

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

POLICY RECCOMENDER: Staff is recommending that the City Council 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

SITE SURVEY

PROPERTY DESCRIPTION: (per U.S. Title Solutions File No. 50772-MN1503-5030, 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 Hundredths (194.65) feet of Lot Six (6), Block Two (2), Lake Elmo Park, as surveyed and plotted 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 1/11/15.)

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 L.A. 27008 in Instrument No. 116400.

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

B.) 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.

9.) Memorandum of Agreement between The City of Lake Elmo, a Minnesota municipal corporation and APT Minneapolis, Inc., a Delaware corporation dated 3/27/2000 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 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 38 seconds West along the East line of said Lot 6, a distance of 752 feet; thence North 89 degrees 41 minutes 22 seconds East, a distance of 5.48 feet to the Point of Beginning of the land space to be described; thence North 90 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 20.00 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 6, Block 2, LAKE LIND 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 said Lot 6, a distance of 7.52 feet; thence North 89 minutes 00 seconds, west, a distance of 3.48 feet, to the Point of Beginning at the centerline to be described; thence North 69 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 the northeast corner of said Lot 3, said Block 2, thence continue North 0 degrees 00 minutes 00 seconds East, a distance of 47.00 feet, 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 6, Block 2, LAKE ELMO PARK and Tract D, E and F, Registered Land Survey Number 95, 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 East, to a distance of 3.5 feet; thence North 0 degrees 00 minutes 00 seconds East, a distance of 48.95 feet; thence North 11 degrees 58 minutes 44 seconds West, a distance of 52.68 feet; thence North 15 degrees 58 minutes 23 seconds East, a distance of 76.14 feet; thence North 18 degrees 58 minutes 45 seconds West, a distance of 240.27 feet; thence North 18 degrees 58 minutes 45 seconds East, a distance of 240.27 feet; thence continue North 18 degrees 58 minutes 45 seconds West, a distance of 12.75 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 solid southeasterly right of way line of 33rd Street North.

TOGETHER WITH

A 30.00 foot wide right of way for ingress, egress and utility purposes over, under and across said Lots 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 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.

UTILITIES RIGHT OF WAY DESCRIPTIONS:

A 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:

[illegible]

SHEET 1 OF 2 SHEETS

DESIGN 1

SITE NAME:
MINC TICKLE

No.	Date	REVISIONS	CHECKED BY: SMK	DRAWN BY: JMR/SMK	CHK	APP
FIELD WORK: 4/2/15						

I 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. Rupcho SHAWN M. RUPCHO, L.S.
DATE: 6/3/15 LICENSE # 48021



WIDSETH SMITH NOLTING
Engineering | Architecture | Surveying | Environmental

© 2004 Blackwell Publishing Ltd *Journal of Internal Medicine* 255: 103–110

SITE SURVEY



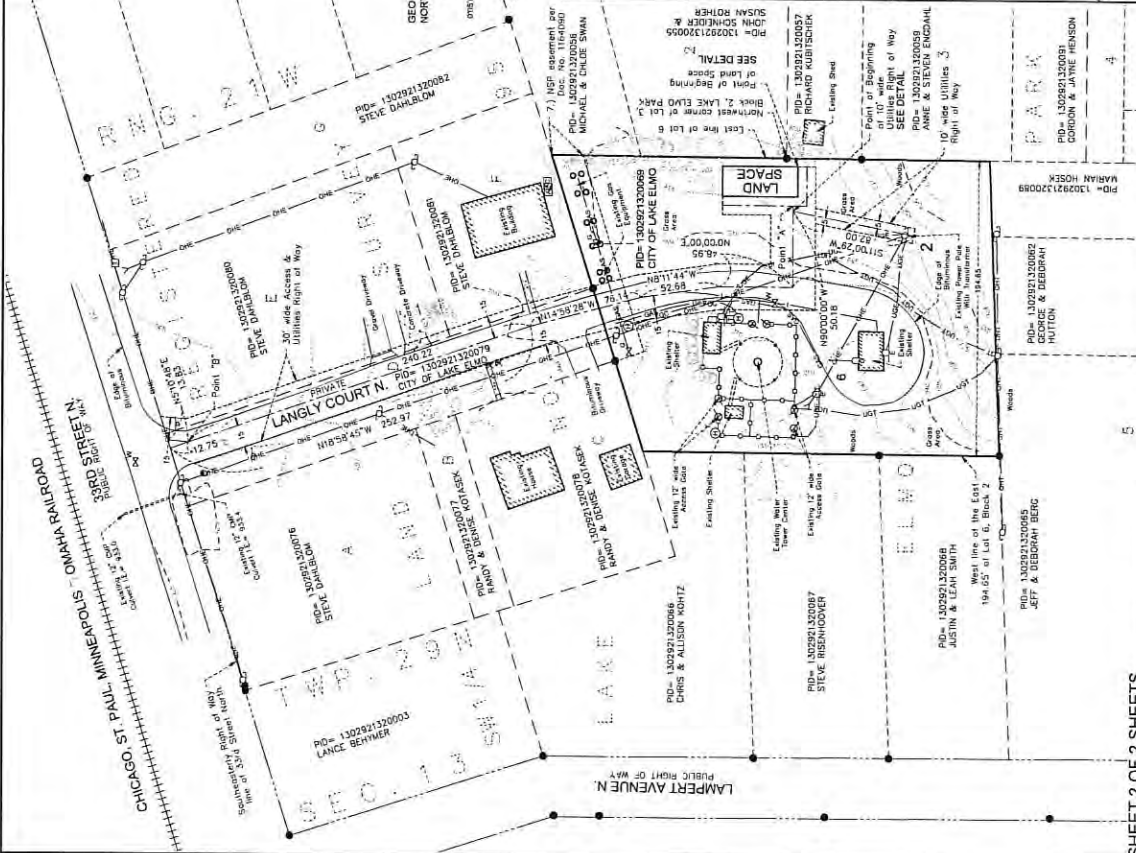
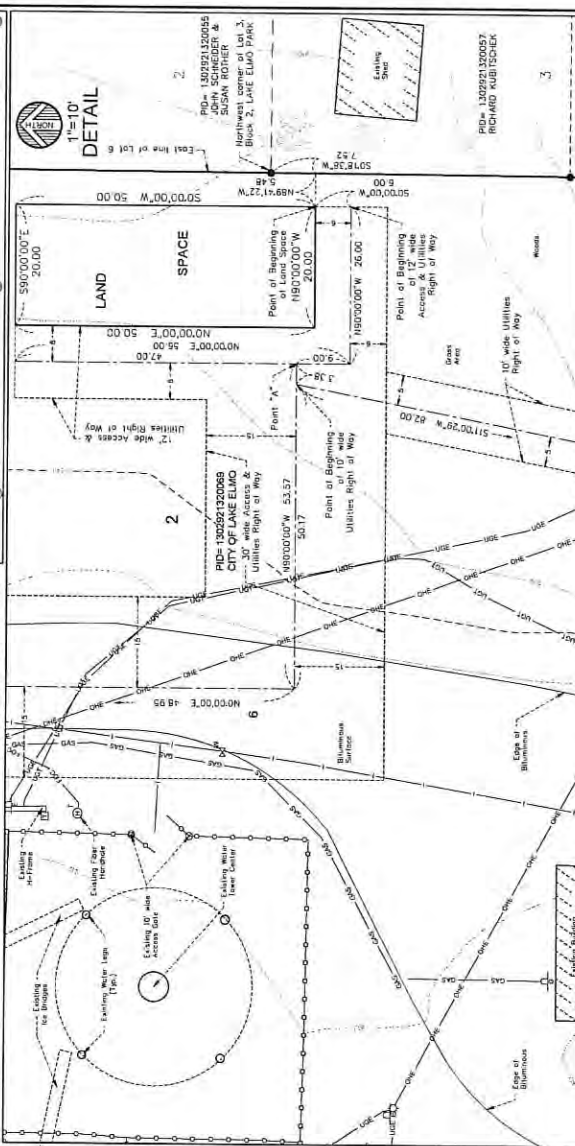
LEGEND

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



SURVEYOR NOTES:

- 1) UTILITIES are per observed evidence and from markings per CDMPER STATE ONE CALL ticket No. 13860502, dated March 27, 2014.
- 2) The Proposed Land Space is within the area described herein. A portion of the Access is shown in the Property Description contained herein.



DESIGN 1

WIDSETH SMITH NOLTING
Engineering | Architecture | Surveying | Environmental

2015 WISCONSIN LICENSE # 102112

MINC TICKLE
Washington County, MN

SITE NAME:
MINC TICKLE
Washington County, MN

DATE: 6/2/15
LIC. #: 102112

SCALE: 1"=800'

DATE: 6/2/15
LIC. #: 102112

NO.	DATE	REVISIONS	CHECKED BY	DRAWN BY	BY	CHK	APPD
1			JMS/STK	JMS/STK			

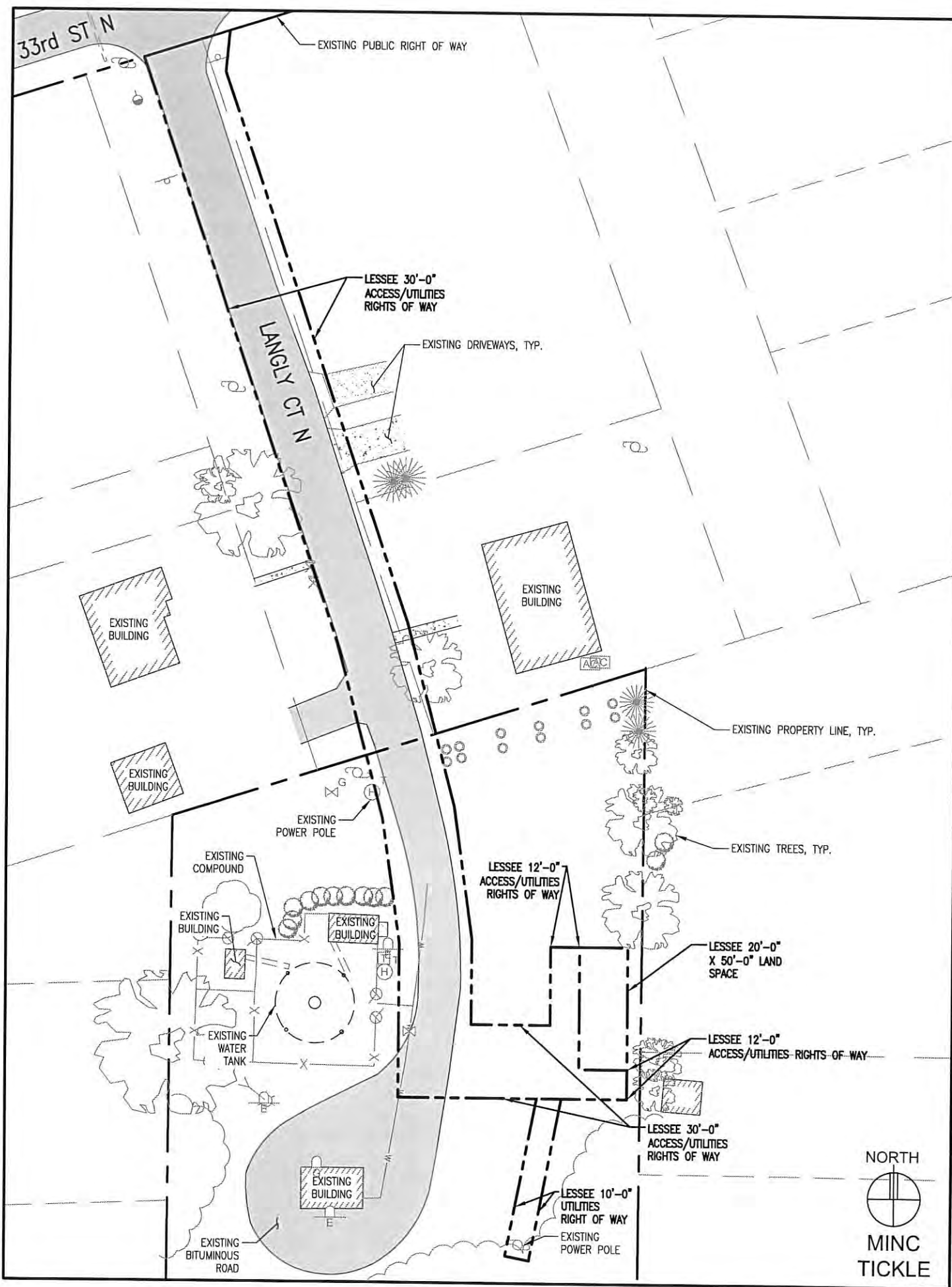
FIELD WORK: 4/2/15

DATE: 6/2/15

BY: JMS/STK

CHK: JMS/STK

APPD: JMS/STK



33rd ST N

EXISTING PUBLIC RIGHT OF WAY

LESSEE 30'-0"
ACCESS/UTILITIES
RIGHTS OF WAY

EXISTING DRIVEWAYS, TYP.

LANGLY CT N

EXISTING
BUILDING

EXISTING
BUILDING

EXISTING
BUILDING

EXISTING
POWER POLE

EXISTING
COMPOUND

EXISTING
BUILDING

EXISTING
BUILDING

EXISTING
WATER
TANK

EXISTING
BUILDING

EXISTING
BITUMINOUS
ROAD

LESSEE 12'-0"
ACCESS/UTILITIES
RIGHTS OF WAY

EXISTING PROPERTY LINE, TYP.

EXISTING TREES, TYP.

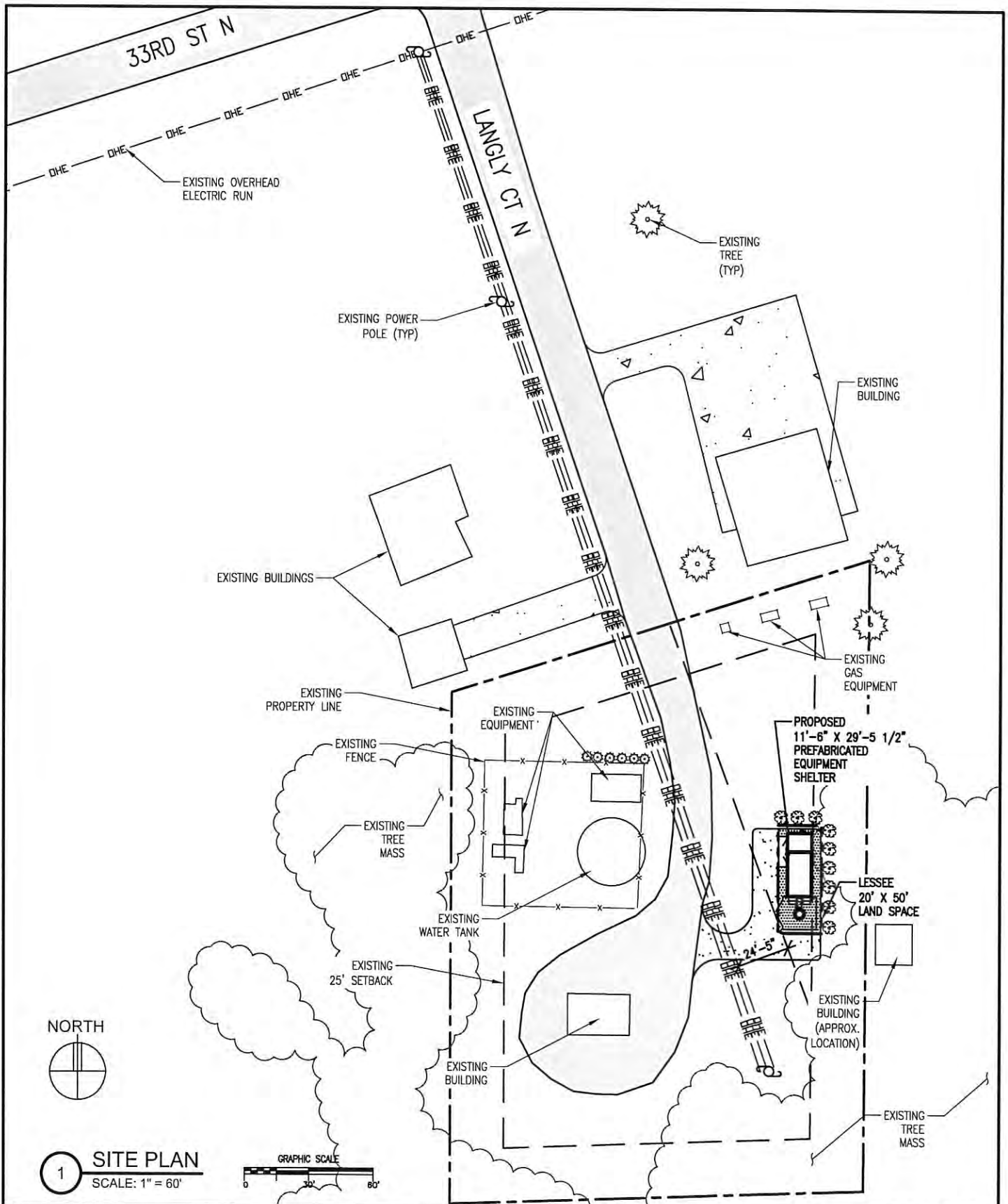
LESSEE 20'-0"
X 50'-0" LAND
SPACE

LESSEE 12'-0"
ACCESS/UTILITIES RIGHTS OF WAY

LESSEE 30'-0"
ACCESS/UTILITIES
RIGHTS OF WAY

LESSEE 10'-0"
UTILITIES
RIGHT OF WAY
EXISTING
POWER POLE

NORTH
MINC
TICKLE



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

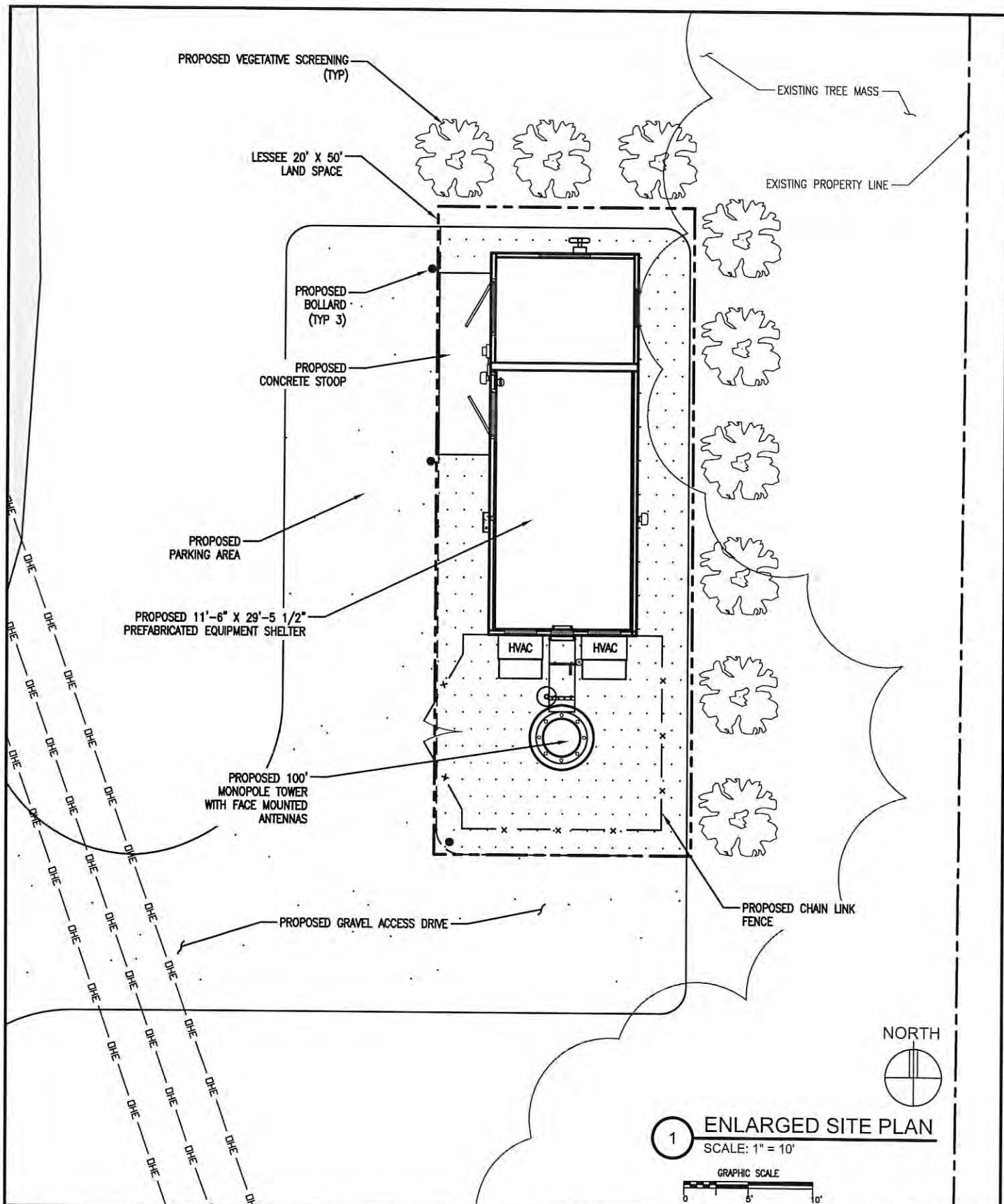
PROJECT: 20141122104

**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**
LANGLY COURT NORTH
LAKE ELMO, MN 55042

DRAWN BY: SJR
DATE: 02-10-15

SS

MINC TICKLE NEW BUILD

	NAME	DATE
RF ENGINEER	MIHAELA OXLEY	04-29-15
OPERATIONS MANAGER	RON SIMMONS	04-29-15
CONSTRUCTION ENGINEER	STEVE COLLIN	04-30-15

SITE NAME:	MING TICKLE
SITE ADDRESS:	3303 LANGLEY COURT N LAKE ELMO, MN 55042
COUNTY:	WASHINGTON
LATITUDE:	N 44° 59' 40.81" (NAD83)
LONGITUDE:	W 92° 52' 49.87" (NAD83)
DRAWING BASED ON	03-19-15
SITE DATA FORM DATED:	B
OCCUPANCY:	V-B
BUILDING TYPE:	
SITE AREA:	20' X 50' = 1000 S.F.
ROOF LOAD:	LIVELOAD = 105 PSF

REV.	DESCRIPTION	SHEET OR DETAIL
A	ISSUED FOR REVIEW 04-28-15	ALL
B	ISSUED FOR PERMITTING 05-27-15	ALL
C	ISSUED FOR PERMITTING 06-18-15	ALL

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

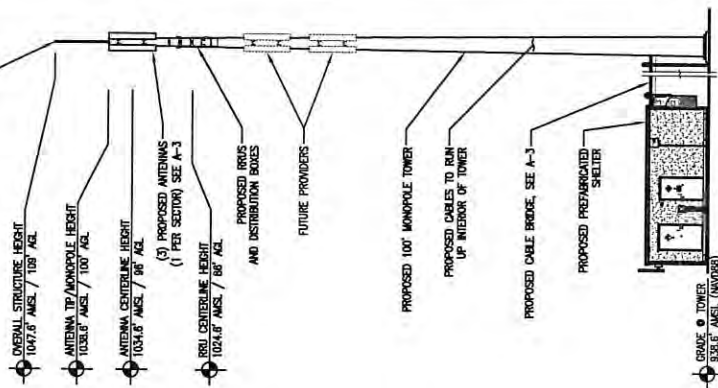
A map of the study area in Minnesota, showing the locations of the four sites (SITE, DODALE, WOODBURY, and RNC) relative to major roads and cities. The map includes a north arrow and a scale bar.

DIRECTIONS FROM BLOOMINGTON, INDC:
FROM NORTH BUSH LAKE ROAD, TURN RIGHT ONTO W. 108TH ST. W. OLD SHAPOREE RD
FOR 13 MILES, THEN TURN LEFT ONTO COUNTY RD 30. SHANDAMALLE BLVD. AFTER 3.4
MILES MERGE ONTO W. 149TH AVE. S. FOR 6.3 MILES, THEN KEEP LEFT AT THE FORK TO
CONTINUE ON W. 149TH AVE. S. FOR 16.3 MILES. THEN TURN RIGHT ONTO 168N N 32.2 MILES, TAKE
EXIT 53 FOR CIRCLE. TURN RIGHT ONTO W-45 634TH ST N AND GO 1.7 MILES. AT THE
TRAFFIC SIGNALS, TAKE THE 2ND EXIT ONTO STILLWATER AVE N. TURN RIGHT ON
MILLBROOK 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 WAREHOUSE. TAKE

NOTE:
1.) TOWER TO BE ERECTED AND
INSTALLED IN ACCORDANCE WITH TOWER
MANUFACTURER'S DRAWINGS NOT
INCLUDED WITH THIS PACKAGE.
DISCREPANCIES BETWEEN TOWER DRAWINGS
AND ARCHITECTURAL DRAWINGS TO BE
REPORTED TO VERIZON WIRELESS AND
THE ARCHITECT IMMEDIATELY.

2.) TOWER FOUNDATION, SHELTER FOUNDATION AND THE ACCESS DRIVE TO BE EXCAVATED AND CONSTRUCTED IN ACCORDANCE WITH RECOMMENDATIONS AND SPECIFICATIONS OF THE GEOTECHNICAL REPORT WHICH IS NOT INCLUDED IN THIS PACKAGE. DISCREPANCIES BETWEEN THE REPORT AND THE OTHER DOCUMENTS TO BE IMMEDIATELY REPORTED TO VERIZON WIRELESS AND THE ARCHITECT.

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



FENCE NOT SHOWN FOR CLARITY

WEST ELEVATION
SCALE: 1" = 20'

GRAPHIC SCALE

T-1

ROBERT J. DAVIS
LICENSED ARCHITECT
STATE OF MINNESOTA
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

06-18-15

DESIGN 1
9873 VALLEY VIEW RD.
EDEN PRAIRIE, MN 55344
(952) 903-9299
WWW.DESIGN1EP.COM

**VERIZON
WIRELESS**
10801 BUSH LAKE ROAD
BLOOMINGTON, MN 55438
(612) 796-2052

PROJECT
20141122104
LOC CODE #311232

MINC
TICKLE

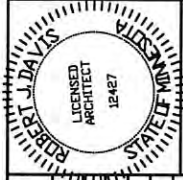
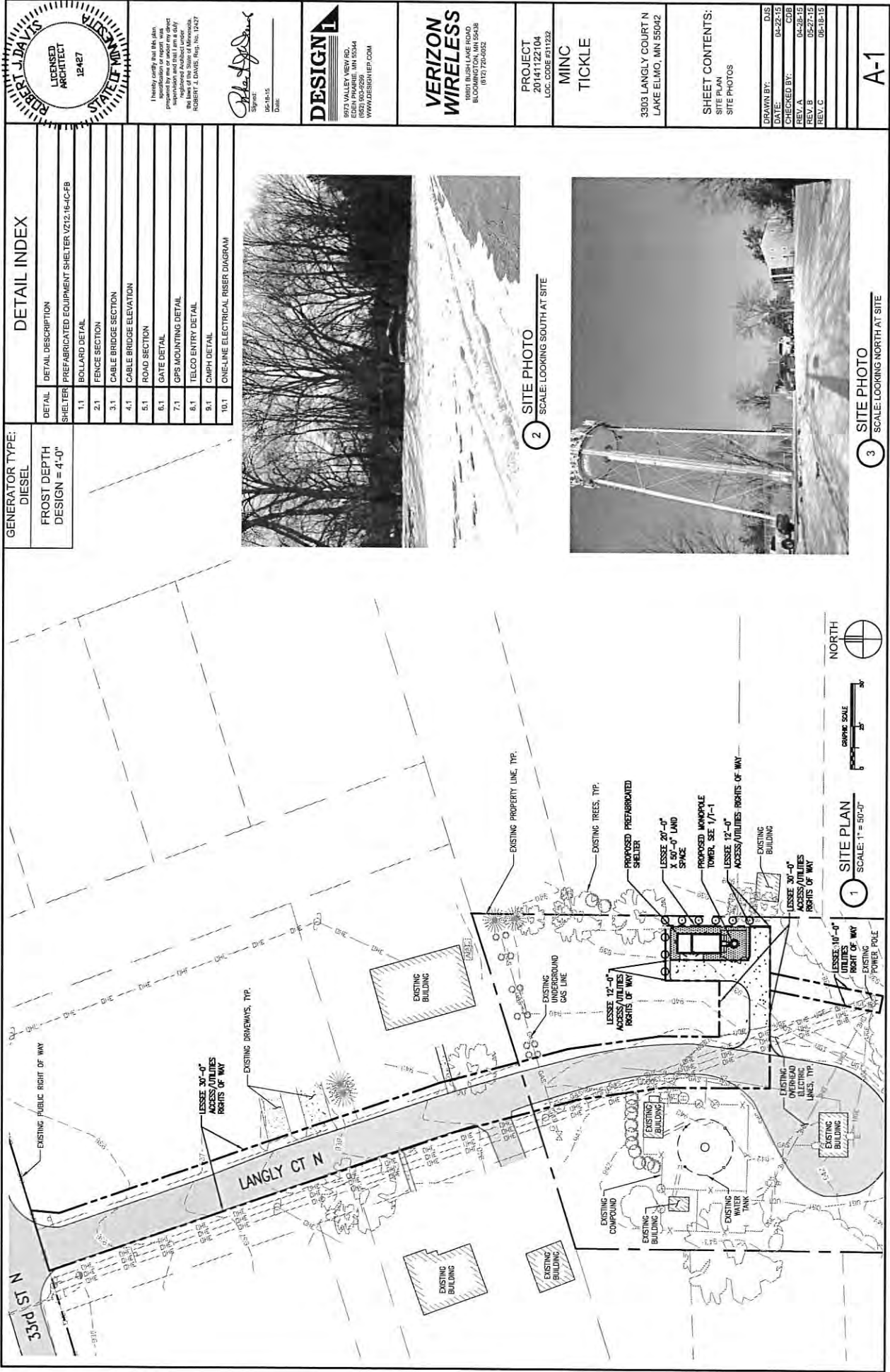
3303 LANGLEY COURT N
LAKE ELMO, MN 55042

SHEET CONTENTS:

CONTACTS
ISSUE SUMMARY
SHEET INDEX
DEPARTMENTAL APPROVALS
ERROR APPROVAL
PROJECT INFORMATION
AREA & VICINITY MAPS
GENERAL NOTES

RAWIN BY:	DJS
DATE:	04-22-15
CHECKED BY:	COB
EV. A	04-23-15
EV. B	05-27-15
EV. C	06-18-15

1111



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

Robert J. Davis
Signature
04-15-15
Date

DESIGN
1
8575 VALLEY VIEW RD.
EDEN PRAIRIE, MN 55344
(952) 903-9599
WWW.DESIGN1EP.COM

VERIZON WIRELESS
10801 BUSH LAKE ROAD
BLOOMINGTON, MN 55438
(612) 722-0052

PROJECT
2014112704
LCC CODE E311232

MINC TICKLE

3303 LANGLY COURT N
LAKE ELMO, MN 55042

SHEET CONTENTS:
SITE PLAN
SITE PHOTOS

DRAWN BY:	DJS
DATE:	04-22-15
CREATED BY:	CGB
REVISION:	04-22-15
REV. B	05-27-15
REV. C	06-18-15

A-1

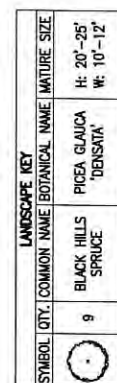
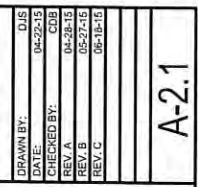


2 SITE PHOTO
SCALE: LOOKING SOUTH AT SITE

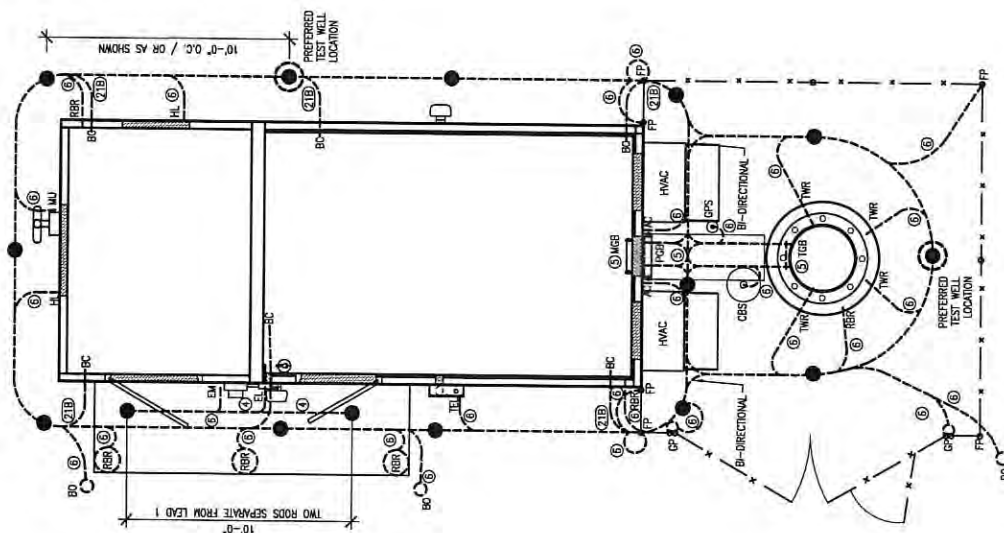
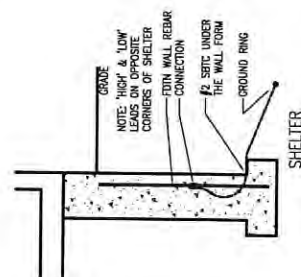
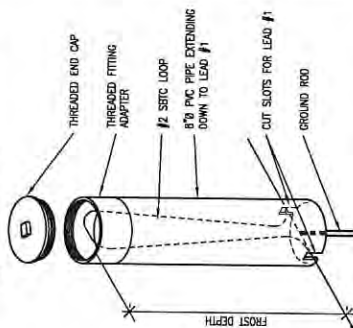
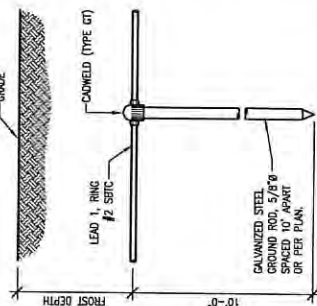


3 SITE PHOTO
SCALE: LOOKING NORTH AT SITE

[illegible]



[illegible]



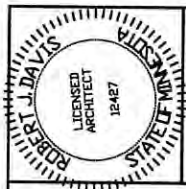
NOTE: CONTRACTOR SHALL ENSURE THAT EACH WHIP IS ROUTED TO LEAD 1 BY THE SHORTEST PATH, AND BENDS SHALL NOT BE LESS THAN 12" RADIUS

GROUNDING PLAN
SCALE: NONE

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

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

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



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

Signed: Pharad J. Sanders
Date: 06-18-15

DESIGN 1
9973 VALLEY VIEW RD.
EDEN PRAIRIE, MN 55344
(952) 903-8250
WWW.DESIGN1EP.COM

**VERIZON
WIRELESS**
10501 BUSH LAKE ROAD
BLOOMINGTON, MN 55438
(612) 730-0052

PROJECT
20141122104
OC CODE #311232

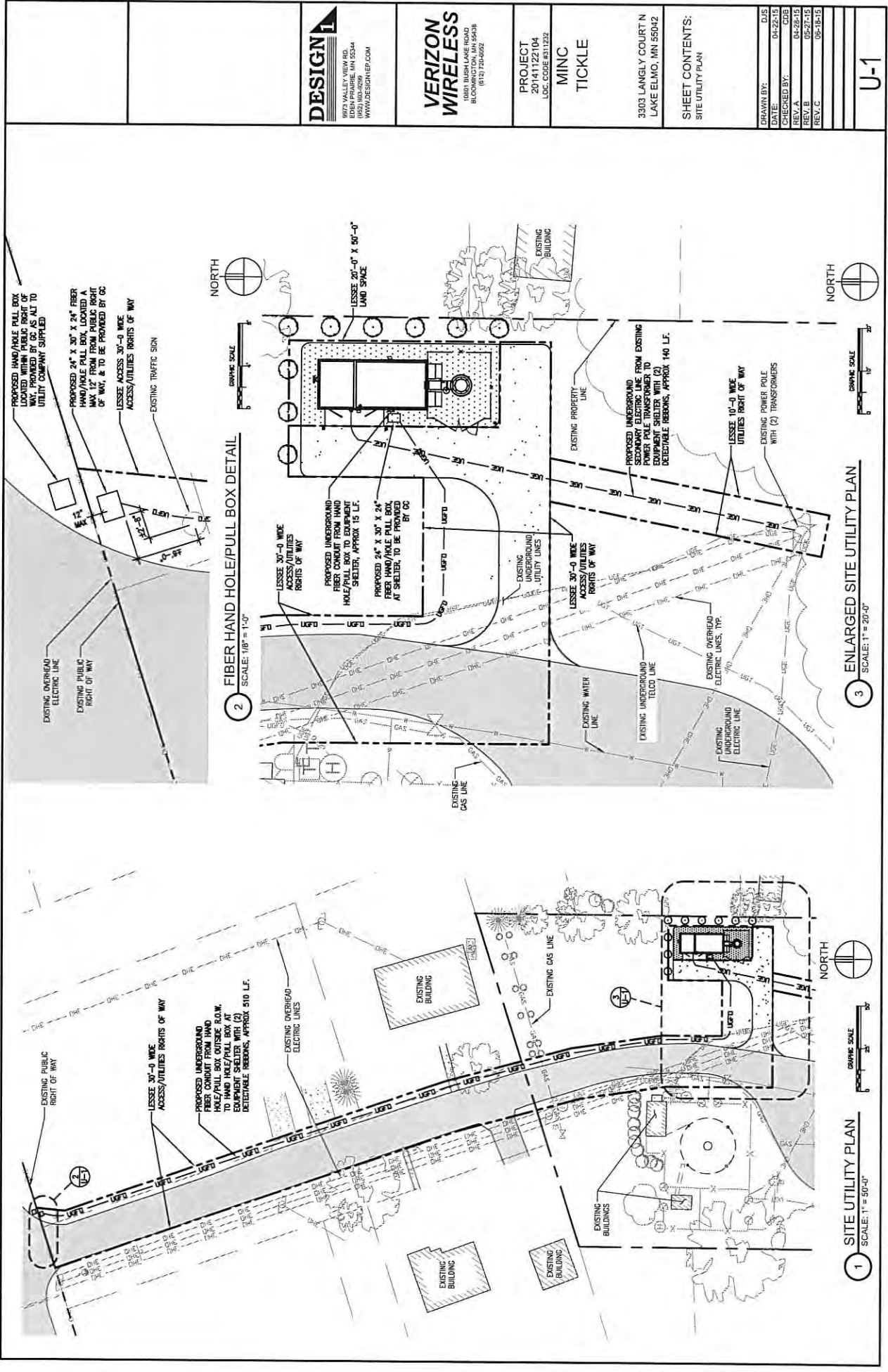
MINC
TICKLE

3303 LANGLEY COURT N
LAKE ELMO, MN 55042

SHEET CONTENTS:
GROUNDING PLAN
GROUNDING DETAILS

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

G-2



DESIGN
1000 BUSH LANE ROAD
BLOOMINGTON, IN 46804
(812) 339-2099
WWW.DESIGN1.COM

VERIZON WIRELESS
1000 BUSH LANE ROAD
BLOOMINGTON, IN 46804
(812) 720-0092

PROJECT
20141122104
LOC. 0326/031282

MINC TICKLE

3303 LANGLEY COURT N
LAKE ELMO, MN 55042

SHEET CONTENTS:
SITE UTILITY PLAN

DRAWN BY:	DJS
DATE:	01-22-15
CHECKED BY:	DOB
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-MN1503-5030, 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 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 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 recurred.

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 3/29/2005 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 58 seconds West along the East line of said Lot 1, 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 20.00 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 1200 foot wide right of way for ingress, egress and utility purposes over, under and across Lot 6, 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 West along the East line of said Lot 6, a distance of 7.52 feet; thence North 89 degrees 00 seconds West along the second line of said Lot 6, a distance of 3.45 feet; thence South 0 degrees 00 minutes 00 seconds West along the third line of said Lot 6, a distance of 1.00 foot; thence beginning of the section line described; thence North 90 degrees 00 minutes 00 seconds West along the fourth line of said Lot 6, a distance of 1.00 foot; 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 Block 1, 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 at the previously described point, "a"; hence North 90 degrees 00 minutes 00 seconds West, a distance of 53.57 feet; thence North 1 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 13 degrees 50 minutes 28 seconds West, a distance of 76.14 feet; hereafter referring to as Point "T"; 45 seconds West, a distance of 240.22 feet to a point hereafter referring to as Point "W". From Point "W" 45 seconds West, a distance of 49 seconds West, a distance of 13.75 feet to the southeasterly right of way line at 33rd Street and 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.

TOGETHER WITH

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 13.85 feet to said southeasterly right of way line of 33rd Street

The sidelines of said right of way shall be shortened or lengthened to terminate at said intersection; right of way line at 31st Street block.

THE UNIVERSITY OF CHICAGO

10.00 foot wide right of way for ingress, egress and utility purposes over, under and across Lot 1, 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 East along the East line of said Lot 6, a distance of 7.52 feet; thence North 89 degrees 17 minutes 22 seconds West, a distance of 5.48 feet; thence South 0 degrees 00 seconds East 00 degrees 00 minutes 00 seconds North 90 degrees 00 minutes 00 seconds West 0 degrees 00 minutes 00 seconds East, a distance of 9.00 feet; thence North 90 degrees 00 minutes 00 seconds East, a distance of 38.00 feet; thence North 90 degrees 00 minutes 00 seconds East, a distance of 9.00 feet; thence North 90 degrees 00 minutes 00 seconds East, a distance of 38.00 feet to the Point of Beginning of the centerline to be described; thence South 1 degrees 00 minutes 25 seconds West, a distance of 82.00 feet and said centerline there 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.

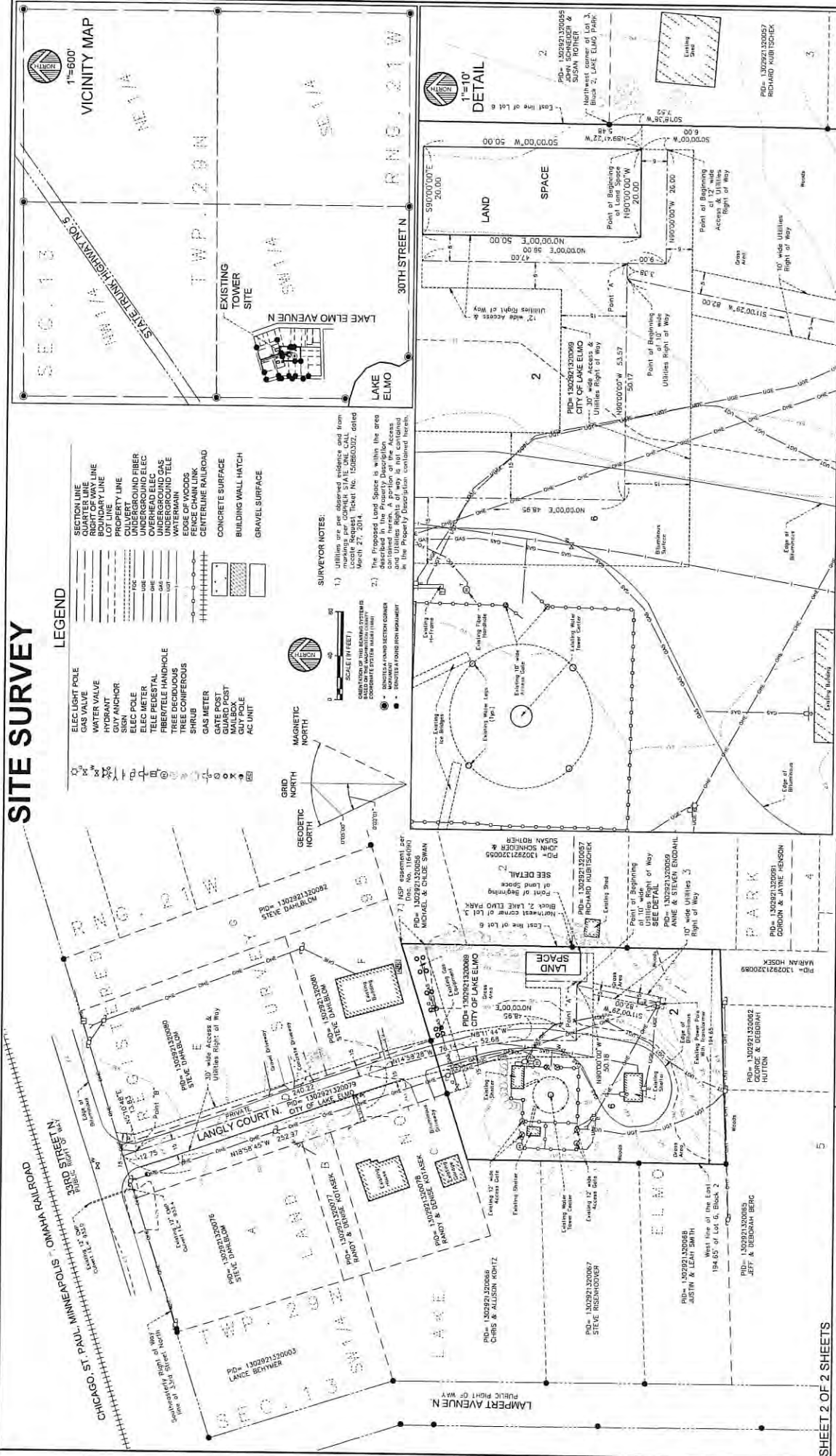
SIGNATURE: Shawn M. Kupcho SHAWN M. KUPCHO, U.S.
DATE: 6/3/15 LICENSE # 45021



WIDSETH SMITH NOLTING
Engineering | Architecture | Surveying | Environmental

TOTAL TONGUE MUSCLES: 100%

SITE SURVEY



DESIGN 1

SITE NAME: MINC TICKLE

Washington County, MN

[illegible][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. Kujcho
SHAWN M. KUJCHO, L.S.
DATE: 6/3/15
LICENSE # 49271

FULL SCALE ON 22°34'
 HALF SCALE ON 11°17'
 0.004 0.003 0.002 0.001

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:

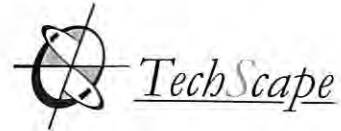
By: _____

Its: _____

Date: _____

Exhibit "A"

(Sketch of Premises within Property)



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

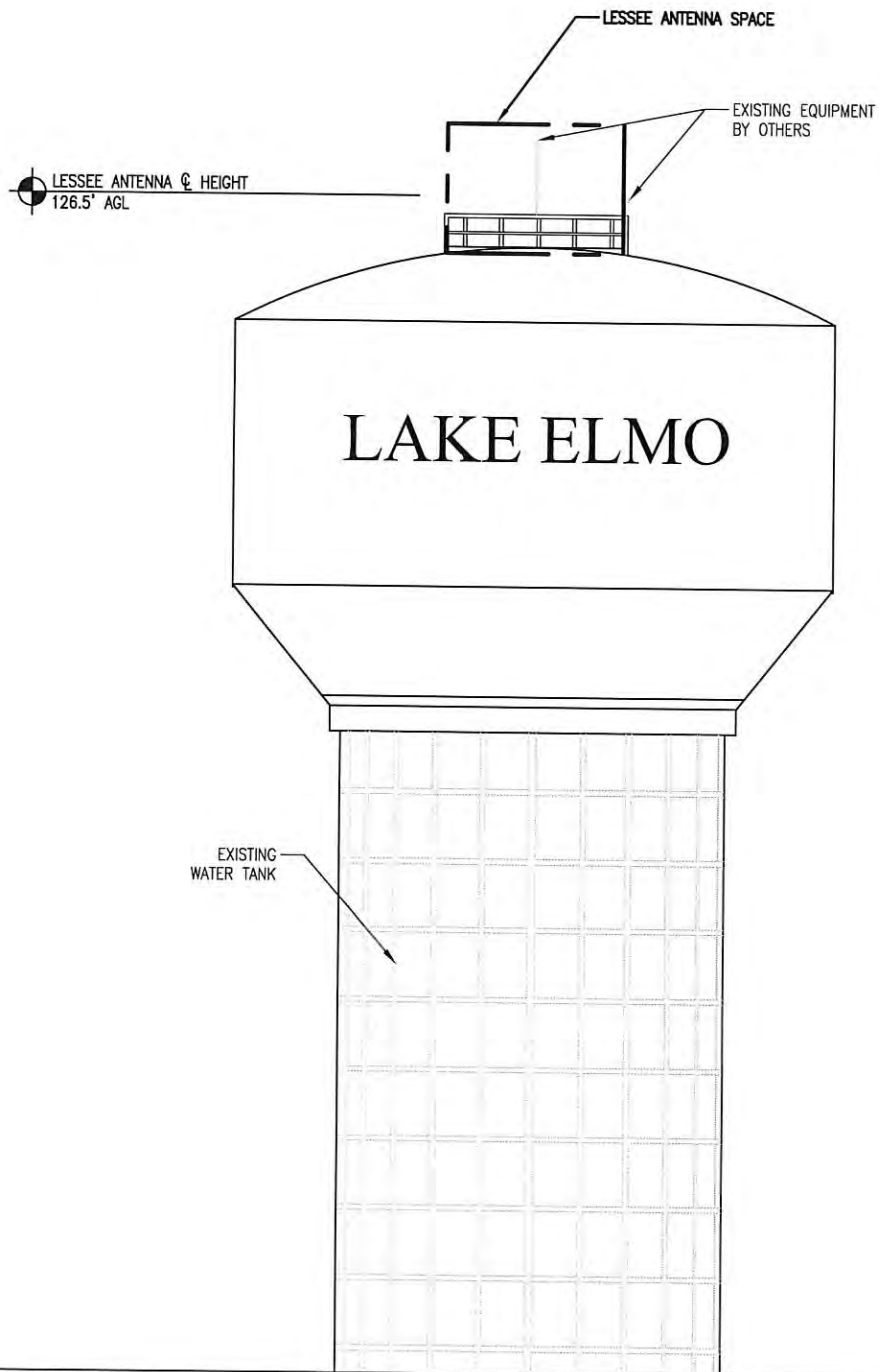
LESSEE 18' X 36'
LAND SPACE

LESSEE 10'
UTILITIES RIGHT
OF WAY

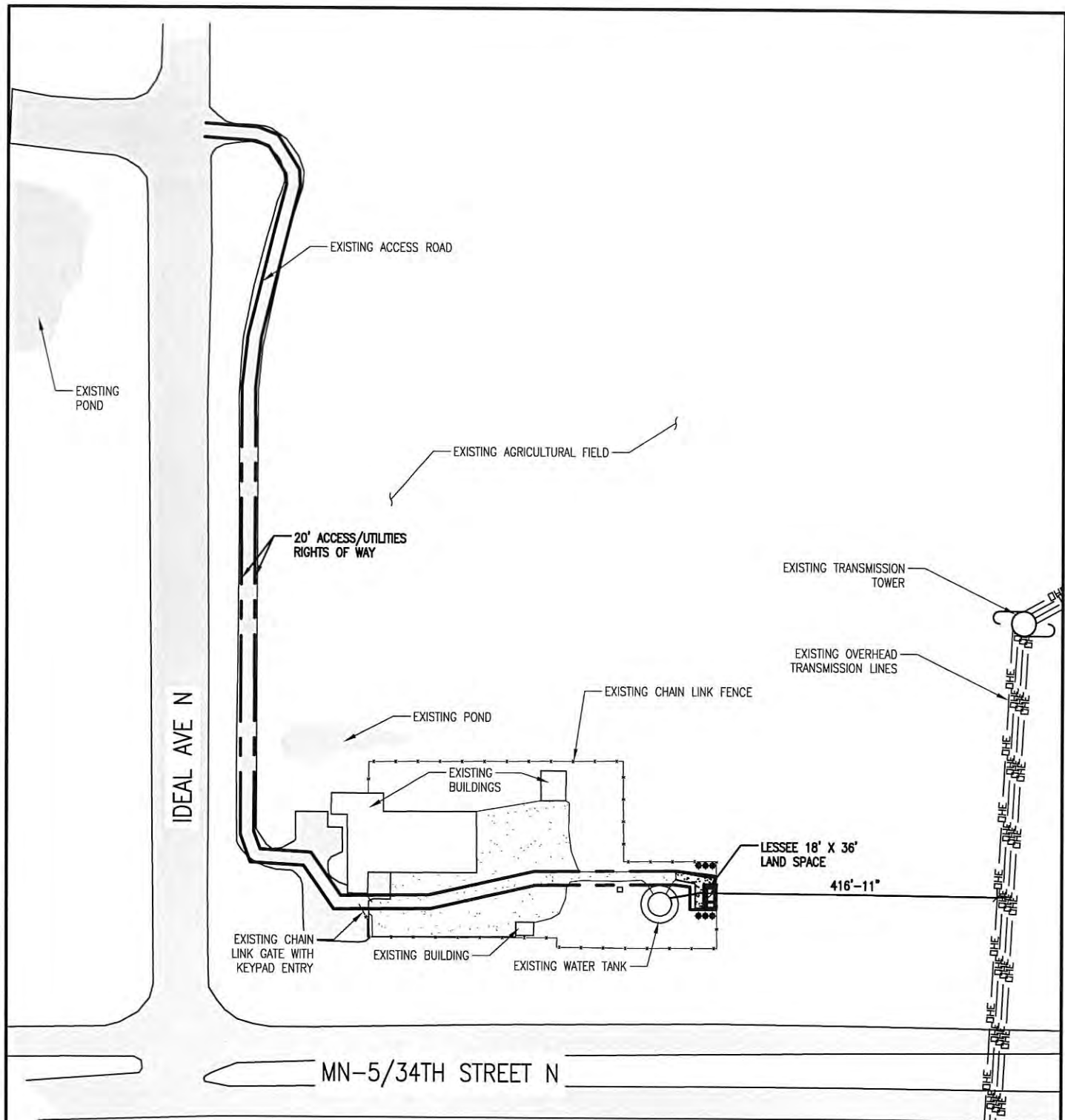
NORTH



MINC
BALROG



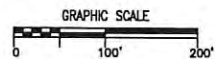
MINC
BALROG



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

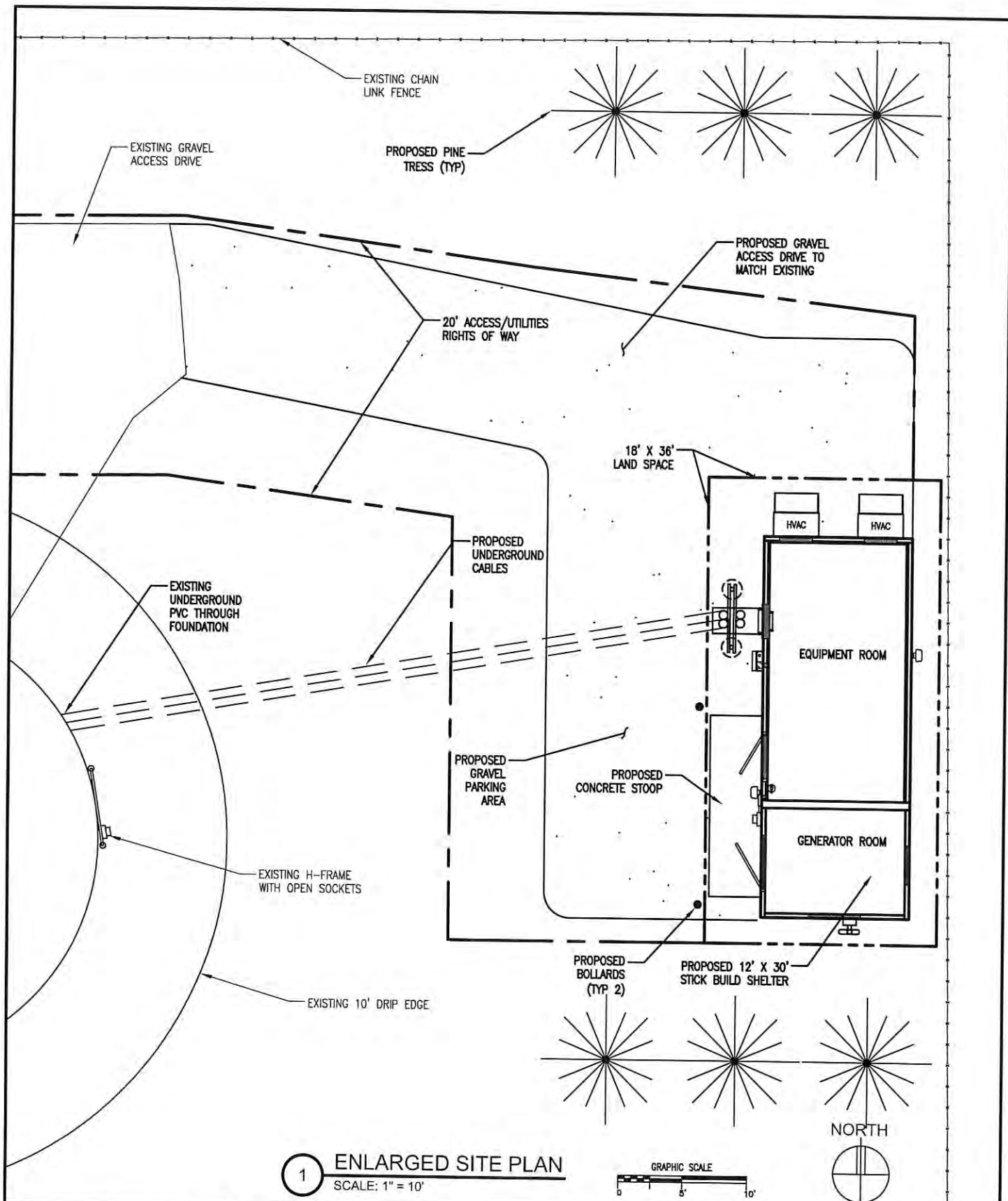
PROJECT: 20141112995

**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**

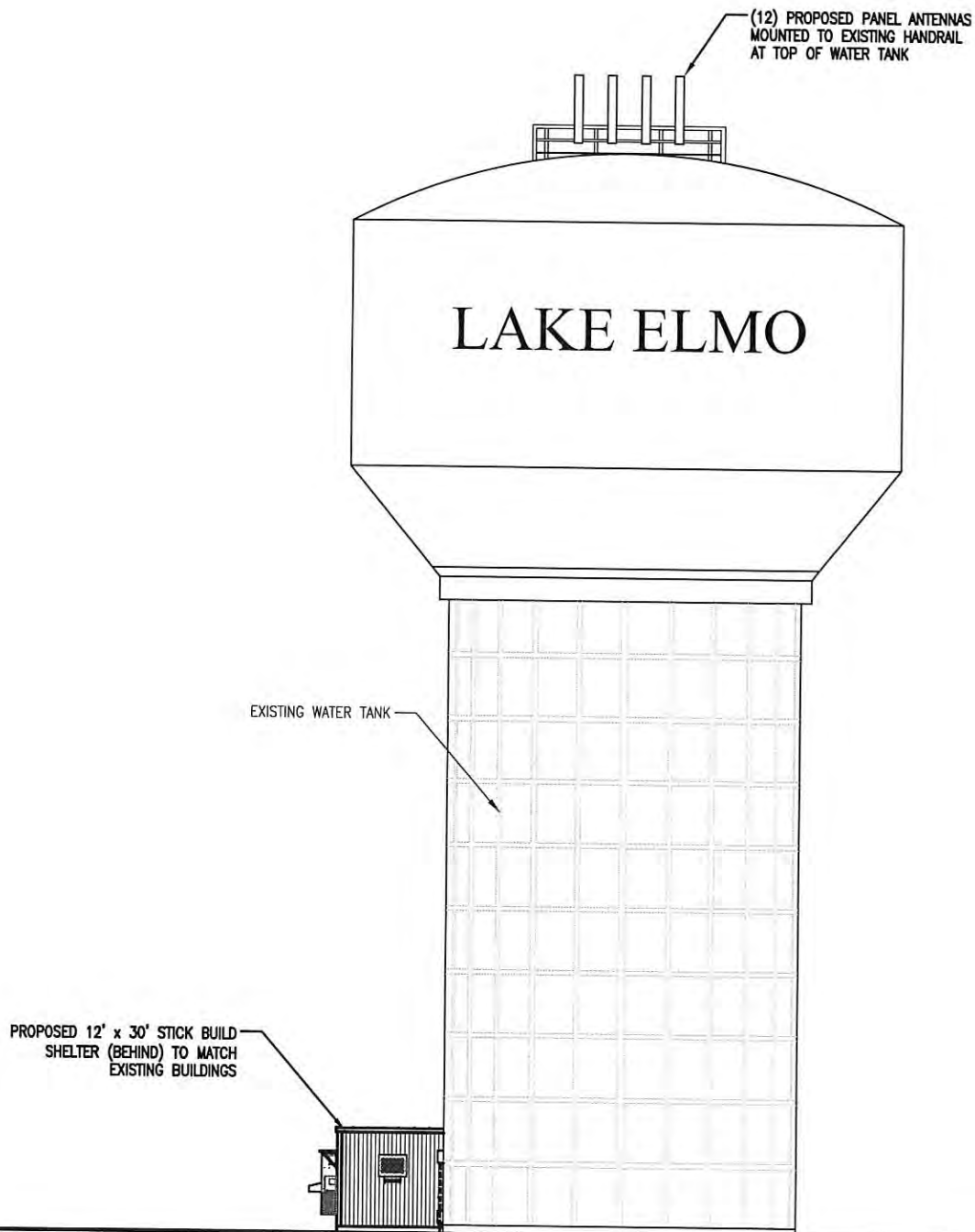
IDEAL AVE
LAKE ELMO, MN 55042

SS V.2 04-23-15

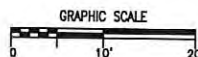
DRAWN BY: SJR

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

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

SS-3

ROBERT J. DAVIS
LICENSED ARCHITECT
12427
STATE OF MINNESOTA

Robert J. Gaudin
Signed: _____
Date: 16-04-15
Title: _____



ROBERT J DAVIS, AIA
ARCHITECT
9973 VALLEY VIEW RD.
EDEN PRAIRIE, MN 55344
(952) 903-9299
WWW.DESIGN1EP.COM

**VERIZON
WIRELESS**

10801 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
DEPARTMENTAL APPROVALS
ERROR APPROVAL
PROJECT INFORMATION
AREA & VICINITY MAPS
GENERAL NOTES

DRAWN BY:	STACEY R.
DATE:	02-10-15

RECORD SET	CDS
EV. A	05-13-15
EV. B	06-04-15

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[illegible]

T-1

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-8	STRUCTURAL PLANS AND DETAILS
	SURVEY

PROJECT INFORMATION

SITE NAME:	MING DALROG	ANTENNA CENTERLINE HEIGHT:	1137.8' AMSL - 126.5' AGL
PROJECT NUMBER:	20141112995	POWER HEIGHT:	1133.0' AMSL - 121.7' AGL
SITE ADDRESS:	IDEAL AVENUE LAKE ELMO, MN 55042	OVERALL STRUCTURE HEIGHT:	1144.46' AMSL - 133.16' AGL
CITY:	WASHINGTON	DRAWING BASED ON	03-19-15.
COUNTY:	N44° 58' 54.07" (NAD83)	SITE DATA FORM DATED:	B
LONGITUDE:	W92° 56' 28.69" (NAD83)	OCCUPANCY:	V-6
GROUNDELEVATION:	1011.3' AMSL (NAVODBB)	BUILDING TYPE:	18' X 38' = 648 S.F.
ANTENNA TIP HEIGHT:	1141.8' AMSL - 130.9' AGL	SITE AREA:	LIVELOAD = 109 PSF
		ROOF LOAD:	
		PARKING:	PROVIDED
		ESTIMATED COAX RUN:	(2) BRUR HYBRID CABLE 327' LONG
PROJECT DESCRIPTION: TO BE CONSTRUCTED EQUIPMENT SHELTER AND ANTENNAS TO IMPROVE THE COMMUNICATION SERVICE IN THE LAKE ELMO, MN AREA.			

NOTE: THESE DRAWINGS DO NOT CONSTITUTE A STRUCTURAL ANALYSIS, BUT WERE PREPARED BASED ON INFORMATION SUPPLIED, AND THEREFORE ARE AS ACCURATE AS THE SUPPLIED DATA. THE STRUCTURAL ANALYSIS WAS PERFORMED BY OTHERS AND IS NOT REVIEWED HERE. THESE DRAWINGS WERE CONSIDERED THAT THE STRUCTURAL ANALYSIS HAS BEEN PROPERLY PREPARED AND DOCUMENTED. PLEASE COORDINATE ANY STRUCTURAL CONCERNS/ANALYSIS OR ANY LOADING MODIFICATIONS TO THE CONSULTANT WHO AUTHORED THE ANALYSIS AND NOTIFY DESIGN 1 IMMEDIATELY OF THE ISSUE.

VERIZON WIRELESS
DEPARTMENTAL APPROVALS

	NAME	DATE
RF ENGINEER	MIHAELA OXLEY	05-19-15
OPERATIONS MANAGER	RON SIMMONS	05-19-15
CONSTRUCTION ENGINEER	STEVE COLLIN	06-01-15

LESSOR / LICENSOR APPROVAL

SIGNATURE	PRINTED NAME	DATE

LESSOR / LICENSOR: PLEASE CHECK THE APPROPRIATE BOX BELOW

☐ NO CHANGES. ☐ CHANGES NEEDED. SEE COMMENTS ON PLANS.

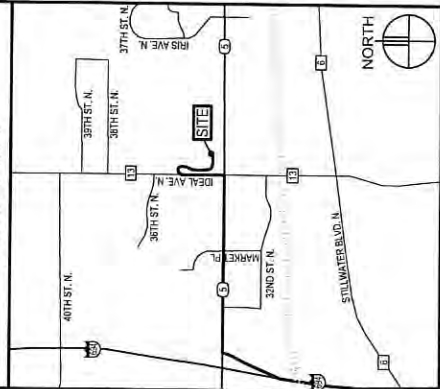
ISSUE SUMMARY

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

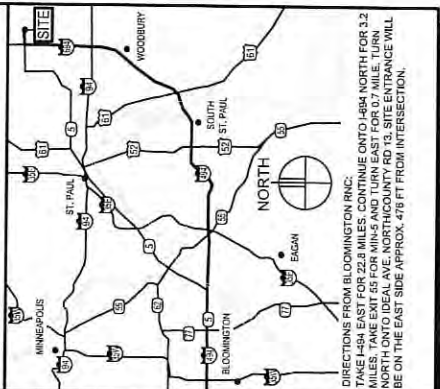
CONTACTS

LESSOR / LICENSOR:	CITY OF LAVERNO 3950 LAVERNE AVE. N. MINNETONKA, MN 55345 TOM BOUTHLEIT (651) 777-5510
LESSEE:	VERIZON WIRELESS 10801 BUSH LAKE ROAD ROCKFORD, MN 55458 RON REITER (612) 725-0552
POWER UTILITY COMPANY CONTACT:	XCEL ENERGY 1000 CHESLOR AVE. MINNETONKA, MN 55303 KELSEY LOONIE (651) 778-3154
TELECOM UTILITY COMPANY CONTACT:	T.D.
ARCHITECT:	DESIGN 1 OF EDEN PRAIRIE, LLC. 5973 VALLEY VIEW ROAD EDEN PRAIRIE, MN 55344 (952) 903-9298
SUBVEYOR:	WIDSETH SMITH NOLTING 610 FILLMORE STREET - PO BOX 1028 ALEXANDRIA, MN 55006-1028 320-918-4149
STRUCTURAL ENGINEER:	ULTEC ENGINEERS 5201 E. RIVER ROAD, SUITE 308 MINNETONKA, MN 55421 (763) 971-2500
GEOTECHNICAL ENGINEER:	T.D.

VICINITY MAP

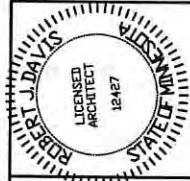


AREA MAP



GENERAL NOTES

1. In the event that Special Provisions are not performed in compliance with the contract terms, bid specifications and/or specified form, the General Contractor will be liable for all damages, construction performance, failures, and corrective actions related to them.
2. The following general notes shall apply to drawings and permit applications submitted or specified.
 - a. The work delineated in these drawings and described in the specifications shall conform to codes, standards and regulations that have jurisdiction in the state of MINNESOTA and the city of LAKE ELMO
3. Requirements and regulations pertaining to R.F. safety codes and practices must be incorporated in the work even though they may not be listed individually and specifically in either the drawings or the specifications.
4. Compare field conditions with architectural and engineering drawings. Any discrepancies shall be directed to the Architect for clarification prior to fabrication of the work. No changes shall be made without approval by the Architect. No information or details on these sheets may be used without the permission of the owner, or the architect.
5. Do not scale drawings! 11" x 17" drawings to scale. 24" x 36" drawings scale multiply by 2
6. Unless otherwise shown or noted, typical details shall be used where applicable.
7. Details shall be considered typical if similar conditions.
8. Safety measures: The contractor shall be solely and completely responsible for the conditions of the job site, including safety of the persons and property of others. The contractor shall be responsible for the safety of their employees. The Architect's Engineer's job site review is not intended to include review of the adequacy of the contractor's safety measures.
9. Unlabeled dimensions shall be taken from the centerline of the roadway.
10. Which these plans and specifications, "Owner" implies VERIZON WIRELESS.
11. The work is the responsibility of the general contractor unless noted otherwise.
12. The terms "contractor" and "you" refer to the specific named contractor and the general contractor's subcontractors. It is the general contractor's responsibility to determine the division of work among sub-contractors.
13. The general contractor is responsible in obtaining necessary public and private underground utility locates services prior to start of excavating / construction.



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, License No. 12427

Robert J. Davis
Signature
09-04-15
Date

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VERIZON WIRELESS
1801 BUSH LAKE TRAIL
BLOOMINGTON, MN 55426
(612) 720-0522

PROJECT
20141112995

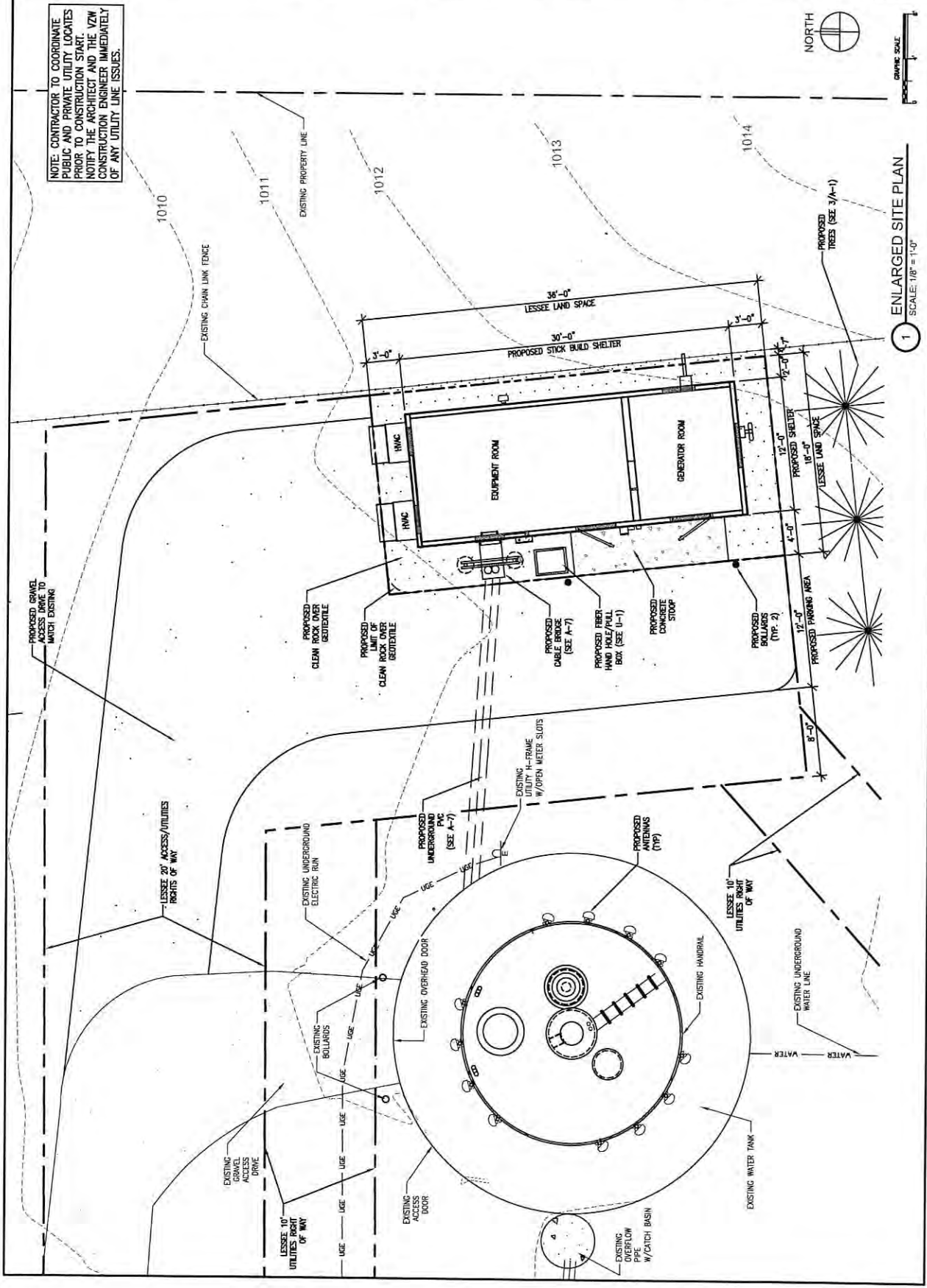
MINC
BALROG

IDEAL AVENUE
LAKE ELMO, MN 55042

SHEET CONTENTS:
ENLARGED SITE PLAN

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

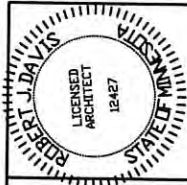
A-2



NOTE: CONTRACTOR TO COORDINATE PUBLIC AND PRIVATE UTILITY LOCATES PRIOR TO CONSTRUCTION START. NOTIFY THE ARCHITECT AND THE VZW CONSTRUCTION ENGINEER IMMEDIATELY OF ANY UTILITY LINE ISSUES.

1 ENLARGED SITE PLAN
SCALE: 1/8" = 1'-0"

SCALE: NONE



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: 04-04-15

DESIGN
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ARCHITECT
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(612) 724-0652

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 05-04-15

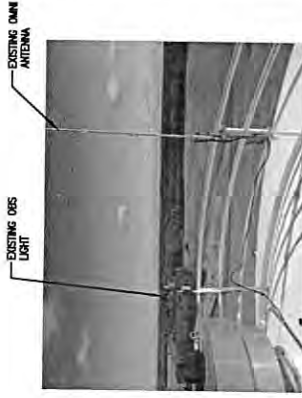
A-4



5 EXISTING WATER TANK
LOOKING EAST



4 EXISTING CONDUIT ENTRY
INSIDE OF WATER TANK

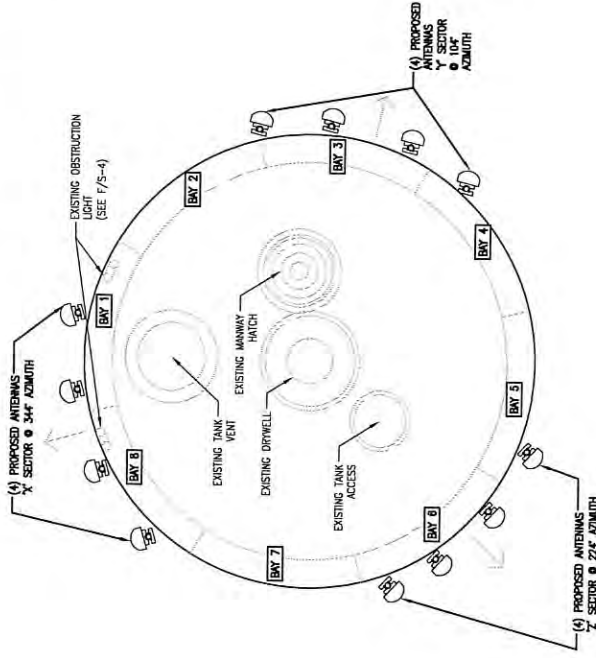


6 EXISTING EQUIPMENT ON TOWER
TOP OF TANK

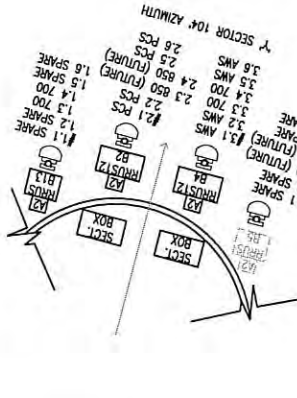
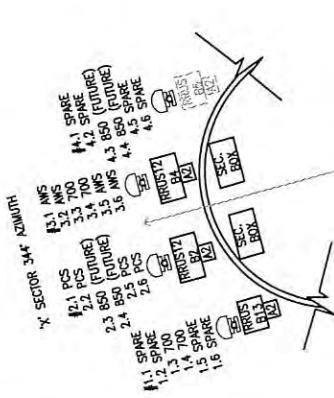
NOTE: CONTRACTOR TO OBTAIN CURRENT FINAL SDF & FAA DETERMINATION FROM VZW PRIOR TO CONSTRUCTION COMMENCEMENT

OVERALL STRUCTURE HEIGHT / 131.16' AGL
ANTENNA TIP HEIGHT / 114.18' AGL
ANTENNA CENTERLINE HEIGHT / 113.78' AGL

PROPOSED ANTENNAS
TO BE MOUNTED
TO HANGAR



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

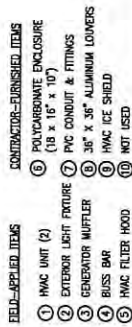


3 ANTENNA MOUNTING DETAIL
SCALE: 3/16" = 1'-0"

NOTE: THE ARCHITECT MAKES NO WARRANTY, EXPRESSED OR IMPLIED, OF THE ACCURACY OF THE STRUCTURAL ANALYSIS AND THE CONSTRUCTION OF THE TOWER SHOWN ON THESE DOCUMENTS AND THE STRUCTURAL ANALYSIS

NOTE: FENCE NOT SHOWN FOR CLARITY

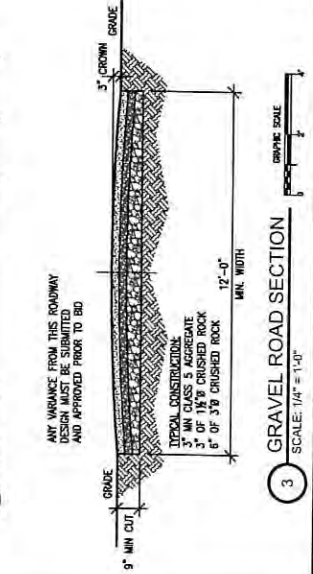
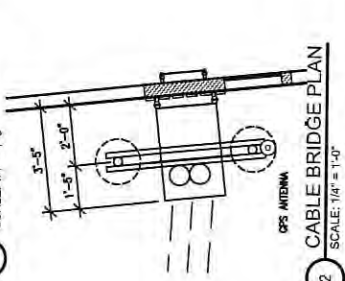
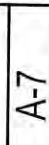
1 EAST ELEVATION
SCALE: 1" = 30'



2 TRANSVERSE SECTION
SCALE: 3/8" = 1'-0"



- | 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 | | | |



An external buried ground lead (Lead 1) shall be established around the equipment, shelter and lower foundations. Lead 1 shall be kept 2'4" apart from foundations; if foundations are less than 48" apart, foundations shall be spaced 48" apart. The length of the lead shall be 100' or more. The length of the lead shall be over 20'-30" from the equipment shelter, a separate lead shall be established around each foundation, and the two Lead 1's shall be bonded with two parallel leads. The length of the lead shall be 100' or more. Between the two Lead 1's shall be buried two bi-directional whip leads.

Monopole towers:

All subgrade connections shall be by exothermic weld, brazed weld, or gas-tight UL-457-listed compression fittings pre-filled with anti-oxidant compound.

Subgrade connections shall not be "cold galvanize" coated.

Self-Support Towers:

All subgrade connections shall be by exothermic weld, brazed weld, or gas-tight UL-457-listed compression fittings pre-filled with anti-oxidant compound.

Subgrade connections shall not be "cold galvanize" coated.

Lead 1 shall be #2 solid bare tin-clad (SPTC) copper wire buried at local frost depth. Lead 1 bends shall be minimum 24" radius. Whip lead bends may be of

12" radius.

Guyed Towers:

- Two whips to flange(s) on the tower base. If none are provided, attach to the baseplate or consult tower manufacturer.
- Establish a Lead 1' within the fence enclosure of each guy anchor, at least 40 foot perimeter and having 4 guy anchors.

Ground rods shall be galvanized steel, 5/8", spaced 6' apart, at least 6' deep. Rods shall be kept min. 24 inches from building. Ground rods shall be installed at their full specified length. Depth shall be as shown in Detail 1/51.

SPECIAL CONSIDERATIONS FOR GROUND RODS:

- #2 SBTC leads shall extend up, and be clamped (bronze clamshell or equal), to any two guy wires. NEVER weld leads to the guy wires. The lead to the

When ground rods are not specified to be backfilled w/ Bentonite Slurry: If boulders, bedrock, or other obstructions prevent driving of ground rods, the Contractor will need to have drilling equipment bore a hole for ground rod placement. Hole to be backfilled w/ Bentonite Slurry.

[illegible]

Fuel tanks: NEVER penetrate the fuel containment. Metal tanks shall have one whip lead attached. Use an approved clamp or two-hole lug on an available flange.

[illegible]

- Each HVAC package unit.
- Commercial electric meter box.
- Generator fuel tank.
- Steel building skin, if shelter is metal frame.
- Each intake or exhaust fan vent tower.
- Each generator vent hood or tower.
- Opposite corners of generator support frame, if separate from shelter.

Generator fuel tank, if separate from generator unit.

Sheltering within 25 feet.

Each MPGP (Main Point of Presence), if external to equipment shelter.

Each generator module, one each to the ladder and to the manhole rim.

Grounding and Bonding Requirements

Galvanized items shall have zinc removed within 1" of weld area, and below joint contact area. After welding, the joint shall be coated with cold galvanizing compound.

Ground Bar Leads

Ground bars are isolated electrically from lower bellows

and equipment shelters by their standoff mounts.

Leads from each ground bar to the ground ring shall

be a pair of #2 SPTC, each connected to lead 1.

Leads from each ground bar to the ground ring shall

be a pair of #2 SPTC may be required between ground bars. Leads

from each ground bar to the ground ring shall be

isolated electrically from lower bellows and equipment

shelters by their standoff mounts. Leads from each

ground bar to the ground ring shall be a pair of #2

SPTC may be required between ground bars. Leads

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isolated electrically from lower bellows and equipment

shelters by their standoff mounts. Leads from each

ground bar to the ground ring shall be a pair of #2

SPTC may be required between ground bars. Leads

from each ground bar to the ground ring shall be

* The Main Ground Bar (MGB), typically mounted inside on the equipment shelter 'back' wall.

Inspection & Testing

Test lead #1 and ground rods after installation but before backfilling or connecting to any other grounding, using the "point of potential method." Contractor to verify the continuity of the transmission line ground at least 48 hours prior to testing. Document installation and test results with photographs.

① #2 SBTC AROUND SHELTER, TOWER, OR GUY ANCHOR
 ● 5/8" X 10'-0" GALVANIZED STEEL GROUND ROD
 ◎ TEST WELL PREFERRED LOCATION
 #2 SBTC "WHIP" LEAD
 ⑤ #2 SBTC FROM MBS, POS. OR TQS TO LEAD 1

[illegible]

Note: Contractor to provide #2 solid bare tin-clad (SBTC) copper wire lead from #1 ground ring to air conditioner & ice shield if provided by VZW.

Fuel Lines: NEVER penetrate the fuel containment. Metal tanks shall have no sharp lead contacts. Use an approved clamp or two-hole lug on an available flange.

chipping (AUNYD YASC 27C 142Z). Surfaces that are galvanized or coated shall have coating(s) removed prior to bolting. Bolts shall be stainless steel with flat finish. Bolts shall be galvanized or coated with a zinc or zinc alloy coating. Bolts shall be coated with a weathering bolting fastener. The fastener must be a zinc or zinc alloy coating. Star-bolts with zinc washers can be used between lug & dissimilar metal (copper-to-steel, etc.) but are not required between copper-to-copper or CU bars. Lug torques shall be 400 ft-lb for CU bars. Lug torques shall be 100 ft-lb for steel. Lug bolts shall be torqued to the specified torque and the connection shall be sealed with anti-bolting. The connection shall then be coated with cold-galvanizing compound, or with color-matching paint.

Ground bars exposed to weather shall be tin-plated copper, and shall be clean of any oxidation prior to lug connection.

Equipment Shelters and Other General Requirements:

- Equipment shelters shall be 10' x 10'.
- Equipment shelters shall be galvanized steel with two-way connections as needed. Generator-equipped shelters have 6 such connections. Connections within the shelter shall be by compression; NEVER weld inside the shelter.
- Each vertical support pipe of the exterior cable bridge. Bridge and shall be kept at least 6" from the tower structure. The cable bridge shall be jumpered to support pipes with #2 SMC at each vertical support pipe.
- Opposite corners of the roof shield over the equipment shelter.
- Equipment shelter, which, if separate (may be jumpered to main roof shield).

- Each HVAC package unit.
- Commercial electric meter box.
- Generator fuel tank.
- Steel building skin, if shelter is metal frame.
- Each intake or exhaust fan vent tower.
- Each generator vent hood or tower.
- Opposite corners of generator support frame, if separate from shelter.

Generator fuel tank, if separate from generator unit.

Sheltering within 25 feet.

Each MPGP (Main Point of Presence), if external to equipment shelter.

Each generator module, one each to the ladder and to the manhole rim.

Grounding and Bonding Requirements

Galvanized items shall have zinc removed within 1" of weld area, and below joint contact area. After welding, the joint shall be coated with cold galvanizing compound.

Ground Bar Leads

Ground bars are isolated electrically from lower bellows and equipment shelters by their standoff mounts. Leads from each ground bar to the ground ring shall be a pair of #2 SPTC, each connected to lead 1 and lead 2.

SPTC may be required between ground bars. Leads

shall be routed to ground bars as follows:

* The Main Ground Bar (MGB), typically mounted inside on the equipment shelter 'back' wall.

Inspection & Testing

Test lead #1 and ground rods after installation but before backfilling or connecting to any other grounding, using the "point" oil of potential method. Contractor to verify that the transmission line construction engineer at least 48 hours prior to testing. Document installation and test results with photographs.

WELD: BURNS & BETTS, 5485566 "BROWNS" CRIMP; BURNDY, PLAC 2TC 14EZ, 10,000 PSI SREWN; RECOGNIZED, EN 29220H-75.312

TYPE RJ

WELDED, CRIMPED

TYPE HS

TYPE VS

ROUND SURFACE

TYPE BS

FLAT SURFACE

TYPE GT

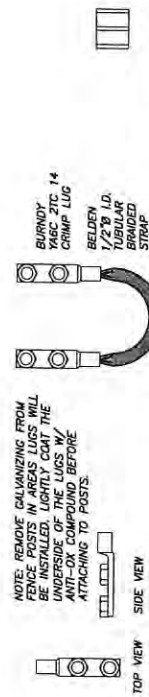
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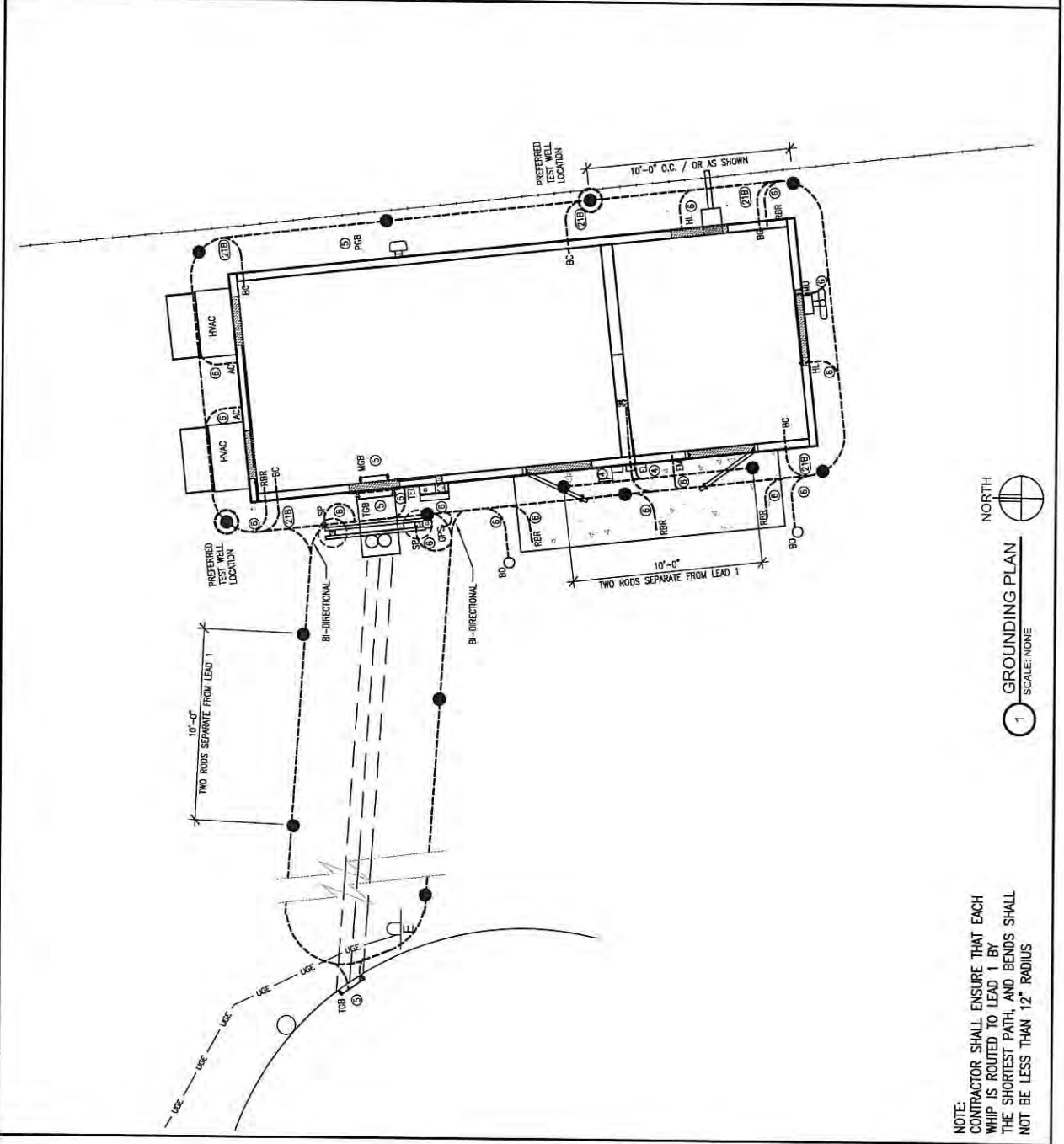
TYPE QL LUG

SCALE: NONE

1 EXOTHERMIC WELD DETAILS
SCALE: NONE

G-1





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

DESIGN 1

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VERIZON WIRELESS

MINC
BALROG

PROJECT
2014112995

IDEAL AVENUE
LAKE ELMO, MN 55042

SHEET CONTENTS:
GROUNDING PLAN
GROUNDING DETAILS

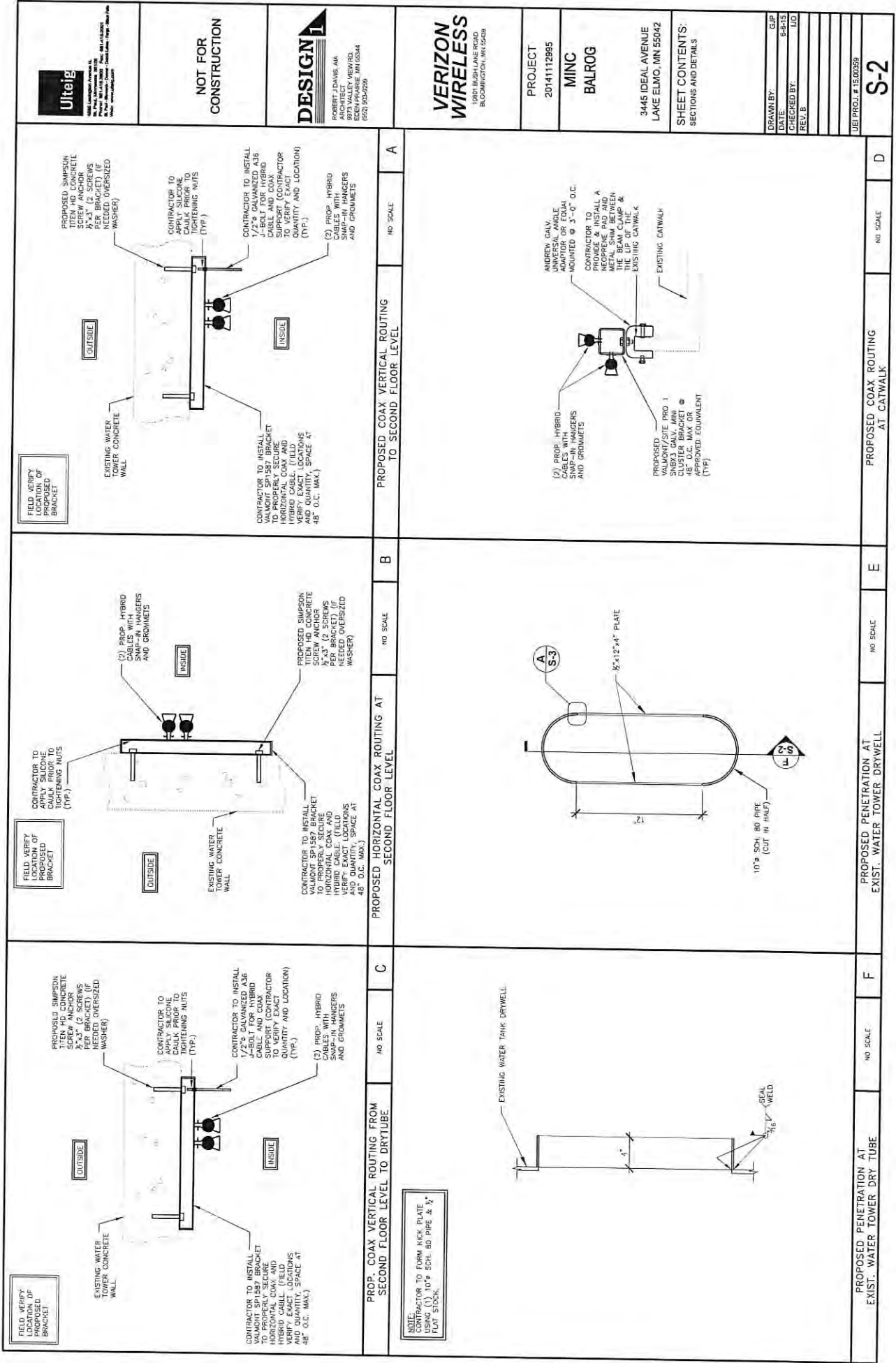
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DATE: 02-10-15
CHECKED BY: COB
REV. A: 05-13-15
REV. B: 06-04-15

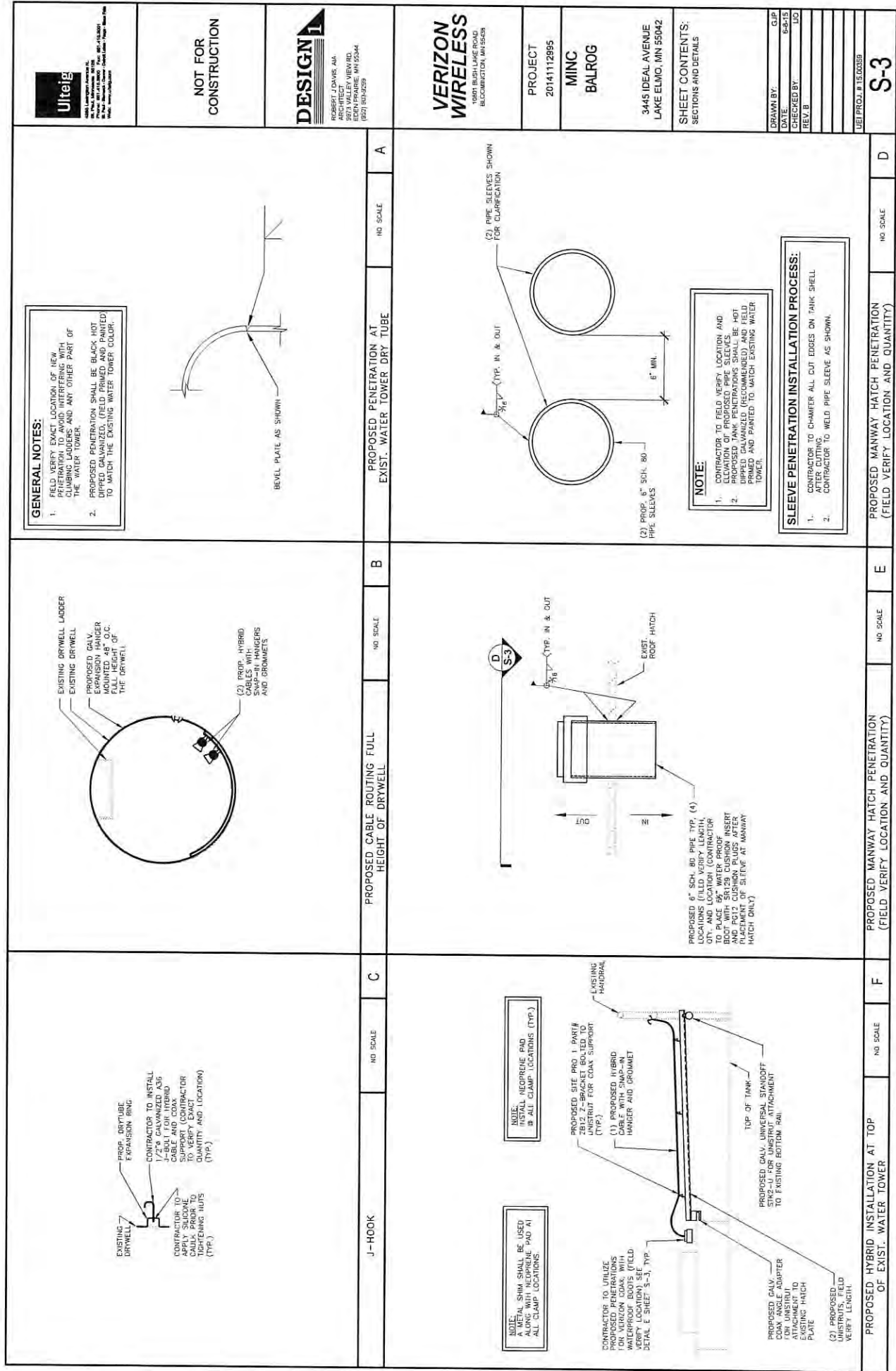
1 GROUND ROD DETAIL
SCALE: 1/2" = 1'-0"

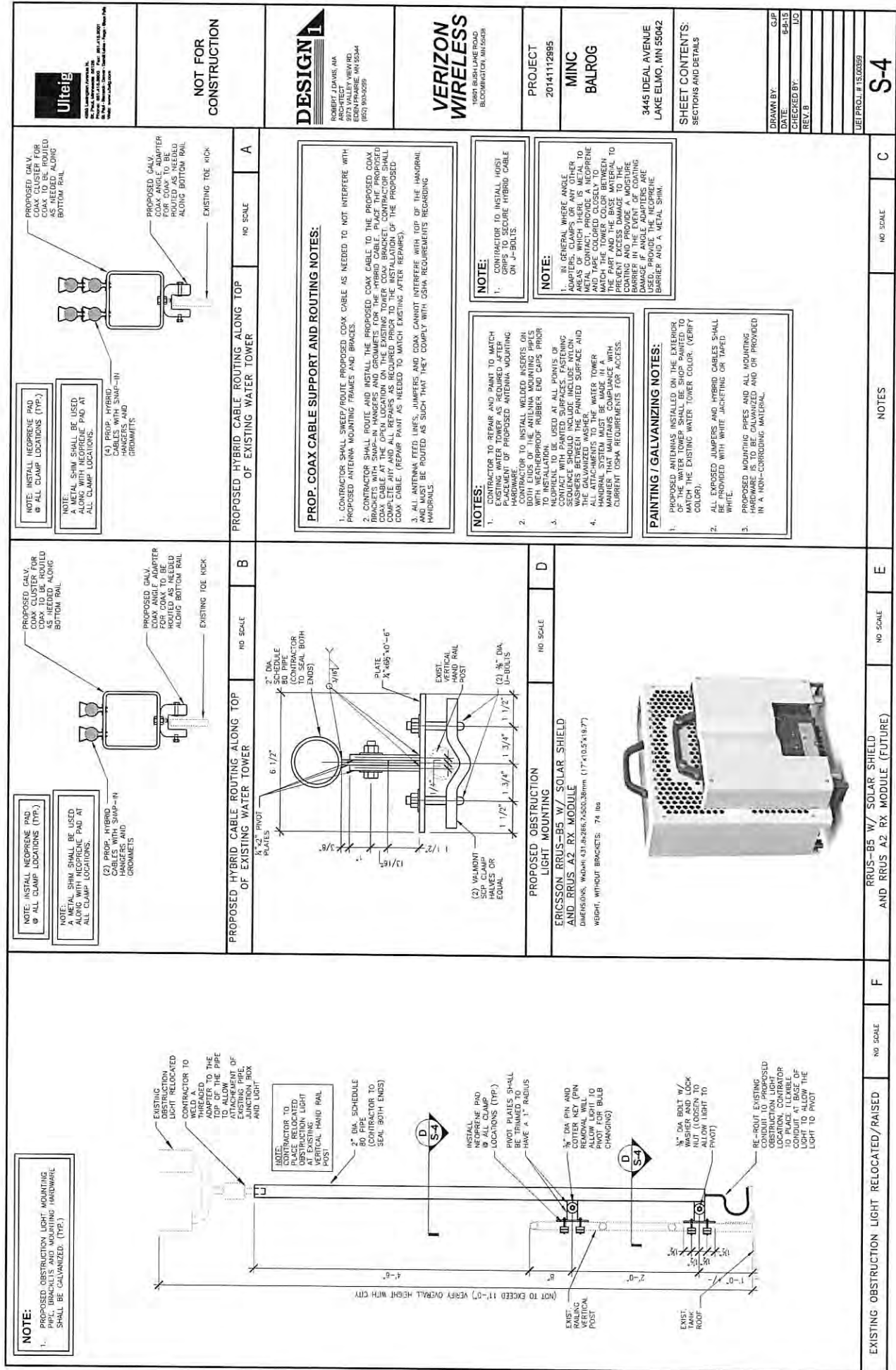
2 TEST WELL DETAIL
SCALE: 3/4" = 1'-0"

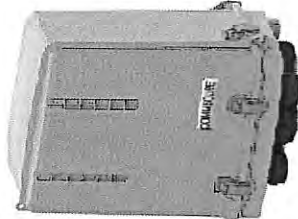
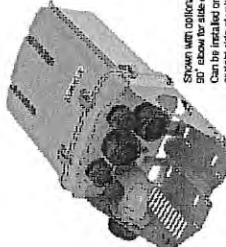
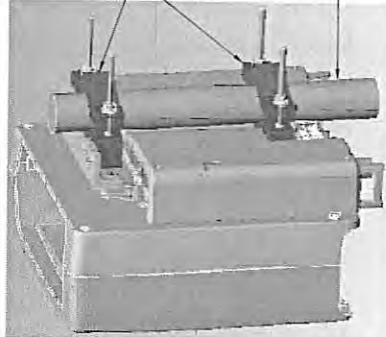
3 REBAR GROUNDING
SCALE: 3/8" = 1'-0"

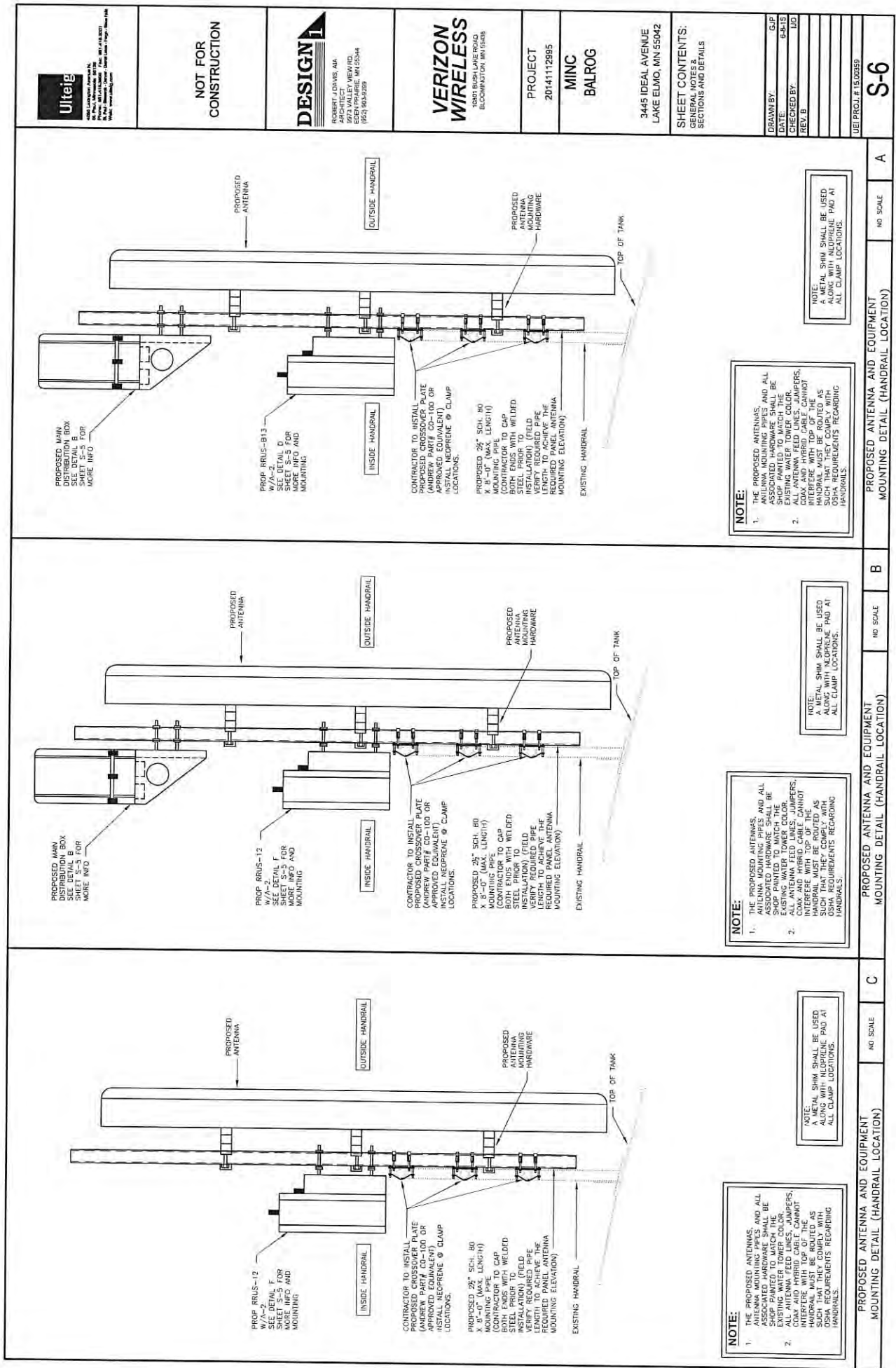
NOTE: REBAR IS 1" W/ LEADS AND OPPOSITE CORNERS OF SHELTER CONNECTION

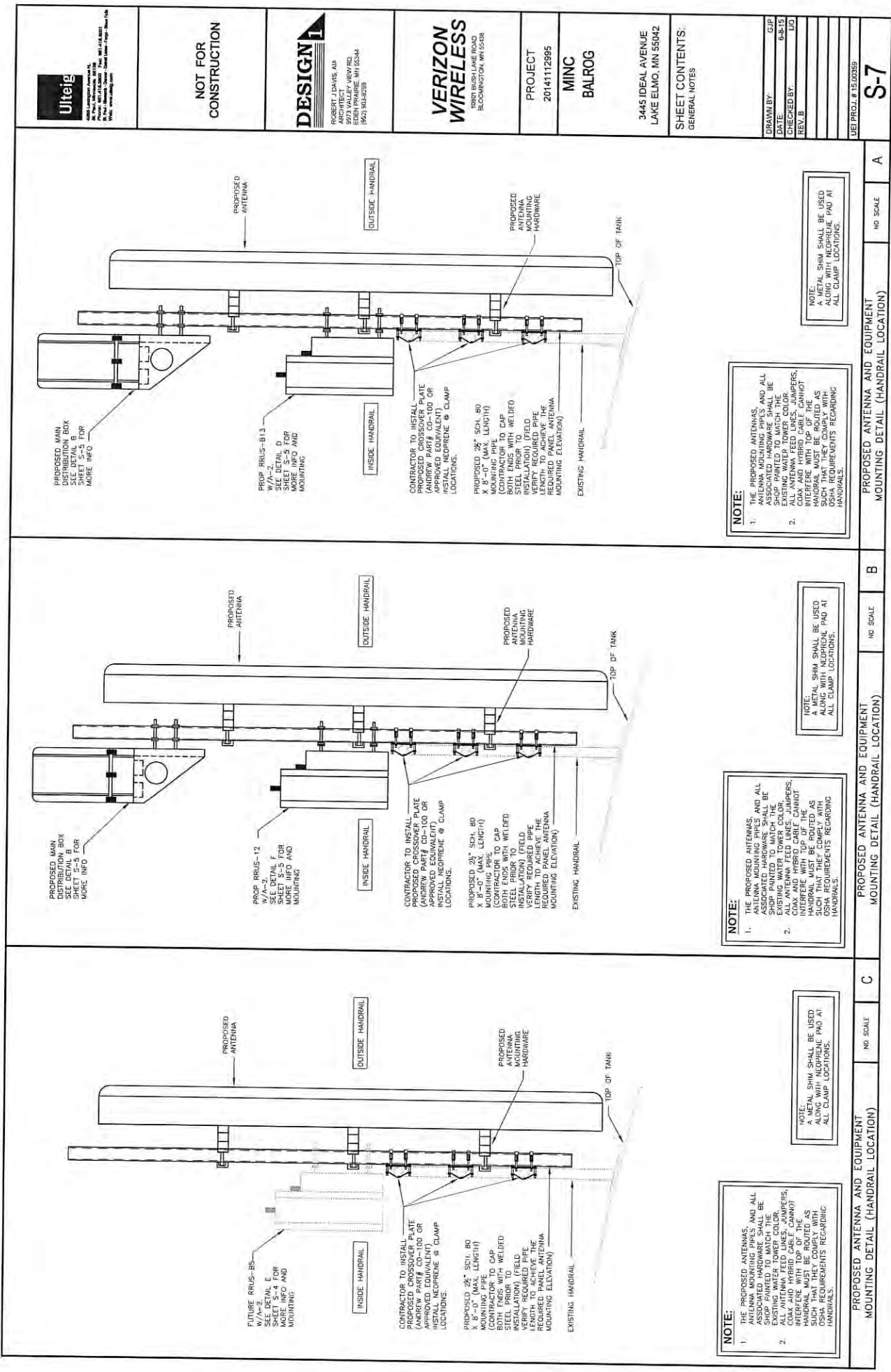






Ulteig ULTEIG ARCHITECTS, P.A. 1000 BUSH LAKE ROAD BLOOMINGTON, MN 55008 TEL: 612-885-1100 FAX: 612-885-1101 WWW.ULTEIG.COM		NOT FOR CONSTRUCTION		DESIGN 1 ROBERT J. DAVIS, AIA ARCHITECT 1000 BUSH LAKE ROAD EDEN PRAIRIE, MN 55044 (952) 903-9599		VERIZON WIRELESS 1000 BUSH LAKE ROAD BLOOMINGTON, MN 55008		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		UET PROJ # 15-00359		S-5			
RxxDC-3315-PF-48 DIMENSIONS: WIDTH: 400x281x564mm (15.73"x10.25"x22.08") WEIGHT, WITH BRACKETS: 27 lbs   Shown with colored 3D" above for clarity. Can be installed on left or right side of unit. Mounting Brackets Included				MAIN DISTRIBUTION BOX (TOP)				B				NO SCALE				PROPOSED MAIN DISTRIBUTION BOX/ SECTOR BOX MOUNTING HARDWARE				NO SCALE			
ERICSSON RRUS-12 W/ SOLAR SHIELD AND RRUS A2 RX MODULE DIMENSIONS: WIDTH: 476x275x216mm (18.50"x10.8"x8.37") WEIGHT, WITHOUT BRACKETS: 80 lbs 				C				NO SCALE				F				RRUS-12 W/ SOLAR SHIELD AND RRUS A2 RX MODULE				NO SCALE			
ERICSSON RRUS-B13 W/ SOLAR SHIELD AND RRUS A2 RX MODULE DIMENSIONS: WIDTH: 432x183x501mm (17"x7.2"x19.7") WEIGHT, WITHOUT BRACKETS: 80 lbs 				D				NO SCALE				E				RRUS-B13 W/ SOLAR SHIELD AND RRUS A2 RX MODULE				NO SCALE			
RRUS W/ SOLAR SHIELD AND RRUS A2 RX MODULE MOUNTING  PROP. PIPE MOUNT, USING SUPPLIED EQUIPMENT HARDWARE, MOUNT BRACKET TO PROPOSED ANTENNA PIPE EXIST. GALV. ANTENNA PIPE				E				NO SCALE				D				RRUS-B13 W/ SOLAR SHIELD AND RRUS A2 RX MODULE				NO SCALE			





Ulteig
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PROJECT
2014112395

**MINC
BALROG**

3445 IDEAL AVENUE
LAKE ELMO, MN 55042

SHEET CONTENTS
GENERAL NOTES

DRAWN BY	GJP
CHECKED BY	6-8-TS
REV. B	UD
DATE	
BY	
DATE	
BY	
DATE	

UB PROJ. # 15-00359

PROPOSED ANTENNA AND EQUIPMENT MOUNTING DETAIL (HANDRAIL LOCATION)	NO SCALE	A
PROPOSED ANTENNA AND EQUIPMENT MOUNTING DETAIL (HANDRAIL LOCATION)	NO SCALE	B
PROPOSED ANTENNA AND EQUIPMENT MOUNTING DETAIL (HANDRAIL LOCATION)	NO SCALE	C

S-7

Ulteig 3445 IDEAL AVENUE LAKE ELMO, MN 55042 PHONE: 952.442.2200 FAX: 952.442.2001 WWW.ULTEIG.COM	NOT FOR CONSTRUCTION	DESIGN 1 ROBERT J. DAVIS, AIA ARCHITECT 10801 BUSH LANE ROAD BLOOMINGTON, MN 55438 (952) 904-3299	VERIZON WIRELESS 10801 BUSH LANE ROAD BLOOMINGTON, MN 55438	PROJECT 20141112895	MISC BALROG	3445 IDEAL AVENUE LAKE ELMO, MN 55042	SHEET CONTENTS: GENERAL NOTES	DRAWN BY: GJP DATE: 8-8-15 CHECKED BY: LJO REV. B	UET PROJ. # 15-00559	S-8	
STRUCTURAL STEEL DESIGN CODE: 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 (F_y = 50 KSI) 4. HOLLOW STRUCTURAL SECTIONS (HSS) - ASTM A500, GR. B (F_y = 46 KSI) 5. STEEL - ASTM A36, GRADE B (F_y = 36 KSI) 6. WELDING ELECTRODES - E70T18 7. CONNECTION BOLTS - ASTM A325 8. MISCELLANEOUS STEEL - ASTM A36 9. SHIP AND FIELD WELDING IS TO BE PER AWS D1.1, LATEST EDITION. 10. ALL WELDING IS TO BE PERFORMED BY CERTIFIED WELDERS ONLY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DESIGN OF ALL CAP PLATES, BEARING PLATES, AND CONNECTIONS. THE STEEL SUPPLIER IS TO INCLUDE ALL BOLTS AND HOLES FOR REQUIRED CONNECTIONS. 11. STRUCTURAL STEEL TESTING- THE OWNER, AT HIS OWN EXPENSE, SHALL EMPLOY THE SERVICES OF AN INDEPENDENT TESTING AGENCY TO TEST THE FOLLOWING: 12. 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, BOTH THE BUILDING OFFICIAL AND THE STRUCTURAL ENGINEER OF RECORD. 13. WELDING, AS FOLLOWS: 14. FILLET WELDS: VISUALLY INSPECT 100% OF ALL FILLET WELDS FOR SIZE, LENGTH, AND QUALITY PER AWS D1.1. 15. PARTIAL PENETRATION WELDS: TEST 100% OF ALL PARTIAL PENETRATION WELDS EXCLUDING 5/16 INCH USING A MAGNETIC PARTICLE TESTER PER AWS D1.1 SECTION 6. TEST 25% OF ALL FULL PENETRATION WELDS LESS THAN 5/16 INCH USING A MAGNETIC PARTICLE TESTER PER AWS D1.1 SECTION 6. THE CONTRACTOR SHALL PERFORM TESTING ON BOTH THE ROOT PASS AND THE FINISHED WELD. 16. FULL PENETRATION WELDS: TEST 100% OF ALL FULL PENETRATION WELDS EXCEPTING 5/16 INCH USING AN ULTRASONIC TESTER PER AWS D1.1 SECTION 6. TEST 25% OF ALL FULL PENETRATION WELDS LESS THAN 5/16 INCH USING A MAGNETIC PARTICLE TESTER PER AWS D1.1 SECTION 6. THE CONTRACTOR SHALL PERFORM TESTING ON BOTH THE ROOT PASS AND THE FINISHED WELD. 17. PROCEDURES AND PREPARATION: VERIFY THE FOLLOWING: 18. I. QUALIFICATIONS OF ALL WELDERS AS AWS CERTIFIED. 19. II. REQUIRED WELDING PROCEDURES AND MATERIALS. 20. III. ADEQUATE PREPARATION OF FINISH SURFACES. 21. IV. PREHEAT AND INTERPASS TEMPERATURES OF STEEL. 22. V. PROPER TECHNIQUE AND SEQUENCE OF WELDING, CLEANING, AND BACKER BARS ARE REMOVED AND EXPOSED SURFACE FIELD CLEAN. 3. ALL TESTING REPORTS SHALL BE SUBMITTED TO THE OWNER. STRUCTURAL STEEL CONT. E. STRUCTURAL STEEL GALVANIZING: 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 STRUCTURAL WELD. 3. ALL WELDED SURFACES SHALL BE PAINTED WITH MINIMUM TWO COATS OF PRIMER AND TWO COATS OF FINISH COAT. 4. ALL FIELD CUT SURFACES AND FIELD DRILLED HOLES SHALL BE PAINTED WITH MINIMUM TWO COATS OF COLD GALVANIZING PAINT. GENERAL NOTES A. VERIFY THESE PLANS AND SPECIFICATIONS, "OWNER" IMPACTS VERIZON WIRELESS.											
DESIGN LOADS A. WIND LOAD (PER ASCE 7) B. WIND SPEED (PER ASCE 7) C. DUST EFFECT FACTOR = 1.0 D. FORCE COEFFICIENT = 1.0 CODES A. INTERNATIONAL BUILDING CODE - 2006 B. STATE OF MINNESOTA BUILDING CODE - 2007 C. ASCE 7 - 2005 D. ASCE 100-05 MISCELLANEOUS A. THE CONTRACTOR IS TO VERIFY ALL EXISTING CONDITIONS AND DIMENSIONS PRIOR TO THE START OF ANY WORK. THE CONTRACTOR IS TO REPORT TO THE STRUCTURAL ENGINEER OF RECORD ANY DISCREPANCIES, OMISSIONS, OR INADEQUACIES AND/OR THE ACTUAL CONSTRUCTED CONDITIONS IMMEDIATELY. SPECIFICALLY NOTED, NO PROVISIONS HAVE BEEN MADE IN THE STRUCTURAL DOCUMENTS FOR THE REMOVAL OF EXISTING STRUCTURAL MEMBERS HAVE BEEN DESIGNED FOR THEIR FINAL IN PLACE LOADS ONLY. THE CONTRACTOR IS RESPONSIBLE FOR BRACING ALL STRUCTURAL MEMBERS, WITHOUT OVERSTRESSING, AS REMOVED. THE ENTIRE PROJECT IS COMPLETE. STOCKPILING OF ANY MATERIALS OR STRUCTURAL ELEMENTS IS AT THE CONTRACTOR'S OWN RISK. DISPOSAL OF DEBRIS A. ALL MATERIALS TO BE REMOVED SHALL BECOME THE PROPERTY OF THE CONTRACTOR. MATERIALS SHALL BE DISPOSED OF OFF SITE AT A LOCATION SECURED AND APPROVED BY THE CITY OF MINNEAPOLIS. THE BURIAL OF DEBRIS ON SITE SHALL NOT BE ALLOWED. THE CONTRACTOR SHALL ASSUME FULL RESPONSIBILITY FOR THE DISPOSAL OF THE MATERIAL AND FOR ANY DAMAGES RESULTING FROM THE DISPOSAL OF DEBRIS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DISPOSAL OF DEBRIS. THE CONTRACTOR SHALL TAKE REASONABLE MEASURES TO MINIMIZE DUST AND NOISE DURING THEIR OPERATIONS. THE CONTRACTOR SHALL ADHERE TO ALL REQUIREMENTS OF THE CITY OF MINNEAPOLIS. THE CONTRACTOR SHALL REMOVE DEBRIS OFF-SITE DURING AND AFTER DEMOLITION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE SECURITY OF THE SITE AND PROTECTION FROM THE SAFETY HAZARDS DURING THEIR OPERATIONS.											
HANDRAIL MODIFICATION NOTES: 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). EXISTING HORIZONTAL TOP RAIL PIPE EXISTING HORIZONTAL MID RAIL PIPE EXISTING HORIZONTAL BOTTOM RAIL PIPE EXISTING TOE KICK PLATE TOP OF TANK CONTRACTOR TO FIELD VERIFY AND FIELD CUT ANGLE INSIDE HANDRAIL OUTSIDE HANDRAIL PROPOSED LxWxH VERTICAL POST (FIELD VERIFY LENGTH) CONTRACTOR TO FIELD VERIFY AND FIELD CUT ANGLE TO MATCH EXISTING TOP OF TANK											
HANDRAIL MODIFICATION DETAIL										NO SCALE	A

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.
- (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.

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

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

POLICY RECCOMENDER: 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