



*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 20, 2018 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. Accept Minutes

1. March 6, 2018

D. Public Comments/Inquires

E. Presentations

2. Arbor Glen Presentation of Donation for Lake Elmo Fire Department Safe Haven Program -
Resolution 2018-023

F. Consent Agenda

3. Approve Payment of Disbursements and Payroll
4. Accept February 2018 Public Works Department Report
5. Accept February 2018 Building Department Report
6. Accept February 2018 Fire Department Report
7. 2017 Street Improvements - Approve Change Order No. 3.
8. 2017 Street Improvements – Approve Pay Request No. 5.
9. Approve Assessment of Service Charges and Nuisance Abatement Ordinance-*Ordinance No 08-203, Resolution 2018-024*
10. Approve Cooperative Agreement with Washington County for BoldPlanning Software
11. Accept Resignation of Part Time Firefighter
12. Authorize Advertising for and Creating an Eligibility List of Part Time Fire Fighters
13. Accept Resignation of Public Works Operator
14. Approve Step Increase, Assistant Administrator
15. Approve Step Increase, City Planner
16. Approve Letter of Appeal Regarding Water Appropriation Permit Conditions

G. Regular Agenda

17. Wildflower at Lake Elmo 3rd Addition Final Plat and PUD-Resolution – *Resolution 2018-025*
18. Hammes 3rd Addition Development Agreement – *Resolution 2018-026*
19. Sign Variance for Park Dental at 8980 Hudson Blvd N – *Resolution 2018-027*
20. Royal Golf at Lake Elmo 1st Addition Development Agreement and Letter of Credit Reduction –
Resolution 2018-028
21. Plow Truck Purchase

H. Council Reports

I. Staff Reports and Announcements

J. Adjourn

**CITY OF LAKE ELMO
CITY COUNCIL MINUTES
MARCH 6, 2018**

CALL TO ORDER/PLEDGE OF ALLEGIANCE

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

PRESENT: Mayor Mike Pearson and Councilmembers Justin Bloyer, Julie Fliflet, Jill Lundgren and Christine Nelson

Staff present: Administrator Handt, City Attorney Sonsalla, Assistant City Administrator Foster, Fire Chief Malmquist, and City Clerk Johnson.

APPROVAL OF AGENDA

Councilmember Bloyer, seconded by Councilmember Nelson, moved TO APPROVE THE AGENDA AS PRESENTED. Motion passed 5 – 0.

ACCEPT MINUTES

Minutes of the February 20, 2018 Regular Meeting were accepted as presented.

PUBLIC COMMENTS/INQUIRIES

None

PRESENTATIONS

Employee Service Recognition Awards were presented to employees with 5, 10, 20 and 25 years of service to the City of Lake Elmo.

CONSENT AGENDA

3. Approve Payment of Disbursements
4. Approve Hiring of Fire Department Chaplain
5. Approve Private Development Security Reduction – Inwood 5th Addition

Councilmember Bloyer, seconded by Mayor Pearson, moved TO APPROVE THE CONSENT AGENDA AS PRESENTED. Motion passed 5 - 0.

ITEM 6: Outdoor Lighting Ordinance Zoning Text Amendments

City Administrator Handt reviewed proposed updates to the outdoor lighting ordinance and comments from the Planning Commission. Discussion held regarding accent lighting.

**LAKE ELMO CITY COUNCIL MINUTES
MARCH 6, 2018**

Councilmember Fliflet, seconded by Councilmember Lundgren, moved TO CHANGE SECTION F.1. TO STATE "...OR ANY OTHER ORNAMENTAL, LANDSCAPE OR DECORATIVE LIGHTING..." Motion passed 5 – 0.

Councilmember Lundgren, seconded by Councilmember Fliflet, moved TO AMEND THE FIRST PARAGRAPH TO ADD THE FOLLOWING AFTER "GLARE" - "TO ENSURE A DARK SKY AREA FOR PROLIFERATION OF WILDLIFE, FIREFLIES, ETC." Motion passed 5 – 0.

Councilmember Bloyer, seconded by Councilmember Lundgren, moved TO ADD PARAGRAPH F.6. IN SECTION 150.037 AS FOLLOWS: "(6) SHORELINE LIGHTING. CERTAIN SHORELINE LIGHTING MAY BE EXEMPT FROM THE REQUIREMENTS OF THESE SECTIONS IN ORDER TO PROVIDE SUFFICIENT ILLUMINATION TO A BERTHING STRUCTURE, PIER, OR DOCK IN THE INTEREST OF PUBLIC SAFETY, SUCH FIXTURES MAY BE LOCATED ANYWHERE ON THE PROPERTY, INCLUDING THE PRINCIPAL STRUCTURE, PROVIDED IT MEETS THE REQUIREMENTS OF THIS SUBSECTION. SAID FIXTURES SHALL BE CONFIGURED IN A WAY TO PREVENT ILLUMINATION MORE THAN 50 FEET BEYOND THE BERTHING STRUCTURE, PIER OR DOCK. ILLUMINATION SHALL ONLY BE ACTIVATED DURING THOSE TIMES WHEN THE BERTHING STRUCTURE, PIER, DOCK OR WATERCRAFT IS IN USE." Motion passed 5 – 0.

Councilmember Bloyer, seconded by Councilmember Lundgren, moved TO ADOPT ORDINANCE 08-202 APPROVING AMENDMENTS TO THE CITY'S LIGHTING, GLARE CONTROL AND EXTERIOR LIGHTING STANDARDS AS AMENDED. Motion passed 5 – 0.

COUNCIL REPORTS

Mayor Pearson: No report

Councilmember Nelson: No report

Councilmember Lundgren: Invited interested parties to the Lake Elmo Farmers Market meeting on March 14th, 6:00 p.m. at the Lake Elmo Library.

Councilmember Bloyer: No report

Councilmember Fliflet: Thanked Arbor Glen for hosting the spaghetti dinner fundraiser for the Lake Elmo Fire Department.

STAFF REPORTS AND ANNOUNCEMENTS

Administrator Handt: Commented on the PFC lawsuit and water conservation issues. Working on the fit test analysis and financial software conversion.

Sgt. Osterman: Invited the public to Coffee with a Cop on March 21st, 8:00 – 10:00 a.m. at Lake Elmo Coffee.

LAKE ELMO CITY COUNCIL MINUTES
MARCH 6, 2018

City Attorney Sonsalla: Working on the plat and development agreement for Wildflower 3rd Addition and mountain biking development.

Meeting adjourned at 7:27 pm.

LAKE ELMO CITY COUNCIL

ATTEST:

Mike Pearson, Mayor

Julie Johnson, City Clerk



STAFF REPORT

DATE: March 20, 2018

PRESENTATION

ITEM #: 2

AGENDA ITEM: Donation from Arbor Glen Senior Living

TO: Mayor and City Council

SUBMITTED BY: Kristina Handt, City Administrator

BACKGROUND:

State statute requires that cities accept donations via resolution. Arbor Glen Senior Living will be making a donation of \$1,336 to the City of Lake Elmo to be used for the Lake Elmo Fire Department in the Safe Haven Program.

ISSUE BEFORE COUNCIL:

Should Council accept the donation of \$1,336 from Arbor Glen Senior Living?

PROPOSAL:

Arbor Glen Senior Living will be donating \$1,336 for the fire department's Safe Haven Program. These are the funds that were raised from their March 1, 2018 spaghetti dinner fundraiser. Included in your packet is a resolution for the Council to officially accept the donation.

FISCAL IMPACT:

The fire department has spent their allocation for 2018 programming so these funds will be used to supplement. They may be used for the purchase of equipment (fire detectors, fire extinguishers, etc.)

OPTIONS:

- 1) Approve Resolution No 2018-023
- 2) Amend and then Approve Resolution No 2018-023
- 3) Do not accept the donation from Arbor Glen Senior Living

RECOMMENDATION:

Motion to approve Resolution No 2018-023

ATTACHMENTS:

- Resolution No 2018-023

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

RESOLUTION NO. 2018-023

**A RESOLUTION ACCEPTING DONATED FUNDS FROM ARBOR GLEN
SENIOR LIVING**

WHEREAS, Minnesota Statutes Section 465.03 provides that donations to the City be accepted by resolution of the City Council; and

WHEREAS, Arbor Gen Senior Living held a spaghetti fundraiser for the Lake Elmo Fire Department on March 1, 2018; and

WHEREAS, the fundraiser resulted in \$1,336 to be donated to the City for the purposes of the Safe Haven Program; and

WHEREAS, the City Council of the City of Lake Elmo agrees that said contribution would be of benefit to the citizens of Lake Elmo; and

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Lake Elmo, Minnesota, does hereby acknowledge and agrees to accept said donation of \$1,336 from Arbor Glen Senior Living on behalf of the citizens of Lake Elmo.

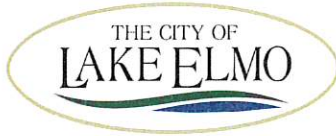
BE IT FURTHER RESOLVED that the City Council of the City of Lake Elmo designates the funds should be allocated only for the Lake Elmo Fire Department's Safe Haven Program.

APPROVED by the Lake Elmo City Council on this 20th day of March, 2018.

By: _____
Mike Pearson
Mayor

ATTEST:

Julie Johnson
City Clerk



STAFF REPORT

DATE: March 20, 2018
CONSENT

TO: Mayor and City Council
FROM: Amy La Belle, Accountant
AGENDA ITEM: Approve Disbursements
REVIEWED BY: Kristina Handt, City Administrator

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.

FISCAL IMPACT:

Claim #	Amount	Description
ACH	\$ 68,229.39	Payroll 03/15/18
47033-47186	\$ 254,007.89	Accounts Payable 03/20/18
2888 & 47182	\$ 150,000.00	Accounts Payable 03/20/18 (Library Checks)
TOTAL	\$ 622,237.28	

RECOMMENDATION:

If removed from the consent agenda, the recommended motion is as follows:

“Motion to approve the aforementioned disbursements in the amount of \$ 622,237.28.”

ATTACHMENTS:

1. Accounts Payable – check register

K. Hunt

Accounts Payable

To Be Paid Proof List

User: Amy
 Printed: 03/06/2018 - 11:12 AM
 Batch: 014-02-2017

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
Cardmember Service										
CARDMEMB										
20180120	01/20/2018	64.26	0.00	03/06/2018	Holiday Car Wash		-		No	0000
101-420-2220-44300	Miscellaneous									
20180120	01/20/2018	15.38	0.00	03/06/2018	Propane for training drill heaters		-		No	0000
101-420-2220-44370	Conferences & Training									
20180120	01/20/2018	5.13	0.00	03/06/2018	Propane for training drill heaters		-		No	0000
101-420-2220-44370	Conferences & Training									
20180120	01/20/2018	6.70	0.00	03/06/2018	Postage		-		No	0000
101-410-1910-43220	Postage									
20180120	01/20/2018	50.00	0.00	03/06/2018	Constant Contact - weekly email letter		-		No	0000
101-410-1450-43180	Information Technology/Web									
20180120	01/20/2018	9.98	0.00	03/06/2018	Ice		-		No	0000
101-410-1320-44300	Miscellaneous									
20180120	01/20/2018	45.00	0.00	03/06/2018	2018 Sam's Club membership		-		No	0000
101-410-1320-44330	Dues & Subscriptions									
20180120	01/20/2018	48.50	0.00	03/06/2018	Garbage Bags		-		No	0000
101-410-1940-44300	Miscellaneous									
20180120	01/20/2018	1,080.00	0.00	03/06/2018	2018 ICMA membership KH		-		No	0000
101-410-1320-44330	Dues & Subscriptions									
20180120	01/20/2018	448.00	0.00	03/06/2018	2018 ICMA membership JF		-		No	0000
101-410-1320-44330	Dues & Subscriptions									
20180120	01/20/2018	231.00	0.00	03/06/2018	2015 MN Building Code Books		-		No	0000
101-420-2400-44350	Books									
20180120	01/20/2018	-155.28	0.00	03/06/2018	CREDIT - Canceled Order		-		No	0000
602-495-9450-42270	Utility System Maint Supplies									
20180120	01/20/2018	-155.28	0.00	03/06/2018	CREDIT - Canceled Order		-		No	0000
602-495-9450-42270	Utility System Maint Supplies									
20180120	01/20/2018	161.00	0.00	03/06/2018	Seat Covers		-		No	0000
601-494-9400-42270	Utility System Maintenance									
20180120	01/20/2018	245.00	0.00	03/06/2018	2018 APWA Dues		-		No	0000
101-430-3100-44330	Dues & Subscriptions									
20180120	01/20/2018	14.99	0.00	03/06/2018	Screen Protector		-		No	0000
602-495-9450-42400	Small Tools & Minor Equipment									

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
20180120	01/20/2018	64.34	0.00	03/06/2018	Fuel		-			No 0000
101-430-3100-42120	Fuel, Oil and Fluids									
20180120	01/20/2018	43.97	0.00	03/06/2018	Fuel		-			No 0000
101-430-3100-42120	Fuel, Oil and Fluids									
20180120	01/20/2018	155.28	0.00	03/06/2018	Back up battery		-			No 0000
602-495-9450-42000	Office Supplies									
20180120	01/20/2018	97.00	0.00	03/06/2018	2018 Hazardous Waste Generator License		-			No 0000
101-430-3100-43840	Refuse									
20180120	01/20/2018	56.39	0.00	03/06/2018	Laptop Case		-			No 0000
601-494-9400-42400	Small Tools & Minor Equipment									
20180120	01/20/2018	210.82	0.00	03/06/2018	Mailbox & Newspaper holder		-			No 0000
101-430-3100-42240	Street Maintenance Materials									
20180120	01/20/2018	170.63	0.00	03/06/2018	Snow plow grease		-			No 0000
101-430-3100-42120	Fuel, Oil and Fluids									
20180120	01/20/2018	698.50	0.00	03/06/2018	HP LaserJet Pro Printer		-			No 0000
602-495-9450-42000	Office Supplies									
20180120	01/20/2018	150.00	0.00	03/06/2018	Asset Mgmt Software		-			No 0000
101-430-3100-44040	Repairs/Maint Eqpt									
	20180120 Total:	3,761.31								
	CARDMEMB Total:	3,761.31								
Cardmember Service Total:		3,761.31								
Xcel Energy										
XCEL										
581288447	02/21/2018	316.06	0.00	03/06/2018	Lift Station		-			No 0000
602-495-9450-43810	Electric Utility									
	581288447 Total:	316.06								
581337175	02/21/2018	11.31	0.00	03/06/2018	Tennis Court		-			No 0000
101-450-5200-43810	Electric Utility									
	581337175 Total:	11.31								
581346254	02/21/2018	23.35	0.00	03/06/2018	Pebble Park		-			No 0000
101-450-5200-43810	Electric Utility									
	581346254 Total:	23.35								
581349681	02/21/2018	420.00	0.00	03/06/2018	Parks Building		-			No 0000
101-450-5200-43810	Electric Utility									
	581349681 Total:	420.00								
581357325	02/21/2018	17.27	0.00	03/06/2018	Lift Station		-			No 0000
602-495-9450-43810	Electric Utility									
	581357325 Total:	17.27								
581361375	02/21/2018	18.07	0.00	03/06/2018	Lift Station		-			No 0000
602-495-9450-43810	Electric Utility									
	581361375 Total:	18.07								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
581361948	02/21/2018	713.53	0.00	03/06/2018	Fire Station 1		-			No 0000
101-420-2220-43810	Electric Utility									
	581361948 Total:	713.53								
581363541	02/21/2018	502.76	0.00	03/06/2018	Legion Park		-			No 0000
101-450-5200-43810	Electric Utility									
	581363541 Total:	502.76								
581367650	02/21/2018	29.76	0.00	03/06/2018	Traffic Lights		-			No 0000
101-430-3100-43810	Electric Utility									
	581367650 Total:	29.76								
581372844	02/21/2018	42.39	0.00	03/06/2018	Traffic Lights		-			No 0000
101-430-3100-43810	Electric Utility									
	581372844 Total:	42.39								
581374606	02/21/2018	179.48	0.00	03/06/2018	Water Tower 2		-			No 0000
601-494-9400-43810	Electric Utility									
	581374606 Total:	179.48								
581378106	02/21/2018	12.57	0.00	03/06/2018	Speed Sign Hwy 5		-			No 0000
101-430-3100-43810	Electric Utility									
	581378106 Total:	12.57								
581391295	02/21/2018	1,478.29	0.00	03/06/2018	Pumphouse		-			No 0000
601-494-9400-43810	Electric Utility									
	581391295 Total:	1,478.29								
581393887	02/21/2018	169.06	0.00	03/06/2018	Pumphouse		-			No 0000
601-494-9400-43810	Electric Utility									
	581393887 Total:	169.06								
581403812	02/21/2018	40.53	0.00	03/06/2018	Traffic Lights		-			No 0000
101-430-3100-43810	Electric Utility									
	581403812 Total:	40.53								
581419838	02/21/2018	56.43	0.00	03/06/2018	Traffic Lights		-			No 0000
101-430-3100-43810	Electric Utility									
	581419838 Total:	56.43								
581421099	02/21/2018	52.20	0.00	03/06/2018	Traffic Lights		-			No 0000
101-430-3100-43810	Electric Utility									
	581421099 Total:	52.20								
581431684	02/21/2018	434.20	0.00	03/06/2018	Water Tower 3		-			No 0000
601-494-9400-43810	Electric Utility									
	581431684 Total:	434.20								
581438367	02/21/2018	566.30	0.00	03/06/2018	Lift Station		-			No 0000
602-495-9450-43810	Electric Utility									
	581438367 Total:	566.30								
581495372	02/22/2018	1,032.52	0.00	03/06/2018	Fire Station 2		-			No 0000
101-420-2220-43810	Electric Utility									
	581495372 Total:	1,032.52								
582055218	02/27/2018	43.59	0.00	03/06/2018	VFW Ballfield		-			No 0000
101-450-5200-43810	Electric Utility									
	582055218 Total:	43.59								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close PO Line #
582055695	02/27/2018	2,787.56	0.00	03/06/2018	Public Works		-			No 0000
101-430-3100-43810	Electric Utility									
	582055695 Total:	2,787.56								
582189634	02/28/2018	359.75	0.00	03/06/2018	City Hall		-			No 0000
101-410-1940-43810	Electric Utility									
582189634	02/28/2018	32.53	0.00	03/06/2018	Traffic Lights		-			No 0000
101-430-3100-43810	Electric Utility									
	582189634 Total:	392.28								
582278001	02/28/2018	14.45	0.00	03/06/2018	Warning Sirens		-			No 0000
101-420-2220-43810	Electric Utility									
	582278001 Total:	14.45								
	XCEL Total:	9,353.96								
	Xcel Energy Total:	9,353.96								
	Report Total:	13,115.27								

Accounts Payable To Be Paid Proof List

2017
K. Hunt

User: Amy
Printed: 03/14/2018 - 3:04 PM
Batch: 005-03-2017

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
City of Oakdale										
CTYOAKDA										
20171231	12/31/2017	11,000.00	0.00	03/20/2018	New Water Connections - October		-			No 0000
601-000-0000-37150	Water Connection Fee - LE				2017					
20171231	12/31/2017	11,500.00	0.00	03/20/2018	New Water Connections - November		-			No 0000
601-000-0000-37150	Water Connection Fee - LE				2017					
20171231	12/31/2017	4,000.00	0.00	03/20/2018	New Water Connections - December		-			No 0000
601-000-0000-37150	Water Connection Fee - LE				2017					
	20171231 Total:	26,500.00								
	CTYOAKDA Total:	26,500.00								
	City of Oakdale Total:	26,500.00								
Field Environmental Consulting										
FIELDENV										
I-5549	02/26/2018	4,173.00	0.00	03/20/2018	Library Building Lead Abatement		-			No 0000
206-450-5300-44010	Repairs/Maint Bldg									
	I-5549 Total:	4,173.00								
	FIELDENV Total:	4,173.00								
	Field Environmental Consulting Total:	4,173.00								
Fury Dodge LLC										
FURYDODG										
3076398	12/05/2017	298.87	0.00	03/20/2018	Oil change and service		-			No 0000
101-450-5200-44040	Repairs/Maint Eqpt									
	3076398 Total:	298.87								
	FURYDODG Total:	298.87								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
Fury Dodge LLC Total:		298.87								
Menards - Oakdale										
MENARDSO										
46546	12/30/2017	22.99	0.00	03/20/2018	Boots - Colemer		-		No	0000
101-430-3100-44170	Uniforms									
46546 Total:		22.99								
MENARDSO Total:		22.99								
Menards - Oakdale Total:		22.99								
Washington County										
WASCOUNT										
20180313	03/13/2018	7,966.00	0.00	03/20/2018	Close out of Lib to WC-GF share of		-		No	0000
101-000-0000-49000	Use of Fund Balance				defic					
20180313	03/13/2018	137,861.00	0.00	03/20/2018	Close out of Lib to WC		-		No	0000
206-450-5300-44300	Miscellaneous									
20180313 Total:		145,827.00								
WASCOUNT Total:		145,827.00								
Washington County Total:		145,827.00								
Report Total:		176,821.86								

Accounts Payable To Be Paid Proof List

2018
K. H. H.

User: Amy
Printed: 03/14/2018 - 3:03 PM
Batch: 006-03-2017

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close PO Line #
Anderson Russell										
ANDERRUS										
20180301	03/01/2018	2,500.00	0.00	03/20/2018	Refund Escrow - Lot Line Adj		-			
803-000-0000-22910	Developer Payments									
	20180301 Total:	2,500.00								
	ANDERRUS Total:	2,500.00								
<hr/>										
	Anderson Russell Total:	2,500.00								
<hr/>										
Becker Emily										
BECKEREM										
20180312	03/12/2018	19.08	0.00	03/20/2018	Reimbursement - Mileage		-			
101-410-1910-43310	Mileage									
	20180312 Total:	19.08								
	BECKEREM Total:	19.08								
<hr/>										
	Becker Emily Total:	19.08								
<hr/>										
Biff's Inc.										
BIFFS										
W669749-W66751	02/28/2018	218.00	0.00	03/20/2018	Portable Restrooms		-			
101-450-5200-44120	Rentals - Buildings									
	W669749-W66751 Total:	218.00								
	BIFFS Total:	218.00								
<hr/>										
	Biff's Inc. Total:	218.00								
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Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close PO Line #
Central Pension Fund										
CENTRALP										
20180301	03/01/2018	480.00	0.00	03/20/2018	CPF Contributions - 030118		-		No	0000
101-000-0000-21714	Union Pension									
	20180301 Total:	480.00								
	CENTRALP Total:	480.00								
Central Pension Fund Total:		480.00								
Century College										
CENCOLLE										
665376	01/31/2018	688.75	0.00	03/20/2018	2018 FF CEU Program		-		No	0000
101-420-2220-44370	Conferences & Training									
	665376 Total:	688.75								
	CENCOLLE Total:	688.75								
Century College Total:		688.75								
Cintas Corporation #754										
CINTAS										
4004247572	03/07/2018	129.75	0.00	03/20/2018	Uniforms		-		No	0000
101-430-3100-44170	Uniforms									
4004247572	03/07/2018	33.51	0.00	03/20/2018	Rugs/Soap/Rags		-		No	0000
101-430-3100-42150	Shop Materials									
	4004247572 Total:	163.26								
754832178	02/21/2018	122.91	0.00	03/20/2018	Uniforms		-		No	0000
101-430-3100-44170	Uniforms									
754832178	02/21/2018	56.44	0.00	03/20/2018	Rugs/Soap/Rags		-		No	0000
101-430-3100-42150	Shop Materials									
	754832178 Total:	179.35								
	CINTAS Total:	342.61								
Cintas Corporation #754 Total:		342.61								
City of Bloomington										
CTYBLOOM										
1800031	03/01/2018	52.50	0.00	03/20/2018	Lab Bacteria Testing Feb 2018		-		No	0000
601-494-9400-42270	Utility System Maintenance									
	1800031 Total:	52.50								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
CTYBLOOM Total:		52.50								
City of Bloomington Total:		52.50								
Comcast										
COMCAST										
20180227	02/27/2017	7.91	0.00	03/20/2018	Cable Svs 030918-040818		-		No	0000
101-420-2220-44300	Miscellaneous									
20180227	02/27/2017	7.91	0.00	03/20/2018	Cable Svs 020918-030818		-		No	0000
101-420-2220-44300	Miscellaneous									
20180227 Total:		15.82								
COMCAST Total:		15.82								
Comcast Total:		15.82								
Compass Minerals										
COMPASS										
206463	02/26/2018	11,182.74	0.00	03/20/2018	Road Salt - Regular		-		No	0000
101-430-3100-42290	Sand/Salt									
206463 Total:		11,182.74								
COMPASS Total:		11,182.74								
Compass Minerals Total:		11,182.74								
Emergency Services Marktg Inc.										
EMERGENC										
P2018-1096	03/06/2018	10.00	0.00	03/20/2018	IAMRESPONDING usage fee		-		No	0000
101-420-2220-44330	Dues & Subscriptions									
P2018-1096 Total:		10.00								
EMERGENC Total:		10.00								
Emergency Services Marktg Inc. Total:		10.00								
Focus Engineering, Inc.										
FOCUS										
4460	02/28/2018	2,500.00	0.00	03/20/2018	General Engineering - Retainer		-		No	0000
101-410-1930-43030	Engineering Services									
4460 Total:		2,500.00								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close PO Line #
4461	02/28/2018	21.25	0.00	03/20/2018	General Engineering - Planning		-			No 0000
101-410-1910-43030	Engineering Services									
4461	02/28/2018	60.00	0.00	03/20/2018	Minor Sub 4564 Kimbro		-			No 0000
803-000-0000-22910	Developer Payments									
4461	02/28/2018	60.00	0.00	03/20/2018	Variance 8990 Lake Jane Trl		-			No 0000
803-000-0000-22910	Developer Payments									
	4461 Total:	141.25								
4462	02/28/2018	276.25	0.00	03/20/2018	General Engineering - ROW		-			No 0000
101-430-3100-43030	Engineering Services									
	4462 Total:	276.25								
4463	02/28/2018	481.25	0.00	03/20/2018	General Engineering - Water		-			No 0000
601-494-9400-43030	Engineering Services									
4463	02/28/2018	120.00	0.00	03/20/2018	General Engineering - Stormwater		-			No 0000
603-496-9500-43030	Engineering Services									
	4463 Total:	601.25								
4464	02/28/2018	360.00	0.00	03/20/2018	CSAH 15 - Safety Improvements		-			No 0000
602-495-9450-43030	Engineering Services									
	4464 Total:	360.00								
4465	02/28/2018	2,017.14	0.00	03/20/2018	LE Ave Corridor Improvements		-			No 0000
409-480-8000-43030	Engineering Services									
	4465 Total:	2,017.14								
4466	02/28/2018	660.00	0.00	03/20/2018	State Highway 36 Corridor Plan		-			No 0000
409-480-8000-43030	Engineering Services									
	4466 Total:	660.00								
4467	02/28/2018	21.25	0.00	03/20/2018	Inwood Booster Station Improvements		-			No 0000
601-494-9400-43030	Engineering Services									
	4467 Total:	21.25								
4468	02/28/2018	196.00	0.00	03/20/2018	Beehive Asset Management		-			No 0000
409-480-8000-43030	Engineering Services									
	4468 Total:	196.00								
4469	02/28/2018	336.25	0.00	03/20/2018	CSAH 13 - Ideal Ave		-			No 0000
409-480-8000-43030	Engineering Services									
	4469 Total:	336.25								
4470	02/28/2018	786.25	0.00	03/20/2018	Inwood Water Tower		-			No 0000
601-494-9400-43030	Engineering Services									
	4470 Total:	786.25								
4471	02/28/2018	1,616.25	0.00	03/20/2018	OV Phase 3		-			No 0000
409-480-8000-43030	Engineering Services									
	4471 Total:	1,616.25								
4472	02/28/2018	545.00	0.00	03/20/2018	I-94 Lift Station		-			No 0000
602-495-9450-43030	Engineering Services									
	4472 Total:	545.00								
4473	02/28/2018	808.75	0.00	03/20/2018	2017 Street Project		-			No 0000
409-480-8000-43030	Engineering Services									
	4473 Total:	808.75								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close PO Line #
4474	02/28/2018	1,176.25	0.00	03/20/2018	Lake Elmo Ave Phase 3		-			No 0000
409-480-8000-43030	Engineering Services									
	4474 Total:	1,176.25								
4475	02/28/2018	521.99	0.00	03/20/2018	CSAH 19		-			No 0000
101-430-3100-42250	Landscaping Materials									
	4475 Total:	521.99								
4476	02/28/2018	1,080.00	0.00	03/20/2018	Hudson Blvd Transportation		-			No 0000
101-430-3100-42250	Landscaping Materials									
	4476 Total:	1,080.00								
4477	02/28/2018	676.25	0.00	03/20/2018	2018 Street Project		-			No 0000
409-480-8000-43030	Engineering Services									
	4477 Total:	676.25								
4478	02/28/2018	5,621.25	0.00	03/20/2018	OV Phase 4		-			No 0000
409-480-8000-43030	Engineering Services									
	4478 Total:	5,621.25								
4479	02/28/2018	1,091.50	0.00	03/20/2018	2018 Seal Coat Project		-			No 0000
101-430-3100-42250	Landscaping Materials									
	4479 Total:	1,091.50								
4480	02/28/2018	579.00	0.00	03/20/2018	2018 Crack Seal Project		-			No 0000
101-430-3100-42250	Landscaping Materials									
	4480 Total:	579.00								
4481	02/28/2018	1,602.50	0.00	03/20/2018	2018 Mill & Overlay Project		-			No 0000
101-430-3100-42250	Landscaping Materials									
	4481 Total:	1,602.50								
4482	02/28/2018	679.50	0.00	03/20/2018	Boulder Ponds 1st		-			No 0000
803-000-0000-22910	Developer Payments									
	4482 Total:	679.50								
4483	02/28/2018	760.25	0.00	03/20/2018	Northport 1st		-			No 0000
803-000-0000-22910	Developer Payments									
	4483 Total:	760.25								
4484	02/28/2018	90.00	0.00	03/20/2018	Inwood PUD (Azur-Hans Hagen Homes)		-			No 0000
803-000-0000-22910	Developer Payments									
	4484 Total:	90.00								
4485	02/28/2018	299.50	0.00	03/20/2018	Savona 4th		-			No 0000
803-000-0000-22910	Developer Payments									
	4485 Total:	299.50								
4486	02/28/2018	79.00	0.00	03/20/2018	Boulder Ponds 2nd		-			No 0000
803-000-0000-22910	Developer Payments									
	4486 Total:	79.00								
4487	02/28/2018	3,360.97	0.00	03/20/2018	Royal Golf		-			No 0000
803-000-0000-22910	Developer Payments									
	4487 Total:	3,360.97								
4488	02/28/2018	132.96	0.00	03/20/2018	Southwind		-			No 0000
803-000-0000-22910	Developer Payments									
	4488 Total:	132.96								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
4489	02/28/2018	60.00	0.00	03/20/2018	Wasatch Storage		-			No 0000
803-000-0000-22910	Developer Payments									
	4489 Total:	60.00								
4490	02/28/2018	267.73	0.00	03/20/2018	Wildflower 2nd		-			No 0000
803-000-0000-22910	Developer Payments									
	4490 Total:	267.73								
4491	02/28/2018	85.00	0.00	03/20/2018	Hammes 2nd		-			No 0000
803-000-0000-22910	Developer Payments									
	4491 Total:	85.00								
4492	02/28/2018	390.00	0.00	03/20/2018	Legacy at North Star		-			No 0000
803-000-0000-22910	Developer Payments									
	4492 Total:	390.00								
4493	02/28/2018	60.00	0.00	03/20/2018	Emerson-Section 36 Comm Sub		-			No 0000
101-410-1930-43030	Engineering Services									
	4493 Total:	60.00								
4494	02/28/2018	120.00	0.00	03/20/2018	Fairfield Inn		-			No 0000
803-000-0000-22910	Developer Payments									
	4494 Total:	120.00								
4495	02/28/2018	1,590.00	0.00	03/20/2018	Hammes 3rd		-			No 0000
803-000-0000-22910	Developer Payments									
	4495 Total:	1,590.00								
4496	02/28/2018	60.00	0.00	03/20/2018	Wildflower 3rd		-			No 0000
803-000-0000-22910	Developer Payments									
	4496 Total:	60.00								
4497	02/28/2018	900.00	0.00	03/20/2018	3M Water Case		-			No 0000
601-494-9400-43030	Engineering Services									
	4497 Total:	900.00								
4498	02/28/2018	303.75	0.00	03/20/2018	State Funded Water Projects		-			No 0000
601-494-9400-43030	Engineering Services									
	4498 Total:	303.75								
4499	02/28/2018	1,043.75	0.00	03/20/2018	Inwood 5th		-			No 0000
803-000-0000-22910	Developer Payments									
	4499 Total:	1,043.75								
4500	02/28/2018	90.00	0.00	03/20/2018	Easton Village 3rd		-			No 0000
803-000-0000-22910	Developer Payments									
	4500 Total:	90.00								
	FOCUS Total:	33,586.79								
Focus Engineering, Inc. Total:		33,586.79								
Forysthe Thomas										
FORYSTHE										
20180301	03/01/2018	595.64	0.00	03/20/2018	Overpymt - 5782 Linden Avenue N		-			No 0000
601-000-0000-37100	Water Sales									

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close PO	Line #
	20180301 Total:	595.64									
	FORYSTHE Total:	595.64									
	Forysthe Thomas Total:	595.64									
Friends of LE Sunfish Lake Prk											
FROFSUNF											
20180312	03/12/2018	12,000.00	0.00	03/20/2018	Electrical Rough-In - Stabner		-			No	0000
803-000-0000-22920	Interpretive Nature Center										
20180312	03/12/2018	6,861.89	0.00	03/20/2018	Roof Metal Install - JG Hause		-			No	0000
803-000-0000-22920	Interpretive Nature Center										
	20180312 Total:	18,861.89									
	FROFSUNF Total:	18,861.89									
	Friends of LE Sunfish Lake Prk Total:	18,861.89									
Grainger											
GRAINGER											
9702174203	02/16/2018	48.40	0.00	03/20/2018	Shoe protectors for inspections		-			No	0000
101-420-2220-42090	Fire Prevention										
	9702174203 Total:	48.40									
	GRAINGER Total:	48.40									
	Grainger Total:	48.40									
Hardrives, Inc.											
HARDDRIV											
Pay Req 5	03/01/2018	20,505.35	0.00	03/20/2018	2017 Street Project 2016.135		-			No	0000
409-480-8000-43150	Contract Services										
	Pay Req 5 Total:	20,505.35									
	HARDDRIV Total:	20,505.35									
	Hardrives, Inc. Total:	20,505.35									
Innovative Office Solutions											
INNOVAT											
IN1905524	01/22/2018	178.45	0.00	03/20/2018	Misc Office Supplies		-			No	0000
101-430-3100-42000	Office Supplies										
	IN1905524 Total:	178.45									

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close PO Line #
IN1946258	02/22/2018	63.32	0.00	03/20/2018	Misc. Office Supplies		-			No 0000
101-430-3100-42000	Office Supplies									
	IN1946258 Total:	63.32								
IN1950309	02/27/2018	345.04	0.00	03/20/2018	Desktop Printer		-			No 0000
602-495-9450-42000	Office Supplies									
	IN1950309 Total:	345.04								
IN1953992	03/01/2018	11.38	0.00	03/20/2018	Name Plate - Weeks		-			No 0000
101-410-1910-42000	Office Supplies									
	IN1953992 Total:	11.38								
IN1957828	03/05/2018	89.97	0.00	03/20/2018	Paper		-			No 0000
101-410-1320-42000	Office Supplies									
	IN1957828 Total:	89.97								
	INNOVAT Total:	688.16								
Innovative Office Solutions Total:		688.16								
IUOE Local 49										
IUOEDUES										
20180228	03/05/2018	241.50	0.00	03/20/2018	Union Dues - March 2018		-			No 0000
101-000-0000-21712	Union Dues									
	20180228 Total:	241.50								
	IUOEDUES Total:	241.50								
IUOE Local 49 Total:		241.50								
IUOE Local 49 Fringe Benefit F										
IUOEHEAL										
20180315	03/15/2018	8,680.00	0.00	03/20/2018	Union Health Ins - April 2018		-			No 0000
101-000-0000-21713	Union Health Insurance									
	20180315 Total:	8,680.00								
	IUOEHEAL Total:	8,680.00								
IUOE Local 49 Fringe Benefit F Total:		8,680.00								
Jani-King of Minnesota, Inc										
JANIKING										
MIN03180183	03/01/2018	204.00	0.00	03/20/2018	Cleaning Svs - Public Works		-			No 0000
101-430-3100-43150	Contract Services									
	MIN03180183 Total:	204.00								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close PO Line #
JANIKING Total:		204.00								
Jani-King of Minnesota, Inc Total:		204.00								
Kath Fuel Oil Service Co										
kathfuel										
617368	02/21/2018	864.71	0.00	03/20/2018	Unleaded Fuel		-		No	0000
101-430-3100-42120	Fuel, Oil and Fluids									
617368 Total:		864.71								
617369	02/21/2018	1,750.14	0.00	03/20/2018	Diesel Fuel		-		No	0000
101-430-3100-42120	Fuel, Oil and Fluids									
617369 Total:		1,750.14								
617555	02/27/2018	52.50	0.00	03/20/2018	DEF		-		No	0000
101-430-3100-42120	Fuel, Oil and Fluids									
617555 Total:		52.50								
kathfuel Total:		2,667.35								
Kath Fuel Oil Service Co Total:		2,667.35								
Kwik Trip Inc										
KWIK										
2162066	03/02/2018	33.86	0.00	03/20/2018	Fuel		-		No	0000
101-420-2220-42120	Fuel, Oil and Fluids									
2162066 Total:		33.86								
KWIK Total:		33.86								
Kwik Trip Inc Total:		33.86								
Lake Elmo Associates, LLP										
LEASSOC										
20180401	04/01/2018	2,666.00	0.00	03/20/2018	3880 Brookfield Rent - April 2018		-		No	0000
101-410-1940-44120	Rentals - Building									
20180401 Total:		2,666.00								
LEASSOC Total:		2,666.00								
Lake Elmo Associates, LLP Total:		2,666.00								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
Lake Elmo Oil, Inc.										
LEOIL										
20180228	02/28/2018	53.95	0.00	03/20/2018	Fuel		-		No	0000
101-420-2220-42120	Fuel, Oil and Fluids									
	20180228 Total:	53.95								
	LEOIL Total:	53.95								
	Lake Elmo Oil, Inc. Total:	53.95								
Larson Diesel Service, Corp										
LARSON										
180228003	02/28/2018	236.46	0.00	03/20/2018	Exhaust repairs 06-1		-		No	0000
101-430-3100-44040	Repairs/Maint Eqpt									
	180228003 Total:	236.46								
	LARSON Total:	236.46								
	Larson Diesel Service, Corp Total:	236.46								
League of MN Cities										
LEAGMN										
269272	03/12/2018	620.00	0.00	03/20/2018	2018 MN Stormwater Coalition		-		No	0000
603-496-9500-44300	Miscellaneous Expenses				Contributio					
	269272 Total:	620.00								
	LEAGMN Total:	620.00								
	League of MN Cities Total:	620.00								
Leo A Daly										
LEOADALY										
023-10262-0001	02/23/2018	1,187.50	0.00	03/20/2018	City Hall Site Study		-		No	0000
101-000-0000-11805	Loan Receivable									
	023-10262-0001 Total:	1,187.50								
	LEOADALY Total:	1,187.50								
	Leo A Daly Total:	1,187.50								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
Little Falls Machine, Inc										
LTLFALLS										
351185	02/14/2018	6,434.78	0.00	03/20/2018	Underbody repairs 06-1		-		No	0000
101-430-3100-44040	Repairs/Maint Eqpt									
	351185 Total:	6,434.78								
	LTLFALLS Total:	6,434.78								
Little Falls Machine, Inc Total:		6,434.78								
Loffler Companies, Inc.										
LOFF										
2753839	03/01/2018	266.57	0.00	03/20/2018	Copies Konica C253 (City Hall) 0210-0309		-		No	0000
101-410-1940-44040	Repairs/Maint Contractual Eqpt									
	2753839 Total:	266.57								
	LOFF Total:	266.57								
Loffler Companies, Inc. Total:		266.57								
Menards - Oakdale										
MENARDSO										
49750	02/22/2018	18.71	0.00	03/20/2018	Shelf & Supplies		-		No	0000
101-430-3100-42150	Shop Materials									
	49750 Total:	18.71								
50255	03/02/2018	21.84	0.00	03/20/2018	Station supplies/repairs		-		No	0000
101-420-2220-44010	Repairs/Maint Bldg									
50255	03/02/2018	2.95	0.00	03/20/2018	Batteries for light		-		No	0000
101-420-2220-42000	Office Supplies									
	50255 Total:	24.79								
	MENARDSO Total:	43.50								
Menards - Oakdale Total:		43.50								
Metropolitan Council										
METCOU										
1078701	03/05/2018	7,678.30	0.00	03/20/2018	Waste Water Services April 2018		-		No	0000
602-495-9450-43820	Sewer Utility - Met Council									
	1078701 Total:	7,678.30								
20180228	02/28/2018	49,700.00	0.00	03/20/2018	SAC Charges - February 2018		-		No	0000
602-000-0000-20802	SAC due Met Council									

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
20180228	02/28/2018	-497.00	0.00	03/20/2018	SAC Charges-Feb 2018 prompt pay discount		-			No 0000
602-000-0000-37220	SAC Early Pay discount/revenue									
	20180228 Total:	49,203.00								
	METCOU Total:	56,881.30								
	Metropolitan Council Total:	56,881.30								
MN PEIP										
MNPEIP										
690954	03/10/2018	10,410.92	0.00	03/20/2018	April 2018 PEIP Health Ins Premium		-			No 0000
101-000-0000-21706	Medical Insurance									
	690954 Total:	10,410.92								
	MNPEIP Total:	10,410.92								
	MN PEIP Total:	10,410.92								
Municipal Emergency Svs. Inc.										
MES										
1203670	02/20/2018	64.49	0.00	03/20/2018	Name flaps for Turnout Gear - PT FF		-			No 0000
101-420-2220-42400	Small Tools & Equipment									
	1203670 Total:	64.49								
	MES Total:	64.49								
	Municipal Emergency Svs. Inc. Total:	64.49								
NCPERS Minnesota										
NCPERS										
5662318	02/23/2018	64.00	0.00	03/20/2018	March 2018 Premium		-			No 0000
101-000-0000-21708	Other Benefits									
	5662318 Total:	64.00								
	NCPERS Total:	64.00								
	NCPERS Minnesota Total:	64.00								
Performance Plus LLC										
PERFORMA										
5020 LF	03/07/2018	25.00	0.00	03/20/2018	Fit Test make up		-			No 0000
101-420-2220-43050	Physicals									
	5020 LF Total:	25.00								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close PO Line #
PERFORMA Total:		25.00								
Performance Plus LLC Total:		25.00								
Pomp's Tire Service, Inc.										
POMPS										
210336402	02/27/2018	2,341.92	0.00	03/20/2018	Truck Tires 98-2		-		No	0000
101-430-3100-42210	Equipment Parts									
210336402 Total:		2,341.92								
POMPS Total:		2,341.92								
Pomp's Tire Service, Inc. Total:		2,341.92								
Ricci Media Group LLC.										
RITCHIET										
20180312	03/12/2018	55.00	0.00	03/20/2018	Cable Oper - Enviro Comm 022618		-		No	0000
101-410-1450-43620	Cable Operations									
20180312 Total:		55.00								
RITCHIET Total:		55.00								
Ricci Media Group LLC. Total:		55.00								
Rosebauer Minnesota, LLC										
ROSENBAU										
28349	03/07/2018	20.23	0.00	03/20/2018	E1, Repair parts for handrail.		-		No	0000
101-420-2220-44040	Repairs/Maint Eqpt									
28349 Total:		20.23								
ROSENBAU Total:		20.23								
Rosebauer Minnesota, LLC Total:		20.23								
Sambatek, Inc										
SAMBATEK										
11597	02/28/2018	270.00	0.00	03/20/2018	8990 Lake Jane Trail		-		No	0000
803-000-0000-22910	Developer Payments									
11597 Total:		270.00								
SAMBATEK Total:		270.00								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
Sambatek, Inc Total:		270.00								
Schlomka Services LLC										
SCHLOMKA										
21252	02/26/2018	220.00	0.00	03/20/2018	Booster Station Pump Out 022218		-		No	0000
601-494-9400-43150	Contract Services									
21252 Total:		220.00								
SCHLOMKA Total:		220.00								
Schlomka Services LLC Total:		220.00								
Shannon Glass Company, Inc.										
SHANNONG										
SO39199	02/28/2019	302.40	0.00	03/20/2018	Windshield replacement 12-1		-		No	0000
101-430-3100-44040	Repairs/Maint Eqpt									
SO39199 Total:		302.40								
SHANNONG Total:		302.40								
Shannon Glass Company, Inc. Total:		302.40								
Short Elliott Hendrickson, Inc										
SEH										
345422	02/12/2018	1,532.55	0.00	03/20/2018	OV Phase 3 Project 2016.133		-		No	0000
409-480-8000-43150	Contract Services									
345422	02/12/2018	635.32	0.00	03/20/2018	OV Phase 3 Project 2016.133		-		No	0000
601-494-9400-43150	Contract Services									
345422	02/12/2018	821.88	0.00	03/20/2018	OV Phase 3 Project 2016.133		-		No	0000
602-495-9450-43150	Contract Services									
345422 Total:		2,989.75								
346629	03/08/2018	4,188.50	0.00	03/20/2018	OV Phase 4 Project 2017.157		-		No	0000
409-480-8000-43150	Contract Services									
346629 Total:		4,188.50								
SEH Total:		7,178.25								
Short Elliott Hendrickson, Inc Total:		7,178.25								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
Swanson Haskamp Consulting										
SHC										
597	03/09/2018	8,390.39	0.00	03/20/2018	2040 Comprehensive Plan Project		-			No 0000
101-410-1910-43020	Comprehensive Planning									
	597 Total:	8,390.39								
598	03/09/2018	1,012.50	0.00	03/20/2018	Comprehensive Plan - Living Healthy		-			No 0000
101-410-1910-43020	Comprehensive Planning									
	598 Total:	1,012.50								
	SHC Total:	9,402.89								
Swanson Haskamp Consulting Total:		9,402.89								
Telemetry & Process Controls										
TELEMETR										
106949	02/22/2018	279.00	0.00	03/20/2018	SCADA February 2018		-			No 0000
601-494-9400-43150	Contract Services									
106949	02/22/2018	279.00	0.00	03/20/2018	SCADA February 2018		-			No 0000
602-495-9450-43150	Contract Services									
	106949 Total:	558.00								
	TELEMETR Total:	558.00								
Telemetry & Process Controls Total:		558.00								
TKDA, Inc.										
TKDA										
002018000656	03/08/2018	84.93	0.00	03/20/2018	General Services - Records & Data		-			No 0000
602-495-9450-43150	Contract Services									
	002018000656 Total:	84.93								
002018000658	03/08/2018	84.08	0.00	03/20/2018	2017 Street Project 2016.135		-			No 0000
409-480-8000-43150	Contract Services									
	002018000658 Total:	84.08								
002018000659	03/08/2018	802.16	0.00	03/20/2018	2017 Street Project 2016.135		-			No 0000
409-480-8000-43150	Contract Services									
	002018000659 Total:	802.16								
	TKDA Total:	971.17								
TKDA, Inc. Total:		971.17								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
Verizon Wireless										
VERIZON										
9802144909	02/21/2018	147.00	0.00	03/20/2018	Wireless Charges 010218-022118		-			No 0000
101-430-3100-43210	Telephone									
	9802144909 Total:	147.00								
	VERIZON Total:	147.00								
	Verizon Wireless Total:	147.00								
Washington County										
WASHTAX										
137102	03/08/2018	923.57	0.00	03/20/2018	2018 Truth in Taxation Notice		-			No 0000
101-410-1320-43510	Legal Publishing									
	137102 Total:	923.57								
	WASHTAX Total:	923.57								
	Washington County Total:	923.57								
Wenck Associates Inc.										
WENCKASS										
11801223	02/28/2018	455.00	0.00	03/20/2018	Northport 1st		-			No 0000
803-000-0000-22910	Developer Payments									
11801223	02/28/2018	774.50	0.00	03/20/2018	Royal Golf 1st		-			No 0000
803-000-0000-22910	Developer Payments									
11801223	02/28/2018	429.00	0.00	03/20/2018	Royal Golf Villas		-			No 0000
803-000-0000-22910	Developer Payments									
11801223	02/28/2018	522.50	0.00	03/20/2018	Hammes 3rd		-			No 0000
803-000-0000-22910	Developer Payments									
11801223	02/28/2018	814.50	0.00	03/20/2018	Wildflower 3rd		-			No 0000
803-000-0000-22910	Developer Payments									
11801223	02/28/2018	262.50	0.00	03/20/2018	Legacy at Northstar		-			No 0000
803-000-0000-22910	Developer Payments									
	11801223 Total:	3,258.00								
	WENCKASS Total:	3,258.00								
	Wenck Associates Inc. Total:	3,258.00								

Invoice #	Inv Date	Amount	Quantity	Pmt Date	Description	Reference	Task	Type	PO #	Close POLine #
White Anita										
Whiteani										
20180312	03/12/2018	55.00	0.00	03/20/2018	Cabel Oper - Council Mtg 030618		-		No	0000
101-410-1450-43620	Cable Operations									
20180312	03/12/2018	55.00	0.00	03/20/2018	Cabel Oper - Maint Adv Comm 030718		-		No	0000
101-410-1450-43620	Cable Operations									
	20180312 Total:	110.00								
	Whiteani Total:	110.00								
	White Anita Total:	110.00								
Xcel Energy										
XCEL										
582751643	03/05/2018	28.64	0.00	03/20/2018	Legion Park		-		No	0000
101-450-5200-43810	Electric Utility									
582751643	03/05/2018	71.75	0.00	03/20/2018	Traffic Lights		-		No	0000
101-430-3100-43810	Electric Utility									
	582751643 Total:	100.39								
582764696	03/05/2018	5,669.08	0.00	03/20/2018	Street Lights		-		No	0000
101-430-3100-43810	Electric Utility									
	582764696 Total:	5,669.08								
582816942	03/05/2018	1,048.57	0.00	03/20/2018	Booster Station		-		No	0000
601-494-9400-43810	Electric Utility									
	582816942 Total:	1,048.57								
582967896	03/06/2018	917.38	0.00	03/20/2018	Wells 1 & 2		-		No	0000
601-494-9400-43810	Electric Utility									
	582967896 Total:	917.38								
	XCEL Total:	7,735.42								
	Xcel Energy Total:	7,735.42								
	Report Total:	214,070.76								



MAYOR AND COUNCIL COMMUNICATION

DATE: 3/20/2018

CONSENT

ITEM #: 4

AGENDA ITEM: Public Works Director Report

SUBMITTED BY: Rob Weldon, Public Works Director

REVIEWED BY: Kristina Handt, City Administrator

ISSUE BEFORE COUNCIL:

City Council is asked to review and accept, as part of Consent Agenda, a brief description of activities that have taken place in the Public Works Department in the month of February 2018.

PROPOSAL DETAILS/ANALYSIS:

- Beehive training w/FOCUS Eng.
- Minnesota Street Superintendent Association Meeting (Weldon & Colemer)
- Meeting with Planning Dept. and SASCA on Reid Park Bike Trails
- Transition from Oakdale to Lake Elmo Water along I-94 Corridor
- Discover Crossing Bridge repair meeting w/ FOCUS Eng.
- I-94 Generator training
- Road Salt Symposium (Sachs & Leko)
- New CAT 5 lines at Public Works
- Booster Station Generator inspection
- Submit Water Conservation Report
- Watermain Break 32nd St. North and Lampert Ave. N
- Submit Met Council Sewer Report
- 6 snow events
- Tree trimming
- Catch basin cleaning

RECOMMENDATION:

Base on the activities listed above, City Council is respectfully asked to accept the February 2018 Public Works Report.



STAFF REPORT

DATE:

**REGULAR #5
MOTION**

TO: City Council
FROM: Michael Bent, Building Official
AGENDA ITEM: Approve Monthly Building Department Report for February 2018
REVIEWED BY: Kristina Handt, City Administrator

BACKGROUND:

ISSUE BEFORE COUNCIL:

As part of its Consent Agenda, the City Council is asked to accept the monthly Building Department report. No specific motion is needed, as this is recommended to be part of the overall approval of the *Consent Agenda*.

PROPOSAL DETAILS/ANALYSIS:

Below is a snapshot of the monthly statistics for February 2018. Comparison data is also include from prior years for February for new home single family construction and total permitting activity for the month. Attached are the system summary reports breaking out this information further, including the statistics related to the inspection activity.

	<u>2018</u>	<u>2017</u>	<u>2016</u>
New Homes	21	25	12
Total Valuation	\$7,857,107	\$9,241,611	\$4,635,932
Average Home Value	\$374,147	\$369,664	\$386,327
Total Permit Valuation YTD	\$16,094,393	\$20,297,310	\$13,751,808
Total Residential Units YTD	36	46	20

FISCAL IMPACT:

None

OPTIONS:

RECOMMENDATION:

Motion to accept the February 2018 monthly building permit report as presented.

ATTACHMENTS:

1. Valuation Report
2. Permits Issued & Fees Report
3. Inspection statistic report for February 2018
4. YTD Building Department Revenue Report

CITY OF LAKE ELMO
Valuation Report - Summary

Issued Date From: 2/1/2018 To: 2/28/2018

Permit Type: All Property Type: All Construction Type: All

Include YTD: Yes

Permit Kind	Permit Count	Valuation	Dwell Units	
Permit Type: BUILDING				
COMMERCIAL TENNANT SPACE REMODEL	1	\$1,151,650.00	0	
SINGLE FAMILY BASEMENT FINISH	1	\$41,000.00	0	
SINGLE FAMILY DOOR	2	\$27,440.00	0	
SINGLE FAMILY EGRESS WINDOW	1	\$1,200.00	0	
SINGLE FAMILY NEW CONSTRUCTION	21	\$7,857,107.00	0	
SINGLE FAMILY REMODEL	3	\$205,225.35	0	
SINGLE FAMILY ROOFING	1	\$18,000.00	0	
SINGLE FAMILY SIDING	7	\$70,700.00	0	
SINGLE FAMILY WINDOWS	4	\$111,912.00	0	
Permit Type: BUILDING - Total	Period	41	\$9,484,234.35	0
	YTD	70	\$16,094,393.35	0
Report Total:	Period	41	\$9,484,234.35	0
	YTD	70	\$16,094,393.35	0

CITY OF LAKE ELMO
Permits Issued & Fees Report - Summary
Issued Date From: 2/1/2018 To: 2/28/2018
Permit Type: All Property Type: All Construction Type: All
Include YTD: Yes Status: Not Voided

Permit Kind	Permit Count	Dwell Units	Valuation	Revenue	Plan Check	State Surcharge	Park Fees	SAC Units	SAC Fees	Total Fees
Permit Type: BUILDING										
COMMERCIAL TENNANT SPACE REMODEL										
Period	1	0	1,151,650.00	8,746.70	4,717.47	555.20				14,019.37
YTD	2	0	1,226,650.00	10,209.60	5,351.48	592.70				16,153.78
SINGLE FAMILY ADDITION										
Period	0									
YTD	1	0	120,000.00	1,741.65	859.07	60.00				2,660.72
SINGLE FAMILY ATTACHED REMODEL										
Period	0									
YTD	1	0	40,000.00	1,104.00	418.60	20.00				1,542.60
SINGLE FAMILY BASEMENT FINISH										
Period	1	0	41,000.00	836.00	426.40	20.50				1,282.90
YTD	2	0	66,000.00	1,300.15	728.10	33.00				2,061.25
SINGLE FAMILY DECK										
Period	0									
YTD	2	0	36,000.00	696.60	452.79	18.00				1,167.39
SINGLE FAMILY DEMOLITION										
Period	1	0		200.00		1.00	0.00			201.00
YTD	1	0		200.00		1.00	0.00			201.00
SINGLE FAMILY DOOR										
Period	2	0	27,440.00	564.20		13.72				577.92
YTD	2	0	27,440.00	564.20		13.72				577.92
SINGLE FAMILY EGRESS WINDOW										
Period	1	0	1,200.00	53.90		0.60				54.50
YTD	1	0	1,200.00	53.90		0.60				54.50
SINGLE FAMILY NEW CONSTRUCTION										
Period	21	0	7,857,107.00	79,138.40	40,697.10	3,920.05	42,000.00	20	69,700.00	264,566.05

Permit Kind	Permit Count	Dwell Units	Valuation	Revenue	Plan Check	State Surcharge	Park Fees	SAC Units	SAC Fees	Total Fees	
Permit Type: BUILDING											
SINGLE FAMILY REMODEL	YTD	36	0	14,049,570.00	140,114.40	72,541.24	7,016.28	72,000.00	35	121,975.00	464,507.42
	Period	3	0	205,225.35	2,796.55	1,343.91	102.61				4,243.07
	YTD	6	0	288,225.35	4,659.20	2,281.63	144.11				7,084.94
SINGLE FAMILY ROOFING											
	Period	1	0	18,000.00	348.30		9.00				357.30
	YTD	2	0	33,710.00	663.50		16.85				680.35
SINGLE FAMILY SIDING											
	Period	7	0	70,700.00	1,544.40		35.35				1,579.75
	YTD	10	0	92,000.00	2,035.55		46.00				2,081.55
SINGLE FAMILY WINDOWS											
	Period	4	0	111,912.00	1,843.80		55.96				1,899.76
	YTD	5	0	113,598.00	1,916.20		56.80				1,973.00
Permit Type: BUILDING - Totals											
	Period	42	0	9,484,234.35	96,072.25	47,184.88	4,713.99	42,000.00	20	69,700.00	288,781.62
	YTD	71	0	16,094,393.35	165,258.95	82,632.91	8,019.06	72,000.00	35	121,975.00	500,746.42
Permit Type: MECHANICAL											
COMMERCIAL HVAC											
	Period	0									
	YTD	1	0		60.00		1.00				61.00
MANUFACTURED HOME HVAC											
	Period	1	0		60.00		1.00				61.00
	YTD	3	0		300.00		3.00				303.00
SINGLE FAMILY FIREPLACE											
	Period	2	0		120.00		2.00				122.00
	YTD	3	0		240.00		3.00				243.00
SINGLE FAMILY HVAC											
	Period	9	0		601.00		9.00				610.00
	YTD	21	0		1,560.00		21.00				1,581.00

Permit Kind	Permit Count	Dwell Units	Valuation	Revenue	Plan Check	State Surcharge	Park Fees	SAC Units	SAC Fees	Total Fees
Permit Type: MECHANICAL - Totals										
Period	12	0		781.00		12.00				793.00
YTD	28	0		2,160.00		28.00				2,188.00
Permit Type: PLUMBING										
SINGLE FAMILY FIXTURE INSTALLATION / APPLIANCE										
Period	2	0		300.00		2.00				302.00
YTD	3	0		360.00		3.00				363.00
SINGLE FAMILY SEWER CONNECTION										
Period	0									
YTD	4	0		1,740.00		3.00		4	12,452.00	14,195.00
SINGLE FAMILY WATER CONNECTION										
Period	0									
YTD	1	0		1,000.00						10,150.00
SINGLE FAMILY WATER HEATER										
Period	0									
YTD	2	0		120.00		2.00				122.00
SINGLE FAMILY WATER SOFTNER										
Period	11	0		660.00		11.00				671.00
YTD	16	0		959.00		16.00				975.00
Permit Type: PLUMBING - Totals										
Period	13	0		960.00		13.00				973.00
YTD	26	0		4,179.00		24.00		4	12,452.00	25,805.00
Permit Type: SPRINKLER AND ALARM										
COMMERCIAL NEW CONSTRUCTION										
Period	1	0		320.00		8.00				328.00
YTD	1	0		320.00		8.00				328.00
Permit Type: SPRINKLER AND ALARM - Totals										
Period	1	0		320.00		8.00				328.00

Permit Kind	Permit Count	Dwell Units	Valuation	Revenue	Plan Check	State Surcharge	Park Fees	SAC Units	SAC Fees	Total Fees	
	YTD	1	0		320.00		8.00			328.00	
Report Total	Period	68	0	\$9,484,234.35	98,133.25	47,184.88	4,746.99	42,000.00	20	69,700.00	290,875.62
	YTD	126	0	\$16,094,393.35	171,917.95	82,632.91	8,079.06	72,000.00	39	134,427.00	529,067.42

CITY OF LAKE ELMO
Inspection Statistics Report - Detail
Actual Date From: 2/1/2018 To: 2/28/2018
Permit Type: All Property Type: All Construction Type: All

Inspection Type	Pass	Fail	No Status	Reinsp	Period Total	YTD Total
ABOVE CEILING	0	0	0	0	0	1
ACCESSIBILITY	1	0	0	0	1	1
AIRTEST	0	0	0	0	0	2
BUILDING FINAL	38	7	0	5	45	67
DECK FINAL	1	0	0	0	1	1
ELECTRICAL FINAL	12	0	0	0	12	25
ELECTRICAL ROUGH IN	0	0	0	0	0	3
EMERGENCY LIGHTING	1	0	0	0	1	1
ESCROW FINAL	1	0	0	1	1	2
FIRE ALARM FINAL	0	0	0	0	0	1
FINAL	1	0	0	0	1	5
FIREPLACE ROUGH IN	22	3	0	3	25	38
FOOTINGS/SLAB	24	1	0	0	25	37
FIREPLACE FINAL	0	0	0	0	0	2
FRAMING 2	1	0	0	0	1	2
FRAMING	25	5	0	1	30	52
FIRE SEPERATION WALL	10	0	0	0	10	15
FIRE SUPPRESSION FINAL	8	0	0	0	8	8
GASLINE / PRESSURE TEST	24	4	0	2	28	57
HEATING ROUGH 2	1	0	0	0	1	2
HOUSE WRAP	5	0	0	0	5	11
HYDROSTATIC TEST	1	0	0	0	1	1
INSULATION	21	1	0	1	22	41
LATH	30	3	0	2	33	52
HEATING FINAL	42	6	0	4	48	80
HEATING ROUGH IN	22	3	0	2	25	50
FIRE SPRINKLER ROUGH	0	0	0	0	0	5
PLUMBING FINAL	43	4	0	2	47	93
PLUMBING ROUGH IN	29	0	0	1	29	47
PLUMBING ROUGH 2	0	0	0	0	0	3
PLUMBING UNDERGROUND	22	0	0	0	22	37
PLUMBING VISUAL	1	0	0	0	1	2
POLY/UNDER SLAB	19	0	0	0	19	33
POURED WALL	19	0	0	0	19	27
RADON UNDERGROUND	7	0	0	0	7	21
ROOFING FINAL	2	0	0	0	2	12
ICE & WATER	5	0	0	0	5	9
SEWER & WATER	10	0	0	0	10	14
SEWER	0	0	0	0	0	3
SIDING FINAL	6	0	0	0	6	11
SILT FENCE	1	0	0	0	1	16
SPRINKLER FINAL	1	0	0	0	1	3
SPRINKLER ROUGH IN	0	0	0	0	0	2
VISUAL	1	0	0	0	1	2
WINDOW REPLACEMENT	3	0	0	0	3	8
WATERPROOF / DRAINTILE	13	1	0	0	14	21
WEATHER RESISTIVE BARRIER	19	0	0	0	19	32
Report Totals	492	38	0	24	530	958



STAFF REPORT

DATE: March 20, 2018

CONSENT

ITEM #: 6

TO: City Council

FROM: Greg Malmquist, Fire Chief

AGENDA ITEM: Month End Fire Department Update for February 2018

REVIEWED BY: Kristina Handt, City Administrator

ISSUE BEFORE COUNCIL: Review month end activity update from fire department. Advise on any additional information requested.

PROPOSAL DETAILS/ANALYSIS:

We had 28 calls in February:

3	Fire Alarms
1	Dispatched and Cancelled en route
19	Medicals
2	Gas leaks
3	Motor vehicle accidents with injuries
28	Total

A Command vehicle did not respond on 9 calls for a response rate of 75%. Our average response time was 7.5 minutes from alarm to arrival. 15 calls had 3 or less responders minus the Duty Officer with 4 calls having only 1 personnel on the first due apparatus. 8 calls this month had only shift personnel for responders.

Safe Haven suffered a bit of a setback due to issues with the post office forwarding from the Fire Department to City Hall. We have also been informed the grant fell through for the Fire Stops. It is not all bad news though. Through some media notices along with the word of mouth, the program is getting talked about. Hopefully, that transitions into what it was intended to be.

The Substitute fire fighters have started to fill in a few open shifts as needed. This has already proven to be a valuable asset for the sake of guaranteed coverage for the part time shifts.

Drills for the Month:

- #1- CEU – Power Tools
- #2 – Quarterly Region's EMS

We also had personnel active with several activities this past month such as the Washington County Fire Investigations Team, Truck Committee, and the Washington County Active Shooter training program (C.I.R.A.S.).



STAFF REPORT

DATE: March 20, 2018

CONSENT

ITEM # 7

AGENDA ITEM: 2017 Street Improvements - Change Order No. 3

SUBMITTED BY: Jack Griffin, City Engineer

REVIEWED BY: Kristina Handt, City Administrator
Chad Isakson, Project Engineer

ISSUE BEFORE COUNCIL: Should the City Council approve Change Order No. 3 for the 2017 Street Improvements?

BACKGROUND: Hardrives, Inc. was awarded a construction contract to complete the 2017 Street Improvements on May 16, 2017. At this time the work has been completed. Engineering is working with the contractor to close out the project.

PROPOSAL DETAILS/ANALYSIS: Hardrives, Inc. has submitted a change order to address five changes requested by the City as follows:

1. Adjust manhole 307-4 to align with the new concrete curb and gutter.
2. Sawcut, excavate, and correct roadway settlements due to failed subgrades.
3. Install special castings on two storm sewer structures to match curb type installed.
4. Drainage corrections at 9455 55th Street to adjust landscaped area with new street grades.
5. Sawcut driveways for expanded driveway transitions.

FISCAL IMPACT: This change order will increase the contract in the amount of \$12,774.61 bringing the revised construction contract to \$1,078,892.96. With this change order the project remains within the authorized project budget and contingencies.

RECOMMENDATION: Staff is recommending that the City Council approve, *as part of the Consent Agenda*, Change Order No. 3 for the 2017 Street Improvements. If removed from the consent agenda, the recommended motion for the action is as follows:

“Move to approve Change Order No. 3 for the 2017 Street Improvements, thereby increasing the contract amount by \$12,774.61”.

ATTACHMENTS:

1. Change Order No. 3.

CONTRACT CHANGE ORDER FORM

CITY OF LAKE ELMO, MINNESOTA
2017 STREET IMPROVEMENTS
PROJECT NO. 2016.135

FOCUS ENGINEERING, inc.

CHANGE ORDER NO. 3

DATE: March 12, 2018

TO: HARDRIVES, INC. 14475 QUIRAM DRIVE ROGERS, MN 55374

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

CHANGE ORDER DESCRIPTION / JUSTIFICATION:

This change order is being processed at the direction of the City to amend the Contract to complete additional work as follows:

- 1) Adjust manhole 307-4 to align with new curb and gutter.
- 2) Sawcut, excavate, and correct roadway settlements due to failed subgrades.
- 3) Install special castings on two storm sewer structures to match curb type installed.
- 4) Drainage corrections at 9455 55th Street to adjust landscaped area with new street grades.
- 5) Driveway sawcuts for expanded driveway transistions.

Attachments (list documents supporting change): Itemization

ITEM	DESCRIPTION OF PAY ITEM	UNIT	QTY	UNIT PRICE	INCREASE/(DECREASE)
	**See attached itemization				\$12,774.61
NET CONTRACT CHANGE					\$12,774.61

Amount of Original Contract	\$	1,038,206.14
Sum of Additions/Deductions approved to date (CO Nos. 1, 2)	\$	27,912.21
Contract Amount to date	\$	1,066,118.35
Amount of this Change Order (ADD) (DEDUCT) (NO CHANGE)	\$	12,774.61
Revised Contract Amount	\$	1,078,892.96

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

APPROVED BY ENGINEER: FOCUS Engineering, inc.



ENGINEER

3/13/2018

DATE

APPROVED BY CONTRACTOR



BY

3/13/18

DATE

APPROVED BY OWNER: CITY OF LAKE ELMO, MINNESOTA

BY

DATE

BY

DATE

CHANGE ORDER NO. 3

2017 STREET IMPROVEMENTS
CITY OF LAKE ELMO, MINNESOTA
PROJECT NO. 2016.135



ITEM	DESCRIPTION OF PAY ITEM	UNIT	CHANGE ORDER			DESCRIPTION / JUSTIFICATION
			QUANTITY	UNIT PRICE	AMOUNT	
CO3-1	MODIFY STORM SEWER STRUCTURE	LS	1.0	\$4,226.75	\$4,226.75	Adjust manhole 307-4 to align with new curb.
CO3-2	EXCAVATE AND REPAIR ROADWAY SETTLEMENTS	LS	1.0	\$5,658.50	\$5,658.50	Sawcut, excavate, and correct roadway settlements due to failed subgrades.
CO3-3	FURNISH AND INSTALL SPECIAL STORM SEWER CASTINGS	EA	2.0	\$312.55	\$625.10	Special order castings to accommodate curb and gutter type.
CO3-4	REMOVE AND REPLACE ROCK TO RAISE BOULEVARD GRADES	LS	1.0	\$1,542.51	\$1,542.51	Drainage corrections at 9455 55th Street to adjust landscaped area with new street grades.
CO3-5	MOBILIZE AND SAWCUT DRIVEWAYS	LS	1.0	\$721.75	\$721.75	Driveway sawcuts for expanded driveway transistions.

TOTALS - CHANGE ORDER NO. 3 \$12,774.61



STAFF REPORT

DATE: March 20, 2018
CONSENT #8

AGENDA ITEM: 2017 Street Improvements – Pay Request No. 5

SUBMITTED BY: Chad Isakson, Project Engineer

REVIEWED BY: Kristina Handt, City Administrator
Jack Griffin, City Engineer

ISSUE BEFORE COUNCIL: Should the City Council approve Pay Request No. 5 for the 2017 Street Improvements?

BACKGROUND: Hardrives, Inc. was awarded a construction contract on May 16, 2017 to complete the 2017 Street Improvements project. At this time the work has been completed. Engineering is working with the contractor to close out the project.

PROPOSAL DETAILS/ANALYSIS: Hardrives, Inc., has submitted Partial Pay Request No. 5 in the amount of \$20,505.35. The request has been reviewed and payment is recommended in the amount requested. In accordance with the contract documents, the City has retained 5% of the total work completed. The amount retained is \$50,340.16.

FISCAL IMPACT: None. Partial payment is proposed in accordance with the Contract for the project. Payment remains within the authorized scope and budget.



RECOMMENDATION: Staff is recommending that the City Council approve, *as part of the Consent Agenda*, Pay Request No. 5 for the 2017 Street Improvements. If removed from the consent agenda, the recommended motion for the action is as follows:

“Move to approve Pay Request No. 5 to Hardrives, Inc. in the amount of \$20,505.35 for the 2017 Street Improvements project”.

ATTACHMENTS:

1. Partial Pay Estimate No. 5.

PROJECT PAY FORM

PARTIAL PAY ESTIMATE NO. <u>5</u>			FOCUS ENGINEERING, inc.		
2017 STREET IMPROVEMENTS PROJECT NO. 2016.135			PERIOD OF ESTIMATE FROM <u>11/1/2017</u> TO <u>3/1/2018</u>		
PROJECT OWNER: CITY OF LAKE ELMO 3800 LAVERNE AVENUE NORTH LAKE ELMO, MN 55042 ATTN: JACK GRIFFIN, CITY ENGINEER			CONTRACTOR: HARDRIVES, INC. 14475 QUIRAM DRIVE ROGERS, MN 55374 ATTN: NATHAN LINDBERG, PROJECT MANAGER		
CONTRACT CHANGE ORDER SUMMARY			PAY ESTIMATE SUMMARY		
No.	Approval Date	Amount			
		Additions	Deductions		
1	8/1/2017	\$15,742.25		1. Original Contract Amount	\$1,038,206.14
2	9/19/2017	\$12,169.96		2. Net Change Order Sum	\$27,912.21
				3. Revised Contract (1+2)	\$1,066,118.35
				4. *Work Completed	\$1,006,803.20
				5. *Stored Materials	\$0.00
				6. Subtotal (4+5)	\$1,006,803.20
				7. Retainage* <u>5.0%</u>	\$50,340.16
				8. Previous Payments	\$935,957.69
TOTALS		\$27,912.21	\$0.00	9. Amount Due (6-7-8)	\$20,505.35
NET CHANGE		\$27,912.21		*Detailed Breakdown Attached	
CONTRACT TIME					
START DATE: <u>6/12/2017</u>		ORIGINAL DAYS <u>137</u>		ON SCHEDULE YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	
SUBSTANTIAL COMPLETION: <u>9/22/2017</u>		REVISED DAYS <u>0</u>			
FINAL COMPLETION: <u>10/27/2017</u>		REMAINING <u>-125</u>			
ENGINEER'S CERTIFICATION: The undersigned certifies that the work has been reviewed and to the best of their knowledge and belief, the quantities shown in this estimate are correct and the work has been performed in accordance with the contract documents.				FOCUS Engineering, inc.  ENGINEER <u>3/12/2018</u> DATE	
CONTRACTOR'S CERTIFICATION: The undersigned Contractor certifies that to the best of their knowledge, information and belief the work covered by this payment estimate has been completed in accordance with the contract documents, that all amounts have been paid by the contractor for work for which previous payment estimates was issued and payments received from the owner, and that current payment shown herein is now due.				CONTRACTOR  BY <u>3/13/18</u> DATE	
APPROVED BY OWNER: CITY OF LAKE ELMO, MINNESOTA					
BY _____			BY _____		
DATE _____			DATE _____		

2017 STREET IMPROVEMENTS
CITY OF LAKE ELMO, MINNESOTA
PROJECT NO. 2016.135

ITEM	DESCRIPTION OF PAY ITEM	UNIT	CONTRACT			THIS PERIOD		TOTAL TO DATE	
			QUANTITY	UNIT PRICE	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT
DIVISION 1 - GENERAL									
1	MOBILIZATION	LS	1	\$4,226.26	\$4,226.26	0.00	\$0.00	1.00	\$4,226.26
2	TRAFFIC CONTROL	LS	1	\$1,890.12	\$1,890.12	0.00	\$0.00	1.00	\$1,890.12
3	SILT FENCE	LF	180	\$2.63	\$473.40	0.00	\$0.00	220.00	\$578.60
4	INLET PROTECTION	EA	39	\$90.00	\$3,510.00	23.00	\$2,070.00	60.00	\$5,400.00
5	CLEAR TREE	EA	11	\$231.01	\$2,541.11	0.00	\$0.00	15.00	\$3,465.15
6	GRUB TREE	EA	11	\$126.01	\$1,386.11	0.00	\$0.00	15.00	\$1,890.15
7	IMPORT AND PLACE TOPSOIL BORROW	CY	2,080	\$10.00	\$20,800.00	1,170.00	\$11,700.00	1,170.00	\$11,700.00
8	SODDING	SY	10,330	\$4.40	\$45,452.00	0.00	\$0.00	7,175.00	\$31,570.00
9	SEED, MULCH, & FERTILIZER	SY	2,140	\$1.95	\$4,173.00	0.00	\$0.00	2,851.00	\$5,559.45
10	REINSTALL PROPERTY CORNER	EA	10	\$472.53	\$4,725.30	0.00	\$0.00	0.00	\$0.00
SUBTOTAL - DIVISION 1			\$89,177.30			\$13,770.00		\$66,279.73	
DIVISION 2 - STORM SEWER IMPROVEMENTS									
1	REMOVE & DISPOSE OF EXISTING STORM SEWER (ALL SIZES AND TYPES, INCL. END SECT	LF	281	\$5.25	\$1,475.25	0.00	\$0.00	273.00	\$1,433.25
2	REMOVE & DISPOSE OF EXISTING STORM SEWER STRUCTURE	EA	12	\$420.02	\$5,040.24	0.00	\$0.00	13.00	\$5,460.26
3	REMOVE & DISPOSE OF ENERGY DISSIPATION STRUCTURE	EA	1	\$420.02	\$420.02	0.00	\$0.00	1.00	\$420.02
4	REMOVE CATCH BASIN CASTING	EA	13	\$159.82	\$2,077.66	0.00	\$0.00	13.00	\$2,077.66
5	R-3067 CATCH BASIN CASTING	EA	13	\$659.11	\$8,568.43	0.00	\$0.00	13.00	\$8,568.43
6	12" RCP STORM SEWER PIPE	LF	66	\$31.50	\$2,079.00	0.00	\$0.00	98.00	\$3,087.00
7	15" RCP STORM SEWER PIPE	LF	1,773	\$32.55	\$57,711.15	0.00	\$0.00	1,772.00	\$57,678.60
8	18" RCP STORM SEWER PIPE	LF	20	\$60.90	\$1,218.00	0.00	\$0.00	16.00	\$974.40
9	15" FLARED END SECTION	EA	5	\$945.06	\$4,725.30	0.00	\$0.00	4.00	\$3,780.24
10	18" FLARED END SECTION	EA	1	\$2,205.12	\$2,205.12	0.00	\$0.00	1.00	\$2,205.12
11	CATCH BASIN TYPE 404	EA	4	\$1,732.60	\$6,930.40	0.00	\$0.00	6.00	\$10,395.60
12	CATCH BASIN/MANHOLE TYPE 406	EA	17	\$2,058.11	\$34,987.87	0.00	\$0.00	18.00	\$37,045.98
13	RIP RAP INCL. GEOTEXTILE	CY	39	\$89.25	\$3,480.75	0.00	\$0.00	38.30	\$3,418.28
14	GRADE TO DRAIN	LF	220	\$17.85	\$3,927.00	0.00	\$0.00	335.00	\$5,979.75
SUBTOTAL - DIVISION 2			\$134,846.19			\$0.00		\$142,524.59	
DIVISION 3 - STREET IMPROVEMENTS									
1	SAWCUT BITUMINOUS OR CONCRETE	LF	310	\$1.00	\$310.00	0.00	\$0.00	310.00	\$310.00
2	REMOVE & DISPOSE OF EXISTING CONCRETE CURB AND GUTTER, ALL TYPES	LF	130	\$1.65	\$214.50	0.00	\$0.00	161.00	\$265.65
3	REMOVE & DISPOSE OF EXISTING BITUMINOUS PAVEMENT (DRIVEWAY)	SY	680	\$4.12	\$2,801.60	20.00	\$82.40	650.00	\$2,678.00
4	REMOVE & DISPOSE OF EXISTING CONCRETE PAVEMENT (DRIVEWAY)	SY	220	\$7.49	\$1,647.80	0.00	\$0.00	196.00	\$1,468.04
5	RECLAIM EXISTING BITUMINOUS AND BASE MATERIALS (8" DEPTH INCL. BIT. CURB) (P)	SY	41,776	\$1.35	\$56,397.60	0.00	\$0.00	41,776.00	\$56,397.60
6	HAUL OUT EXCESS RECLAIMED MATERIAL (LV)	CY	4,062	\$9.47	\$38,467.14	0.00	\$0.00	3,721.00	\$35,237.87
7	2' AGGREGATE SHOULDERING	LF	3,174	\$1.01	\$3,205.74	3,174.00	\$3,205.74	3,174.00	\$3,205.74
8	SUBGRADE CORRECTION	CY	370	\$0.01	\$3.70	0.00	\$0.00	349.00	\$3.49
9	SUBGRADE PREPARATION OF RECLAIMED SURFACE (P)	RS	121	\$250.00	\$30,250.00	0.00	\$0.00	121.00	\$30,250.00
10	BITUMINOUS DRIVEWAY PAVEMENT	SY	893	\$18.00	\$16,074.00	130.00	\$2,340.00	760.00	\$13,680.00
11	BITUMINOUS NON-WEARING COURSE	TN	4,380	\$48.75	\$213,525.00	44.85	\$2,186.44	4,172.56	\$203,412.30
12	BITUMINOUS WEARING COURSE	TN	3,290	\$51.45	\$169,270.50	0.00	\$0.00	2,837.39	\$145,983.72
13	BITUMINOUS MATERIAL FOR TACK COAT	GAL	2,020	\$1.25	\$2,525.00	0.00	\$0.00	200.00	\$250.00
14	SAW AND SEAL STREET (40' INTERVALS)	LF	9,560	\$2.60	\$24,856.00	0.00	\$0.00	9,560.00	\$24,856.00
15	CONCRETE CURB AND GUTTER, ALL TYPES	LF	20,997	\$10.25	\$215,219.25	0.00	\$0.00	20,939.00	\$214,624.75
16	6" CONCRETE FLUME (ALL TYPES)	EA	3	\$523.98	\$1,571.94	0.00	\$0.00	3.00	\$1,571.94
17	6" CONCRETE DIRVEWAY PAVEMENT	SY	220	\$50.61	\$11,134.20	0.00	\$0.00	222.78	\$11,274.90
18	4" PERFORATED PVC EDGE DRAIN	LF	2,000	\$9.60	\$19,200.00	0.00	\$0.00	1,830.00	\$17,568.00
19	DRAINTILE CLEANOUT	EA	20	\$230.00	\$4,600.00	0.00	\$0.00	18.00	\$4,140.00
20	MANHOLE UPPER SECTION REHABILITATION	EA	2	\$1,454.34	\$2,908.68	0.00	\$0.00	2.00	\$2,908.68
SUBTOTAL - DIVISION 3			\$814,182.65			\$7,814.58		\$770,086.67	

TOTALS - BASE CONTRACT**\$1,038,206.14****\$21,584.58****\$978,890.99****CHANGE ORDER NO. 1**

CO1-1	MOBILIZATION	LS	1.0	\$2,400.00	\$2,400.00	0.00	\$0.00	1.0	\$2,400.00
CO1-2	REMOVE STORM SEWER	LF	54.0	\$5.25	\$283.50	0.00	\$0.00	54.0	\$283.50
CO1-3	18-INCH RCP STORM SEWER	LF	54.0	\$60.90	\$3,288.60	0.00	\$0.00	54.0	\$3,288.60
CO1-4	18-INCH FES W/ TRASHGUARD	EA	1.0	\$2,205.15	\$2,205.15	0.00	\$0.00	1.0	\$2,205.15
CO1-5	CONNECT TO EXISTING STRUCTURE	EA	1.0	\$700.00	\$700.00	0.00	\$0.00	1.0	\$700.00
CO1-6	CULVERT 305-1 EXTENSION	LS	1.0	\$3,150.00	\$3,150.00	0.00	\$0.00	1.0	\$3,150.00
CO1-7	CULVERT 306-1 EXTENSION	LS	1.0	\$3,715.00	\$3,715.00	0.00	\$0.00	1.0	\$3,715.00

ITEM	DESCRIPTION OF PAY ITEM	UNIT	CONTRACT			THIS PERIOD		TOTAL TO DATE	
			QUANTITY	UNIT PRICE	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT
TOTALS - CHANGE ORDER NO. 1					\$15,742.25		\$0.00		\$15,742.25
CHANGE ORDER NO. 2									
CO2-1	CONCRETE CURB STRING LINE ADJUSTMENTS	HR	64.0	\$90.64	\$5,800.96	0.00	\$0.00	64.0	\$5,800.96
CO2-2	CONCRETE VALLEY GUTTER	SF	300.0	\$6.88	\$2,064.00	0.00	\$0.00	300.0	\$2,064.00
CO2-3	STOCKPILE EXCESS RECLAIM AT PUBLIC WORKS	HR	20.5	\$210.00	\$4,305.00	0.00	\$0.00	20.5	\$4,305.00
TOTALS - CHANGE ORDER NO. 2					\$12,169.96		\$0.00		\$12,169.96
TOTALS - REVISED CONTRACT					\$1,066,118.35		\$21,584.58		\$1,006,803.20



STAFF REPORT

DATE: March 20, 2018
CONSENT #9

AGENDA ITEM: Assessment of Service Charges and Nuisance Abatement Ordinance
SUBMITTED BY: Kristina Handt, City Administrator

BACKGROUND:

In an effort to continue to improve our efficiency in dealing with nuisance properties, staff asked the City Attorney to draft an ordinance to allow the city to charge for nuisance removal and allow for assessment of those charges if they are not paid after billing. The last section in the ordinance amendment also looks to streamline the process in addressing nuisances by allowing the Building Official to abate the nuisance after providing notice to the property owner rather than having to wait for Council action.

ISSUE BEFORE COUNCIL:

Should the Council approve an ordinance to allow the assessment of charges for services and nuisance abatements?

PROPOSAL:

The first section of the proposed ordinance amendments would allow the city to charge certain services as allowed under state statute. Statute requires that the city first adopt an ordinance in order to do so. While there may be some items that the city will likely never use (pedestrian skyway for example) they are included in case anything should change in the future.

The second section of the proposed ordinance amendments would allow the city to charge for emergency services. Currently the city bills \$500 for structure fires as it is an allowance built into every insurance policy. If homeowner has no insurance we do not pursue it. While the ordinance mirrors what is currently in statute, staff is not proposing to change our current practices. We are just proposing the ordinance so that we have the proper documentation in place to bill the \$500.

The third section streamlines the process of abating a nuisance by allowing the Building Official to provide notice and then abate it if the property owner has not done so with a specified amount of time. Currently, it takes a majority vote of the City Council to order an abatement which does not allow us to respond as quickly as some members of the public would like us to.

FISCAL IMPACT:

Neutral as the City would be able to recover costs associated with abatement.

RECOMMENDATION:

If removed from the consent agenda:

“Motion to approve Ord No 08-203.”

AND

“Motion to Approve Resolution No 2018-024 Authorizing Summary Publication of Ord No 08-203.”

ATTACHMENTS:

- Ordinance No 08-203
- Resolution No 2018-024

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

ORDINANCE NO. 08-203

**AN ORDINANCE ADDING A NEW SECTION 11.02 TO THE LAKE ELMO CITY
CODE REGARDING SPECIAL ASSESSMENTS FOR SERVICES, ADDING A NEW
SECTION 11.03 TO THE LAKE ELMO CITY CODE REGARDING CHARGES FOR
EMERGENCY AND OTHER SERVICES, AND AMENDING CHAPTER 96 OF THE
LAKE ELMO CITY CODE RELATED TO NUISANCE ABATEMENT**

SECTION 1. The City Council of the City of Lake Elmo hereby adds a new Section 11.02 to the City Code which shall read as follows:

§ 11.02 CURRENT SERVICES; PERSONAL LIABILITY; SPECIAL ASSESSMENTS.

- (A) *Authority.* This section is adopted pursuant to Minnesota Statutes Section 429.101.
- (B) *Application.* This section applies to the following City services:
 - (1) Snow, ice, or rubbish removal from sidewalks;
 - (2) The repair of sidewalks and alleys;
 - (3) Weed elimination from streets or private property;
 - (4) Removal or elimination of public health or safety hazards from private property, excluding any structure included under the provisions of Minnesota Statutes Sections 463.15 to 463.26;
 - (5) Installation or repair of water service lines, street sprinkling or other dust treatment of streets;
 - (6) The trimming and care of trees and the removal of unsound trees from a street;
 - (7) The treatment and removal of insect infested or diseased trees on private property;
 - (8) The operation of a street lighting system;
 - (9) The operation and maintenance of a fire protection system;
 - (10) The operation and maintenance of a pedestrian skyway system;
 - (11) Inspections relating to a City housing maintenance code violation;
 - (12) The recovery of any disbursements under Minnesota Statutes Section 504B.445, subdivision 4, clause (5), including disbursements for payment

of utility bills and other services, even if provided by a third party, necessary to remedy violations as described in Minnesota Statutes Section 504B.445, subdivision 4, clause (2); and

- (13) The recovery of delinquent vacant building registration fees under a City program designed to identify and register vacant buildings.

(C) *Personal liability.* Except as otherwise provided by law, the owner of property on which or adjacent to which a current service has been performed under this section, is personally liable for the cost of the service. As soon as the service has been completed and the cost is determined, the Finance Director or other designated City official will prepare a bill and mail it to the owner and thereupon the amount will be due and payable in the office of the Finance Director.

(D) *Assessment.* On or before September 15th of each year, the Finance Director will list the total unpaid charges for current services against each separate lot or parcel to which they are attributable to under this section. The City Council may then levy the unpaid charges against the property as a special assessment under Minnesota Statutes Section 429.101 and other pertinent statutes, for certification to the county auditor, and collection along with current taxes the following year or in annual installments, not exceeding 10, as the Council determines.

SECTION 2. The City Council of the City of Lake Elmo hereby adds a new Section 11.03 to the City Code which shall read as follows:

§ 11.03 CHARGES FOR EMERGENCY SERVICES; COLLECTION; COLLECTION OF UNPAID SERVICE CHARGES AND FEES.

(A) *Authority.* This section is adopted pursuant to Minnesota Statutes Sections 415.01, 366.011, and 366.012.

(B) *Charges for emergency services; collection.* The City may impose a reasonable service charge for emergency services, including fire, rescue, medical, and related services provided by the City or contracted for by the City. If the service charge remains unpaid for 30 days after a notice of delinquency is sent to the recipient of the service or the recipient's representative or estate, the City or its contractor on behalf of the City may use any lawful means allowed to a private party for collection of an unsecured delinquent debt. The City may also use the authority of Section 11.03 (C) to collect unpaid service charges of this kind from delinquent recipients of services who are owners of taxable property in the City, or areas served by the City for emergency services.

The powers conferred by this section are in addition and supplemental to the powers conferred by any other law for a City to impose a service charge or assessment for a service provided by the City or contracted for by the City.

(C) *Collection of unpaid service charges and fees.* If the City is authorized to impose a service charge or fee on the owner, lessee, or occupant of property, or any of them, for a governmental service provided by the City, the City may certify to the county auditor, on or before October 15th for each year, any unpaid service charges or fees which shall then be collected together with property taxes levied against the property. A charge or fee may be certified to the auditor only if, on or before September 15th, the City has given written notice to the property owner

of its intention to certify the charge or fee to the auditor. The service charges or fees shall be subject to the same penalties, interest, and other conditions provided for the collection of property taxes. This section is in addition to any other law authorizing the collection of unpaid costs and service charges or fees.

SECTION 3. The City Council of the City of Lake Elmo hereby repeals Sections 96.11 and 96.12 of the City Code in their entirety.

SECTION 4. The City Council of the City of Lake Elmo hereby adds a new Section 96.11 to the City Code which shall read as follows:

§ 96.11. NUISANCE ABATEMENT PROCEDURE.

(A) *Notice.* Whenever the City determines that a public nuisance is being maintained or exists on a premises in the City, the Building Official or his or her designed representative may abate the nuisance after providing written notice to the affected record property owner.

(1) The notice shall be given to the affected record property owner by U.S. Mail or personal delivery. Refusal by the recipient to accept the notice shall not constitute a defense that the notice was not received. If the record owner is not able to be found, the City shall attach a copy of the notice or a door hanger with the same information to main entrance door of the principal structure on the property. The notice shall state the following information:

- (a) The date;
- (b) The address or legal description of the property;
- (c) A description of the nuisance and the section or sections of the City Code which was/were violated;
- (d) The steps to be taken in order to abate the nuisance;
- (e) The date by which the nuisance must be abated (grass and weed violations must be abated within five calendar days from the date of the notice);
- (f) That if the nuisance is not abated by the date stated, the City will abate the nuisance and the costs incurred by the City will be charged, and if left unpaid, will be certified to the county auditor for collection with property taxes or specially assessed;
- (g) That the recipient has the right to request a hearing before the City Council and the date the hearing request must be made by; and
- (h) A description of the penalties that may apply if the condition is not corrected.

(B) *Abatement.* If the nuisance is not abated by the date stated in the notice and no hearing has been requested, the City may abate the nuisance. City staff must keep a record of the total cost of the abatement attributable to the property and report the information to the City Administrator.

(C) *Abatement charges.* When the abatement has been completed and the cost determined, the City shall prepare a bill and mail it to the record owner and thereupon the amount shall be immediately due and payable. If the record owner fails to pay the bill, the total charges may be certified by the City to the county auditor for collection with property taxes as set forth in Section 11.03 (C) of this code or specially assessed in accordance with Minnesota Statutes Sections 429.101 and 429.061, whichever may be applicable.

(D) *Emergency abatement.* Nothing in this subchapter shall prevent the City, without notice or other process, from immediately abating any nuisance condition in an emergency situation which poses an imminent and serious hazard to the public health, safety, or welfare. To proceed with immediate abatement, the City official shall determine that a public nuisance exists or is being maintained on the premises and that delay in abatement will unreasonably endanger the public health, safety, or welfare. If at all possible, the City official shall attempt to notify the record owner of the nature of the nuisance and the abatement prior to the abatement. If notification prior to abatement is not possible, the City official shall notify the record owner as soon as practicable after abatement.

SECTION 5. Effective Date. This ordinance shall become effective immediately upon adoption and publication in the official newspaper of the City of Lake Elmo.

SECTION 6. Adoption Date. This Ordinance 08-203 was adopted on this _____ day of ____ 2018, by a vote of ____ Ayes and ____ Nays.

LAKE ELMO CITY COUNCIL

Mike Pearson, Mayor

ATTEST:

Julie Johnson, City Clerk

This Ordinance ____ was published on the ____ day of _____, 2018.

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

RESOLUTION NO. 2018-024

**RESOLUTION AUTHORIZING PUBLICATION OF ORDINANCE 08-203 BY TITLE
AND SUMMARY**

WHEREAS, the City Council of the City of Lake Elmo has adopted Ordinance No. 08-203, an ordinance adding section to the City Code regarding special assessments for services and charges for emergency services and amending Chapter 96 of the Lake Elmo Code regarding nuisance abatement; and

WHEREAS, the ordinance is lengthy; and

WHEREAS, Minnesota Statutes, section 412.191, subd. 4, allows publication by title and summary in the case of lengthy ordinances or those containing charts or maps; and

WHEREAS, the City Council believes that the following summary would clearly inform the public of the intent and effect of the ordinance.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Lake Elmo, that the City Clerk shall cause the following summary of Ordinance No. 08-203 to be published in the official newspaper in lieu of the entire ordinance:

Public Notice

The City Council of the City of Lake Elmo has adopted Ordinance No. 08-203, which makes the following changes to City Code:

- Adds section 11.02 to the City Code which allows the city to charges for services and assess them to the property if not paid.
- Adds section 11.03 to the City Code which allows the City to charge for emergency services.
- Amends Chapter 96 of the City Code to allow the Building Official to abate a nuisance after notice to the property owner.

The full text of Ordinance No. 08-XX is available for inspection at Lake Elmo city hall during regular business hours.

BE IT FURTHER RESOLVED by the City Council of the City of Lake Elmo that the City Administrator keep a copy of the ordinance at City Hall for public inspection and that a full copy of the ordinance be placed in a public location within the City.

Dated: March 20, 2018

Mayor Mike Pearson

ATTEST:

Julie Johnson, City Clerk

(SEAL)

The motion for the adoption of the foregoing resolution was duly seconded by member

_____ and upon vote being taken thereon, the following voted in favor thereof:

and the following voted against same:

Whereupon said resolution was declared duly passed and adopted.



STAFF REPORT

DATE: March 20, 2018

CONSENT

ITEM #: 10

TO: City Council

FROM: Greg Malmquist, Fire Chief

AGENDA ITEM: Approval of Cooperative Agreement with Washington County for BoldPlanning Software

REVIEWED BY: Kristina Handt, City Administrator

BACKGROUND: Through the utilization of FEMA Urban Area Security Initiative (UASI) funding, the Washington County Sheriffs Office, Emergency Management is offering access to Bold Planning software. The software will be available to those cities and townships that are interested in utilizing the cloud-based system for their Emergency Operations Plan (EOP) and/or Continuity of Operations Plan (COOP).

Benefits to us:

- The county has grant funding to pay for the annual maintenance fee AND an initial training session with BoldPlanning.
- Technical assistance from BoldPlanning is included in the fee paid for through the grant.
- Washington County will be entering data for the county Emergency Operations Plan (EOP) into BoldPlanning in 2018 as well. The county, cities, and townships can try to collaborate on areas of service that overlap.
- The cloud-based system makes it significantly easier to keep a plan updated and available to those who need access.

ISSUE BEFORE COUNCIL: Should the Council approve the cooperative agreement between Washington County and various municipalities within the county for the purpose of allowing said municipalities access to and utilization of bold planning software?

PROPOSAL DETAILS/ANALYSIS: This program affords us the opportunity to take a more regional approach to updating and maintaining our required plans. We will now have the ability to share and gather this information internally between City Departments and externally amongst various agencies. Including the ability to review other plans at any time and to avoid "reinventing the wheel".

FISCAL IMPACT: \$0, unless the grant funding stops or the County opts to stop funding. If this occurs, the City would have the option to continue on their own, or discontinue utilization of the software.

OPTIONS:

- 1) Approval Agreement
- 2) Deny approval

RECOMMENDATION: Approve Washington County Cooperative Agreement #11607 for allowing access to and utilization of BoldPlanning Software.

ATTACHMENTS: Copy of cooperative agreement #11607

WASHINGTON COUNTY	
Contract #	11607
Dept	Sheriff
Term	2/27/18 - 12/31/40

**COOPERATIVE AGREEMENT BETWEEN
WASHINGTON COUNTY AND VARIOUS MUNICIPALITIES WITHIN THE COUNTY
FOR THE PURPOSE OF ALLOWING SAID MUNICIPALITIES ACCESS TO AND
UTILIZATION OF BOLDPLANNING SOFTWARE**

This Cooperative Agreement is entered into by and between the County of Washington, State of Minnesota (hereinafter "County") and the undersigned cities and towns in the County (hereinafter "municipality or municipalities") in order for the County to provide access to BoldPlanning software to the municipalities.

WHEREAS, the County has a contract with BoldPlanning to utilize their software for hosting the Washington County Continuity of Operations Plan (COOP) and the Emergency Operations Plan (EOP); and

WHEREAS, the County contract with BoldPlanning lists thirty-one cities and townships in Washington County in order to provide an opportunity for the cities and townships listed to host their Continuity of Operations Plans (COOP) and Emergency Operations Plans (EOP) within the software; and

WHEREAS, the use of the software by the municipalities will enhance the health, safety and welfare of its residents and, therefore, serves a public purpose; and

WHEREAS, the undersigned cities and towns in Washington County wish to avail themselves of said software; and

NOW, THEREFORE, the County and Municipalities (hereinafter "Parties") agree as follows:

I. PURPOSE

- A. The purpose of the Cooperative Agreement is to allow municipalities within Washington County the ability to utilize the BoldPlanning software while Washington County pays for the annual fees associated with that access.

II. TERM OF AGREEMENT

- A. Notwithstanding any provision to the contrary, the County may terminate this Agreement by giving the municipalities 30 day written notice if one or more of the following events occur:
- 1) If the county is terminating the Agreement, notice will be sent to the City Administrator in the case of the Cities and Town Board Supervisor in case of the towns.
 - 2) If a municipality withdraws, the dated withdrawal letter or email shall be sent to the Washington County Emergency Services Manager, or designee.
- B. This Agreement shall commence on March __, 2018 notwithstanding the date of any of the municipalities signature and shall terminate pursuant to section VII.A. and shall terminate pursuant to paragraph VI.A. of this Agreement.

III. COUNTY RESPONSIBILITIES

The County will assume the following responsibilities:

- A. The County shall through its contract with BoldPlanning provide each individual Municipality a subscription to BOLDplanning's EOP and COOP software and services in order that each Municipality may upload and/or enter data relevant to its jurisdiction's COOP and/or EOP.
- B. The County shall provide a designated Emergency Manager for each Municipality with at least "Viewer" access to the Washington County EOP.

- C. The County shall ensure at least one representative from each Municipality has "Admin" level access to the Municipality's specific COOP and/or EOP site.
- D. The County shall ensure that technical assistance is provided through BoldPlanning by identifying this as part of BoldPlanning's contract with the County.

IV. MUNICIPALITIES RESPONSIBILITIES

Each municipality shall be responsible for the following under this agreement:

- A. Each municipality shall provide a current primary contact person's name and contact information for the County. This individual shall be available to answer questions regarding each municipality's plans and use of the BoldPlanning site.
- B. Each municipality shall provide the following County staff positions with, at minimum, "User" level access to their jurisdiction's information within BoldPlanning: Emergency Management Director, Emergency Management Deputy Director, Emergency Management Specialist, a designated acting County EOC Manager, and the County's BoldPlanning Site Administrator and backup Site Administrator.
- C. Each municipality shall certify by January 31st of each year that the plan(s) located within the BoldPlanning software are being kept up-to-date.
- D. Each municipality shall be responsible for entering the applicable information for their Continuity of Operations Plan (COOP) and/or Emergency Operations Plan (EOP) and making any applicable changes to their plans annually, as needed.

- E. Each municipality shall send at least one representative to an introductory training session regarding BoldPlanning's COOP and EOP software.

V. LEGAL REPRESENTATION

The County shall not be responsible to provide the City with legal advice concerning questions of documents within BoldPlanning, and the City will seek such legal advice from its City Attorney.

- A. The County Attorney shall advise and represent the County in its performance of this Agreement.

VI. COST

The County through the Washington County Sheriff's Office - Emergency Management will utilize FEMA Urban Area Security Initiative (UASI) funds to pay BoldPlanning under its contract with BoldPlanning that portion of the County's total annual cost which relates to the municipalities utilization of the BoldPlanning system.

- A. As a condition subsequent to this Agreement, this Agreement may terminate should any one or more of the following events occur:
1. If the UASI funding allocated to Washington County is reduced to \$100,000 or less;
 2. If the Washington County Emergency Management Director finds that the number of communities actively utilizing the BoldPlanning software is such that it does not warrant the continuing use of FEMA grant funding to pay the annual BoldPlanning fees. This may be determined by the population served or the number of communities utilizing the BoldPlanning software, or

3. If for any reason, the County contract with BoldPlanning is terminated.
- B. The County will utilize FEMA Urban Area Security Initiative (UASI) funds to pay BoldPlanning to provide related training once in 2018 or 2019. If after this aforementioned training is provided, additional cities or townships choose to participate in this joint powers endeavor, Washington County will not be obligated to pay for additional training through BoldPlanning.

VII. TERMINATION

Upon termination of this Agreement, all property held pursuant to the Agreement shall be distributed to the Party providing the property.

VIII. DATA PRACTICES

All data created, collected, received, maintained or disseminated for any purpose in the course of this Agreement is governed by the Minnesota Data Practices Act, MINN. STAT. CHAPT. 13, or any rules adopted to implement the Act, and any other applicable state or federal law relating to data privacy.

IX. INDEMNIFICATION

The parties; total liability under this cooperative agreement shall be governed by Minnesota Statute 471.59, subd. 1a.

- A. Each party agrees that it will be responsible for the acts or omissions of its officials, agents, and employees, and the results thereof, in carrying out the terms of this agreement, to the extent authorized by law and shall not be responsible for the acts/omissions of the other parties and the results thereof. For the purposes of determining total liability for damages, the participating governmental units are considered to be a single governmental unit, the total

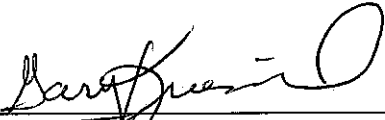
liability of which shall not exceed the limits for a single governmental unit as provided in Minnesota Statute 466.04, subd. 1.

X. ENTIRE AGREEMENT

It is understood and agreed that the entire agreement of the Parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the Parties relating to the subject matter hereof.

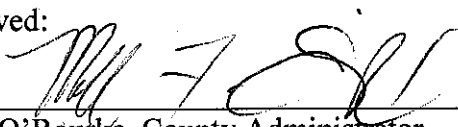
IN WITNESS WHEREOF, the parties have subscribed their names as of the date first written above.

WASHINGTON COUNTY

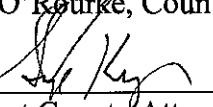
By: 

Gary Kriesel, Chair
Washington County Board of Commissioners

Approved:

By: 

Molly O'Rourke, County Administrator

By: 

Assistant County Attorney

Recommended:

By: _____
Sheriff, Washington County Sheriff's Office



STAFF REPORT

DATE: March 20, 2018

CONSENT

ITEM #: 11

TO: City Council

FROM: Greg Malmquist, Fire Chief

AGENDA ITEM: Accept resignation of Probationary, Part Time Firefighter Kyle Jacket

REVIEWED BY: Kristina Handt, City Administrator

BACKGROUND: Probationary Firefighter Kyle Jacket submitted his letter of resignation on March 2, 2018, effective immediately.

ISSUE BEFORE COUNCIL: Should the Council accept Kyle Jacket's resignation?

PROPOSAL DETAILS/ANALYSIS: Staff recommends accepting Kyle Jacket's resignation.

OPTIONS:

- 1) Accept letter of resignation.
- 2) Do not accept letter of resignation

RECOMMENDATION:

If removed from the consent agenda:

“Move to accept Kyle Jacket's resignation.”

ATTACHMENTS: None



STAFF REPORT

DATE: March 20, 2018
REGULAR
ITEM #: 12

TO: Mayor and City Council
FROM: Greg Malmquist, Fire Chief
AGENDA ITEM: Authorize Advertising for Part Time Firefighters.
REVIEWED BY: Kristina Handt, City Administrator

BACKGROUND:

On July 18, 2017, the City Council approved the hiring of Part Time Firefighters to staff the station, 7 days a week from 6 AM to 6 PM, (2 – 6 hour shifts daily). Staffing would be as follows:

M-F, 6 AM – Noon, 1-Part Time Firefighter + Administrative Assistant from 7 – Noon
M-F, Noon – 6 PM, 2-Part Time Firefighters
Sat/Sun, 6 AM – Noon, 2-Part Time Firefighters
Sat/Sun, Noon – 6 PM, 2-Part Time Firefighters

Since implementation of this staffing, we have struggled to fill all shifts. At the February 7, 2018 Council meeting the Substitute Firefighter position was approved. This utilizes Firefighters from our current Paid on Call ranks to fill shift openings. While this has improved our shift coverage, the recent resignation of one Part Time Firefighter has set us back.

Staff has taken this opportunity to pause and evaluate the staffing with Part Time Firefighters to date and determine what is working, what isn't and what can we improve on? We have also asked the remaining Part Timers to evaluate changes in their availability since being hired and any foreseen changes. Several of them are considering the option of the Substitute Firefighter as a better alternative by allowing them to continue shift work and fit into their current life better.

ISSUE BEFORE COUNCIL:

Should the Council approve authorizing advertising for Part Time Firefighters and creating an eligibility list?

PROPOSAL:

Staff would like to advertise for the hiring of Part Time Firefighters to build an applicant list, to be utilized and valid for one year. This should help us fill current openings and any vacancies that may arise, without the need to go through the entire process again.

FISCAL IMPACT:

There will be no additional wage impact as we will advertise at the current \$17/hour rate. The only additional costs will be for the necessary uniforms and turnout gear.

RECOMMENDATION:

“Move to approve authorize advertising for Part Time Firefighters and creation of an eligibility list.”

ATTACHMENTS: None



STAFF REPORT

DATE: March 20, 2018

CONSENT

ITEM #: 13

AGENDA ITEM: Accept resignation of Tim Strong

SUBMITTED BY: Jake Foster, Assistant City Administrator

BACKGROUND:

Tim Strong has submitted his resignation effective March 15th, 2018. Staff will review the current candidate pool and recommend a replacement hire at a future Council meeting.

ISSUE BEFORE COUNCIL:

Should the Council accept Tim Strong's resignation?

PROPOSAL:

Staff recommends accepting Tim Strong's resignation.

FISCAL IMPACT:

No fiscal impact at this time.

RECOMMENDATION:

If removed from the consent agenda:

"Move to accept Tim Strong's resignation."

ATTACHMENTS:

None



STAFF REPORT

DATE: March 20, 2018
CONSENT #14

AGENDA ITEM: Step Increase, Planning Director
SUBMITTED BY: Kristina Handt, City Administrator

BACKGROUND:

Per the city's Compensation Policy, "A probationary employee may advance to the next pay step after satisfactorily completing six months of employment which meets performance expectations, subject to approval of the City Council... Determination of satisfactory performance must be recommended by the immediate supervisor on forms prescribed by the City Administrator."

Jake Foster was hired as Assistant City Administrator with a start date of September 18, 2017. His probationary period will end March 18, 2018. On March 14th, a probationary performance review was completed, discussed by the employee and City Administrator. The discussion included a review of performance as it relates to the Assistant City Administrator essential functions and sets out goals for the next review period.

ISSUE BEFORE COUNCIL:

Should the Council approve a step increase for Asst. Admin Foster?

PROPOSAL:

I am recommending Foster receive one step increase effective March 18, 2018. He was hired at the grade minimum and would move to step 2 in the non-represented pay plan. Step two is a biweekly pay rate of \$2,231.20.

FISCAL IMPACT:

Employee wage adjustments consistent with the Compensation Policy and Pay Plan were included in the 2018 budget.

RECOMMENDATION:

If removed from the consent agenda:

"Motion to approve a step increase to \$2,231.20 bi weekly for Asst. Admin Foster effective March 18, 2018."

ATTACHMENTS:

- None



STAFF REPORT

DATE: March 20, 2018
CONSENT #15

AGENDA ITEM: Step Increase, City Planner
SUBMITTED BY: Emily Becker, Planning Director

BACKGROUND:

Per the city's Compensation Policy, "A probationary employee may advance to the next pay step after satisfactorily completing six months of employment which meets performance expectations, subject to approval of the City Council... Determination of satisfactory performance must be recommended by the immediate supervisor on forms prescribed by the City Administrator."

Ben Prchal was hired as City Planner effective September 20, 2017. His probationary period will end March 20, 2018. On March 14, 2018, a probationary performance review was completed, discussed by the employee and Planning Director. The discussion included a review of performance as it relates to the City Planner essential functions and sets out goals for the next review period.

ISSUE BEFORE COUNCIL:

Should the Council approve a step increase for Planner Prchal?

PROPOSAL:

I am recommending Planner Prchal receive one step increase effective March 20, 2018. He was hired at the grade minimum (\$26.46/hr.) and would move to step 2 in the non-represented pay plan. Step two is an hourly rate of \$27.89.

FISCAL IMPACT:

Employee wage adjustments consistent with the Compensation Policy and Pay Plan were included in the 2018 budget.

RECOMMENDATION:

If removed from the consent agenda:

"Motion to approve a step increase to \$27.89/hr. for Planner Prchal effective March 20, 2018."

ATTACHMENTS:

- None



STAFF REPORT

DATE: March 20, 2018
CONSENT #16

AGENDA ITEM: Appeal Water Permit Conditions from DNR

SUBMITTED BY: Kristina Handt, City Administrator

BACKGROUND:

On August 30, 2017, Judge Margaret Marrinan ruled in favor of the plaintiffs (White Bear Lake Restoration Association and White Bear Lake Homeowners Association) in their case against the DNR related to the lake levels of White Bear Lake. Her order included restrictions or led to conditions being placed on groundwater permits within a 5 mile radius of White Bear Lake. The first condition (plan to convert to surface water) was placed on the permit in January while the last three conditions were added on March 1, 2018.

ISSUE BEFORE COUNCIL:

Should the City appeal the conditions placed on the MN DNR Water Appropriations Permit?

PROPOSAL DETAILS/ANALYSIS:

The City has 30 days to appeal the conditions placed on the permit. As discussed at the March 13th work session, staff has prepared a letter to demand a hearing and appeal the conditions as allowed under state statute and administrative rules. While the judge has issued a temporary stay of the order, staff still believes it is best to appeal these conditions since they have been placed on the permit. Not doing so would be acquiescing to them.

RECOMMENDATION:

If removed from the consent agenda:

Motion to approve submitting the letter of appeal to the DNR for the recently added water appropriations permit conditions.”

ATTACHMENTS:

- Draft Letter of Appeal



March 20, 2018

Joe Richter
District Appropriations Hydrologist
MN Department of Natural Resources
1200 Warner Road
St. Paul, MN 55106

Re: Water Appropriation Permit Number 1961-1031

Dear Mr. Richter:

The City of Lake Elmo formally objects to the amendments on its Water Appropriation Permit Number 1961-1031 issued by the DNR and demands a hearing. We believe the amendments are arbitrary and capricious and not supported by substantial scientific evidence to support the conclusions. The permit amendments for which the City requests a hearing under Minnesota Statutes section 103G.311, subdivision 5, include:

- Ramsey County District Court Order: 62-CV-13-2414 – Plan to Convert to Surface Water
- Ramsey County District Court Order: 62-CV-13-2414 – Residential Irrigation Ban
- Ramsey County District Court Order: 62-CV-13-2414 – Per Capita Water Use Plan
- Ramsey County District Court Order: 62-CV-13-2414 – Report on Collaborative Efforts

The City believes it is a public authority that is not required to submit a bond or security under Minnesota Statutes section 103G.311, subdivision 6. To the extent that a bond or security may be considered necessary, the City hereby promises to pay the appropriate hearing costs under section 103G.311, subdivision 7, if the order is affirmed without material modification.

Sincerely,

Mike Pearson
Mayor, City of Lake Elmo

Cc: Commissioner Tom Landwehr
Department of Natural Resources
500 Lafayette Road
St. Paul, MN 55155



STAFF REPORT

DATE: 3/20/2018

AGENDA ITEM: 17

TO: City Council
FROM: Emily Becker, Planning Director
ITEM: Wildflower at Lake Elmo 3rd Addition Final Plat and Final PUD Plans
REVIEWED BY: Jack Griffin, City Engineer

BACKGROUND:

Robert Engstrom Companies is requesting approval of final plat, final PUD development plans for the third phase of the Wildflower at Lake Elmo PUD development. The final plat includes 25 single family residential lots located to the east of the second phase and to the northwest of the first phase. Staff is recommending approval of the request subject to compliance with the conditions listed in this report.

PROPOSAL DETAILS/ANALYSIS:

Applicant: Robert Engstrom Companies; 4801 West 81st Street, #101, Bloomington, MN

Property Owners: Robert Engstrom Companies; 4801 West 81st Street, #101, Bloomington, MN

Location: Outlot B, Wildflower at Lake Elmo 2nd Addition, and Outlot P, Wildflower at Lake Elmo 1st Addition

Request: Application for lot Final Plat and Final Planned Unit Development (PUD) Plan approval for the third phase of the Wildflower PUD development. The final plat includes 25 single-family residential lots, and an outlot for future development.

*Existing Land Use/
Zoning:* Vacant outlot and MDR/PUD.

Surrounding: North – vacant outlot and MDR/PUD zoning –; west - Wildflower 2nd Addition and MDR/PUD zoning and Lake Elmo Avenue; south – offices, business park land – VMX – Village Mixed Use; east – Wildflower outlot and open space/Field of St. Croix II subdivision open space – RR and OP zoning.

Comprehensive Plan: Village Medium Density Residential (2.5-4.99 units per acre)/Village Open Space Overlay

History: The property is within the Village Planning Area boundary and municipal sewer service area. The site was historically been used for farming activities. A large portion of the site is located in a FEMA Flood District. The City approved a Comprehensive Plan Amendment in 2014 that removed portions of the site from the open space land category. The City approved a PUD Concept Plan for the property on June 17, 201

4, and a preliminary plat and preliminary PUD plans on April 7, 2015. Wildflower 1st Addition received final plat and PUD plan approval on 7/21/15 and Wildflower 2nd Addition received final plat and PUD plan approval on December 6, 2016. A PUD amendment was processed on June 6, 2017.

Deadline for Action: Application Complete – 2/12/2018
60 Day Deadline – 4/13/2018
Extension Letter Mailed – No
120 Day Deadline – NA

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

Robert Engstrom Companies is requesting approval of a final plat and final PUD plan associated with the second phase of the Wildflower Planned Unit Development (PUD). The proposed final plat will replat the Outlot P, Wildflower at Lake Elmo 1st Addition, 7.89 acres, and Outlot B, Wildflower at Lake Elmo 2nd Addition, 3.62 acres, in to 25 single-family residential lots, of which 12 will be the “garden villa” homes while the remaining 13 will be conservancy lots located on Prairieview Trail. In addition to the 25 single family homes, the final plat and PUD plans include one outlot. Outlot A is 8.3697 acres in size and will be redeveloped into residential lots in the future. The twelve garden villa lots average 0.1607 acres in size with the smallest lot being 0.1405 acres in size and the largest 0.1758 acres in size; the 13 conservancy single family lots average 0.29 acres in size, with the smallest being 0.2975 acres in size and largest being 0.6083 the acres in size. The lots sizes and dimensions are consistent with the preliminary plat and PUD Plans.

Plat Summary:

Development area	
Outlots C of 2 nd Addition:	3.62 acres
Outlot P of 1 st Addition:	7.89 acres
Residential lots:	25 (12 villa, 13 conservancy)
Outlot for future development (Outlot A):	8.3697 acres
R/W area:	3.5237 acres
Average garden villa lot size:	0.16 acres
Average conservancy lot size:	0.29 acres
Parkland:	0 acres
Wetland and wetland buffers:	0 acres

Grading. The site was graded with the first phase development, so no grading plans were included in the final plat submittal.

Stormwater. Stormwater issues were discussed with the approval of Wildflower 2nd Addition Final Plat. Among these issues were the Wildflower stormwater pond depth and non-functioning infiltration basins in the Village Preserve development. The Valley Branch Watershed District has indicated that the infiltration basins in the Village Preserve Development have been corrected and that further investigation is needed in to what actions need to be taken at Wildflower.

Street Names. Street names shall be given the suffix “N” prior to recording of final plat.

Engineering Review. The City Engineer has reviewed the final plat submittal and has prepared a memorandum for the Commission and Council's review. The comments in the City Engineer's review memorandum dated March 1, 2018 should be addressed prior to releasing the plat for recording. Some key issues outlined in this report include:

- Payment for sanitary and watermain pipe oversizing should be addressed in the development agreement.
- This addition proposes a sanitary lift station to be owned and operated by the City to provide sanitary sewer service for the 13 lots along Prairieview Trail. Per the conditions of Preliminary Plat approval, the sanitary sewer lift station will be designed by the City's engineering consultant, at the developer's costs, to ensure conformance with the City's minimum design standards and consistency with other lift station equipment in the City, including SCADA control systems.
- As an alternative, City staff would consider allowing the construction of a low pressure system using individual grinder stations and a 2-inch forcemain to service these lots, contingent upon the individual grinder stations meeting City recommendations to ensure longer lasting equipment is provided to each property owner.

Landscape Plan. A revised landscape plan has been submitted for review, but has not been approved. Approval of the landscape plan should be a condition prior to releasing the plat for recording.

Protective Easement. A condition of preliminary plat was to protect all open space with protective easements. A protective easement is being prepared to protect Outlot A from any future development. This should be a condition of that needs to be addressed prior to releasing the plat for recording.

Parkland Dedication. The 1st Addition Development Agreement indicated that all parkland dedication was satisfied within the first phase.

Timeline. The applicant's narrative indicates the following timeline: Utilities to begin April of 2018 and completed June of 2018 with small utilities in August of 2018; street construction to be done July of 2018; and landscaping installation complete by September of 2018.

PUD Amendment. On December 6, 2017, the Council approved a PUD amendment to amend the Wildflower at Lake Elmo PUD Agreement. The PUD Amendment allowed for the following, which affects 3rd Addition:

- Conservation and Prairie Lots will have setbacks consistent with LDR zoning.
- Driveway locations will be flexible on Lot 4, Block 3 and Lot 4, Block 5 in 3rd Addition. This is subject to City review of individual building permits for unforeseen conflicts or safety issues, and any changes to street curbing as a result of modified driveway locations must occur prior to the installation of the final lift of asphalt being installed.
- Up to 6% impervious coverage is allowed beyond the 50% impervious coverage maximum for the courtyard lots with use of pervious pavers.

Preliminary Plat Conditions. The final plat is in conformance with the preliminary plat. The preliminary plat and PUD plans were approved with conditions. Staff has provided comments on the status of each in bold italics:

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

- 1) No lots within a FEMA flood zone shall be approved as part of a final plat until such time that the City's Floodplain Management Map has been amended to remove these lots. As an alternative to amending this map, the developer must provide documentation that all structures will be built above the regulatory flood protection elevation, that any public infrastructure will also meet Floodplain Ordinance requirements, and that the proposed storm water ponds may be constructed within the floodplain area. ***Comments: This condition will apply to the final plat and all subsequent stages. The Valley Branch Watershed District has indicated that it will undertake a study to amend the FEMA flood delineations to lower the flood levels in this area to match those identified in the Goetschel Pond study. There are no buildable lots depicted on the final plat that are located in a flood district.***
- 2) Prior to any grading activity, the developer shall submit to the City temporary grading easements from the owner of the lots adjacent to Layton Avenue within the Brookman Addition in order to construct the improvements within this right-of-way as documented in the preliminary construction plans. ***Comments: These easements have been secured and grading was completed within this area.***
- 3) The developer has requested the inclusion of public art within common areas and public property throughout Wildflower development. Prior to the placement of any art on publicly owned property or public rights-of-way, the developer and City shall enter into an agreement that clarifies the individuals or entities responsible for maintenance, upkeep and removal of any public art. No public art shall be lit in a manner that conflicts with the City's Lighting Ordinance. ***Comments: This is a condition that will apply to any placement of public art within the development, including that installed in phase 1, the stamping of poetry into sidewalks and sculpture in the right of way. A landscape license agreement shall be executed to include public art as a landscape element and shall be executed prior to building permits in the third phase.***
- 4) Prior to the submission of a final plat for any portion of the Wildflower PUD, the developer shall work with the City to determine the appropriate park dedication calculations for the entire development area. ***Comments: The development agreement for the first phase indicated that all park dedication was satisfied with the first phase of the development.***
- 5) 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 site grading was completed with the first phase of the development***
- 6) The utility construction plans shall be updated to incorporate the recommendations of the City Engineer as described in a February 18, 2015 memorandum to the City concerning the appropriate location and size of sewer services through the PUD planning area, including any requested oversizing of these facilities to service adjacent properties, prior to the submission of a final plat. ***Comments: The supplemental plans included in the final plat submission address the previous review comments. The City Engineer approved the supplemental plans. This condition has been met.***

- 7) The developer shall minimize the number of rain gardens within public rights-of-way consistent with the review comments from the City Engineer. Any such storm water infiltration features shall be subject to review and approval by the City Engineer. ***Comments: All rain gardens as previously proposed have been eliminated from the plans.***
- 8) The preliminary development plans must be revised to comply with City Street standards as referenced in the City Engineer's review memorandum dated February 18, 2015. ***Comments: The plans have been updated to meet City standards and were approved as part of the PUD.***
- 9) The City approves all requests for flexibility from City Zoning and Subdivision requirements with the exception of the street standards noted in the preceding condition. ***Comments: The revised plans address this condition.***
- 10) The applicant is encouraged to incorporate elements from the Lake Elmo Theming Study into the open space areas within the subdivision. ***Comments: The final plans do not include any specific references to the City's theming study. This condition was not a mandatory requirement.***
- 11) The preliminary landscape plan shall be updated to address the review comments from the City's landscape architecture consultant as noted in a review letter dated February 4, 2015. ***Comments: The Preliminary Landscape Plans dated 5/28/15 generally meet the City's requirements for landscaping, however the Landscape Architect's review comments have not been fully addressed. The developer has since submitted an amended plan for a portion of the first addition landscaping which have been approved, subject to the landscape requirements for the entire site. A third phase plan has been submitted and approval of the plan shall be required prior to recording the final plat of the 3rd Addition.***
- 12) All center median planting areas as depicted on the preliminary plat and plans shall be owned by the City of Lake Elmo and maintained by the Homeowners Association. The applicant shall enter into a maintenance agreement with the City that clarifies the individuals or entities responsible for any landscaping installed in areas outside of land dedicated as public park, trails, or open space on the final plat. ***The developer has entered into a landscape license agreement that meets this condition for the first phase which have been amended to address the public art. A similar agreement will be required with the third addition and will be a condition of approval. The agreement shall be executed prior to issuance of building permits in the third phase.***
- 13) The Final Plat and Plans must address the requested modifications outlined in the City Engineer's review memorandum dated February 18, 2015. ***Comments: The final plans have addressed these comments.***
- 14) Prior to recording the Final Plat for any portion of the area shown in the Preliminary Plat, the Developer shall enter into a Developers Agreement acceptable to the City Attorney that delineates who is responsible for the design, construction, and payment of public improvements. ***Comments: A development agreement will be entered in to with the 3rd Addition.***
- 15) The developer shall provide an easement over or dedicate in a separate outlot all trails to be dedicated for public use. Any such trails shall be considered a park land dedication provide said

trails are constructed by the developer with other public improvements within the subdivision.

Comments: There are no trails proposed with the 3rd Addition.

- 16) The City will not approve a final plat for any portion of Wildflower until such time that the City has approved construction plans and received financial security related to the construction of the public improvement project to connect the 39th Street Sewer to the 30th Street lift station.

Comments: This condition has been met and no longer applies.

- 17) The developer must follow all the rules and regulations of the Wetland Conservation Act, and adhere to the conditions of approval for the Valley Branch Watershed District Permit.

Comments: The developers plan have been reviewed and approved by the Watershed District and grading work has been completed in accordance with this permit.

- 18) The developer shall maintain access to the Smith property (11514 Stillwater Boulevard North) during construction of the first development phase. Said access shall, at a minimum, be capable of supporting emergency management vehicles and be consistent with City access driveway standards. The existing driveway easement shall be vacated prior to the recording of the final plat. ***Comments: The driveway easement from the Smith property providing access to Stillwater Boulevard has been vacated. Easements to the City and Mr. Smith have expired upon the recording of the 2nd Addition Final Plat. Replacement easements were a condition of 2nd Addition Final Plat recording.***

- 19) The developer shall establish a legally binding agreement to prevent further residential or commercial development of all outlots that are planned for open space or conservation uses within the preliminary plat. ***Comments: This condition has been met for the first phase and is was addressed in the second phase to protect Outlot A. Platting of future phases will require such an easement over Outlot P as indicated in the preliminary plat. There are no outlots that require a conservation easement within 3rd Addition.***

Planning Commission Review. The Planning Commission held a public hearing and reviewed the 3rd Addition Final Plat at its March 12, 2018 meeting. No one from the public spoke at the public hearing, though a number of inquiries regarding the final plat and PUD plans were received by Staff, as well as concern that the phasing was consistent with that indicated with the approved Preliminary Plat. The Planning Commission had initial concern about the grinder pump option in lieu of the lift station as proposed in the City Engineer memorandum, as experience with grinder pumps has been that they can get clogged up. However, after discussion with the City Engineer and assurance that the grinder pumps would need to be of good quality and that the two inch pipe would be maintained by the City, this concern was mitigated. The cost of the grinder pumps would be passed on to the homeowner, whereas the cost of lift station maintenance would be passed on through taxes. It was concluded that this decision should be left up to the City Engineer and developer. The Planning Commission recommended approval 6-0.

RECOMMENDED CONDITIONS OF APPROVAL:

Staff is recommending conditions as part of this final plat review to address issues highlighted in this report that include conditions of the preliminary plat that have not been fully addressed by the applicant. The City Engineer's review memorandum dated March 1, 2018 identifies a number of

issues that need to be addressed by the developer in order for the City to deem the final plans complete. Based on the above Staff report and analysis, Staff is recommending approval of the final plat and final PUD development plans for phase two with the following conditions:

Recommended Conditions of Approval:

- 1) The comments in the City Engineer's review memorandum dated March 1, 2018 shall be addressed prior to releasing the plat for recording. Final construction plans shall be reviewed and approved by the City Engineer prior to the recording of the Final Plat. All changes and modifications to the plans requested by the City Engineer in a memorandum dated March 1, 2018 and any future reviews shall be incorporated into these documents before they are approved.
- 2) Prior to the execution of the Final Plat by City officials, the Developer shall enter into a Developer's Agreement acceptable to the City Attorney and approved by the City Council that delineates who is responsible for the design, construction, and payment of the required improvements for the Wildflower at Lake Elmo 3rd Addition Final Plat and Final PUD Development Plans with financial guarantees therefore.
- 3) All easements as requested by the City Engineer and Public Works Department shall be documented on the Final Plat prior to the execution of the final plat by City Officials.
- 4) A Common Interest Agreement concerning management of the common areas of Wildflower at Lake Elmo 3rd Addition and establishing a homeowner's association shall be submitted in final form to the Community Development Director before a building permit may be issued for any structure within this subdivision.
- 5) The applicant shall also enter into a landscape license/public art agreement and maintenance agreement with the City that clarifies the individuals or entities responsible for any landscaping and public art installed in areas outside of land dedicated as public park and open space on the final plat.
- 6) The landscape plan shall be reviewed and approved by the City prior to releasing the final plat for recording.
- 7) Street signs and no parking signs shall be installed on City Streets within the development prior to any building permits being issued.
- 8) Street names shall be given the suffix "N" prior to recording of final plat.
- 9) That the Developer adhere to the Alley Snow and Ice Removal Agreement regarding snow and ice removal from the Courtyard Alleys.

DRAFT FINDINGS

Staff is recommending that the Planning Commission consider the following findings with regards to the proposed Wildflower Final Plat and Final PUD Plans

- 1) That all the requirements of City Code Section 153.07 related to the Final Plan and Final Plat have been met by the Applicant.
- 2) That the proposed Final Plat for Wildflower at Lake Elmo 3rd Addition consists of the creation of 25 single-family detached residential structures.
- 3) That the Wildflower at Lake Elmo 3rd Addition Final Plat and Final PUD Plan is consistent with the Preliminary Plat and Plans as approved by the City of Lake Elmo on April 7, 2014.
- 4) That the Wildflower at Lake Elmo 3rd Addition Final Plat and Final PUD Plan is consistent with the Lake Elmo Comprehensive Plan and the Future Land Use Map for this area.
- 5) That the Wildflower at Lake Elmo 3rd Addition Final Plat generally complies with the City's Urban Medium Density Residential zoning district, with the exceptions as noted in the approved Preliminary PUD Plans and PUD Agreement.
- 6) That the Wildflower at Lake Elmo 3rd Addition Final Plat complies with all other applicable zoning requirements, including the City's landscaping, storm water, sediment and erosion control and other ordinances, except as noted in this report or attachment thereof.
- 7) That the Wildflower at Lake Elmo 3rd Addition Final Plat complies with the City's subdivision ordinance.
- 8) That the Wildflower at Lake Elmo 3rd Addition Final Plat and Final PUD Plan complies with the City's Planned Unit Development Ordinance.
- 9) That the Wildflower at Lake Elmo 3rd Addition Final Plat is consistent with the City's engineering standards with the exceptions noted by the City Engineer in his review comments to the City dated March 1, 2018 and as otherwise identified in future reviews.

RECOMMENDATION:

Staff and the Planning Commission recommend approval of the Final Plat and Final Development Plans for Wildflower at Lake Elmo 3rd Addition with the 8 conditions of approval as listed in the Staff report.

Suggested motion:

“Move to adopt Resolution 2018-025 approving the final plat and PUD development plans for the Wildflower at Lake Elmo 3rd Addition with 9 conditions based on the findings listed in the staff report.”

ATTACHMENTS:

1. Application and narrative
2. City Engineer Review Comments – 3/1/2018
3. Final Plat
4. Final Landscape Plan
5. Resolution 2018-025

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



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

LAND USE APPLICATION

- ☐ Comprehensive Plan ☐ Zoning District Amend ☐ Zoning Text Amend ☐ Variance*(see below) ☐ Zoning Appeal
- ☐ Conditional Use Permit (C.U.P.) ☐ Flood Plain C.U.P. ☐ Interim Use Permit (I.U.P.) ☐ Excavating/Grading
- ☐ Lot Line Adjustment ☐ Minor Subdivision ☐ Residential Subdivision Sketch/Concept Plan
- ☐ PUD Concept Plan ☐ PUD Preliminary Plan ☒ PUD Final Plan ☐ Wireless Communications

Applicant: **Robert Engstrom Companies**

Address: **4801 West 81st Street, Suite 101 Minneapolis, MN 55437**

Phone # **952-893-1001**

Email Address: **bob@engstromco.com**

Fee Owner: **Robert Engstrom Companies**

Address: **4801 West 81st Street, Suite 101 Minneapolis, MN 55437**

Phone # **952-893-1001**

Email Address: **bob@engstromco.com**

Property Location (Address): **Intersection of Wildflower Drive & Swallowtail Lane / Prairieview Trail**

(Complete (long) Legal Description: **Outlot B of Wildflower at Lake Elmo 2nd Addition & Outlot P of Wildflower at Lake Elmo 1st Addition**

PID#: **12.029.21.34.0078 & 12.029.21.32.0008**

Detailed Reason for Request: _____

Final Plat - Wildflower at Lake Elmo 3rd Addition

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

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

Signature of applicant: _____ Date: _____

Signature of fee owner: _____ Date: _____

Wildflower at Lake Elmo 3rd Addition – Written Statements

- 2.a.) Owner: Robert Engstrom Companies
 4801 West 81st Street, Suite 101
 Minneapolis, MN 55437
 Authorized Agents or Representatives:
 Bob Engstrom
 Paul Engstrom
 Engineer & Surveyor:
 John Molinaro & Peter Hawkinson
 Pioneer Engineering, P.A.
 2422 Enterprise Dr.
 Mendota Heights, MN 55120
- 2.b.) Address: Unassigned: Intersection of Wildflower Dr. & Swallowtail Lane
 Unassigned: End of Currently Constructed Prairieview Trail
 Current Zoning: PUD
 Parcel Size: 19.88 acres; 866,126 ft²
 Property Identification #'s: 12.029.21.34.0078 & 12.029.21.32.0008
 Current Legal Description: Outlot P of Wildflower at Lake Elmo 1st Addition
 Outlot B of Wildflower at Lake Elmo 2nd Addition
- 2.c.)
 i) Name of Final Plat: Wildflower at Lake Elmo 3rd Addition
 ii) Table

Block #	Lot #	Size (ac)	Width at Front Setback* (sf)	Average Depth (sf)
1	1	0.4319	120	179
1	2	0.3403	104	185
1	3	0.3717	82	162
1	4	0.4229	80	151
1	5	0.5020	88	159
1	6	0.4851	77	156
1	7	0.4795	86	186
1	8	0.5449	90	215
1	9	0.5892	93	227
1	10	0.5954	129	237
2	1	0.6083	109	240
2	2	0.3923	86	199
2	3	0.2975	86	151
3	1	0.1653	60	120
3	2	0.1653	60	120
3	3	0.1515	55	120

3	4	0.1774	65	120
4	1	0.1654	62	120
4	2	0.1405	51	120
4	3	0.1405	51	120
4	4	0.1654	62	120
5	1	0.1653	60	120
5	2	0.1653	60	120
5	3	0.1515	55	120
5	4	0.1758	65	120

*Width is at the non-garage side of courtyard lots
(Blocks 3, 4 and 5)

iii) Final Area Calculations:

Park: 0

Trails: 0

Other: 0

Estimated Value of Dedicated Area: 0

iv) Final Area of Wetlands & Buffers

Wetlands: 0

Buffers: 0

v) Final Proposed right-of-ways: 3.5237 acres; 153,492 ft²

vi) Proposed legal descriptions for items not on Plat: NONE

2.d.) Addressing Issues since Preliminary Plat:

All items that have arisen have been addressed in the Final Platting Process.

2.e.) Density:

3rd Addition Lot Area: 7.99 acres

3rd Addition Lot #: 25

Density: 3.13 lots/acre

2.f.) Proposed infrastructure improvements & phasing:

1 Phase Development

Continuation of installed Wildflower at Lake Elmo 1st & 2nd improvements.

2.g.) Neighboring Properties Issues Addressed:

Developer has personally addressed issues with neighbors.

2.h.) Nearby Land Issues/Disturbances to wetlands or Natural Areas:

The project developed a Stormwater Management Plan with the review of the City of Lake Elmo & the Valley Branch Watershed District to address and improve the watershed drainage issues.

2.i.) Justification: Development is in conformance with approved Preliminary Plat.

2.j.) Lakeshore Access: NONE

2.k.) Parks & Open Space: Park and Open space dedication was completed with 1st Addition of Project.

2.l.) Development Timeline:

Begin Utilities: April -2018

Complete Utility Construction: June – 2018

Complete Street Construction: July – 2018

Complete Small Utility Construction: August – 2018

Complete Landscaping Installation: September - 2018

MEMORANDUM

FOCUS ENGINEERING, inc.

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

Date: March 1, 2018

To: Emily Becker, Planning Director
Cc: Chad Isakson, P.E., Assistant City Engineer
From: Jack Griffin, P.E., City Engineer

Re: Wildflower at Lake Elmo 3rd Addition – Final Plat
Engineering Review Comments

An engineering review has been completed for Wildflower at Lake Elmo 3rd Addition. Final Plat/Final Construction Plans were received on February 14, 2018. The submittal consisted of the following documentation prepared by Pioneer Engineering, or as noted:

- Wildflower at Lake Elmo 3rd Addition Final Plat, printed February 9, 2018.
- Wildflower at Lake Elmo 3rd Addition Construction Plans dated February 9, 2018.
- Storm Sewer Design Calculations dated April 3, 2015.

STATUS/FINDINGS: 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 AND EASEMENTS: WILDFLOWER AT LAKE ELMO 3RD ADDITION

- The Final Plat shall not be recorded until final construction plan approval is granted.
- All easements as requested by the City Engineer and Public Works department shall be documented on the Final Plat prior to the release of the Final Plat for recording.
- Drainage and utility easements are required over each storm sewer outfall pipe, extending east from the Wildflower 3rd Addition Plat, to the Outlot J storm water pond.
- Small utility corridor easements, 10-feet wide, should be provided along both sides of Prairieview Trail. Theses easements are shown along all proposed lots but are also needed along all Outlots not owned by the City.
- Wildflower at Lake Elmo 3rd Addition includes trunk watermain (12-inch diameter) pipe oversizing along Sunflower Lane, connecting to the existing 12-inch watermain in the Village Preserve subdivision to the existing watermain along CSAH 14. Payment for pipe oversizing from the City standard 8-inch pipe should be addressed in the development agreement.

SANITARY LIFT STATION OPTIONS

- This addition to Wildflower at Lake Elmo proposes a sanitary lift station to be owned and operated by the City to provide sanitary sewer service for 13 lots along Prairieview Trail. Per the conditions of Preliminary Plat approval, the sanitary sewer lift station will be designed by the City's engineering consultant, at the developer's costs, to ensure conformance with the City's minimum design standards and consistency with other lift station equipment in the City, including SCADA control systems.
- As an alternative, City staff would consider allowing the construction of a low pressure sewer system using individual grinder stations and a 2-inch forcemain to service these lots, thereby removing the need for a larger lift station to be owned and operated by the City. This consideration would be contingent upon the individual grinder stations meeting City recommendations (similar to those specified by the City on recent projects) to ensure longer lasting equipment is provided to each property owner.

FINAL CONSTRUCTION PLANS & SPECIFICATIONS

- Final Construction Plans and Specifications must be prepared in accordance with the City Engineering Design Standards Manual dated March 2017, using City details, plan notes and specifications and meeting City Engineering Design Guidelines.
- Final Construction Plans and Specifications must be revised in accordance with the Construction Plan engineering review memorandum dated March 1, 2018.
- No construction for Wildflower at Lake Elmo 3rd Addition may begin until the applicant has received City Engineer approval for the Final Construction Plans and Specifications; 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.

WILDFLOWER AT LAKE ELMO 3RD ADDITION

KNOW ALL PERSONS BY THESE PRESENTS: That Robert Engstrom Companies, a Minnesota Corporation, owner of the following described property:

Outlot P, WILDFLOWER AT LAKE ELMO 1ST ADDITION, according to the recorded plat thereof, Washington County, Minnesota.

Together with:

Outlot B, WILDFLOWER AT LAKE ELMO 2ND ADDITION, according to the recorded plat thereof, said Washington County, Minnesota

Has caused the same to be surveyed and platted as WILDFLOWER AT LAKE ELMO 3RD ADDITION and does hereby dedicate to the public for public use the public ways and the drainage and utility easements as created by this plat.

In witness whereof said Robert Engstrom Companies, a Minnesota Corporation, has caused these presents to be signed by its proper officer this day of _____, 20____.

Robert Engstrom Companies, Inc.

_____, its _____

STATE OF MINNESOTA
COUNTY OF _____

This instrument was acknowledged before me on this _____ day of _____, 20____, by _____ its _____ of Robert Engstrom Companies, a Minnesota Corporation, on behalf of the Corporation.

Notary Public, _____
My Commission Expires _____

SURVEYOR'S CERTIFICATE

I Peter J. Hawkinson do hereby certify that this plat was prepared by me or under my direct supervision; that I am a duly Licensed Land Surveyor in the State of Minnesota; that this plat is a correct representation of the boundary survey; that all mathematical data and labels are correctly designated on this plat; that all monuments depicted on this plat have been set, or will be correctly set within one year; that all water boundaries and wet lands, as defined in Minnesota Statutes, Section 505.01, Subd. 3, as of the date of this certificate are shown and labeled on this plat; and all public ways are shown and labeled on this plat.

Dated this _____ day of _____, 20____.

Peter J. Hawkinson, Licensed Land Surveyor
Minnesota License No. 42299

STATE OF MINNESOTA
COUNTY OF _____

This instrument was acknowledged before me on this _____, by Peter J. Hawkinson, Licensed Land Surveyor.

Notary Public, _____
My Commission Expires _____

CITY PLANNING COMMISSION, Lake Elmo, Minnesota

Approved by the Planning Commission of the City of Lake Elmo, Minnesota, this _____ day of _____, 20____.

By: _____
Chairman

By: _____
Secretary

CITY COUNCIL, Lake Elmo, Minnesota

This plat was approved by the City Council of the City of Lake Elmo, Minnesota, this _____ day of _____, 20____, and hereby certifies compliance with all requirements as set forth in Section 505.03, Subd. 2, Minnesota Statutes.

By: _____
Mayor

By: _____
Clerk

COUNTY SURVEYOR, Washington County, Minnesota

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

By: _____
Washington County Surveyor

By: _____

COUNTY AUDITOR/TREASURER, Washington County, Minnesota

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

By: _____
Washington County Auditor/Treasurer

By: _____
Deputy

COUNTY RECORDER, Washington County, Minnesota

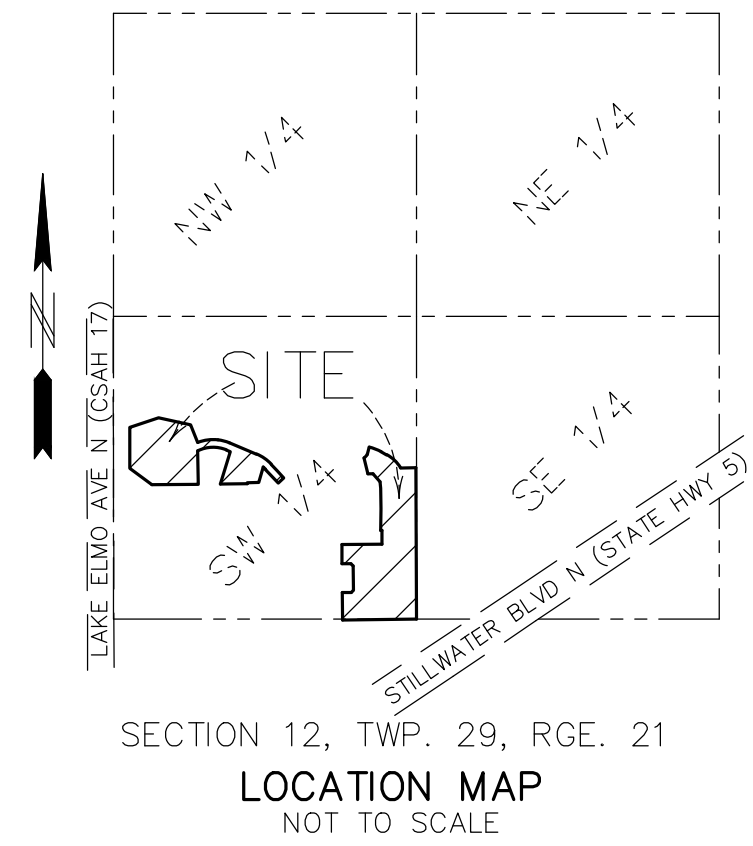
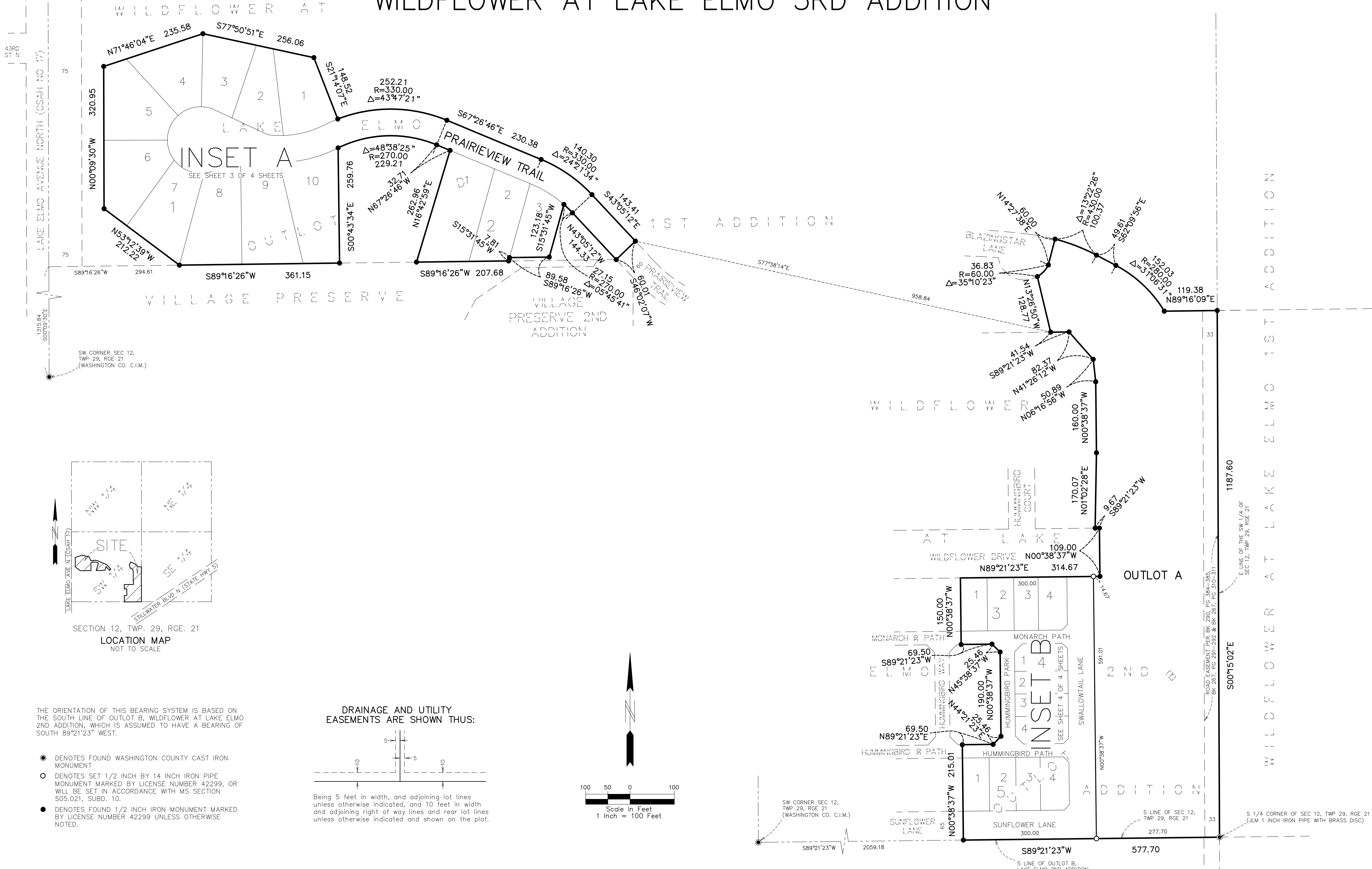
Document Number _____

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

By: _____
Washington County Recorder

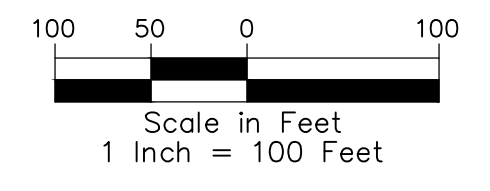
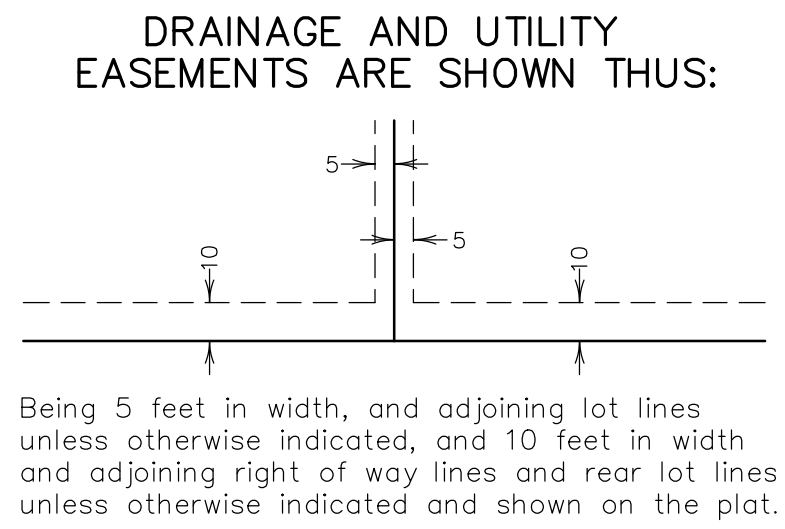
By: _____
Deputy

WILDFLOWER AT LAKE ELMO 3RD ADDITION



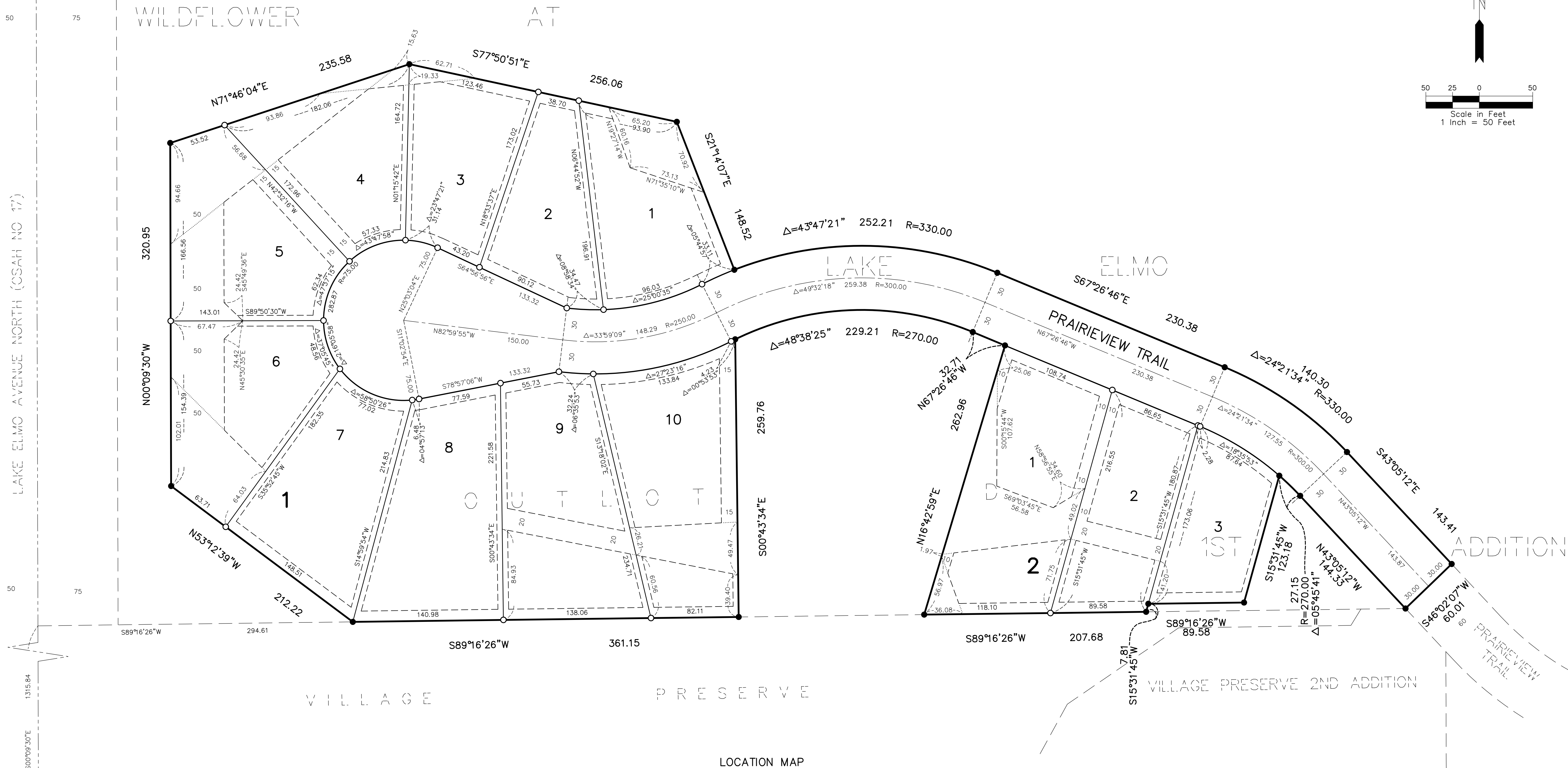
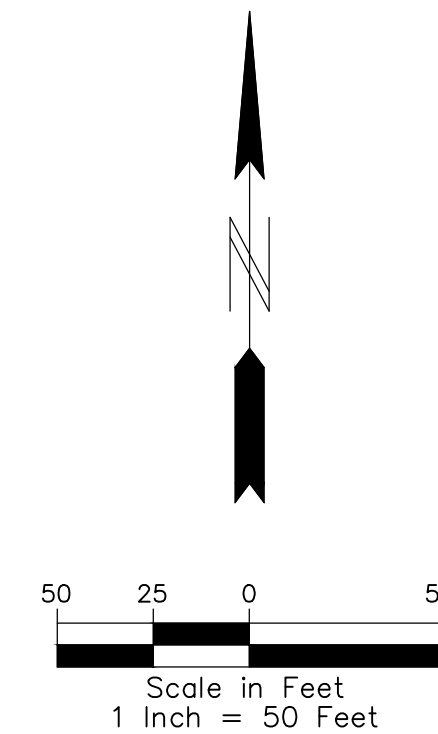
THE ORIENTATION OF THIS BEARING SYSTEM IS BASED ON THE SOUTH LINE OF OUTLOT B, WILDFLOWER AT LAKE ELMO 2ND ADDITION, WHICH IS ASSUMED TO HAVE A BEARING OF SOUTH 89°21'23" WEST.

- DENOTES FOUND WASHINGTON COUNTY CAST IRON MONUMENT
- DENOTES SET 1/2 INCH BY 14 INCH IRON PIPE MONUMENT MARKED BY LICENSE NUMBER 42299, OR WILL BE SET IN ACCORDANCE WITH MS SECTION 505.021, SUBD. 10.
- DENOTES FOUND 1/2 INCH IRON MONUMENT MARKED BY LICENSE NUMBER 42299 UNLESS OTHERWISE NOTED.



INSET A

WILDFLOWER AT LAKE ELMO 3RD ADDITION

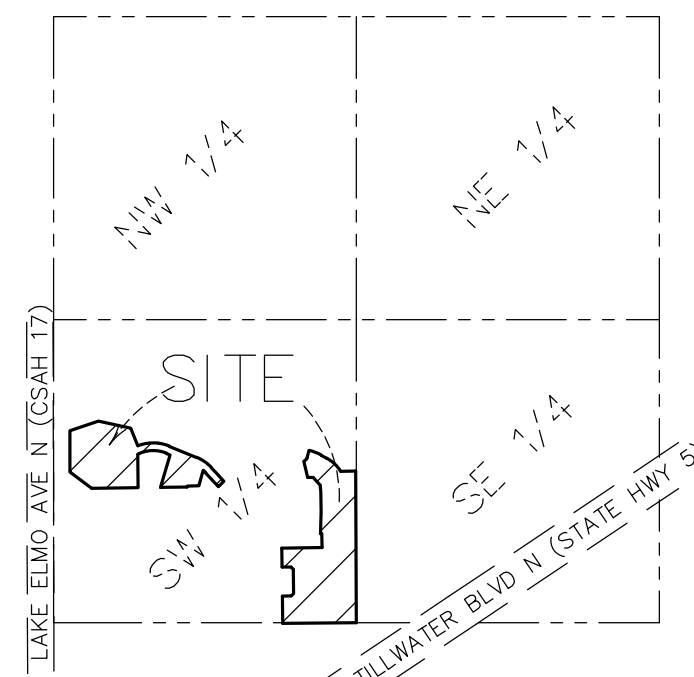


SW CORNER SEC 12, TWP 29, RGE 21
(WASHINGTON CO. C.I.M.)

THE ORIENTATION OF THIS BEARING SYSTEM IS BASED ON THE SOUTH LINE OF OUTLOT B, WILDFLOWER AT LAKE ELMO 2ND ADDITION, WHICH IS ASSUMED TO HAVE A BEARING OF SOUTH 89°21'23" WEST.

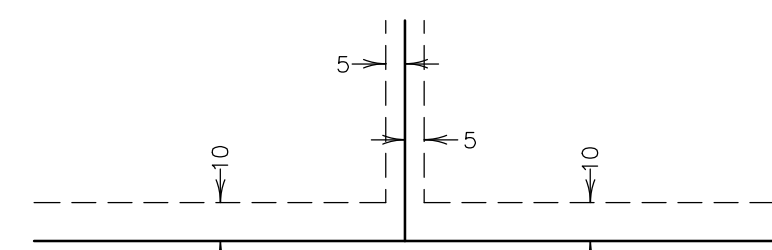
- DENOTES FOUND WASHINGTON COUNTY CAST IRON MONUMENT
- DENOTES SET 1/2 INCH BY 14 INCH IRON PIPE MONUMENT MARKED BY LICENSE NUMBER 42299, OR WILL BE SET IN ACCORDANCE WITH MS SECTION 505.021, SUBD. 10.
- DENOTES FOUND 1/2 INCH IRON MONUMENT MARKED BY LICENSE NUMBER 42299 UNLESS OTHERWISE NOTED.

LOCATION MAP
NOT TO SCALE



SECTION 12, TWP. 29, RGE. 21

DRAINAGE AND UTILITY
EASEMENTS ARE SHOWN THUS:



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

WILDFLOWER AT LAKE ELMO 3RD ADDITION

The map shows a property in Lake Elmo, Minnesota, with a total area of 314.67 acres. The property is divided into several lots and areas:

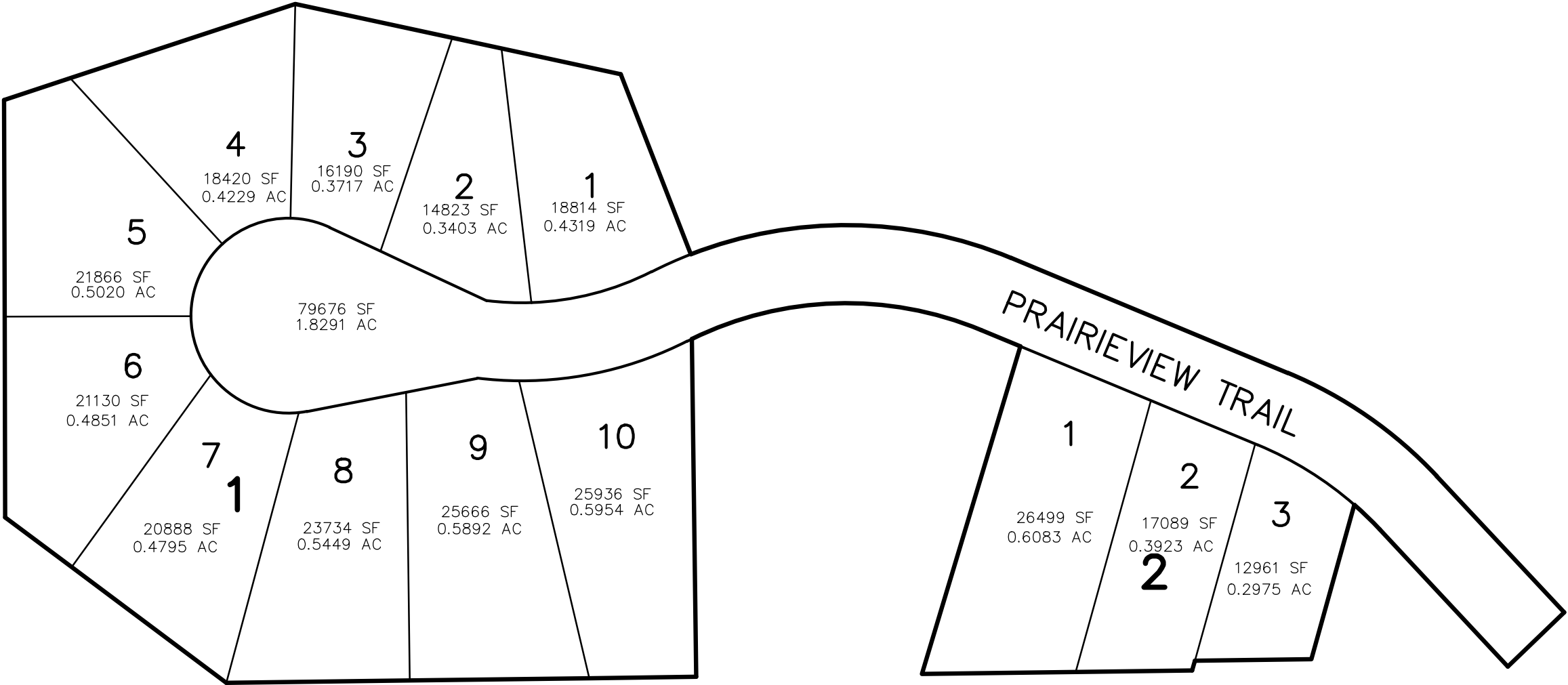
- SWALLOWTAIL LANE** (Top boundary)
- HUMMINGBIRD PARK** (Central area)
- MONARCH PATH** (Left boundary)
- HUMMINGBIRD PATH** (Right boundary)
- SUNFLOWER LANE** (Bottom boundary)

The lots are numbered 1, 2, 3, 4, and 5. The '2ND ADDITION' is also shown. The map includes bearings and distances for all boundaries and lot lines. A note on the right side reads: "S LINE OF OUTLOT B, WILDFLOWER AT LAKE ELMO 2ND ADDITION".

- DENOTES FOUND WASHINGTON COUNTY CAST IRON MONUMENT
- DENOTES SET 1/2 INCH BY 14 INCH IRON PIPE MONUMENT MARKED BY LICENSE NUMBER 42299, OR WILL BE SET IN ACCORDANCE WITH MS SECTION 505.021, SUBD. 10.
- DENOTES FOUND 1/2 INCH IRON MONUMENT MARKED BY LICENSE NUMBER 42299 UNLESS OTHERWISE NOTED.



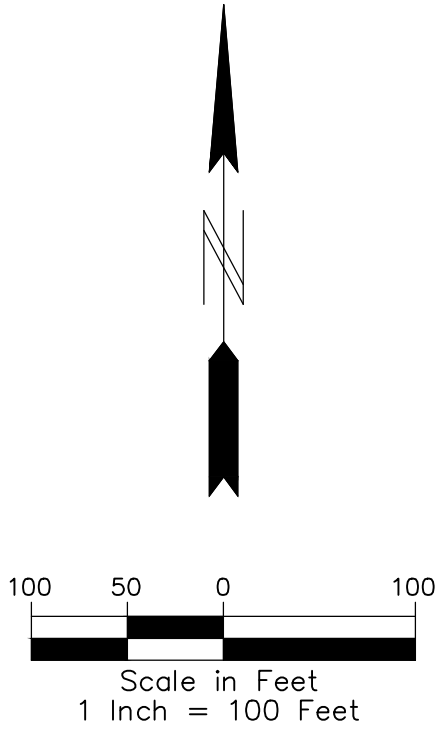
WILDFLOWER AT LAKE ELMO 3RD ADDITION
AREA SKETCH



AREA SUMMARY

BLOCK 1 =	207,467 SF.	4.7628 AC.
BLOCK 2 =	56,549 SF.	1.2982 AC.
BLOCK 3 =	28,728 SF.	0.6595 AC.
BLOCK 4 =	26,652 SF.	0.6118 AC.
BLOCK 5 =	28,656 SF.	0.6577 AC.
TOTAL LOT AREA =	348,052 SF.	7.9900 AC.
TOTAL OUTLOT AREA =	364,582 SF.	8.3697 AC.
TOTAL R/W AREA =	153,492 SF.	3.5237 AC.
TOTAL AREA =	866,126 SF.	19.8834 AC.

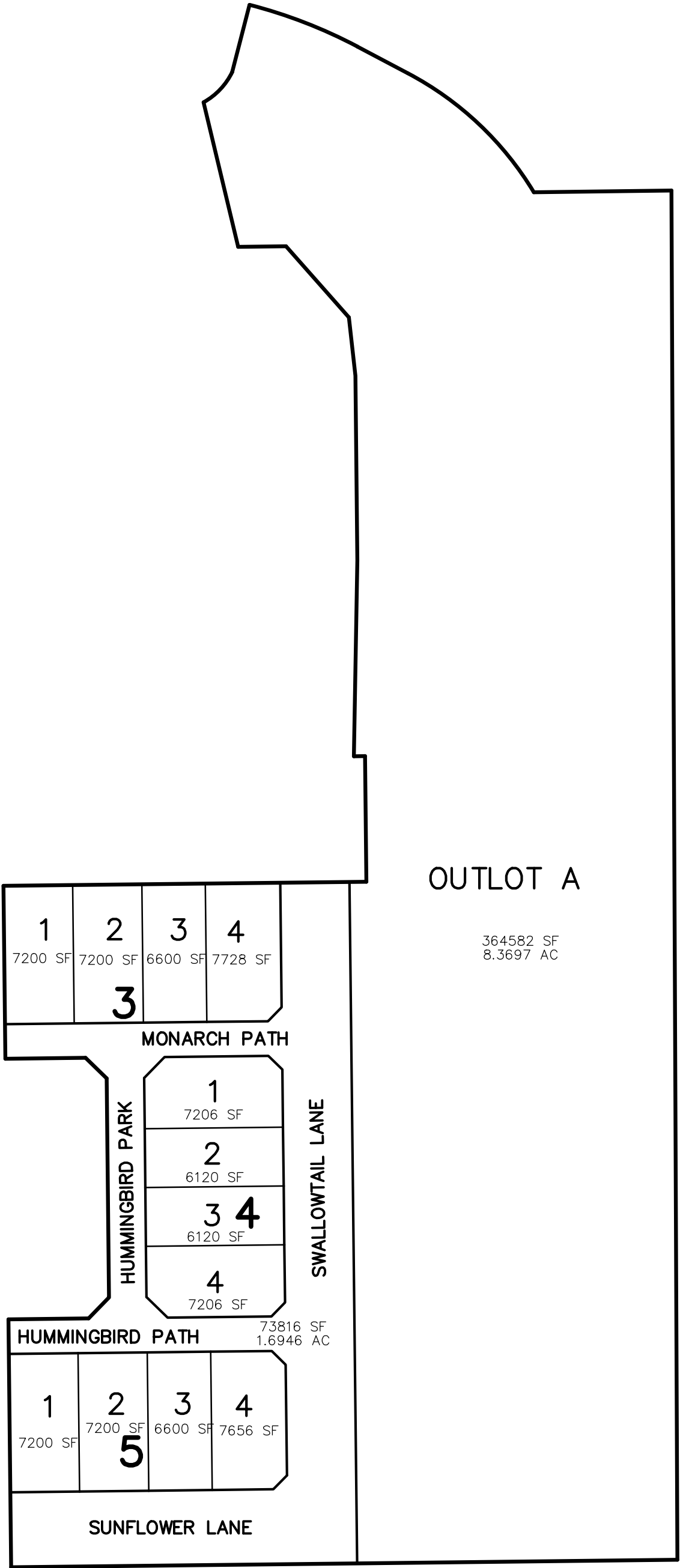
BLOCK #	LOT #	SIZE (AC)	WIDTH AT FRONT SETBACK (FT)	AVERAGE DEPTH (FT)
1	1	0.4319	120	179
1	2	0.3403	104	185
1	3	0.3717	82	162
1	4	0.4229	80	151
1	5	0.5020	88	159
1	6	0.4851	77	156
1	7	0.4795	86	186
1	8	0.5449	90	215
1	9	0.5892	93	227
1	10	0.5954	129	237
2	1	0.6083	109	240
2	2	0.3923	86	199
2	3	0.2975	86	151
3	1	0.1653	60	120
3	2	0.1653	60	120
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4	1	0.1654	62	120
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4	4	0.1654	62	120
5	1	0.1653	60	120
5	2	0.1653	60	120
5	3	0.1515	55	120
5	4	0.1758	65	120



EXISTING LEGAL DESCRIPTION:

Outlot P, WILDFLOWER AT LAKE ELMO 1ST ADDITION,
Together with:
Outlot B, WILDFLOWER AT LAKE ELMO 2ND ADDITION,

ZONED: PUD
GROSS DENSITY (EXCLUDES OUTLOTS): 2.17 LOTS/ACRES
NET DENSITY (EXCLUDES OUTLOTS AND R/W): 3.13 LOTS/ACRES



1. PRIOR TO TREE STAKING AND PLANTING OPERATIONS CONTRACTOR MUST CONTACT GOPHER STATE ONE CALL (www.gopherstateonecall.org or 811) TO VERIFY UNDERGROUND UTILITIES. WHERE PRIVATE UTILITIES EXIST ON-SITE THE CONTRACTOR IS REQUIRED TO HAVE THOSE LOCATED AS WELL.
2. PLANT MATERIALS SHALL MEET AMERICAN STANDARD FOR NURSERY STOCK: ANSI Z60.1 LATEST EDITION.
http://americanhort.org/documents/ANSI_Nursery_Stock_Standards_AmericanHort_2014.pdf
3. NO PLANT SUBSTITUTIONS SHALL BE MADE WITHOUT THE PRIOR WRITTEN AUTHORIZATION FROM THE CITY.
4. ALL TREE PROTECTION MEASURES TO BE FIELD STAKED PRIOR TO INSTALLATION. CONTRACTOR TO COORDINATE FIELD REVIEW OF PROPOSED TREE PROTECTION LOCATIONS WITH THE CITY AND PROJECT LANDSCAPE ARCHITECT PRIOR TO ANY TREE PROTECTION INSTALLATION.
5. ALL TREE LOCATIONS TO BE FIELD STAKED PRIOR TO INSTALLATION. CONTRACTOR TO COORDINATE FIELD REVIEW OF PROPOSED TREE LOCATIONS WITH THE CITY AND PROJECT LANDSCAPE ARCHITECT PRIOR TO ANY TREE INSTALLATION.
6. ALL PLANTS SHALL BE PLANTED IMMEDIATELY UPON ARRIVAL TO PROJECT SITE. NO PLANT MATERIAL IS TO BE LEFT OVERNIGHT ON THE PROJECT SITE WITHOUT BEING INSTALLED UNLESS WRITTEN APPROVAL BY CITY.
7. ALL TREES, SHRUBS, PERENNIALS AND TURF LAWN TO HAVE A TWO YEAR WARRANTY BEGINNING UPON WRITTEN ACCEPTANCE BY THE CITY. DEFECTIVE PLANTS AS DETERMINED BY THE CITY SHALL BE REPLACED WITHIN 30 DAYS OF NOTICE DURING THE GROWING SEASON, AND REPLACEMENT MATERIALS SHALL RECEIVE THE SAME TWO YEAR WARRANTY UNTIL PLANTS ARE SUCCESSFULLY ESTABLISHED.
8. CONTRACTOR TO PROTECT AND MAINTAIN ALL PLANTINGS AND PLANT BEDS, INCLUDING PROTECTION FROM WILDLIFE, WEEDING, RE-MULCHING, FERTILIZATION, IRRIGATION AND ALL OTHER TYPICAL FORMS OF HORTICULTURAL CARE UNTIL THE END OF THE WARRANTY PERIOD AS DETERMINED AND APPROVED BY CITY.
9. ALL AREAS DISTURBED ADJACENT TO THE PROJECT SITE INCLUDING BOULEVARDS SHALL BE REPAIRED AND MAINTAINED PER CITY DIRECTION.
10. PROVIDE A THREE YEAR MAINTENANCE PLAN FOR ALL SEEDING OF PLANT MATERIALS/AREAS WITHIN ALL COMMERCIAL PROPERTIES, COMMONLY HELD HOA AREAS, CITY OUTLOTS AND R.O.W. AREAS.
11. ALL TREE, SHRUB AND PERENNIAL BEDS, WITHIN THE R.O.W. OR LOCATED ON COMMERCIAL PROPERTIES OR ON COMMONLY HELD HOA PROPERTY AND CITY OUTLOTS WITHIN DEVELOPMENTS ARE REQUIRED TO HAVE AN AUTOMATIC IRRIGATION SYSTEM DESIGNED BY AN EPA WATER SENSE CERTIFIED PROFESSIONAL. THIS PLAN IS REQUIRED FOR CITY REVIEW AT THE SAME TIME AS LANDSCAPE PLAN REVIEW.
12. ALL TRADITIONAL TURF LAWN AREAS WITHIN R.O.W. OR LOCATED ON COMMERCIAL PROPERTIES OR ON COMMONLY HELD HOA PROPERTY AND CITY OUTLOTS WITHIN DEVELOPMENTS ARE REQUIRED TO HAVE AN AUTOMATIC IRRIGATION SYSTEM DESIGNED BY AN EPA WATER SENSE CERTIFIED PROFESSIONAL. THIS PLAN IS REQUIRED FOR CITY REVIEW AT TIME OF LANDSCAPE PLAN REVIEW.

STANDARD PLAN NOTES

LANDSCAPE PLANS

FEBRUARY 2015

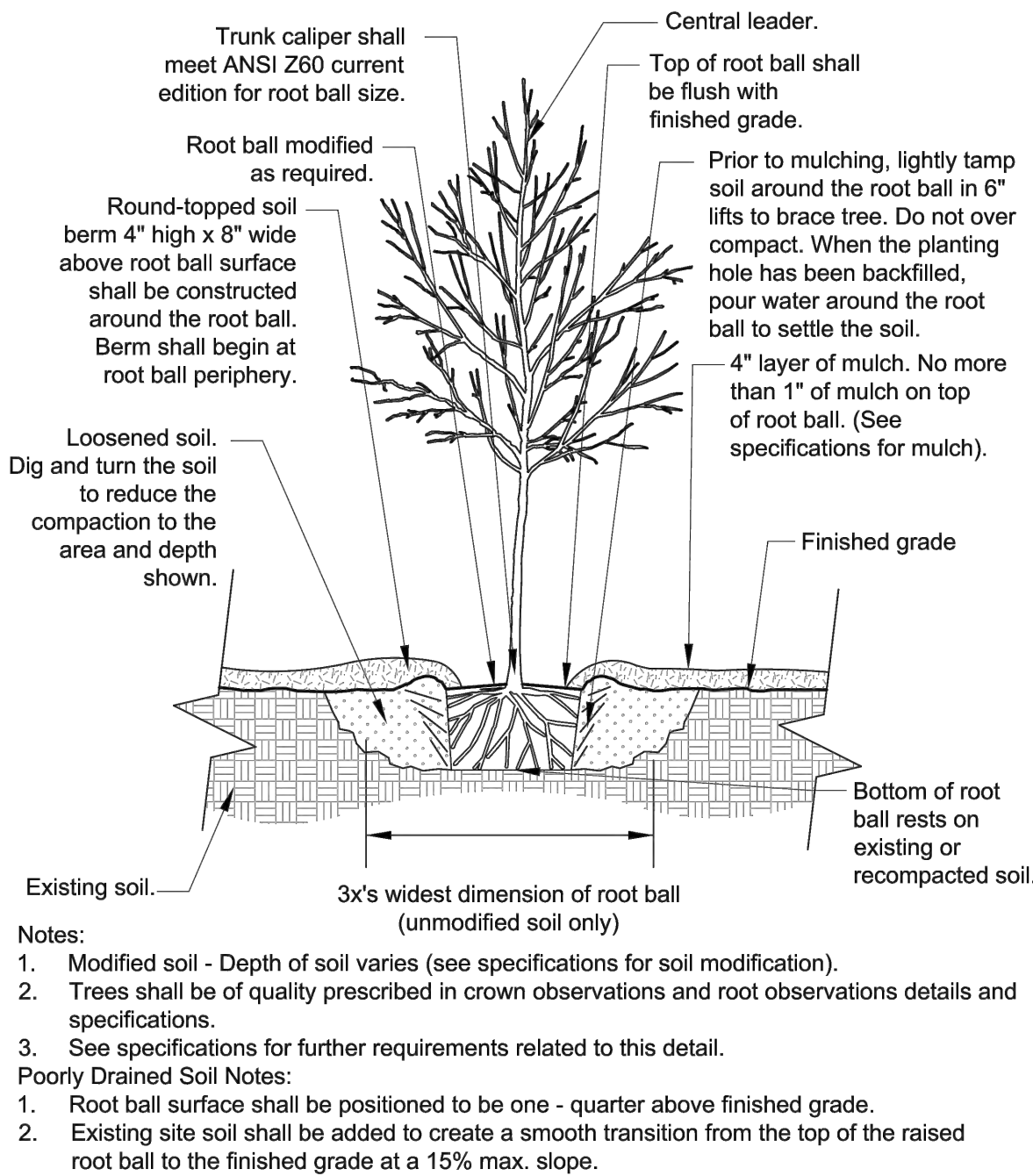


CITY OF LAKE ELMO

STANDARD DRAWING NO.

900

LAKE ELMO



DECIDUOUS TREE – MODIFIED/UNMODIFIED SOIL & POORLY DRAINED SOIL

FEBRUARY 2015



CITY OF LAKE ELMO

URBAN TREE FOUNDATION © 2014
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STANDARD DRAWING NO.

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LAKE ELMO

OVERALL LANDSCAPE REQUIREMENTS (AS PER APPROVED PRE-PLAT):

1. ONE TREE TO BE PLANTED FOR EVERY 50' OF STREET FRONTAGE
TOTAL PROPOSED STREET FRONTAGE: 23,400 LINEAR FEET
REQUIRED TREES: 23400/50=468 TREES
2. FIVE TREES TO BE PLANTED FOR EVERY ONE ACRE OF LAND DEVELOPED OR DISTURBED BY DEVELOPMENT ACTIVITY
TOTAL AREA: 77 ACRES (AREA WITHIN GRADING LIMITS)
REQUIRED TREES: 77X5=385 TREES

TOTAL TREES REQUIRED FOR ENTIRE PROJECT: 853

1ST ADDITION TREES PLANTED: 484 (as per invoices submitted to Robert Engstrom Companies)
2ND ADDITION TREES PROPOSED: 81 (as per 2nd addition plan)
3RD ADDITION TREES PROPOSED: 97

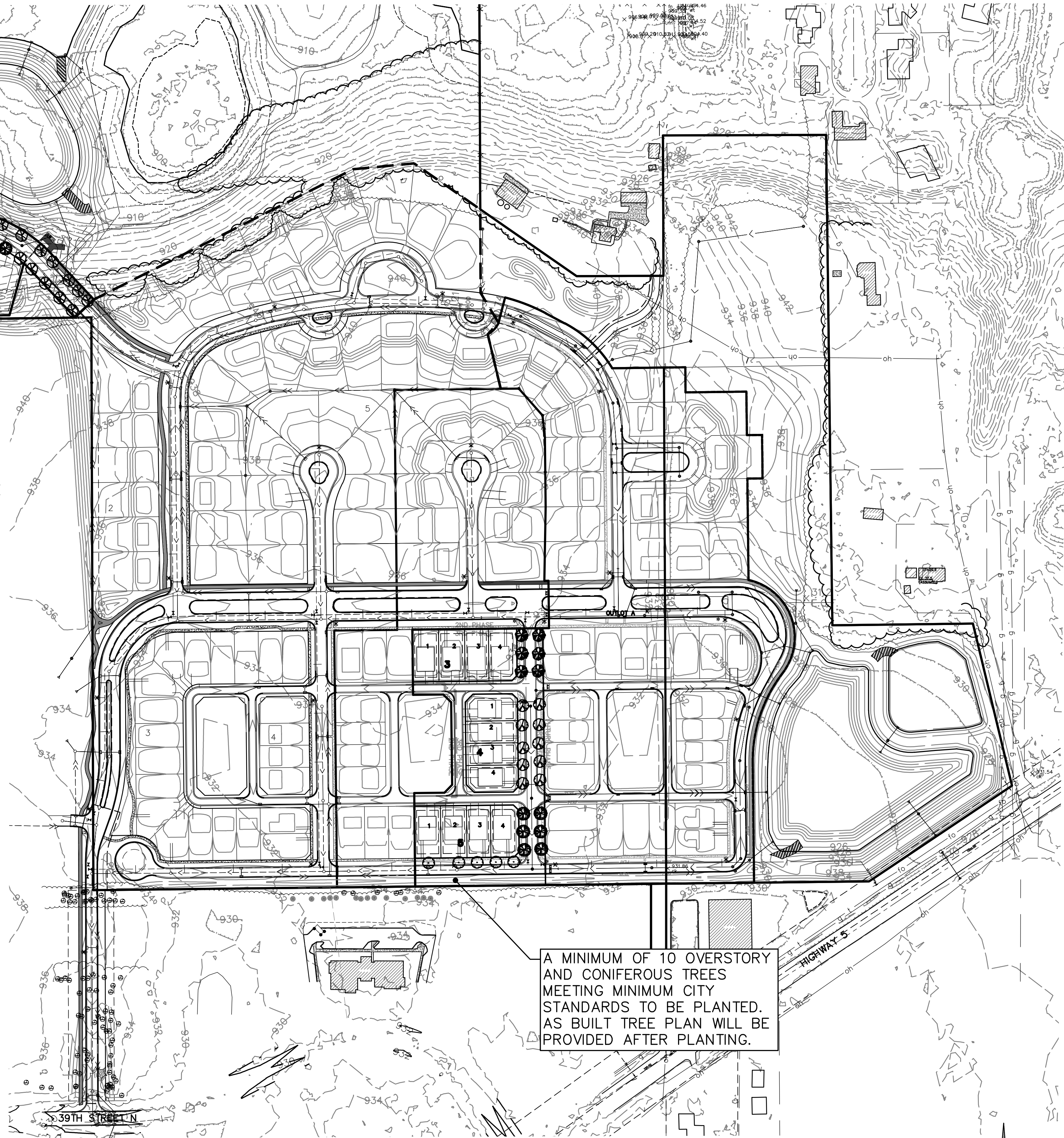
TREES TO BE PLANTED A MINIMUM OF 5' FROM BACK OF CURB WHEN THERE IS A SIDEWALK OR TRAIL WITHIN THE ROW, A MINIMUM OF 8' FROM BACK OF CURB WHEN THERE IS NO TRAIL OR SIDEWALK WITHIN THE ROW.

TREE TOTALS FOR 3RD ADDITION

PLANT SCHEDULE				
KEY	COMMON NAME/Scientific name	ROOT	QUANTITY	INSTRUCTIONS
OVERSTORY TREES				
	SUGAR MAPLE/Acer saccharum	2.5" B&B	11	
	QUAKING ASPEN/Populus tremuloides	2.5" B&B	7	
	COMMON HACKBERRY/Celtis occidentalis	2.5" B&B	13	
	HONEYLOCUST/Gleditsia triacanthos var. enermis	2.5" B&B	13	
	NORTHERN RED OAK/Quercus rubra	2.5" B&B	14	
	SENTRY LINDEN/Tilia americana 'Sentry'	2.5" B&B	29	

TOTAL TREES PROPOSED IN 3RD ADDITION: 97 (INCLUDES 10 BOULEVARD TREES AS NOTED ON PLAN)

ALL BOULEVARD PLANTINGS TO BE OWNER/HOA MAINTAINED



PIONEEREngineering
CIVIL ENGINEERS LAND PLANNERS LAND SURVEYORS LANDSCAPE ARCHITECTS

2422 Enterprise Drive
Mendota Heights, MN 55120
(651) 681-1914
Fax: 681-9488
www.pioneereng.com

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

Name: *Winter L. Thompson*
Reg. No. 44763 Date: 2-9-18

Revisions

Date: 2-9-2018
Designed: jlt
Drawn: jlt/ml

LANDSCAPE PLAN







ROBERT ENGSTROM COMPANIES
4801 WEST 81ST STREET, SUITE 101
MINNEAPOLIS, MINNESOTA 55437-1111

WILDFLOWER 3RD ADDITION
LAKE ELMO, MINNESOTA

L1 OF 3



TREE TOTALS FOR 3RD ADDITION

PLANT SCHEDULE				
KEY	COMMON NAME/Scientific name	ROOT	QUANTITY	INSTRUCTIONS
OVERSTORY TREES				
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	NORTHERN RED OAK/ <i>Quercus rubra</i>	2.5" B&B	14	
	SENTRY LINDEN/ <i>Tilia americana</i> 'Sentry'	2.5" B&B	29	

TOTAL TREES PROPOSED IN 3RD ADDITION: 97 (INCLUDES 10 TREES IN BOULEVARDS AS NOTED ON PLAN)

ALL BOULEVARD PLANTINGS TO BE OWNER/HOA MAINTAINED

LANDSCAPE NOTES:

1. LOTS WILL BE SODDED AFTER CONSTRUCTION.
2. SEE SHEET L1 FOR LANDSCAPE REQUIREMENT DATA
3. ALL PLANTS TO BE PLANTED WITHIN CITY PARKS AND ON CITY PROPERTIES SHALL COMPLY WITH THE CITY'S RESOLUTION ENDORSING BEE-SAFE POLICIES AND PROCEDURES. WRITTEN ACKNOWLEDGEMENT WILL BE PROVIDED.
4. TREES WITHIN BOULEVARDS WITH SIDEWALKS WILL BE PLANTED 5' FROM CURB
5. TREES WITHIN BOULEVARDS WITHOUT SIDEWALKS WILL BE PLANTED 8' FROM CURB

1. PRIOR TO TREE STAKING AND PLANTING OPERATIONS CONTRACTOR MUST CONTACT GOPHER STATE ONE CALL (www.gopherstateonecall.org or 811) TO VERIFY UNDERGROUND UTILITIES. WHERE PRIVATE UTILITIES EXIST ON-SITE THE CONTRACTOR IS REQUIRED TO HAVE THOSE LOCATED AS WELL.
2. PLANT MATERIALS SHALL MEET AMERICAN STANDARD FOR NURSERY STOCK: ANSI Z60.1 LATEST EDITION. [http://americanhort.org/documents/ANSI Nursery Stock Standards AmericanHort 2014.pdf](http://americanhort.org/documents/ANSI%20Nursery%20Stock%20Standards%20AmericanHort%202014.pdf)
3. NO PLANT SUBSTITUTIONS SHALL BE MADE WITHOUT THE PRIOR WRITTEN AUTHORIZATION FROM THE CITY.
4. ALL TREE PROTECTION MEASURES TO BE FIELD STAKED PRIOR TO INSTALLATION. CONTRACTOR TO COORDINATE FIELD REVIEW OF PROPOSED TREE PROTECTION LOCATIONS WITH THE CITY AND PROJECT LANDSCAPE ARCHITECT PRIOR TO ANY TREE PROTECTION INSTALLATION.
5. ALL TREE LOCATIONS TO BE FIELD STAKED PRIOR TO INSTALLATION. CONTRACTOR TO COORDINATE FIELD REVIEW OF PROPOSED TREE LOCATIONS WITH THE CITY AND PROJECT LANDSCAPE ARCHITECT PRIOR TO ANY TREE INSTALLATION.
6. ALL PLANTS SHALL BE PLANTED IMMEDIATELY UPON ARRIVAL TO PROJECT SITE. NO PLANT MATERIAL IS TO BE LEFT OVERNIGHT ON THE PROJECT SITE WITHOUT BEING INSTALLED UNLESS WRITTEN APPROVAL BY CITY.
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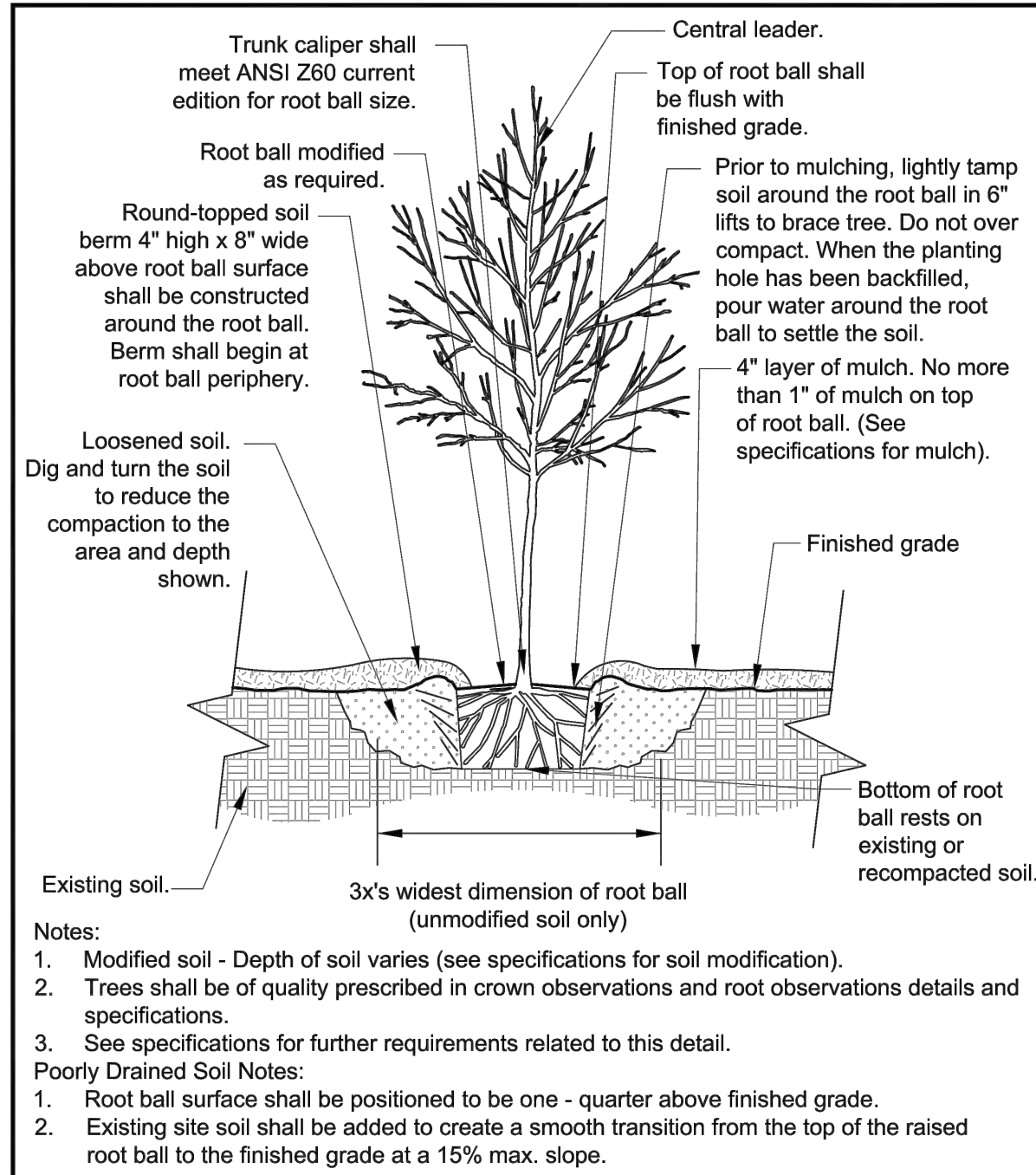


CITY OF LAKE ELMO

STANDARD DRAWING NO.

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LAKE ELMO



DECIDUOUS TREE – MODIFIED/UNMODIFIED
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FEBRUARY 2015

URBAN TREE FOUNDATION © 2014
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CITY OF LAKE ELMO

STANDARD DRAWING NO.

902A

LAKE ELMO

Name

James L. Thompson
James L. Thompson

Reg. No.

44763

Date

2-9-18

Revisions

Date

2-9-2018

Designed

jlt

Drawn

jlt/ml

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

RESOLUTION NO. 2018-025

*A RESOLUTION APPROVING A FINAL PLAT AND FINAL PLANNED UNIT DEVELOPMENT
(PUD) PLAN FOR THE WILDFLOWER AT LAKE ELMO 3RD ADDITION PLANNED
RESIDENTIAL DEVELOPMENT*

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

WHEREAS, Robert Engstrom Companies, 4801 West 81st Street, #101, Bloomington, MN has submitted an application to the City of Lake Elmo (“City”) for a Final Plat and Final PUD Plan for the Wildflower at Lake Elmo 3rd Addition planned residential development, a copy of which is on file in the City of Lake Elmo Community Development Department; and

WHEREAS, the City approved the Wildflower at Lake Elmo General Concept Plan on June 17, 2014; and

WHEREAS, the City approved the Wildflower at Lake Elmo Preliminary Plat and Preliminary PUD Plan on April 7, 2015; and

WHEREAS, the proposed Wildflower at Lake Elmo 3rd Addition Final Plat and Final PUD Plan includes 25 single family residential lots within a planned development on Outlot O, Wildflower at Lake Elmo; and

WHEREAS, the Lake Elmo Planning Commission held public hearing on March 12, 2018 to consider the Final Plat and Final PUD Plan request; and

WHEREAS, the Lake Elmo Planning Commission adopted a motion recommending approval of the Final Plat and Final PUD Plan subject to 9 conditions of approval on March 12, 2018; and

WHEREAS, the Lake Elmo Planning Commission has submitted its report and recommendation concerning the Final Plat and Final PUD Plan as part of a memorandum to the City Council for the March 20, 2018 Council Meeting; and

WHEREAS, the City Council reviewed the Wildflower at Lake Elmo 3rd Addition Final Plat and Final PUD Plan at its meeting held on March 20, 2018 and made the following findings of fact:

- 1) That all the requirements of City Code Section 153.07 related to the Final Plan and Final Plat have been met by the Applicant, with the exceptions noted in the staff report.

- 2) That the proposed Wildflower at Lake Elmo 3rd Addition Final Plat consists of the creation of 25 single-family detached residential structures.
- 3) That the Wildflower at Lake Elmo 3rd Addition Final Plat and Final PUD Plan is consistent with the Preliminary Plat and Plans as approved by the City of Lake Elmo on April 7, 2014.
- 4) That the Wildflower at Lake Elmo 3rd Addition Final Plat and Final PUD Plan is consistent with the Lake Elmo Comprehensive Plan and the Future Land Use Map for this area.
- 5) That the Wildflower at Lake Elmo 3rd Addition Final Plat generally complies with the City's Urban Medium Density Residential zoning district, with the exceptions as noted in the approved Preliminary PUD Plans.
- 6) That the Wildflower at Lake Elmo 3rd Addition Final Plat complies with all other applicable zoning requirements, including the City's landscaping, storm water, sediment and erosion control and other ordinances, except as noted in this report or attachment thereof.
- 7) That the Wildflower at Lake Elmo 3rd Addition Final Plat complies with the City's subdivision ordinance.
- 8) That the Wildflower at Lake Elmo 3rd Addition Final Plat and Final PUD Plan complies with the City's Planned Unit Development Ordinance.
- 9) That the Wildflower at Lake Elmo 3rd Addition Final Plat is consistent with the City's engineering standards with the exceptions noted by the City Engineer in his review comments to the City dated March 1, 2018 and as otherwise identified in future reviews.

NOW, THEREFORE, BE IT RESOLVED THAT the City Council does hereby approve the Wildflower at Lake Elmo 3rd Addition Final Plat and Final PUD Plan subject to the following conditions:

- 1) The comments in the City Engineer's review memorandum dated March 1, 2018 shall be addressed prior to releasing the plat for recording. Final construction plans shall be reviewed and approved by the City Engineer prior to the recording of the Final Plat. All changes and modifications to the plans requested by the City Engineer in a memorandum dated March 1, 2018 and any future reviews shall be incorporated into these documents before they are approved.
- 2) Prior to the execution of the Final Plat by City officials, the Developer shall enter into a Developer's Agreement acceptable to the City Attorney and approved by the City Council that delineates who is responsible for the design, construction, and payment of the required improvements for the Wildflower at Lake Elmo 3rd Addition Final Plat and Final PUD Development Plans with financial guarantees therefore.

- 3) All easements as requested by the City Engineer and Public Works Department shall be documented on the Final Plat prior to the execution of the final plat by City Officials.
- 4) A Common Interest Agreement concerning management of the common areas of Wildflower at Lake Elmo 3rd Addition and establishing a homeowner's association shall be submitted in final form to the Community Development Director before a building permit may be issued for any structure within this subdivision.
- 5) The applicant shall also enter into a landscape license/public art agreement and maintenance agreement with the City that clarifies the individuals or entities responsible for any landscaping and public art installed in areas outside of land dedicated as public park and open space on the final plat.
- 6) The landscape plan shall be reviewed and approved by the City prior to releasing the final plat for recording.
- 7) Street signs and no parking signs shall be installed on City Streets within the development prior to any building permits being issued.
- 8) Street names shall be given the suffix "N" prior to recording of final plat.
- 9) That the Developer adhere to the Alley Snow and Ice Removal Agreement regarding snow and ice removal from the Courtyard Alleys.

Passed and duly adopted this 20th day of March, 2018 by the City Council of the City of Lake Elmo, Minnesota.

Mike Pearson, Mayor

ATTEST:

Julie Johnson, City Clerk



STAFF REPORT

DATE: 3/20/2018

REGULAR

ITEM #: 18

MOTION

TO: City Council

FROM: Emily Becker, Planning Director

AGENDA ITEM: Hammes Estates 3rd Addition Developers Agreement

REVIEWED BY: Jack Griffin, City Engineer
Sarah Sonsalla, City Attorney
Kristina Handt, City Administrator

BACKGROUND:

On February 20, 2018, the City Council adopted Resolution 2018-016 approving the Final Plat for Hammes Estates 3rd Addition. An executed developer's agreement is a condition of final plat approval and is required prior to recording the final plat with Washington County.

ISSUE BEFORE COUNCIL:

The City Council is being asked to adopt Resolution 2018-025 approving the developer agreement for Hammes Estates 3rd Addition.

REVIEW/ANALYSIS:

A condition of approval of the Hammes Estates 3rd Addition Final Plat is that the developer enter into a Developer's Agreement prior to the execution of the plat by City officials. The key aspects of the agreement include the following components:

- That all public improvements to be completed by October 31, 2019 due to phasing within the addition.
- That the developer provide a letter of credit in the amount of \$2,651,650 related to the cost of the proposed improvements.
- That the developer provide a cash deposit of \$466,757 for SAC and WAC charges, engineering administration, one year of street light operating costs and other City fees.
- The City shall reimburse the Developer in the amount of \$40,055 for oversizing costs associated with the installation of 12 inch water main as identified in the plans, and payment shall be made within 30 days of the City's final acceptance of the improvements.
- Tree preservation costs are included in the cost of landscaping improvements, and wetland mitigation and buffer costs are included in the cost of erosion and sedimentation control.

The construction plans for the project have not yet been approved, including the landscaping. Upon execution of this Agreement, receipt of all fees and securities, recording of the final plat and the completion of a Preconstruction meeting with the City, construction can commence.

FISCAL IMPACT:

The future financial impacts include maintenance of streets, trails, sanitary sewer mains, watermain and other public infrastructure, maintenance of storm water ponding areas (after warranty period), monthly lease payments for street lights, and other public financial responsibilities typically associated with a new development. The City will collect building permit fees, Sewer Accessibility Charges and Water Accessibility Charges and property taxes for the 69 lot residential subdivision. Park land dedication was collected with the first phase of the development.

OPTIONS:

The City Council is being asked to consider the approval of the developer's agreement and has the following options:

- 1) Adopt Resolution 2018-025 approving the developer agreement for Hammes Estates 3rd Addition; or
- 2) Direct Staff to amend the draft developer agreement to bring back to a future City Council meeting.

RECOMMENDATION:

Staff recommends the City Council adopt Resolution 2018-025 approving the developer's agreement for Hammes Estates 3rd Addition with the following motion:

“Move to adopt Resolution 2018-025 approving the developer's agreement for Hammes Estates 3rd Addition”

ATTACHMENTS:

- Resolution 2018-025
- Hammes Estates 3rd Addition Development Agreement

(reserved for recording information)

DEVELOPMENT AGREEMENT

(Public sewer and water)

Hammes Estates 3rd Addition

THIS DEVELOPMENT AGREEMENT is dated _____, 2018, by and between the **CITY OF LAKE ELMO**, a Minnesota municipal corporation (the “City”) and Rachel Development, Inc., a Minnesota corporation (the “Developer”).

1. REQUEST FOR PLAT APPROVAL. The Developer has asked the City to approve a plat for Hammes Estates 3rd Addition (referred to in this Agreement as the “Subdivision”). The property being platted is situated in the County of Washington, State of Minnesota, and is legally described on **Exhibit A**.

2. CONDITIONS OF PLAT APPROVAL. The City hereby approves the Subdivision on condition that the Developer enter into this Agreement, furnish the security required by it, and record the plat with the County Recorder or Registrar of Titles within 120 days after the City Council approves the final plat.

3. RIGHT TO PROCEED. This Agreement is intended to regulate the development of the Subdivision and the construction therein of certain public and private improvements. The

Developer may not grade or otherwise disturb the earth, remove trees or construct public or private improvements or any buildings within the Subdivision until all the following conditions precedent have been satisfied:

- A. the Developer has prepared warranty deeds conveying fee title of Outlots A, B and D to the City and provided the executed deeds to the City for recording with Washington County;
- B. the Developer has executed and recorded with Washington County all drainage and utility easements required for the Subdivision by the City Engineer and Public Works Director in the City's standard form;
- C. the Developer has executed and recorded with Washington County the storm water maintenance and easement agreement in the City's standard form;
- D. this Agreement has been executed by the Developer and the City;
- E. the required Security (as hereinafter defined) have been received by the City from or on behalf of the Developer;
- F. final construction plans and specifications have been submitted by the Developer and approved by the City Engineer;
- G. the Developer has paid the City for all legal, engineering and administrative expenses incurred by the City regarding the City approvals and has given the City the additional City Engineering Administration Escrow required by this Agreement;
- H. the Developer has paid any outstanding assessments and taxes for the property or property being deeded to the City;
- I. the Developer has fulfilled any park dedication requirements as specified under this Agreement;
- J. the Developer has received all necessary permits from the MPCA, MDH, DNR, applicable

watershed, Washington County, and any other agency having jurisdiction over the Subdivision;

K. the Developer has provided the City with a certificate of insurance required by this Agreement;

L. the Developer or the Developer's engineer and the Developer's contractor(s) have initiated and attended a preconstruction meeting with the City Engineer and City staff;

M. the final plat has been recorded with Washington County;

N. all homeowners' association declarations, covenants, and restrictions have been submitted, reviewed, and approved by the City Attorney;

O. a title insurance policy has been issued in the amount of \$100,000 in favor of the City, insuring the City's interests as they appear on the plat; and

the City has issued a written notice that all above conditions have been satisfied and that the Developer may proceed.

4. PHASED DEVELOPMENT. If the plat is a phase of a multi-phased preliminary plat, the City may refuse to approve final plats of subsequent phases of the development if the Developer is not in compliance with any term of this Agreement and the non-compliance has not been remedied. Development of subsequent phases of the development may not proceed until development agreements for such phases are approved by the City. Park dedication charges and availability charges for sewer and water referred to in this Agreement are not being imposed on outlots that are designated in the plat for future subdivision into lots and blocks, if any, in the plat. Such charges will be calculated and imposed when these outlots, if any, are platted into lots and blocks.

5. PRELIMINARY PLAT STATUS. If the Subdivision is a phase of a multi-phased preliminary plat, the preliminary plat approval for all phases not final platted shall lapse and be void unless final platted into lots and blocks, not outlots, within five years after preliminary plat

approval.

6. CHANGES IN OFFICIAL CONTROLS. For five years from the date of this Agreement, no amendments to the City's Comprehensive Plan or official controls shall apply to or affect the use, development density, lot size, lot layout or dedications of the approved final plat unless required by state or federal law or agreed to in writing by the City and the Developer. Thereafter, notwithstanding anything in this Agreement to the contrary, to the full extent permitted by state law, the City may require compliance with any changes to the City's Comprehensive Plan, official controls, platting or dedication requirements enacted after the date of this Agreement.

7. DEVELOPMENT PLANS. The Developer agrees to develop the Property in accordance with the City approvals, including the terms and conditions of approval of the final plat as detailed in City Council Resolution No. 2018-016, and to construct all improvements in accordance with the approved construction plans and specifications (collectively, the "Plans") prepared by a professional engineer registered in the State of Minnesota at its sole expense. All terms and conditions of the City approvals are hereby incorporated by reference into this Agreement. The documents which constitute the Plans are those on file with and approved by the City and are listed on **Exhibit B** attached hereto. The Plans may not be modified by the Developer without the prior written approval of the City.

8. IMPROVEMENTS. In developing the Subdivision in accordance with the Plans, the Developer shall make or install at its sole expense the following public and private improvements (collectively, the "Subdivision Improvements"):

- A. Grading and erosion control;
- B. Sanitary sewer;
- C. Water system improvements;
- D. Stormwater improvements (storm sewer pipe, control structures, ponds, BMPs, etc.)
- E. Streets and sidewalks;
- F. Trails;

- G. Underground private utilities;
- H. Landscaping;
- I. Street lighting and signage;
- J. Intersection improvements (turn lanes, by-pass lanes, traffic control, etc.);
- K. Tree preservation and reforestation;
- L. Wetland mitigation and buffers; and
- M. Monuments required by Minnesota Statutes.

All improvements shall be installed in accordance with the approved Plans, the City approvals, the City Code, the City's Engineering Design and Construction Standards Manual, and the City's Landscape and Irrigation Standards. The Developer shall instruct its engineer to provide adequate field inspection personnel to assure an acceptable level of quality control to the extent that the Developer's engineer will be able to certify that the construction work meets the approved Plans, the City approvals, the City Code, the City's Engineering Design and Construction Standards Manual, and the City's Landscape and Irrigation Standards as a condition of City acceptance. In addition, the City may, at the City's discretion and at the Developer's expense, have one or more City inspectors or a soil engineer inspect the Developer's work on a full or part-time basis. The Developer's engineer shall provide for on-site project management. The Developer's engineer is responsible for design changes and contract administration between the Developer and the Developer's contractor.

9. CITY ADMINISTRATION AND CONSTRUCTION OBSERVATION.

At the time of the City's approval of the final plat for the Subdivision, the Developer shall submit to the City an amount to be escrowed by the City for City administration and construction observation costs in an amount provided under paragraph 37 of this Agreement - Summary of Cash Requirements. Thereafter, the Developer shall reimburse the City each month, within 30 days of receiving an invoice, for all administration and construction observation costs incurred by the City during the construction of the Subdivision Improvements by the City's engineering, public works, planning, and landscape architecture staff and consultants. After 30 days of the invoice,

the City may draw upon the escrow and stop the work on site until the escrow has been replenished in its full amount. City administration and oversight will include monitoring of construction progress and construction observation, consultation with the Developer and the Developer's professionals on status or problems regarding the project, coordination for testing, final inspection and acceptance, project monitoring during the warranty period, and processing of requests for reduction in the Security. Construction observation shall include, at the discretion of the City, part or full time inspection of proposed public utilities and street construction. Services will be billed by the City on an hourly basis.

The direction and review provided by the City through the inspection of the Subdivision Improvements should not be considered a substitute for the Developer-required management of the construction of the Subdivision Improvements. The Developer must require the Developer's contractor(s) to furnish the City with a schedule of proposed operations at least five days prior to the commencement of construction of each type of Subdivision Improvement. The City shall inspect all Developer-installed Subdivision Improvements during and after construction for compliance with the Plans, the City approvals, the City Code, the City's Engineering Design and Construction Standards Manual, and the City's Landscape and Irrigation Standards. The Developer will notify the City at such times during construction as the City requires for inspection purposes. Such inspection is pursuant to the City's governmental authority, and no agency or joint venture relationship between the City and the Developer is thereby created.

10. CONTRACTORS/SUBCONTRACTORS. City Council members, City employees, and City Planning Commission members, and corporations, partnerships, and other entities in which such individuals have greater than a 25 percent ownership interest or in which they are an officer or director may not act as contractors or subcontractors for the Subdivision Improvements identified in Paragraph 8 above.

11. TIME OF PERFORMANCE. The Developer shall install all required Subdivision

Improvements by October 31, 2019, with the exception of the final wear course of asphalt on streets. The Developer shall install the bituminous wearing course of streets after the first course has weathered a winter season, consistent with warranty requirements, however, final acceptance of the Subdivision Improvements by the City will not be granted until all work is completed, including the final wear course. The Developer may, however, request an extension of time from the City. If an extension is granted, it shall be conditioned upon updating the Security posted by the Developer to reflect cost increases and amending this Agreement to reflect the extended completion date. Final wear course placement outside of this time frame must have the written approval of the City Engineer.

12. MAINTENANCE DURING CONSTRUCTION. The Developer shall be responsible for all maintenance of the Subdivision Improvements including the snow plowing of the streets, roads and alleys until the Subdivision Improvements are accepted by the City in writing. The Developer is also responsible for locating all underground utilities until the Subdivision Improvements are accepted by the City in writing. Warning signs shall be placed by the Developer when hazards develop in streets to prevent the public from traveling on same and to direct attention to detours. If and when streets become impassable, such streets shall be barricaded and closed by the Developer. In the event residences are occupied prior to completing streets, the Developer shall maintain a smooth surface and provide proper surface drainage to ensure that the streets are passable for traffic and emergency vehicles. The Developer shall be responsible for keeping streets within and without the Subdivision clean and clear of dirt and debris that may spill, track, or wash onto the street from the Developer's operations. The Developer shall contract for street cleaning for streets within and immediately adjacent to the Subdivision. At a minimum, scraping and sweeping shall take place on a weekly basis.

Prior to the City's acceptance of the streets, the City may agree, at the City's sole discretion, to keep the streets open during winter months by plowing snow. The City will consider

snow plowing streets on a case-by-case basis and under the following conditions: 1) the Developer must request in writing the streets it is requesting to be plowed by the City, with such request received by the City prior to October 1st of each winter season that plowing is requested; 2) there must be residences along the street; 3) for streets that do not have the bituminous wear course placed, the Developer must install paved wedges along all curb lines and catch basins of the street; 4) gate valves and manholes must be level with the pavement surface; 5) street curves, center medians, and other protrusions in the right-of-ways must be delineated with “HI-VIS” fiberglass stakes; 6) a site review must be scheduled by the Developer and conducted with the City’s Public Works Department with the Developer in attendance to review the streets that are being requested to be plowed prior to the commitment of plowing by the City; 7) the Developer must agree to not hold the City responsible for any damage caused by snow plowing operations to the streets, curb and gutter, manholes, catch basins, or other infrastructure; and 8) the Developer shall enter into an agreement with the City for plowing of the streets.

13. LICENSE. The Developer hereby grants the City, its agents, employees, officers and contractors a license to enter the Property to perform all work and inspections deemed appropriate by the City in conjunction with the development of the Property and this Agreement.

14. CONSTRUCTION ACCESS. Construction traffic access and egress for grading, public utility construction, and street construction is restricted to access the Subdivision via 8th Street North via Keats Avenue North. No construction traffic is permitted on other adjacent local streets.

15. CONSTRUCTION SEQUENCE AND COMPLIANCE. The City will require the Developer to construct the Subdivision Improvements in a sequence which will allow progress and compliance points to be measured and evaluated. The Developer and the Developer’s representatives are required to supervise and coordinate all construction activities for all Subdivision Improvements and must notify the City in writing stating when the work is ready for the inspection at each of the measurable points defined in the following paragraphs.

16. EROSION CONTROL. All construction regarding the Subdivision Improvements shall be completed in a manner designed to control erosion and in compliance with the City Code, the City's Engineering Design and Construction Standards Manual, all watershed district permits, the Minnesota Pollution Control Agency's best management practices, and other requirements including the City's permit with the Minnesota Pollution Control Agency for the municipal separate storm sewer system program. Prior to initiating any work on the site, an erosion control plan must be implemented by the Developer and inspected and approved by the City. Erosion and sediment control measures shall be coordinated with the various stages of development. The City may impose additional erosion control requirements at any stage in development as deemed necessary to maintain a compliant site. All areas disturbed for site improvements must be reseeded by the Developer promptly after the work in the area is complete unless construction of the next stage of the improvements will begin in that area within seven days. The parties recognize that time is of the essence in controlling erosion.

If the Developer does not comply with the erosion control plan and schedule or supplementary instructions received from the City, the City may take such action as it deems appropriate to control erosion. The City will endeavor to notify the Developer in advance of any proposed action, but failure of the City to do so will not affect the Developer's and City's rights or obligations hereunder. If the Developer does not reimburse the City for any cost the City incurred for such work within 10 days, the City may draw down the Security to pay any costs. No development, utility or street construction will be allowed and no building permits will be issued by the City unless the Subdivision is in full compliance with the approved erosion control plan.

If building permits are issued prior to the acceptance of public Subdivision Improvements, the Developer assumes all responsibility for erosion control compliance throughout the Subdivision and the City may take such action as allowed by this Agreement against the Developer for any noncompliant issue as stated above. Erosion control plans for individual lots will be required in accordance with the City's building permit requirements, or as required by the

City or City Engineer.

17. SITE GRADING. In order to construct the Subdivision Improvements and otherwise prepare the Property for development, it will be necessary for the Developer to grade the Subdivision. All grading must be done in compliance with this Agreement and the approved grading plans. Within 30 days after completion of the grading, the Developer shall provide the City with an “as built” grading plan and a certification by a registered land surveyor or engineer as required in the City’s Engineering Design and Construction Standards Manual.

18. STREET AND UTILITY IMPROVEMENTS. All storm sewers, sanitary sewers, watermain, and streets, including turn lane and intersection improvements, shall be installed in accordance with the approved Plans, the City approvals, the City Code, and the City’s Engineering Design and Construction Standards Manual. Curb and gutter, the first lift of the bituminous streets, the installation of sidewalks, the grading of boulevards, the installation of street signs, and all restoration work on the site shall be completed in accordance with the approved Plans. Once the work is completed, the Developer or the Developer’s representative shall submit a written request to the City asking for an inspection of the initial improvements. The City will then schedule a walk-through to create a punch list of outstanding items to be completed. Upon receipt of the written punch list provided by the City, the punch list items must be completed by the Developer and the City notified to re-inspect the improvements. The final bituminous wear course shall be installed by the Developer after the first bituminous course has weathered a winter season. Prior to placement of the final bituminous wear course, the Developer shall repair or replace all broken or failing curbs, sidewalks and damaged or settled streets as determined by the City from a pre-wear course walk through inspection.

19. LANDSCAPING AND TREE REPLACEMENT IMPROVEMENTS.

- A. The Developer agrees to install landscaping in accordance with the approved Plans, the City approvals, the City Code, the City’s Engineering Design and Construction

Standards Manual, and the City's Landscape and Irrigation Standards. All landscaping materials such as trees, shrubs, grasses, or other vegetation installed by the Developer must be warrantied and maintained for a period of two years. The two year warranty period shall be deemed to start once all required landscaping identified as responsibility of Developer in the approved Plans has received acceptance by the City. The Developer agrees to have the installer of the landscaping complete an inspection 30 days prior to the end of the two year warranty period and provide the City with a written report identifying the condition of all landscaping. In the event any landscaping installed by the Developer is deemed to be in poor condition or dead, the Developer is to replace the landscaping with like kind materials or as otherwise approved by the City.

- B. The Developer shall be responsible for maintaining regular watering, fertilizing, and over-seeding necessary to establish final lawns and yards as identified in the approved Plans for outlots, public rights-of-way, and any disturbed areas outside the Subdivision boundaries according to a landscape maintenance plan approved by the City. The Developer agrees to achieve "substantial performance" on all seeded or sodded lawns and yards disturbed during the construction of Subdivision Improvements. For the purpose of this Agreement "substantial performance" shall be defined for areas seeded or sodded with a turf or lawn mix as "square foot turf areas with an average blade height of three inches free of eroded, bare, or dead spots and free from perennial weeds or unwanted grasses with no visible surface soil." For areas seeded with a native grass or flower mix "substantial performance" shall be defined as "square foot native grass or flower areas with an average height of eight inches free of eroded, bare, or dead spots and no visible surface soil."

20. SIGNAGE, STREET LIGHTING AND OTHER UTILITIES. The Developer agrees to install street signs, traffic and parking signs, and pavement markings within the Subdivision all in

accordance with the approved Plans and the City Engineering Design Standards Manual. Street and traffic sign details shall be submitted by the Developer to the City for approval prior to installation. In addition, the Developer shall be responsible for the cost and all coordination work to extend private utilities along with street lighting within the Subdivision all in accordance with the approved plans and right-of-way permits.

21. OWNERSHIP OF IMPROVEMENTS. Upon completion of the work and construction required by this Agreement, the Subdivision Improvements lying within public easements shall become City property. Prior to acceptance of the public Subdivision Improvements by the City, the Developer must furnish the City with a complete set of reproducible "record" plans and an electronic file of the "record" plans in accordance with the City's Engineering Design and Construction Standards Manual together with the following affidavits:

- Developer/Developer Engineer's Certificate
- Land Surveyor's Certificate

certifying that all construction has been completed in accordance with the terms of this Agreement. All necessary forms will be furnished by the City. Upon receipt of "record plans" and affidavits, and upon review and verification by the City Engineer that the public Subdivision Improvements have been completed in accordance with the terms of this Agreement, the City Engineer will accept the completed public Subdivision Improvements.

22. PARK DEDICATION. The Developer has previously satisfied park dedication requirements for all the areas to be platted within the Hammes Estates Preliminary Plat as part of the Hammes Estates 1st Addition Development Agreement. Therefore, no fees in lieu of land dedication are required for this Subdivision.

23. SANITARY SEWER AND WATER UTILITY AVAILABILITY CHARGES (SAC AND WAC). The Developer shall be responsible for the payment of all sewer availability charges (SAC) and all water availability charges (WAC) with respect to the Subdivision Improvements required by the City and any state or metropolitan government agency.

The sewer availability charge (SAC) in the amount of \$3,000.00 per REC shall be paid by the Developer to the City prior to recording the final plat. The total amount to be paid by the Developer is: \$207,000.00.

The water availability charge (WAC) in the amount of \$3,000.00 per REC shall be paid by the Developer to the City prior to recording the final plat. The total amount to be paid by the Developer is: \$207,000.00.

In addition, a sewer connection charge in the amount of \$1,000.00 per REC, a Metropolitan Council sewer availability charge in the amount of \$2,485.00 per REC, and a water connection charge in the amount of \$1,000.00 per REC is payable by the Developer and will be collected by the City at the time the building permit is issued for each lot.

24. STREET LIGHTS. The Developer is responsible for the cost of street light installation consistent with a street lighting plan approved by the City. Before the City signs the final plat, the Developer shall post a Security for street light installation consistent with the approved plan. The required Security is \$48,000 and consists of eight decorative lights at \$6000 each, The Developer shall also pay the City \$129/light (\$1032.00) to reimburse the City for the first year operating costs for the street lights.

25. WETLAND MITIGATION. The Developer shall complete wetland mitigation/restoration in accordance with the approved Plans and in accordance with any applicable Watershed or agency permits. If the mitigation work is found to be incomplete or restoration is unsuccessful, the City may draw down the Security at any time during the warranty period to perform the work if the Developer fails to take corrective measures after being provided reasonable notice by the City.

26. BUILDING PERMITS/CERTIFICATES OF OCCUPANCY.

- A. No building permit shall be issued for any lot within a phase of the Subdivision, identified in a City Preapproved Phasing Plan, until such time that: sanitary sewer

and water mains have been tested and approved by the City in such phase; storm sewer inverts have been verified by the City in such phase; curb and gutter and one lift of asphalt have been installed and tested for all public streets in such phase; property monuments have been installed in such phase; lot grading and lot drainage has been verified and approved by the City in such phase through as-built lot corner elevations and as-built elevations for all emergency overflow elevations and downstream drainage systems; boulevard grading has been completed within the entire right-of-way (without hold down grading for the future sidewalk or any other improvements); and street and traffic control signs are installed. A "Preapproved Phasing Plan" is defined to be the "_____ " dated _____, prepared by Westwood Professional Services, or other phased construction plan that has been submitted by the Developer and approved by the City in advance of the preconstruction meeting for the Subdivision. Once the construction has started, the City will not consider revisions to the Preapproved Phasing Plan for the purpose of issuing building permits.

- B. Issuance of a single building permit for a "model home" may be authorized by the City Planning Director prior to the completion of the Subdivision Improvements described in paragraph 27 (A) above, if there is safe public access to the lot that is sufficient to allow construction to proceed and there is a grading as-built plan approved by the City for the lot and all downstream storm water drainage facilities. However, the City will not issue a certificate of occupancy for any "model home" until all conditions identified in paragraph 27 (A) above have been completed. The Developer shall use the model home only for real estate sales purposes and no other purposes.
- C. Prior to issuance of building permits, wetland buffer monuments shall be placed in

accordance with the City's zoning ordinance. The monument design shall be approved by the Planning Department.

- D. Breach of the terms of this Agreement by the Developer, including nonpayment of billings from the City, shall be grounds for denial of building permits, certificates of occupancy, and withholding of other permits, inspection or actions and the halting of all work in the Subdivision.
- E. If building permits are issued prior to the acceptance of the public Subdivision Improvements by the City, the Developer assumes all liability and costs resulting in delays in completion of public Subdivision Improvements and damage to public Subdivision Improvements caused by the City, Developer, the Developer's contractors, subcontractors, materialmen, employees, agents, or any third parties.
- F. If building permits are issued prior to the construction of front yard sidewalks or trails, the Developer assumes all responsibility for the coordination, liability and costs to:
 - 1) ensure that the sidewalks and trails are constructed prior to any driveways for any lots with sidewalks or trails; 2) that the sidewalks and trails are constructed continuously from end of street to end of street without exceptions or gaps in the sidewalk or trail; 3) that there is a stop work order on all building construction for impacted lots during the sidewalk and trail construction and curing periods to prohibit traffic prior to City approval; and, 4) that all boulevard grading and restoration re-work is completed immediately following the sidewalk or trail construction.
- G. No sewer and water connection permits may be issued until the streets needed for access have been paved with a bituminous surface and the utilities are tested and approved by the City Engineer.

27. RESPONSIBILITY FOR COSTS.

- A. In the event that the City receives claims from labor, materialmen, or others that work

required by this Agreement has been performed and the amounts due to them have not been paid, and the laborers, materialmen, or others are seeking payment from the City, the Developer hereby authorizes the City to commence an Interpleader action pursuant to Rule 22, Minnesota Rules of Civil Procedure for the District Courts, to draw upon the Security in an amount up to 125 percent of the claim(s) and deposit the funds in compliance with the Rule, and upon such deposit, the Developer shall release, discharge, and dismiss the City from any further proceedings as it pertains to the funds deposited with the District Court, except that the Court shall retain jurisdiction to determine attorneys' fees pursuant to this Agreement.

- B. Except as otherwise specified herein, the Developer shall pay all costs incurred by it or the City in conjunction with the development of the Subdivision, including but not limited to legal, planning, engineering, and inspection expenses incurred in connection with the City's approval and acceptance of the plat and the Subdivision, the preparation of this Agreement, the City's review of construction plans and documents, and all costs and expenses incurred by the City in monitoring and inspecting development of the Subdivision. All amounts incurred and due to the City at the time of the recording of the final plat must be fully paid by the Developer prior to the City executing and releasing the final plat for recording.
- C. The Developer shall hold the City and its officials, employees, and agents harmless from claims made by itself and third parties for damages sustained or costs incurred resulting from the City's approval of the plat and the development of the Subdivision. The Developer shall indemnify the City and its officials, employees, and agents for all costs, damages, or expenses which the City may pay or incur in consequence of such claims, including attorneys' fees.
- D. The Developer shall reimburse the City for costs incurred in the enforcement of this Agreement, including reasonable engineering and attorneys' fees.

- E. The Developer shall pay, or cause to be paid when due, and in any event before any penalty is attached, all special assessments referred to in this Agreement. This is a personal obligation of the Developer and shall continue in full force and effect even if the Developer sells one or more lots, the entire Property, or any portion of it.
- F. The Developer shall pay in full all bills submitted to it by the City for obligations incurred under this Agreement within 30 days after receipt. Bills not paid within 30 days shall be assessed a late fee per the City adopted fee schedule. Upon request, the City will provide copies of detailed invoices of the work performed by the City and its consultants.

28. CITY PAYMENTS. The City shall reimburse the Developer in the amount of \$40,055 for oversizing costs associated with the installation of 12 inch water main as identified on the Plans. City payments shall be made within 30 days of the City's final acceptance of the Improvements, but only if the Developer is not in default with respect to any terms of this Agreement. This payment by the City shall be the City's only responsibility with regard to construction of the Improvements and in no case shall act as a waiver of any other right of the City under this Agreement or under applicable laws, ordinances or rules.

29. SPECIAL PROVISIONS. The following special provisions shall apply to the Subdivision:

- A. Implementation of the recommendations listed in the February 5, 2018, Engineering memorandum.
- B. Upon the recording of the final plat, the Developer shall convey Outlots A, B, and D to the City by warranty deed, free and clear of any and all encumbrances, unless otherwise agreed to by the City.
- C. The Developer must obtain a sign permit from the City Building Official prior to installation of any subdivision identification signs.

- D. All public trails shall be located within outlots, be at least 30' in width, and either dedicated to the City in the plat or an easement in a form acceptable to the City be provided. The title policy to be provided to the City shall insure the City's interests in this property.
- E. The Developer shall enter into a Landscape License Agreement with the City that clarifies the individuals or entities responsible for maintenance of any landscaping installed in areas outside of land dedicated as public park and open space on the final plat.
- F. The Developer shall abide by all conditions of the Minnesota Department of Natural Resources Public Waters Work Permit #2015-0193.

30. MISCELLANEOUS.

- A. The Developer may not assign this Agreement without the written permission of the City Council. The Developer's obligations hereunder shall continue in full force and effect even if the Developer sells one or more lots, the entire Property, or any portion of it.
- B. Retaining walls that require a building permit shall be constructed in accordance with plans and specifications prepared by a professional engineer licensed by the State of Minnesota. Following construction, a certification signed by the design engineer shall be filed with the City Engineer evidencing that the retaining wall was constructed in accordance with the approved Plans. All retaining walls identified on the Plans or by special conditions referred to in this Agreement shall be constructed before any other building permit is issued for a lot on which a retaining wall is required to be built.
- C. Legal documents regarding homeowner association declarations, covenants, and restrictions shall be submitted to the City prior to recording of the final plat for review

and approval by the City Attorney.

- D. The Developer shall take out and maintain or cause to be taken out and maintained until six months after the City has accepted the public Subdivision Improvements, public liability and property damage insurance covering personal injury, including death, and claims for property damage which may arise out of Developer's work or the work of its subcontractors or by one directly or indirectly employed by any of them.

Limits for bodily injury and death shall be not less than \$500,000 for one person and \$1,500,000 for each occurrence; limits for property damage shall be not less than \$200,000 for each occurrence; or a combination single limit policy of \$1,500,000 or more. The City shall be named as an additional insured on the policy, and the Developer shall file with the City a certificate of insurance evidencing coverage prior to the City signing the plat. The certificate shall provide that the City must be given 30 days' advance written notice of the cancellation of the insurance.

- E. Third parties shall have no recourse against the City under this Agreement.
- F. If any portion, section, subsection, sentence, clause, paragraph, or phrase of this Agreement is for any reason held invalid, such decision shall not affect the validity of the remaining portion of this Agreement.
- G. The action or inaction of the City shall not constitute a waiver or amendment to the provisions of this Agreement. To be binding, amendments or waivers shall be in writing, signed by the parties and approved by written resolution of the City Council. The City's failure to promptly take legal action to enforce this Agreement shall not be a waiver or release.
- H. This Agreement shall run with the land and may be recorded against the title to the Property at the Developer's expense. The Developer covenants with the City, its

successors and assigns, that the Developer has fee title to the Property being final platted and has obtained consents to this Agreement, in the form attached hereto, from all parties who have an interest in the Property, including, but not limited to, mortgagees; that there are no unrecorded interests in the Property being final platted; and that the Developer will indemnify and hold the City harmless for any breach of the foregoing covenants.

- I. Each right, power or remedy herein conferred upon the City is cumulative and in addition to every other right, power or remedy, express or implied, now or hereafter arising, available to City, at law or in equity, or under any other agreement, and each and every right, power and remedy herein set forth or otherwise so existing may be exercised from time to time as often and in such order as may be deemed expedient by the City and shall not be a waiver of the right to exercise at any time thereafter any other right, power or remedy.
- J. The Developer represents to the City that the Subdivision and the Subdivision Improvements comply or will comply with all City, County, metropolitan, state, and federal laws and regulations, including but not limited to: subdivision ordinances, zoning ordinances, and environmental regulations. If the City determines that the Subdivision is not in compliance, the City may, at its option, refuse to allow construction or development work in the Subdivision until it is brought into compliance. Upon the City's demand, the Developer shall cease work until there is compliance.

31. EVENTS OF DEFAULT. The following shall be "Events of Default" under this Agreement and the term "Event of Default" shall mean, whenever it is used in this Agreement, any one or more of the following events:

- A. Subject to unavoidable delays, failure by the Developer to commence and complete construction of the public Subdivision Improvements pursuant to the terms,

conditions and limitations of this Agreement.

- B. Failure by the Developer to substantially observe or perform any material covenant, condition, obligation or agreement on its part to be observed or performed under this Agreement.

32. REMEDIES ON DEFAULT. Whenever any Event of Default occurs, the City, subject to any rights of third parties agreed to by the City pursuant to this Agreement, or otherwise by written, executed instrument of the City, may take any one or more of the following:

- A. The City may suspend its performance under the Agreement until it receives assurances from the Developer, deemed adequate by the City, that Developer will cure its default and continue its performance under the Agreement. Suspension of performance includes the right of the City to withhold permits including, but not limited to, building permits.
- B. The City may initiate such action, including legal or administrative action, as is necessary for the City to secure performance of any provision of this Agreement or recover any amounts due under this Agreement from the Developer, or immediately draw on the Security, as set forth in this Agreement.

33. ENFORCEMENT BY CITY; DAMAGES. The Developer acknowledges the right of the City to enforce the terms of this Agreement against the Developer, by action for specific performance or damages, or both, or by any other legally authorized means. In the event of a default by the Developer as to construction or repair of any of the Subdivision Improvements or any other work or undertaking required by this Agreement, the City may, at its option, perform the work and the Developer shall promptly reimburse the City for any expense incurred by the City. This Agreement is a license for the City to act, and it shall not be necessary for the City to seek an order from any court for permission to enter the Subdivision for such purposes. If the City does such work, the City may, in addition to its other remedies, levy special assessments against

the land within the Subdivision to recover the costs thereof. For this purpose, the Developer, for itself and its successors and assigns, expressly waives any and all procedural and substantive objections to the special assessments, including, but not limited to, hearing requirements, and any claim that the assessments exceed the benefit to the land so assessed. The Developer, for itself and its successors and assigns, also waives any appeal rights otherwise available pursuant to Minnesota Statutes Section 429.081.

The Developer also acknowledges that its failure to perform any or all of the Developer's obligations under this Agreement may result in substantial damages to the City; that in the event of default by the Developer, the City may commence legal action to recover all damages, losses and expenses sustained by the City; and that such expenses may include, but are not limited to, the reasonable fees of legal counsel employed with respect to the enforcement of this Agreement.

34. WARRANTY. During the warranty period, the Developer warrants that all Subdivision Improvements will be free from defects and that they will continue to meet all technical specifications and standards. During the warranty period, the Developer agrees to repair or replace any Subdivision Improvement, or any portion or element thereof, which shows signs of failure, normal wear and tear excepted. If the Developer fails to repair or replace a defective Subdivision Improvement during the warranty period, the City may repair or replace the defective portion and may use the Security to reimburse itself for such costs. The Developer agrees to reimburse the City fully for the cost of all Subdivision Improvement repair or replacement if the cost thereof exceeds the remaining amount of the Security. Such reimbursement must be made within 45 days of the date upon which the City notifies the Developer of the cost due under this paragraph. The Developer hereby agrees to permit the City to specially assess any unreimbursed costs against any lots in the Subdivision which have not been sold to home buyers if the Developer fails to make required payments to the City. The Developer, on behalf of itself and its successors and assigns, acknowledges the benefit to the lots within the Subdivision of the repair or

replacement of the Subdivision Improvements and hereby consents to such assessment and waives the right to a hearing or notice of hearing or any appeal thereon under Minnesota Statutes, Chapter 429.

- A. The required warranty period for all work relating to the public sewer and water shall be two years from the date of final written City acceptance of the work.
- B. The required warranty period for all work relating to street construction, including concrete curb and gutter, sidewalks and trails, materials and equipment shall be subject to one year from the date of final written acceptance of the work.
- C. The required warranty period for sod, trees, and landscaping is two years from the date of final written City acceptance of the installation.

35. SUMMARY OF SECURITY REQUIREMENTS. To guarantee compliance with the terms of this Agreement, payment of special assessments, payment of the costs of all public Subdivision Improvements, and construction of all public Subdivision Improvements, the Developer shall furnish the City with an irrevocable letter of credit or a cash escrow or a combination of a cash escrow and letter of credit (the "Security") in the amount of \$2,651,650. The bank originating the letter of credit shall be determined by the City to be solvent and creditworthy. The letter of credit shall substantially be in the form attached to this Agreement and must be approved by the City. The amount of the Security was calculated as itemized on Exhibit C. If at any time the City reasonably determines that the bank issuing the letter of credit no longer satisfies the City's requirements regarding solvency and creditworthiness, the City shall notify the Developer and the Developer shall provide to the City within 45 days a substitute for the letter of credit from another bank meeting the City's requirements. If the Developer fails to provide the City within 45 days with a substitute letter of credit from an issuing bank satisfactory to the City, the City may draw under the existing letter of credit.

This breakdown is for historical reference; it is not a restriction on the use of the Security.

The City may draw down the Security, without notice, for any violation of the terms of this Agreement or if the Security is allowed to lapse prior to the end of the required term. If the required public Subdivision Improvements are not completed at least 30 days prior to the expiration of the Security, the City may also draw it down. If the Security is drawn down, the proceeds shall be used by the City to cure the default.

36. REDUCTION OF SECURITY. Upon written request by the Developer and upon receipt of proof satisfactory to the City Engineer that work has been completed in accordance with the approved Plans and the terms of this Agreement and that all financial obligations to the City have been satisfied, the City Engineer may approve reductions in the Security in the following instances:

- A. Up to 75 percent of the Security associated with the itemization on **Exhibit C** may be released upon completion of the following key milestones of the project as determined by the City Engineer:
 - 1. Construction Categories 2 and 3: The amount of \$832,630 may be released when all sanitary sewer and watermain utilities have been installed, all testing and televising has been successfully completed, sanitary sewer as-built inverts have been verified, and the utilities are considered ready for use by the City Engineer.
 - 2. Construction Categories 4 and 5: The amount of \$807,950 may be released when all streets, sidewalks, and storm sewer have been installed and tested, and have been found to be complete to the satisfaction of the City Engineer including all corrective work for any identified punch list items and including verification of storm sewer as-built inverts, but not including the final wear course.
 - 3. Construction Categories 6-10 and 14-17: The amount of \$146,801 may be released when all remaining Developer's obligations under this Agreement

have been completed including: (1) bituminous wear course; (2) street lighting and private utilities; (3) trails; (4) bio retention facilities; (5) iron monuments for lot corners have been installed; (3) all financial obligations to the City satisfied; (4) the required "record" plans in the form of the City standards have been received and approved by the City; and (5) the public Subdivision Improvements are accepted by the City Engineer and the City Council.

4. Construction Categories 11, 12 and 13: The amount of \$201,356 may be released when landscaping Subdivision Improvements have been installed to the satisfaction of the City including all corrective work for any identified punch list items.
- B. Twenty-five percent of the original Security amount, excluding grading and landscaping improvements shall be retained until: (1) all Subdivision Improvements have been fully completed and accepted by the City, including all corrective work and warranty punch list items; (2) all financial obligations to the City have been satisfied; and (3) the warranty period has expired.
- C. Twenty-five percent of the original Security amount associated with landscaping shall be retained by the City until: (1) all landscaping Subdivision Improvements have been fully completed and accepted by the City, including all corrective work and warranty punch list items being completed by the Developer; (2) all financial obligations to the City have been satisfied; and (3) the warranty period has expired.
- D. In addition to the above project milestone based Security reductions, the Developer may submit a written request and upon receipt of proof satisfactory to the City Engineer that work is progressing in accordance with the approved Plans and the terms of this Agreement and that all financial obligations to the City have been satisfied, the City Engineer may approve a one-time reduction in the Security for Construction Categories 2-5 in an amount not to exceed 50 percent of the initial

Security amount. This one-time Security reduction does not apply to Categories 4-5 if boulevard sidewalks or trails have not been installed.

- E. It is the intent of the parties that the City at all times have available to it Security in an amount adequate to ensure completion of all elements of the Subdivision Improvements and other obligations of the Developer under this Agreement, including fees or costs due to the City by the Developer. To that end and notwithstanding anything herein to the contrary, all requests by the Developer for a reduction or release of the Security shall be evaluated by the City in light of that principle.

37. SUMMARY OF CASH REQUIREMENTS. The following is a summary of the cash requirements under this Agreement which must be paid to the City prior to recording the final plat:

Sewer Availability Charge (SAC):	\$207,000
Water Availability Charge (WAC):	\$207,000
Park Dedication:	\$0
Special Assessments Due:	\$0
Street Light Operating Fee:	\$1032
City Base Map Upgrading (\$25.00 per REU):	\$1725
City Engineering Administration Escrow:	\$50,000
TOTAL CASH REQUIREMENTS:	\$466,757

38. NOTICES. Required notices to the Developer shall be in writing, and shall be either hand delivered to the Developer, its employees or agents, or mailed to the Developer by certified mail at the following address: 4125 Napier Ct NE, St. Michael, Minnesota 55376; Attn: David Stradtman. Notices to the City shall be in writing and shall be either hand delivered to the City Administrator, or mailed to the City by certified mail in care of the City Administrator at the following address: Lake Elmo City Hall, 3880 Laverne Avenue N. Lake Elmo, Minnesota 55042.

39. EVIDENCE OF TITLE. Developer shall furnish the City with evidence of fee ownership of the property being platted by way of a title insurance policy dated not earlier than January 17, 2018.

40. COMPLIANCE WITH LAWS. The Developer agrees to comply with all laws, ordinances, regulations, and directives of the state of Minnesota and the City applicable to the Subdivision. This Agreement shall be construed according to the laws of the Minnesota.

41. SEVERABILITY. In the event that any provision of this Agreement shall be held invalid, illegal, or unenforceable by any court of competent jurisdiction, such holding shall pertain only to such section and shall not invalidate or render unenforceable any other provision of this Agreement.

42. NON-WAIVER. Each right, power, or remedy conferred upon the City by this Agreement is cumulative and in addition to every other right, power or remedy, express or implied, now or hereafter arising, or available to the City at law or in equity, or under any other agreement. Each and every right, power, and remedy herein set forth or otherwise so existing may be exercised from time to time as often and in such order as may be deemed expedient by the City and shall not be a waiver of the right to exercise at any time thereafter any other right, power, or remedy. If either party waives in writing any default or nonperformance by the other party, such waiver shall be deemed to apply only to such event and shall not waive any other prior or subsequent default.

43. COUNTERPARTS. This Agreement may be executed simultaneously in any number of counterparts, each of which shall be an original and shall constitute one and the same Agreement.

CITY OF LAKE ELMO

By: _____

Its: Mayor

By: _____

Its: City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF WASHINGTON)

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____ and _____, the Mayor and City Clerk, respectively, of the City of Lake Elmo, a Minnesota municipal corporation, on behalf of the corporation and pursuant to the authority granted by its City Council.

NOTARY PUBLIC

DEVELOPER

By: _____

Its: _____

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____, day of _____,
20____, by _____, the _____ of Rachel
Development, Inc., a Minnesota corporation.

NOTARY PUBLIC

DRAFTED BY:
City of Lake Elmo
3800 Laverne Avenue North
Lake Elmo, MN 55042
(651) 747-3901

FEE OWNER CONSENT TO DEVELOPMENT AGREEMENT

_____, fee owners of all or part of the subject property, the development of which is governed by the foregoing Development Agreement, affirm and consent to the provisions thereof and agree to be bound by the provisions as the same may apply to that portion of the subject property owned by them.

Dated this _____ day of _____, 2_____.

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 20____.

NOTARY PUBLIC

DRAFTED BY:
City of Lake Elmo
3800 Laverne Avenue North
Lake Elmo, MN 55042
(651) 747-3901

**MORTGAGE CONSENT TO
DEVELOPMENT AGREEMENT**

_____, which holds a mortgage on the Property, the development of which is governed by the foregoing Development Agreement, agrees that the Development Agreement shall remain in full force and effect even if it forecloses on its mortgage.

Dated this _____ day of _____, 2_____.

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____.

NOTARY PUBLIC

DRAFTED BY:
City of Lake Elmo
3800 Laverne Avenue North
Lake Elmo, MN 55042
(651) 747-3901

**CONTRACT PURCHASER CONSENT TO
DEVELOPMENT AGREEMENT**

_____,
which/who has a contract purchaser's interest in all or part of the Property, the development of which is governed by the foregoing Development Agreement, hereby affirms and consents to the provisions thereof and agrees to be bound by the provisions as the same may apply to that portion of the Property in which there is a contract purchaser's interest.

Dated this ____ day of _____, 20____.

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____,
20____, by _____.

NOTARY PUBLIC

DRAFTED BY:
City of Lake Elmo
3800 Laverne Avenue North
Lake Elmo, MN 55042
(651) 747-3901

EXHIBIT A TO DEVELOPMENT AGREEMENT

Legal Description of Property Being Platted

Outlot B, Hammes Estates 1st Addition according to the recorded plat thereof, Washington County, Minnesota.

EXHIBIT B TO DEVELOPMENT AGREEMENT

List of Plan Documents

The following documents prepared by Westwood Professional Services, constitute the Plans:

THOSE DOCUMENTS BY

AS FOLLOWS:

<u>SHEET</u>	<u>TITLE</u>	<u>REVISION DATE</u>
1 of 17 of Construction Plans for Sanitary Sewer, Water Main, Storm Sewer and Streets	Cover	
2 of 17 of Construction Plans for Sanitary Sewer, Water Main, Storm Sewer and Streets	Overall	
3-7 of 17 of Construction Plans for Sanitary Sewer, Water Main, Storm Sewer and Streets	Sanitary Sewer and Water Main Construction Plans	
8 of 17 of Construction Plans for Sanitary Sewer, Water Main, Storm Sewer and Streets	Water Main Construction Plans	
9-13 of 17 of Construction Plans for Sanitary Sewer, Water Main, Storm Sewer and Streets	Storm Sewer and Street Construction Plans	
14 of 17 of Construction Plans for Sanitary Sewer, Water Main, Storm Sewer and Streets	Intersection Construction Plan	
15-17 of 17 of Construction Plans for Sanitary Sewer, Water Main, Storm Sewer and Streets	Details	
1 of 15 of Construction Plans for Grading, Drainage & Erosion Control Plans	Cover	
2 of 15 of Construction Plans for Grading, Drainage & Erosion Control Plans	Overall Grading Plan	

3-6 of 15 of Construction Plans for Grading, Drainage & Erosion Control Plans	Grading, Drainage & Erosion Control Plan	
7-8 of 15 of Construction Plans for Grading, Drainage & Erosion Control Plans	Wetland Buffer Plan	
9-10 of 15 of Construction Plans for Grading, Drainage & Erosion Control Plans	Details	
11 of 15 of Construction Plans for Grading, Drainage & Erosion Control Plans	Existing Sanitary Sewer Profile	
12-13 of 15 of Construction Plans for Grading, Drainage & Erosion Control Plans	Street Profiles	
14 of 15 of Construction Plans for Grading, Drainage & Erosion Control Plans	Pre-Development Drainage Area Plan	
15 of 15 of Construction Plans for Grading, Drainage & Erosion Control Plans	Post-Development Drainage Area Plan	
1-2 of 3	Final Landscape Plan	
3 of 3	Final Landscape Notes	

EXHIBIT C TO DEVELOPMENT AGREEMENT

Subdivision Improvements Cost/Security Amount Estimate

<u>CONSTRUCTION CATEGORY</u>	<u>COST</u>	<u>125 percent</u>
1 <u>Grading</u>	\$0	\$0
2 <u>Sanitary Sewer</u>	\$384,246	\$480,307
3 <u>Watermain</u>	\$503,893	\$629,866
4 <u>Storm Sewer (includes pond structures and outfall pipes)</u>	\$360,855	\$451,068
5 <u>Streets and Sidewalks</u>	\$500,959	\$626,199
6 <u>Trails</u>	\$48,972	\$61,215
7 <u>Surface Water Facilities (ponds, infiltration basins, other BMPs)</u>	\$0	\$0
8 <u>Street Lighting</u>	\$48,000.00	\$60,000.00
9 <u>Street and Traffic Signs</u>	\$3,100	\$3,875
10 <u>Private Utilities (electricity, natural gas, telephone, and cable)</u>	\$0	\$0
11 <u>Landscaping Improvements</u>	\$212,300	\$265,375
12 <u>Tree Preservation and Restoration</u>	\$0	\$0
13 <u>Wetland Mitigation and Buffers</u>	\$0	\$0
14 <u>Monuments</u>	\$6,900	\$8,625
15 <u>Erosion and Sedimentation Control</u>	\$44,616	\$55,770
16 <u>Miscellaneous Facilities</u>	\$0	\$0
17 <u>Developer's Record Drawings</u>	\$5,000	\$6,250
<u>TOTALS</u>	\$2,121,320	\$2,651,650

FORM OF IRREVOCABLE LETTER OF CREDIT

No. _____

Date: _____

TO: City of Lake Elmo

Dear Sir or Madam:

We hereby issue, for the account of _____ (Name of Developer) and in your favor, our Irrevocable Letter of Credit in the amount of \$_____ available to you by your draft drawn on sight on the undersigned bank.

The draft must:

- a) Bear the clause, "Drawn under Letter of Credit No. _____, dated _____, 20____, of (Name of Bank)" _____;
- b) Be signed by the Mayor or City Administrator of the City of Lake Elmo.
- c) Be presented for payment at _____ (Address of Bank), on or before 4:00 p.m. on _____, 20____.

This Letter of Credit shall automatically renew for successive one-year terms unless, at least 45 days prior to the next annual renewal date (which shall be November 30 of each year), the Bank delivers written notice to the Lake Elmo City Administrator that it intends to modify the terms of, or cancel, this Letter of Credit. Written notice is effective if sent by certified mail, postage prepaid, and deposited in the U.S. Mail, at least 45 days prior to the next annual renewal date addressed as follows: City Administrator, City Hall, 3880 Laverne Ave. N. Lake Elmo Minnesota 55042 and is actually received by the City Administrator at least 30 days prior to the renewal date.

This Letter of Credit sets forth in full our understanding which shall not in any way be modified, amended, amplified, or limited by reference to any document, instrument, or agreement, whether or not referred to herein.

This Letter of Credit is not assignable. This is not a Notation Letter of Credit. More than one draw may be made under this Letter of Credit.

This Letter of Credit shall be governed by the most recent revision of the Uniform Customs and Practice for Documentary Credits, International Chamber of Commerce Publication No. 500.

We hereby agree that a draft drawn under and in compliance with this Letter of Credit shall be duly honored upon presentation.

BY: _____

Its _____

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

RESOLUTION NO. 2018-026

*A RESOLUTION APPROVING A DEVELOPMENT AGREEMENT FOR HAMMES ESTATES 3RD
ADDITION*

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

WHEREAS, Rachel Development, Inc., 4125 Napier Ct NE, St. Michael, Minnesota 55376 (“Developer”) has previously submitted an application to the City of Lake Elmo (“City”) for Final Plat to be called Hammes Estates 3rd Addition, a copy of which is on file in the City Planning Department; and

WHEREAS, the Lake Elmo City Council adopted Resolution 2018-016 approving the Hammes Estates 3rd Addition Final Plat on February 20, 2018; and

WHEREAS, a condition of approval of said Resolution 2018-016 establishes that prior to execution of the Final Plat by City officials, the Applicant shall enter into a Development Agreement with the City; and.

WHEREAS, the Developer and the City have agreed to enter into such a contract and a copy of the Development Agreement was submitted to the City Council for consideration at its March 20, 2018 meeting;

NOW, THEREFORE, BE IT RESOLVED THAT the City Council does hereby approve the Development Agreement for The Hammes Estates 3rd Addition and authorizes the mayor and city Clerk to execute the document.

Passed and duly adopted this 20th day of March, 2018 by the City Council of the City of Lake Elmo, Minnesota.

Mike Pearson, Mayor

ATTEST:

Julie Johnson, City Clerk



CITY COUNCIL

DATE: 3/20/18

AGENDA ITEM: 17

ITEM: Sign Variance – 8980 Hudson Boulevard N.; Park Dental

SUBMITTED BY: Ben Prchal, City Planner

REVIEWED BY: Emily Becker, Planning Director

SUMMARY AND ACTION REQUESTED:

The City has received a request from PDG, PA – Jan Tiffany, on behalf of Park Dental High Pointe, for a variance to allow their business to install a second wall sign making it the third wall sign on the building, 43.7 sq. ft. in size, to be located on the south building façade to match the Park Dental sign on the west facade.

GENERAL INFORMATION

Applicant: PA – Jan Tiffany, on behalf of Park Dental High Pointe, 2200 County Road C-West, Roseville, MN 55113.

Property Owners: Bri-Mar Company Inc.; Geneva Exchange Fund XII, LLC; James V. Maciej, 7575 Golden Valley Road, Suite 305, Golden Valley, MN 55427

Location: 8980 Hudson Boulevard N, Lake Elmo, MN; PID No. 33.029.21.44.0005

Request: Variance – for a second 43.7 sq. ft. wall sign.

Existing Land Use: Medical Facilities

Existing Zoning: BP – Business Park

Surrounding Land Use: Offices, Medical Facilities, Vacant Commercial/PUD Outlots

Surrounding Zoning: BP – Business Park to the west and north, Vacant Commercial/PUD Outlots to the east

Comprehensive Plan: Business Park

Proposed Zoning: No Change

History: The subject property is part of the Eagle Point Business Park and the building was constructed in 2001. The building is shared (multi-tenant) with Orthodontic Care Specialists, LTD. In December 2015, Park Dental received a sign permit to update its wall sign on the west side of the building. Property records indicate a similar sign was permitted in 2007. The other tenant, Orthodontic Care Specialists, LTD also has a wall sign that is 44 sq. ft. in size.

Deadline for Action: Application Complete – 2/23/2018

60 Day Deadline – 4/24/2018
 Extension Letter Mailed – No
 120 Day Deadline – 6/23/2018

Applicable Regulations: 154.212 – Sign Regulations
 154.109 – Variances (Administration and Enforcement)

REQUEST DETAILS

The City of Lake Elmo has received a request from PA – Jan Tiffany, on behalf of Park Dental High Pointe, for a variance to allow a third sign, 43.7 sq. ft. in size, to be located on the south façade of the building. The building is a multi-tenant building shared by Park Dental and Orthodontic Care Specialists, LTD. Both businesses have signs on the west façade of the building near their building entrances and parking area. The signs for Park Dental and Orthodontic Care Specialists, LTD are 43.7 sq. ft. and 44 sq. ft. in size, respectively. The requested third sign would be 43.7 sq. ft. in size and designed to match the existing Park Dental wall sign. If the variance were granted, the combined sign area would be 131.4 sq. ft.

The applicant has provided a written statement to the City indicating the reason for the variance request. The written statement includes a narrative intended to address how the proposed variance meets the 4 required findings to grant a variance under the City’s Zoning Code and State Statute.

BACKGROUND

The building in which Park Dental is located was constructed in 2001 on a 1.77 acres in size in the south east corner of the City’s Business Park near Hudson Boulevard and Jade Trail N; part of the High Pointe Health Campus. The building is a multi-tenant building shared with Orthodontic Care Specialists, LTD. The subject property and surrounding properties to the north, east, and west are zoned BP – Business Park or Commercial PUD (east). The property to the east is zoned Commercial/PUD, but is presently a vacant outlot.

In terms of the physical characteristics of the property, the building is setback off of Hudson Boulevard roughly 75’ from Hudson Boulevard and roughly 25’ from the east property line. The main entrances and parking lot are located on the west side of the building. The existing wall signs are on the west façade and a ground sign is located near the entrance to the parking lot which is shared by both tenants. A stormwater infiltration areas is located in the front setback between the building and Hudson Boulevard.

REVIEW AND ANALYSIS

Reason for Request. The Sign Code only allows one wall sign and one ground sign per street frontage (one wall sign per occupant may be allowed with a Comprehensive Sign Plan if the total square footage of the signs is equal to the lineal measurement of the building), with a maximum of two wall signs and two ground signs per lot. Because the applicant is requesting an additional wall sign for the building, exceeding the number of occupants of the building, and because the building does not have multiple street frontages, a variance is required.

The City's sign code determines allowed sign area based on the buildings lineal frontage. (1 sq. ft. of sign area per lineal feet of building frontage that is coterminous with the occupancy to which the sign refers unless a comprehensive sign plan allocates that sign area differently). This is a multi-tenant building, and therefore a comprehensive sign plan is required. Zoning code requires that the square footage of signage not exceed the length of the buildings frontage in feet. By this standard, the combined existing signs and the additional proposed sign would comply with the allowed sign area, as the current building length is 135 feet, and the combined total of all three would be 131.4 square feet.

A comprehensive sign plan will need to be created for the building. A concern that staff has is the potential request for another sign from the other tenant. Since sign size is determined by lineal footage, the other tenant is at a disadvantage as Park Dental almost has twice as much space as the other occupant. If the other tenant would like to install another sign on the south façade, another variance would need to be requested.

Initially the applicant had requested the sign to be on the east facing façade. Staff had encouraged them to consider the possibility of relocating it to the south wall due to the possibility of development to the east. When the Boulder Ponds commercial parcel develops, the future building may potentially impair visibility to the east of Park Dental and the newly approved sign. The applicant heeded the advice of Staff and moved the proposed location to the south side of the building.

In order to request a variance, an applicant must establish and demonstrate compliance with the variance criteria set forth in Lake Elmo City Code Section 154.109 before an exception or modification to city code requirements can be granted. The criteria is listed below, along with comments from Staff regarding applicability of these criteria to the applicant's request.

- 1) **Practical Difficulties.** A variance to the provision of this chapter may be granted by the Board of Adjustment upon the application by the owner of the affected property where the strict enforcement of this chapter would cause practical difficulties because of circumstances unique to the individual property under consideration and then only when it is demonstrated that such actions will be in keeping with the spirit and intent of this chapter. Definition of practical difficulties - "Practical difficulties" as used in connection with the granting of a variance, means that the property owner proposes to use the property in a reasonable manner not permitted by an official control.

Under this standard, the City would need to find that the placement of the proposed sign in the proposed location is a reasonable use of the property.

***FINDINGS:** The applicant does not propose to use the property in an unreasonable manner by requesting an additional sign, as the tenants are hindered by the configuration of the building. The building was built in 2001, prior to the current sign code. It can be argued that if the tenants would have known that signage is limited by frontage it would have been reconfigured so that visibility of the building would not hinder the occupants by limiting the allowed signage area to only the west (entrance) or south (street frontage) side of the building. Staff believes this criteria is met.*

- 2) **Unique Circumstances.** The plight of the landowner is due to circumstances unique to the property not created by the landowner.

In order to demonstrate compliance with this standard, the City would need to identify those aspects of the applicant's property that would not pertain to other properties within the same zoning classification.

FINDINGS: Staff finds aspects of the applicant's property to be different than other properties within the same zoning classification as it is long and narrow, thus providing limited surface area for appropriate signage. The business park properties have a variety of conforming and nonconforming signs and variable visibility from streets. With a tree line from the west and possible future development from the east, it would be reasonable to assume visibility will become even more limited for their location. Noting the side entrance staff continues to believe the building was not designed with today's standards in mind which continues to hinder the occupants relating to signage. Staff believes this criterion is met.

- 3) **Character of locality.** The proposed variance will not alter the essential character of the locality in which the property in question is located.

Propose findings for this criterion are as follows:

FINDINGS. Park Dental is in the Business Park and in an area that is predominantly comprised of commercial uses. Wall signs and other types of signage are common along Hudson Boulevard near the subject property. The additional sign will not alter the essential character of the locality. Staff determines that this criterion is met.

- 4) **Adjacent Properties and Traffic.** The proposed variance will not impair an adequate supply of light and air to property adjacent to the property in question or substantially increase the congestion of the public streets or substantially diminish or impair property values within the neighborhood.

Propose findings for this criterion are as follows:

FINDINGS. The proposed sign will not impair an adequate supply of light and air to any properties adjacent to the Park Dental site. The proposed wall sign will not present additional congestion on public streets, or substantially diminish or impair property values within the neighborhood. Arguably, additional signage could assist drivers to more quickly locate the building. Also the lighting of the additional sign will not incur or impact light pollution in that location. Staff determines that this criterion is met.

Results of Planning Commission and Public Hearing

The Planning Commission held a public hearing on the night of March 12th, 2018. There were no comments submitted to staff nor did anyone present themselves to speak during the public hearing, besides those affiliated with the application. The planning commission approved the variance 6-0 with one amendment to the findings, the amendment was also approved 6-0. Blow states the recommended conditions and findings of fact for approval. The amendment is stated below in red.

Considering the findings of fact as suggested in the preceding section, the Planning Commission as well as Staff is recommending that the City Council approve the variance request based on the findings noted in 1, 2, 3, and 4 with the following conditions:

1. A comprehensive sign plan be submitted and approved for the building
2. A sign permit application be submitted, approved and issued prior to installation.

Finding 4 amended to add the following language: **Move to add finding regarding locality - that the lighting of the additional sign will not incur or impact light pollution in that location.**

RECOMMENDATION:

The Planning Commission and Staff recommend approval of the variance request submitted by PA – Jan Tiffany, on behalf of Park Dental High Pointe given that the request meets all four criteria for a variance.

The suggestion motion for taking action on the Staff recommendation is as follows:

“Move to adopt Resolution 2018-027 approving the variance request at 8980 Hudson Boulevard N. to allow a third wall sign based on the findings and conditions identified in the Staff Report.”

ATTACHMENTS:

1. Resolution 2018-027
2. Location Map
3. Application Forms and Project Narrative
4. Proposed Sign and Site Plans

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

RESOLUTION NO 2018-027

*A RESOLUTION APPROVING A VARIANCE TO ALLOW A THIRD WALL SIGN AT THE
PROPERTY LOCATED AT
8980 HUDSON BLVD.*

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

WHEREAS, PDG, PA Jan Tiffany, 2200 County Road C-West, Roseville MN 55113 (Applicant), has submitted an application to the City of Lake Elmo (the "City") for variance to allow the addition of a third wall sign for a multitenant building, which would exceed the number of allowed signs for the building.

WHEREAS, notice has been published, mailed and posted pursuant to the Lake Elmo Zoning Ordinance, Section 154.109; and

WHEREAS, the Lake Elmo Planning Commission held a public hearing on said matter on March 12, 2018; and

WHEREAS, the Lake Elmo Planning Commission has submitted its report and recommendation to the City Council as part of a Staff Memorandum dated March 12, 2018; and

WHEREAS, the City Council considered said matter at its March 12, 2018 meeting.

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

FINDINGS

- 1) That the procedures for obtaining said Variance are found in the Lake Elmo Zoning Ordinance, Section 154.109.
- 2) That all the submission requirements of said Section 154.109 have been met by the Applicant.
- 3) That the proposed variance includes the following components:
 - a) A variance to allow for the addition of a third wall sign to be installed at 8980 Hudson Blvd, exceeding the number of allowed signs per building based on City code requirements.
- 4) That the Variance will be located on property legally described as follows: E 200FT OF S 435.6FT E1/2- SE1/4 EXC PARCL 29K MNDOT R/W PLT 82-31 SUBJ TO EASE SECTION 33 TOWNSHIP 029 RANGE 021, Washington County, Minnesota with the following PID: 33.029.21.44.0005.

- 5) That the strict enforcement of Zoning Ordinance would cause practical difficulties and that the property owner proposes to use the property in a reasonable manner not permitted by an official control. ***Specific Finding: The applicant does not propose to use the property in an unreasonable manner by requesting an additional sign, as the tenants are hindered by the configuration of the building. The building was built in 2001, prior to the current sign code. It can be argued that if the tenants would have known that signage is limited by frontage it would have been reconfigured so that visibility of the building would not hinder the occupants by limiting the allowed signage area to only the west (entrance) or south (street frontage) side of the building.***
- 6) The plight of the landowner is due to circumstances unique to the property not created by the landowner. ***Specific Findings: Staff finds aspects of the applicant's property to be different than other properties within the same zoning classification as it is long and narrow, thus providing limited surface area for appropriate signage. The business park properties have a variety of conforming and nonconforming signs and variable visibility from streets. With a tree line from the west and possible future development from the east, it would be reasonable to assume visibility will become even more limited for their location. Noting the side entrance staff continues to believe the building was not designed with today's standards in mind which continues to hinder the occupants relating to signage.***
- 7) The proposed variance will not alter the essential character of the locality in which the property in question is located. ***Specific Findings: Park Dental is in the Business Park and in an area that is predominantly comprised of commercial uses. Wall signs and other types of signage are common along Hudson Boulevard near the subject property. The additional sign will not alter the essential character of the locality.***
- 8) The proposed variance will not impair an adequate supply of light and air to property adjacent to the property in question or substantially increase the congestion of the public streets or substantially diminish or impair property values within the neighborhood. ***Specific Findings: The proposed sign will not impair an adequate supply of light and air to any properties adjacent to the Park Dental site. The proposed wall sign will not present additional congestion on public streets, or substantially diminish or impair property values within the neighborhood. Arguably, additional signage could assist drivers to more quickly locate the building. Also the lighting of the additional sign will not incur or impact light pollution in that location.***

CONCLUSIONS AND DECISION

Based on the foregoing, the Applicant's application for a Variance is granted, subject to the following conditions.

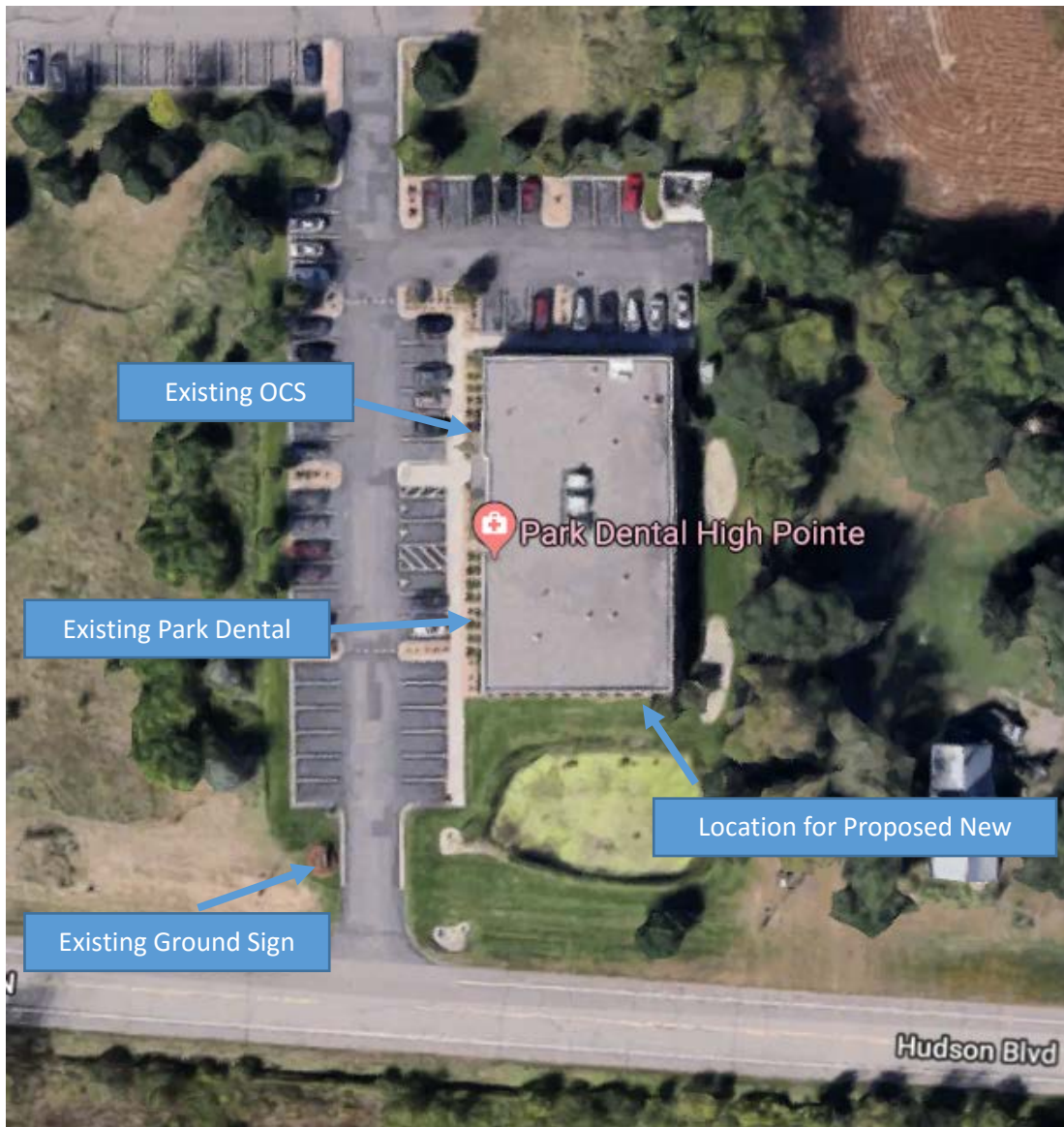
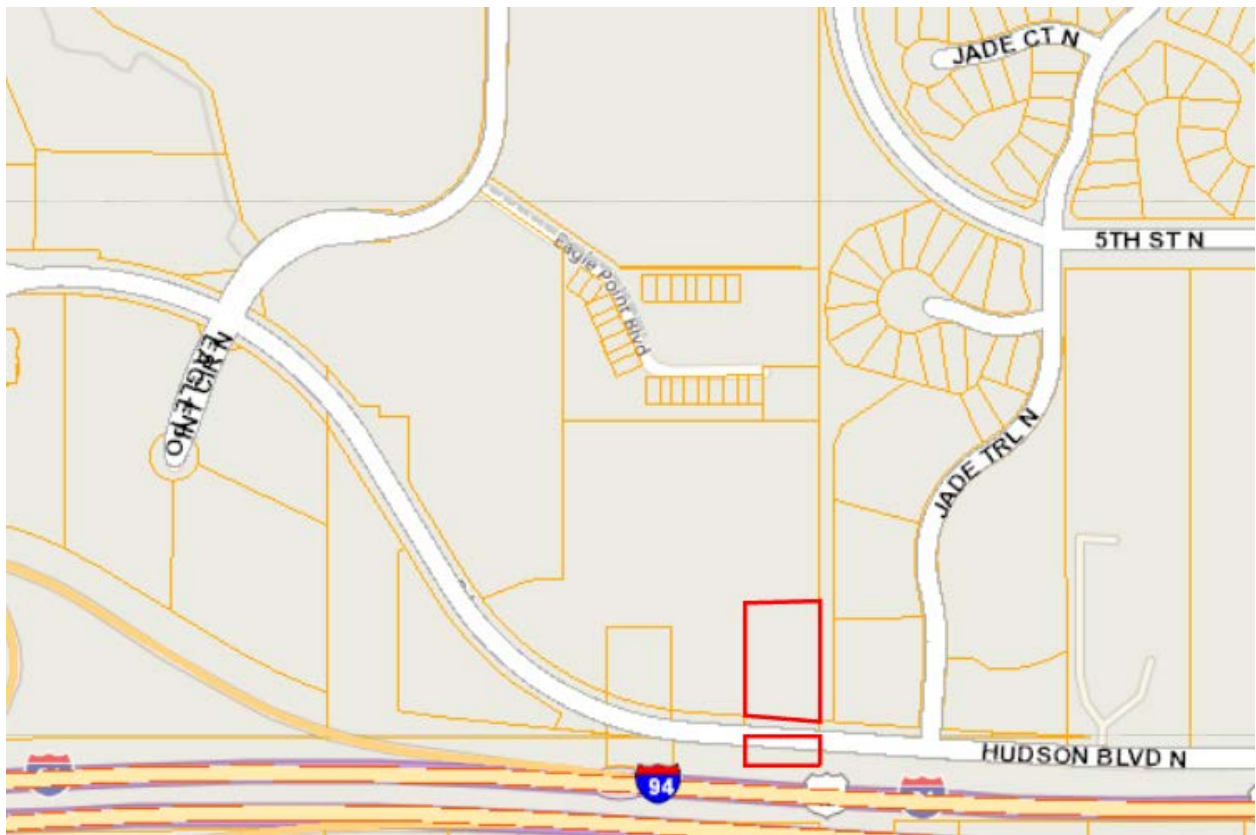
1. A comprehensive sign plan be submitted and approved for the building
2. A sign permit application be submitted, approved and issued prior to installation.

Passed and duly adopted this 20th day of March, 2018 by the City Council of the City of Lake Elmo, Minnesota.

Mayor Mike Pearson

ATTEST:

Julie Johnson, City Clerk



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



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

LAND USE APPLICATION

- ☐ Comprehensive Plan ☐ Zoning District Amend ☐ Zoning Text Amend ☒ Variance*(see below) ☐ Zoning Appeal
- ☐ Conditional Use Permit (C.U.P.) ☐ Flood Plain C.U.P. ☐ Interim Use Permit (I.U.P.) ☐ Excavating/Grading
- ☐ Lot Line Adjustment ☐ Minor Subdivision ☐ Residential Subdivision Sketch/Concept Plan
- ☐ PUD Concept Plan ☐ PUD Preliminary Plan ☐ PUD Final Plan ☐ Wireless Communications

Applicant: PDG, PA - Jan Tiffany

Address: 2200 County Road C-West, Roseville MN 55113

Phone # 651-746-2818

Email Address: jtiffany@parkdental.com

Fee Owner: Bri-Mar Company, Inc; Geneva Exchange Fund XII, LLC; James V. Maciej

Address: 7575 Golden Valley Road, Suite 135, Golden Valley MN 55427

Phone # 952-893-0729

Email Address: mark@mprealinvest.com

Property Location (Address): Park Dental High Pointe, 8980 Hudson Blvd North, Lake Elmo MN

(Complete (long) Legal Description: The East 200.0 Feet of the South 435.6 feed on the East one-half of the SouthEast quarter (E 1/2 or SE 1/4) of the Section 33, Township 29 North, Range 21 West, Washington County, MN

PID#: 33.029.21.44.0005

Detailed Reason for Request: We are requesting an additional sign due to lack of visibility along the frontage road, Hudson Blvd, at all times of day. There is reason to believe our patients and potential patients are not locating our practice or are aware of our dental practice on the campus. The current code allows only (1) sign per tenant due to our building not being 100' long. Given the set back of the building from Hudson Blvd, it is very difficult to identify our building while driving from the East. When driving from the West, we are easily noticed due to the sign over our entrance on the SouthWest side of the building. In emergency situations, our clients are typically under duress and require quick and clear direction. The current restrictions do not allow us for clear identification from both directions of traffic.

*Variance Requests: As outlined in Section 301.060 C. of the Lake Elmo Municipal Code, the applicant must demonstrate practical difficulties before a variance can be granted. The practical difficulties related to this application are as follows:
Park Dental has operating hours of 7am to 8pm every day except Fridays. During the dark hours of each day it is difficult finding the practice coming from the East. This has especially become an issue in the winter due to daylight hours being shorter. During emergencies high visibility from all directions is important and currently there is nothing easily identifying the practice for patients from the East. Adding an illuminated sign identifying the building would alleviate these issues.

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

Signature of applicant:

Handwritten signature of Jan M. Tiffany in black ink.

Date:

2-6-18

Signature of fee owner:

Handwritten signature of Mark S. Maciej in black ink.

Date:

02-06-2018

City of Lake Elmo
Planning Director
Planning Department
3800 Laverne Avenue North
Lake Elmo, Mn. 55042

We are Park Dental High Pointe located at 8980 Hudson Blvd North, Lake Elmo, Mn. Following are the written statements providing information regarding our proposal for a variance to the City Code Title 15, chapter 151 – 151.115.

Item:

1. **LAND USE APPLICATION** (Attached)

2. **WRITTEN STATEMENTS**

A. PROPERTY OWNERS:

Bri-Mar Company, Inc., a Minnesota Corporation; Geneva Exchange Fund XII, LLC, a Minnesota Limited Liability Company; James V. Maciej, an Individual all at Bri-Mar Company, Inc. 7575 Golden Valley Road, Suite 135, Golden Valley MN 55427.

APPLICANT:

PDG, PA at 2200 County Rd C-West, Suite 2210, Roseville MN 53113.

B. Legal Description: The East 200.0 feet of the South 435.6 feet of the East One-half of the Southeast Quarter (E ½ or SE ¼) of Section 33, Township 29 North, Range 21 West, Washington County, MN –

Parcel Identification Number: 33.029.21.44.0005

Property Use: Commercial

Zoning Class: PUD

C. Zoning Section 154.212 Sign Regulations, Subd (H1a)

D. Park Dental High Pointe proposes one additional building sign sized at 43.7 sq ft on the South elevation of their building. The sign proposed will be individual, illuminated channel letters mounted to a raceway with the Park Dental logo and Park Dental High Pointe copy. Placement is coterminous with the tenant's occupied area within the building as they occupy the entire South side of the building and the proposed placement is the East corner of the South elevation.

E. Discussion was started regarding the signage with Nick Johnson on 02/12/2015. He indicated the code allowed for 1 sign per frontage, per tenant, and that Hudson Blvd was going considered the frontage. It was asked of Nick how Park Dental could get another sign, he had responded that their parking lot access to the Health Campus could be considered another frontage and that if we applied for the permits as such he would approve them. He indicated he would need information from both Park Dental as well as future intention from the other tenants in the building as to how they would split the additional frontage. It was determined they would each be allowed an equal share in the additional square footage. When the designs were finalized, Archetype submitted the sign permits in September of 2015 for 2 building signs, it was

discovered that Nick was no longer employed with the city of Lake Elmo and Stephen Wensman let us know they would not allow 2 signs, only one with Hudson Blvd as the only frontage. We recapped the conversation with Stephen and he let us know during a meeting at City Hall on March 02, 2016, that it was not within Nick's power to agree to approve an additional sign and that Park Dental would need to apply for a variance. Emily Becker was also present during the meeting at City Hall. It was discussed that the High Pointe Health Campus was recently granted a variance to have a large pylon sign and Park Dental High Pointe has a need to be as easily identified separately from that campus to avoid confusion to patients, especially during emergencies.

F. Due to the practice's main entry facing the parking lot, which is perpendicular to the frontage road and is set back a distance from the road, it is necessary to highlight that Park Dental is located in this building both over their entrance as well as to oncoming traffic from both directions. Given only one sign is permitted, that doesn't allow for the practice to be identified from any traffic coming from the East. Adding a sign on the South East corner of the building will allow for traffic from that direction to identify the location.

G. The existing building entrance is oriented on the side of the building which needs to be identified. Park Dental is trying to identify the building to vehicular traffic and the entrance to the building is set back from the road.

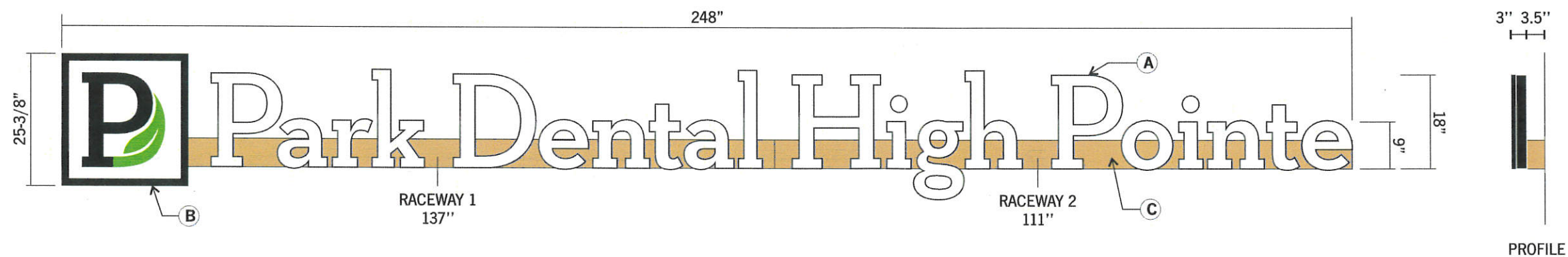
H. The surrounding area is predominately retail / medical and adding an additional sign on the building would not detract but would add to the environment by highlighting the tenant in the building. Clients get confused to the location and occasionally go to the High Pointe complex due to the lack of signage identifying the building.

I. Adding additional identity to the building would only increase the level of way finding in the complex and avoid confusion as to the final destination of our patients.



1 West Elevation Existing Conditions

Scale: NTS



2 Elevation

Scale: 1/2"=1'-0"

Channel Letters on Raceway

- A Letters**
3" DEEP STOCK BLACK RETURNS W/
3/16" 2447 WHITE ACRYLIC FACES
3/4" BLACK TRIMCAP
- B Logo**
3" DEEP STOCK BLACK RETURNS W/
3/16" 2447 WHITE ACRYLIC FACES
3/4" BLACK TRIMCAP
3630-106 BRILLIANT GREEN TRANSLUCENT
AND 220-22 MATTE BLACK OPAQUE VINYL
- C Raceway**
SIGNCOMP 5"NARROW 1PART RACEWAY
PAINTED TO MP 11661 MINERAL HILL
- Install**
ANCHOR TO BRICK WALL W/
LAGS AND SHIELDS
- Illumination**
252 - SLOAN VL-PLUS SHORT WHITE LED UNITS (101 Ft)
(3) MOD60-W LED DRIVER
3A @ 120V

Project:
**Park Dental
High Pointe
Lake Elmo, MN 55042**

Designer: **DG**
Job Number: **61965**
Date: **05.22.15**
Rev. 1: **08.31.16**
Rev. 2: **02.16.18**
Rev. 3:
Rev. 4:
Rev. 5:



archetype

9635 Girard Ave S.
Minneapolis, Minnesota 55431

952 641 9600

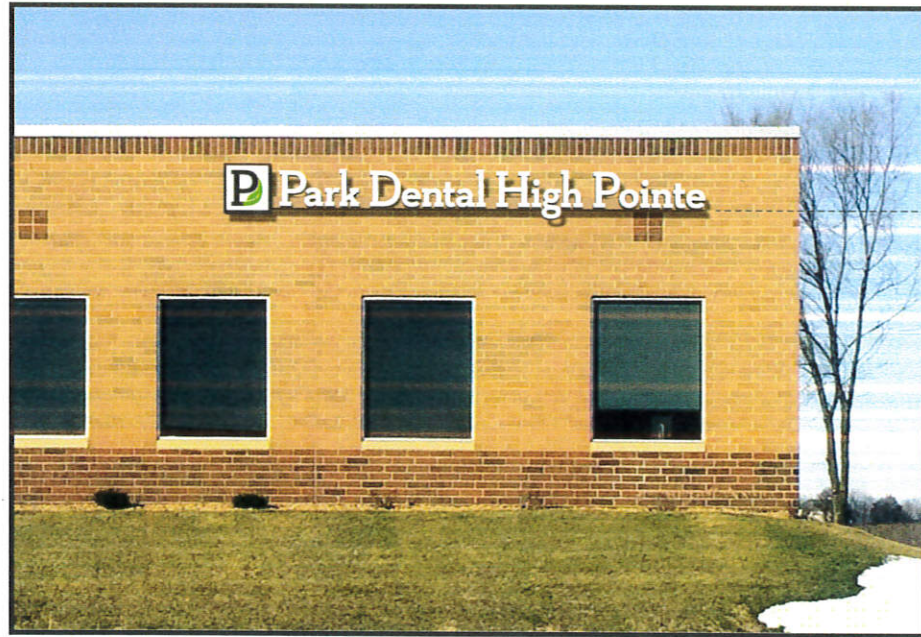
archetypesign.com

Contact:
Gary Stemler
952 641 9603
garys@archetypesign.com

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elements considered artistic intellectual property of
Steve Carpenter, owner. ©Archetype

Approved:

Type:
Description:
Channel Letters



MATCH BASELINE
OF SIGN ON WEST
ELEVATION

1 South Elevation (Proposed Sign)

Scale: 1/8"=1'-0"



EXISTING CONDITION

Channel Letters on Raceway

- A Letters**
3" DEEP STOCK BLACK RETURNS W/
3/16" 2447 WHITE ACRYLIC FACES
3/4" BLACK TRIMCAP
- B Logo**
3" DEEP STOCK BLACK RETURNS W/
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252 - SLOAN VL-PLUS SHORT WHITE LED UNITS (101 Ft)
(3) MOD60-W LED DRIVER
3A @ 120V

Project:
Park Dental
High Pointe
Lake Elmo, MN 55042

Designer: DG
Job Number: 61965
Date: 05.22.15
Rev. 1: 08.31.16
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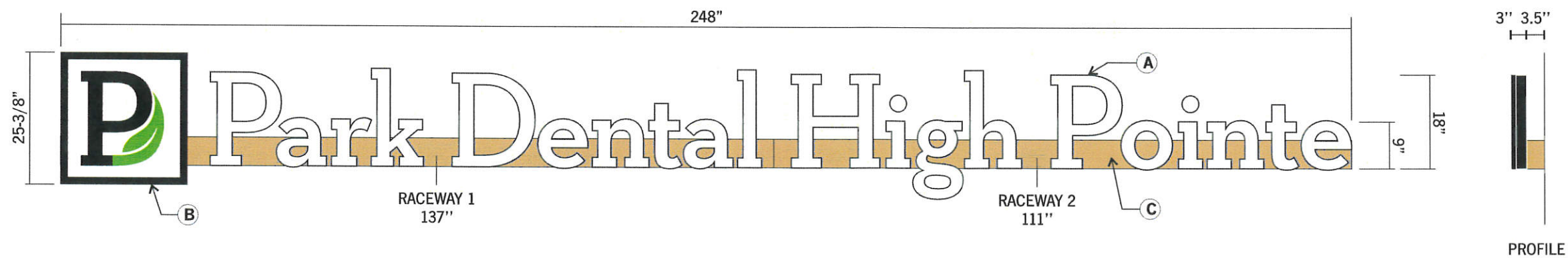
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Contact:
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Approved:

Type:
Description:
Channel Letters



2 Elevation

Scale: 1/2"=1'-0"



WEST ELEVATION FROM ROAD



SOUTH ELEVATION FROM ROAD



EAST ELEVATION FROM ROAD

Project:
**Park Dental
 High Pointe
 Lake Elmo, MN 55042**

Designer: **DG**
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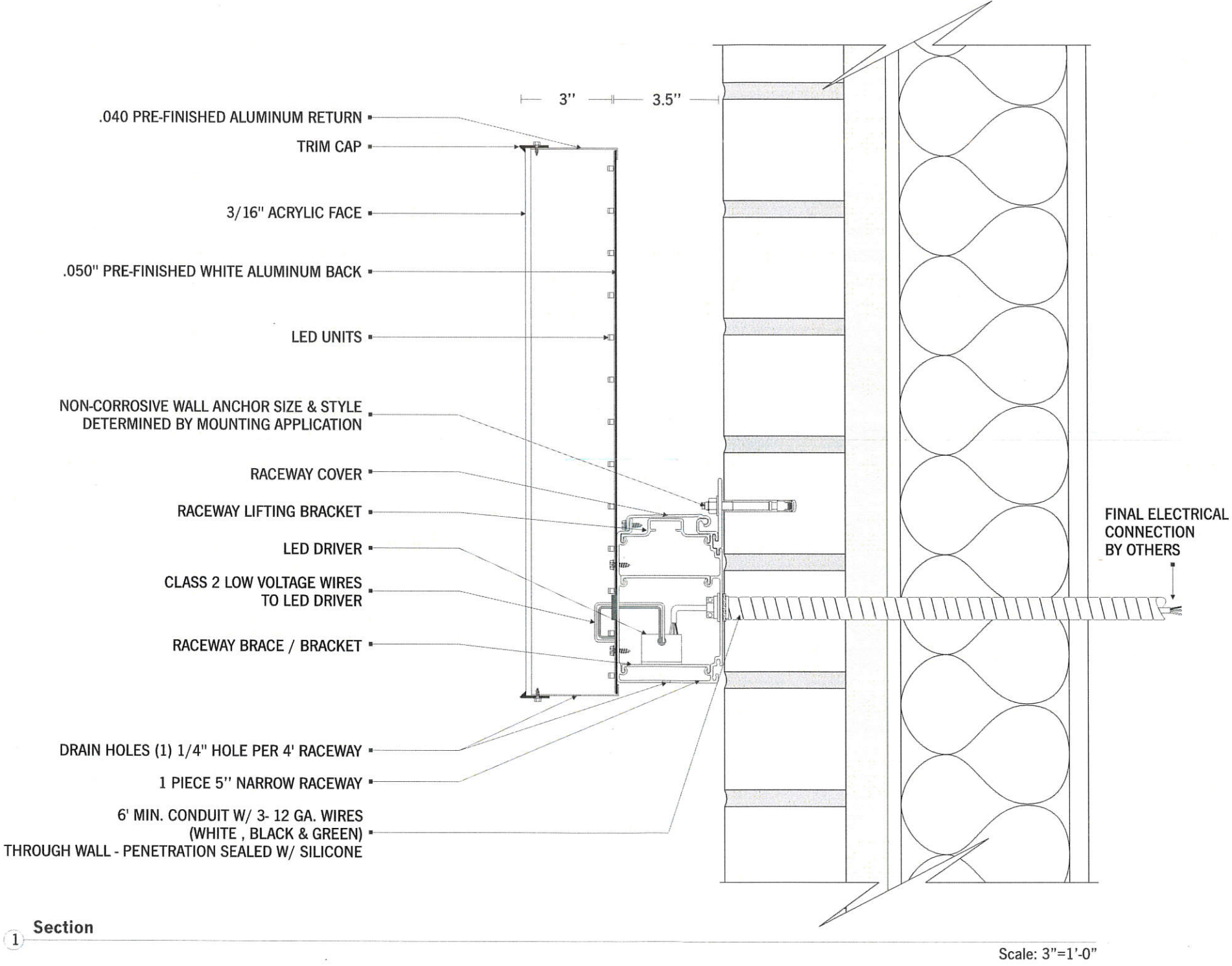
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Approved: _____

Type: _____

Description:
Channel Letters

CHANNEL LETTER (3" DEPTH) ON 1 PIECE 5" NARROW RACEWAY - BRICK



Project:
Park Dental
High Pointe
Lake Elmo, MN 55042

Designer: DG
Job Number: 61965
Date: 05.22.15

Rev. 1: 08.31.16
Rev. 2: 02.16.18
Rev. 3:
Rev. 4:
Rev. 5:



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Steve Carpenter, owner. ©Archetype

Approved:

Type:
Description:
Channel Letters



STAFF REPORT

DATE: March 20, 2018

REGULAR

ITEM #: 20

MOTION

TO: City Council

FROM: Emily Becker, Planning Director

AGENDA ITEM: Royal Golf Club at Lake Elmo Development Agreement Amendment

REVIEWED BY: Sarah Sonsalla, City Attorney
Kristina Handt, City Administrator

BACKGROUND:

The Royal Golf Club at Lake Elmo Preliminary Landscape Plans included the need for 3800 trees within the entire Royal Golf Club at Lake Elmo Preliminary Plat per Tree Preservation and Landscape requirements. The original number of trees that were required to be planted within the development was approximately 4600, but because the area is heavily wooded and because the language within the tree preservation ordinance requires a minimum of five trees to be planted for every one acre of land that is developed *or* disturbed, the City made some concessions, and an agreement was made to require that 3800 trees be planted within the development. The Developer and City have been working on coming to an agreement for trees required within the development, as both the Developer and City believe that the required number of trees within the development would cause tree overcrowding.

The updated preliminary landscape plans provide that a total of 888 trees are to be planted on single family lots. Of these, four are to be planted within each large single family lot, and two are to be planted within each small single family (villa) lots. The Development Agreement for Royal Golf Club at Lake Elmo 1st Addition required that security be in place for the cost of all trees, including those to be planted within single family lots to be installed on single family lots by builders. Other developments within the City (i.e. Hunter's Crossing) have landscaping that is warrantied within private lots. The Developer is requiring the builders to plant these trees and is requesting that the City not govern, warrant, or dictate those trees and simply ensure that they are planted. They also have communicated that they are planning to reduce the number of trees to be planted within the development by an additional 969 beyond the required 2912 (2912 subtracted by a proposed 1943 trees), paying \$500 per each 2.5 caliper inch tree that the developer elects not to plant within the subdivision

The Council discussed this request at the January 9, 2018 workshop and directed Staff to draft an amendment to the Royal Golf Club at Lake Elmo which will reduce the number of trees required to be planted within the development from 3800 to 2912 (the 888 to be planted within single family lots subtracted from the agreed-upon number of trees to be planted within the development). There was consensus that simply not requiring warranty on these trees would leave the City with no way to enforce the requirement that these trees be planted. This direction was given to Staff under the understanding that the developer would be paying park dedication fees totaling \$484,500 (\$500 per 2.5 caliper inch tree X 969 trees to be reduced). Additionally, it should be clarified and was discussed at the workshop

that these trees will still be warranted by way of contracts entered in to between landscapers and builders/buyers of these lots.

ISSUE BEFORE COUNCIL:

Should the City amend the Royal Golf at Lake Elmo 1st Addition Development agreement, allowing reduction of the total number of trees required within the development from 3800 to 2912 with the understanding that the developer will also pay the City park dedication fees of \$500.00 per 2.5 caliper inch tree in lieu of planting 969 trees within the development?

REVIEW/ANALYSIS:

The proposed amendments to the Royal Golf Club at Lake Elmo 1st Addition include the following:

- That the trees planted within single family lots are not required to be warrantied.
- That the City has agreed to reduce the number of trees required to be warrantied within the development from 3800 to 2912.
- That the developer will plant at least two trees on villa lots and four trees on single family home lots.
- All trees within villa and single family lots must be planted prior to release of building permit escrow.
- That the developer may reduce the number of trees required to be planted within the development by either implementing woodland management or pollinator friendly native seeding practices or a per-tree parkland dedication fee of \$500.00 per 2.5 caliper inch tree that the Developer elects not to plant.
- The Developer will be required to pay \$121,541.00 in parkland dedication fees for the 1st Addition for reduction of the number of trees required. This fee was calculated as follows: \$500.00 X 969 2.5-caliper inch trees reduced within the entire preliminary plat area / 291 residential lots within the entire preliminary plat area X 73 residential lots within the 1st Addition.

Security Reduction. The developer's amended plan indicates that 422 trees will be planted within the 1st Addition, which would only require a security of \$263,750 (\$500 per 2.5 inch caliper tree X 422 trees X 125%), reduced from the previously required security of \$311,354.00. If the Council chooses to amend the Development Agreement to not warranty the trees within the single family lots, it should also motion to approve the security reduction of \$47,604.

FISCAL IMPACT:

The Developer will be required to pay a park dedication fee of \$121,541 for 244 trees not planted within the development.

OPTIONS:

The City Council has the following options:

- 1) Adopt Resolution 2018-028 approving the First Amendment to Development Agreement for Royal Golf Club at Lake Elmo; or

- 2) Amend Resolution 2018-028 approving the First Amendment to the Development Agreement for Royal Golf Club at Lake Elmo and adopt as amended.
- 3) Do not adopt Resolution 2018-028 approving the First Amendment to Development Agreement for Royal Golf Club at Lake Elmo.

RECOMMENDATION:

Staff recommends the City Council adopt Resolution 2018-028 approving the Development Agreement for Royal Golf Club at Lake Elmo.

“Move to adopt Resolution 2018-028 approving the development agreement for Royal Golf Club at Lake Elmo Final Plat”

Additionally, because security reductions would need to be made as a result of this amendment, the following motion should also be made:

“Move to approve security reduction for landscaping for the Royal Golf Club 1st Addition by \$47,604.”

ATTACHMENTS:

1. Resolution 2018-028
2. First Amendment to Royal Golf Club at Lake Elmo Development Agreement
3. Amended Preliminary Landscape Plans

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

RESOLUTION NO. 2018-028

*A RESOLUTION APPROVING FIRST AMENDMENT TO DEVELOPMENT AGREEMENT FOR
ROYAL GOLF CLUB AT LAKE ELMO 1ST ADDITION*

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

WHEREAS, Royal Development Inc., 11074 Radisson Road NE, Blaine, MN 55449 (the “Applicant”) has previously submitted an application to the City of Lake Elmo (the “City”) for a final plat for Royal Golf Club at Lake Elmo 1st Addition; and

WHEREAS, the Lake Elmo City Council adopted Resolution No. 2017-093 on September 5, 2017 approving the final plat for Royal Golf Club at Lake Elmo 1st Addition; and

WHEREAS, the Lake Elmo City Council adopted Resolution No. 2017-096 on September 19, 2017, approving the Development Agreement for Royal Golf Club at Lake Elmo 1st Addition; and

WHEREAS, the Applicant and City have agreed to amend the approved Development Agreement so that trees planted within single family lots do not need to be warrantied in recognition of the Developer agreeing to reduce the number of trees it is required to plant within the development by 969 by paying a parkland dedication fee of \$500.00 per 2.5 caliper inch tree as per Section 19 (C) of the Royal Golf Club at Lake Elmo 1st Addition Development Agreement.

WHEREAS, the Applicant and City have agreed to reduce the number of required trees the Developer is required to plant within the Subdivision from 3800 to 2912 as such number is reflected in the revised landscape plan and that in addition to this number, two trees be planted on lots that have villa homes and at least four trees be planted on lots that have single family homes. These trees are not to be counted towards the number of trees required herein. The number may be further reduced by paying a parkland dedication fee or woodland management or pollinator friendly techniques.

NOW, THEREFORE, based on the information received, the City Council of the City of Lake Elmo does hereby approve the First Amendment to Development Agreement for Royal Golf Club at Lake Elmo 1st Addition and authorizes the Mayor and City Clerk to execute the agreement.

Passed and duly adopted this 20th day of March 2018 by the City Council of the City of Lake Elmo, Minnesota.

Mike Pearson, Mayor

ATTEST:

Julie Johnson, City Clerk

FIRST AMENDMENT TO DEVELOPMENT AGREEMENT

This First Amendment to Development Agreement (Amendment) is made and entered into this ____ day of _____, 2018, by and between the City of Lake Elmo, a municipal corporation under the laws of Minnesota (the “City”) and Royal Development, Inc., a Minnesota corporation (the “Developer”).

RECITALS:

A. The City and the Developer have entered into a Development Agreement dated August 31, 2017 and recorded with Washington County on September 19, 2017 as Document No. 4129865 (the “Development Agreement”).

B. The Development Agreement relates to that subdivision located in Lake Elmo, Minnesota known as Royal Golf Club at Lake Elmo 1st Addition and the property is legally described on Exhibit A attached hereto.

C. The Development Agreement required that all landscaping materials such as trees, shrubs, grass, or other vegetation installed by the Developer must be warrantied and maintained for a period of two years.

D. The City and the Developer have agreed to amend the Development Agreement so that trees planted within lots on which single family and villa homes will be constructed (collectively the “Single Family Lots” do not need to be warrantied in recognition of the Developer agreeing to reduce by 969 the number of trees it is required to plant throughout all phases of the development by paying a parkland dedication fee of \$500.00 per 2.5 caliper inch tree as permitted under Section 19 (C) of the Development Agreement.

NOW, THEREFORE, in consideration of the above recitals, which are expressly incorporated herein, and for other good and valuable consideration, the receipt and sufficiency

which is hereby acknowledged, the City and the Developer agree to amend the Development Agreement as follows:

1. Capitalized terms used but not defined herein have the meanings assigned to them in the Development Agreement.

2. Section 19 (A) of the Development Agreement shall be changed to read as follows:

A. The Developer agrees to install landscaping in accordance with the approved Plans, the City approvals, the City Code, the City's Engineering Design and Construction Standards Manual, and the City's Landscape and Irrigation Standards. All landscaping materials such as trees, shrubs, grasses, or other vegetation installed by the Developer must be warrantied and maintained for a period of two years, with the exception of trees planted on lots that have single family homes, which are not required to be warrantied. The City has agreed to not require the Developer to warranty the trees planted within single family lots recognizing that the Developer has agreed to reduce by 969 the total number of trees it is required to plant within all phases of the Subdivision by paying the City a per-tree parkland dedication fee of \$500.00 per 2.5 caliper inch tree as permitted under Section 19 (C) below. The Developer will pay a proportionate share of the total per-tree parkland dedication fee for each phase of the Subdivision based upon the number of Single Family Lots contained within each such phase. For the 1st Addition, the Developer will be required to pay \$121,541.00 in parkland dedication fees $[(\$500 \times 969 \text{ 2.5-caliper inch trees reduced within the entire preliminary plat area}) / 291 \text{ Single Family Lots within all phases of the Subdivision} \times 73 \text{ Single Family Lots within the 1}^{\text{st}} \text{ Addition}]$. The two year warranty period for landscaping materials located within each phase of the Subdivision for which the Developer is providing a warranty under this Section 19 (A) shall be deemed to start once all required landscaping identified as responsibility of Developer in the approved Plans for such phase has received acceptance by the City. The Developer agrees to have the installer of the landscaping complete an inspection 30 days prior to the end of the two year warranty period and provide the City with a written report identifying the condition of all landscaping. In the event that any landscaping installed by the Developer is deemed through this inspection to be in poor condition or dead, the Developer is to replace the landscaping with like kind materials or as otherwise approved by the City.

2. Section 19 (C) of the Development Agreement shall be changed to read as follows:

(C) The City has agreed to reduce the number of required trees the Developer is required to plant within the Subdivision from 3800 to 2912 as such number is reflected in the revised landscape plan attached hereto as Exhibit D. However, in addition to planting the number of trees required by this

paragraph, the Developer agrees that it will require that at least two trees be planted on lots that have villa homes and at least four trees be planted on lots that have single family homes. These trees are not to be counted towards the number of trees that are required by this paragraph to be planted by the Developer. All trees planted on villa or single family home lots must be planted before the building permit escrow will be released by the City. The Developer may further reduce the number of trees that it is required to plant within the Subdivision by: (i) implementing woodland management or pollinator friendly native seeding practices within the Subdivision, in a manner approved by the City's Landscape Architect, provided that the number of trees that may be removed from the Developer's plantings will be agreed upon by the Developer and the City at the time such practices are approved; or (ii) paying to the City a per-tree parkland dedication fee of \$500.00 per 2.5 caliper inch tree that the Developer elects not to plant within the Subdivision.

3. A new Exhibit D to the Development Agreement is hereby added. The new Exhibit D is attached hereto as Exhibit 2.

4. All other terms and conditions of the Development Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the City and the Developer have executed this First Amendment to the Development Agreement as of the date first written above.

CITY OF LAKE ELMO

By: _____
Mike Pearson, Mayor

By: _____
Julie Johnson, City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF WASHINGTON)

The foregoing instrument was acknowledged before me this _____ day of _____, 2018, by Mike Pearson and Julie Johnson, the Mayor and the City Clerk, respectively of the City of Lake Elmo, a Minnesota municipal corporation, on behalf of the City.

Notary Public

By: _____

Its: _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2017, by _____, the _____ of Royal Development Inc., a Minnesota corporation, on behalf of the corporation.

This document was drafted by:

470 U.S. Bank Plaza
200 South Sixth Street
Minneapolis, MN 55402
(612) 337-9300

EXHIBIT A

Legal Description of the Property

The property subject to the foregoing First Amendment to Development Agreement is legally described as follows:

The North Half of the Northeast Quarter of Section 25, Township 29 North, Range 21 West, Washington County, Minnesota, except therefrom that portion of the Northeast Quarter lying North and East of the public highway known as County State Aid Road No. 15.

AND

Government Lot 2 of Section 25, Township 29 North, Range 21 West, Washington County, Minnesota.

AND

Government Lot 1 of Section 25, Township 29 North, Range 21 West, Washington County, Minnesota.

AND

The Northwest Quarter of Section 25, Township 29 North, Range 21 West, Washington County, Minnesota.

AND

The Northeast Quarter of the Southwest Quarter of Section 25, Township 29 North, Range 21 West, Washington County, Minnesota.

AND

Government Lot 3 of Section 25, Township 29 North, Range 21 West, Washington County, Minnesota.

AND

The Southwest Quarter of the Southeast Quarter of Section 25, Township 29 North, Range 21 West, Washington County, Minnesota.

AND

That part of Government Lot 4, Section 25, Township 29, Range 21, Washington County, Minnesota, described as follows:

Commencing at the Southwest corner of said Government Lot 4; thence North 00 degrees 08 minutes 17 seconds East, assumed bearing, along the West line of said Government Lot 4, a distance of 1119.38 feet to the point of beginning of the parcel to be described; thence continuing northerly along said West line of Government Lot 4, a distance of 584 feet, more or less, to the shoreline of Horseshoe Lake; thence southeasterly, southerly, and southwesterly along said shoreline to the intersection with a line that bears South 89 degrees 51 minutes 43 seconds East from the point of beginning; thence North 89 degrees 51 minutes 43 seconds West, 21.5 feet, more or less, to the point of beginning.

AND

That part of Government Lot 4, Section 25, Township 29, Range 21, Washington County, Minnesota, lying southwesterly, southerly, and westerly of the following described line:

Commencing at the Southwest corner of said Government Lot 4; thence North 00 degrees 08 minutes 17 seconds East, assumed bearing, along the West line of said Government Lot 4, a distance of 482.61 feet to the point of beginning of the line to be described; thence southeasterly 221.89 feet along a non-tangential curve concave to the southwest having a radius of 490.00 feet, a central angle of 25 degrees 56 minutes 46 seconds, a chord length of 220.00 feet, and a chord bearing of South 43 degrees 56 minutes 35 seconds East; thence North 63 degrees 42 minutes 45 seconds East, not tangent to the last described curve, a distance of 10.23 feet; thence South 32 degrees 27 minutes 51 seconds East, 334.35 feet; thence South 00 degrees 08 minutes 17 seconds West, 45.00 feet to the South line of said Government Lot 4 and said line there terminating.

Parcel Identification Numbers:

25-029-21-12-0001

25-029-21-13-0001

25-029-21-14-0001

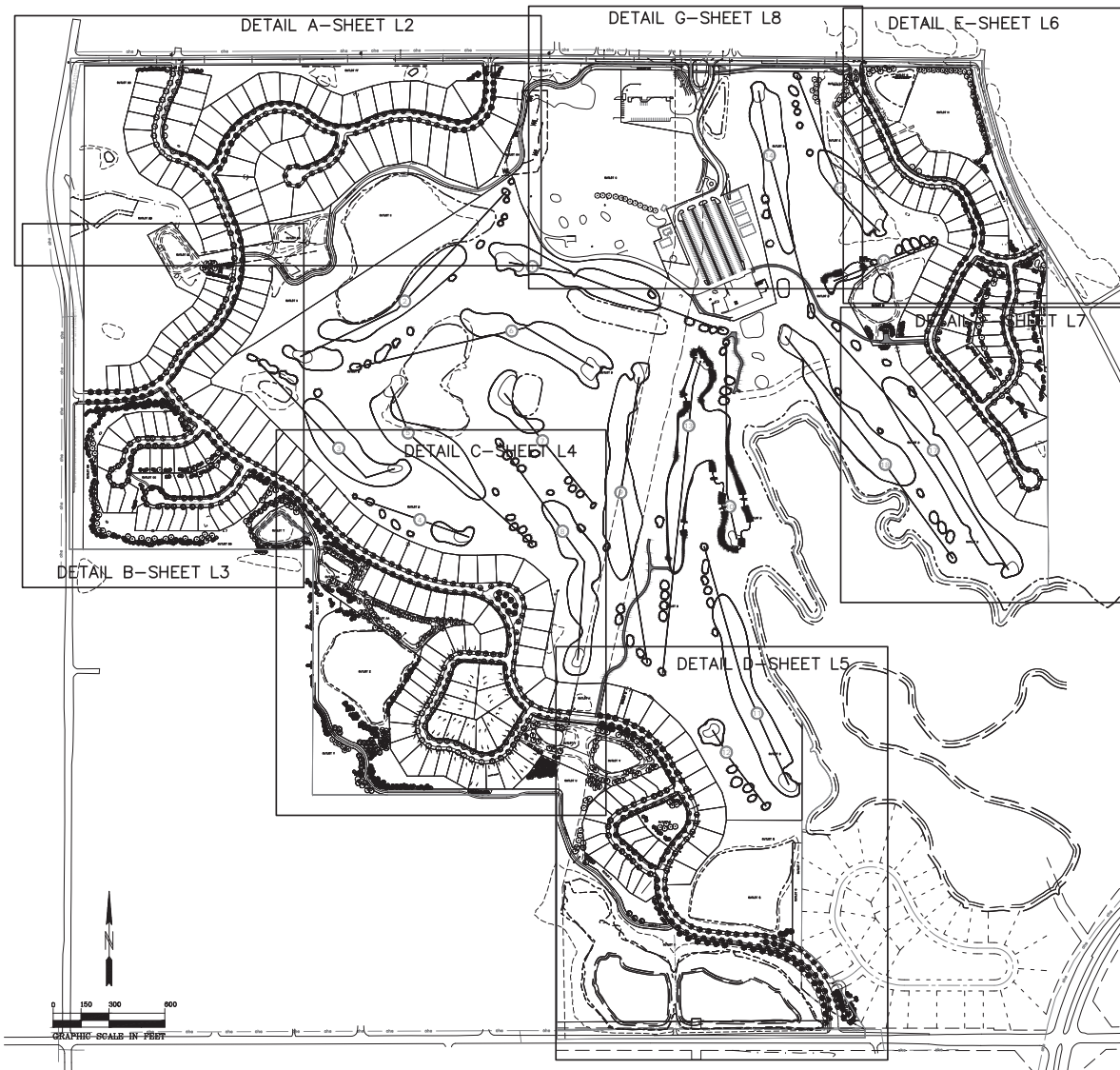
25-029-21-21-0001

25-029-21-31-0001

25-029-21-42-0001

25-029-21-43-0001

25-029-21-43-0002
25-029-21-44-0002



LANDSCAPE DATA:

GROSS RESIDENTIAL DEVELOPMENT AREA: 231.2 ACRES
 LAND ACREAGE "DEVELOPED OR DISTURBED BY DEVELOPMENT ACTIVITY" (DEVELOPED AREA WITHIN GRADING LIMITS): 146 ACRES

LANDSCAPE REQUIREMENTS:

1 TREE/50' OF ROW FRONTAGE: 35,961'/50=720 TREES
 5 TREES PER 1 ACRE OF "LAND THAT IS DEVELOPED OR DISTURBED BY DEVELOPMENT ACTIVITY": 146 AC. X 5=730 TREES

TOTAL TREES REQUIRED FOR LANDSCAPING: 1,450

MITIGATION REQUIREMENT: 8,542" (SEE TREE PRESERVATION PLANS)

PROPOSED TREES ON PLAN: 1,189 OVERSTORY, 753 EVERGREEN
 TOTAL TREES PROPOSED ON PLAN: 1,943

LARGE LOT SINGLE FAMILY WILL HAVE AN ADDITIONAL 4 TREES/LOT AND SMALL LOT SINGLE FAMILY WILL HAVE AN ADDITIONAL 2 TREES/LOT PLANTED BY THE BUILDER AS PART OF THE HOME LANDSCAPING OUTSIDE THE SCOPE OF THIS LANDSCAPE PLAN SET. TOTAL NUMBER OF TREES TO BE PLANTED AFTER HOME CONSTRUCTION BY BUILDER:

4 TREES (2.5" MINIMUM) PER LARGE LOT (153 LOTS): 612 TREES
 2 TREES (2.5" MINIMUM) PER 55-65' LOT (138 LOTS): 276 TREES
 TOTAL TREES BY BUILDER: 888

TOTAL TREES PROPOSED: 2,831

-PROPOSED ORNAMENTAL TREES NOT INCLUDED IN ANY CALCULATIONS

TREE TOTALS FOR ENTIRE SITE

PLANT SCHEDULE

KEY	COMMON NAME/Scientific name	ROOT	QUANTITY	
OVERSTORY TREES				
	NORTHWOODS RED MAPLE/Acer rubrum 'Northwoods'	2.5" B&B	89	
	AUTUMN BLAZE MAPLE/Acer x freemanii 'Jefferson'	2.5" B&B	45	
	SIENNA GLEN MAPLE/Acer x freemanii 'Sienna'	2.5" B&B	86	
	SUGAR MAPLE/Acer Saccharum 'Green Mountain'	2.5" B&B	95	
	HERITAGE RIVER BIRCH/Betula nigra 'Cully'	12" B&B	94	
	WHITESPIRE BIRCH/Betula populifolia 'Whitespire'	12" B&B	63	
	COMMON HACKBERRY/Celtis occidentalis	2.5" B&B	118	
	KENTUCKY COFFEE TREE/Gymnocladus dioica	2.5" B&B	81	Use male/seedless var. True North, Espresso
	RED OAK/Quercus rubra	2.5" B&B	88	
	NORTHERN PIN OAK/Quercus ellipsoidalis	2.5" B&B	89	
	SWAMP WHITE OAK/Quercus bicolor	2.5" B&B	74	
	PRINCETON ELM/Ulmus americana 'Princeton'	2.5" B&B	144	
	GINKGO/Ginkgo biloba (male only)	2.5" B&B	18	
	CATALPA/Catalpa speciosa	2.5" B&B	11	
	QUAKING ASPEN/Populus tremuloides	2.5" B&B	68	
	SPADED MAPLE AND OAK TRANSPLANTS	6" MM	27	SEE NOTES ON DETAIL E
EVERGREEN TREES				
	BLACK HILLS SPRUCE/Picea glauca densata	6" B&B	379	
	WHITE PINE/Pinus strobus	6" B&B	241	
	RED PINE/Pinus resinosa	6" B&B	133	
ORNAMENTAL TREES*				
	PRAIRIE FIRE CRAB/Malus 'Prairie Fire'	1.5" B&B	19	
	JAPANESE TREE LILAC/Syringa reticulata	8" B&B	11	
	SPRING SNOW CRAB/Malus 'Spring Snow'	1.5" B&B	12	

*ORNAMENTAL TREES MAY BE EITHER B&B OR POT AS LONG AS THEY MEET THE CALIPER INCH OR HEIGHT DESIGNATION

PIONEERengineering

CIVIL ENGINEERS LANDSCAPE ARCHITECTS
 2422 Enterprise Drive
 Mendota Heights, MN 55120
 (651) 681-1914
 Fax: 681-9488
 www.pioneereng.com

I hereby certify that this plan was prepared by me or under my direct supervision and that I am a duly Licensed Landscape Architect under the laws of the State of Minnesota.
 Reg. No. 44763 Date: 2-10-18

Name: *[Signature]*
 Title: Landscape Architect
 Date: 2-10-18

Revisions:
 2-10-17 new site layout
 2-10-17 revised grading
 2-10-17 proposed tree calculations
 2-10-17 tree quantities, new city detail plans
 2-10-17 revised 146 acre plan

DATE: 2-10-18
 2-10-18 revised site plan
 2-10-18 revised site plan
 2-10-18 revised site plan

Date: 2-25-18
 Drawn: [Signature]
 Check: [Signature]

LANDSCAPE PLAN

HC GOLF COURSE DEVELOPMENT, LLC
 11074 RADISSON ROAD NE
 BLAINE, MINNESOTA 55449

THE ROYAL GOLF CLUB AT LAKE ELMO
 LAKE ELMO, MINNESOTA

L1 OF 17



STAFF REPORT

DATE: 3/20/2018

REGULAR

ITEM #: 21

TO: City Council

FROM: Rob Weldon, Public Works Director

AGENDA ITEM: Single Axle Dump Truck/Snow Plow Purchase

REVIEWED BY: Kristina Handt, City Administrator
Brian Swanson, Finance Director

BACKGROUND: The City of Lake Elmo Public Works Department utilizes a fleet of 9 vehicles to remove snow and salt over 140 lane miles of city streets on snow events. The fleet consists of pick-ups, loaders and single axle dump trucks. Of these vehicles, a 1986 dump truck is in service and in need of replacement due to age and maintenance issues. This unit is not equipped with a front plow or wing and the salting equipment is not calibrated with ground control sensors which cause excess salt to be applied to roads. Additionally, this 1986 vehicle, with lacking snow removal equipment, is used in conjunction with a loader to plow and salt an assigned route, thus making this route a two-person assignment.

ISSUE BEFORE COUNCIL: Should the City Council approve the purchase of a single axle dump truck/snow plow as outlined in the 2018-2022 Capital Improvement Plan?

PROPOSAL DETAILS/ANALYSIS: Proceeding with this purchase will benefit the city and its citizens by replacing an aged truck with very limited capabilities with a new truck that is fully capable of handling all aspects of snow and ice control. Additionally, public works will be able to modify its plow routes in a way that will not only retire the 1986 truck, but also eliminate the need to plow over 25 lane miles of city streets with a loader, which does not have capabilities to apply salt. Overall, this new piece of equipment will do the tasks of two older machines. This purchase will aid Public Works in its increasing demand for snow removal due to the continued growth of the city.

Along with snow plowing activities, staff is proposing to equip this truck with a removable belted conveyor, which can be utilized to spread gravel needed to repair and maintain road shoulders.

FISCAL IMPACT: Purchase of this vehicle shall not exceed \$243,000 and will be funded through Municipal Bonds. It should be noted that the initial CIP amount was listed as \$240,000. The increase in price is due to the addition of the proposed conveyor.

OPTIONS: Approve purchase of dump truck/snow plow as recommended by MAC
Deny purchase of dump truck/snow plow
Amend and approve purchase of dump truck/snow plow

RECOMMENDATION: *If removed from consent agenda.....*

“Motion to approve the purchase of a single axle dump truck/snow plow for an amount not to exceed \$243,000”

ATTACHMENTS:

- Mack Chassis Spec. (State Bid)
- Mack Purchase Agreement
- Towmaster Equipment Spec. (State Bid)

Print Date & Time 3/6/2018 11:53

VENDOR NAME NUSS TRUCK & EQUIPMENT

YEAR, MAKE AND MODEL 2019 MACK GRANITE 42BR SA

This section for use when ordering

WB	165"	Grand Total \$ 114,063.00
CA	99"	
AF	62"	
Rear Ratio	4.19	
Cab Color	GREEN	UPDATED 2-20-2018
Wheel Color	BLACK	
Notes	LAKE ELMO	

Spec #	Description	Qty	Price	Subtotal
1.0	Price for base unit:	1	\$ 82,069.00	\$ 82,069.00

2.0 FRAME OPTIONS

2.10	Front frame extension	1	\$ 886.00	\$ 886.00
2.20	Custom hole punching in frame		\$ 100.00	\$ -
2.30	Deduct for no front bumper			\$ -
2.40	Frame fastener option (bolt or huck spun)	1	STD	
2.50	Frame, R.B.M., S.M., PSI, CT			
2.60	2,120,000 17.7 120,000 87 - 112 CA		\$ (64.00)	\$ -
2.70	2,120,000 17.7 120,000 113 - 133 CA		STD	
2.80	2,120,000 17.7 120,000 134 - 152 CA		\$ 107.00	\$ -
2.90	2,120,000 17.7 120,000 153 - 199 CA		\$ 406.00	\$ -
2.10	2,120,000 17.7 120,000 200 - 236 CA		\$ 482.00	\$ -
2.11	2,470,000 20.6 120,000 87 - 112 CA		\$ 176.00	\$ -
2.12	2,470,000 20.6 120,000 113 - 133 CA		\$ 240.00	\$ -
2.13	2,470,000 20.6 120,000 134 - 152 CA		\$ 347.00	\$ -
2.14	2,470,000 20.6 120,000 153 - 199 CA		\$ 646.00	\$ -
2.15	2,470,000 20.6 120,000 200 - 236 CA		\$ 722.00	\$ -
2.16	2,820,000 23.5 120,000 87 - 112 CA	1	\$ 521.00	\$ 521.00
2.17	2,820,000 23.5 120,000 113 - 133 CA		\$ 585.00	\$ -
2.18	2,820,000 23.5 120,000 134 - 152 CA		\$ 692.00	\$ -
2.19	2,820,000 23.5 120,000 153 - 199 CA		\$ 991.00	\$ -
2.20	2,820,000 23.5 120,000 200 - 236 CA		\$ 1,067.00	\$ -
2.21	3,160,000 26.3 120,000 87 - 112 CA		\$ 744.00	\$ -
2.22	3,160,000 26.3 120,000 113 - 133 CA		\$ 808.00	\$ -
2.23	3,160,000 26.3 120,000 134 - 152 CA		\$ 915.00	\$ -
2.24	3,160,000 26.3 120,000 153 - 199 CA		\$ 1,214.00	\$ -
2.25	3,160,000 26.3 120,000 200 - 236 CA		\$ 1,290.00	\$ -

Spec #	Description	Qty	Price	Subtotal
2.26	DOUBLE FRAME - PARTIAL IC REINFORCEMENT			
2.27	3,230,000 26.9 120,000 87 - 112 CA		\$ 801.00	\$ -
2.28	3,230,000 26.9 120,000 113 - 133 CA		\$ 865.00	\$ -
2.29	3,230,000 26.9 120,000 134 - 152 CA		\$ 972.00	\$ -
2.30	3,230,000 26.9 120,000 153 - 199 CA		\$ 1,214.00	\$ -
2.31	3,230,000 26.9 120,000 200 - 236 CA		\$ 1,290.00	\$ -
2.32	3,580,000 29.8 120,000 87 - 112 CA		\$ 1,041.00	\$ -
2.33	3,580,000 29.8 120,000 113 - 133 CA		\$ 1,105.00	\$ -
2.34	3,580,000 29.8 120,000 134 - 152 CA		\$ 1,212.00	\$ -
2.35	3,580,000 29.8 120,000 153 - 199 CA		\$ 1,511.00	\$ -
2.36	3,580,000 29.8 120,000 200 - 236 CA		\$ 1,587.00	\$ -
2.37	3,920,000 32.7 120,000 87 - 112 CA		\$ 1,376.00	\$ -
2.38	3,920,000 32.7 120,000 113 - 133 CA		\$ 1,450.00	\$ -
2.39	3,920,000 32.7 120,000 134 - 152 CA		\$ 1,657.00	\$ -
2.40	3,920,000 32.7 120,000 153 - 199 CA		\$ 1,856.00	\$ -
2.41	3,920,000 32.7 120,000 200 - 236 CA		\$ 1,932.00	\$ -
2.42	4,260,000 35.5 120,000 87 - 112 CA		\$ 1,832.00	\$ -
2.43	4,260,000 35.5 120,000 113 - 133 CA		\$ 1,673.00	\$ -
2.44	4,260,000 35.5 120,000 134 - 152 CA		\$ 2,003.00	\$ -
2.45	4,260,000 35.5 120,000 154 - 199 CA		\$ 2,301.00	\$ -
2.46	4,260,000 35.5 120,000 200 - 236 CA		\$ 2,384.00	\$ -
2.47	DOUBLE FRAME - FULL IC REINFORCEMENT			
2.48	3,230,000 26.9 120,000 87 - 112 CA		\$ 1,001.00	\$ -
2.49	3,230,000 26.9 120,000 113 - 133 CA		\$ 1,065.00	\$ -
2.50	3,230,000 26.9 120,000 134 - 152 CA		\$ 1,172.00	\$ -
2.51	3,230,000 26.9 120,000 153 - 199 CA		\$ 1,414.00	\$ -
2.52	3,230,000 26.9 120,000 200 - 236 CA		\$ 1,490.00	\$ -
2.53	3,580,000 29.8 120,000 87 - 112 CA		\$ 1,241.00	\$ -
2.54	3,580,000 29.8 120,000 113 - 133 CA		\$ 1,305.00	\$ -
2.55	3,580,000 29.8 120,000 134 - 152 CA		\$ 1,412.00	\$ -
2.56	3,580,000 29.8 120,000 153 - 199 CA		\$ 1,711.00	\$ -
2.57	3,580,000 29.8 120,000 200 - 236 CA		\$ 1,787.00	\$ -
2.58	3,580,000 29.8 120,000 87 - 112 CA		\$ 1,576.00	\$ -
2.59	3,580,000 29.8 120,000 113 - 133 CA		\$ 1,650.00	\$ -
2.60	3,580,000 29.8 120,000 134 - 152 CA		\$ 1,857.00	\$ -
2.61	3,580,000 29.8 120,000 153 - 199 CA		\$ 2,056.00	\$ -
2.62	3,580,000 29.8 120,000 200 - 236 CA		\$ 1,787.00	\$ -
2.63	3,920,000 32.7 120,000 87 - 112 CA		\$ 1,576.00	\$ -
2.64	3,920,000 32.7 120,000 113 - 133 CA		\$ 1,650.00	\$ -
2.65	3,920,000 32.7 120,000 134 - 152 CA		\$ 1,857.00	\$ -
2.66	3,920,000 32.7 120,000 153 - 199 CA		\$ 2,056.00	\$ -
2.67	3,920,000 32.7 120,000 200 - 236 CA		\$ 2,132.00	\$ -
2.68	4,260,000 35.5 120,000 87 - 112 CA		\$ 2,032.00	\$ -

Spec #	Description	Qty	Price	Subtotal
2.69	4,260,000 35.5 120,000 113 - 133 CA		\$ 1,873.00	\$ -
2.70	4,260,000 35.5 120,000 134 - 152 CA		\$ 2,203.00	\$ -
2.71	4,260,000 35.5 120,000 153 - 199 CA		\$ 2,501.00	\$ -
2.72	4,260,000 35.5 120,000 200 - 236 CA		\$ 2,584.00	\$ -
2.73	TRIPLE FRAME - FULL IC REINFORCEMENT			
2.74	5,688,000 47.4 120,000 87 - 112 CA		\$ 4,960.00	\$ -
2.75	5,688,000 47.4 120,000 113 - 133 CA		\$ 5,024.00	\$ -
2.76	5,688,000 47.4 120,000 134 - 152 CA		\$ 5,131.00	\$ -
2.77	5,688,000 47.4 120,000 153 - 199 CA		\$ 5,430.00	\$ -
2.78	5,688,000 47.4 120,000 200 - 236 CA		\$ 5,506.00	\$ -
2.79	Flush bright finish channel steel		\$ 113.00	\$ -
2.80	Extended stylized-silver-bright finish steel w/stone guard		\$ 1,495.00	\$ -
2.81	Extended - swept back steel, bright finish with stone guard - includes center tow pin		\$ 1,139.00	\$ -
2.82	Mill finish, flush mounted, unpainted aluminum		\$ 68.00	\$ -
2.83	Extended swept back channel steel (includes center tow pin) w/stone guard		\$ 805.00	\$ -
2.84	Extended swept back channel steel with bright finish w/painted center tow pin		\$ 620.00	\$ -
2.85	Extended swept back steel channel w/bright finish		\$ 258.00	\$ -
2.86	Extended swept back painted steel	1	STD	
2.87	Flush painted steel		\$ (15.00)	\$ -
2.88	Flush stainless clad aluminum		\$ 143.00	\$ -
2.89	Plate type radiator guard		\$ 105.00	\$ -
2.90	Bright finish plate type radiator guard		\$ 258.00	\$ -
2.91	Tectyl 185 GW pigmented compound between frame rails		\$ 110.00	\$ -
2.92	BOC crossmember, steel HD back to back channel intermediate		\$ 66.00	\$ -
2.93	BOC & intermediate crossmember, HD I-Beam		\$ 332.00	\$ -
2.94	Frame rail clearance		\$ 62.00	\$ -

3.0 FRONT AXLE/SUSPENSION/BRAKE/OPTION

3.1	Set forward front axle option	1	STD	
3.2	12,000 front axle & matching suspension - Mack FXL12		STD	
3.3	14,600 front axle & matching suspension - Mack FXL14.6		\$ 771.00	\$ -
3.4	16,000 front axle and matching suspension			\$ -
3.5	18,000 front axle and matching suspension - Mack FXL18	1	\$ 1,361.00	\$ 1,361.00
3.6	20,000 front axle and matching suspension - Mack FXL20		\$ 2,147.00	\$ -
3.7	23,000 front axle and matching suspension - Mack FXL23		\$ 2,448.00	\$ -
3.8	Heavy duty front axle shocks	1	STD	
3.9	Front stabilizer bar			\$ -
3.10	Right hand air bag suspension per Spec 3.6, Driver controlled			\$ -
3.11	Left air bag suspension per Spec 3.6, Driver controlled			\$ -

Spec #	Description	Qty	Price	Subtotal
3.12	Front axle lubrication cap with slotted venthole			
3.13	Front brake dust shields	1	\$ 18.00	\$ 18.00
3.14	Dual front auxiliary steering gear		\$ 569.00	\$ -
3.15	RH spring build up for wing plow application		\$ 30.00	\$ -
3.16	LH spring build up for wing plow application		\$ 30.00	\$ -
3.17	All wheel drive front axle		\$ 43,000.00	\$ -
3.18	Twin Steer Front Axle		\$ 12,612.00	\$ -
3.19	Aluminum front hubs		\$ 53.00	\$ -
3.20	Centerfuse outboard mounted brake drums		\$ 217.00	\$ -
3.21	Multileaf front spring ILO taperleaf (2 leaf spring)		\$ 35.00	\$ -
3.22	HD multileaf front spring ILO taperleaf (2 leaf spring)		\$ 65.00	\$ -
3.23	HD taperlead (3 leaf spring) ILO of taperleaf (2 leaf spring)	1	\$ 65.00	\$ 65.00
3.24	Meritor EX+ Air Disc Brakes requires Meritor rear brakes		\$ 653.00	\$ -
3.25	Meritor front slack adjustors - Need same slack on rear axle		\$ 1.00	\$ -
3.26	Meritor front slack with stainless steel pins		\$ 58.00	\$ -
3.27	Haldex front slack adjustors - Need same slack adjustor on rear axle		STD	
3.28	Haldex front slack with stainless steel pins	1	\$ 57.00	\$ 57.00
3.29	Meritor front brakes ILO of Bendix - requires Meritor rear brakes	1	\$ 131.00	\$ 131.00
3.30	Power steering reservoir with visible sight glass		\$ 30.00	\$ -

4.0 4.0 SINGLE REAR AXLE/SUSPENSION/BRAKE/OPTIONS

4.1	17,500# driver differential locking rear axle and matching suspension			\$ -
4.2	19,000# rear axle & matching suspension			\$ -
4.3	19,000# driver differential locking rear axle and matching suspension			\$ -
4.4	21,000# rear axle and matching suspension		\$ (110.00)	\$ -
4.5	21,000# driver differential locking rear axle and matching suspension		\$ 374.00	\$ -
4.6	22,000# rear axle and matching suspension			\$ -
4.7	22,000# driver differential locking rear axle and matching suspension			\$ -
4.8	23,000# rear axle and matching suspension		\$ 181.00	\$ -
4.9	23,000# driver differential locking rear axle and matching suspension		\$ 665.00	\$ -
4.10	26,000 # rear axle and matching suspension		\$ 880.00	\$ -
4.11	26,000 # driver differential locking rear axle and matching suspension		\$ 1,364.00	\$ -
4.12	Meritor RS23160 rear axle and 26,000# rear suspension, driver diff. lock.		\$ 830.00	\$ -
4.13	17,500# air suspension in lieu of springs			\$ -
4.14	19,000# air suspension in lieu of springs			\$ -
4.15	21,000# air suspension in lieu of springs			\$ -
4.16	22,000# air suspension in lieu of springs			\$ -
4.17	23,000# air suspension in lieu of springs		\$ 120.00	\$ -

Spec #	Description	Qty	Price	Subtotal
4.18	26,000# air suspension in lieu of springs			\$ -
4.19	Dash mounted air dump system		\$ -	\$ -
4.20	½ round universal joints	1	STD	
4.21	Spicer 1810 HD drive line with half round universal joints		\$ 126.00	\$ -
4.22	Rear axle heavy duty shocks			\$ -
4.23	Rear auxiliary spring, 4500#			\$ -
4.24	Rear stabilizer bar			\$ -
4.25	Rear brake dust shield	1	\$ 18.00	\$ 18.00
4.26	Mack RA23R 23,000 lbs rear axl2	1	STD	
4.27	Meritor RS-30-185 30,000 lbs rear axle		\$ 1,812.00	\$ -
4.28	Dana-Spicer S30-190 30,000 lbs rear axle		\$ 3,209.00	\$ -
4.29	Mack interwheel power divider for RA23R axle		\$ 1,367.00	\$ -
4.30	Mack CRD203 carrier		\$ 377.00	\$ -
4.31	Mack interwheel power divider for CRD2031 axle	1	\$ 1,818.00	\$ 1,818.00
4.32	Driver controlled interwheel differential lock		\$ 484.00	\$ -
4.33	Meritor RS23160 rear axle and 30,000# rear suspension, driver diff. lock.		\$ 1,050.00	\$ -
4.34	Tractech No-Spin both axle		\$ 1,129.00	\$ -
4.35	23,000 lbs Mack Multileaf spring with helper	1	\$ 130.00	\$ 130.00
4.36	26,000 lbs Mack Multileaf spring with helper		\$ 165.00	\$ -
4.37	30,000 lbs Mack Multileaf spring with helper		\$ 515.00	\$ -
4.38	30,000 lbs Mack Multileaf spring		\$ 385.00	\$ -
4.39	38,000 lbs Mack Multileaf spring		\$ 825.00	\$ -
4.40	21,000 lbs Mack Multileaf spring		\$ (110.00)	\$ -
4.41	Mack AL231 air ride suspension		\$ 120.00	\$ -
4.42	Neway 30,000 lbs AD-130 air ride suspension		\$ 1,165.00	\$ -
4.43	Meritor wide track axle		\$ 516.00	\$ -
4.44	Lube pump and filter		\$ 242.00	\$ -
4.45	Meritor 18 MXL extended lube	1	\$ 31.00	\$ 31.00
4.46	Meritor 175 MXL extended lube		\$ 32.00	\$ -
4.47	Dana-Spicer SPL170XL extended lube series		\$ 453.00	\$ -
4.48	Dana-Spicer SPL250XL extended lube series		\$ 493.00	\$ -
4.49	Dana-Spicer SPL250DXL extended lube series		\$ 502.00	\$ -
4.50	Dana-Spicer SPL350DXL extended lube series		\$ 776.00	\$ -
4.51	Haldex automatic rear slack adjustors		STD	
4.52	Haldex automatic rear slack adjustors with stainless steel pins	1	\$ 96.00	\$ 96.00
4.53	Meritor automatic rear slack adjustors		\$ 1.00	\$ -
4.54	Meritor automatic rear slack adjustors with stainless steel pins		\$ 231.00	\$ -
4.55	Meritor 16.5" x 7" rear brakes	1	\$ 58.00	\$ 58.00
4.56	Meritor 18" x 7" P rear brakes		\$ 53.00	\$ -
4.57	Meritor 16.5" x 7" P rear brakes		\$ 53.00	\$ -
4.58	Meritor 16.5" x 7" heavy duty rear brakes		\$ 28.00	\$ -
4.59	Haldex "Gold Seal" brake chambers		\$ 1.00	\$ -

Spec #	Description	Qty	Price	Subtotal
4.60	Haldex "Life Seal" brake chamber	1	STD	
4.61	MGM TR 30/30 LP3 (3" Stroke) brake chambers		\$ 44.00	\$ -
4.62	MGM MODEL LTR-L3 (3" Stroke)		\$ 114.00	\$ -
4.63	MGM TR3030LP3THD		\$ 66.00	\$ -
4.64	MGM MODEL TR-T tamper-resistant brake chamber		\$ 26.00	\$ -
4.65	MGM MODEL TR-T tamper-resistant brake chamber - reclock inlet ports for optimum ground clearance		\$ 43.00	\$ -
4.66	Haldex "Gold Seal" 3.0" stroke bake chamber		\$ 159.00	\$ -
4.67	Centerifuse outboard brake drums		\$ 103.00	\$ -
4.68	Aluminum preset hub with integrated spinle nut		\$ 19.00	\$ -
4.69	Conmet Aluminum preset bearings & seals		\$ 192.00	\$ -
4.70	Chicago Rawhide (Scotseal Longlife)		\$ 30.00	\$ -
4.71	National/Federal Mogul		\$ 11.00	\$ -
4.72	Stemco-Grit Guard		\$ 32.00	\$ -
4.73	Stemco-Guardian		\$ 31.00	\$ -

5.0 INTENTIONALLY LEFT BLANK:**6.0 TIRES/RIMS OPTIONS:**

6.1	Nylon wafers or wheel guards on all wheels (10 ea.)		\$ 44.00	\$ -
6.2	Heavier 7500 lb. 22.5 x 8.25 Steel rims in lieu of standard 7300# rims (10 ea.)		STD	
6.3	Heavier 7500 lb. 22.5 x 8.25 Steel rims in lieu of standard 7300# rims (8 ea.) in rear only		\$ 16.00	\$ -
6.4	11R 22.5 H front tires		\$ 39.00	\$ -
6.5	12R 22.5 H front tires		\$ 198.00	\$ -
6.6	9000 lb. 22.5 9" front steel rims, 315/80R 22.5 J front tires		\$ 187.00	\$ -
6.7	10,000 lb. 22.5 9" front steel rims, 315/80R 22.5 J front tires	1	\$ 407.00	\$ 407.00
6.8	10,500 lb. 22.5 x 12.25 front steel rims, 385/65R 22.5 J front tires		\$ 609.00	\$ -
6.9	10,500 lb. 22.5 x 12.25 front steel rims, 425/65R 22.5 J front tires		\$ 669.00	\$ -
6.10	11R 22.5 H rear tires		\$ 328.00	\$ -
6.11	7,300 lb. 24.5" x 8.25" steel front rims		\$ 5.00	\$ -
6.12	7300 lb. 24.5" x 8.25" rear steel rims		\$ 44.00	\$ -
6.13	8,000 lb. 24.5" x 8.25" steel front rims		\$ 10.00	\$ -
6.14	8,000 lb. 24.5" x 8.25" steel rear rims		\$ 82.00	\$ -
6.15	11R 24.5 G front tires		\$ 63.00	\$ -
6.16	11R 24.5 H front tires		\$ 105.00	\$ -
6.17	11R 24.5 G rear tires		\$ 164.00	\$ -
6.18	11R 24.5 H rear tires		\$ 480.00	\$ -
6.19	Steel spare rim, size 22.5 x 8.25		\$ 125.00	\$ -
6.20	Steel spare rim, size 24.5 x 8.25		\$ 148.00	\$ -
6.21	Steel spare rim, size 22.5 x 9.0		\$ 380.00	\$ -
6.22	Steel spare rim, size 22.5 x 12.25		\$ 430.00	\$ -
6.23	12R22.5 H front tires		\$ 439.00	\$ -

Spec #	Description	Qty	Price	Subtotal
6.24	12R 22.5 H rear tires		\$ 876.00	\$ -
6.25	Wheel lug wrench - includes handle		\$ 48.00	\$ -
6.26	Aluminum front wheel - 22.5 x 8.25		\$ 141.00	\$ -
6.27	Aluminum front wheel - 24.5 x 8.25		\$ 156.00	\$ -
6.28	Aluminum front wheel - 22.5 x 9.0	1	\$ 329.00	\$ 329.00
6.29	Aluminum front wheel - 22.5 x 12.25		\$ 387.00	\$ -
6.30	Polished aluminum front wheel		\$ 48.00	\$ -
6.31	Dura-bright bright finish front wheels		\$ 204.00	\$ -
6.32	Wheel finishing with extra polished front wheels		\$ 76.00	\$ -
6.33	Aluminum rear wheels - 22.5 x 8.25	1	\$ 246.00	\$ 246.00
6.34	Aluminum rear wheels - 24.5 x 8.25		\$ 300.00	\$ -
6.35	Polished aluminum rear wheel four outboard of dual wheels		\$ 66.00	\$ -
6.36	Polished aluminum rear wheel all eight (4) wheels		\$ 133.00	\$ -
6.37	Dura-bright bright finish on all eight (4) rear wheels		\$ 667.00	\$ -
6.38	Dura-bright bright finish on all four (2) outboard rear wheels		\$ 334.00	\$ -
6.39	11R22.5 G Bridgestone M843 front tires		\$ 223.00	\$ -
6.40	11R22.5 G Michelin XZE2 front tires		\$ 296.00	\$ -
6.41	315/80R22.5 L Michelin XZA1 front tires		\$ 532.00	\$ -
6.42	385/65R22.5 J Michelin XZY3 front tires		\$ 712.00	\$ -
6.43	425/65R22.5 L Michelin XZY3 front tires		\$ 959.00	\$ -
6.44	11R22.5 G Bridgestone M843 rear tires		\$ 446.00	\$ -
6.45	11R22.5 G Michelin XDN2 rear tires		\$ 946.00	\$ -
6.46	11R22.5 H Michelin XDN2 rear tires		\$ 982.00	\$ -
6.47	11R22.5 G Goodyear G622RSD rear tires		\$ 1,252.00	\$ -
6.48	11R22.5 H Goodyear G622RSD rear tires		\$ 1,336.00	\$ -

7.0 BRAKE SYSTEM OPTIONS:

7.1	Wabco System Saver 1200 E heated air dryer	1	STD	
7.2	Manual cable drain valves on air tanks with lanyard on all tanks		\$ 24.00	\$ -
7.3	Heated air tank			
7.4	Auto drain valves on air tanks		\$ 31.00	\$ -
7.5	MGM type TR-T rear brake chambers		\$ 50.00	\$ -
7.6	S.S. pins on slack adjuster yoke (2 ea. per yoke) For all air brake chambers			\$ -
7.7	Inverted rear brake chamber mounting in lieu of regular mounting			\$ -
7.8	Relocate air dryer		\$ 49.00	\$ -
7.9	Bendix AD9 heated air dryer		\$ 118.00	\$ -
7.10	Bendix AD-IP heated air dryer		\$ 164.00	\$ -
7.11	Meritor/Wabco system twin heated air dryer		\$ 539.00	\$ -
7.12	Auto heated drain valve- heated supply tank, manual petcock		\$ 42.00	\$ -
7.13	Auto heated drain valve- heated supply tank, with lanyard on all other tanks		\$ 72.00	\$ -
7.14	Aluminum air reservoirs		\$ 192.00	\$ -

Spec #	Description	Qty	Price	Subtotal
7.15	Polished aluminum air reservoirs		\$ 252.00	\$ -
7.16	Increase air capacity for installation of extra axles		\$ 289.00	\$ -
7.17	MACK Road Stability Adv. Bendix ABS/ATC/RSA w/YAW control with mud/snow switch		\$ 1,873.00	\$ -
7.18	Meritor/Wabco ABS system w/o automatic traction control		\$ 142.00	\$ -
7.19	Bendix ABS system with traction control	1	\$ 270.00	\$ 270.00
7.20	Meritor/Wabco ABS system w/auto traction control		\$ 357.00	\$ -
7.21	Furnish automatic traction control (ATC full disable switch)		\$ 105.00	\$ -
7.22	Lanyard control on supply wet tank		\$ 16.00	\$ -
7.23	Haldex "Gold Seal" brake chamber		\$ 1.00	\$ -
7.24	Haldex "Life Seal" brake chamber		STD	
7.25	MGM TR 30/30 LP3 (3" Stroke) brake chamber		\$ 105.00	\$ -
7.26	MGM LTR (3" Stroke) brake chamber		\$ 285.00	\$ -
7.27	MGM TR3030LP3THD		\$ 133.00	\$ -
7.28	MGM TR-T (Tamper Resistant brake chamber) reclock inlet ports for optimum ground clearance		\$ 68.00	\$ -
7.29	Haldex "Gold Seal" 3.0" stroke brake chamber		\$ 399.00	\$ -
7.30	Electric horn sound when driver door open with park brake released		\$ 67.00	\$ -
7.31	Alarm to sound when driver door open & parking brake not on		\$ 43.00	\$ -
7.32	Schreader valve located in supply tank		\$ 47.00	\$ -
7.33	Schreader valve, secondary		\$ 47.00	\$ -
7.34	Two (2) valve dual brake system-trailer supply and tractor-trailer park		\$ 42.00	\$ -
7.35	Relocate all air reservoir in frame		\$ 48.00	\$ -
7.36	Air reservoir in frame, one reservoir on the RH rail behind Cleartech		\$ 48.00	\$ -
7.37	Never-seize to brake shoes pins & cam rollers		\$ 33.00	\$ -

8.0 ENGINE/EXHAUST AND FUEL TANKS OPTIONS:**(List Make & Model, H.P., torque of engine and exhaust and fuel tank options)**

8.1	Mack MP7-325M 325HP@1400-1900 RPM (Peak) 2100 RPM Gov 1250 LB-FT Torque		STD	
8.2	Mack MP7-355A 355HP@1500-1800 RPM (Peak) 2100 RPM Gov 1250 LB-FT Torque		\$ 481.00	\$ -
8.3	Mack MP7-375M 375HP@1500-1900 RPM (Peak) 2100 RPM Gov 1360 LB-FT Torque	1	\$ 813.00	\$ 813.00
8.4	Mack MP7-425M 425HP@1500-1800 RPM (Peak) 2100 RPM Gov 1560 LB-FT Torque		\$ 1,508.00	\$ -
8.5	Mack MP7-345C 345HP@1450-1700 RPM (Peak) 1950 RPM Gov 1360 LB-FT Torque		\$ 300.00	\$ -
8.6	Mack MP7-365C 365HP@1400-1700 RPM (Peak) 1950 RPM Gov 1460 LB-FT Torque		\$ 651.00	\$ -
8.7	Mack MP7-395A 395HP@1450-1700 RPM (Peak) 1950 RPM Gov 1560 LB-FT Torque		\$ 1,112.00	\$ -
8.8	Mack MP7-395C 395HP@1450-1700 RPM (Peak) 1950 RPM Gov 1560 LB-FT Torque		\$ 1,112.00	\$ -

Spec #	Description	Qty	Price	Subtotal
8.9	Mack MP8-415C 415HP@1400-1700 RPM (Peak) 1950 RPM Gov 1660 LB-FT Torque		\$ 2,064.00	\$ -
8.10	Mack MP8-445C 445HP@1300-1700 RPM (Peak) 1950 RPM Gov 1860 LB-FT Torque		\$ 2,589.00	\$ -
8.11	Mack MP8-505C 505HP@1500-1700 RPM (Peak) 1950 RPM Gov 1860 LB-FT Torque		\$ 3,311.00	\$ -
8.12	Mack MP8-425M 425HP@1500-1900 RPM (Peak) 21000 RPM Gov 1560 LB-FT Torque		\$ 2,247.00	\$ -
8.13	Mack MP8-455M 455HP@1500-1900 RPM (Peak) 21000 RPM Gov 1760 LB-FT Torque		\$ 2,635.00	\$ -
8.14	Mack MP8-505M 505HP@1500-1900 RPM (Peak) 21000 RPM Gov 1860 LB-FT Torque		\$ 3,759.00	\$ -
8.15	Clear Back of Cab - DPF & SCR Frame Mounted , RH Side under Cab	1	\$ 114.00	\$ 114.00
8.16	PK7-17C2 93 gallon sleeved fuel tank, 20" clearance for outrigger/wing plow		\$ 317.00	\$ -
8.17	Cleartech, DPF RH side under cab w/SCR vertical RH side of cab		\$ 601.00	\$ -
8.18	Cleartech with DPF vertical RH side BOC, w/SCR vertical LH side BOC		\$ 3,308.00	\$ -
8.19	No Muffler, Single (R/S) Vertical Exhaust Cab Mounted, Lower Ventura Diffuser, Turned End	1	\$ 318.00	\$ 318.00
8.20	No Muffler, Single (R/S) Vertical Exhaust Cab Mounted, Lower Ventura Diffuser, Plain End		\$ 318.00	\$ -
8.21	Single (R/S) Vertical Straight Exhaust Stack Plain End		\$ (16.00)	\$ -
8.22	Single (R/S) Vertical Straight Exhaust Stack Turned Out	1	STD	
8.23	Single (R/S) Vertical Straight Exhaust Stack Plain End Perf Stack Diffuser		\$ 32.00	\$ -
8.24	Single (R/S) Vertical Straight Exhaust Stack Plain End Side Outlet Diffuser		\$ 126.00	\$ -
8.25	Single (R/S) Vertical Straight Exhaust Stack Plain Top Outlet Diffuser		\$ 126.00	\$ -
8.26	Dual Vertical Straight Exhaust Stack Plain End - N/A with Allison Transmission		\$ 1,065.00	\$ -
8.27	Dual Vertical Straight Exhaust Stack Turned Out End - N/A with Allison Transmission		\$ 1,091.00	\$ -
8.28	Dual Vertical Straight Exhaust Stack Plain Side Outlet Diffuser - N/A with Allison Transmission		\$ 1,507.00	\$ -
8.29	Dual Vertical Straight Exhaust Stack Plain Top Outlet Diffuser - N/A with Allison Transmission		\$ 1,507.00	\$ -
8.30	Single, Bright finish heat shield & stack	1	\$ 65.00	\$ 65.00
8.31	Dual, Bright finish heat shield & stack		\$ 130.00	\$ -
8.32	Single, Bright finish heat shield, stack & elbow		\$ 162.00	\$ -
8.33	Dual, Bright finish heat shield, stack & elbow		\$ 344.00	\$ -
8.34	Single, Bright finish stack only		\$ 50.00	\$ -
8.35	Dual, Bright finish stack only		\$ 99.00	\$ -
8.36	Single, Bright finish lower elbow & stack		\$ 148.00	\$ -
8.37	Dual, Bright finish lower elbow & stack		\$ 294.00	\$ -
8.38	Single, Bright finish heat shield only		\$ 16.00	\$ -

Spec #	Description	Qty	Price	Subtotal
8.39	Dual, Bright finish heat shield only		\$ 31.00	\$ -
8.40	Bright finish stainless steel heat shield for frame mounted Mack Cap DPF		\$ 171.00	\$ -
8.41	50 Gallon LH steel 22" Dia fuel tank		\$ (118.00)	\$ -
8.42	66 Gallon LH steel 22" Dia fuel tank		\$ (96.00)	\$ -
8.43	72 Gallon LH steel 26" Dia fuel tank		\$ (62.00)	\$ -
8.44	88 Gallon LH steel 22" Dia fuel tank		\$ 164.00	\$ -
8.45	93 Gallon LH steel 26" Dia fuel tank		\$ 267.00	\$ -
8.46	116 Gallon LH steel 22" Dia fuel tank		\$ 222.00	\$ -
8.47	50 Gallon LH aluminum 22" Dia fuel tank		\$ (64.00)	\$ -
8.48	66 Gallon LH aluminum 22" Dia fuel tank		\$ (45.00)	\$ -
8.49	72 Gallon LH aluminum 26" Dia fuel tank		\$ 24.00	\$ -
8.50	88 Gallon LH aluminum 22" Dia fuel tank		\$ 231.00	\$ -
8.51	93 Gallon LH aluminum 26" Dia fuel tank		\$ 272.00	\$ -
8.52	116 Gallon LH aluminum 22" Dia fuel tank		\$ 292.00	\$ -
8.53	50 Gallon LH Steel D-Shape		\$ (118.00)	\$ -
8.54	66 Gallon LH Steel D-Shape		\$ (68.00)	\$ -
8.55	88 Gallon LH Steel D-Shape		\$ 101.00	\$ -
8.56	116 Gallon LH Steel D-Shape		\$ 300.00	\$ -
8.57	50 Gallon LH Aluminum D-Shape		\$ (118.00)	\$ -
8.58	66 Gallon LH Aluminum D-Shape		\$ (27.00)	\$ -
8.59	88 Gallon LH Aluminum D-Shape		\$ 173.00	\$ -
8.60	93 Gallon LH Aluminum D-Shape		\$ 195.00	\$ -
8.61	116 Gallon LH Aluminum D-Shape		\$ 367.00	\$ -
8.62	66 Gallon LH Steel D-Shape with Integral DEF Tank		\$ (47.00)	\$ -
8.63	88 Gallon LH Steel D-Shape with Integral DEF Tank		\$ 213.00	\$ -
8.64	111 Gallon LH Steel D-Shape with Integral DEF Tank		\$ 325.00	\$ -
8.65	66 Gallon LH Aluminum D-Shape with Integral DEF Tank	1	STD	
8.66	72 Gallon LH Aluminum D-Shape 26" Dia. with Integral DEF Tank		\$ 171.00	\$ -
8.67	88 Gallon LH Aluminum D-Shape with Integral DEF Tank		\$ 240.00	\$ -
8.68	93 Gallon LH Aluminum D-Shape 26" Dia. with Integral DEF Tank		\$ 304.00	\$ -
8.69	111 Gallon LH Aluminum D-Shape with Integral DEF Tank		\$ 378.00	\$ -
8.70	111 & 66 Gallon Aluminum D-Shape tanks, 66 Gallon isolated for Hyd oil		\$ 839.00	\$ -
8.71	50 Gallon RH steel 22" Dia fuel tank		\$ 503.00	\$ -
8.72	66 Gallon RH steel 22" Dia fuel tank		\$ 529.00	\$ -
8.73	88 Gallon RH steel 22" Dia fuel tank		\$ 814.00	\$ -
8.74	116 Gallon RH steel 22" Dia fuel tank		\$ 871.00	\$ -
8.75	50 Gallon RH aluminum 22" Dia fuel tank		\$ 570.00	\$ -
8.76	66 Gallon RH aluminum 22" Dia fuel tank		\$ 593.00	\$ -
8.77	88 Gallon RH aluminum 22" Dia fuel tank		\$ 879.00	\$ -
8.78	116 Gallon RH aluminum 22" Dia fuel tank		\$ 849.00	\$ -
8.79	50 Gallon RH Steel D-Shape		\$ 503.00	\$ -
8.80	66 Gallon RH Steel D-Shape		\$ 566.00	\$ -
8.81	88 Gallon RH Steel D-Shape		\$ 751.00	\$ -
8.82	116 Gallon RH Steel D-Shape		\$ 950.00	\$ -
8.83	50 Gallon RH Aluminum D-Shape		\$ 569.00	\$ -

Spec #	Description	Qty	Price	Subtotal
8.84	66 Gallon RH Aluminum D-Shape		\$ 617.00	\$ -
8.85	88 Gallon RH Aluminum D-Shape		\$ 822.00	\$ -
8.86	116 Gallon RH Aluminum D-Shape		\$ 1,016.00	\$ -
8.87	Single polished aluminum fuel tank		\$ 197.00	\$ -
8.88	Dual polished aluminum fuel tank		\$ 393.00	\$ -
8.89	Isolate RH fuel tank from fuel system for hyd oil		\$ 30.00	\$ -
8.90	Dual draw & return fuel system		\$ 82.00	\$ -
8.91	Filter neck screen for fuel tank		\$ 71.00	\$ -
8.92	Lockable fuel tank cap		\$ 31.00	\$ -
8.93	Bright finish DPF tank cover - Requires with bright finish tanks		\$ 171.00	\$ -
8.94	Bright finish DEF tank cover		\$ 29.00	\$ -
8.95	Bright Finish Aluminum steps & stainless steel bright finish straps		\$ 189.00	\$ -
8.96	Bright Finish Fuel Tank Straps - Single Tank	1	\$ 32.00	\$ 32.00
8.97	Flocs oil change system w/disconnecting fittings		\$ 114.00	\$ -
8.98	Engine oil drain kit, Flocs, SAE 100R2 hose		\$ 136.00	\$ -

9.0 ENGINE RELATED OPTIONS:

9.1	Oil fill and dipstick EZ access			\$ -
9.2	Delco 35 SI Brushless Alternator, 135 AMP		\$ 102.00	\$ -
9.3	Delco 24 SI Alternator, 130 AMP		STD	
9.4	Delco 24 SI Alternator, 145 AMP	1	\$ 18.00	\$ 18.00
9.5	Leece-Neville Alternator, 145 AMP		\$ 70.00	\$ -
9.6	Dual element air cleaner			
9.7	Donaldson Single Stage Air cleaner per spec 12.1	1	\$ 278.00	\$ 278.00
9.8	Thumb screws for Donaldson. Single stage Air Cleaner			\$ -
9.9	Fuel/water separator/heated/ Thermostatically controlled, ____ (Brand)			\$ -
9.10	Davco 382 fuel/water separator, non heated			\$ -
9.11	Non-heated fuel/water separator, Mack w/manual drain valve (integral w/primary fuel filter)	1	STD	
9.12	Coolant spin on filter/conditioner	1	\$ 47.00	\$ 47.00
9.13	Front engine powered take off adapter and radiator cut out	1	\$ 103.00	\$ 103.00
9.14	Air applied fan drive, Kysor two speed K32 Duro speed fan		\$ 135.00	\$ -
9.15	Air applied fan drive, ____ (Brand)			\$ -
9.16	Viscous fan drive - Behr Electronically modulated	1	STD	
9.17	Radiator hose package (Silicone) per Spec 12.2	1	\$ 240.00	\$ 240.00
9.18	Curved exhaust pipe end	1	STD	
9.19	Fuel tank per specification 12.7			\$ -
9.20	Engine block heater		\$ 65.00	\$ -
9.21	In line fuel heater		\$ 407.00	\$ -
9.22	In tank fuel heater		\$ 351.00	\$ -
9.23	Fuel cooler			\$ -
9.24	Radiator bug screen	1	STD	
9.25	Engine brake system		\$ 604.00	\$ -
9.26	Relocate air dryer		\$ 66.00	\$ -
9.27	Extended life anti-freeze	1	\$ 20.00	\$ 20.00
9.28	Starter motor options			\$ -
9.29	Starter motor options - Delco 39MT-MXT	1	STD	

Spec #	Description	Qty	Price	Subtotal
9.30	Mitsubishi electric 105P planetary gear reduction		\$ 46.00	\$ -
9.31	Relocate fuel filter		\$ 38.00	\$ -
9.32	Non-heated fuel/water separator, Racor 1000 FH		\$ 349.00	\$ -
9.33	Silicone radiator & heater hose with gate valve on each heater hose		\$ 201.00	\$ -
9.34	Silicone radiator, spring clamps on radiator & heater, 1/4 turn ball valve heater hose		\$ 212.00	\$ -
9.35	Mack brand EPDM radiator & heater hoses with 1/4 turn ball valve		\$ 79.00	\$ -
9.36	Mack brand EPDM radiator & heater hoses with constant torque clamps on all coolant lines		\$ 22.00	\$ -
9.37	Leece-Neville Alternator, 200 AMP		\$ 464.00	\$ -
9.38	Leece-Neville Alternator, 270 AMP		\$ 659.00	\$ -
9.39	Leece-Neville Alternator, 160 AMP Brushless		\$ 106.00	\$ -
9.40	Delco 24 SI Alternator, 160 AMP		\$ 54.00	\$ -
9.41	Delco 36SI Alternator, 165A Amp Brushless		\$ 178.00	\$ -
9.42	Delco 36SI Alternator, 165A Amp Brushless, w/remote voltage sensing		\$ 166.00	\$ -
9.43	Leece-Neville Alternator, 140 Amp		\$ 49.00	\$ -
9.44	Leece-Neville Alternator, 160 AMP Brush		\$ 103.00	\$ -
9.45	Meritor/Wabco 636 (37.4 CFM) air compressor		\$ 783.00	\$ -
9.46	Without bug screen		\$ (22.00)	\$ -
9.47	Winterfront over radiator mounted bug screen		\$ 97.00	\$ -
9.48	Winter front cover only		\$ 52.00	\$ -
9.49	Corrosion resistant oil pan - Recommended for snow plow trucks	1	\$ 126.00	\$ 126.00
9.50	Stainless steel oil pan		\$ 1,950.00	\$ -
9.51	Davco 382 heated fuel-water separator		\$ 387.00	\$ -
9.52	Racor fuel filter 1000 FH, 12V electrical heater with Mack integral fuel-water separator		\$ 374.00	\$ -
9.53	120V, 1500W block heater with 150W oil pan heater wired to same receptacle		\$ 137.00	\$ -
9.54	Electric preheater	1	\$ 53.00	\$ 53.00
9.55	Tether device -furnish cap retainer for oil fill, radiator overflow tank, battery box & tool box when furnish		\$ 23.00	\$ -
9.56	Electric primer pump (Mack engine) with momentary switch located LH rail BOC		\$ 96.00	\$ -
9.57	Rear engine PTO (Repto)		\$ 1,817.00	\$ -
9.58	Furnish transmission thru shaft for local installation of RMPTO for Fuller transmission (lower left)		\$ 28.00	\$ -
9.59	Provision for local installation of rear mounted PTO (lower center) includes dash mounted indicator light		\$ 159.00	\$ -
9.60	Air operated PTO control - includes in cab control (RMPTO only)		\$ 118.00	\$ -
9.61	PTO switch and light with wiring and piping		\$ 156.00	\$ -
9.62	PTO switch and light with wiring and piping - M-Drive transmission		\$ 156.00	\$ -

TRANSMISSION OPTIONS:

Spec #	Description	Qty	Price	Subtotal
10.0	(After the first Six listed options, list manual and automatic transmission options. List make and model, # of speeds, type of shifting and whether or not transmission includes PTO gear(s) or not). Example: Allison 3000 HS, 5 speed, push button, no PTO.			
10.1	2 plate 14" ceramic clutch option for manual transmission		\$ -	\$ -
10.2	2 plate 15½" ceramic clutch option for manual transmission		\$ -	\$ -
10.3	External grease fitting for throw out bearing		\$ 7.00	\$ -
10.4	Adjustment free option for 2 plate clutches		\$ 47.00	\$ -
10.5	Synthetic (TranSynd) lubrication for Automatic Transmission	1	\$ 301.00	\$ 301.00
10.6	Synthetic lubrication for manual transmission		STD	
10.7	Factory option lube - transmission		\$ (56.00)	\$ -
10.8	Allison 3000-RDS 5/6 speed push button, PTO		\$ 6,147.00	\$ -
10.9	Allison 3000-RDS 5/6 speed push button, PTO, w/output retarder		\$ 8,178.00	\$ -
10.10	Allison 3000-EVS 6 speed push button, PTO		\$ 8,108.00	\$ -
10.11	Allison 4000-RDS 5 speed push button, PTO		\$ 14,280.00	\$ -
10.12	Allison 4000-RDS 5/6 speed push button, PTO		\$ 13,776.00	\$ -
10.13	Allison 4000-RDS 6 speed push button, PTO, w/output retarder		\$ 13,536.00	\$ -
10.14	Allison 4000-EVS 6 speed push button, PTO		\$ 14,972.00	\$ -
10.15	Allison 4500-RDS-R 6 speed, PTO	1	\$ 13,776.00	\$ 13,776.00
10.16	Allison 4500-RDS-R 6 speed, with retarder, push button, PTO		\$ 16,776.00	\$ -
10.17	Allison 4500-EVS 6 speed push button, PTO		\$ 14,972.00	\$ -
10.18	Mack TMD12AFD-HD automated 12 speed transmission (direct drive)		\$ 3,718.00	\$ -
10.19	Mack TMD12AFD-HD automated 12 speed transmission (over drive)		\$ 3,718.00	\$ -
10.20	Mack TMD13AFD-HD automated 13 speed. Transmission, creeper/multi-speed reverse (direct drive)		\$ 7,438.00	\$ -
10.21	Mack TMD13AFD-HD automated 13 speed. Transmission, creeper/multi-speed reverse (over drive)		\$ 7,438.00	\$ -
10.22	Mack TMD13AFD-HD automated 14 speed. Transmission, ultra-low creeper/multi-speed reverse (over drive)		\$ 7,839.00	\$ -
10.23	Mack T309, 9 speed transmission, PTO		STD	
10.24	Mack T309LR, 9 speed transmission, PTO		\$ 142.00	\$ -
10.25	Mack T310, 10 speed manual transmission, PTO		\$ (516.00)	\$ -
10.26	Mack T310M, 10 speed manual transmission, PTO		\$ 1,029.00	\$ -
10.27	Mack T310ME, 10 speed manual transmission, PTO		\$ 1,193.00	\$ -
10.28	Mack T310MLR, 10 speed manual transmission, PTO		\$ 1,250.00	\$ -
10.29	Fuller FRO-14210C, 10 speed manual transmission, PTO		\$ 377.00	\$ -
10.30	Fuller RTO-14908LL, 10 speed manual transmission, PTO		\$ 855.00	\$ -
10.31	Fuller FRO-15210C, 10 speed manual transmission, PTO		\$ 1,639.00	\$ -
10.32	Fuller FRO-16210C, 10 speed manual transmission, PTO		\$ 1,298.00	\$ -
10.33	Fuller RTO-16908LL, 10 speed manual transmission, PTO		\$ 1,585.00	\$ -
10.34	Fuller FRO-18210C, 10 speed manual transmission, PTO		\$ 1,614.00	\$ -
10.35	Fuller RTO-14909ALL, 11 speed manual transmissin, PTO		\$ 1,390.00	\$ -
10.36	Fuller RTO-16908ALL, 11 spd manual transmissin, PTO		\$ 2,102.00	\$ -
10.37	Mack T313LR, 13 speed manual transmission, PTO		\$ 1,128.00	\$ -
10.38	Mack T313, 13 speed manual transmission, PTO		\$ 1,089.00	\$ -

Spec #	Description	Qty	Price	Subtotal
10.39	Fuller RTLO-16913A, 13 speed manual transmission, PTO		\$ 2,111.00	\$ -
10.40	Fuller RTLO-18913A, 13 speed manual transmission, PTO		\$ 2,848.00	\$ -
10.41	Fuller RTO-16915, 15 speed manual transmissin, PTO		\$ 2,220.00	\$ -
10.42	Mack T318LR21, 18 speed manual transmission, PTO		\$ 1,561.00	\$ -
10.43	Mack T318LR, 18 speed manual transmission, PTO		\$ 1,277.00	\$ -
10.44	Mack T318, 18 speed manual transmission, PTO		\$ 1,306.00	\$ -
10.45	Fuller RTLO-16918B, 18 speed manual transmissin, PTO		\$ 2,725.00	\$ -
10.46	Fuller RTLO-18918B, 18 speed manual transmission, PTO		\$ 3,407.00	\$ -
10.47	Air assist clutch		\$ 359.00	\$ -
10.48	Mechanical clutch cable		\$ 160.00	\$ -
10.49	Open grated clutch pedal		\$ 14.00	\$ -
10.50	Transmission oil cooler	1	STD	
10.51	Driveshaft guard for center bearing		\$ 27.00	\$ -
10.52	Transmission dust proofing		\$ 15.00	\$ -
10.53	T-Handle shift lever for Allison - Floor mounted		\$ 203.00	\$ -
10.54	Allison shift to neutral when park brake engaged	1	STD	
10.55	3rd or 4th gear hold for Allison transmission		\$ 300.00	\$ -
10.56	Stainless steel transmission coolant pipes	1	\$ 175.00	\$ 175.00
10.57	Allison fill tune and dip stick under hood		\$ 138.00	\$ -
10.58	Remote lube fittings: clutch release, brg & both cross-shaft; mounted under LH door		\$ 50.00	\$ -
10.59	GP1-23 Parker gear pump - requires M-Drive transmission and RMPO		\$ 425.00	\$ -
10.60	GP1-41 Parker gear pump - requires M-Drive transmission and RMPO		\$ 434.00	\$ -
10.61	GP1-60 Parker gear pump - requires M-Drive transmission and RMPO		\$ 548.00	\$ -
10.62	GP1-80 Parker gear pump - requires M-Drive transmission and RMPO		\$ 588.00	\$ -
10.63	F1-61R Parker gear pump - requires M-Drive transmission and RMPO		\$ 637.00	\$ -
10.64	F1-81R Parker gear pump - requires M-Drive transmission and RMPO		\$ 710.00	\$ -
10.65	F1-101R Parker gear pump - requires M-Drive transmission and RMPO		\$ 857.00	\$ -

11.0 ELECTRICAL OPTIONS:

11.1	Resettable circuit breaker electrical protection			\$ -
11.2	Automatic reset circuit breakers			\$ -
11.3	Solid state circuit protection			\$ -
11.4	Circuit box under hood or end of frame, each			\$ -
11.5	Battery disconnect off negative side in cab control		\$ 97.00	\$ -
11.6	Remote jump start terminals		\$ 111.00	\$ -
11.7	Back up alarm (Preco Factory Model)			\$ -
11.8	OEM daytime running lights	1	STD	
11.9	3000 CCA batteries in lieu of 1950CCA		\$ 66.00	\$ -
11.10	3 each 650/1950 CCA batteries in lieu of 2 each batteries	1	STD	
11.11	Battery box aft of cab			\$ -

Spec #	Description	Qty	Price	Subtotal
11.12	Grote 44710 flasher			\$ -
11.13	Signal Stat 935 turn signal per Spec 12.6			\$ -
11.14	Auxiliary customer access circuits			\$ -
11.15	Switch for snowplow lights mounted on instrumental panel. Includes wiring terminated near headlights, for customer mounted auxiliary snowplow lights.	1	\$ 80.00	\$ 80.00
11.16	Power source terminal-2 stud type-mounted on firewall or inside cab with ground to frame rail and to starter, with 6 gauge wire.			\$ -
11.17	10-position switch panel mounted on instrument panel. Includes 10 lighted switches, ignition control; switches will control relays which will feed stud type junction block mounted inside cab.			\$ -
11.18	Vehicle speed sensor with speed signal at fuse panel for sander ground speed control system.	1	\$ 20.00	\$ 20.00
11.19	Battery box left hand rail back of fuel tank		\$ 48.00	\$ -
11.20	Battery terminal cable with tall battery terminal nuts		\$ 8.00	\$ -
11.21	Dash mounted indicator body/hoist up body builder lamp		\$ 71.00	\$ -
11.22	RH/LH led work light on both side of truck		\$ 113.00	\$ -
11.23	Polished aluminum battery box cover		\$ 52.00	\$ -
11.24	Molded plastic with splash guard		\$ 29.00	\$ -
11.25	Painted steel battery box		\$ 23.00	\$ -
11.26	Lockable steel battery box		\$ 69.00	\$ -
11.27	Battery shock pad		\$ 4.00	\$ -
11.28	Body Link w/cab floor pass thru hole/rubber boot		\$ 1.00	\$ -
11.29	Body Link w/o cab floor pass thru hole/rubber boot	1	STD	
11.30	2 Extra dash mounted illuminated toggle switches		\$ 16.00	\$ -
11.31	One extra dash mounted rocker switch thru battery for local installed items		\$ 10.00	\$ -
11.32	One extra dash mounted rocker switch thru ignition for local installed items		\$ 10.00	\$ -
11.33	Six extra switches 2-15A ignition, 1-20A ignition, 1-10A ignition, 1-5A battery, & 1-20A battery		\$ 111.00	\$ -
11.34	Eight switches - front strobe, rear strobes, wing light, wing strobe, sander light, tail gate lock, and vibrator	1	\$ 237.00	\$ 237.00
11.35	Back up alarm with intermittent feature (Ambient noise sensitive)		\$ 98.00	\$ -
11.36	Ecco back-up alarm 575 constant sound level	1	\$ 74.00	\$ 74.00
11.37	Ecco back-up alarm SA917 ambient noise sensitive		\$ 98.00	\$ -
11.38	Pollak 41-722 constant audible (mounted on rear crossmember)		\$ 80.00	\$ -
11.39	Fog lights		\$ 93.00	\$ -
11.40	Fog lights provisions - includes dash control & wiring for local installation of fog lights		\$ 13.00	\$ -
11.41	Omit rear tail lights		\$ (38.00)	\$ -
11.42	Incandescent tail light module		\$ 91.00	\$ -
11.43	Brake lighting on with engine brake		\$ 84.00	\$ -
11.44	LED type tail lights	1	\$ 199.00	\$ 199.00
11.45	Two Mack M/F 925/1850 CCA batteries		\$ 56.00	\$ -
11.46	Three Mack 730/2190 CCA batteries		\$ 5.00	\$ -
11.47	Three Mack 800 CCA AGM Long Life Batteries		\$ 263.00	\$ -
11.48	Four Mack 1000/4000 CCA		\$ 182.00	\$ -

Spec #	Description	Qty	Price	Subtotal
11.49	Switch in dash with wiring to cab roof, above LH & RH doors for local installation of strobe lights		\$ 32.00	\$ -
11.50	LED strobe beacon lights mounted on top of cab with switch on D-panel		\$ 196.00	\$ -
11.51	LH roof mounted spot light		\$ 71.00	\$ -
11.52	Trucklite LED side marker light		\$ 102.00	\$ -
12.0	CAB EXTERIOR OPTIONS:			
12.1	Dual electric horns		\$ 6.00	\$ -
12.2	Air horns, dual, round, with snow shields		\$ 95.00	\$ -
12.3	Dual rectangular air horns	1	\$ 72.00	\$ 72.00
12.4	Fender mirrors per Spec 12.4		\$ 133.00	\$ -
12.5	Heated mirrors per Spec 12.5 -West Coast	1	\$ 104.00	\$ 104.00
12.6	Remote control for R.H. mirror & heated -Bulldog stylized mirrors		\$ 378.00	\$ -
12.7	Remote control for dual mirrors & heated - Bulldog stylized mirrors with integral convex mirror		\$ 474.00	\$ -
12.8	Upcharge for cab extension or larger cab			\$ -
12.9	Severe duty aluminum cab option			\$ -
12.10	Dupont Highway orange paint or equal		\$ 31.00	\$ -
12.11	Premium paint color option		\$ 233.00	\$ -
12.12	Imron paint option		STD	
12.13	Imron and clear coat paint option	1	STD	
12.14	Top of hood painted flat black		\$ 607.00	\$ -
12.15	Cab Air Ride Suspension	1	STD	
12.16	Tilting hood per Spec 12.8	1	STD	
12.17	Butterfly option on hood		\$ 413.00	\$ -
12.18	Transverse hood opening w/setback axle			\$ -
12.19	Front fender mounted turn signals			\$ -
12.20	Cab visor, external, painted to match cab color	1	\$ 184.00	\$ 184.00
12.21	Front fender extensions	1	\$ 105.00	\$ 105.00
12.22	Front fender mud flaps	1	STD	
12.23	Arctic winter wiper blades	1	\$ 19.00	\$ 19.00
12.24	Optional windshield washer tank	1	\$ 26.00	\$ 26.00
12.25	Per truck charge for all trucks, key identical		\$ 20.00	\$ -
12.26	RH observation prism window in door		\$ 28.00	\$ -
12.27	Spotlight LH, RH, or roof mounted each		\$ 71.00	\$ -
12.28	Front tow hooks	1	STD	
12.29	Rear tow hooks		\$ 22.00	\$ -
12.30	Per truck charge for all trucks, key identical - 4 keys		\$ 39.00	\$ -
12.31	Heated mirrors per Spec 12.5 -West Coast heated & illuminated		\$ 123.00	\$ -
12.32	Heated mirrors per Spec 12.5 -Bulldog Stylized mirrors w/integral convex mirrors		\$ 272.00	\$ -
12.33	Heated mirrors per Spec 12.5 -Body color aero mirror with integrated convex mirror		\$ (49.00)	\$ -
12.34	Remote control for R.H. mirror & heated -Aerodynamic		\$ 344.00	\$ -
12.35	Hadley/Kam 4-way mirrors with chrome steel - RH motorized & heated		\$ 214.00	\$ -

Spec #	Description	Qty	Price	Subtotal
12.36	Remote control for dual mirrors & heated - Bulldog stylized mirrors illuminated with integral convex mirror		\$ 502.00	\$ -
12.37	Remote control for dual mirrors & heated - Aerodynamic		\$ 444.00	\$ -
12.38	Remote control for dual mirrors & heated - Aerodynamic body color		\$ 134.00	\$ -
12.39	Hadley/Kam 4-way mirrors with chrome steel - RH/LH both motorized & heated		\$ 252.00	\$ -
12.40	RH observation prism window in door		\$ 28.00	\$ -
12.41	Heated electric wiper blades		\$ 118.00	\$ -
12.42	Heated windshield	1	\$ 425.00	\$ 425.00
12.43	One piece windshield		\$ 83.00	\$ -
12.44	Tinted windshield and sides w/50% transmittance gray, tinted rear window		\$ 50.00	\$ -
12.45	Bright finish hood intake	1	\$ 16.00	\$ 16.00
12.46	Bright finish bars with surround grille	1	\$ 240.00	\$ 240.00
12.47	Bright finish grille		\$ 32.00	\$ -
12.48	Bullet type chrome marker & clearance lights		\$ 75.00	\$ -
12.49	Led type marker & clearance lights	1	\$ 75.00	\$ 75.00
12.50	RH tool box mounted on frame rail		\$ 221.00	\$ -
12.51	Heated convex mirrors		\$ 34.00	\$ -
12.52	Electronic keyless entry		\$ 130.00	\$ -
12.53	Bright finish RH fender mirror		\$ 67.00	\$ -
12.54	Bus style 1/4 round black finish fender mirrors		\$ 191.00	\$ -
12.55	Stainless steel exterior sun visor		\$ 247.00	\$ -
12.56	Bright Finish hood latches		\$ 89.00	\$ -
12.57	10" round bright finish heated fender mirrors	1	\$ 234.00	\$ 234.00
12.58	Rect convex mirror above RH driver door window		\$ 23.00	\$ -

13.0 CAB INTERIOR OPTIONS:

13.1	Medium grade interior trim package			\$ -
13.2	Sandstone Color with woodgrain instrument panel		\$ 292.00	\$ -
13.3	Sandstone Color with brushed metallic instrument panel		\$ 292.00	\$ -
13.4	Slate Gray Color with woodgrain instrument panel		\$ 292.00	\$ -
13.5	Slate Gray Color with brushed metallic instrument panel	1	\$ 292.00	\$ 292.00
13.6	Premium grade interior trim package includes power window and locks in package			
13.7	Sandstone Color with woodgrain instrument panel		\$ 1,087.00	\$ -
13.8	Sandstone Color with brushed metallic instrument panel		\$ 1,087.00	\$ -
13.9	Slate Gray Color with woodgrain instrument panel		\$ 1,087.00	\$ -
13.10	Slate Gray Color with brushed metallic instrument panel		\$ 1,087.00	\$ -
13.11	Round universal gauge package	1	STD	
13.12	Power window, passenger side		\$ 158.00	\$ -
13.13	Power window/both passenger and driver window	1	\$ 325.00	\$ 325.00
13.14	O.E.M factory installed, AM/FM Premium stereo, CD-Player, Weatherboard, Handfree interface, Bluetooth	1	STD	
13.15	O.E.M factory installed, AM/FM Premium stereo, CD-Player, Weatherband, Handfree interface, Bluetooth, Sirius/XM Satellite		\$ 157.00	\$ -

Spec #	Description	Qty	Price	Subtotal
13.16	Radio accommodation package includes antenna, power supply and two speakers (No radio)		\$ (175.00)	\$ -
13.17	O.E.M factory installed, AM/FM stereo, MP3, Weatherband, Handfree interface, Bluetooth		\$ (45.00)	\$ -
13.18	O.E.M factory installed, air conditioning	1	STD	
13.19	Cab mounted non-resettable hour meter			\$ -
13.20	Dash mounted air cleaner air restriction gauge - (Display in Co-Pilot only)	1	STD	
13.21	Transmission temp gauges	1	STD	
13.22	Windshield defroster fan w/switch dash mounted		\$ 87.00	\$ -
13.23	Between seats mounted console		\$ 308.00	\$ -
13.24	Transmission oil sensor (check & fill)	1	STD	
13.25	CB hot jacks dash mounted		\$ 13.00	\$ -
13.26	Tilt & telescope steering wheel	1	STD	
13.27	Tilt steering wheel			\$ -
13.28	Self canceling turn signals	1	STD	
List seating options for driver and passenger seats. Use as many options as you need to offer seat variations customers have been buying.				
13.29	Bostrom Talladega 915 Hi-Back air driver seat		\$ 26.00	\$ -
13.30	Bostrom Talladega 915 wide ride Hi-Back air driver with 4 chamber air lumbar		\$ 181.00	\$ -
13.31	Bostrom Talladega 915 Hi-Back air driver seat and air lumbar support		\$ 137.00	\$ -
13.32	Air-Sears Atlas 70 hi-back driver seat		\$ 246.00	\$ -
13.33	Air-Sears Atlas 70 hi-back driver seat "Premium comfort with height adj. Air lumbar		\$ 301.00	\$ -
13.34	Air-Sears Atlas 80 hi-back driver seat 4 chamber air lumbar	1	\$ 374.00	\$ 374.00
13.35	National 2000 hi-back air driver seat - single chamber air lumbar, 2 position front cushion adjustable		\$ 104.00	\$ -
13.36	National 2000 hi-back air driver seat - three chamber air lumbar, 2 position front cushion adjustable front cushion with adjustable rear cushion		\$ 199.00	\$ -
13.37	Mack fixed rider seat mid-back with integral storage compartment		\$ 82.00	\$ -
13.38	Mack fixed rider seat hi-back with integral storage compartment		\$ 106.00	\$ -
13.39	Extended non suspension rider seat with seat belts (2)		\$ 101.00	\$ -
13.40	Mack fixed hi-back rider seat		\$ 44.00	\$ -
13.41	Bostrom Talladega 900R mid-back non suspension rider seat		\$ 74.00	\$ -
13.42	Bostrom Talladega 900R hi-back non suspension rider seat		\$ 95.00	\$ -
13.43	Bostrom Talladega 915 mid back air rider seat		\$ 200.00	\$ -
13.44	Bostrom Talladega 915 hi-back air rider seat		\$ 297.00	\$ -
13.45	Bostrom Talladega 915 hi-back air rider seat with air lumbar		\$ 297.00	\$ -
13.46	National 2000 mid-back air rider seat		\$ 214.00	\$ -
13.47	National 2000 hi-back air rider seat		\$ 250.00	\$ -
13.48	Omit rider seat		\$ (40.00)	\$ -
13.49	Inboard mounted driver arm rest	1	\$ -	\$ -
13.50	Inboard mounted rider arm rest - Air Ride Seat Only		\$ -	\$ -
13.51	Cloth with vinyl driver & rider seat	1	\$ -	\$ -

Spec #	Description	Qty	Price	Subtotal
13.52	Driver seat dust cover	1	\$ -	\$ -
13.53	Passenger seat dust cover - Not Available with fix passenger seat		\$ -	\$ -
13.54	All ultra leather drive and ride set		\$ 95.00	\$ -
13.55	Orange driver & rider seat belt		\$ 76.00	\$ -
13.56	Light & buzzer for seat belt		\$ 35.00	\$ -
13.57	Push button type starter		\$ 13.00	\$ -
13.58	Diagonal grab handle on inside of driver door	1	\$ 35.00	\$ 35.00
13.59	Co-pilot driver display (enhanced 4.5" diagonal graphic LCD display w/4-button stalk control - includes guard dog routine maintenance monitoring	1	STD	
13.60	Roadwatch ambient air temp gauge for outside and road temps - requires aero-dynamic mirrors		\$ 648.00	\$ -
13.61	Roadwatch ambient air temp gauge for outside and road temps without display - includes cable to D panel with 6" extra wire		\$ 967.00	\$ -
13.62	Roadwatch ambient air temp gauge for outside and road temps with display on dash panel		\$ 1,081.00	\$ -
13.63	5lb fire extinguisher between LH seat base and door with valve aimed rearward	1	\$ 66.00	\$ 66.00
13.64	Reflector kit parallel to inside of rider base seat	1	\$ 27.00	\$ 27.00
13.65	Air conditioning blend air HVAC with ATC temp regulation		\$ 81.00	\$ -
13.66	Air conditioning blend air HVAC with ATC temp regulation & APADS		\$ 226.00	\$ -
13.67	Air conditioning with air conditioning protection & diagnostic system (APADS)		\$ 132.00	\$ -
13.68	Cab cleanout - includes in cab pneumatic line		\$ 46.00	\$ -
13.69	40 Channel CB Radio, 10 channel weather		\$ 205.00	\$ -
13.70	48" Radio antenna right side mirror mounted		\$ 4.00	\$ -
13.71	48"CB Antenna left side mirror mounted	1	\$ 38.00	\$ 38.00
13.72	CB hot jacks mounted on the dash and in header console		\$ 17.00	\$ -
13.73	CB mounting in console & external speakers		\$ 107.00	\$ -
13.74	Auto shutoff for radio when truck is in reverse		\$ 47.00	\$ -
13.75	Exhaust pyrometer & transmission oil temperature gauges		STD	
13.76	Exhaust pyrometer, transmission oil temperature, manifold pressure and air application gauges	1	\$ 75.00	\$ 75.00
13.77	Exhaust pyrometer, transmission oil temperature, manifold pressure and air application gauges, Air Suspension		\$ 100.00	\$ -
13.78	Rear Axle temperature gauge		\$ 91.00	\$ -
13.79	Red floor lighting w/switch plus (4) door lamps w/switches		\$ 103.00	\$ -
13.80	Interior storage console mounted on floor between seats w/12 volt power outlet		\$ 308.00	\$ -
13.81	Bodybuilder interior console mounted to floor between seats		\$ 209.00	\$ -
14.0	MN/DOT OPTIONS:			
14.10	Additional warranty coverage per spec 12.9			\$ -
14.20	Engine Plan 1 60 months 250,000 miles		\$ 1,200.00	\$ -
14.30	Engine Plan 1 72 months 250,000 miles		\$ 2,200.00	\$ -
14.40	Engine Plan 1 84 months 250,000 miles		\$ 2,520.00	\$ -
14.50	Engine Plan 1 60 months 250,000 miles - HP over 460 horses		\$ 2,000.00	\$ -

Spec #	Description	Qty	Price	Subtotal
14.60	Engine Plan 1 72 months 250,000 miles - HP over 460 horses		\$ 3,300.00	\$ -
14.70	Engine Plan 1 84 months 250,000 miles - HP over 460 horses		\$ 3,800.00	\$ -
14.80	Engine Plan 2 60 months 250,000 miles		\$ 1,900.00	\$ -
14.90	Engine Plan 2 72 months 250,000 miles		\$ 3,800.00	\$ -
14.10	Engine Plan 2 84 months 250,000 miles	1	\$ 4,300.00	\$ 4,300.00
14.11	Engine Plan 2 60 months 250,000 miles - HP over 460 horses		\$ 2,950.00	\$ -
14.12	Engine Plan 2 72 months 250,000 miles - HP over 460 horses		\$ 5,675.00	\$ -
14.13	Engine Plan 2 84 months 250,000 miles - HP over 460 horses		\$ 6,450.00	\$ -
14.14	Engine after-treatment systems (EATS) 60 months 250,000 miles		\$ 675.00	\$ -
14.15	Engine after-treatment systems (EATS) 72 months 250,000 miles		\$ 825.00	\$ -
14.16	Engine after-treatment systems (EATS) 84 months 250,000 miles	1	\$ 950.00	\$ 950.00
14.17	M-Drive Transmission 48 months 500,000 miles		\$ 971.00	\$ -
14.18	M-Drive Transmission 60 months 500,000 miles		\$ 2,067.00	\$ -
14.19	M-Drive HD Transmission 48 months 250,000 miles		\$ 775.00	\$ -
14.20	M-Drive HD Transmission 60 months 250,000 miles		\$ 1,150.00	\$ -
14.21	M-Drive Clutch 48 months 250,000		\$ 395.00	\$ -
14.22	M-Drive Clutch 60 months 250,000		\$ 695.00	\$ -
14.23	HVAC (Air Conditioning) 60 months		\$ 600.00	\$ -
14.24	Starter 60 months 300,000 miles		\$ 203.00	\$ -
14.25	Alternator 60 months 300,000 miles		\$ 231.00	\$ -
14.26	Starter & Alternator 60 months 300,000 miles		\$ 315.00	\$ -
For Prebuild and Pilot meets See RFP special Terms and conditions				
14.27	Prebuild specification meeting (per person) to be held in St. Paul/Minneapolis area.		\$ 1.00	\$ -
14.28	Pilot inspection meeting (per person).		\$ 900.00	\$ -
15.0	TRAILER TOW OPTIONS:			
15.1	Trailer tow package extended to rear of frame	1	\$ 317.00	\$ 317.00
15.2	Trailer package extend to rear of frame per Spec 12.12		\$ 417.00	\$ -
15.3	Single 7 pin SAE type, end of frame	1	\$ 117.00	\$ 117.00
15.4	Dual 7 pins standard SAE type, end of frame (1) for trailer with electric brakes, (1) for trailer with air brakes		\$ 158.00	\$ -
15.5	Hand control valve for trailer brakes	1	\$ 47.00	\$ 47.00
16.0	MANUALS / TRADE-IN INTEREST FEE:			
16.1	Percent interest per month (non-compounding) on unpaid cab & chassis balance. Applies only to CPV Members. (Payable after trade-in is delivered to vendor). Percentage/per month.		\$ 1.50	\$ -
agencies.				
16.2	Manuals in print form, parts repair and service, per set		\$ 900.00	\$ -
16.3	Manuals in CD form, parts repair and service, per set		\$ 500.00	\$ -
16.4	Premium Tech Tool		\$ 3,200.00	\$ -
17.0	Delivery Charges:			
17.1	Price per loaded mile List starting point			

Spec #	Description	Qty	Price	Subtotal
17.2	Roseville, MN 55113		\$ 2.00	\$ -
18.0	Maintenance /Body Shop Repair Rate Per Hour	1		
18.1	Rate for initial Inspection/Diagnostics		\$ 148.00	\$ -
18.2	Rate for Mechanical Work		\$ 148.00	\$ -
18.3	Rate for Body Work		\$ 148.00	\$ -
19.0	Quantity Discounts:	1		
	Enter the number of units that must be purchased and the corresponding discount percentage offered to the purchaser. More than one quantity discount may be entered.			
19.1				
19.2				
19.99		1		
20.3		1		
20.4		1	Total Cost:	\$ 114,063.00



**TRUCK &
EQUIPMENT**

www.nussgrp.com

☐ 6500 US HWY 63 S, PO BOX 6699
ROCHESTER, MN 55903
507-288-9488 507-424-4156 (FAX)

☒ 2195 W CTY RD C2, PO BOX 130820
ROSEVILLE, MN 55113
651-633-4810 651-635-0928 (FAX)

☐ 2625 QUAIL RD NE
SAUK RAPIDS, MN 56379
320-253-6941 320-253-0176 (FAX)

☐ 53976 208TH LN, PO BOX 969
MANKATO, MN 56002
507-345-6225 507-387-5886 (FAX)

☐ 3028 TRUCK CENTER DR
DULUTH, MN 55806
218-628-0333 218-628-1822 (FAX)

☐ 12540 DUPONT AVE S
BURNSVILLE, MN 55337
952-894-9595 952-894-1619 (FAX)

VEHICLE PURCHASE AGREEMENT

☒ NEW ☐ USED ☐ TRAILER ☐ ORDER OUT ☐ IN STOCK

DATE: 03/07/2018

SALESPERSON: PROW

CITY OF LAKE ELMO

PURCHASER		CONTACT/TITLE	
3800 LAVERNE AVE NORTH			
ADDRESS		E-MAIL ADDRESS	
LAKE ELMO, MN		DAKOTA	
CITY STATE		ZIP CODE	
651-747-3941		55042	
PHONE NUMBER		FAX NUMBER	

The Undersigned Purchaser hereby agrees to purchase from NUSS TRUCK GROUP INC. or SUBSIDIARY, hereinafter referred to as the Dealer, 1 new or used vehicle(s) together with the equipment below set forth (which vehicle(s) and equipment are called "said vehicle(s)") to be delivered on or about _____ according to the following specifications, terms, and conditions:

STOCK NO.	YEAR	MAKE	MODEL	MILEAGE	VIN
	2019	MACK	GR42BR		PENDING

WARRANTIES and/or REPRESENTATIONS

☒ Manufacturer's Warranty Applies

☐ **AS-IS: NO DEALER WARRANTY. DEALER DISCLAIMS ANY & ALL EXPRESS OR IMPLIED WARRANTIES.**

☐ Other: _____

PURCHASER INITIAL HERE: _____

GVWR/GCWR: The Gross Vehicle Weight (GVWR), or Gross Combination Weight Rating (GCWR), of the vehicle subject to this order is _____ lbs. Seller disclaims any and all liability for damages resulting from operation of the vehicle in excess of the above stated GVWR or GCWR.

PURCHASER INITIAL HERE: _____

TYPE OF TRANSACTION

☐ Financed. Finance Company: _____

☒ Cash (including customer based financing).

Lien Holder: _____

Phone #: _____

DRIVER/INSURANCE INFORMATION (for 2000 form)

Insurance Agent: _____

Insurance Company: _____

Policy #: _____

Driver's License #: _____ Date of Birth: _____

BASE PRICE OF VEHICLE SOLD

\$108,813.00

1. Total of Options/Accessories (carried over from Addendum)	\$0.00
2. Dealer Retail Price	\$108,813.00
3. Discount	\$0.00
4. Total Cash Price (2 less 3)	\$108,813.00
5. Trade-in Allowance	\$0.00
6. Trade Difference (4 less 5)	\$108,813.00
7. MN Sales Tax on Trade Difference <u>6.50%</u>	\$7,072.85
8. Federal Excise Tax	\$0.00
9. License / Registration Fees	\$0.00
10. City/County Excise Tax	\$0.00
11. Document Fee	\$100.00
12. Warranty	\$5,250.00
13. Balance Due to _____ on trade-in	\$0.00
14. Sub Total (Sum 6 through 13)	\$121,235.85
15. Less Cash Down Payment on Order	\$0.00
16. Sub Total (14 less 15)	\$121,235.85
17. Less Additional Cash Due _____	\$0.00
DUE ON DELIVERY	\$121,235.85

DELIVERY INFORMATION

DELIVER TO: TOWMASTER, LITCHFIELD, MN

ADDITIONAL ITEMS OR CONDITIONS OF SALE:

EQUIPMENT TO BE TRADED

STOCK NO.	YEAR	MAKE	MODEL	MILEAGE	VIN
STOCK NO.	YEAR	MAKE	MODEL	MILEAGE	VIN

IT IS FURTHER UNDERSTOOD AND AGREED

This Purchase Contract is subject to the following terms and conditions which have been mutually agreed upon:

1. That the Purchaser, before or at the time of taking delivery of the motor vehicle covered by the Purchase contract, will execute such other forms of agreements or documents as may reasonably be required by the dealer.
2. If the Manufacturer makes any changes in the model or design of any accessories and/or parts of any new motor vehicles at any time, it does not create any obligation on the part of the Dealer to make corresponding changes in the vehicle covered by this order either before or subsequent to the delivery of such vehicle to the Purchaser.
3. The Dealer shall have the right to re-appraise the motor vehicle to be traded-in or modify accordingly the delivery price of the motor vehicle purchased herein, if the said trade-in vehicle is subsequently damaged or parts and/or accessories have been removed or replaced, or if it exceeds any mileage/kilometer limitation stated on the face of this contract.

PURCHASER INITIAL HERE: _____

TERMS AND CONDITIONS

This purchase agreement is tendered by the Purchaser for acceptance by the Dealer, and it will not be binding upon the Dealer unless accepted and signed by the Dealer.

If the terms of payment herein provided are other than cash, the Purchaser agrees to execute and deliver to the Dealer, prior to the delivery of said vehicle(s), a security agreement, in the form customarily required by it, covering said vehicle(s) in order to secure the payment of the indebtedness due hereunder. The Purchaser further agrees that this purchase agreement shall be subject to all the terms and conditions of said security agreement, which shall supersede this purchase agreement to the extent inconsistent herewith; provided that Purchaser's warranty as to any used motor vehicle or equipment traded in by the Purchaser and taken by the Dealer as part payment hereunder (hereinafter such used motor vehicle or equipment is called the "used equipment") shall survive the execution of the security agreement.

The Purchaser warrants that the used equipment, if any, is free and clear of all liens and/or encumbrances of any nature whatsoever, and that the Purchaser has good and marketable title to the used equipment at the time of delivery thereof to the Dealer, unless noted otherwise under other conditions of sale. The used equipment is to be delivered to the Dealer in the same condition and appearance in which it was when first inspected by the Dealer or its agent. The Dealer, upon delivery of the used equipment, shall have the right once again to inspect the used equipment, and the Dealer shall be the sole judge as to its condition, with the right to accept or reject the used equipment at its option. If the used equipment is not in a condition and appearance as good as it was when first inspected by the Dealer, the Dealer shall have the right to revalue the amount of allowance offered for such equipment and the total cash purchase price shall be increased accordingly. The Purchaser agrees that the amount of the allowance made upon the used equipment, if any, is to be applied by the Dealer as part payment on the purchase price of said vehicle(s).

The Dealer shall not be held responsible for any loss, damage, detention, delay or failure to deliver resulting from any cause which is unavoidable or beyond its reasonable control, including, but not limited to, fire, flood, natural disaster, strike or labor disturbance, accident, vandalism, riot or insurrection, war, any order, decree, law or regulation of any court, government or governmental agency, shortage of materials, demand in excess of available supply, failure or interruption of normal transportation or power facilities; AND IN NO EVENT SHALL THE DEALER BE LIABLE FOR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF INCOME. The receipt of said vehicle(s) by the Purchaser upon delivery shall constitute a waiver of all claims for loss or damage due to delay.

In the event that the within purchase agreement is accepted by the Dealer and the Purchaser fails to accept delivery and perform this contract pursuant to its terms, the Dealer shall have the right to retain the amount paid to the Dealer in cash and/or the used equipment on account of the purchase price of said vehicle(s) as liquidated damages in addition to such other rights as the Dealer may have under law. In the event that the within purchase agreement is canceled by mutual written agreement of the Dealer and the Purchaser or if the Dealer is unable to make delivery of said vehicle(s), the Dealer will return and the Purchaser will accept the cash and the used equipment (or if the used equipment shall have been sold, the net amount received by the Dealer from the sale thereof) in full discharge of any obligations of the Dealer to the Purchaser hereunder.

A security interest in said vehicle(s) shall remain in the Dealer until the payment in full of the purchase price or, if the terms of payment herein provided are other than cash, until the execution and delivery of a security agreement, as hereinabove provided, at which time the terms of said security agreement shall control.

In the event of Purchaser's failure to make payment of the purchase price when due, the Dealer may take immediate possession of said vehicle(s), without demand or further notice. For this purpose and in furtherance thereof, the Purchaser shall, if the Dealer so requests, make said vehicle(s) available to the Dealer at a reasonably convenient place designated by it, and the Dealer shall have the right, and the Purchaser does hereby authorize and empower the Dealer, its agents, servants or employees, to enter upon the premises wherever said vehicle(s) may be and remove the same; and the Purchaser hereby expressly waives any action or right of action of any kind whatsoever against the Dealer, its agents, servants or employees because of the removal, repossession or retention of said vehicle(s) or otherwise.

The Purchaser agrees that if the cost of labor, materials, body, accessories or other equipment or component parts increases beyond the basis upon which the price set forth herein was established, then the Dealer, at any time before delivery, may give the Purchaser written notice of an increase in price, and such increased price shall be the contract price, unless Purchaser within ten days thereafter shall give Dealer written notice of cancellation. Any such increase in the contract price, pursuant to this provision, however, shall not prevent additional increases, if necessary, under the circumstances set forth herein at any time prior to delivery.

If the cost to the Dealer of insurance to be furnished by the Dealer hereunder is increased at any time prior to the delivery of said vehicle(s) the Purchaser agrees to pay for the insurance herein provided for at such increased rate.

ALL TAXES NOW OR HEREAFTER IMPOSED UPON THE SALE OF SAID VEHICLE(S) SHALL BE PAID BY THE PURCHASER.

The Purchaser agrees that all previous communications between the Purchaser and the Dealer, either verbal or written, with reference to the subject matter of this purchase agreement, are hereby abrogated. The Purchaser further agrees that no modification of this Agreement shall be binding upon the Dealer unless such modifications shall be in writing and agreed to and accepted in writing by authorized personnel of the Dealer.

This instrument contains the entire agreement between the parties, and there are no understandings or representations not contained herein.

THE DEALER AND THE MANUFACTURER MAKE NO WARRANTIES AS TO SAID VEHICLE(S), EXPRESS, IMPLIED, OR IMPLIED BY LAW, EXCEPT THE MANUFACTURER'S STANDARD VEHICLE WARRANTY, A COPY OF WHICH HAS BEEN DELIVERED TO THE PURCHASER AND WHICH IS INCORPORATED HEREIN BY REFERENCE. THE DEALER AND THE MANUFACTURER SPECIFICALLY DISCLAIM ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY LIABILITY FOR CONSEQUENTIAL DAMAGES.

THIS MAY BE A BINDING CONTRACT AND YOU MAY LOSE ANY DEPOSITS IF YOU DO NOT PERFORM ACCORDING TO ITS TERMS.

UNLESS OTHERWISE STATED, ALL INCENTIVES TO THE DEALER.

THE TERMS AND CONDITIONS HEREOF ARE A PART OF THIS AGREEMENT. THE PURCHASER ACKNOWLEDGES HAVING READ THIS AGREEMENT INCLUDING SUCH TERMS AND CONDITIONS AND FURTHER, PURCHASER ACKNOWLEDGES RECEIVING A COPY OF THIS AGREEMENT.

Buyer Signature _____

DATE

Buyer Name/Title _____

Dealer Accepted X _____

DATE

THIS ORDER IS NOT VALID UNLESS ACCEPTED AND SIGNED BY A SALES MANAGER OR OFFICER OF THE COMPANY.



TOWMASTER, 61381 US HWY 12, LITCHFIELD, MN 55355
 PH: 320-693-7900 FX: 320-693-7921 TF: 800-462-4517
 TOWMASTERTRUCK.COM

Reference No.

QT 16979

**** QUOTATION ****

Ship To:	Cust:	3538	Phone:	Bill To:	Phone:
LAKE ELMO, CITY OF				LAKE ELMO, CITY OF	
3800 LAVERNE AVE NORTH				3800 LAVERNE AVE NORTH	
LAKE ELMO	MN 55042	USA		LAKE ELMO	MN 55042 USA

ATTN: ROB WELDON

PO#	Salesman	Terms	Created	Last Revised	Appx Comp
	TIM ERICKSON	NET 30 DAYS	7/24/17	2/22/18	0/00/00

Serial No.

Build Instructions REVISED 2/22/18

F.O.B. LITCHFIELD, MN -OR- CUSTOMER LOCATION W/FUEL CHARGES ONLY

Other Instructions **STATE OF MN CONTRACT #126502 - - VALID THRU 3/31/2018**

Qty	Part No.	Description	Price Ea.	Net Amt.
1	9900118	- Body 10'6" EDGE-RS/SCIS-46-36-36 - - 46" 7 ga Stainless	\$11,331.00	\$11,331.00
		Front, 36" 7 ga Stainless radius sides (No Pockets), 36" 7 ga St		
		ainless Tailgate w/Hardox-450 Face, 1/4" Hardox-450 Floor, 8" I-Beam		
		Longsills, Air-trip ready linkage, Underside Black		
1	9901701	- Installation of Dump Body to hoist	\$1,366.00	\$1,366.00
1	9900145	- Body acc'y TMTE Air trip kit, w/solenoid valve,	\$257.00	\$257.00
1	9901702	- Installation of air operated tailgate latch kit, with	\$259.00	\$259.00
		solenoid valve in hydraulic valve enclosure.		
1	9900147	- Body acc Box Vibrator - Cougar model DC3200	\$695.00	\$695.00
1	9901703	- Installation of Box Vibrator, with solenoid located in	\$302.00	\$302.00
		hydraulic valve enclosure.		
1	9900156	- Cabshield, 1/2 type Stationary Free-Standing style,w/plain	\$2,214.00	\$2,214.00
		STAINLESS STEEL canopy, Hot-Dipped Galvanized		
		tubing construction support stand, Slotted Center Viewing Window, (2)		
		shovel holders, & reservior mounts, Installed.		
1	9900207	- Ladder Flip-A-Way Access ladder (STAINLESS STEEL) Including	\$432.00	\$432.00
		Grab Handle above, and Interior Step, ea, Installed		
		SPECIFY LOCATION HERE: LH Front area		
2	9900211	- Body acc'y Dual "split" sander manifolds in rear corner	\$311.00	\$622.00
		posts		

--- Continued ---

Price:

Total Discounts:

Net Cost:

Freight

Total:

Accepted by

Date



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LAKE ELMO		MN 55042	USA	LAKE ELMO	
				MN 55042	USA

ATTN: ROB WELDON

PO#	Salesman	Terms	Created	Last Revised	Appx Comp
	TIM ERICKSON	NET 30 DAYS	7/24/17	2/22/18	0/00/00

Serial No. ****NOTE: Dual spinner sander application**

1 9900214 - Body acc'y Tailgate LEVER TOP PIN release (Single Axle bodies only)	\$424.00	\$424.00
1 9904963 - Light Warning TMTE1SSM-3 PKG: 1/2 A 1/2 B, (2) SS 23H 3-light LED Micro-Edge, 2) 5M-400 Super-LED, (2) Side TIR3 LED, (2) 400 Max B-T-T LED, & (2) 400 LED BU Lights, in Stainless M Housings, (1) TIR3 LED Wing light, and (2) 4" LED work lights Installed. **NOTE: Micro-Edge heads to be mounted upside-down, Wing work light to be mounted down low behind cab aimed out and back at wing. Blue Lights on RH Front, and LH Rear.	\$4,159.00	\$4,159.00
1 9902519 - Light WHELEN MICRO PIONEER spot light, Installed **NOTE: Forward Facing on RH Cabshield Strobe Tube, for FOG LINE applicatio	\$513.00	\$513.00
1 9900253 - Light Mirror Adj mt HOH plow light pkg, Installed	\$791.00	\$791.00
1 9900259 - Light acc'y LED work light with disconnect Installed **NOTE: RH Sander Spinner Work Light Application	\$315.00	\$315.00
1 9900266 - Fender set Minimizer MIN2260, for Single Axle, black Poly, Installed	\$751.00	\$751.00
1 1965280 - Minimizer FKMACK2B Floor Mat Set for TDM and SGL	\$112.00	\$112.00
1 9900292 - Tool Box PRO-TECH Alum 22" x 20" x 12" tool box & Brackets Installed (no step)	\$757.00	\$757.00
1 9900970 - Tire Chains ON-SPOT for 1 Axle Installed	\$2,888.00	\$2,888.00
1 9904690 - Camera System, NORTECH 9100 HCS, w/9100-1 color 7" LCD video display, mount, & (3) video inputs,	\$257.00	\$257.00

--- Continued ---

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ATTN: ROB WELDON

PO#	Salesman	Terms	Created	Last Revised	Appx Comp
	TIM ERICKSON	NET 30 DAYS	7/24/17	2/22/18	0/00/00

Serial No.	
9100-2HC 120 ^u night vision CCD weather-proof HEATED camera, 9100-4	
65' waterproof harness, & wireless Remote.	

1 9904691 - INSTALLATION of Single camera system	\$258.00	\$258.00
1 9905501 - PreCise ARC Sensor Kit #1125402, Wired (No Display), for use w/existing RW Display or 6100 Display (Includes M8 cable)	\$612.00	\$612.00
1 9905502 - PreCise ARC Sensor Mount #1126929, only	\$35.00	\$35.00
1 9905401 - INSTALLATION only, PreCise ARC system	\$235.00	\$235.00
1 9900299 - Pre-Wet Towmaster/Varitech LDS-TMR-110-EGF Body Side Mt Sys for Elliptical body. (2) 55 gal tanks, mtg hdwe, plumbing, Elec Gravity Feed valve	\$2,034.00	\$2,034.00
1 9902483 - Installation of TMR pre-wet system (New Towmaster Body)	\$818.00	\$818.00
1 9903688 - PREWET DUAL SPINNER KIT INSTALLED	\$604.00	\$604.00
1 9901834 - Hoist OSP/Towmaster 720DH, Double Acting, W/Solid block rear hinge point, & OSHA approved saftey props	\$2,188.00	\$2,188.00
1 9901712 - Installation of SCISSORS TYPE double acting hoist	\$1,784.00	\$1,784.00
1 9902924 - Scraper FALLS IB-10A 1" MB, w/single lift cylinder W/12" bolt-on extension (11' total), LESS CUTTING EDGES	\$6,226.00	\$6,226.00
1 9903276 - VBL PolarFlex 3' Underchassis Complete System (includes bolts & nuts)	\$658.00	\$658.00
1 9903277 - VBL PolarFlex 4' Underchassis Complete System (includes bolts & nuts)	\$877.00	\$877.00

--- Continued ---

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ATTN: ROB WELDON

PO#	Salesman	Terms	Created	Last Revised	Appx Comp
	TIM ERICKSON	NET 30 DAYS	7/24/17	2/22/18	0/00/00

Serial No.

2	9904802 - VBL V45-PF-HFL Hard Faced Wrap-Around Curb Runner, LH PolarFlex, New Style	\$172.00	\$344.00
**NOTE: (1) FOR SCRAPER APPLICATION, (1) FOR FRONT PLOW APPLICATION			
1	9901705 - Installation of underbody fixed angle scraper w/single lift cylinder	\$2,010.00	\$2,010.00
1	9904232 - Scraper FORCE Up Charge Electric pressure transmitter to read on LCD screen installed	\$427.00	\$427.00
1	9900351 - Scraper FORCE reverse/Auto-Lift system, ADD-A-FOLD valve, installed	\$466.00	\$466.00
1	9902941 - Wing Falls RHSDL9A-HYDPB Primed LESS CUTTING EDGES	\$9,008.00	\$9,008.00
3	9902871 - VBL 3/4" x 6" - 3' w/25 ¹ / ₂ Tungsten Carbide Insert, Std Punch, Flat Blade	\$186.00	\$558.00
1	9902855 - VBL 3/4" x 6" - 9' Carbon Steel Snow Blade	\$162.00	\$162.00
**NOTE: Cover Plate - Wing Application			
1	9902814 - VBL V45-HFR-12 RH Vallite Hard Faced Curb Runner, 12" ctrs	\$237.00	\$237.00
1	9900388 - Installation Falls SDL Series Wing - w/Bulkhead Couplers	\$3,804.00	\$3,804.00
1	9901431 - Wing Falls RL (REAR LIFT) up charge SDL WING	\$391.00	\$391.00
1	9904688 - Wing Falls POST-LESS Toe Lift in lieu of Std Front post/slide system		
1	9900479 - Wing Falls Gloss Black - Paint Moldboard	\$278.00	\$278.00

--- Continued ---

Accepted by

Date

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3800 LAVERNE AVE NORTH				3800 LAVERNE AVE NORTH	
LAKE ELMO		MN 55042	USA	LAKE ELMO	
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ATTN: ROB WELDON

PO#	Salesman	Terms	Created	Last Revised	Appx Comp
	TIM ERICKSON	NET 30 DAYS	7/24/17	2/22/18	0/00/00

Serial No.		
1 9900555	- Plow Hitch Falls 44XB2/STD/STD/SA/SPR-RET/HITCH	\$2,743.00 \$2,743.00
1 9900589	- Installation Falls Plow Hitch - 40 Series 3Line/STDBLKHD	\$1,595.00 \$1,595.00
1 9903057	- Plow Falls PR1243/SPR-TRP/NOSHU/PRI-EI/10GA LESS CUTTING EDGES	\$5,802.00 \$5,802.00
3 9902827	- VBL PolarFlex 4' Front Mount Complete System (includes bolts & nuts)	\$820.00 \$2,460.00
1 9904801	- VBL V45-PF-HFR Hard Faced Wrap-Around Curb Runner, RH PolarFlex, New Style	\$172.00 \$172.00
1 9900625	- Plow Push Unit Falls 24/44 Series Std	\$800.00 \$800.00
1 9900637	- Plow Falls High Visibility Marker Set	\$87.00 \$87.00
1 9900639	- Plow Falls Rubber Belt Deflector Kit - Installed	\$306.00 \$306.00
1 9900641	- Plow Falls Parking Stand - Screw Adj Style	\$273.00 \$273.00
1 9900757	- Hitch TMTE Heavy Duty plate assembly, **NOTE: Includes D-RINGS. (NO PINTLE HOOK PER CUSTOMER REQUEST)	\$306.00 \$306.00
1 9901716	- Hitch Installation of Pup Hitch (weld in style) **NOTE: Includes transfer of OEM electrical socket & Air Glad Hands to plate if existing on truck chassis.	\$687.00 \$687.00
1 9900996	- Sander Falls 1ASD-6CDSS-6P-1D-2S-LM Salt Special 6", Stainless Steel Unit, LH & RH Discharge, Dual Poly Spinner Ass'y, w/uni-directional reversible auger (includes extra salt shield)	\$5,276.00 \$5,276.00

--- Continued ---

Accepted by

Date

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ATTN: ROB WELDON

PO#	Salesman	Terms	Created	Last Revised	Appx Comp
	TIM ERICKSON	NET 30 DAYS	7/24/17	2/22/18	0/00/00

Qty	Part No.	Description	Price Ea.	Net Amt.
1	9901722	- Sander Install dual spinner w/uni-directional reversible auger & dual manifolds RH & LH rear	\$1,104.00	\$1,104.00
1	9900814	- Sander Falls Stainless Steel (optional) salt shield **NOTE: For RH outlet	\$195.00	\$195.00
1	9900823	- Sander TMTE Exterior (removable) sander/tailgate spill plates, Stainless Steel	\$356.00	\$356.00
1	1921318	- Sander Swenson STCC Cross-Conveyor with light bar	\$7,863.00	\$7,863.00
1	9901728	- Sander Install Cross Conveyor	\$1,155.00	\$1,155.00
1	9900851	- Valve System, Force Add-A-Fold MCV-ISO Valve 9 Functions , INSTALLED **NOTE: Box Hoist, Plow Lift, Plow Angle, Wing Toe, Wing Heel, Wing Push-Bar, Scraper Lift, Auger R/L, Spinner R/L	\$9,960.00	\$9,960.00
1	9902497	- Control System Force ULTRA-4-6100 Commander control, Installed	\$10,504.00	\$10,504.00
1	9900874	- Filter Force IN-TANK mounted filter installed	\$446.00	\$446.00
1	9900882	- Reservoir TMTE Cabshield mt (stainless steel) w/intank filter provision, installed	\$2,155.00	\$2,155.00
1	9900888	- Pump Force FASD45L LS (6 ci) installed	\$3,638.00	\$3,638.00
1	9900871	- Switch TMTE BODY UP Installed (electric controls only)	\$182.00	\$182.00
1	9900884	- Sensor Force Low oil indicator system, SLIM-LINE AND CABSHIELD MOUNTED w/light mounted in cab, installed	\$215.00	\$215.00

--- Continued ---

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	TIM ERICKSON	NET 30 DAYS	7/24/17	2/22/18	0/00/00
Serial No.					

1 WARRANTY - TOWMASTER EXCLUSIVE WARRANTY: 5 yr Steel/Stainless Steel

Body Structure; 5 yr Whelen LED Light Systems; 3 yr Palfinger

Hoists; 4 yr SwapLoader Hoists; 2 yr Hyd, Snow Equip, Tele Hoists,

and all otheroists; 4 yr SwapLoader Hoists; 2 yr Hyd, Snow Equip,

Tele Hoists, and all otheritemsitems

Price: \$120,739.00

Total Discounts:

Net Cost: \$120,739.00

Freight

Total: \$120,739.00

Accepted by

Date