



# MAYOR & COUNCIL COMMUNICATION

**DATE: 9/1/15**  
**REGULAR**  
**ITEM # 15**  
**RESOLUTION 2015-071**

**AGENDA ITEM:** Savona 3<sup>rd</sup> Addition Developer’s Agreement

**SUBMITTED BY:** Kyle Klatt, Community Development Director

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

**REVIEWED BY:** Jack Griffin, City Engineer  
Dave Synder, City Attorney  
Cathy Bendel, Finance Director

**SUGGESTED ORDER OF BUSINESS:**

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

**POLICY RECCOMENDER:** Staff is recommending that the City Council approve a developer’s agreement associated with the third phase of the Savona development. The agreement has been drafted based on the model agreement previously reviewed by the Council.

**FISCAL IMPACT:** Direct Payments to Developer – TBD: the project development plans include oversizing of water lines. The City Engineer has provided a cost estimate for the oversizing amounts, and this number has been included in the agreement as a future City payment. Future financial impacts include maintenance of streets, trails, sanitary sewer mains, watermains and other public infrastructure, maintenance of storm water ponding areas (after three years), monthly lease payments for street lights, and other public financial responsibilities typically associated with a new development.

**SUMMARY AND ACTION REQUESTED:** The City Council is being asked to authorize execution of a developer’s agreement for the third phase of the Savona residential subdivision. The attached agreement has been reviewed by the City Staff, and all recommend changes

specific to the Savona project have been incorporated into the document as drafted. This agreement must be executed before any construction activity, outside of the previously authorized grading work, may proceed on the site. The recommended motion to take action on the request is as follows:

***“Move to adopt Resolution 2015-071 approving the developer’s agreement for Savona 3<sup>rd</sup> Addition”***

**LEGISLATIVE HISTORY/STAFF REPORT:** One of the conditions attached to the resolution approving the Savana Final Plat specifies that the developer enter into a Developer’s Agreement prior to the execution of the plat by City officials. Staff has drafted such an agreement consistent with the City’s developer’s agreement template, and this document is attached for consideration by the City Council. Please note that the document as drafted contains some modifications to the original template based on some of the unique aspects of the Savona 3<sup>rd</sup> development. The key aspects of the agreement include the following components:

- That all improvements to be completed by October 31, 2016.
- That the developer provide a letter of credit in the amount of \$3,238,764 related to the cost of the proposed improvements.
- That the developer provide a cash deposit of \$1,189,733 for SAC and WAC charges, engineering administration, one year of street light operating costs and other City fees. These fees include payment for any outstanding special assessments on lots to be replatted as Savona 3<sup>rd</sup> Addition.
- The agreement includes no required park fees in lieu of land dedication. All required park dedication fees for Savana were paid with the first addition.
- A City payment for utility oversizing of \$12,045 based on calculations completed by the City Engineer.
- The agreement includes the updated letter of credit reduction schedule that was approved for recent projects and provides for a better connection between the work that will be occurring in the field and the timing of this work.

The City Engineer has not approved the final construction plans for the project, and no work will be allowed to commence on the site until these plans are approved by the City (this plan review is close to being completed).

**BACKGROUND INFORMATION (SWOT):**

**Strengths:** The developer's agreement has been drafted to guarantee that the improvements associated with the Savona 3<sup>rd</sup> development plans will be installed in accordance with City specifications.

Execution of the developer's agreement and compliance with all conditions in the agreement will allow the developer to record the Final Plat.

**Weaknesses:** The City will assume responsibility for future maintenance of the public improvements.

**Opportunities:** The final plans include the construction of 5th Street to the western project limits.

**Threats:** The City will need to provide construction observation throughout the course of the project (these costs will be covered under an Engineering Administration Escrow).

**RECOMMENDATION:** Based on the above Staff report, Staff is recommending that the City Council approve the Developer's Agreement for Savona 3<sup>rd</sup> Addition and that the Council direct the Mayor and Staff to execute this document. The suggested motion to adopt the Staff recommendation is as follows:

***“Move to adopt Resolution 2015-071 approving the developer's agreement for Savona 3<sup>rd</sup> Addition”***

**ATTACHMENTS:**

1. Resolution 2015-071
2. Savona 3<sup>rd</sup> Developer's Agreement – Final Draft

## **RESOLUTION NO. 2015-071**

### *A RESOLUTION APPROVING THE DEVELOPER'S AGREEMENT FOR SAVONA 3<sup>RD</sup> ADDITION*

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

**WHEREAS**, U.S. Home Corporation (d/b/a Lennar), 16305 36<sup>th</sup> Avenue North, Suite 600, Plymouth, MN ("Applicant") has previously submitted an application to the City of Lake Elmo ("City") for a Final Plat for Savona 3<sup>rd</sup> Addition; and

**WHEREAS**, the Lake Elmo City Council considered and approved the Preliminary Plat request for Savona at a meeting held on August 6, 2013; and

**WHEREAS**, The Lake Elmo City Council adopted Resolution No. 2015-070 on September 1, 2015 approving the Final Plat for Savona 3<sup>rd</sup> Addition; and

**WHEREAS**, Condition (2) of said Resolution No. 2015-070 establishes that, prior to the execution of the Final Plat by City officials, the Applicant is to enter into a Developer's Agreement with the City; and

**WHEREAS**, the Applicant and City have agreed to enter into such a contract, and a copy of the Developer's Agreement was submitted to the City Council for consideration at its September 1, 2015 meeting.

**NOW, THEREFORE**, based on the information received, the City Council of the City of Lake Elmo does hereby approve the Developer's Agreement for Savona 3<sup>rd</sup> Addition and authorizes the Mayor and City Clerk to execute the document.

Passed and duly adopted this 1<sup>st</sup> day of September 2015 by the City Council of the City of Lake Elmo, Minnesota.

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Mike Pearson, Mayor

ATTEST:

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Julie Johnson, City Clerk

*(reserved for recording information)*

## **DEVELOPMENT CONTRACT**

*(Public sewer and water)*

### ***Savona 3<sup>rd</sup> Addition***

**AGREEMENT** dated \_\_\_\_\_, 2015, by and between the **CITY OF LAKE ELMO** a Minnesota municipal corporation ("City"), and U.S. Home Corporation, d/b/a Lennar (the "Developer").

**1. REQUEST FOR PLAT APPROVAL.** The Developer has asked the City to approve the plat for Savona 3<sup>rd</sup> Addition (referred to in this Contract as the "plat"). The land is situated in the County of Washington, State of Minnesota, and legally described in Exhibit "A".

**2. CONDITIONS OF PLAT APPROVAL.** The City hereby approves the plat on condition that the Developer enter into this Contract, furnish the security required by it, and record the plat with the County Recorder or Registrar of Titles within (180) days after the City Council approves the final plat.

**3. RIGHT TO PROCEED.** Unless separate written approval has been given by the City, within the plat or land to be platted, the Developer may not grade or otherwise disturb the earth, remove trees, construct sewer lines, water lines, streets, utilities, public or private improvements, or any buildings until all the following conditions have been satisfied: 1) this agreement has been fully executed by both

parties and filed with the City Clerk, 2) the necessary security has been received by the City, 3) the plat and required homeowner's association documents have been recorded with the Washington County Recorder's Office, and 4) the City's Community Development Director has issued a letter that all conditions have been satisfied, a preconstruction conference has been held, and that the Developer may proceed.

**4. PHASED DEVELOPMENT.** This plat is a phase of a multi-phased preliminary plat, the City may refuse to approve final plats of subsequent phases if the Developer has breached this Contract and the breach has not been remedied. Development of subsequent phases may not proceed until Development Contracts for such phases are approved by the City. Park charges and area charges for sewer and water referred to in this Contract are not being imposed on outlots, if any, in the plat that are designated in an approved preliminary plat for future subdivision into lots and blocks. Such charges will be calculated and imposed when the outlots are final platted into lots and blocks unless previously paid as part of an earlier development phase.

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

**6. CHANGES IN OFFICIAL CONTROLS.** For two (2) years from the date of this Contract, no amendments to the City's Comprehensive Plan or official controls shall apply to or affect the residential use, development density, lot size, lot layout or dedications of the approved final plat unless required by state or federal law or agreed to in writing by the City and the Developer. Thereafter, notwithstanding anything in this Contract to the contrary, to the full extent permitted by state law, the City may require compliance with any amendments to the City's Comprehensive Plan, official controls, platting or dedication requirements enacted after the date of this Contract.

**7. DEVELOPMENT PLANS.** The plat shall be developed in accordance with the following plans and at the Developer's sole expense. The plans shall not be attached to this Contract. If the plans vary from the written terms of this Contract, the written terms shall control. The plans are:

Plan A – Final Plat

Plan B – Final Grading, Drainage, and Erosion Control Plans

Plan C – Final Sanitary Sewer, Water Main, Storm Sewer, and Street Plans

Plan D – Final Landscape Plan

**8. IMPROVEMENTS.** The Developer shall install and pay for the following:

- A. Streets
- B. Sanitary Sewer
- C. Watermain
- D. Surface Water Facilities (pipe, ponds, rain gardens, etc.)
- E. Grading and Erosion Control
- F. Sidewalks/Trails
- G. Street Lighting
- H. Underground Utilities
- I. Street Signs and Traffic Control Signs
- J. Landscaping and Street Trees
- K. Tree Preservation and Reforestation
- L. Wetland Mitigation and Buffers
- M. Monuments Required by Minnesota Statutes

The improvements shall be installed in accordance with the City subdivision ordinance and the City's Engineering Design and Construction Standards Manual and pursuant to the direction of the City Engineer. The Developer shall submit plans and specifications which have been prepared by a competent registered professional engineer to the City for approval by the City Engineer. The Developer shall instruct its engineer to provide adequate field inspection personnel to assure an acceptable level of quality control to the extent that the Developer's engineer will be able to certify that the construction work meets the approved City standards as a condition of City acceptance. In addition, the City may, at the City's discretion and at the Developer's expense, have one or more City inspectors and a soil engineer inspect the work on a full or part-time basis. The Developer's engineer shall provide for on-site project management. The Developer's engineer is responsible for design changes and contract administration between the Developer

and the Developer's contractor. The Developer or his engineer shall schedule a pre-construction meeting at a mutually agreeable time at the City Hall with all parties concerned, including the City staff, to review the program for the construction work.

All labor and work shall be done and performed in the best and most workmanlike manner and in strict conformance with the approved plans and specifications. No deviations from the approved plans and specifications will be permitted unless approved in writing by the City Engineer. The Developer agrees to furnish to the City a list of contractors being considered for retention by the Developer for the performance of the work required by the Contract. The Developer shall not do any work or furnish any materials not covered by the plans and specifications and special conditions of this Contract, for which reimbursement is expected from the City, unless such work is first ordered in writing by the City Engineer as provided in the specifications.

#### **9. CITY ENGINEERING ADMINISTRATION AND CONSTRUCTION**

**OBSERVATION.** Prior to the commencement of any construction activity authorized under this agreement, the Developer shall submit an escrow for City Engineering Administration and Construction Observation in an amount provided under paragraph 36. Summary of Cash Requirements. Thereafter, the Developer shall reimburse the City each month, within 30 days of receiving an invoice, for all engineering administration and construction observation performed during the construction of the plat. After 30 days of the invoice, the City may draw upon the escrow and stop the work on site until said escrow has been replenished in its full amount. City engineering administration will include monitoring of construction progress and construction observation, consultation with Developer and his engineer on status or problems regarding the project, coordination for testing, final inspection and acceptance, project monitoring during the warranty period, and processing of requests for reduction in security. Construction observation may be performed by the City's in-house staff or consulting engineer. Construction observation shall include, at the discretion of the city, part or full time inspection of proposed public utilities and street construction. Services will be billed on an hourly basis.

The direction and review provided through the inspection of the improvements should not be considered a substitute for the Developer required management of the development. Developer will cause the contractor(s) to furnish the City with a schedule of proposed operations at least five (5) days prior to the commencement of construction of each type of Improvement. City shall inspect all Developer Installed Improvements during and after construction for compliance with approved plans and specifications. Developer will notify the City Engineer at such times during construction as the City Engineer requires for inspection purposes. Such inspection is pursuant to the City's governmental authority, and no agency or joint venture relationship between the City and Developer is thereby created.

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

**11. PERMITS.** The Developer shall obtain or require its contractors and subcontractors to obtain all necessary permits, including but not limited to:

- A. Right-of-Way Excavations and Obstructions:
  - City of Lake Elmo, Right-of-Way Utility Installation(s)
  - City of Lake Elmo, Right-of-Way Obstruction(s)
  - Washington County, Utility Installations(s)
  - Washington County, Street or Driveway Access(s)
  - Minnesota Department of Transportation, Utility Installation
  - Minnesota Department of Transportation, Right-of-Way Permit
  
- B. Watermain Extensions:
  - Minnesota Department of Health
  
- C. Sanitary Sewer Extensions:
  - Minnesota Pollution Control Agency
  - Metropolitan Council Environmental Services
  
- D. Stormwater Management:
  - Valley Branch, Brown's Creek or South Washington Watershed District Permit
  
- E. Erosion, Sedimentation Control:
  - Minnesota Pollution Control Agency, General NPDES Stormwater Permit
  - SWPPP (Stormwater Pollution Prevention Plan)

- F. Wetland Mitigation:
  - Board of Water and Soil Resources, WCA
- G. Construction Dewatering:
  - Minnesota Department of Natural Resources

**12. TIME OF PERFORMANCE.** The Developer shall install all required public improvements by October 31, 2016, with the exception of the final wear course of asphalt on streets. The Developer shall have the option of installing the wearing course of streets within one (1) year following initial commencement of work on the required basic improvements or installing it after the first course has weathered a winter season, consistent with warranty requirements, however final acceptance of the improvements will not be granted until all work is completed including the final wear course. The Developer may, however, request an extension of time from the City. If an extension is granted, it shall be conditioned upon updating the security posted by the Developer to reflect cost increases and amending this agreement to reflect the extended completion date. Final wear course placement outside of this time frame must have the written approval of the City Engineer.

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

**14. CONSTRUCTION ACCESS.** Construction traffic access and egress for grading, public utility construction, and street construction is restricted to access the subdivision via 5<sup>th</sup> Street. No construction traffic is permitted on other adjacent local streets.

**15. CONSTRUCTION SEQUENCE AND COMPLIANCE.** The City will require the developer to construct the improvements in a sequence which will allow progress and compliance points to be measured and evaluated. The Developer and/or their representatives are required to supervise and coordinate all construction activities for all improvements and must notify the City in writing stating

when the work is ready for the inspection at each of the measurable points defined in the following paragraphs 16, 17, and 18. For the purpose of this paragraph, Electronic message (email) shall be deemed an acceptable method of notification provided it is captioned "Notice pursuant to Development Agreement".

**16. EROSION CONTROL.** Prior to initiating site grading, the erosion control plan, Plan B, shall be implemented by the Developer and inspected and approved by the City. Erosion control practices must comply with the approved plans and specifications for the plat, with all watershed district permits and with Minnesota Pollution Control Agency's Best Management Practices. The City may impose additional erosion control requirements as deemed necessary. The parties recognize that time is of the essence in controlling erosion. If the Developer does not comply with the erosion control plan and schedule or supplementary instructions received from the City, the City may take such action as it deems appropriate to control erosion. The City will endeavor to notify the Developer in advance of any proposed action, but failure of the City to do so will not affect the Developer's and City's rights or obligations hereunder. If the Developer does not reimburse the City for any cost the City incurred for such work within ten (10) days, the City may draw down the security to pay any costs. No development, utility or street construction will be allowed and no building permits will be issued unless the plat is in full compliance with the approved erosion control plan.

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

**17. GRADING PLAN.** The plat shall be graded in accordance with the approved grading drainage and erosion control plan, Plan "B". The plan shall conform to Engineering Design and Construction Standards Manual. All grading shall be completed within the Subdivision prior to the preparation and submittal of the as-constructed grading plan.

Within thirty (30) days after completion of the grading, the Developer shall provide the City with a "record" grading plan certified by a registered land surveyor or engineer that all trails, ponds, swales, and ditches have been constructed on public easements or land owned by the City. The "record" plan shall contain site grades and field verified elevations of the following: a) cross sections of ponds; b) location and elevations along all swales, emergency overflows, wetlands, wetland mitigation areas if any, ditches, locations and dimensions of borrow areas/stockpiles; c) lot corner elevations and house pads; and d) top and bottom of retaining walls. The City will not issue any building permits until the approved certified record grading plan is on file with the City.

**18. STREET AND UTILITY IMPROVEMENTS.** All storm sewers, sanitary sewers, watermain, and streets shall be installed in accordance with the approved Plans and Specifications for Public Improvements, Plan "D". The plan shall conform to the City's Engineering Design and Construction Standards Manual. Curb and gutter and the first lift of the bituminous streets, sidewalks, the boulevards graded, street signs installed, and all restoration work on the site shall be completed in accordance with the approved plans. Once the work is completed, the developer or its representative shall submit a written request to the City asking for an inspection of the initial improvements. The City will then schedule a walk-through to create a punch list of outstanding items to be completed. Upon receipt of the written punch list provided by the City, the punch list items must be completed by the Developer and the City notified to re-inspect the improvements. The final bituminous wear course may be installed in accordance with paragraph 12. above.

**19. STREET MAINTENANCE DURING CONSTRUCTION.** The Developer shall be responsible for all street maintenance until the streets are accepted by the City in writing. Warning signs shall be placed when hazards develop in streets to prevent the public from traveling on same and to direct attention to detours. If and when streets become impassable, such streets shall be barricaded and closed. In the event residences are occupied prior to completing streets, the Developer shall maintain a smooth surface and provide proper surface drainage to insure that the streets are passable to traffic and emergency vehicles. The Developer shall be responsible for keeping streets

within and without the subdivision clean of dirt and debris that may spill, track, or wash onto the street from Developer's operation. The Developer may request, in writing, that the City keep the streets open during the winter months by plowing snow from the streets prior to final acceptance of said streets. The City shall not be responsible for repairing the streets because of snow plowing operations. Providing snow plowing service does not constitute final acceptance of the streets by the City. The Developer shall contract for street cleaning within and immediately adjacent to the development. At a minimum, scraping and sweeping shall take place on a weekly basis. A copy of this contract shall be approved by the City before grading is started. The contract shall provide that the City may direct the contractor to clean the streets and the contractor will bill the Developer.

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

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

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

**21. PARK DEDICATION.** The Developer has previously submitted a payment for park dedication requirements for all the areas to be platted within the Savona Preliminary Plat and paid said fee as part of the Savona Development Contract. No additional fees in lieu of land dedication are required for the plat.

**22. SANITARY SEWER AND WATER UTILITY AVAILABILITY CHARGES (SAC AND WAC).** The Developer shall be responsible for the payment of all sewer availability charges (SAC

and all water availability charges (WAC) with respect to the Improvements required by the City and any state or metropolitan government agency.

The sewer availability charge (SAC) in the amount of \$3,000.00 per REU shall be paid by the Developer prior to the City recording the final plat. The total amount to be paid by the Developer is \$360,000 (120 single family lots).

The water availability charge (WAC) in the amount of \$3,000.00 per REU shall be paid by the Developer prior to the City recording the final plat. The total amount to be paid by the Developer is \$360,000 (120 single family lots).

In addition, a sewer connection charge in the current amount of \$1,000.00 per REU, a Met Council sewer availability charge in the current amount of \$2,435.00 per REU, and a water connection charge in the current amount of \$1,000.00 per REU will be collected by the City at the time the building permit is issued for each lot. These amounts are charged at the time of building permit in accordance with the latest City fee schedule.

**23. TRAFFIC CONTROL SIGNS.** Traffic control signs shall be included as part of the public street improvements, and the installation costs shall be included in the street construction calculations.

**24. STREET LIGHTS.** The Developer is responsible for the installation of street lights consistent with a street lighting plan approved by the City. The Developer shall coordinate the installation of street lights with Xcel Energy in conjunction with the other improvements, and agrees to pay Xcel Energy for all upfront costs associated with the street lighting system, including underground cables, posts, lamps, ballasts, starters, photocells, and glassware. All street lights will be leased by the City upon final acceptance of the system. The Developer shall also pay \$987 in payment for the first year operating costs for street lights.

**25. WETLAND MITIGATION.** The Developer shall complete wetland mitigation/restoration in accordance with the approved Plans and Specifications and in accordance with any applicable Watershed or agency Permits. If the mitigation work is found to be incomplete or restoration is unsuccessful the City may draw down the security at any time during the warranty period if the Developer fails to take corrective measures to be used by the City to perform the work.

**26. BUILDING PERMITS/CERTIFICATES OF OCCUPANCY.**

A. Public sewer and water, curbing, and one lift of asphalt shall be installed on all public and private streets prior to issuance of any building permits, except two model homes on lots acceptable to the Community Development Director.

B. Prior to issuance of building permits, wetland buffer monuments shall be placed in accordance with the City's zoning ordinance. The monument design shall be approved by the Community Development Department.

C. Written certification of the as-constructed grading must be on file at the City for the block where the building is to be located.

D. Breach of the terms of this Contract by the Developer, including nonpayment of billings from the City, shall be grounds for denial of building permits and/or withholding of other permits, inspection or actions, including lots sold to third parties, and the halting of all work in the plat.

E. If building permits are issued prior to the acceptance of public improvements, the Developer assumes all liability and costs resulting in delays in completion of public improvements and damage to public improvements caused by the City, Developer, their contractors, subcontractors, materialmen, employees, agents, or third parties.

F. No sewer and water connection permits may be issued until the streets needed for access have been paved with a bituminous surface and the utilities are tested and approved by the City Engineer.

G. The City will not issue a certificate of occupancy for any building constructed on any lot or parcel in the Plat, including any model homes authorized under this agreement, until Public

sewer and water, curbing, and one lift of asphalt is installed on all public and private streets; all utilities are tested and approved by the City Engineer; and the as-constructed grading must be on file at the City for the block where the building is to be located.

## **27. RESPONSIBILITY FOR COSTS.**

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

B. Except as otherwise specified herein, the Developer shall pay all costs incurred by it or the City in conjunction with the development of the plat, including but not limited to legal, planning, engineering and inspection expenses incurred in connection with approval and acceptance of the plat, the preparation of this Contract, review of construction plans and documents, and all costs and expenses incurred by the City in monitoring and inspecting development of the plat. All amounts incurred and due at the time, must be fully paid prior to execution and release of the final plat for recording.

C. The Developer shall hold the City and its officers, employees, and agents harmless from claims made by itself and third parties for damages sustained or costs incurred resulting from plat approval and development. The Developer shall indemnify the City and its officers, employees, and agents for all costs, damages, or expenses which the City may pay or incur in consequence of such claims, including attorneys' fees.

D. The Developer shall reimburse the City for costs incurred in the enforcement of this Contract, including reasonable engineering and attorneys' fees.

E. The Developer shall pay, or cause to be paid when due, and in any event before any penalty is attached, all special assessments referred to in this Contract. This is a personal obligation of the Developer and shall continue in full force and effect even if the Developer sells one or more lots, the entire plat, or any part of it.

F. The Developer shall pay in full all bills submitted to it by the City for obligations incurred under this Contract within thirty (30) days after receipt. Bills not paid within thirty (30) days shall be assessed a late fee per the City of Lake Elmo adopted Fee Schedule. Upon request, the City will provide copies of detailed invoices of the work performed.

**28. CITY PAYMENTS.** In the event City payments are required by Section 28.A below, within thirty (30) days of the City's final acceptance of the Improvements, pursuant to Section 20 of the Contract, but only if the Developer is not in default to this Contract, the City shall pay to the Developer the sums set forth in the attachment to this Contract as Exhibit B. The actual amount of the reimbursement shall be based on actual construction costs which will be verified by the Developer to the City in the Plans submitted to the City as required in Section 19. This payment by the City shall be the City's only responsibility with regard to construction of the Improvements and in no case shall act as a waiver of any other right of the City under this Contract or under applicable laws, ordinances or rules.

A. City payments pursuant to this Contract shall be: \$ 12,045

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

A. Implementation of the recommendations listed in the August 20, 2015 Engineering memorandum.

B. Upon execution of the final plat, the Developer shall convey Outlots A, B and C to the City by warranty deed, free and clear of any and all encumbrances.

C. The Developer shall install a temporary turnaround on any streets that will be extended into adjacent developments in the future as directed by the City Engineer.

D. The Developer shall enter into a maintenance agreement with the City that clarifies

the individuals or entities responsible for any landscaping installed in areas outside of land dedicated as public park and open space on the final plat.

E. A building permit may not be granted for more than half of the residential units depicted on the Savona preliminary plat (155) until a second access is provided to the subdivision, either via a connection to Hudson Boulevard to the south, Inwood Avenue (CSAH 13) to the west, or back to Keats Avenue (CSAH 19) through the property north of Savona.

F. The developer shall provide signed easement documents to verify that the proposed grading activity on property presently owned by MFC Properties, Walter Ebertrz, and DPS Lake Elmo, LLC will be allowed.

**30. MISCELLANEOUS.**

A. The Developer may not assign this Contract without the written permission of the City Council. The Developer's obligation hereunder shall continue in full force and effect even if the Developer sells one or more lots, the entire plat, or any part of it.

B. Retaining walls that require a building permit shall be constructed in accordance with plans and specifications prepared by a structural or geotechnical engineer licensed by the State of Minnesota. Following construction, a certification signed by the design engineer shall be filed with the City Engineer evidencing that the retaining wall was constructed in accordance with the approved plans and specifications. All retaining walls identified on the development plans or by special conditions referred to in this Contract shall be constructed before any other building permit is issued for a lot on which a retaining wall is required to be built.

C. Appropriate legal documents regarding Homeowner Association documents, covenants and restrictions relating to the plat approval and outlots and conveyances, as approved by the City Attorney, shall be filed with the final plat. No third- party beneficiary status is hereby conferred. All outlots and common areas, including Outlots D, E, F, G, H, I, J, K, L, M, and N shall be maintained in good order and repair by a homeowner's association, and, if it does not do so, then the City may perform the work and assess the costs against the individual lots within the plat of Savona 2<sup>nd</sup> Addition and

without regard to the formalities or requirements of Minn. Stat. § 429.

D. Developer shall take out and maintain or cause to be taken out and maintained until six (6) months after the City has accepted the public improvements, public liability and property damage insurance covering personal injury, including death, and claims for property damage which may arise out of Developer's work or the work of its subcontractors or by one directly or indirectly employed by any of them. Limits for bodily injury and death shall be not less than \$500,000 for one person and \$1,000,000 for each occurrence; limits for property damage shall be not less than \$200,000 for each occurrence; or a combination single limit policy of \$1,000,000 or more. The City shall be named as an additional insured on the policy, and the Developer shall file with the City a certificate evidencing coverage prior to the City signing the plat. The certificate shall provide that the City must be given thirty (30) days advance written notice of the cancellation of the insurance.

E. Third parties shall have no recourse against the City under this Contract.

F. If any portion, section, subsection, sentence, clause, paragraph, or phrase of this Contract is for any reason held invalid, such decision shall not affect the validity of the remaining portion of this Contract.

G. The action or inaction of the City shall not constitute a waiver or amendment to the provisions of this Contract. To be binding, amendments or waivers shall be in writing, signed by the parties and approved by written resolution of the City Council. The City's failure to promptly take legal action to enforce this Contract shall not be a waiver or release.

H. This Contract shall run with the land and may be recorded against the title to the property. The Developer covenants with the City, its successors and assigns, that the Developer has fee title to the property being final platted and/or has obtained consents to this Contract, in the form attached hereto, from all parties who have an interest in the property; that there are no unrecorded interests in the property being final platted; and that the Developer will indemnify and hold the City harmless for any breach of the foregoing covenants.

I. Each right, power or remedy herein conferred upon the City is cumulative and in addition to every other right, power or remedy, express or implied, now or hereafter arising, available to

City, at law or in equity, or under any other agreement, and each and every right, power and remedy herein set forth or otherwise so existing may be exercised from time to time as often and in such order as may be deemed expedient by the City and shall not be a waiver of the right to exercise at any time thereafter any other right, power or remedy.

J. The Developer represents to the City that the plat complies with all city, county, metropolitan, state, and federal laws and regulations, including but not limited to: subdivision ordinances, zoning ordinances, and environmental regulations. If the City determines that the plat does not comply, the City may, at its option, refuse to allow construction or development work in the plat until the Developer does comply. Upon the City's demand, the Developer shall cease work until there is compliance.

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

A. Subject to unavoidable delays, failure by Developers to commence and complete construction of the Public Improvements pursuant to the terms, conditions and limitations of this Agreement.

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

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

A. The City may suspend its performance under the Agreement until it receives assurances from Developers, deemed adequate by the City, that Developers will cure their default and continue their performance under the Agreement. Suspension of performance includes the right of the City to withhold permits including, but not limited to, building permits.

B. The City may initiate such action, including legal or administrative action, as is necessary for the City to secure performance of any provision of this agreement or recover any amounts due under this Agreement from Developers, or immediately draw on the Letter of Credit, as set forth in this

Agreement. In the event of any uncorrected failure to maintain any common area or landscape areas, the City may undertake to do the work and assess the costs to the individual lots within the plat without regard to the formalities or requirements of Minn. Stat. § 429..

**33. ENFORCEMENT BY CITY; DAMAGES.** The Developers acknowledge the right of the City to enforce the terms of this Agreement against the Developers, by action for specific performance or damages, or both, or by any other legally authorized means. The Developers also acknowledge that their failure to perform any or all of their obligations under this Agreement may result in substantial damages to the City; that in the event of default by the Developers, the City may commence legal action to recover all damages, losses and expenses sustained by the City; and that such expenses may include, but are not limited to, the reasonable fees of legal counsel employed with respect to the enforcement of this Agreement.

**34. WARRANTY.** The Developer warrants all improvements required to be constructed by it pursuant to this Contract against poor material and faulty workmanship. The Developer shall submit either a letter of credit or cash escrow for twenty-five percent (25%) of the amount of the original cost of the improvements.

A. The required warranty period for materials and workmanship for the utility contractor installing public sewer and water mains shall be two (2) years from the date of final written City acceptance of the work.

B. The required warranty period for all work relating to street construction, including concrete curb and gutter, sidewalks and trails, materials and equipment shall be subject to one (1) year from the date of final written acceptance, unless the wearing course is placed during the same construction season as the bituminous base course. In those instances, the Developer shall guarantee all work, including street construction, concrete curb and gutter, sidewalks and trails, material and equipment for a period of two (2) years from the date of final written City acceptance of the work.

C. The required warranty period for sod, trees, and landscaping is two growing seasons following installation.

D. The required warranty for landscaping within storm water infiltration areas (Outlot C)

shall be three (3) years following installation. The developer shall also enter into a maintenance agreement with the City for a period of three (3) years prior to acceptance of the landscaping for within these storm water infiltration areas. Said maintenance agreement shall include requirements for the proper care of native plantings and the elimination of weeds and invasive species.

**35. SUMMARY OF SECURITY REQUIREMENTS.** To guarantee compliance with the terms of this agreement, payment of special assessments, payment of the costs of all public improvements, and construction of all public improvements, the Developer shall furnish the City with an irrevocable letter of credit, in the form attached hereto, from a bank, cash escrow or a combination cash escrow and Letter of Credit ("security") for **\$3,238,764**. The amount of the security was calculated as follows:

<b>CONSTRUCTION COSTS:</b>	<b>COST</b>	<b>(125%)</b>
1) Grading	Covered in separate grading agreement	
2) Sanitary Sewer	\$ 345,301	\$ 431,626
3) Watermain	\$ 503,113	\$ 628,891
4) Streets	\$ 1,168,007	\$ 1,460,008
5) Surface Water Facilities (pipe, ponds, rain gardens, etc.)	\$ 333,140	\$ 416,425
6) Erosion Control	\$133,732	\$167,165
7) Sidewalks/Trails	Included with streets	
8) Street Lighting	Xcel to Install, to be pre-paid directly by developer	
9) Street Signs and Traffic Control Signs	Included with streets	
10) Landscaping	\$95,218	\$119,023
11) Tree Preservation and Restoration	N/A	N/A
12) Wetland Mitigation and Buffers	Separate letter of credit through Watershed District	
13) Monuments	\$6,000	\$7,500
14) Miscellaneous Facilities	N/A	N/A

15) Developer's Record Drawings	\$6,500	\$8,125
<hr/>		
<b>Construction Sub-Total</b>	<b>\$ 2,591,011</b>	
<b>Total Project Securities (at 125% Construction Costs)</b>		<b>\$ 3,238,764</b>

This breakdown is for historical reference; it is not a restriction on the use of the security. The bank shall be subject to the approval of the City Administrator. The City may draw down the security for any violation of the terms of this Contract or if the security is allowed to lapse prior to the end of the required term. If the required public improvements are not completed at least thirty (30) days prior to the expiration of the security, the City may also draw it down. If the security is drawn down, the proceeds shall be used to cure the default.

**36. REDUCTION OF SECURITY.** Upon written request by the Developer and upon receipt of proof satisfactory to the City Engineer that work has been completed and financial obligations to the City have been satisfied, with City Engineer approval the security may be reduced as follows:

A. Upon completion of grading operations, including temporary site restoration, Developer shall submit an as-built grading survey to the City. Upon inspection of the site and approval of the as-built survey by the City, 100%, or \$127,000 of the grading security (associated with the separate grading agreement for Savana 3<sup>rd</sup> Addition) shall be released.

B. Up to 75% of the remaining security provided in accordance with paragraph 33 may be released at the following stages of construction and project approvals by the City.

a. Construction Categories 2 and 3: The amount of \$795,387 may be released when all sanitary sewer and watermain utilities have been installed, all testing has been successfully completed, utility record drawings have been verified, and the utilities are considered ready for use by the City Engineer.

b. Construction Categories 4-7: The amount of \$1,532,699 may be released when all streets, sidewalks, trails, storm sewer, and storm water facilities have been installed and

tested, and have been found to be complete to the satisfaction of the City Engineer including all corrective work for any identified punch list items, but not including the final wear course.

c. Construction Categories 8-15: The amount of \$ 100,986 may be released when all remaining Developer's obligations under this Agreement have been completed and the Public

Improvements have been found to be complete to the satisfaction of the City including all corrective work for any identified punch list items, but not including the final wear course.

C. The final portion of the remaining security amounts in paragraph 33 above (25%) shall be retained as security until: (1) all improvements have been completed, including bituminous wear course, (2) iron monuments for lot corners have been installed, (3) all financial obligations to the City satisfied, (4) the required "record" plans have been received and approved by the City, (5) a warranty security is provided, and (6) the public improvements are accepted by the City.

**36. SUMMARY OF CASH REQUIREMENTS.** The following is a summary of the cash requirements under this Contract which must be furnished to the City at the time of final plat approval:

Sewer Availability Charge (SAC)	\$360,000
Water Availability Charge (WAC)	\$360,000
Park Dedication	N/A
Street Light Operating Fee	\$987
City Base Map Upgrading	\$3,000
City Engineering Administration Escrow	\$50,000 (Based on two months of administration/observation)
Special Assessment Payoff (120 lots @ \$ 3,464.55)	\$415,746
<b>Total Cash Requirements</b>	<b>\$1,189,733</b>

**37. NOTICES.** Required notices to the Developer shall be in writing, and shall be either hand delivered to the Developer, its employees or agents, or mailed to the Developer by certified mail at the

following address: 16305 36<sup>th</sup> Ave N, Suite 600. Plymouth, MN 55446. Notices to the City shall be in writing and shall be either hand delivered to the City Administrator, or mailed to the City by certified mail in care of the City Administrator at the following address: Lake Elmo City Hall, 3800 Laverne Avenue N. Lake Elmo, Minnesota 55042.

**38. EVIDENCE OF TITLE.** Developer shall furnish the City with evidence of its fee ownership of the property being platted by way of an attorney's title opinion or title insurance policy dated not earlier than thirty (30) days prior to the execution of the plat.

**CITY OF LAKE ELMO**

BY: \_\_\_\_\_, Mayor

AND \_\_\_\_\_, City Clerk

**DEVELOPER:**

BY: \_\_\_\_\_  
Its

(SEAL)

STATE OF MINNESOTA            )  
  ( ss.  
COUNTY OF WASHINGTON        )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_\_, by \_\_\_\_\_ and by \_\_\_\_\_, the Mayor and City Clerk of the City of Lake Elmo, a Minnesota municipal corporation, on behalf of the corporation and pursuant to the authority granted by its City Council.

\_\_\_\_\_  
NOTARY PUBLIC

STATE OF MINNESOTA        )  
                                  ( ss.  
COUNTY OF \_\_\_\_\_)

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_\_, by \_\_\_\_\_ the \_\_\_\_\_ of \_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

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

**FEE OWNER CONSENT  
TO  
DEVELOPMENT CONTRACT**

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_\_.

\_\_\_\_\_  
\_\_\_\_\_

STATE OF MINNESOTA     )  
  ( ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_\_,  
by \_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

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

**MORTGAGE CONSENT  
TO  
DEVELOPMENT CONTRACT**

\_\_\_\_\_, which holds a mortgage on the subject property, the development of which is governed by the foregoing Development Contract, agrees that the Development Contract shall remain in full force and effect even if it forecloses on its mortgage.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_\_.

\_\_\_\_\_  
\_\_\_\_\_

STATE OF MINNESOTA     )  
  ( ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_\_, by \_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**EXHIBIT "A" TO  
DEVELOPMENT CONTRACT**

**Legal Description of Property Being Final Platted as Savona 3<sup>rd</sup> Addition**

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Outlots C, D and F, Savona 2<sup>nd</sup> Addition, according to the recorded plat thereof, Washington County, Minnesota

**EXHIBIT "B"**  
**TO**  
**DEVELOPMENT CONTRACT**  
**City Oversizing Payment Calculation**

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**IRREVOCABLE LETTER OF CREDIT**

No. \_\_\_\_\_  
Date: \_\_\_\_\_

TO: City of Lake Elmo

Dear Sir or Madam:

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

The draft must:

- a) Bear the clause, "Drawn under Letter of Credit No. \_\_\_\_\_, dated \_\_\_\_\_, 2\_\_\_\_\_, of (Name of Bank) \_\_\_\_\_";
- b) Be signed by the Mayor or City Administrator of the City of Lake Elmo.
- c) Be presented for payment at \_\_\_\_\_ (Address of Bank) \_\_\_\_\_, on or before 4:00 p.m. on November 30, 2\_\_\_\_\_.

This Letter of Credit shall automatically renew for successive one-year terms unless, at least forty-five (45) days prior to the next annual renewal date (which shall be November 30 of each year), the Bank delivers written notice to the Lake Elmo City Administrator that it intends to modify the terms of, or cancel, this Letter of Credit. Written notice is effective if sent by certified mail, postage prepaid, and deposited in the U.S. Mail, at least forty-five (45) days prior to the next annual renewal date addressed as follows: City Administrator, City Hall, 3800 Laverne Ave. N. Lake Elmo Minnesota 55042 and is actually received by the City Administrator at least thirty (30) days prior to the renewal date.

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

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

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

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

BY: \_\_\_\_\_

Its \_\_\_\_\_



# MAYOR & COUNCIL COMMUNICATION

**DATE: 9/1/15**  
**REGULAR**  
**ITEM # 16**  
**RESOLUTION 2015-072**

**AGENDA ITEM:** Northeast Metro Intermediate School District 916 Preliminary and Final Plat and PUD Development Plans

**SUBMITTED BY:** Kyle Klatt, Community Development Director

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

**REVIEWED BY:** Planning Commission  
Ben Gozola, Consulting City Planner  
Jack Griffin, City Engineer

**SUGGESTED ORDER OF BUSINESS:**

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

**POLICY RECCOMENDER:** The Planning Commission is recommending conditional approval of preliminary and final development plans and a preliminary and final plat for a new public school building for special needs students to be located within the Eagle Point Business Park. As a part of the Planning Commission recommendation and findings, the Commission did review the project for conformance with the Lake Elmo Design Guidelines and Standards Manual.

**FISCAL IMPACT:** None for public infrastructure – all utilities and improvements have either been installed as part of the Eagle Point Business Park or will be completed by the applicant at the time a building permit is issued for the building. The applicant has entered into a services agreement with the City that will require payment of \$30,000 on an annual basis to cover the City’s increase costs for providing services to the facility.

**SUMMARY AND ACTION REQUESTED:** The City Council is being asked to consider a request from Northeast Metro Intermediate School District 916, 2450 County Road Road F East,

White Bear Lake, MN, for approval of preliminary and final plat and preliminary and final Planned Unit Development (PUD) plans to construct a 75,000 square foot public school facility for children with special needs in grades kindergarten through eighth grade on Outlot A of Eagle Point 7<sup>th</sup> Addition. Because the site under consideration has previously been subdivided and the proposed platting into a buildable lot will not change the boundaries of the previously platted outlot, Staff is recommending that the City process its review of the preliminary and final development plans simultaneously.

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

***“Move to adopt Resolution No. 2015-072 approving the preliminary and final plat and preliminary and final PUD plans for the Northeast Metro Intermediate School District 916 school facility”***

**LEGISLATIVE HISTORY/PLANNING COMMISSION REPORT:** The attached staff report to the Planning Commission provides an overview of the request and a detailed description of the issues associated with the request as identified by Staff. The Planning Commission considered the PUD plans at its August 24<sup>th</sup> meeting and conducted a public hearing on the applicant’s request. The Commission did not receive any public comments concerning the proposed building. Representatives of the applicant addressed the Commission and provided additional information concerning the design of the building and the operation of the school.

The Planning Commission reviewed the project for consistency with the Lake Elmo Design Guidelines and Standards Manual, and found that the project complied with all applicable provisions for development in the City’s BP – Business Park Zoning District. The one area of concern voiced by the Commission was the proposed roof design; the Commission wanted to see additional articulation included in the final design and supported the inclusion of a condition of approval to address this matter. The Commission also requested the addition of a requirement that the developer address all review comments from the City Engineer in his memorandum dated August 21, 2015.

The Planning Commission adopted a motion to recommend approval of the preliminary and final plat and preliminary and final PUD development plans with the findings and conditions as noted in the attached Resolution 2015-072. The motion passed unanimously.

**BACKGROUND INFORMATION (SWOT):**

**Strengths**

- The proposed building is consistent with the Lake Elmo Design Guidelines and Standards Manual
- The project is consistent with the Lake Elmo Comprehensive Plan and BP – Business Park Zoning requirements
- The proposed development will occupy an existing, platted,

vacant lot within the Eagle Point Business Park

- Weaknesses**
- Roof articulation meets minimum requirements, but will be improved with the final plans.
- Opportunities**
- The proposed development will bring a active into Lake Elmo to the City of Lake Elmo (with 75 new jobs anticipate within the facility).
  - The proposed building and landscaping will be a nice addition to the Eagle Point Business Park
- Threats**
- The facility will bring bus traffic onto Eagle Point Boulevard.

**RECOMMENDATION:** Based upon the above background information, Staff report and Planning Commission recommendation, it is recommended that the City Council approve the preliminary and final plat and preliminary and final PUD development plans to allow Northeast Metro Intermediate School District 916 to construct a public school facility for special needs students to be located within the Eagle Point Business Park with the 16 conditions of approval as documented in the resolution of approval by taking the following action / with the following motion:

***“Move to adopt Resolution No. 2015-072 approving the preliminary and final plat and preliminary and final PUD plans for the Northeast Metro Intermediate School District 916 school facility”***

**ATTACHMENTS:**

1. Resolution No. 2015-072
2. Area Map
3. Planning Commission Report 8/24/15
4. City Engineer’s Memo
5. Staff Report
6. Engineering Memo
7. Resolution Approving the CUP authorizing the school use
8. Applicant’s Submittals
9. Fire Chief Review Comments
10. Applicant Letter to Bremer Bank
11. Services Agreement

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

**RESOLUTION NO. 2015-072**

*A RESOLUTION APPROVING A PRELIMINARY AND FINAL PLAT AND PRELIMINARY AND FINAL DEVELOPMENT PLANS FOR THE NORTHEAST METRO INTERMEDIATE SCHOOL DISTRICT 916 SCHOOL FACILITY WITHIN THE EAGLE POINT BUSINESS PARK*

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

**WHEREAS**, Northeast Metro Intermediate School District 916, 2540 County Road F East, White Bear Lake, MN, (Applicant) has submitted an application to the City of Lake Elmo (City) for a preliminary and final plat and preliminary and final PUD plans associated with a new public school facility for special needs students to be located on a property which is legally defined as: Outlot A, Eagle Point Business Park 7<sup>th</sup> Addition, according to the recorded plat thereof, Washington County, Minnesota; and

**WHEREAS**, the current lot is proposed to be replatted as Lot 1, Block 1 of Eagle Point Business Park 8<sup>th</sup> Addition, a copy of which is on file in the City of Lake Elmo Planning and Zoning Department; and

**WHEREAS**, the City has agreed to conduct a simultaneous review of the preliminary and final plat and preliminary and final PUD plans for the Applicant's school facility because the site has previously been platted and improved as future buildable lot within the Eagle Point Business Park and is appropriate because of the limited scale of the proposal; and

**WHEREAS**, the Lake Elmo Planning Commission held a public hearing on August 24, 2015, to consider the preliminary and final plat for Eagle Point Business Park 8<sup>th</sup> Addition and the preliminary and final PUD development plans for the school facility; and

**WHEREAS**, on August 24, 2015, the Lake Elmo Planning Commission adopted a motion to recommend that the City Council approve the preliminary and final plat for Eagle Point Business Park 8<sup>th</sup> Addition and the preliminary and final PUD plan for the school facility with conditions; and

**WHEREAS**, the Lake Elmo Planning Commission has submitted its report and recommendation concerning the Eagle Point Business Park 8<sup>th</sup> Addition preliminary and final plat and the preliminary and final development plans as part of a memorandum to the City Council from Community Development Director Kyle Klatt for the September 1, 2015 Council Meeting; and

**WHEREAS**, the City Council reviewed the Eagle Point Business Park 8<sup>th</sup> Addition preliminary and final plat and the preliminary and final development plans for school facility at its meeting held on August 18<sup>th</sup>, 2015.

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

### **FINDINGS**

- 1) That the procedure for obtaining approval of said Final Plat is found in the Lake Elmo City Code, Section 153.08.
- 2) That all the requirements of said City Code Section 153.07 related to the Final Plat have been met by the Applicant.
- 3) That the procedure for obtaining approval of said Preliminary and Final PUD plans is found in the Lake Elmo City Code, Section 154.800.
- 4) That all the requirements of said City Code Section 154.800 related to the Preliminary and Final PUD plans have been met by the Applicant.
- 5) That the proposed Preliminary and Final PUD Plans for the Northeast Metro Intermediate School District 916 consists of an approximate 75,000 square foot public school facility for special needs students, and will provide 154 parking stalls in accordance with plans and specifications submitted to the City, and will be located on property legal described as follows: Lot 1, Block 1, Eagle Point Business Park 8<sup>th</sup> Addition.
- 6) That the proposed PUD will allow a more flexible, creative, and efficient approach to the use of the land.
- 7) That the proposed PUD is in conformance with the Comprehensive Guide Plan for the City.
- 8) The application is conforming to the standards and requirements for a PUD within the Eagle Point Business Park;
- 9) The building design largely employs guidance from the City's design standards including building placement, open space, landscaping, controlled parking lot lighting, high quality exterior materials and a cohesive architectural style;
  - a. The applicant has agreed to improve the building design through the addition of more parapet walls on all four sides of the building to bring the roofline into compliance with required design standards;

- b. The applicant has updated the lighting plan to eliminate the nonconforming illumination at the northern entry point;
- 10) Engineering design standards are being met or can be met via conditions; and
- 11) Review of the plan did not identify any environmental issues that cannot be addressed through the proposed design.

**NOW, THEREFORE, BE IT RESOLVED THAT** the City Council does hereby approve the Eagle Point Business Park 8<sup>th</sup> Addition Preliminary and Final Plat and the Preliminary and Final PUD Plans for the Northwest Metro Intermediate School District 916 public school facility subject to the following conditions:

- 1) The City Engineer shall approve all final easements prior to consideration of the Preliminary & Final PUD Plan/Plat by Council.
- 2) All changes and modifications to the plans requested by the City Engineer in review memo dated 8/20/15 shall be incorporated into these final plans before they are approved.
- 3) The City Engineer shall work with the applicant to finalize all stormwater management plans to bring them into compliance with all applicable state and local regulations.
- 4) All necessary permits from other State, Regional, or local agencies shall be provided to the City prior to issuance of a building permit.
- 5) Fire related conditions include:
  - a. FIRE HYDRANTS
    - i. Spacing – prior to filing of the final plat, the City Engineer must approve proposed spacing of fire hydrants after confirming proposed placements meet City requirements for commercial development.
    - ii. The hydrant on the East side of the property, currently identified as “FUTURE ADDITION,” shall be installed at the same time as all other fire hydrants.
  - b. The FDC (Fire Department Connection) location, Annunciator Panel location, lock box location, and lock box type shall all be approved by the Fire Chief prior to installation.
  - c. Fire lanes shall be identified with the Fire Chief, and all such lanes shall be marked by painted curbing and signage when constructed.

- 6) Height of all lighting standards shall not exceed 30'.
- 7) Silt fencing and/or other erosion control BMPs as directed by the City Engineer shall be shown at the construction limits with the future building permit application.
- 8) Telephone, electric, and/or gas service lines are to be placed underground in accordance with the provisions of all applicable City ordinances.
- 9) Design of both monument signs shall be brought into compliance with City standards for maximum sign size [thirty-two (32) square feet given the characteristics of the adjacent roadway].
- 10) A park dedication payment in the amount of \$50,938.86 shall be paid to the City prior to the issuance of a building permit for the proposed school building.
- 11) Access charges for municipal services (as may be applicable) shall be paid prior to the issuance of a building permit for the proposed school building.
- 12) The final landscape plan be reviewed and approved by the City's consulting landscape architect prior to a building permit being issued.
- 13) Building plans shall be updated to include additional parapet walls on all four sides of the building to address an existing lack of roof articulation.
- 14) All exterior metal shall be painted or colored with earth tones which complement the other proposed siding materials for the building.

Passed and duly adopted this 1<sup>st</sup> day of September, 2015, by the City Council of the City of Lake Elmo, Minnesota.

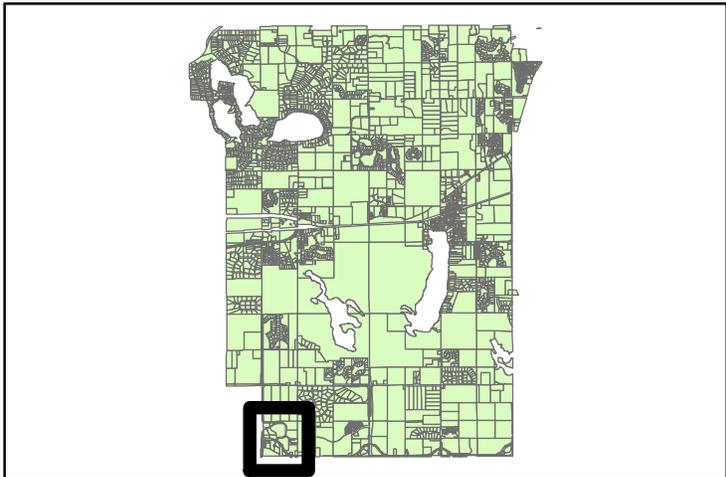
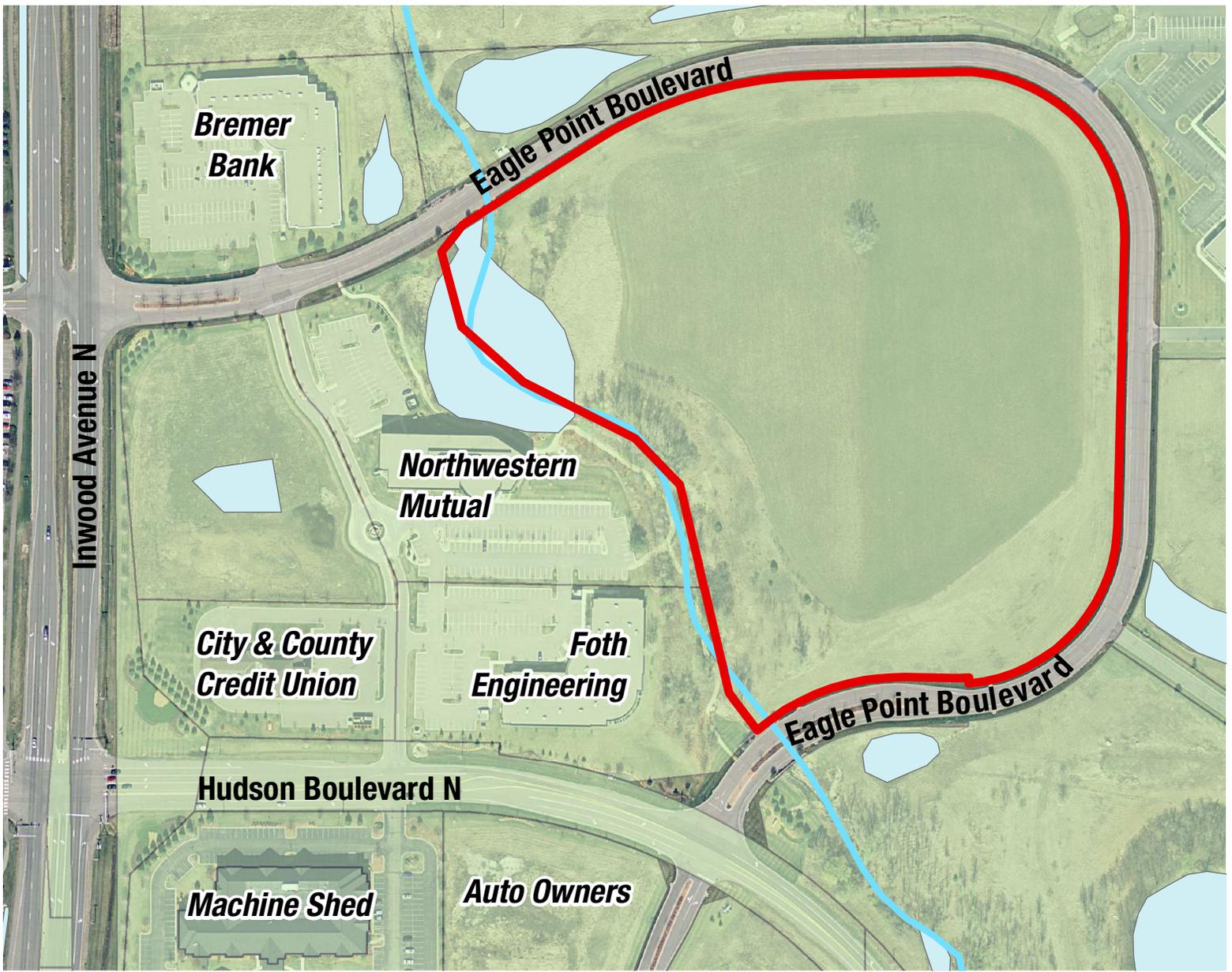
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Mike Pearson, Mayor

ATTEST:

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Julie Johnson, City Clerk



Location within the City of Lake Elmo

**ISD 916**



**SITE IDENTIFICATION MAP**



quality excellence economic best dedicated responsible contribute planning professional collaborative exceed quality experts innovative success engineer focus environmenta  
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City of Lake Elmo Planning Department  
**Preliminary & Final PUD Plan/Plat**

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*To:* **Planning Commission**

*From:* **Kyle Klatt, City Planner**

*Meeting Date:* **August 24<sup>th</sup>, 2015**

*Applicants:* **Northeast Metro Intermediate School District 916**

*Location:* **Outlot A, Eagle Point Business Park, 7<sup>th</sup> Addition**

### ***Introductory Information***

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***Request:*** The Northeast Metro Intermediate School District 916 is seeking approval of a preliminary and final plan/plat for Eagle Point Business Park 8<sup>th</sup> Addition within the Eagle Point Business Park.

The original platting and approval of the Eagle Point Business Park entailed the creation of multiple Outlots which were to be developed through platting as businesses came forward. This request would re-plat Outlot A of Eagle Point Business Park, 7<sup>th</sup> Addition into Lot 1, Block 1, Eagle Point Business Park, 8<sup>th</sup> Addition.

In addition to the requested platting, this PUD application would approve a site plan authorizing construction of an approximate 75,000 square foot building. The building would house a school for children with special needs in first through eighth grade. The school will have a total of twenty-one (21) classrooms, although two (2) of these rooms are anticipated to be earmarked for special activities and will not be used full time. Each classroom will hold a maximum of six (6) students, and it is anticipated that only eighty (80) students will be on-site in any given year. Should every classroom be used to its assigned maximum, a total of 126 students could be served from this site. A total of seventy-five (75) jobs are anticipated from this development (~50 teachers and 25 administrative/support positions). The typical hours of operation for the school are 7:00 a.m. to 4:00 p.m. daily.

Construction is anticipated to begin in spring of 2016 with completion of the building in the summer of 2017.

***Process:*** The Eagle Point Business Park was approved as a Planned Unit Development in the early 2000's, and the initial installation of roads and utilities has already occurred throughout the park. Development of individual building sites such as this is to be completed through the simultaneous review of preliminary and final plans, with this review ensuring that everything is ready for final approval.

(cont.) In 2013, BWBR Architects, on behalf of ISD 916, applied for and received a conditional use permit to allow construction of a new public school on the subject site. This review takes the conditions of that approval under consideration, and provides updates where necessary.

- Site Data:**
- *Existing Zoning* – BP (Business Park)
  - *Land Use Guidance* – Business Park
  - *Parcel size* – 19.49 acres (848,981 square feet)
  - *Property Identification Numbers (PIDs)* – 33-029-21-42-0013
  - *Current Legal Description* – Outlot A, Eagle Point Business Park 7<sup>th</sup> Addition, according to the recorded plat thereof, Washington County, Minnesota

## Review

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### IN GENERAL:

**Site Character:**

- The entire site is largely natural grasses with a few scattered trees. The eastern portion of the site and the middle of the site is nearly flat. The western portion of the site gently slopes downward from east to west to a DNR protected water course (intermittent stream) that runs along the west lot line.

**Lot Configuration:**

- This plat would create a single lot utilizing existing Outlot A, 7<sup>nd</sup> Addition.
- The lot configuration was previously reviewed and approved as a future building site by the Eagle Point Business Park 7<sup>nd</sup> Addition PUD plat review.

**Area Calculations:**

- **Parks and public open space:** No public parks are proposed as part of this developmet.
- **Public street rights-of-way:** none proposed
- **Wetlands:** the applicant is in the process of seeking a no loss determination (application included within this packet). As a condition of approval, staff would recommend that approval of all wetlands (or lack thereof) shall be completed prior to filing of the final plat.

**Future parcel development:**

- The proposed plat and site plan would fully develop this parcel.

- Adjacent parcel dev.:** Adjacent parcels to the southwest are already fully developed, so this proposal will not impact future development.
- Proposed Use:**
- “Schools, public and private” is a conditionally permitted use within the Eagle Point Business Park.
  - On December 17<sup>th</sup>, 2013, the Lake Elmo City Council passed Resolution No. 2013-107, approving a conditional use permit to allow a public school building within the Eagle Point Business Park. The CUP was granted with the following conditions:
    - *The applicant shall submit final development plans and a final plat consistent with the City’s Planned Unit Development and Subdivision requirements prior to the issuance of a building permit and prior to the commencement of any grading activity on the site.*
      - This is the process that is currently under review. **Criteria met.**
    - *The applicant shall secure any required permits form the South Washington Watershed District prior to commencing any grading or construction activity on the site.*
      - As a condition of approval, any further watershed district approvals that might be necessary shall be obtained prior to issuance of a building permit. **Criteria met.**
    - *The final development plans shall include detailed landscape plans that conform to the Lake Elmo Zoning Ordinance and Eagle Point Business Park PUD Standards.*
      - Detailed landscape plans have been provided and are reviewed herein. **Criteria met.**
    - *The applicant shall submit detailed architectural plans at the time of the final development plan review by the City. These plans shall conform to the City’s Design Guidelines and Standards Manual and the Eagle Point Business Park Design Guidelines.*
      - Details of the proposed exterior have been provided for review and are analyzed herein. **Criteria met.**
    - *The final development plans shall include a signage plan.*
      - Details of the proposed signs have been provided for review and are analyzed herein. **Criteria met.**

- (cont.)
- *The applicant shall pay a fee in lieu of park land dedication as determined by the City prior to the final plat being released for recording.*
    - Required park dedication is analyzed herein, and is typically paid for prior to issuance of a building permit. **Criteria met.**
  - *The final plat shall include all easements for drainage and utility and other purposes as required by the City Engineer.*
    - Proposed easements are shown on the preliminary and final plat/plans, and are analyzed herein. **Criteria met.**
  - *The applicant shall enter into a service agreement with the City prior to issuance of a building permit for the site.*
    - This condition of approval would carry over with any approvals for this application. **Criteria met.**
  - *The Conditional Use Permit shall be valid for a period of 24 months. The permit shall become void if an application for a final development plan is not submitted within 24 months of the date on which the conditional use permit was granted by the City Council.*
    - Application for preliminary and final plat/plan approval was submitted prior to the 24 month deadline. **Criteria met.**
  - *The applicant shall work with the City and neighboring property owners to develop an amicable resolution to the traffic and access spacing concerns that were voiced during the public hearing by a business owner within the Eagle Point Business Park.*
    - The concerns over possible problems between bus routes and employee traffic have been addressed since the conditional use permit was approved. Further details on this resolution are listed under “Resident Concerns” on page 6. **Criteria met.**

**Building  
Location:**

- The proposed building will be more than 50’ from ROW and more than 10’ away from all other lot lines as required by code.
- Building placement is in accordance with encouraged development standards allowing for effective auto and pedestrian circulation, building setbacks, and open space along Eagle Point Boulevard.

- Building Size:** | ■ The proposed building foundation will exceed the required minimum of 10,000 square feet.
- Building Height:** | ■ No Business Park structure shall exceed 60' in height, and parapet walls shall not exceed more than 4 feet above the height permitted of the building.  
■ This one-story structure will be compliant with the allowed height maximum.
- Building Design:** | ■ While not mandated, design standards encourage architectural treatments around the building with windows and doors that reflect the architectural style of the structure. As demonstrated by the plans, there are interesting elements included on all four sides of the structure, and the intermixing of brick and metal will provide visual interest from all directions.  
- While not noted on the plans, all exterior metal appears to be painted or colored with earth tones, but such is listed herein as a condition of approval to ensure that is the case.  
■ Except for four (4) chimney/vents central to the structure, all roof equipment is proposed to be enclosed within the new building thereby eliminating a main concern to exterior aesthetics.  
■ Entryways for school facilities have special security considerations not typical for uses within the Business Park district, so staff is inclined to defer to the school district on best locations and positioning that best accomplish those goals. That said, overhangs or awnings are provided at the two main entry points off the front of the building adjacent to the proposed parking lot in accordance with the design standards.  
■ The one area that is currently lacking in the current design is the need to incorporate parapets of varying heights. While some minor deviations are proposed, the vast majority of the building from the north, west, and south will appear to be of a single uniform height. It is recommend that the plans be updated to include additional parapet walls on all four sides of the building to address this deficiency.
- Lot Access:** | ■ The lot will have direct access to a public road (Eagle Point Boulevard).  
■ There will be two entry points from Eagle Point Boulevard, one at the northern edge of the site and the other at the eastern edge. Both will connect to the building's parking facilities.  
■ Both accesses to the lot will have a monument sign indicating the name and address of the school. These signs are analyzed under the heading of "Signage" on page 7.

- Easements:**
- All standard drainage and utility easements are shown on the preliminary plan and final plat documents.
  - Engineering comments regarding easements may be found on the Engineer's memo attached to this report.

- Resident Concerns:**
- Owners of the Bremer Bank adjacent to the site initially raised concerns about traffic conflicts with school buses during the Conditional Use public hearing. The applicant met with Kathy Tucci of Bremer Bank, and the Bank has since communicated with the City in writing that all concerns have been addressed.
  - A letter from ISD 916 to Bremer Bank is also included in this packet documenting closure of this concern.

#### **INFRASTRUCTURE:**

- Road System:**
- The road system in this area is fully built out, and no new roads are necessary to service this parcel.

- Water System(s):**
- The site will be served by 6" service lines which tie into the public 12" water line in Eagle Point Boulevard.
  - Engineering comments regarding the proposed water service may be found on the Engineer's memo attached to this report.

- Sanitary System(s):**
- Engineering comments regarding the proposed sanitary service may be found on the Engineer's memo attached to this report.

- Storm water /Grading:**
- Engineering comments regarding stormwater management and grading may be found on the Engineer's memo attached to this report.

- Utilities:**
- Telephone, electric, and/or gas service lines are to be placed underground in accordance with the provisions of all applicable City ordinances.

**Parking  
Facilities:**

- The required parking ratio is one (1) space per staff member plus one (1) space per five (5) students of legal driving age based on design capacity
  - *The school will have a capacity of 75 staff members which would require 75 parking stalls*
  - *The school will have a capacity of 0 students of legal driving age, requiring 0 parking stalls*
- **As proposed, 154 stalls are being provided which meets the minimum requirement.**
- All parking stalls (except for a few accessible stalls and compact car stalls) are proposed to be 9 feet wide and 18 feet long. Minimum standards per Eagle Point Business Park Development Standards are 9'x18' north of Hudson Boulevard, and up to 20% of stalls may be designed for compact cars which require an 8'x16' space. All stall dimensions are in accordance with these requirements.
- The proposed parking lot conforms to minimum parking setbacks (front, 20'; sides and rear, 10'; side street, 20').
- As encouraged by the City's development standards, landscape islands are included within the parking lot, and lot lighting can be well controlled on site with one minor revision.

**Sidewalks or  
Trails:**

- As there are no sidewalks or trails leading to the site, none are proposed as part of this development.

**Signage:**

- No new street signs will be required as no new roads are being constructed.
- The applicants are proposing two monument signs on the property; one located at each driveway access point off of Eagle Point Boulevard. According to code, two monument/ground signs are allowed for any lot with street frontage exceeding 1,000 feet. This property has 2,572 feet of street frontage along Eagle Point Boulevard, so two monument signs are allowed by permit.
- The allowed size of ground signs depends on the characteristics of the adjacent road. Since Eagle Point Boulevard is a two-lane road, with a speed limit of 30 mph, a ground sign may be up to ten (10) feet in height and thirty-two (32) square feet in area.
  - *The proposed ground signs are nine (9) feet high;*
  - *Liberally measuring the signs to **only** account for the main signage area results in the signs being roughly 38 square feet in size.*

- (cont.)**
- *Conservatively measuring each sign to include ALL of the potential sign face (including the base) results in a measurement of roughly 70 square feet.*
  - *Regardless of how the calculation should be made, the signs as proposed currently exceed allowed requirements and must be updated to be in compliance prior to sign permits being issued.*
  - Wall signs are currently limited to entrance markings, and all such letter appears to be in conformance with required standards.

- Fire Issues:**
- Fire hydrant locations appear to be adequate according to the Fire Chief, although the hydrant on the east side of the site currently labeled as “FUTURE ADDITION” must be installed immediately and should not be delayed.
  - The FDC (Fire Department Connection) location needs to be approved by the Fire Chief with the future building permit application.
  - Once the building is nearing completion, the school district shall contact the fire chief for instruction on how to order the required lock box and to get approval of its final location on-site.
  - Fire lanes must be identified, and be marked by painted curbing and signage.
  - The location of the Annunciator Panel must be approved by the Fire Chief.

- Streetlights:**
- No streetlights are required as part of this development.

- Lighting Plan:**
- The lighting plan for the site shows that illumination at the boundaries of the property will be within required standards with the exception of the light proposed for the northern entry point.
  - Per section 150.038 of City Code, the maximum illumination level at the property boundary is 1.5 foot candles if the fixture has a total cut off angle of greater than 90 degrees, and 3.0 if the fixture has a total cut off angle of less than 90 degrees. Regardless of the fixture type, the current lighting plan indicates that 3.5 foot candles will exist on the property line. As a condition of approval, the lighting plan must be updated to relocate the northern entrance light until illumination at the property line is within acceptable levels.
  - The height of all lighting standards shall not exceed 30’.

- Monuments:**
- Because the plat will not be changing any lot lines, existing monumentation for Outlot A will continue to be accurate following approval of the proposed plat.

**ENVIRONMENTAL & OTHER NEIGHBORHOOD IMPACTS:**

- |   |   |
|---|---|
| <b><i>Environmental Impacts:</i></b>          | <ul style="list-style-type: none"><li>▪ Staff has not identified any need for an in-depth environmental analysis based on the current proposal (i.e. EAW, EIS, AUAR, etc.)</li></ul>  |
| <b><i>Wetlands &amp; Public Waters:</i></b>   | <ul style="list-style-type: none"><li>▪ The applicant is in the process of seeking a no loss determination (application included within this packet). As a condition of approval, staff would recommend that approval of all wetlands (or lack thereof) shall be completed prior to filing of the final plat.</li><li>▪ It has already been determined that a DNR Public Waters Work Permit is not needed for the proposed activity.</li></ul>  |
| <b><i>Shoreland District:</i></b>             | <ul style="list-style-type: none"><li>▪ This site is not within a designated shoreland district.</li></ul>  |
| <b><i>Erosion Control:</i></b>                | <ul style="list-style-type: none"><li>▪ Silt fencing has been proposed throughout the project site, specifically along the western ridge in order to prevent erosion into the DNR protected watercourse at the western edge of the property. Additional silt fences along drainage basins have also been proposed. Any additional erosion control BMPs as directed by the City Engineer should be shown at the construction limits with the future building permit application.</li></ul> |
| <b><i>Traffic:</i></b>                        | <ul style="list-style-type: none"><li>▪ The proposed project will not significantly increase traffic volumes in a manner not anticipated by the original PUD approval. No traffic study is warranted</li></ul>  |
| <b><i>Flood Plain &amp; Steep Slopes:</i></b> | <ul style="list-style-type: none"><li>▪ According to the February 3, 2010 FEMA Flood Insurance Rate Map (27163C0335E), the site is outside of the floodplain (Zone X).</li><li>▪ The City engineer was asked to examine this proposal to determine if there are any steep slope concerns. Any such concerns will be noted in the Engineer's memo attached to this report.</li></ul>   |
| <b><i>Landscaping:</i></b>                    | <ul style="list-style-type: none"><li>▪ According to the Eagle Point Business Park development standards, the primary landscaping materials required for this type of development shall be shade trees with shrubs, hedges and other similar foliage used to complement trees. Berming and landscaping must be approved within one (1) year of City Council approval.</li></ul>   |

- (cont.)**
- **Required Plantings:**
    - A minimum of 5 trees per disturbed acre and a minimum of two (2) trees per 100 linear feet of street frontage shall be provided.
    - Based on 16.7 disturbed acres and 2,572 linear feet of street frontage, code requires at a minimum 84 trees on the site and 52 trees along the road.
    - The applicants have submitted a landscape plan that shows 84 trees being planted on site with 52 trees along the road which does comply with minimum standards.
  - **Parking Landscaping Requirements:**
    - 5% of interior area of parking lots shall be devoted to landscape planting areas in islands or corner planting beds, and shade trees shall be provided on these islands or corner planting beds at 1 tree per 15 spaces.
    - Per the plans, there is 56,755 square feet of parking area which requires 2,838 square feet of internal landscaping areas. The plans indicate 5,600 square feet is being provided which meets minimum requirements.
    - Per plans, 154 parking spaces are being provided which requires 11 island or corner planting trees—all of which are being shown.
  - **Perimeter Parking Lot Landscaping:**
    - A landscaped frontage strip of a minimum of eight (8) feet shall be provided between the parking lot and a public street given that over one hundred spaces are proposed [Section 154.258(E)]. This is being met by the current plans.
    - Within the frontage strip, a screen created by a wall, fence, berm, or hedge is required at a minimum height of 3½ feet, and a maximum of 4 feet. This screening must not be less than fifty percent (50%) opaque on a year-round basis. Additional plantings may be necessary to meet this requirement. Staff is recommending that the final landscape plan be reviewed and approved by the City's consulting landscape architect prior to a building permit being issued.

**Docks:** ▪ Not applicable as the project does not include any lakeshore or deeded access to lakes.

**Other Permits:** ▪ All necessary permits shall be provided to the City prior to issuance of a building permit.

### CHARGES, FEES, & RESPONSIBILITIES:

- In General:*** | ■ As always, the applicant is responsible for all fees related to the review of this application (including but not limited to planning, legal, engineering, wetland, environmental consultants, or other such experts as required by this application).
- Park Dedication:*** | ■ Approval of the Eagle Point Business Park included provisions which allocated individual park dedications to each development site on a square footage basis. The overall fee for the business park to be collected totaled \$252,437, which led to an allocation of \$0.06 per square foot for individual sites within the park. Accordingly, the required dedication would be as follows:
- 848,981 square feet \* \$0.06/sq ft = \$50,938.86**
- Because the proposed playground and sports fields will be semi-private facilities meant for the school and not intended for daily public use, they will not receive credit against the required park dedication.
- Park dedication shall be paid prior to the issuance of a building permit for the proposed office building.
- Sewer Area Charge:*** | ■ As this subdivision will access municipal sewer services, there will be a sewer area charge assessed.
- Building Permit Fees:*** | ■ As this subdivision will access municipal services, hookup fees will be applicable.

**After reviewing all criteria in code, staff believes the requested preliminary and final PUD plan/plat should be approved with conditions.**

### ***Conclusion***

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The Planning Commission is asked to examine the proposed Preliminary & Final PUD Plan/Plat materials and make a determination as to whether they meet all conditions of approval outlined by city code. Keep in mind that an approval at this point finalizes the subdivision—all desired/required changes must be addressed at this time.

**Commission  
Options:**

The Planning Commission has the following options:

- A) RECOMMEND APPROVAL of the requested Preliminary & Final PUD Plan/Plat based on the applicant's submission, the contents of this report, public testimony and other evidence available to the Council.
- B) RECOMMEND DENIAL of the requested Preliminary & Final PUD Plan/Plat based on the applicant's submission, the contents of this report, public testimony and other evidence available to the Commission.
- C) TABLE the request for further study.

**Template  
APPROVAL  
Motion:  
(Recommended)**

- “I move to recommend conditional **approval** of the requested Preliminary & Final PUD Plan/Plat based on the following findings of fact:
  - a) The application is conforming to the standards and requirements for a PUD within the Eagle Point Business Park;
  - b) The building design largely employs guidance from the City’s design standards including building placement, open space, landscaping, controlled parking lot lighting, high quality exterior materials and a cohesive architectural style;
    - a. The applicant has agreed to improve the building design through the addition of more parapet walls on all four sides of the building to bring the roofline into compliance with required design standards;
    - b. The applicant has agreed to update the lighting plan to eliminate the nonconforming illumination at the northern entry point;
  - c) Engineering design standards are being met or can be met via conditions; and
  - d) Review of the plan did not identify any environmental issues that cannot be addressed through the proposed design.

**Recommended  
Conditions:**

1. The City Engineer shall approval all final easements prior to consideration of the Preliminary & Final PUD Plan/Plat by Council.
2. The City Engineer shall work with the applicant to finalize all stormwater management plans to bring them into compliance with all applicable state and local regulations.
3. In accordance with the conditional use permit condition, the applicant shall enter into a service agreement with the City prior to issuance of a building permit for the site.

- (cont.)
4. All necessary permits from other State, Regional, or local agencies shall be provided to the City prior to issuance of a building permit.
  5. Fire related conditions include:
    - a. FIRE HYDRANTS
      - i. Spacing – prior to filing of the final plat, the City Engineer must approve proposed spacing of fire hydrants after confirming proposed placements meet City requirements for commercial development.
      - ii. The hydrant on the East side of the property, currently identified as “FUTURE ADDITION,” shall be installed at the same time as all other fire hydrants.
    - b. The FDC (Fire Department Connection) location, Annunciator Panel location, lock box location, and lock box type shall all be approved by the Fire Chief prior to installation.
    - c. Fire lanes shall be identified with the Fire Chief, and all such lanes shall be marked by painted curbing and signage when constructed.
  6. Height of all lighting standards shall not exceed 30’.
  7. The lighting plan shall be updated to relocate the proposed lighting standard near the northern entry point to a location that brings anticipated foot candles at the property line to a conforming level.
  8. Silt fencing and/or other erosion control BMPs as directed by the City Engineer shall be shown at the construction limits with the future building permit application.
  9. Telephone, electric, and/or gas service lines are to be placed underground in accordance with the provisions of all applicable City ordinances.
  10. Design of both monument signs shall be brought into compliance with City standards for maximum sign size [thirty-two (32) square feet given the characteristics of the adjacent roadway].
  11. A park dedication payment in the amount of \$50,938.86 shall be paid to the City prior to the issuance of a building permit for the proposed school building.
  12. Access charges for municipal services (as may be applicable) shall be paid prior to the issuance of a building permit for the proposed school building.

- (cont.)
13. The final landscape plan be reviewed and approved by the City's consulting landscape architect prior to a building permit being issued.
  14. Building plans shall be updated to include additional parapet walls on all four sides of the building to address an existing lack of roof articulation.
  15. All exterior metal shall be painted or colored with earth tones which complement the other proposed siding materials for the building.

**Template**

**DENIAL**

**Motion:**

(Not Recommended)

- "I move to **recommend denial** of the requested Preliminary & Final PUD Plan/Plat based on the following findings of fact:  
*(Please list your findings of fact as to why the application is not in compliance with zoning or subdivision regulations)*

# MEMORANDUM

# FOCUS ENGINEERING, inc.

Cara Geheren, P.E. 651.300.4261  
Jack Griffin, P.E. 651.300.4264  
Ryan Stempski, P.E. 651.300.4267  
Chad Isakson, P.E. 651.300.4285

Date: August 21, 2015

To: Ben Gozola, Senior Planner, Sambatek  
Cc: Kyle Klatt, Planning Director  
From: Jack Griffin, P.E., City Engineer  
Re: ISD 916 Intermediate School Building  
Final Plat/Construction Plan Review

An engineering review has been completed for the Northeast Metro Intermediate School District Building. The Final Plat and Construction Plan submittal consisted of the following documentation prepared by BRBW dated July 22, 2015:

- Existing Conditions Survey, Preliminary and Final Plat.
- Grading, Drainage and Erosion Control Plans.
- Paving and Dimension Plan.
- Utility Plan.
- Landscape Plan.
- Civil Details and Landscape Details.
- Stormwater Management Plan including SWPPP.

**STATUS/FINDINGS:** An engineering review has been completed for the Eagle Point Business Park 8th Addition Final Plat and Construction Plans. Please see the following comments relating to the Final Plat application.

## FINAL PLAT – EAGLE POINT BUSINESS PARK 8TH ADDITION

1. Additional easements dedicated to the City must be provided as part of the Final Plat. A 30-foot wide utility easement must be placed over all 8-inch watermain pipe, 6-inch hydrant leads and the hydrants, centered over the pipe such that 15-foot easements exist in all directions of the pipe and hydrants. Easements must be shown on the site plan, grading plan, utility plan and Plat.
2. No construction may occur until the applicant has received City Engineer approval for the Final Construction Plans; the applicant has obtained and submitted to the City all applicable permits needed for the project; and a preconstruction meeting has been held by the City’s engineering department.
3. The Final Plat shall not be recorded until final construction plan approval is granted.

## STORM WATER MANAGEMENT PLAN

1. SWWD Permit. The Storm Water Management Plan was determined to be incomplete by the SWWD. The applicant must obtain a SWWD Permit prior to final plan review by the City. Plan revisions made to acquire this permit must be resubmitted for City review.
2. There are two Manage 2 type wetlands on the western edge of the parcel. These wetlands are subject to the requirements SWWD and DNR review. The applicant must submit information to show compliance with SWWD Rule 3 and the Wetland Conservation Act of 1991 as part of the WCA process.
3. The applicant must obtain an MPCA Stormwater Construction Permit prior to the start of construction. Plan revisions made to acquire this permit must be resubmitted for City review.

4. A HydroCAD model has been submitted showing a reduction in rate discharging for the 2, 10, and 100-yr 24-hr storm events, thereby meeting rate control requirements.
5. The applicant is proposing to use a combination of four (4) infiltration basins to meet volume control and water quality requirements. The plan complies with SWWD and state rules subject to verification of plan assumptions.
6. Each infiltration basin area must be investigated to verify infiltration assumptions shown in the storm water model. A minimum of 2 borings are required to a depth of at least 5 feet below the proposed infiltration basin bottom.
7. The storm water facilities are proposed to be constructed on private property and are not being constructed to meet City engineering design standards. The storm water facilities therefore must be privately owned and maintained. A maintenance agreement in a form acceptable to the City should be executed and recorded with the County for all permanent storm water facilities to be located on private property. The agreement shall provide a maintenance plan defining the maintenance responsibilities for the private owner, the type of maintenance and the maintenance intervals.

FINAL CONSTRUCTION PLANS & SPECIFICATIONS: The following comments have been provided to direct plan corrections necessary for final construction plan approval. When submitting revised plans, please provide a point by point response letter that details the changes made to the plans.

1. Final Construction Plans and Specifications must be prepared in accordance with the City Engineering Design Standards Manual using City standard plan notes, details and specifications for all public infrastructure.
2. City of Lake Elmo standard specifications. City of Lake Elmo standard specifications must be placed in a project manual to be available to the Contractor. The project manual must be submitted with the revised final construction plans.
3. The Specifications must include the following statement as the first clause of the supplementary provisions, *"The City Standard Specifications for Public Infrastructure, dated February 2015, shall apply to the work performed under this contract. Any supplemental specifications are intended to supplement the City Standard Specifications, however they do NOT supersede the City Standard Specifications, Details, Design Standards, or ordinances unless specific written approval has been provided by the City."*
4. Sheet 200CG:
  - City Standard Plan Notes for Grading and Erosion Control must be included on the Grading and Erosion Control Plans. Any plan notes that contradict the City plan notes must be removed.
  - A plan note must be added to specify maximum slopes of 4:1 within public R/W.
  - Turf establishment details must be added to the plans. Seed, sod, mulch types and applications must be specified including topsoil requirements and preparation.
  - Seeding mixes and turf establishment requirements for infiltration basins must be added to the plans.
  - Plan notes must be added to require the basin subgrade to be scarified to a minimum 12-inch depth prior to the placement of infiltration soil media.
  - Basin 4 outlet structure elevations and basin elevations must be corrected to be consistent with the proposed design.
  - Storm sewer should be minimum 15-inch diameter.
5. Sheet 200 CP:
  - The project proposes two driveway accesses located off Eagle Point Boulevard. It appears that the driveway locations are consistent with staff direction, however the plans must be updated to show the intersection of Island Drive with Eagle Point Boulevard so staff may review and verify access spacing relative to Island Drive.
  - Drainage, geometric and profile details must be added to the plans to verify drainage is not directed onto Eagle Point Boulevard at each access driveway. Valley gutters may be required to accommodate drainage along Eagle Point Boulevard.

- Curb cuts and utility cuts to the existing pavement of Eagle Point Boulevard to be completed to the limits and at the direction of the City Engineer. All cuts must be full width patches and must be sufficiently large to utilize standard compaction equipment.
- Add plan note at each access driveway as follows: "Sawcut and remove existing B618 concrete curb and gutter at the nearest curb joint. Sawcut along existing bituminous street edge must be straight and smooth".
- Fire Protection. Site Plans must be updated to include the placement of Fire Lanes, Yellow painted curbing and No Parking areas for fire protection purposes at the direction of the Fire Chief.

6. Sheet 200 CU:

- Connection to existing sanitary sewer stub. The project proposes to connect to the existing 8-inch sanitary sewer stub located in Eagle Point Boulevard. A 6-inch private service line is proposed to connect to the building. No public utilities are proposed.
- Connection to existing watermain stub. The project proposes to connect to an existing 12-inch watermain at two locations within Eagle Point Boulevard to create a looped watermain network. In addition, an 8-inch watermain is also proposed interior to the site and looped around the building with 5 hydrants for fire protection. A 4-inch water service line and 8-inch fire service line are proposed to connect to the building (private service lines). The interior site watermain loop with hydrants must be publically owned and maintained. Easements must be provided as part of the revised Plat.
- The City minimum pipe size is 8inch. The 6-inch watermain shown on the northwest side of the building must be revised to 8-inch pipe.
- City Standard Plan Notes for Watermain must be included on the Utility Plans. Any plan notes that contradict the City plan notes must be removed.

7. Sheet 200LP:

- Plan notes must be added to require the Contractor to flag all tree locations for City review and approval prior to installation. All trees must be located a minimum of 5 feet from public utilities.
- Engineering has not reviewed the proposed landscape plan (privately owned) or building plans.

8. Detail Sheets:

- City Standard Details Grading and Erosion Control must be used for the project and included on the detail sheets.
- City Standard Details for Watermain must be used for the project and included on the detail sheets.

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

**RESOLUTION NO. 2013-107**

*A RESOLUTION APPROVING A CONDITIONAL USE PERMIT TO ALLOW A PUBLIC SCHOOL  
BUILDING WITHIN THE EAGLE POINT BUSINESS PARK*

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

**WHEREAS**, BWBR Architects, acting on behalf of Northeast Metro 916 Intermediate School District, 2540 County Road F East, White Bear Lake, MN and United Properties, 3600 American Boulevard, Suite 750, Minneapolis, MN (“Applicant”) has submitted an application to the City of Lake Elmo (the “City”) for a Conditional Use Permit to allow the construction of a new public school serving disabled students in grades kindergarten through eighth grade within the Eagle Point Business Park; and

**WHEREAS**, notice has been published, mailed and posted pursuant to the Lake Elmo Zoning Ordinance, Section 154.102; and

**WHEREAS**, the Lake Elmo Planning Commission held a public hearing on said matter on November 25, 2013; and

**WHEREAS**, the Lake Elmo Planning Commission submitted its report and recommendation concerning the Conditional Use Permit request to the City Council as part of a Staff Memorandum dated December 3, 2013; and

**WHEREAS**, the City Council considered said matter at its December 3, 2013 and December 17, 2013 meetings.

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

**FINDINGS**

- 1) That the procedures for obtaining said Conditional Use Permit (CUP) are found in the Lake Elmo Zoning Ordinance, Section 154.106.
- 2) That all the submission requirements of said Section 154.106 have been met by the Applicant.
- 3) That the proposed Conditional Use Permit is to allow the construction of a new public school serving disabled students in grades kindergarten through eighth grade within the Eagle Point Business Park as more fully described in application materials submitted to the City.
- 4) That the proposed Conditional Use Permit will be located on property legally described as Outlot A of Eagle Point Business Park Seventh Addition according to the plat thereof filed of record in the office of the Register of Titles in and for Washington County, Minnesota.

- 5) That a public school is designated as a Conditional Use within the BP – Business Park Zoning District in Section 154.551 of the Zoning Ordinance; and
- 6) That the proposed use will not be detrimental to or endanger the public health, safety, comfort, convenience or general welfare of the neighborhood or the city.
- 7) That the proposed use conforms to the City of Lake Elmo Comprehensive Plan.
- 8) That the proposed use is compatible with the existing neighborhood.
- 9) That the proposed use meets all specific development standards for such use listed in Article 7 of the Zoning Ordinance.
- 10) That the proposed use will be designed, constructed, operated and maintained so as to be compatible in appearance with the existing or intended character of the general vicinity and will not change the essential character of that area.
- 11) That the proposed use will not be hazardous or create a nuisance as defined under this Chapter to existing or future neighboring uses.
- 12) That the proposed use will be served adequately by essential public facilities and services, including streets, police and fire protection, drainage structures, refuse disposal, water and sewer systems and schools or will be served adequately by such facilities and services provided by the persons or agencies responsible for the establishment of the proposed use.
- 13) That the proposed use will not create excessive additional requirements at public cost for public facilities and services and will not be detrimental to the economic welfare of the community.
- 14) That the proposed use will not involve uses, activities, processes, materials, equipment and conditions of operation that will be detrimental to any persons, property or the general welfare because of excessive production of traffic, noise, smoke, fumes, glare or odors.
- 15) That vehicular approaches to the property, where present, will not create traffic congestion or interfere with traffic on surrounding public thoroughfares.
- 16) That the proposed use will not result in the destruction, loss or damage of a natural or scenic feature of major importance.

### CONCLUSIONS AND DECISION

Based on the foregoing, the Applicants' application for a Conditional Use Permit is granted subject to the following conditions:

- 1) The applicant shall submit final development plans and a final plat consistent with the City's Planned Unit Development and Subdivision requirements prior to the issuance of a building permit and prior to the commencement of any grading activity on the site.
- 2) The applicant shall secure any required permits from the South Washington Watershed District prior to commencing any grading or construction activity on the site.

- 3) The final development plans shall include detailed landscape plans that conform to the Lake Elmo Zoning Ordinance and Eagle Point Business Park PUD Standards.
- 4) The applicant shall submit detailed architectural plans at the time of the final development plan review by the City. These plans shall conform to the City's Design Guidelines and Standards Manual and the Eagle Point Business Park Design Guidelines.
- 5) The final development plans shall include a signage plan.
- 6) The applicant shall pay a fee in lieu of park land dedication as determined by the City prior to the final plat being released for recording.
- 7) The final plat shall include all easements for drainage and utility and other purposes as required by the City Engineer.
- 8) The applicant shall enter into a service agreement with the City prior to issuance of a building permit for the site.
- 9) The Conditional Use Permit shall be valid for a period of 24 months. The permit shall become void if an application for a final development plan is not submitted within 24 months of the date on which the conditional use permit was granted by the City Council.
- 10) The applicant shall work with the City and neighboring property owners to develop an amicable resolution to the traffic and access spacing concerns that were voiced during the public hearing by a business owner within the Eagle Point Business Park.

Passed and duly adopted this 17<sup>th</sup> day of December by the City Council of the City of Lake Elmo, Minnesota.



---

Mike Pearson, Mayor

ATTEST:



---

Adam Bell, City Clerk



NORTHEAST METRO INTERMEDIATE SCHOOL DISTRICT 916  
K-8 Special Education Building Lake Elmo, Minnesota

**PLAT APPLICATION REVIEW**  
July 22, 2015

PROJECT DIRECTORY	
<b>OWNER</b>	NORTHEAST METRO INTERMEDIATE SCHOOL DISTRICT 916 2540 County Road F East White Bear Lake, MN 55110 T 651.415.5562 F 651.415.5510
<b>ARCHITECT</b>	BWBR 380 ST. PETER STREET SUITE 600 SAINT PAUL, MN 55102 T 651.222.3701 F 651.222.8961
<b>CIVIL ENGINEER</b>	LARSON ENGINEERING 3524 LABORIE ROAD WHITE BEAR LAKE, MN 55119-5126 T 651.481.9120 F 651.481.9201
<b>MECHANICAL ENGINEER</b>	DUNHAM 50 SOUTH SIXTH STREET SUITE 1100 MINNEAPOLIS, MN 55402-1540 T 612.465.7550 F 612.465.7551
<b>ELECTRICAL ENGINEER</b>	DUNHAM 50 SOUTH SIXTH STREET SUITE 1100 MINNEAPOLIS, MN 55402 T 612.465.7550 F 612.465.7551
<b>STRUCTURAL ENGINEER</b>	ERICKSEN ROED & ASSOCIATES 2550 UNIVERSITY AVENUE WEST SUITE 201-S ST. PAUL, MN 55114-1904 T 651.251.7570 F 651.521.7578
<b>CONSTRUCTION MANAGER</b>	KRAUS-ANDERSON 8625 Remondva Street NE Circle Pines, MN 55014 763-786-7711 fax: 763-786-2650

SHEET INDEX - FRONT END.

Plat Review	Sheet Number	Sheet Name
■	100.1	TITLE SHEET - PLAT APPLICATION REVIEW

SHEET INDEX - SITEWORK.

Plat Review	Sheet Number	Sheet Name
■	200.CG	GRADING AND EROSION CONTROL PLAN
■	200.CP	PAVING AND DIMENSION PLAN
■	200.CJ	UTILITY PLAN
■	200.LP	LANDSCAPE PLAN
■	201.LP	TREE PRESERVATION & REMOVAL
■	210	DETAILS
■	211	DETAILS
■	220	LANDSCAPE DETAILS

SHEET INDEX - ARCHITECTURAL.

Plat Review	Sheet Number	Sheet Name
■	401.FL	FIRST LEVEL - FLOOR PLAN
■	510	EXTERIOR ELEVATIONS
■	511	EXTERIOR ELEVATIONS
■	512	ISOMETRIC VIEWS

GENERAL NOTES:

- THE ARCHITECTURAL DRAWINGS SHOW PRINCIPAL AREAS AND LIMITS OF CONSTRUCTION WHERE WORK MUST BE ACCOMPLISHED UNDER THIS CONTRACT. INCIDENTAL WORK MAY BE NECESSARY IN AREAS NOT SHOWN ON ARCHITECTURAL DRAWINGS DUE TO CHANGES AFFECTING ELECTRICAL, MECHANICAL AND PLUMBING ALONG WITH OTHER SYSTEMS. THIS INCIDENTAL WORK SHALL BE PART OF THIS CONTRACT AND ALL TRADES SHALL INSPECT THESE AREAS, ASCERTAIN WORK REQUIRED AND DO THE WORK IN ACCORDANCE OF CONTRACT REQUIREMENTS AT NO ADDITIONAL COST.
- CONTRACTORS SHALL VISIT THE SITE DURING BIDDING TO BECOME FAMILIAR WITH THE EXISTING CONDITIONS. THE GENERAL CONTRACTOR SHALL LOCATE, INSPECT AND FIELD VERIFY ALL EXISTING CONDITIONS, DIMENSIONS AND ELEVATIONS PRIOR TO DEMOLITION AND CONSTRUCTION. NOTIFY ARCHITECT IMMEDIATELY OF ANY DISCREPANCIES.
- DO NOT SCALE DRAWINGS. NOTIFY ARCHITECT IMMEDIATELY OF ANY DISCREPANCIES.
- WHEREVER OPENINGS ARE CUT THROUGH FIRE RATED PARTITIONS, IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR FOR WHOM THE HOLE IS CUT TO PATCH AND REPAIR ANY OPENING TO MAINTAIN THE INTEGRITY OF THE FIRE RATING.
- GENERAL CONTRACTOR TO CHECK MECHANICAL DRAWINGS FOR EXISTING PIPES AND DUCTS FURRED IN WALLS. VERIFY SIZE AND LOCATION WITH MECHANICAL CONTRACTOR PRIOR TO PROCEEDING WITH REMODELING.
- FIREPROOFING SHALL BE UNPERFORMED ANY SUBCONTRACTOR PENETRATING THE FIREPROOFING SHALL BE REQUIRED TO REPLACE FIREPROOFING TO THE ORIGINAL CONDITION AND FIRE RATING, AT THE SUBCONTRACTOR'S EXPENSE.
- EQUIPMENT UNIT DIMENSIONS ARE FOR PRODUCT DESCRIPTION ONLY. VERIFY SIZE WITH MANUFACTURER.
- ALL DIMENSIONS PERTAINING TO MECHANICAL, ELECTRICAL, SERVICES OR EQUIPMENT SHALL BE VERIFIED WITH THE RESPECTIVE TRADE.
- ALL CONTRACTORS THAT PENETRATE AND/OR DISTURB ANY AREAS AT EXISTING CONDITIONS SHALL PATCH AREA TO MATCH EXISTING ADJACENT AREA OR SURFACE AND PREPARE FOR SCHEDULED FINISH APPLICATION. COORDINATE WORK WITH GENERAL CONTRACTOR PRIOR TO PROCEEDING.
- VERIFY HEIGHTS AND LOCATIONS OF ACCESS PANELS (AP) AND COORDINATE TYPES WITH TRADES WHICH REQUIRE THEM.
- PROVIDE LINTELS AND FRAMING FOR GRILLES, LOUVERS, AND ROOF VENTS AS REQUIRED BY MECHANICAL CONTRACTOR. VERIFY SIZE AND LOCATION.
- STRUCTURAL, MECHANICAL, AND ELECTRICAL ABBREVIATIONS AND SYMBOLS MAY DIFFER FROM ARCHITECTURAL. SEE RESPECTIVE SECTIONS AND/OR DRAWINGS FOR DEFINITIONS.
- AT MECHANICAL AND ELECTRICAL EQUIPMENT ROOMS, PROVIDE 3/4" X 4" PLYWOOD BACKING BEHIND ALL SURFACE MOUNTED FIXTURES AND EQUIPMENT, UNLESS NOTED OTHERWISE.
- HOUSEKEEPING PADS SHALL BE PROVIDED BY TRADES WHICH REQUIRE THEM. SEE MECHANICAL AND ELECTRICAL DRAWINGS FOR SIZES AND LOCATIONS.

■	NOT ISSUED
■	ISSUED
R	ISSUED FOR REFERENCE ONLY
N	ISSUED AS NOTED

SHEET NUMBERING AND ABBREVIATION EXPLANATION

BUILDING NUMBER	SHEET GROUPING	FLOOR LEVEL	ZONE NUMBER	PLANT TYPE	SHEET GROUPING	PLAN
1	402	1	DE		300	D DEMO PLANS
1	402	1	DE		400	DE DEMOLITION PLAN DI DIMENSION PLAN EX EXTERIOR PLAN FL FLOOR PLAN FN FINISH PLAN FP FLOOR PATTERN PLAN QU EQUIPMENT PLAN RC REFLECTED CEILING PLAN SY (SYSTEMS) FURNITURE PLAN
1	701	1	DF		700	DF DEMO FIRE PROTECTION DM DEMO MED GAS DP DEMO PLUMBING M MECH FIRE PROTECTION P MECH PLUMBING
1	701	1	DF		800	DH DEMO HVAC DP DEMO PIPING H MECH HVAC P MECH PIPING
200	AS				900	DL DEMO ELEC LIGHTING DP DEMO ELEC POWER DS DEMO ELEC SYSTEMS L ELEC LIGHTING P ELEC POWER S ELEC SYSTEMS
100	CO					TITLE SHEET
100	PH					CODE PLAN
100	PH					PHASING PLAN
100	RF					REFERENCE PLAN
200	AS					ARCHITECTURAL SITE PLAN
200	CD					CIVIL DEMOLITION PLAN
200	CG					CIVIL GRADING PLAN
200	CJ					CIVIL UTILITIES PLAN
200	CP					CIVIL PAVING PLAN
200	LP					LANDSCAPE PLAN

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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 duly licensed to practice in the State of Minnesota.

Name: \_\_\_\_\_  
Date: 07/22/2015 Reg. No: \_\_\_\_\_

Saved For: \_\_\_\_\_  
Item: PLAT APPLICATION REVIEW Date: 07/22/2015

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Sheet Title: **TITLE SHEET - PLAT APPLICATION REVIEW**

Sheet No: \_\_\_\_\_

**100.1**

**GRADING NOTES**

1. Tree protection consisting of snow fence or safety fence installed at the drip line shall be in place prior to beginning any grading or demolition work at the site.
2. All elevations with an asterisk (\*) shall be field verified. If elevations vary significantly, notify the Engineer for further instructions.
3. Grades shown in paved areas represent finish elevation.
4. See Landscaping Plan for turf and plantings restoration.
5. All construction shall be performed in accordance with state and local standard specifications for construction.

**LEGEND**

- 405 — EXISTING CONTOURS
- 650 — PROPOSED CONTOURS MAJOR INTERVAL
- 648 — PROPOSED CONTOURS MINOR INTERVAL
- — GRADE BREAK LINE
- — GRADE SLOPE
- ○ ○ ○ SILT FENCE
- RIP-RAP / ROCK CONST. ENTRANCE
- INLET PROTECTION
- CONCRETE WASHOUT STATION
- SPOT ABBREVIATIONS
- TC - TOP OF CURB
- GL - GUTTER LINE
- B - BITUMINOUS
- C - CONCRETE
- EO - EMERGENCY OVERFLOW
- TW - TOP OF WALL
- BW - BOTTOM OF WALL (FIG)
- (\*) - EXISTING TO BE VERIFIED

**EROSION CONTROL NOTES**

1. Owner and Contractor shall obtain MPCA-NPDES permit. Contractor shall be responsible for all fees pertaining to this permit. The SWPPP shall be kept onsite at all times.
2. Install temporary erosion control measures (silt fence, silt fence, and rock construction entrances) prior to beginning any excavation or demolition work at the site.
3. Erosion control measures shown on the erosion control plan are the absolute minimum. The contractor shall install temporary silt fences, sediment traps or basins, additional silt fence, and/or disk the soil parallel to the contours as deemed necessary to further control erosion. All changes shall be recorded in the SWPPP.
4. All construction site entrances shall be surfaced with crushed rock across the entire width of the entrance and from the entrance to a point 50' into the construction zone.
5. The toe of the silt fence shall be trashed in a minimum of 6" The trench backfill shall be compacted with a vibratory plate compactor.
6. All grading operations shall be conducted in a manner to minimize the potential for site erosion. Sediment control practices must be established on all down gradient perimeters before any up gradient land disturbing activities begin.
7. All exposed soil areas must be stabilized as soon as possible to limit soil erosion but in no case later than 14 days after the construction activity in that portion of the site has temporarily or permanently ceased. Temporary stockpiles without significant silt, clay or organic components (e.g., clean aggregate stockpiles, demolition concrete stockpiles, sand stockpiles) and the constructed base components of roads, parking lots and similar surfaces are exempt from this requirement.
8. The normal wetted perimeter of any temporary or permanent drainage ditch or swale that drains water from any portion of the construction site, or diverts water around the site, must be stabilized within 200 linear feet from the property edge, or from the point of discharge into any surface water. Stabilization of the last 200 linear feet must be completed within 24 hours after connecting to a surface water. Stabilization of the remaining portions of any temporary or permanent ditches or swales must be complete within 14 days after connecting to a surface water and construction in that portion of the ditch has temporarily or permanently ceased.
9. Pipe outlets must be provided with energy dissipation within 24 hours of connection to surface water.
10. All pipes shall be installed with a filter material or soil separation fabric and comply with the Minnesota Department of Transportation Standard Specifications.
11. All storm sewers discharging into wetlands or water bodies shall outlet at or below the normal water level of the respective wetland or water body at an elevation where the downstream slope is 1 percent or flatter. The normal water level shall be the invert elevation of the outlet of the wetland or water body.
12. All storm sewer catch basins not needed for site drainage during construction shall be covered to prevent runoff from entering the storm sewer system. Catch basins necessary for site drainage during construction shall be provided with silt protection.
13. In areas where concentrated flows occur (such as swales and areas in front of storm catch basins and inlets) the erosion control facilities shall be backed by stabilization structure to protect those facilities from the concentrated flows.
14. Inspect the construction site once every seven days during active construction and within 24 hours after a rainfall event greater than 0.5 inches in 24 hours. All inspections shall be recorded in the SWPPP.
15. All BMPs must be repaired, replaced, or supplemented when they become nonfunctional or the sediment reaches 1/3 of the BMP capacity. These repairs must be made within 24 hours of discovery, or as soon as field conditions allow access. All repairs shall be recorded in the SWPPP.
16. If sediment escapes the construction site, off-site accumulations of sediment must be removed in a manner and at a frequency sufficient to minimize off-site impacts.
17. All soils tracked onto pavement shall be removed daily.
18. All infiltration areas must be inspected to ensure that no sediment from ongoing construction activity is reaching the infiltration area and these areas are protected from compaction due to construction equipment driving across the infiltration area.
19. Temporary soil stockpiles must have silt fence or other effective sediment controls, and cannot be placed in surface waters, including stormwater conveyances such as cuts and gutter systems, or conduits and ditches unless there is a bypass in place for the stormwater.
20. Collected sediment, asphalt and concrete millings, floating debris, paper, plastic, fabric, construction and demolition debris and other wastes must be disposed of properly and must comply with MPCA disposal requirements.
21. Oil, gasoline, paint and any hazardous substances must be properly stored, including secondary containment, to prevent spills, leaks or other discharge. Restricted access to storage areas must be provided to prevent vandalism. Storage and disposal of hazardous waste must be in compliance with MPCA regulations.
22. External washing of trucks and other construction vehicles must be limited to a defined area of the site. Runoff must be contained and waste properly disposed of. No engine degreasing is allowed onsite.
23. All liquid and solid wastes generated by concrete washout operations must be contained in a leak-proof containment facility or impermeable liner. A connected clay liner that does not allow washout liquids to enter ground water is considered an impermeable liner. The liquid and solid wastes must not contact the ground, and there must not be runoff from the concrete washout operations or areas. Liquid and solid wastes must be disposed of properly and in compliance with MPCA regulations. A sign must be installed adjacent to each washout facility to inform concrete equipment operators to utilize the proper facilities.
24. Upon completion of the project and stabilization of all graded areas, all temporary erosion control facilities (silt fences, hay bales, etc.) shall be removed from the site.
25. All permanent sedimentation basins must be restored to their design condition immediately following stabilization of the site.
26. Contractor shall submit Notice of Termination for MPCA-NPDES permit within 30 days after Final Stabilization.

NORTHEAST  
METRO 916  
INTERMEDIATE  
SCHOOL  
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Eric C. Meyer, P.E.  
Date: 07/23/2015 Reg. No. 44592

Issued For:  
Date: 06/01/2015  
07/23/2015

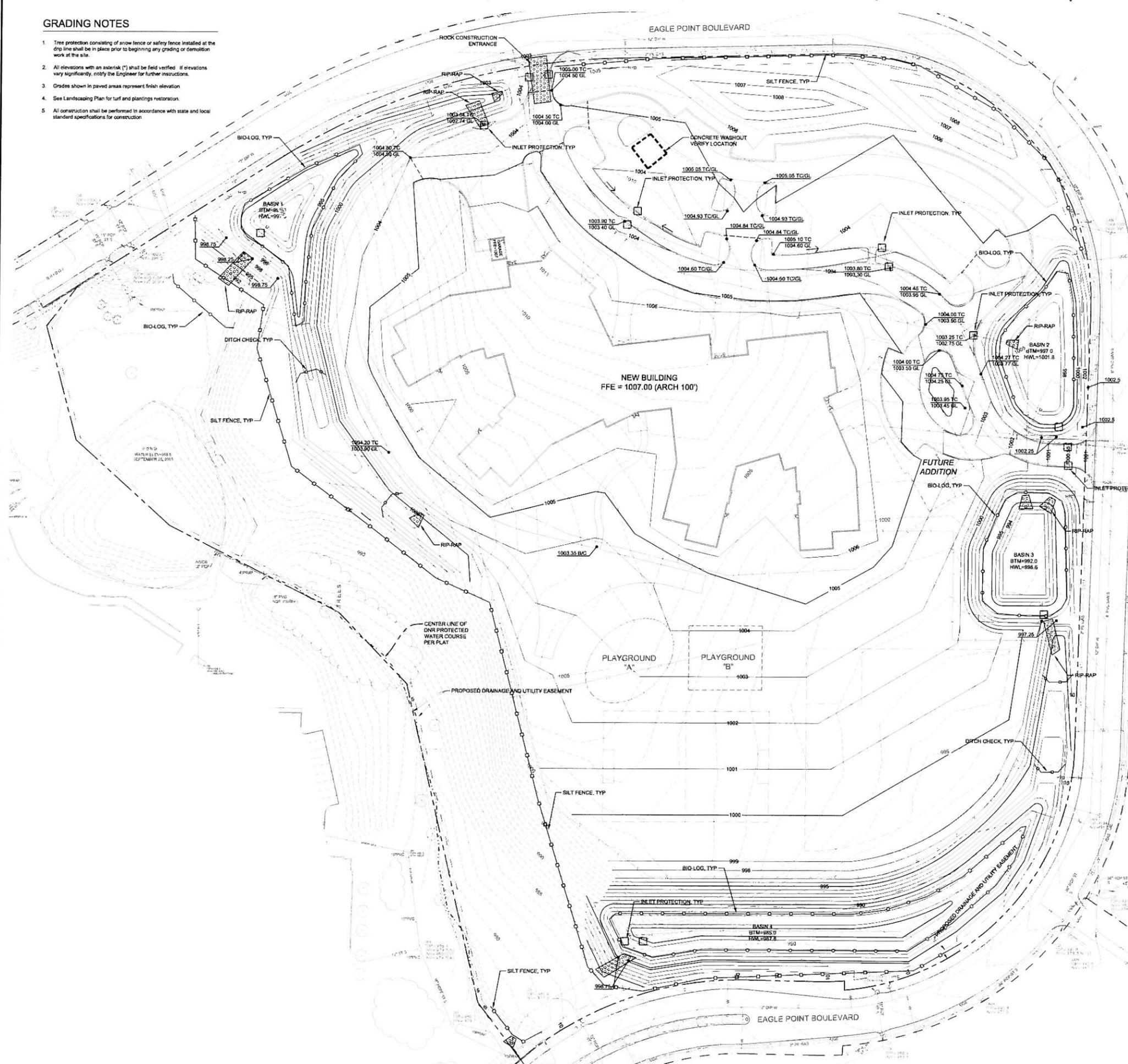
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Sheet Title:  
**GRADING AND  
EROSION CONTROL  
PLAN**

Sheet No:

**200.CG**





NORTHEAST METRO 916 INTERMEDIATE SCHOOL DISTRICT  
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Date: 07/22/2015 Reg. No. 44592

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PLAT APPLICATION REVIEW	07/22/2015

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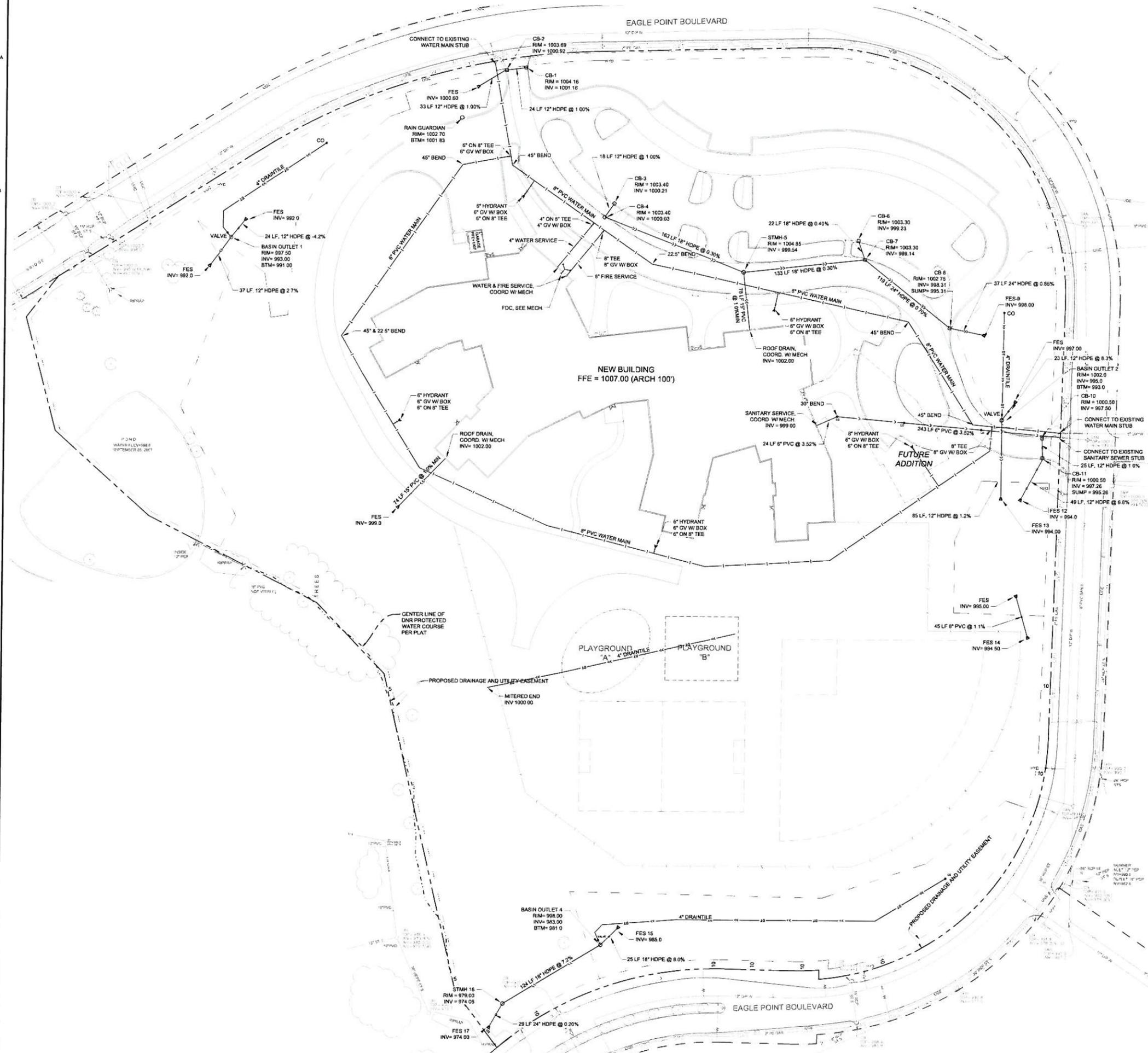
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Sheet Title: UTILITY PLAN

Sheet No. 200.CU

**LEGEND**

○	STORM MANHOLE
□	CATCH BASIN
△	CURB INLET
○	FLARED END
○	SANITARY MANHOLE
○	HYDRANT
⊗	GATE VALVE & BOX
⊗	WATER SHUTOFF
○	LIGHT POLE
—○—	CABLE UNDERGROUND LINE
—○—	ELECTRIC OVERHEAD LINE
—○—	ELECTRIC UNDERGROUND LINE
—○—	FIBER OPTIC UNDERGROUND LINE
—○—	NATURAL GAS UNDERGROUND LINE
—○—	SANITARY SEWER PIPE
—○—	STORM SEWER PIPE
—○—	TELEPHONE UNDERGROUND LINE
—○—	WATERMAIN PIPE
—○—	DRAINTILE PIPE

- UTILITY NOTES**
- It is the responsibility of the contractor to perform or coordinate all necessary utility connections and relocations from existing utility locations to the proposed building, as well as to all onsite amenities. These connections include but are not limited to water, sanitary sewer, cable TV, telephone, gas, electric, site lighting, etc.
  - All service connections shall be performed in accordance with state and local standard specifications for construction. Utility connections (sanitary sewer, watermain, and storm sewer) may require a permit from the City.
  - The contractor shall verify the elevations at proposed connections to existing utilities prior to any demolition or excavation.
  - The contractor shall notify all appropriate engineering departments and utility companies 72 hours prior to construction. All necessary precautions shall be made to avoid damage to existing utilities.
  - Storm sewer requires testing in accordance with Minnesota plumbing code 4715.2820 where located within 10 feet of waterlines or the building.
  - HDPE storm sewer piping and fittings must meet materials and installation standards per Minnesota plumbing code 4715.0420, 6C(4) and 4715.0540 C including ASTM D3212 joint pressure test and ASTM C2321 installation practices. The City requires RCP pipe within the public right-of-way.
  - All RCP pipe shown on the plans shall be MNDOT class 5.
  - Maintain a minimum of 7' of cover over all water lines and sanitary sewer lines. Install water lines 18" above sanitary sewers, where the sanitary sewer crosses over the water line, install sewer piping of materials equal to watermain standards for 8 feet on both sides and maintain 18" of separation.
  - Where 7' of cover is not provided over sanitary sewer and water lines, install 2" rigid polystyrene insulation (MNDOT 3760) with a thermal resistance of at least 5 and a compressive strength of at least 25 psi. Insulation shall be 6" wide, centered over pipe with 6" sand cushion between pipe and insulation. Where depth is less than 5', use 4" of insulation.
  - All watermain piping shall be class 52 ductile iron pipe unless noted otherwise.
  - See Project Specifications for bedding requirements.
  - Pressure test and disinfect all new watermains in accordance with state and local requirements.
  - Sanitary sewer piping shall be PVC, SDR-35 for depths less than 12', PVC SDR-26 for depths between 12' and 26', and class 52 D.I.P. for depths of 26' or more.



LANDSCAPE REQUIREMENTS / PROVIDED OVERVIEW		
ITEM/REQUIREMENT:	REQUIRED:	PROVIDED:
1. ONE (1) TREE SHALL BE PROVIDED PER 50' OF STREET FRONTAGE	2,572 L.F. AT SITE PERIMETER / 50: 52 TREES (13 CONIF. MIN.) REQUIRED	52 TREES (14 CONIF.) PROVIDED
2. FIVE (5) TREES MUST BE PROVIDED FOR EVERY ONE (1) ACRE OF DISTURBED LAND	5 TREES X 16.7 ACRES: 84 TREES REQUIRED (21 CONIF. MIN.)	84 TREES (22 CONIF.) PROVIDED
3. 5% OF PARKING AREA SHALL BE LANDSCAPED	56,755 S.F. TOTAL PARKING AREA X 5%: 2,838 S.F. REQUIRED	5,600 S.F. PROVIDED
4. ONE (1) TREE SHALL BE PROVIDED PER 15 PARKING STALLS	155 TOTAL STALLS / 15 STALLS: 11 TREES (3 CONIF. MIN.) REQUIRED	11 TREES (3 CONIF.) INCLUDED IN ITEM 2. PROVIDED
5. ONE (1) TREE SHALL BE PROVIDED PER 50 L.F. OF PARKING EDGE FACING STREET	431 L.F. PARKING EDGE / 50 L.F.: 9 TREES (3 CONIF. MIN.) REQUIRED	9 TREES (3 CONIF.) INCLUDED IN ITEM 2. PROVIDED
6. 8' CLEAR LANDSCAPE BUFFER SHALL BE PROVIDED AT PARKING PERIMETER	8' CLEAR MIN. LANDSCAPE BUFFER REQUIRED	8' CLEAR MIN. LANDSCAPE BUFFER PROVIDED
TOTAL TREES REQUIRED/PROVIDED	34 CONIF. MIN. REQUIRED 136 TOTAL TREES REQUIRED	100 DECIDUOUS TREES PROVIDED 35 CONIF. TREES PROVIDED 135 TOTAL TREES PROVIDED

NORTHEAST  
METRO 916  
INTERMEDIATE  
SCHOOL  
DISTRICT  
  
LAKE ELMO

B | W | B | R

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DF/  
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I hereby certify that this plan, specification or report was prepared by me or under the direct supervision and that I am a duly licensed landscape architect in the state of Minnesota.

Damon Farber, P.L.A.  
Date: 07/22/2015 Reg. No. 26970

Item	Date
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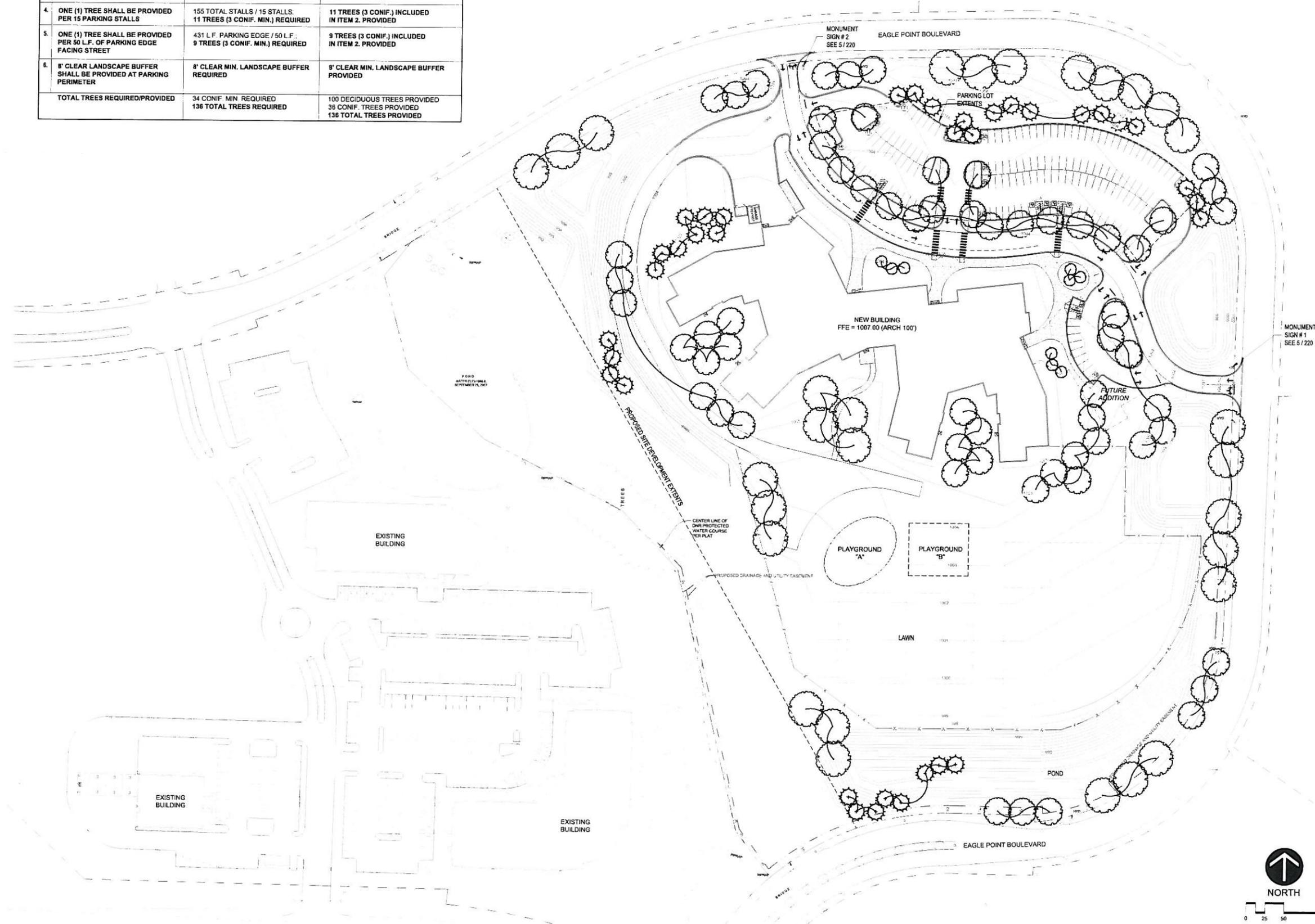
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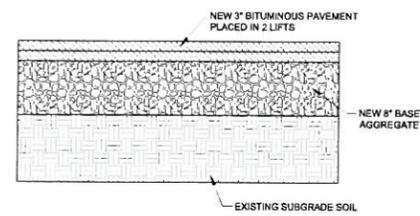
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Sheet No: 200.LP

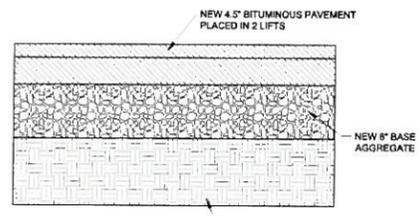
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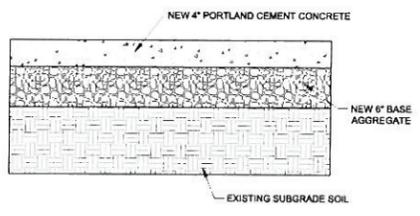




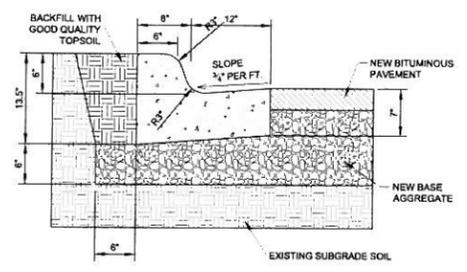
**1 LIGHT-DUTY BITUMINOUS PAVEMENT SECTION**  
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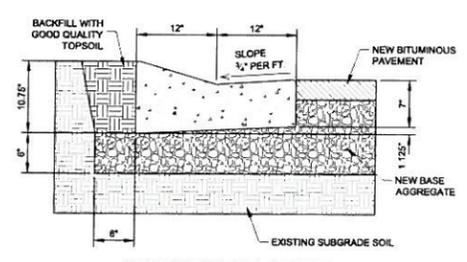
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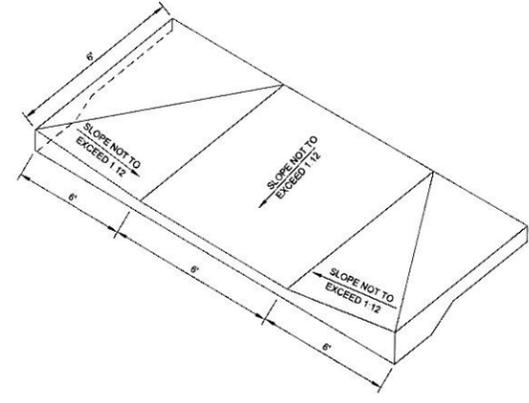
**3 CONCRETE CONSTRUCTION DETAIL**  
NOT TO SCALE



**4 B612 CONCRETE CURB & GUTTER DETAIL**  
NOT TO SCALE

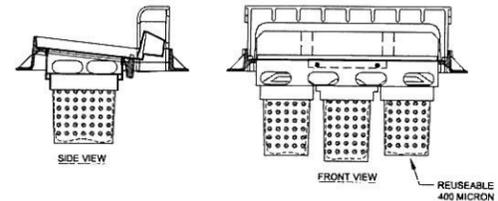


**5 SURMOUNTABLE CURB & GUTTER DETAIL**  
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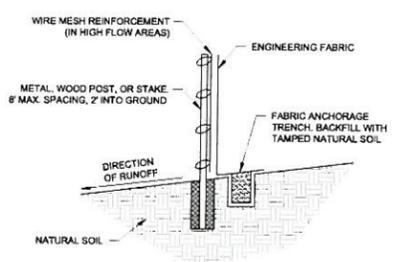


**6 ACCESSIBLE RAMP DETAIL**  
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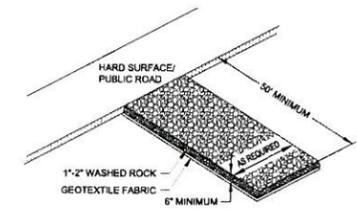
FILTER AREA	6.9 FT <sup>2</sup>
OVERFLOW AREA	0.6 FT <sup>2</sup>
MAXIMUM OVERFLOW RATE (@ 7\"/>	
MAXIMUM OVERFLOW RATE (@ 13\"/>	
BASKET WEIGHT (EMPTY)	1.1 LB
BASKET WEIGHT (FULL APPROX.)	70 LB



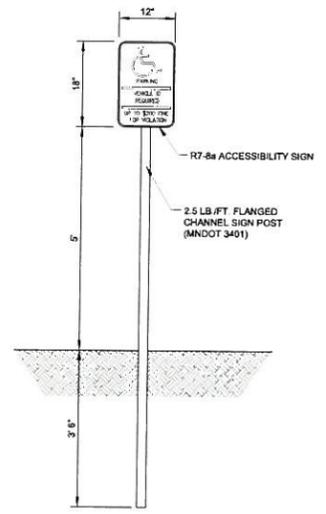
**7 INFRASAFE INLET PROTECTION DEVICE (OR EQUAL)**  
NOT TO SCALE



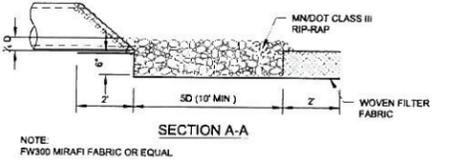
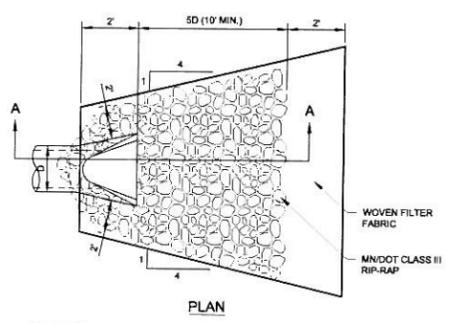
**8 SILT FENCE INSTALLATION DETAIL**  
NOT TO SCALE



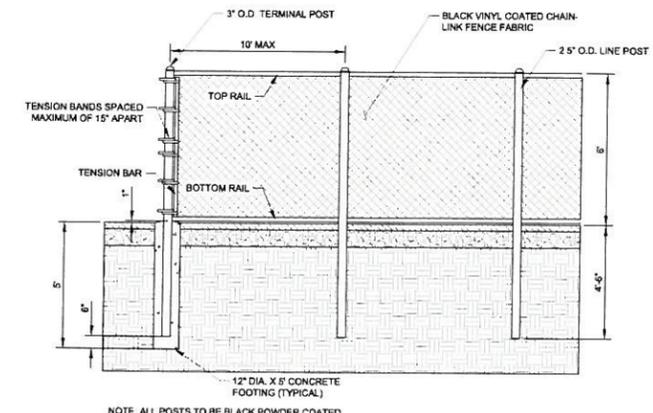
**9 ROCK CONSTRUCTION ENTRANCE**  
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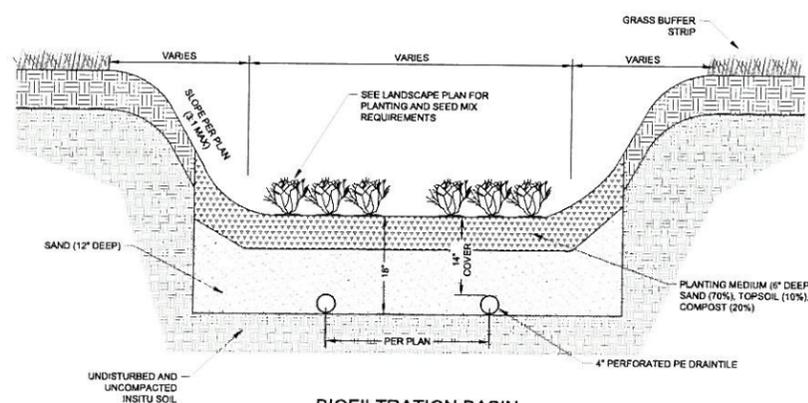
**10 ACCESSIBLE PARKING SIGN DETAIL**  
NOT TO SCALE



**11 RIP-RAP AT OUTLETS**  
NOT TO SCALE



**13 FENCE DETAIL**  
NOT TO SCALE



**12 BIOFILTRATION BASIN SECTION DETAIL**  
NOT TO SCALE

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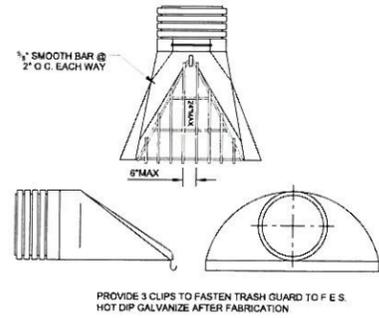
Eric G. Meyer, P.E.  
Date: 07/22/2015 Reg. No. 44592

Item	Date
SD Pricing Package	06/01/2015
PLAT APPLICATION REVIEW	07/22/2015

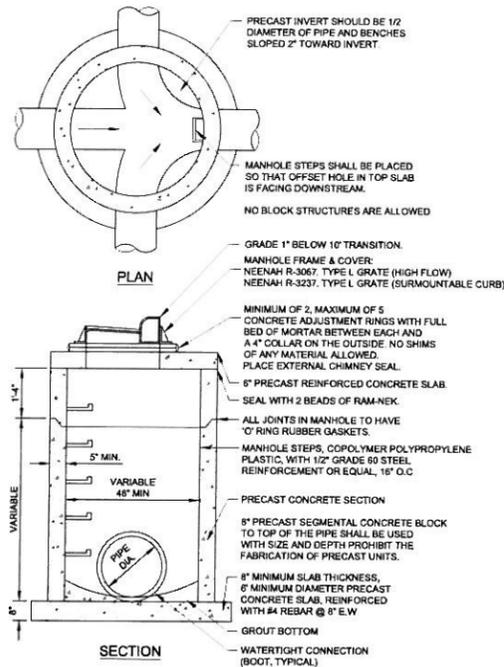
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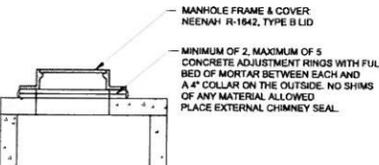
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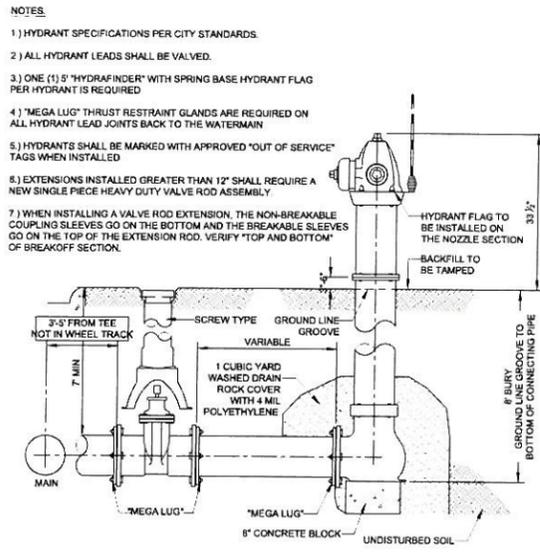
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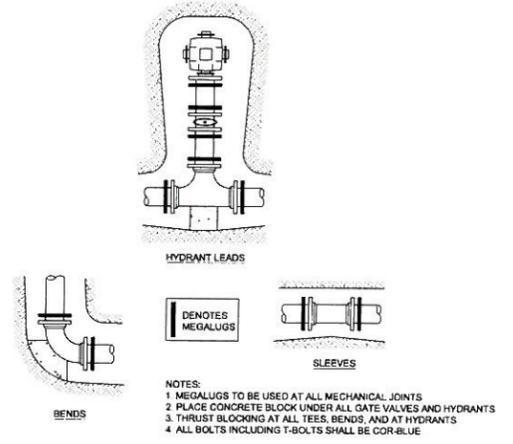
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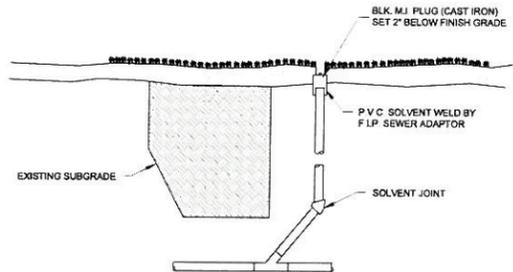
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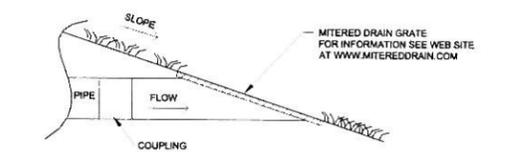
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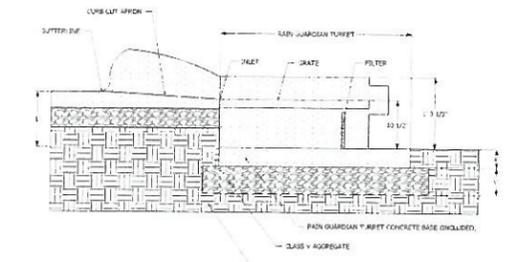
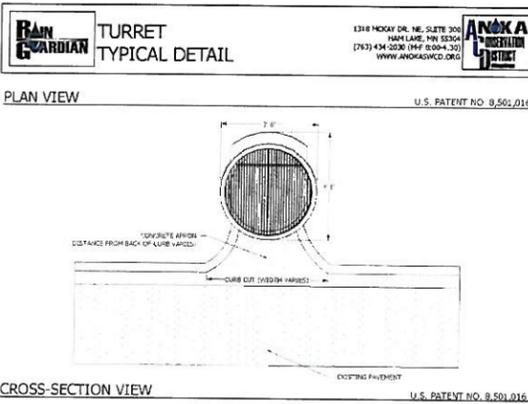
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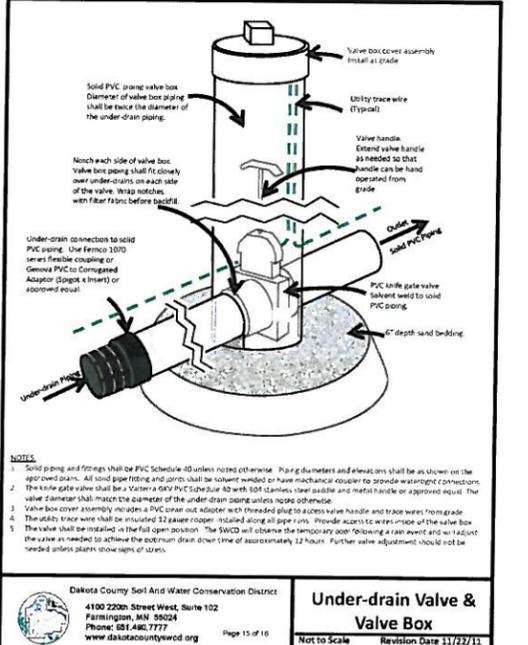
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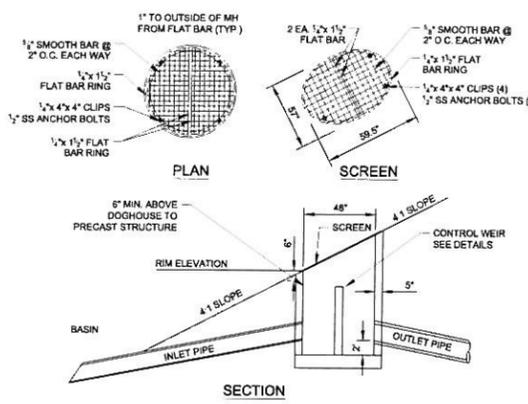
**MITERED END GRATE DETAIL**  
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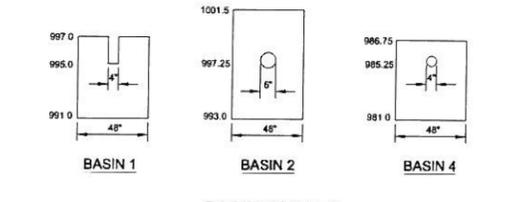
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NOT TO SCALE



**UNDERDRAIN VALVE & VALVE BOX DETAIL**  
NOT TO SCALE



**BASIN OUTLET CONTROL WEIR DETAILS**  
NOT TO SCALE



**BASIN OUTLET STRUCTURE DETAIL**  
NOT TO SCALE

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Date: 07/22/2015 Reg. No. 44592

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PLAT APPLICATION REVIEW	07/22/2015

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**GENERAL NOTES**

- CONTRACTOR SHALL INSPECT THE SITE AND BECOME FAMILIAR WITH EXISTING CONDITIONS RELATING TO THE NATURE AND SCOPE OF WORK.
- CONTRACTOR SHALL VERIFY PLAN LAYOUT AND BRING TO THE ATTENTION OF THE LANDSCAPE ARCHITECT DISCREPANCIES WHICH MAY COMPROMISE THE DESIGN OR INTENT OF THE LAYOUT.
- CONTRACTOR SHALL ASSURE COMPLIANCE WITH APPLICABLE CODES AND REGULATIONS GOVERNING THE WORK AND MATERIALS SUPPLIED.
- CONTRACTOR SHALL PROTECT EXISTING ROADS, CURBS/GUTTERS, TRAILS, TREES, LAWNS AND SITE ELEMENTS DURING CONSTRUCTION OPERATIONS. DAMAGE TO SAME SHALL BE REPAIRED AT NO ADDITIONAL COST TO THE OWNER.
- CONTRACTOR SHALL VERIFY ALIGNMENT AND LOCATION OF UNDERGROUND AND ABOVE GRADE UTILITIES AND PROVIDE THE NECESSARY PROTECTION FOR SAME BEFORE CONSTRUCTION BEGINS (MINIMUM 10' CLEARANCE).
- CONTRACTOR SHALL COORDINATE THE PHASES OF CONSTRUCTION AND PLANTING INSTALLATION WITH OTHER CONTRACTORS WORKING ON SITE.
- UNDERGROUND UTILITIES SHALL BE INSTALLED SO THAT TRENCHES DO NOT CUT THROUGH ROOT SYSTEMS OF EXISTING TREES TO REMAIN.
- EXISTING CONTOURS, TRAILS, VEGETATION, CURB/GUTTER AND OTHER ELEMENTS ARE BASED UPON INFORMATION SUPPLIED TO THE LANDSCAPE ARCHITECT BY OTHERS. CONTRACTOR SHALL VERIFY DISCREPANCIES PRIOR TO CONSTRUCTION AND NOTIFY LANDSCAPE ARCHITECT OF SAME.
- HORIZONTAL AND VERTICAL ALIGNMENT OF PROPOSED WALKS, TRAILS OR ROADWAYS ARE SUBJECT TO FIELD ADJUSTMENT REQUIRED TO CONFORM TO LOCALIZED TOPOGRAPHIC CONDITIONS AND TO MINIMIZE TREE REMOVAL AND GRADING. CHANGES IN ALIGNMENT AND GRADES MUST BE APPROVED BY THE LANDSCAPE ARCHITECT PRIOR TO IMPLEMENTATION.
- CONTRACTOR SHALL REVIEW THE SITE FOR DEFICIENCIES IN SITE CONDITIONS WHICH MIGHT NEGATIVELY AFFECT PLANT ESTABLISHMENT, SURVIVAL OR WARRANTY. UNDESIRABLE SITE CONDITIONS SHALL BE BROUGHT TO THE ATTENTION OF THE LANDSCAPE ARCHITECT PRIOR TO BEGINNING OF WORK.
- CONTRACTOR IS RESPONSIBLE FOR ONGOING MAINTENANCE OF NEWLY INSTALLED MATERIALS UNTIL TIME OF SUBSTANTIAL COMPLETION. REPAIR OF ACTS OF VANDALISM OR DAMAGE WHICH MAY OCCUR PRIOR TO SUBSTANTIAL COMPLETION SHALL BE THE RESPONSIBILITY OF THE LANDSCAPE CONTRACTOR.
- EXISTING TREES OR SIGNIFICANT SHRUB MASSINGS FOUND ON SITE SHALL BE PROTECTED AND SAVED UNLESS NOTED TO BE REMOVED OR ARE LOCATED IN AN AREA TO BE GRADED. QUESTIONS REGARDING EXISTING PLANT MATERIAL SHALL BE BROUGHT TO THE ATTENTION OF THE LANDSCAPE ARCHITECT PRIOR TO REMOVAL.
- EXISTING TREES TO REMAIN, UPON DIRECTION OF LANDSCAPE ARCHITECT, SHALL BE FERTILIZED AND PRUNED TO REMOVE DEAD WOOD, DAMAGED AND RUBBING BRANCHES.
- CONTRACTOR SHALL PREPARE AND SUBMIT A WRITTEN REQUEST FOR THE SUBSTANTIAL COMPLETION INSPECTION OF LANDSCAPE AND SITE IMPROVEMENTS PRIOR TO SUBMITTING FINAL PAY REQUEST.
- CONTRACTOR SHALL PREPARE AND SUBMIT REPRODUCIBLE AS-BUILT DRAWING(S) OF LANDSCAPE INSTALLATION, IRRIGATION AND SITE IMPROVEMENTS UPON COMPLETION OF CONSTRUCTION INSTALLATION AND PRIOR TO SUBSTANTIAL COMPLETION.
- SYMBOLS ON PLAN DRAWING TAKE PRECEDENCE OVER SCHEDULES IF DISCREPANCIES IN QUANTITIES EXIST. SPECIFICATIONS AND DETAILS TAKE PRECEDENCE OVER NOTES.
- ALL PERVIOUS AREAS NOT PLANTED WITH SEED OR TURF SHALL BE COVERED WITH 4" DEEP DOUBLE SHREDDED HARDWOOD MULCH.
- CONTRACTOR SHALL PROVIDE A DESIGN-BUILD IRRIGATION SYSTEM, UTILIZING DRIP IRRIGATION METHODS WHEN POSSIBLE.
- CONTRACTOR SHALL PROVIDE A TWO (2) YEAR GUARANTEE ON ALL LANDSCAPE MATERIALS, REPLACING ANY MATERIAL THAT DIES OR BECOMES DISEASED BEFORE THE END OF THE TWO (2) YEAR PERIOD AFTER INSTALLATION.

**GRADING NOTES**

- GRADING LIMITS ARE DEFINED AS THE JUNCTURE OF PROPOSED GRADE WITH EXISTING GRADE UNLESS NOTED OTHERWISE.
- GRADING LIMITS AND LIMITS OF WORK SHOWN ON PLAN ARE ONLY APPROXIMATE AND MAY BE ADJUSTED IN FIELD BY LANDSCAPE ARCHITECT. WORK OUTSIDE OF THESE LIMITS WILL BE DONE AT LANDSCAPE CONTRACTORS EXPENSE UNLESS DIRECTED BY LANDSCAPE ARCHITECT OR OWNER IN WRITING.
- FILL/CUT AS NECESSARY TO PROVIDE A 1% MINIMUM GRADE AWAY FROM BUILDINGS WITHIN LIMITS OF CONSTRUCTION.
- MAINTAIN A UNIFORM GRADE BETWEEN CONTOURS IN AREAS TO BE GRADED UNLESS NOTED OTHERWISE.
- ELEVATIONS, IF SHOWN ARE FINISHED ELEVATIONS. SPOT ELEVATIONS TAKE PRECEDENCE OVER CONTOURS.
- CONTRACTOR SHALL CONTACT PUBLIC UTILITIES FOR LOCATION OF UNDERGROUND WIRES, CABLES, CONDUITS, PIPES, MANHOLES, VALVES OR OTHER BURIED STRUCTURES BEFORE DIGGING. LANDSCAPE CONTRACTOR SHALL REPAIR OR REPLACE THE ABOVE IF DAMAGED DURING CONSTRUCTION AT NO ADDITIONAL COST TO THE OWNER.
- CONTRACTOR SHALL PROVIDE PROPER EROSION CONTROL MEASURES AS REQUIRED TO INSURE THAT EROSION IS KEPT TO AN ABSOLUTE MINIMUM - SEE CIVIL SPECIFICATIONS.
- PROVIDE TEMPORARY COVERING FOR CATCH BASINS AND MAN HOLES UNTIL FINISHED GRADING IS COMPLETE - SEE CIVIL SPECIFICATIONS.

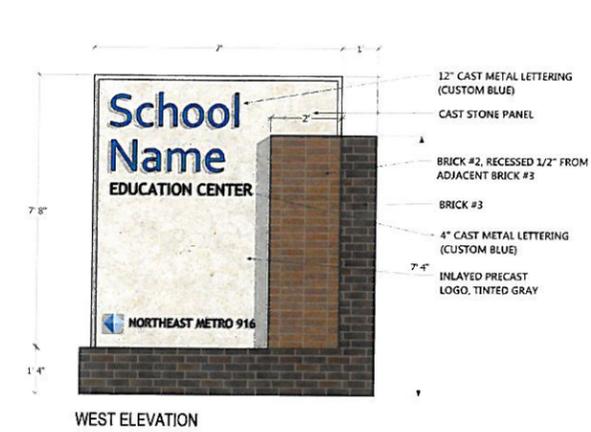
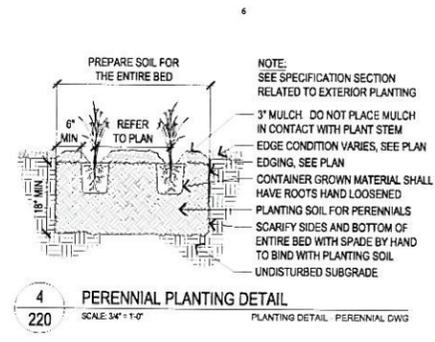
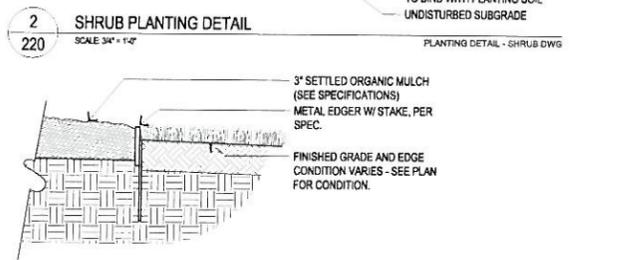
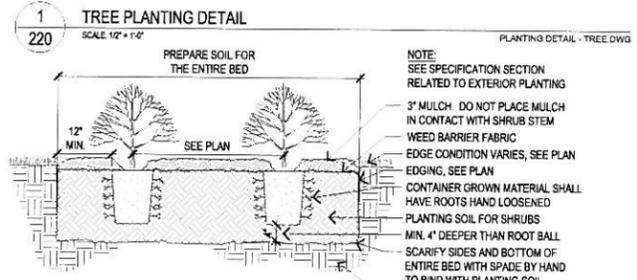
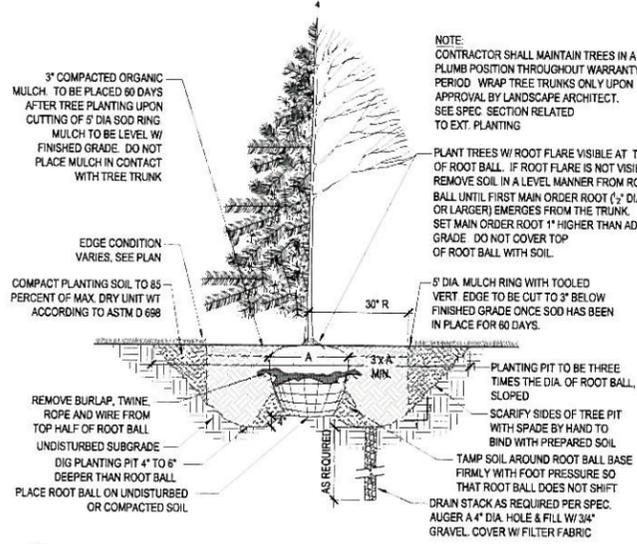
**PLANTING NOTES**

- NO PLANTS WILL BE INSTALLED UNTIL FINAL GRADING AND CONSTRUCTION HAS BEEN COMPLETED IN THE IMMEDIATE AREA.
- PROPOSED PLANT MATERIAL SHALL COMPLY WITH THE CURRENT EDITION OF THE AMERICAN STANDARD FOR NURSERY STOCK, ANSI Z60.1
- STREET AND BOULEVARD TREES SHALL BEGIN BRANCHING NO LOWER THAN 6' ABOVE PAVED SURFACE.
- PROPOSED PLANT MATERIAL SHALL BE LOCATED AND STAKED AS SHOWN ON PLAN. LANDSCAPE ARCHITECT MUST APPROVE STAKING OF PLANT MATERIAL PRIOR TO DIGGING.
- NO PLANT MATERIAL SUBSTITUTIONS WILL BE ACCEPTED UNLESS APPROVAL IS GRANTED BY THE LANDSCAPE ARCHITECT TO THE CONTRACTOR PRIOR TO THE SUBMISSION OF BID.
- ADJUSTMENTS IN LOCATION OF PROPOSED PLANT MATERIALS MAY BE NEEDED IN FIELD. LANDSCAPE ARCHITECT MUST BE NOTIFIED PRIOR TO ADJUSTMENT OF PLANTS.
- PLANT MATERIALS TO BE INSTALLED PER PLANTING DETAILS.
- TREE WRAPPING MATERIAL SHALL BE TWO-WALLED PLASTIC SHEETING APPLIED FROM TRUNK FLARE TO FIRST BRANCH. WRAP SMOOTH-BARKED DECIDUOUS TREES PLANTED IN THE FALL PRIOR TO DECEMBER 1 AND REMOVE WRAPPING AFTER MAY 1.

**TURF NOTES**

- SOD AREAS DISTURBED DUE TO GRADING UNLESS NOTED OTHERWISE.
- WHERE SOD ABUTS PAVED SURFACES, FINISHED GRADE OF SOD/SEED SHALL BE HELD 1" BELOW SURFACE ELEVATION OF TRAIL, SLAB, CURB, ETC.
- SOD SHALL BE LAID PARALLEL TO THE CONTOURS AND SHALL HAVE STAGGERED JOINTS. ON SLOPES STEEPER THAN 3:1 OR IN DRAINAGE SWALES, SOD SHALL BE STAKED SECURELY.

**PLANTING NOTES**



1 TREE PLANTING DETAIL  
SCALE: 1/2" = 1'-0"  
PLANTING DETAIL - TREE.DWG

2 SHRUB PLANTING DETAIL  
SCALE: 3/4" = 1'-0"  
PLANTING DETAIL - SHRUB.DWG

3 STEEL EDGER  
SCALE: 1/2" = 1'-0"  
DETAIL - STEEL EDGER.DWG

4 PERENNIAL PLANTING DETAIL  
SCALE: 3/4" = 1'-0"  
PLANTING DETAIL - PERENNIAL.DWG

WEST ELEVATION

PERSPECTIVE

QTY	BOTANICAL NAME	COMMON NAME	ROOT CONT.	SIZE	SPECIFICATIONS	USDA ZONE	STATUS - MN	WATER NEEDS	BEE FOOD	BMP BASIN
1	DECIDUOUS SHADE TREES						ADAPTABLE LANDSCAPE			
18	ACER X FREEMANII 'ARMSTRONG'	MAPLE, ARMSTRONG	B&B	2.5' CAL.	14'-16' HT., TRUNK FREE OF BRANCHES 6'-7'					
11	ACER X FREEMANII 'JEFFERSREID'	MAPLE, AUTUMN BLAZE	B&B	2.5' CAL. OR CLUMP	14'-16' HT., TRUNK FREE OF BRANCHES 6'-7'					
15	ACER X FREEMANII 'SIENNA'	MAPLE, SIENNA GLEN	B&B	2.5' CAL.	12'-14' HT., TRUNK FREE OF BRANCHES 6'-7'					
11	ACER MIYABEI 'MORTON'	MAPLE, STATE STREET	B&B	2.5' CAL.	12'-14' HT., TRUNK FREE OF BRANCHES 6'-7'					
7	ACER PLATANOIDES 'PRINCETON GOLD'	MAPLE, PRINCETON GOLD	B&B	2.5' CAL.	12'-14' HT., TRUNK FREE OF BRANCHES 6'-7'					
16	ACER RUBRUM 'AUTUMN RADIANCE'	MAPLE, AUTUMN RADIANCE	B&B	2.5' CAL.	12'-14' HT., TRUNK FREE OF BRANCHES 6'-7'		NATIVE			
13	ACER RUBRUM 'NORTHWOOD'	MAPLE, NORTHWOOD	B&B	2.5' CAL.	12'-14' HT., TRUNK FREE OF BRANCHES 6'-7'		NATIVE			
3	AMELANCHIER X GRANDIFLORA 'AUTUMN BRILLIANCE'	SERVICEBERRY, AUTUMN BRILLIANCE	B&B	12' HGT.	MULTI-STEM, 12'-14' HT., SEVEN OR MORE BRANCHES					
6	CRATAEGUS CRUS-GALLI VAR. INERMIS	HAWTHORN, THORNLESS	B&B	2.0' CAL. OR CLUMP	MATCHING FORM				YES	
18	PICEA ABIES 'CUPRESSINA'	SPRUCE, NORWAY 'CUPRESSINA'	B&B	7' HGT.	NATURAL FORM, UNSHEARED					
18	PICEA GLAUCA DENSATA	SPRUCE, BLACK HILLS	T&D	20' HGT.	ROOT PRUNED STOCK - CAN BE B&B OR SPADED					
10	CONIFEROUS SHRUBS									
1	JUNIPERUS CHINENSIS	JUNIPER, MINT JULEP®	CONT.	#5	PLANT 4' O.C.					
1	JUNIPERUS SABINA 'BROADMOOR'	JUNIPER, BROADMOOR	CONT.	#5	PLANT AS SHOWN (SALT TOLERANT G.C.)					
1	JUNIPERUS SCOPULORUM 'BLUE ARROW'	JUNIPER, BLUE ARROW	CONT.	#15						
2	JUNIPERUS SCOPULORUM 'WICHITA BLUE'	JUNIPER, WICHITA BLUE	CONT.	#7	PLANT AS INDICATED ON PLAN					
1	AMELANCHIER ALNIFOLIA 'REGENT'	SERVICEBERRY, REGENT	CONT.	#5	PLANT 5' O.C.	2		LOW		
1	ARONIA MELANOCARPA ELATA	CHOKEBERRY, BLACK	CONT.	#5	PLANT 4' O.C.					
1	ARONIA MELANOCARPA 'MORTON'	CHOKEBERRY, IRIQUOIS BEAUTY	CONT.	#5	PLANT 4' O.C.					
1	BERBERIS THUNBERGII 'CONCORDE'	BARBERRY, CONCORDE	CONT.	#5	PLANT 2' O.C.					
1	CORNUS ALBA 'AUREA'	DOGWOOD, PRAIRIE FIRE	CONT.	#5	PLANT 4' O.C.					
1	ACHILLEA MOONSHINE	YARROW, MOONSHINE	CONT.	#1	PLANT 2.0' O.C. (GROWS 24" X 18"W)					
1	ALLIUM TANGUTICUM 'SUMMER BEAUTY'	ALLIUM, 'SUMMER BEAUTY'	CONT.	#1	PLANT 1.5' O.C. (GROWS 15" X 15"W)					
1	ARUNCUS DIOLICUS	GOATS BEARD	CONT.	#1	PLANT 2.5' O.C. (GROWS 48" X 48"W)			YES		
1	ASCLEPIAS TUBEROSA	BUTTERFLY FLOWER	CONT.	#1	PLANT 2.0' O.C. (GROWS 36" X 18"W)					dry-wet soil w/ temp standing water

PLANTING SCHEDULE

NORTHEAST METRO 916 INTERMEDIATE SCHOOL DISTRICT  
LAKE ELMO

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PLAT APPLICATION REVIEW 07/22/2015

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INTERMEDIATE  
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LAKE ELMO

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**FIRST LEVEL - FLOOR  
PLAN**

Sheet No \_\_\_\_\_

**401.FL**

**1 FLOOR PLAN - FIRST LEVEL**  
401.FL 1/8" = 1'-0"

7/21/2015 10:11:24 AM

Client: BWBR





380 St. Peter Street, Ste. 600  
Saint Paul, MN 55102  
651.222.3701  
bwbr.com

Consultants

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Name  
Date: 07/22/2015 Reg. No.

Item Date  
SD PRICING PACKAGE 06/01/2015  
PLAT APPLICATION REVIEW 07/22/2015

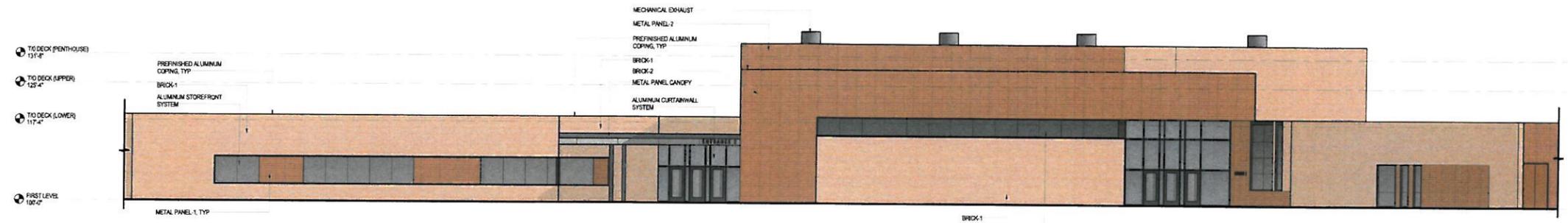
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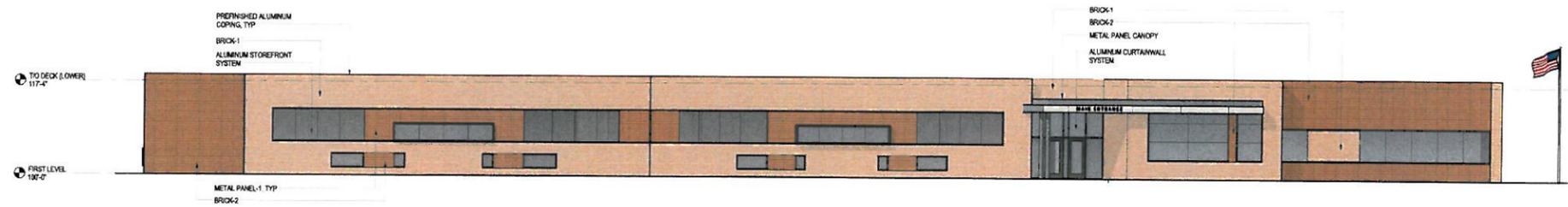
Comm. No. 3.2014276.00  
Drawn SB  
Sheet Title  
**EXTERIOR ELEVATIONS**

Sheet No.

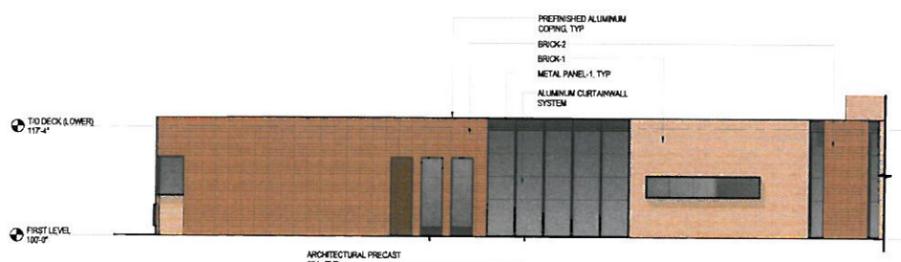
**510**



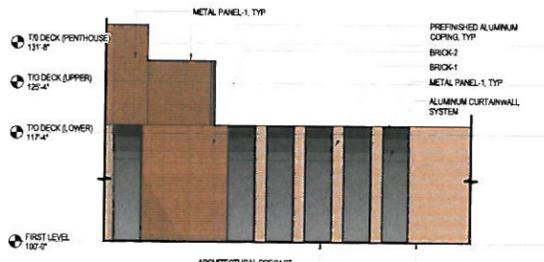
1B ELEVATION - NORTH (PARTIAL) - DESIGN DEVELOPMENT  
3/32" = 1'-0"



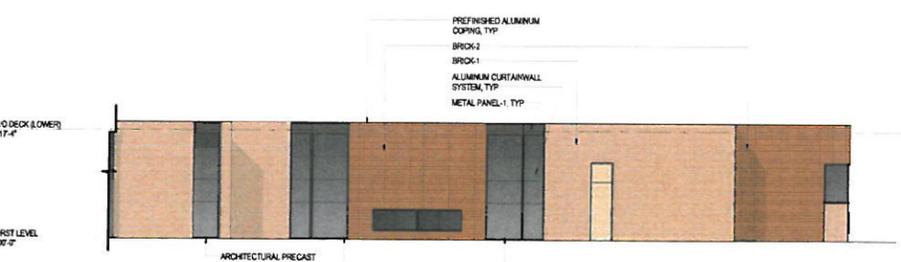
1C ELEVATION - EAST - DESIGN DEVELOPMENT  
3/32" = 1'-0"



1E ELEVATION - COURTYARD (WEST, TYP) - DESIGN DEVELOPMENT  
3/32" = 1'-0"



4E ELEVATION - COURTYARD (SOUTH, TYP) - DESIGN DEVELOPMENT  
3/32" = 1'-0"



1F ELEVATION - COURTYARD (EAST, TYP) - DESIGN DEVELOPMENT  
3/32" = 1'-0"



4F ELEVATION - SOUTH (CLASSROOM POD) - DESIGN DEVELOPMENT  
3/32" = 1'-0"

NORTHEAST  
METRO 916  
INTERMEDIATE  
SCHOOL  
DISTRICT  
  
LAKE ELMO

**B | W | B | R**

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

Name	
Date	07/22/2015
Reg. No.	
Issued For	
Item	Date
SD PRICING PACKAGE	06/01/2015
PLAT APPLICATION REVIEW	07/22/2015

**NOT FOR  
CONSTRUCTION**

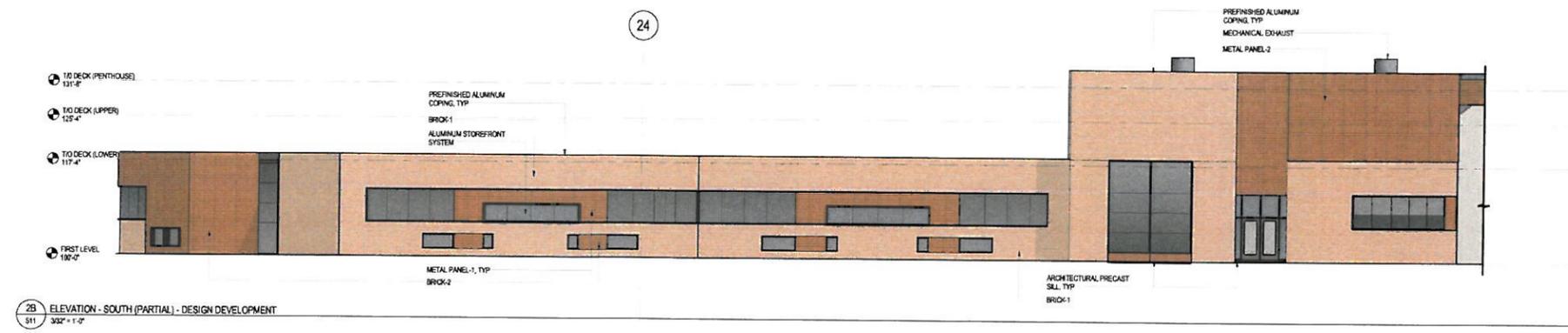
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Comm. No.	Drawn
3.2014276.00	SR

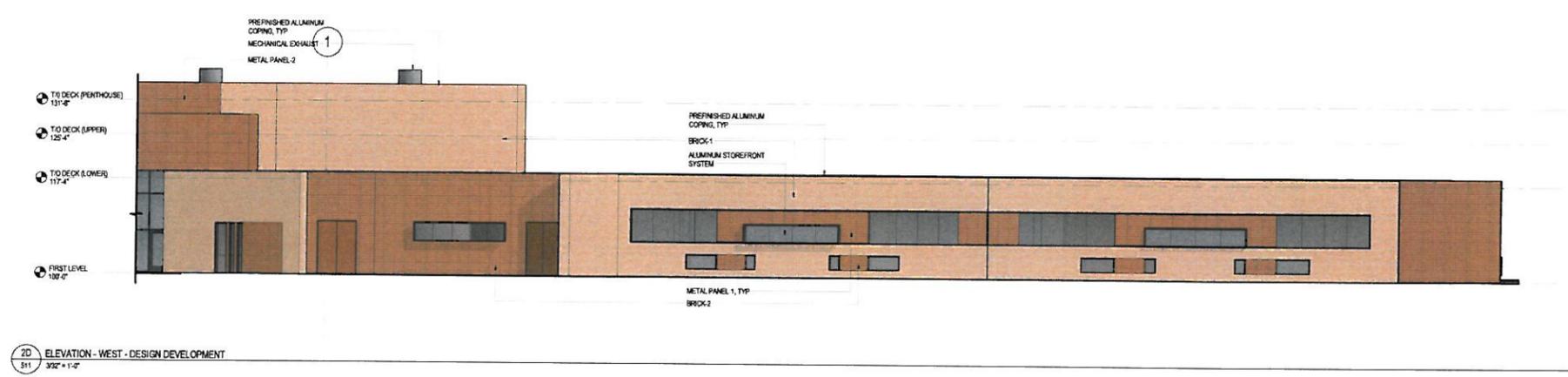
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**EXTERIOR ELEVATIONS**

Sheet No.

**511**



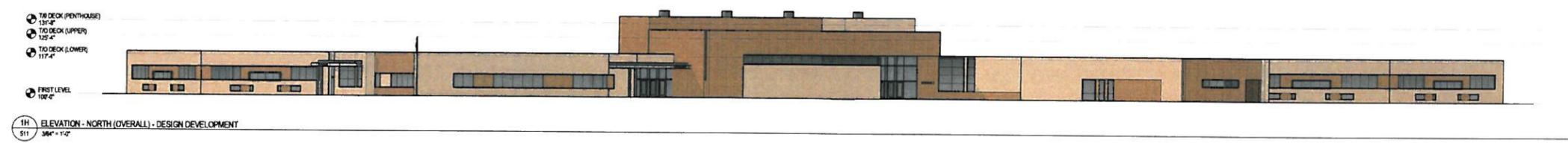
24 ELEVATION - SOUTH (PARTIAL) - DESIGN DEVELOPMENT  
S11 302' x 1'-0"



20 ELEVATION - WEST - DESIGN DEVELOPMENT  
S11 392' x 1'-0"



19 ELEVATION - SOUTH (OVERALL) - DESIGN DEVELOPMENT  
S11 386' x 1'-0"



18 ELEVATION - NORTH (OVERALL) - DESIGN DEVELOPMENT  
S11 386' x 1'-0"

7/21/2015 10:42:27 AM

01/22/2015 BWBR

NORTHEAST  
METRO 916  
INTERMEDIATE  
SCHOOL  
DISTRICT  
  
LAKE ELMO



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I hereby certify that the seal, location or report was prepared by me or under my direct supervision and that I am a duly Licensed Architect under the laws of the State of Minnesota.

Name	
Date	07/22/2015
Reg. No.	
Issued For	
Item	Date
SD PRICING PACKAGE	06/01/2015
PLAT APPLICATION REVIEW	07/22/2015

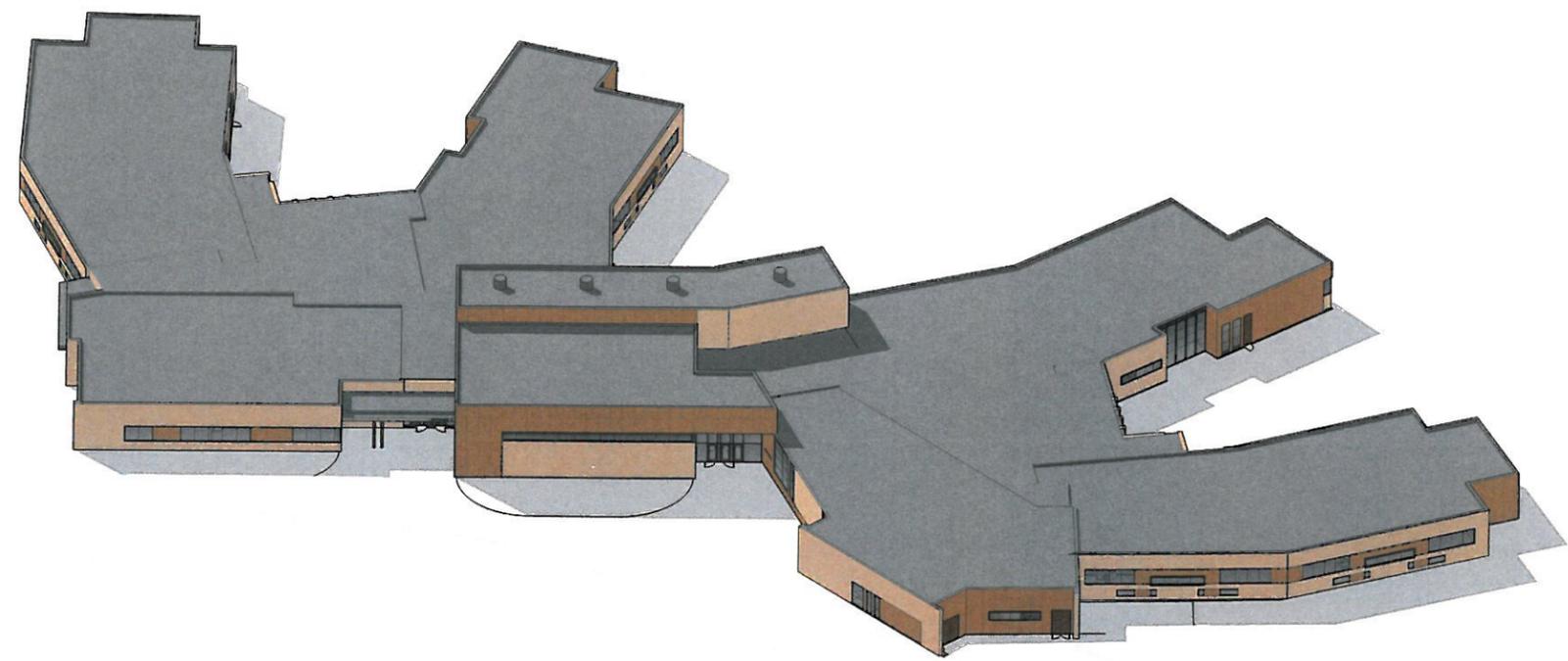
**NOT FOR  
CONSTRUCTION**

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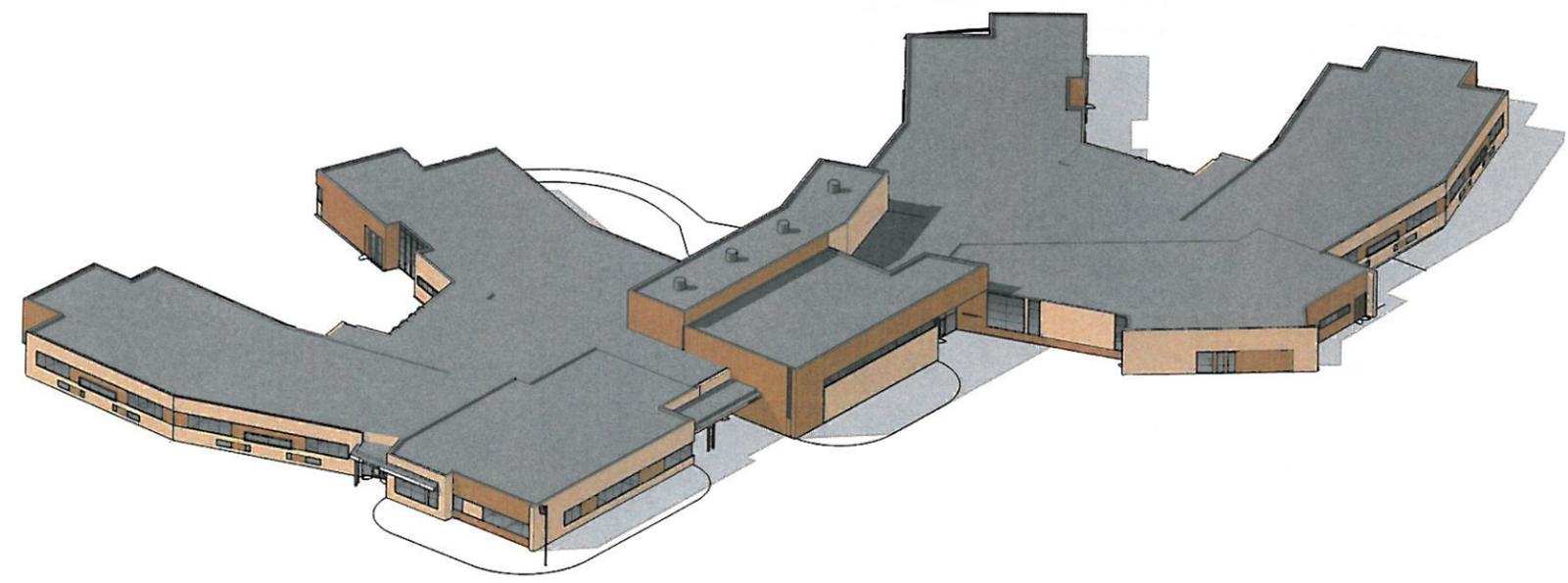
Comm. No. Drawn  
3.2014276.00 SB

Sheet Title  
**ISOMETRIC VIEWS**

Sheet No.  
**512**



20 ISOMETRIC VIEW - NORTHWEST -  
DESIGN DEVELOPMENT  
512 NOT TO SCALE



21 ISOMETRIC VIEW - NORTHEAST -  
DESIGN DEVELOPMENT  
512 NOT TO SCALE



## Final Plat Application

Northeast Metro 916 Intermediate School District Lake Elmo

July 22, 2015

### Application Statements

A. Owner of Record

Kristine Carr  
NE Metro ISD 916  
2540 County Road F East  
White Bear Lake, MN 55110

Authorized Regent

Steve Erickson  
BWBR  
380 Saint Peter Street  
St. Paul, MN 55102

Engineer

Eric Meyer  
Larson Engineering, Inc.  
3524 Labore Road  
White Bear Lake, MN 55110

Surveyor

Sunde Land Surveying  
9001 East Bloomington Freeway  
Bloomington, MN 55420

B. Current Zoning

Approved Conditional Use (Public and Private Schools) in Eagle Point Business Park PUD

Parcel Size: 14.49 acres or 848,981 s.f.

Property ID No. : TBD

Legal Description: Lot 1, Block 1, Eagle Point Business Park 8<sup>th</sup> Addition

C. Final Plat Name: Eagle Point Business Park 8<sup>th</sup> Addition

Lot and Block Number: Lot 1 Block 1

Lot Size: 19.47 Acres

Lot Width: Irregular

Lot Depth – Irregular

Dedicated Public Open Space – None

Estimated Value of Dedicated Land and Improvements – None

Area of Wetlands and Buffers – No delineations performed

Area of Dedicated Right of Way – Zero

Legal Description of Lots, Easements Created and Vacated – See plat

## Final Plat Application

Northeast Metro 916 Intermediate School District Lake Elmo

Page 2 of 2

Preliminary and Final Plat are Combined

Project Density – N/A

Construction of all infrastructure improvements will commence in spring of 2016 and be complete approximately 14 months later.

Bremer Bank expressed concern for traffic conflicts with school buses. Kathy Tucci from Bremer Bank acknowledged in a letter, dated 6/18/15, that she is satisfied that her concerns have been addressed.

There have been no concerns expressed regarding conflicts with nearby land use.

This development will not put excessive burden on roads, traffic, public utilities, etc., as it is a school occupied Monday – Friday, 7:00 – 4:00 only.

There is no lakeshore associated with this development.

According to the PUD Amendment, the property owner will pay a fee in lieu of Park Land Dedication.

# EAGLE POINT BUSINESS PARK 8TH ADDITION

KNOW ALL BY THESE PRESENTS That UNITED LAND, LLC, a Minnesota limited liability company, fee owner and Northeastern Metropolitan Intermediate School District No. 916 State of Minnesota, a Minnesota special intermediate school district, contract purchaser, of the following described property, situated in the County of Washington, State of Minnesota to wit:

Outlot A, EAGLE POINT BUSINESS PARK 7TH ADDITION, according to the plat thereof filed of record in the office of the Registrar of Titles in and for Washington County, Minnesota

As evidenced by Certificate of Title No. \_\_\_\_\_

Have caused the same to be surveyed and platted as EAGLE POINT BUSINESS PARK 8TH ADDITION, and do hereby dedicate to the public for public use the drainage and utility easements as created by this plat

In witness whereof said UNITED LAND, LLC, a Minnesota limited liability company, has caused these presents to be signed by its proper officers this \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

UNITED LAND, LLC

BY \_\_\_\_\_ its \_\_\_\_\_ and \_\_\_\_\_ its \_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

This instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ by \_\_\_\_\_ its \_\_\_\_\_ and \_\_\_\_\_ its \_\_\_\_\_ of said UNITED LAND, LLC, a Minnesota limited liability company, on behalf of said company.

Notary Public, \_\_\_\_\_ County, \_\_\_\_\_

My Commission Expires \_\_\_\_\_

NORTHEASTERN METROPOLITAN INTERMEDIATE SCHOOL DISTRICT NO. 916 STATE OF MINNESOTA

BY \_\_\_\_\_ its \_\_\_\_\_ and \_\_\_\_\_ its \_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

This instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

by \_\_\_\_\_ its \_\_\_\_\_ and \_\_\_\_\_ its \_\_\_\_\_

its \_\_\_\_\_ of said NORTHEASTERN METROPOLITAN INTERMEDIATE SCHOOL DISTRICT NO. 916 STATE OF MINNESOTA a Minnesota special intermediate school district, on behalf of said district.

Notary Public, \_\_\_\_\_ County, \_\_\_\_\_

My Commission Expires \_\_\_\_\_

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

Dated this \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

Mark S. Hanson, Licensed Land Surveyor  
Minnesota License No. 15480

STATE OF MINNESOTA  
COUNTY OF \_\_\_\_\_

The foregoing Surveyor's Certificate was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ by Mark S. Hanson, Minnesota License No. 15480

Notary Public, \_\_\_\_\_ County, Minnesota

My Commission Expires \_\_\_\_\_

Lake Elmo Planning Commission

Approved by the Planning Commission of the City of Lake Elmo, Minnesota, this \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

Signed \_\_\_\_\_

Chair, Planning Commission

Signed \_\_\_\_\_

Secretary, Planning Commission

City Council

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

SIGNED \_\_\_\_\_

Mayor

SIGNED \_\_\_\_\_

Clerk

County Surveyor

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

BY \_\_\_\_\_  
Washington County Surveyor

BY \_\_\_\_\_

County Auditor/Treasurer

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

BY \_\_\_\_\_  
Washington County Auditor/Treasurer

BY \_\_\_\_\_  
Deputy

County Registrar of Titles

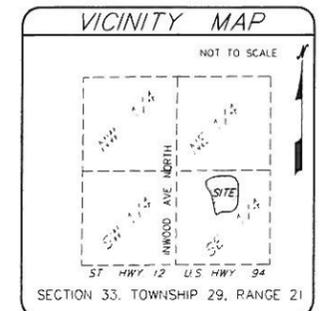
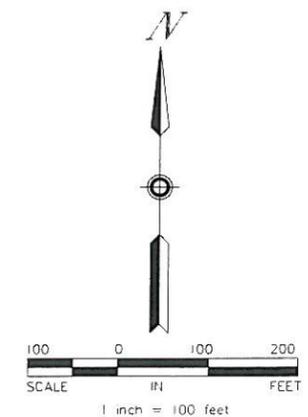
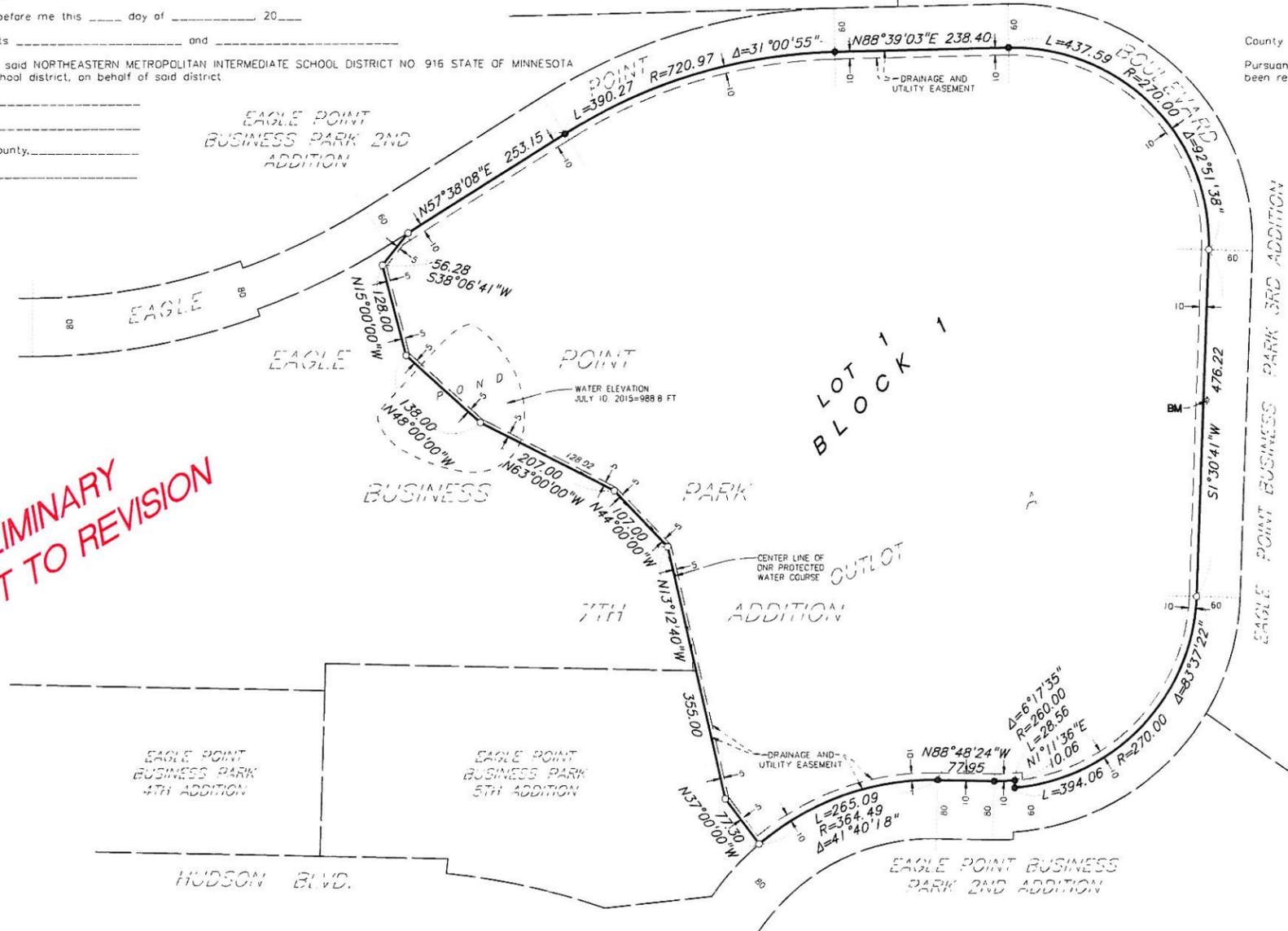
Document Number \_\_\_\_\_

I hereby certify that this instrument was filed in the Office of the Registrar of Titles for record on this \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ at \_\_\_\_\_ o'clock \_\_\_\_ M., and was duly recorded in Washington County Records

BY \_\_\_\_\_  
Washington County Registrar of Titles

BY \_\_\_\_\_  
Deputy

**PRELIMINARY  
SUBJECT TO REVISION**



○ Denotes set, 1/2 inch by 14 inch iron pipe with plastic cap inscribed RLS 15480, unless otherwise noted.

● Denotes found, 1/2 inch by 14 inch iron pipe with plastic cap inscribed RLS 16456, unless otherwise noted.

BENCH MARK:

Top of top nut of fire hydrant third north of Hudson Boulevard West side of Eagle Point Boulevard.  
Elevation = 1002.72 feet (N.G.V.D. 1929)

Orientation of this bearing system is based on the Washington County Coordinate system (NAD83)

**SUNDE**  
LAND SURVEYING



**Station #1**  
3510 Laverne Ave. No.  
Lake Elmo, MN 55042  
651-770-5006



**Station #2**  
4259 Jamaca Ave. No.  
Lake Elmo, MN. 55042  
651-779-8882

---

**LAKE ELMO FIRE DEPARTMENT**

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August 10, 2015

After review of the FINAL PLAT – NORTHEAST METRO ISD 916, the following items need to be addressed:

- FIRE HYDRANTS
  - Spacing/Location – Locations appear to be adequate. We MUST ensure spacing meets our commercial requirement. The hydrant on the East side, identified as “FUTURE ADDITION” needs to be installed.
- FDC (Fire Department Connection) – Location needs to be approved by Fire Chief.
- Lock Box – Contact Fire Chief for ordering and location approval.
- Fire Lanes will need to be identified. Will be marked by painted curbing and signage.
- Location of Annunciator Panel to be approved by Fire Chief.

Thank you.

Reviewed by

Greg Malmquist, Fire Chief



June 18, 2015

Kathy Tucci  
Vice President Facilities  
Bremer Financial Services, Inc.  
8555 Eagle Point Blvd  
Lake Elmo MN 55042

Kathy:

Thank you for meeting with BWBR Architects and me earlier this spring and then again this morning to review the site plan for our proposed K-8 school in Lake Elmo.

As you are aware, the conditional use permit for our school has as a condition that we meet and develop an amicable resolution to the traffic and access spacing concerns that were voiced during the public hearing by you as a business owner within the Eagle Point Business Park. This letter is to serve as documentation to the City Administration and Council that we have met with and addressed the concerns to everyone's satisfaction.

Our staff and students look forward to becoming your neighbor in Eagle Point Park. Please don't hesitate to contact me at any point in the future if you have questions or concerns regarding our project.

Sincerely,

Kristine Carr, MBA, CPA (inactive)  
Director of Administrative Services

cc Nick Johnson, City Planner

*District Office*

2540 County Road F East | White Bear Lake, Minnesota 55110

p | 651.415.5500 • f | 651.415.5510

[www.nemetro.k12.mn.us](http://www.nemetro.k12.mn.us)

## SERVICES AGREEMENT

Services Agreement, entered into this 15<sup>th</sup> day of April, 2014, by and between the City of Lake Elmo, a municipal corporation of the State of Minnesota (“City”) and Northeast Metro 916 Intermediate School District (“School”).

WHEREAS, School is the fee owner of a parcel legally described as Outlot A Eagle Point Business Park 7th Addition, Lake Elmo, Minnesota, (the “Property”), and intends to construct and operate a public school on the Property serving special needs students pursuant to its organizational charter (the “Activity”);

WHEREAS, School anticipates, based on its operation of similar schools, that the Activity will require public safety services provided by City (“Services”) at a level which exceeds those generally provided to other businesses or institutions in the City;

WHEREAS, City and School have agreed on a fixed rate of reimbursement to be paid to City by School for Services rendered to the Property, and such agreement is evidenced by this Services Agreement;

NOW, THEREFORE, in consideration of the mutual agreements contained herein, School and City hereby agree as follows:

1. **Services.** City agrees to provide the Services to the Property during the time that the Activity is conducted on the Property, without any charge, assessment or fee charged to School or assessment against the Property, other than the Payment described in Paragraph 2 below.

2. **Payment.** School agrees to make an annual payment (“Payment”) to City in consideration of City providing the Services. Each payment shall be payable on December 31, commencing December 31, 2017, and shall be attributable to Services rendered during the school year commencing September 1<sup>st</sup> (prior to the Payment date) and concluding August 31<sup>st</sup> (subsequent to the Payment date). The amount of the Payment due December 31, 2017 shall be \$31,500.00; the Payment amount in each subsequent year shall equal 1.02% of the previous year’s payment (a two percent annual increase).

3. **Term.** The term of this Agreement (“Term”) shall commence as of the date hereof, and shall terminate ten (10) years later; provided; however, that School’s obligation to make the Payments shall cease at such time prior to the end of the Term if it ceases to conduct the Activity on the Property. Six months prior to the end of the Term, City and School shall meet to consider a possible extension of the Term and any appropriate modifications to the Payment amount or other terms of this Agreement.

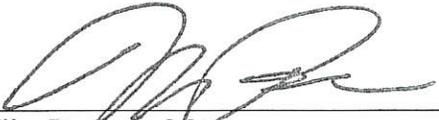
4. **Miscellaneous.** Any modifications to this Agreement must be in writing and signed by City and School. Both parties acknowledge that the extension and performance of this Agreement have been fully authorized and approved by their respective institutions. Any notices hereunder shall be sent in writing, by certified or registered U.S. Mail, return receipt requested, or by a national overnight mail service, to addresses listed below:

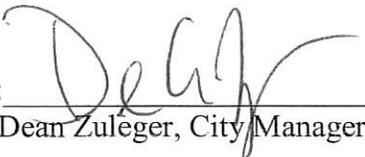
Ms. Kristine Carr  
Director of Administrative Services  
Northeast Metro 916  
2540 County Road F East  
White Bear Lake, MN 55110

Director of Finance  
City of Lake Elmo  
3800 Laverne Ave. N. Lake Elmo, MN 55042

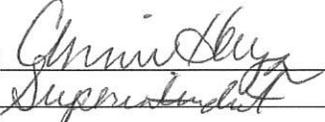
IN WITNESS WHEREOF, the parties hereto have executed this Services Agreement as of the date first above written.

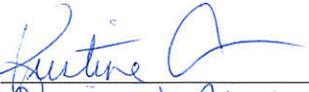
CITY OF LAKE ELMO:

By:   
Mike Pearson, Mayor

By:   
Dean Zuléger, City Manager

NORTHEAST METRO 916  
INTERMEDIATE SCHOOL DISTRICT

By:   
Its: Superintendent

By:   
Its: Director of Admin Services

020588/312001/1585010\_1



# MAYOR & COUNCIL COMMUNICATION

**DATE: 9/1/15**

**ITEM 17**

**AGENDA ITEM:** WAC and SAC Proforma Discussion

**SUBMITTED BY:** Clark Schroeder Interim City Administrator

**THROUGH:** Cathy Bendel

**REVIEWED BY:** Cathy Bendel

---

**SUGGESTED ORDER OF BUSINESS:**

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

**POLICY RECOMMENDER:** City Council

**FISCAL IMPACT:** see attachment

**SUMMARY AND ACTION REQUESTED:**

A request was made by Mayor Pearson to have a proforma on the cities WAC and SAC funds. Assumptions need to be made that affect the cash flow of these funds which could have material effect on their financial analysis. One assumption is what time frame is used to buildout current approved housing units that are in a WAC/SAC zone. The current balance of these funds is healthy due to prepayments for hookups, but the concern is will the city be able to cash flow these services 10-15 years down the road. Other factors could also affect these fund which need to be considered during any long-range projections.

**RECOMMENDATION:** Discussion and information only.



# MAYOR & COUNCIL COMMUNICATION

**DATE:** 09/01/2015  
**REGULAR AGENDA**  
**ITEM #19**

**AGENDA ITEM:** Plat Approval Process/Conditions of Approval

**SUBMITTED BY:** Councilmember Fliflet

**THROUGH:** Administration

**REVIEWED BY:** Councilmember Fliflet

**SUGGESTED ORDER OF BUSINESS:**

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

**POLICY RECOMMENDER:** Councilmember Fliflet

**FISCAL IMPACT:** Unknown

**SUMMARY AND ACTION REQUESTED:**

Council is being asked to discuss the process under which plats are brought forward for approval. Several areas of concern have been identified including:

- Parks Commission concerns and recommendations not being brought forward with the Plat approval (this was brought up and identified as a problem at our joint council/parks commission meeting)
- Landscape architect concerns and recommendations not being brought forward with the Plat approval (this was brought forward as a concern by our landscape architect)
- The number of conditions accompanying plat approvals
- The follow up to ensure all conditions are met following plat approvals
- The follow up to ensure landscape plans and other items are in compliance with approved plats
- Developers granted permission for grading before tree preservation plans have been discussed and adopted



## MAYOR & COUNCIL COMMUNICATION

**DATE: September 1, 2015**  
**REGULAR**  
**ITEM 21**  
**MOTION**

**AGENDA ITEM:** Building Inspector Position

**SUBMITTED BY:** Clark Schroeder Interim City Administrator

**THROUGH:** Clark Schroeder

**REVIEWED BY:** Clark Schroeder

---

**SUGGESTED ORDER OF BUSINESS:**

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

**POLICY RECCOMENDER:** Staff

**FISCAL IMPACT:** Included in the 2015 budget.

**SUMMARY AND ACTION REQUESTED:**

The City of Lake Elmo has approved a number of new homes which will be built over the next 5-7 years. As an update, since the last time this was before the council, our contracted building inspector has given 30 day notice. The last directive given by council was to hire an additional contractor for 20 hours to supplement the current contractor. We have had limited success securing material commitments for this 20 hour position. Our 2016 budget is built upon a 130 housing buildout with local standards from neighboring cities of one inspector for every 50 homes. In discussing this with other local city administrators, if you wait until you need a 100 percent position, most likely you have waited too long and have provided poor customer service. Lake Elmo is in a consortium with local cities that help out when demand is high or inspectors go on vacation or have health related issues. This type of quid pro quo it is a two way street and Lake Elmo has not had capacity to lend out inspectors for some time now. If you approve this position and we have available time, we most likely would be able to fill time with other cities

inspections and bill that out. In addition, there is a possibility that annual fire inspections could be done by this position if they were so trained and the Chief approved. This position would also inspect and enforce nuisance ordinance complaints.

**BACKGROUND INFORMATION (SWOT):**

**Strengths** – The proposed position will continue the vision of service to the community and compliance with applicable State and Municipal Code requirements.

**Weaknesses** – Not Applicable

**Opportunities** – The proposed position will assist in carrying out the Department of Building safety's mission in maintaining minimum requirements to safeguard public health, safety, and general welfare through compliance with City Code.

**Threats**- Economic downturn could happen and housing starts could stop necessitating the laying off of a new hire.

**RECOMMENDATION:** Based on the aforementioned, the staff recommends the City Council authorize the hiring of a full time building inspector.

***“Move to authorize the City Administrator to advertise, recruit, interview, and present for employment a Building Inspector.”***