

**AGENDA
MAPLE PLAIN CITY COUNCIL – REGULAR MEETING
MAPLE PLAIN CITY HALL
MONDAY, JUNE 23, 2014
7:00 PM**

- 1. CALL TO ORDER**
- 2. PLEDGE OF ALLEGIANCE**
- 3. ADOPT AGENDA**
- 4. PROCLAMATION**
2014 Step To It Winner: Tom Warner
- 5. CONSENT AGENDA**
 - A. Approve June 9 City Council meeting minutes
 - B. Accounts Payable
- 6. VISITORS TO BE HEARD**

Note: This is a courtesy extended to persons wishing to address the council who are not on the agenda. A completed public comment form should be presented to the city administrator prior to the meeting; presentations will be limited to 3 minutes. This session will be limited to 15 minutes.
- 7. PUBLIC HEARINGS**
 - A. MS4 Annual Public Meeting
 - B. Meadows of Maple Plain Preliminary Plat PUD
- 8. ADMINISTRATIVE REPORTS**
 - A. City Planner Monthly Report
 - B. City Engineer Monthly Report
 - C. New City Website
- 9. OLD BUSINESS**
 - A. MCES 2013 Inflow & Infiltration Grant Reimbursement Requests 2
- 10. NEW BUSINESS**
 - A. Discovery Center Lease
- 11. LEGISLATIVE/INTERGOVERNMENTAL AFFAIRS**
- 12. COUNCIL REPORTS & OTHER BUSINESS**
 - A. Report on the Joint Council meeting with the City of Independence
- 13. ADJOURNMENT**

**Maple Plain City Council Meeting
Meeting Minutes
June 9, 2014
Maple Plain City Hall**

1. CALL TO ORDER

Mayor Hackbarth called the meeting to order at 7:10 p.m.

Present: Mayor Roger Hackbarth and Councilmembers Justin McCoy, Dave Eisinger, Mike DeLuca and Jerry Young. Also present were City Administrator Tessia Melvin, City Attorney Jeff Carson, City Engineer Dan Boyum and West Hennepin Public Safety Director Gary Kroells.

2. PLEDGE OF ALLEGIANCE

3. ADOPT AGENDA

Councilmember Eisinger moved to adopt the agenda; seconded by Councilmember Young. Motion passed 5-0.

4. PROCLAMATIONS

There were no proclamations.

5. CONSENT AGENDA

Items to approve under the Consent Agenda:

- A. Approve May 28 City Council meeting minutes**
- B. Approve May 28 City Council workshop minutes**
- C. Accounts Payable**
- D. Main Street West and Rainbow Avenue – Utility and Street Improvements – Payment Request No. 1**

Mayor Hackbarth and Councilmember Eisinger asked about the lift station and the pump for the well. Melvin reported that the pump was for Well No. 3 and the lift station had a program error.

Councilmember Young moved to adopt the agenda; seconded by Councilmember Eisinger. Motion passed 5-0.

6. VISITORS TO BE HEARD

Note: This is a courtesy extended to persons wishing to address the Council who are not on the agenda. A completed public comment should be presented to the City Administrator prior to the meeting. Presentations will be limited to 3 minutes. The session will be limited to 15 minutes.

7. PUBLIC HEARINGS

There were no public hearings.

8. ADMINISTRATIVE REPORTS

A. Pickleball equipment estimates

Melvin provide a staff report to the Council. The Parks Commission began the discussion of adding pickleball court striping to the tennis courts to increase the usability of the court and to provide recreational activities for residents. At the April 14 Council workshop, the Council agreed to stripe the courts for \$275. Melvin reported that the striping is completed and staff is asking to buy some equipment to help get residents acquainted with pickleball. The cost of the equipment for 4 players is less than \$100. Melvin added that this recommendation was approved by the Parks Commission.

Councilmember Young moved to approve the purchase of pickleball equipment; seconded by Councilmember McCoy. Motion passed 5-0.

B. Drake and Perkins drainage issues

Melvin reported that residents on Perkins Lane had contacted her about storm water flooding after heavy rain falls. Some residents reported that the swale located between the homes of Howard Avenue and Perkins Lane is not flowing property. Residents reported that they have talked with staff in the past, but nothing was resolved. Melvin reported that staff anticipated about 10-12 residents to attend. Melvin agreed to meet with residents and provide the Council an update.

9. OLD BUSINESS

A. MCES 2013 Inflow & Infiltration Grant Reimbursement Requests

Melvin reported that the Metropolitan Council Environmental Services (MCES) asked the City of Maple Plain to participate in a grant program designed to help residents pay for repairs to help reduce the inflow and infiltration levels. In 2013 staff sent flyers out to residents about the grant program and received 10 applications. Nine properties were qualified for grant funding. MCES has provided the City with \$7,194.53 in grant funds to reimburse residents upon the completion of their work.

Councilmember Young moved to approve the payment of MCES dollars to qualified residents for the Inflow & Infiltration Grant Program; seconded by Councilmember Eisinger. Motion passed 5-0.

B. Maple Plain Fire Department Radios

Melvin reported that the Maple Plain Fire Department recently gave the cities of Independence and Maple Plain their used radios. The radios will be used by staff to talk with each other, staff from the City of Independence and West Hennepin Public Safety. In addition, it allows staff to contact public safety and stay informed during a crisis situation. Melvin thanked the Maple Plain Fire Department for the radios and West Hennepin Public Safety for programming the radios and providing staff with the necessary training.

10. NEW BUSINESS

A. Timpe Field Artificial Turf

Melvin presented the Council with a request from the Parks Commission for the purchasing of 1,440 square feet of artificial turf for an area of Timpe Field that is currently filled with wood chips. The estimated cost is about \$850. Melvin reported that baseball players help install the turf.

Councilmember McCoy moved to approve the purchasing of artificial turf for the Northside Park; seconded by Councilmember Eisinger. Motion passed 5-0.

B. Sign Retroreflectivity Policy

Melvin reported that the Minnesota Department of Transportation issued a revision to the Manual for Uniform Traffic Control Devices. Those revisions included requiring agencies to implement a method for managing the retroreflectivity of lights. Melvin reported that staff used the League of Minnesota

Cities template and set a deadline of completing the sign inventory by July 2017.

Councilmember Young moved to approve sign retroreflectivity policy; seconded by Councilmember DeLuca Motion passed 5-0.

C. Approve the purchase of a Skidsteer

Melvin reported that the skidsteer was purchased in 2012 and was projected to meet the needs of the City until 2018. Public Works is asking for the replacement due to safety concerns and machine breakdown. Staff did receive a trade-in for the machine in the amount of \$9,000 and a new machine would cost \$41,609. The replacement cost in 2018 was estimated at \$53,860.

Melvin provided a list of upcoming scheduled machine and equipment replacement:

- 2015: None
- 2016 Ford 350 \$37,200, Backhoe \$78,856 and Kubota Mower/Attachment \$40,583
- 2017: None
- 2018: Pickup \$22,000, Skidsteer \$54,000
- 2019: None
- 2020: None
- 2021: None

Melvin reported that the equipment would be purchased out of the Equipment Revolving Fund, which currently has a balance of \$284,968.

Councilmember DeLuca asked to see two other quotes. Councilmember Eisinger asked to see a repair estimate done by a New Holland dealer on the current machine to make a better cost analysis.

No Council vote was taken.

D. Main Street West and Rainbow Avenue—Change Order No. 2: Ravine Stabilization

City Engineer Dan Boyum reported that the ravine slope approximately 100' north of Main Street West and next to the City's easement experienced erosion after the June 2013 storm. The City approached FEMA about funding the slope area and the rip rap at the end of the culvert on the north side of the ravine. FEMA representatives reported that the rip-rap is eligible for funding because it is man-made, but the slope is not because it is man-made.

Boyum presented two options: swale and a turf reinforcement mat. The swale would correct the washout area with a grouted rock swale. The cost for this is estimated at \$7,943.62. Option two is a reinforcement mat, which is estimated at \$5,767.72. Either option would be funded out of the storm water fund. Boyum added that staff would try to apply for a grant through the Pioneer Sarah Creek Watershed, which would provide 10% funding.

Councilmember McCoy moved to approve Change Order No. 1: Ravine Slope Stabilization; seconded by Councilmember DeLuca Motion passed 5-0.

11. LEGISLATIVE/INTERGOVERNMENTAL AFFAIRS

There was no discussion on legislative/intergovernmental affairs.

12. COUNCIL REPORTS & OTHER BUSINESS

A. Letter from concerned resident

Councilmember Young reported that the Council received a letter from a concerned resident regarding the dress code for city employees. He added that staff have been reminded of the dress policy.

13. ADJOURNMENT

Councilmember Young moved to adjourn the meeting at 7:45 p.m.; seconded by Councilmember DeLuca. Motion passed 5-0.

CITY OF MAPLE PLAIN

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Payments

Current Period: June 2014

Batch Name	06/23/14City Payments	User Dollar Amt	\$0.00	Computer Dollar Amt	\$54,696.17		
				\$54,696.17		Out of Balance	
Refer	19060	<u>RIEFF, ANN GARDEN DESIGN</u>	-				
Cash Payment	E 101-45200-225	Landscaping Materials	Flowers & Baskets				\$433.18
	Invoice 148591						
Transaction Date	6/20/2014		Bank of Maple Plain	10100		Total	\$433.18
Refer	19061	<u>BUDGET PRINTING CENTER</u>	-				
Cash Payment	E 101-41110-434	Awards & Indemnities	CSAs				\$223.50
	Invoice 5221						
Transaction Date	6/20/2014		Bank of Maple Plain	10100		Total	\$223.50
Refer	19062	<u>MN DEPT TRANSPORTATION</u>	-				
Cash Payment	R 101-36500	Collected for other Governme	Liesch- July				\$130.00
	Invoice 164421						
Transaction Date	6/20/2014		Bank of Maple Plain	10100		Total	\$130.00
Refer	19063	<u>ELECTRICAL INSTALLATION</u>	-				
Cash Payment	E 101-43100-224	Street Maintenance Mate	LED Signal Light & Installation				\$225.00
	Invoice 0012895-IN						
Transaction Date	6/20/2014		Bank of Maple Plain	10100		Total	\$225.00
Refer	19064	<u>HEALTHPARTNERS</u>	-				
Cash Payment	G 101-21706	Health Insurance	Premium- July				\$2,497.40
	Invoice 48477360						
Transaction Date	6/20/2014		Bank of Maple Plain	10100		Total	\$2,497.40
Refer	19065	<u>G & K SERVICE</u>	-				
Cash Payment	E 101-43000-417	Uniform Rentals	PW Uniforms- May				\$81.99
	Invoice						
Transaction Date	6/20/2014		Bank of Maple Plain	10100		Total	\$81.99
Refer	19066	<u>HENN COUNTY ACCTS RECEIVAB</u>	-				
Cash Payment	E 101-42110-317	Board & Booking Fees	Room & Borad				\$148.00
	Invoice 46556						
Transaction Date	6/20/2014		Bank of Maple Plain	10100		Total	\$148.00
Refer	19067	<u>HENN COUNTY INFO TECHNOLOG</u>	-				
Cash Payment	E 101-43000-400	Equipment Repair & Mai	Radio Admin Fee				\$15.90
	Invoice 1000046380						
Transaction Date	6/20/2014		Bank of Maple Plain	10100		Total	\$15.90
Refer	19068	<u>JAUNICH TIRE</u>	-				
Cash Payment	E 101-43000-404	Machinery & Equipment	Vehicle Servicing				\$612.00
	Invoice 440586						
Transaction Date	6/20/2014		Bank of Maple Plain	10100		Total	\$612.00
Refer	19069	<u>LANO EQUIPMENT</u>	-				
Cash Payment	E 101-45200-221	Equipment Parts	Spring & Blade				\$66.96
	Invoice 03-149982						
Transaction Date	6/20/2014		Bank of Maple Plain	10100		Total	\$66.96
Refer	19070	<u>NELSON ELECTRIC MOTOR REPAI</u>	-				

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Payments

Current Period: June 2014

Cash Payment	E 601-49400-227 Utility Maintenance Supp	Water Treatment Plant			\$220.00
Invoice 6717					
Transaction Date	6/20/2014	Bank of Maple Plain	10100	Total	\$220.00
Refer	19071	METERING & TECHNOLOGY SOL	-		
Cash Payment	E 451-49400-500 Capital Outlay (GENERA	Meters			\$5,917.50
Invoice 1064					
				Project 2014C	
Cash Payment	E 451-49400-500 Capital Outlay (GENERA	Training and Trimble Machine			\$9,195.00
Invoice 1065					
				Project 2014C	
Cash Payment	E 451-49400-500 Capital Outlay (GENERA	Installations			\$5,653.00
Invoice 816					
				Project 2014C	
Transaction Date	6/20/2014	Bank of Maple Plain	10100	Total	\$20,765.50
Refer	19072	MEDIACOM	-		
Cash Payment	E 101-41500-309 EDP, Software and Desi	Static IP			\$109.95
Invoice					
Transaction Date	6/20/2014	Bank of Maple Plain	10100	Total	\$109.95
Refer	19073	PREMIUM WATERS	-		
Cash Payment	E 101-41500-437 Miscellaneous	Water City Hall			\$10.00
Invoice					
Transaction Date	6/20/2014	Bank of Maple Plain	10100	Total	\$10.00
Refer	19074	METRO WEST INSPECTION SERVI	-		
Cash Payment	E 101-42400-308 Building Inspection	Inspection Services			\$322.30
Invoice					
Transaction Date	6/20/2014	Bank of Maple Plain	10100	Total	\$322.30
Refer	19075	TOSHIBA	-		
Cash Payment	E 101-41500-413 Office Equipment Rental	Lease- July			\$269.62
Invoice					
Cash Payment	E 101-41500-400 Equipment Repair & Mai	Copies- March, April, May			\$385.28
Invoice					
Transaction Date	6/20/2014	Bank of Maple Plain	10100	Total	\$654.90
Refer	19076	XCEL ENERGY	-		
Cash Payment	E 101-41940-381 Electric Utilities	City Hall			\$258.23
Invoice					
Cash Payment	E 101-41940-381 Electric Utilities	Garage			\$12.53
Invoice					
Cash Payment	E 601-49400-381 Electric Utilities	Water			\$104.17
Invoice					
Cash Payment	E 602-49450-381 Electric Utilities	Sewer			\$454.48
Invoice					
Cash Payment	E 101-41940-381 Electric Utilities	Parks			\$199.27
Invoice					
Cash Payment	E 101-43100-381 Electric Utilities	Taffic Lights			\$62.38
Invoice					
Cash Payment	E 101-43160-381 Electric Utilities	Street Lights			\$1,905.27
Invoice					
Transaction Date	6/20/2014	Bank of Maple Plain	10100	Total	\$2,996.33
Refer	19077	COMMERCIAL ASHPALT	-		

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Payments

Current Period: June 2014

Cash Payment	E 101-43100-224 Street Maintenance Mate	Asphalt			\$109.44
Invoice					
Transaction Date	6/20/2014	Bank of Maple Plain	10100	Total	\$109.44
Refer	19078	STANTEC CONSULTING SRVCS IN			
Cash Payment	E 601-49400-303 Engineering Services	Water			\$213.60
Invoice	798580				
Cash Payment	E 602-49450-303 Engineering Services	Sewer			\$402.00
Invoice	798581				
Cash Payment	E 603-49455-303 Engineering Services	Storm			\$3,933.50
Invoice	798583				
Cash Payment	E 451-49450-303 Engineering Services	Budd Avenue			\$5,143.95
Invoice	798589			Project 2014B	
Cash Payment	E 451-43100-303 Engineering Services	Main Street West/Rainbow			\$10,223.01
Invoice	798591			Project 2014A	
Cash Payment	E 101-43000-303 Engineering Services	General			\$1,513.00
Invoice	798574				
Cash Payment	E 451-49400-303 Engineering Services	Halgren			\$501.00
Invoice	798573			Project 2012C	
Cash Payment	E 451-43100-303 Engineering Services	Oak Street			\$29.00
Invoice	798572			Project 2012A	
Cash Payment	E 451-43100-303 Engineering Services	HAWK Signal			\$277.00
Invoice	798588			Project 2013D	
Cash Payment	E 101-43100-303 Engineering Services	Streets			\$414.00
Invoice	798577				
Cash Payment	E 101-43000-303 Engineering Services	Staff Meetings			\$100.00
Invoice	798578				
Cash Payment	E 101-41110-303 Engineering Services	Council Meetings			\$100.00
Invoice	798578				
Cash Payment	G 101-20212 Planned Unit Develop.	Escro Meadows of Maple Plain			\$989.00
Invoice				Project 2014D	
Cash Payment	G 101-20217 Subdivision Escrow	KBID			\$377.00
Invoice				Project 2014KB	
Cash Payment	E 101-43000-303 Engineering Services	General			\$285.00
Invoice					
Transaction Date	6/20/2014	Bank of Maple Plain	10100	Total	\$24,501.06
Refer	19079	UNITED FARMERS COOPERATIVE			
Cash Payment	E 101-43000-215 Shop Materials	PW Supplies			\$3.90
Invoice	20999				
Cash Payment	E 601-49400-227 Utility Maintenance Supp	PW Supplies			\$36.99
Invoice	20696				
Cash Payment	E 601-49400-227 Utility Maintenance Supp	PW Supplies			\$5.49
Invoice	20694				
Cash Payment	E 601-49400-227 Utility Maintenance Supp	PW Supplies			\$29.95
Invoice	20752				
Cash Payment	E 601-49400-227 Utility Maintenance Supp	PW Supplies			\$34.43
Invoice	20702				
Cash Payment	E 101-43000-215 Shop Materials	PW Supplies			\$23.99
Invoice	20925				

CITY OF MAPLE PLAIN
Payments

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Current Period: June 2014

Cash Payment	E 101-43000-225 Landscaping Materials	PW Supplies		\$71.94
Invoice	21098			
Cash Payment	E 101-43000-215 Shop Materials	PW Supplies		\$15.99
Invoice	20916			
Cash Payment	E 101-43000-215 Shop Materials	PW Supplies		\$23.32
Invoice	20915			
Cash Payment	E 101-43000-215 Shop Materials	PW Supplies		\$39.40
Invoice	20954			
Cash Payment	E 101-41500-437 Miscellaneous	Hawk Signal Event		\$6.48
Invoice	20561			
Cash Payment	E 101-41500-437 Miscellaneous	Hawk Signal event		\$6.49
Invoice	20574			
Cash Payment	E 101-43000-240 Small Tools & Minor Equ	PW Supplies -added \$22.00 Credit		\$18.98
Invoice	20837			
Cash Payment	E 101-43000-215 Shop Materials	PW Supplies		\$41.97
Invoice	21052			
Transaction Date	6/20/2014	Bank of Maple Plain	10100	Total \$359.32
Refer	19080	<u>STANDARD INSURANCE CO</u>		-
Cash Payment	G 101-21708 Life Insurance	Life Insurance Premium		\$7.44
Invoice				
Cash Payment	G 101-21710 Extra Life Insurance	Extra Life Insurance Premium		\$6.00
Invoice				
Transaction Date	6/20/2014	Bank of Maple Plain	10100	Total \$13.44
Refer	19081	<u>GIESE PRECISION WELDING</u>		-
Cash Payment	E 101-45200-404 Machinery & Equipment	Park Bench Repair		\$200.00
Invoice	2014-56			
Transaction Date	6/20/2014	Bank of Maple Plain	10100	Total \$200.00

Fund Summary

	10100 Bank of Maple Plain
101 GENERAL FUND	\$12,322.10
451 CAPITAL IMPROVEMENT PROJECTS	\$36,939.46
601 WATER FUND	\$644.63
602 SEWER FUND	\$856.48
603 STORM WATER FUND	\$3,933.50
	<hr/>
	\$54,696.17

Pre-Written Checks	\$0.00
Checks to be Generated by the Computer	\$54,696.17
Total	<hr/> \$54,696.17



June 9, 2014

City of Maple Plain
 1620 Maple Avenue
 PO Box 97
 Maple Plain, MN 55359

Re: Services rendered March 29, 2014 through May 2, 2014

Please find enclosed our invoices dated June 9, 2014 for the projects listed below. These invoices are due within 30 days.

Project	Invoice No.	Name	Amount
193800412	798572	Maple Plain Oak and Boundary Street Utility Improvements	29.00
193800415	798573	Maple Plain Halgren Road Water Main	501.00
193801803	798574	Maple Plain General 2013	1,513.00
193801804	798578	Maple Plain 2013 Public Meetings	200.00
193801805	798577	Maple Plain 2013 Streets and Pathways	414.00
193801806	798580	Maple Plain 2013 Water	213.60
193801807	798581	Maple Plain 2013 Sewer	402.00
193801808	798583	Maple Plain 2013 Storm Sewer	3,933.50
193801809	798586	Maple Plain 2013 Development Review	1,651.00
193801838	798588	Design and Installation of HAWK Pedestrian Signal at TH 12	277.00
193802383	798589	Budd Ave. Sewer Improvements	5,143.95
193802390	798591	Main Street W. & Rainbow Ave. Utility and Street Improvements	10,223.01
		Total Amount Due	\$24,501.06

Thank you for allowing us to provide our services to your community. Please remit all invoice payments to our lockbox at:

Stantec Consulting Services Inc. (SCSI)
 13980 Collections Center Drive
 Chicago, IL 60693

If you have questions regarding these invoices, please contact me at (651) 604-4829

Sincerely,
 Stantec

Dan Boyum, P.E.
 Client Service Manager

Enclosures



INVOICE

Invoice Number 798572
Invoice Date June 9, 2014
Customer Number 92656
Project Number 193800412

Bill To

City of Maple Plain
Accounts Payable
1620 Maple Avenue
P.O. Box 97
Maple Plain MN 55359
United States

Please Remit To

Stantec Consulting Services Inc. (SCSI)
13980 Collections Center Drive
Chicago IL 60693
United States
Federal Tax ID 11-2167170

Project Description: 000223-11141-0 Maple Plain Oak and Boundary Street and Utility Improvements

Stantec Project Manager: Boyum, Dan D
Stantec Office Location: St. Paul MN
Current Invoice Due: \$29.00
For Period Ending: May 2, 2014

Due on Receipt

12

INVOICE

Invoice Number
Project Number

798572
193800412

Top Task 200 Construction Eng - Restoration discussions with contractor.

Professional Services

Category/Employee	Hours	Rate	Current Amount
Project Manager	0.25	116.00	29.00
	0.25		29.00
Professional Services Subtotal	0.25		29.00

Top Task 200 Total **29.00**

Total Fees & Disbursements \$29.00

INVOICE TOTAL (USD) **\$29.00**



INVOICE

Invoice Number 798573
Invoice Date June 9, 2014
Customer Number 92656
Project Number 193800415

Bill To

City of Maple Plain
Accounts Payable
1620 Maple Avenue
P.O. Box 97
Maple Plain MN 55359
United States

Please Remit To

Stantec Consulting Services Inc. (SCSI)
13980 Collections Center Drive
Chicago IL 60693
United States
Federal Tax ID 11-2167170

Project Description: 000223-11144-0 Maple Plain Halgren Road Water Main

Stantec Project Manager: Boyum, Dan D
Stantec Office Location: St. Paul MN
Current Invoice Due: \$501.00
For Period Ending: May 2, 2014

Due on Receipt

INVOICE

Invoice Number
Project Number

798573
193800415

Top Task 220 **Permits on Phase 2 - BNSF Permit, discussions with staff, discussions with contractor on insurance, and other watermain items.**

Professional Services

Category/Employee	Hours	Rate	Current Amount
Engineer	1.00	95.00	95.00
	1.00		95.00
Project Manager	3.50	116.00	406.00
	3.50		406.00
Professional Services Subtotal	4.50		501.00

Top Task 220 Total **501.00**

Total Fees & Disbursements \$501.00

INVOICE TOTAL (USD) **\$501.00**



INVOICE

Invoice Number 798574
Invoice Date June 9, 2014
Customer Number 92656
Project Number 193801803

Bill To

City of Maple Plain
Accounts Payable
1620 Maple Avenue
P.O. Box 97
Maple Plain MN 55359
United States

Please Remit To

Stantec Consulting Services Inc. (SCSI)
13980 Collections Center Drive
Chicago IL 60693
United States
Federal Tax ID 11-2167170

Project Description: Maple Plain - General Services

Stantec Project Manager: Boyum, Dan D
Stantec Office Location: St. Paul MN
Current Invoice Due: \$1,513.00
For Period Ending: May 2, 2014

Due on Receipt

INVOICE

Invoice Number
Project Number

798574
193801803

Top Task 300 **General Engineering - General correspondence and staff discussions, respond to City Engineering questions from residents, and agenda items.**

Professional Services

Category/Employee	Hours	Rate	Current Amount
Project Manager	5.00	60.00	300.00
	5.00		300.00
Professional Services Subtotal	5.00		300.00

Top Task 300 Total **300.00**

Top Task 301 **Private utility questions, assist with property owner questions, monthly report.**

Professional Services

Category/Employee	Hours	Rate	Current Amount
Engineer	3.00	95.00	285.00
	3.00		285.00
Project Manager	5.75	116.00	667.00
	5.75		667.00
Professional Services Subtotal	8.75		952.00

Top Task 301 Total **952.00**

Top Task 302 **Review information from City Financial Consultant and prepare table for use in bonding.**

Professional Services

Category/Employee	Hours	Rate	Current Amount
Project Manager	2.25	116.00	261.00
	2.25		261.00
Professional Services Subtotal	2.25		261.00

Top Task 302 Total **261.00**

INVOICE

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Invoice Number
Project Number

798574
193801803

Total Fees & Disbursements

\$1,513.00

INVOICE TOTAL (USD)

\$1,513.00



INVOICE

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Invoice Number 798578
Invoice Date June 9, 2014
Customer Number 92656
Project Number 193801804

Bill To

City of Maple Plain
Accounts Payable
1620 Maple Avenue
P.O. Box 97
Maple Plain MN 55359
United States

Please Remit To

Stantec Consulting Services Inc. (SCSI)
13980 Collections Center Drive
Chicago IL 60693
United States
Federal Tax ID 11-2167170

Project Description: Maple Plain - 2013 Public Meetings

Stantec Project Manager: Boyum, Dan D
Stantec Office Location: St. Paul MN
Current Invoice Due: \$200.00
For Period Ending: May 2, 2014

Due on Receipt

INVOICE

Invoice Number
Project Number

798578
193801804

Top Task 302 **Meeting Attendance - Attend Staff and Council Meetings on 4/8/2014, 4/14/2014, 4/24/2014, and 4/28/2014 - 4 @ \$50.00 = \$200.00.**

	# of Meetings	Amount Per	Current Amount
	4	50.00	200.00
Progress Charge Subtotal			<u>200.00</u>

Top Task 302 Total **200.00**

Total Fees & Disbursements \$200.00

INVOICE TOTAL (USD) **\$200.00**



INVOICE

Invoice Number 798577
Invoice Date June 9, 2014
Customer Number 92656
Project Number 193801805

Bill To

City of Maple Plain
Accounts Payable
1620 Maple Avenue
P.O. Box 97
Maple Plain MN 55359
United States

Please Remit To

Stantec Consulting Services Inc. (SCSI)
13980 Collections Center Drive
Chicago IL 60693
United States
Federal Tax ID 11-2167170

Project Description: Maple Plain - 2013 Streets and Pathways

Stantec Project Manager: Boyum, Dan D
Stantec Office Location: St. Paul MN
Current Invoice Due: \$414.00
For Period Ending: May 2, 2014

Due on Receipt

INVOICE

Invoice Number
Project Number

798577
193801805

Top Task 301 **General - Frontier Permit questions and responses on Manchester and Pioneer Creek ROW and Easements, and locate and order plat information on easements.**

Professional Services

Category/Employee	Hours	Rate	Current Amount
Land Surveyor	1.00	85.00	85.00
	<u>1.00</u>		<u>85.00</u>
Project Manager	2.75	116.00	319.00
	<u>2.75</u>		<u>319.00</u>
Professional Services Subtotal	<u>3.75</u>		<u>404.00</u>

Usages

	Current Amount
Usage - Land Titles 04/30/14	10.00
Usages Subtotal	<u>10.00</u>

Top Task 301 Total **414.00**

Total Fees & Disbursements \$414.00

INVOICE TOTAL (USD) **\$414.00**



INVOICE

Invoice Number 798580
Invoice Date June 9, 2014
Customer Number 92656
Project Number 193801806

Bill To

City of Maple Plain
Accounts Payable
1620 Maple Avenue
P.O. Box 97
Maple Plain MN 55359
United States

Please Remit To

Stantec Consulting Services Inc. (SCSI)
13980 Collections Center Drive
Chicago IL 60693
United States
Federal Tax ID 11-2167170

Project Description: Maple Plain - 2013 Water

Stantec Project Manager: Boyum, Dan D
Stantec Office Location: St. Paul MN
Current Invoice Due: \$213.60
For Period Ending: May 2, 2014

Due on Receipt

INVOICE

Invoice Number
Project Number

798580
193801806

Top Task 300 **General - Working with Public Works Staff and Total Control on chemical mixing and assist with chemical feed changes.**

Professional Services

Category/Employee	Hours	Rate	Current Amount
Project Manager	3.00	60.00	180.00
	<u>3.00</u>		<u>180.00</u>
Professional Services Subtotal	<u>3.00</u>		<u>180.00</u>

Disbursements

	Current Amount
Direct - Vehicle (mileage)	33.60
Disbursements Subtotal	<u>33.60</u>

Top Task 300 Total **213.60**

Total Fees & Disbursements \$213.60
INVOICE TOTAL (USD) **213.60**



INVOICE

Invoice Number	798581
Invoice Date	June 9, 2014
Customer Number	92656
Project Number	193801807

Bill To

City of Maple Plain
Accounts Payable
1620 Maple Avenue
P.O. Box 97
Maple Plain MN 55359
United States

Please Remit To

Stantec Consulting Services Inc. (SCSI)
13980 Collections Center Drive
Chicago IL 60693
United States
Federal Tax ID 11-2167170

Project Description: Maple Plain - 2013 Sewer

Stantec Project Manager:	Boyum, Dan D
Stantec Office Location:	St. Paul MN
Current Invoice Due:	\$402.00
For Period Ending:	May 2, 2014

Due on Receipt

25



INVOICE

Invoice Number 798583
Invoice Date June 9, 2014
Customer Number 92656
Project Number 193801808

Bill To

City of Maple Plain
Accounts Payable
1620 Maple Avenue
P.O. Box 97
Maple Plain MN 55359
United States

Please Remit To

Stantec Consulting Services Inc. (SCSI)
13980 Collections Center Drive
Chicago IL 60693
United States
Federal Tax ID 11-2167170

Project Description: Maple Plain - 2013 Storm Sewer

Stantec Project Manager: Boyum, Dan D
Stantec Office Location: St. Paul MN
Current Invoice Due: \$3,933.50
For Period Ending: May 2, 2014

Due on Receipt

INVOICE

Invoice Number
Project Number

798583
193801808

Top Task 301 MS4 Annual Meeting

Professional Services

Category/Employee	Hours	Rate	Current Amount
Project Manager	0.50	116.00	58.00
	0.50		58.00
Professional Services Subtotal	0.50		58.00

Top Task 301 Total **58.00**

Top Task 303 Storm Water Utility - Prepare for and attend easement meetings, prepare easement costs and spreadsheet, meetings with City Attorney and Staff, review options.

Professional Services

Category/Employee	Hours	Rate	Current Amount
Engineer	0.50	95.00	47.50
	0.50		47.50
Project Manager	29.00	116.00	3,364.00
	29.00		3,364.00
Professional Services Subtotal	29.50		3,411.50

Top Task 303 Total **3,411.50**

Top Task 304 Review drainage issues on Drake Street, respond to drainage questions of City Engineer, site visit and pictures.

Professional Services

Category/Employee	Hours	Rate	Current Amount
Project Manager	4.00	116.00	464.00
	4.00		464.00
Professional Services Subtotal	4.00		464.00

Top Task 304 Total **464.00**

INVOICE

Invoice Number
Project Number

798583
193801808

Total Fees & Disbursements

\$3,933.50

INVOICE TOTAL (USD)

\$3,933.50



INVOICE

Invoice Number 798586
Invoice Date June 9, 2014
Customer Number 92656
Project Number 193801809

Bill To

City of Maple Plain
Accounts Payable
1620 Maple Avenue
P.O. Box 97
Maple Plain MN 55359
United States

Please Remit To

Stantec Consulting Services Inc. (SCSI)
13980 Collections Center Drive
Chicago IL 60693
United States
Federal Tax ID 11-2167170

Project Description: Maple Plain - 2013 Development Review

Stantec Project Manager: Boyum, Dan D
Stantec Office Location: St. Paul MN
Current Invoice Due: \$1,651.00
For Period Ending: May 2, 2014

Due on Receipt

30

INVOICE

Invoice Number

798586

Project Number

193801809

Top Task 301 **Meadows of Maple Plain - Review information request from developers engineer, review past wetland in area, forward information to developers engineer, conference call, and administration work.**

Professional Services

Category/Employee	Hours	Rate	Current Amount
Engineer	1.00	95.00	95.00
	1.00		95.00
Project Manager	6.50	116.00	754.00
	1.00	140.00	140.00
	7.50		894.00
Professional Services Subtotal	8.50		989.00

Top Task 301 Total **989.00**

Top Task 302 **K-Bid - Review final plans and prepare memo.**

Professional Services

Category/Employee	Hours	Rate	Current Amount
Project Manager	3.25	116.00	377.00
	3.25		377.00
Professional Services Subtotal	3.25		377.00

Top Task 302 Total **377.00**

Top Task 303 **Photo Labs - Plan review and prepare comments.**

Professional Services

Category/Employee	Hours	Rate	Current Amount
Engineer	3.00	95.00	285.00
	3.00		285.00
Professional Services Subtotal	3.00		285.00

Top Task 303 Total **285.00**

INVOICE

Invoice Number
Project Number

798586
193801809

Total Fees & Disbursements

\$1,651.00

INVOICE TOTAL (USD)

\$1,651.00



INVOICE

Invoice Number 798588
Invoice Date June 9, 2014
Customer Number 92656
Project Number 193801838

Bill To

City of Maple Plain
Accounts Payable
1620 Maple Avenue
P.O. Box 97
Maple Plain MN 55359
United States

Please Remit To

Stantec Consulting Services Inc. (SCSI)
13980 Collections Center Drive
Chicago IL 60693
United States
Federal Tax ID 11-2167170

Project Description: Design and Installation of HAWK Pedestrial Signal at TH 12

Stantec Project Manager: Boyum, Dan D
Stantec Office Location: St. Paul MN
Current Invoice Due: \$277.00
For Period Ending: May 2, 2014

Due on Receipt

INVOICE

Invoice Number 798588
Project Number 193801838

Top Task 210 Permits - MNDOT Permit and discussions with MNDOT Staff on closeout.

Professional Services

Category/Employee	Hours	Rate	Current Amount
Engineer	0.25	95.00	23.75
	0.25		23.75
Professional Services Subtotal	0.25		23.75

Top Task 210 Total 23.75

Top Task 430 TH 12 Sidewalk Construction Observation - Discussions with contractor on MNDOT comments, prepared inspection notice, discuss repairs, forward punchlist.

Professional Services

Category/Employee	Hours	Rate	Current Amount
Engineer	1.75	95.00	166.25
	1.75		166.25
Professional Services Subtotal	1.75		166.25

Top Task 430 Total 166.25

Top Task 440 TH 12 Sidewalk Construction Engineering - Review of MNDOT punchlist items with inspector and get update on status.

Professional Services

Category/Employee	Hours	Rate	Current Amount
Project Manager	0.75	116.00	87.00
	0.75		87.00
Professional Services Subtotal	0.75		87.00

Top Task 440 Total 87.00

Total Fees & Disbursements \$277.00

INVOICE

Page 3 of 3

Invoice Number
Project Number

798588
193801838

INVOICE TOTAL (USD)

\$277.00



INVOICE

Invoice Number 798589
Invoice Date June 9, 2014
Customer Number 92656
Project Number 193802383

Bill To

City of Maple Plain
Accounts Payable
1620 Maple Avenue
P.O. Box 97
Maple Plain MN 55359
United States

Please Remit To

Stantec Consulting Services Inc. (SCSI)
13980 Collections Center Drive
Chicago IL 60693
United States
Federal Tax ID 11-2167170

Project Description: Budd Ave. Sewer Improvements

Stantec Project Manager: Boyum, Dan D
Stantec Office Location: St. Paul MN
Current Invoice Due: \$5,143.95
For Period Ending: May 2, 2014

Due on Receipt

INVOICE

Invoice Number

798589

Project Number

193802383

Top Task 210 Contract Administration

Professional Services

Category/Employee	Hours	Rate	Current Amount
Project Technician	0.25	65.00	16.25
	<u>0.25</u>		<u>16.25</u>
Professional Services Subtotal	<u>0.25</u>		<u>16.25</u>

Top Task 210 Total **16.25**

Top Task 300 Construction Inspection - Private Utility discussions, shop drawing review, and followup discussions with MNDOT on permit.

Professional Services

Category/Employee	Hours	Rate	Current Amount
Engineer	14.25	95.00	1,353.75
	<u>14.25</u>		<u>1,353.75</u>
Field Supervisor	0.50	101.00	50.50
	<u>0.50</u>		<u>50.50</u>
Professional Services Subtotal	<u>14.75</u>		<u>1,404.25</u>

Top Task 300 Total **1,404.25**

Top Task 420 Additional Services - Updated plans and specs for new bid, discussions with contractor, addendums, bid opening, correspondence, MNDOT Permit, discussions with MNDOT, and other permit updates from previous bid project.

Professional Services

Category/Employee	Hours	Rate	Current Amount
Engineer	16.50	95.00	1,567.50
	<u>16.50</u>		<u>1,567.50</u>
Project Manager	16.00	116.00	1,856.00
	<u>16.00</u>		<u>1,856.00</u>
Project Technician	4.50	65.00	292.50

INVOICE

Invoice Number
Project Number

798589
193802383

	<u>4.50</u>	<u>292.50</u>
Professional Services Subtotal	<u>37.00</u>	<u>3,716.00</u>

Top Task 420 Total	3,716.00
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Top Task ZZZ Reimbursable Expenses

Disbursements

Direct - Postage & Courier

Current Amount

7.45

Disbursements Subtotal	<u>7.45</u>
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Top Task ZZZ Total	7.45
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Total Fees & Disbursements \$5,143.95

INVOICE TOTAL (USD) \$5,143.95



INVOICE

Page 1 of 3

Invoice Number	798591
Invoice Date	June 9, 2014
Customer Number	92656
Project Number	193802390

Bill To

City of Maple Plain
Accounts Payable
1620 Maple Avenue
P.O. Box 97
Maple Plain MN 55359
United States

Please Remit To

Stantec Consulting Services Inc. (SCSI)
13980 Collections Center Drive
Chicago IL 60693
United States
Federal Tax ID 11-2167170

Project Description: Main St. W. & Rainbow Ave. Utility and Street Improvements

Stantec Project Manager:	Boyum, Dan D
Stantec Office Location:	St. Paul MN
Current Invoice Due:	\$10,223.01
For Period Ending:	May 2, 2014

Due on Receipt

39

INVOICE

Invoice Number 798591
Project Number 193802390

Top Task 400 Construction Staking

Progress Charge

	Total Invoiced	Previously Invoiced	Current Amount
25,800.00 X 3.46 % Complete	892.00	0.00	892.00
Progress Charge Subtotal			892.00

Top Task 400 Total 892.00

Top Task 410 Construction Services

Progress Charge

	Total Invoiced	Previously Invoiced	Current Amount
62,700.00 X 10.40 % Complete	6,520.75	0.00	6,520.75
Progress Charge Subtotal			6,520.75

Top Task 410 Total 6,520.75

Top Task 700 CenterPoint Gas Relocation - Survey construction limits for Centerpoint and critical storm crossings, Construction Coordination, Dealing with issues with residents cause by Centerpoint Energy, etc.

Professional Services

Category/Employee	Hours	Rate	Current Amount
Crew Chief	11.00	104.00	1,144.00
	11.00		1,144.00
Engineer	11.00	95.00	1,045.00
	1.50	89.00	133.50
	12.50		1,178.50
Project Manager	1.00	116.00	116.00
	1.00		116.00
Professional Services Subtotal	24.50		2,438.50

Top Task 700 Total 2,438.50

Top Task ZZZ Project Expenses

INVOICE

Invoice Number
Project Number

798591
193802390

Subconsultants

	Date	Cost	%	Current Amount
Direct - Subconsultant Fees Old Republic Business Information & Technology 71149504	02/17/14	50.00	0.00	50.00
Subconsultants Subtotal				50.00

Usages

	Current Amount
Usage - Equipment Charges 04/19/14	255.00
Usage - Vehicle 04/19/14	44.85
Usages Subtotal	299.85

Disbursements

	Current Amount
Direct - Postage & Courier	21.91
Disbursements Subtotal	21.91

Top Task ZZZ Total **371.76**

Total Fees & Disbursements \$10,223.01

INVOICE TOTAL (USD) **\$10,223.01**



Agenda Information Memorandum
June 23, 2014 - Maple Plain City Council

7. PUBLIC HEARING
A. MS4 ANNUAL PUBLIC MEETING

ACTION TO BE CONSIDERED

To conduct the Public Meeting and solicit comments from those in attendance.

FACTS

- The City has been operating under an NPDES Phase II General Storm Water Permit from the Minnesota Pollution Control Agency (MPCA) since 2003.
- Each year, the City must conduct a storm water public meeting to educate the public and allow interested citizens an opportunity to comment on the existing SWPPP and the progress towards reaching the measurable goals.
- The City collaborates with the Minnehaha Creek Watershed District and the Pioneer Sarah Creek Watershed Management Organization
- The brief presentation will discuss the following:
 - A general history of NPDES
 - General urban stormwater education
 - Status of compliance with Permit conditions
- The City Engineer will also provide an update on the new MS4 permit that the City is operating under in 2014.
- After the presentation, time will be available for public comments to encourage community engagement.
- Formal responses to all comments will be prepared and submitted to the MPCA along with the annual report.

ATTACHMENTS

None.



Agenda Information Memorandum
June 23, 2014 - Maple Plain City Council

7. PUBLIC HEARINGS
B. MEADOWS OF MAPLE PLAIN PRELIMINARY PLAT PUD

ACTION TO BE CONSIDERED

To hold a public hearing on and approve the preliminary plat for the Meadows of Maple Plain Townhome Development.

FACTS

- See attached.

ATTACHMENTS

Attached on page(s) ____ through ____ is a memo from City Planner, Mark Kaltsas, a memo from City Engineer, Dan Boyum, and other applicable information.

MEADOWS OF MAPLE PLAIN FIRST ADDITION

C. R. DOC. NO.

KNOW ALL PERSONS BY THESE PRESENTS: That Rose Creek Builders, a Minnesota Limited Liability Company, fee owner of the following described property situate in the County of Hennepin, State of Minnesota, to wit:

Parcel 1
Lot 1, Block 1, K-BID ADDITION, according to the recorded plat thereof, Hennepin County, Minnesota

Parcel 2
That part of the Northeast Quarter of the Northeast Quarter, Section 25, Township 118 North, Range 24 West of the 5th Principal Meridian, which lies south of the North 181.5 feet of said Northeast Quarter of the Northeast Quarter, described as follows:

Commencing at the Northwest corner of said Northeast Quarter of the Northeast Quarter; thence South along the west line of said northeast Quarter of the Northeast Quarter, a distance of 363 feet; thence East, parallel with the north line of said Northeast Quarter of the Northeast Quarter a distance of 132 feet; thence North, parallel with said west line a distance of 363 feet to said north line; thence West along said north line a distance of 132 feet to the point of beginning.

Parcel 3
That part of the Northeast Quarter of the Northeast Quarter of Section 25, Township 118 North, Range 24 West of the 5th Principal Meridian described as follows:

Commencing at the Northwest corner of said Northeast Quarter of the Northeast Quarter; thence North 89 degrees 48 minutes 04 seconds East, assumed bearing, along the north line of said Northeast Quarter of the Northeast Quarter a distant of 218.10 feet to the west line of Howard Avenue as described as an easement in Document No. 4772453; thence South 0 degrees 10 minutes 01 seconds West, along said west line a distance of 173.00 feet to the point of beginning of the land to be described; thence South 0 degrees 10 minutes 1 second West, continuing along said west line a distance of 8.11 feet; thence southeasterly continuing along said west line a distance of 109.47 feet along a tangential curve, concave to the east, having a radius of 221.06 feet, and a central angle of 28 degrees 22 minutes 26 seconds; thence southerly continuing along said west line a distance of 69.12 feet along a reverse curve concave to the west having a radius of 161.06 feet, and a central angle of 24 degrees 35 minutes 24 seconds; thence South 86 degrees 23 minutes 24 seconds West a distance of 19.69 feet to a line parallel and 50 feet west of the center line of said Howard Avenue; thence South 0 degrees 10 minutes 1 second West, along said parallel line a distance of 42.47 feet to a line parallel and 396 feet south of said north line of the Northeast Quarter of the Northeast Quarter; thence South 89 degrees 48 minutes 04 seconds West, along the last described parallel line a distance of 112.00 feet to the east line of the west 132 feet of said Northeast Quarter of the Northeast Quarter; thence North 0 degrees 10 minutes 1 second East, along the said east line a distance of 223.00 feet to a line drawn parallel with said north line of the Northeast Quarter of the Northeast Quarter through said point of beginning; thence North 89 degrees 48 minutes 04 seconds East along the last described parallel line a distance of 86.10 feet to said point of beginning.

Hennepin County, Minnesota

Has caused the same to be surveyed and platted as MEADOWS OF MAPLE PLAIN FIRST ADDITION and does hereby dedicate to the public for public use forever the public ways and the easements for drainage and utility purposes as shown on this plat.

In witness whereof said Rose Creek Builders, LLC, has caused these presents to be signed by its proper officer this _____ day of _____, 20____.

Name, Title
STATE OF MINNESOTA
COUNTY OF _____
The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by Name, title of Rose Creek Builders, LLC., a Minnesota Limited Liability Company, on behalf of the company

Signature _____
Printed _____
Notary Public, _____ County, Minnesota
My Commission Expires: _____

I, Jack Bolke 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 the plat; that all monuments depicted on the plat have been, 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____.

Jack Bolke, Land Surveyor
Minnesota License No. 20281

STATE OF MINNESOTA
COUNTY OF _____
This instrument was acknowledged before me this _____ day of _____, 20____, by Jack Bolke

Signature _____
Printed _____
Notary Public, _____ County, Minnesota
My Commission Expires: _____

MAPLE PLAIN, MINNESOTA
This plat of MEADOWS OF MAPLE PLAIN FIRST ADDITION was approved and accepted by the City Council of Maple Plain, Minnesota at a regular meeting thereof held this _____ day of _____, 20____. If applicable, the written comments and recommendations of the Commissioner of Transportation and the County Highway Engineer have been received by the City or the prescribed 30 day period has elapsed without receipt of such comments and recommendations, as provided by Minnesota Statutes, Section 505.03, Subd. 2.

CITY COUNCIL OF MAPLE PLAIN, MINNESOTA

by: _____, Mayor by: _____, Clerk

RESIDENT AND REAL ESTATE SERVICES Hennepin County, Minnesota
I hereby certify that taxes payable in _____ and prior years have been paid for land described on this plat. Dated this _____ day of _____, 20____.

Mark V. Chapin, Hennepin County Auditor by: _____, Deputy

SURVEY DIVISION Hennepin County, Minnesota
Pursuant to MINN. STAT. Sec. 3838.565 (1969), this plat has been approved this _____ day of _____, 20____.

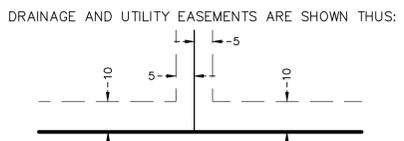
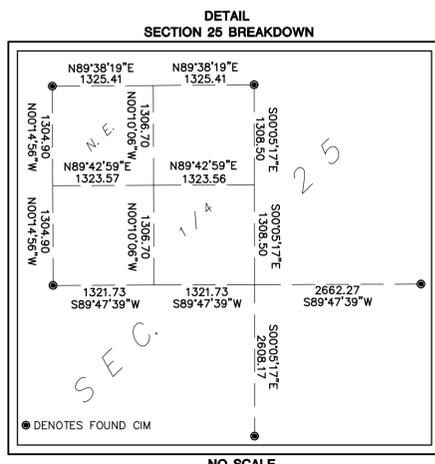
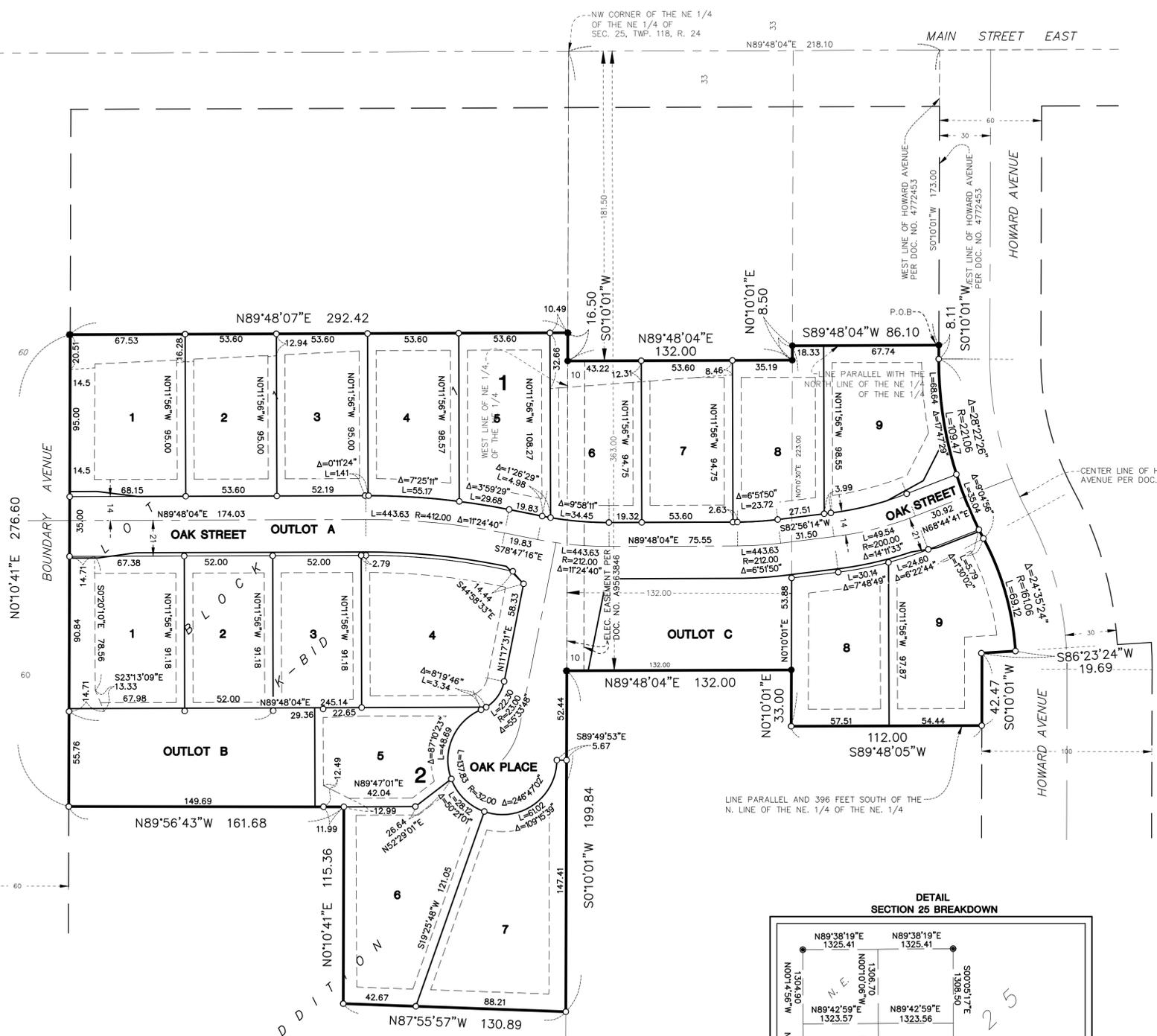
_____, Hennepin County Surveyor by: _____

COUNTY RECORDER Hennepin County, Minnesota
I hereby certify that the within plat of MEADOWS OF MAPLE PLAIN ADDITION was recorded in this office this _____ day of _____, 20____ at _____ o'clock _____ M.

Martin McCormick, County Recorder by: _____, Deputy



N 1/4 OF SEC. 25,
TWP. 118, R. 24
FD CIM

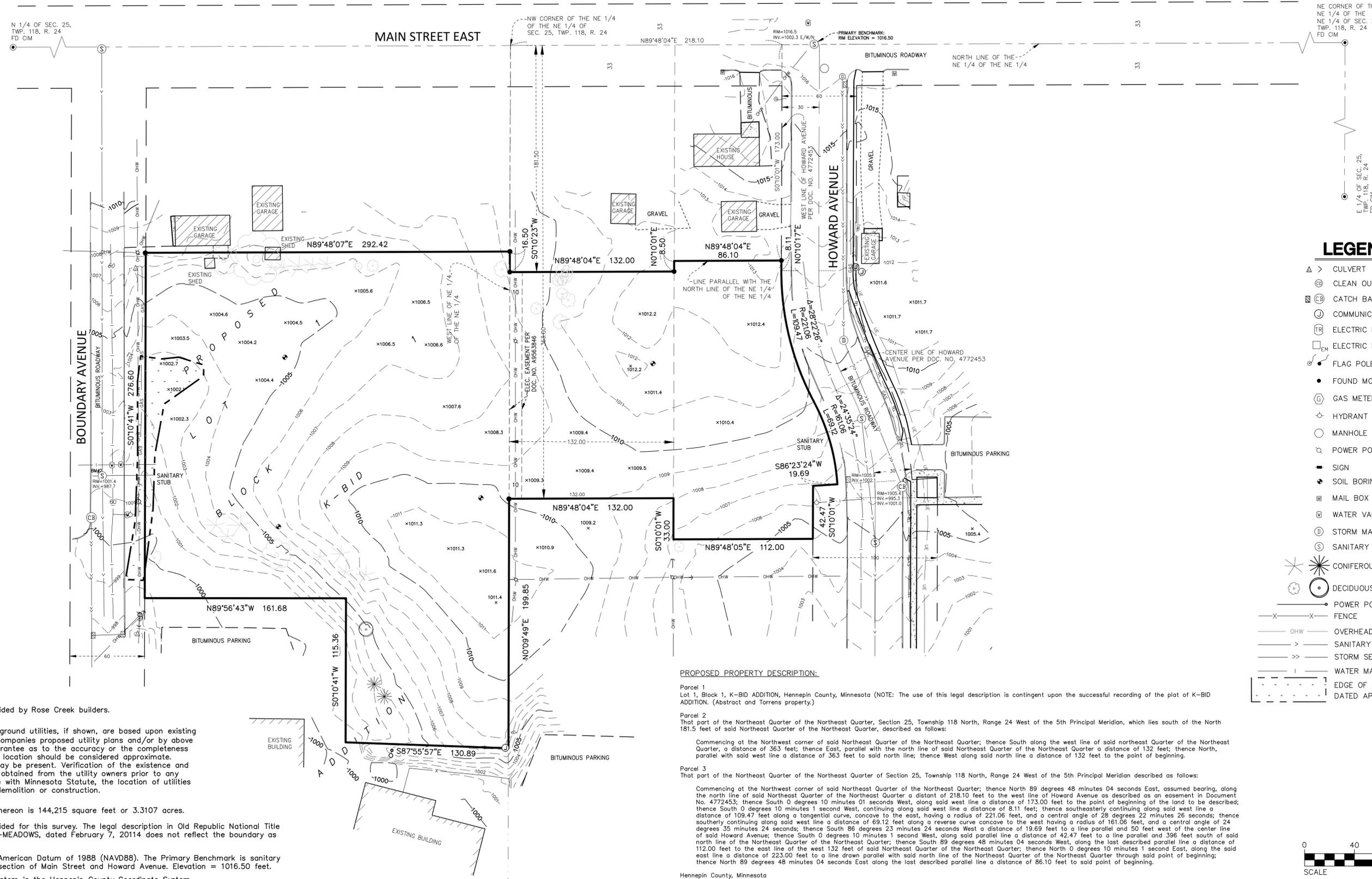


BEING 5 FEET IN WIDTH ON INTERIOR LOT LINES, UNLESS OTHERWISE INDICATED AND BEING 10 FEET IN WIDTH ON EXTERIOR LOT LINES, UNLESS OTHERWISE INDICATED.

THE BEARINGS ARE BASED ON THE WEST LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER WHICH IS ASSUMED TO BEAR SOUTH 0 DEGREES 10 MINUTES 01 SECONDS WEST

○ DENOTES 1/2 INCH BY 14 INCH IRON MONUMENT SET AND MARKED BY LICENSE NO. 20281
● DENOTES FOUND 1/2 INCH IRON MONUMENT





LEGEND

- △ > CULVERT
- ⊕ CLEAN OUT
- ⊞ CATCH BASIN
- Ⓜ COMMUNICATION JUNCTION BOX
- Ⓛ ELECTRIC BOX
- Ⓜ ELECTRIC METER
- Ⓜ FLAG POLE
- FOUND MONUMENT
- Ⓜ GAS METER
- Ⓜ HYDRANT
- MANHOLE
- Ⓜ POWER POLE
- SIGN
- Ⓜ SOIL BORING
- Ⓜ MAIL BOX
- Ⓜ WATER VALVE
- Ⓜ STORM MANHOLE
- Ⓜ SANITARY MANHOLE
- Ⓜ CONIFEROUS TREE
- Ⓜ DECIDUOUS TREE
- Ⓜ POWER POLE ANCHOR
- Ⓜ FENCE
- OHW — OVERHEAD WIRES
- SANITARY SEWER
- STORM SEWER
- WATER MAIN
- Ⓜ EDGE OF DELINEATED WET LAND DATED APRIL 25, 2014

NOTES:

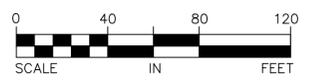
1. Topographic information was provided by Rose Creek builders.
2. The location and extent of underground utilities, if shown, are based upon existing drawings provided by the utility companies proposed utility plans and/or by above ground evidence. There is no guarantee as to the accuracy or the completeness of this information. The size and location should be considered approximate. Additional underground utilities may be present. Verification of the existence and location of all utilities should be obtained from the utility owners prior to any planning or design. In accordance with Minnesota Statute, the location of utilities shall be confirmed prior to any demolition or construction.
3. The area of the property shown hereon is 144,215 square feet or 3.3107 acres.
4. Complete title work was not provided for this survey. The legal description in Old Republic National Title Insurance Commitment No. 6436-MEADOWS, dated February 7, 20114 does not reflect the boundary as shown and contains other lands.
5. The vertical datum is the North American Datum of 1988 (NAVD88). The Primary Benchmark is sanitary manhole rim located at the intersection of Main Street and Howard Avenue. Elevation = 1016.50 feet.
6. The orientation of this bearing system is the Hennepin County Coordinate System.

PROPOSED PROPERTY DESCRIPTION:

Parcel 1
 Lot 1, Block 1, K-BID ADDITION, Hennepin County, Minnesota (NOTE: The use of this legal description is contingent upon the successful recording of the plot of K-BID ADDITION. (Abstract and Torrens property).)

Parcel 2
 That part of the Northeast Quarter of the Northeast Quarter, Section 25, Township 118 North, Range 24 West of the 5th Principal Meridian, which lies south of the North 181.5 feet of said Northeast Quarter of the Northeast Quarter, described as follows:
 Commencing at the Northwest corner of said Northeast Quarter of the Northeast Quarter; thence South along the west line of said northeast Quarter of the Northeast Quarter, a distance of 363 feet; thence East, parallel with the north line of said Northeast Quarter of the Northeast Quarter a distance of 132 feet; thence North, parallel with said west line a distance of 363 feet to said north line; thence West along said north line a distance of 132 feet to the point of beginning.

Parcel 3
 That part of the Northeast Quarter of the Northeast Quarter of Section 25, Township 118 North, Range 24 West of the 5th Principal Meridian described as follows:
 Commencing at the Northwest corner of said Northeast Quarter of the Northeast Quarter; thence North 89 degrees 48 minutes 04 seconds East, assumed bearing, along the north line of said Northeast Quarter of the Northeast Quarter a distant of 218.10 feet to the west line of Howard Avenue as described as an easement in Document No. 4772453; thence South 0 degrees 10 minutes 01 seconds West, along said west line a distance of 173.00 feet to the point of beginning of the land to be described; thence South 0 degrees 10 minutes 1 second West, continuing along said west line a distance of 8.11 feet; thence southeasterly continuing along said west line a distance of 109.47 feet along a tangential curve, concave to the east, having a radius of 221.06 feet, and a central angle of 28 degrees 22 minutes 26 seconds; thence southerly continuing along said west line a distance of 69.12 feet along a reverse curve concave to the west having a radius of 161.06 feet, and a central angle of 24 degrees 35 minutes 24 seconds; thence South 86 degrees 23 minutes 24 seconds West a distance of 19.69 feet to a line parallel and 50 feet west of the center line of said Howard Avenue; thence South 0 degrees 10 minutes 1 second West, along said parallel line a distance of 42.47 feet to a line parallel and 396 feet south of said north line of the Northeast Quarter of the Northeast Quarter; thence South 89 degrees 48 minutes 04 seconds West, along the last described parallel line a distance of 112.00 feet to the east line of the west 132 feet of said Northeast Quarter of the Northeast Quarter; thence North 0 degrees 10 minutes 1 second East, along the said east line a distance of 223.00 feet to a line drawn parallel with said north line of the Northeast Quarter of the Northeast Quarter through said point of beginning; thence North 89 degrees 48 minutes 04 seconds East along the last described parallel line a distance of 86.10 feet to said point of beginning.



DESIGNED:	AMB
DRAWN:	AMB
CHECKED BY:	TJC

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.
 PRINT NAME: ANDREW M. BERENBERG
 SIGNATURE: *Andrew M. Berenberg*
 DATE: 03/23/2014 LICENSE # 25126

ANDERSON ENGINEERING
 ENGINEERING • ARCHITECTURE • LAND SURVEYING
 ENVIRONMENTAL SERVICES • LANDSCAPE ARCHITECTURE

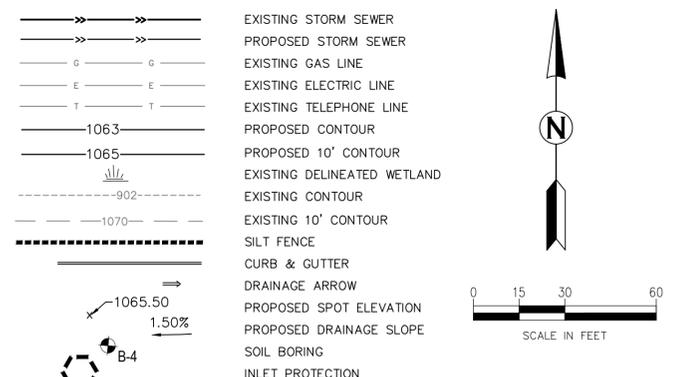
Anderson Engineering of Minnesota, LLC
 13605 1st Avenue North
 Suite 100
 Plymouth, MN 55441
 763-412-4000 (o) 763-412-4090 (f)
 www.ae-mn.com

ROSE CREEK BUILDERS
 (763) 717-8000
 12955 Highway 55
 Plymouth, MN 55441

EXISTING CONDITIONS

COMM. NO.	13672	PLOTTED:	6/4/2014
DRAWING NO.	C1		

LEGEND

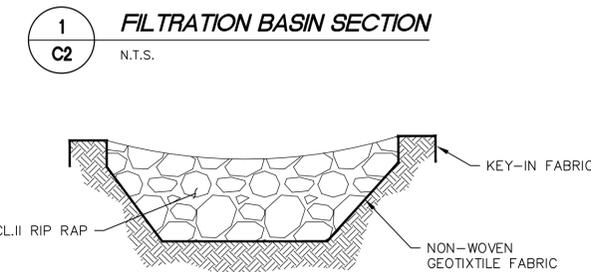
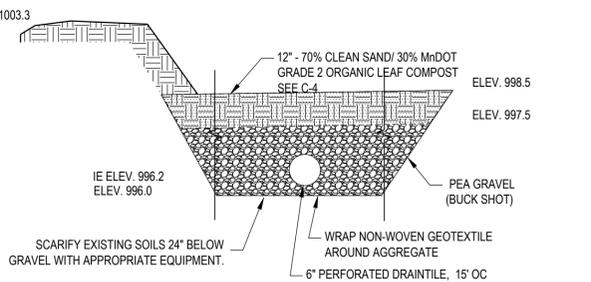
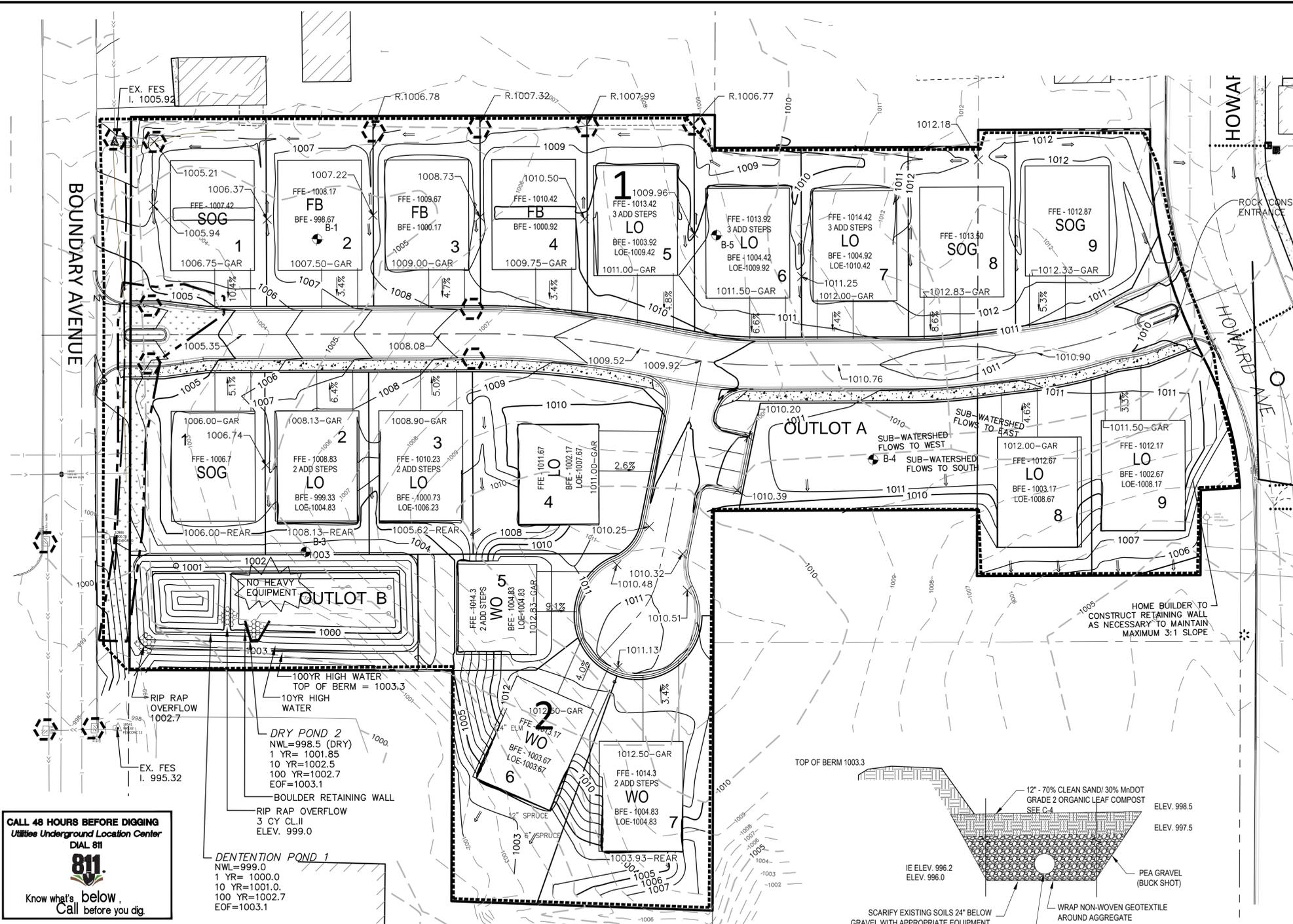


GRADING NOTES

- ALL CONSTRUCTION SHALL COMPLY WITH RECOMMENDATIONS OF THE SOIL ENGINEER UNLESS DIRECTED OTHERWISE.
- ALL CONSTRUCTION SHALL COMPLY WITH CITY OF ST. CLOUD ENGINEERING STANDARDS AND THE 2005 EDITION OF MNDOT STANDARD CONSTRUCTION SPECIFICATIONS (INCLUDING SUPPLEMENTS) UNLESS DIRECTED OTHERWISE.
- ALL CONSTRUCTION SHALL COMPLY WITH APPLICABLE MUNICIPAL, WATERSHED DISTRICT, COUNTY, MPCA, DEPT. OF HEALTH, AND MNDOT PERMITS.
- ALL HANDICAPPED STALLS AND ACCESS RAMPS SHALL COMPLY WITH CURRENT ADA STANDARDS. SEE ARCHITECTURAL PLANS FOR EXACT LOCATION OF BUILDING ENTRANCES.
- THE LOCATION AND TYPE OF EXISTING UTILITIES SHOWN ON THE PLANS ARE FOR GENERAL INFORMATION ONLY. THE INFORMATION IS NOT WARRANTED TO BE ACCURATE OR COMPLETE. THE CONTRACTOR, IN COOPERATION WITH THE APPROPRIATE UTILITY COMPANY OR MUNICIPALITY, IS RESPONSIBLE FOR VERIFYING THE LOCATION AND DEPTH OF ALL UNDERGROUND UTILITIES.
- SPOT ELEVATIONS IN STREETS ARE GUTTER GRADES UNLESS OTHERWISE NOTED.
- THE VERTICAL DATUM IS THE NORTH AMERICAN DATUM OF 1988 (NAVD88). THE PRIMARY BENCHMARK IS SANITARY MANHOLE RIM LOCATED AT THE INTERSECTION OF MAIN STREET AND HOWARD AVENUE. ELEVATION = 1016.50 FEET.

STORM WATER POLLUTION PREVENTION PLAN NOTES:

- GRADING CONTRACTOR SHALL VERIFY LOCATIONS AND ELEVATIONS OF ALL UNDERGROUND UTILITIES WITH THE RESPECTIVE UTILITY COMPANIES PRIOR TO CONSTRUCTION.
- ALL EROSION CONTROL MEASURES CALLED FOR ON THESE PLANS AND SPECIFICATIONS, WHICH MAY INCLUDE SILT FENCE, SEDIMENTATION BASINS OR TEMPORARY SEDIMENT TRAPS, SHALL BE CONSTRUCTED AND SERVICEABLE IN THE FOLLOWING ORDER:
 - A. ROCK CONSTRUCTION ENTRANCES A MINIMUM OF 50 FEET.
 - B. SILT FENCE.
 - C. TEMPORARY CULVERTS.
 - D. TEMPORARY SEDIMENTATION BASINS AND OUTFALL FACILITIES.
 - E. COMMON EXCAVATION AND EMBANKMENT (GRADING)
 - F. SEED AND MULCH OR SOD.
 - G. BIO-ROLL BARRIERS IN FINISHED GRADED AREAS.
- INLET AND OUTLET FACILITIES SUBSEQUENT TO STORM SEWER WORK. GRADING CONTRACTOR SHALL PROVIDE AND MAINTAIN ALL EROSION CONTROL MEASURES IN ACCORDANCE WITH CITY AND NPDES PHASE II PERMITTING REQUIREMENTS AS WELL AS EROSION CONTROL MEASURES AS SHOWN ON THESE PLANS OR SPECIFICATIONS. GRADING CONTRACTOR SHALL IMPLEMENT ANY ADDITIONAL EROSION CONTROL MEASURES AS MAY BE REQUIRED TO PROTECT ADJACENT PROPERTY.
- ALL EROSION CONTROL FACILITIES SHALL BE MAINTAINED BY THE CONTRACTOR DURING GRADING OPERATIONS. ANY TEMPORARY FACILITIES WHICH ARE TO BE REMOVED AS CALLED FOR ON THESE PLANS AND SPECIFICATIONS SHALL BE REMOVED BY THE GRADING CONTRACTOR WHEN DIRECTED BY THE ENGINEER. THE GRADING CONTRACTOR SHALL THEN RESTORE THE SUBSEQUENTLY DISTURBED AREA IN ACCORDANCE WITH THESE PLANS AND SPECIFICATIONS.
- THE GRADING CONTRACTOR SHALL SCHEDULE THE SOILS ENGINEER AT THE CONTRACTORS EXPENSE SO THAT CERTIFICATION OF ALL CONTROLLED FILLS WILL BE FURNISHED TO THE OWNER DURING AND UPON COMPLETION OF THE PROJECT.
- EROSION CONTROL. PRIOR TO CONSTRUCTION, AREAS NOT TO BE DISTURBED SHOULD BE CLEARLY FLAGGED, STAKED OR IDENTIFIED WITH SIGNS AND NOTED ON THE PLANS.
 - ALL EXPOSED AREAS MUST BE STABILIZED NO LATER THAN 14 DAYS AFTER THE CONSTRUCTION ACTIVITY IN THAT AREA IS TEMPORARILY OR PERMANENTLY COMPLETED.
 - THE NORMAL WETTED PERIMETER OF ANY TEMPORARY OR PERMANENT DRAINAGE DITCH MUST BE STABILIZED WITHIN 200 FEET FROM THE PROPERTY EDGE.
 - DRAINAGE DITCHES AND CONVEYANCE SYSTEMS MUST BE INSPECTED FOR EVIDENCE OF EROSION AND SEDIMENT DEPOSITION. ALL DELTAS AND SEDIMENT DEPOSITED MUST BE REMOVED AND THE AREAS MUST BE RE-STABILIZED WHERE SEDIMENT REMOVAL RESULTS IN EXPOSED SOIL.
 - IN ORDER TO MAINTAIN SHEET FLOW AND MINIMIZE RILLS AND GULLIES, THERE SHALL BE NO UNBROKEN SLOPE LENGTHS OF GREATER THAN 75 FEET FOR SLOPES WITH A GRADE OF 3:1 OR STEEPER.
- CONTRACTORS GRADING AND EROSION CONTROL OPERATIONS SHALL TAKE PLACE WITHIN THE CONSTRUCTION LIMITS.
- IT IS REQUIRED THAT SOILS TRACKED FROM THE SITE BY MOTOR VEHICLES BE CLEANED DAILY FROM PAVED ROADWAY SURFACES THROUGHOUT THE DURATION OF CONSTRUCTION.
- ALL REQUIREMENTS OF THE LOCAL WATERSHED DISTRICT SHALL BE SATISFIED PER THE APPROVED PERMIT.
- ALL EROSION & SEDIMENT CONTROL MEASURES SHOWN ON THIS PLAN AND IMPLEMENTED IN THE FIELD AS DIRECTED BY THE ENGINEER SHALL CONFORM TO THE MPCA'S "PROTECTING WATER QUALITY IN URBAN AREAS: BEST MANAGEMENT PRACTICES FOR MINNESOTA".
- DEWATERING AND/OR BASIN DRAINING DISCHARGE SHALL BE DIRECTED TO SEDIMENTATION BASINS WHEREVER POSSIBLE. ALL DISCHARGE POINTS SHALL BE ADEQUATELY PROTECTED FORM EROSION & SCOUR THROUGH USE OF APPROVED ENERGY DISSIPATION DEVICES.
- ALL SOLID WASTE/ CONSTRUCTION DEBRIS SHALL BE DISPOSED OF IN ACCORDANCE WITH MPCA REQUIREMENTS. HAZARDOUS MATERIALS SHALL BE STORED/ DISPOSED OF IN COMPLIANCE WITH MPCA REGULATIONS. CONTRACTOR SHALL USE RAPID STABILIZATION METHODS PER MNDOT 2573 AS NEEDED DURING THE COURSE OF THE WORK TO MAINTAIN CONFORMANCE WITH THE CITY AND NPDES II PERMIT REQUIREMENTS. THIS WORK SHALL CONSIST OF OPERATIONS NECESSARY TO RAPIDLY STABILIZE SMALL CRITICAL AREAS, TO PREVENT OFF SITE SEDIMENTATION AND/OR TO COMPLY WITH PERMIT REQUIREMENTS. THE WORK MAY BE PREFORMED AT ANY TIME DURING THE CONTRACT AND DURING NORMAL WORKING HOURS. THIS WORK WILL BE CONDUCTED ON SMALL AREAS THAT MAY OR MAY NOT BE ACCESSIBLE WITH NORMAL EQUIPMENT. THIS WORK SHALL BE DONE IN ACCORDANCE WITH THE APPLICABLE MNDOT STANDARD SPECIFICATIONS, THE DETAILS SHOWN IN THE PLANS, AND THE FOLLOWING:
 - THERE ARE FIVE STABILIZATION METHODS APPROVED FOR THESE OPERATIONS. THESE METHODS MAY BE CONDUCTED INDEPENDENTLY OR IN COMBINATION.
 - METHOD #1: APPLY TYPE 1 MULCH AND DISC ANCHOR APPLY
 - METHOD #2: TYPE 1 MULCH AND TACK WITH TYPE 5 HYDRAULIC SOIL STABILIZER
 - METHOD #3: HYDROSPREAD SEED, FERTILIZER AND TYPE 6 HYDRAULIC SOIL STABILIZER
 - METHOD #4: HAND INSTALL SEED, FERTILIZER AND EROSION CONTROL BLANKET CATEGORY 3
 - METHOD #5: PLACE GEOTEXTILE AND RIP RAP CLASS II IN VARIOUS CONFIGURATIONS
- THESE EFFORTS WILL BE INCIDENTAL TO THE EROSION CONTROL BID ITEM.
- CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING ANY AND ALL NECESSARY ADDITIONAL EROSION CONTROL MEASURES AS MAY BE REQUIRED. REQUIRED EROSION CONTROL METHODS SHALL CONSIST OF BUT NOT BE LIMITED TO THE FOLLOWING:
 - A. STAKED FIBER LOG ROLLS AT BACK OF ALL CURB EXCEPT AT CONSTRUCTION/DRIVEWAY ENTRANCE.
 - B. SILT FENCE ON ALL DOWN GRADIENT SLOPES FROM CONSTRUCTION AREA. SILT FENCE SHALL HAVE THE BOTTOM DUG IN WITH SOIL FIRMLY COMPACTED.
 - C. ROCK CONSTRUCTION ENTRANCE HAVING 1" TO 2" CLEAR ROCK OVER GEOTEXTILE FABRIC.
 - D. STREET CLEANING AS MAY BE REQUIRED SHOULD VEHICLE TRACKING OCCUR.
- CONTRACTOR SHALL PROVIDE A TEMPORARY SEDIMENTATION BASIN ON SITE FOR CONSTRUCTION WASH OUT USE. TEMPORARY BASIN SHALL BE LOCATED AS TO PROVIDE EASY ACCESS FOR CONSTRUCTION VEHICLES AND CONCRETE TRUCKS AS NECESSARY.
- INLET SEDIMENTATION CONTROL IS TO BE PROVIDED TO ALL STORM SEWER CATCH BASINS THROUGHOUT CONSTRUCTION. MEASURES APPLIED SHALL COMPLY WITH BEST MANAGEMENT PRACTICES FOR MINNESOTA AND APPLICATIONS OF NPDES PHASE II AS APPROPRIATE FOR PHASE OF CONSTRUCTION.



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DRY POND 2
 NWL=998.5 (DRY)
 1 YR=1001.85
 10 YR=1002.5
 100 YR=1002.7
 EOF=1003.1
 BOULDER RETAINING WALL

DENTENTION POND 1
 NWL=999.0
 1 YR=1000.0
 10 YR=1001.0
 100 YR=1002.7
 EOF=1003.1

STORM WATER POLLUTION PREVENTION PLAN SCHEDULE OF INSTALLATION & MAINTENANCE

ITEM	INSTALLATION	INSPECTION & MAINTENANCE	REMOVAL
SILT FENCE	PRIOR TO COMMENCEMENT OF EARTHWORK OPERATIONS.	INSPECT & MAINT. AFTER EACH RUN-OFF EVENT. REMOVE SEDIMENTS AS REQUIRED.	AFTER TRIBUTARY DRAINAGE AREA IS RESTORED.
ROCK CONST. ENTRANCE	PRIOR TO COMMENCEMENT OF EARTHWORK OPERATIONS.	INSPECT REGULARLY. MAINTAIN AS NEEDED.	PRIOR TO PAVING.
SEED & MULCH	AFTER FINAL GRADING OPERATIONS.	INSPECT & MAINTAIN AFTER HEAVY RAINS. REPLACE WASH-OUT AREAS IMMEDIATELY.	NO REMOVAL NECESSARY.
INLET PROTECTION	UPON INLET CONSTRUCTION.	WHEN 1/3 CAPACITY OF BMP IS REACHED	AFTER TRIBUTARY AREAS ARE FULLY RESTORED

UNIVERSITY OF MINNESOTA
Andrew M Berenberg
 Plymouth MN
 Design of SWPPP (May 31 2014)

NO.	DATE	DESCRIPTION OF REVISIONS

DESIGNED: CHC
 DRAWN: CHC
 CHECKED BY: TJG

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED LANDSCAPE ARCHITECT UNDER THE LAWS OF THE STATE OF MINNESOTA.
 PRINT NAME: CURT H. CLAEYS
 SIGNATURE: *Curt H. Claeys*
 DATE: 03/23/2014 LICENSE # 45613

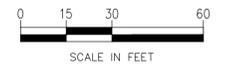
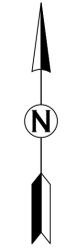
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GRADING AND EROSION CONTROL PLAN

COMM. NO. 13672
 PLOTTED: 13672
 DRAWING NO. C2



LEGEND

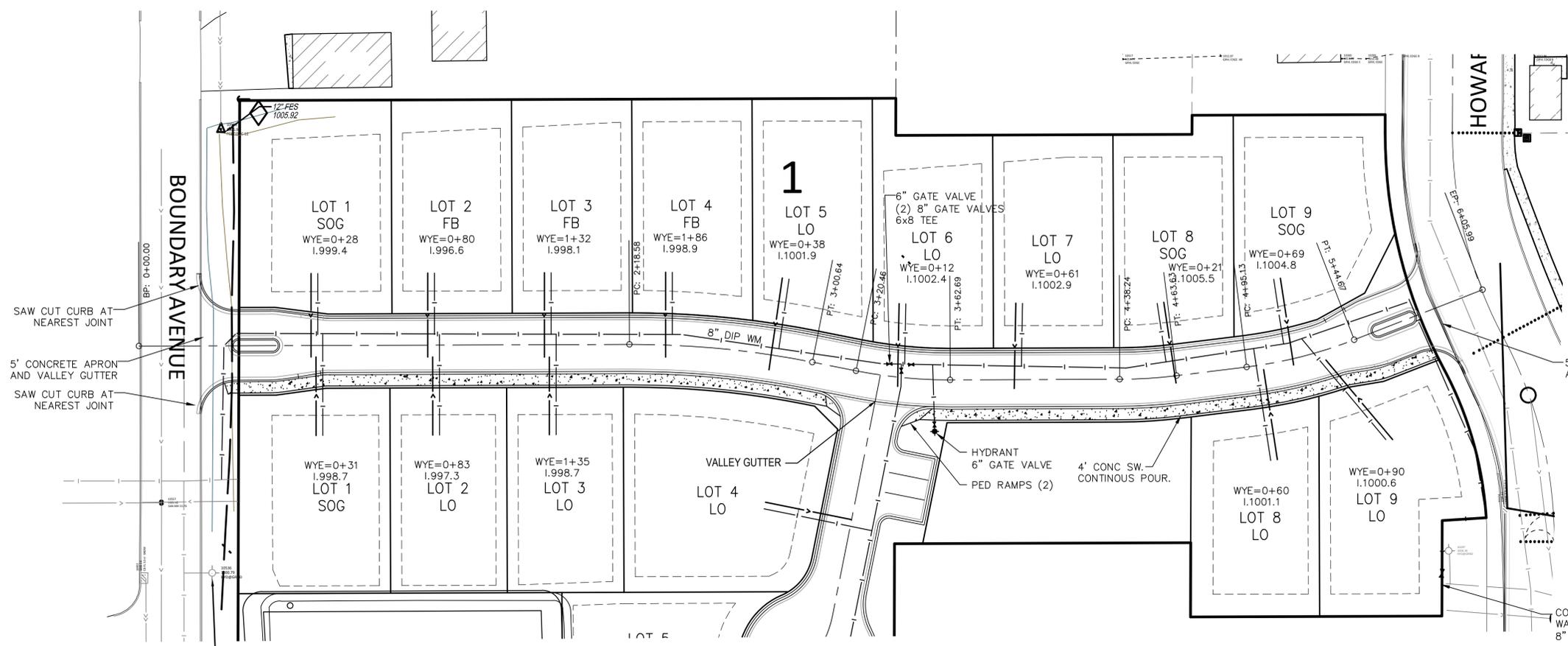
- EXISTING STORM SEWER
- PROPOSED STORM SEWER
- EXISTING GAS LINE
- EXISTING ELECTRIC LINE
- EXISTING TELEPHONE LINE
- EXISTING DELINEATED WETLAND
- CURB & GUTTER

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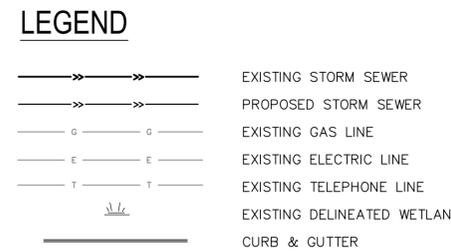
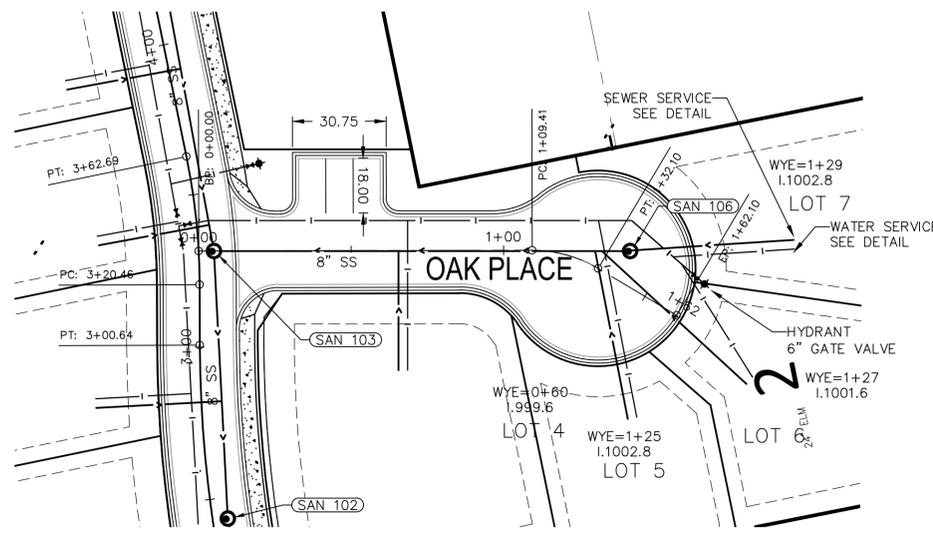
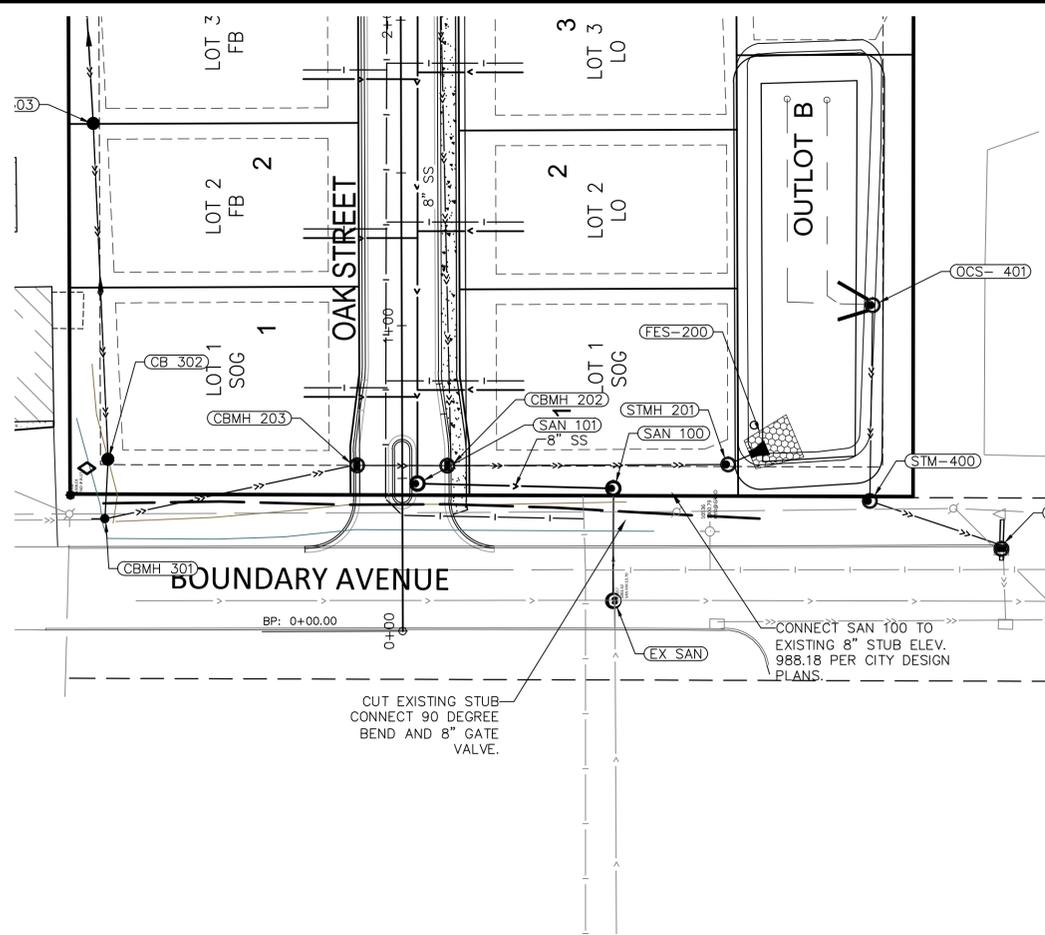
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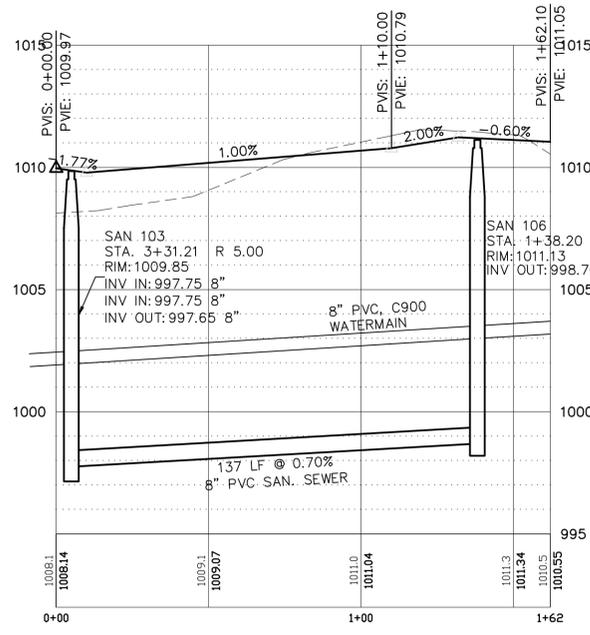
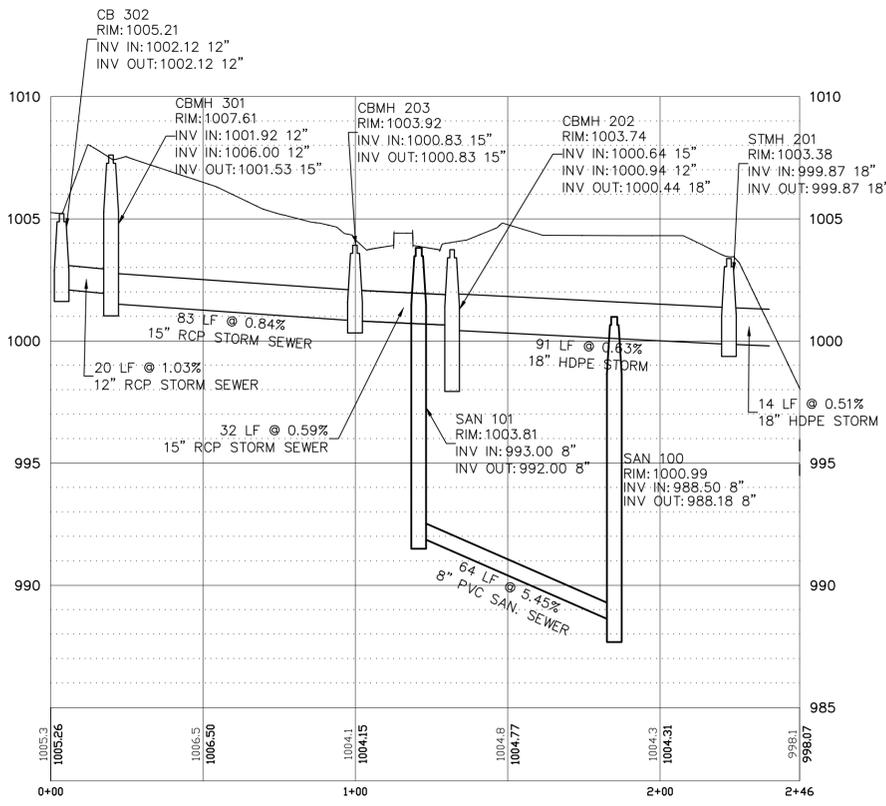
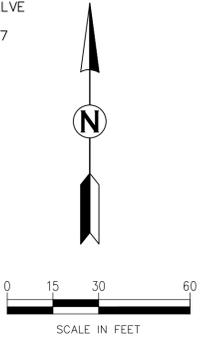
STREET & UTILITY PLAN - OAK STREET

COMM. NO. 13672	PLOTTED:
DRAWING NO. C3	



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- UTILITY NOTES:**
1. 4" & 6" SHALL BE SCH. 40
 2. 8" PVC SHALL BE SDR 35
 3. 12" STORM SEWER SHALL BE HDPE
 4. VERIFY SERVICE LOCATION WITH ARCHITECTURAL PLANS

STRUCTURE #	SIZE	CASTING	DETAIL REF.
FES-200	18" FES	NO TRASH GAURD	5005 / C7
STMH-201	48" DIA	R-1642	5003 / C7
CBMH-202	48" DIA	R-3290VB	5002 / C7
CBMH-203	48" DIA	R-3290VB	5002 / C7
CBMH-204	48" DIA	R4342	5002 / C7
CB-205	2X3'	R-3290VB	5004 / C7

NO.	DATE	DESCRIPTION OF REVISIONS

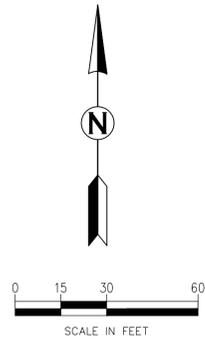
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COMM. NO. 13672
 PLOTTED: DRAWING NO. C4

STREET & UTILITY PLAN



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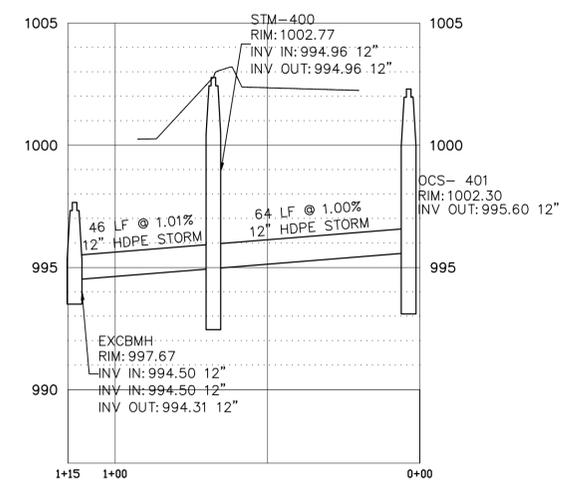
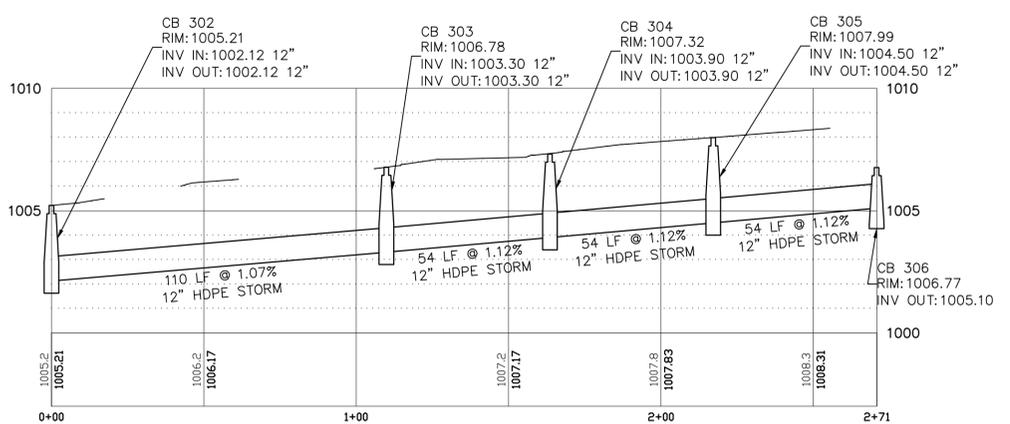
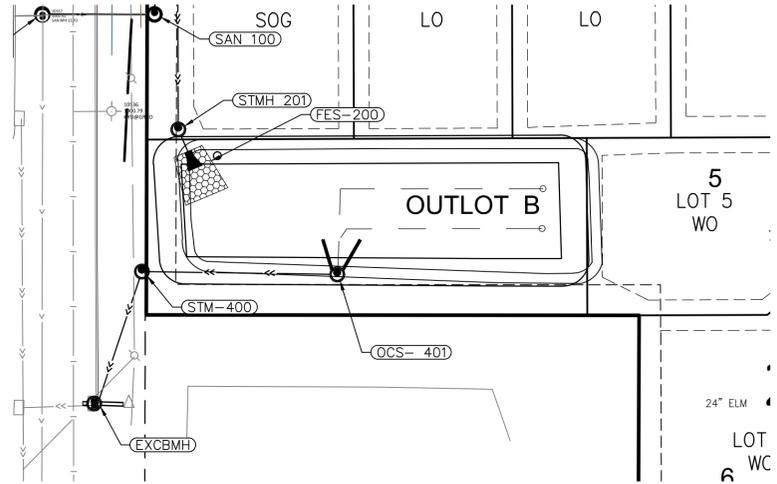
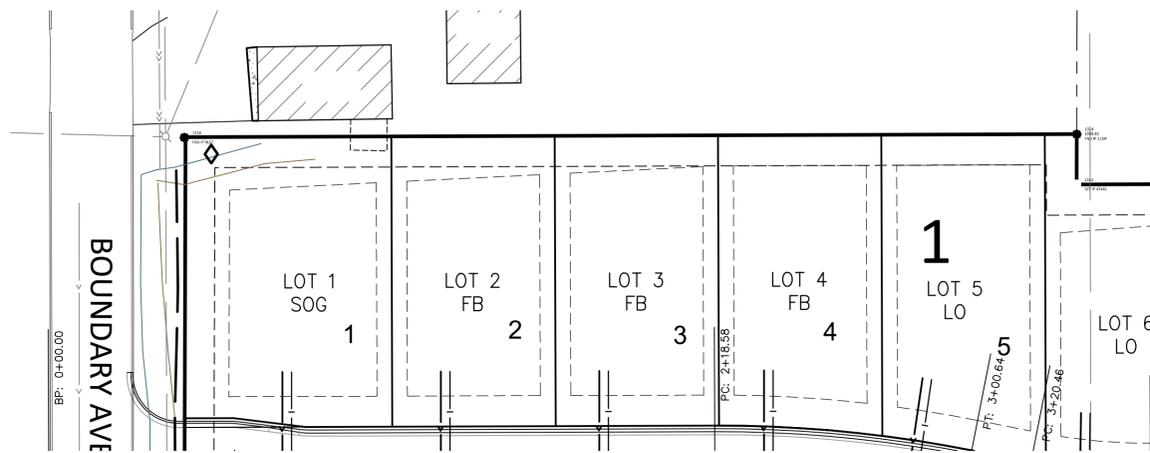
LEGEND

- EXISTING STORM SEWER
- PROPOSED STORM SEWER
- EXISTING GAS LINE
- EXISTING ELECTRIC LINE
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 4. VERIFY SERVICE LOCATION WITH ARCHITECTURAL PLANS



STRUCTURE #	SIZE	CASTING	DETAIL REF.
CBMH-301	48" DIA	R4342	5002 / C7
CB-302	27" DIA	R4342	5004 / C7
CB-303	27" DIA	R4342	5004 / C7
CB-304	27" DIA	R4342	5004 / C7
CB-305	27" DIA	R4342	5004 / C7
CB-306	27" DIA	R4342	5004 / C7
OCS-401	48" DIA	R-3501-TB	
STMH-400	48" DIA	R-1642	5003 / C7

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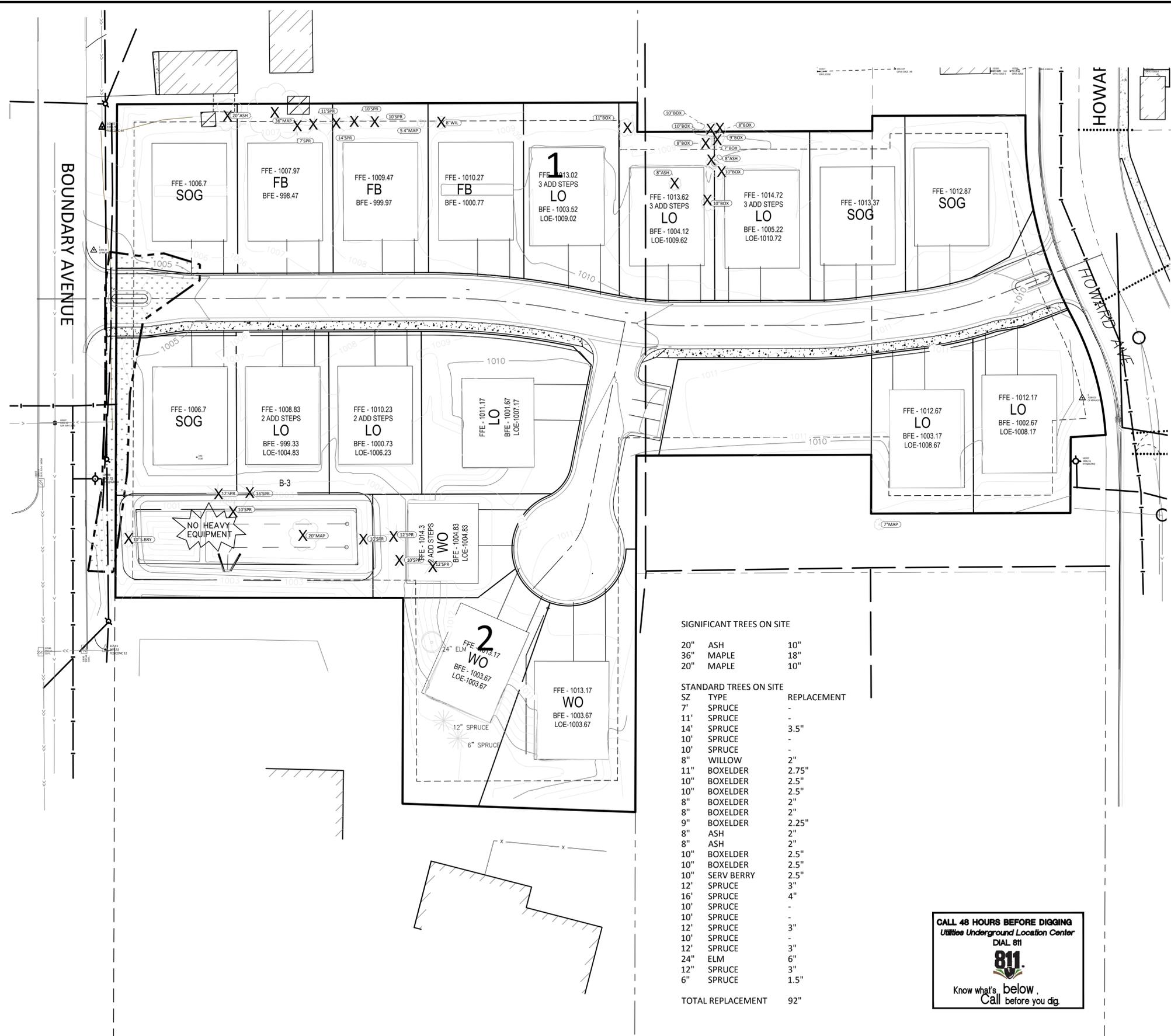
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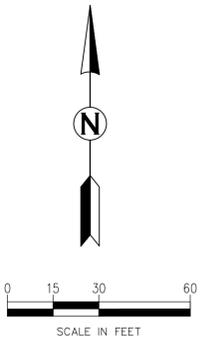
STORM SEWER PLAN AND PROFILE

COMM. NO. 13672
 PLOTTED:
 DRAWING NO. C5



LEGEND

- >>>— EXISTING STORM SEWER
- >>>— PROPOSED STORM SEWER
- G — G — EXISTING GAS LINE
- E — E — EXISTING ELECTRIC LINE
- T — T — EXISTING TELEPHONE LINE
- 106.3 — PROPOSED CONTOUR
- 106.5 — PROPOSED 10' CONTOUR
- 106.5.50 — EXISTING DELINEATED WETLAND
- 106.5 — EXISTING CONTOUR
- 107.0 — EXISTING 10' CONTOUR
- — SILT FENCE
- — CURB & GUTTER
- >— DRAINAGE ARROW
- >— PROPOSED SPOT ELEVATION
- >— PROPOSED DRAINAGE SLOPE
- — SOIL BORING
- X TREES REMOVED (SEE TREE REPLACEMENT PLAN FOR NEW TREES)



SIGNIFICANT TREES ON SITE

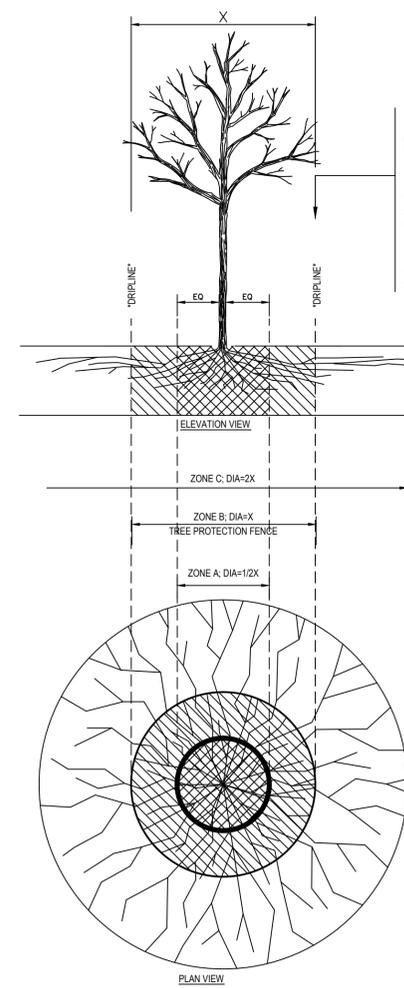
- 20" ASH 10"
- 36" MAPLE 18"
- 20" MAPLE 10"

STANDARD TREES ON SITE

SZ	TYPE	REPLACEMENT
7'	SPRUCE	-
11'	SPRUCE	-
14'	SPRUCE	3.5"
10'	SPRUCE	-
10'	SPRUCE	-
8"	WILLOW	2"
11"	BOXELDER	2.75"
10"	BOXELDER	2.5"
10"	BOXELDER	2.5"
8"	BOXELDER	2"
8"	BOXELDER	2"
9"	BOXELDER	2.25"
8"	ASH	2"
8"	ASH	2"
10"	BOXELDER	2.5"
10"	BOXELDER	2.5"
10"	SERV BERRY	2.5"
12'	SPRUCE	3"
16'	SPRUCE	4"
10'	SPRUCE	-
10'	SPRUCE	-
12'	SPRUCE	3"
10'	SPRUCE	-
12'	SPRUCE	3"
24"	ELM	6"
12"	SPRUCE	3"
6"	SPRUCE	1.5"

TOTAL REPLACEMENT 92"

CALL 48 HOURS BEFORE DIGGING
 Utilizes Underground Location Center
DIAL 811
 Know what's below. Call before you dig.



FENCING/ROOT PROTECTION
 4' HIGH ORANGE POLY CONSTRUCTION FENCING SHALL BE PROVIDED AND MAINTAINED AT THE DRIPLINE OF EACH TREE OR AROUND A GROUP OF TREES AT THE DRIPLINE OF OUTSIDE TREES.
 THE ENGINEER'S APPROVAL IS REQUIRED FOR USE/ACCESS WITHIN ZONE B. PERMISSION FOR USE/ACCESS REQUIRES SURFACE PROTECTION FOR ALL UNFINISHED, UNPAVED SURFACES WITHIN ZONE B AT ALL TIMES.
 * SURFACE PROTECTION MEASURES:
 1. MULCH LAYER @ 6" DEPTH
 2. 3/4" PLYWOOD
 3. STEEL PLATES

- TRENCHING / EXCAVATION**
- NOTE:
 THE NUMBER OF INCHES OF TRUNK DIAMETER DIRECTLY TRANSLATES TO NUMBER OF FEET OF ZONE (X) DIAMETER.
- ZONE A (CRITICAL ROOT ZONE)**
 (DEFINED AS TRUNK DIAMETER MULTIPLIED BY 0.5)
- NO DISTURBANCE ALLOWED WITHOUT SITE-SPECIFIC INSPECTION AND APPROVAL OF METHODS TO MINIMIZE ROOT DAMAGE.
 - SEVERANCE OF ROOTS LARGER THAN 2 INCHES IN DIAMETER REQUIRES AN ENGINEER'S APPROVAL.
 - TUNNELING REQUIRED TO INSTALL LINES 3 FEET BELOW GRADE OR DEEPER.
- ZONE B (DRIPLINE)**
 (MAXIMUM WIDTH OF BRANCH EXTENSION ON TREE)
- OPERATION OF HEAVY EQUIPMENT AND/OR STOCKPILING OF MATERIALS SUBJECT TO LANDSCAPE ARCHITECT'S APPROVAL.
 - SURFACE PROTECTION MEASURES REQUIRED TRENCHING ALLOWED AS FOLLOWS:
 - EXCAVATION BY HAND OR WITH HAND-DRIVEN TRENCHER MAY BE REQUIRED.
 - LIMIT TRENCH WIDTH. DO NOT DISTURB ZONE A (CRITICAL ROOT ZONE) MAINTAIN 2/3 OR MORE OF ZONE B (DRIPLINE) IN UNDISTURBED CONDITION.
 - TUNNELING MAY BE REQUIRED FOR TRENCHES DEEPER THAN 3 FEET.
 - USE OF PNEUMATIC AIR WAND AND EXCAVATION MAY BE CONSIDERED WHERE THE TRENCH DEPTH DOES NOT EXCEED 4 FEET.
- ZONE C (ABSORBING ROOT ZONE)**
 (DEFINED AS TRUNK DIAMETER MULTIPLIED BY 2)
- OPERATION OF HEAVY EQUIPMENT AND/OR STOCKPILING OF MATERIALS SUBJECT TO LANDSCAPE ARCHITECT'S APPROVAL.
 - SURFACE PROTECTION MEASURES MAY BE REQUIRED AND IS TO BE DETERMINED BY LANDSCAPE ARCHITECT.
 - TRENCHING WITH HEAVY EQUIPMENT ALLOWED AS FOLLOWS:
 - MINIMIZE TRENCH WIDTH
 - MAINTAIN 2/3 OR MORE OF ZONE C IN UNDISTURBED CONDITION
 - OR AS SPECIFIED BY LANDSCAPE ARCHITECT

1 EXISTING TREE PROTECTION - (WHERE REQUIRED)
 SCALE: NO SCALE

NO.	DATE	DESCRIPTION OF REVISIONS

DESIGNED: CHC
 DRAWN: CHC
 CHECKED BY: TJG
 I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED LANDSCAPE ARCHITECT UNDER THE LAWS OF THE STATE OF MINNESOTA.
 PRINT NAME: CURT H. CLAEYS
 SIGNATURE: *Curt H. Claeys*
 DATE: 03/23/2014 LICENSE # 45613

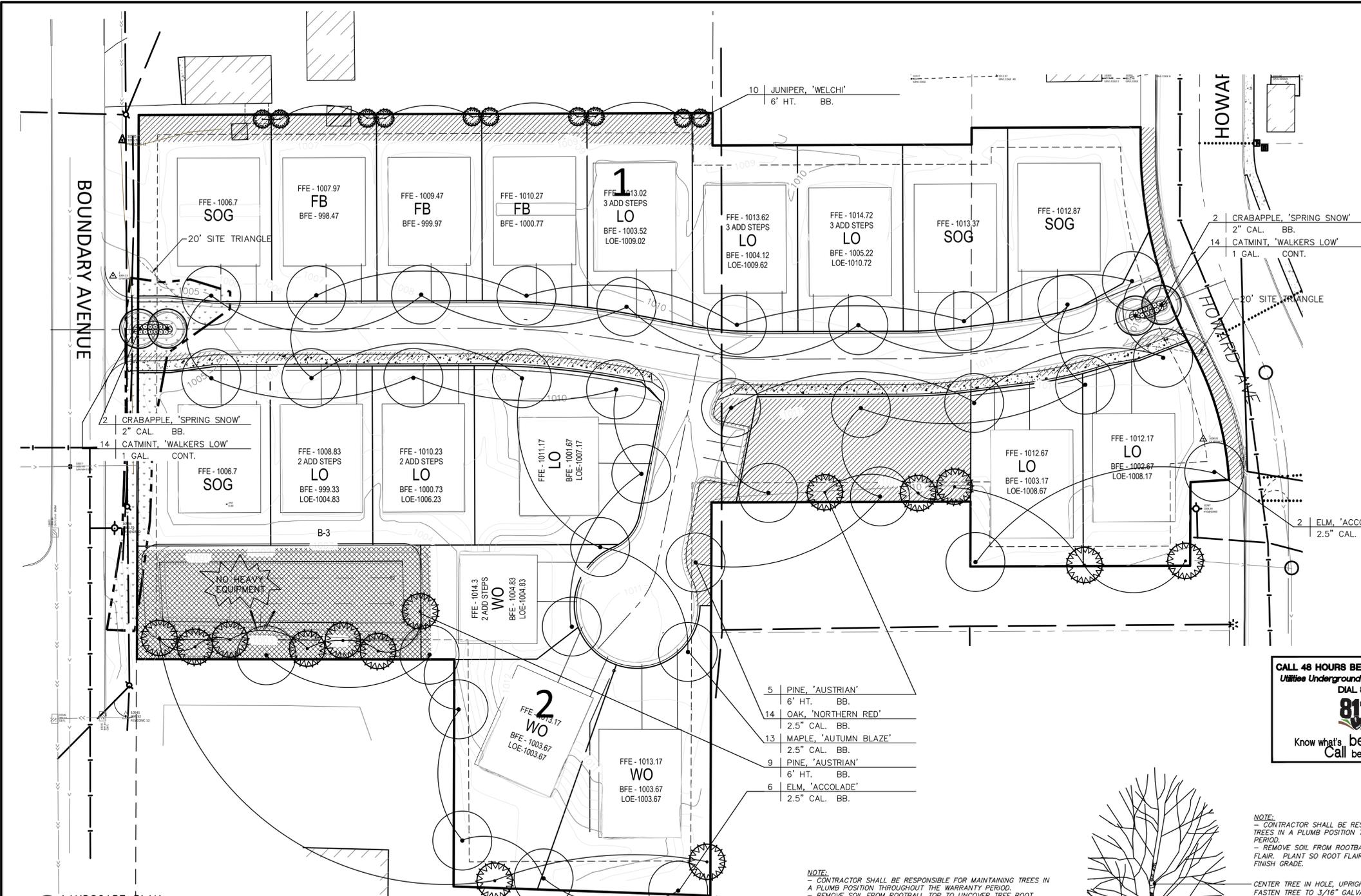
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TREE PRESERVATION PLANS

COMM. NO. 13672
 PLOTTED: DRAWING NO. L1



LEGEND

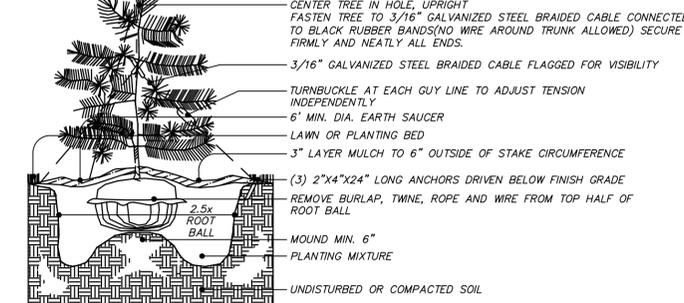
- EXISTING STORM SEWER
- PROPOSED STORM SEWER
- EXISTING GAS LINE
- EXISTING ELECTRIC LINE
- EXISTING TELEPHONE LINE
- PROPOSED CONTOUR
- PROPOSED 10' CONTOUR
- EXISTING DELINEATED WETLAND
- EXISTING CONTOUR
- EXISTING 10' CONTOUR
- SILT FENCE
- CURB & GUTTER
- DRAINAGE ARROW
- PROPOSED SPOT ELEVATION
- PROPOSED DRAINAGE SLOPE
- SOIL BORING
- PROPOSED SOD W/ IRRIGATION (SEE LANDSCAPE NOTES)
- PROPOSED SEED MIX - MNDOT 310 AS SPECIFIED. (SEE LANDSCAPE NOTES)
- NEW TREES AND SHRUBS

- ### GENERAL LANDSCAPE NOTES:
- LANDSCAPE CONTRACTOR SHALL VISIT SITE PRIOR TO SUBMITTING BID TO BECOME COMPLETELY FAMILIAR WITH SITE CONDITIONS.
 - ALL ROUGH AN FINISH GRADING TO BE DONE BY OTHERS.
 - NO PLANTING WILL BE INSTALLED UNTIL ALL GRADING AND CONSTRUCTION HAS BEEN COMPLETED IN IMMEDIATE AREA.
 - IT IS THE RESPONSIBILITY OF THE OWNER & CONTRACTOR TO IDENTIFY ALL UNDERGROUND CABLES, CONDUITS, WIRES, ETC., ON THE PROPERTY.
 - IF THERE IS A DISCREPANCY BETWEEN THE NUMBER OF PLANTS SHOWN ON THE PLAN AND THE NUMBER OF PLANTS SHOWN IN THE PLANT LIST, THE NUMBER OF PLANTS SHOWN ON THE PLAN WILL TAKE PRECEDENCE.
 - ALL CONTAINER MATERIAL TO BE GROWN IN CONTAINER A MINIMUM OF 6 MONTHS.
 - ALL MATERIAL SHALL COMPLY WITH THE LATEST EDITION OF THE AMERICAN STANDARD FOR NURSERY STOCK, AMERICAN ASSOCIATION OF NURSERYMEN.
 - REPAIR ALL DAMAGE TO PROPERTY FROM PLANTING OPERATIONS AT NO COST TO THE OWNER.
 - GUARANTEE NEW PLANT MATERIAL THROUGH ONE CALENDAR YEAR FOR DECIDUOUS TREES UP TO 3-1/2" CAL. & CONIFERS UP TO 11' HT. (LARGER SIZES WILL BE GUARANTEED FOR TWO CALENDAR YEARS FROM TIME OF PROVISIONAL ACCEPTANCE.
 - ALL PROPOSED PLANTS SHALL BE LOCATED CAREFULLY AS SHOWN ON THE PLANS AND SHALL BE APPROVED BY LANDSCAPE ARCHITECT BEFORE THEY ARE INSTALLED.
 - CONTRACTOR CAN SUBSTITUTE MACHINE MOVED MATERIAL USING APPROPRIATE SIZE TREE SPADE FOR B & B WITH LANDSCAPE ARCHITECTS APPROVAL.
 - LANDSCAPE CONTRACTOR SHALL ENSURE THAT NEW TREES MOVED ONTO THE SITE ARE DUG FROM SIMILAR SITES WITH SIMILAR SOILS TO THE SOILS OF THIS PROJECT (HEAVY TO HEAVY, LIGHT TO LIGHT, HEAVY TO LIGHT SOILS).
 - LANDSCAPE CONTRACTOR IS REQUIRED TO PROVIDE OWNER WITH MAINTENANCE INFORMATION DURING GUARANTEE PERIOD RELATING TO WATERING, FEEDING, PRUNING, PEST CONTROL, AND RELATED ITEMS. THIS WILL BE PREPARED AND DELIVERED TO OWNER AFTER PROVISIONAL INSPECTION APPROVAL HAS BEEN GIVEN BY LANDSCAPE ARCHITECTS.
 - WRAPPING MATERIAL SHALL BE CORRUGATED TREE PROTECTION WITH THE SIZE OF TUBE 1" DIA. (MIN.) LARGER THAN THE CALIPER INCH SIZE OF TREE TO BE PROTECTED. WRAP ALL TREES, EXCEPT HACKBERRY TREE SHALL BE PROTECTED PRIOR TO 12/1 AND TUBES REMOVED BY 5/1.
 - 3" DEEP WOOD MULCH WILL BE INSTALLED UNDER ALL TREES AND SHRUBS THAT ARE ISOLATED FROM GROUNDCOVER AREAS AND GENERAL SHRUB MASSES.
 - ALL PLANTING SHALL RECEIVE FERTILIZER AS FOLLOWS:
SUMMER AND FALL PLANTING - BEFORE WINTER FREEZE-UP APPLY 0-20-20 GRANULAR IN SAUCER AROUND PLANT AT THE RATE OF 1-12 OZ. CAN PER 2-3" CAL. TREE. FOLLOW UP WITH THE SAME AMOUNT OF 10-10-10 THE FOLLOWING SPRING.
 - SOD SHALL BE HIGHLAND SOD, 30" x 100' ROLLS PREFERRED WHERE APPLICABLE, TO BE LAID PARALLEL TO THE CONTOURS AND HAVE STAGGERED JOINTS. ON SLOPES STEEPER THAN 3:1 OR DRAINAGE SWALES, THE SOD SHALL BE STAKED INTO THE GROUND. SCARIFY THE EXISTING GRADES WITH FIELD CULTIVATOR TO A MIN. DEPTH OF 12" PRIOR TO PLACING OF TOPSOIL AND FINISH GRADING FOR SOD. IMMEDIATELY PRIOR TO PLACING SOD, CONTRACTOR SHALL APPLY 10-6-4 FERTILIZER AT THE RATE OF 10 POUNDS PER 1000 SQ. FT.
 - CALIPER OF ALL TREE TRUNKS UP TO AND INCLUDING 4" SHALL BE MEASURED 6" ABOVE GROUND LEVEL, AND 12" ABOVE GROUND LEVEL FOR LARGER SIZES.
 - IF THE CONTRACTOR FEELS AN ERROR HAS BEEN MADE REGARDING SPACING OR HARDINESS OF A SPECIES OF PLANT MATERIAL INDICATED ON THE PLAN, NOTIFY THE LANDSCAPE ARCHITECT PRIOR TO THE INSTALLATION OF PLANT MATERIAL.
 - ALL NEWLY INSTALLED PLANT MATERIAL SHALL BE PLANTED IN WELL-DRAINED AREAS. CONTRACTOR SHALL AVOID INSTALLING ANY PLANT MATERIAL IN DRAINAGE SWALES OR WET & POORLY DRAINED AREAS.
 - ALL AREAS SPECIFIED AS 'ROUGH SEED' TO BE SEEDDED WITH MNDOT MIX 310. BROAD CAST, DRILL AND/OR HYDROSEED AT A RATE OF 150 LBS./AC. WITH 2 TONS SHREDDED AND PUNCHED IN PLACE STRAW PER ACRE. SEED MIX SHALL BE ABLE TO WITHSTAND PERIODIC FLOODING.
 - IRRIGATION BY OWNER

CALL 48 HOURS BEFORE DIGGING
 Utilities Underground Location Center
 DIAL 811
811
 Know what's below.
 Call before you dig.

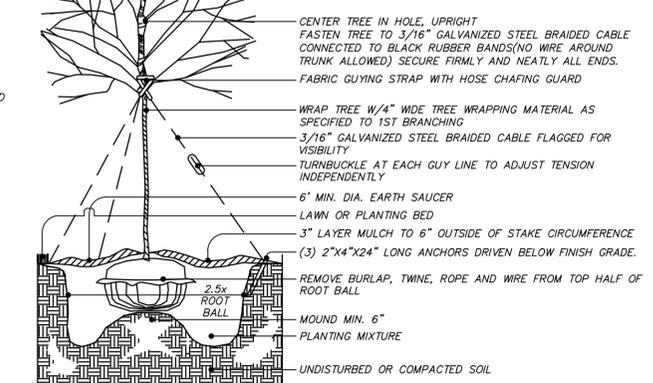
- 5 PINE, 'AUSTRIAN' 6' HT. BB.
- 14 OAK, 'NORTHERN RED' 2.5" CAL. BB.
- 13 MAPLE, 'AUTUMN BLAZE' 2.5" CAL. BB.
- 9 PINE, 'AUSTRIAN' 6' HT. BB.
- 6 ELM, 'ACCOLADE' 2.5" CAL. BB.

NOTE:
 CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING TREES IN A PLUMB POSITION THROUGHOUT THE WARRANTY PERIOD.
 REMOVE SOIL FROM ROOTBALL TOP TO UNCOVER TREE ROOT FLAIR. PLANT SO ROOT FLAIR IS VISIBLE AND 1"-2" ABOVE FINISH GRADE.



2 CONIFEROUS TREE PLANTING (TYP)
 SCALE: NO SCALE

NOTE:
 CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING TREES IN A PLUMB POSITION THROUGHOUT THE WARRANTY PERIOD.
 REMOVE SOIL FROM ROOTBALL TOP TO UNCOVER TREE ROOT FLAIR. PLANT SO ROOT FLAIR IS VISIBLE AND 1"-2" ABOVE FINISH GRADE.



3 DECIDUOUS TREE PLANTING (TYP)
 SCALE: NO SCALE

1 LANDSCAPE PLAN
 SCALE: 1" = 30'-0"

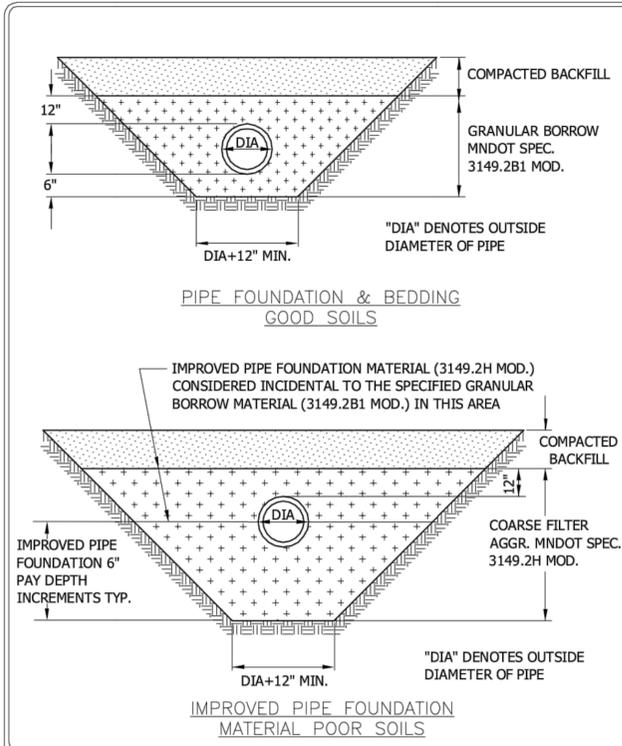
Qty.	Common & Botanical Names	Size	Cont.	Remarks
8	Elm, 'Accolade' <i>Ulmus japonica x wilsoniana 'Morton'</i>	2-1/2" cal.	BB	Single, straight leader No 'v' crotches
13	Maple, 'Autumn Blaze' <i>Acer x Freemanii 'Jeffersred'</i>	2-1/2" cal.	BB	Single, straight leader No 'v' crotches
14	Oak, 'Northern Red' <i>Quercus rubra (borealis)</i>	2-1/2" cal.	BB	Single, straight leader No 'v' crotches
14	Pine, 'Austrian' <i>Pinus nigra</i>	6' ht.	BB	Full form to grade - 12" max. leader length Sheared and clipped trees will not be accepted
4	Crabapple, 'Spring Snow' <i>Malus 'Spring Snow'</i>	2" cal.	BB	Single, straight leader No branches below 36" ht.
10	Juniper, 'Welchi' <i>Juniperus scopulorum 'Welchi'</i>	6' ht.	BB.	
28	Catmint, Walkers Low <i>Nepeta faassenii, 'Walkers Low'</i>	1 Gal.	Cont.	

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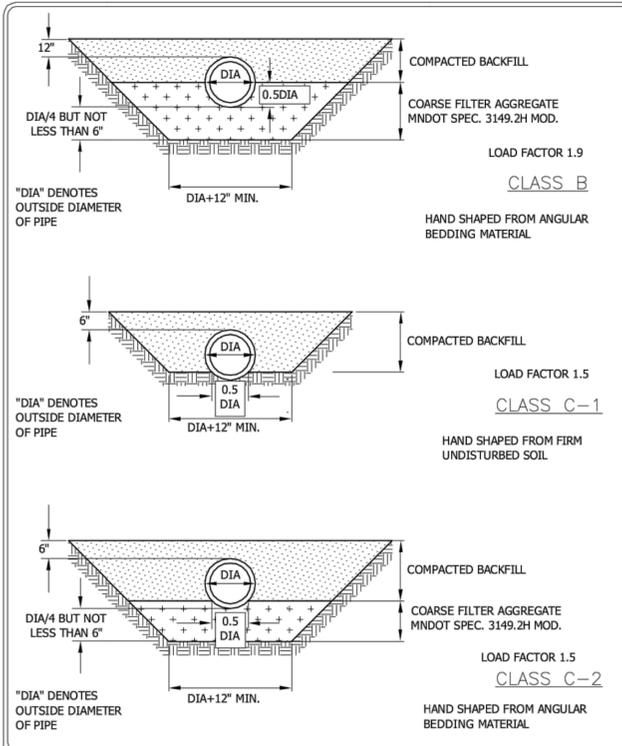
TREE REPLACEMENT PLAN
 COMM. NO. 13672
 PLOTTED: []
 DRAWING NO. L2



PIPE FOUNDATION & BEDDING METHODS FOR PVC

LAST REVISION: March 2002

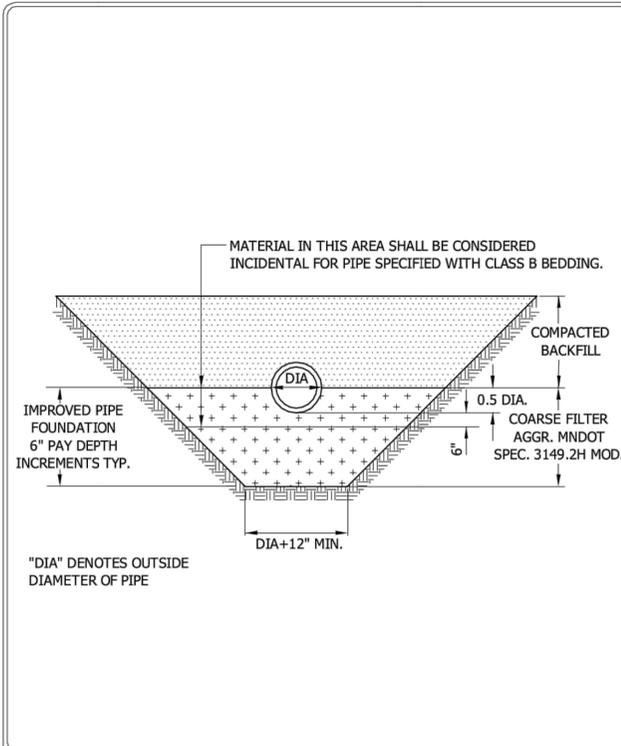
PLATE NO. 1001



PIPE FOUNDATION & BEDDING METHODS FOR RCP OR DIP

LAST REVISION: March 2002

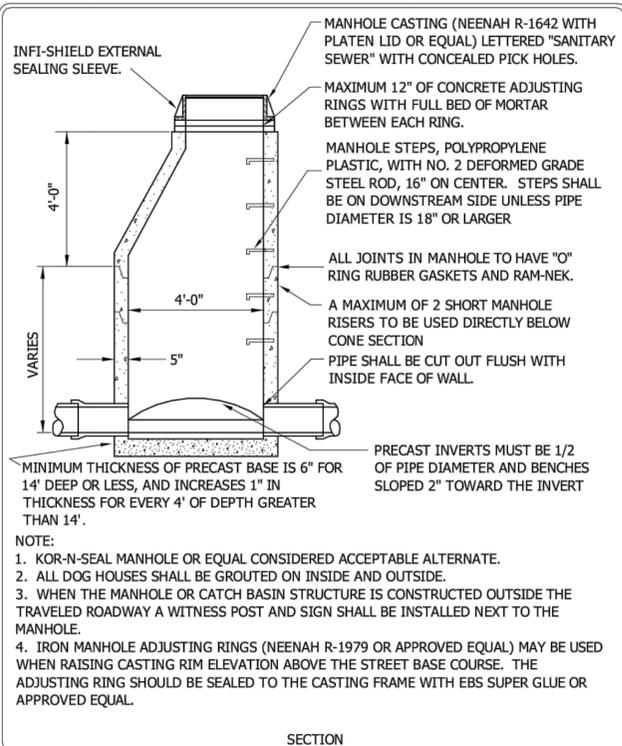
PLATE NO. 1002



IMPROVED PIPE FOUNDATION FOR RCP AND DIP

LAST REVISION: March 2002

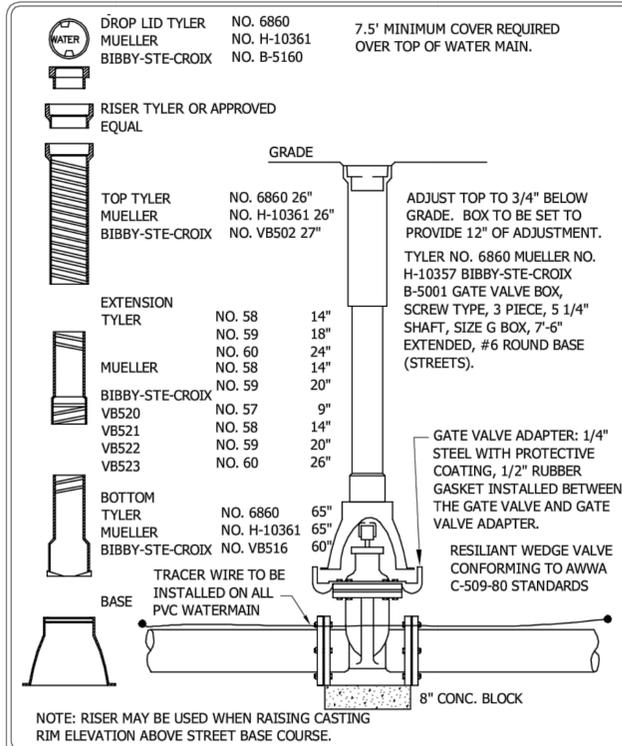
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SANITARY MANHOLE STANDARD

LAST REVISION: OCT 1999

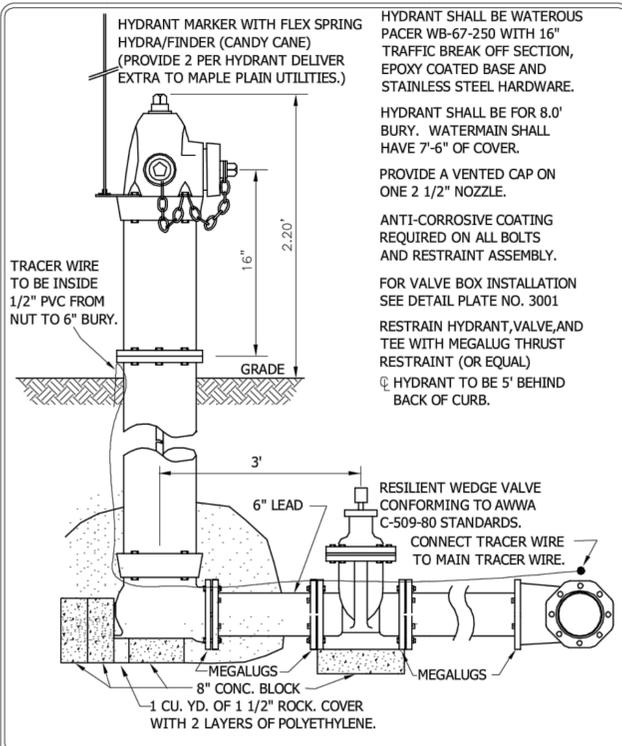
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GATE VALVE AND BOX INSTALLATION

LAST REVISION: OCT 1999

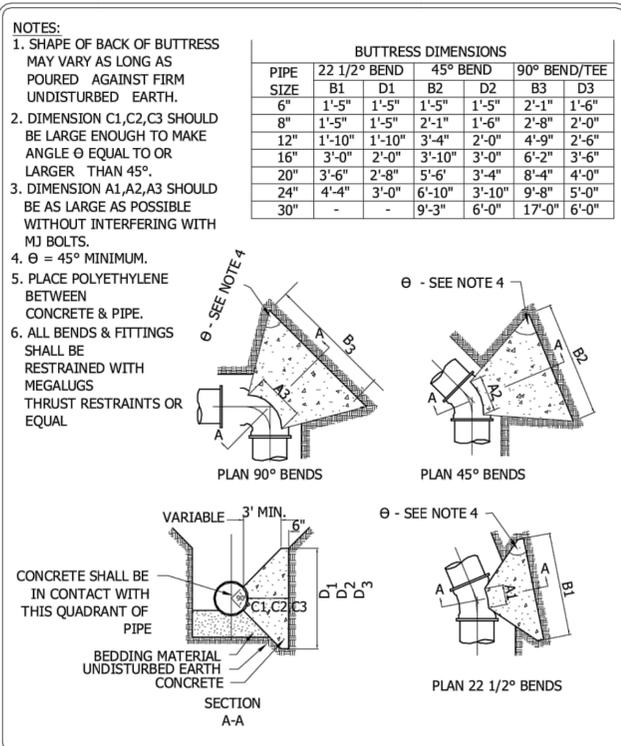
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TYPICAL HYDRANT DETAIL

LAST REVISION: APR 2007

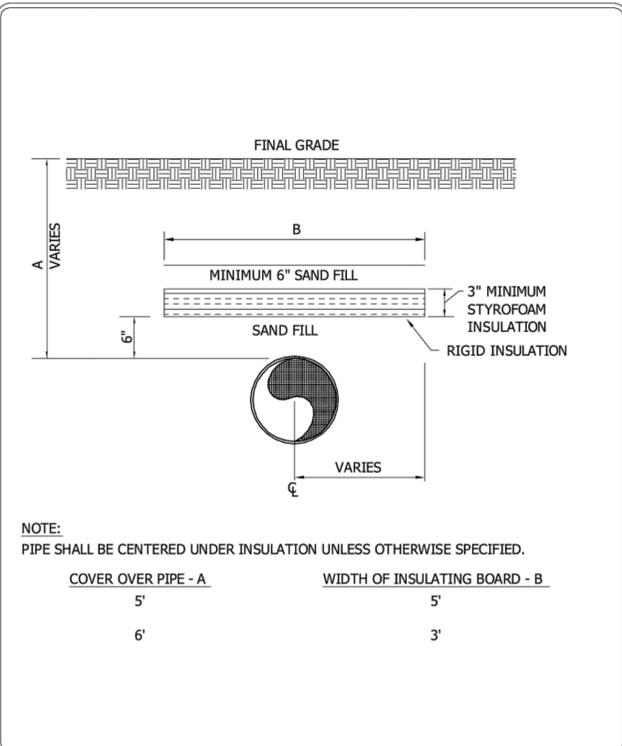
PLATE NO. 3002



CONCRETE THRUST BLOCK

LAST REVISION: OCT 1999

PLATE NO. 3003



INSULATION DETAIL

LAST REVISION: OCT 1999

PLATE NO. 3004

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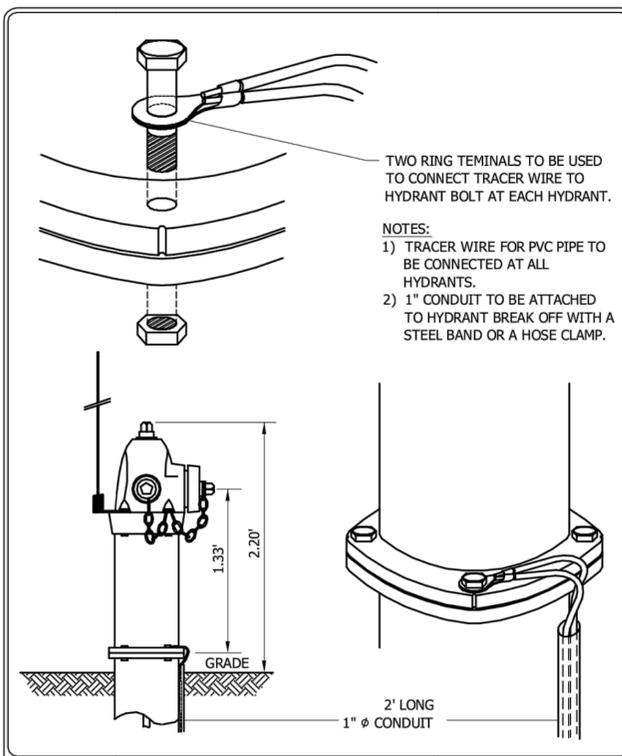
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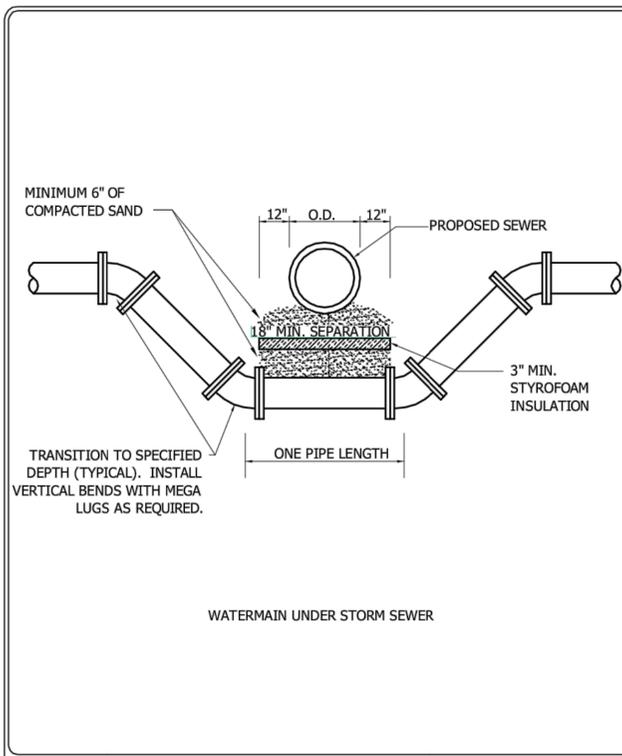
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DETAILS

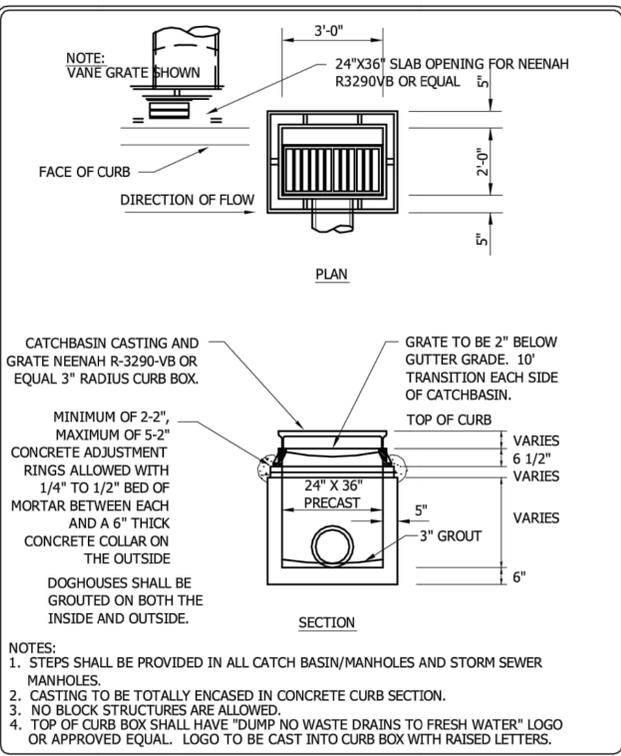
COMM. NO. 13672
 PLOTTED: DRAWING NO. C6



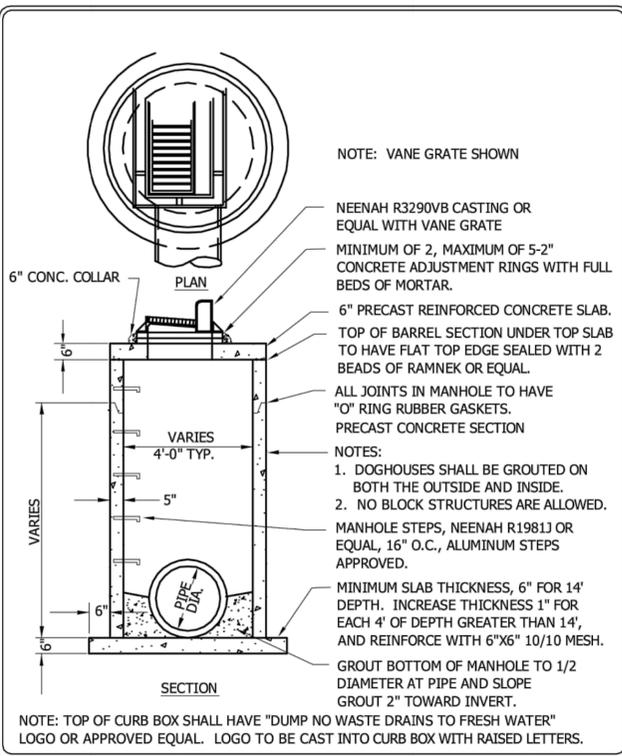
Stantec TRACER WIRE FOR PVC WATER MAIN
 LAST REVISION: APRIL 2008
 PLATE NO. 3005



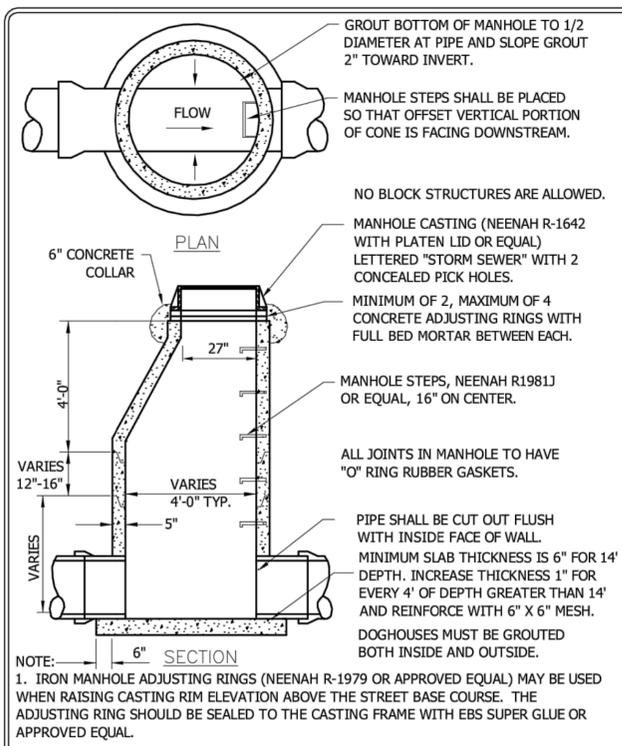
Stantec WATERMAIN OFFSET DETAIL
 LAST REVISION: OCT 2007
 PLATE NO. 3006



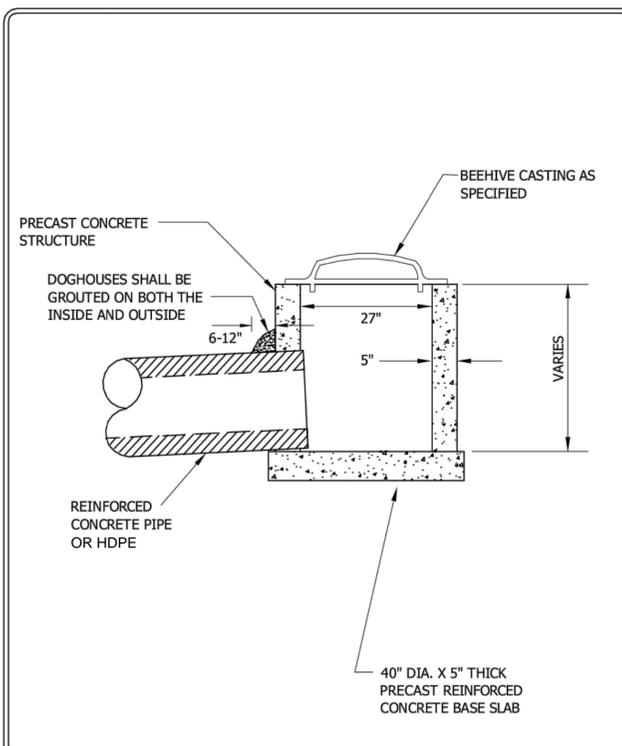
Stantec STORM SEWER CATCH BASIN
 LAST REVISION: OCT 1999
 PLATE NO. 5001



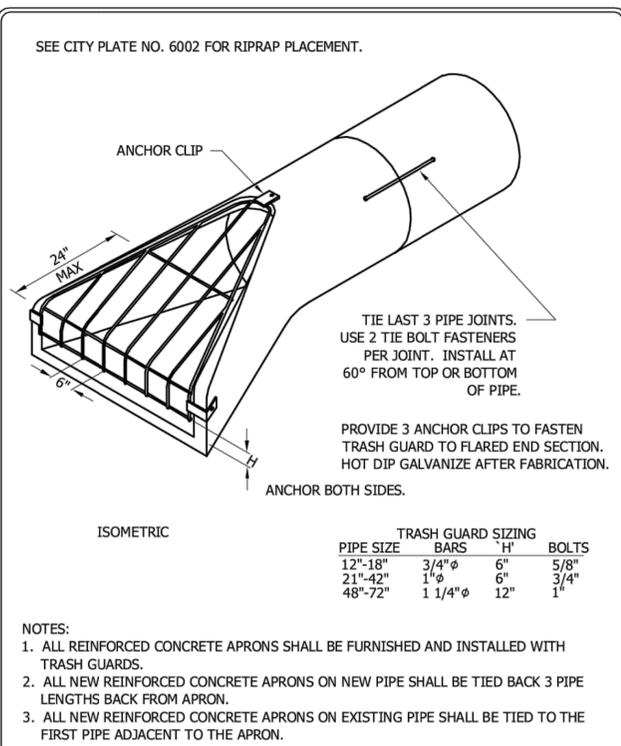
Stantec STORM SEWER CATCH BASIN MANHOLE
 LAST REVISION: OCT 1999
 PLATE NO. 5002



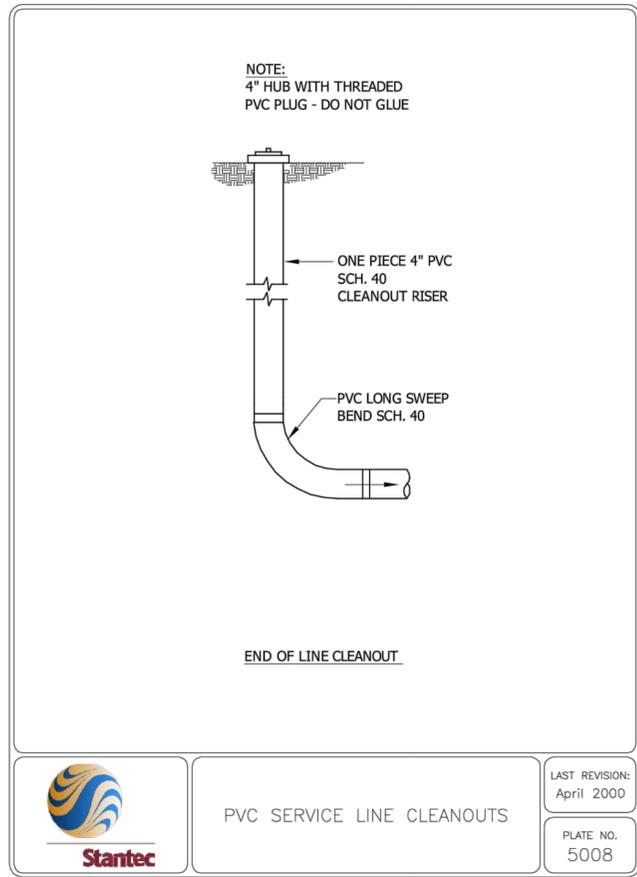
Stantec STORM SEWER MANHOLE
 LAST REVISION: OCT 1999
 PLATE NO. 5003



Stantec PRECAST 27" SHALLOW DEPTH BEEHIVE
 LAST REVISION: APRIL 2008
 PLATE NO. 5004

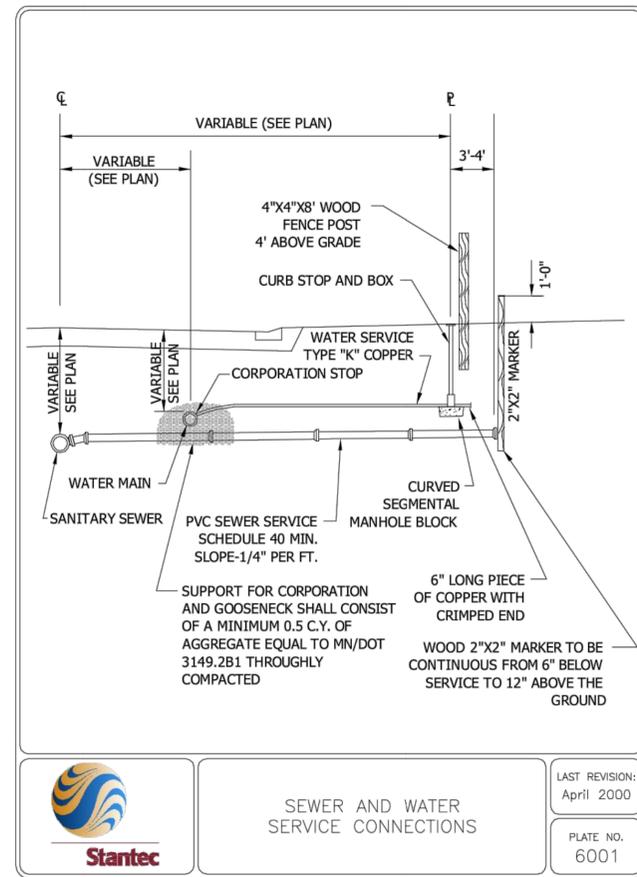


Stantec FLARED END SECTION AND TRASH GUARD
 LAST REVISION: OCT 1999
 PLATE NO. 5005



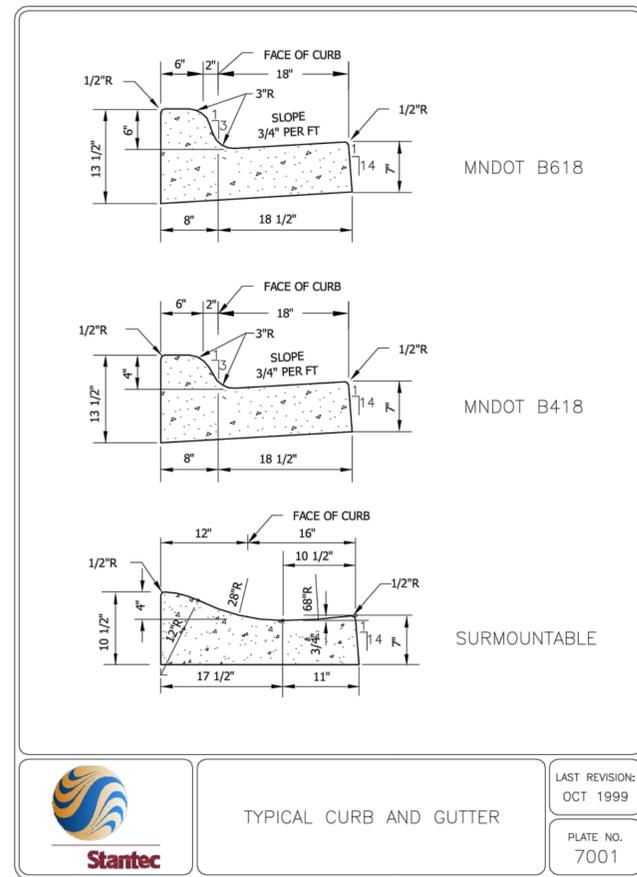
PVC SERVICE LINE CLEANOUTS

LAST REVISION: April 2000
PLATE NO. 5008



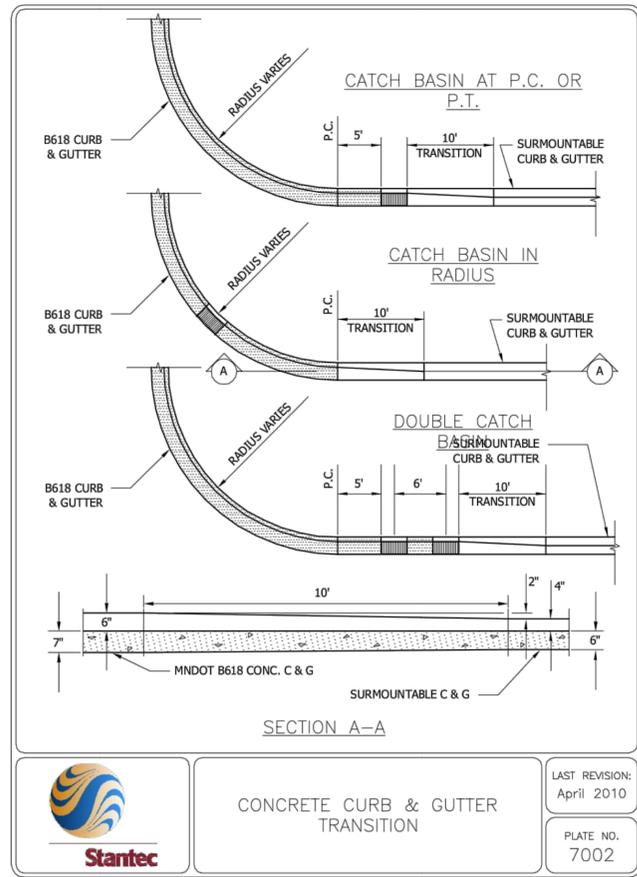
SEWER AND WATER SERVICE CONNECTIONS

LAST REVISION: April 2000
PLATE NO. 6001



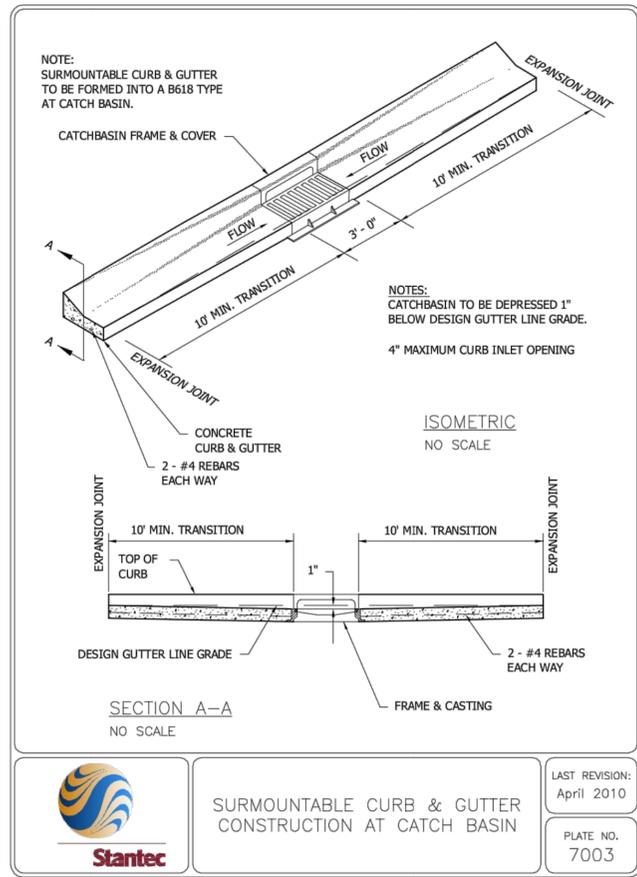
TYPICAL CURB AND GUTTER

LAST REVISION: OCT 1999
PLATE NO. 7001



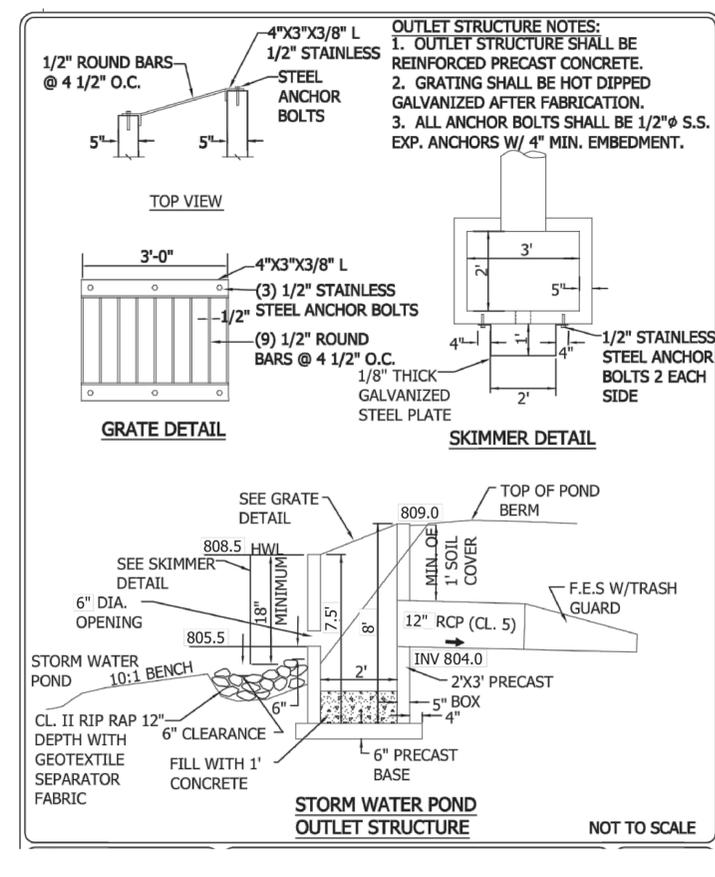
CONCRETE CURB & GUTTER TRANSITION

LAST REVISION: April 2010
PLATE NO. 7002



SURMOUNTABLE CURB & GUTTER CONSTRUCTION AT CATCH BASIN

LAST REVISION: April 2010
PLATE NO. 7003



STORM WATER POND OUTLET STRUCTURE

NOT TO SCALE

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DRAWN:	CHC	
CHECKED BY:	TJC	
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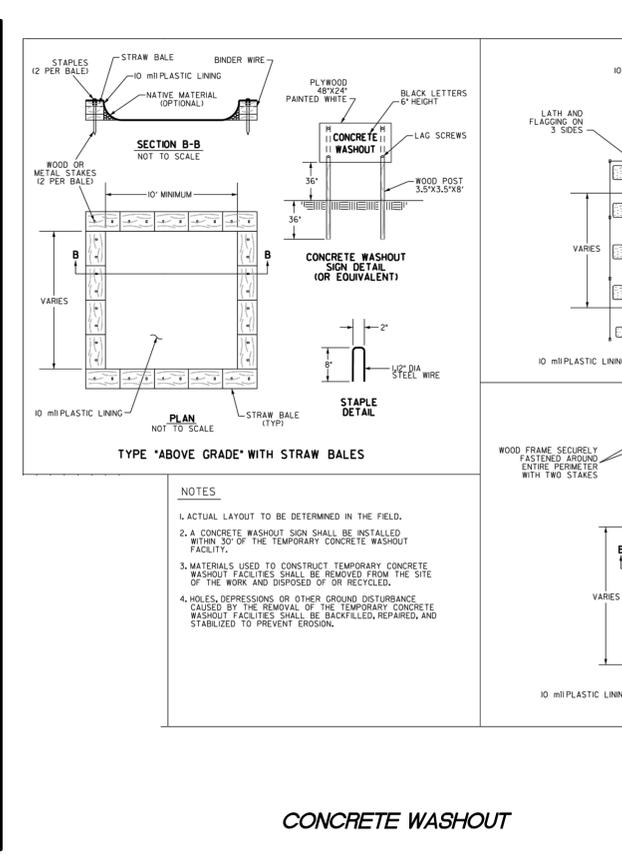
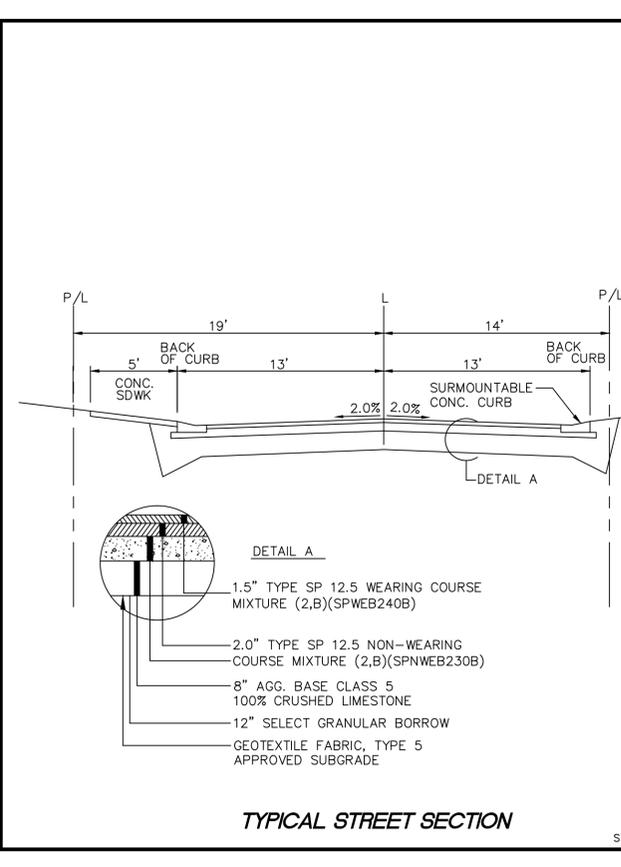
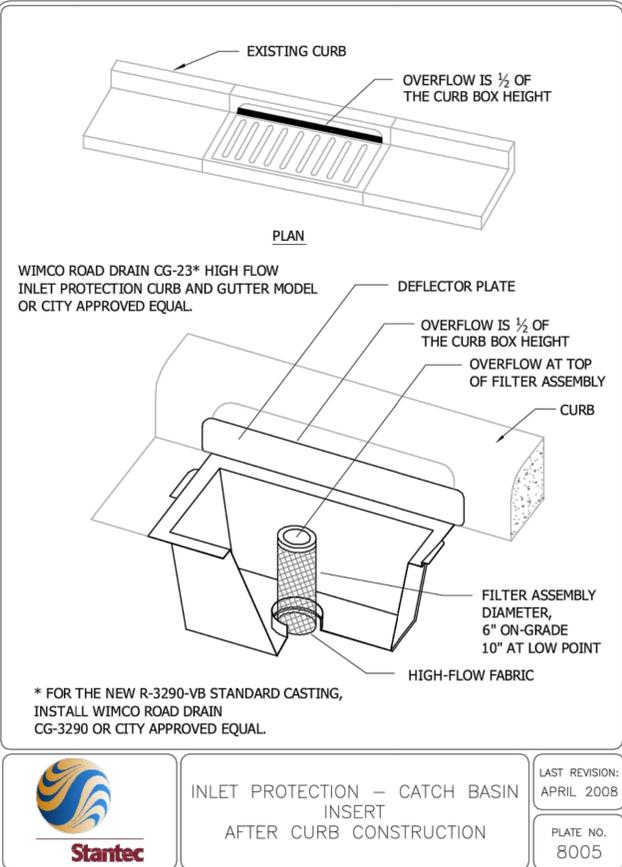
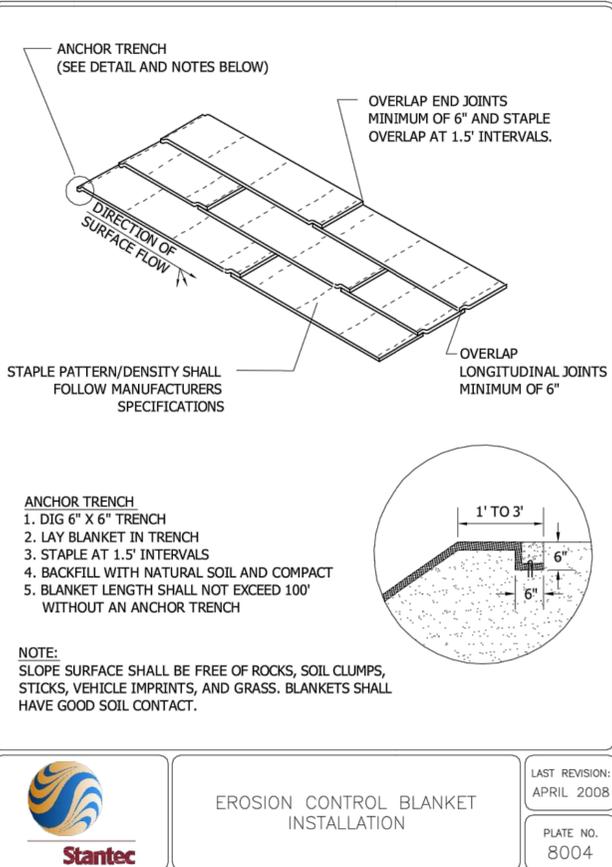
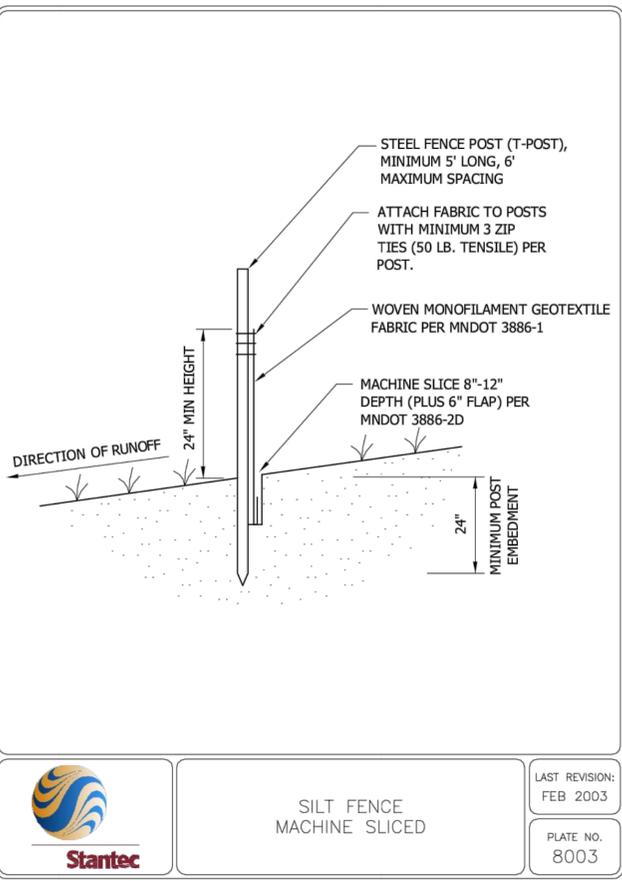
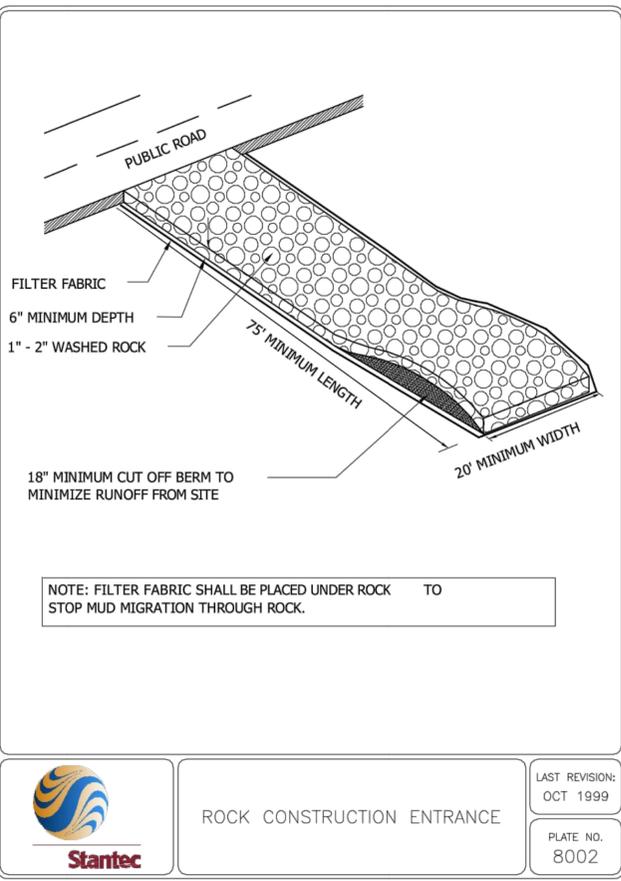
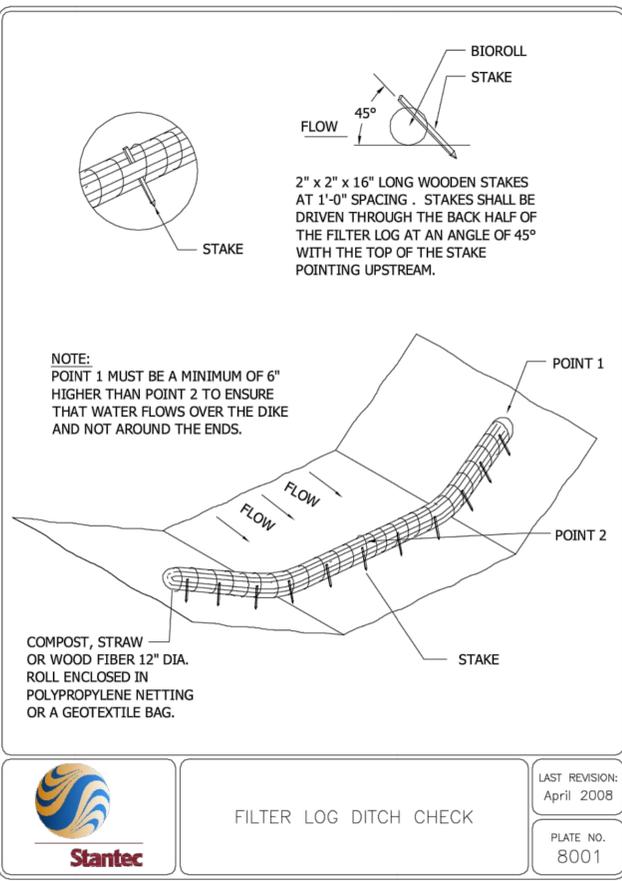
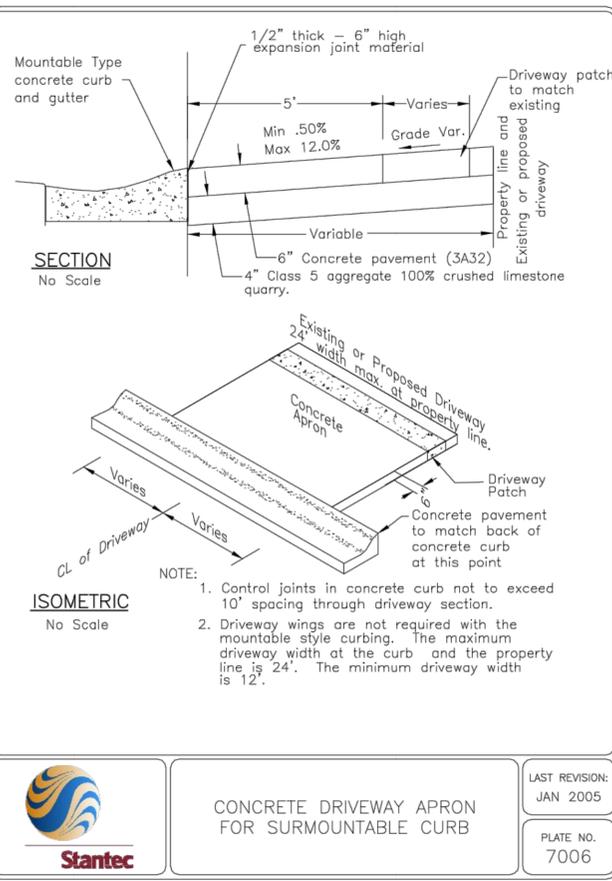
I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED LANDSCAPE ARCHITECT UNDER THE LAWS OF THE STATE OF MINNESOTA.
PRINT NAME: CURT H. CLAEYS
SIGNATURE: *Curt H. Claeys*
DATE: 03/23/2014 LICENSE # 45613

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COMM. NO.	13672	PLOTTED:	
DRAWING NO.	C8		



NO.	DATE	DESCRIPTION OF REVISIONS

DESIGNED: CHC
DRAWN: CHC
CHECKED BY: TJG

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED LANDSCAPE ARCHITECT UNDER THE LAWS OF THE STATE OF MINNESOTA.
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COMM. NO. 13672
DRAWING NO. C9

DETAILS

City of Maple Plain

Subdivision, Rezoning, Preliminary Plat and General Plan Approval Request for A New Eighteen Lot Subdivision to be Known as the Meadows of Maple Plain

To: City Council
From: Mark Kaltsas, City Planner
Meeting Date: June 19, 2014
Applicant: Rose Creek Builders
Owner: Rose Creek Builders
Location: North of Highway 12 Between Boundary and Howard Avenues

Request:

Rose Creek Developers (Owner) requests that the City consider the following action for the property located near the intersection of Howard Avenue and Main Street East (PID No's. 25-118-24-11-0029, 25-118-24-11-0015):

- a. Subdivision of the property into 18 single-family home sites.
- b. Rezoning to Planned Unit Development – Mixed Use
- c. General Plan/Preliminary Plat

Property/Site Information:

The property is located north of Highway 12 and in between Boundary and Howard Avenues. The subject property is accessed via Boundary and Howard Avenues just off of Highway 12. The property is currently vacant open space. The property has the following characteristics:

Property Information: PID No's. 25-118-24-11-0029, 25-118-24-11-0015

Zoning: *MU-G Mixed Use - Gateway*

Comprehensive Plan: *Mixed Use*

Acreage: *3.31 Acres*

Site Aerial



Discussion:

The applicant is seeking preliminary plat approval for an eighteen (18) lot subdivision to be known as the Meadows of Maple Plain. The proposed subdivision would create a new subdivision of single-family lots across three existing properties. The applicant previously approached the City with a sketch plat in January of this year. The City reviewed the sketch plan and offered comments to the applicant. The applicant is now proposing to formally seek approval to subdivide the property into the proposed subdivision. The City has provided the applicant with the necessary steps to move forward with a review of the project.

Comprehensive Plan

The City's comprehensive plan has designated this area as Mixed Use allowing uses such townhomes, commercial and offices to be considered appropriate developments. Conceptual plans created during the updating of the comprehensive plan had shown a possible development scenario for this area as townhomes. It was thought that the townhomes could be a compatible use separating the residential properties to the north and the commercial and highway businesses to the south.

The comprehensive plan identified a housing density range of 5-20 units per acre for the Gateway Mixed Use District. The proposed site is shown as having a total acreage of around 3.3 acres. A development of 18 units would yield a density for the project of just over 5 units per acre, achieving the City's desired density range.

Planned Unit Development (PUD)

The designation of mixed-use was established as part of the comprehensive plan update to provide flexibility in development to best accommodate market trends and needs. The City's zoning districts and design guidelines were then established to ensure City wide uniformity with new development. A Planned Unit Development (PUD) ties the two together by allowing the developer flexibility from the zoning standards in return for incorporating City objectives.

The zoning tool that allows flexibility from standard zoning requirements such as setbacks and building placement is the PUD. A Planned Unit Development is a project developed through negotiating development desires with City goals for a common good. Under a PUD the City could allow flexibility from standard zoning in lieu of a developer providing a public good that the City could not obtain during a normal process, such as added landscaping or amenities.

The PUD does not ignore the standards established within the zoning code but uses them as the base line for all development negotiations. The developer must work from what are the allowed standards and then if they need flexibility to improve the project they must provide justification to allow an alteration from the standard. Thus, in review of a PUD plan the City should first consider how the development would work with the district standards and determine if alterations from those standards improve the project and if they provide a public benefit.

Design Guidelines

The project is subject to the requirements of the design guidelines. Like zoning, the design guidelines will be the base line for reviewing the design elements of the project. Although the City may vary from the design guidelines reasons for the non-conformance should be justified. The design guidelines were established to provide uniformity and connectivity throughout development with the use of similar elements (lights & building materials) plus public paths.

Rezoning

A component of developing as a PUD is that the City must approve the rezoning of the land from Mixed-use to PUD Mixed Use. This identifies that the site was developed under specific requirements different than the zoning district standards.

The PUD process is intended to benefit both the City and developer such that the project is made better by allowing for the PUD. The Planning Commission and City Council should consider the projects ability to meet the intent of the PUD by providing the City with the following benefits:

- Development that complies with the City's Comprehensive Plan

- Allow for the appropriate mixing of land uses that is not currently allowed
- Flexibility in zoning standards (setbacks, height, etc.) for improvements of other amenities beyond the requirements of the city codes
- Create a more efficient approach to land use
- Preserve natural features
- Improve the efficiency of public streets and utilities
- Establish an appropriate transition to surrounding land uses

The applicant is proposing to establish standards for the proposed PUD that depart from the City's current standards. The City will need to determine if the proposed new standards along with the lot configuration, transportation, park and trail system and other aspects of the development satisfy the intent of the PUD provisions. The City has completed a review of the proposed development and provided a list of comments that will need to be addressed by the applicant. The majority of the comments have been addressed by the applicant. The City anticipates that the applicant will address the remaining comments in a revised set of plans which will be subject to an approval by the City Council. In addition to the review comments provided in this report, the City's engineer has prepared a comprehensive review of the development. The review letter is attached to this report. The following comments should be considered by the City in reviewing the request for approval of a PUD.

General Plat

1. The applicant is proposing to construct a new east west street and cul-de-sac to provide access into the development. The streets are proposed to be private and maintained by the homeowners association. The City did recommend that the applicant construct the streets using the City's standards which include placing drain tile along the streets. The developer noted that the City made this recommendation, but has chosen to not include the drain tile in the final design of the streets.
2. The utilities are proposed to be public and constructed in accordance with all applicable City standards.
3. The applicant is proposing to develop a tot lot on Outlot C to satisfy the City's park dedication requirements. The proposed park has been conceptually reviewed by the Park Commission and recommended for approval as a City Park. The Outlot would be deeded to the City as a part of the development agreement and final plat. The developer will install playground equipment as a part of their park dedication requirements. The final park plans will need to be reviewed and approved by the Park Commission and Council prior to installation. The developer has provided the City with an image of the proposed park equipment to be installed in the park area (see attached playground image).

4. Lot standards proposed for the development compare to the underlying zoning as follows:

	<u>Existing</u>	<u>Proposed</u>
Minimum Lot Size:	6,000 SF	4,500 SF
Minimum Lot Width:	100 feet	varies
Front Yard Setback:	5-10 feet	20 feet
Side Yard:	10 feet	5 feet
Corner Side Yard:	20 feet	20 feet
Rear Yard:	20 feet	15 feet
Open Deck Setback:	20 feet	10 feet

A consideration relating to the proposed setbacks is that there will likely have to be a specific designation pertaining to decks. The applicant has provided several house plans which appear to utilize the entire building area shown on the plans. The City will need to consider whether or not an additional setback should be established for decks. The Planning Commission reviewed the deck setback issue and is recommending that the City allow a 10 foot rear yard setback for open decks. This setback will allow open decks to be constructed 5 feet closer to the property line than the principal structure.

Public Facilities

1. The City previously requested that the developer provide an easement along the north property line that would accommodate a future east west trail connection. The applicant has provided a 10' drainage and utility easement. If the City should want to secure this easement for a future trail, then the City will need to ensure that this easement can be used for trail purposes. The Planning Commission reviewed this issue and believes that a future trail will not work well in this location given the limited area between the proposed homes and the property line along with the proposed stormwater infrastructure. The City's future trail plan indicates that there will be a sidewalk/trail along the east side of Howard Avenue. In the future it would be possible to utilize the trail on Howard as a section option for a connection to the regional trail on Main Street East. The Planning Commission did not recommend obtaining a trail easement in this location.
2. The applicant is proposing to construct a 5 foot wide sidewalk along the length of the proposed Oak Street. This will provide pedestrian access to the new park from both Howard Avenue and Boundary Avenue.
3. The proposed stormwater facility will be maintained by the homeowners associate. The City will require a stormwater maintenance agreement covering the proposed stormwater facility.
4. The applicant has proposed to install four street lights within the development in accordance with the City's recommendations. The lights will meet the requirements of the City's design standards.

Landscaping

1. The applicant has prepared a tree preservation plan for the development. The plan provides a calculation of the total caliper inches removed and required to be replaced. The applicant is proposing to remove more than 30% of the total vegetation on the property. The City has a table which stipulates the required replacement planting based on the percentage of existing trees removed. The required number of caliper inches to be replaced for the proposed development is 92.5". The proposed landscaping plan includes 92.5" of new vegetation.
2. In addition to the replacement landscaping shown on the plans, the City asked for additional landscape screening along both the north and south property lines. Given the existing commercial use of the property to the south and the lower density residential to the north, additional buffer landscaping would help to mitigate any adverse impacts while aiding in the transition between land uses. Increased landscaping is one of the criteria which could merit granting a PUD by the City. The City's ordinance requires that any landscaping required as a result of tree replacement should be in addition to all other applicable standards. The applicant has provided additional landscaping along the north and south property lines. The Planning Commission recommended adding additional street trees along both Boundary and Howards Avenues in accordance with the City's Design Standards. The applicant will need to revise the plans to add approximately 6-10 street trees along Boundary and Howard Avenues.

Signage

1. The applicant is proposing a monument sign as a part of the proposed development. The proposed sign is located on Lot 9, Block 1. The final sign design and location will need to meet all applicable criteria of the City' sign ordinance. The applicant will need to submit final plans to the City for final review.

Fire Department

1. Based on the fire departments recommendation, the applicant is proposing to install three new fire hydrants to serve this development. The applicant will need to include the hydrants on the final plans.
2. The applicant will need final approval of the lighting plan specifically relating to the cul-de-sac to ensure that emergency helicopter access is not compromised by the proposed location of the light poles.

Engineering/Storm Water/Utilities

1. See comment letter and developer's responses dated May 23, 2014 and prepared by Dan Boyum, City Engineer.
2. The City is still working with the applicant to provide the final stormwater calculations for the development. The approval of the preliminary plat will be subject to the applicant providing the

calculations and receiving approval from the City. The City will review the requested information to insure that the proposed stormwater pond can meet all applicable City standards.

3. The applicant is working with the Minnehaha Creek Watershed District to obtain the necessary approvals. The City's approval of the preliminary plat will be subject to the applicant receiving all necessary and applicable approvals from MCWD.
4. There is an existing private utility easement in favor of Xcel Energy which runs into this property. There is currently an overhead electric wire located within the easement. The applicant is working with Xcel to relocate the existing electric underground and eliminate or relocate the easement. Approval of the preliminary plat is subject to resolving this easement issue such that it does not interfere with the proposed lot alignment.

The applicant is asking the City to consider approving the rezoning, PUD (general plan) and preliminary plat. The final plat will need to be approved at a future meeting along with the development agreement. There are a few issues/outstanding items that will need to be resolved prior to the final plat being considered. The City allows for the subdivision of property in the MU-G zoning district if all applicable criteria for granting a subdivision are met by the applicant.

Planned Unit Developments allow for flexibility in design and relief from the traditional zoning and subdivision standards. It is the intent of the PUD to encourage creativity in design while meeting the general spirit of the underlying zoning standards. The City will need to determine if the proposed development meets the intent of the PUD as well as the subdivision and zoning requirements established by the City. Should the City Council approve the subdivision, rezoning and preliminary plat and general plan, the City will work with the developer to address all outstanding comments prior to the final plat moving forward to the City Council.

Neighbor Comments:

The City has not received any written or oral comments regarding the proposed subdivision, rezoning and preliminary and final plat.

Planning Commission Discussion:

Planning Commissioners asked questions of staff and the applicant. Commissioners discussed the idea of locating the regional trail along the north property line. Commissioners looked at the City's future trail plans and noted that there will be a future trail/sidewalk along Howard Avenue. Commissioners recommended that the regional trail be routed along Main Street East. Planning Commissioners discussed the idea of a separate deck setback for this development and ultimately recommended a 10 foot setback to provide a reasonable area for decks to be constructed. Commissioners discussed the details relating to the park area and stormwater pond. Commissioners wanted to ensure that the stormwater pond proposed would accommodate the entire drainage area given the low nature of a portion of the property. Commissioners recommended approval of the subdivision, rezoning, preliminary plat and general plan as proposed with findings and conditions.

Recommendation:

The Planning Commission recommended approval of the request for a Subdivision, Rezoning, Preliminary Plat and General Plan with the following findings and conditions:

1. The proposed subdivision, rezoning, preliminary plat and general plan meet all applicable conditions, criteria and restrictions stated in the City of Maple Plain Subdivision and Zoning Ordinance.
2. City Council approval of the Subdivision, Rezoning, Preliminary Plat and General Plan is subject to the following:
 - a) The Applicant shall address all engineering comments as outlined in the engineering review letter from Stantec, dated May 23, 2014.
 1. The applicant will need to provide the City with the requested stormwater calculations and the City will need to review and approve that the proposed stormwater facilities meet all applicable standards.
 2. The applicant will need to resolve the issue relating to the Xcel Energy electric utility easement.
 - b) The Applicant shall make all revisions requested in the staff report, Fire Department, Planning Commission and City Council.
 1. The applicant shall revise the landscape plan to incorporate the requested additional street trees along Howard and Boundary Avenues.
 2. The applicant shall satisfy all requirements of the Fire Department.
 - c) The Applicant shall receive approval and comply with all applicable regulations and conditions prescribed by Minnehaha Creek Watershed District.
 - d) The Applicant shall enter into a development agreement with the City for this development.
 - e) The Applicant shall provide a letter of credit as established by the development agreement for all improvements associated with this development.
 - f) The Applicant shall provide the City with copies of the HOA agreement and covenants, including information related to the maintenance plantings and storm water easements.
 - g) The Applicant shall obtain all necessary City, County, PCA and other regulatory agency approval and permits prior to construction.
3. The Applicant shall pay for all costs associated with the City's review of the subdivision, rezoning

and preliminary plat and general plan.

4. The Applicant shall submit the final plat to the City within 180 days of the preliminary plat approval.

Attachments:

1. Subdivision Development Plans
2. Preliminary Plat
3. Tree Preservation Plan
4. Tree Replacement Plan

To: Mark Kaltsas
City Planner

From: Dan D. Boyum
City Engineer

File: 193801803

Date: May 23, 2014

Response to comments in red by Andy Berenberg PE, Anderson Engineering June 4, 2014

Reference: Proposed Meadows of Maple Plain

We have reviewed the preliminary plat package dated 3/23/14 (plotted 5/5/14) and storm water calculations dated 5/5/14 and have the following comments:

General and Preliminary Plat

1. It is our understanding the street will be private and maintained by homeowners association. Appropriate HOA documents will need to be approved by the City Attorney. **Correct**
2. Utilities – I am not aware if the developer is proposing the sanitary sewer, water main, and storm sewer utilities to be public or private. We recommend utilities serving residential properties be public because of the: **Public utilities**
 - a. complexities for home owners associations related to operations and maintenance of these utilities
 - b. future issues with Infiltration and Inflow, water leaks, hydrant and gate valves not working for a fire, MS4 permit issues, etc.

The City should make a decision if the sanitary sewer, water, and storm sewer will be public or private.

3. Ownership of Outlot A – If the City agrees that the utilities will be public, then the City would need a drainage and utility easement over Outlot A. **Agreed**
4. Tot Lot – If this remains a private lot, then I would defer to the City Attorney and City Planner if this area should become its own Outlot. Right now it is all part of Outlot A. **Separated into its own Outlot**
5. Outlot B – The City has few maintenance responsibilities on existing ponds or basins currently in the City since most are considered private. As discussed in Item No. 2 above, the City should review the private versus public nature of the filtration basin. If it is agreed it will be public, then the City should get a drainage and utility easement over Outlot B. See other comments below related to Outlot B under “Grading and Erosion Control Plan” and “Stormwater Rate Control and Water Quality Design”. **Agreed**
6. Existing electrical easement on Lots 6, Block 1 and Outlot A – The developer should update the City as to whether this existing electrical easement for overhead lines will be vacated and if the utilities will be buried and relocated to platted drainage and utility easements or abandoned. It appears the existing easement will conflict with the building pad on Lot 6, Block 1. **We are researching the easement and will have the issue corrected with the power company**

Reference: Proposed Meadows of Maple Plain

7. Lot 8, Block 1 – The easement should be squared off at the NE corner of the lot since drainage is crossing this area. **Corrected**
8. The bearing along south lot lines of Lot 8 and 9, Block 2 – The preliminary plat shows “05 seconds West” but the description under Parcel 3 shows “04 seconds West”. This should be adjusted and one of them corrected. **Corrected**
9. Street Lights – The developer should confirm the style of street lights they are proposing to provide with the project. The City has design guidelines on street lights, and the street lights used recently on TH 12 and Main Street East meet those guidelines and are installed by the Xcel Energy Street Lighting Division. **Agreed**
10. Street Names – will need to be designated for the final plat. **Corrected**
11. Various permits need to be applied for by the developer (MPCA for sanitary sewer and NPDES, MN Department of Health for water main, Minnehaha Creek for wetland mitigation and other items, etc.). Copy the City and our office on all permit submittals and responses. **Agreed**
12. The developer’s engineer should forward an engineer’s estimate. We will use that information in preparing a letter of credit recommendation for the developer’s agreement. **In progress**

Existing Conditions (Sheet C1)

13. It appears adjacent property owners at the northwest corner of the plat have existing sheds that encroach upon the new development property. These property owners should be contacted about moving these sheds. **Agreed**
14. See Item No. 8 above. **Agreed**

Grading and Erosion Control Plan (Sheet C2)

15. The silt fence location is difficult to see on the grading plan, possibly due to the plat limits. This information should be shown on revisions. **Corrected**
16. A concrete washout area and detail should be shown on the plans. **Corrected**
17. Inlet protection should be shown on all inlets in and adjacent to the development. **Corrected**
18. The legend should be updated to show an inlet protection and erosion control blanket stabilization symbol. **Corrected**
19. A valley gutter should be located along the south curb line of the proposed east/west street, across the cul-de-sac entrance, since the slope in this area is less than 2%. **Corrected**
20. The City has experienced property owner issues with draintile used for rear yard drainage versus storm sewer piping. Thus, draintile in the rear yards of Lots 1-5, Block 1 should be replaced with 12-inch RCP (or HDPE) and shallow beehive catch basins along the north lot lines of Lots 1 through 5. **Corrected**

Reference: Proposed Meadows of Maple Plain

21. The proposed rear yard drainage swale in Block 1, Lots 5-9 should be pushed north within the drainage and utility easement. **Corrected**
22. The proposed pond should have a defined Emergency Overflow (EOF) a minimum of 0.5 feet below the top of berm elevation. The EOF should be armored with rip rap. **Corrected**
23. The City standard for engineered soil in filtration areas is 70% clean sand and 30% MnDOT Grade 2 Organic Leaf Compost. The thickness of the material should be a minimum of 12-inches. The local watershed may have a different requirement, and that can be reviewed with revisions. **Corrected**
24. The proposed draitile installation in the filtration feature should follow the City or Watershed's standard. The City's standard is to have type 1 geotextile fabric wrapped around the coarse filter aggregate; however no sock should be around the draitile itself. **Corrected**
25. The pond slopes are shown greater than 3:1. It is preferred to have a pond with a 4:1 slope and not greater than 3:1 slope. Also, having a maintenance access (generally a minimum of 8 feet wide and at a 10:1 slope) along the side of the proposed pond should be provided. **Corrected**
26. Even though adjacent lots have a 5-foot drainage and utility easement along their lot lines next to the Outlot B basin, keeping the 100-year water elevation of the filtration basin within the outlot property can minimize future property owner concerns about water encroaching on their property. Currently the 100-year elevation goes outside of Outlot B. **Corrected**
27. The developer's engineer should review the flatter rear yard drainage swales on Lot 8 and 9, Block 1. **Corrected**
28. The slopes of the side yard of Lot 9, Block 2 appear to exceed 3:1. **Corrected, added retaining wall note**
29. The preliminary grading on Lot 4 and 7, Block 2 appears to be direct flows to the building pad and should be reviewed by the developer's engineer. **Corrected**
30. The NW corner of the building pad on Lot 6 and 7, Block 2 encroaches on the drainage and utility easement. **Corrected**
31. Some design contours along the SE corner of the plat boundary do not appear to tie into existing contours. **Corrected**
32. The City anticipates some grading is needed within the public right-of-way of Boundary and Howard Avenue. If there is other grading outside of the plat boundaries, the developer will need to get permission from adjacent properties to do this work. At this time it appears there is no proposed grading on adjacent private property. **Agreed**

Stormwater Rate Control and Water Quality Design

33. To prevent the filtration basin clogging up from sediment, additional pre-treatment of stormwater runoff prior to discharging into the proposed filtration basin is recommended (i.e. a sump catch basin is not sufficient). We anticipate the Watershed will comment on this

Reference: Proposed Meadows of Maple Plain

also. Pre-treatment options include a structural treatment device or reconfiguration of the proposed pond to incorporate a sediment basin cell that overflows to a filtration area.

Corrected, the previous pond design was split into a 2 cell system.

34. There are concerns with a stormwater system that relies exclusively on filtration to drain dry. Thus, a pond outlet structure with a small diameter orifice set at an elevation that provides the required filtration volume, but also drains the pond down to a set elevation, should be provided. See the attached outlet structure option, which is a less expensive alternative to a typical round outlet control structure with an internal weir wall. **See note 33**
35. There is limited stormsewer capacity available in the existing Boundary Avenue and MNDOT stormsewer system to accommodate ponded development flows. We recommend the discharge rates from the proposed pond be limited to approximately 7 cfs for the 100-year storm event based on the downstream system. **Calculations to be updated to new design.**
36. The HydroCAD model should include a "summation" node to show the composite proposed discharge rate from the site. **Corrected**
37. The proposed pond outlet configuration in the HydroCAD model should match the pond outlet shown in the plans. **Calculations to be updated to new design.**
38. It appears that the required filtration feature treatment volume calculation reflects all new site impervious (from nodes C and E), but please confirm. **Agreed, yes it does.**
39. A minimum of 2 feet of cover over stormsewer in green space areas should be provided. **Agreed, no areas are known to be less than 2 feet.**

Street and Utility Plan (Sheet C3):

40. The stormsewer segment from CB 207 to CBMH 206 should be shown on the stormsewer profile sheets. **Corrected**
41. Per discussions with the fire chief, a hydrant and valve should be added at the entrance to Boundary and Howard Avenue to meet the fire department's 300' spacing requirement. **There are currently hydrants there, please confirm. This will cause redundant hydrants.**
42. The watermain connection to Howard is being placed along the lot lines between Lot 8 and 9, Block 2. Generally, extending the watermain along the ROW of Howard or in drainage and utility easements along the east side of Lot 9, Block 2 is recommended to avoid future disturbance between these two homes if there are problems with the water line. Also, this new location will work better for placing the hydrant discussed in Item No. 42. **Corrected**
43. The water service to Lot 9, Block 2 will need to adjust if the watermain is rerouted as discussed in Item No. 42 above. **Corrected**
44. All DIP watermain should be changed to PVC, C900. **Corrected**
45. Lower the watermain at Station 4 + 60 so air is not trapped in the line. If a high point is needed in a water line, it should be at a hydrant so air can be released from the main. **Corrected**

Reference: Proposed Meadows of Maple Plain

46. Add a gate valve on the east side of the 8" x 6" tee located at Station +/- 3+40. Public Works should comment if they prefer the three valves in this location to be next to the tee or spread out, close to the ROW of the street. **Corrected**
47. The developer is proposing to test the watermain against the existing valve located at Boundary placed in 2012. **Agreed**
48. Private Street Width – The development is showing a street width of 24' from back of curb to back of curb. We would recommend a 24' width from face of curb to face of curb. **Corrected**
49. Driveway length from curb or sidewalk – it appears the driveways for the townhomes are shown at 20' in length from the building pad to the walk or curb, except for Lot 5, Block 2 which is 18'. Most people will not park right up to the garage door, so with larger vehicles, there may be overhang across the walk or curb if the building is placed on the front edge of the building pad. The developer should comment on whether garages will be set back more than the front building pad on the townhomes. If it is, this would help with this overhang concern and for public safety. **Minimum driveway is 20' plus the recess of the door.**
50. There are no signs restricting parking indicated on either side of the development roadways. We recommend parking be restricted on both sides of the street when street widths are 24' (face to face of curb) to allow for a 20' fire lane. Parking restrictions should be reviewed by Public Safety and the Fire Chief. **Parking will be restricted on the north side of Oak St, and allowed on the south**

Street and Utility Plan (Sheet C4):

51. The stormsewer segment from OCS 211 to the existing manhole tie-in location should be shown on the stormsewer profile sheets. **Corrected**
52. Label watermain size and type (PVC, C900) in the cul-de-sac profile. **Corrected**
53. Cul-de-sac radius – the proposed radius for the cul-de-sac is around 28 to 29 feet, and the cul-de-sac is approximately 150 feet long. This dimension is less than other cul-de-sac radiuses in town that are between 40 and 45 feet. The smaller radius will not allow a standard bus or fire truck to turn around without making a few maneuvers. We recommend this cul-de-sac radius be reviewed by the Fire Chief to see whether this would be acceptable for the proposed shorter length street. **Radius of CDS increased to 31' to back of curb.**
54. The right-of-way on a public street is used for snow storage. On these private streets, the drainage and utility easements will also be used for snow storage since Outlot A is so close to the curb and gutter. The east side of the cul-de-sac street is also close to the property line of the adjacent property. The HOA may need to reduce snow storage along this side of the cul-de-sac if snow storage goes outside of the plat and concerns are raised by the adjacent property owner. **Item open for future discussion.**

Reference: Proposed Meadows of Maple PlainTree Replacement Plan (Sheet L2):

55. When placing trees in the field, make sure the two trees at the intersection with Howard and the one tree along the east side of cul-de-sac intersection stay out of the 20-foot sight triangle. **Agreed, noted.**
56. If the watermain is relocated as discussed in Item No. 42 above, then the tree located between Lots 8 and 9, Block 5 is okay. **Agreed, noted.**
57. Locate trees away from sewer and water service lines. **Agreed, noted.**
58. Depending upon the final maintenance access location for Outlot B, some of the tree locations may need to be adjusted. **Agreed, noted.**

Details (Sheet C8):

59. Based on soil conditions in Maple Plain, the City places draitile when new roads are reconstructed. This draitile also provides a location for sump connections. We understand the streets will be private and will not be maintained by the City; however we still recommend the developer consider placing draitile along the new private streets.
Noted, the developer had declined this option.

STANTEC CONSULTING SERVICES INC.

Dan Boyum
Associate
Phone: (651) 604-4829
Fax: (651) 636-1311
Dan.Boyum@stantec.com

Attachment: Pond Outlet Skimmer Structure Detail

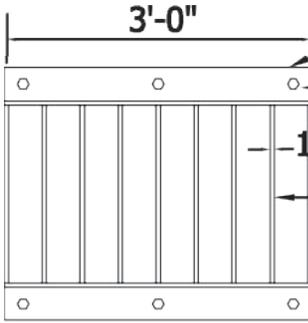
- c. Tessia Melvin, Brent Mickolich, Matt Morris, Maggie McCallum, Dave Eisinger, Gary Kroells, Jeff Carson, Andrew Berenberg, Michael Halley, Minnehaha Creek Watershed, Kellie Schlegel, Ann Dienhart

1/2" ROUND BARS @ 4 1/2" O.C.



4"X3"X3/8" L
1/2" STAINLESS
STEEL ANCHOR BOLTS

TOP VIEW

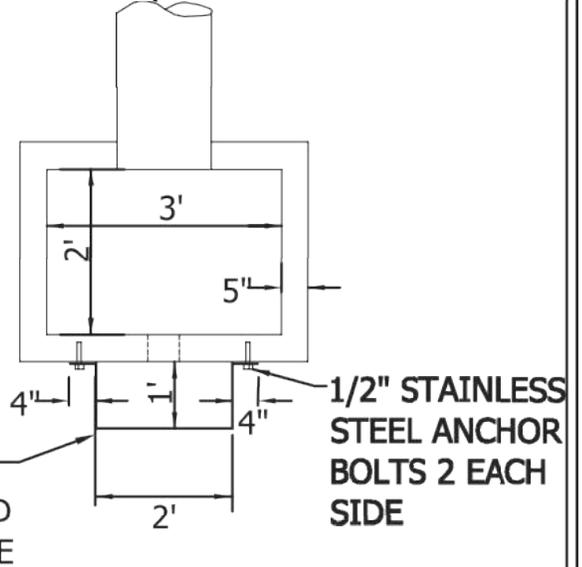


GRATE DETAIL

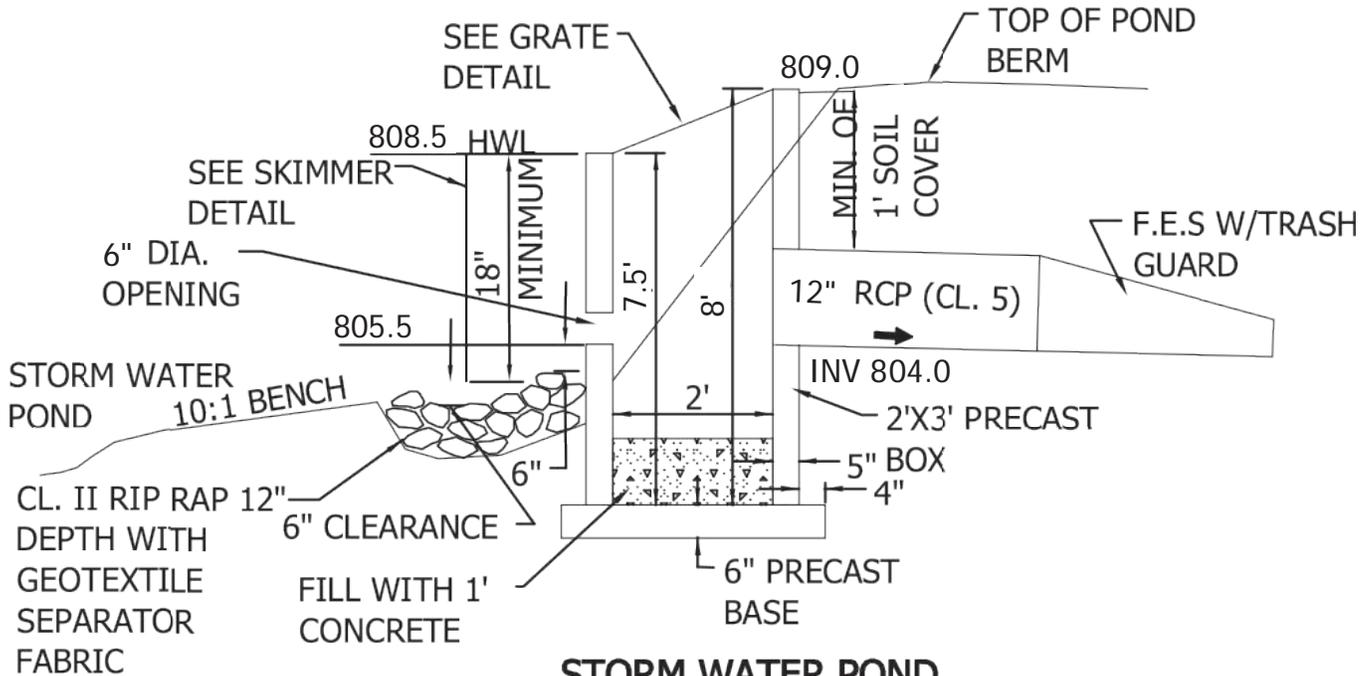
4"X3"X3/8" L
(3) 1/2" STAINLESS
STEEL ANCHOR BOLTS
1/2" ROUND BARS @ 4 1/2" O.C.

1/8" THICK GALVANIZED STEEL PLATE

OUTLET STRUCTURE NOTES:
1. OUTLET STRUCTURE SHALL BE REINFORCED PRECAST CONCRETE.
2. GRATING SHALL BE HOT DIPPED GALVANIZED AFTER FABRICATION.
3. ALL ANCHOR BOLTS SHALL BE 1/2"φ S.S. EXP. ANCHORS W/ 4" MIN. EMBEDMENT.



SKIMMER DETAIL



STORM WATER POND
OUTLET STRUCTURE

NOT TO SCALE



STANDARD DETAILS
POND OUTLET SKIMMER
STRUCTURE

COTTAGE GROVE, MINNESOTA

LAST REVISION:
MARCH 2005

PLATE NO.
STO-29

CITY OF MAPLE PLAIN

RESOLUTION NO. 14-0623-01

**A RESOLUTION APPROVING THE SUBDIVISION, PRELIMINARY PLAT
AND GENERAL PLAN AS REQUESTED BY ROSE CREEK BUILDERS
TO BE KNOWN AS THE MEADOWS OF MAPLE PLAIN**

WHEREAS, the City of Maple Plain (the “City”) is a municipal corporation under the laws of Minnesota; and

WHEREAS, the City adopted a comprehensive plan in 2008 to guide the development of the community; and

WHEREAS, the City has adopted a zoning ordinance and other official controls to assist in implementing the comprehensive plan; and

WHEREAS, Rose Creek Builders (the “Applicant”) submitted a preliminary plat and general plan for the property identified as (PID No’s. 25-118-24-11-0029, 25-118-24-11-0015) (the “Property”); and

WHEREAS, the Property is zoned Mixed Use – Gateway (MU-G); and

WHEREAS the requested subdivision, preliminary plat and general plan meets all requirements, standards and specifications of the City of Maple Plain zoning and subdivision ordinance for property zoned Mixed Use - Gateway; and

WHEREAS the Planning Commission held a public hearing on June 5, 2014 to review the application for subdivision, preliminary plat and general plan, following mailed and published noticed as required by law; and

WHEREAS, the City Council has reviewed all materials submitted by the Applicant; considered the oral and written testimony offered by the applicant and all interested parties; and has now concluded that the application is in compliance with all applicable standards and can be considered for approval.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MAPLE PLAIN, MINNESOTA, that it should and hereby does approve the application by Rose Creek Builders for subdivision, preliminary plat and general plan of THE MEADOWS OF MAPLE PLAIN subdivision per the City’s subdivision and zoning regulations with the following conditions:

1. The proposed subdivision, preliminary plat and general plan meet all applicable conditions, criteria and restrictions stated in the City of Maple Plain Subdivision and Zoning Ordinance.

2. City Council approval of the Subdivision, Preliminary Plat and General Plan is subject to the following:
 - a) The Applicant shall address all engineering comments as outlined in the engineering review letter from Stantec, dated May 23, 2014.
 1. The applicant will need to provide the City with the requested stormwater calculations and the City will need to review and approve that the proposed stormwater facilities meet all applicable standards.
 2. The applicant will need to resolve the issue relating to the Xcel Energy electric utility easement.
 - b) The Applicant shall make all revisions requested in the staff report, Fire Department, Planning Commission and City Council.
 1. The applicant shall revise the landscape plan to incorporate the requested additional street trees along Howard and Boundary Avenues.
 2. The applicant shall satisfy all requirements of the Fire Department.
 - c) The Applicant shall receive approval and comply with all applicable regulations and conditions prescribed by Minnehaha Creek Watershed District.
 - d) The Applicant shall enter into a development agreement with the City for this development.
 - e) The Applicant shall provide a letter of credit as established by the development agreement for all improvements associated with this development.
 - f) The Applicant shall provide the City with copies of the HOA agreement and covenants, including information related to the maintenance plantings and storm water easements.
 - g) The Applicant shall obtain all necessary City, County, PCA and other regulatory agency approval and permits prior to construction.
3. The Applicant shall pay for all costs associated with the City's review of the subdivision, rezoning and preliminary plat and general plan.

The Applicant shall submit the final plat to the City within 180 days of the preliminary plat approval.

This resolution was adopted by the City Council of the City of Maple Plain on this 23rd day of June, 2014, by a vote of ____ ayes and ____ nays.

Roger Hackbarth, Mayor

ATTEST:

Tessia Melvin, City Administrator

(SEAL)

RES. NO. 14-0623-01
Preliminary Plat - The Meadows Subdivision

**CITY OF MAPLE PLAIN
COUNTY OF HENNEPIN
STATE OF MINNESOTA**

**ORDINANCE NO. 276
AMENDING THE CITY OF MAPLE PLAIN
ZONING CODE, INCLUDING ZONING MAPS**

THE CITY OF MAPLE PLAIN DOES ORDAIN:

Section 1. The City of Maple Plain Zoning Code be amended to rezone 3.31 acres of property, (PID No's. 25-118-24-11-0029, 25-118-24-11-0015), from Mixed Use – Gateway (MU-G) to Mixed Use PUD (MUPUD) and legally described as follows:

Parcel 1
Lot 1, Block 1, K-BID ADDITION, according to the recorded plat thereof, Hennepin County, Minnesota

Parcel 2
That part of the Northeast Quarter of the Northeast Quarter, Section 25, Township 118 North, Range 24 West of the 5th Principal Meridian, which lies south of the North 181.5 feet of said Northeast Quarter of the Northeast Quarter, described as follows:

Commencing at the Northwest corner of said Northeast Quarter of the Northeast Quarter; thence South along the west line of said northeast Quarter of the Northeast Quarter, a distance of 363 feet; thence East, parallel with the north line of said Northeast Quarter of the Northeast Quarter a distance of 132 feet; thence North, parallel with said west line a distance of 363 feet to said north line; thence West along said north line a distance of 132 feet to the point of beginning.

Parcel 3
That part of the Northeast Quarter of the Northeast Quarter of Section 25, Township 118 North, Range 24 West of the 5th Principal Meridian described as follows:

Commencing at the Northwest corner of said Northeast Quarter of the Northeast Quarter; thence North 89 degrees 48 minutes 04 seconds East, assumed bearing, along the north line of said Northeast Quarter of the Northeast Quarter a distant of 218.10 feet to the west line of Howard Avenue as described as an easement in Document No. 4772453; thence South 0 degrees 10 minutes 01 seconds West, along said west line a distance of 173.00 feet to the point of beginning of the land to be described; thence South 0 degrees 10 minutes 1 second West, continuing along said west line a distance of 8.11 feet; thence southeasterly continuing along said west line a distance of 109.47 feet along a tangential curve, concave to the east, having a radius of 221.06 feet, and a central angle of 28 degrees 22 minutes 26 seconds; thence southerly continuing along said west line a distance of 69.12 feet along a reverse curve concave to the west having a radius of 161.06 feet, and a central angle of 24 degrees 35 minutes 24 seconds; thence South 86 degrees 23 minutes 24 seconds West a distance of 19.69 feet to a line parallel and 50 feet west of the center line of said Howard Avenue; thence South 0 degrees 10 minutes 1 second West, along said parallel line a distance of 42.47 feet to a line parallel and 396 feet south of said north line of the Northeast Quarter of the Northeast Quarter; thence South 89 degrees 48 minutes 04 seconds West, along the last described parallel line a distance of 112.00 feet to the east line of the west 132 feet of said Northeast Quarter of the Northeast Quarter; thence North 0 degrees 10 minutes 1 second East, along the said east line a distance of 223.00 feet to a line drawn parallel with said north line of the Northeast Quarter of the Northeast Quarter through said point of beginning; thence North 89 degrees 48 minutes 04 seconds East along the last described parallel line a distance of 86.10 feet to said point of beginning.

Hennepin County, Minnesota

Section 2. The City Administrator is hereby directed to amend the City of Maple Plain Zoning Ordinance, including Zoning Maps, in accordance with the foregoing amendment.

Section 3. Effective date. This ordinance shall be and is hereby declared to be in full force and effect after its passage and publication according to law.

Adopted this 23rd day of June, 2014.

Roger Hackbarth, Mayor

ATTEST:

Tessia Melvin, City Administrator

(SEAL)



Agenda Information Memorandum
June 23, 2014 - Maple Plain City Council

8. ADMINISTRATIVE REPORTS
A. MONTHLY REPORT FOR CITY PLANNER

ACTION TO BE CONSIDERED

To receive and accept the monthly report from the City Planner, Mark Kaltsas

FACTS

- See attached.

ATTACHMENTS

Attached on page(s) ____ through ____ is the monthly report from City Planner, Mark Kaltsas

Memorandum

To: City Council

From: Mark Kaltsas, City Planner

CC: Tessia Melvin, City Administrator

Date: June 20, 2014

Re: **Planning Update**

Meetings:

Two staff meetings to review current project updates. - Issues that are currently being discussed include storm water discharge, sign ordinance pertaining to institutional signs, nuisance issues (cut brush and debris, fence location and permitting requirements and utility permitting in the right of way)

Meeting with Rose Creek Builders to review proposed subdivision and comments.

Planning Commission Meeting – Planning Commission reviewed the proposed 18 lot subdivision to be known as the Meadows of Maple Plain

Correspondence:

Staff has had correspondence with various constituents over the course of the last month, including the following:

- Nuisance complaints relating to a newly constructed fence.
- Verizon wireless about updating antennas on current tower.
- Review CUP relating to Collision Corner – Collision Corner is considering an improvement to their site.
- Review of zoning certification for Equipment Sales and Restoration company relating to dealership licensure.
- With the Rose Creek Builders and staff to review the proposed development.
- Letter to resident on Three Oaks relating to nuisance complaints.
- Staff has had correspondence with several residents regarding setbacks, zoning, subdivision and other related planning questions.



Agenda Information Memorandum
June 23, 2014 - Maple Plain City Council

8. ADMINISTRATIVE REPORTS
B. MONTHLY REPORT FOR CITY ENGINEER

ACTION TO BE CONSIDERED

To receive and accept the monthly report from the City Engineer Dan Boyum.

FACTS

- See attached.

ATTACHMENTS

Attached on page(s) ____ through ____ is the monthly report from City Engineer Dan Boyum.

Memo



Annual

To: Honorable Mayor and Council, Staff From: Dan Boyum, City Engineer

File: 193801804

Date: June 19, 2014

Reference: Monthly Engineering Report

The purpose of this update is to provide you with information on various projects and engineering activities from mid-May to date.

City Projects

TH 12 Hawk Crossing

- Punchlist work remaining.

Budd Avenue Sanitary Sewer Improvements

- Discussions with Frontier and Contractor. Frontier will temporarily relocate their lines and place overhead at Main Street East and Budd until contractor is through the area.
- Continued contact and discussions with MnDOT on permit. Permit was received on June 17.
- Contractor is revising his schedule and will update us on timing.
- County mill and overlay paving of Budd and Main Street East is delayed due to weather.

Main Street West and Rainbow Avenue – Utility and Street Improvements

- Coordination with Centerpoint Energy on gas and service relocations.
- Construction survey and inspections.
- Project updates for emails and telephone hotline.
- Respond to various property owner questions.
- Shop drawing review.
- Review change order item associated with washout area by ravine.
- Reviewed haul road access with Contractor, Staff, and Independence. City allowed sand trucking for utility work west of ravine on Three Oaks. Independence does not want truck hauling on gravel portions of Main Street. Contractor indicated they will have to complete utilities on Main Street and then bring in street subcontractor while they are on Rainbow if no haul access can come from the west end.
- Rain has continued on the project resulting in delays and difficult access.

Main Street Sidewalk Improvements

Design with community in mind

Stantec

June 19, 2014

Honorable Mayor and Council, Staff

Page 2 of 2

Reference: Monthly Engineering Report

- Waiting for information from contractor on spauling areas to review.

Meadows of Maple Plain

- Reviewed plat and plans submitted by developer. Attend meetings with developer and their representatives.

Miscellaneous

1. Prepared monthly engineering report.
2. Worked on MS4 Annual meeting and submittals.
3. Met with property owners to discuss Drake drainage concerns.



Agenda Information Memorandum
June 23, 2014 - Maple Plain City Council

8. ADMINISTRATIVE REPORTS
C. NEW CITY WEBSITE

ACTION TO BE CONSIDERED

To receive an update from City Administrator, Tessia Melvin on the new City website page.

FACTS

- The new City website went live on Monday, June 16, 2014.

ATTACHMENTS

None.



Agenda Information Memorandum
 June 23, 2014 Maple Plain City Council

9. OLD BUSINESS

A. MCES 2013 INFLOW & INFILTRATION GRANT REIMBURSEMENT REQUESTS 2

ACTION TO BE CONSIDERED

To receive an update on the inflow and infiltration grant through Metropolitan Council Environmental Services (MCES) and to approve the reimbursement of grant funds to residents with completed I/I projects.

FACTS

- MCES asked the City of Maple Plain to participate in the grant program.
- Maple Plain is one of fifty cities in the metro that are eligible for the grant due to high reported inflow and infiltration.
- The grant allocated \$1,000,000 in funding to private property owner's to assist with I/I repairs. There is currently \$200,000 in funds still available.
- The grant functions off of a "first come, first serve" basis.
- For properties that apply, the MCES grant will cover up to one-third of actual, reasonable and verifiable repair costs, with a maximum of \$2,000 per site.
- Staff sent informational flyers to property owners to garner interest from residents with Inflow & Infiltration issues.
- Staff received 10 applications to from residents seeking grant money to fix I/I issues on their property.
- Nine properties qualified for grant funding.
- MCES has provided the City with \$7,194.53 in grant funds to start to reimburse to residents upon completion of their I/I work.
- Currently, five of the nine residents have completed the work and are seeking reimbursement.
- Four have received reimbursement.
- One resident, Jody Jenkins, has recently completed the I/I work and is seeking reimbursement.

Name	Address	Project Cost	Eligible Project Reimbursement (1/3)
Jody Jenkins	5990 Main Street	\$1,450.00	\$483.33

ATTACHMENTS

Attached on page(s) ____ through ____ is information on the grant, and other applicable information.

Sub-total Sum of Bud/Estimate Amounts	\$24,681.08	Sub-total Average	Sub-totals	\$21,583.58	\$7,194.53
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PROJECT INFORMATION									GRANT INFORMATION					GRANTEE INFORMATION	
City	Owner Name	Building Address	Contractor Name	Contractor Bid/Work Done Date	Copy Included? Y/N	Bid/Estimate Amount	Type of Building SF,MF,C	Type of Work Proposed: Service Line Repair Service Line Replacement Foundation Drain Disconnect	Approved? Y/N	Approved Amount	Reason if denied	Grant Amount	In Initial Grant Agreement Y/N	Grant Agreement Number	Grantee City
Maple Plain	Beck, David	1475 Halgren Rd, Maple Plain, 55359	J. Reed Excavating	18-Jun-2012	Y	\$3,097.50	SF	Service Line Replacement	N	\$0.00		\$0.00	Y	SG2014-003	Maple Plain
Maple Plain	Altendorf, Jacob	1500 Halgren Rd, Maple Plain, 55359	Volkenant Inc.	26-Sep-2013	Y	\$3,390.00	SF	Service Line Replacement	Y	\$3,390.00		\$1,130.00	Y	SG2014-003	Maple Plain
Maple Plain	Shelp, John	1666 Howard Ave.	Brian Clark Westonka Sewer & W	2-Dec-2013	Y	\$1,550.00	SF	Service Line Repair	Y	\$1,550.00		\$516.67	Y	SG2014-003	Maple Plain
Maple Plain	Heinzer, Judd	1739 Baker Park Rd., Maple Plain, 5535	Ouverson Sewer & Water	6-Dec-2013	Y	\$1,200.00	SF	Service Line Repair	Y	\$1,200.00		\$400.00	Y	SG2014-003	Maple Plain
Maple Plain	Fix, Scott	5120 Main St, E.	Ouverson Sewer & Water	9-Oct-2013	Y	\$3,165.00	SF	Service Line Replacement	Y	\$3,165.00		\$1,055.00	Y	SG2014-003	Maple Plain
Maple Plain	Gehry, James	5340 Main St.	Ouverson Sewer & Water	6-Dec-2013	Y	\$2,500.00	SF	Service Line Repair	Y	\$2,500.00		\$833.33	Y	SG2014-003	Maple Plain
Maple Plain	Beck, Peter	5536 Main St. W.	Ouverson Sewer & Water	17-May-2013	Y	\$2,650.00	SF	Service Line Repair	Y	\$2,650.00		\$883.33	Y	SG2014-003	Maple Plain
Maple Plain	Jenkins, Jody	5990 Main St.	Ouverson Sewer & Water	6-Dec-2013	Y	\$1,450.00	SF	Service Line Repair	Y	\$1,450.00		\$483.33	Y	SG2014-003	Maple Plain
Maple Plain	Martin, LeighAnn	5770 Main St. W.	Steve Dahlman	5-Sep-2013	Y	\$2,778.58	SF	Service Line Repair	Y	\$2,778.58		\$926.19	Y	SG2014-003	Maple Plain
Maple Plain	Kelly, Matt	1739 Howard Ave.	Ouverson Sewer & Water	3-Oct-2013	Y	\$2,900.00	SF	Service Line Repair	Y	\$2,900.00		\$966.67	Y	SG2014-003	Maple Plain

PROPERTY OWNERS: Need help repairing a leaky sewer pipe or disconnecting a foundation drain?



MCES AND YOUR CITY ARE WORKING TO REDUCE I/I

Metropolitan Council Environmental Services (MCES) has measured excessive flow of clear water (also called inflow and infiltration, or I/I) into the regional sanitary sewer system from your city.

Clear water gets into sanitary sewers in several ways. Two common private sources are aging, leaky service laterals that run from houses and other buildings to the street sewer pipe, and foundation drains that are connected to the sewer system.

It's an environmental problem. I/I can cause sewage back-ups into homes or spills into the environment. And once the clear water gets into the sewer, it will be treated, discharged into a river, and lost to Minnesota instead of infiltrating into our groundwater aquifers for use by future generations.

It's a costly problem, too. Property owners, through their municipal utility bills, pay for the unnecessary treatment of this clear water, which takes up expensive capacity in sewer pipes and treatment plants.

Your city is working to reduce I/I in your local sewer system. Your property may have been inspected already, with the result that you need to make repairs. Or an inspection may be in your future.

GRANTS ARE AVAILABLE TO DEFRAY THE COST

The 2013 Minnesota Legislature appropriated \$1,000,000 in Clean Water Fund monies to help property owners make certain repairs to reduce I/I. MCES is passing 100% of that funding on to cities, which are also passing it on to property owners. Cities are administering the grant program.



ELIGIBLE REPAIRS

Repairs eligible for a grant include:

- Rehabilitation or replacement of any sewer service lateral between the first cleanout inside the building to the connection to the municipally owned trunk or lateral sewer system.
- Disconnection of foundation drains.

In order to qualify for reimbursement, the service line or foundation drain must be active and serving an occupied building. All replacements and repairs must be made with materials and methods consistent with city and state codes.

ELIGIBLE COSTS

MCES grants will cover **one-third of actual, reasonable and verifiable repair costs, with a maximum of \$2,000 per site.** Eligible costs include:

Out-of-pocket repair costs. **No owner labor costs are eligible.**

- Inspection costs are eligible **ONLY** if the service line inspection results in eligible repairs.
- Expenses incurred for work inspected no earlier than July 1, 2013.

FOR MORE INFORMATION

Each city's program may be a little different, so it is best to contact your city for more information about the application process.

Visit www.metrocouncil.org to learn more about inflow and infiltration, as well as the Council's award-winning regional wastewater system.



HOW THE GRANT PROCESS WORKS

1. Call your city or check their website for a grant application. At a minimum, you will be asked to supply this information:
 - Owner name and building address
 - Type of building (single family, multi-family, commercial)
 - Date and copy of contractor bid/estimate
 - Type of work proposed
2. Cities will compile applications and submit them to MCES monthly. MCES will review the technical details and approve grants by applicant. Grant applications may take several weeks to be reviewed and processed.
3. Your city will notify you of a grant decision and maximum award amount.
4. When the work is complete, you submit receipts to your city to get reimbursed.
5. Your city will submit information to MCES certifying that the work for each grant was done and that auditable records are in hand.
6. Talk to your city about how and when they will reimburse you.



Agenda Information Memorandum
June 23, 2014 - Maple Plain City Council

10. NEW BUSINESS
A. DISCOVERY CENTER LEASE

ACTION TO BE CONSIDERED

Approve a lease between the Discovery Center and the City of Maple Plain to rent space for City Hall beginning October 1, 2014.

FACTS

- The City began a site assessment in November 2013 with Wenck Construction & Remediation Inc.
- Wenck staff proposed the following options:
 - Rent space at the Discovery Center for 5 years at \$31,000 per year. This includes all expenses, custodial and tenant improvement costs. Currently the City pays about \$15,000 in building costs.
- New City Hall at the Fire Station for \$584,000-\$687,000.
- City Hall addition to Fire Station for \$685,000.
- The City has hired a Commercial Broker.

ATTACHMENTS

Attached on page(s) ____ through ____ is the lease agreement.

Lease Agreement

This LEASE AGREEMENT (hereinafter referred to as the "Lease") is by and between Independent School District No. 278, Orono ("Landlord"), and the City of Maple Plain ("Tenant").

1. **PREMISES AND POSSESSION.** The Landlord hereby leases to the Tenant and the Tenant hereby takes from the Landlord, for the Term and upon the conditions hereinafter provided, the Premises consisting of **City Office Space and Council Chambers** ("Premises").
2. **TERM.** This lease shall begin on the **1st day of October , 2014, and end on the last day of October, 2019**, unless sooner terminated as provided herein, subject to the terms and conditions set forth below.
3. **LEASEHOLD IMPROVEMENTS.** Tenant is taking the Premises and accepting the condition of the Premises "AS IS" and Landlord is under no obligation to make any structural or other alterations, decoration, additions or improvements. Tenant shall not make, and shall not commence, any improvement that has not been previously approved in writing by the Landlord. If any improvement is made or commenced without the Landlord's consent, and the Landlord does not give subsequent approval thereof, the Tenant shall, upon receiving written notice from the Landlord, restore that portion of the Premises affected by the improvement to its preexisting condition at Tenant's expense. Tenant shall be responsible for construction of a separate entrance to the leased premises per plans approved by Landlord.
4. **BASE RENT.** The Tenant agrees to pay to the Landlord, without demand, annual Base Rent in the amount of **Thirty-one thousand four hundred fifty-five Dollars (\$31,455)**, payable in monthly installments of **two thousand six hundred twenty-one Dollars and twenty five cents (\$2,261.25)**. **Each October 1 of the next four years (2015, 2016, 2017, 2018) rent shall increase 2.0% from the original year's base.**
 - a. **Due Date.** All monthly installments of Base Rent shall be payable in advance on or before the first day of each calendar month during the Term. In the event any fractional months occur during the Term, the Tenant shall pay Base Rent on a pro rata basis calculated on the ratio of the actual number of days the Tenant is in possession to the total days in the month in question. The Base Rent and Operating Costs are sometimes here in collectively referred to as the rent.
 - b. **Independent Covenant.** Tenant's obligation to pay the Base Rent, Operating Costs and other amounts due under this Lease is an independent covenant, and is

and shall not be subject to any abatement, deduction, counterclaim, reduction, set-off or defense of any kind whatsoever. The covenants and obligations of Landlord under this Lease are dependent upon the performance by Tenant of all of its covenants and obligations hereunder.

- 5. SECURITY DEPOSIT.** One month's rent.
- 6. OPERATING COSTS AND UTILITIES.** Landlord shall provide gas, electric, water, sewer, and routine trash removal. Tenant shall be responsible for its own telephone, cable, and internet services.
- 7. TENANT'S SIGNAGE.** Any signage, displays, or graphics of any nature whatsoever relative to the business conducted on the Premises, whether located on the Premises, in the Premises, or elsewhere, as well as all other portions of the Premises that may be observed from outside of the Premises, shall be provided at the expense of the Tenant, but shall be subject, however, to the written approval of the Landlord, which approval shall not be unreasonably withheld. As to any signage which Tenant proposes to implement after the date of execution of this Lease, the Tenant shall submit to the Landlord the plans, for the Landlord's approval, for any such signage, displays, or graphics prior to their implementation. If the Landlord's approval is obtained, the Tenant may not thereafter modify the same without again obtaining the Landlord's approval. This provision shall specifically apply to such signage, display, or graphics placed in any window of the Premises, or elsewhere in the Premises, which may be seen from outside the Premises. All signage in place at the time this Lease is executed is specifically approved.
- 8. TENANT'S ADDITIONAL WARRANTIES.** In addition to any warranties or covenants made or to be kept by the Tenant pursuant to any other provision contained elsewhere herein, the Tenant hereby agrees:
 - a. To not commit any nuisance or waste on the Premises or Premises, throw foreign substances in plumbing facilities, or waste the services, if any, furnished by the Landlord;
 - b. To not place any items in or otherwise obstruct entries, halls, stairways, sidewalks, or other Common Areas, and not use the same for anything other than their intended purpose;
 - c. To pay when due all installments of rent, and to comply with any and all of the Tenant's other covenants and agreements contained in this Lease;
 - d. To store all trash and garbage and make the same available for regular pick-up;
 - e. To conduct its business at all times in good faith, and in a high grade and reputable manner.

9. LANDLORD'S RIGHT TO FIX OR REPAIR. If the Tenant shall fail to keep and preserve the Premises in the state of condition required by any provision of this Lease, the Landlord may, at its option, provide Tenant with written notice of such failure as provided here in. If the condition specified in any such notice shall continue for a period of ten (10) days after the date of the notice, Landlord may, at its option, put or cause the same to be put in the required condition and state of repair without liability to Tenant for any loss or damage that may accrue to Tenant's property or business by reason thereof. In such case, the Tenant, on demand, shall pay as additional rent, the cost thereof together with interest thereon from the date paid.

10. USE. Subject to the Tenant's ability and obligation to obtain all necessary governmental approvals and permits, the Tenant may use and occupy the Premises for use as a City Hall. Landlord disclaims any warranty that the Premises are suitable for Tenant's use and Tenant acknowledges that it has had a full opportunity to make its own determination in this regard.

a. Compliance With Laws. The Tenant further warrants that it will not commit or permit any act to be performed, or any omission to occur on the Premises or Premises that will be in violation of any present or future law, ordinance, regulation or order of any governmental unit having jurisdiction over the Premises or Premises. This section shall specifically apply to the conformance with all health, safety, and building codes as the same may relate to any equipment or fixtures on the Premises or to any other aspect of the operation of the Tenant's business.

b. Common Areas. In addition to use of the Premises, Tenant shall have use of the following Common Areas:

Gymnasium and Cafeteria by arrangement with District building site manager.

Landlord would ask for similar consideration from tenant to use when available and permitted by the City use of Council Chamber and conference room space.

11. MAINTENANCE AND REPAIR. The Landlord shall maintain the foundations, exterior walls (except plate glass or other breakable material used in structural portions which shall be the responsibility of the Tenant as to that portion of such plate glass or other structural materials that may be located within or form part of the boundary of the Premises) and roof of the Premises in good repair, ordinary wear and tear excepted, unless the need for any such repair or replacement is directly or indirectly attributable to or results from activity being conducted within the Premises, or is necessary to accommodate Tenant's operations, or becomes necessary by reason of the negligence of

the Tenant, its agents, servants, employees, or anyone else for whose acts the Tenant is responsible. The costs of routine maintenance and repair of the Premises shall be paid directly by the Tenant.

- a. **Tenant's Maintenance Obligations.** The Tenant, at its own expense, shall maintain the Premises at all times in as good condition and repair of equal quality with the original work and condition, ordinary wear and tear excepted, and in a clean, sanitary, and safe condition in accordance with all applicable laws, ordinances, and regulations; including, without limitation, all plumbing, sewage, ventilating, and electrical systems serving the Premises, doors, windows, floors and floor coverings, interior walls and all interior painting and decorating, and all equipment, facilities, fixtures, and appurtenances. The Tenant shall permit no waste, damage, or injury to the Premises. If the Tenant refuses or neglects to commence necessary repairs within a reasonable period (no longer than ten (10) consecutive days) after written request, or does not adequately complete such repairs within a reasonable period (no longer than ten (10) consecutive days) after written request, or does not adequately complete such repairs within a reasonable time thereafter, the Landlord may make the repairs without liability to the Tenant for any loss or damage that may occur to the Tenant's stock or business by reason thereof, and if the Landlord makes such repairs, the Tenant shall pay to the Landlord amount so paid by the Landlord and/or all costs and expenses incurred by the Landlord in making the above maintenance or repair, including reasonable attorneys' fees, shall be deemed to be additional rent for the Premises and shall be due and payable by the Tenant to the Landlord on demand.
- b. **Glass Windows.** The Tenant shall replace, forthwith, any cracked or broken glass with glass of the same quality, including plate glass or glass and other breakable materials used in structural portions in any interior or exterior windows and doors in the Premises. If not covered by insurance, the Tenant shall bear the expense of any such glass replacement directly.

12. LANDLORD'S RIGHT OF ACCESS. The Landlord, its employees, and agents shall have the right to enter the Premises at all reasonable times for the purpose of inspecting, cleaning, or repairing the Premises, or any portion thereof, or to exhibit the Premises to prospective tenants, purchasers, or others the Landlord may deem appropriate. Specifically, the Landlord, its employees, or agents shall also be permitted to install on or through the Premises conduits or other utility lines or services as the Landlord may deem necessary or appropriate.

13. ALTERATIONS. Tenant shall not make any alterations, additions, or improvements in or to the Premises, or add, disturb, or in any way change any plumbing or wiring therein without the written consent of the Landlord as to the character and detailed plans of the

alteration, addition, or improvement to be made, the manner of doing the work, the appropriate indemnifications for the Landlord, the persons to do the work, the providing of the costs therefor, the returning of the Premises to the condition in which they were at the commencement (if required by the Landlord), and other requirements or assurances that may be required by the Landlord.

14. ASSIGNMENT OR SUBLETTING. Tenant will not assign, transfer, mortgage or encumber this Lease or sublet or rent or permit occupancy or use of the Premises, or any part thereof by any third party; nor shall any assignment or transfer of this Lease be effectuated by operation of law or otherwise, (any of the foregoing being hereinafter referred to as an "Assignment") without in each such case obtaining the prior written consent of Landlord. The consent by Landlord to any Assignment shall not be construed as a waiver or release of Tenant from the terms of any covenant or obligation under this Lease, nor shall the collection or acceptance of rent from any transferee under an Assignment constitute an acceptance of the Assignment or a waiver or release of Tenant or any transferee of any covenant or obligation contained in this Lease, nor shall any Assignment be construed to relieve Tenant from the requirement of obtaining the consent in writing of Landlord to any further Assignment.

15. FIRE OR OTHER CASUALTY. If fire or other casualty shall render the Premises untenable for a period in excess of ninety (90) days, either party shall have the right to terminate this Lease forthwith, in which case all rent owed to the Landlord shall be calculated and paid to the Landlord within ten (10) days of the Landlord's request therefor and any prepayments of rent shall be credited against the rent owed to the Landlord. If the Premises can be restored to a tenable condition within ninety (90) days from the date of such event, then, at the Landlord's option, by notice in writing to the Tenant, mailed within thirty (30) days after such event, this Lease shall remain in full force and effect, with the exception that the Base Rent for the period during which the Premises were untenable shall be abated pro rata.

16. CONDEMNATION: EMINENT DOMAIN. If the whole of the Premises shall be taken by any public authority under the power or threat of eminent domain, then the Term of this Lease shall cease as of the day possession shall be taken by such public authority, and the rent shall be paid up to that date with a proportionate refund by Landlord of such rent as may have been paid in advance, if any. If a portion of the Premises shall be taken by any public authority under the power or threat of eminent domain, the Base Rent shall be abated pro rate based on the percentage of square footage taken.

17. SURRENDER AND TREATMENT OF IMPROVEMENTS. On the last day of the Term or on the sooner termination thereof, the Tenant shall peaceably surrender the

Premises in the condition required of the Tenant and consistent with the Tenant's duty to make alterations, modifications, or repairs pursuant to this Lease. All permanent alterations, additions, improvements and fixtures, other than trade fixtures, that may be made or installed by either of the parties hereto on the Premises shall, at the time of such installation, become the property of the Landlord and shall remain on and be surrendered with the Premises as a part thereof, without damage or injury and without compensation or credit to the Tenant unless the Landlord, at its option, requires the removal of any such alterations, additions, improvements, or fixtures. All nonpermanent alterations, additions, improvements, and fixtures that may be made or installed by the Tenant on the Premises shall remain at all times the property of the Tenant and shall be removed by the Tenant on termination of this Lease.

- a. **Designation by Landlord.** At the time the Tenant applies for the Landlord's written consent to any alterations, additions, improvements, and fixtures, the Landlord shall determine, in its reasonable discretion, which are to be deemed permanent and which are nonpermanent for purposes hereof, provided, however, that failure of the Landlord to do so shall not be deemed a waiver of its right to do so at a later time, or of any of its other rights with respect thereto pursuant to statute or common law.
- b. **Tenant's Failure to Surrender.** If the Premises are not surrendered at the end of the Term or sooner termination thereof, the Tenant shall indemnify the Landlord against any loss or liability from delay by the Tenant in so surrendering the Premises, including, without limitation, claims made by any succeeding Tenant founded on such delay. The Tenant shall promptly surrender all keys for the Premises to the Landlord at the place then fixed for payment of rent and shall inform the Landlord of combinations on any locks and safes on the Premises.
- c. **Holding over.** In the event that the Tenant, with the Landlord's express permission, remains in possession of the Premises after the expiration of its Lease without the execution of a new Lease, it shall be deemed to be occupying the Premises as a tenant from month-to-month, subject to all the conditions and provisions of this Lease, insofar as the same can be applicable to a month-to-month tenancy, except that the Base Rent shall be double the amount stated herein.

18. DEFAULT. The following shall constitute an "Event of Default" under the terms of this Lease:

- a. If the Tenant shall fail to timely pay, when due, any rent or other sums due under this Lease, and any such rent or other sums shall remain unpaid for five (5) days after the same becomes due;
- b. If the Tenant shall fail to observe or perform any of the covenants, terms or conditions of this Lease;

- c. The existence of any collusion, fraud, dishonesty or bad faith by or with the acquiescence of the Tenant, which in any way relates to or affects this Lease or the Premises;
- d. If at any time any material representation, statement, report or certificate made now or hereafter by the Tenant is not true and correct, or if at any time any statement or representation made by the Tenant is not true and correct, and such representation, statement, report or certificate is not corrected within ten (10) days after written notice thereof;
- e. If all or a substantial part of the assets of the Tenant are attached, seized, subjected to a writ or distress warrant, or are levied upon, unless such attachment, seizure, writ, warrant or levy is vacated within thirty (30) days;
- f. If the Tenant is enjoined, restrained or in any way prevented by court order from performing any of its obligations hereunder or conducting all or a substantial part of its business affairs; or if a proceeding seeking such relief is not dismissed within thirty (30) days of being filed or commenced;
- g. If a notice of lien, levy or assessment is filed of record with respect to all or any part of the property of the Tenant by the United States, or any other governmental authority, unless contestable and actually and diligently contested in accordance herewith;
- h. If the Tenant shall file a voluntary petition for bankruptcy or for arrangement, reorganization or other relief under any chapter of the Federal Bankruptcy Code or any similar law, state or federal, now or hereafter in effect;
- i. If the Tenant shall file an answer or other pleading or any proceeding admitting insolvency, bankruptcy, or inability to pay its debts as they mature;
- j. If, within thirty (30) days after the filing against it of any involuntary proceedings under the Federal Bankruptcy Code or similar law, state or federal, now or hereafter in effect, the Tenant shall fail to have such proceeding vacated;
- k. If the Tenant shall fail to vacate, within thirty (30) days following the entry thereof, any order appointing a receiver, trustee or liquidator for it or all or a major part of its property, either on or off the Premises;
- l. If the Tenant shall be adjudicated as bankrupt;
- m. If the Tenant shall make an assignment for the benefit of creditors or shall admit in writing its inability to pay its debts generally as they become due or shall consent to the appointment of a receiver or trustee or liquidator of all or the major part of its property, or the Premises;
- n. If the Tenant shall die, or shall be judicially declared to be incompetent if a natural person, or if such Tenant is a firm, partnership, or corporation, be dissolved, terminated or merged, except as the same shall constitute an Assignment pursuant to Section 13 hereof to which the Landlord gives consent;

- o. If the Tenant shall sell, convey, transfer or assign all or a major portion of its inventory, fixtures or other personal property, either on or off the Premises, without replacing same with comparable equivalents within thirty (30) days;
 - p. If the Tenant shall sell, convey, transfer or assign any of the Tenant's rights, title, or interest in the Premises or this Lease, unless with the consent of Landlord in accordance with Section 13 hereof;
 - q. If the Tenant abandons the Premises before the end of the Term;
 - r. If the Tenant shall, at any time during the Term of this Lease, fail to carry in full force and effect any of the insurance coverage required by Paragraph 20 of this Lease.
- I. **Default -Nonpayment of Rent.** If any installment of rent is not paid by Tenant within four days of the date when due (e.g., if Base Rent is not paid by the fifth day of a month): (i) a one-time late charge in the amount of one hundred dollars (\$100.00) shall become immediately due and payable as compensation to Landlord for administrative costs; and (ii) the unpaid balance due Landlord shall bear interest at the Interest Rate from the date such installment became due and payable to the date of payment thereof by Tenant, and such late charge(s) and interest shall constitute additional rent hereunder which shall be immediately due and payable. The "Interest Rate" as used herein means the lesser of: the maximum rate permitted by law; and eighteen percent (18%) per annum.
- II. **Waiver.** No payment by Tenant or receipt by Landlord of a lesser amount than the monthly installments of rent herein stipulated shall be deemed to be other than on account of the earliest stipulated rent nor shall any endorsement or statement on any check or letter accompanying a check for payment of rent be deemed an accord and satisfaction, nor shall acceptance of rent with knowledge of breach constitute a waiver of the breach, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such rent, to terminate this Lease, to repossess the Premises or to pursue any other remedy provided in this Lease. No re-entry by Landlord, and no acceptance by Landlord of keys from Tenant shall be considered an acceptance of a surrender of the Lease.
- III. **Remedies.** Upon the occurrence of any Event of Default, the Landlord shall have any one or more of the following remedies:
- a. The Landlord may immediately terminate this Lease by notice to the Tenant. Upon such termination by the Landlord, the Tenant will at once surrender possession of the Premises to the Landlord and remove all of the Tenant's effects therefrom; and the Landlord may forthwith re-enter the Premises and repossess itself thereof, and remove all persons and effects therefrom using

such force as may be necessary without being guilty of trespass, forcible entry or detainer or other tort.

- b. Enter upon and take possession of the Premises by picking or changing the locks if necessary, and lock out, expel or remove the Tenant or any other person who may be occupying the Premises or any part thereof, by force if necessary, without being liable for prosecution or any claim for damages therefor, with or without having terminated this Lease;
- c. Landlord may enter upon the Premises by force if necessary without being liable for prosecution or any claim for damages therefor, and remedy such default for the account and at the expense of the Tenant without thereby waiving such default, and the Tenant further agrees that the Landlord shall not be liable for any damages resulting to the Tenant from such action;
- d. Whether or not this Lease has been terminated, Landlord may, but shall not be obligated to, attempt to relet the Premises for the account of Tenant in the name of Landlord or otherwise, for such term or terms (which may be greater or less than the period which would otherwise have constituted the balance of the Term) and for such terms (which may include concessions or free rent) and for such uses as Landlord, in its uncontrolled discretion, may determine, and may collect and receive the rent therefor.
- e. No termination of this Lease pursuant to Subsection (a) or repossession of the Premises pursuant to Subsection (b) shall relieve Tenant of its liabilities and obligations under this Lease, all of which shall survive any such termination or repossession. In the event of any such termination or repossession, whether or not the Premises shall have been relet, Tenant shall pay to Landlord the Base Rent, Operating Costs, and other sums and charges to be paid by Tenant up to the time of such termination or repossession, and thereafter Tenant, until the end of what would have been the Term in the absence of such termination or repossession, shall pay to Landlord, as and for liquidated and agreed current damages for Tenant's default, the equivalent of the amount of the Base Rent, Operating Costs, and such other sums and charges which would be payable under this Lease by Tenant if this Lease were still in effect, less the net proceeds, if any, of any reletting effected pursuant to the provisions of Subsection (d) after deducting all of Landlord's expenses in connection with such reletting, including, without limitation, all repossession costs, brokerage and management commissions, operating expenses, legal expenses, attorneys' fees, alteration costs, and expenses of preparation for such reletting. Tenant shall pay such current damages to Landlord monthly on the days on which the Base Rent would have been payable under this Lease if this Lease were still in effect, and Landlord shall be entitled to recover the same from Tenant on each such day.

- f. In the event the Tenant deserts, vacates or abandons the Premises, the Landlord may remove and store any property which remains in the Premises. In addition to the Landlord's other rights, the Landlord may dispose of the stored property if the Tenant does not claim the property within ten (10) days after the date the property is stored. The Landlord may charge a reasonable storage fee, which fee Tenant must pay before claiming the property. The Landlord shall deliver by certified mail to the Tenant, at the address specified for notice to the Tenant herein, a notice that the Landlord may dispose of the property if the Tenant does not claim it within ten (10) days after the date the property is stored.
- g. The Landlord may bring an action in a court of competent jurisdiction to collect any amounts due and owing under this Lease and/or to compel the Tenant to perform any and all of Tenant's obligations under this Lease.
- h. The Landlord may charge all costs to cure any default or offset any loss caused by the Tenant's default to the Tenant as additional rent; and
- i. The Tenant shall pay, in addition to the rent and other sums agreed to be paid hereunder, all costs, including without limitation reasonable attorneys' fees, incurred by the Landlord that result from enforcing the provisions of this Lease.

19. INSURANCE. The Tenant agrees to secure and keep in force from and after the Commencement Date of this Lease and throughout the full Term of the Lease, at the Tenant's own cost and expense, the following:

- a. "All Risk" property insurance on the Tenant's Premises, as well as the entire Premises. Such insurance shall include coverage for the full replacement value of all of Tenant's leasehold improvements, trade fixtures and personal property within the premises. Landlord shall be named as loss payee under all such policies.
- b. Commercial general liability insurance on the Premises as well as the Premises, providing coverage on an "occurrence" rather than a "claims made" basis, which policy shall include coverage for Bodily Injury, Property Damage, Personal Injury, Contractual Liability (applying to this Lease), and Independent Contractors, in current Insurance Services Office form or other form which provides coverage at least as broad. Tenant shall maintain a combined policy limit of at least \$1,000,000 applying to Bodily Injury, Property Damage and Personal Injury, which limit may be satisfied by Tenant's basic policy, or by the basic policy in combinations with umbrella or excess policies so long as the coverage is at least as broad as that required herein. Such liability, umbrella and/or excess policies may be subject to aggregate limits so long as the aggregate limits have not at any pertinent time been reduced to less than the policy limit stated above,

and provided further that any umbrella or excess policy provides coverage from the point that such aggregate limits in the basic policy become reduce or exhausted. Landlord shall be name as an additional insured under all such policies.

- i. Other Requirements. All policies of insurance procured by the Tenant shall:
 - ii. Be issued by insurance companies reasonably acceptable to the Landlord;
 - iii. Be written as primary policies not contributing with and not in excess of coverage that the Landlord may carry;
 - iv. All comprehensive general liability insurance procured by the Tenant under this section shall be issued for the benefit of the Landlord, the Tenant and the owner of the Premises, as their respective interests may appear;
 - v. Contain endorsements providing as follows:
 1. That such insurance may not be materially changed, amended, or canceled with respect to the Landlord except after twenty (20) days' prior written notice from the insurance company to the Landlord, sent by registered mail;
 2. That the Tenant be solely responsible for the payment of all premiums under such policy and that the Landlord shall have no obligation for the payment thereof notwithstanding that the Landlord is or may be named as an insured.
- c. **Proof of Coverage.** The original policy or policies, or duly executed certificates for the same, together with reasonably satisfactory evidence of payment of the premium thereof, shall be delivered to the Landlord within five (5) days of the date of execution of this Lease, and on renewals of such policies not less than twenty (20) days prior to the expiration of the term of any such coverage.

20. GENERAL PROVISIONS.

- a. **Waiver and indemnity.** Notwithstanding anything apparently to the contrary in this Lease, Landlord and Tenant hereby release one another and their respective partners, officers and employees from any and all liability (to the other or anyone claiming through or under them by way of subrogation or otherwise) for any loss or damage covered by property insurance or coverable by a customary form of policy of the insurance required by Paragraph 20, even if such loss or damage shall have been caused by the fault or negligence of the other party, or anyone for whom such party may be responsible.
- b. **Mechanic's liens.** The Tenant agrees to promptly pay all sums of money in respect of labor, services, materials, supplies, or equipment furnished or alleged to have been furnished to the Tenant in or about the Premises, and the Tenant shall

not permit any mechanic's, material man's, or other lien to arise or be filed against the Premises or the Landlord's interest therein. The Tenant shall save, hold harmless, and defend the Landlord from liability or other damage that the Landlord may incur as a result of such liens in the event the same arise or are filed in contravention of the immediately preceding sentence. If any such mechanic's lien shall at any time be filed, the Tenant shall forthwith cause the same to be discharged of record by payment, bond, order of a court of competent jurisdiction or otherwise, provided the Tenant first posts a bond in favor of the Landlord in a form and substance acceptable to the Landlord, which shall be conditioned on the successful contest by the Tenant of any such lien. The Tenant shall have the right to contest in good faith, any and all such liens. If the Tenant shall fail to cause such lien to be discharged within thirty (30) days after being notified of the filing thereof and before judgment or sale thereunder, then, in addition to any other right or remedy the Landlord may, but shall not be obligated to, discharge the same by paying the amount claimed to be due or by bonding or other proceeding deemed appropriate by the Landlord, and the amount so paid by the Landlord and/or all costs and expenses incurred by the Landlord in procuring the discharge of such lien, including reasonable attorneys' fees, shall be deemed to be additional rent for the Premises and shall be due and payable by the Tenant to the Landlord on demand. Nothing contained in this Lease shall be construed as a consent on the part of the Landlord to subject the Landlord's estate in the Premises or any portion of the Premises to any lien.

- c. **Keys.** Any and all keys to the Premises shall be surrendered to Landlord on the termination of this Lease.
- d. **No partnership, joint venture, or fiduciary relationship created.** Nothing contained in this Lease shall be interpreted as creating a partnership, joint venture, or relationship of principal and agent between the Landlord and the Tenant, it being understood that the sole relationship created hereby is one of landlord and tenant.
- e. **Cumulative rights.** No right or remedy herein conferred on or reserved to the Landlord is intended to be exclusive of any other right or remedy provided by law, but each shall be cumulative in and in addition to every other right or remedy given herein or elsewhere, or hereafter existing at law, in equity, or by statute.
- f. **Notices.** All communications, demands, notices, or objections permitted or required to be given or served under this Lease shall be in writing and shall be deemed to have been duly given or served if delivered in person to the other party or its duly authorized agent, or deposited in the United States mail, postage prepaid, for mailing by certified or registered mail, return receipt requested, or if telegraphed, by prepaid telegram, and addressed to the other party to this Lease, to the address set forth next to such party's signature at the end of this Lease, and if

to an entity not a party to this Lease, to the address designated by a party to this Lease in the foregoing manner. Any party may change its address by giving notice in writing, stating its new address, to any other party as provided in the foregoing manner. Commencing on the tenth (10th) day after the giving of such notice, such newly designated address shall be such party's address for the purposes of all communications, demands, notices, or objections permitted or required to be given or served under this Lease.

- g. **Successors and assigns.** This Lease shall be binding on and inure to the benefit of the parties hereto and their respective assigns, executors, heirs, personal representatives, and successors, provided, however, that nothing in this section shall be interpreted as granting the Tenant the right to assign this Lease or sublet the Premises.
- h. **Amendment, modification, or waiver.** No amendment, modification, or waiver of any condition, provision, or term of this Lease shall be valid or of any effect unless made in writing, signed by the party or parties to be bound, or its duly authorized representative, and specifying with particularity the extent and nature of such amendment, modification, or waiver. Any waiver by any party of any default shall not affect or impair any right arising from any subsequent default.
- i. **Severable provisions.** Each provision, section, sentence, clause, phrase, and word of this Lease is intended to be severable. If any provision, section, sentence, clause, phrase or word hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this Lease.
- j. **Entire agreement.** This Lease contains the entire understanding of the parties hereto with respect to the transactions contemplated hereby and supersedes all prior agreements and understandings between the parties with respect to such subject matter.
- k. **Captions, headings, or titles.** All captions, headings, or titles in the paragraphs or sections of this Lease are inserted for convenience of reference only and shall not constitute a part of this Lease as a limitation of the scope of the particular paragraphs or sections to which they apply.
- l. **Construction.** This Lease shall be construed and enforced in accordance with the laws of the state of Minnesota. No provision of this Lease shall be construed by any court against either party by reason of such party being deemed to have drafted or structured such provision.
- m. **Time of the essence.** Time is of the essence of this Lease, and of each and every covenant, term, condition, and provision hereof.

ACKNOWLEDGMENT OF LANDLORD

INDEPENDENT SCHOOL DISTRICT NO. 278, ORONO

By: _____

Its: _____

STATE OF MINNESOTA

COUNTY OF _____

On this ___ day of ___(month)___ , ___(year)_____, before me came _____, the Landlord named within, who acknowledged the signing and attesting to of this instrument to be his free act and deed of said company.

Notary Public

ACKNOWLEDGMENT OF TENANT

CITY OF MAPLE PLAIN

By: _____

Its: _____

STATE OF MINNESOTA

COUNTY OF _____

On this ___ day of ___(month)___ , ___(year)____ , before me came _____, the Landlord named within, who acknowledged the signing and attesting to of this instrument to be his free act and deed of said company.

Notary Public