Street and Sanitary Sewer Improvements".

ATTACHMENT(S):

1. Partial Pay Estimate No. 4

PROJECT PAY FORM

PARTIAL PAY ESTIMATE NO. 4	**FOCUS** ENGINEERING, inc.
39TH ST N: STREET AND SANITARY SEWER IMPROVEMENTS **PROJECT NO. 2014.131**	PERIOD OF ESTIMATE FROM **12/1/2014** TO **5/8/2015**

PROJECT OWNER: **CITY OF LAKE ELMO** **3800 LAVERNE AVENUE NORTH** **LAKE ELMO, MN 55042** **ATTN: JACK GRIFFIN, CITY ENGINEER**	CONTRACTOR: **GEISLINGER & SONS, INC.** **511 CENTRAL AVE S, PO BOX 437** **WATKINS, MINNESOTA 55389** **ATTN: GARY LUEBBEN, PROJECT MANAGER**

CONTRACT CHANGE ORDER SUMMARY

No.	Approval Date	Amount Additions	Amount Deductions
1	9/16/2014	$118,975.00	
2	2/3/2015	$22,214.00	
3	2/24/2015	$19,435.00	
4	4/7/2015	$154,440.00	
TOTALS		$315,064.00	$0.00
NET CHANGE		$315,064.00	

PAY ESTIMATE SUMMARY

1. Original Contract Amount	$1,760,458.80
2. Net Change Order Sum	$315,064.00
3. Revised Contract (1+2)	$2,075,522.80
4. *Work Completed	$1,743,693.64
5. *Stored Materials	$0.00
6. Subtotal (4+5)	$1,743,693.64
7. Retainage* **5.0%**	$87,184.68
8. Previous Payments	$1,129,642.81
9. Amount Due (6-7-8)	**$526,866.15**

Detailed Breakdown Attached

CONTRACT TIME

START DATE:	**9/2/2014**	ORIGINAL DAYS	347	ON SCHEDULE	
SUBSTANTIAL COMPLETION:	**6/30/2015**	REVISED DAYS	0	YES	X
FINAL COMPLETION:	**8/15/2015**	REMAINING	99	NO	

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

FOCUS Engineering, inc.
Chl dh
ENGINEER
5/11/2015
DATE

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

CONTRACTOR
Gary Luebben
BY
5/11/2015
DATE

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

BY
DATE

BY
DATE

PARTIAL PAY ESTIMATE NO. 4

39TH ST N: STREET AND SANITARY SEWER IMPROVEMENTS
CITY OF LAKE ELMO, MINNESOTA
PROJECT NO. 2014.131

FOCUS ENGINEERING, inc.

ITEM	DESCRIPTION OF PAY ITEM	UNIT	CONTRACT			THIS PERIOD		TOTAL TO DATE	
			QUANTITY	UNIT PRICE	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT
	PART 1 - SANITARY SEWER								
1	8" PVC SANITARY SEWER, SDR 26, 20' - 25' DEEP	LF	62	$125.00	$7,750.00	0	$0.00	153.00	$19,125.00
2	10" PVC SANITARY SEWER, SDR 26, 15' - 20' DEEP	LF	1,025	$87.00	$89,175.00	0	$0.00	1,054.00	$91,698.00
3	10" PVC SANITARY SEWER, SDR 26, 20' - 25' DEEP	LF	315	$89.00	$28,035.00	0	$0.00	284	$25,276.00
4	12" PVC SANITARY SEWER, SDR 26, 15' - 20' DEEP	LF	500	$92.00	$46,000.00	0	$0.00	495	$45,540.00
5	12" PVC SANITARY SEWER, SDR 26, 20' - 25' DEEP	LF	630	$94.00	$59,220.00	0	$0.00	632	$59,408.00
6	10" PVC SANITARY SEWER, SDR 26, IN CASING	LF	100	$40.00	$4,000.00	0	$0.00	100	$4,000.00
7	12" PVC SANITARY SEWER, SDR 26, IN CASING	LF	120	$45.00	$5,400.00	0	$0.00	120	$5,400.00
8	20" STEEL CASING PIPE (JACK/AUGERED)	LF	100	$525.00	$52,500.00	0	$0.00	100	$52,500.00
9	24" STEEL CASING PIPE (JACK/AUGERED)	LF	120	$535.00	$64,200.00	0	$0.00	120	$64,200.00
10	PIPE FOUNDATION ROCK	LF	1,400	$0.10	$140.00	0	$0.00	118	$11.80
11	TELEVISING	LF	2,850	$2.00	$5,700.00	0	$0.00	0	$0.00
12	4' DIAMETER SANITARY SEWER MH	EA	12	$3,000.00	$36,000.00	0	$0.00	12	$36,000.00
13	4' DIAMETER EXCESS MANHOLE DEPTH	LF	140	$125.00	$17,500.00	0	$0.00	117.7	$14,712.50
14	10"X6" PVC WYE, SDR 26	EA	6	$400.00	$2,400.00	0	$0.00	6	$2,400.00
15	12"X6" PVC WYE, SDR 26	EA	4	$460.00	$1,840.00	0	$0.00	6	$2,760.00
16	6" PVC SCH 40 SANITARY SEWER RISER	LF	85	$35.00	$2,975.00	0	$0.00	118	$4,130.00
17	6" PVC SCH 40 SANITARY SEWER SERVICE	LF	400	$32.00	$12,800.00	0	$0.00	389	$12,448.00
18	PRECAST CONCRETE JERSEY BARRIERS AT HIGHWAY 5 JACKING PITS	LS	1	$4,500.00	$4,500.00	0	$0.00	1	$4,500.00
19	PRECAST CONCRETE JERSEY BARRIERS AT HIGHWAY 17 JACKING PITS	LS	1	$4,500.00	$4,500.00	0	$0.00	1	$4,500.00
20	CROSS EXISTING WATER SERVICE	EA	7	$450.00	$3,150.00	0	$0.00	7	$3,150.00
21	EXPLORATORY DIGGING	HR	5	$500.00	$2,500.00	0	$0.00	0	$0.00
	SUBTOTAL - PART 1				$450,285.00		$0.00		$451,759.30
	PART 2 - WATERMAIN								
1	TEMPORARY WATER SYSTEM	LS	1	$1,500.00	$1,500.00	0	$0.00	1	$1,500.00
2	CONNECT TO EXISTING 6" WATER MAIN	EA	3	$900.00	$2,700.00	0	$0.00	1	$900.00
3	CONNECT TO EXISTING 8" WATER MAIN	EA	1	$950.00	$950.00	0	$0.00	1	$950.00
4	CUT IN 8" X 8" TEE	EA	1	$2,600.00	$2,600.00	0	$0.00	0	$0.00
5	REMOVE AND DISPOSE OF EXISTING GATE VALVE & BOX	EA	3	$1,500.00	$4,500.00	0	$0.00	0	$0.00
6	REMOVE AND REPLACE 6" GATE VALVE & BOX	EA	4	$3,400.00	$13,600.00	0	$0.00	4	$13,600.00
7	REMOVE AND REPLACE 8" GATE VALVE & BOX	EA	11	$3,900.00	$42,900.00	0	$0.00	10	$39,000.00
8	REMOVE AND DISPOSE OF EXISTING HYDRANT	EA	5	$760.00	$3,800.00	0	$0.00	3	$2,280.00
9	6" DIP CL. 52 WATER MAIN	LF	70	$46.00	$3,220.00	0	$0.00	30.5	$1,403.00
10	8" DIP CL. 52 WATER MAIN	LF	30	$53.00	$1,590.00	0	$0.00	88	$4,664.00
11	6" GATE VALVE AND BOX	EA	4	$1,450.00	$5,800.00	0	$0.00	1	$1,450.00
12	HYDRANT	EA	5	$4,000.00	$20,000.00	0	$0.00	3	$12,000.00
13	VALVE BOX EXTENSION	LF	2	$260.00	$520.00	0	$0.00	0	$0.00
14	HYDRANT EXTENSION	LF	1	$600.00	$600.00	0	$0.00	0	$0.00
15	DUCTILE IRON FITTINGS	LB	100	$10.00	$1,000.00	0	$0.00	94	$940.00
	SUBTOTAL - PART 2				$105,280.00		$0.00		$78,687.00
	PART 3 - STORM SEWER								
1	REMOVE AND DISPOSE OF EXISTING STORM SEWER	LF	910	$10.00	$9,100.00	0	$0.00	902	$9,020.00
2	REMOVE AND DISPOSE OF EXISTING STORM SEWER MANHOLE	EA	8	$400.00	$3,200.00	0	$0.00	8	$3,200.00
3	POTHOLE EXISTING WATER MAIN	EA	7	$450.00	$3,150.00	0	$0.00	7	$3,150.00
4	12" RCP STORM SEWER, CLASS 5	LF	70	$40.00	$2,800.00	0	$0.00	70	$2,800.00
5	15" RCP STORM SEWER, CLASS 5	LF	891	$42.00	$37,422.00	0	$0.00	891	$37,422.00
6	18" RCP STORM SEWER, CLASS 5	LF	236	$45.00	$10,620.00	0	$0.00	236	$10,620.00
7	24" RCP STORM SEWER, CLASS 4	LF	369	$62.00	$22,878.00	0	$0.00	369	$22,878.00
8	12" RCP FLARED END SECTION INCL TRASH GUARD	EA	2	$900.00	$1,800.00	0	$0.00	2	$1,800.00
9	18" RCP FLARED END SECTION INCL TRASH GUARD	EA	2	$1,050.00	$2,100.00	0	$0.00	2	$2,100.00
10	24" RCP FLARED END SECTION INCL TRASH GUARD	EA	1	$1,400.00	$1,400.00	0	$0.00	1	$1,400.00
11	RIP RAP, CLASS 3	CY	8	$115.00	$920.00	0	$0.00	0	$0.00
12	2'X3' CATCH BASIN	EA	3	$2,100.00	$6,300.00	0	$0.00	3	$6,300.00
13	4' DIA CATCH BASIN/MANHOLE	EA	5	$2,500.00	$12,500.00	0	$0.00	5	$12,500.00
14	5' DIA CATCH BASIN/MANHOLE	EA	2	$3,600.00	$7,200.00	0	$0.00	2	$7,200.00
15	5' DIA CATCH BASIN/MANHOLE W/ SUMP	EA	1	$4,350.00	$4,350.00	0	$0.00	1	$4,350.00
16	BULKHEAD 15" RCP STORM SEWER	EA	1	$125.00	$125.00	0	$0.00	1	$125.00
17	BULKHEAD 18" RCP STORM SEWER	EA	1	$150.00	$150.00	0	$0.00	1	$150.00
18	BULKHEAD 36" RCP STORM SEWER	EA	1	$225.00	$225.00	0	$0.00	1	$225.00
19	INLET PROTECTION	EA	12	$175.00	$2,100.00	0	$0.00	3	$525.00
20	INSULATION	SY	30	$30.00	$900.00	0	$0.00	24	$720.00
21	POND EXCAVATION (P)	CY	420	$10.00	$4,200.00	0	$0.00	420	$4,200.00
22	INFILTRATION SWALE EXCAVATION (P)	CY	675	$10.00	$6,750.00	0	$0.00	0	$0.00
23	SEED MIX 330 AND HYDROMULCH	SY	1600	$2.75	$4,400.00	0	$0.00	0	$0.00
	SUBTOTAL - PART 3				$144,590.00		$0.00		$130,685.00
	PART 4 - STREET IMPROVEMENTS								
1	MOBILIZATION	LS	1	$90,000.00	$90,000.00	0.00	$0.00	0.75	$67,500.00
2	TRAFFIC CONTROL	LS	1	$9,000.00	$9,000.00	0.00	$0.00	0.75	$6,750.00

ITEM	DESCRIPTION OF PAY ITEM	UNIT	CONTRACT			THIS PERIOD		TOTAL TO DATE	
			QUANTITY	UNIT PRICE	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT
3	TEMPORARY ROCK CONSTRUCTION ENTRANCE	EA	3	$1,200.00	$3,600.00	0.00	$0.00	1	$600.00
4	CLEAR AND GRUB TREES AND BRUSH	LS	1	$4,500.00	$4,500.00	1.00	$4,500.00	1	$4,500.00
5	TEMPORARY ACCESS GRADING	LS	1	$2,000.00	$2,000.00	0.00	$0.00	1	$2,000.00
6	TEMPORARY ACCESS AGGREGATE BASE CLASS 5	TN	60	$30.00	$1,800.00	0.00	$0.00	60	$1,800.00
7	TEMPORARY ACCESS MAINTENANCE	HR	10	$125.00	$1,250.00	0.00	$0.00	10	$1,250.00
8	REMOVE TEMPORARY ACCESS	LS	1	$1,500.00	$1,500.00	0.00	$0.00	0	$0.00
9	REMOVE AND DISPOSE OF EXISTING CONCRETE CURB AND GUTTER	LF	290	$6.00	$1,740.00	0.00	$0.00	290	$1,740.00
10	REMOVE AND DISPOSE OF EXISTING BITUMINOUS PAVEMENT	SY	9160	$2.00	$18,320.00	0.00	$0.00	9,487	$18,974.00
11	REMOVE AND DISPOSE OF EXISTING BITUMINOUS PAVEMENT (DRIVEWA'	SY	335	$4.00	$1,340.00	0.00	$0.00	300	$1,200.00
12	REMOVE AND DISPOSE OF EXISTING LIGHT BASE	EA	4	$300.00	$1,200.00	0.00	$0.00	0	$0.00
13	SALVAGE AND REINSTALL SIGN	EA	8	$200.00	$1,600.00	0.00	$0.00	0	$0.00
14	SALVAGE AND REINSTALL MAIL DROPBOX	EA	1	$250.00	$250.00	0.00	$0.00	0	$0.00
15	SALVAGE AND REINSTALL RETAINING WALL	LS	1	$7,500.00	$7,500.00	0.00	$0.00	0	$0.00
16	SAWCUT BITUMINOUS PAVEMENT	LF	200	$3.00	$600.00	0.00	$0.00	200	$600.00
17	COMMON EXCAVATION (P)	CY	7750	$9.00	$69,750.00	387.00	$3,483.00	7,750	$69,750.00
18	SUBGRADE CORRECTION (EV)	CY	340	$12.00	$4,080.00	0.00	$0.00	216	$2,592.00
19	SUBGRADE PREPARATION	RS	24.34	$465.00	$11,318.10	0.04	$18.60	24.34	$11,318.10
20	4" PERFORATED PVC DRAIN TILE WITH AGGREGATE AND WRAP	LF	1000	$12.00	$12,000.00	0.00	$0.00	980	$11,760.00
21	AGGREGATE BASE CLASS 5	TN	6380	$10.50	$66,990.00	697.68	$7,325.64	6,380	$66,989.79
22	SELECT GRANULAR BORROW (P)	CY	4090	$10.00	$40,900.00	0.00	$0.00	4,090	$40,900.00
23	TYPE SP 9.5 BITUMINOUS WEARING COURSE MIXTURE (2,B) [SPWEA230B	TN	800	$66.50	$53,200.00	0.00	$0.00	0	$0.00
24	TYPE SP 12.5 BITUMINOUS NON WEARING COURSE MIXTURE (2,B) [SPNW	TN	1335	$57.75	$77,096.25	0.00	$0.00	510	$29,452.50
25	BITUMINOUS MATERIAL FOR TACK COAT	GAL	565	$2.00	$1,130.00	0.00	$0.00	25	$50.00
26	ADJUST MH CASTING - STEEL RING (2015)	EA	12	$450.00	$5,400.00	0.00	$0.00	0	$0.00
27	ADJUST VALVE BOX (2015)	EA	20	$250.00	$5,000.00	0.00	$0.00	0	$0.00
28	B624 CONCRETE CURB AND GUTTER	LF	4310	$10.77	$46,418.70	1,603.00	$17,264.31	4,465	$48,088.05
29	B612 CONCRETE CURB AND GUTTER	LF	105	$14.80	$1,554.00	43.00	$636.40	43	$636.40
30	CONCRETE PEDESTRIAN RAMP	EA	12	$420.00	$5,040.00	2.00	$840.00	2	$840.00
31	5" CONCRETE SIDEWALK	SF	13110	$3.50	$45,885.00	12,468.00	$43,638.00	12,468	$43,638.00
32	8" COMMERCIAL CONCRETE DRIVEWAY PAVEMENT (HIGH EARLY)	SY	340	$70.00	$23,800.00	331.00	$23,170.00	331	$23,170.00
33	6" CONCRETE FLUME	SY	35	$50.00	$1,750.00	0.00	$0.00	0	$0.00
34	TRUNCATED DOME PANELS	SF	168	$42.00	$7,056.00	28.00	$1,176.00	28	$1,176.00
35	BITUMINOUS DRIVEWAY PAVEMENT	SY	105	$50.00	$5,250.00	0.00	$0.00	0	$0.00
36	TYPE SP 9.5 BITUMINOUS WEARING COURSE MIXTURE - TRAIL (2,B) [SPW	TN	270	$65.00	$17,550.00	0.00	$0.00	0	$0.00
37	SODDING	SY	5000	$4.25	$21,250.00	0.00	$0.00	0	$0.00
38	IMPORT AND PLACE TOPSOIL BORROW (CV)	CY	500	$35.00	$17,500.00	0.00	$0.00	0	$0.00
39	SEED & EROSION CONTROL BLANKET	SY	2000	$3.25	$6,500.00	0.00	$0.00	0	$0.00
40	SEED & HYDROMULCH	SY	5500	$2.15	$11,825.00	0.00	$0.00	0	$0.00
41	SILT FENCE, TYPE MACHINE SLICED	LF	1000	$1.95	$1,950.00	0.00	$0.00	0	$0.00
42	SILT FENCE, TYPE FLOATING	LF	30	$22.50	$675.00	0.00	$0.00	0	$0.00
43	DITCH CHECK - BIOROLL	LF	200	$5.75	$1,150.00	0.00	$0.00	30	$172.50
44	STREET SWEEPING	HR	15	$125.00	$1,875.00	0.00	$0.00	0	$0.00
45	SIGN PANELS, TYPE C	SF	6	$45.00	$281.25	0.00	$0.00	0	$0.00
46	4" DOUBLE SOLID YELLOW LINE, EPOXY	LF	2270	$1.50	$3,405.00	0.00	$0.00	0	$0.00
47	4" SOLID WHITE LINE, EPOXY	LF	110	$0.75	$82.50	0.00	$0.00	0	$0.00
48	RIGHT TURN ARROW, TAPE	EA	1	$845.00	$845.00	0.00	$0.00	0	$0.00
	SUBTOTAL - PART 4				$714,706.80		$102,051.95		$457,447.34
	ALTERNATE NO. 1 - SANITARY SEWER SOUTH OF TH 5								
1	CLEAR AND GRUB TREES AND BRUSH	LS	1	$4,000.00	$4,000.00	1	$4,000.00	1	$4,000.00
2	REMOVE AND DISPOSE OF EXISTING STORM SEWER	LF	20	$10.00	$200.00	0	$0.00	0	$0.00
3	PATCH GRAVEL DRIVEWAY	TN	200	$20.00	$4,000.00	0	$0.00	0	$0.00
4	18" CMP DRIVEWAY CULVERT	LF	20	$45.00	$900.00	0	$0.00	0	$0.00
5	18" CMP FLARED END SECTION	EA	2	$480.00	$960.00	0	$0.00	0	$0.00
6	15" PVC SANITARY SEWER, SDR 26, 15' - 20' DEEP	LF	625	$94.00	$58,750.00	249	$23,406.00	625	$58,750.00
7	15" PVC SANITARY SEWER, SDR 26, 20' - 25' DEEP	LF	1255	$96.00	$120,480.00	1,080	$103,680.00	1,255	$120,480.00
8	14" PVC SANITARY SEWER, C905 DR 25, IN CASING	LF	164	$40.00	$6,560.00	164	$6,560.00	164	$6,560.00
9	14" PVC SANITARY SEWER, C905 DR 25, 20' - 25' DEEP	LF	20	$76.00	$1,520.00	20	$1,520.00	20	$1,520.00
10	28" STEEL CASING PIPE (JACK/AUGERED)	LF	164	$565.00	$92,660.00	60	$33,900.00	60	$33,900.00
11	PIPE FOUNDATION ROCK	LF	1000	$0.01	$10.00	0	$0.00	0	$0.00
12	TELEVISING	LF	2061	$2.00	$4,122.00	0	$0.00	0	$0.00
13	4' DIAMETER SANITARY SEWER MH	EA	8	$3,200.00	$25,600.00	5	$16,000.00	8	$25,600.00
14	4' DIAMETER EXCESS MANHOLE DEPTH	LF	115	$125.00	$14,375.00	68.6	$8,575.00	109.2	$13,650.00
15	SOIL DECOMPACTION	AC	5	$1,200.00	$6,000.00	0	$0.00	0	$0.00
16	SILT FENCE, TYPE MACHINE SLICED	LF	300	$1.95	$585.00	0	$0.00	0	$0.00
17	SEED AND BLANKET	SY	1500	$3.25	$4,875.00	0	$0.00	0	$0.00
	SUBTOTAL - ALTERNATE NO. 1				$345,597.00		$197,641.00		$264,460.00
TOTALS - BASE CONTRACT					**$1,760,458.80**		**$299,692.95**		**$1,383,038.64**
CHANGE ORDER NO. 1									
CO1-1	CONNECT TO EXISTING 6" WATER MAIN	EA	-2.0	$900.00	-$1,800.00	0	$0.00	0	$0.00
CO1-2	CONNECT TO EXISTING 8" WATER MAIN	EA	2.0	$950.00	$1,900.00	0	$0.00	2	$1,900.00
CO1-3	CONNECT TO EXISTING 16" WATER MAIN	EA	1.0	$1,600.00	$1,600.00	0	$0.00	1	$1,600.00
CO1-4	CUT IN 8" X 8" TEE	EA	-1.0	$2,600.00	-$2,600.00	0	$0.00	0	$0.00
CO1-5	REMOVE AND DISPOSE OF EXISTING 8" WATER MAIN	LF	875.0	$6.00	$5,250.00	9	$54.00	884	$5,304.00

ITEM	DESCRIPTION OF PAY ITEM	UNIT	CONTRACT			THIS PERIOD		TOTAL TO DATE	
			QUANTITY	UNIT PRICE	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT
CO1-6	REMOVE AND DISPOSE OF EXISTING GATE VALVE & BOX	EA	1.0	$1,500.00	$1,500.00	0	$0.00	1	$1,500.00
CO1-7	16" DIP CL. 51 WATER MAIN	LF	875.0	$69.00	$60,375.00	0	$0.00	875	$60,375.00
CO1-8	8" GATE VALVE AND BOX	EA	2.0	$1,700.00	$3,400.00	0	$0.00	2	$3,400.00
CO1-9	16" BUTTERFLY VALVE AND BOX	EA	2.0	$3,000.00	$6,000.00	0	$0.00	2	$6,000.00
CO1-10	DUCTILE IRON FITTINGS	LB	2,680.0	$10.00	$26,800.00	0	$0.00	2,525	$25,250.00
CO1-11	8" DIP CL. 52 WATER MAIN	LF	10.0	$53.00	$530.00	0	$0.00	9	$477.00
CO1-12	10" HDPE DR 11 WATERMAIN INSTALLED BY DIRECTIONAL DRILL	LF	90.0	$178.00	$16,020.00	0	$0.00	0	$0.00
TOTALS - CHANGE ORDER NO. 1					**$118,975.00**		**$54.00**		**$105,806.00**
CHANGE ORDER NO. 2									
CO2-1	MANHOLE CORE DRILL	LS	1.0	$3,825.00	$3,825.00	1	$3,825.00	1	$3,825.00
CO2-2	GEOTEXTILE FABRIC	SY	9,940.0	$1.85	$18,389.00	9,940	$18,389.00	9,940	$18,389.00
TOTALS - CHANGE ORDER NO. 2					**$22,214.00**		**$22,214.00**		**$22,214.00**
CHANGE ORDER NO. 3									
CO3-1	30-INCH CASING PIPE - PIPE HAMMER	LS	1.0	$19,435.00	$19,435.00	1	$19,435.00	1	$19,435.00
TOTALS - CHANGE ORDER NO. 3					**$19,435.00**		**$19,435.00**		**$19,435.00**
CHANGE ORDER NO. 4									
CO4-1	48-INCH CASING PIPE	LF	164.0	$1,300.00	$213,200.00	164	$213,200.00	164	$213,200.00
CO4-2	DEDUCT 28-INCH CASING PIPE (NOT INSTALLED)	LF	-104.0	$565.00	-$58,760.00	0	$0.00	0	$0.00
TOTALS - CHANGE ORDER NO. 4					**$154,440.00**		**$213,200.00**		**$213,200.00**
TOTALS - REVISED CONTRACT					**$2,075,522.80**		**$554,595.95**		**$1,743,693.64**

THE CITY OF LAKE ELMO

MAYOR & COUNCIL COMMUNICATION

DATE: **May 19, 2015**
CONSENT ITEM # **10**

AGENDA ITEM: 2015 Seal Coat Project – Accept Bids and Award Contract

SUBMITTED BY: Ryan Stempski, Assistant City Engineer

THROUGH: Dean A. Zuleger, City Administrator

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

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

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

POLICY RECOMMENDER: Engineering.

FISCAL IMPACT: $143,866.80.

As itemized in this report below the total post-bid project cost for the 2015 Seal Coat Project is $149,366.80 to be paid through the General Fund (Fund No. 101-430-3120-42250). The project was authorized by the City Council on February 24, 2015 in the amount of $155,000.

SUMMARY AND ACTION REQUESTED:

The City Council is respectfully requested to consider accepting contractor bids and awarding a contract for the 2015 Seal Coat Project. If pulled from consent, the recommended motion for this action is as follows:

"Move to approve Resolution No. 2015-36 Accepting the Bids and Awarding a Contract to Pearson Bros., Inc. in the amount of $200,049.52 for the 2015 Seal Coat Project; which includes the alternate bid for Lake Elmo in the amount of $143,866.80 and the base bid for West Lakeland in the amount of $56,182.72."

LEGISLATIVE HISTORY/BACKGROUND INFORMATION:

Bids were received, publicly opened, and read aloud on May 7, 2015. FOCUS Engineering, Inc. has prepared and attached the Tabulation of Bids and a Letter of Recommendation for the award of the contract. The City received two (2) bids for this project, with Pearson Bros., Inc. providing the lowest bid amount of $1.21 per square yard for the base bid and $1.32 per square yard for the alternate bid. The Engineer's post-design construction cost estimate for the base bid was $1.25 per square yard and $1.35 per square yard for the alternate bid.

This project will be completed jointly with West Lakeland Township with the Township reimbursing Lake Elmo their portion of the construction cost; with West Lakeland at $56,182.72 (28.1%). West Lakeland will also pay Lake Elmo $3,000 for engineering and administration fees once the Lake Elmo City Council accepts the bids and awards the construction contract. Construction observation services will be contracted directly by each jurisdiction for the work performed on their streets.

The post-bid construction estimate for Lake Elmo is $143,866.80 (71.9%) for the alternate bid, which includes higher performing asphalt (CRS-2P) to provide a better product and to reduce resident complaints. The total engineering design, bidding and construction services is estimated to be $8,500 less $3,000 to be reimbursed by West Lakeland Township. The Lake Elmo total project cost is therefore estimated to be $149,366.80.

RECOMMENDATION:

Staff is recommending that the City Council approve Resolution No. 2015-36, thereby accepting the bids and awarding a Contract to Pearson Bros., Inc. If pulled from consent, the recommended motion for this action is as follows:

"Move to approve Resolution No. 2015-36 Accepting the Bids and Awarding a Contract to Pearson Bros., Inc. in the amount of $200,049.52 for the 2015 Seal Coat Project; which includes the alternate bid for Lake Elmo in the amount of $143,866.80 and the base bid for West Lakeland in the amount of $56,182.72."

ATTACHMENT(S):

1. Resolution No. 2015-36.
2. Engineer's Letter of Award Recommendation and Tabulation of Bids.
3. Project Schedule.

CITY OF LAKE ELMO
WASHINGTON COUNTY
STATE OF MINNESOTA

RESOLUTION NO. 2015-36

A RESOLUTION ACCEPTING THE BIDS AND AWARDING A CONTRACT FOR THE 2015 SEAL COAT PROJECT

WHEREAS, pursuant to an advertisement for bids for the 2015 Seal Coat Project, bids were received, opened, and tabulated according to law, and bids were received complying with the advertisement; and

WHEREAS, bids were tabulated, checked and summarized to verify that all requirements of the submittals were met; and

WHEREAS, the project engineer reviewed the bids and has provided a letter recommending the award of the contract to the lowest responsible bidder, Pearson Brothers, Inc., in the amount of $200,049.52.

NOW, THEREFORE, IT IS HEREBY RESOLVED,

1. That the Mayor and City Clerk are hereby authorized and directed to enter into a Contract in the accordance with the above ordered Project, in the amount of the Contractor's lowest responsible bid, and according to the plans and specifications thereof approved by the City Council.

2. The City Clerk is hereby authorized and directed to return forthwith to all bidders the deposits made with their bids, except that the deposits of the successful bidder and the next two lowest bidders shall be retained until a contract has been signed.

ADOPTED BY THE LAKE ELMO CITY COUNCIL ON THE NINETEENTH DAY OF MAY 2015.

CITY OF LAKE ELMO

By: _____
Mike Pearson
Mayor

(Seal)

ATTEST:

_____
Adam Bell
City Clerk

FOCUS ENGINEERING, inc.

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

May 19, 2015

Honorable Mayor and City Council
City of Lake Elmo, Minnesota

2015 Seal Coat Project
City of Lake Elmo, Minnesota
FOCUS Project No. 2015.117

Dear Mayor and City Council:

Bids for the 2015 Seal Coat Project were received on May 7, 2015, at 3:00 PM with the following results:

Contractor	Base Bid	Alternate Bid
Pearson Bros., Inc.		
City of Lake Elmo	$131,877.90	$143,866.80
West Lakeland Township	$56,182.72	$61,290.24
TOTAL:	$188,060.62	$205,157.04
Allied Blacktop Co.		
City of Lake Elmo	$140,597.10	$151,496.10
West Lakeland Township	$59,897.28	$64,540.48
TOTAL:	$200,494.38	$216,036.58

A complete Tabulation of Bids is enclosed for your information. We recommend that you award the Contract to the lowest responsible bidder, Pearson Brothers, Inc. in the total amount of $200,049.52 for their alternate bid to Lake Elmo in the amount of $143,866.80; and base bid for West Lakeland in the amount of $56,182.72.

Please contact me with any questions you may have.

Sincerely,

Ryan W. Stempski, P.E.
Project Engineer

Enclosure

cc: Jack Griffin, City Engineer

TABULATION OF BIDS

2015 SEAL COAT PROJECT
CITY OF LAKE ELMO, WEST LAKELAND TWP & BAYTOWN TWP
PROJECT NO. 2015.117

FOCUS ENGINEERING, inc.

BIDS OPENED: MAY 7, 2015, AT 3:00 PM

BASE BID (CRS-2 EMULSIFIED ASPHALT)				ENGINEER'S ESTIMATE		Pearson Bros., Inc.		Allied Blacktop Company		Astech Corp.		Fahrner Asphalt	
ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT
	CITY OF LAKE ELMO												
1	BITUMINOUS SEAL COAT WITH 1/8" DRESSER TRAP ROCK	108,990	SY	$ 1.25	$ 136,237.50	$ 1.21	$ 131,877.90	$ 1.29	$ 140,597.10	Did Not Submit		Did Not Submit	
	CITY OF WEST LAKELAND												
2	BITUMINOUS SEAL COAT WITH 1/8" DRESSER TRAP ROCK	46,432	SY	$ 1.25	$ 58,040.00	$ 1.21	$ 56,182.72	$ 1.29	$ 59,897.28	Did Not Submit		Did Not Submit	
	TOTAL				$ 194,277.50		$ 188,060.62		$ 200,494.38				

ALTERNATE BID NO. 1 (CRS-2P EMULSIFIED ASPHALT)				ENGINEER'S ESTIMATE		Pearson Bros, Inc.		Allied Blacktop Company		Astech Corp.		Fahrner Asphalt	
ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT
	CITY OF LAKE ELMO												
1	BITUMINOUS SEAL COAT WITH 1/8" DRESSER TRAP ROCK	108,990	SY	$ 1.35	$ 147,136.50	$ 1.32	$ 143,866.80	$ 1.39	$ 151,496.10	Did Not Submit		Did Not Submit	
	CITY OF WEST LAKELAND												
2	BITUMINOUS SEAL COAT WITH 1/8" DRESSER TRAP ROCK	46,432	SY	$ 1.35	$ 62,683.20	$ 1.32	$ 61,290.24	$ 1.39	$ 64,540.48	Did Not Submit		Did Not Submit	
	TOTAL				$ 209,819.70		$ 205,157.04		$ 216,036.58				

CITY OF LAKE ELMO
2015 SEAL COAT PROJECT
PROJECT NO. 2015.117

PROJECT SCHEDULE

February 24, 2015	Council orders preparation of Plans and Specifications.
April 7, 2015	Presentation of Plans and Specifications. Council Approves Plans and Specifications and Orders Advertisement for Bids.
April 10, 2015	Placement of Advertisement for Bids. –Oakdale-Lake Elmo Review. Publication on April 15 – Quest CDN. Publication on April 8
May 7, 2015	Receive Contractor bids.
May 19, 2015	City Council accepts bids and awards Contract.
May 22, 2015	Process and send out Contract Documents.
June 11, 2015	Receipt of Contractor's Bonds/Legal Review.
June 16, 2015	Conduct Pre-Construction Meeting and Issue Notice to Proceed.
June 17, 2015	Contractor begins Work.
July 17, 2015	Substantial Completion of Work (including sweeping of excess aggregate).
August 31, 2015	Final Completion of Work (including Punchlist and final documentation).

THE CITY OF LAKE ELMO

MAYOR & COUNCIL COMMUNICATION

DATE: May 19, 2015
CONSENT ITEM# 11

AGENDA ITEM: 2015 Bi-annual Payments to City Council

SUBMITTED BY: Council Member Smith

THROUGH: Cathy Bendel, Finance Director

SUGGESTED ORDER OF BUSINESS:

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

SUMMARY AND ACTION REQUESTED: As part of its Consent Agenda, the City Council is asked to approve the processing dates for the payment of the 2015 salaries to the City Council. No specific motion is needed as this is recommended as part of the *Consent Agenda*.

LEGISLATIVE HISTORY/BACKGROUND INFORMATION:

Per the Lake Elmo City ordinance, the payment of salaries to the City Council shall be "paid semi-annually, or more frequently, as directed by the Council."

Historically, the salaries for the City Council have been paid in June and December. Since the salaries are processed through the payroll system, the Finance Director would ask the Mayor which payroll cycle in each of those months he (as the department head) would approve them to be paid.

The previous Mayor approved paying of the City Council on the first payroll cycle of each of the months mentioned. It needs to be noted that in the past there was no second meeting in December.

The current Mayor's preference is to pay after all time has been served for which the compensation is covering; thus the payment's being processed with the second payroll cycle in each of those months.

Occasionally in the past a City Council member would request the bi-annual payments to be paid earlier than planned, in which case the payments were made earlier (ie: 1st installment for 2014 was paid on the 5/29/14 payroll run).

RECOMMENDATION: Based on the aforementioned, it has been requested that the bi-annual compensation payments for 2015 to the City Council be made on the first payroll cycle in the months of June and December for 2015 (June 11, 2015 and December 10, 2015). This will provide clear expectations for the City Council as well as the payroll processing staff.

ATTACHMENT:

1. Lake Elmo Code §31.09 on Payment of Salaries

Lake Elmo, MN Code of Ordinances

§ 31.09 PAYMENT OF SALARIES.

The salaries provided by §§ 31.01*et seq.* shall be paid semi-annually, or more frequently, as directed by the Council.

(1997 Code, § 200.01)

THE CITY OF LAKE ELMO

MAYOR & COUNCIL COMMUNICATION

DATE: May 19, 2015
CONSENT ITEM # 12

AGENDA ITEM: Easement Encroachment Agreement – 5500 Hilltop Ave

SUBMITTED BY: Joan Ziertman, Planning Program Assistant

THROUGH: Dean Zuleger, City Administrator

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

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

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

POLICY RECCOMENDER: Staff recommends that the City Council approve the encroachment agreement for John & Nancy Olker at 5500 Hilltop Avenue N as part of tonight's consent agenda.

FISCAL IMPACT: None

SUMMARY AND ACTION REQUESTED: The City Council is respectfully requested to authorize as part of tonight's consent agenda, the execution of an easement encroachment agreement. The City has received a request to install a fence within a drainage and utility easement area at 5500 Hilltop Avenue from John & Nancy Olker. Approval of the requested improvement within the City's drainage and utility easements would allow the property owners to construct the requested improvement within the City's drainage and utility easements located on their private property.

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

"Move to approve the easement encroachment agreement for John & Nancy Olker, 5500 Hilltop Avenue N to install a fence within the City's drainage and utility easement."

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

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

BACKGROUND INFORMATION (SWOT):

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

Weaknesses: None

Opportunities: None

Threats: None

RECOMMENDATION:

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

"Move to approve the easement encroachment agreement for John & Nancy Olker to install a fence within the City's drainage and utility easement."

THE CITY OF LAKE ELMO

MAYOR & COUNCIL COMMUNICATION

DATE: May 19, 2015
CONSENT ITEM # 13

AGENDA ITEM: Easement Encroachment Agreement – 9906 Tapestry Road

SUBMITTED BY: Joan Ziertman, Planning Program Assistant

THROUGH: Dean Zuleger, City Administrator

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

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

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

POLICY RECCOMENDER: Staff recommends that the City Council approve the encroachment agreement for Chad & Katie Carney at 9906 Tapestry Road N as part of tonight's consent agenda.

FISCAL IMPACT: None

SUMMARY AND ACTION REQUESTED: The City Council is respectfully requested to authorize as part of tonight's consent agenda, the execution of an easement encroachment agreement. The City has received a request to install a fence & pool decking within a drainage and utility easement area at 9906 Tapestry Road N from Chad & Katie Carney. Approval of the requested improvement within the City's drainage and utility easements would allow the property owners to construct the requested improvement within the City's drainage and utility easements located on their private property.

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

"Move to approve the easement encroachment agreement for Chad & Katie Carney, 9906 Tapestry Road N to install a fence & pool decking within the City's drainage and utility easement."

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

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

BACKGROUND INFORMATION (SWOT):

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

Weaknesses: None

Opportunities: None

Threats: None

RECOMMENDATION:

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

"Move to approve the easement encroachment agreement for Chad & Katie Carney to install a fence & pool decking within the City's drainage and utility easement."

THE CITY OF LAKE ELMO

MAYOR & COUNCIL COMMUNICATION

DATE: May 19, 2015
CONSENT ITEM # 14

AGENDA ITEM: Easement Encroachment Agreement – 11647 58th Street N

SUBMITTED BY: Joan Ziertman, Planning Program Assistant

THROUGH: Dean Zuleger, City Administrator

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

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

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

POLICY RECCOMENDER: Staff recommends that the City Council approve the encroachment agreement for Nicholas and Christi Frattalone at 11647 58th N as part of tonight's consent agenda.

FISCAL IMPACT: None

SUMMARY AND ACTION REQUESTED: The City Council is respectfully requested to authorize as part of tonight's consent agenda, the execution of an easement encroachment agreement. The City has received a request to install a fence within a drainage and utility easement area at 11647 58th Street N Avenue from Nicholas and Christi Frattalone. Approval of the requested improvement within the City's drainage and utility easements would allow the property owners to construct the requested improvement within the City's drainage and utility easements located on their private property.

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

"Move to approve the easement encroachment agreement for Nicholas and Christi Frattalone, 11647 58th Street N to install a fence within the City's drainage and utility easement."

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

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

BACKGROUND INFORMATION (SWOT):

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

Weaknesses: None

Opportunities: None

Threats: None

RECOMMENDATION:

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

"Move to approve the easement encroachment agreement for Nicholas and Christi Frattalone to install a fence within the City's drainage and utility easement."

THE CITY OF LAKE ELMO

MAYOR & COUNCIL COMMUNICATION

DATE: May 19, 2015
CONSENT ITEM# 15

AGENDA ITEM: Approval of Mutual Aid Agreement between Washington County and St. Croix County Fire Departments

SUBMITTED BY: Greg Malmquist, Fire Chief

THROUGH: City Administrator

REVIEWED BY: City Clerk and Finance Director

SUGGESTED ORDER OF BUSINESS:

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

POLICY RECCOMENDER:

FISCAL IMPACT: Expected to be a break even since this represents a resource sharing contract. The cost savings related to being able to tap into these resources would far exceed any potential incremental Paid on Call costs if called to assist St. Croix County.

SUMMARY AND ACTION REQUESTED: Staff is requesting approval of participation in this County to County Mutual Aid agreement. This will increase our resource pool when we have large events and may need large amounts of water in a non-hydranted area, manpower, specialty equipment or specially trained personnel. This County to County agreement simplifies the process for all responding agencies by eliminating the past practice of City to City agreements and eliminates the possibility of responding to a jurisdiction not covered under agreement.

Historically Lake Elmo FD, Stillwater FD, Bayport FD and LSCV FD have had individual agreements with Hudson FD. FD's in northern Washington County that border Wisc. had the same situation. You can see the number of agreements that were necessary and in MN we are required to have the Governor sign each one.

The other issue we ran into was ensuring we only responded to the jurisdiction we had a direct agreement with.

Upon completion of the new Stillwater Bridge, our response dynamics will change. It will open up the likelihood of more Mutual Aid response.

The attached County to County document is identical (word for word) to the previous document between Lake Elmo and Hudson with the exception of Lake Elmo and Hudson being replaced by County names.

LEGISLATIVE HISTORY: For many years, Lake Elmo FD and Hudson FD have had a direct agreement that was renewed every two years. This process was very cumbersome due to all the required signatures, especially on the MN side as our Governor is required to sign and there were times when the agreement would lapse waiting for it to get through the process. When our last agreement was renewed, we were able to eliminate the expiration date.

This agreement is supported by the Washington County Chiefs organization.

These agreements are reviewed and approved by HSEM (Homeland Security and Emergency Management) on their way to the Governor each time.

BACKGROUND INFORMATION (SWOT):

Strengths	Increases our resource pool for large events.
Weaknesses	Increases likelihood of responding to St. Croix County
Opportunities	Elimination of need for individual agreements, City to City.
Threats	None

RECOMMENDATION: Based on the aforementioned, the staff recommend:
Motion to approve the following:

> "Approval of participation by the Lake Elmo Fire Department in the Mutual Aid Agreement between Washington County, Minnesota and St. Croix County, Wisconsin."
>
> (4 signature pages need to be signed, 1-Washington County Chiefs file, 1-St. Croix County Chiefs file, 1-State of MN and 1-Lake Elmo)

ATTACHMENTS:

1. Mutual Aid Agreement

MUTUAL AID AGREEMENT
INCLUSIVE OF: THE FIRE DEPARTMENTS OF WASHINGTON COUNTY, MINNESOTA (will list each dept) AND THE FIRE DEPARTMENTS OF ST. CROIX COUNTY, WISCONSIN (will list each dept)

This Agreement is made pursuant to Minnesota Statutes §471.59 and Minnesota Statutes §438.08 and Wisconsin Statutes §66.0303, Subd. (2) and (3)(b) which authorize the joint and cooperative exercise of powers common to contracting parties. The intent of this agreement is to make equipment, personnel and other resources available to political subdivisions from other political subdivisions during an emergency situation or for designated training activities.

Section 1. Definitions.

a. "Party" means a political subdivision.

b. "Requesting Official" means the person designated by a Party who is responsible for requesting Assistance from other Parties.

c. "Requesting Party" means a party that requests assistance from other parties.

d. "Responding Official" means the person designated by a party who is responsible to determine whether and to what extent that party should provide assistance to a Requesting Party.

e. "Responding Party" means a party that provides assistance to a Requesting Party.

f. "Assistance" means Fire and/or emergency medical services personnel and equipment, and any associated and related training necessary to further the purpose of this Agreement.

Section 2. Request for assistance.

Whenever, in the opinion of a Requesting Official, there is a need for assistance from other parties, the Requesting Official may call upon the Responding Official of any other party to furnish assistance.

Section 3. Response to request.

Upon the request for assistance from a Requesting Party, the Responding Official may authorize and direct his/her party's personnel to provide assistance to the Requesting Party. This decision will be made after considering the needs of the responding party and the availability of resources.

Section 4. Recall of Assistance.

The Responding Official may at any time recall such assistance when in his or her best judgment or by an order from the governing body of the Responding Party, it is considered to be in the best interests of the Responding Party to do so.

Section 5. Command of Scene.

The Requesting Party shall be in command of the mutual aid scene. The personnel and equipment of the Responding Party shall be under the direction and control of the Requesting Party until the Responding Official withdraws assistance.

Section 6. Workers' compensation.

Each party shall be responsible for injuries or death of its own personnel. Each party will maintain workers' compensation insurance or self-insurance coverage, covering its own personnel while they are providing assistance pursuant to this agreement. Each party waives the right to sue any other party for any workers' compensation benefits paid to its own employee or volunteer or their dependants, even if the injuries were caused wholly or partially by the negligence of any other party or its officers, employees, or volunteers.

Section 7. Damage to equipment.

Each party shall be responsible for damages to or loss of its own equipment. Each party waives the right to sue any other party for any damages to or loss of its equipment, even if the damages or losses were caused wholly or partially by the negligence of any other party or its officers, employees, or volunteers.

Section 8. Liability.

a. For the purposes of Tort Liability, the employees and officers of the Responding Party are deemed to be employees of the Requesting Party.

b. The Requesting Party agrees to defend and indemnify the Responding Party against any claims brought or actions filed against the Responding Party or any officer, employee, or volunteer of the Responding Party for injury to, death of, or damage to the property of any third person or persons, arising from the performance and provision of assistance in responding to a request for assistance by the Requesting Party pursuant to this agreement.

c. Under no circumstances, however, shall a party be required to pay on behalf of itself and other parties, any amounts in excess of the limits on liability established in its Home State applicable to any one party. The limits of liability for some or all of the parties may not be added together to determine the maximum amount of liability for any party.

d. The intent of this subdivision is to impose on each Requesting Party a limited duty to defend and indemnify a Responding Party for claims arising within the Requesting Party's jurisdiction subject to the limits of liability under the laws of its Home State. The purpose of creating this duty to defend and indemnify is to simplify the defense of claims by eliminating conflicts among defendants, and to permit liability claims against multiple defendants from a single occurrence to be defended by a single attorney.

e. No party to this agreement nor any officer of any Party shall be liable to any other Party or to any other person for failure of any party to furnish assistance to any other party, or for recalling assistance, both as described in this agreement.

f. For the purposes of training, and other than Workers' compensation claims as described in Section 6, the laws of the State where the training takes place will control disputes based upon claims of one party against the other.

Section 9. Charges to the Requesting Party.

a. No charges will be levied by a Responding Party to this agreement for assistance rendered to a Requesting Party under the terms of this agreement unless that assistance continues for a period of more than 12 hours. If assistance provided under this agreement continues for more than 12 hours, the Responding Party may submit to the Requesting Party an itemized bill for the actual cost of any assistance provided after the initial 12 hour period, including salaries, overtime, materials and supplies and other necessary expenses; and the Requesting Party will reimburse the party providing the assistance for that amount.

b. Such charges are not contingent upon the availability of federal or state government funds.

Section 10. Duration.

This agreement will be in force from the date of execution and shall continue until terminated. Any party may withdraw from this agreement upon thirty (30) days written notice to the other party or parties to the agreement.

Section 11. Amendments.

Any amendments to this agreement shall be in writing and signed by all parties.

Section 12. Agreement.

This agreement contains the entire agreement of the Fire Departments of Washington County Minnesota and the Fire Departments of St. Croix County Wisconsin. Any prior correspondence, memoranda or agreements are replaced in total by this agreement.

Section 13. Execution.

Each party hereto has read, agreed to and executed this Mutual Aid Agreement on the date indicated. Each party to this agreement shall maintain a copy of an executed copy of this agreement.

IN WITNESS WHEREOF, the undersigned, on behalf of their political subdivision or their fire department corporation has executed this agreement pursuant to authorization by its governing body:

STATE OF MINNESOTA

_____

Its _____

Dated: _____, 2015

STATE OF WISCONSIN

_____

Its _____

Dated: _____, 2015

IN WITNESS WHEREOF, the undersigned, on behalf of their political subdivision or their fire department corporation has executed this agreement pursuant to authorization by its governing body:

City of Lake Elmo

_____

Mike Pearson, Mayor

_____

Adam Bell, City Clerk

_____

Greg Malmquist, Fire Chief

Date:_____2015

THE CITY OF LAKE ELMO

MAYOR & COUNCIL COMMUNICATION

DATE: **May 19, 2015**
CONSENT ITEM # **16**

AGENDA ITEM: United Properties Minor Subdivision – Outlot A of Eagle Point 3rd Addition

SUBMITTED BY: Kyle Klatt, Community Development Director

THROUGH: Dean Zuleger, City Administrator

REVIEWED BY: Planning Commission
Nick Johnson, City Planner

SUGGESTED ORDER OF BUSINESS:

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

POLICY RECCOMENDER: The Planning Commission is recommending that the City Council approve a minor subdivision that will facilitate the transfer of property from United Land to Bremer Bank.

FISCAL IMPACT: None

SUMMARY AND ACTION REQUESTED: The City Council is being asked to consider a minor subdivision request from United Land, LLC to split Outlot A of Eagle Point Business Park 3rd Addition into two separate parcels. The proposed minor subdivision would facilitate the transfer of 4.974 acres of land to Bremer Bank, which is located immediately north of the property under consideration.

The Planning Commission considered this matter at its May 11, 2015 meeting and recommended approval of the minor subdivision as presented. If this item is removed from the consent agenda, the suggested motion to adopt the Planning Commission recommendation is as follows:

"Move to adopt Resolution No. 2015-37 approving the Minor Subdivision"

LEGISLATIVE HISTORY/PLANNING COMMISSION REPORT: The attached Staff report to the Planning Commission a summary of the proposed minor subdivision along with details concerning the application. The Planning Commission reviewed the application at its May 11, 2015 meeting and asked general questions concerning the surrounding properties and conditions on the site to be subdivided. The Commission recommended an additional condition to note that under current regulations of the Zoning Code and Eagle Point Development Standards, Parcel B cannot be further subdivided.

The Planning Commission adopted a motion to recommend approval of the minor subdivision consistent with the findings as noted in the attached Resolution No. 2015-37. The vote on the motion was unanimous (6 ayes, 0 nays).

BACKGROUND INFORMATION (SWOT):

Strengths	• The minor subdivision meets all underlying subdivision and zoning requirements.
Weaknesses	• Future development of the two parcels will require formal platting and PUD approval.
Opportunities	• The minor subdivision provide additional space for Bremer Bank to expand its facility.
Threats	• None

RECOMMENDATION: The Planning Commission and Staff are recommending that the City Council approve the minor subdivision for Outlot A of Eagle Point 3rd Addition by adopting Resolution No. 2015-37. Should this item be removed from the consent agenda, the suggested motion to adopt the Planning Commission recommendation is as follows:

"Move to adopt Resolution No. 2015-37 approving the Minor Subdivision"

ATTACHMENTS:

1. Resolution No. 2015-37
2. Planning Commission Staff Report – 5/11/15
3. Application Form
4. Minor Subdivision Survey
5. Parcel A and B Descriptions
6. Eagle Point 3rd Addition Final Plat

CITY OF LAKE ELMO
WASHINGTON COUNTY, MINNESOTA

RESOLUTION NO. 2015-37

A RESOLUTION APPROVING A MINOR SUBDIVISION OF OUTLOT A, EAGLE POINT BUSINESS PARK 3RD ADDITION

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

WHEREAS, Sunde Land Surveying, LLC, 9001 East Bloomington Freeway, Bloomington, MN, acting on behalf of United Land, LLC, 3600 American Boulevard West, Bloomington, MN (Applicant) has submitted an application to the City of Lake Elmo (City) for a Minor Subdivision to split Outlot A of Eagle Point Business Park 3rd Addition (PID 33.029.21.41.0048) into two separate parcels in accordance with the certificate of survey dated April 29, 2015 signed by Mark Hanson, P.L.S, License #15480, a copy of which is on file in the City of Lake Elmo Planning and Zoning Department; and

WHEREAS, the Lake Elmo Planning Department has reviewed the Minor Subdivision request for consistency with the City of Lake Elmo Zoning and Subdivision Ordinances; and

WHEREAS, the Lake Elmo Planning Commission reviewed the proposed Minor Subdivision at a meeting held on May 11, 2015; and

WHEREAS, the Lake Elmo Planning Commission has submitted its report and recommendation concerning the Minor Subdivision as part of a memorandum to the City Council from Community Development Director Kyle Klatt for the May 19, 2015 Council Meeting; and

WHEREAS, the City Council reviewed the Applicant's Minor Subdivision request at a meeting held on May 19, 2015.

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

FINDINGS

1) That the Minor Subdivision is consistent with the Lake Elmo Comprehensive Plan and the Future Land Use Map for this area.

2) That the Minor Subdivision complies with the minimum lot frontage and area requirements of the City's BP – Business Park Zoning District.

3) That the Minor Subdivision complies with the City's subdivision ordinance and specifically the requirements concerning exceptions to platting.

4) That under current regulations of the Zoning Code and Eagle Point Development Standards, Parcel B cannot be further subdivided.

CONCLUSIONS AND DECISION

NOW, THEREFORE, BE IT RESOLVED THAT that based on the testimony elicited and information received, the City Council of the City of Lake Elmo hereby approves the Minor Subdivision request.

Passed and duly adopted this 19th day of May 2015 by the City Council of the City of Lake Elmo, Minnesota.

_____
Mike Pearson, Mayor

ATTEST:

_____
Adam Bell, City Clerk

PLANNING COMMISSION
DATE: 5/11/15
AGENDA ITEM: 4A – BUSINESS ITEM
CASE # 2015-18

ITEM: United Properties Minor Subdivision – Outlot A of Eagle Point 3rd Addition

SUBMITTED BY: Kyle Klatt, Planning Director

REVIEWED BY: Nick Johnson, City Planner

SUMMARY AND ACTION REQUESTED:

The Planning Commission is being asked to consider a minor subdivision request from United Land, LLC to split Outlot A of Eagle Point Business Park 3rd Addition into two separate parcels. The proposed minor subdivision would facilitate the transfer of 4.974 acres of land to Bremer Bank, which is located immediately north of the property under consideration. Staff is recommending approval of the minor subdivision as presented.

GENERAL INFORMATION

Applicant: Sunde Land Surveying, LLC, 9001 East Bloomington Freeway, Bloomington, MN (Mark Hanson)

Property Owners: United Land, LLC, 3600 American Boulevard West, Bloomington, MN (Melissa Duce)

Location: Outlot A, Eagle Point Business Park 3rd Addition. PID Number 33.029.21.41.0048

Request: Application for a Minor Subdivision to split said property into two separate parcels

Existing Land Use and Zoning: Agricultural field; future development site within the Eagle Point Business Park. Current Zoning: BP – Business Park

Surrounding Land Use and Zoning: North – Bremer Bank facility; East – Eagle Point Outlot, future site of ISD916 building; West – Bouler Ponds PUD development; South – Eagle Point Business Park Condominiums

Comprehensive Plan: BP – Business Park

History: The Eagle Point Business Park 3rd Addition, which includes the current Bremer Bank site and Outlot A, was approved by the City in 2002.

Deadline for Action: Application Complete – 4/29/15
60 Day Deadline – 6/28/15
Extension Letter Mailed – No
120 Day Deadline – 8/27/15

Applicable Regulations: Chapter 153 – Subdivision Regulations
§154.550 Business Park Zoning District

REQUEST DETAILS

The City of Lake Elmo has received a request from Sunde Land Surveying, acting on behalf of United Land, LLC, for a minor subdivision to split Outlot A of the Eagle Point Business Park into two lots. The purpose of the proposed minor subdivision is to facilitate the transfer of 4.974 acres of land from United Land to Bremer Bank, which will leave 7.399 acres of the original 12.373 lot as a separate parcel. Bremer Bank intends to use this property for future expansion of its current facility, but does not intend to proceed with any such project in the immediate future.

The City's Subdivision regulations allow for certain subdivisions of land to be exempt from the City's requirements for platting when nor more than four lots are being created and when these lots comply with the minimum road frontage and area requirements of the underlying zoning. The lots that would be created as part of the minor subdivision each exceed the BP – Business Park zoning requirements concerning lot size and lot frontage (2 acres and 200 feet respectfully). In addition, the proposed minor subdivision does not alter the underlying legal description that identifies each lot as part of the original Outlot A of Eagle Point Business Park 3rd Addition. This relationship to the underlying outlot is important because it means that future development on either parcel can only occur upon a full replat of each lot and allows the City to consider the minor subdivision without requiring additional easements or other subdivision design elements at this time.

DRAFT FINDINGS

Staff is recommending that the Planning Commission consider the following findings with regards to the proposed Minor Subdivision:

- That the Minor Subdivision is consistent with the Lake Elmo Comprehensive Plan and the Future Land Use Map for this area.
- That the Minor Subdivision complies with the minimum lot frontage and area requirements of the City's BP – Business Park Zoning District.
- That the Minor Subdivision complies with the City's subdivision ordinance and specifically the requirements concerning exceptions to platting.

RECCOMENDATION:

Staff recommends that the Planning Commission recommend approval of the minor subdivision request from United Land, LLC to split Outlot A of Eagle Point Business Park 3rd Addition into two separate parcels.

Suggested motion:

"Move to recommend approval of the Minor Subdivision request to split Outlot A of Eagle Point Business Park 3rd Addition into two lots"

ATTACHMENTS:

1. Application Form
2. Minor Subdivision Survey
3. Parcel A and B Descriptions
4. Eagle Point 3rd Addition Final Plat

ORDER OF BUSINESS:

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

Date Received: 4/29/15
Received By: John Z
Land Use Permit #: 2015-18

THE CITY OF LAKE ELMO

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

LAND USE APPLICATION

☐ Comprehensive Plan ☐ Zoning District Amend ☐ Zoning Text Amend ☐ Variance*(see below) ☐ Zoning Appeal

☐ Conditional Use Permit (C.U.P.) ☐ Flood Plain C.U.P. ☐ Interim Use Permit (I.U.P.) ☐ Excavating/Grading

☐ Lot Line Adjustment ☒ Minor Subdivision ☐ Residential Subdivision Sketch/Concept Plan

☐ PUD Concept Plan ☐ PUD Preliminary Plan ☐ PUD Final Plan

Applicant: Mark Hanson, Sunde Land Surveying, LLC (on behalf of United Properties)
Address: 9001 East Bloomington Freeway, Bloomington, MN 55420
Phone # 952-881-2455
Email Address: Mark.Hanson@Sunde.com

Fee Owner: United Land, LLC
Address: 3600 American Boulevard West, Bloomington, MN 55431 Attn: Melissa Duce
Phone # 952-893-8866, 651-261-8273
Email Address: Melissa.Duce@uproperties.com

Property Location (Address and Complete (long) Legal Description: Outlot A, Eagle Point Business Park 3rd Addition, Address is unassigned.

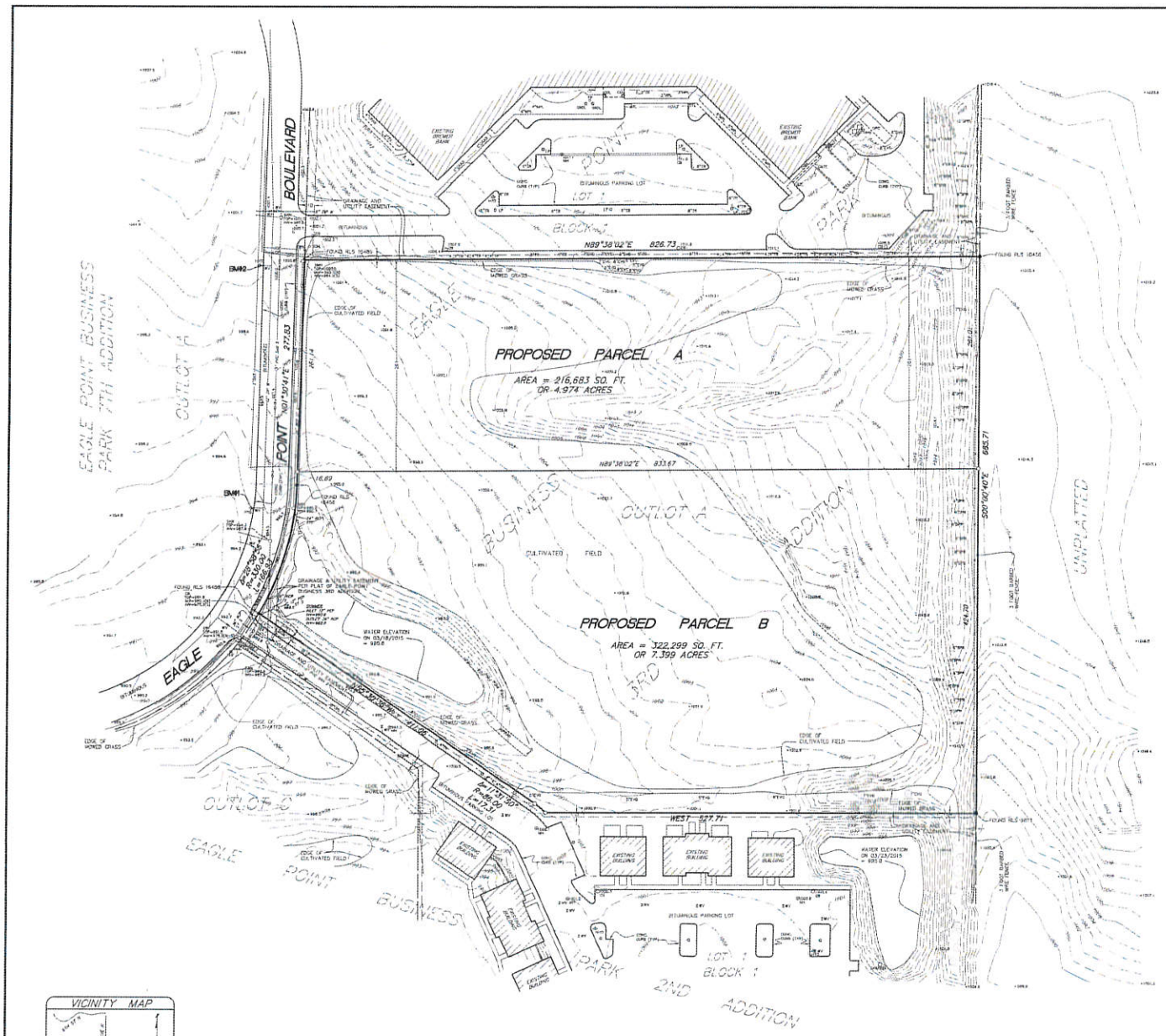
Detailed Reason for Request: The Bremer land aquisition will be held for future building expansion development.

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

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

Signature of applicant: Mark Hanson Date: 4/29/15

Signature of fee owner: _____ Date: 4/29/15



DESCRIPTION OF PROPERTY SURVEYED

(Per Certificate of Title No. 58176)
Outlot A, Eagle Point Business Park 3rd Addition, Washington County, Minnesota

PLAT RECORDING INFORMATION

The plat of Eagle Point Business Park 3rd Addition was filed of record on April 22, 2002, as Document No. 1111330

TITLE COMMITMENT

This survey was prepared without the benefit of current title work. Easements, appurtenances, and encumbrances may exist in addition to those shown hereon. This survey is subject to revision upon receipt of a current title insurance commitment or attorney's title opinion.

Documents listed in the memorials of Certificate of Title No. 58176:

1065503 Declaration of Protective Covenants
1092260 Development Standards
1094029 Declaration of Monuments, Easements, Landscaping, Maintenance Covenants
1110274 Declaration for Storm Water Retention Area Maintenance
1148152 First Amendment to Declaration of Protective Covenants

DESCRIPTION OF PROPOSED PARCEL A

The northerly 281.00 feet of Outlot A, Eagle Point Business Park 3rd Addition, according to the recorded plat thereof, Washington County, Minnesota

Area = 216,683 square feet or 4.974 acres

DESCRIPTION OF PROPOSED PARCEL B

That part of Outlot A, Eagle Point Business Park 3rd Addition, according to the recorded plat thereof, Washington County, Minnesota, lying southerly of the northerly 281.00 feet.

Area = 322,299 square feet or 7.399 acres

GENERAL NOTES

1.) Survey coordinate basis: Washington County Coordinate System

UTILITY NOTES

1.) Utility information from plans and markings was combined with observed evidence of utilities to develop a view of the underground utilities shown hereon. However, locking excavation, the exact location of underground features cannot be accurately, completely and reliably depicted. Where additional or more detailed information is required, excavation may be necessary.

2.) Other underground utilities of which we are unaware may exist. Verify all utilities critical to construction or design.

3.) Contact GOPHER STATE ONE CALL at 651-454-0002 (800-252-1166) for precise onsite location of utilities prior to any excavation.

LEGEND

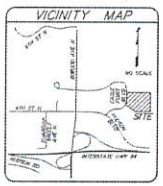
○	Denotes iron monument set marked with P.L.S. No. 15480
●	Denotes found iron monument
BTL	Denotes beaver tail curb
CB	Denotes catch basin
CBR	Denotes communication box
CLF	Denotes chain link fence
COL	Denotes building column
DIP	Denotes ductile iron pipe
FP	Denotes flag pole
G	Denotes gutter
GAS	Denotes underground gas line
GREL	Denotes ground light
HHC	Denotes communication hand hole
HHF	Denotes fiber optic hand hole
HYD	Denotes fire hydrant
INV	Denotes structure invert
LP	Denotes light pole
MH	Denotes manhole
MST	Denotes metal steps
OPC	Denotes outdoor power center
OVH	Denotes overhang
PEP	Denotes polyethylene pipe
PIV	Denotes post indicator valve
PVC	Denotes polyvinylchloride pipe
RCP	Denotes reinforced concrete pipe
SAN	Denotes sanitary manhole
SAN S	Denotes sanitary sewer
SMH	Denotes storm manhole
ST S	Denotes storm sewer
TCS	Denotes traffic control sign
TRANS	Denotes transformer
UCE	Denotes underground communication line
UGE	Denotes underground electric line
W	Denotes water line
WV	Denotes water valve
CRAB	Denotes Crabapple tree
EVG	Denotes evergreen tree
MPL	Denotes Maple tree
SPR	Denotes Spruce tree
TR	Denotes deciduous tree

BENCH MARKS (BM) NGVD 1929

1.) Top of top nut of fire hydrant second north of Hudson Boulevard. West side of Eagle Point Boulevard.
Elevation = 997.36 feet

2.) Top of top nut of fire hydrant third north of Hudson Boulevard. West side of Eagle Point Boulevard.
Elevation = 1002.72 feet

VICINITY MAP



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

Dated this 28th day of April, 2015

SUNDE LAND SURVEYING, LLC
By: Mark S. Hansen
Mark S. Hansen, P.L.S. Minn. Lic. No. 15480

N

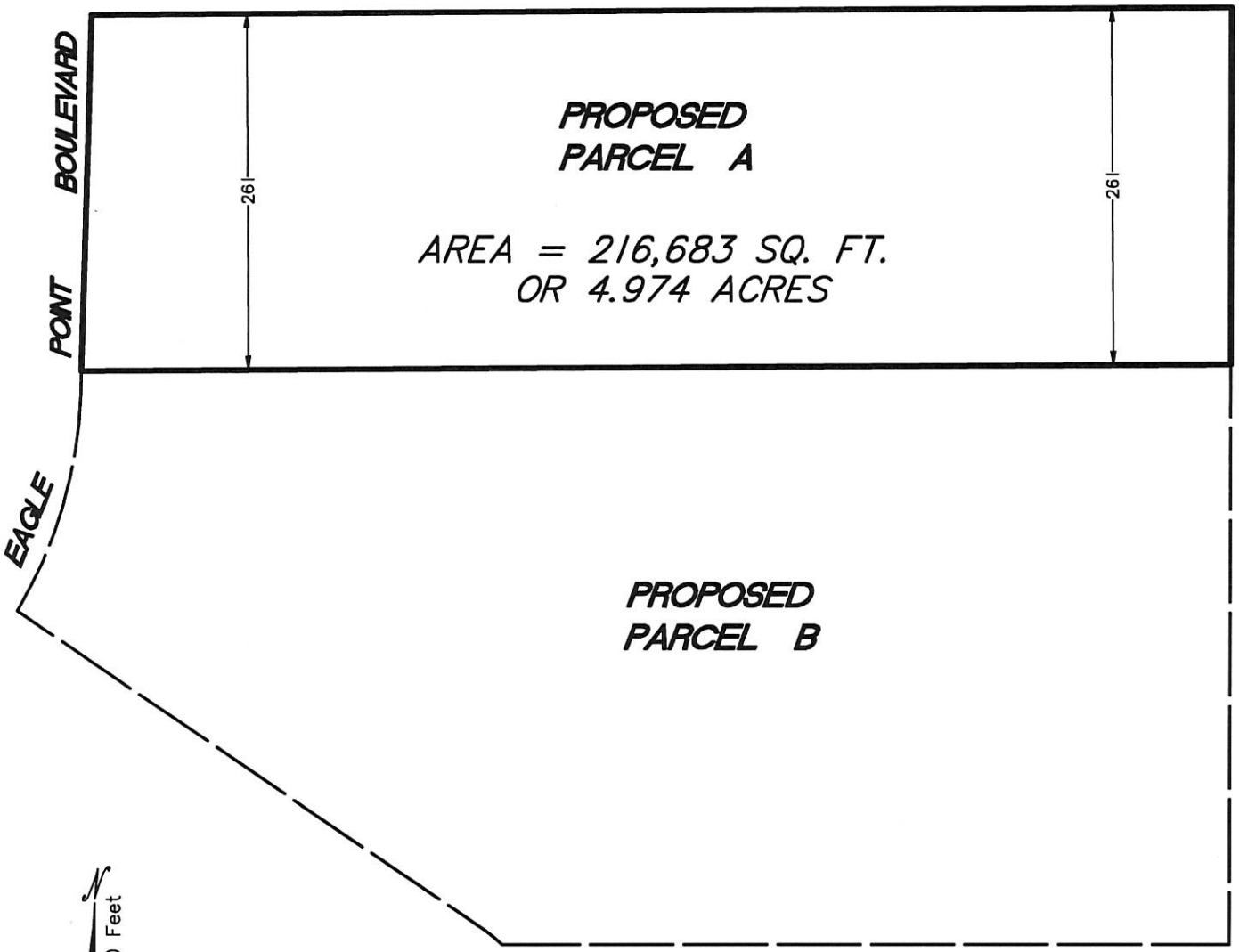
50 0 50 100
SCALE IN FEET

Revision	By	Date

Drawing Title:
MINOR SUBDIVISION SURVEY FOR:
UNITED PROPERTIES
OUTLOT A, EAGLE POINT BUSINESS PARK 3RD ADDITION
EAGLE POINT BOULEVARD, LAKE ELMO, MN

SUNDE LAND SURVEYING
Main Office:
9321 East Broadway Avenue (218) - Suite 118
Bloomington, Minnesota 55420-3435
952-884-2403 (Fax) 612-868-9168
West Office:
Wahpeton, North Dakota 701-642-9062
www.sunde.com

Project: 99-186-A	Dwg File: 83530.dwg		Date: 04/28/2015
Township: 29	Range: 21	Section: 33	Sheet: 1 of 1
File: 83530DSD.dwg			



DESCRIPTION OF PROPOSED PARCEL A

The northerly 261.00 feet of Outlot A, Eagle Point Business Park 3rd Addition, according to the recorded plat thereof, Washington County, Minnesota.

Area = 216,683 square feet or 4.974 acres

N

SCALE: 1 Inch = 120 Feet

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

Dated this 15th day of April, 2015

SUNDE LAND SURVEYING, LLC.

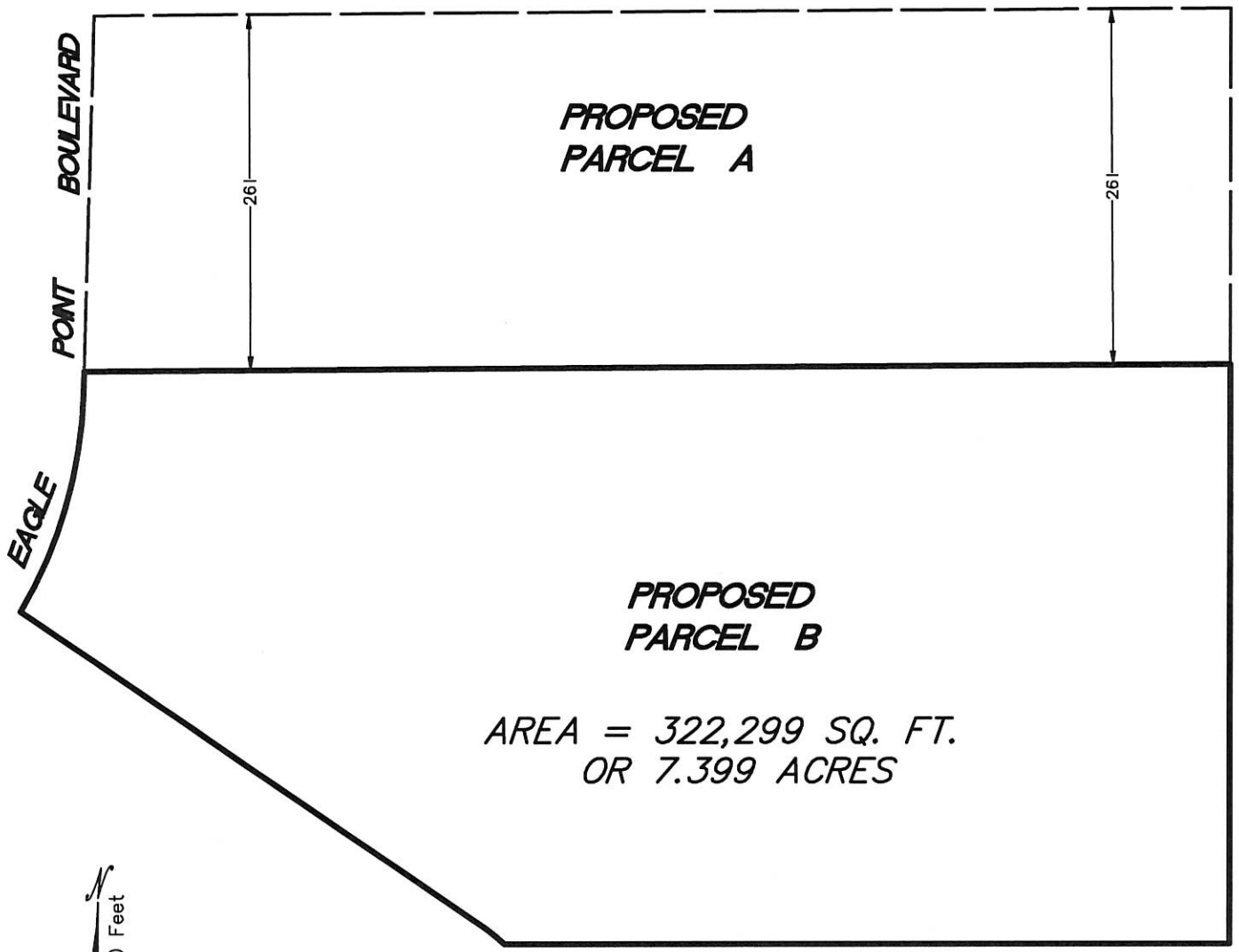
By: Mark S. Hanson

Mark S. Hanson, P.L.S. Minn. Lic. No. 15480

95-155-R 823/31 T.29 R.21 S.33 SMT 95155R003sketch.dwg

SHEET 1 OF 2 SHEETS

SUNDE LAND SURVEYING
9001 East Bloomington Freeway (35W) • Suite 118
Bloomington, Minnesota 55420-3435
952-881-2455 (Fax: 952-888-9526)
www.sunde.com



DESCRIPTION OF PROPOSED PARCEL B

That part of Outlot A, Eagle Point Business Park 3rd Addition, according to the recorded plat thereof, Washington County, Minnesota, lying southerly of the northerly 261.00 feet.

Area = 322,299 square feet or 7.399 acres

N

SCALE: 1 Inch = 120 Feet

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

Dated this 15th day of April, 2015

SUNDE LAND SURVEYING, LLC.

By: Mark S. Hanson

Mark S. Hanson, P.L.S. Minn. Lic. No. 15480

95-155-R 823/31 T.29 R.21 S.33 SMT 95155R003sketch.dwg

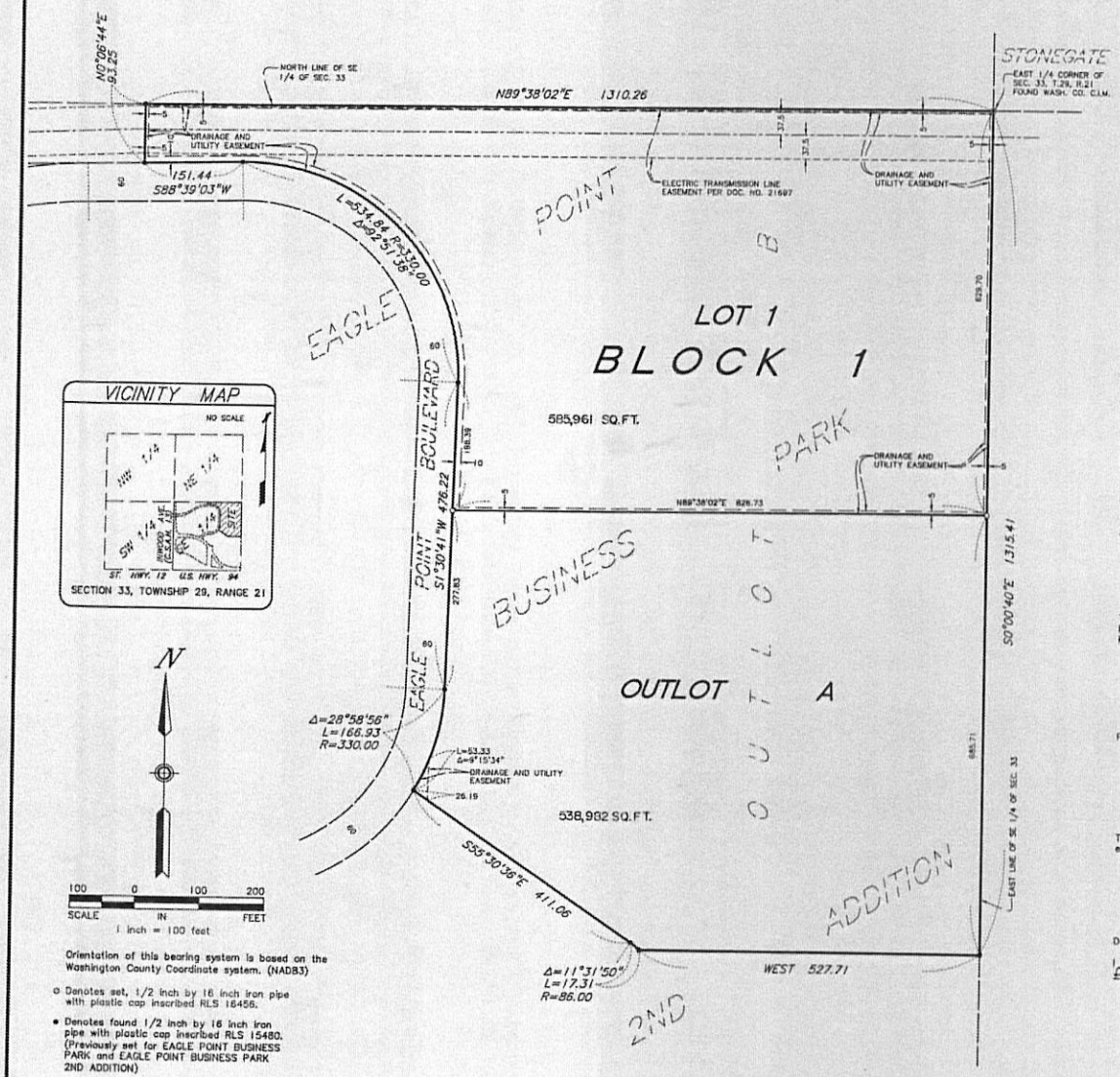
SHEET 2 OF 2 SHEETS

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CITY OF LAKE ELMO

COPY

EAGLE POINT BUSINESS PARK 3RD ADDITION



Orientation of this bearing system is based on the Washington County Coordinate system. (NAD83)

○ Denotes set, 1/2 inch by 18 inch iron pipe with plastic cap inscribed RLS 18456.

● Denotes found 1/2 inch by 18 inch iron pipe with plastic cap inscribed RLS 15480. (Previously set for EAGLE POINT BUSINESS PARK and EAGLE POINT BUSINESS PARK 2ND ADDITION)

KNOW ALL BY THESE PRESENTS: That UNITED LAND LLC, a Minnesota limited liability company, owner and proprietor of the following described property, situated in the County of Washington, State of Minnesota to wit:

Outlot B, EAGLE POINT BUSINESS PARK 2ND ADDITION, according to the plat thereof filed of record in the office of the Registrar of Titles in and for Washington County, Minnesota.

As evidenced by Certificate of Title No. 57112.

Has caused the same to be surveyed and platted as EAGLE POINT BUSINESS PARK 3RD ADDITION, and does hereby donate and dedicate to the public the easements created by this plat for drainage and utility purposes only.

In witness whereof said UNITED LAND LLC, a Minnesota limited liability company, has caused these presents to be signed by its proper officers this 11 day of April 2002.

UNITED LAND LLC

BY: [illegible] Its Exec Vice Pres and Daryl Sloma Its Vice Pres.

STATE OF Minnesota
COUNTY OF Hennepin

The foregoing instrument was acknowledged before me this 11th day of April 2002 by [illegible] its Exec Vice President and Daryl G. Sloma its Vice President of said UNITED LAND LLC, a Minnesota limited liability company, on behalf of said company.

ARDYCE E. HANSON NOTARY PUBLIC-MINNESOTA My Commission Expires Jan. 31, 2005

Ardyce E. Hanson
Notary Public, Hennepin County, Minnesota
My Commission Expires January 31, 2005

I, John K. Barnes, hereby certify that I have surveyed and platted the property described on this plat as EAGLE POINT BUSINESS PARK 3RD ADDITION; that this plat is a correct representation of the survey; that all distances are correctly shown on the plat in feet and hundredths of a foot; that all monuments have been correctly placed in the ground as shown; that the outside boundary lines are correctly designated on the plat; and that there are no wet lands as defined in MS 505.02, Subd. 1 or public highways to be designated other than as shown.

John K. Barnes
John K. Barnes, Land Surveyor
Minnesota License No. 16456

STATE OF MINNESOTA
COUNTY OF Hennepin

The foregoing Surveyor's Certificate by John K. Barnes, Minnesota Registration No. 16456, was acknowledged before me this 11th day of April 2002.

JANET C. PODELLER NOTARY PUBLIC-MINNESOTA My Commission Expires Jan. 31, 2005

Janet C. Podeller
Notary Public, Dakota County, Minnesota
My Commission Expires January 31, 2005

This plat of EAGLE POINT BUSINESS PARK 3RD ADDITION was approved by the City Council of the City of Lake Elmo, Minnesota, this 16 day of April 2002, and hereby certifies compliance with all requirements as set forth in Minnesota Statutes, Section 505.03, Subd. 2.

SIGNED: Lee Hunt
Mayor
SIGNED: Mary Kueppers
City Administrator

Pursuant to Chapter 820, Laws of Minnesota, 1971, this plat has been approved this 22nd day of APRIL 2002.

BY: LAWRENCE S. NYBECK
Washington County Surveyor
BY: [illegible]
Assistant County Surveyor

There are no delinquent taxes, the current taxes due and payable for the year 2002 have been paid, and transfer has been entered this 22nd day of April 2002.

BY: Molly F. O'Rourke
Washington County Auditor/Treasurer
BY: Rebecca A. Olson
Deputy

Document Number 1111330

I hereby certify that this instrument was filed in the Office of the Registrar of Titles for record on this 22 day of April 2002 at 8:11 o'clock P.M., and was duly recorded in Washington County Records.

BY: _____
Washington County Registrar of Titles
BY: _____
Deputy

Sunde Land Surveying, LLC.

THE CITY OF LAKE ELMO

MAYOR & COUNCIL COMMUNICATION

DATE: **May 19, 2015**
CONSENT ITEM # **17**

AGENDA ITEM: Approving Master Subscriber Agreement for Minnesota Court Data Services for Governmental Agencies and Request Form for Minnesota Government Access (MGA) Login Account

SUBMITTED BY: Adam Bell, Assistant City Administrator/City Clerk

THROUGH: Dean Zuleger, City Administrator

REVIEWED BY: Dave Snyder, City Attorney
Sarah Sicheneder, City Prosecutor

SUGGESTED ORDER OF BUSINESS ***(If removed from Consent)***:

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

POLICY RECOMMENDER: City Attorney

SUMMARY AND ACTION REQUESTED: City Council is respectfully requested to approve Resolution 2015-38. *As part of the Consent Agenda, no formal action is required.* If Council wishes to discuss this item, it can be approved by taking the following action:

"Move to approve Resolution 2015-38, Approving Master Subscriber Agreement for Minnesota Court Data Services for Governmental Agencies and Request Form for Minnesota Government Access (MGA) Login Account."

BACKGROUND: This agreement allows Lake Elmo City Attorney's Office to access electronic court data through the Minnesota Court Data Services for Governmental Agencies. The City entered into an agreement to participate in the pilot program in 2013. This is an updated resolution authorizing legal counsel to continue that subscriber access for criminal cases.

CITY OF LAKE ELMO
WASHINGTON COUNTY, MINNESOTA

RESOLUTION 2015-38

APPROVING MASTER SUBSCRIBER AGREEMENT FOR MINNESOTA COURT DATA SERVICES FOR GOVERNMENTAL AGENCIES AND REQUEST FORM FOR MINNESOTA GOVERNMENT ACCESS (MGA) LOGIN ACCOUNT

WHEREAS, the City of Lake Elmo desires to improve efficiencies through participating in a paperless court process with the Minnesota Judicial Branch; and

WHEREAS, the City Attorney for the City of Lake Elmo has reviewed the Master Subscriber Agreement for Governmental Agencies and Request for Minnesota Government Access (MGA) Login Account; and

WHEREAS, as the Minnesota Judicial Branch moves towards a paperless court, the eCourtMN initiative is committed to ensuring that non-court governmental agencies have appropriate access to court records and documents. The Minnesota Government Access (MGA) Login Account will permit attorneys' electronic access to appropriate court records and documents in Washington County Criminal Cases.

WHEREAS, the City of Lake Elmo desires to subscribe to the Minnesota Government Access (MGA) Login Account that will permit attorneys in the offices of the Lake Elmo City Attorney to electronically access court records and documents.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Lake Elmo, Minnesota, as follows:

The MASTER SUBSCRIBER AGREEMENT FOR MINNESOTA GOVERNMENTAL AGENCIES for the Minnesota Government Access (MGA) Login Account is approved and the Mayor and Administrator are authorized and directed to execute and deliver said documents.

Passed and Adopted by the Council on this 19th day of May, 2015.

_____
Mike Pearson, Mayor

ATTEST:

_____
Dean Zuleger, City Administrator

THE CITY OF LAKE ELMO

MAYOR & COUNCIL COMMUNICATION

DATE: May 19, 2015
REGULAR ITEM 18

AGENDA ITEM: Old Village Phase 1 Street and Utility Improvements – Resolution Receiving Feasibility Report and Calling Hearing on Improvement

SUBMITTED BY: Chad J. Isakson, Project Engineer

THROUGH: Dean A. Zuleger, City Administrator

REVIEWED BY: Adam Bell, City Clerk
Cathy Bendel, Finance Director
Jack Griffin, City Engineer
Dave Snyder, City Attorney

SUGGESTED ORDER OF BUSINESS:

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

POLICY RECOMMENDER: Engineering.

FISCAL IMPACT: None.

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

SUMMARY AND ACTION REQUESTED:

The City Council is respectfully requested to consider adopting Resolution No. 2015-39 receiving the Feasibility Report and calling for a Public Improvement Hearing for the Old Village Phase 1 Street and Utility Improvements to be held on June 16, 2015. The recommended motion for this action is as follows:

"Move to adopt Resolution No. 2015-39, receiving the Feasibility Report and Calling Hearing for the Old Village Phase 1 Street and Utility Improvements."

LEGISLATIVE HISTORY/BACKGROUND INFORMATION:

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

The improvements consist of the following:

- Reconstruction of streets with the addition of sidewalks as approved by Council as a part of Municipal Consent on February 5, 2015.
- Construction of the initial regional drainage system improvements including a large infiltration pond and oversized storm sewer to begin addressing flooding issues in the Old Village Area.
- Extension of sanitary sewer to provide service to benefitting properties within the Old Village.
- Replacement of an aged watermain system.
- Street lights and landscaping amenities including boulevard trees.

The total estimated project cost for the Phase 1 improvements is $5,568,100. The estimated total cost of the street and landscape improvements are $1,405,900, sanitary sewer improvements are $906,300, streetscape improvements are $73,400, regional drainage improvements are $2,709,100, and water system improvements are $473,400.

The street and landscape improvements and extension of sanitary sewer are proposed to be assessed against the benefitting properties consistent with the City's Special Assessment Policy. Street improvement assessments are proposed at a rate of 30% for residential properties using an average residential front footage, and 100% for commercial properties based upon the actual front footage. Extension of sanitary sewer is 100% paid for by the benefitting property owners using a per residential equivalent method. The remainder of the proposed project costs are proposed to be paid through a combination of municipal state aid funds, water enterprise funds, and general funds.

Due to the unique nature of the Village project, the Finance Committee was directed to review and consider multiple assessment methodologies. The feasibility report presents the assessment methodology as recommended by the Finance Committee.

Assessments for street improvements are levied over 10 years while the sanitary sewer improvements would be levied over a 20 year period. Additional cost breakdown, assessment information, and financial detail is present in the Feasibility Report.

RECOMMENDATION:

Staff is recommending that the City Council adopt Resolution No. 2015-39, receiving the Feasibility Report and calling Hearing for the Old Village Phase 1 Street and Utility Improvements. The recommended motion for this action is as follows:

"Move to adopt Resolution No. 2015-39, receiving the Feasibility Report and Calling Hearing for the Old Village Phase 1 Street and Utility Improvements."

ATTACHMENT(S):

1. Resolution No. 2015-39 Receiving Report and Calling for Hearing on Improvements.
2. Notice of Hearing on Improvement.
3. Location Map.
4. Project Schedule.
5. Feasibility Report *(available for review at City Hall)*

CITY OF LAKE ELMO
WASHINGTON COUNTY
STATE OF MINNESOTA

RESOLUTION NO. 2015-39

A RESOLUTION RECEIVING A FEASIBILITY REPORT FOR THE OLD VILLAGE PHASE 1 STREET AND UTILITY IMPROVEMENTS AND CALLING HEARING ON IMPROVEMENT

WHEREAS, pursuant to city council authorization, adopted on July 1, 2014, a feasibility report has been prepared by FOCUS Engineering, Inc. for the Old Village Phase 1 Street and Utility Improvements; and

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

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

NOW, THEREFORE, BE IT RESOLVED,

1. That the City Council will consider the improvements in accordance with the report and the assessments of the abutting properties for all or a portion of the cost of the improvements pursuant to Minnesota Statues, Chapter 429 at an estimated total project cost of $5,568,100; consisting of the street and landscape improvements at $1,405,900, sanitary sewer improvements at $906,300, streetscape improvements at $73,400, regional drainage improvements at $2,709,100, and water system improvements of $473,400.

2. A public hearing shall be held on such proposed improvements on the 16th day of June, 2015, in the council chambers of the City Hall at or approximately after 7:00 P.M. and the clerk shall give mailed and published notice of such hearing and improvement as required by law.

ADOPTED BY THE LAKE ELMO CITY COUNCIL ON THE NINETEENTH DAY OF MAY, 2015.

CITY OF LAKE ELMO

By: _____
Mike Pearson
Mayor

(Seal)
ATTEST:

_____
Adam Bell
City Clerk

CITY OF LAKE ELMO
NOTICE OF HEARING ON IMPROVEMENT
OLD VILLAGE PHASE 1 STREET AND UTILITY IMPROVEMENTS

Notice is hereby given that the City Council of Lake Elmo will meet in the council chambers of the city hall at or approximately after 7:00 P.M. on Tuesday, June 16, 2015, to consider the making of the following improvements, pursuant to Minnesota Statutes, Sections 429.011 to 429.111;

The street, landscape and streetscape improvements are proposed along Upper 33rd Street from Lake Elmo Avenue to Laverne Avenue, Laverne Avenue from Upper 33rd Street to Trunk Highway 5, 36th Street from Lake Elmo Avenue to Laverne Avenue, and the Alley between Laverne Avenue and Lake Elmo Avenue from Upper 33rd Street to 36th Street. The improvements consist of reconstruction of the existing streets with concrete curb and gutter, installation of a storm sewer system, replacement of aged watermain, boulevard trees, ornamental street lights, and minor paver block details at intersections.

The sanitary sewer improvements include the extension of existing sanitary sewer along Upper 33rd Street from where it crosses the Union Pacific Railroad Tracks to Lake Elmo Avenue, along Laverne Avenue from Upper 33rd Street to Trunk Highway 5, 36th Street from Lake Elmo Avenue to Laverne Avenue, and the Alley between Laverne Avenue and Lake Elmo Avenue from Upper 33rd Street to 200-feet south of 36th Street. Improvements will include a service stub to each benefitting property to the property line.

The area proposed to be assessed for the street improvements include the properties directly abutting Upper 33rd Street, 36th Street, and Laverne Avenue as detailed above.

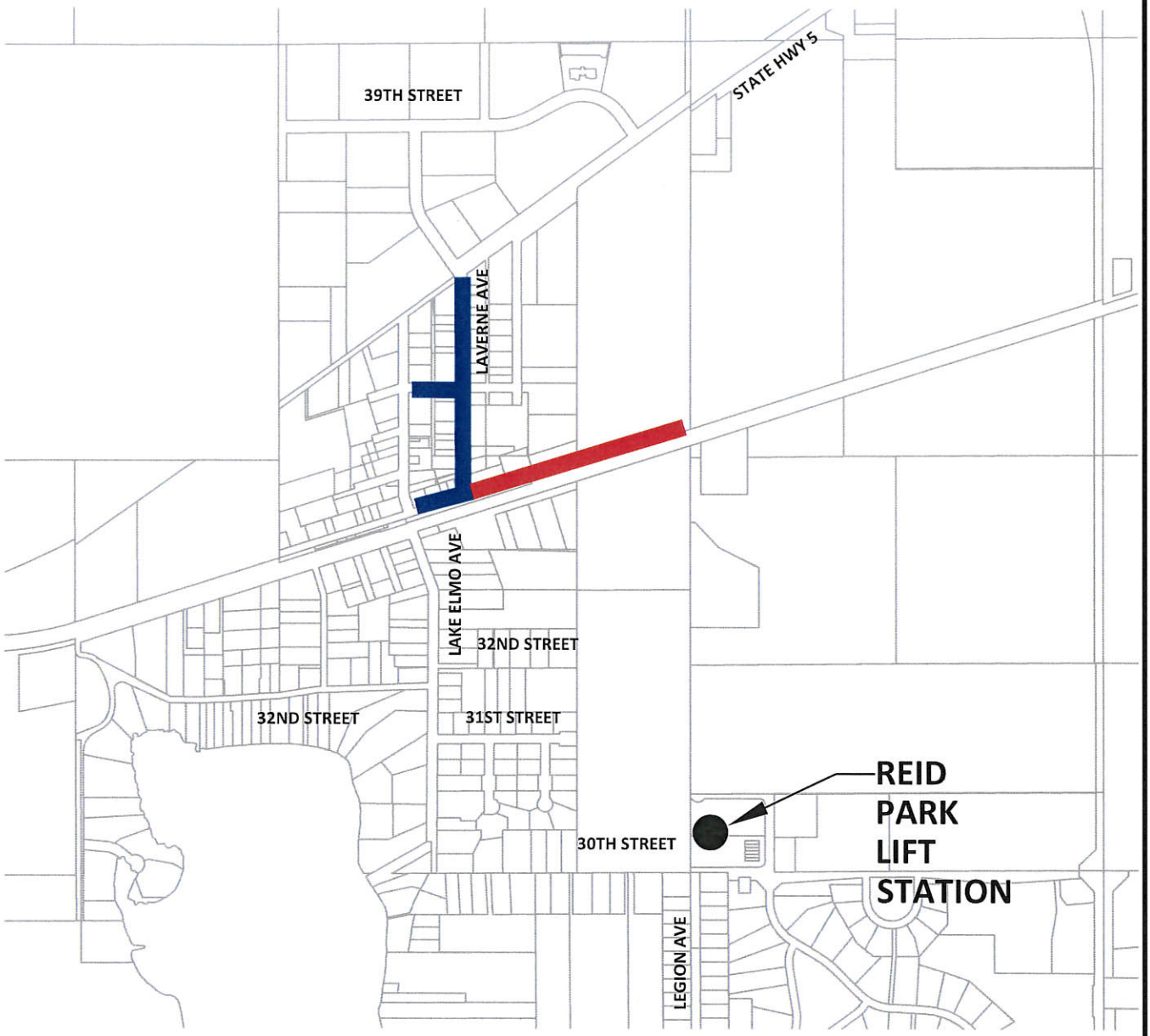
The estimated total project cost is $5,568,100. The estimated total cost of the street and landscape improvements are $1,405,900; sanitary sewer improvements are $906,300; streetscape improvements are $73,400; regional drainage improvements are $2,709,100; and water system improvements are $473,400. The streetscape improvements, watermain replacement and regional storm sewer system will not be assessed. A reasonable estimate of the impact of the assessment will be available at the hearing. Such persons as desiring to be heard with reference to the proposed improvements will be heard at this meeting.

DATED: May 19, 2015

BY ORDER OF THE LAKE ELMO CITY COUNCIL

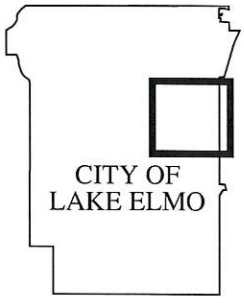
Mike Pearson, Mayor

(Published in the Oakdale-Lake Elmo Review on May 27, 2015 and June 3, 2015)



LEGEND

- OLD VILLAGE PHASE 1 STREETAND UTILITY IMPROVEMENTS
- OLD VILLAGE PHASE 1 STREETAND UTILITY IMPROVEMENTS (SANITARY SEWER AND REGIONAL STORM SEWER ONLY)



THE CITY OF LAKE ELMO

N

FOCUS ENGINEERING

OLD VILLAGE STREET AND UTILITY IMPROVEMENTS
PROJECT NO. 2014.137
APRIL, 2015

EXHIBIT NO. 1

LOCATION MAP

OLD VILLAGE PHASE 1 STREET AND UTILITY IMPROVEMENTS

PROJECT SCHEDULE

OLD VILLAGE PHASE 1: STREET
AND UTILITY IMPROVEMENTS

MAY, 2015

FOCUS ENGINEERING, inc.

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

FEBRUARY 5, 2015	Council approves Municipal Consent. County proceeds with Final Design.
FEBRUARY 24, 2015	Council authorizes the preparation of a Feasibility Report.
MAY 1, 2015	County posts advertisement for bid.
MAY 19, 2015	Council accepts Report; and adopts project assessment policy. Calls Public Improvement Hearing. Submit Notice of Public Hearing for Publication.
MAY 27, 2015	Notice of Public Hearing Published (2nd Notice on June 3rd).
JUNE 2, 2015	Accept Contractor Bids. Finalize Cooperative Agreement.
JUNE 16, 2015	County Board Meeting. County accepts bids and awards Contract contingent up City award.
JUNE 16, 2015	Public Improvement Hearing. Council approves "Concurrence" to award contract. Council Orders the Improvement for the 2015 IMPROVEMENTS (Requires 4/5th vote).
OCTOBER 15, 2015	Substantial Completion.
JUNE 15, 2016	Final Completion.

THE CITY OF LAKE ELMO

MAYOR & COUNCIL COMMUNICATION

DATE: **May 19, 2015**
REGULAR
ITEM # **19**

AGENDA ITEM: InWood Final Plat and Final PUD Plans (Phase 1) and Zoning Map Amendments

SUBMITTED BY: Kyle Klatt, Community Development Director

THROUGH: Dean Zuleger, City Administrator

REVIEWED BY: Nick M. Johnson, City Planner
Planning Commission
Jack Griffin, City Engineer
Greg Malmquist, Fire Chief
Stephen Mastey, City's Landscape Consultant

SUGGESTED ORDER OF BUSINESS:

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

POLICY RECCOMENDER: The Planning Commission is recommending that the City Council approve a final plat and final development plan for the first phase of the InWood PUD development. The Commission is also recommending that the City Council establish the base zoning for the entire development area in accordance with the approved concept plan. The Planning Commission considered the final plat and plans at its April 27, 2015 meeting and a summary of the Commission's report and recommendation are included below.

FISCAL IMPACT: TBD – the City will be asked to review a developer's agreement concerning the final plat on May 19, 2015. The agreement will include a detailed accounting of any development costs that will be the responsibility of the developer and/or the City.

SUMMARY AND ACTION REQUESTED: The City Council is being asked to consider a request from Hans Hagen Homes for approval of a zoning map amendment, final plat and final PUD plan for the first phase of the InWood planned residential development. The final plat

includes 40 single-family residential lots, and the related construction plans for the improvements necessary to serve these homes. The City Council approved the InWood Preliminary Plat and Preliminary PUD Plan on December 2, 2014, which covered the single family portion of the broader 158-acre project area. There are 275 single family residential lots planned within the entire subdivision, in addition to 264 multi-family units that are planned as part of latter phases. The final plat covers only a portion of the overall total of units that will eventually be platted.

The Planning Commission considered this matter at its April 27, 2015 meeting and recommended approval of the InWood Final Plat and Final PUD Plan subject to 13 conditions of approval. The suggested motions to adopt the Planning Commission recommendation is as follows:

"Move to adopt Resolution No. 2015-40 approving the Final Plat and Final PUD Plan for InWood."

In addition, the Planning Commission recommended approval of the requested zoning map amendment. The suggested motion to adopt the Planning Commission recommendation concerning the proposed zoning map amendment is as follows:

"Move to adopt Ordinance 08-120, approving the Zoning Map Amendment for the InWood Planned Unit Development."

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

It should also be noted that the applicants have submitted updated final plat and final construction documents. These final plans are currently being reviewed by the City Engineer and Community Development Department. The preliminary plat was approved by the City Council on December 2, 2014, and this approval included a series of conditions that must be met by the applicant. Included in the Staff analysis is a line-by-line review of the conditions attached to the preliminary plat.

Prior to commencing with the construction of any public improvements on the site, the developer will need to receive final approval of all construction plans by the City Engineer.

PLANNING COMMISSION REPORT: The Planning Commission reviewed the final plat and final PUD application at its April 27, 2015 meeting. At the meeting, a public hearing was held, necessitated by the zoning map amendment and final PUD plan actions. No one spoke during the public hearing, and staff did not receive and written or electronic correspondence regarding the application.

The Commission discussed various aspects of the development, and recommended that a condition of approval be added to those drafted by Staff in order to address the City Engineer's recommendations concerning retaining walls throughout the development. An excerpt from the Planning Commission's April 27th meeting minutes is included as an attachment to this report.

The Planning Commission recommended approval of the InWood Final Plat and Final PUD Plan with 13 conditions of approval. The vote to recommend approval of the InWood Final Plat was unanimous among the Commissioners present (Vote: 5-0).

In reviewing the proposed zoning map amendment, the Planning Commission unanimously recommended approval (5-0) as presented. Staff is recommending the following findings for the zoning map amendment based on the Planning Commission discussion:

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

STRENGTHS, WEAKNESSES, OPPORTUNITIES, THREATS:

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

Construction of the development would include all portions of the minor collector road 5th Street through the project site, which is necessary to serve the I-94 Corridor according to the City's Transportation Plan.

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

Opportunities: Approval of the plat application allows the development plans for the InWood planned development to proceed as planned in the Comprehensive Plan.

Moving forward with sewered single family growth should allow the City to add additional users to the City's public sanitary sewer system, helping to finance the City's investments in sanitary sewer.

Threats: None

RECOMMENDATION: The Planning Commission and Staff are recommending that the City Council approve the InWood Final Plat and Final PUD Plan subject to 13 conditions of approval. The suggested motion to adopt the Planning Commission recommendation is as follows:

"Move to adopt Resolution No. 2015-40 approving the Final Plat and Final PUD Plan for InWood."

In addition, the Planning Commission and Staff are recommending that the City Council approve the requested zoning map amendment through the following motion:

"Move to adopt Ordinance 08-120, approving the Zoning Map Amendment for the InWood Planned Unit Development."

ATTACHMENTS:

1. Resolution No. 2015-40
2. Ordinance 08-120
3. Exhibit A – Zoning Map Amendment
4. Staff Report to the Planning Commission, 4/27/15
5. City Engineer Review Comments – 4/23/15
6. InWood Park Calculations (Provided by Developer)
7. Excerpt of Planning Commission Minutes from 4/27/15
8. Application Booklet – with Table of Contents
    a. PUD Final Plan
    b. Final Plat
    c. Application Forms
    d. PUD Narrative
    e. Phasing Plan
    f. Open Space Plan
    g. Grading Plan
    h. Storm Water Plan *(Electronic Only)*
    i. Utility Plan *(Electronic Only)*
    j. Landscape and Tree Preservation Plans
    k. HOA Documents *(Electronic Only)*
    l. Example Home Elevations

CITY OF LAKE ELMO
WASHINGTON COUNTY
STATE OF MINNESOTA

RESOLUTION NO. 2015-40

A RESOLUTION APPROVING A FINAL PLAT AND FINAL PLANNED UNIT DEVELOPMENT (PUD) PLAN FOR THE FIRST PHASE OF THE INWOOD PLANNED UNIT DEVELOPMENT

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

WHEREAS, Hans Hagen Homes, 941 NE Hillwind Road, Suite 300, Fridley, MN has submitted an application to the City of Lake Elmo ("City") for a Final Plat and Final PUD Plan for the first phase of the InWood Planned Unit Development, a copy of which is on file in the City of Lake Elmo Community Development Department; and

WHEREAS, the City approved the InWood PUD General Concept Plan on September 16, 2014; and

WHEREAS, the City approved the InWood Preliminary Plat and Preliminary PUD Plan on December 2, 2014; and

WHEREAS, the proposed InWood Final Plat and Final PUD Plan includes 40 single family residential lots within the single family residential portion of the 157.2-acre InWood planned unit development located in Stage 1 of the I-94 Corridor Planning Area; and

WHEREAS, the Lake Elmo Planning Commission held public hearing on April 27, 2015 to consider the Final Plat and Preliminary PUD Plan request; and

WHEREAS, the Lake Elmo Planning Commission adopted a motion recommending approval of the Final Plat and Final PUD Plan subject to 13 conditions of approval; and

WHEREAS, the Lake Elmo Planning Commission has submitted its report and recommendation concerning the Final Plat and Final PUD Plan as part of a memorandum to the City Council for the May 19, 2015 Council Meeting; and

WHEREAS, the City Council reviewed the InWood Final Plat and Final PUD Plan at its meeting held on May 19, 2015 and made the following findings of fact:

1) That the procedure for obtaining approval of said Final Plat and Final PUD plans is found in the Lake Elmo City Code, Sections 153.08 and 154.750.

2) That all the requirements of said City Code Sections 153.08 and 154.750 related to the Final Plat and Final PUD plans have been met by the Applicant.

3) That the proposed Final Plat for InWood consists of the creation of 40 single-family detached residential structures.

4) That the InWood Final Plat and Final PUD Plan is consistent with the Preliminary Plat and Plans as approved by the City of Lake Elmo on December 2, 2014.

5) That the InWood Final Plat and Final PUD Plan is consistent with the Lake Elmo Comprehensive Plan and the Future Land Use Map for this area.

6) That the InWood Final Plat generally complies with the City's Urban Low Density Residential zoning district, with the exceptions as noted in the approved Preliminary PUD Plans and as further specified in Resolution No. 2014-094.

7) That the InWood Final Plat complies with all other applicable zoning requirements, including the City's landscaping, storm water, sediment and erosion control and other ordinances, except as noted in this report or attachment thereof.

8) That the InWood Final Plat complies with the City's subdivision ordinance.

9) That the InWood Final Plat and Final PUD Plan complies with the City's Planned Unit Development Ordinance.

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

1) Final grading, drainage, and erosion control plans, sanitary and storm water management plans, landscape plans, and street and utility construction plans shall be reviewed and approved by the City Engineer prior to the recording of the Final Plat. All changes and modifications to the plans requested by the City Engineer in a memorandum dated April 23, 2015 shall be incorporated into these documents before they are approved.

2) Prior to the execution of the Final Plat by City officials, the Developer shall enter into a Developer's Agreement acceptable to the City Attorney and approved by the City Council that delineates who is responsible for the design, construction, and payment of the required improvements for the InWood Final Plat and Final Development Plans with financial guarantees therefore.

3) All easements as requested by the City Engineer and Public Works Department shall be documented on the Final Plat prior to the execution of the final plat by City Officials.

4) A Common Interest Agreement concerning management of the common areas of InWood and establishing a homeowner's association shall be submitted in final form to the Community Development Director before a building permit may be issued for any structure within this subdivision. The applicant shall also enter into a maintenance agreement with the City that clarifies the individuals or entities responsible for any landscaping installed in areas outside of land dedicated as public park and open space on the final plat.

5) The developer is encouraged to incorporate elements from the Lake Elmo Theming Study into the final design of the community mailboxes within InWood.

6) The applicant shall deed Outlots C, D, F, G, I and H to the City upon recording of the final plat.

7) The applicant shall work with Community Development Director to name all streets in the subdivision in a manner acceptable to the City prior the recording of the final plat.

8) The City and the applicant shall enter into a final purchase agreement concerning the location and dedication of land associated with the proposed water tower necessary to provide adequate water service to the InWood project area prior to the execution of a developer's agreement or the recording of the final plat.

9) The final landscape plan shall be updated to address the review comments from the City's landscape architecture consultant and shall incorporate all design elements as specified in the City's 5th Street Standard Details and Design Book.

10) The developer shall update the final construction plans for 5th Street to include those portions of this road that will cross the southwest corner of Stonegate Park.

11) The developer shall update the final development plans to identify an alignment for a multi-purpose trail connection Street B to Inwood Avenue based on further review of this trail with the City of Lake Elmo and Washington County.

12) The final plat and final development plans shall include provisions satisfactory to the City that no structure be located within 15 feet of any storm water improvement (include pipes and catch basins).

13) Retaining walls within rear yard utility easements shall be clearly documented and shall be owned and maintained by the InWood homeowners' association. All costs associated with protection, replacement, or maintenance of retaining walls due to any work in easements by the City shall be the full responsibility of the HOA.

Passed and duly adopted this 19th day of May, 2015 by the City Council of the City of Lake Elmo, Minnesota.

_____
Mike Pearson, Mayor

ATTEST:

_____
Adam Bell, City Clerk

CITY OF LAKE ELMO
COUNTY OF WASHINGTON
STATE OF MINNESOTA

ORDINANCE NO. 08-120

AN ORDINANCE AMENDING CHAPTER 154 OF THE LAKE ELMO CITY CODE OF ORDINANCES BY ADOPTIONG A REVISED OFFICIAL ZONING DISTRICT MAP RELATED TO THE INWOOD PLANNED DEVELOPMENT

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

The West Half of the Southeast Quarter of Section 33, Township 29 North. Range 21 West, lying north of the north right of way line as shown on State Highway Right-of-way Plat No. 4 of 12, State Project 8282 (94-392) 902, Washington County, Minnesota. (Abstract)

AND

The Northeast Quarter of Section 33. Township 29. Range 21, less and except: Parcel No. 4 of Washington County Highway Right-of-way Plat No. 41; and Parcel No. 3 of Washington County Highway Right-of-way Plot No. 42, Washington County, Minnesota. (Torrens)

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

SECTION 3. Adoption Date. This Ordinance 08-120 was adopted on this 19th day of May 2015, by a vote of ___ Ayes and ___ Nays.

LAKE ELMO CITY COUNCIL

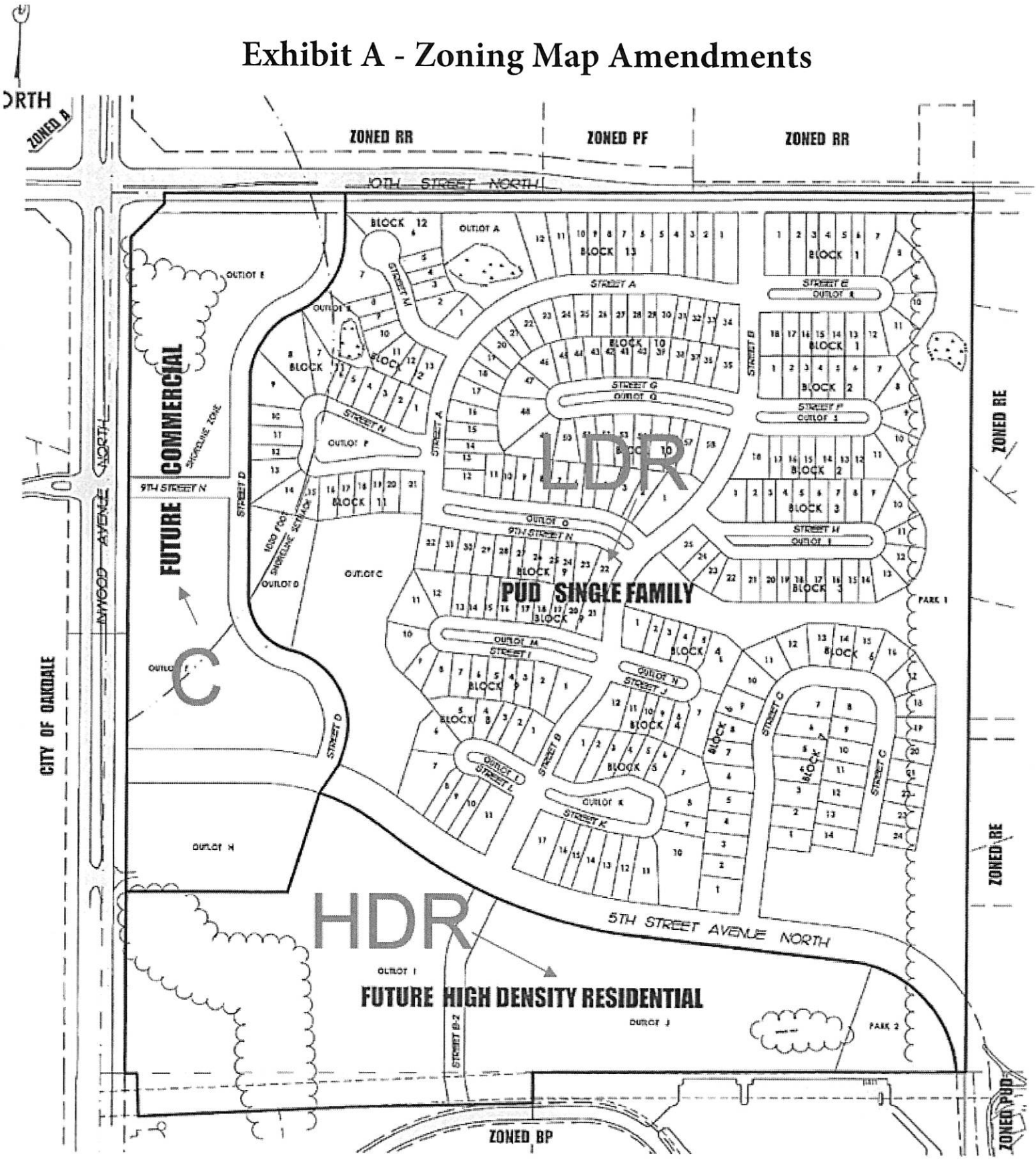
_____
Mike Pearson, Mayor

ATTEST:

_____
Adam Bell, City Clerk

This Ordinance 08-120 was published on the ____ day of _____, 2015.

Exhibit A - Zoning Map Amendments



PLANNING COMMISSION
DATE: 4/27/15
AGENDA ITEM: 4A – PUBLIC HEARING
CASE # 2015-12

ITEM: InWood Final Plat and Final PUD Plans (Phase 1)

SUBMITTED BY: Kyle Klatt, Planning Director

REVIEWED BY: Nick Johnson, City Planner
Jack Griffin, City Engineer

SUMMARY AND ACTION REQUESTED:

The Planning Commission is being asked to consider a request to approve a final plat, final PUD development plans, and related zoning map amendments associated with the first phase of the InWood PUD development. The final plat includes 40 single family residential lots that will be located within the southern portion of the development along with all portions of the 5th Street right-of-way through the PUD development area. The developer is also seeking approval of amendments to the City's Zoning Map that will establish the base zoning for the entire development area. Staff is recommending approval of the request subject to compliance with the conditions listed in this report.

GENERAL INFORMATION

Applicant: Hans Hagen Homes (John Rask), 941 NE Hillwind Rd. Suite 300, Fridley, MN and Inwood 10, LLC (Tom Scheutte) 95 S Owasso Blvd. W., St. Paul, MN

Property Owners: Inwood 10, LLC (Tom Scheutte), 95 S Owasso Blvd. W., St. Paul, MN

Location: Part of Section 33 in Lake Elmo, south of 10th Street (CSAH 10), north of Eagle Point Business Park, east of Inwood Avenue (CSAH 13) and west of Stonegate residential subdivision. PIDs: 33.029.21.12.0001, 33.029.21.12.0003, 33.029.21.11.0002 and 33.029.21.11.0001.

Request: Application for Final Plat and Final Planned Unit Development (PUD) Plan approval for the first phase of a mixed-use development to be named InWood. The final plat includes 40 single-family residential lots, while the remainder of the site will be platted as outlots for either public dedication or to be reserved for future development. The applicant is requesting a rezoning to establish the base zoning for the overall area included in the concept plan.

Existing Land Use and Zoning: Vacant land used for agricultural purposes. Current Zoning: RT– Rural Transitional Zoning District; Proposed Zoning: LDR – Low Density Residential, HDR – High Density Residential and C – Commercial (all with PUD overlay)

Surrounding Land Use and Zoning: North: Vacant agricultural land and two residential homes – RR and PF zoning; West: Oak Marsh Golf Course, urban single family subdivision, commercial – City of Oakdale jurisdiction;

South: Offices in Eagle Point Business Park (including Bremer Bank facility) – BP zoning; East: Stonegate residential estates subdivision – RE zoning.

Comprehensive Plan: Urban Low Density Residential (2.5 - 4 units per acre)
Urban High Density Residential (7.5 – 15 units per acre)
Commercial

History: The site has historically been used for agricultural purposes; there is no specific site information on file with the City (the property was subject to development speculation at various times in the past). The applicants have summited a mandatory Environmental Assessment Worksheet (EAW) for the development and the comment period for the EAW ended on October 29, 2014. The City Council adopted a resolution declaring no need for an EIS (Environmental Impact Statement) at its December 2, 2014 meeting. The City Council approved the general concept plan for the development at its September 16, 2014 meeting and approved the preliminary development plans at its December 2, 2014 meeting.

Deadline for Action: Application Complete – 3/27/15
60 Day Deadline – 5/26/15
Extension Letter Mailed – No
120 Day Deadline – 7/25/15

Applicable Regulations: Chapter 153 – Subdivision Regulations
Article 10 – Urban Residential Districts (LDR)
Article 16 – Planned Unit Development Regulations
§150.270 Storm Water, Erosion, and Sediment Control

REQUEST DETAILS

The City of Lake Elmo has received a request from Hans Hagen Homes and InWood 10, LLC for approval of a final plat and final PUD plan associated with the first phase of the InWood Planned Unit Development (PUD). The final plat consists of four primary components that will initiate development of a much larger development project that will ultimately include single family residential, multi-family residential, and commercial buildings over the applicants' entire 160 acre parcel. The initial development components included as part of the final plat request include the following:

- A final plat for the first 40 single family homes within the development. The proposed houses are part of planned 275 "lifestyle" houses that will be slab-on-grade construction with common open space around each home.
- The platting and construction of all portions of 5th Street that bisects the applicants' site, connecting Inwood Avenue to the planned 5th Street connection within the Boulder Ponds development.
- Mass grading of the entire site and the construction of the public and private infrastructure necessary to serve the initial project phase. This infrastructure will include a sewer connection into the Eagle Point Business Park and the construction of the road connecting 5th Street to Eagle Point Boulevard.

- The platting of all other portions of the larger development area into outlots to facilitate either the future transfer of these outlots to the City for park or storm water management purposes or the replatting of lots into future project phases.

Please note that the attached application materials provided by the applicant include maps and plans that cover the entire development site (including grading, landscape, and others) while the final plat and certain construction plans are specific to the first phase. Staff has not provided copies of the overall PUD development plans, but these are available as part of previous Planning Commission agendas and are on file in the Planning Department.

In advance of submitting an application for a final plat, the developer worked with the City and other external agencies to address the conditions attached to the City's approval of the preliminary plat. The end result of this process was a revised preliminary plat and associated plans dated March 27, 2015 that were deemed compliant with the previous conditions of approval by the City. There are a few minor issues that need to be addressed as noted in the City Engineer's review memorandum, but none significant enough that they cannot be resolved through revisions to the final development plans. Staff has provided an update concerning the preliminary plat conditions in the latter sections of this report.

The applicant has submitted a binder with all final plat and PUD development plan submissions to the City, which includes the final plat, project narrative, phasing plan, grading plans, street and utility plans, landscape plan, proposed HOA documents, and example home elevations and designs. The first phase of the project will located immediately north of 5th Street roughly halfway between Inwood Avenue and the eastern project boundary. All of the proposed lots are located within the "lifestyle" housing portion of the site, and subsequent phases would generally continuing with the platting of additional single family lots further to the north. There are no specific time frames associated with the commercial or multi-family areas, which will need further City review and approval the preliminary stage of review.

One of the significant elements of the final development plans is the construction of the 5th Street minor collector road over the entire development area. Unlike other developments within Section 34, the developer is not proposing to phase the construction of 5th Street with future project phases, and instead will undertake all of this work as part of phase one. This will help establish the road in advance of all future development activity, and will help provide a connection to the adjacent Boulder Ponds development (which will eventually connect through Boulder Ponds and Savona all of the way to Keats Avenue). The developer has proposed a landscape design for 5th Street that does need to be updated to reflect the City's final design for road. Because this final design was completed shortly after Inwood has submitted its plans, Staff is recommending that the landscape architect review the design for consistency with the City's plans and direct the applicant to make any changes necessary to bring the landscaping into conformance with City's design standards for the roadway.

The applicant has provided an updated grading, erosion control, and storm water management plan that has also been approved by the South Washington Watershed District. In advance of final plat approval, the developer has also applied for an interim grading permit to begin grading the site in accordance with the approved preliminary plans.

The revised preliminary plat and plans address other review comments as noted in the following section of this report. As the applicant has worked to address the previous review comments and conditions of approval, there have been some minor modifications to the configuration of some lots within the subdivision. These changes directly address preliminary plat review comments, and more specifically respond to the following:

- Two access points on 5th Street have been eliminated consistent with the preliminary plat review comments: a secondary access between Street D and Inwood Avenue and the eastern leg of a loop road into the City park (Outlot L).
- A public road through Outlot L has been eliminated and the primary access to the City park will be from Street C and off of 5th Street.
- Trails that encroached into wetland setback areas have been moved outside of these areas.

The City's subdivision ordinance establishes the procedure for obtaining final subdivision approval, in which case a final plat may only be reviewed after the City takes action on a preliminary plat. As long as the final plat is consistent with the preliminary approval, it must be approved by the City. Please note that the City's approval of the Inwood Preliminary Plat and Plans did include a series of conditions that must be met by the applicant, which are addressed in the "Review and Analysis" section below. Because the application is for approval of a final PUD plan, the request does require a public hearing to establish the final PUD zoning for the first phase of the development.

As part of the request for final PUD approval, the applicant is also requesting to establish the base zoning for the entire project area. With the City's approval of the preliminary plat and PUD plans and the proposed platting of the future development areas into outlots (and with the extension of public services proposed with the final plat), it is appropriate to establish the zoning for each portion of the site at this time. Staff has revised the applicant's Zoning and Phasing Map to specifically denote the specific zoning for each portion of the site that will be applied to the official zoning map. In this case, all single-family areas will be rezoned from RT – Rural Transitional to LDR – Urban Low Density Residential, all multi-family areas will be rezoned from RT to HDR – Urban High Density Residential, and the commercial areas will be rezoned from RT to C – Commercial. With the base zoning in place, the City will be able to proceed with establishing a PUD overlay district for the portions of the site that receive final plan approval.

Staff has reviewed the final plat and found that it is consistent with the preliminary plat that was approved by the City with the exceptions as noted below and as listed in the City Engineer's report. These exceptions can be addressed with the submission of revised final plans, and primarily relate to details that need to be worked out before final approval of the construction plans. The City Engineer and Landscape Architect have reviewed the final plat, although the final report from the Landscape Architect is still forthcoming. Although there are some additional revisions to the final construction plans that will need to be addressed by the applicant, the remaining revisions are relatively minor and can be made before the City releases the final plat for recording.

PLANNING AND ZONING ISSUES

The InWood development includes a request for a Planned Unit Development and some related flexibility as permitted under this ordinance. In order to grant a PUD, an applicant is required to demonstrate compliance with the City's PUD applicant requirements and PUD Objectives. These requirements and objectives were previously detailed with the applicants' preliminary plan submissions. For the most part, the single family portion of the development is consistent with the zoning requirements for the City's LDR – Low Density Residential Zoning District, with the exceptions that were discussed during the concept and preliminary plan review and are summarized as follows:

Setback	**LDR Zoning District (Min.)**	**Inwood PUD (Min.)**
Front Yard	25 feet	20 feet

Interior Side Yard	10 Feet Principal Structure Side / 5 Feet Garage Side	4 Feet
Rear Yard	20 feet	20 feet
Lot Area	8,000 square feet	4,250 square feet
Lot Depth	N/A	110 feet
Lot Width	60 feet	38 feet

All other requirements for the City's LDR zoning district will apply, including the allowed uses and other site and development standards.

Please note that the above table includes some minor modifications from the numbers originally proposed by the developer and are being recommended by Staff in order to ensure that there is sufficient flexibility to construct the subdivision as proposed. The purpose of this table is to document the minimum expectation for lots and homes in the development, and is otherwise consistent with the development plans. Staff also recommended these numbers to account for minor revisions between the preliminary and final plat review (for issues such as wetland buffers, provision of adequate storm water infiltration areas, and road adjustments that are necessary for the development to comply with all applicable City development and engineering standards).

The overall site plan for the property follows the adopted concept plan very closely, and the final plat and plans are consistent with preliminary plat as well. The following is a general summary of the subdivision design elements that have proposed as part of the InWood final plat and plans:

Zoning and Site Information:

- Existing Zoning: RT – Rural Development Transitional District
- Proposed Zoning: LDR
- Total Site Area: Final Plat Area +/- 15 acres outside of road ROW
- Total Residential Units: 40 (out of 275 approved single family units)
- Proposed Density (Net): Single Family – 3.0 units per acre

Proposed Lot Dimensional Standards through Planned Unit Development Process:

- As listed above

Proposed Street Standards:

- ROW Width – Local 60 ft. (per Subdivision Ordinance)
- ROW Width – Minor Collector 100 ft. (Engineering Standard)
- ROW Width – Loop Roads 40 ft. (one way segment with median)
- Street Widths – Local: 28 ft. (per City standard)
- Street Widths – Loop Roads 24 ft. (one way)

The standards listed above are all either in compliance with the applicable requirements from the City's zoning and subdivision regulations, or are consistent with requested modifications through the proposed planned unit development (PUD). Based on Staff's review of the Preliminary Plat and Preliminary PUD Plan, the applicant has generally demonstrated compliance with the majority of the applicable codes, and the requested modifications or flexibilities as allowed under the City's PUD Ordinance represent a reasonable request given the various design goals the applicant it trying to achieve.

As part of the Staff recommendation below, Staff is recommending that the Planning Commission adopt specific zoning map amendments using the applicant's provided zoning map and phasing plan as a guide for these amendmnets.

REVIEW AND ANALYSIS

The preliminary plat and plans for InWood were approved with several conditions, which are indicated below along with Staff's comments on the status of each. Staff is recommending approval of the final plat and plans with conditions intended to address the outstanding issues that will require additional review and/or documentation. Staff is also recommending approval of the Zoning Map amendments to establish the base zoning throughout the larger development area. In order to assist the Planning Commission with its review, Staff is also including a summary the critical issues that need to be resolved for the subdivision to move forward.

Critical Issues Summary:

1) ***Water Tower Site***. The City's water supply plan, last updated as part of the 2008 Comprehensive Plan Update, indicates that a water tower is necessary to serve this area in order to provide adequate water system operations to serve the additional units (both commercial and residential REC units) within the proposed development area. Although the Comprehensive Plan does identify a water tower southwest of the 10th Street and Inwood Avenue intersection of the applicant's property, the land owner and the City have reached an agreement to site the tower roughly midway between 15th Street and 10th Street along Inwood Avenue on land currently owned by the co-applicant (Inwood 10, LLC). The City Attorney is drafting a final agreement for the purchase of this land, and this agreement will need to executed prior to work commencing on the public improvements within the InWood PUD development.

2) ***5th Street Design and Construction***. The City's review of the preliminary development plans included a fairly extensive review of the proposed alignment and design of 5th Street. The design that ultimately has been approved and recommended by the City Engineer includes a slightly tighter curve and transition between InWood and Boulder Ponds, and will result in a speed reduction notification at this curve. In general, Staff believes that this represents a fair compromise to ensure that the road is situated in a location that minimizes impacts to all adjacent properties, including the Bremer Bank Facility and Stonegate Park. In order to address the last remaining "gap" between Boulder Ponds and Inwood where four properties meeting, Staff is recommending that the developer be responsible for the design and construction of the road across the extreme southwestern corner of the Stonegate Park property. The City also needs to formally vacate a small portion of the parkland in order to provide the right-of-way necessary to bring the road across this property (or find another appropriate mechanism such as easements for the roadway). Staff will be working with the developer to finalize the construction plans for 5th Street and to deal with any other associated issues prior to the execution of a development agreement for the project.

3) ***Park Land Dedication and Trails***. The overall trail plan has been revised form the original preliminary plat submission in order to address previous review comments. The one exception is the northern trail segment that will be required along 10th Street. The developer is asking to address the specific alignment and location of this trail as part of a future project submission in order to more fully consider whether the trail should be constructed on the north or south side of 10th Street. In general, there are valid reasons for choosing either

location, but ultimately, both Staff and the developer would like continue discussing this matter with Washington County prior to making any final decisions.

4) ***Inwood Avenue Improvements***. Washington County has previously provided review comments to the City that describe the type of improvements that will be necessary at Inwood Avenue and 5th Street in order to support current and planned development around this intersection. Because these improvements will ultimately include a signalized intersection in this location, Staff is recommending that the developer share in the costs associated with the City's portion of any future signal improvements. All other improvements as recommended by the County will be the developer's responsibility to construct with the other public improvements.

5) ***General Review Comments***. All other recommended conditions of approval relate to final details that must be addressed by the applicant and can be handled prior to release of the final plat for recording.

In order to provide the Planning Commission with an update concerning the conditions associated with the preliminary plat and plans for InWood, Staff has prepared the following:

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

1) The applicant shall work with Community Development Director to name all streets in the subdivision in a manner acceptable to the City prior to the submission of final plat. ***Comments: Street naming within new subdivisions has been a point of discussion at the City Council level recently, and Staff is holding off on naming new streets in order to receive further direction from the City Council on this matter. In general, the City Council has not supported strict adherence to the County naming system, and would like to consider some additional options for streets that may align with each other without connecting. Since this is not a developer responsibility, Staff is recommending that the final street names be included on the final plat after further discussion on this subject with the City Council.***

2) The City and the applicant shall reach an agreement concerning the location and dedication of land associated with the proposed water tower necessary to provide adequate water service to the InWood project area prior to the acceptance of a final plat for any portion of the PUD area. ***Comments: The final agreement concerning the water tower site is presently under review by the City Attorney as noted above and should be completed prior to the construction of public utilities within the project area. Since the final execution of the purchase agreement still needs to the finalized, this condition should be carried forward as part of the City's final plat decision.***

3) The preliminary landscape plan shall be updated to address the review comments from the City's landscape architecture consultant as noted in a review letter dated November 18, 2014. ***Comments: The landscape plan has been updated and has been distributed to the landscape architect for final review. Any final comments should be incorporated into the plans prior to construction. The landscape plans will need to be updated to address the City's final design and standards for 5th Street (this information has been provided to the developer). The landscape architect is also asking for further documentation concerning the preservation and protection of trees in the eastern portion of the site.***

4) Prior to the submission of a final plat for any portion of the InWood PUD, the developer shall reach agreement with the City to determine the appropriate park dedication calculations for the entire development area. ***Comments: The developer is indicated that the overall park land that***

will be dedicated as part of the development will total 12.49 acres, and has provided an analysis of the City's requirements taking into account the requirements for commercial development areas as well as residential areas. The developer's calculations have been included as an attachment to this report. Staff is concerned that the developer appears to be using a net acreage calculation whereas the City Code requires park land dedication to be calculated on a gross acreage basis. In either case, the updated preliminary plans show that 12.49 acres of park land will be dedicated with the plat. Any amount short of the requirements will need to be recovered as a fee in lieu of land dedication. Staff will work with the developer to finalize these numbers prior to the Planning Commission meeting. No park land is planned for dedication with the first project phase; the developer's agreement will address the developer's obligations for future dedications as required by the City.

5) As part of any development agreement that includes improvements to one of the adjacent County State Aid Highways (CSAH 13 and 10th Street), the City and the developer shall determine the appropriate responsibility for the cost of these improvements. ***Comment: This condition will be addressed as part of a development agreement with the developer to construct the public improvements.***

6) The applicant must enter into a separate grading agreement with the City prior to the commencement of any grading activity in advance of final plat and plan approval. The City Engineer shall review any grading plan that is submitted in advance of a final plat, and said plan shall document extent of any proposed grading on the site. ***Comment: the developer has met this condition and has commenced grading work on the site.***

7) The applicant shall continue to work with the City on the final design of 5th Street, and in particular, the transition from the InWood PUD to properties located further to the east (including the Boulder Ponds development and land owned by Bremer Financial Services). ***Comment: The final plans include a final design for 5th Street that addresses the City Engineer's requirements. There will need to be final adjustments to the plans prior to final approval; however, the alignment and design as submitted addresses the previous review comments. Staff has noted the City action that will be necessary to connect the road across the southwest corner of Stonegate Park, and this action will be scheduled for a future Council meeting.***

8) The utility construction plans shall be updated to incorporate the recommendations of the City Engineer concerning the appropriate location and size of sewer services through the PUD planning area, including any requested oversizing of these facilities to service adjacent properties. ***Comments: The plans have been updated accordingly. Final review will be required before construction may commence on the site.***

9) The proposed public street access to 5th Street from Streets D2 and the southeast park area (Park 1) shall be eliminated from the preliminary development plans in order to bring the proposed spacing into conformance with the City's access spacing guidelines. The developer shall provide access into the park to the satisfaction of the City Engineer. ***Comments: The preliminary plans have been updated to remove these connections.***

10) All center median planting areas as depicted on the preliminary plat and plans shall be owned by the City of Lake Elmo and maintained by the Home Owners Association. The applicant shall enter into a maintenance agreement with the City that clarifies the individuals or entities responsible for any landscaping installed in areas outside of land dedicated as public park, trails, or open space on the final plat. ***Comments: The maintenance agreement will be incorporated into the developer's agreement.***

11) The applicant must either move the planned north/south tail through Park 1 further to the west around an existing wetland area located approximately 400 feet south of 10th Street or will need to work with the South Washington Watershed District to design a multi-purpose trail through the buffer area that complies with all applicable watershed district's requirements. ***Comments: The preliminary plans have been updated accordingly.***

12) The Final Plat and Plans must address the requested modifications outlined in the City Engineer's review memoranda dated November 16, 2014 and November 24, 2014. ***Comments: The City has received updated plans that have been reviewed and approved by the City Engineer.***

13) The applicant shall be responsible for updating the final construction plans to include the construction of all improvements within County rights-of-way as required by Washington County and further described in the review letter received from the County dated November 17, 2014. ***Comments: The plans have been updated and are pending final approval by the County.***

14) Prior to recording the Final Plat for any portion of the area shown in the Preliminary Plat, the Developer shall enter into a Developers Agreement acceptable to the City Attorney that delineates who is responsible for the design, construction, and payment of public improvements. ***Comments: A developer's agreement will be submitted to the City Council either with or shortly after the final plat is approved.***

15) The developer must follow all the rules and regulations of the Wetland Conservation Act, and adhere to the conditions of approval for the South Washington Watershed District Permit. ***Comments: These requirements will apply for all project phases moving forward. The developer has secured a permit from South Washington Watershed District which has allowed grading to start on the site.***

16) The developer shall provide landscape material along the west side of Pond #200 to the satisfaction of the City's landscape consultant. ***Comments: The landscape plan has been updated to incorporate additional plantings in this portion of the site.***

17) The developer shall incorporate elements from the Lake Elmo Theming Study at the intersection of 5th Street and Inwood Avenue. ***Comments: The developer is proposing some unique theming elements along 5th Street; however, these improvements are focused around the primary entrance into the residential subdivision and not at Inwood Avenue. Staff will discuss this matter with the development and City's landscape architect prior to the meeting.***

18) The developer shall install a multi-purpose trail along 10th Street between "Street B" and Inwood Avenue. ***Comments: Please refer to the Staff comments in the preceding section of this report. The final alignment for this trail is a decision that will need to be made at a future date.***

19) The multi-purpose trail through the eastern buffer area shall be kept as far west on the applicant's property as possible, and the final alignment of this trail shall be subject to review by the City's landscape consultant. ***Comments: The final location of the trail attempts to balance the City's request for a larger setback with the goal of preserving as many trees as possible within this buffer area. Staff is recommending that final alignment of the trail be staked on the site and subject to further review and approval by the City.***

Staff is recommending certain conditions that been specifically identified as part of the final plat review, and that have not otherwise been addressed by the applicant, be addressed as part of the Planning Commission's recommendation to the City Council. The City Engineer's review letter does identify several issues that need to be addressed by the developer in order for the City to deem the

final plans complete. Of particular concern to the City Engineer is maintaining an appropriate setback between individual homes and storm water pipes being installed in rear yards. Staff is recommending that City Officials not sign the final plat mylars until the City's construction plan review is finalized and all necessary easements are documented on the final plat.

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

The recommended conditions are as follows:

Recommended Conditions of Approval:

1) Final grading, drainage, and erosion control plans, sanitary and storm water management plans, landscape plans, and street and utility construction plans shall be reviewed and approved by the City Engineer prior to the recording of the Final Plat. All changes and modifications to the plans requested by the City Engineer in a memorandum dated April 23, 2015 shall be incorporated into these documents before they are approved.

2) Prior to the execution of the Final Plat by City officials, the Developer shall enter into a Developer's Agreement acceptable to the City Attorney and approved by the City Council that delineates who is responsible for the design, construction, and payment of the required improvements for the InWood Final Plat and Final Development Plans with financial guarantees therefore.

3) All easements as requested by the City Engineer and Public Works Department shall be documented on the Final Plat prior to the execution of the final plat by City Officials.

4) A Common Interest Agreement concerning management of the common areas of InWood and establishing a homeowner's association shall be submitted in final form to the Community Development Director before a building permit may be issued for any structure within this subdivision. The applicant shall also enter into a maintenance agreement with the City that clarifies the individuals or entities responsible for any landscaping installed in areas outside of land dedicated as public park and open space on the final plat.

5) The developer is encouraged to incorporate elements from the Lake Elmo Theming Study into the final design of the community mailboxes within InWood.

6) The applicant shall deed Outlots C, D, F, G, I and H to the City upon recording of the final plat.

7) The applicant shall work with Community Development Director to name all streets in the subdivision in a manner acceptable to the City prior the recording of the final plat.

8) The City and the applicant shall enter into a final purchase agreement concerning the location and dedication of land associated with the proposed water tower necessary to provide adequate water service to the InWood project area prior to the execution of a developer's agreement or the recording of the final plat.

9) The final landscape plan shall be updated to address the review comments from the City's landscape architecture consultant and shall incorporate all design elements as specified in the City's 5th Street Standard Details and Design Book.

10) The developer shall update the final construction plans for 5th Street to include those portions of this road that will cross the southwest corner of Stonegate Park.

11) The developer shall update the final development plans to identify an alignment for a multi-purpose trail connection Street B to Inwood Avenue based on further review of this trail with the City of Lake Elmo and Washington County.

12) The final plat and final development plans shall include provisions satisfactory to the City that no structure be located within 15 feet of any storm water improvement (include pipes and catch basins).

DRAFT FINDINGS

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

- That all the requirements of City Code Section 153.07 related to the Final Plan and Final Plat have been met by the Applicant.

- That the proposed Final Plat for InWood consists of the creation of 40 single-family detached residential structures.

- That the InWood Final Plat and Final PUD Plan is consistent with the Preliminary Plat and Plans as approved by the City of Lake Elmo on December 2, 2014.

- That the InWood Final Plat and Final PUD Plan is consistent with the Lake Elmo Comprehensive Plan and the Future Land Use Map for this area.

- That the InWood Final Plat generally complies with the City's Urban Low Density Residential zoning district, with the exceptions as noted in the approved Preliminary PUD Plans.

- That the InWood Final Plat complies with all other applicable zoning requirements, including the City's landscaping, storm water, sediment and erosion control and other ordinances, except as noted in this report or attachment thereof.

- That the InWood Final Plat complies with the City's subdivision ordinance.

- That the InWood Final Plat and Final PUD Plan complies with the City's Planned Unit Development Ordinance.

- That the InWood Final Plat is consistent with the City's engineering standards with the exceptions noted by the City Engineer in his review comments to the City dated April 23, 2015.

RECCOMENDATION:

Staff recommends that the Planning Commission recommend approval of the Final Plat and Final Development Plans for InWood with the 12 conditions of approval as listed in the Staff report.

Staff further recommends that the Planning Commission recommend approval of amendments to the City's Zoning Map to rezone land within the InWood PUD development area from RT Rural Transitional and as depicted in the "Zoning and Phasing Map" dated 2/16/15 and submitted by the developer to the following:

- PUD Single Family: LDR – Low Density Residential
- Future High Density Residential – HDR – High Density Residential
- Future Commercial: C - Commercial

Suggested motions:

"Move to recommend approval of the requested Zoning Map Amendment for the InWood planned development based on the findings of fact listed in the Staff Report."

"Move to recommend approval of the InWood Final Plat and Final PUD Plan with the 12 conditions of approval as drafted by Staff based on the findings of fact listed in the Staff Report."

ATTACHMENTS:

1. City Engineer Review Comments – 4/23/15
2. InWood Park Calculations (Provided by Developer)
3. Application Booklet – with Table of Contents
    a. PUD Final Plan
    b. Final Plat
    c. Application Forms
    d. PUD Narrative
    e. Phasing Plan
    f. Open Space Plan
    g. Grading Plan
    h. Storm Water Plan
    i. Utility Plan
    j. Landscape and Tree Preservation Plans
    k. HOA Documents
    l. Example Home Elevations

SUGGESTED ORDER OF BUSINESS:

- Introduction.....Planning Staff
- Report by Staff.....Planning Staff

- Questions from the Commission ..... Chair & Commission Members
- Open the Public Hearing .....Chair
- Close the Public Hearing.....Chair
- Discussion by the Commission ..... Chair & Commission Members
- Action by the Commission..... Chair & Commission Members

MEMORANDUM

FOCUS ENGINEERING, inc.

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

Date: April 23, 2015

To: Kyle Klatt, Planning Director

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

Re: Inwood – PUD Final Plat and Revised Preliminary Plans

An engineering review has been completed for the Inwood PUD Final Plat and Revised Preliminary Plan submittal for the Inwood PUD. The submittal consisted of the following documentation prepared by Carlson-McCain and E.G. Rud & Sons, Inc.:

- Inwood PUD Preliminary Plan Set, Sheets 1-30, dated April 10, 2015.
- Inwood Final Plat, dated March 26, 2015.

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

REVISED PRELIMINARY PLAT

- Additional utility easements are still required or other building restriction provisions are necessary to assure that no building can be constructed within 15 feet of a City utility pipe. Currently only 10 foot easements are provided for proposed storm sewer pipe along Lots 1-7 Block 2, Lots 1-7 Block 5, Lots 1-5 Block 9, Lots 12-21 Block 9, Lots 6-8 Block 10, and Lots 35-48 Block 10. Additional easement is also required for the southwest corner of Lot 12 Block 10.
- Retaining walls are proposed within rear yard utility easements throughout much of the development. It should be clearly documented that the retaining walls remain within the ownership of the HOA even though they are within drainage and utility easements. It should be further documented that any and all costs associated with protection, replacement or maintenance of retaining walls due to any work in the easements by the City, shall be the full responsibility of the HOA.
- The 12-inch trunk watermain along 10th Street, between Street B and the easterly plat limits should be relocated to the south side of the CSAH 10 R/W. The pipe should be placed within a utility easement dedicated to the City.
- The plan note for the 5th Street horizontal curve on the preliminary site and grading plans must be revised to include “The westbound lane of 5th Street North shall include a 2.5% super elevation slope from STA 24+50 to STA 29+00 with 150 foot transitions on each end. The curve shall be posted with a 35 MPH Speed Advisory per MSA standards”.

INWOOD FINAL PLAT

- Final Plat should be contingent upon the applicant expanding utility easements or other building restriction provisions to assure that no building can be constructed within 15 ft of a City utility pipe. Currently only 10 foot easements are provided for proposed storm sewer pipe along Lots 1-6 Block 1 and Lots 13-19 Block 2.

- Retaining walls are proposed within rear yard utility easements for Lots 7-12, Block 2 (and for future Lots in Outlot E). It should be clearly documented that the retaining walls remain within the ownership of the HOA even though they are within drainage and utility easements. It should be further documented that any and all costs associated with protection, replacement or maintenance of retaining walls due to any work in the easements by the City, shall be the full responsibility of the HOA.
- The design and construction of 5th Street North shall be completed in accordance with the City design standards for 5th Street including streetscape amenities consistent with the remaining corridor segments and the design standards previously established by the City. Design elements include a center landscape median, street lighting, and theming elements.

FINAL CONSTRUCTION PLANS

- No street and utility construction can occur on the site until the applicant has received City Engineer approval for the final construction plans, has obtained all applicable permits for the Subdivision, and has scheduled a preconstruction notice through the City's engineering department.
- The Final Plat shall not be recorded until final construction plan approval is granted.
- Final Construction Plans and Specifications must be prepared in accordance with the City Engineering Design Standards Manual using City details and specifications and meeting City Engineering Design Guidelines.
- Final construction plan review comments will be provided separately to assist the applicant with the completion of Final Construction Plans.

InWood Park Calculations

Total Site Area	157.18
5th Street Right of Way	6.39
Wetlands and Ditch	0.96
Net Acres	149.83
Total Residential	114.7
Total Commercial	35.13
Total Net Acres	149.83
Inwood Land Area	
Single Family Land Area/including pond	95.71
High Density Residential	18.99
Total Residential	114.7
Park North of 5th Street	
Buffer and Parkland	12.11
Ponds	1.15
Wetland	0.23
Net Parkland	10.73
Park South of 5th Street	1.76
Total Parkland	**12.49**
Residential Required Park	**11.47**
Commercial Required Park	
Commercial Acres	35.13
Commercial Fee Per Acre	$ 4,500
Total Park Fee	$ 158,085
Land Dedication Equivalent	2.63
Total Park Required	14.1
Total Park Dedicated	13.4
Park Shortage	(0.7)

City of Lake Elmo
Planning Commission Meeting
Minutes of April 27, 2015

Chairman Dodson called to order the meeting of the Lake Elmo Planning Commission at 7:00 p.m.

COMMISSIONERS PRESENT: Dodson, Kreimer, Larson, Dorschner and Fields

COMMISSIONERS ABSENT: Williams, Griffin and Haggard

STAFF PRESENT: Community Development Director Klatt and City Planner Johnson

Approve Agenda:

The agenda was amended to move the Village Preserve Final Plat before the freeway sign code amendment.

Approve Minutes: April 13, 2015

M/S/P: Dorschner/Fields move to approve minutes as presented, ***Vote: 5-0, motion carried unanimously***.

Public Hearing: Final Plat and Final PUD Plans – Inwood PUD

Klatt began presentation by discussing the requested Zoning Map Amendment.

Klatt presented the phasing plan of the InWood Development. The first phase of the development includes 40 lots located in the central portion of the site. In addition, the first phase includes the entire construction of 5th Street from Inwood Ave. (CSAH 13) to the Boulder Ponds development.

Klatt noted that the construction of the 10th street trail is not shown on the plans. He noted that the developer and City would like to further discuss the location and design of the 10th Street trail prior to completing the design work. With 5 subsequent phases to the development anticipated, staff is comfortable that this improvement is not shown at this time.

Klatt talked about the landscape plan changes.

Klatt moved on to discuss the critical issues, starting with the water tower site. He noted that the co-applicant owns the site north of 10th Street, which is the proposed location for the water tower. The City and the landowner are close to finalizing a purchase

agreement for the water tower site. The site has been surveyed and soil borings have been taken to confirm that a water tower can be built on the site.

The next critical issue is the design and construction of 5th Street. Klatt noted that the curve into the Boulder Ponds development will include a reduced speed, while maintaining a safe design. In addition, it will be necessary to vacate a small portion of the Stonegate Park as part of dedicating the necessary right-of-way at the pinch point.

With regards to the parkland dedication and trails, Klatt noted that the buffer trail will need to be field staked in order to determine the best alignment that reduces impacts to existing trees and is closer to the Inwood development than the Stonegate neighborhood. In addition, staff worked with the applicant to submit an updated parkland dedication calculation. Upon review of the proposal, it was determined that the applicant was 0.8 acres short. Staff is confident this can be addressed via fees in lieu of land dedication as part of the developers agreement.

Related to Inwood Ave., Klatt shared that a traffic signal will be required at the intersection of 5th Street and Inwood at some point in the future. Staff is recommending that the applicant contribute to the City's portion of the traffic signals when they need to be constructed. In addition, the applicant must finalize plans for improvements to Inwood Ave. as directed by Washington County.

Klatt noted that staff is recommending approval of the Final Plat and Final PUD Plan. He then summarized the 12 recommended conditions of approval. Also, he presented the draft findings for approval of the Inwood final Plat and Final PUD Plan. Klatt presented the two recommended motions.

Kreimer asked about the location of the improvements, noting that phase 1 platting does not include areas south of 5th Street. Klatt noted that this area is being platted as an outlot, and utility connections will need to be made to Eagle Point Boulevard. Kreimer asked about the timing of improvements in Eagle Point Blvd. given that the Eagle Point will be reconstructed this year. Klatt and Johnson noted that these construction activities will be coordinated between the private and public projects to the best extent possible.

Kreimer asked about the number of units to be approved prior to water connection being made down Inwood Avenue. Klatt noted the City has to ensure that the total number of units approved does not exceed the water allowance provided by Oakdale prior to the Inwood watermain extension being completed.

Dorschner asked about the timing of subdivision for lots around Street I. Klatt noted that the street is being platted, but lots around that area are not.

Dodson asked about the utility easement down to Eagle Point Blvd, wondering if the street will be constructed. Klatt noted that the street would be constructed as part of a future phase.

Dorschner asked about 5th street connection to Inwood. Klatt explained that it remains a condition of preliminary plat approval. He also noted that a County access permit is required. Dorschner asked when the costs for the traffic signals would be recovered. Klatt noted that the final trigger will be spelled out in the development contract.

Dodson asked about the street names. Klatt noted that the City Council is reviewing the City's policy with street names. Staff needs further direction from the Council to ensure that the proposed street names meet the Council's expectations.

Dodson asked if any intersections in 5th Street would need signalization. Klatt shared that certain intersections may warrant signals into the future, but staff is not anticipating that these warrants will be met in the near term.

Kreimer asked about critical issue #2. Klatt noted that this issue is addressed in Condition #10. Further details of the construction will be included in the developer's agreement.

Dorschner asked about the ownership of the retaining walls, noting that it is a specific requirement described by the City Engineer. Dorschner recommended an additional condition of approval that the retaining walls be owned and maintained by the HOA.

John Rask, Hans Hagen Homes, spoke about the berms and 10th Street trail. He noted that the County is planning a regional trail to connect Oakdale to Lake Elmo Park Reserve. Further study and planning needs to be completed on the part of the County, but it is likely that this trail would be accommodated on the north side of 10th Street. Rask also addressed the platting of lots in the 4th cul-de-sac. He noted that it was a function of breaking the construction up into clear breaks. Finally, regarding theming, Rask noted that the uses near the 5th Street and Inwood Ave. intersection are not yet known. The landowners feel that entry features can be better identified once uses are identified. It should be noted that there are entry features at Street B and 5th Street.

Dodson asked about the 15-foot separation between storm water pipes and structures. Rask explained that there are drainage pipes in backyards with retaining walls and Klatt also stated that the City Engineer is asking for easements to ensure that separation as well.

Dodson asked about parkland dedication. Rask noted that the dedication requirement is an educated guess at this point, because the future phases of the total development, mainly high density residential and commercial uses, are still up in the air. Dodson asked how the collection of parkland dedication occurs, either as a total figure or prorated

figure. Klatt noted that statute allows either approach, and parkland dedication is finalized in developer's agreement. Dodson asked about the phasing, Klatt responded.

Public Hearing opened at 8:15pm.

No one spoke.

No written correspondence was received.

Public Hearing closed at 8:16pm.

Dorschner suggested an additional condition of approval.

M/S/P: Dorschner/Kreimer, move to require that retaining walls within rear yard utility easements be clearly documented and owned and maintained by the HOA, ***Vote: 5-0, motion carried unanimously.***

M/S/P: Dorschner/Dodson, move to recommend approval of the zoning map amendment of Inwood based on the findings of fact listed in the staff report, **V*ote: 5-0, motion carried unanimously***

M/S/P: Dorschner/Larson, move to recommend approval of the Inwood Final Plat and PUD Plan with the 13 conditions of approval as drafted by Staff based on the findings of fact listed in the Staff Report, ***Vote: 5-0, motion carried unanimously.***

Business Item: Village Preserve Final Plat

Johnson presented an overview of a request for approval of a final plat for Village Preserve. Phase 1 will include 46 single family homes. He stated that the developer of the project does own several parcels within the Village Planning Area and has decided to proceed with development in the northern portions of the Village area prior to other parcels. Johnson noted that the final plat eliminated 6 lots and therefore lowered the overall project density somewhat from the preliminary plat.

Johnson reviewed the critical issues identified through the staff review, which included discharge of storm water to the north of the project site, completion of the Eastern Village Trunk Sewer project, and other joint and external improvements necessary to serve the development. Most of the critical issues are related to the completion of broader development plans for the Village and are either under construction or going through final plan review in conjunction with the Village Preserve final plat.

Johnson stated that Staff is recommending approval of the final plat with 11 conditions of approval. He reviewed the proposed conditions with the Commission, and indicated that staff is recommending a modification to Condition #10 concerning the timing of the regional public improvements to clarify the intent of the model home permit allowances.

VICINITY MAP

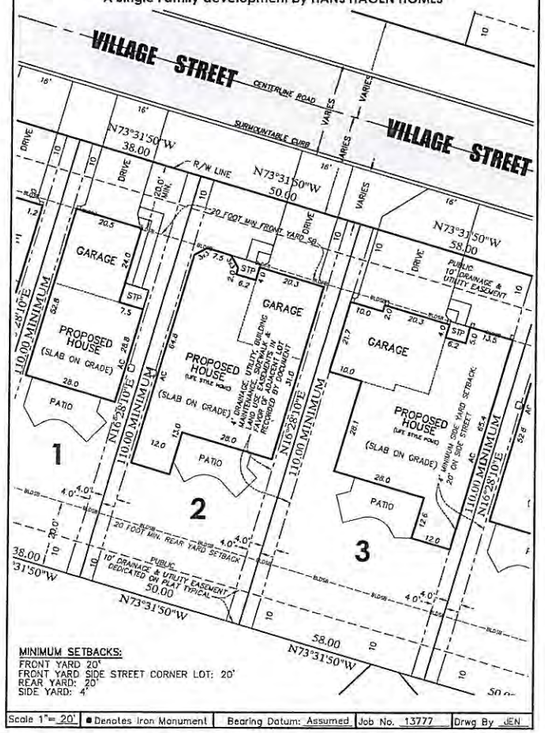
PART OF SEC. 33, TWP. 29, RNG. 21



WASHINGTON COUNTY, MINNESOTA
(NO SCALE)

DETAIL SHEET
SINGLE FAMILY HOMES BLOCKS 1-5 AND 8-13
@ "INWOOD"

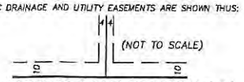
A Single Family development by HANS HAGEN HOMES



Scale 1"= 20' | ● Denotes Iron Monument | Bearing Datum: Assumed | Job No. 13777 | Drwg By JEN

BLOCK 6 AND 7
EASEMENT DETAIL

PUBLIC DRAINAGE AND UTILITY EASEMENTS ARE SHOWN THUS:



BEING 4 FEET IN WIDTH AND ADJOINING SIDE LOT LINES AND 10 FEET IN WIDTH AND ADJOINING STREET LINES AND REAR LOT LINES, UNLESS OTHERWISE SHOWN ON THIS PLAT.



NORTH

APPLICANT:

John Rask
Hans Hagen Homes
941 NE Hillwind Road, Suite 300
Fridley, MN 55432
763-586-7200

PROPERTY OWNER:

Tom Schuette
Inwood 10 LLC
95 South Owasso Blvd. E
St. Paul, MN 55117
651-484-0070

PROPERTY DESCRIPTION:

The West Half of the Southeast Quarter of Section 33, Township 29 North, Range 21 West, lying north of the north right of way line as shown on State Highway Right-of-way Plat No. 4 of 12, State Project 8282 (94=392) 902, Washington County, Minnesota.
(Abstract)
AND
The Northeast Quarter of Section 33, Township 29, Range 21, less and except:
Parcel No. 4 of Washington County Highway Right-of-way Plat No. 41; and
Parcel No. 3 of Washington County Highway Right-of-way Plat No. 42, Washington County, Minnesota.
(Torrens)

NOTES:

- Field survey was completed by E.G. Rud and Sons, Inc. on 4/10/14.
- Bearings shown are on the Washington County Coordinate System.
- Curb shots are taken at the top and back of curb.
- This survey was prepared without the benefit of title work. Additional easements, restrictions and/or encumbrances may exist other than those shown hereon. Survey subject to revision upon receipt of a current title commitment or an attorney's title opinion.
- Parcel ID Nos. 33-029-21-11-0001, 33-029-21-11-0002, 33-029-21-12-0001, 33-029-21-12-0003, 33-029-21-42-0002.
- Total parcel area = 157.18 acres.
- Wetland delineation/location provided by Kjolhaug Environmental Services. See report dated July 3, 2014.
- Borings done by American Eng. Testing, Inc. from 5/13/14 Report.

SITE DATA AND LAND USE NOTES:

TOTAL PLAT AREA	157.2 ACRES	
PUD SINGLE FAMILY LAND AREA	102.8 ACRES	65.4%
PUD HIGH DENSITY RESIDENTIAL LAND AREA	30.8 ACRES	19.6%
FUTURE COMERCIAL LAND AREA	23.5 ACRES	15.0%
TOTAL	157.2 ACRES	100%
PUD SINGLE FAMILY LAND AREA	102.8 ACRES	100%
PUBLIC PARK	12.7 ACRES	12.3%
OUTLOTS	11.6 ACRES	11.3%
PROPOSED PUBLIC RIGHT OF WAY	23.8 ACRES	23.2%
SINGLE FAMILY LOT AREA	54.7 ACRES	53.2%
TOTAL	102.8 ACRES	100%
* PROPOSED SINGLE FAMILY LOTS	275 UNITS	
* OVERALL SINGLE FAMILY DENSITY	2.7 LOTS PER ACRE	
* SINGLE FAMILY DENSITY EXCLUSIVE OF PARK	3.0 LOTS PER ACRE	
FUTURE HIGH DENSITY RESIDENTIAL LAND AREA	30.8 ACRES	100%
PUBLIC PARK	1.8 ACRES	5.8%
PROPOSED PUBLIC RIGHT OF WAY	0.9 ACRES	2.9%
HIGH DENSITY RESIDENTIAL LOT AREA	28.1 ACRES	91.3%
TOTAL	30.8 ACRES	100%
* PROPOSED HIGH DENSITY RESIDENTIAL LOTS	244-264 UNITS	
* OVERALL HIGH DENSITY RESIDENTIAL DENSITY	7.9 TO 8.6 LOTS PER ACRE	
* HIGH DENSITY RESIDENTIAL EXCLUSIVE OF PARK	8.4 TO 9.1 LOTS PER ACRE	
FUTURE COMMERCIAL LAND AREA	23.5 ACRES	100%
PROPOSED PUBLIC RIGHT OF WAY	5.3 ACRES	22.6%
COMMERCIAL LAND LOT AREA	18.2 ACRES	77.4%
TOTAL	23.5 ACRES	100%
OVERALL AREA OF 10TH STREET N RIGHT OF WAY PROPOSED	2.6 ACRES	
OVERALL AREA OF 5TH STREET N RIGHT OF WAY PROPOSED	6.4 ACRES	
OVERALL PUBLIC PARK DEDICATION	14.5 ACRES	
GREEN SPACE AFTER DEVELOPMENT	63% OF SITE	
IMPERVIOUS SURFACES AFTER DEVELOPMENT	37% OF SITE	

SITE DATA IS FOR ENTIRE DEVELOPMENT

SINGLE FAMILY HOME BUILDING SETBACKS:

FRONT YARD	20 FEET
SIDE YARD	4 FEET
CORNER SIDEYARD	20 FEET
REAR YARD	20 FEET

E.G. RUD & SONS, INC.
Professional Land Surveyors
www.egrud.com

6776 Lake Drive NE, Suite 110
Lino Lakes, MN 55014
Tel. (651) 361-8200 Fax (651) 361-8701

I hereby certify that this survey, plan or report was prepared by me or under my direct supervision and that I am a duly Registered Land Surveyor under the laws of the State of Minnesota.
DANIEL W. OBERMILLER
Date: 03/11/15 License No. 25341

DRAWN BY: JEN	JOB NO: 13777PP	DATE: 03/11/15
CHECK BY: DWO	SCANNED ☐	

NO.	DATE	DESCRIPTION	BY
1			
2			
3			

GRAPHIC SCALE
200 0 100 200 400 600
(IN FEET)
1 inch = 200 ft.

HANS HAGEN HOMES
941 NE Hillwind Rd., Suite 300
Fridley, MN 55432

INWOOD
Lake Elmo, Minnesota

PUD FINAL PLAN PHASE 1

1 of 1

13777PP

S:\rud\CAD\13xrg\13777\13777-2-PUD-FINAL-PLAN-PHASE-1.dwg 3/11/2015 7:02:14 AM CDT

InWood Lake Elmo, Minnesota



This is a graphic illustration only and subject to change without notice.
Please refer to record plans for lot sizes, easements,
landscaping, water levels, and topography.

Hans Hagen Homes

PRELIMINARY COPY
UNRECORDED AS OF 3-26-15

INWOOD

KNOW ALL PERSONS BY THESE PRESENTS: That Inwood 10, LLC., a Minnesota limited liability company, fee owner of the following described property situated in the County of Washington, State of Minnesota, to wit:

The West Half of the Southeast Quarter of Section 33, Township 29 North, Range 21 West, lying north of the north right of way line as shown on State Highway Right–of–way Plat No. 4 of 12, State Project 8282 (94–392) 902, Washington County, Minnesota. (Torrens)

AND

The Northeast Quarter of Section 33, Township 29, Range 21, less and except:
Parcel No. 4 of Washington County Highway Right–of–way Plat No. 41; and
Parcel No. 3 of Washington County Highway Right–of–way Plat No. 42, Washington County, Minnesota.
(Abstract)

Has caused the same to be surveyed and platted as INWOOD and does hereby dedicate to the public the public ways and drainage and utility easements created by this plat.

In witness whereof said Inwood 10, LLC., a Minnesota limited liability company, has caused these presents to be signed by its proper officer this_____day of_____, 20_____.

INWOOD 10, LLC.

_____
_____, *its*_____.

STATE OF MINNESOTA
COUNTY OF_____
This instrument was acknowledged before me on this_____day of_____, 20_____, by _____, _____ of Inwood 10, LLC., a Minnesota limited liability company, on behalf of the company.

_____
_____
Notary Public, _____ County, Minnesota
My Commission Expires_____

I Daniel W. Obermiller do hereby certify that I have surveyed and platted or directly supervised the survey and platting of the property described on this plat as INWOOD; that I am a duly Licensed Land Surveyor in the State of Minnesota; that this plat is a correct representation of the boundary survey; that all mathematical data and labels are correctly designated on the plat; that all monuments depicted on the plat have been or will be correctly set within one year as indicated on the plat; that all water boundaries and wet lands as defined in MS 505.01, Subd. 3 existing as of the date of this certification are shown and labeled on the plat; and that all public ways are shown and labeled on the plat.

Dated this _____ day of _____, 20_____.

_____
Daniel W. Obermiller, Licensed Land Surveyor
Minnesota License No. 25341

STATE OF MINNESOTA
COUNTY OF_____

The foregoing Surveyor's Certificate was acknowledged before me this_____day of_____, 20_____ by Daniel W. Obermiller, Licensed Land Surveyor, Minnesota License No. 25431.

_____
_____
Notary Public, _____ County, Minnesota
My Commission Expires_____

CITY OF LAKE ELMO, MINNESOTA
The foregoing plat of INWOOD was approved by the City Council of Lake Elmo, Minnesota, this_____day of _____, 20_____, and hereby certifies compliance with all requirements as set forth in Minnesota Statutes, Section 505.03, Subdivision 2.

CITY OF LAKE ELMO, MINNESOTA

By _____ *By*_____
Mayor *Clerk*

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

By _____ *By*_____
Washington County Surveyor

COUNTY AUDITOR/TREASURER
Pursuant to Minnesota Statutes, Section 505.021, Subd. 9, taxes payable in the year 20____ on the land hereinbefore described have been paid. Also pursuant to Minnesota Statutes, Section 272.12, there are no delinquent taxes and transfer entered this _____day of _____, 20_____,

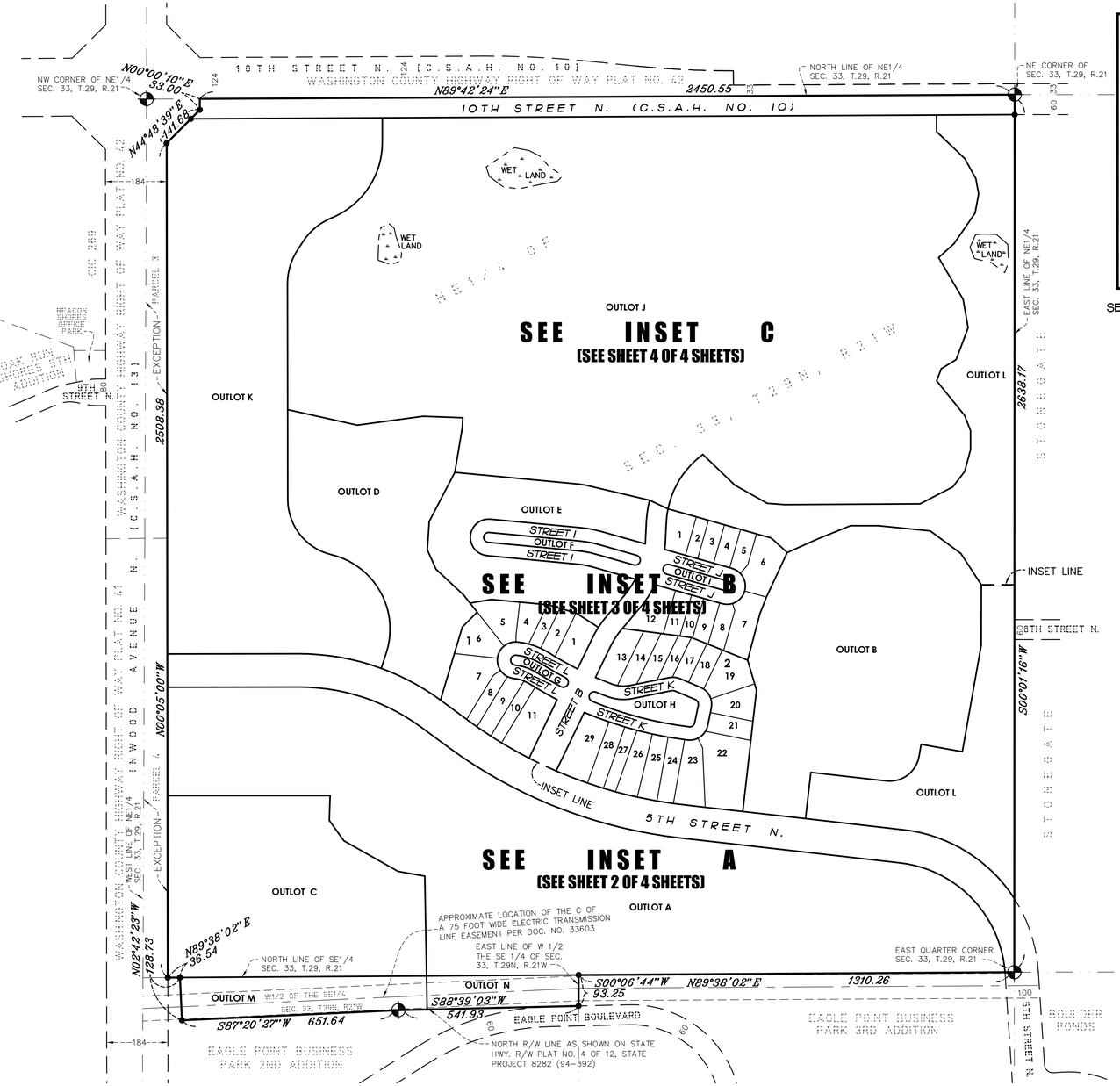
By _____ *By*_____
Washington County Auditor/Treasurer *Deputy*

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

By _____ *By*_____
Washington County Recorder *Deputy*

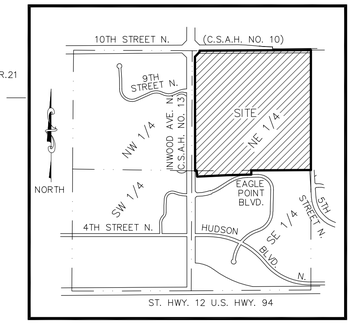
COUNTY REGISTRAR OF TITLES
Document Number_____
I hereby certify that this instrument was recorded in the Office of the County Registrar of Titles for record on this _____ day of , 20_____, at _____ o'clock _____, M., and was duly recorded in Washington County Records.

By _____ *By*_____
Washington County Registrar of Titles *Deputy*



VICINITY MAP

NOT TO SCALE



SECTION 33, TOWNSHIP 29 NORTH, RANGE 21 WEST
CITY OF LAKE ELMO

NORTH

EASEMENT DETAIL

DRAINAGE AND UTILITY EASEMENTS ARE SHOWN THUS:

10 10

BEING 10 FEET IN WIDTH AND ADJOINING RIGHT OF WAY LINES UNLESS OTHERWISE SHOWN.

(NO SCALE)

SCALE IN FEET
200 0 100 200 400 800
1 Inch = 200 Feet

ORIENTATION OF THIS BEARING SYSTEM IS BASED ON THE WASHINGTON COUNTY COORDINATE SYSTEM (NAD 83).

DENOTES WASHINGTON COUNTY CAST IRON MONUMENT, UNLESS OTHERWISE SHOWN.

DENOTES FOUND IRON PIPE MONUMENT AS LABELED.

DENOTES A 1/2 INCH BY 14 INCH IRON PIPE, WITH PLASTIC CAP INSCRIBED R.L.S. NO. 25431, WHICH HAS BEEN OR WILL BE SET IN ACCORDANCE WITH MS 505.021, SUBD 10.

E. G. RUD & SONS, INC.
EST. 1977
Professional Land Surveyors

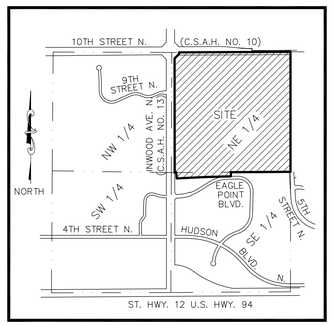
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PRELIMINARY COPY
UNRECORDED AS OF 3-26-15

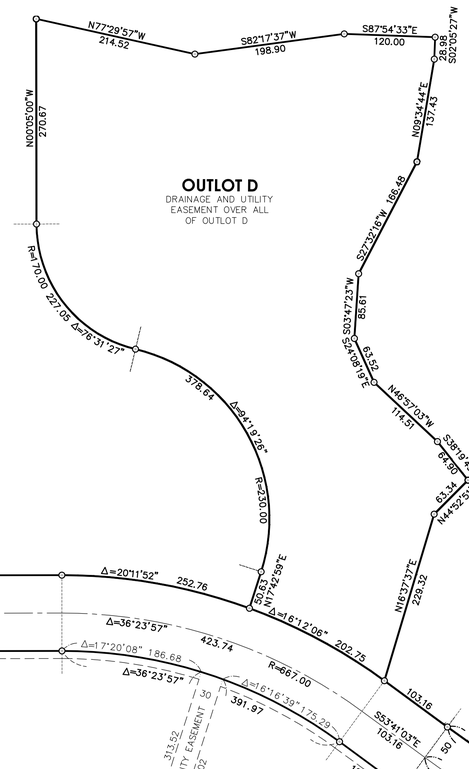
INWOOD
INSET A

E. G. RUD & SONS, INC.
EST. 1977
Professional Land Surveyors

VICINITY MAP
NOT TO SCALE



SECTION 33, TOWNSHIP 29 NORTH, RANGE 21 WEST
CITY OF LAKE ELMO



NORTH
SCALE IN FEET
100 0 50 100 200 400
1 Inch = 100 Feet

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EASEMENT DETAIL

DRAINAGE AND UTILITY EASEMENTS ARE SHOWN THUS:

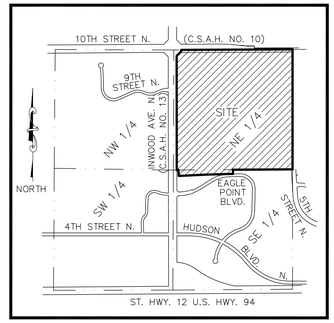
BEING 10 FEET IN WIDTH AND ADJOINING RIGHT OF WAY LINES UNLESS OTHERWISE SHOWN.

(NO SCALE)

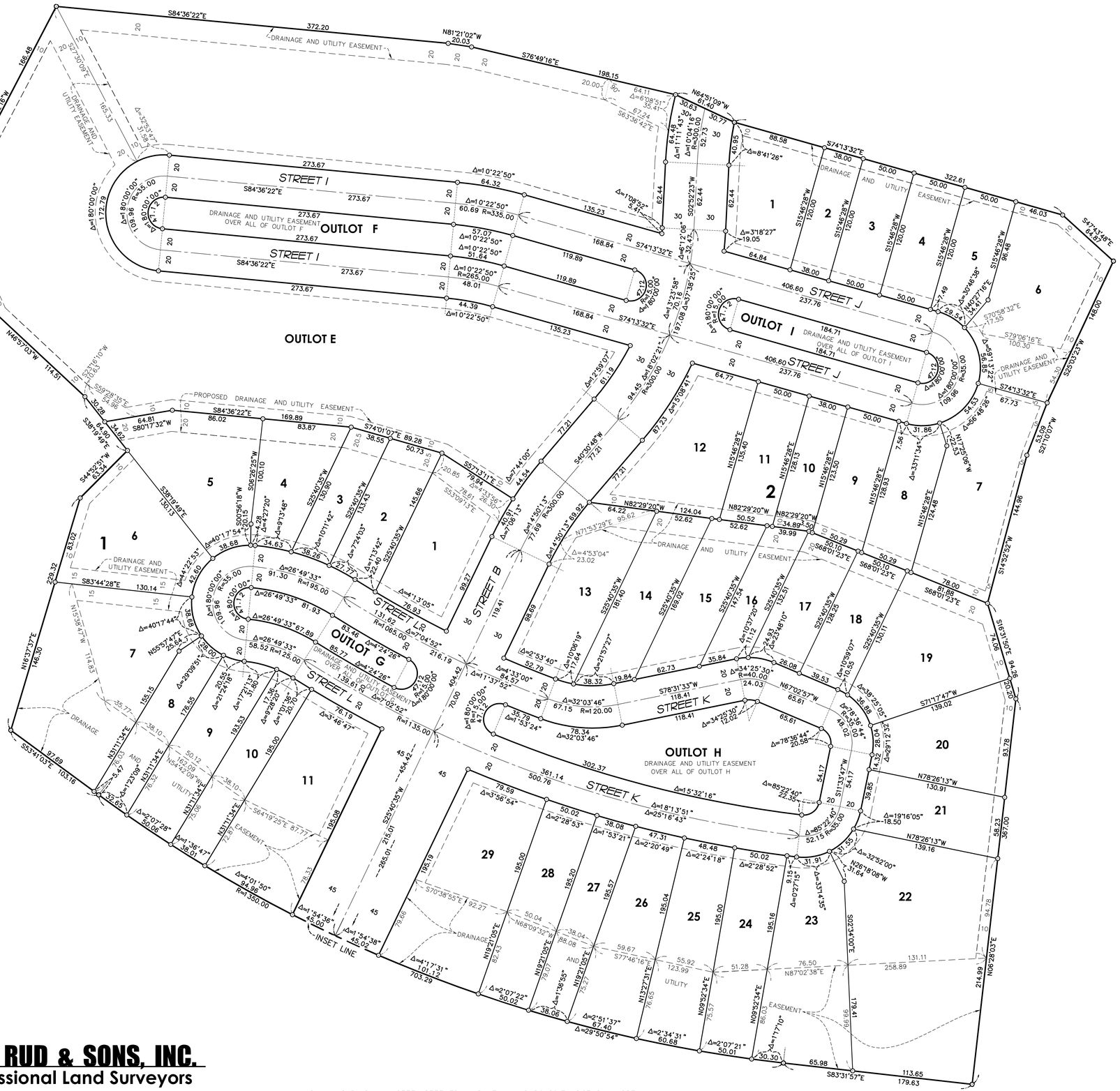
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UNRECORDED AS OF 3-26-15

INWOOD
INSET B

VICINITY MAP
NOT TO SCALE



SECTION 33, TOWNSHIP 29 NORTH, RANGE 21 WEST
CITY OF LAKE ELMO



NORTH

SCALE IN FEET
50 0 25 50 100 200
1 Inch = 50 Feet

EASEMENT DETAIL

DRAINAGE AND UTILITY EASEMENTS ARE SHOWN THUS:

BEING 10 FEET IN WIDTH AND ADJOINING RIGHT OF WAY LINES UNLESS OTHERWISE SHOWN.

(NO SCALE)

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- *DENOTES FOUND IRON PIPE MONUMENT AS LABELED.*
- *DENOTES A 1/2 INCH BY 14 INCH IRON PIPE, WITH PLASTIC CAP INSCRIBED R.L.S. NO. 25431, WHICH HAS BEEN OR WILL BE SET IN ACCORDANCE WITH MS 505.021, SUBD 10.*

E. G. RUD & SONS, INC.
EST. 1977 Professional Land Surveyors

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PRELIMINARY COPY
UNRECORDED AS OF 3-26-15

INWOOD
INSET C

SCALE IN FEET
100 0 50 100 200 400
1 Inch = 100 Feet

EASEMENT DETAIL

DRAINAGE AND UTILITY EASEMENTS ARE SHOWN THUS:

10 10

BEING 10 FEET IN WIDTH AND ADJOINING RIGHT OF WAY LINES UNLESS OTHERWISE SHOWN.

(NO SCALE)

WASHINGTON COUNTY HIGHWAY RIGHT OF WAY PLAT NO. 42

10TH STREET N. (C.S.A.H. NO. 10)

NW CORNER OF NE1/4 SEC. 33, T.29, R.21

N00°00'10"E 33.00

160.06

FOUND 1/2 INCH IRON PIPE RLS NO. 19421

38.25

N44°48'59"E 141.68

103.43

FOUND R/W MONUMENT

N89°42'24"E 2610.61

2450.55

NORTH LINE OF NE1/4 SEC. 33, T.29, R.21

575.89

1666.70

234.91

NE CORNER OF SEC. 33, T.29, R.21

FOUND 1/2 INCH IRON PIPE RLS NO. 13057

60.00

184

WEST LINE OF NE1/4 SEC. 33, T.29, R.21

2508.38

2638.17

EAST LINE OF NE1/4 SEC. 33, T.29, R.21

2357.31

281.32

S00°01'16"W

N00°05'00"W 1535.64

WASHINGTON COUNTY HIGHWAY RIGHT OF WAY PLAT NO. 41

INWOOD AVENUE N. (C.S.A.H. NO. 13)

CSAH 13

OAK KNOLL SHORES 4TH ADDITION

BEACON SHORES OFFICE PARK

9TH STREET N

PARCEL 3 EXCEPTION

PARCEL 4 EXCEPTION

WET LAND

WET LAND

WET LAND

OUTLOT J

OUTLOT K

OUTLOT L

DRAINAGE AND UTILITY EASEMENT OVER ALL OF OUTLOT L

649.21

378.54

270.67

73.87 N00°00'00"E

R=245.00 Δ=65°51'24" 281.61

105.53 R=185.00 Δ=32°40'55" 15.39 S65°51'24"W

S33°10'29"W 31.06

107.39 R=185.00 Δ=33°15'29"

R=70.00 227.05 Δ=76°31'27"

378.64 Δ=94°19'26" R=230.00

Δ=20°11'52" 252.76 R=717.00

S89°55'00"W 395.75

50.63 N17°42'59"E

N77°29'57"W 214.52

S82°17'37"W 198.90

S87°54'33"E 120.00

S20°05'27"W 20.00

N09°34'44"E 137.43

S84°36'22"E 372.20

N81°21'02"W 20.03

S76°49'16"E 198.15

N64°51'09"W 61.50

Δ=39°51'41" R=270.00 187.84

N51°25'30"E 70.56

S46°18'39"E 133.05

S60°41'50"E 111.36

N85°39'41"W 53.10

N89°42'24"E 406.59

S62°37'58"W 111.18

S15°17'38"W 98.05

S37°39'39"W 58.59

S00°00'17"E 56.91

N21°30'13"W 148.54

N38°05'39"W 133.66

N21°21'43"E 38.97

N56°37'43"E 52.33

N20°37'24"E 102.14

N39°56'14"W 86.36

N09°58'14"W 69.85

N30°23'12"W 145.65

N47°31'32"E 62.45

N23°34'41"E 111.88

N28°59'29"W 58.38

N10°10'00"W 45.08

N01°36'26"E 58.22

N46°12'03"W 177.08

S00°00'17"E 60.00

S74°13'32"E 322.61

S47°13'48"E 84.82

N66°03'57"E 105.70

N68°00'17"E 101.18

S89°56'16"E 83.92

S84°11'43"E 156.42

S53°45'12"E 113.97

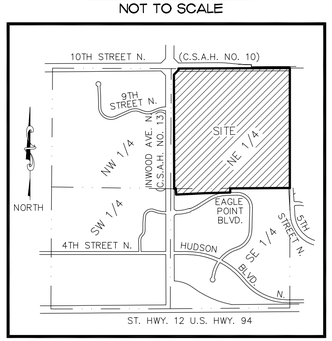
S33°09'53"E 112.83

S89°58'44"E 100.00

INSET LINE

VICINITY MAP

NOT TO SCALE



SECTION 33, TOWNSHIP 29 NORTH, RANGE 21 WEST
CITY OF LAKE ELMO

NORTH

ORIENTATION OF THIS BEARING SYSTEM IS BASED ON THE WASHINGTON COUNTY COORDINATE SYSTEM (NAD 83).

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E.G. RUD & SONS, INC.
EST. 1977
Professional Land Surveyors

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INWOOD LOT SUMMARY TABULATIONS

26-Mar-15

Lot #	Block #	Area (sq.ft.)	Lot Width	Lot Depth
1	1	11,055	76.8	143.8
2	1	6,953	50.0	138.8
3	1	5,001	38.0	131.3
4	1	7,550	50.3	120.4
5	1	12,418	59.3	137.5
6	1	12,148	75.1	131.1
7	1	20,895	65.5	156.4
8	1	6,616	38.0	177.0
9	1	9,261	50.0	185.6
10	1	7,402	38.0	195.0
11	1	16,688	78.8	195.1
1	2	9,322	70.0	120.0
2	2	4,560	38.0	120.0
3	2	6,000	50.0	120.0
4	2	6,000	50.0	120.0
5	2	5,957	50.0	122.9
6	2	15,637	93.2	150.5
7	2	14,738	75.5	193.7
8	2	6,664	50.0	134.5
9	2	6,311	50.0	126.2

Lot #	Block #	Area (sq.ft.)	Lot Width	Lot Depth
10	2	4,766	38.0	125.4
11	2	6,588	50.0	131.8
12	2	12,663	70.0	140.5
13	2	11,999	70.0	174.4
14	2	8,879	50.0	179.0
15	2	7,914	50.0	158.3
16	2	5,301	38.0	139.4
17	2	6,431	50.0	127.8
18	2	6,437	50.0	128.7
19	2	13,242	61.8	151.8
20	2	10,283	59.8	130.4
21	2	7,761	58.0	133.5
22	2	29,235	61.2	194.3
23	2	14,653	59.0	196.7
24	2	9,753	50.0	195.0
25	2	10,643	50.1	195.0
26	2	11,184	50.2	195.2
27	2	7,424	38.0	195.4
28	2	9,754	50.0	195.1
29	2	17,620	82.6	195.0
	TOTAL	403,706		

OUTLOT	Area (sq.ft.)
A	1,020,226
B	475,345
C	368,715
D	276,158
E	169,384
F	14,144
G	5,493
H	20,499
I	6,248
J	2,075,675
K	755,855
L	527,721
M	84,320
N	44,356
TOTAL	5,844,139

RIGHT OF WAY	Area (sq.ft.)
5TH STREET N	278,281
10 STREET N	147,396
RESIDENTIAL	173,437
TOTAL R/W	599,114

TOTAL SITE AREA	6,846,959

Please Note: Lot widths shown represent the width of the lot at the proposed house location.

E.G. Rud & Sons, Inc.

Job No. 13777PP

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

THE CITY OF LAKE ELMO

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

LAND USE APPLICATION

☐ Comprehensive Plan ☒ Zoning District Amend ☐ Zoning Text Amend ☐ Variance*(see below) ☐ Zoning Appeal

☐ Conditional Use Permit (C.U.P.) ☐ Flood Plain C.U.P. ☐ Interim Use Permit (I.U.P.) ☐ Excavating/Grading

☐ Lot Line Adjustment ☐ Minor Subdivision ☐ Residential Subdivision Sketch/Concept Plan

☐ PUD Concept Plan ☐ PUD Preliminary Plan ☒ PUD Final Plan

Applicant: Hans Hagen Homes
Address: 941 Wc Hillcrest Rd, Suite 300
Phone # 763-586-7202
Email Address: jessk@hanshagenhomes.com

Fee Owner: Inwood 10 LLC
Address: 75 S. Owasso Blvd E.
Phone # 651-484-0070
Email Address: schuette@azureprop.com

Property Location (Address and Complete (long) Legal Description: NE¼ Section 33 T29 R21

Detailed Reason for Request: See 2nd Ltr. Rezoning to PUD

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

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

Signature of applicant: _____ Date: 3/9/15

Signature of fee owner: R Schuette Jr. Date: 10 MAR 2015

THE CITY OF
LAKE ELMO

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

AFFIRMATION OF SUFFICIENT INTEREST

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

Name of applicant Hans Hagen Homes
(Please Print)

Street address/legal description of subject property NE¼ Section 33
T29 R21 E

Signature

10 MAR 2015
Date

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

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

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

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

THE CITY OF
LAKE ELMO

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

FINAL PLAT APPLICATION

Applicant: Hans Hagen Homes
Address: 941 NE Hillwind Rd, Ste. 300
Phone #: 763-586-7202
Email Address: jrask@yahoo.com

Fee Owner: Tamarack 10 LLC.
Address: 95 S. Owasso Blvd. E.
Phone #: 651-484-0070
Email Address: schuette@azurepropmgt.com

Property Location (Address and Complete (long) Legal Description: NE¼ Section 33 T29 R21

General information of proposed subdivision: See attached

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

Signature of applicant: _____ Date: 3/9/15

Fee Owner Signature: R Schueler Jr. Date: 10 Mar 2015

THE CITY OF
LAKE ELMO

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

AFFIRMATION OF SUFFICIENT INTEREST

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

Name of applicant Inwood 10 LLC
(Please Print)

Street address/legal description of subject property NE¼ Section 33
T29 R21

R Schuenemann
Signature

10 March 2015
Date

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

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

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

THE CITY OF
LAKE ELMO

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

ACKNOWLEDGEMENT OF RESPONSIBILITY

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

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

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

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

Signature of applicant _____ Date 3/9/15

Name of applicant John Rask Phone 763-586-7202
(Please Print)

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

_____

_____

_____

Final Plat Narrative
Hans Hagen Homes
March 9, 2015

2. Written Statements

a. *List of contact information*:

Applicant
John Rask
Hans Hagen Homes
941 NE Hillwind Road, Suite 300
Fridley, MN 55432
763-586-7200

Property Owner
Tom Schuette
Inwood 10 LLC
95 South Owasso Blvd. E
St. Paul, MN 55117
651-484-0070

Surveyor
Dan Obermiller
EG Rud and Sons, Inc.
6776 Lake Drive NE, Suite 110
Lino Lakes, MN 55014
651-361-8200

Civil Engineer
Brian Krystofiak, PE
Carlson McCain, Inc.
248 Apollo Drive, Suite 100
Lino Lakes, MN 55014
763-489-7905

Wetland Consultant
Melissa Barrett
Kjolhaug Environmental
26105 Wild Rose Lane
Shorewood, MN 55331
952-401-8757

b. *A listing of the following site data: Address, current zoning, parcel size in acres and square feet, property identification number(s) (PID), and current legal description(s);*

See attached.

c. *Final Subdivision and Lot Information*

i. InWood
ii. Lot Tabulation – see attached plat.
iii. There is no park land dedicated in this first phase.
iv. Outlot A wetland is 17,773 sq. ft., buffer is 16,089 square feet
Park 1 wetland is 1,929 sq. ft., buffer is 11,173 square feet
Outlot B wetland is 6,425 sq. ft., buffer is 10,259 square feet
v. 13.75 acres of public right-of-way.

d. *An explanation of how issues have been addressed since the Preliminary Plat phase of the development;*

The final plat is consistent with the preliminary plat and conditions of approval.

e. *A statement showing the proposed density of the project with the method of calculating said density shown (Below numbers are based on all the single family lots, and not just this phase);*

i. Single Family land use area of the overall plat includes 102.9 acres (first phase plat includes 9.27 acres excluding right-of-way.)
ii. 275 total single family homes (40 in first phase).
iii. Single Family Gross Density of 2.7 units per acre
iv. Single Family Net Density of 3.0 units per acre (excludes park land)

f. *Discuss proposed infrastructure improvements and phasing thereof (i.e. proposed roadways, sewer systems, water systems, sidewalks/trails, parking, etc) necessary to serve the subdivision;*

The first phase will include the construction of 5th Street, a portion of Street B, and all of streets L, K, J, and I. Sewer and water will be installed within the roads.

Municipal sanitary sewer and water and will be extended from the south connecting to Eagle Point Boulevard.

Municipal Water will be extended from both the south and west. The City is planning the construction of a trunk water main along Inwood in the summer

of 2015. The neighborhood will connect to this main along with a connection in the Eagle Point Business Park.

Sidewalks and trails will be installed along 5th Street in the first phase of development. A portion of the trail in the buffer area along the eastern edge of the property will be constructed in the first phase in 2015. Sidewalks will be installed on both sides of Street B for the portion of road being constructed in this first phase.

g. *A narrative addressing concerns/issues raised by neighboring properties (discussing your proposal with the neighboring land owners is recommended to get a sense of what issues may arise as your application is processed);*

Neighborhood input was provided during the PUD Concept Plan review stage. Comments generally related to concerns over the extension of municipal services in this area of the community and the impacts that come along with changes to land use.

The land uses and density of the InWood neighborhood are consistent with the City's Comprehensive Plan, and not changes are necessary as a result of the Preliminary Plat application.

Hans Hagen Homes has also designed the neighborhood to lessen the impacts on adjacent property owners, as well as to enhance the neighborhood for future residents. These design features include:

i. A linear park along the eastern edge of the property that exceeds the City's initial standard of 100 feet. The InWood linear park varies from 100 feet to over 200 feet.
ii. The lots and streets were orientated east/west with cul-de-sac lots backing to the linear park. There are only 19 lots that back up to the linear park over a distance of 2,640 feet. Under standard zoning, there could be 40 lots backing up to the buffer.
iii. Additional land for a neighborhood park adjacent to the existing Stonegate development. This park will serve the needs of residents living in InWood as well as the neighborhoods to the east.
iv. Landscaped berms along 10th Street, 5th Street, and along a portion of the western edge of the neighborhood.

h. *A description of how conflicts with nearby land uses (livability, value, potential future development, etc.) and/or disturbances to wetlands or natural areas are being avoided or mitigated;*

The InWood neighborhood is consistent with the City's Comprehensive Plan which provides for a graduation of land use intensities over the site. North of the 5th Street parkway will be single family homes. Transitioning to the west

will be commercial. The neighborhood plan for InWood provides a large pond and berms to help transition between the commercial and single family neighborhood.

The InWood neighborhood plan avoids and preserves the three wetland basins found on the site. While these wetlands are currently farmed and significantly degraded, it's our intent to restore them with native vegetation.

i. *Provide justification that the proposal will not place an excessive burden on roads (traffic), sewage, water supply, parks, schools, fire, police, or other public facilities/services (including traffic flows) in the area.*

The City's Comprehensive Plan provides for the planned and orderly growth of the community by making sure that the necessary infrastructure and services are in place as growth occurs. Because the proposed neighborhood is consistent with the City's Comprehensive Plan, no impacts or excessive burdens are anticipated to the roads, public utilities, or public services.

A detailed traffic study was prepared as part of the EAW, and found no traffic impacts that could not be mitigated.

The majority of the homes in the neighborhood will not contain school age children. As such, no impacts are anticipated to the North St. Paul school district.

j. *If applicable, provide a description of proposed lakeshore access (i.e. shared dock with multiple slips, individual docks for each lot, etc.);*

Not applicable.

k. *A description of proposed parks and/or open space. Please include a brief statement on the proposed ownership and maintenance of said areas;*

The neighborhood will include approximately 14.5 acres of public parkland. Overall, the neighborhood includes approximately 49 acres of open spaces, including public park, trail corridors, landscaped berms, ponding, infiltration areas, wetland preservation areas, and private open space. The private open space and infiltration areas will be maintained by a homeowners association.

l. *A proposed development schedule indicating the approximate date when construction of the project, or stages of the same, can be expected to begin and be completed (including the proposed phasing of construction of public improvements and recreational and common space areas).*

Construction of 5th street and site grading would commence in the spring of 2015 with the first neighborhood lots being developed in the summer of 2015.

The single family neighborhood is anticipated to be phased over a 7 year period. Annual home construction will likely vary with fluctuations in the housing market.

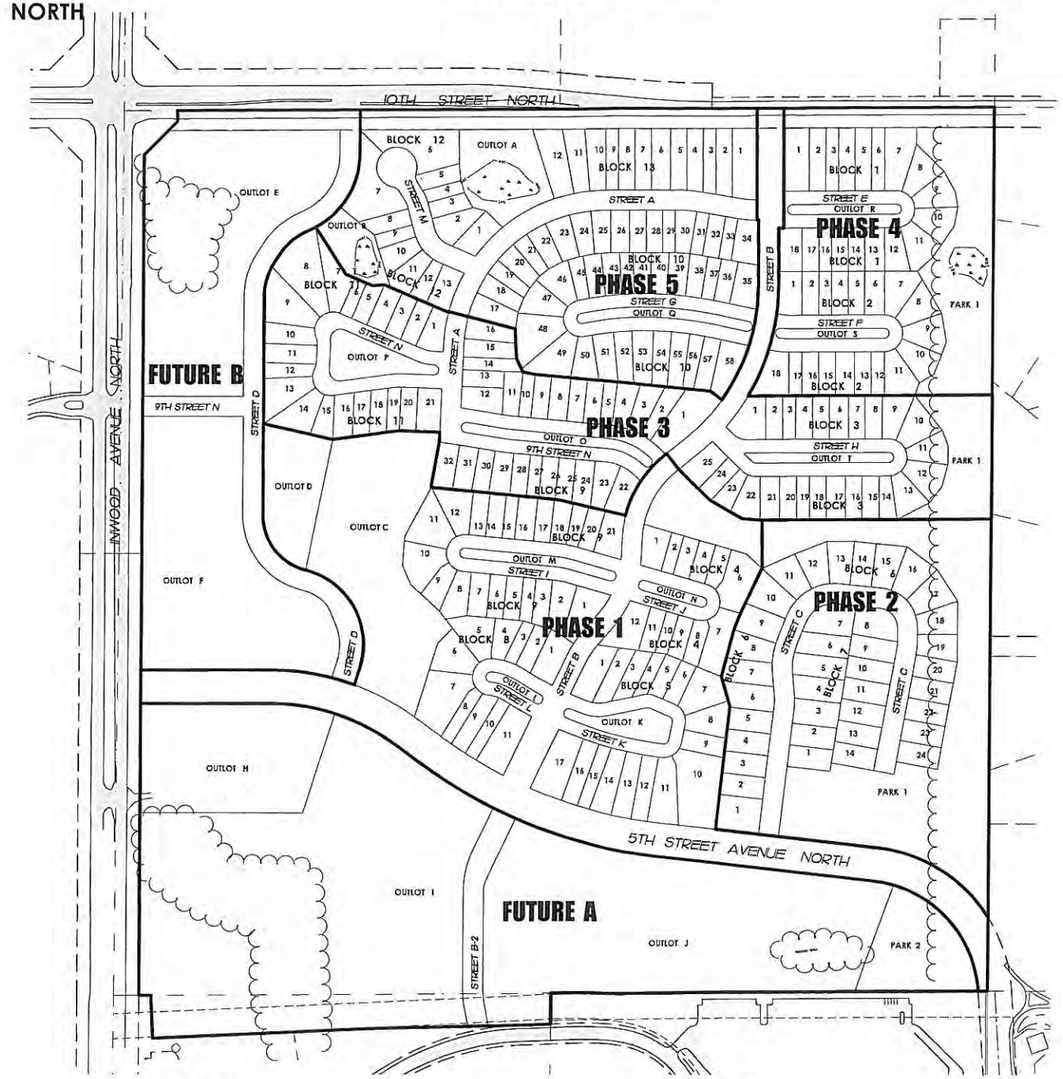
ZONING MAP



ZONING AREAS

PUD SINGLE FAMILY	102.81 ACRES
FUTURE COMMERCIAL	23.54 ACRES
FUTURE HIGH DENSITY RESIDENTIAL	30.83 ACRES

PHASING PLAN



PHASING AREAS

PHASE 1	32.28 ACRES
PHASE 2	17.42 ACRES
PHASE 3	21.48 ACRES
PHASE 4	12.75 ACRES
PHASE 5	20.29 ACRES
FUTURE A	34.84 ACRES
FUTURE B	18.12 ACRES

NOTE

PHASING MAY CHANGE BASED ON MARKET DEMAND

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

I hereby certify that this survey, plan or report was prepared by me or under my direct supervision and that I am a duly Registered Land Surveyor under the laws of the State of Minnesota.
DANIEL W. ODERMILLER
Date: 02/18/15 License No. 25341

DRAWN BY: JEN	JOB NO: 13777PP	DATE: 10/10/14
CHECK BY: DWO	SCANNED ☐	

NO.	DATE	DESCRIPTION	BY
1	02/18/15	Revised Layout	JEN
2			
3			

GRAPHIC SCALE
300 0 100 200 400 800
(IN FEET)
1 inch = 200 ft.

HANS HAGEN HOMES
941 NE Hillwind Rd., Suite 300
Fridley, MN 55432

INWOOD
Lake Elmo, Minnesota

ZONING/PHASING

13777PP

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NORTH

OPEN AREA PER CALCULATIONS

PROPERTY DESCRIPTION:

The West Half of the Southeast Quarter of Section 33, Township 29 North, Range 21 West, lying north of the north right of way line as shown on State Highway Right-of-way Plat No. 4 of 12, State Project 8282 (94=392) 902, Washington County, Minnesota.
(Abstract)
AND
The Northeast Quarter of Section 33, Township 29, Range 21, less and except Parcel No. 4 of Washington County Highway Right-of-way Plat No. 41, and Parcel No. 3 of Washington County Highway Right-of-way Plat No. 42, Washington County, Minnesota.
(Torrens)

NOTES

- Field survey was completed by E.G. Rud and Sons, Inc. on 4/10/14.
- Bearings shown are on the Washington County Coordinate System.
- Curb shots are taken at the top and back of curb.
- This survey was prepared without the benefit of title work. Additional easements, restrictions and/or encumbrances may exist other than those shown hereon. Survey subject to revision upon receipt of a current title commitment or an attorney's title opinion.
- Parcel ID Nos. 33-029-21-11-0001, 33-029-21-11-0002, 33-029-21-12-0003, 33-029-21-12-0033, 33-029-21-42-0002.
- Total parcel area = 157.18 acres.
- BENCHMARK: MNDOT Station: HYGAARD MNDT. Elevation = 1010.83 (NGVD 29)

OPEN AREA CALCULATIONS FOR ENTIRE SITE

TOTAL SITE AREA = 157.18 ACRES (100%)

PUBLIC PARK (SINGLE FAMILY AREA) = 12.68 ACRES (8.07%)
PUBLIC PARK (MULTI-FAMILY AREA) = 1.78 ACRES (1.12%)
ISLANDS DEDICATED TO FILTRATION = 3.21 ACRES (2.04%)
OUTLOT A = 1.42 ACRES (0.90%)
OUTLOT B = 0.62 ACRES (0.39%)
OUTLOT C = 4.84 ACRES (3.08%)
OUTLOT D (OPEN AREA) = 1.50 ACRES (0.95%)
OUTLOT E (OPEN AREA) = 3.66 ACRES (2.32%)
OUTLOT F (OPEN AREA) = 1.06 ACRES (0.67%)
OUTLOT H (OPEN AREA) = 0.00 ACRES (0.00%)
OUTLOT I (OPEN AREA) = 11.72 ACRES (7.46%)
OUTLOT J (OPEN AREA) = 1.58 ACRES (0.99%)
BERMS & OPEN SPACE ON RESIDENTIAL SITE NOT IN OUTLOTS = 4.52 ACRES (2.87%)

TOTAL OPEN AREA FOR ENTIRE SITE = 48.55 ACRES (30.89% OF SITE)

OPEN AREA CALCULATIONS FOR THE PUD SITE EXCEPT FOR OUTLOT D

TOTAL PUD SITE AREA = 102.81 ACRES (100%)

PUBLIC PARK (SINGLE FAMILY AREA) = 12.68 ACRES (12.33%)
ISLANDS DEDICATED TO FILTRATION = 3.21 ACRES (3.12%)
OUTLOT A = 1.42 ACRES (1.38%)
OUTLOT B = 0.62 ACRES (0.63%)
OUTLOT C = 4.84 ACRES (4.71%)
BERMS AND OPEN SPACE ON RESIDENTIAL SITE NOT IN OUTLOTS = 4.52 ACRES (4.40%)

TOTAL OPEN AREA FOR PUD SITE = 27.29 ACRES (26.54% OF SITE)



SEE SHEET 13 OF 25 SHEETS

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DANIEL W. DOERMULLER
Date: 02/16/15 License No. 25341

Drawn By: JEN	Job No. 13777PP	Date: 10/10/14
Check By: DWD	Scanned ☐	

No	Date	Description	By
1	02/16/15	Revised Layout:	JEN
2			
3			

GRAPHIC SCALE
100 0 50 100 200 400
(IN FEET)
1 inch = 100 ft.

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Fridley, MN 55432

INWOOD
Lake Elmo, Minnesota

OPEN SPACE PLAN

12 of 25

13777PP

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SEE SHEET 12 OF 25 SHEETS

NORTH

OPEN AREA PER CALCULATIONS

NOTES

SEE SHEET 12 OF 25 SHEETS FOR NOTES.



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OPEN SPACE PLAN

13 of 25

13777PP

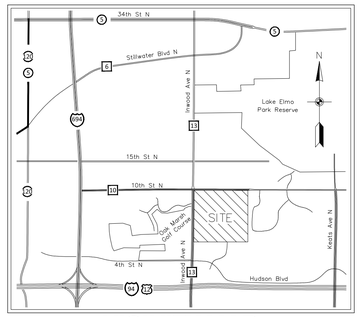
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INWOOD

GRADING, DEVELOPMENT & EROSION CONTROL PLANS

LAKE ELMO, MINNESOTA





VICINITY MAP

NOT TO SCALE

N

0 100 200 400

(IN FEET)

BENCHMARKS

1. Top Nut of Hydrant located on the south side of Eagle Point Road approximately 1290 ft. easterly of the intersection of Eagle Pont Road and Inwood Avenue North – Elevation=1006.57 (NGVD 29)
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SHEET INDEX

1. COVER SHEET
2. GRADING INDEX
3–8. GRADING, DEVELOPMENT & EROSION CONTROL PLAN
9 & 10. DETAILS
11 & 12. RETAINING WALL PROFILES
T1–T3. TURN LANE PLANS

CALL BEFORE YOU DIG

811 Know what's **below.** **Call** before you dig.

The subsurface utility information shown on this plan is utility Quality Level D. This quality level was determined according to the guidelines of CI/ASCE 38-02, entitled "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data."

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Print Name: Brian J. Krystofiak, P.E.
Signature:
Date: 02/13/15 License #: 25063

Drawn: LC
Designed: BJK
Date: 02/13/15

Revisions:
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2. 03/23/15 Per Watershed Comments
3. 03/27/15 Per City Comments
4. 04/06/15 Per MPCA Comments
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6. 04/16/15 Per City Comments

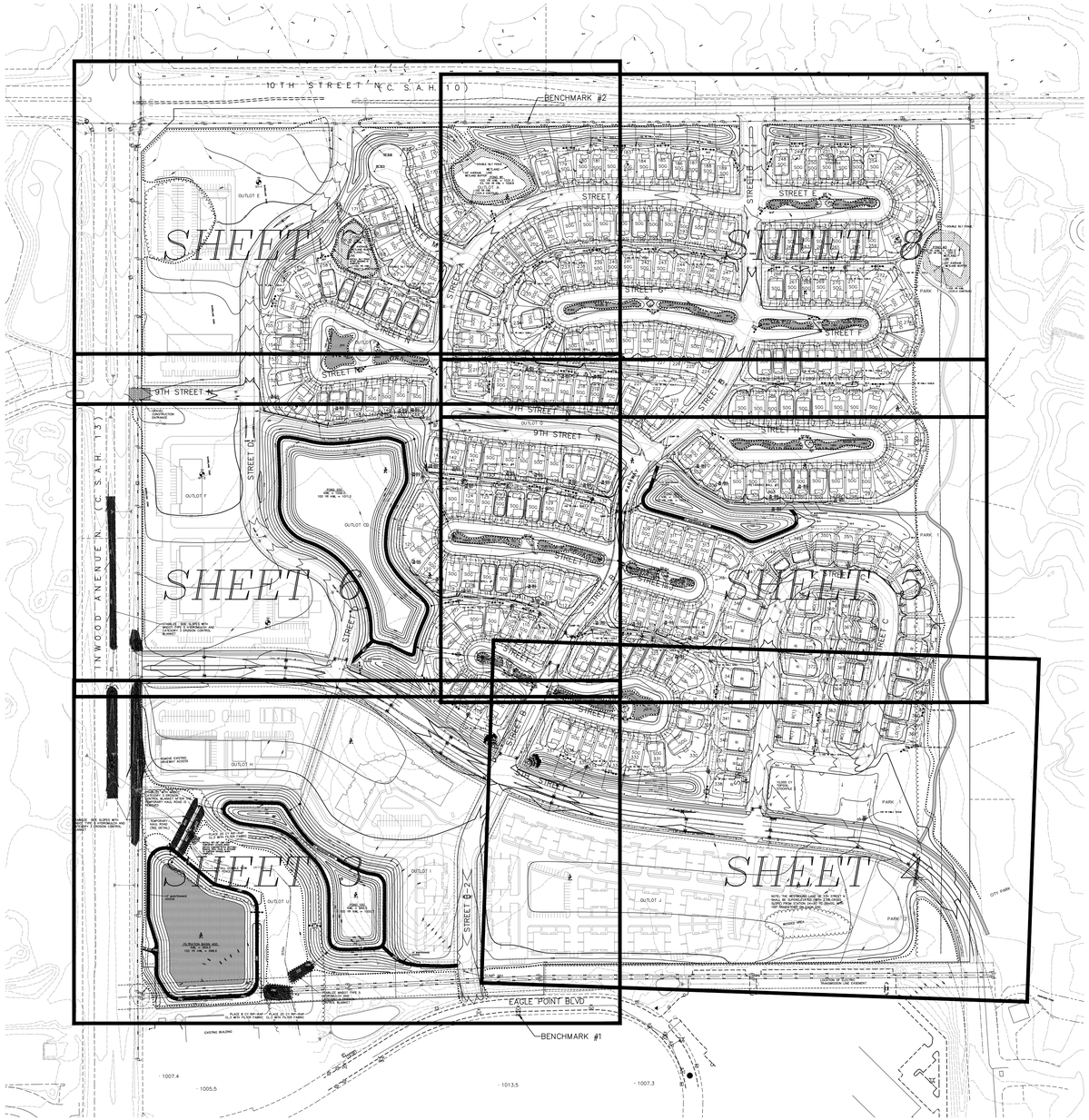
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Lake Elmo, Minnesota

COVER SHEET

1 of 12

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LEGEND

	EXISTING	PROPOSED
PROPERTY LINE		
EASEMENT LINE		
CURB LINE		
BITUMINOUS		
CONCRETE		
SANITARY SEWER		
STORM SEWER		
WATER MAIN		
OVERHEAD UTILITY		
STORM CATCH BASIN		DENOTES INLET PROTECTION
STORM MANHOLE	STMH	
OUTLET CONTROL STRUCTURE		
MANHOLE	SAN MH	
HYDRANT		
GATE VALVE	GV	
TELEVISION BOX	TV	
TELEPHONE BOX	TEL	
UTILITY POLE		
RETAINING WALL		
FENCE		
10' CONTOUR		
2' CONTOUR		
FEMA FLOOD PLAIN		
WETLAND LINE		
SPOT ELEVATION	00.0	00.0
EMERGENCY OVERFLOW		E.O.F. 000.0
SILT FENCE		
TREE FENCE		
EROSION CONTROL BLANKET		
TREELINE		
SOIL BORING	TP B-1 (AET REPORT)	TP ST-1 (BRAUN REPORT)

CONSTRUCTION NOTES

1. RETAINING WALLS ARE REQUIRED TO BE PERMITTED SEPERATELY. FOR INTERIM GRADING, SLOPE OUT WALL AREAS AT A 3:1 MATCH SLOPE.
2. FOR MASS GRADING CONSTRUCTION, FILTRATION BASINS 1–18 SHALL BE EXCAVATED TO FINAL GRADE AND USED AS TEMPORARY SEDIMENTATION BASINS. NO SUBCUTTING OR DRAINTILE IS REQUIRED UNTIL UTILITIES ARE CONSTRUCTED IN THOSE AREAS. UPON FINAL BASIN CONSTRUCTION, SILT FENCE SHALL BE INSTALLED IMMEDIATELY AROUND BASIN AS SHOWN ON THIS PLAN.
3. ALL WORK SHALL CONFORM TO THE CITY OF LAKE ELMO STANDARD SPECIFICATIONS

BASIN DATA

BASIN No.	BOTTOM ELEV.	OUTLET ELEV.	100 YR. HWL
1	1030.5	1031.0	1031.8
2	1032.0	1032.5	1033.9
3	1027.5	1028.0	1028.9
4	1028.5	1029.0	1030.5
5	1026.0	1026.5	1027.2
6	1026.0	1026.5	1027.3
7	1027.0	1027.5	1028.4
8	1028.0	1028.5	1030.1
9	1018.0	1018.5	1019.2
10	1019.0	1019.5	1020.8
11	1016.5	1017.0	1017.6
12	1015.0	1015.5	1016.3
13	1012.0	1012.5	1013.4
14	1013.0	1013.5	1014.7
15	1012.0	1012.5	1012.9
16	1011.5	1012.0	1012.6
17	1022.5	1023.0	1023.7
18	1023.0	1023.5	1024.8

N

0 100 200 400

(IN FEET)

BENCHMARKS

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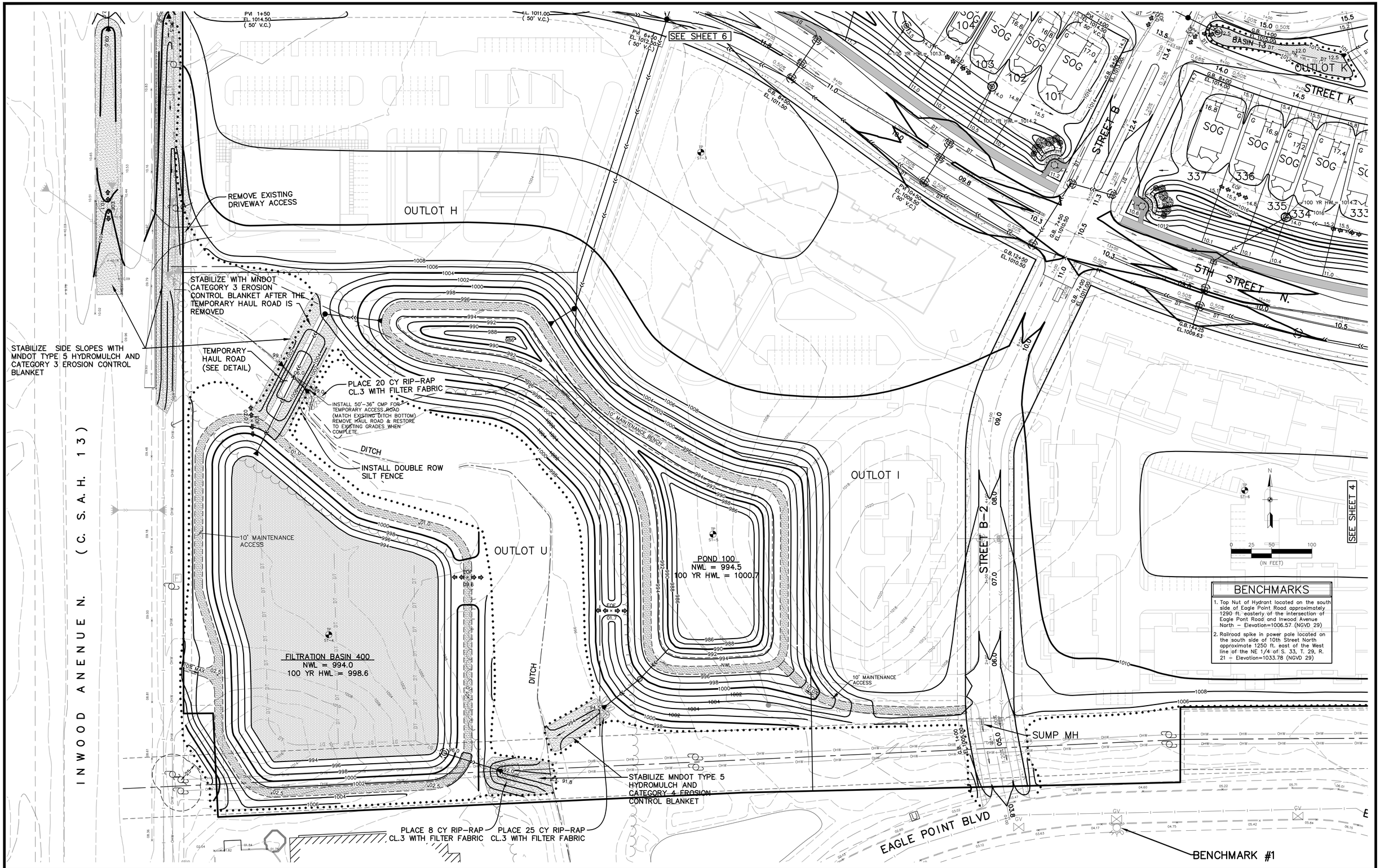
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HANS HAGEN HOMES
941 NE Hillwind Rd., Suite 300
Fridley, MN 55432

InWood
Lake Elmo, Minnesota

GRADING INDEX

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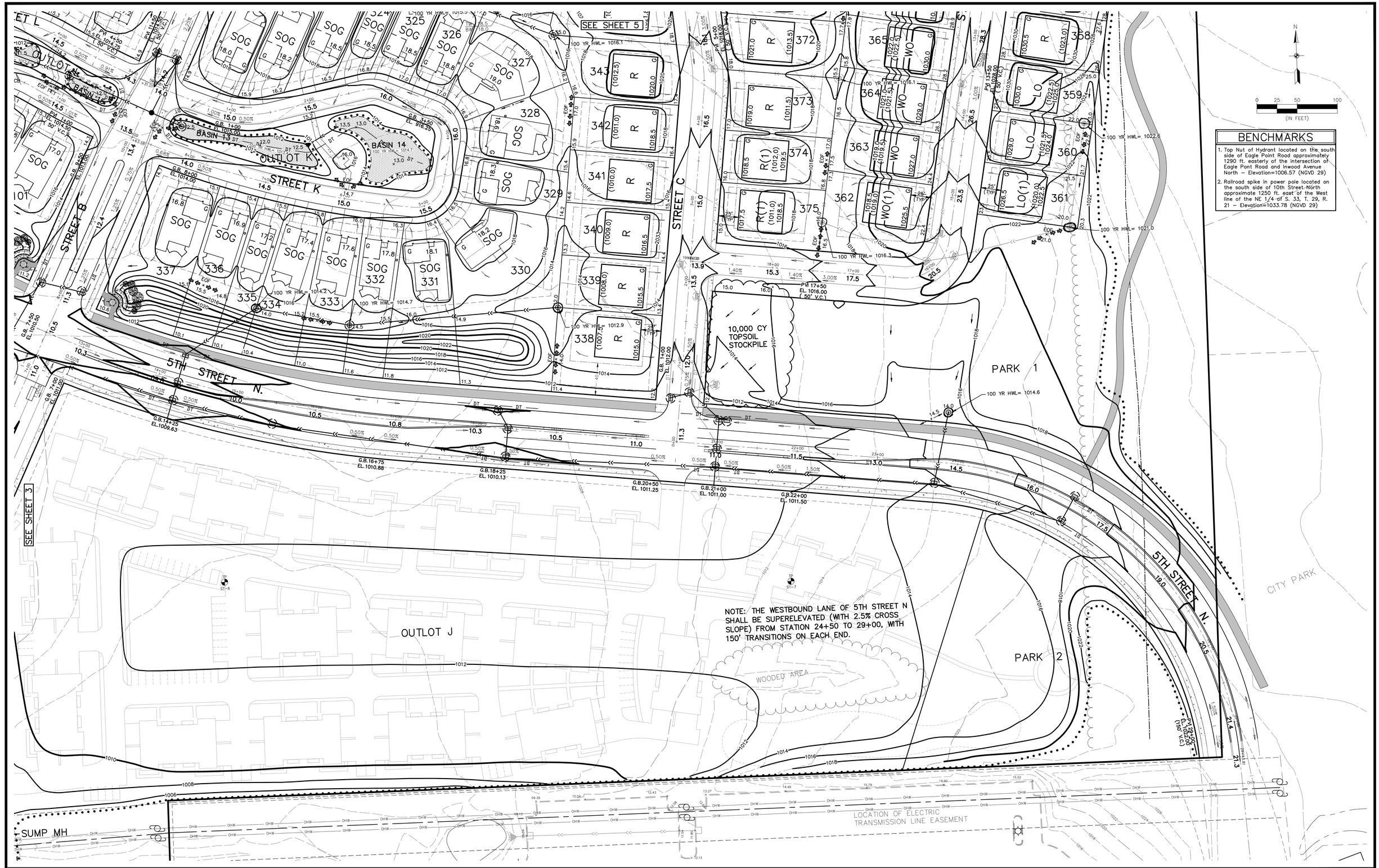
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Lake Elmo, Minnesota

GRADING, DEVELOPMENT & EROSION CONTROL PLAN

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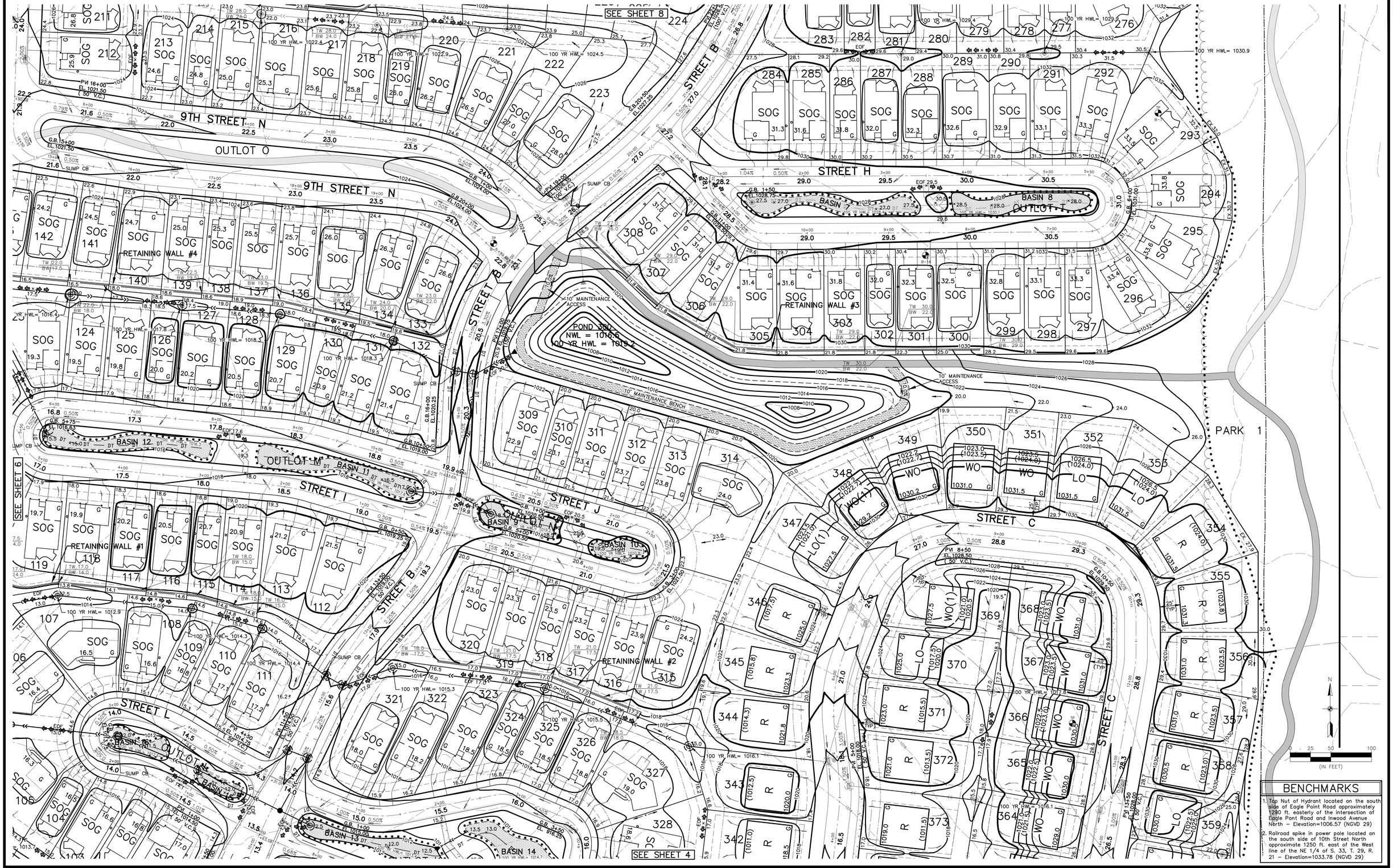
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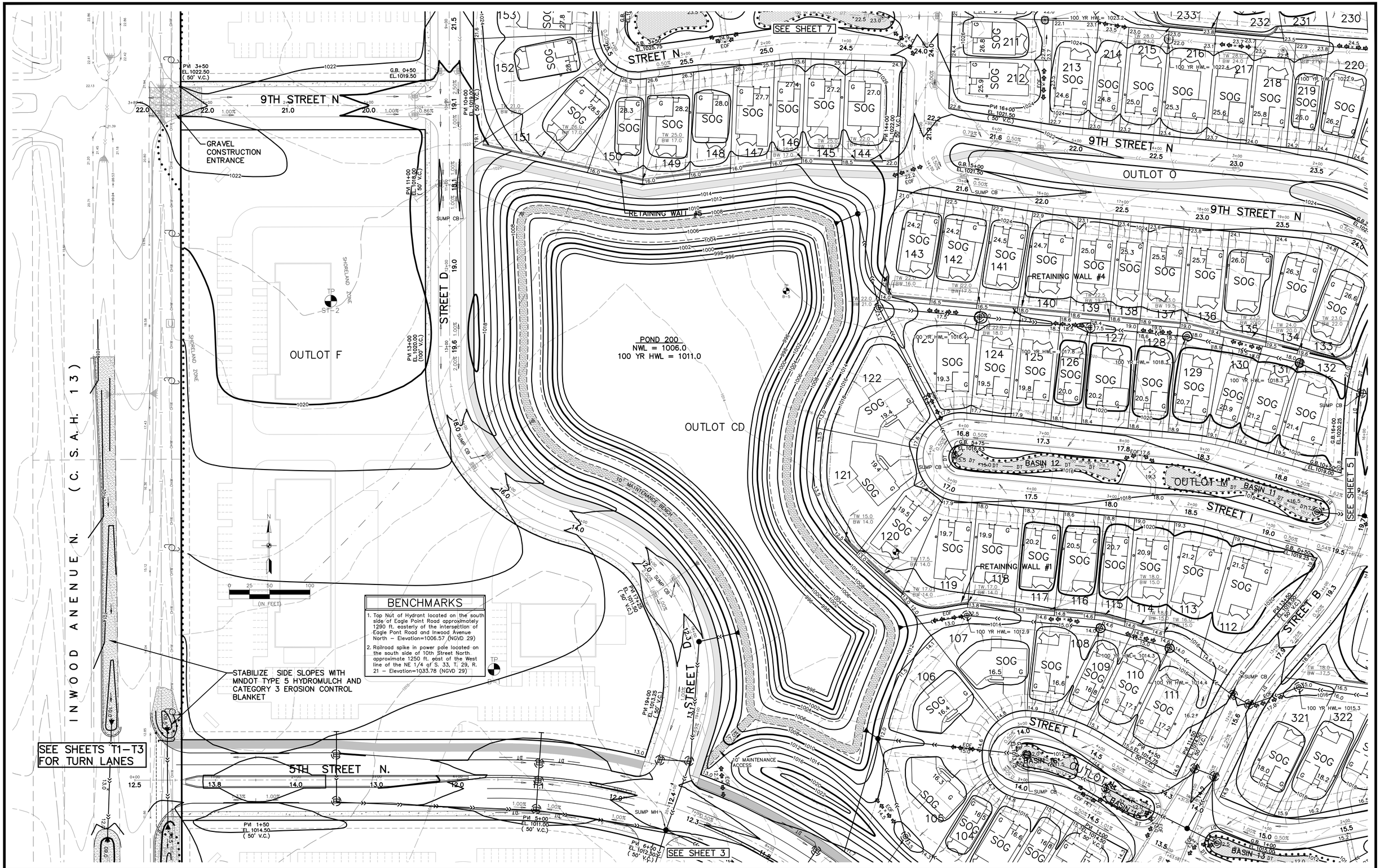
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InWood
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GRADING, DEVELOPMENT & EROSION CONTROL PLAN

5 of 12

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GRADING, DEVELOPMENT & EROSION CONTROL PLAN

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10 T H S T R E E T N.

(C. S. A. H. 1 0)

BENCHMARK #2

OUTLOT E

OUTLOT B

OUTLOT A
100 YR HWL
(1031.3 CONTOUR)

OUTLOT D

OUTLOT P

DOUBLE SILT FENCE

25' AVERAGE WETLAND BUFFER

WETLAND LINE

POND W1
100 YR HWL = 1031.3
EX. 100 YR HWL = 1029.9

POND W2
100 YR HWL = 1027.5
EX. 100 YR HWL = 1027.5

INSTALL SILT FENCE AFTER GRADING IS COMPLETE

100 YR HWL (1027.5 CONTOUR)

STREET A

STREET D

STREET M

STREET N

9TH STREET N

BASIN 6

BASIN 17

BASIN 18

RETAINING WALL #6

SHORELAND ZONE

SEE SHEET 6

SEE SHEET 8

0 25 50 100
(IN FEET)

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Lino Lakes, MN 55014
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Fax: (763) 489-7959
www.carlsonmccain.com

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

Print Name: Brian J. Krystofiak, P.E.
Signature:
Date: 02/13/15 License #: 25063

Drawn: LC
Designed: BJK
Date: 02/13/15

Revisions:
1. 02/23/15 Update Bid Set Per City Comments
2. 03/27/15 Per City Comments
3. 04/06/15 Per MPCA Comments
4. 04/10/15 Per City Comments
5. 04/16/15 Per City Comments

HANS HAGEN HOMES
941 NE Hillwind Rd., Suite 300
Fridley, MN 55432

InWood
Lake Elmo, Minnesota

GRADING, DEVELOPMENT & EROSION CONTROL PLAN

7 of 12

Save Date: 04/16/15 | F:\jobs\5161 - 5180\5172 - lake elmo property\cad\engineer\final grading\5172_gr.dwg

BENCHMARK #2

10TH STREET N. (C.S.A.H. 10)

STREET A

STREET B

STREET E

STREET F

STREET G

9TH STREET N

OUTLOT A
100 YR HWL
(1031.3 CONTOUR)

POND W1
100 YR HWL = 1031.3
EX. 100 YR HWL = 1029.9

WETLAND LINE
25' AVERAGE WETLAND BUFFER

DOUBLE SILT FENCE

RETAINING WALL #6

BASIN 1

BASIN 2

BASIN 3

BASIN 4

BASIN 5

BASIN 6

OUTLOT R

OUTLOT S

OUTLOT Q

10,000 CY TOPSOIL STOCKPILE

POND W3
100 YR HWL = 1031.0
EX. 100 YR HWL = 1031.2

PARK 1

SEE SHEET 7

SEE SHEET 5

BENCHMARKS

1. Top Nut of Hydrant located on the south side of Eagle Point Road approximately 1290 ft. easterly of the intersection of Eagle Pont Road and Inwood Avenue North – Elevation=1006.57 (NGVD 29)
2. Railroad spike in power pole located on the south side of 10th Street North approximate 1250 ft. east of the West line of the NE 1/4 of S. 33, T. 29, R. 21 – Elevation=1033.78 (NGVD 29)

Carlson McCann
• environmental
• engineering
• surveying

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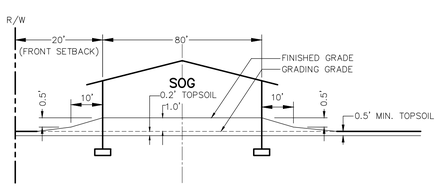
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GRADING, DEVELOPMENT & EROSION CONTROL PLAN

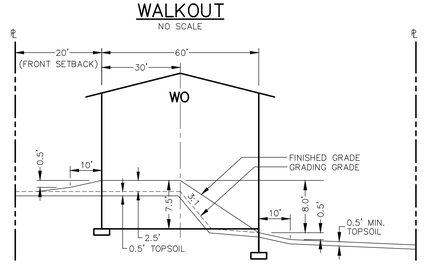
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CARRIAGE / VILLAGE



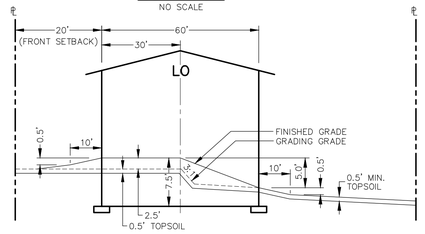
WALKOUT

NO SCALE



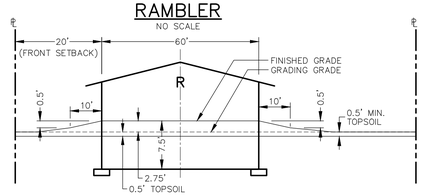
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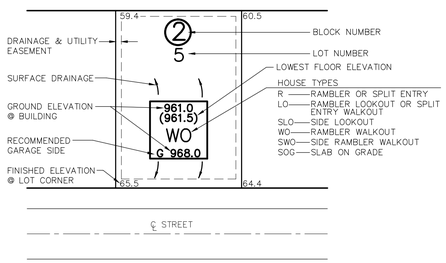


RAMBLER

NO SCALE



GRADING PLAN LOT KEY



TURF ESTABLISHMENT

TURF ESTABLISHMENT SHALL APPLY TO ALL DISTURBED AREAS AND SHALL BE ACCORDING TO MnDOT STANDARD SPECIFICATIONS FOR CONSTRUCTION (LATEST EDITION) EXCEPT AS MODIFIED BELOW.

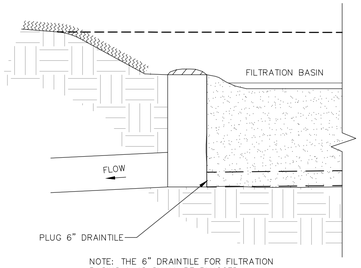
TURF ESTABLISHMENT SHALL OCCUR AS SOON AS POSSIBLE BUT IN NO CASE

SEED: MnDOT MIXTURE 25–141 AT 60 POUNDS PER ACRE.
MORE THAN 14 DAYS.
DORMANT SEED: SHALL BE APPLIED AT TWICE THE NORMAL RATE AFTER NOVEMBER 1ST.

MULCH: TYPE 1 AT 2 TONS PER ACRE (DISK ANCHORED).

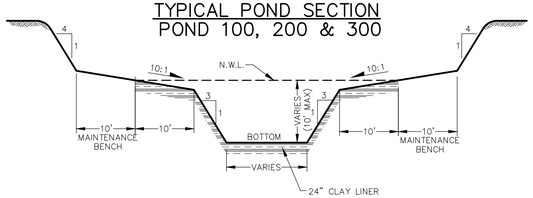
FERTILIZER: TYPE 1 10–10–10 AT 200 POUNDS PER ACRE.

FILTRATION BASINS 1–18

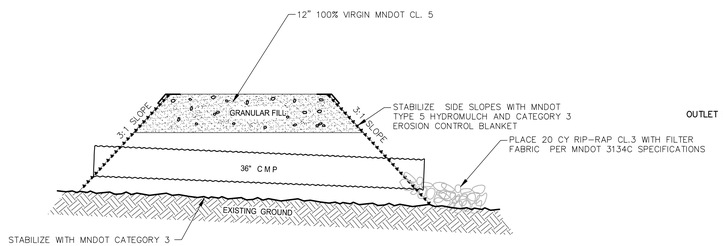


NOTE: THE 6" DRAINTILE FOR FILTRATION BASINS 1–18 SHALL BE PLUGGED INITIALLY. IF THE BASIN DOES NOT DRAIN DOWN WITHIN 48 HOURS, THE PLUG SHALL BE REMOVED AT ENGINEER'S DISCRETION.

TYPICAL POND SECTION
POND 100, 200 & 300

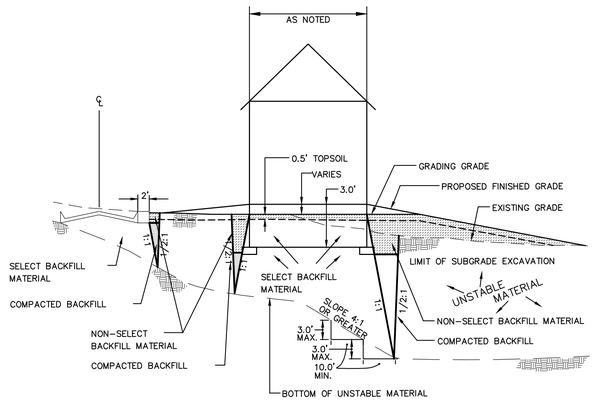


TEMPORARY HAUL ROADS

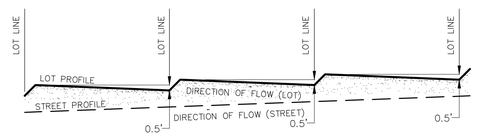


STABILIZE WITH MNDOT CATEGORY 3 EROSION CONTROL BLANKET AFTER THE REMOVAL TEMPORARY HAUL ROAD

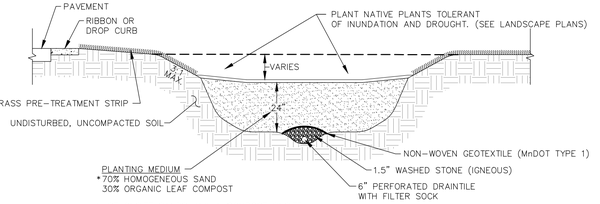
SUBGRADE CORRECTION



LOT BENCHING DETAIL

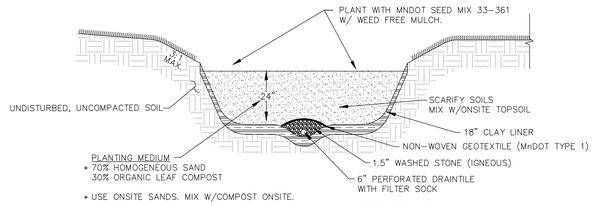


FILTRATION BASINS 1–18



*USE ONSITE SANDS. MIX W/COMPOST ONSITE.

FILTRATION BASIN 400



* USE ONSITE SANDS. MIX W/COMPOST ONSITE.

LEGEND

	EXISTING	PROPOSED
PROPERTY LINE		
EASEMENT LINE		
CURB LINE		
BITUMINOUS		
CONCRETE		
SANITARY SEWER		
STORM SEWER		
WATER MAIN		
OVERHEAD UTILITY		
STORM CATCH BASIN		
STORM MANHOLE		
OUTLET CONTROL STRUCTURE		
MANHOLE		
HYDRANT		
GATE VALVE		
TELEVISION BOX		
TELEPHONE BOX		
UTILITY POLE		
RETAINING WALL		
FENCE		
10' CONTOUR		
2' CONTOUR		
FEMA FLOOD PLAIN		
WETLAND LINE		
SPOT ELEVATION		
EMERGENCY OVERFLOW		
SILT FENCE (STANDARD DTL #2001)		
TREE FENCE		
TREELINE		
SOIL BORING		

1. THE CONTRACTOR SHALL CONDUCT OPERATIONS AND IMPLEMENT MINNESOTA POLLUTION CONTROL AGENCY (MPCA) BEST MANAGEMENT PRACTICES (BMP) TO CONTROL SITE SILTATION AND EROSION INTO DRAINAGE WAYS. THE CONTRACTOR SHALL COMPLY WITH ALL CONDITIONS AND COMPLETION DATES RELATIVE TO ALL PERMITS ISSUED FOR THE WORK TO BE COMPLETED. THE ENGINEER MAY ISSUE A STOP WORK ORDER FOR ALL DEVELOPMENT WORK AND BUILDING CONSTRUCTION FOR NONCOMPLIANCE WITH THESE MEASURES.
2. SEQUENCING. ALL SILT FENCE AND OTHER EROSION CONTROL MEASURES SHALL BE IN PLACE AND APPROVED BY ENGINEER PRIOR TO ANY REMOVALS, EXCAVATION OR CONSTRUCTION AND SHALL BE MAINTAINED UNTIL VIABLE TURF OR GROUND COVER HAS BEEN ESTABLISHED AND APPROVED BY THE ENGINEER.
3. SILT FENCE. THE CONTRACTOR SHALL INSTALL SILT FENCE AT THE LOCATIONS SHOWN ON THE PLANS AND IN ACCORDANCE WITH THE CITY STANDARD DETAILS. SILT FENCE DAMS AND INTERIM SUMPS SHALL BE PLACED TO INTERCEPT SILT FROM CONCENTRATED RUNOFF FROM OPEN GRADED AREAS. ADDITIONAL SILT FENCE SHALL BE REQUIRED AS DIRECTED BY THE ENGINEER.
4. STOCKPILES. ALL STOCKPILE AREAS SHALL HAVE SILT FENCE OR SEDIMENT TRAPPING SYSTEMS PLACED AROUND THE ENTIRE PERIMETER.
5. INLET PROTECTION. THE CONTRACTOR SHALL INSTALL INLET PROTECTION ON ALL EXISTING STORM SEWER INLETS IN ACCORDANCE WITH THE CITY STANDARD DETAILS. INLET PROTECTION SHALL ALSO BE PROVIDED ON ALL PROPOSED STORM SEWER INLETS IMMEDIATELY FOLLOWING CONSTRUCTION OF THE INLETS. INLET PROTECTION MUST BE INSTALLED IN A MANNER THAT WILL WITHSTAND WINDS AND RAIN FOR EXTENDED PERIODS OF TIME OR IN A MANNER THAT PRESENTS A HAZARD TO VEHICULAR OR PEDESTRIAN TRAFFIC.
6. TEMPORARY SEDIMENT BASINS. THE CONTRACTOR SHALL INCORPORATE TEMPORARY SEDIMENT BASINS THROUGHOUT THE CONSTRUCTION SITE TO CAPTURE RUNOFF AND SLOW THE FLOW OF WATER AND ALLOW SEDIMENT TO SETTLE OUT. TEMPORARY SEDIMENT BASINS SHALL BE INSTALLED AS DIRECTED BY THE CITY ENGINEER.
7. ROCK CONSTRUCTION ENTRANCE. A ROCK ENTRANCE SHALL BE CONSTRUCTED AND MAINTAINED AS SHOWN ON THE PLAN TO REDUCE TRACKING OF SILT AND DIRT ONTO THE PUBLIC STREETS. A GEOTEXTILE FABRIC SHALL BE PLACED UNDERNEATH THE ROCK. THE ROCK SHALL BE PERIODICALLY REPLENISHED TO MAINTAIN THE INTENDED PERFORMANCE. MUD AND DEBRIS SHALL BE REMOVED OR SCRAPED FROM TIRES AND VEHICLE UNDERCARRIAGE PRIOR TO LEAVING THE SITE.
8. STREET SWEEPING. ALL STREETS USED FOR ACCESS TO THE SITE AND HAUL ROUTES USED FOR CONSTRUCTION EQUIPMENT AND MATERIAL SUPPLIES SHALL BE CLEANED AT THE END OF EACH WORKING DAY. THE CITY OR ENGINEER MAY ORDER ADDITIONAL SWEEPING OF THE STREETS AS DEEMED REQUIRED AT DEVELOPER/CONTRACTOR EXPENSE.

STANDARD PLAN NOTES
GRADING AND EROSION CONTROL PLANS

FEBRUARY 2015

CITY OF LAKE ELMO | STANDARD DRAWING NO. 600A | LAKE ELMO

9. DEWATERING. EACH EXCAVATION SHALL BE KEPT DRY DURING THE COURSE OF ALL WORK HEREIN, INCLUDING SUBGRADE CORRECTION, PIPE INSTALLATION, STRUCTURE CONSTRUCTION AND BACKFILLING, TO THE EXTENT THAT NO DAMAGE FROM HYDROSTATIC PRESSURE, FLOATATION OR OTHER DAMAGE RESULTS. ALL EXCAVATIONS SHALL BE DEWATERED TO A DEPTH OF AT LEAST 3 INCHES BELOW THE BOTTOM OF THE CONCRETE SLAB OR PIPE TO BE INSTALLED THEREIN. THE CONTRACTOR MAY USE ANY METHOD OR COMBINATION OF METHODS FOR FOR DEWATERING HE CHOOSES; HOWEVER, ALL DEWATERING METHODS AND EQUIPMENT WHICH IN THE OPINION OF THE ENGINEER, ARE INEFFECTIVE SHALL BE ABANDONED, IMPROVED, REPLACED OR THERWISE ALTERED TO OBTAIN EFFECTIVE DEWATERING. THE CONTRACTOR SHALL PROVIDE ALL POWER, PUMPS, MATERIALS AND APPARATUS NECESSARY, AND SHALL BE RESPONSIBLE FOR DISPOSING OF THE WATER PUMPED FROM THE EXCAVATION IN A MANNER WHICH WILL NOT INTERFERE WITH OTHER WORK WITHIN THE AREA AND NOT TO DAMAGE PUBLIC OR PRIVATE PROPERTY. THE CONTRACTOR WILL BE HELD RESPONSIBLE FOR THE CONDITION OF ANY PIPE, CONDUIT, DITCH OR CHANNEL OR NATURAL WATERCOURSE UTILIZED FOR DRAINAGE PURPOSES, AND ALL EROSION, SEDIMENT OR OTHER ADVERSE RESULTS OF THEIR USE SHALL BE REPAIRED.
10. POSITIVE DRAINAGE AND PROTECTION. THE CONTRACTOR SHALL MAINTAIN POSITIVE DRAINAGE THROUGHOUT THE SITE AT ALL TIMES. LOW POINTS WITHIN AND ALONG ROADWAYS ARE EXPRESSLY PROHIBITED. THE CONTRACTOR SHALL BE RESPONSIBLE FOR TEMPORARY DITCHES, PIPING OR OTHER MEANS TO FACILITATE PROPER DRAINAGE DURING CONSTRUCTION. TO PROTECT PREVIOUSLY GRADED AREAS FROM EROSION, WOOD FIBER BLANKET SHALL BE PLACED IMMEDIATELY IN STEEP SLOPES (3:1 OR GREATER), 500 FT EMBANKMENTS, PERMANENT AND TEMPORARY DITCHES, AND INLETS AND OVERFLOWS TO PROTECT THE COMPLETED GRADE AND MINIMIZE SILT IN THE RUNOFF.
11. DRAINAGE DITCHES. THE NORMAL WETTED PERIMETER OF ANY TEMPORARY OR PERMANENT DRAINAGE DITCH OR SWALE THAT DRAINS WATER FROM ANY PORTION OF THE CONSTRUCTION SITE, OR DIVERTS WATER AROUND THE SITE, MUST BE STABILIZED WITHIN 200 LINEAL FEET FROM THE PROPERTY EDGE, OR FROM THE POINT OF DISCHARGE INTO ANY SURFACE WATER. STABILIZATION OF THE LAST 200 LINEAL FEET MUST BE COMPLETED WITHIN 24 HOURS AFTER CONNECTING TO A SURFACE WATER. STABILIZATION OF THE REMAINING PORTIONS OF ANY TEMPORARY OR PERMANENT DITCHES OR SWALES MUST BE COMPLETE WITHIN 14 DAYS AFTER CONNECTING TO A SURFACE WATER AND CONSTRUCTION IN THAT PORTION OF THE DITCH HAS TEMPORARILY OR PERMANENTLY CEASED. TEMPORARY OR PERMANENT DITCHES OR SWALES THAT ARE BEING USED AS A SEDIMENT CONTAINMENT SYSTEM (WITH PROPERLY DESIGNED ROCK DITCH CHECKS, BIO ROLLS, SILT DIKES, ETC.) DO NOT NEED TO BE STABILIZED. THESE AREAS MUST BE STABILIZED WITHIN 24 HOURS AFTER NO LONGER BEING USED AS A SEDIMENT CONTAINMENT SYSTEM.
12. TURF ESTABLISHMENT. ALL EXPOSED SOIL AREAS MUST BE STABILIZED AS SOON AS POSSIBLE TO LIMIT SOIL EROSION BUT IN NO CASE LATER THAN 14 DAYS AFTER THE CONSTRUCTION ACTIVITY IN THAT PORTION OF THE SITE HAS TEMPORARILY OR PERMANENTLY CEASED.

STANDARD PLAN NOTES
GRADING AND EROSION CONTOL PLANS

FEBRUARY 2015

CITY OF LAKE ELMO | STANDARD DRAWING NO. 600B | LAKE ELMO

13. MAINTENANCE AND INSPECTION. EROSION CONTROL MEASURES SHALL BE MAINTAINED THROUGHOUT THE CONSTRUCTION AND UNTIL SATISFACTORY ESTABLISHMENT OF PERMANENT GROUND COVER IS OBTAINED. ALL EROSION AND SEDIMENTATION CONTROL MEASURES, AND STORMWATER OUTFALLS MUST BE INSPECTED WEEKLY, AND WITHIN 24 HOURS OF THE SITE RECEIVING 0.5 INCHES OF RAIN. REPAIRS MUST BE MADE ON THE SAME DAY OR FOLLOWING DAY OF THE INSPECTION. UNSATISFACTORY CONDITIONS NOT REPAIRED OR CLEANED UP WITHIN 48–HOURS OF NOTIFICATION SHALL RESULT IN A STOP WORK ORDER, AND/OR SAID WORK SHALL BE COMPLETED AT CONTRACTOR'S EXPENSE.
14. REMOVAL. THE CONTRACTOR SHALL REMOVE AND DISPOSE OF ALL TEMPORARY EROSION CONTROL MEASURES, STRUCTURES AND DEVICES ONLY AFTER RECEIVING ENGINEER APPROVAL. ALL DEBRIS, STAKES, AND SILTS ALONG SILT FENCES SHALL BE REMOVED AND DISPOSED OFF SITE. THE CONTRACTOR SHALL HAND RAKE SILTED AREAS ALONG THE FENCE LOCATIONS TO PROVIDE A SMOOTH FINAL GRADE AND SHALL RESTORE THE GROUND SURFACE WITH SEED OR SOD, AS REQUIRED, TO MATCH THE FINISHED GRADE TO THE ADJACENT AREA.
15. FINAL STORM SEWER SYSTEM. AT THE COMPLETION OF THE WORK AND BEFORE THE FINAL WALK THROUGH, THE CONTRACTOR SHALL REMOVE STORM SEWER INLET PROTECTION MEASURES AND THOROUGHLY FLUSH THE STORM SEWER SYSTEM. SEDIMENT AND DEBRIS SHALL BE COMPLETELY REMOVED AND CLEANED AT THE INLETS, OUTLETS, AND DOWNSTREAM OF EACH OUTLET. RIPRAP AND GEOTEXTILE FABRIC MAY REQUIRE ADJUSTMENT AS DIRECTED BY THE ENGINEER TO OBTAIN A LIKE NEW INSTALLATION ACCEPTABLE TO THE CITY.
16. DITCH CHECK (BIOROLL BLANKET SYSTEM). BIOROLL AND BLANKET SYSTEMS SHALL BE BE INSTALLED AS DITCH CHECKS ONLY IN SPECIFIED LOCATIONS AS APPROVED BY THE CITY ENGINEER. BIOROLLS ARE NOT TO BE UTILIZED IN AREAS WHERE VEHICLE AND CONSTRUCTION TRAFFIC OCCUR.
17. FLOTATION SILT CURTAIN. FLOTATION SILT CURTAIN SHALL BE UTILIZED WHEN CONSTRUCTION ACTIVITIES OCCUR DIRECTLY ADJACENT TO LAKES, STREAMS OR WETLANDS IN ORDER TO CONTAIN SEDIMENTS NEAR THE BANKS OF WORKING AREAS. THE INSTALLATION OF FLOTATION SILT CURTAINS WILL BE REQUIRED AS DIRECTED BY THE CITY ENGINEER.
18. CONCRETE WASHOUT ONSITE. ALL LIQUID AND SOLID WASTES GENERATED BY CONCRETE WASHOUT OPERATIONS MUST BE CONTAINED IN A LEAK–PROOF CONTAINMENT FACILITY OR IMPERMEABLE LINER. A COMPACTED CLAY LINER THAT DOES NOT ALLOW WASHOUT LIQUIDS TO ENTER GROUND WATER IS CONSIDERED AN IMPERMEABLE LINER. THE LIQUID AND SOLID WASTES MUST NOT CONTACT THE GROUND, AND THERE MUST NOT BE RUNOFF FROM THE CONCRETE WASHOUT OPERATIONS OR AREAS. LIQUID AND SOLID WASTES MUST BE DISPOSED OF PROPERLY AND IN COMPLIANCE WITH MPCA REGULATIONS. A SIGN MUST BE INSTALLED ADJACENT TO EACH WASHOUT FACILITY TO INFORM CONCRETE EQUIPMENT OPERATORS TO UTILIZE THE PROPER FACILITIES.

STANDARD PLAN NOTES
GRADING AND EROSION CONTOL PLANS

FEBRUARY 2015

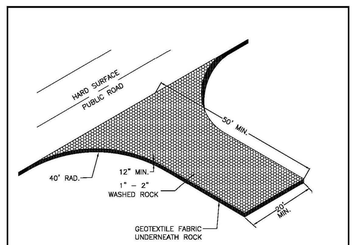
CITY OF LAKE ELMO | STANDARD DRAWING NO. 600C | LAKE ELMO

1. RESTORE ALL DISTURBED AREAS WITH 6 INCHES OF TOPSOIL CONFORMING TO MNDOT 3877.
2. PROTECT ALL STORM SEWER INLETS AS SPECIFIED HEREIN AND MAINTAIN UNTIL STREET CONSTRUCTION IS COMPLETED.
3. MAINTAIN ALL SILT FENCE AND REPAIR OR REPLACE AS NEEDED OR REQUIRED UNTIL TURF HAS BEEN ESTABLISHED.
4. RESTORATION WORK SHALL BEGIN WITHIN 7 DAYS OF FINAL GRADING.
5. A MINIMUM OF 2 ROWS OF SOD SHALL BE PLACED ADJACENT TO THE BACK OF CURBS ALONG ALL BOULEVARDS. SILT FENCE SHALL BE PLACED DIRECTLY BEHIND THE SOD IN ACCORDANCE WITH THE CITY STANDARD DETAILS.
6. BOULEVARD AND DITCH RESTORATION INCLUDES FINE GRADING, WHICH INCLUDES THE REMOVAL OF ROCKS, DEBRIS AND SOIL CHUNKS, WHILE MAINTAINING POSITIVE DRAINAGE.

STANDARD PLAN NOTES
SITE RESTORATION PLANS

FEBRUARY 2015

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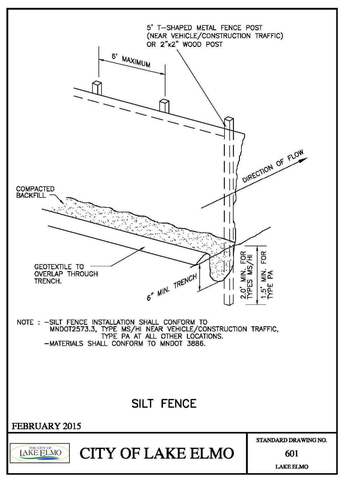


NOTES:
① MAXIMUM WIDTH OF CONSTRUCTION ENTRANCE IS 24 FEET.
② A MNDOT 3733 TYPE V GEOTEXTILE FABRIC SHALL BE USED UNDER THE ROCK TO PREVENT MIGRATION OF THE UNDERLYING SOIL INTO THE STONE.
③ CONSTRUCTION ENTRANCE IS REQUIRED FOR ALL NEW HOME CONSTRUCTION AND NEW STREET CONSTRUCTION.
④ CONSTRUCTION ENTRANCE SHALL BE MAINTAINED TO PREVENT TRACKING OF MUD ONTO ROADWAYS THAT ADJOIN THE PROJECT. THIS WILL REQUIRE PERIODIC TOP DRESSING WITH ADDITIONAL ROCK OR REMOVAL AND REINSTALATION OF THE ROCK ENTRANCE.
⑤ REMOVE MUD AND DEBRIS FROM TIRES AND VEHICLE UNDERCARRIAGE PRIOR TO LEAVING THE SITE.

ROCK CONSTRUCTION ENTRANCE

FEBRUARY 2015

CITY OF LAKE ELMO | STANDARD DRAWING NO. 605 | LAKE ELMO

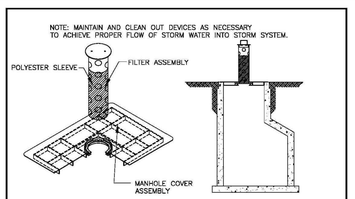


NOTE : –SILT FENCE INSTALLATION SHALL CONFORM TO MNDOT2573.3, TYPE MS/HI NEAR VEHICLE/CONSTRUCTION TRAFFIC, TYPE PA AT ALL OTHER LOCATIONS.
–MATERIALS SHALL CONFORM TO MNDOT 3886.

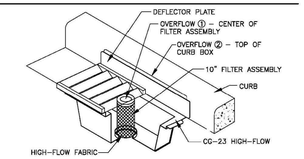
SILT FENCE

FEBRUARY 2015

CITY OF LAKE ELMO | STANDARD DRAWING NO. 601 | LAKE ELMO



WIMCO RD–23 OR APPROVED EQUAL



WIMCO CG–23 HIGH–FLOW OR APPROVED EQUAL

SEDIMENT CONTROL AROUND STORM SEWER INLET

FEBRUARY 2015

CITY OF LAKE ELMO | STANDARD DRAWING NO. 604 | LAKE ELMO

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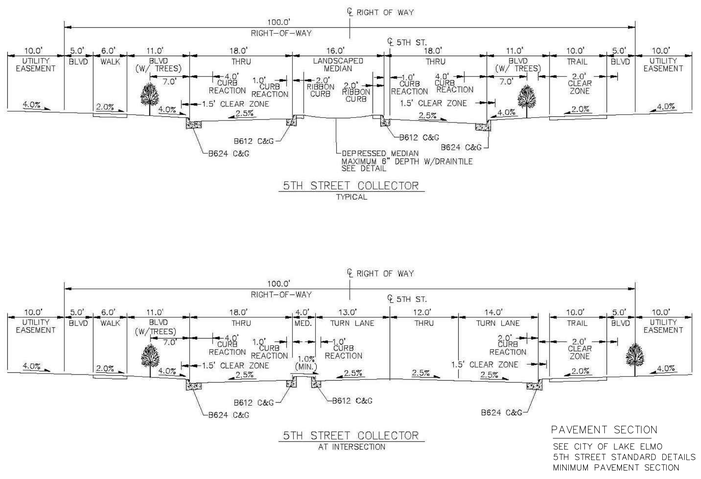
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InWood
Lake Elmo, Minnesota

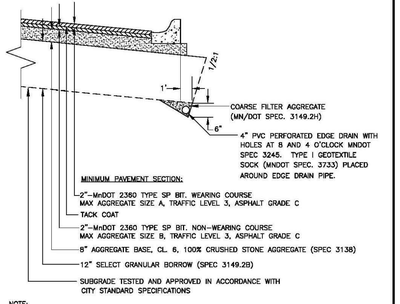
DETAILS

9 of 12

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THE CITY OF LAKE ELMO	**5TH STREET STANDARD DETAILS** MARCH 2015	**COLLECTOR TYPICAL SECTIONS**



MINIMUM PAVEMENT SECTION:

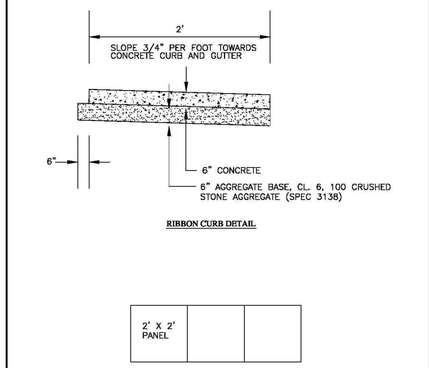
- 2"–MnDOT 2360 TYPE SP BIT. WEARING COURSE MAX AGGREGATE SIZE A, TRAFFIC LEVEL 3, ASPHALT GRADE C
- TACK COAT
- 2"–MnDOT 2360 TYPE SP BIT. NON–WEARING COURSE MAX AGGREGATE SIZE B, TRAFFIC LEVEL 3, ASPHALT GRADE C
- 8" AGGREGATE BASE, CL. 6, 100% CRUSHED STONE AGGREGATE (SPEC 3138)
- 12" SELECT GRANULAR BORROW (SPEC 3149.2B)
- SUBGRADE TESTED AND APPROVED IN ACCORDANCE WITH CITY STANDARD SPECIFICATIONS

NOTE:
1. TACK FACE OF GUTTER PRIOR TO BOTH LIFTS OF BITUMINOUS
2. 4" PVC PERFORATED EDGE DRAIN REQUIRED AT ALL LOW POINTS. EDGE DRAIN DESIGN PER APPROVAL OF CITY ENGINEER.

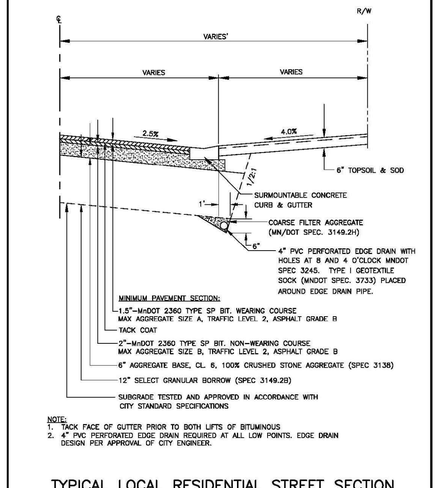
10–TON DESIGN MINIMUM

GEOTECHNICAL REPORT REQUIRED TO VERIFY MINIMUM PAVEMENT CITY SECTION OR RECOMMEND INCREASED PAVEMENT SECTION.

THE CITY OF LAKE ELMO	**5TH STREET STANDARD DETAILS** MARCH 2015	**MINIMUM PAVEMENT SECTION**



THE CITY OF LAKE ELMO	**5TH STREET STANDARD DETAILS** MARCH 2015	**STREET MEDIAN CONCRETE SURFACING**



MINIMUM PAVEMENT SECTION:

- 1.5"–MnDOT 2360 TYPE SP BIT. WEARING COURSE MAX AGGREGATE SIZE A, TRAFFIC LEVEL 2, ASPHALT GRADE B
- TACK COAT
- 2"–MnDOT 2360 TYPE SP BIT. NON–WEARING COURSE MAX AGGREGATE SIZE B, TRAFFIC LEVEL 2, ASPHALT GRADE B
- 6" AGGREGATE BASE, CL. 6, 100% CRUSHED STONE AGGREGATE (SPEC 3138)
- 12" SELECT GRANULAR BORROW (SPEC 3149.2B)
- SUBGRADE TESTED AND APPROVED IN ACCORDANCE WITH CITY STANDARD SPECIFICATIONS

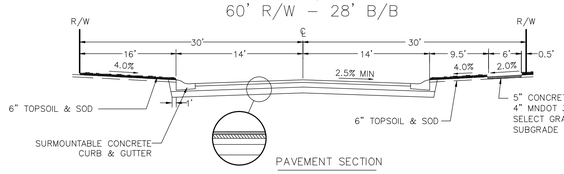
NOTE:
1. TACK FACE OF GUTTER PRIOR TO BOTH LIFTS OF BITUMINOUS
2. 4" PVC PERFORATED EDGE DRAIN REQUIRED AT ALL LOW POINTS. EDGE DRAIN DESIGN PER APPROVAL OF CITY ENGINEER.

TYPICAL LOCAL RESIDENTIAL STREET SECTION
(MINIMUM 7–TON DESIGN)

FEBRUARY 2015

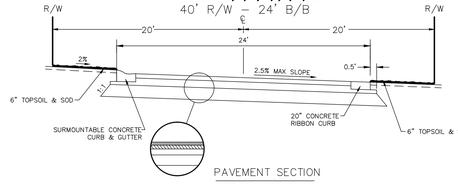
THE CITY OF LAKE ELMO	**CITY OF LAKE ELMO**	STANDARD DRAWING NO. **801** LAKE ELMO

TYPICAL STREET SECTION
STREET A, C & M
60' R/W – 28' B/B



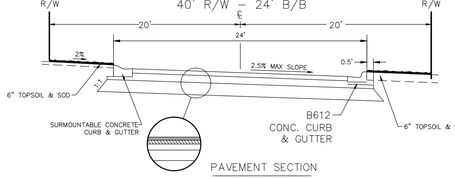
PAVEMENT SECTION
SEE CITY OF LAKE ELMO
STANDARD DRAWING #801
FOR TYPICAL STREET SECTION

TYPICAL STREET SECTION
STREET E,F,G,H,I,J,K,L&N
40' R/W – 24' B/B



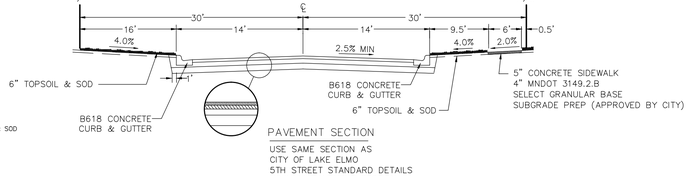
PAVEMENT SECTION
SEE CITY OF LAKE ELMO
STANDARD DRAWING #801
FOR TYPICAL STREET SECTION

TYPICAL STREET SECTION
9TH STREET N (EAST SECTION)
40' R/W – 24' B/B

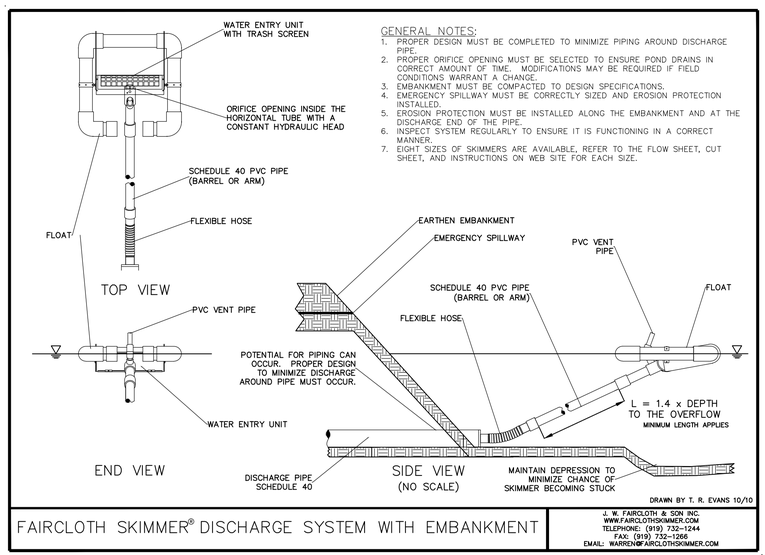


PAVEMENT SECTION
SEE CITY OF LAKE ELMO
STANDARD DRAWING #801
FOR TYPICAL STREET SECTION

TYPICAL STREET SECTION
STREET B, B–2, D & 9TH STREET (WEST SECTION)
60' R/W – 28' B/B



PAVEMENT SECTION
USE SAME SECTION AS
CITY OF LAKE ELMO
5TH STREET STANDARD DETAILS
MINIMUM PAVEMENT SECTION

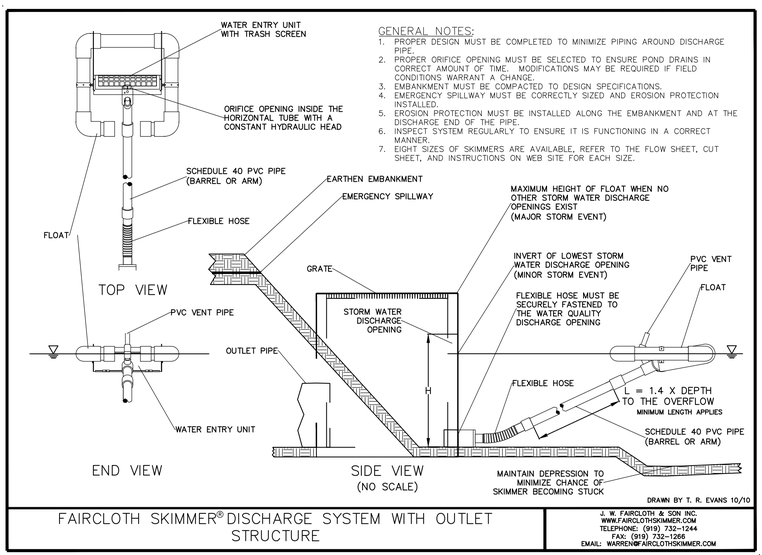


GENERAL NOTES:

1. PROPER DESIGN MUST BE COMPLETED TO MINIMIZE PIPING AROUND DISCHARGE PIPE.
2. PROPER ORIFICE OPENING MUST BE SELECTED TO ENSURE POND DRAINS IN CORRECT AMOUNT OF TIME. MODIFICATIONS MAY BE REQUIRED IF FIELD CONDITIONS WARRANT A CHANGE.
3. EMBANKMENT MUST BE COMPACTED TO DESIGN SPECIFICATIONS.
4. EMERGENCY SPILLWAY MUST BE CORRECTLY SIZED AND EROSION PROTECTION INSTALLED.
5. EROSION PROTECTION MUST BE INSTALLED ALONG THE EMBANKMENT AND AT THE DISCHARGE END OF THE PIPE.
6. INSPECT SYSTEM REGULARLY TO ENSURE IT IS FUNCTIONING IN A CORRECT MANNER.
7. EIGHT SIZES OF SKIMMERS ARE AVAILABLE, REFER TO THE FLOW SHEET, CUT SHEET, AND INSTRUCTIONS ON WEB SITE FOR EACH SIZE.

DRAWN BY T. R. EVANS 10/10

FAIRCLOTH SKIMMER® DISCHARGE SYSTEM WITH EMBANKMENT	J. W. FAIRCLOTH & SON INC. WWW.FAIRCLOTHSKIMMER.COM TELEPHONE: (919) 732–1244 FAX: (919) 732–1266 EMAIL: WARREN@FAIRCLOTHSKIMMER.COM



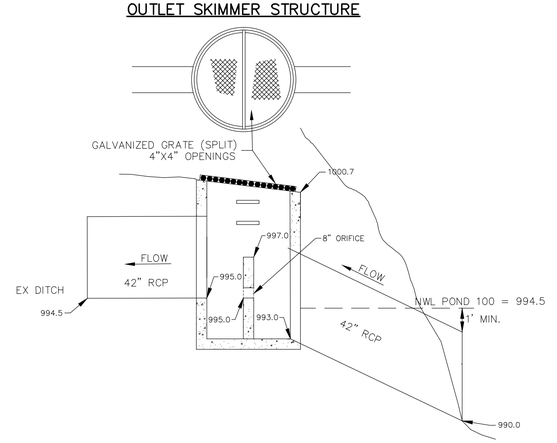
GENERAL NOTES:

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7. EIGHT SIZES OF SKIMMERS ARE AVAILABLE, REFER TO THE FLOW SHEET, CUT SHEET, AND INSTRUCTIONS ON WEB SITE FOR EACH SIZE.

DRAWN BY T. R. EVANS 10/10

FAIRCLOTH SKIMMER® DISCHARGE SYSTEM WITH OUTLET STRUCTURE	J. W. FAIRCLOTH & SON INC. WWW.FAIRCLOTHSKIMMER.COM TELEPHONE: (919) 732–1244 FAX: (919) 732–1266 EMAIL: WARREN@FAIRCLOTHSKIMMER.COM

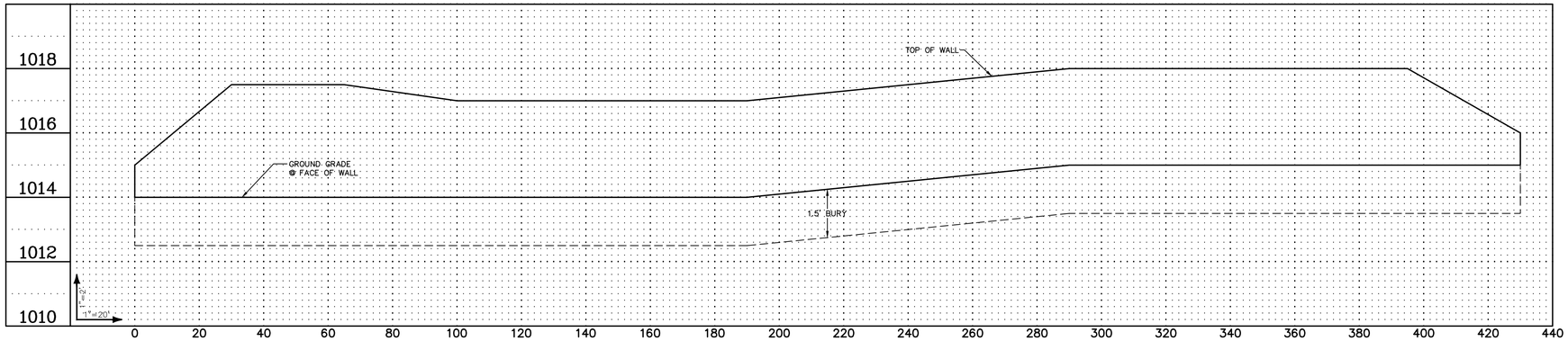
OUTLET SKIMMER STRUCTURE



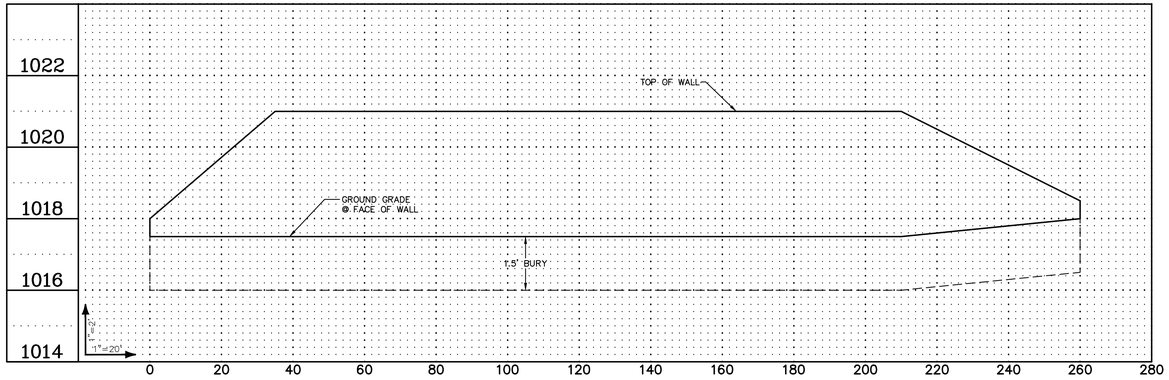
Carlson McCain • environmental • engineering • surveying	248 Apollo Drive, Suite 100 Lino Lakes, MN 55014 Phone: (763) 489-7900 Fax: (763) 489-7959 www.carlsonmccain.com	I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota Signature: Date: 02/13/15 License #: 25063	Print Name: Brian J. Krystofiak, P.E. Drawn: LC Designed: BJK Date: 02/13/15	Revisions: 1. 02/23/15 Update Bid Set Per City Comments 2. 04/06/15 Update Bid Set Per MPCA Comments 3. 04/16/15 Revise Per City Comments	**HANS HAGEN HOMES** 941 NE Hillwind Rd., Suite 300 Fridley, MN 55432	**InWood** Lake Elmo, Minnesota	**DETAILS**	10 of 12

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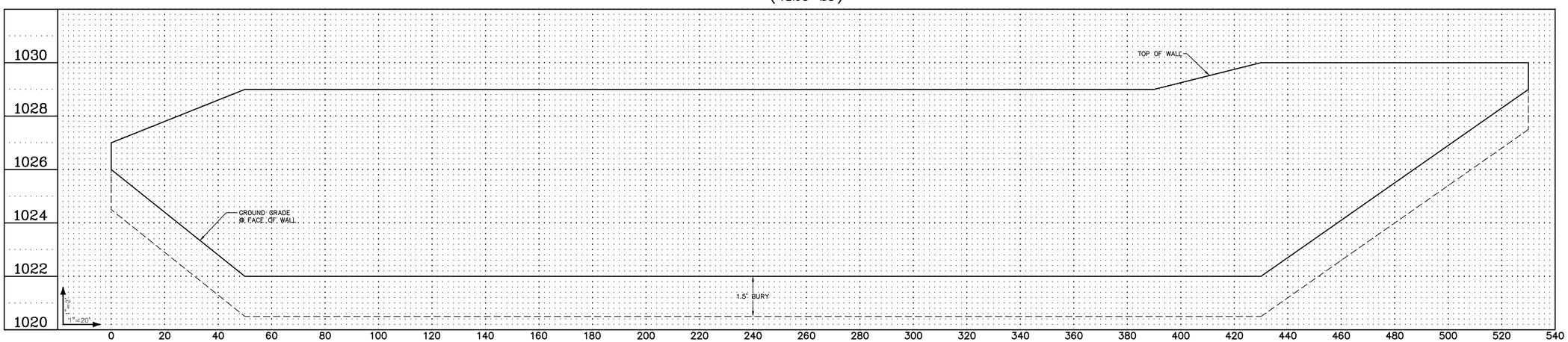
MODULAR RETAINING WALL #1
(1900 SF)



MODULAR RETAINING WALL #2
(1173 SF)



MODULAR RETAINING WALL #3
(4125 SF)



Carlson McCain
• environmental
• engineering
• surveying

248 Apollo Drive, Suite 100
Lino Lakes, MN 55014
Phone: (763) 489-7900
Fax: (763) 489-7959
www.carlsonmccain.com

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

Print Name: Brian J. Krystofiak, P.E.
Signature:
Date: 02/13/15 License #: 25063

Drawn: LC
Designed: BJK
Date: 02/13/15

Revisions:
1. 02/23/15 Update Bid Set Per City Comments

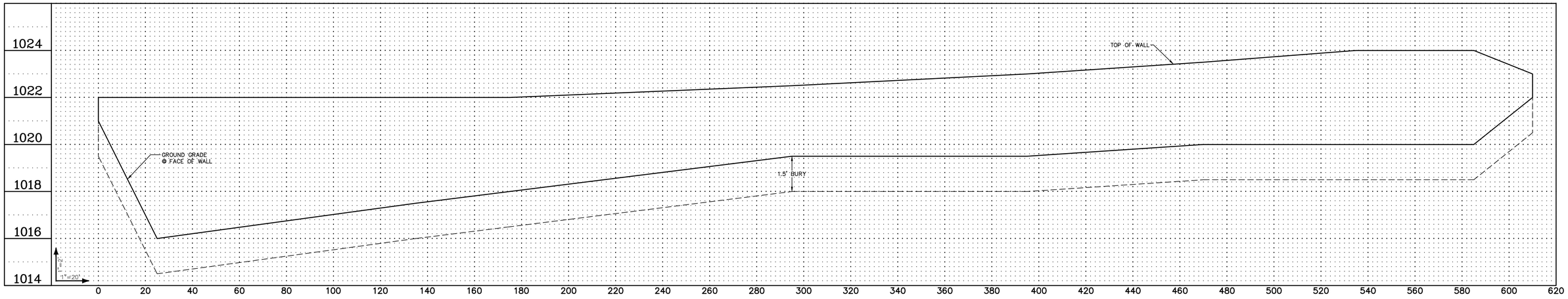
HANS HAGEN HOMES
941 NE Hillwind Rd., Suite 300
Fridley, MN 55432

InWood
Lake Elmo, Minnesota

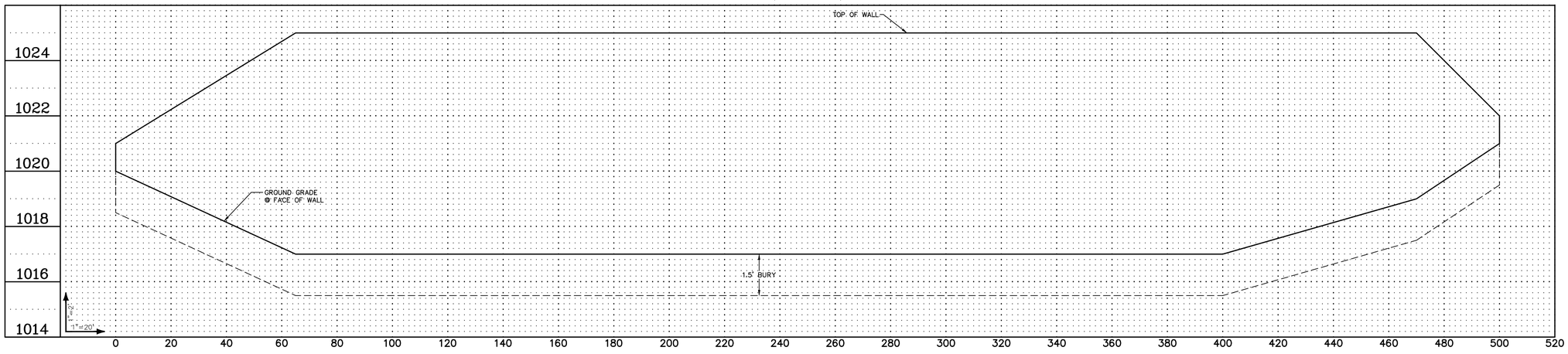
RETAINING WALL PROFILES

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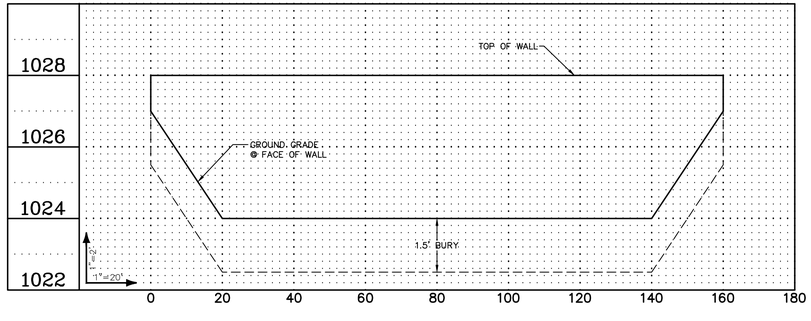
MODULAR RETAINING WALL #4
(3264 SF)



MODULAR RETAINING WALL #5
(4318 SF)



MODULAR RETAINING WALL #6
(820 SF)



Carlson McCain
• environmental
• engineering
• surveying

248 Apollo Drive, Suite 100
Lino Lakes, MN 55014
Phone: (763) 489-7900
Fax: (763) 489-7959
www.carlsonmccain.com

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

Print Name: Brian J. Krystofiak, P.E.
Signature:
Date: 02/13/15 License #: 25063

Drawn: LC
Designed: BJK
Date: 02/13/15

Revisions:
1. 02/23/15 Update Bid Set Per City Comments

HANS HAGEN HOMES
941 NE Hillwind Rd., Suite 300
Fridley, MN 55432

InWood
Lake Elmo, Minnesota

RETAINING WALL PROFILES

Save Date: 02/27/15 F:\jobs\5161 - 5180\5172 - lake elmo property\cad\engineer\final grading\5172_40h.dwg

PROJECT NAME: InWood
PROJECT LOCATION: Lake Elmo, MN
CARLSON PROJECT NO.: 5172-00
DATE: 10/23/14
BY: JJO
Rev.: 02/16/15

DESIGN CRITERIA	
Storm Frequency	10 year
Manning's "n"	0.013
"C" coefficient	varies

Carlson McCain
ENVIRONMENTAL • ENGINEERING • SURVEYING

LOCATION		STRUCTURE	AREA	"C" COEFFICIENT			GENERAL		DESIGN						PROFILE INFORMATION			
CBMH (from)	CBMH (to)	Size	Inc. Area (ac)	Inc. "C"	Inc. CA	Cum. CA	T (min)	I (in/hr)	Q = CAI (cfs)	D (in)	% Grade	Q_{full} (cfs)	V_{full} (fps)	L (ft)	Invert (in)	Invert (out)	Rim El.	Build (ft)
399	398	27	0.51	0.3	0.15	0.15	12	5.4	0.83	12	0.70%	2.98	3.79	128	1026.00	1025.10	1030.50	4.50
398	397	48	0.50	0.3	0.15	0.30	12	5.4	1.64	15	0.50%	4.56	3.72	176	1024.94	1024.06	1029.50	4.56
397	382	48	0.53	0.3	0.16	0.46	12	5.4	2.50	15	1.30%	7.36	6.00	210	1024.06	1021.33	1029.00	4.94
396	382	24x36	0.37	0.45	0.16	0.16	10	5.8	0.96	12	0.45%	2.39	3.04	26	1021.71	1021.59	1026.21	4.50
395	381	48	2.65	0.3	0.80	0.80	23	3.8	3.03	15	0.50%	4.56	3.72	134	1023.00	1022.33	1027.50	4.50
391	390	24x36	0.15	0.45	0.07	0.07	10	5.8	0.40	12	0.45%	2.39	3.04	75	1018.62	1018.28	1023.12	4.50
390	380	48	0.17	0.45	0.08	0.15	10	5.8	0.86	15	0.45%	4.33	3.53	26	1018.12	1018.00	1025.43	7.31
385	383	27	1.46	0.3	0.44	0.44	22	3.9	1.71	12	0.45%	2.39	3.04	70	1022.00	1021.69	1026.50	4.50
384	383	27	2.27	0.3	0.68	0.68	22	3.9	2.66	12	0.60%	2.76	3.51	32	1023.50	1023.31	1028.00	4.50
383	382	48	0.00	0.45	0.00	1.12	22	3.9	4.37	15	0.50%	4.56	3.72	211	1021.52	1020.46	1028.34	6.82
382	381	48	0.85	0.45	0.38	2.13	22	3.9	8.31	18	0.65%	8.46	4.79	119	1020.30	1019.52	1026.21	5.91
381	380	48	0.00	0.45	0.00	2.93	23	3.8	11.13	21	0.50%	11.20	4.65	152	1019.36	1018.60	1026.98	7.62
380	FES	48	0.38	0.45	0.17	3.25	23	3.8	12.34	24	0.40%	14.30	4.55	87	1016.85	1016.50	1025.43	8.58
st372	371		0.73	0.65	0.47	0.47	11	5.6	2.66	15	0.45%	4.33	3.53	27	1006.50	1006.38	1010.00	3.50
371	370	48	0.37	0.65	0.24	0.71	11	5.6	4.00	15	0.45%	4.33	3.53	34	1006.38	1006.23	1011.09	4.71
370	FES	48	0.32	0.65	0.21	0.92	11	5.6	5.15	15	0.65%	5.20	4.24	35	1006.23	1006.00	1011.09	4.86
st362	361		1.98	0.65	1.29	1.29	11	5.6	7.22	18	1.00%	10.50	5.94	27	1008.00	1007.73	1016.00	8.00
361	360	48	0.13	0.65	0.09	1.38	11	5.6	7.70	18	1.00%	10.50	5.94	26	1007.73	1007.47	1016.42	8.69
360	FES	48	0.11	0.65	0.07	1.45	11	5.6	8.10	18	1.00%	10.50	5.94	70	1006.70	1006.00	1016.42	9.72
351	333	27	0.52	0.65	0.34	0.34	13	5.3	1.79	12	1.00%	3.56	4.53	88	1021.00	1020.12	1025.50	4.50
st350	333		3.00	0.65	1.95	1.95	11	5.6	10.92	21	0.70%	13.25	5.51	53	1020.00	1019.63	1028.00	8.00
348	347		0.22	0.65	0.15	0.15	10	5.8	0.84	12	0.50%	2.52	3.21	26	1014.36	1014.23	1018.86	4.50
347	345		0.22	0.65	0.14	0.29	10	5.8	1.68	15	0.50%	4.56	3.72	42	1014.06	1013.85	1018.86	4.80
st346	345		1.74	0.65	1.13	1.13	12	5.4	6.10	18	0.70%	8.78	4.97	29	1014.50	1014.30	1024.00	9.50
345	331	48	0.27	0.65	0.17	1.59	12	5.4	8.60	18	0.70%	8.78	4.97	26	1013.69	1013.50	1019.46	5.77
st341	340		1.86	0.65	1.21	1.21	12	5.4	6.54	18	0.80%	9.39	5.31	35	1012.80	1012.52	1021.00	8.20

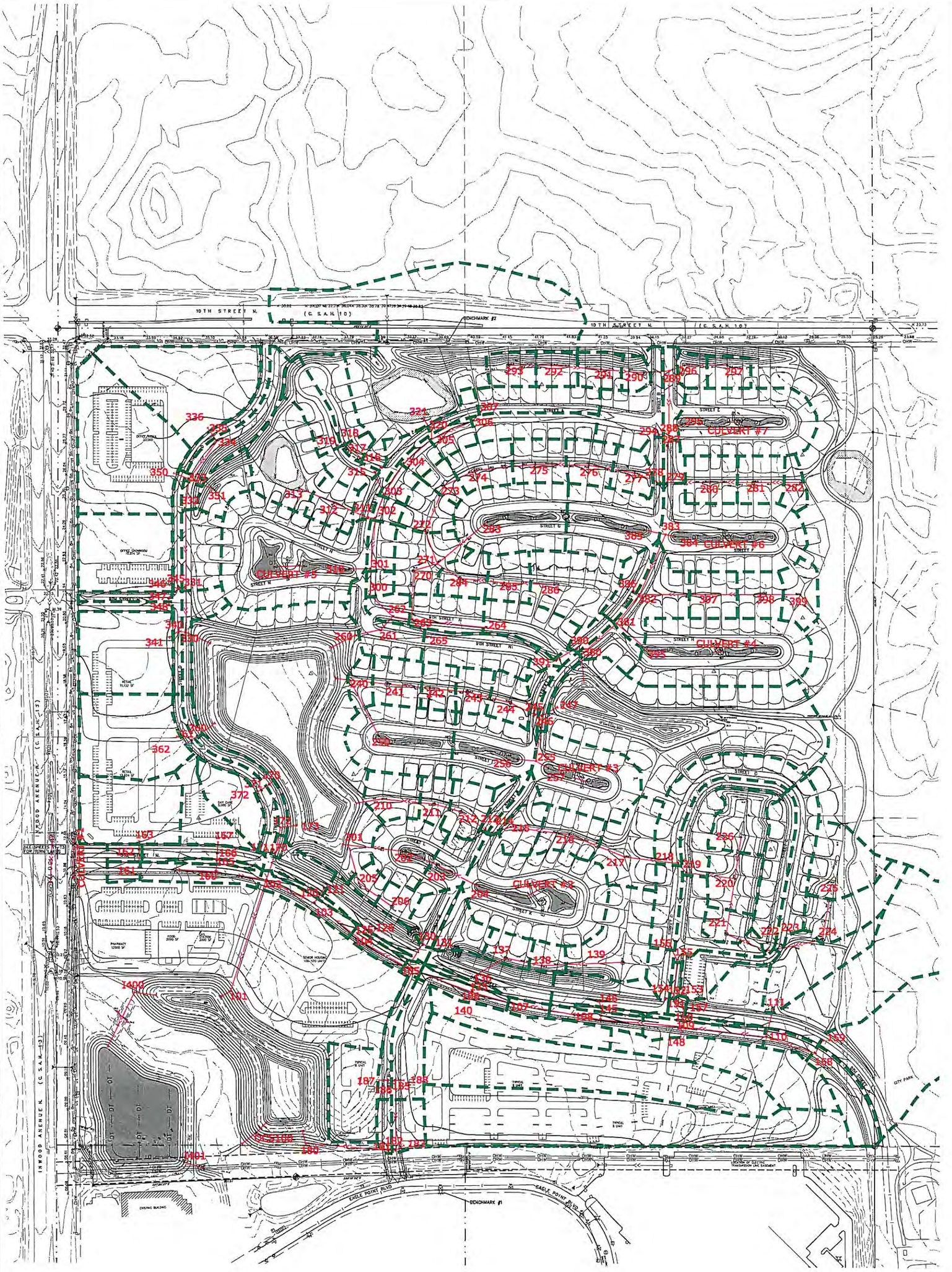
340	330	48	0.23	0.65	0.15	1.36	12	5.4	7.36	18	0.80%	9.39	5.31	26	1012.52	1012.31	1017.55	5.03
st336	335		2.47	0.65	1.61	1.61	13	5.3	8.51	21	0.50%	11.20	4.65	27	1020.80	1020.67	1032.00	11.20
335	334	48	0.34	0.65	0.22	1.83	13	5.3	9.68	21	0.50%	11.20	4.65	26	1020.67	1020.54	1027.64	6.98
334	333	48	0.74	0.65	0.48	2.31	13	5.3	12.24	21	0.60%	12.26	5.10	152	1020.54	1019.62	1027.64	7.11
333	332	54	0.03	0.65	0.02	4.62	13	5.3	24.49	24	1.20%	24.76	7.88	95	1019.45	1018.31	1028.04	8.59
332	331	48	0.11	0.65	0.07	4.69	13	5.3	24.87	24	1.80%	30.33	9.65	258	1018.31	1013.67	1025.92	7.61
331	330	54	0.73	0.65	0.47	6.76	13	5.3	35.82	27	1.60%	39.14	9.84	141	1013.00	1010.75	1019.46	6.46
330	FES	54	0.45	0.65	0.30	8.42	13	5.3	44.61	36	0.45%	44.71	6.32	87	1006.39	1006.00	1017.54	11.15
fes 321	320		6.86	0.3	2.06	2.06	33	3.3	6.79	18	12.40%	36.96	20.92	42	1029.50	1024.29	1029.50	0.00
320	305	48	0.20	0.45	0.09	2.15	33	3.3	7.09	18	0.70%	8.78	4.97	30	1024.29	1024.08	1030.67	6.38
319	318		0.61	0.45	0.27	0.27	13	5.3	1.44	12	0.50%	2.52	3.21	26	1024.87	1024.74	1029.37	4.50
318	317		0.66	0.45	0.29	0.57	13	5.3	3.01	15	0.50%	4.56	3.72	72	1024.57	1024.21	1029.37	4.80
317	316		0.12	0.45	0.05	0.62	13	5.3	3.29	15	1.85%	8.78	7.15	71	1024.21	1022.90	1028.95	4.74
316	315	24x36	0.12	0.45	0.06	0.68	13	5.3	3.59	15	0.50%	4.56	3.72	29	1022.90	1022.75	1028.29	5.39
315	303	48	0.32	0.45	0.15	0.82	13	5.3	4.36	15	0.50%	4.56	3.72	77	1022.75	1022.37	1028.42	5.67
313	312	27	1.39	0.3	0.42	0.42	22	3.9	1.62	12	0.50%	2.52	3.21	121	1022.50	1021.90	1027.00	4.50
312	311	48	0.46	0.3	0.14	0.55	22	3.9	2.16	15	0.50%	4.56	3.72	116	1021.73	1021.15	1027.00	5.27
311	302	48	0.44	0.45	0.20	0.75	22	3.9	2.93	15	0.50%	4.56	3.72	26	1021.15	1021.02	1026.43	5.28
310	301	27	3.12	0.3	0.94	0.94	23	3.8	3.56	15	0.50%	4.56	3.72	70	1018.50	1018.15	1023.00	4.50
307	306	24x36	0.76	0.45	0.34	0.34	12	5.4	1.85	12	0.50%	2.52	3.21	38	1027.50	1027.31	1032.00	4.50
306	305	48	0.77	0.45	0.35	0.69	13	5.3	3.66	15	1.00%	6.45	5.26	147	1027.14	1025.67	1031.86	4.72
305	304	48	0.27	0.45	0.12	2.96	33	3.3	9.77	21	0.50%	11.20	4.65	120	1023.92	1023.32	1030.44	6.52
304	303	48	0.22	0.45	0.10	3.06	33	3.3	10.10	21	0.50%	11.20	4.65	120	1023.32	1022.72	1028.58	5.26
303	302	72	0.22	0.45	0.10	3.98	33	3.3	13.15	21	1.20%	17.34	7.21	79	1022.04	1021.09	1027.29	5.25
302	301	48	0.15	0.45	0.07	4.81	33	3.3	15.86	21	2.40%	24.53	10.20	163	1020.69	1016.77	1026.47	5.79
301	300	48	0.32	0.45	0.14	5.89	33	3.3	19.42	21	1.80%	21.24	8.83	85	1016.77	1015.24	1024.21	7.44
300	262	48	0.16	0.45	0.07	5.96	33	3.3	19.66	27	1.00%	30.95	7.78	101	1014.91	1013.90	1022.50	7.59
297	296	27	0.33	0.3	0.10	0.10	11	5.6	0.55	12	0.50%	2.52	3.21	137	1028.50	1027.82	1033.00	4.50
296	289	48	0.23	0.3	0.07	0.17	11	5.6	0.94	15	0.50%	4.56	3.72	53	1027.65	1027.38	1033.00	5.35
295	288	27	2.07	0.3	0.62	0.62	25	3.7	2.29	12	0.50%	2.52	3.21	48	1026.50	1026.26	1031.00	4.50
294	288	24x36	0.98	0.45	0.44	0.44	12	5.4	2.39	12	0.50%	2.52	3.21	34	1026.83	1026.66	1031.33	4.50
293	292	27	0.39	0.3	0.12	0.12	12	5.4	0.63	12	0.50%	2.52	3.21	138	1027.50	1026.81	1032.00	4.50
292	291	48	0.34	0.3	0.10	0.22	12	5.4	1.19	15	0.40%	4.08	3.33	159	1026.64	1026.01	1033.00	6.36
291	290	48	0.38	0.3	0.11	0.33	12	5.4	1.80	15	0.40%	4.08	3.33	137	1026.01	1025.46	1033.00	6.99
290	289	48	0.21	0.3	0.06	0.40	12	5.4	2.15	15	0.40%	4.08	3.33	81	1025.46	1025.14	1033.00	7.54
289	288	48	0.00	0.45	0.00	0.57	12	5.4	3.06	15	0.40%	4.08	3.33	200	1025.14	1024.34	1035.83	10.69
288	287	48	0.00	0.45	0.00	1.63	12	5.4	8.79	18	0.75%	9.09	5.14	41	1024.17	1023.86	1031.49	7.32
287	279	48	0.38	0.45	0.17	1.80	12	5.4	9.71	21	0.40%	10.01	4.16	119	1023.69	1023.22	1031.20	7.51

286	285	27	1.28	0.3	0.38	0.38	17	4.6	1.76	12	0.45%	2.39	3.04	160	1018.50	1017.78	1023.00	4.50
285	284	48	0.49	0.3	0.15	0.53	17	4.6	2.43	15	0.35%	3.82	3.11	143	1017.61	1017.11	1022.50	4.89
284	271	48	0.45	0.3	0.14	0.66	17	4.6	3.06	15	0.35%	3.82	3.11	85	1017.11	1016.82	1022.00	4.89
283	271	27	1.69	0.3	0.51	0.51	21	4	2.03	12	1.00%	3.56	4.53	210	1022.00	1019.90	1026.50	4.50
282	281	27	0.25	0.3	0.08	0.08	12	5.4	0.41	12	0.60%	2.76	3.51	150	1026.50	1025.60	1031.00	4.50
281	280	48	0.52	0.3	0.16	0.23	13	5.3	1.23	15	0.35%	3.82	3.11	138	1025.43	1024.95	1030.00	4.57
280	279	48	0.59	0.3	0.18	0.41	13	5.3	2.16	15	0.35%	3.82	3.11	136	1024.95	1024.47	1029.50	4.55
279	278	54	0.20	0.45	0.09	2.30	13	5.3	12.17	24	0.35%	13.37	4.26	26	1023.05	1022.96	1029.76	6.71
278	277	48	0.17	0.45	0.08	2.37	13	5.3	12.57	24	0.35%	13.37	4.26	85	1022.96	1022.66	1029.76	6.80
277	276	48	0.39	0.3	0.12	2.49	13	5.3	13.19	24	0.40%	14.30	4.55	148	1022.66	1022.07	1028.50	5.84
276	275	48	0.49	0.3	0.15	2.64	13	5.3	13.98	24	0.40%	14.30	4.55	171	1022.07	1021.39	1029.00	6.93
275	274	48	0.56	0.3	0.17	2.81	13	5.3	14.87	24	0.45%	15.16	4.83	196	1021.39	1020.51	1028.50	7.11
274	273	48	0.61	0.3	0.18	2.99	13	5.3	15.85	24	0.50%	15.98	5.09	109	1020.51	1019.96	1027.50	6.99
273	272	48	0.25	0.3	0.07	3.07	13	5.3	16.25	24	0.55%	16.76	5.34	158	1019.96	1019.09	1028.00	8.04
272	271	48	0.49	0.3	0.15	3.21	13	5.3	17.02	24	0.60%	17.51	5.57	110	1019.09	1018.43	1026.00	6.91
271	270	66	0.00	0.3	0.00	4.38	21	4	17.53	24	0.65%	18.22	5.80	80	1016.32	1015.80	1024.40	8.08
270	263	54	0.85	0.3	0.26	4.64	21	4	18.55	24	0.70%	18.91	6.02	160	1015.80	1014.68	1022.00	6.20
265	263	24x36	0.92	0.45	0.41	0.41	13	5.3	2.19	12	1.00%	3.56	4.53	72	1017.22	1016.50	1021.72	4.50
264	263	24x36	0.79	0.45	0.36	0.36	11	5.6	2.00	12	0.60%	2.76	3.51	239	1017.97	1016.54	1022.47	4.50
263	262	60	0.61	0.45	0.28	5.69	21	4	22.74	27	0.55%	22.95	5.77	62	1014.51	1014.17	1021.28	6.77
262	261	66	0.27	0.45	0.12	11.77	33	3.3	38.83	33	0.55%	39.19	6.60	57	1013.57	1013.25	1021.05	7.48
261	260	54	0.72	0.45	0.32	12.09	33	3.3	39.90	33	0.60%	40.93	6.89	84	1013.25	1012.75	1020.97	7.72
260	FES	60	0.00	0.3	0.00	12.09	33	3.3	39.90	36	0.40%	42.15	5.96	88	1006.35	1006.00	1021.00	14.65
257	255	Det. G	1.64	0.30	0.49	0.49	19	4.3	2.11	12	0.45%	2.39	3.04	46	1014.00	1013.79	1018.50	4.50
256	255	Det. G	3.27	0.30	0.37	0.37	20	4.2	1.53	12	0.45%	2.39	3.04	59	1012.50	1012.23	1017.00	4.50
255	246	48	0.00	0.45	0.00	0.86	20	4.2	3.59	15	0.45%	4.33	3.53	150	1012.07	1011.39	1019.52	7.45
250	240	Det. G	1.62	0.30	0.49	0.49	20	4.2	2.04	12	1.15%	3.82	4.86	200	1011.90	1008.70	1015.50	4.50
6000 247	246				0.00	0.00	20	4.2	0.00	36	1.00%	179.33	24.95	57	1016.50	1012.31	1016.50	0.00
246	245	60	0.30	0.45	0.03	0.04	20	4.2	0.06	36	0.40%	42.15	5.96	26	1010.25	1010.12	1015.51	5.26
245	244	60	0.22	0.45	0.11	1.84	20	4.2	4.57	36	0.40%	42.15	5.96	84	1010.12	1009.78	1015.51	5.39
244	243	60	0.45	0.45	0.23	1.17	20	4.2	6.93	36	0.40%	42.15	5.96	145	1009.78	1009.21	1015.10	5.32
243	242	60	0.16	0.30	0.11	1.28	20	4.2	7.87	36	0.40%	42.15	5.96	120	1009.21	1008.73	1015.00	5.79
242	241	60	0.37	0.30	0.11	1.39	20	4.2	8.84	36	0.40%	42.15	5.96	138	1008.73	1008.18	1017.50	8.77
241	240	60	0.54	0.30	0.16	1.55	20	4.2	9.93	36	0.40%	42.15	5.96	120	1008.18	1007.70	1016.00	7.82
240	FES	60	0.22	0.30	0.08	2.12	20	4.2	8.90	36	0.30%	30.50	5.16	46	1006.14	1006.00	1015.20	7.06
226	220	48	0.81	0.30	0.24	0.24	15	4.9	1.20	12	1.15%	3.82	4.86	135	1012.50	1010.95	1017.00	4.50
225	224	48	1.00	0.30	0.30	0.30	17	4.6	1.38	12	2.40%	5.52	7.02	130	1017.50	1014.38	1022.00	4.50
224	223	48	0.89	0.30	0.27	0.57	19	4.3	2.43	15	0.50%	4.56	3.72	147	1014.21	1013.48	1020.00	5.79
223	222	48	0.86	0.45	0.39	0.95	19	4.3	4.09	15	0.50%	4.56	3.72	37	1013.48	1013.29	1020.67	7.19

222	221	48	0.92	0.45	0.42	1.37	19	4.3	5.88	15	1.20%	7.07	5.76	137	1013.29	1011.65	1019.92	6.63
221	220	48	0.33	0.30	0.10	1.47	19	4.3	6.30	18	0.40%	6.64	3.76	180	1011.48	1010.76	1016.00	4.52
220	219	48	0.72	0.30	0.22	1.93	19	4.3	8.28	21	0.30%	8.67	3.61	156	1010.60	1010.13	1015.50	4.90
219	218	48	0.76	0.45	0.34	2.27	19	4.3	9.76	24	0.30%	12.38	3.94	41	1009.96	1009.84	1016.88	6.92
218	217	48	1.18	0.45	0.53	2.80	19	4.3	12.04	24	0.30%	12.38	3.94	170	1009.84	1009.33	1017.42	7.58
217	216	48	1.03	0.30	0.31	3.11	19	4.3	13.37	24	0.35%	13.37	4.26	191	1009.33	1008.66	1015.00	5.67
216	215	48	0.63	0.30	0.19	3.30	19	4.3	14.19	24	0.40%	14.30	4.55	189	1008.06	1007.90	1015.00	6.34
215	214	48	0.41	0.30	0.12	3.42	19	4.3	14.71	24	0.45%	15.16	4.83	65	1007.90	1007.61	1015.00	7.10
214	213	48	0.21	0.45	0.09	3.52	19	4.3	15.12	27	0.30%	16.95	4.26	26	1007.44	1007.37	1015.61	8.17
213	212	48	0.23	0.45	0.10	3.62	19	4.3	15.56	27	0.30%	16.95	4.26	96	1007.37	1007.08	1015.61	8.24
212	211	48	0.51	0.30	0.15	3.77	19	4.3	16.22	27	0.30%	16.95	4.26	89	1007.08	1006.81	1014.00	6.92
211	210	48	0.32	0.30	0.10	3.87	19	4.3	15.64	27	0.30%	16.95	4.26	166	1006.81	1006.31	1014.00	7.19
210	FES	48	0.57	0.30	0.17	4.04	19	4.3	17.37	27	0.35%	18.31	4.60	86	1006.31	1006.01	1012.50	6.19
206	205	Des. G	0.27	0.3	0.08	0.08	14	5.1	0.42	12	0.50%	2.52	3.21	130	1009.50	1008.85	1014.00	4.50
205	201	48	0.22	0.3	0.06	0.15	14	5.1	0.75	35	1.80%	8.66	7.96	126	1008.68	1006.42	1013.50	4.82
204	203	Des. G	2.72	0.45	1.22	1.22	21	4	4.90	18	0.45%	7.04	3.98	153	1007.91	1007.22	1012.50	4.59
203	202	48	0.35	0.45	0.25	1.47	21	4	5.89	18	0.50%	7.42	4.20	107	1007.22	1006.69	1012.50	5.28
202	201	48	0.91	0.45	0.41	1.88	21	4	7.52	21	0.25%	7.92	3.29	185	1006.52	1006.06	1012.00	5.48
201	FES	48	0.00	0.3	0.00	2.03	21	4	8.11	21	0.30%	8.67	3.61	20	1006.06	1006.00	1012.00	5.94
st188	185		3.95	0.75	2.97	2.97	12	5.4	16.02	24	0.70%	18.91	6.02	27	1000.43	1000.24	1007.00	6.57
st187	186		1.13	0.45	0.51	0.51	12	5.4	2.75	15	0.50%	4.56	3.72	27	1001.00	1000.87	1007.00	6.00
186	185	48	0.32	0.45	0.14	0.65	12	5.4	3.53	15	0.50%	4.56	3.72	26	1000.87	1000.74	1006.92	6.05
185	182	54	0.84	0.45	0.38	4.00	12	5.4	21.59	27	0.50%	21.88	5.50	226	1000.07	998.94	1006.92	6.85
st183	182		4.71	0.75	3.54	3.54	12	5.4	19.09	27	0.50%	21.88	5.50	30	999.10	998.95	1007.00	7.90
182	181	66	0.39	0.45	0.18	7.71	12	5.4	41.64	33	0.65%	42.60	7.17	26	998.61	998.44	1004.65	6.04
181	180	54	0.18	0.45	0.08	7.79	12	5.4	42.07	33	0.65%	42.60	7.17	264	998.44	996.72	1004.67	6.23
180	FES	54	0.00	0.3	0.00	7.79	12	5.4	42.07	36	0.40%	42.15	5.96	43	994.17	994.00	1004.00	9.83
p200 173	172		0.00	0.30	0.00	0.00		0	0.00	48	0.50%	101.49	8.08	54	1006.00	1005.73	1006.00	0.00
172	170	96	0.00	0.45	0.00	0.00		0	0.00	48	0.50%	101.49	8.08	86	1005.73	1005.30	1012.77	7.04
171	170	24x36	0.07	0.45	0.03	0.03	10	5.8	0.18	12	1.00%	3.56	4.53	39	1007.69	1007.30	1012.19	4.50
170	302	78	0.05	0.45	0.02	0.05	10	5.8	0.31	48	0.50%	101.49	8.08	90	1005.30	1004.85	1012.26	6.96
st167	166		0.74	0.45	0.33	0.33	12	5.4	1.80	15	0.50%	4.56	3.72	37	1004.50	1004.32	1011.00	6.50
166	165	48	0.45	0.45	0.20	0.54	12	5.4	2.90	15	0.50%	4.56	3.72	22	1004.32	1004.21	1010.39	5.88
165	160	48	0.10	0.45	0.04	0.58	12	5.4	3.14	15	0.50%	4.56	3.72	38	1004.21	1004.02	1010.33	6.13
st163	162		1.63	0.45	0.73	0.73	12	5.4	3.96	15	0.50%	4.56	3.72	28	1007.65	1007.51	1013.00	5.35
162	161	48	0.15	0.45	0.07	0.80	12	5.4	4.33	15	0.50%	4.56	3.72	60	1007.51	1007.21	1012.35	4.84
161	160	48	0.15	0.45	0.07	0.87	12	5.4	4.70	18	1.20%	11.50	6.51	248	1007.04	1004.07	1012.57	5.53
160	102	48	0.52	0.45	0.23	1.69	12	5.4	9.10	18	0.80%	9.39	5.31	163	1003.85	1002.54	1009.97	6.12

159	157	24x36	5.25	0.30	1.58	1.58	26	3.4	5.36	15	0.70%	5.40	4.40	51	1011.32	1010.96	1015.82	4.50
158	110	48	0.71	0.45	0.32	1.90	26	3.7	7.01	15	1.60%	8.16	6.65	165	1010.96	1008.32	1015.82	4.86
157	151	24x36	4.49	0.45	2.02	2.02	27	3.3	6.66	12	1.00%	3.56	4.53	10	1005.40	1005.30	1009.90	4.50
156	155	24x36	0.51	0.45	0.23	0.23	11	5.6	1.29	12	1.50%	4.36	5.55	46	1008.73	1008.04	1013.23	4.50
155	152	48	0.73	0.45	0.33	0.56	11	5.6	3.13	15	1.30%	7.36	6.00	120	1007.87	1006.31	1012.65	4.78
154	152	Des. G	0.27	0.45	0.12	0.12	11	5.6	0.68	12	0.50%	2.52	3.21	27	1006.57	1006.44	1011.07	4.50
153	152	48	0.55	0.45	0.25	0.25	11	5.6	1.38	12	6.00%	8.72	11.10	31	1008.50	1006.64	1013.00	4.50
152	151	48	0.08	0.45	0.04	0.96	11	5.6	5.40	15	1.80%	8.66	7.06	48	1006.27	1005.40	1011.14	4.87
151	150	48	0.08	0.45	0.03	3.02	27	3.3	9.96	18	0.90%	9.96	5.63	38	1005.24	1004.90	1009.85	4.61
150	109	48	0.10	0.45	0.04	3.06	27	3.3	10.10	21	0.45%	10.62	4.42	22	1004.73	1004.63	1010.21	5.48
148	109		1.70	0.75	1.27	1.27	14	5.1	6.49	18	0.50%	7.42	4.20	33	1004.80	1004.64	1011.00	6.20
146	145	24x36	0.79	0.45	0.36	0.36	10	5.8	2.06	12	0.50%	2.52	3.21	26	1004.69	1004.56	1009.19	4.50
145	108	48	0.07	0.45	0.03	0.39	10	5.8	2.25	15	0.50%	4.56	3.72	38	1004.39	1004.20	1009.33	4.94
st140	106		1.00	0.75	0.75	0.75	13	5.3	3.96	18	0.50%	7.42	4.20	32	1001.40	1001.24	1009.00	7.60
139	138	Des. G	1.31	0.30	0.39	0.39	19	4.3	1.70	12	0.50%	2.52	3.21	260	1007.50	1006.20	1012.00	4.50
138	137	48	0.24	0.30	0.07	0.47	19	4.3	2.00	15	0.50%	4.56	3.72	118	1006.03	1005.44	1014.50	8.47
137	136	48	0.33	0.30	0.10	0.57	19	4.3	2.43	15	2.00%	9.13	7.44	104	1005.44	1003.36	1014.00	8.56
136	135	48	0.80	0.45	0.36	0.93	19	4.3	3.99	15	0.50%	4.56	3.72	38	1003.36	1003.17	1008.47	5.11
135	106	48	0.08	0.45	0.03	0.96	19	4.3	4.14	15	0.50%	4.56	3.72	22	1003.17	1003.06	1008.83	5.66
131	130	24x36	0.48	0.45	0.21	0.21	11	5.6	1.20	12	0.50%	2.52	3.21	55	1006.00	1005.73	1010.50	4.50
130	105	48	0.40	0.45	0.18	0.39	11	5.6	2.21	15	0.50%	4.56	3.72	91	1005.56	1005.10	1010.75	5.19
126	125	24x36	0.67	0.45	0.30	0.30	11	5.6	1.68	12	0.50%	2.52	3.21	22	1004.15	1004.04	1008.65	4.50
125	104	48	0.08	0.45	0.04	0.34	11	5.6	1.88	15	0.50%	4.56	3.72	38	1003.87	1003.68	1008.79	4.92
121	120	24x36	0.41	0.45	0.19	0.19	10	5.8	1.08	12	0.50%	2.52	3.21	38	1005.85	1005.66	1010.35	4.50
120	103	48	0.09	0.45	0.04	0.23	10	5.8	1.32	15	0.50%	4.56	3.72	22	1005.49	1005.38	1010.71	5.22
111	110	Des. G	1.13	0.30	0.34	0.34	21	4	1.35	12	1.00%	3.56	4.53	91	1009.50	1008.59	1014.00	4.50
110	109	48	0.23	0.45	0.10	2.34	26	3.4	7.94	18	1.00%	10.50	5.94	272	1008.16	1005.44	1013.15	4.99
109	108	48	0.51	0.45	0.23	6.90	27	3.3	22.76	30	0.40%	25.92	5.28	261	1002.96	1001.92	1010.07	7.11
108	107	48	0.33	0.45	0.15	7.43	27	3.3	24.52	30	0.40%	25.92	5.28	293	1001.92	1000.75	1008.97	7.05
107	106	48	0.16	0.45	0.07	7.50	27	3.3	24.74	30	0.40%	25.92	5.28	127	1000.75	1000.24	1009.32	8.57
106	105	60	0.35	0.45	0.16	9.37	27	3.3	30.91	33	0.35%	31.26	5.26	221	1000.07	999.30	1008.69	8.62
105	104	60	0.06	0.45	0.03	9.79	27	3.3	32.30	33	0.45%	35.45	5.97	155	999.30	998.60	1009.37	10.07
104	103	60	0.21	0.45	0.10	10.22	27	3.3	33.73	33	0.45%	35.45	5.97	209	998.60	997.66	1008.43	9.83
103	102	60	0.41	0.45	0.19	10.64	27	3.3	35.10	33	0.50%	37.37	6.29	170	997.66	996.81	1010.57	12.91
102	101	102	0.00	0.45	0.00	12.37	27	3.3	40.84	48	0.45%	96.28	7.66	377	995.98	994.28	1011.62	15.64
101	FES	78	0.00	0.30	0.00	12.37	27	3.3	40.84	48	0.20%	64.19	5.11	35	994.28	994.21	1004.00	9.72

P100	OCS 100									42				52	990.00	993.00	990.00	0.00
OCS 100	FES	66								42				58	995.00	994.50	100.70	7.70
P100	1400									24	0.20%	10.11	3.22	71	994.50	994.36	994.50	0.00
1400	FES INF 400									24	0.18%	9.67	3.08	194	994.36	994.00	1005.00	10.64
1401	FES									15	0.50%			62	992.30	992.00	999.00	6.70
CULV. #1	CULVERT #1									18	0.79%			126	1009.50	1008.50		
CULV. #2	CULVERT #2									12	1.14%			44	1013.00	1012.50		
CULV. #3	CULVERT #3									12	3.26%			46	1019.50	1018.00		
CULV. #4	CULVERT #4									12	2.17%			46	1028.50	1027.50		
CULV. #5	CULVERT #5									12	0.68%			73	1023.50	1023.00		
CULV. #6	CULVERT #6									12	2.86%			35	1029.00	1028.00		
CULV. #7	CULVERT #7									12	2.33%			43	1032.50	1031.50		



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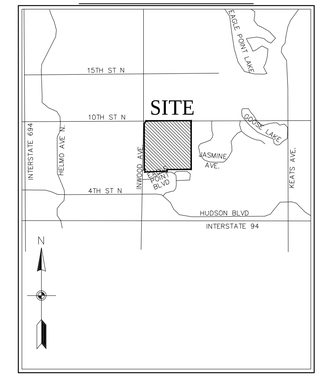
INWOOD 1ST ADDTION

SANITARY SEWER, WATER MAIN, STORM SEWER AND STREET CONSTRUCTION PLANS

Lake Elmo, Minnesota



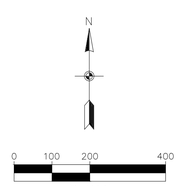
VICINITY MAP



NOT TO SCALE

SHEET INDEX

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2. SANITARY SEWER & WATERMAIN INDEX
3. STORM SEWER INDEX
4. SANITARY SEWER & WATERMAIN
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30. SIGNING & STRIPING PLAN
31. DETAILS
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Date: 3/24/15 License #: 25063

Drawn: JJO
Designed: BJK
Date: 3/24/15

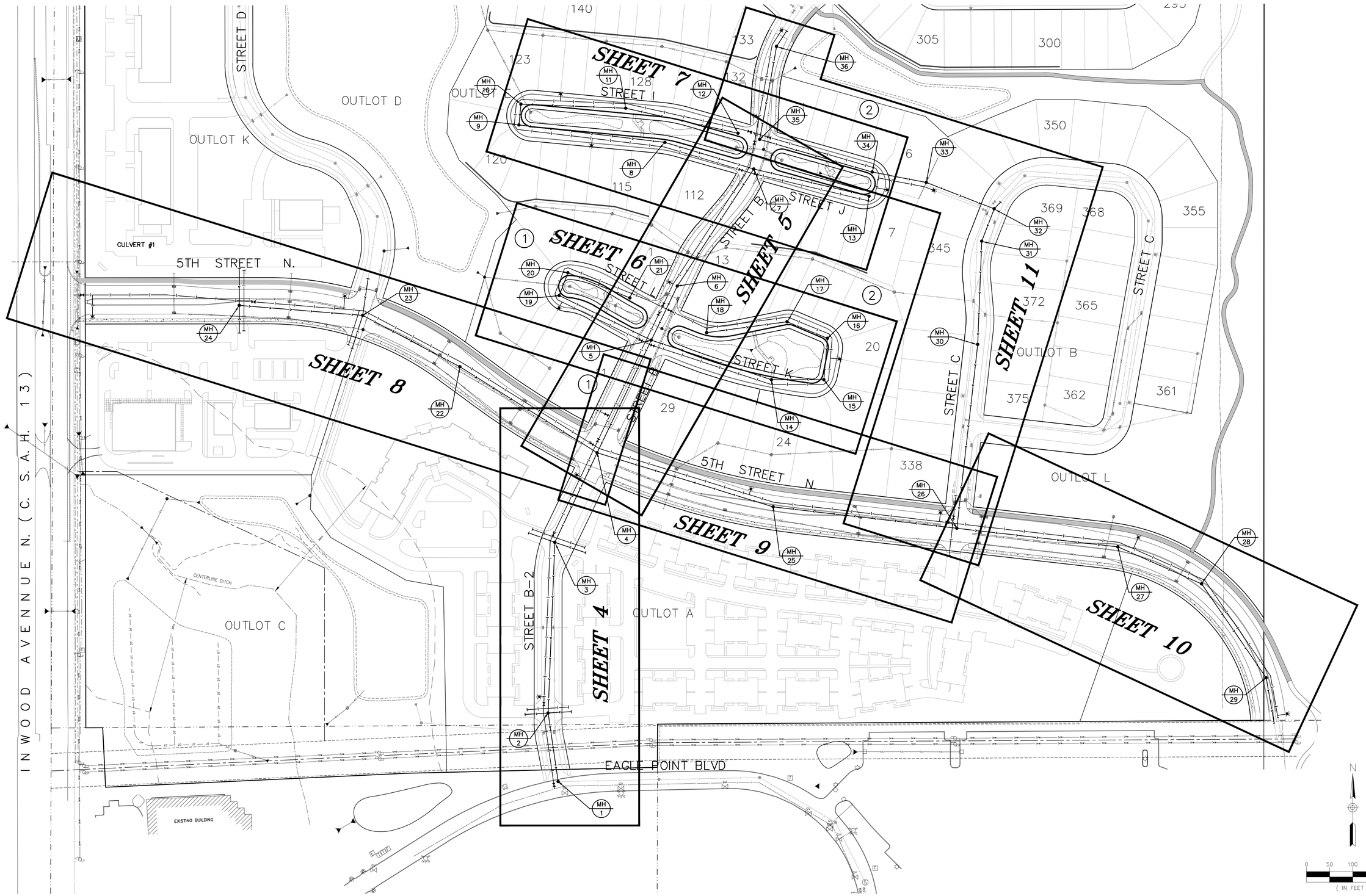
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1.

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COVER

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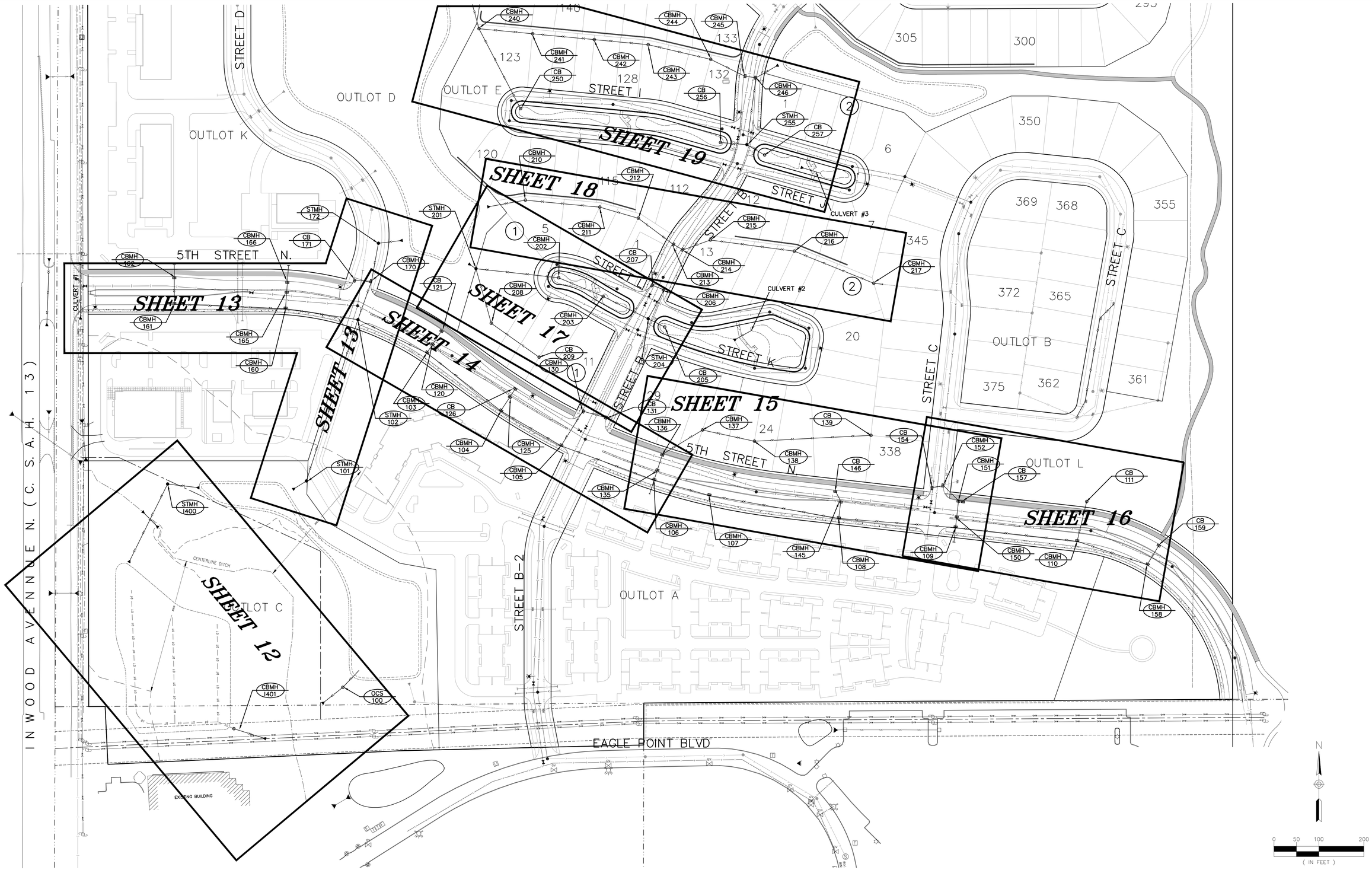
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INWOOD 1ST ADDITION
Lake Elmo, Minnesota

SANITARY SEWER & WATERMAIN
INDEX

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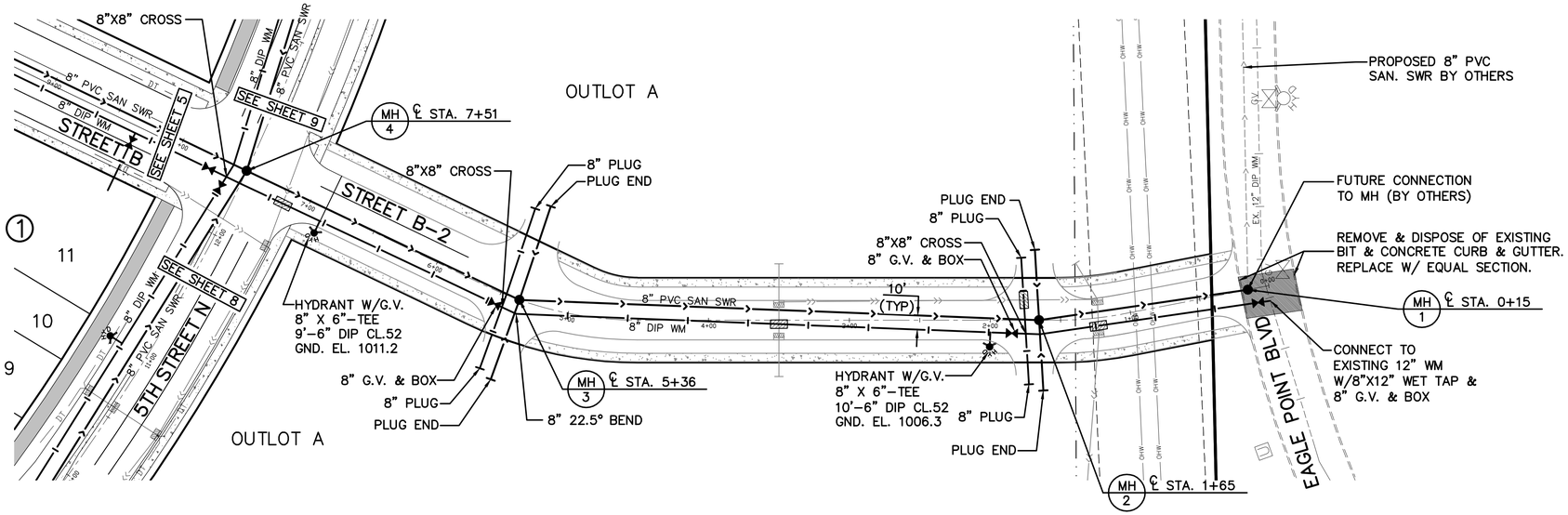
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Lake Elmo, Minnesota

STORM SEWER INDEX

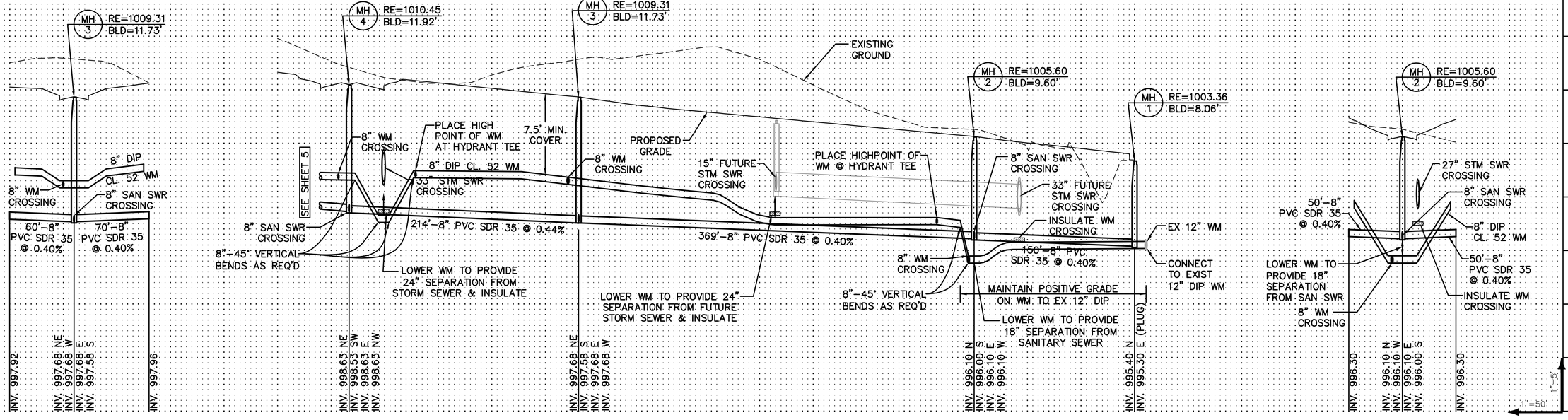
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BENCHMARKS

1. Top Nut of Hydrant located on the south side of Eagle Point Road approximately 1290 ft. easterly of the intersection of Eagle Pont Road and Inwood Avenue North – Elevation=1006.57 (NGVD 29)
2. Railroad spike in power pole located on the south side of 10th Street North approximate 1250 ft. east of the West line of the NE 1/4 of S. 33, T. 29, R. 21 – Elevation=1033.78 (NGVD 29)

STREET B-2



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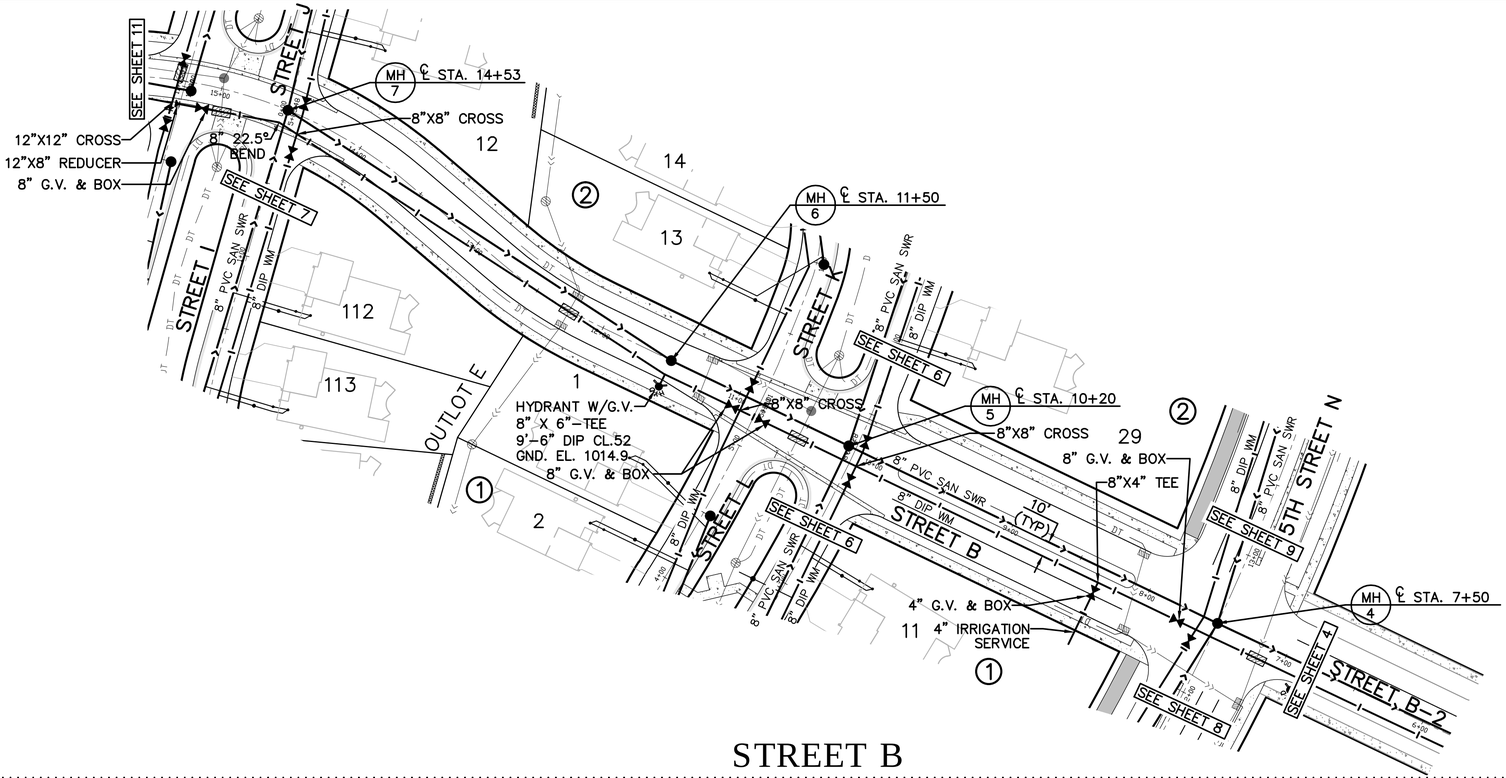
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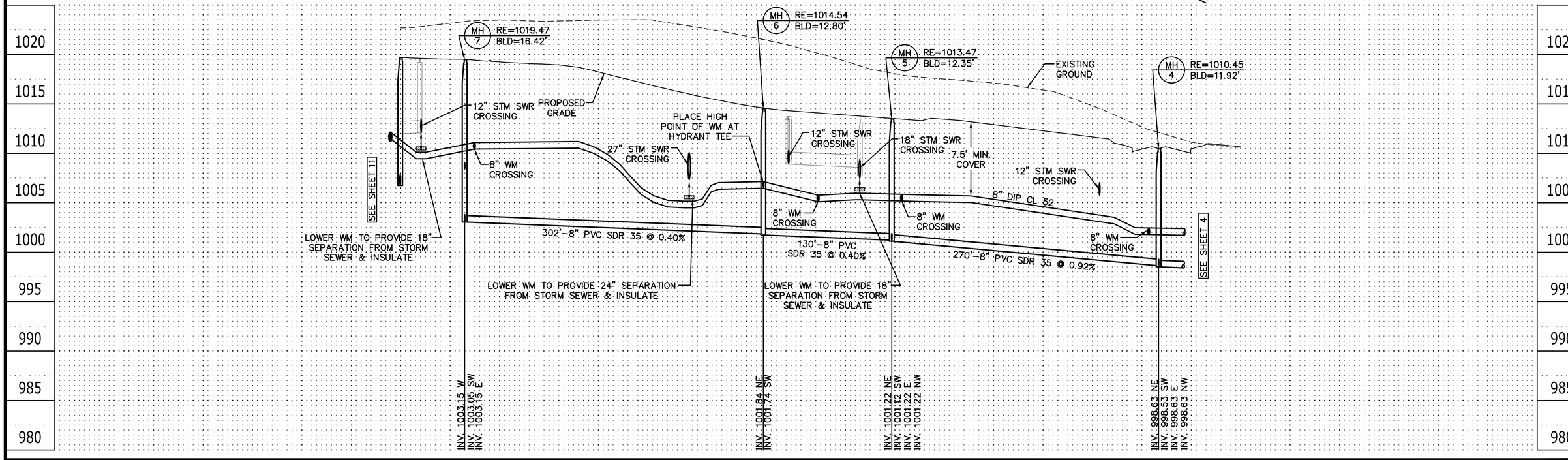
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Lake Elmo, Minnesota

SANITARY SEWER & WATER MAIN

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STREET B



0 25 50 100
(IN FEET)

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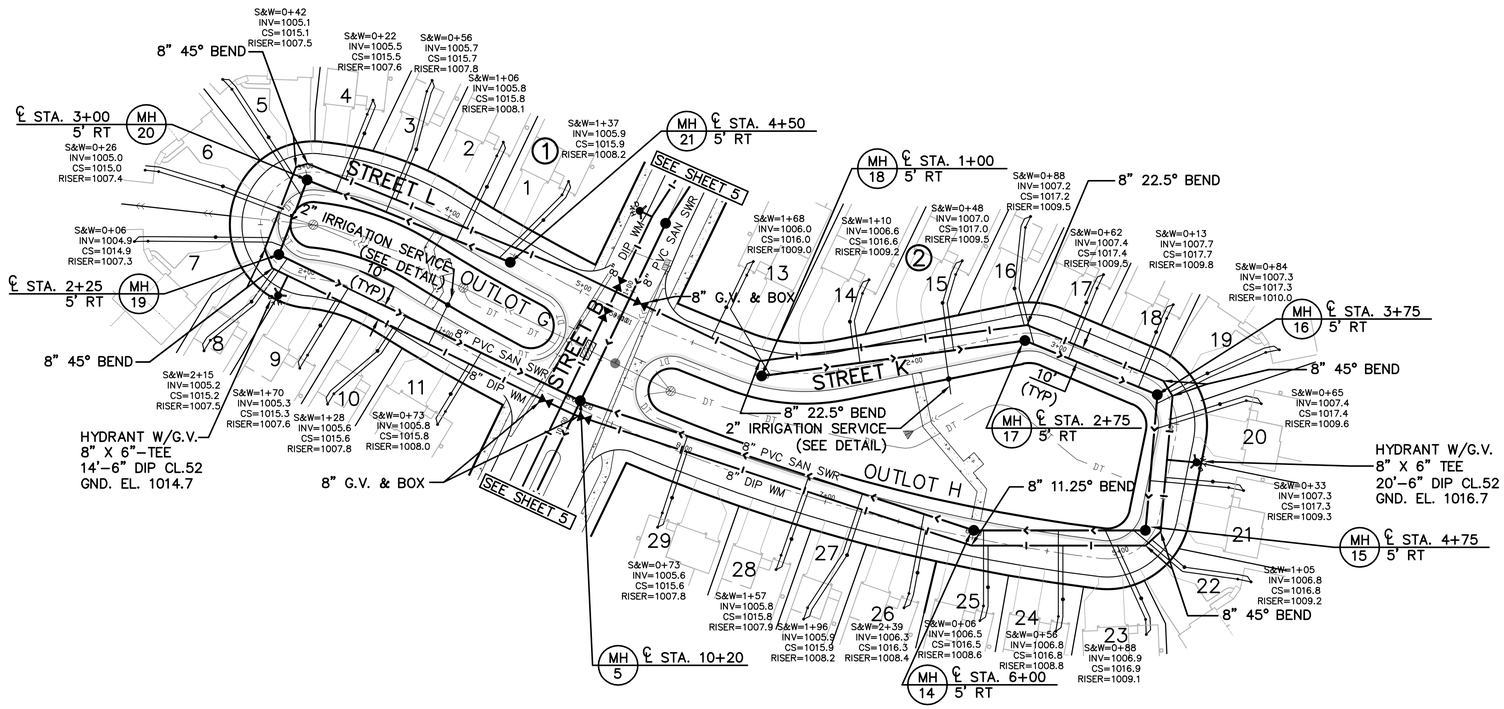
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Lake Elmo, Minnesota

SANITARY SEWER & WATER MAIN

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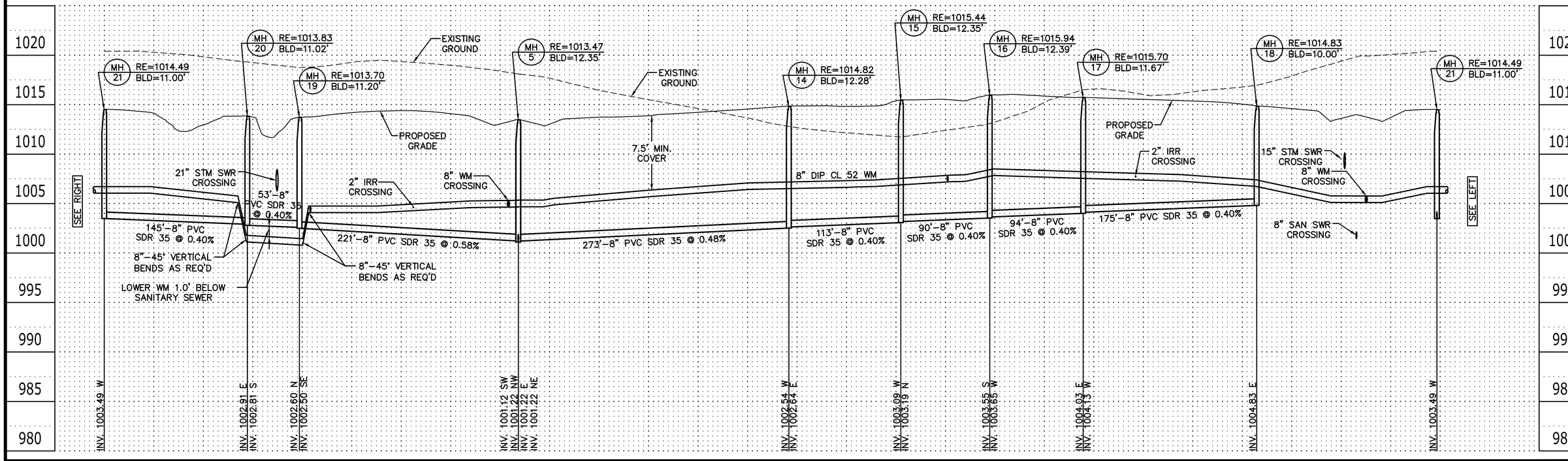
GENERAL NOTES:

1. SANITARY SEWER SERVICES SHALL BE 4" PVC SCHEDULE 40.
2. WATER SERVICES SHALL BE 1" HDPE WITH 7.5' MINIMUM COVER.
3. SANITARY SEWER SERVICE WYES ARE STATIONED FROM THE DOWN STREAM MANHOLE.
4. SANITARY SEWER INVERTS ARE SHOWN AT THE CURB STOP AND AT THE RISER PIPE INSIDE THE BUILDING.



BENCHMARKS

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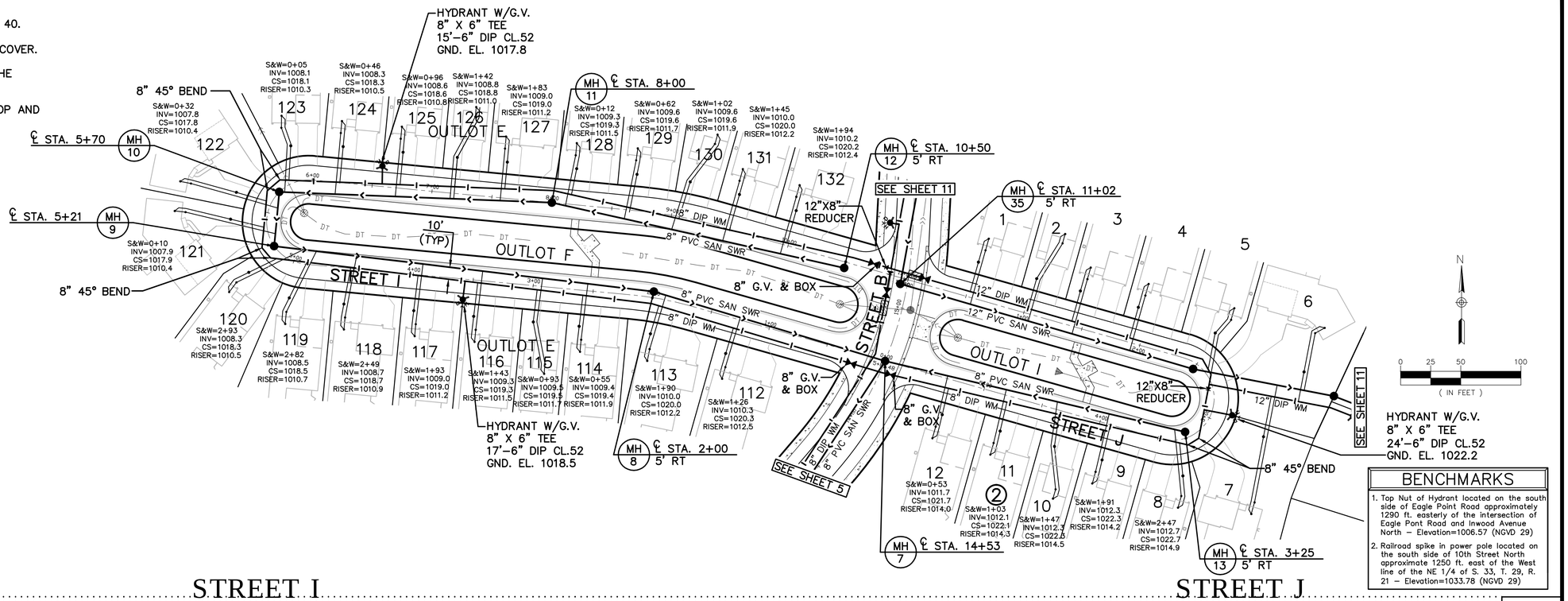
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Lake Elmo, Minnesota

SANITARY SEWER & WATER MAIN

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GENERAL NOTES:

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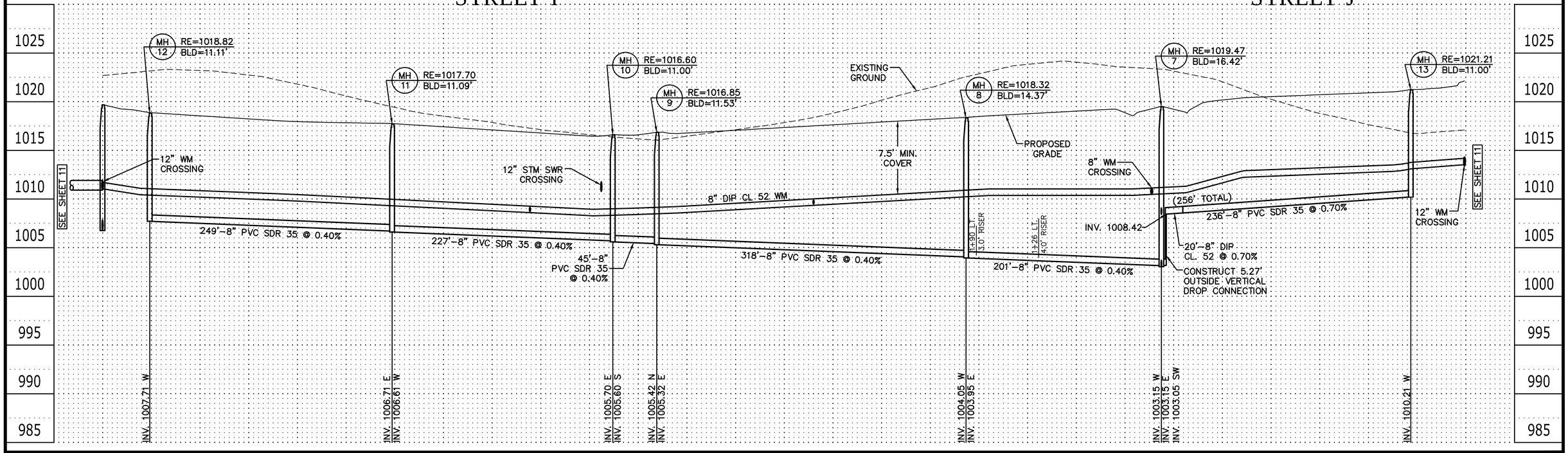


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STREET I

STREET J



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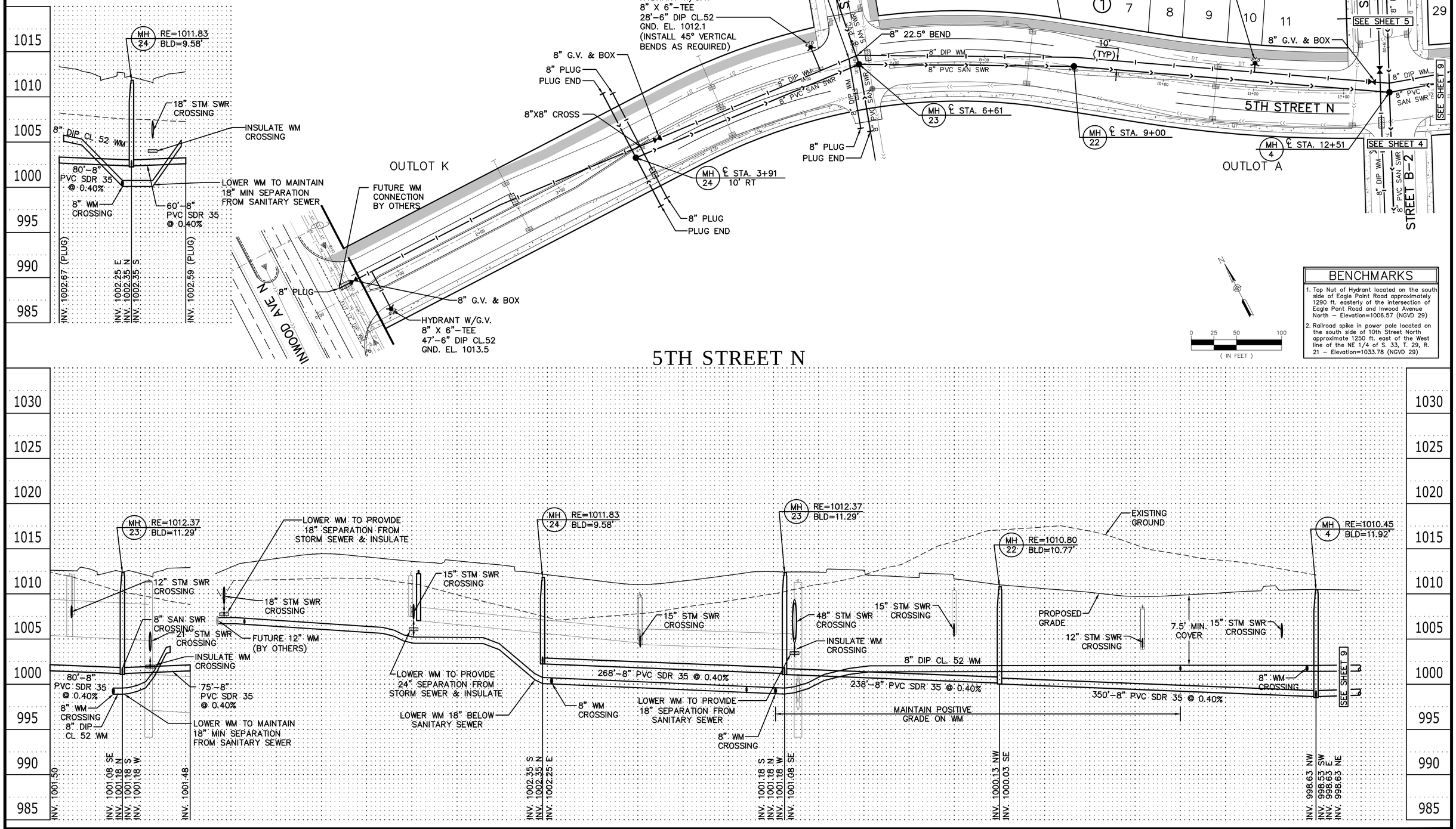
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Lake Elmo, Minnesota

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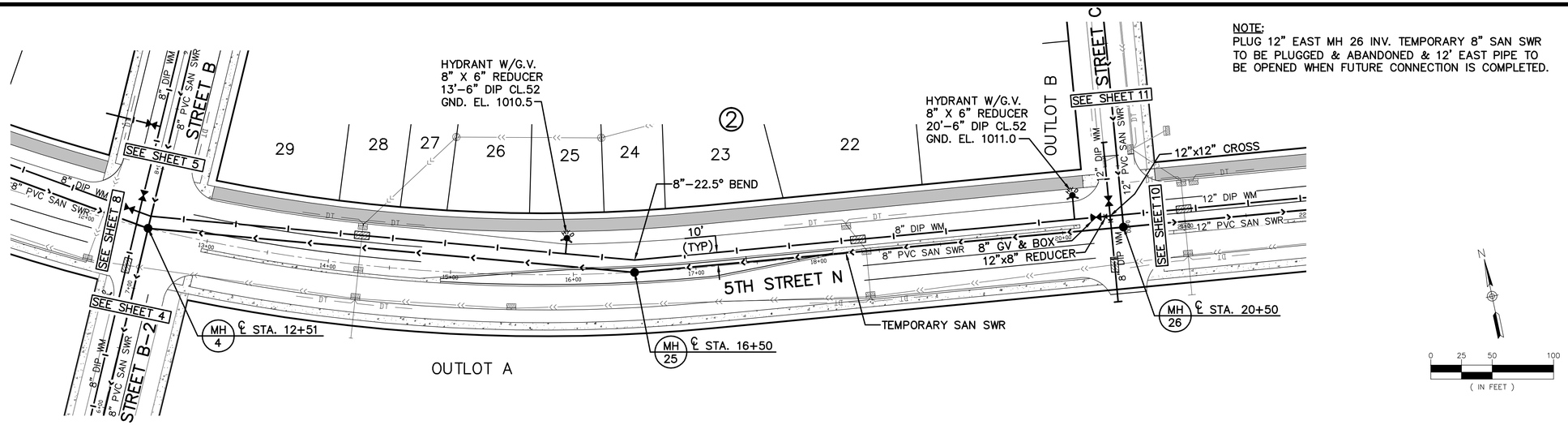
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NOTE:
PLUG 12" EAST MH 26 INV. TEMPORARY 8" SAN SWR TO BE PLUGGED & ABANDONED & 12' EAST PIPE TO BE OPENED WHEN FUTURE CONNECTION IS COMPLETED.

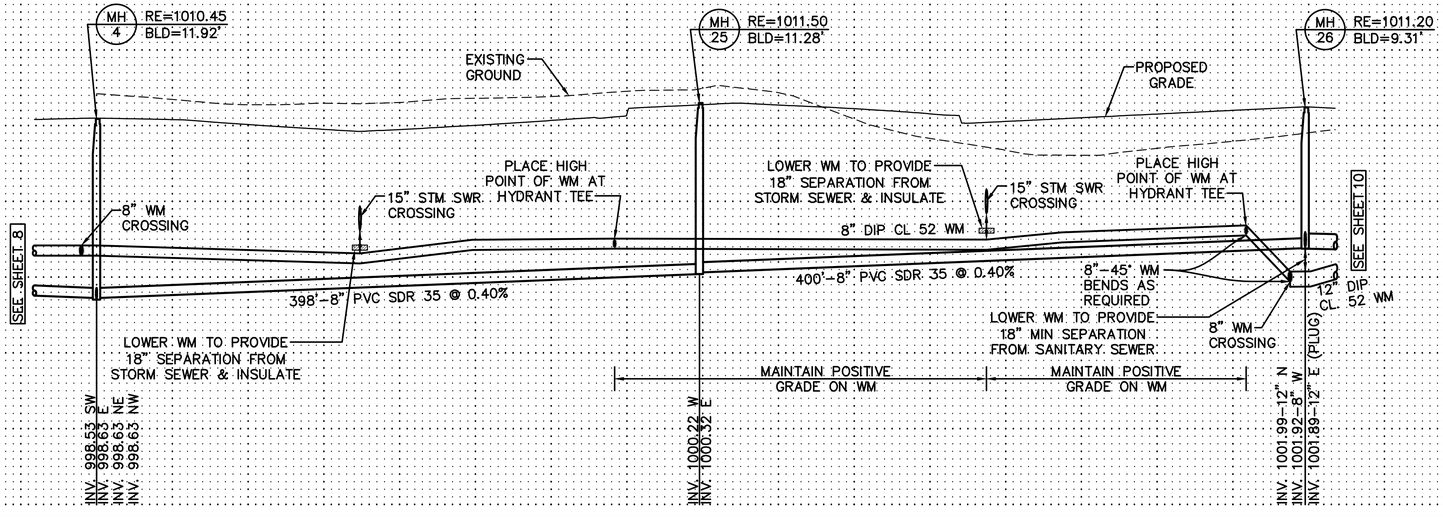
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(IN FEET)

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5TH STREET N



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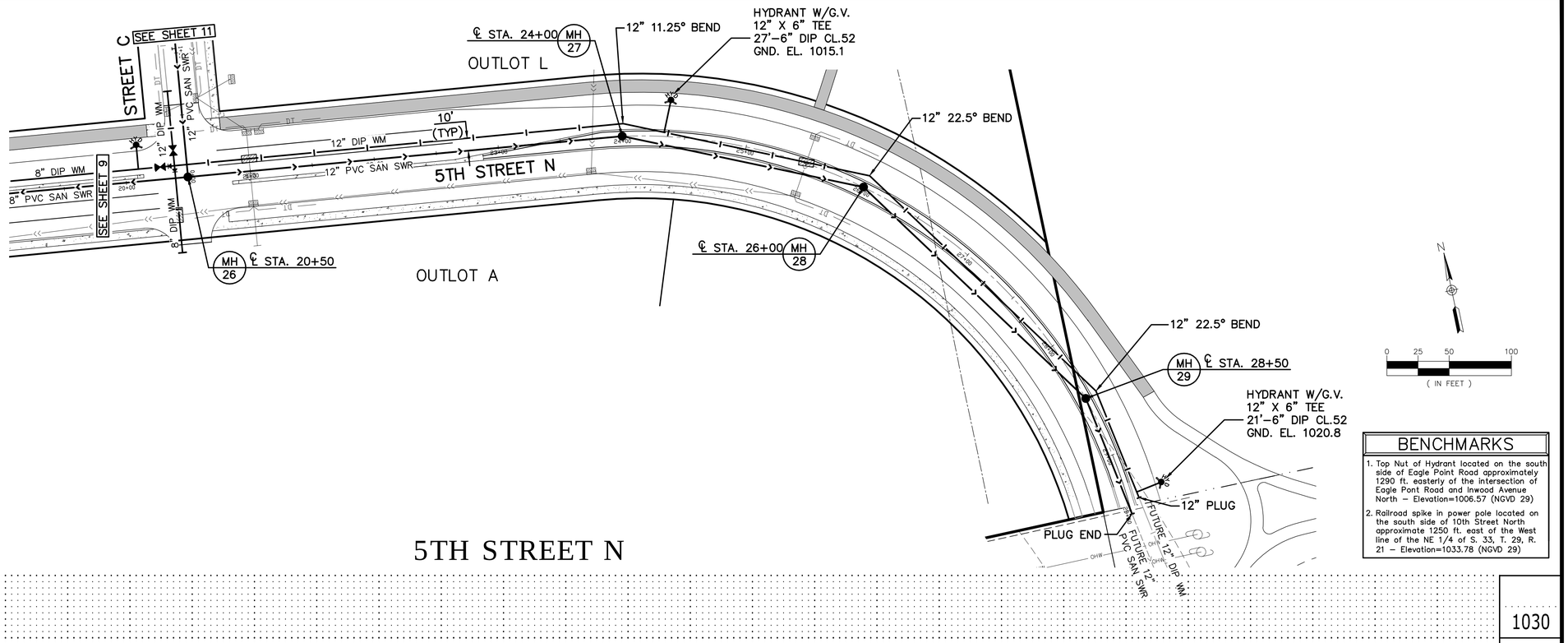
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INWOOD 1ST ADDITION
Lake Elmo, Minnesota

SANITARY SEWER & WATER MAIN

9 of 33

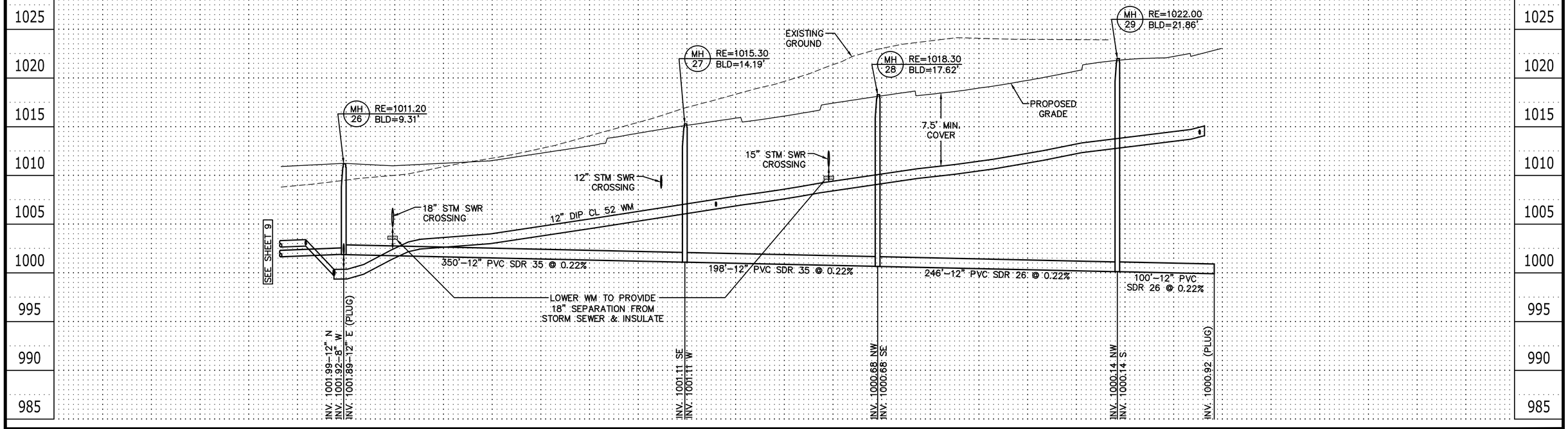
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BENCHMARKS

1. Top Nut of Hydrant located on the south side of Eagle Point Road approximately 1290 ft. easterly of the intersection of Eagle Pont Road and Inwood Avenue North – Elevation=1006.57 (NGVD 29)
2. Railroad spike in power pole located on the south side of 10th Street North approximate 1250 ft. east of the West line of the NE 1/4 of S. 33, T. 29, R. 21 – Elevation=1033.78 (NGVD 29)

5TH STREET N



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Print Name: Brian J. Krystofiak, P.E.
Signature:
Date: 3/24/15 License #: 25063

Drawn: JJO
Designed: BJK
Date: 3/24/15

Revisions:

HANS HAGEN HOMES
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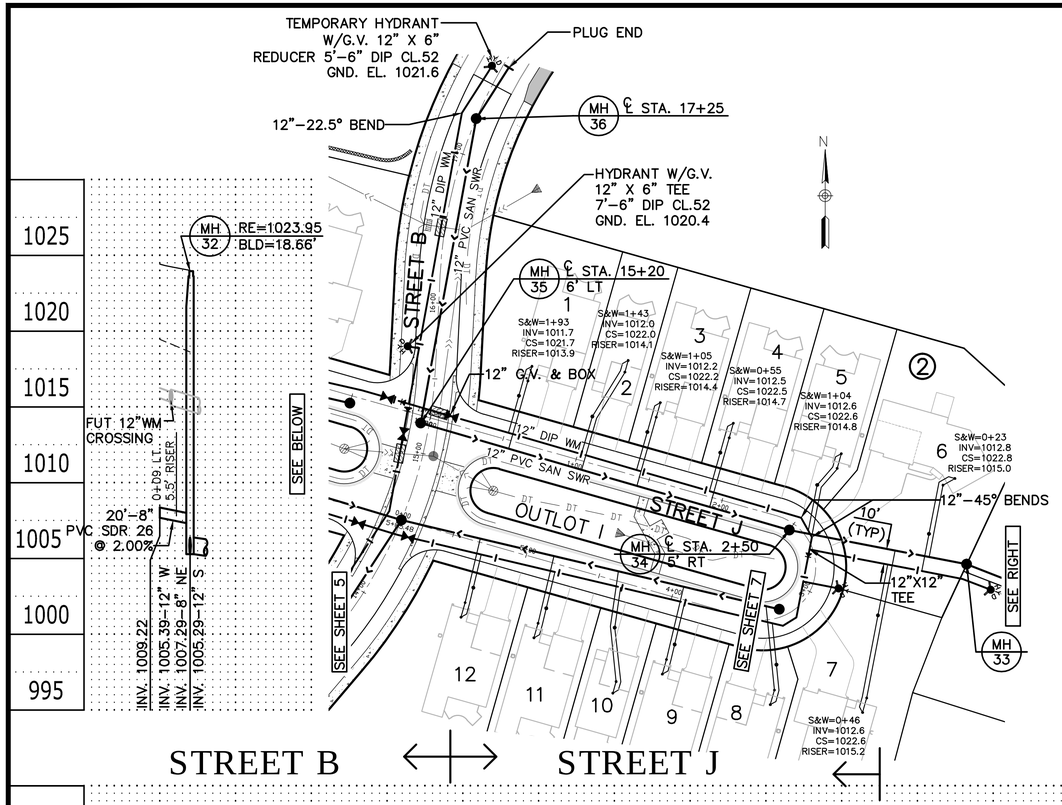
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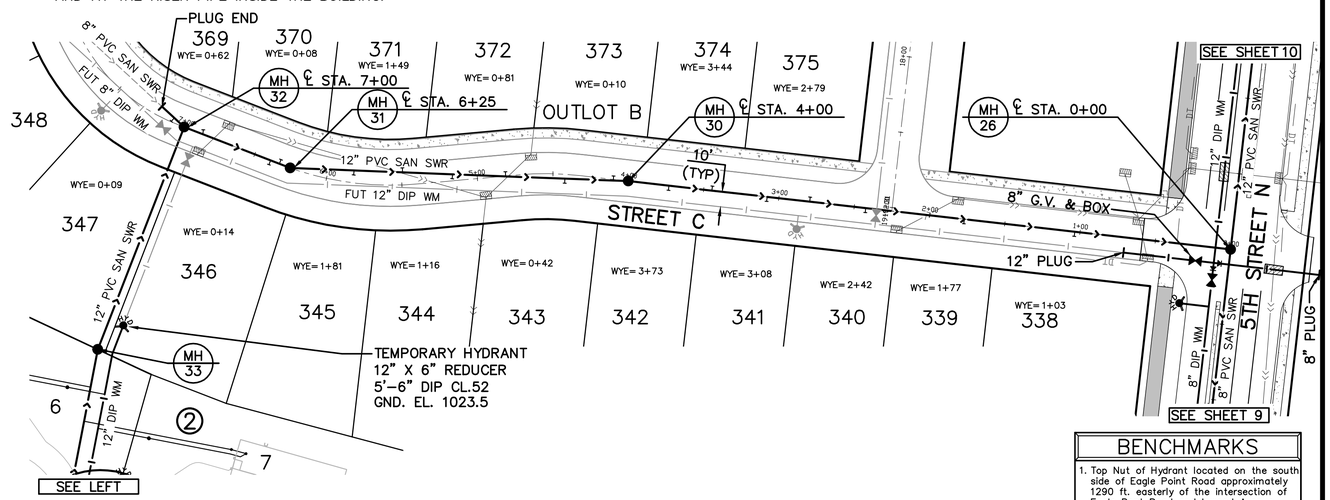
1. SANITARY SEWER SERVICES SHALL BE 4" PVC SCHEDULE 40.
2. WATER SERVICES SHALL BE 1" HDPE WITH 7.5' MINIMUM COVER.
3. SANITARY SEWER SERVICE WYES ARE STATIONED FROM THE DOWN STREAM MANHOLE.
4. SANITARY SEWER INVERTS ARE SHOWN AT THE CURB STOP AND AT THE RISER PIPE INSIDE THE BUILDING.

*NOTE: SERVICE WYES & RISERS FOR LOTS 338–347 & 370–375 SHALL BE SDR 26.

N

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(IN FEET)

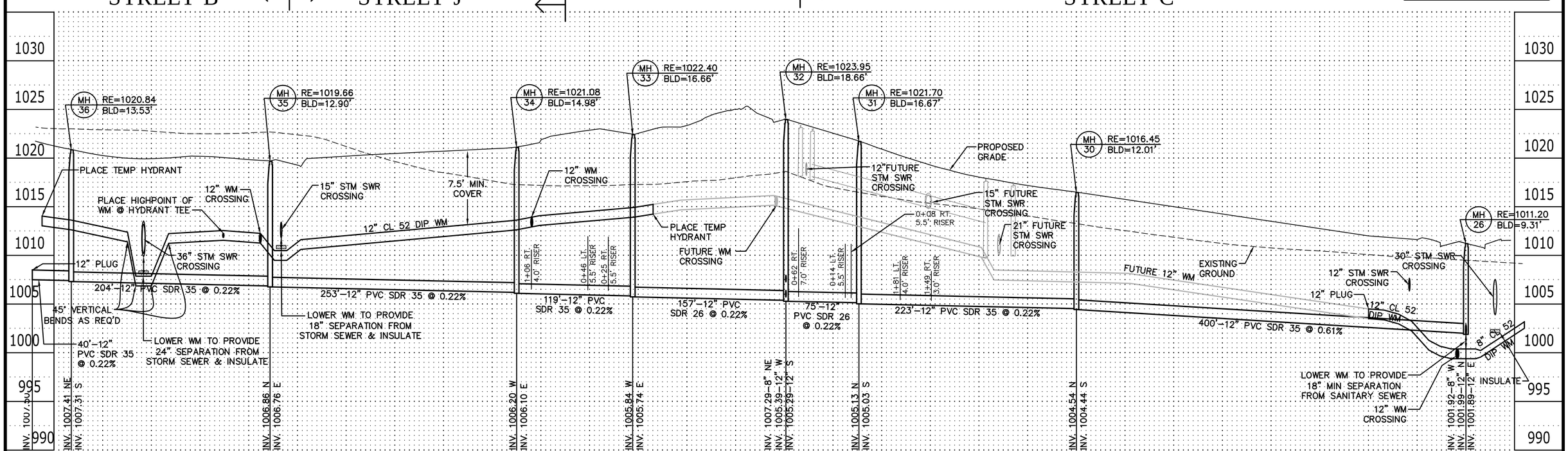




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STREET B ⟷ STREET J ⟷ STREET C



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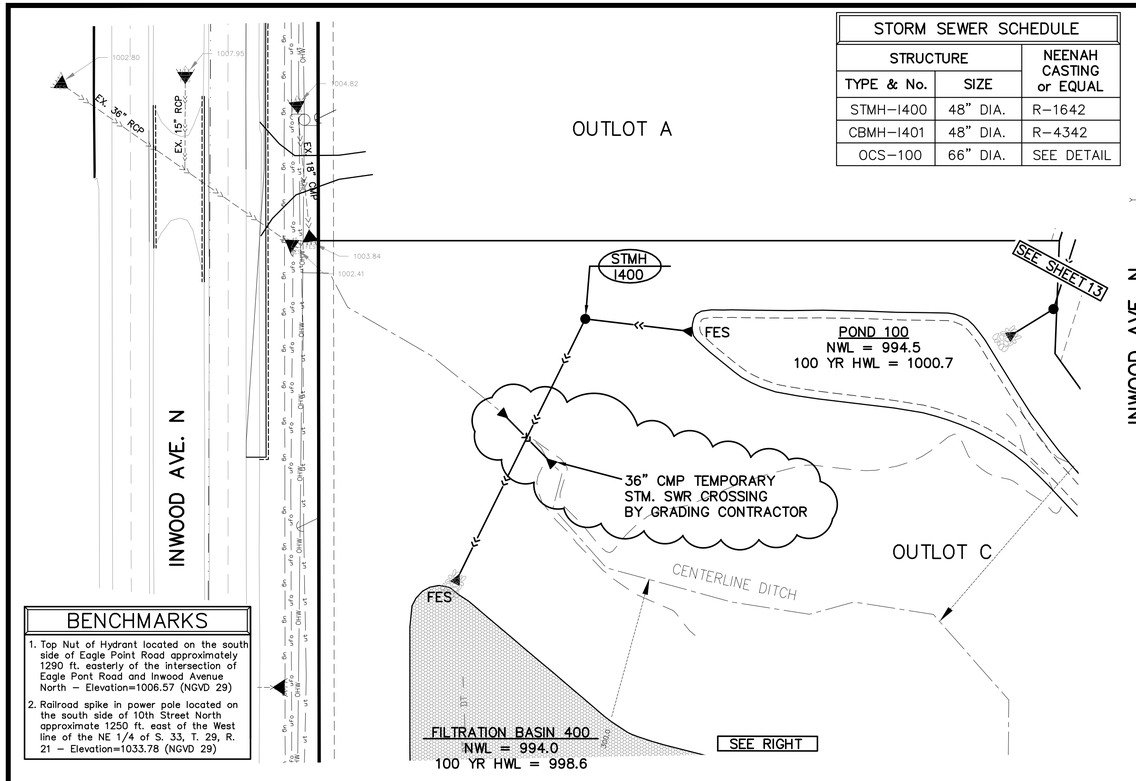
11 of 33

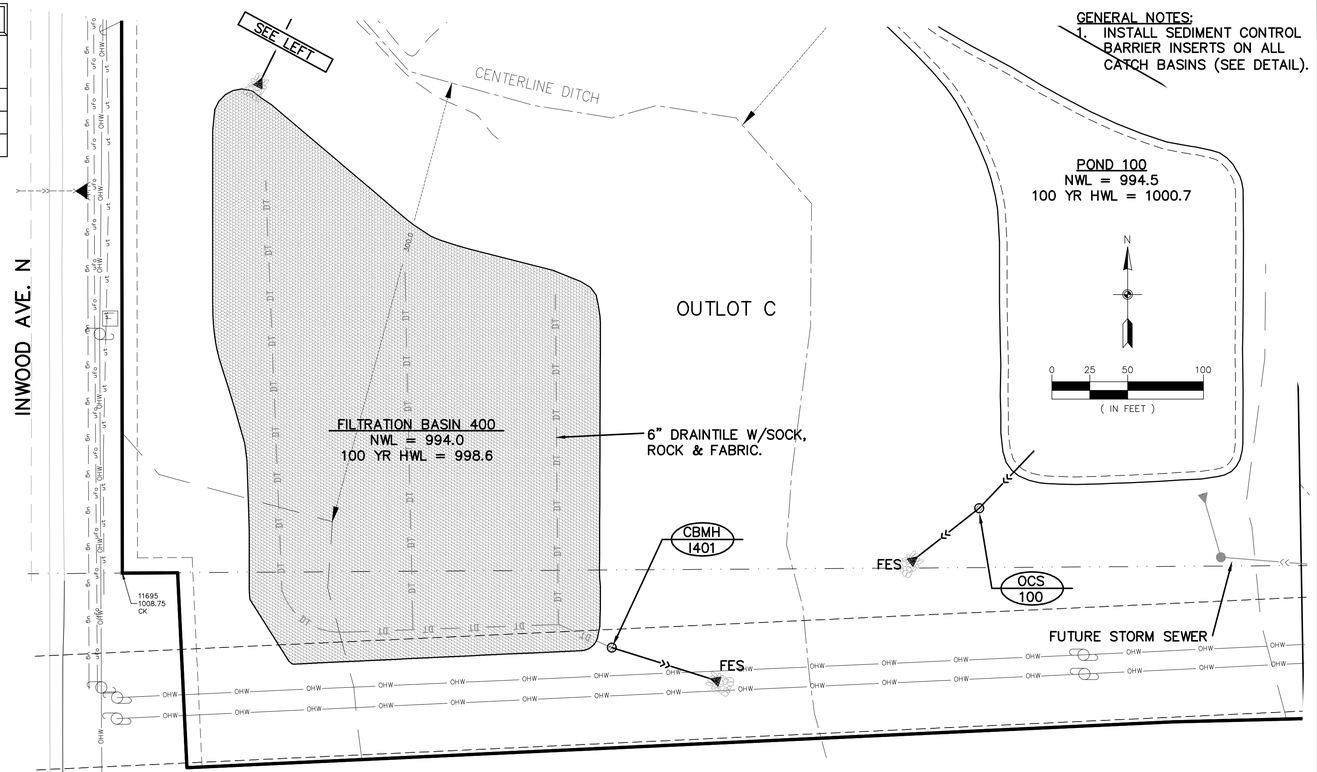
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STORM SEWER SCHEDULE		
STRUCTURE		NEENAH CASTING or EQUAL
TYPE & No.	SIZE	
STMH-1400	48" DIA.	R-1642
CBMH-1401	48" DIA.	R-4342
OCS-100	66" DIA.	SEE DETAIL

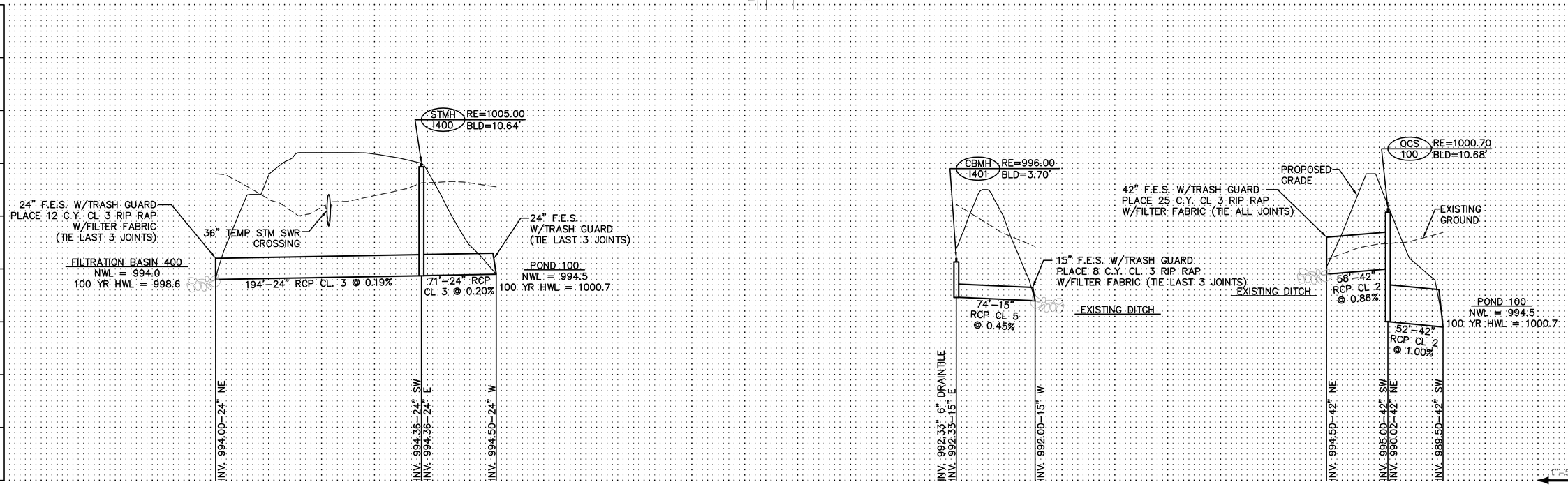
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GENERAL NOTES:
1. INSTALL SEDIMENT CONTROL BARRIER INSERTS ON ALL CATCH BASINS (SEE DETAIL).



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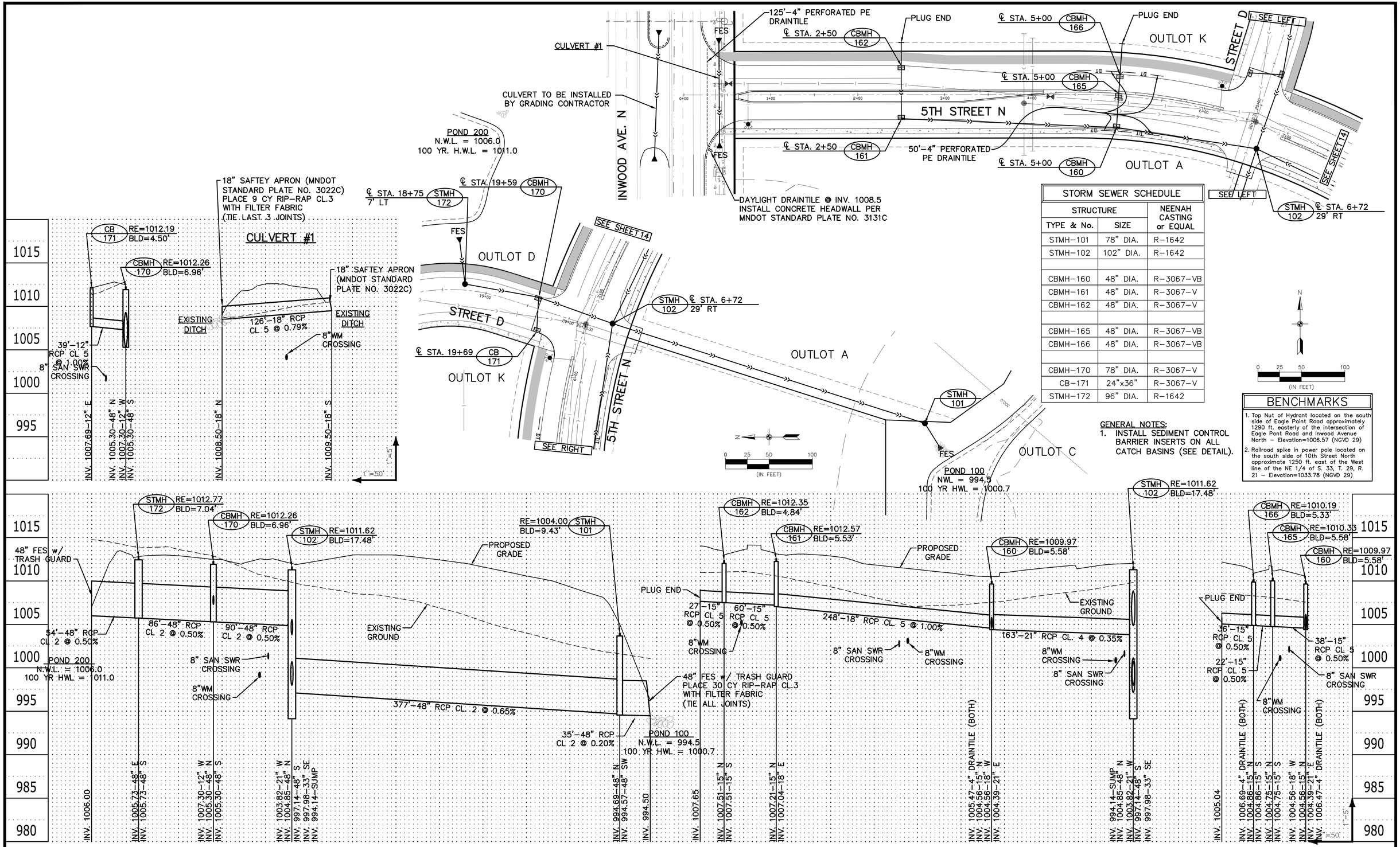
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Lake Elmo, Minnesota

STORM SEWER

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STORM SEWER SCHEDULE		
STRUCTURE		NEENAH CASTING or EQUAL
TYPE & No.	SIZE	
STMH-101	78" DIA.	R-1642
STMH-102	102" DIA.	R-1642
CBMH-160	48" DIA.	R-3067-VB
CBMH-161	48" DIA.	R-3067-V
CBMH-162	48" DIA.	R-3067-V
CBMH-165	48" DIA.	R-3067-VB
CBMH-166	48" DIA.	R-3067-VB
CBMH-170	78" DIA.	R-3067-V
CB-171	24"x36"	R-3067-V
STMH-172	96" DIA.	R-1642

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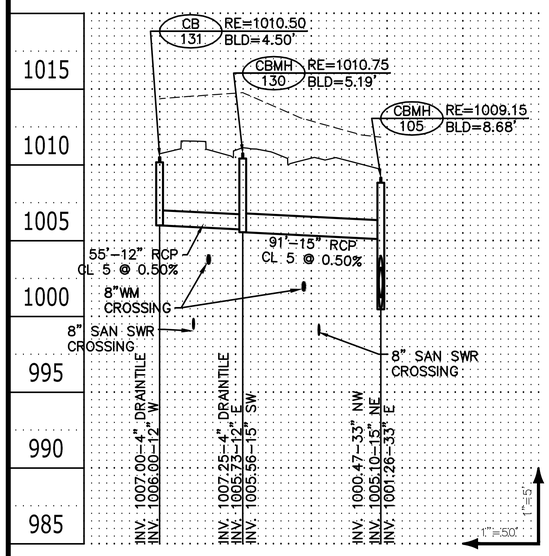
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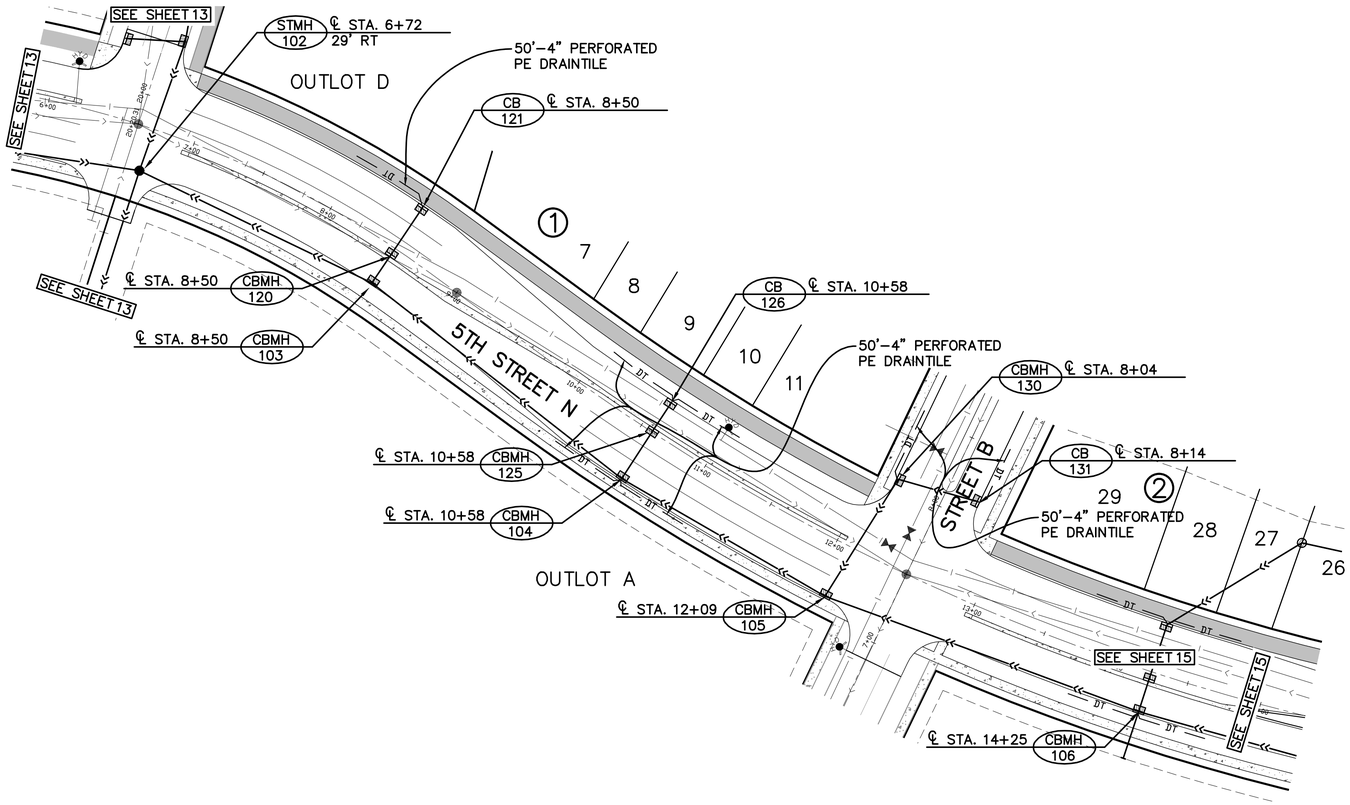
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STORM SEWER

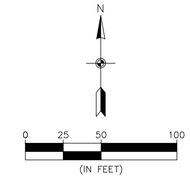
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STORM SEWER SCHEDULE		
STRUCTURE		NEENAH CASTING or EQUAL
TYPE & No.	SIZE	
CBMH-103	60" DIA.	R-3067-V
CBMH-104	60" DIA.	R-3067-VB
CBMH-105	60" DIA.	R-3067-V
CBMH-106	60" DIA.	R-3067-VB
CBMH-120	48" DIA.	R-3067-V
CB-121	24"x36"	R-3067-V
CBMH-125	48" DIA.	R-3067-VB
CB-126	24"x36"	R-3067-VB
CBMH-130	48" DIA.	R-3067-V
CB-131	24"x36"	R-3067-V

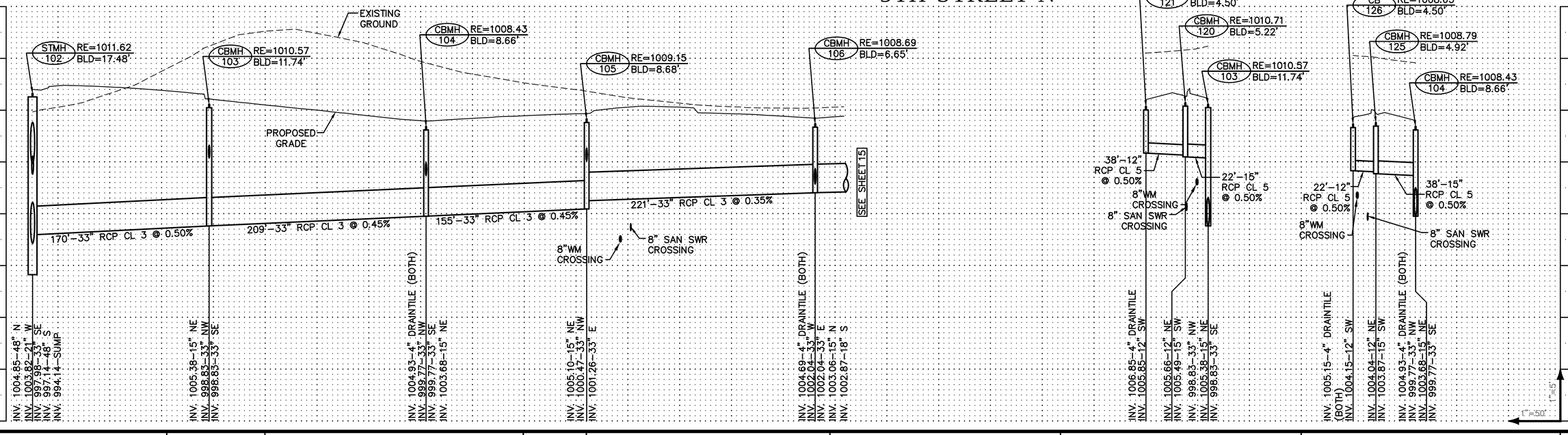
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5TH STREET N



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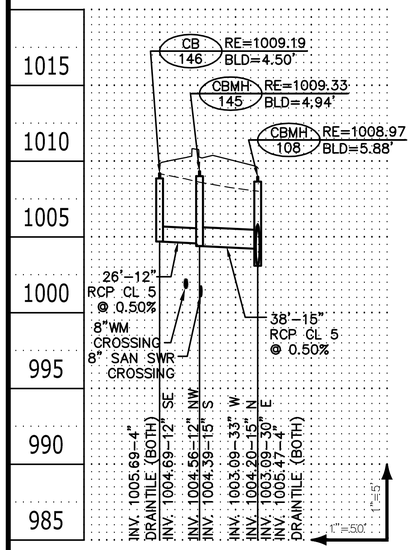
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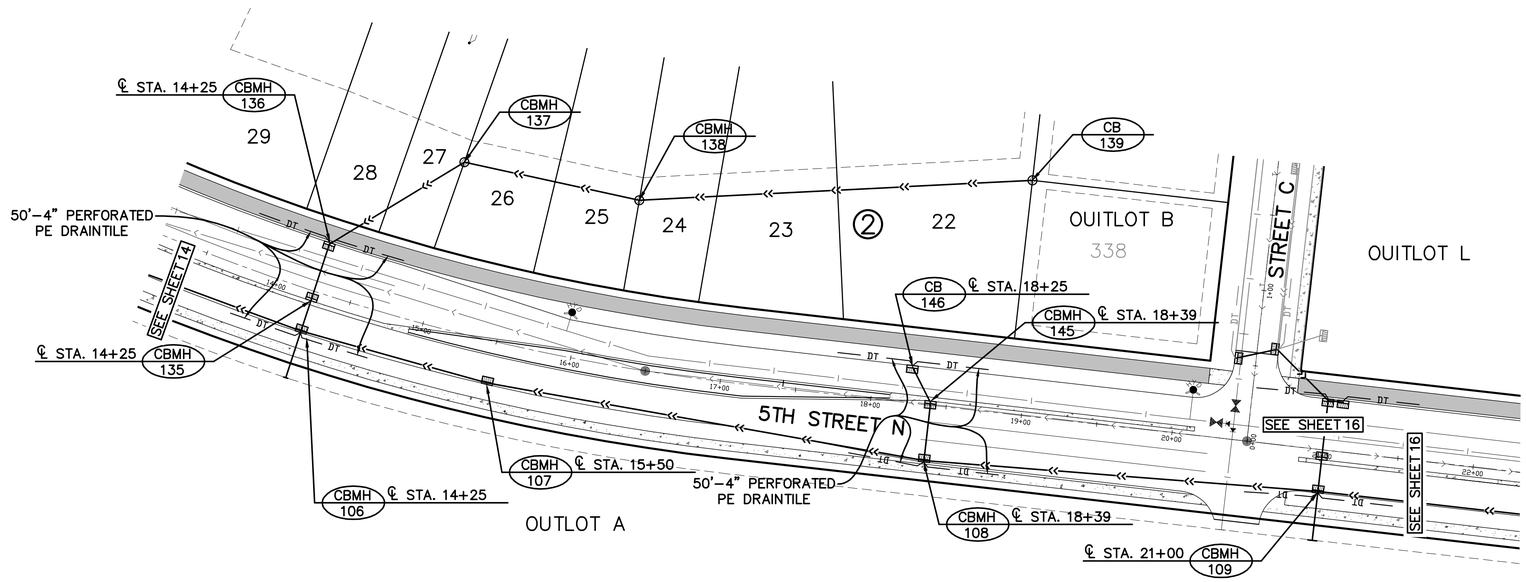
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Lake Elmo, Minnesota

STORM SEWER

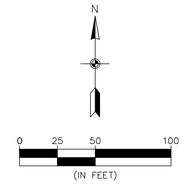
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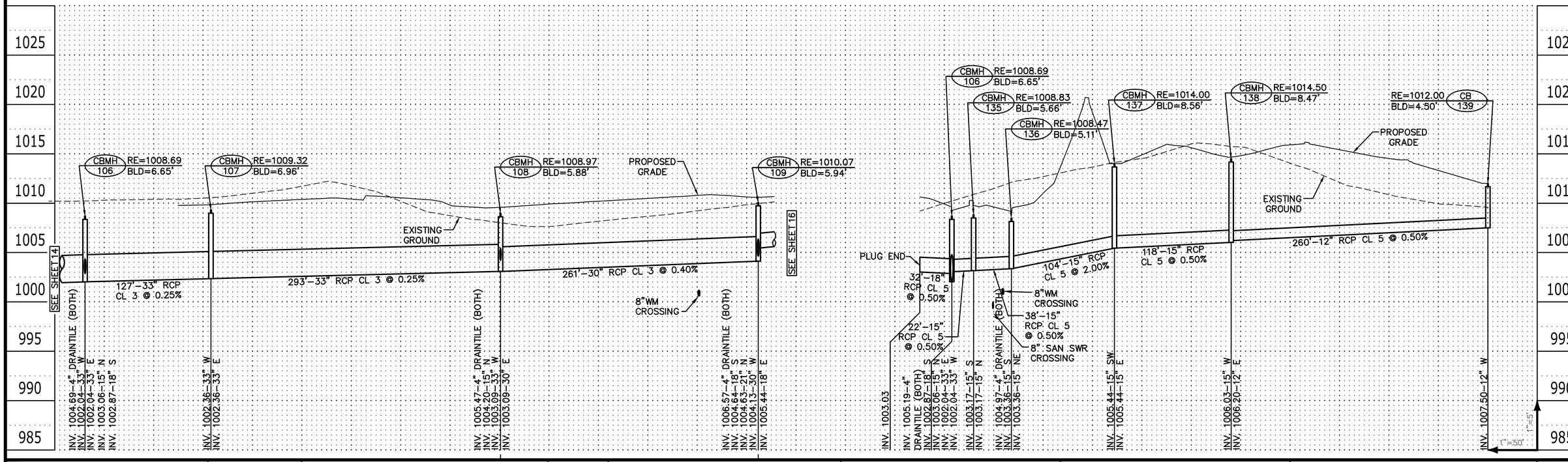
STORM SEWER SCHEDULE		
STRUCTURE		NEENAH CASTING or EQUAL
TYPE & No.	SIZE	
CBMH-107	60" DIA.	R-3067-V
CBMH-108	60" DIA.	R-3067-VB
CBMH-109	60 DIA.	R-3067-VB
CBMH-135	48" DIA.	R-3067-VB
CBMH-136	48" DIA.	R-3067-VB
CBMH-137	48" DIA.	R-4342
CBMH-138	48" DIA.	R-4342
CB-139	DESIGN-G	R-4342
CBMH-145	48" DIA.	R-3067-VB
CB-146	24"x36"	R-3067-VB

GENERAL NOTES:
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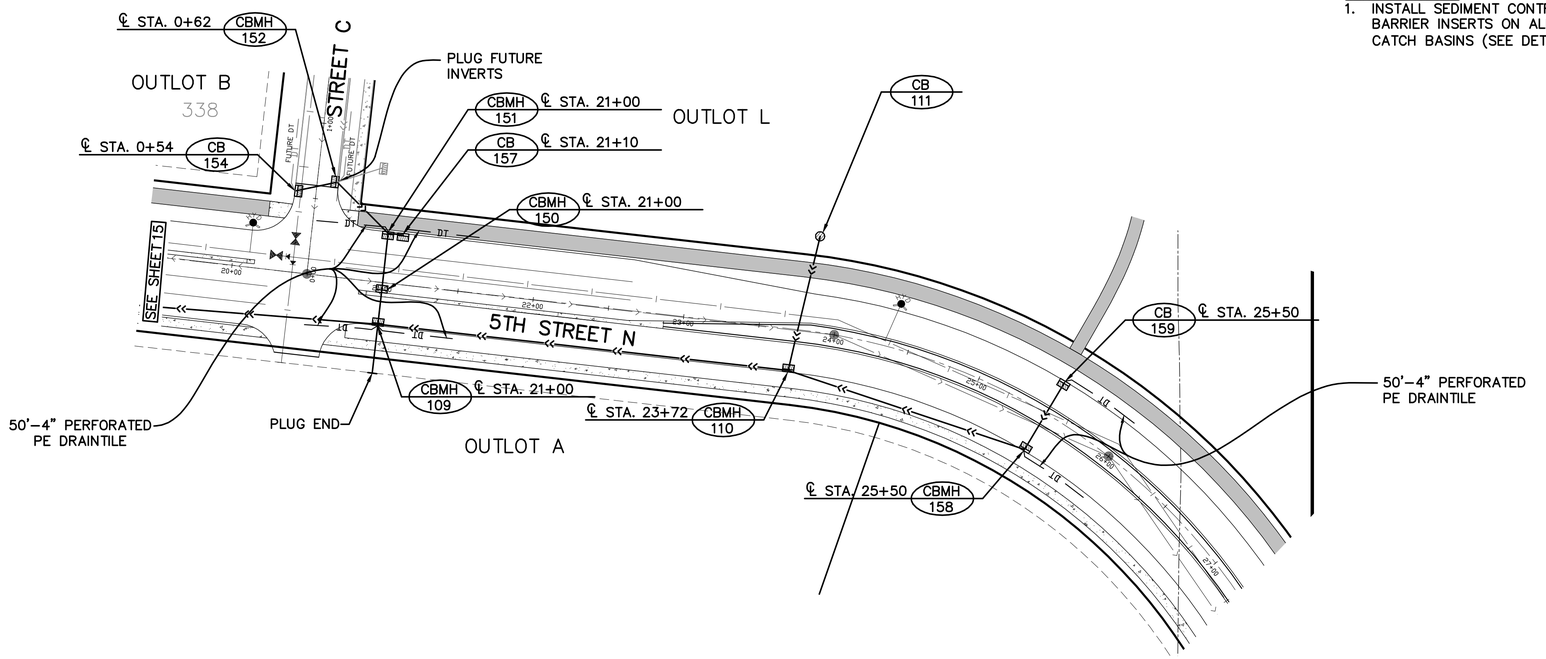
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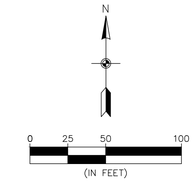
STORM SEWER

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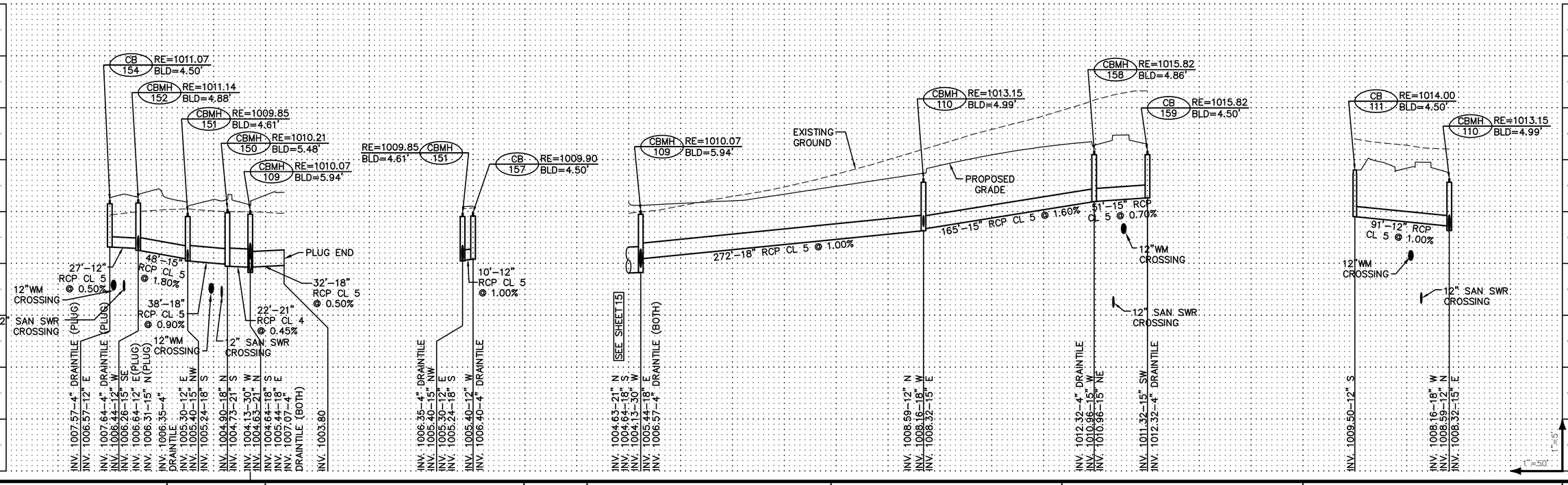


STORM SEWER SCHEDULE		
STRUCTURE		NEENAH CASTING or EQUAL
TYPE & No.	SIZE	
CBMH–110	48" DIA.	R–3067–V
CB–111	DESIGN–G	R–4342
CBMH–150	48" DIA.	R–3067–VB
CBMH–151	48" DIA.	R–3067–VB
CBMH–152	54" DIA.	R–3067–V
CB–154	24"x36"	R–3067–V
CB–157	24"x36"	R–3067–V
CBMH–158	48" DIA.	R–3067–V
CB–159	24"x36"	R–3067–V



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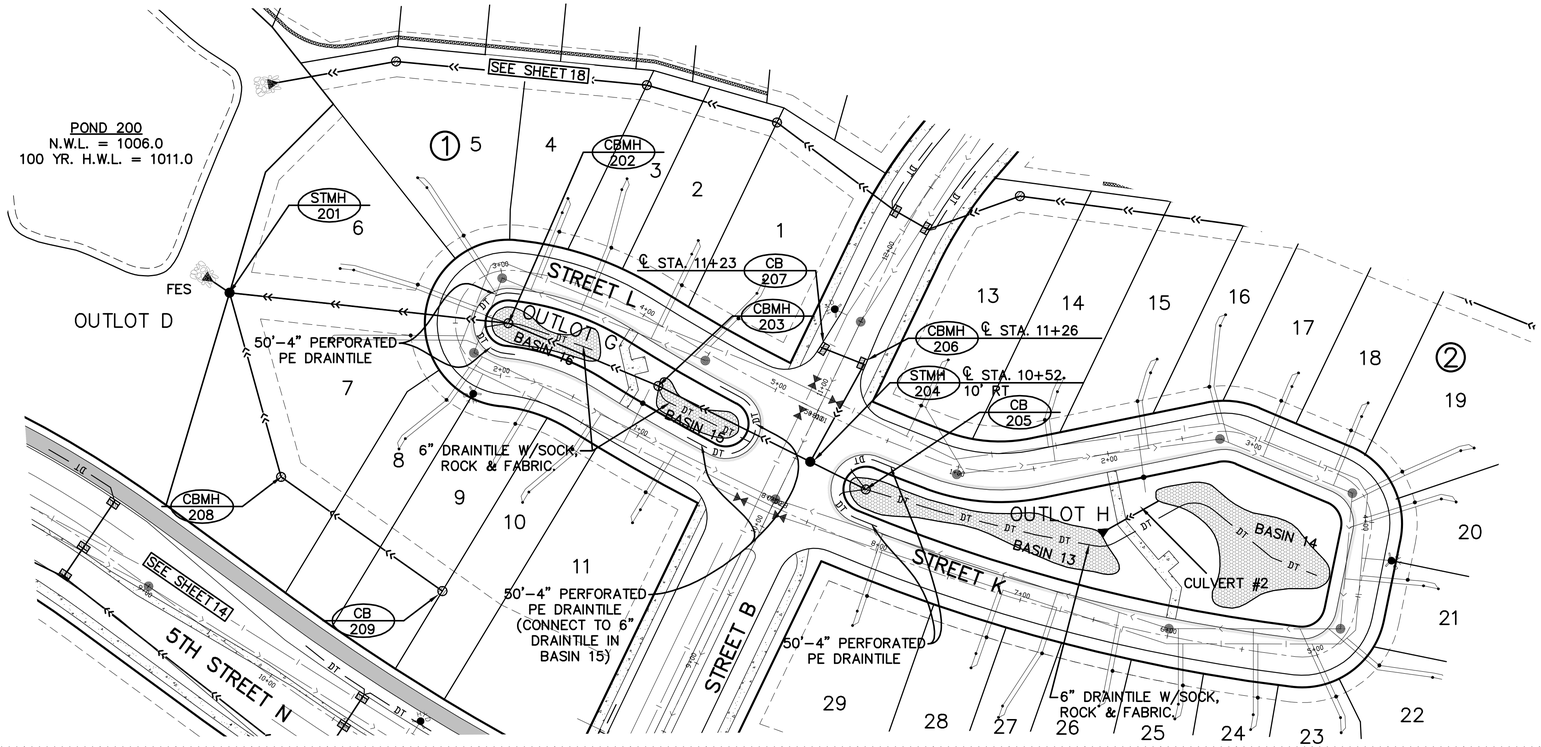
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STORM SEWER SCHEDULE		
STRUCTURE		NEENAH CASTING or EQUAL
TYPE & No.	SIZE	
STMH-201	48" DIA.	R-1642
CBMH-202	48" DIA.	R-4342
CBMH-203	48" DIA.	R-4342
CB-205	DESIGN-G	R-4342
STMH-204	48" DIA.	R-1642
CBMH-206	48" DIA.	R-3067-V
CB-207	24"X36"	R-3067-V
CBMH-208	48" DIA.	R-4342
CB-209	DESIGN-G	R-4342

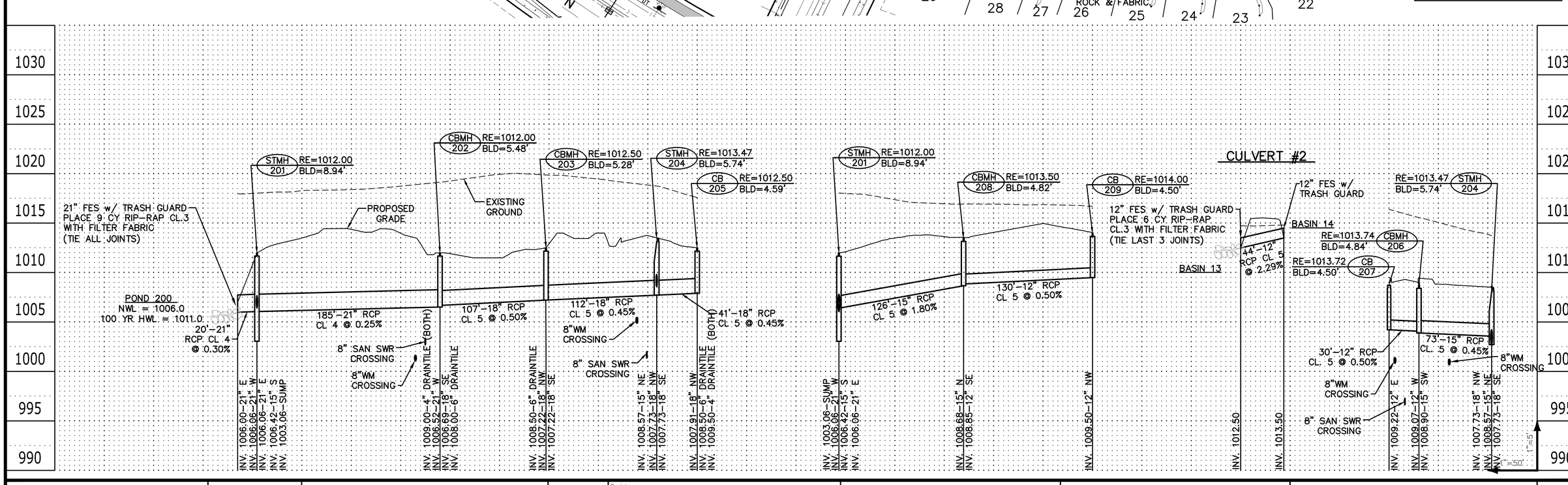
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(IN FEET)

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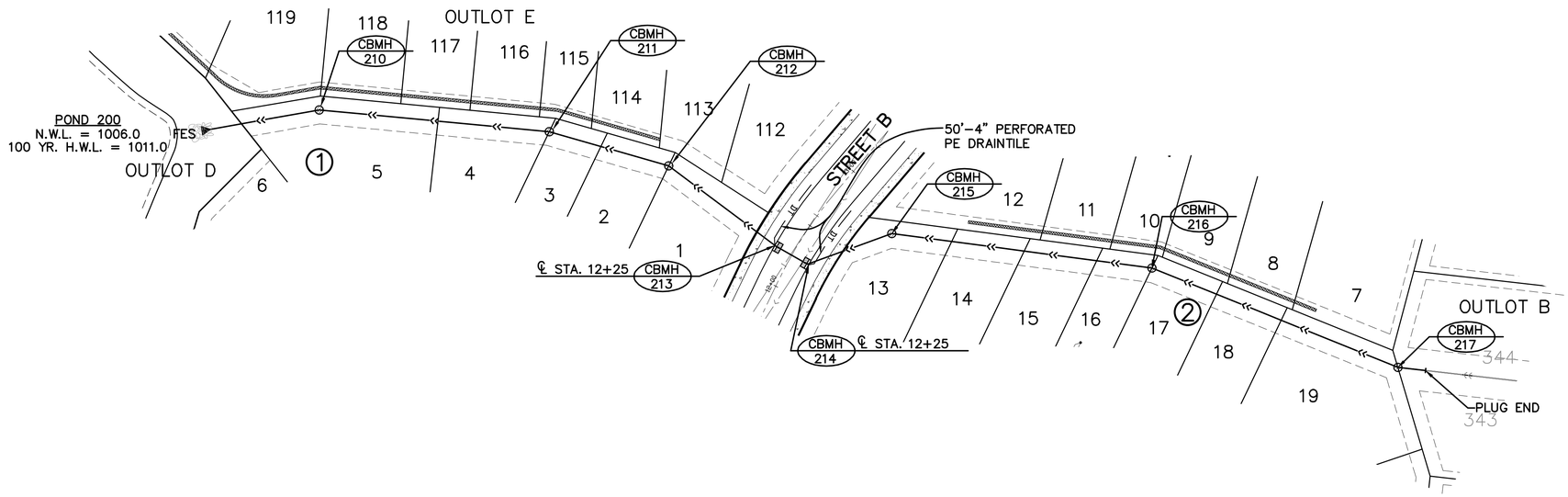
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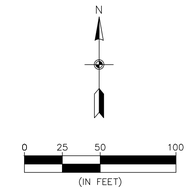
17 of 33

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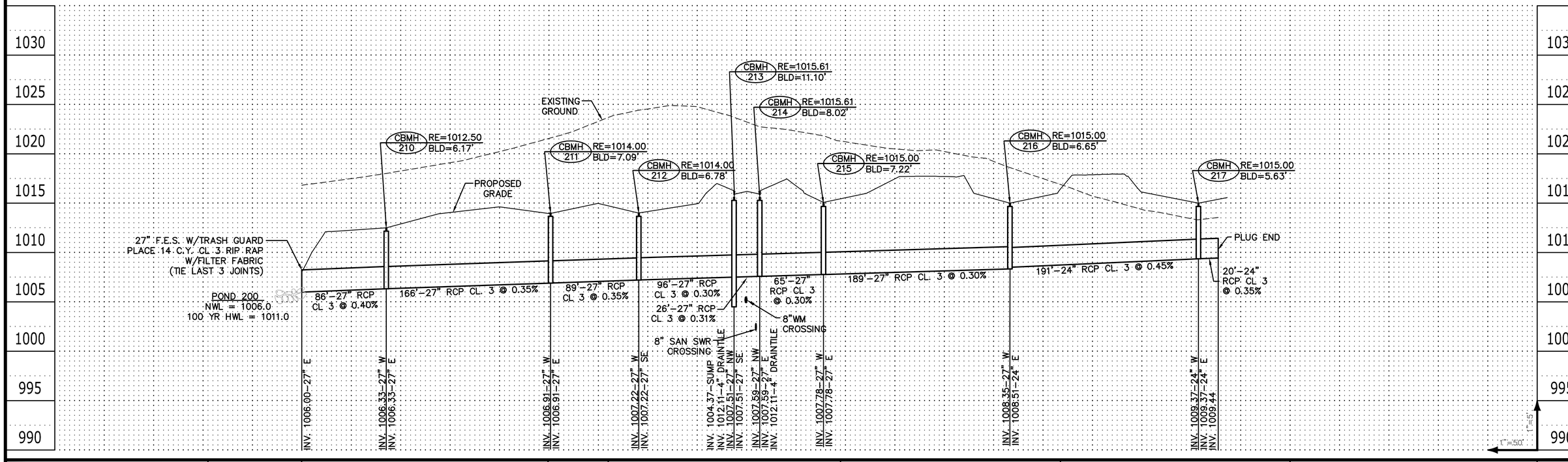
STORM SEWER SCHEDULE		
STRUCTURE		NEENAH CASTING or EQUAL
TYPE & No.	SIZE	
CBMH-210	48" DIA.	R-4342
CBMH-211	48" DIA.	R-4342
CBMH-212	48" DIA.	R-4342
CBMH-213	48" DIA.	R-3067-V
CBMH-214	48" DIA.	R-3067-V
CBMH-215	48" DIA.	R-4342
CBMH-216	48" DIA.	R-4342
CBMH-217	48" DIA.	R-4342

GENERAL NOTES:
1. INSTALL SEDIMENT CONTROL BARRIER INSERTS ON ALL CATCH BASINS (SEE DETAIL).



BENCHMARKS

1. Top Nut of Hydrant located on the south side of Eagle Point Road approximately 1290 ft. easterly of the intersection of Eagle Pont Road and Inwood Avenue North – Elevation=1006.57 (NGVD 29)
2. Railroad spike in power pole located on the south side of 10th Street North approximate 1250 ft. east of the West line of the NE 1/4 of S. 33, T. 29, R. 21 – Elevation=1033.78 (NGVD 29)



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Print Name: Brian J. Krystofiak, P.E.
Signature:
Date: 3/24/15 License #: 25063

Drawn: JJO
Designed: BJK
Date: 3/24/15

Revisions:

HANS HAGEN HOMES
941 NE Hillwind Rd., Suite 300
Fridley, MN 55432

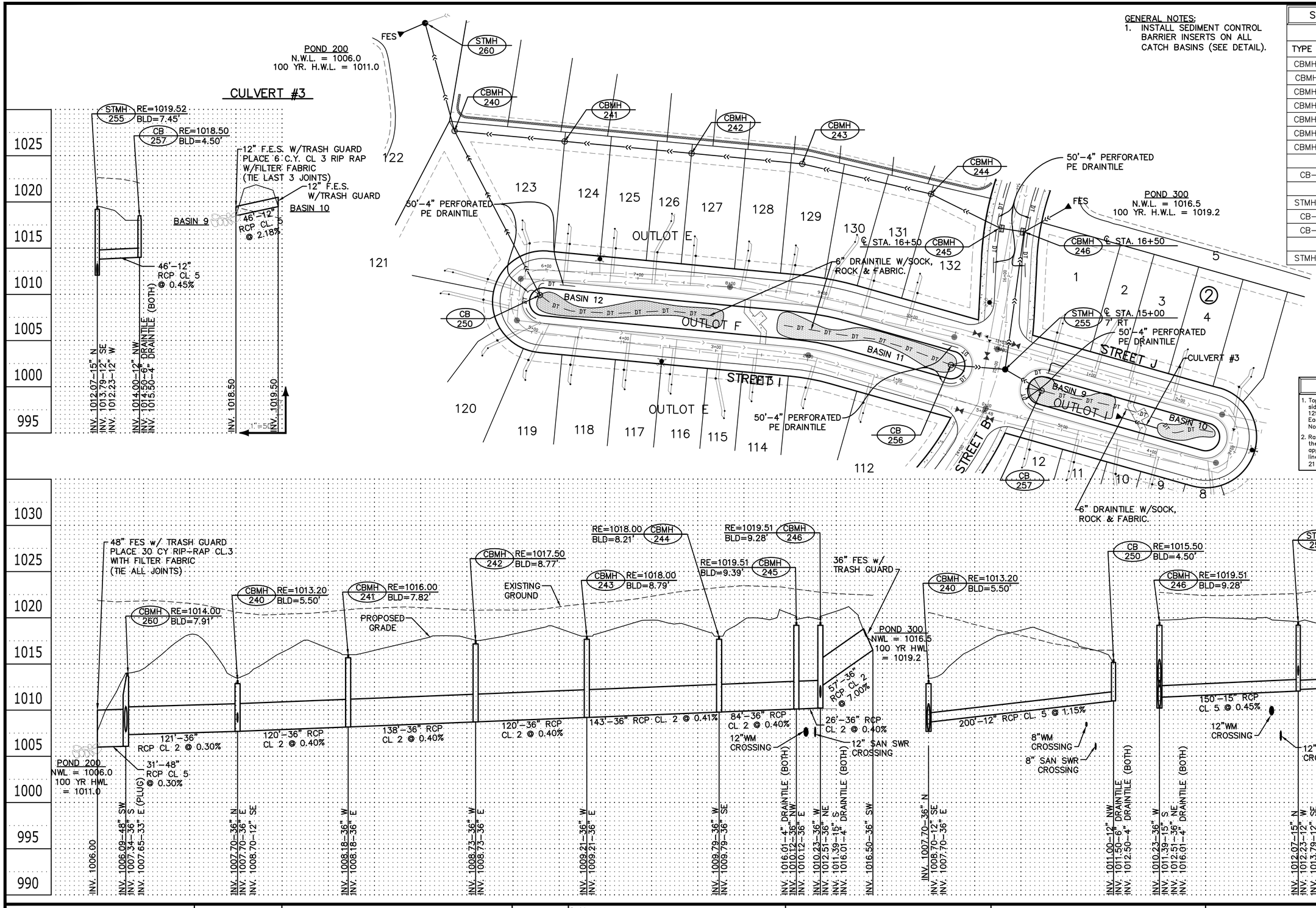
INWOOD 1ST ADDITION
Lake Elmo, Minnesota

STORM SEWER

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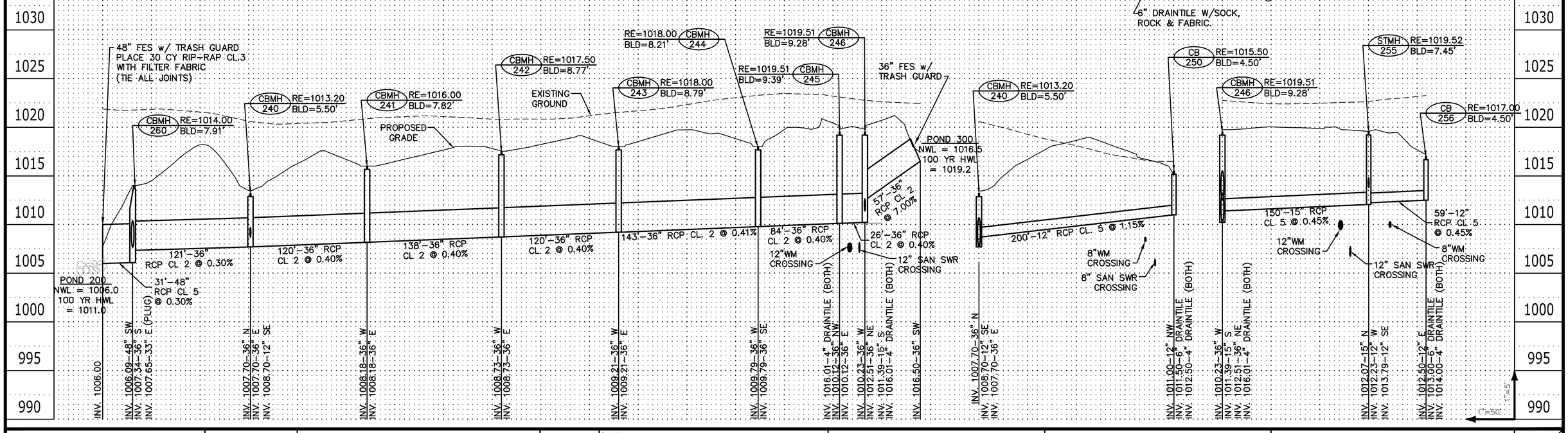
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STORM SEWER SCHEDULE		
STRUCTURE		NEENAH CASTING or EQUAL
TYPE & No.	SIZE	
CBMH–240	60" DIA.	R–4342
CBMH–241	60" DIA.	R–4342
CBMH–242	60" DIA.	R–4342
CBMH–243	60" DIA.	R–4342
CBMH–244	60" DIA.	R–4342
CBMH–245	60" DIA.	R–3067–VB
CBMH–246	60" DIA.	R–3067–VB
CB–250	DESIGN–G	R–4342
STMH–255	48" DIA.	R–1642
CB–256	DESIGN–G	R–4342
CB–257	DESIGN–G	R–4342
STMH–260	96" DIA.	R–1642



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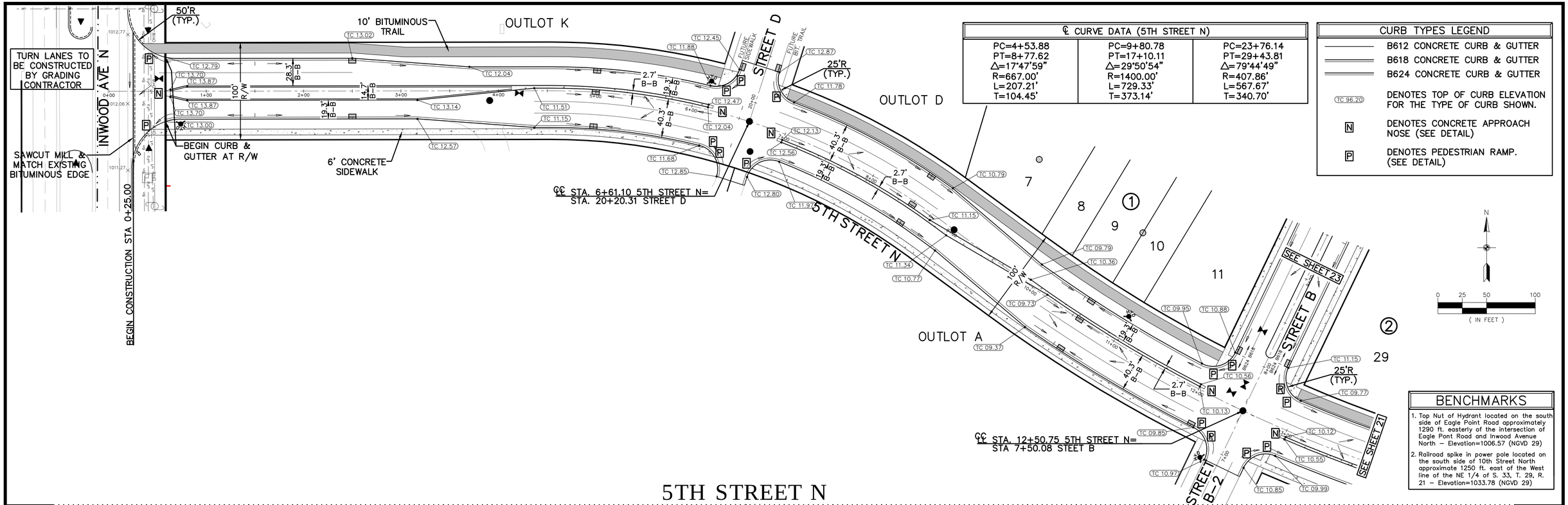
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Lake Elmo, Minnesota

STORM SEWER

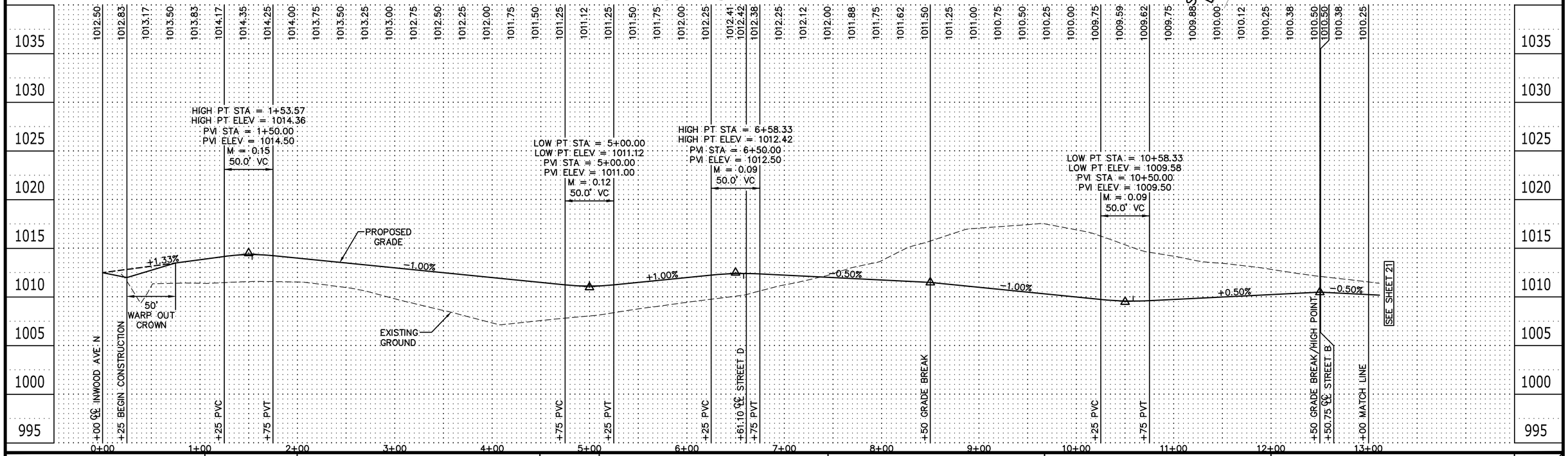
19 of 33

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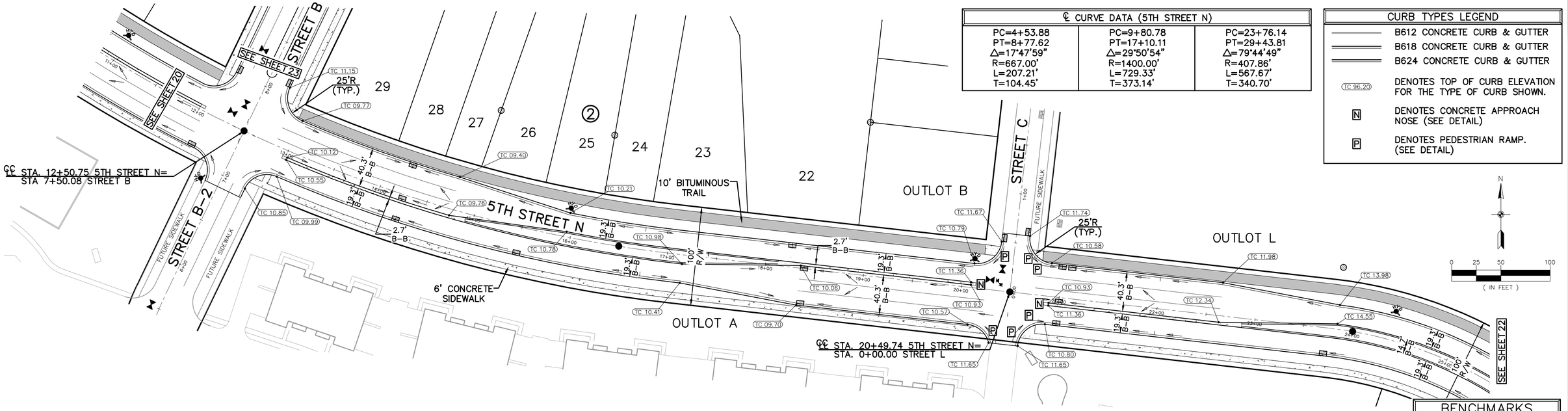
Revisions:
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Lake Elmo, Minnesota

STREET CONSTRUCTION

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℄ CURVE DATA (5TH STREET N)		
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CURB TYPES LEGEND

- B612 CONCRETE CURB & GUTTER
- B618 CONCRETE CURB & GUTTER
- B624 CONCRETE CURB & GUTTER
- (TC 96.20) DENOTES TOP OF CURB ELEVATION FOR THE TYPE OF CURB SHOWN.
- [N] DENOTES CONCRETE APPROACH NOSE (SEE DETAIL)
- [P] DENOTES PEDESTRIAN RAMP. (SEE DETAIL)

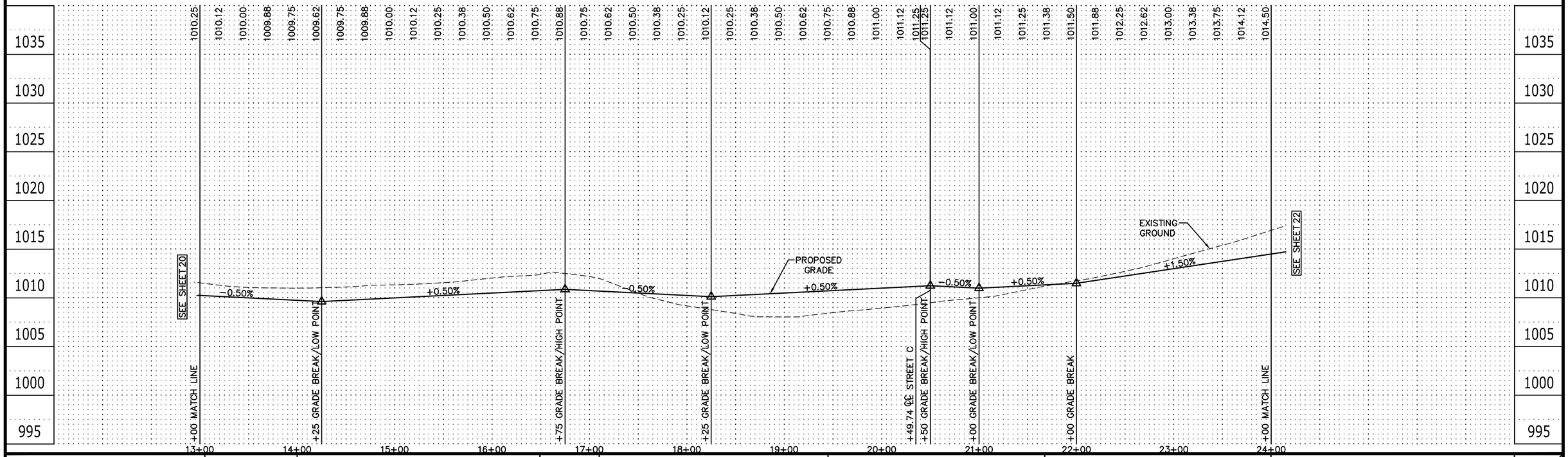
N

0 25 50 100
(IN FEET)

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5TH STREET N



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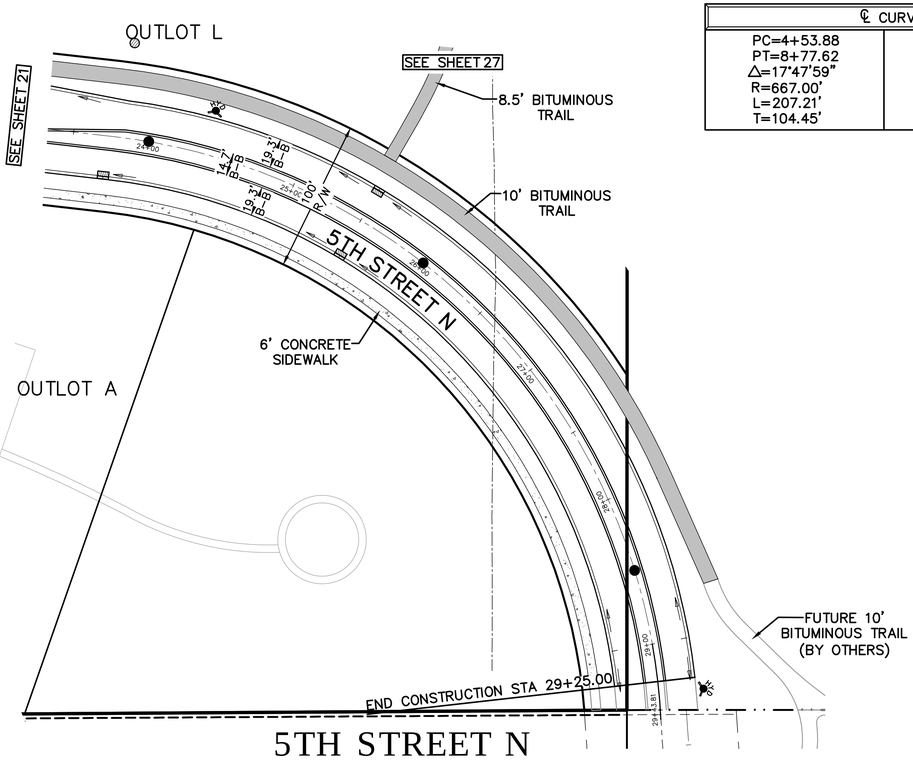
Revisions:
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STREET CONSTRUCTION

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5TH STREET N

℄ CURVE DATA (5TH STREET N)		
PC=4+53.88 PT=8+77.62 △=17°47'59" R=667.00' L=207.21' T=104.45'	PC=9+80.78 PT=17+10.11 △=29°50'54" R=1400.00' L=729.33' T=373.14'	PC=23+76.14 PT=29+43.81 △=79°44'49" R=407.86' L=567.67' T=340.70'

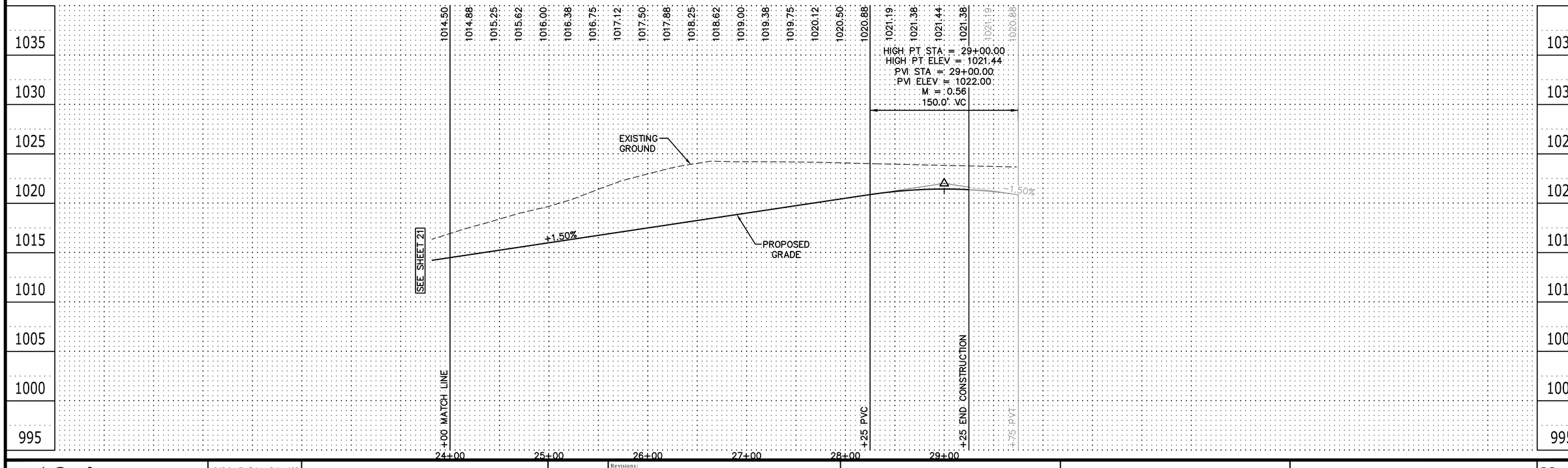
CURB TYPES LEGEND	
———	B612 CONCRETE CURB & GUTTER
═══	B618 CONCRETE CURB & GUTTER
═══	B624 CONCRETE CURB & GUTTER
TC 96.20	DENOTES TOP OF CURB ELEVATION FOR THE TYPE OF CURB SHOWN.
N	DENOTES CONCRETE APPROACH NOSE (SEE DETAIL)
P	DENOTES PEDESTRIAN RAMP. (SEE DETAIL)

N

0 25 50 100
(IN FEET)

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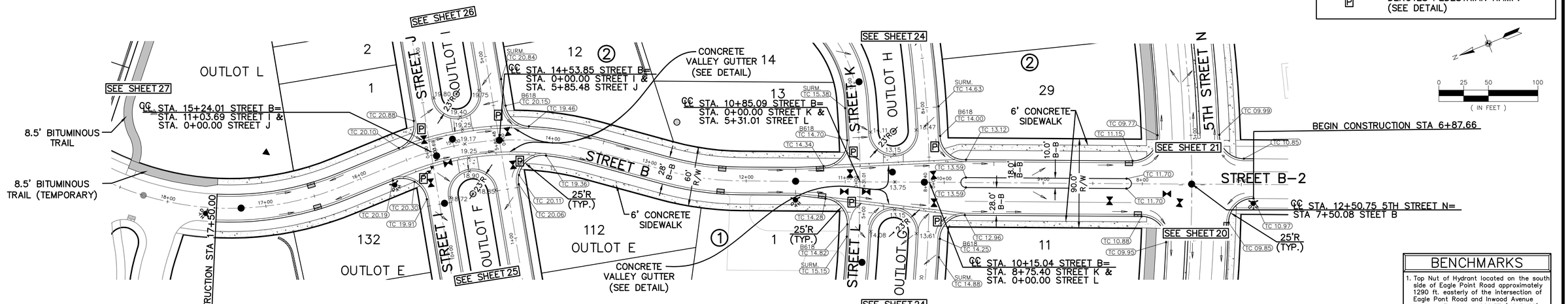
STREET CONSTRUCTION

[Save Date: 03/26/15] \\northstar.local\linolakes\public\jobs\5161 - 5180\5172 - lake elmo property\cad\engineer\final utility phase 1\5172_street.dwg

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CURB TYPES LEGEND

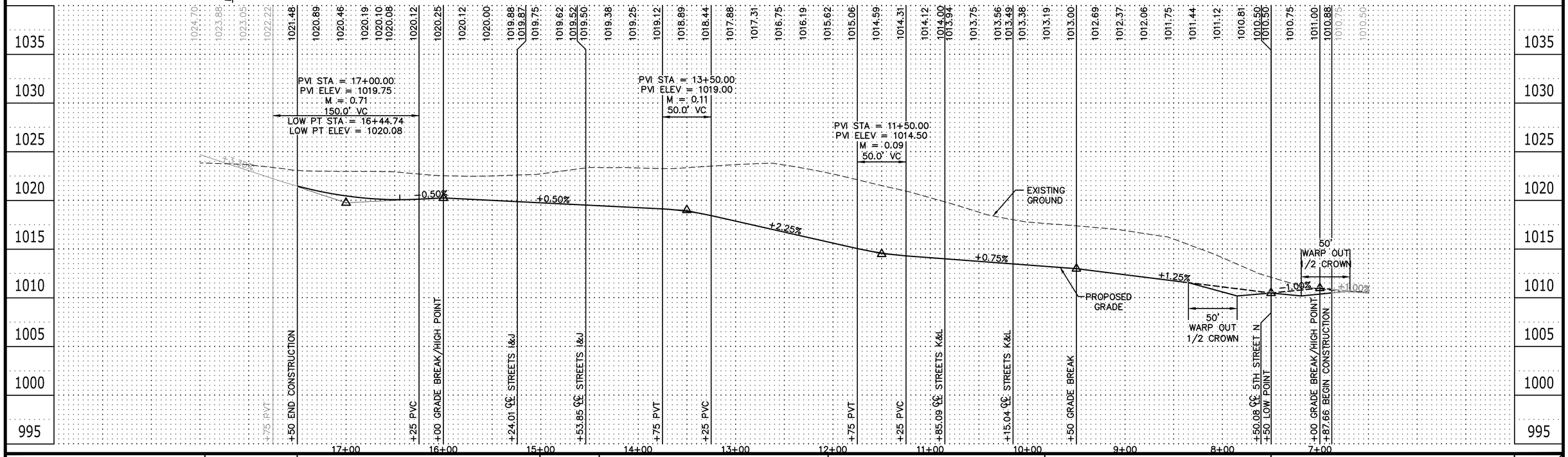
- SURMOUNTABLE CONCRETE CURB & GUTTER
- CONCRETE RIBBON CURB & GUTTER
- B612 CONCRETE CURB & GUTTER
- B618 CONCRETE CURB & GUTTER
- (TC 96.20) DENOTES TOP OF CURB ELEVATION FOR THE TYPE OF CURB SHOWN.
- × 13.54 DENOTES SPOT ELEVATION
- P DENOTES PEDESTRIAN RAMP. (SEE DETAIL)



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STREET B



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INWOOD 1ST ADDITION
Lake Elmo, Minnesota

STREET CONSTRUCTION

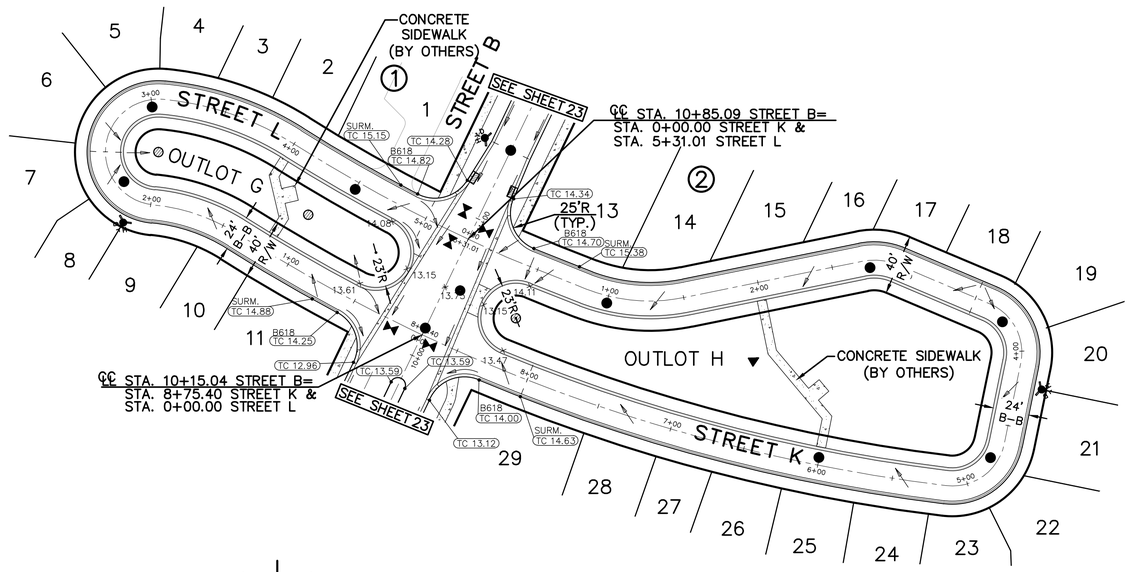
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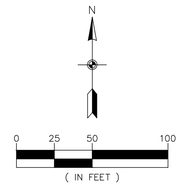
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℄ CURVE DATA (STREET K)				
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CURB TYPES LEGEND

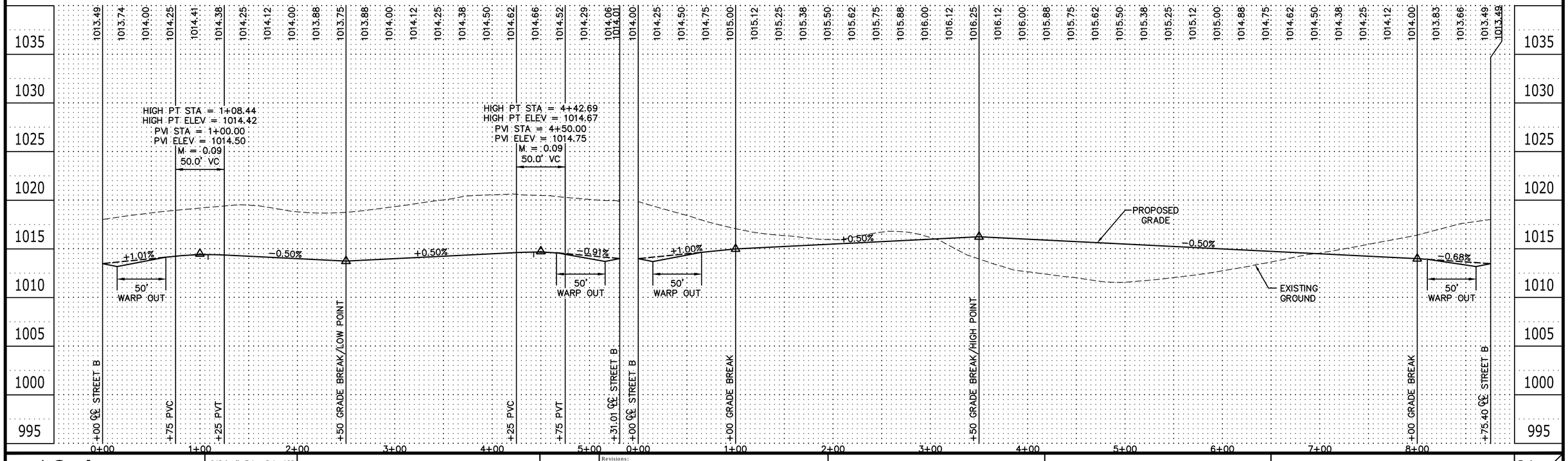
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- B612 CONCRETE CURB & GUTTER
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- × 13.54 DENOTES SPOT ELEVATION.
- P DENOTES PEDESTRIAN RAMP. (SEE DETAIL)





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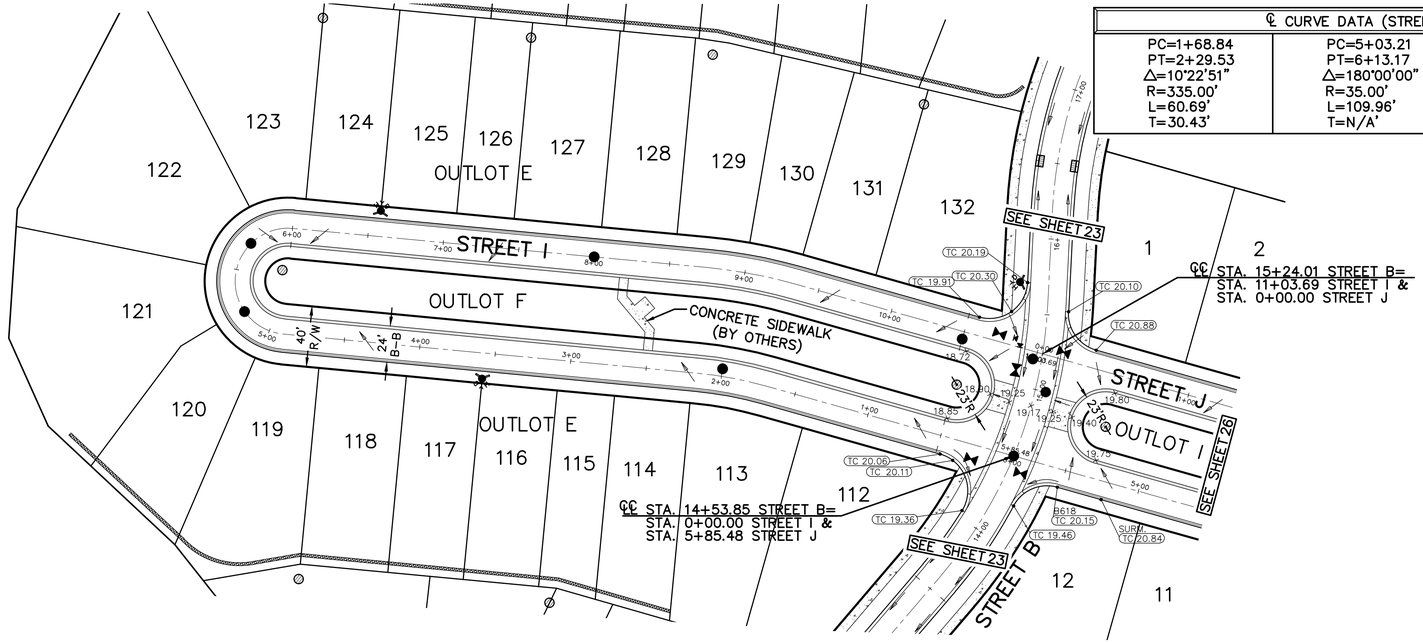
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Lake Elmo, Minnesota

STREET CONSTRUCTION

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℄ CURVE DATA (STREET I)		
PC=1+68.84 PT=2+29.53 △=10°22'51" R=335.00' L=60.69' T=30.43'	PC=5+03.21 PT=6+13.17 △=180°00'00" R=35.00' L=109.96' T=N/A'	PC=8+86.83 PT=9+34.84 △=10°22'51" R=265.00' L=48.01' T=24.07'

CURB TYPES LEGEND	
	SURMOUNTABLE CONCRETE CURB & GUTTER
	CONCRETE RIBBON CURB & GUTTER
	B612 CONCRETE CURB & GUTTER
	B618 CONCRETE CURB & GUTTER
(TC 96.20)	DENOTES TOP OF CURB ELEVATION FOR THE TYPE OF CURB SHOWN.
× 13.54	DENOTES SPOT ELEVATION.
P	DENOTES PEDESTRIAN RAMP. (SEE DETAIL)

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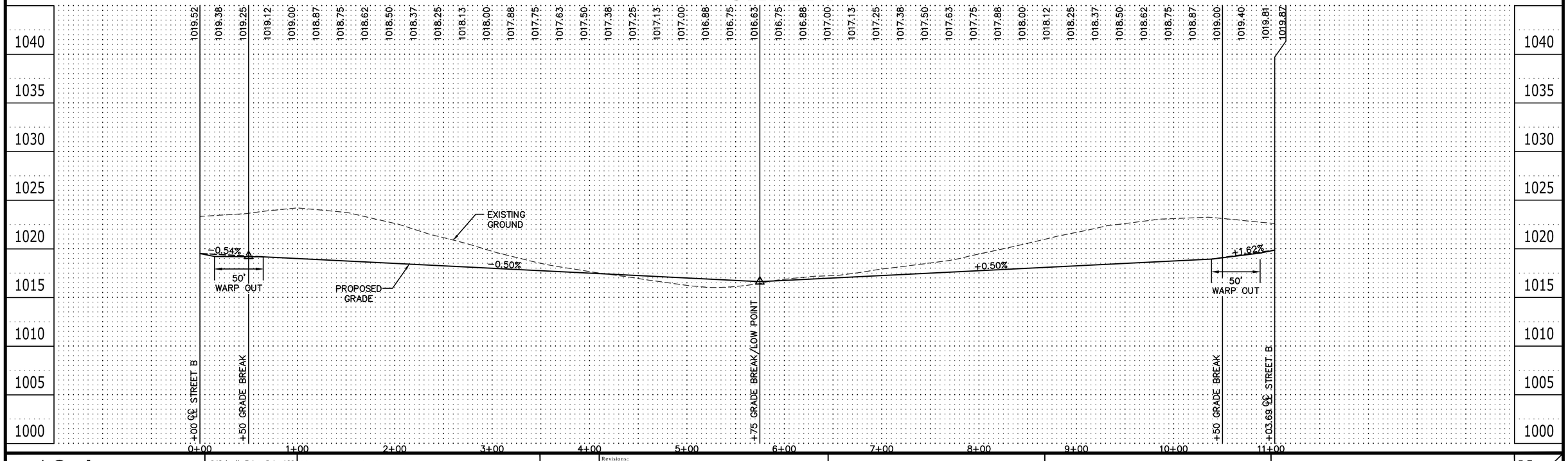
0 25 50 100

(IN FEET)

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STREET I



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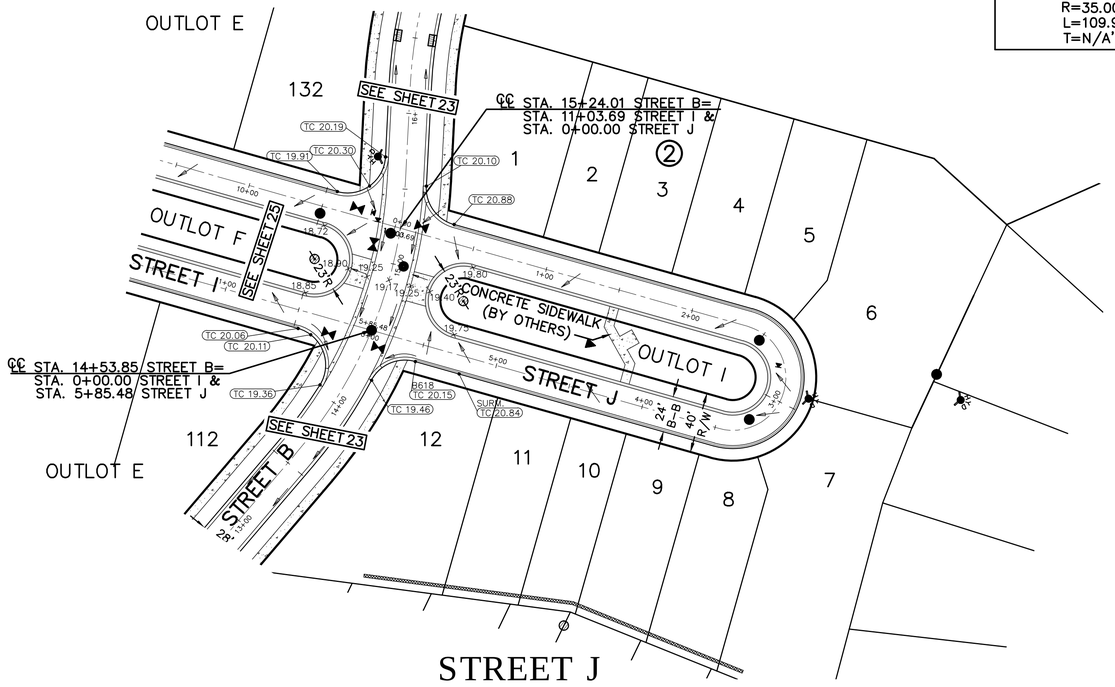
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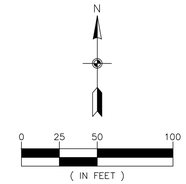
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℄ CURVE DATA (STREET J)
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PT=2+82.98
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L=109.96'
T=N/A'

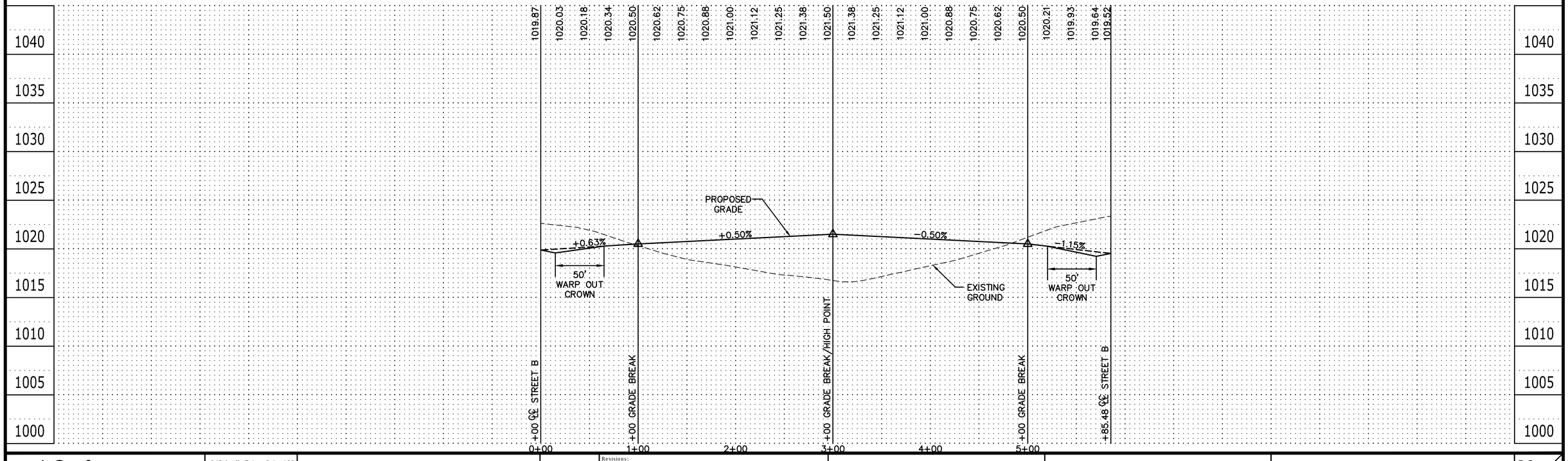
CURB TYPES LEGEND	
═══	SURMOUNTABLE CONCRETE CURB & GUTTER
═══	CONCRETE RIBBON CURB & GUTTER
───	B612 CONCRETE CURB & GUTTER
═══	B618 CONCRETE CURB & GUTTER
TC 96.20	DENOTES TOP OF CURB ELEVATION FOR THE TYPE OF CURB SHOWN.
× 13.54	DENOTES SPOT ELEVATION.
P	DENOTES PEDESTRIAN RAMP. (SEE DETAIL)





BENCHMARKS

1. Top Nut of Hydrant located on the south side of Eagle Point Road approximately 1290 ft. easterly of the intersection of Eagle Pont Road and Inwood Avenue North – Elevation=1006.57 (NGVD 29)
2. Railroad spike in power pole located on the south side of 10th Street North approximate 1250 ft. east of the West line of the NE 1/4 of S. 33, T. 29, R. 21 – Elevation=1033.78 (NGVD 29)



STREET J

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Lino Lakes, MN 55014
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www.carlsonmccain.com

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

Print Name: Brian J. Krystofiak, P.E.
Signature: [signature]
Date: 3/24/15 License #: 25063

Drawn: JJO
Designed: BJK
Date: 3/24/15

Revisions:
1.

HANS HAGEN HOMES
941 NE Hillwind Rd., Suite 300
Fridley, MN 55432

INWOOD 1ST ADDITION
Lake Elmo, Minnesota

STREET CONSTRUCTION

[Save Date: 03/26/15] \\northstar.local\linolakes\public\jobs\5161 - 5180\5172 - lake elmo property\cad\engineer\final utility phase 1\5172_street.dwg

BENCHMARKS

1. Top Nut of Hydrant located on the south side of Eagle Point Road approximately 1290 ft. easterly of the intersection of Eagle Pont Road and Inwood Avenue North – Elevation=1006.57 (NGVD 29)
2. Railroad spike in power pole located on the south side of 10th Street North approximate 1250 ft. east of the West line of the NE 1/4 of S. 33, T. 29, R. 21 – Elevation=1033.78 (NGVD 29)

N

0 25 50 100
(IN FEET)

297 298 299 300 301 302 303 304 305 306 307 308 OUTLOT J OUTLOT L

STREET B

STREET C

STREET J

STREET B

5TH STREET N

1 2 3 4 5 6 7 8 ② 343 344 345 346 347 348 349 350 351 352 353 354 355 356 357 358 359 360 361 362 363 364 365 366 367 368 369 370 371 372 373 374 375 OUTLOT B

FUTURE 8.5' BIT TRAIL

8.5' BITUMINOUS TRAIL

8.5' BITUMINOUS TRAIL (TEMPORARY)

10' BITUMINOUS TRAIL

SEE SHEET 23

SEE SHEET 22

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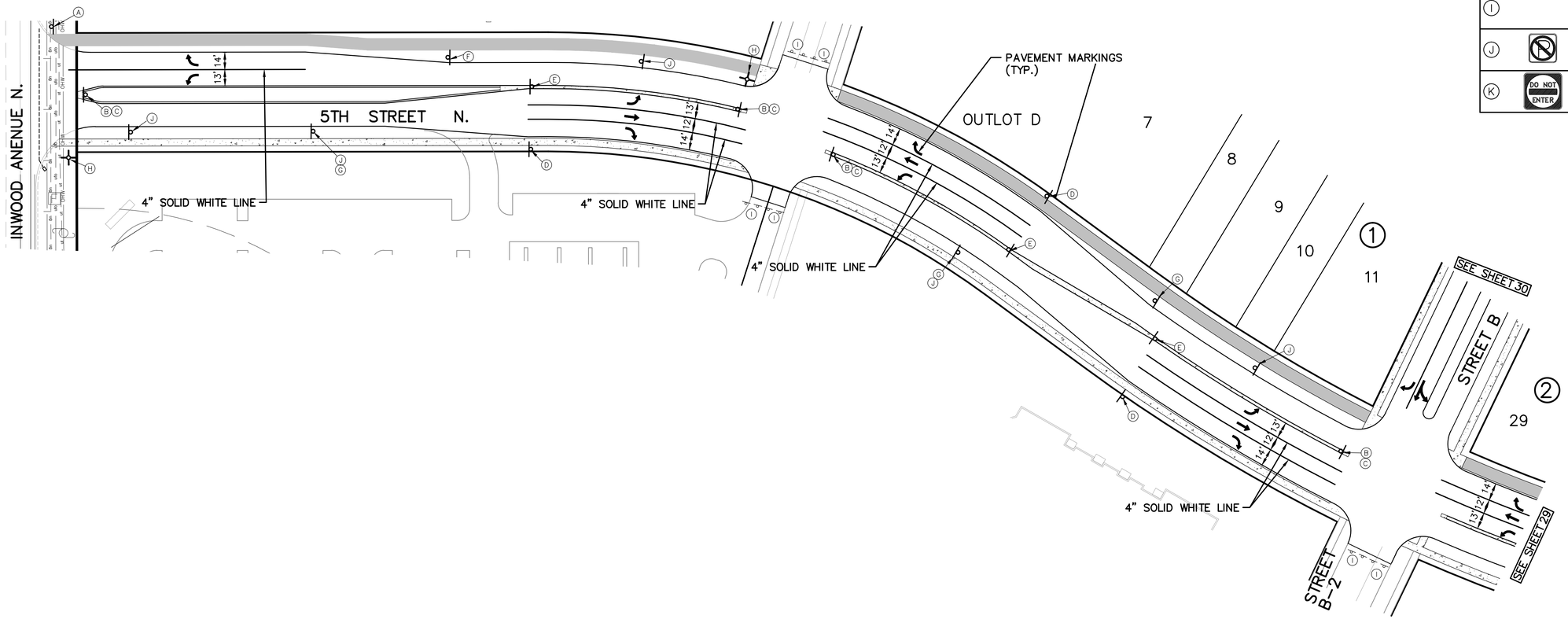
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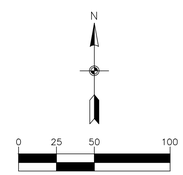
1. ALL SIGNS & LOCATIONS WILL BE SUBJECT TO CHANGE WHEN THE MASTER SIGN PLAN IS APPROVED.

2. SIGNING & STRIPING PER MMUTCD STANDARDS.

3. ALL DIMENSIONS SHOWN FROM CURB LINES ARE TO THE BACK OF CURB.

SIGN SCHEDULE				
	SIGN	SIGN NO.	SIZE	QUANTITY
(A)	STOP	R1-1	30" X 30" (BLACK ON WHITE)	6
(B)		R4-7	24" X 30" (BLACK ON WHITE)	9
(C)		X4-2	18" X 18" (YELLOW ON BLACK)	9
(D)	RIGHT TURN LANE	R3-X1	30" X 30" (BLACK ON WHITE)	7
(E)	LEFT TURN LANE	R3-X2	30" X 30" (BLACK ON WHITE)	6
(F)	ONLY ONLY	R3-30AA	30" X 30" (BLACK ON WHITE)	1
(G)	ONLY ONLY ONLY	R3-30ACA	54" X 30" (BLACK ON WHITE)	6
(H)		STREET SIGN		6
(I)		TYPE III BARRICADES		16
(J)		R8-3A (NO PARKING)	24" X 24" (BLACK AND RED ON WHITE)	14
(K)	DO NOT ENTER	R5-1 (DO NOT ENTER)	30" X 30" (RED ON WHITE)	4





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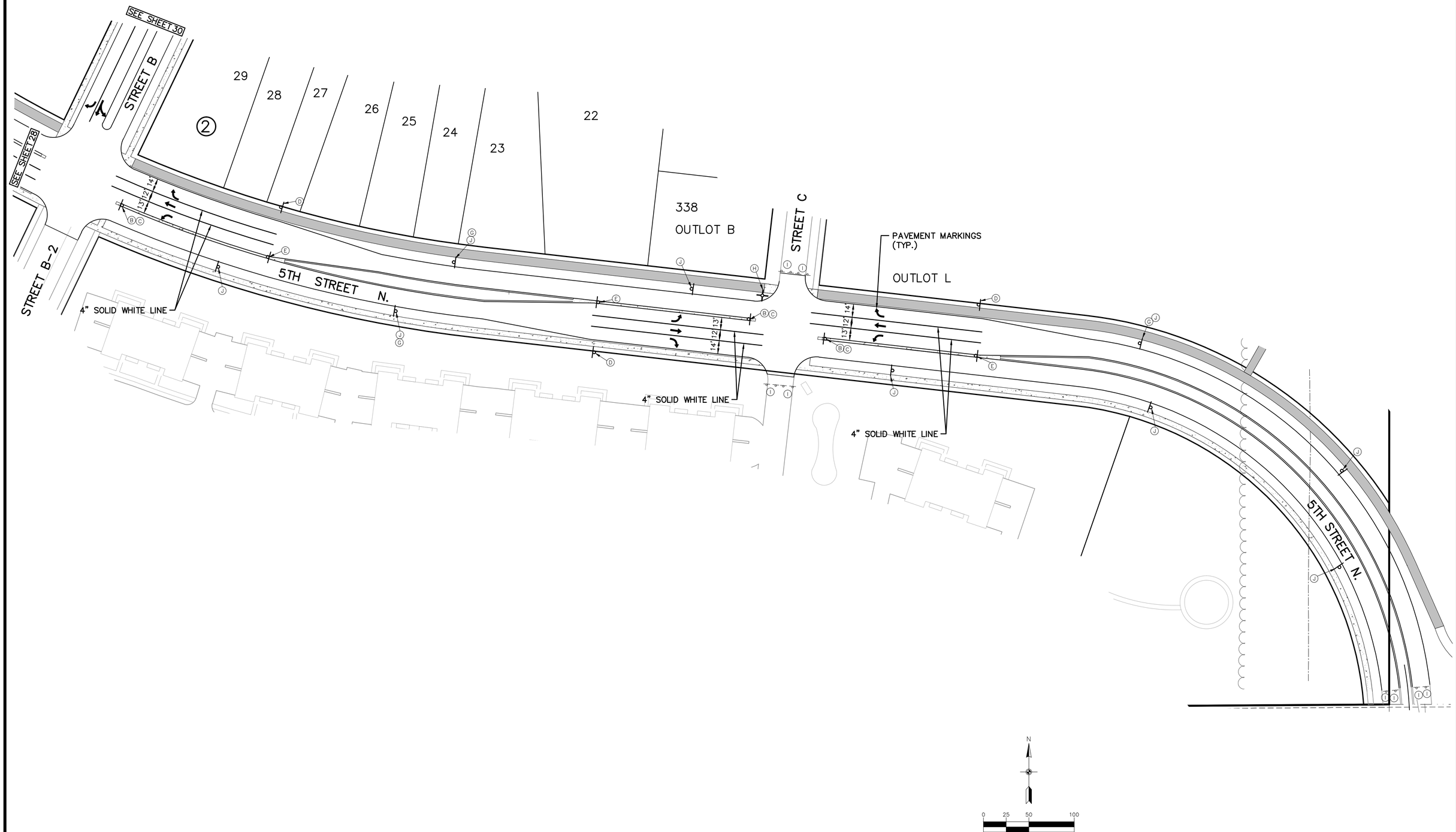
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INWOOD 1ST ADDITION
Lake Elmo, Minnesota

SIGNING & STRIPING PLAN

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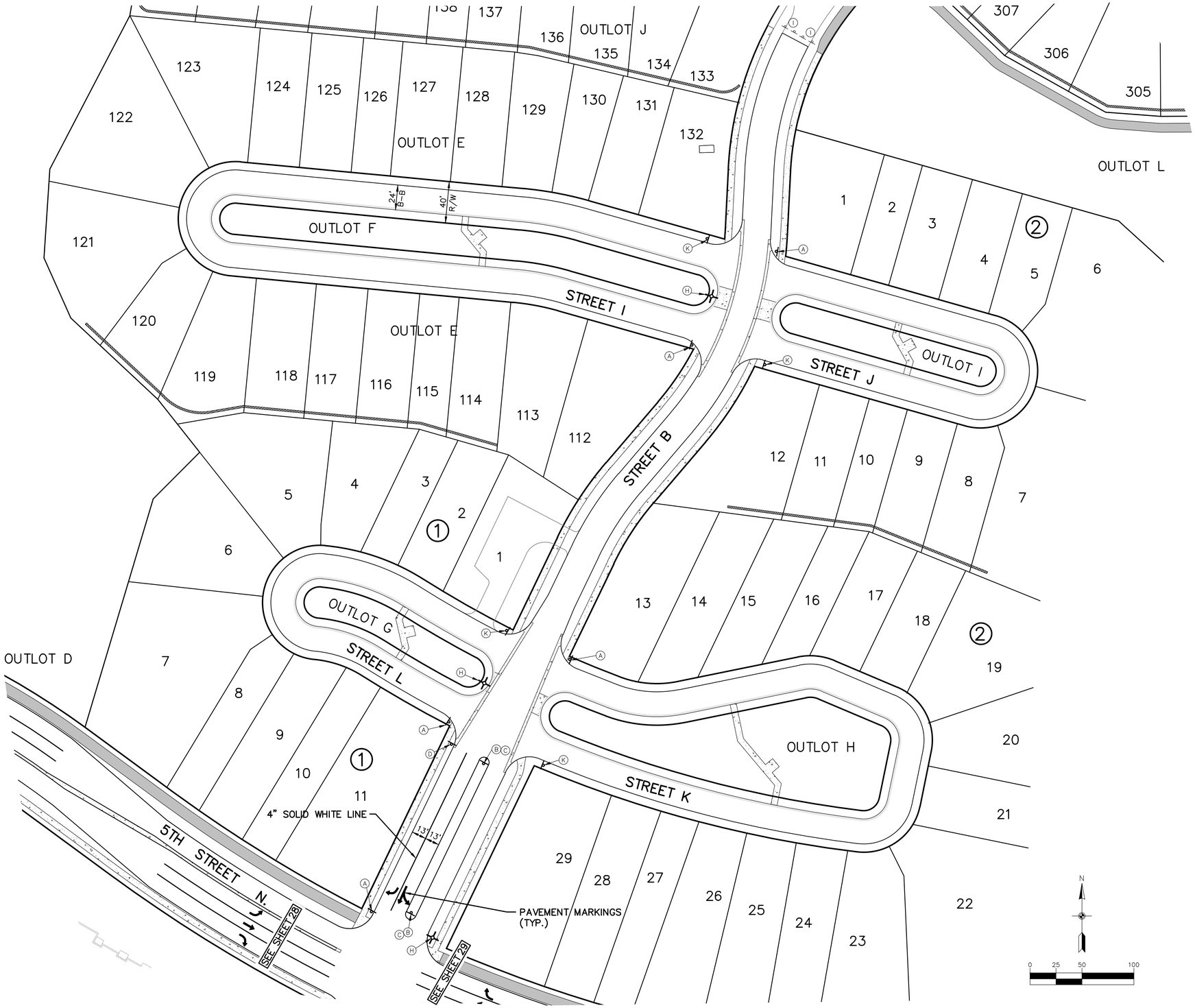
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INWOOD 1ST ADDITION
Lake Elmo, Minnesota

SIGNING & STRIPING PLAN

29 of 33

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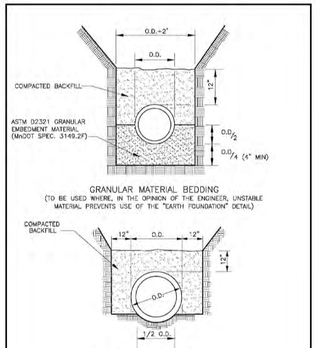
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SIGNING & STRIPING PLAN

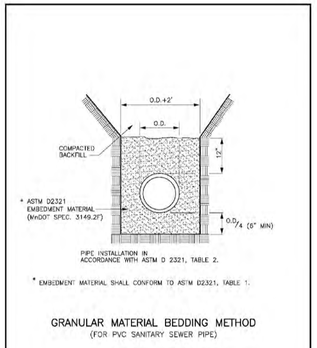
30 of 33

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FEBRUARY 2013

CITY OF LAKE ELMO | STANDARD DRAWING NO. 101 (LAKE ELMO)



FEBRUARY 2013

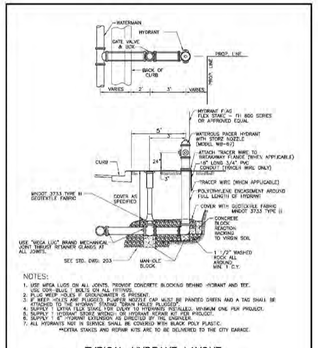
CITY OF LAKE ELMO | STANDARD DRAWING NO. 103 (LAKE ELMO)

1. ALL WATERMAIN AND ACCESSORIES MUST BE CONSTRUCTED IN ACCORDANCE WITH THE CITY OF LAKE ELMO STANDARD SPECIFICATIONS AND DETAILS.
2. MANIPULATION OF EXISTING VALVES SHALL BE PERFORMED ONLY BY CITY PERSONNEL.
3. WATERMAIN SHALL BE DUCTILE IRON PIPE, CLASS-52.
4. ALL FITTINGS SHALL COMPLY WITH CEAM SPEC. 2611.2.A.1. ALL FITTINGS SHALL BE DUCTILE IRON PIPE WITH POLYETHYLENE ENCASEMENT. ALL CONNECTIONS SHALL BE INSTALLED UTILIZING COR-BLUE NUTS & BOLTS.
5. USE GATE VALVES FOR ALL APPLICATIONS UP THROUGH 12 INCHES.
6. GATE VALVES SHALL BE RESILIENT WEDGE AMERICAN FLOW CONTROL SERIES 2500 OR APPROVED EQUAL. GATE VALVES MUST COMPLY WITH CEAM SPEC 2611.2, C.2.
7. USE BUTTERFLY VALVES FOR ALL APPLICATIONS GREATER THAN 12 INCHES.
8. BUTTERFLY VALVES SHALL BE MUELLER LINESEAL XL OR APPROVED EQUAL. BUTTERFLY VALVES SHALL COMPLY WITH CEAM SPEC 2611.2, C.3.
9. BOLTS AND NUTS ON ALL VALVES AND HYDRANTS SHALL BE STAINLESS STEEL.
10. ALL HYDRANTS SHALL BE INSTALLED 5.0 FEET BACK OF CURB.
11. HYDRANTS SHALL BE WATEROUS "PACER," MODEL WB-67 OR APPROVED EQUAL, FITTED WITH FH 800 SERIES TICK STAKE AND PAINTED RED.
12. HYDRANTS SHALL HAVE TWO OUTLET NOZZLES FOR 2-1/2 (I.D.) HOSE CONNECTIONS AND ONE 4" STORZ NOZZLE.
13. THE CURB STOP SERVICE ASSEMBLY SHALL HAVE A MINIMUM 1-FT ADJUSTMENT RANGE AND SHALL EXTEND 6 INCHES ABOVE FINISHED GRADE FULLY EXTENDED.
14. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING WATER TO HOMES AND BUSINESSES WHOSE WATER SUPPLY IS DISRUPTED DURING THE COURSE OF THE PROJECT.

STANDARD PLAN NOTES
WATERMAIN PLANS

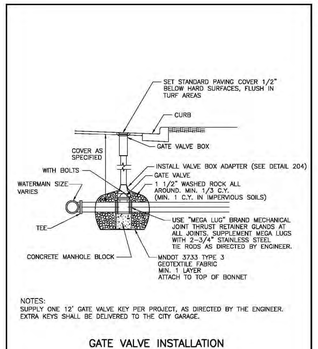
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CITY OF LAKE ELMO | STANDARD DRAWING NO. 200A (LAKE ELMO)



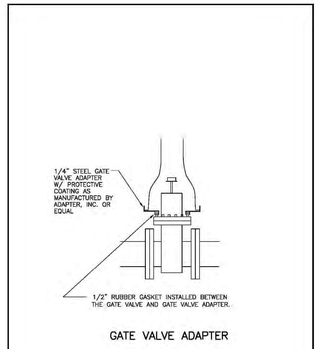
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CITY OF LAKE ELMO | STANDARD DRAWING NO. 201 (LAKE ELMO)



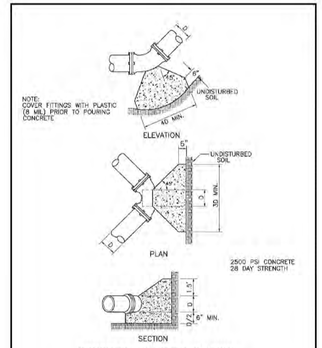
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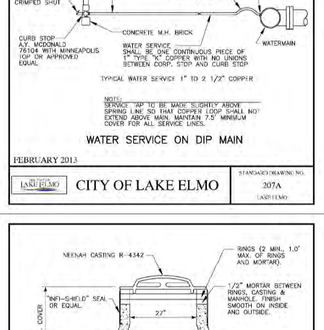
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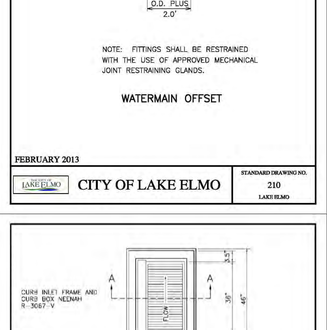
FEBRUARY 2013

CITY OF LAKE ELMO | STANDARD DRAWING NO. 206 (LAKE ELMO)



FEBRUARY 2013

CITY OF LAKE ELMO | STANDARD DRAWING NO. 207A (LAKE ELMO)



FEBRUARY 2013

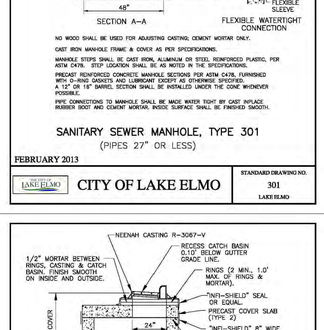
CITY OF LAKE ELMO | STANDARD DRAWING NO. 210 LAKE ELMO

1. ALL SANITARY SEWER AND ACCESSORIES MUST BE CONSTRUCTED IN ACCORDANCE WITH THE CITY OF LAKE ELMO STANDARD SPECIFICATIONS AND DETAILS.
2. ALL SANITARY SEWER PVC PIPE SHALL BE INSTALLED ACCORDING TO CITY STANDARD DRAWING 103 "GRANULAR MATERIAL BEDDING METHOD (FOR PVC SANITARY SEWER PIPE).
3. UNLESS NOTED OTHERWISE, ALL SMOOTH WALLED SANITARY SEWER PVC PIPE AND FITTINGS SHALL BE SDR 35 WITH ELASTOMERIC GASKETED JOINTS.
4. ALL SANITARY SEWER SERVICES SHALL BE 4-INCH PVC, SCH. 40 OR SDR 26 PIPE.
5. SMOOTH WALLED PVC PIPE AND FITTINGS SHALL CONFORM WITH THE REQUIREMENTS OF ASTM D-3034 FOR THE SIZE, STANDARD DIMENSION RATIO (SDR), AND STRENGTH REQUIREMENTS INDICATED ON THE PLANS, SPECIFICATIONS, AND SPECIAL PROVISIONS.
6. REINFORCED CONCRETE PIPE AND FITTINGS SHALL CONFORM WITH THE REQUIREMENTS OF MnDOT SPEC 3236 (REINFORCED CONCRETE PIPE) FOR THE TYPE, SIZE, AND STRENGTH CLASS SPECIFIED HEREIN.
7. JOINTS OF MANHOLE RISER SECTIONS SHALL BE TONGUE AND GROOVE WITH RUBBER "O" RING JOINTS PROVIDED ON ALL SANITARY SEWER MANHOLES.
8. SANITARY SEWER INLET AND OUTLET PIPES SHALL BE JOINED TO THE MANHOLE WITH A GASKETED, FLEXIBLE, WATERTIGHT CONNECTION TO ALLOW DIFFERENTIAL SETTLEMENT OF THE PIPE AND MANHOLE TO TAKE PLACE.
9. A 1'-0" TO 1'-4" MANHOLE SECTION SHALL BE INSTALLED UNDER THE CONE SECTION TO ALLOW FOR HEIGHT ADJUSTMENT WHENEVER POSSIBLE.
10. ALL SERVICE LINE STUBS MUST HAVE A 2"x2" HARDWOOD MARKER WITH METAL SPIKE RUNNING FROM THE END OF PIPE TO FINISHED GRADE ELEVATION.
11. UPON MAKING A CONNECTION TO AN EXISTING SANITARY SEWER STUB OR MANHOLE, DIRT AND DEBRIS SHALL BE PREVENTED FROM ENTERING THE EXISTING SEWER BY IMMEDIATELY INSTALLING WATERTIGHT PLUGS AS NEEDED IN THE EXISTING MANHOLE.

STANDARD PLAN NOTES
SANITARY SEWER PLANS

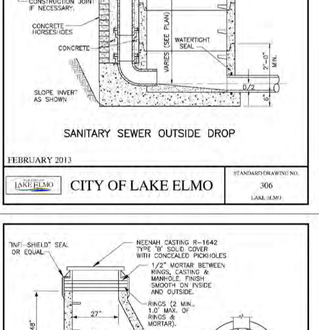
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CITY OF LAKE ELMO | STANDARD DRAWING NO. 300A (LAKE ELMO)



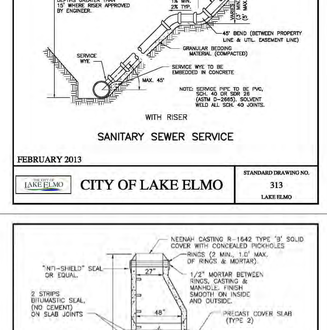
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CITY OF LAKE ELMO | STANDARD DRAWING NO. 301 LAKE ELMO



FEBRUARY 2013

CITY OF LAKE ELMO | STANDARD DRAWING NO. 306 (LAKE ELMO)



FEBRUARY 2013

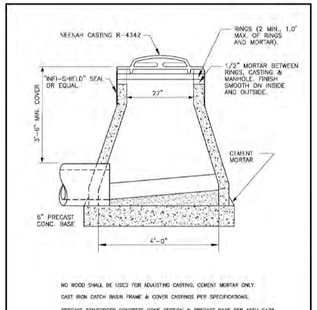
CITY OF LAKE ELMO | STANDARD DRAWING NO. 313 LAKE ELMO

1. ALL STORM SEWER AND ACCESSORIES MUST BE CONSTRUCTED IN ACCORDANCE WITH THE CITY OF LAKE ELMO STANDARD SPECIFICATIONS AND DETAILS.
2. REINFORCED CONCRETE PIPE AND FITTINGS SHALL CONFORM WITH THE REQUIREMENTS OF MnDOT SPEC 3236 (REINFORCED CONCRETE PIPE) FOR THE TYPE, SIZE, AND STRENGTH CLASS SPECIFIED HEREIN.
3. PRECAST CONCRETE MANHOLE AND CATCH BASIN SECTIONS SHALL CONFORM TO THE REQUIREMENTS OF ASTM C-477.
4. A 1'-0" TO 1'-4" MANHOLE SECTION SHALL BE INSTALLED UNDER THE CONE SECTION TO ALLOW FOR HEIGHT ADJUSTMENT WHENEVER POSSIBLE.
5. JOINTS OF MANHOLE RISER SECTIONS SHALL BE TONGUE AND GROOVE WITH RUBBER "O" RING JOINTS PROVIDED ON ALL STORM SEWER MANHOLES.
6. RIP-RAP SHALL BE HAND-PLACED OVER GEOTEXTILE FABRIC AND CONFORM TO MnDOT SPEC. 3601, CLASS III, OR AS SPECIFIED HEREIN.
7. THE GEOTEXTILE FABRIC USED UNDER RIP-RAP SHALL EXTEND 3 FT UNDER THE APRON.
8. FURNISH & INSTALL TRASH GUARDS ON ALL FLARED END SECTIONS.
9. ALL SILT SHALL BE CLEANED OUT FROM THE RIP-RAP AT THE END OF THE PROJECT.

STANDARD PLAN NOTES
STORM SEWER PLANS

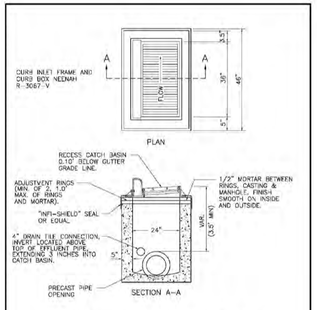
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CITY OF LAKE ELMO | STANDARD DRAWING NO. 400A (LAKE ELMO)



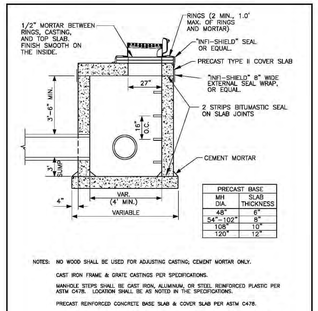
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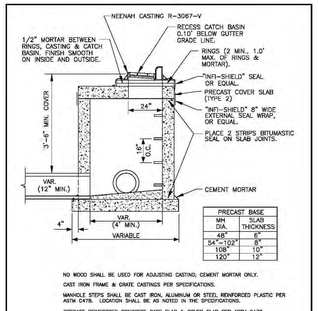
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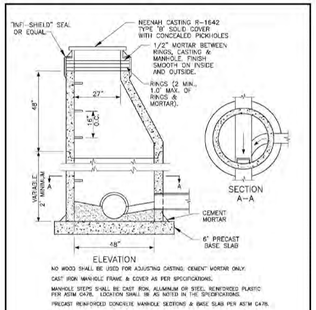
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CITY OF LAKE ELMO | STANDARD DRAWING NO. 405 LAKE ELMO



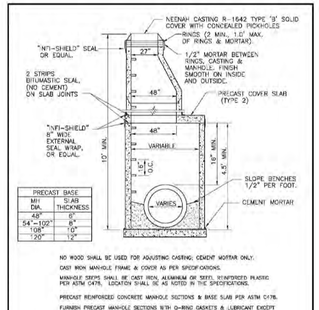
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CITY OF LAKE ELMO | STANDARD DRAWING NO. 406 LAKE ELMO



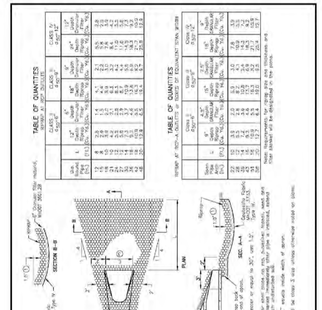
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CITY OF LAKE ELMO | STANDARD DRAWING NO. 407 (LAKE ELMO)



FEBRUARY 2013

CITY OF LAKE ELMO | STANDARD DRAWING NO. 408 (LAKE ELMO)



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CITY OF LAKE ELMO | STANDARD DRAWING NO. 411 (LAKE ELMO)

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Revisions:
1.

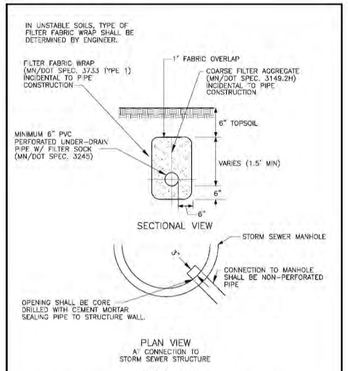
HANS HAGEN HOMES
941 NE Hillwind Rd., Suite 300
Fridley, MN 55432

INWOOD 1ST ADDITION
Lake Elmo, Minnesota

DETAILS

31 of 33

Save Date: 03/25/15 \\northstar.local\linolakes\public\jobs\5161 - 5180\5172 - lake elmo property\cad\engineer\final utility phase 1\5172_details.dwg

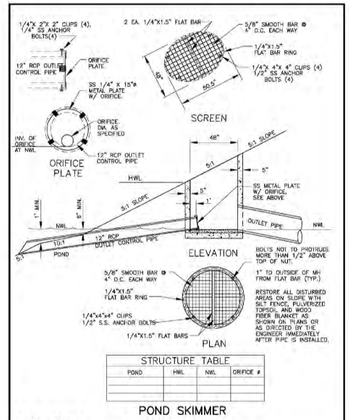


DRAIN TILE

USED BY DIRECTION OF CITY ENGINEER ONLY

FEBRUARY 2013

CITY OF LAKE ELMO | STANDARD DRAWING NO. 412



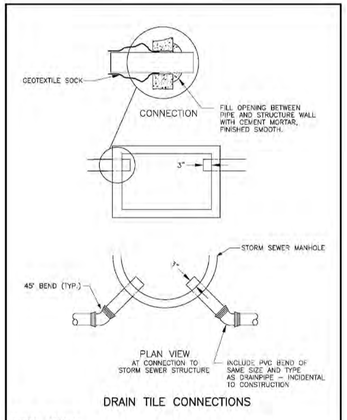
STRUCTURE TABLE

POND	HWL	NWL	ORIFICE #

POND SKIMMER

FEBRUARY 2013

CITY OF LAKE ELMO | STANDARD DRAWING NO. 417



DRAIN TILE CONNECTIONS

FEBRUARY 2013

CITY OF LAKE ELMO | STANDARD DRAWING NO. 420

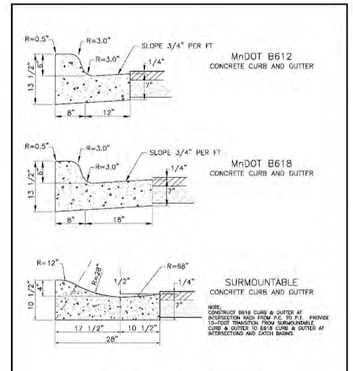
1. BITUMINOUS TRAILS AND SIDEWALKS MUST BE CONSTRUCTED TO MAINTAIN POSITIVE DRAINAGE AWAY FROM THE PATHWAYS THROUGHOUT THE ENTIRE LENGTH.
2. TOPSOIL AND BACKFILLING OPERATIONS MUST BE COMPLETED TO AVOID DAMAGE TO THE BITUMINOUS TRAILS AND SIDEWALKS. FINAL GRADE OF BACKFILL AND TOPSOIL MUST BE FLUSH WITH THE PATH EDGE TO AVOID TRAPPING WATER.
3. DIVIDE SIDEWALK INTO SECTIONS WITH CONTRACTION JOINTS. SPACING SHALL NOT BE LESS THAN 5 FT NOR GREATER THAN 12 FT IN ANY DIMENSION. PLACE ½ INCH EXPANSION JOINT FILLER AT 50 FT (MAXIMUM) INTERVALS.
4. CONCRETE PEDESTRIAN RAMPS MUST BE CONSTRUCTED AT ALL INTERSECTIONS.

STANDARD PLAN NOTES

SIDEWALKS AND TRAILS

FEBRUARY 2013

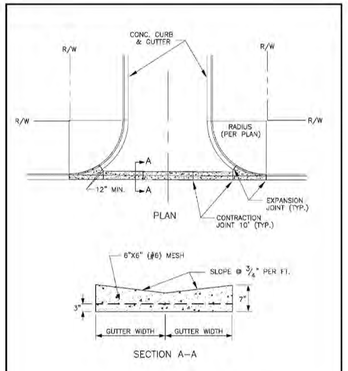
CITY OF LAKE ELMO | STANDARD DRAWING NO. 500A



CONCRETE CURB & GUTTER

FEBRUARY 2013

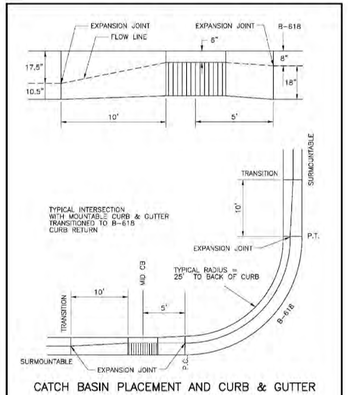
CITY OF LAKE ELMO | STANDARD DRAWING NO. 501



CONCRETE VALLEY GUTTER

FEBRUARY 2013

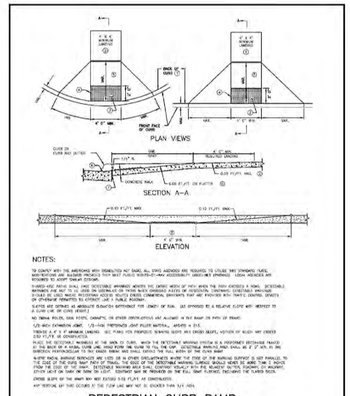
CITY OF LAKE ELMO | STANDARD DRAWING NO. 505



CATCH BASIN PLACEMENT AND CURB & GUTTER TRANSITION AT INTERSECTIONS

FEBRUARY 2013

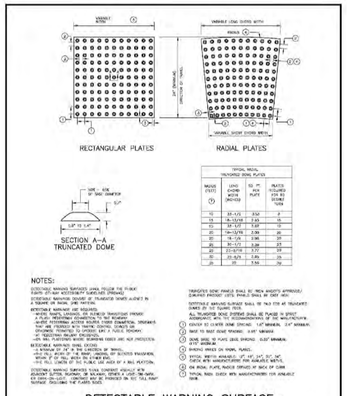
CITY OF LAKE ELMO | STANDARD DRAWING NO. 506



PEDESTRIAN CURB RAMP

FEBRUARY 2013

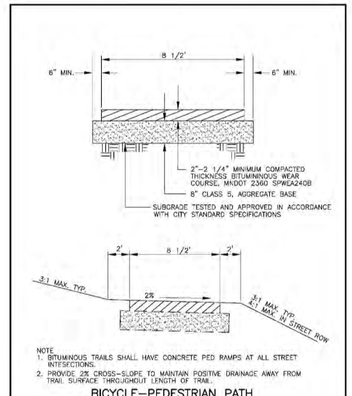
CITY OF LAKE ELMO | STANDARD DRAWING NO. 507



DETECTABLE WARNING SURFACE— TRUNCATED DOMES

FEBRUARY 2013

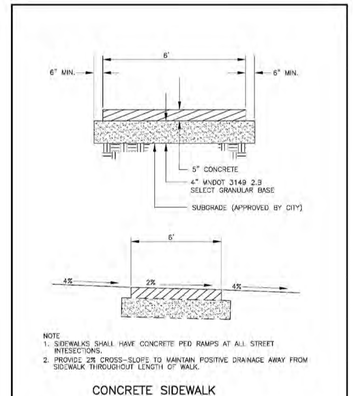
CITY OF LAKE ELMO | STANDARD DRAWING NO. 508



BICYCLE-PEDESTRIAN PATH

FEBRUARY 2013

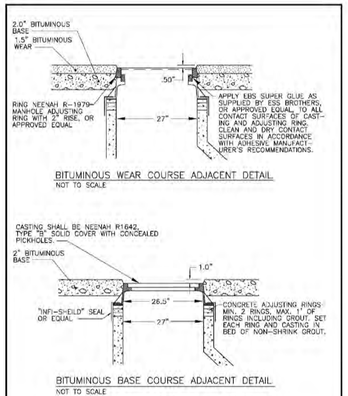
CITY OF LAKE ELMO | STANDARD DRAWING NO. 509



CONCRETE SIDEWALK

FEBRUARY 2013

CITY OF LAKE ELMO | STANDARD DRAWING NO. 510



BITUMINOUS WEAR COURSE ADJACENT DETAIL

NOT TO SCALE

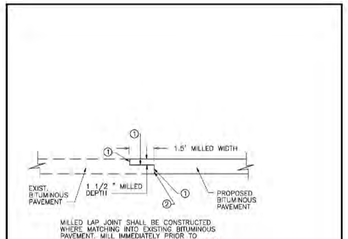
BITUMINOUS BASE COURSE ADJACENT DETAIL

NOT TO SCALE

MANHOLE CASTING ADJUSTMENT

FEBRUARY 2013

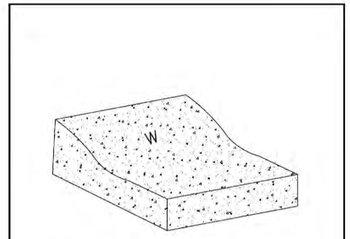
CITY OF LAKE ELMO | STANDARD DRAWING NO. 511



MILLED LAP JOINT

FEBRUARY 2013

CITY OF LAKE ELMO | STANDARD DRAWING NO. 512

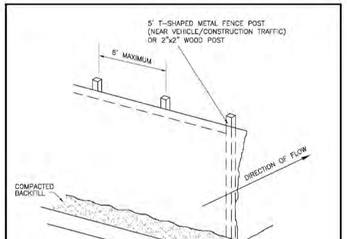


CONCRETE CURB MARKING

(FOR CURB STOPS)

FEBRUARY 2013

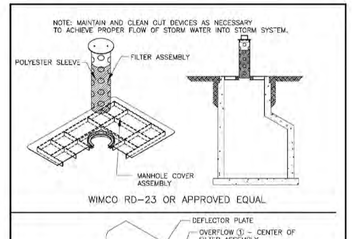
CITY OF LAKE ELMO | STANDARD DRAWING NO. 513



SILT FENCE

FEBRUARY 2013

CITY OF LAKE ELMO | STANDARD DRAWING NO. 601

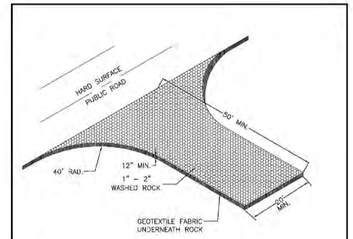


WIMCO CG-23 HIGH-FLOW OR APPROVED EQUAL

SEDIMENT CONTROL AROUND STORM SEWER INLET

FEBRUARY 2013

CITY OF LAKE ELMO | STANDARD DRAWING NO. 604



ROCK CONSTRUCTION ENTRANCE

FEBRUARY 2013

CITY OF LAKE ELMO | STANDARD DRAWING NO. 605

1. STREET LIGHTING SHALL BE INSTALLED PER CITY STANDARDS 5 FEET BACK OF CURB IN LOCATIONS SHOWN ON PLAN.
2. ALL SIGNS MUST MEET MMUTCD.
3. ALL SIGN SHEATHING TO BE HIGH INTENSITY DIAMOND GRADE.
4. SIGN POSTS TO BE UNPAINTED GALVANIZED METAL, 2.75 LBS/FT.
5. CITY TO FURNISH AND INSTALL STREET SIGNS.
6. POLY PREFORMED PAVEMENT MATERIAL SHALL BE USED FOR ALL PAVEMENT SYMBOLS.
7. PAINT FOR PAVEMENT MARKINGS SHALL MEET THE REQUIREMENTS OF MnDOT "SPECIFICATIONS FOR WHITE AND YELLOW, THREE MINUTE DRY, ALKYD TRAFFIC PAINTS".

STANDARD PLAN NOTES

SIGNAGE/PAVEMENT MARKINGS/LIGHTING PLANS

FEBRUARY 2013

CITY OF LAKE ELMO | STANDARD DRAWING NO. 700A

Carlson McCain | • environmental • engineering • surveying
248 Apollo Drive, Suite 100
Lino Lakes, MN 55014
Phone: (763) 489-7900
Fax: (763) 489-7959
www.carlsonmccain.com

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

Print Name: Brian J. Krystofiak, P.E.
Signature:
Date: 3/24/15 License #: 25063

Drawn: JJO
Designed: BJK
Date: 3/24/15

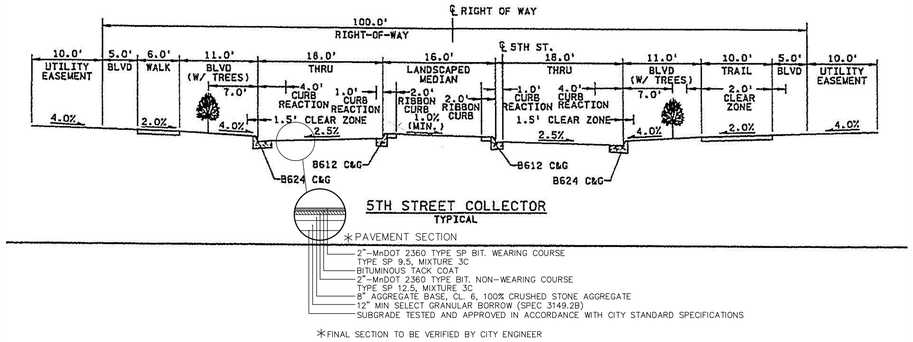
Revisions:
1.

HANS HAGEN HOMES
941 NE Hillwind Rd., Suite 300
Fridley, MN 55432

INWOOD 1ST ADDITION
Lake Elmo, Minnesota

DETAILS

[Save Date: 03/25/15] \\northstar.local\lnolakes\public\jobs\5161 - 5180\5172 - lake elmo property\cad\engineer\final utility phase 1\5172_details.dwg

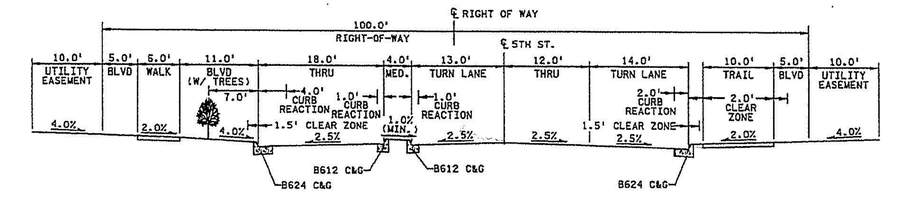


5TH STREET COLLECTOR
TYPICAL

*PAVEMENT SECTION

2"–MnDOT 2360 TYPE SP BIT. WEARING COURSE
TYPE SP 9.5, MIXTURE 3C
BITUMINOUS TACK COAT
2"–MnDOT 2360 TYPE BIT. NON–WEARING COURSE
TYPE SP 12.5, MIXTURE 3C
8" AGGREGATE BASE, CL. 6, 100% CRUSHED STONE AGGREGATE
12" MIN SELECT GRANULAR BORROW (SPEC 3149.2B)
SUBGRADE TESTED AND APPROVED IN ACCORDANCE WITH CITY STANDARD SPECIFICATIONS

*FINAL SECTION TO BE VERIFIED BY CITY ENGINEER



5TH STREET COLLECTOR
AT INTERSECTION

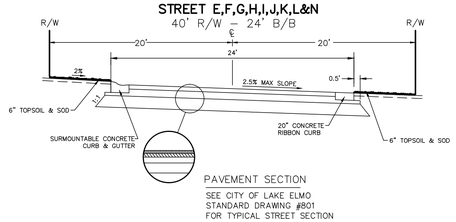
TYPICAL STREET SECTION
STREET B, B–2, D & 9TH STREET (WEST SECTION)
60' R/W – 28' B/B

*PAVEMENT SECTION

2"–MnDOT 2360 TYPE SP BIT. WEARING COURSE
TYPE SP 9.5, MIXTURE 3C
BITUMINOUS TACK COAT
2"–MnDOT 2360 TYPE BIT. NON–WEARING COURSE
TYPE SP 12.5, MIXTURE 3C
8" AGGREGATE BASE, CL. 6, 100% CRUSHED STONE AGGREGATE
12" MIN SELECT GRANULAR BORROW (SPEC 3149.2B)
SUBGRADE TESTED AND APPROVED IN ACCORDANCE WITH CITY STANDARD SPECIFICATIONS

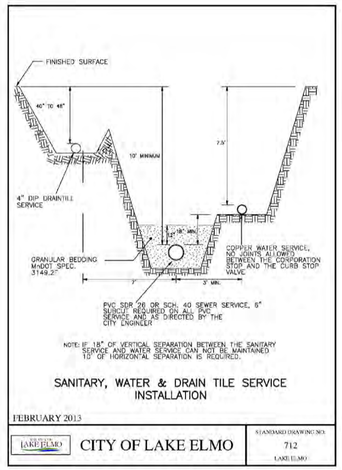
*SECTION TO BE VERIFIED BY CITY ENGINEER

TYPICAL STREET SECTION
STREET E,F,G,H,I,J,K,L&N
40' R/W – 24' B/B



PAVEMENT SECTION

SEE CITY OF LAKE ELMO
STANDARD DRAWING #801
FOR TYPICAL STREET SECTION

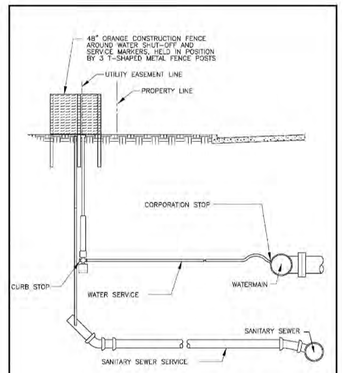


NOTE: IF 18" OF VERTICAL SEPARATION BETWEEN THE SANITARY SERVICE AND WATER SERVICE CAN NOT BE MAINTAINED 10' OF HORIZONTAL SEPARATION IS REQUIRED.

SANITARY, WATER & DRAIN TILE SERVICE INSTALLATION

FEBRUARY 2013

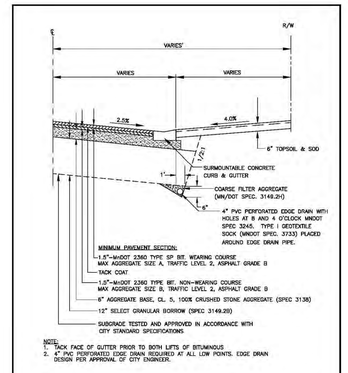
CITY OF LAKE ELMO | STANDARD DRAWING NO. 712 | LAKE ELMO



TYPICAL SERVICE PROTECTION

FEBRUARY 2013

CITY OF LAKE ELMO | STANDARD DRAWING NO. 713 | LAKE ELMO



NOTE:
1. TACK FACE OF GUTTER PRIOR TO BOTH LIFTS OF BITUMINOUS
2. 4" PVC PERFORATED EDGE DRAIN REQUIRED AT ALL LOW POINTS. EDGE DRAIN DESIGN PER APPROVAL OF CITY ENGINEER.

TYPICAL LOCAL RESIDENTIAL STREET SECTION
(MINIMUM 7–TON DESIGN)

FEBRUARY 2013

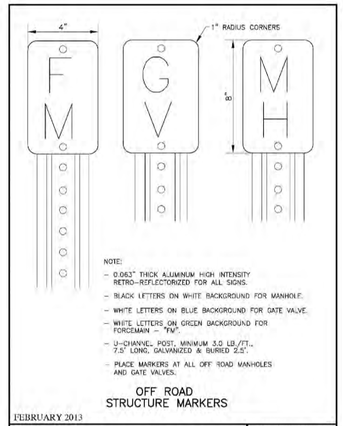
CITY OF LAKE ELMO | STANDARD DRAWING NO. 801 | LAKE ELMO

1. STREET LIGHTING SHALL BE INSTALLED PER CITY STANDARDS 5 FEET BACK OF CURB IN LOCATIONS SHOWN ON PLAN.
2. ALL SIGNS MUST MEET MMUTCD.
3. ALL SIGN SHEATHING TO BE HIGH INTENSITY DIAMOND GRADE.
4. SIGN POSTS TO BE UNPAINTED GALVANIZED METAL, 2.75 LBS/FT.
5. CITY TO FURNISH AND INSTALL STREET SIGNS.
6. POLY PREFORMED PAVEMENT MATERIAL SHALL BE USED FOR ALL PAVEMENT SYMBOLS.
7. PAINT FOR PAVEMENT MARKINGS SHALL MEET THE REQUIREMENTS OF MnDOT "SPECIFICATIONS FOR WHITE AND YELLOW, THREE MINUTE DRY, ALKYD TRAFFIC PAINTS".

STANDARD PLAN NOTES
SIGNING/PAVEMENT MARKINGS/LIGHTING PLANS

FEBRUARY 2013

CITY OF LAKE ELMO | STANDARD DRAWING NO. 700A | LAKE ELMO

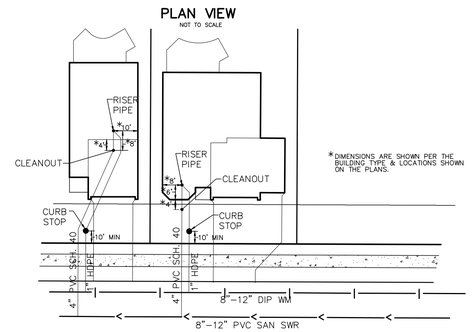


OFF ROAD STRUCTURE MARKERS

FEBRUARY 2013

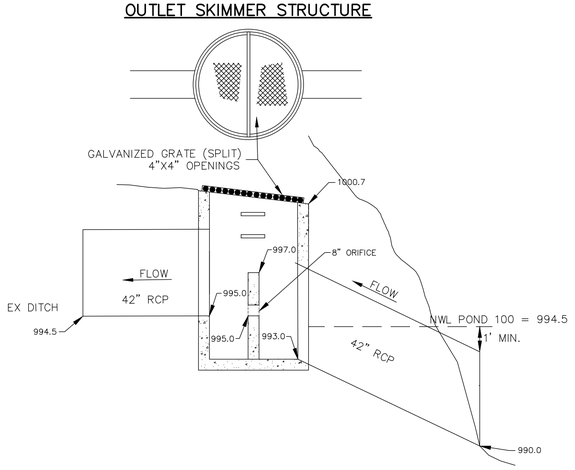
CITY OF LAKE ELMO | STANDARD DRAWING NO. 705 | LAKE ELMO

TYPICAL SERVICE FOR ROW HOMES

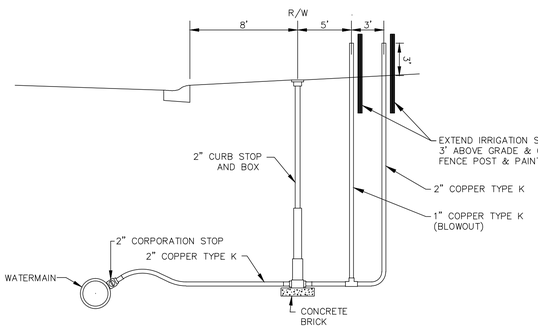


*DIMENSIONS ARE SHOWN PER THE BUILDING TYPE & LOCATIONS SHOWN ON THE PLANS.

OUTLET SKIMMER STRUCTURE

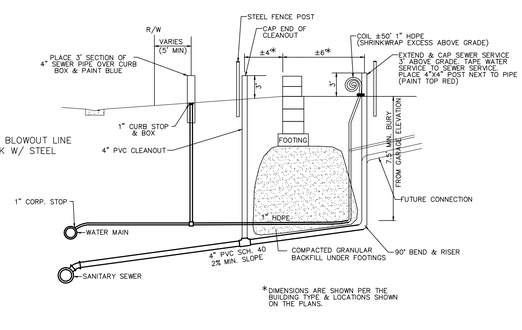


TYPICAL IRRIGATION SERVICE
(NOT TO SCALE)



PROFILE VIEW

NOT TO SCALE



*DIMENSIONS ARE SHOWN PER THE BUILDING TYPE & LOCATIONS SHOWN ON THE PLANS.

Carlson McCain
• environmental
• engineering
• surveying

248 Apollo Drive, Suite 100
Lino Lakes, MN 55014
Phone: (763) 489-7900
Fax: (763) 489-7959
www.carlsonmccain.com

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

Print Name: Brian J. Krystofiak, P.E.
Signature:
Date: 3/24/15 License #: 25063

Drawn: JJO
Designed: BJK
Date: 3/24/15

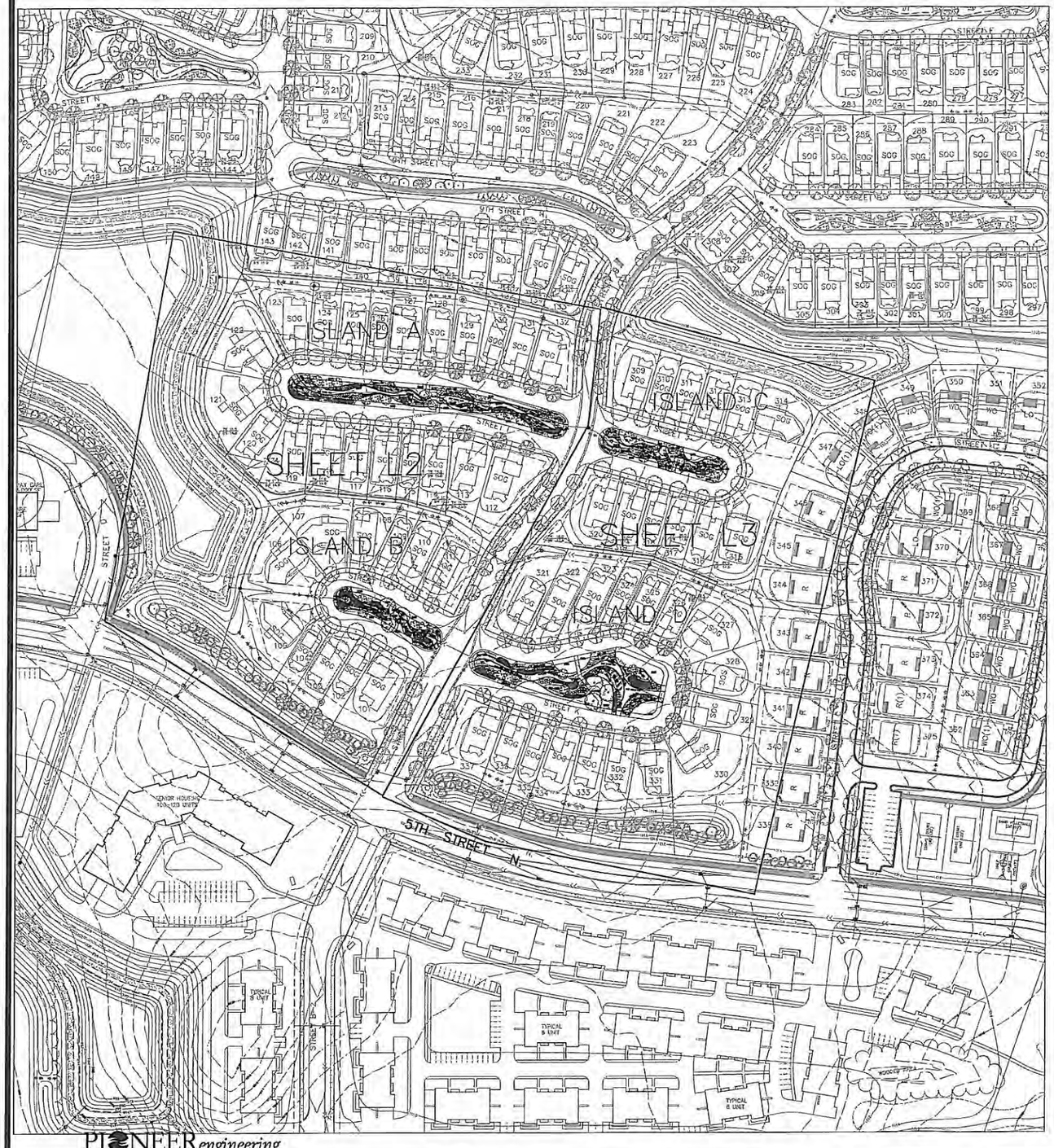
Revisions:
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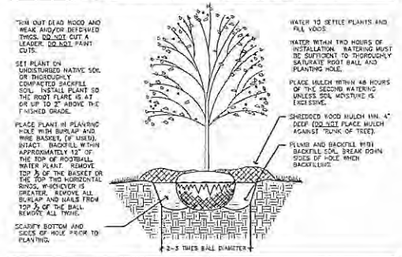
INWOOD 1ST ADDITION
Lake Elmo, Minnesota

DETAILS

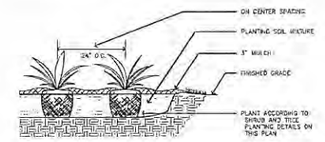
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DECIDUOUS TREE PLANTING DETAIL



PERENNIAL PLANTING DETAIL



LANDSCAPE NOTES

- THE LANDSCAPE CONTRACTOR SHALL VISIT THE PROJECT SITE TO BECOME FAMILIAR WITH THE EXISTING CONDITIONS PRIOR TO SUBMITTING A BID.
- THE LANDSCAPE CONTRACTOR SHALL NOTIFY THE LANDSCAPE ARCHITECT OF PROPOSED PHYSICAL START DATE AT LEAST 7 DAYS IN ADVANCE.
- THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR THE FIELD VERIFICATION OF ALL EXISTING UTILITY LOCATIONS ON THE PROJECT SITE WITH GOPHER STATE ONE CALL 1-800-252-1166 PRIOR TO COMMENCING WORK. THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND REPAIR OF EXISTING UTILITIES DAMAGED DURING CONSTRUCTION AT NO COST TO THE OWNER. NOTIFY THE LANDSCAPE ARCHITECT OF ANY CONFLICTS TO FACILITATE PLANT RELOCATION.
- GRADING TO BE PERFORMED BY OTHERS.
- NO PLANT MATERIAL SHALL BE INSTALLED UNTIL GRADING AND CONSTRUCTION HAS BEEN COMPLETED IN THE IMMEDIATE AREA.
- ALL PLANT MATERIAL SHALL MEET THE STANDARDS FOUND IN THE AMERICAN ASSOCIATION OF NURSERYMEN-AMERICAN STANDARD FOR NURSERY STOCK.
- ALL CONTAINER MATERIAL TO BE GROWN IN THE CONTAINER A MINIMUM OF SIX (6) MONTHS PRIOR TO PLANTING ON SITE.
- DECIDUOUS AND COMPERSOUS TREES SHALL NOT BE STAKED, BUT THE LANDSCAPE CONTRACTOR MUST GUARANTEE STANDABILITY TO A WIND SPEED OF 50 M.P.H.
- THE LANDSCAPE CONTRACTOR SHALL PROVIDE A MINIMUM GUARANTEE OF ONE YEAR ONE TIME REPLACEMENT ON NEW PLANT MATERIALS. GUARANTEE SHALL BE AGREED UPON BY DEVELOPER/BUILDER AND LANDSCAPE CONTRACTOR.
- THE LANDSCAPE ARCHITECT RESERVES THE RIGHT TO REJECT ANY PLANTS WHICH ARE DEEMED UNSATISFACTORY BEFORE, DURING OR AFTER INSTALLATION.
- IF THERE IS A DISCREPANCY BETWEEN THE NUMBER OF PLANTS SHOWN ON THE PLAN AND THE NUMBER SHOWN ON THE PLANT LIST, THE NUMBER SHOWN ON THE PLAN WILL TAKE PRECEDENCE.
- THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL MULCHES AND PLANTING SOIL QUANTITIES TO COMPLETE WORK SHOWN ON THE PLAN. THE LANDSCAPE CONTRACTOR SHALL VERIFY ALL QUANTITIES SHOWN ON THE PLANT SCHEDULE.
- COMMERCIAL GRADE POLY LAWN EDGING SHALL BE INSTALLED WHERE NOTED.
- THE LANDSCAPE CONTRACTOR SHALL REPAIR ALL DAMAGE TO THE SITE CAUSED BY THE PLANTING OPERATION AT NO COST TO THE OWNER.
- THE LANDSCAPE CONTRACTOR SHALL KEEP PAVEMENTS CLEAN UNSTAINED. ALL PEDESTRIAN AND VEHICLE ACCESS TO BE MAINTAINED THROUGHOUT CONSTRUCTION PERIOD. ALL WASTES SHALL BE PROMPTLY REMOVED FROM THE SITE. ANY DAMAGE TO EXISTING FACILITIES SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR COMPLYING WITH ALL APPLICABLE CODES, REGULATIONS AND PERMITS GOVERNING THE WORK.
- STORAGE OF MATERIALS OR SUPPLIES ON-SITE WILL NOT BE ALLOWED.

NOTES: SEE SHEETS L2–3 FOR ISLAND PLANTING PLANS AND PLANT SCHEDULES
SEE PREVIOUSLY SUBMITTED LANDSCAPE PLAN FOR BOULEVARD AND BUFFER TREES

N

NO SCALE

171195

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www.pioneereng.com

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 laws of the State of Minnesota
Name: Jennifer L. Thompson
Reg. No. 41703 Date:

Revisions

Date 3-26-13
Designed JL
Drawn JL

FIRST ADDITION ISLAND PLANTINGS

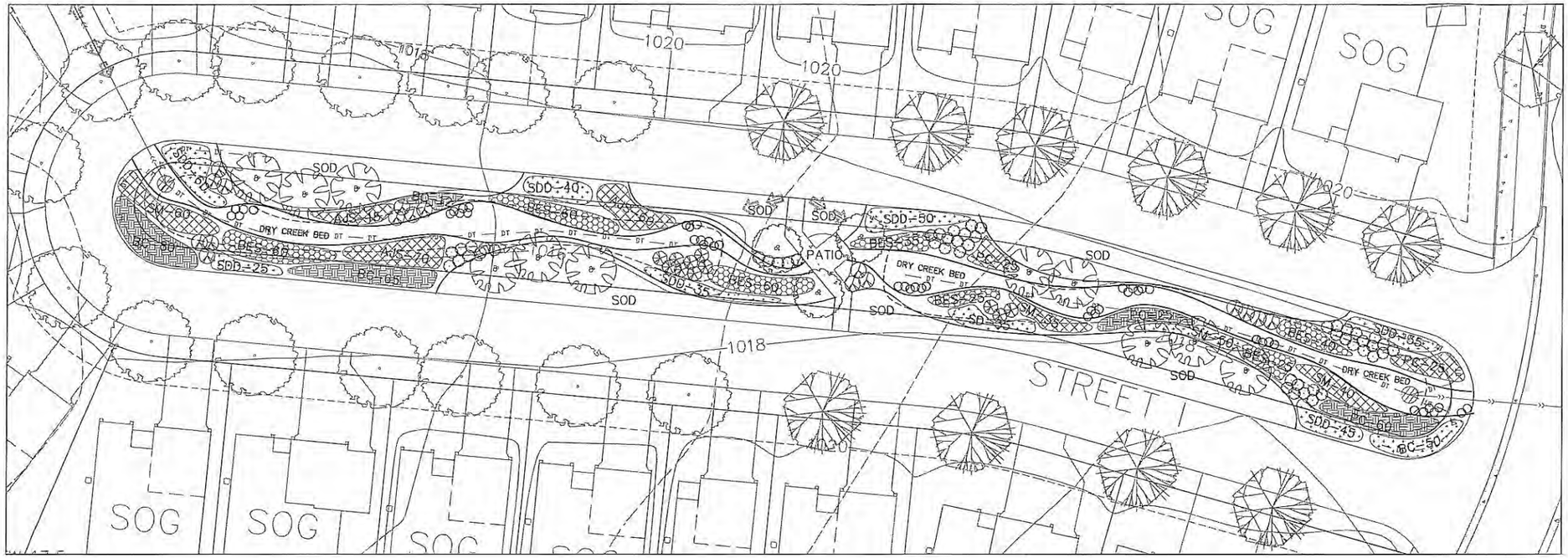
HANS HAGEN HOMES
941 HILLWIND ROAD NE SUITE 300
FRIDLEY, MINNESOTA 55432

INWOOD
LAKE ELMO, MINNESOTA

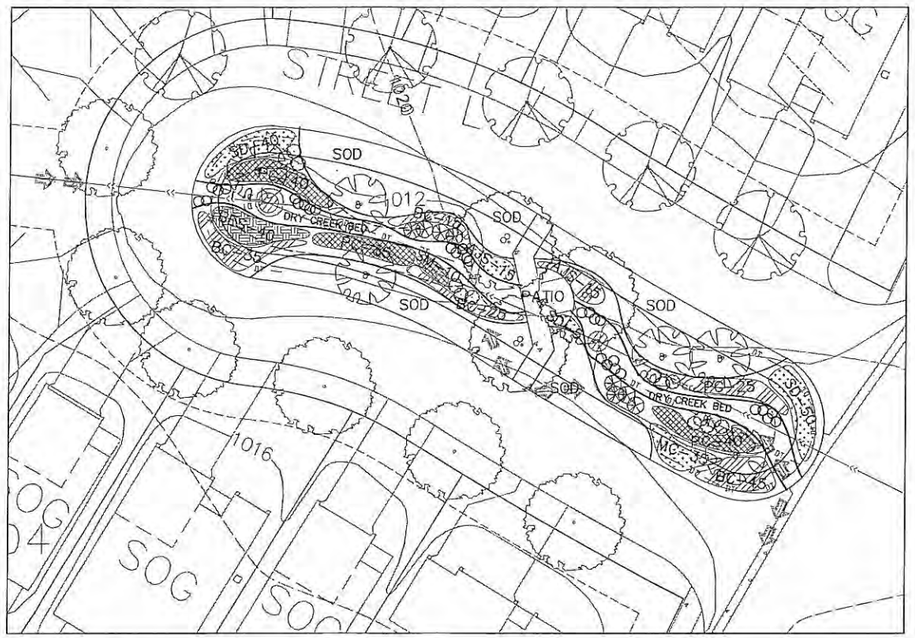
L1 OF 3

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ISLAND A



ISLAND B



KEY	COMMON NAME/Scentific name	ROOT	QUANTITY ISLAND A	ISLAND B	ISLAND C	ISLAND D	NOTES
	OVERSTORY TREES						
	RIVER BIRCH/Betula nigra 'Heritage'	8' B&B		3		3	Multi-Stem
	ORNAMENTAL TREES						
	AUTUMN BRILLANCE SERVICEBERRY/Amelanchier x grandiflora 'Autumn Brilliance'	6' B&B	11	4	8	9	Multi-Stem
	JAPANESE TREE LILAC/Syringa reticulata	6' B&B	3		3		Multi-Stem
	SHRUBS						
	ANNABELLE HYDRANGEA/Hydrangea arborescens 'Annabelle'	#5 pot	17		12	37	
	ANTHONY WATERER SPIREA/Spiraea x bumalda 'Anthony Waterer'	#5 pot	50	14	12	47	
	GLOSSY BLACK CHOKEBERRY/Aronia melnocarpa	#5 pot	11	8		19	
	PERENNIALS						
AJS	AUTUMN JOY SEDUM/Sedum 'Autumn Joy'	#1 POT	145	30	25	135	
BES	BLACK EYED SUSAN/Rudbeckia hirta	#1 POT	305	40	85	75	
BFI	BLUE FLAG IRIS/Iris versicolor	#1 POT	47	29	54	51	Shown in small masses in dry creek beds
SM	SWAMP MILKWEED/Asclepias incarnata	#1 POT	185	10	15	160	
MC	MOONBEAM COREOPSIS/Coreopsis verticillata 'Moonbeam'	#1 POT		35		75	
PC	PURPLE CONEFLOWER/Echinacea purpurea	#1 POT	135	140	75	425	
SD	STELLA D'ORO DAYLILY/Hemerocallis 'Stella D'Oro'	#1 POT	325	95	180	445	
BC	BLUE CLIPS CAMPANULA/Campanula carpatica 'Blue Clips'	#1 POT	210	120	25	75	

LANDSCAPE NOTES:
PERENNIAL AREAS TO BE AMENDED WITH COMPOST/PLANTING SOIL TO A DEPTH OF 6"
TRENCH EDGING TO BE USED BETWEEN SOD AND SHREDDED WOOD MULCH AREAS. NO EDGING MATERIAL TO BE USED IN RAIN GARDEN AREAS
NO WEED BARRIER USED IN RAIN GARDENS
SHRUB AND PERENNIAL AREAS TO BE MULCHED WITH SHREDDED HARDWOOD TO A DEPTH OF 3"
PREEN OR EQUIVALENT TO BE USED IN PLANTING AREAS AT TIME OF PLANTING AND AS PART OF A REGULAR MATINENACE ROUTINE AS PER MANUFACTURERS INSTRUCTIONS
DRY CREEK BED TO BE CONSTRUCTED OF A MIX OF RIVER ROCK, GABION/RIP-RAP, AND SMALL BOULDERS WITH THE SMALL BOULDERS PLACED IN MASSES ALONG THE EDGES OF THE CREEK BED.
BLUE FLAG IRIS TO BE PLANTED IN SMALL MASSES AS SHOWN ON DETAILS WITHIN THE DRY CREEK BED.
PATIO MATERIAL TO BE CHOSEN BY DEVELOPER

SEE PREVIOUSLY SUBMITTED LANDSCAPE PLAN FOR BOULEVARD AND BUFFER TREES

GRAPHIC SCALE IN FEET
0 10 20 40

N

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Name: Jennifer L. Thompson
Reg. No. 41963 Date

Revisions

Date 3-26-15
Designed JT
Drawn JT

FIRST ADDITION ISLAND PLANTINGS

HANS HAGEN HOMES
941 HILLWIND ROAD NE SUITE 300
FRIDLEY, MINNESOTA 55432

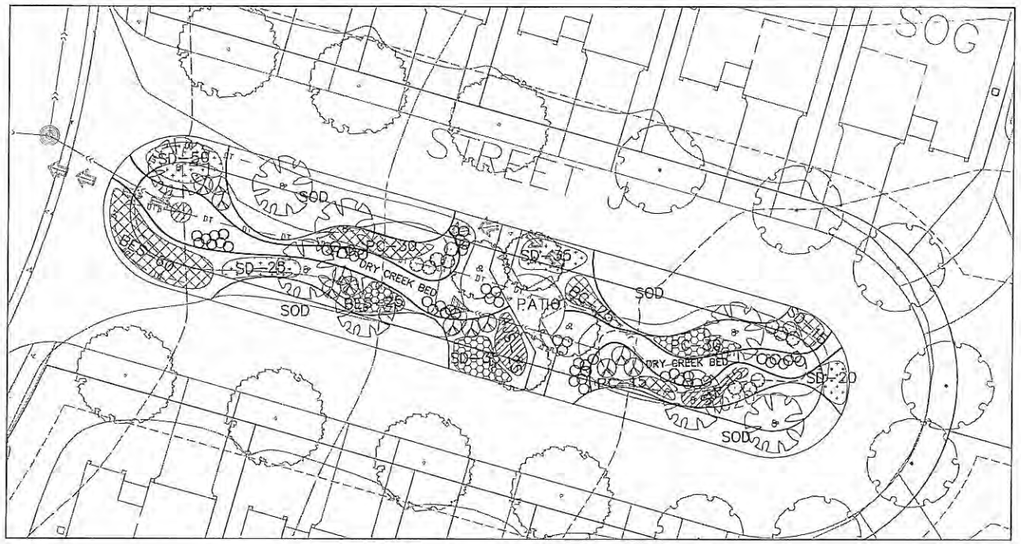
INWOOD
LAKE ELMO, MINNESOTA

L2 OF 3

113196

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ISLAND C

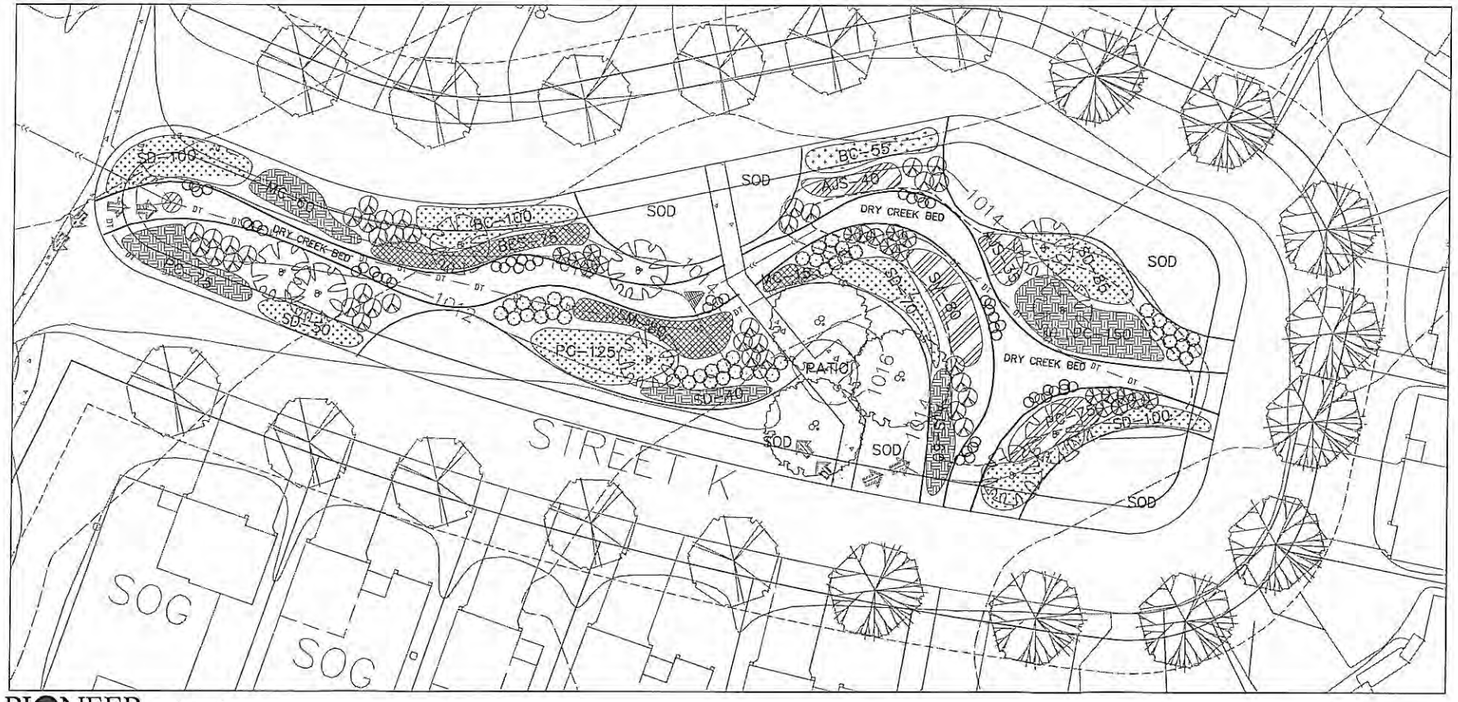


KEY	COMMON NAME/Scentific name	ROOT	QUANTITY ISLAND A	ISLAND B	ISLAND C	ISLAND D	NOTES
	OVERSTORY TREES						
	RIVER BIRCH/Betula nigra 'Heritage'	8" B&B		3		3	Multi-Stem
	ORNAMENTAL TREES						
	AUTUMN BRILLIANCE SERVICEBERRY/Amelanchier x grandiflora 'Autumn Brilliance'	6" B&B	11	4	8	9	Multi-Stem
	JAPANESE TREE LILAC/Syringa reticulata	6" B&B	3		3		Multi-Stem
	SHRUBS						
	ANNABELLE HYDRANGEA/Hydrangea arborescens 'Annabelle'	#5 pot	17		12	37	
	ANTHONY WATERER SPIREA/Spiraea x bumalda 'Anthony Waterer'	#5 pot	50	14	12	47	
	GLOSSY BLACK CHOKEBERRY/Aronia melnocarpa	#5 pot	11	8		19	
	PERENNIALS						
AJS	AUTUMN JOY SEDUM/Sedum 'Autumn Joy'	#1 POT	145	30	25	135	
BES	BLACK EYED SUSAN/Rudbeckia hirta	#1 POT	305	40	85	75	
BFI	BLUE FLAG IRIS/Iris versicolor	#1 POT	47	29	54	51	Shown in small masses in dry creek beds
SM	SWAMP MILKWEED/Asclepias incarnata	#1 POT	185	10	15	180	
MC	MOONBEAM COREOPSIS/Coreopsis verticillata 'Moonbeam'	#1 POT		35		75	
PC	PURPLE CONEFLOWER/Echinacea purpurea	#1 POT	135	140	75	425	
SD	STELLA D'ORO DAYLILY/Hemerocallis 'Stella D'Oro'	#1 POT	325	95	180	445	
BC	BLUE CLIPS CAMPANULA/Campanula carpatica 'Blue Clips'	#1 POT	210	120	25	75	

LANDSCAPE NOTES:
PERENNIAL AREAS TO BE AMENDED WITH COMPOST/PLANTING SOIL TO A DEPTH OF 6"
TRENCH EDGING TO BE USED BETWEEN SOD AND SHREDDED WOOD MULCH AREAS. NO EDGING MATERIAL TO BE USED IN RAIN GARDEN AREAS
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PATIO MATERIAL TO BE CHOSEN BY DEVELOPER

SEE PREVIOUSLY SUBMITTED LANDSCAPE PLAN FOR BOULEVARD AND BUFFER TREES

ISLAND D



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GRAPHIC SCALE IN FEET

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Name: Jennifer L. Thompson
Reg. No. 41763 Date:

Revisions

Date 3-26-15
Designed JT
Drawn JT

FIRST ADDITION ISLAND PLANTINGS

HANS HAGEN HOMES
941 HILLWIND ROAD NE SUITE 300
FRIDLEY, MINNESOTA 55432

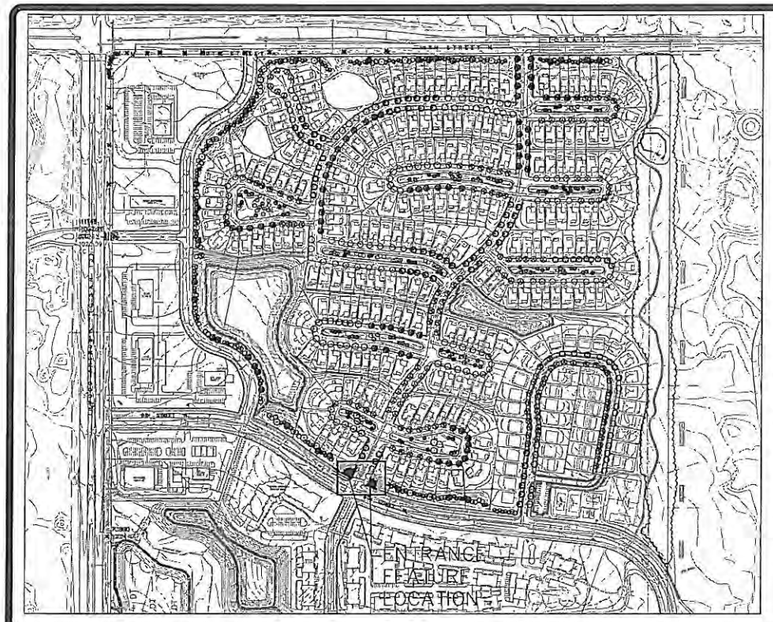
INWOOD
LAKE ELMO, MINNESOTA

L3 OF 3

113196

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InWood



ENTRANCE FEATURE LANDSCAPING

PLANT SCHEDULE

KEY	COMMON NAME/Scientific name	ROOT	QUANTITY	INSTRUCTIONS
	PERENNIALS			
RS	RUSSIAN SAGE/Perovskia atripicafolia	#1 pot	20	
	SHRUBS			
FCR	FLOWER CARPET ROSE/Rosa x 'Flower Carpet'	#3 POT	28	
AH	ANNABELL HYDRANGEA/Hydrangea florescens 'Annabell'	#5 POT	12	
GBS	GLOBE BLUE SPRUCE/Picea	#5 POT	10	
	ORNAMENTAL TREES			
JTL	JAPANESE TREE LILAC/Syringa reticulata	5" B&B	6	Multi-Stem

LANDSCAPE NOTES:
QUANTITIES SHOWN IN PLANT SCHEDULE ARE TOTALLED FOR BOTH EAST AND WEST

BRICK PAVER PATIO MATERIAL TO BE CHOSEN BY DEVELOPER

WALLS TO BE CONSTRUCTED OF ST. CROIX VALLEY OUTCROPPINGS OR EQUIVALENT.

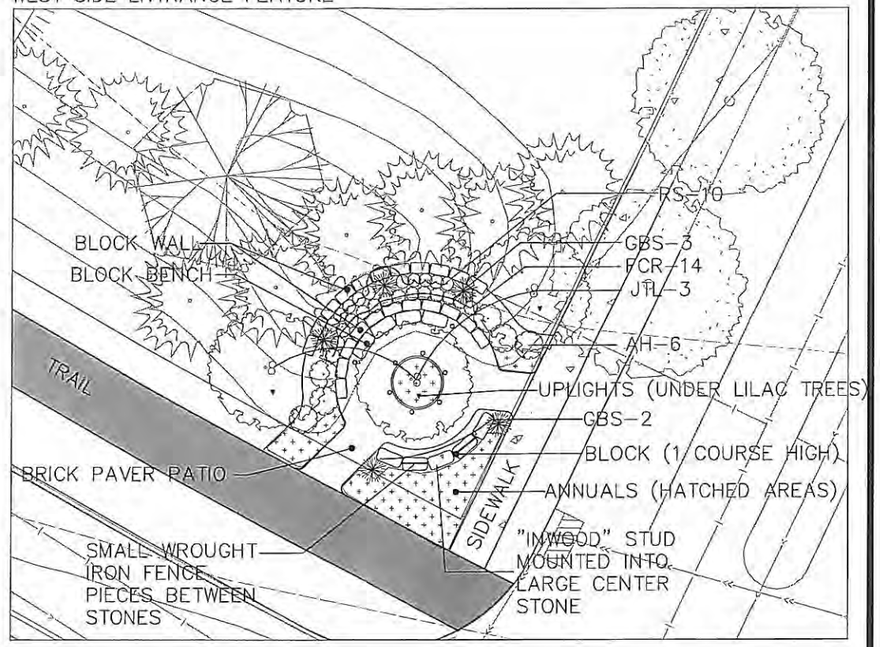
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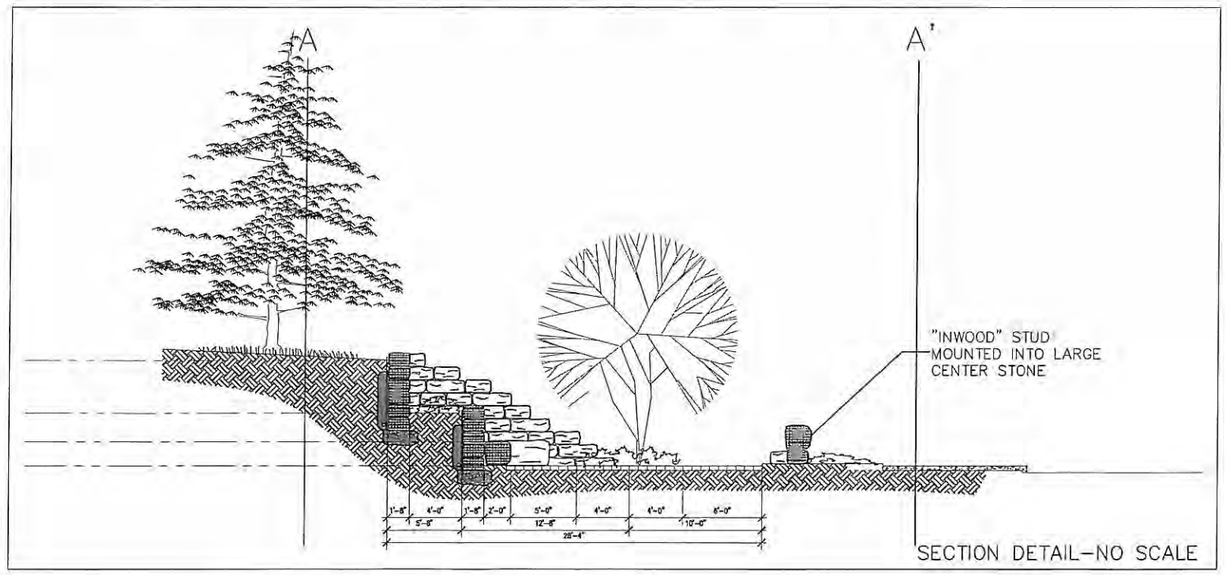
PERENNIAL AND SHRUB BEDS TO BE MULCHED WITH SHREDDED HARDWOOD TO A DEPTH OF 3". NO MULCH IN ANNUAL BEDS.

PREEN OR EQUIVALENT TO BE USED AT TIME OF PLANTING AND AS PART OF AN ANNUAL MAINTENANCE SCHEDULE AS PER MANUFACTURERS INSTRUCTIONS.

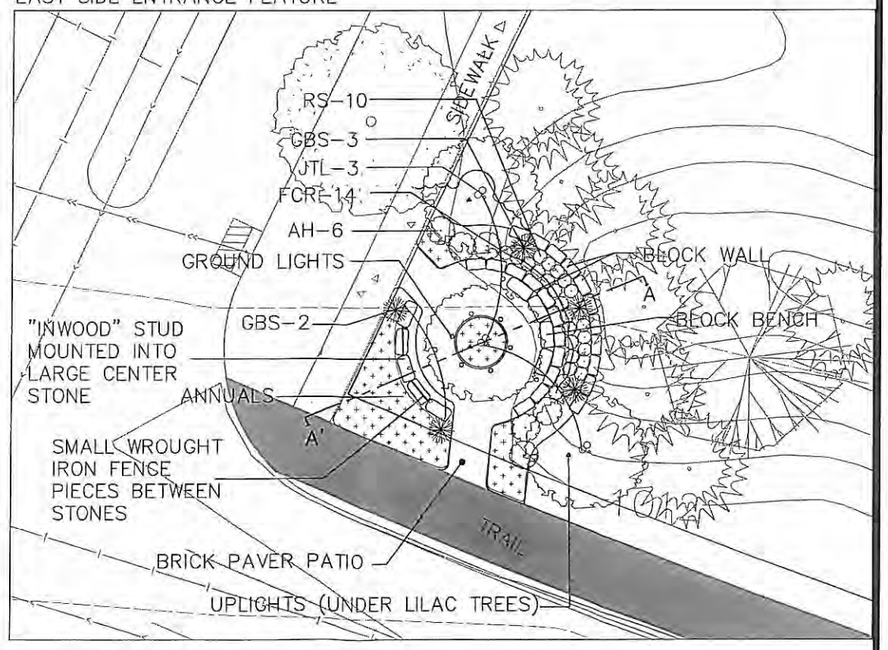
SEE SUBMITTED LANDSCAPE PLAN FOR EVERGREEN AND OVERSTORY TREE LOCATIONS.

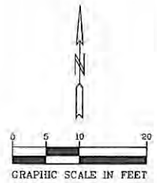
WEST SIDE ENTRANCE FEATURE





EAST SIDE ENTRANCE FEATURE





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Name: Jennifer L. Thompson
Reg. No. 44763 Date:

Revisions

Date 3-26-15
Designed jt
Drawn jt

ENTRANCE FEATURE

HANS HAGEN HOMES
941 HILLWIND ROAD NE SUITE 300
FRIDLEY, MINNESOTA 55432

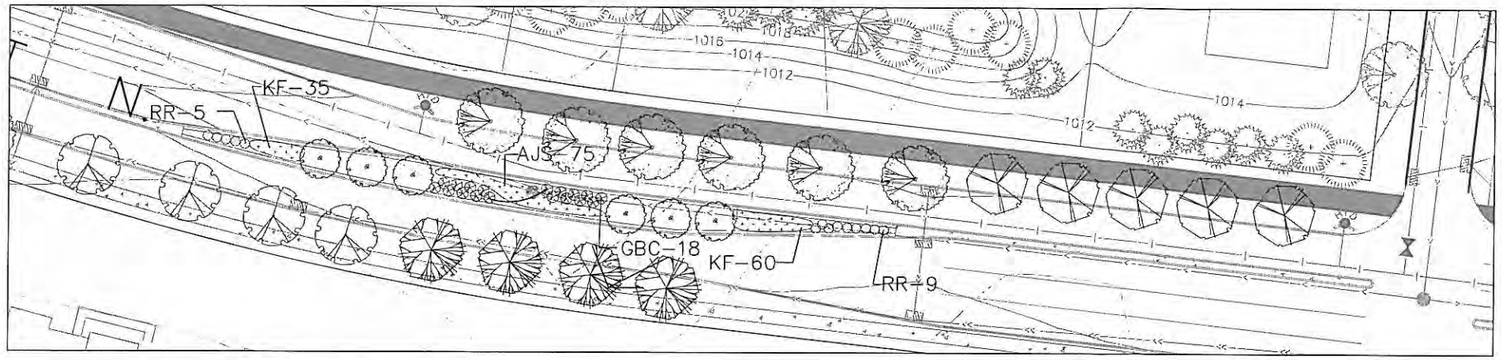
INWOOD
LAKE ELMO, MINNESOTA

L1 OF 1

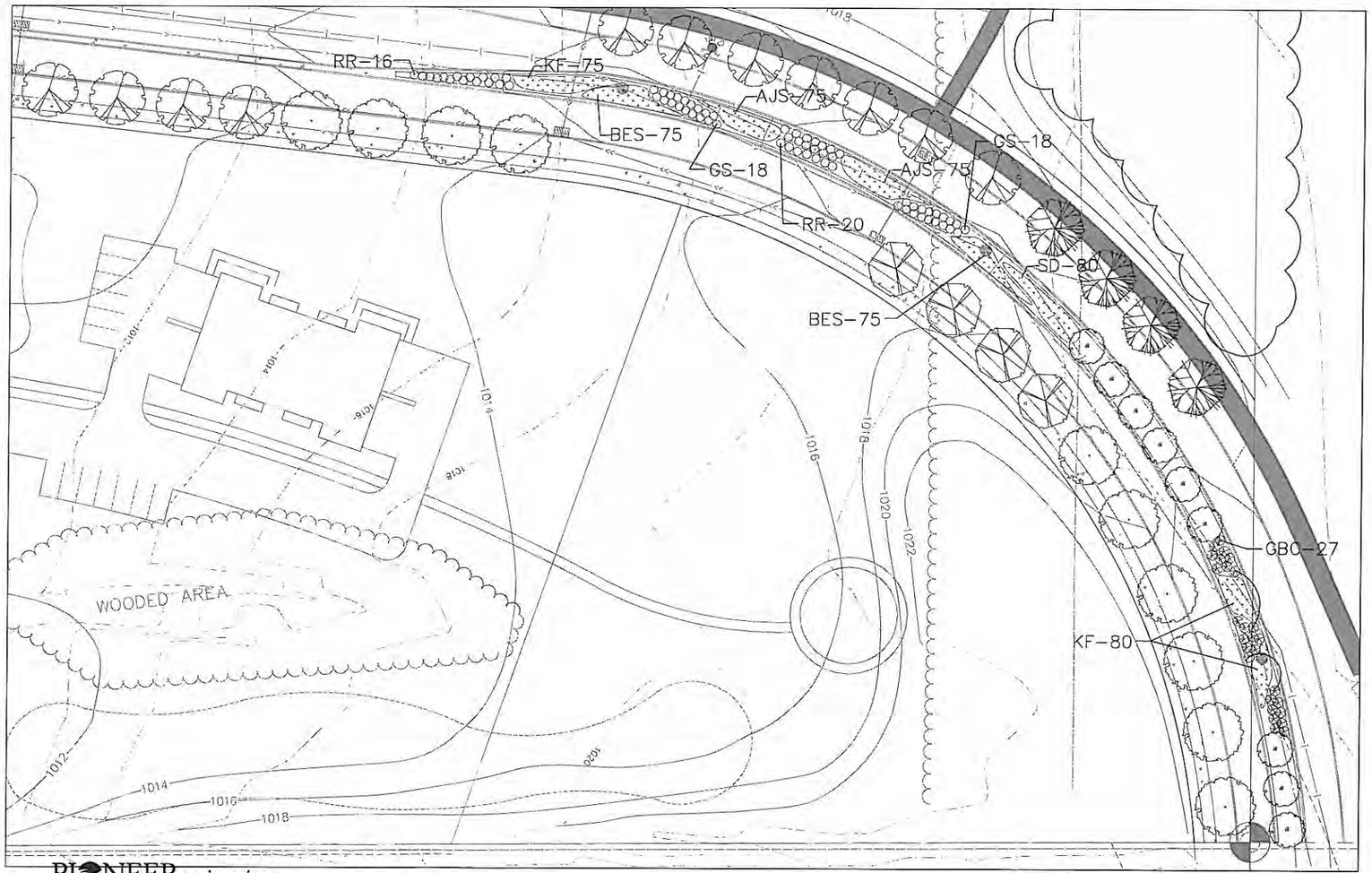
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DETAIL C



DETAIL D



SEE SHEETS L1-2 FOR PLANT SCHEDULES AND DETAILS

SEE PREVIOUSLY SUBMITTED LANDSCAPE PLANS FOR "INWOOD" FOR ADJACENT LANDSCAPING

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GRAPHIC SCALE IN FEET

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Name: Jennifer L. Thompson
Reg No. 44763 Date:

Revisions

Date 5-20-15
Designed JL
Drawn JL

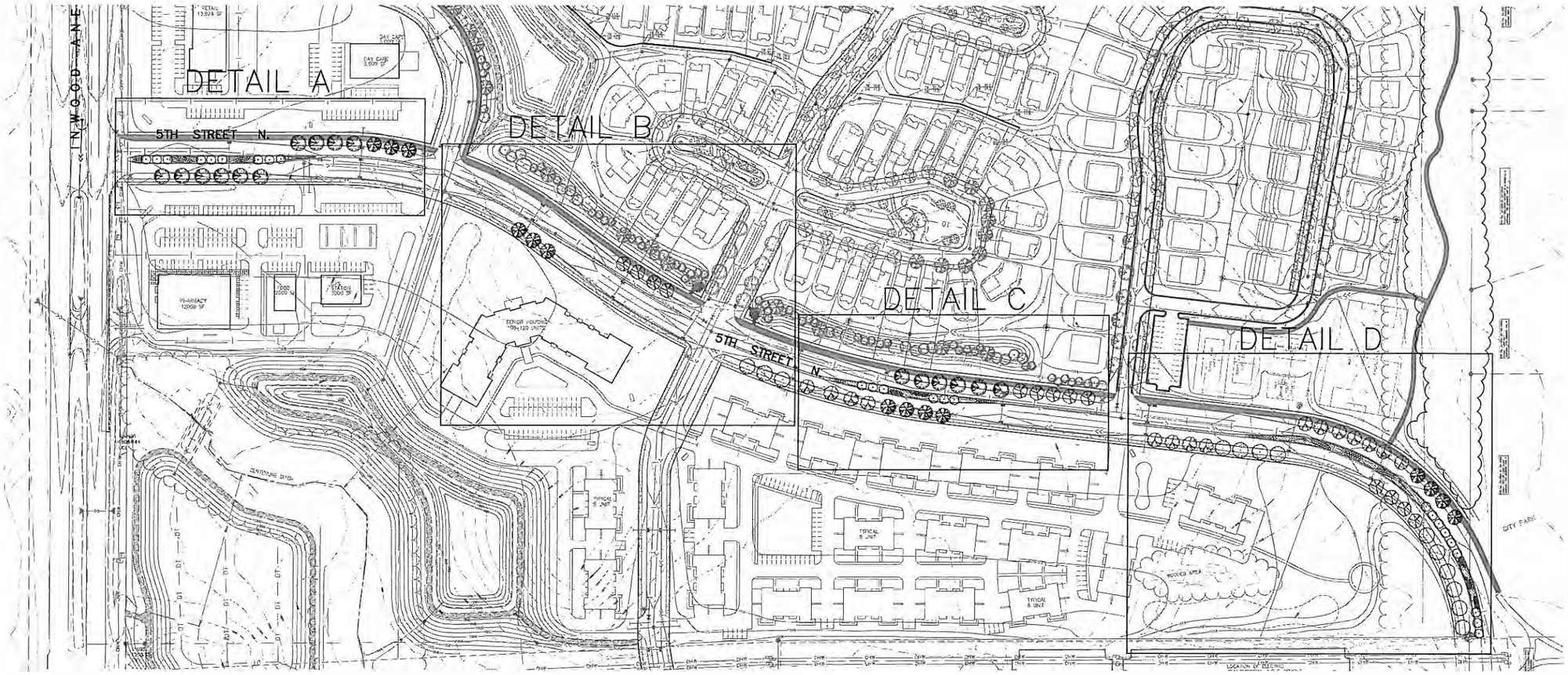
5TH STREET LANDSCAPE PLAN

HANS HAGEN HOMES
941 HILLWIND ROAD NE SUITE 300
FRIDLEY, MINNESOTA 55432

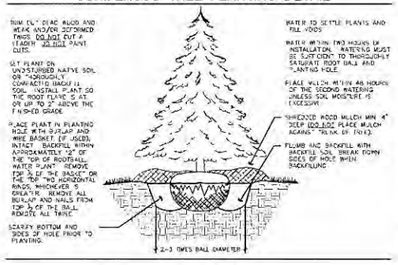
INWOOD
LAKE ELMO, MINNESOTA

L3 OF 3

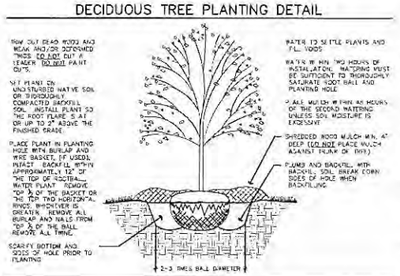
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CONIFEROUS TREE PLANTING DETAIL



DECIDUOUS TREE PLANTING DETAIL



LANDSCAPE NOTES

- THE LANDSCAPE CONTRACTOR SHALL VISIT THE PROJECT SITE TO BECOME FAMILIAR WITH THE EXISTING CONDITIONS PRIOR TO SUBMITTING A BID.

- THE LANDSCAPE CONTRACTOR SHALL NOTIFY THE LANDSCAPE ARCHITECT OF PROPOSED PHYSICAL START DATE AT LEAST 7 DAYS IN ADVANCE.

- THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR THE FIELD VERIFICATION OF ALL EXISTING UTILITY LOCATIONS ON THE PROJECT SITE WITH CORNER STATE ONE CALL 1-800-252-1166 PRIOR TO COMMENCING WORK. THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND REPAIR OF EXISTING UTILITIES DAMAGED DURING CONSTRUCTION AT NO COST TO THE OWNER. NOTIFY THE LANDSCAPE ARCHITECT OF ANY CONFLICTS TO FACILITATE PLANT RELOCATION.

- GRADING TO BE PERFORMED BY OTHERS.

- NO PLANT MATERIAL SHALL BE INSTALLED UNTIL GRADING AND CONSTRUCTION HAS BEEN COMPLETED IN THE IMMEDIATE AREA.

- ALL PLANT MATERIAL SHALL MEET THE STANDARDS FOUND IN THE AMERICAN ASSOCIATION OF NURSERYMEN- AMERICAN STANDARD FOR NURSERY STOCK.

- ALL CONTAINER MATERIAL TO BE GROWN IN THE CONTAINER A MINIMUM OF SIX (6) MONTHS PRIOR TO PLANTING ON SITE.

- DECIDUOUS AND CONIFEROUS TREES SHALL NOT BE STAKED, BUT THE LANDSCAPE CONTRACTOR MUST GUARANTEE STANDABILITY TO A WIND SPEED OF 50 M.P.H.

- THE LANDSCAPE CONTRACTOR SHALL PROVIDE A MINIMUM GUARANTEE OF ONE YEAR (ONE FULL GROWING SEASON) ON NEW PLANT MATERIALS. GUARANTEE SHALL BE AGREED UPON BY DEVELOPER/BUILDER AND LANDSCAPE CONTRACTOR.

- THE LANDSCAPE ARCHITECT RESERVES THE RIGHT TO REJECT ANY PLANTS WHICH ARE DEEMED UNSATISFACTORY BEFORE, DURING OR AFTER INSTALLATION.

- IF THERE IS A DISCREPANCY BETWEEN THE NUMBER OF PLANTS SHOWN ON THE PLAN AND THE NUMBER SHOWN ON THE PLANT LIST, THE NUMBER SHOWN ON THE PLAN WILL TAKE PRECEDENCE.

- THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL MULCHES AND PLANTING SOIL QUANTITIES TO COMPLETE WORK SHOWN ON THE PLAN. THE LANDSCAPE CONTRACTOR SHALL VERIFY ALL QUANTITIES SHOWN ON THE PLANT SCHEDULE.

- COMMERCIAL GRADE POLY LAWN EDGING SHALL BE INSTALLED WHERE NOTED.

- THE LANDSCAPE CONTRACTOR SHALL REPAIR ALL DAMAGE TO THE SITE CAUSED BY THE PLANTING OPERATION AT NO COST TO THE OWNER.

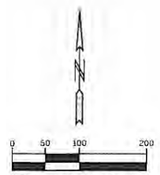
- THE LANDSCAPE CONTRACTOR SHALL KEEP PAVEMENTS CLEAN UNSTAINED. ALL PEDESTRIAN AND VEHICLE ACCESS TO BE MAINTAINED THROUGHOUT CONSTRUCTION PERIOD. ALL WASTES SHALL BE PROMPTLY REMOVED FROM THE SITE. ANY DAMAGE TO EXISTING FACILITIES SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.

- THE CONTRACTOR SHALL BE RESPONSIBLE FOR COMPLYING WITH ALL APPLICABLE CODES, REGULATIONS AND PERMITS GOVERNING THE WORK.

- STORAGE OF MATERIALS OR SUPPLIES ON-SITE WILL NOT BE ALLOWED.

SEE SHEETS L2 AND L3 FOR DETAILS AND PLANT SCHEDULES

SEE PREVIOUSLY SUBMITTED PLANS FOR "INWOOD" FOR ADJACENT LANDSCAPING



GRAPHIC SCALE IN FEET

PIONEER engineering
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Reg. No. 44763 Date:

Revisions

Date	3-20-15
Designed	JT
Drawn	JT

5TH STREET LANDSCAPE PLAN

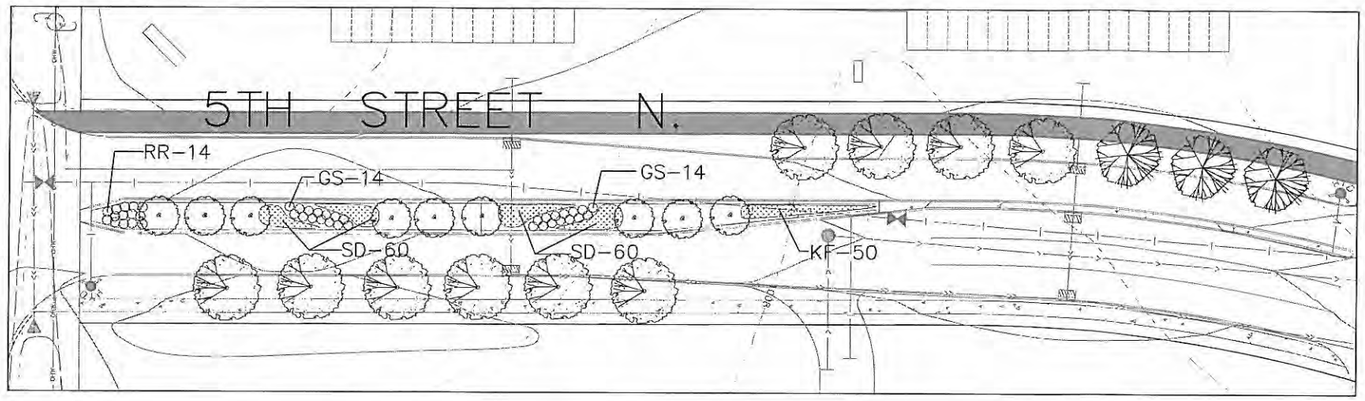
HANS HAGEN HOMES
941 HILLWIND ROAD NE SUITE 300
FRIDLEY, MINNESOTA 55432

INWOOD
LAKE ELMO, MINNESOTA

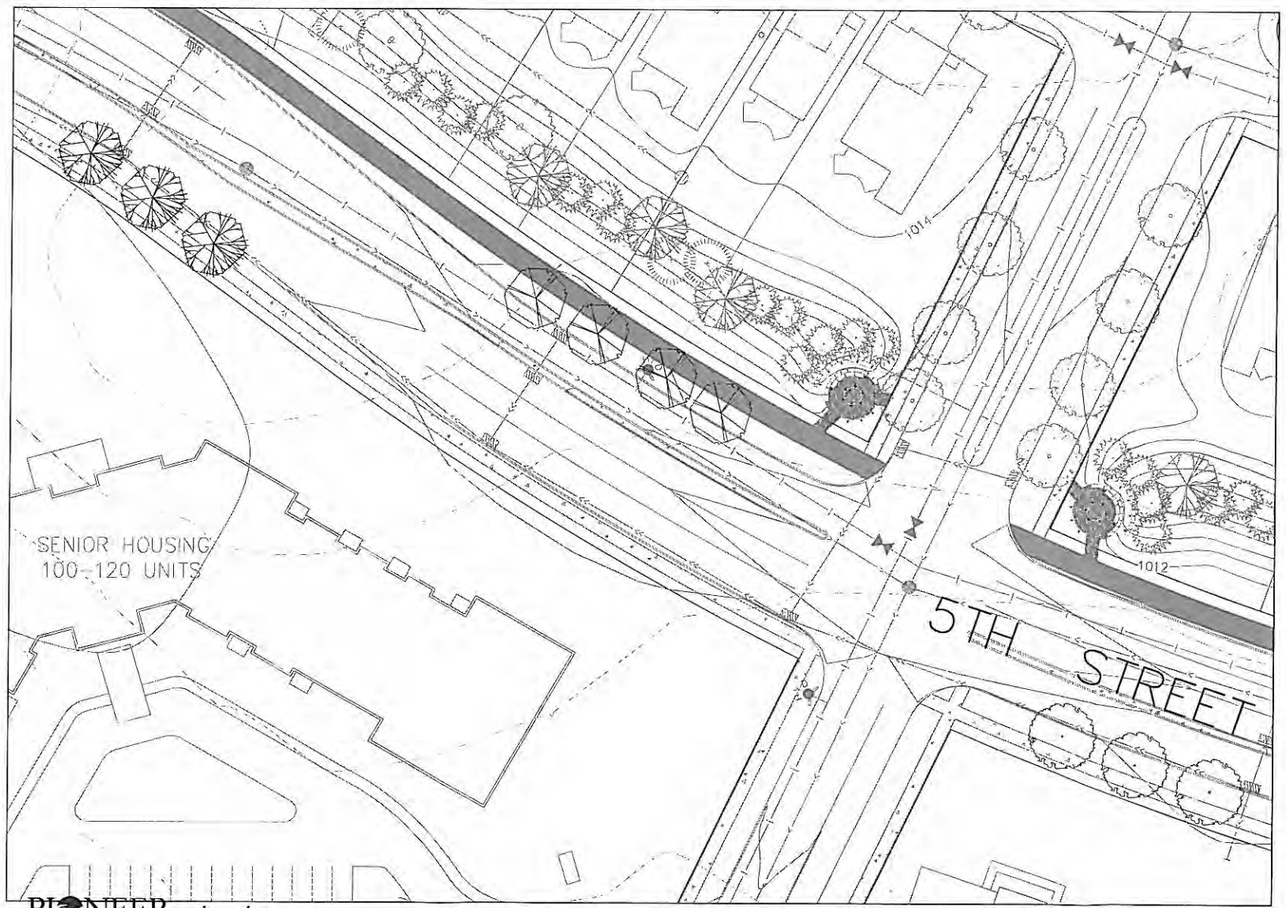
L1 OF 3

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DETAIL A



DETAIL B



TREE TOTALS FOR DETAILS A-D

PLANT SCHEDULE

KEY	COMMON NAME/Scientific name	ROOT	QUANTITY	INSTRUCTIONS
	OVERSTORY TREES			
	AUTUMN BLAZE MAPLE/Acer x freemanii 'Jeffersred'	2.5" B&B	16	
	SIENNA GLEN MAPLE/Acer x freemanii 'Sienna'	2.5" B&B	13	
	HONEYLOCUST/Gleditsia triacanthos var. inermis	2.5" B&B	13	
	NORTHERN RED OAK/Quercus rubra	2.5" B&B	14	
	SENTRY LINDEN/Tilia americana 'Sentry'	2.5" B&B	15	
	ORNAMENTAL TREES			
	JAPANESE TREE LILAC/Syringa reticulata	6' B&B	24	Multi-Stem
	SHRUBS			
GBC	GLOSSY BLACK CHOKEBERRY/Aronia melanocarpa	#3 POT	45	
GS	GOLDFLAME SPIREA/Spiraea x bumalda 'Goldflame'	#3 POT	64	
RR	RUGOSA ROSE/Rosa rugosa	#3 POT	64	
	PERENNIALS			
AJS	AUTUMN JOY SEDUM/Sedum x 'Autumn Joy'	#1 POT	225	
BES	BLACK EYED SUSAN/Rudbeckia hirta	#1 POT	150	
KF	KARL FOERSTER GRASS/Calimagrostis x acutiflora 'Karl Foerster'	#1 POT	300	
SD	STELLA D'ORO DAYLILY/Hemorcallis 'Stella D'Oro'	#1 POT	200	

NOTES:

PERENNIAL AREAS TO BE AMENDED WITH COMPOST/PLANTING SOIL TO A DEPTH OF AT LEAST 6"
MEDIAN PLANTING BEDS TO BE MULCHED WITH SHREDDED HARDWOOD TO A DEPTH OF 3"
NO WEED BARRIER USED BENEATH WOOD MULCH
PREEN (OR EQUIVALENT) TO BE USED AT TIME OF PLANTING AND ACCORDING TO PACKAGE INSTRUCTIONS AS PART OF A REGULAR ONGOING MAINTENANCE PROGRAM (BY CITY).
BOULEVARD AREAS BETWEEN ROAD AND TRAIL/SIDEWALK AND TRAIL/SIDEWALK AND PROPERTY LINE TO BE SODDED
MEDIAN PLANTINGS TO BE TEMPORARILY IRRIGATED FOR AT LEAST ONE GROWING SEASON OR UNTIL PLANTINGS ARE ESTABLISHED.
SODDED BOULEVARDS TO BE IRRIGATED AS PART OF ADJACENT DEVELOPMENTS.
IRRIGATION DESIGNED BY OTHERS.
MAINTENANCE (INCLUDING IRRIGATION) OF 5TH STREET LANDSCAPING TO BE RESPONSIBILITY OF CITY OF LAKE ELMO

MEDIAN PLANTS CHOSEN FOR LOW MAINTENANCE TENDANCIES ALONG WITH MODERATE TO HIGH SALT TOLERANCE.

SEE SHEET L1 FOR PLANTING DETAILS

0 15 30 60
GRAPHIC SCALE IN FEET

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2422 Enterprise Drive
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Fax: 681-9488
www.pioneereng.com

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 laws of the State of Minnesota.
Name: Jennifer L. Thompson
Reg. No. 44904 Date:

Revisions:

Date 6.25.15
Designed JT
Drawn JT

5TH STREET LANDSCAPE PLAN

HANS HAGEN HOMES
941 HILLWIND ROAD NE SUITE 300
FRIDLEY, MINNESOTA 55432

INWOOD
LAKE ELMO, MINNESOTA

L2 OF 3

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LANDSCAPE REQUIREMENTS:

1. ONE TREE/50' OF PROPOSED PUBLIC STREET FRONTAGE
   SINGLE FAMILY PROPOSED STREET FRONTAGE: 19,184'=384 TREES
   MULTI FAMILY PROPOSED STREET FRONTAGE: 1,413= 28 TREES
   COMMERCIAL PROPOSED STREET FRONTAGE: 4,576'=92 TREES

2. FIVE TREES PLANTED FOR EVERY ONE ACRE OF LAND THAT IS DEVELOPED OR DISTURBED BY DEVELOPMENT ACTIVITY*.
   SINGLE FAMILY DEVELOPMENT AREA**: 90 ACRES X 5 = 450 TREES
   MULTI FAMILY DEVELOPMENT AREA: 27 ACRES X 5 = 135 TREES
   COMMERCIAL DEVELOPMENT AREA: 25 ACRES X 5 = 125 TREES

* 5TH STREET ROW TAKEN OUT OF DEVELOPED AREA CALCULATIONS
** 100' BUFFER ALONG EAST SIDE TAKEN OUT OF DEVELOPED AREA CALCULATIONS

TOTAL TREES REQUIRED FOR LANDSCAPE ORDINANCE:
SINGLE FAMILY: 834
MULTI FAMILY: 163
COMMERCIAL: 217 (PLUS PARKING LOT LANDSCAPE REQUIREMENTS)
TOTAL: 1,214 (PLUS PARKING LOT LANDSCAPE REQUIREMENTS IN COMMERCIAL)

TOTAL TREE CALCULATIONS FOR MULTI FAMILY AND COMMERCIAL AREAS ARE SUBJECT TO CHANGE. THESE AREAS WILL BE ADDRESSED WHEN DETAILED PLANS ARE SUBMITTED.

PROPOSED TREES:
SINGLE FAMILY AREA (HANS HAGEN HOMES): 865
MULTI-FAMILY: TBD
COMMERCIAL: TBD

TREE PRESERVATION DATA:
CALIPER INCHES TO BE MITIGATED: 256
NUMBER OF TREES REQUIRED FOR REPLACEMENT: 102 (2.5" TREES)
LANDSCAPE REQUIREMENTS COUNT TOWARD TREE MITIGATION REQUIREMENTS IN MIXED USE DEVELOPEMENTS; NO FURTHER TREE PLANTING IS REQUIRED ABOVE THE LANDSCAPE ORDINANCE REQUIREMENTS.
SEE TREE PRESERVATION PLAN AND TREE INVENTORY DOCUMENT FOR MORE DETAILS

SHEET SHEETS L2-4 FOR TREE LOCATIONS
SEE SHEET L2 FOR TREE SCHEDULE

N

0 75 150 300
GRAPHIC SCALE IN FEET

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3-26-15 city comments

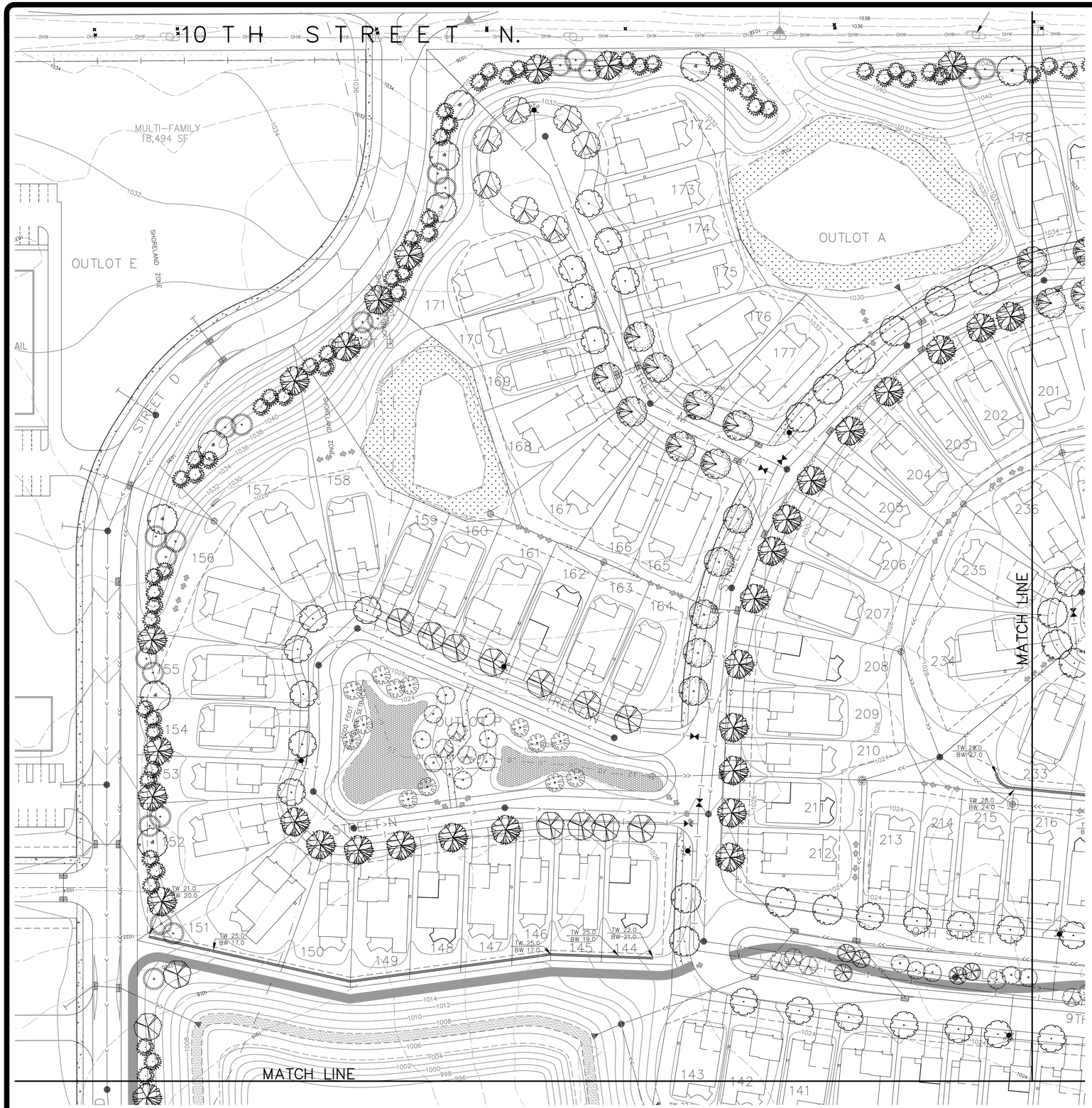
Date 10-10-14
Designed jlt
Drawn jlt

LANDSCAPE PLAN

HANS HAGEN HOMES
941 HILLWIND ROAD NE SUITE 300
FRIDLEY, MINNESOTA 55432

INWOOD
LAKE ELMO, MINNESOTA

L1 OF 5



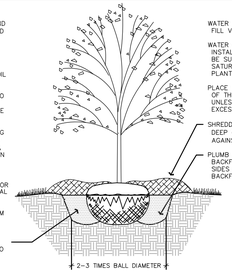
TREE TOTALS FOR ENTIRE SITE

PLANT SCHEDULE

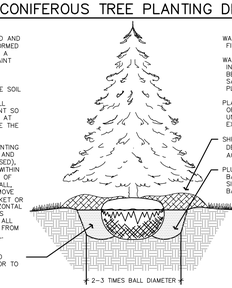
KEY	COMMON NAME/Scentific name	ROOT	QUANTITY	INSTRUCTIONS
	OVERSTORY TREES			
	NORTHWOOD MAPLE/Acer rubrum 'Northwood'	2.5" B&B	52	
	AUTUMN BLAZE MAPLE/Acer x freemanii 'Jeffersred'	2.5" B&B	29	
	SIENNA GLEN MAPLE/Acer x freemanii 'Sienna'	2.5" B&B	69	
	RIVER BIRCH/Betula nigra 'Heritage'	8' B&B	22	Multi-Stem
	COMMON HACKBERRY/Celtis occidentalis	2.5" B&B	58	
	HONEYLOCUST/Gleditsia triacanthos var. enermis	2.5" B&B	85	
	NORTHERN RED OAK/Quercus rubra	2.5" B&B	103	
	SENTRY LINDEN/Tilia americana 'Sentry'	2.5" B&B	63	
	EVERGREEN TREES			
	BLACK HILLS SPRUCE/Picea glauca densata	6' B&B	164	
	SCOTCH PINE/Pinus sylvestris	6' B&B	62	
	ORNAMENTAL TREES			
	AUTUMN BRILLANCE SERVICEBERRY/Amelanchier x grandiflora 'Autumn Brilliance'	6' B&B	88	Multi-Stem
	SUGAR TYME CRAB/Malus 'Sugar Tyme'	2" B&B	15	
	PRAIRIFIRE CRAB/Malus 'Prairifire'	2" B&B	18	
	JAPANESE TREE LILAC/Syringa reticulata	6' B&B	37	Multi-Stem

LANDSCAPE NOTES:
FRONT YARD TREES WILL BE PLANTED AFTER HOME IS CONSTRUCTED ON EACH LOT.
LOTS WILL BE SODDED AFTER CONSTRUCTION.
OUTLOTS WILL BE SEEDED. SEE GRADING PLAN FOR SEEDING DETAILS
SEE SHEET L1 FOR LANDSCAPE REQUIREMENT DATA

DECIDUOUS TREE PLANTING DETAIL



CONIFEROUS TREE PLANTING DETAIL



LANDSCAPE NOTES

– THE LANDSCAPE CONTRACTOR SHALL VISIT THE PROJECT SITE TO BECOME FAMILIAR WITH THE EXISTING CONDITIONS PRIOR TO SUBMITTING A BID.

– THE LANDSCAPE CONTRACTOR SHALL NOTIFY THE LANDSCAPE ARCHITECT OF PROPOSED PHYSICAL START DATE AT LEAST 7 DAYS IN ADVANCE.

– THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR THE FIELD VERIFICATION OF ALL EXISTING UTILITY LOCATIONS ON THE PROJECT SITE WITH GOPHER STATE ONE CALL 1-800-252-1166 PRIOR TO COMMENCING WORK. THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND REPAIR OF EXISTING UTILITIES DAMAGED DURING CONSTRUCTION AT NO COST TO THE OWNER. NOTIFY THE LANDSCAPE ARCHITECT OF ANY CONFLICTS TO FACILITATE PLANT RELOCATION.

– GRADING TO BE PERFORMED BY OTHERS.

– NO PLANT MATERIAL SHALL BE INSTALLED UNTIL GRADING AND CONSTRUCTION HAS BEEN COMPLETED IN THE IMMEDIATE AREA.

– ALL PLANT MATERIAL SHALL MEET THE STANDARDS FOUND IN THE AMERICAN ASSOCIATION OF NURSERYMEN–AMERICAN STANDARD FOR NURSERY STOCK.

– ALL CONTAINER MATERIAL TO BE GROWN IN THE CONTAINER A MINIMUM OF SIX (6) MONTHS PRIOR TO PLANTING ON SITE.

– DECIDUOUS AND CONIFEROUS TREES SHALL NOT BE STAKED, BUT THE LANDSCAPE CONTRACTOR MUST GUARANTEE STANDABILITY TO A WIND SPEED OF 60 M.P.H.

– THE LANDSCAPE CONTRACTOR SHALL PROVIDE A MINIMUM GUARANTEE OF ONE YEAR ONE TIME REPLACEMENT ON NEW PLANT MATERIALS. GUARANTEE SHALL BE AGREED UPON BY DEVELOPER/BUILDER AND LANDSCAPE CONTRACTOR.

– THE LANDSCAPE ARCHITECT RESERVES THE RIGHT TO REJECT ANY PLANTS WHICH ARE DEEMED UNSATISFACTORY BEFORE, DURING OR AFTER INSTALLATION.

– IF THERE IS A DESCREPANCY BETWEEN THE NUMBER OF PLANTS SHOWN ON THE PLAN AND THE NUMBER SHOWN ON THE PLANT LIST, THE NUMBER SHOWN ON THE PLAN WILL TAKE PRECEDENCE.

–THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL MULCHES AND PLANTING SOIL QUANTITIES TO COMPLETE WORK SHOWN ON THE PLAN. THE LANDSCAPE CONTRACTOR SHALL VERIFY ALL QUANTITIES SHOWN ON THE PLANT SCHEDULE.

– COMMERCIAL GRADE POLY LAWN EDGING SHALL BE INSTALLED WHERE NOTED.

– THE LANDSCAPE CONTRACTOR SHALL REPAIR ALL DAMAGE TO THE SITE CAUSED BY THE PLANTING OPERATION AT NO COST TO THE OWNER.

– THE LANDSCAPE CONTRACTOR SHALL KEEP PAVEMENTS CLEAN UNSTAINED. ALL PEDESTRIAN AND VEHICLE ACCESS TO BE MAINTAINED THROUGHOUT CONSTRUCTION PERIOD. ALL WASTES SHALL BE PROMPTLY REMOVED FROM THE SITE. ANY DAMAGE TO EXISTING FACILITIES SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.

– THE CONTRACTOR SHALL BE RESPONSIBLE FOR COMPLYING WITH ALL APPLICABLE CODES, REGULATIONS AND PERMITS GOVERNING THE WORK.

– STORAGE OF MATERIALS OR SUPPLIES ON–SITE WILL NOT BE ALLOWED.

0 25 50 100

GRAPHIC SCALE IN FEET

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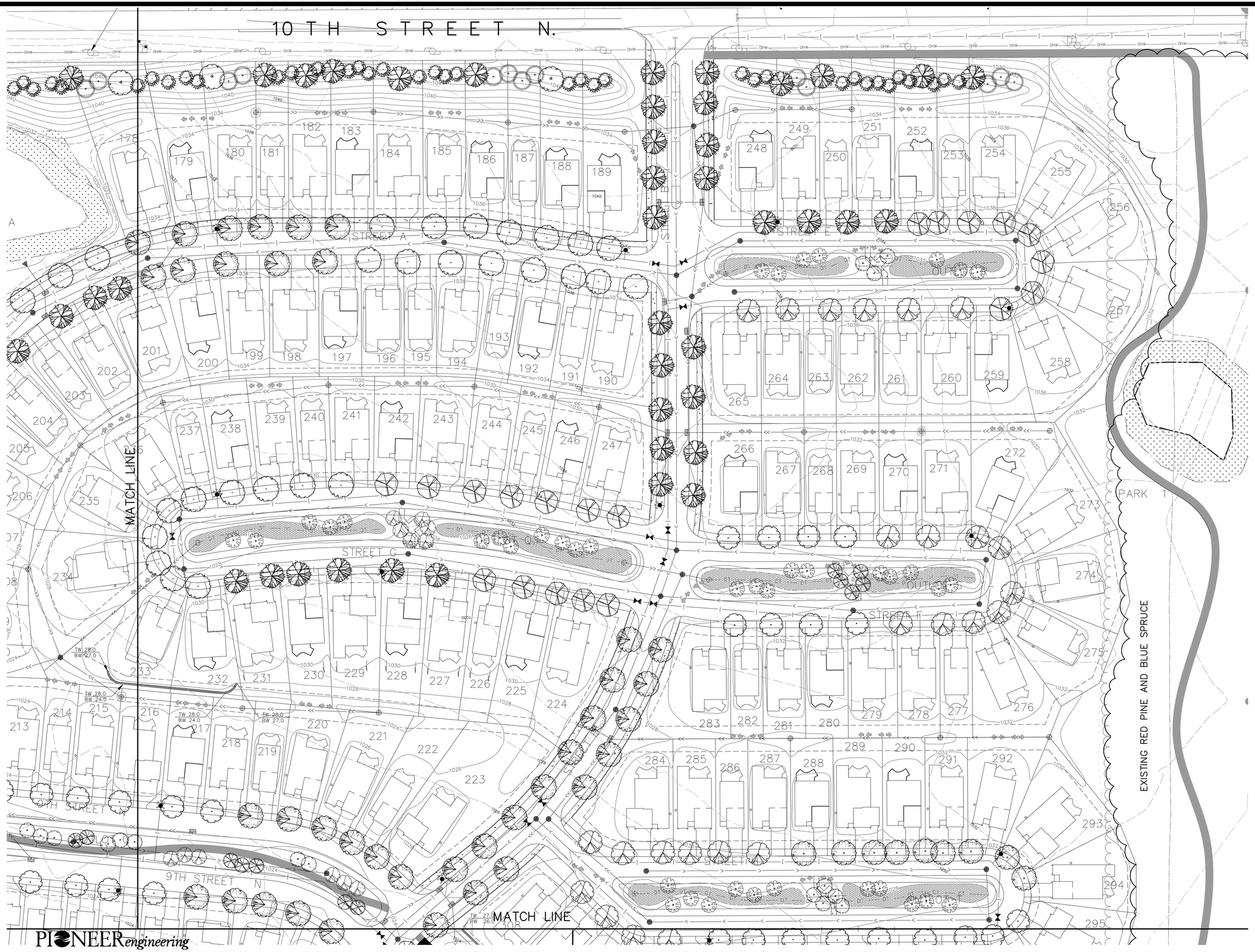
Date 10-10-14
Designed jlt
Drawn jlt

LANDSCAPE PLAN

HANS HAGEN HOMES
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INWOOD
LAKE ELMO, MINNESOTA

L2 OF 5



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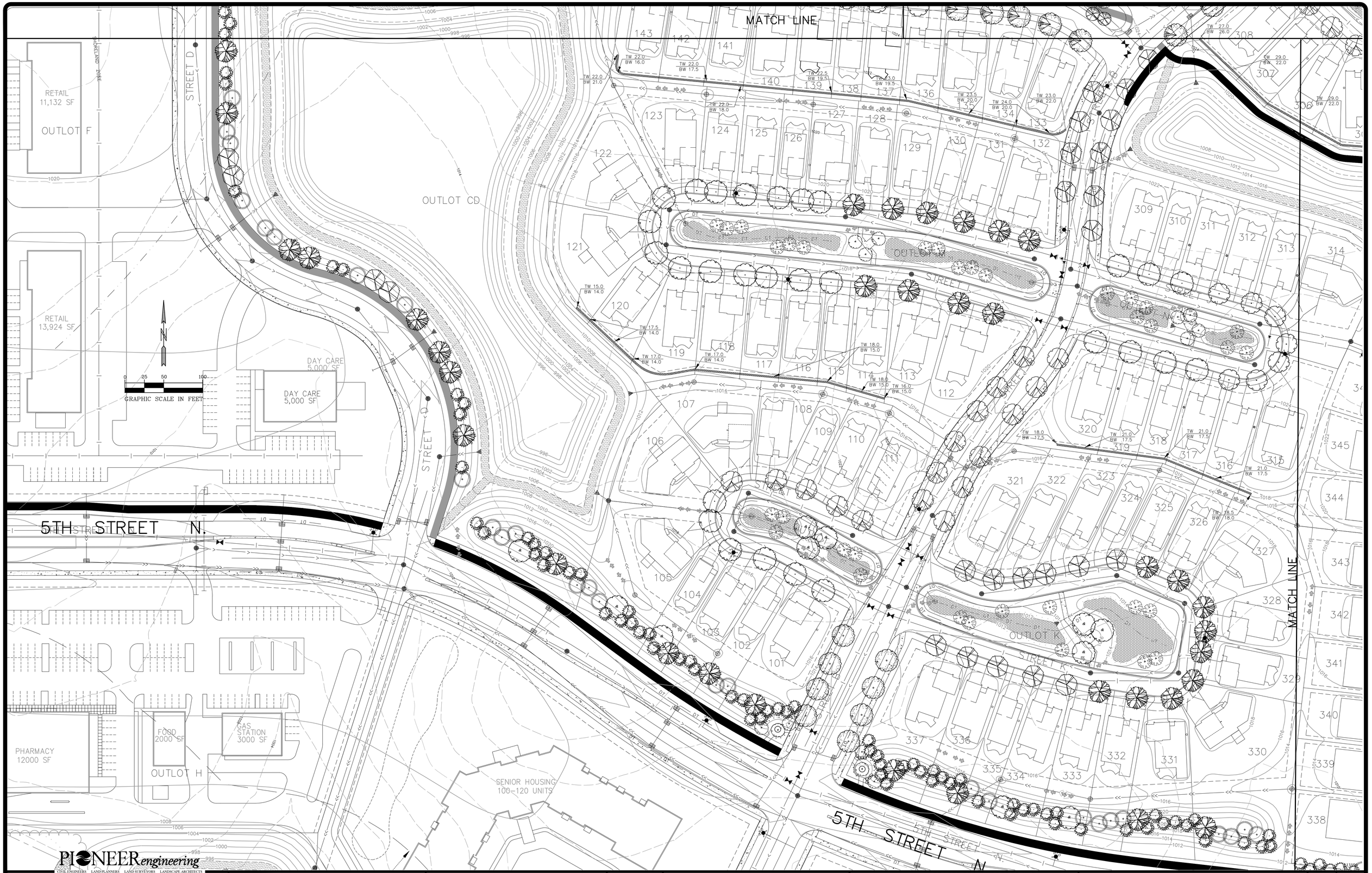
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LAKE ELMO, MINNESOTA

L5 OF 5

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TREE/SILT FENCE (TYP.)

TREES TO BE REMOVED

THIS AREA COMPRISED OF RED PINE AND BLUE SPRUCE UP TO 8 CALIPER INCHES IN SIZE. THIS AREA TO REMAIN LARGELY UNIMPACTED.

× 692 SIGNIFICANT TREE

⊗ 692 SIGNIFICANT TREE–OFF SITE

⧓ 692 SIGNIFICANT TREE–TO BE REMOVED

DENOTES TREE REMOVAL AREAS

0 50 100 200

GRAPHIC SCALE IN FEET

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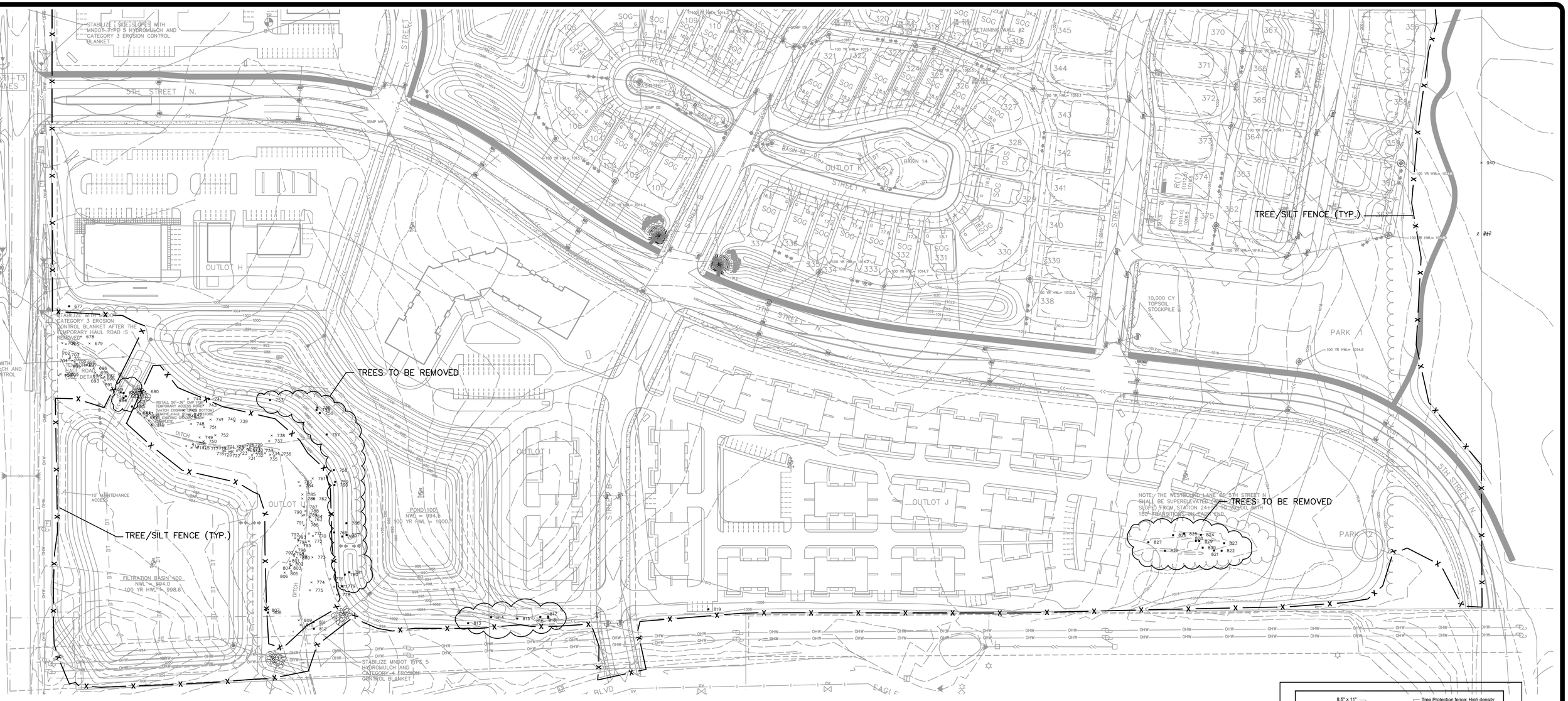
TREE PRESERVATION PLAN

HANS HAGEN HOMES
941 HILLWIND ROAD NE SUITE 300
FRIDLEY, MINNESOTA 55432

INWOOD
LAKE ELMO, MINNESOTA

T1 OF 2

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× 692 SIGNIFICANT TREE

⊗ 692 SIGNIFICANT TREE—OFF SITE

692 SIGNIFICANT TREE—TO BE REMOVED

DENOTES TREE REMOVAL AREAS

N

0 50 100 200

GRAPHIC SCALE IN FEET

TREE PRESERVATION NOTES

BEFORE LAND CLEARING BEGINS, CONTRACTOR SHOULD MEET WITH THE CONSULTANT ON SITE TO REVIEW ALL WORK PROCEDURES, ACCESS ROUTES, STORAGE AREAS, AND TREE PROTECTION MEASURES.

NO FILL SHOULD BE PLACED AGAINST THE TRUNK, ON THE ROOT CROWN, OR WITHIN THE DRIP LINE AREA OF ANY TREES THAT ARE TO BE SAVED.

NO GRADING, TRENCHING OR PLACEMENT OF EQUIPMENT IS ALLOWED IN THE TREE PROTECTION AREA.

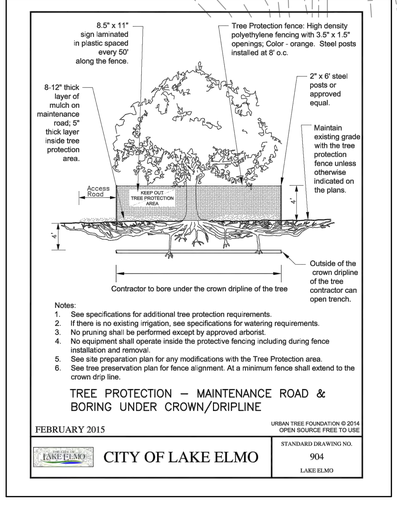
WORK PERFORMED WITHIN THE TREE PROTECTION AREA SHOULD BE DONE BY HAND AND UNDER THE SUPERVISION OF THE CONSULTING ARBORIST.

PRUNING OF OAK TREES MUST NOT TAKE PLACE FROM APRIL 15 TO JULY 15 TO PREVENT THE SPREAD OF OAK WILT DISEASE.

IF WOUNDING OF OAK TREES OCCUR ANYTIME BETWEEN APRIL TO AUGUST, A NON-TOXIC WOUND DRESSING MUST BE APPLIED IMMEDIATELY. (EXCAVATORS MUST HAVE A NON-TOXIC TREE WOUND DRESSING WITH THEM ON DEVELOPMENT SITES).

Total significant inches on site:	**5617**
Total inches to be removed:	**2716**
Total Inches to be saved:	**2901**
Total Inches allowed to be removed (30% of total inches):	**1685**
Total Inches removed over threshold:	**1031**
All trees proposed to be removed fall in the common tree category	
Mitigation required:	
1/4 inch for every inch removed over threshold: 671/4=256 inches to be mitigated on site	
256 inches = 102 2.5" trees or 86 3" trees	

SEE DOCUMENT TITLED "INWOOD TREE INVENTORY" FOR A DETAILED TREE INVENTORY
SEE LANDSCAPE PLANS FOR PROPOSED TREE LOCATIONS



Notes:
1. See specifications for additional tree protection requirements.
2. If there is no existing irrigation, see specifications for watering requirements.
3. No pruning shall be performed except by approved arborist.
4. No equipment shall operate inside the protective fencing including during fence installation and removal.
5. See site preparation plan for any modifications with the Tree Protection area.
6. See tree preservation plan for fence alignment. At a minimum fence shall extend to the crown drip line.

TREE PROTECTION – MAINTENANCE ROAD & BORING UNDER CROWN/DRIPLINE

FEBRUARY 2015

URBAN TREE FOUNDATION © 2014 OPEN SOURCE FREE TO USE

CITY OF LAKE ELMO

STANDARD DRAWING NO. 904 LAKE ELMO

XXX

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TREE PRESERVATION PLAN

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INWOOD
LAKE ELMO, MINNESOTA

T2 OF 2

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InWood Tree Inventory

October 10, 2014

Revised February 27, 2015

Revised April 16, 2015

Hans Hagen Homes

Tree Inventory by:

Ken Arndt
Forest Ecologist/Wetland Specialist
Midwest Natural Resources, Inc.
1032 West Seventh St. #150
St. Paul, MN 55102
(651)-788-0641

Tree Preservation Plans provided by:

PIONEER *engineering*

2422 Enterprise Drive
Mendota Heights, MN 55120
651-681-1914

Tree Tag #	Size (" dbh)	Common Name	Scientific Name	Native/Non-Native	Notes	Remove (inches)	Save (inches)
677	12	American elm	*Ulmus americana*	Native		12	
678	15	Green Ash	*Fraxinus pennsylvanica*	Native			15
679	44/24	Cottonwood	*Populus deltoides*	Native			68
680	38	Cottonwood	*Populus deltoides*	Native			38
681	22	Cottonwood	*Populus deltoides*	Native			22
682	28/16	Cottonwood	*Populus deltoides*	Native			44
683	12	Cottonwood	*Populus deltoides*	Native			12
684	18	Cottonwood	*Populus deltoides*	Native			18
685	27	Cottonwood	*Populus deltoides*	Native		27	
686	19	Cottonwood	*Populus deltoides*	Native		19	
687	24	Cottonwood	*Populus deltoides*	Native		24	
688	25	Cottonwood	*Populus deltoides*	Native		25	
689	22	Cottonwood	*Populus deltoides*	Native		22	
690	14/12	Cottonwood	*Populus deltoides*	Native			26
691	21	Cottonwood	*Populus deltoides*	Native			21
692	25	Cottonwood	*Populus deltoides*	Native			25
693	20	Cottonwood	*Populus deltoides*	Native			20
694	17	Cottonwood	*Populus deltoides*	Native			17
695	25/23/21	Cottonwood	*Populus deltoides*	Native			69
696	20/20	Cottonwood	*Populus deltoides*	Native			40
697	19	Cottonwood	*Populus deltoides*	Native			19
698	20	Cottonwood	*Populus deltoides*	Native			20
699	15	Cottonwood	*Populus deltoides*	Native			15
700	16	Cottonwood	*Populus deltoides*	Native			16
701	14	Cottonwood	*Populus deltoides*	Native			14
702	21	Cottonwood	*Populus deltoides*	Native			21
703	12	Cottonwood	*Populus deltoides*	Native			12
704	12	Cottonwood	*Populus deltoides*	Native			12
705	13/8	Box Elder	*Acer negundo*	Native			21
706	15	Box Elder	*Acer negundo*	Native			15
707	25	Cottonwood	*Populus deltoides*	Native			25
708	20/18/18	Cottonwood	*Populus deltoides*	Native			56
709	17	Cottonwood	*Populus deltoides*	Native			17
710	21	Cottonwood	*Populus deltoides*	Native			21
711	21	Cottonwood	*Populus deltoides*	Native			21
712	18	Cottonwood	*Populus deltoides*	Native			18
713	22/22	Cottonwood	*Populus deltoides*	Native			44
714	17	Cottonwood	*Populus deltoides*	Native			17
715	23	Cottonwood	*Populus deltoides*	Native			23
716	19	Cottonwood	*Populus deltoides*	Native			19
717	22	Cottonwood	*Populus deltoides*	Native			22
718	18	Cottonwood	*Populus deltoides*	Native			18
719	17	Cottonwood	*Populus deltoides*	Native			17
720	12	Cottonwood	*Populus deltoides*	Native			12
721	12	Cottonwood	*Populus deltoides*	Native			12
722	18	Cottonwood	*Populus deltoides*	Native			18
723	19	Cottonwood	*Populus deltoides*	Native			19
724	16	Cottonwood	*Populus deltoides*	Native			16
725	19	Cottonwood	*Populus deltoides*	Native			19
726	16	Cottonwood	*Populus deltoides*	Native			16
727	20	Cottonwood	*Populus deltoides*	Native			20
728	21	Cottonwood	*Populus deltoides*	Native			21

Tree Tag #	Size (" dbh)	Common Name	Scientific Name	Native/Non-Native	Notes	Remove (inches)	Save (inches)
729	15	Cottonwood	*Populus deltoides*	Native			15
730	16	Cottonwood	*Populus deltoides*	Native			16
731	16	Cottonwood	*Populus deltoides*	Native			16
732	15	Cottonwood	*Populus deltoides*	Native			15
733	19	Cottonwood	*Populus deltoides*	Native			19
734	21	Cottonwood	*Populus deltoides*	Native			21
735	25	Cottonwood	*Populus deltoides*	Native			25
736	21	Cottonwood	*Populus deltoides*	Native			21
737	27	Cottonwood	*Populus deltoides*	Native			27
738	13	Box Elder	*Acer negundo*	Native			13
739	24	American elm	*Ulmus americana*	Native			24
740	38	Cottonwood	*Populus deltoides*	Native			38
741	20/13/13	Silver Maple	*Acer saccharinum*	Native			46
742	19/17/17/17	Silver Maple	*Acer saccharinum*	Native		70	
743	16	Box Elder	*Acer negundo*	Native			16
744	27/27	Silver Maple	*Acer saccharinum*	Native			54
745	17	American elm	*Ulmus americana*	Native			17
746	36	Cottonwood	*Populus deltoides*	Native			36
747	48	Cottonwood	*Populus deltoides*	Native			48
748	20/15	Cottonwood	*Populus deltoides*	Native			35
749	16	Cottonwood	*Populus deltoides*	Native			16
750	12	Willow	*Salix* spp.	Native			12
751	15	American elm	*Ulmus americana*	Native			15
752	17	Silver Maple	*Acer saccharinum*	Native			17
753	40	Cottonwood	*Populus deltoides*	Native		40	
754	32/32	Cottonwood	*Populus deltoides*	Native		64	
755	25	Cottonwood	*Populus deltoides*	Native		25	
756	32/30/30/15	Cottonwood	*Populus deltoides*	Native		107	
757	50/30/21	Cottonwood	*Populus deltoides*	Native		101	
758	38/24	Cottonwood	*Populus deltoides*	Native		62	
759	42	Cottonwood	*Populus deltoides*	Native		42	
760	40	Cottonwood	*Populus deltoides*	Native		40	
761	16	Box Elder	*Acer negundo*	Native			16
762	25/24	Cottonwood	*Populus deltoides*	Native			49
763	18	Cottonwood	*Populus deltoides*	Native			18
764	15	Cottonwood	*Populus deltoides*	Native			15
765	12	American elm	*Ulmus americana*	Native			12
766	30	Cottonwood	*Populus deltoides*	Native		30	
767	12	Box Elder	*Acer negundo*	Native		12	
768	12	Box Elder	*Acer negundo*	Native		12	
769	12	Box Elder	*Acer negundo*	Native		12	
770	18/17/14/12	Willow	*Salix* spp.	Native			61
771	18	Cottonwood	*Populus deltoides*	Native			18
772	15	Cottonwood	*Populus deltoides*	Native			15
773	26	Cottonwood	*Populus deltoides*	Native			26
774	31	Cottonwood	*Populus deltoides*	Native			31
775	32	Cottonwood	*Populus deltoides*	Native			32
776	21	American elm	*Ulmus americana*	Native			21
777	21	Box Elder	*Acer negundo*	Native			21
778	42	Cottonwood	*Populus deltoides*	Native			42

Tree Tag #	Size (" dbh)	Common Name	Scientific Name	Native/Non-Native	Notes	Remove (inches)	Save (inches)
779	38	Cottonwood	*Populus deltoides*	Native			38
780	37	Cottonwood	*Populus deltoides*	Native		37	
781	24	Cottonwood	*Populus deltoides*	Native		24	
782	33	Cottonwood	*Populus deltoides*	Native			33
783	17	Cottonwood	*Populus deltoides*	Native			17
784	17	Cottonwood	*Populus deltoides*	Native			17
785	14	Cottonwood	*Populus deltoides*	Native			14
786	13	Cottonwood	*Populus deltoides*	Native			13
787	12	Cottonwood	*Populus deltoides*	Native			12
788	12	Cottonwood	*Populus deltoides*	Native			12
789	14	Cottonwood	*Populus deltoides*	Native			14
790	18	Cottonwood	*Populus deltoides*	Native			18
791	15	Cottonwood	*Populus deltoides*	Native			15
792	12	American elm	*Ulmus americana*	Native			12
793	15	Cottonwood	*Populus deltoides*	Native			15
794	20	Cottonwood	*Populus deltoides*	Native			20
795	22	Cottonwood	*Populus deltoides*	Native			22
796	19	Cottonwood	*Populus deltoides*	Native			19
797	16	Cottonwood	*Populus deltoides*	Native			16
798	18	Cottonwood	*Populus deltoides*	Native			18
799	12	Cottonwood	*Populus deltoides*	Native			12
800	14	Willow	*Salix* spp.	Native			14
801	17	Cottonwood	*Populus deltoides*	Native			17
802	16	Cottonwood	*Populus deltoides*	Native			16
803	17	Cottonwood	*Populus deltoides*	Native			17
804	18	Cottonwood	*Populus deltoides*	Native			18
805	17	Cottonwood	*Populus deltoides*	Native			17
806	12	American elm	*Ulmus americana*	Native			12
807	12	American elm	*Ulmus americana*	Native		12	
808	12	American elm	*Ulmus americana*	Native		12	
809	20	Cottonwood	*Populus deltoides*	Native			20
810	21	Cottonwood	*Populus deltoides*	Native			21
811	24/20/18	Willow	*Salix* spp.	Native		62	
812	23	Willow	*Salix* spp.	Native		23	
813	13/10	Bur Oak	*Quercus macrocarpa*	Native		23	
814	14	Bur Oak	*Quercus macrocarpa*	Native		14	
815	27	Bur Oak	*Quercus macrocarpa*	Native		27	
816	25	Bur Oak	*Quercus macrocarpa*	Native		25	
817	16	Black Cherry	*Prunus serotina*	Native		16	
818	16/13	Box Elder	*Acer negundo*	Native		29	
819	28	Cottonwood	*Populus deltoides*	Native		28	
820	14	Siberian Elm	*Ulmus pumila*	Non-Native		14	
821	15	Siberian Elm	*Ulmus pumila*	Non-Native		15	
822	13	Siberian Elm	*Ulmus pumila*	Non-Native		13	
823	15	Siberian Elm	*Ulmus pumila*	Non-Native		15	
824	15	Siberian Elm	*Ulmus pumila*	Non-Native		15	
825	16	Siberian Elm	*Ulmus pumila*	Non-Native		16	
826	16	Siberian Elm	*Ulmus pumila*	Non-Native		16	
827	14	American Elm	*Ulmus americana*	Non-Native		14	

Tree Tag #	Size (" dbh)	Common Name	Scientific Name	Native/Non-Native	Notes	Remove (inches)	Save (inches)
828	13	Siberian Elm	*Ulmus pumila*	Non-Native		13	
829	12	Siberian Elm	*Ulmus pumila*	Non-Native		12	
830	12	Siberian Elm	*Ulmus pumila*	Non-Native		12	
831	12	Siberian Elm	*Ulmus pumila*	Non-Native		12	
832	17	Siberian Elm	*Ulmus pumila*	Non-Native		17	
833	12	Siberian Elm	*Ulmus pumila*	Non-Native		12	
834	18/17/13	Siberian Elm	*Ulmus pumila*	Non-Native		48	
835	20/16/16	Siberian Elm	*Ulmus pumila*	Non-Native		52	
836	13	Box Elder	*Acer negundo*	Native		13	
837	15	Siberian Elm	*Ulmus pumila*	Non-Native		15	
838	12	Box Elder	*Acer negundo*	Native		12	
839	12	Box Elder	*Acer negundo*	Native		12	
840	12	Box Elder	*Acer negundo*	Native		12	
841	12	Siberian Elm	*Ulmus pumila*	Non-Native		12	
842	12	Siberian Elm	*Ulmus pumila*	Non-Native		12	
843	14	Siberian Elm	*Ulmus pumila*	Non-Native		14	
844	13	Box Elder	*Acer negundo*	Native		13	
845	12	Box Elder	*Acer negundo*	Native		12	
846	12	Box Elder	*Acer negundo*	Native		12	
847	19/19/16/13	Silver Maple	*Acer saccharinum*	Native		67	
848	17	Box Elder	*Acer negundo*	Native		17	
849	12	Silver Maple	*Acer saccharinum*	Native		12	
850	20/19/15	Box Elder	*Acer negundo*	Native		54	
851	19	Box Elder	*Acer negundo*	Native		19	
852	16	Box Elder	*Acer negundo*	Native		16	
853	12	Box Elder	*Acer negundo*	Native		12	
854	12	Box Elder	*Acer negundo*	Native		12	
855	13	Box Elder	*Acer negundo*	Native		13	
856	20/17/17/17/16/12	Silver Maple	*Acer saccharinum*	Native		99	
857	12	Box Elder	*Acer negundo*	Native		12	
858	12	Silver Maple	*Acer saccharinum*	Native		12	
859	19	Green Ash	*Fraxinus pennsylvanica*	Native		19	
860	18	Green Ash	*Fraxinus pennsylvanica*	Native		18	
861	14	Siberian Elm	*Ulmus pumila*	Non-Native		14	
862	12	Siberian Elm	*Ulmus pumila*	Non-Native		12	
863	13/12	Siberian Elm	*Ulmus pumila*	Non-Native		25	
864	13	Siberian Elm	*Ulmus pumila*	Non-Native		13	
865	18	Siberian Elm	*Ulmus pumila*	Non-Native	50% dead	excl	
866	12	Green Ash	*Fraxinus pennsylvanica*	Native		12	
867	13	Green Ash	*Fraxinus pennsylvanica*	Native		13	
868	20	Green Ash	*Fraxinus pennsylvanica*	Native		20	
869	17	Siberian Elm	*Ulmus pumila*	Non-Native		17	
870	15	Siberian Elm	*Ulmus pumila*	Non-Native		15	
871	12	Green Ash	*Fraxinus pennsylvanica*	Native		12	
872	12	Siberian Elm	*Ulmus pumila*	Non-Native		12	
873	14	Siberian Elm	*Ulmus pumila*	Non-Native		14	
874	15	Siberian Elm	*Ulmus pumila*	Non-Native		15	
875	12	Siberian Elm	*Ulmus pumila*	Non-Native		12	
876	14/13	Siberian Elm	*Ulmus pumila*	Non-Native		27	

Tree Tag #	Size (" dbh)	Common Name	Scientific Name	Native/Non-Native	Notes	Remove (inches)	Save (inches)
877	12	Siberian Elm	*Ulmus pumila*	Non-Native		12	
878	15	Box Elder	*Acer negundo*	Native		15	
879	24/18	Silver Maple	*Acer saccharinum*	Native		42	
880	12	Silver Maple	*Acer saccharinum*	Native		12	
881	16	Silver Maple	*Acer saccharinum*	Native		16	
882	15	American Elm	*Ulmus americana*	Native		15	
883	12	Silver Maple	*Acer saccharinum*	Native		12	
884	18/15	Silver Maple	*Acer saccharinum*	Native		33	
885	20	American Elm	*Ulmus americana*	Native		20	
886	17	Silver Maple	*Acer saccharinum*	Native		17	
887	12	Box Elder	*Acer negundo*	Native		12	
888	15	Silver Maple	*Acer saccharinum*	Native		15	
889	17	Silver Maple	*Acer saccharinum*	Native		17	
890	13	Silver Maple	*Acer saccharinum*	Native		13	
891	18	Siberian Elm	*Ulmus pumila*	Non-Native		18	
892	16	Silver Maple	*Acer saccharinum*	Native		16	
893	18	Siberian Elm	*Ulmus pumila*	Non-Native		18	
894	16	Silver Maple	*Acer saccharinum*	Native		16	
895	13/12	Siberian Elm	*Ulmus pumila*	Non-Native		25	
896	12	Siberian Elm	*Ulmus pumila*	Non-Native	50% dead	excl	
897	16	Siberian Elm	*Ulmus pumila*	Non-Native		16	
898	13	Siberian Elm	*Ulmus pumila*	Non-Native		13	
899	16	Siberian Elm	*Ulmus pumila*	Non-Native		16	
900	26	American Elm	*Ulmus americana*	Native		26	
901	16/12	Silver Maple	*Acer saccharinum*	Native		28	
902	16	Silver Maple	*Acer saccharinum*	Native		16	
903	16	Silver Maple	*Acer saccharinum*	Native		16	
904	12	Siberian Elm	*Ulmus pumila*	Non-Native		12	
905	16	Siberian Elm	*Ulmus pumila*	Non-Native		16	
906	12	Box Elder	*Acer negundo*	Native		12	
907	12	Siberian Elm	*Ulmus pumila*	Non-Native		12	
908	12	Siberian Elm	*Ulmus pumila*	Non-Native		12	
909	24	Silver Maple	*Acer saccharinum*	Native		24	
910	12	Siberian Elm	*Ulmus pumila*	Non-Native		12	
911	13	Siberian Elm	*Ulmus pumila*	Non-Native		13	
912	12	Green Ash	*Fraxinus pennsylvanica*	Native			12
913	14	Green Ash	*Fraxinus pennsylvanica*	Native			14
914	12	Green Ash	*Fraxinus pennsylvanica*	Native			12
915	13/12/12	Green Ash	*Fraxinus pennsylvanica*	Native	major damage at base		OS
916	12	Green Ash	*Fraxinus pennsylvanica*	Native			12
917	12	Black Cherry	*Prunus serotina*	Native			12
918	13/13	Black Cherry	*Prunus serotina*	Native			26
919	12	Green Ash	*Fraxinus pennsylvanica*	Native			12
920	12	White Mulberry	*Morus alba*	Non-Native			12
921	16/16	Silver Maple	*Acer saccharinum*	Native			32
922	12	Green Ash	*Fraxinus pennsylvanica*	Native			12
923	12	Green Ash	*Fraxinus pennsylvanica*	Native			OS
924	12	Green Ash	*Fraxinus pennsylvanica*	Native			12
925	12	Green Ash	*Fraxinus pennsylvanica*	Native			12

Tree Tag #	Size (" dbh)	Common Name	Scientific Name	Native/Non-Native	Notes	Remove (inches)	Save (inches)
926	12	Green Ash	*Fraxinus pennsylvanica*	Native			12
927	12	Green Ash	*Fraxinus pennsylvanica*	Native			12
928	12	American Elm	*Ulmus americana*	Native			12
929	12	Green Ash	*Fraxinus pennsylvanica*	Native			OS
930	12	American Elm	*Ulmus americana*	Native			12
931	16/15/14/13	Silver Maple	*Acer saccharinum*	Native			53
932	12	Green Ash	*Fraxinus pennsylvanica*	Native			12
933	13	Green Ash	*Fraxinus pennsylvanica*	Native	major internal decay		excl
934	7	Bur Oak	*Quercus macrocarpa*	Native			7
935	12	Green Ash	*Fraxinus pennsylvanica*	Native			12
936	13	American Elm	*Ulmus americana*	Native			13
937	12	Black Cherry	*Prunus serotina*	Native			OS
938	13	Black Cherry	*Prunus serotina*	Native			OS
939	15	American Elm	*Ulmus americana*	Native			OS
940	19/12	American Elm	*Ulmus americana*	Native			31
941	24	Cottonwood	*Populus deltoides*	Native			24
942	22	Cottonwood	*Populus deltoides*	Native			22
					Total Inches:	**2716**	**2901**

OS=off site (off site trees are excluded from all tree calculations)
excl=dead, dying, or severly damaged or hazard trees are excluded from calculations

Total significant inches on site:	**5617**
Total inches to be removed:	**2716**
Total Inches to be saved:	**2901**
Total Inches allowed to be removed (30% of total inches):	**1685**
Total Inches removed over threshold:	**1031**

All trees proposed to be removed fall in the common tree category
Mitigation required:
1/4 inch for every inch removed over threshold: 671/4=256 inches to be mitigated on site

256 inches = 102 2.5" trees or 86 3" trees

Evergreens along the eastern edge of the property are not included in this inventory or these calculations. None of the spruce in this area meet the 8" requirement for significant trees and the majority of the pine do not meet the 8" requirement for significant trees. The majority of this area will not be impacted by development. These trees were planted within the last 15 years likely for commercial purposes as evidenced by the rows, spacing, and tree spade holes.

DECLARATION OF COVENANTS, CONDITIONS

RESTRICTIONS AND EASEMENTS FOR

THE INWOOD HOMEOWNERS ASSOCIATION, INC.

THIS DECLARATION made this ____ day of_____, 2015, by Hans Hagen Homes, Inc., a Minnesota corporation, hereinafter called "Declarant";

W I T N E S S E T H:

WHEREAS, Declarant is the owner of the that certain real estate legally described on Exhibit A hereto attached, all which above-described land together constitutes and is hereinafter referred to as the "Property"; and

WHEREAS, the Property is the subject of a proposed residential development, and Declarant intends to improve the Property or portions thereof and any additions thereto from time to time: and

WHEREAS, Declarant desires to subject the Property to this Declaration at this time; and

WHEREAS, the real estate subjected hereby or which subsequently may be subjected to this Declaration and the improvements, including any Common Area, constructed thereon, will require uniform and continuing care and maintenance for the benefit and enjoyment of persons residing in the Property; and

WHEREAS, The InWood Homeowners Association, Inc., a Minnesota nonprofit corporation (hereinafter referred to as "Association"), has been formed as an agency to receive the power to attend to and effectuate policies and programs that will enhance the pleasure and value of the development, to hold title to, maintain and administer the Common Area, to maintain the Landscape Easement Areas, Public Median Areas, and Mailbox Easement Areas, to preserve and enhance the Property, to administer and enforce the covenants and restrictions, to provide certain service to certain Owners; and to collect and disburse the assessments, Ala-carte Fees and charges hereinafter created; and

WHEREAS, the Property, as constituted by this Declaration is exempt from the provisions of the Minnesota Common Interest Community Act (the "Act") pursuant to Minnesota Statutes Section 515B.1-102(e)(2) by reason of having no building containing a dwelling or any agricultural building to be maintained by the Association.

NOW, THEREFORE, Declarant declares that the Property, and such additions thereto as hereafter may be made pursuant to Article XI, Section 5 hereof, is and shall be held, transferred,

conveyed, sold, leased, occupied, and developed, subject to the covenants, conditions, restrictions, easements, charges and liens hereinafter set forth, which are for the purpose of protecting the value, desirability and attractiveness of the Property, and which shall run with the Property, and be binding upon all parties having any right, title or interest in the Property, their heirs, successors and assigns, and which shall inure to the benefit of each Owner thereof, and the heirs, successors and assigns of each Owner. This Declaration contemplates a general plan for the individual ownership of residential real property estates which include "single family" lots. The purpose of this Declaration is to provide for the maintenance and administration (and in the case of the Common Area, the ownership) of certain defined areas and facilities which benefit the development within and adjacent to the Property. Every conveyance of any part of the Property, or any interest therein, shall be and is subject to these easements, covenants, conditions and restrictions, as follows:

ARTICLE I.
DEFINITIONS

Section 1. The following words when used in this Declaration, or any supplemental declaration (unless the context shall prohibit) shall have the following meanings:

A. "Ala-carte Fees" shall mean fees assessed by the Association against Lots whose Owners request and are provided with Ala-carte Lawn Services pursuant to Article VI, Section 6 hereof.

B. "Association" shall mean The InWood Homeowners Association, Inc., a Minnesota nonprofit corporation.

C. "By-Laws" shall mean the corporate By-Laws adopted, from time to time, by the Board of Directors of the Association.

D. "Common Area" shall mean that certain portion of the Property, if any, legally described on **Exhibit C** hereto attached, including all improvements thereon, including common property, and such additions thereto (by way of easement or other grant from Declarant or others) as have been or may be granted to the Association for the common use and enjoyment of the Owners; provided, however, that no Lot shall be included in the Common Area.

E. "Common Area Irrigation" shall mean and refer to the irrigation system on each and all of those certain portions, if any, of the Property depicted on Exhibit C hereto attached.

F. "Declarant" shall mean Hans Hagen Homes, Inc., a Minnesota corporation, and its successors and assigns subject to satisfaction of the requirements of Article XI, Section 6 hereof.

G. "Eligible Mortgage Holder" shall mean a holder of a first Mortgage who has advised the Association in writing of its name and address and the address of the Lot covered by such Mortgage, and in said writing has requested the Association to notify it of

any proposed action that requires the consent of a specified percentage of Eligible Mortgage Holders.

H. "FHA" shall mean Federal Housing Administration, Department of Housing and Urban Development.

I. "FHLMC" shall mean Federal Home Loan Mortgage Corporation.

J. "FNMA" shall mean Federal National Mortgage Association.

K. "Landscape Easement Area" shall mean and refer to each and all of those certain portions, if any, of the Property legally described on **Exhibit D** hereto attached, or any such additions thereto (by way of grant from Declarant or other).

L. "Lot" shall mean and refer to a separate platted lot located within the boundary of the Property intended for or containing a dwelling.

M. "Lot Irrigation" shall mean and refer to the irrigation system on the Owner's Lot.

N. "Mailbox Easement Area" shall mean those portions of each Lot lying within five (5) feet of a public right-of-way.

O. "Member" shall mean any person or entity holding membership in the Association as provided in Article III hereof.

P. "Mortgage" shall mean any mortgage or other security instrument by which a Lot or any part thereof or any structure thereon is encumbered.

Q. "Mortgagee" shall mean any person or entity named as the Mortgagee under any such Mortgage or any successors or assigns to the interest of such person or entity under such Mortgage.

R. "Owner" shall mean the record owner, whether one or more persons or entities, of a fee simple title to any Lot, including a contract seller, but excluding those having such interest merely as security for the performance of an obligation.

S. ""Property" shall mean and refer to that certain real property described and defined in Article II and **Exhibit A** attached hereto, and such additions thereto as hereafter may be expressly brought within the jurisdiction of the Association pursuant to Article XI, Section 5 hereof.

T. "Proposed Development Area" shall mean that certain real estate legally described on **Exhibit F** hereto attached.

U. "Public Median Area" shall mean any portion of the public right-of-way which borders the street, curb and gutter improvements adjoining any Lot or Common Area. Public Median Area shall include all center landscape islands.

V. "VA" shall mean Veterans Administration.

ARTICLE II.
PROPERTY SUBJECT TO THIS DECLARATION

Section 1. The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in the City of Lake Elmo, County of Washington, State of Minnesota, and is more particularly described in **Exhibit A** hereto attached, together with such additional real property as may, in the future, be annexed and made subject to this Declaration pursuant to the terms hereof.

ARTICLE III.
MEMBERSHIP AND VOTING RIGHTS IN ASSOCIATION

Section 1. Membership. Every Owner of a Lot shall be subject to assessment, and except as herein provided to the contrary, shall be entitled and required to be a Member of the Association. If title to a Lot is held by more than one person, each of such persons shall be a Member. An Owner of more than one Lot shall be entitled to one membership for each such Lot. Each such membership shall be appurtenant to the Lot upon which it is based and shall transfer automatically by voluntary or involuntary conveyance of the title of that Lot. No person or entity other than an Owner or Declarant may be a Member of the Association, and a membership in the Association may not be transferred except in connection with the transfer of title to that Lot.

Section 2. Transfer. A membership in the Association shall not be transferred, pledged or alienated in any way, except upon the transfer of the record title of a Lot and then only to such transferee by assignment, intestate succession, testamentary disposition, foreclosure or mortgage of record, or other legal process. It shall be the responsibility of each Owner, upon becoming entitled to membership, so to notify the Association in writing, and until so notified, the Association may continue to carry the name of the former Owner as a Member, in its sole discretion. In the event the Owner of any Lot should fail or refuse to transfer the membership registered in his name to the transferee of title of such Lot, the Association shall have the right to record the transfer upon the books of the Association and issue a new membership to the transferee and thereupon the old membership outstanding in the name of the transferor shall be null and void.

Section 3. Voting. The Association shall have two classes of voting membership.

A. Class A. Class A Members shall be all Owners of Lots, with the exception of the Declarant prior to termination of Class B membership, and shall be entitled to one vote for each Lot owned. When more than one person holds title to any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any

one Lot. There can be no split vote. Prior to or at the time of any meeting at which a vote is to be taken, each co-Owner or other person entitled to a vote at such meeting shall file with the Secretary of the Association the name of the voting co-Owner or other person entitled to a vote at such meeting, unless such co-Owner or other person has filed a general voting authority with the Secretary applicable to all votes until rescinded. In the absence of such arrangements, no vote shall be allowed to a Lot with multiple Owners.

B. Class B. The Class B Member shall be the Declarant, who shall be entitled to three votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs first:

(i) When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or

(ii) The twelfth anniversary of the recording of this Declaration.

Section 4. Suspension of Voting Rights. In the event any Owner shall be in arrears in the payment of any amount due under any of the provisions of this Declaration for a period of thirty (30) days, or shall be in default in the performance of any of the terms of this Declaration for a period of thirty (30) days, such Owner's right to vote as a Member of the Association shall be suspended and shall remain suspended until all payments are brought current and all defaults remedied.

ARTICLE IV.
PROPERTY RIGHTS

Section 1. Easements, Covenants; Amendments. All easements described in this Declaration are permanent easements appurtenant, running with the land, except to the extent explicitly stated in this Declaration to be for the benefit of a particular person or entity. They shall at all times inure to the benefit of and be binding on the Owner and the Mortgagee, from time to time, of any Lots and on the owner and mortgagee, if any, from time to time, of the Common Area, and their respective heirs, successors, personal representatives or assigns.

Section 2. Drainage and Utility Association Maintenance:

A. Easements For Drainage and Utility. The Property shall be subject to nonexclusive public easements for drainage and utilities as so indicated and described on the recorded plat of the Property.

B. Association Maintenance. The Property shall be subject to nonexclusive easements in favor of the Association for performance of the construction, repair and maintenance responsibilities required pursuant to this Declaration.

Section 3. Owner Easements Over Common Areas. Every Owner shall have a non-exclusive right and easement of enjoyment in and to the Common Area, which right and easement

shall include, but not be limited to, utility, water and sewer easements, and use and enjoyment of open spaces and all other parts of the Common Area. Such right and easement shall be appurtenant to and shall pass with the title to every Lot, subject to and together with the following provisions:

A. The right of the Association to pass reasonable rules with respect to the Common Area, for the health, comfort, safety and welfare of persons using same;

B. The right of the Association to suspend the voting rights and right of the use of recreational facilities (if any) situated upon the Common Area by an Owner for any period during which any assessment against his Lot remains unpaid, and for a period not to exceed sixty (60) days for an infraction of its published rules and regulations;

C. The right of the Association to levy assessments as provided in this Declaration;

D. The rights of the Association and Declarant reserved under Article IV, Section 4 and 5 hereinbelow; and

E. Any Owner may delegate, in accordance with the By-Laws of the Association, his right of enjoyment to the Common Area to residents of his Lot, including the members of his family, his tenants, or contract purchasers, and the invitees thereof (except that the Board of Directors may restrict or regulate use of recreational facilities by non-residents).

Section 4. Maintenance Easement Over Adjoining Lots. Owners of adjoining Lots shall have reciprocal easements for reasonable access over adjoining Lots for the maintenance and upkeep of walls, fences, buildings, landscape material, grass and other improvements; provided, however, that any damage to an adjoining Lot resulting from such access shall be promptly and fully repaired.Association's Rights.

A. The Association shall have the right to manage, build, reconstruct, repair, maintain and improve (including by way of example, but not limited to, landscaping, to place, maintain, and replace on such area lawns, hedges, trees and other plantings and decorative fences, walls and project signage; to apply fertilizers and agents for the control of weeds, dandelions and crabgrass; to install and maintain an irrigation system; to install recreational facilities and other structures and improvements, and to adopt reasonable rules regarding the use of such area for the purpose of preserving a neat and well-maintained appearance) the Common Area, Landscape Easement Areas, Public Median Areas and Mailbox Easement Areas.

B. The Association shall have the right to mortgage all or any portion of the Common Area for the purpose of securing a loan of money to be used for any of the purposes specified in subsection 4.A. next hereinabove, provided that the rights of such mortgagee in the Common Area shall be subordinate to the rights of the Owners under this

Declaration, and provided further, that the mortgage shall have received any prior written approval required by this Declaration.

C. The Association shall have the right to dedicate or transfer all or any part of the Common Area to any governmental subdivision or public agency or utility, and to grant permits, licenses, and easements over the Common Area for utilities, roads, and other purposes necessary or useful for the proper maintenance or operation or the project, subject to any prior written approval required by this Declaration.

D. The Property shall be subject to easements of record on the date hereof and any easements in the Common Areas which may hereinafter be granted by the Association (subject to the approval referred to in the preceding paragraph) to any public or private utilities or governmental bodies for the installation and maintenance of electrical, telephone, cable television and data conduit and lines, gas pipes, sewers or water pipes, coaxial cable, or any other utility services serving any Lot or the Common Area.

E. Anything apparently to the contrary notwithstanding, no abandonment, partition, subdivision, encumbrance, sale or transfer of the Common Area or other common property or any part thereof shall be effective unless it shall have received any prior written approval specified in this Declaration.

Section 5. Declarant's Rights. Declarant shall have the same rights as any other Owner as to Lots owned by it from time to time, except as otherwise specified herein. In addition, until the last Lot is conveyed by Declarant to an Owner other than Declarant, Declarant shall have the right and easement over the Common Area for the construction and completion of improvements and making repairs to improvements (whether on the Common Area or upon other areas of the Property) and the right to maintain and use facilities and signs upon the Common Area, Landscape Easement Area, Public Median Area, and Mailbox Easement Area for the purpose of marketing units, and to invite and escort the public thereon for such purpose. Without limiting the generality of the foregoing, Declarant shall have the right (until the last Lot owned by Declarant is so conveyed), to construct, relocate, remove, and alter improvements on the Landscape Easement Area and the Common Area, including paths, driveways, parking areas, utilities, lighting, walls, fences, Common Area Irrigatioand landscaping, and to cut, fill and reshape land contours. In the event of any conflict between the rights of the Declarant and the rights of the Association with respect to the Common Area, Landscape Easement Area, Public Median Area, and Mailbox Easement Area, the rights of the Declarant shall take precedence over the rights of the Association.

Section 6. Non-dedication to Public Uses. Nothing contained in this Declaration shall be construed or be deemed to constitute a dedication, express or implied, of any part of the Common Area to or for any public use or purpose whatsoever.

Section 7. Easement for Unintentional Encroachment. Notwithstanding any other provisions contained herein, in the event any wall, fence or landscaping encroaches (not to exceed 12 inches) upon any part of the Common Area or upon any Lot, as a result of construction, reconstruction, repair, shifting, settlement or movement of any part of the Property, then a perpetual

easement appurtenant to such encroaching Parcel or Common Area shall exist for the continuance of any such encroachment for so long as the encroachment shall exist.

Section 8. Landscape Easement Area. The Association shall have an exclusive right and easement in and to the Landscape Easement Area, if any, for the purpose of maintaining and preserving the same to uniform and high standards of landscaping and appearance. Such rights shall include, but not be limited to, the right to place, maintain and replace on such area lawns, hedges, trees and other plantings and decorative fences, walls and project signage; to apply fertilizers and agents for the control or weeds, dandelions and crabgrass; to install and maintain an irrigation system; and to adopt reasonable rules regarding the use of such area for the purpose of preserving a neat and well-maintained appearance. No Owner may do any of the following within the Landscape Easement Area without the prior written consent of the Association: change, remove add to or obstruct any landscaping, plantings or improvements maintained by the Association; change land contours; deposit trash, garbage or yard debris; store furniture, vehicles, sporting equipment or other personal property, planters, erect structures, walls, fences, bird baths, sculptures, planters or other objects, either decorative or utilitarian; or interfere with the Association or its agents in the exercise of the Association's rights.

Section 9. Mailbox Easement Area. The Association shall have an exclusive right and easement in and to the Mailbox Easement Areas for the purpose of erecting, maintaining, repairing and replacing uniform mailboxes. The Association shall have the right to determine the design and location of all mailboxes within the Mailbox Easement Areas, and may, in its discretion, cluster mailboxes so that a mailbox may be located on a Lot different from the one it serves. The following shall require the consent of the Association in each instance: changes in design, color or appearance of mailbox; additions to a mailbox; or plantings on or around a mailbox. The Association may specify a standard form of name identification for the mailboxes.

ARTICLE V.
ASSESSMENTS

Section 1. Personal Obligation. Declarant, for each Lot owned by it within the Property, hereby covenants, and each Owner of a Lot by acceptance of a deed, or other conveyance therefor, whether or not it shall be so expressed therein, shall be and is deemed to covenant and hereby agrees to pay to the Association: (a) annual assessments or charges, which shall be payable in regular installments and shall include, but not be limited to, hazard and liability insurance for common property, maintenance of lawns and landscaping and other activities of the Association described below in Article VI, and an adequate reserve fund for the periodic maintenance, repair and replacement of those improvements and elements of the common property that must be replaced on a periodic basis and which the Association may be obligated to maintain, and (b) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided, and (c) other assessments provided for in this Article V. Any assessments authorized herein, together with interest, costs and reasonable attorneys' fees, shall be a continuing lien from the first day of January (for annual assessments) and from the date the first installment is payable (for special assessments) against the Lot assessed. Such annual assessments shall be due and payable in monthly installments on the first day of each and every month commencing on the

first day of January of each year. Each charge for attorneys' fees of the Association incurred to collect an assessment shall also be the personal obligation of the person who was the Owner of such Lot on the date said assessment became due and payable. Said personal obligation of an Owner shall not pass to his successors in title or interest unless expressly assumed by them or unless, prior to such transfer, a statement of lien for such assessments shall have been filed in writing with the County Recorder for Washington County, Minnesota. No Owner shall escape liability for the assessments which fell due while he was the Owner by reason of non-use of the Common Area or non-use, transfer or abandonment of his Lot.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the Owners and the residents of the Property, and to construct, manage, improve, maintain, repair and administer the Common Area, Landscape Easement Areas, Public Median Areas and Mailbox Easement Areas. An adequate reserve fund shall be maintained for working capital and for the periodic maintenance, repair and replacement of those improvements and elements of the common property that must be replaced on a periodic basis. Such fund shall be maintained out of the regular assessments.

Section 3. Annual Assessments. Until January 1, 2016, the maximum annual assessment shall be at a rate fixed by the Board of Directors, but not to exceed a monthly rate of $110.00 per Lot, not including assessments for common expense insurance premiums under Article IX hereinbelow. Thereafter, the Board of Directors may fix said annual assessments to cover any and all expenses and projected expenses subject to the following limitations:

A. From and after January 1, 2016, the annual assessment may be increased each year by not more than 10% of the prior year's annual assessment (or the rate of increase in the Revised Consumer Price Index for Urban Wage Earners and Clerical Workers for All Items for Minneapolis-St. Paul ("CHI") as published by the U.S. Department of Labor, if greater than 5%).

B. From and after January 1, 2016, the annual assessment may be increased by more than 10% of the prior year's annual assessment (or the rate of increase in the CHI, if greater than 10%) by a vote of two-thirds (2/3) of each class of Members who are voting in person or by proxy, at a meeting called for this purpose.

C. The following Declarant's Assessment (hereinafter "Declarant's Assessment") is established as provided hereinbelow:

Notwithstanding anything to the contrary in this Declaration or the By-Laws, any annual or special assessment levied on any Lot or the same assessment assessed against other Lots owned by the Declarant shall be calculated at the rate of twenty-five percent (25%) the assessments provided for in this Article V, excluding the sum of any and all replacement reserves that are part of such assessment.

Section 4. Special Assessments. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that

year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, Landscape Easement Areas, Public Median Areas or Mailbox Easement Areas, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of not less than two-thirds (2/3) of the votes of each class of Members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Ala-carte Lawn Services, Assessments. Owners electing to have the Association provide the Ala-carte Lawn Services described in Section 6 of Article VI hereof shall pay, as an assessment, the Ala-carte Fee described in such Section 6.

Section 6. Working Capital Fund. There shall be established a working capital fund to meet unforeseen expenditures or to purchase additional equipment or services. There shall be contributed, on a one-time basis upon the initial sale of each Lot, an amount equal to one (1) month(s) installment of annual assessments. The contribution shall be paid at the time of closing on the sale of the Lot. **This amount is not in prepayment of or substitution for monthly assessments, but is in addition to the regular installments of annual assessments.** The funds shall be deposited into a segregated Association account no later than the termination of the Class B membership. Funds deposited in said account shall not be used to defray any of Declarant's expenses, reserve contributions or construction costs, nor to make up any budget deficits prior to expiration of the Class B memberships. However, upon the closing of the initial sale of a Lot, Declarant may reimburse itself from funds collected from the purchaser at closing for any prior contributions made by Declarant to the working capital fund with respect to that Unit.

Section 7. Application. All of the charges, assessments, dues and fees charged by the Association pursuant to Sections 3, 4, 5 and 6 of this Article V shall be deemed "assessments" to which the terms and provisions of Sections 1, 2 and 9 through 18 of this Article V shall apply.

Section 8. Owner's Maintenance. Each Owner shall be responsible for the upkeep and maintenance of such Owner's residence, garage, driveway, sidewalks, Lot Irrigation, patio and all other areas, features or parts of the Lot to the extent not otherwise maintained by the Association, and each Owner shall maintain the same free of hazardous substances, vermin, cockroaches, pests and debris which may pose a threat to the health or safety of occupants of other Lots. Each Owner shall also be responsible for the maintenance, repair and replacement of each Owner's backyard storm sewer, if any, constructed by the Developer. Every Owner must perform promptly all cleaning, maintenance and repair work within that Owner's Lot, which, if omitted, would affect the Common Area or another Lot or Lots, being expressly responsible for the damages and liabilities that failure to do so may engender. Without limiting the generality of the foregoing, the Association may require an Owner to remove offending landscaping, or to use a professional exterminator, and upon failure of the Owner so to do, Association after reasonable notice may enter the Lot, with an appropriate contractor, and take corrective action, charging the Owner of such Lot for the reasonable cost thereof. An Owner shall do no act nor allow any condition to exist upon their Lot which will adversely affect the other Lots, homeowners or detract from the overall appearance of the Property as a whole. Each Owner shall also be responsible for the maintenance, repair and replacement of the patio fences, walls, or other

screening structures designed for screening, if any, installed on each Lot by the Declarant and the plant material (if any) that the Declarant elects to install adjoining the patio fences, walls or other screening structures, all to the extent the Board in its sole discretion deems necessary and desirable (the "Patio Screening, Fence and Plantings Maintenance"). No Owner shall remove, change, or otherwise alter the patio fences or the plant material (if any) adjoining the fence, walls, or other screening structure without the prior written authorization of the Board of Directors, which the Board of Directors may withhold in its sole discretion. Each Owner of a Lot shall be responsible for the maintenance, repair and replacement of the Lot Irrigationinstalled by the Declarant. Each Owner must perform promptly all maintenance and repair to the Lot Irrigation , and insure that the Lot Irrigation is run on a regular basis to keep the lawn green, except when there is a governmental imposed ban on lawn sprinkling. Upon failure of the Owner so to do, the Association after reasonable notice may enter the Lot, with an appropriate contractor, and take corrective action, charging the Owner of such Lot for the reasonable cost thereof.

Section 9. Notice and Quorum. Written notice of any meeting called for the purpose of taking any action authorized under Sections 3 or 4 of this Article shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the opening of such meeting, the presence in person or by proxy of Members entitled to cast sixty percent (60%) of the votes of each class of the membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 10. Rate of Assessment. Annual assessments shall be collected on an monthly basis and special assessments shall be collected as the Board determines. Both annual and special assessments must be fixed at a uniform rate for all Lots except that Lots owned by the Declarant shall be assessed at one-fourth (1/4) the full rate until the first day of the month following the transfer of such Lot to a third party, at which time such Lot shall be assessed the full rate. The Declarant may unilaterally waive and relinquish this reduced rate of assessment prospectively at any time by executing and recording a written waiver to that effect.

Section 11. Surcharges. The Association in accordance with reasonable and uniform standards may add to the assessments for a particular Lot a surcharge for maintenance or utility expenses benefitting that Lot but less than all of the Lot.

Section 12. Commencement of Initial Annual Assessments. The annual assessments provided for herein shall commence as to all Lots no later than one month after the conveyance of the Common Area to the Association. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year.

Section 13. Commencement of Annual Assessments. By November 30 of each year the Board shall fix the amount of annual assessments against each Lot for the following fiscal year and shall send written notice thereof to each Owner. The due date for payment of annual assessments

shall be as set by the Board. At the time the Board fixes the amount of annual assessments it shall adopt a budget for the following fiscal year and cause a copy of such budget in reasonable detail to be furnished to each Owner.

Section 14. Proof of Payment. Upon written demand of an Owner or Mortgagee, at any time and for a reasonable charge, the Association shall furnish a written certificate signed by an officer of the Association setting forth whether there are any then unpaid annual or special assessments levied against such Owner's or Mortgagee's Lot. Such certificate shall be conclusive evidence of payment of any annual or special assessments not stated therein as unpaid.

Section 15. Nonpayment of Assessments. Any assessments which are not paid when due shall be deemed delinquent. If an assessment is not paid within thirty (30) days after the delinquency date, it shall bear interest from the delinquency date at the rate of eight percent (8%) per annum and shall become a continuing lien in favor of the Association on the Lot against which assessed and the improvements thereon, and the Association (or any Owner acting in the name and for the benefit of the Association) may bring an action at law or in equity against the person personally obligated to pay the same, including interest, costs and reasonable attorneys' fees for any such action, which shall be added to the amount of such assessment and included in any judgment rendered in such action, and the Association may also enforce and foreclose any lien it has or which may exist for its benefit. There shall be no right of set-off against the Association based upon a failure to provide services or for money owed by the Association to the Owners.

Section 16. Recording and Enforcement of Liens. To evidence a lien for sums assessed pursuant to this Article, the Association may prepare a written notice of lien setting forth the amount of the assessment, the date due, the amount remaining unpaid, the name of the Owner of the Lot, the name of the person personally obligated to pay the same, and a description of the Lot. Such a notice shall be signed by an officer of the Association, and it or a notice of lien or adverse claim thereof may be recorded in the office of the County Recorder or Registrar of Titles (as applicable) for Washington County, Minnesota. No notice of lien shall be recorded until there is a delinquency in payment of the assessment for thirty (30) days. Upon such a delinquency for thirty (30) days, the Association shall proceed promptly to enforce the lien or, in its discretion, to sue the person personally liable to pay the lien for the delinquency. Such lien shall be enforced by action in the same manner in which mortgages on real property may be foreclosed in Minnesota. In any such foreclosure, the person personally obligated to pay the lien shall be required to pay all costs of foreclosure including interest, costs, and reasonable attorneys' fees. All such interests, costs and expenses shall be secured by the lien being foreclosed. The person personally obligated to pay the lien also shall be required to pay to the Association any assessments against the Lot which shall become due during the period of foreclosure. The Association shall have the right and power to bid at the foreclosure sale or other legal sale and to acquire, hold, convey, lease, rent, encumber, use and otherwise deal with the foreclosed interest in the Lot as the Owner thereof.

The Association shall upon written request report to any Mortgagee any assessments remaining unpaid for longer than thirty (30) days after the same shall have become due, provided, however, that such Mortgagee first shall have furnished to the Association written notice of such Mortgage.

Section 17. Subordination of Lien. The lien of the assessments provided for herein shall be subordinate to the lien of any first Mortgage and to tax liens and liens for special assessments in favor of any taxing and assessing unit of government. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to Mortgage foreclosure or remedies provided in the Mortgage, or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to charges which accrued prior to such sale or transfer. No such sale or transfer shall relieve a Lot from liability for any assessments thereafter becoming due or from the lien thereof or shall relieve the person personally obligated to pay the lien of personal liability for assessments due prior to such sale or transfer of acquisition of premises. Any delinquent assessments the lien for which is extinguished by reason of this provision may be reallocated and assessed to all Lots as a common expense.

ARTICLE VI.
OTHER RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

Section 1. The Common Area, Landscape Easement Areas, Public Median Areas and Mailbox Easement Areas. The Association, subject to the rights of the Owners as set forth in this Declaration, shall be responsible for, and be vested with, the exclusive management and control of the Common Area, if any, Landscape Easement Areas, and Public Median Areas and all improvements thereon (including furnishings and equipment related thereto), and the mailboxes within the Mailbox Easement Areas and shall keep the same in good, clean, attractive and sanitary condition, order and repair, SUBJECT ALSO HOWEVER, to the limitations of the easement rights hereinabove created with respect to the Landscape Easement Area, and to the rights of the public and the City of Lake Elmo with respect to Public Median Areas and Mailbox Easement Areas. Such responsibility may include, but not be limited to, the following: (a) construct, maintain, clean, alter and reconstruct improvements as originally constructed by Declarant or as approved by the Association on the Common Area, Landscape Easement Area, and Public Median Areas, (b) place, maintain, trim, cut, fertilize and replace sod, flowers, shrubs, trees or other plantings (c) maintain, clean, replace and alter recreations structures (if any) (d) maintain and replace and pay for electricity used for all common lighting, signs, wells and irrigation systems on the Common Area, if any, Landscape Easement Areas, and Public Median Areas, (e) construct, maintain and reconstruct mailboxes within the Mailbox Easement Area. The Association shall determine, from time to time, the design and nature of all landscaping and vegetation within the Common Area and Landscape Easement Areas and Public Median Areas, and its formality or informality, and may, for example, choose to leave portions of such areas in a "wild", "natural" or unmowed condition.

Section 2. Services. The Association may obtain and pay for the services of any persons or entities, to manage its affairs, or any part thereof, to the extent it deems advisable, as well as such other personnel as the Association shall determine to be necessary or desirable for the proper operation of the Property, whether such personnel are furnished or employed directly by the Association or by any person or entity with whom or which it contracts. The Association may obtain and pay for legal and accounting services necessary or desirable in connection with the operation of the Property or the enforcement of this Declaration. Any agreement for professional management of the Property, or any other contract providing for services by Declarant or any entity owned or controlled by the same persons as Declarant, must provide for termination by either party

without payment of a termination fee on ninety (90) days' or less written notice without cause and by either party upon thirty (30) days' or less written notice for cause, and shall have a maximum contract term of three years, but may be renewable by agreement of the parties for successive terms.

Section 3. Personal Property for Common Use. The Association may acquire and hold for the use and benefit of all of the Owners tangible and intangible personal property and may dispose of the same by sale or otherwise.

Section 4. Hazard and Liability Insurance for Common Property. The Association shall procure fire and extended coverage on insurable common property on a current replacement cost basis in an amount not less than 100% of the insurable value (based on current replacement only), and shall use the proceeds of such hazard insurance solely for the repair, replacement or reconstruction of such insurable common property including insured improvements. The cost of such insurance shall be assessed as provided in Article V above. First Mortgagees of Lots, jointly or single, may pay overdue premiums on hazard insurance policies, or may secure new hazard insurance coverage on the lapse of a policy, for the common property, and first Mortgagees making such payments shall be owned immediate reimbursement therefor from the Association. The Association is authorized to enter into an agreement in favor of all first Mortgagees of Lots establishing entitlement to such reimbursement.

Section 5. Association Lot Maintenance. The Association shall provide the following maintenance for Lots:

A. Driveways and Sidewalk up to Front Stoop on Lots. The Association, subject to the rights of the Owners of Lots as set forth in this Declaration, shall be responsible for, and be vested with, the removal of snow and ice from driveways and the sidewalk up to (but not including) the front stoop only, to the extent located within the boundaries of any Lot (the "Driveway and Sidewalk Maintenance"). Maintenance, other than snow and ice removal, and replacement of the driveways and sidewalks shall be the responsibility of the Owner and shall not be the responsibility of the Association.

B. Lawn Maintenance for Lots. The Association, subject to the rights of the Lot Owners as set forth in this Declaration, shall be responsible for, and be vested with, the exclusive management and control certain lawn maintenance on all Lots. Such responsibility shall include: cutting turf, trimming turf, and application of fertilizer and herbicide to the turf on Lots according to rules adopted by the Association (hereinafter "Lot Lawn Maintenance").

Section 6. Optional Ala-carte Lawn Service. The Association may provide one or more of the following services if and when requested by such Owners: spring clean-up; fall clean-up; turf edging; plant and shrub herbicide application; tree and shrub trimming; flower bed weeding; mulch replacement; core aeration; gutter cleaning; startup and winterization of Lot Irrigation , and other similar services associated with the maintenance of the exterior yard area; (collectively "Ala-arte Lawn Service"). If the Association offers Ala-carte Lawn Service, the Association Board of Directors shall, in their sole judgment, determine:

A. The services, if any, that shall be included in or excluded from Ala-carte Lawn Service,

B. The vendor(s) that will be selected by the Association to provide the Ala-carte Lawn Service(s).

C. The method of communication with Owners regarding Ala-carte Lawn Service.

D. The billing procedure used by the Ala-carte vendor(s), whether invoiced through the Association or directly to the Owner shall include the date and amount each Owner shall pay for the Ala-carte Lawn Service.

E. The cost for each Ala-carte Lawn Service and the administrative fee, if any, the Association will charge each Owner (collectively "Ala-carte Fee"). Such fee shall be in addition to all other Association fees and assessments, and shall be assessed against the Lot receiving such services.

The Board of Directors shall segregate Ala-carte Lawn Service revenue, if any, from revenue received from Assessments and Special Assessments and Snow and Turf Dues. All Ala-carte Lawn Service expenses including administrative fees shall be paid exclusively from Ala-carte Lawn Service revenue received by the Association. All Ala-carte Lawn Service revenue shall be used exclusively for Ala-carte Lawn Service expenses. The Association shall use all rights to collect delinquent Ala-carte Lawn Service Fees as if such charges were an assessment under Article V herein.

ARTICLE VII.
GENERAL RESTRICTIONS, OBLIGATIONS AND RIGHTS OF OWNERS

Section 1. Common Area Restrictions. No industry, business, trade, occupation or profession of any kind shall be conducted, maintained or permitted on any part of the Common Area, nor shall any "for sale" or "for rent" signs be maintained or permitted on any part thereof, except that Declarant reserves the right for itself or its agents during the construction and sales period until the last Lot (including lots subsequently annexed) is sold, to place "for sale", or any other signs on any part of the Common Area.

Section 2. Obstructions. There shall be no obstruction of the Common Area, nor shall anything except construction materials and equipment be kept or stored on any part of the Common Area during the construction period without the prior written consent of the Association or except as specifically provided herein. Nothing shall be altered on, constructed in, or removed from the Common Area except upon the prior written consent of the Association.

Section 3. Prohibition of Damage and Certain Activities. Nothing shall be done or kept on any Lot or in the Common Area or any part thereof which would increase the rate of insurance on the Property or any part thereof over what the Association, but for such activity, would pay, without the prior written consent of the Association. Nothing shall be done or kept on any Lot or in

the Common Area or any part thereof which would be in violation of any statute, rule, ordinance, regulation, permit or other validly imposed requirement or any governmental body. No damage to, or waste of, the Common Area or any part thereof shall be committed by any Owner or any invitee of any Owner, and each Owner shall indemnify and hold the Association and the other Owners harmless against all loss resulting from any such damage or waste caused to the Association or other Owners by him or his invitees. No noxious, destructive or offensive activity shall be allowed in the Common Area or any part thereof, nor shall anything be done thereon which may be or may become a nuisance to any other Owner or to any other person at any time lawfully residing on the Property.

Section 4. Animals. The Common Area is subject to the right of the Board of Directors to prohibit or restrict pets and other animals from the Common Area by rules adopted or amended from time to time.

Section 5. Structures. The Association may maintain on the Common Area a storage shed(s) to be used by the Association for the storage of lawn maintenance equipment and other common property. The Association may license the erection on the Common Area of temporary party tents for weddings, parties, and the like.

Section 6. Prohibited Structures. No structure, fixture or residential vehicle (except one permanent residence and a storm shelter structure approved by the Association) of a permanent or temporary character, including but not limited to perimeter fences (chain link or wood), sheds, mobile-trailers, camper-buses, tents, or shacks shall be constructed or maintained on any Lot or Common Area. No garage or other building, except a permanent residence, shall be used at any time as a residence or sleeping quarters, either temporarily or permanently. The Board of Directors of the Association, in its sole discretion, may grant a waiver to allow a decorative fence around a patio. In granting a waiver, the Board shall consider the impacts on yard maintenance, views from adjacent properties, and the type of material. In no case shall a waiver be granted for: 1) a fence over four (4) feet in height, 2) a chain link or solid wood fence, 3) a fence in the side or front yard, or 4) a fence that extends around the perimeter of the rear yard.

Section 7. Storage. No furniture, vehicles, sporting equipment or other personal property may be stored on any part of the Common Area without the express written approval of the Board of Directors, which may be withheld without stated reason.

Section 8. Parking of Vehicles. No boats, snowmobiles, trailers, camping vehicles, busses, camper tops, "all terrain vehicles", tractor/trailers, trucks in excess of 9,000 pounds gross weight or unlicensed or inoperable vehicles shall at anytime be stored or parked on any Lot outside of a house or garage or on any part of the Common Area. No vehicle may be parked outside of a house or garage or on any part of the Common Area for more than 7 consecutive days.

Section 9. Wells. No wells may be installed on any Lot or Outlot without the express written approval of the Association.

Section 10. Rules and Regulations. The Board of Directors from time to time shall adopt such other rules and regulations governing the use and enjoyment of the Common Area, Landscape Easement Areas, Public Median Areas and Mailbox Easement Areas as the Board of Directors in its sole discretion deems appropriate or necessary.

ARTICLE VIII.
RIGHTS FOR THE PROTECTION OF FIRST MORTGAGES

Section 1. Precedence. The provisions of this Article take precedence over any other conflicting provisions of this Declaration.

Section 2. Notice of Action. All eligible Mortgage Holder and any insurer or guarantor of a first Mortgage on a Lot who has advised the Association in writing of its name and address and the address of the Lot covered by such Mortgage, and in said written has requested the Association to notify it of any of the following, will be entitled to timely written notice of:

A. Any condemnation loss or any casualty loss which affects a material portion of the project or any Lot on which there is a first mortgage held, insured, or guaranteed by such mortgage holder or insurer or guarantor, as applicable;

B. Any delinquency in the payment of assessments or charges owed, or any other default in the performance of any obligation under the Declaration, By-Laws, or Articles of Incorporation by an Owner of a Lot subject to a first mortgage held, insured, or guaranteed by such holder or insurer or guarantor, which remains uncured for a period of 6 days;

C. Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association;

D. Any proposed action which would require the consent of a specified percentage of mortgage holders as specified in this Article.

Section 3. No Right of First Refusal. The right of an Owner to sell, transfer, or otherwise convey his Lot will not be subject to any right of first refusal or any similar restriction in favor of the Association or other Owners.

Section 4. Liability for Unpaid Assessments. Any first mortgagee who obtains title to or comes into possession of a Lot pursuant to the remedies provided in the mortgage or by foreclosure of the mortgage or by deed or assignment in lieu of foreclosure, and any purchaser at a foreclosure sale shall not be liable for the unpaid assessments of the Lot which accrue prior to the acquisition of title or possession to such Lot by the mortgage.

Section 5. Certain Amendments: FHLMC Clause. In addition to all other requirements set forth herein, unless at least seventy-five percent (75%) (or such higher percentage as is required by law or this Declaration) of the first mortgagees of the Lots or their assigns (based upon one vote for each first mortgage owned), and at least seventy-five percent (75%) (or such

higher percentage as is required by law or this Declaration) of the Owners (other than any sponsor, developer, or builder, including the Declarant) of the Lots (based upon one vote for each Lot) have given their prior written approval, neither the Association nor the Owners shall be entitled to:

A. Terminate the legal status of the project (except in accordance with procedures set forth in these Declaration and By-Laws in the event of amendment or termination made as a result of destruction, damage or condemnation);

B. Use hazard insurance proceeds for losses to any common property other than the repair, replacement or reconstruction of such common property;

C. By act or omission change, waive or abandon any scheme of regulations, or enforcement thereof, pertaining to the maintenance of the common property.

D. By act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the Common Area (the granting of easements for public utilities of for other public purposes consistent with the intended use of the Common Area shall not be deemed a transfer).

Section 6. Certain Amendments: FNMA Clause. In addition to all other requirements set forth herein, the written joinder of Owners representing at least 75% (or such higher percentage as is required by law or this Declaration) of the total allocated votes, and the written consent of Eligible Mortgage Holders representing at least 51% (or such higher percentage as is required by law or this Declaration) of the votes of Lots that are then subject to mortgages held by Eligible Mortgage Holders shall be required to add or amend any material provisions of the constituent documents of the project. A change to any of the following would be considered material:

A. Voting rights;

B. Assessments, assessment liens or subordination of such liens;

C. Reserves for maintenance, repair and replacement of the Common Area, Landscape Easement Area , Public Medians and Mailbox Easement Areas;

D. Insurance or Fidelity Bonds;

E. Reallocation of interests in the Common Area, or rights to their use;

F. Responsibility for maintenance and repair of the several portions of the project;

G. Expansion or contraction of the project or the addition, annexation or withdrawal of property to or from the project;

H. Boundaries of any Lot;

I. Convertibility of Lots into Common Area or of Common Area into Lots;

J. Leasing of Lots;

K. Imposition of any right of first refusal or any other restrictions on the right of an Owner to sell, transfer, or otherwise convey his or her Lot;

L. Any provisions that expressly benefit mortgage holders, insurers or guarantors;

M. A decision by the Association to establish self-management when professional management had been required previously by an eligible mortgage holder;

N. Restoration or repair of the project (after a hazard damage or partial condemnation) in a manner other than that specified in the Declaration and By-Laws;

O. Any action to terminate the legal status of the project after substantial destruction or condemnation occurs; (except in accordance with procedures set forth in these Declaration and By-laws in the event of amendment or termination made as a result of destruction, damage or condemnation or with respect to a reallocation of interests in the Common Areas which might occur pursuant to any plan of expansion or phased development contained in the original constituent documents).

In each instance of an addition or amendment that is not a material change (such as the correction of a technical error or the clarification of a statement), an Eligible Mortgage Holder who is given a written proposal for such amendment and from whom, no response is received within 30 days after notice of the proposal is given, shall be deemed to have approved such proposal.

Section 7. Termination Not In Consequence of Destruction or Condemnation. When Owners are considering termination of the legal status of the project for reasons other than substantial destruction or condemnation of the Property, the Eligible Mortgage Holders representing at least 67% of the votes of the mortgaged Lots must consent to any such action in writing before the action can take effect.

Section 8. Examination of Books and Records. First Mortgagees and holders, insurers and guarantors of first Mortgages shall have the right to examine the books and records of the Association, as set forth more fully in the By-Laws.

Section 9. Payment of Taxes and Insurance. First Mortgagees may, jointly or singly, pay taxes or other charges which are in default and which have or may become a charge against any common property, and may pay overdue premiums on hazard insurance policies or secure new hazard insurance coverage on the lapse of a policy for the common property, and first Mortgagees making such payments shall be owed immediate reimbursement therefor from the Association. The Association is authorized to enter into any agreement in favor of all first Mortgages of Lots establishing entitlement to such reimbursement.

Section 10. Distribution of Insurance Proceeds and Condemnation Awards. No provision of the Declaration or By-Laws shall be construed as giving to the Owner or to any other party priority over any rights of first Mortgagees of Lots pursuant to their Mortgages in the case of a distribution to Owners of insurance proceeds or condemnation awards for losses to or a taking of any portion of a Lot or improvements thereon.

Section 11. Designation of Representative. Any holder of a first Mortgage on a Lot may designate a representative to attend meetings of Members.

Section 12. FHA Approval. So long as there is Class B membership, the following actions will require (i) the prior written approval (or waiver of this requirement) by the FHA, or (ii) the affidavit of Declarant that as of the date of such amendment neither the Project nor any part thereof had been submitted to, or had been given project approval by, the FHA: annexation of additional property, mergers and consolidations of the Association, mortgaging of Common Area, dedication of Common Area, dissolution of the Association and amendment of this Declaration.

Section 13. Modification of Certain Mortgage-Related Sections By Declarant. Notwithstanding anything in this Declaration to the contrary, the Declarant may unilaterally amend Sections 5, 6 and 12 so as to conform to the then-current requirements of FNMA, FHLMC, FHA and/or VA.

ARTICLE IX.
INSURANCE

Section 1. Maintenance of Insurance. Commencing not later than the time of the first conveyance of a Lot to an Owner other than Declarant, the Association shall maintain, to the extent reasonably available, the following insurance.

A. Workers' compensation insurance (if the Association has eligible employees);

B. Comprehensive public liability insurance in such amounts and with such coverage as the Board of Directors shall from time to time determine, but at least:

(i) covering events occurring anywhere on the Common Area, the Landscape Easement Areas, and any other areas that are under supervision of the Association, or arising out of or in connection with the use, ownership or maintenance thereof;

(ii) covering, without limitation, legal liability of the Association for property damage, bodily injuries and deaths of persons in connection with the operation, maintenance or use of the Common Area, Landscape Easement Area, and any other areas that are under its supervision, and legal liability arising out of lawsuits related to employment contracts of the Association, and such other coverages as are customarily covered with respect to projects similar in construction, location, and use;

(iii) insuring each officer and member of the Board of Directors, the managing agent and each Owner and with cross liability endorsement to cover liabilities of the Owners as a group to an Owner and with a "Severability of Interest Endorsement" which would preclude the insurer from denying the claim of an Owner for the negligent act of another Owner, occupant or the Association; and

(iv) in amounts generally required by private institutional mortgage investors for projects similar in construction, location and use, provided that such coverage shall be for at least $1,000,000 for bodily injury, including deaths of persons and property damage arising out of a single occurrence.

C. Such other insurance as the Board of Directors may determine.

D. All such policies must provide that they may not be canceled or substantially modified by any party without at least 10 days' prior written notice to the Association and to each holder of a first mortgage which is listed as a scheduled holder of a first mortgage in the insurance policy.

Section 2. Additional Coverages. In addition and supplement to the foregoing powers, and not in limitation thereof, the Board of Directors shall have the authority at all times without action by the Owners to obtain and maintain in force all Common Areas or Association coverages and endorsements required by either the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation for the acceptance of mortgages on Lots, as such requirements are amended from time to time.

Section 3. Proceeds. Proceeds of casualty insurance on the Common Areas and other common property shall be used only for the purpose of rebuilding or functionally replacing damaged improvements.

Section 4. Insurance Premiums. Insurance premiums for any blanket property insurance coverage and the other insurance coverages purchased by the Association shall be common expenses to be paid by assessments levied by the Association and used solely for the payment of the blanket property insurance premiums and other insurance premiums as such premiums become due.

Section 5. Fidelity Bonds. The Association shall maintain blanket fidelity bonds for all officers, directors, trustees, and employees of the Association and all other persons handling or responsible for funds of or administered by the Association. Furthermore, where the Association has delegated some or all of the responsibility for the handling of funds to a management agent, such bonds shall be required for the agent's officers, employees and agents handling or responsible for funds of, or administered on behalf of, the Association. The total amount of fidelity bond coverage required shall be based upon best business judgment and shall not be less than the estimated maximum of funds, including reserve funds, in the custody of the Association or the management agent, as the case may be, at any given time during the term of each bond. However,

in no event may the aggregate amount of such bonds be less than a sum equal to three months aggregate assessments on all Lots plus reserve funds. Fidelity bonds required herein must meet the following requirements:

A. fidelity bonds shall name the Association as obligee;

B. the bonds shall contain waivers by the issuers of the bonds of all defenses based upon the exclusion of persons serving without compensation from the definition of "employees", or similar terms or expressions;

C. The premiums on all bonds required herein for the Association (except for premiums on fidelity bonds maintained by a management agent for its officers, employees and agents) shall be paid by the Association as a common expense;

D. The bonds shall provide that they may not be canceled or substantially modified (including cancellation for nonpayment of premium) without at least 10 days' prior written notice to the Association or to any Insurance Trustee and each Servicer on behalf of FNMA.

ARTICLE X.
EMINENT DOMAIN

Section 1. The Association shall represent the Owners in any condemnation proceedings or in negotiations, settlements and agreements with the condemning authority for acquisition of the Common Area, or part thereof, and by acceptance of a deed for his Lot, each Owner appoints the Association as attorney-in-fact for such purposes. In the event of a taking or acquisition of part or all of the Common Area by a condemning authority, the award or proceeds of settlement shall be payable to the Association, or other trustee (such as a bank or title insurance company appointed as such by the Association), for the use and benefit of the Owners and their mortgagees as their interests may appear.

Section 2. Reconstruction. In the event of a partial taking of the Common Area (or conveyance in lieu thereof) the Association promptly shall cause the remaining portions of the Common Area to be restored functionally and aesthetically to reasonably the same condition as before the taking, using so much of the proceeds of such taking for such purpose as shall be reasonably necessary. In the event of a total taking of the Common Area (or conveyance in lieu thereof), the proceeds shall be allocated equally among each Lot, payable jointly to the respective Owners and mortgage holders thereof.

ARTICLE XI.
GENERAL PROVISIONS

Section 1. Enforcement. Enforcement of these covenants and restrictions and of the provisions contained in the Articles of Incorporation and By-Laws of the Association (and of decisions made by the Association pursuant thereto) may be by any proceeding at law or in equity instituted by the Association or by any Owner against any person (including the Association)

violating or attempting to violate any covenant or restriction, either to restrain violation, to compel compliance, or to recover damages, and to enforce any lien created by these covenants. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. Attorneys' fees and costs of any such actions to restrain violation or to recover damages as determined by the court shall be assessable against and payable by any persons violating the terms contained herein.

Section 2. Mergers. Upon a merger or consolidation of the Association with another corporation as provided in its Articles and By-Laws, its properties, rights and obligations may, by operation of law, be transferred to another surviving or consolidated association or corporation, or, alternatively, the properties rights and obligation or another corporation may, by operation of law, be added to the properties, rights, and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated corporation may administer the covenants and restrictions established upon any other properties as one entity. No such merger or consolidation, however, shall effect any revocation, change or additions to the covenants established by this Declaration within the Property, except as hereinabove provided.

Section 3. Severability. Invalidation of any one of these covenants or restrictions by legislation, judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 4. Duration and Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association or the Owner of any Lot subject to this Declaration, their respective personal representatives, heirs, successors and assigns, for a term of twenty (20) years from the date this Declaration is recorded, after which time the covenants and restrictions shall be automatically renewed for successive periods or ten (10) years.

Except as elsewhere herein provided, this Declaration may be amended during the first twenty-year period by an instrument signed by not less than ninety percent (90%) of each class of the Owners and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Owners. Any amendment must be recorded. Certain amendments also require additional approval as specified in the Article VIII.

Notwithstanding the foregoing, however, Declarant shall have the right to amend this Declaration by recording an amendment executed solely by it which recites that it is for the purpose of conforming to requirements or comments of the FHA, until the happening of one of the following events, whichever occurs earliest:

A. the recording of such an amendment evidencing approval by the Federal Housing Administration or the Veterans Administration;

B. the twelfth anniversary of the recording of the Declarations

C. the recording of Declarant's waiver of this right.

In addition to the other requirements for amendment of this Declaration or the By-Laws, the written joinder and consent of the Declarant shall be required for any amendment of either the Declaration or By-Laws which shall abolish, diminish or restrict Declarant's rights hereunder to complete improvements, to annex additional property, to maintain sales and management offices and models, to maintain signs and advertise the project, or to use easements through Common Areas for purposes of constructing improvements or marketing the project, until the last conveyance of a Lot by Declarant to an Owner other than Declarant. This right may be waived in whole or part at any time by recording a written waiver executed and acknowledged by Declarant.

Section 5. Annexations. Subject to the Article VIII, additional residential property, may be annexed to the Property with the consent of 75% of the Owners. Additional land, Common Area, and Landscape Easement Area within the Proposed Development Area may be annexed by the Declarant (or in the event that the holder of a Mortgage on land within the Proposed Development Area acquires title to such land by foreclosure or by deed in lieu thereof, then by such holder or its assignee) without the consent of the other Owners or Mortgagees within 12 years of the date of recording of this Declaration, provided that (1) the FHA or VA determine that the annexation is in accord with the general plan of development heretofore approved by them, or (2) Declarant (or such holder) then avers that neither the FHA nor the VA had then approved such a general plan for this development. The Declarant may unilaterally waive or restrict any part of this right of annexation at any time by recording with the County Recorder or Registrar of Titles (as applicable) a written instrument thereof executed by it, except that such waiver or restriction shall not be effective against any land within the Proposed Development Area which is then subject to a mortgage of record unless and until the holder of such mortgage consents to such waiver or restriction in writing. Such annexation shall be accomplished by means of one or more Supplemental Declarations which shall state which portions, if any, of the added land shall constitute Lots, Common Area and Landscape Easement Area, and shall be executed by Declarant (or such holder) and recorded with the County Recorder or Registrar of Titles (as applicable) for Hennepin County, Minnesota. Votes and other rights of Owners shall adhere to the Lots so annexed from and after the date of recording of the respective Supplemental Declarations. Assessments with respect to all Lots added by each respective Supplemental Declaration shall commence on a date fixed by the Board of Directors of the Association no later than 60 days following the conveyance of the first such Lot to an Owner other than Declarant. All intended Common Area improvements in future phases so annexed must be substantially completed within 3 years of annexation. All taxes and other assessments relating to the property added to such annexation and covering any period prior to the Property pursuant to such annexation, must be paid at the time of annexation. All future improvements on property subjected to this Declaration by such future annexation must be consistent in terms of quality of construction with the initial improvements constructed on the Property as originally defined in this Declaration.

Section 6. Successor Declarants. No party (the "Assignee") shall succeed to or be assigned the rights of Declarant hereunder unless (i) such Assignee owns fee title to some portion of the Property and/or the Proposed Development Area, and (ii) an assignment and assumption agreement, executed by the then-current Declarant and the Assignee is recorded pursuant to which the rights and obligations of the Declarant are assigned to and assumed by the Assignee.

Section 7. Notices. Any notice required to be sent to any Member of the Association (or Owner) under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postage prepaid, to the last known address of such Member appearing on the records of the Association at the time of such mailing. In the case of multiple Owners of a Lot, notice to any one of such Owners shall be deemed notice to all.

Section 8. Captions. The Article and Section headings of this Declaration are intended for convenience only and shall not be given any substantive effect.

Section 9. Construction. In the event of an apparent conflict between this Declaration and the By-Laws, the provisions of this Declaration shall govern. The use of pronouns such as "his", and "him" are for literary purposes and mean whenever applicable the plural and female forms.

[Signature Page Follows]

IN WITNESS WHEREOF, the said Hans Hagen Homes, Inc., a Minnesota corporation, was caused this document to be executed as of the day and year first above written.

Hans Hagen Homes, Inc.
A Minnesota Corporation

By_____
Its_____

STATE OF MINNESOTA
COUNTY OF ANOKA

The foregoing instrument was acknowledged before me this __ day of _____, 2015, by John Rask, Vice President of Land Development of Hans Hagen Homes, Inc., a Minnesota corporation, on behalf of the corporation.

_____
Notary Public

This instrument was drafted:
Hans Hagen Homes, Inc.
941 N.E. Hillwind Road, #300
Fridley, Minnesota 55432

EXHIBIT A
PROPERTY

EXHIBIT B
LOTS

EXHIBIT C
COMMON AREA

EXHIBIT D
LANDSCAPE EASEMENT AREA

There are no Landscape Easement Areas included in the Property described in the Declaration at this time.

EXHIBIT D
PROPOSED DEVELOPMENT AREA

BY-LAWS
OF THE
INWOOD HOMEOWNERS ASSOCIATION, INC.

ARTICLE I
Name and Location

The name of the corporation is the **InWood Homeowners Association, Inc.**, hereinafter referred to as the "Association". The registered office of the Association shall be located at 941 NE Hillwind Road, Suite 300, Fridley, MN 55432, but meetings of members and directors may be held at such places as may be designated by the Board of Directors.

ARTICLE II
Definitions

Section 1. "Declarant" shall mean **Hans Hagen Homes, Inc.**, a Minnesota corporation, its successors and assigns if such successors or assigns should acquire more than one undeveloped Unit from Declarant for the purpose of development.

Section 2. "Unit" shall mean and refer to a separate platted Unit intended for or containing a single living unit.

Section 3. "Owner" shall mean the record owner, whether one or more persons or entities, of a fee simple title to any Unit which is a part of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 4. "Property" shall mean and refer to that real property as defined in the Declaration and such additions thereto as hereafter may be expressly brought within the jurisdictions of the Association, but shall not include any other Units or outlots within said subdivision not so expressly named.

Section 5. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions, Restrictions and Easements for the **InWood Homeowners Association, Inc.**, dated _____ and filed for record in the office of the County Recorder and the Registrar of Titles for **Washington** County, Minnesota on the _____ day of _____, 20___, as Document No. _____ (Abstract) and Document No._____ (Torrens), and shall include any amended or supplemental Declaration executed in accordance with the provisions thereof.

Section 6. "Association" shall mean and refer to this corporation, which is also referred to as the "Association" in said Declaration.

Section 7. "Member" shall mean any person or entity holding membership in the Association as provided Article III hereof.

Section 8. "Common Area" shall mean and refer to each and all of those certain portions of the Property legally described and defined in the Declaration.

Section 9. "Common Elements" shall mean the walks, paths, landscaping, open spaces, other recreational facilities, exterior lighting, development signage and any other improvements or structures, if any, which may be from time to time or at any time located or constructed upon any part of the Common Area.

ARTICLE III
Membership and Voting

Section 1. Membership. Every Owner of a Unit subject to assessment, except as herein provided to the contrary, shall be entitled and required to be a member of the Association. If title to a Unit is held by more than one person, each of such persons shall be a member. An Owner of more than one Unit shall be entitled to one membership fir each such Unit. Each such membership shall be appurtenant to the Unit upon which it is based and shall transfer automatically by voluntary or involuntary conveyance of the title of that Unit. No person of entity other than an Owner or Declarant may be a member of the Association, and a membership in the Association may not be transferred except in connection with the transfer of title to that Unit.

Section 2. Transfer. A membership in the Association shall not be transferred, pledged or alienated in any way, except upon the transfer of the record title of a Unit, and then only to such transferee, by assignment, intestate succession, testamentary disposition, foreclosure or mortgage of record, or other legal process. It shall be the responsibility of each Owner, upon becoming entitled to membership, to so notify the Association in writing, and until so notified, the Association may continue to carry the name of the former Owner as a member, in its sole discretion. In the event the Owner of any Unit should fail or refuse to transfer the membership registered in his name to the transferee of title of such Unit, the Association shall have the right to record the transfer upon the books of the Association and issue a new membership to the transferee, and thereupon the old membership outstanding in the name of the transferor shall be null and void as thought the same had been surrendered.

Section 3. Voting. The Association shall have two classes of voting membership:

A. Class A. Class A members shall be all Owners of Units, with the exception of the Declarant, prior to termination of the Class B membership, and shall be entitled to one (1) vote for each Unit owned. When more than one person holds title to any Unit, all shall be members. The vote for such Unit shall be exercised as they among themselves determine, but in not event shall more than one vote be cast with respect to any one Unit. There can be no split vote. Prior to or at the time of any meeting at which a vote is to be taken, each co-Owner or other person entitled to a vote at such meeting shall file with the Secretary of the Association the name of the voting co-Owner or other person entitled to a vote at such meeting, unless such co-

Owner has filed a general voting authority with the Secretary applicable to all votes until rescinded.

B. Class B. The Class B member shall be the Declarant, who shall be entitled to three (3) votes for each Unit owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs first:

i) When the total votes outstanding in the Class A membership equal the votes outstanding in the Class B membership; or

ii) The tenth anniversary of the recording of the Declaration.

Section 4. Suspension of Voting Rights. In the event any Owner shall be in arrears in the payment of ay amounts due under any of the provisions of the Declaration or these By-Laws for a period of thirty (30) days, or shall be in default in the performance of any of the terms of the Declaration or these By-Laws for a period of thirty (30) days, such Owner's right to vote as a member of the Association shall be suspended and shall remain suspended until all payments are brought current and all defaults are remedied.

Section 5. Quorum. The presence in person or by proxy of twenty-five percent (25%) of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement of the meetings until a quorum as aforesaid shall be present or represented.

Section 6. Proxies. Votes may be cast in person or by proxy. Proxies must be filed with the Secretary of the Association before the appointed time of each meeting of the members of the Association. No proxy shall be valid for more than eleven (11) months after its execution.

Section 7. Majority Required. A majority shall be sufficient for the transaction of all business of the Association except on matters where a greater vote is required by the Declaration, the Articles of Incorporation, the By-Laws or by statute.

Section 8. Meetings. Meetings of the Association shall be in accordance with the following provisions:

A. Annual Meetings. The first annual meeting of the members of the Association shall be held within twelve (12) months from the termination of Class B members, the exact date to be decided by the Board of Directors. At such first annual meeting of the members, the members may designate a regular date for successive annual meetings. If any designated date falls upon a legal holiday, it shall be understood that the actual date of the meeting shall be the next business day succeeding such designated date.

B. Special Meetings. A special meeting of the members shall be held within 120 days of the termination of Class B membership, at which time an election shall be had of a full slate of

directors who shall collectively replace the unexpired terms of the Board in office immediately prior to such election. It shall be the duty of the President to call a special meeting of the members when requested in writing by three (3) members of the Board of Directors or upon a petition signed by members who are entitled to vote twenty-five percent (25%) of all of the Class A membership. Notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice unless by consent of four-fifths (4/5) of the votes present in person or by proxy at such meeting.

C. Notice of Meetings. It shall be the duty of the Secretary to serve a notice of each annual or special meeting, stating the purposes thereof as well as the time and place where it is to be held, upon each member of record, at least ten (10) days, but not more than fifty (50) days, prior to such meeting. The mailing of a notice to each member at the address shown for such member on the Association's records shall be deemed notice served.

ARTICLE IV
Nomination and Election of Directors

Section 1. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations also may be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the board of Directors, and two or more members of the Association. The nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members, to serve from the close of such annual meeting until the close of the next annual meeting, and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among members or non-members.

Section 2. Election. Election to the Board of Directors shall be by secret written ballot. At such election the members of their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE V
Board of Directors

Section 1. Number and Qualification. The affairs of Association shall be governed by a Board of Directors composed of five (5) persons (except for the first Board of Directors, which shall be composed of three (3) persons). Directors need not be members of the Association.

Section 2. First Board of Directors. The first Board of Directors named in the Articles of Incorporation shall maintain, manage and administer the affairs, the real estate and other property of the Association, until the first annual meeting of the members and until their successors have been duly elected and qualified, unless said Directors sooner resign, be removed or are otherwise disqualified to serve. The first Board of Directors need not be members of the Association.

Section 3. Powers. The Board of Directors shall have the following powers:

A. To adopt and publish rules and regulations governing the use of the facilities of the Association, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof:

B. To suspend the voting rights of a member, but not rights of access and easements necessary for the use of his Lot, during any period in which such member shall be in default for a period of thirty (30) days in the payment of any assessment levied by the Association, or the payment of any other amount or the performance or any other term of the Declaration or these By-Laws. Such rights also may be suspended after notice and hearing, for a period not to exceed 30 days for infraction of published rules and regulations;

C. To assess reasonable service charges for tardy payment of assessments and for returned checks.

D. To exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, or the Articles;

E. To declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meeting of the Board of Directors; and

F. To employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties, subject to the subject to the limitations set forth in the Declaration.

Section 4. Duties. The Board of Directors shall have the following duties:

A. To cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the membership entitled to vote;

B. To supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;

C. To establish the annual assessment period and fix the amount of the annual assessment against each member for each Unit owned and against the Declarant, if any, for the following fiscal year preceding the start of such fiscal year, all in accordance with the terms of the Declaration and these By-Laws;

D. To fix the amount of any special assessment against each member for each Unit owned and against the Declarant all in accordance with the terms of the Declaration and these By-Laws;

E. To send written notice to all members of any meeting of the members called for the purpose of voting upon increases in annual assessments above the maximum set by the Declaration or voting upon a proposed special assessment;

F. To send written notice of each assessment for the following fiscal year to every Owner and, where appropriate, to the Declarant, not later than thirty (30) days preceding the start of such fiscal year, and levy all such assessments as liens;

G. To foreclose by action in the manner provided by Minnesota Statutes the lien against any Unit for which assessments are not paid within thirty (30) days after due date and to bring an action at law against the Owner or other person personally obligated to pay the same;

H. To issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board of Directors for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

I. To procure and maintain, as directed by the Board of Directors, liability and fire and other hazard insurance on property owned by the Association which shall include fire and extended coverage on insurable common property on a current replacement cost basis in an amount not less than 100% of the insurable value (based on current replacement only); and to use proceeds of such hazard insurance solely for the repair, replacement or reconstruction of such insurable common property including insured improvements and to procure and maintain other insurance as required or authorized by the Declaration;

J. To cause all officers or employees having fiscal responsibilities to be covered by fidelity insurance, as it may deem appropriate, and at least as required by the Declaration;

K. To cause all of the Community Facilities, Common Area, Landscape Easement Area, etc. to be maintained.

L. To perform the other functions of the Association as set forth in the Declaration.

Section 5. Term of Office. At the first annual meeting the members shall elect two (2) Directors for a term of one year, two (2) Directors for a term of two years, and one (1) Director for a term of three years; and at each annual meeting thereafter the members shall elect Directors for a term of three years to fill the vacancies created by expiring terms. There shall be no limit on the number of times a Director may serve.

Section 6. Vacancies. Any vacancy in the Board of Directors shall be filled by vote of the majority of remaining Directors, even though they may constitute less than a quorum. Each person so elected shall be a Director for the unexpired term of his predecessor, or until his successor is elected.

Section 7. Compensation. No Director shall receive compensation for any service as a Director. However, any Director may be reimbursed for actual expenses incurred in the performance of duties.

Section 8. Removal of Directors. At any regular or special meeting of the Association duly called, any Director may be removed with or without cause by a majority of the Directors and a successor may then and there be elected to fill the vacancy thus created.

Section 9. Organization Meeting. The first meeting of a newly elected Board of Directors shall be held within ten (10) days of its election at such place as shall be fixed by the Directors at the meeting at which such Directors were eleected, and no notice shall be necessary to the newly elected Directors in order legally to constitute such meeting provided a majority of the whole Board of Directors shall be present.

Section 10. Regular Meetings. Regular meeting of the Board of Directors shall be held monthly without notice, at such place and hour as may be determined from time to time by resolution of the Board of Directors. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not legal holiday.

Section 11. Special Meetings. Special meetings of the Board of Directors may be called by the President on three (3) days' notice to each Director, given personally, by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice on the written request of at lease three (3) Directors.

Section 12. Telephone Conference. A meeting of the Directors or any committee of the Board may be conducted by a telephone conference or any means of communication through which the participants may simultaneously hear each other during the meeting, if notice of the meeting has been given and if the number of persons participating in the conference is sufficient to constitute a quorum. Participating in a conference constitutes personal presence at the meeting.

Section 13. Waiver of Notice. Before or at any meeting of the Board of Directors, any Director may, in writing, waive notice of such meeting, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board of Directors shall be deemed a waiver of notice by him of the time and place thereof. If all the Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Section 14. Quorum. At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors except as otherwise provided in the Declaration, Articles or these By-Laws. If, at any meeting of the Board of Directors, there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

Section 15. Action Taken Without a Meeting. The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

Section 16. No Proxies. Directors shall not vote by proxy.

ARTICLE VI
Officers and Their Duties

Section 1. Enumeration of Offices. The officers of this Association shall be a president and vice-president, who shall at all times be members of the Board of Directors, a secretary and a treasurer, and such other officer as the Board may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

Section 3. Term. The officers of this Association shall be elected annually by the Board of Directors, and each shall hold office for one (1) year unless he shall sooner resign, be removed or otherwise be disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board of Directors may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board of Directors. Any officer may resign at any time by giving written notice to the Board of Directors, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board of Directors. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Offices. The offices of a secretary treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. Duties. The duties of the officers are as follows:

President

The president shall preside at all meetings of the Board of Directors; he shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgage deeds and other written instruments (except to the extent that the Board of Directors authorizes or mandates the delegation of such authority). He shall have the power to appoint committees from among the members of the

Association from time to time as he may in his discretion deem appropriate to assist in conducting the affairs of the Association.

Vice President

The vice-president shall act in the place and stead of the president in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board of Directors.

Secretary

The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; shall keep the corporate seal of the Association (if any be adopted) and affix it on all papers requiring said seal; shall serve notice of meetings of the Board and of the members; shall keep appropriate current records showing the members of the Association together with their address, and shall perform such other duties as required by the Board of Directors.

Treasurer

The treasurer shall receive and deposit in appropriate bank accounts all monies as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association (except to the extent that the Board of Directors authorizes or mandates the delegation of such authority); shall keep proper books of account, and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the members.

ARTICLE VII
Committees

The Board of Directors shall appoint a Nominating Committee, as provided in these By-Laws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

ARTICLE VIII
Indemnification of Officers and Directors

To the full extent permitted by **Minnesota Statutes**, as amended from time to time, or by other provisions of law, each person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, wherever brought, whether civil, criminal, administrative or investigative, by reason of the fact that he is or was a director, officer, employee, or agent of the association, or that he is or was serving at the specific request of the Board of Directors of the association as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, shall be indemnified by the association against expenses, including attorneys' fees, judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding; provided, however, that the indemnification with respect to a person who is or was serving as a director, officer employee or agent or another corporation, partnership, joint venture, trust or other enterprise shall apply only to the extent such person is not indemnified by such other corporation, partnership, joint venture, trust or other enterprise. The indemnification provided by

this section shall continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs, executors, and administrators of such person and shall apply whether or not the claim, against such person arises out of matters occurring before the adoption of this section.

ARTICLE IX
Books of Account/Fiscal Year

Section 1. Books of Account. The Association shall keep detailed books of account showing all expenditures and receipts of administration which shall specify the maintenance and repair expenses, if any, and any other expenses incurred by or on behalf of the Association and the members. Such accounts, books, records, financial statements and other papers of the Association shall be open for inspection by the members and other persons having an interest in any Unit, including any Owner, and lender and any holder, insurer or guarantor of a first mortgage on any Unit, during reasonable business hours or under other reasonable circumstances. The Association shall not be obligated to prepare audited annual financial statements, but any mortgage holder shall be permitted, upon written notice, to have an annual audited financial statement of the Association for the immediately preceding fiscal year prepared at their expense (unless one is otherwise available, in which case it shall be provided free of charge to party so requesting). Current copies of the Declaration, the Articles of Incorporation, the By-Laws of the Corporation, and other rules concerning the project, shall be available for inspection by any Owner and lender, and to holders, insurers or guarantors of any first mortgage at the principal office of the Association during normal business hours or under other reasonable circumstances, where copies of the same may be purchased at reasonable cost.

Section 2. Fiscal Year. The fiscal year of the Association shall commence January 1 and end the following December 31 each year.

ARTICLE X
Assessments

As more fully provided in the Declaration, each member is obligated to pay the Association annual and special assessments which are secured by a continuing lien upon the Unit against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of eight percent (8%) per annum, and if not paid within thirty (30) days after the due date the Association may bring an action at law against the Owner personally obligated to pay the dame or foreclose the lien against the property by action in the manner provided by the then current Minnesota Statutes, and interest, costs, reasonable attorneys' fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided herein by nonuse of the Common Area or community elements or abandonment of his Unit.

ARTICLE XI
Personal Property for Common Use

The Association may acquire and hold for the use and benefit of all of the Owners tangible and intangible personal property and may dispose of the same by sale or otherwise. Such beneficial interest shall not be transferable except with the transfer of title to a Unit, provided that an Owner may delegate his right of enjoyment of such personal property to residents of his Unit. A transfer of title to a Unit shall transfer to the transferee ownership of the transferor's beneficial interest in such property in accordance with the purpose for which it is intended, without hindering or encroaching upon the lawful rights of other Owners. The transfer of title to a Unit under foreclosure shall entitle the purchaser to the beneficial interest in such personal property associated with the foreclosed Unit.

ARTICLE XII
Service Contracts

The Board of Directors, on behalf of the Association, may obtain and pay for the service of any persons or entities, to manage corporate affairs, or any part thereof, to the extent it deems advisable, as well as such other personnel as Board of Directors shall determine to be necessary or desirable for the proper operation of the Property, whether such personnel are furnished or employed directly by the Association or by any person or entity with whom or which it contracts. The Board of Directors may contract for legal and accounting services necessary or desirable in connection with the operation of the Property or the enforcement of the Declaration. Any agreement for professional management of the Property, or any other contract providing for services by Declarant or any entity owned or controlled by the same persons as Declarant, must provide for the termination by either party without cause or payment of a termination fee on ninety (90) days' or less written notice and by either party for cause upon thirty (30) days' or less written notice, and shall have a maximum contract term of three years, but may be renewable by agreement of the parties for successive terms.

ARTICLE XIII
Amendments

Section 1. These By-Laws may be amended at a regular or special meeting of the members, by the vote of 75% of each class of members, provided, that so long as there is Class B membership, the following actions will require the prior written approval (or waiver of this requirement) by the Federal Housing Administration (or the affidavit or Declarant that as of the date of such amendment neither the project nor any part thereof and been submitted to, or had been given project approval by, the Federal Housing Administration): annexation of additional property, mergers and consolidations, dissolution and amendment of these By-Laws.

Section 2. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

ARTICLES OF INCORPORATION OF THE INWOOD HOMEOWNERS ASSOCIATION, INC.

The undersigned, being of full age, for the purpose of organizing a nonprofit corporation under the Minnesota Nonprofit Corporation Act, 317A, and acts amendatory thereto, does hereby adopt, sign and acknowledge the following Articles of Incorporation.

ARTICLE 1
NAME

The name of the corporation is the **InWood Homeowners Association, Inc.,** hereinafter called the "Association".

ARTICLE II
REGISTERED OFFICE

The registered office of the Association is located at 941 NE Hillwind Road, Suite 300, Fridley, MN 55432.

ARTICLE III
PURPOSE AND POWER

The specific purpose for which this Association is formed is to provide for maintenance, preservation and architectural control of the areas within those certain tracts of property which are either conveyed to the Association or are subjected to the authority of the Association for specified purposes by the Declaration hereinafter defined (herein called the "Property"); and to promote the health, safety and welfare of the residents within such Property and any additions thereto as hereafter may be brought within the authority of this Association and for this purpose to:

a) Exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Declaration of Covenants, Conditions, Restrictions and Easements for the **InWood Homeowners Association, Inc.,** hereinafter called the "Declaration", applicable to the Property and recorded or to be recorded in the office of the County Recorder or Registrar of Titles in and for Washington County, Minnesota, and as the same may be amended from time to time as therein provided.

b) Fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;

c) Acquire (by gift, purchase or otherwise), own, hold, improve build upon, operate, maintain , convey, sell, lease, transfer, dedicate for public use, or otherwise dispose of real or personal property in connection with the affairs of the Association;

d) Borrow money, and subject to limitations and conditions set forth in the Declaration, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

e) Participate in mergers and consolidations with other nonprofit corporations organized for the same purposes or annex additional residential property and/or Common Area, provided that any such merger, consolidation or annexation shall have the assent required by the Declaration;

f) Have and exercise any and all powers, rights and privileges which a corporation organized under Nonprofit Corporation Law of the State of Minnesota by law may now or hereafter have or exercise;

g) Act as a "residential real estate management association" within the meaning of Section 528 of the Internal Revenue Code of 1954, as amended.

h) Dedicate, sell or transfer all or any part of any Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members, subject, however, in any event, to the limitations and conditions set forth in the Declaration.

ARTICLE IV
MEMBERSHIP

Every Owner of a lot subject to assessment, except as herein provided to the contrary, shall be entitled and required to be a member of the Association. If title to a Lot is held by more than one person, each of such persons shall be a member. An Owner of more than one Lot shall be entitled to one membership for each such Lot. Each membership shall be appurtenant to the Lot upon which it is based and shall transfer automatically by voluntary or involuntary conveyance of the title of that Lot. No person or entity other than an Owner or Declarant may be a member of the Association, and a membership in the Association may not be transferred except in connection with the transfer of title to the Lot.

ARTICLE V
NO PECUNIARY GAIN; PROHIBITED ACTIVITIES

The Association does not and shall not afford pecuniary gain, incidentally or otherwise, to its members, directors or officers, nor shall any part of the net earning of the Association in any way inure to the private benefit of any such members, directors or officers of the Association, or to any private shareholder or individual except as permitted by Section 528 (c) (1) (D) of the Internal Revenue Code, and except that the Association shall be authorized to make reasonable allowance and payment for actual expenditures incurred or services rendered on the behalf of the Association.

ARTICLE VI
VOTING RIGHTS

The Association shall have two classes of voting membership:

Class A: Class A members shall be all Owners of Lots, with the exception of the Declarant, prior to the termination of the Class B membership, and shall be entitled to one vote for each Lot owned. When more than one person holds title to any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no respect to any one Lot. There can be no split vote. Prior to or at the time of any meeting at which a vote is to be taken, each co-Owner or other person entitled to a vote at such meeting shall file with the Secretary of the Association theme of the voting co-Owner or other person entitled to a vote at such meeting, unless such co-Owner or other person has filed a general voting authority with the Secretary applicable to all votes until rescinded.

Class B. The Class B member shall be the Declarant (as defined in the Declaration), who shall be entitled to three (3) votes for each Parcel owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs first:

(a) When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or

(b) The twelfth anniversary of the recording of the Declaration.

ARTICLE VII
BOARD OF DIRECTORS

a) The number or Directors constituting the first Board of Directors shall be three (3), their names and addresses being as follows:

John Rask
C/O Hans Hagen Homes, Inc.
941 NE Hillwind Road
Suite 300
Fridley, MN 55432

Daniel Mosow
C/O Hans Hagen Homes, Inc.
941 NE Hillwind Road
Suite 300
Fridley, MN 55432

Jodi Byers
C/O Hans Hagen Homes, Inc.

941 NE Hillwind Road
Suite 300
Fridley, MN 55432

b) Said Directors shall serve until the first annual meeting of the members or until their successors have been duly elected and qualified, unless said Directors sooner resign.

c) The affairs of this Association shall be managed by a Board of five (5) directors, except with first Board, which shall consist of three (3) Directors), who need not be members of the Association. The number of Directors may be changed by amendment of the By-Laws of the Association. At the first annual meeting, the members shall elect two (2) Directors for a term of one year, two (2) Directors for a term of two years and one (1) Director for a term of three years; Directors for a term of three years to fill the vacancies created by expiring terms. There shall be no limit on the number of times a Director may serve.

d) Officers shall be elected as provided for in the By-Laws.

ARTICLE VIII
INCORPORTOR

The name and address of the incorporator is:

John Rask
C/O Hans Hagen Homes, Inc.
941 NE Hillwind Road
Suite 300
Fridley, MN 55432

ARTICLE IX
NO STOCK

The Association is organized upon a non-stock basis.

ARTICLE X
PERSONAL LIABILITY OF MEMBERS

The members of this Association shall have no personal liability for obligations of the Association.

ARTICLE XI
DISSOLUTION

The Association may be dissolved with the assent given in writing and signed by not less than 75% of each class of members.

ARTICLE XII
DURATION

The duration of the corporation existence shall be perpetual.

ARTICLE XIII
AMENDMENTS

Amendment of these Articles shall require the assent of 75% of each class of members. Note however that amendments affecting the Declaration or the rights and obligations thereunder may not be effective as to such rights and obligations unless the requirements for amendments set forth in the Declaration are followed.

ARTICLE XIV
DEFINITIONS

All words used herein which are defined in the Declaration shall have the meaning there ascribed to them.

ARTICLE XV
FHA/VA APPROVAL

As long as there is a Class B membership, the Federal Housing Administration or the Veterans Administration shall have the right to veto amendments of these Articles.

IN WITNESS WHEREOF, the undersigned has hereunto set his hand this _____ day of _____, 2015.

_____
John Rask

STATE OF MINNESOTA)
)ss.
COUNTY OF ANOKA)

The foregoing instrument was acknowledged before me this _____ day of _____, 2015, by John Rask.

_____
Notary Public

Document drafted by:
Hans Hagen Homes, Inc.
941 N.E. Hillwind Road, #300
Fridley, MN 55432
(763) 586-7200

Lifestyle Homes



ILLUSTRATION & PHOTOGRAPHY BY PUTMAN PLANNING & DESIGN

Lifestyle Homes

















Photos by Putman Planning and Design

Homes of high quality design, detail, and materials.

Hans Hagen Homes

InWood- Rear Yard Gardens





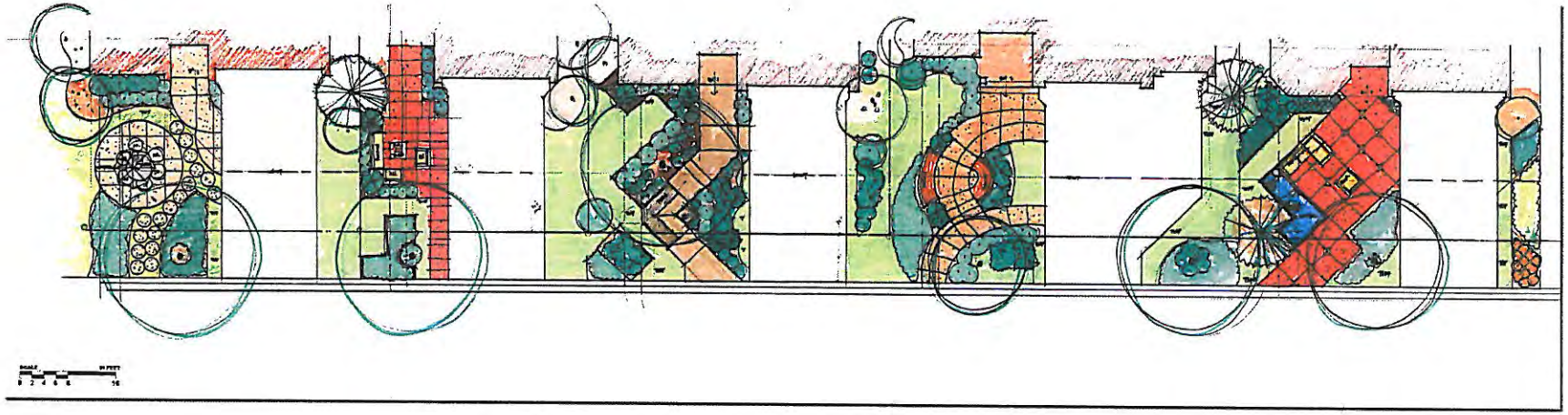




Photo by Hans Hagen Homes or John Rask

Hans Hagen Homes

INWOOD FRONT YARD SITTING AREA / PATIO DESIGN CHOICES



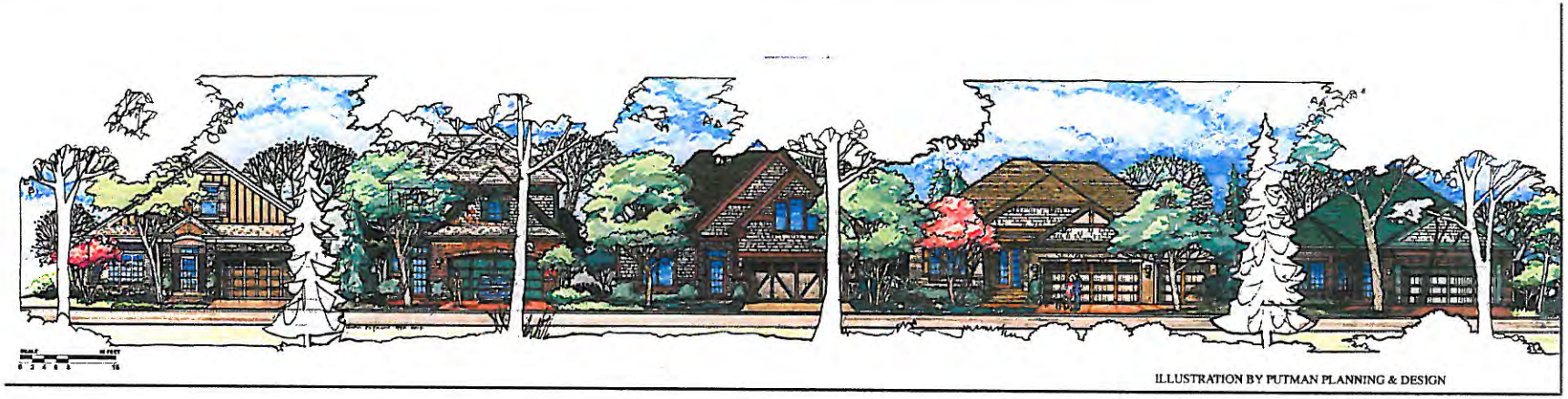


ILLUSTRATION BY PUTMAN PLANNING & DESIGN

PUTMAN PLANNING & DESIGN

Hans Hagen Homes

THE CITY OF LAKE ELMO

MAYOR & COUNCIL COMMUNICATION

DATE: May 19, 2015
REGULAR
ITEM # 20

AGENDA ITEM: InWood (Phase 1) Developer's Agreement

SUBMITTED BY: Kyle Klatt, Community Development Director

THROUGH: Dean Zuleger, City Administrator

REVIEWED BY: Jack Griffin, City Engineer
Dave Synder, City Attorney
Cathy Bendel, Finance Director
Nick Johnson, City Planner

SUGGESTED ORDER OF BUSINESS:

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

POLICY RECCOMENDER: Staff is recommending that the City Council approve a developer's agreement associated with the first phase of the InWood development. The agreement has been drafted based on a model agreement previously reviewed by the Council.

FISCAL IMPACT: Direct Payments to Developer – None: there are no City payments for oversizing of utilities or for other reasons included in the agreement. Future financial impacts include maintenance of streets, trails, sanitary sewer mains, watermains and other public infrastructure, maintenance of storm water ponding areas (after three years), monthly lease payments for street lights, and other public financial responsibilities typically associated with a new development. The agreement requires a contribution from the developer for future signalization of 5th Street at Inwood Avenue.

SUMMARY AND ACTION REQUESTED: The City Council is being asked to authorize execution of a developer's agreement for the first phase of the InWood Planned Unit Development. The attached agreement has been reviewed by the City Staff, and all recommend changes specific to the InWood 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. 2015-41 approving the developer's agreement for InWood"

LEGISLATIVE HISTORY/STAFF REPORT: One of the conditions attached to the resolution approving the InWood Final Plat and Plan 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 InWood development. The key aspects of the agreement include the following components:

- That all improvements to be completed by July 1, 2016.
- That the developer provide a letter of credit in the amount of $3,714,873 related to the cost of the proposed improvements.
- That the developer provide a cash deposit of $335,725 for SAC and WAC charges, engineering administration, one year of street light operating costs and other City fees. These fees include a payment for half of the City's anticipated costs associated with a future traffic signal at 5th Street and InWood Avenue. Under County policy, the City will be required to contribute 1/3 of the overall signalization costs; half of this amount is the 16.5% referenced in the agreement.
- The land dedication for park purposes to be included with the first phase of InWood exceeds the amount required for all of the single-family residential areas of the development. The developer is asking to apply the excess park land dedication to the future multi-family development areas.

The proposed project does not include any specific City payments for utility oversizing or other reasons. The City Engineer has not approved the final construction plans for the project, and no work will be allowed to commence on the site until these plans are approved by the City (this plan review is close to being completed).

BACKGROUND INFORMATION (SWOT):

Strengths: The developer's agreement has been drafted to guarantee that the improvements associated with the InWood development plans will installed in accordance with City specifications.

Execution of the developer's agreement and compliance with all conditions in the agreement will allow the developer to record the Final Plat.

The developer will be constructing all of 5th Street that lies within the InWood PUD boundaries. This will provide an immediate connection into Boulder Ponds and will minimize the impact of construction for future homeowners in this area.

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

Opportunities: The proposed improvements will provide for infrastructure connections to adjacent properties.

The developer has agreed to pay a portion of the costs that would otherwise be incurred by the City for the future signalization of 5th Street and Inwood Avenue.

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 InWood and that the Council direct the Mayor and Staff to execute this document. The suggested motion to adopt the Staff recommendation is as follows:

"Move to adopt Resolution No. 2015-41 approving the developer's agreement for InWood"

ATTACHMENTS:

1. Resolution No. 2015-41
2. InWood Developer's Agreement – Final Draft

CITY OF LAKE ELMO
WASHINGTON COUNTY
STATE OF MINNESOTA

RESOLUTION NO. 2015-41

A RESOLUTION APPROVING THE DEVELOPER'S AGREEMENT FOR INWOOD (PHASE 1)

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

WHEREAS, Hans Hagen Homes, 941 NE Hillwind Road, Suite 300, Fridley, MN ("Applicant") has previously submitted an application to the City of Lake Elmo ("City") for a Final Plat for InWood; and

WHEREAS, the Lake Elmo City Council considered and approved the Preliminary Plat request for InWood at a meeting held on December 2, 2014; and

WHEREAS, The Lake Elmo City Council adopted Resolution No. 2015-40 on May 19, 2015 approving the Final Plat for InWood; and

WHEREAS, Condition (3) of said Resolution No. 2015-40 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 May 19, 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 InWood and authorizes the Mayor and City Clerk to execute the document.

Passed and duly adopted this 19th day of May 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

(Public sewer and water)

Inwood

AGREEMENT dated_____, 2015, by and between the **CITY OF LAKE ELMO** a Minnesota municipal corporation ("City"), and Hans Hagen Homes, Inc., a Minnesota corporation (the "Developer").

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

The West Half of the Southeast Quarter of Section 22, Township 29 North, Range 21 West, lying north of the north right of way line as shown on State Highway Right-of-way Plat No. 4 of 12, State Project 8282 (94-392) 902, Washington County, Minnesota.

And

The Northeast Quarter of Section 33, Township 29, Range 21, less and except:
Parcel No. 4 of Washington County Highway Right-of-way Plat No. 41; and
Parcel No. 3 of Washington County Highway Right-of-way Plat No. 42, Washington County, Minnesota.

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

3. RIGHT TO PROCEED. Unless separate written approval has been given by the City, within the plat or land to be platted, the Developer may not grade or otherwise disturb the earth, remove trees, construct sewer lines, water lines, streets, utilities, public or private improvements, or any buildings until all the following conditions have been satisfied: 1) this agreement has been fully executed by both parties and filed with the City Clerk, 2) the necessary security has been received by the City, 3) the plat and required homeowner's association documents have been recorded with the Washington County Recorder's Office, and 4) the City's Community Development Director has issued a letter that all conditions have been satisfied, a preconstruction conference has been held, and that the Developer may proceed.

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

5. PRELIMINARY PLAT STATUS. The plat is a phase of a multi-phased preliminary plat, the preliminary plat approval for all phases not final platted shall lapse and be void unless final platted into lots and blocks, not outlots, within eight (8) years after preliminary plat approval.

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

platting or dedication requirements enacted after the date of this Contract.

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

Plan A – Final Plat
Plan B – Final Grading, Drainage, and Erosion Control Plans
Plan C – Final Sanitary Sewer, Water Main, Storm Sewer, and Street Plans
Plan D – Final Landscape Plan

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 his engineer shall schedule a pre-construction meeting at a mutually agreeable time at the Lake Elmo Public Works Building 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. After 30 days 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 his engineer on status or problems regarding the project, coordination for testing, final inspection and acceptance, project monitoring during the warranty period, and processing of requests for reduction in security. Construction observation may be performed by the City's in-house staff or consulting engineer. Construction observation shall include, at the discretion of the city, part or full time inspection of proposed public utilities and street construction. Services will be billed on an hourly basis.

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 (no impacts are proposed and thus no permit is required.)

G. Construction Dewatering:
- Minnesota Department of Natural Resources

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

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

14. CONSTRUCTION ACCESS. Construction traffic access and egress for grading, public utility construction, and street construction is restricted to access the subdivision via the planned construction access off of Inwood Avenue at 9th Street. No construction traffic is permitted on other adjacent local streets.

15. CONSTRUCTION SEQUENCE AND COMPLIANCE. The City will require the developer to construct the improvements in a sequence which will allow progress and compliance points to be measured and evaluated. The Developer and/or their representatives are required to supervise and coordinate all construction activities for all improvements and must notify the City in writing stating

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

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

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

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

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

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

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

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

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

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

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

21. PARK DEDICATION. The Developer shall dedicate Outlot L, Inwood prior to the release of the final plat for recording. The dedication of Outlot L shall satisfy the City's park dedication requirements for this plat. Outlot L is 12.11 gross acres, or 10.73 acres of net parkland. The Inwood Preliminary Plat includes 95.71 acres of single family land, including storm water ponds. The required park dedication requirement for the single family portion of Inwood Preliminary Plat is 9.57 acres. Outlot L shall satisfy the park dedication requirements for all the area

planned for single family lots as depicted in the Inwood Preliminary Plat and the Developer shall not be responsible for any additional park fees or improvements. No additional fees in lieu of land dedication will be charged for future developments within the Inwood single family preliminary plat area. The 1.16 acres of excess park dedication above that required for areas to be platted for single family development ("Park Credit") shall be applied to the future multi-family residential area lying south of 5th Street as conceptually shown on the approved Inwood PUD concept plan.

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

The sewer availability charge (SAC) in the amount of $3,000.00 per REU shall be paid by the Developer prior to the City recording the final plat. The total amount to be paid by the Developer is $120,000.00.

The water availability charge (WAC) in the amount of $3,000.00 per REU shall be paid by the Developer prior to the City recording the final plat. The total amount to be paid by the Developer is $120,000.00 .

In addition, a sewer connection charge in the current amount of $1,000.00 per REU, a Met Council sewer availability charge in the current amount of $2,435.00 per REU, and a water connection charge in the current amount of $1,000.00 per REU will be collected by the City at the time the building permit is issued for each lot. These amounts are charged at the time of building permit in accordance with the latest city fee schedule.

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

24. STREET LIGHTS. The Developer is responsible for the installation of street lights consistent with a street lighting plan approved by the City. The Developer shall coordinate the

installation of street lights with Xcel Energy in conjunction with the other improvements, and agrees to pay Xcel Energy for all upfront costs associated with the street lighting system, including underground cables, posts, lamps, ballasts, starters, photocells, and glassware. All street lights will be leased by the City upon final acceptance of the system. The Developer shall also pay $1,000 in payment for the first year operating costs for street lights.

25. 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 located on Lot 2 and Lot 3, Block 1, Inwood.

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

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

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

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

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

G. The City will not issue a certificate of occupancy for any building constructed on any lot or parcel in the Plat, including any model homes authorized under this agreement, until Public

sewer and water, curbing, and one lift of asphalt is installed on all public and private streets; all utilities are tested and approved by the City Engineer; and the as- constructed grading must be on file at the City for the block where the building is to be located.

26. 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 of Lake Elmo adopted Fee Schedule. Upon request, the City will provide copies of detailed invoices of the work performed.

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

A. Implementation of the recommendations listed in the April 23, 2015 Engineering memorandum and subject to approval of the final construction plans by the City Engineer.

In conjunction with the recording of the final plat, the developer shall convey Outlots C, D, and L to the City by warranty deed. These ares represent storm water infiltration basins or land to be used for park purposes.

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

C. The Developer shall dedicate a minimum of 100 feet along the east property line of the Inwood Preliminary Plat as part of Developer's park dedication. This park dedication is part of Outlot L, Inwood.

D. All trails shall be located on outlots to be deeded to the City or within easements dedicated to the City of Lake Elmo. Title commitments shall be provided for all land so dedicated.

E. The Developer shall be responsible for the construction of all improvements within the Inwood Avenue (CSAH 13) right-of-way as required by Washington County and further described in the review letter received from the County dated November 17, 2014 or any subsequent direction from the County. The required improvements shall include, but not be limited to: construction of a new median

crossing in this area, turn lanes, and other improvements as required by the County. The Developer shall pay its proportionate share of the future traffic signal at the intersection of Inwood and 5th Street (half of the City's share of this cost based County reimbursement policies concerning new traffic signals). The estimated cost of the signal is $265,000. The Developers share of this signal is 16.5% of the estimated cost, or $43,725. Developer shall pay $43,725 prior to recording the final plat, and Developer shall have no further obligations to the City of Lake Elmo or Washington County for the construction or payment of a future traffic signal associated with this plat or future phases of the Inwood PUD.

F. The Developer shall observe all other County requirements as specified in the Washington County review letter dated November 17, 2014 or any subsequent direction from the County.

G. The Developer shall record a Declaration of Covenants, Conditions, Restrictions, and Easements (hereinafter "Declaration") along with the plat. The Declaration shall require the Inwood Homeowners Association to be responsible for maintenance of landscaping installed in areas outside of land dedicated as public park and open space on the final plat.

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

28. MISCELLANEOUS.

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

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

wall is required to be built.

C. Appropriate legal documents regarding Homeowner Association documents, covenants and restrictions relating to the plat approval and outlots and conveyances, as approved by the City Attorney, shall be filed with the final plat. No third- party beneficiary status is hereby conferred. All outlots and common areas, including Outlots G, H, F and I shall be maintained in good order and repair by a homeowner's association, and, if it does not do so, then the City may perform the work and assess the costs against the individual lots within the plat of Inwood 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.

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

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

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

30. REMEDIES ON DEFAULT. Whenever any Event of Default occurs, the City, subject to any rights of third parties agreed to by the City pursuant to this Agreement, or otherwise by written, executed

instrument of the City, may take any one or more of the following:

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

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

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

32. 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 for twenty-five percent (25%) of the amount of the original cost of the improvements.

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

B. The required warranty period for all work relating to street construction, including concrete curb and gutter, sidewalks and trails, materials and equipment shall be subject to one (1) year

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

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

D. The required warranty for landscaping within HOA storm water infiltration areas (Outlots F, G, H, and I) shall be three (3) years following installation. The Inwood Homeowners Association shall be responsible for the infiltration areas (Outlots F, G, H, and I) and shall include requirements for the proper care of native plantings and the elimination of weeds and invasive species.

E. The required warranty for landscaping within storm water infiltration areas to be deeded to the City (Outlots C and D) 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.

33. SUMMARY OF SECURITY REQUIREMENTS. To guarantee compliance with the terms of this agreement, payment of special assessments, payment of the costs of all public improvements, and construction of all public improvements, the Developer shall furnish the City with an irrevocable letter of credit, in the form attached hereto, from a bank, cash escrow or a combination cash escrow and Letter of Credit ("security") for $**3,714,873**. The amount of the security was calculated as follows:

CONSTRUCTION COSTS:

Streets	$1,114,212
Sanitary Sewer	$412,585
Watermain	$510,249
Surface Water Facilities (pipe, ponds, rain gardens, etc.)	$599,736
Grading	Covered in grading agreement

Erosion Control	Covered in grading agreement
Sidewalks/Trails	$212,175
Street Lighting	Xcel to Install, to be pre-paid directly by developer
Street Signs and Traffic Control Signs	$18,705
Landscaping	$97,236
Tree Preservation and Restoration	Coverd in grading agreement
Wetland Mitigation and Buffers	Separate letter of credit through Watershed District
Monuments	$5,000
Miscellaneous Facilities	N/A
Developer's Record Drawings	$2,000
Construction Sub-Total	**$2,971,898**
Total Project Securities (at 125% Construction Costs)	**$3,714,873**

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 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.

34. 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 $1,857,437 of the security provided in accordance with paragraph 33 above may be released when: (1) Developer's obligations under this Agreement have been completed

and the Public Improvements have been found to be complete to the satisfaction of the City including all corrective work for any identified punch list items, but not including the final wear course; and

(2) completion of the Improvements is done to the satisfaction of the City and evidence of such is provided by the City in writing and satisfactory evidence of payment, such as lien waivers are provided.

B. Up to an additional 25%, or $928,718 of the security provided in accordance with paragraph 33. above may be released when: (1) Developer's obligations under this Agreement have been completed and the Improvements have been found to be complete to the satisfaction of the City including all corrective work for any identified punch list items and including the final wear course; and (2) Improvements are accepted by the City in writing and satisfactory evidence of payment, such as lien waivers, are provided.

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

35. 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)	$120,000
Water Availability Charge (WAC)	$120,000
Park Dedication	N/A
Street Light Operating Fee	$1,000
City Base Map Upgrading	$1,000
Future Traffic Signal	$43,725
City Engineering Administration Escrow	$50,000 (Based on two months of administration/observation)
Total Cash Requirements	**$335,725**

36. 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: 941 NE Hillwind Road, Suite 300 Fridley, MN 55432. Notices to the City shall be in writing and shall be either hand delivered to the City Administrator, or mailed to the City by certified mail in care of the City Administrator at the following address: Lake Elmo City Hall, 3800 Laverne Avenue N. Lake Elmo, Minnesota 55042.

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

CITY OF LAKE ELMO

BY: _____
, Mayor

(SEAL)

AND _____
, City Clerk

DEVELOPER:

BY: _____
Its

STATE OF MINNESOTA)
(ss.
COUNTY OF WASHINGTON)

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

_____
NOTARY PUBLIC

STATE OF MINNESOTA)
(ss.
COUNTY OF_____)

The foregoing instrument was acknowledged before me this_____day of _____, 2_____, by _____the _____ of_____.

_____
NOTARY PUBLIC

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

FEE OWNER CONSENT
TO
DEVELOPMENT CONTRACT

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

Dated this_____day of_____, 2_____.

_____

_____

STATE OF MINNESOTA)
(ss.
COUNTY OF_____)

The foregoing instrument was acknowledged before me this_____day of_____, 2____, by_____.

_____
NOTARY PUBLIC

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

MORTGAGE CONSENT
TO
DEVELOPMENT CONTRACT

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

Dated this_____day of_____, 2_____.

_____

_____

STATE OF MINNESOTA)
(ss.
COUNTY OF_____)

The foregoing instrument was acknowledged before me this _____ day of_____, 2_____, by_____.

_____
NOTARY PUBLIC

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

_____
_____

_____

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 _____

THE CITY OF LAKE ELMO

MAYOR & COUNCIL COMMUNICATION

DATE: May 19, 2015
REGULAR
ITEM# 21

AGENDA ITEM: Approve Purchase of Spray Patcher

SUBMITTED BY: Mike Bouthilet, Director of Public Works

THROUGH: Mike Bouthilet, Director of Public Works

REVIEWED BY: Maintenance Advisory Commission
Cathy Bendel, Finance Director

SUGGESTED ORDER OF BUSINESS:

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

POLICY RECOMMENDER: Director of Public Works

FISCAL IMPACT: This item was approved in the 2015 CIP budget for $55,000. During the summer of 2014, this same unit was rented and the City was offered a rental credit toward the purchase of $7,650 if purchased before the 2015 season. The quoted net purchase price being considered is $45,550, net of the 2014 rental credit, which is $9,450 under budget.

As proposed in the 2015 Budget for CIP, the net cost for this purchase would be included with the 2015 bonding and the payments would be made from the General Fund operating budget.

SUMMARY AND ACTION REQUESTED: In the summer of 2014, the Public Works department was directed to focus on street repairs. Under the City Administrator's suggestion to be innovative, the Public Works Director researched various spray patching alternatives to maximize resources. Even though it is advertised as a pot hole patcher, this unit has proven to be extremely effective for small patch repairs, alligator cracking and sealing in catch basins and gate stops. It has also been proven to be extremely effective for preparing street surfaces prior to the annual seal coating.

Utilization of this equipment as a City Asset, removes the limits of the asphalt plant operational hours as well as the limitations imposed by renting a unit vs owning one.

A new spray patcher cost is approximately $70,000 per state contract pricing. This is unit is a 2011 SP10 Loadking and the typical life on this unit is 10 years with an anticipated payback of the purchase price in 4 more years.

BACKGROUND INFORMATION (SWOT):

Strengths	Four year payback and no time use restrictions. In addition, this is a proven alternative for street maintenance and there would be more flexibility due to no time constraints. (Extended patching season)
Weaknesses	Age of machine with no warranty
Opportunities	Unlimited use of the machine if City owned
Threats	Cost of repairs to machine

RECOMMENDATION: Based on the aforementioned, and the support of the MAC (voted 3-0), the staff recommends the following motion be made:

"Move to approve the purchase of the SP10 Loadking spray patcher at the cost of $45,550 to be funded as presented; contingent upon the verification of hours on machine and an engine oil sample analysis as recommended by the MAC"

ATTACHMENT:

1. RCM invoice/quote

RCM Equipment Company LLC
12090 Margo Ave So Ste B
Hastings, MN 55033
651-480-8886
651-480-8808 fax

Invoice

Date	Invoice #
4/22/2015	3341

Bill To
City of Lake Elmo Public Works Streets Department 3800 Laverne Ave N. Lake Elmo, MN 55042

Ship To
City of Lake Elmo Public Works Streets Department 3800 Laverne Ave N. Lake Elmo, MN 55042

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
	Due on receipt	FC	4/22/2015			

Quantity	Item Code	Description	Price Each	Amount
1	SP10	LOADMAX TRAILER PATCHER	53,200.00	53,200.00T
-9,000	Rental Rebate	85% of Rental Rate Applied to Sale of Equipment	0.85	-7,650.00T
		Sales Tax	0.00%	0.00

Thank you for your business.

Total $45,550.00

THE CITY OF LAKE ELMO

MAYOR & COUNCIL COMMUNICATION

DATE: **May 19, 2015**
REGULAR
ITEM # **24**

AGENDA ITEM: Future Growth Strategy/Phasing Plan Policy

SUBMITTED BY: Kyle Klatt, Community Development Director

THROUGH: Dean Zuleger, City Administrator

REVIEWED BY: Nick Johnson, City Planner

SUGGESTED ORDER OF BUSINESS:

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

POLICY RECCOMENDER: As a follow-up to the previous Council meeting, Staff has prepared a draft policy document concerning the City's Staging Plan for consideration by the Council. This a draft document and intended for discussion purposes only at this time.

FISCAL IMPACT: TBD – the document includes a requirement that public risk be evaluated prior to accelerating development in later stages.

SUMMARY AND ACTION REQUESTED: The City Council is being asked to review a draft policy document concerning the City's Land Use Staging Plan. This document has been prepared in response to the City Council's discussion at its May 5, 2015 meeting. As the document has not undergone any internal or external review, Staff is not seeking formal approval of the policy document at this time, and is instead seeking Council input in order to further refine the draft.

No specific motion is requested for this time; and feedback or direction from the Council will be incorporated into a future draft.

LEGISLATIVE HISTORY/PLANNING COMMISSION REPORT: The Planning Commission reviewed the Staging Plan that was adopted as part of the Comprehensive Plan. The Commission has not conducted aby further review of the Staging Plan since the adoption of the Land Use Plan.

BACKGROUND INFORMATION (SWOT):

Strengths	• A Staging Plan policy document will help clarify the City's review of future development projects that may be proposed in Stage 2 or 3 development areas.
Weaknesses	• Major revisions to the Staging Plan will need to be considered as an amendment to the Comprehensive Plan
Opportunities	• A policy document would help ensure that Staff, developers, and land owners on the same page moving forward concerning the timing of development within the City.
Threats	• None

RECOMMENDATION: Staff is not making any formal recommendation at this time, and is instead seeking Council input on this matter before making any further revisions to the document.

ATTACHMENTS:

1. Growth and Staging Plan Policy Document – DRAFT
2. Development Outlook – May 2015
3. Lake Elmo Staging Plan (from Comprehensive Plan)

City of Lake Elmo
Growth and Staging Plan Policy Document - DRAFT
Prepared by the Lake Elmo Planning Department
Reviewed and Approved by the City Council _____

Introduction and Summary

The City of Lake Elmo adopted a revised Land Use Plan as part of the 2012 update to the City's Comprehensive Plan. This plan included a section on development staging that also addressed the City's commitments under the terms of the Memorandum of Understanding (MOU) with the Met Council. With the recent termination of the MOU and approval of several public improvement and private development projects within the City, the City Council would like to clarify the purpose and intent of the Staging Plan, and to provide clarification concerning the implementation of this plan that was not addressed in the Land Use Plan. This policy document is not intended to replace or amend any existing provisions already adopted as part of the City's Comprehensive Plan.

Purpose and Intent

In order to help the City plan for and manage growth, the Lake Elmo Land Use Plan identifies three primary objectives for the staging plan as follows:

- Identify a logical pattern for future growth based on the amount of land planned for new development and the availability of infrastructure to serve this development
- Give the City additional control over the timing and location of new development to coincide with the City's ability to provide the required services.
- Provide additional opportunities and an official mechanism for the City to be able to plan, budget, and set goals for future development.

One of the tools that was created in order to help accomplish these objectives was a Staging Plan Map for the I-94 corridor planning area. This map identified three distinct phases for future growth and development, but did not link any of these phases to a specific time frame. The plan notes that the City will monitor growth by assessing market conditions, land capacity, and the availability of public infrastructure in order to determine when development may occur in stages subsequent to the first stage. It further includes criterion under which the City would consider allowing development in later stages, including the availability of infrastructure to serve new development and a commitment from developers to pay a proportionate share of the costs to extend services to new areas.

Development Activity

Since the adoption of an updated Land Use Plan, the City has taken action on several land use requests that have extended public services into planned sewered development areas. This activity has included the following projects:

- Constructing sewer and water trunk lines to service development within the Stage 1 planning area.

- Extending a sanitary sewer force main from the I-94 corridor to the Village Planning Area. A part of this project included the construction of a gravity sewer line along the southernmost extension of this project.
- Installing a water trunk line along Lake Elmo Avenue from the Village Planning area to 5th Street.
- Negotiating the location for a future water tower along Inwood Avenue that will service the western portion of the I-94 corridor.
- Approving plans for the construction of the several segments of the 5th Street minor collector road as part of private development projects.
- Constructing sanitary sewer service along 39th Street and south to the railroad right-of-way in the Village Planning Area.
- Working with Washington County on a comprehensive plan for road, sewer, water, and streetscape improvements along Lake Elmo Avenue and other streets in the Village Planning Area.

These public improvement projects, along with supporting private infrastructure investments, have made public services available to most of the Stage 1 planning area and the extreme eastern-most parcels within the Stage 2 planning area.

Policies

With the completion of the public and private development projects listed above and the approval of nearly 2,000 new sewered housing units at a concept level or above, the City Council has indicated that it would like to establish clear policies for managing growth under the terms of the City's approved Comprehensive Plan, including the Staging Plan. The City has also been notified that Lake Elmo's population and household forecasts for 2040 will be lowered from the numbers adopted as part the Comprehensive Plan. These policies are therefore intended to: 1) help the City begin addressing the reduced population forecast numbers that will be adopted as part of the Metropolitan Council 2015 Systems Statement; and 2) help ensure that future growth and development occur in a manner that does not overburden the public or lead to inefficient use of public improvement expenditures.

With these objectives in mind, the City hereby adopts the following policies concerning growth and Staging as specified in the Lake Elmo Comprehensive Plan:

1) Adhere to the Staging Plan as adopted in the Land Use Plan.
    a. Council approval will be required prior to the acceptance of any residential land use applications for development activity within the Stage 3 development area or for any parcels within the Stage 2 development area that are not directly adjacent to Lake Elmo Avenue.
    b. Commercial development projects may be allowed to commence within any Stage provided the project is able to address the "adequate public facilities" provisions as lists below.
2) Clarify the circumstances under which the City will consider accelerating development in Stage 2 or Stage 3.
    a. Commercial development proposals that are able to demonstrate the availability of adequate public facilities may proceed provided the application materials address this issue.

b. Adequate Public Facilities is defined as follows: [*Include Definition*]
c. In considering accelerating development to later stages, the development will be evaluated to assess the public risk from the project. In this case, a public risk will be considered a public cost that is not off-set by a reasonable percentage of taxes or other revenues (including, but not limited to, city exactions, dedications, development or other fees or charges, permits, utility connections, impact fees, etc) that are attributable to the development. Public costs shall include costs incurred or that might reasonably be expected to be incurred in the foreseeable future. (City-wide capital expenditures not solely attributable to the development will not be considered as part of this analysis because the financing of these costs is spread across the entire tax base and paid for by hook-up charges, user fees and similar means)

3) Define the level of activity that will allow development to occur in later stages.
   a. For new development to be allowed beyond Stage 1 or any subsequent stages, at least 65% of the residential lots within the entire development stage must platted as part of a final plat and must have either a structure constructed on them or a building permit issued for the construction of a structure on these lots.
4) Prepare an Interim Comprehensive Plan amendment in advance of the release of the 2015 Systems Statement.
   a. The amendment will address the following:
      i. Reducing the City's population and household forecasts to match the 2015 Systems Statement.
      ii. Considering land use changes along the corridor, and specifically reducing the amount of land guided for HDR, expanding the BP land area, and concentrating MDR and HDR areas around development nodes.
      iii. Revising or eliminating the MOU targets included in the previous plan.
      iv. Updating the Staging Plan to reflect current conditions and the revised population and household forecasts.
5) Consider adoption of an adequate public facilities ordinance to more clearly require compliance with these policies.

Other Strategies

DRAFT

Lake Elmo Development Status - May 15, 2015

Developer	Area	Total Units	Concept	Preliminary	Final	Dev Ag
Lennar	I94	310			x	x
Hunters Crossing	I94	51			x	x
Hammes	I94	163			x	x
Easton Village	OV	217			x	x
Boulder Ponds	I94	162			x	x
Village Preserve	OV	91			x	
Inwood (Hagen) (PUD)	I94	539		x		
Village Park Preserve	OV	104		x		
Wildflower (PUD)	OV	145		x		
Lennar LE Avenue	I94	48	x			
Landucci (Goetschel Farm)	OP	49	x			
Hidden Meadows (Rockpoint)	OP	33		x		
Totals		**1912**	**2**	**4**	**6**	**5**

I94 Units in Pipeline		**1273**
OV Units in Pipeline		**557**
OP Units in Pipeline		**82**
Population Calculation	1919 X 2.5 =	**4780**
Curent Approximate Population		**8100**
Total by 2025		**12880**

Met Council 2040 Population Forecast	**18,200**
Minus 2025 Population Based on 100% Buildout	12,880
Total Available Population Growth for 2040	5320
Total Available Homes for Development (5320/2.5)	**2128**

Financial Forecasting	
SACs + Connection = 1832 X $4000 =	$7,328,000
WACS+Connections = 1912 X $4000 =	$7,648,000
Estimated Home Value X $350,000 =	$669,200,000
Additional Tax Base (x.002)	$1,338,000.00

Comprehensive Plan. The City will also be adopting zoning district standards within the urban residential development areas that will allow the clustering of housing on smaller lots in exchange for the preservation of open space within new developments.

Staging Plan

While **Table 3-C** provides a projected schedule for the construction of new residential and non-residential developments, the City has also adopted a general staging plan within the City's urban growth areas to help ensure that the City is able to deliver the required municipal services and public infrastructure that will be needed to support new development. The infrastructure needed to serve these developing areas is substantial and the staging plan will provide a mechanism for the City to manage this growth and to be able to adequately prepare for the City's future infrastructure needs. The objectives of the staging plan are to:

- Identify a logical pattern for future growth based on the amount of land planned for new development and the availability of infrastructure to serve this development
- Give the City additional control over the timing and location of new development to coincide with the City's ability to provide the required services.

Provide additional opportunities and an official mechanism for the City to be able to plan, budget, and set goals for future development.

The Staging Plan is document as part of **Map 3-4**, and identifies three separate stages for future development without a specific time period attached to these phases. Instead, growth is expected to occur at the rate documented in **Table 3-C**, with each of the stages being developed in the order depicted on the map and further described as follows:

- Stage I: New sewered development located west of Keats Avenue that will connect to the MCES WONE interceptor.
- Stage II: New sewered development located west of Manning Avenue and south of the Forest residential subdivision that will connect to the MCES Cottage Grove Ravine regional interceptor.
- Stage III: All remaining new sewered development south of 10th Street that will connect to the MCES Cottage Grove Ravine regional interceptor.

The City will monitor growth by assessing market conditions, land capacity, and the availability of public infrastructure in order to determine when development may occur in stages subsequent to the first stage. The acceleration of a development in any of the latter stages may be permitted by the City provided it is demonstrated that adequate public infrastructure exists to support this development. The availability of infrastructure and any necessary utility extensions and transportation improvements needed to support new development will be considered in deciding whether or not to open up the next staging area to development. In order to accelerate the development of latter stages, there must be a commitment that the development will pay its proportionate share of the infrastructure costs to extend services to any new development.



I-94 Corridor Development Staging Plan - Lake Elmo, MN

THE CITY OF LAKE ELMO

City of Lake Elmo
7-19-2012
Data Scource:
Washington County, MN

Stage 1
Stage 2
Stage 3

N

0 0.25 0.5 1 Miles

To help ensure that public facilities needed to support new development meet or exceed an acceptable level of service, the City will consider adoption of an adequate facilities ordinance. The primary goals of this ordinance are to: 1) avoid sprawling or leapfrog development that would result in an inefficient use of the City's infrastructure and services, and 2) give priority to development opportunities that do not require the construction of significant extensions of public infrastructure. When developers build on parcels that are not contiguous to areas served by existing infrastructure, there is an expectation that the developer will pay for the added costs to serve non-contiguous development. Non-contiguous development will not be allowed if it would negatively impact the City's financial stability and capacity.

Implementation

The following tasks will be completed by the City to facilitate the implementation of the land use plan.

Zoning Code Update

Planned development within the Old Village and south of 10th Street will introduce development styles and patterns new to the community that cannot be achieved by existing zoning classifications. The zoning code will need to be updated to include new residential, commercial and Business Park districts as needed to ensure the City's vision can be successfully carried out.

- *Creation of Design Standards*

  As a supplement to the new zoning districts, the City will pursue the creation and adoption of specific design standards for areas of new development. Design standards go beyond standard zoning requirements such as area and width to specify required building materials, building articulation, architectural standards, etc. Adoption of design standards sets an overall policy for what development should look like to guide the quality of the built environment towards the community's established vision.

- *Form Based Code*

  Within the Old Village area, the City will consider implementation of a form based code in lieu of standard Euclidian zoning districts. Under a form based code, requirements focus primarily on the built environment and its relation to the public realm rather than on the separation of uses. Form based codes are regulatory, not advisory like typical design standards. Specific standards for public spaces and building forms are adopted directly into code and mandate that future construction achieve the established community vision.

Internal Process Evaluation

A review of procedures for all application types will be undertaken by the City to ensure internal processes are optimized for quick turn-around and minimal delays whenever possible.

Cooperation with Other Government Agencies

The City will reach out to neighboring communities and reviewing agencies to proactively address issues that may impact future development.