

NOTICE OF MEETING

City Council Meeting

Tuesday, July 7, 2015 7:00 P.M.

City of Lake Elmo | 3800 Laverne Avenue North

Agenda

A. Call to Order

B. Pledge of Allegiance

C. Roll Call / Order of Business

D. Approval of Agenda

E. Accept Minutes

1. Approve May 5, 2015 City Council Meeting Minutes

F. Council Reports

G. Presentations/Public Comments/Inquiries

- Sunfish Lake Park Nature Center – Tony Manzara

H. Finance Consent Agenda

2. Approve Payment of Disbursements
3. Accept Finance Report dated May 31, 2015
4. Accept Building Report dated May 31, 2015
5. Section 34 Pressure Reduction Valve Station – Compensating Change Order No. 1
6. Section 34 Pressure Reduction Valve Station – Pay Request No. 3 (FINAL)
7. Production Well No. 4 – Pay Request No. 9
8. Pumphouse No. 4 – Pay Request No. 8 (FINAL)
9. Deputy Clerk PTO Payout

I. Other Consent Agenda

10. Ownership and Maintenance Agreement – 11732 58th St N
11. Encroachment Agreement – 528 Juniper Ct N

J. Regular Agenda

12. Eagle Point Boulevard Street Improvements – Accept Bids and Award Contract; **Resolution No. 2015-55**
13. Water Booster Station – Approve Land Purchase
14. 2015 Bond Rating Report – Moody's
15. Lennar Twin Home Preliminary Plat (Diedrich Property); **Resolution No. 2015-56**
16. Request from Verizon Wireless to Formally Address the Council – Ideal Ave. and Langley Ct. Sites – Lease Agreements
17. Appointment of City Clerk
18. Request to Fund Services for Code Enforcement Case
19. City Clerk Severance Request
20. Council Meeting Decorum (*Fliflet Request*)
21. Interim Ordinance; **Ordinance 08-123** (*Fliflet Request*)
22. Discussion of Old Village Work Group (*Fliflet Request*)

K. Staff Reports and Announcements

L. Adjourn

LAKE ELMO CITY COUNCIL MINUTES
MAY 5, 2015

CITY OF LAKE ELMO
CITY COUNCIL MINUTES
MAY 5, 2015

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

PRESENT: Mayor Mike Pearson and Council Members Fliflet, Smith, Bloyer and Lundgren

Staff present: Finance Director Bendel, City Attorney Snyder, Community Development Director Klatt, City Engineer Griffin, Fire Chief Malmquist, City Administrator Zuleger, and Deputy Clerk Gumatz.

PLEDGE OF ALLIGENCE

APPROVAL OF AGENDA

MOTION: *Council Member Bloyer moved TO APPROVE THE MAY 5, 2015 CITY COUNCIL AGENDA AS AMENDED. Mayor Pearson seconded the motion.*

Council Member Lundgren pulled Item 3 for discussion.

MOTION PASSED 5-0.

MINUTES

The Council discussed changes to the submitted minutes.

THE APRIL 7, 2015 CITY COUNCIL MINUTES WERE APPROVED AS AMENDED BY CONSENSUS.

THE APRIL 14, 2015 SPECIAL CITY COUNCIL MINUTES WERE APPROVED AS AMENDED BY CONSENSUS.

COUNCIL REPORTS:

Mayor Pearson: meetings with staff, sat in on Finance Committee meeting, met with Ginny Holder from Cable Commission regarding Comcast merger.

Council Member Smith: requested to hold her report to end of meeting.

Council Member Fliflet: finance committee meeting regarding downtown street assessments, meetings with staff and citizens, had a meeting with Fire Chief and City Administrator regarding street naming.

Council Member Bloyer: attended Finance Committee meeting, spoke with residents regarding downtown 30th St. issues, commended Lake Jane residents for contributing to fund milfoil treatment, thanked Washington County and DNR for grant to deal with milfoil issue.

Council Member Lundgren: farmers market meeting, location will be in Hagstrom's courtyard, 6 to 7 core members working on farmers market, Adam working on water cooler, spoke with attorney regarding council driven workshop, would like to have environmental work group going in city.

PUBLIC COMMENTS/INQUIRIES

Nate Deprey, Lake Elmo Librarian – Library has expanded its hours on Monday and Wednesday. Now open Monday through Thursday, 10am-8pm. As of May 1, residents no longer need to be reimbursed by the city for a Washington County Library Card. Mr. Deprey also outlined some upcoming programs at the LEPL.

PRESENTATIONS

Lake Elmo Jaycees – presented two donations. One donation to the City and one donation to the Fire Department to purchase two defibrillators.

Stillwater Area School District Bond 2015 – Dennis Bloom, Director of Operations for Stillwater Area Public Schools, gave a presentation regarding Stillwater Area Public Schools bond request.

There was discussion about whether or not the new elementary school would be able to house all the students that may come to Lake Elmo with all the new development. Mr. Bloom stated that their plan allocates for population growth for about the next 10 years.

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First Quarter 2015 Financial Snapshot Report – Finance Director Bendel gave a presentation on the First Quarter 2015 Financials. Actual revenues for the first quarter were 23% below budget. Actual expenditures for the first quarter were 12% below budget. Finance Director Bendel also recapped the Library budget, Streets budget, and the Enterprise Fund.

PROCLAMATION

Mayor Pearson read the PowerUp* and PowerUp 4Kids Week Proclamation.

FINANCE CONSENT AGENDA

2. Approve Payment of Disbursements and Payroll

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

OTHER CONSENT AGENDA

3. ~~Zoning Text Amendment – Freestanding Freeway Signs (Rihm Kenworth); Ordinance 08-119, Resolution No. 2015-29 (4/5 vote required)~~ **pulled for discussion**

4. Downtown Street, Drainage and Utility Improvements – Resolution Restricting Parking along Laverne Avenue and Upper 33rd Street North; Resolution No. 2015-30

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

ITEM 3: ZONING TEXT AMENDMENT – FREESTANDING FREEWAY SIGNS (RIHM KENWORTH); ORDINANCE 08-119, RESOLUTION NO. 2015-29 (4/5 VOTE REQUIRED).

Council Member Lundgren asked why the applicant didn't apply for a Variance. Community Development Director Klatt responded that the applicant felt their request could apply for all properties along I-94 and not just their property and, they are asking that the city go back to the way the code was before the 2013 sign code update. The previous code did allow for larger signs along the I-94 corridor.

There was discussion regarding the gateway corridor coming through this area as well as discussion of the lighting of signs.

Community Development Director Klatt outlined the Planning Commission's reasoning and their recommendation.

MOTION: Council Member Bloyer moved **TO ADOPT ORDINANCE 08-119, AMENDING THE SIGN ORDINANCE TO ALLOW FREEWAY SIGNS ONLY FOR COMMERCIAL PROPERTIES WITHIN CLOSE PROXIMITY TO I-94**. Mayor Pearson seconded the motion.

There was further discussion regarding design standards of signs.

Community Development Director Klatt explained the difference for businesses located on the freeway in regards to speed limit and distance from the road.

Council Member Smith moved the *Previous Question* (4/5 VOTE REQUIRED). **MOTION FAILED 3-2 (PEARSON/BLOYER – NAY).**

Community Development Director Klatt reiterated that because this is an applicant driven request, Council needs to be clear on findings made whether they approve or deny the application. There was further discussion on what findings Council is making.

ORIGINAL MOTION FAILED 2-3 (FLIFLET/SMITH/LUNDGREN – NAY).

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Community Development Director Klatt was instructed to bring back a resolution with findings of fact at a future meeting.

REGULAR AGENDA

ITEM 5: HUNTERS CROSSING 2ND ADDITION FINAL PLAT; RESOLUTION NO. 2015-31, RESOLUTION NO. 2015-32.

Community Development Director Klatt gave a presentation regarding the Hunters Crossing 2nd Addition Final Plat. He noted that Phase 1 final plat has been previously approved. The second phase includes 8.75 acres and 29 single family lots. It was noted that this subdivision is consistent with the preliminary plat. Mr. Klatt also explained that Resolution No. 2015-32 is needed in order to set a public hearing date to consider the vacation of road, drainage and utility easements within the Hunters Crossing plat. Mr. Klatt also went over the 9 conditions of approval as recommended by staff.

There was discussion about there being a Laverne Avenue in this plat, even though it dead ends elsewhere in the city. Community Development Director Klatt explained that the first phase of this development has already been recorded with the county with that street name, and there are also two model homes being built in the development that have addresses assigned. He also explained that having streets that don't follow through like this is not unusual.

MOTION: Council Member Bloyer moved **TO ADOPT RESOLUTION NO. 2015-31, APPROVING THE FINAL PLAT FOR HUNTERS CROSSING 2ND ADDITION INCLUDING 9 CONDITIONS.** Mayor Pearson seconded the motion.

There was further discussion regarding changing the Laverne Avenue street name.

MOTION TO AMEND: Council Member Fliflet moved to amend **TO DIRECT THAT LAVERNE AVENUE NORTH BE RENAMED TO SOMETHING ELSE UNLESS THERE'S SOME SORT OF LEGAL REASON WE CAN'T FOR 1ST AND 2ND ADDITION.** Council Member Lundgren seconded the motion.

There was more discussion regarding street names.

MOTION TO AMEND WAS WITHDRAWN.

ORIGINAL MOTION PASSED 5-0.

MOTION: Council Member Fliflet moved **THAT IF THE STREET DEAD ENDS, SO DOES THE NAME.** Council Member Lundgren seconded the motion.

There was additional discussion regarding street names and what other cities do.

Jim Ogren, 11790 Little Bluestem Court, stated that he doesn't understand why this item has not been put on the agenda. He thinks that many residents would want to weigh in.

Dave Moore, 8680 Stillwater Boulevard, spoke out how the country was originally laid out in a grid system. He also stated that street names stay the same throughout the entire county.

MOTION PASSED 3-2 (PEARSON/BLOYER – NAY).

MOTION: Council Member Bloyer moved **TO APPROVE RESOLUTION NO. 2015-32, A RESOLUTION CALLING FOR A PUBLIC HEARING TO VACATE A PUBLIC ROADWAY AND DRAINAGE AND UTILITY EASEMENTS.** Council Member Smith seconded the motion. **MOTION PASSED 5-0.**

ITEM 6: HUNTERS CROSSING 2ND ADDITION DEVELOPERS AGREEMENT; RESOLUTION NO. 2015-33.

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Community Development Director Klatt stated that this agreement follows the model that has been used for other developments in the city. The overall project will include road and utility improvements. The total cost for the improvements is estimated to be \$1.6 million.

There were general questions from Council regarding the developer agreement.

MOTION: *Council Member Bloyer moved TO ADOPT RESOLUTION NO. 2015-33, APPROVING THE DEVELOPERS AGREEMENT FOR HUNTERS CROSSING 2ND ADDITION. Mayor Pearson seconded the motion. MOTION PASSED 5-0.*

ITEM 7: VILLAGE PRESERVE FINAL PLAT; RESOLUTION NO. 2015-34.

Community Development Director Klatt presented the Village Preserve Final Plat, which has been submitted by Gonyea. This is the first phase of a 91 unit residential subdivision, which is slightly lower than the preliminary plat. Phase 1 is comprised of 25.64 acres and 46 single family lots. All lots would be accessed from Lake Elmo Avenue. Mr. Klatt also outlined the 11 conditions of approval as recommended by staff.

Council Member Lundgren asked about the developer agreement and why it is not also being brought to council at this time. Community Development Director Klatt stated that there are still some issues being worked out. At this time, staff is comfortable moving the plat forward without the developer agreement. Having the developer agreement executed is one of the 11 conditions of approval before the plat can be recorded.

Council Member Fliflet asked if we have 42nd Street elsewhere in the city. It was indicated that there is another 42nd Street in the city. There was discussion about what to rename a numbered street.

MOTION: *Council Member Lundgren moved TO ADOPT RESOLUTION NO. 2015-34, APPROVING THE FINAL PLAT FOR THE FIRST PHASE OF THE VILLAGE PRESERVE RESIDENTIAL SUBDIVISION WITH 11 CONDITIONS OF APPROVAL AND CHANGING THE NAME OF 42ND STREET. Council Member Fliflet seconded the motion. MOTION PASSED 5-0.*

There was discussion regarding the street names of this plat.

ITEM 8: APPROVE SALE OF AERIAL FIRE TRUCK.

Fire Chief Malmquist discussed the sale of the aerial fire truck. The Pound, WI fire department has put in an offer. They have come to look at the truck and put down a deposit.

MOTION: *Council Member Bloyer moved TO APPROVE THE ACCEPTANCE OF THE OFFER TO PURCHASE THE CITY OF LAKE ELMO USED LADDER FIRE TRUCK BY THE POUND FIRE DEPARTMENT IN THE AMOUNT OF \$12,500.00, WITH THE NET PROCEEDS OF \$11,250.00 TO BE USED FOR ADDITIONAL BUILD OUT ENHANCEMENTS TO THE NEW FIRE TRUCK. Council Member Lundgren seconded the motion. MOTION PASSED 5-0.*

ITEM 9: APPROVE HIRING OF TAXPAYER RELATIONS COORDINATOR.

City Administrator Zuleger explained the Taxpayer Relations Coordinator position. Mr. Zuleger stated that these duties are currently being split between the City Clerk, Deputy Clerk, and himself.

Council Member Fliflet asked if hiring and firing authority rested with the Council or Administrator. Attorney Snyder stated that lower level employees are hired and fired by the Administrator subject to advice and consent of the Council.

There was further discussion about the job duties of this position and why it is needed.

Dale Dorschner, 3150 Lake Elmo Avenue, stated that he does not agree with the council's decision. He wants council to support employees and let the administrator do his job.

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Council's direction was to hold off on hiring this position.

NO FORMAL ACTION REQUESTED.

ITEM 10: APPROVE HIRING OF RECEPTIONIST.

As with the Taxpayer Relations Coordinator, council's direction was to hold off on hiring this position.

NO FORMAL ACTION REQUESTED.

Mayor Pearson noted that there will be no more Mayor's corner in *The Source*.

ITEM 11: GROWTH MANAGEMENT STRATEGY PREVIEW.

Council Member Fliflet talked about her reasoning for putting this item on the agenda.

Community Development Director Klatt gave a presentation regarding Growth Management Strategies. Mr. Klatt outlined 3 Growth Management Recommendations: 1) Adhere to Phasing Plan as adopted in the Comprehensive Plan, 2) Draft a "Phasing Plan Policy" document to clarify the city's intent concerning the implementation of this plan, and 3) Begin the process for drafting an interim Comprehensive Plan Amendment for I-94 and rural development areas.

Mr. Klatt also discussed the upcoming 2018 Comprehensive Plan Amendment. There was further discussion regarding the upcoming Comp Plan Amendment.

NO FORMAL ACTION REQUESTED.

STAFF REPORTS AND ANNOUNCEMENTS

Council Member Smith: met with Jack about possible booster station location. Read letter from Richard Smith.

City Administrator Zuleger: worked with Nick, Kyle and Cathy on tax split with Boulder Ponds and Bremer Bank, 5 year financing plan with Washington County for downtown, working with Park Commission on Sanctuary Park, improvements in Pebble Park and their master plan for Tablyn Park this year, worked with MnDEED on paperwork for \$3.5 million bonding money, team building with staff.

Deputy Clerk Gumatz: noted that ISD 834 Special Election is next Tuesday, May 12. Voting takes place at City Hall.

Finance Director Bendel: finance committee meeting last week, audit wrap up, 2015 bonding preparation.

City Attorney Snyder: noted Council Driven Workshop coming up in a few weeks.

Community Development Director Klatt: Washington County Parks Department holding an open house to talk about amendment to the park plan.

Mayor Pearson adjourned meeting at 11:22 pm.

LAKE ELMO CITY COUNCIL

ATTEST:

Mike Pearson, Mayor

Beckie Gumatz, Deputy Clerk



MAYOR & COUNCIL COMMUNICATION

DATE: July 7, 2015
CONSENT
ITEM #2
MOTION

AGENDA ITEM: Approve Disbursements in the amount of \$300,984.10

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: \$292,984.10

SUMMARY AND ACTION REQUESTED: As part of its Consent Agenda, the City Council is asked to approve disbursements in the amount of \$300,984.10. 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	\$ 11,532.05	Payroll Taxes to IRS & MN Dept of Revenue 6/25/2015
ACH	\$ 6,100.38	Payroll Retirement to PERA 6/25/2015
DD6401-DD6428	\$ 28,847.96	Payroll Dated (Direct Deposits) 6/25/2015
42932-42960	\$ 66,013.35	Accounts Payable 6/30/2015
42961-43057	\$ 188,250.36	Accounts Payable 7/07/2015
2734-2737	\$ 240.00	Library Card Reimbursement 7/07/2015
TOTAL	\$ 300,984.10	

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 \$300,984.10.

ATTACHMENTS:

1. Accounts Payable – check registers

Accounts Payable To Be Paid Proof List

User: PattyB

Printed: 06/30/2015 - 2:53 PM

Batch: 010-06-2015

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
CTYROSEV City of Roseville										
220269	06/26/2015	2,951.42	0.00	07/07/2015	Monthly IT - July		-	No		0000
101-410-1450-43180 Information Technology/Web										
220269 Total:										
220390	06/26/2015	2,951.42								
101-410-1320-43210 Telephone		107.64	0.00	07/07/2015	Phones - Admin		-	No		0000
220390	06/26/2015	17.00	0.00	07/07/2015	Phones - Building Inspection		-	No		0000
101-420-2400-43210 Telephone		17.00	0.00	07/07/2015	Phones - Communication		-	No		0000
220390	06/26/2015	17.00	0.00	07/07/2015	Phones - Engineering		-	No		0000
101-410-1450-43210 Telephone		17.00	0.00	07/07/2015	Phones - Finance		-	No		0000
220390	06/26/2015	34.00	0.00	07/07/2015	Phones - Planning		-	No		0000
101-410-1910-43210 Telephone		47.15	0.00	07/07/2015	Phones - PW		-	No		0000
220390	06/26/2015	224.65	0.00	07/07/2015			-	No		0000
101-430-3100-43210 Telephone		464.44								
220390 Total:										
CTYROSEV Total:										
DODGE Dodge Nature Center										
13232	05/05/2015	140.00	0.00	07/07/2015	Outreach program		-	No		0000
206-450-5300-42500 Library Collection Maintenance										
13232 Total:										
DODGE Total:										
NCPERS 566200-NCPERS Minnesota										
5662715	06/23/2015	128.00	0.00	07/07/2015	July Premium		-	No		0000
101-000-0000-21708 Other Benefits										
5662715 Total:										

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
	NCPERS Total:	128.00								
NORMAN Norman James, LLC										
	06/30/2015	3,628.68	0.00	07/07/2015	Tax abatement		-	No		0000
	101-000-0000-31010 Current Ad Valorem Taxes	3,628.68								
	Total:	3,628.68								
	NORMAN Total:	3,628.68								
POSTOFFICE Postmaster										
	06/24/2015	578.88	0.00	07/07/2015	Postage for newsletter		-	No		0000
	101-410-1450-43220 Postage	578.88								
	Total:	578.88								
	POSTOFFICE Total:	578.88								
	Report Total:	7,891.42								

Accounts Payable To Be Paid Proof List

User: PattyB

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Batch: 009-06-2015

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
ALEXAIR Alex Air Apparatus, Inc 27781 06/24/2015 101-420-2220-44040 Repairs/Maint Eqpt 27781 Total: ALEXAIR Total:		735.00 735.00 735.00	0.00	07/07/2015	Annual maintenance		-	No		0000
ALLURE Allure 206-450-5300-42500 Library Collection Maintenance Total: ALLURE Total:	06/17/2015	10.00 10.00 10.00	0.00	07/07/2015	Subscription		-	No		0000
AMAZONIN Amazon Inc 206-450-5300-42500 Library Collection Maintenance 206-450-5300-42000 Office Supplies 206-450-5300-42500 Library Collection Maintenance 206-450-5300-42500 Library Collection Maintenance 206-450-5300-42500 Library Collection Maintenance 206-450-5300-42500 Library Collection Maintenance 206-450-5300-42500 Library Collection Maintenance Total: AMAZONIN Total:	05/10/2015 05/10/2015 05/10/2015 05/10/2015 05/10/2015 05/10/2015 05/10/2015	800.66 118.67 27.49 192.80 457.32 -60.98 1,535.96 1,535.96	0.00 0.00 0.00 0.00 0.00 0.00 0.00	07/07/2015 07/07/2015 07/07/2015 07/07/2015 07/07/2015 07/07/2015 07/07/2015	Adult Books Supplies Audio DVDs JUV Credit memos		- - - - - - -	No No No No No No No		0000 0000 0000 0000 0000 0000 0000
ANCOM ANCOM Communications, Inc. 53731 06/23/2015 410-480-8000-45500 Vehicles 53731 Total:		8,527.00 8,527.00	0.00	07/07/2015	Install radio/intercom in new ladder		-	No		0000

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
ANCOM Total:		8,527.00								
ASPENMI Aspen Mills, Inc.										
166092	06/05/2015	52.95	0.00	07/07/2015	Uniform items for G. Malmquist		-		No	0000
101-420-2220-44170	Uniforms									
166092 Total:		52.95								
ASPENMI Total:		52.95								
BEEHIVE Beehive Industries LLC										
1249	06/23/2015	3,301.00	0.00	07/07/2015	Street License Renewal		-		No	0000
101-430-3120-43180	Software Support									
1249	06/23/2015	3,301.00	0.00	07/07/2015	Water License Renewal		-		No	0000
601-494-9400-43180	Software Support									
1249	06/23/2015	3,301.00	0.00	07/07/2015	Wastewater License Renewal		-		No	0000
602-495-9450-43180	Software Support									
1249	06/23/2015	3,195.00	0.00	07/07/2015	Stormwater License Renewal		-		No	0000
603-496-9500-43180	Software Support									
1249 Total:		13,098.00								
BEEHIVE Total:		13,098.00								
BERKLEY Insurance Trust League of MN Citie										
30168	06/15/2015	8.85	0.00	07/07/2015	Balance due WC 2014		-		No	0000
101-410-1110-41510	Workers Compensation									
30168	06/15/2015	224.43	0.00	07/07/2015	Balance due WC 2014		-		No	0000
101-410-1320-41510	Workers Compensation									
30168	06/15/2015	26.28	0.00	07/07/2015	Balance due WC 2014		-		No	0000
101-410-1450-41510	Workers Compensation									
30168	06/15/2015	124.85	0.00	07/07/2015	Balance due WC 2014		-		No	0000
101-410-1520-41510	Workers Compensation									
30168	06/15/2015	231.50	0.00	07/07/2015	Balance due WC 2014		-		No	0000
101-410-1910-41510	Workers Compensation									
30168	06/15/2015	2,853.79	0.00	07/07/2015	Balance due WC 2014		-		No	0000
101-420-2220-41510	Workers Compensation									
30168	06/15/2015	122.58	0.00	07/07/2015	Balance due WC 2014		-		No	0000
101-420-2400-41510	Workers Compensation									
30168	06/15/2015	2,148.20	0.00	07/07/2015	Balance due WC 2014		-		No	0000
101-430-3100-41510	Workers Compensation									
30168	06/15/2015	986.16	0.00	07/07/2015	Balance due WC 2014		-		No	0000
101-450-5200-41510	Workers Compensation									
30168	06/15/2015	326.49	0.00	07/07/2015	Balance due WC 2014		-		No	0000
601-494-9400-41510	Workers Compensation									
30168	06/15/2015	208.16	0.00	07/07/2015	Balance due WC 2014		-		No	0000
602-495-9450-41510	Workers Compensation									

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
30168	06/15/2015	220.71	0.00	07/07/2015	Balance due WC 2014		-	No		0000
603-496-9500-41510	Workers' Compensation									
	30168 Total:	7,482.00								
	BERKLEY Total:	7,482.00								
<hr/>										
BIFFS Biff's Inc.										
W564271-564280	06/24/2015	826.00	0.00	07/07/2015	Portable Restrooms - Parks		-	No		0000
101-450-5200-44120	Rentals - Buildings									
W564271-564280	Total:	826.00								
	BIFFS Total:	826.00								
<hr/>										
BOLTONME Bolton & Menk, Inc										
0179109	06/17/2015	9,608.00	0.00	07/07/2015	2014.131 39th Street		-	No		0000
602-495-9450-43030	Engineering Services									
	0179109 Total:	9,608.00								
	BOLTONME Total:	9,608.00								
<hr/>										
BUBERL Buberl Black Dirt, Inc										
17173	06/03/2015	64.00	0.00	07/07/2015	Garden mix		-	No		0000
101-430-3120-42240	Street Maintenance Materials									
	17173 Total:	64.00								
	BUBERL Total:	64.00								
<hr/>										
CARDMEMB Cardmember Service										
6182015	06/18/2015	762.94	0.00	07/07/2015	Trees - Arbor Day		-	No		0000
404-480-8000-45300	Improvements Other Than Bldgs									
6182015	06/18/2015	644.60	0.00	07/07/2015	Bench - Sanctuary		-	No		0000
404-480-8000-45300	Improvements Other Than Bldgs									
6182015	06/18/2015	53.51	0.00	07/07/2015	Holiday		-	No		0000
101-420-2220-44300	Miscellaneous									
6182015	06/18/2015	710.00	0.00	07/07/2015	VCOS registration		-	No		0000
101-420-2220-44370	Conferences & Training									
6182015	06/18/2015	26.75	0.00	07/07/2015	Eyewear, first aid kit		-	No		0000
101-420-2400-45800	Equipment									
6182015	06/18/2015	85.28	0.00	07/07/2015	Fuel		-	No		0000
101-420-2400-42120	Fuel, Oil and Fluids									
6182015	06/18/2015	-221.96	0.00	07/07/2015	Hotel reimbursement		-	No		0000
101-410-1320-44300	Miscellaneous									
6182015	06/18/2015	29.00	0.00	07/07/2015	Finance & Commerce		-	No		0000
101-410-1320-44330	Dues & Subscriptions									
6182015	06/18/2015	371.71	0.00	07/07/2015	Water Cooler for City Hall		-	No		0000
101-410-1940-42230	Building Repair Supplies									

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
6182015	06/18/2015	6.35	0.00	07/07/2015	Keys/supplies		-		No	0000
101-410-1940-42230	Building Repair Supplies									
	6182015 Total:	2,468.18								
	CARDMEMB Total:	2,468.18								
CARQUEST Car Quest Auto Parts										
2055-349810	06/02/2015	9.75	0.00	07/07/2015	Wire		-		No	0000
101-430-3100-42150	Shop Materials									
	2055-349810 Total:	9.75								
2055-349981	06/04/2015	19.20	0.00	07/07/2015	Parts		-		No	0000
101-450-5200-42210	Equipment Parts									
	2055-349981 Total:	19.20								
2142-303133	06/08/2015	38.14	0.00	07/07/2015	Bobcat trailer parts		-		No	0000
101-430-3120-42210	Equipment Parts									
	2142-303133 Total:	38.14								
	CARQUEST Total:	67.09								
CENTPOW Century Power Equipment										
659834	06/11/2015	3.84	0.00	07/07/2015	Parts		-		No	0000
101-450-5200-42210	Equipment Parts									
	659834 Total:	3.84								
	CENTPOW Total:	3.84								
CENTURYL CenturyLink										
06192015	06/19/2015	128.20	0.00	07/07/2015	Phone - Library		-		No	0000
206-450-5300-43210	Telephone									
06192015	06/19/2015	44.93	0.00	07/07/2015	Internet - Library		-		No	0000
206-450-5300-43250	Internet									
	06192015 Total:	173.13								
	CENTURYL Total:	173.13								
COLDWELL Coldwell Banker Commercial										
40351	06/16/2015	3,915.28	0.00	07/07/2015	New AC unit		-		No	0000
206-450-5300-44010	Repairs/Maint Bldg									
	40351 Total:	3,915.28								
	COLDWELL Total:	3,915.28								
DEPREY Deprey Nate										
	06/01/2015	31.18	0.00	07/07/2015	Program supplies		-		No	0000
206-450-5300-42500	Library Collection Maintenance									

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
206-450-5300-42500	06/01/2015 Library Collection Maintenance Total: DEPREY Total:	62.00 93.18 93.18	0.00	07/07/2015	Program prizes		-	No		0000
DONALDSA Donald Salverda & Associates P-1504-2B 101-410-1320-44350	06/17/2015 Books P-1504-2B Total: DONALDSA Total:	60.95 60.95 60.95	0.00	07/07/2015	Books		-	No		0000
DWINC D.W. INC. 210552 101-420-2220-44040	06/09/2015 Repairs/Maint Eqpt 210552 Total: DWINC Total:	144.99 144.99 144.99	0.00	07/07/2015	Repair floating pump and generator		-	No		0000
E.G.RUD E.G. Rud & Sons, Inc. 30875 404-480-8000-43050	06/04/2015 Other Park Ded Prof Services 30875 Total: E.G.RUD Total:	776.75 776.75 776.75	0.00	07/07/2015	Carriage Station revisions		-	No		0000
ECMPUBLI ECM Publishers, Inc 229534 101-430-3100-44300	06/14/2015 Miscellaneous 229534 101-450-5200-44300	116.55 116.55 233.10 116.55	0.00	07/07/2015	Help wanted ads		-	No		0000
229534 101-430-3100-44300	06/14/2015 Miscellaneous 229534 Total: 231700 101-430-3100-44300	116.55 116.55 233.10 466.20	0.00	07/07/2015	Help wanted ads		-	No		0000
231700 101-450-5200-44300	06/21/2015 Miscellaneous 231700 Total: ECMPUBLI Total:	116.55 233.10 466.20	0.00	07/07/2015	Help wanted ads		-	No		0000
EJ-BBJOR Bjorkman Barb 101-410-1410-41030	06/29/2015 Part-time Salaries Total:	80.00 80.00	0.00	07/07/2015	Special Election 5/12/15		-	No		0000

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
EJ-BBJOR Total:		80.00								
EJ-BSCHU Schumacher Bob										
06/29/2015		80.00	0.00	07/07/2015	Special Election 5/12/15		-		No	0000
101-410-1410-41030 Part-time Salaries		80.00								
Total:		80.00								
EJ-BSCHU Total:		80.00								
EJ-BWACK Wacker Bill										
06/29/2015		75.00	0.00	07/07/2015	Special Election 5/12/15		-		No	0000
101-410-1410-41030 Part-time Salaries		75.00								
Total:		75.00								
EJ-BWACK Total:		75.00								
EJ-CARJA Carlson Janet										
06/29/2015		75.00	0.00	07/07/2015	Special Election 5/12/15		-		No	0000
101-410-1410-41030 Part-time Salaries		75.00								
Total:		75.00								
EJ-CARJA Total:		75.00								
EJ-CARLJ Carlson James										
06/29/2015		80.00	0.00	07/07/2015	Special Election 5/12/15		-		No	0000
101-410-1410-41030 Part-time Salaries		80.00								
Total:		80.00								
EJ-CARLJ Total:		80.00								
EJ-JALLE Allen Jim										
06/29/2015		181.50	0.00	07/07/2015	Special Election 5/12/15		-		No	0000
101-410-1410-41030 Part-time Salaries		181.50								
Total:		181.50								
EJ-JALLE Total:		181.50								
EJ-JKIEG Kiefner Jan										
06/29/2015		75.00	0.00	07/07/2015	Special Election 5/12/15		-		No	0000
101-410-1410-41030 Part-time Salaries		75.00								
Total:		75.00								
EJ-JKIEG Total:		75.00								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
EJ-JKRUE Krueger Jan	06/29/2015	75.00	0.00	07/07/2015	Special Election 5/12/15		-		No	0000
101-410-1410-41030 Part-time Salaries	Total:	75.00								
EJ-JKRUE Total:		75.00								
EJ-JROTH Roth Jim	06/29/2015	75.00	0.00	07/07/2015	Special Election 5/12/15		-		No	0000
101-410-1410-41030 Part-time Salaries	Total:	75.00								
EJ-JROTH Total:		75.00								
EJ-LINDB Lindberg Margitta	06/29/2015	75.00	0.00	07/07/2015	Special Election 5/12/15		-		No	0000
101-410-1410-41030 Part-time Salaries	Total:	75.00								
EJ-LINDB Total:		75.00								
EJ-LWAGN Wagner Linda	06/29/2015	80.00	0.00	07/07/2015	Special Election 5/12/15		-		No	0000
101-410-1410-41030 Part-time Salaries	Total:	80.00								
EJ-LWAGN Total:		80.00								
EJ-MDARM Menendez Armando	06/29/2015	75.00	0.00	07/07/2015	Special Election 5/12/15		-		No	0000
101-410-1410-41030 Part-time Salaries	Total:	75.00								
EJ-MDARM Total:		75.00								
EJ-MENEL Menendez Ella	06/29/2015	80.00	0.00	07/07/2015	Special Election 5/12/15		-		No	0000
101-410-1410-41030 Part-time Salaries	Total:	80.00								
EJ-MENEL Total:		80.00								
EJ-MGRUN Grunden Mary	06/29/2015	75.00	0.00	07/07/2015	Special Election 5/12/15		-		No	0000
101-410-1410-41030 Part-time Salaries	Total:	75.00								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
EJ-MGRUN Total:		75.00								
EJ-NHANS Hansen Nancy										
06/29/2015										
101-410-1410-41030	Part-time Salaries	80.00	0.00	07/07/2015	Special Election 5/12/15		-		No	0000
Total:		80.00								
EJ-NHANS Total:		80.00								
EJ-PODON O'Donnell Pat										
06/29/2015										
101-410-1410-41030	Part-time Salaries	80.00	0.00	07/07/2015	Special Election 5/12/15		-		No	0000
Total:		80.00								
EJ-PODON Total:		80.00								
EJ-PPAUL Paulson Phyllis										
06/29/2015										
101-410-1410-41030	Part-time Salaries	75.00	0.00	07/07/2015	Special Election 5/12/15		-		No	0000
Total:		75.00								
EJ-PPAUL Total:		75.00								
EJ-ROTHJ Roth Janice										
06/29/2015										
101-410-1410-41030	Part-time Salaries	80.00	0.00	07/07/2015	Special Election 5/12/15		-		No	0000
Total:		80.00								
EJ-ROTHJ Total:		80.00								
EJ-SDURA Durand Shirley										
06/29/2015										
101-410-1410-41030	Part-time Salaries	80.00	0.00	07/07/2015	Special Election 5/12/15		-		No	0000
Total:		80.00								
EJ-SDURA Total:		80.00								
EJ-SLING Slinger Donald										
06/29/2015										
101-410-1410-41030	Part-time Salaries	80.00	0.00	07/07/2015	Special Election 5/12/15		-		No	0000
Total:		80.00								
EJ-SLING Total:		80.00								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
EJ-VAND VanDemmeltraadt Gloria 06/29/2015 101-410-1410-41030 Part-time Salaries Total: EJ-VAND Total:		25.00 25.00 25.00	0.00	07/07/2015	Special Election 5/12/15		-	No		0000
EJ-WACKE Wacker Sallyann 06/29/2015 101-410-1410-41030 Part-time Salaries Total: EJ-WACKE Total:		80.00 80.00 80.00	0.00	07/07/2015	Special Election 5/12/15		-	No		0000
EJ-WHIRS Hirsch Wil 06/29/2015 101-410-1410-41030 Part-time Salaries Total: EJ-WHIRS Total:		75.00 75.00 75.00	0.00	07/07/2015	Special Election 5/12/15		-	No		0000
EJ-WLOOS Loos Wendy 06/29/2015 101-410-1410-41030 Part-time Salaries Total: EJ-WLOOS Total:		75.00 75.00 75.00	0.00	07/07/2015	Special Election 5/12/15		-	No		0000
EMERGAUT Emergency Automotive Tech, Inc 23759 06/03/2015 101-420-2220-44040 Repairs/Maint Eqpt 23759 Total: EMERGAUT Total:		325.75 325.75 325.75	0.00	07/07/2015	Replace siren speaker CV2		-	No		0000
EMERGRES Emergency Response Solutions 4301 06/11/2015 410-480-8000-45500 Vehicles 4301 Total: 4317 06/16/2015 101-420-2220-42400 Small Tools & Equipment 4317 Total: 4359 06/18/2015 410-480-8000-45500 Vehicles 4359 Total:		48.11 48.11 595.00 595.00 468.74 468.74	0.00 0.00 0.00 0.00	07/07/2015 07/07/2015 07/07/2015 07/07/2015	Tools for new ladder Foam for new ladder Equipment for new ladder		- - - -	No No No No		0000 0000 0000 0000

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close PO Line #
EMERGREGS Total:		1,111.85								
FERGUSON Ferguson Waterworks, Inc #2516										
143203	06/11/2015	773.42	0.00	07/07/2015	Water meters		-			0000
601-494-9400-42300	Water Meters & Supplies								No	
143203 Total:		773.42								
FERGUSON Total:		773.42								
GEISLING Geislinger & Sons, INC										
Pay Req 3	06/22/2015	4,555.00	0.00	07/07/2015	2013.126 Section 34 Pressure Station		-		No	0000
601-494-9400-43030	Engineering Services									
Pay Req 3 Total:		4,555.00								
GEISLING Total:		4,555.00								
GKSERVIC G&K Services										
1182131972	06/03/2015	36.84	0.00	07/07/2015	Uniforms		-		No	0000
101-430-3100-44170	Uniforms									
1182131972 Total:		36.84								
1182143290	06/10/2015	36.84	0.00	07/07/2015	Uniforms		-		No	0000
101-430-3100-44170	Uniforms									
1182143290 Total:		36.84								
1182154768	06/17/2015	36.84	0.00	07/07/2015	Uniforms		-		No	0000
101-430-3100-44170	Uniforms									
1182154768 Total:		36.84								
GKSERVIC Total:		110.52								
GRAPHICR Graphic Resources Inc										
52410	06/11/2015	239.00	0.00	07/07/2015	Invoice paper		-		No	0000
601-494-9400-42030	Printed Forms									
52410	06/11/2015	239.00	0.00	07/07/2015	Invoice paper		-		No	0000
603-496-9500-42030	Printed Forms									
52410 Total:		478.00								
52415	06/12/2015	528.00	0.00	07/07/2015	Clean up day postcard		-		No	0000
101-430-3100-44380	Clean-up Days									
52415 Total:		528.00								
GRAPHICR Total:		1,006.00								
GREATAM Great America Financial										
17131968	06/15/2015	480.05	0.00	07/07/2015	Copier maintenance		-		No	0000
101-410-1940-44040	Repairs/Maint Contractual Eqpt									
17131968 Total:		480.05								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
GREATAM Total:		480.05								
HOLIDAYC Holiday Credit Office										
06/15/2015										
101-420-2220-42120	Fuel, Oil and Fluids	262.20	0.00	07/07/2015	Fuel		-	No		0000
Total:		262.20								
HOLIDAYC Total:		262.20								
HYDRO Hydromethods										
06/11/2015										
201506514	Developer Payments	765.00	0.00	07/07/2015	Inwood Stormwater Review		-	No		0000
803-000-0000-22910		765.00								
201506514 Total:		270.00								
201506515	Developer Payments	270.00	0.00	07/07/2015	Boulder Ponds Stormwater Review		-	No		0000
803-000-0000-22910		270.00								
201506515 Total:		1,035.00								
HYDRO Total:										
JOHNSON & Johnson & Turner Attorneys										
06/08/2015										
42794	Prosecution	4,512.50	0.00	07/07/2015	Prosecution		-	No		0000
101-420-2150-43045		4,512.50								
42794 Total:		15.00								
42900	Library	15.00	0.00	07/07/2015	Library		-	No		0000
206-450-5300-43040		15.00								
42900 Total:		1,560.00								
42934	Wildflower	1,560.00	0.00	07/07/2015	Wildflower		-	No		0000
803-000-0000-22910		1,560.00								
42934 Total:		617.50								
42937	Burgess Matter	617.50	0.00	07/07/2015	Burgess Matter		-	No		0000
101-410-1320-43040		617.50								
42937 Total:		617.50								
42990	Village Preserve	470.00	0.00	07/07/2015	Village Preserve		-	No		0000
803-000-0000-22910		470.00								
42990 Total:		162.50								
43108	3M matter	162.50	0.00	07/07/2015	3M matter		-	No		0000
601-494-9400-43040		162.50								
43108 Total:		150.00								
43110	Easton Village	150.00	0.00	07/07/2015	Easton Village		-	No		0000
803-000-0000-22910		150.00								
43110 Total:		250.00								
43111	Ryland/Hammes	250.00	0.00	07/07/2015	Ryland/Hammes		-	No		0000
803-000-0000-22910		250.00								
43111 Total:										

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
43112	06/08/2015	117.00	0.00	07/07/2015	Eagle Point Blvd		-		No	0000
101-410-1320-43040	Legal Services									
	43112 Total:	117.00								
43113	06/08/2015	2,992.50	0.00	07/07/2015	Hans Hagen		-		No	0000
803-000-0000-22910	Developer Payments									
	43113 Total:	2,992.50								
43114	06/08/2015	1,300.00	0.00	07/07/2015	Boulder Ponds		-		No	0000
803-000-0000-22910	Developer Payments									
	43114 Total:	1,300.00								
43115	06/08/2015	7,984.50	0.00	07/07/2015	Civil Matters		-		No	0000
101-410-1320-43040	Legal Services									
	43115 Total:	7,984.50								
	JOHNSON& Total:	20,131.50								
<hr/>										
KAMCO Kamco, Corp										
06/22/2015		8,000.00	0.00	07/07/2015	Sunfish Lake Park - tree removal		-		No	0000
404-480-8000-44030	Repairs/Maint Imp Not Bldgs									
	Total:	8,000.00								
	KAMCO Total:	8,000.00								
<hr/>										
kathfuel Kath Fuel Oil Service Co										
512860	06/02/2015	1,066.22	0.00	07/07/2015	Fuel		-		No	0000
101-430-3100-42120	Fuel, Oil and Fluids									
	512860 Total:	1,066.22								
	kathfuel Total:	1,066.22								
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KEUHN Keuhn Michelle										
06/24/2015		49.00	0.00	07/07/2015	Overpayment 05-00028780-00-9		-		No	0000
603-000-0000-37100	Surface Water Utility Sales									
	Total:	49.00								
	KEUHN Total:	49.00								
<hr/>										
KEYSWELL Keys Well Drilling Company										
Pay No 9	06/30/2015	4,047.00	0.00	07/07/2015	2013.125 Production Well No 4		-		No	0000
601-494-9400-43030	Engineering Services									
	Pay No 9 Total:	4,047.00								
	KEYSWELL Total:	4,047.00								
<hr/>										
KINGK King Kassidy										
Cable Oper	06/22/2015	55.00	0.00	07/07/2015	PC 6/22/15		-		No	0000
101-410-1450-43620	Cable Operations									

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
Cable Oper Total: 55.00										
KINGK Total: 55.00										
LARSON Larson Diesel Service, Corp										
150527002	05/27/2015	31.50	0.00	07/07/2015	Oil sample kits		-		No	0000
101-430-3120-42240	Street Maintenance Materials									
150527002 Total: 31.50										
LARSON Total: 31.50										
Libraryl Library Ideas										
45230	03/31/2015	8.50	0.00	07/07/2015	freeding as you go		-		No	0000
206-450-5300-42500	Library Collection Maintenance									
45230 Total: 8.50										
46149	05/31/2015	0.50	0.00	07/07/2015	freeding as you go		-		No	0000
206-450-5300-42500	Library Collection Maintenance									
46149 Total: 0.50										
Libraryl Total: 9.00										
Lillie Newspapers Inc. Lillie Suburban										
191272	06/15/2015	244.00	0.00	07/07/2015	Help wanted ads		-		No	0000
101-430-3100-44300	Miscellaneous									
06/15/2015										
101-450-5200-44300	Miscellaneous	244.00	0.00	07/07/2015	Help wanted ads		-		No	0000
Total: 488.00										
Lillie Total: 488.00										
LTG PWR L.T.G. Power Equipment										
191272	06/19/2015	120.83	0.00	07/07/2015	Parts - 2 Master		-		No	0000
101-450-5200-42210	Equipment Parts									
191272 Total: 120.83										
LTG PWR Total: 120.83										
MANUFACT Manufactured Housing Special.										
2015-221	06/08/2015	250.00	0.00	07/07/2015	Escrow Release 255 Cimarron		-		No	0000
803-000-0000-22900	Deposits Payable									
2015-221 Total: 250.00										
2015-223	06/08/2015	250.00	0.00	07/07/2015	Escrow Release 416 Cimarron		-		No	0000
803-000-0000-22900	Deposits Payable									
2015-223 Total: 250.00										

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close PO Line #
MANUFACT Total:		500.00								
MARIECL Marie Claire										
206-450-5300-42500	06/17/2015 Library Collection Maintenance	12.00	0.00	07/07/2015	Subscription		-	No		0000
Total:		12.00								
MARIECL Total:		12.00								
MARONEYS Maroney's Sanitation, Inc										
579907	06/05/2015	112.94	0.00	07/07/2015	City Hall - Trash		-	No		0000
101-410-1940-43840	Refuse									
579907	06/05/2015	49.71	0.00	07/07/2015	Fire -		-	No		0000
101-420-2220-43840	Refuse									
579907	06/05/2015	216.67	0.00	07/07/2015	PW		-	No		0000
101-430-3100-43840	Refuse									
579907	06/05/2015	216.67	0.00	07/07/2015	Fire		-	No		0000
101-420-2220-43840	Refuse									
579907	06/05/2015	49.89	0.00	07/07/2015	Library		-	No		0000
206-450-5300-43840	Refuse									
579907 Total:		645.88								
MARONEYS Total:		645.88								
MENARDSO Menards - Oakdale										
78112	06/01/2015	27.58	0.00	07/07/2015	Shop supplies		-	No		0000
101-430-3100-42150	Shop Materials									
78113	06/01/2015	27.58								
101-430-3100-42150	Shop Materials	36.97	0.00	07/07/2015	Shop supplies		-	No		0000
78728	06/08/2015	36.97								
101-450-5200-42250	Landscaping Materials	19.00	0.00	07/07/2015	Landscape		-	No		0000
79166	06/12/2015	19.00								
101-450-5200-42250	Landscaping Materials	35.32	0.00	07/07/2015	Landscape		-	No		0000
79557	06/17/2015	35.32								
410-480-8000-45500	Vehicles	52.71	0.00	07/07/2015	Equipment for new ladder truck		-	No		0000
79648	06/01/2015	52.71								
101-450-5200-42250	Landscaping Materials	43.75	0.00	07/07/2015	Landscape materials		-	No		0000
79690	06/18/2015	43.75								
101-430-3100-42150	Shop Materials	42.93	0.00	07/07/2015	Shop supplies		-	No		0000

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
79690 Total: 42.93 MENARDSO Total: 258.26										
MES Municipal Emergency Svs. Inc. 00638107SNV 06/04/2015 101-420-2220-42400 Small Tools & Equipment 00638107SNV Total: 340.88 00643442SNV 06/22/2015 101-420-2220-42400 Small Tools & Equipment 00643442SNV Total: 125.35 MES Total: 466.23										
MIDLIVIN Midwest Living 06/17/2015 206-450-5300-42500 Library Collection Maintenance Total: 11.98 MIDLIVIN Total: 11.98										
MNPUMP Minnesota Pump Works 7238 06/19/2015 601-494-9400-42400 Small Tools & Minor Equipment 7238 Total: 3,803.00 MNPUMP Total: 3,803.00										
NIEBUR Niebur Tractor & Equipment 01-43890 06/04/2015 101-450-5200-42210 Equipment Parts 01-43890 Total: 16.03 NIEBUR Total: 16.03										
NYTIMES THE NEW YORK TIMES 890168271 05/17/2015 206-450-5300-42500 Library Collection Maintenance 890168271 Total: 213.60 NYTIMES Total: 213.60										
PERFORPO Performance Pools & Spa, Inc 2014-332 06/23/2015 803-000-0000-22900 Deposits Payable 2014-332 Total: 500.00										

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
PERFORPO Total:		500.00								
PINKY Pinky's Sewer Service, Inc.										
72197	06/01/2015	100.00	0.00	07/07/2015	Pumped 2 tanks		-		No	0000
206-450-5300-44010 Repairs/Maint Bldg										
72197 Total:		100.00								
73731	06/15/2015	100.00	0.00	07/07/2015	Pumped 2 tanks		-		No	0000
206-450-5300-44010 Repairs/Maint Bldg										
73731 Total:		100.00								
PINKY Total:		200.00								
PIONEER Pioneer Press										
515520397	06/08/2015	344.10	0.00	07/07/2015	Public Hearing Notice 5/16		-		No	0000
101-410-1450-43510 Public Notices										
515520397	06/08/2015	851.70	0.00	07/07/2015	City Notice 5/20		-		No	0000
101-410-1320-43510 Legal Publishing										
515520397	06/08/2015	565.00	0.00	07/07/2015	City Notice 5/20		-		No	0000
101-410-1320-43510 Legal Publishing										
515520397 Total:		1,760.80								
PIONEER Total:		1,760.80								
RCM RCM Specialties, Inc										
4929	06/02/2015	307.50	0.00	07/07/2015	Emulsion		-		No	0000
101-430-3120-42240 Street Maintenance Materials										
4929 Total:		307.50								
4948	06/12/2015	274.50	0.00	07/07/2015	Emulsion		-		No	0000
101-430-3120-42240 Street Maintenance Materials										
4948 Total:		274.50								
4951	06/15/2015	319.25	0.00	07/07/2015	Emulsion		-		No	0000
101-430-3120-42240 Street Maintenance Materials										
4951 Total:		319.25								
4965	06/23/2015	296.50	0.00	07/07/2015	Emulsion		-		No	0000
101-430-3120-42240 Street Maintenance Materials										
4965 Total:		296.50								
RCM Total:		1,197.75								
READYWAT Ready Watt Electric										
99318	06/25/2015	3,745.00	0.00	07/07/2015	Warning siren repair, annual maintenance		-		No	0000
101-420-2500-43150 Contract Services										
99318 Total:		3,745.00								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
READYWAT Total:		3,745.00								
SAFEFAST Safe-Fast, Inc.										
154264	06/10/2015	278.82	0.00	07/07/2015	Safety vests		-		No	0000
101-430-3100-44170	Uniforms									
154264	06/10/2015	-16.88	0.00	07/07/2015	Apply credit memo		-		No	0000
101-430-3100-44170	Uniforms									
154264 Total:		261.94								
SAFEFAST Total:		261.94								
SENSUS SENSUS USA										
ZAI5001463	05/21/2015	1,570.34	0.00	07/07/2015	System Support Renewal 7/10/15-7/10/16		-		No	0000
601-494-9400-42300	Water Meters & Supplies									
ZAI5001463 Total:		1,570.34								
SENSUS Total:		1,570.34								
SPRINT SPRINT										
761950227-147	06/19/2015	66.54	0.00	07/07/2015	Cell phones - admin		-		No	0000
101-410-1940-43210	Telephone									
761950227-147	06/19/2015	228.84	0.00	07/07/2015	Cell phones - fire		-		No	0000
101-420-2220-43210	Telephone									
761950227-147	06/19/2015	48.66	0.00	07/07/2015	Cell phones - building		-		No	0000
101-420-2400-43210	Telephone									
761950227-147	06/19/2015	88.25	0.00	07/07/2015	Cell phones - PW		-		No	0000
101-430-3100-43210	Telephone									
761950227-147	06/19/2015	91.65	0.00	07/07/2015	Cell phones - Parks		-		No	0000
101-450-5200-43210	Telephone									
761950227-147	06/19/2015	55.82	0.00	07/07/2015	Cell phones - Taxpayer Services		-		No	0000
101-410-1450-43210	Telephone									
761950227-147	06/19/2015	17.58	0.00	07/07/2015	Cell phones - PLanning		-		No	0000
101-410-1910-43210	Telephone									
761950227-147 Total:		597.34								
SPRINT Total:		597.34								
STARTRIB Star Tribune										
11239973	05/10/2015	184.86	0.00	07/07/2015	Subscription		-		No	0000
206-450-5300-42500	Library Collection Maintenance									
11239973 Total:		184.86								
STARTRIB Total:		184.86								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close PO Line #
STLIBRAR Stillwater Public Library										
206-450-5300-44300 Miscellaneous	06/02/2015	960.00	0.00	07/07/2015	Library Card Reimbursement		-		No	0000
Total:		960.00								
STLIBRAR Total:		960.00								
SWENSON Swenson Julene										
206-450-5300-44300 Miscellaneous	06/17/2015	52.34	0.00	07/07/2015	Program supplies		-		No	0000
Total:		52.34								
SWENSON Total:		52.34								
TASCH T.A. Schifsky & Sons Inc										
58102	06/09/2015	169.63	0.00	07/07/2015	Asphalt		-		No	0000
101-430-3120-42240 Street Maintenance Materials										
58102 Total:		169.63								
58195	06/25/2015	144.90	0.00	07/07/2015	Asphalt		-		No	0000
101-430-3120-42240 Street Maintenance Materials										
58195 Total:		144.90								
TASCH Total:		314.53								
TENNISRO Tennis Roll Off, LLC										
1407903	06/13/2015	5,035.82	0.00	07/07/2015	Clean up day		-		No	0000
101-430-3100-44380 Clean-up Days										
1407903 Total:		5,035.82								
TENNISRO Total:		5,035.82								
TESSMAN Tessman Company Corp										
Credit	06/11/2015	-54.00	0.00	07/07/2015	Credit memo		-		No	0000
101-450-5200-42160 Chemicals										
Credit Total:		-54.00								
S216462-IN	06/11/2015	433.18	0.00	07/07/2015	Chemicals		-		No	0000
101-450-5200-42160 Chemicals										
S216462-IN Total:		433.18								
TESSMAN Total:		379.18								
TKDA TKDA, Inc.										
002015001649	06/10/2015	359.10	0.00	07/07/2015	Records & Data		-		No	0000
101-410-1930-43030 Engineering Services										
002015001649 Total:		359.10								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
002015001712	06/15/2015	21,708.11	0.00	07/07/2015	2015.120 Eagle Point Blvd		-		No	0000
602-495-9450-43030	Engineering Services									
	002015001712 Total:	21,708.11								
	TKDA Total:	22,067.21								
TOOLGUY The Tool Guy, LLC										
5503	06/16/2015	328.95	0.00	07/07/2015	Power Probe		-		No	0000
101-430-3100-42400	Small Tools & Minor Equipment									
	5503 Total:	328.95								
	TOOLGUY Total:	328.95								
TOTALMEC Total Mechanical Services, Inc										
Pay Req 8	05/28/2015	38,252.06	0.00	07/07/2015	2013.132 Pumphouse 4		-		No	0000
601-494-9400-43030	Engineering Services									
	Pay Req 8 Total:	38,252.06								
	TOTALMEC Total:	38,252.06								
WASH-REC Washington County										
4026427	06/04/2015	46.00	0.00	07/07/2015	Agreement Recording Doc		-		No	0000
101-410-1320-42030	Printed Forms									
	4026427 Total:	46.00								
	WASH-REC Total:	46.00								
WASHLIB Washington County Library										
06/08/2015		1,245.00	0.00	07/07/2015	Library Card Reimbursements		-		No	0000
206-450-5300-44300	Miscellaneous									
	Total:	1,245.00								
	WASHLIB Total:	1,245.00								
Whiteani White Anita										
Cable oper	06/17/2015	55.00	0.00	07/07/2015	CCM 6/16/15		-		No	0000
101-410-1450-43620	Cable Operations									
	Cable oper Total:	55.00								
	Whiteani Total:	55.00								
	Report Total:	180,358.94								

Accounts Payable To Be Paid Proof List

User: PattyB
 Printed: 07/01/2015 - 8:27 AM
 Batch: 001-07-2015

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
CTYOAKDA City of Oakdale										
May -15	06/30/2015	8,000.00	0.00	06/30/2015	New Water Connections - May 2015		-			0000
601-000-0000-20803 WAC due Oakdale										
May -15 Total:		8,000.00								
CTYOAKDA Total:		8,000.00								
Report Total:		8,000.00								

MAYOR & COUNCIL COMMUNICATION

DATE: July 7, 2015
**CONSENT
ITEM
MOTION** #3

AGENDA ITEM: May 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 May 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 May 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 47% above budget for the month bringing the year to date total revenue to 2.5% below budget. The most significant budget to actual revenue variances are as follows:

- Building Permit revenue was 16.6% above budget for the month and 35.9% 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 June is 1/12th of the total budgeted for the year. This represents 18 new home starts in May compared to the budgeted 11 new home starts per month. The year to date new home starts is at 38, of which 5 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 May.
- Utility Permit revenue for the month was 113% above budget due to the new development activity generating more permit revenue than budgeted.
- Cable Franchise revenue for the month was 51% above budget due to the Cable Commission refunding Lake Elmo's proportionate share of the excess fees collected.
- Zoning and permit revenue was far above budget May due to only minimal zoning permit revenue having been budgeted for 2015.

Expenses:

Total expenses for the month were 6.3% more than budgeted bringing the year to date expenses to 4.1% less than budget. All departments continue to manage to the bottom line.

The following summarizes variances of note:

General:

- 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 7% higher than budget for the month and the majority of the cost increase is covered by fine revenue.
- Building Inspection – The building inspection expenses are 43.5% 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.

In summary, as discussed during the 2015 budget process, expenses are being closely monitored until the development ramps up to cover growth driven expenses. Year to date actual expenses continue to be less than budgeted and the net income through May is 5% better than 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 May were 24.5% less than budget primarily due to not spending as much on library collection maintenance as budgeted. On a year to date basis, expenses were 19.8% less than budget.

On a net income basis, the May results are 26.9% better than budgeted and on a year to date basis are 21% better than budgeted.

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

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

ATTACHMENT:

1. May Financial Reports

7/7/2015

[illegible]

		MONTH				YTD			
		BUDGET		ACTUAL		BUDGET		ACTUAL	
		Month	Month	Month	Month	YTD	YTD	YTD	YTD
DEPT 430 - PUBLIC WORKS									
Total Public Works	380,195.00	25,757.69	18,800.81	6,956.88	27.01%	172,799.81	153,752.62	19,047.19	11.02%
Total Streets	222,578.00	4,760.00	30,078.92	(25,318.92)	-531.91%	12,300.00	33,149.12	(20,849.12)	-169.51%
Total Ice & Snow Removal	95,500.00	1,350.00	214.00	1,136.00	84.15%	51,250.00	33,564.47	17,685.53	34.51%
Total Street Lighting	28,000.00	2,350.00	1,078.59	1,271.41	54.10%	11,750.00	9,257.96	2,492.04	21.21%
Total Recycling	9,500.00	500.00	0.00	500.00	100.00%	4,250.00	0.00	4,250.00	100.00%
Total Tree Program	6,000.00	500.00	0.00	500.00	100.00%	2,500.00	0.00	2,500.00	100.00%
Total Public Works	741,773.00	35,217.69	50,172.32	(14,954.63)	-42.46%	254,849.81	229,734.17	25,125.64	9.86%
DEPT 450 - CULTURE, RECREATION									
Total Parks & Recreation	153,028.00	11,310.74	18,972.46	(7,661.72)	-67.74%	68,683.22	97,485.62	(28,802.40)	-41.94%
IT & Telephone	109,560.00	22,388.00	5,616.84	16,771.16	74.91%	49,890.00	31,512.38	18,377.62	36.84%
GRAND TOTAL ALL EXPENSES	3,316,216.00	191,380.98	203,509.59	(12,128.61)	-6.34%	1,108,421.49	1,062,800.43	45,621.06	4.12%
SUB TOTAL NET INC OVER EXP	482,118.00	(75,898.73)	(33,266.78)	42,631.95	56.17%	(655,518.24)	(621,068.12)	34,450.12	5.26%
DEPT 460 - COMP ADJ	35,000.00	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%
Debt Service Increase	247,118.00	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%
GRAND TOTAL ALL DEPTS	3,798,334.00	191,380.98	203,509.59	(12,128.61)	-6.34%	1,108,421.49	1,062,800.43	45,621.06	4.12%
Net Income over Expenses	0.00	(75,898.73)	(33,266.78)	42,631.95	56.17%	(655,518.24)	(621,068.12)	34,450.12	5.26%

City of Lake Elmo

2015 By Month

Budget to Actual Comparative
For the month ending May 31, 2015
101-General Fund Detail

By Department

7/7/2015

DEPT 410 - GEN'L GOV'T	Full Year BUDGET 2015	% to date	MONTH			YTD			Variance (%)	YTD variance notes
			BUDGET		Variance (\$)	ACTUAL		Variance (\$)		
			Month	Month		Month	Month			
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%	
Delinquent Ad Valorem Taxes	15,000.00	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%	
Fiscal Disparities	160,000.00	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%	
Liquor License	8,350.00	97.60%	0.00	0.00	0.00	0.00	8,150.00	3,800.00	52.34%	
Wastehauler License	1,680.00	28.57%	0.00	0.00	0.00	0.00	840.00	480.00	-42.86%	
General Contractor License	0.00	0.00%	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	
Hauling Contractor License	2,500.00	70.00%	200.00	250.00	50.00	25.00%	1,100.00	1,750.00	69.09%	
Blacktopping Contractor License	0.00	0.00%	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	
Building Permits	517,600.00	26.70%	43,130.00	50,277.15	7,147.15	16.57%	215,650.00	138,201.05	-35.91%	18 new home permits in May
Building Re-inspect Fees	1,000.00	0.00%	100.00	0.00	(100.00)	-100.00%	400.00	0.00	-100.00%	
Hearing Permits	29,040.00	41.28%	2,420.00	2,475.60	55.60	2.30%	12,100.00	11,987.25	-0.93%	
Planning Permits	29,040.00	40.92%	2,420.00	3,422.00	1,002.00	41.40%	12,100.00	11,882.00	-1.80%	
Sewer Permits	10,560.00	0.00%	880.00	0.00	(880.00)	-100.00%	4,400.00	0.00	-100.00%	
Animal License	2,500.00	73.84%	40.00	145.00	105.00	262.50%	2,220.00	1,846.00	-16.85%	
Utility Permits (ROW)	5,000.00	330.85%	500.00	1,066.80	566.80	113.36%	1,000.00	16,542.40	1554.24%	
Burning Permit	2,250.00	46.89%	0.00	135.00	135.00	100.00%	0.00	1,055.00	100.00%	
Massage Therapy Licenses	150.00	16.67%	0.00	0.00	0.00	0.00%	0.00	25.00	100.00%	
Electrical Permit	6,051.00	44.43%	500.00	611.80	111.80	22.36%	2,500.00	2,688.37	7.53%	
Homestead Credit Aid	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	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%	
PERA Aid	2,749.00	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%	
Recycling Grant	15,500.00	0.00%	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%	
Misc State Grant/Surcharge Rev	500.00	60.89%	0.00	84.47	84.47	100.00%	125.00	304.44	143.55%	
Cable Franchise Revenue	45,000.00	151.40%	0.00	68,129.10	23,129.10	51.40%	45,000.00	68,129.10	51.40%	
Zoning & Subdivision Fees	7,500.00	201.20%	750.00	5,500.00	4,750.00	633.33%	730.00	15,090.00	1912.00%	Very few zoning permits budgeted in 2015
Plan Check Fees	181,923.00	43.70%	15,160.25	30,772.32	15,612.07	102.98%	75,801.25	79,500.37	3,699.32	
Sale of Copies, Books, Maps	175.00	19.71%	15.00	6.00	(9.00)	-60.00%	35.00	34.50	-1.43%	
Assessment Searches	750.00	98.00%	45.00	150.00	105.00	233.33%	165.00	735.00	345.45%	
Clean Up Days	2,000.00	0.00%	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%	
Cableable Operation Reimbursement	2,500.00	0.00%	0.00	0.00	0.00	0.00%	625.00	0.00	0.00%	
Fines	48,000.00	36.53%	4,000.00	3,687.67	(312.33)	-7.81%	20,000.00	17,532.91	-12.34%	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%	
Fire Billable Revenue	500.00	0.00%	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%	
Miscellaneous Revenue	3,500.00	148.02%	300.00	3,505.90	3,205.90	1068.63%	1,400.00	500.00	100.00%	
Internal Charges	640.00	60.31%	0.00	24.00	24.00	2.00%	494.00	5,180.72	270.05%	
Interest Earnings	10,000.00	0.00%	0.00	0.00	0.00	0.00%	0.00	386.00	-21.86%	
Donations	0.00	0.00%	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%	
Total Revenue	3,799,334.00	11.63%	115,482.25	170,242.81	54,760.56	47.42%	452,903.25	441,732.31	-2.47%	

EXPENSE	Full Year BUDGET 2015	% to date	MONTH			YTD		
			BUDGET	ACTUAL	Variance (\$)	BUDGET	ACTUAL	Variance (\$)
			Month	Month	Month	YTD	YTD	YTD
1110 - Mayor & Council								
PT Salaries	25,690.00	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%
Medicare Contributions	372.00	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	80.12	(80.12)
Mileage	500.00	28.31%	0.00	0.00	0.00	125.00	141.56	(16.56)
Miscellaneous	0.00	0.00%	0.00	0.00	0.00	0.00	161.91	(161.91)
Dues & Subscriptions	11,500.00	102.81%	1,000.00	711.92	288.08	5,000.00	11,822.60	(6,822.60)
Conferences & Training	1,000.00	100.00%	0.00	0.00	0.00	250.00	1,000.00	(750.00)
Total Mayor & Council	40,955.00	37.25%	1,000.00	711.92	288.08	5,375.00	13,306.19	(7,831.19)
2015 share of LMC annual Pmt made in Sept 2014 plus annual YSB payment								
1320 - Administration								
PT Salaries	198,125.00	43.06%	15,240.38	15,836.63	(596.25)	83,822.12	85,322.27	(1,500.15)
PERA Contributions	14,364.00	44.31%	1,104.92	1,187.74	(82.82)	6,077.08	6,365.07	(287.99)
ICMA Contributions	0.00	0.00%	0.00	0.00	0.00	0.00	0.00	0.00%
FICA Contributions	12,284.00	41.00%	944.92	934.63	10.29	5,197.08	5,037.05	160.03
Medicare Contributions	2,873.00	41.00%	221.00	218.60	2.40	1,215.50	1,178.06	37.44
Health/Dental Insurance	44,865.00	44.38%	3,451.15	3,620.00	(168.85)	18,981.35	19,910.00	(928.65)
Unemployment Benefits	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	1,000.00	837.94	162.06
Office Supplies	5,500.00	51.21%	450.00	459.08	(9.08)	2,250.00	2,816.70	(566.70)
Printed Forms	0.00	0.00%	0.00	0.00	0.00	0.00	516.00	(516.00)
Legal Services	45,000.00	89.01%	3,750.00	15,557.00	(11,807.00)	18,750.00	40,055.34	(21,305.34)
Newsletter/Website	0.00	0.00%	0.00	0.00	0.00	0.00	0.00	0.00%
Assessing Services	32,000.00	57.78%	2,500.00	8,490.88	(5,990.88)	12,500.00	18,490.88	(5,990.88)
Contract Services	0.00	0.00%	0.00	0.00	0.00	0.00	0.00	0.00%
Postage	2,000.00	103.88%	0.00	0.00	0.00	0.00	0.00	0.00%
Mileage	500.00	14.10%	50.00	50.00	0.00	500.00	2,077.60	(1,577.60)
Insurance	5,000.00	37.25%	400.00	283.31	116.69	2,000.00	70.49	129.51
Cable Operation Expense	35,000.00	93.10%	0.00	5,463.00	(5,463.00)	35,000.00	1,862.37	33,137.63
Miscellaneous	600.00	39.55%	50.00	0.00	0.00	0.00	32,586.00	2,414.00
Dues & Subscriptions	2,105.00	51.87%	175.00	0.00	0.00	250.00	237.31	12.69
Books	0.00	0.00%	0.00	0.00	0.00	875.00	1,091.96	(216.96)
Conferences & Training	6,100.00	18.95%	500.00	0.00	0.00	0.00	0.00	0.00%
Staff Development	0.00	0.00%	0.00	0.00	0.00	2,500.00	1,156.00	1,344.00
Total Administration	407,316.00	53.92%	28,837.37	53,066.87	(24,229.50)	191,118.13	219,611.04	(28,492.91)
May expense includes WA assessor fees budgeted later in the year								
Timing issue								
1410 - Elections								
PT Salaries	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%
Legal Publications/Notification	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	0.00%
County Election Fees	950.00	0.00%	0.00	0.00	0.00	0.00	600.00	(600.00)
Printed Forms	0.00	0.00%	0.00	0.00	0.00	950.00	950.00	0.00
Miscellaneous	100.00	0.00%	0.00	0.00	0.00	0.00	0.00	0.00%
Total Elections	1,050.00	57.14%	0.00	0.00	0.00	975.00	600.00	375.00
								38.46%

Full Year BUDGET 2015	% to date	MONTH				YTD			
		BUDGET		ACTUAL		BUDGET		ACTUAL	
		Month	Month	Month	Month	YTD	YTD	YTD	YTD
1450 - Communications									
FT Salaries	35,876.00	32.72%	2,759.69	1,606.59	1,153.10	15,178.31	11,739.09	3,439.22	22.66%
PERA Contributions	2,601.00	27.11%	200.08	0.00	200.08	1,100.42	705.10	395.32	35.92%
FICA Contributions	2,224.00	32.07%	171.08	99.62	71.46	940.92	713.13	227.79	24.21%
Medicare Contributions	520.00	32.08%	40.00	23.30	16.70	220.00	166.80	53.20	24.18%
Health/Dental Insurance	9,970.00	36.83%	766.92	0.00	766.92	4,218.08	3,672.00	546.08	12.95%
Workers Compensation	0.00	0.00%	0.00	0.00	0.00	0.00	0.00	0.00	-100.00%
Newsletter	8,000.00	42.95%	0.00	0.00	0.00	2,000.00	3,435.95	(1,435.95)	-71.80%
Office Supplies	561.00	8.65%	50.00	0.00	50.00	250.00	48.50	201.50	80.60%
Mileage	100.00	0.00%	0.00	0.00	0.00	25.00	57.27	(32.27)	-129.08%
Public Notices	5,040.00	24.66%	400.00	132.26	267.74	1,950.00	1,242.74	707.26	36.27%
Cable Operations	4,800.00	29.97%	400.00	240.00	160.00	3,000.00	1,438.52	1,561.48	28.07%
Conferences	700.00	51.43%	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	225.00	0.00	225.00	100.00%
Total Communications	70,842.00	33.50%	4,787.77	2,101.77	2,486.00	28,457.73	23,730.73	4,727.00	16.61%
1520 - Finance									
FT Salaries	66,863.00	38.72%	5,143.31	4,632.32	510.99	28,288.19	25,888.22	2,399.97	8.48%
PT Salaries	3,600.00	0.00%	276.92	0.00	276.92	1,523.08	0.00	1,523.08	100.00%
PERA Contributions	4,848.00	40.05%	372.92	347.43	25.49	2,051.08	1,941.65	109.43	5.34%
FICA Contributions	4,368.00	34.63%	336.08	272.09	63.99	1,848.42	1,512.52	335.90	18.17%
Medicare Contributions	1,022.00	34.61%	78.62	63.62	15.00	432.38	353.67	78.71	18.20%
Health/Dental Insurance	14,955.00	32.01%	1,150.38	870.40	279.98	6,327.12	4,787.20	1,539.92	24.34%
Unemployment Benefits	3,000.00	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	125.00	282.76	(157.76)	-126.21%
Office Supplies	500.00	21.21%	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	125.00	0.00	125.00	100.00%
Audit Services	27,000.00	55.74%	0.00	0.00	0.00	15,000.00	15,030.00	(30.00)	-0.33%
Contract Services	6,000.00	46.22%	500.00	606.33	(106.33)	2,500.00	2,772.91	(272.91)	-10.97%
Mileage	50.00	0.00%	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
Miscellaneous	200.00	98.07%	0.00	0.00	0.00	50.00	196.14	(146.14)	-292.28%
Dues & Subscriptions	740.00	0.00%	0.00	170.00	(170.00)	240.00	170.00	70.00	29.17%
Conferences & Training	500.00	0.00%	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
Total Finance	134,647.00	39.41%	7,858.23	9,787.19	(1,928.96)	60,635.27	53,061.14	7,574.13	12.49%

Fieldwork completed and billed earlier than anticipated in budget
Will decrease now that audit substantially completed

Full Year	MONTH				YTD				YTD variance notes	
	BUDGET 2015	% to date	BUDGET		ACTUAL		Variance (\$)	Variance (%)		
			Month	Month	Month	Month				
1910 - Planning & Zoning										
FT Salaries	152,354.00	47.87%	11,835.31	13,660.92	(1,835.61)	-15.52%	64,351.69	72,930.99	(8,579.30)	-13.33%
PT Salaries	3,600.00	0.00%	276.92	0.00	276.92	100.00%	1,523.08	0.00	1,523.08	100.00%
PEKA Contributions	9,849.00	53.23%	757.62	1,021.10	(263.48)	-34.78%	4,166.88	5,242.30	(1,075.42)	-25.81%
FICA Contributions	8,646.00	49.48%	665.09	802.62	(137.53)	-20.68%	3,657.92	4,277.83	(619.91)	-16.95%
Medicare Contributions	2,022.00	48.49%	155.54	167.62	(12.08)	-7.77%	855.46	980.39	(124.93)	-14.60%
Health/Dental Insurance	32,047.00	45.96%	2,465.15	2,678.00	(212.85)	-8.63%	13,558.35	14,729.00	(1,170.65)	-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)	53.43%	(1,375.00)	(1,592.63)	217.63	-15.83%	(6,875.00)	(8,815.59)	1,940.59	-28.21%
Office Supplies	1,800.00	31.24%	150.00	478.61	(328.61)	-219.07%	750.00	562.40	187.60	25.01%
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	47.89%	1,500.00	649.00	851.00	56.73%	7,500.00	9,378.25	(2,078.25)	-27.71%
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	3.35%	0.00	0.00	0.00	0.00%	50.00	20.93	43.30	86.60%
Mileage	250.00	8.37%	20.00	20.93	(0.93)	-4.65%	100.00	20.93	79.07	79.07%
Miscellaneous	500.00	0.00%	40.00	0.00	40.00	100.00%	200.00	0.00	200.00	100.00%
Dues & Subscriptions	600.00	0.00%	50.00	0.00	50.00	100.00%	250.00	0.00	250.00	100.00%
Books	300.00	0.00%	25.00	0.00	25.00	100.00%	125.00	0.00	125.00	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	45.15%	16,555.63	17,892.87	(1,337.24)	-8.08%	93,013.38	101,232.77	(8,219.39)	-8.84%
1930 - Engineering Services										
Engineering Services	54,800.00	39.68%	4,600.00	2,627.95	1,972.05	42.87%	22,600.00	21,747.35	852.65	3.77%
Total Engineering Services	54,800.00	39.68%	4,600.00	2,627.95	1,972.05	42.87%	22,600.00	21,747.35	852.65	3.77%
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%	125.00	0.00	125.00	100.00%
Utilities	6,000.00	77.23%	500.00	270.65	229.35	45.87%	2,500.00	4,633.98	(2,133.98)	-85.36%
Refuse	353.00	166.16%	0.00	112.94	(112.94)	-100.00%	353.00	586.54	(233.54)	-66.16%
Repairs/Maint Contractual Bldg	6,000.00	86.89%	500.00	326.00	174.00	34.80%	2,500.00	5,213.13	(2,713.13)	-108.53%
Repairs/Maint Contractual Equip	7,700.00	68.28%	650.00	1,173.66	(523.66)	-80.56%	3,200.00	5,257.36	(2,057.36)	-64.29%
Facility Lease	29,532.00	41.67%	2,461.00	2,461.00	0.00	0.00%	12,305.00	12,305.00	0.00	0.00%
Miscellaneous	300.00	170.56%	25.00	148.50	(123.50)	-494.00%	125.00	511.68	(386.68)	-309.34%
Total City Hall	50,235.00	56.75%	4,161.00	4,492.75	(331.75)	-7.97%	21,133.00	28,507.69	(7,374.69)	-34.90%
Total General Government	984,063.00	46.92%	67,800.00	90,681.37	(22,881.37)	-33.75%	423,307.51	461,696.91	(38,389.40)	-9.07%

Budget assumed annex sale in 2014

YTD: Electrical wiring needed in new rental office space (\$2.7k)
New copier lease and usage coverage fees

DEPT 420 - PUBLIC SAFETY

	Full Year BUDGET 2015	% to date	MONTH				YTD			
			BUDGET	ACTUAL	Variance (\$)	Variance (%)	BUDGET	ACTUAL	Variance (\$)	Variance (%)
			Month	Month	Month	Month	YTD	YTD	YTD	YTD
2100 - Police										
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	46.18%	4,200.00	4,512.50	(312.50)	-7.44%	20,900.00	23,087.50	(2,187.50)	-10.47%
Total Prosecution	50,000.00	46.18%	4,200.00	4,512.50	(312.50)	-7.44%	20,900.00	23,087.50	(2,187.50)	-10.47%
2220 - Fire										
PT Salaries	68,614.00	43.29%	5,278.00	5,409.60	(131.60)	-2.49%	29,029.00	29,700.91	(671.91)	-2.31%
PERA Contributions	133,121.00	30.47%	9,470.83	8,104.88	1,365.97	14.42%	52,089.65	37,520.16	14,569.49	27.97%
FICA Contributions	12,116.00	48.91%	932.00	1,088.90	(156.90)	-16.83%	5,126.00	5,925.58	(799.58)	-15.60%
Medicare Contributions	7,633.00	32.84%	587.15	421.15	166.00	28.27%	3,229.35	2,506.53	722.82	22.38%
Health/Dental Insurance	2,780.00	38.91%	213.85	189.33	24.52	11.47%	1,176.15	1,081.79	94.36	8.02%
Unemployment Benefits	14,243.00	44.10%	1,095.62	1,142.00	(46.38)	-4.23%	6,025.88	6,281.00	(255.12)	-4.23%
Workers Compensation	0.00	0.00%	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%
Office Supplies	9,000.00	163.77%	0.00	0.00	0.00	0.00%	9,000.00	14,739.09	(5,739.09)	-63.77%
EMS Supplies	850.00	34.73%	70.00	41.91	28.09	40.13%	350.00	295.19	54.81	15.66%
Fire Prevention	3,400.00	3.81%	280.00	0.00	280.00	100.00%	1,400.00	129.69	1,270.31	90.74%
Fuel, Oil & Fluids	3,000.00	0.00%	230.00	0.00	230.00	100.00%	1,250.00	0.00	1,250.00	100.00%
Small Tools & Equip	13,000.00	23.69%	1,075.00	389.82	685.18	63.74%	5,375.00	3,079.24	2,295.76	42.71%
Physicals	20,892.00	6.34%	1,750.00	255.00	1,495.00	85.43%	8,750.00	1,324.08	7,425.92	84.87%
Radio	3,184.00	8.33%	265.00	0.00	265.00	100.00%	1,325.00	265.00	1,060.00	80.00%
Mileage	21,562.00	23.59%	0.00	625.00	(625.00)	-100.00%	5,390.50	5,085.28	305.22	5.66%
Insurance	250.00	161.92%	20.00	404.80	(384.80)	-1924.00%	110.00	404.80	(294.80)	-268.00%
Electric Utility	8,307.00	87.02%	0.00	0.00	0.00	0.00%	8,307.00	7,229.00	1,078.00	12.98%
Relief	17,000.00	47.12%	1,400.00	678.94	721.06	51.50%	7,200.00	8,009.82	(809.82)	-11.25%
Repair/Maint Bldg	1,000.00	132.45%	85.00	266.38	(181.38)	-213.39%	425.00	1,324.45	(899.45)	-211.64%
Repair/Maint Equip	2,000.00	226.89%	165.00	94.63	70.37	42.65%	825.00	4,537.89	(3,712.89)	-450.05%
Uniforms	33,260.00	16.43%	2,770.00	665.39	2,104.61	75.98%	13,850.00	5,465.34	8,384.66	60.54%
Miscellaneous	2,500.00	22.39%	208.00	86.45	121.55	58.44%	1,040.00	559.75	480.25	46.18%
Dues & Subscriptions	1,500.00	65.99%	125.00	7.90	117.10	93.68%	625.00	989.91	(364.91)	-58.39%
Books	3,508.00	66.14%	290.00	0.00	290.00	100.00%	1,450.00	2,320.04	(870.04)	-60.00%
Conferences & Training	220.00	0.00%	20.00	0.00	20.00	100.00%	90.00	0.00	90.00	100.00%
Conferences & Training (Reimb)	12,575.00	26.72%	1,000.00	825.00	175.00	17.50%	5,125.00	3,306.65	1,818.35	35.48%
Total Fire	385,312.00	36.87%	27,350.47	20,697.08	6,653.39	24.33%	168,563.53	142,081.19	26,482.34	15.71%
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%

YTD correction for accrual back to 2014 for POC FF

Due to 18% mte increase

Annual premiums billed April

2400 - Building Inspection	Full Year BUDGET 2015	% to date	MONTH				YTD			
			BUDGET Month	ACTUAL Month	Variance (\$) Month	Variance (%) Month	BUDGET YTD	ACTUAL YTD	Variance (\$) YTD	Variance (%) YTD
FT Salaries	149,606.00	25.61%	11,508.15	6,333.56	5,174.59	44.96%	63,294.85	38,313.63	24,981.22	39.47%
PERA Contributions	10,846.00	26.49%	834.31	475.02	359.29	43.06%	4,588.69	2,873.50	1,715.19	37.38%
FICA Contributions	9,276.00	24.12%	713.54	367.55	345.99	48.49%	3,924.46	2,237.68	1,686.78	42.98%
Medicare Contributions	2,169.00	24.13%	166.85	83.96	80.89	48.48%	917.65	523.33	394.32	42.97%
Health/Dental Insurance	28,486.00	27.30%	2,191.23	1,414.00	777.23	35.47%	12,051.77	7,777.00	4,274.77	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	6.81%	175.00	40.76	134.24	76.71%	875.00	142.95	732.05	83.66%
Printed Forms	700.00	16.58%	0.00	0.00	0.00	0.00%	175.00	116.09	58.91	33.66%
Fuel, Oil & Fluids	5,500.00	4.47%	450.00	0.00	450.00	100.00%	2,250.00	246.07	2,003.93	89.06%
Engineering	9,000.00	31.95%	750.00	745.75	4.25	0.57%	3,750.00	2,875.70	874.30	23.31%
Inspector Contract Services	67,200.00	18.00%	5,000.00	2,434.00	2,566.00	51.32%	19,000.00	12,094.24	6,905.76	36.35%
Mileage	3,500.00	37.51%	300.00	360.47	(60.47)	-20.16%	900.00	1,312.96	(412.96)	-45.83%
Insurance	900.00	20.00%	75.00	0.00	75.00	100.00%	375.00	180.00	195.00	52.00%
Repairs/Main Equip	2,300.00	9.94%	200.00	0.00	200.00	100.00%	925.00	228.68	696.32	75.28%
Uniforms	850.00	0.60%	70.00	0.00	70.00	100.00%	350.00	89.98	260.02	74.29%
Miscellaneous	650.00	18.73%	55.00	23.00	30.00	54.55%	275.00	121.76	153.24	55.72%
Dues & Subscriptions	700.00	0.00%	60.00	0.00	60.00	100.00%	300.00	385.00	(85.00)	-28.33%
Books	3,000.00	23.95%	0.00	0.00	0.00	0.00%	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%	700.00	460.00	240.00	34.29%
Conferences & Training	2,775.00	16.58%	0.00	0.00	0.00	0.00%	117,652.42	72,898.44	44,753.98	38.04%
Total Building Inspections	323,558.00	22.53%	22,549.08	12,282.07	10,267.01	45.53%				
Annual premiums billed April										
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	45.42%	500.00	500.00	0.00	0.00%	2,500.00	2,725.00	(225.00)	-9.00%
Miscellaneous (Impounding)	800.00	69.38%	65.00	75.00	(10.00)	-15.38%	325.00	555.00	(230.00)	-70.77%
Total Animal Control	6,800.00	48.24%	565.00	575.00	(10.00)	-1.77%	2,825.00	3,280.00	(455.00)	-16.11%
Total Public Safety	1,327,792.00	18.25%	54,664.55	38,066.65	16,597.90	30.36%	311,690.95	242,381.35	69,309.60	22.24%

DEPT 430 - PUBLIC WORKS

Full Year BUDGET 2015	% to date	MONTH			Variance (%) Month	YTD			Variance (%) YTD
		BUDGET Month	ACTUAL Month	Variance (\$) Month		BUDGET YTD	ACTUAL YTD	Variance (\$) YTD	
3100 - Public Works									
FT Salaries	37.64%	11,793.38	9,360.91	2,432.47	20.63%	64,863.62	57,099.74	7,763.88	11.03%
PT Salaries	2.63%	1,804.62	0.00	1,804.62	100.00%	9,923.38	618.00	9,305.38	93.77%
PERA Contributions	38.94%	855.00	702.08	152.92	17.89%	4,702.50	4,328.27	374.23	7.96%
FICA Contributions	31.21%	843.08	551.35	291.73	34.60%	4,616.92	3,420.93	1,195.99	26.22%
Medicare Contributions	31.22%	197.15	128.97	68.18	34.58%	1,084.35	800.08	284.27	26.22%
Health/Dental Insurance	46.64%	2,629.46	2,899.00	(269.54)	-10.25%	14,462.04	15,944.50	(1,482.46)	-10.25%
Unemployment Benefits	0.00%	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%
Workers Compensation	228.79%	500.00	0.00	500.00	100.00%	2,500.00	13,727.33	(11,227.33)	-449.09%
Office Supplies	0.00%	165.00	0.00	165.00	100.00%	825.00	0.00	825.00	100.00%
Shop Materials	52.48%	125.00	0.00	125.00	100.00%	625.00	787.18	(162.18)	-25.95%
Building Repair Supplies	17.35%	40.00	0.00	40.00	100.00%	200.00	86.75	113.25	56.63%
Small Tools and Minor Equip	69.13%	100.00	10.00	90.00	90.00%	500.00	829.57	(329.57)	-65.91%
Engineering Services	76.44%	750.00	509.50	240.50	32.07%	3,750.00	6,879.75	(3,129.75)	-83.46%
Contract Services	19.19%	0.00	262.45	(262.45)	-100.00%	2,000.00	767.78	1,232.22	61.61%
Radio	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%
Insurance	78.74%	0.00	0.00	0.00	0.00%	20,000.00	15,748.00	4,252.00	21.26%
Electric Utility	50.35%	1,500.00	1,534.62	(34.62)	-2.31%	13,000.00	14,097.04	(1,097.04)	-8.44%
Refuse	44.89%	200.00	216.67	(16.67)	-8.33%	1,000.00	1,077.31	(77.31)	-7.73%
Fuel, Oil, Fluids (ALL dep(s)	24.97%	2,500.00	2,294.99	205.01	8.20%	20,000.00	10,488.70	9,511.30	47.56%
Repair/Maint Bldg	77.54%	300.00	139.90	160.10	53.37%	1,400.00	2,713.74	(1,313.74)	-93.84%
Repair/Maint NOT Bldg	0.00%	40.00	0.00	40.00	100.00%	200.00	0.00	200.00	100.00%
Repair/Maint Equip (out)	5.15%	400.00	0.00	400.00	100.00%	2,000.00	257.50	1,742.50	87.13%
Equipment Parts	0.00%	625.00	0.00	625.00	100.00%	3,125.00	2,255.09	869.91	27.84%
Uniforms	38.65%	165.00	190.37	(25.37)	-15.38%	825.00	772.97	52.03	6.31%
Miscellaneous	13.33%	100.00	0.00	100.00	100.00%	300.00	133.33	166.67	55.56%
Landscaping Material	0.00%	125.00	0.00	125.00	100.00%	125.00	0.00	125.00	100.00%
Dues & Subscriptions	0.00%	0.00	0.00	0.00	0.00%	50.00	0.00	50.00	100.00%
Conferences & Training	0.00%	0.00	0.00	0.00	0.00%	375.00	0.00	375.00	100.00%
Clean up Days	0.00%	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%
Total Public Works	40.44%	25,757.69	18,800.81	6,956.88	27.01%	172,799.81	153,752.62	19,047.19	11.02%
3120 - Streets									
Equipment Parts	34.18%	250.00	1,025.38	(775.38)	-310.15%	1,250.00	1,025.38	224.62	17.97%
Street Maintenance Materials	13.41%	2,000.00	325.45	1,674.55	83.73%	7,000.00	2,682.11	4,317.89	61.68%
Seal Coating/Crack Filling	15.19%	0.00	28,350.00	(28,350.00)	-100.00%	0.00	28,350.00	(28,350.00)	-100.00%
Sign Repair Materials	0.00%	300.00	378.09	(78.09)	-26.03%	1,000.00	378.09	621.91	62.19%
Contract Services	8.92%	2,000.00	0.00	2,000.00	100.00%	2,000.00	713.54	1,286.46	64.32%
Repair/Maint Equipment	0.00%	210.00	0.00	210.00	100.00%	1,050.00	0.00	1,050.00	100.00%
Total Streets	14.89%	4,760.00	30,078.92	(25,318.92)	-531.91%	12,300.00	33,149.12	(20,849.12)	-169.51%

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

Expense spend out in the budget; 18% rate increase in 2015

Entire project budgeted in June

3125 - Ice & Snow Removal	Full Year BUDGET 2015	% to date	MONTH				YTD			
			BUDGET	ACTUAL	Variance (\$)	Variance (%)	BUDGET	ACTUAL	Variance (\$)	Variance (%)
			Month	Month	Month	Month	YTD	YTD	YTD	YTD
Landscape Material	0.00	100.00%	0.00	214.00	(214.00)	-100.00%	0.00	794.14	(794.14)	-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	6.00%	500.00	0.00	500.00	100.00%	2,500.00	0.00	2,500.00	100.00%
Repairs/Maint Equipment	9,500.00	95.22%	850.00	0.00	850.00	100.00%	3,250.00	9,045.92	(5,795.92)	-141.22%
Total Ice & Snow Removal	95,500.00	35.15%	1,350.00	214.00	1,136.00	84.15%	51,250.00	33,564.47	17,685.53	34.51%
Includes \$7,200 for snow plow blades										
3160 - Street Lighting										
Street Lighting	28,000.00	33.06%	2,350.00	1,078.59	1,271.41	54.10%	11,750.00	9,257.96	2,492.04	21.21%
Total Street Lighting	28,000.00	33.06%	2,350.00	1,078.59	1,271.41	54.10%	11,750.00	9,257.96	2,492.04	21.21%
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%	2,500.00	0.00	2,500.00	100.00%
Total Recycling	9,500.00	0.00%	500.00	0.00	500.00	100.00%	4,250.00	0.00	4,250.00	100.00%
3250 - Tree Program										
Contract Services	6,000.00	0.00%	500.00	0.00	500.00	100.00%	2,500.00	0.00	2,500.00	100.00%
Total Tree Program	6,000.00	0.00%	500.00	0.00	500.00	100.00%	2,500.00	0.00	2,500.00	100.00%
Total Public Works	741,773.00	30.97%	35,217.69	50,172.32	(14,954.63)	-42.46%	254,849.81	229,724.17	25,125.64	9.86%

DEPT 460 - CULTURE, RECREATION	Full Year BUDGET 2015	% to date	MONTH				YTD			
			BUDGET		ACTUAL		Variance (\$)	Variance (%)	Month	YTD
			Month	Month	Month	Month				
5200 - Parks & Recreation	77,847.00	74.08%	5,988.23	11,054.85	(5,066.62)	-84.61%				
FT Salaries	6,820.00	55.65%	524.62	756.00	(231.38)	-41.10%				
PEFA Contributions	5,644.00	75.30%	434.15	777.44	(343.29)	-79.07%				
FICA Contributions	52,499.00	69.59%	403.77	698.89	(295.12)	-73.09%				
Medicare Contributions	1,228.00	69.56%	94.46	163.44	(68.98)	-72.03%				
Health/Dental Insurance	19,240.00	40.01%	1,533.85	1,450.80	83.05	5.41%				
Unemployment Benefits	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%				
Shop Materials	500.00	130.16%	40.00	476.97	(436.97)	-109.243%				
Chemicals	750.00	0.00%	62.50	0.00	62.50	100.00%				
Equipment Parts	2,000.00	58.69%	165.00	249.89	(84.89)	-51.43%				
Building Repair Supplies	500.00	15.26%	40.00	0.00	40.00	100.00%				
Landscaping Materials	3,000.00	31.62%	250.00	665.45	(415.45)	-166.18%				
Small Tools and Minor Equip	1,000.00	127.08%	85.00	607.97	(522.97)	-615.26%				
Mileage	0.00	0.00%	0.00	0.00	0.00	0.00%				
Insurance	3,200.00	95.03%	0.00	0.00	0.00	0.00%				
Electric Utility	8,500.00	54.25%	600.00	516.15	83.85	13.98%				
Refuse	2,500.00	0.00%	208.33	0.00	208.33	100.00%				
Repair/Maint Bldg	1,000.00	128.41%	85.00	0.00	85.00	100.00%				
Repair/Maint NOT Bldg	2,500.00	44.47%	225.00	402.83	(177.83)	-79.04%				
Rental Buildings	1,500.00	0.00%	125.00	0.00	125.00	100.00%				
Miscellaneous	4,600.00	29.34%	383.33	1,151.78	(768.45)	-200.47%				
Total Parks & Recreation	153,028.00	63.70%	11,310.74	18,972.46	(7,661.72)	-67.74%				
IT & Telephone										
IT-Hardware	9,100.00	55.53%	0.00	1,169.01	(1,169.01)	-100.00%				
IT-Software	16,000.00	26.29%	1,333.00	0.00	1,333.00	100.00%				
IT-Support Services	36,000.00	40.99%	3,000.00	2,951.42	48.58	1.62%				
IT-Networking	7,800.00	0.00%	0.00	0.00	0.00	0.00%				
INET Contingency	16,000.00	0.00%	16,000.00	0.00	16,000.00	100.00%				
Telephone	24,600.00	30.39%	2,055.00	1,496.41	558.59	27.18%				
Total IT & Telephone	109,500.00	28.76%	22,388.00	5,616.84	16,771.16	74.91%				
Grand Total all Expenses	3,316,216.00	32.05%	191,380.98	203,509.59	(12,128.61)	-6.34%				
Subtotal Net Income over Expenses	492,118.00	-128.82%	(75,898.73)	(33,266.78)	42,631.95	56.17%				
DEPT 460 - COMP ADJ	35,000.00	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%				
Transfer to City Projects (Streets)	0.00	0.00%	0.00	0.00	0.00	0.00%				
DEPT 493 - OTTH FINANCING	200,000.00	0.00%	0.00	0.00	0.00	0.00%				
GRAND TOTAL EXP ALL DEPTS	3,798,334.00	27.98%	191,380.98	203,509.59	(12,128.61)	-6.34%				
Net Income over Expenses	0.00	0.00%	(75,898.73)	(33,266.78)	42,631.95	56.17%				

Position switch from new employee at lower rate to long term ce

MAYOR & COUNCIL COMMUNICATION

DATE:
CONSENT
ITEM

July 7, 2015

4

AGENDA ITEM: New Single Family Home Permit Report

SUBMITTED BY: Rick Chase, Building Official

THROUGH: Rick Chase, Building Official

REVIEWED BY: Kyle Klatt, Planning Director

SUGGESTED ORDER OF BUSINESS:

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

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

LEGISLATIVE HISTORY/BACKGROUND INFORMATION:

	<u>2015</u>	<u>2014</u>	<u>2013</u>
New Homes	39	9	12
Total valuation	\$13,383,505	\$5,507,800	\$5, 121, 742
Average home value	343,166	611,000	426,811
Total Valuation YTD	16,987,858	7,467,233	6,981,719

❖ One new home rebuilt in 2015 due to fire.

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



MAYOR & COUNCIL COMMUNICATION

DATE: July 7, 2015
CONSENT
ITEM # 5

AGENDA ITEM: Section 34 Pressure Reducing Valve Stations – Compensating Change Order No. 1

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: Decrease of \$2,500.00 to the final construction contract amount.

This change order reconciles the estimated and actual quantities installed on the project and decreases the contract by \$2,500.00. With this change order the final contract amount is \$91,100.00.

SUMMARY AND ACTION REQUESTED:

The City Council is respectfully requested to consider approving, *as part of the consent agenda*, Compensating Change Order No. 1 for the Section 34 Pressure Reducing Valve Stations to reconcile the estimated and actual quantities installed on the project. If removed from the consent agenda, the recommended motion for the action is as follows:

“Move to approve Compensating Change Order No. 1 for the Section 34 Pressure Reducing Valve Stations thereby decreasing the final contract amount by \$2,500.00.”

LEGISLATIVE HISTORY/BACKGROUND INFORMATION:

Geislinger and Sons, Inc. was awarded a construction contract on October 21, 2014 to complete the Section 34 Pressure Reducing Valve Stations. The contractor has completed the work in accordance with the contract, plans and specifications; and with approval of this change order the contract amount will be adjusted to reflect quantities actually installed as part of the project. The overall decrease in the contract amount for this change order is \$2,500.00 as detailed on the attached itemization. The Contractor was able to complete the improvements without the installation of the temporary bypass system resulting in a reduction in the final project cost.

The final construction contract amount is \$91,100.00, or 2.7% under the original construction contract award.

RECOMMENDATION:

Staff is recommending that the City Council consider, *as part of the Consent Agenda*, approving Compensating Change Order No. 1 for the Section 34 Pressure Reducing Valve Stations thereby decreasing the final contract amount by \$2,500.00. If removed from the consent agenda, the recommended motion for this action is as follows:

“Move to approve Compensating Change Order No. 1 for the Section 34 Pressure Reducing Valve Stations thereby decreasing the final contract amount by \$2,500.00.”

ATTACHMENT(S):

1. Compensating Change Order No. 1

CONTRACT CHANGE ORDER FORM

CITY OF LAKE ELMO, MINNESOTA
SECTION 34 PRESSURE REDUCING VALVE STATIONS
PROJECT NO. 2013.126

FOCUS ENGINEERING, inc.

COMPENSATING CHANGE ORDER NO. 1

DATE: June 22, 2015

TO: GEISLINGER AND SONS, INC. 511 CENTRAL AVE S P.O. BOX 437 WATKINS, MN 55389

This Document will become a supplement to the Contract and all provisions will apply hereto. The Contract Documents are modified as follows upon execution of this Change Order.

CHANGE ORDER DESCRIPTION / JUSTIFICATION:

Per the project Contract Documents the original contract amount and basis of award is established using the estimated quantities for each item of work listed in the bid schedule and multiplying them by the Contractor's corresponding unit bid price. The Contractor is paid for the actual final quantities installed on the project at the unit bid prices.

At the completion of the project, a compensating change order is prepared to revise the estimated quantities for each work item listed in the bid schedule to the actual quantities installed and the corresponding Contract Amount is revised accordingly.

This compensating change order reflects a net decrease to the contract amount by \$2,500. The Contractor was able to complete the improvements without the installation of the temporary bypass system resulting a reduction in the final project cost.

Attachments (list documents supporting change): Itemization

ITEM	DESCRIPTION OF PAY ITEM	UNIT	QTY	UNIT PRICE	INCREASE/(DECREASE)
	**See attached itemization for Change Order Items				(\$2,500.00)
NET CONTRACT CHANGE					(\$2,500.00)

Amount of Original Contract	\$	93,600.00
Sum of Additions/Deductions approved to date (CO)	\$	0.00
Contract Amount to date	\$	93,600.00
Amount of this Change Order (ADD) (DEDUCT) (NO CHANGE)	\$	(2,500.00)
Revised Contract Amount	\$	91,100.00

The Contract Period for Completion will be (UNCHANGED) (INCREASED) (DECREASED) 0 days

APPROVED BY ENGINEER: FOCUS Engineering, inc.

Chl dl

ENGINEER

06/22/2015

DATE

APPROVED BY OWNER: CITY OF LAKE ELMO, MINNESOTA

BY

DATE

APPROVED BY CONTRACTOR

Shu 100

BY

6-22-15

DATE

BY

DATE

COMPENSATING CHANGE ORDER NO. 1

SECTION 34 PRESSURE REDUCING VALVE STATIONS

CITY OF LAKE ELMO, MINNESOTA

PROJECT NO. 2013.126

FOCUS ENGINEERING, inc.

ITEM	DESCRIPTION OF PAY ITEM	UNIT	CONTRACT			TOTAL TO DATE		COMPENSATING CHANGE ORDER NO. 1	
			QUANTITY	UNIT PRICE	AMOUNT	QUANTITY	AMOUNT	NET CHANGE	AMOUNT
BASE BID - HUDSON BOULEVARD PRV STATION									
1	HUDSON BLVD PRV STATION	LS	1	\$91,100.00	\$91,100.00	1.00	\$91,100.00	-	\$0.00
2	WATERMAIN BYPASS - HUDSON BLVD PRV STATION	LS	1	\$2,500.00	\$2,500.00	0.00	\$0.00	-1.0	-\$2,500.00
SUBTOTAL - BASE BID					\$93,600.00		\$91,100.00		-\$2,500.00
TOTALS - BASE CONTRACT					\$93,600.00		\$91,100.00		-\$2,500.00
TOTALS - DIFFERENCE IN CONTRACT AND ACTUAL WORK COMPLETE					\$93,600.00		\$91,100.00		-\$2,500.00

MAYOR & COUNCIL COMMUNICATION

DATE: July 7, 2015
CONSENT
ITEM # 6

AGENDA ITEM: Section 34 Pressure Reducing Valve Stations – Pay Request No. 3 (Final)

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 Contract for the project. Payment remains within the authorized scope and budget.

SUMMARY AND ACTION REQUESTED:

The City Council is respectfully requested to consider approving Pay Request No. 3 (Final) for the Section 34 Pressure Reducing Valve Stations project. If removed from the consent agenda, the recommended motion for the action is as follows:

“Move to accept the improvements for the Section 34 Pressure Reducing Valve Stations and Pay Request No. 3 (Final) to Geislinger & Sons Inc. in the amount of \$4,555.00.”

LEGISLATIVE HISTORY/BACKGROUND INFORMATION:

Geislinger & Sons Inc., the Contractor for the project, has completed the Section 34 Pressure Reducing Valve Stations in accordance with the construction contract awarded by the council on October 21, 2014. The Project Engineer has prepared a Certificate of Completion indicating that all work is completed including punchlist items and is recommending the acceptance of the improvements and release of final retainage. Project acceptance will initiate on July 7, 2015 and will extend through July 7, 2016.

The final total construction costs for the project is \$91,100.00 which is 2.7% under the original contract amount of \$93,600.00. The reduced costs were related to allowing the water system to be shut down in lieu of requiring a temporary water by-pass. Total project costs also came in under budget at \$112,000 versus an authorized budget of \$122,600.

The project was financed through the Section 34 Water & Sewer Utility Extension project fund which has been fully assessed against the benefitting properties.

RECOMMENDATION:

Staff is recommending that the City Council consider approving, *as part of the Consent Agenda*, Pay Request No. 3 (Final) for the Section 34 Pressure Reducing Valve Stations project. If removed from the consent agenda, the recommended motion for the action is as follows:

“Move to accept the improvements for the Section 34 Pressure Reducing Valve Stations and approve Pay Request #3 (Final) to Geislinger & Sons Inc. in the amount of \$4,555.00.”

ATTACHMENT(S):

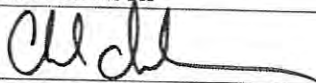
1. Certificate of Completion
2. Partial Pay Estimate No. 3 (Final)

CERTIFICATE OF COMPLETIONDATE OF ISSUANCE: July 7, 2015

OWNER:	<u>CITY OF LAKE ELMO, MN</u>
CONTRACTOR:	<u>GEISLINGER AND SONS, INC.</u>
PROJECT NAME:	<u>SECTION 34 PRESSURE REDUCTION VALVE STATION</u>
PROJECT NO.:	<u>2013.126</u>

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

I do hereby certify that the work to which this Certificate applies has been constructed in accordance with the Contract dated October 28, 2014. The above-mentioned improvement is hereby declared to be complete and acceptance of this work is recommended.

DATE OF COMPLETION: July 7, 2015Chad IsaksonReg. No. 49028
FOCUS Engineering, Inc.THE WARRANTY PERIOD BEGINS July 7, 2015 AND ENDS July 7, 2016

PROJECT PAY FORM

PARTIAL PAY ESTIMATE NO. <u>3 (FINAL)</u>				FOCUS ENGINEERING, inc.	
SECTION 34 PRESSURE REDUCING VALVE STATIONS PROJECT NO. 2013.126				PERIOD OF ESTIMATE FROM <u>6/1/2015</u> TO <u>6/30/2015</u>	
PROJECT OWNER: CITY OF LAKE ELMO 3800 LAVERNE AVENUE NORTH LAKE ELMO, MN 55042 ATTN: JACK GRIFFIN, P.E., CITY ENGINEER				CONTRACTOR: GEISLINGER AND SONS, INC. 511 CENTRAL AVE S P.O. BOX 437 WATKINS, MN 55389 ATTN: JEFF GEISLINGER, PRESIDENT	
CONTRACT CHANGE ORDER SUMMARY				PAY ESTIMATE SUMMARY	
No.	Approval Date	Amount			
		Additions	Deductions		
1	7/7/2015		\$2,500.00	1. Original Contract Amount	\$93,600.00
				2. Net Change Order Sum	-\$2,500.00
				3. Revised Contract (1+2)	\$91,100.00
				4. *Work Completed	\$91,100.00
				5. *Stored Materials	\$0.00
				6. Subtotal (4+5)	\$91,100.00
				7. Retainage* <u>0.0%</u>	\$0.00
				8. Previous Payments	\$86,545.00
				9. Amount Due (6-7-8)	\$4,555.00
TOTALS		\$0.00	\$2,500.00		
NET CHANGE		(\$2,500.00)	*Detailed Breakdown Attached		
CONTRACT TIME					
START DATE: <u>11/24/2014</u>		ORIGINAL DAYS <u>179</u>		ON SCHEDULE YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	
SUBSTANTIAL COMPLETION: <u>12/19/2014</u>		REVISED DAYS <u>0</u>			
FINAL COMPLETION: <u>5/22/2015</u>		REMAINING <u>-39</u>			
ENGINEER'S CERTIFICATION: The undersigned certifies that the work has been reviewed and to the best of their knowledge and belief, the quantities shown in this estimate are correct and the work has been performed in accordance with the contract documents.				FOCUS Engineering, inc. ENGINEER <u>06/22/2015</u> DATE	
CONTRACTOR'S CERTIFICATION: The undersigned Contractor certifies that to the best of their knowledge, information and belief the work covered by this payment estimate has been completed in accordance with the contract documents, that all amounts have been paid by the contractor for work for which previous payment estimates was issued and payments received from the owner, and that current payment shown herein is now due.				CONTRACTOR BY <u>6-22-15</u> DATE	
APPROVED BY OWNER: <u>CITY OF LAKE ELMO, MINNESOTA</u>					
BY _____			BY _____		
DATE _____			DATE _____		

PARTIAL PAY ESTIMATE NO. 3 (FINAL)

SECTION 34 PRESSURE REDUCING VALVE STATIONS
CITY OF LAKE ELMO, MINNESOTA
PROJECT NO. 2013.126

FOCUS ENGINEERING, inc.

ITEM	DESCRIPTION OF PAY ITEM	UNIT	CONTRACT			THIS PERIOD		TOTAL TO DATE	
			QUANTITY	UNIT PRICE	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT
BASE BID - HUDSON BOULEVARD PRV STATION									
1	HUDSON BLVD PRV STATION	LS	1	\$91,100.00	\$91,100.00	0.03	\$2,733.00	1.00	\$91,100.00
2	WATERMAIN BYPASS - HUDSON BLVD PRV STATION	LS	1	\$2,500.00	\$2,500.00	0.00	\$0.00	0.00	\$0.00
SUBTOTAL - BASE BID					\$93,600.00		\$2,733.00		\$91,100.00
TOTALS - BASE CONTRACT					\$93,600.00		\$2,733.00		\$91,100.00
COMPENSATING CHANGE ORDER NO. 1									
CO1-1	COMPENSATING CHANGE ORDER	LS	1	-\$2,500.00	-\$2,500.00	-	\$0.00	-	\$0.00
TOTALS-COMPENSATING CHANGE ORDER NO. 1					-\$2,500.00		\$0.00		\$0.00
TOTALS-REVISED CONTRACT					\$91,100.00		\$2,733.00		\$91,100.00

MAYOR & COUNCIL COMMUNICATION

DATE:
CONSENT
ITEM #

July 7, 2015

7

AGENDA ITEM: Production Well No. 4 – Pay Request No. 9

SUBMITTED BY: Chad Isakson, Project Engineer

THROUGH: Dean A. Zuleger, City Administrator

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

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

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

POLICY RECOMMENDER: Engineering.

FISCAL IMPACT:

None. Partial payment is proposed in accordance with the Contract for the project. Payment remains within authorized contract amount and approved change orders for the project.

SUMMARY AND ACTION REQUESTED:

The City Council is respectfully requested to consider approving Pay Request No. 9 for the Production Well No. 4 Improvements. If removed from the consent agenda, the recommended motion for the action is as follows:

“Move to approve Pay Request No. 9 to Keys Well Drilling Company in the amount of \$4,047.00 for the Production Well No. 4 Improvements.”

LEGISLATIVE HISTORY/BACKGROUND INFORMATION:

Keys Well Drilling Co., the Contractor for the project, has submitted Partial Pay Estimate No.9 in the amount of \$4,047.00. The request has been reviewed and payment is recommended in the amount requested. In accordance with the contract documents, the City has retained 5% of the total work completed. The amount retained is \$15,367.38.

RECOMMENDATION:

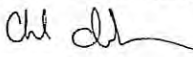
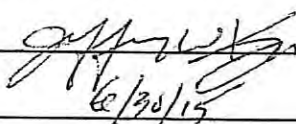
Staff is recommending that the City Council consider approving, *as part of the Consent Agenda*, Pay Request No. 9 in the amount of \$4,047.00. If removed from the consent agenda, the recommended motion for the action is as follows:

“Move to approve Pay Request No. 9 to Keys Well Drilling Company in the amount of \$4,047.00 for the Production Well No. 4 Improvements.”

ATTACHMENT(S):

1. Partial Pay Estimate No. 9.

PROJECT PAY FORM

PARTIAL PAY ESTIMATE NO. <u>9</u>				FOCUS ENGINEERING, inc.	
PRODUCTION WELL NO. 4 PROJECT NO. 2013.125				PERIOD OF ESTIMATE FROM <u>8/29/2014</u> TO <u>6/29/2015</u>	
PROJECT OWNER: CITY OF LAKE ELMO 3800 LAVERNE AVENUE NORTH LAKE ELMO, MN 55042 ATTN: JACK GRIFFIN, P.E., CITY ENGINEER				CONTRACTOR: KEYS WELL DRILLING CO. 1156 HOMER ST ST. PAUL, MN 55116 ATTN: JEFFREY KEYS	
CONTRACT CHANGE ORDER SUMMARY				PAY ESTIMATE SUMMARY	
No.	Approval Date	Amount			
		Additions	Deductions		
1	11/19/2013	na	na	1. Original Contract Amount	\$304,800.00
				2. Net Change Order Sum	\$0.00
				3. Revised Contract (1+2)	\$304,800.00
				4. *Work Completed	\$307,347.50
				5. *Stored Materials	\$0.00
				6. Subtotal (4+5)	\$307,347.50
				7. Retainage* <u>5.0%</u>	\$15,367.38
				8. Previous Payments	\$287,933.13
TOTALS				9. Amount Due (10)	\$4,047.00
NET CHANGE		\$0.00	\$0.00	*Detailed Breakdown Attached	
CONTRACT TIME					
START DATE: <u>7/8/2013</u>		ORIGINAL DAYS <u>158</u>		ON SCHEDULE	
SUBSTANTIAL COMPLETION: <u>11/29/2013</u>		REVISED DAYS <u>0</u>		YES <input type="checkbox"/>	
FINAL COMPLETION: <u>12/13/2013</u>		REMAINING <u>-563</u>		NO <input checked="" type="checkbox"/>	
ENGINEER'S CERTIFICATION: The undersigned certifies that the work has been reviewed and to the best of their knowledge and belief, the quantities shown in this estimate are correct and the work has been performed in accordance with the contract documents.				FOCUS Engineering, inc.  ENGINEER <u>6/29/2015</u> DATE	
CONTRACTOR'S CERTIFICATION: The undersigned Contractor certifies that to the best of their knowledge, information and belief the work covered by this payment estimate has been completed in accordance with the contract documents, that all amounts have been paid by the contractor for work for which previous payment estimates was issued and payments received from the owner, and that current payment shown herein is now due.				CONTRACTOR BY  <u>6/30/15</u> DATE	
APPROVED BY OWNER: CITY OF LAKE ELMO, MINNESOTA					
BY _____			BY _____		
DATE _____			DATE _____		

PARTIAL PAY ESTIMATE NO. 9

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

FOCUS ENGINEERING, inc.

ITEM	DESCRIPTION OF PAY ITEM	UNIT	CONTRACT			THIS PERIOD		TOTAL TO DATE	
			QUANTITY	UNIT PRICE	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT
1	MOBILIZATION / SITE WORK	LS	1	\$26,000.00	\$26,000.00	-	\$0.00	1.00	\$26,000.00
2	SILT FENCE	LF	550	\$5.00	\$2,750.00	-	\$0.00	275.00	\$1,375.00
3	24-INCH STEEL CASING	LF	95	\$200.00	\$19,000.00	-	\$0.00	89.00	\$17,800.00
4	24-INCH OPEN HOLE	LF	110	\$125.00	\$13,750.00	-	\$0.00	122.00	\$15,250.00
5	18-INCH STEEL CASING	LF	210	\$80.00	\$16,800.00	-	\$0.00	211.00	\$16,880.00
6	18-INCH OPEN HOLE	LF	85	\$60.00	\$5,100.00	-	\$0.00	81.00	\$4,860.00
7	GROUT	CY	50	\$410.00	\$20,500.00	-	\$0.00	29.00	\$11,890.00
8	EXPLOSIVES	LB	400	\$28.00	\$11,200.00	-	\$0.00	410.00	\$11,480.00
9	REMOVAL OF ROCK	CY	750	\$70.00	\$52,500.00	-	\$0.00	1071.00	\$74,970.00
10	AIR SURGING MOBILIZATION	LS	1	\$4,500.00	\$4,500.00	-	\$0.00	2.00	\$9,000.00
11	AIR SURGING DEVELOPMENT	HRS	125	\$210.00	\$26,250.00	-	\$0.00	121.50	\$25,515.00
12	TELEVISION SURVEY	LS	1	\$1,400.00	\$1,400.00	-	\$0.00	1.00	\$1,400.00
13	TEST PUMP MOBILIZATION & INSTALL	LS	1	\$5,000.00	\$5,000.00	-	\$0.00	2.00	\$10,000.00
14	TEST PUMPING	HRS	80	\$140.00	\$11,200.00	-	\$0.00	63.50	\$8,890.00
15	TEST PUMPING DISCHARGE PIPE	LF	2,500	\$5.50	\$13,750.00	-	\$0.00	2425.00	\$13,337.50
16	SAND CONTENT TESTS	EA	5	\$50.00	\$250.00	-	\$0.00	3.00	\$150.00
17	CHEM. ANALYSIS & BACT. TEST	LS	1	\$4,500.00	\$4,500.00	-	\$0.00	1.00	\$4,500.00
18	SOUNDS BARRIER CONSTRUCTION	SF	1,600	\$8.00	\$12,800.00	-	\$0.00	-	\$0.00
19	GAMMA LOG	EA	1	\$800.00	\$800.00	-	\$0.00	1.00	\$800.00
20	RESTORATION	LS	1	\$3,500.00	\$3,500.00	-	\$0.00	-	\$0.00
21	WELL PUMP	LS	1	\$53,250.00	\$53,250.00	0.08	\$4,260.00	1.00	\$53,250.00

TOTALS - BASE CONTRACT		\$304,800.00	\$4,260.00	\$307,347.50
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CHANGE ORDER NO. 1

CO1-1	REVISE COMPLETION DATE	LS	1.0	\$0.00	\$0.00	1.0	\$0.00	0.0	\$0.00
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TOTALS - CHANGE ORDER NO. 1		\$0.00	\$0.00	\$0.00
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TOTALS - REVISED CONTRACT		\$304,800.00	\$4,260.00	\$307,347.50
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MAYOR & COUNCIL COMMUNICATION

DATE:
CONSENT
ITEM #

July 7, 2015

8

AGENDA ITEM: Pumphouse No. 4 – Pay Request No. 8 (Final)

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. Final payment is proposed in accordance with the Contract for the project. Payment remains within authorized contract amount and approved change orders for the project.

SUMMARY AND ACTION REQUESTED:

The City Council is respectfully requested to consider, *as part of the Consent Agenda*, accepting the improvements and approving Pay Request No. 8 (Final) for the Pumphouse No. 4 Improvements. The work has been reviewed by the Engineer and is fully completed in accordance with the Contract, Plans and Specifications and Change Orders. If removed from the consent agenda, the recommended motion for the action is as follows:

“Move to accept the improvements for the Pumphouse No. 4 Improvements and approve Pay Request No. 8 (Final) to Total Mechanical Services, Inc. in the amount of \$38,252.06.”

LEGISLATIVE HISTORY/BACKGROUND INFORMATION:

Total Mechanical Services, Inc., the Contractor for the project, has completed the Pumphouse No. 4 Improvements in accordance with the construction contract awarded by the council on February 18, 2014. The Project Engineer has prepared a Certification of Completion indicating that all work is completed including all punchlist items and is recommending the acceptance of the improvements and release of the final retainage. Project acceptance will initiate the one-year warranty period for the improvements. The one-year warranty will begin on July 7, 2015 and will extend through July 7, 2016.

The final total construction costs for the project is \$765,041.25 which is 2.2% over the original contract amount of \$748,640.00. However total project costs remained on budget at \$977,400. Added construction costs were due primarily to the increased quantities for topsoil borrow and select granular borrow required for site work and site restoration. Topsoil was imported to the site due to the lack of existing topsoil that could be salvaged on site. Additional select granular borrow material was imported to make soil corrections under the footing of the building. Soil corrections were needed to replace unforeseen poor soils. The project is being partially funded through the MN-DEED water system grant. A breakdown of the project costs compared with the previously approved budget is shown below.

	Post Construction Costs	Authorized Project Budget Costs
Total Project Costs:	\$977,400	\$977,400
Funding Source:		
DEED Water Agreement Funds:	\$263,516	\$260,000
Water Enterprise Funds:	\$713,884	\$717,400

Release of final payment is contingent upon the Contractor submitting final lien waivers.

RECOMMENDATION:

Staff is recommending that the City Council consider, *as part of the Consent Agenda*, accepting the improvements for the Pumphouse No. 4 Improvements and approving Pay Request No. 8 (Final) in the amount of \$38,252.06. If removed from the consent agenda, the recommended motion for the action is as follows:

“Move to accept the improvements for the Pumphouse No. 4 Improvements and approve Pay Request No. 8 (Final) to Total Mechanical Services, Inc. in the amount of \$38,252.06.”

ATTACHMENT(S):

1. Certificate of Completion.
2. Partial Pay Estimate No. 8 (Final).

CERTIFICATE OF COMPLETION

DATE OF ISSUANCE: JULY 7, 2015

OWNER:	CITY OF LAKE ELMO, MN
CONTRACTOR:	TOTAL MECHANICAL SERVICES, INC.
PROJECT NAME:	PUMPHOUSE NO. 4 IMPROVEMENTS
PROJECT NO.:	2013.132

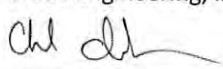
- ☒ This Certification of Completion applies to all work under the Contract Documents
☐ This Certification of Completion applies to the following specified parts of the Contract Documents

I do hereby certify that the work to which this Certificate applies has been constructed in accordance with the Contract dated **FEBRUARY 18, 2014**. The above-mentioned improvement is hereby declared to be complete and acceptance of this work is recommended.

DATE OF COMPLETION: JULY 7, 2015Chad Isakson Reg. No. 49028FOCUS Engineering, Inc.

THE WARRANTY PERIOD BEGINS JULY 7, 2015 **AND ENDS** JULY 7, 2016

PROJECT PAY FORM

PARTIAL PAY ESTIMATE NO. <u>8 (Final)</u>				FOCUS ENGINEERING, inc.	
PUMPHOUSE NO. 4 PROJECT NO. 2013.132				PERIOD OF ESTIMATE FROM <u>1/23/2015</u> TO <u>5/27/2015</u>	
PROJECT OWNER: CITY OF LAKE ELMO 3800 LAVERNE AVENUE NORTH LAKE ELMO, MN 55042 ATTN: JACK GRIFFIN, P.E., CITY ENGINEER				CONTRACTOR: TOTAL MECHANICAL SERVICES, INC. 420 BROADWAY AVE ST. PAUL PARK, MN 55071 ATTN: MARK DIESSNER	
CONTRACT CHANGE ORDER SUMMARY				PAY ESTIMATE SUMMARY	
No.	Approval Date	Amount			
		Additions	Deductions		
1	11/18/2014	\$9,604.75		1. Original Contract Amount	\$748,640.00
2	2/3/2015	\$6,796.50		2. Net Change Order Sum	\$16,401.25
				3. Revised Contract (1+2)	\$765,041.25
				4. *Work Completed	\$765,041.25
				5. *Stored Materials	\$0.00
				6. Subtotal (4+5)	\$765,041.25
				7. Retainage* <u>0.0%</u>	\$0.00
				8. Previous Payments	\$726,789.19
TOTALS		\$16,401.25	\$0.00	9. Amount Due (6-7-8)	\$38,252.06
NET CHANGE		\$16,401.25		*Detailed Breakdown Attached	
CONTRACT TIME					
START DATE: <u>5/19/2014</u>		ORIGINAL DAYS <u>214</u>		ON SCHEDULE	
SUBSTANTIAL COMPLETION: <u>11/28/2014</u>		REVISED DAYS <u>0</u>		YES <input type="checkbox"/>	
FINAL COMPLETION: <u>12/19/2014</u>		REMAINING <u>-159</u>		NO <input checked="" type="checkbox"/>	
ENGINEER'S CERTIFICATION: The undersigned certifies that the work has been reviewed and to the best of their knowledge and belief, the quantities shown in this estimate are correct and the work has been performed in accordance with the contract documents.				FOCUS Engineering, inc.  ENGINEER <u>5/28/2015</u> DATE	
CONTRACTOR'S CERTIFICATION: The undersigned Contractor certifies that to the best of their knowledge, information and belief the work covered by this payment estimate has been completed in accordance with the contract documents, that all amounts have been paid by the contractor for work for which previous payment estimates was issued and payments received from the owner, and that current payment shown herein is now due.				CONTRACTOR BY _____ DATE _____	
APPROVED BY OWNER: CITY OF LAKE ELMO, MINNESOTA					
BY _____			BY _____		
DATE _____			DATE _____		

PARTIAL PAY ESTIMATE NO. 8 (FINAL)

PUMPHOUSE NO. 4
CITY OF LAKE ELMO, MINNESOTA
PROJECT NO. 2013.132

FOCUS ENGINEERING, inc.

ITEM	DESCRIPTION OF PAY ITEM	UNIT	CONTRACT			THIS PERIOD		TOTAL TO DATE	
			QUANTITY	UNIT PRICE	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT
1	DIV 1 - GENERAL CONDITIONS	LS	1	\$60,000.00	\$60,000.00	-	\$0.00	1.00	\$60,000.00
2	DIV 1 - MOBILIZATION	LS	1	\$10,000.00	\$10,000.00	-	\$0.00	1.00	\$10,000.00
3	DIV 2 - SITE WORK	LS	1	\$45,000.00	\$45,000.00	-	\$0.00	1.00	\$45,000.00
4	DIV 3 - CONCRETE	LS	1	\$30,000.00	\$30,000.00	-	\$0.00	1.00	\$30,000.00
5	DIV 4 - MASONRY	LS	1	\$59,000.00	\$59,000.00	-	\$0.00	1.00	\$59,000.00
6	DIV 5 - METALS	LS	1	\$3,000.00	\$3,000.00	-	\$0.00	1.00	\$3,000.00
7	DIV 6 - CARPENTRY	LS	1	\$19,000.00	\$19,000.00	-	\$0.00	1.00	\$19,000.00
8	DIV 7 - THERMAL PROTECTION	LS	1	\$13,000.00	\$13,000.00	-	\$0.00	1.00	\$13,000.00
9	DIV 8 - DOORS AND WINDOWS	LS	1	\$12,000.00	\$12,000.00	-	\$0.00	1.00	\$12,000.00
10	DIV 9 - FINISHES	LS	1	\$10,000.00	\$10,000.00	-	\$0.00	1.00	\$10,000.00
11	DIV 10 - SAFETY AND SIGNS	LS	1	\$5,000.00	\$5,000.00	-	\$0.00	1.00	\$5,000.00
12	DIV 11 - PROCESS EQUIPMENT	LS	1	\$60,000.00	\$60,000.00	-	\$0.00	1.00	\$60,000.00
13	DIV 15 - MECHANICAL	LS	1	\$137,900.00	\$137,900.00	-	\$0.00	1.00	\$137,900.00
14	DIV 16 - ELECTRICAL	LS	1	\$243,000.00	\$243,000.00	-	\$0.00	1.00	\$243,000.00
15	COMMON EXCAVATION (P)	CY	350	\$11.00	\$3,850.00	-	\$0.00	350.00	\$3,850.00
16	TYPE SP. 12.5 BITUMINOUS WEARING COURSE MIXTURE (2,B)	TN	130	\$108.00	\$14,040.00	-	\$0.00	114.0	\$12,312.00
17	BITUMINOUS MATERIAL FOR TACK COAT	GAL	35	\$6.00	\$210.00	-	\$0.00	35.0	\$210.00
18	AGGREGATE BASE CLASS 5, 100% CRUSHED	TN	190	\$20.00	\$3,800.00	-	\$0.00	237.0	\$4,740.00
19	SELECT GRANULAR BORROW (MODIFIED)	TN	380	\$13.50	\$5,130.00	-	\$0.00	637.0	\$8,599.50
20	5" CONCRETE SIDEWALK	SF	235	\$5.00	\$1,175.00	-	\$0.00	235.0	\$1,175.00
21	TRUNCATED DOME PANELS	SF	8	\$40.00	\$320.00	-	\$0.00	8.0	\$320.00
22	TOPSOIL BORROW (CV)	CY	15	\$65.00	\$975.00	-	\$0.00	226.0	\$14,690.00
23	TEMPORARY ROCK CONSTRUCTION ENTRANCE	EA	1	\$1,000.00	\$1,000.00	-	\$0.00	1.0	\$1,000.00
24	SILT FENCE, MACHINE SLICED	LF	400	\$3.00	\$1,200.00	-	\$0.00	400.0	\$1,200.00
25	STREET SWEEPER	HR	4	\$110.00	\$440.00	-	\$0.00	4.0	\$440.00
26	SOD	SY	2,400	\$4.00	\$9,600.00	-	\$0.00	-	\$0.00
TOTALS - BASE CONTRACT					\$748,640.00		\$0.00		\$755,436.50

CHANGE ORDER NO. 1

CO1-1	HYDROSEEDING	SY	2,945	\$1.90	\$5,595.50	-	\$0.00	2945.00	\$5,595.50
CO1-2	GRADING FOR SOIL CORRECTION	HR	14.5	\$276.50	\$4,009.25	-	\$0.00	14.50	\$4,009.25
TOTALS-CHANGE ORDER NO. 1					\$9,604.75		\$0.00		\$9,604.75

COMPENSATING CHANGE ORDER NO. 2

CO2-1	COMPENSATING CHANGE ORDER	LS	1	\$6,796.50	\$6,796.50	-	\$0.00	-	\$0.00
TOTALS-COMPENSATING CHANGE ORDER NO. 2					\$6,796.50		\$0.00		\$0.00

TOTALS-REVISED CONTRACT

\$765,041.25 **\$0.00** **\$765,041.25**

MAYOR & COUNCIL COMMUNICATION

DATE: July 7, 2015
CONSENT
ITEM # 10

AGENDA ITEM: Ownership & Maintenance Agreement – 11732 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 ItemStaff
- 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 Ownership & Maintenance agreement for Andrew & Autumn Schinka at 11732 58th Street 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 Ownership & Maintenance agreement. The City has received a request to install a Private Drain Tile System within a drainage and utility easement area at 11732 58th Street from Andrew & Autumn Schinka. Approval of the requested improvement within the City's drainage and utility easements, along with the Ownership and Maintenance agreement 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 Ownership and Maintenance 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 Ownership & Maintenance agreement for Andrew & Autumn Schinka, 11732 58th Street N to install a Private Drain Tile System 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, approval will be given and an Ownership and Maintenance Agreement is needed before the work may commence.

The Ownership and Maintenance Agreement that has been submitted for Council consideration is for a Private Drain Tile System and has been reviewed by planning & Engineering staff. The proposed Private Drain Tile System meets all city code requirements and Staff would have otherwise authorized construction of the Private Drain Tile System if it did not encroach into a drainage and utility easement.

BACKGROUND INFORMATION (SWOT):

Strengths: The Ownership and Maintenance 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 Ownership & Maintenance agreement for Andrew & Autumn Schinka to install a Private Drain Tile System within the City’s drainage and utility easement.”



MAYOR & COUNCIL COMMUNICATION

DATE: July 7, 2015
CONSENT
ITEM # 11

AGENDA ITEM: Easement Encroachment Agreement – 528 Juniper Court 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 Paul & Katie Ristvedt at 528 Juniper Court 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 528 Juniper Court N from Paul & Katie Ristvedt. 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 Paul & Katie Ristvedt, 528 Juniper Court 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 Paul & Katie Ristvedt to install a fence within the City’s drainage and utility easement.”



MAYOR & COUNCIL COMMUNICATION

DATE: July 7, 2015
REGULAR
ITEM # 12

AGENDA ITEM: Eagle Point Boulevard Street and Utility Improvements – Accept Bids and Award Contract

SUBMITTED BY: Ryan Stempiski, Project Engineer

THROUGH: Dean A. Zuleger, City Administrator

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

SUGGESTED ORDER OF BUSINESS:

- 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: \$1,249,494.09.

Approval of this resolution commits the council to entering into a construction contract for the project with a construction contract amount of \$1,249,494.09. In accordance with the City's Special Assessment Policy this improvement will be 100% assessed by the abutting commercial properties. However, the post bid project costs now exceed the preliminary assessment amounts by \$61,600.

SUMMARY AND ACTION REQUESTED:

The City Council is respectfully requested to consider accepting contractor bids as presented and award a contract for the Eagle Point Boulevard Street and Utility Improvements. The recommended motion for this action is as follows:

“Move to approve Resolution No. 2015-55, Accepting Bids and Awarding a Contract to Miller Excavating, Inc. in the amount of \$1,249,494.09 for the Eagle Point Boulevard Street and Utility Improvements.”

LEGISLATIVE HISTORY/BACKGROUND INFORMATION:

Bids were received, publicly opened, and read aloud on Tuesday, June 30, 2015. The City's design consultant has prepared and attached the Tabulation of Bids and a letter of recommendation for the award of the contract. The City received seven bids for this project, with Miller Excavating, Inc. providing the lowest bid in the amount of \$1,249,494.09. The feasibility report construction cost estimate was \$938,000 for the street and storm sewer and \$79,000 for the sanitary sewer construction for a total construction estimate of \$1,017,000. The watermain construction costs were not included in the feasibility report, but would be paid from the water enterprise fund to extend trunk watermain to the north side of Eagle Point Boulevard as part of this project.

After deducting the watermain project costs (enterprise fund), deducting the sanitary sewer project costs (to be paid in full by the Inwood development), reducing the project contingency from 10% to 2.5%, and applying the job to date engineering cost savings, the project job to completion overage is estimated at \$61,600. Because the street and storm sewer costs were 100% assessed and the preliminary assessment amounts have been determined, the overage amount of \$61,600 will need to be funded by the City for the project to move forward.

The City Engineer will present the cost details at the council meeting and will identify potential value engineering opportunities that may be pursued should the project be approved for construction.

The City Council approved the Plans and Specifications for the Eagle Point Boulevard Street and Utility Improvements on June 2, 2015, and authorized staff to advertise the Project for bids. The Project was advertised on QuestCDN.com and in the Oakdale-Lake Elmo Review in accordance with the Minnesota Competitive Bidding requirements. The improvements include:

- Reconstruction of Eagle Point Boulevard from CSAH 13 to Hudson Boulevard.
- Placement of granular drainage subbase with draitile to address frost heaving actions from underlying soils.
- Extension storm sewer system and additional catch basins to improve surface drainage.
- Extension of sanitary sewer to provide service to the Inwood Development.
- Extension of watermain to provide a connection point for future trunk watermain along Inwood Avenue.

RECOMMENDATION:

Staff is recommending that the City Council approve Resolution No. 2015-55, thereby accepting bids and awarding a contract to Miller Excavating, Inc., in the amount of \$1,249,494.09, for the Eagle Point Boulevard Street and Utility Improvements. The recommended motion for this action is as follows:

“Move to approve Resolution No. 2015-55, Accepting Bids and Awarding a Contract to Miller Excavating, Inc. in the amount of \$1,249,494.09 for the Eagle Point Boulevard Street and Utility Improvements.”

ATTACHMENT(S):

1. Resolution No. 2015-55 Accepting Bids and Awarding a Contract.
2. Tabulation of Bids and Engineer's Letter of Award Recommendation.
3. Project Schedule.

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

RESOLUTION NO. 2015-55

**A RESOLUTION ACCEPTING BIDS AND AWARDING A CONTRACT
FOR THE EAGLE POINT BOULEVARD STREET AND UTILITY
IMPROVEMENTS**

WHEREAS, pursuant to an advertisement for bids for the Eagle Point Boulevard Street and Utility Improvements, 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, Miller Excavating, Inc., in the amount of \$1,249,494.09.

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 Adjusted Total Base Bid, and according to the plans and specifications thereof approved by the City Council.
2. The Finance Director 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 SEVENTH DAY OF
JULY, 2015.**

CITY OF LAKE ELMO

By: _____
Mike Pearson
Mayor

(Seal)

ATTEST:

Beckie Gumatz
Deputy Clerk



444 Cedar Street, Suite 1500
Saint Paul, MN 55101
651.292.4400
tkda.com

July 1, 2015

Ryan Stempski
Focus Engineering for
City of Lake Elmo

Re: Eagle Point Boulevard Street and Utility Improvements
Lake Elmo, Minnesota
TKDA Project No. 15815.000

Dear Mr Stempski:

On June 30, 2015, bids were received for the above referenced project. We have tabulated the bids with the following results:

<u>BIDDER</u>	<u>TOTAL BID AMOUNT</u>
Miller Excavation	\$1,249,494.09
A-1 Excavating	\$1,355,027.30
Ryan Contracting	\$1,414,076.75
Minger Construction	\$1,481,053.40
Dresel Contracting	\$1,491,792.04
Northdale Construction	\$1,733,869.99
Park Construction	\$1,889,083.70
Engineers Estimate	\$1,105,862.55

RECOMMENDATION

We recommend that you award the Contract to the lowest bidder, Miller Excavating. A complete tabulation of all bids is attached.

Please do not hesitate to call me with any questions or comments you may have.

Sincerely,

Eric E Klingbeil, PE
for
Ron Quanbeck, PE
Enclosure

TABULATION OF BIDS

EAGLE POINT BLVD STREET AND UTILITY IMPROVEMENTS
CITY OF LAKE ELMO, MINNESOTA
TKDA PROJECT NO. 15815.000



444 Cedar Street, Suite 1000
Saint Paul, MN 55102
(612) 212-2400
TKDA.com

BIDS OPENED: JUNE 30, 2015, AT 2:00 PM

*DENOTES ERROR IN BIDDERS CALCULATION

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	ENGINEER'S ESTIMATE		MILLER		A-1 EXCAVATING	
				UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT
GENERAL									
1	MOBILIZATION	1	LS	\$ 60,000.00	\$ 60,000.00	\$ 29,900.00	\$ 29,900.00	\$ 48,750.00	\$ 48,750.00
2	TRAFFIC CONTROL	1	LS	\$ 12,500.00	\$ 12,500.00	\$ 6,850.00	\$ 6,850.00	\$ 5,800.00	\$ 5,800.00
3	SILT FENCE	3100	LF	\$ 2.50	\$ 7,750.00	\$ 2.00	\$ 6,200.00	\$ 1.90	\$ 5,890.00
4	INLET PROTECTION	17	EA	\$ 160.00	\$ 2,720.00	\$ 200.00	\$ 3,400.00	\$ 120.00	\$ 2,040.00
5	TEMPORARY ROCK CONSTRUCTION ENTRANCE	2	EA	\$ 1,000.00	\$ 2,000.00	\$ 1,000.00	\$ 2,000.00	\$ 450.00	\$ 900.00
6	STREET SWEEPING	20	HR	\$ 75.00	\$ 1,500.00	\$ 100.00	\$ 2,000.00	\$ 160.00	\$ 3,200.00
7	6" TOPSOIL AND SOD	5145	SY	\$ 4.50	\$ 23,152.50	\$ 10.50	\$ 54,022.50	\$ 6.60	\$ 33,957.00
8	HYDRAULIC MULCH (TEMPORARY)	2575	SY	\$ 0.95	\$ 2,446.25	\$ 1.15	\$ 2,961.25	\$ 0.80	\$ 2,060.00
SUBTOTAL DIVISION 1							\$ 107,333.75		\$ 102,597.00
SANITARY SEWER									
1	CONNECT TO EXISTING SANITARY SEWER MANHOLE	2	EA	\$ 2,500.00	\$ 5,000.00	\$ 2,800.00	\$ 5,600.00	\$ 1,300.00	\$ 2,600.00
2	SANITARY SEWER PIPE - 8"	764	LF	\$ 32.00	\$ 24,448.00	\$ 33.60	\$ 25,670.40	\$ 43.00	\$ 32,852.00
3	SANITARY SEWER MANHOLE - TYPE 301	3	EA	\$ 5,000.00	\$ 15,000.00	\$ 3,400.00	\$ 10,200.00	\$ 3,278.00	\$ 9,834.00
4	EXCESS MANHOLE DEPTH	12	LF	\$ 500.00	\$ 6,000.00	\$ 240.00	\$ 2,880.00	\$ 150.00	\$ 1,800.00
5	REMOVAL OF UNSTABLE FOUNDATION MATERIAL	42.00	CY	\$ 12.50	\$ 525.00	\$ 52.00	\$ 2,184.00	\$ 15.00	\$ 630.00
6	STABILIZING AGGREGATE BORROW	42.00	CY	\$ 25.00	\$ 1,050.00	\$ 68.00	\$ 2,856.00	\$ 39.00	\$ 1,638.00
7	TELEVISION	764	LF	\$ 3.00	\$ 2,292.00	\$ 3.50	\$ 2,674.00	\$ 1.50	\$ 1,146.00
SUBTOTAL DIVISION 2							\$ 52,064.40		\$ 50,500.00
WATERMAIN									
1	CONNECT TO EXISTING WATERMAIN	1	EA	\$ 1,250.00	\$ 1,250.00	\$ 2,650.00	\$ 2,650.00	\$ 2,382.00	\$ 2,382.00
2	6" GATE VALVE & BOX	1	EA	\$ 1,750.00	\$ 1,750.00	\$ 1,990.00	\$ 1,990.00	\$ 1,370.00	\$ 1,370.00
3	12" GATE VALVE	2	EA	\$ 3,000.00	\$ 6,000.00	\$ 4,770.00	\$ 9,540.00	\$ 3,096.00	\$ 6,192.00
4	16" BUTTERFLY VALVE & BOX	1	EA	\$ 3,500.00	\$ 3,500.00	\$ 4,990.00	\$ 4,990.00	\$ 2,858.00	\$ 2,858.00
5	HYDRANT	1	EA	\$ 3,250.00	\$ 3,250.00	\$ 4,560.00	\$ 4,560.00	\$ 4,434.00	\$ 4,434.00
6	16" DIP CL. 52 WATERMAIN	209	LF	\$ 87.50	\$ 18,287.50	\$ 108.00	\$ 22,572.00	\$ 89.00	\$ 18,601.00
7	REMOVE AND REPLACE VALVE BOX	2	EA	\$ 1,500.00	\$ 3,000.00	\$ 985.00	\$ 1,970.00	\$ 665.00	\$ 1,330.00
8	16"x45" BEND MJ DUCTILE IRON COMPACT FITTING	1	EA	\$ 1,550.00	\$ 1,550.00	\$ 1,560.00	\$ 1,560.00	\$ 1,241.00	\$ 1,241.00
9	16"x16" TEE MJ DUCTILE IRON COMPACT FITTING	1	EA	\$ 2,750.00	\$ 2,750.00	\$ 2,190.00	\$ 2,190.00	\$ 1,883.00	\$ 1,883.00
10	16"x12" REDUCER MJ DUCTILE IRON COMPACT FITTING	2	EA	\$ 750.00	\$ 1,500.00	\$ 1,380.00	\$ 2,760.00	\$ 935.00	\$ 1,870.00
11	16"x6" REDUCER MJ DUCTILE IRON COMPACT FITTING	1	EA	\$ 850.00	\$ 850.00	\$ 1,270.00	\$ 1,270.00	\$ 902.00	\$ 902.00
12	4" POLYSTYRENE INSULATION	32	SF	\$ 6.00	\$ 192.00	\$ 10.00	\$ 320.00	\$ 6.00	\$ 192.00
SUBTOTAL DIVISION 3							\$ 56,372.00		\$ 43,255.00
STORM SEWER									
30	REMOVE EXISTING STORM SEWER STRUCTURE	2	EA	\$ 1,000.00	\$ 2,000.00	\$ 400.00	\$ 800.00	\$ 400.00	\$ 800.00
31	REMOVE EXISTING STORM SEWER (ALL TYPES AND SIZES)	65	LF	\$ 15.00	\$ 975.00	\$ 15.00	\$ 975.00	\$ 25.00	\$ 1,625.00
32	CONNECT TO EXISTING STORM SEWER STRUCTURE	2	EA	\$ 1,500.00	\$ 3,000.00	\$ 890.00	\$ 1,780.00	\$ 800.00	\$ 1,600.00
33	STORM SEWER PIPE - 12" RCP	117	LF	\$ 25.00	\$ 2,925.00	\$ 33.00	\$ 3,861.00	\$ 36.00	\$ 4,212.00
34	STORM SEWER PIPE - 15" RCP	971	LF	\$ 29.50	\$ 28,644.50	\$ 34.50	\$ 33,499.50	\$ 41.00	\$ 39,811.00
35	CATCH BASIN - TYPE 404	3	EA	\$ 1,500.00	\$ 4,500.00	\$ 1,695.00	\$ 5,085.00	\$ 2,160.00	\$ 6,480.00
36	CATCH BASIN/MANHOLE - TYPE 406	7.00	EA	\$ 2,100.00	\$ 14,700.00	\$ 2,665.00	\$ 18,655.00	\$ 2,950.00	\$ 20,650.00
37	RESET EXISTING CATCH BASIN CASTING	2.00	EA	\$ 450.00	\$ 900.00	\$ 475.00	\$ 950.00	\$ 200.00	\$ 400.00
38	REPAIR EXISTING CATCH BASIN CONCRETE	27.00	SF	\$ 26.00	\$ 702.00	\$ 36.00	\$ 972.00	\$ 30.00	\$ 810.00
SUBTOTAL DIVISION 4							\$ 66,577.50		\$ 76,388.00
STREET CONSTRUCTION									
39	SALVAGE POST AND SIGN	11.00	EA	\$ 250.00	\$ 2,750.00	\$ 60.00	\$ 660.00	\$ 220.00	\$ 2,420.00
40	REMOVE POST AND SIGN	1.00	EA	\$ 100.00	\$ 100.00	\$ 60.00	\$ 60.00	\$ 50.00	\$ 50.00
41	SAWCUT BITUMINOUS OR CONCRETE	553.00	LF	\$ 2.50	\$ 1,382.50	\$ 3.00	\$ 1,659.00	\$ 3.00	\$ 1,659.00
42	REMOVE AND DISPOSE OF EXISTING BITUMINOUS PAVEMENT	266.00	SY	\$ 5.50	\$ 1,463.00	\$ 5.00	\$ 1,330.00	\$ 2.00	\$ 532.00
43	REMOVE AND DISPOSE OF EXISTING CONCRETE PAVEMENT	380.00	SY	\$ 8.50	\$ 3,230.00	\$ 6.00	\$ 2,280.00	\$ 4.00	\$ 1,520.00
44	REMOVE AND DISPOSE OF EXISTING CONCRETE CURB	7,036.00	LF	\$ 3.00	\$ 21,108.00	\$ 2.00	\$ 14,072.00	\$ 2.50	\$ 17,590.00
45	COMMON EXCAVATION	1.00	LS	\$ 125,000.00	\$ 125,000.00	\$ 214,450.00	\$ 214,450.00	\$ 198,000.00	\$ 198,000.00
46	SELECT GRANULAR BORROW (CV) (P)	12,000.00	CY	\$ 11.00	\$ 132,000.00	\$ 11.95	\$ 143,400.00	\$ 19.50	\$ 234,000.00
47	SUBGRADE CORRECTION	2,700.00	SY	\$ 5.00	\$ 13,500.00	\$ 9.00	\$ 24,300.00	\$ 3.00	\$ 8,100.00
48	SUBGRADE PREPARATION	34.00	RS	\$ 225.00	\$ 7,650.00	\$ 150.00	\$ 5,100.00	\$ 300.00	\$ 10,200.00
49	CLASS 6 AGGREGATE BASE	9,850.00	TN	\$ 14.00	\$ 137,900.00	\$ 12.65	\$ 124,602.50	\$ 14.00	\$ 137,900.00
50	AGGREGATE TRAIL RESTORATION	9.00	TN	\$ 40.00	\$ 360.00	\$ 80.00	\$ 720.00	\$ 35.00	\$ 315.00
51	BITUMINOUS NON-WEAR COURSE	1,825.00	TN	\$ 62.00	\$ 113,150.00	\$ 62.00	\$ 113,150.00	\$ 71.00	\$ 129,575.00
52	BITUMINOUS WEAR COURSE	1,825.00	TN	\$ 67.00	\$ 122,275.00	\$ 62.00	\$ 113,150.00	\$ 69.00	\$ 125,925.00
53	BITUMINOUS MATERIAL FOR TACK COAT	842.00	GA	\$ 3.10	\$ 2,610.20	\$ 3.00	\$ 2,526.00	\$ 2.50	\$ 2,105.00
54	CONCRETE CURB AND GUTTER	6,596.00	LF	\$ 12.50	\$ 82,450.00	\$ 12.00	\$ 79,152.00	\$ 12.00	\$ 79,152.00
55	DRIVEWAY VALLEY GUTTER	4.00	EA	\$ 850.00	\$ 3,400.00	\$ 2,970.00	\$ 11,880.00	\$ 600.00	\$ 2,400.00
56	6" CONCRETE DRIVEWAY PAVEMENT	40.00	SY	\$ 52.50	\$ 2,100.00	\$ 55.00	\$ 2,200.00	\$ 110.00	\$ 4,400.00
57	BITUMINOUS DRIVEWAY PAVEMENT	295.00	SY	\$ 26.00	\$ 7,670.00	\$ 27.00	\$ 7,965.00	\$ 35.00	\$ 10,325.00
58	PERFORATED PVC EDGE DRAIN	6,660.00	LF	\$ 4.00	\$ 26,640.00	\$ 9.00	\$ 59,940.00	\$ 9.00	\$ 59,940.00
59	DRAINTILE CLEANOUT	50.00	EA	\$ 100.00	\$ 5,000.00	\$ 150.00	\$ 7,500.00	\$ 590.00	\$ 29,500.00
60	DRAINTILE CONNECTION INTO CATCH BASIN	8.00	EA	\$ 425.00	\$ 3,400.00	\$ 400.00	\$ 3,200.00	\$ 550.00	\$ 4,400.00
61	PRECAST CONCRETE HEADWALL FOR DRAINTILE	6.00	EA	\$ 195.00	\$ 1,170.00	\$ 515.00	\$ 3,090.00	\$ 310.00	\$ 1,860.00
62	ADJUST MANHOLE CASTING	4.00	EA	\$ 450.00	\$ 1,800.00	\$ 600.00	\$ 2,400.00	\$ 235.00	\$ 940.00
63	ADJUST GATE VALVE BOX	18.00	EA	\$ 150.00	\$ 2,700.00	\$ 350.00	\$ 6,300.00	\$ 165.00	\$ 2,970.00
64	FURNISH SIGN PANEL	15.00	SF	\$ 45.00	\$ 675.00	\$ 45.00	\$ 675.00	\$ 30.00	\$ 450.00
65	INSTALL SIGN PANELS	2.00	EA	\$ 115.00	\$ 230.00	\$ 200.00	\$ 400.00	\$ 170.00	\$ 340.00
66	4" SOLID LINE WHITE EPOXY	7,116.00	LF	\$ 0.45	\$ 3,202.20	\$ 0.53	\$ 3,771.48	\$ 0.35	\$ 2,490.60
67	4" SOLID LINE YELLOW EPOXY	1,524.00	LF	\$ 0.45	\$ 685.80	\$ 0.53	\$ 807.72	\$ 0.35	\$ 533.40
68	4" BROKEN LINE YELLOW EPOXY	2,558.00	LF	\$ 0.45	\$ 1,151.10	\$ 0.53	\$ 1,355.74	\$ 0.35	\$ 895.30
69	STOP BAR - POLY PREFORMED	2.00	EA	\$ 500.00	\$ 1,000.00	\$ 1,200.00	\$ 2,400.00	\$ 1,000.00	\$ 2,000.00
70	TEMPORARY PAVEMENT STRIPING	1.00	LS	\$ 2,750.00	\$ 2,750.00	\$ 4,500.00	\$ 4,500.00	\$ 3,800.00	\$ 3,800.00
71	PAVEMENT MARKINGS - POLY PREFORMED	10.00	EA	\$ 675.00	\$ 6,750.00	\$ 815.00	\$ 8,150.00	\$ 600.00	\$ 6,000.00
SUBTOTAL DIVISION 5							\$ 967,146.44		\$ 1,082,287.30
TOTAL					\$ 1,105,862.55		\$ 1,249,494.09		\$ 1,355,027.30

TABULATION OF BIDS

EAGLE POINT BLVD STREET AND UTILITY IMPROVEMENTS
CITY OF LAKE ELMO, MINNESOTA
TKDA PROJECT NO. 15815.000



444 Cedar Street, Suite 1000
South St. Paul, MN 55107
651.282.1800
www.tkda.com

BIDS OPENED: JUNE 30, 2015, AT 2:00 PM

*DENOTES ERROR IN BIDDERS CALCULATION

*DENOTES ERROR IN BIDDERS CALCULATION

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	RYAN CONTRACTING UNIT PRICE	RYAN CONTRACTING TOTAL AMOUNT	MINGER CONSTRUCTION UNIT PRICE	MINGER CONSTRUCTION TOTAL AMOUNT	DRESEL CONTRACTING UNIT PRICE	DRESEL CONTRACTING TOTAL AMOUNT
GENERAL									
1	MOBILIZATION	1	LS	\$ 65,000.00	\$ 65,000.00	\$ 45,950.00	\$ 45,950.00	\$ 123,812.50	\$ 123,812.50
2	TRAFFIC CONTROL	1	LS	\$ 6,000.00	\$ 6,000.00	\$ 6,400.00	\$ 6,400.00	\$ 6,600.00	\$ 6,600.00
3	SILT FENCE	3100	LF	\$ 1.50	\$ 4,650.00	\$ 2.20	\$ 6,820.00	\$ 3.60	\$ 11,160.00
4	INLET PROTECTION	17	EA	\$ 200.00	\$ 3,400.00	\$ 115.00	\$ 1,955.00	\$ 198.00	\$ 3,366.00
5	TEMPORARY ROCK CONSTRUCTION ENTRANCE	2	EA	\$ 500.00	\$ 1,000.00	\$ 1,110.00	\$ 2,220.00	\$ 2,220.00	\$ 4,440.00
6	STREET SWEEPING	20	HR	\$ 150.00	\$ 3,000.00	\$ 165.00	\$ 3,300.00	\$ 198.00	\$ 3,960.00
7	6" TOPSOIL AND SOD	5145	SY	\$ 7.10	\$ 36,529.50	\$ 5.95	\$ 30,612.75	\$ 7.20	\$ 37,044.00
8	HYDRAULIC MULCH (TEMPORARY)	2575	SY	\$ 0.50	\$ 1,287.50	\$ 1.10	\$ 2,832.50	\$ 2.40	\$ 6,180.00
SUBTOTAL DIVISION 1					\$ 120,867.00		\$ 100,090.25		\$ 196,562.50
SANITARY SEWER									
1	CONNECT TO EXISTING SANITARY SEWER MANHOLE	2	EA	\$ 2,500.00	\$ 5,000.00	\$ 3,285.00	\$ 6,570.00	\$ 810.00	\$ 1,620.00
2	SANITARY SEWER PIPE - 8"	764	LF	\$ 40.00	\$ 30,560.00	\$ 62.30	\$ 47,597.20	\$ 51.83	\$ 39,598.12
3	SANITARY SEWER MANHOLE - TYPE 301	3	EA	\$ 3,000.00	\$ 9,000.00	\$ 2,420.00	\$ 7,260.00	\$ 2,820.00	\$ 8,460.00
4	EXCESS MANHOLE DEPTH	12	LF	\$ 175.00	\$ 2,100.00	\$ 88.00	\$ 1,056.00	\$ 525.00	\$ 6,300.00
5	REMOVAL OF UNSTABLE FOUNDATION MATERIAL	42.00	CY	\$ 5.00	\$ 210.00	\$ 15.60	\$ 655.20	\$ 33.14	\$ 1,391.88
6	STABILIZING AGGREGATE BORROW	42.00	CY	\$ 50.00	\$ 2,100.00	\$ 49.60	\$ 2,083.20	\$ 74.86	\$ 3,144.12
7	TELEVISION	764	LF	\$ 2.00	\$ 1,528.00	\$ 3.50	\$ 2,674.00	\$ 2.40	\$ 1,833.60
SUBTOTAL DIVISION 2					\$ 50,498.00		\$ 67,895.60		\$ 62,347.72
WATERMAIN									
1	CONNECT TO EXISTING WATERMAIN	1	EA	\$ 2,500.00	\$ 2,500.00	\$ 7,665.00	\$ 7,665.00	\$ 1,531.40	\$ 1,531.40
2	6" GATE VALVE & BOX	1	EA	\$ 1,800.00	\$ 1,800.00	\$ 1,385.00	\$ 1,385.00	\$ 2,015.00	\$ 2,015.00
3	12" GATE VALVE	2	EA	\$ 3,500.00	\$ 7,000.00	\$ 3,880.00	\$ 7,760.00	\$ 3,627.00	\$ 7,254.00
4	16" BUTTERFLY VALVE & BOX	1	EA	\$ 3,500.00	\$ 3,500.00	\$ 3,445.00	\$ 3,445.00	\$ 4,154.00	\$ 4,154.00
5	HYDRANT	1	EA	\$ 5,000.00	\$ 5,000.00	\$ 4,645.00	\$ 4,645.00	\$ 6,103.90	\$ 6,103.90
6	16" DIP CL. 52 WATERMAIN	209	LF	\$ 90.00	\$ 18,810.00	\$ 119.00	\$ 24,871.00	\$ 105.82	\$ 22,116.38
7	REMOVE AND REPLACE VALVE BOX	2	EA	\$ 500.00	\$ 1,000.00	\$ 990.00	\$ 1,980.00	\$ 1,209.00	\$ 2,418.00
8	16"x45" BEND MJ DUCTILE IRON COMPACT FITTING	1	EA	\$ 1,000.00	\$ 1,000.00	\$ 1,445.00	\$ 1,445.00	\$ 1,869.30	\$ 1,869.30
9	16"x16" TEE MJ DUCTILE IRON COMPACT FITTING	1	EA	\$ 2,000.00	\$ 2,000.00	\$ 1,840.00	\$ 1,840.00	\$ 2,588.50	\$ 2,588.50
10	16"x12" REDUCER MJ DUCTILE IRON COMPACT FITTING	2	EA	\$ 800.00	\$ 1,600.00	\$ 990.00	\$ 1,980.00	\$ 2,278.50	\$ 4,557.00
11	16"x6" REDUCER MJ DUCTILE IRON COMPACT FITTING	1	EA	\$ 750.00	\$ 750.00	\$ 760.00	\$ 760.00	\$ 1,692.60	\$ 1,692.60
12	4" POLYSTYRENE INSULATION	32	SF	\$ 5.00	\$ 160.00	\$ 4.45	\$ 142.40	\$ 39.23	\$ 1,255.36
SUBTOTAL DIVISION 3					\$ 45,120.00		\$ 57,918.40		\$ 57,555.44
STORM SEWER									
30	REMOVE EXISTING STORM SEWER STRUCTURE	2	EA	\$ 1,000.00	\$ 2,000.00	\$ 380.00	\$ 760.00	\$ 603.00	\$ 1,206.00
31	REMOVE EXISTING STORM SEWER (ALL TYPES AND SIZES)	65	LF	\$ 12.00	\$ 780.00	\$ 11.55	\$ 750.75	\$ 21.42	\$ 1,392.30
32	CONNECT TO EXISTING STORM SEWER STRUCTURE	2	EA	\$ 1,500.00	\$ 3,000.00	\$ 850.00	\$ 1,700.00	\$ 943.50	\$ 1,887.00
33	STORM SEWER PIPE - 12" RCP	117	LF	\$ 45.00	\$ 5,265.00	\$ 41.00	\$ 4,797.00	\$ 41.95	\$ 4,908.15
34	STORM SEWER PIPE - 15" RCP	971	LF	\$ 48.00	\$ 46,608.00	\$ 37.55	\$ 36,461.05	\$ 60.15	\$ 58,405.65
35	CATCH BASIN - TYPE 404	3	EA	\$ 2,500.00	\$ 7,500.00	\$ 1,980.00	\$ 5,940.00	\$ 1,265.00	\$ 3,795.00
36	CATCH BASIN/MANHOLE - TYPE 406	7.00	EA	\$ 2,600.00	\$ 18,200.00	\$ 2,485.00	\$ 17,395.00	\$ 1,888.29	\$ 13,218.03
37	RESET EXISTING CATCH BASIN CASTING	2.00	EA	\$ 1,000.00	\$ 2,000.00	\$ 565.00	\$ 1,130.00	\$ 510.00	\$ 1,020.00
38	REPAIR EXISTING CATCH BASIN CONCRETE	27.00	SF	\$ 30.00	\$ 810.00	\$ 65.00	\$ 1,755.00	\$ 75.56	\$ 2,040.12
SUBTOTAL DIVISION 4					\$ 86,163.00		\$ 70,688.80		\$ 87,872.25
STREET CONSTRUCTION									
39	SALVAGE POST AND SIGN	11.00	EA	\$ 40.00	\$ 440.00	\$ 46.50	\$ 511.50	\$ 48.00	\$ 528.00
40	REMOVE POST AND SIGN	1.00	EA	\$ 40.00	\$ 40.00	\$ 75.00	\$ 75.00	\$ 48.00	\$ 48.00
41	SAWCUT BITUMINOUS OR CONCRETE	553.00	LF	\$ 6.00	\$ 3,318.00	\$ 4.00	\$ 2,212.00	\$ 4.04	\$ 2,234.12
42	REMOVE AND DISPOSE OF EXISTING BITUMINOUS PAVEMENT	266.00	SY	\$ 10.00	\$ 2,660.00	\$ 5.70	\$ 1,516.20	\$ 4.17	\$ 1,109.22
43	REMOVE AND DISPOSE OF EXISTING CONCRETE PAVEMENT	380.00	SY	\$ 12.00	\$ 4,560.00	\$ 6.45	\$ 2,451.00	\$ 3.65	\$ 1,387.00
44	REMOVE AND DISPOSE OF EXISTING CONCRETE CURB	7,036.00	LF	\$ 4.00	\$ 28,144.00	\$ 3.40	\$ 23,922.40	\$ 3.41	\$ 23,992.76
45	COMMON EXCAVATION	1.00	LS	\$ 200,000.00	\$ 200,000.00	\$ 312,000.00	\$ 312,000.00	\$ 283,650.00	\$ 283,650.00
46	SELECT GRANULAR BORROW (CV) (P)	12,000.00	CY	\$ 20.00	\$ 240,000.00	\$ 14.80	\$ 177,600.00	\$ 14.35	\$ 172,200.00
47	SUBGRADE CORRECTION	2,700.00	SY	\$ 10.00	\$ 27,000.00	\$ 12.55	\$ 33,885.00	\$ 15.50	\$ 41,850.00
48	SUBGRADE PREPARATION	34.00	RS	\$ 400.00	\$ 13,600.00	\$ 205.00	\$ 6,970.00	\$ 273.53	\$ 9,300.02
49	CLASS 6 AGGREGATE BASE	9,850.00	TN	\$ 15.00	\$ 147,750.00	\$ 16.80	\$ 165,480.00	\$ 13.97	\$ 137,604.50
50	AGGREGATE TRAIL RESTORATION	9.00	TN	\$ 50.00	\$ 450.00	\$ 42.00	\$ 378.00	\$ 206.67	\$ 1,860.03
51	BITUMINOUS NON-WEAR COURSE	1,825.00	TN	\$ 62.20	\$ 113,515.00	\$ 72.30	\$ 131,947.50	\$ 67.18	\$ 122,603.50
52	BITUMINOUS WEAR COURSE	1,825.00	TN	\$ 65.65	\$ 119,811.25	\$ 76.35	\$ 139,338.75	\$ 72.22	\$ 131,801.50
53	BITUMINOUS MATERIAL FOR TACK COAT	842.00	GA	\$ 2.00	\$ 1,684.00	\$ 2.35	\$ 1,978.70	\$ 2.40	\$ 2,020.80
54	CONCRETE CURB AND GUTTER	6,596.00	LF	\$ 13.00	\$ 85,748.00	\$ 13.00	\$ 85,748.00	\$ 13.42	\$ 88,518.32
55	DRIVEWAY VALLEY GUTTER	4.00	EA	\$ 1,500.00	\$ 6,000.00	\$ 585.00	\$ 2,340.00	\$ 600.65	\$ 2,402.60
56	6" CONCRETE DRIVEWAY PAVEMENT	40.00	SY	\$ 8.00	\$ 320.00	\$ 105.00	\$ 4,200.00	\$ 107.69	\$ 4,307.60
57	BITUMINOUS DRIVEWAY PAVEMENT	295.00	SY	\$ 35.00	\$ 10,325.00	\$ 29.00	\$ 8,555.00	\$ 30.00	\$ 8,850.00
58	PERFORATED PVC EDGE DRAIN	6,660.00	LF	\$ 10.00	\$ 66,600.00	\$ 7.20	\$ 47,952.00	\$ 1.80	\$ 11,988.00
59	DRAINTILE CLEANOUT	50.00	EA	\$ 250.00	\$ 12,500.00	\$ 120.00	\$ 6,000.00	\$ 182.40	\$ 9,120.00
60	DRAINTILE CONNECTION INTO CATCH BASIN	8.00	EA	\$ 250.00	\$ 2,000.00	\$ 290.00	\$ 2,320.00	\$ 255.00	\$ 2,040.00
61	PRECAST CONCRETE HEADWALL FOR DRAINTILE	6.00	EA	\$ 150.00	\$ 900.00	\$ 530.00	\$ 3,180.00	\$ 390.00	\$ 2,340.00
62	ADJUST MANHOLE CASTING	4.00	EA	\$ 500.00	\$ 2,000.00	\$ 730.00	\$ 2,920.00	\$ 279.00	\$ 1,116.00
63	ADJUST GATE VALVE BOX	18.00	EA	\$ 400.00	\$ 7,200.00	\$ 220.00	\$ 3,960.00	\$ 361.67	\$ 6,510.06
64	FURNISH SIGN PANEL	15.00	SF	\$ 30.00	\$ 450.00	\$ 35.00	\$ 525.00	\$ 36.00	\$ 540.00
65	INSTALL SIGN PANELS	2.00	EA	\$ 150.00	\$ 300.00	\$ 175.00	\$ 350.00	\$ 180.00	\$ 360.00
66	4" SOLID LINE WHITE EPOXY	7,116.00	LF	\$ 0.30	\$ 2,134.80	\$ 0.35	\$ 2,490.60	\$ 0.36	\$ 2,561.76
67	4" SOLID LINE YELLOW EPOXY	1,524.00	LF	\$ 0.35	\$ 533.40	\$ 0.35	\$ 533.40	\$ 0.37	\$ 563.88
68	4" BROKEN LINE YELLOW EPOXY	2,558.00	LF	\$ 0.35	\$ 895.30	\$ 0.35	\$ 895.30	\$ 0.37	\$ 946.46
69	STOP BAR - POLY PREFORMED	2.00	EA	\$ 875.00	\$ 1,750.00	\$ 1,020.00	\$ 2,040.00	\$ 1,050.00	\$ 2,100.00
70	TEMPORARY PAVEMENT STRIPING	1.00	LS	\$ 3,300.00	\$ 3,300.00	\$ 3,785.00	\$ 3,785.00	\$ 4,400.00	\$ 4,400.00
71	PAVEMENT MARKINGS - POLY PREFORMED	10.00	EA	\$ 550.00	\$ 5,500.00	\$ 640.00	\$ 6,400.00	\$ 660.00	\$ 6,600.00
SUBTOTAL DIVISION 5					\$ 1,111,428.75		\$ 1,184,460.35		\$ 1,087,454.13
TOTAL					\$ 1,414,076.75		\$ 1,481,053.40		\$ 1,491,792.04

TABULATION OF BIDS

EAGLE POINT BLVD STREET AND UTILITY IMPROVEMENTS
CITY OF LAKE ELMO, MINNESOTA
TKDA PROJECT NO. 15815.000



845 Cedar Street, Suite 100
Duluth, MN 55812
612.275.4400
tkda.com

BIDS OPENED: JUNE 30, 2015, AT 2:00 PM

*DENOTES ERROR IN BIDDERS CALCULATION

*DENOTES ERROR IN BIDDERS CALCULATION

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	NORTHDALE CONSTRUCTION UNIT PRICE	NORTHDALE CONSTRUCTION TOTAL AMOUNT	PARK CONSTRUCTION UNIT PRICE	PARK CONSTRUCTION TOTAL AMOUNT
GENERAL							
1	MOBILIZATION	1	LS	\$ 143,209.58	\$ 143,209.58	\$ 90,000.00	\$ 90,000.00
2	TRAFFIC CONTROL	1	LS	\$ 6,406.00	\$ 6,406.00	\$ 5,610.00	\$ 5,610.00
3	SILT FENCE	3100	LF	\$ 2.37	\$ 7,347.00	\$ 1.95	\$ 6,045.00
4	INLET PROTECTION	17	EA	\$ 250.00	\$ 4,250.00	\$ 389.00	\$ 6,613.00
5	TEMPORARY ROCK CONSTRUCTION ENTRANCE	2	EA	\$ 2,750.00	\$ 5,500.00	\$ 1,940.00	\$ 3,880.00
6	STREET SWEEPING	20	HR	\$ 135.00	\$ 2,700.00	\$ 128.00	\$ 2,560.00
7	6" TOPSOIL AND SOD	5145	SY	\$ 7.94	\$ 40,851.30	\$ 13.30	\$ 68,428.50
8	HYDRAULIC MULCH (TEMPORARY)	2575	SY	\$ 1.06	\$ 2,729.50	\$ 0.97	\$ 2,497.75
	SUBTOTAL DIVISION 1				\$ 212,993.38	*	\$ 185,634.25
SANITARY SEWER							
1	CONNECT TO EXISTING SANITARY SEWER MANHOLE	2	EA	\$ 1,850.00	\$ 3,700.00	\$ 1,502.00	\$ 3,004.00
2	SANITARY SEWER PIPE - 8"	764	LF	\$ 48.57	\$ 37,107.48	\$ 37.30	\$ 28,497.20
3	SANITARY SEWER MANHOLE - TYPE 301	3	EA	\$ 2,536.58	\$ 7,609.74	\$ 2,355.50	\$ 7,066.50
4	EXCESS MANHOLE DEPTH	12	LF	\$ 156.07	\$ 1,872.84	\$ 154.00	\$ 1,848.00
5	REMOVAL OF UNSTABLE FOUNDATION MATERIAL	42.00	CY	\$ 18.50	\$ 777.00	\$ 17.00	\$ 714.00
6	STABILIZING AGGREGATE BORROW	42.00	CY	\$ 32.50	\$ 1,365.00	\$ 49.00	\$ 2,058.00
7	TELEVISION	764	LF	\$ 2.79	\$ 2,131.56	\$ 1.93	\$ 1,474.52
	SUBTOTAL DIVISION 2				\$ 54,563.62		\$ 44,662.22
WATERMAIN							
1	CONNECT TO EXISTING WATERMAIN	1	EA	\$ 3,625.29	\$ 3,625.29	\$ 2,058.00	\$ 2,058.00
2	6" GATE VALVE & BOX	1	EA	\$ 1,215.29	\$ 1,215.29	\$ 1,500.00	\$ 1,500.00
3	12" GATE VALVE	2	EA	\$ 2,957.39	\$ 5,914.78	\$ 3,596.00	\$ 7,192.00
4	16" BUTTERFLY VALVE & BOX	1	EA	\$ 2,853.13	\$ 2,853.13	\$ 3,330.00	\$ 3,330.00
5	HYDRANT	1	EA	\$ 4,505.16	\$ 4,505.16	\$ 5,017.00	\$ 5,017.00
6	16" DIP CL. 52 WATERMAIN	209	LF	\$ 136.98	\$ 28,628.82	\$ 88.10	\$ 18,412.90
7	REMOVE AND REPLACE VALVE BOX	2	EA	\$ 678.86	\$ 1,357.72	\$ 432.00	\$ 864.00
8	16"x45" BEND MJ DUCTILE IRON COMPACT FITTING	1	EA	\$ 1,403.38	\$ 1,403.38	\$ 1,570.00	\$ 1,570.00
9	16"x16" TEE MJ DUCTILE IRON COMPACT FITTING	1	EA	\$ 2,453.08	\$ 2,453.08	\$ 2,312.00	\$ 2,312.00
10	16"x12" REDUCER MJ DUCTILE IRON COMPACT FITTING	2	EA	\$ 992.49	\$ 1,984.98	\$ 1,194.00	\$ 2,388.00
11	16"x8" REDUCER MJ DUCTILE IRON COMPACT FITTING	1	EA	\$ 817.89	\$ 817.89	\$ 1,005.00	\$ 1,005.00
12	4" POLYSTYRENE INSULATION	32	SF	\$ 6.08	\$ 194.56	\$ 9.80	\$ 313.60
	SUBTOTAL DIVISION 3				\$ 54,954.08		\$ 45,962.50
STORM SEWER							
30	REMOVE EXISTING STORM SEWER STRUCTURE	2	EA	\$ 525.00	\$ 1,050.00	\$ 522.00	\$ 1,044.00
31	REMOVE EXISTING STORM SEWER (ALL TYPES AND SIZES)	65	LF	\$ 13.50	\$ 877.50	\$ 19.00	\$ 1,235.00
32	CONNECT TO EXISTING STORM SEWER STRUCTURE	2	EA	\$ 1,650.00	\$ 3,300.00	\$ 923.00	\$ 1,846.00
33	STORM SEWER PIPE - 12" RCP	117	LF	\$ 53.09	\$ 6,211.53	\$ 31.90	\$ 3,732.30
34	STORM SEWER PIPE - 15" RCP	971	LF	\$ 50.89	\$ 49,414.19	\$ 28.20	\$ 27,382.20
35	CATCH BASIN - TYPE 404	3	EA	\$ 1,769.00	\$ 5,307.00	\$ 1,932.00	\$ 5,796.00
36	CATCH BASIN/MANHOLE - TYPE 406	7.00	EA	\$ 2,133.00	\$ 14,931.00	\$ 2,558.00	\$ 17,906.00
37	RESET EXISTING CATCH BASIN CASTING	2.00	EA	\$ 450.00	\$ 900.00	\$ 749.00	\$ 1,498.00
38	REPAIR EXISTING CATCH BASIN CONCRETE	27.00	SF	\$ 25.00	\$ 675.00	\$ 90.75	\$ 2,450.25
	SUBTOTAL DIVISION 4				\$ 82,666.22		\$ 62,889.75
STREET CONSTRUCTION							
39	SALVAGE POST AND SIGN	11.00	EA	\$ 223.00	\$ 2,453.00	\$ 40.80	\$ 448.80
40	REMOVE POST AND SIGN	1.00	EA	\$ 39.03	\$ 39.03	\$ 40.80	\$ 40.80
41	SAWCUT BITUMINOUS OR CONCRETE	553.00	LF	\$ 5.75	\$ 3,179.75	\$ 4.35	\$ 2,405.55
42	REMOVE AND DISPOSE OF EXISTING BITUMINOUS PAVEMENT	266.00	SY	\$ 6.50	\$ 1,729.00	\$ 13.75	\$ 3,657.50
43	REMOVE AND DISPOSE OF EXISTING CONCRETE PAVEMENT	380.00	SY	\$ 7.50	\$ 2,850.00	\$ 13.75	\$ 5,225.00
44	REMOVE AND DISPOSE OF EXISTING CONCRETE CURB	7,036.00	LF	\$ 2.45	\$ 17,238.20	\$ 5.10	\$ 35,883.60
45	COMMON EXCAVATION	1.00	LS	\$ 372,000.00	\$ 372,000.00	\$ 506,500.00	\$ 506,500.00
46	SELECT GRANULAR BORROW (CV) (P)	12,000.00	CY	\$ 21.55	\$ 258,600.00	\$ 22.00	\$ 264,000.00
47	SUBGRADE CORRECTION	2,700.00	SY	\$ 15.75	\$ 42,525.00	\$ 3.25	\$ 8,775.00
48	SUBGRADE PREPARATION	34.00	RS	\$ 275.00	\$ 9,350.00	\$ 395.00	\$ 13,430.00
49	CLASS 6 AGGREGATE BASE	9,850.00	TN	\$ 15.95	\$ 157,107.50	\$ 17.75	\$ 174,837.50
50	AGGREGATE TRAIL RESTORATION	9.00	TN	\$ 278.75	\$ 2,508.75	\$ 65.00	\$ 585.00
51	BITUMINOUS NON-WEAR COURSE	1,825.00	TN	\$ 61.33	\$ 111,927.25	\$ 80.00	\$ 146,000.00
52	BITUMINOUS WEAR COURSE	1,825.00	TN	\$ 61.33	\$ 111,927.25	\$ 76.75	\$ 140,068.75
53	BITUMINOUS MATERIAL FOR TACK COAT	842.00	GA	\$ 2.23	\$ 1,877.66	\$ 3.00	\$ 2,526.00
54	CONCRETE CURB AND GUTTER	6,596.00	LF	\$ 13.16	\$ 86,803.36	\$ 15.30	\$ 100,918.80
55	DRIVEWAY VALLEY GUTTER	4.00	EA	\$ 2,899.00	\$ 11,596.00	\$ 4,680.00	\$ 18,720.00
56	6" CONCRETE DRIVEWAY PAVEMENT	40.00	SY	\$ 70.06	\$ 2,802.40	\$ 72.90	\$ 2,916.00
57	BITUMINOUS DRIVEWAY PAVEMENT	295.00	SY	\$ 37.16	\$ 10,962.20	\$ 67.00	\$ 19,765.00
58	PERFORATED PVC EDGE DRAIN	6,660.00	LF	\$ 13.25	\$ 88,245.00	\$ 7.25	\$ 48,285.00
59	DRAINTILE CLEANOUT	50.00	EA	\$ 167.27	\$ 8,363.50	\$ 479.00	\$ 23,950.00
60	DRAINTILE CONNECTION INTO CATCH BASIN	8.00	EA	\$ 225.00	\$ 1,800.00	\$ 193.00	\$ 1,544.00
61	PRECAST CONCRETE HEADWALL FOR DRAINTILE	6.00	EA	\$ 275.00	\$ 1,650.00	\$ 182.00	\$ 1,092.00
62	ADJUST MANHOLE CASTING	4.00	EA	\$ 350.00	\$ 1,400.00	\$ 625.00	\$ 2,500.00
63	ADJUST GATE VALVE BOX	18.00	EA	\$ 275.00	\$ 4,950.00	\$ 419.25	\$ 7,546.50
64	FURNISH SIGN PANEL	15.00	SF	\$ 27.88	\$ 418.20	\$ 30.60	\$ 459.00
65	INSTALL SIGN PANELS	2.00	EA	\$ 167.25	\$ 334.50	\$ 153.00	\$ 306.00
66	4" SOLID LINE WHITE EPOXY	7,116.00	LF	\$ 0.36	\$ 2,561.76	\$ 0.49	\$ 3,486.84
67	4" SOLID LINE YELLOW EPOXY	1,524.00	LF	\$ 0.36	\$ 548.64	\$ 0.49	\$ 746.76
68	4" BROKEN LINE YELLOW EPOXY	2,558.00	LF	\$ 0.36	\$ 920.88	\$ 0.01	\$ 25.58
69	STOP BAR - POLY PREFORMED	2.00	EA	\$ 652.28	\$ 1,304.56	\$ 1,110.00	\$ 2,220.00
70	TEMPORARY PAVEMENT STRIPING	1.00	LS	\$ 2,118.50	\$ 2,118.50	\$ 3,570.00	\$ 3,570.00
71	PAVEMENT MARKINGS - POLY PREFORMED	10.00	EA	\$ 660.08	\$ 6,600.80	\$ 750.00	\$ 7,500.00
	SUBTOTAL DIVISION 5				\$ 1,328,692.69		\$ 1,549,934.98
	TOTAL				\$ 1,733,869.99		\$ 1,889,083.70

PROJECT SCHEDULE
CITY OF LAKE ELMO

FOCUS ENGINEERING, inc.

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

EAGLE POINT BLVD STREET AND
UTILITY IMPROVEMENTS
PROJECT NO. 2015.120

MAY 2015

January 20, 2015	Council authorizes Feasibility Report.
February 19, 2015	Property owner meeting. Present scope of improvements and discuss alternative assessment methodologies.
March 3, 2015	Presentation of Feasibility Report. Council accepts Report and Calls Hearing.
April 7, 2015	Public Improvement Hearing. Council orders Preparation of plans and specifications.
June 2, 2015	Council approves Plans and Specifications; Orders Advertisement for Bids.
June 30, 2015	Receive Contractor Bids.
July 7, 2015	Council accepts bids and awards Contract.
July 28, 2015	Conduct Pre-construction Meeting and Issue Notice to Proceed.
October 16, 2015	Substantial completion.
June 15, 2016	Final completion.



MAYOR & COUNCIL COMMUNICATION

DATE: July 7, 2015
REGULAR
ITEM # 13

AGENDA ITEM: Inwood Water Booster Station – Approve Land Purchase Agreement
SUBMITTED BY: Jack Griffin, City Engineer
THROUGH: Dean A. Zuleger, City Administrator
REVIEWED BY: Dave Snyder, City Attorney
Cathy Bendel, Finance Director

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: \$27,000 or \$37,800.

The purchase price is \$27,000 or \$37,800, depending upon council and property owner direction, to acquire fee title to a parcel of land for locating the Inwood Water Booster Station along Inwood Avenue just south of the Lake Elmo Heights neighborhood. The Land Purchase Agreement further outlines additional obligations for each party relating to the site acquisition, including the City waiving a \$5,800 lateral benefit assessment to the property located at 2298 Inwood Avenue.

The land acquisition cost will be funded by the Water Enterprise Fund, unless the cost is determined to be eligible for reimbursement through the \$3.5 million MN-DEED Grant.

SUMMARY AND ACTION REQUESTED:

The City Council is respectfully requested to consider approving the Inwood Water Booster Station Land Purchase Agreement and directing the purchase of a 90 ft. by 75 ft. parcel (or 105 ft. by 90 ft.). The recommended motion for this action is as follows:

“Move to approve the Inwood Water Booster Station Land Purchase Agreement to purchase a 90 ft. by 75 ft. parcel (or 105 ft. by 90 ft.) with the Caroline Mary Eberhard Living Trust.”

LEGISLATIVE HISTORY/BACKGROUND INFORMATION:

The Inwood Booster Station and Trunk Watermain Improvement project is a \$3.1 million water system infrastructure project that is needed to deliver City water service to support the growth and development in the I94 corridor, residing in the high water pressure zone. More specifically this project serves the corridor area between Inwood Avenue and Keats Avenue (Sections 33 and 34) that will include the Savona development, Boulder Ponds, Hammes Estates, Alan Dale properties, Azur properties, MFC & CM properties, and the existing properties within the Eagle Point Business Park.

This project is programmed for construction in the 2015 Capital Improvement Plan. The proposed improvements include the extension of trunk watermain facilities along Inwood Avenue from 26th Street North to Eagle Point Boulevard. A water booster station has been identified as part of this improvement to increase water pressures in the southern part of the City due to higher topography. A feasibility report was authorized by the City council on August 6, 2013 in order to ready this project for 2015 construction. The feasibility report identified the need to acquire property in the vicinity of 26th Street North and Inwood Avenue to accommodate the water booster station facility.

Staff has been working with the property owner to negotiate the purchase of the proposed water booster station site (75 ft. by 75 ft.) and had a previous agreement outlining the site acquisition terms per a letter dated July 10, 2014 and as approved by the City council on October 21, 2014. Recently the property owner has requested to eliminate the part of the sale relating to the County's acquisition of 15 feet along the eastern property line. To accommodate this request the City must acquire additional area consisting of 15 ft. by 75 ft. to close the gap between the proposed booster station site and the existing County right-of-way. In addition the City must now officially lead the acquisition process.

Furthermore, at the request of the property owner the City has identified a minimal footprint for property acquisition to adequately site the booster station. The minimum footprint of 75 ft. by 75 ft. was determined on the assumption that the property owner would grant temporary grading and construction easements necessary to redirect drainage around the booster station site and to match grades back to the adjacent property lines. The property owner has also submitted renderings demonstrating a preferred landscaping plan to provide screening for the new facility, including landscape improvements not located on the proposed City acquisition parcel. Therefore when considering the approval of the Land Purchase Agreement, the Council, along with property owner input, will be asked to consider two options for the proposed acquisition. Option 1 consisting of a smaller parcel (90 ft. by 75 ft.) with the property owner granting temporary construction and grading easements, or Option 2 consisting of a larger parcel (105 ft. by 90 ft.) to better accommodate construction and grading and to ensure some landscape screening.

The general terms of the agreement options are summarized as follows:

OPTION 1:

1. The City will pay the landowner \$27,000 to acquire a site 90 ft. by 75 ft. (6,750 sq.ft.) to be located in the northeast corner of the property (Parcel ID 2102921310001) and abutting the CSAH 13 road R/W.
2. The site will be used by the City to construct and operate a water booster station. The first 15 feet from the County R/W is to be reserved for future County R/W dedication. The booster station will be constructed on the remaining 90 feet by 75 feet.

3. The City will waive one \$5,800 lateral benefit assessment associated with the Inwood Trunk Watermain Improvements passing the existing property at 2298 Inwood Avenue North.
4. The property owner will provide, at no cost, temporary grading and construction easements immediately adjacent to the 75 foot by 75 foot parcel for a distance up to 15 feet to the west of the parcel and 15 feet to the south of the parcel.
5. The City will pay all costs for survey, legal descriptions and transaction costs associated with the purchase and property description changes including recording documents at the County.
6. The property owner will review and sign the closing documents. However, the City will not reimburse the property owner for costs incurred for legal or other representation.
7. The City will review draft site plans with the property owner and consider input while developing the site plan, however the plan will not be subject to property owner's direction or approvals.
8. The City may provide landscaping of the site after the booster station is operational (upon completion of the project), to be completed under a separate contract at the City's discretion. Landscaping may not fit on the City parcel and the City is under no obligation to install landscaping beyond the City owned property.

OPTION 2:

1. The City will pay the landowner \$37,800 to acquire a site 105 ft. by 90 ft. (9,450 sq.ft.) to be located in the northeast corner of the property (Parcel ID 2102921310001) and abutting the CSAH 13 road R/W.
2. The site will be used by the City to construct and operate a water booster station. The first 15 feet from the County R/W is to be reserved for future County R/W dedication. The booster station will be constructed on a 75 ft. by 75 ft. area with the remaining 15 feet to the south and 15 feet to the west being used for drainage, grading and landscaping.
3. The City will waive one \$5,800 lateral benefit assessment associated with the Inwood Trunk Watermain Improvements passing the existing property at 2298 Inwood Avenue North.
4. The City will pay all costs for survey, legal descriptions and transaction costs associated with the purchase and property description changes including recording documents at the County.
5. The property owner will review and sign the closing documents. However, the City will not reimburse the property owner for costs incurred for legal or other representation.
6. The City will review draft site plans with the property owner and consider input while developing the site plan, however the plan will not be subject to property owner's direction or approvals.
7. The City will provide landscaping of the site after the booster station is operational (upon completion of the project), to be completed under a separate contract at the City's discretion.

RECOMMENDATION:

Staff is recommending that the City Council approve the Inwood Water Booster Station Land Purchase Agreement and directing the purchase of a 90 ft. by 75 ft. parcel (or 105 ft. by 90 ft.). The recommended motion for this action is as follows:

"Move to approve the Inwood Water Booster Station Land Purchase Agreement to purchase a 90 ft. by 75 ft. parcel (or 105 ft. by 90 ft.) with the Caroline Mary Eberhard Living Trust."

ATTACHMENT(S):

1. Inwood Water Booster Station Land Purchase Agreement.
2. Site Location Map.

VACANT LAND PURCHASE AGREEMENT

THIS AGREEMENT is made as of _____, 2015, between Allan J. Eberhard, Trustee of the Caroline Mary Eberhard Living Trust, dated May 29, 1998 ("Seller"), and The City of Lake Elmo, a Minnesota municipal corporation ("Buyer").

In consideration of this Agreement, Seller and Buyer agree as follows:

1. Sale of Property. Seller agrees to sell to Buyer, and Buyer agrees to buy from Seller, the following property ("Property"):
 - 1.1 Real Property. The real property known as the Inwood Water Booster Station, located in the City of Lake Elmo, Washington County, Minnesota, (Parcel ID No. 2102921310001), as further shown on the map attached hereto as **Exhibit A** and as further legally described on the attached **Exhibit B**, together with all easements and rights benefiting or appurtenant to said real property.
 - 1.2 City of Lake Elmo, intends to purchase a 90 foot by 75 foot (6750 square feet) parcel to be used by the City to construct and operate a water booster station.
2. Purchase Price and Manner of Payment. The total purchase price ("Purchase Price") to be paid for the Property is \$27,000.00. The Purchase Price shall be payable as follows:
 - 2.1 \$_____ as earnest money ("Earnest Money"); and
 - 2.2 The balance by certified check or wire transfer of funds on the Closing Date.
3. Contingencies. The obligations of Buyer under this Agreement are contingent upon each of the following:
 - 3.1 Representations and Warranties. The representations and warranties of Seller contained in this Agreement must be true now and on the Closing Date as if made on the Closing Date.
 - 3.2 Title. Title shall have been found acceptable, or been made acceptable, in accordance with the requirements and terms of the Title Examination Section below.
 - 3.3 Access and Inspection. Seller shall allow Buyer, and Buyer's agents, access to the Property without charge and at all reasonable times for the purpose of Buyer's investigation and testing the same, including, without limitation,

topographic surveys and soil tests to determine the adequacy of the soil for Buyer's intended use of the Property. Within ten (10) days of the acceptance of this Agreement, Seller shall provide Buyer with copies of all blueprints, plans, specifications, soil tests and surveys of the Property which are presently in Seller's possession. Seller shall make available to Buyer and Buyer's agents, without charge, all plans and specifications, records, inventories, permits and correspondence.

- 3.4 Improvements. The City agrees to waive the proposed \$5,800 water lateral benefit assessment associated with the Inwood Trunk Watermain Improvements, passing the existing property located at 2298 Inwood Avenue North.

The Buyer will review draft site plans with the Seller and consider input from the Seller while developing the booster station site plan. However, the site plan will not be subject to the Seller's direction or approval.

The first 15 feet from the County Right-of-Way shall be reserved for future County Right-of-Way dedication. The booster station shall be constructed on the remaining 75 x 75 foot parcel.

The Buyer shall provide landscaping on the site after the booster station is operational and upon completion of the project. Said landscaping shall be completed under a separate contract at the Buyer's discretion. If landscaping does not fit on the said parcel, it shall be planted within the first 15 feet to the south and west of the parcel, upon permission for right of entry by Seller.

- 3.5 Easements. The Seller shall provide, at no cost to Buyer, a temporary grading and construction easement, immediately adjacent to the 75 foot by 75 foot parcel, for a distance up to 15 feet to the west of the parcel and 15 feet to the south of the parcel.

If any contingency has not been satisfied on or before the date set forth above for satisfaction of that contingency, then this Agreement may be terminated by written notice from Buyer to Seller, which notice must be given no later than five (5) days after the applicable satisfaction date. If no such notice is given with respect to any contingency, such contingency shall be deemed waived. Closing shall be deemed a waiver of all of the above contingencies. Upon termination, the Earnest Money, and any interest accrued thereon, shall be released to Buyer, the parties shall sign a cancellation of this Agreement, and neither party will have any further rights or obligations to the other regarding this Agreement or the Property. All the contingencies are specifically for the benefit of the Buyer, and the Buyer shall have the right to waive any contingency by written notice to Seller.

4. Closing. The closing of the purchase and sale contemplated by this Agreement (the "Closing") shall occur on or before July 15, 2015 ("Closing Date at the office of Johnson/Turner Legal). Seller agrees to deliver possession of the Property to Buyer immediately after Closing.
- 4.1 Seller's Closing Documents. On the Closing Date, Seller shall execute and deliver to Buyer the following (collectively, "Seller's Closing Documents"), all in form and content reasonably satisfactory to Buyer:
- 4.1.1 Deed. A Warranty Deed conveying the Property to Buyer, free and clear of all encumbrances, except the Permitted Encumbrances hereafter defined.
- 4.1.2 FIRPTA Affidavit. A non-foreign affidavit, properly executed, containing such information as is required by IRC Section 1445(b)(2) and its regulations.
- 4.1.3 IRS Forms. A Designation Agreement designating the "reporting person" for purposes of completing Internal Revenue Form 1099 and, if applicable, Internal Revenue Form 8594.
- 4.1.4 Well Certificate. A completed Minnesota Well Disclosure Certificate or a statement on the Warranty Deed that "The Seller certifies that the Seller does not know of any wells on the described real property."
- 4.1.5 Storage Tanks. If the Property contains or contained a storage tank, an affidavit with respect thereto, as required by Minn. Stat. § 116.48.
- 4.1.6 Seller's Affidavit. An affidavit in the form required by Title evidencing the absence of bankruptcies, judgments or tax liens involving Seller or parties with the same or similar names as Seller, and evidencing the absence of mechanic's lien rights affecting the Property, unrecorded interests affecting the Property, persons in possession of the Property, and known encroachments or boundary line questions affecting the Property.
- 4.1.7 Other Documents. All other documents reasonably determined by Buyer or Title to be necessary to transfer the Property to Buyer free and clear of all encumbrances.
- 4.2 Buyer's Closing Documents. On the Closing Date, Buyer will execute and deliver to Seller the following (collectively, "Buyer's Closing Documents"):

- 4.2.1 Purchase Price. Funds representing the Purchase Price and execution and delivery of any required financing documents.
 - 4.2.2 IRS Form. A Designation Agreement designating the "reporting person" for purposes of completing Internal Revenue Form 1099 and, if applicable, Internal Revenue Form 8594.
- 5. Prorations. Seller and Buyer agree to the following prorations and allocation of costs regarding this Agreement:
 - 5.1 Title Insurance and Closing Fee. Buyer will pay all costs of the Title Evidence, the cost of having a commitment for an ALTA Owner's Policy of Title Insurance for the Property (the "Title Policy") (in the amount of the Purchase Price) and the fees charged by the Title Company for any escrow required regarding Buyer's Objections. Buyer will pay the premium required for the issuance of the Title Policy. Buyer will pay all costs for survey, legal description and recording fees charged by Title (as defined below) to conduct the Closing. Seller shall pay for any costs associated with representation to review documents.
 - 5.2 Deed Tax. Seller shall pay all State Deed Tax payable in connection with this transaction.
 - 5.3 Real Estate Taxes and Special Assessments. Real Estate Taxes payable in the year in which Closing occurs shall be pro-rated based upon a calendar year with Seller paying through the Date of Closing. Seller shall pay any installments of special assessments payable with said real estate taxes. Seller shall pay all other levied special assessments in full as of the Date of Closing, and shall pay all special assessments which are pending as of the Date of Closing. Seller's provision for payment of a pending assessment shall be made by payment into escrow with Title of one and one-half times the estimated amount of the assessment, with the right to a refund of any excess of the escrow.
 - 5.4 Other Costs. All other operating costs of the Property shall be allocated between Seller and Buyer as of the Closing Date, so that Seller pays that part of operating costs payable through the Closing Date, and Buyer pays that part of operating costs payable after the Closing Date.
 - 5.5 Attorney's Fees. Each of the parties will pay its own attorney's fees, except that a party defaulting under this Agreement or any Closing Documents will pay the reasonable attorneys' fees and court costs incurred by the non-defaulting party in enforcing its rights hereunder.

6. Title Examination. Title Examination will be conducted as follows:
- 6.1 Seller's Title Evidence. Seller shall, within twenty (20) days after the date of this Agreement, furnish the following (collectively, "Title Evidence") to Buyer: (a) a commitment ("Title Commitment") for an ALTA Owner's Policy of Title Insurance insuring title to the Property, deleting standard exceptions and including affirmative assurance regarding zoning, contiguity, appurtenant easements and such other matters as may be identified by Buyer, in the amount of the Purchase Price, issued by Johnson/Turner Legal, ("Title"); (b) a survey, paid for by Buyer, certified by a registered land surveyor and certified to Buyer, Title and such other parties as Buyer may designate, and showing the Property and location of all improvements and easements thereon and otherwise complying with the requirements set forth in the "Minimum Standard Requirements for ALTA/ACSM Land Title Surveys" jointly established by ALTA and ACSM in 1992, and containing such other information as Buyer or Buyer's lender shall reasonably request.
- 6.2 Buyer's Objections. Within twenty (20) days after receiving the last of the Title Evidence, Buyer will make written objections ("Objections") to the form and/or contents of the Title Evidence. Buyer's failure to make Objections within such time period will constitute waiver of Objections. Any matter shown on such Title Evidence and not objected to by Buyer shall be a "Permitted Encumbrance" hereunder. Seller will have thirty (30) days after receipt of the Objections to cure the Objections, during which period the Closing will be postponed, if necessary. Seller shall use its best efforts to cure any Objections. To the extent an Objection can be satisfied by the payment of money, Buyer shall have the right to apply a portion of the cash payable to Seller at the Closing to satisfaction of such Objection, and the amount so applied shall reduce the amount of cash payable to Seller at the Closing. If the Objections are not cured within such 30-day period, Buyer will have the option to do any of the following:
- 6.2.1 Extend the time period for Seller to cure the Objections by up to sixty (60) days, at the end of which time Buyer may exercise any of the remaining options set forth below.
- 6.2.2 Terminate this Agreement and receive a refund of the Earnest Money and the interest accrued thereon, if any.
- 6.2.3 Withhold from the Purchase Price an amount which, in the reasonable judgment of Title, is sufficient to assure cure of the Objections. Any amount so withheld will be placed in escrow with Title, pending such cure. If Seller does not cure such Objections within sixty (60) days after such escrow is established, Buyer may then

cure such Objections and charge the costs of cure against the escrowed amount. The parties agree to execute and deliver such documents as may be reasonably required by Title, and Seller agrees to pay the charges of Title, to create and administer the escrow.

6.2.4 Waive the Objections and proceed to close.

7. Subordination. This Purchase Agreement, and the rights of the Buyer in and to the real property which is the subject hereof, is specifically made subject and subordinate to the lien of any mortgage(s) or other encumbrance(s) ("Liens") made or given by Seller, whether prior to or after the date of this Purchase Agreement, and shall, prior to Closing and payment by Buyer of the Purchase Price, remain subordinate and junior to all such Liens as if the same had been duly executed and acknowledged by the Seller, and recorded, prior to the date of this Purchase Agreement. At Closing, Seller will be responsible, at its sole expense, for obtaining any release necessary to convey fee title to the Property to Buyer free and clear of any such Liens.
8. Operation Prior to Closing. During the period from the date of Seller's acceptance of this Agreement to the Closing Date (the "Executory Period"), Seller shall operate and maintain the Property in the ordinary course of business in accordance with prudent, reasonable business standards, including the maintenance of adequate liability insurance and insurance against loss by fire, windstorm and other hazards, casualties and contingencies, including vandalism and malicious mischief. Seller shall execute no contracts, leases or other agreements regarding the Property during the Executory Period that are not terminable on or before the Closing Date, without the prior written consent of Buyer, which consent may be withheld by Buyer at its sole discretion.
9. Representations and Warranties by Seller. Seller represents and warrants to Buyer as follows:
 - 9.1 Existence; Authority. If Seller is a corporation, limited liability company or partnership, Seller is duly organized, qualified and in good standing, and has the requisite power and authority to enter into and perform this Agreement and the Seller's Closing Documents; such documents have been duly authorized by all necessary action; such documents are valid and binding obligations of Seller, and are enforceable in accordance with their terms.
 - 9.2 Environmental Laws. No toxic or hazardous substances or wastes, pollutants or contaminants (including, without limitation, asbestos, urea formaldehyde, the group of organic compounds known as polychlorinated biphenyls, petroleum products including gasoline, fuel oil, crude oil and

various constituents of such products, and any hazardous substance as defined in any state, local or federal law, regulation, rule, policy or order relating to the protection of the environment) (collectively, "Hazardous Substance") have been generated, treated, stored, transferred from, released or disposed of, or otherwise placed, deposited in or located on the Property, nor has any activity been undertaken on the Property that would cause or contribute to the Property becoming a treatment, storage or disposal facility within the meaning of, or otherwise bring the Property within the ambit of, any state, local or federal law, regulation, rule, policy or order relating to the protection of the environment. There has been no discharge, release or threatened release of Hazardous Substances from the Property. There are no Hazardous Substances or conditions in or on the Property that may support a claim or cause of action under any state, local or federal law, regulation, rule, policy or order relating to the protection of the environment. The Property is not now, and to the best knowledge of Seller never has been, listed on any list of sites contaminated with Hazardous Substances, nor used as landfill, dump, disposal or storage site for Hazardous Substances.

- 9.3 FIRPTA. Seller is not a "foreign person," "foreign partnership," "foreign trust" or "foreign estate" as those terms are defined in Section 1445 of the Internal Revenue Code.
- 9.4 Proceedings. There is no action, litigation, investigation, condemnation or proceeding of any kind pending or threatened against Seller or any portion of the Property.
- 9.5 Wells and Individual Sewage Treatment Systems. Seller does not know of any "Wells" on the Property within the meaning of Minn. Stat. § 103I or "Individual Sewage Treatment Systems" on the Property within the meaning of Minn. Stat. § 115.55. This representation is intended to satisfy the requirements of those statutes.
- 9.6 Storage Tanks. No above ground or underground tanks are located on or about the Property, or have been located on or about the Property and have subsequently been removed or filled.
- 9.7 Reports. Seller has no environmental reports or studies relating to the Property, except those which have been or will be delivered to Buyer as required under this Agreement.

Seller will indemnify Buyer, its successors and assigns, against, and will hold Buyer, its successors and assigns, harmless from, any expenses or damages, including reasonable attorneys' fees, which Buyer incurs because of the breach of any of the

above representations or warranties, whether such breach is discovered before or after Closing. Consummation of this Agreement by Buyer with knowledge of any such breach by Seller will not constitute a waiver or release by Buyer of any claims due to such breach.

10. Assignment. Either party may assign its rights under this Agreement with the prior written consent of the other party, before or after the Closing. Any such assignment will not relieve such assigning party of its obligations under this Agreement.
11. Survival. All of the terms of this Agreement and warranties and representations herein contained shall survive and be enforceable after the Closing.
12. Notice. Any notice to be given by a party hereto shall be personally delivered, sent by certified mail, or sent via a nationally recognized courier service that issues a receipt, to the other party at the address set forth for that party below (or to such other address as may be designated by notice to the other party), and shall be deemed given upon the earlier of personal delivery, two days after the date postmarked, two (2) days after depositing with such courier for delivery or upon the refusal to accept such service.

Address for Notice to Seller:

With a Copy to:

Address for Notice to Buyer:

City of Lake Elmo
Attn: Dean Zuleger
City Administrator
3800 Laverne Avenue North
Lake Elmo, MN 55042

With a Copy to:

David K. Snyder
Michele R. Loughrey
Johnson/Turner Legal
56 E. Broadway Avenue, Suite 206
Forest Lake, MN 55025

13. Miscellaneous. The paragraph headings or captions appearing in this Agreement are for convenience only, are not a part of this Agreement. This Agreement constitutes the complete agreement between the parties and supersedes any prior

oral or written agreements between the parties regarding the Property. There are no verbal agreements that change this Agreement, and no waiver of any of its terms will be effective unless in a writing executed by the parties. This Agreement binds and benefits the parties and their successors and assigns, and has been made under the laws of the State of Minnesota and such laws will control its interpretation.

14. Remedies. The following shall be the exclusive remedies available to the parties under this agreement:

14.1 If Buyer defaults under this Agreement due to no fault of Seller, then Seller may terminate this Agreement by providing at least thirty days' prior written notice to Buyer. If Buyer fails to cure Buyer's default within such thirty-day period, then at Seller's election (i) this Agreement shall thereupon be terminated, and Seller shall retain the Earnest Money as liquidated damages; or (ii) Seller may seek specific performance of this Agreement by Buyer.

14.2 If Seller defaults under this Agreement due to no fault of Buyer, then Buyer may terminate this Agreement by providing at least thirty (30) days' prior written notice to Seller. If Seller fails to cure Seller's default within such thirty-day period, then at Buyer's election (i) this Agreement shall thereupon be terminated, and Buyer shall be entitled to a refund of all Earnest Money, together with accrued interest thereon, if any; or (ii) Buyer may pursue such other actions or remedies as are available to it, including its right to damages against Seller for its failure to perform, or for misrepresentation or for specific performance of this Agreement by Seller.

14.3 Any suit by a party hereto which is described above and is based upon the other party's default must be commenced no later than one hundred twenty (120) days after the date of the occurrence of the default. The said 120-day limitation shall not apply to claims for indemnification otherwise provided for in this agreement.

15. Severability. In case any one or more of the provisions of this Agreement shall be held to be invalid, illegal or unenforceable, such holding shall not affect the other provisions of this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

16. Business Days. In the event any deadline or performance date set forth in this Agreement falls on a Saturday, Sunday or legal holiday in the State of Minnesota, such deadline or performance date shall be deemed to be postponed to the next business day thereafter.

Seller and Buyer have executed this Agreement as of the date first written above.

SELLER:

Allan J. Eberhard, Trustee
Of the Caroline Mary Eberhard
Living Trust, dated May 29, 1998

By:_____

Its:_____

BUYER:

THE CITY OF LAKE ELMO

By:_____

It:_____

EXHIBIT A

Map of Property



EXHIBIT B

Legal Description

All that part of the North 75.00 feet of the East 150.00 feet of the North $\frac{1}{2}$ of the SW $\frac{1}{4}$ of Section 21, Township 29 North, Range 21 West, Washington County, Minnesota, which lies westerly of the west line of Parcel 3 of the WASHINGTON COUNTY HIGHWAY RIGHT OF WAY PLAT NO. 98 – C.S.A.H. 13, according to the recorded plat thereof.



New Issue: Moody's assigns Aa2 to Lake Elmo, MN's \$2.8M GO Bonds, Ser. 2015A

Global Credit Research - 29 Jun 2015

Aa2 rating applies to \$22.8 million of post-sale GOULT debt

LAKE ELMO (CITY OF) MN
Cities (including Towns, Villages and Townships)
MN

Moody's Rating

ISSUE	RATING
General Obligation Bonds, Series 2015A	Aa2
Sale Amount	\$2,815,000
Expected Sale Date	07/07/15
Rating Description	General Obligation

Moody's Outlook NOO

NEW YORK, June 29, 2015 --Moody's Investors Service has assigned an Aa2 rating to the City of Lake Elmo's (MN) \$2.8 million General Obligation (GO) Bonds, Series 2015A. Concurrently, Moody's maintains the Aa2 rating on city's outstanding GO debt. Post-sale, the city will have \$22.8 million of GO debt outstanding.

SUMMARY RATING RATIONALE

The Aa2 rating reflects the city's modestly-sized and affluent tax base experiencing growth, located in the Twin Cities metro region; strong finances supported by conservative budgeting and healthy unassigned fund balance; moderate direct debt burden; and modest exposure to unfunded pension liabilities.

OUTLOOK

Outlooks are usually not assigned to local government credits with this amount of debt outstanding.

WHAT COULD MAKE THE RATING GO UP

-Growth in the city's tax base to levels consistent with higher-rated entities

WHAT COULD MOVE THE RATING DOWN

- Deterioration of the tax base or weakening of the demographic profile
- Material declines in the city's financial reserves
- Significant increase in debt levels

STRENGTHS

- Affluent tax base favorably located in Twin Cities metropolitan area
- Strong financial operations and healthy financial reserves and liquidity

CHALLENGES

- Small tax base size relative to others in the rating category

-Above average fixed costs

RECENT DEVELOPMENTS

Recent developments are incorporated in the Detailed Rating Rationale.

DETAILED RATING RATIONALE

ECONOMY AND TAX BASE: MODESTLY-SIZED AFFLUENT TAX BASE NEAR THE TWIN CITIES EXPERIENCING GROWTH

The city's tax base is expected to grow in the medium term due to its favorable location within the Twin Cities metropolitan area and large amount of land available for development. Located in Washington County (Aaa stable), the city lies along the eastern edge of the metropolitan region. The city's full value of \$1.3 billion experienced two years of significant growth, following declines in previous years, due to new residential development. In 2014 economic market value increased by 6.8% and in 2015 it increased by a sizeable 12.7%. City officials report that the increases are due to approximately 45% of the city's land being available for development and 60% of that land being developed within the next 5 to 10 years. Major development areas include a mixed use development along I-94, the "Old Village" section of the city, and the northern edge of the city along Highway 36. Recent estimates show approximately 1,900 new homes being built in city in the next 10 years. Given the planned development for the area, it is expected that the tax base will experience significant growth in the medium term. The city is in the process of constructing substantial water and sewer improvements throughout the city in order to accommodate the planned development. The city has an Infrastructure Debt Participation Policy in place that requires infrastructure for private development to be funded by the developer or benefiting parties. The city collects fees and special assessments at preliminary plat mitigating the risk of non-payment.

Lake Elmo is primarily a bedroom community with the majority of residents commuting to employment opportunities throughout the Twin Cities area. Based upon net tax capacity, the city is 77% residential and 15% commercial and industrial. The largest employer of city residents is 3M Company (Aa3 negative), which is headquartered in nearby Maplewood (Aa1) and employs approximately 9,100. Management reports that the city's other major employers and taxpayers remain stable.

The city has experienced ongoing population growth in recent decades, including 17.6% growth between 2000 and 2010, and the Metropolitan Council (Minn-St. Paul Area) (Aaa stable) estimates that the city's 2010 population of 8,069 could grow to 20,500 by 2040. Washington County's unemployment rate of 3.7% in March of 2015 remained below the national (5.6%) and state (4.5%) levels for same period. Lake Elmo's resident income levels significantly exceed those of the nation, with median family income equivalent to 194.1% and of the nation.

FINANCIAL OPERATIONS AND RESERVES: STABLE FINANCIAL OPERATIONS SUPPORTED BY HEALTHY RESERVES

The city's financial operations are expected to remain stable given its history of sound financial management and maintenance of healthy General Fund liquidity and reserves. The city has demonstrated conservative financial management, having closed five out of the past six fiscal years with modest operating surpluses. Management attributes the surpluses to conservative budgeting of both revenues and expenditures. The city closed fiscal 2014 with a \$4,000 operating surplus and a General Fund balance of \$3.2 million, or a substantial 93.5% of revenues. Approximately \$600,000 of the city's fund balance is reserved for an advance to the city's Old Village Fund. The entire balance is expected to be paid in full by 2016. The city's fiscal 2014 unassigned fund balance of \$2.5 million, which is equivalent to 74.7% of revenues, remains healthy and above the city's policy of maintaining unassigned fund balance of 35% to 50% of budgeted operating revenues. For fiscal 2015, the city presented a balanced budget, and year to date estimates indicate that the city is on target and may expect a modest operating surplus of approximately \$50,000 due to favorable budget fluctuations.

Property taxes comprise 72.3% of Lake Elmo's General Fund revenues, and the city's collection rate is high with few appeals. The city does not receive any local government aid from the state; therefore, it is subject to minimal risk associated with budgetary pressures at the state. The state implemented property tax limits for 2014 only, but the cap did not impact Lake Elmo as the city had planned to keep its levy flat.

The city was party to a lawsuit along with the State of Minnesota seeking damages from 3M for allowing perfluorochemicals (PFCs) to leach into groundwater in Washington County over several decades. The city entered a tolling agreement through October 2015, which allowed the city to negotiate with 3M and put on hold the statute of limitations should the city have decided to return to litigation. Conservatively, the city did not include any

potential settlement money in its budget projections, and will use any such funds for one time expenditures or to pay debt service.

Liquidity

In 2014, the city's unrestricted net operating cash position across major operating funds (General Fund and Debt Service Fund) was \$3.5 million or a very healthy 86.9% of revenues.

DEBT AND PENSIONS: MODERATE DEBT BURDEN WITH MODEST ADDITIONAL BORROWING PLANNED

The city's direct debt burden is a moderate 1.7% of full value, and though some additional borrowing is planned, the debt burden is expected to remain manageable given the city's expected growth. The city's direct debt of \$23 million includes \$13 million of GO debt that is expected to be repaid by the city's self-supporting water enterprise. The city's fixed costs related to debt service, inclusive of the GO debt supported by the water enterprise, were above average at 17.6% of operating expenditures in 2014. The city expects to issue an additional \$2 million to \$3 million of GO debt annually for water and sewer and road improvements over the next few years.

Debt Structure

All of the district's direct debt is fixed rate and amortizes over the long term. Principal amortization is below average with 66.3% of all debt retired in ten years.

Debt-Related Derivatives

The district has no derivative agreements.

Pensions and OPEB

Moody's three year average adjusted net pension liability (ANPL), through fiscal 2014 is \$3.3 million, equivalent to 0.3% of full value, and 0.8 times operating revenue. The ANPL is based upon our allocation of the reported unfunded liabilities of two multi-employer cost-sharing pension plans, the General Employees Retirement Fund (GERF) and the Public Employees Police and Fire Fund (PEPFF), and one single employer pension plan the Lake Elmo Firefighter's Relief Association plan. Moody's ANPL reflects certain adjustments we make to improve comparability of reported pension liabilities. The adjustments are not intended to replace the city's reported liability information, but to improve comparability with other rated entities. The actuarial valuation dates for the cost sharing plans are June 30, 2013. The city's total fiscal 2014 contribution to the plans, was \$86,000 or 2.1% of operating expenditures.

MANAGEMENT AND GOVERNANCE: STRONG INSTITUTIONAL FRAMEWORK; SIZABLE RESERVES PROVIDE CUSHION

Minnesota cities have an institutional framework score of "Aa" or strong. Cities rely on property taxes to fund the majority of operations followed by state aid. State Local Government Aid (LGA) typically comprise the second largest source and ranges approximately from 0% to 80%, or on average 25% of GF revenues. The State increased aid for next biennium, after years of state aid cuts and stagnant aid. Cities typically have above average debt related expenditures. Notably, overall expenditures are predictable and cities have the ability to reduce expenditures if necessary, and benefit from unlimited operating levy authority.

We believe management will continue to maintain positive to balanced operations based on the city's trend of growing reserves.

KEY STATISTICS

-2014 Full value: \$1.3 Billion

-2014 Estimated full value per capita: \$164,000

-2008-2012 Median family income (as a % of US): 194.1%

-Fiscal 2014 Available Operating Fund Balance: 79.5%

-Fiscal 2009 to Fiscal 2014 Change in Available Operating Fund Balance as a % of revenues: 10.0%

- Fiscal 2014 Operating Fund Cash Balance: 86.9%
- Fiscal 2009 to Fiscal 2014 Change in Operating Fund Cash Balance as a % of revenues: 10.5%
- Fiscal 2009 to Fiscal 2014 Average Operating Revenues / Operating Expenditures: 0.98x
- Institutional Framework: Aa
- Net Direct Debt / Full Value: 1.7%
- Net Direct Debt / Operating Revenues: 5.6 times
- 3-year average of Moody's ANPL / Full Value: 0.3%
- 3-year average of Moody's ANPL / Operating Revenues: 0.8 times

OBLIGOR PROFILE

Located in Washington County (Aaa stable), the city lies along the eastern edge of the Twin Cities metropolitan region. The 2010 population was 8,069 according to census estimates.

LEGAL SECURITY

The bonds are secured by the city's general obligation unlimited tax (GOULT) pledge to levy a dedicated debt service tax that is not limited by rate or amount.

USE OF PROCEEDS

Proceeds of the bonds will be used to finance street improvement and utility projects.

PRINCIPAL METHODOLOGY

The principal methodology used in this rating was US Local Government General Obligation Debt published in January 2014. Please see the Credit Policy page on www.moodys.com for a copy of this methodology.

REGULATORY DISCLOSURES

For ratings issued on a program, series or category/class of debt, this announcement provides certain regulatory disclosures in relation to each rating of a subsequently issued bond or note of the same series or category/class of debt or pursuant to a program for which the ratings are derived exclusively from existing ratings in accordance with Moody's rating practices. For ratings issued on a support provider, this announcement provides certain regulatory disclosures in relation to the rating action on the support provider and in relation to each particular rating action for securities that derive their credit ratings from the support provider's credit rating. For provisional ratings, this announcement provides certain regulatory disclosures in relation to the provisional rating assigned, and in relation to a definitive rating that may be assigned subsequent to the final issuance of the debt, in each case where the transaction structure and terms have not changed prior to the assignment of the definitive rating in a manner that would have affected the rating. For further information please see the ratings tab on the issuer/entity page for the respective issuer on www.moodys.com.

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DATE: July 7, 2015
REGULAR
ITEM # 15

AGENDA ITEM: Diedrich Property Townhouses (Lennar) – Preliminary Plat

SUBMITTED BY: Kyle Klatt, Community Development Director

THROUGH: Dean Zuleger, City Administrator

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

SUGGESTED ORDER OF BUSINESS:

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

POLICY RECCOMENDER: The Planning Commission is recommending approval of a preliminary plat for a new subdivision as requested by Lennar Corporation. The Subdivision Ordinance requires that the City Council review and approval a preliminary plat before an applicant may proceed with the preparation and recording of a final plat. The subdivision request is being made by Lennar for property presently owned by Tammy Diedrich and Gerhard Rieder within the I-94 Corridor planning area.

FISCAL IMPACT: TBD – The City will require that the applicant enter into a developer’s agreement with the City to specify the financial responsibilities for various aspects of the subdivision and related public improvements. The developer is expected to pay the Water Availability Charge for the entire development at the time a final plat is approved (currently \$3,000 per unit) similar to other developments that are connecting to the Lake Elmo Avenue water main.

SUMMARY AND ACTION REQUESTED: The City Council is being asked to consider a request for approval of a Preliminary Plat from Lennar Corporation for a 46-unit singled family attached (townhouse) development to be located on slightly over 15 acres of land immediately east of Lake Elmo Avenue and north of the Hunters Crossing development. The proposed development site is located within the City’s I-94 corridor planning area, and is in an area guided for public sewer and water services. The preliminary plat has been prepared in response to the City’s Comprehensive Plan for the corridor, which guides this site for medium density urban residential development. The Staff report to the Planning Commission

concerning this request is attached to this memorandum, and includes a detailed summary of the request in addition to the detailed Staff review and recommendation.

The Planning Commission is recommending approval of the preliminary plat with several conditions of approval. The suggested motion to adopt the Planning Commission recommendation is as follows:

“Move to adopt Resolution No. 2015-56 approving the Lennar Diedrich Townhouses preliminary plat with 16 conditions of approval.”

LEGISLATIVE HISTORY/PLANNING COMMISSION REPORT: The attached staff report to the Planning Commission provides an overview of the request and a list of comments and recommendations from Staff. In order to address the initial set of comments from the City, the developer prepared an updated site plan prior to the Planning Commission meeting that reduced the overall number of units by two and that changed the originally planned private street to a public street meeting City specifications. Although the construction plans have not yet been updated, the Planning Commission’s review focused on the updated site plan. The City will still need to review updated construction plans, and all previous review comments from the City Engineer and County Engineer will need to be addressed by the applicant. Since the Planning Commission meeting the developer has updated the landscape plan to provide a better overview of how the site will look when completed.

The Planning Commission considered the preliminary plat at its June 22, 2015 meeting and conducted a public hearing on the applicant’s request at this time. No one spoke at the public hearing.

The Planning Commission discussed the request and specifically issues associated with the timing of improvements to 5th Street, the updated site plan, and potential issues associated with the new configuration of lots. The Commission also noted that the developer would need to address an ownership issue in the extreme southwestern portion of the plat. Specifically, Ryland Homes owns a small remnant of land that is sandwiched between 5th Street and the Lennar property. This property is shown as part of the Lennar plat, but it may be excluded from the subdivision based on the developers’ comments at the meeting. If this is the case, four of the lots need be adjusted in order to provide adequate rear yard setbacks. This is not a major plat concern, but will need to be addressed as part of a final plat submission. The Commission adopted a finding of fact to document their concerns over this issue.

The Commission further discussed the status of parks in this area and the developer’s request to pay a fee in lieu of land dedication. Commissioners adopted a motion to include a finding that there are no City parks within ½ mile of the subdivision site. The Commission also requested one additional condition of approval to clarify that the developer must secure a written agreement from Xcel Energy to perform the planned grading work within the existing power line easement. The conditions of approval as amended by the Planning Commission are incorporated into the draft resolution.

The Planning Commission adopted a motion to recommend approval of the Preliminary Plat with the findings and conditions as noted in the attached Resolution 2015-56. The motion passed unanimously (7-0).

BACKGROUND INFORMATION (SWOT):

Strengths

- The preliminary plat is consistent with the Comprehensive Plan and specifically the Urban Medium Density Residential land use classification.
- The project will connect to the Cottage Grove sewer interceptor via a connection to the gravity line constructed across the project site late last year.
- The project will connect to the Lake Elmo Avenue water main

recently installed in this area.

Weaknesses

- The two developers adjacent to 5th Street have not yet agreed to build this road as a joint project.

Opportunities

- The development will include 46 REC units and will pay connection fees for sewer and water service. The developer has committed to paying the water available charge for the entire development (\$138,000 based on the current fee schedule) with the first phase of the final plat.
- The project will include the construction of the initial segment of 5th Street to the east of Lake Elmo (which must either be constructed as a public project or privately by the developer).

Threats

- None identified.

RECOMMENDATION: Based upon the above background information, Staff report and Planning Commission recommendation, it is recommended that the City Council approve the Lennar Diedrich Townhouses preliminary plat with the 16 conditions of approval as documented in the resolution of approval by taking the following action / with the following motion:

“Move to adopt Resolution No. 2015-56 approving the Lennar Diedrich Townhouses preliminary plat with 16 conditions of approval.”

ATTACHMENTS:

1. Resolution No. 2015-56
2. Planning Commission Report (6/22/15)
3. Application Forms
4. Application Narrative and Information
5. Location Map
6. Tree Inventory
7. Review Comments:
 - a. City Engineer
 - b. Washington County
8. Preliminary Plat and Plans (20 sheets)
 - a. Revised Site Plan (Dated 6/19/15)
 - b. Revised Landscape Plan (Dated 6/25/15)
 - c. Cover Sheet
 - d. Legend Sheet
 - e. Existing Conditions
 - f. Preliminary Plat
 - g. Preliminary Site Plan
 - h. Preliminary Utility Plan
 - i. Preliminary Grading Plan
 - j. Erosion Control Plan
 - k. Preliminary Seeding Plan
 - l. Preliminary Street Profiles
 - m. Details
 - n. Landscape Plan
 - o. Tree Preservation Plan

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

RESOLUTION NO. 2015-56

*A RESOLUTION APPROVING A PRELIMINARY PLAT FOR
THE LENNAR DIEDRICH TOWNHOUSES*

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

WHEREAS, Lennar Corporation, 16305 36th Avenue North, Plymouth, MN (Applicant) has submitted an application to the City of Lake Elmo (City) for a Preliminary Plat for the Lennar Diedrich Townhouses subdivision, a copy of which is on file in the City of Lake Elmo Community Development Department; and

WHEREAS, the Lake Elmo Planning Commission held public hearing on June 22, 2015 to consider the Preliminary Plat request; and

WHEREAS, the Lake Elmo Planning Commission has submitted its report and recommendation concerning the Preliminary Plat as part of a memorandum to the City Council from Community Development Director Kyle Klatt for the July 7, 2015 Council Meeting; and

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

WHEREAS, the City Council reviewed the Preliminary Plat at its meeting held on July 7, 2014 and made the following findings of fact:

- 1) That the preliminary plat is consistent with the Lake Elmo Comprehensive Plan and the Future Land Use Map for this area.
- 2) That the preliminary plat complies with the City's Urban Medium Density Residential zoning district regulations.
- 3) That the preliminary plat complies with all other applicable zoning requirements, including the City's landscaping, storm water, sediment and erosion control and other ordinances with the plan revisions as requested by City Staff and consultants.
- 4) That the preliminary plat complies with the City's subdivision ordinance.
- 5) That the preliminary plat is consistent with the City's engineering standards provided the plans are updated to address the City Engineer's comments documented in a letter dated June 17, 2014.
- 6) That there are no City parks located within ½ mile of the proposed subdivision.

- 7) That the updated development plans indicate that proposed structures on Lots 29-32 are located too close to the property line and that the development plans must be updated to move these structures to the required setbacks prior to the submission of a final plat.

NOW, THEREFORE, BE IT RESOLVED THAT the City Council does hereby approve the preliminary plat for the Lennar Diedrich Townhouses subdivision subject to the following conditions:

- 1) The landscape plan and tree preservation plan shall be reviewed and approved by an independent forester or landscape architect in advance of the approval of a final plat and final construction plans.
- 2) The final landscape plan shall incorporate additional plantings where feasible adjacent to the shared property lines with parcel at 11490 Hudson Boulevard.
- 3) The applicant shall be responsible for updating the final construction plans to include the construction of all improvements within the Lake Elmo Avenue (CSAH 17) right-of-way as required by Washington County and further described in the review letter received from the County dated March 3, 2015. The required improvements shall include, but not be limited to the construction of a northbound right turn lane and southbound center turn lane.
- 4) The developer shall follow all of the rules and regulations spelled out in the Wetland Conservation Act, and shall acquire the needed permits from the Valley Branch Watershed District prior to the commencement of any grading or development activity on the site.
- 5) The applicant shall enter into a maintenance agreement with the City that clarifies the individuals or entities responsible for any landscaping installed in areas outside of land dedicated as public park and open space on the final plat.
- 6) The developer shall be required to pay a fee in lieu of park land dedication equivalent to the fair market value for the amount of land that is required to be dedicated for such purposes in the City's Subdivision Ordinance. A cash payment in lieu of land dedication shall be paid by the applicant prior to the release of the final plat for recording.
- 7) 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.
- 8) All required modifications to the plans as requested by the City Engineer in a review letter dated June 17, 2015 shall be incorporated into the plans prior to consideration of a final plat.

- 9) The applicant shall update all of the landscaping and construction plans to reflect the updated site plan that includes a public right-of-way within the project area. These updated plan shall be subject to review and approval by the City Engineer.
- 10) Although the updated site plan does not incorporate a private street, any request for flexibility from City regulations and standards must be considered and addressed as part of the final plat submission.
- 11) The final construction plans for the Diedrich Townhouses subdivision shall include, at a minimum, the northern portion of 5th Street if a joint construction project between the applicant and Ryland Homes does not proceed in advance of a final plat submission for the applicant's site.
- 12) The architectural covenants for the homeowner's association shall include provisions that discourage blank garage doors. All garage doors shall incorporate windows or decorative trim to minimize the visual impact of the garage-forward home design.
- 13) 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.
- 14) The site plan and construction plans shall be revised to include a sidewalk along at least one side of all streets within the subdivision.
- 15) The applicant shall pay a Water Availability Charge consistent with the Lake Elmo Fee Schedule for the entire development prior to the release of the final plat for recording, regardless of project phasing.
- 16) The developer shall secure a written grading agreement from Excel Energy concerning the proposed grading activity underneath an existing power line easement across the property prior to submission of a final plat.

Passed and duly adopted this 7th day of July 2015 by the City Council of the City of Lake Elmo, Minnesota.

Mike Pearson, Mayor

ATTEST:

Buckie Gumatz, Deputy City Clerk



PLANNING COMMISSION
DATE: 6/22/15
AGENDA ITEM: 4A – PUBLIC HEARING
CASE # 2015-19

ITEM: Diedrich Property Townhouses (Lennar) – Preliminary Plat and Conditional Use Permit

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 Preliminary Plat request from Lennar Corporation for a 46-unit single-family attached (townhouse) development to be located on slightly over 15 acres of land immediately east of Lake Elmo Avenue and north of the Hunters Crossing development. The site is located within the I-94 Corridor Planning Area and is therefore on property that has been guided for public sewer and water services. The application as originally submitted included a request for a Conditional Use Permit to allow the use of a private street to serve the individual townhouse units. The applicant has since updated the proposed site plan and plat to incorporate a public street within the development, which will eliminate the need for a conditional use permit. Staff is recommending approval of the request with conditions as listed in the below report.

GENERAL INFORMATION

Applicant: Lennar Corporation (Paul Tabone); 16305 36th Avenue North, Suite 600, Plymouth MN 55446

Property Owner: Tammy Diedrich and Gerhard Rieder, 7401 Wyndham Way, Woodbury, MN 55125

Location: Part of Section 36 in Lake Elmo, north of I-94, east of Lake Elmo Avenue, and south of the Cimarron Golf Course property. Immediately north of 404 Lake Elmo Avenue North. PID: 36.029.21.32.0002

Request: Application for a preliminary plat related to a 46-unit townhouse subdivision. A request for a conditional use permit is no longer needed based on the submission of an updated site plan with a public street.

Existing Land Use and Zoning: Vacant with fairly heavy tree cover. Current Zoning: RT – Rural Transitional; Proposed Zoning: MDR – Medium Density Residential

Surrounding Land Use: North – Cimarron Manufactured Home Park and golf course; East – Trans-City industrial building; West – Rural Residential property and The Forest residential subdivision; South –

	Hunters Crossing single family residential development; also one existing home site adjacent to Lake Elmo Avenue.
<i>Surrounding Zoning:</i>	MDR – Medium Density Residential, RT – Rural Development Transitional; LDR – Low Density Residential
<i>Comprehensive Plan:</i>	Urban Medium Density Residential (4 – 7.5 units per acre)
<i>History:</i>	No history on file with the City. Site has been vacant or used for agricultural purposes for a long period of time. The sketch plan was reviewed by the City in February and March of 2015. Staff did not find any information in the City's land use files for the site that would impact the proposed subdivision.
<i>Deadline for Action:</i>	Application Complete – 6/3/15 60 Day Deadline – 8/2/15 Extension Letter Mailed – No 120 Day Deadline – 10/1/15
<i>Applicable Regulations:</i>	Chapter 153 – Subdivision Regulations Article 10 – Urban Residential Districts (MDR) §150.270 Storm Water, Erosion, and Sediment Control

REQUEST DETAILS

The City of Lake Elmo has received a request from Lennar Corporation for a preliminary plat for a 46 unit townhouse development tentatively called the Diedrich Property Preliminary Plat. Please note that the original application and all of the construction plans as submitted were for a 48-unit project utilizing a private street. Due to several issues concerning the original configuration of lots and in order to address City, County, and watershed district comments and concerns, the applicant has submitted a revised site plan that now includes a public street and a reduced number of lots. The applicant may still be seeking some variation from City standards in order to plat a public street, and Staff is suggesting that any variations from the City's zoning and subdivision regulations be addressed at the final plat stage.

The City previously reviewed a sketch plan for the property earlier in the spring of this year, and the current application has been preceded by a Comprehensive Plan amendment that changed the future land use designation of this parcel from HDR – High Density Residential to MDR – Medium Density Residential.

The site under consideration is situated between the Cimarron Golf Course and the Hunters Crossing development north of the planned 5th Street corridor and west of Lake Elmo Avenue. The property is currently vacant, and there is no record of any buildings or structures being constructed on the site. When the City was initially planning the trunk sewer line project to serve the Village Area, the original alignment of the trunk sewer through this property followed the northern and eastern property boundaries. After subsequent discussions with the property owners, this alignment was changed to the southern boundary of the site, within what eventually become the planned right-of-way for 5th Street. The City has acquired easements for both 5th Street and the sewer and water main serving this area that cross the southern property boundary of the applicant's property. These easements may eventually be vacated since the preliminary plat will formally dedicate the required right-of-way for the road, sewer, water, and other utilities as 5th Street. A similar dedication of the road and utility right-of-way was provided with Hunters Crossing to the South.

The proposed access into the development is now proposed to occur via a new public road immediately across from the entrance to Hunters Crossing (Lavern Avenue North). The City has previously approved the use of private roads to serve the townhouse units with Lennar's Savona subdivision, and the plan as originally drawn out called for a private road to be used to access the proposed townhouses. The road as originally planned would have been located within a 30-foot wide Outlot, however, the City Engineer expressed concern that this outlot was not wide enough to accommodate all necessary infrastructure (both private and public) to serve the development. In order to address these (and other) concerns, the applicant has propose a modified plan that accommodates a public street meeting all City standards. This updated plan has been submitted as a supplement to the original application materials that still include a 30-foot outlot with a private street. Any future plan submissions and reviews will need to address revised review comments from Staff, and specifically, the City Engineer, prior to approval of a final plat.

The overall site plan is generally consistent with sketch plan submitted earlier this year. The two notable exceptions are that the (now revised) preliminary plat reduced the overall number of units from 50 to 46. The developer is proposing to construct a sidewalk along the main entrance into the development in addition to a sidewalk connecting the western cul-de-sac with the planned 5th Street trail. There are no interior sidewalks depicted on the preliminary development plans, and the applicant has stated that they believe that interior sidewalks will not be necessary given the low traffic volumes expected on the interior streets. Staff is recommending that if the project does includes a public street and right-of-way meeting City standards that a sidewalk on one side of all street be included in the final development plans.

One of the reasons that the applicant originally requested the use of a private street is that it would allow them to slightly vary the setbacks of the townhouse units in order to help minimize the visual impact of a row of townhouses all at the same setback. The developer is still looking for ways to add some variation to the setbacks, and will be seeking some minor modifications as part of the final plat submission in order to address this issue.

Consistent with the City's specifications for the 5th Street roadway segment, the applicant has provided for a 100-foot wide right-of-way, which will provide sufficient room for the construction of a parkway with turning lanes, 10-foot bituminous trail, sidewalk, trees, lighting, and other design elements as planned by the City. In this case, the applicant is retaining the existing easement width of 110 feet at the intersection of 5th Street and Lake Elmo Avenue and narrowing the right-of-way down to match the 100 foot right-of-way platting within Hunters Crossing. Both Ryland Homes and Lennar are still working towards a joint project to build 5th Street at one time verses splitting the construction up into northern and southern segments.

The preliminary plat has been developed in response to the City's recently adopted Comprehensive Plan, which identifies all of the applicant's property for urban medium density residential development. The plat incorporates 46 single family attached lots, most of which are designed with widths around 40 feet each. Given the limited access to the site and relatively small nature of the property, the applicant has worked to incorporate some variety into the arrangement of lots as is possible given these restrictions.

Public sanitary sewer service is presently available on the site, which was constructed as part of the Village trunk line project completed late last year. Water was extended to the site as part of the 2014 Lake Elmo Avenue water main project. Like other developments along this line, the developer will be expected to pay the full water availability charges for each planned lot (\$3,000) at the time of the final plat, even if the project is broken up into different stages.

PLANNING AND ZONING ISSUES

The Diedrich Townhouse site is guided for urban medium density development in the City's Comprehensive Plan, and the appropriate zoning for the site will be MDR – Medium Density Residential. The actual rezoning of the property is a necessary step prior to development of this site that will need to be completed prior to approval of the final plat. The overall subdivision plan has therefore been prepared in order to comply with the district standards for the MDR districts in terms of lot size, lot widths, building setbacks, and other design criteria. Within the MDR district, townhouses are allowed that do not meet minimum frontage requirements or that are located along a private street as a conditional use permit.

The planned road serving the townhouse lots extends due north from 5th Street and then splits east and west through the middle of the property to provide access to the townhouses. There are no planned connections to the east, west, or north of the property because these sites have previously been developed or will connect into 5th Street once on either side of the site under consideration. Given the site characteristics and the immediately adjacent land uses (which are all different than single family), the applicant has had to design the site as an isolated island that is impractical to connect to adjacent properties. The streets as originally planned and later updated will meet the City's minimum standards for construction.

The sidewalks within the subdivision are limited to those mentioned in the previous section of this report, and there are no sidewalks planned along the east/west private road. Please note that the plat as originally submitted did not dedicate the amount of right-of-way that has been requested by Washington County. The County has previously requested that the developer dedicate an additional 42 feet of right-of-way along Lake Elmo Avenue, and that this right-of-way width be incorporated into the final plat. The additional right-of-way does impact the location of the planned storm water pond over Outlot A, and this pond and associated grading work will need to be adjusted in order to account for the expanded right-of-way. Updated plans must be reviewed and approved by the City, County, and Watershed District prior to the City's approval of a final plat for this subdivision.

As noted in the preceding section, the developer has submitted an updated site plan that retains the same general layout, and configuration of lots, but changes the proposed private street outlot of 30 feet to a public right-of-way 60 feet in width. The additional right-of-way has been requested by the City Engineer to help ensure that there is adequate room for future maintenance and upkeep of public utilities (sewer, water, and other private utilities) within this subdivision. All final construction plans will need to be updated to reflect the public right-of-way and reconfiguration of lots.

The preliminary site plan included as part of the application materials includes a description of the lot size, dimensions, and all required setbacks for the development. All of the lots meet the City's minimum area requirement of 4,000 for single-family attached lots in a MDR district, with the smallest lot proposed at 5,527 square feet. The site plans further illustrate that throughout the subdivision the lots will average 8,782 square feet, which exceeds the minimum requirements by a fairly wide margin.

The following is a general summary of the subdivision design elements that have proposed as part of the Diedrich Townhouses preliminary plat and plans:

Zoning and Site Information:

- Existing Zoning: RT – Rural Transitional

- Proposed Zoning: MDR – Medium Density Residential
- Total Site Area: 15.11 acres (includes Outlot D of Hunters Crossing)
- Total Residential Units: 48
- Proposed Density (Net): 4 units per acre
- REC Units from Comp Plan: 57 (based on a gross calculation)

Proposed Lot Dimensional Standards:

- Min. Lot Width: 40 ft.
- Lot Depth: 134 ft. (140 ft. typical)
- Lot Area: 4,000 sq. ft. (8,000 typical)
- Front Yard Setback: 25 ft.
- Side Yard Setback: 10 ft.
- Rear Yard Setback: 20 ft.

Proposed Street Standards:

- ROW Width – Local 60 ft. (potentially could be reduced to 50 ft. for a limited access road)
- ROW Width – Minor Collector 110-100 feet
- Street Widths – Local: 28 ft.(per City standard)
- Street Width – Minor Collector Varies – parkway design proposed

The standards listed above are all in compliance with the applicable requirements from the City's zoning and subdivision regulations, including the revised public street and associated right-of-way. Based on Staff's review of the preliminary plat, the applicant has demonstrated compliance with all applicable code requirements at the level of detail that is required for a preliminary plat. The applicant will need to address the review comments from the City and County, and the final plat and final construction plans will specifically need to be updated to reflect the wider public street right-of-way and expanded Lake Elmo Avenue (CSAH 17) right-of-way. Any variations from setbacks and other standards because of the amended road section will need to be addressed with the final plat.

As with any new subdivision the City Code requires that a portion of the plat be set aside for public park use. In this case, the applicant is not proposing to dedicate any land specifically for a public park, and is instead asking to pay a fee in lieu of land dedication. This is not a site or general location that would be suitable for a public park or any specific trail connections; therefore, Staff is supportive of the applicant's request to pay a fee instead of dedicating any public land with the subdivision. The required dedication for the 15.11 acre site would be 1.51 acres, or a cash payment of approximately \$90,000 based on previous appraisals of land in this area.

REVIEW AND ANALYSIS

City Staff has reviewed the proposed preliminary plat, and has forwarded the plans to appropriate reviewing agencies in advance of the Planning Commission meeting. In general, the proposed plat will meet all applicable City requirements for approval, and any deficiencies or additional work that is needed is noted as part of the review record and can be imported in the final plat and final construction plans. The City has received a detailed list of comments from the City Engineer concerning the proposed subdivision; these comments are attached to this report for consideration by the Planning Commission.

In addition to the general comments that have been provided in the preceding sections of this report, Staff would like the Planning Commission to consider the issues and comments related to the following discussion areas as well:

- **Comprehensive Plan.** The proposed subdivision is consistent with the Lake Elmo Comprehensive Plan for this area and with the densities that were approved as part of this plan (as recently amended). The net densities for the development fall within the low end of the range allowed for the urban medium density, and depending on the specific amount of land that will be dedicated for 5th Street and Lake Elmo Avenue, this density will be somewhere in the 3.8 to 4.0 units per acre range. Given the site constraints and need to accommodate additional right-of-way within the plat, Staff has found that the proposed density is in keeping the spirit and intent of the Comprehensive Plan for this area. Other aspects of the Comprehensive Plan relate to the Hunter's Crossing subdivision as follows:
 - **Transportation.** The City's transportation plan calls for the construction of a minor collector road that will connect the eastern and western portions of the I-94 Corridor. Staff views this road as a critical piece of the transportation infrastructure that is needed to serve the densities that have been planned for this area. The City's previous acquisition of easements through this area anticipated the future alignment of 5th Street through the southern portion of the applicant's property and the proposed subdivision will officially plat this right-of-way with the final plat. Both Lennar and Ryland are still working towards a joint project to build all of 5th Street between their properties later this summer, and regardless of whether or not a joint project occurs, Lennar will need to build at least its half of 5th Street in order to provide access to the proposed townhouses. Staff will continue to work with both parties to work towards a joint project that addresses the needs of the private developers and the City for access.
 - **Parks.** The City's park plan identifies proposed locations for neighborhood parks based on the anticipated population that should be served by each park. This subdivision is located at the periphery of a park search area for the area east of Lake Elmo Avenue. During its review of the sketch plan for this subdivision, the Park Commission did not recommend the dedication of land within the subdivision for a new park, and instead agreed with the developer's request to submit a cash payment in lieu of land dedication. Staff anticipates that a larger park that could be designed in conjunction with the School District near Oakland Junior High would better serve existing and future residents in this portion of the City.
 - **Water.** Public water service has been extended to this area via the public improvement project that installed a new water main along Lake Elmo Avenue last year. The final construction plans will need to abide by any recommendations of the City Engineer concerning the extension of water service through this site to service other adjacent sites (which will likely not be required given the exiting development on either side of the applicant's site).
 - **Sanitary Sewer.** The developer will be required to connect to the gravity sewer main that has been installed under the 5th Street right-of-way. The utility plans provided by the applicant document this connection.

- **Phasing.** The Lennar townhouse subdivision is located within the Stage 2 phasing area for the I-94 Corridor. The City's Comprehensive Plan allows the City to consider accelerating development stages when adequate public services are available. In this case, the sewer and water projects already completed help this project meet this threshold. The developer will also be required to pay all water availability charges for the project at the time of platting regardless of project staging.
- **Zoning.** The proposed zoning for the site is MDR – Low Density Residential and the subdivision has been designed to comply with all applicable requirements of this zoning district.
- **Subdivision Requirements.** The City's Subdivision Ordinance includes a fairly lengthy list of standards that must be met by all new subdivisions, and include requirements for blocks, lots, easements, erosion and sediment control, drainage systems, monuments, sanitary sewer and water facilities, streets, and other aspects of the plans. The majority of these requirements have been addressed as part of the City Engineer's comments (which are detailed in the Engineer's comment letter) or have been reviewed as part of Staff's ongoing communications with the applicant regarding the project. The elimination of the private street will help the project comply with several of the concerns previously expressed by the City Engineer and other Staff.
- **Infrastructure.** The developer will be required to construct all streets, sewer, water, storm water ponds, and other infrastructure necessary to serve the development.
- **Landscaping.** The applicant has provided a landscape plan for the development that is intended to comply with the City's requirements for number, size and spacing of trees along the public streets. This plan should be reviewed by the City's consulting landscape architect prior to the submission of a final plat. The applicant has also submitted a tree inventory that documents the type and size of all trees on the property and all those that will be impacted by construction to determine compliance with the City's tree preservation and protection plan as described below.
- **Tree Preservation and Protection.** The City recently adopted a tree preservation and protection ordinance, and the applicant has prepared a tree inventory and tree preservation plan for the site. Overall, there are 1,387 caliper inches of trees on the subject property, and all of these trees will be removed in order to build the subdivision as planned. This means the developer will need to mitigate for 485 caliper inches (the amount that exceeds the allowed 30% removal) in accordance with the ordinance replacement schedule. The species and mix of replacement plantings should be also be reviewed by the City's consulting landscape architect.
- **Green Belt/Buffer/Screening.** There are no planned green belts or buffers on or around the site under consideration. The proposed landscape plan incorporates plantings along all edges of the property and within the internal outlots.
- **Streets and Transportation.** The proposed street system, as revised, has been designed to comply with all applicable subdivision requirements and City engineering standards. The developer must also commit to the construction of at least the northern portion of 5th Street in

order for the project to move forward as a final plat. The timing of this road will be somewhat dependent on whether or not Ryland and Lennar are able to come to an agreement to build 5th Street as a joint project. The final construction plans should reflect how 5th Street will be built, and must include the northern portion if a joint project does not move forward. The City has received and reviewed a complete set of construction plans for 5th Street as part of the Hunters Crossing development.

- **County Comments.** Comments received from Washington County during the concept plan review, which focus on needed improvements to Lake Elmo Avenue (CSAH 17) to serve the development, are included in an attached letter from the County's Senior Planner dated March 3, 2015. Staff is recommending that compliance with the County's comments be added as a condition of approval for the plat.
- **Trails.** The Planning Commission comments during the sketch plan review encouraged the developer to incorporate a trail connection between 5th Street and the eastern cul-de-sac. The developer has indicated that given the tight constraints on the site (even with the elimination of four units) that there is not sufficient room to provide for this trail connection. Staff would also like to note that the overall distance from the cul-de-sac to 5th Street is not a large distance even without a direct trail connection.
- **Street Names.** Staff has forwarded its recommendation for street names to Lennar, and these names should be included on the final plat documents.
- **Adjacent Parcels.** The proposed landscape plan includes additional plantings between the proposed townhouses and the industrial facility to the east. The landscape plan will need to be updated to reflect the revised site plan, and in particular, the plan should continue to provide for screening between the eastern-most townhouses and the adjacent industrial land.
- **City Engineer Review.** The City Engineer has provided the Planning Department with a detailed comment letter as a summary of his preliminary plat review. Staff has incorporated the more significant issues identified by the Engineer as part of the recommended conditions of approval, and has also included a general condition that all issues identified by the City Engineer must be addressed by the applicant prior to approval of a final plat for any portion of the Diedrich townhouses. With the general site plan revisions that have been proposed by the applicant, the construction plans will need to be updated to reflect this revisions. Any additional comments or concerns from the City Engineer that arise from the plan updates will need to be addressed as part of a final plat submission.
- **Watershed District.** The project area lies within the Valley Branch Watershed District and the developer will need to secure permits from the watershed district in order to proceed with the development as planned. One of the recommended conditions of approval is that the applicant receive plan approval from the watershed district prior to submission of a final plat for the subdivision.
- **Storm Water Management.** In order to accommodate the County's requirement for additional right-of-way along Lake Elmo Avenue, the developer has had to readjust the size and configuration of the planned storm water basin over Outlot A. The County will not allow any portion of the storm water facility to be located within its right-of-way; therefore, the

plans will need to be updated to reconfigure and adjust the location and size of this pond. These updated plans will be subject to review by the City Engineer and Valley Branch Watershed District. The developer is also requesting to use the proposed pond as part of a water re-use system through lawn irrigation. The City Engineer is seeking additional details concerning this system prior to making any recommendations concerning the viability of the system as proposed.

- ***Washington County Review.*** County Staff has previously provided review comments to the City concerning the sketch plan for the Diedrich townhouses subdivision to the City in a letter dated March 5, 2015. The most significant of the County's concerns is that the applicant will need to make improvements to the County road system in order to provide the necessary access to the subdivision. As a condition of approval, Staff has noted that the applicant will be responsible for including all improvements to TH17 as required by the County as part of the construction plans for the development. In addition, the County has noted that the required right-of-way dedication for Lake Elmo Avenue should be 92 feet as opposed to the 90 feet shown. This request does impact the proposed storm water plan as noted above.

Based on the above Staff report and analysis, Staff is recommending approval of the preliminary plat with several conditions intended to address the outstanding issues noted above and to further clarify the City's expectations in order for the developer to move forward with a final plat. The recommended conditions are as follows:

Recommended Conditions of Approval:

- 1) The landscape plan and tree preservation plan shall be reviewed and approved by an independent forester or landscape architect in advance of the approval of a final plat and final construction plans.
- 2) The final landscape plan shall incorporate additional plantings where feasible adjacent to the shared property lines with parcel at 11490 Hudson Boulevard.
- 3) The applicant shall be responsible for updating the final construction plans to include the construction of all improvements within the Lake Elmo Avenue (CSAH 17) right-of-way as required by Washington County and further described in the review letter received from the County dated March 3, 2015. The required improvements shall include, but not be limited to the construction of a northbound right turn lane and southbound center turn lane.
- 4) The developer shall follow all of the rules and regulations spelled out in the Wetland Conservation Act, and shall acquire the needed permits from the Valley Branch Watershed District prior to the commencement of any grading or development activity on the site.
- 5) The applicant shall enter into a maintenance agreement with the City that clarifies the individuals or entities responsible for any landscaping installed in areas outside of land dedicated as public park and open space on the final plat.
- 6) The developer shall be required to pay a fee in lieu of park land dedication equivalent to the fair market value for the amount of land that is required to be dedicated for such purposes in

the City's Subdivision Ordinance. A cash payment in lieu of land dedication shall be paid by the applicant prior to the release of the final plat for recording.

- 7) 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.
- 8) All required modifications to the plans as requested by the City Engineer in a review letter dated June 17, 2015 shall be incorporated into the plans prior to consideration of a final plat.
- 9) The applicant shall update all of the landscaping and construction plans to reflect the updated site plan that includes a public right-of-way within the project area. These updated plan shall be subject to review and approval by the City Engineer.
- 10) Although the updated site plan does not incorporate a private street, any request for flexibility from City regulations and standards must be considered and addressed as part of the final plat submission.
- 11) The final construction plans for the Diedrich Townhouses subdivision shall include, at a minimum, the northern portion of 5th Street if a joint construction project between the applicant and Ryland Homes does not proceed in advance of a final plat submission for the applicant's site.
- 12) The architectural covenants for the homeowner's association shall include provisions that discourage blank garage doors. All garage doors shall incorporate windows or decorative trim to minimize the visual impact of the garage-forward home design.
- 13) 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.
- 14) The site plan and construction plans shall be revised to include a sidewalk along at least one side of all streets within the subdivision.

DRAFT FINDINGS

Staff is recommending that the Planning Commission consider the following findings with regards to the proposed Lennar/Diedrich Townhouses preliminary plat:

- That the preliminary plat is consistent with the Lake Elmo Comprehensive Plan and the Future Land Use Map for this area.
- That the preliminary plat complies with the City's Urban Medium Density Residential zoning district regulations.

- That the preliminary plat complies with all other applicable zoning requirements, including the City's landscaping, storm water, sediment and erosion control and other ordinances with the plan revisions as requested by City Staff and consultants
- That the preliminary plat complies with the City's subdivision ordinance.
- That the preliminary plat is consistent with the City's engineering standards provided the plans are updated to address the City Engineer's comments documented in a letter dated June 17, 2014.

RECCOMENDATION:

Staff recommends that the Planning Commission recommend approval of the Lennar/Diedrich preliminary plat with the 14 conditions of approval as listed in the Staff report. Suggested motion:

"Move to recommend approval of the Lennar/Diedrich preliminary plat with the 14 conditions of approval as drafted by Staff"

ATTACHMENTS:

1. Application Forms
2. Application Narrative and Information
3. Location Map
4. Tree Inventory
5. Review Comments:
 - a. City Engineer
 - b. Washington County
6. Preliminary Plat and Plans (20 sheets)
 - a. Revised Site Plan (Dated 6/19/15)
 - b. Cover Sheet
 - c. Legend Sheet
 - d. Existing Conditions
 - e. Preliminary Plat
 - f. Preliminary Site Plan
 - g. Preliminary Utility Plan
 - h. Preliminary Grading Plan
 - i. Erosion Control Plan
 - j. Preliminary Seeding Plan
 - k. Preliminary Street Profiles
 - l. Details
 - m. Landscape Plan
 - n. Tree Preservation Plan

ORDER OF BUSINESS:

- IntroductionPlanning 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

Date Received: 4/29/15
Received By: [Signature]
LU File #: 2015-19



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

PRELIMINARY PLAT APPLICATION

Applicant: PAUL TABONE - LENNAR CORPORATION
Address: 16305 36th AVE NORTH, PLYMOUTH MN 55446
Phone #: 952-249-3086
Email Address: PAUL.TABONE@LENNAR.COM

Fee Owner: _____
Address: _____
Phone #: _____
Email Address: _____

Property Location (Address and Complete (long) Legal Description): LOCATED ALONG
LAKE ELMO AVENUE - PIN # 36-029-21-32-0002 -
REFER TO PRELIMINARY PLAT.

General information of proposed subdivision: 48 TOWN HOMES WITH
ASSOCIATED IMPROVEMENTS - REFER TO PRE-PLAT PLANS
& COVER LETTER.

Conducted pre-application meeting with Staff?

☒ Yes

☐ No

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: Paul J. Tabone Date: 4/29/2015

Signature of Fee Owner: [Signature] Date: 4/29/2015

Tammy Diehl 4/29/2015

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



651-747-3900
3800 Lavene 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: SALE - PAUL TABONE - LENNAR CORPORATION
Address: _____
Phone #: _____
Email Address: _____

Fee Owner: _____
Address: _____
Phone #: _____
Email Address: _____

Property Location (Address and Complete (long) Legal Description: SALE

Detailed Reason for Request: REFER TO ATTACHED COVER MEMO -
CUP FOR PRIVATE STREETS FOR TWIN HOME COMMUNITY

*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: Paul J. Tabone Date: 4/29/2015

Signature of fee owner: Tammy Diehl Date: 4/29/2015



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 Gerhard Rieder - Tammy Diedrich
(Please Print)

Street address/legal description of subject property _____

Tammy Diedrich 4/29/15
Signature Date
4/29/15

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.



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 PAUL J. TABONE Date 4/29/2015

Name of applicant Paul J. Tabone Phone 952-249-3086
(Please Print)

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



Mr. Kyle Klatt
Community Development Director
City of Lake Elmo, MN

Dear Kyle:

Lennar Corporation is pleased to submit the preliminary plat application for a twin home community located on the Diedrich property (PIN 36.029.21.32.0002) along Lake Elmo Avenue. The proposed preliminary plat is in substantial conformance with the sketch plat for the property that was reviewed by the City during February. There are some modifications we wish to acknowledge with this submittal.

In finalizing the design and layout, it was determined that homes were too close when private walks were added; private sidewalks were overlapping each other, especially when homes were located around the curves of both cul-de-sacs that were shown in the sketch plat. The wider public rights of way were overdesigned, and also resulted in tight spacing around each cul-de-sac. Additionally, units 38-23 all had fronts located along the same setback line, resulting in a stretch of homes that had no variation in placement. To remedy these issues and open up the design a bit more, 2 units were eliminated to allow more space between the twin homes, resulting in a total of 48 units. The easterly cul-de-sac has also been modified into a loop road with an outlot in a center island. This allowed us to space out the layout of the homes while providing an open space area for residents. Side setbacks have also been modified to a minimum of 7.5 feet.

Because the entire interior street system is now set up as a private street, and side setbacks have been slightly modified to achieve a better fit between units, we are requesting that a CUP be processed as a master plan of development for this site primarily for the private roads, as was done in the townhome area for Savona. It should be noted that the width of the paved area is still 28' back to back; only the right of way has been reduced. The remainder of the site meets the minimum design requirements for the MDR District, with the exception of the modified setback, which can be governed by a CUP. The transition of the interior streets from public to private roads results in the opportunity for a HOA to maintain the streets, and the MDR District Density of 4 to 7 dwelling units per acre can still be achieved when right of way and pond areas are excluded.

16305 36th Avenue N, Suite 600 • Plymouth, MN 55446

LENNAR.COM

Enclosed you will find the following project documents:

- 5 sets of full-size plans, 1 digital set, 10 reductions size 11x17
- Signed and dated application & escrow deposit check
- Current title commitment
- Mailing labels – 750' radius
- Vacation Exhibit for a portion of 5th Street

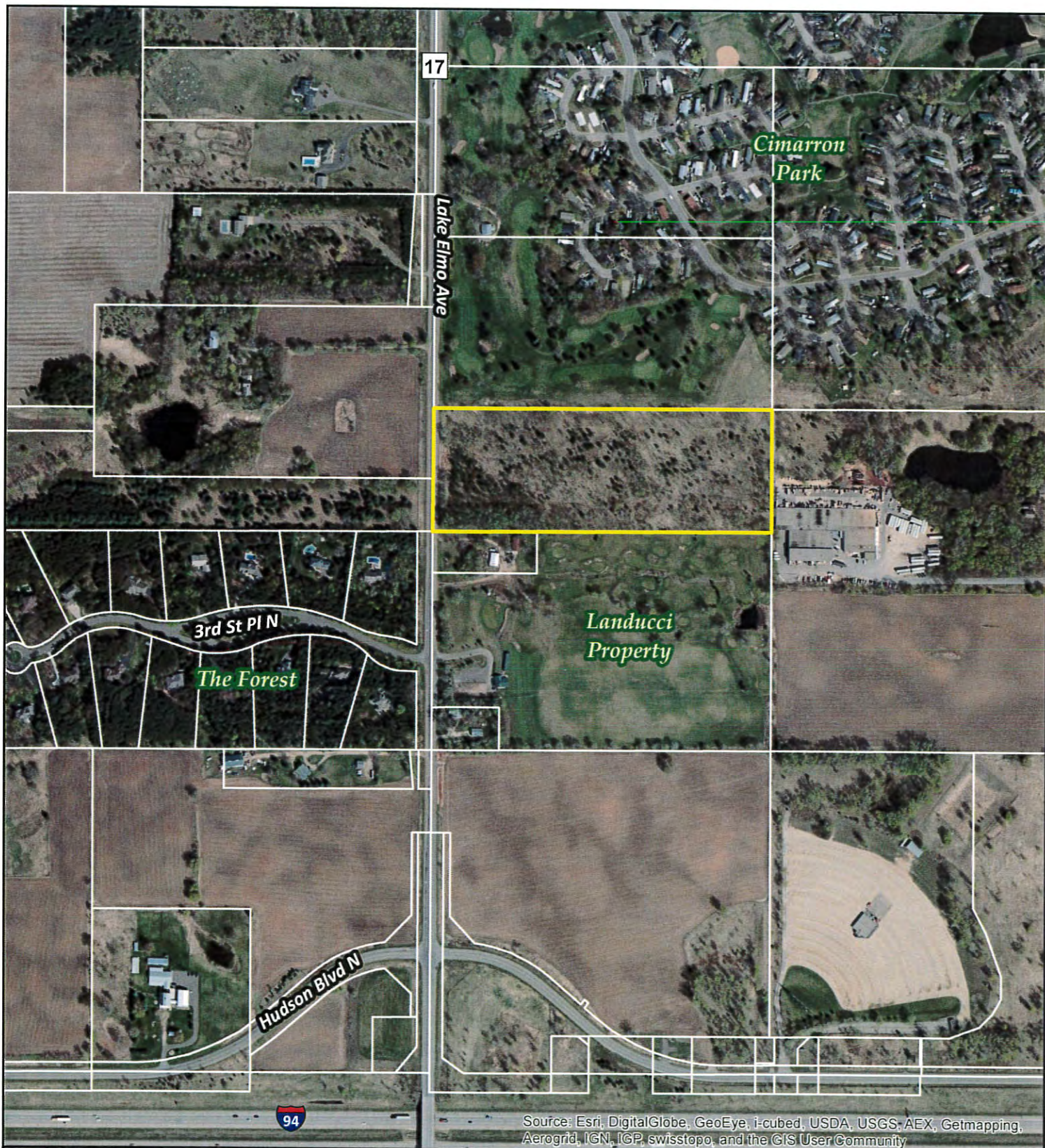
We are confident that this layout enhances the site design from what was initially presented in the sketch plat, and are excited about a new prospective community in the City of Lake Elmo.

Please contact me with any questions, and I look forward to working with you.

Sincerely,

A handwritten signature in blue ink, appearing to read "Paul J. Tabone", with a long horizontal flourish extending to the right.

Paul J. Tabone
Land Entitlement Mgr
Lennar Minnesota



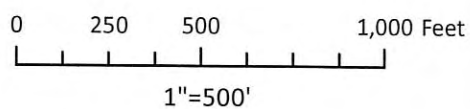
Location Map: Diedrich Property (PIN: 36.029.21.32.0002)



Data Source: Washington County, MN
10-22-2013



Diedrich Property



Diedrich Property Tree Inventory

Lake Elmo, Minnesota

April 29, 2015

LENNAR®

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:

PI **NEER** *engineering*

2422 Enterprise Drive
Mendota Heights, MN 55120
651-681-1914

#	Tree Tag #	Size (DBH ")	Common Name	Scientific Name	Notes	Total Remove	Conifer Remove	Common Remove
1	1701	12/10	Siberian Elm	<i>Ulmus pumila</i>	offsite			
2	1702	15	Honey Locust	<i>Gleditsia triacanthos</i>	offsite			
3	1703	15	Siberian Elm	<i>Ulmus pumila</i>	offsite			
4	1704	16/10	Siberian Elm	<i>Ulmus pumila</i>	offsite			
5	1705	8	Jack Pine	<i>Pinus banksiana</i>		8	8	
6	1706	8	Jack Pine	<i>Pinus banksiana</i>		8	8	
7	1707	9	Red Pine	<i>Pinus resinosa</i>		9	9	
8	1708	8	Jack Pine	<i>Pinus banksiana</i>		8	8	
9	1709	8	Jack Pine	<i>Pinus banksiana</i>		8	8	
10	1710	8	Jack Pine	<i>Pinus banksiana</i>		8	8	
11	1711	8	Jack Pine	<i>Pinus banksiana</i>		8	8	
12	1712	8	Jack Pine	<i>Pinus banksiana</i>		8	8	
13	1713	10	Jack Pine	<i>Pinus banksiana</i>		10	10	
14	1714	8	Jack Pine	<i>Pinus banksiana</i>		8	8	
15	1715	9	Jack Pine	<i>Pinus banksiana</i>		9	9	
16	1716	8	Jack Pine	<i>Pinus banksiana</i>		8	8	
17	1717	8	Jack Pine	<i>Pinus banksiana</i>		8	8	
18	1718	8	Jack Pine	<i>Pinus banksiana</i>		8	8	
19	1719	8	Jack Pine	<i>Pinus banksiana</i>		8	8	
20	1720	8	Jack Pine	<i>Pinus banksiana</i>		8	8	
21	1721	10	Jack Pine	<i>Pinus banksiana</i>		10	10	
22	1722	8	Jack Pine	<i>Pinus banksiana</i>		8	8	
23	1723	8	Jack Pine	<i>Pinus banksiana</i>		8	8	
24	1724	8	Red Pine	<i>Pinus resinosa</i>		8	8	
25	1725	8	Red Pine	<i>Pinus resinosa</i>		8	8	
26	1726	12	Quaking Aspen	<i>Populus tremuloides</i>		12		12
27	1727	8	Jack Pine	<i>Pinus banksiana</i>		8	8	
28	1728	9	Jack Pine	<i>Pinus banksiana</i>		9	9	
29	1729	12	Scotch Pine	<i>Pinus sylvestris</i>	heavy sapsucker damage along trunk			
30	1730	8	Jack Pine	<i>Pinus banksiana</i>		8	8	
31	1731	11	Scotch Pine	<i>Pinus sylvestris</i>	heavy sapsucker damage along trunk			
32	1732	10	Jack Pine	<i>Pinus banksiana</i>		10	10	
33	1733	8	Jack Pine	<i>Pinus banksiana</i>		8	8	
34	1734	8	Jack Pine	<i>Pinus banksiana</i>		8	8	
35	1735	9	Jack Pine	<i>Pinus banksiana</i>		9	9	
36	1736	10	Jack Pine	<i>Pinus banksiana</i>		10	10	
37	1737	9	Red Pine	<i>Pinus resinosa</i>		9	9	
38	1738	9	Red Pine	<i>Pinus resinosa</i>		9	9	
39	1739	10	Jack Pine	<i>Pinus banksiana</i>		10	10	
40	1740	8	Jack Pine	<i>Pinus banksiana</i>		8	8	
41	1741	8	Jack Pine	<i>Pinus banksiana</i>		8	8	
42	1742	10	Scotch Pine	<i>Pinus sylvestris</i>		10	10	
43	1743	9	Jack Pine	<i>Pinus banksiana</i>		9	9	
44	1744	8	Jack Pine	<i>Pinus banksiana</i>		8	8	
45	1745	9	Scotch Pine	<i>Pinus sylvestris</i>	heavy sapsucker damage along trunk			
46	1746	8	Jack Pine	<i>Pinus banksiana</i>		8	8	
47	1747	8	Jack Pine	<i>Pinus banksiana</i>		8	8	
48	1748	8	Jack Pine	<i>Pinus banksiana</i>		8	8	
49	1749	8	Red Pine	<i>Pinus resinosa</i>		8	8	
50	1750	9	Jack Pine	<i>Pinus banksiana</i>		9	9	
51	1751	9	Jack Pine	<i>Pinus banksiana</i>		9	9	
52	1752	8	Red Pine	<i>Pinus resinosa</i>		8	8	
53	1753	8	Red Pine	<i>Pinus resinosa</i>		8	8	
54	1754	10	Red Pine	<i>Pinus resinosa</i>		10	10	
55	1755	10	Red Pine	<i>Pinus resinosa</i>		10	10	
56	1756	8	Red Pine	<i>Pinus resinosa</i>		8	8	

#	Tree Tag #	Size (DBH ")	Common Name	Scientific Name	Notes	Total Remove	Conifer Remove	Common Remove
57	1757	8	Red Pine	<i>Pinus resinosa</i>		8	8	
58	1758	13	Scotch Pine	<i>Pinus sylvestris</i>	heavy sapsucker damage along trunk			
59	1759	8/6	Red Pine	<i>Pinus resinosa</i>		14	14	
60	1760	10	Red Pine	<i>Pinus resinosa</i>		10	10	
61	1761	10	Jack Pine	<i>Pinus banksiana</i>		10	10	
62	1762	8	Jack Pine	<i>Pinus banksiana</i>		8	8	
63	1763	10	Red Pine	<i>Pinus resinosa</i>		10	10	
64	1764	8	Scotch Pine	<i>Pinus sylvestris</i>		8	8	
65	1765	8	Jack Pine	<i>Pinus banksiana</i>		8	8	
66	1766	8	Jack Pine	<i>Pinus banksiana</i>		8	8	
67	1767	9	Red Pine	<i>Pinus resinosa</i>		9	9	
68	1768	8	Jack Pine	<i>Pinus banksiana</i>		8	8	
69	1769	9	Jack Pine	<i>Pinus banksiana</i>		9	9	
70	1770	9	Jack Pine	<i>Pinus banksiana</i>		9	9	
71	1771	10	Scotch Pine	<i>Pinus sylvestris</i>		10	10	
72	1772	8	Red Pine	<i>Pinus resinosa</i>		8	8	
73	1773	9	Red Pine	<i>Pinus resinosa</i>		9	9	
74	1774	8	Red Pine	<i>Pinus resinosa</i>		8	8	
75	1775	8	Red Pine	<i>Pinus resinosa</i>		8	8	
76	1776	8/6/6	Red Pine	<i>Pinus resinosa</i>		20	20	
77	1777	8	Red Pine	<i>Pinus resinosa</i>		8	8	
78	1778	8	Red Pine	<i>Pinus resinosa</i>		8	8	
79	1779	8	Red Pine	<i>Pinus resinosa</i>		8	8	
80	1780	8	Red Pine	<i>Pinus resinosa</i>		8	8	
81	1781	9	Red Pine	<i>Pinus resinosa</i>		9	9	
82	1782	9	Red Pine	<i>Pinus resinosa</i>		9	9	
83	1783	8	Red Pine	<i>Pinus resinosa</i>		8	8	
84	1784	9	Red Pine	<i>Pinus resinosa</i>		9	9	
85	1785	8/7	Red Pine	<i>Pinus resinosa</i>		15	15	
86	1786	12	Scotch Pine	<i>Pinus sylvestris</i>	toppled but alive			
87	1787	9	Red Pine	<i>Pinus resinosa</i>		9	9	
88	1788	8	Red Pine	<i>Pinus resinosa</i>		8	8	
89	1789	8	Red Pine	<i>Pinus resinosa</i>		8	8	
90	1790	9	Red Pine	<i>Pinus resinosa</i>		9	9	
91	1791	8	Red Pine	<i>Pinus resinosa</i>		8	8	
92	1792	8	Red Pine	<i>Pinus resinosa</i>		8	8	
93	1793	8	Red Pine	<i>Pinus resinosa</i>		8	8	
94	1794	8	Red Pine	<i>Pinus resinosa</i>		8	8	
95	1795	9	Jack Pine	<i>Pinus banksiana</i>		9	9	
96	1796	9/8	Scotch Pine	<i>Pinus sylvestris</i>		17	17	
97	1797	8	Scotch Pine	<i>Pinus sylvestris</i>		8	8	
98	1798	12	Cottonwood	<i>Populus deltoides</i>		12		12
99	1799	8	Red Pine	<i>Pinus resinosa</i>		8	8	
100	1800	8	Red Pine	<i>Pinus resinosa</i>		8	8	
101	1801	9	Red Pine	<i>Pinus resinosa</i>		9	9	
102	1802	9	Red Pine	<i>Pinus resinosa</i>		9	9	
103	1803	8/7	Red Pine	<i>Pinus resinosa</i>		15	15	
104	1804	9	Red Pine	<i>Pinus resinosa</i>		9	9	
105	1805	9/7	Red Pine	<i>Pinus resinosa</i>		16	16	
106	1806	12	Siberian Elm	<i>Ulmus pumila</i>		12		12
107	1807	13	Box Elder	<i>Acer negundo</i>		13		13
108	1808	8	Red Pine	<i>Pinus resinosa</i>		8	8	
109	1809	9	Red Pine	<i>Pinus resinosa</i>		9	9	
110	1810	8	Red Pine	<i>Pinus resinosa</i>		8	8	
111	1811	9	Red Pine	<i>Pinus resinosa</i>		9	9	
112	1812	8	Red Pine	<i>Pinus resinosa</i>		8	8	

#	Tree Tag #	Size (DBH ")	Common Name	Scientific Name	Notes	Total Remove	Conifer Remove	Common Remove
113	1813	8	Red Pine	<i>Pinus resinosa</i>		8	8	
114	1814	8	Red Pine	<i>Pinus resinosa</i>		8	8	
115	1815	8	Red Pine	<i>Pinus resinosa</i>		8	8	
116	1816	8	Red Pine	<i>Pinus resinosa</i>		8	8	
117	1817	9	Red Pine	<i>Pinus resinosa</i>		9	9	
118	1818	15	Siberian Elm	<i>Ulmus pumila</i>		15		15
119	1819	20	Siberian Elm	<i>Ulmus pumila</i>		20		20
120	1820	12	Siberian Elm	<i>Ulmus pumila</i>		12		12
121	1821	14	Siberian Elm	<i>Ulmus pumila</i>		14		14
122	1822	12	Siberian Elm	<i>Ulmus pumila</i>	offsite			
123	1823	13	Siberian Elm	<i>Ulmus pumila</i>	offsite			
124	1824	8	Red Pine	<i>Pinus resinosa</i>		8	8	
125	1825	8	Red Pine	<i>Pinus resinosa</i>		8	8	
126	1826	8	Red Pine	<i>Pinus resinosa</i>		8	8	
127	1827	8/8	Red Pine	<i>Pinus resinosa</i>		16	16	
128	1828	8/6	Red Pine	<i>Pinus resinosa</i>		14	14	
129	1829	8	Red Pine	<i>Pinus resinosa</i>		8	8	
130	1830	9	Jack Pine	<i>Pinus banksiana</i>		9	9	
131	1831	8	Red Pine	<i>Pinus resinosa</i>		8	8	
132	1832	9	Red Pine	<i>Pinus resinosa</i>		9	9	
133	1833	10	Red Pine	<i>Pinus resinosa</i>		10	10	
134	1834	8	Scotch Pine	<i>Pinus sylvestris</i>		8	8	
135	1835	9	Red Pine	<i>Pinus resinosa</i>		9	9	
136	1836	8	Red Pine	<i>Pinus resinosa</i>		8	8	
137	1837	8	Scotch Pine	<i>Pinus sylvestris</i>		8	8	
138	1838	8/8/8	Scotch Pine	<i>Pinus sylvestris</i>		24	24	
139	1839	8/8	Red Pine	<i>Pinus resinosa</i>		16	16	
140	1840	9/9	Scotch Pine	<i>Pinus sylvestris</i>		18	18	
141	1841	8	Red Pine	<i>Pinus resinosa</i>		8	8	
142	1842	8	Red Pine	<i>Pinus resinosa</i>		8	8	
143	1843	9	Scotch Pine	<i>Pinus sylvestris</i>		9	9	
144	1844	8	Red Pine	<i>Pinus resinosa</i>		8	8	
145	1845	9/8	Red Pine	<i>Pinus resinosa</i>		17	17	
146	1846	9	Red Pine	<i>Pinus resinosa</i>		9	9	
147	1847	8	Red Pine	<i>Pinus resinosa</i>		8	8	
148	1848	8	Red Pine	<i>Pinus resinosa</i>		8	8	
149	1849	14	Siberian Elm	<i>Ulmus pumila</i>		14		14
150	1850	8/6	Red Pine	<i>Pinus resinosa</i>		14	14	
151	1851	8/6	Red Pine	<i>Pinus resinosa</i>		14	14	
152	1852	9	Jack Pine	<i>Pinus banksiana</i>		9	9	
153	1853	8	Red Pine	<i>Pinus resinosa</i>		8	8	
154	1854	8	Scotch Pine	<i>Pinus sylvestris</i>		8	8	
155	1855	8	White Spruce	<i>Picea alba</i>		8	8	
156	1856	8	White Spruce	<i>Picea alba</i>		8	8	
Totals:						1387	1263	124

Trees that are toppled or have heavy sapsucker damage are not included in totals

Total Inches:	1387
Allowable removal: 30%	416.1
Total Removal:	1387
Removal over threshold:	970.9
Mitigation for conifers: 50%	485.45
486" required mitigation	

MEMORANDUM

FOCUS ENGINEERING, inc.

Date: June 17, 2015

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

To: Kyle Klatt, Planning Director
From: Jack Griffin, P.E., City Engineer

Re: Diedrich Property – Preliminary Plan Review

An engineering review has been completed for the Preliminary Plat submittal for the Diedrich Property. The submittal consisted of the following documentation prepared by Pioneer Engineering:

- Diedrich Property Preliminary Plan Set, Sheets 1-14, L1 and T1, dated June 17, 2015.
- Stormwater Management Plan dated June 3, 2015.

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

PRELIMINARY PLAT

- Outlot A is proposed as City owned to accommodate the storm water pond with an HOA owned and operated water re-use irrigation system. See comments below under Stormwater Management.
- Outlot B is proposed as HOA owned to accommodate a "Private Street". See comments below under residential streets.
- The applicant must submit to the City written correspondence from the County indicating that adequate CSAH 17 R/W is being dedicated as part of this Plat. If additional R/W is required by the County the Plat must be revised and resubmitted.
- The plat must be revised to include the Xcel Energy Transmission Easement along the north property line.
- Permanent grading and drainage easements are required to implement the improvements as proposed. These easements must be obtained prior to grading activities and prior to the City accepting an application for final plat.

All public improvements constructed to support the development must be designed and constructed in accordance with the City Engineering Design Standards Manual available on the City website and dated February 2015.

GRADING PLAN, STORMWATER MANAGEMENT AND STORM SEWER SYSTEM

- The site plan is subject to a storm water management plan meeting State, VBWD and City rules and regulations. Storm water facilities proposed as part of the site plan to meet State and VBWD permitting requirements must be constructed in accordance with the City Engineering Design Standards Manual available on the City website. A finalized storm water management plan must be approved by the City and the VBWD permit must be obtained prior to grading activities.
- The Stormwater Management Plan incorporates storm water re-use through lawn irrigation. The re-use system is necessary for the applicant's plan to meet State and Watershed permit requirements for water quality treatment (volume control). Outlot A is proposed as City owned to accommodate the storm water

pond. The water re-use irrigation system is proposed to be HOA operated and maintained on City property. Details of this plan are limited in the application. The following considerations should be noted.

- Stormwater re-use, when implemented correctly can be an effective method to reduce reliance of potable water use while reducing storm water discharges. It would help to reduce peak demands on the potable water system that typically occurs during the summer irrigation and landscape watering season. These benefits make storm water re-use worth consideration.
- However, the City has no design standards or guidelines for implementation and currently has no experience with storm water reuse operations.
- The two most notable concerns for storm water reuse includes the pollutants in the storm water (addressing treatment needs) and designing a system that provides a properly balanced hydraulic system (sizing the storage, and balancing the drawdown to the projected use in a variable climate).
- Pollutants in the storm water reuse system may be a concern for three basic reasons: 1) the health risks associated with human contact; 2) the impact on the environment given the various uses (i.e. bacteria or chlorides from salts); 3) issues for the system equipment and operational impacts.
- Preliminary Plat should be conditioned upon the following:
 - The developer must sign an operation and maintenance agreement for the storm water reuse system in a form acceptable to the City Attorney. The agreement must indemnify and hold harmless the City from any and all activities related to the developer and HOA's operation of this system.
 - The storm water pond must be designed with a hydraulic capacity acceptable to the City Engineer that ensures adequate flood protection without accounting for any water reuse from the system.
 - The storm water pond must be designed and constructed in accordance with the City Engineering Design Standards.
 - A detailed design of the irrigation system together with a detailed operations and maintenance plan must be submitted prior to any grading or construction activity on the site.
- Per City requirements, all storm water facilities, including infiltration basins, must be placed in Outlots deeded to the City for maintenance purposes. The Stormwater Facility Outlots must fully incorporate the 100-year HWL, 10 foot maintenance bench and all maintenance access roads.
 - The pond grading must be revised to add a 10-foot maintenance bench around the entire pond, per the standard pond detail.
 - The maintenance access road must be revised to access the pond from 5th Street North, not CSAH 17.
- Overland emergency overflows or outlets will be required as part of the site plan and must be located within drainage easements, must be in Bold Type on the plans, and must provide 1 foot of vertical separation to the low opening of any building structure. Lot information details must include the lowest opening in addition to the lowest floor elevation.
- The ultimate discharge rate and location is an important consideration to avoid negative impacts to downstream properties. The storm water management plan indicates the pond outfall pipe to discharge to the northerly property. The plan as proposed cannot be implemented without permanent drainage and utility easements from the adjacent property. Permission should be provided to the City prior to accepting a final plat application or allowing grading activities.
- Significant grading is proposed along the northerly property to accommodate many of the proposed building pads. Without written permission to permanently alter grades on the adjacent property, the site would require a redesign. Property owner permission or easements should be provided to the City prior to accepting a final plat application or allowing grading activities.
- The storm sewer system shall be designed to maintain the City standard **minimum** pipe cover of 3.0 feet.
- Per City requirements all storm sewer pipe easements must be a minimum 30-feet in width.
- The maximum allowable curb run along streets without catch basins is 350 feet. Catch basins should be added along Street B, easterly cul-de-sac to maintain maximum curb run of 350 ft.
- Sump manholes are required prior to all discharge points, located at the last manhole or catch basin prior to leaving a paved area. All sump manholes must be 4-foot deep.

MUNICIPAL SANITARY SEWER

- Municipal sanitary sewer service is readily available within the 5th Street R/W located adjacent to the plat.
- The applicant is responsible to extend the municipal sanitary sewer to the development to serve the proposed properties.
- No trunk sewer oversizing is anticipated. The area can be served without a lift station.
- Sanitary sewer must be realigned to better maintain street centerline alignment.
- The sanitary sewer is proposed to be placed within Outlot B to be HOA owned and maintained as a private street. The Outlot width must be a minimum of 40 feet with a 5 foot drainage and utility easement along each side of the street for the corridor to be acceptable for the placement of publicly owned and maintained utilities.

MUNICIPAL WATER SUPPLY

- Municipal water service is readily available within the 5th Street R/W located adjacent to the plat.
- The applicant is responsible to extend municipal water into the development to serve the proposed properties.
- Two connection points to the existing City system should be required.
- No trunk watermain oversizing is anticipated for this development.
- Additional hydrants and system valves will be required as part of the final design.
- Watermain must be realigned to maintain 10-foot separation from the sanitary sewer once the sanitary sewer is realigned as previously noted.
- The watermain is proposed to be placed within Outlot B to be HOA owned and maintained as a private street. The Outlot width must be a minimum of 40 feet with a 5 foot drainage and utility easement along each side of the street for the corridor to be acceptable for the placement of publicly owned and maintained utilities.

TRANSPORTATION IMPROVEMENTS

- Access to the development must be from 5th Street as shown, directly across from the Hunters Crossing access roadway.
- The applicant will be responsible to construct the north half of 5th Street from CSAH 17 to the east plat edge of the Hunters Crossing development. This improvement must be completed at the developer's cost.
- The plat must dedicate the existing 5th Street roadway easement as City R/W. The plan indicates the minimum 100 foot R/W as required. A ten (10) foot utility easement must be provided along the north side of the 5th Street R/W.
- The proposed 2-lane collector parkway street (5th Street) design and geometrics must meet all Municipal State Aid design standards for urban streets (8820.9936) for ADT > 10,000; 40 mph design speed; and must be consistent with the detailed parkway cross section installed throughout the remaining corridor segments and as outlined in the 5th Street Collector Design Guidelines as prepared by City staff.
- Right and left turn lanes must be incorporated along 5th Street North per the City design standards to maintain mobility along the Parkway since there is only one travel lane in each direction.
- Additional streetscape amenities are required along 5th Street consistent with the remaining corridor segments. 5th Street Amenities include a north side off-road bituminous trail, minimum 10 foot width with 5 foot clear zone; a south side concrete sidewalk, minimum 6 foot width with 2 foot clear zone; landscaping elements including a center landscape median; and street lighting.
- The applicant will also be partially responsible for the improvements required by Washington County at the intersection of 5th Street and CSAH 17.

RESIDENTIAL STREETS

- Street A must include a 50 foot tangent per City standards at the intersection with 5th Street before initiating the proposed horizontal curve.
- Street B, east cul-de-sac geometrics must be revised to eliminate turns greater than 90-degrees.

- It is preferable that Public Streets be constructed to serve this development and designed to meet the City's Engineering Design Standards including R/W width, street width and cul-de-sac radii.
- If the streets remain HOA Privately owned, the following recommendations apply:
 - The street/boulevard section must be widened to allow for adequate ownership and maintenance by the City for the public utilities (watermain, sanitary sewer and storm sewer).
 - The street Outlot should be a minimum width of 40 feet (14 feet pavement + 6 foot boulevard) with 5-foot minimum utility easement on each side. This will enable any future construction activity to remain 100% within the Street Outlot plus the utility easement. No additional encroachment on the properties/sidewalks should be necessary during future construction.
 - The typical section should be updated to include storm sewer and should show the small utilities, demonstrating the 3-foot separation between gas and joint trench.
- Street A vertical alignment should be revised to provide a $K = 37$ minimum at STA 0+71.00.



Public Works Department

Donald J. Theisen, P.E.
Director

Wayne H. Sandberg, P.E.
Deputy Director/County Engineer

March 3, 2015

Kyle Klatt
Community Development Director
City of Lake Elmo
3600 Laverne Avenue North
Lake Elmo, MN 55042

RE: Washington County comments on the concept plan for the Diedrich property by Lennar Homes, City of Lake Elmo

Dear Mr. Klatt:

Thank you for providing the county with the concept plan for the Lennar subdivision on the Diedrich property, in Section 36, Township 29N, Range 21W along County Road (CR) 17B/Lake Elmo Avenue in the City of Lake Elmo. The project consists of 50 attached single family residential dwelling units on 12 acres of land. Based on the plan provided, we have the following comments:

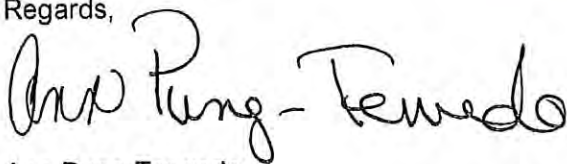
- There is currently 50 feet of right-of-way from the center line of County Road (CR) 17B therefore, an additional 42 feet should be dedicated on the plat which should include the existing home site south of 5th Street.
- According to the *Trip Generation Manual, 7th Addition ITE, 2003*, this development will generate 478 Average Vehicle Trips (AVT) per day.
- In the future, there will be a traffic signal at the intersection of CR 17B and 5th Street and since 5th Street will be a collector roadway, a center left turn lane should be provided on 5th Street for access to the development.
- Access control must be dedicated to Washington County along the CSAH 17/Lake Elmo Avenue frontage. This should be denoted on the final plat.
- Improvements to County Road (CR) 17B will be completed at the new 5th Street section. Washington County is working with the City of Lake Elmo on the planned improvements. The cost of these improvements will be the responsibility of the city.
- The developer or the city must submit the drainage report and calculations to our office for review of any downstream impacts to the county drainage system. Along with the drainage calculations, we will request written conclusions that the volume and rate of stormwater run-off into the county right-of way will not increase as part of the project.

March 3, 2015
Diedrich Property
Concept Plan

- All stormwater ponds should be located outside the county right-of-way.
- Washington County's policy is to assist local governments in promoting compatibility between land use and highways. Residential uses located adjacent to highways often result in complaints about traffic noise. Traffic noise from this highway could exceed noise standards established by the Minnesota Pollution Control Agency (MPCA), the U.S. Department of Housing and Urban Development, and the U.S. Department of Transportation. Minnesota Rule 7030.0030 states that municipalities are responsible for taking all reasonable measures to prevent land use activities listed in the MPCA's Noise Area Classification (NAC) where the establishment of the land use would result in violations of established noise standards. Minnesota Statute 116.07, Subpart 2a exempts County Roads and County State Aid Highways from noise thresholds. County policy regarding development adjacent to existing highways prohibits the expenditure of highway funds for noise mitigation measures in such areas. The developer should assess the noise situation and take any action outside of County right of way deemed necessary to minimize the impact of any highway noise.
- Any grading within County right of way will require a Washington County Right of Way Permit.
- All utility connections for the development require Washington County Right of Way permits. Typically, these are the responsibility of the utility companies.

Thank you for the opportunity to comment on this concept plan. If you have any questions, please contact me at 651-430-4362 or ann.pung-terwedo@co.washington.mn.us

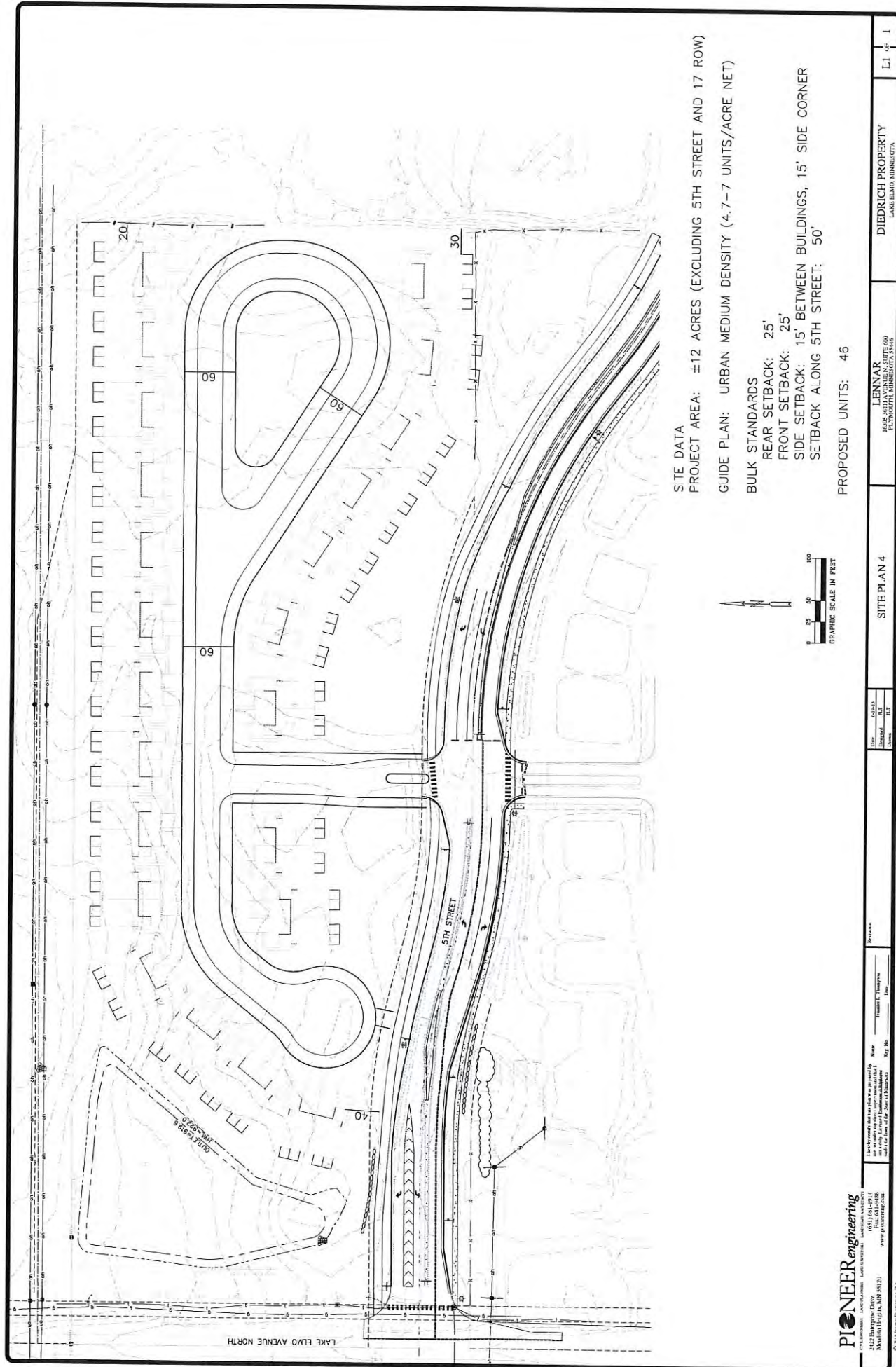
Regards,



Ann Pung-Terwedo
Senior Planner

Cc: Carol Hanson, Office Specialist

R/Plat Reviews/City of lake Elmo/Diedrich property



SITE DATA
 PROJECT AREA: ±12 ACRES (EXCLUDING 5TH STREET AND 17 ROW)
 GUIDE PLAN: URBAN MEDIUM DENSITY (4.7-7 UNITS/ACRE NET)
 BULK STANDARDS
 REAR SETBACK: 25'
 FRONT SETBACK: 25'
 SIDE SETBACK: 15' BETWEEN BUILDINGS, 15' SIDE CORNER
 SETBACK ALONG 5TH STREET: 50'
 PROPOSED UNITS: 46

PIONEER engineering

2422 Enterprise Drive
 Mendota Heights, MN 55120
 (651) 681-1914
 www.pioneereng.com

Drawn by: Heather C. Thompson
 Checked by: Heather C. Thompson
 Date: 10/20/13
 Project: 10000 5TH AVENUE NORTH, SITE 600

Site: 10000 5TH AVENUE NORTH, SITE 600
 Drawn: HEC
 Date: 10/20/13

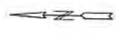
SITE PLAN 4

DIEDRICH PROPERTY
 LAKE ELMO, MINNESOTA

L1 OF 1



SITE DATA
 PROJECT AREA: ±12 ACRES (EXCLUDING 5TH STREET AND 17 ROW)
 GUIDE PLAN: URBAN MEDIUM DENSITY (4.7-7 UNITS/ACRE NET)
 BULK STANDARDS
 REAR SETBACK: 25'
 FRONT SETBACK: 25'
 SIDE SETBACK: 19' BETWEEN BUILDINGS, 15' SIDE CORNER
 SETBACK ALONG 5TH STREET: 40'
 PROPOSED UNITS: 46



PIONEER engineering
 1000 University Avenue, Suite 100
 Minneapolis, MN 55424
 Tel: 612-338-1000
 Fax: 612-338-1001
 www.pioneereng.com

Drawn by: [Name] Date: [Date]
 Checked by: [Name] Date: [Date]
 Approved by: [Name] Date: [Date]

SITE PLAN 5

DIEDRICH PROPERTY
 LAKE ELMO, MINNESOTA

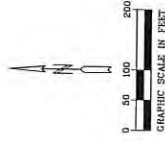
L1

© 2013 Pioneer Engineering, P.A.

DIEDRICH PROPERTY PRELIMINARY PLAT LAKE ELMO, MINNESOTA



LOCATION MAP



SHEET INDEX

1. COVER SHEET
2. LEGEND SHEET
3. EXISTING CONDITIONS
4. PRELIMINARY PLAT
5. PRELIMINARY SITE PLAN
- 6-7. PRELIMINARY UTILITY PLAN
8. PRELIMINARY GRADING PLAN
9. EROSION CONTROL PLAN
10. PRELIMINARY SEEDING PLAN
11. PRELIMINARY STREET PROFILES
- 12-14. DETAILS
- L1. LANDSCAPE PLAN
- T1. TREE PRESERVATION PLAN

PIONEER
Engineering

2122 Enterprise Drive
Plymouth, MN 55443
www.pioneereng.com

Project No. 1000000000
Date 08/01/2010

Project No. 1000000000
Date 08/01/2010

Project No. 1000000000
Date 08/01/2010

Project No. 1000000000
Date 08/01/2010

Project No. 1000000000
Date 08/01/2010

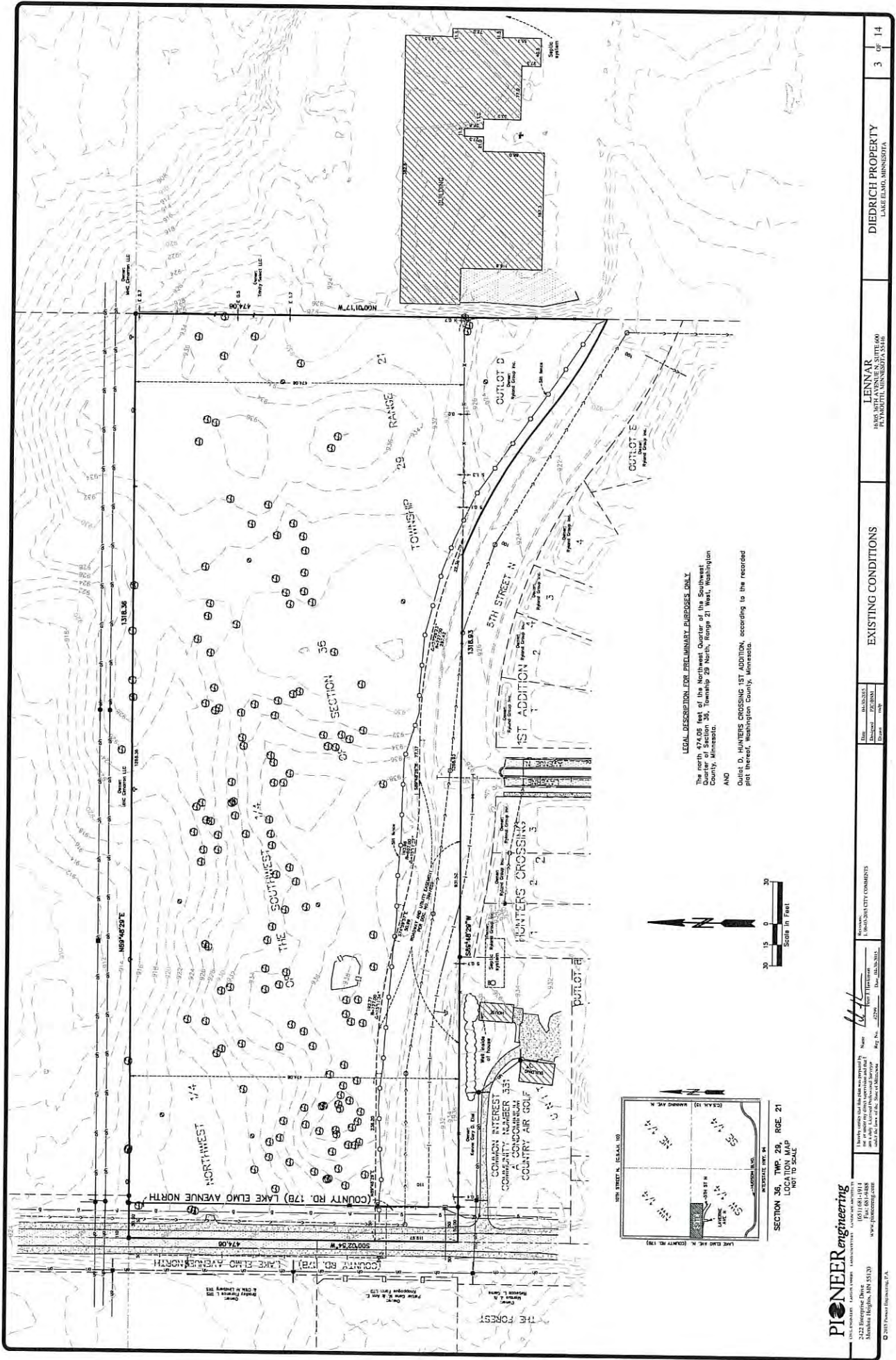
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Date 08/01/2010

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Date 08/01/2010

Project No. 1000000000
Date 08/01/2010

Project No. 1000000000
Date 08/01/2010



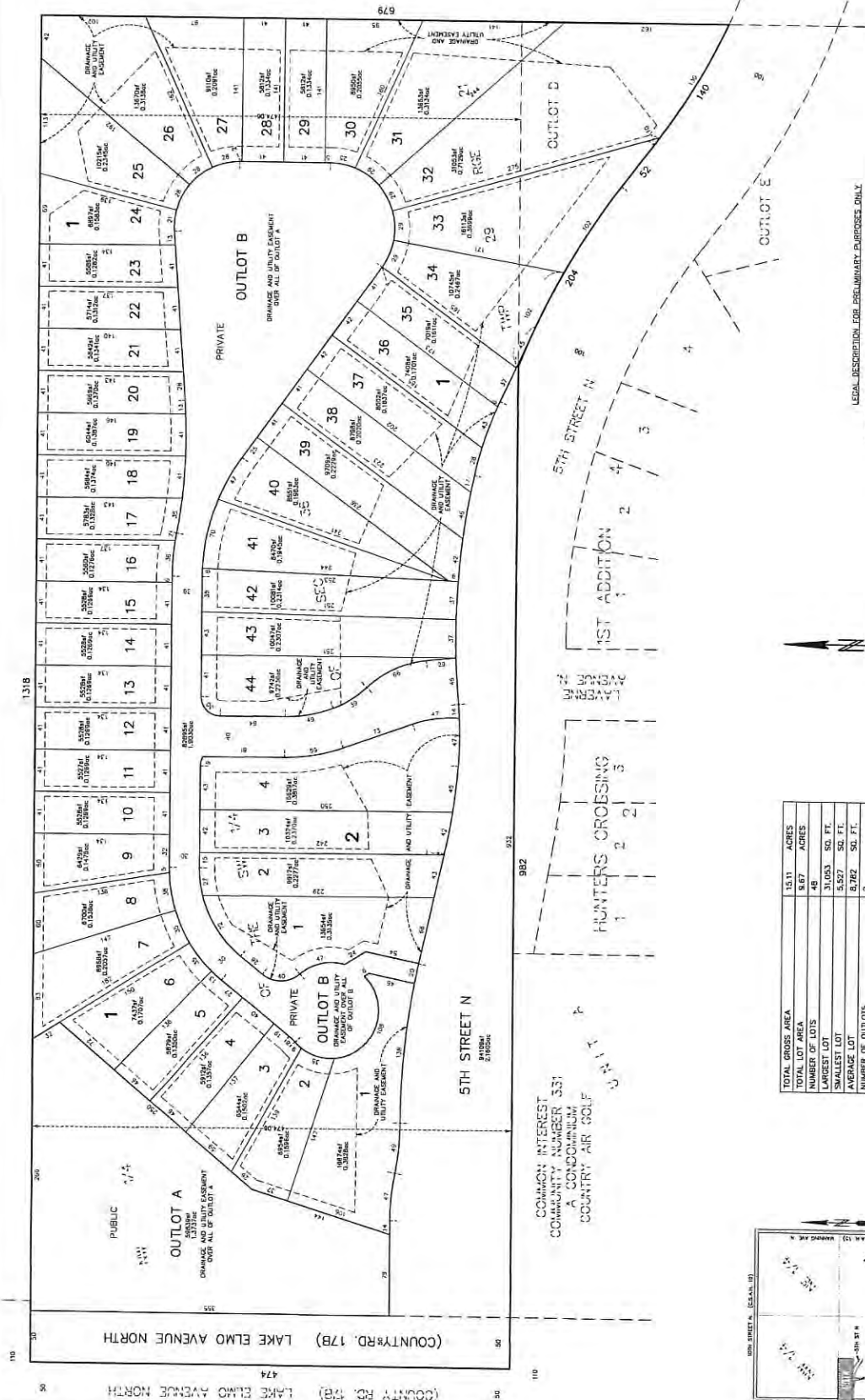
PIONEER engineering

2422 Enterprise Drive
Minnetonka, MN 55345
Tel: 952.835.4488
Fax: 952.835.4489
www.pioneereng.com

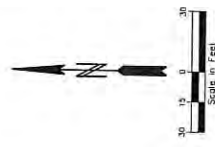
Client: Lennar
Project: 1685 16TH AVENUE N, SUITE 600
Plymouth, MN 55440
Date: 08/25/2015
Drawn: JG-BRM
Checked: JG-BRM
Scale: 1"=30'

EXISTING CONDITIONS

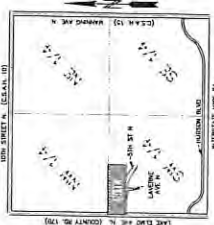
DIEDRICH PROPERTY
LAKE ELMO, MINNESOTA



LEGAL DESCRIPTION FOR PRELIMINARY PURPOSE ONLY
 The north 474.06 feet of the Northwest Quarter of the Southwest
 Quarter of Section 36, Township 28 North, Range 21 West, Washington
 County, Minnesota.
 AND
 Outlot D, HUNTERS CROSSING 1ST ADDITION, according to the record
 plat thereof, Washington County, Minnesota.



TOTAL GROSS AREA	15.11	ACRES
TOTAL LOT AREA	9.67	ACRES
NUMBER OF LOTS	48	
NUMBER OF LOTS	31,003	SQ. FT.
SMALLEST LOT	5,527	SQ. FT.
NUMBER OF OUTLOTS	2	
TOTAL OUTLOT AREA	2.28	ACRES
TOTAL RIGHT OF WAY AREA	2.16	ACRES
GROSS DENSITY	3.16	LOTS/ACRE
NET DENSITY (EXCLUDES R/W)	3.71	LOTS/ACRE
EXISTING ZONING	RT	
PROPOSED ZONING	MDR	



SECTION 36, TWP. 28, RGE. 21
 LOCATION MAP
 NOT TO SCALE

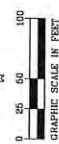
PIONEER engineering
 1715 UNIVERSITY AVENUE, SUITE 100
 MINNEAPOLIS, MN 55425
 TEL: 612-448-1448
 WWW.PIONEERENGINEERING.COM

Project No. 2022-001
 Date: 01/20/23
 Drawn: J. H. H. H.
 Checked: J. H. H. H.
 Approved: J. H. H. H.

PRELIMINARY PLAT

LENNAR
 10000 WILLOW AVENUE, SUITE 600
 PLYMOUTH, MINNESOTA 55442

DIEDRICH PROPERTY
 LAKE ELMO, MINNESOTA



BENCH MARK
MN/DOT B282 AG
ELEV=943.87 (1983 datum)

PIONEER *engineering*

651.661.2041 222 East Fifth Street Suite 404 Franklin, WI 53120 www.planning.com	I hereby certify that the fees represented by this invoice have been approved and that I am authorized to accept payment on behalf of the City of Milwaukee for the fees of the State of Wisconsin.	Name _____ Title _____ Date _____	Received _____ Date _____	STORM SEWER LENNAR 10035 KITH AVENUE N, SUITE 600 FLYING DUTCHMAN, MINNESOTA 55416	7 OF 14 DIEDRICH PROPERTY LAKE ILWACO, MINNESOTA
--	---	---	------------------------------	---	--

7 OF 14

LENNAR
16305 16TH AVENUE N, SUITE 600
PLYMOUTH, MINNESOTA 55446

STORM SEWER

DATE	04.03.2015
ISSUED BY	MANOJ K
FOR	MANOJ K

Reviews
JOURNAL OF CITY COMMUNITIES

Unit 1 Phase _____ Date 04.30.2015

Name	_____
Reg. No.	101543

to verify that this plan was performed by its members and to supervise and that it is a study. Licensed Professional Engineers under the laws of the State of Massachusetts.

[illegible]

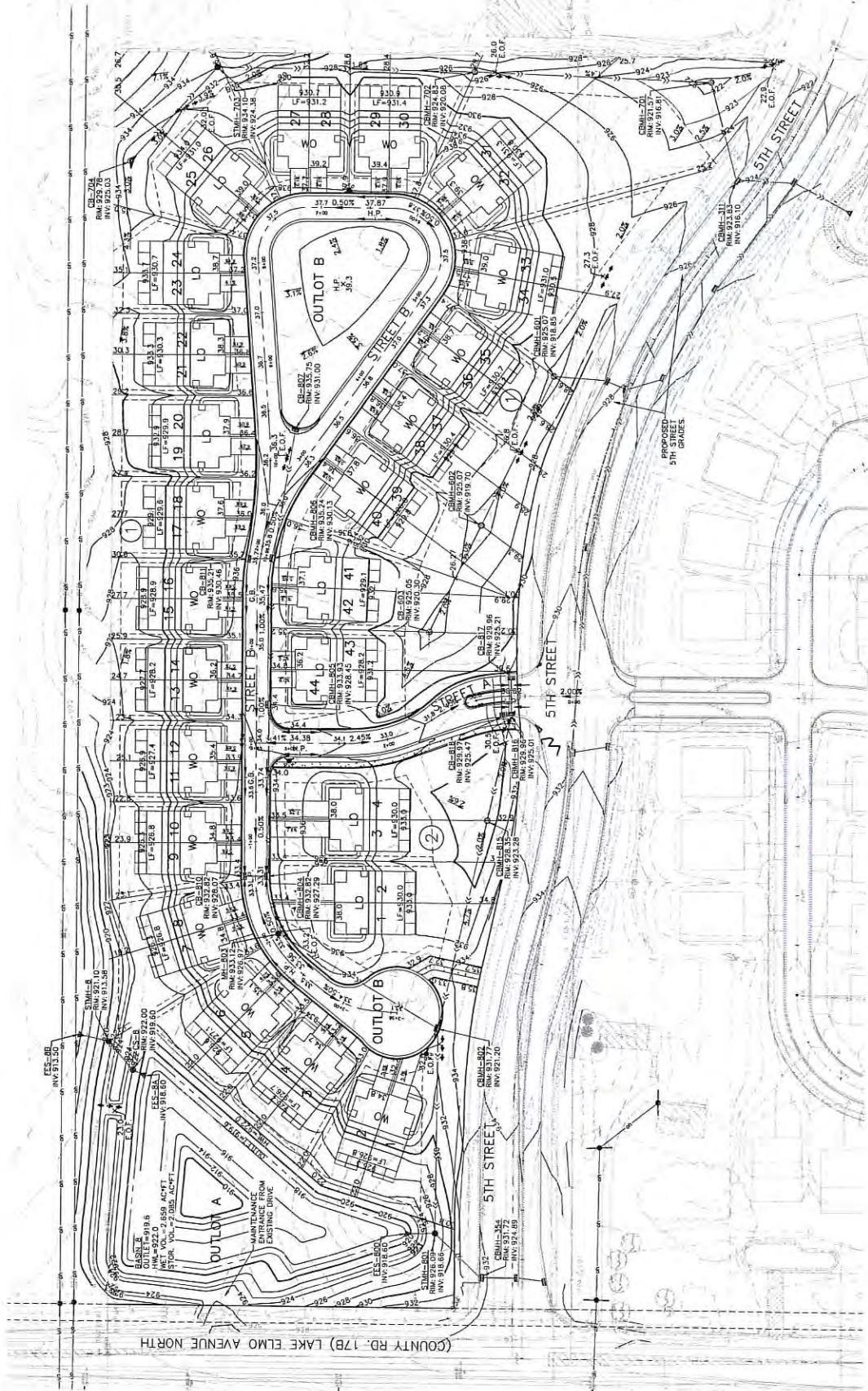
1-800-368-1191

1651) 6
Pax: 6
www.piacere.it

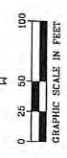
1

Driver
s, MDN 55120
Insurance P.A.

2 Enterprise



NOTE: PERIMETER DRAINAGE IS REQUIRED ON ALL LOTS

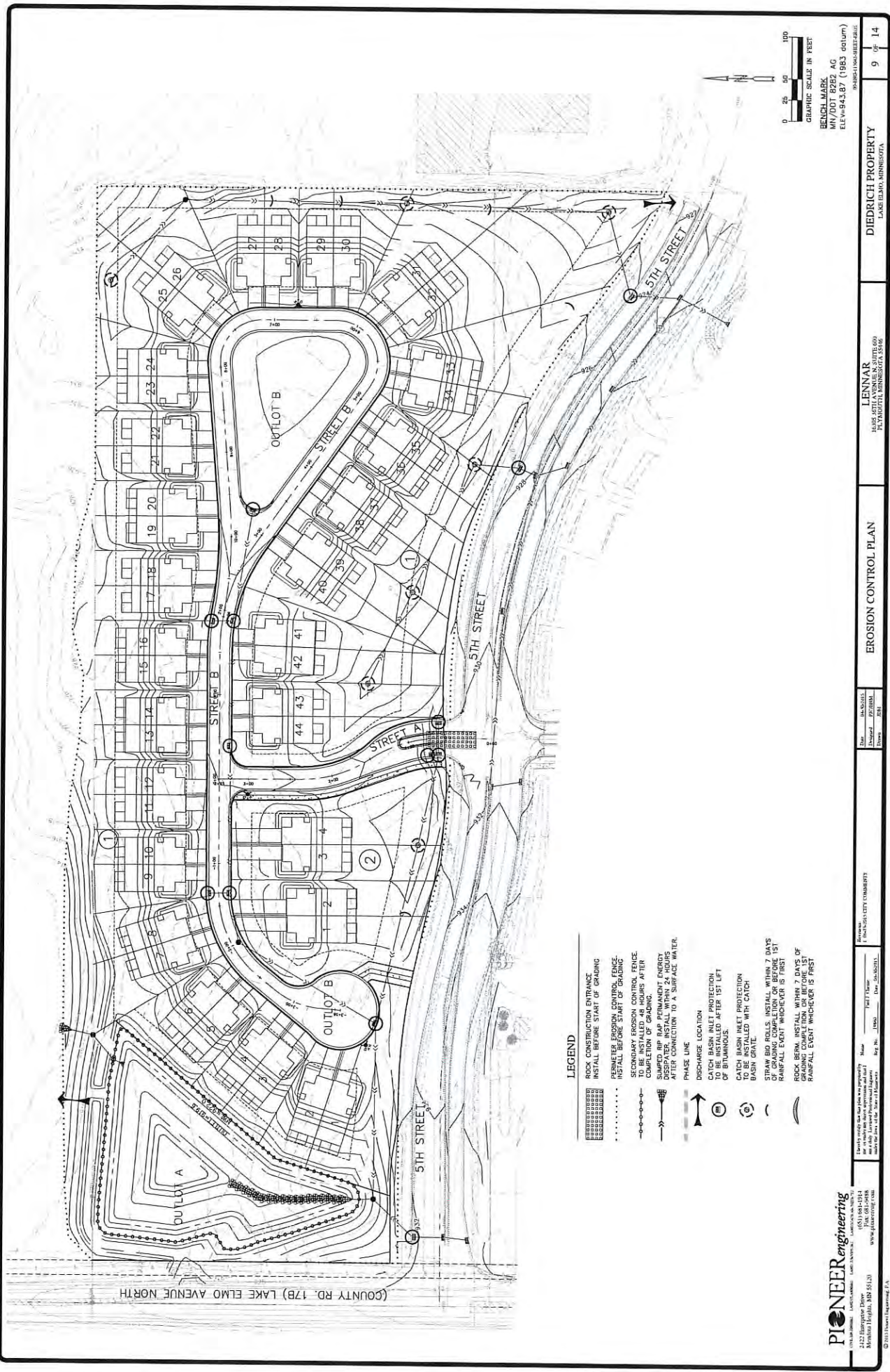


BENCH MARK
MN/DOT 8282 AC
ELEV=943.87 (1983 datum)

PIONEER engineering
11213 Lake Elmo Avenue North
Minnetonka, MN 55345
612.881.0088
www.pioneereng.com

Project Name	11213 Lake Elmo Avenue North	Project Number	11213	Project Date	01/20/2011
Client	Lennar	Design	Grading Plan	Drawn	01/20/2011
Location	Lake Elmo, Minnesota	Scale	As Shown	Sheet	8 of 14
Notes	<p>Grading plan for 11213 Lake Elmo Avenue North, Minnetonka, MN. The plan shows the proposed grading for the site, including the location of the existing and proposed streets, and the location of the proposed building footprints. The plan also shows the location of the proposed parking areas, and the location of the proposed landscaping areas. The plan is based on the information provided by the client, and it is the responsibility of the engineer to verify the accuracy of the information.</p>				

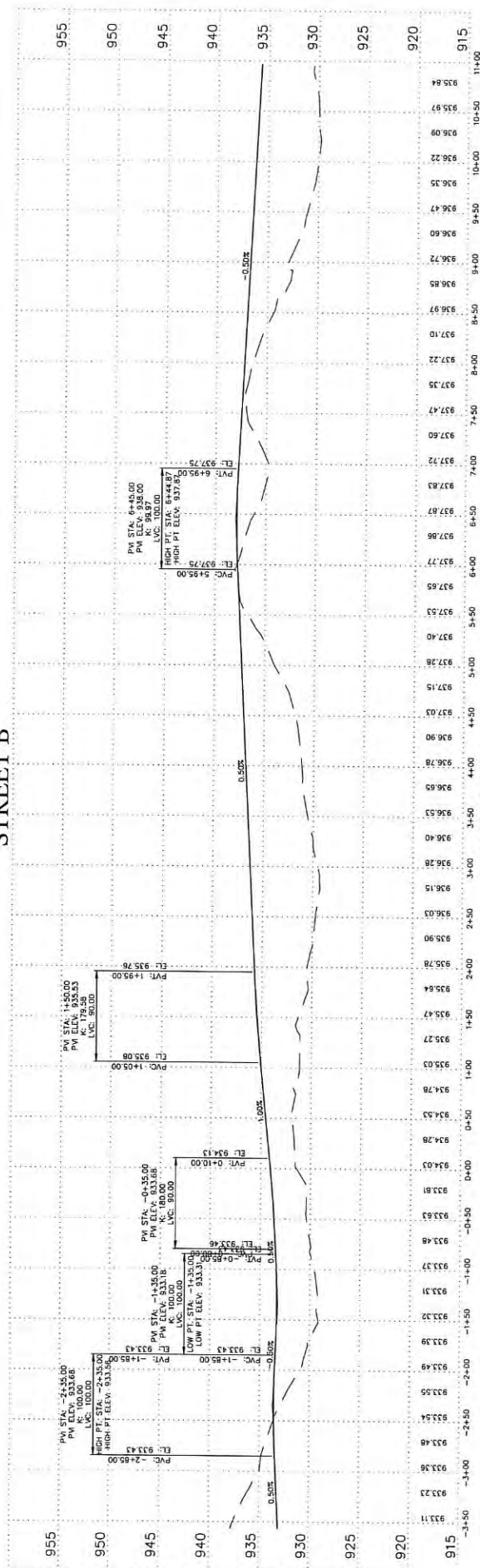
DIEDRICH PROPERTY
LAKE ELMO, MINNESOTA



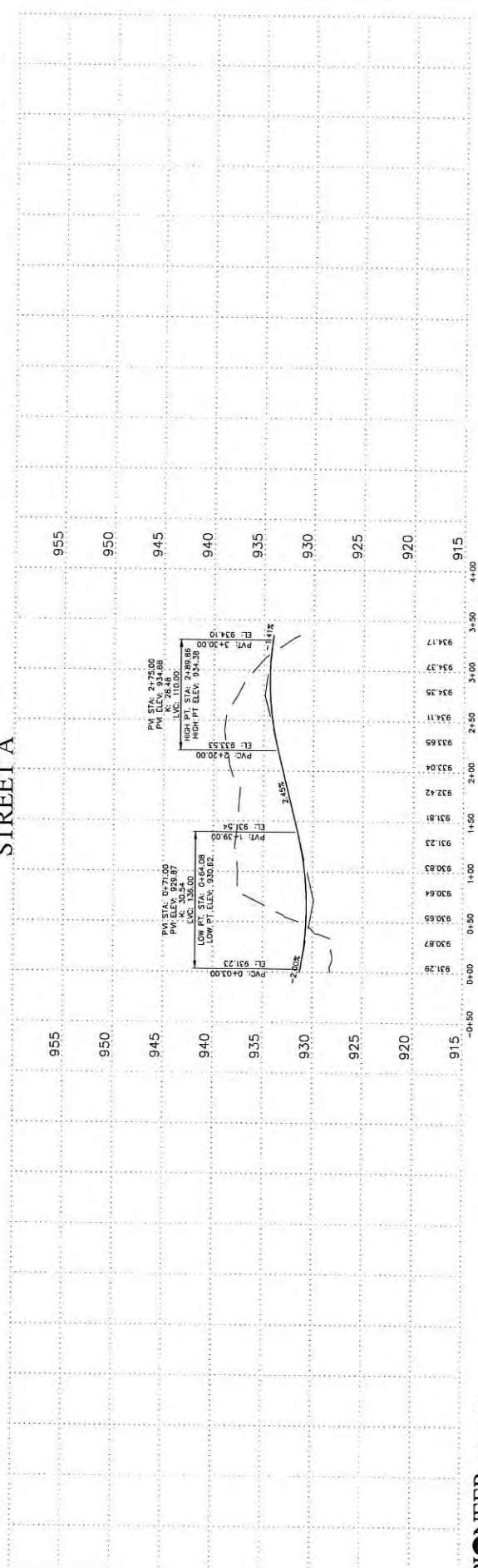
- LEGEND**
- ROCK CONSTRUCTION ENTRANCE
INSTALL BEFORE START OF GRADING
 - PERIMETER EROSION CONTROL FENCE
INSTALL BEFORE START OF GRADING
 - SECONDARY EROSION CONTROL FENCE
TO BE INSTALLED 48 HOURS AFTER
COMPLETION OF GRADING
 - CATCH BASIN INLET PROTECTION
TO BE INSTALLED WITHIN 24 HOURS
AFTER CONNECTION TO A SURFACE WATER
 - PHASE LINE
 - DISCHARGE LOCATION
 - CATCH BASIN INLET PROTECTION
TO BE INSTALLED AFTER 1ST LIFT
OF BITUMINOUS
 - CATCH BASIN INLET PROTECTION
TO BE INSTALLED WITHIN 24 HOURS
AFTER CONNECTION TO A SURFACE WATER
 - STRAIN BIG ROLLS. INSTALL WITHIN 7 DAYS
OF GRADING COMPLETION OR BEFORE 1ST
RAINFALL EVENT WHICHEVER IS FIRST
 - ROCK BERM. INSTALL WITHIN 7 DAYS OF
GRADING COMPLETION OR BEFORE 1ST
RAINFALL EVENT WHICHEVER IS FIRST

GRAPHIC SCALE IN FEET
0 25 50 100
BENCHMARK
MN DOT 8297 AC
ELEV=943.87 (1983 datum)

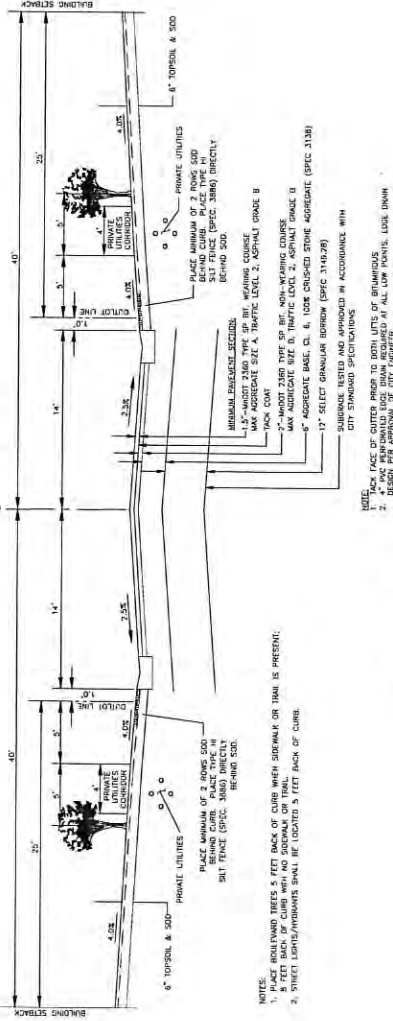
STREET B



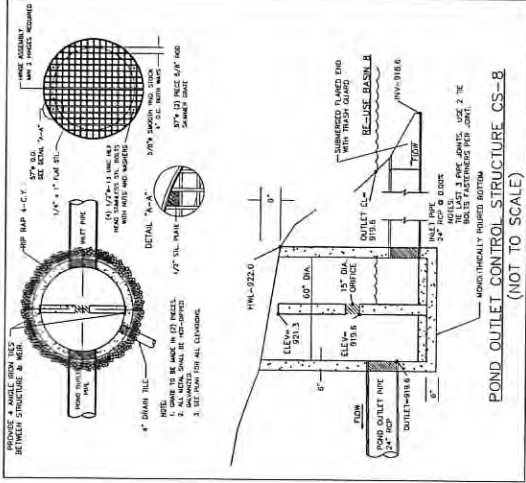
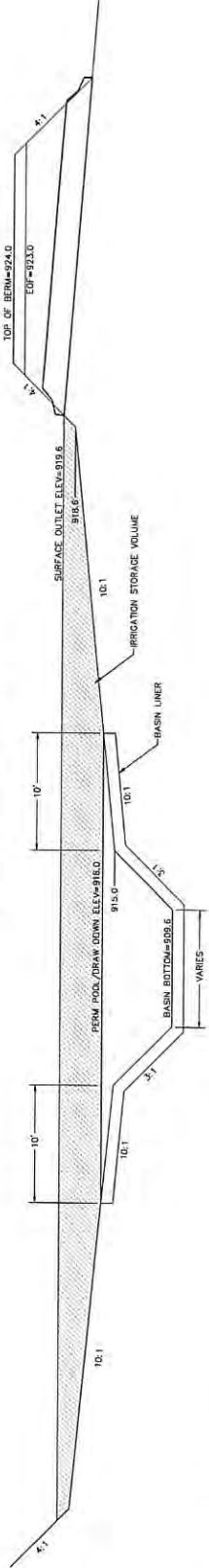
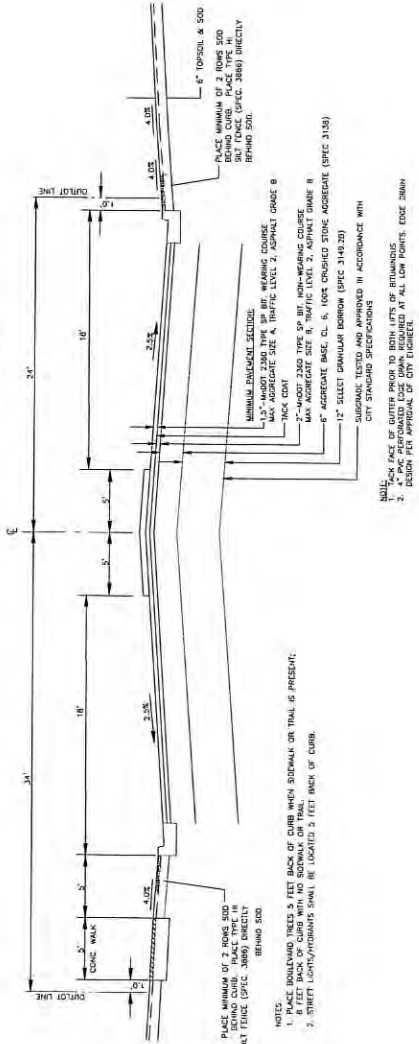
STREET A

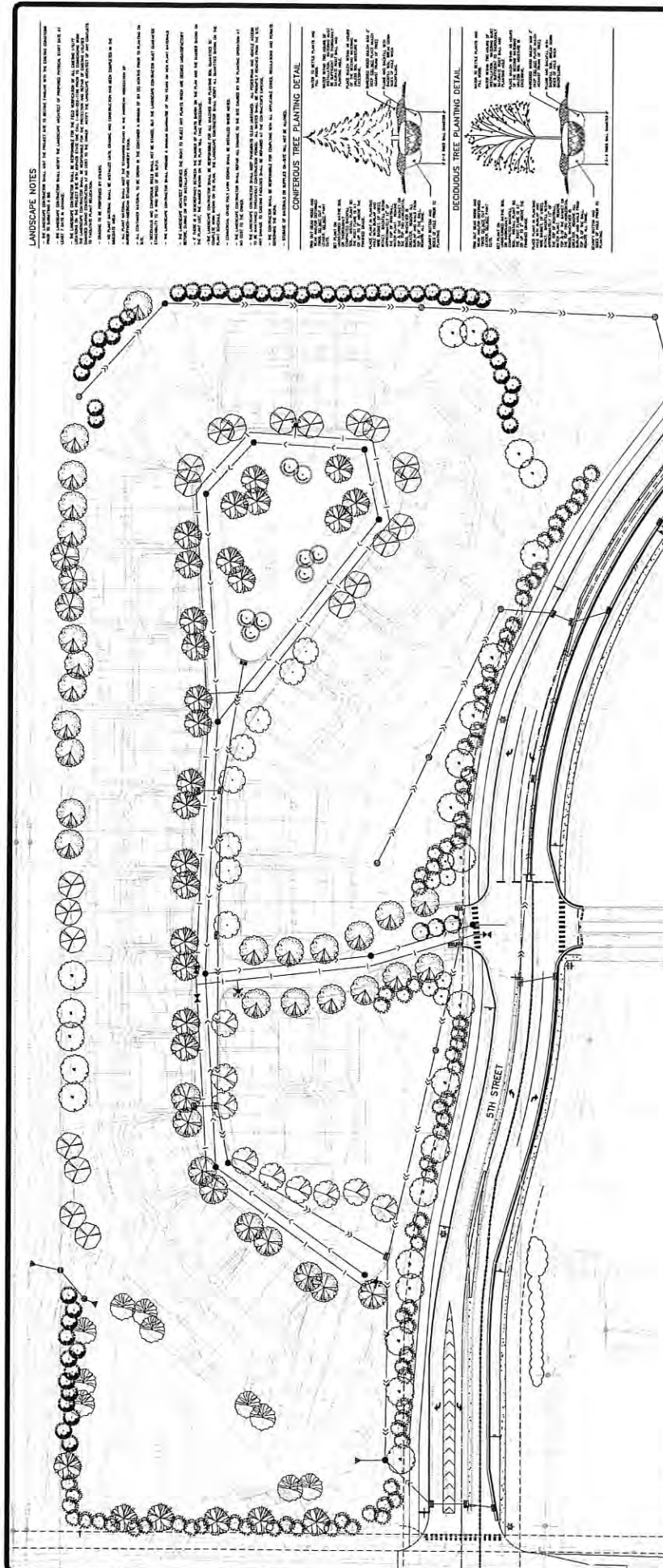














TYPICAL 28' PRIVATE STREET



PRIVATE STREET ENTRANCE





PLANT SCHEDULE				
4" x 6"	COMMON NAME / Scientific Name	NUMBER BELLS	ROOT	QUANTITY INSTRUCTIONS
	NORWOOD RED MAPLE / <i>Acer rubrum</i> 'Norwood'		2.5" DIA	24
	AUTUMN BLAZE MAPLE / <i>Acer x freemanii</i> 'Jefferson'		2.5" DIA	12
	RIVER BIRCH / <i>Betula nigra</i> 'Jeffrage'		1 1/2" DIA	24
	COMMON HUCKBERRY / <i>Celtis occidentalis</i>		2.5" DIA	8
	HONEYLOCUST / <i>Robinia pseudoacacia</i> var. <i>acuminata</i>		2.5" DIA	21
	NORTHERN RED OAK / <i>Quercus rubra</i>		2.5" DIA	28
	SERVICEBERRY / <i>Viburnum acerifolium</i> 'Savitzky'		2.5" DIA	9
	HONEY SWEET WILLOW / <i>Salix alba</i> 'Trinity'		3" DIA	10
	EXPANDED BELLS			
	BLACK HILLS SPRUCE / <i>Picea canadensis</i>		8" DIA	86
	EASTERN WHITE PINE / <i>Pinus strobus</i>		6" DIA	53
	AUSTRIAN PINE / <i>Pinus nigra</i>		6" DIA	6
	SILVER BIRCH / <i>Betula pendula</i>		2 1/2" DIA	24
	SPERMATOPHYTES			

DATE: July 7, 2015
REGULAR
ITEM # 16

AGENDA ITEM: Verizon Wireless Request to Enter Into Lease Agreements

SUBMITTED BY: Kyle Klatt, Community Development Director

THROUGH: Dean Zuleger, City Administrator

REVIEWED BY: Garret Lysiak, OWL Engineering and Test Labs
Nick Johnson, City Planner

SUGGESTED ORDER OF BUSINESS:

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

POLICY RECCOMENDER: Staff is recommending that the City Council authorize Staff to negotiate potential lease agreements with Verizon Wireless to locate a new wireless communications antenna on the Ideal Avenue water tower and to build a new stand-alone telecommunications tower on the Langley Court water tower site.

FISCAL IMPACT: TBD – The proposed lease agreements will generate revenue for the City; the water tower lease is expected to generate between \$20,000 to \$30,000 per year. With a stand-alone tower location, the City could either lease the land to a tower company or take ownership of the tower and lease space for multiple antennae on the tower. The total value of this type of lease arrangement has yet to be determined.

SUMMARY AND ACTION REQUESTED: The City Council is being asked to consider a request from TechScape Wireless, on behalf of Verizon Wireless Communication, to engage in lease negotiations with the City for the following:

- To lease space on the City's Ideal Avenue water tower to install a new telecommunications antenna array on the tower. The request also includes the ability to

lease space on the ground adjacent to the water tower for equipment accessory to the antenna.

- To lease property on the site of the Langley Court water tower site to build a new stand-alone telecommunications tower and related equipment building. Verizon would use said tower for a new antenna array.

If the Council agrees to pursue the requested lease agreements, Verizon would likely begin the planning and zoning application process for each site. In this case, the antenna that would be located on the Ideal Avenue water tower could be processed administratively while the new tower on the Langley Court site would need to be reviewed as a Conditional Use Permit.

The suggested motion to take action on the Verizon request is as follows:

“Move to adopt authorize Staff to negotiate lease agreements with Verizon Wireless Communications for the Ideal Avenue and Langely Court water tower sites”

LEGISLATIVE HISTORY/PLANNING COMMISSION REPORT: The Lake Elmo Wireless Communications Tower Ordinance, which was adopted in 2009, establishes a priority level for the consideration of new facility requests. At the top of this list is the placement of antennae on existing buildings and structures. Consistent with the ordinance, Verizon Wireless has been seeking locations for new antennae in Lake Elmo, and was directed to the City’s existing water towers to confirm the suitability of these sites to provide coverage within the City. Both the Ideal Avenue and Langley Court water tower sites have been found to work for Verizon; however, the Langely Court water tower does not have any additional capacity to accommodate another wireless communications array (there are currently three providers already on this tower).

Due to the lack of capacity on this site, Verizon has been looking for another location within the Village Area that can accommodate its equipment. After reviewing public sites within the Village with Staff, Verizon is asking that the City consider leasing space on the Langely Court site to build a new antenna that can accommodate its equipment and additional carriers in the future. This new communications tower would be separate from the water tower, and is proposed to be 100 feet in height (which is very close to the height of the water tower).

Should the Council authorize Staff to negotiate with Verizon on the Langely Court site, Staff will be pursuing an option that would give the City ownership of the tower and the ability to lease to additional carriers in the future. Under this scenario, a taller tower could be constructed on the site that could accommodate the existing carriers that are presently located on the water tower. This action would avoid a potential loss of lease revenue in the future once the water tower is removed, and would also help avoid potential future requests for new antenna or tower sites within the Village.

The City has asked its wireless communications consultant, Garret Lysiak of OWL Engineering, to attend the Council meeting and to address and questions concerning Verizon's request. In addition, TechScape Wireless will have its representatives available to answer questions as well.

BACKGROUND INFORMATION (SWOT):

- | | |
|----------------------|---|
| Strengths | <ul style="list-style-type: none">• The proposed lease agreements will generate additional revenue for the City and utilize existing public land.• By using City land, the applicant will not pursue private sites around the Ideal Avenue and Village areas.• The use of public sites is consistent with the recently amended wireless communications ordinance. |
| Weaknesses | <ul style="list-style-type: none">• The Langely Court water tower site is located within a single family area. |
| Opportunities | <ul style="list-style-type: none">• The additional antennae will help improve wireless coverage for Verizon customers in Lake Elmo |
| Threats | <ul style="list-style-type: none">• If the City does not pursue leases on public property, Verizon will be seeking private sites to accommodate its facilities. |

RECOMMENDATION: Based upon the above background information, it is recommended that the City Council authorize Staff to negotiate potential lease agreements with Verizon Wireless to locate a new wireless communications antenna on the Ideal Avenue water tower and to build a new stand-alone telecommunications tower on the Langely Court water tower site by taking the following action / with the following motion:

“Move to adopt authorize Staff to negotiate lease agreements with Verizon Wireless Communications for the Ideal Avenue and Langely Court water tower sites”

ATTACHMENTS:

1. Request Letter – TechScape 6/18/15
 - a. Final Survey Dated 6/3/2015
 - b. Preliminary Construction Drawings Dated 6/18/2015
 - c. Lease Exhibit Dated 5/27/2015
 - d. Site Sketch Dated 2/10/2015
 - e. Verizon Lease Agreement Template
2. Request Letter – TechScape 6/18/15
 - a. Final Survey Dated 6/15/2015
 - b. Lease Exhibit Dated 6/9/2015
 - c. Site Sketch Dated 4/23/2015
 - d. Preliminary Construction Drawings Dated 6/4/2015
 - e. Verizon Lease Agreement Template
 - f. Limited Waiver of Use Restriction and Consent to Lease



June 18, 2015
Kyle Klatt, Planning Director
City of Lake Elmo
3800 Laverne Ave N
Lake Elmo, MN 5504

Re: Verizon Wireless Request to Lease City Property
Proposed Monopole Tower
Site Address: 3303 Langly Court North, Lake Elmo MN
Verizon Site: MIN TICKLE

Dear Mr. Klatt,

Please accept this letter as an official request on behalf of Verizon Wireless to enter into a Lease Agreement with the City of Lake Elmo to install wireless antennas and associated ground equipment at the above referenced property.

The City has been provided with the following documentation in order to review this request:

- Verizon Lease Agreement Template
- Preliminary Construction Drawings Dated 6-18-2015
- Lease Exhibit Dated 5-27-2015
- Site Sketch Dated 2-10-2015
- Final Survey Dated 6-3-2015

We have been in contact with City staff over the last six months. On 9 February 2015 Verizon performed a site walk with City staff to determine equipment configuration and overall construction feasibility of the proposed site.

At this time, we request inclusion on the 7 July 2015 City Council agenda in order to obtain official approval from the City to engage in lease negotiations.

My firm, representing KGI and Verizon Wireless, will continue to be your point-of-contact throughout this process and we look forward to working with the City.

Very sincerely,

Karyn O'Brien, President
kobrien@techscapewireless.com
952.288.8130

SHEET 1 OF 2 SHEETS

SITE NAME:
MINC TICKLE

[illegible]

REVISIONS

SIGNATURE:  SHAWN

FULL SCALE ON 22"X34"
HALF SCALE ON 11"X17"



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WIDSETH SMITH NOLTING
Engineering | Architecture | Surveying | Environmental

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Certificate of Title No. 10707 and Deed Instrument Number 17153 legal description is as follows:

Certificate of Title No. 10707 and Deed Instrument Number 17153 legal description is as follows:

The East One Hundred Ninety-four and Sixty-five One Hundredth (194.65) feet of Lot Six (6), Block Two (2), Lake Elmo Park, as surveyed and platted and now on file and of record in the Office of the Registrar of Deeds of Washington County, Minnesota.

SCHEDULE "B" EXHIBITS: (per U.S. Title Solutions File No. 50772-MN-503-5030, effective date 4/1/15.)

t-6. Not related to the survey.

7.) Regulating and Measuring Station Easement by City of Lake Elmo to Northern States Power Company, a Minnesota Corporation, d/b/a Xcel Energy, dated 12/20/2005 recorded in U.S. Circuit Court, Southern District of New York.

This statement does affect the surveyed area and is by shown in the survey.

A) Map - Lake Elmo Park recorded 3/8/1911 in book 109 page 227.

The plot of LAKE ELMO PARK is as shown on the survey.

u.) Memorandum of Agreement between the City of Lake Elmo, a Minnesota municipal corporation and APT Minneapolis, Inc., a Delaware corporation dated 3/21/2000 recorded 3/29/2005 in Instrument No. 155667.

This Memorandum of Agreement describes a lease over part of the property described above. No specific lease areas or easements were described in the document and this document is shown on the survey.

That part of Lot 6, Block 2, LAKE ELMO PARK, according to the recorded plat thereof, Washington County, Minnesota, described as follows:

Commencing at the northwest corner of Lot 3, said Block 2; thence South 0 degrees 18 minutes 38 seconds West 39 feet to said Lot 6; a distance of 75.52 feet; thence North 88 degrees 41 minutes 22 seconds West 33 feet to the Point of Beginning at the land space to be described; thence North 90 degrees 00 seconds East a distance of 20.00 feet; thence North 0 degrees 00 minutes 00 seconds East a distance of 50.00 feet; thence South 90 degrees 00 minutes 00 seconds East a distance of 20.00 feet; thence South 0 degrees 00 minutes 00 seconds West a distance of 50.00 feet to the Point of Beginning.

A 12.00 foot wide right of way for ingress, egress and utility purposes over, under and across Lot 6, Block 2, LAKE CLMO PARK, according to the recorded plat thereof, Washington County, Minnesota, the centerline of said right of way is described as follows:

Commencing at the northwest corner of Lot 3, said Block 2; thence South 0 degrees 18 minutes 38 seconds East along the East line of said Lot 6, a distance of 7.52 feet; thence North 89 minutes 22 seconds West, a distance of 5.48 feet; thence South 0 degrees 00 minutes 00 seconds West, a distance of 6.00 feet to the Point of Beginning of the centerline to the northeast corner of Lot 3, said Block 2; thence North 0 degrees 00 minutes 00 seconds West, a distance of 26.00 feet; thence North 0 degrees 00 minutes 00 seconds East, a distance of 26.00 feet to the northeast corner of Lot 3, said Block 2; thence North 0 degrees 00 minutes 00 seconds East, a distance of 47.00 feet; and said centerline there terminating.

A 30.00 foot wide right of way for ingress, egress and utility purposes over, under and across said Lot 6, Block 2, LAKE ELMO PARK and Tract D, E and F, Registered Land Survey Number 85, according to the recorded plat thereof said Washington County, the centerline of said right of way is described as follows:

Beginning at the previously described Point, "A": thence North 90 degrees 00 minutes 00 seconds West, a distance of 53.57 feet; thence North 0 degrees 00 minutes 00 seconds East, a distance of 48.95 feet; thence North 8 degrees 11 minutes 44 seconds West, a distance of 52.68 feet; thence North 34 degrees 38 minutes 28 seconds West, a distance of 76.14 feet; thence North 72 degrees 36 minutes 12 seconds West, a distance of 240.22 feet to a point hereinafter referred to as Point "B"; thence North 10 degrees 12 minutes 36 seconds West, a distance of 12.75 feet to the southeasterly right of way line at 33rd Street North and said centerline there terminating.

The sidelines of said right of way shall be shortened or lengthened to terminate at said southeasterly right of way line of 33rd Street North.

A 30.00 foot wide right of way for ingress, egress and utility purposes over, under and across said Tracts D and E, the centerline of said right of way is described as follows:

Beginning at the previously described Point "B" : thence North 5 degrees 10 minutes 48 seconds East, a distance of 13.83 feet to said southeasterly right of way line of 35rd Street North and said centerline there terminating.

The sidelines of said right of way shall be shortened or lengthened to terminate at said southeasterly right of way line of 33rd Street North.

A 10.00 foot wide right of way for ingress, egress and utility purposes over, under and across Lot 5, Block 2, LAKE ELMO PARK, according to the recorded plat thereof, Washington County, Minnesota, the centerline of said right of way is described as follows:

Commencing at the northwest corner of Lot 3, said Block 2; thence South 0 degrees 18 minutes 38 seconds West along the East line of a lot 6, a distance of 7.52 feet; thence North 89 degrees 41 minutes 22 seconds East, a distance of 3.48 feet; thence South 0 degrees 00 minutes 00 seconds West, a distance of 6.00 feet; thence North 30 degrees 00 minutes 00 seconds East, a distance of 20.00 feet; thence North 0 degrees 00 minutes 00 seconds East, a distance of 9.00 feet; thence North 30 degrees 00 minutes 00 seconds East, a distance of 3.38 feet to the Point of Beginning of the centerline to be described; thence South 11 degrees 00 minutes 29 seconds West, a distance of 82.00 feet and said centerline there terminating.

SITE SURVEY



LEGEND

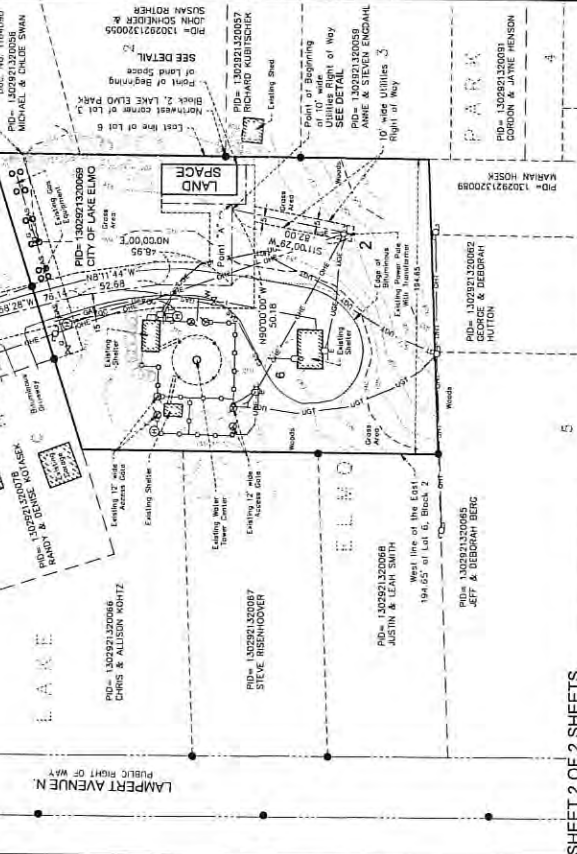
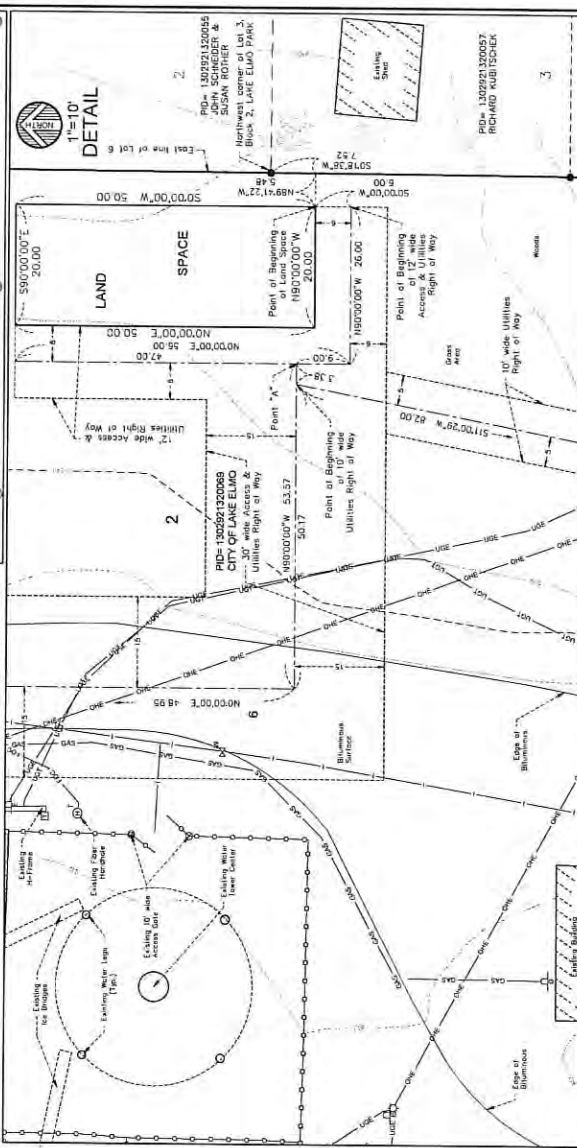
ELEC LIGHT POLE	SECTION LINE
GAS VALVE	QUARTER LINE
HYDRANT	PROPERTY LINE
GUY ANCHOR	UNDERGROUND PIER
SIGN POLE	UNDERGROUND ELEC
ELEC METER	UNDERGROUND GAS
TELE PEDESTAL	WATER MAIN
FIBER TELE HANDHOLE	EDGE OF WOODS
TREE DECIDUOUS	PENETRATION RAILROAD
SHRUB	CONCRETE SURFACE
GAS METER	BUILDING WALL HATCH
GATE POST	GRAVEL SURFACE
MAILBOX	
GUY POLE	
AC UNIT	



SCALE (IN FEET)
0 10 20 30 40 50 60 70 80 90 100

SURVEYOR NOTES:

- 1) UTILITIES are per observed evidence and from markings per CDMPER STATE ONE CALL ticket No. 15860502, dated March 27, 2014.
- 2) The Proposed Land Space is within the area described herein. A portion of the Access Easement is shown in the Property Description contained herein.



DESIGN 1

SHEET 2 OF 2 SHEETS

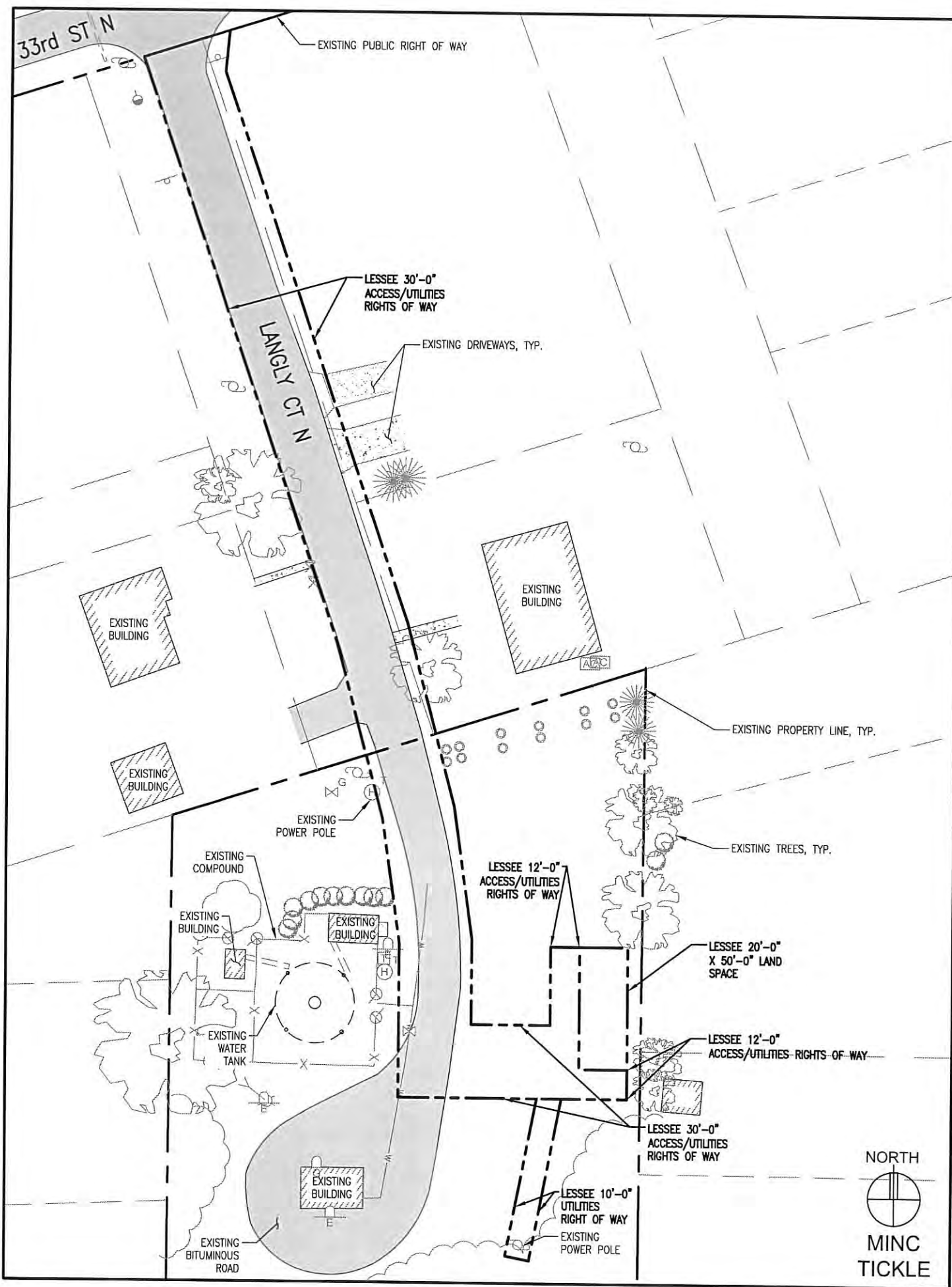
SITE NAME:
MINC TICKLE
Washington County, MN

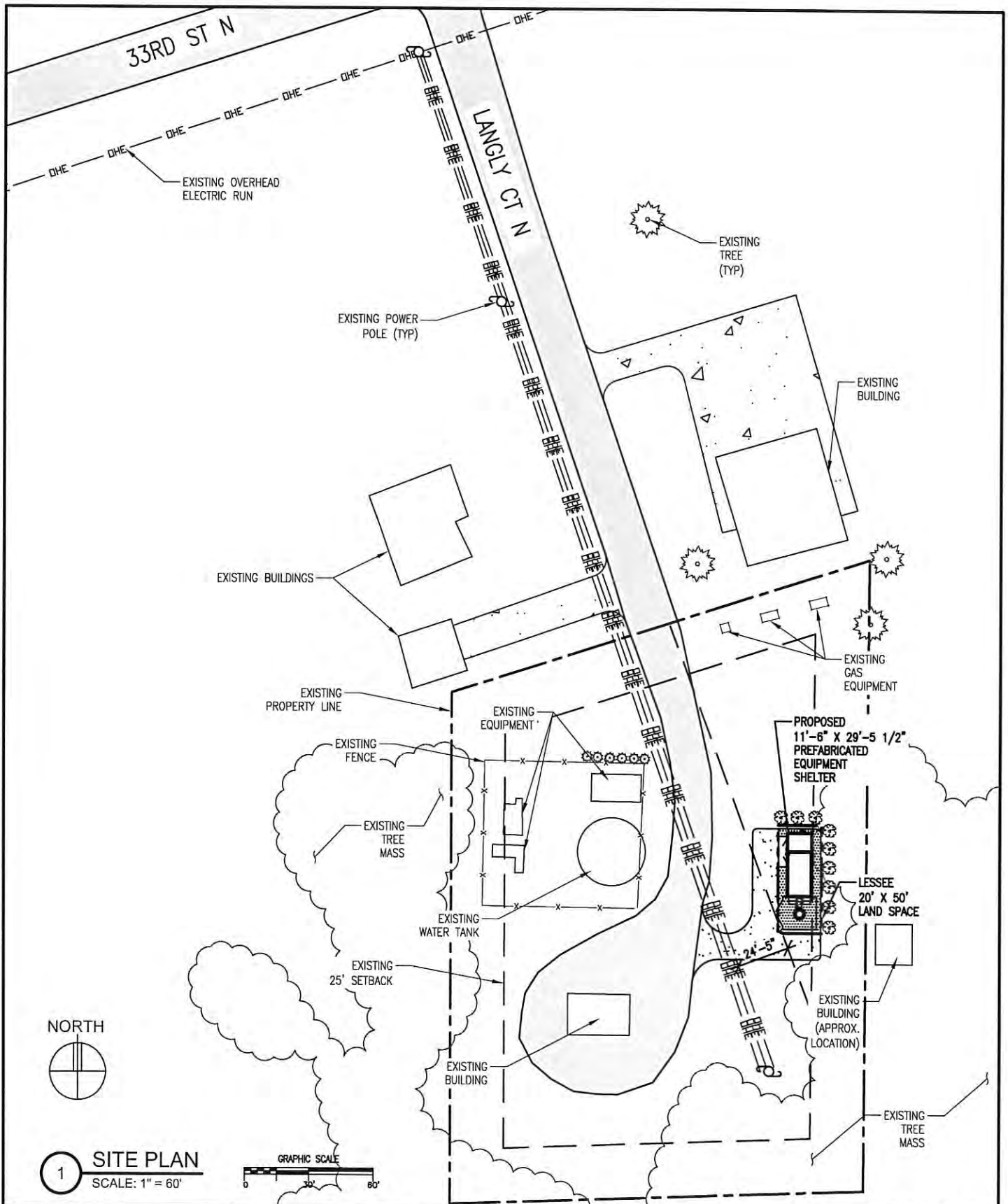
WIDETH SMITH NOLTING
Engineering | Architecture | Surveying | Environmental

No.	Date	Revisions	Checked By	Drawn By	Field Work
1	4/2/15		JMS/STK	JMS/STK	

PROJECT: 1302921320057
CLIENT: RICHARD KUBISCHER

SIGNATURE: *W. Smith*
DATE: 4/2/15





DESIGN 1

9973 VALLEY VIEW ROAD
EDEN PRAIRIE, MN 55344
(952) 903-9299

ROBERT J. DAVIS, AIA
ARCHITECT

**VERIZON
WIRELESS**

10801 BUSH LAKE ROAD
BLOOMINGTON, MN 55438
(612) 720-0052

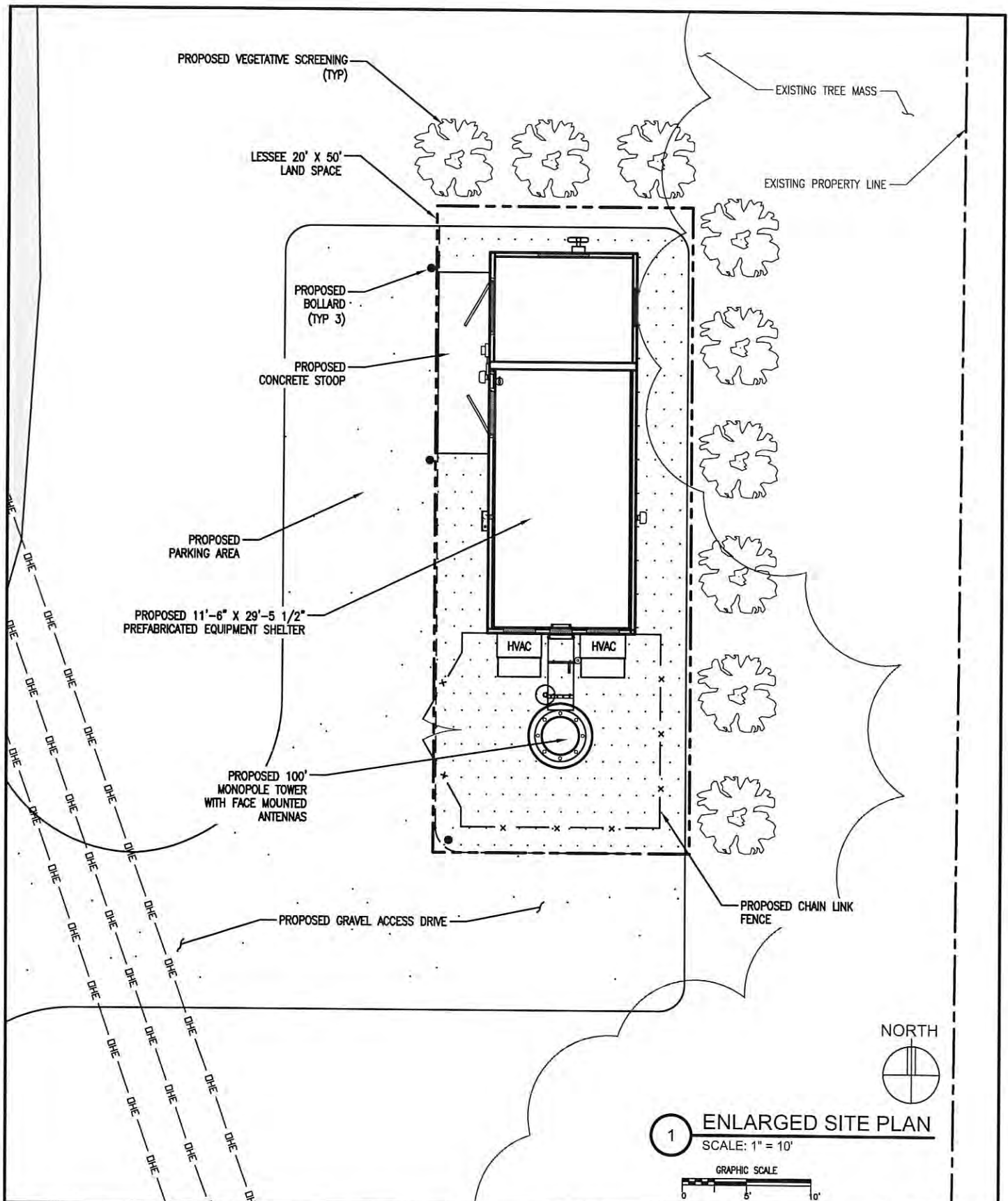
PROJECT: 20141122104

**MINC
TICKLE**

LANGLY COURT NORTH
LAKE ELMO, MN 55042

DRAWN BY: SJR
DATE: 02-10-15

SS



DESIGN 1

9973 VALLEY VIEW ROAD
EDEN PRAIRIE, MN 55344
(952) 903-9299

ROBERT J. DAVIS, AIA
ARCHITECT

**VERIZON
WIRELESS**

10801 BUSH LAKE ROAD
BLOOMINGTON, MN 55438
(612) 720-0052

PROJECT: 20141122104
**MINC
TICKLE**
LANGLEY COURT NORTH
LAKE ELMO, MN 55042

DRAWN BY: SJR
DATE: 02-10-15
SS

VERIZON WIRELESS

MINC TICKLE NEW BUILD

PROJECT INFORMATION

SITE NAME: MINC TICKLE
SITE ADDRESS: 3303 LANGLEY COURT N
LAKE ELMO, MN 55042
COUNTY: WASHINGTON
LATITUDE: N 44° 59' 48.81" (NAD83)
LONGITUDE: W 92° 52' 49.87" (NAD83)
DRAWING BASED ON: 03-15-15
SITE DATA FORM DATED: B
OCCUPANCY: V-B
BUILDING TYPE: 20' X 50' = 1000 S.F.
SITE AREA: LIVELOAD = 105 PSF
ROOF LOAD:

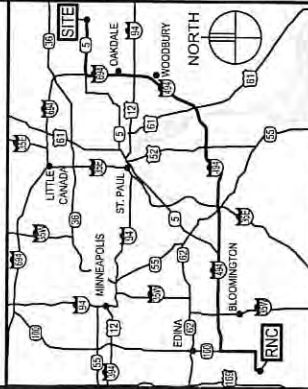
ISSUE SUMMARY

REV.	DESCRIPTION	SHEET OR DETAIL
A	ISSUED FOR REVIEW 04-25-15	ALL
B	ISSUED FOR PERMITTING 05-27-15	ALL
C	ISSUED FOR PERMITTING 06-18-15	ALL

SHEET INDEX

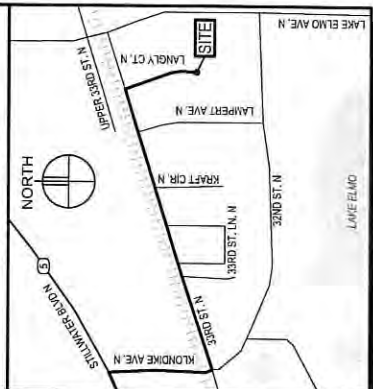
SHEET	SHEET DESCRIPTION
T-1	PROJECT INFORMATION, TOWER ELEVATION, AND SHEET INDEX
A-1	SITE PLAN, STANDARD DETAIL CHECKLIST
A-2	ENLARGED SITE PLAN
A-2.1	LANDSCAPE PLAN, AND DETAILS
A-3	ANTENNA AND COAX KEY, CABLE BRIDGE PLAN, NOTES
A-4	OUTLINE SPECIFICATIONS
G-1	GROUNDING SPECIFICATIONS
G-2	GROUNDING PLAN AND DETAILS
U-1	SITE UTILITY PLAN
	SURVEY

AREA MAP



DIRECTIONS FROM BLOOMINGTON RNC:
FROM NORTH BUSH LAKE ROAD, TURN RIGHT ONTO W 108TH ST W OLD SHAKOPEE RD
FOR 1.3 MILES, THEN TURN LEFT ONTO COUNTY RD 34/SHAKOPEE BLVD. AFTER 3.4
MILES, TURN LEFT ONTO LAKE ELMO RD. LAKE ELMO RD. IS A 1/2 MILE LONG
CONTINUE ON LAKE ELMO RD. FOR 1.5 MILES, THEN CONTINUE ONTO LAKE ELMO RD.
EXIT 55 FOR MN-5, TURN RIGHT ONTO MN-5 SOUTH ST N AND GO 1.7 MILES AT THE
TRAFFIC CIRCLE, TAKE THE 2ND RIGHT ONTO STILLWATER BLVD N. TURN RIGHT ONTO
KANDI AVE N. THEN TURN LEFT ONTO 33RD ST N. THEN A RIGHT ONTO LANGLEY CT
N. SITE WILL BE ON THE LEFT, OPPOSITE OF THE EXISTING WATER TANK.

VICINITY MAP



VERIZON WIRELESS DEPARTMENTAL APPROVALS

	NAME	DATE
RF ENGINEER	MIHAELA OXLEY	04-25-15
OPERATIONS MANAGER	RON SIMMONS	04-25-15
CONSTRUCTION ENGINEER	STEVE COLLIN	04-30-15

LESSOR / LICENSOR APPROVAL

SIGNATURE	PRINTED NAME	DATE
LESSOR / LICENSOR: PLEASE CHECK THE APPROPRIATE BOX BELOW		
<input type="checkbox"/> NO CHANGES <input type="checkbox"/> CHANGES NEEDED. SEE COMMENTS.		

CONTACTS

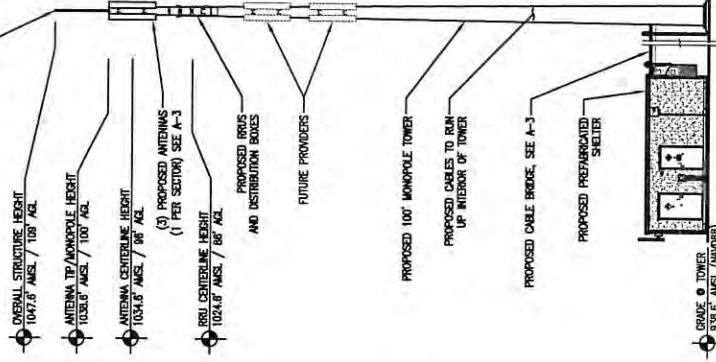
LESSOR / LICENSOR:	CITY OF LAKE ELMO 3800 LAVERNE AVE N LAKE ELMO, MN 55042 KYLE FLATT (651) 747-3911
LESSEE:	VERIZON WIRELESS 19801 BUSH LAKE ROAD LAKE ELMO, MN 55048 RON REITER (612) 725-0322
POWER UTILITY COMPANY CONTACT:	XCEL ENERGY 5101 CHESTNUT AVE MINNEAPOLIS, MN 55403 KELSEY LOOMIS (651) 776-3154
TELECOM UTILITY COMPANY CONTACT:	T.B.D.
ARCHITECT:	DESIGN 1 OF EDEN PRAIRIE, LLC. 9973 VALLEY VIEW ROAD EDEN PRAIRIE, MN 55344 (952) 903-9299
SURVEYOR:	WIDSETH SMITH NOLTING 610 FILLMORE STREET - PO BOX 1028 ALEXANDRIA, MN 56308-1028 326-762-8149
STRUCTURAL ENGINEER:	N/A
GEOTECHNICAL ENGINEER:	T.B.D.

TOWER ELEVATION

NOTE:
1) TOWER TO BE ERRECTED AND
INSTALLED IN ACCORDANCE WITH TOWER
MANUFACTURER'S DRAWINGS NOT
INCLUDED WITH THIS PACKAGE.
2) ALL STRUCTURAL, ELECTRICAL,
AND ARCHITECTURAL DRAWINGS TO BE
REPORTED TO VERIZON WIRELESS AND
THE ARCHITECT IMMEDIATELY.

3) TOWER FOUNDATION, SURFER
FOUNDATION AND THE ACCESS DRAVE TO
BE EXCAVATED AND CONSTRUCTED IN
ACCORDANCE WITH RECOMMENDATIONS AND
SPECIFICATIONS OF THE GEOTECHNICAL
ENGINEER. ALL RECOMMENDATIONS INCLUDED IN THIS
PACKAGE RECOMMENDATIONS. ALL RECOMMENDATIONS
REPORT AND THE OTHER DOCUMENTS TO VERIZON
WIRELESS AND THE ARCHITECT.

3) CONTRACTOR TO ENSURE TIP OF
ANTENNAS DO NOT EXCEED TOWER
HEIGHT.



1) WEST ELEVATION
SCALE: 1" = 20'

GRAPHIC SCALE

ROBERT J. DAVIS
ARCHITECT
12427

I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly registered Architect under the laws of the State of Minnesota.
ROBERT J. DAVIS, Reg. No. 12427

Robert J. Davis
SEAL
04-15-15
06-15-15

DESIGN 1
9973 VALLEY VIEW RD
EDEN PRAIRIE, MN 55344
(952) 903-9299
WWW.DESIGN1EP.COM

VERIZON WIRELESS
19801 BUSH LAKE ROAD
LAKE ELMO, MN 55048
(612) 725-0322

PROJECT
2014112104
LOC CODE #11292

MINC
TICKLE

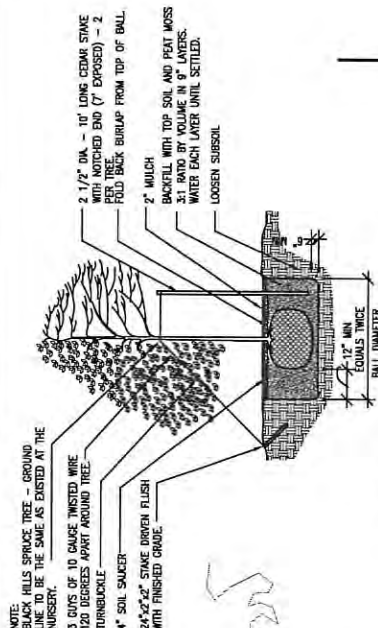
3303 LANGLEY COURT N
LAKE ELMO, MN 55042

SHEET CONTENTS:
CONTACTS
ISSUE SUMMARY
SHEET INDEX
DEPARTMENTAL APPROVALS
LESSOR APPROVAL
SURVEYOR APPROVAL
AREA & VICINITY MAPS
GENERAL NOTES

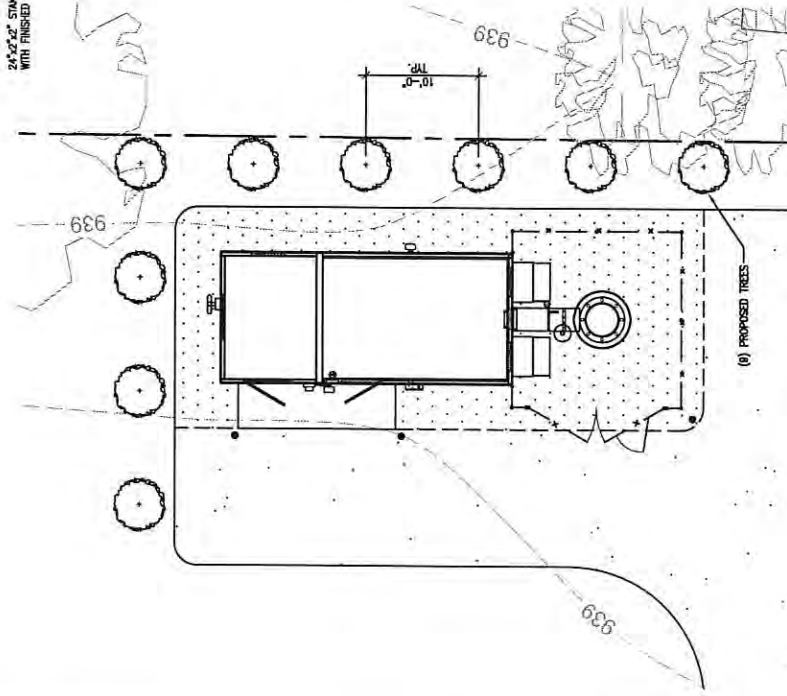
DRAWN BY: DJS
DATE: 04-25-15
CHECKED BY: COB
REV. A: 04-26-15
REV. B: 05-27-15
REV. C: 06-18-15

T-1


[illegible]

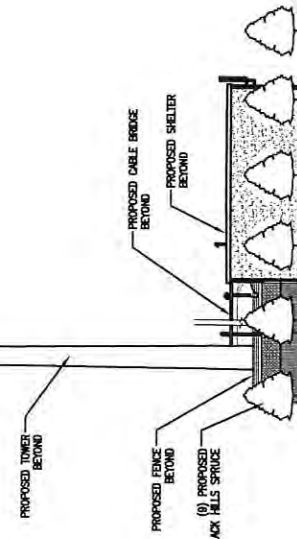


3 TREE DETAIL
SCALE: 1/8" = 1'-0"



2 LANDSCAPING PLAN
SCALE: 3/32" = 1'-0"

LANDSCAPE KEY				
SYMBOL	QTY.	COMMON NAME	BOTANICAL NAME	MATURE SIZE
	9	BLACK HILLS SPRUCE	PICEA GLAUCA 'DENSATA'	H: 20'-25' W: 10'-12'



1 EAST ELEVATION
SCALE: 1/16" = 1'-0"

I hereby certify that this plan, specification and/or schedule was prepared by me or under my direct supervision and that I am a duly registered Professional Engineer in the State of Minnesota.

ROBERT J. DAVIS, P.E., No. 12427

Robert J. Davis

Signature: _____
Date: _____

DESIGN

1873 VALLEY VIEW RD.
EDEN PRAIRIE, MN 55344
(952) 855-5550
WWW.DESIGNKEY.COM

VERIZON WIRELESS

18801 BUSH LAKE ROAD
BLOOMINGTON, MN 55425
(612) 754-0652

PROJECT

20141122104
LOC. CODE 431232

MINC

TICKLE

3303 LANGLY COURT N
LAKE ELMO, MN 55042

SHEET CONTENTS:

COAX, ANTENNA & TTA KEY
CABLE BRIDGE PLAN
ANTENNA MOUNTING DETAIL

DRAWN BY: DJS
DATE: 04-23-15
CHECKED BY: GCB
REV. A: 04-28-15
REV. B: 05-27-15
REV. C: 06-18-15

A-3

3 SITE PHOTO

SCALE: LOOKING EAST AT SITE

6 ANTENNA MOUNTING DETAIL

SCALE: 3/16" = 1'-0"

5 RRU MOUNTING DETAIL

SCALE: 3/16" = 1'-0"

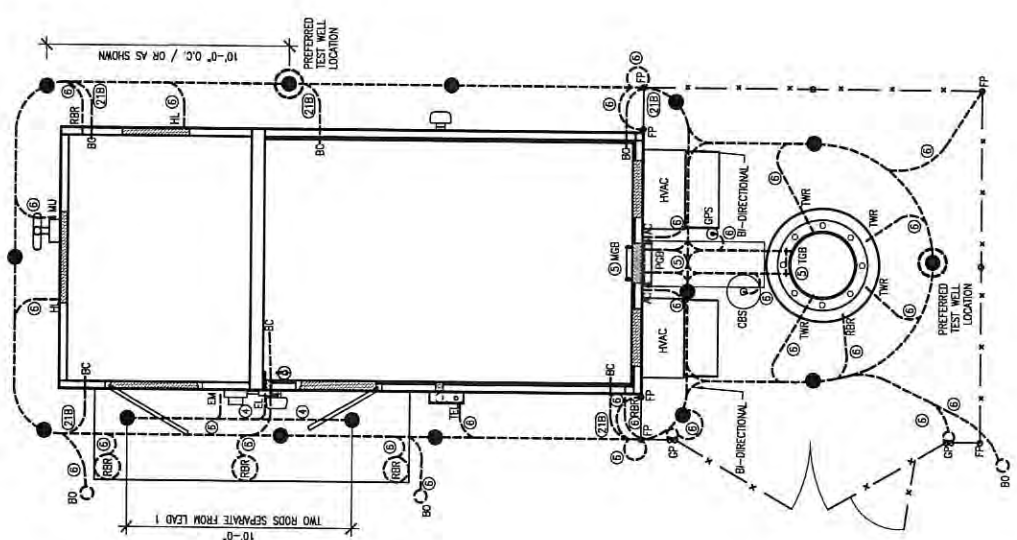
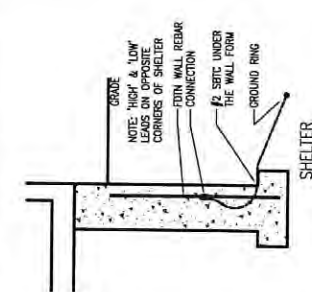
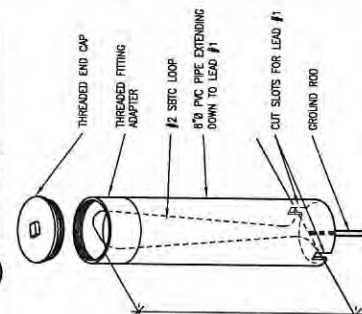
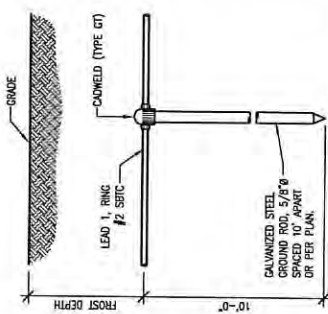
4 CABLE BRIDGE PLAN

SCALE: 1/4" = 1'-0"

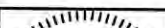
2 ANTENNA KEY

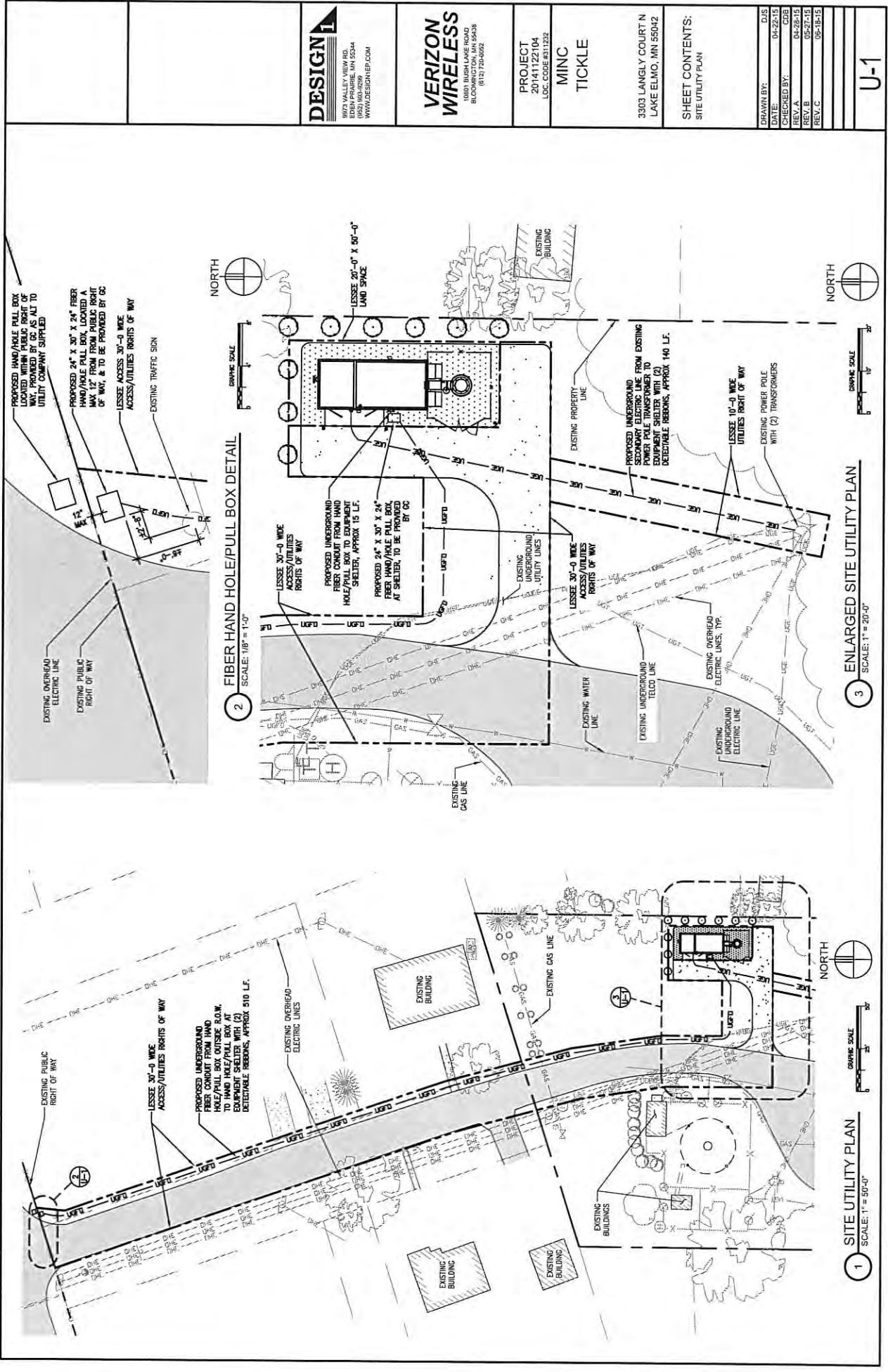
SCALE: NONE

EXISTING ANTENNA KEY		EXISTING COAX KEY	
QTY.	COAX TYPE	MANUFACTURER	MODEL
1	RRU	ERICSSON	RRUS12 B2
1	RRU	ERICSSON	RRUSB13
1	RRU	ERICSSON	RRUSB5
1	RRU	ERICSSON	RRUS12 B4
1	RRU	ERICSSON	RRUS12 B2
1	RRU	ERICSSON	RRUSB13
1	RRU	ERICSSON	RRUSB5
1	RRU	ERICSSON	RRUS12 B4
1	RRU	ERICSSON	RRUS12 B2
1	RRU	ERICSSON	RRUSB13
1	RRU	ERICSSON	RRUSB5
1	RRU	ERICSSON	RRUS12 B4
1	RRU	ERICSSON	RRUS12 B2
1	RRU	ERICSSON	RRUSB13
1	RRU	ERICSSON	RRUSB5
1	RRU	ERICSSON	RRUS12 B4
1	RRU	ERICSSON	RRUS12 B2
1	RRU	ERICSSON	RRUSB13
1	RRU	ERICSSON	RRUSB5
1	RRU	ERICSSON	RRUS12 B4
1	RRU	ERICSSON	RRUS12 B2
1	RRU	ERICSSON	RRUSB13
1	RRU	ERICSSON	RRUSB5
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1	RRU	ERICSSON	RRUSB5
1	RRU	ERICSSON	RRUS12 B4
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1	RRU	ERICSSON	RRUSB13
1	RRU	ERICSSON	RRUSB5
1	RRU	ERICSSON	RRUS12 B4



NOTE: CONTRACTOR SHALL ENSURE THAT EACH WHIP IS ROUTED TO LEAD 1 BY THE SHORTEST PATH, AND BENDS SHALL NOT BE LESS THAN 12" RADIUS

 <p>I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly registered Architect under the laws of the State of Minnesota. ROBERT J. DAVIS, Reg. No. 12427</p> <p><i>Robert J. Davis</i> Signature Date: _____</p>	<p>DESIGN</p> <p>8971 VALLEY VIEW RD. EDEN PRAIRIE, MN 55434 TEL: 952-935-3333 WWW.DESIGNER.COM</p>	<p>VERIZON WIRELESS</p> <p>10001 BUSH LAKE ROAD BLOOMINGTON, MN 55438 (612) 726-2623</p>	<p>PROJECT 20141122104 LOC. CODE #31122</p> <p>MINC TINC</p>	<p>3303 LANGLEY COURT N LAKE ELMO, MN 55042</p>	<p>SHEET CONTENTS: GROUNDING PLAN GROUNDING DETAILS</p>	<p>DRAWN BY: DJS DATE: 04-22-15 CHECKED BY: CDB REV A: 04-28-15 REV B: 05-27-15 REV C: 06-18-15</p>	<p>G-2</p>
---	---	---	---	--	--	--	-------------------



DESIGN
 1000 BUSH LAKE ROAD
 BLOOMINGTON, IN 47403
 (317) 846-9299
 WWW.DESIGN1.COM

VERIZON WIRELESS
 1000 BUSH LAKE ROAD
 BLOOMINGTON, IN 47403
 (317) 720-0092

PROJECT
 20141122104
 LOC: 03263311232

MINC TICKLE

3303 LANGLEY COURT N
 LAKE ELMO, MN 55042

SHEET CONTENTS:
 SITE UTILITY PLAN

DRAWN BY:	DJS
DATE:	01-22-15
CHECKED BY:	COB
REV. A:	04-28-15
REV. B:	05-27-15
REV. C:	06-18-15

U-1

SITE SURVEY

PROPERTY DESCRIPTION: (per U.S. Title Solutions File No. 50772-MH1503-5030, effective date 3/11/15.)

Certificate of Title No. 10707 and Deed Instrument Number 17153 legal description is as follows:

The East One Hundred Ninety-four and Sixty-five One Hundredthins (194.65) feet of Lot Six (6), Block Two (2), Lake Elmo Park, as surveyed and platted and now on file and of record in the Office of the Register of Deeds of Washington County, Minnesota;

SCHEDULE "B" EXHIBITS: (per U.S. Title Solutions, File No. 50772-MN1503-5030, effective date 3/11/15.)

1-6.) Not related to the survey.

7.) Regulating and Measuring Station Easement by City of Lake Elmo to Northern States Power Company, a Minnesota Corporation, d/b/a Xcel Energy, dated 12/20/2005 recorded

This movement does affect the surveyed area and is as shown on the survey.

5.) Map - Lake Elmo Park recorded 3/6/1911 in book 109 page 227.

The plot of LAKE ELMO PARK is as shown on the survey.

b.) Memorandum of Agreement between The City of Lake Elmo, a Minnesota municipal corporation and APT Minneapolis, Inc., a Delaware corporation dated 3/21/2000 recorded 3/29/2003 in Instrument No. 1155667.

This Memorandum of Agreement describes a lease over part of the property described above. No specific lease areas or easements were described in the document and this document is not shown on the survey.

LAND SPACE DESCRIPTION:

That part of Lot 6, Block 2, LAKE ELMO PARK, according to the recorded plat thereof, Washington County, Minnesota, described as follows:

Commencing at the northwest corner of Lot 3, said Block 2; thence South 0 degrees 18 minutes 36 seconds West along the East line of said Lot 3, a distance of 7.52 feet; thence North 89 degrees 41 minutes 22 seconds West, a distance of 5.48 feet to the Point of Beginning of the land space to be described; thence North 30 degrees 00 minutes 00 seconds West, a distance of 20.00 feet; thence North 0 degrees 00 minutes 00 seconds East, a distance of 50.00 feet; thence South 90 degrees 00 minutes 00 seconds East, a distance of 30.00 feet; thence South 0 degrees 00 minutes 00 seconds West, a distance of 50.00 feet to the Point of Beginning.

ACCESS & UTILITIES RIGHTS OF WAY DESCRIPTION:

A 12.00 foot wide right of way for ingress, egress and utility purposes over, under and across Lot 5, Block 2, LAKE ELMO PARK, according to the recorded plat thereof, Washington County, Minnesota, the centerline of said right of way is described as follows:

Commencing at the northwest corner of Lot 3, said Block 2; thence South 0 degrees 18 minutes 36 seconds East, a distance of 47.00 feet; thence North 89 degrees 41 minutes 29 seconds West, a distance of 7.52 feet; thence North 89 degrees 41 minutes 29 seconds West, a distance of 3.00 feet to the Point of Beginning; thence North 90 degrees 00 minutes 00 seconds East, a distance of 26.00 feet; thence North 0 degrees 00 minutes 00 seconds East, a distance of 9.00 feet to a point hereinafter referred to as Point "A"; thence continue North 0 degrees 00 minutes 00 seconds East, a distance of 47.00 feet and said centerline there terminating.

TOGETHER WITH

A 30.00 foot wide right of way for ingress, egress and utility purposes over, under and across said lot at 6, Block 2, LAKE ELMO PARK and Tracts D, E and F, Registered Land Survey Number 95, according to the recorded plats thereof said Washington County, the centerline of said right of way described as follows:

Beginning of the previously described Point "a": hence North 90 degrees 00 minutes 00 seconds, West, a distance of 33.57 feet; hence North 0 degrees 00 minutes 00 seconds East, a distance of 48.95 feet; hence North 8 degrees 44 seconds, West, a distance of 52.22 feet; hence North 1 degrees 58 minutes 30 seconds, West, a distance of 76.14 feet; hence North 15 degrees 58 minutes 30 seconds, West, a distance of 240.02 feet to a point hereinafter referred to as Point "b". Hence continue the survey along the line between the sections said, a distance of 13.75 feet to the southeasterly right of way line of 33rd Street, North and said centerline there terminating.

the sidelines of said right of way shall be shortened or lengthened to terminate at said

TOGETHER WITH

± 30.00 feet wide right of way for ingress, egress and utility purposes over, under and across said parcels D and E, the centreline of said right of way is described as follows:

Beginning at the previously described Point "B"; thence North 5 degrees 10 minutes 48 seconds East, a distance of 13.83 feet to and southeasterly right of way line of 33rd Street; thence South 67 degrees 19 minutes 12 seconds West, a distance of 10.00 feet to the intersection of said street with the centerline of the highway.

The sidelines of said right of way shall be shortened or lengthened to terminate at said intersection of said right of way line at 3rd Street North.

UTILITIES RIGHT OF WAY DESCRIPTIONS.

10.00 foot wide right of way for ingress, egress and utility purposes over, under and across Lot 2, Block 2, LAKE ELMO PARK, according to the recorded plat thereof, Washington County, Minnesota, the centerline of said right of way is described as follows:

Commencing at the northwest corner of Lot 3, said Block 2; thence South 0 degrees 18 minutes 39 seconds West along the East line of said Lot 6, a distance of 7.57 feet; thence North 88 degrees 00 minutes 36 seconds West, a distance of 3.18 feet; thence South 2 degrees 00 minutes 00 seconds West, a distance of 26.03 feet; thence North 0 degrees 00 minutes 00 seconds West, a distance of 76.03 feet; thence North 0 degrees 00 minutes 00 seconds West, a distance of 9.00 feet; thence North 90 degrees 00 minutes 00 seconds West, a distance of 3.35 feet to the Point of Beginning of the centerline to be described; thence South 13 degrees 00 minutes 25 seconds West, a distance of 82.00 feet and said centerline here terminating.

SHEET 1 OF 2 SHEETS

DESIGN 1

SITE NAME:
MINC TICKLE

[illegible]

HEREBY CERTIFY THAT THIS DOCUMENT 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.

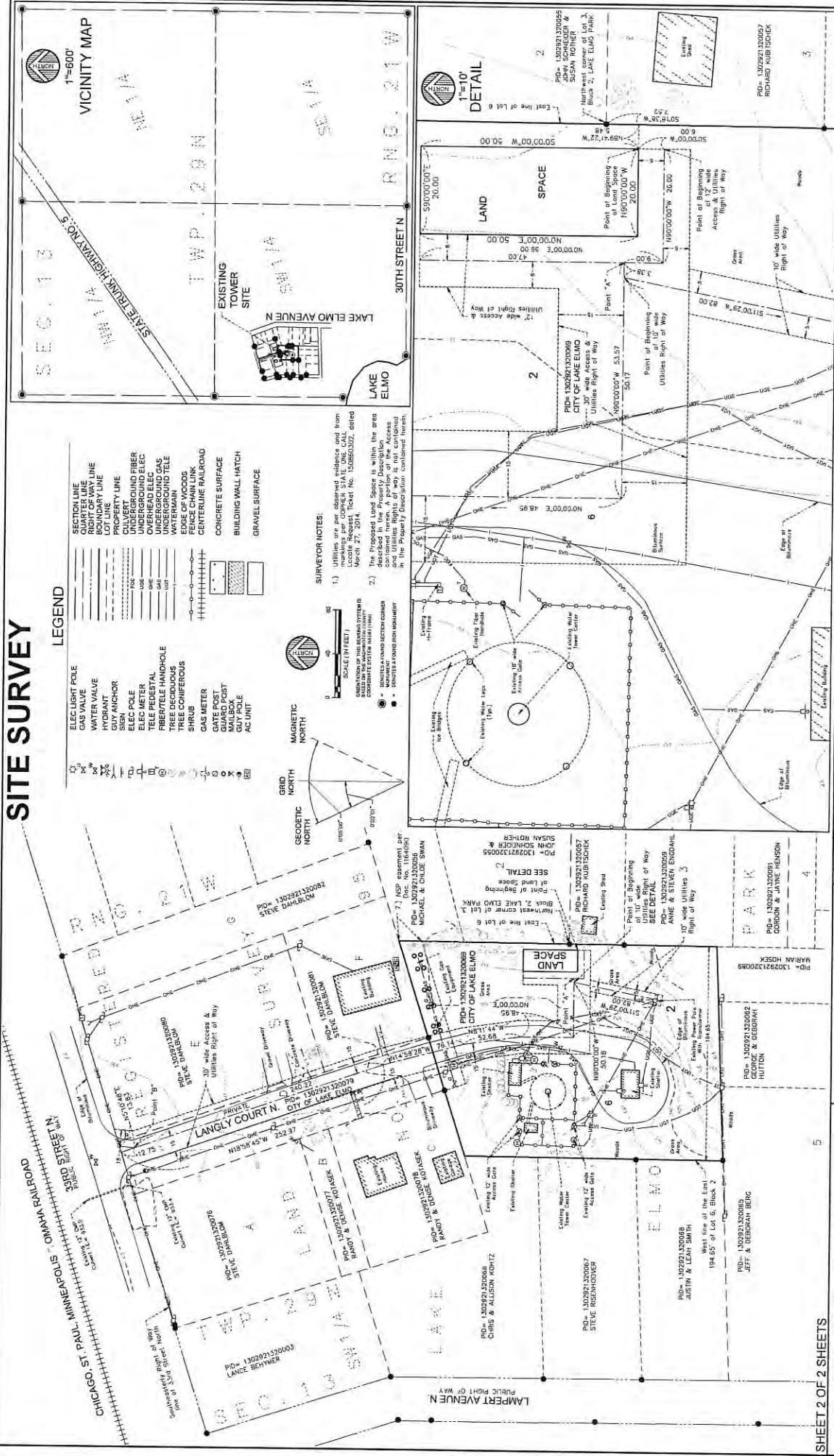
SIGNATURE: Shawn M. Kupcho SHAWN M. KUPCHO, I.S.
DATE: 6/3/15 LICENSE # 45021



WIDSETH SMITH NOLTING
Engineering | Architecture | Surveying | Environmental

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SITE SURVEY



LEGEND

ELECTRIC POLE	SECTION LINE
GAS VALVE	RIGHT OF WAY LINE
HYDRANT	PROPERTY LINE
GUY ANCHOR	CULVERT
SIGN	UNDERGROUND FIBER
ELEC POLE	UNDERGROUND ELEC
TELE PEDESTAL	OVERHEAD ELEC
FIBER/TELE HANDHOLE	WATER MAIN
TREE DECIDUOUS	EDGE OF WOODS
SHRUB	FENCE CHAIN LINK
GAS METER	CENTERLINE RAILROAD
GATE POST	CONCRETE SURFACE
MAILBOX	BUILDING WALL HATCH
GUY POLE	GRAVEL SURFACE
AC UNIT	

SURVEYOR NOTES:

- 1.) Utilities are per observed evidence and from markings per Gopher State ONE CALL, dated March 27, 2014, Ticket No. 150860302, dated March 27, 2014.
- 2.) The Proposed Land Space is within the area described herein. A portion of the Access Easement is shown in the Property Description contained herein.

DESIGN 1

SITE NAME:
MINC TICKLE

Washington County, MN

WIDSETH SMITH NOLTING
Engineering | Architecture | Surveying | Environmental

SIGNATURE: *[Signature]*
DATE: 8/2/15

No.	Date	REVISIONS	CHECKED BY	DRAWN BY	APPROVED
1	8/2/15	FIELD WORK	4275	SMK	JMS/SMK

SHEET 2 OF 2 SHEETS

SITE NAME:
SITE NUMBER:
ATTY/DATE

LAND LEASE AGREEMENT

This Agreement, made this _____ day of _____, 20____ between _____ with its principal offices located at _____, hereinafter designated LESSOR and _____ d/b/a Verizon Wireless, with its principal office located at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (telephone number 866-862-4404), hereinafter designated LESSEE. The LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party".

1. PREMISES. LESSOR hereby leases to LESSEE a portion of that certain parcel of property (the entirety of LESSOR's property is referred to hereinafter as the Property), located at [ADDRESS]_____, [MUNICIPALITY]_____, [COUNTY]_____, [STATE]_____, and being described as a _____' by _____' parcel containing _____square feet (the "Land Space"), together with the non-exclusive right (the "Rights of Way") for ingress and egress, seven (7) days a week twenty-four (24) hours a day, on foot or motor vehicle, including trucks over or along a _____(') foot wide right-of-way extending from the nearest public right-of-way, _____, to the Land Space, and for the installation and maintenance of utility wires, poles, cables, conduits, and pipes over, under, or along one or more rights of way from the Land Space, said Land Space and Rights of Way (hereinafter collectively referred to as the "Premises") being substantially as described herein in Exhibit "A" attached hereto and made a part hereof. The Property is also shown on the Tax Map of the City of _____ as Block _____, Lot _____ and is further described in Deed Book _____ at Page _____ as recorded in the Office of _____.

In the event any public utility is unable to use the Rights of Way, the LESSOR hereby agrees to grant an additional right-of-way either to the LESSEE or to the public utility at no cost to the LESSEE.

2. SURVEY. LESSOR also hereby grants to LESSEE the right to survey the Property and the Premises, and said survey shall then become Exhibit "B" which shall be attached hereto and made a part hereof, and shall control in the event of boundary and access discrepancies between it and Exhibit "A". Cost for such work shall be borne by the LESSEE.

3. TERM; RENTAL.

a. This Agreement shall be effective as of the date of execution by both Parties, provided, however, the initial term shall be for five (5) years and shall commence on the Commencement Date (as hereinafter defined) at which time rental payments shall commence and be due at a total annual rental of _____ Dollars (\$_____) to be paid in equal monthly installments on the first day of the month, in advance, to _____ or to such other person, firm or place as LESSOR may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment date by notice given in accordance with Paragraph 23 below. The Agreement shall commence based upon the date LESSEE commences installation of the equipment on the Premises. In the event the date of commencing installation of equipment is determinative and such date falls between the 1st and 15th of the month, the Agreement shall

commence on the 1st of that month and if such date falls between the 16th and 31st of the month, then the Agreement shall commence on the 1st day of the following month (either of the foregoing or _____, if applicable, being the "Commencement Date"). LESSOR and LESSEE agree that they shall acknowledge in writing the Commencement Date in the event the Commencement Date is based upon the date LESSEE commences installation of the equipment on the Premises. In the event the Commencement Date is the fixed date set forth above, there shall be no written acknowledgement required. LESSOR and LESSEE acknowledge and agree that initial rental payment(s) shall not actually be sent by LESSEE until thirty (30) days after the Commencement Date or after a written acknowledgement confirming the Commencement Date, if such an acknowledgement is required. By way of illustration of the preceding sentence, if the Commencement Date is January 1 and no written acknowledgement confirming the Commencement Date is required, LESSEE shall send to the LESSOR the rental payments for January 1 and February 1 by February 1, and if the Commencement Date is January 1 and a required written acknowledgement confirming the Commencement Date is dated January 14, LESSEE shall send to the LESSOR the rental payments for January 1 and February 1 by February 13.

Upon agreement of the Parties, LESSEE may pay rent by electronic funds transfer and in such event, LESSOR agrees to provide to LESSEE bank routing information for such purpose upon request of LESSEE.

4. EXTENSIONS. This Agreement shall automatically be extended for four (4) additional five (5) year terms unless LESSEE terminates it at the end of the then current term by giving LESSOR written notice of the intent to terminate at least six (6) months prior to the end of the then current term.

5. EXTENSION RENTALS. The annual rental for the first (1st) five (5) year extension term shall be increased to _____ Dollars (\$ _____); the annual rental for the second (2nd) five (5) year extension term shall be increased to _____ Dollars (\$ _____); the annual rental for the third (3rd) five (5) year extension term shall be increased to _____ Dollars (\$ _____); and the annual rental for the fourth (4th) five (5) year extension term shall be increased to _____ Dollars (\$ _____).

6. ADDITIONAL EXTENSIONS. If at the end of the fourth (4th) five (5) year extension term this Agreement has not been terminated by either Party by giving to the other written notice of an intention to terminate it at least three (3) months prior to the end of such term, this Agreement shall continue in force upon the same covenants, terms and conditions for a further term of five (5) years and for five (5) year terms thereafter until terminated by either Party by giving to the other written notice of its intention to so terminate at least three (3) months prior to the end of such term. Annual rental for each such additional five (5) year term shall be equal to the annual rental payable with respect to the immediately preceding five (5) year term. The initial term and all extensions shall be collectively referred to herein as the "Term".

7. TAXES. LESSEE shall have the responsibility to pay any personal property, real estate taxes, assessments, or charges owed on the Property which LESSOR demonstrates is the result of LESSEE's use of the Premises and/or the installation, maintenance, and operation of the LESSEE's improvements, and any sales tax imposed on the rent (except to the extent that

LESSEE is or may become exempt from the payment of sales tax in the jurisdiction in which the Property is located), including any increase in real estate taxes at the Property which LESSOR demonstrates arises from the LESSEE's improvements and/or LESSEE's use of the Premises. LESSOR and LESSEE shall each be responsible for the payment of any taxes, levies, assessments and other charges imposed including franchise and similar taxes imposed upon the business conducted by LESSOR or LESSEE at the Property. Notwithstanding the foregoing, LESSEE shall not have the obligation to pay any tax, assessment, or charge that LESSEE is disputing in good faith in appropriate proceedings prior to a final determination that such tax is properly assessed provided that no lien attaches to the Property. Nothing in this Paragraph shall be construed as making LESSEE liable for any portion of LESSOR's income taxes in connection with any Property or otherwise. Except as set forth in this Paragraph, LESSOR shall have the responsibility to pay any personal property, real estate taxes, assessments, or charges owed on the Property and shall do so prior to the imposition of any lien on the Property.

LESSEE shall have the right, at its sole option and at its sole cost and expense, to appeal, challenge or seek modification of any tax assessment or billing for which LESSEE is wholly or partly responsible for payment. LESSOR shall reasonably cooperate with LESSEE at LESSEE's expense in filing, prosecuting and perfecting any appeal or challenge to taxes as set forth in the preceding sentence, including but not limited to, executing any consent, appeal or other similar document. In the event that as a result of any appeal or challenge by LESSEE, there is a reduction, credit or repayment received by the LESSOR for any taxes previously paid by LESSEE, LESSOR agrees to promptly reimburse to LESSEE the amount of said reduction, credit or repayment. In the event that LESSEE does not have the standing rights to pursue a good faith and reasonable dispute of any taxes under this paragraph, LESSOR will pursue such dispute at LESSEE's sole cost and expense upon written request of LESSEE.

8. USE; GOVERNMENTAL APPROVALS. LESSEE shall use the Premises for the purpose of constructing, maintaining, repairing and operating a communications facility and uses incidental thereto. A security fence consisting of chain link construction or similar but comparable construction may be placed around the perimeter of the Premises at the discretion of LESSEE (not including the access easement). All improvements, equipment, antennas and conduits shall be at LESSEE's expense and their installation shall be at the discretion and option of LESSEE. LESSEE shall have the right to replace, repair, add or otherwise modify its utilities, equipment, antennas and/or conduits or any portion thereof and the frequencies over which the equipment operates, whether the equipment, antennas, conduits or frequencies are specified or not on any exhibit attached hereto, during the Term. It is understood and agreed that LESSEE's ability to use the Premises is contingent upon its obtaining after the execution date of this Agreement all of the certificates, permits and other approvals (collectively the "Governmental Approvals") that may be required by any Federal, State or Local authorities as well as satisfactory soil boring tests which will permit LESSEE use of the Premises as set forth above. LESSOR shall cooperate with LESSEE in its effort to obtain such approvals and shall take no action which would adversely affect the status of the Property with respect to the proposed use thereof by LESSEE. In the event that (i) any of such applications for such Governmental Approvals should be finally rejected; (ii) any Governmental Approval issued to LESSEE is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority; (iii) LESSEE determines that such Governmental Approvals may not be obtained in a timely manner; (iv) LESSEE determines that

any soil boring tests are unsatisfactory; (v) LESSEE determines that the Premises is no longer technically compatible for its use, or (vi) LESSEE, in its sole discretion, determines that the use of the Premises is obsolete or unnecessary, LESSEE shall have the right to terminate this Agreement. Notice of LESSEE's exercise of its right to terminate shall be given to LESSOR in writing by certified mail, return receipt requested, and shall be effective upon the mailing of such notice by LESSEE, or upon such later date as designated by LESSEE. All rentals paid to said termination date shall be retained by LESSOR. Upon such termination, this Agreement shall be of no further force or effect except to the extent of the representations, warranties and indemnities made by each Party to the other hereunder. Otherwise, the LESSEE shall have no further obligations for the payment of rent to LESSOR.

9. INDEMNIFICATION. Subject to Paragraph 10 below, each Party shall indemnify and hold the other harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of the negligence or willful misconduct of the indemnifying Party, its employees, contractors or agents, except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of the other Party, or its employees, contractors or agents.

10. INSURANCE.

- a. Notwithstanding the indemnity in section 10, the Parties hereby waive and release any and all rights of action for negligence against the other which may hereafter arise on account of damage to the Premises or to the Property, resulting from any fire, or other casualty of the kind covered by standard fire insurance policies with extended coverage, regardless of whether or not, or in what amounts, such insurance is now or hereafter carried by the Parties, or either of them. These waivers and releases shall apply between the Parties and they shall also apply to any claims under or through either Party as a result of any asserted right of subrogation. All such policies of insurance obtained by either Party concerning the Premises or the Property shall waive the insurer's right of subrogation against the other Party.
- b. LESSEE will maintain at its own cost;
 - i. Commercial General Liability insurance with limits not less than \$1,000,000 for injury to or death of one or more persons in any one occurrence and \$500,000 for damage or destruction to property in any one occurrence
 - ii. Commercial Auto Liability insurance on all owned, non-owned and hired automobiles with a minimum combined limit of not less than one million (\$1,000,000) per occurrence
 - iii. Workers Compensation insurance providing the statutory benefits and not less than one million (\$1,000,000) of Employers Liability coverage.

LESSEE will include the LESSOR as an additional insured on the Commercial General Liability and Auto Liability policies.

- c. LESSOR will maintain at its own cost commercial general liability insurance with limits not less than \$1,000,000 for injury to or death of one or more persons in any one occurrence and \$500,000 for damage or destruction to property in any one occurrence. LESSOR will include the LESSEE as an additional insured.
- d. In addition, LESSOR shall obtain and keep in force during the Term a policy or policies insuring against loss or damage to the Building with a commercially reasonable valuation, as the same shall exist from time to time without a coinsurance feature. LESSOR's policy or policies shall insure against all risks of direct physical loss or damage (except the perils of flood and earthquake unless required by a lender or included in the base premium), including coverage for any additional costs resulting from debris removal and reasonable amounts of coverage for the enforcement of any ordinance or law regulating the reconstruction or replacement of any undamaged sections of the Building required to be demolished or removed by reason of the enforcement of any building, zoning, safety or land use laws as the result of a covered loss, but not including plate glass insurance.

11. LIMITATION OF LIABILITY. Except for indemnification pursuant to Paragraphs 9 and 29, neither Party shall be liable to the other, or any of their respective agents, representatives, employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

12. ANNUAL TERMINATION. Notwithstanding anything to the contrary contained herein, provided LESSEE is not in default hereunder beyond applicable notice and cure periods, LESSEE shall have the right to terminate this Agreement upon the annual anniversary of the Commencement Date provided that three (3) months prior notice is given to LESSOR.

13. INTERFERENCE. LESSEE agrees to install equipment of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to any equipment of LESSOR or other lessees of the Property which existed on the Property prior to the date this Agreement is executed by the Parties. In the event any after-installed LESSEE's equipment causes such interference, and after LESSOR has notified LESSEE in writing of such interference, LESSEE will take all commercially reasonable steps necessary to correct and eliminate the interference, including but not limited to, at LESSEE's option, powering down such equipment and later powering up such equipment for intermittent testing. In no event will LESSOR be entitled to terminate this Agreement or relocate the equipment as long as LESSEE is making a good faith effort to remedy the interference issue. LESSOR agrees that LESSOR and/or any other tenants of the Property who currently have or in the future take possession of the Property will be permitted to install only such equipment that is of the type and frequency which will not cause harmful interference which is measurable in

accordance with then existing industry standards to the then existing equipment of LESSEE. The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Paragraph and therefore, either Party shall have the right to equitable remedies, such as, without limitation, injunctive relief and specific performance.

14. REMOVAL AT END OF TERM. LESSEE shall, upon expiration of the Term, or within ninety (90) days after any earlier termination of the Agreement, remove its building(s), antenna structure(s) (except footings), equipment, conduits, fixtures and all personal property and restore the Premises to its original condition, reasonable wear and tear and casualty damage excepted. LESSOR agrees and acknowledges that all of the equipment, conduits, fixtures and personal property of LESSEE shall remain the personal property of LESSEE and LESSEE shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable Laws (as defined in Paragraph 33 below). If such time for removal causes LESSEE to remain on the Premises after termination of this Agreement, LESSEE shall pay rent at the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until such time as the removal of the building, antenna structure, fixtures and all personal property are completed.

15. HOLDOVER. LESSEE has no right to retain possession of the Premises or any part thereof beyond the expiration of that removal period set forth in Paragraph 14 herein, unless the Parties are negotiating a new lease or lease extension in good faith. In the event that the Parties are not in the process of negotiating a new lease or lease extension in good faith, LESSEE holds over in violation of Paragraph 14 and this Paragraph 15, then the rent then in effect payable from and after the time of the expiration or earlier removal period set forth in Paragraph 14 shall equal to the rent applicable during the month immediately preceding such expiration or earlier termination.

16. RIGHT OF FIRST REFUSAL. If LESSOR elects, during the Term (i) to sell or otherwise transfer all or any portion of the Property, whether separately or as part of a larger parcel of which the Property is a part, or (ii) to grant to a third party by easement or other legal instrument an interest in and to that portion of the Property occupied by LESSEE, or a larger portion thereof, for the purpose of operating and maintaining communications facilities or the management thereof, with or without an assignment of this Agreement to such third party, LESSEE shall have the right of first refusal to meet any bona fide offer of sale or transfer on the same terms and conditions of such offer. If LESSEE fails to meet such bona fide offer within thirty (30) days after written notice thereof from LESSOR, LESSOR may sell or grant the easement or interest in the Property or portion thereof to such third person in accordance with the terms and conditions of such third party offer. For purposes of this Paragraph, any transfer, bequest or devise of LESSOR's interest in the Property as a result of the death of LESSOR, whether by will or intestate succession, or any conveyance to LESSOR's family members by direct conveyance or by conveyance to a trust for the benefit of family members shall not be considered a sale of the Property for which LESSEE has any right of first refusal.

17. RIGHTS UPON SALE. Should LESSOR, at any time during the Term decide (i) to sell or transfer all or any part of the Property to a purchaser other than LESSEE, or (ii) to grant to

a third party by easement or other legal instrument an interest in and to that portion of the Property occupied by LESSEE, or a larger portion thereof, for the purpose of operating and maintaining communications facilities or the management thereof, such sale or grant of an easement or interest therein shall be under and subject to this Agreement and any such purchaser or transferee shall recognize LESSEE's rights hereunder under the terms of this Agreement. To the extent that LESSOR grants to a third party by easement or other legal instrument an interest in and to that portion of the Property occupied by LESSEE for the purpose of operating and maintaining communications facilities or the management thereof and in conjunction therewith, assigns this Agreement to said third party, LESSOR shall not be released from its obligations to LESSEE under this Agreement, and LESSEE shall have the right to look to LESSOR and the third party for the full performance of this Agreement.

18. QUIET ENJOYMENT. LESSOR covenants that LESSEE, on paying the rent and performing the covenants herein, shall peaceably and quietly have, hold and enjoy the Premises.

19. TITLE. LESSOR represents and warrants to LESSEE as of the execution date of this Agreement, and covenants during the Term that LESSOR is seized of good and sufficient title and interest to the Property and has full authority to enter into and execute this Agreement. LESSOR further covenants during the Term that there are no liens, judgments or impediments of title on the Property, or affecting LESSOR's title to the same and that there are no covenants, easements or restrictions which prevent or adversely affect the use or occupancy of the Premises by LESSEE as set forth above.

20. INTEGRATION. It is agreed and understood that this Agreement contains all agreements, promises and understandings between LESSOR and LESSEE and that no verbal or oral agreements, promises or understandings shall be binding upon either LESSOR or LESSEE in any dispute, controversy or proceeding at law, and any addition, variation or modification to this Agreement shall be void and ineffective unless made in writing signed by the Parties or in a written acknowledgment in the case provided in Paragraph 3. In the event any provision of the Agreement is found to be invalid or unenforceable, such finding shall not affect the validity and enforceability of the remaining provisions of this Agreement. The failure of either Party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights under the Agreement shall not waive such rights and such Party shall have the right to enforce such rights at any time and take such action as may be lawful and authorized under this Agreement, in law or in equity.

21. GOVERNING LAW. This Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the Laws of the State in which the Property is located.

22. ASSIGNMENT. This Agreement may be sold, assigned or transferred by the LESSEE without any approval or consent of the LESSOR to the LESSEE's principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of LESSEE's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of the

LESSOR, which such consent will not be unreasonably withheld, delayed or conditioned. No change of stock ownership, partnership interest or control of LESSEE or transfer upon partnership or corporate dissolution of LESSEE shall constitute an assignment hereunder. LESSEE may sublet the Premises within its sole discretion, upon notice to LESSOR. Any sublease that is entered into by LESSEE shall be subject to the provisions of this Agreement and shall be binding upon the successors, assigns, heirs and legal representatives of the respective Parties hereto.

23. NOTICES. All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

LESSOR:

LESSEE:

d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, New Jersey 07921
Attention: Network Real Estate

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

24. SUCCESSORS. This Agreement shall extend to and bind the heirs, personal representative, successors and assigns of the Parties hereto.

25. SUBORDINATION AND NON-DISTURBANCE. *Delete the first sentence of this paragraph if SNDAs for all existing encumbrances are obtained prior to Lease execution.* LESSOR shall obtain not later than fifteen (15) days following the execution of this Agreement, a Non-Disturbance Agreement, as defined below, from its existing mortgagee(s), ground lessors and master lessors, if any, of the Property. At LESSOR's option, this Agreement shall be subordinate to any future master lease, ground lease, mortgage, deed of trust or other security interest (a "Mortgage") by LESSOR which from time to time may encumber all or part of the Property or right-of-way; provided, however, as a condition precedent to LESSEE being required to subordinate its interest in this Agreement to any future Mortgage covering the Property, LESSOR shall obtain for LESSEE's benefit a non-disturbance and attornment agreement for LESSEE's benefit in the form reasonably satisfactory to LESSEE, and containing the terms described below (the "Non-Disturbance Agreement"), and shall recognize LESSEE's right to remain in occupancy of and have access to the Premises as long as LESSEE is not in default of this Agreement beyond applicable notice and cure periods. The Non-Disturbance Agreement shall include the encumbering party's ("Lender's") agreement that, if Lender or its successor-in-interest or any purchaser of Lender's or its successor's interest (a "Purchaser")

acquires an ownership interest in the Property, Lender or such successor-in-interest or Purchaser will (1) honor all of the terms of the Agreement, (2) fulfill LESSOR's obligations under the Agreement, and (3) promptly cure all of the then-existing LESSOR defaults under the Agreement. Such Non-Disturbance Agreement must be binding on all of Lender's participants in the subject loan (if any) and on all successors and assigns of Lender and/or its participants and on all Purchasers. In return for such Non-Disturbance Agreement, LESSEE will execute an agreement for Lender's benefit in which LESSEE (1) confirms that the Agreement is subordinate to the Mortgage or other real property interest in favor of Lender, (2) agrees to attorn to Lender if Lender becomes the owner of the Property and (3) agrees to accept a cure by Lender of any of LESSOR's defaults, provided such cure is completed within the deadline applicable to LESSOR. In the event LESSOR defaults in the payment and/or other performance of any mortgage or other real property interest encumbering the Property, LESSEE, may, at its sole option and without obligation, cure or correct LESSOR's default and upon doing so, LESSEE shall be subrogated to any and all rights, titles, liens and equities of the holders of such mortgage or other real property interest and LESSEE shall be entitled to deduct and setoff against all rents that may otherwise become due under this Agreement the sums paid by LESSEE to cure or correct such defaults.

26. RECORDING. LESSOR agrees to execute a Memorandum of this Agreement which LESSEE may record with the appropriate recording officer. The date set forth in the Memorandum of Lease is for recording purposes only and bears no reference to commencement of either the Term or rent payments.

27. DEFAULT.

- a. In the event there is a breach by LESSEE with respect to any of the provisions of this Agreement or its obligations under it, including the payment of rent, LESSOR shall give LESSEE written notice of such breach. After receipt of such written notice, LESSEE shall have fifteen (15) days in which to cure any monetary breach and thirty (30) days in which to cure any non-monetary breach, provided LESSEE shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and LESSEE commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. LESSOR may not maintain any action or effect any remedies for default against LESSEE unless and until LESSEE has failed to cure the breach within the time periods provided in this Paragraph.
- b. In the event there is a breach by LESSOR with respect to any of the provisions of this Agreement or its obligations under it, LESSEE shall give LESSOR written notice of such breach. After receipt of such written notice, LESSOR shall have thirty (30) days in which to cure any such breach, provided LESSOR shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and LESSOR commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. LESSEE may not maintain any action or effect any remedies for default against LESSOR unless and

until LESSOR has failed to cure the breach within the time periods provided in this Paragraph. Notwithstanding the foregoing to the contrary, it shall be a default under this Agreement if LESSOR fails, within five (5) days after receipt of written notice of such breach, to perform an obligation required to be performed by LESSOR if the failure to perform such an obligation interferes with LESSEE's ability to conduct its business on the Property; provided, however, that if the nature of LESSOR's obligation is such that more than five (5) days after such notice is reasonably required for its performance, then it shall not be a default under this Agreement if performance is commenced within such five (5) day period and thereafter diligently pursued to completion.

28. REMEDIES. Upon a default, the non-defaulting Party may at its option (but without obligation to do so), perform the defaulting Party's duty or obligation on the defaulting Party's behalf, including but not limited to the obtaining of reasonably required insurance policies. The costs and expenses of any such performance by the non-defaulting Party shall be due and payable by the defaulting Party upon invoice therefor. In the event of a default by either Party with respect to a material provision of this Agreement, without limiting the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such default, the non-defaulting Party may terminate the Agreement and/or pursue any remedy now or hereafter available to the non-defaulting Party under the Laws or judicial decisions of the state in which the Premises are located; provided, however, LESSOR shall use reasonable efforts to mitigate its damages in connection with a default by LESSEE. If LESSEE so performs any of LESSOR's obligations hereunder, the full amount of the reasonable and actual cost and expense incurred by LESSEE shall immediately be owing by LESSOR to LESSEE, and LESSOR shall pay to LESSEE upon demand the full undisputed amount thereof with interest thereon from the date of payment at the greater of (i) ten percent (10%) per annum, or (ii) the highest rate permitted by applicable Laws. Notwithstanding the foregoing, if LESSOR does not pay LESSEE the full undisputed amount within thirty (30) days of its receipt of an invoice setting forth the amount due from LESSOR, LESSEE may offset the full undisputed amount, including all accrued interest, due against all fees due and owing to LESSOR until the full undisputed amount, including all accrued interest, is fully reimbursed to LESSEE.

29. ENVIRONMENTAL.

- a. LESSOR will be responsible for all obligations of compliance with any and all environmental and industrial hygiene laws, including any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or concerns as may now or at any time hereafter be in effect, that are or were in any way related to activity now conducted in, on, or in any way related to the Property, unless such conditions or concerns are caused by the specific activities of LESSEE in the Premises.
- b. LESSOR shall hold LESSEE harmless and indemnify LESSEE from and assume all duties, responsibility and liability at LESSOR's sole cost and expense, for all duties, responsibilities, and liability (for payment of penalties, sanctions,

forfeitures, losses, costs, or damages) and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is in any way related to: a) failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene concerns or conditions as may now or at any time hereafter be in effect, unless such non-compliance results from conditions caused by LESSEE; and b) any environmental or industrial hygiene conditions arising out of or in any way related to the condition of the Property or activities conducted thereon, unless such environmental conditions are caused by LESSEE.

30. CASUALTY. In the event of damage by fire or other casualty to the Premises that cannot reasonably be expected to be repaired within forty-five (45) days following same or, if the Property is damaged by fire or other casualty so that such damage may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days, then LESSEE may, at any time following such fire or other casualty, provided LESSOR has not completed the restoration required to permit LESSEE to resume its operation at the Premises, terminate this Agreement upon fifteen (15) days prior written notice to LESSOR. Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under this Agreement. Notwithstanding the foregoing, the rent shall abate during the period of repair following such fire or other casualty in proportion to the degree to which LESSEE's use of the Premises is impaired.

31. CONDEMNATION. In the event of any condemnation of all or any portion of the Property, this Agreement shall terminate as to the part so taken as of the date the condemning authority takes title or possession, whichever occurs first. If as a result of a partial condemnation of the Premises or Property, LESSEE, in LESSEE's sole discretion, is unable to use the Premises for the purposes intended hereunder, or if such condemnation may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days, LESSEE may, at LESSEE's option, to be exercised in writing within fifteen (15) days after LESSOR shall have given LESSEE written notice of such taking (or in the absence of such notice, within fifteen (15) days after the condemning authority shall have taken possession) terminate this Agreement as of the date the condemning authority takes such possession. LESSEE may on its own behalf make a claim in any condemnation proceeding involving the Premises for losses related to the equipment, conduits, fixtures, its relocation costs and its damages and losses (but not for the loss of its leasehold interest). Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment as of such termination date with respect to payments due to the other under this Agreement. If LESSEE does not terminate this Agreement in accordance with the foregoing, this Agreement shall remain in full force and effect as to the portion of the Premises remaining, except that the rent shall be reduced in the same proportion as the rentable area of the Premises taken bears to the total rentable area of the Premises. In the event that this Agreement is not terminated by

reason of such condemnation, LESSOR shall promptly repair any damage to the Premises caused by such condemning authority.

32. SUBMISSION OF AGREEMENT/PARTIAL INVALIDITY/AUTHORITY. The submission of this Agreement for examination does not constitute an offer to lease the Premises and this Agreement becomes effective only upon the full execution of this Agreement by the Parties. If any provision herein is invalid, it shall be considered deleted from this Agreement and shall not invalidate the remaining provisions of this Agreement. Each of the Parties hereto warrants to the other that the person or persons executing this Agreement on behalf of such Party has the full right, power and authority to enter into and execute this Agreement on such Party's behalf and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Agreement.

33. APPLICABLE LAWS. During the Term, LESSOR shall maintain the Property in compliance with all applicable laws, rules, regulations, ordinances, directives, covenants, easements, zoning and land use regulations, and restrictions of record, permits, building codes, and the requirements of any applicable fire insurance underwriter or rating bureau, now in effect or which may hereafter come into effect (including, without limitation, the Americans with Disabilities Act and laws regulating hazardous substances) (collectively "Laws"). LESSEE shall, in respect to the condition of the Premises and at LESSEE's sole cost and expense, comply with (a) all Laws relating solely to LESSEE's specific and unique nature of use of the Premises (other than general office use); and (b) all building codes requiring modifications to the Premises due to the improvements being made by LESSEE in the Premises.

34. SURVIVAL. The provisions of the Agreement relating to indemnification from one Party to the other Party shall survive any termination or expiration of this Agreement. Additionally, any provisions of this Agreement which require performance subsequent to the termination or expiration of this Agreement shall also survive such termination or expiration.

35. CAPTIONS. The captions contained in this Agreement are inserted for convenience only and are not intended to be part of the Agreement. They shall not affect or be utilized in the construction or interpretation of the Agreement.

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seals the day and year first above written.

LESSOR:

By: _____

WITNESS

WITNESS

Its: _____

Date: _____

LESSEE:

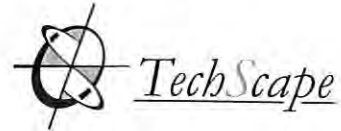
By: _____

Its: _____

Date: _____

Exhibit "A"

(Sketch of Premises within Property)



323 Cedar Street North
Chaska, MN 55318

June 18, 2015
Kyle Klatt, Planning Director
City of Lake Elmo
3800 Laverne Ave N
Lake Elmo, MN 5504

Re: Verizon Wireless Request to Lease City Property
Ideal Avenue Water Tank #2
Site Address: 3445 Ideal Avenue, Lake Elmo MN
Verizon Site: MIN BALROG

Dear Mr. Klatt,

Please accept this letter as an official request on behalf of Verizon Wireless to enter into a Lease Agreement with the City of Lake Elmo to install wireless antennas and associated ground equipment at the above referenced property.

The City has been provided with the following documentation in order to review this request:

- Verizon Lease Agreement Template
- Preliminary Construction Drawings Dated 6-4-2015
- Limited Waiver of Use Restriction and Consent to Lease
- Lease Exhibit Dated 6-9-2015
- Site Sketch Dated 4-23-2015
- Final Survey Dated 6-15-2015

We have been in contact with City staff over the last six months. On 9 February 2015 Verizon performed a site walk with City staff to determine equipment configuration and overall construction feasibility of the proposed site.

At this time, we request inclusion on the 7 July 2015 City Council agenda in order to obtain official approval from the City to engage in lease negotiations.

My firm, representing KGI and Verizon Wireless, will continue to be your point-of-contact throughout this process and we look forward to working with the City.

Very sincerely,

Karyn O'Brien, President
kobrien@techscapewireless.com
952.288.8130

TECHSCAPE WIRELESS IS A FULL-SERVICE SITE ACQUISITION FIRM ON BEHALF OF KGI WIRELESS



LAND SPACE DESCRIPTION:

That part of the Northwest Quarter of the Southwest Quarter of Section 16, Township 29 North, Range 21 West of the Fifth Principal Meridian, Washington County, Minnesota, described as follows:

Commencing at the northwest corner of said Northwest Quarter of the Southwest Quarter; thence North 89 degrees 40 minutes 49 seconds East along the North line of said Northwest Quarter of the Southwest Quarter, a distance of 786.16 feet; thence South 0 degrees 19 minutes 11 seconds East, a distance of 398.77 feet to the Point of Beginning of the land space to be described; thence South 6 degrees 13 minutes 36 seconds East, a distance of 36.00 feet; thence South 83 degrees 46 minutes 24 seconds West, a distance of 18.00 feet; thence North 6 degrees 13 minutes 36 seconds West, a distance of 36.00 feet; thence North 83 degrees 46 minutes 24 seconds East, a distance of 18.00 feet to the Point of Beginning.

ACCESS AND UTILITIES RIGHTS OF WAY DESCRIPTION:

A 20.00 foot wide right of way for ingress, egress and utility purposes over, under and across the Southwest Quarter of the Northwest Quarter and the Northwest Quarter of the Southwest Quarter of Section 16, Township 29 North, Range 21 West of the Fifth Principal Meridian, Washington County, Minnesota, the centerline of said right of way is described as follows:

Commencing at the northwest corner of said Northwest Quarter of the Southwest Quarter; thence North 89 degrees 40 minutes 49 seconds East along the North line of said Northwest Quarter of the Southwest Quarter, a distance of 786.16 feet; thence South 0 degrees 19 minutes 11 seconds East, a distance of 398.77 feet; thence South 6 degrees 13 minutes 36 seconds East, a distance of 36.00 feet; thence South 83 degrees 46 minutes 24 seconds West, a distance of 28.00 feet to the Point of Beginning of the centerline to be described; thence North 6 degrees 13 minutes 36 seconds West, a distance of 58.24 feet to a point hereinafter referred to as Point "A"; thence South 89 degrees 44 minutes 18 seconds West, a distance of 139.88 feet; thence South 87 degrees 27 minutes 02 seconds West, a distance of 171.51 feet; thence South 77 degrees 41 minutes 08 seconds West, a distance of 151.82 feet; thence South 88 degrees 59 minutes 10 seconds West, a distance of 69.01 feet; thence North 22 degrees 59 minutes 00 seconds West, a distance of 77.08 feet; thence North 87 degrees 32 minutes 31 seconds West, a distance of 73.96 feet; thence North 44 degrees 29 minutes 39 seconds West, a distance of 33.14 feet; thence North 0 degrees 01 minutes 06 seconds West, a distance of 629.89 feet; thence North 6 degrees 05 minutes 14 seconds East, a distance of 118.85 feet; thence North 14 degrees 02 minutes 57 seconds East, a distance of 204.23 feet; thence northwesterly, a distance of 118.04 feet along a tangential curve concave to the southwest, having a radius of 65.00 feet and a central angle of 104 degrees 02 minutes 57 seconds; thence North 90 degrees 00 minutes 00 seconds West, a distance of 27.09 feet to the east right of way line of Ideal Avenue North and said centerline there terminating.

The sidelines of said right of way shall be shortened or lengthened to terminate at said east right of way line of Ideal Avenue North.

TOGETHER WITH

A 20.00 foot wide right of way for ingress, egress and utility purposes over, under and across said Northwest Quarter of the Southwest Quarter, the centerline of said right of way is described as follows:

Beginning at the previously described Point "A"; thence North 89 degrees 44 minutes 18 seconds East, a distance of 18.10 feet; thence South 6 degrees 13 minutes 36 seconds East, a distance of 20.36 feet and said centerline there terminating.

UTILITIES RIGHT OF WAY DESCRIPTIONS:

A 10.00 foot wide right of way for utility purposes over, under and across the Northwest Quarter of the Southwest Quarter of Section 16, Township 29 North, Range 21 West of the Fifth Principal Meridian, Washington County, Minnesota, the centerline of said right of way is described as follows:

Commencing at the northwest corner of said Northwest Quarter of the Southwest Quarter; thence North 89 degrees 40 minutes 49 seconds East along the North line of said Northwest Quarter of the Southwest Quarter, a distance of 786.16 feet; thence South 0 degrees 19 minutes 11 seconds East, a distance of 398.77 feet; thence South 6 degrees 13 minutes 36 seconds East, a distance of 36.00 feet; thence South 83 degrees 46 minutes 24 seconds West, a distance of 28.00 feet; thence North 6 degrees 13 minutes 36 seconds West, a distance of 8.85 feet to the Point of Beginning of the centerline to be described; thence South 47 degrees 54 minutes 45 seconds West, a distance of 106.94 feet; thence North 90 degrees 00 minutes 00 seconds West, a distance of 608.56 feet to the east right of way line of Ideal Avenue North and said centerline there terminating.

The sidelines of said right of way shall be shortened or lengthened to terminate at said east right of way line of Ideal Avenue North.

AND

A 5.00 foot wide right of way for utility purposes over, under and across the Northwest Quarter of the Southwest Quarter of Section 16, Township 29 North, Range 21 West of the Fifth Principal Meridian, Washington County, Minnesota, the centerline of said right of way is described as follows:

Commencing at the northwest corner of said Northwest Quarter of the Southwest Quarter; thence North 89 degrees 40 minutes 49 seconds East along the North line of said Northwest Quarter of the Southwest Quarter, a distance of 786.16 feet; thence South 0 degrees 19 minutes 11 seconds East, a distance of 398.77 feet; thence South 6 degrees 13 minutes 36 seconds East, a distance of 36.00 feet; thence South 83 degrees 46 minutes 24 seconds West, a distance of 28.00 feet; thence North 6 degrees 13 minutes 36 seconds West, a distance of 29.00 feet to the Point of Beginning of the centerline to be described; thence North 86 degrees 22 minutes 53 seconds West, a distance of 21.00 feet and said centerline there terminating.

AND

A 10.00 foot wide right of way for utility purposes over, under and across the Northwest Quarter of the Southwest Quarter of Section 16, Township 29 North, Range 21 West of the Fifth Principal Meridian, Washington County, Minnesota, the centerline of said right of way is described as follows:

Commencing at the northwest corner of said Northwest Quarter of the Southwest Quarter; thence North 89 degrees 40 minutes 49 seconds East along the North line of said Northwest Quarter of the Southwest Quarter, a distance of 786.16 feet; thence South 0 degrees 19 minutes 11 seconds East, a distance of 398.77 feet; thence South 6 degrees 13 minutes 36 seconds East, a distance of 36.00 feet; thence South 83 degrees 46 minutes 24 seconds West, a distance of 28.00 feet; thence North 6 degrees 13 minutes 36 seconds West, a distance of 43.16 feet to the Point of Beginning of the centerline to be described; thence South 89 degrees 44 minutes 18 seconds West, a distance of 77.00 feet and said centerline there terminating.

IDEAL AVE. N.

EXISTING PUBLIC RIGHT OF WAY

LESSEE 20'
ACCESS/UTILITIES
RIGHTS
OF WAY

EXISTING PROPERTY LINE

EXISTING
BUILDING

LESSEE 10'
UTILITIES RIGHT
OF WAY

EXISTING
WATER TANK

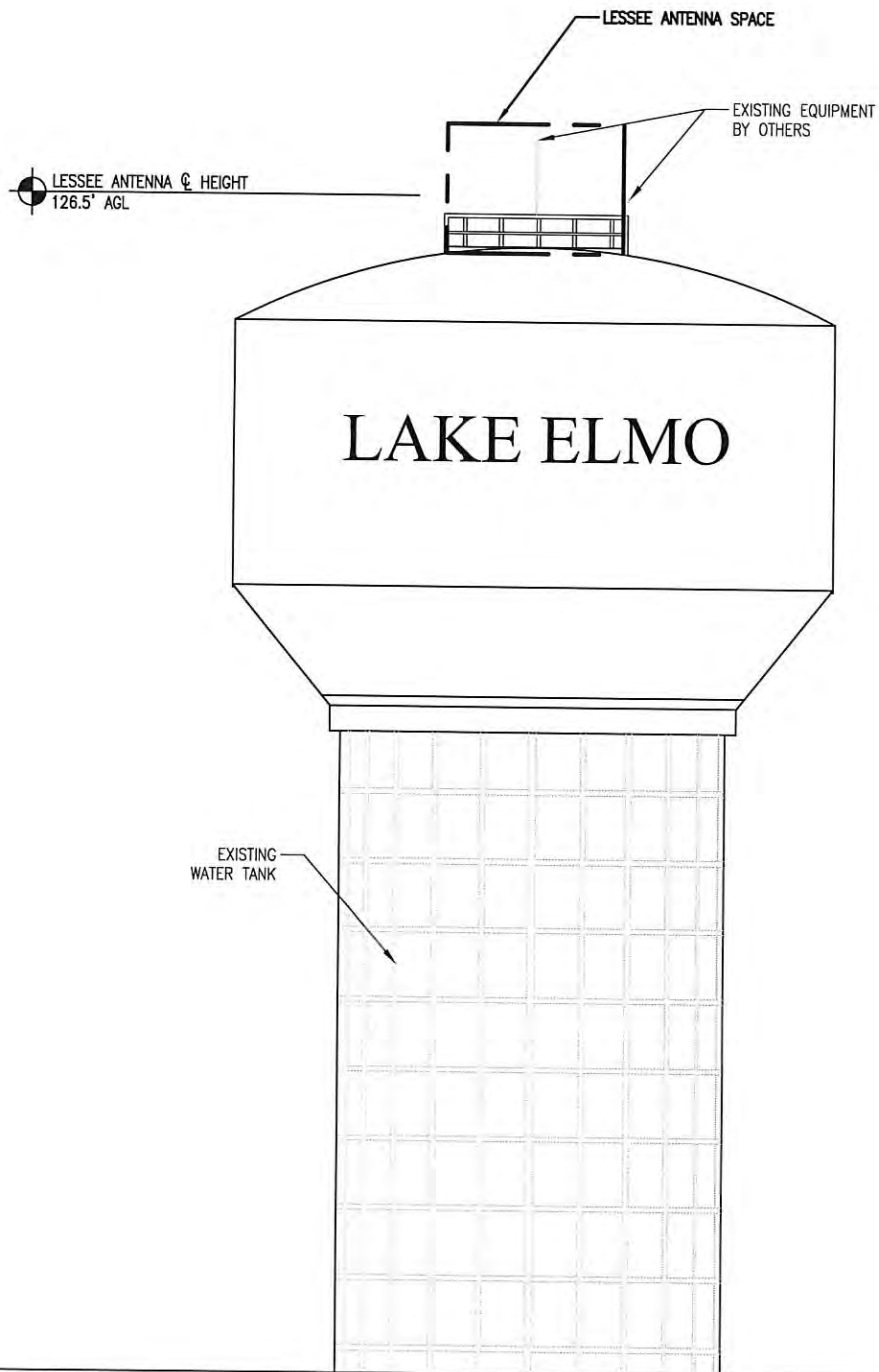
LESSEE 18' X 36'
LAND SPACE

LESSEE 10'
UTILITIES RIGHT
OF WAY

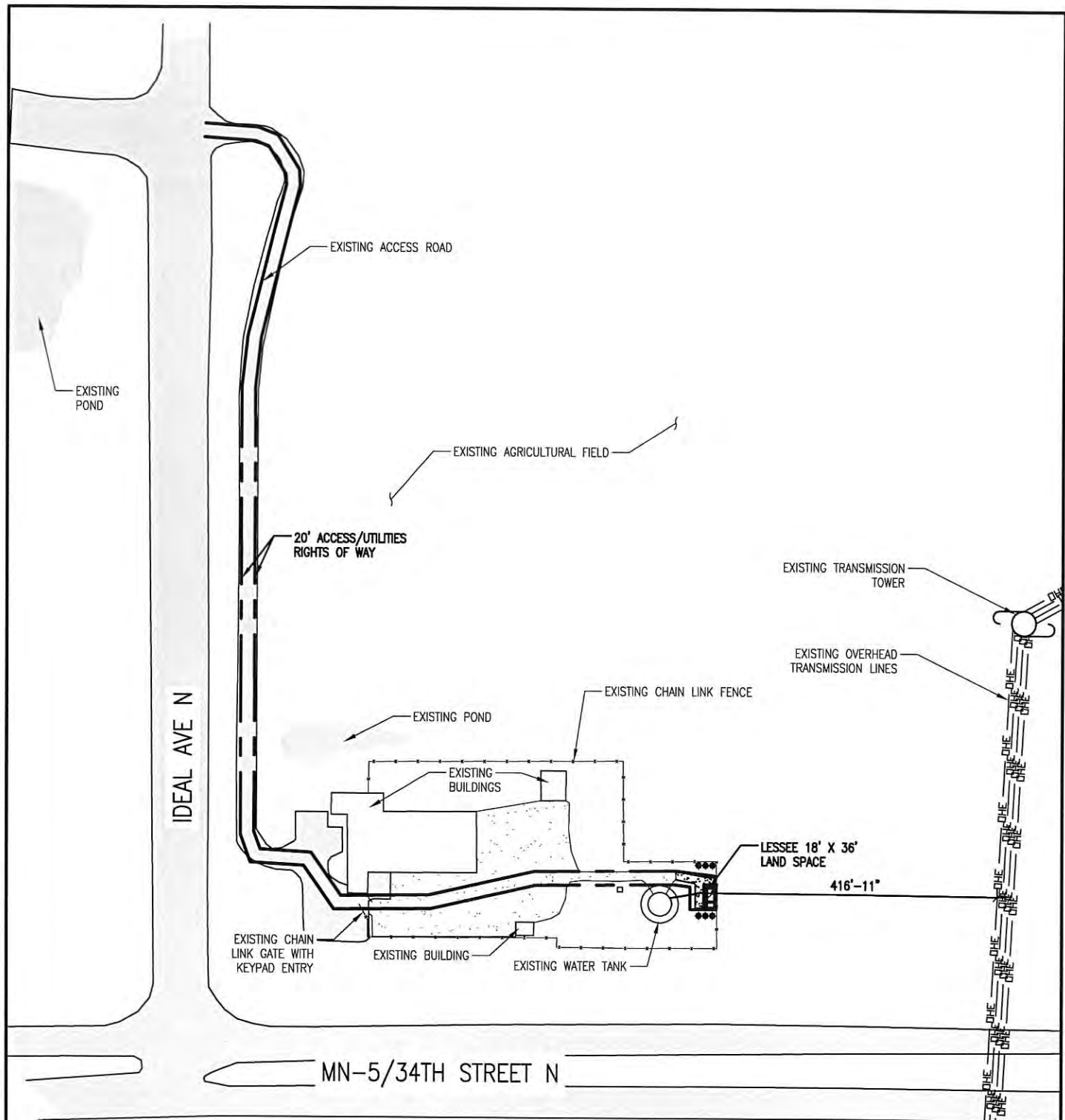
NORTH



MINC
BALROG



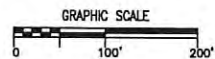
MINC
BALROG



1

SITE PLAN

SCALE: 1" = 200'



DESIGN 1

9973 VALLEY VIEW ROAD
EDEN PRAIRIE, MN 55344
(952) 903-9299

ROBERT J. DAVIS, AIA
ARCHITECT

**VERIZON
WIRELESS**

10801 BUSH LAKE ROAD
BLOOMINGTON, MN 55438
(612) 720-0052

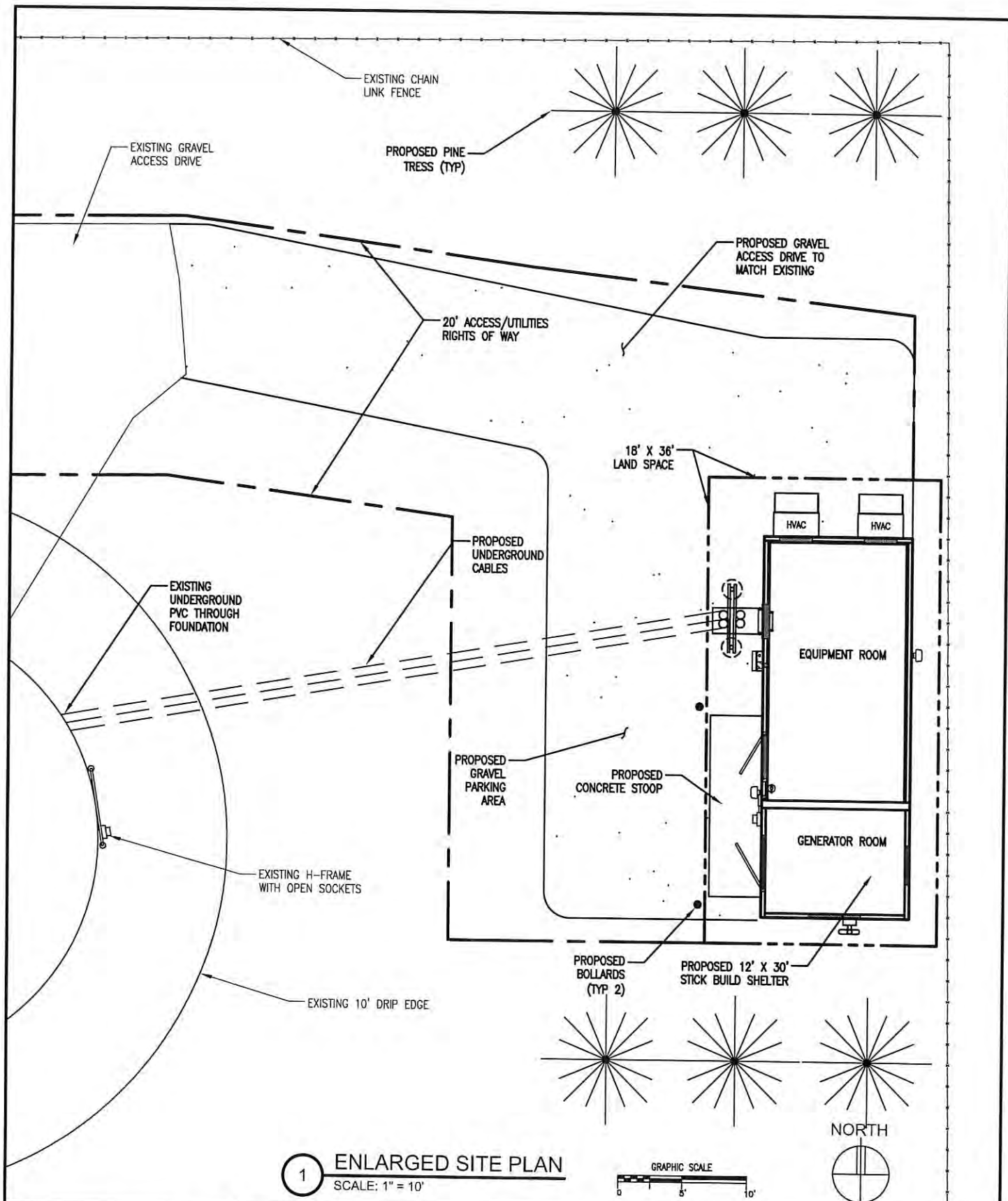
PROJECT: 20141112995

**MINC
BALROG**

IDEAL AVE
LAKE ELMO, MN 55042

SS V.2 04-23-15
DRAWN BY: SJR
DATE: 02-10-15

SS-1



DESIGN 1

9973 VALLEY VIEW ROAD
EDEN PRAIRIE, MN 55344
(952) 903-9299

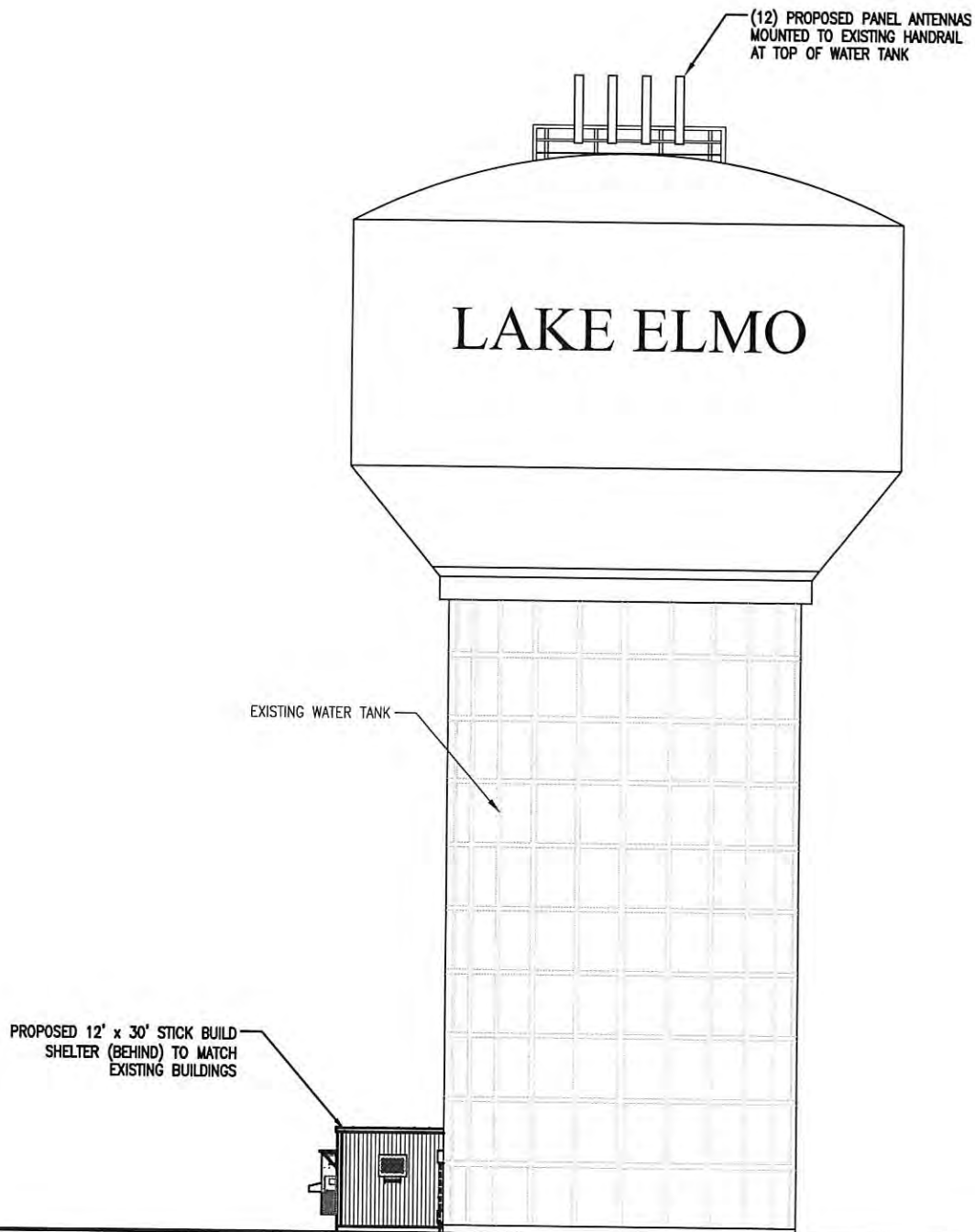
ROBERT J. DAVIS, AIA
ARCHITECT

**VERIZON
WIRELESS**

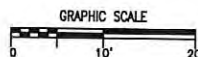
10801 BUSH LAKE ROAD
BLOOMINGTON, MN 55438
(612) 720-0052

PROJECT: 20141112995
**MINC
BALROG**
IDEAL AVE
LAKE ELMO, MN 55042

SS V.2 04-23-15
DRAWN BY: SJR
DATE: 02-10-15
SS-2



1 WEST ELEVATION
SCALE: 1" = 20'



DESIGN 1

9973 VALLEY VIEW ROAD
EDEN PRAIRIE, MN 55344
(952) 903-9299

ROBERT J. DAVIS, AIA
ARCHITECT

**VERIZON
WIRELESS**

10801 BUSH LAKE ROAD
BLOOMINGTON, MN 55438
(612) 720-0052

PROJECT: 20141112995

**MINC
BALROG**

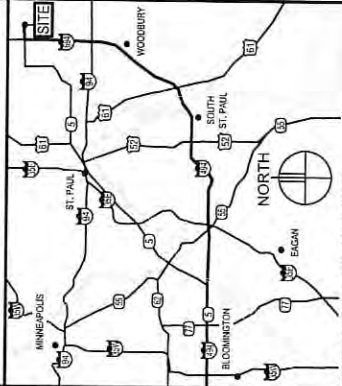
IDEAL AVE
LAKE ELMO, MN 55042

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DRAWN BY: SJR
DATE: 02-10-15

SS-3

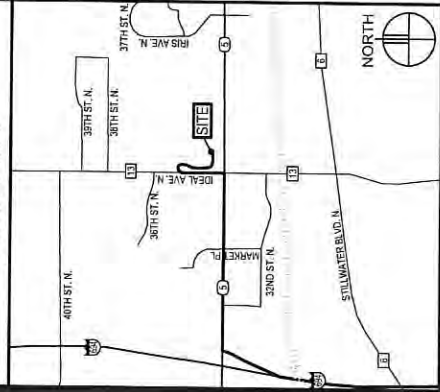
VERIZON WIRELESS

AREA MAP



DIRECTIONS FROM BLOOMINGTON, MN:
TAKE I-94 EAST FOR 22.8 MILES. CONTINUE ONTO I-494 NORTH FOR 3.2 MILES. TAKE EXIT 55 FOR I-494 EAST. TURN RIGHT FOR 0.7 MILE. TURN LEFT ONTO I-494 EAST. NORTHBOUND I-494. SITE ENTRANCE WILL BE ON THE EAST SIDE APPROX. 475 FT FROM INTERSECTION.

VICINITY MAP



GENERAL NOTES

- In the event that Special Inspections are not performed in accordance with the contract terms, the Contractor shall be liable for all damages, construction performance, liability and other consequences that may result.
- The following general notes shall apply to drawings and specifications unless otherwise noted or specified.
- The work delineated in these drawings and specifications shall conform to codes, standards and regulations that have jurisdiction in the state of MINNESOTA, and the city of LAKE ELMO.
- Requirements and regulations pertaining to R.F. safety signs and notices must be incorporated in the work even though they may not be listed individually and separately in the drawings or the specifications.
- Compare field conditions with architectural and engineering drawings. Any discrepancies shall be directed to the Architect for clarification prior to fabrication and/or construction. Submit necessary shop drawings prior to fabrication for approval by the Architect. No information or details on these sheets may be used without the permission of the owner, or the architect.
- Do not scale drawings! 11" x 17" drawings to scale 24" x 36" drawings scale multiply by 2
- Unless otherwise shown or noted, typical details shall be used where applicable.
- Details shall be considered typical at similar conditions.
- The work is the responsibility of the general contractor and completely responsible for the conditions of the job site, including safety of the persons and property and for independent engineering reviews of these conditions. The Architect's or Engineer's job site review is not intended to include review of the propriety of the contractor's safety measures.
- Within these plans and specifications, "Owner" implies VERIZON WIRELESS.
- The work is the responsibility of the general contractor unless noted otherwise.
- The terms "contractor" and "g.c." refer to the owner's general contractor and the general contractor's sub-contractors. It is the general contractor's responsibility to determine the division of work among sub-contractors.
- The general contractor is responsible in obtaining necessary public and private underground utility locate services prior to start of excavating / construction.

SHEET INDEX

SHEET	SHEET DESCRIPTION
T-1	PROJECT INFORMATION, MAPS, DIRECTIONS, AND SHEET INDEX
A-1	OVERALL SITE PLAN, SITE PLAN, LANDSCAPING PLAN
A-2	ENLARGED SITE PLAN
A-3	COAX AND ANTENNA KEY, AWS ONE-LINE DIAGRAM
A-4	TOWER ELEVATION, ANTENNA DETAIL, TANK PLAN, MISC. PHOTOS
A-5	TRANSVERSE SECTION, ELEVATIONS, FLOOR & FOUNDATION PLAN
A-6	LONGITUDINAL SECTION, ELEVATIONS
A-7	GENERATOR DETAIL, CABLE BRIDGE DETAILS, MISC. DETAILS
A-8	OUTLINE SPECIFICATIONS
G-1	GROUNDING NOTES AND DETAILS
G-2	GROUNDING PLAN AND NOTE KEY
U-1	UTILITY PLAN, NOTES, AND DETAILS
S-1 / S-2	STRUCTURAL PLANS AND DETAILS
SURV	SURVEY

VERIZON WIRELESS DEPARTMENTAL APPROVALS

	NAME	DATE
RF ENGINEER	MIHAELA OXLEY	05-19-15
OPERATIONS MANAGER	RON SIMMONS	05-19-15
CONSTRUCTION ENGINEER	STEVE COLLIN	08-01-15

LESSOR / LICENSOR APPROVAL

SIGNATURE	PRINTED NAME	DATE

LESSOR / LICENSOR: PLEASE CHECK THE APPROPRIATE BOX BELOW
☐ NO CHANGES. ☐ CHANGES NEEDED. SEE COMMENTS ON PLANS.

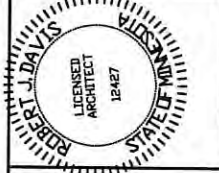
ISSUE SUMMARY

REV.	DESCRIPTION	SHEET OR DETAIL
A	ISSUED FOR REVIEW 05-13-15	ALL
B	ISSUED FOR PERMITTING/ZONING 06-04-15	ALL

CONTACTS

LESSOR / LICENSOR:	CITY OF LAKE ELMO 3900 LAVERNE AVE. N. BLOOMINGTON, MN 55438 TOM BOUTCHILL (651) 777-5510
LESSEE:	VERIZON WIRELESS 18001 BUSH LAKE ROAD BLOOMINGTON, MN 55438 RON REITER (612) 720-0052
POWER UTILITY COMPANY CONTACT:	XCEL ENERGY 1000 WEST 11TH AVE MINNEAPOLIS, MN 55403 KELSEY LOOMIS (651) 778-3154
TELECOM UTILITY COMPANY CONTACT:	T.B.D.
ARCHITECT:	DESIGN 1 OF EDEN PRAIRIE, LLC 9973 VALLEY VIEW ROAD EDEN PRAIRIE, MN 55434 (952) 930-9298
SURVEYOR:	WIDESTR SMITH NOELTING 610 FILLMORE STREET - PO BOX 1028 BLOOMINGTON, MN 55438 320-782-9146
STRUCTURAL ENGINEER:	ULTEG ENGINEERS SUITE 308 MINNEAPOLIS, MN 55421 (763) 571-2500
GEOTECHNICAL ENGINEER:	T.B.D.

T-1



I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.
ROBERT J. DAVIS, Reg. No. 12427

Robert J. Davis
Signature
06-04-15
Date

DESIGN 1
ROBERT J. DAVIS, AIA
ARCHITECT
1000 WEST 11TH AVE.
EDEN PRAIRIE, MN 55434
(952) 930-9298
WWW.DESIGN1PFC.COM

VERIZON WIRELESS
18001 BUSH LAKE ROAD
BLOOMINGTON, MN 55438
(612) 720-0052

PROJECT
20141112995

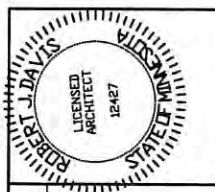
MINC
BALROG

IDEAL AVENUE
LAKE ELMO, MN 55042

SHEET CONTENTS:
CONTACTS
ISSUE SUMMARY
SHEET INDEX
OVERALL SITE PLAN
ENLARGED SITE PLAN
COAX AND ANTENNA KEY
TOWER ELEVATION
TRANSVERSE SECTION
LONGITUDINAL SECTION
GENERATOR DETAIL
CABLE BRIDGE DETAILS
MISC. DETAILS
OUTLINE SPECIFICATIONS
GROUNDING NOTES AND DETAILS
GROUNDING PLAN
UTILITY PLAN, NOTES, AND DETAILS
STRUCTURAL PLANS AND DETAILS
SURVEY

DRAWN BY: STACEY R. L.
CHECKED BY: STACEY R. L.
DATE: 02-10-15
REV. A: 05-13-15
REV. B: 08-01-15

GENERATOR TYPE:
DIESEL



I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly Licensed Architect under the laws of the State of Minnesota.
ROBERT J. DAVIS, No. 12427
Date: 06-04-15

DESIGN 1
ROBERT J. DAVIS, AIA
ARCHITECT
6973 VALLEY VIEW RD.
SUITE 100
MINNEAPOLIS, MN 55424
WWW.DESIGN1P.COM

VERIZON WIRELESS
1801 BUSH LAKE ROAD
BLOOMINGTON, MN 55408
(612) 750-0052

PROJECT
20141112995

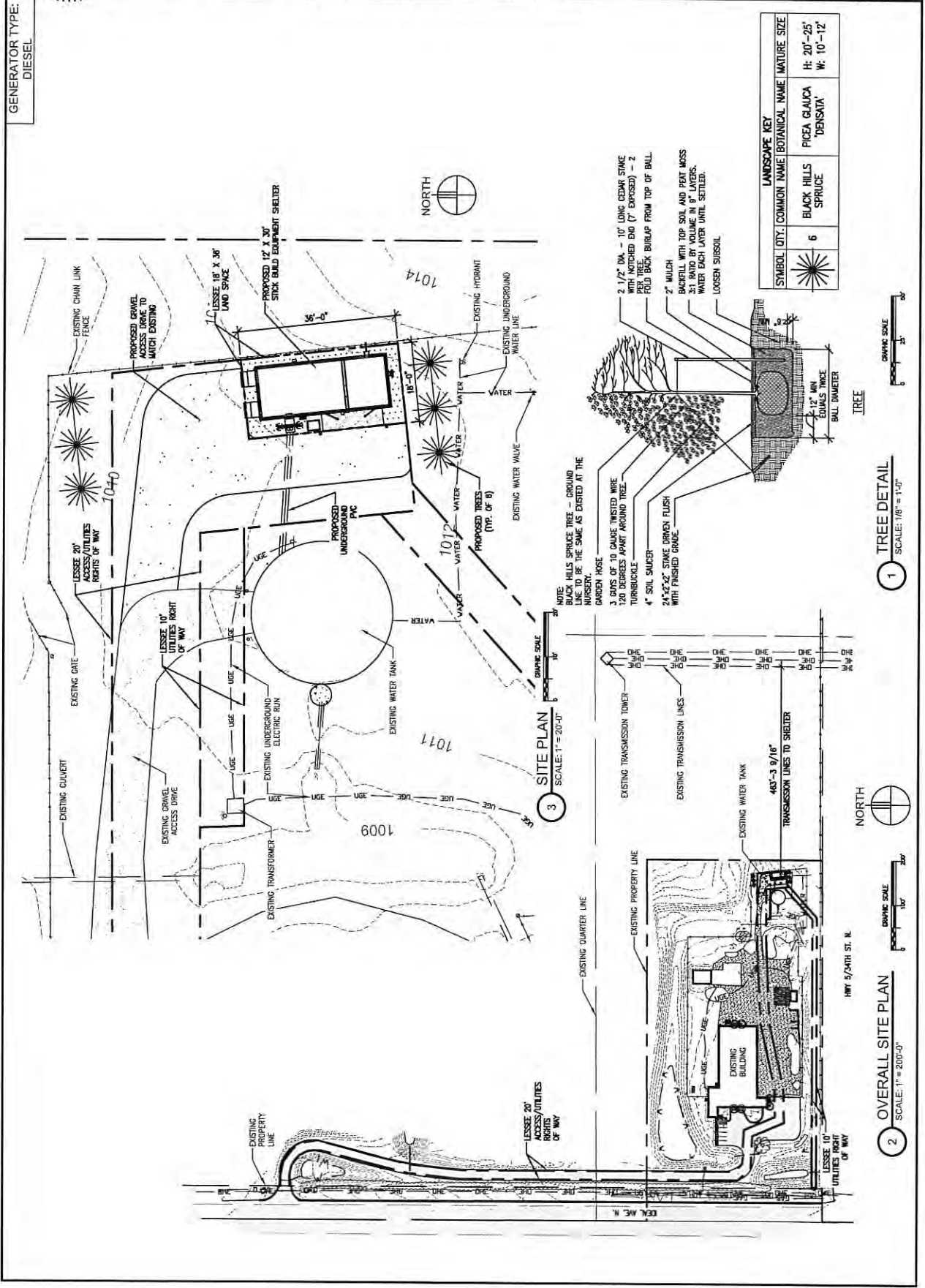
MINC
BALROG

IDEAL AVENUE
LAKE ELMO, MN 55042

SHEET CONTENTS:
OVERALL SITE PLAN
SITE PLAN
LANDSCAPE PLAN

DRAWN BY:	STACEY R.
DATE:	02-10-15
CHECKED BY:	COB
REV. A	05-13-15
REV. B	06-04-15

A-1



3 SITE PLAN
SCALE: 1" = 20'-0"

1 TREE DETAIL
SCALE: 1/8" = 1'-0"

2 OVERALL SITE PLAN
SCALE: 1" = 200'-0"

SYMBOL	QTY.	COMMON NAME	BOTANICAL NAME	MATURE SIZE
	6	BLACK HILLS SPRUCE	PICEA GLAUCA 'DENSATA'	H: 20'-25' W: 10'-12'

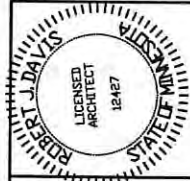
NOTE:
BLACK HILLS SPRUCE TREE - GROUND
BUILT FOR THE SAME AS EXISTING AT THE
HURSTY GARDEN HOUSE
3.0X5 OF 10 GAUGE TWISTED WIRE
120 DEGREES AWAY AROUND TREE
TURNBUCKLE
4" SOIL SAUCER
24"x24" STAKE DRIVEN FLUSH
WITH FINISHED GRADE.

2 1/2" DIA. - 10' LONG CEDAR STAKE
WITH NOTCHED END (7' EXPOSED) - 2
PER TREE.
RUD BACK BURUP FROM TOP OF BALL
2" MULCH
BACKFILL WITH TOP SOIL AND PEAT MOSS
3:1 RATIO BY VOLUME IN 8" LAYERS.
WATER EACH LAYER UNTIL SETTLER.
LOOSEN SUBSOIL

TREE

NORTH

HWY 5/4TH ST. N.



I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly Licensed Architect under the laws of the State of Minnesota.
ROBERT J. DAVIS, Inc., No. 12427

Robert J. Davis
Signature
09-04-15
Date

DESIGN
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9773 VALLEY VIEW RD.
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VERIZON WIRELESS
1801 BUSH LAKE TRAIL
BLOOMINGTON, MN 55426
(612) 720-0952

PROJECT
20141112995

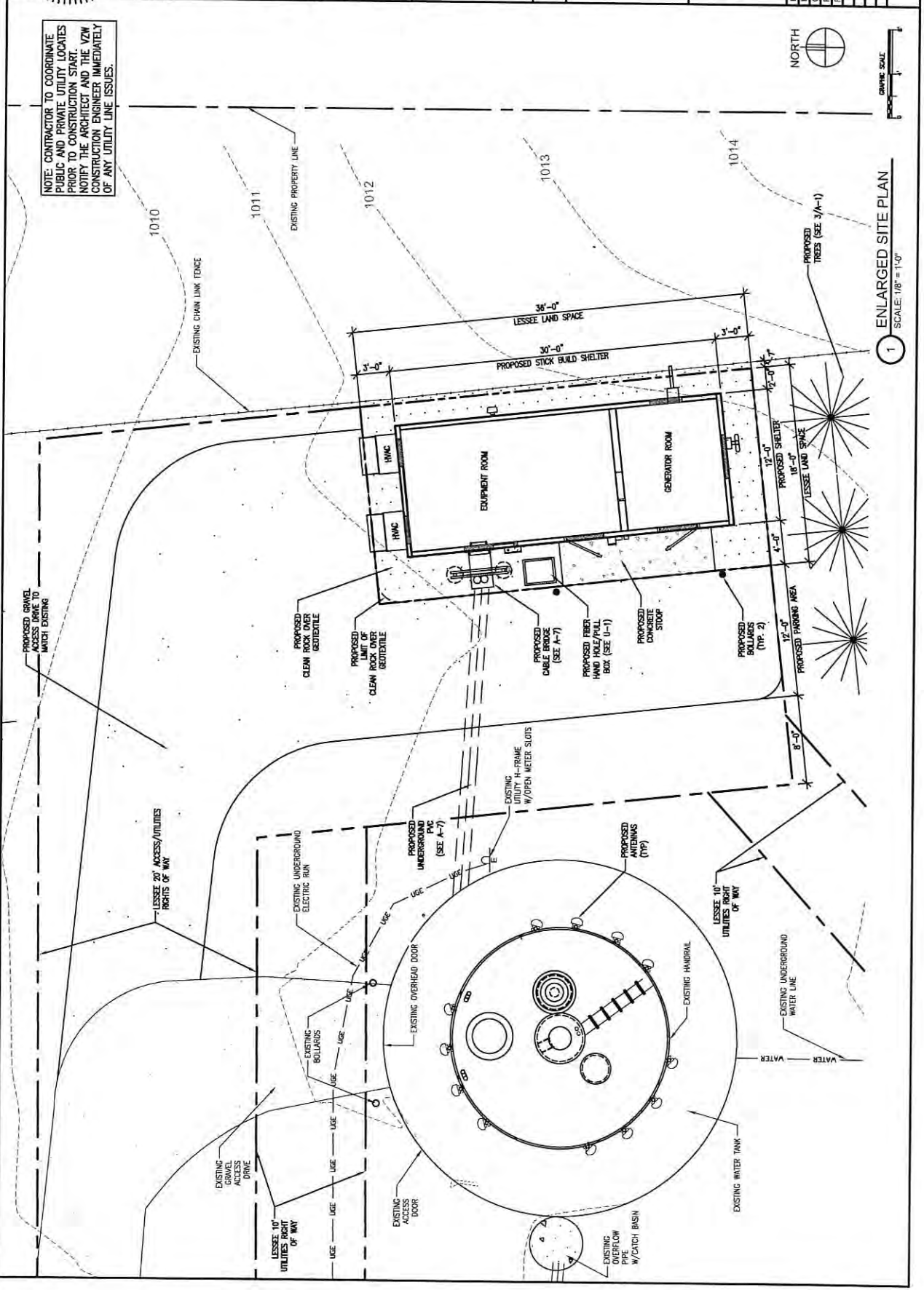
MINC
BALROG

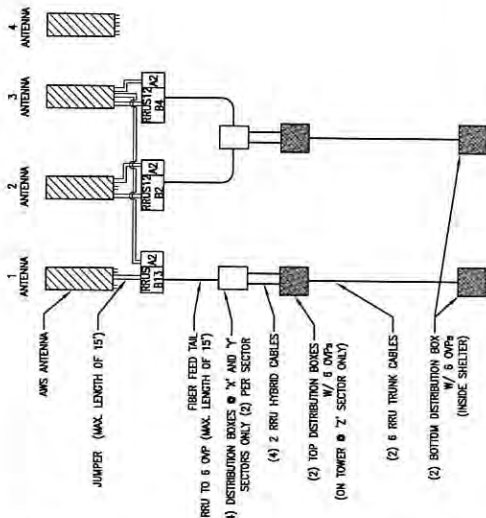
IDEAL AVENUE
LAKE ELMO, MN 55042

SHEET CONTENTS:
ENLARGED SITE PLAN

DRAWN BY:	STACEY R.
DATE:	02-10-15
CHECKED BY:	COB
REV. A	05-13-15
REV. B	06-04-15

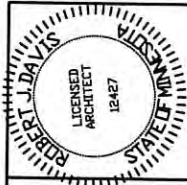
A-2





ANTENNA KEY										COAX KEY									
AZIMUTH	POSITION	FUNCTION	MANUFACTURER	MODEL	MOD TYPE	ANTENNA LENGTH	ANTENNA CENTER	ELIG. DOWNLVL	MCH. DOWNLVL	QTY	COAX TYPE	MANUFACTURER	MODEL	SELECTING	DIMENSION (INCH)	RUN	FEED		
X SECTOR	344°	1.1	TX/RX	XTQAP-85-885-V	SPARE	96"	130.5'	126.5'	0'	0									
	344°	1.2	2ND PORT	TX/RX1	SPARE														
	344°	1.3	TX/RX	TX/RX	SPARE														
	344°	1.4	TX/RX	TX/RX	SPARE														
	344°	1.5	TX/RX	TX/RX	SPARE														
	344°	1.6	TX/RX	TX/RX	SPARE														
	344°	2.1	TX/RX	XTQAP-85-885-V	PCS-445	96"	130.5'	126.5'	0'	0									
	344°	2.2	TX/RX	2ND PORT	PCS-45														
	344°	2.3	TX/RX	3RD PORT	PCS-45														
	344°	2.4	TX/RX	4TH PORT	PCS-45														
	344°	2.5	RX2	5TH PORT	PCS-45														
	344°	2.6	RX3	6TH PORT	PCS-45														
	344°	3.1	TX/RX	XTQAP-85-885-V	AWG-45	96"	130.5'	126.5'	0'	0									
	344°	3.2	TX/RX	2ND PORT	AWG-45														
	344°	3.3	RX2	3RD PORT	AWG-45														
Y SECTOR	344°	3.4	TX/RX	TX/RX	SPARE														
	344°	3.5	RX2	4TH PORT	AWG-45														
	344°	3.6	RX3	5TH PORT	AWG-45														
	344°	4.1	TX/RX	XTQAP-85-885-V	SPARE	96"	130.5'	126.5'	0'	0									
	344°	4.2	TX/RX	2ND PORT	SPARE														
	344°	4.3	TX/RX	3RD PORT	SPARE														
	344°	4.4	TX/RX	4TH PORT	SPARE														
	344°	4.5	TX/RX	5TH PORT	SPARE														
	344°	4.6	TX/RX	6TH PORT	SPARE														
	344°	5.1	TX/RX	XTQAP-85-885-V	PCS-45	96"	130.5'	126.5'	0'	0									
	344°	5.2	TX/RX	2ND PORT	PCS-45														
	344°	5.3	TX/RX	3RD PORT	PCS-45														
	344°	5.4	TX/RX	4TH PORT	PCS-45														
	344°	5.5	RX2	5TH PORT	PCS-45														
	344°	5.6	RX3	6TH PORT	PCS-45														
Z SECTOR	224°	1.1	TX/RX	XTQAP-85-885-V	SPARE	96"	130.5'	126.5'	0'	0									
	224°	1.2	TX/RX	2ND PORT	SPARE														
	224°	1.3	TX/RX	3RD PORT	SPARE														
	224°	1.4	TX/RX	4TH PORT	SPARE														
	224°	1.5	TX/RX	5TH PORT	SPARE														

	<p>I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer in the State of Minnesota.</p> <p>ROBERT J DAVIS, Reg. No. 12427</p> <p><i>Robert J. Davis</i></p> <p>06-04-15 Date</p>	<p>DESIGN</p> <p>ROBERT J DAVIS, MA ARCHITECT EDEN VIEW RD. EDEN PRAIRIE, MN 55034 (952) 804-2999 WWW.DESIGNJEP.COM</p>	<p>VERIZON WIRELESS</p> <p>VERIZON WIRELESS 1000 VERIZON CENTER BLOOMINGTON, MN 55408 (612) 724-0552</p>	<p>PROJECT 20141112995</p> <p>MINC</p> <p>BALROG</p>	<p>IDEAL AVENUE LAKE ELMO, MN 55042</p>	<p>SHEET CONTENTS:</p> <p>TOWER ELEVATION COAX & ANTENNA KEY GPS DETAIL & ELEVATION ANTENNA MOUNTING DETAIL COAX ENTRY DETAIL</p>	<p>DRAWN BY: STACEY R. DATE: 02-10-15 CHECKED BY: COB REV. A 05-12-15 REV. B 06-04-15</p>	<p>A-3</p>
---	---	--	---	--	---	--	---	-------------------



I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly registered architect under the laws of the State of Minnesota.
ROBERT J. DAVIS, Reg. No. 12427

Signature: *Robert J. Davis*
Date: 06-04-15

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**VERIZON
WIRELESS**
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EDEN PRAIRIE, MN 55344
(952) 720-0652

PROJECT
20141112995

MINC
BALROG

IDEAL AVENUE
LAKE ELMO, MN 55042

SHEET CONTENTS:
TOWER ELEVATION
ANTENNA MOUNTING DETAIL
OVERALL WATER TANK PLAN
MISC. PHOTOS

DRAWN BY: STACEY R.
DATE: 02-10-15
CHECKED BY: CDB
REV. A 05-13-15
REV. B 06-04-15

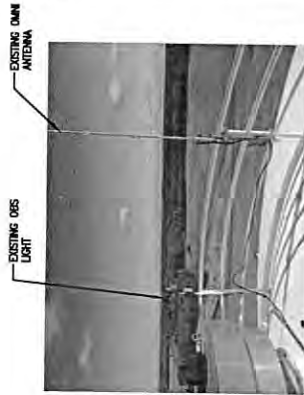
A-4



5 EXISTING WATER TANK
LOOKING EAST



4 EXISTING CONDUIT ENTRY
INSIDE OF WATER TANK

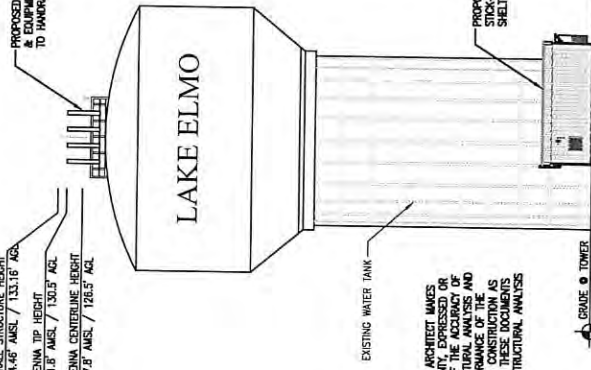


6 EXISTING EQUIPMENT ON TOWER
TOP OF TANK

NOTE: CONTRACTOR TO OBTAIN CURRENT
FINAL SDF & FAA DETERMINATION FROM VZM
PRIOR TO CONSTRUCTION COMMENCEMENT

OVERALL STRUCTURE HEIGHT / 131.16' AGL
ANTENNA TIP HEIGHT / 130.3' AGL
ANTENNA CENTERLINE HEIGHT / 126.5' AGL

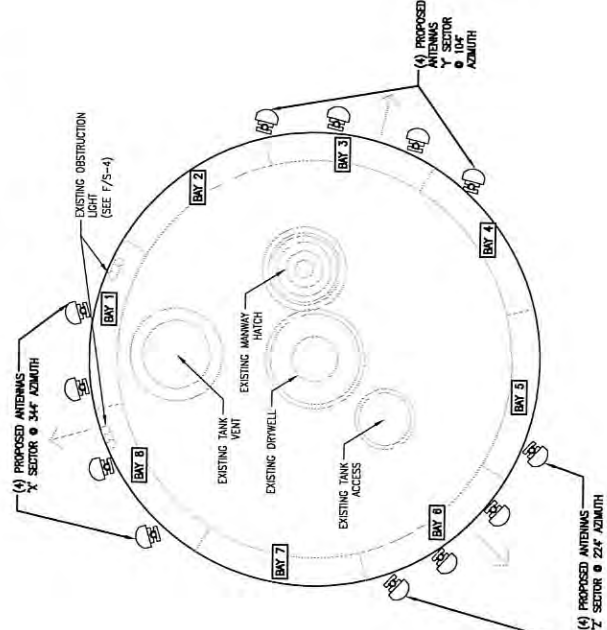
PROPOSED ANTENNAS
TO BE MOUNTED
TO HANGAR



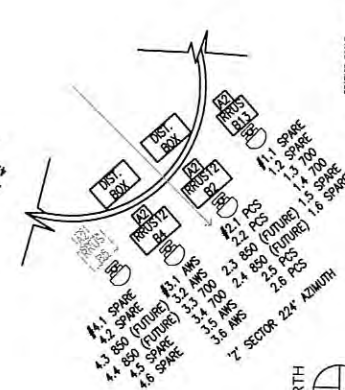
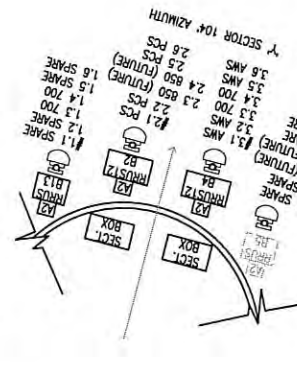
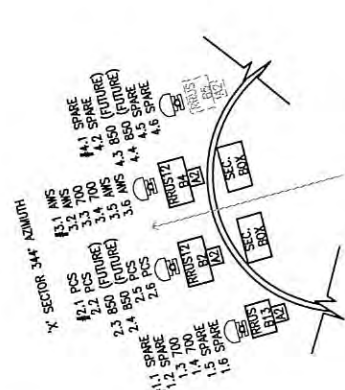
NOTE: THE ARCHITECT MAKES
NO WARRANTY, EXPRESSED OR
IMPLIED, OF THE ACCURACY OF
THE STRUCTURAL ANALYSIS AND
DESIGN. THE CONTRACTOR SHALL
OBTAIN ALL NECESSARY
COMPLETED CONSTRUCTION
SHOWN ON THESE DOCUMENTS
AND THE STRUCTURAL ANALYSIS

NOTE: FENCE NOT SHOWN FOR CLARITY

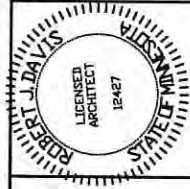
1 EAST ELEVATION
SCALE: 1" = 30'



2 OVERALL WATER TANK PLAN
SCALE: 3/32" = 1'-0"



3 ANTENNA MOUNTING DETAIL
SCALE: 3/16" = 1'-0"



I hereby certify that this work 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.
ROBERT J. DAVIS, P.E., No. 11227

Signature: *Robert J. Davis*
Date: 05-04-15

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VERIZON WIRELESS
1000 BALCONY BLVD.
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(612) 720-0022

PROJECT
2014117295

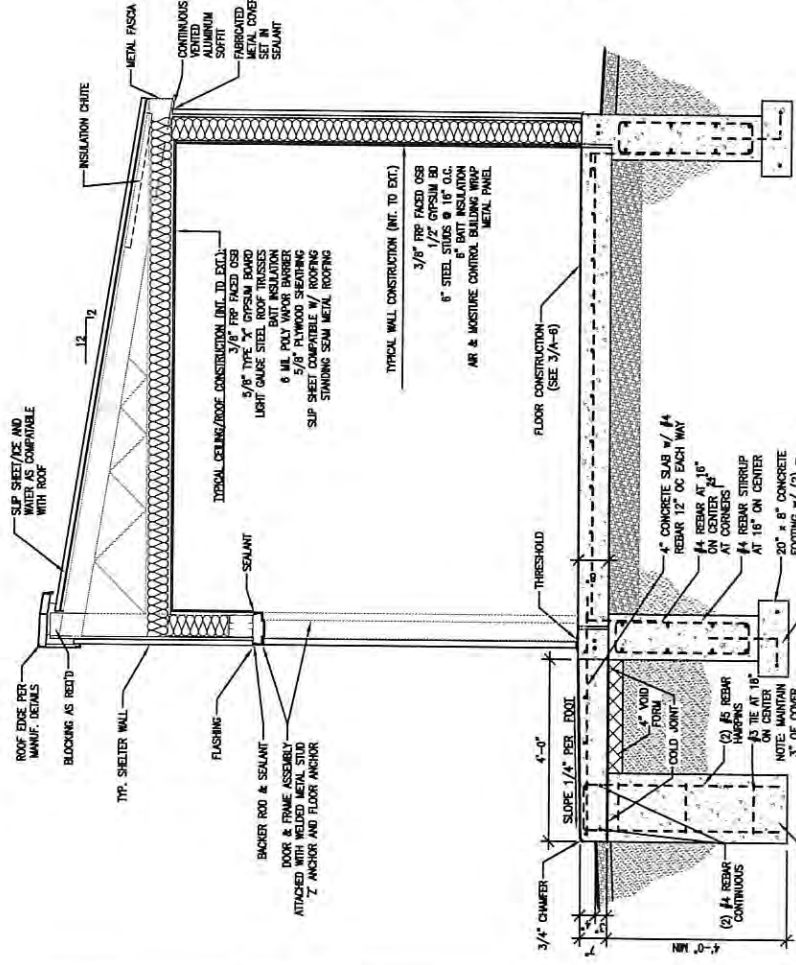
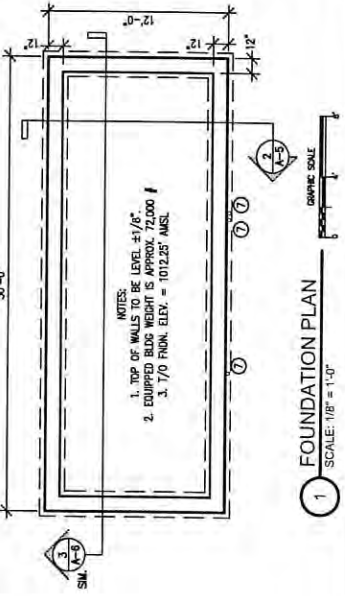
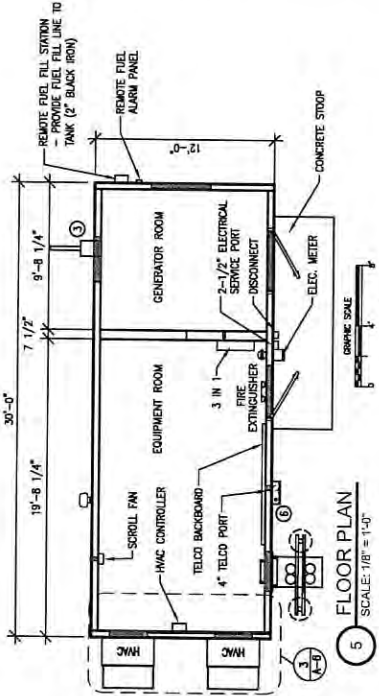
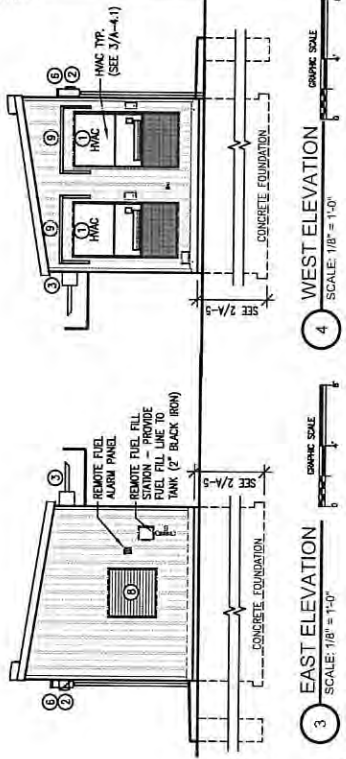
MINC
BALROG

IDEAL AVENUE
LAKE ELMO, MN 55042

SHEET CONTENTS:
CABLE BRIDGE SECTION
DRIVEWAY SECTION
MISC. DETAILS

DRAWN BY: STACEY Z.
DATE: 02-10-15
CHECKED BY: GDB
REV. A: 05-13-15
REV. B: 06-04-15

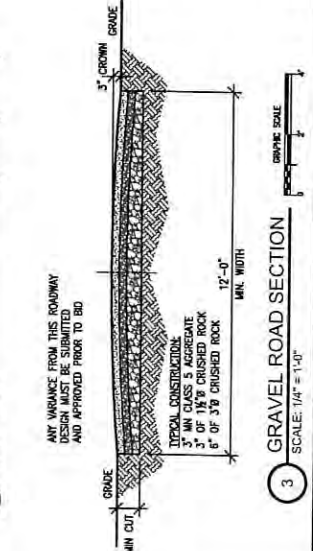
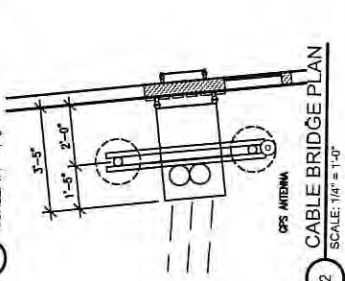
A-5

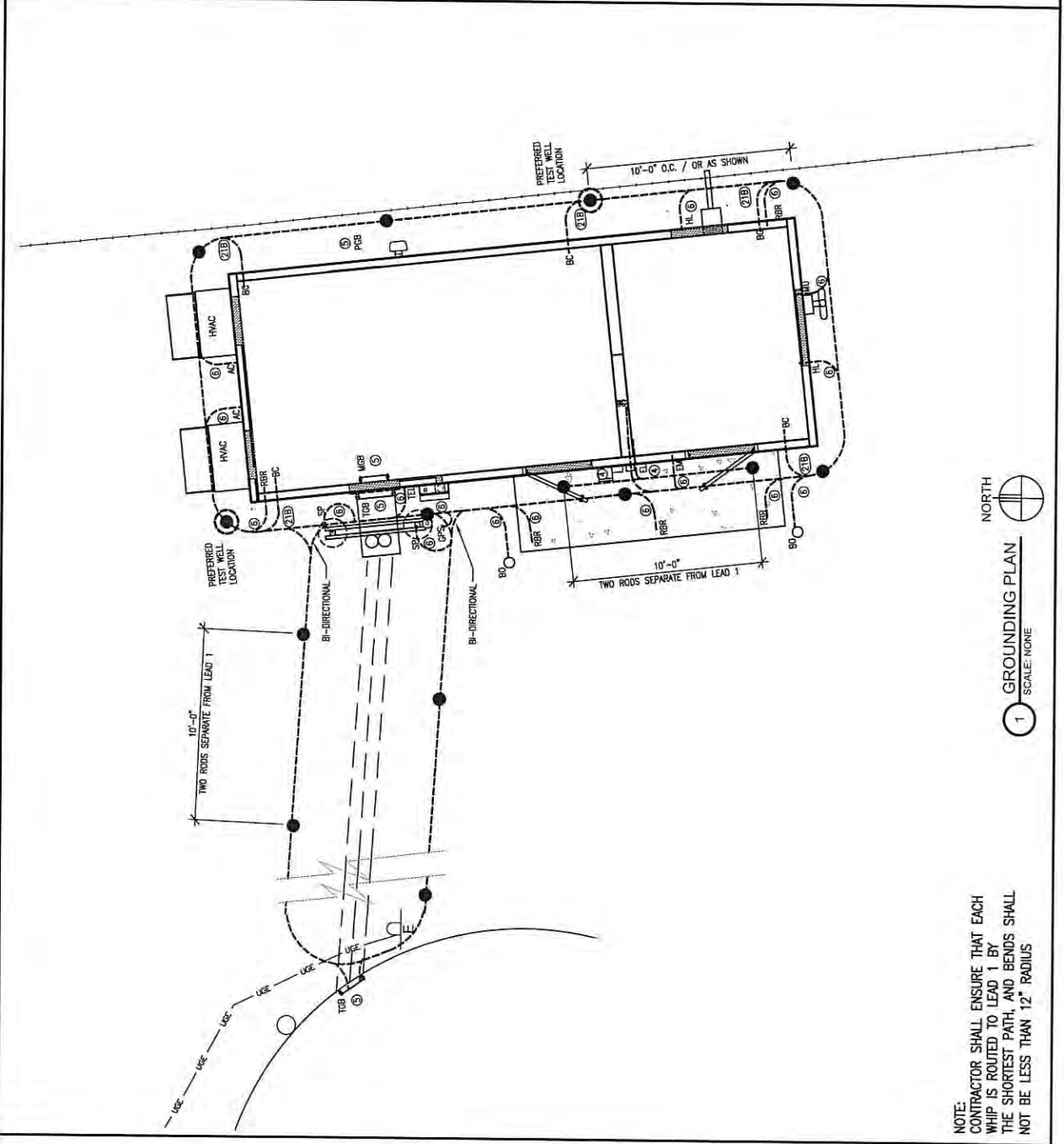


- FIELD-APPLIED ITEMS**
- ① HVAC UNIT (2)
 - ② EXTERIOR LIGHT FIXTURE (2)
 - ③ GENERATOR MUFFLER
 - ④ BUS BAR
 - ⑤ HVAC FILTER HOOD
- CONTRACTOR-FURNISHED ITEMS**
- ⑥ POLYCARBONATE ENCLOSURE (18 x 16 x 10")
 - ⑦ PVC CONDUIT & FITTINGS
 - ⑧ 36" x 36" ALUMINUM COVERS
 - ⑨ HVAC ICE SHIELD
 - ⑩ NOT USED



- | FIELD-APPLIED ITEMS | | CONTRACTOR-FURNISHED ITEMS | |
|--------------------------|--|------------------------------------|--|
| ① HVAC UNIT (2) | ⑥ POLYCARBONATE ENCLOSURE
(18" x 18" x 10") | ⑦ PVC CONDUIT & FITTINGS | |
| ② EXTERIOR LIGHT FIXTURE | | ⑧ 3/8" x 36" ALUMINUM LAMINETS (2) | |
| ③ GENERATOR MUFFLER | | ⑨ HVAC ICE SHIELD | |
| ④ BLESS BAR | | ⑩ NOT USED | |
| ⑤ HVAC FILTER HOOD | | | |

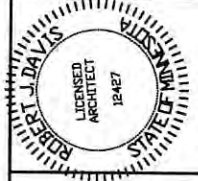




NOTE:
CONTRACTOR SHALL ENSURE THAT EACH
WHIP IS ROUTED TO LEAD 1 BY
THE SHORTEST PATH, AND BENDS SHALL
NOT BE LESS THAN 12" RADIUS



1 GROUNDING PLAN
SCALE: NONE



ROBERT J. DAVIS ARCHITECT
12427
ST. LOUIS, MISSOURI

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 in the State of Minnesota.
ROBERT J. DAVIS, Reg. No. 12627

05-04-15
Date

DESIGN 1

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VERIZON WIRELESS

MINC
BALROG

PROJECT
2014112995

IDEAL AVENUE
LAKE ELMO, MN 55042

SHEET CONTENTS:
GROUNDING PLAN
GROUNDING DETAILS

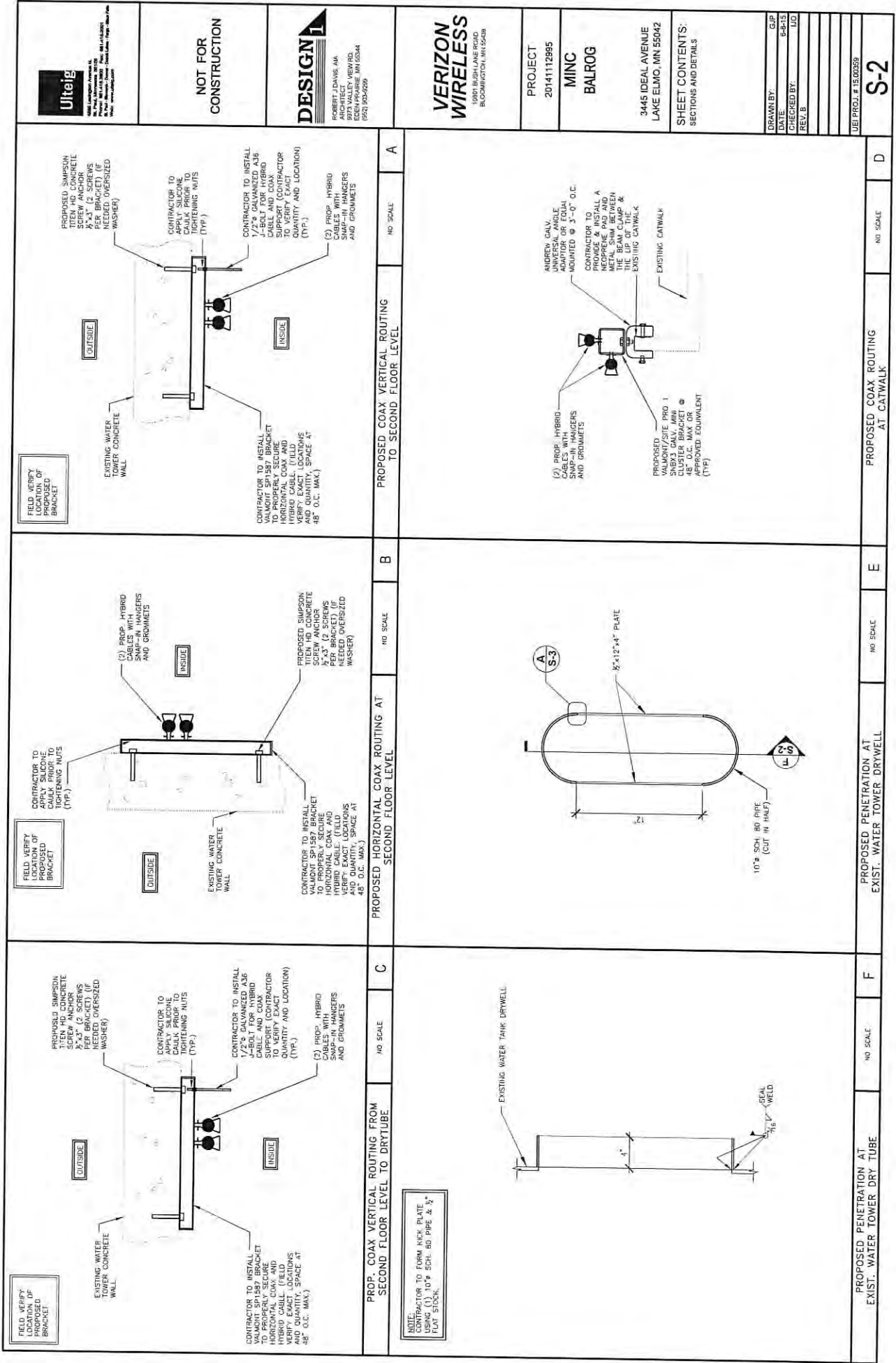
DRAWN BY: STACEY R.
DATE: 02-10-15
CHECKED BY: COB
REV. A: 05-13-15
REV. B: 06-04-15

G-2

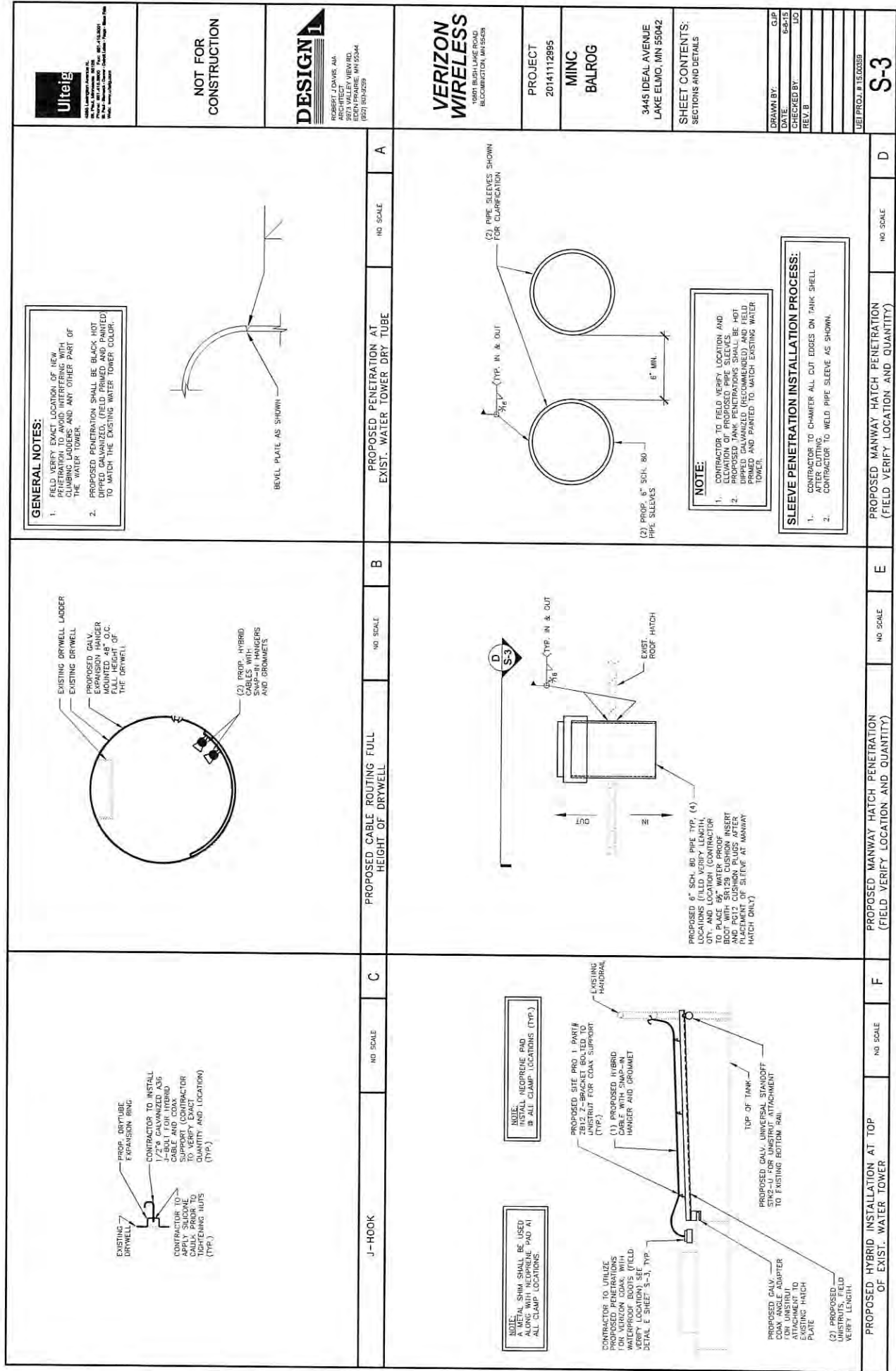
1 GROUND ROD DETAIL
SCALE: 1/2" = 1'-0"

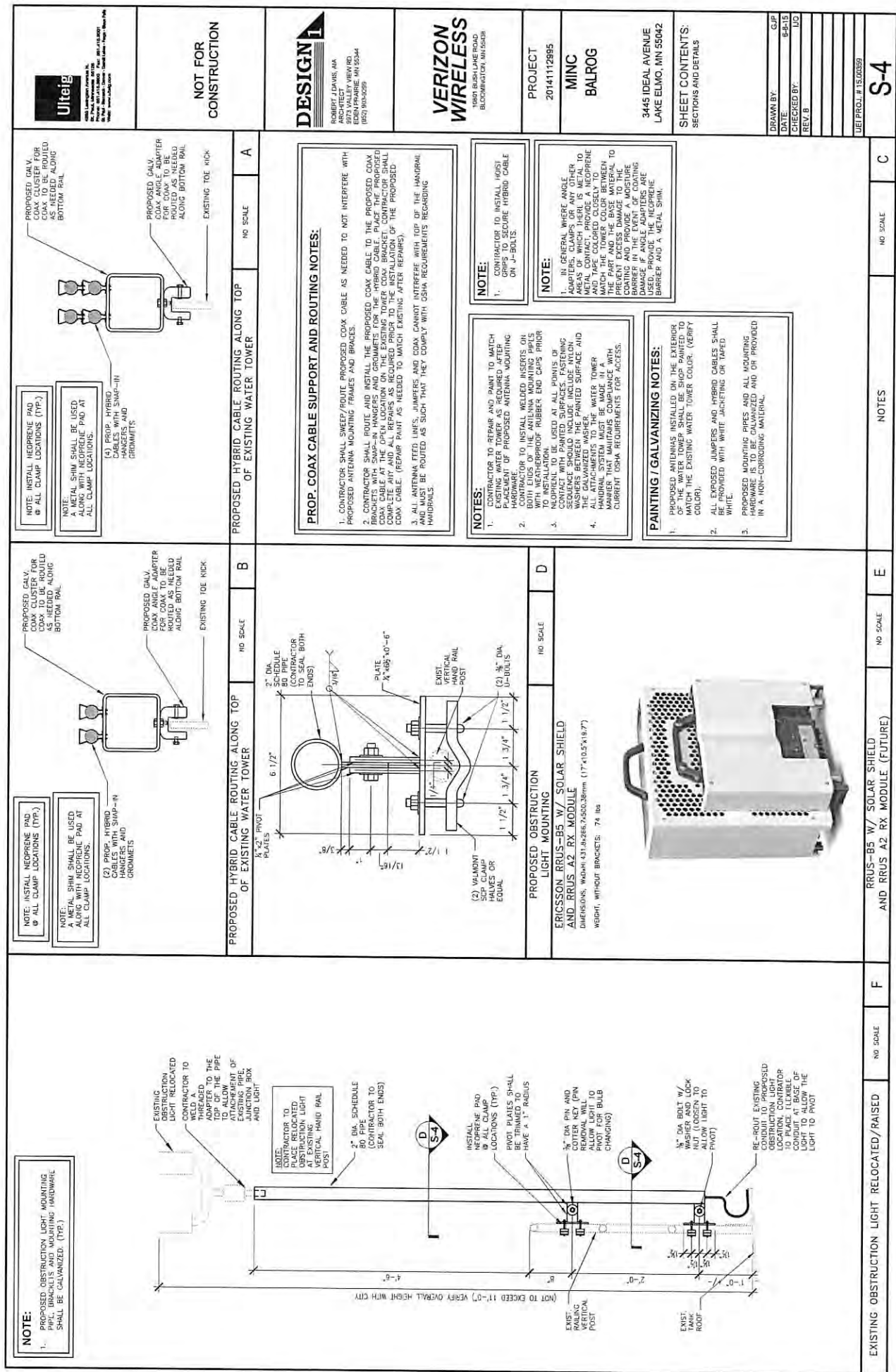
2 TEST WELL DETAIL
SCALE: 3/4" = 1'-0"

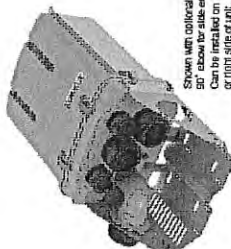
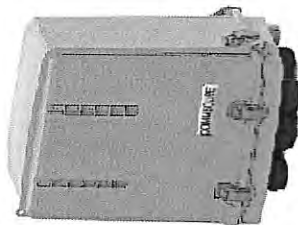


3 REBAR GROUNDING
SCALE: 3/8" = 1'-0"

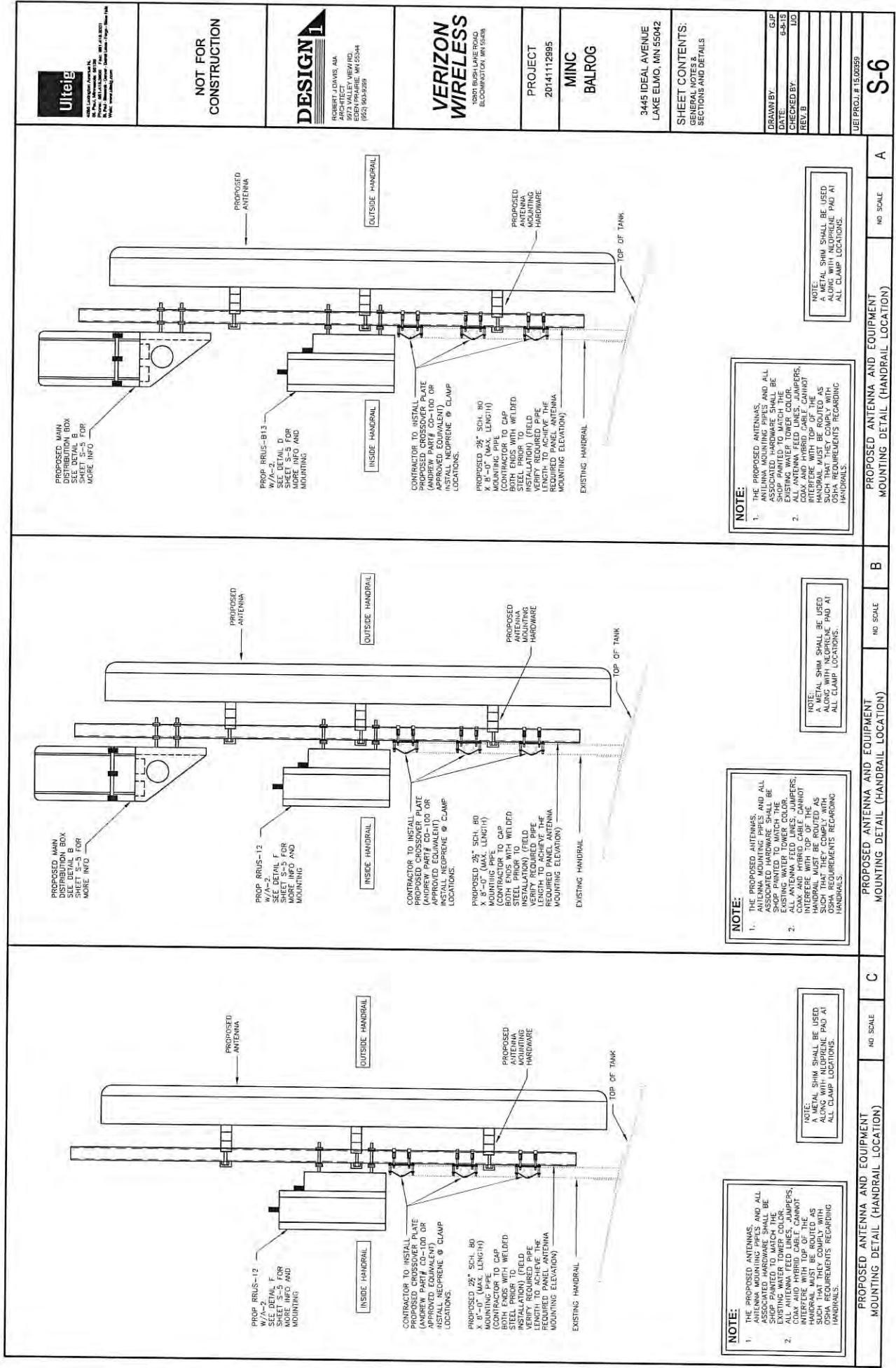


NOTE:
CONTRACTOR TO FORM KICK PLATE
USING 1/2" x 10" x 8" SCH. 80 PIPE & 1/2"
FLAT STOCK.





<div>Ulteig</div> <div>1000 Bush Lake Road Bloomington, MN 55008 Phone: 612-415-0000 Fax: 612-415-0001 www.ulteig.com</div>	NOT FOR CONSTRUCTION	<div>DESIGN 1</div> <div>ROBERT J. DAVIS, AIA ARCHITECT 1000 BUSH LAKE ROAD BLOOMINGTON, MN 55008 (612) 603-9299</div>	<div>VERIZON WIRELESS</div> <div>1000 BUSH LAKE ROAD BLOOMINGTON, MN 55008</div>	PROJECT 2014112995	MINC BALROG	3445 IDEAL AVENUE LAKE ELMO, MN 55042	SHEET CONTENTS: SECTIONS AND DETAILS	DRAWN BY: GJP DATE: 6-8-15 CHECKED BY: TJD REV. B	LEI PROJ. # 15-00359	S-5
<div>RxxDC-3315-PF-48</div> <div>DIMENSIONS: WIDTH: 400x275x564mm (15.73"x10.25"x22.08") WEIGHT, WITH BRACKETS: 27 lbs</div> <div><p>Mounting brackets include: - Screws with colored - 3/8" hex bolts - Can be installed on left - or right side of unit.</p></div>	MAIN DISTRIBUTION BOX (TOP)	NO SCALE	B	PROPOSED MAIN DISTRIBUTION BOX/ SECTOR BOX MOUNTING HARDWARE	NO SCALE	<div>ERICSSON RRUS-B13 W/ SOLAR SHIELD AND RRUS A2 RX MODULE</div> <div>DIMENSIONS: WIDTH: 432x183x501mm (17"x7"x19.7") WEIGHT, WITHOUT BRACKETS: 80 lbs</div> <div></div>	RRUS-B13 W/ SOLAR SHIELD AND RRUS A2 RX MODULE	NO SCALE	D	
<div>ERICSSON RRUS-12 W/ SOLAR SHIELD AND RRUS A2 RX MODULE</div> <div>DIMENSIONS: WIDTH: 476x275x501mm (18.55"x10.8"x20.35") WEIGHT, WITHOUT BRACKETS: 80 lbs</div> <div></div>	NOT USED	NO SCALE	C			<div>RRUS-12 W/ SOLAR SHIELD AND RRUS A2 RX MODULE</div>			F	
<div>RRUS-12 W/ SOLAR SHIELD AND RRUS A2 RX MODULE</div>	RRUS-12 W/ SOLAR SHIELD AND RRUS A2 RX MODULE MOUNTING	NO SCALE	E			<div>RRUS-B13 W/ SOLAR SHIELD AND RRUS A2 RX MODULE</div>			E	
<div>RRUS-B13 W/ SOLAR SHIELD AND RRUS A2 RX MODULE</div>	RRUS-B13 W/ SOLAR SHIELD AND RRUS A2 RX MODULE MOUNTING	NO SCALE	F						F	



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VERIZON WIRELESS
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BLOOMINGTON, MN 55465

PROJECT
20141112895

MINC
BALROG

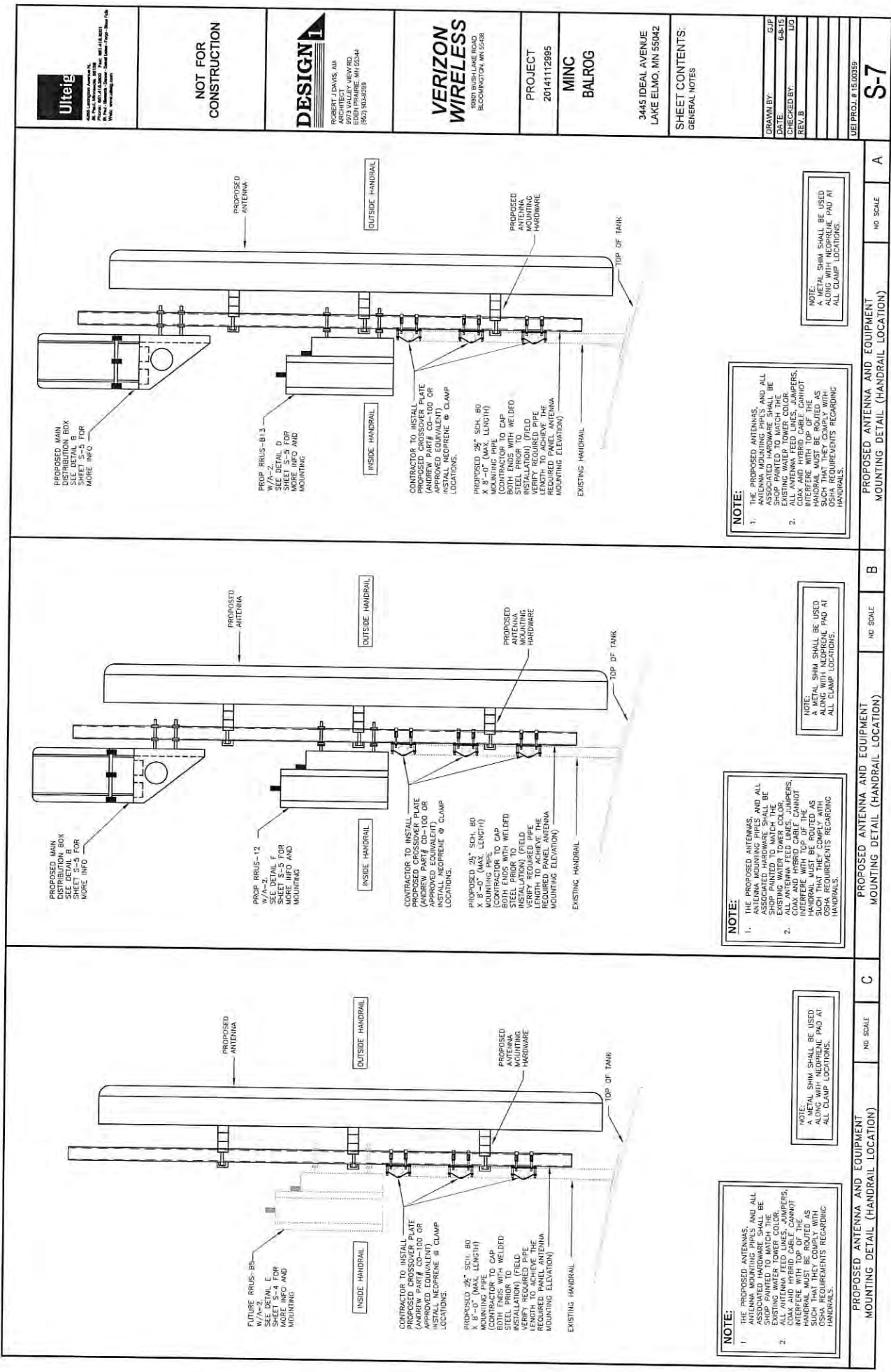
3445 IDEAL AVENUE
LAKE ELMO, MN 55042

SHEET CONTENTS:
GENERAL NOTES
SECTION AND DETAILS

DRAWN BY	GJP
DATE	8-5-13
CHECKED BY	LD
REV B	

LET PROJ. # 15-00559

S-6



Ulteig
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NOT FOR CONSTRUCTION

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VERIZON WIRELESS
1800 BUSH LAKE ROAD
ECONOMY, MN 55008

PROJECT
2014112395

MINC BALROG

3445 IDEAL AVENUE
LAKE ELMO, MN 55042

SHEET CONTENTS
GENERAL NOTES

DRAWN BY: GJP
CHECKED BY: JLD
REV: B

UB PROJ # 15-00359

S-7

NO SCALE

PROPOSED ANTENNA AND EQUIPMENT MOUNTING DETAIL (HANDRAIL LOCATION)

A

<div><div>Ulteig</div><div>3445 IDEAL AVENUE LAKE ELMO, MN 55042 PHONE: 952.462.2200 FAX: 952.462.2201 WWW.ULTEIG.COM</div></div>	<div>NOT FOR CONSTRUCTION</div>	<div>DESIGN 1</div> <div>ROBERT J. DAVIS, AIA ARCHITECT 10801 BUSH LANE ROAD BLOOMINGTON, MN 55438 (952) 904-3299</div>	<div>VERIZON WIRELESS</div> <div>10801 BUSH LANE ROAD BLOOMINGTON, MN 55438</div>	<div>PROJECT 20141112895</div>	<div>MISC BALROG</div>	<div>3445 IDEAL AVENUE LAKE ELMO, MN 55042</div>	<div>SHEET CONTENTS: GENERAL NOTES</div>	<div>DRAWN BY: GJP DATE: 8-8-15 CHECKED BY: UO REV: B</div>	<div>UET PROJ. # 15-00559</div>	<div>S-8</div>	
<div><div>DESIGN LOADS</div><div>A. WIND LOAD (PER ASCE 7) 1. WIND SPEED (PER ASCE 7) 2. DUST EFFECT FACTOR = 1.0 3. FORCE COEFFICIENT = 1.0</div><div>CODES</div><div>A. INTERNATIONAL BUILDING CODE - 2006 B. STATE OF MINNESOTA BUILDING CODE - 2007 C. ASCE 7 - 2005 D. ASCE 100-05</div></div> <div><div>STRUCTURAL STEEL</div><div>A. DESIGN CODE</div><div>1. "SPECIFICATION FOR THE DESIGN, FABRICATION, AND ERECTION OF STRUCTURAL STEEL FOR BUILDINGS" (AISC), LATEST EDITION. 2. "STEEL CONSTRUCTION MANUAL (AISC), LATEST EDITION, MATERIALS." 3. "WIDE FLANGE SHAPES - ASTM A992 (Fy = 50 KSI)" 4. "HOLLOW STRUCTURAL SECTIONS (HSS) - ASTM A500, GR. B (Fy=46 KSI)" 5. "STEEL - ASTM A36, GRADE B (Fy = 36 KSI)" 6. "WELDING ELECTRODES - ASTM E70, E70T, E70T4 SERIES." 7. "WELDING ELECTRODES - ASTM A36, GRADE B (Fy = 36 KSI)" 8. "WELDING ELECTRODES - ASTM A36, GRADE B (Fy = 36 KSI)" 9. "WELDING ELECTRODES - ASTM A36, GRADE B (Fy = 36 KSI)" 10. "WELDING ELECTRODES - ASTM A36, GRADE B (Fy = 36 KSI)"</div><div>B. INSTALLATION NOTES</div><div>1. SHOP AND FIELD WELDING IS TO BE PER AWS D1.1, LATEST EDITION. ALL WELDING SHALL BE PERFORMED BY CERTIFIED WELDERS ONLY. THE STEEL SUPPLIER IS TO PROVIDE ALL PLATES, STIFFENERS, SPICES, AND CONNECTIONS UNLESS DETAILED ON THE DRAWINGS. THE STEEL SUPPLIER IS TO PROVIDE ALL BOLTS AND NUTS FOR REQUIRED "TOSHA" CONNECTIONS.</div><div>C. STRUCTURAL STEEL TESTING-- THE OWNER, AT HIS OWN EXPENSE, SHALL EMPLOY THE SERVICES OF AN INDEPENDENT TESTING AGENCY TO TEST THE FOLLOWING:</div><div>1. SHOP FABRICATED WORK: PERFORM TESTS NOTED ABOVE. EXCEPT SHOP TESTING MAY BE REDUCED OR DELETED IF THE FABRICATION SHOP SATISFIES THE QUALITY CERTIFICATION PROGRAM OF AISC FOR TESTING. ANY TESTING SHALL BE PERFORMED BY A MORE STRINGENT CRITERIA, AND THE BUILDING OFFICIAL AND THE STRUCTURAL ENGINEER OF RECORD.</div><div>2. WELDING, AS FOLLOWS:</div><div>FILLET WELDS: VISUALLY INSPECT 100% OF ALL FILLET WELDS FOR SIZE, LENGTH, AND QUALITY PER AWS D1.1.</div><div>PARTIAL PENETRATION WELDS: TEST 100% OF ALL PARTIAL PENETRATION WELDS EXCLUDING 5/16 INCH USING A MAGNETIC PARTICLE TESTING METHOD. TEST 25% OF ALL FULL PENETRATION WELDS EXCLUDING 5/16 INCH USING A MAGNETIC PARTICLE TESTING METHOD. TEST 25% OF ALL FULL PENETRATION WELDS LESS THAN 5/16 INCH USING A MAGNETIC PARTICLE TESTER PER AWS D1.1 SECTION 6.1.1.1.</div><div>PROCEDURES AND PREPARATION: VERIFY THE FOLLOWING:</div><div>I. QUALIFICATIONS OF ALL WELDERS AS AWS CERTIFIED II. WELDING PROCEDURE SPECIFICATIONS (WPS) AS AWS APPROVED III. ADEQUATE PREHEAT OF FILLING SURFACES IV. PREHEAT AND INTERPASS TEMPERATURES OF STEEL V. WELDING TECHNIQUE VI. NUMBER OF PASSES VII. BACKER BARS ARE REMOVED AND EXPOSED SURFACE FILED CLEAN</div><div>3. ALL TESTING REPORTS SHALL BE SUBMITTED TO THE OWNER.</div><div><div>STRUCTURAL STEEL CONT.</div><div>E. STRUCTURAL STEEL GALVANIZING:</div><div>1. ALL STRUCTURAL STEEL SHALL BE HOT DIPPED GALVANIZED IN ACCORDANCE WITH ASTM A123. 2. ALL SURFACES TO BE WELDED SHALL BE STRIPPED OF GALVANIZING AND HOT DIPPED GALVANIZING PROTECTIVE COATING PRIOR TO WELDING TO ENSURE A QUALITY WELD. 3. ALL WELDED SURFACES SHALL BE PAINTED WITH MINIMUM ALL FIELD CUT SURFACES AND FIELD DRILLED HOLES SHALL BE PAINTED WITH MINIMUM TWO COATS OF COLD GALVANIZING PAINT.</div></div><div><div>GENERAL NOTES</div><div>A. VERIFY THESE PLANS AND SPECIFICATIONS, "OWNER" IMPACTS VERIZON WIRELESS.</div></div></div>											
<div><div>HANDRAIL MODIFICATION NOTES:</div><div>1. HANDRAIL MODIFICATIONS SHALL BE COMPLETED PRIOR TO THE INSTALLATION OF VERIZON'S PROPOSED ANTENNAS AND ASSOCIATED EQUIPMENT. 2. CONTRACTOR TO FIELD VERIFY POST LENGTHS AND ANGLES AT TOP AND BOTTOM OF PROPOSED VERTICAL POSTS TO MATCH EXISTING CONDITIONS. 3. CONTRACTOR TO PRIME AND PAINT PROPOSED VERTICAL POSTS TO MATCH EXISTING HANDRAIL COLOR. (FIELD VERIFY).</div></div> <div><div>EXISTING HORIZONTAL TOP RAIL PIPE</div><div>EXISTING HORIZONTAL MIDDLE RAIL PIPE</div><div>EXISTING HORIZONTAL BOTTOM RAIL PIPE</div><div>EXISTING TOE KICK PLATE</div><div>TOP OF TANK</div><div>CONTRACTOR TO FIELD VERIFY AND FIELD CUT ANGLE</div><div>INSIDE HANDRAIL</div><div>OUTSIDE HANDRAIL</div><div>PROPOSED VERTICAL POST (FIELD VERIFY LENGTH)</div><div>CONTRACTOR TO FIELD VERIFY AND FIELD CUT ANGLE TO MATCH EXISTING TOP OF TANK</div></div>											
HANDRAIL MODIFICATION DETAIL										NO SCALE	A

SITE SURVEY

PROPERTY DESCRIPTION:(per AMC Settlement Service Commitment No. 10B91372, dated January 30, 2015.)

All that parcel of land in Washington County, State of Minnesota, as more fully described in Deed Document No. 1163065, Cert. No. 81998, ID No. 16-029.21-32.001, being known as designated as follows:

that part of the Northwest Quarter of the Southwest Quarter of Section 15, Township 29 North, Range 21 West, Washington County, Minnesota described as follows:

[illegible]

This Parcel contains 7.484 Acres, more or less.

SCHEDULE "B" EXHIBITS:(per AMC Settlement Service Commitment No. 10891372, dated January 9, 2015.)

-7.) Not related to survey.

This is an exception for a Lis Pendens filed by the State of Minnesota in the District Court of the Tenth Judicial Circuit in the Matter of the Condemnation of Certain Lanes for Trunk Highway Purposes against numerous property owners, recorded October 13, 1965 as Document No. 247851 in Book 199 Mortgage, at Page 291.

This Document describes the condemnation of land for State Trunk Highway No. 5, The Right of Way for State Trunk Highway 5 as shown on the survey.

This is an exception for Application to Register Land in the matter of Ronald J. Blomquist, recorded April 12, 1986 as Document No. 251604 in Book 205 Mortgagees, at Page 91.
This Document is not shown on the survey.

Decree regarding the Application to Register Title by Ronald J. Blomquist recorded August 22, 1966 as Document No. 23843.

the document describes a 123' wide Transmission Line Easement. This Easement does not affect the surveyed area and it is shown on the survey.

Final Certificate regarding the application by Ronald J. Blomquist to register title recorded August 25, 1969 as Document No. 778,334.

13 from this Final Certificate is as shown on the survey.

This is an exception for easements reflected in the Decree in the Matter of the Application of Ronald J. Bianquist to Register Title, recorded August 22, 1966 as Document No. 23553. This Document describes a 125' wide Transmission Line Easement. This Easement does not affect the surveyed area and it is shown on the survey.

2.) Final Certificate in the Matter of the Condemnation of Certain Lands for Trunk Highway Purposes, recorded August 2, 1969 as Document No. 29016.

Drainage and Utility Easement granted to Washington County, dated August 19, 1997, and recorded August 22, 1997 on Document No. 940087.

This document describes a 30' wide Drainage and Utility Easement. This Easement does affect the surveyed area and is shown on the following:

(Id.) Highway easement granted to Washington County, dated August 21, 1997, and recorded August 22, 1997, at B. 1007, p. 10.

This Document describes a 50' wide Highway Easement. This Easement lies South of State Trunk Highway No. 5 and it does not affect the surveyed area and is not shown on the survey.

Highway easement granted to Washington County, dated August 19, 1997, and recorded August 22, 1997 on Document No. 943070. This Document describes a 75' wide and a 60' wide Highway Easement. The Easement does affect the surveyed area and is shown on the survey.

Washington County Highway Right of Way Plat No. 131, recorded May 15, 2001 as Document No. 1039432.

This Right of Way Plat does not affect the surveyed area and is not shown on the survey.

Temporary slope easement granted to Washington County, dated July 9, 2001, and recorded July 23, 2001 as Document No. 1101537. This Document describes a Temporary Slope Easement. This Easement expires October 31, 2002 and is not shown on the survey.

(b). Highway easement granted to Washington County, dated July 9, 2001, and recorded July 23, 2001 as Document No. 1101538.

Right of Way Plat No. 131. This Right of Way plat does not affect the surveyed area and is not shown on the survey.

Drainage and Utility Easement granted to Washington County, dated July 9, 2001, and recorded July 23, 2001 as Document No. 1101539.

This Document describes a Drainage and Utility Easement in the SW 1/4 of the SW 1/4 of Section 16. This Easement does not effect the surveyed area and is not shown on the survey.

21.) Not related to the survey.

Declaration of Restrictions and Covenants by 3M Company, dated June 10, 2005, and recorded December 9, 2005 as Document No. 118,508.3.

The Restricted Area covers the entire property. The restrictions are no drilling or placement of any wells. This Document is not shown on the survey.

(ii.) Declaration of Easement by 3M Company, dated June 10, 2005, and recorded December 9, 2005 as Document No. 1163064.

This document describes an Access Easement to get to the Parent Property. This Easement does affect the surveyed area and is shown on the survey.

This Document describes a 75' wide and a 60' wide Highway Easement. This is the same Document as in Item No. 10a. This Easement does affect the surveyed area and is shown on the survey.

.) Not related to the survey

.) Not related to the survey.

DESIGN

SITE NAME:
MINC BALROG
Washington County, MN

HEREBY CERTIFY THAT THIS DOCUMENT 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.

PRELIM.
SHAWN M. KUPCHO, L.S.

DATE: 4/30/15
SHAWN M. KUPCHO, L.S.
LICENSE # 49021

ALL SCALE ON 27"x34"
PLF SCALE ON 11"x17"

SHEET 1 OF 2 SHEETS

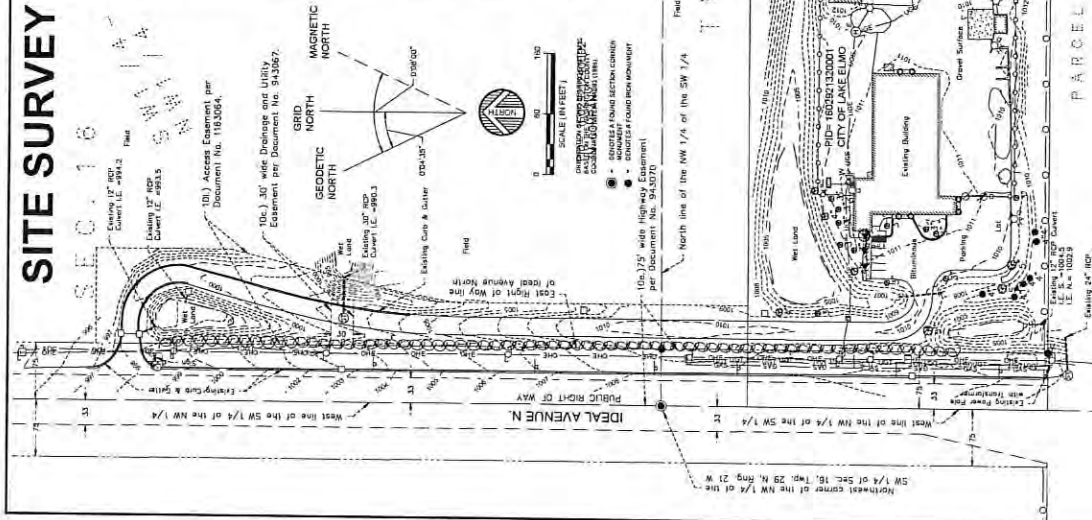
DR. JON HUBBARD, M.D., FRCPC

WIDSETH SMITH NOLTING

Engineering | Architecture | Surveying | Environmental

ALL SCALE ON 27"x34"
PLF SCALE ON 11"x17"
D494A 1619.000

SITE SURVEY



SHEET 2 OF 2 SHEETS

DESIGN 1

SITE NAME:
MINC BALROG
Washington County, MN

STATE TRUNK HIGHWAY NO. 5
PUBLIC RIGHT OF WAY

PARCEL 13

North Right of Way line
of State Trunk Highway No. 5

1) Utilities are per observed evidence and from
Locate Request Ticket No. 150860336, dated
March 27, 2014.

10.3' 125' wide Transmission Line
Easement per Document No. 23853.

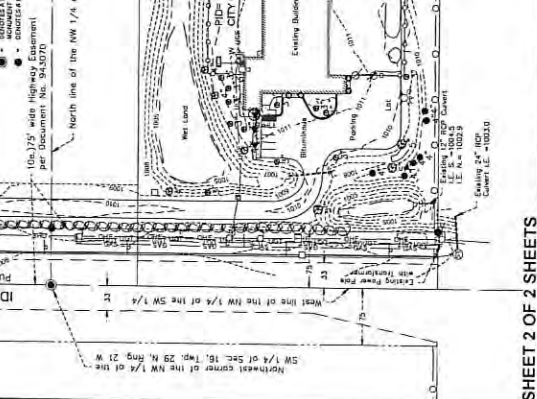
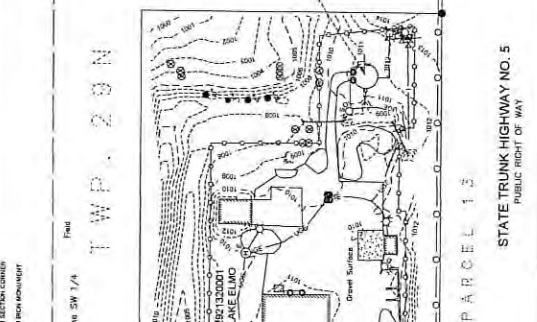
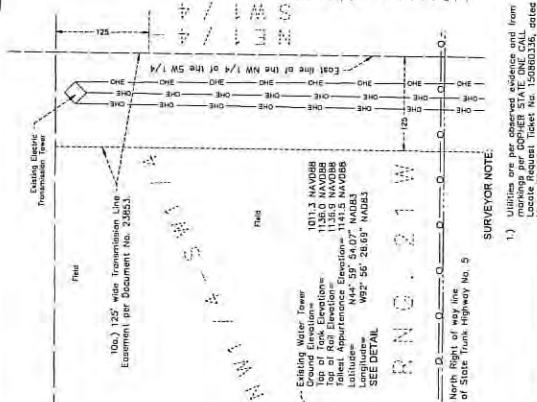
10.3' 125' wide Transmission Line
Easement per Document No. 23853.

10.3' 125' wide Transmission Line
Easement per Document No. 23853.

10.3' 125' wide Transmission Line
Easement per Document No. 23853.

LEGEND

- WATER VALVE
- WATER HYDRANT
- GUY ANCHOR
- ELEC POLE
- ELEC METER
- TELE PEDESTAL
- TREE DECIDUOUS
- TREE CONIFEROUS
- SHRUB
- GAS METER
- GATE POST
- GUARD POST
- STORM MANHOLE
- SECTION LINE
- SIXTEENTH LINE
- RIGHT OF WAY LINE
- DEED LINE
- EASEMENT LINE
- CULVERT
- UNDERGROUND FIBER
- UNDERGROUND ELEC
- UNDERGROUND GAS
- UNDERGROUND TELE
- EDGE OF WOODS
- EDGE OF CATTALS
- CONCRETE SURFACE
- BUILDING WALL HATCH
- GRAVEL SURFACE



PRELIMINARY

DATE: 7/29/15

WIDSETH SMITH NOLTING
Engineering | Architecture | Surveying | Environmental

WIDSETH SMITH NOLTING
Engineering | Architecture | Surveying | Environmental

SITE NAME:
SITE NUMBER:
ATTY/DATE

LAND LEASE AGREEMENT

This Agreement, made this _____ day of _____, 20____ between
with its principal offices located at _____, hereinafter designated
LESSOR and _____ d/b/a Verizon Wireless, with its principal office located at
One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (telephone number
866-862-4404), hereinafter designated LESSEE. The LESSOR and LESSEE are at times
collectively referred to hereinafter as the "Parties" or individually as the "Party".

1. PREMISES. LESSOR hereby leases to LESSEE a portion of that certain parcel of
property (the entirety of LESSOR's property is referred to hereinafter as the Property), located at
[ADDRESS]_____, [MUNICIPALITY]_____, [COUNTY]
_____[STATE]_____, and being described as a ' ' by ' ' parcel containing
square feet (the "Land Space"), together with the non-exclusive right (the "Rights of Way") for
ingress and egress, seven (7) days a week twenty-four (24) hours a day, on foot or motor vehicle,
including trucks over or along a (') foot wide right-of-way extending from the nearest public
right-of-way, _____, to the Land Space, and for the installation and maintenance of
utility wires, poles, cables, conduits, and pipes over, under, or along one or more rights of way
from the Land Space, said Land Space and Rights of Way (hereinafter collectively referred to as
the "Premises") being substantially as described herein in Exhibit "A" attached hereto and made a
part hereof. The Property is also shown on the Tax Map of the City of _____ as Block _____, Lot
and is further described in Deed Book _____ at Page _____ as recorded in the Office of _____.

In the event any public utility is unable to use the Rights of Way, the LESSOR hereby
agrees to grant an additional right-of-way either to the LESSEE or to the public utility at no cost to
the LESSEE.

2. SURVEY. LESSOR also hereby grants to LESSEE the right to survey the
Property and the Premises, and said survey shall then become Exhibit "B" which shall be attached
hereto and made a part hereof, and shall control in the event of boundary and access discrepancies
between it and Exhibit "A". Cost for such work shall be borne by the LESSEE.

3. TERM; RENTAL.

a. This Agreement shall be effective as of the date of execution by both
Parties, provided, however, the initial term shall be for five (5) years and shall commence on the
Commencement Date (as hereinafter defined) at which time rental payments shall commence and
be due at a total annual rental of _____ Dollars (\$_____) to be paid in equal monthly
installments on the first day of the month, in advance, to _____ or to such other
person, firm or place as LESSOR may, from time to time, designate in writing at least thirty (30)
days in advance of any rental payment date by notice given in accordance with Paragraph 23
below. The Agreement shall commence based upon the date LESSEE commences installation of
the equipment on the Premises. In the event the date of commencing installation of equipment is
determinative and such date falls between the 1st and 15th of the month, the Agreement shall

commence on the 1st of that month and if such date falls between the 16th and 31st of the month, then the Agreement shall commence on the 1st day of the following month (either of the foregoing or _____, if applicable, being the "Commencement Date"). LESSOR and LESSEE agree that they shall acknowledge in writing the Commencement Date in the event the Commencement Date is based upon the date LESSEE commences installation of the equipment on the Premises. In the event the Commencement Date is the fixed date set forth above, there shall be no written acknowledgement required. LESSOR and LESSEE acknowledge and agree that initial rental payment(s) shall not actually be sent by LESSEE until thirty (30) days after the Commencement Date or after a written acknowledgement confirming the Commencement Date, if such an acknowledgement is required. By way of illustration of the preceding sentence, if the Commencement Date is January 1 and no written acknowledgement confirming the Commencement Date is required, LESSEE shall send to the LESSOR the rental payments for January 1 and February 1 by February 1, and if the Commencement Date is January 1 and a required written acknowledgement confirming the Commencement Date is dated January 14, LESSEE shall send to the LESSOR the rental payments for January 1 and February 1 by February 13.

Upon agreement of the Parties, LESSEE may pay rent by electronic funds transfer and in such event, LESSOR agrees to provide to LESSEE bank routing information for such purpose upon request of LESSEE.

4. EXTENSIONS. This Agreement shall automatically be extended for four (4) additional five (5) year terms unless LESSEE terminates it at the end of the then current term by giving LESSOR written notice of the intent to terminate at least six (6) months prior to the end of the then current term.

5. EXTENSION RENTALS. The annual rental for the first (1st) five (5) year extension term shall be increased to _____ Dollars (\$ _____); the annual rental for the second (2nd) five (5) year extension term shall be increased to _____ Dollars (\$ _____); the annual rental for the third (3rd) five (5) year extension term shall be increased to _____ Dollars (\$ _____); and the annual rental for the fourth (4th) five (5) year extension term shall be increased to _____ Dollars (\$ _____).

6. ADDITIONAL EXTENSIONS. If at the end of the fourth (4th) five (5) year extension term this Agreement has not been terminated by either Party by giving to the other written notice of an intention to terminate it at least three (3) months prior to the end of such term, this Agreement shall continue in force upon the same covenants, terms and conditions for a further term of five (5) years and for five (5) year terms thereafter until terminated by either Party by giving to the other written notice of its intention to so terminate at least three (3) months prior to the end of such term. Annual rental for each such additional five (5) year term shall be equal to the annual rental payable with respect to the immediately preceding five (5) year term. The initial term and all extensions shall be collectively referred to herein as the "Term".

7. TAXES. LESSEE shall have the responsibility to pay any personal property, real estate taxes, assessments, or charges owed on the Property which LESSOR demonstrates is the result of LESSEE's use of the Premises and/or the installation, maintenance, and operation of the LESSEE's improvements, and any sales tax imposed on the rent (except to the extent that

LESSEE is or may become exempt from the payment of sales tax in the jurisdiction in which the Property is located), including any increase in real estate taxes at the Property which LESSOR demonstrates arises from the LESSEE's improvements and/or LESSEE's use of the Premises. LESSOR and LESSEE shall each be responsible for the payment of any taxes, levies, assessments and other charges imposed including franchise and similar taxes imposed upon the business conducted by LESSOR or LESSEE at the Property. Notwithstanding the foregoing, LESSEE shall not have the obligation to pay any tax, assessment, or charge that LESSEE is disputing in good faith in appropriate proceedings prior to a final determination that such tax is properly assessed provided that no lien attaches to the Property. Nothing in this Paragraph shall be construed as making LESSEE liable for any portion of LESSOR's income taxes in connection with any Property or otherwise. Except as set forth in this Paragraph, LESSOR shall have the responsibility to pay any personal property, real estate taxes, assessments, or charges owed on the Property and shall do so prior to the imposition of any lien on the Property.

LESSEE shall have the right, at its sole option and at its sole cost and expense, to appeal, challenge or seek modification of any tax assessment or billing for which LESSEE is wholly or partly responsible for payment. LESSOR shall reasonably cooperate with LESSEE at LESSEE's expense in filing, prosecuting and perfecting any appeal or challenge to taxes as set forth in the preceding sentence, including but not limited to, executing any consent, appeal or other similar document. In the event that as a result of any appeal or challenge by LESSEE, there is a reduction, credit or repayment received by the LESSOR for any taxes previously paid by LESSEE, LESSOR agrees to promptly reimburse to LESSEE the amount of said reduction, credit or repayment. In the event that LESSEE does not have the standing rights to pursue a good faith and reasonable dispute of any taxes under this paragraph, LESSOR will pursue such dispute at LESSEE's sole cost and expense upon written request of LESSEE.

8. USE; GOVERNMENTAL APPROVALS. LESSEE shall use the Premises for the purpose of constructing, maintaining, repairing and operating a communications facility and uses incidental thereto. A security fence consisting of chain link construction or similar but comparable construction may be placed around the perimeter of the Premises at the discretion of LESSEE (not including the access easement). All improvements, equipment, antennas and conduits shall be at LESSEE's expense and their installation shall be at the discretion and option of LESSEE. LESSEE shall have the right to replace, repair, add or otherwise modify its utilities, equipment, antennas and/or conduits or any portion thereof and the frequencies over which the equipment operates, whether the equipment, antennas, conduits or frequencies are specified or not on any exhibit attached hereto, during the Term. It is understood and agreed that LESSEE's ability to use the Premises is contingent upon its obtaining after the execution date of this Agreement all of the certificates, permits and other approvals (collectively the "Governmental Approvals") that may be required by any Federal, State or Local authorities as well as satisfactory soil boring tests which will permit LESSEE use of the Premises as set forth above. LESSOR shall cooperate with LESSEE in its effort to obtain such approvals and shall take no action which would adversely affect the status of the Property with respect to the proposed use thereof by LESSEE. In the event that (i) any of such applications for such Governmental Approvals should be finally rejected; (ii) any Governmental Approval issued to LESSEE is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority; (iii) LESSEE determines that such Governmental Approvals may not be obtained in a timely manner; (iv) LESSEE determines that

any soil boring tests are unsatisfactory; (v) LESSEE determines that the Premises is no longer technically compatible for its use, or (vi) LESSEE, in its sole discretion, determines that the use of the Premises is obsolete or unnecessary, LESSEE shall have the right to terminate this Agreement. Notice of LESSEE's exercise of its right to terminate shall be given to LESSOR in writing by certified mail, return receipt requested, and shall be effective upon the mailing of such notice by LESSEE, or upon such later date as designated by LESSEE. All rentals paid to said termination date shall be retained by LESSOR. Upon such termination, this Agreement shall be of no further force or effect except to the extent of the representations, warranties and indemnities made by each Party to the other hereunder. Otherwise, the LESSEE shall have no further obligations for the payment of rent to LESSOR.

9. INDEMNIFICATION. Subject to Paragraph 10 below, each Party shall indemnify and hold the other harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of the negligence or willful misconduct of the indemnifying Party, its employees, contractors or agents, except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of the other Party, or its employees, contractors or agents.

10. INSURANCE.

- a. Notwithstanding the indemnity in section 10, the Parties hereby waive and release any and all rights of action for negligence against the other which may hereafter arise on account of damage to the Premises or to the Property, resulting from any fire, or other casualty of the kind covered by standard fire insurance policies with extended coverage, regardless of whether or not, or in what amounts, such insurance is now or hereafter carried by the Parties, or either of them. These waivers and releases shall apply between the Parties and they shall also apply to any claims under or through either Party as a result of any asserted right of subrogation. All such policies of insurance obtained by either Party concerning the Premises or the Property shall waive the insurer's right of subrogation against the other Party.
- b. LESSEE will maintain at its own cost;
 - i. Commercial General Liability insurance with limits not less than \$1,000,000 for injury to or death of one or more persons in any one occurrence and \$500,000 for damage or destruction to property in any one occurrence
 - ii. Commercial Auto Liability insurance on all owned, non-owned and hired automobiles with a minimum combined limit of not less than one million (\$1,000,000) per occurrence
 - iii. Workers Compensation insurance providing the statutory benefits and not less than one million (\$1,000,000) of Employers Liability coverage.

LESSEE will include the LESSOR as an additional insured on the Commercial General Liability and Auto Liability policies.

- c. LESSOR will maintain at its own cost commercial general liability insurance with limits not less than \$1,000,000 for injury to or death of one or more persons in any one occurrence and \$500,000 for damage or destruction to property in any one occurrence. LESSOR will include the LESSEE as an additional insured.
- d. In addition, LESSOR shall obtain and keep in force during the Term a policy or policies insuring against loss or damage to the Building with a commercially reasonable valuation, as the same shall exist from time to time without a coinsurance feature. LESSOR's policy or policies shall insure against all risks of direct physical loss or damage (except the perils of flood and earthquake unless required by a lender or included in the base premium), including coverage for any additional costs resulting from debris removal and reasonable amounts of coverage for the enforcement of any ordinance or law regulating the reconstruction or replacement of any undamaged sections of the Building required to be demolished or removed by reason of the enforcement of any building, zoning, safety or land use laws as the result of a covered loss, but not including plate glass insurance.

11. LIMITATION OF LIABILITY. Except for indemnification pursuant to Paragraphs 9 and 29, neither Party shall be liable to the other, or any of their respective agents, representatives, employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

12. ANNUAL TERMINATION. Notwithstanding anything to the contrary contained herein, provided LESSEE is not in default hereunder beyond applicable notice and cure periods, LESSEE shall have the right to terminate this Agreement upon the annual anniversary of the Commencement Date provided that three (3) months prior notice is given to LESSOR.

13. INTERFERENCE. LESSEE agrees to install equipment of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to any equipment of LESSOR or other lessees of the Property which existed on the Property prior to the date this Agreement is executed by the Parties. In the event any after-installed LESSEE's equipment causes such interference, and after LESSOR has notified LESSEE in writing of such interference, LESSEE will take all commercially reasonable steps necessary to correct and eliminate the interference, including but not limited to, at LESSEE's option, powering down such equipment and later powering up such equipment for intermittent testing. In no event will LESSOR be entitled to terminate this Agreement or relocate the equipment as long as LESSEE is making a good faith effort to remedy the interference issue. LESSOR agrees that LESSOR and/or any other tenants of the Property who currently have or in the future take possession of the Property will be permitted to install only such equipment that is of the type and frequency which will not cause harmful interference which is measurable in

accordance with then existing industry standards to the then existing equipment of LESSEE. The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Paragraph and therefore, either Party shall have the right to equitable remedies, such as, without limitation, injunctive relief and specific performance.

14. REMOVAL AT END OF TERM. LESSEE shall, upon expiration of the Term, or within ninety (90) days after any earlier termination of the Agreement, remove its building(s), antenna structure(s) (except footings), equipment, conduits, fixtures and all personal property and restore the Premises to its original condition, reasonable wear and tear and casualty damage excepted. LESSOR agrees and acknowledges that all of the equipment, conduits, fixtures and personal property of LESSEE shall remain the personal property of LESSEE and LESSEE shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable Laws (as defined in Paragraph 33 below). If such time for removal causes LESSEE to remain on the Premises after termination of this Agreement, LESSEE shall pay rent at the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until such time as the removal of the building, antenna structure, fixtures and all personal property are completed.

15. HOLDOVER. LESSEE has no right to retain possession of the Premises or any part thereof beyond the expiration of that removal period set forth in Paragraph 14 herein, unless the Parties are negotiating a new lease or lease extension in good faith. In the event that the Parties are not in the process of negotiating a new lease or lease extension in good faith, LESSEE holds over in violation of Paragraph 14 and this Paragraph 15, then the rent then in effect payable from and after the time of the expiration or earlier removal period set forth in Paragraph 14 shall equal to the rent applicable during the month immediately preceding such expiration or earlier termination.

16. RIGHT OF FIRST REFUSAL. If LESSOR elects, during the Term (i) to sell or otherwise transfer all or any portion of the Property, whether separately or as part of a larger parcel of which the Property is a part, or (ii) to grant to a third party by easement or other legal instrument an interest in and to that portion of the Property occupied by LESSEE, or a larger portion thereof, for the purpose of operating and maintaining communications facilities or the management thereof, with or without an assignment of this Agreement to such third party, LESSEE shall have the right of first refusal to meet any bona fide offer of sale or transfer on the same terms and conditions of such offer. If LESSEE fails to meet such bona fide offer within thirty (30) days after written notice thereof from LESSOR, LESSOR may sell or grant the easement or interest in the Property or portion thereof to such third person in accordance with the terms and conditions of such third party offer. For purposes of this Paragraph, any transfer, bequest or devise of LESSOR's interest in the Property as a result of the death of LESSOR, whether by will or intestate succession, or any conveyance to LESSOR's family members by direct conveyance or by conveyance to a trust for the benefit of family members shall not be considered a sale of the Property for which LESSEE has any right of first refusal.

17. RIGHTS UPON SALE. Should LESSOR, at any time during the Term decide (i) to sell or transfer all or any part of the Property to a purchaser other than LESSEE, or (ii) to grant to

a third party by easement or other legal instrument an interest in and to that portion of the Property occupied by LESSEE, or a larger portion thereof, for the purpose of operating and maintaining communications facilities or the management thereof, such sale or grant of an easement or interest therein shall be under and subject to this Agreement and any such purchaser or transferee shall recognize LESSEE's rights hereunder under the terms of this Agreement. To the extent that LESSOR grants to a third party by easement or other legal instrument an interest in and to that portion of the Property occupied by LESSEE for the purpose of operating and maintaining communications facilities or the management thereof and in conjunction therewith, assigns this Agreement to said third party, LESSOR shall not be released from its obligations to LESSEE under this Agreement, and LESSEE shall have the right to look to LESSOR and the third party for the full performance of this Agreement.

18. QUIET ENJOYMENT. LESSOR covenants that LESSEE, on paying the rent and performing the covenants herein, shall peaceably and quietly have, hold and enjoy the Premises.

19. TITLE. LESSOR represents and warrants to LESSEE as of the execution date of this Agreement, and covenants during the Term that LESSOR is seized of good and sufficient title and interest to the Property and has full authority to enter into and execute this Agreement. LESSOR further covenants during the Term that there are no liens, judgments or impediments of title on the Property, or affecting LESSOR's title to the same and that there are no covenants, easements or restrictions which prevent or adversely affect the use or occupancy of the Premises by LESSEE as set forth above.

20. INTEGRATION. It is agreed and understood that this Agreement contains all agreements, promises and understandings between LESSOR and LESSEE and that no verbal or oral agreements, promises or understandings shall be binding upon either LESSOR or LESSEE in any dispute, controversy or proceeding at law, and any addition, variation or modification to this Agreement shall be void and ineffective unless made in writing signed by the Parties or in a written acknowledgment in the case provided in Paragraph 3. In the event any provision of the Agreement is found to be invalid or unenforceable, such finding shall not affect the validity and enforceability of the remaining provisions of this Agreement. The failure of either Party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights under the Agreement shall not waive such rights and such Party shall have the right to enforce such rights at any time and take such action as may be lawful and authorized under this Agreement, in law or in equity.

21. GOVERNING LAW. This Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the Laws of the State in which the Property is located.

22. ASSIGNMENT. This Agreement may be sold, assigned or transferred by the LESSEE without any approval or consent of the LESSOR to the LESSEE's principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of LESSEE's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of the

LESSOR, which such consent will not be unreasonably withheld, delayed or conditioned. No change of stock ownership, partnership interest or control of LESSEE or transfer upon partnership or corporate dissolution of LESSEE shall constitute an assignment hereunder. LESSEE may sublet the Premises within its sole discretion, upon notice to LESSOR. Any sublease that is entered into by LESSEE shall be subject to the provisions of this Agreement and shall be binding upon the successors, assigns, heirs and legal representatives of the respective Parties hereto.

23. NOTICES. All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

LESSOR:

LESSEE:

d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, New Jersey 07921
Attention: Network Real Estate

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

24. SUCCESSORS. This Agreement shall extend to and bind the heirs, personal representative, successors and assigns of the Parties hereto.

25. SUBORDINATION AND NON-DISTURBANCE. *Delete the first sentence of this paragraph if SNDAs for all existing encumbrances are obtained prior to Lease execution.* LESSOR shall obtain not later than fifteen (15) days following the execution of this Agreement, a Non-Disturbance Agreement, as defined below, from its existing mortgagee(s), ground lessors and master lessors, if any, of the Property. At LESSOR's option, this Agreement shall be subordinate to any future master lease, ground lease, mortgage, deed of trust or other security interest (a "Mortgage") by LESSOR which from time to time may encumber all or part of the Property or right-of-way; provided, however, as a condition precedent to LESSEE being required to subordinate its interest in this Agreement to any future Mortgage covering the Property, LESSOR shall obtain for LESSEE's benefit a non-disturbance and attornment agreement for LESSEE's benefit in the form reasonably satisfactory to LESSEE, and containing the terms described below (the "Non-Disturbance Agreement"), and shall recognize LESSEE's right to remain in occupancy of and have access to the Premises as long as LESSEE is not in default of this Agreement beyond applicable notice and cure periods. The Non-Disturbance Agreement shall include the encumbering party's ("Lender's") agreement that, if Lender or its successor-in-interest or any purchaser of Lender's or its successor's interest (a "Purchaser")

acquires an ownership interest in the Property, Lender or such successor-in-interest or Purchaser will (1) honor all of the terms of the Agreement, (2) fulfill LESSOR's obligations under the Agreement, and (3) promptly cure all of the then-existing LESSOR defaults under the Agreement. Such Non-Disturbance Agreement must be binding on all of Lender's participants in the subject loan (if any) and on all successors and assigns of Lender and/or its participants and on all Purchasers. In return for such Non-Disturbance Agreement, LESSEE will execute an agreement for Lender's benefit in which LESSEE (1) confirms that the Agreement is subordinate to the Mortgage or other real property interest in favor of Lender, (2) agrees to attorn to Lender if Lender becomes the owner of the Property and (3) agrees to accept a cure by Lender of any of LESSOR's defaults, provided such cure is completed within the deadline applicable to LESSOR. In the event LESSOR defaults in the payment and/or other performance of any mortgage or other real property interest encumbering the Property, LESSEE, may, at its sole option and without obligation, cure or correct LESSOR's default and upon doing so, LESSEE shall be subrogated to any and all rights, titles, liens and equities of the holders of such mortgage or other real property interest and LESSEE shall be entitled to deduct and setoff against all rents that may otherwise become due under this Agreement the sums paid by LESSEE to cure or correct such defaults.

26. RECORDING. LESSOR agrees to execute a Memorandum of this Agreement which LESSEE may record with the appropriate recording officer. The date set forth in the Memorandum of Lease is for recording purposes only and bears no reference to commencement of either the Term or rent payments.

27. DEFAULT.

- a. In the event there is a breach by LESSEE with respect to any of the provisions of this Agreement or its obligations under it, including the payment of rent, LESSOR shall give LESSEE written notice of such breach. After receipt of such written notice, LESSEE shall have fifteen (15) days in which to cure any monetary breach and thirty (30) days in which to cure any non-monetary breach, provided LESSEE shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and LESSEE commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. LESSOR may not maintain any action or effect any remedies for default against LESSEE unless and until LESSEE has failed to cure the breach within the time periods provided in this Paragraph.
- b. In the event there is a breach by LESSOR with respect to any of the provisions of this Agreement or its obligations under it, LESSEE shall give LESSOR written notice of such breach. After receipt of such written notice, LESSOR shall have thirty (30) days in which to cure any such breach, provided LESSOR shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and LESSOR commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. LESSEE may not maintain any action or effect any remedies for default against LESSOR unless and

until LESSOR has failed to cure the breach within the time periods provided in this Paragraph. Notwithstanding the foregoing to the contrary, it shall be a default under this Agreement if LESSOR fails, within five (5) days after receipt of written notice of such breach, to perform an obligation required to be performed by LESSOR if the failure to perform such an obligation interferes with LESSEE's ability to conduct its business on the Property; provided, however, that if the nature of LESSOR's obligation is such that more than five (5) days after such notice is reasonably required for its performance, then it shall not be a default under this Agreement if performance is commenced within such five (5) day period and thereafter diligently pursued to completion.

28. REMEDIES. Upon a default, the non-defaulting Party may at its option (but without obligation to do so), perform the defaulting Party's duty or obligation on the defaulting Party's behalf, including but not limited to the obtaining of reasonably required insurance policies. The costs and expenses of any such performance by the non-defaulting Party shall be due and payable by the defaulting Party upon invoice therefor. In the event of a default by either Party with respect to a material provision of this Agreement, without limiting the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such default, the non-defaulting Party may terminate the Agreement and/or pursue any remedy now or hereafter available to the non-defaulting Party under the Laws or judicial decisions of the state in which the Premises are located; provided, however, LESSOR shall use reasonable efforts to mitigate its damages in connection with a default by LESSEE. If LESSEE so performs any of LESSOR's obligations hereunder, the full amount of the reasonable and actual cost and expense incurred by LESSEE shall immediately be owing by LESSOR to LESSEE, and LESSOR shall pay to LESSEE upon demand the full undisputed amount thereof with interest thereon from the date of payment at the greater of (i) ten percent (10%) per annum, or (ii) the highest rate permitted by applicable Laws. Notwithstanding the foregoing, if LESSOR does not pay LESSEE the full undisputed amount within thirty (30) days of its receipt of an invoice setting forth the amount due from LESSOR, LESSEE may offset the full undisputed amount, including all accrued interest, due against all fees due and owing to LESSOR until the full undisputed amount, including all accrued interest, is fully reimbursed to LESSEE.

29. ENVIRONMENTAL.

- a. LESSOR will be responsible for all obligations of compliance with any and all environmental and industrial hygiene laws, including any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or concerns as may now or at any time hereafter be in effect, that are or were in any way related to activity now conducted in, on, or in any way related to the Property, unless such conditions or concerns are caused by the specific activities of LESSEE in the Premises.
- b. LESSOR shall hold LESSEE harmless and indemnify LESSEE from and assume all duties, responsibility and liability at LESSOR's sole cost and expense, for all duties, responsibilities, and liability (for payment of penalties, sanctions,

forfeitures, losses, costs, or damages) and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is in any way related to: a) failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene concerns or conditions as may now or at any time hereafter be in effect, unless such non-compliance results from conditions caused by LESSEE; and b) any environmental or industrial hygiene conditions arising out of or in any way related to the condition of the Property or activities conducted thereon, unless such environmental conditions are caused by LESSEE.

30. CASUALTY. In the event of damage by fire or other casualty to the Premises that cannot reasonably be expected to be repaired within forty-five (45) days following same or, if the Property is damaged by fire or other casualty so that such damage may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days, then LESSEE may, at any time following such fire or other casualty, provided LESSOR has not completed the restoration required to permit LESSEE to resume its operation at the Premises, terminate this Agreement upon fifteen (15) days prior written notice to LESSOR. Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under this Agreement. Notwithstanding the foregoing, the rent shall abate during the period of repair following such fire or other casualty in proportion to the degree to which LESSEE's use of the Premises is impaired.

31. CONDEMNATION. In the event of any condemnation of all or any portion of the Property, this Agreement shall terminate as to the part so taken as of the date the condemning authority takes title or possession, whichever occurs first. If as a result of a partial condemnation of the Premises or Property, LESSEE, in LESSEE's sole discretion, is unable to use the Premises for the purposes intended hereunder, or if such condemnation may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days, LESSEE may, at LESSEE's option, to be exercised in writing within fifteen (15) days after LESSOR shall have given LESSEE written notice of such taking (or in the absence of such notice, within fifteen (15) days after the condemning authority shall have taken possession) terminate this Agreement as of the date the condemning authority takes such possession. LESSEE may on its own behalf make a claim in any condemnation proceeding involving the Premises for losses related to the equipment, conduits, fixtures, its relocation costs and its damages and losses (but not for the loss of its leasehold interest). Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment as of such termination date with respect to payments due to the other under this Agreement. If LESSEE does not terminate this Agreement in accordance with the foregoing, this Agreement shall remain in full force and effect as to the portion of the Premises remaining, except that the rent shall be reduced in the same proportion as the rentable area of the Premises taken bears to the total rentable area of the Premises. In the event that this Agreement is not terminated by

reason of such condemnation, LESSOR shall promptly repair any damage to the Premises caused by such condemning authority.

32. SUBMISSION OF AGREEMENT/PARTIAL INVALIDITY/AUTHORITY. The submission of this Agreement for examination does not constitute an offer to lease the Premises and this Agreement becomes effective only upon the full execution of this Agreement by the Parties. If any provision herein is invalid, it shall be considered deleted from this Agreement and shall not invalidate the remaining provisions of this Agreement. Each of the Parties hereto warrants to the other that the person or persons executing this Agreement on behalf of such Party has the full right, power and authority to enter into and execute this Agreement on such Party's behalf and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Agreement.

33. APPLICABLE LAWS. During the Term, LESSOR shall maintain the Property in compliance with all applicable laws, rules, regulations, ordinances, directives, covenants, easements, zoning and land use regulations, and restrictions of record, permits, building codes, and the requirements of any applicable fire insurance underwriter or rating bureau, now in effect or which may hereafter come into effect (including, without limitation, the Americans with Disabilities Act and laws regulating hazardous substances) (collectively "Laws"). LESSEE shall, in respect to the condition of the Premises and at LESSEE's sole cost and expense, comply with (a) all Laws relating solely to LESSEE's specific and unique nature of use of the Premises (other than general office use); and (b) all building codes requiring modifications to the Premises due to the improvements being made by LESSEE in the Premises.

34. SURVIVAL. The provisions of the Agreement relating to indemnification from one Party to the other Party shall survive any termination or expiration of this Agreement. Additionally, any provisions of this Agreement which require performance subsequent to the termination or expiration of this Agreement shall also survive such termination or expiration.

35. CAPTIONS. The captions contained in this Agreement are inserted for convenience only and are not intended to be part of the Agreement. They shall not affect or be utilized in the construction or interpretation of the Agreement.

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seals the day and year first above written.

LESSOR:

By: _____

WITNESS

WITNESS

Its: _____

Date: _____

LESSEE:

By: _____

Its: _____

Date: _____

Exhibit "A"

(Sketch of Premises within Property)

LIMITED WAIVER OF USE RESTRICTION AND CONSENT TO LEASE

The City of Lake Elmo (the "City"), a Minnesota municipal corporation, is the owner of the real property legally described on Exhibit "A", attached hereto (the "City Property"). 3M Company, a Delaware corporation ("3M"), is the owner of the real property described on Exhibit "B", attached hereto (the "Adjacent Property").

Pursuant to Exhibit C of that certain Limited Warranty Deed (the "Deed") conveying the City Property from 3M to the City, dated June 10, 2005, and recorded on December 9, 2005, as Document No. 1163065 in the Office of the Registrar of Titles for Washington County, Minnesota, the City Property may be used solely for the development and operation of a water tower and public works facility for storage of yard, salt and sand materials and equipment unless such other purpose is approved by 3M, as owner of the Adjacent Property.

The City desires to lease a portion of the City Property to Verizon Wireless (VAW) LLC d/b/a Verizon Wireless ("Verizon Wireless") for the purpose of constructing, maintaining, repairing and operating a communications facility, and uses incidental thereto, for use by Verizon Wireless and other wireless communications carriers (the "Verizon Wireless Communications Facility").

3M hereby waives the use restriction under the Deed with respect to the Verizon Wireless Communications Facility and consents to the leasing of a portion of the City Property to Verizon Wireless as described herein.

[The remainder of this page left blank intentionally. Signature page follows.]

SIGNATURE PAGE TO CONSENT TO LEASE

3M COMPANY

By: _____

Name: _____

Title: _____

Date: _____

STATE OF MINNESOTA)
) ss.

COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____,
2015 by _____, the Chief Manager of 3M Company, a Delaware corporation,
on behalf of the corporation.

Notary Public

Exhibit "A"

ALL THAT PARCEL OF LAND IN WASHINGTON COUNTY, STATE OF MINNESOTA, AS MORE FULLY DESCRIBED IN DEED DOC # 1163065, CERT # 61998, ID# 16.029.21.32.001, BEING KNOWN AND DESIGNATED AS FOLLOWS:

THAT PART OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 16, TOWNSHIP 29 NORTH, RANGE 21 WEST, WASHINGTON COUNTY, MINNESOTA DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER OF THE SOUTHWEST QUARTER; THENCE SOUTH 00 DEGREES 03 MINUTES 55 SECONDS EAST, BEARING ORIENTED TO THE WASHINGTON COUNTY COORDINATE SYSTEM, NAD 83, ALONG THE WEST LINE OF SAID NORTHWEST QUARTER OF THE SOUTHWEST QUARTER, A DISTANCE OF 115.20 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND TO BE DESCRIBED; THENCE NORTH 89 DEGREES 51 MINUTES 08 SECONDS EAST, A DISTANCE OF 815.00 FEET; THENCE SOUTH 00 DEGREES 03 MINUTES 55 SECONDS EAST, PARALLEL WITH SAID WEST LINE, A DISTANCE OF 400.00 FEET TO ITS INTERSECTION WITH THE NORTH LINE OF STATE TRUNK HIGHWAY NO. 5; THENCE SOUTH 89 DEGREES 51 MINUTES 08 SECONDS WEST, ALONG SAID NORTH LINE, A DISTANCE OF 815.00 FEET TO ITS INTERSECTION WITH SAID WEST LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER; THENCE NORTH 00 DEGREES 03 MINUTES 55 SECONDS WEST, ALONG SAID WEST LINE, A DISTANCE OF 400.00 FEET TO THE POINT OF BEGINNING.

THIS PARCEL CONTAINS 7.484 ACRES, MORE OR LESS.

Exhibit "B"

[3M TO PROVIDE LEGAL DESCRIPTION OF ADJACENT PROPERTY]

MAYOR & COUNCIL COMMUNICATION

DATE: July 7, 2015
REGULAR
ITEM #: 17

AGENDA ITEM: Appointment of City Clerk
SUBMITTED BY: Cathy Bendel, Finance Director
THROUGH: Cathy Bendel, Finance Director
REVIEWED BY: Community Development Director, City Administrator, HR Committee Chair

SUMMARY AND ACTION REQUESTED: The City Council is asked to approve the appointment of Julie Johnson as the City Clerk for the City of Lake Elmo.

FISCAL IMPACT (Benefits=ER SS, ER Medicare, ER Pera, Health, Dental, Life, AD&D)	\$60,000 salary / \$31,000 benefits = \$91,000
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BACKGROUND INFORMATION: Ms. Johnson was part of a candidate pool of 44 applicants for the position of City Clerk. Candidates were screened and examined using ten specific rating categories that analyzed specific strengths and weaknesses. The specific categories were: Clerk Experience, Human Resource Experience, Taxpayer Service, Official Records / Official Notices, Meeting Preparation / Minutes, Elections, Teamwork, Financial Analysis, and Municipal Code Maintenance. Ms. Johnson was interviewed by a group of three City Staff Members consisting of the Finance Director, Community Development Director, and the City Administrator. The staff all agreed that she was the best candidate for the City Clerk position. Two councilmembers sat in and listened during the interviews, Councilmembers Fliflet and Lundgren, and they both concurred with the selection of Ms. Johnson.

STAFF REPORT: Ms. Johnson has been offered the position of City Clerk contingent on approval by the City Council, at a salary of \$60,000 with benefits offered to all City of Lake Elmo Full Time Equivalent employees. Ms. Johnson is available to start on July 8, 2015.

RECOMMENDATION: Based upon the above background information and staff report, it is recommended that the City Council approve the appointment of Julie Johnson as City Clerk by undertaking the following action:

“Move to affirm the appointment of Julie Johnson as City Clerk of the City of Lake Elmo at an annual salary of \$60,000 effective July 8, 2015”

DATE:
REGULAR
ITEM #

July 7, 2015

18

AGENDA ITEM: Proposed Services to Assist in Code Enforcement

SUBMITTED BY: Rick Chase, Building Official

THROUGH: Dean Zuleger, City Administrator

REVIEWED BY: Kyle Klatt, Community Development 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

POLICY RECCOMENDER: Staff

FISCAL IMPACT: Staff estimates that the cost of proposed survey work to be \$1,500 from the general fund.

SUMMARY AND ACTION REQUESTED:

The City has been engaged in an ongoing inspection of a property complaint at 8085 Hill Trail North. In order to evaluate the merits of the complaint, it is necessary to conduct a survey of the property to accurately establish the location of the parcel boundaries. The requested expenditure from the general fund is to conduct the necessary survey work to move the inquiry forward. The property in question has a history of complaints received by City staff. The recommended motion for the expenditure is as follows:

“Move to authorize the requested survey work related to ongoing code enforcement activities in an amount not to exceed \$1,500.”

BACKGROUND INFORMATION (SWOT):

Strengths – The proposed work will assist in the evaluation of an ongoing code enforcement case that remains unresolved at this time.

Weaknesses – There is cost associated with conducting the survey work needed to further investigate the merits of the ongoing complaints. Staff estimates the cost not to exceed \$1,500.

Opportunities – Completion of the survey work will provide staff the information needed to move the code enforcement case forward. It is staff's goal to utilize the requested information to ultimately bring resolution to the complaints.

Threats- None

RECOMMENDATION: Based on the aforementioned, the staff recommends the City Council authorize the requested survey work in an amount not to exceed \$1,500. The suggested motion is the following:

“Move to authorize the requested survey work related to ongoing code enforcement activities in an amount not to exceed \$1,500.”



MAYOR & COUNCIL COMMUNICATION

DATE: July 7, 2015
REGULAR
ITEM #: 20
MOTION - REGULAR

AGENDA ITEM: City of Lake Elmo Public Meeting Decorum Protocol

SUBMITTED BY: Dean Zuleger, City Administrator

THROUGH: Julie Fliflet, Council Member

REVIEWED BY: Julie Fliflet, Council Member

SUGGESTED ORDER OF BUSINESS:

- Introduction of Item..... Councilmember Fliflet
- Report/Presentation..... Council Member Fliflet
- 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 RECCOMENDER: Council Member Julie Fliflet

FISCAL IMPACT: N/A

SUMMARY AND ACTION REQUESTED: To improve the decorum and productivity of official City Meetings through the adoption of standard guidelines of decorum for elected officials, appointed officials, staff and members of the public.

LEGISLATIVE HISTORY: The City Council, since the mid-2000, has operated under a statutorily adopted code of conduct that was designed to maximize the productivity of official meetings in as civil a manner as possible. It is important for policies and procedures to be in place to ensure city meetings remain civil and respectful. It is also important for clear parameters to be established regarding behavior and decorum so that all participants are knowledgeable and informed of proper meeting decorum. Lake Elmo has a long standing history of conflict. It is important to establish guidelines that will ensure public meetings do not get unruly.

BACKGROUND INFORMATION: The Lake Elmo, Minnesota Guidelines of Public Meeting Decorum has been developed as a commitment to healthy public discourse at all levels of government: elected officials, staff and residents (see attached). The Guidelines have been developed using current City Code, standard language of professional ethics for the various staff disciplines within Lake Elmo, materials from the League and other municipalities on civic engagement / audience participation. The Guidelines for Decorum for public comment would be clearly displayed on participation forms used at City Council and other Lake Elmo government meeting. (see attached)

BACKGROUND INFORMATION (SWOT):

Strengths: Clear parameters and guidelines are set forth on meeting protocol, decorum and behavior.

Weakness: Behavior guidelines may be viewed as suppressing opinions or the right to speak / behave in a manner protected by the tenants of free speech.

Opportunities: Civility / decorum will produce more productive meetings and policy dialogue.

Threats: There are no perceivable threats in the adoption of these rules.

RECOMMENDATION:

Understanding that the end goal of any public policy-making meeting relies on an informed, deliberative and orderly process, it is the recommendation of the City Administrator to adopt the following:

Motion:

To adopt the Lake Elmo, Minnesota Guidelines of Public Meeting Decorum and include the section on Citizen Behavior on the Public Comment sheet for meeting participation.

Lake Elmo, Minnesota Guidelines of Public Meeting Decorum

The City of Lake Elmo will conduct city business in a respectful, civic manner. Our expectation is that we and all who participate in our proceedings, will be respectful of each other including council members, appointed officials, members of the public, and city staff. The guidelines listed below address Council, Commission, and Committee Members and their role in developing a productive environment.

Elected / Appointed Official Behavior

As set forth by the Municipal Code of Lake Elmo (Lake Elmo Municipal Code 31.01) City Council Members are to abide by ground rules for interaction with each other and with members of the public at Council meetings. The City of Lake Elmo seeks to adopt the follow parameters as formal Guidelines of Public Meeting Decorum based in part on this section of the code. This formal policy will include interaction of Council members, Commission members, Committee members, City Staff, and members of the public. Therefore, the following Guidelines have been established:

Each Council Member, Commission Member, and Committee Member shall abide by the following ground rules for interaction with each other and with members of the public at Council meetings.

(1) *Respect others.* Council Members, Commission Members and Committee Members should:

- (a) Respect each other and the process;
- (b) Assume people are being honest and genuine in the expression of their views;
- (c) Not shame or blame others;
- (d) Not talk about people who are not present; and
- (e) Respect residents of the city and city staff

(2) *Listen.* Council Members, Commission Members, and Committee Members should:

- (a) Not interrupt while others are speaking;
- (b) Ask clarifying not interrogating questions;
- (c) Use "I" statements not "You" statements;
- (d) Discuss and debate ideas in a civil manner;
- (e) Be respectful of the ideas of others even if they don't agree with your ideas; and
- (f) Keep side conversations to a minimum

(3) *Accountability.* Council Members, Commission Members and Committee Members should:

- (a) Participate to the best of their ability;
- (b) Be responsible for making sure all voices are heard;
- (c) Be accountable for what they do and say;

- (d) Hold each other accountable in a civil way;
 - (e) Be responsible for their part of a problem or issue;
 - (f) Be accountable for the use of information by not misusing information or by providing incorrect information; and
 - (g) Be responsible for reviewing agenda items and support information.
- (4) *Take risks.* Council Members, Commission Members, and Committee Members should:
- (a) Take risks, be authentic and speak truthfully; and
 - (b) Not be hostile or harassing toward others for taking risks.
- (5) *Be open.* Council Members, Commission Members, and Committee Members should:
- (a) Be open to other's stories and realities;
 - (b) Be open to partially-formed ideas;
 - (c) Learn from mistakes;
 - (d) Be open to a change of heart and mind; and
 - (e) Not operate from fear.
- (6) *Personal reaction.* Council Members should not take things personally, and focus on the ideas being expressed, not the person expressing the ideas.

Staff / Consultant Behavior

Staff and hired consultants are to remain unbiased toward the political workings of the policy governance bodies they serve, providing said policy makers with the pertinent facts needed for a decision. Facts are to be polite, accurate, timely, and wholly based on the foundation of the City Code, Comprehensive Plan & Zoning Code and established policies of the City. Staff is to use best judgement in the offering of opinions/recommendations to the Council, Commission, or Committees. Staff should share their knowledge of particular subjects and issues with the Council, Commission, or Committee so that informed decisions can be made, and input from staff will be welcomed. Staff shall address members of the Council, Commission, or Committee by their formal title. Staff shall not participate in heated debates except to provide clarification of policy or to maintain order. Staff is to adhere to the ethical standards set forth by their profession / professional affiliations (i.e Minnesota City – County Manager Association, American Planning Association).

Citizen Behavior

Citizen input is very important to the policy makers of Lake Elmo. Therefore, the City Council, Commissions, and Committees welcome input on the policies and procedures it develops for provided the input is given in an orderly, respectful and thoughtful manner as to be productive. The guidelines of decorum for citizen participation at a public meeting are as follows:

- (1) Conduct oneself with respect and civility towards others and otherwise abide by Council, Commissions, and Committee policy. Please refrain from conversation with others during the meeting, and shouting from the audience will not be allowed. Being quiet during the meeting is appreciated so that the business of the governing body can be conducted with full attention to the matter at hand;
- (2) The governing body will provide (2) opportunities for public comment during the meeting. First, an opportunity will be given at the onset of the meeting for general comment; Second, opportunity will be given to speak on an agenda item at the time the governing body addresses the item;
- (3) Citizens wishing to speak must sign in and provide their request to the Council, Commission, or Committee Clerk for distribution to the Mayor / Chair. Upon being recognized, you should proceed to the lectern and state your name, address and topic to be discussed. You will be given (6) minutes to speak. The Mayor / Chair may interrupt or terminate a citizen's statement when it is too lengthy, personal, insulting, abusive, obscene, slanderous, or irrelevant. Any person acting in an unruly manner may be asked to leave the meeting.
- (4) No person shall display signs or placards, applaud participants in debate or engage in conversation or other behavior which may disrupt the proceedings of the Council.
- (5) When a group of persons wishes to address the Council on the same subject matter, it shall be proper for a spokesperson to be chosen by the group to address the governing body. No action will be taken in response to a petition delivered at a Council meeting. Petitions will be placed on file and referred to the appropriate staff for consideration and recommendation of appropriate action.

General Civility

The purpose of City Council Meetings, Commission Meetings, and Committee Meetings is to promote the general welfare of the City of Lake Elmo. Adherence to the aforementioned Guidelines of Public Meeting Decorum will help foster civility and positive exchange of ideas, and will create an orderly, respectful, and productive environment for the governing of the City of Lake Elmo.



Lake Elmo City Council Meeting

If you wish to address the city council, please fill out the form and give it to the City Clerk or City Administrator.

The Mayor / Chair will call upon you when it is time for you to speak during the time designated for public comments on each agenda item.

If your topic is not a numbered item on the agenda, it will be heard during the Public Comments and Inquiries portion of the meeting.

***** Decorum Policies *****

- (1) Conduct oneself with respect and civility towards others and otherwise abide by Council, Commissions, and Committee policy. Please refrain from conversations with others during the meeting, and shouting from the audience will not be allowed. Being quiet during the meeting is appreciated so that the business of the governing body can be conducted with full attention to the matter at hand;
- (2) The governing body will provide (2) opportunities for public comment during the meeting. First, an opportunity will be given at the onset of the meeting for general comment; Second, opportunity will be given to speak on an agenda item at the time the governing body addresses the item;
- (3) Citizens wishing to speak must sign in and provide their request to the Council, Commission, or Committee Clerk for distribution to the Mayor / Chair. Upon being recognized, you should proceed to the lectern and state your name, address and topic to be discussed. You will be given (6) minutes to speak. **The Mayor / Chair may interrupt or terminate a citizen's statement when it is too lengthy, personal, insulting, abusive, obscene, slanderous, or irrelevant. Any person acting in an unruly manner may be asked to leave the meeting.**
- (4) No person shall display signs or placards, applaud participants in debate or engage in conversation or other behavior which may disrupt the proceedings of the Council.
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Name (please print): _____

Address: _____

Item#/Topic: _____



MAYOR & COUNCIL COMMUNICATION

DATE: July 7, 2015
REGULAR
ITEM # 21

AGENDA ITEM: Interim Ordinance – Sewered Development Staging Areas

SUBMITTED BY: Kyle Klatt, Community Development Director

THROUGH: Dean Zuleger, City Administrator

REVIEWED BY: Nick Johnson, City Planner
Julie Fliflet, City Council

SUGGESTED ORDER OF BUSINESS:

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

POLICY RECCOMENDER: At the request of Council Member Fliflet, Staff has prepared a draft interim ordinance that would establish a moratorium on new development within the City's future sewer service areas for a period of one year. This ordinance was tabled at the June 2nd Council meeting and is scheduled for further discussion at the July 7th meeting.

FISCAL IMPACT: The interim ordinance includes language that would allow the City to consider development that meet certain public interests including those that have paid advanced water commitments and those that would benefit the community by provide necessary water or sewer infrastructure.

SUMMARY AND ACTION REQUESTED: The City Council is being asked to review the proposed ordinance and make any modifications to the document as may be deemed appropriate. Staff has made revisions to the document since the previous Council review, and any such changes are tracked in the attached draft Ordinance.

The suggested motion to adopt the interim ordinance is as follows:

“Move to adopt Ordinance 08-123 declaring a moratorium for a period of 12 months on certain types of development as described in the Ordinance”

LEGISLATIVE HISTORY/PLANNING COMMISSION REPORT: The proposed ordinance represents a continuation of the Council’s previous discussion on growth management strategies in advance of Met Council’s adoption of the final 2040 forecast numbers. The ordinance would provide the City with time to implement an interim growth management strategy in order to plan against the future population and household forecast reductions and to work on an interim Comprehensive Plan Amendment that plans against these updated numbers. The purpose and intent of the interim ordinance are spelled out in the actual ordinance and attached for review by the City Council.

Based on the previous Council review of this matter, Staff has made minor modifications to the document as originally drafted. Most of these changes are intended to clarify the specific uses that will be impacted by the ordinance or to add additional details to the document. In further considering the implications of the proposed interim ordinance, Staff is also recommending the following:

- That the ordinance include a specific exemption for senior (congregate) housing. Staff has been approached by a developer that is working on a formal application for senior housing in the Village.
- That the PUD section be eliminated from the ordinance. The inclusion of criteria for PUD’s separate from the Zoning Ordinance provisions could cause problems in establishing how such requests would be reviewed in the future. Even if proposed as a PUD, approval of larger residential developments should be delayed until the City is able to complete its review of the Comprehensive Plan and updated growth targets.
- That the ordinance include optional language concerning non-residential uses in the Stage 2 and 3 development areas. At the last Council meeting, the Council was in general agreement to adopt an ordinance concerning residential development, but there was not as clear of a consensus concerning non-residential uses. The optional language is highlighted in yellow in the attached ordinance.

RECOMMENDATION: Staff is recommending approval of the interim ordinance *without* the optional language (highlighted in yellow) and as otherwise drafted. As an alternative, the Council may consider including the highlighted provisions or modifying the document in another manner.

The suggested motion to adopt the interim ordinance is as follows:

“Move to adopt Ordinance 08-123 declaring a moratorium for a period of 12 months on certain types of development as described in the Ordinance”

ATTACHMENTS:

1. Ordinance No. 08-123

CITY OF LAKE ELMO
COUNTY OF WASHINGTON
STATE OF MINNESOTA

ORDINANCE NO. 08-123

**AN INTERIM ORDINANCE DECLARING A MORATORIUM FOR A PERIOD OF 12 MONTHS
ON RESIDENTIAL DEVELOPMENT WITHIN THE STAGE ONE DEVELOPMENT AREA AND
ALL DEVELOPMENT ACTIVITY WITHIN THE STAGE TWO OR THREE DEVELOPMENT
AREAS AS DESCRIBED BY THE LAKE ELMO COMPREHENSIVE PLAN**

WHEREAS, the City of Lake Elmo has received a draft 2040 regional forecast from the Metropolitan Council that would reduce the number of households and total community population by a substantial margin from the 2030 forecast as part of the City's 2015 System Statement to be released in the fall of 2015; and

WHEREAS, the draft forecast for 2040 would reduce the City's total population by 5,800 and households by 1,627 compared to the 2030 forecast numbers that were adopted as part of the Lake Elmo Comprehensive Plan; and

WHEREAS, the City intends to create an interim growth management strategy that will be used to guide future growth and development within the City in advance of the 2018 decennial Comprehensive Plan Update while also recognizing and planning against the revised 2040 forecast numbers; and

WHEREAS, as part of its interim growth management strategy, the City will be considering amendments to the Comprehensive Plan in order to rebalance the future land use plan in a manner that guides development in a manner consistent with the 2040 forecast; and

WHEREAS, the City of Lake Elmo has adopted a Staging Plan as part of the Comprehensive Plan, but this Staging Plan does not establish specific targets or dates for development within later stages; and

WHEREAS, the 2040 forecast and Systems Statement will not be finalized until late in 2015, and the City cannot adopt any Comprehensive Plan amendments that guide future growth in accordance with the updated Systems Statement until its adoption; and

WHEREAS, the City has granted approval for nearly 2,000 housing units to date at a concept, preliminary, or final plat level, and that it is in the public's interest to ensure that future residential development occurs in a manner consistent with the updated 2040 forecast; and

WHEREAS, while the City is reviewing the land use plan for future sewer service areas in advance of the 2040 forecast and 2015 Systems Statement being finalized by the Metropolitan Council and developing an interim growth management strategy that will be used to guide future growth and development within the City in advance of the 2018 decennial Comprehensive Plan Update, the City Council believes it is reasonable and appropriate and in the best interests of the City of Lake Elmo, for purposes of protecting the planning process and the health, safety and welfare of the citizens of Lake Elmo, to limit the establishment of certain development within the City's future sewer service area as identified in the Comprehensive Plan in accordance with the below provisions; and

WHEREAS, Minnesota Statutes Sec. 462.355, Subd. 4 provides for the adoption of an Interim Zoning Ordinance during a planning process as heretofore and herein described.

NOW, THEREFORE, based on the foregoing, the City Council of the City of Elmo City does ordain:

SECTION 1. STAGE 1, 2 and 3 RESIDENTIAL DEVELOPMENT. That for a period of twelve (12) months from the date hereof, there is hereby declared a moratorium on the consideration and/or approval of any residential and related use or mixed-use subdivision or residential and related use or mixed-use development project within the Stage 1, 2 or 3 Staging Areas as identified in the Lake Elmo Comprehensive Plan except for:

- a) projects that have been granted concept, preliminary, or final plan and/or plat approval; or
- b) projects that have paid advance water service committee fees; or
- c) any project that would benefit the community or address environmental threats through the installation of essential services like sewer, water, storm sewer, or other public safety mechanisms and that would extend these services into areas that are planned for public infrastructure ;or
- d) Senior housing projects or other uses classified as Congregate Housing under the Lake Elmo Zoning Ordinance.

SECTION 2. STAGE 2 and 3 ALL DEVELOPMENT. *That for a period of twelve (12) months from the date hereof, there is hereby declared a moratorium on the consideration and/or approval of any subdivision or development project within the Stage 2 or 3 Staging Areas as identified in the Lake Elmo Comprehensive Plan except for:*

- a) projects that have been granted concept, preliminary, or final plan and/or plat approval; or*

- b) *projects that have paid advance water service committee fees.*
- c) *commercial development in cases where the City Council determines that the project provides sufficient incremental tax value to the community and the developer would bear the whole cost of extending public infrastructure to the development.*

SECTION 4. This Ordinance shall be effective upon its legal passage and publication.

SECTION 5. Adoption Date. This Ordinance 08-123 was adopted on this 7th day of July 2015, by a vote of ____ Ayes and ____ Nays.

LAKE ELMO CITY COUNCIL

Mike Pearson, Mayor

ATTEST:

Beckie Gumatz, Deputy City Clerk

This Ordinance 08-123 was published on the ____ day of _____, 2015.

DATE: July 7, 2015
REGULAR
ITEM # 22

AGENDA ITEM: Village Work Group Discussion
SUBMITTED BY: Kyle Klatt, Community Development Director
THROUGH: Dean Zuleger, City Administrator
REVIEWED BY: Nick Johnson, City Planner
Julie Fliflet, City Council

SUGGESTED ORDER OF BUSINESS:

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

POLICY RECCOMENDER: N/A

FISCAL IMPACT: N/A

SUMMARY AND ACTION REQUESTED: The City Council has requested to have a discussion on the history and purpose of the Village Work Group. The following memo is intended to provide an overview of the formation of the group and its purpose, scope and activities. No formal action is requested at this time.

LEGISLATIVE HISTORY/STAFF REPORT: The formation of both the Village and I-94 Corridor Work Groups occurred as a result of the City needing to update the land use chapter of its Comprehensive Plan. The City's Land Use Plan should have been updated in 2008 as part of its required decennial update to the Metropolitan Council. At that time, the City completed most of the required sections of the Comprehensive Plan, with the exception of the Land Use Plan, Housing Plan and Wastewater Facilities Plan. In order to complete these sections, the City requested an extension from the Metropolitan Council to allow the City to submit these three sections of the Comprehensive Plan at a later date. Both the I-94 Corridor and Village Work Groups were formed to assist in the formulation of the City's Land Use Plan for those respective areas of the community.

In addition to submitting a revised land use plan to comply with Met Council requirements, the city also intended to review the land use plan that was adopted in 2005 with the following objectives:

- Integrating aspects of the Village Master Plan and Village AUAR that were completed after the 2005 Comp Plan Update. The Village Master Plan was accepted by the City Council, but never formally adopted into the land use plan.
- Reviewing the land use plan for the I-94 Corridor to accommodate different densities of housing and commercial land uses. The adopted land use plan included only two land use categories along the corridor (residential at 3.5 units per acre and business park).

The Village and I-94 Corridor Work Groups were formed at the beginning of 2011. The groups were charged serving in an advisory capacity to inform and review the Comprehensive Plan Amendments for both areas planned to be served with sanitary sewer in Lake Elmo. The groups were comprised of Planning Commissioners, City Council Members, stakeholders/landowners and citizens at-large. The membership of the groups were as follows:

Old Village Work Group

Anne Smith (Council)
Brett Emmons (Council)
Julie Fliflet (Planning Commission)
Jennifer Pelletier (Planning Commission)
Nadine Obermueller (Planning Commission)
Kathy Haggard (Planning Commission)
Steve Delapp (Citizen-at-Large)

I-94 Corridor Work Group

Dean Johnston (Council)
Mike Pearson (Council)
Todd Williams (Planning Commission)
Greg Hall (Planning Commission)
Tom Bidon (Planning Commission)*
Steve Britz (Planning Commission)*
Tom Kreimer (Citizen-at-Large)
Dan Regan (Stakeholder)
Bruce Miller (Stakeholder)

*Note: These members did not participate through completion of the effort.

In terms of the reasons for formulating two groups, the Planning Commission noted the following early in the process: 1) each project area is starting from a different point 2) more efficient use of committee/staff time, 3) able to better adjust to external issues, and 4) focus of meetings can be tailored to a more specific purpose. The groups were also operating under different timelines, with the understanding that the Village group was going to focus more on implementation while the I-94 group would be working on plan updates and broader comprehensive planning concerns.

Once the groups were formed, each group crafted a process with the end goal in mind of approving a final Comprehensive Plan Amendment for each respective area. It is important to note that the means to reach the end goal were different for each of the two areas (I-94 Corridor and Village). While City staff led the process and drafted all proposed amendments to the City's land use plan, both groups were given discretion to inform the areas of focus and discussion topics that would ultimately lead to the final Comp Plan Update. In the case of the Village Work Group, the process and areas of focus included the following tasks:

- Stakeholder and Public Engagement
- Creation of Goals for the Village Land

Use Plan

- Pedestrian and Trail Facilities
- Research and Establishment of Design Standards
- Public Facilities and Village Green
- Finalization of Revised Land Use Plan
- Input on Future Zoning for the Village
- Research of From-Based Codes

In addition to this information, staff did present a recommended schedule of discussion topics at the beginning of the Work Group process. This recommended schedule is found in Attachment #1.

As far as the meeting structure is concerned, the Village Work Group held public meetings that were noticed with public agendas. The same procedures were utilized for the I-94 Corridor Work Group. As the planning process proceeded it was not uncommon to have various stakeholders or members of the public attend the meetings. The meetings were primarily used to present staff research on various topics, as well as work sessions to discuss elements of the future land use plan of the Village Area. These meetings occurred at least monthly, but sometimes weekly, depending on the urgency and topic of discussion.

As the group continued working on formulating a land use plan for the Village Area, conducting public engagement was another important step in the process. With the support of staff, the Village Work Group facilitated the following larger public engagement efforts:

- 9/22/11 – Visual Preference Survey
- 3/29/12 – Village Planning Open House
- 9/20/12 – Village Planning Open House
- 2/25/13 – Public Hearing – Comprehensive Plan Amendment

In early 2013, the Planning Commission recommended approval of a final land use plan amendment specific to the Village Area as presented by the Work Group. This plan was reviewed and approved by the City Council on March 5, 2013 with minor modifications to text as proposed by the Work Group and as recommended by the Planning Commission

OTHER GENERAL ISSUES/FUTURE WORK: Since the adoption of the Village Land Use Plan, there have been specific actions taken by the City to implement several of the recommendations of the plan, including adoption of the VMX Zoning District Standards, approval of the Lake Elmo Design Standards and Manual, and approval of specific development projects within the Village Planning Area.

Other general comments concerning the land use plan:

- The creation of a village green is included as a major component of the land use plan. The plan does not address the size or a specific location for the green. The previous Council did not prioritize performing additional planning work for a Village green or acquiring land for a green.

- The Work Group did not discuss the financing mechanism associated with any of the proposed elements of the land use plan. It was understood that a financing plan for improvements would be needed depending on the type of work that was performed.
- The current downtown public infrastructure, streetscape, and drainage improvement project, although supported by the land use plan, was not a specific recommendation from the Work Group. This project was initiated by the County at the request of the City to accelerate the County's planned reconstruction of Lake Elmo Avenue with the City's desire to install sanitary sewer into the Village in 2015. The project management team for this project presented updates directly to the City Council. The City Council discussed and authorized a specific level of improvements to be included in the project late last year.
- The Work Group was involved with the work performed by Damon Farber to create the Lake Elmo Theming Study. The theming study was used as a basis for the proposed Lake Elmo and Village Area streetscape.
- In order to provide a template for its work and to help visualize the various land use options that it was considering, the Work Group developed an illustrative plan that was never intended to be adopted as a formal part of the City's Comprehensive Plan. This plan included details that helped the group consider different land use options, and to discuss what the implementation of the general land use plan would look like. Because it was illustrative and not a formal master plan, it included elements that were suggested by the group as options (i.e. a central pond area, ballfields, a new City Hall, a specific Village Green location and so forth), but that were clearly going to be subject to future discussion and review by the Planning Commission and Council. In order to implement any particular element depicted on the illustrative plan, including a village green, the City would need to undertake a planning process for this particular element. No such specific work has been performed to date outside of the Lake Elmo Avenue sewer, water, storm water, and streetscape project. As a visualization tool, the Work Group did not specifically address the financial implications of the illustrative plan.
- Staff has not been able to find the specific action that was taken by the Council to disband the Village Work Group; however, shortly after the City's adoption of the Village Land Use Plan, the City Council voted to end its work. The annual work plan for the Planning Department does include some specific elements that were included on the scope of work to be covered by the Village Work Group (including considering a form-based code), and the Council may want to revisit this work plan in light of the decision earlier this year to re-instate the Village Work Group.

RECOMMENDATION:

No action is being requested at this time.

ATTACHMENTS:

1. Village Work Group Discussion Topics
2. Gantt Chart of Future Work

Village Work Group Tentative Discussion Topic Schedule

- Topic #1 Introduction
- Topic #2 Landowner Expectations- Partial Stakeholder Group
- Topic #3 Design Examples
- Topic #4 Scale/Walkability
- Topic #5 Character of the Village
- Topic #6 Design Standards
- Topic #7 Concepts for Mixed Use and Commercial Development
- Topic #8 Public and Private Infrastructure
- Topic #9 Streetscapes and Roads
- Topic #10 Parks and Trails
- Topic #11 Sustainability
- Topic #12 Zoning for Village
- Topic #13 Preliminary Comprehensive Plan Update Draft
- Topic #14 Refined Draft
- Topic #15 Final Draft

City of Lake Elmo Schedule for Sustainable Growth of the I-94 Corridor and Old Village

Task	Duration (months)	Responsible Party	August	September	October	November	December	January	February	March	Spring 2013	Summer 2013	Fall 2013	Winter 2013-14	2014
I. Land Use	17	P: KK S: NJ													
A. Comprehensive Plan Amendments	11	KK													
B. Zoning Ordinance (Base Zoning)	6	KK													
C. Address Impediments (drainage, railroad, etc.)	14	P: KK S: NJ													
II. Theming	5	P: Consultant S: VWG													
III. Design Standards	5	P: NJ S: VWG													
IV. Form-Based Codes	11	P: KK S: VWG													
V. Financial Policies/Pro-Forma Development	9	P: DZ S: JG													
A. Streets	6	P: DZ S: JG													
B. Utilities/Sewer Extension Estimates	4	P: DZ S: JG													
C. Storm Water Management	4	P: DZ S: JG, VWG													
VI. Economic Development Structures	13	DZ													
A. Economic Development Authority	3	DZ													
B. BID, TIF, Developer Agreements	10	DZ													

P: Primary S: Secondary DZ: Dean Zuleger

JG: Jack Griffin

KK: Kyle Klatt

NJ: Nick Johnson

VWG: Village Work Group

Date: 10-1-12