

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

## **NOTICE OF MEETING**

### **City Council Meeting**

**Tuesday, March 15, 2016 7:00 P.M.**

**City of Lake Elmo | 3800 Laverne Avenue North**

### **Agenda**

**A. Call to Order/Pledge of Allegiance**

**B. Approval of Agenda**

**C. Approval of Minutes**

1. February 16, 2016; March 8, 2016

**D. Public Comments/Inquiries**

**E. Presentations**

**F. Consent Agenda**

2. Approve Payment of Disbursements
3. Accept February 2016 Financial Statements
4. Accept February 2016 Assessors Report
5. Accept February 2016 Building Department Report
6. Approve Annual League of MN Cities Insurance Trust Waiver Form
7. Village Preserve 1st Addition – Approve Reduction of Security #1
8. Authorize Advertisement for Part Time Fire Admin Position
9. Approve Official Newspaper Designation

**G. Regular Agenda**

10. Savona 4<sup>th</sup> Addition Final Plat
11. Downtown and Village Parkway Lighting Design
12. Inwood Water Tower (No. 4) – Accept Bids and Award Contract
13. Update on Building Official Position (*verbal report – no attachment*)

**H. Council Reports**

**I. Staff Reports and Announcements**

**J. Adjourn**



**CITY OF LAKE ELMO  
CITY COUNCIL MINUTES  
FEBRUARY 16, 2016**

**CALL TO ORDER/ PLEDGE OF ALLEGIANCE**

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

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

Staff present: City Attorney Sonsalla, City Engineer Griffin, Finance Director Bendel, Planning Director Wensman, and City Clerk Johnson. Absent: Interim Administrator Schroeder

**APPROVAL OF AGENDA**

Councilmember Lundgren added "Public Comments on Agenda" after item 17. Councilmember Fliflet removed items 10 and 21. Item 18 moved to the next Council Workshop agenda. Councilmember Smith removed item 19.

**Agenda approved as amended.**

**ACCEPT MINUTES**

Minutes of the January 5, 2016 Regular Meeting were accepted as presented.

**PUBLIC COMMENTS/INQUIRIES**

Vincent Anderson, West Lakeland Township resident, asked the Council to support West Lakeland Township and Baytown Township in opposition of the Lake Elmo Airport expansion and encouraged them to read the revised addendum to the plan.

**PRESENTATIONS**

Finance Director Bendel was presented with a Certificate of Achievement for Excellence in Financial Reporting from the Government Finance Officers Association.

Karen O'Brien spoke on behalf of Verizon Wireless, presenting various locations in the downtown Lake Elmo area that would be suitable for locating a cellular network antenna.

**CONSENT AGENDA**

- 2. Approve Payment of Disbursements**
- 3. Accept January 2016 Assessors Report**
- 4. Accept January 2016 Building Department Report**
- 5. Village Trunk Utility Improvements – Approve Reduction of Security #2**
- 6. Wildflower at Lake Elmo 1<sup>st</sup> Addition – Approve Reduction of Security #3**
- 7. Approve Hiring of Office Administrative Assistant**
- 8. Approve Hiring of City Planner**
- 9. Approve Forestry Plan for Sunfish Lake Park**

*Consent Agenda approved as presented.*

**REGULAR AGENDA**

**ITEM 11: Appoint Parks & Planning Commissioners**

*Councilmember Lundgren, seconded by Mayor Pearson, moved TO APPOINT JEAN OLINGER TO THE PARKS COMMISSION. Motion failed 2 – 3. (Fliflet, Lundgren, Smith – nay)*

*Councilmember Smith, seconded by Councilmember Fliflet, moved TO APPOINT ELLEN NEUENFELD TO THE PARKS COMMISSION. Motion passed 5 – 0.*

*Councilmember Fliflet moved to appoint Kristina Lundquist to the Planning Commission. Motion passed 5 – 0.*

**ITEM 12: Commercial Wedding Ceremony Venue**

Planning Director Wensman presented the request for approval of an Ordinance Amendment and an Interim Use Permit to allow operation of a commercial wedding ceremony venue at 11658 50<sup>th</sup> Street North. Wensman noted public hearing requirements and stated the hearing was noticed as required. Planning Commission comments and recommended conditions of approval were presented and discussed. Applicant Danielle Hecker reviewed research conducted and work she has put into bringing the project to this point. Ms. Hecker also addressed requested text amendments concerning owner present during events, number of events per week, parking, traffic and noise.

Paul Nielsen, 4819 Lily Ave. N., commented on traffic that will be generated by the wedding venue.

Alana Hardt, 3309 Lampert Ave. N., stated her full support for the wedding venue and values living in an area with local businesses.

Chip Longacre, 55<sup>th</sup> St. N., spoke in support of the proposal and stated he holds weddings and other events at his property and has had no problems.

Jeffrey Saffle, 11180 50<sup>th</sup> St. N., stated that noise could be an issue and approval could create a precedent for commercial use in residential areas.

Pamela Chickett, 5711 Linden Ave. N., stated a concern for Sanctuary residents and asked that Mr. Landucci's proposal should be looked at in conjunction with the wedding venue.

James Tenpas, 11330 50<sup>th</sup> St. N., stated concerns about noise and changing the ordinance for one person.

Janet Thompson, 11491 50<sup>th</sup> expressed concern about increased traffic and noise.

Rebecca Tenpas, 11330 50<sup>th</sup> St. N., objected to the ten year term of the Interim Use Permit and allowing a zoning text amendment that only benefits one person.

Jean Madrinich, 11240 50<sup>th</sup> St. N., stated concerns about alcohol consumption and noise.

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Austin Anderson, 11686 56<sup>th</sup> St. N., stated he is the Sanctuary HOA President and related neighborhood concerns about traffic if the road from Sanctuary is connected to the proposed Landucci development.

Robert Williams, attorney representing a group of residents opposed to the proposal, stated that the text of existing ordinance is being changed to benefit just one resident and questioned the number of ceremonies that would be allowed.

Nathan Landucci, Legends developer, objected the setback discrepancy and asked the Council to table approval so issues could be worked out.

Ben Backberg, 5693 Linden Ave. N., stated safety is the biggest concern with this proposal and proposed waiting on approval.

Dennis Meissner, 4830 Lily Ave. N., stated concern that the Tana Ridge neighbors weren't notified of the public hearing and feels 10 years is too long.

Carolyn Cary, 5701 Linden Ave. N., expressed opposition to Sanctuary being connected to the Landucci development.

Bob Fossum, 4996 Linden Tr. N., stated he is in support of the proposal and it should be approved.

Carol Palmquist, 12202 55<sup>th</sup> St. N., stated full support for the application and added that barns contribute to the rural character of the area and should be restored.

Jennifer Pelletier stated that it is the Council's duty to consider the impact on neighbors.

Michelle Chickett, 5711 Linden Ave. N., stated the barn is not rural character and expressed concern about traffic.

Amy Vanderhoff, 11384 50<sup>th</sup> St. N., stated she is in favor of the proposal and reminded the Council that people in support tend to stay home and people opposed tend to come to the meetings.

The City Clerk read a summary of emails received prior to the meeting from residents who could not attend.

The Council discussed the resident concerns and Planning Commission recommendations.

***Councilmember Smith, seconded by Mayor Pearson, moved TO APPROVE ORDINANCE 08-129 AMENDING THE LAKE ELMO CODE OF ORDINANCES, SECTION 154.310, SUBD. D, CHANGING THE MINIMUM CRITERIA TO SITES TEN ACRES OR GREATER, LIMITING CEREMONIES TO NO MORE THAN 4 PER WEEK AND NO MORE THAN 3 PER DAY, REQUIRING THE OPERATOR OR A RESPONSIBLE DESIGNEE (A FAMILY MEMBER, EMPLOYEE OR RESPONSIBLE DESIGNEE AT LEAST 21 YEARS OF AGE) TO BE ON THE PREMISES FOR THE DURATION OF EACH EVENT, EXEMPTING COMMERCIAL WEDDING CEREMONY VENUES FROM THE COMMERCIAL SURFACING AND CURBING REQUIREMENTS OF CITY CODE SECTION 154.210.***

***Mayor Pearson moved TO AMEND THE MOTION TO REDUCE THE NUMBER OF EVENTS TO 3 PER WEEK AND REQUIRE THE OPERATOR TO NOTIFY THE CITY***

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***WITH THE IDENTITY(IES) OF THE RESPONSIBLE DESIGNEE(S). Motion failed – no second.***

***Councilmember Smith, seconded by Mayor Pearson, moved TO AMEND THE PRIMARY MOTION TO STRIKE “3 PER DAY” AND REPLACE WITH “2 PER DAY”.***

**Primary motion passed 3 – 2. (Fliflet, Lundgren – nay)**

***Councilmember Smith, seconded by Mayor Pearson, moved TO APPROVE RESOLUTION 2016-12 APPROVING THE TEN YEAR INTERIM USE PERMIT FOR A COMMERCIAL WEDDING CEREMONY VENUE LOCATED AT 11658 50<sup>TH</sup> STREET NORTH WITH 12 CONDITIONS.***

***Councilmember Bloyer, seconded by Mayor Pearson, moved TO REMOVE CONDITION #2. Motion passed 3 – 0 – 2. (Fliflet, Lundgren – abstain)***

**Primary motion passed 3 – 2. (Fliflet, Lundgren – nay).**

**Agenda Items 16 and 20 were postponed to the next meeting due to the length of the meeting.**

**ITEM 13: Arbor Glen Senior Living**

Planning Director Wensman reviewed the request for a zoning text amendment, rezoning and Conditional Use Permit to allow the construction of a senior living facility in the VMX zoning district. Discussion was held regarding areas that allow congregate housing, setbacks, access and parking. Wensman also presented the Planning Commission findings and recommended conditions of approval.

Matt Frisbee spoke on behalf of the applicants and reviewed data on emergency calls at similar senior living facilities.

Dick Weir, 3645 Laverne Ave. N., stated the community has needed this type of housing for years and he and his fellow residents support this proposal.

Barry Weeks, 3647 Lake Elmo Ave. N., stated that something like this has been needed for a long time so seniors can stay in the community.

***Councilmember Smith, seconded by Councilmember Lundgren, moved TO APPROVE RESOLUTION 2016-10 APPROVING A COMPREHENSIVE PLAN TEXT AMENDMENT TO INCREASE THE MAXIMUM ALLOWED DENSITY FOR SENIOR CONGREGATE HOUSING FACILITIES WITHIN SERVICES FROM 10 UNITS PER ACRE TO 16 UNITS PER ACRE IN THE VMX DISTRICT. Motion passed 4 – 1. (Bloyer – nay)***

Councilmember Bloyer stated he is opposed to master planning and directing where building occurs.

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***Councilmember Smith, seconded by Councilmember Lundgren, moved TO ADOPT ORDINANCE 08-129 REZONING LOT 1, BLOCK 1, BROOKMAN ADDITION FROM THE GB-GENERAL BUSINESS TO VMX-VILLAGE MIXED USE ZONING DISTRICT. Motion passed 5 – 0.***

***Councilmember Smith, seconded by Councilmember Bloyer, moved TO ADOPT RESOLUTION 2016-11 APPROVING OF A CONDITIONAL USE PERMIT FOR CONGREGATE HOUSING (ARBOR GLEN SENIOR LIVING FACILITY) WITH SERVICES WITH 12 CONDITIONS.***

***Mayor Pearson, seconded by Councilmember Bloyer, moved TO ADD CONDITION 13 THAT THE APPLICANT DISCUSS WITH STAFF, INCLUDING THE FIRE CHIEF AND LAKEVIEW AMBULANCE, AN EQUITABLE SOLUTION REGARDING EMERGENCY SERVICES. Motion passed 3 – 2. (Fliflet, Lundgren – nay)***

**Primary motion passed 5 – 0.**

Councilmember Lundgren left the meeting at approximately 1:30 a.m.

**ITEM 14: Approve City Administrator Contract**

Councilmember Bloyer stated he would like to discuss and see a copy of the contract.

***Councilmember Bloyer, seconded by Mayor Pearson, moved TO INSTRUCT THE CITY ATTORNEY TO ENTER INTO NEGOTIATIONS WITH CLARK SCHROEDER TO SERVE AS INTERIM ADMINISTRATOR THROUGH THE END OF THE YEAR. Motion failed 1 – 3. (Pearson, Fliflet, Smith – nay)***

***Councilmember Fliflet, seconded by Councilmember Smith, moved TO OFFER THE CITY ADMINISTRATOR POSITION TO KRISTINA HANDT AND DIRECT THE CITY ATTORNEY TO NEGOTIATE A CONTRACT TO BE BROUGHT BACK FOR CITY COUNCIL APPROVAL AT THE NEXT MEETING. Motion passed 3 – 1. (Bloyer – nay)***

**COUNCIL REPORTS**

**Mayor Pearson:** Congratulated Dr. Baillie of Cedar Vet Clinic on his award for Veterinary of the Year by the Minnesota Veterinary Medical Association. Attended a meeting at Washington County regarding the library and reported that Commissioner Kriesel called to pledge assistance with the library status issue. Held a Meet the Mayor event, met with school district representatives to discuss the bus garage, invited the environmental committee to look at potential grant opportunities for stormwater issues,

**Councilmember Fliflet:** No report

**Councilmember Smith:** Attended the bus garage meeting, apologized to Mr. Doerschner for her actions after the previous meeting and stated it is time to be inclusive and work together.

**Councilmember Lundgren:** *left the meeting at approximately 1:30 a.m.*

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**Councilmember Bloyer:** Attended a County Board meeting regarding the library, reported on the milfoil grant approved at the last meeting and explained that Lake Jane resident group was advised by Barr Engineering against pursuing a grant due to matching funds required.

**STAFF REPORTS AND ANNOUNCEMENTS**

**Interim City Administrator Schroeder:** *absent*

**City Clerk Johnson:** No report.

**Finance Director Bendel:** Assisted with the State of Minnesota audit on the Valley Cartage grant and has closed the file satisfactorily.

**City Attorney Sonsalla:** Working on templates with the Engineering and Planning Departments.

**Planning Director Wensman:** No report.

**City Engineer Griffin:** No report.

***Mayor Pearson, seconded by Councilmember Bloyer, moved TO ENTER EXECUTIVE SESSION. Motion failed 2 – 2. (Fliflet, Smith – nay)***

Meeting adjourned at 2:14 a.m.

**LAKE ELMO CITY COUNCIL**

ATTEST:

\_\_\_\_\_  
Mike Pearson, Mayor

\_\_\_\_\_  
Julie Johnson, City Clerk

CITY OF LAKE ELMO  
CITY COUNCIL SPECIAL MEETING MINUTES  
MARCH 8, 2016

**CALL TO ORDER**

*Mayor Pearson called the meeting to order at 6:05 pm.*

**PRESENT:** Mayor Mike Pearson and Councilmembers Julie Fliflet, Anne Smith, and Jill Lundgren.

**ABSENT:** Councilmember Bloyer

Staff present: Interim Administrator Schroeder, City Attorney Sonsalla, and City Clerk Johnson.

*Mayor Pearson, seconded by Councilmember Fliflet, moved TO ADD STAFF REPORT TO THE AGENDA. Motion passed 4 – 0*

**CITY ADMINISTRATOR CONTRACT**

Councilmember Fliflet reviewed the general terms of the contract. Councilmember Smith suggested a performance review after six months.

*Councilmember Fliflet, seconded by Councilmember Smith, moved TO APPROVE THE CITY ADMINISTRATOR CONTRACT AND AUTHORIZE THE MAYOR AND CLERK TO SIGN IT. Motion passed 4 – 0.*

**STAFF REPORT**

Interim Administrator Schroeder reported on correspondence received on pending litigation and suggested scheduling a meeting with the City Council and attorneys representing the parties. Consensus was reached to schedule a special meeting for Monday, March 14, 2016 at 8:00 a.m.

*Mayor Pearson, seconded by Councilmember Lundgren, moved to adjourn at 6:25 p.m.*

LAKE ELMO CITY COUNCIL

ATTEST:

\_\_\_\_\_  
Mike Pearson, Mayor

\_\_\_\_\_  
Julie Johnson, City Clerk





## MAYOR & COUNCIL COMMUNICATION

**DATE:** March 15, 2016  
**CONSENT**  
**ITEM** #2  
**MOTION**

**AGENDA ITEM:** Approve Disbursements in the amount of \$290,869.18

**SUBMITTED BY:** Patty Baker, Accountant

**THROUGH:** Cathy Bendel, Finance Director

**REVIEWED BY:** Cathy Bendel, Finance Director

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### **SUGGESTED ORDER OF BUSINESS:**

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

**POLICY RECOMMENDER:** Finance

**FISCAL IMPACT:** \$290,869.18

**SUMMARY AND ACTION REQUESTED:** As part of its Consent Agenda, the City Council is asked to approve disbursements in the amount of \$290,869.18. No specific motion is needed as this is recommended to be part of the *Consent Agenda*.

**LEGISLATIVE HISTORY:** NA

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

Claim #	Amount	Description
ACH	\$ 11,736.27	Payroll Taxes to IRS & MN Dept of Revenue 03/03/16
ACH	\$ 6,281.50	Payroll Retirement to PERA 03/03/16
DD7036-DD7062	\$ 28,892.49	Payroll Dated (Direct Deposits) 03/03/16
44055-44107	\$ 243,838.92	Accounts Payable 03/15/16
2755	\$ 120.00	Library Card Reimbursement 03/15/16
<b>TOTAL</b>	<b>\$ 290,869.18</b>	

**RECOMMENDATION:** Based on the aforementioned, the staff recommends the City Council approve as part of the Consent Agenda the aforementioned disbursements in the amount of \$290,869.18.

**ATTACHMENTS:**

1. Accounts Payable – check registers

# Accounts Payable To Be Paid Proof List

User: PattyB

Printed: 03/10/2016 - 12:34 PM

Batch: 003-03-2016

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
ASPENQ Aspen Equipment Co.										
10159510	02/03/2016	42.00	0.00	03/15/2016	parts		-			0000
101-430-3100-42210	Equipment Parts									
10159510 Total:		42.00								
ASPENQ Total:		42.00								
BIFFS Biff's Inc.										
Balance due	03/02/2016	22.42	0.00	03/15/2016	Portable restrooms		-			0000
101-450-5200-44120	Rentals - Buildings									
Balance due Total:		22.42								
BIFFS Total:		22.42								
CARDMEMB Cardmember Service										
02192016	02/19/2016	78.95	0.00	03/15/2016	Shop supplies		-			0000
101-430-3100-42150	Shop Materials									
02192016	02/19/2016	165.00	0.00	03/15/2016	Boots		-			0000
101-430-3100-44170	Uniforms									
02192016	02/19/2016	19.49	0.00	03/15/2016	Personal		-			0000
101-000-0000-11500	Accounts Receivable									
02192016	02/19/2016	193.73	0.00	03/15/2016	Building supplies		-			0000
101-450-5200-42230	Building Repair Supplies									
02192016	02/19/2016	308.47	0.00	03/15/2016	Office supplies		-			0000
101-430-3100-42000	Office Supplies									
02192016	02/19/2016	64.26	0.00	03/15/2016	Holiday		-			0000
101-420-2220-44300	Miscellaneous									
02192016	02/19/2016	293.86	0.00	03/15/2016	Replacement bulbs overhead		-			0000
101-420-2220-42000	Office Supplies									
02192016	02/19/2016	45.00	0.00	03/15/2016	Constant contact		-			0000
101-410-1450-43180	Information Technology/Web									
02192016	02/19/2016	31.04	0.00	03/15/2016	1099 envelopes		-			0000
101-410-1520-42000	Office Supplies									
02192016	02/19/2016	50.00	0.00	03/15/2016	PW software		-			0000
101-430-3100-43180	Information Technology/Web									

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
02192016	02/19/2016	117.83	0.00	03/15/2016	1095 software		-		No	0000
101-410-1520-43180	Software Support									
02192016	02/19/2016	78.65	0.00	03/15/2016	Miscellaneous		-		No	0000
101-410-1320-44300	Miscellaneous									
02192016	02/19/2016	35.83	0.00	03/15/2016	Truck repair		-		No	0000
101-420-2400-44040	Repairs/Maint Eqpt									
02192016	02/19/2016	102.81	0.00	03/15/2016	Fuel		-		No	0000
101-420-2400-42120	Fuel, Oil and Fluids									
02192016	02/19/2016	255.07	0.00	03/15/2016	Books		-		No	0000
101-420-2400-44350	Books									
02192016	02/19/2016	149.96	0.00	03/15/2016	Supplies		-		No	0000
206-450-5300-42000	Office Supplies									
02192016	02/19/2016	463.29	0.00	03/15/2016	Collections		-		No	0000
206-450-5300-42500	Library Collection Maintenance									
	02192016 Total:	2,453.24								
	CARDMEMB Total:	2,453.24								
CARQUEST Car Quest Auto Parts										
2055-360886	03/08/2016	-54.58	0.00	03/15/2016	Credit memo		-		No	0000
101-450-5200-42210	Equipment Parts									
	2055-360886 Total:	-54.58								
2055-372027	03/08/2016	-10.24	0.00	03/15/2016	Credit memo		-		No	0000
101-450-5200-42210	Equipment Parts									
	2055-372027 Total:	-10.24								
2055-372838	03/08/2016	100.32	0.00	03/15/2016	Equipment parts		-		No	0000
101-450-5200-42210	Equipment Parts									
2055-372838	03/08/2016	87.19	0.00	03/15/2016	Equipment parts		-		No	0000
101-450-5200-42210	Equipment Parts									
	2055-372838 Total:	187.51								
	CARQUEST Total:	122.69								
COMCAST Comcast										
	02/27/2016	7.90	0.00	03/15/2016	Monthly service		-		No	0000
101-420-2220-44300	Miscellaneous									
	Total:	7.90								
	COMCAST Total:	7.90								
CTYBLOOM City of Bloomington										
Feb16	02/29/2016	31.50	0.00	03/15/2016	Lab bacteria testing - February		-		No	0000
601-494-9400-42270	Utility System Maintenance									
	Feb16 Total:	31.50								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
CTYBLOOM Total:		31.50								
CTYOAKDA City of Oakdale										
Feb 2016	02/29/2016	8,000.00	0.00	03/15/2016	New connections - Water - Feb 2016		-	No		0000
601-000-0000-20803	WAC due Oakdale									
Feb 2016 Total:		8,000.00								
CTYOAKDA Total:		8,000.00								
CTYOAKDP City of Oakdale										
10000460-01	02/29/2016	4,920.93	0.00	03/15/2016	Water meter - South Pit 2/02-3/01/16		-	No		0000
601-494-9400-43820	Water Utility									
10000460-01 Total:		4,920.93								
201602195074	02/19/2016	104.00	0.00	03/15/2016	CV2 - oil change, tires, battery		-	No		0000
101-420-2220-44040	Repairs/Maint Eqpt									
201602195074 Total:		104.00								
CTYOAKDP Total:		5,024.93								
ELAMMERS Eckberg Lammers, P.C.										
02 2016	02/29/2016	3,507.02	0.00	03/15/2016	Prosecution services		-	No		0000
101-420-2150-43045	Attorney Criminal									
02 2016 Total:		3,507.02								
411	02/29/2016	2,109.00	0.00	03/15/2016	Hardy Dog Case - legal fees		-	No		0000
101-000-0000-11500	Accounts Receivable									
411 Total:		2,109.00								
ELAMMERS Total:		5,616.02								
ELECTPUM Electric Pump, Inc										
0057330-IN	02/29/2016	512.95	0.00	03/15/2016	Lift station repairs		-	No		0000
602-495-9450-44030	Repairs/Maint Imp Not Bldgs									
0057330-IN Total:		512.95								
ELECTPUM Total:		512.95								
EMERGRES Emergency Response Solutions										
5802, 5826	02/17/2016	1,020.00	0.00	03/15/2016	Foam - Whistling Valley Fire		-	No		0000
101-420-2220-42400	Small Tools & Equipment									
5802, 5826 Total:		1,020.00								
5896	02/26/2016	595.00	0.00	03/15/2016	Restock foam at both stations		-	No		0000
101-420-2220-42400	Small Tools & Equipment									
5896 Total:		595.00								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close PO Line #
EMERGREGS Total:		1,615.00								
FIRSTTIR First State Tire Recycling										
99860	03/04/2016	211.80	0.00	03/15/2016	tire recycling		-		No	0000
101-430-3100-44380	Clean-up Days	211.80								
99860 Total:		211.80								
FIRSTTIR Total:										
FOCUS Focus Engineering, Inc.										
2552-2556	02/29/2016	206.25	0.00	03/15/2016	Building		-		No	0000
101-420-2400-43030	Engineering	225.00	0.00	03/15/2016	PW		-		No	0000
2552-2556	02/29/2016	2,894.16	0.00	03/15/2016	General		-		No	0000
101-430-3100-43030	Engineering Services	845.00	0.00	03/15/2016	Planning		-		No	0000
2552-2556	02/29/2016	220.00	0.00	03/15/2016	ROW		-		No	0000
101-410-1930-43030	Engineering Services	4,390.41	0.00	03/15/2016	Water		-		No	0000
2552-2556	02/29/2016	1,005.00	0.00	03/15/2016	Sewer		-		No	0000
101-430-3100-43030	Engineering Services	840.00	0.00	03/15/2016	Surface Water		-		No	0000
2557	02/29/2016	172.50	0.00	03/15/2016	Transportation & Traffic		-		No	0000
601-494-9400-43030	Engineering Services	2,017.50	0.00	03/15/2016	Street Maintenance		-		No	0000
2557	02/29/2016	1,559.16	0.00	03/15/2016	Municipal Aid		-		No	0000
602-495-9450-43030	Engineering Services	1,557.50	0.00	03/15/2016	CSAH 15		-		No	0000
2557	02/29/2016	296.25	0.00	03/15/2016	LE Ave Corridor		-		No	0000
603-496-9500-43030	Engineering Services	3,412.91	0.00	03/15/2016	State Highway 36		-		No	0000
2558	02/29/2016	210.00	0.00	03/15/2016			-		No	0000
409-480-8000-43030	Engineering Services	210.00	0.00	03/15/2016			-		No	0000
2558	02/29/2016	3,950.80	0.00	03/15/2016			-		No	0000
409-480-8000-43030	Engineering Services	3,950.80	0.00	03/15/2016			-		No	0000
2558	02/29/2016	210.00	0.00	03/15/2016			-		No	0000
409-480-8000-43030	Engineering Services	210.00	0.00	03/15/2016			-		No	0000
2559	02/29/2016	3,950.80	0.00	03/15/2016			-		No	0000
602-495-9450-43030	Engineering Services	210.00	0.00	03/15/2016			-		No	0000
2559	02/29/2016	210.00	0.00	03/15/2016			-		No	0000
409-480-8000-43030	Engineering Services	210.00	0.00	03/15/2016			-		No	0000
2560	02/29/2016	210.00	0.00	03/15/2016			-		No	0000
409-480-8000-43030	Engineering Services	210.00	0.00	03/15/2016			-		No	0000
2561	02/29/2016	210.00	0.00	03/15/2016			-		No	0000
409-480-8000-43030	Engineering Services	210.00	0.00	03/15/2016			-		No	0000

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
2562	02/29/2016	1,293.75	0.00	03/15/2016	Inwood Booster Station		-			No 0000
601-494-9400-43030	Engineering Services									
	2562 Total:	1,293.75								
2563	02/29/2016	1,635.00	0.00	03/15/2016	Inwood Trunk Watermain		-			No 0000
601-494-9400-43030	Engineering Services									
	2563 Total:	1,635.00								
2564	02/29/2016	443.75	0.00	03/15/2016	39th STreet		-			No 0000
409-480-8000-43030	Engineering Services									
	2564 Total:	443.75								
2565	02/29/2016	162.50	0.00	03/15/2016	Eagle Point Blvd		-			No 0000
409-480-8000-43030	Engineering Services									
	2565 Total:	162.50								
2566	02/29/2016	1,060.00	0.00	03/15/2016	CSAH 13		-			No 0000
409-480-8000-43030	Engineering Services									
	2566 Total:	1,060.00								
2567	02/29/2016	4,092.50	0.00	03/15/2016	2016 Street Improvement		-			No 0000
409-480-8000-43030	Engineering Services									
	2567 Total:	4,092.50								
2568	02/29/2016	1,811.25	0.00	03/15/2016	Inwood Water tower		-			No 0000
601-494-9400-43030	Engineering Services									
	2568 Total:	1,811.25								
2569	02/29/2016	1,110.32	0.00	03/15/2016	2016 Seal Coat		-			No 0000
409-480-8000-43030	Engineering Services									
	2569 Total:	1,110.32								
2570	02/29/2016	195.00	0.00	03/15/2016	Old Village Phase 2 Streets		-			No 0000
409-480-8000-43030	Engineering Services									
	2570 Total:	195.00								
2571	02/29/2016	763.75	0.00	03/15/2016	Village East Trunk Sewer		-			No 0000
803-000-0000-22910	Developer Payments									
	2571 Total:	763.75								
2572	02/29/2016	1,067.09	0.00	03/15/2016	Lennar I94		-			No 0000
803-000-0000-22910	Developer Payments									
	2572 Total:	1,067.09								
2573	02/29/2016	430.00	0.00	03/15/2016	Boulder Ponds		-			No 0000
803-000-0000-22910	Developer Payments									
	2573 Total:	430.00								
2574	02/29/2016	146.25	0.00	03/15/2016	Hunters Crossing		-			No 0000
803-000-0000-22910	Developer Payments									
	2574 Total:	146.25								
2575	02/29/2016	585.00	0.00	03/15/2016	Wildflower		-			No 0000
803-000-0000-22910	Developer Payments									
	2575 Total:	585.00								
2576	02/29/2016	783.75	0.00	03/15/2016	Village Preserve		-			No 0000
803-000-0000-22910	Developer Payments									
	2576 Total:	783.75								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close PO Line #
2577	02/29/2016	1,222.28	0.00	03/15/2016	Easton Village		-			No 0000
803-000-0000-22910	Developer Payments									
	2577 Total:	1,222.28								
2578	02/29/2016	773.75	0.00	03/15/2016	Savona II		-			No 0000
803-000-0000-22910	Developer Payments									
	2578 Total:	773.75								
2579	02/29/2016	1,081.31	0.00	03/15/2016	Hans Hagen		-			No 0000
803-000-0000-22910	Developer Payments									
	2579 Total:	1,081.31								
2580	02/29/2016	158.75	0.00	03/15/2016	Hunters Crossing II		-			No 0000
803-000-0000-22910	Developer Payments									
	2580 Total:	158.75								
2581	02/29/2016	567.50	0.00	03/15/2016	Savona III		-			No 0000
803-000-0000-22910	Developer Payments									
	2581 Total:	567.50								
2582	02/29/2016	477.50	0.00	03/15/2016	Auto Owners		-			No 0000
803-000-0000-22910	Developer Payments									
	2582 Total:	477.50								
2583	02/29/2016	915.00	0.00	03/15/2016	Legends		-			No 0000
803-000-0000-22910	Developer Payments									
	2583 Total:	915.00								
2584	02/29/2016	60.00	0.00	03/15/2016	ISd 916 School		-			No 0000
803-000-0000-22910	Developer Payments									
	2584 Total:	60.00								
2585	02/29/2016	420.00	0.00	03/15/2016	Arbor Glen		-			No 0000
803-000-0000-22910	Developer Payments									
	2585 Total:	420.00								
2586	02/29/2016	1,142.50	0.00	03/15/2016	Home 2 Suites		-			No 0000
803-000-0000-22910	Developer Payments									
	2586 Total:	1,142.50								
2587	02/29/2016	2,661.66	0.00	03/15/2016	Savona IV		-			No 0000
803-000-0000-22910	Developer Payments									
	2587 Total:	2,661.66								
2588	02/29/2016	2,413.75	0.00	03/15/2016	Inwood III		-			No 0000
803-000-0000-22910	Developer Payments									
	2588 Total:	2,413.75								
2589	02/29/2016	337.50	0.00	03/15/2016	Boulder Ponds II		-			No 0000
803-000-0000-22910	Developer Payments									
	2589 Total:	337.50								
2590	02/29/2016	60.00	0.00	03/15/2016	Village Preserve II		-			No 0000
803-000-0000-22910	Developer Payments									
	2590 Total:	60.00								
	FOCUS Total:	42,063.03								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
GKSERVIC G&K Services										
1182565986	02/24/2016	85.05	0.00	03/15/2016	Uniforms		-	No		0000
101-430-3100-44170	Uniforms									
1182565986 Total:		85.05								
1182577437	03/02/2016	35.15	0.00	03/15/2016	Uniforms		-	No		0000
101-430-3100-44170	Uniforms									
1182577437 Total:		35.15								
1182588923	03/09/2016	35.15	0.00	03/15/2016	Uniforms		-	No		0000
101-430-3100-44170	Uniforms									
1182588923 Total:		35.15								
93766353	02/18/2016	143.58	0.00	03/15/2016	Uniforms - Gustafson		-	No		0000
101-430-3100-44170	Uniforms									
93766353 Total:		143.58								
GKSERVIC Total:		298.93								
GORMANS Gormans Restaurant										
	03/09/2016	1,225.81	0.00	03/15/2016	Balance due for water filters		-	No		0000
601-494-9400-42270	Utility System Maintenance									
Total:		1,225.81								
GORMANS Total:		1,225.81								
HOLIDAY1 Holiday Inn & Suites										
CC Meeting	02/15/2016	275.01	0.00	03/15/2016	Off-site council meeting		-	No		0000
101-410-1110-44300	Miscellaneous									
CC Meeting Total:		275.01								
HOLIDAY1 Total:		275.01								
HOTSYS HotsyMinnesota.com										
51338	02/29/2016	76.90	0.00	03/15/2016	Building repairs		-	No		0000
101-430-3100-44010	Repairs/Maint Bldg									
51338 Total:		76.90								
HOTSYS Total:		76.90								
INNOVAT Innovative Office Solutions										
IN0821381	06/22/2015	546.20	0.00	03/15/2016	Supplies		-	No		0000
101-410-1320-42000	Office Supplies									
IN0821381 Total:		546.20								
IN0984621	11/17/2015	24.25	0.00	03/15/2016	Name Plate - Wensman		-	No		0000
101-410-1910-42000	Office Supplies									
IN0984621 Total:		24.25								
IN1097954	02/29/2016	12.48	0.00	03/15/2016	Name Plate - Colmer		-	No		0000
101-450-5200-42000	Office Supplies									

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
IN1099623	IN1097954 Total: 03/01/2016	12.48								
101-410-1320-42000	Office Supplies	69.97	0.00	03/15/2016	Supplies		-	No		0000
IN1099623	03/01/2016	9.76	0.00	03/15/2016	Supplies		-	No		0000
101-410-1910-42000	Office Supplies	6.92	0.00	03/15/2016	Supplies		-	No		0000
IN1099623	03/01/2016	24.42	0.00	03/15/2016	Supplies		-	No		0000
101-420-2400-42000	Office Supplies	111.07								
IN1099623	03/03/2016	68.00	0.00	03/15/2016	Business cards - Becker		-	No		0000
101-410-1910-42000	Office Supplies	68.00	0.00	03/15/2016	Name Plate - Becker		-	No		0000
IN1106156	03/07/2016	62.85	0.00	03/15/2016	Name plates - various		-	No		0000
101-410-1320-42000	Office Supplies	82.15								
INNOVAT	Total:	844.15								
JANIKING Jani-King of Minnesota, Inc										
MIN03160388	03/01/2016	326.65	0.00	03/15/2016	Cleaning Service - City hall		-	No		0000
101-410-1940-44010	Repairs/Maint Contractual Bldg	326.65								
MIN03160388	Total:	326.65								
JANIKING	Total:									
Landscap Landscape Architecture, Inc										
Task Order 15	03/04/2016	980.00	0.00	03/15/2016	1st payment - Savona IV		-	No		0000
803-000-0000-22910	Developer Payments	980.00								
Task Order 15	Total:	721.60	0.00	03/15/2016	Inwood III - 1st payment		-	No		0000
Task Order 16	03/04/2016	721.60								
803-000-0000-22910	Developer Payments	500.00	0.00	03/15/2016	Inwood I - 1st payment		-	No		0000
Task Order 16	Total:	500.00								
Task Order 17	03/04/2016	500.00	0.00	03/15/2016	Savona I- III 1st payment		-	No		0000
803-000-0000-22910	Developer Payments	998.20	0.00	03/15/2016	Boulder Ponds - II		-	No		0000
Task Order 17	Total:	998.20								
Task Order 18	03/04/2016	500.00	0.00	03/15/2016			-	No		0000
803-000-0000-22910	Developer Payments	500.00								
Task Order 18	Total:	500.00								
Task Order 19	03/04/2016	500.00	0.00	03/15/2016			-	No		0000
803-000-0000-22910	Developer Payments	500.00								
Task Order 19	Total:	500.00								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
Landscap Total:		3,699.80								
LEOIL Lake Elmo Oil, Inc.										
	02/29/2016									
101-430-3100-42120	Fuel, Oil and Fluids	59.02	0.00	03/15/2016	Fuel		-	No		0000
	02/29/2016									
101-420-2220-42120	Fuel, Oil and Fluids	281.15	0.00	03/15/2016	Fuel		-	No		0000
	Total:	340.17								
LEOIL Total:		340.17								
Lillie Newspapers Inc. Lillie Suburban										
	02/29/2016									
Acct 007148	Legal Publishing	67.50	0.00	03/15/2016	Inwood Trunk Watermain		-	No		0000
	02/29/2016									
Acct 007148	Legal Publishing	45.60	0.00	03/15/2016	2016 Budget Summary		-	No		0000
	02/29/2016									
Acct 007148	Legal Publishing	180.00	0.00	03/15/2016	Inwood Booster Station		-	No		0000
	02/29/2016									
Acct 007148	Legal Publishing	163.13	0.00	03/15/2016	2016 Street, Drainage & Utility		-	No		0000
	02/29/2016									
101-410-1320-43510	Legal Publishing	456.23								
	Total:	456.23								
Lillie Total:		456.23								
LINDHOME Lindstrom Homes										
	02/29/2016									
2015-047	Deposits Payable	1,000.00	0.00	03/15/2016	Escrow refund - 10550 Stillwater Blvd		-	No		0000
	2015-047 Total:	1,000.00								
LINDHOME Total:		1,000.00								
LMCIT League of MN Cities Ins. Trust										
	02/29/2016									
52060	Insurance	26,121.00	0.00	03/15/2016	2016 Annual Premium - Admin		-	No		0000
	02/29/2016									
52060	Vehicle Insurance	7,290.00	0.00	03/15/2016	2016 Annual Premium - Fire		-	No		0000
	02/29/2016									
52060	Insurance	178.00	0.00	03/15/2016	2016 Annual Premium - Bldg		-	No		0000
	02/29/2016									
52060	Insurance	15,105.00	0.00	03/15/2016	2016 Annual Premium - PW		-	No		0000
	02/29/2016									
52060	Insurance	3,079.00	0.00	03/15/2016	2016 Annual Premium - Parks		-	No		0000
	02/29/2016									
52060	Insurance	1,637.00	0.00	03/15/2016	2016 Annual Premium - Library		-	No		0000
	02/29/2016									
206-450-5300-43630	Insurance									

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
52060	02/29/2016	8,975.00	0.00	03/15/2016	2016 Annual Premium - Water		-		No	0000
601-494-9400-43610	Insurance									
52060	02/29/2016	581.00	0.00	03/15/2016	2016 Annual Premium - Sewer		-		No	0000
602-495-9450-43610	Insurance									
52060 Total:		62,966.00								
52061	02/29/2016	5,538.00	0.00	03/15/2016	WC renewal		-		No	0000
101-410-1320-41510	Workers Compensation									
52061 Total:		5,538.00								
LMCIT Total:		68,504.00								
LSCVFD Lower St Croix Valley Fire										
	02/17/2016	21.37	0.00	03/15/2016	Reimburse for rehab supplies at fire		-		No	0000
101-420-2220-44300	Miscellaneous									
Total:		21.37								
16147	02/22/2016	1,000.00	0.00	03/15/2016	First Responder Training		-		No	0000
101-420-2220-44370	Conferences & Training									
16147 Total:		1,000.00								
LSCVFD Total:		1,021.37								
MARONEYS Maroney's Sanitation, Inc										
614655	03/02/2016	112.94	0.00	03/15/2016	Waste removal - City hall		-		No	0000
101-410-1940-43840	Refuse									
614655	03/02/2016	49.71	0.00	03/15/2016	Waste removal - Fire		-		No	0000
101-420-2220-43840	Refuse									
614655	03/02/2016	216.67	0.00	03/15/2016	Waste removal - PW		-		No	0000
101-430-3100-43840	Refuse									
614655	03/02/2016	216.67	0.00	03/15/2016	Waste removal - Fire		-		No	0000
101-420-2220-43840	Refuse									
614655	03/02/2016	49.89	0.00	03/15/2016	Waste removal - Library		-		No	0000
206-450-5300-43840	Refuse									
614655 Total:		645.88								
MARONEYS Total:		645.88								
MENARDSO Menards - Oakdale										
99256	03/01/2016	47.45	0.00	03/15/2016	Tools		-		No	0000
101-450-5200-42400	Small Tools & Minor Equipment									
99256 Total:		47.45								
MENARDSO Total:		47.45								
MENARDST Menards - Stillwater										
82835	02/29/2016	23.25	0.00	03/15/2016	Building repair		-		No	0000
101-450-5200-42230	Building Repair Supplies									

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
82896	03/01/2016	23.25								
101-450-5200-42230	Building Repair Supplies	14.09	0.00	03/15/2016	Building repair		-	No		0000
82896 Total:		14.09								
82940	03/02/2016	52.97	0.00	03/15/2016	Building repair supplies		-	No		0000
101-450-5200-42230	Building Repair Supplies	52.97								
82940 Total:		90.31								
MENARDST Total:										
METCOU Metropolitan Council										
Feb 2016	03/10/2016	42,245.00	0.00	03/15/2016	SAC Charges - Feb 2016		-	No		0000
602-000-0000-20802	SAC due Met Council	42,245.00								
Feb 2016 Total:		-422.45								
602-000-0000-37220	SAC Early Pay discount/revenue	-422.45	0.00	03/15/2016	SAC Charges - Feb 2016 - early pay		-	No		0000
Feb 2016 - D Total:		41,822.55								
METCOU Total:										
METSAC Metropolitan Council										
1052996	03/01/2016	1,289.58	0.00	03/15/2016	Waste water services		-	No		0000
602-495-9450-43820	Sewer Utility - Met Council	1,289.58								
1052996 Total:		1,289.58								
METSAC Total:										
MILLEREX Miller Excavating, Inc.										
20331	03/02/2016	2,831.93	0.00	03/15/2016	Water Main Break - Stillwater Blvd		-	No		0000
601-494-9400-42270	Utility System Maintenance	2,831.93								
20331 Total:		2,831.93								
MILLEREX Total:										
NATFC National Fire Codes										
6632909X	03/07/2016	1,450.00	0.00	03/15/2016	NFPA Codes - annual renewal		-	No		0000
101-420-2220-44330	Dues & Subscriptions	1,450.00								
6632909X Total:		1,450.00								
NATFC Total:										
NCPERS 566200-NCPERS Minnesota										
5662216	02/23/2016	96.00	0.00	03/15/2016	March Premium		-	No		0000
101-000-0000-21708	Other Benefits	96.00								
5662216 Total:										

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
NCPERS Total:		96.00								
ONECALL Gopher State One Call										
6020488	02/29/2016	134.85	0.00	03/15/2016	Monthly tickets		-	No		0000
101-430-3100-43150	Contract Services									
6020488 Total:		134.85								
ONECALL Total:		134.85								
PERFORPO Performance Pools & Spa, Inc										
2015-094	02/29/2016	500.00	0.00	03/15/2016	Escrow refund - 4037 Kindred Way		-	No		0000
803-000-0000-22900	Deposits Payable									
2015-094 Total:		500.00								
PERFORPO Total:		500.00								
PINKY Pinky's Sewer Service, Inc.										
70749	02/29/2016	100.00	0.00	03/15/2016	Pumped two tanks		-	No		0000
206-450-5300-44010	Repairs/Maint Bldg									
70749 Total:		100.00								
PINKY Total:		100.00								
PIONEER Pioneer Press										
216520397	02/29/2016	433.40	0.00	03/15/2016	Legal Publications		-	No		0000
101-410-1320-43510	Legal Publishing									
216520397 Total:		433.40								
PIONEER Total:		433.40								
RCM RCM Specialties, Inc										
5326	03/03/2016	280.32	0.00	03/15/2016	Emulsion		-	No		0000
101-430-3120-42240	Street Maintenance Materials									
5326 Total:		280.32								
RCM Total:		280.32								
RIVRCOOP River Country Cooperative										
	02/19/2016	487.51	0.00	03/15/2016	Fuel		-	No		0000
101-420-2220-42120	Fuel, Oil and Fluids									
Total:		487.51								
RIVRCOOP Total:		487.51								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
ROGERS Rogers Printing Services										
21179	02/26/2016	690.00	0.00	03/15/2016	Receipt books		-		No	0000
101-410-1320-42030	Printed Forms	690.00								
	21179 Total:	690.00								
	ROGERS Total:	690.00								
SAMBATEK Sambatek, Inc										
7129	03/08/2016	1,125.00	0.00	03/15/2016	Legends		-		No	0000
803-000-0000-22910	Developer Payments	550.69					-		No	0000
7129	03/08/2016	159.00	0.00	03/15/2016	General Planning		-		No	0000
101-410-1910-43150	Contract Services	1,834.69					-		No	0000
7129	03/08/2016	1,834.69	0.00	03/15/2016	Arbor Glen		-		No	0000
803-000-0000-22910	Developer Payments	1,834.69					-		No	0000
	7129 Total:	1,834.69								
	SAMBATEK Total:	1,834.69								
SCHELFHO Schelfhout Mirelle										
2014-685	02/29/2016	500.00	0.00	03/15/2016	Escrow refund - 561 Julep		-		No	0000
803-000-0000-22900	Deposits Payable	500.00					-		No	0000
	2014-685 Total:	500.00								
	SCHELFHO Total:	500.00								
TKDA TKDA, Inc.										
002016000347	02/15/2016	2,557.19	0.00	03/15/2016	Eagle Point Blvd		-		No	0000
409-480-8000-43030	Engineering Services	2,557.19					-		No	0000
	002016000347 Total:	2,557.19								
	TKDA Total:	2,557.19								
TOOLGUY The Tool Guy, LLC										
12549,12554	01/12/2016	145.16	0.00	03/15/2016	Tools		-		No	0000
101-430-3100-42400	Small Tools & Minor Equipment	145.16					-		No	0000
	12549,12554 Total:	27.68								
14304	03/08/2016	27.68	0.00	03/15/2016	Tools		-		No	0000
101-430-3100-42400	Small Tools & Minor Equipment	27.68					-		No	0000
	14304 Total:	172.84								
	TOOLGUY Total:	172.84								
TRKUTI Truck Utilities Inc.										
295302	02/24/2016	73.92	0.00	03/15/2016	Equipment repair		-		No	0000
101-450-5200-44040	Repairs/Maint Eqpt	73.92					-		No	0000
	295302 Total:	73.92								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
295574	03/02/2016	42.75	0.00	03/15/2016	Equipment repair		-	No		0000
101-450-5200-44040	Repairs/Maint Eqpt									
	295574 Total:	42.75								
	TRKUTJ Total:	116.67								
<hr/>										
WASHELEC Washington County										
84247	03/03/2016	1,200.00	0.00	03/15/2016	Automark Maintenance		-	No		0000
101-410-1410-43150	Contract Services									
	84247 Total:	1,200.00								
	WASHELEC Total:	1,200.00								
<hr/>										
WASHTAX Washington County										
85385	03/09/2016	35.00	0.00	03/15/2016	Tax Levy book		-	No		0000
101-410-1520-44300	Miscellaneous									
85385	03/09/2016	35.00	0.00	03/15/2016	Top 10 Taxpayers		-	No		0000
101-410-1520-44300	Miscellaneous									
	85385 Total:	70.00								
	WASHTAX Total:	70.00								
<hr/>										
WEEKSEND Weeks-End Signs & Graphics										
2173	03/01/2016	45.00	0.00	03/15/2016	Weight restriction lettering		-	No		0000
101-430-3120-42260	Sign Repair Materials									
	2173 Total:	45.00								
	WEEKSEND Total:	45.00								
<hr/>										
WENDT Wendt Kevin										
CC 2.16.16	03/02/2016	2,018.75	0.00	03/15/2016	2.16.16 CC meeting - Parliamentarian		-	No		0000
101-410-1110-44300	Miscellaneous									
	CC 2.16.16 Total:	2,018.75								
	WENDT Total:	2,018.75								
<hr/>										
Whiteani White Anita										
CC 3.2.16	03/02/2016	55.00	0.00	03/15/2016	Cable Operations CC 3.2.16		-	No		0000
101-410-1450-43620	Cable Operations									
	CC 3.2.16 Total:	55.00								
CC 3.2.16- B	03/02/2016	25.00	0.00	03/15/2016	Cable Operations Bonus		-	No		0000
101-410-1450-43620	Cable Operations									
	CC 3.2.16- B Total:	25.00								
	Whiteani Total:	80.00								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
XCEL Xcel Energy										
03032016	03/10/2016	127.69	0.00	03/15/2016	Utility Services		-	No		0000
101-450-5200-43810	Electric Utility									
03032016	03/10/2016	212.36	0.00	03/15/2016	Utility Services		-	No		0000
602-495-9450-43810	Electric Utility									
03032016	03/10/2016	35.55	0.00	03/15/2016	Utility Services		-	No		0000
101-430-3160-43810	Street Lighting									
03032016	03/10/2016	29.29	0.00	03/15/2016	Utility Services		-	No		0000
101-430-3160-43810	Street Lighting									
03032016	03/10/2016	835.43	0.00	03/15/2016	Utility Services		-	No		0000
101-420-2220-43810	Electric Utility									
03032016	03/10/2016	333.94	0.00	03/15/2016	Utility Services		-	No		0000
101-410-1940-43810	Electric Utility									
03032016	03/10/2016	33.86	0.00	03/15/2016	Utility Services		-	No		0000
101-430-3160-43810	Street Lighting									
03032016	03/10/2016	11.75	0.00	03/15/2016	Utility Services		-	No		0000
101-450-5200-43810	Electric Utility									
03032016	03/10/2016	104.84	0.00	03/15/2016	Utility Services		-	No		0000
101-450-5200-43810	Electric Utility									
03032016	03/10/2016	11.75	0.00	03/15/2016	Utility Services		-	No		0000
601-494-9400-43810	Electric Utility									
03032016	03/10/2016	1,104.68	0.00	03/15/2016	Utility Services		-	No		0000
101-430-3160-43810	Street Lighting									
03032016	03/10/2016	46.02	0.00	03/15/2016	Utility Services		-	No		0000
101-450-5200-43810	Electric Utility									
03032016	03/10/2016	166.74	0.00	03/15/2016	Utility Services		-	No		0000
602-495-9450-43810	Electric Utility									
03032016	03/10/2016	20.55	0.00	03/15/2016	Utility Services		-	No		0000
101-430-3160-43810	Street Lighting									
03032016	03/10/2016	18.06	0.00	03/15/2016	Utility Services		-	No		0000
602-495-9450-43810	Electric Utility									
03032016	03/10/2016	538.24	0.00	03/15/2016	Utility Services		-	No		0000
101-420-2220-43810	Electric Utility									
03032016	03/10/2016	421.48	0.00	03/15/2016	Utility Services		-	No		0000
101-450-5200-43810	Electric Utility									
03032016	03/10/2016	1,941.12	0.00	03/15/2016	Utility Services		-	No		0000
101-430-3160-43810	Street Lighting									
03032016	03/10/2016	30.18	0.00	03/15/2016	Utility Services		-	No		0000
101-430-3160-43810	Street Lighting									
03032016	03/10/2016	15.13	0.00	03/15/2016	Utility Services		-	No		0000
101-450-5200-43810	Electric Utility									
03032016	03/10/2016	30.54	0.00	03/15/2016	Utility Services		-	No		0000
101-450-5200-43810	Electric Utility									
03032016	03/10/2016	2,667.90	0.00	03/15/2016	Utility Services		-	No		0000
101-430-3100-43810	Electric Utility									

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
03032016	03/10/2016	170.45	0.00	03/15/2016	Utility Services		-			0000
601-494-9400-43810	Electric Utility								No	
03032016	03/10/2016	13.10	0.00	03/15/2016	Utility Services		-			0000
101-430-3160-43810	Street Lighting								No	
03032016	03/10/2016	602.01	0.00	03/15/2016	Utility Services		-			0000
206-450-5300-43810	Electric Utility								No	
03032016	03/10/2016	270.52	0.00	03/15/2016	Utility Services		-			0000
602-495-9450-43810	Electric Utility								No	
03032016	03/10/2016	176.60	0.00	03/15/2016	Utility Services		-			0000
601-494-9400-43810	Electric Utility								No	
03032016	03/10/2016	14.40	0.00	03/15/2016	Utility Services		-			0000
101-450-5200-43810	Electric Utility								No	
03032016	03/10/2016	51.96	0.00	03/15/2016	Utility Services		-			0000
101-430-3160-43810	Street Lighting								No	
03032016	03/10/2016	40.59	0.00	03/15/2016	Utility Services		-			0000
101-430-3160-43810	Street Lighting								No	
03032016	03/10/2016	1,239.31	0.00	03/15/2016	Utility Services		-			0000
601-494-9400-43810	Electric Utility								No	
03032016 Total:		11,316.04								
XCEL Total:		11,316.04								
YALEMECH Yale Mechanical										
163476,165249	02/25/2016	1,825.62	0.00	03/15/2016	Maintenance City Hall		-			0000
101-410-1940-44010	Repairs/Maint Contractual Bldg								No	
163476,165249 Total:		1,825.62								
164373, 166897	02/25/2016	1,166.05	0.00	03/15/2016	Maintenance Station 2		-			0000
101-420-2220-44010	Repairs/Maint Bldg								No	
164373, 166897 Total:		1,166.05								
164374	02/25/2016	892.00	0.00	03/15/2016	Maintenance Station 1		-			0000
101-420-2220-44010	Repairs/Maint Bldg								No	
164374 Total:		892.00								
166821,164372	02/25/2016	3,288.79	0.00	03/15/2016	Maintenance Public Works		-			0000
101-430-3100-44010	Repairs/Maint Bldg								No	
166821,164372 Total:		3,288.79								
YALEMECH Total:		7,172.46								
Report Total:		221,775.92								

# Accounts Payable To Be Paid Proof List

User: PattyB

Printed: 03/10/2016 - 12:47 PM

Batch: 004-03-2016

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
SW/WC SW/WC Service Cooperatives										
2252016	02/25/2016	22,063.00	0.00	03/15/2016	April Premium		-			0000
101-000-0000-21706	Medical Insurance	22,063.00								No
2252016 Total:		22,063.00								
SW/WC Total:		22,063.00								
Report Total:		22,063.00								





## MAYOR & COUNCIL COMMUNICATION

**DATE:** March 15, 2016  
**CONSENT**  
**ITEM** #3  
**MOTION**

**AGENDA ITEM:** February 2016 Financial Reporting

**SUBMITTED BY:** Cathy Bendel, Finance Director

**THROUGH:** Cathy Bendel, Finance Director

**REVIEWED BY:** Finance Committee

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### **SUGGESTED ORDER OF BUSINESS:**

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

**POLICY RECOMMENDER:** Finance

**FISCAL IMPACT:** NA

**SUMMARY AND ACTION REQUESTED:** As part of its Consent Agenda, the City Council is asked to accept the February 2016 Financial Reporting Packet. No specific motion is needed as this is recommended to be part of the overall approval of the *Consent Agenda*.

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

**STAFF REPORT:** Attached please find the comparative financial statements for the month of February 2016 reflecting the monthly and year to date detail, comparing the actual results to the 2016 Budget.



**GENERAL FUND:**

Revenues:

Total revenue for the month was 47.6% above budget for the month. The most significant budget to actual revenue variances are as follows:

- Building Permit revenue was 54.7% above budget for the month due to the nice weather allowing for building activity. There were 17 new homes permitted in February. The 2016 budget anticipated a later start to the building season.
- Miscellaneous grant revenue is 21.7% above budget for the month due to receiving \$10.9k more in DOT proceeds than anticipated.
- Plan check fee revenue was 30.7% above budget for the month for the same reasons mentioned related to building permit revenue.

Expenses:

Total expenses for the month were 26.0% below budget for February.

The following summarizes variances of note:

General:

- General Government expenses were 30.1% below budget for the month. This was primarily due to not yet filling the City Administrator position which was budgeted for the full year.
- Total Public Safety expenses were 23.5% below budget for the month primarily due to the workers compensation insurance being lower than budgeted for 2016. As a result of historical experience, the rates decreased for 2016.
- Public Works – The total Public Works expenses were 25.9% below budget for the month primarily due to not having to order additional salt in February.

In summary, the February revenues were 47.6% above budget and the expenses were 26% less than budget resulting in a net income of 84.7% better than budget. On a year to date basis, the revenues are 44.8% above budget and the expenses were 23% less than budget resulting in a net income of 65.6% better than budget.

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

**ATTACHMENT:**

1. February Financial Reports



3/15/2016

DEPT 410 - GEN'L GOV'T	Full Year BUDGET 2016	% to date	MONTH			YTD			YTD variance notes
			BUDGET Month	ACTUAL Month	Variance (\$) Month	Variance (%) Month	BUDGET YTD	ACTUAL YTD	
<b>REVENUE</b>									
Current Ad Valorem Taxes	2,033,198.00	0.00%	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%
Delinquent Ad Valorem Taxes	15,000.00	14.26%	0.00	2,139.46	2,139.46	100.00%	0.00	2,139.46	100.00%
Mobile Home Tax	12,000.00	0.00%	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%
Fiscal Disparities	157,508.00	0.00%	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%
Penalty & Interest on Taxes	700.00	0.00%	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%
Liquor License	11,000.00	61.82%	0.00	0.00	0.00	0.00%	8,000.00	6,800.00	-15.00%
Wastehauler License	1,680.00	0.00%	0.00	0.00	0.00	0.00%	840.00	0.00	-100.00%
General Contractor License	0.00	0.00%	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%
Heating Contractor License	2,500.00	38.00%	200.00	300.00	100.00	50.00%	500.00	950.00	90.00%
Building Permits	508,200.00	14.31%	25,000.00	38,663.15	13,663.15	54.65%	45,000.00	72,704.10	61.56%
Building Re-inspect Fees	0.00	0.00%	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%
Heating Permits	38,000.00	23.92%	2,000.00	6,064.00	4,064.00	203.20%	4,000.00	9,088.00	127.20%
Plumbing Permits	46,800.00	15.90%	2,900.00	5,160.00	2,260.00	77.93%	5,300.00	7,441.00	40.40%
Animal License	2,500.00	37.40%	600.00	340.00	(260.00)	-43.33%	2,100.00	935.00	-55.48%
Utility Permits (ROW)	25,000.00	34.36%	0.00	8,591.00	8,591.00	100.00%	0.00	8,591.00	100.00%
Burning Permit	2,750.00	19.82%	0.00	170.00	170.00	100.00%	500.00	545.00	9.00%
Massage Therapy Licenses	150.00	0.00%	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%
MSA-Maintenance	101,696.00	0.00%	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%
State Fire Aid	41,500.00	0.00%	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%
PERA Aid	2,749.00	0.00%	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%
Recycling Grant	15,500.00	0.00%	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%
Misc State Grant/Surcharge Rev	5,064.00	1283.30%	50,848.00	61,716.50	10,868.50	21.37%	50,848.00	64,986.50	27.81%
Cable Franchise Revenue	45,000.00	0.00%	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%
Zoning & Subdivision Fees	27,500.00	8.36%	0.00	2,300.00	2,300.00	100.00%	0.00	2,300.00	100.00%
Plan Check Fees	278,129.00	16.01%	18,000.00	23,537.80	5,537.80	30.77%	33,000.00	44,535.52	34.96%
Sale of Copies, Books, Maps	175.00	27.14%	5.00	1.49	(3.51)	-70.20%	10.00	47.49	374.90%
Assessment Searches	1,215.00	18.52%	15.00	45.00	30.00	200.00%	45.00	225.00	400.00%
Clean Up Days	2,000.00	0.00%	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%
Cable Operation Reimbursement	4,000.00	0.00%	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%
Fines	45,000.00	15.51%	3,500.00	3,477.23	(22.77)	-0.65%	7,000.00	6,979.46	-0.29%
Miscellaneous Permits	0.00	0.00%	0.00	31.35	31.35	100.00%	0.00	31.35	100.00%
Fire Billable Revenue	500.00	0.00%	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%
Miscellaneous Revenue	3,500.32	0.29%	300.00	10.00	(290.00)	-96.67%	600.00	10.00	-98.33%
Interest Earnings	55,000.00	0.00%	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%
Donations	0.00	0.00%	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%
<b>Total Revenue</b>	<b>3,485,514.32</b>	<b>6.55%</b>	<b>103,368.00</b>	<b>152,546.98</b>	<b>49,178.98</b>	<b>47.58%</b>	<b>157,743.00</b>	<b>228,408.88</b>	<b>44.80%</b>



EXPENSE	Full Year BUDGET 2016	% to date	MONTH				YTD			
			BUDGET Month	ACTUAL Month	Variance (\$) Month	Variance (%) Month	BUDGET YTD	ACTUAL YTD	Variance (\$) YTD	Variance (%) YTD
<b>1110 - Mayor &amp; Council</b>										
PT Salaries	25,690.00	0.00%	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%
FICA Contributions	1,592.78	0.00%	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%
Medicare Contributions	372.54	0.00%	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%
Workers Compensation	308.00	0.00%	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%
Mileage	500.00	0.00%	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%
Miscellaneous	5,000.00	0.00%	0.00	1,173.77	(1,173.77)	-100.00%	0.00	2,111.27	(2,111.27)	-100.00%
Dues & Subscriptions	11,500.00	43.78%	1,000.00	682.58	317.42	31.74%	2,000.00	5,034.16	(3,034.16)	-151.71%
Conferences & Training	1,000.00	0.00%	0.00	0.00	0.00	0.00%	250.00	0.00	250.00	100.00%
<b>Total Mayor &amp; Council</b>	<b>45,955.32</b>	<b>15.55%</b>	<b>1,000.00</b>	<b>1,856.35</b>	<b>(856.35)</b>	<b>-85.64%</b>	<b>2,250.00</b>	<b>7,145.43</b>	<b>(4,895.43)</b>	<b>-217.57%</b>
<b>1320 - Administration</b>										
FT Salaries	145,000.00	19.07%	11,153.85	11,216.00	(62.15)	-0.56%	22,307.70	27,647.44	(5,339.74)	-23.94%
PERA Contributions	10,875.00	15.47%	836.54	841.20	(4.66)	-0.56%	1,673.08	1,682.40	(9.32)	-0.56%
ICMA Contributions	0.00	0.00%	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%
FICA Contributions	8,990.00	18.23%	691.54	657.64	33.90	4.90%	1,383.08	1,638.64	(255.56)	-18.48%
Medicare Contributions	2,102.50	18.23%	161.73	153.80	7.93	4.90%	323.46	383.22	(59.76)	-18.48%
Health/Dental Insurance	30,550.00	14.25%	2,350.00	2,176.00	174.00	7.40%	4,700.00	4,352.00	348.00	7.40%
Unemployment Benefits	0.00	0.00%	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%
Workers Compensation	1,140.00	62.65%	1,000.00	714.24	285.76	0.00%	1,000.00	714.24	285.76	28.58%
Office Supplies	5,800.00	15.85%	475.00	126.36	348.64	73.40%	950.00	919.15	30.85	3.25%
Printed Forms	0.00	0.00%	0.00	0.00	0.00	0.00%	0.00	81.32	(81.32)	0.00%
Legal Services	60,000.00	22.43%	5,000.00	5,000.00	0.00	100.00%	10,000.00	13,456.38	(3,456.38)	-34.56%
Newsletter/Website	8,000.00	0.00%	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%
Assessing Services	38,000.00	13.16%	2,500.00	2,500.00	0.00	0.00%	5,000.00	5,000.00	0.00	0.00%
Contract Services	0.00	0.00%	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%
Postage	2,000.00	41.22%	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%
Mileage	550.00	0.00%	0.00	213.79	(213.79)	-100.00%	0.00	824.40	(824.40)	-100.00%
Legal Publishing	10,040.00	16.41%	800.00	903.70	(103.70)	-12.96%	1,550.00	1,647.34	(97.34)	-6.28%
Insurance	28,000.00	0.00%	0.00	0.00	0.00	0.00%	28,000.00	0.00	28,000.00	100.00%
Cable Operation Expense	4,800.00	0.00%	400.00	295.00	105.00	26.25%	800.00	645.00	155.00	19.38%
Miscellaneous	600.00	4.98%	50.00	29.87	20.13	40.26%	100.00	29.87	70.13	70.13%
Dues & Subscriptions	1,200.00	64.03%	100.00	768.32	(668.32)	-68.32%	200.00	768.32	(568.32)	-284.16%
Books	0.00	0.00%	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%
Conferences & Training	3,350.00	0.00%	250.00	0.00	250.00	100.00%	500.00	0.00	500.00	100.00%
Staff Development	0.00	0.00%	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%
<b>Total Administration</b>	<b>360,997.50</b>	<b>16.56%</b>	<b>25,818.66</b>	<b>20,677.24</b>	<b>5,141.42</b>	<b>19.91%</b>	<b>78,537.32</b>	<b>59,789.72</b>	<b>18,747.60</b>	<b>23.87%</b>

2016 share of LMC annual Pmt made in Sept 2015 plus Metro  
Cites annual membership of \$3.7k

February invoice not yet received from Kennedy and Graven

Annual insurance budgeted in Jan but not billed until late Feb



		MONTH				YTD			
		BUDGET	ACTUAL	Variance (\$)	Variance (%)	BUDGET	ACTUAL	Variance (\$)	Variance (%)
1410 - Elections									
PT Salaries	12,000.00	0.00%	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%
Office Supplies	500.00	0.00%	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%
Legal Publications/Notification	500.00	0.00%	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%
Equipment Repair	500.00	0.00%	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%
County Election Fees	950.00	0.00%	0.00	0.00	100.00%	950.00	0.00	950.00	100.00%
Printed Forms	350.00	0.00%	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%
Miscellaneous	1,000.00	0.00%	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%
<b>Total Elections</b>	<b>15,800.00</b>	<b>0.00%</b>	<b>0.00</b>	<b>0.00</b>	<b>100.00%</b>	<b>950.00</b>	<b>0.00</b>	<b>950.00</b>	<b>100.00%</b>
1520 - Finance									
PT Salaries	60,630.46	16.84%	4,663.88	5,055.77	(391.89)	9,377.76	10,209.97	(832.21)	-9.46%
PERA Contributions	4,550.00	7.14%	350.00	325.00	25.00	700.00	325.00	375.00	53.57%
FICA Contributions	4,888.53	16.16%	376.04	403.56	(27.52)	752.08	790.13	(38.05)	-5.06%
Medicare Contributions	4,041.19	15.42%	310.86	318.51	(7.65)	621.72	622.97	(1.25)	-0.20%
Health/Dental Insurance	945.12	15.41%	72.70	74.49	(1.79)	145.40	145.69	(0.29)	-0.20%
Unemployment Benefits	10,880.00	16.00%	836.92	870.40	(33.48)	1,673.85	1,740.80	(66.95)	-4.00%
Workers Compensation	0.00	0.00%	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
Office Supplies	550.00	37.11%	0.00	204.09	(204.09)	0.00	204.09	(204.09)	-100.00%
Printed Forms	1,000.00	14.72%	0.00	29.98	(29.98)	0.00	147.21	(147.21)	-100.00%
Audit Services	500.00	0.00%	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
Contract Services	28,650.00	0.00%	10,000.00	0.00	10,000.00	10,000.00	0.00	10,000.00	100.00%
Mileage	6,700.00	0.25%	600.00	16.88	583.12	1,200.00	16.88	1,183.12	98.59%
Miscellaneous	50.00	0.00%	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
Dues & Subscriptions	200.00	0.00%	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
Conferences & Training	750.00	0.00%	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
<b>Total Finance</b>	<b>124,835.30</b>	<b>11.58%</b>	<b>17,210.40</b>	<b>7,298.68</b>	<b>9,911.72</b>	<b>24,420.81</b>	<b>14,202.74</b>	<b>10,218.07</b>	<b>41.84%</b>



	Full Year BUDGET 2016	% to date	MONTHLY				YTD				YTD variance notes
			BUDGET Month	ACTUAL Month	Variance (\$) Month	Variance (%) Month	BUDGET YTD	ACTUAL YTD	Variance (\$) YTD	Variance (%) YTD	
1910 - Planning & Zoning											
PT Salaries	137,098.00	14.33%	10,546.00	9,047.98	1,498.02	14.20%	21,092.00	19,642.13	1,449.87	6.87%	
FT Salaries	4,800.00	0.00%	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%	
PERA Contributions	10,282.35	12.45%	790.95	678.60	112.35	14.20%	1,581.90	1,279.93	301.97	19.09%	
FICA Contributions	8,500.08	11.68%	653.85	523.18	130.67	19.98%	1,307.70	992.40	315.30	24.11%	
Medicare Contributions	1,987.92	11.68%	152.92	122.36	30.56	19.98%	305.83	232.09	73.74	24.11%	
Health/Dental Insurance	34,814.40	10.63%	2,678.00	1,850.00	828.00	30.92%	5,356.00	3,700.00	1,656.00	30.92%	
Workers Compensation	800.00	51.84%	800.00	414.71	385.29	0.00%	800.00	414.71	385.29	0.00%	
Developer escrow offset cost recovery	0.00	-100.00%	0.00	(1,673.23)	1,673.23	100.00%	0.00	(2,676.44)	2,676.44	100.00%	
Office Supplies	1,800.00	14.22%	150.00	109.37	40.63	27.09%	300.00	255.97	44.03	14.68%	
Printed Forms	750.00	0.00%	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%	
Engineering Services	20,000.00	8.18%	1,500.00	845.00	655.00	43.67%	3,000.00	1,635.00	1,365.00	45.50%	
Contract Services	60,000.00	17.76%	0.00	(1,030.75)	1,030.75	-100.00%	0.00	10,656.35	(10,656.35)	-100.00%	
Postage	200.00	0.00%	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%	
Mileage	250.00	0.00%	20.00	0.00	20.00	100.00%	40.00	0.00	40.00	100.00%	
Miscellaneous	500.00	0.00%	40.00	0.00	40.00	100.00%	80.00	0.00	80.00	100.00%	
Dues & Subscriptions	600.00	0.00%	50.00	0.00	50.00	100.00%	100.00	0.00	100.00	100.00%	
Books	300.00	0.00%	25.00	0.00	25.00	100.00%	50.00	0.00	50.00	100.00%	
Conferences & Training	2,000.00	0.00%	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%	
Total Planning & Zoning	284,682.35	12.69%	17,406.72	12,948.72	4,458.00	25.61%	34,013.43	36,132.14	(2,118.71)	-6.23%	
1930 - Engineering Services											
Engineering Services	48,000.00	11.40%	4,000.00	2,894.16	1,105.84	27.65%	8,000.00	5,472.91	2,527.09	31.59%	
Total Engineering Services	48,000.00	11.40%	4,000.00	2,894.16	1,105.84	27.65%	8,000.00	5,472.91	2,527.09	31.59%	
1940 - City Hall											
Cleaning Supplies	50.00	0.00%	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%	
Building Repair Supplies	300.00	0.00%	25.00	0.00	25.00	100.00%	50.00	0.00	50.00	100.00%	
Utilities	7,500.00	14.74%	750.00	355.24	394.76	52.63%	1,500.00	1,105.24	394.76	26.32%	
Refuse	600.00	18.82%	50.00	112.94	(62.94)	-125.88%	100.00	112.94	(12.94)	-12.94%	
Repairs/Maint Contractual Bldg	6,000.00	12.57%	500.00	326.65	173.35	34.67%	1,000.00	754.30	245.70	24.57%	
Repairs/Maint Contractual Equip	10,800.00	13.36%	900.00	802.56	97.44	10.83%	1,800.00	1,443.37	356.63	19.81%	
Facility Lease	29,532.00	16.67%	2,461.00	2,461.00	0.00	0.00%	4,922.00	4,922.00	0.00	0.00%	
Miscellaneous	300.00	0.00%	25.00	0.00	25.00	100.00%	50.00	0.00	50.00	100.00%	
Total City Hall	55,082.00	15.14%	4,711.00	4,058.39	652.61	13.85%	9,422.00	8,337.85	1,084.15	11.51%	
Total General Government	935,352.47	14.01%	71,096.78	49,733.54	21,363.24	30.05%	157,593.56	131,080.79	26,512.77	16.82%	

East Metro Strong analysis costs related to potential BRT line

East Metro Strong analysis costs related to potential BRT line



DEPT 420 - PUBLIC SAFETY	Full Year BUDGET 2016	% to date	MONTH				YTD			
			BUDGET		ACTUAL		Variance (\$)	Variance (%)	YTD	
			Month	Month	Month	Month			YTD	YTD
2100 - Police	527,060.47	0.12%	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00%
Law Enforcement Contract	527,060.47	0.12%	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00%
Total Police	527,060.47	0.12%	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00%
2150 - Prosecution	54,700.00	18.07%	4,600.00	4,948.21	(348.21)	(348.21)	9,884.21	-7.44%	9,884.21	-7.44%
Attorney Criminal	54,700.00	18.07%	4,600.00	4,948.21	(348.21)	(348.21)	9,884.21	-7.44%	9,884.21	-7.44%
Total Prosecution	54,700.00	18.07%	4,600.00	4,948.21	(348.21)	(348.21)	9,884.21	-7.44%	9,884.21	-7.44%
2220 - Fire	70,300.00	15.39%	5,407.69	5,409.66	(1.97)	(1.97)	10,819.35	-0.04%	10,819.35	-0.04%
PT Salaries	110,000.00	11.40%	9,166.67	9,166.67	0.00	0.00	18,333.33	0.00%	18,333.33	0.00%
PERA Contributions	11,388.60	16.32%	876.05	876.36	(0.31)	(0.31)	1,752.09	-0.04%	1,752.09	-0.04%
FICA Contributions	7,388.33	17.30%	568.33	568.33	0.00	0.00	1,136.67	0.00%	1,136.67	0.00%
Medicare Contributions	2,747.27	16.56%	211.33	211.33	0.00	0.00	422.66	0.00%	422.66	0.00%
Health/Dental Insurance	14,846.00	14.66%	1,142.00	1,142.00	0.00	0.00	2,284.00	0.00%	2,284.00	0.00%
Unemployment Benefits	0.00	0.00%	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00%
Workers Compensation	18,500.00	69.61%	18,500.00	18,500.00	0.00	0.00	18,500.00	0.00%	18,500.00	0.00%
Office Supplies	850.00	15.37%	70.00	70.00	0.00	0.00	140.00	0.00%	140.00	0.00%
EMS Supplies	3,400.00	0.00%	280.00	280.00	0.00	0.00	560.00	0.00%	560.00	0.00%
Fire Prevention	3,000.00	0.00%	250.00	250.00	0.00	0.00	500.00	0.00%	500.00	0.00%
Fuel Oil & Fluids	13,000.00	4.88%	1,075.00	1,075.00	0.00	0.00	2,150.00	0.00%	2,150.00	0.00%
Small Tools & Equip	12,000.00	3.64%	1,000.00	1,000.00	0.00	0.00	2,000.00	0.00%	2,000.00	0.00%
Physicals	3,904.00	0.00%	350.00	350.00	0.00	0.00	700.00	0.00%	700.00	0.00%
Radio	18,097.51	17.21%	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00%
Mileage	500.00	97.52%	50.00	50.00	0.00	0.00	100.00	0.00%	100.00	0.00%
Insurance	8,307.00	0.00%	8,307.00	8,307.00	0.00	0.00	8,307.00	0.00%	8,307.00	0.00%
Electric Utility	15,500.00	18.47%	1,400.00	1,400.00	0.00	0.00	2,800.00	0.00%	2,800.00	0.00%
Refuse	1,200.00	30.53%	100.00	100.00	0.00	0.00	200.00	0.00%	200.00	0.00%
Repair/Maint Bldg	15,250.00	0.74%	1,000.00	1,000.00	0.00	0.00	2,000.00	0.00%	2,000.00	0.00%
Repair/Maint Equip	25,650.00	4.64%	2,200.00	2,200.00	0.00	0.00	4,400.00	0.00%	4,400.00	0.00%
Uniforms	4,100.00	2.68%	300.00	300.00	0.00	0.00	600.00	0.00%	600.00	0.00%
Miscellaneous	2,000.00	9.95%	150.00	150.00	0.00	0.00	300.00	0.00%	300.00	0.00%
Dues & Subscriptions	3,463.00	22.75%	320.00	320.00	0.00	0.00	640.00	0.00%	640.00	0.00%
Books	440.00	0.00%	40.00	40.00	0.00	0.00	80.00	0.00%	80.00	0.00%
Conferences & Training	17,000.00	37.44%	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00%
Conferences & Training (Reimb)	(6,000.00)	0.00%	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00%
Total Fire	377,231.71	15.61%	52,764.07	52,764.07	0.00	0.00	105,528.14	0.00%	105,528.14	0.00%
2250 - Fire Relief	37,323.00	0.00%	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00%
Fire State Aid	37,323.00	0.00%	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00%
Total Fire Relief	37,323.00	0.00%	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00%

Extra cost to to transition time to new law firms







## DEPT 430 - PUBLIC WORKS

Full Year BUDGET	2016	% to date	MONTH			YTD				
			BUDGET Month	ACTUAL Month	Variance (\$)	Variance (%) Month	BUDGET YTD	ACTUAL YTD	Variance (\$)	Variance (%) YTD
3100 - Public Works										
PT Salaries	169,779.00	21.31%	13,059.92	17,737.78	(4,677.86)	-35.82%	26,119.85	36,183.70	(10,063.85)	-38.53%
FT Salaries	7,000.00	0.00%	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%
PERA Contributions	12,733.43	21.31%	979.49	1,330.35	(350.86)	-35.82%	1,955.99	2,713.81	(754.82)	-38.53%
FICA Contributions	10,526.30	20.61%	809.72	1,062.23	(252.51)	-31.18%	1,619.43	2,169.81	(550.38)	-33.99%
Medicare Contributions	2,461.80	8.43%	189.37	248.46	(59.09)	-31.20%	378.74	207.46	171.28	45.22%
Health/Dental Insurance	44,759.00	12.95%	3,443.00	2,899.00	544.00	15.80%	6,886.00	5,798.00	1,088.00	15.80%
Unemployment Benefits	0.00	0.00%	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%
Workers Compensation	18,000.00	66.82%	0.00	12,028.46	(12,028.46)	-100.00%	0.00	12,028.46	(12,028.46)	-100.00%
Office Supplies	2,000.00	0.00%	165.00	0.00	165.00	100.00%	330.00	0.00	330.00	100.00%
Shop Materials	2,000.00	92.02%	165.00	361.51	(196.51)	-119.10%	330.00	460.32	(130.32)	-39.49%
Building Repair Supplies	500.00	97.00%	40.00	293.53	(253.53)	-63.38%	80.00	459.99	(379.99)	-474.99%
Small Tools and Minor Equip	1,200.00	99.33%	100.00	906.43	(806.43)	-80.64%	200.00	1,191.92	(991.92)	-495.96%
Engineering Services	12,000.00	4.86%	1,000.00	445.00	555.00	55.50%	2,000.00	583.75	1,416.25	70.81%
Contract Services	1,000.00	24.36%	250.00	143.55	106.45	42.58%	500.00	243.55	256.45	51.29%
Radio	1,300.00	0.00%	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%
Mileage	0.00	0.00%	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%
Insurance	16,000.00	0.00%	16,000.00	0.00	16,000.00	100.00%	16,000.00	0.00	16,000.00	100.00%
Electric Utility	28,000.00	20.04%	3,500.00	2,411.27	1,088.73	31.11%	7,000.00	5,611.27	1,388.73	19.84%
Refuse	2,500.00	16.67%	200.00	216.67	(16.67)	-8.33%	400.00	416.67	(16.67)	-4.17%
Fuel, Oil, Fluids (ALL depts)	42,000.00	5.87%	6,000.00	1,445.13	4,554.87	75.91%	12,000.00	25,751.73	(13,751.73)	-79.46%
Repair/Maint Bldg	4,000.00	36.82%	330.00	245.00	85.00	25.76%	660.00	1,472.75	(812.75)	-123.14%
Repair/Maint NOT Bldg	500.00	33.00%	40.00	164.99	(124.99)	-312.48%	80.00	164.99	(84.99)	-106.24%
Repair/Maint Equip (in)	2,400.00	28.95%	200.00	200.00	0.00	0.00%	400.00	694.84	(294.84)	-73.71%
Repair/Maint Equip (out)	5,000.00	0.00%	400.00	0.00	400.00	100.00%	800.00	0.00	800.00	100.00%
Equipment Parts	8,000.00	0.00%	725.00	0.00	725.00	100.00%	1,350.00	352.52	997.48	73.89%
Uniforms	3,600.00	10.34%	300.00	235.55	64.45	21.48%	600.00	372.35	227.65	37.94%
Miscellaneous	1,000.00	28.80%	50.00	288.00	(238.00)	-476.00%	100.00	288.00	(188.00)	-188.00%
Landscaping Material	500.00	0.00%	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%
Dues & Subscriptions	200.00	0.00%	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%
Conferences & Training	4,425.00	0.00%	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%
Personal Protection Equipment	2,400.00	0.00%	200.00	0.00	200.00	100.00%	400.00	0.00	400.00	100.00%
Clean up Days	5,500.00	0.00%	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%
Total Public Works	411,284.53	17.96%	48,146.50	42,462.91	5,683.59	11.80%	80,193.01	73,878.69	6,314.32	7.87%
3120 - Streets										
Equipment Parts	3,000.00	0.00%	250.00	0.00	250.00	100.00%	500.00	0.00	500.00	100.00%
Street Maintenance Materials	20,000.00	0.39%	1,000.00	77.40	922.60	92.26%	1,500.00	77.40	1,422.60	94.84%
Seal Coating/Crack Filling	210,000.00	0.00%	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%
Mill and Overlay Paving	160,000.00	0.00%	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%
Sign Repair Materials	2,500.00	0.00%	200.00	0.00	200.00	100.00%	300.00	0.00	300.00	100.00%
Contract Services - General	10,000.00	7.10%	0.00	710.12	(710.12)	-100.00%	0.00	710.12	(710.12)	-100.00%
Contract Services - ROW	5,000.00	0.00%	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%
Repair/Maint Equipment	2,500.00	0.00%	210.00	0.00	210.00	100.00%	420.00	0.00	420.00	100.00%
Total Streets	413,000.00	0.19%	1,660.00	787.52	872.48	52.56%	2,720.00	787.52	1,932.48	71.05%



	Full Year BUDGET 2016	% to date	MONTH				YTD			
			BUDGET		ACTUAL		Variance (\$)	Variance (%)	YTD	
			Month	Month	Month	Month			YTD	YTD
3125 - Ice & Snow Removal										
Landscaping Material	750.00	0.00%	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00%
Sand/Salt	70,000.00	6.50%	15,000.00	4,550.73	10,449.27	10,449.27	25,449.27	84.83%	25,449.27	84.83%
Contract Services	4,000.00	0.00%	1,000.00	0.00	1,000.00	1,000.00	2,000.00	100.00%	2,000.00	100.00%
Repairs/Maint Equipment	12,500.00	15.12%	1,000.00	1,784.44	(784.44)	(784.44)	1,889.58	5.52%	1,889.58	5.52%
Total Ice & Snow Removal	87,250.00	7.38%	17,000.00	6,335.17	10,664.83	10,664.83	27,559.69	81.06%	27,559.69	81.06%
3160 - Street Lighting										
Street Lighting	26,000.00	14.05%	2,200.00	1,709.29	490.71	490.71	3,709.29	15.70%	3,709.29	15.70%
Total Street Lighting	26,000.00	14.05%	2,200.00	1,709.29	490.71	490.71	3,709.29	15.70%	3,709.29	15.70%
3200 - Recycling										
Recycling Supplies	3,500.00	0.00%	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00%
Miscellaneous	2,500.00	0.00%	200.00	0.00	200.00	200.00	400.00	100.00%	400.00	100.00%
Total Recycling	5,900.00	0.00%	200.00	0.00	200.00	200.00	400.00	100.00%	400.00	100.00%
3250 - Tree Program										
Contract Services	1,000.00	0.00%	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00%
Total Tree Program	1,000.00	0.00%	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00%
Total Public Works	944,834.53	8.98%	69,206.50	51,294.89	17,911.61	17,911.61	84,815.81	30.31%	84,815.81	30.31%



DEPT 450 - CULTURE, RECREATIO

	Full Year		MONTH				YTD			
	BUDGET		BUDGET		ACTUAL		BUDGET		ACTUAL	
	2016	% to date	Month	Month	Month	Month	YTD	YTD	YTD	Variance (%)
5200 - Parks & Recreation	115,354.00	11.32%	8,865.69	6,292.93	2,572.76	29,02%	17,731.38	13,050.28	4,681.10	26.40%
IT Salaries	32,500.00	7.97%	2,500.00	1,650.00	850.00	34.00%	5,000.00	2,590.00	2,410.00	48.20%
PERA Contributions	8,644.05	12.71%	664.93	532.69	132.24	19.89%	1,329.85	1,098.72	231.13	17.38%
FICA Contributions	9,160.75	10.15%	704.67	472.67	232.00	32.92%	1,409.35	929.63	479.72	34.04%
Medicare Contributions	2,142.43	10.15%	164.80	110.55	54.25	32.92%	329.61	217.45	112.16	34.03%
Health/Dental Insurance	19,019.00	15.26%	1,463.00	1,450.80	12.20	0.83%	2,926.00	2,901.60	24.40	0.83%
Unemployment Benefits	0.00	0.00%	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%
Workers Compensation	4,700.00	79.47%	4,700.00	3,734.94	965.06	20.53%	4,700.00	3,734.94	965.06	20.53%
Shop Materials	1,500.00	6.00%	100.00	0.00	100.00	100.00%	200.00	64.96	135.04	67.52%
Chemicals	4,000.00	9.53%	330.00	0.00	125.00	100.00%	250.00	0.00	250.00	100.00%
Equipment Parts	500.00	31.40%	40.00	0.00	40.00	100.00%	660.00	381.28	278.72	42.23%
Building Repair Supplies	2,000.00	8.31%	166.00	54.17	111.83	67.37%	332.00	166.17	165.83	49.95%
Landscape Materials	2,000.00	15.65%	150.00	312.94	(162.94)	-108.63%	300.00	312.94	(12.94)	-4.31%
Small Tools and Minor Equip	0.00	0.00%	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%
Mileage	3,200.00	0.00%	0.00	0.00	0.00	0.00%	3,200.00	0.00	3,200.00	100.00%
Electric Utility	9,500.00	18.11%	900.00	820.11	79.89	8.88%	1,850.00	1,720.11	129.89	7.02%
Refuse	1,500.00	6.67%	125.00	0.00	125.00	100.00%	250.00	100.00	150.00	60.00%
Repair/Maint Bldg	3,000.00	0.00%	150.00	0.00	150.00	100.00%	300.00	0.00	300.00	100.00%
Repair/Maint NOT Bldg	1,500.00	0.00%	125.00	0.00	125.00	100.00%	500.00	0.00	500.00	100.00%
Rental Buildings	6,000.00	0.00%	500.00	0.00	500.00	100.00%	1,000.00	0.00	1,000.00	100.00%
Personal Protection Equipment	1,200.00	0.00%	100.00	0.00	100.00	100.00%	200.00	0.00	200.00	100.00%
Miscellaneous	231,320.23	11.86%	22,224.09	15,813.08	6,411.01	28.85%	42,998.19	27,425.09	15,573.10	36.22%
IT & Telephone	3,000.00	48.83%	0.00	1,267.99	(1,267.99)	-100.00%	0.00	1,465.00	(1,465.00)	-100.00%
IT-Hardware	8,156.00	40.22%	0.00	0.00	0.00	0.00%	8,156.00	3,280.00	4,876.00	59.78%
IT-Support Services	50,000.00	16.76%	4,165.00	4,211.25	(46.25)	-1.11%	8,330.00	8,377.50	(47.50)	-0.57%
IT-Networking	0.00	0.00%	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%
INET Contingency	0.00	0.00%	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%
Telephone	20,820.00	17.18%	1,735.00	1,998.22	(263.22)	-15.17%	3,470.00	3,577.48	(107.48)	-3.10%
Total IT & Telephone	81,976.00	20.37%	5,900.00	7,477.46	(1,577.46)	-26.74%	19,956.00	16,699.98	3,256.02	16.32%
Grand Total all Expenses	3,465,514.32	9.93%	248,081.52	177,778.12	64,403.40	25.96%	472,967.02	344,228.05	108,782.97	23.00%
Subtotal Net Income over Expenses	20,000.00	-579.10%	(144,713.52)	(25,231.14)	113,582.38	-78.49%	(315,224.02)	(115,819.17)	179,448.85	-56.93%
DEPT 460 - COMP ADI	20,000.00	0.00%	20,000.00	0.00	20,000.00	100.00%	20,000.00	0.00	20,000.00	100.00%
Debt Service Increase	0.00	0.00%	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%
Transfer to City Projects (Streets)	0.00	0.00%	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%
DEPT 493 - OTH FINANCING	0.00	0.00%	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%
GRAND TOTAL EXP ALL DEPTS	3,485,514.32	9.88%	268,081.52	177,778.12	84,403.40	31.48%	492,967.02	344,228.05	128,782.97	26.12%
Net Income over Expenses	-0.00	0.00%	(164,713.52)	(25,231.14)	139,482.38	84.68%	(335,224.02)	(115,819.17)	219,404.85	65.45%



City of Lake Elmo  
2015 By Month  
Budget to Actual Comparative  
For the month ending February 29, 2016  
101-General Fund Summary  
By Department

3/15/2016

	Full Year BUDGET 2016	% to date	MONTH			YTD				
			BUDGET Month	ACTUAL Month	Variance (\$) Month	Variance (%) Month	BUDGET YTD	ACTUAL YTD	Variance (\$) YTD	Variance (%) YTD
DEPT 410 - GEN'L GOV'T										
REVENUE										
Total Revenue	3,485,514.32	6.55%	103,368.00	152,546.98	49,178.98	47.58%	157,743.00	228,408.88	70,665.88	44.80%
EXPENSE										
Total Mayor & Council	45,955.32	15.55%	1,000.00	1,856.35	(856.35)	-85.64%	2,250.00	7,145.43	(4,895.43)	-217.57%
Total Administration	360,997.50	16.56%	25,818.66	20,677.24	5,141.42	19.91%	78,537.32	59,789.72	18,747.60	23.87%
Total Elections	15,800.00	0.00%	950.00	0.00	950.00	100.00%	950.00	0.00	950.00	100.00%
Total Finance	124,835.30	11.38%	17,210.40	7,298.68	9,911.72	57.59%	24,420.81	14,202.74	10,218.07	41.84%
Total Planning & Zoning	284,682.35	12.69%	17,406.72	12,948.72	4,458.00	25.61%	34,013.43	36,132.14	(2,118.71)	-6.23%
Total Engineering Services	48,000.00	11.40%	4,000.00	2,894.16	1,105.84	27.65%	8,000.00	5,472.91	2,527.09	31.59%
Total City Hall	55,082.00	15.14%	4,711.00	4,058.39	652.61	13.85%	9,422.00	8,337.85	1,084.15	11.51%
Total General Government	935,352.47	8.26%	71,096.78	49,733.54	21,363.24	30.05%	157,593.56	131,080.79	26,512.77	16.82%
DEPT 420 - PUBLIC SAFETY										
Total Police	527,060.47	0.12%	0.00	0.00	0.00	0.00%	0.00	634.22	(634.22)	-100.00%
Total Prosecution	54,700.00	18.07%	4,600.00	4,948.21	(348.21)	-7.57%	9,200.00	9,884.21	(684.21)	-7.44%
Total Fire	377,231.71	15.61%	52,764.07	39,384.73	13,379.34	25.36%	78,701.13	58,900.69	19,800.44	25.16%
Total Fire Relief	37,323.00	0.00%	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%
Total Building Inspections	260,765.91	11.62%	21,690.08	16,028.67	5,661.41	26.10%	41,605.13	30,312.24	11,292.89	27.14%
Total Emergency Communications	7,400.00	0.00%	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%
Total Animal Control	7,550.00	15.56%	600.00	575.00	25.00	4.17%	1,200.00	1,175.00	25.00	2.08%
Total Public Safety	1,272,031.09	7.93%	79,654.15	60,936.61	18,717.54	23.50%	130,706.26	100,906.36	29,799.90	22.80%

Summary\_1



	MONTH				YTD			
	BUDGET Month	ACTUAL Month	Variance (\$) Month	Variance (%) Month	BUDGET YTD	ACTUAL YTD	Variance (\$) YTD	Variance (%) YTD
DEPT 430 - PUBLIC WORKS								
Total Public Works	411,284.53	42,462.91	5,683.59	11.80%	80,193.01	73,878.69	6,314.32	7.87%
Total Streets	413,000.00	787.52	872.48	52.56%	2,720.00	787.52	1,932.48	71.05%
Total Ice & Snow Removal	87,250.00	6,335.17	10,664.83	62.73%	34,000.00	6,440.31	27,559.69	81.06%
Total Street Lighting	26,400.00	1,709.29	490.71	22.31%	4,400.00	3,709.29	690.71	15.70%
Total Recycling	5,900.00	0.00	200.00	100.00%	400.00	0.00	400.00	100.00%
Total Tree Program	1,000.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%
Total Public Works	944,834.53	51,294.89	17,911.61	25.88%	121,713.01	84,815.81	36,897.20	30.31%
DEPT 450 - CULTURE, RECREATION								
Total Parks & Recreation	231,320.23	15,813.08	6,411.01	28.85%	42,998.19	27,425.09	15,573.10	36.22%
IT & Telephone	81,976.00	7,477.46	(1,577.46)	-26.74%	19,956.00	16,699.98	3,256.02	16.32%
GRAND TOTAL ALL EXPENSES	3,465,514.32	177,778.12	64,403.40	25.96%	472,967.02	344,228.05	108,782.97	23.00%
SUB TOTAL NET INC OVER EXP	20,000.00	(25,231.14)	113,582.38	-78.49%	(315,224.02)	(115,819.17)	179,448.85	-56.93%
DEPT 460 - COMP ADJ	20,000.00	0.00	20,000.00	100.00%	20,000.00	0.00	20,000.00	100.00%
DEPT 490 - CONTINGENCY FUND	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%
Debt Service Increase	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%
DEPT 493 - OTH FINANCING	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%
GRAND TOTAL ALL DEPTS	3,485,514.32	177,778.12	84,403.40	31.48%	492,967.02	344,228.05	128,782.97	26.12%
Net Income over Expenses	0.00	(25,231.14)	139,482.38	84.68%	(335,224.02)	(115,819.17)	219,404.85	65.45%





## MAYOR & COUNCIL COMMUNICATION

**DATE:** March 15, 2016  
**CONSENT**  
**ITEM** #4

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

### **SUGGESTED ORDER OF BUSINESS:**

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

**SUMMARY AND ACTION REQUESTED:** As part of its Consent Agenda, the City Council is asked to accept the monthly assessor report for through February 2016 outlining work performed on behalf of the City of Lake Elmo. No specific motion is needed as this is recommended as part of the *Consent Agenda*.

### **LEGISLATIVE HISTORY/BACKGROUND INFORMATION:**

Property splits/plats – 0  
Sales collected and viewed – 11  
Taxpayer inquiries – 2  
Miscellaneous inquiries - 9  
Inspections – Residential – 3; Commercial – 0  
Building permit reviews – 19  
Pictures taken – 0

Other work performed included:

- Preparation for Board of Review. Printing field cards for 2017 assessment.
- Monthly meeting with County residential and commercial supervisors

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

**RECOMMENDATION:** Based on the aforementioned, the staff recommends the City Council accept the February 2016 monthly assessor report.

## MAYOR & COUNCIL COMMUNICATION

**DATE:** March 15, 2016  
**CONSENT**  
**ITEM** 5  
**MOTION**

**AGENDA ITEM:** New Single Family Home Permit Report

**SUBMITTED BY:** Rick Chase, Building Official

**THROUGH:** Rick Chase, Building Official

**REVIEWED BY:** Clark Schroeder, City Administrator

### SUGGESTED ORDER OF BUSINESS:

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

**SUMMARY AND ACTION REQUESTED:** As part of its Consent Agenda, the City Council is asked to accept the monthly new single family home permit report through February, 2016. No specific motion is needed as this is recommended as part of the *Consent Agenda*.

### LEGISLATIVE HISTORY/BACKGROUND INFORMATION:

	<u>2016</u>	<u>2015</u>	<u>2014</u>
New Homes	33	8	1
Total valuation	\$8,920,000	\$5,348,857	\$825,000
Average home value	270,000	445,000	825,000
Total Valuation YTD	14,109,808	5,348,857	1,220,483

**RECOMMENDATION:** Based on the aforementioned, the staff recommends the City Council accept the February, 2016 monthly new home building permit report.





## MAYOR & COUNCIL COMMUNICATION

DATE: March 15, 2016  
CONSENT  
ITEM #6  
MOTION

**AGENDA ITEM:** Annual League of MN Cities Insurance Trust Waiver Form

**SUBMITTED BY:** Cathy Bendel, Finance Director

**THROUGH:** Cathy Bendel, Finance Director

**REVIEWED BY:** Rusty Zignego, City Insurance Agent

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**SUGGESTED ORDER OF BUSINESS:**

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

**POLICY RECOMMENDER:** Finance

**FISCAL IMPACT:** None

**SUMMARY AND ACTION REQUESTED:** As part of its Consent Agenda, the City Council is asked to approve the attached annual liability coverage waiver form. The form has been completed based on a recommendation by our insurance agent and the League of MN Cities Insurance Trust. No specific motion is needed as this is recommended to be part of the *Consent Agenda*.

**LEGISLATIVE HISTORY:** NA

**BACKGROUND INFORMATION/STAFF REPORT:** The City is required on an annual basis to specifically state if they want to waive the monetary limits on municipal tort liability established by Minnesota State Statutes. It is recommended that the City NOT waive the monetary limits as notes on the attached form.

**RECOMMENDATION:** Based on the aforementioned, the staff recommends the City Council approve as part of the Consent Agenda the annual League of MN Cities Insurance Trust Waiver Form.

**ATTACHMENTS:**

1. 2016 League of MN Cities Insurance Trust Waiver Form.



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SINCE 1913

## LIABILITY COVERAGE – WAIVER FORM

LMCIT members purchasing coverage must complete and return this form to LMCIT before the effective date of the coverage. Please return the completed form to your underwriter or email to [psstech@lmc.org](mailto:psstech@lmc.org)

This decision must be made by the member's governing body every year. You may also wish to discuss these issues with your attorney.

League of Minnesota Cities Insurance Trust (LMCIT) members that obtain liability coverage from LMCIT must decide whether to waive the statutory tort liability limits to the extent of the coverage purchased. The decision has the following effects:

- *If the member does not waive the statutory tort limits*, an individual claimant would be able to recover no more than \$500,000 on any claim to which the statutory tort limits apply. The total all claimants would be able to recover for a single occurrence to which the statutory tort limits apply would be limited to \$1,500,000. These statutory tort limits apply regardless of whether the city purchases the optional excess liability coverage.
- *If the member waives the statutory tort limits and does not purchase excess liability coverage*, a single claimant could potentially recover up to \$2,000,000 for a single occurrence. (Under this option, the tort cap liability limits are waived to the extent of the member's liability coverage limits, and the LMCIT per occurrence limit is \$2 million.) The total all claimants would be able to recover for a single occurrence to which the statutory tort limits apply would also be limited to \$2,000,000, regardless of the number of claimants.
- *If the member waives the statutory tort limits and purchases excess liability coverage*, a single claimant could potentially recover an amount up to the limit of the coverage purchased. The total all claimants would be able to recover for a single occurrence to which the statutory tort limits apply would also be limited to the amount of coverage purchased, regardless of the number of claimants.

Claims to which the statutory municipal tort limits do not apply are not affected by this decision.

CITY OF LAKE ELMO  
LMCIT Member Name

Check one:

- ☒ The member **DOES NOT WAIVE** the monetary limits on municipal tort liability established by Minnesota Statutes, Section 466.04.
- ☐ The member **WAIVES** the monetary limits on municipal tort liability established by Minnesota Statutes, Section 466.04 to the extent of the limits of the liability coverage obtained from LMCIT.

Date of city council/governing body meeting \_\_\_\_\_

Signature \_\_\_\_\_ Position \_\_\_\_\_





## MAYOR & COUNCIL COMMUNICATION

DATE: March 15, 2016  
CONSENT  
ITEM # 7

**AGENDA ITEM:** Village Preserve 1st Addition – Approve Security Reduction #1.

**SUBMITTED BY:** Jack Griffin, City Engineer

**THROUGH:** Clark Schroeder, Interim City Administrator

**REVIEWED BY:** Stephen Wensman, City Planner  
Cathy Bendel, Finance Director

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

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

**POLICY RECOMMENDER:** Engineering.

**FISCAL IMPACT:**

It is the City's goal to retain at all times during the subdivision improvements a security amount that is adequate to ensure completion of all elements of the improvements as protection to the City tax payers against the potential of developer default. With this reduction the remaining security amount held by the City will be \$1,858,897 which remains sufficient to complete the remaining improvements.

**SUMMARY AND ACTION REQUESTED:**

The City Council is respectfully requested to consider approving a reduction in the security amount for the Village Preserve 1st Addition.

**LEGISLATIVE HISTORY/BACKGROUND INFORMATION:**

The developer has completed a substantial portion of the required development improvements for the Village Preserve 1st Addition including the installation of sanitary sewer, watermain, storm sewer, and street improvements. In accordance with the revised Security Reduction Policy Paragraph G, the developer is eligible for a reduction in security for Phase 1 in the amount of \$728,423.

**RECOMMENDATION:**

Staff is recommending that the City Council approve, *as part of the Consent Agenda*, a reduction in the security amount for the Village Preserve 1st Addition. If removed from the consent agenda, the recommended motion for the action is as follows:

*“Move to approve a reduction of the Letter of Credit for the Village Preserve 1st Addition from \$2,507,460 down to \$1,858,897.”*

**ATTACHMENT(S):**

1. Engineer’s Letter Recommending Security Reduction #1 for the Village Preserve 1st Addition.
2. Developer’s Letter Requesting Reduction of Security for the Village Preserve 1st Addition.
3. Security Reduction Worksheet.



March 16, 2016

Craig Allen, Chief Manager  
Gonyea Company  
10850 Old County Road 15, Suite 200  
Plymouth, MN 55441

Re: Village Preserve 1st Addition  
Lake Elmo, Minnesota  
Irrevocable Letter of Credit No. **320**

Dear Mr. Allen:

We have reviewed and processed your request dated February 22, 2016 for a reduction in the security for the Village Preserve 1st Addition in Lake Elmo, MN. At this time the Irrevocable Letter of Credit No. **320** may be reduced to \$1,858,897. Please process the security reduction through the office of the Lake Elmo City Clerk.

This represents a security reduction in the amount of 75% of the Sanitary Sewer and Watermain security, 50% of the Storm Sewer security, and 18% of the Street Improvement security.

Should you have any questions or require additional information, please call me 651.300.4264.

Sincerely,

*J Griffin*

John (Jack) W. Griffin, P.E.  
City Engineer

cc: Clark Shroeder, Interim City Administrator  
Julie Johnson, City Clerk  
Cathy Bendel, Finance Director  
Stephen Wensman, City Planner



Jack Griffin &lt;jack.griffin@focusengineeringinc.com&gt;

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**Village Preserve Security Reduction**

1 message

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**Craig@gonyeacompany.com** <Craig@gonyeacompany.com>

Mon, Feb 22, 2016 at 4:18 PM

To: "'Jack Griffin' (jack.griffin@focusengineeringinc.com)" &lt;jack.griffin@focusengineeringinc.com&gt;

Jack,

Attached is the Pay request from Houle for utility work as well as waiver's for the two payments. I would like to request a reduction in security for Village Preserve. With your new policy, I believe I'm eligible for a one time reduction of at least 50% for the storm and streets. As you will see, over 80% of the storm has been paid and installed but a smaller portion of the streets (please note some of the street work is included in extras). I'm not sure if you calculate a portion of what's been installed and paid for and give that percentage of what you have held for security or how it works exactly?

The watermain I believe is eligible for 75% and I'm hoping the sanitary is too. I know we have the corrections for sanitary in the spring, but I would think the 25% you retain would be enough to secure that work?

Take a look and let me know if you need anything additional from me. I'm happy to write a formal letter of request, I'm just not sure what to include in the letter without knowing exactly what I'm eligible for.

Thanks,

Craig

---

Craig Allen  
10850 Old County Road 15  
Suite 200  
Plymouth, MN 55441  
Cell: 952-270-4473  
craig@gonyeacompany.com

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**2 attachments****Houle PR2 (2).pdf**  
522K**Houle Waiver #1 & #2.pdf**  
88K



# C.W. Houle, Inc.

Excavating • Sewer-Water Construction

1300 WEST COUNTY ROAD I

SHOREVIEW, MINNESOTA 55126-5611

TELEPHONE: (651) 484-6077 • FAX: (651) 484-8895 • Email: info@cwhoule.com



December 11, 2015

GWSA Land Development  
Attn: Craig Allen  
10850 Old County Road 15, Suite 200  
Plymouth, MN 55441

Re: LAKE ELMO - VILLAGE RESERVE 15-07  
ESTIMATE #2

TOTAL WORK TO DATE:	\$840,802.00
EXTRA WORK PERFORMED:	<u>\$41,087.00</u>
GROSS AMOUNT DUE:	\$881,889.00

LESS 5% RETAINAGE:	\$44,094.45
LESS PREVIOUS PAYMENTS:	<u>\$455,478.45</u>
TOTAL AMOUNT DUE EST 2:	\$382,316.10

EXTRA WORK:

INVOICE 10319 (INCL ON EST 1)	\$2,295.00
INVOICE 10320 (INCL ON EST 1)	\$1,055.00
INVOICE 10344 (SEE ATTACHED)	\$14,688.00
INVOICE 10345 (SEE ATTACHED)	\$16,700.00
INVOICE 10346 (SEE ATTACHED)	\$1,149.00
INVOICE 10347 (SEE ATTACHED)	<u>\$5,200.00</u>
TOTAL EXTRA WORK:	\$41,087.00

# Receipt and Waiver of Mechanics Lien Rights

Draw Number 2

Date: 11/12/15

The undersigned hereby acknowledges receipt of the sum of \$455,478.45 as

☐ PARTIAL PAYMENT for material, labor or service

☐ FULL AND FINAL PAYMENT for material, labor or service

furnished to the following described property:

Project Name: Lake Elmo

Address: Village Preserve  
Lake Elmo, MN

General Contractor: GWSA Land Development, LLC

Project Manager:

File Number: HB-26627B

Contract: \_\_\_\_\_

and for value received hereby waives any and all rights to file a mechanic's lien against said property for material, labor, or service furnished to said property.

The undersigned affirms that all materials and labor furnished on behalf of the undersigned have been paid in full, EXCEPT:

CW Houle, Inc.  
Company Name

By: 

Title: O.P.

Address: 1300 W. Co. Rd I  
Shoreview, MN 55126

Phone Number: 651-484-6077

Please sign this form and return to CUSTOM HOME BUILDERS TITLE, LLC as follows:

\* BY EMAIL: [disbursing@chbttitle.com](mailto:disbursing@chbttitle.com)

\* BY FAX: (763)489-3241

\* BY MAIL: 10850 Old County Road 15, Plymouth, MN 55441

**CUSTOM HOME BUILDERS TITLE, LLC**  
10850 Old County Road 15, Plymouth, MN 55441  
Phone: (763)489-3240 -- Fax: (763)489-3241

# Receipt and Waiver of Mechanics Lien Rights

Draw Number 4

Date: 01/12/16

The undersigned hereby acknowledges receipt of the sum of \$382,316.10 as

☒ PARTIAL PAYMENT for material, labor or service

☐ FULL AND FINAL PAYMENT for material, labor or service

furnished to the following described property:

Project Name: Lake Elmo

Address: Village Preserve  
Lake Elmo, MN

General Contractor: GWSA Land Development, LLC

Project Manager:

File Number: HB-26627B

Contract: \_\_\_\_\_

and for value received hereby waives any and all rights to file a mechanic's lien against said property for material, labor, or service furnished to said property.

The undersigned affirms that all materials and labor furnished on behalf of the undersigned have been paid in full, EXCEPT:

CW Houle, Inc.  
Company Name

By: William Bonczek

Title: Vice President

Address: 1300 W. Co. Rd. I

Shoreview, MN 55126

Phone Number: 651-484-6077

Please sign this form and return to CUSTOM HOME BUILDERS TITLE, LLC as follows:

\* BY EMAIL: [disbursing@chbttitle.com](mailto:disbursing@chbttitle.com)

\* BY FAX: (763)489-3241

\* BY MAIL: 10850 Old County Road 15, Plymouth, MN 55441

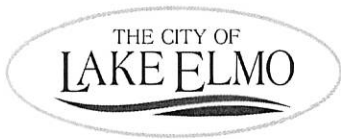
**CUSTOM HOME BUILDERS TITLE, LLC**  
10850 Old County Road 15, Plymouth, MN 55441  
Phone: (763)489-3240 -- Fax: (763)489-3241

VILLAGE PRESERVE 1ST ADDITION

Time of Performance: October 31, 2016

DEVELOPMENT AGREEMENT AMOUNTS		CONSTRUCTION	125% REMARKS	REDUCTIONS					
CATEGORY				#1	#2	#3	#4	#5	#6
Grading		\$79,860	NA	Site Grading Agrmt: Assumed Replaced Never Received: Provided by Wildflower					
Shared Wildflower Improvements		\$255,801	\$319,751.25						
Grading		\$456,502	\$570,627.50 0%						
Sanitary Sewer		\$227,849	\$284,811.25 75%	\$213,608					
Watermain		\$224,251	\$280,313.75 75%	\$210,235					
Streets (includes sidewalks/trails)		\$727,995	\$909,993.75 18%	\$163,799					
Surface Water Facilities		\$225,248	\$281,560.00 50%	\$140,780					
Erosion Control		\$27,970	\$34,962.50						
Sidewalks/Trails		NA	NA Included in Streets						
Street Lighting		NA	NA By Xcel Energy						
Street Signs and Traffic Control Signs		\$3,600	\$4,500.00						
Landscaping		\$105,453	\$131,816.25						
Tree Preservation and Restoration		NA	NA included in Erosion Control						
Wetland Mitigation and Buffers		NA	NA LOC Through VBWD						
Monuments		\$4,600	\$5,750.00						
Miscellaneous Facilities		NA	NA None						
Record Drawings		\$2,500	\$3,125.00						
<b>TOTALS</b>		<b>\$2,005,968</b>	<b>\$2,507,460.00</b>	<b>\$728,423</b>		<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>

RELEASED AMOUNTS: \$728,423  
 CUMULATIVE AMOUNTS: \$728,423  
 SECURITY AMOUNT REMAINING: \$1,858,897  
 DATE: 3/15/2016



## **MAYOR & COUNCIL COMMUNICATION**

**DATE: March 15, 2016**  
**CONSENT**  
**ITEM #8**

**AGENDA ITEM:** Authorize Posting PT Fire Admin Position  
**SUBMITTED BY:** Julie Johnson, City Clerk  
**THROUGH:** Clark Schroeder, Interim Administrator  
**REVIEWED BY:** Greg Malmquist, Fire Chief & HR Committee

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**SUGGESTED ORDER OF BUSINESS:**

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

**POLICY RECOMMENDER:** City Clerk

**FISCAL IMPACT:** \$19.79/hr; 20 hours per week

**SUMMARY AND ACTION REQUESTED:** Staff is requesting Council authorization to advertise, interview and present a candidate to the Council for hiring to fill the vacant part time administrative assistant position in the Fire Department. As directed by the City Council, this position was reviewed by the HR Committee at the February 29, 2016 meeting. The Committee has recommended to advertise, recruit and fill the position with an hourly wage 50% higher than the hourly wage for a Firefighter to compensate for the added duties. This position requires full Firefighter certifications in order to provide additional coverage for fire calls during the day and to provide a qualified person to conduct maintenance on equipment, complete reports and perform other duties that require fire department knowledge and training.

**RECOMMENDATION:** If removed from the Consent Agenda, staff recommends the following motion:

**“Motion to authorize staff to advertise, interview and present a candidate for hiring for the part time Fire Department Administrative Assistant opening.”**



## MAYOR AND COUNCIL COMMUNICATION

DATE: March 15, 2016

**CONSENT**

ITEM #: 9

**MOTION**

**AGENDA ITEM:** Official Newspaper Designation  
**SUBMITTED BY:** Sarah Sonsalla, City Attorney  
**THROUGH:** Clark Schroeder, Interim City Administrator  
**REVIEWED BY:** Sarah Sonsalla/Clark Schroeder

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### SUGGESTED ORDER OF BUSINESS:

- Introduction of Item.....Staff
- Report/Presentation .....Staff
- 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

### PUBLIC POLICY STATEMENT (IF APPLICABLE)

### SUMMARY AND ACTION REQUESTED:

Designate the Oakdale-Lake Elmo Review as the City's official newspaper.

### BACKGROUND AND STAFF REPORT:

Minnesota Statutes require the City Council to annually designate a local newspaper as its official newspaper for the publication of ordinances and notices and other matters of importance to the City Council. The City Council had previously designated the Oakdale-Lake Elmo Review as the City's official newspaper, but had also designated the St. Paul Pioneer Press as the City's alternate official newspaper. It has been brought to the City staff's attention that the City can only have one official newspaper. Therefore, City staff is recommending that the City Council designate the Oakdale-Lake Elmo Review as the City's official newspaper. The City will no longer publish in the St. Paul Pioneer Press.

### RECOMMENDATION:

Council to adopt the attached Resolution No. 2016-17, A Resolution Designating the Oakdale-Lake Elmo Review as the City's official newspaper.

### ATTACHMENT(S):

Resolution No. 2016-17

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

**RESOLUTION NO. 2016-17**

*A RESOLUTION DESIGNATING THE OAKDALE-LAKE ELMO REVIEW AS THE CITY'S  
OFFICIAL NEWSPAPER*

**WHEREAS**, Minnesota Statutes Section 412.831 states that a city council shall annually at its first meeting of the year, designate a local newspaper of general circulation in the city as its official newspaper for the publication of ordinances and other matters that are required by law and deemed advisable by the council to be published;

**WHEREAS**, on January 5, 2016, the City Council of the City of Lake Elmo designated the Oakdale-Lake Elmo Review as the City's official newspaper and also designated the St. Paul Pioneer Press as the City's alternate official newspaper; and

**WHEREAS**, it has been brought to the City's attention that the City can only have one official newspaper; and

**WHEREAS**, the Oakdale-Lake Elmo Review is a newspaper of general circulation in the City and the City wishes to designate it as its official newspaper; and

**NOW, THEREFORE, BE IT RESOLVED THAT** the City Council does hereby approve the following:

1. That the City's official newspaper is the Oakdale-Lake Elmo Review.
2. That that St. Paul Pioneer Press is no longer designated as the City's alternate official newspaper.

This resolution was adopted by the City Council of the City of Lake Elmo on this 15<sup>th</sup> day of March, 2016.

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Mike Pearson, Mayor

ATTEST:

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Julie Johnson, City Clerk



## MAYOR & COUNCIL COMMUNICATION

**DATE:** March 15, 2016

**REGULAR**

**ITEM: 10**

**AGENDA ITEM:** Savona 4<sup>th</sup> Addition Final Plat

**SUBMITTED BY:** Stephen Wensman, Planning Director

**THROUGH:** Clark Schroeder, Interim City Administrator

**REVIEWED BY:** Emily Barker, City Planner

### **SUGGESTED ORDER OF BUSINESS:**

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

### **SUMMARY AND ACTION REQUESTED:**

US Home Corporation, DBA Lennar Corporation is requesting Final Plat of Savona 4th Addition, the fourth and final phase of the planned 310 unit residential development on 112.6 acres west of Keats Avenue and within Stage 1 of the City's I-94 Corridor Planning Area. The Savona 4th Addition plat will include 78 single-family lots and 5 outlots over 36.14 acres of land, all of which will be accessed via an extension of the 5th Street Parkway off of Keats Avenue and previous Savona phases. Staff and the Planning Commission recommend the City Council approve Resolution 2016-16 granting approval of Savona 4<sup>th</sup> Final Plat with conditions.

### **REVIEW:**

As noted in the Staff Report for the Planning Commission, the Savona 4th Addition is in substantial conformance with the approved preliminary plat. There remain a number of outstanding issues related to previous phases of this development including landscaping, irrigation, landscape maintenance agreement, and off-site grading agreements. Staff has been working diligently with Lennar to work through the issues, and significant progress has been

made. Staff is confident that the remaining issues will be satisfied before or soon after Final Plat approval.

**RECOMMENDATION:**

Staff and the Planning Commission recommend the City Council approve Resolution 2016-16 granting approval of Savona 4<sup>th</sup> Final Plat with conditions.

**ATTACHMENTS:**

- Planning Commission Report packet for 2/22/2016
- Planning Commission Minutes 2/22/2016
- Resolution 2016-16



PLANNING COMMISSION  
DATE: 2/22/2016  
AGENDA ITEM: 4B- PUBLIC HEARING  
CASE # 2015-41

ITEM: Savona 4th Addition Residential Subdivision – Final Plat

SUBMITTED BY: Stephen Wensman, Planning Director

REVIEWED BY: Joan Ziertman, Planning Assistant  
Jack Griffin, City Engineer

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### **SUMMARY AND ACTION REQUESTED:**

The Planning Commission is being asked to consider a Final Plat request from US Home Corporation, DBA Lennar Corporation, for the fourth and final phase of the planned 310 unit residential development to be located on 112.6 acres west of Keats Avenue and within Stage 1 of the City's I-94 Corridor Planning Area. The Savona 4<sup>th</sup> Addition plat will include 78 single-family lots and 5 outlots over 36.14 acres of land, all of which will be accessed via an extension of the 5<sup>th</sup> Street Parkway off of Keats Avenue and previous Savona phases. Staff is recommending the Planning Commission recommend approval of the request subject to conditions as listed in this report.

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### **GENERAL INFORMATION**

*Applicant:* U.S. Home Corporation, D/B/A Lennar, 16305 36<sup>th</sup> Avenue North, Suite 600, Plymouth, MN

*Property Owners:* U.S. Home Corporation, D/B/A Lennar, 16305 36<sup>th</sup> Avenue North, Suite 600, Plymouth, MN

*Location:* Part of Section 34 in Lake Elmo, north of I-94, west of Keats Avenue, west of Savona 3<sup>rd</sup> Addition and south of Goose Lake. PID Numbers 34.029.21.31.0004, 34.029.21.31.0008, 34.029.21.42.0071, and 34.029.21.42.0077

*Request:* Application for final plat approval of a 78 unit residential subdivision to be named Savona 4th Addition.

*Existing Land Use and Zoning:* Agricultural land, land that has been mass graded for residential development. Current Zoning: LDR

*Surrounding Land Use and Zoning:* North – RE – Residential Estates zoning; west, Boulder Ponds subdivision and PUD - LDR zoning; south, agricultural land and RT – Rural Development Transitional zoning; and east, Savona 3<sup>rd</sup> Addition and LDR zoning.

*Comprehensive Plan:* Urban Low Density Residential (2.5 – 3.99 units per acre)

*History:* Sketch Plan review by Planning Commission on 12/10/12. EAW approved by the City Council on 7/2/13. The Preliminary Plat was approved on 8/6/13. The Final

Plats for first through third additions were approved on the following dates, respectively: 2/18/14, 9/16/2014, and 9/15/15.

*Deadline for Action:*       Application Complete – 2/1/16  
                                       60 Day Deadline – 4/1/16  
                                       Extension Letter Mailed – No  
                                       120 Day Deadline – N/A

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

### **REQUEST DETAILS:**

US Homes Corporation, DBA, Lennar Corporation is requesting final plat approval of the 4th and final phase of the Savona residential development (Savona 4th Addition). The proposed final plat is a 78 single family residential subdivision over 36.14 gross acres. The City Council approved the Savona Preliminary Plat on August 6, 2013, which included 310 single family and multi-family residential lots over 113 acres of land within the I-94 Corridor planning area.

The Savona 4th final plat area is the final phase of the Savona development which is located to the west of the previous phases. The proposed 4th Addition will consist of 78 single family residential over 20.4 acres, 5 outlots over 10.17 acres, and road right-of-way over 5.58 acres. Outlots A, D and a portion of Outlot C with the trail running through it will be dedicated for parkland, consisting of 8.89 acres. Within Savona 4th there are 280 lineal feet of public trail, excluding the trail in the 5th Street right-of-way. Outlot B and C, less that part of C dedicated for park trail, are 4.26 acres in size and contain storm ponds. Outlot E is .02 acres in size and contains wetland buffer area for a wetland in the Boulder Ponds development. City Code does not allow this area to be within residential lots, therefore the developer has created a separate outlot to contain the buffer area. The applicant has submitted detailed construction plans for related to sanitary sewer, water main, storm sewer, grading, drainage, erosion control, landscaping, and other details that have been reviewed by the City Engineer.

With the 4<sup>th</sup> Addition, the applicant will be constructing a new segment of the proposed 5<sup>th</sup> Street. The new segment will be constructed over a permanent public street easement as per the Permanent Public Street Easement Agreement attached to this report. This agreement provides the City the legal access to the entire 5<sup>th</sup> Street segment through Savona to the Boulder Ponds development.

A public hearing is not required for a final plat. The City's approval of a final plat is contingent on the plat's consistency with the preliminary approval. The approval of the preliminary plat had conditions of approval. In order to proceed, the conditions of approval must be met by the applicant. The applicant has complied with the conditions which are addressed in the "Review and Analysis" section below. Staff has reviewed the final plat and has found that it is consistent with the approved preliminary plat.

### **REVIEW AND ANALYSIS:**

The preliminary plat for Savona was approved with several conditions. Staff has provided a response to each condition of preliminary plat approval. Please also note that the applicant provided a

response to the preliminary plat conditions which has been included in the application materials attached to this report. The applicant's response has not been duplicated for this report. Staff's comments related to each condition are indicated in ***bold italics***. In some instances, staff's comments are different than the developers.

Preliminary Plat Conditions:

1. Within six months of preliminary plat approval, the applicant shall complete the following: a) the applicant shall provide adequate title evidence satisfactory to the City Attorney; b) the applicant shall pay all fees associated with the preliminary plat; c) the applicant shall submit a revised preliminary plat and plans meeting all conditions of approval. All of the above conditions shall be met prior to the City accepting an application for final plat and prior to the commencement of any grading activity on the site. ***Comments: a) Lennar owns the property and title work has previously been reviewed by the City Attorney b) Lennar has submitted an application escrow fee related to the preliminary plat and final plat applications that are being used to cover staff and consultant expenses related to the City's review; c) a revised preliminary plat and plans were approved by the City and applicant has commenced mass grading of the site and updated the grading plans in accordance with changes required by the two watershed districts and City Engineer. Additional agreements are needed for offsite grading, (see City Engineer's memo dated February 15, 2016).***
2. The applicant shall dedicate a minimum of 30 feet of land around the "Exception" parcel in the northwest portion of the Savona subdivision to allow for the construction of an eight-foot bituminous trail to the western edge of the subdivision and to allow for sufficient room for drainage and utilities adjacent to "Street A". ***Comments: The preliminary plat and plans were revised to address this condition. There is a 30-foot area around all portions of the exception parcel for the trail. This proposed configuration is a reasonable compromise to still provide access to the exception parcel. All trails are proposed to be constructed with the 4th addition and are shown on the 4th addition plans, conforming to the preliminary plat.***
3. The applicant shall provide for a minimum green belt/buffer of 100 feet around all of the adjacent Stonegate subdivision, and must revise the preliminary plat in the vicinity of Lots 1 and 2 of Block 10 to properly account for this buffer. ***Comments: The second addition plat was updated to depict Outlot Q in the place of two buildable parcels in this area. This area has been re-worked and is being shown as 1 lot in this area to meet the buffer requirement. All other lots along the north side of the 4th addition are within 100' of the Stonegate subdivision.***
4. The eight-foot bituminous trail located within Outlot A shall be moved off of the property line of the adjacent Stonegate subdivision and shall be designed to continue into the property to the north and to provide a connection to "Street A". ***Comments: Plans have been updated to address this requirement and***

*construction of the trail is shown in the 4th addition. Street "A" is now called 5th Street North and the trail connects to it.*

5. The trail within the green belt/buffer area is encouraged to be located within the southern one- third or eastern one-third of the buffer and as close as possible to the lots within the Savona subdivision. *Comments: The plans have been updated to address this requirement. The trail meanders to provide for a pleasant user experience, avoids the existing wetland, and minimizes impacts on property owners on either side. The trail is shown on 4th addition construction drawings.*
6. The sidewalk along "Street A" must continue along this street until its termination point at the northern boundary of the subdivision. *Comments: The plans have been updated accordingly, and this condition was addressed as part of the second addition review. It does not pertain to the 4th addition.*
7. The applicant shall work with the City and Washington County to identify and reserve sufficient space for a future trail corridor along the western right-of-way line of Keats Avenue. *Comments: An 8-foot trail was constructed along Keats with the 1st addition. No trail is planned south of 5th Street. This condition does not pertain to the 4th addition.*
8. The landscape plan shall be updated to include tree protection fencing in all areas where grading will be near trees intended for preservation. *Comments: Tree preservation fencing is depicted on the landscape plans for the trees where needed on-site.*
9. The landscape plan shall be reviewed and approved by an independent forester or landscape architect in advance of the approval of a final plat and final construction plans. *Comments: The City's Landscape Architect has previously reviewed the tree preservation and protection plan and found the plan to be in compliance with the City Code. The landscape shown for the 4th addition is in conformance with the City's landscape standards except for the irrigation plans, a 3 year maintenance plan commonly held HOA and City outlots and rights-of-ways, and pending approval by the Engineering and Public Works of the Dry Creek Bed Swale Erosion Protection and Boulder Outcroppings Plan. The 5<sup>th</sup> Street Landscape and Irrigation Plans are not approved, although staff is making progress working with the developer.*
10. Sidewalks shall be required on both sides of the public street providing access to the multi-family housing portion of the subdivision. *Comments: This condition does not pertain to the 4th addition. The remainder of the townhome lots were platted and developed with the 3rd addition.*
11. The applicant shall be responsible for the construction of all improvements within the Keats Avenue (CSAH 19) right-of-way as required by Washington County and further described in the review letter received from the County dated July 3, 2013. The required improvements shall include, but not be limited to:

- construction of a new median crossing, closure and restoration of the existing median crossing in this area, continuation of the planned ten-foot bituminous trail through the median, turn lanes, and other improvements as required by the County. *Comments: This requirement was addressed with the first addition and does not pertain to the 4th addition.*
12. The applicant shall observe all other County requirements as specified in the Washington County review letter dated July 3, 2013. *Comments: Final construction plans have been revised in response to these comments.*
  13. The developer shall follow all of the rules and regulations spelled out in the Wetland Conservation Act, and shall acquire the needed permits from the appropriate watershed districts prior to the commencement of any grading or development activity on the site. *Comments: All applicable permits have been received and the remainder of the site has been graded in accordance with the grading plans approved by the City with the 3rd addition. An easement agreement from the Ebertz is needed to allow grading on the Ebertz property so the retaining wall will not have to be constructed. Final Plat should be contingent on this agreement, or the revised plans with a wall should be reviewed by the Planning Commission and City Council.*
  14. The applicant shall submit revised preliminary plans that incorporate the changes made to the western portion of the preliminary plat, and specifically, the rearrangement of lots around the "Exception" parcel. *Comments: The revised Lot configuration has been included in the updated plans.*
  15. The applicant shall enter into a maintenance agreement with the City that clarifies the individuals or entities responsible for any landscaping installed in areas outside of land dedicated as public park and open space on the final plat. *Comments: A homeowner's association has been created for this development; the declarations and HOA documents have been created and recorded with the first, second, and third addition plats. The fourth addition plat will be annexed into the HOA after the final plat has been approved. Staff and the developer are working to finalize the landscape maintenance agreements and landscape and irrigation license agreements in order to be reviewed with the final plat. Final plat approval should be contingent on Staff approval of both agreements.*
  16. The developer shall be required to pay a fee in lieu of park land dedication equivalent to the fair market value for the amount of land that is required to be dedicated for such purposes in the City's Subdivision Ordinance less the amount of land that is accepted for park purposes by the City. Any cash payment in lieu of land dedication shall be paid by the applicant prior to the release of the final plat for recording. *Comments: The developer paid a cash payment in lieu of land dedication in the amount of \$209,429 as part of the developer's agreement for the first addition. This amount covers all of the area included in the preliminary plat. No further park fees are due.*

17. Any land under which public trails are located will be accepted as park land provided the developer constructs said trails as part of the public improvements for the subdivision. *Comments: The dedication of land associated with parks was reviewed in accordance with the preceding condition. All trails will be constructed and finalized with the 4th addition, as shown on the plans. Outlot D with a trail is being dedicated to the City with the 4<sup>th</sup> Addition.*
18. The applicant shall provide for an active recreation area (either public or private) within the multi-family portion of the subdivision. This area shall be sufficient for a small play structure or other similar improvement subject to review and approval by the Planning Director. *Comments: The revised preliminary plans include a small play area within the multi-family area. The play area is included as part of the third addition plans. The City recommended that these improvements be installed at the time the townhouses on Blocks 11 and 12 are constructed.*
19. No more than half of the residential units depicted on the preliminary plat (155) may be approved as part of a final plat until a second access is provided to the subdivision, either via a connection to Hudson Boulevard to the south, Inwood Avenue (CSAH 13) to the west, or back to Keats Avenue (CSAH 19) through the property to the north of Savona. *Comments: This condition was amended and Lennar can obtain up to 155 building permits for the entire subdivision until a secondary access out of the development is provided.*
20. A future realignment of 5th Street along the western border of the plat may be considered by the City Council as part of the final plat submission for this are provided the realignment does not result in any significant modifications to the preliminary plat. *Comments: the City has approved a lot line adjustment that will allow for this realignment. The road right-of-way for 5th Street within Savona now aligns with the right-of-way within the adjacent Boulder Ponds development and will be constructed as shown on the plans.*
21. The applicant must enter into a separate grading agreement with the City prior to the commencement of any grading activity in advance of final plat and plan approval. The City Engineer shall review any grading plan that is submitted in advance of a final plat, and said plan shall document extent of any proposed grading on the site. *Comments: The applicant did enter into this agreement and has been grading the site in accordance with the approved plans. The grading work for first and second addition has been completed and homes are under construction in each of the earlier additions. The grading work for third and fourth additions has commenced in accordance with approved grading plans.*
22. The preliminary grading, drainage and erosion control plan must be revised to address the comments from the City Engineer in his review letter dated July 9, 2013 regarding the size of specific ponds in relation to the drainage areas that are served by these ponds. *Comments: The revised grading, erosion control, and storm water management plans address these comments and the grading for the third and fourth additions has already commenced.*

23. The preliminary plans must be revised to incorporate all proposed improvements within the 5th Street right-of-way. All improvements as requested by the City shall be included in these plans and the design shall be consistent with City specifications and with the concept plan prepared for the City by Damon Farber and Associates. *Comments: The City Council approved a final set of landscape design standards for 5th Street in August 2015. The 5th Street landscape plans submitted have not complied with the design standards and have not been approved by the City Landscape Architect. Staff and the Developer are working together to get an approved set of plans prior to Final Plat approval. Approval of the Savona 4th Final Plat should be contingent on approval of the Final 5th Street Landscape and Irrigation Plans by the City's Landscape Architect.*
24. All required modifications to the plans as requested by the City Engineer in a review letter dated July 9, 2013 shall be incorporated into the plans prior to consideration of a final plat. Specific requirements include, but are not limited to, the following:
- a. The applicant must provide the city a letter of approval to perform the proposed work in the BP Pipeline easement. Work includes installation of storm sewer pipe, grading activities, and relocation of the High Pressure Gas line, if necessary.
  - b. The applicant must provide the city a letter of approval to perform the proposed work in the Electrical Transmission easement areas. Work includes installation of storm sewer pipe, grading activities, and storm water ponding. *Comments: An encroachment agreement has been obtained from BP and is being submitted with the Final Plat application, however, the agreement should be revised as per the City Engineer's review letter dated February 15, 2016. The Xcel encroachment letter dated February 1, 2016 must be revised as per the City Engineer's review letter dated February 15, 2016. Final Plat should be conditioned on these agreements being fully executed and provided to the city as per the City Engineer's review letter dated February 15, 2016*
25. The City will not accept an application for final plat approval until the 429 public improvement project for Section 34 has been ordered by the City Council. If the City Council does not order this project, the applicant must revise the preliminary plans to provide adequate utilities to serve the subdivision. Any such plan revisions will be subject to review and approval by the City Council. *Comments: The Section 34 public improvement project has been ordered by the City and the project is complete.*
26. The applicant shall secure any necessary permits for the multi-family area, including but not limited to a conditional use permit to allow for single family detached residences that do not have frontage on a public street, at the time a final plat is submitted for this area. *Comments: The City has previously approved a*

*Conditional Use Permit for the townhouses and the remainder of the townhome lots were developed with the 3rd addition.*

27. The applicant is encouraged to preserve or re-use as many trees as possible that are currently located on the former golf facility property and to incorporate these trees as part of the landscape plan for the Savona subdivision. *Comments: It is Lennar's intent to preserve these trees if possible, however, based on observed site conditions, it does not appear that many of these trees will be salvageable due to the sandy soil conditions. Lennar has substantially completed grading in accordance with the plans approved by the City in July 2015.*
28. The applicant shall work with the Planning Director to name all streets in the subdivision prior to submission of a final plat. *Comments: Lennar agreed to the street names as proposed by staff. The proposed names have been designed to comply with the County's uniform addressing system. This condition does not pertain to the 4th addition.*

The Savona 4<sup>th</sup> Addition final plat and plan submittal has been reviewed by City Staff and although the plans are generally in conformance with the preliminary plat approvals, there are a number of issues identified by City Staff that require the Planning Commission and City Council's attention.

#### **Issues Summary:**

- 1) **Minimum Sideyard Setbacks.** As the City considers Final Plat approval for Savona 4<sup>th</sup> Addition, the Lennar and Staff are requesting clarification of the required setbacks in the LDR District. Savona 4<sup>th</sup> is in the LDR – Urban Low Density Residential District. The interior side yard setbacks are:

Principal Building - 10 feet

Attached Garage or Accessory Structure - 5 feet

Strict enforcement of the code implies that the living space behind the garage is part of the principal building. As of November 2015, Staff began interpreting the code such that the living space behind the garage was principal building and required a ten foot setback (two 10 foot setbacks). The developer then complained stating that it was never the intent to interpret the code that way. At that point, Planning staff reached out to previous staff members, Kyle Klatt and Nick Johnson, and both stated that the strict interpretation was correct, however, it was discovered that Staff had signed off on some building permits with the living space at the 5 foot setback. The developer also pointed out that their most popular models, the Auburn, Monticello and Westin in the 6000 series and the Lindbergh, Snelling, Summit and Taylor in the 4000 series include living space behind the garages. At that point, Planning Staff with the support of Administration compromised after it became clear that the affected models were anticipated with the approval of the plat and had been marketed to residents. Staff began to allow homes to be constructed with an average minimum setback of 7.5 feet if the strict interpretation cannot be met, similar to what has been approved in recent PUD subdivision developments. At that time, Staff stated that for the 4<sup>th</sup> Addition, it would apply the more

strict interpretation. The developer is requesting to continue the 7.5 averaging setback or allow the principle building behind a garage to be at the 5' setback. Staff is seeking clarification from the Planning Commission of the setback provisions in the code as it pertains to living areas behind an attached garage.

There are several issues with the 5 foot setback. Since the City's approval LDR District regulations, MN State Building Code has changed. In spring 2015, the Building Code began requiring "fire rated assembly" within 5 feet of a property line. This code change affects all structures built to the 5 ft. setback line with eaves or other appurtenances extending into the setback area. Homes constructed to the 5 foot setback typically have 1-2 foot eaves that penetrate the setback area. With the new code soffit venting is restricted. Although there have been some innovations to address this issue (venting on the roof at the setback line), the Building Official has been concerned that in the long term, the innovations may prove less effective than traditional venting. Other concerns with the 5 foot setback include fire prevention and providing adequate drainage between units.

- 2) **Lots.** The preliminary plat approved 311 units. As development occurred, engineering and watershed issues resulted in a loss of 1 townhouse unit to the larger pond in Outlot J in Savona 2<sup>nd</sup> Addition, and 1 single family lot with the platting of Outlot Q in Savona 2<sup>nd</sup> Addition. In the 4<sup>th</sup> Addition, the developer is proposing to add those two lost lots into Block 13, along 6<sup>th</sup> Street N. Staff feels this is a minor change in that the overall density of the development remains unchanged and the lots are in conformance with city requirements.
- 3) **Wetlands.** A small wetland to the west of Lots 1 and 2, Block 4 along Juniper Avenue within the Boulder Ponds development encroaches onto the Savona 4th Addition. City Code does not allow wetland buffers to be within residential lots. The developer has revised the 4th Addition plans removing the buffer area from the back yards of Lots 1 and 2 and has created a .02 acres Outlot E. This outlot will be contiguous with a City owned outlot in the Boulder Ponds development.
- 4) **Dry Creek Bed Swale Erosion Protection and Boulder Outcroppings Concept Plan.** Lennar has accumulated a large number of granite boulders in the previous phases and is requesting the use of them in the landscape as an accent throughout all phases. This is a deviation from the approved plans, but could be a nice amenity. The developer is requesting that the city grant approval of the use of the boulders throughout the development. The City Landscape Architect has approved the concept contingent on review by Public Works and the City Engineer
- 5) **Easements and Permissions.** There are a number of agreements needing to be finalized prior to final plat approval of the 4<sup>th</sup> Addition. The City Engineer's memo dated February 15, 2016 identifies the following outstanding agreements:
  - Temporary construction easement for the Rossow property.
  - Temporary construction easement from Boulder Ponds for the 5<sup>th</sup> Street Construction.
  - Temporary construction easement from Alan Dale.

- Revised BP agreement.
  - Revised Xcel Energy Transmission Encroachment Agreement.
  - Grading easement from the Ebertz
  - Easement for Lot 8, Block 4, to maintain 15 feet from SMH-351A.
  - 3 year maintenance plan for commonly held HOA and City outlots and rights-of-ways to be incorporated into the HOA covenants and Landscape and Irrigation License Agreement
  - Landscape and Irrigation License Agreement for the maintenance of commonly held HOA and City outlots and rights-of-ways.
- 6) **Proposed Southern Access Road.** The final plans show a curbs and turn lanes for a future road access to the south off of 5<sup>th</sup> Street to connect with Hudson Boulevard. The location of this street corresponds with the location of a water main. Staff believes this is the best location for the proposed street.
- 7) **Protection of Common Open Space.** To protect common open space from residential encroachment activities, staff is requesting that residential property lines adjacent to common open space have the property corners demarcated by the developer.

Staff is recommending that any outstanding conditions and issues noted above and the City Engineer's review memo, dated February 15, 2016 and Landscape Architect's review memo dated February 10, 2016 that pertain to the 4th Additional final plat be addressed prior to final plat approval.

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#### CONDITIONS OF APPROVAL:

Based on the above Staff report and analysis, Staff has prepared conditions intended to address the outstanding issues noted above and to further clarify the City's expectations in order for the developer to proceed with the recording of the final plat.

The recommended conditions are as follows:

- 1) That Final grading, drainage, and erosion control plans, utility plans, sanitary and storm water management plans, street and utility construction plans and agreements shall be reviewed and approved by the City Engineer complying with the Engineer's memorandum dated February 15, 2016 prior to final plat approval by the City Council.
- 2) That the developer comply with the 3 items identified in the Landscape Architect's review memo dated February 10, 2016 prior to final plat approval by the City Council.
- 3) That the developer comply with the Fire Chief's review memo dated December 22, 2015
- 4) Prior to the execution of the Final Plat by City officials, the Developer shall enter into a Developer's Agreement acceptable to the City Attorney and approved by the City Council

that delineates who is responsible for the design, construction, and payment of the required improvements with financial guarantees therefore.

- 5) A Common Interest Agreement concerning management of the common areas of Savona 4th Addition and establishing a homeowner's association shall be submitted in final form to the City prior to the issuance of any building permit within this subdivision.
- 6) That a 3-year maintenance plan for commonly held HOA and City outlots and rights-of-ways to be incorporated into the HOA covenants and Landscape and Irrigation License Agreement.
- 7) That a Landscape and Irrigation License Agreement be executed for the maintenance of commonly held HOA and City outlots and rights-of-ways prior to final plat approval.
- 8) The applicant shall provide evidence that all conditions attached the Valley Branch Watershed District permit for the final plat and associated grading work have been met prior to the commencement of any grading activity.

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## DRAFT FINDINGS

Staff is recommending that the Planning Commission consider the following findings with regards to the proposed Savona 4th Addition Final Plat:

- That the Final Plat is consistent with the Preliminary Plat and Plans as approved by the City of Lake Elmo on August 8, 2013 and revised on November 25, 2013.
- That the Final Plat is consistent with the Lake Elmo Comprehensive Plan and the Future Land Use Map for this area.
- That the Final Plat complies with the City's Urban Low Density Residential zoning district.
- That the Final Plat complies with all other applicable zoning requirements, including the City's landscaping, storm water, sediment and erosion control and other ordinances with the plan revisions as requested by the City Landscape Architect.
- That the Final Plat complies with the City's subdivision ordinance.
- That the Final Plat is consistent with the City's engineering standards with the plan revisions as requested by the City Engineer.

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## RECOMENDATION:

Staff recommends that the Planning Commission recommend approval of the Final Plat for Savona 4<sup>th</sup> Addition with the 8 conditions of approval as listed in the Staff report. Suggested motion:

*"Move to recommend approval of the Savona 4<sup>th</sup> Addition Final Plat with the 8 conditions of approval"*

## ATTACHMENTS:

1. Project Description
2. City Engineer Review Letter 2/15/66
3. Savona 4th Addition Final Plat
4. Savona 4th Addition Landscape Plans
5. Potential swale

6. Proposed Permanent Public Street Easement Agreement

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**ORDER OF BUSINESS:**

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



February 1, 2016

Stephen Wensman  
City of Lake Elmo  
3800 Laverne Avenue  
Lake Elmo MN 55042

**RE: Final Plat Request for Savona 4<sup>th</sup> Addition – Responses to Comments**

Dear Mr. Wensman:

Lennar has prepared comments and updated information in response to your letter dated December 31<sup>st</sup> 2015 for Final Plat of Savona 4<sup>th</sup> Addition. Please find our responses below to the City comments provided in that letter. We anticipate that with submission of these items and information, our application will proceed in accordance with the review process outlined in the City Code.

1. The referenced "Temporary Grading Easement per a Vacate Land Purchase & Sale Agreement" for the Rossow property (northwest corner of the development) must be signed and reviewed by the City Attorney for compliance with Lennar's proposed grading outside the development.

**Response:** The recorded easement has been provided with signatures. Note the paragraph on the 2<sup>nd</sup> page that stipulates the grading rights include the seller as well as its successors and assigns. The seller at that time was Alan Dale and he sold the property to Lennar. Therefore, Lennar is covered under this agreement and this should be a non-issue as we move forward.

2. The Xcel Encroachment Agreement must be updated to reflect the update grading plan: "Savona 3rd Addition Updated for 4th Addition" dated 11.16.2015, and proposed landscape plan. Furthermore, the updated agreement must be a three party agreement to be signed by Xcel, Lennar, and the City of Lake Elmo.

**Response:** The agreement has been updated to incorporate the updated plans and is now a three-party agreement.

3. The BP Pipeline Agreement and Acknowledgment must be updated to include the Developer (Lennar) as a 3rd Party subject to the required conditions. Lennar will construct, own and maintain (for a period of time) 5th Street and therefore will be subject to the requirements of crossing the BP Pipeline.

**Response:** The BP pipeline Agreement and Acknowledgement has been updated to include Lennar.

4. The required wetland buffer at Lots 1 & 2, Block 4 must be contained within an Outlot deeded to the City. The final plat must be updated accordingly. The resulting lot size and configuration should be reviewed by the City Planner for conformance to City Ordinance and Preliminary Plat conditions.

**Response:** Plat has been updated to place the wetland buffer in an outlot.

5. The revised HWL of 1028.6 for Infiltration Basin 1 does NOT appear to be contained entirely in Outlot B. The proposed 1028 contour runs along the back lot line of Lot 11, Block 4, therefore the elevation of 1028.6 will encroach onto the private lot. Please review and revise accordingly.

**Response:** Plans have been revised; high water level has been lowered and grades have been adjusted.

6. An irrigation plan must be submitted with the Savona 4<sup>th</sup> Addition Landscape Plan.

**Response:** Irrigation plans for the 1<sup>st</sup> phase were submitted to the City for review and approval. As discussed with Stephen Wensman, the 1<sup>st</sup> addition plans do not match the specs generated by the City in October 2015 because irrigation was installed in the 1<sup>st</sup> addition prior to their creation. It is Lennar's intention to design plans for the 2<sup>nd</sup>, 3<sup>rd</sup>, and 4<sup>th</sup> addition that are consistent with the 1<sup>st</sup> addition irrigation system. We will continue to work with staff on these as we continue through the 4<sup>th</sup> addition final platting process, and as we get input from the City on what will be acceptable. This may require a meeting between Lennar's irrigation contractor and City Staff.

7. Specifications must be completed per the City Engineering Design Standards and submitted for Phase 4 Street and Utility Construction.

**Response:** Specifications have been completed and are being submitted to the City with this package.

8. Written acknowledgment of the update to the Storm Water Management Plan must be received from SWWD.

**Response:** A memo is included with this submittal from SWWD.

9. Revise the Sanitary Sewer, Water Main, Storm Sewer and Streets Construction Plans to address proper location of fire hydrants, per City Fire Chief's direction (Engineering has drawing with proper locations).

**Response:** Some of the requested hydrant locations conflict with infrastructure such as storm sewer, sidewalks, and some street lights. Westwood has been in discussion with the fire chief to confirm locations that will not interfere with these items and we will continue to address with staff. It has also been confirmed that this item will not hold up our application.

10. Submit PID numbers for the existing parcels to be developed into Savona 4<sup>th</sup> Addition.

**Response:** PID numbers for the parcels to be developed are 34.029.21.31.0004 and 34.029.21.31.0008. PID number 34.029.21.31.0003 is owned by Craig Rossow and is not to be developed.

11. Provide exact area calculations of parks, trails, dedicated open space and estimated values of dedicated land and improvements.

**Response:** See updated lot tabulation. Area calculations are provided. Estimated values are negligible because the land is unusable and the value of the trail and buffer improvements have been spread and realized throughout the entire community.

12. Provide area calculations for wetlands and wetland buffers, rights-of-ways, and outlots.

**Response:** Calculations are provided for all wetland features, rights-of-ways, and outlots.

13. Statement showing the final density of the project with the method of calculating said density (number of lots and total amount of land in 4<sup>th</sup> addition).

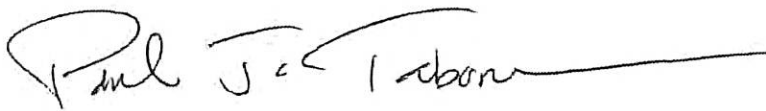
**Response:** See updated lot tabulation which gives gross and net density.

Additionally, we are re-submitting the potential swale and rock outcropping landscape opportunities for the City's consideration. This is purely optional and does not need to be constructed. However, we thought it would be an innovative way to re-use rocks that have been encountered on the property during grading and would further add an aesthetic natural quality within the community.

Per our meeting on January 7, it is our understanding that upon submission of these 13 items, Lennar will be able to move on to a Planning Commission hearing, and ultimately to the City Council for approval. At this time, we look forward to a February 22<sup>nd</sup> Planning Commission Date and final approvals at City Council on March 15<sup>th</sup>.

Please contact me with questions, and thank you for working with us through this process.

Regards,

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

Paul Tabone  
Land Entitlement Mgr  
Lennar Minnesota

## VACANT LAND PURCHASE AND SALE AGREEMENT

This Vacant Land Purchase and Sale Agreement ("Agreement") is made and entered into as the Effective Date (defined herein) by and between **DPS-LAKE ELMO, LLC**, a Minnesota limited liability company, ("Seller") and **CRAIG ROSSOW**, an individual ("Buyer"). The term "Effective Date" shall mean the last of the dates indicated adjacent to the signatures set forth on the signature page of this Agreement.

In consideration of the covenants and agreements contained herein, the parties agree as follows:

1. **DESCRIPTION OF PROPERTY.** Subject to the terms, conditions, representations and warranties set forth herein, Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller, certain real property ("Property") located in Lake Elmo, Minnesota, Washington County, Minnesota consisting of approximately 2.15 acres as depicted on Exhibit A.

The exact legal description of the Property shall be determined by a boundary survey ("Survey") as required herein (Section 9) and shall be reasonably agreed upon by the Seller and Buyer in writing prior to submittal by Seller to the City and County for their approval and issuance of a tax parcel identification number.

2. **PURCHASE PRICE AND PAYMENT.** The purchase price for the Property is the sum of [REDACTED] ("Purchase Price").

Buyer agrees to pay the Purchase Price as follows:

- A. The balance of [REDACTED] shall be paid (subject to prorations, reductions and credits as provided below) by wire transfer or cashier's check at the closing.

3. **TITLE AND SURVEY.** Within a reasonable amount of time after execution of this Agreement, Seller, at its expense, shall deliver a Survey to Buyer that is certified to Seller and Buyer.

Within 5 days after Buyer receives evidence of creation of a tax parcel for the Property (Section 9), Buyer, at its expense, may elect to purchase a title commitment ("Title Commitment") covering the Property issued by Title wherein Title agrees to issue to Buyer upon the recording of the Deed (defined herein) an Owner's Title Insurance Policy, accompanied by copies of all recorded documents affecting the Property. If Buyer so elects to purchase a title commitment, Buyer shall instruct Title to furnish a copy of the Title Commitment to Seller.

Buyer shall have until ten (10) days after receipt of the Survey and evidence of creation of a tax parcel (Section 9) (and Title Commitment (if Buyer elects to order a Title Commitment)) ("Objection Period") to make objections to matters disclosed in the Survey or Title Commitment (if ordered) in writing to Seller. Any exception disclosed in the Survey or Title Commitment (if Title Commitment is ordered) together with those exceptions to title set forth in **EXHIBIT B** attached hereto not timely objected to by Buyer within the Objection Period shall be deemed "Permitted Exceptions" hereunder. Seller shall have the right, but not the obligation, after it receives such objections to have the same removed or satisfied. If Seller elects to cure any objections, then Seller shall designate in writing to Buyer the amount of time Seller requires to make cure, not to exceed 120 days (the "Cure Period") and pending correction of title, the Closing shall be postponed during the Cure Period. If Buyer's objections are not removed or satisfied by Seller within the Cure Period, or if Seller notifies Buyer in writing that Seller does not intend to cure such objections, then, Buyer may, at its sole discretion and as its sole and exclusive remedy, either (a) terminate this Agreement by written notice to Seller and Buyer and Seller shall each be released from any further obligations and liability under this Agreement, except for Buyer's obligations under Section 7 of this Agreement, and upon request, Buyer shall execute and deliver to Seller a Cancellation Agreement or a Quit Claim Deed for the Property, releasing any interest Buyer may have in the Property or in this Purchase Agreement, or (b) waive such objections by written notice to Seller and proceed to closing with the understanding that such uncured objections shall be included as Permitted Exceptions on the Deed at closing; provided, however, that if Buyer has not notified Seller of its election to either waive such objections or terminate this Agreement within five (5) days after the earlier of (i) expiration of the Cure Period, or (ii) receipt of notice from Seller that Seller does not intend to cure Buyer's title objections, then Buyer shall be deemed to have elected to waive such objections pursuant to clause (b) above. Buyer agrees

that a title objection shall be deemed cured if Seller is able to cause Title to delete from the Title Commitment the title exception that is the subject matter of the objection, or otherwise cause Title to affirmatively insure over such objection by way of endorsement.

Buyer grants and conveys unto Seller, its successors and assigns, a non-exclusive temporary easement for grading purposes over, on, through, under and across the grading area. Such grading rights shall include the right of Seller, its successors and assigns, to clear, level and grade the Grading Area; perform transitional grading which may include balancing soils, provided, however (i) no stockpiling of soil; (ii) no fill shall be removed and no borrow pits shall be permitted; (iii) Seller, its successors and assigns work shall comply with the grading plans approved by the City and all applicable laws, codes, ordinances and regulations, including without limitation, erosion control measures (e.g. silt fence, sediment traps); (iv) upon completion of Seller, its successors and assigns grading work, Seller, its successors and assigns shall seed and/or mulch disturbed areas; (v) clearing and grubbing of trees may only be done with Buyer's prior written consent, not to be unreasonably withheld; (vi) Seller, its successors and assigns shall permit no lien to attach to the property as a result of any activities of Seller, its successors and assigns. As used herein, the "Grading Area" means a portion of the Property to be identified following preliminary plat approvals needed for purposes of completing development infrastructure on the abutting Seller's property. If requested by Seller, its successors or assigns, Buyer shall execute and deliver to Seller, its successors or assigns a mutually agreeable easement agreement in recordable form evidencing the foregoing easement rights. Any restoration work will be completed by December 15, 2015.

The Grading Easement shall be a deemed "Permitted Exception".

4. **CLOSING.** The closing shall be held at the offices of Land Title, Inc. 2200 West County Road C, Suite 2205, Roseville, Minnesota, 55113 ("Title"), or at such other place as Seller and Buyer may mutually determine. The closing shall occur on or before the seventh (7th) day after Buyer's waiving of Title Objections. Possession of the Property, subject to the Lease Agreement, shall be delivered to Buyer on the date of Closing. At or prior to the Closing Date,

A. Seller shall:

1. Deliver to Buyer Seller's duly recordable Warranty Deed ("Deed") to the Property conveying to Buyer fee simple title to the Property and all easements and rights appurtenant thereto subject to the Permitted Exceptions and such other exceptions as may be approved in writing by Buyer. The acceptance of the Deed by Buyer shall be deemed to be a full performance and discharge of every representation and warranty made by Seller herein and every agreement and obligation on the part of Seller to be performed pursuant to the provisions of this Agreement, except those which are herein expressly stated to survive closing.
2. Deliver to Buyer an affidavit of Seller confirming that Seller is not a "foreign corporation" within the meaning of Section 1445 of the Internal Revenue Code.
3. Deliver to Buyer an affidavit of Seller sufficient to delete the standard exceptions in Buyer's Owner's Title Policy pertaining to parties in possession, mechanic's liens and unrecorded agreements (except Lease Agreement) to the extent arising from Seller's affirmative acts.
4. Deliver to Buyer a closing statement prepared by Title and such other documents as may be reasonably necessary to fulfill the covenants and obligations of this Agreement to be performed by Seller, all in a form reasonably satisfactory to Buyer and Seller.

B. Buyer shall:

1. Deliver to Seller the Purchase Price, in accordance with Section 2.A. of this Agreement.
2. Deliver to Seller a closing statement prepared by Title and such other documents as may be reasonably necessary to fulfill the covenants and obligations of this Agreement to be performed by Buyer, all in a form reasonably satisfactory to Buyer and Seller.

5. **CLOSING COSTS; PRORATIONS.** The following costs and expenses shall be paid as follows in connection with the Closing(s):

A. Seller's Closing Costs. Seller shall pay:

1. One-half (1/2) of the closing fee charged by Title in connection with the Closing of this transaction.
2. Any state or county deed tax imposed on the conveyance.
3. The recording cost of any instrument or the fee for any endorsement required to cure or remove a title objection which Seller elects to cure or remove pursuant to Section 4 of this Agreement.
4. The balance of special assessments, if any, currently levied against the Property.
5. The deferred taxes and its pro-rata share of general real estate taxes pursuant to Section 6.C. herein.

B. Buyer's Closing Costs. Buyer shall pay the following costs in connection with the closing:

1. The documentary fee necessary to record the Deed with the County land title records.
2. The cost of any Owner's Title Insurance Policy obtained by Buyer, including the cost of any endorsements or extended coverage provisions.
3. The cost of mortgage registration tax for any financing obtained by Buyer in connection with the purchase of the property.
4. The cost of the Title Commitment, if Buyer so elects to have Title issue a Title Commitment.
5. One-half (1/2) of the closing fee charged by Title in connection with the closing of this transaction.
6. Its pro-rata share of general real estate taxes pursuant to Section 6.C. herein.

C. Prorations. Real estate taxes due and payable in the year of closing shall be prorated between Seller and Buyer to the applicable Closing Date (i.e. such taxes shall accrue to Seller through the day prior to the Closing Date). Such proration shall be final. Seller shall pay all such real estate taxes due and payable in years prior to the year of Closing. Buyer shall assume responsibility for the payment of all such real estate taxes due and payable in years subsequent to the year of Closing and any special assessments that become pending or levied after the Effective Date. The obligations under this Section 6.C. shall survive Closing, and shall not merge by Seller's tender, or Buyer's acceptance of a deed or other conveyance of all, or any part, of the Property. Seller shall pay all taxes that have been deferred under Minnesota Agricultural Property Tax Law (MSA 273.111) or otherwise deferred.

6. BUYER'S INSPECTIONS; INSURANCE. By this Agreement, Buyer does not acquire any right of possession of the Property nor does Buyer acquire any right of entry, license or easement. Seller may consent on a case by case basis to a right of entry for Buyer and its employees, agents, contractors or invitees ("Authorized Parties") provided that Buyer gives Seller not less than forty-eight (48) hours prior written notice. Whether or not Buyer gives such notice, Buyer agrees that any entry on the Property by Buyer or its Authorized Parties shall be subject to the following conditions: (i) Buyer agrees to obtain Seller's prior written consent, not to be unreasonably withheld, prior to entering on to the Property, (ii) Buyer agrees not to damage or disturb any crops that may be on the Property and shall not interfere with farming activities on the Property, (iii) Buyer agrees to indemnify, hold harmless and defend Seller from and against any and all liabilities, loss, costs (including reasonable attorneys' fees and court costs) and damages due to personal injury or death to persons, or damage to the Property or other property that arise from entry onto the Property, , and (v) prior to entry on the Property, Buyer shall provide Seller with evidence of Commercial General Liability insurance in an amount equal to \$500,000 per occurrence and \$1,000,000 aggregate which names Seller as additional insured. Buyer shall restore the Property to the condition existing prior to entry upon the Property to the extent the need for restoration arises from the entry of Buyer or its Authorized Parties on the Property or their activities thereon.

7. "AS IS" CONDITION. Except as otherwise provided in this Agreement, any other provision of this Agreement to the contrary notwithstanding, Buyer acknowledges and agrees that upon conveyance of the Property to Buyer at Closing, Buyer will be

acquiring the Property "AS IS", WHERE IS, WITH ALL FAULTS AND DEFECTS." Except as otherwise provided in this Agreement, Seller hereby specifically disclaims any representation or warranty, whether express or implied or statutory, whether oral or written, with respect to the Property, including, but not limited to those concerning: (i) the value, physical condition, good repair, condition of title, habitability, tenant ability, suitability, merchantability, development potential, or fitness for a particular use or purpose of the Property; (ii) the value, physical condition, operability, condition of title, ownership, suitability, merchantability, or fitness for a particular purpose of any furniture, fixtures, equipment, appliances, or other items of tangible personal property located on or at the Property; (iii) the area, shape, size, configuration, location, capacity, square footage, acreage, dimensions or zoning of the Property; (iv) the soil condition, topography, geology or drainage of the Property; (v) the existence of any flood plain, floodway or flood hazard area affecting the Property; (vi) any easement, right of way, lease, possession, lien, encumbrance, license, reservation, condition, covenant, or restriction benefiting, burdening, or otherwise affecting the Property; (vii) the availability of utilities to the Property or the access to the Property by public road or otherwise; (viii) the nature or quality of any material, labor, workmanship, construction, design, engineering, or composition of any improvements to the Property; (ix) the environmental condition (including, without limitation, the presence or absence of asbestos, lead-based paint, or any hazardous substance) affecting the Property; (x) any law, statute, regulation, rule, ordinance, decree, or court order (including, without limitation, any zoning law or ordinance), affecting the Property and the compliance of the Property or its operations with any law, statute, regulation, rule, ordinance, decree, or court order (including without limitation any zoning law or ordinance) affecting the Property; (xi) the existence, validity, enforceability, assignability, or assumability of any franchise agreement, operating agreements or similar agreements, or any licenses for the operation of the Property; (xii) the suitability of the Property for any and all activities and uses which Buyer may elect to conduct thereon; or (xiii) the value of the Property or the price at which the Buyer might resell the Property. Furthermore, except as otherwise provided in this Agreement, by executing this Agreement, Buyer acknowledges the following: (a) Seller has not made, does not make and will not make any representation or warranty of any kind whatsoever, whether implied, express or statutory, whether oral or written, regarding the Property, and the Seller disclaims any and all such representation and warranties; and Buyer is not relying upon any such representation and warranty; (b) the Property may contain defects unknown to Seller; (c) Buyer bears the sole responsibility to inspect the Property and review all information disclosed by Seller or its agents with respect to the Property; (d) any reports or information pertaining to the Property provided to Buyer by Seller are for informational purposes only and Seller does not warrant the accuracy or completeness of such items; and (e) Buyer is assuming all risks concerning the Property. The provisions of this Section 8 are material item of consideration to Seller and Buyer acknowledges that Seller would not enter into this Agreement in the absence of such provisions.

8. **TAX PARCEL.** Seller will prepare a Survey of the subject property and the adjacent property, for the purposes of creating a separate tax parcel for the Property. The Buyer shall contribute \$700 towards the cost of preparing the subject survey which shall be paid directly to Seller upon execution of this Agreement. The Seller will complete the appropriate application for creation of the tax parcel for the Property to be filed with the City upon completion of the Survey. Upon creation of the tax parcel for the Property, the Property will be zoned RE (Residential Estates). The Seller will use commercially reasonable efforts to obtain approval of the separate tax parcel and RE zoning. In the event that Seller is not successful in obtaining a lot-split to create a separate tax parcel for the Property or is not successful in obtaining RE zoning, Buyer or Seller can terminate this Agreement within fourteen (14) days after City rejection of the tax parcel or zoning.
9. **FARM LEASE.** The Property is encumbered by a Farm Lease expiring December 1, 2015. Buyer agrees to the lease as a Permitted Encumbrance through December 31, 2012. The Seller will terminate the lease on the Property for 2013 prior to Closing.

10. **DEFAULT; REMEDIES**

- A. **Default by Seller.** In the event Seller fails to comply with any material provision of this Agreement, and such failure is not cured by Seller within ten (10) days after receipt of written notice thereof from Buyer to Seller, Buyer's sole and exclusive remedy (in the absence of any subsequent written agreement between the parties to the contrary), shall be to terminate this Agreement upon written notice to Seller and recover Buyer's contribution of Survey costs of \$700 as provided for in Section 9.
- B. **Default by Buyer.** In the event Buyer (i) fails to pay the Purchase Price in full when due; (ii) commences any improvement on any portion of the Property prior to closing; or (iii) fails to comply with any other covenant, obligation, or provision of this Agreement which is not cured within ten (10) days after receipt of written notice from Seller, Seller may terminate this Agreement immediately upon written notice to Buyer and recover the cost of the boundary survey prepared to create the legal description of the Property.

11. **SELLER REPRESENTATIONS.** Seller does not know of any "wells" (within the meaning of Minn. Stat. § 103L005, Subd. 21) on the Property and Seller has not received notice of the existence of any "wells" on the Property. This representation is intended to satisfy the requirements of Minn. Stat. § 103L005, Subd. 1(a). Seller has not received notice of the existence of any underground tanks, wells or individual sewage treatment systems on, within or serving the Property, and to the best of Seller's actual knowledge, there are no such underground tanks, wells, or individual sewage treatment systems located on, within or serving the Property. This representation is intended to satisfy the requirements of Minn. Stat. § 115.55.
12. **BUYERS REPRESENTATIONS.** Buyer warrants and represents to Seller as follows:
- (A) Buyer has the full legal right, power, authority and financial ability to execute and deliver this Agreement and all of Buyer's closing documents, to consummate the transactions contemplated hereby, and to perform its obligations hereunder and under all of Buyer's closing documents;
  - (C) This Agreement and Buyer's closing documents do not and will not contravene any judgment, order, decree, writ or injunction issued against Buyer. The consummation of the transactions contemplated hereby will not result in a breach or constitute a default or event of default by Buyer under any agreement to which Buyer or any of its assets are subject or bound;
  - (D) There are no pending actions, suits, proceedings or investigations to which Buyer is a party before any court or other governmental authority which may have an adverse impact on the transactions contemplated hereby; and
13. **MISCELLANEOUS.** The following general provisions govern this Agreement.
- A. **No Waivers.** The waiver by either party hereto of any condition or the breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of any other condition or of any subsequent breach of the same or of any other term, covenant or condition herein contained. Buyer, in its sole discretion may waive any right conferred upon Buyer by this Agreement; provided that such waiver shall only be made by Buyer giving Seller written notice specifically describing the right waived.
  - B. **Time of Essence.** Time is of the essence of this Agreement.
  - C. **Governing Law.** This Agreement is made and executed under and in all respects to be governed and construed by the laws of the State of Minnesota and the parties hereto hereby agree and consent and submit themselves to any court of competent jurisdiction situated in the State of Minnesota.
  - D. **Notices.** All notices and demands given or required to be given by any party hereto to any other party shall be deemed to have been properly given if and when delivered in person, sent by facsimile (with verification of receipt) or three (3) business days after having been deposited in any U.S. Postal Service and sent by registered or certified mail, postage prepaid, addressed as follows (or sent to such other address as any party shall specify to the other party pursuant to the provisions of this Section):

**TO SELLER:**  
DPS-LAKE ELMO, LLC  
ATTN: ALAN DALE  
6007 Culligan Way  
Minnetonka, MN 55345  
PHONE: 952-288-2201  
FAX: 952-473-2206

**TO BUYER:**  
Craig Rossow  
483 Julep Avenue  
Lake Elmo, MN 55042  
PHONE: 612-508-1154  
FAX: 651-482-0293

In the event either party delivers a notice by facsimile, as set forth above, such party agrees to deposit the originals of the notice in a post office, branch post office, or mail depository maintained by the U.S. Postal Service, postage prepaid and

addressed as set forth above. Such deposit in the U.S. Mail shall not affect the deemed delivery of the notice by facsimile, provided that the procedures set forth above are fully complied with. Any party, by notice given as aforesaid, may change the address to which subsequent notices are to be sent to such party.

- E. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of each of the parties hereto, provided however, Buyer shall not be entitled to assign or convey any interest in this Agreement to any individual or entity, without first obtaining the prior written consent of Seller.
  - F. Invalidity. If for any reason any term or provision of this Agreement shall be declared void and unenforceable by any court of law or equity it shall only affect such particular term or provision of this Agreement and the balance of this Agreement shall remain in full force and effect and shall be binding upon the parties hereto.
  - G. Complete Agreement. All understandings and agreements heretofore had between the parties are merged into this Agreement which alone fully and completely expresses their agreement. This Agreement may be changed only in writing signed by both of the parties hereto and shall apply to and bind the successors and assigns of each of the parties hereto and shall not merge with the deed delivered to Buyer at closing.
  - H. Counterparts. This Agreement may be executed in one or more counterparts each of which when so executed and delivered shall be an original, but together shall constitute one and the same instrument.
  - I. Calculation of Time Periods. Unless otherwise specifically provided herein, in computing any period of time described in this Agreement, the day of the act or event after which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included, unless such last day is a Saturday, Sunday or legal holiday under the laws of the State of Minnesota, in which event the period shall run until the end of the next day which is neither a Saturday, Sunday or legal holiday. The final day of such period shall be deemed to end at 5:00 p.m., Central Time.
  - J. No Recording. Buyer shall not record this Agreement, any memorandum of this Agreement, or lis pendens against the Property.
  - K. Required Signatures. This Agreement shall not be binding and enforceable against Seller unless and until signed by at least one of Seller's officers.
  - L. Like-Kind Exchange. Reinvestment of Net Proceeds. Seller and/or Buyer may elect to enter into the transaction contemplated under this Agreement as part of a like-kind exchange within the meaning of Section 1031 of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder. Seller and Buyer agree to cooperate fully with each other in order to implement any such exchange. Each party acknowledges that any exchange shall be a no cost to the other party and shall not release or diminish each party's obligations and liability under this Agreement.
  - M. In the event this Agreement is canceled or fails to close for any reason, other than Seller's default, Buyer shall promptly deliver to Seller, at no expense to Seller, copies of any and all reports (including but not limited to Phase I Environmental Site Assessments), studies, plans, surveys, or other documentation prepared by third parties for Buyer that pertain to the Property.
14. BROKERAGE. Seller and Buyer represent and warrant to each other that they have not engaged the services of any broker in connection with the sale and purchase contemplated by this Agreement. Buyer shall indemnify, defend and hold harmless Seller for any claim (including reasonable expenses incurred in defending such claim) made by Broker claiming to be entitled to a commission in connection with this Agreement or the purchase and sale transaction except as provided herein. Each party hereby agrees to indemnify, defend and hold harmless the other party for any claim (including reasonable expenses incurred in defending such claim) made by a broker, sales agent or similar party (other than Broker) claiming to be entitled to a commission in connection with this transaction by reason of the acts of the indemnifying party.

IN WITNESS WHEREOF: Seller and Buyer have executed this Agreement as of last date set forth below, which shall be the effective date of this Agreement for all purposes.

SELLER:

DPS LAKE ELMO, LLC

BY: [Signature]

ITS: Chief Manager

DATE: December 31, 2012

BUYER:

CRAIG ROSSOW

[Signature]

DATE: December 31, 2012

This Document Prepared By,  
And When Recorded Return To:  
Blake Patrick  
BP Pipelines (North America) Inc.  
150 W. Warrenville Road, Bldg 603  
Naperville, IL 60563

### **AGREEMENT AND ACKNOWLEDGEMENT**

**DATE:** January 27, 2016

**1<sup>ST</sup> PARTY:** **BP Pipelines (North America) Inc., a Maine corporation**  
150 W. Warrenville Rd., Building 603 – 3<sup>rd</sup> Floor, Naperville, IL 60563

**2<sup>ND</sup> PARTY:** **City of Lake Elmo, a Minnesota municipal corporation**  
3800 Laverne Avenue North, Lake Elmo, MN 55042

**3<sup>RD</sup> PARTY:** **U.S. Home Corporation, dba Lennar, a Delaware corporation**  
16305 36th Ave., Suite 600, Plymouth, MN 55446

**AS TO:** BP File 4000-1532 – Database # 8322  
5th Street North

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, BP Pipelines (North America) Inc., a Maine corporation (hereinafter referred to as "BP"), is the present owner of a right of way and easement (hereinafter referred to as "Easement"), over, through, under and across the following described parcel in Washington County, Minnesota:

The East Half of the Southwest Quarter of Section 34, Township 29 North, Range 21 West, Washington County, Minnesota

granted by Coleman J. Costello and Beryle B. Costello dated August 7, 1946 and recorded August 26<sup>th</sup>, 1946 in book 150, Page 219 as document 143725 at the Washington County Recorder's Office.

WHEREAS, the Easement was amended and limited to a strip of land (hereinafter called the "Easement Strip") 50 feet in width by Document Number 3172091 recorded August 3, 2001 in the Office of the Recorder of Washington County, Minnesota.

WHEREAS, pursuant to the Easement, a pipeline was or pipelines were constructed together with equipment and appurtenances thereto (hereinafter referred to as "Existing Pipeline") within said Easement and is presently a part of a pipeline system owned by BP; and

WHEREAS, subsequent to the grant of the Easement, City of Lake Elmo (hereinafter referred to as "CITY") and U.S. Home Corporation (hereinafter referred to as "Lennar") acquired an easement to tracts of land (hereinafter referred to as "Permanent Public Street Easement Agreement") legally described in Exhibit "A" and more clearly depicted on Exhibit "B" attached hereto and made a part hereof, being all or a part of the same land covered by the Easement.

NOW, THEREFORE, in reliance on the aforesaid representation and in consideration of the mutual covenants herein contained:

1. CITY and LENNAR agree that BP, its successors and assigns have superior rights, and the rights within the easement document remain unchanged within that entire portion of the New Road Right of Way covering the same land described in the Easement.
2. CITY and LENNAR agree that BP has the right to construct, operate, inspect, maintain, protect, repair, replace change the size of and remove the Existing Pipeline and any future pipelines (hereinafter "Future Facilities") that may be installed in the Easement Area. City agrees that BP's exercise of rights within the Easement Area are not subject to any CITY permitting processes, and CITY further agrees that permits will not be required when BP elects to exercise its rights within the Easement Area. BP agrees that it will comply with all CITY posted engineering requirements in place at the time BP elects to exercise BP's rights within the Easement Area.
3. CITY and LENNAR acknowledge and agree that it will reimburse BP in full should any further revision, relocation and/or removal of BP's facilities within the New Road Right of Way due to any authorized improvement or revision within the New Road Right of Way.
4. CITY and LENNAR shall not commence with any excavation or construction on or near the Easement without first contacting the local "One-Call" utility locating service at least 48 hours (two working days) prior to initiating any excavation or construction activities so BP can arrange to have a representative present when CITY, LENNAR, or their contractor are working in close proximity to the Easement.
5. This Agreement and Acknowledgement shall be recorded in the land records of Washington County, Minnesota.

Nothing herein shall constitute a waiver or relinquishment by BP of any right to compensation that BP may have under applicable law in the event of relocation of the Existing Pipeline, Future Facilities, the Easement (in whole or in part) or any other BP easement or right-of-way, or as a result of condemnation or other exercise of the power of eminent domain with

respect to any real property interest, whether by the CITY, LENNAR, or any other governmental entity or agency; provided, the CITY and LENNAR acknowledges and agrees that BP shall not waive or relinquish any such rights by its execution of this Agreement and Acknowledgement, and shall retain any and all such rights.

If any one or more of the provisions of this Agreement and Acknowledgement, or the applicability of any such provisions to a specific situation shall be invalid or unenforceable, the validity and enforceability of all other applications of such provisions shall not be affected.

City of Lake Elmo and BP acknowledge and agree that upon City's acceptance of the public improvements within the pipeline easement area after completion of a two-year warranty period that Lennar and its subsidiaries, successors and assigns shall be released from the requirements of this agreement.

IN WITNESS WHEREOF, the parties hereto separately and severally have caused this Agreement and Acknowledgment be executed in their respective names by and through their duly authorized representatives, as of the day and year first above written.

**City of Lake Elmo**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

**Attest:**

\_\_\_\_\_

**U.S. Home Corporation, dba Lennar**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

Signature

Title

STATE OF MINNESOTA  
COUNTY OF WASHINGTON

) SS;

Given under my hand and seal of office this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.

## ACKNOWLEDGMENT

) SS: )

Before me, \_\_\_\_\_, a Notary Public in and for said County and State, on this day personally appeared \_\_\_\_\_, who is the \_\_\_\_\_, of **U.S. Home Corporation dba Lennar** and acknowledged to me that he/she executed said instrument for the purposes and consideration therein expressed, and as the act of said company.

Given under my hand and seal of office this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.

By: \_\_\_\_\_  
Notary Public

## ACKNOWLEDGMENT

STATE OF ILLINOIS )  
 ) SS:  
COUNTY OF DUPAGE )

Before me, \_\_\_\_\_, a Notary Public in and for said County and State, on this day personally appeared \_\_\_\_\_, who is the \_\_\_\_\_ of **BP Pipelines (North America) Inc.**, and acknowledged to me that he/she executed said instrument for the purposes and consideration therein expressed, and as the act of said company.

Given under my hand and seal of office this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.

By: \_\_\_\_\_  
Notary Public

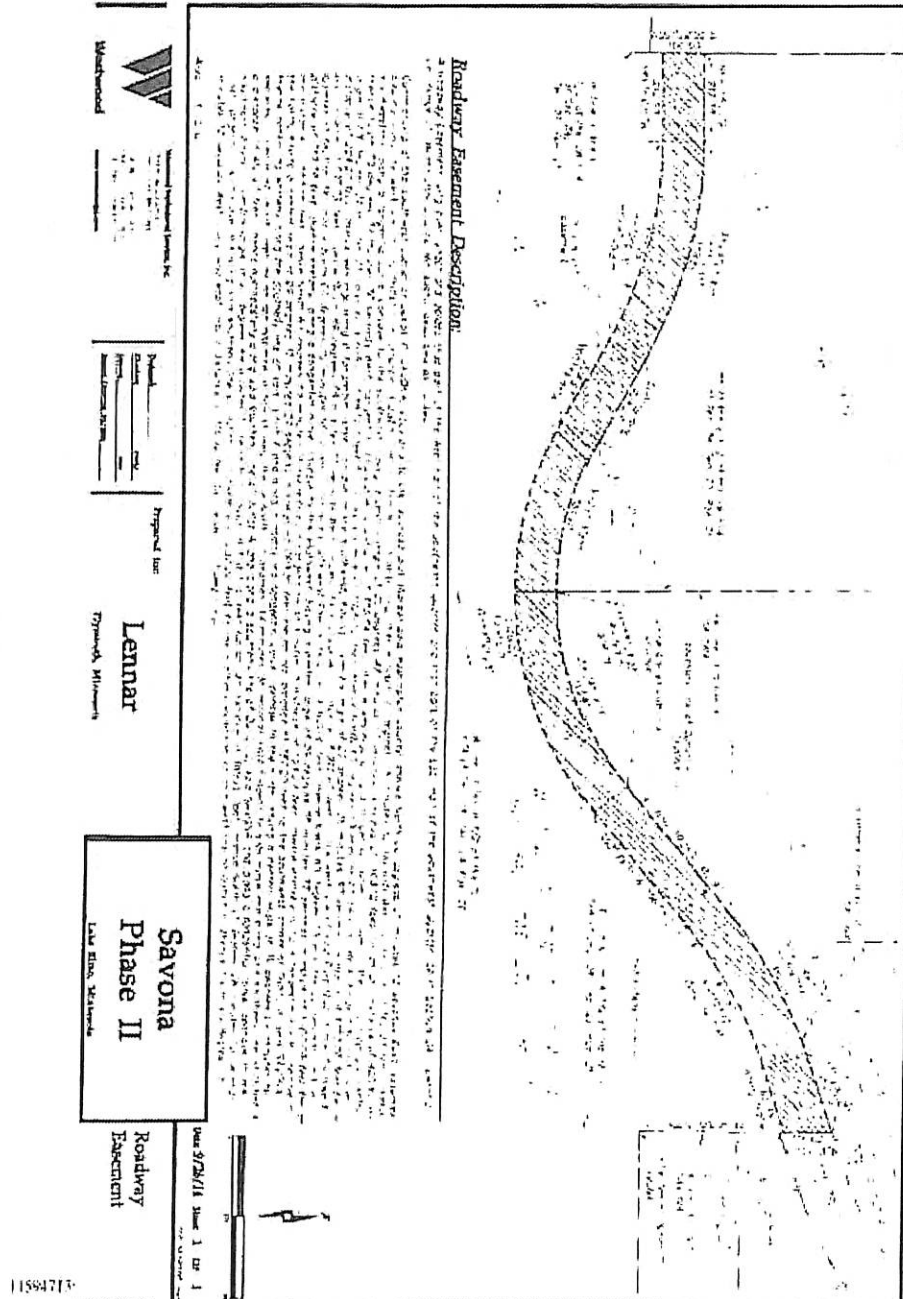
## EXHIBIT A

### EXHIBIT B LEGAL DESCRIPTION AND DEPICTION OF THE PERMANENT EASEMENT AREA

A Roadway Easement lying over, under and across that part of the West Half of the Southeast Quarter and that part of the East Half of the Southwest Quarter, all in Section 34, Township 29, Range 21, Washington County, Minnesota, described as follows:

Commencing at the southwest corner of Outlot F, SAVONA, according to the recorded plat thereof said Washington County; thence North 00 degrees 01 minutes 13 seconds East, assumed bearing along the west line of said Outlot F a distance of 351.65 feet to the point of beginning; thence South 71 degrees 28 minutes 52 seconds West, a distance of 165.33 feet; thence southwesterly, along a tangential curve, concave to the southeast, having a central angle of 20 degrees 49 minutes 17 seconds, a radius of 1103.12 feet for an arc distance of 400.87 feet; thence South 50 degrees 39 minutes 36 seconds West, tangent to said curve, a distance of 356.54 feet; thence westerly, along a tangential curve, concave to the north, having a central angle of 68 degrees 21 minutes 23 seconds, a radius of 860.00 feet for an arc distance of 1026.02 feet; thence North 60 degrees 59 minutes 01 seconds West, tangent to said curve, a distance of 224.27 feet; thence westerly, along a tangential curve, concave to the southwest, having a central angle of 29 degrees 05 minutes 37 seconds, a radius of 1000.00 feet for an arc distance of 507.78 feet; thence South 89 degrees 55 minutes 22 seconds West tangent to said curve, a distance of 212.60 feet to the west line of said East Half of the Southwest Quarter of Section 34; thence North 00 degrees 02 minutes 55 seconds East along said west line, a distance of 100.00 feet; thence North 89 degrees 55 minutes 22 seconds East, a distance of 212.38 feet; thence easterly, along a tangential curve, concave to the southwest, having a central angle of 29 degrees 05 minutes 37 seconds, a radius of 1,100.00 feet for an arc distance of 558.56 feet; thence South 60 degrees 59 minutes 01 seconds East tangent to said curve, a distance of 224.27 feet; thence easterly along a tangential curve, concave to the north, having a central angle of 29 degrees 11 minutes 27 seconds, a radius of 760.00 feet for an arc distance of 387.20 feet to the southwest corner of Outlot A, said SAVONA; thence continuing easterly along the southerly line of said Outlot A and along a compound tangential curve, concave to the north, having a central angle of 39 degrees 09 minutes 56 seconds, a radius of 760.00 feet for an arc distance of 519.51 feet; thence North 50 degrees 39 minutes 36 seconds East tangent to said curve and along said southerly line of Outlot A, a distance of 410.97 feet; thence northeasterly along said southerly line of Outlot A and along a southerly line of Outlot C, said SAVONA and along a tangential curve, concave to the southeast, having a central angle of 20 degrees 49 minutes 17 seconds, a radius of 1,060.00 feet for an arc distance of 385.20 feet; thence North 71 degrees 28 minutes 52 seconds East tangent to said curve and along said southerly line of Outlot C, a distance of 202.22 feet to the northerly extension of said west line of Outlot F; thence South 00 degrees 01 minutes 13 seconds West along said west line, a distance of 116.02 feet to the point of beginning.

# EXHIBIT B





## MEMORANDUM

# FOCUS ENGINEERING, inc.

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

Date: February 15, 2016

To: Stephen Wensman, Planning Director  
Cc: Ryan Stempksi, P.E.  
From: Jack Griffin, P.E., City Engineer

Re: Savona 4th Addition – Final Plat Review  
Engineering Review Comments

An engineering review has been completed for the Savona 4th Addition Final Plat consisting of the following documentation prepared by Westwood Professional Services, Inc:

- Savona 4th Addition Final Plat, Sheets 1-4, not dated.
- Construction Plans for Grading and Erosion and Sedimentation Control, dated 01.19.2016.
- Construction Plans for Sanitary Sewer, Water Main, Storm Sewer and Streets, dated 01.25.2016.
- Landscape Plans, dated 02.01.2016. *Review by others.*
- Specifications for Savona 4th Addition Improvements, dated 01.26.2016.
- Storm Sewer Design Tabulation, dated 01.21.2016.
- Summary of Proposed Changes to Pond 1 and Infiltration Basin 1, not dated.
- Potential Boulder Outcroppings and Swale Protection Concept Plan, dated 01.11.2016.
- South Washington Watershed District Permit Approval (with conditions), dated 01.22.2016.

**STATUS/FINDINGS:** An engineering review has been completed for the Savona 4<sup>th</sup> Addition Final Plat submittal on 02.01.2016. Engineering review comments have been provided in two separate memos; one for Final Plat approval, and one to assist with the completion of the final Construction Plans. Please see the following review comments relating to the Final Plat application.

### FINAL PLAT – SAVONA 4TH ADDITION EASEMENTS AND PERMISSIONS

Final Plat must be conditioned upon all of the following easements and permissions being fully executed and provided to the City, and recorded at Washington County, if applicable. No construction work for the Savona 4<sup>th</sup> Addition Improvements can begin until each agreement is fully completed.

- A temporary construction easement in the City's standard form must be provided to the City that allows for the construction and grading activities for all work off-site from the proposed Plat limits.
  - A temporary construction easement is required from the Rossow property. The submitted agreement dated December 31, 2012 has been reviewed by the City Attorney and does not appear to satisfy this requirement.
  - A temporary construction easement is required from the Bolder Ponds development to address work to match along the westerly property lines and to complete the 5<sup>th</sup> Street Improvements.
  - A temporary construction easement is required from the Alan Dale property to address all work to the south of the permanent 100 foot roadway and utility easement.
- BP Pipelines Agreement: The BP Agreement must be revised and executed in a form acceptable to the City Attorney including language that provides the City the right to perpetually own, operate and maintain the public improvements constructed within the easement area.

- Xcel Energy Transmission Encroachment Agreement: The Xcel Encroachment Letter dated February 1, 2016 must be revised in a form acceptable to the City Attorney. A final encroachment agreement is needed that accurately reflects all of the Savona 1<sup>st</sup> through 4<sup>th</sup> Improvements located within the easement area and accurately references the approved Plan dates.
- Final Plat should be contingent upon the City receiving the signed Ebertz easement documents necessary to complete the Savona 3<sup>rd</sup> Addition Improvements without a retaining wall, or revised plans to complete this area should be reviewed for Planning Commission and Council approval.
- Outlots A (trail), B (storm water), C (storm water), D (trail) and E (wetland & buffer) must be dedicated to the City as part of the Final Plat. Outlot ownership must be shown on the Final Grading and Construction plans.
- Additional easement is required at Lot 8, Block 4 to maintain 15 feet from STMH-351A.

#### FINAL CONSTRUCTION PLANS & SPECIFICATIONS

- No construction may occur until the applicant has received City Engineer approval for the Final Construction Plans for Grading, Drainage and Erosion Control and Final Construction Plans for Street and Utilities; the applicant has obtained and submitted to the City all applicable permits, easements and permissions needed for the project; and a preconstruction meeting has been held by the City's engineering department.
- The Final Plat shall not be recorded until final construction plan approval is granted.
- Final Construction Plans and Specifications must be prepared in accordance with the City Engineering Design Standards Manual using City details and specifications and meeting City Engineering Design Guidelines.
- A separate memorandum will be provided to direct plan corrections necessary for final construction plan approval.

**SAVONA 4TH ADDITION**

KNOW ALL PERSONS BY THESE PRESENTS: That U.S. Home Corporation, a Delaware corporation, (see owner of the following described property situated in the County of Washington, State of Minnesota, to wit:

That part of the East Half of the Southwest Quarter of Section 34, Township 29, Range 21, Washington County, Minnesota, described as follows:

[illegible]

EXCEPT

*That part of the East Half of the Southwest Quarter of Section 34, Township 29, Range 21, Washington County, Minnesota described as follows:*

Commencing at the southwest corner of said East Hall at the point of beginning, the second West, assumed bearing, angle and distance of 750.90 feet to the point of beginning at the northeast corner of said East Hall, thence South 00 degrees 02 minutes 35 seconds West, assumed bearing, angle and distance of 443.97 feet, thence South 89 degrees 55 minutes 22 seconds East, assumed bearing, angle and distance of 1245.07 feet to the west line of said East Hall, thence North 00 degrees 02 minutes 55 seconds East, along said east line a distance of 430.85 feet to the point of beginning.

## AND

That part of the East Half of the Southwest Quarter of Section 34, Township 29, Range 21, Washington County, Minnesota, lying south of the south line of the dedicated part of HIGHWAY 2ND ADDITION and lying north of a line described as follows:

Commencing at the West Quarter corner of said Section 34; thence South 70 degrees 00 minutes 40 seconds East, along the west line of said Section 34, a distance of 472.55 feet to the point of beginning of the line to be described; thence North 83 degrees 57 minutes 12 seconds East, a distance of 2631.82 feet to the east line of said First Half of the Southwest Quarter and said line

MODJESHI ENLDSXZ

Commencing at the Southwest corner of Lot 4, Block 1, see STANDARD AND ADJUSTED, according to the recorded plat thereon; thence North 89° 07' 35" East 35 feet to the intersection of the line bearing along the first line of said Washington County Manifesto Water Course; thence South 65° 00' 00" West 35 seconds East, a distance of 138.05 feet, to the intersection of the line bearing along the second line of said Washington County Manifesto Water Course; thence North 00° 00' 00" West 55 seconds East, a distance of 182.00 feet, to the intersection of the line bearing along the third line of said Washington County Manifesto Water Course; thence South 89° 07' 35" West 35 seconds East, a distance of 138.05 feet to the point of beginning.

## UNIT

Outlot A and Outlot D, SAYONA 2ND ADDITION, according to the recorded plat thereof, Washington County, Minnesota.

has caused the same to be surveyed and plotted as **SAYONA 4TH ADDITION** and does hereby donate and dedicate the public ways, as shown on this plot and also dedicate the easements as created by this plat for drainage and utility purposes only

In witness whereof said U.S. Home Corporation, a Delaware corporation, has caused these presents to be signed by its proper officers this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

U.S. HOME CORPORATION

By Jonathan Aune, Division Vice President

## STATE OF MINNESOTA

The foregoing instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by Jonathan Aune, Division Vice President of U.S. Home Corporation, a Delaware corporation, on behalf of the corporation

(Signature) \_\_\_\_\_ Voluntary Public \_\_\_\_\_ County, Minnesota \_\_\_\_\_  
My Commission Expires \_\_\_\_\_

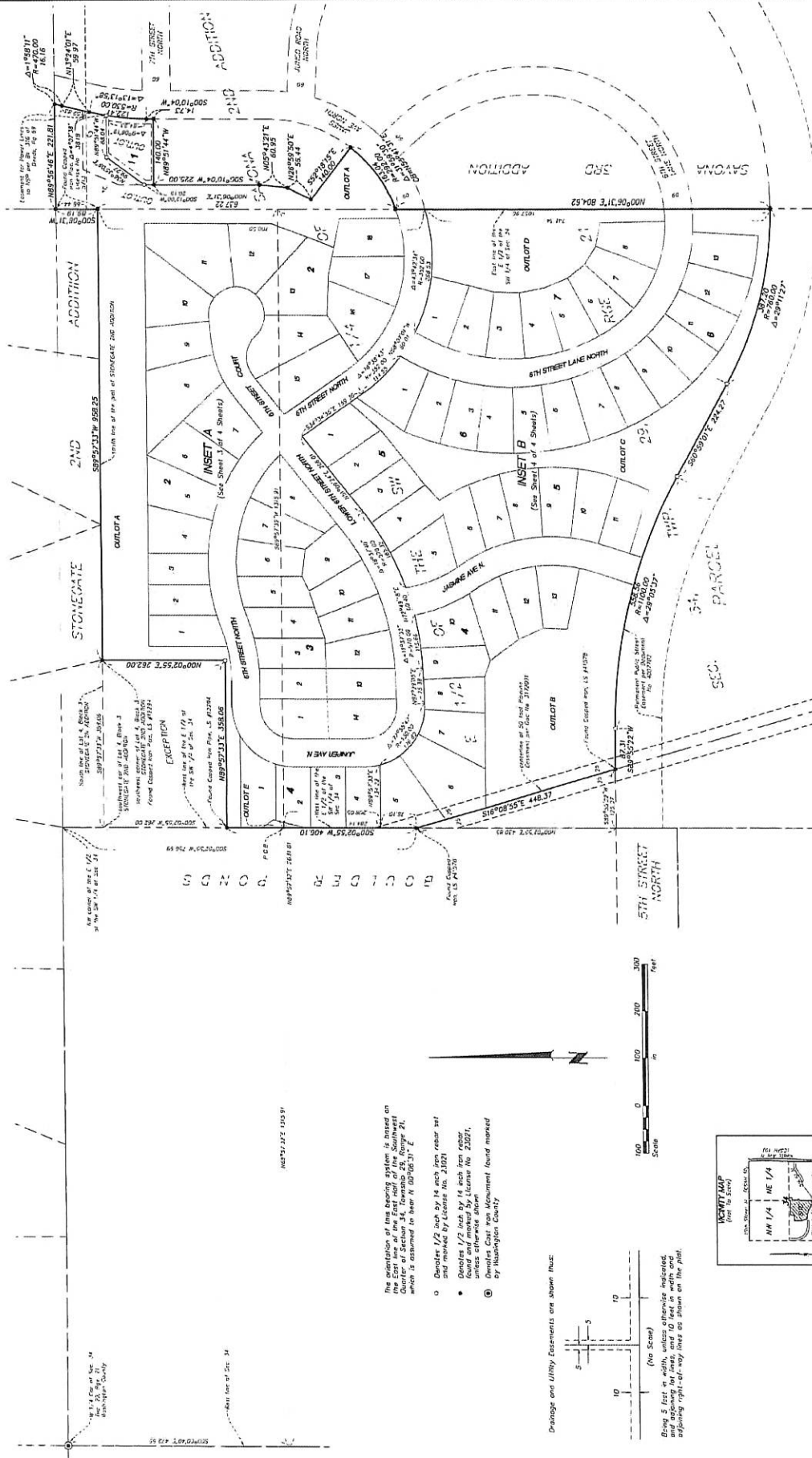
James B. Smith

herby certify that this instrument was recorded in the office of the County Recorder for record on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ at \_\_\_\_\_ o'clock \_\_\_\_\_ M., and was duly recorded in Washington County Records.

By \_\_\_\_\_  
Washington County Recorder

**Westwood**  
Professional Services, Inc.

# SAVONA 4TH ADDITION



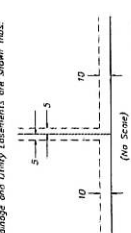
The orientation of this bearing system is based on the orientation of the bearing system indicated on the plat of the Savona 4th Addition, which is assumed to bear N 00°06'31" E.

○ Delineate 1/2 inch by 14 inch iron rebar set and marked by license No. 31821.

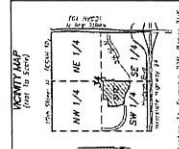
● Delineate 1/2 inch by 14 inch iron rebar set and marked by license No. 31821, unless otherwise shown.

⊙ Delineate Cast Iron Monument found marked by Washington County.

Drainage and Utility Easements are shown thus:



Right of Way is shown by a line with arrows indicating the right of way line and 10 feet in width and adjoining right-of-way lines as shown on the plat.

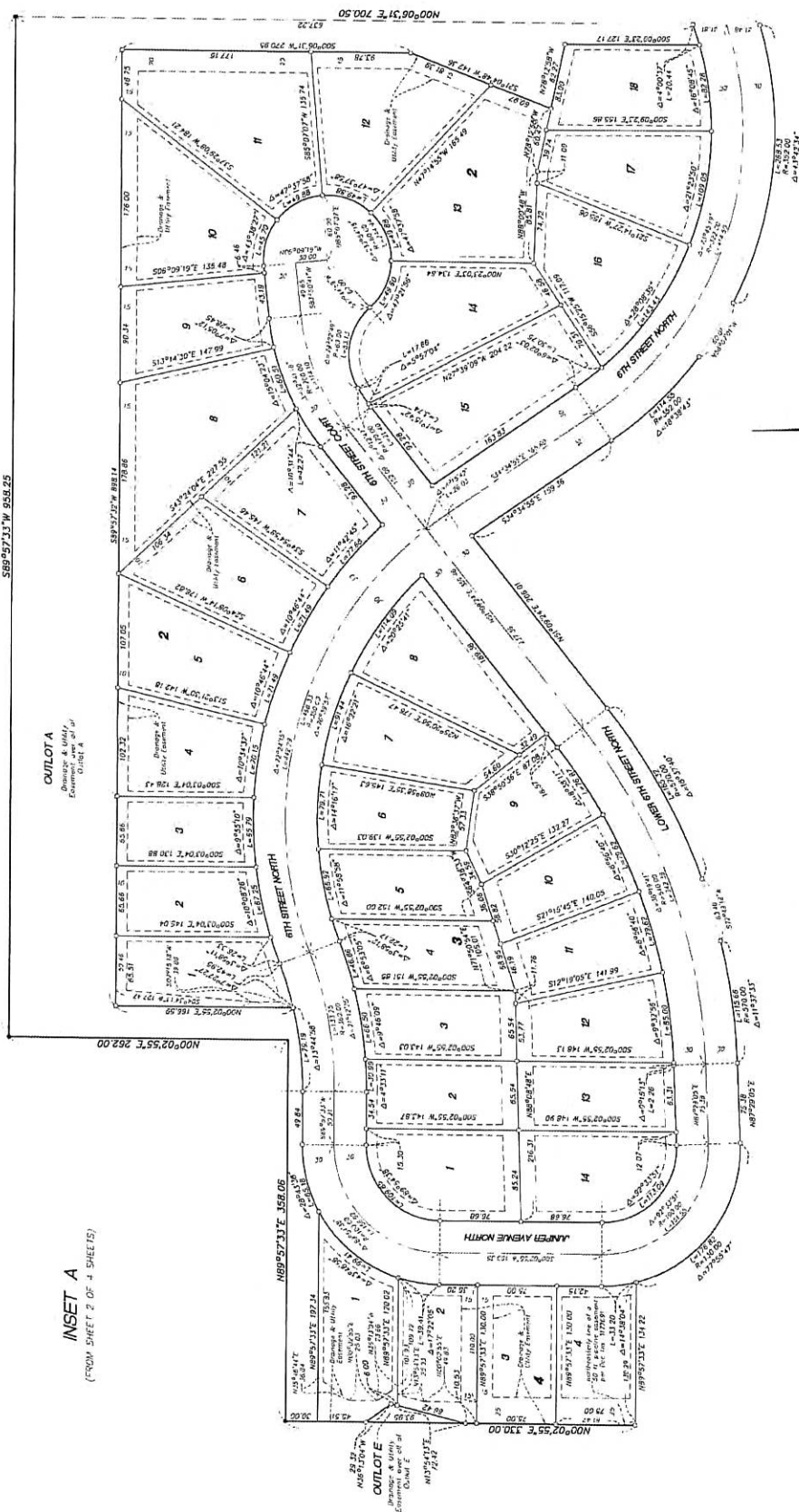


Survey No. 14, Savona 4th Addition, Page 2 of 8

S89°57'33"W 958.25

INSET A  
(FROM SHEET 2 OF 4 SHEETS)

**OUTLOT A**  
Drainage & Utility  
Segment over all  
Outlot A

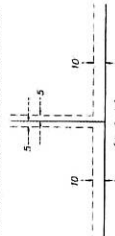


The orientation of this bearing system is based on the East line of the East Half of the Southwest Quarter of Section 34, Township 23, Range 21.

○ Denotes 1/2 inch by 14 inch iron rebar set and marked by Licensee No. 23021

● Denotes 1/2 inch by 14 inch iron rebar found and marked by Licensee No. 23021, unless otherwise shown

Drainage and Utility Easements are shown thus:



Being 5 feet in width, unless otherwise indicated, and adjoining lot lines, and 10 feet in width and adjoining right-of-way lines as shown on the plat

(No Scale)

A graphic scale bar for the map. It consists of two horizontal segments. The top segment is labeled 'feet' and has markings at 0, 50, 100, and 150. The bottom segment is labeled 'in' and has markings at 0 and 50. The word 'Scale' is written vertically to the left of the bar.





## **SAVONA 4<sup>th</sup> ADDITION – DESIGN REVIEW REPORT** **LAKE ELMO, MN**

**LANDSCAPE ARCHITECTURAL DESIGN REVIEW DATED FEBRUARY 10<sup>TH</sup>, 2016**

REVIEWED PLAN SETS DATED 2016 0112 & 2016 02 01

### ***Required Action Items by Savona Project Team***

1. Provide landscape irrigation plans for our review for all commonly held HOA & City Outlots / R.O.W. areas.
2. Provide a three year maintenance plan for all landscape materials/areas within all commonly held HOA & City Outlot / R.O.W areas.
3. Dry Creek Bed Swale Erosion Protection & Boulder Outcroppings at Ponds Concepts are Approved Pending City Engineering and Public Works Reviews.

**SINCERELY,**

**LANDSCAPE ARCHITECTURE, INC.**

STEPHEN MASTEY, ASLA, CLARB, LEED AP BD+C  
**DIRECTOR OF DESIGN**

GRADE	UNIT	COMPOUND/ANALYST NAME	SIZE	SEPARATION
1	10	Acetic acid / Acetic acid	1.5" BP	AS 50MM
2	10	Acetic acid / Acetic acid	1.5" BP	AS 50MM
3	10	Acetic acid / Acetic acid	1.5" BP	AS 50MM
4	10	Acetic acid / Acetic acid	1.5" BP	AS 50MM
5	10	Acetic acid / Acetic acid	1.5" BP	AS 50MM
6	10	Acetic acid / Acetic acid	1.5" BP	AS 50MM
7	10	Acetic acid / Acetic acid	1.5" BP	AS 50MM
8	10	Acetic acid / Acetic acid	1.5" BP	AS 50MM
9	10	Acetic acid / Acetic acid	1.5" BP	AS 50MM
10	10	Acetic acid / Acetic acid	1.5" BP	AS 50MM
11	10	Acetic acid / Acetic acid	1.5" BP	AS 50MM
12	10	Acetic acid / Acetic acid	1.5" BP	AS 50MM
13	10	Acetic acid / Acetic acid	1.5" BP	AS 50MM
14	10	Acetic acid / Acetic acid	1.5" BP	AS 50MM
15	10	Acetic acid / Acetic acid	1.5" BP	AS 50MM
16	10	Acetic acid / Acetic acid	1.5" BP	AS 50MM
17	10	Acetic acid / Acetic acid	1.5" BP	AS 50MM
18	10	Acetic acid / Acetic acid	1.5" BP	AS 50MM
19	10	Acetic acid / Acetic acid	1.5" BP	AS 50MM
20	10	Acetic acid / Acetic acid	1.5" BP	AS 50MM
21	10	Acetic acid / Acetic acid	1.5" BP	AS 50MM
22	10	Acetic acid / Acetic acid	1.5" BP	AS 50MM
23	10	Acetic acid / Acetic acid	1.5" BP	AS 50MM
24	10	Acetic acid / Acetic acid	1.5" BP	AS 50MM
25	10	Acetic acid / Acetic acid	1.5" BP	AS 50MM
26	10	Acetic acid / Acetic acid	1.5" BP	AS 50MM
27	10	Acetic acid / Acetic acid	1.5" BP	AS 50MM
28	10	Acetic acid / Acetic acid	1.5" BP	AS 50MM
29	10	Acetic acid / Acetic acid	1.5" BP	AS 50MM
30	10	Acetic acid / Acetic acid	1.5" BP	AS 50MM
31	10	Acetic acid / Acetic acid	1.5" BP	AS 50MM
32	10	Acetic acid / Acetic acid	1.5" BP	AS 50MM
33	10	Acetic acid / Acetic acid	1.5" BP	AS 50MM
34	10	Acetic acid / Acetic acid	1.5" BP	AS 50MM
35	10	Acetic acid / Acetic acid	1.5" BP	AS 50MM
36	10	Acetic acid / Acetic acid	1.5" BP	AS 50MM
37	10	Acetic acid / Acetic acid	1.5" BP	AS 50MM
38	10	Acetic acid / Acetic acid	1.5" BP	AS 50MM
39	10	Acetic acid / Acetic acid	1.5" BP	AS 50MM
40	10	Acetic acid / Acetic acid	1.5" BP	AS 50MM
41	10	Acetic acid / Acetic acid	1.5" BP	AS 50MM
42	10	Acetic acid / Acetic acid	1.5" BP	AS 50MM
43	10	Acetic acid / Acetic acid	1.5" BP	AS 50MM
44	10	Acetic acid / Acetic acid	1.5" BP	AS 50MM
45	10	Acetic acid / Acetic acid	1.5" BP	AS 50MM
46	10	Acetic acid / Acetic acid	1.5" BP	AS 50MM
47	10	Acetic acid / Acetic acid	1.5" BP	AS 50MM
48	10	Acetic acid / Acetic acid	1.5" BP	AS 50MM
49	10	Acetic acid / Acetic acid	1.5" BP	AS 50MM
50	10	Acetic acid / Acetic acid	1.5" BP	AS 50MM

GENERAL PRODUCT LANDSCAPE REQUIREMENTS: 100 TREES PER ACRE (2.5 ACRE MINIMUM) 100 TREES PER ACRE (2.5 ACRE MINIMUM)	= 700 CAL IN. REQUIRED
GENERAL STREET TREE REQUIREMENTS: ONE TREE PER 50' LOCAL STREET FRONTAGE (2,244 LF) 150 TREES PER 1/2" CALIBER STREET (150 TREES PER 1/2" CALIBER STREET) ONE TREE PER 40' 5TH STREET FRONTAGE (6,171 LF) 150 TREES PER 1/2" CALIBER STREET (150 TREES PER 1/2" CALIBER STREET)	= 657 CAL IN. REQUIRED = 305 CAL IN. REQUIRED = 1,973 CAL IN. REQUIRED
GENERAL TOTAL TREE REQUIREMENTS: 100 TREES PER ACRE (2.5 ACRE MINIMUM) 100 TREES PER ACRE (2.5 ACRE MINIMUM) 100 TREES PER ACRE (2.5 ACRE MINIMUM) ONE TREE PER 50' LOCAL STREET FRONTAGE (2,244 LF) 150 TREES PER 1/2" CALIBER STREET (150 TREES PER 1/2" CALIBER STREET) ONE TREE PER 40' 5TH STREET FRONTAGE (6,171 LF) 150 TREES PER 1/2" CALIBER STREET (150 TREES PER 1/2" CALIBER STREET)	= 297 CAL IN. REQUIRED = 234 CAL IN. REQUIRED = 264 CAL IN. REQUIRED = 705 CAL IN. REQUIRED = 911.5 CAL IN. PRODUCED

NOTES:  
STREET TREE LOCATIONS AND SPACING ARE SUBJECT TO CHANGE  
BASED ON CONSTRUCTED DRIVEWAY AND UTILITY LOCATIONS.  
ALL DISTURBED AREAS TO BE SOODED, UNLESS OTHERWISE NOTED.

STANDARD PLAN NOTES

## LANDSCAPE PLANS

0

100

— 100 —

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•

# Savona

...

## Addit

.....

## References

**KE LORO, MIBRAC**

Date: 11-04-15 Sheet: 1 of 5

Latest Revision Date: 02-01-16

0°	60°	120°	180°
----	-----	------	------

Final Landscape Plan

#### 4th Addition

Lennar Corporation

Prepared for	
Designed	CLM
Checked	CLM
Drawing	NTM

Figure 1

Verify that this plan was prepared by me or under my supervision and that I am a duly licensed professional within the State of Missouri.

**pd**  
Ingram Drive  
1000 5th Ave.

**Westwood**  
Phone (852) 937-9150

**Life Span, Minnesota**

**Refers to:** *immunity*

1

02-01-16 \_\_\_\_\_ 11/6/82 \_\_\_\_\_

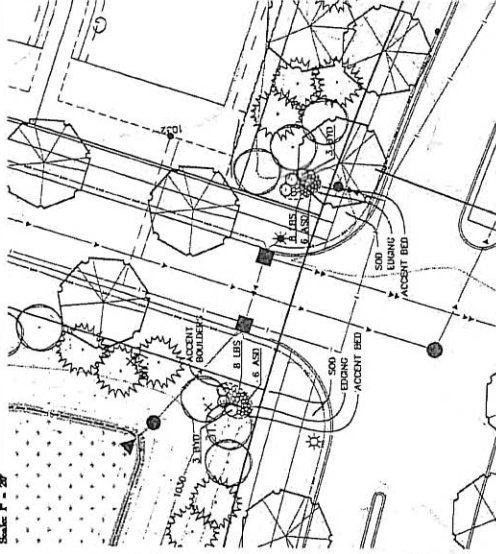
Environmental Professional Services, Inc.



- DENOTES DRY FRAMER NATIVE MIX (35-821)
- DENOTES DRY STERNWATER NATIVE MIX (33-282)
- DENOTES MET STERNWATER NATIVE MIX (33-281)

Jasmine Ave. N. Accent Beds Detail

Scale: 1" = 20'



Sub Monument Plant Schedule (typ. of 2)

CODE	QTY.	COMMON/BOTANICAL NAME	SIZE	SPACING O.C.
100	12	Arctostaphylos Uva-ursi / Honeysuckle	11' Cont.	12' O.C.
101	6	Burk's Yew	11' Cont.	12' O.C.
102	10	Black Currant	11' Cont.	12' O.C.
103	10	Black Currant	11' Cont.	12' O.C.

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

REVISIONS	DATE	DESCRIPTION
1	11-04-15	Final Landscape Plan

Latest Revision: 11-04-15

Sheet: 2 of 5

**Savona**  
**4th Addition**  
Lake Elmo, Minnesota

**Lennar Corporation**  
3005 30th Avenue North, Suite 600  
Plymouth, Minnesota 55446

Prepared for:  
Designed by:  
Checked by:  
Drawn by:  
Reviewed by:  
Scale: 1" = 20'

**Westwood**  
Professional Services, Inc.  
10000 10th Avenue North  
Plymouth, Minnesota 55446  
Phone: (763) 881-1111  
Fax: (763) 881-1112  
www.westwoodps.com

FEBRUARY 2015 STANDARD PLAN NOTES LANDSCAPE PLANS	CITY OF LAKE ELMO 1000 E. 34th ST. LOUIS, MO 63104 (314) 433-1500
---	--

Latest Revision Date: 02-01-16

Date 11-4-15 Sheet 3 of 5

I hereby certify that this plan was prepared by me or under my direct supervision and that I am a duly Licensed Professional ARCHITECT under the laws of the State of Minnesota.

*[Signature]*

Conf. # \_\_\_\_\_ Date: 02-01-16

Examination  
02-01-16 Architectural practice  
02-01-16 Architect practicing

Date: 02-01-16 License #: 259771

Order	Prepared for:

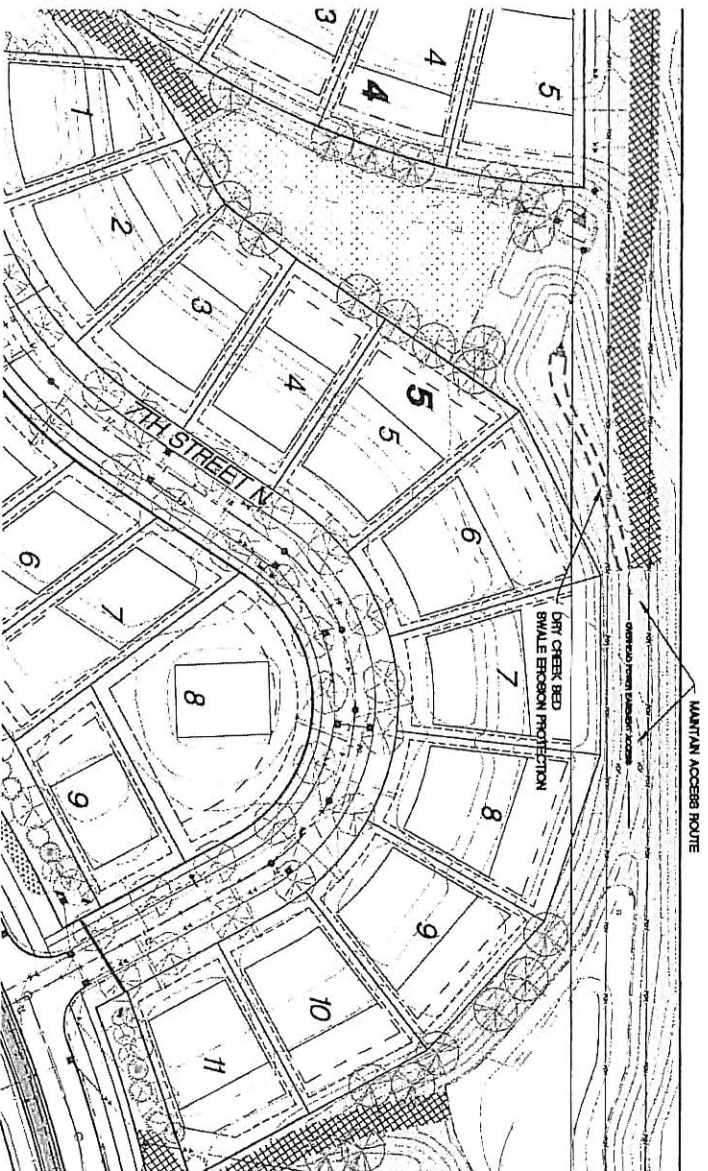
**Lennar Corporation**  
16305 36th Avenue North, Suite 600  
Plymouth, Minnesota 55446

**Savona  
4th Addition**



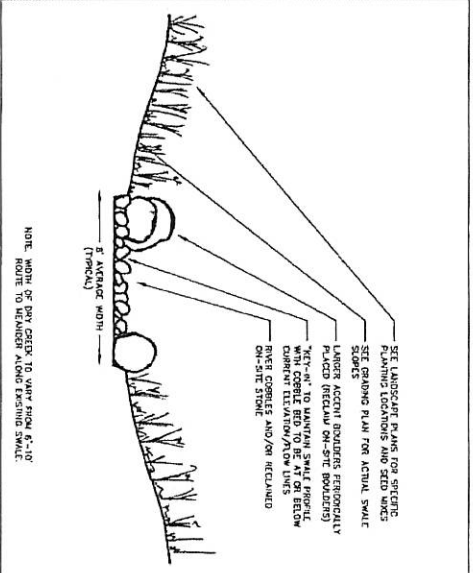




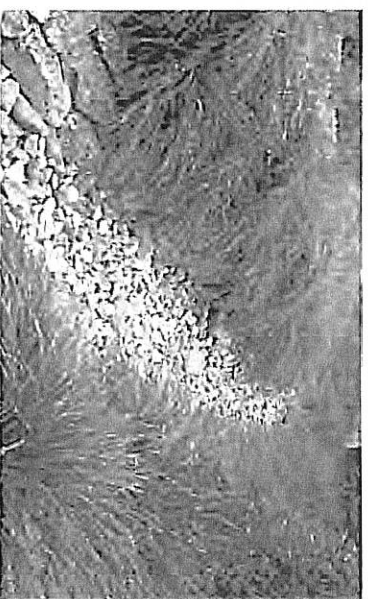


Typical Dry Creek Bed Cross Section

NOT TO SCALE



Typical Dry Creek Bed Effect



**Westwood**

Professional Services, Inc.  
 10000 University Ave.  
 Suite 100  
 Dallas, Texas 75243  
 Phone: 214.343.1100  
 Fax: 214.343.1101  
 Email: info@westwoodps.com  
 Website: www.westwoodps.com

Project Name: 1st Street N  
 Project No: 26771  
 Date: 1/12/16

Client: Lennar Corporation  
 Project Manager: [Name]  
 Designer: [Name]  
 Checker: [Name]  
 Date: 1/12/16

Project: 1st Street N  
 Project No: 26771  
 Date: 1/12/16

**Lennar Corporation**

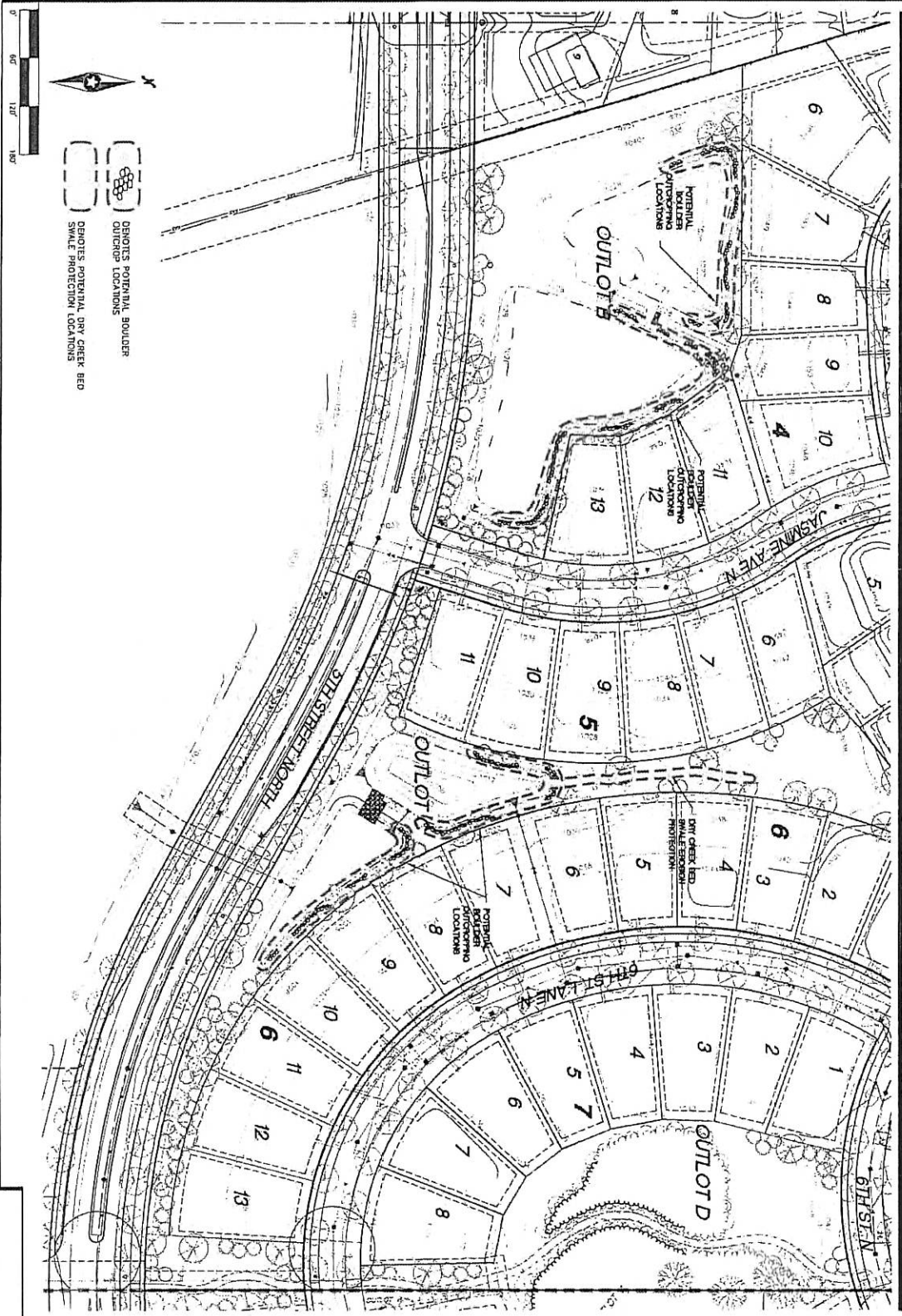
10000 University Ave.  
 Suite 100  
 Dallas, Texas 75243  
 Phone: 214.343.1100  
 Fax: 214.343.1101  
 Email: info@lennar.com  
 Website: www.lennar.com

**Savona**

10000 University Ave.  
 Suite 100  
 Dallas, Texas 75243  
 Phone: 214.343.1100  
 Fax: 214.343.1101  
 Email: info@savona.com  
 Website: www.savona.com

Potential Swale  
 Protection Concept

Potential Boulder  
Outcroppings / Swale  
Protection Concent



**Westwood**  
 10000 Westwood Blvd  
 Suite 100  
 Westwood, Minnesota 55125  
 Phone: (763) 439-1100  
 Fax: (763) 439-1101  
 Email: info@westwood.com

**Project:** Savona  
**Location:** 10000 Westwood Blvd, Suite 100, Westwood, Minnesota 55125  
**Scale:** 1/2" = 30' (Horizontal), 1/4" = 10' (Vertical)  
**Date:** 1/12/16  
**Drawn by:** JML  
**Checked by:** JML  
**Approved by:** JML

**Prepared for:**  
 Lennar Corporation  
 10000 Westwood Blvd, Suite 100  
 Westwood, Minnesota 55125

**Savona**  
 10000 Westwood Blvd, Suite 100  
 Westwood, Minnesota 55125

**Potential Boulder Outcropping / Swale Protection Concept**

**Station #1**

510 Laverne Ave. No.  
Lake Elmo, MN 55042  
651-770-5006



**LAKE ELMO FIRE DEPARTMENT**

**Station #2**

4259 Jamaca Ave. No.  
Lake Elmo, MN. 55042  
651-779-8882

December 22, 2015

Per my review of the drawings for Savonna 4<sup>th</sup> Addition, following is a list of items to be addressed moving forward:

- Make adjustment to hydrant locations per markups on drawings.
- Confirm that street naming sequence follows guidelines. Difficult to see on drawings of only this addition. Roads may be existing or new (unknown), but my concern relates to "JU" street being west of "JA" street, as well as others. I understand some of these roads "meander" and may be predetermined, but this needs to be verified.

Sincerely,

Greg Malmquist, Fire Chief

*"Proudly Serving Neighbors & Friends"*



Cul-de-sac and if the City Engineer had comments about that. Wensman stated that they are not in favor as they are harder to maintain and snow plow. Lundquist asked about a round about to slow traffic. Erickson stated that roundabouts are typically used at a 4 way intersection, but they could look into that.

Larson stated that there a number of options to use to slow traffic like treads and bump outs.

Williams is suggesting an additional condition to read "to reach and file an agreement with the City the required agreement with the Hecker family for a driveway from the new road and the buffer encroachments".

Williams is also concerned about the configuration of the open space. There are a lot of long thin outlots that he does not feel meets the spirit of the ordinance. Haggard had the same concern and adding the ghost lots, will take some of the open feeling away. Kreimer is ok with it as shown as these are larger lots which makes it harder to accommodate the open space.

There is concern about the driveway for lot 40 from an access management standpoint. The Heckers are being required to remove their driveway and this lot might be creating the same sort of situation.

M/S/P: Williams/Haggard recommend approval of the Legends concept plan dated 1/25/16, based on the findings of fact as earlier discussed, and with the conditions as listed in the staff report, with the additional one regarding the agreement with the Heckers, **Vote 6-1, motion carried.** Dunn voted no as she would like to see the street connection as a cul-de-sac.

M/S/P: Williams/Lundquist, move to amend the motion to include the trail shown in the northwest corner on the concept plan dated 2/22/16 as part of the concept plan, **Vote 7-0, motion carried unanimously.**

#### **Business item - Final Plat –Savona 4th**

Wensman started his presentation regarding Savona 4<sup>th</sup> which is the final phase of the Lennar development. This phase is for 78 single family lots over 20.4 acres. This phase will complete 5<sup>th</sup> street from Keats to Boulder Ponds. This phase is LDR. The issues to discuss are setbacks, lot fit, landscaping and agreements. The setback issue is that LDR setback is principal building 10 feet and garage 5 feet. If there is living space behind the garage, what do you do? Preliminary Plat report talks about averaging. How should we move forward? Lot fit is that they lost some lots due to ponding and other issues and they are adding back 2 lots in this phase. They seem to still meet the requirements and staff feels it is acceptable. They would like to use the boulders from their development

for landscaping. The City engineer wants to review to ensure there is no problem getting to storm ponds. There are a number of agreements that need to be resolved.

Paul Tabone, Lennar, explained the phasing of the trail. He spoke about the lot fit and the setback issue. Lennar would like to continue with the setbacks that they used in 1<sup>st</sup>, 2<sup>nd</sup> and 3<sup>rd</sup> addition in 4<sup>th</sup> addition. He touched on adding 2 lots which conforms to the Preliminary Plat. They are working on finalizing the landscape plan. Tabone stated that they are meeting with staff next week to discuss the agreements. He explained some of the issues they are trying to work through.

Kreimer is concerned about the street names. They are not in a good sequence. It was in the Fire Chiefs comments. He would like the street names to be reviewed.

Williams would like 2 minor changes to the draft findings. On the 4<sup>th</sup> bullet point, he would like to add after requested by the City Landscape Architect the words "letter dated 2/10/16." On the last bullet after requested by the City Engineer the words "letter dated 2/15/16."

M/S/P: Williams/Larson, move to recommend approval of the Final Plat for Savona 4<sup>th</sup> addition with draft findings and conditions of approval included in staff report and as amended, **Vote 6-0, motion carried unanimously.** (Haggard left meeting early).

M/S/F: Williams/Larson, move that the Planning Commission endorse using aerially spaced boulders in erosion control structures pursuant to the landscape architect approval, **Vote 1-5, motion fails.**

M/S/P: Kreimer/Dunn, move that the Planning Commission endorse using boulders in erosion control structures pursuant to the landscape architect approval, **Vote 6-0, motion carried unanimously.**

M/S/P: Williams/Kreimer, move that the Planning Commission endorse the 7.5 foot average setback for Savona 4<sup>th</sup> addition and that in no case should living space be closer than 7.5 feet and also that the code be changed to increase the lot width and change the setbacks for future developments, **Vote 6-0, motion carried unanimously.**

#### **Council Updates – February 16, 2016 Meeting**

1. Commercial Wedding Ceremony Ordinance – Passed.
2. Commercial Wedding IUP – Passed.
3. ZTA Senior Living – Passed.
4. Arbor Glen – Rezoning & Conditional Use Permit – Passed.
5. Appointment of Kristina Lundquist as 2<sup>nd</sup> Alternate.

#### **Staff Updates**

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

**RESOLUTION NO. 2016-16**

*A RESOLUTION APPROVING A FINAL PLAT FOR SAVONA 4TH ADDITION*

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

**WHEREAS**, U.S. Home Corporation (d/b/a Lennar), 16305 36<sup>th</sup> Avenue North, Suite 600, Plymouth, MN (Applicant) has submitted an application to the City of Lake Elmo (City) for a Final Plat for Savona 4th Addition, a copy of which is on file in the City of Lake Elmo Community Development Department; and

**WHEREAS**, the Lake Elmo Planning Commission held a public hearing on July 22, 2013 to consider the Savona Preliminary Plat and continued discussion on the Preliminary Plat until its July 29, 2013 meeting; and

**WHEREAS**, the Lake Elmo Planning Commission has submitted its report and recommendation concerning the Preliminary Plat as part of a memorandum to the City Council for the August 6, 2013 City Council Meeting; and

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

**WHEREAS**, the City Council reviewed the Preliminary Plat request at its August 6, 2013 meeting and adopted Resolution No. 2013-064 approving the Preliminary Plat; and

**WHEREAS**, the Lake Elmo Planning Commission met on February 22, 2016 to review the Final Plat for Savona 4<sup>th</sup> Addition consisting of 78 single-family detached residential lots; and

**WHEREAS**, on February 22, 2016 the Lake Elmo Planning Commission adopted a motion to recommend that the City Council approve the Final Plat for Savona 4<sup>th</sup> Addition with conditions; and

**WHEREAS**, the City Council reviewed the recommendation of the Planning Commission and the Final Plat for Savona 4th Addition at a meeting held on March 15, 2016; and

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

## **FINDINGS**

- 1) That the procedure for obtaining approval of said Final Plat is found in the Lake Elmo City Code, Section 153.08.
- 2) That all the requirements of said City Code Section 153.07 related to the Final Plat have been met by the Applicant.
- 3) That the proposed Final Plat for Savona 4th Addition consists of the creation of 78 single-family detached residential lots.
- 4) That the Final Plat is consistent with the Preliminary Plat and Plans as approved by the City of Lake Elmo on August 8, 2013 and revised on November 25, 2013.
- 5) That the Final Plat is consistent with the Lake Elmo Comprehensive Plan and the Future Land Use Map for this area.
- 6) That the Final Plat complies with the City's Urban Low Density Residential zoning district.
- 7) That the Final Plat complies with all other applicable zoning requirements, including the City's landscaping, storm water, sediment and erosion control and other ordinances, except as noted in this report or attachments thereof.
- 8) That the Final Plat complies with the City's subdivision ordinance.
- 9) That the Final Plat is consistent with the City's engineering standards with the plan revisions as requested by the City Engineer.

## **CONCLUSIONS AND DECISION**

**NOW, THEREFORE, BE IT RESOLVED THAT** the City Council does hereby approve the Final Plat for Savona 4th Addition subject to the following conditions:

- 1) That Final grading, drainage, and erosion control plans, utility plans, sanitary and storm water management plans, street and utility construction plans and agreements shall be reviewed and approved by the City Engineer complying with the Engineer's memorandum dated February 15, 2016 prior to release of the final plat by City Officials.
- 2) That the developer comply with the 3 items identified in the Landscape Architect's review memo dated February 10, 2016 prior to release of the final plat by City Officials.
- 3) That the Developer comply with the Fire Chief's review memo dated December 22, 2015 prior to release of the final plat by City Officials
- 4) That the Developer shall enter into a Developer's Agreement acceptable to the City Attorney and approved by the City Council that delineates who is responsible for the design,

construction, and payment of the required improvements with financial guarantees therefore prior to release of the final plat by City Officials

- 5) A Common Interest Agreement concerning management of the common areas of Savona 4th Addition and establishing a homeowner's association shall be submitted in final form to the City prior to the issuance of any building permit within this subdivision.
- 6) That a 3-year maintenance plan for commonly held HOA and City outlots and rights-of-ways to be incorporated into the HOA covenants and Landscape and Irrigation License Agreement, prior to release of the final plat by City Officials
- 7) That a Landscape and Irrigation License Agreement be executed for the maintenance of commonly held HOA and City outlots and rights-of-ways prior release of the final plat by City Officials.
- 8) The applicant shall provide evidence that all conditions attached the Valley Branch Watershed District permit for the final plat and associated grading work have been met prior to the commencement of any grading activity.

Passed and duly adopted this 15th day of March, 2016 by the City Council of the City of Lake Elmo, Minnesota.

---

Mike Pearson, Mayor

ATTEST:

---

Julie Johnson, City Clerk





## **MAYOR & COUNCIL COMMUNICATION**

**DATE:** 3/15/16  
**REGULAR**  
**ITEM:** 11

**AGENDA ITEM:** Downtown and Village Parkway Lighting Design

**SUBMITTED BY:** Stephen Wensman, Planning Director

**THROUGH:** Clark Schroeder, Interim City Administrator

**REVIEWED BY:** Chad Isakson, Assistant City Engineer

### **SUGGESTED ORDER OF BUSINESS:**

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

**POLICY RECCOMENDER:** City Staff and Design Team

**FISCAL IMPACT:**

### **SUMMARY AND ACTION REQUESTED:**

Washington County, City of Lake Elmo and SEH (Design Consultant) are working to finalize the design for the Phase 1 and Phase 2 Downtown streetscape and landscape improvements. The proposed improvements and associated costs have been previously presented and incorporated into the City CIP and at the September 2015 council meeting the City Council directed the design team to make some changes, including removing from the project the burying of overhead utilities and other changes. The design team has refined the design (lighting type and spacing) to reduce the lighting fixtures and intensity and is requesting the City Council approve the revised lighting design. The decision is important in order to stage other construction improvements including power utilities and paving and to provide enough lead time to work with Xcel Energy to finalize the lighting design and installation.

Similarly, The Village Parkway is taking shape in Easton Village and a decision is needed by the City as to what lighting will be installed along the parkway. For consistency, Staff would recommend using a lighting design that is complimentary to the Downtown project.

Details of the proposed lighting will be provided at the City Council meeting.

**RECOMMENDATION:**

To approve the lighting improvements for the Downtown, Street Drainage and Utility Improvement project, both Phase 1 and Phase 2, as presented by the City, Washington County and SEH (Design Consultants).

**ATTACHMENTS:**

Lighting Photometric Plan prepared by SEH, Inc.



## MAYOR & COUNCIL COMMUNICATION

**DATE:** March 15, 2016  
**REGULAR**  
**ITEM #** F2

**AGENDA ITEM:** Inwood Water Tower (No. 4) – Accept Bids and Award Contract  
**SUBMITTED BY:** Chad Isakson, Project Engineer  
**THROUGH:** Clark Schroeder, Interim City Administrator  
**REVIEWED BY:** Jack Griffin, City Engineer  
Cathy Bendel, Finance Director  
Mike Bouthilet, Public Works

### SUGGESTED ORDER OF BUSINESS:

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

**POLICY RECOMMENDER:** Engineering.

**FISCAL IMPACT:** \$2,395,000 or \$2,587,300.

Approval of this resolution commits the council to enter into a construction contract for the project with a construction contract amount of \$2,395,000. An alternate bid was provided by contractors to add a mezzanine level to the water tower for the consideration of Council. If the City would like to include the alternate in the scope of improvements the construction contract amount would be \$2,587,300.

The improvement will be funded through a combination of the city's water enterprise fund, bonding, and DEED Grant funds

### SUMMARY AND ACTION REQUESTED:

The City Council is respectfully requested to consider accepting contractor bids as presented and award a contract for the Inwood Water Tower (No. 4).

**LEGISLATIVE HISTORY/BACKGROUND INFORMATION:**

The City Council approved the Plans and Specifications for the Inwood Water Tower (No. 4) on January 19, 2016 and authorized staff to advertise the Project for bids. The Project was advertised on QuestCDN.com and in the Oakdale-Lake Elmo Review in accordance with the Minnesota Competitive Bidding requirements. The improvements include a 1.0 Million Gallon (MG) Composite Elevated Water Storage Tank with an alternate option to include the construction of a mezzanine level.

Bids were received, publicly opened, and read aloud on February 25, 2016. The City's design consultant has prepared and attached the Tabulation of Bids and a letter of recommendation for the award of the contract. The City received 3 bids for this project, with CB&I Inc. providing the lowest base bid in the amount of \$2,395,000.00. Phoenix Fabricators & Erectors provided the lowest Total Base Bid plus Alternate A Bid in the amount of \$2,587,300.00. Staff recommends this option if the city desires installation of a mezzanine for purposes of housing future telecommunication equipment.

Contractor references for both CB&I, Inc. and Phoenix Fabricators & Erectors were reviewed as provided in the Engineer's Letter of Award Recommendation.

**RECOMMENDATION:**

Staff is recommending that the City Council approve Resolution No. 2016-16, thereby accepting bids and awarding a contract to CB&I Inc., for the base bid in the amount of \$2,395,000, for the Inwood Water Tower (No. 4). The recommended motion for this action is as follows:

***“Move to approve Resolution No. 2016-16, Accepting Bids and Awarding a Contract to CB&I Inc. for the Base Bid in the amount of \$2,395,000 for the Inwood Water Tower (No. 4).”***

Should Council choose to add the construction of a Mezzanine level as part of the improvements, as provided by the add Alternate A bid, then staff recommends that the City Council approve Resolution No. 2016-16, thereby accepting bids and awarding a contract to Phoenix Fabricators & Erectors for the base bid plus Alternate A bid in the amount of \$2,587,300, for the Inwood Water Tower (No. 4). The recommended motion for this action is as follows:

***“Move to approve Resolution No. 2016-16, Accepting Bids and Awarding a Contract to Phoenix Fabricators & Erectors for the Base Bid plus Alternate A Bid in the amount of \$2,587,300 for the Inwood Water Tower (No. 4).”***

**ATTACHMENT(S):**

1. Resolution 2016-16 Accepting Bids and Awarding a Contract for the Base Bid.
2. Resolution 2016-16 Accepting Bids and Awarding a Contract for the Base Bid plus Alternate A Bid.
3. Engineer's Letter of Award Recommendation and Tabulation of Bids.
4. Project Schedule.



Building a Better World  
for All of Us®

February 29, 2016

Re: City of Lake Elmo  
1,000,000 Gallon Inwood Water Tower (No. 4)  
City Project No. 2015.13  
SEH No. LAKMO 134653

Honorable Mayor and City Council  
City of Lake Elmo  
3800 Laverne Ave. N.  
Lake Elmo, MN 55042

On Thursday, February 25, 2016, at 2:00 p.m., Four (4) bids were received for the referenced project. A summary is shown below in order of Base Bid.

	Contractor	Base Bid	Alternate A	Base Bid Plus Alt. A
1	CB&I Inc.	\$2,395,000.00	\$240,000.00	\$2,635,000.00
2	Phoenix Fabricators & Erectors	\$2,411,500.00	\$175,800.00	\$2,587,300.00
3	Landmark Structures	\$2,415,000.00	\$181,250.00	\$2,596,250.00
4	Caldwell Tanks, Inc.	\$2,458,000.00	\$171,000.00	\$2,629,000.00

Based on the Base Bid, the low bid received was submitted by CB&I Inc., of Plainfield, IL in the amount of \$2,395,000

If Alternate A is considered and the City desires to construct the optional mezzanine level, the low bid including Alternate A (mezzanine level) combination was submitted by, Phoenix Fabricators & Erectors, of Sebree, Kentucky.

In reliance on our experience with both contractors. and/or materials and information provided by the contractor(s), we have determined that 1) they have a sufficient understanding of the project and equipment to perform the construction for which it bid; and 2) according to their bonding agent they presently have the financial ability to complete the project bid.

Accordingly, we recommend the project be awarded based on the City's choice of Alternate A construction.

Please call if you have any questions.

Sincerely,

  
Chad Katzenberger  
Project Engineer

ah

R:\Admin\Standards and Forms\letters\recawardltrwithalts

Engineers | Architects | Planners | Scientists

Short Elliott Hendrickson Inc., 3535 Vadnais Center Drive, St. Paul, MN 55110-5196

SEH is 100% employee-owned | [sehinc.com](http://sehinc.com) | 651.490.2000 | 800.325.2055 | 888.908.8166 fax



## TABULATION OF BIDS

1,000,000 Gallon Inwood Water Tower (No. 4)

City of Lake Elmo

SEH No.: LAKMO 134653

Bid Date: February 25, 2016 at 2:00 p.m.

1

2

3

1,000,000 Gallon Inwood Water Tower (No. 4)				CB&I Inc.		Phoenix Fabricators & Erectors		Landmark Structures	
City of Lake Elmo				14109 S. Route 59		Address		Address	
SEH No.: LAKMO 134653				Plainfield, IL 60544		City, State Zip		City, State Zip	
Bid Date: February 25, 2016 at 2:00 p.m.				\$2,635,000.00		\$2,587,300.00		\$2,596,250.00	
Item No.	Item	Unit	Est. Quantity	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
TOTAL BASE BID PRICE									
SITE & UTILITY WORK									
1	SITE GRADING	LS	1	16,000.00	16,000.00	20,000.00	20,000.00	40,000.00	40,000.00
2	ROCK CONSTRUCTION ENTRANCE	EACH	1	3,822.00	3,822.00	4,000.00	4,000.00	2,245.00	2,245.00
3	TRAFFIC CONTROL	LS	1	2,068.00	2,068.00	2,000.00	2,000.00	2,500.00	2,500.00
4	SUBGRADE EXCAVATION	CY	120	10.00	1,200.00	12.00	1,440.00	20.00	2,400.00
5	GEOTEXTILE FABRIC TYPE V	SY	200	6.00	1,200.00	7.00	1,400.00	5.00	1,000.00
6	ORGANIC TOPSOIL BORROW	CY	100	30.00	3,000.00	35.00	3,500.00	30.00	3,000.00
7	SELECT GRANULAR BORRW	CY	150	16.00	2,400.00	18.00	2,700.00	20.00	3,000.00
8	AGGREGATE BASE, CLASS 6	TON	1250	22.00	27,500.00	25.00	31,250.00	15.00	18,750.00
9	BIT WEARING COURSE MIX (WEA240B)	TON	65	99.00	6,435.00	110.00	7,150.00	80.00	5,200.00
10	BIT NON-WEARING COURSE MIX (WEB240B)	TON	65	99.00	6,435.00	110.00	7,150.00	80.00	5,200.00
11	TACK COAT	GAL	35	10.00	350.00	12.00	420.00	5.00	175.00
12	8" CONCRETE APRON	SF	350	25.00	8,750.00	30.00	10,500.00	12.00	4,200.00
13	4" CONCRETE WALK	SF	100	20.00	2,000.00	25.00	2,500.00	10.00	1,000.00
14	CONNECT TO EXISTING WATER MAIN	EACH	1	2,300.00	2,300.00	2,500.00	2,500.00	2,000.00	2,000.00
15	6" DIP WATER MAIN PIPE, CL. 52	LF	10	110.00	1,100.00	120.00	1,200.00	60.00	600.00
16	16" DIP WATER MAIN PIPE, CL. 52	LF	120	140.00	16,800.00	150.00	18,000.00	120.00	14,400.00
17	6" GATE VALVE & BOX	EACH	1	1,980.00	1,980.00	2,200.00	2,200.00	2,500.00	2,500.00
18	HYDRANT	EACH	1	4,864.00	4,864.00	5,000.00	5,000.00	5,000.00	5,000.00
19	DIP FITTINGS,	LB	700	2.50	1,750.00	3.00	2,100.00	10.00	7,000.00
20	POLYETHYLENE ENCASEMENT	LF	140	2.00	280.00	2.00	280.00	5.00	700.00
21	4' X 4' CATCH BASIN WITH GRATING	EACH	1	2,618.00	2,618.00	2,800.00	2,800.00	5,000.00	5,000.00
22	1.5" CLEAR ROCK	CY	16	76.00	1,216.00	80.00	1,280.00	75.00	1,200.00
23	GEOTEXTILE FABRIC TYPE I	SY	30	6.00	180.00	7.00	210.00	10.00	300.00
24	18" RCP STORM SEWER PIPE, CL. V	LF	90	68.00	6,120.00	75.00	6,750.00	60.00	5,400.00
25	18" RCP APRON W/TRASH GUARD	EACH	1	1,700.00	1,700.00	2,000.00	2,000.00	1,000.00	1,000.00
26	HAND PLACED RIP RAP, CL. III	CY	10	92.00	920.00	100.00	1,000.00	100.00	1,000.00



## TABULATION OF BIDS

1,000,000 Gallon Inwood Water Tower (No. 4)  
City of Lake Elmo  
SEH No.: LAKMO 134653  
Bid Date: February 25, 2016 at 2:00 p.m.

1 2 3

1,000,000 Gallon Inwood Water Tower (No. 4)				CB&I Inc.		Phoenix Fabricators & Erectors		Landmark Structures	
City of Lake Elmo				14109 S. Route 59		Address		Address	
SEH No.: LAKMO 134653				Plainfield, IL 60544		City, State Zip		City, State Zip	
Bid Date: February 25, 2016 at 2:00 p.m.				\$2,635,000.00		\$2,587,300.00		\$2,596,250.00	
Item No.	Item	Unit	Est. Quantity	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
27	GEOTEXTILE FABRIC TYPE IV	SY	37	3.00	111.00	4.00	148.00	10.00	370.00
28	PREASSEMBLED SILT FENCE	LF	500	2.25	1,125.00	3.00	1,500.00	4.00	2,000.00
29	STRAW BIOROLL	LF	1000	2.00	2,000.00	2.50	2,500.00	5.00	5,000.00
30	TEMPORARY SEEDING (MIX 22-111 WITH TYPE 1 MULCH)	ACRE	1.5	4,000.00	6,000.00	4,600.00	6,900.00	2,000.00	3,000.00
31	SEEDING (MIX 25-131 WITH FERTILIZER & HYDROMULCH)	ACRE	1.5	3,500.00	5,250.00	4,000.00	6,000.00	3,000.00	4,500.00
ELEVATED STORAGE TANK									
32	1.0 MG ELEVATED WATER TOWER CONCRETE COMPOSITE CONSTRUCTION AND ALL ASSOCIATED ITEMS NOT LISTED ABOVE.	LS	1	2,242,026.00	2,242,026.00	2,239,122.00	2,239,122.00	2,250,000.00	2,250,000.00
33	WATER TOWER CONTROL PANEL AND RTU (SEE APPENDIX B) - AS DESCRIBED IN ELECTRICAL	LS	1	15,500.00	15,500.00	16,000.00	16,000.00	15,360.00	15,360.00
TOTAL BASE BID PRICE					\$2,395,000.00		\$2,411,500.00		\$2,415,000.00
ALTERNATE									
A	ALTERNATE A - ADD FOR CONSTRUCTION OF MEZZANINE LEVEL AND ASSOCIATED ITEMS OUTLINED IN THE DRAWINGS	LS	1	240,000.00	240,000.00	175,800.00	175,800.00	181,250.00	181,250.00
TOTAL BASE BID PRICE + ALTERNATE A					\$2,635,000.00		\$2,587,300.00		\$2,596,250.00



## TABULATION OF BIDS

4

1,000,000 Gallon Inwood Water Tower (No. 4)				Caldwell Tanks, Inc. 4000 Tower Road Louisville, KY 40219 \$2,629,000.00	
City of Lake Elmo					
SEH No.: LAKMO 134653					
Bid Date: February 25, 2016 at 2:00 p.m.					
Item No.	Item	Unit	Est. Quantity	Unit Price	Total Price
TOTAL BASE BID PRICE					
SITE & UTILITY WORK					
1	SITE GRADING	LS	1	25,000.00	25,000.00
2	ROCK CONSTRUCTION ENTRANCE	EACH	1	2,500.00	2,500.00
3	TRAFFIC CONTROL	LS	1	1,500.00	1,500.00
4	SUBGRADE EXCAVATION	CY	120	12.00	1,440.00
5	GEOTEXTILE FABRIC TYPE V	SY	200	4.00	800.00
6	ORGANIC TOPSOIL BORROW	CY	100	26.00	2,600.00
7	SELECT GRANULAR BORRW	CY	150	21.00	3,150.00
8	AGGREGATE BASE, CLASS 6	TON	1250	21.00	26,250.00
9	BIT WEARING COURSE MIX (WEA240B)	TON	65	93.00	6,045.00
10	BIT NON-WEARING COURSE MIX (WEB240B)	TON	65	93.00	6,045.00
11	TACK COAT	GAL	35	3.00	105.00
12	8" CONCRETE APRON	SF	350	13.00	4,550.00
13	4" CONCRETE WALK	SF	100	10.00	1,000.00
14	CONNECT TO EXISTING WATER MAIN	EACH	1	2,200.00	2,200.00
15	6" DIP WATER MAIN PIPE, CL. 52	LF	10	50.00	500.00
16	16" DIP WATER MAIN PIPE, CL. 52	LF	120	117.00	14,040.00
17	6" GATE VALVE & BOX	EACH	1	2,200.00	2,200.00
18	HYDRANT	EACH	1	5,500.00	5,500.00
19	DIP FITTINGS,	LB	700	7.00	4,900.00
20	POLYETHYLENE ENCASEMENT	LF	140	6.00	840.00
21	4' X 4' CATCH BASIN WITH GRATING	EACH	1	3,500.00	3,500.00
22	1.5" CLEAR ROCK	CY	16	50.00	800.00
23	GEOTEXTILE FABRIC TYPE I	SY	30	3.50	105.00
24	18" RCP STORM SEWER PIPE, CL. V	LF	90	50.00	4,500.00
25	18" RCP APRON W/TRASH GUARD	EACH	1	2,000.00	2,000.00
26	HAND PLACED RIP RAP, CL. III	CY	10	90.00	900.00



## TABULATION OF BIDS

4

1,000,000 Gallon Inwood Water Tower (No. 4)				Caldwell Tanks, Inc. 4000 Tower Road Louisville, KY 40219 \$2,629,000.00	
City of Lake Elmo					
SEH No.: LAKMO 134653					
Bid Date: February 25, 2016 at 2:00 p.m.					
Item No.	Item	Unit	Est. Quantity	Unit Price	Total Price
27	GEOTEXTILE FABRIC TYPE IV	SY	37	6.00	222.00
28	PREASSEMBLED SILT FENCE	LF	500	2.50	1,250.00
29	STRAW BIOROLL	LF	1000	3.50	3,500.00
30	TEMPORARY SEEDING (MIX 22-111 WITH TYPE 1 MULCH)	ACRE	1.5	1,000.00	1,500.00
31	SEEDING (MIX 25-131 WITH FERTILIZER & HYDROMULCH)	ACRE	1.5	2,670.00	4,005.00
<b>ELEVATED STORAGE TANK</b>					
32	1.0 MG ELEVATED WATER TOWER CONCRETE COMPOSITE CONSTRUCTION AND ALL ASSOCIATED ITEMS NOT LISTED ABOVE.	LS	1	2,306,553.00	2,306,553.00
33	WATER TOWER CONTROL PANEL AND RTU (SEE APPENDIX B) - AS DESCRIBED IN ELECTRICAL	LS	1	18,000.00	18,000.00
<b>TOTAL BASE BID PRICE</b>					<b>\$2,458,000.00</b>
<b>ALTERNATE</b>					
A	ALTERNATE A - ADD FOR CONSTRUCTION OF MEZZANINE LEVEL AND ASSOCIATED ITEMS OUTLINED IN THE DRAWINGS	LS	1	171,000.00	171,000.00
<b>TOTAL BASE BID PRICE + ALTERNATE A</b>					<b>\$2,629,000.00</b>

PROJECT SCHEDULE  
CITY OF LAKE ELMO

**FOCUS** ENGINEERING, inc.

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

INWOOD WATER TOWER (NO. 4)  
PROJECT NO. 2015.130

JANUARY 2016

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October 6, 2015	Council approves consultant selection.
November 17, 2015	Preliminary Design. Council accepts preliminary design recommendations (water tower style, materials, and site plan).
January 19, 2016	Council approves Plans and Specifications and orders Advertisement for Bids.
February 18, 2016	Receive Contractor Bids.
March 15, 2016	Council accepts Bids and awards Contract.
April 7, 2016	Conduct Pre-construction meeting and issue Notice to Proceed.
October 1, 2017	Substantial Completion (water tower online and operational).
November 3, 2017	Final Completion (punch list and final paperwork).

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

**RESOLUTION NO. 2016-16**

**A RESOLUTION ACCEPTING BIDS AND AWARDING A CONTRACT  
FOR THE BASE BID FOR THE INWOOD WATER TOWER (No. 4)**

**WHEREAS**, pursuant to an advertisement for bids for the Inwood Water Tower (No. 4), bids were received, opened, and tabulated according to law, and bids were received complying with the advertisement; and

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

**WHEREAS**, the project engineer reviewed the bids and has provided a letter recommending the award of the contract to the lowest responsible bidder, CB&I Inc., for the Base Bid in the amount of \$2,395,000.

**NOW, THEREFORE, IT IS HEREBY RESOLVED,**

1. The Mayor and City Clerk are hereby authorized and directed to enter into a Contract in accordance with the above ordered Project, in the amount of the Contractor's lowest responsible bid, and according to the plans and specifications thereof approved by the City Council.
2. The City Clerk is hereby authorized and directed to return forthwith to all bidders the deposits made with their bids, except that the deposits of the successful bidder and the next two lowest bidders shall be retained until a contract has been signed.

**ADOPTED BY THE LAKE ELMO CITY COUNCIL ON THE FIFTEENTH DAY OF  
MARCH 2016.**

**CITY OF LAKE ELMO**

By: \_\_\_\_\_  
Mike Pearson  
Mayor

(Seal)

ATTEST:

\_\_\_\_\_  
Julie Johnson  
City Clerk

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

**RESOLUTION NO. 2016-16**

**A RESOLUTION ACCEPTING BIDS AND AWARDING A CONTRACT  
FOR THE BASE BID PLUS ALTERNATE A BID  
FOR THE INWOOD WATER TOWER (No. 4)**

**WHEREAS**, pursuant to an advertisement for bids for the Inwood Water Tower (No. 4), bids were received, opened, and tabulated according to law, and bids were received complying with the advertisement; and

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

**WHEREAS**, the project engineer reviewed the bids and has provided a letter recommending the award of the contract to the lowest responsible bidder, Phoenix Fabricators & Erectors, for the Base Bid plus Alternate A Bid in the amount of \$2,587,300.

**NOW, THEREFORE, IT IS HEREBY RESOLVED,**

1. The Mayor and City Clerk are hereby authorized and directed to enter into a Contract in accordance with the above ordered Project, in the amount of the Contractor's lowest responsible bid, and according to the plans and specifications thereof approved by the City Council.
2. The City Clerk is hereby authorized and directed to return forthwith to all bidders the deposits made with their bids, except that the deposits of the successful bidder and the next two lowest bidders shall be retained until a contract has been signed.

**ADOPTED BY THE LAKE ELMO CITY COUNCIL ON THE FIFTEENTH DAY OF  
MARCH 2016.**

**CITY OF LAKE ELMO**

By: \_\_\_\_\_  
Mike Pearson  
Mayor

(Seal)

ATTEST:

\_\_\_\_\_  
Julie Johnson  
City Clerk

**FIFTH AMENDED TOLLING AGREEMENT**

**BETWEEN CITY OF LAKE ELMO**

**AND**

**3M COMPANY**

WHEREAS, City of Lake Elmo ("Lake Elmo") has asserted claims ("Claims") against 3M Company ("3M"), arising out of 3M's alleged disposal of PFC-containing wastes in and/or around Washington County, Minnesota.

WHEREAS, 3M and Lake Elmo desire to enter into a Tolling Agreement tolling any statute of limitations through and including May 1, 2016.

NOW, THEREFORE, for and in consideration of the premises, mutual covenants, and agreement herein contained, and such other good and valuable consideration, the receipt and sufficiency of which are acknowledged, 3M and Lake Elmo covenant and agree as follows:

1. 3M and Lake Elmo hereby agree to toll the running of any applicable statute of limitations relating to the Claims through and including May 1, 2016 ("Tolling Period"), and agree not to assert any defense of limitations, laches, or estoppel by laches, or other bar which might arise by virtue of the passage of time as a defense with respect to any action, proceeding, lawsuit, or demand, such that the passage of time that occurs during the Tolling Period will not be counted for the purpose of any statute of limitations, laches, or estoppel by laches defense or any other bar related to the passage of time.

2. Nothing in this Agreement shall be deemed to revive any claim that is or may already be barred as of the date of this tolling agreement. Nothing in this Agreement, or in the circumstances which gave rise to this Agreement shall be construed as an acknowledgement by any party that any claim



has or has not been barred, or is about to be barred, by the statute of limitations, laches, or other defense based on the lapse of time.

3. This Agreement shall not operate as an admission of liability by any party. Neither this Agreement nor any action taken pursuant to this agreement shall be offered or received in evidence in any action or proceeding as an admission of liability of wrongdoings by any party.

4. 3M and Lake Elmo further agree that, except as expressly provided herein, all of their respective rights and remedies are expressly reserved and shall not be prejudiced hereby.

5. Any party to this Agreement may terminate it by giving ten (10) days' written notice to the other sent by electronic mail and registered mail, return receipt requested, at the following addresses:

If to 3M:

Mary E. Cullen  
Associate General Counsel  
Global Litigation & Dispute Resolution 3M Office  
of General Counsel  
3M Center, Bldg. 10E-03  
Mail Station 2209E-02, P.O. Box 33428  
St. Paul, MN 55133-3428  
[meyeager@mmm.com](mailto:meyeager@mmm.com)

and

William A. Brewer III  
Brewer, Attorneys & Counselors 1717 Main  
Street, Suite 5900  
Dallas, Texas 75201  
[wab@bickelbrewer.com](mailto:wab@bickelbrewer.com)

If to Lake Elmo:

Clark Schroeder, City Administrator  
City of Lake Elmo  
3800 Laverne Ave. N  
Lake Elmo, MN 55042-9629



and

Douglas D. Shaftel  
Peter G Mikhail  
470 U.S. Bank Plaza  
200 S. Sixth Street  
Minneapolis, MN 55402  
[dshaftel@kennedy-graven.com](mailto:dshaftel@kennedy-graven.com)  
[pmikhail@kennedy-graven.com](mailto:pmikhail@kennedy-graven.com)

6. This Agreement is not intended to benefit persons other than the parties to this Agreement.

7. This Agreement shall be governed by the substantive laws of the State of Minnesota.

8. This Agreement contains the entire agreement of the parties; and with respect to the subject matter hereof, it may not be modified in any way except by written consent of all parties.

9. This Agreement may be executed in counterpart originals, in which case each such document will be deemed to be an original, Each Party will deliver to the other an executed copy of this Agreement.

IN WITNESS WHEREOF, this Tolling Agreement has been executed by the undersigned.

Dated: \_\_\_\_\_, 2016

By: \_\_\_\_\_  
Authorized representative of 3M Company

By: \_\_\_\_\_  
Authorized representative of City of Lake Elmo

