



MAYOR AND COUNCIL COMMUNICATION

DATE: 5/17/16
CONSENT
ITEM #: 18
MOTION

AGENDA ITEM: Boulder Ponds 2nd Addition Final PUD and Final Plat
SUBMITTED BY: Stephen Wensman, Planning Director
REVIEWED BY: Emily Becker, City Planner
Jack Griffin, City Engineer

BACKGROUND:

OP4 Boulder Ponds, LLC is requesting approval of Boulder Ponds 2nd Addition Final PUD and Final Plat, the second phase of the Boulder Ponds residential development. The Planning Commission reviewed the Final PUD and Final Plat on April 25, 2016 and recommended approval with eight conditions.

ISSUE BEFORE COUNCIL:

Approval of the Final PUD and Final Plat of Boulder Ponds 2nd Addition.

PROPOSAL DETAILS/ANALYSIS:

The Planning Commission recommended approval of the Boulder Ponds 2nd Addition Final PUD and Final Plat with eight conditions. Since the Planning Commission review, OP4 Boulder Ponds has received approval for both Boulder Ponds and Boulder Ponds 2nd Addition landscape plans. The irrigation plans for Boulder Ponds 2nd Addition are still being reviewed. The Developer is currently reviewing the Landscape Maintenance and License Agreement, also a condition of Final Plat. The Developer has provided evidence to the City Attorney that it has a fee interest in the Plat. Evidence of Watershed approval and compliance with conditions has been met. There is no work to be performed within the BP pipeline area. As a result, the related conditions have been removed from the attached resolution of approval.

Staff is recommending approval of Boulder Ponds 2ND Addition Final Plat and Final PUD Plan based on the following findings:

- 1) That the Boulder Ponds 2nd Addition Final Plat and Final PUD Plan is consistent with the Preliminary Plat and Plans as approved by the City of Lake Elmo on September 16, 2014.
- 2) That the Boulder Ponds 2nd Addition Final Plat and Final PUD Plan is consistent with the Lake Elmo Comprehensive Plan and the Future Land Use Map for this area.

- 3) That the Boulder Ponds 2nd Addition Final Plat generally complies with the City's Urban Low Density Residential zoning district, with the exceptions as noted in the approved Preliminary PUD Plans.
- 4) That the Boulder Ponds 2nd Addition Final Plat complies with all other applicable zoning requirements, including the City's landscaping, storm water, sediment and erosion control and other ordinances, except as noted in this report or attachment thereof.
- 5) That the Boulder Ponds 2nd Addition Final Plat complies with the City's subdivision ordinance.

FISCAL IMPACT:

The City will be asked to review a developer's agreement as a separate agenda item. The agreement will include a detailed accounting of any development costs that will be the responsibility of the City.

OPTIONS:

The Boulder Ponds 2nd Addition Final PUD and Final Plat are consistent with the Preliminary Plat approval and should be approved by the City Council.

RECOMMENDATION:

Staff and the Planning Commission recommend approval with the following motion:

“move to approve Resolution 2016-41 approving the Final PUD and Final Plat for Boulder Ponds 2nd Addition with 5 conditions”

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

RESOLUTION NO. 2016-41

*A RESOLUTION APPROVING A FINAL PLAT AND FINAL PLANNED UNIT DEVELOPMENT
(PUD) PLAN FOR THE BOULDER PONDS 2ND ADDITION PLANNED RESIDENTIAL
DEVELOPMENT*

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

WHEREAS, Boulder Ponds OP4, LLC, 11455 Viking Drive, Suite 350, Eden Prairie, MN has submitted an application to the City of Lake Elmo (“City”) for a Final Plat and Final PUD Plan for the Boulder Ponds 2nd residential development, a copy of which is on file in the City of Lake Elmo Community Development Department; and

WHEREAS, the City approved the Boulder Ponds PUD General Concept Plan on December 17, 2013; and

WHEREAS, the City approved the Boulder Ponds Preliminary Plat and Preliminary PUD Plan on September 16, 2014; and

WHEREAS, the proposed Boulder Ponds 2nd Final Plat and Final PUD Plan includes 18 single family residential lots within a planned development on Outlot H, Boulder Ponds in Stage 1 of the I-94 Corridor Planning Area; and

WHEREAS, the Lake Elmo Planning Commission reviewed the Final Plat and Final PUD Plans on April 25, 2016; and

WHEREAS, the Lake Elmo Planning Commission adopted a motion recommending approval of the Final Plat and Final PUD Plan subject to 8 conditions of approval; and

WHEREAS, the Lake Elmo Planning Commission has submitted its report and recommendation concerning the Final Plat and Final PUD Plan as part of a memorandum to the City Council for the May 17, 2016 Council Meeting; and

WHEREAS, the Developer has complied with three of the eight conditions prior to City Council review; and

WHEREAS, the City Council reviewed the Boulder Ponds 2nd Final Plat and Final PUD Plan at its meeting held on May 17, 2016 and made the following findings of fact:

- 1) That the Boulder Ponds Final Plat and Final PUD Plan is consistent with the Preliminary Plat and Plans as approved by the City of Lake Elmo on September 16, 2014.

- 2) That the Boulder Ponds Final Plat and Final PUD Plan is consistent with the Lake Elmo Comprehensive Plan and the Future Land Use Map for this area.
- 3) That the Boulder Ponds Final Plat generally complies with the City's Urban Low Density Residential zoning district, with the exceptions as noted in the approved Preliminary PUD Plans.
- 4) That the Boulder Ponds Final Plat complies with all other applicable zoning requirements, including the City's landscaping, storm water, sediment and erosion control and other ordinances, except as noted in this report or attachment thereof.
- 5) That the Boulder Ponds 2nd Addition Final Plat complies with the City's subdivision ordinance.
- 6) That the Boulder Ponds 2nd Addition Final Plat and Final PUD Plan complies with the City's Planned Unit Development Ordinance.
- 7) That the Boulder Ponds 2nd Addition Final Plat is consistent with the City's engineering standards with the exceptions noted by the City Engineer in his review comments to the City dated April 21, 2016.

NOW, THEREFORE, BE IT RESOLVED THAT the City Council does hereby approve the Boulder Ponds Final Plat and Final PUD Plan subject to the following conditions:

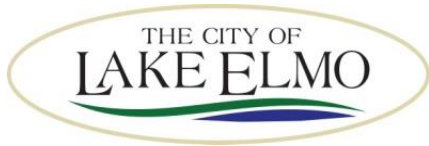
- 1) Final grading, drainage, and erosion control plans, utility plans, sanitary and storm water management plans, and street and utility construction plans shall be reviewed and approved by the City Engineer prior to the recording of the Final Plat. All changes and modifications to the plat and plans requested by the City Engineer in a memo dated 4/21/16 shall be incorporated into these documents before prior to signing the Plat for recording.
- 2) Prior to the release of the Final Plat for recording, the Developer shall enter into a Developer's Agreement acceptable to the City Attorney and approved by the City Council that delineates who is responsible for the design, construction, and payment of the required improvements with financial guarantees therefore.
- 3) The Final Irrigation Plan shall be submitted for review and approval by the City Landscape Architect Consultant prior to the release of building permits.
- 4) The applicant shall provide a complete development lot book for all lots in Phase 2 of the Boulder Ponds development clarifying proper building placement for use in granting building permits prior to the release of Final Plat for recording.
- 5) That a Landscape and Irrigation License Agreement be executed for the maintenance of commonly held CIC and City outlots and rights-of-ways prior release of the final plat for recording.

Passed and duly adopted this 17st day of May, 2016 by the City Council of the City of Lake Elmo, Minnesota.

Mike Pearson, Mayor

ATTEST:

Julie Johnson, City Clerk



PLANNING COMMISSION
DATE: APRIL 25, 2016
AGENDA ITEM: 5A– BUSINESS ITEM
CASE # 2016-07

ITEM: Boulder Ponds 2nd Addition – Final Plat, Final PUD Plan

SUBMITTED BY: Stephen Wensman, Planning Director

REVIEWED BY: Emily Becker, City Planner
Jack Griffin, City Engineer
South Washington Watershed District
Greg Malmquist, Fire Chief

SUMMARY AND ACTION REQUESTED:

The Planning Commission is being asked to consider an application for a Final Plat, Final PUD Plan submitted by OP4 Boulder Ponds, LLC. The Final Plat application represents the second phase of the Boulder Ponds residential development and includes 18 single family residential lots. The proposed project is located north of Hudson Blvd. N., east of the Eagle Point Business Park and south of the Stonegate subdivision. Staff is recommending approval of the of the Boulder Ponds 2nd Addition Final Plat and Final PUD Plan subject to compliance with 8 conditions as noted in this report.

GENERAL INFORMATION

Applicant: OP4 Boulder Ponds, LLC (Deb Ridgeway), 11455 Viking Drive, Suite 350, Eden Prairie, MN 55344.

Property Owners: OP4 Boulder Ponds, LLC (Deb Ridgeway), 11455 Viking Drive, Suite 350, Eden Prairie, MN 55344 and Bremer Bank (Kathleen Tucci) 8555 Eagle Point Blvd., PO Box 1000, Lake Elmo.

Location: Outlot H, Boulder Ponds, PID # 34.029.21.32.0035

Request: Application for Final Plat and Final Planned Unit Development (PUD) Plan for the 2nd phase of the Boulder Ponds planned development which includes 18 single family lots.

Existing Land Use and Zoning: LDR (PUD) - Urban Low Density Residential Planned Unit Development.

Surrounding Land Use and Zoning: North –Stonegate Residential Estates (RE) subdivision; west – Eagle Point Business Park (Bremer Bank, Eagle Point Town Office Condos, High Pointe Medical Campus, vacant land) (BP); east – Lennar Savona Urban Low Density Residential (LDR) subdivision; south – vacant land guided for Commercial and Interstate Highway 94.

<i>Comprehensive Plan:</i>	Urban Medium Density Residential (4.5-7.0 units per acre),
<i>History:</i>	Boulder Ponds General Concept Plan approved by the City on 12/17/13 (Resolution #2013-109). Boulder Ponds Preliminary Plat and Preliminary PUD Plan approved by the City on 9/16/14 (Resolution #2014-73). The first phase Boulder Ponds Final Plat and Final PUD was approved on April 21, 2015
<i>Deadline for Action:</i>	Application Complete – 3/21/16 60 Day Deadline –5/20/16 Extension Letter Mailed – N/A 120 Day Deadline – N/A
<i>Applicable Regulations:</i>	Chapter 153 – Subdivision Regulations Article 10 – Urban Residential Districts (LDR) Article 16 – Planned Unit Development Regulations §150.270 Storm Water, Erosion, and Sediment

REQUEST DETAILS

The City of Lake Elmo has received a request from OP4 Boulder Ponds, LLC for a Final Plat and Final PUD Plan to subdivide Oulot H, Boulder Ponds, 5.07 acres, into 18 single family (detached Villa) lots on a cul-de-sac as guided by the approved Preliminary PUD Plan.

The applicant has submitted detailed construction plans for related to sanitary sewer, water main, storm sewer, grading, drainage, landscaping, and other details that have been reviewed by the City Engineer, Fire Chief and Landscape Consultant.

The City's subdivision ordinance establishes the procedure for obtaining final subdivision approval, in which case a final plat may only be reviewed after the City takes action on a preliminary plat. As long as the final plat is consistent with the preliminary approval, it must be approved by the City. Please note that the City's approval of the Boulder Ponds Preliminary Plat included 13 conditions that must be met by the applicant, which are addressed in the "Review and Analysis" section below. Staff has reviewed the final plat and found that it is consistent with the preliminary plat that was approved by the City on September 16, 2014. Please note that the final plat and construction plans indicate the new street will have the name, Jade Way North, which is consistent with the preliminary plat.

The City Engineer has reviewed the final plat, and his comments are attached to this report. Although there are some additional revisions and additions necessary for the Final Plat and final construction plans that need to be addressed by the applicant, the revisions can be made before the City releases the final plat for recording. Staff is recommending that all revisions and modifications noted within the City Engineer's review memorandum date April 21, 2016 be completed prior to the release of Final Plat for recording as a condition of approval.

FINAL PLAT REVIEW AND ANALYSIS

The preliminary plat for Boulder Ponds was approved with several conditions, which are indicated below along with Staff's comments on the status of each. For those items and issues that are not directly addressed below, Staff has provided additional comments following 13 preliminary plat

conditions list. Staff is recommending approval of the final plat, but with additional conditions intended to address the outstanding issues that will require additional review and/or documentation.

Please also note that the applicant has also provided a response to the preliminary plat conditions as part of the project narrative (Attachment #2).

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

- 1) The applicant must enter into a separate grading agreement with the City prior to the commencement of any grading activity in advance of final plat and plan approval. The City Engineer shall review any grading plan that is submitted in advance of a final plat, and said plan shall document extent of any proposed grading on the site. ***Comments: The site was mass graded in phase 1.***
- 2) The developer shall be required to submit an updated parkland dedication calculation in advance of Final Plat. Upon submission of the calculation, the applicant must work with the City to achieve the required parkland dedication amount per the City's Subdivision Ordinance. The developer shall be required to pay a fee in lieu of land dedication equivalent to the fair market value for the amount of land that is required to be dedicated for such purposes in the City's Subdivision Ordinance less the amount of land that is accepted for park purposes by the City. Any cash in lieu of land dedication shall be paid by the applicant prior to the release of the Final Plat for recording. ***Comments: The park land dedication of 1.77 acres which will be comprised of that the portion of the northern greenbelt park not within the Xcel Energy easement will be dedicated in the third phase of the development. The remaining park dedication equivalent to the fair market value of 2.57 acres of land was paid with the first phase of the development.***
- 3) The developer shall follow all the rules and regulations of the Wetland Conservation Act and adhere to the conditions of approval for the South Washington Watershed District Permit. ***Comments: The permit was received with the first phase of the development.***
- 4) The applicant will work with the Planning Staff to name all streets in the subdivision in a manner acceptable to the City prior to the submission of Final Plat. ***Comments: The streets in the entire development were named and the names were approved by the Fire Chief.***
- 5) The applicant will work with staff to address the comments in the City Engineer's review memo dated 7/24/14 to the satisfaction of the City Engineer as part of the Final Plat and Final PUD Plan. ***Comments: These were completed for the 1st phase.***
- 6) In addition to standard easements required by the Subdivision Ordinance, additional drainage and utility easements must be provided extending 10 feet from meandering sidewalks, as well as all of the portion of private lots between meandering sidewalks and the public right-of-way. ***Comments: This was complied with in the first phase and will be again in the second phase.***
- 7) The landscape plan shall be updated to locate all boulevard trees in between the public street and sidewalk to not interfere with private utilities. ***Comments: The landscaping plans for all phases have been accepted per Stephen Mastey's review memo 4/20/16 with the exception of the irrigation plans. Irrigation plans are close to being approved.***

- 8) All islands and medians internal to the Boulder Ponds development shall be platted as part of the right-of-way and shall be maintained by the Home Owners Association. The applicant shall enter into a maintenance agreement with the City that clarifies the individuals or entities responsible for any landscaping installed in areas outside of land dedicated as public park and open space on the Final Plat. ***Comments: The islands and median except those in 5th Street are the responsibility of the HOA into perpetuity. The developer has an approved management plan, but has not entered into a landscape license agreement.***
- 9) The design of the northern buffer trail shall be modified to a width of 8 feet as opposed to the regional trail standard of 10 feet. ***Comments: This condition will be address in the third phase of the development.***
- 10) The eastern segment of the northern buffer trail shall be moved to the south to the greatest extent possible with plantings to screen the trail on the north side. ***Comments: This has been completed.***
- 11) Prior to recording the Final Plat for any portion of the area shown in the Preliminary Plat, the Developer shall enter into a Developers Agreement acceptable to the City Attorney that delineates who is responsible for the design, construction, and payment of public improvements. ***Comments: Complete***
- 12) The Final PUD Plan will include a development lot book to clarify proper building placement for use in granting building permits for the development. ***Comments: Completed***

Staff is recommending that the conditions noted above that pertain to the 1st Addition Final Plat and that have not yet been addressed by the applicant should be again conditioned with this approval. The City Engineer's review letter identifies several issues that need to be addressed by the developer in order for the City to approve the final plans. However, the majority of these concerns are related to the construction plans and should have little bearing on the final plat. The City Landscape Architect has reviewed and approved the Landscape Plans, the Landscape Management Plan, however the irrigation plans have not yet been approved, and are about half way complete. The Fire Chief has reviewed the Final Plat and has identified no issues.

Staff is recommending that City Officials not sign the final plat mylars until the City's construction plan review is finalized and all necessary easements are documented on the Final Plat.

Based on the above Staff report and analysis, Staff is recommending approval of the Final Plat with several conditions intended to address the outstanding issues noted above and to further clarify the City's expectations in order for the developer to proceed with the recording of the Final Plat.

The recommended conditions are as follows:

Recommended Conditions of Approval:

- 1) Final grading, drainage, and erosion control plans, utility plans, sanitary and storm water management plans, and street and utility construction plans shall be reviewed and approved by the City Engineer prior to the recording of the Final Plat. All changes and modifications to the plat and plans requested by the City Engineer in a memo dated April 21, 2016 shall be incorporated into these documents before prior to signing the Plat for recording.

- 2) Prior to the release of Final Plat for recording, the developer shall provide evidence in a form satisfactory to the City Attorney that warrants it has fee interest in area included in the Boulder Ponds Final Plat.
- 3) Prior to the release of the Final Plat for recording, the Developer shall enter into a Developer's Agreement acceptable to the City Attorney and approved by the City Council that delineates who is responsible for the design, construction, and payment of the required improvements with financial guarantees therefore.
- 4) The Final Irrigation Plan shall be submitted for review and approval by the City Landscape Architect Consultant prior to the release of building permits.
- 5) The applicant shall provide evidence that all conditions attached to the South Washington Watershed District permit for the Final Plat and associated grading work have been met prior to the release of the Final Plat for recording.
- 6) The applicant must provide written authorization to perform any work in the BP Pipeline easement areas prior to the release of the Final Plat for recording.
- 7) The applicant shall provide a complete development lot book for all lots in Phase 2 of the Boulder Ponds development clarifying proper building placement for use in granting building permits prior to the release of Final Plat for recording.
- 8) That a Landscape and Irrigation License Agreement be executed for the maintenance of commonly held CIC and City outlots and rights-of-ways prior release of the final plat for recording.

DRAFT FINDINGS

Staff is recommending that the Planning Commission consider the following findings with regards to the proposed Boulder Ponds 2ND Addition Final Plat and Final PUD Plan:

- 1) That the Boulder Ponds 2nd Addition Final Plat and Final PUD Plan is consistent with the Preliminary Plat and Plans as approved by the City of Lake Elmo on September 16, 2014.
- 2) That the Boulder Ponds 2nd Addition Final Plat and Final PUD Plan is consistent with the Lake Elmo Comprehensive Plan and the Future Land Use Map for this area.
- 3) That the Boulder Ponds 2nd Addition Final Plat generally complies with the City's Urban Low Density Residential zoning district, with the exceptions as noted in the approved Preliminary PUD Plans.
- 4) That the Boulder Ponds 2nd Addition Final Plat complies with all other applicable zoning requirements, including the City's landscaping, storm water, sediment and erosion control and other ordinances, except as noted in this report or attachment thereof.
- 5) That the Boulder Ponds 2nd Addition Final Plat complies with the City's subdivision ordinance.

- 6) That the Boulder Ponds 2nd Addition Final Plat and Final PUD Plan complies with the City’s Planned Unit Development Ordinance.
- 7) That the Boulder Ponds 2nd Addition Final Plat is consistent with the City’s engineering standards with the exceptions noted by the City Engineer in his review comments to the City dated April 21, 2016.

RECCOMENDATION:

Staff is recommending approval of the Boulder Ponds 2nd Addition Final Plat and Final PUD Plan with the 8 conditions of approval as listed in the Staff report. The suggested motion is the following:

“Move to recommend approval of the Boulder Ponds 2nd Addition Final Plat and Final PUD Plan with the 8 conditions of approval as drafted by Staff based on the findings of fact listed in the Staff Report.”

ATTACHMENTS:

- Application Forms and Project Narrative
- Final Plat
- City Engineer Review Memorandum, dated 4/21/16
- Fire Chief Review Memorandum, dated 3/24/16
- Landscape Consultant Review Memorandum, dated 4/20/16
- (Final Construction Plans are available upon request)

ORDER OF BUSINESS:

- IntroductionPlanning Staff
- Report by StaffPlanning Staff
- Questions from the Commission Chair & Commission Members
- Discussion by the Commission Chair & Commission Members
- Action by the Commission Chair & Commission Members

Date Received: _____
Received By: _____
LU File #: _____



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

FINAL PLAT APPLICATION

Applicant: OP4 Boulder Ponds, LLC (Contact: Deb Ridgeway)
Address: 1660 Highway 100 South, Suite 400, St. Louis Park, MN 55416
Phone #: 952.525.3223
Email Address: Deb.Ridgeway@ExcelsiorLLC.com

Fee Owner: Same as Applicant
Address: _____
Phone #: _____
Email Address: _____

Property Location (Address and Complete (long) Legal Description: _____
Outlot H, Boulder Ponds

General information of proposed subdivision: _____
Applicant proposes to plat Outlot H, Boulder Ponds to create 18 detached Villa lots as contemplated on the
approved Boulder Ponds Preliminary Plat. The product will be similar to the Villa units currently being
constructed in the 1st phase of development.

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

OP4 Boulder Ponds, LLC
Signature of applicant: _____ Date: 2/18/16

OP4 Boulder Ponds, LLC
Fee Owner Signature: _____ Date: 2/18/16




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

AFFIRMATION OF SUFFICIENT INTEREST

I hereby affirm that I **am the fee title owner** of the below described property or that I have written authorization from the owner to pursue the described action.

Name of applicant OP4 Boulder Ponds, LLC
(Please Print)

Street address/legal description of subject property Outlot H, Boulder Ponds

OP4 Boulder Ponds, LLC

Signature

2/12/16
Date

If you are not the fee owner, attach another copy of this form which has been completed by the fee owner or a copy of your authorization to pursue this action.

If a corporation is fee title holder, attach a copy of the resolution of the Board of Directors authorizing this action.

If a joint venture or partnership is the fee owner, attach a copy of agreement authorizing this action on behalf of the joint venture or partnership.



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

ACKNOWLEDGEMENT OF RESPONSIBILITY

This is to certify that I am making application for the described action by the City and that I am responsible for complying with all City requirements with regard to this request. This application should be processed in my name and I am the party whom the City should contact regarding any matter pertaining to this application.

I have read and understand the instructions supplied for processing this application. The documents and/or information I have submitted are true and correct to the best of my knowledge. I will keep myself informed of the deadlines for submission of material and of the progress of this application.

I understand that this application may be reviewed by City staff and consultants. I further understand that additional information, including, but not limited to, traffic analysis and expert testimony may be required for review of this application. I agree to pay to the City upon demand, expenses, determined by the City, that the City incurs in reviewing this application and shall provide an escrow deposit to the City in an amount to be determined by the City. Said expenses shall include, but are not limited to, staff time, engineering, legal expenses and other consultant expenses.

I agree to allow access by City personnel to the property for purposes of review of my application.

OP4 Boulder Ponds, LLC

Signature of applicant BY  Date 2/18/16

Name of applicant Ben Schmidt, Vice President Phone 952.525.3225
(Please Print)

Name and address of Contact (if other than applicant) _____

Deb Ridgeway (deb.ridgeway@excelsiorllc.com)
c/o The Excelsior Group, LLC
1660 Highway 100 S, Suite 400
St. Louis Park, MN 55416

FINAL PLAT APPLICATION REQUIREMENTS¹
All Subdivisions of Land creating four (4) or more lots

This handout is intended to provide guidance on putting together and submitting a Final Plat application for the subdivision of property in Lake Elmo. The purpose of the Final Plat is to incorporate all conditions placed on the Preliminary Plat application into the final plans, and to finalize all documentation for legal recording at the County. This steps completes the subdivision process.

In order to have your Final Plat application be complete and reviewed in a timely fashion, there are a number of steps that must be followed:

1. **Pre-submittal Meeting:** Contact City Staff to discuss the status of any outstanding Preliminary Plat conditions, to discuss the requirements for Final Plat application submittal and obtain another land use application.
2. **Final Plat Submittal:** Prepare an informational packet (described herein) that fulfills the Final Plat submittal requirements. Providing a detailed and thorough application packet will greatly reduce the overall review time. Submit your completed packet to Staff to initiate review.
3. **Completeness Review:** Staff will examine your submittal to determine if the application is complete, and contact you if additional information is required or was omitted. It is to your advantage to submit your materials as early as possible so Staff can assist you in meeting all requirements. Applications found to be incomplete will be returned to the applicant.²
4. **Final Plat Review/Processing:** Staff will process completed applications. This process typically requires at least one applicant revision and resubmittal of plans to work through review comments. The process may also include additional applicant meetings, requesting review comments from partnering agencies, and writing reports.
5. **Planning Commission Meeting:** Once the plans are revised to fully meet the Zoning and Subdivision Ordinance and Engineering Design Standards as outlined by Staff, planning and engineering reports are prepared and the item is scheduled for the next available Planning Commission meeting (2nd or 4th Monday of the month³).

¹ The information provided in this document is intended to be a correct statement of the law as set forth in the Lake Elmo City Code and the laws of the State of Minnesota. However, the applicant should refer to the actual sources and consult with their own legal advisor regarding applicability to their application. In providing this information, the City makes no representations nor provides any legal advice or opinion.

² Minnesota State Statute 15.99 requires local governments to review an application within 15 business days of its submission to determine if an application is complete and/or if additional information is needed to adequately review the subject request.

³ Staff will determine when applications are reviewed based on the time needed to review the application and the number of items already scheduled on future agendas. Please note that meeting dates are ange due to holidays, lack of quorum, etc. Please contact City Hall to confirm all dates and times.

6. **Revisions:** If needed, the Final Plat is revised to address the Planning Commission's recommendation(s) and any outstanding review comments prior to City Council consideration.
7. **City Council Meeting:** Once the plans are finalized and ready for the City Council's consideration, staff reports are prepared and the Final Plat is placed on the next available City Council meeting agenda (1st or 3rd Tuesday of the month³). Applicants are advised to attend both the Planning Commission and City Council meetings and be open to questions regarding the request.
8. **Decision:** The City Council will review the request and either grant or deny the Final Plat.
9. **Title Work:** If the Final Plat application is approved by the City Council, all title work must be reviewed and approved by the City Attorney before the plat is recorded by the County. The applicant shall provide evidence in a form satisfactory to the City Attorney that he/she has fee interest in the subject property.

Above all else, it is imperative that an applicant begin preparations as early as possible and to ensure that a complete application is submitted. Review by the Planning Commission will not occur until at least three weeks have passed from when the City has deemed the application complete.

Final Plat Fees: The City Council has established a **non-refundable fee**⁴ for processing Final Plat applications. Please see the current fee schedule on our website. In addition, the City requires that the applicant enter into an Escrow Agreement with the City and post an \$8,000 escrow to reimburse the City for all technical planning, engineering, public works and legal review.

You will find that a great deal of the information requested for a Final Plat application matches the requirements for Preliminary Plat application submittal. While we have your original applications, the City does require that all applicants submit a new and complete application at every stage of the development process (updating information as needed). This allows us to track changes as the application progresses through the various levels of review. With this in mind, the following materials must be submitted prior to deeming an application complete:

- | <u>Sub:</u> | <u>Req:</u> | <u>Item:</u> |
|--------------------------|--------------------------|--|
| <input type="checkbox"/> | <input type="checkbox"/> | 1. A completed land use application form signed by all property owners along with payment of the proper filing fee, escrow and escrow agreement. |

⁴ Applicant is also responsible for any additional fees incurred by the City (i.e. engineering, planning, postage, legal expenses, et cetera).

2. **Written statements** providing information regarding your proposal. Please provide a separate answer for each of the lettered items listed below (answers must be submitted in both hard copy and electronic form-- MS Word format or PDF):
- a. A listing of contact information including name(s), address(es) and phone number(s) of: the owner of record, authorized agents or representatives, engineer, surveyor, and any other relevant associates.
 - b. A listing of the following site data: Address, current zoning, parcel size in acres and square feet, property identification number(s) (PID), and current legal description(s).
 - c. Final Subdivision and Lot Information:
 - i. The name of the Final Plat.
 - ii. A table listing the lot and block number, size of lot, width of lot, and depth of lot.
 - iii. Final exact area calculations of parks, trails, and any other dedicated public open space; and estimated values of all dedicated land and improvements (trails, park equipment, sports fields, etc.).
 - iv. Final exact area calculations of wetlands and buffers.
 - v. Final proposed area calculations for all dedicated right-of-ways.
 - vi. Proposed legal descriptions for: all lots, easements to be created (if not being dedicated on the plat), and easements to be vacated (if any).
 - d. An explanation of how issues have been addressed since the Preliminary Plat phase of the development.
 - e. A statement showing the final density of the project with the method of calculating said density shown.
 - f. Discuss proposed infrastructure improvements and phasing thereof (i.e. proposed roadways, sewer systems, water systems, sidewalks/trails, parking, etc) necessary to serve the subdivision.
 - g. If applicable, a narrative addressing how concerns/issues raised by neighboring properties have been addressed (discussing your proposal with the neighboring land owners is recommended to get a sense of what issues may arise as your application is processed).
 - h. If applicable, a description of how conflicts with nearby land uses (livability, value, potential future development, etc.) and/or disturbances to wetlands or natural areas are being avoided or mitigated.
 - i. Provide justification that the proposal will not place an excessive burden on roads (traffic), sewage, water supply, parks, schools, fire, police, or other public facilities/services (including traffic flows) in the area.

Written statements continued:

- j. If applicable, provide a description of proposed lakeshore access (i.e. shared dock with multiple slips, individual docks for each lot, etc.).
- k. A description of proposed parks and/or open space, including a brief statement of the overall land dedication of fees to be paid in lieu of land dedication that meets the public land dedication requirements of the Subdivision Ordinance.
- l. A proposed development schedule indicating the approximate date when construction of the project, or stages of the same, can be expected to begin and be completed (including the proposed phasing of construction of public improvements and recreational and common space areas).

Sub: Req: Item:

- 3. Plat & Associated Plans:** Ten (10) packets of reduced size (11x17) and five (5) packets of full plan size (24x36) containing each of the following required pieces of information depicting the proposed subdivision. Each document shall be at a consistent, readable, and measurable engineering scale, include a title and a page number (Sheet 1 of 5±, Sheet 2 of 5±, et cetera). Staff will assist you in determining what is required. The plan sets will not be considered complete unless all required elements are included. Additionally, each of the packet items must be submitted in an electronic format (.jpg, .pdf, etc.) for use in presentations.

The following pages outline the information that is required to deem your application complete.

Final Plat:

Sub: Required: Item:

- 1. Administrative Information:**
- *Appropriate identification of the drawing (i.e. final plat, grading plan, etc).*
 - *Name of the subdivision, which shall not duplicate or too closely approximate the name of any existing platted subdivision in Washington County. Proposed names must be verified by the Washington County Recorder.*
 - *Signature of surveyor, engineer, landscape architect, and all other professionals certifying the documents.*
 - *Date of plan preparation with revision date(s) (if any).*
 - *Graphic scale and true north arrow (engineering scale only, not less than one (1) inch equals one hundred (100) feet.*
 - *A complete Legend depicting all line types and symbols used within the plans.*

Final Plat continued:

2. **General Property Information:**
- *Address(es) and PID(s) for the subject property.*
 - *Existing legal description(s) for the subject property.*
 - *Existing parcel boundaries shown with survey measurement data matching the existing legal description of the parcel of land to be platted.*
 - *Date of survey.*
 - *Name, address, and phone number of landowner (and subdivider if not the same)*
 - *Name, address, and phone number of engineer, surveyor, landscape architect, or land planner preparing the plat (include registration #'s)*
3. Indication of the gross area being subdivided and the proposed number of lots shown in square feet and acres.
4. Existing site improvements within the parcel of land to be platted and for a distance of 150 feet outside of the parcel boundaries.
5. Zoning district(s) of the land being subdivided (if more than one zoning district, zoning boundary lines must be shown) and proposed future zoning for the subdivided land.
6. Layout of proposed lots with future lot and block numbers. The boundary lines of the subdivision should be clearly distinguishable from other property lines. Denote outlots planned for public dedication and/or open space (schools, parks, trails, stormwater ponds, etc.).
7. Layout of existing property lines if (different from proposed lot lines). Existing lot lines should be easily distinguishable from the proposed lot lines and not be a prominent feature on the plat.
8. Denote the area within each of the proposed parcels (in the appropriate units of acres and/or square feet)
9. Existing contours at intervals of two feet. Contours must extend a minimum of 150 feet beyond the boundary of the parcel(s) in question.
10. Delineation of wetlands and/or watercourses on the plat and within 150 feet of the perimeter of the subdivision parcel. The ordinary high water elevation and the 100 year flood elevation shall be shown for all existing water bodies.
11. Location, width, and names of existing and proposed streets within and immediately adjacent to the subdivision parcel, showing pavement type and width.

Final Plat continued:

12. All easements of record within or adjacent to the plat.
13. Lines establishing the buildable area on each lot (setbacks)
14. Boundary lines of adjoining parcels within three hundred fifty (350) feet beyond the plat. Individual parcels shall be identified by name and ownership including all contiguous land owned or controlled by the subdivider.
15. Location and dimensions of existing buildings or significant above ground structures on or within one hundred and fifty (150) feet of the outer plat boundary.
16. Location of any unique natural and/or historic features (if any)

 Final Grading, Drainage & Erosion Control Plan:**Sub: Required: Item:**

1. Appropriate identification of the drawing as a “final grading, drainage and erosion control plan.”
2. Administrative information as required for the Final Plat
3. Final Grading Plan: The developer shall submit a final grading, drainage and erosion control plan utilizing a copy of the current certificate of survey as a base for the site in question, prepared and signed by a Minnesota licensed engineer, depicting the following information:
4. North arrow and date of preparation.
5. Graphic Scale (engineering scale only, not less than one (1) inch equals fifth (50) feet).
6. For each lot, provide lot and block numbers, building pad location, building type and proposed building first floor elevation, low floor elevation and elevation at garage slab.
7. Stormwater Management Plan, with a narrative, including the configuration of drainage areas and calculations that meet the requirements of the City Code and/or applicable Watershed Standards.
8. Location of all natural features on the tract. Natural features are considered to include, but are not limited to the following: tree lines, wetlands, ponds, lakes, streams, drainage channels, bluffs, steep slopes, etc.

Final Grading, Drainage and Erosion Control Plan continued:

- | | | |
|--------------------------|--------------------------|--|
| <input type="checkbox"/> | <input type="checkbox"/> | 9. All delineated Wetlands and watercourse buffers per the City and Watershed standards; and wetland replacement plan, if needed. |
| <input type="checkbox"/> | <input type="checkbox"/> | 10. Location of all existing storm sewer facilities, including pipes, manholes, catch basins, ponds, swales, and drainage channels within one hundred fifty (150) feet of the tract. Existing pipe type, grades, rim and invert elevations and normal and high water elevations must be included. |
| <input type="checkbox"/> | <input type="checkbox"/> | 11. Normal water level (NWL) and 100-year high water level (100-year HWL) for all water bodies, existing and proposed. |
| <input type="checkbox"/> | <input type="checkbox"/> | 12. Spot elevations at drainage break points and emergency overflows (in BOLD) with directional arrows indicating site, swale and lot drainage. |
| <input type="checkbox"/> | <input type="checkbox"/> | 13. Retaining Walls (wall heights and elevations). |
| <input type="checkbox"/> | <input type="checkbox"/> | 14. Locations, grades, rim and invert elevations of all storm sewer facilities, including ponds and BMP's proposed to serve the tract. |
| <input type="checkbox"/> | <input type="checkbox"/> | 15. Locations and elevations of all street high and low points. |
| <input type="checkbox"/> | <input type="checkbox"/> | 16. Street grades shown. |
| <input type="checkbox"/> | <input type="checkbox"/> | 17. Provide phasing plan for site grading. |
| <input type="checkbox"/> | <input type="checkbox"/> | 18. All soil erosion and sediment control measures to be incorporated during and after construction must be shown. Locations and standard detail plates for each measure must be included on the plan using Lake Elmo city standard details. Plan must meet the requirements of MPCA General Permit Construction Activity. |
| <input type="checkbox"/> | <input type="checkbox"/> | 19. All revegetation measures proposed for the tract, including seed and mulch types and application rates must be included on the plan. |
| <input type="checkbox"/> | <input type="checkbox"/> | 20. Existing contours at two (2) foot intervals shown as dashed lines (may be prepared by a Minnesota licensed surveyor). Existing contours shall extend one hundred fifty (150) feet outside of the tract. |
| <input type="checkbox"/> | <input type="checkbox"/> | 21. Proposed grade elevations at two (2) foot intervals shown as solid lines. |
| <input type="checkbox"/> | <input type="checkbox"/> | 22. Other information as required and outlined in the City Plan Sheet Format Requirements. |

Final Utility Plan:

<u>Sub:</u>	<u>Required:</u>	<u>Item:</u>
-------------	------------------	--------------

- | | | |
|--------------------------|--------------------------|---|
| <input type="checkbox"/> | <input type="checkbox"/> | 1. Appropriate identification of the drawing as a “final utility plan.” |
| <input type="checkbox"/> | <input type="checkbox"/> | 2. Administrative information as required for the Final Plat |
| <input type="checkbox"/> | <input type="checkbox"/> | 3. Final Utility Plan, prepared and signed by a Minnesota licensed engineer, depicting the following information: |
| <input type="checkbox"/> | <input type="checkbox"/> | 4. Easements: Location, dimension and purpose of all utility easements. |
| <input type="checkbox"/> | <input type="checkbox"/> | 5. Underground and Overhead Facilities: Location and size of existing utilities including sewers, water mains, culverts, gas, electric, phone, cable, fiberoptic, utility poles or other underground facilities within the tract and to a distance of one hundred fifty (150) feet beyond the tract. Such data as grades, invert elevations, and location of catch basins, manholes and hydrants shall also be shown. |
| <input type="checkbox"/> | <input type="checkbox"/> | 6. Proposed utility plans including sanitary sewer, watermain, and storm sewer, all in accordance with the City engineering design standards manual. |
| <input type="checkbox"/> | <input type="checkbox"/> | 7. Water Supply, Public: Water mains shall be provided to serve the subdivision by extension of an existing community system wherever feasible. Service connections shall be stubbed to the property line. Extensions of the public water supply system shall be designed so as to provide public water in accordance with the engineering design standards as approved by the City Engineer and in accordance with the City’s Comprehensive Water Plan. The Final Utility Plan shall indicate the location of all hydrants and valves. |
| <input type="checkbox"/> | <input type="checkbox"/> | 8. Water Supply, Private: In areas where public water supply is not available, individual wells shall be provided on each lot, properly placed in relationship to the individual sewage disposal facilities. Well plans must comply with the State Well Code, as may be amended, and be submitted for the approval of the City Engineer. |
| <input type="checkbox"/> | <input type="checkbox"/> | 9. Sewage Disposal, Public: Sanitary sewer laterals and service connections shall be installed in accordance with the design standards of the City as approved by the City Engineer. The Final Utility Plan shall provide the locations, grades, rim and invert elevations, and sizes of all proposed sanitary sewer facilities to serve the tract. |

Final Utility Plan continued:

- 10. Sewage Disposal, Private: All individual sewage treatment systems shall be installed in accordance with all applicable State, County, and City requirements.
- 11. Other information as required and outlined in the City Plan Sheet Format Requirements.

Final Street & Storm Sewer Plan:

Sub: Required: Item:

- 1. Appropriate identification of the drawing as a “final street & storm sewer plan.”
- 2. Administrative information as required for the preliminary plat
- 3. Final Street and Storm Sewer Plan, prepared and signed by a Minnesota licensed engineer, depicting the following information:
- 4. Layout of proposed streets showing the proposed lot lines, right-of-way widths, and proposed names of streets in conformance with the County Uniform Street Naming and Addressing System.
- 5. Locations and widths of proposed streets, alleys and pedestrian-ways.
- 6. Location, dimensions and purpose of all easements.
- 7. Annotation of street geometrics for all horizontal curves, tangent lengths and corner radii.
- 8. Centerline profile and gradients for all streets, with vertical geometrics annotated on the plan profiles.
- 9. Typical cross section of proposed street improvements.
- 10. Minimum front and side street building setback lines.
- 11. When lots are located on a curve, the width of the lot at the building setback line.
- 12. Location and number of off-street parking spaces (guest, handicapped, bicycle, motorcycle, etc.) including typical dimensions of each. *Note: not required for single family residential developments.*
- 13. Other information as required and outlined in the City Plan Sheet Format Requirements.

Final Tree Preservation Plan⁵:

Sub: Required: Item:

- | | | |
|--------------------------|--------------------------|---|
| <input type="checkbox"/> | <input type="checkbox"/> | 1. Appropriate identification of the drawing(s) as the “final tree preservation plan.” |
| <input type="checkbox"/> | <input type="checkbox"/> | 2. Administrative information as required for the Final Plat. |
| <input type="checkbox"/> | <input type="checkbox"/> | 3. Final Tree Preservation Plan, prepared and signed by a Minnesota licensed forester or landscape architect, depicting the following information: |
| <input type="checkbox"/> | <input type="checkbox"/> | 4. Tree inventory and survey, including a total listing of all healthy significant trees, all healthy significant trees to be removed and all healthy significant trees to remain. Information should be presented in both graphic (at a scale not less than one (1) inch equals one hundred (100) feet) and tabular form (charts listing significant trees by field tag number). |
| <input type="checkbox"/> | <input type="checkbox"/> | 5. General description of the trees on the site not meeting the significant size threshold. |
| <input type="checkbox"/> | <input type="checkbox"/> | 6. Locations of proposed buildings, structure, or impervious surfaces. |
| <input type="checkbox"/> | <input type="checkbox"/> | 7. Delineation of all areas to be graded and limits of land disturbance. |
| <input type="checkbox"/> | <input type="checkbox"/> | 8. Identification of all significant trees to be removed in the construction area, presented in both graphic and tabular form. |
| <input type="checkbox"/> | <input type="checkbox"/> | 9. Measures to protect the significant trees that are to remain. |
| <input type="checkbox"/> | <input type="checkbox"/> | 10. Size, species, number and location of all replacement trees proposed to be planted on the property in accordance with the Mitigation Plan, if necessary, presented in both graphic (at a scale not less than one (1) inch equals one hundred (100) feet) and tabular form. |

Final Landscaping Plan⁶:

Sub: Required: Item:

- | | | |
|--------------------------|--------------------------|--|
| <input type="checkbox"/> | <input type="checkbox"/> | 1. Appropriate identification of the drawing(s) as the “final landscaping plan.” |
| <input type="checkbox"/> | <input type="checkbox"/> | 2. Administrative information as required for the Final Plat. |
| <input type="checkbox"/> | <input type="checkbox"/> | 3. The proposed location, size, quantity, and species of all existing and proposed plant materials as required in §154.258. Information should also be provided in tabular form. |

⁵ All tree preservation plans shall be certified by a forester or landscape architect.

⁶ All landscape plans shall be certified by a landscape architect.

Final Landscaping Plan continued:

- | | | |
|--------------------------|--------------------------|--|
| <input type="checkbox"/> | <input type="checkbox"/> | 4. Methods for protecting existing trees and other landscape material, consistent with §154.257. |
| <input type="checkbox"/> | <input type="checkbox"/> | 5. Proposed structural and ground cover materials. |
| <input type="checkbox"/> | <input type="checkbox"/> | 6. Proposed provisions for irrigation and other water supplies. |
| <input type="checkbox"/> | <input type="checkbox"/> | 7. If required, proposed screening showing details and typical cross-sections. |

Ghost Plat (Note: Ghost Plat may be required dependent on potential future land uses of adjacent property as guided by the City's Comprehensive Plan):

Sub: Required: Item:

- | | | |
|--------------------------|--------------------------|---|
| <input type="checkbox"/> | <input type="checkbox"/> | 1. Appropriate identification of the drawing as a "ghost plat." |
| <input type="checkbox"/> | <input type="checkbox"/> | 2. Administrative information as required for the Final Plat. |
| <input type="checkbox"/> | <input type="checkbox"/> | 3. Show potential future subdivision possibilities for the land if your proposal was approved (i.e. if you are not subdividing to the maximum density, how might the land be further divided in the future to reach the maximum density). |
| <input type="checkbox"/> | <input type="checkbox"/> | 4. Indicate how the proposed subdivision will relate to potential future subdivisions of adjacent properties (you may need to ghost plat development on adjacent properties to establish this relation). |

Electronic files

Sub: Required: Item:

- | | | |
|--------------------------|--------------------------|---|
| <input type="checkbox"/> | <input type="checkbox"/> | 1. A cd or flashdrive must be submitted which includes electronic files for the written statements regarding the proposal, the plat and all associated plans. Staff can generally work with most file formats (.jpg or .pdf files are preferred). |
|--------------------------|--------------------------|---|

Sub: Req: Item:

- | | | |
|--------------------------|--------------------------|--|
| <input type="checkbox"/> | <input type="checkbox"/> | 4. Supplemental Information. Depending upon the submittal, the following items may also be required: |
| <input type="checkbox"/> | <input type="checkbox"/> | Feasibility report(s) for proposed individual on-site sewer and water systems. Such reports will be required with any future plat; |

Supplemental Information continued:

- Proposed protective covenants;
- Ten (10) copies of a context diagram that graphically depicts how the development plan relates to its surrounding neighborhood or community context including the pedestrian, bike, and street (vehicular access) network (existing and potential);
- A Traffic Impact Study (TIS) (6 copies) prepared in accordance with State, County and/or City Engineering guidelines;
- A soil survey and report;
- Signed letters of intent indicating that all required off-site easements and off-site rights-of-way necessary for the project could be negotiated and obtained;
- A hydrological/groundwater report;
- Any other special natural area or environmental study or report pursuant to Lake Elmo Code as requested by the City, if such exists or is deemed necessary;
- Any **other information** required by Staff, Commissioners, or Council Members necessary to provide a complete review of the preliminary plat and associated plans⁷. Additional items include:

Sub: Req: Item:

- 5. **Variances:** If you are requesting variances in any portion of the submitted Final Plat, the City asks that you list each of the requested variances and provide an explanation as to why each is necessary and cannot be avoided. Additionally, you must provide written answers to the following questions:
 - (1) Identify the unusual hardship on the land that necessitates the variance request; and
 - (2) Explain the nature of the proposed use of land and the existing use of land in the vicinity of the property; and
 - (3) Estimate the number of persons to reside or work in the proposed subdivision; and
 - (4) Indicate the anticipated effect of the proposed subdivision upon traffic conditions in the vicinity.

⁷ Number of copies, size, and other such administrative details may also be imposed when requiring additional information.

Sub: Req: Item:

- 6. Additional Applications:** If your request involves a rezoning request, additional applications will be required.
- Zoning Map Amendment Application

Upon City Council approval of Final Plat, and prior to any construction commencing, a pre-construction meeting must occur for both grading and street utility construction. These meetings may be combined into one meeting provided all items on both check lists are completed. Pre-construction meetings may not occur before the City Council approves the Final Plat and Development Agreement.

Checklist for Pre-Construction Conference for Grading

- 1. Payment of Development Fees
- 2. Issuance of securities on City of Lake Elmo approved form
- 3. Copy of Certificate of Insurance for both Developer and General Contractor identifying City of Lake Elmo as additional insured on City of Lake Elmo approved form
- 4. Copy of NPDES card
- 5. Grading specifications
- 6. Proposed construction schedule
- 7. List of subcontractors and contacts
- 8. List of materials and suppliers

Prior to grading operations commencing, contractor shall install all perimeter erosion control and other required erosion control best management practices and have the site inspected and approved by the City of Lake Elmo’s Water Resource Manager.

Checklist for Pre-Construction Conference for Streets and Utilities

- 1. Payment of Development Fees
- 2. Issuance of securities on City of Lake Elmo approved form

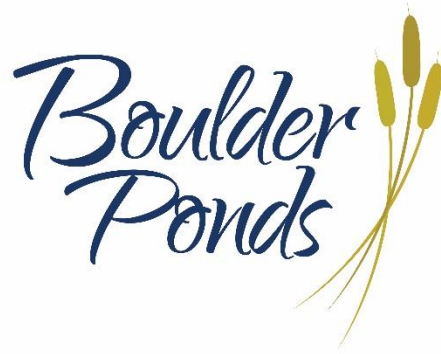
Street and Utility Pre-Con Checklist continued:

3. Copy of Certificate of Insurance for both Developer and General Contractor identifying City of Lake Elmo as additional insured on City of Lake Elmo approved form
4. Approved construction plans and specifications. (Note: these may not be the same as the approved Final Plat Street and Utility Plans. Questions about construction plans and specifications should be directed to the City Engineer)
5. Minnesota Department of Health Watermain Permit
6. Minnesota Pollution Control Agency Sanitary Sewer Extension Permit
7. Proposed construction schedule
8. List of subcontractors and contacts
9. List of materials and suppliers

State Statutes provide City staff with fifteen (15) business days to review an application to determine if it is complete. Applications found to be incomplete will be returned to the applicant. Please contact staff at (651) 747-3900 if you have any questions.

Thank you!

This handout last updated on 1/8/14



Boulder Ponds 2nd Addition Final Plat Narrative/Written Statement

Consisting of nearly 60 acres, Boulder Ponds offers a uniquely planned mixed-use neighborhood. The variety of land uses provides a seamless transition to the existing surrounding areas. From the south, the commercial parcels complement the existing commercial uses. Moving north, the medium density residential serves to buffer the commercial from the lower density single family homes. 5th Street further provides the separation between the commercial and residential uses.

The design concept and goals for Boulder Ponds has generally remained consistent throughout the approval process. As opposed to the more standard grid approach, the curvilinear nature of the streets is designed around the existing topography of the site, which offers premium lots with maximum open space. Further, the design works to limit double fronted lots. The oversized cul-de-sacs, meandering sidewalks and varying setbacks not only enhance site lines, but also create a quality neighborhood with aesthetically pleasing characteristics.

The detached single family lots consist of two types of housing; traditional single family homes and detached Villa homes. The single family homes are geared toward families typically with children with pricing starting around \$390,000. The detached Villa product will include association maintained grounds which is largely geared toward empty nesters. Pricing for these start around \$360,000. Please refer to attached Typical Elevation and Floor Plans for further details on product type.

Boulder Ponds will have its own neighborhood theming evident in the signage, landscaping and site furnishings. Neighborhood signage will include monuments clad in natural stone at the main entry points as shown in the landscape plan set. Community gathering spaces will be located in key areas of Boulder Ponds including a larger centrally located gathering space along Jade Trail which will include a shelter, grill and seating. Another area will be in the southerly cul-de-sac to include a smaller scale shelter and seating. Consistent theming in all these elements creates a neighborhood with a stronger sense of identity. The homeowners associations will be responsible for the ownership and maintenance these special features.

INCLUDED ATTACHMENTS:

Attachment A – Lot Tabulation, Zoning & Density

Attachment B – Tree Study Plan

Attachment C – Typical Villa House Plans

Written Statements

a. *Landowner's Name(s), Project Representatives and Contact Information.*

LANDOWNER/
DEVELOPER OP4 Boulder Ponds, LLC
 c/o The Excelsior Group, LLC
 1660 Highway 100 South, Suite 400
 St. Louis Park, MN 55416

Ben Schmidt, Vice President
952.525.3225
Ben.Schmidt@ExcelsiorLLC.com

Deb Ridgeway, Asset Manager
952.525.3223
Deb.Ridgeway@ExcelsiorLLC.com

ENGINEER SEH
 Dave Blommel
 320.229.4349
 dblommel@sehinc.com

SURVEYOR EG Rud
 Jason Rud
 651.361.8200
 jrud@egrud.com

LANDSCAPE
ARCHITECT Westwood Professional Services
 Cory Meyer
 952.906.7437
 cory.meyer@westwoodps.com

b. *Property Address, Zoning, Parcel Size, PID and Legal Description*

	Boulder Ponds 2nd Addition
ADDRESS	n/a
CURRENT ZONING	LDR - PUD
PARCEL SIZE Acres	5.07
Sq. Ft	22,0795
PID	34-029-21-32-0035
LEGAL DESCR	Outlot H, BOULDER PONDS

c. Final Subdivision & Lot Information

Please refer to ATTACHMENT A Lot tabulation sheet for lot information.

d. How issues have been addressed since Preliminary Plat

Below are the conditions of preliminary approval per Resolution 2014-73 with responses:

	CONDITION	RESPONSE/STATUS
1	The applicant must enter into a separate grading agreement with the City prior to the commencement of any grading activity in advance of final plat and plan approval. The City Engineer shall review any grading plan that is submitted in advance of a final plat, and said plan shall document extent of any proposed grading on the site.	COMPLETE
2	The developer shall be required to submit an updated parkland dedication calculation in advance of Final Plat. Upon submission of the calculation, the applicant must work with the City to achieve the required parkland dedication amount per the City's Subdivision Ordinance. The developer shall be required to pay a fee in lieu of land dedication equivalent to the fair market value for the amount of land that is required to be dedicated for such purposes in the City's Subdivision Ordinance less the amount of land that is accepted for park purposes by the City. Any cash in lieu of land dedication shall be paid by the applicant prior to the release of the Final Plat for recording.	The greenway park lot will be dedicated with the third phase of development along with trail improvements.
3	The developer shall follow all the rules and regulations of the Wetland Conservation Act and adhere to the conditions of approval for the South Washington Watershed District Permit.	PERMIT RECEIVED
4	The applicant will work with the Planning Staff to name all streets in the subdivision in a manner acceptable to the City prior to the submission of Final Plat. Modifications to the Preliminary Plat and Preliminary PUD Plans	COMPLETE
5	The applicant will work with staff to address the comments in the City Engineer's review memo dated 7/24/14 to the satisfaction of the City Engineer as part of the Final Plat and Final PUD Plan.	COMPLETE for 1 st phase
6	In addition to standard easements required by the Subdivision Ordinance, additional drainage and utility easements must be provided extending 10 feet from meandering sidewalks, as well as all of the portion of private lots between meandering sidewalks and the public right-of-way.	Where sidewalks encroach onto lots, easements are shown on the Final Plat.
7	The landscape plan shall be updated to locate all boulevard	COMPLETE

	CONDITION	RESPONSE/STATUS
	trees in between the public street and sidewalk to not interfere with private utilities.	
8	All islands and medians internal to the Boulder Ponds development shall be platted as part of the right-of-way and shall be maintained by the Home Owners Association. The applicant shall enter into a maintenance agreement with the City that clarifies the individuals or entities responsible for any landscaping installed in areas outside of land dedicated as public park and open space on the Final Plat.	HOA documents specify that public islands and medians (except 5 th Street) are the responsibility of the HOA.
9	The design of the northern buffer trail shall be modified to a width of 8 feet as opposed to the regional trail standard of 10 feet.	COMPLETE
10	The eastern segment of the northern buffer trail shall be moved to the south to the greatest extent possible with plantings to screen the trail on the north side.	COMPLETE
Plat Restrictions		
11	Prior to recording the Final Plat for any portion of the area shown in the Preliminary Plat, the Developer shall enter into a Developers Agreement acceptable to the City Attorney that delineates who is responsible for the design, construction, and payment of public improvements.	COMPLETE for the 1 st phase.
12	The Final PUD Plan will include a development lot book to clarify proper building placement for use in granting building permits for the development.	COMPLETE for the 1 st phase and will be done for the 2 nd Addition, as well.

e. *Site Density Calculation*

The Lot Tabulation submitted with the 1st phase approvals showed density information for the entire site.

In summary:

- The overall gross site density (for all phases of development) is calculated at 2.74 dwelling units per acre (DUA).
- Net of commercial, ponding and right-of way, the total site density is calculated at 5.18 DUA.

f. *Phasing of Infrastructure and Other Improvements*

Grading. Grading for the entire site was completed in 2015.

Streets & Utilities. Utility and street construction is complete for the 1st phase, with the exception of the final lift of asphalt. The 2nd Addition includes improvements for

18 Villa lots. It is anticipated that the 1st lift of asphalt will be complete mid-summer 2016.

Site Amenities. The main monument on 5th Street and Jade Trail is complete. The planned monument at the Hudson & Jade Trail entrance along with site furnishings and remaining landscaping for the 1st phase will be complete spring 2016. The 2nd Addition landscaping will be complete August 2016.

Model Homes. All the single family and Villa style lots are under contract with one builder. Model homes for each of these product styles are complete and currently used to market the site.

Future Phases. The last phase of the development including the completion of 5th Street will occur dependent on sales. This will likely occur in 2017.

g. *How Concerns of Neighboring Properties Have Been Addressed*

The only concern raised was at the 2014 public hearing by a Stone Gate Estates neighbor. It was requested that the trail be located as far south as possible. With some grade adjustments, this has been achieved.

h. *How Conflicts with Nearby Land Uses and/or Disturbances to Wetlands or Natural Areas Have Been Mitigated*

Northerly Buffer. The future trail between Stone Gate Estates to the north softens the impact of the lot sizes between the two neighborhoods.

Transition. The future senior housing (MDR) provides a transition between the commercial and residential (LDR) uses.

5th Street. 5th Street provides a separation of the residential neighborhood from the surrounding commercial uses.

Supplemental Uses. The Boulder Ponds commercial area compliments the other commercial uses along Hudson Blvd.

Preservation. The existing wetland is being preserved.

i. *Justification that Proposal will Not Place Excessive Burden on Infrastructure in the Area.*

Roads / Traffic. We are participating in the construction of 5th Street, a regional MSA road that runs east/west. The City of Lake Elmo has studied the area and determined the new MSA road will be sufficient to serve the new developments in the area. In addition to participation with the construction of 5th Street, we are proposing the construction of a north/south road (Jade Trail) connecting Hudson

Blvd to 5th Street. Future turn lanes are shown on Hudson Blvd, which are planned for installation when Hudson Blvd is expanded.

Sewer. The site has gravity sewer access along Hudson Blvd that is served by the regional sewer system. This additional capacity has been accounted for in the City of Lake Elmo's Comprehensive Plan.

Water Supply. Water will be served by Oakdale's water supply until such time the City of Lake Elmo can run its own trunk lines to the wider regional development area. Staff has indicated there is sufficient water to serve the development.

Parks. A 3.85 acre linear park in the 2nd phase of development will connect to the regional system. Staff has indicated that the trail construction or other related improvement costs may be used as an offset to park dedication fees. It is understood that the City is not requiring additional parkland.

Fire / Police. The streets were designed to accommodate a ladder fire truck. Boulder Ponds is primarily residential, which tends to have less calls per capita than other property types.

j. *Proposed Lakeshore Access*

N/A

k. *Parks and Open Space Description*

The linear park located along the northerly property line will be dedicated and improved with a trail and landscaping with the 3rd phase of development.

l. *Development Schedule*

- Grading - COMPLETE
- 1st Phase Utility Installation - COMPLETE
- 1st phase street & sidewalk construction (1st lift) - COMPLETE
- 1st Phase landscape and monument installation – SPRING 2016
- 2nd lift asphalt on 1st phase streets – FALL 2016
- 2nd Addition Improvements (Street & Utilities) – JULY 2016
- 3rd Addition Improvements – 2017 (sales dependent)

ATTACHMENT A

Lot Tabulation

**BOULDER PONDS 2ND ADDITION, Lake Elmo
Final Plat Lot Tabulation**

2/19/2016

		SQ		PROPOSED	
LOT	BLK	FT	ACRE	LOT TYPE	ZONING
LOTS					
1	1	9,057	0.21	Villa	LDR
2	1	8,001	0.18	Villa	LDR
3	1	8,012	0.18	Villa	LDR
4	1	9,582	0.22	Villa	LDR
5	1	9,959	0.23	Villa	LDR
6	1	8,783	0.20	Villa	LDR
7	1	8,455	0.19	Villa	LDR
8	1	9,080	0.21	Villa	LDR
9	1	12,793	0.29	Villa	LDR
10	1	21,111	0.48	Villa	LDR
11	1	10,190	0.23	Villa	LDR
12	1	9,331	0.21	Villa	LDR
13	1	8,270	0.19	Villa	LDR
14	1	8,973	0.21	Villa	LDR
15	1	8,645	0.20	Villa	LDR
16	1	10,929	0.25	Villa	LDR
17	1	10,342	0.24	Villa	LDR
18	1	9,546	0.22	Villa	LDR
RIGHT OF WAY					
		39,735	0.91	Right of Way	

5.07 TOTAL SITE ACREAGE

ATTACHMENT B

Tree Study Plan

All trees have been cleared from the site, most of which were around the former homestead. A summary of the significant trees surveyed in May 2014 was included with the 1st Phase application.

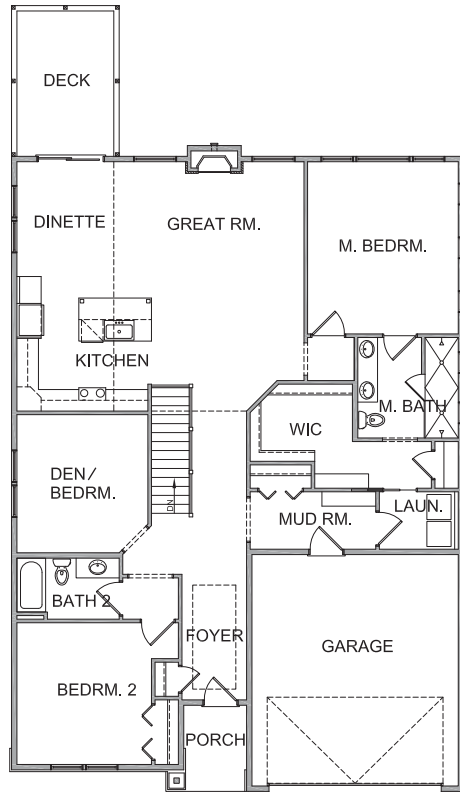
ATTACHMENT C
Typical Villa Elevations and Floor Plans

VILLA FLOOR PLANS

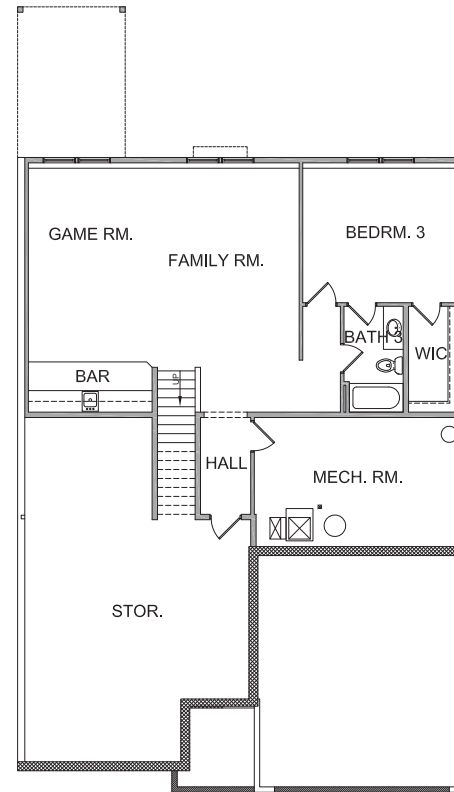


LEXINGTON

2-4 Bedrooms | 3 Baths | 2-Car Garage | 1,936-3,426 sf



Main Level: 1,963 sf



Future Basement
1,020 -1,463 sf

All prices, promotions, features, options, amenities, floor plans, elevations, materials and dimensions are subject to change without notice. All information is deemed reliable but not guaranteed. Please ask the new home specialist for more information.
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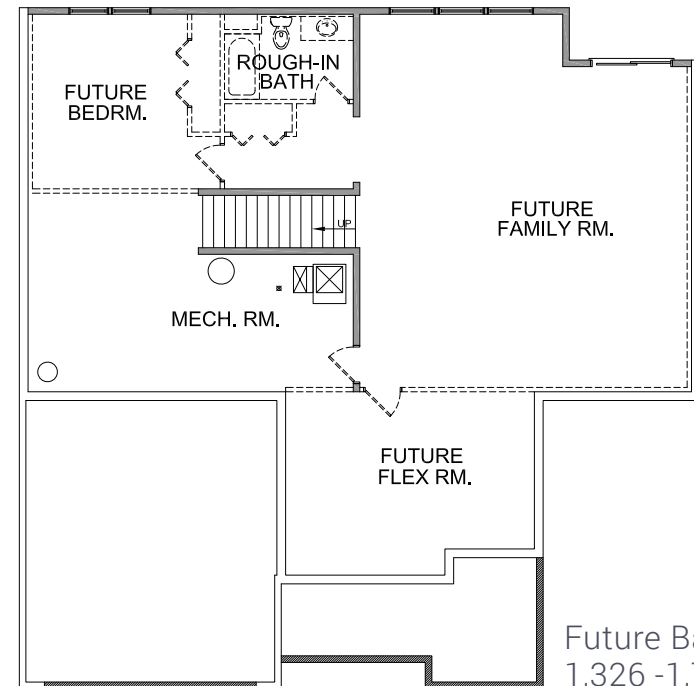
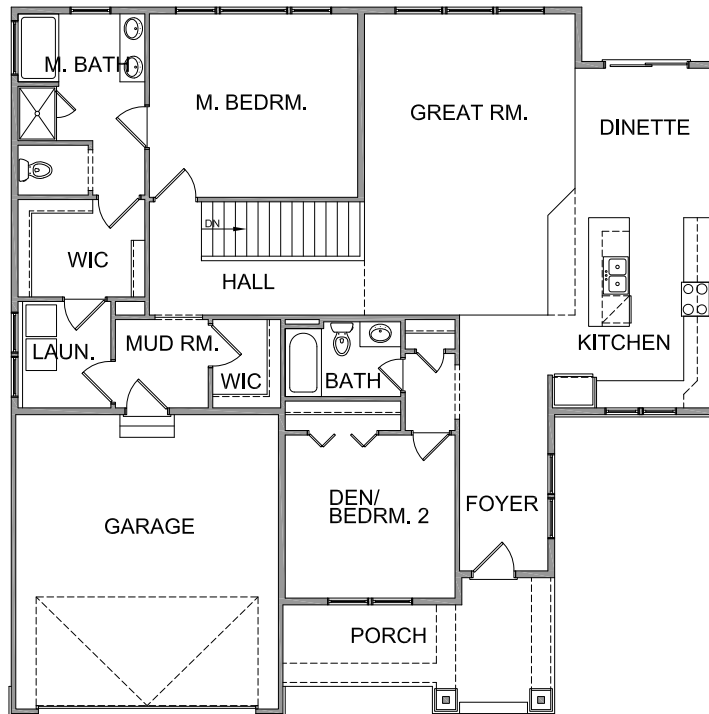


VILLA FLOOR PLANS



WESTON

2-4 Bedrooms | 2-3 Baths | 2-Car Garage | 1,791-3,582 sf



All prices, promotions, features, options, amenities, floor plans, elevations, materials and dimensions are subject to change without notice. All information is deemed reliable but not guaranteed. Please ask the new home specialist for more information.
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BOULDER PONDS 2ND ADDITION, Lake Elmo Final Plat Lot Tabulation

2/19/2016

PROPOSE D						
LOT	BLK	SQ FT	ACRE	LOT TYPE	ZONING	NOTES
LOTS						
1	1	9,057	0.21	Villa	LDR	
2	1	8,001	0.18	Villa	LDR	
3	1	8,012	0.18	Villa	LDR	
4	1	9,582	0.22	Villa	LDR	
5	1	9,959	0.23	Villa	LDR	
6	1	8,783	0.20	Villa	LDR	
7	1	8,455	0.19	Villa	LDR	
8	1	9,080	0.21	Villa	LDR	
9	1	12,793	0.29	Villa	LDR	
10	1	21,111	0.48	Villa	LDR	
11	1	10,190	0.23	Villa	LDR	
12	1	9,331	0.21	Villa	LDR	
13	1	8,270	0.19	Villa	LDR	
14	1	8,973	0.21	Villa	LDR	
15	1	8,645	0.20	Villa	LDR	
16	1	10,929	0.25	Villa	LDR	
17	1	10,342	0.24	Villa	LDR	
18	1	9,546	0.22	Villa	LDR	
RIGHT OF WAY						
		39,735	0.91	Right of Way		

5.07 TOTAL SITE ACREAGE

BOULDER PONDS SECOND ADDITION

PRELIMINARY DRAFT
PRINTED 3/2/2016

KNOW ALL PERSONS BY THESE PRESENTS: OP4 Boulder Ponds, LLC, a Minnesota limited liability company, fee owner of the following described property situated in the County of Washington, State of Minnesota, to wit:

Outlot H, BOULDER PONDS, Washington County, Minnesota.

Has caused the same to be surveyed and platted as BOULDER PONDS SECOND ADDITION and does hereby dedicate to the public for public use the public ways and drainage and utility easements created by this plat.

In witness whereof said OP4 Boulder Ponds, LLC, a Minnesota limited liability company, has caused these presents to be signed by Ben Schmidt, Vice President this _____ day of _____, 20____.

OP4 BOULDER PONDS, LLC

Ben Schmidt, Vice President

STATE OF MINNESOTA

COUNTY OF _____
 This instrument was acknowledged before me on this _____ day of _____, 20____, by Ben Schmidt, Vice President of OP4 Boulder Ponds, LLC, a Minnesota limited liability company, on behalf of the company.

Notary Public, _____ County, Minnesota
 My Commission Expires _____

I, Jason E. Rud do hereby certify that I have surveyed and platted or directly supervised the survey and platting of the property described on this plat as BOULDER PONDS SECOND ADDITION; that I am a duly Licensed Land Surveyor in the State of Minnesota; that this plat is a correct representation of the boundary survey; that all mathematical data and labels are correctly designated on the plat; that all monuments depicted on the plat have been or will be correctly set within one year as indicated on the plat; that all water boundaries and wet lands as defined in MS Section 505.01, Subd. 3 existing as of the date of this certification are shown and labeled on the plat; and that all public ways are shown and labeled on the plat.

Dated this _____ day of _____, 20____.

Jason E. Rud, Licensed Land Surveyor
 Minnesota License No. 41578

STATE OF MINNESOTA
 COUNTY OF _____

The foregoing Surveyor's Certificate was acknowledged before me on this _____ day of _____, 20____ by Jason E. Rud, Licensed Land Surveyor, Minnesota License No. 41578.

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____.

PLANNING COMMISSION, CITY OF LAKE ELMO, MINNESOTA
 By _____ Chairman
 By _____ Secretary

CITY OF LAKE ELMO, MINNESOTA
 The foregoing plat of BOULDER PONDS SECOND ADDITION 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, Subdivision 2.

CITY OF LAKE ELMO, MINNESOTA
 By _____ Mayor
 By _____ 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, taxes payable in the year 20____ on the land hereinbefore described have been paid. Also pursuant to Minnesota Statutes, Section 272.12, there are no delinquent taxes and transfer has been entered on this _____ day of _____, 20____.

By _____ Washington County Auditor/Treasurer
 By _____ Deputy

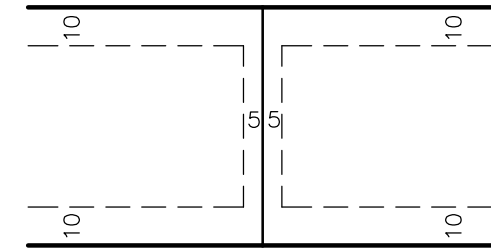
COUNTY RECORDER
 Document Number _____
 I hereby certify that this instrument was recorded in the Office of the County Recorder for record on this _____ day of _____, 20____, at _____ o'clock _____, M., and was duly recorded in Washington County Records.

By _____ Washington County Recorder
 By _____ Deputy

EASEMENT DETAIL

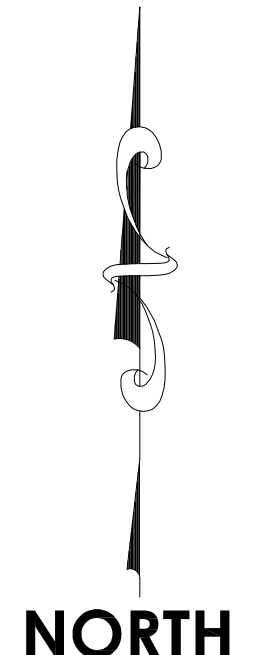
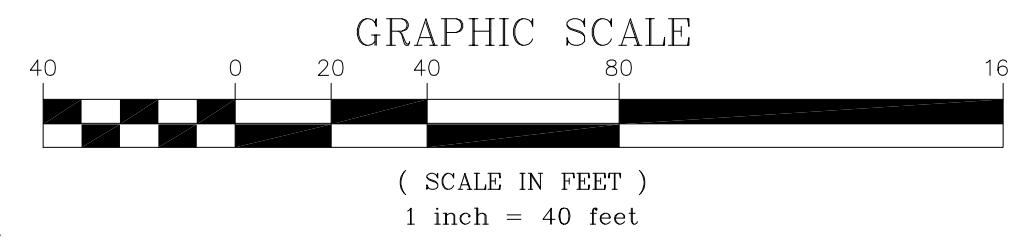
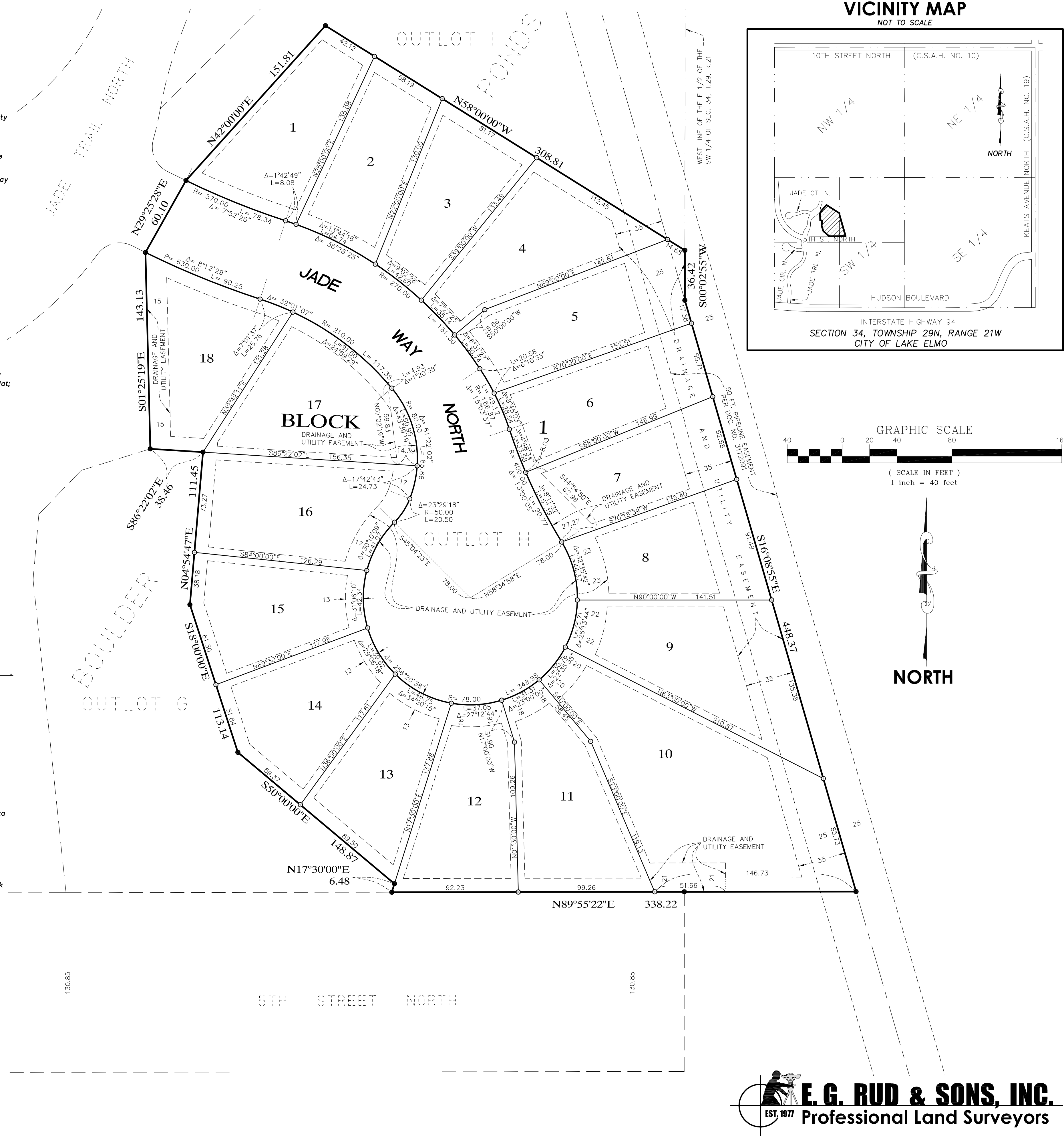
(NOT TO SCALE)

DRAINAGE AND UTILITY EASEMENTS ARE SHOWN THUS:



BEING 10 FEET IN WIDTH, AND ADJOINING ALL FRONT AND REAR LOT LINES AND BEING 5 FEET IN WIDTH, AND ADJOINING ALL SIDE LOT LINES, UNLESS OTHERWISE SHOWN ON THIS PLAT.

- DENOTES 1/2 INCH BY 14 INCH IRON PIPE TO BE SET AND MARKED BY RLS NO. 41578.
 - DENOTES FOUND IRON MONUMENT AS LABELED
- ORIENTATION OF THIS BEARING SYSTEM IS BASED ON THE WASHINGTON COUNTY COORDINATE SYSTEM. (NAD 83)



MEMORANDUM

FOCUS ENGINEERING, inc.

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

Date: April 21, 2016

To: Stephen Wensman, City Planner
Cc: Ryan Stempski, P.E., Assistant City Engineer
From: Jack Griffin, P.E., City Engineer

Re: Boulder Ponds 2nd Addition – Final Plat
Engineering Review Comments

An engineering review has been completed for the Boulder Ponds 2nd Addition. Final Plat/Final Construction Plans were received on March 17, 2016. The submittal consisted of the following documentation:

- Boulder Ponds 2nd Addition Final Plat, dated March 2, 2016, prepared by E.G. Rud & Sons, Inc.
- Boulder Ponds 2nd Addition Construction Plans dated March 16, 2016, prepared by SEH, Inc.
- Boulder Ponds Landscape Plans, dated March 17, 2016, prepared by Westwood Professional Services.

STATUS/FINDINGS: Engineering review comments have been provided in two separate memos; one for Final Plat approval, and one to assist with the completion of the final Construction Plans. Please see the following review comments relating to the Final Plat application.

FINAL PLAT: BOULDER PONDS 2ND ADDITION

- Final Construction Plans and Specifications must be revised in accordance with the Construction Plan engineering review email dated April 2, 2016 and any subsequent engineering review completed upon receipt of updated construction plans.
- Final Construction Plans and Specifications must be prepared in accordance with the City Engineering Design Standards Manual using City details, plan notes and specifications and meeting City Engineering Design Guidelines.
- All easements as requested by the City Engineer and Public Works department shall be documented on the Final Plat prior to the release of the Final Plat for recording. Easements may need to be revised pending review by the City of a detailed right-of-way boulevard plan. Boulder Ponds 2nd Addition includes meandering sidewalks which, when implemented, does not comply with the City standard boulevard layout. Therefore an alternate boulevard layout plan must detail the proposed changes for City review and approval and easements must be amended as necessary to accommodate all right-of-way infrastructure, including sidewalk location, boulevard trees, hydrants, street lights, street signs, water and sewer service stubs, and location for the private utility trench.
- All Outlots to be owned by the City, all easements and all right-of-way as requested by the City Engineer and Public Works department shall be documented on the Final Construction Plans.
- Final Plat should be contingent upon the City receiving copies of fully executed temporary construction easements or property owner permissions in a form acceptable to the City Attorney that allows for the construction and grading activities for all work off-site from the proposed Plat limits.

- Final Plat should be contingent upon receipt and City Attorney review of any agreements between the Developer and the BP Pipeline easement area and the Xcel Energy Transmission Easement area, demonstrating that said agreements in no way unacceptably encumbers the City.

FINAL CONSTRUCTION PLANS & SPECIFICATIONS

- No construction for Boulder Ponds 2nd Addition may begin 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, easements and permissions needed for the project; and a preconstruction meeting has been held by the City's engineering department.
- The construction plans, landscape plans and grading plans must incorporate a complete project, including completion, as part of the Boulder Ponds 2nd Addition, of the infiltration basins and wetland areas within Outlots G and I, including the installation of draintiles and any soil corrections. The plans must also incorporate an erosion and sedimentation control plan specific to the work to be completed for the Boulder Ponds 2nd Addition.
- Landscape Plans must be prepared to identify the specific improvements to be completed with the Boulder Ponds 2nd Addition including plantings and restoration within Outlots G and I.
- The Final Plat shall not be recorded until final construction plan approval is granted.
- A separate memorandum has been provided, dated April 2, 2016 to direct additional plan corrections necessary for final construction plan approval.

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

March 24, 2016

Review of the FINAL PLAT, BOULDER PONDS SECOND ADDITION, (Jade Way No.)

Following a review of the packet provided, I would like to address the following:

- Signage as it relates to “NO PARKING” looks good.
- Hydrant placement/spacing meets requirements.

Sincerely,

Greg Malmquist, Fire Chief



BOULDER PONDS PHASE 1, 2 & 5TH STREET – DESIGN REVIEW
LAKE ELMO, MN

LANDSCAPE ARCHITECTURAL DESIGN REVIEW DATED APRIL 20TH, 2016

REVIEWED PLAN SET DATED MARCH 17TH, 2016

Landscape Plans are Approved (with condition below - Item #1)

Required Items still in process by Boulder Ponds Project Team

1. Landscape irrigation plans dated 04 15 2016 have been submitted by Northway Irrigation on behalf of your project team with City review in process for all commonly held HOA & City Outlots / R.O.W. areas.

SINCERELY,

LANDSCAPE ARCHITECTURE, INC.

STEPHEN MASTEY, ASLA, CLARB, LEED AP



MAYOR AND COUNCIL COMMUNICATION

DATE: 5/17/16

CONSENT

ITEM #: 19

MOTION

AGENDA ITEM: Boulder Ponds 2nd Addition Developer Agreement

SUBMITTED BY: Stephen Wensman, Planning Director

REVIEWED BY: Jack Griffin, City Engineer

BACKGROUND:

OP4 Boulder Ponds, LLC has requested Final Plat and PUD Plans approval of Boulder Ponds 2nd Addition in a subsequent agenda item for the May 17, 2016 City Council meeting. The Developer and City Staff is requesting approval of the attached developer's agreement pertaining to the Boulder Ponds 2nd Addition Final Plat. The agreement has been drafted based on the agreement template previously reviewed by the Council and the agreement that was executed for other residential subdivisions.

ISSUE BEFORE COUNCIL:

To approve Resolution 2016-42 approving the Developer's Agreement for Boulder Ponds 2nd Addition.

PROPOSAL DETAILS/ANALYSIS:

One of the conditions of approval for the Boulder Ponds 2nd Addition Final Plat specifies that the developer enter into a Developer's Agreement prior to the execution of the plat by City officials. The attached draft agreement is consistent with the City's developer agreement template. The key aspects of the agreement include the following components:

- That all improvements to be completed by October 31, 2017.
- That the developer provide a letter of credit in the amount of 125% of the total cost of the proposed improvements. The construction estimates provided have been reviewed by the City Engineer and found to be accurate. The necessary letter of credit to secure the construction activity and expenses will be \$533,844 for the 2nd phase of the Boulder Ponds development.
- That the developer provide a cash deposit of \$158,708 for SAC and WAC charges, engineering administration, one year of street light operating costs, park land dedication fee, and other City fees.

- No park dedication is required with this plat, however, future land dedication is required in the 3rd phase of the development.

FISCAL IMPACT:

Direct Payments to Developer- None. Future financial impacts of the development include maintenance of streets, trails, sanitary sewer mains, watermains and other public infrastructure, maintenance of storm water ponding areas (after two years), maintenance of the landscaping in public areas, monthly lease payments for 2 street lights, and other public financial responsibilities typically associated with a new development.

RECOMMENDATION:

Based on the above Staff Report, Staff is recommending that the City Council approve the Developer's Agreement for Boulder Ponds 2nd Addition and that the Council direct the Mayor and Staff to execute this document once the financial security and cash requirements have been received. The suggested motion to adopt the Staff recommendation is as follows:

“Move to adopt Resolution 2016-42, approving the developer’s agreement for the Boulder Ponds 2nd Addition planned residential development.”

ATTACHMENTS:

1. Resolution 2016-42
2. Boulder Ponds 2nd Addition Development Agreement

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

RESOLUTION NO. 2016-42

*A RESOLUTION APPROVING THE DEVELOPER'S AGREEMENT FOR THE SECOND
PHASE OF THE BOULDER PONDS PLANNED RESIDENTIAL DEVELOPMENT*

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

WHEREAS, OP4 Boulder Ponds, LLC, 11455 Viking Drive, Suite 350, Eden Prairie, MN ("Applicant") has previously submitted an application to the City of Lake Elmo ("City") for a Final Plat for Boulder Ponds; and

WHEREAS, the Lake Elmo City Council considered and approved the Preliminary Plat request for Boulder Ponds at a meeting held on September 16, 2014; and

WHEREAS, The Lake Elmo City Council adopted Resolution No. 2016-__ on May 17, 2016 approving the Final Plat for Boulder Ponds 2nd Addition; and

WHEREAS, A condition of said Resolution No. 2016-__ 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 May 17, 2016 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 Boulder Ponds 2nd Addition and authorizes the Mayor and City Clerk to execute the document.

Passed and duly adopted this 17 day of May 2016 by the City Council of the City of Lake Elmo, Minnesota.

Mike Pearson, Mayor

ATTEST:

Julie Johnson, City Clerk

(reserved for recording information)

DEVELOPMENT CONTRACT

(Public sewer and water)

Boulder Ponds 2nd Addition

AGREEMENT dated _____, 2016, by and between the **CITY OF LAKE ELMO** a Minnesota municipal corporation (“City”), and OP4 Boulder Ponds (the “Developer”).

1. REQUEST FOR PLAT APPROVAL. The Developer has asked the City to approve a plat for Boulder Ponds 2nd Addition (referred to in this Contract as the “plat”). The land is situated in the County of Washington, State of Minnesota, and is legally described on **Exhibit A**

2. CONDITIONS OF PLAT APPROVAL. The City hereby approves the 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 has been recorded with the Washington County Recorder's Office, and 4) the City's Planning 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. If the 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 availability 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.

5. PRELIMINARY PLAT STATUS. If 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 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 - Plat

Plan B - Final Grading, Drainage, and Erosion Control Plan

- Plan C - Tree Preservation and Reforestation Plan
- Plan D - Plans and Specifications for Public Improvements
- Plan E - Street Lighting Plan
- Plan F - 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
- K. Tree Preservation and Reforestation
- L. Wetland Mitigation and Buffers
- M. Monuments Required by Minnesota Statutes
- N. Miscellaneous Facilities

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. At the time of Final Plat, the Developer shall submit an escrow for City Engineering Administration and Construction Observation in an amount provided under paragraph 34. 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 the 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. The 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. The 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 the Developer is thereby created.

10. CONTRACTORS/SUBCONTRACTORS. City Council members, City employees, and City Planning Commission members, and corporations, partnerships, and other entities in which such individuals have greater than a 25% 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, 2017, with the exception of the final wear course of asphalt on streets. The Developer shall install the bituminous wearing course of streets after the first course has weathered a winter season, consistent with warranty requirements, however final acceptance of the 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 Hudson Boulevard and Jade Trail North. No construction traffic is permitted on other adjacent local streets.

15. CONSTRUCTION SEQUENCE AND COMPLIANCE. The City will require the Developer to construct the 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.

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 after submitting an invoice for such costs, 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 the 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.

A. 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 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.

B. 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, 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 shall 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 the 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 shall dedicate 1.77 acres of park land comprised of that the portion of the northern greenbelt park not within the Xcel Energy easement with the third phase of the development. Fees in lieu of land dedication was paid as part of the Boulder Ponds Development Contract.

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 \$54,000.00.

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 \$54,000.00.

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

23. TRAFFIC CONTROL SIGNS. The Developer is responsible for the cost of for the installation of traffic control signs. The traffic control signs 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.

24. STREET LIGHTS. The Developer is responsible for the cost of street light installation consistent with a street lighting plan approved by the City. Before the City signs the final plat, the Developer shall post a security for street light installation consistent with the approved plan. The required security is \$12,000 and consist of one (2) decorative lights at \$6000 each. The Developer shall also pay \$258 in payment of 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 one model home on a lot acceptable to the Planning 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 phase of the development.

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, its 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 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 phase of the development. This requirement does not allow for the development to be phased for some lots.

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 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. SPECIAL PROVISIONS. The following special provisions shall apply to plat development:

A. Implementation of the recommendations listed in the April 21, 2016 Engineering memorandum.

B. The Developer must obtain a sign permit from the City Building Official prior to installation of any subdivision identification signs.

C. The Developer shall enter into a landscape license agreement that identifies required management of landscaping and individuals or entities responsible for any landscaping installed in areas outside of land dedicated as public park and open space on the final plat.

29. 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, as approved by the City Attorney, shall be filed with the final plat. No third-party beneficiary is hereby conferred.

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.

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

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

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

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

A. The City may suspend its performance under the Agreement until it receives assurances from the Developer, deemed adequate by the City, that Developer will cure its default and continue 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 the Developer, or immediately draw on the Letter of Credit, as set forth in this Agreement.

32. ENFORCEMENT BY CITY: DAMAGES. The Developer acknowledges the right of the City to enforce the terms of this Agreement against the Developer, by action for specific performance or damages, or both, or by any other legally authorized means. The Developer also acknowledges that its 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 Developer, the City may commence legal action to recover all damages, losses and expenses sustained by the City; and that such expenses may include, but are not

limited to, the reasonable fees of legal counsel employed with respect to the enforcement of this Agreement.

33. 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 a letter of credit 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.

34. 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 \$533,844. The amount of the security was calculated as follows:

CONSTRUCTION CATEGORY:	COST	125%
1. Grading	N/A	
2. Sanitary Sewer	\$73,000	\$91,250
3. Watermain	\$67,000	\$83,750
4. Storm Sewer (includes pond structures and outfall pipes)	\$39,500	\$49,375
5. Streets	\$84,175	\$105,219
6. Trails and Sidewalks		

7. Surface Water Facilities (infiltration basins, bio retention basins, rain gardens, etc.)	\$13,000	\$16,250
8. Street Lighting	\$12,000	\$15,000
9. Street Signs and Traffic Control Signs	\$1,600	\$2000
10. Private Utilities (electricity, natural gas, telephone, and cable)	(To be coordinated by the Developer)	
11. Landscaping	\$75,000	\$93,750
12. Tree Preservation and Restoration	N/A	
13. Wetland Mitigation and Buffers	\$1,000	\$1,250
14. Monuments	\$1,800	\$2,250
15. Erosion and Sedimentation Control	\$36,650	\$45,813
16. Miscellaneous Facilities	N/A	
17. Developer's Record Drawings	\$2,500	3,125
CONSTRUCTION SUBTOTAL	\$427,075	N/A
TOTAL PROJECT SECURITIES (at 125% Construction Costs)	N/A	\$533,844

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, without notice, 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.

35. REDUCTION OF SECURITY. Upon written request by the Developer to the City Engineer and upon receipt of proof satisfactory to the City Engineer that work has been completed in accordance with the approved plans and specifications, and terms of this Agreement, and that all financial obligations to the City have been satisfied, the City Engineer may approve reductions in the security as follows:

a. Upon completion of grading operations, including temporary site restoration, Developer shall submit an as-built grading survey to the City that at a minimum establishes the as-built

grades at all lot corners and downstream drainage conveyance systems and storm water ponds. Upon inspection of the site and approval of the as-built survey, 100%, or \$0.00, of the grading security may be released. This security reduction does not include amounts related to erosion and sedimentation control.

b. Up to 75% of the security provided in accordance with paragraph 34 may be released upon completion of the following key milestones of the project as determined by the City Engineer.

c. Construction Categories 2 and 3: The amount of \$131,250 may be released when all sanitary sewer and watermain utilities have been installed, all testing and televising has been successfully completed, sanitary sewer as-built inverts have been verified, and the utilities are considered ready for use by the City Engineer.

d. Construction Categories 4 and 5: The amount of \$115,945 may be released when all streets, and storm sewer have been installed and tested, and have been found to be complete to the satisfaction of the City Engineer including all corrective work for any identified punch list items and including verification of storm sewer as-built inverts, but not including the final wear course.

e. Construction Categories 6-18: The amount of \$153,188 may be released when all remaining Developer's obligations under this Agreement have been completed including: (1) bituminous wear course, (2) street lighting and private utilities, (3) sidewalks and trails, (4) bio retention facilities, (5) iron monuments for lot corners have been installed, (3) all financial obligations to the City satisfied, (4) the required "record" plans in the form of the City standards have been received and approved by the City, and (5) the public improvements are accepted by the City Engineer and City Council.

f. At no point may the Security be reduced below twenty-five percent (25%) of the original security amount until: (1) the warranty period has expired, (2) all improvements have been fully completed and excepted by the City, including all corrective work and identified punch list items, and (3) all financial obligations to the City have been satisfied.

g. In addition to the above project milestone based security reductions, the Developer may submit written request to the City Engineer and upon receipt of proof satisfactory to the City Engineer that work is progressing in accordance with the approved plans and specifications,

and terms of this Agreement, and that all financial obligations to the City have been satisfied, the City Engineer may approve a one-time reduction in the security for Construction Categories 2-5 in an amount not to exceed fifty percent (50%) of the initial security amounts.

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

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)	\$54,000
Water Availability Charge (WAC)	\$54,000
Park Dedication	N/A
Street Light Operating Fee	\$258
City Base Map Upgrading (\$25.00 per REU)	\$450
City Engineering Administration Escrow	\$50,000
TOTAL CASH REQUIREMENTS	\$158,708

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: 1660 Highway 100 South, Suite 400, St. Louis Park, MN 55416. 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 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: _____
Mike Pearson, Mayor

(SEAL)

AND _____
Julie Johnson, City Clerk

DEVELOPER:

BY: _____
Its

STATE OF MINNESOTA)
 (ss.
COUNTY OF WASHINGTON)

The foregoing instrument was acknowledged before me this _____ day of _____, 2016, by Mike Pearson and by Julie Johnson, 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 _____, 2016, 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 _____, 2016.

STATE OF MINNESOTA)
 (ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2016, 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 _____, 2016.

STATE OF MINNESOTA)
 (ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2016, by _____.

NOTARY PUBLIC

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

**CONTRACT PURCHASER CONSENT
TO
DEVELOPMENT CONTRACT**

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

Dated this _____ day of _____, 2016.

STATE OF MINNESOTA)
 (ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2016, 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

Outlot H, Boulder Ponds

IRREVOCABLE LETTER OF CREDIT

No. _____
Date: _____

TO: City of Lake Elmo

Dear Sir or Madam:

We hereby issue, for the account of OP4 Boulder Ponds, LLC and in your favor, our Irrevocable Letter of Credit in the amount of \$533,844.00, available to you by your draft drawn on sight on the undersigned bank.

The draft must:

- a) Bear the clause, "Drawn under Letter of Credit No. _____, dated _____, 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 AND COUNCIL COMMUNICATION

DATE: 5/17/16

CONSENT

ITEM #: 20

MOTION

AGENDA ITEM: An exception to Section 154.406, D to allow accessory structure closer to front lot line than principal structure.

SUBMITTED BY: Stephen Wensman, Planning Director

REVIEWED BY: Kristina Handt, City Administrator
Emily Becker, City Planner

BACKGROUND:

Mae Vue and Jeerasak Poophakumpanart, the owner of a 40 acre parcel at 2675 Legion Avenue, are requesting an exemption from the requirement that accessory structures be located no closer to the front lot line than the principal structure. The City of Lake Elmo Code, Section 154.406, D. prohibits accessory structures from being located closer to the front lot line than the principal structure unless by Resolution of City Council, an exception is granted. The owners are requesting such an exemption.

ISSUE BEFORE COUNCIL:

Approve Resolution 2016-43 to grant an exemption to allow an accessory structures to be located closer to the front lot line than the principal structure.

PROPOSAL DETAILS/ANALYSIS:

The owners of 2675 Legion Avenue, recently constructed a home on the northwest corner of their property, more or less on the high point of the property. Access to their property is from a long driveway that extends over an unbuilt Legion Avenue right of way, to the south of the property. The City Council recently granted an encroachment to the Legion Avenue right of way for their driveway in order to allow the construction of the driveway on the Legion Avenue right of way, providing access to the property. Although the property access is to the south, the front property line is along the Legion Avenue easement on the west side of the property. This unbuilt Legion Avenue easement is 41.48 foot wide, at present, too narrow to construct a street without additional right of way from the property to the west. There are no plans to construct an extension of Legion Avenue, nor are there any public utilities planned for the easement at this time. The owners would like to locate an accessory structure to the south and west of their home, closer to the front property line than the principal structure. The new accessory structure would be located 25' from the Legion Avenue easement. The home is located 68.4 feet from Legion Avenue easement (the front property line).

FISCAL IMPACT:

None

OPTIONS:

To deny or approve.

RECOMMENDATION:

Staff recommends the City Council approve Resolution 2016-43 approving an exemption to allow an accessory structure closer to the front property line than the principal structure. If this item is removed from the Consent Agenda, Staff recommends the following motion:

“Move to recommend approval of Resolution 2016-43 approving an exemption to allow an accessory structure closer to the front property line than the principal structure at 2675 Legion Avenue”.

ATTACHMENT:

- Resolution 2016-43
- Site Plan/Survey

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

RESOLUTION NO. 2016-43

*A RESOLUTION APPROVING AN EXEMPTION FROM CODE SECTION 154.406, D TO
ALLOW AN ACCESSORY STRUCTURE CLOSER TO FRONT PROPERTY LINE THAN
PRINCIPAL STRUCTURE.*

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

WHEREAS, the owners of a residential property at 2675 Legion Avenue, Mae Vue and Jeerasak Poophakumpanart would like to construct an accessory structure to be located closer to the front property line than the principal structure; and

WHEREAS, the City of Lake Elmo Code of Ordinances, Section 154.406, D prohibits accessory structures closer to front property lines than the principal structure unless an exemption is granted by City Council resolution; and

WHEREAS, the City Council considered the said matter at its May 17, 2016 meeting; and

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

FINDINGS

1. The proposed accessory structure will comply with the City's accessory structure ordinances and zoning district regulations, with the exception as approved by this Resolution.
2. The proposed accessory structure location has been reviewed by the City Staff and the City Engineer and the location appears to poses no threat, nor impact any City project or plans.
3. The proposed accessory structure will pose no threat to the health, safety and welfare of the public.

BE IT RESOLVED THAT the City Council does hereby approve the exemption from the front property setback, complying with Section 154.406, D of the City of Lake Emo's Code of Ordinances.

This resolution was adopted by the City Council of the City of Lake Elmo on this 17th day of May, 2016.

Mike Pearson, Mayor

ATTEST:

Julie Johnson, City Clerk

CERTIFICATE OF SURVEY

~for~ Kootenia Homes
~of~ Vue Residence

LEGAL DESCRIPTION

That part of the South Half of the Northeast Quarter of Section 24, Township 29, Range 21, EXCEPT the north 35.48 acres thereof, described as follows:

Commencing at the east quarter corner of said Section 24, a found cast iron monument; thence South 89 degrees 49 minutes 25 seconds West a distance of 1969.17 feet along the southerly line of said Northeast Quarter of Section 24 to the point of beginning; thence continuing South 89 degrees 49 minutes 25 seconds West a distance of 654.94 feet along said southerly line of said Northeast Quarter of Section 24 to the point of beginning of the easement to be described; thence continuing South 89 degrees 49 minutes 25 seconds West a distance of 168.73 feet along said southerly line of said Northeast Quarter of Section 24; thence North 19 degrees 37 minutes 51 seconds East 355.73 feet; thence North 07 degrees 30 minutes 50 seconds East 115.31 feet; thence North 37 degrees 09 minutes 09 seconds East 218.44 feet to a line drawn North 00 degrees 15 minutes 37 seconds West from said "Point A"; thence South 00 degrees 15 minutes 37 seconds East 283.65 feet; thence South 07 degrees 11 minutes 22 seconds West 154.23 feet; thence South 22 degrees 54 minutes 12 seconds West 200.84 feet to said point of beginning.

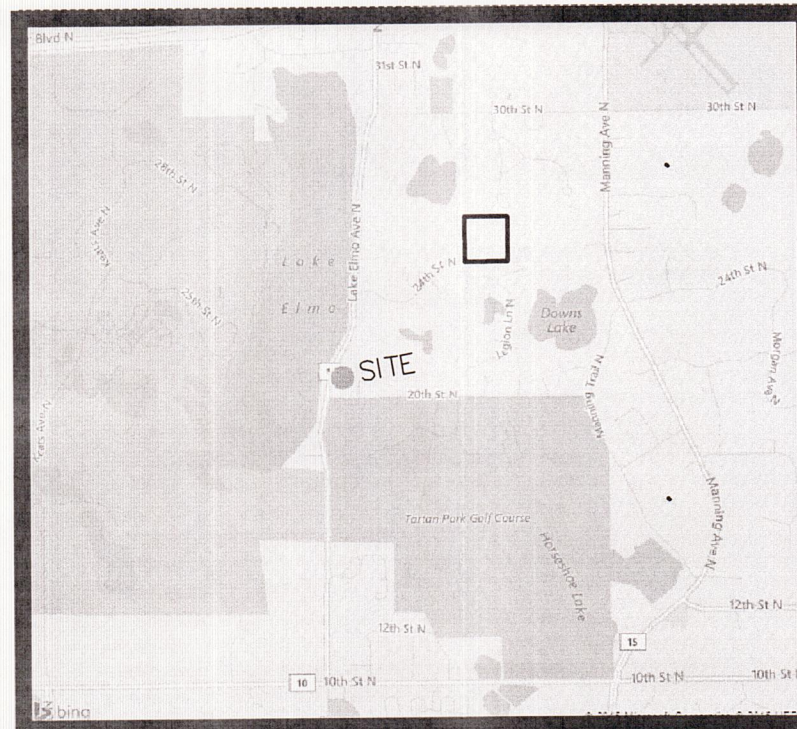
Said parcel is subject to an easement for road purposes over the westerly 41.48 feet thereof for Legion Avenue north and subject to an easement for road purposes over the southerly 30 feet of 25th Street North and subject to all other encumbrances and easements.

NOTES

- Field survey was completed by E.G. Rud and Sons, Inc. on 1/05/16.
- Bearings shown are on a Washington County NAD83 (1996) datum.
- Benchmark: GSD Station#33723; MndOT Name "S 27" Elevation 935.98 (NAVD88). Located near junction of 33rd Street and Lake Elmo Road.
- Contours from MndNR Lydar mapping (NAVD88), supplemented by field shots taken 1/5/16.
- This survey was prepared without the benefit of title work. Additional easements, restrictions and/or encumbrances may exist other than those shown hereon. Survey subject to revision upon receipt of a current title commitment or an attorney's title opinion.
- Due to field work being completed during the winter season there may be improvements in addition to those shown that were not visible due to snow and ice conditions characteristic of Minnesota winters.
- Soil borings and septic design by Tradewell Soil Testing report dated Feb. 10, 2016.

VICINITY MAP

PART OF SEC. 24, TWP. 29, RNG. 21
WASHINGTON COUNTY, MINNESOTA



NO.	DATE	DESCRIPTION	BY
1	1/19/16	ADDED PROP. SEPTIC, BORINGS	BPN
2	1/21/16	REVISED BUILDING DIMENSIONS	BPN
3	2/18/16	ADD EASE. & STORMWATER INFO	DWO
4	2/25/16	ADD EASE. & STORMWATER INFO	DWO
5	3/02/16	REVISE EASE. & STORMWATER INFO	DWO
6	4/12/16	ADD POLS.	DWO
7	4/18/16	REVISE HOUSE DIM.	DWO
8	4/29/16	REVISE DRIVEWAY	DWO

I hereby certify that this survey, plan or report was prepared by me or under my direct supervision and that I am a duly Registered Land Surveyor under the laws of the State of Minnesota.

Daniel W. Obermiller
Daniel W. Obermiller

Date: 4/29/16 License No. 25341

E.G. RUD & SONS, INC.
Professional Land Surveyors
6776 Lake Drive NE, Suite 110
Lino Lakes, MN 55014
Tel. (651) 361-8200 Fax (651) 361-8701

(8.3' POURED BSMT WALKOUT)

PROPOSED ELEVATIONS:
TOP OF BLOCK = 935.9
GARAGE FLOOR = 935.5
LOWEST FLOOR = 927.9
TOP OF FOOTING = 927.6

DIA: 65.83x112.00=129.91

LEGAL DESCRIPTION OF PROPOSED DRAINAGE EASEMENT

An easement for drainage purposes over and across that part of the South Half of the Northeast Quarter of Section 24, Township 29, Range 21, EXCEPT the north 35.48 acres thereof, described as follows:

Commencing at the east quarter corner of said Section 24, a found cast iron monument; thence South 89 degrees 49 minutes 25 seconds West a distance of 1969.17 feet along the southerly line of said Northeast Quarter of Section 24 to the point hereinafter to be referred to as "point A"; thence continuing South 89 degrees 49 minutes 25 seconds West a distance of 59.00 feet along said southerly line of said Northeast Quarter of Section 24 to the point of beginning of the easement to be described; thence continuing South 89 degrees 49 minutes 25 seconds West a distance of 168.73 feet along said southerly line of said Northeast Quarter of Section 24; thence North 19 degrees 37 minutes 51 seconds East 355.73 feet; thence North 07 degrees 30 minutes 50 seconds East 115.31 feet; thence North 37 degrees 09 minutes 09 seconds East 218.44 feet to a line drawn North 00 degrees 15 minutes 37 seconds West from said "Point A"; thence South 00 degrees 15 minutes 37 seconds East 283.65 feet; thence South 07 degrees 11 minutes 22 seconds West 154.23 feet; thence South 22 degrees 54 minutes 12 seconds West 200.84 feet to said point of beginning.

Said easement is subject to an easement for road purposes over the southerly 30 feet for 25th Street North.

LEGAL DESCRIPTION OF RAIN GARDEN EASEMENT

An easement for rain garden purposes over and across that part of the South Half of the Northeast Quarter of Section 24, Township 29, Range 21, EXCEPT the north 35.48 acres thereof, described as follows:

Commencing at the east quarter corner of said Section 24, a found cast iron monument; thence South 89 degrees 49 minutes 25 seconds West a distance of 1969.17 feet along the southerly line of said Northeast Quarter of Section 24; thence continuing South 89 degrees 49 minutes 25 seconds West a distance of 267.73 feet along said southerly line of said Northeast Quarter of Section 24; thence North 19 degrees 37 minutes 51 seconds East 355.73 feet; thence North 70 degrees 22 minutes 09 seconds West 84.18 feet to the point of beginning of the easement to be described; thence South 15 degrees 35 minutes 06 seconds West 147.68 feet; thence South 21 degrees 36 minutes 06 seconds West 110.07 feet; thence North 68 degrees 23 minutes 54 seconds West 48.71 feet; thence North 21 degrees 32 minutes 09 seconds East 112.56 feet; thence North 10 degrees 22 minutes 37 seconds East 132.28 feet; thence North 72 degrees 57 minutes 47 seconds West 95.59 feet; thence North 24 degrees 14 minutes 20 seconds East 21.91 feet; thence North 82 degrees 49 minutes 33 seconds East 109.42 feet; thence South 26 degrees 04 minutes 50 seconds East 77.73 feet to said point of beginning.

LEGAL DESCRIPTION OF RAIN GARDEN ACCESS EASEMENT

A 12 foot wide easement for rain garden access purposes over and across that part of the South Half of the Northeast Quarter of Section 24, Township 29, Range 21, EXCEPT the north 35.48 acres thereof. Said 12 foot wide easement lies to the right of and is contiguous with the following described line:

Commencing at the east quarter corner of said Section 24, a found cast iron monument; thence South 89 degrees 49 minutes 25 seconds West a distance of 1969.17 feet along the southerly line of said Northeast Quarter of Section 24; thence continuing South 89 degrees 49 minutes 25 seconds West a distance of 267.73 feet along said southerly line of said Northeast Quarter of Section 24 to the point of beginning of the line to be described; thence North 19 degrees 37 minutes 51 seconds East 355.73 feet; thence North 70 degrees 22 minutes 09 seconds West 100.00 feet and said line there terminating.

Said easement is subject to easements for road purposes for 25th Street North.

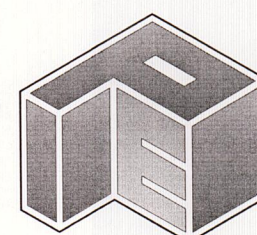
LEGEND

- DENOTES 1/2" SET IRON MONUMENT (RLS#25341)
- DENOTES IRON MONUMENT FOUND AS LABELED
- DENOTES WASHINGTON COUNTY CAST IRON MONUMENT
- DENOTES EXISTING SPOT ELEVATION
- DENOTES EXISTING CONTOURS
- DENOTES PROPOSED CONTOURS
- DENOTES TREE LINE
- DENOTES PROPOSED SILT FENCE
- DENOTES DIRECTION OF SURFACE DRAINAGE
- DENOTES PROPOSED ELEVATION
- DENOTES SOIL BORING. (BY MARK TRADEWELL)
- DENOTES CONCRETE SURFACE
- DENOTES BITUMINOUS SURFACE
- DENOTES GRAVEL SURFACE

STORM WATER MANAGEMENT NOTES

- SEE "STORM WATER POLLUTION PREVENTION PLAN (SWPPP)" SHEET C1.1 AND C1.2 FOR ADDITIONAL GRADING AND EROSION AND SEDIMENT CONTROL INFORMATION.
- SEE SHEET C1.2 FOR "RAIN GARDEN" DETAIL.
- VALLEY BRANCH WATERSHED DISTRICT REQUIRED PRIOR TO START OF SITE DISTURBANCE.

STORM WATER MANAGEMENT PLAN
-BY- PLOWE ENGINEERING



PLOWE ENGINEERING, INC.

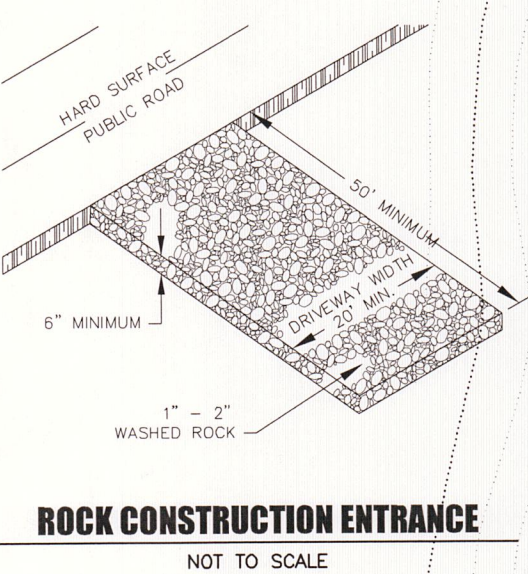
6776 LAKE DRIVE
SUITE 110
LINO LAKES, MN 55014
PHONE: (651) 361-8210
FAX: (651) 361-8701

SITE PLANNING & ENGINEERING

I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

Adam Ginkkel
ADAM GINKKEL

DATE: 03.02.2016 LIC. NO. 43963



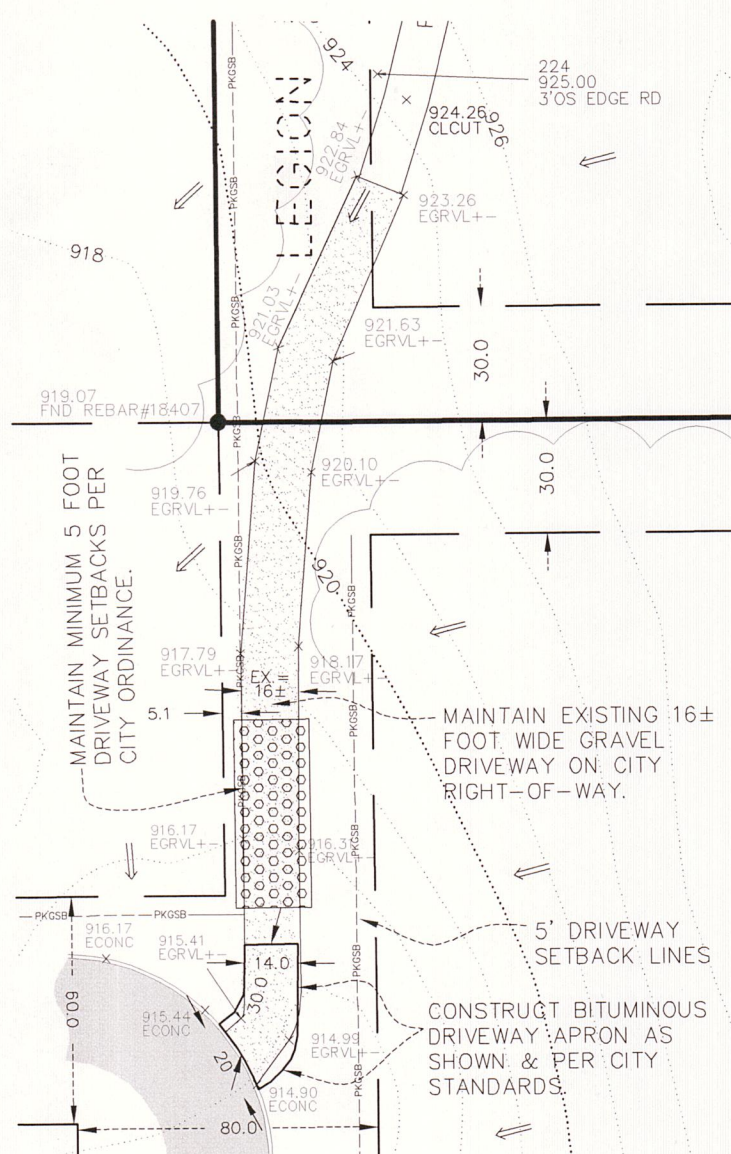
ROCK CONSTRUCTION ENTRANCE
NOT TO SCALE

IMPERVIOUS AREA CALCULATIONS

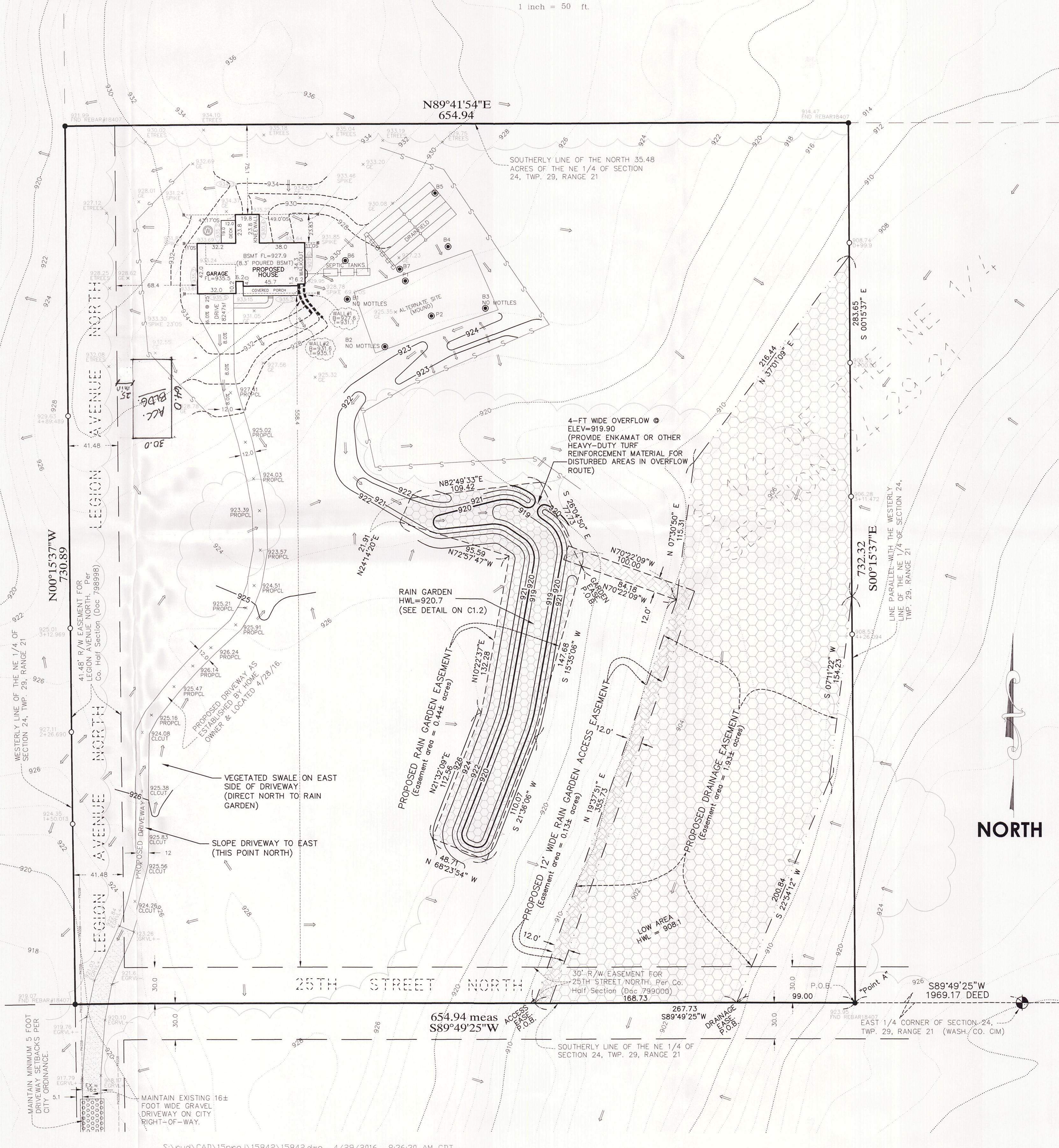
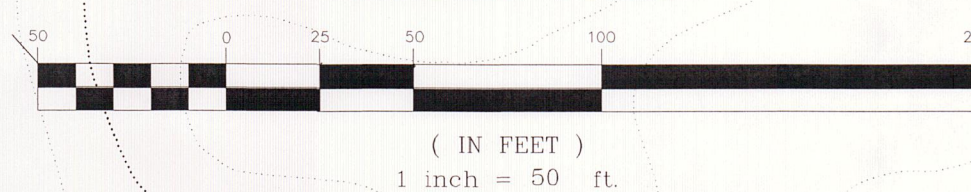
- Gross lot area = 479,156 sq ft (11.00± Acres)
- Existing impervious surface = 0 sf (0.0%)

PROPOSED IMPERVIOUS SURFACE AREA:

- House, garage, porch = 4,245 sq. ft.
- Deck = 192 sq. ft.
- Walks = 196 sq. ft.
- Driveway = 8,242 sq. ft.
- Total proposed impervious area = 12,880 sq. ft. (2.7%)



GRAPHIC SCALE



NORTH



MAYOR AND COUNCIL COMMUNICATION

DATE: 5/17/16
REGULAR
ITEM #: 21
MOTION

AGENDA ITEM: Planning Department 2016 Work Plan
SUBMITTED BY: Stephen Wensman, Planning Director
REVIEWED BY: Emily Becker, City Planner
Planning Commission

BACKGROUND:

Every year, the Planning Staff and the Planning Commission prepare an annual workplan for the Department. The 2016 workplan got a late start this year with all the staff changes and workload. The Planning Departments work plan for 2016 was prepared by reviewing the 2015 workplan and with input from the Planning Commission. The Council typically reviews the work plan and provides comments as needed about Department tasks and priorities. The primary intent of the work plan is to help prioritize the projects the Planning Staff and Planning Commission will be reviewing over the course of 2016, and to also help keep the Commission informed about the internal planning related activities and projects that will be undertaken by the Staff over the coming year. This is a working document that provides guidance to the Commission and Council yet has the flexibility to respond to priorities as they emerge. It will also help the Commission and Planning Staff to gauge its progress at achieving some of its goals for the year.

ISSUE BEFORE COUNCIL:

Review and provide comment regarding Planning Department tasks and priorities for 2016 as needed.

PROPOSAL DETAILS/ANALYSIS:

None

FISCAL IMPACT:

Not yet specified. Certain items on the work plan may require outside assistance, such as the zoning code codification and work on a form based code. Staff will seek Council direction as appropriate prior to utilizing such assistance.

RECOMMENDATION:

This item has been placed on the Consent Agenda for Council approval. If the City Council wants to discuss the workplan, or to modify it, the Council can move the agenda item to the regular agenda then accept the work plan with modifications. If on the regular agenda, the Staff and the Planning Commission recommended the following motion:

“Move to accept the 2016 Planning Development Department Work Plan as amended”

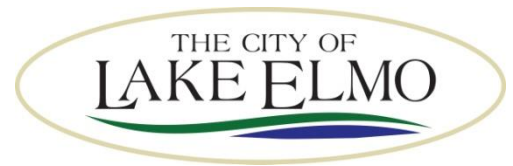
ATTACHMENTS:

1. 2016 Planning Development Department Work Plan

2016 Planning Department Work Plan

Prepared by the Lake Elmo Planning Commission: 4/25/16

Accepted by the City Council



Key

Status	C – Complete IP – In Progress
Completion Goal (CG)	A – 0 to 3 months B – 3 to 6 months C – 6 to 9 months D – 9 to 12 months
PL	Priority Level (1-5 with 1 being the highest priority)

Project and Description	CG	PL	Status
<u>ZONING INITIATIVES</u>			
Zoning Map Updates			
<ul style="list-style-type: none"> Update Zoning Map to change Village parcels to VMX consistent with the Comprehensive Plan 	B	2	
<ul style="list-style-type: none"> Implement zoning map changes for specific developments in the Village and I-94 Corridor. 	B	2	
Zoning Text Amendments (Zoning Code Update)			
<ul style="list-style-type: none"> Codify Zoning Ordinance 	D	1	
<ul style="list-style-type: none"> General performance standards 	B	1	
<ul style="list-style-type: none"> Specific development standards 	C	4	
<ul style="list-style-type: none"> Public Facilities ordinance amendments 	B	1	
<ul style="list-style-type: none"> Tree Preservation Ordinance perfecting amendments 	C	3	
<ul style="list-style-type: none"> Home Occupation Ordinance 	B	2	
<ul style="list-style-type: none"> Amend LDR Setback Requirements 	A	1	
<ul style="list-style-type: none"> Landscape Ordinance Amendment 	D	5	
<ul style="list-style-type: none"> Outdoor Lighting Ordinance Revisions 	D	3	
<ul style="list-style-type: none"> Outdoor Wood Burning Furnaces 	D	5	
<ul style="list-style-type: none"> Revise contractor work hours ordinance 	C	3	IP
<ul style="list-style-type: none"> Wireless Communications Ordinance for Microcell technology 	D	4	
<ul style="list-style-type: none"> Hunting Ordinance (City Attorney) 			IP
<ul style="list-style-type: none"> Platting for Minor Subdivisions 	D	5	
<ul style="list-style-type: none"> Create new zoning district for Washington County Landfill consistent with the MPCA 	D	5	
Form-based Code			

• Prepare a scope of work to be accomplished including the need for outside assistance	A	1	
• Draft a form-based code to supplement the Village Mixed-Use zoning district based on the scope of work	C	2	
• Incorporate design standards from the Design Standards Manual as part of a form-based code	C	2	
Shoreland Ordinance Update			
• Obtain DNR approval of revised Shoreland Ordinance	B	1	IP
• Adopt final version of Shoreland Ordinance based on DNR approval	B	1	
Subdivision Ordinance			
• Prepare update to incorporate updated engineering standards and to revise submission requirements	D	4	
Airport Zoning			
• Resolve zoning conflicts with the Metropolitan Airports Commission, Met Council, MnDOT, and Washington County	D	1	IP
• Implement City airport zoning regulations for the airport safety zones within the Village Planning Area	D	2	
<u>PLANNING INITIATIVES</u>			
Village Area Planning			
• Submit application for new Village Parkway railroad crossing	B	2	IP
• Update Village AUAR	B	1	
General Comprehensive Planning			
• Review Waste Water chapter of Comprehensive Plan in conjunction with rural areas review	D	3	
• RFP for Comprehensive Planning Services	B	2	
• Plan for possible density reductions and reguiding land use in the Village and I-94 area to address changes in the 2015 system statement	A	1	IP
• Amend Rural Single Family description to allow for sewer service within the MUSA	A	1	IP
Park Planning			
• Assist with the creation of a master plan for selected City parks, provide assistance to Parks Commission as needed	D	3	
• Update the Comprehensive Park and Trail System Plan	C	3	
• Update Parks 10-year CIP	B	2	
Capital Improvement Plan			
• Planning Commission review of 10-year Capital Improvement Plan for consistency with the Comprehensive Plan	D	2	
General Planning Studies			
• Conduct review of 201 (community) septic system policies and management practices. Develop system for proper oversight, billing, and maintenance of community systems.	D	3	IP

<ul style="list-style-type: none"> Develop list of contacts and resources for private community septic systems 	C	3	
<u>TRANSPORTATION PLANNING PROJECTS</u>			
<ul style="list-style-type: none"> Participate in Manning Avenue (CSAH 15) study with Washington County. 	B	2	IP
<u>ADMINISTRATIVE INITIATIVES</u>			
Developer's Agreements and Escrows			
<ul style="list-style-type: none"> Track planning and other review time against development escrow accounts 	A	1	IP
Building Division			
<ul style="list-style-type: none"> Develop disaster preparedness manual for Lake Elmo 	D	3	
Permit Software Implementation			
<ul style="list-style-type: none"> Implement Code Enforcement Module for Permit Works 	A	2	
<ul style="list-style-type: none"> Add Planning Module from PermitWorks to track planning and zoning applications 	B	1	
<ul style="list-style-type: none"> Complete move of planning file system to PermitWorks software 	B	3	IP
Code Enforcement			
<ul style="list-style-type: none"> Provide support to code enforcement program with the Building Inspector as the City's code enforcement officer 	B	3	IP
File Archiving and Management			
<ul style="list-style-type: none"> Archive older zoning files 	B	2	IP
<ul style="list-style-type: none"> Scan zoning files in to Laserfische system 	C	4	IP
Policy and Procedures Review			
<ul style="list-style-type: none"> Develop application intake and completeness worksheet 	A	2	IP
<ul style="list-style-type: none"> Streamline & Improve Policies/Procedures for the handling of routine land matters including but not limited to variances, site plan review, setbacks et al; 	A	1	



MAYOR AND COUNCIL COMMUNICATION

DATE: May 17, 2016

CONSENT

ITEM #: 22

AGENDA ITEM: Washington County HRA Economic Development Bill

SUBMITTED BY: Kristina Handt, City Administrator

BACKGROUND:

The Council heard from Barbara Dacy, Executive Director of the Washington County HRA, at their May 10th workshop regarding legislative to give the HRA economic development authority. As she mentioned, the bill has passed the legislature and been signed by the Governor. However, the Washington County Board of Commissioners still needs to adopt enabling legislation so Lake Elmo can still weigh in on the proposal.

ISSUE:

Should the City Council adopt Resolution 2016-39 A Resolution Supporting Proposed Legislation to Authorize the County of Washington to Confer Economic Development Powers upon the Washington County Housing and Redevelopment Authority?

PROPOSAL:

A copy of the resolution, bill and key aspects of the bill as discussed at the workshop are included in your packet.

RECOMMENDATION:

If removed from the consent agenda:

Motion to approve Resolution No. 2016-39, A Resolution Supporting Proposed Legislation to Authorize the County of Washington to Confer Economic Development Powers upon the Washington County Housing and Redevelopment Authority.

RESOLUTION NO. 2016-39

RESOLUTION OF THE CITY OF LAKE ELMO, MINNESOTA

SUPPORTING PROPOSED LEGISLATION TO AUTHORIZE THE COUNTY OF WASHINGTON TO CONFER ECONOMIC DEVELOPMENT POWERS UPON THE WASHINGTON COUNTY HOUSING AND REVELOPMENT AUTHORITY

BACKGROUND RECITALS

WHEREAS, the Washington County Housing and Redevelopment Authority (the “WCHRA”) is a county housing and redevelopment authority created and existing under Laws 1974, Chapter 475, as amended, which provides and maintains affordable, decent, and safe housing opportunities in Washington County ; and

WHEREAS, in 2013 the County Board of Commissioners (the “County Board”) of the County of Washington (the “County”) established a broadly-representative economic development work group comprised of municipal economic development practitioners and community partners to assist the County in developing a county-wide long-range economic development strategy; and

WHEREAS, based on the process carried out by the economic development work group, in May of 2014 the County adopted an Economic Development Strategic Plan (the “Economic Development Strategic Plan”); and

WHEREAS, in furtherance of the Economic Development Strategic Plan, the County has determined that the WCHRA should have primary responsibility for economic development activities on behalf of the County; and

WHEREAS; proposed legislation has been prepared which would authorize the County Board by resolution to confer on the WCHRA the powers of an economic development authority (the “Proposed Law”), thus enabling the County to address economic needs as identified in the Economic Development Strategic Plan; and

WHEREAS, adoption of the Proposed Law would empower the WCHRA to undertake economic development activities not authorized by the current WCHRA enabling law, such as, by way of illustration, implementing County marketing and public relations programs relating to economic development, conducting economic development studies to document the need for financial assistance programs, and carrying out financial assistance programs for economic development purposes; and

ATTACHMENT B
PROPOSED BILL

Laws 1974, Chapter 475, section 1, is amended to read:

Section 1. **WASHINGTON COUNTY; COMMUNITY DEVELOPMENT AGENCY HOUSING AND REDEVELOPMENT AUTHORITY.** There is created in Washington county a public body corporate and politic, to be known as the Washington county ~~housing and redevelopment authority~~ community development agency, having all the powers and duties of a county authority under the provisions of Minnesota Statutes, sections 469.001 to 469.047, and all powers of a county housing and redevelopment authority under any other provisions of Minnesota law. ~~and Sections 469.001 to 469.047 and 469.090 to 469.1081 apply to the county of Washington. For purposes of applying sections 469.090 to 469.1081 to Washington county, notwithstanding Minnesota Statutes, section 469.090, subdivision 3, "city" means county and "city council" means county board.~~

Laws 1974, chapter 475, section 2, subdivision 1, is amended to read:

Subdivision 1. This act shall not limit or restrict any existing housing and redevelopment authority or city economic development authority. The jurisdiction and area of operation of the Washington county community development agency ~~housing and redevelopment authority~~ includes all of the area within the territorial boundaries of the county and includes the areas within the boundaries of every city in the county and the areas of operation of city housing and redevelopment authorities and city economic development authorities in the county, whenever created, and notwithstanding any provision of Minnesota Statutes, sections 469.005, subdivision 1, or 469.008, subject, however, to Section 3. The jurisdiction and area of operation of the Washington county community development agency ~~housing and redevelopment authority~~ shall not be affected by any concurrence by the Washington county community development agency ~~housing and redevelopment authority~~ under section 469.004, subdivision 5.

Laws 1974, chapter 475, section 2, subdivision 2, is amended to read:

Subdivision 2. A municipal housing and redevelopment authority may request the Washington county community development agency ~~housing and redevelopment authority~~ to handle the housing duties of the authority and, in such an event, the Washington county community development agency ~~housing and redevelopment authority~~ shall act and have exclusive jurisdiction for housing in the municipality pursuant to the provisions of the municipal housing and redevelopment act, Minnesota Statutes, sections 469.001 to 469.047 ~~462.411 to 462.711~~, and acts amendatory thereof. A transfer of duties relating to housing shall not transfer any duties relating to redevelopment.

Laws 1974, chapter 475, section 2, is amended by adding a subdivision to read:

Subdivision 2a. The governing body of a statutory or home rule charter city or township with an existing municipal economic development authority may request the Washington county community development agency to handle the economic development, housing or redevelopment duties of the authority and, in such an event, the Washington county community development agency shall act and have exclusive jurisdiction for economic development, housing or redevelopment duties in the city or township pursuant to the provisions of the economic development authorities act, Minnesota Statutes, sections 469.090 to 469.1081. ~~462.411 to 462.711~~

Laws 1974, chapter 475, section 2 is amended by adding a subdivision to read:

Subdivision 4. Washington county community development agency.

(a) The Washington county housing and redevelopment authority shall be known as the Washington county community development agency. In addition to the other powers granted in this section, the Washington county community development agency shall have the powers of an economic development authority under sections 469.090 to 469.1081 that are granted to the agency by resolution adopted by the Washington county board of commissioners, except as provided in paragraph (b). The enabling resolution may impose the limits upon the actions of the agency that are listed in paragraph (c). The agency may exercise any of the powers granted to it under sections 469.001 to 469.047 and any of the powers of an economic development authority granted to it by the Washington county board of commissioners for the purposes described in these sections.

(b) The Washington county community development agency may not levy the tax described in section 469.107, but with the approval of the Washington county board may increase its levy of the special tax described in section 469.033, subdivision 6, to any higher limit authorized under section 469.107. The money in the housing and redevelopment project fund under section 469.033, subdivision 6, may be expended by the Washington county community development agency for the purposes of sections 469.001 to 469.047 or sections 469.090 to 469.1081.

(c) The enabling resolution may impose the limits upon the actions of the agency as may be imposed by a municipality under section 469.092, except that the resolution adopted under paragraph (a) may not impose any limitations on the authority's exercise of its powers under sections 469.001 to 469.047.

(d) Section 469.1082 does not apply to the county of Washington.

Laws 1974, chapter 475, section 2, is amended by adding a subdivision to read:

Subdivision. 5. Offers of tax-forfeited lands. Notwithstanding any other law, Washington county may offer to the Washington county community development agency, under the conditions and policies established by the county, nonconservation tax-forfeited land prior to making the properties available to cities in Washington county.

Laws 1974, chapter 475, section 3 is amended to read:

Sec. 3. MUNICIPAL APPROVAL.

Subdivision 1. Housing and redevelopment projects. If any housing or redevelopment project is undertaken in Washington county pursuant to this authorization, and the project is within the boundaries of any statutory or home rule charter city or township, the project and the location of the project shall be subject to approval by the governing body of the city or township.

The procedures in section 469.007, subdivision 2, shall apply to the governing body project and location approvals required by this section.


Subdivision 2. Economic development projects. If any development district or economic development project is undertaken in Washington county pursuant to this authorization, and the project is within the boundaries of any statutory or home rule charter city or township, the project shall be subject to the planning, zoning, sanitary, and building laws, ordinances, and regulations applicable to the locality in which the project is situated. Additionally, unless such city or township has authorized the Washington county community development agency to exercise exclusive jurisdiction for economic development duties pursuant to Laws 1974, chapter 475, section 2, subdivision 2a, as amended, then prior to the exercise of any powers under Minnesota Statutes, sections 469.090 to 469.1081, within the boundaries of the city or township with respect to a proposed development district or economic development project or proposed development district or economic development project site, the development district or economic development project and the location of the project must be authorized by resolution of the governing body of the city or township with respect to each identified parcel of property.

EFFECTIVE DATE. This section is effective the day after the governing body of Washington county and its chief clerical officer timely complete their compliance with Minnesota Statutes, section 654.021, subdivisions 2 and 3.



Memo To: City of Lake Elmo Mayor and Councilmembers
Mayor Mike Pearson
Councilmember Justin Bloyer
Councilmember Julie Fliflet
Councilmember Jill Lundgren
Councilmember Anne Smith

From: Barbara Dacy, Executive Director

Date: May 2, 2016 

RE: Proposed Legislation to Add Economic Development Powers to Washington County HRA

The Washington County Housing and Redevelopment Authority (HRA) respectfully requests the City of Lake Elmo to adopt the enclosed resolution which will legally enable the HRA to conduct economic development activities in partnership with county cities and townships. The HRA has drafted legislation to amend its enabling law and has introduced a proposed bill for consideration during the 2016 legislative session. The proposed bill has been identified as part of the 2016 legislative agendas for both Washington County and Washington County HRA.

Attached to this memo is a summary of the key provisions of the bill (Attachment A), the proposed bill (Attachment B) and the proposed resolution (Attachment C).

Background

In the fall of 2013, Washington County convened a work group consisting of city economic development practitioners and community representatives to define the appropriate role of the county in economic development. A question was also included in the county's survey of residents, and 69% of respondents agreed that a stronger role in economic development is appropriate. An Economic Development Strategic Plan, adopted in 2014, establishes guiding policy principles and identifies specific strategies and goals. In 2015, the County Board researched organizational options and determined the Washington County HRA is to be responsible for county-wide economic development activities. The objectives of economic development are consistent with the HRA's mission, to promote community and economic development, and the HRA's brand, "to help communities thrive". The County Board authorized \$215,000 of the annual HRA levy to hire an Economic Development Director, support staff, and startup funds.

Implementing the Washington County Economic Development Strategic Plan

Guiding Principles

It is envisioned that the Washington County CDA will fill a vital role in coordinating county-level economic development activities and will support communities in the county in working towards their individual economic development goals. This supportive role has been the key foundation of the Economic Development Strategic Plan. The Washington County CDA would collaborate with the City of Lake Elmo to provide additional support and capacity to the city's local economic development programs, business retention and business creation efforts, as may be mutually determined.

The Washington County CDA would adhere to the following economic development guiding principles identified in the Strategic Plan:

- The private sector is the lead that drives the economy.
- The County will not duplicate or replace the work of cities and other public agencies.
- The County supports a strong collaborative approach to economic development.
- Business attraction and business retention are essential policy objectives.
- The diversity of the county requires an adaptable and open-minded approach.
- A deliberate, purposeful and strategic plan is required.

Goals and Benefits of Proposed Bill

Goals

The proposed bill to amend the HRA's enabling law was drafted to fulfill the following goals:

- Add statutory powers to enable the County to address economic needs through programs and projects, given the diversity of municipalities, large and small.
- Complement municipal economic development authorities and not impede their activities.
- Provide municipal approval prior to the CDA exercising any physical development powers.
- Confer consistent geographic jurisdiction for both HRA and EDA activities and levy authority.
- Maintain current process for levy authority and level of control by County Board.

Benefits to the City of Lake Elmo

A county role in economic development will provide the following benefits:

- Dedicated staff experienced in economic development to respond to city and township requests.
- Stronger presence in the industry and marketplace through communication and marketing.
- Stronger county relationship with GreaterMSP.
- Opportunity to build on tourism initiatives, labor and talent attraction initiatives, business creation programs, or other suggestions from communities.
- Potential for additional financial resources for communities to augment existing programs.
- Conduct economic development and industrial/commercial market studies.
- Advocacy for economic development issues at the Legislature.

The initial responsibility of the new CDA Economic Development Director will be to determine how best to support the cities and to cultivate relationships with communities, key stakeholders, and relevant boards. One of the recommendations of the existing strategic plan was to convene a community workgroup; this will be implemented and a starting point to provide community input to determine the best manner in which the County can complement and augment what communities are doing.

Recommendation

We are excited to work with the City of Lake Elmo in a collaborative approach. We respectfully request support for the proposed bill by adopting the attached resolution.

ATTACHMENT A

Key Aspects of the Proposed Bill

Key aspects of the proposed bill include naming of the agency, determining levy authority, requiring municipal approval prior to the CDA exercising its physical development powers within a jurisdiction, offering tax-forfeited lands to the CDA, and identifying limitations requiring County Board approval.

Agency Renaming

In order to adequately represent the combined housing, redevelopment and economic development powers to be bestowed, it is proposed the HRA be renamed the Washington County Community Development Agency (CDA). While this term is not defined in statute, the CDA nomenclature has been adopted by Dakota, Carver and Scott counties in their respective enabling laws. The consistency in terminology across the Minneapolis-St. Paul metropolitan area provides for greater recognition and understanding of a county CDA.

Levy Authority

State Statute permits special levying authority for housing and redevelopment authorities up to 0.0185% upon all taxable property, subject to the consent by resolution of the governing body. In addition, a county may, at the request of an economic development authority, levy a tax of up to 0.01813% upon all taxable property. The proposed bill, however, waives EDA tax levying authority under section 469.107 and, it retains the County Board consent process currently in place for establishing the levy rate and amount under the HRA limits in section 469.033, subd. 6. The proposed language reserves the right to levy the higher of the HRA or EDA permissible rates, as they may be determined by the legislature. This provides the County with future flexibility should there be a program or issue that the County determines is appropriate for this purpose. On an annual basis, the HRA Board has prepared a levy request, within its annual budget, of sufficient size to complete its strategic priorities and financial obligations for approval from the County Board. Under the amended enabling law, the CDA would follow the same process in proposing an annual levy request and obtaining the consent of the County Board.

Municipal Approval

The HRA's current enabling law requires municipal approval prior to the HRA undertaking a housing development. The proposed bill maintains this requirement and adds the municipal approval requirement prior to exercising economic development powers.

Offer of Tax Forfeited Land

When the County receives real property through the tax forfeiture process, it may determine the property to be appropriate for a housing, redevelopment, or economic development purpose. Currently, the HRA must purchase forfeited parcels in the same process as the general public. The proposed bill adds that such parcels "may" be offered to the CDA in the same manner it would be offered to a County department with justification of public purpose.

Establishing the Washington County CDA

The Washington County HRA was created in 1980 under a special enabling law and authorizing resolution from the County Board. This enabling law must be amended to add the powers of an economic development authority and formally rename the agency to the Washington County Community Development Agency (CDA) to reflect the full scope of responsibilities. The proposed bill follows the same process taken by CDAs established in Dakota, Scott, and Carver counties.

The proposed bill retains board composition. The HRA Board is currently composed of seven members: five appointees representing each County district, a representative of the County Board of Commissioners, and a participant in the federal housing assistance programs. Historically, because many of the activities of the HRA require real estate development transactions involving public financing, the HRA Board has been comprised of members with backgrounds in real estate, finance and banking, business or government. It is also proposed that the CDA would solicit comment on policies and programs from county citizen boards including the Workforce Investment Board and the Community Development Block Grant Advisory Committee. The CDA will also convene a workgroup of community economic development professionals to provide ongoing input.

Final Approval

Upon passage of the proposed bill, the County Board will need to pass a resolution to formally confer the EDA powers and establish the Washington County CDA. The resolution will further identify any limitations of EDA powers the County may wish to impose on the CDA.

WHEREAS, the Proposed Law would retain the existing County Board consent process for establishing the WHCRA's housing and redevelopment authority levy under Minnesota Statutes, Section 469.033, subdivision 6, and would preclude the WCHRA from imposing any concurrent or separate economic development authority levy otherwise authorized under Minnesota Statutes, Section 469.107 (while permitting the County Board to consent to a WCHRA levy at a rate equal to the higher of the permissible housing and redevelopment authority levy rate or the permissible economic development authority levy rate as they may be established by the Legislature); and

WHEREAS, consistent with existing requirements of the WCHRA's enabling law for local approval of housing projects and redevelopment projects, the Proposed Law would require municipal location and project approval as well for development districts and economic development projects; and

WHEREAS, in order to appropriately reflect the combined housing, redevelopment and economic development powers to be conferred, the Proposed Law would change the name of the WCHRA to the Washington County Community Development Agency; and

WHEREAS, the Proposed Law would effect no change in the current structure or composition of the WCHRA Board of Commissioners; and

WHEREAS, the Proposed Law would authorize the County to offer tax-forfeited real property to the WCHRA on the same basis as such parcels are offered to a County department; and

WHEREAS, the County Board has determined to include the Proposed Law as part of the County's legislative initiative for the 2016 Legislature; and

WHEREAS, the City Council of the City of Lake Elmo, Minnesota, finds that enactment by the Legislature of the Proposed Law, and the carrying out of economic development activities by the WCHRA in the County, including in the City of Lake Elmo, pursuant to the Proposed Law, would be in the public interest and would afford substantial benefit to the residents, businesses, citizens and taxpayers of the City of Lake Elmo; and

WHEREAS, the County, the WCHRA and the City of Lake Elmo contemplate that the WCHRA and the City will work together as partners in carrying out economic development activities within the City of Lake Elmo which will be complementary and non-duplicative.

NOW, THEREFORE, the City Council of the City of Lake Elmo, Minnesota adopts this Resolution supporting the proposed legislation described above in furtherance of economic development activities by the WCHRA on behalf of Washington County.

This Resolution was declared duly passed and adopted and was signed by the Mayor of the City of Lake Elmo and attested to by the City Clerk this _____ day of _____, 2016.

Mike Pearson, Mayor

ATTESTED:

Julie Johnson, City Clerk



MAYOR & COUNCIL COMMUNICATION

DATE: May 17, 2016

REGULAR \$\$

ITEM # 23

AGENDA ITEM: Presentation of Bond Issuance Results; \$9,860,000 General Obligation Improvement Bond Series 2016A

SUBMITTED BY: Cathy Bendel, Finance Director

THROUGH: Tammy Omdal, Senior Vice President, Northland Securities

REVIEWED BY: Tammy Omdal, Northland Securities
Kristina Handt, City Administrator

SUGGESTED ORDER OF BUSINESS:

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

POLICY RECOMMENDER: Finance

FISCAL IMPACT:

The City will have the responsibility for the debt service on the issuance of \$9,860,000 of new debt as presented in the Financing Plan.

SUMMARY AND ACTION REQUESTED:

On May 3, 2016, the City authorized the issuance and sale of \$9,860,000 in General Obligation Improvement Bonds, Series 2016A. Resolution No. 2016-44 awards the sale, prescribes the forms and details and provides for the payment of \$9,860,000 to the City of Lake Elmo. The recommended motion for this action is as follows:

“Move to approve Resolution No. 2016-44 awarding the sale, prescribing the form and details and providing for the payment of \$9,860,000 General Obligation Bonds, Series 2016A”

STAFF REPORT: Northland Securities will accept bids on the 2016A Bonds on Tuesday, May 17, 2016 at 10:30 A.M. Tammy Omdal, Senior Vice President with Northland Securities will present the results of the sale of the 2016A Bonds and respond to inquiries.

RECOMMENDATION:

It is recommended that the City Council approve Resolution 2016-44 authorizing the issuance and sale of \$9,860,000 in General Obligation Bonds, Series 2016A.

“Move to approve Resolution No. 2016-44 awarding the sale, prescribing the form and details and providing for the payment of \$9,860,000 General Obligation Bonds, Series 2016A”

ATTACHMENT(S):

1. Resolution No. 2016-44
2. Moody’s rating report dated May 11th, 2016

CERTIFICATION OF MINUTES RELATING TO
\$9,860,000 GENERAL OBLIGATION BONDS, SERIES 2016A

Issuer: City of Lake Elmo, Minnesota

Governing Body: City Council

Kind, date, time and place of meeting: A regular meeting held on May 17, 2016, at 7:00 p.m., at the City Hall.

Members present:

Members absent:

Documents Attached:

Minutes of said meeting (including):

RESOLUTION NO. 2016-44

RESOLUTION AUTHORIZING ISSUANCE, AWARDED SALE,
PRESCRIBING THE FORM AND DETAILS AND PROVIDING FOR THE
PAYMENT OF \$9,860,000 GENERAL OBLIGATION BONDS, SERIES 2016A

I, the undersigned, being the duly qualified and acting recording officer of the public corporation issuing the bonds referred to in the title of this certificate, certify that the documents attached hereto, as described above, have been carefully compared with the original records of said corporation in my legal custody, from which they have been transcribed; that said documents are a correct and complete transcript of the minutes of a meeting of the governing body of said corporation, and correct and complete copies of all resolutions and other actions taken and of all documents approved by the governing body at said meeting, so far as they relate to said bonds; and that said meeting was duly held by the governing body at the time and place and was attended throughout by the members indicated above, pursuant to call and notice of such meeting given as required by law.

WITNESS my hand officially as such recording officer this 17th day of May, 2016.

City Clerk

It was reported that _____ () proposals for the purchase of \$9,860,000 General Obligation Bonds, Series 2016A were received prior to 10:30 A.M., Central Time, pursuant to the Official Statement distributed to potential purchasers of the Bonds by Northland Securities, Inc., municipal advisor to the City. The proposals have been publicly opened, read and tabulated and were found to be as follows:

See Attached

Councilmember _____ introduced the following resolution and moved its adoption, which motion was seconded by Councilmember _____:

RESOLUTION AUTHORIZING ISSUANCE, AWARDING SALE,
PRESCRIBING THE FORM AND DETAILS AND PROVIDING FOR THE
PAYMENT OF \$9,860,000 GENERAL OBLIGATION BONDS, SERIES 2016A

BE IT RESOLVED by the City Council, City of Lake Elmo, Minnesota (the "City"), as follows:

SECTION 1. AUTHORIZATION AND SALE.

1.01. Authorization. This City Council, by resolution duly adopted on May 3, 2016, authorized the issuance and sale of its General Obligation Bonds, Series 2016A (the "Bonds"), pursuant to Minnesota Statutes, Chapters 429, 444 and 475, for the purpose of (a) financing various improvement projects in the City (the "Improvements Project"), (b) financing various street, water, sewer and storm water improvements in the City (the "Utility Project"), and (c) funding costs of issuance of the Bonds (collectively, the "Project").

1.02. Sale. Pursuant to the Notice of Sale and the Preliminary Official Statement prepared on behalf of the City by Northland Securities, Inc., municipal advisor to the City, sealed or electronic proposals for the purchase of the Bonds were received at or before the time specified for receipt of proposals. The proposals have been opened, publicly read and considered and the purchase price, interest rates and net interest cost under the terms of each proposal have been determined. The most favorable proposal received is that of _____, in _____, _____ (the "Purchaser"), to purchase the Bonds in the principal amount of \$9,860,000, at a price of \$_____ plus accrued interest, if any, on all Bonds to the day of delivery and payment, on the further terms and conditions hereinafter set forth. The principal amount of the portion of the Bonds, \$_____ allocable to the Improvements Project shall be designated as the "Improvement Bonds," and the principal amount of the portion of the Bonds allocable to the Utility Project, \$_____, shall be designated as the "Utility Bonds."

1.03. Award. The sale of the Bonds is hereby awarded to the Purchaser, and the Mayor and City Finance Director are hereby authorized and directed on behalf of the City to execute a contract for the sale of the Bonds with the Purchaser in accordance with the Preliminary Official Statement. The good faith deposit of the Purchaser shall be retained and deposited by the City until the Bonds have been delivered, and shall be deducted from the purchase price paid at settlement.

SECTION 2. BOND TERMS; REGISTRATION; EXECUTION AND DELIVERY.

2.01. Issuance of Bonds. All acts, conditions and things which are required by the Constitution and laws of the State of Minnesota to be done, to exist, to happen and to be performed precedent to and in the valid issuance of the Bonds having been done, now existing, having happened and having been performed, it is now necessary for the Council to establish the form and terms of the Bonds, to provide security therefor and to issue the Bonds forthwith.

2.02. Maturities; Interest Rates; Denominations and Payment. The Bonds shall be originally dated as of June 1, 2016, shall be in the denomination of \$5,000 each, or any integral multiple thereof, of single maturities, shall mature on January 15 in the years and amounts stated below, and shall bear interest from date of issue until paid or duly called for redemption, at the annual rates set forth opposite such years and amounts, as follows:

Maturity	Improvement Bonds	Utility Bonds	Total	Rate
2018				
2019				
2020				
2021				
2022				
2023				
2024				
2025				
2026				
2027				
2028				
2029				
2030				
2031				
2032				

[REVISE MATURITY SCHEDULE FOR ANY TERM BONDS]

The Bonds shall be issuable only in fully registered form. The interest thereon and, upon surrender of each Bond, the principal amount thereof shall be payable by check or draft issued by the Registrar described herein, provided that so long as the Bonds are registered in the name of a securities depository, or a nominee thereof, in accordance with Section 2.08 hereof, principal and interest shall be payable in accordance with the operational arrangements of the securities depository.

2.03. Dates and Interest Payment Dates. Upon initial delivery of the Bonds pursuant to Section 2.07 and upon any subsequent transfer or exchange pursuant to Section 2.06, the date of authentication shall be noted on each Bond so delivered, exchanged or transferred. Interest on the Bonds shall be payable on January 15 and July 15 in each year, commencing January 15, 2017, each such date being referred to herein as an Interest Payment Date, to the persons in whose names the Bonds are registered on the Bond Register, as hereinafter defined, at the Registrar's close of business on the first day of the calendar month in which such Interest Payment Date occurs, whether or not such day is a business day. Interest shall be computed on the basis of a 360-day year composed of twelve 30-day months.

2.04. Redemption. Bonds maturing on January 15, 2025 and later years shall be subject to redemption and prepayment at the option of the City, in whole or in part, in such order of maturity dates as the City may select and, within a maturity, by lot as selected by the Registrar (or, if applicable, by the bond depository in accordance with its customary procedures) in integral multiples of \$5,000, on January 15, 2024, and on any date thereafter, at a price equal to the principal amount thereof and accrued interest to the date of redemption. The City Finance Director shall cause notice of the call for redemption thereof to be published if and as required by law, and at least thirty (30) and not more than sixty (60) days prior to the designated redemption date, shall cause notice of call for redemption to be mailed, by first class mail, to the Registrar and registered holders of any Bonds to be redeemed at their addresses as they appear on the Bond Register described in Section 2.06 hereof, provided that notice shall be given to any securities depository in accordance with its operational arrangements. No defect in or failure to give such notice of redemption shall affect the validity of proceedings for the redemption of any Bond not affected by such defect or failure. Official notice of redemption having been given as aforesaid, the Bonds or portions of Bonds so to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified and from and after such date (unless the City shall default in the payment of the redemption price) such Bonds or portions of Bonds shall cease to bear interest. Upon partial redemption of any Bond, a new Bond or Bonds will be delivered to the owner without charge, representing the remaining principal amount outstanding.

[COMPLETE THE FOLLOWING PROVISIONS IF THERE ARE TERM BONDS-
ADD ADDITIONAL PROVISIONS IF THERE ARE MORE THAN TWO TERM BONDS]

[Bonds maturing on January 15, 20____ and 20____ (the "Term Bonds") shall be subject to mandatory redemption prior to maturity pursuant to the sinking fund requirements of this Section 2.04 at a redemption price equal to the stated principal amount thereof plus interest accrued thereon to the redemption date, without premium. The Registrar shall select for redemption, by lot or other manner deemed fair, on January 15 in each of the following years the following stated principal amounts of such Bonds:

Year	Principal Amount
------	------------------

The remaining \$_____ stated principal amount of such Bonds shall be paid at maturity on January 15, 20_____.

Year	Principal Amount
------	------------------

The remaining \$_____ stated principal amount of such Bonds shall be paid at maturity on January 15, 20_____.

Notice of redemption shall be given as provided in the preceding paragraph.]

2.05. Appointment of Registrar. The City hereby appoints Northland Trust Services, Inc., in Minneapolis, Minnesota, as the initial Bond registrar, transfer agent and paying agent (the “Registrar”). The Mayor and City Finance Director are authorized to execute and deliver, on behalf of the City, a contract with the Registrar. Upon merger or consolidation of the Registrar with another corporation, if the resulting corporation is a bank or trust company organized under the laws of the United States or one of the states of the United States and authorized by law to conduct such business, such corporation shall be authorized to act as successor Registrar. The City agrees to pay the reasonable and customary charges of the Registrar for the services performed. The City reserves the right to remove the Registrar, effective upon not less than thirty days’ written notice and upon the appointment and acceptance of a successor Registrar, in which event the predecessor Registrar shall deliver all cash and Bonds in its possession to the successor Registrar and shall deliver the Bond Register to the successor Registrar.

2.06. Registration. The effect of registration and the rights and duties of the City and the Registrar with respect thereto shall be as follows:

(a) Register. The Registrar shall keep at its principal corporate trust office a register (the “Bond Register”) in which the Registrar shall provide for the registration of ownership of Bonds and the registration of transfers and exchanges of Bonds entitled to be registered, transferred or exchanged. The term Holder or Bondholder as used herein shall mean the person (whether a natural person, corporation, association, partnership, trust, governmental unit, or other legal entity) in whose name a Bond is registered in the Bond Register.

(b) Transfer of Bonds. Upon surrender for transfer of any Bond duly endorsed by the Holder thereof or accompanied by a written instrument of transfer, in form satisfactory to the Registrar, duly executed by the Holder thereof or by an attorney duly authorized by the Holder in writing, the Registrar shall authenticate and deliver, in the name of the designated transferee or transferees, one or more new Bonds of a like aggregate principal amount and maturity, as requested by the transferor. The Registrar may, however, close the books for registration of any transfer after the first day of the month in which the interest payment date occurs and until such interest payment date.

(c) Exchange of Bonds. At the option of the Holder of any Bond in a denomination greater than \$5,000, such Bond may be exchanged for other Bonds of authorized denominations, of the same maturity and a like aggregate principal amount, upon surrender of the Bond to be exchanged at the office of the Registrar. Whenever any Bond is so surrendered for exchange the City shall execute and the Registrar shall authenticate and deliver the Bonds which the Bondholder making the exchange is entitled to receive.

(d) Cancellation. All Bonds surrendered for payment, transfer or exchange shall be promptly canceled by the Registrar and thereafter disposed of as directed by the City.

(e) Improper or Unauthorized Transfer. When any Bond is presented to the Registrar for transfer, the Registrar may refuse to transfer the same until it is satisfied that the endorsement on such Bond or separate instrument of transfer is valid and genuine and that the requested transfer is legally authorized. The Registrar shall incur no liability for the refusal, in good faith, to make transfers which it, in its judgment, deems improper or unauthorized.

(f) Persons Deemed Owners. The City and the Registrar may treat the person in whose name any Bond is at any time registered in the Bond Register as the absolute owner of the Bond, whether the Bond shall be overdue or not, for the purpose of receiving payment of or on account of, the principal of and interest on the Bond and for all other purposes; and all payments made to or upon the order of such Holder shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

(g) Taxes, Fees and Charges. For every transfer or exchange of Bonds (except for an exchange upon a partial redemption of a Bond), the Registrar may impose a charge upon the owner thereof sufficient to reimburse the Registrar for any tax, fee or other governmental charge required to be paid with respect to such transfer or exchange.

(h) Mutilated, Lost, Stolen or Destroyed Bonds. In case any Bond shall become mutilated or be destroyed, stolen or lost, the Registrar shall deliver a new Bond of like amount, number, maturity date and tenor in exchange and substitution for and upon cancellation of any such mutilated Bond or in lieu of and in substitution for any Bond destroyed, stolen or lost, upon the payment of the reasonable expenses and charges of the Registrar in connection therewith; and, in the case of a Bond destroyed, stolen or lost, upon filing with the Registrar of evidence satisfactory to it that the Bond was destroyed, stolen or lost, and of the ownership thereof, and upon furnishing to the Registrar of an appropriate bond or indemnity in form, substance and amount satisfactory to it, in which both the City and the Registrar shall be named as obligees. All Bonds so surrendered to the Registrar shall be canceled by it and evidence of such cancellation shall be given to the City. If the mutilated, destroyed, stolen or lost Bond has already matured or been called for redemption in accordance with its terms it shall not be necessary to issue a new Bond prior to payment.

(i) Authenticating Agent. The Registrar is hereby designated authenticating agent for the Bonds, within the meaning of Minnesota Statutes, Section 475.55, Subdivision 1, as amended.

(j) Valid Obligations. All Bonds issued upon any transfer or exchange of Bonds shall be the valid obligations of the City, evidencing the same debt, and entitled to the same benefits under this Resolution as the Bonds surrendered upon such transfer or exchange.

2.07. Execution, Authentication and Delivery. The Bonds shall be prepared under the direction of the City Finance Director and shall be executed on behalf of the City by the signatures of the Mayor and the City Finance Director, provided that the signatures may be

printed, engraved or lithographed facsimiles of the originals. In case any officer whose signature or a facsimile of whose signature shall appear on any Bond shall cease to be such officer before the delivery of such Bond, such signature or facsimile shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until the date of delivery of such Bond. Notwithstanding such execution, no Bond shall be valid or obligatory for any purpose or entitled to any security or benefit under this Resolution unless and until a certificate of authentication on the Bond, substantially in the form provided in Section 2.09, has been executed by the manual signature of an authorized representative of the Registrar. Certificates of authentication on different Bonds need not be signed by the same representative. The executed certificate of authentication on any Bond shall be conclusive evidence that it has been duly authenticated and delivered under this Resolution. When the Bonds have been prepared, executed and authenticated, the City Finance Director shall deliver them to the Purchaser upon payment of the purchase price in accordance with the contract of sale theretofore executed, and the Purchaser shall not be obligated to see to the application of the purchase price.

2.08. Securities Depository. (a) For purposes of this section the following terms shall have the following meanings:

“Beneficial Owner” shall mean, whenever used with respect to a Bond, the person in whose name such Bond is recorded as the beneficial owner of such Bond by a Participant on the records of such Participant, or such person’s subrogee.

“Cede & Co.” shall mean Cede & Co., the nominee of DTC, and any successor nominee of DTC with respect to the Bonds.

“DTC” shall mean The Depository Trust Company of New York, New York.

“Participant” shall mean any broker-dealer, bank or other financial institution for which DTC holds bonds as securities depository.

“Representation Letter” shall mean the Representation Letter pursuant to which the City agrees to comply with DTC’s Operational Arrangements.

(b) The Bonds shall be initially issued as separately authenticated fully registered bonds, and one Bond shall be issued in the principal amount of each stated maturity of the Bonds. Upon initial issuance, the ownership of such Bonds shall be registered in the Bond Register in the name of Cede & Co., as nominee of DTC. The Registrar and the City may treat DTC (or its nominee) as the sole and exclusive owner of the Bonds registered in its name for the purposes of payment of the principal of or interest on the Bonds, selecting the Bonds or portions thereof to be redeemed, if any, giving any notice permitted or required to be given to registered owners of Bonds under this resolution, registering the transfer of Bonds, and for all other purposes whatsoever; and neither the Registrar nor the City shall be affected by any notice to the contrary. Neither the Registrar nor the City shall have any responsibility or obligation to any Participant, any person claiming a beneficial ownership interest in the Bonds under or through DTC or any Participant, or any other person which is not shown on the Bond Register as being a registered owner of any Bonds, with respect to the accuracy of any records maintained by DTC or any Participant, with respect to the payment by DTC or any Participant of any amount with respect to

the principal of or interest on the Bonds, with respect to any notice which is permitted or required to be given to owners of Bonds under this resolution, with respect to the selection by DTC or any Participant of any person to receive payment in the event of a partial redemption of the Bonds, or with respect to any consent given or other action taken by DTC as registered owner of the Bonds. So long as any Bond is registered in the name of Cede & Co., as nominee of DTC, the Registrar shall pay all principal of and interest on such Bond, and shall give all notices with respect to such Bond, only to Cede & Co. in accordance with DTC's Operational Arrangements, and all such payments shall be valid and effective to fully satisfy and discharge the City's obligations with respect to the principal of and interest on the Bonds to the extent of the sum or sums so paid. No person other than DTC shall receive an authenticated Bond for each separate stated maturity evidencing the obligation of the City to make payments of principal and interest. Upon delivery by DTC to the Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., the Bonds will be transferable to such new nominee in accordance with paragraph (e) hereof.

(c) In the event the City determines that it is in the best interest of the Beneficial Owners that they be able to obtain Bonds in the form of physical certificates, the City may notify DTC and the Registrar, whereupon DTC shall notify the Participants of the availability through DTC of Bonds in the form of certificates. In such event, the Bonds will be transferable in accordance with paragraph (e) hereof. DTC may determine to discontinue providing its services with respect to the Bonds at any time by giving notice to the City and the Registrar and discharging its responsibilities with respect thereto under applicable law. In such event the Bonds will be transferable in accordance with paragraph (e) hereof.

(d) The execution and delivery of the Representation Letter to DTC, if not previously filed with DTC, by the Mayor or City Finance Director is hereby authorized and directed.

(e) In the event that any transfer or exchange of Bonds is permitted under paragraph (b) or (c) hereof, such transfer or exchange shall be accomplished upon receipt by the Registrar of the Bonds to be transferred or exchanged and appropriate instruments of transfer to the permitted transferee in accordance with the provisions of this resolution. In the event Bonds in the form of certificates are issued to owners other than Cede & Co., its successor as nominee for DTC as owner of all the Bonds, or another securities depository as owner of all the Bonds, the provisions of this resolution shall also apply to all matters relating thereto, including, without limitation, the printing of such Bonds in the form of physical certificates and the method of payment of principal of and interest on such Bonds in the form of physical certificates.

2.09. Form of Bonds. The Bonds shall be prepared in substantially the form found at EXHIBIT A attached hereto.

Section 3. USE OF PROCEEDS; PROJECT FUND.

3.01. Project Fund

There is hereby created a special bookkeeping fund to be designated as the "General Obligation Bonds, Series 2016A Project Fund" (the "Project Fund"), to be held and administered

by the City Finance Director separate and apart from all other funds of the City. Within the Project Fund are established the following accounts:

(a) Improvements Project Account. The Improvements Project Account shall be credited with (i) \$_____ from the proceeds from the Bonds and (ii) all special assessments collected with respect to the Improvements Project until all costs of the Improvements Project have been fully paid. The City Finance Director shall maintain the Improvements Project Account until payment of all costs and expenses incurred in connection with the construction of the Improvements Project have been paid.

(b) Utility Project Account. The Utility Project Account shall be credited with \$_____ from the proceeds of the Bonds. The City Finance Director shall maintain the Utility Project Account until all costs and expenses incurred by the City in connection with the construction of the Utility Project have been paid.

From the Project Fund there shall be paid all costs and expenses related to the construction and acquisition of the Project. After payment of all such costs and expenses, the Project Fund shall be terminated. All funds on hand in the Project Fund when terminated shall be credited to the Bond Fund described in Section 4 hereof, unless and except as such proceeds may be transferred to some other fund or account as to which the City has received from bond counsel an opinion that such other transfer is permitted by applicable laws and does not impair the exemption of interest on the Bonds from federal income taxes. In no event shall funds remain in the Project Fund later than June 1, 2021.

SECTION 4. GENERAL OBLIGATION BONDS, SERIES 2016A BOND FUND. The Bonds shall be payable from a separate General Obligation Bonds, Series 2016A Bond Fund (the “Bond Fund”) of the City, which shall be created and maintained on the books of the City as a separate debt redemption fund until the Bonds, and all interest thereon, are fully paid. Into the Bond Fund shall be paid (a) any funds received from the Purchaser upon delivery of the Bonds in excess of the amounts specified in Section 3 above; (b) special assessments levied and collected in accordance with this Resolution except as otherwise provided in Section 3.01, clause (a) hereof; (c) net revenues of the municipal water, sewer and storm water systems, such revenues to be distributed ratably with respect to the Utility Bonds payable therefrom and any other obligations of the City payable from the same source; (d) any taxes collected pursuant to Section 7 hereof; and (e) any other funds appropriated by this Council for the payment of the Bonds. The principal of and interest on the Bonds shall be payable from the Bond Fund, and the money on hand in the Bond Fund from time to time shall be used only to pay the principal of and interest on the Bonds. On or before each principal and interest payment date for the Bonds, the City Finance Director is directed to remit to the Registrar from funds on deposit in the Bond Fund the amount needed to pay principal and interest on the Bonds on the next succeeding principal and interest payment date.

There are hereby established two accounts in the Bond Fund, designated as the “Debt Service Account” and the “Surplus Account.” There shall initially be deposited into the Debt Service Account upon the issuance of the Bonds the amount set forth in clause (a) above. Thereafter, during each bond year (each twelve month period commencing on January 16 and ending on the following January 15, a “Bond Year”), as monies are received into the Bond Fund,

the City Finance Director shall first deposit such monies into the Debt Service Account until an amount has been appropriated thereto sufficient to pay all principal and interest due on the Bonds through the end of the Bond Year. All subsequent monies received in the Bond Fund during the Bond Year shall be appropriated to the Surplus Account. If at any time the amount on hand in the Debt Service Account is insufficient for the payment of principal and interest then due, the City Finance Director shall transfer to the Debt Service Account amounts on hand in the Surplus Account to the extent necessary to cure such deficiency. Investment earnings (and losses) on amounts from time to time held in the Debt Service Account and Surplus Account shall be credited or charged to said accounts.

If the balance in the Bond Fund is at any time insufficient to pay all interest and principal then due on all Bonds payable therefrom, the payment shall be made from any fund of the City which is available for that purpose, subject to reimbursement from the Surplus Account when the balance therein is sufficient, and the City covenants and agrees that it will each year levy a sufficient amount of ad valorem taxes to take care of any accumulated or anticipated deficiency, which levy is not subject to any constitutional or statutory limitation.

SECTION 5. SPECIAL ASSESSMENTS. The City hereby covenants and agrees that, for the payment of the costs of the Improvements Project, the City has done or will do and perform all acts and things necessary for the final and valid levy of special assessments in the principal amount of \$_____, which is not less than 20% of the cost of the Improvements Project. The principal of and interest on such special assessments are estimated to be levied and collected in the years and amounts shown on EXHIBIT B attached hereto. The principal of the assessments shall be made payable in annual installments, with interest as established by this Council in accordance with law on unpaid installments thereof from time to time remaining unpaid. In the event any special assessment shall at any time be held invalid with respect to any lot or tract of land, due to any error, defect or irregularity in any action or proceeding taken or to be taken by the City or by this Council or by any of the officers or employees of the City, either in the making of such special assessment or in the performance of any condition precedent thereto, the City hereby covenants and agrees that it will forthwith do all such further things and take all such further proceedings as shall be required by law to make such special assessment a valid and binding lien upon said property.

SECTION 6. PLEDGE OF NET REVENUES. It is hereby found, determined and declared that the City owns and operates its municipal water, sewer and storm water systems as revenue-producing utilities and as a convenience, and that the net operating revenues of the systems, after deducting from the gross receipts derived from charges for the service, use and availability of the systems the normal, current and reasonable expenses of operation and maintenance thereof, will be sufficient, together with any other pledged funds, for the payment when due of the principal of and interest on the Utility Bonds and on any other bonds to which such revenues are pledged.

Pursuant to Minnesota Statutes, Section 444.075, the City hereby covenants and agrees with the registered owners from time to time of the Bonds that until the Bonds and the interest thereon are discharged as provided in Section 8 or paid in full, the City will impose and collect reasonable charges in accordance with said Section 444.075 for the service, use and availability of its municipal water and storm water systems according to schedules sufficient to produce net revenues sufficient, with other funds pledged to payment of the Utility Bonds, to pay the Utility

Bonds and any other bonds to which said net revenues have been pledged; and the net revenues, to the extent necessary, are hereby irrevocably pledged and appropriated to the payment of the Bonds and interest thereon when due. Nothing herein shall preclude the City from hereafter making further pledges and appropriations of the net revenues of its municipal water, sewer and storm water systems for payment of additional obligations of the City hereafter authorized if the Council determines before the authorization of such additional obligations that the estimated net revenues of the systems will be sufficient, together with any other sources pledged to the payment of the outstanding and additional obligations, for payment of the outstanding bonds and such additional obligations. Such further pledges and appropriations of net revenues may be made superior or subordinate to or on a parity with, the pledge and appropriation herein made.

SECTION 7. PLEDGE OF TAXING POWERS. For the prompt and full payment of the principal of and interest on the Bonds as such payments respectively become due, the full faith, credit and unlimited taxing powers of the City shall be and are hereby irrevocably pledged. In order to produce aggregate amounts which, together with the collections of other amounts as set forth in Section 4, will produce amounts not less than 5% in excess of the amounts needed to meet when due the principal and interest payments on the Bonds, ad valorem taxes are hereby levied on all taxable property in the City, the taxes to be levied and collected in the following years and amounts:

<u>Levy Years</u>	<u>Collection Years</u>	<u>Amount</u>
See attached schedules		

The taxes shall be irrepealable as long as any of the Bonds are outstanding and unpaid, provided that the City reserves the right and power to reduce the tax levies from other legally available funds, in accordance with the provisions of Minnesota Statutes, Section 475.61.

SECTION 8. DEFEASANCE. When all of the Bonds have been discharged as provided in this Section, all pledges, covenants and other rights granted by this Resolution to the Holders of the Bonds shall cease. The City may discharge its obligations with respect to any Bonds which are due on any date by depositing with the Registrar on or before that date a sum sufficient for the payment thereof in full; or, if any Bond should not be paid when due, it may nevertheless be discharged by depositing with the Registrar a sum sufficient for the payment thereof in full with interest accrued from the due date to the date of such deposit. The City may also discharge its obligations with respect to any prepayable Bonds called for redemption on any date when they are prepayable according to their terms by depositing with the Registrar on or before that date an amount equal to the principal, redemption premium, if any, and interest then due, provided that notice of such redemption has been duly given as provided herein. The City may also at any time discharge its obligations with respect to any Bonds, subject to the provisions of law now or hereafter authorizing and regulating such action, by depositing irrevocably in escrow, with the Registrar or with a bank or trust company qualified by law to act as an escrow agent for this purpose, cash or securities which are authorized by law to be so deposited for such purpose, bearing interest payable at such times and at such rates and maturing or callable at the holder's option on such dates as shall be required to pay all principal and interest to become due thereon to maturity or, if notice of redemption as herein required has been irrevocably provided for, to an

earlier designated redemption date. If such deposit is made more than ninety days before the maturity date or specified redemption date of the Bonds to be discharged, the City must have received a written opinion of Bond Counsel to the effect that such deposit does not adversely affect the exemption of interest on any Bonds from federal income taxation and a written report of an accountant or investment banking firm verifying that the deposit is sufficient to pay when due all of the principal and interest on the Bonds to be discharged on and before their maturity dates or earlier designated redemption date.

SECTION 8. TAX COVENANTS; ARBITRAGE MATTERS AND CONTINUING DISCLOSURE.

8.01. General Tax Covenant. The City agrees with the registered owners from time to time of the Bonds that it will not take, or permit to be taken by any of its officers, employees or agents, any action that would cause interest on the Bonds to become includable in gross income of the recipient under the Internal Revenue Code of 1986, as amended (the “Code”) and applicable Treasury Regulations (the “Regulations”), and agrees to take any and all actions within its powers to ensure that the interest on the Bonds will not become includable in gross income of the recipient under the Code and the Regulations. All proceeds of the Bonds deposited in the Project Fund will be expended solely for the payment of the costs of the Project. The Project is and will be owned and maintained by the City and available for use by members of the general public on a substantially equal basis. The City shall not enter into any lease, management contract, use agreement, capacity agreement or other agreement with any non-governmental person relating to the use of the Project, or any portion thereof, or security for the payment of the Bonds which might cause the Bonds to be considered “private activity bonds” or “private loan bonds” pursuant to Section 141 of the Code.

8.02. Arbitrage Certification. The Mayor and City Finance Director being the officers of the City charged with the responsibility for issuing the Bonds pursuant to this Resolution, are authorized and directed to execute and deliver to the Purchaser a certificate in accordance with Section 148 of the Code, and applicable Regulations, stating the facts, estimates and circumstances in existence on the date of issue and delivery of the Bonds which make it reasonable to expect that the proceeds of the Bonds will not be used in a manner that would cause the Bonds to be “arbitrage bonds” within the meaning of the Code and Regulations.

8.03. Arbitrage Rebate. The City acknowledges that the Bonds are subject to the rebate requirements of Section 148(f) of the Code. The City covenants and agrees to retain such records, make such determinations, file such reports and documents and pay such amounts at such times as are required under said Section 148(f) and applicable Regulations unless the Bonds qualify for an exception from the rebate requirement pursuant to one of the spending exceptions set forth in Section 1.148-7 of the Regulations and no “gross proceeds” of the Bonds (other than amounts constituting a “bona fide debt service fund”) arise during or after the expenditure of the original proceeds thereof.

8.04. Qualified Tax-Exempt Obligations. The City Council hereby designates the Bonds as “qualified tax-exempt obligations” for purposes of Section 265(b)(3) of the Code relating to the disallowance of interest expense for financial institutions, and hereby finds that the reasonably anticipated amount of tax-exempt obligations (within the meaning of Section

265(b)(3) of the Code) which will be issued by the City and all subordinate entities during calendar year 2016 does not exceed \$10,000,000.

8.05. Reimbursement. The City certifies that the proceeds of the Bonds will not be used by the City to reimburse itself for any expenditure with respect to the Project which the City paid or will have paid more than 60 days prior to the issuance of the Bonds unless, with respect to such prior expenditures, the City shall have made a declaration of official intent which complies with the provisions of Section 1.150-2 of the Regulations, provided that this certification shall not apply (i) with respect to certain de minimis expenditures, if any, with respect to the Project meeting the requirements of Section 1.150-2(f)(1) of the Regulations, or (ii) with respect to “preliminary expenditures” for the Project as defined in Section 1.150-2(f)(2) of the Regulations, including engineering or architectural expenses and similar preparatory expenses, which in the aggregate do not exceed 20% of the “issue price” of the Bonds.

8.06. Continuing Disclosure. (a) Purpose and Beneficiaries. To provide for the public availability of certain information relating to the Bonds and the security therefor and to permit the Purchaser and other participating underwriters in the primary offering of the Bonds to comply with amendments to Rule 15c2-12 promulgated by the SEC under the Securities Exchange Act of 1934 (17 C.F.R. § 240.15c2-12), relating to continuing disclosure (as in effect and interpreted from time to time, the Rule), which will enhance the marketability of the Bonds, the City hereby makes the following covenants and agreements for the benefit of the Owners (as hereinafter defined) from time to time of the outstanding Bonds. The City is the only obligated person in respect of the Bonds within the meaning of the Rule for purposes of identifying the entities in respect of which continuing disclosure must be made. If the City fails to comply with any provisions of this section, any person aggrieved thereby, including the Owners of any outstanding Bonds, may take whatever action at law or in equity may appear necessary or appropriate to enforce performance and observance of any agreement or covenant contained in this section, including an action for a writ of mandamus or specific performance. Direct, indirect, consequential and punitive damages shall not be recoverable for any default hereunder to the extent permitted by law. Notwithstanding anything to the contrary contained herein, in no event shall a default under this section constitute a default under the Bonds or under any other provision of this resolution. As used in this section, Owner or Bondowner means, in respect of the Bonds, the registered owner or owners thereof appearing in the bond register maintained by the Registrar or any Beneficial Owner (as hereinafter defined) thereof, if such Beneficial Owner provides to the Registrar evidence of such beneficial ownership in form and substance reasonably satisfactory to the Registrar. As used herein, Beneficial Owner means, in respect of the Bonds, any person or entity which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, such Bonds (including persons or entities holding Certificates through nominees, depositories or other intermediaries), or (b) is treated as the owner of the Bonds for federal income tax purposes.

(b) Information To Be Disclosed. The City will provide, in the manner set forth in subsection (c) hereof, either directly or indirectly through an agent designated by the City, the following information at the following times:

- (1) On or before 12 months after the end of each fiscal year of the City, commencing with the fiscal year ending December 31, 2015, the following financial information and operating data in respect of the City (the Disclosure Information):
 - (A) the audited financial statements of the City for such fiscal year, prepared in accordance with generally accepted accounting principles in accordance with the governmental accounting standards promulgated by the Governmental Accounting Standards Board or as otherwise provided under Minnesota law, as in effect from time to time, or, if and to the extent such financial statements have not been prepared in accordance with such generally accepted accounting principles for reasons beyond the reasonable control of the City, noting the discrepancies therefrom and the effect thereof, and certified as to accuracy and completeness in all material respects by the fiscal officer of the City; and
 - (B) to the extent not included in the financial statements referred to in paragraph (A) hereof, the information for such fiscal year or for the period most recently available of the type contained in the Official Statement under the headings: “Economic and Financial Information—Valuations”; “--Tax Capacity Rates” and “—Tax Levies and Collections” and “Summary of Debt and Debt Statistics.”

Notwithstanding the foregoing paragraph, if the audited financial statements are not available by the date specified, the City shall provide on or before such date unaudited financial statements in the format required for the audited financial statements as part of the Disclosure Information and, within 10 days after the receipt thereof, the City shall provide the audited financial statements. Any or all of the Disclosure Information may be incorporated by reference, if it is updated as required hereby, from other documents, including official statements, which have been filed with the SEC or have been made available to the public by the Municipal Securities Rulemaking Board (the “MSRB”) through its Electronic Municipal Market Access System (EMMA). The City shall clearly identify in the Disclosure Information each document so incorporated by reference. If any part of the Disclosure Information can no longer be generated because the operations of the City have materially changed or been discontinued, such Disclosure Information need no longer be provided if the City includes in the Disclosure Information a statement to such effect; provided, however, if such operations have been replaced by other City operations in respect of which data is not included in the Disclosure Information and the City determines that certain specified data regarding such replacement operations would be a Material Fact (as defined in paragraph (2) hereof), then, from and after such determination, the Disclosure Information shall include such additional specified data regarding the replacement operations. If the Disclosure Information is changed or this section is amended as permitted by this paragraph (b)(1) or subsection (d), then the City shall include in the next Disclosure Information to be delivered hereunder, to the extent necessary, an explanation of the reasons for the amendment and the effect of any change in the type of financial information or operating data provided.

- (2) In a timely manner, not in excess of 10 business days, to the MSRB through EMMA, notice of the occurrence of any of the following events (each a “Material Fact,” as hereinafter defined):
- (A) principal and interest payment delinquencies;
 - (B) non-payment related defaults;
 - (C) unscheduled draws on debt service reserves reflecting financial difficulties;
 - (D) unscheduled draws on credit enhancements reflecting financial difficulties;
 - (E) substitution of credit or liquidity providers, or their failure to perform;
 - (F) adverse tax opinions or events affecting the tax-exempt status of the security;
 - (G) modifications to rights of security holders;
 - (H) bond calls;
 - (I) defeasances;
 - (J) release, substitution, or sale of property securing repayment of the securities;
 - (K) rating changes;
 - (L) bankruptcy, insolvency, receivership, or similar event of the obligated person;
 - (M) the consummation of a merger, consolidation, or acquisition involving an obligated person or the sale of all or substantially all of the assets of an obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and
 - (N) appointment of a successor or additional trustee or the change of name of a trustee, if material.

As used herein, for those events that must be reported if material, a “Material Fact” is a fact as to which a substantial likelihood exists that a reasonably prudent investor would attach importance thereto in deciding to buy, hold or sell the Bonds or, if not disclosed, would significantly alter the total information otherwise available to an investor from the Official Statement, information disclosed hereunder or information generally available to the public. Notwithstanding the foregoing sentence, a Material Fact is also a fact that would be deemed material for purposes of the purchase, holding or sale of the Bonds within the meaning of applicable federal securities laws, as interpreted at the time of discovery of the occurrence of the event.

For the purposes of the event identified in (L) hereinabove, the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for an obligated person in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the obligated person, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental

authority having supervision or jurisdiction over substantially all of the assets or business of the obligated person.

- (3) In a timely manner, to the MSRB through EMMA, notice of the occurrence of any of the following events or conditions:
 - (A) the failure of the City to provide the Disclosure Information required under paragraph (b)(1) at the time specified thereunder;
 - (B) the amendment or supplementing of this section pursuant to subsection (d), together with a copy of such amendment or supplement and any explanation provided by the City under subsection (d)(2);
 - (C) the termination of the obligations of the City under this section pursuant to subsection (d);
 - (D) any change in the accounting principles pursuant to which the financial statements constituting a portion of the Disclosure Information are prepared; and
 - (E) any change in the fiscal year of the City.

(c) Manner of Disclosure.

- (1) The City agrees to make available to the MSRB through EMMA, in an electronic format as prescribed by the MSRB, the information described in subsection (b).
- (2) All documents provided to the MSRB pursuant to this subsection (c) shall be accompanied by identifying information as prescribed by the MSRB from time to time.

(d) Term; Amendments; Interpretation.

- (1) The covenants of the City in this section shall remain in effect so long as any Bonds are outstanding. Notwithstanding the preceding sentence, however, the obligations of the City under this section shall terminate and be without further effect as of any date on which the City delivers to the Registrar an opinion of Bond Counsel to the effect that, because of legislative action or final judicial or administrative actions or proceedings, the failure of the City to comply with the requirements of this section will not cause participating underwriters in the primary offering of the Bonds to be in violation of the Rule or other applicable requirements of the Securities Exchange Act of 1934, as amended, or any statutes or laws successory thereto or amendatory thereof.
- (2) This section (and the form and requirements of the Disclosure Information) may be amended or supplemented by the City from time to time, without notice to (except as provided in paragraph (c)(2) hereof) or the consent of the Owners of any Bonds, by a resolution of this Council filed in the office of the recording officer of the City accompanied by an opinion of Bond Counsel, who may rely on certificates of the City and others and the opinion may be subject to customary

qualifications, to the effect that: (i) such amendment or supplement (a) is made in connection with a change in circumstances that arises from a change in law or regulation or a change in the identity, nature or status of the City or the type of operations conducted by the City, or (b) is required by, or better complies with, the provisions of paragraph (b)(5) of the Rule; (ii) this section as so amended or supplemented would have complied with the requirements of paragraph (b)(5) of the Rule at the time of the primary offering of the Bonds, giving effect to any change in circumstances applicable under clause (i)(a) and assuming that the Rule as in effect and interpreted at the time of the amendment or supplement was in effect at the time of the primary offering; and (iii) such amendment or supplement does not materially impair the interests of the Bondowners under the Rule.

If the Disclosure Information is so amended, the City agrees to provide, contemporaneously with the effectiveness of such amendment, an explanation of the reasons for the amendment and the effect, if any, of the change in the type of financial information or operating data being provided hereunder.

- (3) This section is entered into to comply with the continuing disclosure provisions of the Rule and should be construed so as to satisfy the requirements of paragraph (b)(5) of the Rule.

SECTION 9. CERTIFICATION OF PROCEEDINGS.

9.01. Registration of Bonds. The City Finance Director is hereby authorized and directed to file a certified copy of this resolution with the County Auditor of Washington County, together with such additional information as is required, and to obtain a certificate that the Bonds and the taxes levied pursuant hereto have been duly entered upon the County Auditor's Bond register.

9.02. Authentication of Transcript. The officers of the City and the County Auditor are hereby authorized and directed to prepare and furnish to the Purchaser and to Dorsey & Whitney LLP, Bond Counsel, certified copies of all proceedings and records relating to the Bonds and such other affidavits, certificates and information as may be required to show the facts relating to the legality and marketability of the Bonds, as the same appear from the books and records in their custody and control or as otherwise known to them, and all such certified copies, affidavits and certificates, including any heretofore furnished, shall be deemed representations of the City as to the correctness of all statements contained therein.

9.03. Official Statement. The Preliminary Official Statement relating to the Bonds, dated as of _____, 2016 prepared and distributed by Northland Securities, Inc., is hereby approved. Northland Securities, Inc., is hereby authorized on behalf of the City to prepare and distribute to the Purchaser within seven business days from the date hereof, a Final Official Statement listing the offering price, the interest rates, selling compensation, delivery date, the underwriters and such other information relating to the Bonds required to be included in the Official Statement by Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934. The officers of the City are hereby authorized and directed

to execute such certificates as may be appropriate concerning the accuracy, completeness and sufficiency of the Official Statement.

9.04. Authorization of Payment of Certain Costs of Issuance of the Bonds. The City authorizes the Purchaser to forward the amount of Bond proceeds allocable to the payment of issuance expenses to the Registrar on the closing date for further distribution as directed by Northland Securities, Inc.

9.05. Effective Date. This resolution shall be in full force and effect from and after its passage.

Upon vote being taken thereon, the following voted in favor thereof:

and the following voted against the same:

whereupon the Resolution was declared duly passed and adopted.

EXHIBIT A

UNITED STATES OF AMERICA
STATE OF MINNESOTA
COUNTY OF WASHINGTON

CITY OF LAKE ELMO

GENERAL OBLIGATION BONDS,
SERIES 2016A

R-___ \$_____

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Date of Original Issue</u>	<u>CUSIP No.</u>
___%	January 15, 20__	June 1, 2016	

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: THOUSAND DOLLARS

CITY OF LAKE ELMO, State of Minnesota (the “City”) acknowledges itself to be indebted and for value received hereby promises to pay to the registered owner specified above, or registered assigns, the principal amount specified above on the maturity date specified above and promises to pay interest thereon from the date of original issue specified above or from the most recent Interest Payment Date (as hereinafter defined) to which interest has been paid or duly provided for, at the annual interest rate specified above, payable on January 15 and July 15 in each year, commencing January 15, 2017 (each such date, an “Interest Payment Date”), all subject to the provisions referred to herein with respect to the redemption of the principal of this Bond before maturity. The interest so payable on any Interest Payment Date shall be paid to the person in whose name this Bond is registered at the close of business on the first day (whether or not a business day) of the calendar month in which such Interest Payment Date occurs. Interest hereon shall be computed on the basis of a 360-day year composed of twelve 30-day months. The interest hereon and, upon presentation and surrender hereof at the principal office of the agent of the Registrar described below, the principal hereof are payable in lawful money of the United States of America by check or draft drawn on Northland Trust Services, Inc., Minneapolis, Minnesota, as Bond registrar, transfer agent and paying agent, or its successor designated under the Resolution described herein (the “Registrar”) or other agreed-upon means of payment by the Registrar or its designated successor. For the prompt and full payment of such principal and interest as the same respectively come due, the full faith and credit and taxing powers of the City have been and are hereby irrevocably pledged.

This Bond is one of an issue (the “Bonds”) in the aggregate principal amount of \$9,860,000 issued pursuant to a resolution adopted by the City Council on May 17, 2016 (the “Resolution”), to finance various street, water, sewer and storm water improvements and to fund the costs of issuance of the Bonds. This Bond issued by authority of and in strict accordance with the provisions of the Constitution and laws of the State of Minnesota thereunto enabling, including Minnesota Statutes, Chapters 429, 444 and 475. For the full and prompt payment of the principal of and interest on the Bonds as the same become due, the full faith, credit and taxing power of the City have been and are hereby

irrevocably pledged. The Bonds are issuable only in fully registered form, in the denomination of \$5,000 or any integral multiple thereof, of single maturities.

Bonds maturing on January 15, 2025 and later years shall be subject to redemption and prepayment at the option of the City, in whole or in part, in such order of maturity dates as the City may select and, within a maturity, by lot as selected by the Registrar (or, if applicable, by the Bond depository in accordance with its customary procedures) in multiples of \$5,000, on January 15, 2024, and on any date thereafter, at a price equal to the principal amount thereof and accrued interest to the date of redemption. The City shall cause notice of the call for redemption thereof to be published if and to the extent required by law, and at least thirty (30) and not more than sixty (60) days prior to the designated redemption date, shall cause notice of call for redemption to be mailed, by first class mail (or, if applicable, provided in accordance with the operational arrangements of the securities depository), to the registered holders of any Bonds, at the holders' addresses as they appear on the Bond register maintained by the Bond Registrar, but no defect in or failure to give such mailed notice of redemption shall affect the validity of proceedings for the redemption of any Bond not affected by such defect or failure. Official notice of redemption having been given as aforesaid, the Bonds or portions of Bonds so to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified and from and after such date (unless the City shall default in the payment of the redemption price) such Bonds or portions of Bonds shall cease to bear interest. Upon partial redemption of any Bond, a new Bond or Bonds will be delivered to the owner without charge, representing the remaining principal amount outstanding.

[COMPLETE THE FOLLOWING PROVISIONS IF THERE ARE TERM BONDS-
ADD ADDITIONAL PROVISIONS IF THERE ARE MORE THAN TWO TERM BONDS]

[Bonds maturing in the years 20____ and 20____ shall be subject to mandatory redemption, at a redemption price equal to their principal amount plus interest accrued thereon to the redemption date, without premium, on January 15 in each of the years shown below, in an amount equal to the following principal amounts:

<u>Term Bonds Maturing in 20_____</u>		<u>Term Bonds Maturing in 20_____</u>	
<u>Sinking Fund</u> <u>Payment Date</u>	<u>Aggregate</u> <u>Principal Amount</u>	<u>Sinking Fund</u> <u>Payment Date</u>	<u>Aggregate</u> <u>Principal Amount</u>

(final maturity)

(final maturity)

Notice of redemption shall be given as provided in the preceding paragraph.]

As provided in the Resolution and subject to certain limitations set forth therein, this Bond is transferable upon the books of the City at the principal office of the Registrar, by the registered owner hereof in person or by the owner's attorney duly authorized in writing upon surrender hereof together with a written instrument of transfer satisfactory to the Registrar, duly executed by the registered owner or the owner's attorney, and may also be surrendered in exchange for Bonds of other authorized denominations. Upon such transfer or exchange the City will cause a new Bond or Bonds to be issued in the name of the designated transferee or registered owner, of the same aggregate principal amount, bearing interest at the same rate and maturing on the same date; subject to reimbursement for any tax, fee or governmental charge required to be paid with respect to any such transfer or exchange.

The Bonds have been designated by the City as “qualified tax-exempt obligations” pursuant to Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

The City and the Registrar may deem and treat the person in whose name this Bond is registered as the absolute owner hereof, whether this Bond is overdue or not, for the purpose of receiving payment as herein provided and for all other purposes, and neither the City nor the Registrar shall be affected by any notice to the contrary.

Notwithstanding any other provisions of this Bond, so long as this Bond is registered in the name of Cede & Co., as nominee of The Depository Trust Company, or in the name of any other nominee of The Depository Trust Company or other securities depository, the Registrar shall pay all principal of and interest on this Bond, and shall give all notices with respect to this Bond, only to Cede & Co. or other nominee in accordance with the operational arrangements of The Depository Trust Company or other securities depository as agreed to by the City.

IT IS HEREBY CERTIFIED, RECITED, COVENANTED AND AGREED that all acts, conditions and things required by the Constitution and laws of the State of Minnesota to be done, to exist, to happen and to be performed preliminary to and in the issuance of this Bond in order to make it a valid and binding general obligation of the City in accordance with its terms, have been done, do exist, have happened and have been performed as so required; that, prior to the issuance hereof, the City Council has by the Resolution covenanted and agreed to collect and apply to payment of the bonds ad valorem taxes levied on all taxable property in the City, certain net revenues of its municipal water, sewer and storm water systems and special assessments upon property specially benefited by the local improvements financed with the Bonds, which taxes, revenues and assessments are estimated to be collectible in years and amounts sufficient to produce sums not less than 5% in excess of the principal of and interest on the Bonds when due, and has appropriated such assessments, revenues and taxes to its General Obligation Bonds, Series 2016 Bond Fund for the payment of such principal and interest; that if necessary for the payment of such principal and interest, additional ad valorem taxes are required to be levied upon all taxable property in the City, without limitation as to rate or amount; that all proceedings relative to the projects financed by this Bond have been or will be taken according to law and that the issuance of this Bond, together with all other indebtedness of the City outstanding on the date hereof and on the date of its actual issuance and delivery, does not cause the indebtedness of the City to exceed any constitutional or statutory limitation of indebtedness.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Resolution until the Certificate of Authentication hereon shall have been executed by the Registrar by manual signature of one of its authorized representatives.

IN WITNESS WHEREOF, the City has caused this Bond to be executed on its behalf by the facsimile signatures of its Mayor and City Finance Director and has caused this Bond to be dated as of the date set forth below.

CITY OF LAKE ELMO, MINNESOTA

(facsimile signature – City Finance Director)

(facsimile signature – Mayor)

CERTIFICATE OF AUTHENTICATION

This is one of the Bonds delivered pursuant to the Resolution mentioned within.

Date of Authentication: _____

NORTHLAND TRUST SERVICES, INC.,
as Registrar

By _____
Authorized Representative

EXHIBIT B

Special Assessments and Tax Levies

WASHINGTON COUNTY AUDITOR'S
CERTIFICATE AS TO REGISTRATION AND TAX LEVY

The undersigned, being the duly qualified and acting County Auditor of Washington County, Minnesota, hereby certifies that there has been filed in my office a certified copy of a resolution duly adopted on May 17, 2016, by the City Council of Lake Elmo, Minnesota, setting forth the form and details of an issue of \$9,860,000 General Obligation Bonds, Series 2016A dated the date of issuance thereof.

I further certify that the issue has been entered on my bond register and the taxes required by law have been levied as required by Minnesota Statutes, Sections 475.61 to 475.63.

WITNESS my hand and official seal on the ____ day of _____, 2016.

Washington County Auditor

(SEAL)

CREDIT OPINION

11 May 2016

New Issue

Rate this Research >>

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Lake Elmo, MN

New Issue: Moody's Assigns Aa2 to Lake Elmo, MN's \$9.9M GOULT Bonds, Ser. 2016A

Summary Rating Rationale

Moody's Investors Service has assigned a Aa2 rating to the City of Lake Elmo's (MN) \$9.9 million General Obligation (GO) Bonds, Series 2016A. Concurrently, Moody's maintains the Aa2 rating on city's outstanding GO debt. Post-sale, the city will have \$31.4 million of GO debt outstanding.

The Aa2 rating reflects the city's modestly-sized and affluent tax base experiencing growth, located in the Twin Cities metro region; strong finances supported by conservative budget strategies and healthy unassigned fund balance; moderate direct debt burden; and modest exposure to unfunded pension liabilities.

Credit Strengths

- » Affluent tax base favorably located in Twin Cities metropolitan area
- » Strong financial operations and healthy financial reserves and liquidity

Credit Challenges

- » Small tax base size relative to others in the rating category
- » Above average fixed costs

Rating Outlook

Outlooks on the underlying credit are usually not assigned to local governments with this amount of debt.

Factors that Could Lead to an Upgrade

- » Growth in the city's tax base to levels consistent with higher-rated entities

Factors that Could Lead to a Downgrade

- » Deterioration of the tax base or weakening of the demographic profile
- » Material declines in the city's financial reserves
- » Significant increase in debt levels

Key Indicators

Exhibit 1

Lake Elmo, MN

Lake Elmo (City of) MN	2010	2011	2012	2013	2014
Economy/Tax Base					
Total Full Value (\$000)	\$ 1,200,076	\$ 1,131,733	\$ 1,099,376	\$ 1,098,898	\$ 1,174,148
Full Value Per Capita	\$ 148,727	\$ 140,257	\$ 136,247	\$ 136,188	\$ 145,513
Median Family Income (% of US Median)	186.1%	186.1%	194.1%	194.1%	194.1%
Finances					
Operating Revenue (\$000)	\$ 3,612	\$ 3,572	\$ 3,867	\$ 4,361	\$ 4,068
Fund Balance as a % of Revenues	90.1%	146.8%	153.0%	69.8%	79.5%
Cash Balance as a % of Revenues	152.3%	152.3%	145.9%	75.5%	86.8%
Debt/Pensions					
Net Direct Debt (\$000)	\$ 7,310	\$ 7,811	\$ 8,270	\$ 6,522	\$ 8,787
Net Direct Debt / Operating Revenues (x)	2.0x	2.2x	2.1x	1.5x	2.2x
Net Direct Debt / Full Value (%)	0.6%	0.7%	0.8%	0.6%	0.7%
Moody's - adjusted Net Pension Liability (3-yr average) to Revenues (x)	N/A	N/A	0.6x	0.6x	0.8x
Moody's - adjusted Net Pension Liability (3-yr average) to Full Value (%)	N/A	N/A	0.2%	0.2%	0.3%

The above table does not include the most recent full value or sale data. Post sale, the district will have \$12 million in net direct debt outstanding, equal to 0.9% of full value and 0.8 times operating revenue.

Source: Moody's Investors Service, Audited Financial Results, US Census Bureau

Detailed Rating Considerations

Economy and Tax Base: Modestly-Sized Affluent Tax Base Near the Twin Cities

The city's tax base is expected to grow in the medium term due to its favorable location within the Twin Cities metropolitan area and large amount of land available for development. Located in Washington County (Aaa stable), the city lies along the eastern edge of the metropolitan region. The city's full value of \$1.3 billion experienced three years of significant residentially-driven growth, recovering losses in prior years. This trend is expected to continue given several ongoing and planned developments. Major development areas include a mixed use development along I-94, the "Old Village" section of the city, and the northern edge of the city along Highway 36.

Lake Elmo is primarily a bedroom community with the majority of residents commuting to employment opportunities throughout the Twin Cities area. Based upon net tax capacity, the city is 77% residential and 15% commercial and industrial. The largest employer of city residents is 3M Company, which is headquartered in nearby Maplewood (Aa1) and employs approximately 9,100. Management reports that the city's other major employers and taxpayers remain stable.

The city's population has grown in recent decades, including 17.6% between 2000 and 2010, and the Metropolitan Council (Minn-St. Paul Area) (Aaa stable) estimates that the city's 2010 population of 8,069 could grow to 18,200 by 2040. Washington County's unemployment rate of 3.7% in March of 2016 remained below the national (5.0%) and on par with the state (3.7%) levels for same period. Lake Elmo's resident income levels significantly exceed those of the nation, with median family income equivalent to 194.1% and of the nation.

Financial Operations And Reserves: Stable Financial Operations Supported by Healthy Reserves

The city's financial operations are expected to remain stable given its history of sound financial management and maintenance of healthy General Fund liquidity and reserves. The city has closed five out of the past six fiscal years with modest operating surpluses, which management attributes to conservative budget assumptions. A minimal \$4,000 operating surplus in fiscal 2014 increased the General Fund balance to \$3.2 million, or a substantial 93.5% of revenues. Approximately \$600,000 of the city's fund balance is

This publication does not announce a credit rating action. For any credit ratings referenced in this publication, please see the ratings tab on the issuer/entity page on www.moody's.com for the most updated credit rating action information and rating history.

reserved for an advance to the city's Old Village Fund, which is being repaid by property tax revenues associated with the ongoing mixed-use development. According to the city officials, the amount is projected to be paid in full by 2017. The city's fiscal 2014 unassigned fund balance of \$2.5 million, which is equivalent to 74.7% of revenues, remains healthy and above the city's policy of maintaining unassigned fund balance of 35% of budgeted operating revenues. For fiscal 2015, the city's budget was balanced and management estimates a modest operating surplus of approximately \$50,000 due to favorable budget variances. The city adopted a balanced budget for fiscal 2016, conservatively assuming no additional revenue coming from the new developments.

Property taxes comprise 72.3% of Lake Elmo's General Fund revenues, and the city's collection rate is high with few appeals. The city does not receive any local government aid from the state; therefore, it is subject to minimal risk associated with budgetary pressures at the state. The state implemented property tax limits for 2014 only, but the cap did not impact Lake Elmo as the city had planned to keep its levy flat.

LIQUIDITY

In 2014, the city's unrestricted net operating cash position across major operating funds (General Fund and Debt Service Fund) was \$3.5 million or a very healthy 86.9% of revenues.

Debt and Pensions: Low Debt Burden with No Additional Borrowing Planned

The city's direct debt burden is a low 0.9% of full value and has modest long-term pension and OPEB liabilities. The direct debt burden excludes \$19.4 million of GO debt that is expected to be repaid by the city's self-supporting water and sewer enterprises. The city's total fixed costs of \$4.5 million, including debt service, pension, and OPEB expenditures make up 21% of fiscal 2014 operating revenues.

DEBT STRUCTURE

All of the district's direct debt is fixed rate and amortizes over the long term. Principal amortization is below average with 67% of all debt retired in ten years.

DEBT-RELATED DERIVATIVES

The city has no derivative agreements.

PENSIONS AND OPEB

Lake Elmo has a low employee pension burden, based on unfunded liabilities for its participation in a multi-employer cost sharing plan administered by the state, the General Employees Retirement Fund (GERF) and one single employer pension plan the Lake Elmo Firefighter's Relief Association plan. Moody's three-year average adjusted net pension liability (ANPL) for the city, through fiscal 2014, is \$3.7 million, or 0.3% of full value and 0.8 times operating revenues (General Fund and Debt Service Funds). Moody's ANPL reflects certain adjustments we make to improve the comparability of reported pension liabilities. The adjustments are not intended to replace the city's reported liability information, but to improve comparability with other rated entities. We determined the city's share of liability for GERF in proportion to its contributions to the plan. The city's fiscal 2014 total contribution to both plans was \$140,000 or 3.4% of operating revenues.

The city administers a single-employer defined benefit healthcare plan that provides benefits to retirees until Medicare eligibility and funds these liabilities on a pay-as-you-go basis. The city funds its plan on a pay as you go basis and in fiscal year 2014, the city did not contribute anything to the plan as there were no retiree participants. As of January 1, 2014, the actuarial accrued liability for benefits was \$204,437, all of which was unfunded.

Management and Governance: Strong Institutional Framework Score

Minnesota cities have an institutional framework score of "Aa," or strong. Revenues are moderately predictable as cities rely primarily on property taxes. Some cities also rely on State Local Government Aid (LGA), which is distributed based on demographic and tax base factors. Revenue-raising flexibility is moderate as cities generally benefit from unlimited levying authority, except during years in which the state has imposed limits. Levy limits are not in place for the 2016-2017 biennium. Expenditures mostly consist of personnel costs, which are highly predictable. Cities typically maintain low fixed costs and have a moderate ability to reduce expenditures.

Management has a fund balance policy of maintaining 35% of the following year's budgeted expenditures in reserves. Favorably, the city does not rely on LGA and is less impacted by the state's fiscal condition.

Legal Security

The bonds are secured by the city's general obligation unlimited tax (GOULT) pledge to levy a dedicated debt service tax that is not limited by rate or amount. The security benefits from a statutory lien and there is no lock box structure for debt service.

Use of Proceeds

Proceeds of the bonds will be used to provide street, water, sewer and storm water improvement projects.

Obligor Profile

Located in Washington County (Aaa stable), the city lies along the eastern edge of the Twin Cities metropolitan region. The 2010 population was 8,069 according to census estimates.

Methodology

The principal methodology used in this rating was US Local Government General Obligation Debt published in January 2014. Please see the Ratings Methodologies page on www.moody.com for a copy of this methodology.

Ratings

Exhibit 3

Lake Elmo (City of) MN

Issue	Rating
General Obligation Bonds, Series 2016A	Aa2
Rating Type	Underlying LT
Sale Amount	\$9,860,000
Expected Sale Date	05/17/2016
Rating Description	General Obligation

Source: Moody's Investors Service

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REPORT NUMBER 1027038

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MAYOR AND COUNCIL COMMUNICATION

DATE: May 17, 2016

REGULAR

ITEM #: 24

MOTION

AGENDA ITEM: Lions Park RFP

SUBMITTED BY: Kristina Handt, City Administrator

BACKGROUND:

On November 4, 2015, Parks Commission Chair Weis explained the scope of the RFP request for ballpark redesign and presented photos of ball parks in other Minnesota cities. Weis explained that the Parks Commission has placed Lions Park on the Parks Commission CIP and has incurred significant cost for repairs, prompting the need for further planning.

Following the presentation and public comments the following motion passed:

Councilmember Fliflet, seconded by Councilmember Bloyer, moved TO ISSUE AN RFP FOR ARCHITECTURAL WORK TO REDESIGN THE BALLFIELDS IN THE HISTORIC DOWNTOWN. MOTION PASSED 5 – 0.

At the April 18, 2016 Parks Commission meeting, the commissioners approved a proposed layout/redesign that included the removal of the parks storage building for a skating rink. A copy of the proposed layout is included in the packet.

ISSUE BEFORE COUNCIL:

Should the RFP also include the removal of the parks storage building (south of fire station #1)?

PROPOSAL DETAILS/ANALYSIS:

Since the proposed impacted area approved at the Parks Commission on April 18, 2016 extends beyond the ballfield area to include the removal of the parks storage building for a hockey rink, staff is bringing the issue back to Council to either amend the proposal to include removal of the storage building or to not include a hockey rink at the storage building site.

FISCAL IMPACT:

Staff anticipates additional cost to remove the parks storage building. The exact amount will be estimated in the RFP. Furthermore, the city may expect additional costs in determining where the items currently housed in the storage building will be relocated.

OPTIONS:

- 1) Approve issuing an RFP to include removal of the parks storage building
- 2) Do not approve issuing an RFP with the parks storage building removal
- 3) Make other changes to parameters of RFP

RECOMMENDATION:

Per Parks Commission actions:

Motion to include the removal of the parks storage building in Lions Park RFP



Lake Elmo Avenue

Laverne Avenue

Layton Avenue

36th St.

36th

Library

Library Parking

Vacant Mohar Site

Fire Station

Small Hockey Rink

Lion's Ballfield

Tot Lot

Creamery Building LLC

Warm up

Upper 33rd St.

0' 100' 200' 300'



MAYOR AND COUNCIL COMMUNICATION

DATE: May 17, 2016

REGULAR

ITEM #: 25

MOTION

AGENDA ITEM: Library Parking Lot

SUBMITTED BY: Kristina Handt, City Administrator

BACKGROUND:

The Library Board has been working on a parking lot design since last fall. They have vetted a couple different designs and settled on the concept B plan that is included in your packet. Brett Emmons and Library Director Nate Deprey met with City staff to discuss the process to move forward on May 10th.

ISSUE BEFORE COUNCIL:

Would the city cost share on the non-motorized portions of the project – sidewalks, planning for connection along north side of building, etc.? Would the City cost share in the overall project?

PROPOSAL DETAILS/ANALYSIS:

The library board is pursuing a design of the parking lot that will be a paved parking area along with green infrastructure features that will both improve water quality/quantity and downtown aesthetics/connectivity. They would like to promote & enhance the pedestrian/bike connectivity between Lk Elmo Ave. downtown and areas to the east (Lions Park, future senior housing, future development), as envisioned in the last downtown vision documents.

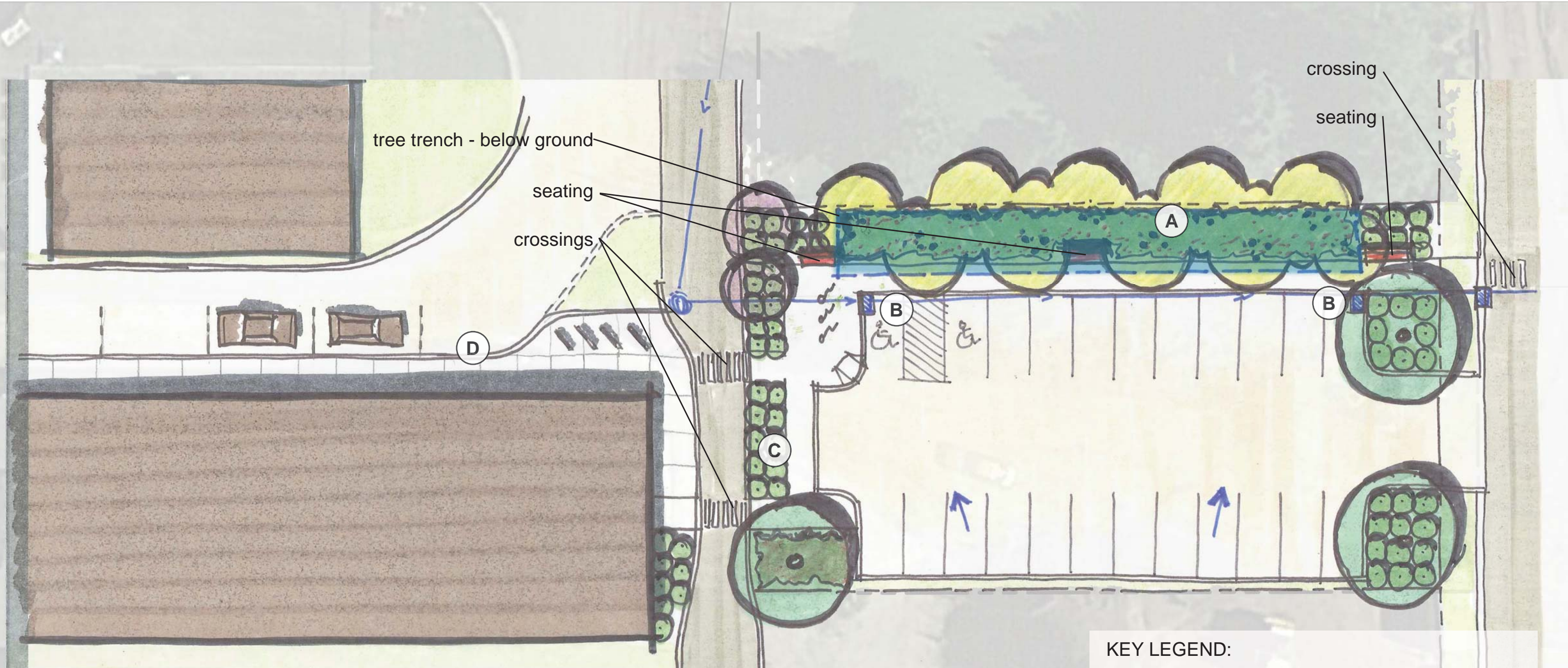
Since the Library Board feels the parking lot really does serve as a broader community resource for parking in the downtown area. So they would also like to request the city share in the cost of the parking lot as part of enhancing the downtown park users and businesses.

FISCAL IMPACT:

The estimated project costs are not known at this time but may be available at the meeting.

OPTIONS:

- 1) Agree to cost share in the entire project
- 2) Agree to cost share for non-motorized portions of the project such as the sidewalk and connection along the north of the building.
- 3) Do not agree to cost share



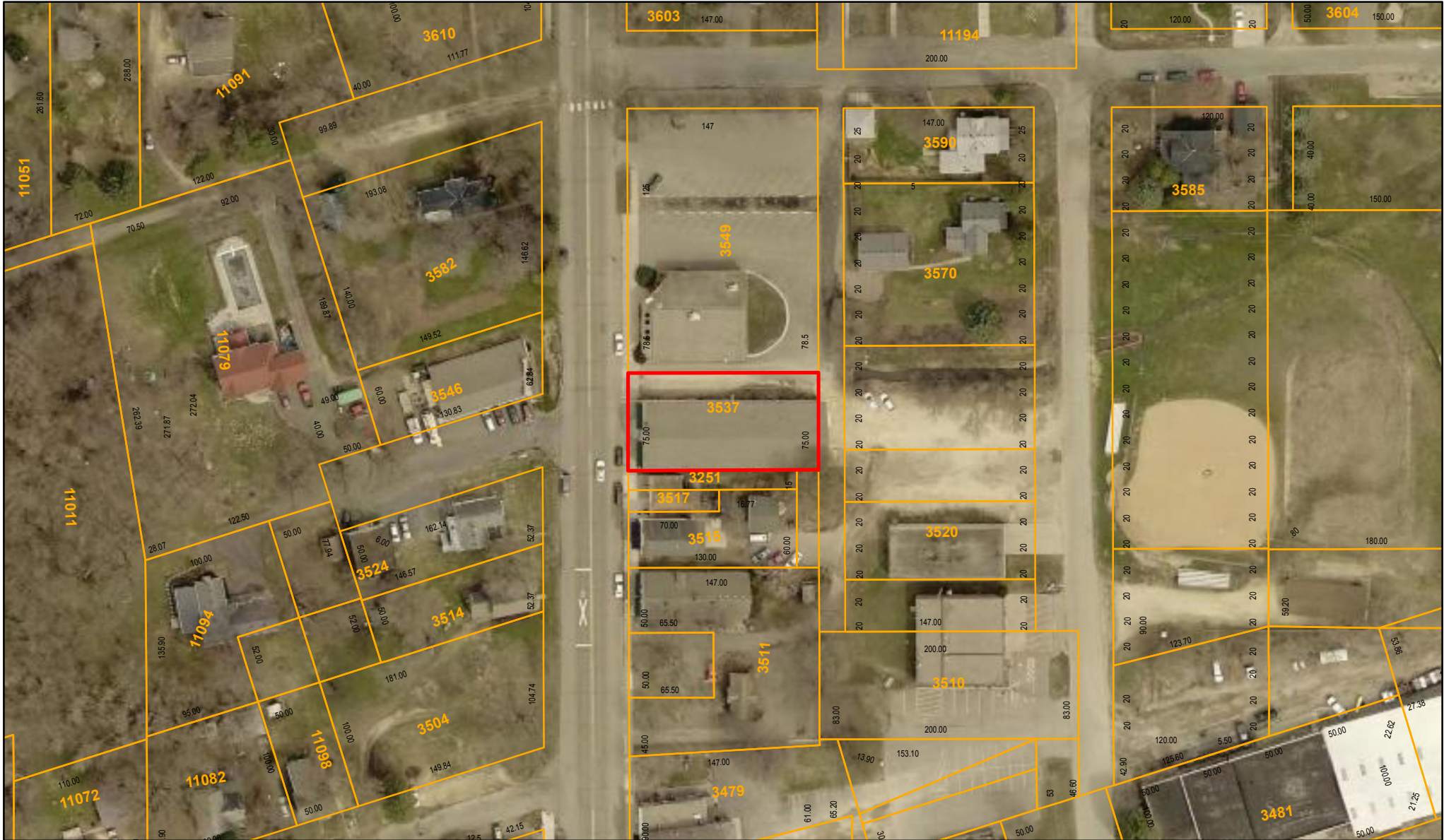
Revised parking lot and entry drive to capture stormwater and create enhance pedestrian environment. A tree trench will capture and store stormwater for infiltration and reuse by landscaping above.

- Approx. 1,700 cf + of treatment volume in tree trench
- Pedestrian connection from Lake Elmo Ave. to Lion's Park
- Potential to capture adjacent streets
- Benches, lighting, and furnishings improve pedestrian areas

KEY LEGEND:

- A** tree trench filters and cools runoff and provides irrigation for landscaping
- B** pretreatment catch basins protect tree trench and improves maintenance
- C** additional landscaping for traffic calming and aesthetics
- D** walkway, additional library parking, and bike racks enhance pedestrian connections

SCALE: 1"=20'
 0' 5' 10' 20' 40'



Parcel ID: 1302921230054

Parcel Address:
3537 LAKE ELMO AVE N, CITY OF LAKE ELMO



**MAP FOR REFERENCE ONLY
NOT A LEGAL DOCUMENT**



MAYOR AND COUNCIL COMMUNICATION

DATE: 5/17/16

REGULAR

ITEM #: 26

MOTION

AGENDA ITEM: Discussion: zoning text amendment to the permitted, conditional and interim land uses in the rural zoning districts.

SUBMITTED BY: Stephen Wensman, Planning Director

REVIEWED BY: Kristina Handt, City Administrator
Emily Becker, City Planner

BACKGROUND:

On December 15, 2015, Staff asked City Council to consider an ordinance amendment as it pertains to secondary dwellings, cemeteries, commercial stables, commercial kennels, golf courses, and agricultural sales in the Rural and Agricultural Zoning Districts. The City Council approved a motion to amend the Lake Elmo City Code with the intent to reverse changes made in October of 2013 as it pertains to these listed land uses in the rural districts. The motion read:

“TO APPROVE AN ORDINANCE AMENDMENT, AMENDING ARTICLE IX OF THE ZONING ORDINANCE REMOVING SECONDARY DWELLINGS, CEMETERY, COMMERCIAL KENNEL, COMMERCIAL STABLE, GOLF COURSE AND AGRICULTURAL SALES AS ALLOWABLE USES IN THE RURAL DISTRICTS”.

In effect, the motion removed each of the above mentioned land use categories from Article IX, Section 154.401, Table 9-1.

The ordinance has not been published as Staff is seeking clarification from the Council as to the intent of the ordinance as it relates to the impact.

ISSUE BEFORE COUNCIL:

To review the motion made on December 15, 2016, and the potential unintended consequence. If the Council wishes to revise its motion, staff has prepared an alternate motion.

PROPOSAL DETAILS/ANALYSIS:

On December 15, 2015 the City Council discussed the zoning text amendment related to the above mentioned land uses within the rural zoning districts. The Council’s expressed concern was that these uses were added to the Code in 2013 (Ordinance 08-173) without adequate discussion.

OLD CODE PRIOR TO OCTOBER 2013.

Prior to the approval of Ordinance 08-173, the RT Zoning District did not exist. The land uses Commercial Kennel and Commercial Stable did not exist by definition. Kennels and Stables did not differentiate between private and commercial.

Land Uses Prior to 10/2013

Land Use	Permitted/Conditional/Interim	Zoning District
Secondary Dwellings	Permitted Use	A-Agriculture
Cemeteries	Conditional Use	PF – Public-Semi Public
Golf Courses	Conditional Use	R-3 Manufactured Home Park District
Restricted Recreation (Commercial Recreation)	Conditional Use	A-Agriculture
Agricultural Sales Business	Permitted Use	RR - Rural Residential A -Agriculture

OCTOBER 2013 LAND USE CHANGES.

Ordinance 08-173, updated the Zoning Code by eliminating some zoning districts, created the RT-Rural Development Transitional zoning district, created some new land use categories such as Commercial Kennel and Commercial Stable, and assigned land uses to districts as P-permitted, C-conditional, or I-Interim uses. Agricultural Sales Business became an interim use in several districts.

	RT	A	RR	RS	RE
Residential District Uses					
Secondary dwelling	-	P	-	-	-
Cemetery	-	P	P	-	-
Commercial Kennel	C	C	C	-	-
Commercial Stable	-	C	-	-	-
Golf Course	-	C	-	-	-
Restricted Recreation	-	C	-	-	-
Agricultural Sales Business	I	I	I	-	-

After the City Council's December 15, 2015 motion to amend the zoning in the rural districts, Staff held off preparing the final draft of the amended ordinance and its publication in order to understand the motion approved by Council, its impact, and to inform the Council about what may have been unintended consequences, mainly that Agricultural Sales Businesses will no longer be a land use category in the Rural and Agricultural Zoning Districts. Motion made on December 15, 2015 struck all of the above mentioned land uses from Article IX, Section 154.401, Table 9-1. As a result of the ordinance amendment, existing agricultural sales businesses will be unable to renew their permits when they expire. The affected businesses are:

Name	IUP Expiration Date
Country Sun Farm and Greenhouses	July 2, 2023
Krueger Tree Farm	January 1, 2023

The attached zoning text amendment strikes secondary dwelling, cemetery, commercial kennel, commercial stable, golf courses and agricultural sales business from Article IX, Section 154.401, Table 9-1, consistent with the City Council motion made on December 15, 2015.

Staff has prepared an alternate ordinance that would strike the above mentioned land uses from the Rural Districts, but keeping "agricultural sales business" as an interim use.

FISCAL IMPACT:

None

OPTIONS:

The City Council has the following options:

- 1) Reaffirm the motion made on December 15, 2017, and make the following motion in support of summary publication:
"Move to approve Resolution 2016-46 approving the summary publication of Ordinance 08-136 striking secondary dwelling, cemetery, commercial kennel, commercial stable, golf courses and agricultural sales business from Article IX, Section 154.401, Table 9-1".

Or,

- 1) Amend the motion of approval for the zoning text amendment keeping Agricultural Sales Businesses an interim use in the Rural and Agricultural Districts with the following motion:
"Move to approve Ordinance 08-136 Amending Article IX of the Zoning Ordinance, striking the land use categories: secondary dwelling, cemetery, commercial kennel, commercial stable and golf course, from Section 154.401, Table 9-1., and leaving agricultural sales business as an interim use"
- 2) ***"Move to approve Resolution 2016-46 approving the summary publication of the zoning text amendment as it pertains to secondary dwellings, cemeteries, commercial stables, commercial***

kennels, and golf courses, in Rural and Agricultural Districts (leaving agricultural sales business as an interim use)”.

RECOMMENDATION:

Staff recommends the City Council reconsider the motion to amend the City of Lake Elmo as it pertains to secondary dwellings, cemeteries, commercial stables, commercial kennels, golf courses, and agricultural sales in the Rural and Agricultural Zoning Districts with the following actions (Resolutions for summary publications require a 4/5 vote):

- 1) ***“Moved to approve Ordinance 08-136 Amending Article IX of the Zoning Ordinance, striking the land use categories: secondary dwelling, cemetery, commercial kennel, commercial stable and golf course, from Section 154.401, Table 9-1., and leaving agricultural sales business as an interim use”***
- 2) ***“Move to approve Resolution 2016-46 approving the summary publication of the zoning text amendment as it pertains to secondary dwellings, cemeteries, commercial stables, commercial kennels, and golf courses, in Rural and Agricultural Districts (leaving agricultural sales businesses as an interim use)”.***

If the City Council intended to remove Agricultural Sales Business from Section 154.401, Table 9-1, Staff recommends the following motion (Resolutions for summary publications require a 4/5 vote):

- 1) ***“Move to approve Resolution 2016-46 approving the summary publication of Ordinance 08-136 striking secondary dwelling, cemetery, commercial kennel, commercial stable, golf courses and agricultural sales business from Article IX, Section 154.401, Table 9-1”.***

ATTACHMENTS:

- Ordinance 08-136a Amending Article IX of the Zoning Ordinance, striking the land use categories: secondary dwelling, cemetery, commercial kennel, commercial stable and golf course, from Section 154.401, Table 9-1., and leaving agricultural sales business as an interim use
- Ordinance 08-136b Amending Article IX of the Zoning Ordinance, striking the land use categories: secondary dwelling, cemetery, commercial kennel, commercial stable, golf course, and agriculture sales business from Section 154.401, Table 9-1.
- Resolution 2016-46a approving the summary publication of the zoning text amendment as it pertains to secondary dwellings, cemeteries, commercial stables, commercial kennels, and golf courses, in Rural and Agricultural Districts (leaving agricultural sales businesses as an interim use)
- Resolution 2016-46b approving the summary publication of Ordinance 08-136b striking secondary dwelling, cemetery, commercial kennel, commercial stable, golf courses and agricultural sales business from Article IX, Section 154.401, Table 9-1”.

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

ORDINANCE NO. 08-136a

AN ORDINANCE AMENDING SECTION 154.401 OF THE LAKE ELMO CITY CODE TO AMEND PERMITTED, CONDITIONAL AND INTERIM USES IN THE RURAL ZONING DISTRICTS

The City Council of the City of Lake Elmo hereby ordains that Section 154.401, Table 9-1 is hereby amended to read as follows:

§ 154.401 PERMITTED ,CONDITIONAL AND INTERIM USES.

Table 9-1 lists all permitted and conditional uses allowed in the rural districts. “P” indicates a permitted use, “C” a conditional use, and “I” an interim use. Uses not so indicated shall be considered prohibited.

Cross-references listed in the table under “Standards” indicate the location within this Ordinance of specific development standards that apply to the limited use.

A. *Combinations of uses.* Principal and accessory uses may be combined on a single parcel.

Table 9.1: Permitted, Conditional and Interim Uses, Rural Districts

	RT	A	RR	RS	RE	Standard
Residential Uses						
Household Living						
Single-family detached dwelling	P	P	P	P	P	154.404,
Services						
Self Service Storage Facility	a	a	-	-	-	154.404.G
Outdoor Recreation						
Outdoor Recreation Facility	-	C	-	-	-	154.306.B
Parks and Open Areas	P	P	P	P	P	
Agricultural and Related Uses						
Agricultural Entertainment Business	I	I	I	-	-	154.306.B,154.914
Agricultural Production	P	P	P	-	-	
Agricultural Sales Business	I	I	I	-	-	154.110
Agricultural Services	C	C	-	-	-	154.404.J
Forestry Operations	-	P	-	-	-	

Table 9-1: Permitted Conditional and Interim Uses, Rural Districts

	RT	A	RR	RS	RE	Standard
Greenhouses, Non Retail	C	C	C	-	-	
Wayside Stand	P	P	P	-	-	154.454.D
Industrial and Extractive Uses						
Motor Freight and Warehousing	a	-	-	-	-	154.404.G
Accessory Uses						
Bed and Breakfast	C	C	C	-	-	154.310
Domestic Pets	P	P	P	P	P	
Family Day Care	P	P	P	P	P	
Home Occupation	P	P	P	P	P	
Kennel, Private	C	C	C	-	-	154.404.I
Solar Equipment	P	P	P	P	P	154.310.C
Stable, Private	C	C	C	-	-	
Swimming Pools, Hot Tubs, Etc.	P	P	P	P	P	
Temporary Sales	P	P	P	P	P	
Water-Oriented Accessory Structures	P	P	P	P	P	
Other Structures Typically Incidental and Clearly Subordinate to Permitted Uses	P	P	P	P	P	
Commercial Wedding Ceremony Venue	I	I	I			
Open Space Preservation Development						
OP Development	-	C	C	-	-	154.650
OP-Alt Development	-	C	C	-	-	154.700

Notes to Rural Districts Table 9-1

- a. Non-Agricultural Low Impact Use (see 154.404.G)

Note: Standards listed in Table 9-1 are listed by Article, Section and Subsection.

(Ord. 08-073, passed 3-19-2013)

(Ord. 08-107, passed 5-6-2014)

Effective Date

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

Adoption Date

This Ordinance No. 08-___ was adopted on this 15 day of December, 2015, by a vote of 3 Ayes and 2 Nays.

Mayor Mike Pearson

ATTEST:

Julie Johnson
City Clerk

This Ordinance No. 08-136 was published on the ____ day of _____, 2016.

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

RESOLUTION NO. 2016-46a

**RESOLUTION AUTHORIZING PUBLICATION OF ORDINANCE 08-136 BY TITLE
AND SUMMARY**

WHEREAS, the City Council of the City of Lake Elmo has adopted Ordinance No. 08-136, an ordinance to amend the Permitted, Conditional and Interim Uses in the Rural Districts, Chapter 154, Article VIII, Section 154.401.

WHEREAS, the ordinance is lengthy; and

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

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

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

Public Notice

The City Council of the City of Lake Elmo has adopted Ordinance No. 08-136, which amends Chapter 154, Article VIII, Section 154.401. The revised ordinance amends Table 9-1, Permitted and Conditional Uses with the following changes:

- Strikes striking secondary dwelling, cemetery, commercial kennel, commercial stable, and golf courses from Article IX, Section 154.401, Table 9-1

The full text of Ordinance No. 08-136 is available for inspection at Lake Elmo city hall during regular business hours.

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

Dated: May 17, 2016

Mayor Mike Pearson

ATTEST:

Julie Johnson, City Clerk

(SEAL)

The motion for the adoption of the foregoing resolution was duly seconded by member _____ and upon vote being taken thereon, the following voted in favor thereof:
and the following voted against same:

Whereupon said resolution was declared duly passed and adopted.

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

ORDINANCE NO. 08-136b

AN ORDINANCE AMENDING SECTION 154.401 OF THE LAKE ELMO CITY CODE TO AMEND PERMITTED, CONDITIONAL AND INTERIM USES IN THE RURAL ZONING DISTRICTS

The City Council of the City of Lake Elmo hereby ordains that Section 154.401, Table 9-1 is hereby amended to read as follows:

§ 154.401 PERMITTED ,CONDITIONAL AND INTERIM USES.

Table 9-1 lists all permitted and conditional uses allowed in the rural districts. “P” indicates a permitted use, “C” a conditional use, and “I” an interim use. Uses not so indicated shall be considered prohibited.

Cross-references listed in the table under “Standards” indicate the location within this Ordinance of specific development standards that apply to the limited use.

A. *Combinations of uses.* Principal and accessory uses may be combined on a single parcel.

Table 9.1: Permitted, Conditional and Interim Uses, Rural Districts

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Services						
Self Service Storage Facility	a	a	-	-	-	154.404.G
Outdoor Recreation						
Outdoor Recreation Facility	-	C	-	-	-	154.306.B
Parks and Open Areas	P	P	P	P	P	
Agricultural and Related Uses						
Agricultural Entertainment Business	I	I	I	-	-	154.306.B,154.914
Agricultural Production	P	P	P	-	-	
Agricultural Services	C	C	-	-	-	154.404.J
Forestry Operations	-	P	-	-	-	

Table 9-1: Permitted Conditional and Interim Uses, Rural Districts

	RT	A	RR	RS	RE	Standard
Greenhouses, Non Retail	C	C	C	-	-	
Wayside Stand	P	P	P	-	-	154.454.D
Industrial and Extractive Uses						
Motor Freight and Warehousing	a	-	-	-	-	154.404.G
Accessory Uses						
Bed and Breakfast	C	C	C	-	-	154.310
Domestic Pets	P	P	P	P	P	
Family Day Care	P	P	P	P	P	
Home Occupation	P	P	P	P	P	
Kennel, Private	C	C	C	-	-	154.404.I
Solar Equipment	P	P	P	P	P	154.310.C
Stable, Private	C	C	C	-	-	
Swimming Pools, Hot Tubs, Etc.	P	P	P	P	P	
Temporary Sales	P	P	P	P	P	
Water-Oriented Accessory Structures	P	P	P	P	P	
Other Structures Typically Incidental and Clearly Subordinate to Permitted Uses	P	P	P	P	P	
Commercial Wedding Ceremony Venue	I	I	I			
Open Space Preservation Development						
OP Development	-	C	C	-	-	154.650
OP-Alt Development	-	C	C	-	-	154.700

Notes to Rural Districts Table 9-1

- a. Non-Agricultural Low Impact Use (see 154.404.G)

Note: Standards listed in Table 9-1 are listed by Article, Section and Subsection.

(Ord. 08-073, passed 3-19-2013)

(Ord. 08-107, passed 5-6-2014)

Effective Date

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

Adoption Date

This Ordinance No. 08-136 was adopted on this 15 day of December, 2015, by a vote of 3 Ayes and 2 Nays.

Mayor Mike Pearson

ATTEST:

Julie Johnson
City Clerk

This Ordinance No. 08-136 was published on the ____ day of _____, 2016.

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

RESOLUTION NO. 2016-46b

**RESOLUTION AUTHORIZING PUBLICATION OF ORDINANCE 08-136 BY TITLE
AND SUMMARY**

WHEREAS, the City Council of the City of Lake Elmo has adopted Ordinance No. 08-136, an ordinance to amend the Permitted, Conditional and Interim Uses in the Rural Districts, Chapter 154, Article VIII, Section 154.401.

WHEREAS, the ordinance is lengthy; and

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

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Lake Elmo, that the City Clerk shall cause the following summary of Ordinance No. 08-136 to be published in the official newspaper in lieu of the entire ordinance:

Public Notice

The City Council of the City of Lake Elmo has adopted Ordinance No. 08-136, which amends Chapter 154, Article VIII, Section 154.401. The revised ordinance amends Table 9-1, Permitted and Conditional Uses with the following changes:

- Strikes striking secondary dwelling, cemetery, commercial kennel, commercial stable, golf courses and agriculture sales business from Article IX, Section 154.401, Table 9-1

The full text of Ordinance No. 08-136 is available for inspection at Lake Elmo city hall during regular business hours.

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

Dated: May 17, 2016

Mayor Mike Pearson

ATTEST:

Julie Johnson, City Clerk

(SEAL)

The motion for the adoption of the foregoing resolution was duly seconded by member _____ and upon vote being taken thereon, the following voted in favor thereof:
and the following voted against same:

Whereupon said resolution was declared duly passed and adopted.



MAYOR AND COUNCIL COMMUNICATION

DATE: May 17, 2016

REGULAR

ITEM #: 27

MOTION

AGENDA ITEM: Shared Services and Fire Dept Staffing

SUBMITTED BY: Kristina Handt, City Administrator

BACKGROUND:

In response to the recent reports about delayed fire response and limited staffing available for calls at certain times, Council members Fliflet and Lundgren are requesting staff look into some shared services with other departments and/or staffing changes within Lake Elmo Fire (such as the expansion of duty crews).

As we have done with other issues, staff is bringing this to the Council for direction before embarking on this task.

ISSUE BEFORE COUNCIL:

Should staff research and prepare info for presentation to the Council and/or Public Safety Committee regarding shared, automatic or direct service agreements and department staffing options?

PROPOSAL DETAILS/ANALYSIS:

Staff is being asked to look into options to address staffing shortages in the Fire Department. This could include reviewing the shared services study from 2011, exploring direct aid agreements with other communities, or automatic aid once the County Tiburon system is finally implemented. In addition, the City could explore different staffing structures such as expanded duty crews, hiring part time firefighters to be at the station as other communities do, or reviewing recruitment efforts. This is not an exhaustive list and staff is not prepared to talk about the details at this time but given Council direction we will research more fully the options.

The results of staff research could be shared with the Council and/or the Public Safety Committee at a future work session or joint meeting.

OPTIONS:

- 1) Direct staff to research shared services or other agreements and staffing options for the Fire Department and report back to the Council
- 2) Direct staff to research shared services or other agreements and staffing options for the Fire Department and report back to a joint meeting of the Public Safety Committee and Council
- 3) Do not direct staff to research these issues

RECOMMENDATION:

Per Council members Fliflet and Lundgren, *Motion to direct staff to research shared services or other agreements and staffing options for the Fire Department*