



STAFF REPORT

DATE: 1/16/18

REGULAR

AGENDA ITEM: #17

TO: City Council

FROM: Emily Becker, Planning Director

ITEM: Wyndham Village Subdivision Sketch Plan Review and Comprehensive Plan Amendment

REVIEWED BY: Ben Gozola, Consultant City Planner
Jack Griffin, City Engineer

BACKGROUND:

The Council considered a proposed Subdivision Sketch Plan Review and Comprehensive Plan Amendment to re-guide the development area from Rural Single Family to Village Low Density Residential for the proposed development Wyndham Village at its November 21, 2017 meeting. The Council did not feel comfortable with allowing the proposed density increase because it was felt that the sketch plan did not propose sufficient backyards.

REVIEW/ANALYSIS:

Usable Backyard Issue. The developer has revised the proposed sketch plan that was previously submitted to the Council for review. The previous sketch plan did not provide backyards that the City had felt were usable, as a 66 foot wide Northern Natural Gas Easement ran along the majority of the backyards of the lots to the west of Liberty Court North. The revised plan reduces the number of proposed lots from 13 to 10, reducing the proposed density from 2.17 units per acre to 1.67 units per acre. Additionally, the developer has provided an exhibit which shows proposed building pad locations that show a 20 foot rear yard principal building setback from the Northern Natural Gas Easement. This exhibit shows that a pool and play set could reasonably fit within these backyards. The standard setback for properties located within the Village Low Density Residential Zoning District is 20 feet, and so Staff believes that so long as the lots in which the Northern Natural Gas Easement is located maintain a 20 foot principal building rear yard setback from the easement that these proposed lots will provide a sufficient rear yard.

Increased Density Issue. As mentioned above, the revised sketch plan reduces the proposed density from 2.17 units per acre to 1.67 units per acre. The allowed density within the Village Urban Low Density Residential land use is 1.5-2.49 units per acre, and the allowed density within the Rural Single Family Sewered land use category is 0.66-2 units per acre.

Greenbelt Buffer. The updated sketch plan increases the greenbelt buffer to the south of the development. The previously-provided buffer was only approximately 40 feet in width, and the applicant has increased the buffer to approximately 80 feet.

MUSA and Rural Single Family Sewered Land Use Option. The proposed development is within the Metropolitan Urban Service Area (MUSA), and sewer will be made available through Northport, the development to the north and east of the proposed development. Areas within the City that are included in the MUSA must be developed at an average of three units per acre. In 2016, the City created a new land use that is called Rural Single Family – Sewered. This land use is intended for properties that were platted for conventional subdivision prior to 2005 that have been (and will continue to be) serviced by private on-site well and septic systems, unless within the MUSA area. If within a MUSA, the City Council may consider connection to the sanitary sewer system where practical. While the property does have the option of being re-guided to this land use category, this option is not recommended by Staff for the following reasons:

- *Lot Size Variances Needed.* The smallest the lot sizes allowed would be 24,000 square feet, and the smallest lot size proposed in the revised plan is 11,184 square feet, with only one lot meeting the required minimum lot size. Therefore, variances would be required for most of the lots within the proposed subdivision.
- *Spot Zoning.* Additionally, Northport (the development to the north and east of the proposed development) is guided for Village Urban Low Density. This proposal would essentially be an extension of the Village Urban Low Density land use that currently exists. There are no properties adjacent to the proposed development that are guided for Rural Single Family Sewered, and therefore re-guiding the proposed development to Rural Single Family Sewered could be considered spot zoning.

If the Council does feel that the development should instead be re-guided to Rural Single Family Sewered, the requested Comprehensive Plan Amendment should be denied, as the public hearing advertised was specifically to re-guide the proposed development to Village Urban Low Density Residential. A new public hearing notice would need to be advertised. Staff has prepared a Resolution denying the proposed Comprehensive Plan Amendment that the Council may adopt if it so chooses.

Recommended Findings. Staff recommends the following findings in regards to the proposed Comprehensive Plan Amendment:

1. That the Applicant has submitted a request to amend the Comprehensive Plan in accordance with the procedures as established by the Lake Elmo Planning Department and Lake Elmo Planning Commission; and
2. That the request is to amend the Comprehensive Land Use Plan:
 - a. On page III-11, updating Table 3-B to reflect proposed increased acreage of Village Urban Low Density Residential and decreased acreage of Rural Single Family.
 - b. Updating Map 3-3 – the planned land use map.
3. That the proposed amendments are consistent with the overall goals and objectives of the Comprehensive Plan in that the Property is within the Metropolitan Urban Service Area.

Recommended Conditions of Approval. Staff recommends the following conditions in regards to the proposed Comprehensive Plan Amendment:

1. Submission of the Comprehensive Plan Amendment to the Metropolitan Council and the receipt of formal notification from the Metropolitan Council that its review has been completed and approved.
2. That the Applicant obtain Preliminary Plat approval from the City that meets the following:
 - a. Required densities of the Village Urban Low Density land use category.
 - b. Provides a sufficient Greenbelt Corridor as indicated in the Comprehensive Plan and approved by the City.
 - c. Provides usable rear yards for lots in which the Northern Natural Gas Company Easement (Document 384029) ("Northern Easement") is located, as determined by the City by maintaining a 20 foot principal building rear yard setback from the Northern Natural Gas Company Easement.
 - d. All other applicable standards including but not limited to City Engineer Design Standards, Valley Branch Watershed District requirements, and zoning standards.

FISCAL IMPACT:

There would be no fiscal impact to the City at this time, as the developer would be required to pay for any amendments needed to accommodate the increase in REC units. Concept Plan approval does not afford the applicant development rights. When the property develops, it will have urban services and will pay sewer and water connection charges, building permit fees and the like.

OPTIONS:

- Approve the proposed Comprehensive Plan Amendment re-guiding the proposed development to Village Urban Low Density Residential with Staff-recommended findings and conditions of approval.
- Amend Staff-recommended findings and conditions of approval for the proposed Comprehensive Plan Amendment re-guiding the proposed development to Village Urban Low Density Residential and approve with amended findings and conditions.
- Deny the proposed Comprehensive Plan Amendment with Staff-recommended findings.
- Amend Staff-recommended findings and conditions for denial of the proposed Comprehensive Plan Amendment re-guiding the proposed development to Village Urban Low Density Residential and deny with amended findings.

RECOMMENDATION:

Staff and Planning Commission are recommending approval of the proposed Comprehensive Plan Amendment to re-guide PID# 13.029.21.43.0001 from Rural Single Family to Village Urban Low Density, based on the recommended findings and conditions of approval.

“Move to adopt Resolution 2018-006 approving the proposed Comprehensive Plan Amendment to re-guide PID# 13.029.21.43.0001 from Rural Single Family to Village Urban Low Density, based on the recommended findings and conditions of approval.”

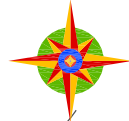
Alternatively, if the Council feels that the Comprehensive Plan Amendment should be denied, Staff has prepared a Resolution for denial with recommended findings.

“Move to adopt Resolution 2018-006 denying the proposed Comprehensive Plan Amendment to re-guide PID# 13.029.21.43.0001 from Rural Single Family to Village Urban Low Density, based on the recommended findings.”

Staff is recommending that the Council accept the revised Sketch Plan provided by JP Bush Homes for a 10 unit single family detached residential development of PID#13.029.21.43.0001.

ATTACHMENTS:

1. Revised Subdivision Sketch Plan
2. Building Pad Location Exhibit
3. Previous Council Packet Item from 11/21/2017
4. Resolution 2018-006 approving the proposed Comprehensive Plan Amendment
5. Resolution 2018-006 denying the proposed Comprehensive Plan Amendment



Landmark Surveying, Inc.

21090 Olinda Trail North
P.O. Box 65
Scandia, Minnesota 55073

Office number: 651-433-3421
Cell number: 651-755-5760
E-mail: inthefield@frontiernet.net

LOW DENSITY RESIDENTIAL - CONCEPT SUBDIVISION

Part of the Southwest Quarter of the Southeast Quarter of Section 13, Township 29 North, Range 21 West,
City of Lake Elmo, Washington County, Minnesota

Developer:



J.P. Bush
HOMES
1980 *Quasiar The South*
Lakeland, Minnesota 55043

Property Owner:

James R. McLeod Revocable Trust
11580 30th Street North
Lake Elmo, Minnesota 55042

PID:13.029.21.43.0001

TOTAL PARCEL AREA = 5.9 acres ±

Proposed Lots = 10

Existing Zoning = RS - RURAL SINGLE FAMILY

Proposed Zoning - LDR - URBAN LOW DENSITY RESIDENTIAL

Property Description:

Quit Claim Deed, Document No. 3102032

Sec 13 Twp 029 Range 021

The east 460.50 feet of the west 1273.00 feet of the south 498.60 feet,
and also the east 139.50 feet of the west 812.50 feet of the south
219.30 feet of the SW 1/4 of SE 1/4 of Section 13, Township 29,
Range 21

Concept Notes:

Building locations were traced from aerial photography.

Contours are at 2 foot intervals and derived from data provided by the Minnesota
Department of Natural Resources and data per the preliminary plat of Northport.

See SHEET 2 OF 2 - PROPOSED LOT DETAIL - EXHIBIT A for details of proposed
Lot 8, Proposed Lot 9 and Proposed Lot 10.

OFFICIAL COPIES OF THIS MAP ARE CRIMP SEALED

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

Landmark Surveying, Inc.

mil Horak

Milo B. Horak, Minnesota License No. 52577

REVISED: OCTOBER 11, 2017

REVISED: NOVEMBER 20, 2017

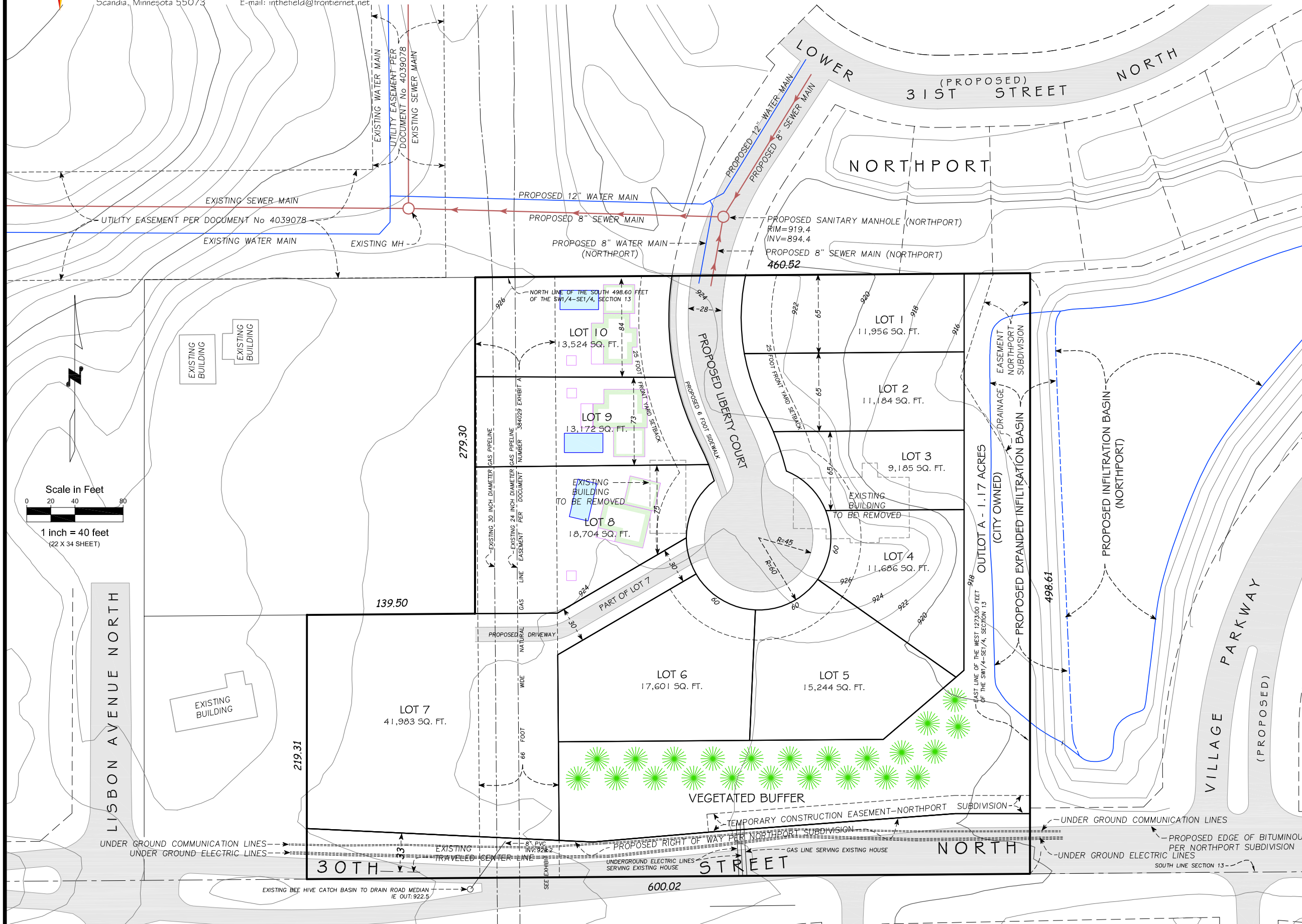
REVISED: JANUARY 03, 2018

June 01, 2017

Date

Job No. 2016-70

SHEET 1 OF 2



LOW DENSITY RESIDENTIAL - CONCEPT SUBDIVISION
PROPOSED LOT DETAIL - EXHIBIT A

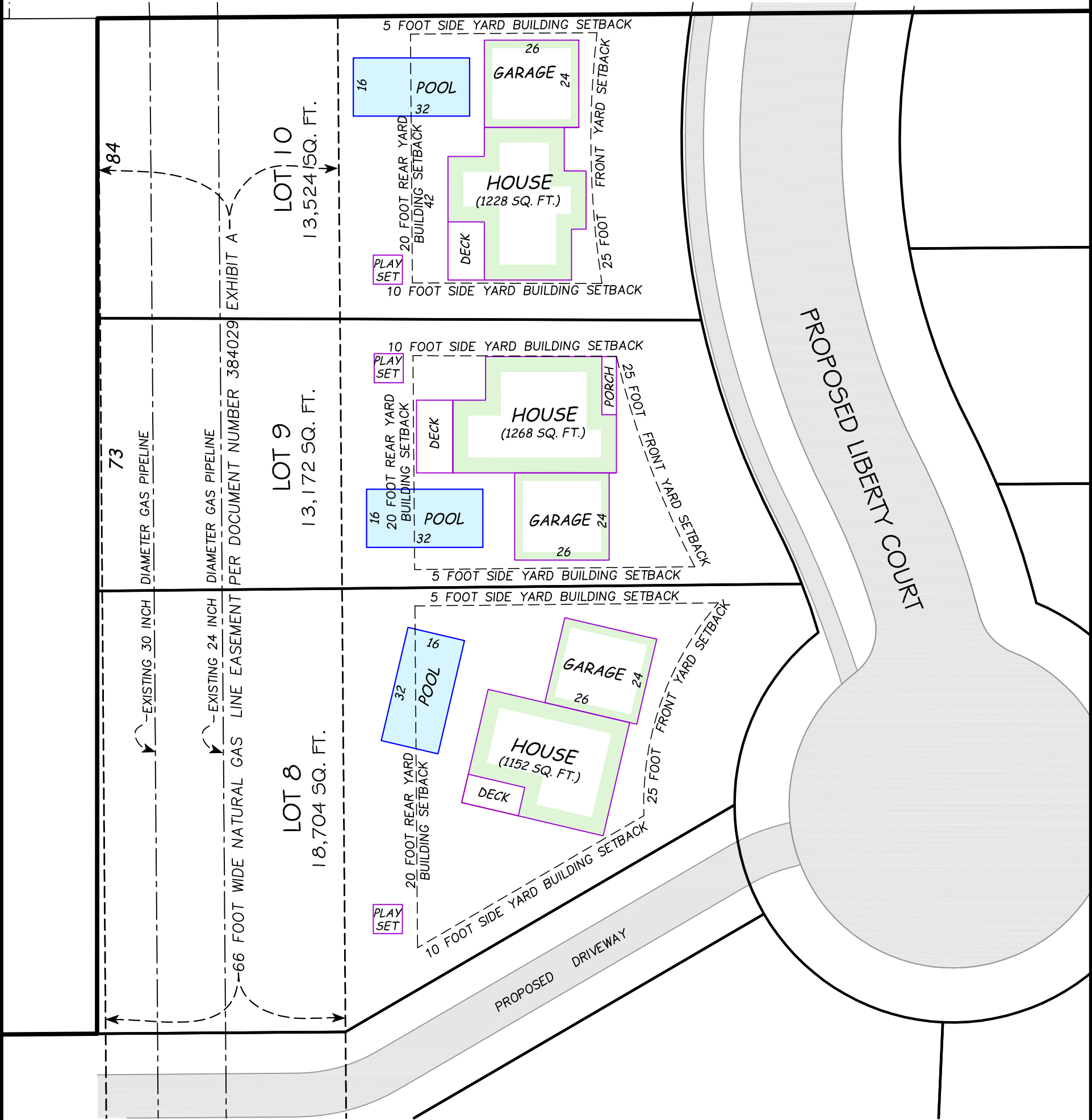
Part of the Southwest Quarter of the Southeast Quarter of Section 13, Township 29 North, Range 21 West,
City of Lake Elmo, Washington County, Minnesota

-- PROPOSED LOT AREAS --
EXCLUDING GAS LINE EASEMENT

LOT 8 = 10,430 SQUARE FEET
LOT 9 = 8,170 SQUARE FEET
LOT 10 = 8020 SQUARE FEET

PLAN NOTES:

This Exhibit A is a detail of proposed Lot 8, proposed Lot 9 and proposed Lot 10 per Low Density Residential Concept Subdivision by Landmark Surveying, Inc, dated June 01, 2017, REVISED October 11, 2017, REVISED November 20, 2017 and REVISED January 03, 2018.



Scale in Feet
0 15 30
1 inch = 30 feet



OFFICIAL COPIES OF THIS MAP ARE CRIMP SEALED

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

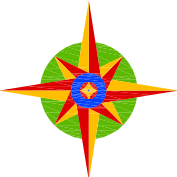
Landmark Surveying, Inc.

Milo B. Horak

Milo B. Horak, Minnesota License No. 52577

January 03, 2018

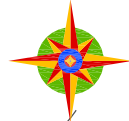
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SHEET 2 OF 2



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Landmark Surveying, Inc.

mil Horak

Milo B. Horak, Minnesota License No. 52577

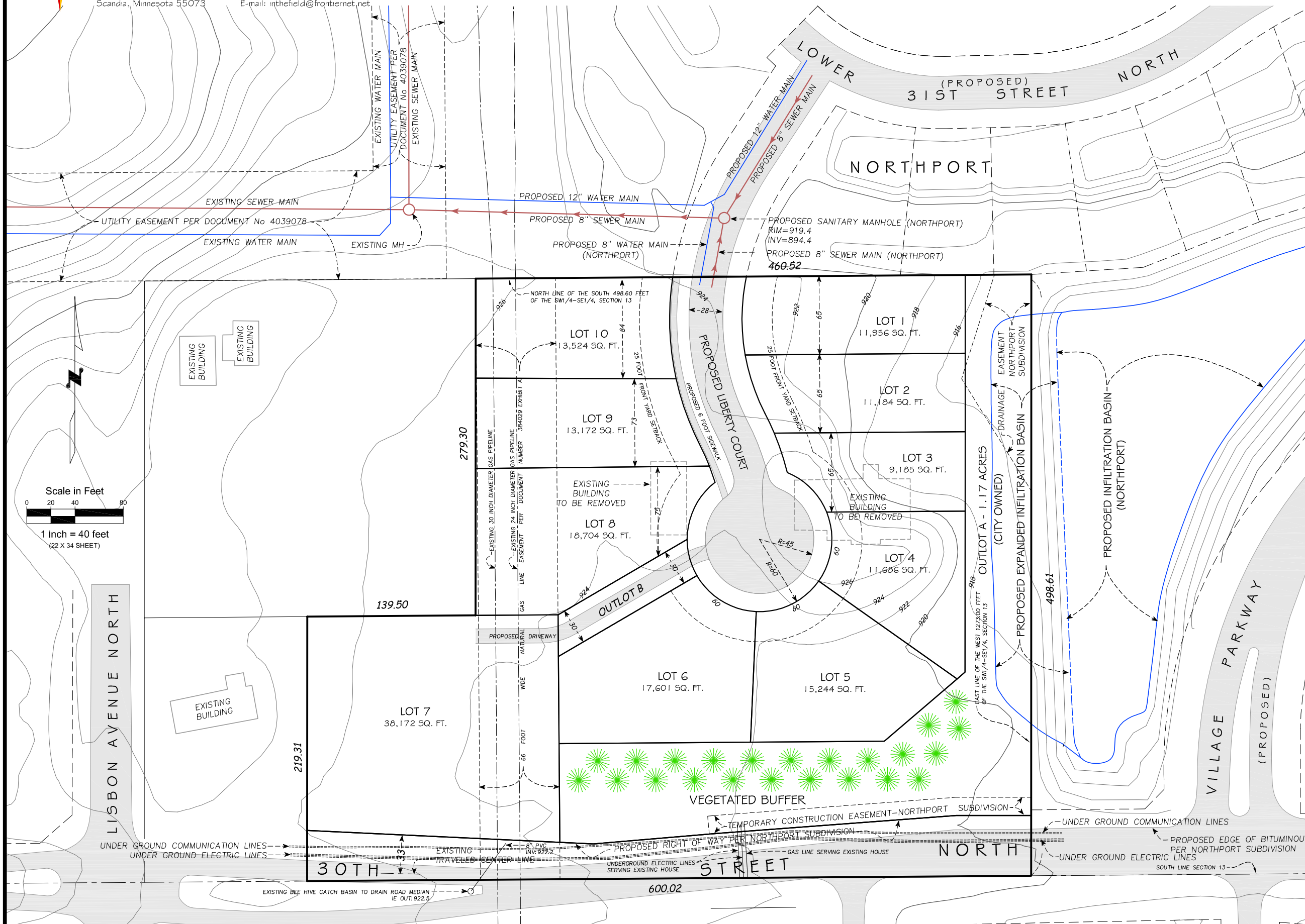
REVISED: OCTOBER 11, 2017

REVISED: NOVEMBER 20, 2017

June 01, 2017

Date

Job No. 2016-70





STAFF REPORT

DATE: 11/21/17

REGULAR

AGENDA ITEM: 15

TO: City Council

FROM: Emily Becker, Planning Director

ITEM: Wyndham Village Subdivision Sketch Plan Review and Comprehensive Plan Amendment

REVIEWED BY: Ben Gozola, Consultant City Planner
Jack Griffin, City Engineer

BACKGROUND:

The Council is being asked to review a Sketch Plan for a proposed residential subdivision to the southwest of Northport (formerly known as Village Park Preserve) and immediately north of the Heritage Farm. The sketch plan includes 13 single-family residential detached homes on a total site area of 5.97 acres. A Sketch Plan review requires no formal action by the Planning Commission. The applicant is also requesting a Comprehensive Plan Amendment to re-guide the proposed development area from Rural Single Family to Urban Low Density. The aforementioned request requires review, a public hearing and recommendation to the Council.

General Information

Applicant: JP Bush Homes, 1980 Quasar Ave S, Lakeland, MN 55043

Property Owners: James McLeod, 11580 30th St N, Lake Elmo, MN 55042

Location: Part of the southwest quarter of the southeast quarter of Section 13, Township 29 North, Range 21 West

PID: 13-029-21-43-0001

Request: Sketch Plan Review

Existing Land Use: Vacant

Existing Zoning: RS – Rural Single Family

Surrounding Area: North – Northport (Urban Low Density Residential); East – Northport (Urban Low Density Residential); West – Rural Single Family Residential; South – the Homestead (Open Space Preservation Development)

Comprehensive Plan: Rural Single Family Density Residential (0.66-2 units per acre)

Proposed Zoning: LDR – Urban Low Density Residential (2.5 - 4 units per acre)

History: The property has long been used as a single family detached dwelling unit

<i>Deadline for Action:</i>	Application Complete – 10/20/2017 60 Day Timeline – 12/19/2017 Extension Sent – N/A
<i>Applicable Regulations:</i>	Article XII – Urban Residential Districts (LDR) Chapter 153: Subdivision Regulations

REVIEW/ANALYSIS:

SUBDIVISION SKETCH PLAN REVIEW

Sketch Plan Review Process. The Lake Elmo Subdivision Ordinance specifies that as part of the pre-application process for a new subdivision, the applicant must first submit a Sketch Plan for review by the City. The Ordinance notes that the purpose of the Sketch Plan review is as follows:

***Sketch plan.** In order to ensure that all applicants are informed of the procedural requirements and minimum standards of this chapter and the requirements or limitations imposed by other city ordinances or plans, prior to the development of a preliminary plat, the subdivider shall meet with the Planning Commission and prepare a sketch plan which explains or illustrates the proposed subdivision and its purpose. The Planning Commission shall accept the information received, but take no formal or informal action which could be construed as approval or denial of the proposed plat.*

Based on this wording, the Council is not being asked to take any formal action as part of the Sketch Plan Review other than to accept the information received. Staff has completed an internal review of the Sketch Plan, and general comments from Staff are included in this memorandum and applicable attachment.

Sketch Plan Review. The Staff review comments that follow are all based on conducting a very high level review of the Sketch Plan since there is not a lot of detailed information that is required at this stage in the subdivision process. Staff has instead focused on the bigger picture items and those things that would otherwise not allow the development to move forward if they contrasted with elements from the Comprehensive Plan or the City Code.

Comprehensive Plan Amendment Required. The Property is currently guided for the Rural Single Family land use, which allows a density of 0.66-2 units per acre. Because the Applicant is proposing a density of 2.17 units per acre, a Comprehensive Plan Amendment would be required in order to allow for a higher density. The Applicant has submitted a formal application, and this request is discussed later in this report.

Zoning Map Amendment. If the proposed Comprehensive Plan Amendment is approved, the property will need to be rezoned during Preliminary Plat approval. The properties to the north and east of the subject parcel are guided for Village Urban Low Density (V-LDR) and have been rezoned to Urban Low Density Residential. This was because when these properties received Preliminary Plat approval, there did not exist a Village Urban Low Density zoning district. The V-LDR ordinance was created on 5/26/17, and so while this property could be rezoned to V-LDR, Staff would recommend that the property be re-zoned similarly to those of adjacent properties in order to avoid spot zoning. The Zoning Code states that densities within the Urban Low Density Zoning District shall range from two 2 to 4 units per acre; however, the overall density for a specific development area must be consistent with the net densities specified in the Comprehensive Plan.

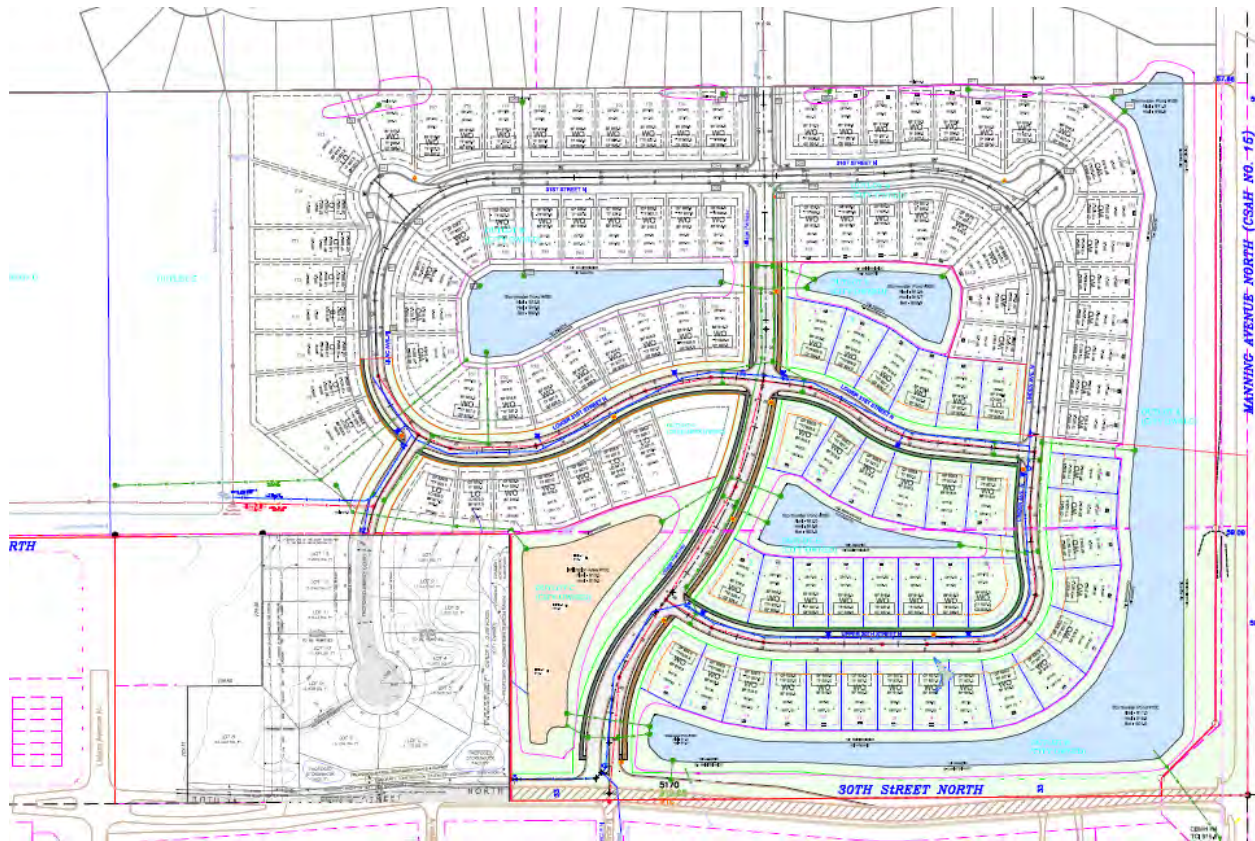
Because the proposed density of the development is consistent with both the Comprehensive Plan and is within 2 to 4 units per acre, it would be appropriate to rezone the development area to Urban Low Density Residential.

Land Use. The proposed land use within the development are single family detached homes, which are a permitted use within the Urban Low Density Residential zoning district.

Greenbelt Corridor. As previously mentioned, the Comprehensive Plan indicates that a greenbelt corridor should be established on the southern border of the proposed development. The greenbelt corridor is meant to serve as a transitional area between future sewered growth within the Village and existing rural development. The Comprehensive Plan states the following in regards to the greenbelt corridor.

“Greenbelt Corridors. Greenbelt Corridors run along the perimeter of proposed development and serve as transitional areas between future sewered growth within the Village and existing rural development. The corridor may be reduced if the design of the development includes the following: (1) a design that is mindful of the landscape features of the site, providing enhanced environmental benefit, (2) a design that is consistent with overall goals for the Village Land Use Plan, and (3) a design that meets the requirements of the underlying land use category of the parcel. At a minimum, the corridor shall be established and provided for by performance standards within the Zoning Code based upon the locations of the existing Village Boundary and area guided for commercial use in the northeastern portion of the Village. Not only will this provide a significant physical and visual amenity, but it will also encourage more residential development closer to the Village Center. Uses within the Greenbelt Corridor may include trails, passive recreation, public gathering spaces, natural areas, storm water management systems, natural water courses, small-scale or community oriented agricultural activities and other amenities intended for aesthetic enjoyment.”

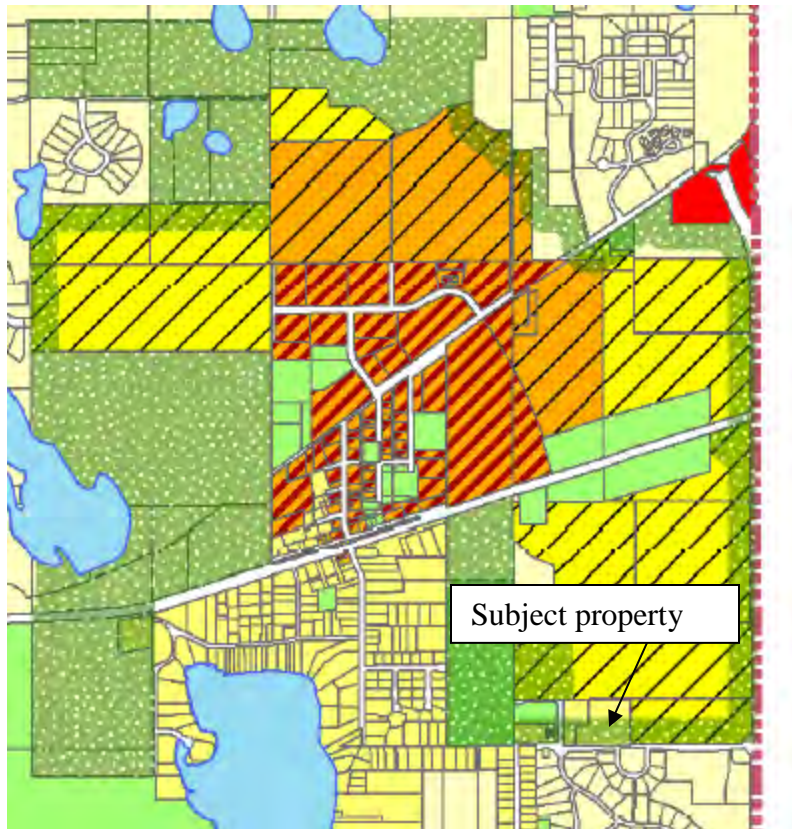
The above language does not indicate an exact width requirement for the corridor, though it appears through using a scale on the land use map that the width of the corridor is 200 feet. The proposed width of the buffer at its narrowest for this development is 40 feet. The proposed buffer’s proposed use consists of a water treatment swale, which is an approved use as outlined above. Northport, to the east of the proposed development, had a buffer width of approximately 125 feet from the southern edge of the plat. The exhibit below shows how the lots within the proposed development extend further south than the Northport development.



It should be noted, however, that the Urban Residential Districts Article of the Zoning Code indicates the following in regards to required setbacks for lots within this area:

“C. Lots Adjacent to Public Greenway Corridors. On any lot that abuts a public greenway as depicted in the Comprehensive Plan the minimum setback for all structures, including accessory buildings, shall be the required rear yard setback for the district in which said structure is located.”

Additional Buffer/Screening Recommended. Because the buffer appears to encroach half way up the development as shown below, this requirement would not be able to be met with the proposed design. The southern boundary of the subdivision is along the north boulevard of 30th Street North and proposes two storm water ponds connected by a drainage swale. It is recommended that additional space be allocated at elevations higher than 30th Street to create a vegetative buffer between the lots and this collector street.

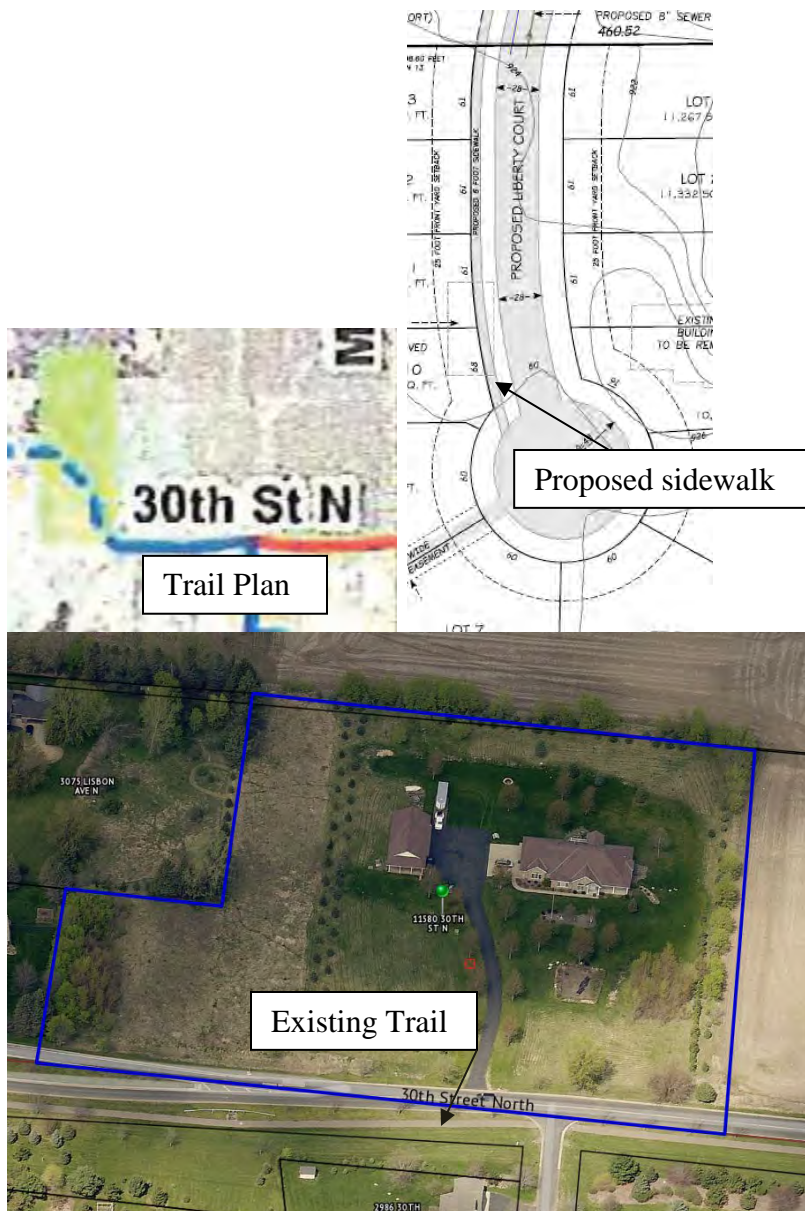


Lake Elmo Theming Study. The proposed development is within the Old Village Area. As the applicant prepares Preliminary Plans for the proposed subdivision, staff would recommend that various elements from the Lake Elmo Theming Study be included in the proposed plans.

Park Dedication. The proposed development is to the east of Reid Park. With recording of the Northport plat, the City received approximately an additional 12.5 acres of parkland for an extension of Reid Park. The Neighborhood Park Search Area map of the Comprehensive Plan's Parks and Recreation Plan does not identify this area for a neighborhood park. Therefore, Staff would not recommend that parkland be dedicated within this development and that the City accept fees in lieu of parkland dedication. Per the City's Subdivision Ordinance, 10% of the fair market value of the land will need to be paid as the parkland dedication fee. The fair market value of the land is determined by current market data, if available, or by obtaining an appraisal from a licensed real estate appraiser, and the subdivider is required to pay for the appraisal. In this case, if the owner of the property will be selling the land to the Applicant to be developed, there will be current market data available. If the owner is not selling the land, an appraisal to determine the fair market value will likely be required in order to determine the amount of parkland dedication the City will receive. The Parks Commission will review the proposed sketch plan on November 20, 2017.

Trails. No trails are being proposed within the development, only a sidewalk on the west side of Liberty Court North. There is already a trail along the south of 30th Street, and the developers of Northport will be constructing a segment of a trail from the southern edge of that development off Liberty Court North. This trail segment will not connect to the existing trails in Reid Park, however, as approved by Council. The City may extend this trail through to the existing trails in Reid Park in

the future. The City's trail plan indicates a trail along 30th Street North, which already exists on the south side of the street.



Access. Access to the proposed lots will be provided from Lower 31st Street North to the north of the subject property (part of the Northport development). Access to this parcel was pre-planned with the adjacent subdivision in order to preserve the proper access management along 30th Street North. The existing driveway will be eliminated as suggested by Staff. Access to the new Lot 8 is proposed to be provided via a 20 foot wide driveway easement off the cul-de-sac of Liberty Court North. The City Engineer is recommending this be changed to a 30 foot wide Outlot to be owned by Lot 8. This change will impact the configuration of Lots 7 and 9.

Streets. The proposed streets appear to be meeting the City's minimum standards:

- Liberty Court is proposed to be 28-feet wide within a 60-foot right-of-way;

- A 60 foot cul-de-sac right-of-way width is provided with a 45 foot pavement radius;
- The cul-de-sac length is proposed to be 510 feet long;
- There is a proposed sidewalk to the west of this street. The residential maximum longitudinal grade is 6% with a sidewalk which appears to be feasible. Potential connections to this sidewalk should be considered moving forward.
- Surmountable concrete curb and gutter needs to be installed in single family areas with future driveways.

The biggest issue of concern regarding streets is the fact that additional right-of-way must be dedicated along 30th Street North to ensure a minimum boulevard width of 16 feet is provided along the entire length of the plat. In addition to the right-of-way, a 10 foot utility corridor must also be reserved for small utilities. The proposed stormwater facilities cannot encroach into this utility corridor.

Utilities – Municipal Water Supply and Municipal Sanitary Sewer. Public water and sanitary sewer service will be extended to the site with the development of Northport. The preliminary plans will need to include detailed utility construction plans that meet City engineering standards.

Environmental Review. The proposed development is within the Village Alternative Urban Area Wide Review (AUAR), which was completed in order to address the expected cumulative environmental impacts associated with the anticipated growth and development within the Village.

Storm Water Management. The general drainage system should mimic the natural topography of the site in order to ensure a drainage system that provides positive stormwater drainage across the development. The proposed development area resides within the Valley Branch Watershed District (VBWD). City staff recommends early planning/coordination meetings with VBWD. The design of the storm water management systems must be compliant with the requirements of the State, VBWD, the City of Lake Elmo Storm Water Management Ordinance, and the City of Lake Elmo design standards manual. The applicant is advised to fully read and comprehend the City's storm water and erosion control ordinance since these standards are different, and in some cases more stringent, than the watershed district.

The storm water facilities must be platted as Outlots and deeded to the City for maintenance purposes and must fully incorporate the 100-year High Water Level, 10 foot maintenance bench and all maintenance access roads. The storm water ponds will not be allowed to encroach on to adjacent private lots. The storm sewer system shall be designed to maintain the City standard minimum pipe cover of 3.0 feet, and drain tile is required as part of the City standard street section at all localized low points in the street. All storm sewer pipe easements must be a minimum of 30 feet in width. No drainage and utility easement is shown for the storm sewer pipe along the Lot 5 and Lot 6 property line. It is likely that more land will need to be allocated for stormwater management. The preliminary grading plan shows pond encroachment on Lots 6 and 7, and additional pond depth will be required to meet City standards.

Grading restrictions along the Northern Natural Gas easement must be adhered to, and it is unclear how drainage within the Northern Natural Gas easement will be captured and conveyed to stormwater facilities. Additionally, Liberty Court drainage must be captured and treated on-site. Currently, a significant portion of the drainage is shown to be draining to the Northport subdivision,

and the stormwater management plan of this subdivision does not account for this additional impervious surface.

The ultimate discharge rate and location will be an important consideration. The stormwater management plan will need to address changes to the downstream drainage system to the extent alterations are proposed. Written permission from properties that are impacted and submitted will be required as part of the development application.

City Engineer Review. The City Engineer's review comments are found as part of the attachments to this report and are incorporated throughout the report.

Airport. The proposed development is not within the Lake Elmo Airport Existing Runway Protection Zones; however, the Metropolitan Airports Commission will be given the opportunity to review the proposed development with the Preliminary Plat application. Staff has distributed adjacent review to the Metropolitan Airports Commission (MAC) as part of the Comprehensive Plan Amendment request, but has not yet heard back from the MAC.

Lot Dimensions and Bulk Requirements. The proposed sketch plan appears to meet the lot dimensions and bulk requirements for the Urban Low Density Residential zoning district, as shown below:

Standard	Required	Proposed
Minimum Lot Area	8,000 square feet	9,600 square feet – 36,460 square feet (average of 13,225 square feet)
Minimum Lot Width	60 feet	60-205.5 feet*, ** *See the Access portion of this report – lot widths of Lots 7 and 9 may need to be reduced, possibly not meeting the 60 foot minimum standard. ** Lot 8 will have a lot width of approximately 205.5 feet of street frontage as the lot abuts 30 th Street North, even though access will be provided through the cul-de-sac of Liberty Court North.
Maximum Impervious Surface	40%	Unknown
Minimum Front Yard Setback	25 feet	Appears to be 25 feet (grading plan scale not provided)

Minimum Interior Sideyard Setback (principal buildings)	10 feet	Appears to be 8 feet on both sides in northerly lots (grading plan scale not provided); sideyard setback averaging has been allowed in the past
Minimum Interior Sideyard Setback (accessory structures)	5 feet	N/A
Minimum Corner Sideyard Setback	15 feet	N/A
Minimum Rear Yard Setback	20 feet	All required rear yard setbacks appear to be met (grading plan scale not provided)

Lot Easements. Lot easements (front, rear and side yard) need to be shown on the plan meeting City requirements.

Northern Natural Gas Easement. A Northern Natural Gas easement runs along the western side of lots 9 through 13, and bisects lot 8 before getting to 30th Street North. As two large diameter gas mains are located in the easement, there are heavy restrictions on what can be done in this area (i.e. no building, creating, constructing, or allowing to be built any hard surface road, building, or other structure; and no grading or other work without the written consent of Northern). The City has no ordinance that requires a buildable or even usable backyard, but it is a fact that should be disclosed to future buyers should this development move forward. Owners of these lots will likely not be able to have decks, pools, accessory structures, or even landscaping without prior written consent of Northern. The Applicant should consider the value of these lots and how they will communicate these restrictions, and will need to demonstrate how the easement will be delineated within the yards to prevent homeowners from encroaching into the easement.

Landscaping. The applicant has not provided any details concerning landscaping for the site, which must be submitted at the time of Preliminary Plat submission and will need to adhere to the City's Landscape Requirements. There are a number of existing trees on the property, and the project will be subject to the City's tree protection and replacement ordinance. Additionally, it is recommended that the Applicant provide sufficient landscaping along 30th Street North to provide a sufficient buffer

COMPREHENSIVE PLAN AMENDMENT

Current Land Use. The property is currently used as a single family detached dwelling and is currently guided for Rural Single Family Zoning with a Village Open Space Overlay greenbelt corridor on the southern border of the parcel. This land use has a guided density of 0.66-2 units

per acre. The Applicant and owner of the property would like to move the existing house to a lot to the west of the proposed development, and subdivide the remaining portion of the parcel in to 12 additional parcels.

Proposed Land Use and Density. The Comprehensive Plan Amendment proposes to re-guide the property to Village Urban Low Density, which will allow a density of 1.5-2-49 units per acre. The development site is 5.97 acres, and a total of 13 residential lots are being proposed, totaling a gross density of 2.17 units per acre. There are no wetlands, wetland buffers, public waters, or other areas that are protected from development by local ordinance on the property, and because there is no public parkland or protected open space proposed nor arterial road right-of-way, the net density of the development is expected to also be 2.17 units per acre.

MUSA and Rural Single Family Sewered Land Use Option. The proposed development is within the Metropolitan Urban Service Area (MUSA), and sewer will be made available through Northport, the development to the north and east of the proposed development. Areas within the City that are included in the MUSA must be developed at an average of three units per acre. In 2016, the City created a new land use that is called Rural Single Family – Sewered. This land use is intended for properties that were platted for conventional subdivision prior to 2005 that have been (and will continue to be) serviced by private on-site well and septic systems, unless within the MUSA area. If within a MUSA, the City Council may consider connection to the sanitary sewer system where practical. While the property does have the option of being re-guided to this land use category, the density of the proposed development is higher than the allowed density within the Rural Single Family land use category (0.66-2 units per acre), and so this land use would be inappropriate for this proposed development. If the property were to re-guide to Rural Single Family Sewered, the smallest the lot sizes allowed would be 24,000 square feet, which equates to a density of 1.8 units per acre.

Adjacent Land Use. Northport (the development to the north and east of the proposed development) is guided for Village Urban Low Density. This proposal would essentially be an extension of the Village Urban Low Density land use that currently exists. Properties to the west of the proposed development would remain guided for Rural Single Family and are also within the greenbelt buffer.

Recommended Findings. Staff recommends the following findings in regards to the proposed Comprehensive Plan Amendment:

1. That the Applicant has submitted a request to amend the Comprehensive Plan in accordance with the procedures as established by the Lake Elmo Planning Department and Lake Elmo Planning Commission; and
2. That the request is to amend the Comprehensive Land Use Plan:
 - a. On page III-11, updating Table 3-B to reflect proposed increased acreage of Village Urban Low Density Residential and decreased acreage of Rural Single Family.
 - b. Updating Map 3-3 – the planned land use map.
3. That the proposed amendments are consistent with the overall goals and objectives of the Comprehensive Plan in that the Property is within the Metropolitan Urban Service Area.

Recommended Conditions of Approval. Staff recommends the following conditions in regards to the proposed Comprehensive Plan Amendment:

1. Submission of the Comprehensive Plan Amendment to the Metropolitan Council and the receipt of formal notification from the Metropolitan Council that its review has been completed and approved.
2. That the Applicant obtain Preliminary Plat approval from the City that meets the following:
 - a. Required densities of the Village Urban Low Density land use category.
 - b. Provides a sufficient Greenbelt Corridor as indicated in the Comprehensive Plan and approved by the City.
 - c. Provides a usable rear yard for lots in which the Northern Natural Gas Company Easement (Document 384029) (“Northern Easement”) is located, as determined by the City; or receives approval from the City for required rear yards for lots in which the Northern Easement is located, in which building, creating, constructing, or allowing to be built any hard surface road, building, or other structure as well as altering the grade or permitting such alteration upon which Northern Natural Gas Company has reserved its Easement rights without the written consent of Northern.
 - d. All other applicable standards including but not limited to City Engineer Design Standards, Valley Branch Watershed District requirements, and zoning standards.

Planning Commission Review. The Planning Commission reviewed the proposed Subdivision Sketch Plan and Comprehensive Plan Amendment at its meeting on November 13, 2017 and had the following comments in regards to the proposed subdivision sketch plan:

- They saw issues with the proposed greenbelt corridor and felt that additional width or extensive landscaping was needed for the proposed subdivision.
- They saw definite issues with proposed location of the lots on the west of Liberty Court that are in conflict with the Northern Natural Gas Easement. They wished to see these lots have a usable backyard.
- The Comprehensive Plan Amendment made sense in that the subject property is adjacent to the V-LDR district and in the MUSA.

The Planning Commission recommended approval of the proposed Comprehensive Plan Amendment with a vote of 7-0.

FISCAL IMPACT:

There would be no fiscal impact to the City at this time, as the developer would be required to pay for any amendments needed to accommodate the increase in REC units. Concept Plan approval does not afford the applicant development rights. When the property develops, it will have urban services and will pay sewer and water connection charges, building permit fees and the like.

RECOMMENDATION:

Staff is recommending that the Planning Commission recommend approval of the proposed Comprehensive Plan Amendment to re-guide PID# 13.029.21.43.0001 from Rural Single Family to Village Urban Low Density, based on the recommended findings and conditions of approval.

“Move to recommend approval of the proposed Comprehensive Plan Amendment to re-guide PID# 13.029.21.43.0001 from Rural Single Family to Village Urban Low Density, based on the recommended findings and conditions of approval.”

Staff is recommending that the Planning Commission accept the Sketch Plan provided by JP Bush Homes for a 13 unit single family detached residential development of PID#13.029.21.43.0001.

ATTACHMENTS:

1. Application Forms
2. Narrative
3. Preliminary Grading and Drainage Plan
4. Subdivision Sketch Plan
5. City Engineer Review Memorandum 10/20/2017
6. Resolution 2017- Approving the Proposed Comprehensive Plan Amendment

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



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

LAND USE APPLICATION

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

Applicant: J.P. BUSH HOMES.
Address: 1980 QUASAR AVE S. LAKE LAND MN. 55043
Phone # 651-775-4222
Email Address: JOE@JOEBUSHMN.COM

Fee Owner: JAMES MCLEOD
Address: 11580 30TH ST. N. LAKE ELMO MN. 55042
Phone # 651-770-6884
Email Address: _____

Property Location (Address): 11580 30TH ST. N. LAKE ELMO MN 55042
(Complete (long) Legal Description: PID # 13.029.21.43.0001
PART OF THE SOUTHWEST QUARTER OF THE SOUTH EAST QUARTER OF
PID#: SECTION 13, TOWNSHIP 29 NORTH, RANGE 21 WEST, CITY OF
LAKE ELMO, WASHINGTON COUNTY MINNESOTA

Detailed Reason for Request: ATTACH EXISTING OWNERS (MCLEOD) PROPERTY
TO PUTE SUBDIVISION AND CHANGE DENSITY TO
LOW DENSITY RESIDENTIAL. CREATE 18 NEW HOMESITES
OF LOW DENSITY RES AND ONE SLIGHTLY LARGER LOT(8)
FOR THE USE OF THE MCLEOD'S NEW HOMESITE.

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

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

Signature of applicant: [Signature] Date: 9/19/17

Signature of fee owner: James R McLeod Trustee Date: Sept 20 2017



J.P. Bush HOMES

September 15-2017

City of Lake Elmo Comprehensive Plan Review Narrative.

Property: 11580 30th Street North Lake Elmo MN 55043
James McLeod Revocable Trust (5.9 Acres)

Usage: Currently a single family ZONED: RURAL RESIDENTIAL
Request to Change from: RURAL RESIDENTIAL to URBAN LOW DENSITY RESIDENTIAL

Proposer: Mr. and Mrs. James McLeod Revocable Trust, Land Owner.
JP Bush Homes, Developer.

The proposed subdivision is called "Wyndham Village". Lake Elmo Minnesota and its residence have a unique old village City that continues to explore a wide range of opportunities for family living. James McLeod and the Developer, JP Bush Homes desires to keep this proposed Development in harmony with the Comprehensive Plan that Lake Elmo has adopted. Wyndham Village is simply an extension of an approved subdivision called "VILLAGE PARK PRESERVE". Gonyea Homes and The Pulte Group have developed a wonderful series of Village Home sites directly connected to The McLeods Property. VILLAGE PARK PRESERVE borders the Mcleods property directly to the North and East. Gonyea and Pulte have worked closely with City of Lake Elmo to allow home sites within the development to a standard of URBAN LOW DENSITY RESIDENTIAL. During the recent Final Plat Approval for VILLAGE PARK PRESERVE Gonyea and Pulte invited the Mcleods and JP. Bush Homes to directly connect "Wyndham Village". Zoning our subdivision to URBAN LOW DESITY RESIDENTIAL is a nature transition to an approved plan. The McLeods and JP. Bush would like the City of Lake Elmo to consider approving the request to The Comprehensive Plan and allow "Wyndham Village" to be amended per the attached documents. The developer has followed, organized and done the items listed here within to create a reasonable request for the change of Zoning.

1. Attended meetings and informal work sessions with the City of Lake Elmo Building and Zoning Gonyea and Bush to design a smooth, consistent connection between the subject Properties.
2. Scheduled additional onsite walks to discuss screening vegetation, road locations, Safety line of site for road access and appropriate storm water management.
3. Developer designed multiple modifications to the Sketch Plan of the development in accordance With recommendations noted from all meetings formal and informal. The sketch plan Is a comprehensive document performed by a local licensed Surveyor.

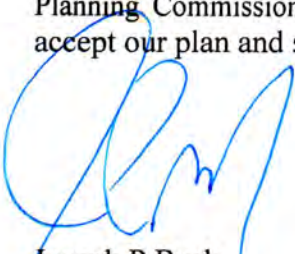
The attached documents are a complete set of the documents required for a Comprehensive plan change with in the Land Use Code. They are listed.

1. full size color copies and 11x17 copies of the Sketch plan from Landmark Surveyor.
2. Copies of the VILLAGE PARK PRESERVE planned development.
3. Copies of detailed road designs allowing the connection and use of common streets.
4. Copies of the agreements between Gonyea, Pulte, McLeods allowing easements for VILLAGE PARK PRESERVE to install their proposed road designs and storm water ponding.
5. Mailing labels from Washington County of all Neighbors within 350 feet.
6. A completed application along with required fees for sketch plan and Comprehensive plan change review.

Brief property description and planned home applications

The Project is a 13 lot single-family development on 5.9 acres. Each lot has the proper requirements for buildable area. The development sketch plan shows all the requirements of City Code for a Comprehensive plan review. Important to note that the Proposed Lot #8 is larger and is intended to be used for the McLeods Minnesota Residence. Lot #8 is a wonderful compliment to the neighborhood and is a much more desirable fit to single family homes directly to the West and North of Lot #8. The Proposed Homes within "Wyndham Village" are going to be similar in price, size and overall design the homes in VILLAGE PARK PRESERVE".

The above description along with all the required documents and planning that have been performed allow the Planning Commission and City Council proper information to make a Comprehensive Plan Change. Please accept our plan and submissions to the City of lake Elmo Planning Commission and City Council.

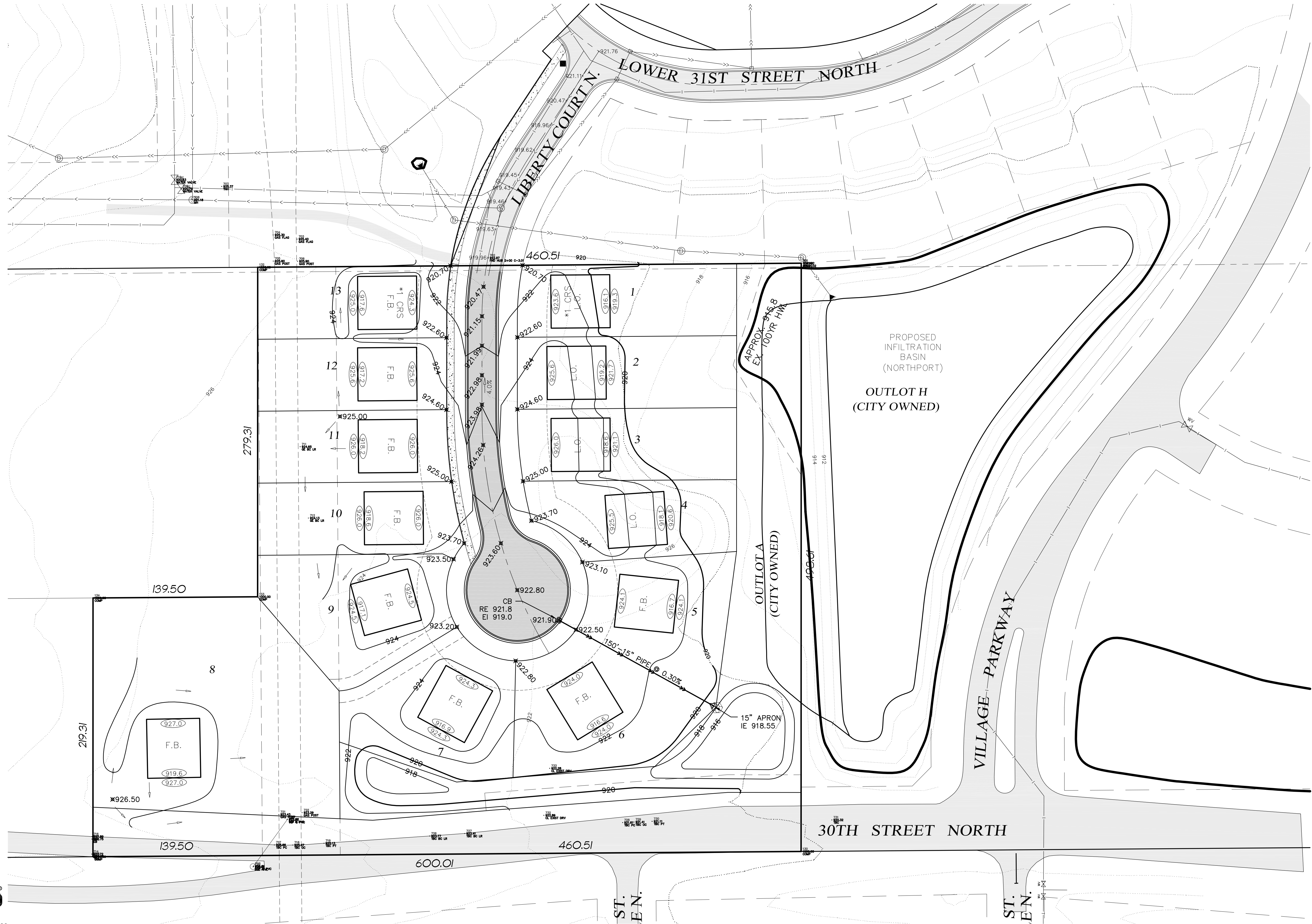


Joseph P Bush
J.P. Bush Homes

S:\LakeElmo\Drawings\17-1724 LAKE ELMO RESIDENTIAL\17-1724 CAD\17-1724 BASE 1.dwg 10/12/2017



Know what's below.
Call before you dig.



**PRELIMINARY GRADING & DRAINAGE PLAN
LAKE ELMO RESIDENTIAL**

DRAWN BY: C.M. DESIGN BY: C.W.P.
CHCKD BY: C.W.P. PROJ. NO. 17-1724
ORIGINAL DATE: OCTOBER 13, 2017

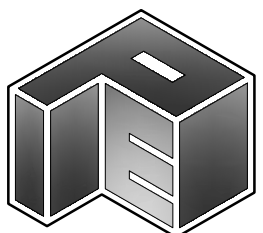
DATE	REVISION DESCRIPTION

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.

Charles W. Plowe
CHARLES W. PLOWE
DATE: 10.13.2017 LIC. NO. 16227

LAKE ELMO RESIDENTIAL
LAKE ELMO, MINNESOTA
PRELIMINARY GRADING
& DRAINAGE PLAN

PREPARED FOR:
J.P. BUSH HOMES



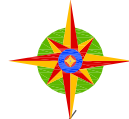
SITE PLANNING
& ENGINEERING
**PLOWE
ENGINEERING, INC.**
6776 LAKE DRIVE
SUITE 110
LINO LAKES, MN 55014
PHONE: (651) 361-8210
FAX: (651) 361-8701

NORTH



0 20 40
1 INCH = 40 FEET

C2



Landmark Surveying, Inc.

21090 Olinda Trail North
P.O. Box 65
Scandia, Minnesota 55073

Office number: 651-433-3421
Cell number: 651-755-5760
E-mail: inthefield@frontiernet.net

LOW DENSITY RESIDENTIAL - CONCEPT SUBDIVISION

Part of the Southwest Quarter of the Southeast Quarter of Section 13, Township 29 North, Range 21 West,
City of Lake Elmo, Washington County, Minnesota

Developer:



J.P. Bush
HOMES
1980 *Quasiar The South*
Lakeland, Minnesota 55043

Property Owner:

James R. McLeod Revocable Trust
11580 30th Street North
Lake Elmo, Minnesota 55042

PID:13.029.21.43.0001

TOTAL PARCEL AREA = 5.9 acres ±

Proposed Lots = 13

Existing Zoning = RS - RURAL SINGLE FAMILY

Proposed Zoning - LDR - URBAN LOW DENSITY RESIDENTIAL

Property Description:

Quit Claim Deed, Document No. 3102032

Sec 13 Twp 029 Range 021

The east 460.50 feet of the west 1273.00 feet of the south 498.60 feet,
and also the east 139.50 feet of the west 812.50 feet of the south
219.30 feet of the SW 1/4 of SE 1/4 of Section 13, Township 29,
Range 21

Concept Notes:

Building locations were traced from aerial photography.

Contours are at 2 foot intervals and derived from data provided by the Minnesota
Department of Natural Resources and data per the preliminary plat of Northport.

REVISED: OCTOBER 11, 2017

OFFICIAL COPIES OF THIS MAP ARE CRIMP SEALED

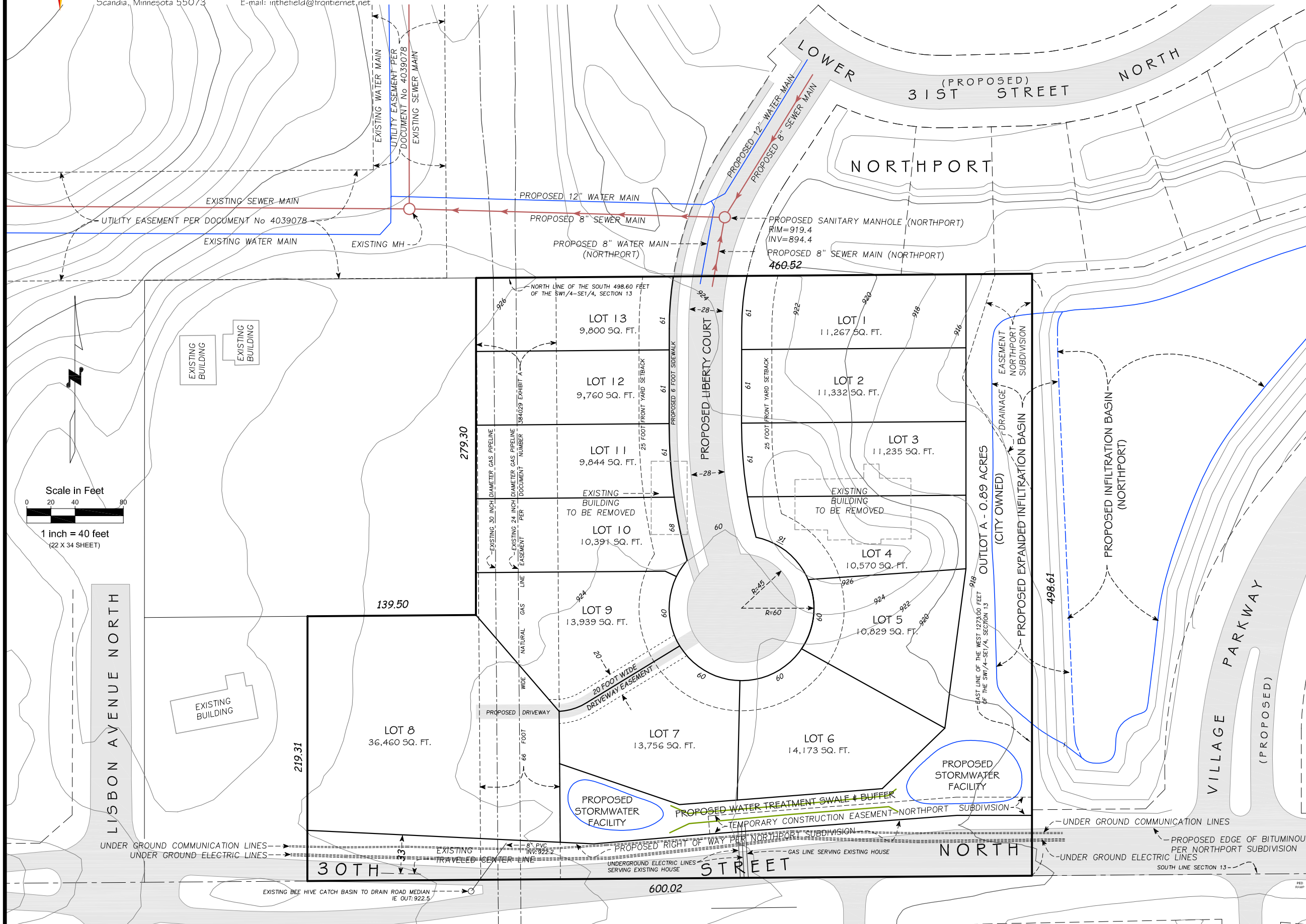
I hereby certify that this survey, plan or report was prepared by me
or under my direct supervision and that I am a duly Licensed Land
Surveyor under the laws of the State of Minnesota.

Landmark Surveying, Inc.

mil B. Horak
Milo B. Horak, Minnesota License No. 52577

June 01, 2017
Date

Job No. 2016-70



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: October 20, 2017

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

Re: McLeod Residential Subdivision
Concept Plan Review

An engineering review has been completed for the McLeod Residential Subdivision Concept Plan. The submittal consisted of the following documentation received on October 13, 2017.

- Residential Concept Subdivision dated October 11, 2017 and prepared by Landmark Surveying, Inc.
- Preliminary Grading and Drainage Plan dated October 13, 2017 and prepared by PLOWE Engineering.
- Comprehensive Plan Amendment Narrative dated September 15, 2017.

We have the following review comments:

All public improvements constructed to support the development must be designed and constructed in accordance with the City Engineering Design Standards Manual available on the City website dated March, 2017.

SITE PLAN AND TRANSPORTATION

- Access Management. The Concept plan shows access to the plat from the Northport subdivision along Liberty Court. This access was pre-planned with the adjacent subdivision and preserves the proper access management along 30th Street North.
- Right-of-way dedication. The Plat must dedicate additional right-of-way along 30th Street North to ensure a minimum 30th Street boulevard of 16 ft. along the entire length of the plat. In addition a 10 ft. utility corridor must be reserved (at boulevard grades) for small utilities. The proposed Stormwater facilities (including the 100-year HWL) cannot encroach the 10 ft. utility corridor.
- Screening along 30th Street is recommended. The south boundary of the subdivision is along the north boulevard of 30th Street North and proposes two storm water ponds connected by a drainage swale. It is recommended that additional space be allocated at elevations higher than 30th Street to create a vegetative buffer between the lots and this collector street.
- More land area is likely needed to be allocated for storm water management. The preliminary grading plan already shows pond encroachment onto Lots 6 and 7. Also, additional pond depth must be provided to meet City pond construction requirements.
- Lots 9-13 include large areas of gas main easement with 2 large diameter gas mains. There is no useable rear yard along these lots.
- Lot Easements (front, rear and side yard) should be shown on the plans meeting City requirements.

RESIDENTIAL STREETS

- Lot 8 is proposed to access Liberty Court with a 20 ft. driveway easement on Lots 7 and 9. It is recommended that this easement be revised as a 30 ft. minimum width Outlot to be owned by Lot 8.

- Public street standards. Liberty Court must be designed to meet the City's Engineering Design Standards. A 60 ft. right-of-way width with 28 ft. wide street has been shown as required; and a 60 ft. cul-de-sac R/W radius with 45 ft. cul-de-sac pavement radius has been shown as required.
- Liberty Court will result in a 510 ft. long cul-de-sac, meeting City standards.
- The residential maximum longitudinal grade is 6% with a sidewalk.
- Surmountable concrete curb and gutter shall be installed in single family residential areas with future driveways.
- Pedestrian facilities: A 6 ft. wide sidewalk has been shown along Liberty Court as required. The City should review any potential connections to this sidewalk.
- Ten (10) foot utility easements are required on either side of all right-of-ways.

STORMWATER MANAGEMENT

- The site plan is subject to a storm water management plan meeting State, VBWD and City rules.
- Storm water facilities proposed as part of the site plan to meet State and VBWD permitting requirements must be constructed in accordance with the City Engineering Design Standards Manual.
- The general drainage system should mimic the natural topography of the site in order to ensure a drainage system that provides positive storm water drainage across the development.
- Overland emergency overflows or outlets will be required as part of the site plan.
- Grading restrictions along the Northern Natural Gas easement must be adhered to as part of the development plans. It is unclear how drainage within the NNG easement will be captured and conveyed to the storm water facilities.
- Liberty Court drainage must be captured and treated on-site. A significant portion of the street is shown draining to the Northport subdivision. The Northport storm water management plan does not account for this additional impervious areas.
- The ultimate discharge rate and location will be an important consideration. The storm water management plan will need to address changes to the downstream drainage system to the extent alterations are proposed. To the extent adjacent properties are impacted, written permission from those properties must be submitted as part of the development applications.
- It appears that all storm water facilities (ponds and infiltration basins) have been placed in Outlots. These Outlots will be deeded to the City for maintenance purposes. The Stormwater Facility Outlots must fully incorporate the 100-year HWL, 10 foot maintenance bench and all maintenance access roads.
- Maintenance access roads meeting City standards must be provided for all storm water facilities and must be within Outlots dedicated to the City.
- The storm sewer system shall be designed to maintain the City standard **minimum** pipe cover of 3.0 feet. Drain tile is required as part of the City standard street section at all localized low points in the street. Drain tile considerations may impact the storm sewer design and depth requirements at low points.
- Per City requirements all storm sewer pipe easements must be a minimum 30-feet in width. No drainage and utility easement is shown for the storm sewer pipe along the Lot 5 and Lot 6 property line.

MUNICIPAL WATER SUPPLY

- Municipal water supply is available immediately adjacent to the proposed development along Liberty Court. The applicant is responsible to extend the municipal water into the development site at developer's cost.
- No trunk watermain oversizing is anticipated for this development.

MUNICIPAL SANITARY SEWER

- Municipal sanitary sewer is available immediately adjacent to the proposed development along Liberty Court. The applicant is responsible to extend sanitary sewer into the development site at developer's cost.
- No trunk sewer oversizing is anticipated.

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

RESOLUTION NO. 2018-006

A RESOLUTION APPROVING A COMPREHENSIVE PLAN AMENDMENT TO CHANGE THE LAND USE DESIGNATION OF PID# 13.029.21.43.0001 FROM RURAL SINGLE FAMILY TO VILLAGE URBAN LOW DENSITY RESIDENTIAL AND TO AUTHORIZE STAFF TO SUBMIT A COMPREHENSIVE PLAN AMENDMENT FOR SAME TO THE METROPOLITAN COUNCIL

WHEREAS, the City of Lake Elmo (the “City”) has established a Comprehensive Plan that provides a compilation of background data, policy statements, standards, and maps, which help to guide the future physical, social, and economic development of the City; and

WHEREAS, JP Bush Homes, 1980 Quasar Avenue South, Lakeland, MN 55043 (the “Applicant”) has submitted an application to the City to amend the Comprehensive Plan, a copy of which is on file in the City Planning Department; and

WHEREAS, the request to amend the Comprehensive Plan was submitted by the Applicant along with a Subdivision Sketch Plan Review which includes 10 single-family residential detached homes on 5.97 acres, and

WHEREAS, the Planning Commission held a public hearing on November 13, 2017 to consider the Applicant’s requests; and

WHEREAS, the Planning Commission adopted a motion to recommend approval to the City Council on the Applicant’s requests; and

WHEREAS, the City Council reviewed the Planning Commission and public comments regarding the Applicant’s requests at its meetings on November 21, 2017 and January 16, 2018; and

WHEREAS, the City Council has reviewed the Comprehensive Plan amendment and believes that it is consistent with the spirit and intent of the Comprehensive Plan.

NOW THEREFORE BE IT RESOLVED based upon the testimony elicited and information received, the City Council makes the following findings of fact:

FINDINGS

1. That the Applicant has submitted a request to amend the Comprehensive Plan in accordance with the procedures as established by the Lake Elmo Planning Department and Lake Elmo Planning Commission; and
2. That the request is to amend the Comprehensive Land Use Plan:
 - a. On page III-11, updating Table 3-B to reflect proposed increased acreage of Village Urban Low Density Residential and decreased acreage of Rural Single Family.
 - b. Updating Map 3-3 – the planned land use map.
3. That the proposed amendments are consistent with the overall goals and objectives of the Comprehensive Plan in that the Property is within the Metropolitan Urban Service Area.

NOW, THEREFORE, BE IT RESOLVED, that based on the above findings of fact, the Lake Elmo City Council hereby approves the Applicant's request to amend the Comprehensive Plan as follows:

1. Submission of the Comprehensive Plan Amendment to the Metropolitan Council and the receipt of formal notification from the Metropolitan Council that its review has been completed and approved.
2. That the Applicant obtain Preliminary Plat approval from the City that meets the following:
 - a. Required densities of the Village Urban Low Density land use category.
 - b. Provides a sufficient Greenbelt Corridor as indicated in the Comprehensive Plan and approved by the City.
 - c. Provides usable rear yards for lots in which the Northern Natural Gas Company Easement (Document 384029) ("Northern Easement") is located, as determined by the City by maintaining a 20 foot principal building rear yard setback from the Northern Natural Gas Company Easement.
 - d. All other applicable standards including but not limited to City Engineer Design Standards, Valley Branch Watershed District requirements, and zoning standards.

NOW, THEREFORE, BE IT FURTHER RESOLVED, that the Lake Elmo City Council hereby authorizes and directs staff to submit a Comprehensive Plan amendment and MUSA expansion request consistent herewith to the Metropolitan Council for review and approval, contingent upon the City's preliminary approval of the plat based on the Subdivision Sketch Plan as proposed by the Applicant with Revision Date November 20, 2017.

Passed and duly adopted this 16th day of January 2018, by the City Council of the City of Lake Elmo, Minnesota.

Mike Pearson, Mayor

ATTEST:

Julie Johnson, City Clerk

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

RESOLUTION NO. 2018-

***A RESOLUTION DENYING A COMPREHENSIVE PLAN AMENDMENT TO CHANGE THE
LAND USE DESIGNATION OF PID# 13.029.21.43.0001 FROM RURAL SINGLE FAMILY TO
VILLAGE URBAN LOW DENSITY RESIDENTIAL***

WHEREAS, the City of Lake Elmo (the “City”) has established a Comprehensive Plan that provides a compilation of background data, policy statements, standards, and maps, which help to guide the future physical, social, and economic development of the City; and

WHEREAS, JP Bush Homes, 1980 Quasar Avenue South, Lakeland, MN 55043 (the “Applicant”) has submitted an application to the City to amend the Comprehensive Plan, a copy of which is on file in the City Planning Department; and

WHEREAS, the request to amend the Comprehensive Plan was submitted by the Applicant along with a Subdivision Sketch Plan Review which includes 10 single-family residential detached homes on 5.97 acres with a proposed density of 1.67 units per acre, and

WHEREAS, the Planning Commission held a public hearing on November 13, 2017 to consider the Applicant’s requests; and

WHEREAS, the Planning Commission adopted a motion to recommend approval to the City Council on the Applicant’s requests; and

WHEREAS, the City Council reviewed the Planning Commission and public comments regarding the Applicant’s requests at its meetings on November 21, 2017 and January 16, 2018; and

WHEREAS, the City Council has reviewed the Comprehensive Plan amendment and believes that it would not be in the best interest of the City to allow a Comprehensive Plan Amendment to Village Urban Low Density Residential, as the proposed development should not exceed a density of 1.67 units per acre.

NOW THEREFORE BE IT RESOLVED based upon the testimony elicited and information received, the City Council makes the following findings of fact:

FINDINGS

1. That the Applicant has submitted a request to amend the Comprehensive Plan in accordance with the procedures as established by the Lake Elmo Planning Department and Lake Elmo Planning Commission; and
2. That the request is to amend the Comprehensive Land Use Plan:
 - a. On page III-11, updating Table 3-B to reflect proposed increased acreage of Village Urban Low Density Residential and decreased acreage of Rural Single Family.
 - b. Updating Map 3-3 – the planned land use map.
3. That the proposed amendment would allow a density of 1.5-2.49 units per acre.
4. That the Applicant has also submitted a Subdivision Sketch Plan Review.
5. That the proposed Subdivision Sketch Plan should not exceed a density of 1.67 units per acre, and the proposed Comprehensive Plan Amendment would allow this density to be exceeded.

NOW, THEREFORE, BE IT RESOLVED, that based on the above findings of fact, the Lake Elmo City Council hereby denies the Applicant's request to amend the Comprehensive Plan by re-guiding PID# 13.029.21.43.0001 from Rural Single Family to Village Urban Low Density.

Passed and duly adopted this 16th day of January 2018, by the City Council of the City of Lake Elmo, Minnesota.

Mike Pearson, Mayor

ATTEST:

Julie Johnson, City Clerk

STAFF REPORT



CITY COUNCIL
DATE: 1/16/18
REGULAR
ITEM #: 18

TO: City Council
FROM: Emily Becker, Planning Director
AGENDA ITEM: The Legacy at North Star Preliminary Plat and Planned Unit Development Plans
REVIEWED BY: Ben Prchal, City Planner
Jack Griffin, City Engineer
Ann Pung-Terwedo, Senior Planner, Washington County

BACKGROUND:

GWSA Land Development is requesting Preliminary Plat and Development Stage (Preliminary) Planned Unit Development (PUD) Plans for a 276 single family residential development on +/- 98.93 acres. A portion of the development in the southwest corner of the site is within the Shoreland of Sunfish Lake which triggers the need for a Planned Unit Development because the proposed lots do not meet the lot width and impervious requirements for Natural Environment lakes; because the density exceeds the allowable density with the Village Urban Low Density Residential land use category, and because the Applicant is proposing various other deviations from some zoning standards.

ISSUE BEFORE THE COUNCIL:

The Council is respectfully being requested to review the Preliminary Plat and Development Stage (Preliminary) Planned Unit Development (PUD) Plans to be called Legacy at North Star.

GENERAL INFORMATION:

Applicant: GWSA Land Development, 10850 Old County Road 15, Suite 200, Plymouth, MN 55441
Property Owner: Schiltgen Farms Inc. 10880 Stillwater Boulevard
Location: 10880 Stillwater Blvd, Lake Elmo/ Parcel 1 – The South 658.02 feet of the Southwest Quarter of the Southeast Quarter of Section 11, Township 29 North,

Range 21 West; and Parcel 2- The South 20 acres of the East Half of the Southeast Quarter of Section 11, Township 29 North, Range 21 West; and a portion of Parcel 3- The Northeast Quarter of Section 14, Township 29 North, Range 21 West, Washington County, Minnesota.

PID#s: 1402921110001, 1102921430001, and 1102921440001

Request: Preliminary Plat and Development Stage (Preliminary) Planned Unit Development (PUD) Plans

Site Area: 192.44 acres (all PIDs)

Res. Dev. Area: 98.93 acres (Parcel 1, Parcel 2, and a portion of Parcel 3)

Land Use: Village Urban Low Density

Current Zoning: RT – Rural Development Transitional District

Proposed Zoning: V-LDR/PUD

Surrounding: RR(north)/ LDR and VMX (east)/Agriculture (south)/ OP and RR (west).

History: The parcels are part of the Schiltgen Farm property and are currently zoned RT. The City approved the PUD Concept Plan on June 6, 2017.

Deadline: Application Complete – 11/21/17
60 Day Deadline – 1/20/18
Extension Letter Mailed – No
120 Day Deadline –

Applicable Code: Article 12 – Urban Residential Districts
Article 18 – Planned Unit Development Regulations
Article 19 – Shoreland Management Overlay District
Chapter 153 – Subdivision Regulations
§150.270 Storm Water, Erosion, and Sediment Control

PROPOSAL DETAILS/ANALYSIS:

The proposed Village-Urban Low Density/PUD development will be located on the northern portion of the Schiltgen Farm at the northwest corner of CSAH 14 and CSAH 17. The proposed development is proposed as a PUD because the developer is requesting flexibility from the zoning regulations of the Shoreland Ordinance and the V-LDR zoning regulations, adopted on 5/16/2017.

Environmental Review. The entire Village Area was subject to an Alternative Urban Areawide Review (AUAR) when the area was brought into the Municipal Urban Service Area (MUSA). The AUAR was updated in early 2017 as required. No further environmental review is required.

Zoning Map Amendment. In order to develop the site, the developer will be required to subdivide Parcel 3 and re-zone Parcels 1, 2 and the northern portion of Parcel 3 to V-LDR/PUD, consistent with the City's Comprehensive Plan guidance for the area. The comprehensive plan

and the V-LDR zoning district allow for a density of 1.5-2.49. This will be the first area on the Zoning Map that is designated as V-LDR zoning.

Subdivision Schiltgen Farms. When the developer subdivides the property for development, one of the development lots will contain the Schiltgen Farm property.

Site Data. The entire subdivision area is 192.44 acres which includes all of Parcels 1, 2 and 3. Of the 192.44, the developer is proposing to develop 98.93 acres into a 276 unit (previously proposed to be 279 units during the Concept PUD Plan phase) single family residential PUD development with a net density of 2.82 or 2.95 du/acre (see explanation in the calculation of net density table), in excess of the allowed V-LDR density.

Total Site Area	192.44 acres
Residential Site Area	98.93 acres
Outlot & Recreation Areas	17.87 acres (4.24 acre park open green and 4.85 acre pool/clubhouse/play lot)
Right-of-Way (R/W)	18.20 acres
Wetland Area	0.90 acres
Wetland Buffer	0.26 acres
Residential Lot Area	58.77 acres

The calculation of net density is as follows. The Metropolitan Council determines net density through netting out wetlands and water bodies, wetland buffers, public parks and preserved open space (must be preserved through an open space easement).

Development Area	98.93 acres
Wetlands	0.90 acres
Wetland Buffers	0.26 acres
Open Space within Southwest Portion of the Site	4.24 acres
Net Residential Area (if park area on the southwest portion of the site is not designated as public parkland or preserved through an open space easement)	97.77 acres
Net Residential Area (if park area on the southwest portion of the site is not designated as public parkland or preserved through an open space easement)	93.53 acres
Total Number of Lots	276 units
Gross Density	2.78 du/acre
Net Density (if park area on the southwest portion of the site is not designated as public	2.82 du/acre

parkland or preserved through an open space easement)
Net Density (if park area on the southwest 2.95 du/acre
portion of the site is not designed as public
parkland or preserved through an open space easement)

PUD Minimum Requirements. The development is being proposed as a PUD because a higher density than that allowed within the Village Urban Low Density zoning district is being proposed and because a portion of the proposed development is within a shoreland, and any deviance from the minimum lot size requirements of the shoreland district requires that an area be developed through the PUD process. A PUD is a negotiated zoning district, and according to the Lake Elmo Zoning Code Article 19, Planned Unit Development Regulations, zoning flexibility can be granted in order to better utilize site features and to obtain a higher quality of development. When evaluating a PUD proposal, a PUD must meet one or more objectives contained in Section 154.751 and meet the minimum requirements of Section 154.753.

- *Identified Objectives.* Staff has found that the following objectives are met with the proposed PUD:
 - C. Provision of more adequate, usable, and suitably located open space and recreational amenities and other public facility than would otherwise be provided under conventional development techniques. ***Staff comment: The developer is providing more than required for recreational amenities within the development area.***
 - G. Coordination of architectural styles and building forms to achieve greater compatibility within the development and surrounding land uses. ***Staff comment: Various architectural styles are being proposed in the development including a 55' detached villa product with single level living, a 55' single family home with open floor plan, and a 65' single family home (two story or rambler).***
 - I. Allowing the development to operate in concern with a redevelopment plan in certain areas of the City and to ensure the redevelopment goals and objective will be achieved. ***Staff comment: The development will be phased in a way to provide sanitary sewer to the Hamlet development, which has a failed community septic and is required by the MPCA to be hooked up to the City sewer.***
- *Minimum Requirements for PUD.* Staff has found that the proposed development meets the following minimum requirements of a PUD:
 - a. Lot Area: The site area exceeds the minimum lot area for of five acres for a PUD development.
 - b. Open Space: The PUD ordinance indicates that at least 20% of the development area not within rights-of-way is to be dedicated to open space. The developer has provided approximately 22% open space as part of this development which will encompass landscape buffer areas, stormwater management areas in outlots and recreation areas. (98.93 acres – 18.20 acres within rights-of-way=80.73 acres. 17.87 acres of space/80.73 acres of development not in rights-of-way=

22%). The narrative indicates that 30% open space is being proposed, but this calculation includes land dedicated toward Reid Park, for which the development received park land dedication credit. This land should not be counted towards the open space requirement for this development, as open space is to serve residents of the PUD, and Reid Park is not adjacent to this development.

- c. Street Layout: The PUD ordinance appears to place a preference for a street grid to compliment the older portions of the City. The proposed PUD development does incorporate a modified street grid.

V-LDR/PUD Density. The V-LDR zoning district allows a maximum density of 2.49 du/acre. The PUD ordinance provides the ability increase density by up to 20% by meeting amenity point thresholds per Section 154.754 Table 16-1 and Table 16-2. The developer is seeking 2.82 du/acre, 13.25% over the allowed base density with PUD amenity points ($2.82 - 2.49 = 0.33$, $0.33 / 2.49 = 13.25\%$). If the park on the southwest corner of the development is a public park, the developer will be seeking 2.95 du/acre ($2.95 - 2.49 = 0.46$, $0.55 / 2.49 = 18.47\%$). From the developer's narrative, the developer is seeking amenity points for:

- *Providing additional open space.* The Applicant proposes 17.87 acres of open space, which equals 22% of the proposed development area, less areas within the rights-of-way. The narrative indicates that that parkland dedicated as an extension of Reid Park is included in the Open Space calculations. This, should not be included, however, as the PUD ordinance indicates that open space shall be designed to meet the needs of residents of the PUD and the surrounding neighborhoods. The land dedicated for Reid Park does not meet the needs of the proposed development. A significant amount of this open space contains stormwater ponding, which is allowed per the PUD ordinance.
 - *Staff-recommended amenity points: 2*
- *Providing pedestrian improvements.* The applicant proposes that an additional 5 points = 5% increase in density is justified because of the pedestrian improvements on site. Trails are proposed that run from the east side of the development at Lake Elmo Avenue to the far west side of the development in an effort to connect existing trail networks in the City. Additional walking paths and trails are shown within the development. Staff does not recommend, however, that warrant all five additional amenity points, as required trails are shown on the Comprehensive Plan on the northern and southern portion of the development, and the developer only proposes one trail going east west to connect to Hamlet on Sunfish Lake, which, as mentioned previously in this report, still has private trails. It should be awarded some amenity points, however, as the development does provide good interconnectivity and a combination of trails, landscaping, decorative materials, access control and lighting to create a safe, clear, and aesthetically pleasing pedestrian facility through and around the site are provided, as indicated in the PUD ordinance.
 - *Staff-recommended amenity points: 2*
- *Providing theming.* 1-3 points = 1-3% increase in density is being requested for theming within the development. It is a recommended condition of approval that

the applicant provide specific examples of proposed development signage, fencing, landscaping, lighting and site furnishings, including the clubhouse, that will adhere to the Lake Elmo Branding and Theming Study.

- Staff recommended amenity points: 3
- *Plaza.* The applicant states in the narrative that density bonus should be provided for the pool, clubhouse, and tot lot in the neighborhood park. The neighborhood park provides a plaza, as the PUD ordinance indicates that plazas are landscaped or paved open areas of a minimum of 1,000 square feet or less and wholly or partially enclosed by a building or buildings. While the neighborhood park is an amenity for the neighborhood, not for the public, the PUD ordinance only requires that plazas within commercial or mixed-use development shall be open to the public during daylight hours. It does not require that plazas within residential PUDs be open to the public. It should also be noted that the proposed development is providing two parks, which Staff believes in and of itself warrants amenity points
 - *Staff recommended amenity points: 5*
- *Enhanced Stormwater Management.* The Applicant indicates that the development will utilize stormwater reuse. The stormwater captured in ponds will be recycled for irrigation throughout part of the development. This practice will reduce demand on higher quality water sources while allowing stormwater runoff a second chance to infiltrate into the ground to be treated by landscape vegetation and soils. The PUD ordinance articulates that PUD amenity points shall be rewarded specifically for infiltrating stormwater generated onsite with artful rain garden design that serves as a visible amenity. The Planning Commission may wish, however, to grant additional amenity points for the uniqueness of the proposed stormwater reuse.
 - *Staff recommended amenity points: 3*
- *Additional/Alternative Amenities?*
 - *Extending sewer to Sunfish Lake?* Consideration of amenity points could also be given for the extension of sewer to the Hamlet on Sunfish Lake development by a specific time period.
 - *Staff recommended amenity points: 5*
- *Possible Points - Public Right-of-Way Dedication.* The Planning Commission may not agree with some or quantity of the proposed amenity points listed above. The PUD Ordinance indicates that ten amenity points may be granted for dedication of land and construction of a public road, trail, pathway, or greenway that is part of an approved city plan but outside the scope of the immediate project area. Right-of-way improvements should be designed per the specification of the City Engineer. The report, in the last bullet point under “Washington County” comments, explains the need for connectivity of the development to schools, which may include the need for construction of a trail off-site on the Schiltgen property. The Planning Commission may wish to recommend that ten amenity points be granted for construction of this trail along with a pedestrian crossing if it finds other proposed amenities do not warrant the requested increase in density.
 - *Possible Alternative Amenity Points = 10*

- *Public Park for free?* If the City wishes to accept the park in the southwest corner of the development as public park land and if the developer is willing to donate the land without receiving parkland dedication, the development could be awarded an additional 5 amenity points. It should be reiterated, however, that the dedication of this park as public park will increase the density of the development.
 - *Possible Alternative Amenity Points = 5*

Total potential amenity points = 20

The Planning Commission may wish to debate that less or more density points should be awarded than Staff recommends. However, if the City finds that the proposed development amenities should earn the Staff-recommended 20 amenity points, then the proposed development can provide an increased density of up to 20%. This would get the development to over the density that is being proposed.

The Planning Commission should review the proposal and determine whether the project warrants an increase in density and the specific amenity points that will be granted. The Commission should recommend additional conditions that would allow the development to proceed with the density as proposed, or to provide a condition that would reduce the density to match the density points as granted.

Lot Sizes and Widths. The minimum lot width for the shoreland of Sunfish Lake is 125 feet, and in the V-LDR District 70 feet. The minimum lot size for the shoreland of Sunfish Lake is 40,000 sq. ft. and in the V-LDR District, 9,000 sq. ft. The developer is proposing the following deviations from setbacks and lot area:

	<u>V-LDR</u>	<u>Proposed</u>
Minimum lot width	70 feet	55-65 feet
Minimum lot area	9,000 sq. ft.	6,770-16,099 sq. ft.
Average lot area		9,280 sq. ft.

Setbacks. The setbacks in the V-LDR District are:

Front – 25 feet
House side – 10 feet
Garage side – 5 feet
Corner side-15 feet
Rear – 20 feet
Setback from County Roads – 50 feet

The developer is proposing the following setbacks:

Front yard – 15-25 feet (15 feet for sideloaded Villa product)
Front yard/Side loaded garages – 15 feet
Side yard -7’/8’ feet
Rear yard -25 feet
Side yard corner lot - 15 feet
Setback from the CSAH 17 -= 80 feet

Setbacks. The typical side yard setback in all the urban districts is 10' for the principle building and 5' for the garage, however in practice we allow a 7.5'/7.5' setback provided that there are no encroachments into side yard drainage and utility easements. Often on such lots, the developer will finish off basements and propose egress windows to provide light and an emergency exit and with a 7.5' side yard setback, the egress window wells become a problem by encroaching into easements. Staff prefers the V-LDR side yard setbacks (5'/10'), to provide for the option of having egress windows. The Applicant proposes that the 8' setback will accommodate 3' egress windows without encroaching easements.

The typical front yard setback in all urban districts is 25', but the City has allowed 20' front yard setbacks in some instances. Most recently, the Royal Golf Club at Lake Elmo Planned Unit Development was allowed 20' front yards setbacks where the garages were side loaded. The current proposal for 15' front yard setbacks raises concerns related to parking, landscaping and other requirements. During the Concept PUD Plan review, the Planning Commission raised concerns about the 15 foot front yard setback. The Planning Commission added the finding that they were open to reducing the front yard setback for side loaded garages to 20 feet provided there is sufficient architectural detail on the street-facing wall. It is a recommended condition of approval that the HOA documents include architectural requirements that require 4-sided architecture and garages facing the public right-of-ways to have windows and/or other architectural features. The City Engineer has indicated that the City would need a detailed right-of-way/utility easement design layout that shows/demonstrates that all infrastructure is being adequately accommodated, and in addition other City requirements are being met. The applicant has not provided such requested detail, but has provided a rendering of what the 15 foot setback would look like.



Impervious Surfaces. The allowed impervious surface within the shoreland of Sunfish Lake is 30% and in the V-LDR 35%. The developer has requested a maximum impervious surface coverage of 50% for the villa lots and interior single family homes.

Minnesota Department of Natural Resources (MNDNR) Comments. The application has been sent to the MNDNR. They confirmed that the Ordinary High Water Level of Sunfish Lake (896.4 feet) and asked the City to require that the developer provide a tiering analysis to show that the proposed density meets the City's shoreland PUD requirements and that the development adhere to the City's shoreland PUD standards.

Shoreland Tier Analysis. The southwest portion of the development site is within the shoreland of Sunfish Lake. Because the proposed development does not conform to the base dimensional standards of the shoreland district, a PUD is required and a shoreland tier analysis is required.

- *Shoreland Tier Analysis.* A total of 8.26 acres of the development is within a shoreland, and the developer has provided 4.24 acres of open space. The steps to determine allowed PUD Density are as follows:
 - Determine total buildable area of each tier (tier depth for a Natural Environment Lake for a sewered development is 320 feet) within the development. (Tier 2: 42,852 sf, Tier 3: 268,516 sf and Tier 4: 48,688 sf)
 - Divide buildable area of each tier by the minimum lot size allowed (20,000 square feet is the minimum lot size allowed for non-riparian sewered lots within the shoreland) to determine the base density allowed: (Tier 2: $42,852 \text{ sf} / 20,000 = 2.14$ lots and Tier 3: $268,516 / 20,000 = 13.42$ lots and Tier 4: $48,688 / 20,000 = 2.43$ lots)
 - Determine allowed increased density (up to 20%) Tier 2: $1.2 * 2.14 = 2.568$ Tier 3: $1.2 * 13.42 = 16.1$ and Tier 4: $1.2 * 2.43 = 2.916$)
- *Open Space Maintenance and Administration Requirements.* Deed restrictions, covenants, permanent easements or other instruments are required for open space that prohibit future vegetative and topographic alterations other than routine maintenance, construction of buildings or storage of vehicles and other materials, and ensure preservation and maintenance of open space must be provided.
- *Park Proposed as Open Space.* As indicated in the "Park" section of this report, the developer has proposed a public park as open space. If the City takes on this park, it will need to provide instruments as outlined above. If the park is HOA-maintained, the developer will have to provide these instruments.

Architecture. The developer has proposed three housing types, a 55' detached villa product with single level living, a 55' single family home with open floor plan, and a 65' single family home (two story or rambler). The Traditional Villa product will provide single level living with up to 4 bedrooms at 1,700 to 3,000 square feet. Floor plans include a side-loaded 3 car garage or a tandem 3 car garage. 2-4 bedrooms with finished basement. Yard maintenance and snow removal are inclusive of the homeowners association maintenance. The 55' Single family home includes an open floor plan with spacious kitchen on main level. Upper level with 4 bedrooms, laundry room and owners' suite with walk-in closet. Lower level with option of 5th bedroom, open space for entertaining. +/- 2,500 to 3,500 Square Feet. 2-3 car garage. The 65' Single Family will be a two story or rambler. Open floor plans with spacious kitchens and flex rooms.

Upper level with large owner's suite, 4 bedrooms, laundry. Lower level with optional 5th bedroom, family room for entertaining, optional wet bar. +/- 3,000 to 3,700 Square Feet. 2-3 car garage.

Village Open Space Overlay. The City's Comprehensive Plan shows the Village Open Space Overlay over the outer edges of the development area. The Comprehensive Plan provides the following suggestion as to how the overlay is intended to be implemented:

For all parcels that are designated with urban land use categories (V-LDR, V-MDR, VMX and C), the open space overlay shall act as a zoning or subdivision restriction. Through restrictions via zoning or the subdivision process, the City will have multiple tools to provide for the open space areas in the urban districts in the Village. For example, the City can utilize zoning to enforce various setbacks from the existing Village Boundary. Another option would be to dedicate outlots in the open space areas through the subdivision process. As long as the end result is achieved, the City would like to take a flexible approach so that the private market can select the best solution for achieving the intent of the Village Open Space Plan.

After the open space areas have been established, it is important to pursue strategies that will provide for the long-term preservation of these areas. To accomplish preservation, the City will either pursue conservation easements with the MN Land Trust or other partners, or investigate the acquisition of land that is determined to be a significant natural asset to the community. Through a combination of both strategies, the Village Open Space Plan is more likely to succeed.

The recently approved V-LDR Zoning Ordinance restricts residential lots from encroaching on the Village Open Space Overlay unless berming or screening protected by a landscape easement is provided as an alternative approved by the Council.

Although the overlay in the Comprehensive Plan is not dimensioned, it appears as though the width of the overlay is around 200 feet. There is no buffer provided in the proposed Preliminary Plat and PUD Plans on the northern edge of the development, and there are six lots on the west side of the development that do not provide a buffer. There is open space provided on the northwest and southwest portion of the proposed development.

The Concept PUD Plan did provide a 20 foot buffer on the north edge of the development and 10 foot buffer on the west edge of the development. It was Staff's recommendation for the PUD Concept Plan that the buffer areas be enlarged such that they are more easily maintained and do not become a dumping area for leaf litter, sticks, or other debris, or are incorporated into the surrounding lot area with significant berming, landscaping and a landscape easement as required by the V-LDR Zoning Code and protected by an easement such that individual homeowners cannot remove the required landscaping. This has been an issue in other developments where required landscaping is later removed by homeowners to make room for private amenities or simply because they do not like the landscaping. It is a recommended condition of approval that the Applicant provide a sufficient buffer.

Landscaping and Tree Preservation.

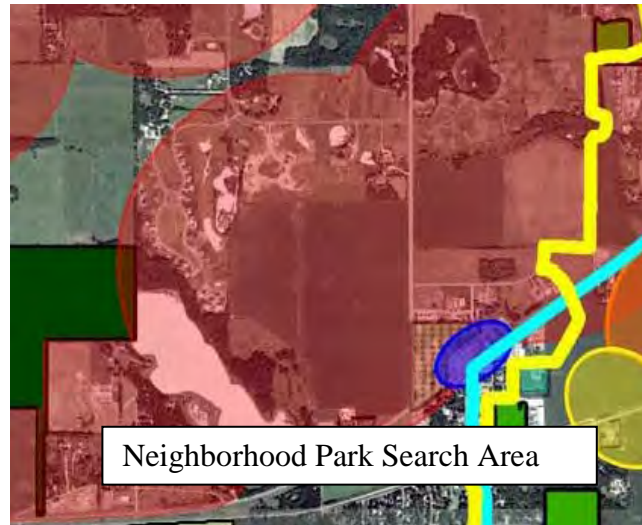
- *Tree Preservation.* There are approximately eight trees proposed per acre. There are only 25 trees currently on the site. The landscape plan includes 784 trees, approximately 8 per developed acre.

- *Parking Lot Screening.* The parking lot within the proposed HOA park will need additional screening. As per the City's Perimeter Parking Lot and Landscaping standards, parking areas shall be screened from public streets, sidewalks, public open space, and residential properties. While sufficient screening from the residential lots is provided through a line of coniferous screen trees, these trees should be removed so that they are completely within Outlot B so that it is clear within the Landscape License and Maintenance Agreement that these are to be maintained by the HOA. Additionally, the parking lot should be screened on west side (facing Lake Elmo Avenue) and on the small area facing the entrance street through a masonry wall, fence, berm, or hedge or other form of screening that provides a minimum of three and a half and a maximum of four feet in height and not less than 50% opaque year-round.
- *Stormwater Ponds.* The stormwater ponds will have landscaping to create unique water treatment facilities.
- *Landscape Berms.* Landscaping berms are proposed along Lake Elmo Avenue North.
- *Landscape Review.* The City's Consultant Landscape Architect has reviewed the proposed Landscape Plans and provides the following comments:
 - Provide documentation as to Existing Tree Inventory & Tree Preservation Calculations.
 - Utilize Most Current City Standard Landscape Specifications.
 - Utilize Most Current (April of 2017) City Standard Planting Details including Tree Protection Detail for all applicable applications.
 - All required Tree Plantings including Street Trees should be represented on Plan and be Developer's responsibility.
 - On Sheet LP2 omit notes 1, 2 & 3 as they conflict with City Approved Planting Details and Specifications.
 - Per City Landscape Requirements 154.258 F. Screening - please provide more intensive screening utilizing for example: Landform (berms), Structure (fences & stone walls) and Plants (evergreen trees) or combination of the above or similar landscape elements on all sides of the perimeter of the develop to the enhance the quality of the residential lots within the development as well as preserving and enhancing the rural character of the community as people view the development from adjacent properties and Lake Elmo Avenue North.

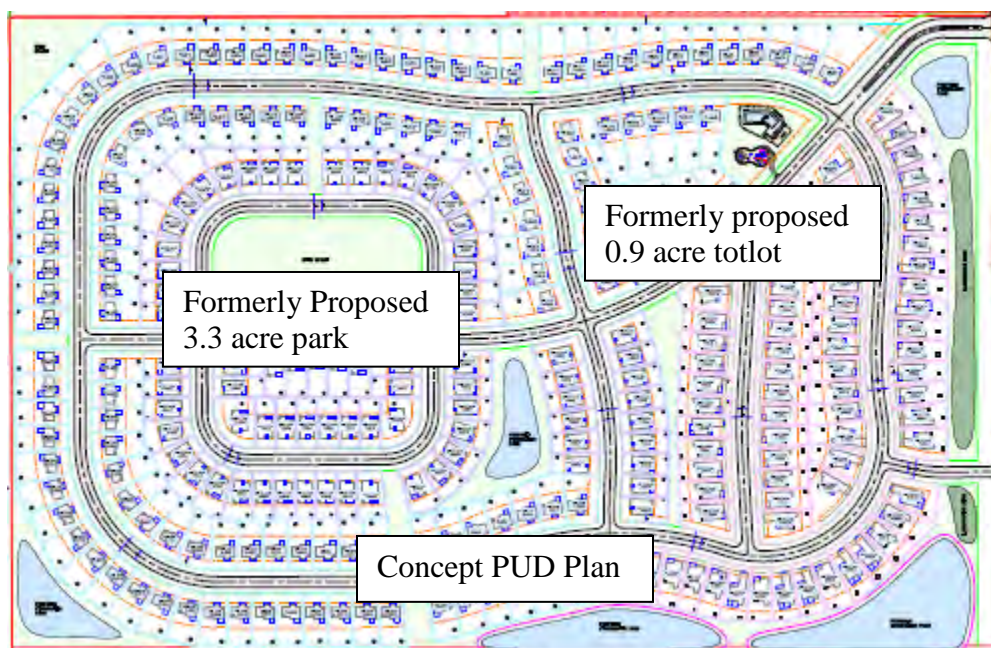
Parks.

- *Park Dedication Requirement.* The park dedication requirements for a 98.93 acre development is 9.893 acres of parkland, or a combination of parkland or fees in lieu of parkland.
- *Park Dedication Partially Satisfied.* With the recording of the Northport plat, the developer will deed over Outlot D of that plat. The City entered in to a Memorandum of Understanding that allowed the developer to receive park dedication in the amount of 6.51 acres (the net acreage of Outlot D) for the subject development. Therefore, the developer is still responsible for 3.383 acres of park dedication.
- *Neighborhood Park Search Area.* The Comprehensive Park Plan identifies a neighborhood park search area over the proposed development area.
- *Parks Commission Review of Concept PUD Plan.* The Parks Commission reviewed the Concept PUD Plan on May 15, 2017, and while knowing that the proposed development is within a Neighborhood Park Search area (see below), voted 6-1 to recommend that the City accept fees in lieu of parkland dedication for the development. The Parks Commission was in favor of the proposed park as presented with the Concept PUD Plan (as shown below

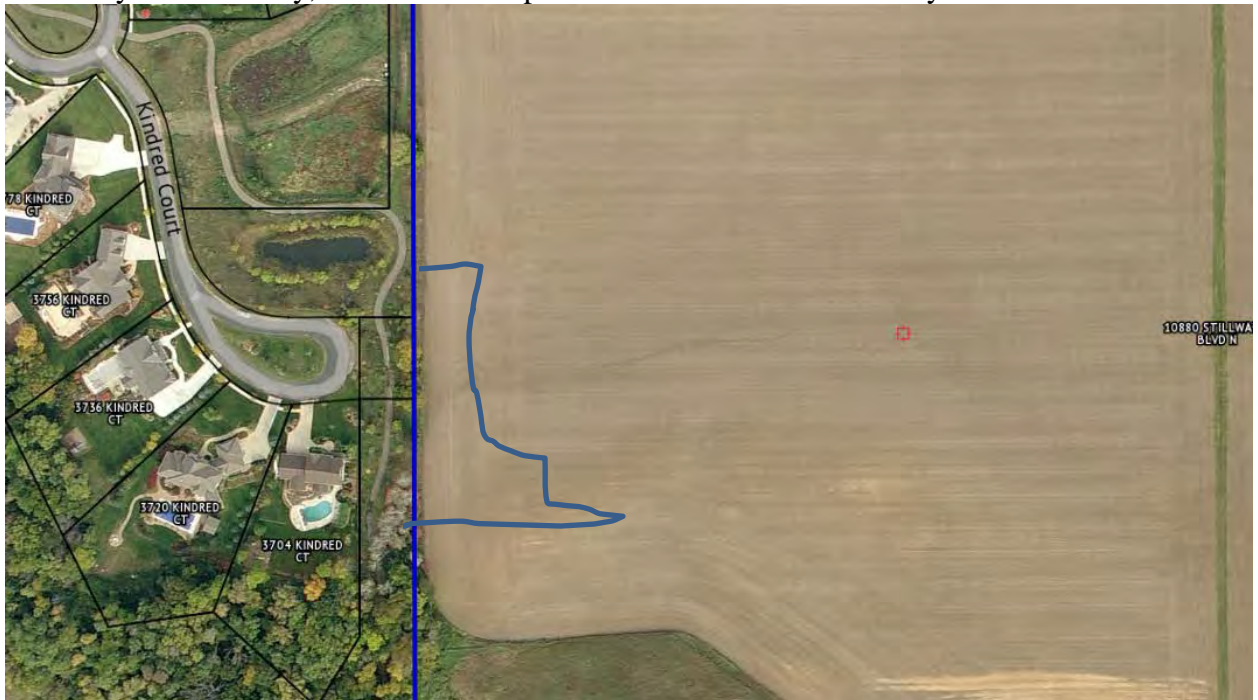
the map of the Neighborhood Park Search area) but was concerned about the number of neighborhood parks the City already has and the increased maintenance the addition of another neighborhood park would create. They recommended that the park proposed in the Concept PUD Plan be a private park and HOA-maintained.



- *Changes since Concept Plan.* With the Preliminary Plat and PUD Plan application, the applicant has removed the park that was near the center of the development and replaced a previously 3.3 acre proposed public park area in the southwest corner. Additionally, the previously 0.9 acre totlot area has been moved from the northeastern area of the development to the southeastern corner. The sizes of the proposed park areas have also increased as explained below.

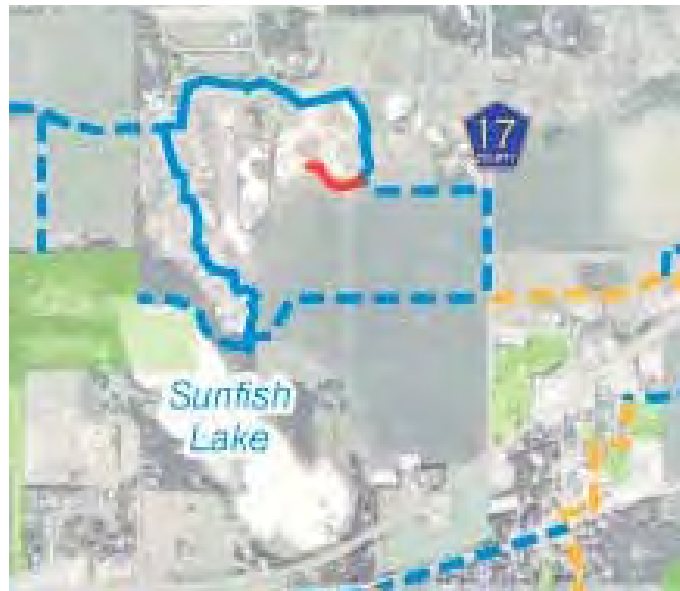


- *HOA Park.* With the Preliminary Plat and PUD Plan, the developer is proposing a 4.85 acre site with a small playground, swimming pool, sport court, and clubhouse near the northeastern entrance to the development to be Homeowners' Association (HOA) owned and maintained. The park is screened with a landscaping berm but is near a stormwater pond. The applicant should provide some sort of fencing or something of that nature to protect children from wandering in to this pond. There is parking proposed within the park, as this was a condition of approval of the Concept PUD Plan. However, this parking lot will need to be screened as explained further in the Landscaping and Tree Preservation section of this report. Additionally, Staff would recommend that the proposed tot lot be moved closer to the parking area for convenience of parents with small children.
- *Proposed Public Park.* The developer is also proposing a 4.24 acre park/open space area on the southwest portion of the site. This land includes stormwater ponding for the development. The stormwater pond shown in the park will need to be contained in a separate outlot and dedicated to the City, and the developer will not receive credit for the area of this outlot. Additionally, this park is located in the shoreland district and would need to adhere to the open space maintenance and administration requirements as outlined in the section of this report that addresses Open Space Maintenance and Administration requirements. City's shoreland ordinance does indicate that open space may include outdoor recreational facilities for use by owners of lots in the subdivision and general public, but it may not include road rights-of-way, or land covered by roads, structures, or parking surfaces. Overall, Staff feels that the park proposed in the Concept Plan was much more desirable for the development because of its central location. If the City wishes to accept this park as parkland, Staff recommends that the developer still not receive credit for parkland dedication and provide the parkland as an amenity in exchange for PUD flexibility. Additionally, the stormwater pond should be fenced for safety.



Trails. The Comprehensive Trails Plan identifies a needed trail along the north edge of the development to connect to the private Sunfish Ponds HOA trail and an east-west trail connecting Lake Elmo Avenue near 39th Street east to the private Hamlet on Sunfish Lake HOA trails on the north side of Sunfish Lake.

Note: According to City records, the Hamlet HOA trails were paid for by the City and were supposed to have been dedicated to the City when the plat was recorded. The Hamlet HOA currently maintains the trails.



- *Parks Commission Review of Concept PUD Plan.* At its May 15, 2017 meeting, the Parks Commission stated (with a vote of 7-0) that they would like to see the trails connecting to the private Sunfish Ponds trail and to the private Hamlet on Sunfish Lake trail, provided the City is able to obtain ownership and maintenance responsibility for those trails. The Parks Commission indicated they would put forth an effort in helping obtain this ownership.
- *Trail to Hamlet on Sunfish Lake.* The developer has proposed a trail that will connect to the Hamlet on Sunfish Lake Development trail, however, approval has not been obtained from the Homeowners' Association as of yet. If this trail is still desired and if the City does not wish to accept the southwest corner park as park land dedication and still desires the trail connection to Hamlet, park dedication credit would be given for the value of the land under which the trail is located (30-foot wide corridor) and the construction of the trail, unless the developer is willing to provide this as an amenity.
- *Trail Along CSAH 17.* The Planning Commission should also consider the need for a trail along CSAH 17 to provide safe pedestrian connectivity from this development to developments north and to the Village area to the south. The Washington County Comprehensive Plan 2030, Planned Trail System, does not identify a trail along this section of CSAH 17; however, future plans and county road projects may incorporate trails.

Parks Commission Review. The Parks Commission reviewed the proposed subdivision at its meeting on November 20, 2017. They had recommended that the public park be dedicated to the city for free and that the developer still be required to pay the remaining parkland dedication requirements not satisfied through the dedication of the land dedicated to Reid Park. They did not feel that the proposed trail connecting to the Hamlet on Sunfish Lake development should be constructed by the development, as there has not yet been determination that the trails within Hamlet on Sunfish Lake will be dedicated to the City or remain private. If they are to remain private, it would not make sense to have such a connection. If the park is not dedicated to the City, it is a recommended condition of approval that a 30-foot wide trail corridor easement or outlot be dedicated to the City so that the City may construct a trail at a later time.

HOA recreation area parking. The proposed pool and playground near the south entrance drive is in a prominent location that will make for an attractive entrance to the development. With 28' wide streets, parking will be allowed on both sides of the street, but the parking will potentially create significant congestion. The applicant has provided a parking area with ten spaces within this recreation area.

Subdivision Signs. Section 154.212 allows a maximum of 2 subdivisions signs per residential development with a maximum sign area of 24 sq. ft. per sign. No additional signs have been proposed.

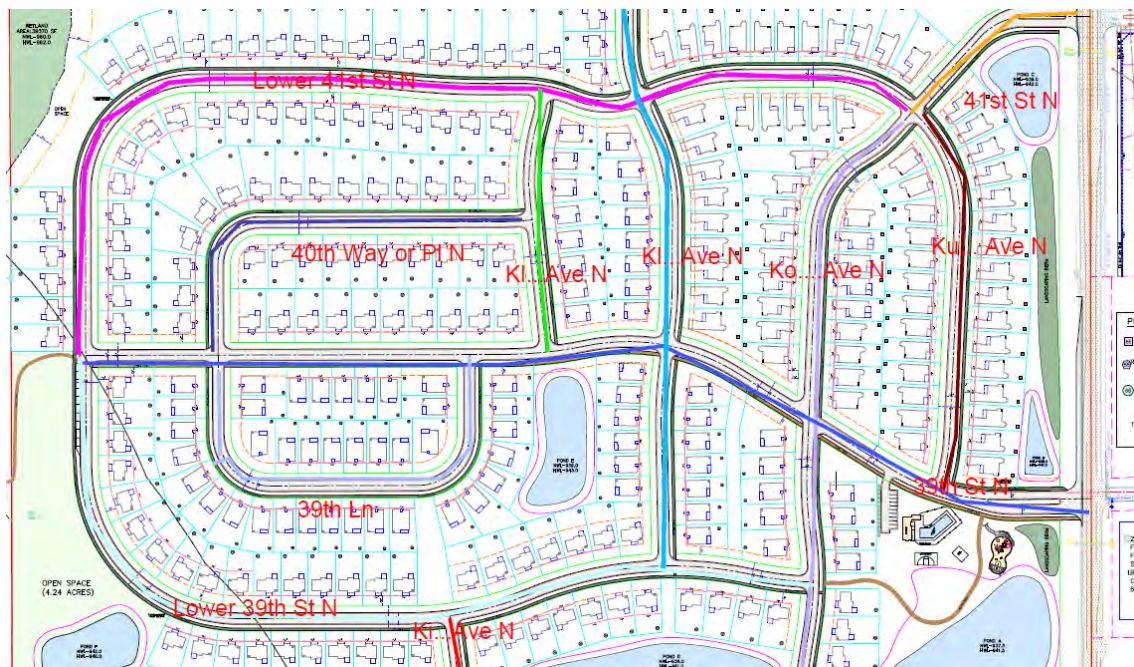
Streets and Access. The developer is proposing a modified street grid and is proposing 60 foot wide public rights-of-ways with 28' wide streets (back to back), allowing parking on both sides of the street, except where center island exist, such as at the entrance roads off of Lake Elmo Avenue. The developer has provided right-of-way and street stubs to allow for vehicle connectivity to the north and south of this development. Two access points were provided to the Schiltgen parcel to the south of the development in the event this property develops in the future and also to accommodate the land locked Chavez parcel (to be discussed later in this report). A third street stub is provided to the north of the development to accommodate future development.

Village Parkway Design. When reviewing the Concept Plan, the Planning Commission recommended and the Council adopted a condition of approval that the Village Parkway design carry through in the development with the southern road to at least to the first street stub providing access to the south. The Applicant has amended the design so that the southern entrance (continuation of 39th Street North) to be the primary entrance. However, there are some differences in the Village Parkway design as indicated below:

- *Right-of-way and Street Width.* The new Village Parkway design for north of the railroad tracks requires 100 foot right-of-way and a 44 foot street width for parking on both sides and 90 foot right-of-way and 38 foot street width for parking on one side. The proposed street that will extend from 39th Street North only provides a 60 foot right-of-way and 28 foot street width. Although it does not meet these width requirements, the street within this development is not meant to be a collector or arterial street.
- *Trail and Sidewalk.* The design requires an 8-foot bituminous trail on one side and a 6-foot concrete sidewalk on the other. The Applicant is only proposing a trail on the south side of this street, except for the entrance.

- *Landscaping Elements.* Trees are spaced 75 feet apart and deciduous as required with this design. The landscape plan does not indicate salt tolerant sod within the boulevard. The trees are proposed between curb and trail as indicated in the design.
- *Access Spacing.* Residential driveways are not proposed to access any portion of this street.

Street Names. The proposed street names will need to be updated to adhere to the City's Street Naming Policy as shown below. Existing 39th Street North will directly connect to the development, and the street name should continue. The east-west streets in between 39th Street North and 41st Street North will need to be relabeled accordingly. Additionally, Klayton Avenue should be renamed, as the City already has a Layton Avenue North, and there is potential for confusion in an emergency response situation that these two street names will be confused.

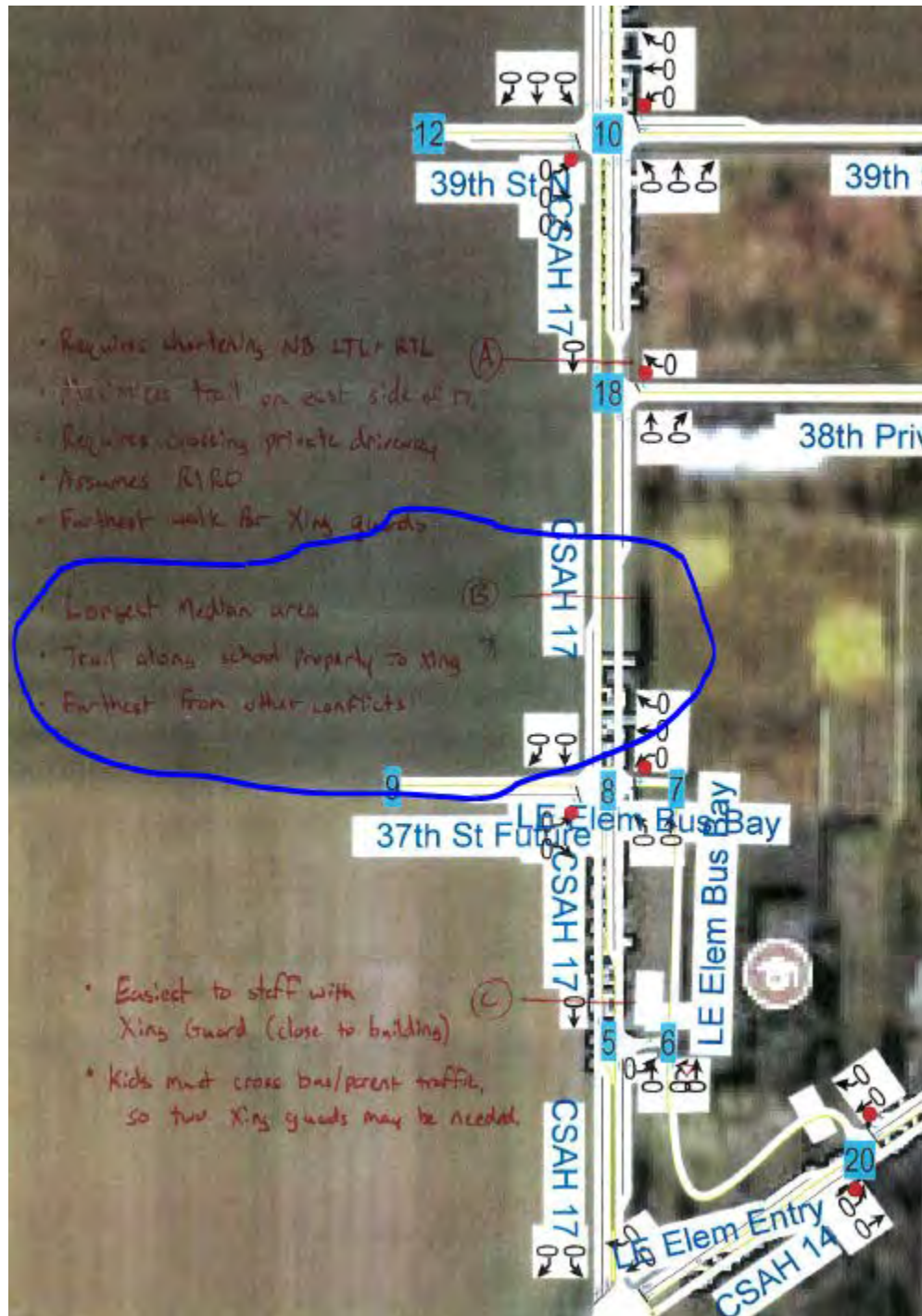


Fire Chief and Building Official Comments.

- Comments on street names are addressed above.
- A fire hydrant should be extended to the parking lot area of the proposed pool house. The hydrant should be on the east side of the parking area to serve both the parking lot and pool house.
- A hydrant should be added to the development entry on the south end in a similar location as the one located at the north entrance.
- The hydrant on Klayton Avenue to the east of Lots 141 and 142 be moved toward the south so it is centered between the intersection to the north and the intersection to the south.
- The two street terminations on the south side may need to be revised as cul-de-sacs due to the lengths. Kolton Avenue in particular will need a turn-around at the south end.

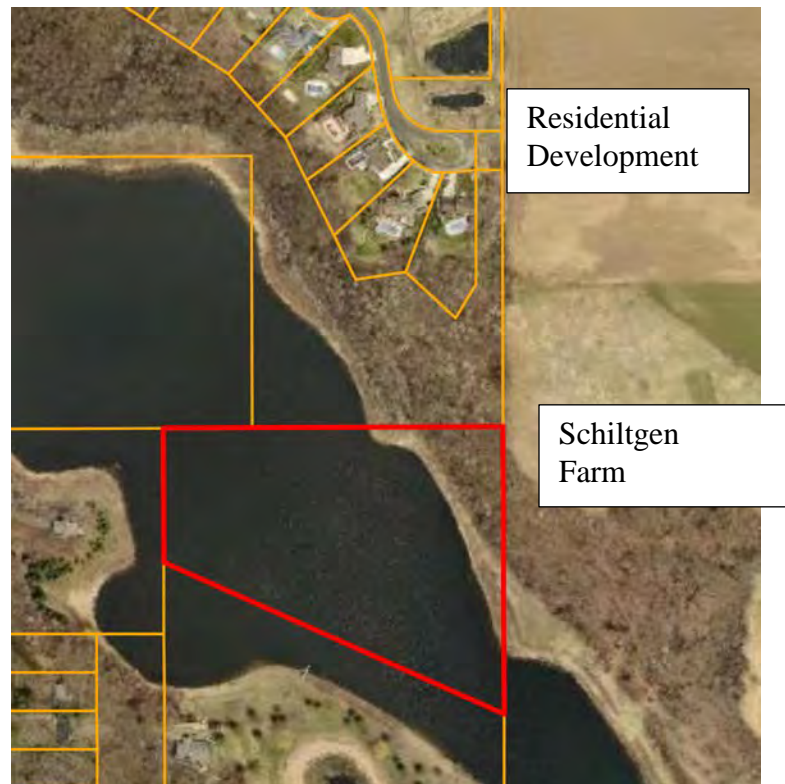
Washington County Review. The County had provided comments on the Concept PUD Plan and has stated that there are no changes in their recommendations. The following summarizes their comments from the Concept PUD Plan:

- The County has indicated that they are currently updating the County Traffic Model and will provide new forecasts to the City of Lake Elmo.
- Sufficient right-of-way for CSAH 17 has not been provided. The County requires 75 feet from the centerline.
- Access points provided at 41st Street North and 39th Street North are acceptable.
- A southbound right turn lane and center left turn lane are proposed to be constructed as required.
- A drainage report and calculations for review of any downstream impacts will be required as well as conclusions that the volume and rate of stormwater runoff into the county right-of-way will not increase as part of the project.
- Access control must be dedicated to Washington County along CSAH 17/Lake Elmo Avenue frontage except for the opening corresponding to the City's right-of-way for the local street.
- A County Right Of Way permit will be required for any work in the CSAH 17 right-of-way as it relates to the development. A plan set with all requirements is required with the application.
- There needs to be safe access from the development across Lake Elmo Avenue down to the school. Staff had met with Washington County to explore possible options for this, three of which are highlighted below. The development will connect to 39th Street, which would loop across and connect to Stillwater Blvd. This is the preferred crossing for adults. However, it is not an ideal crossing for children because it is not recommended by Washington County to place a pedestrian crossing signal at an intersection. Washington County's preferred option is construction of a trail along the west side of Lake Elmo Avenue that would be extended down through the Schiltgen property with a pedestrian signal as indicated below (the circled crossing is the preferred option) in order to get kids safely across to the school. Staff would like to further explore these options. If the Planning Commission finds that the proposed amenities within the development do not warrant the proposed increased density, perhaps construction of the offsite trail and pedestrian crossing would.



Chavez Land Locked Parcel. To the southwest of the residential development and on the west side of the Schiltgen Farm, is the Chavez property. For some time, Mr. Chavez has been seeking access to his landlocked parcel. It is unclear to Staff if the Chavez property is buildable. The property is subject to shoreland and Rural Residential setback requirements, septic area and setback requirements. Mr. Chavez is requesting access through the subdivision of the Schiltgen Farm Property. Staff has suggested two stubs from the proposed residential property to the

Schiltgen parcel, one which might provide future access to the Chavez parcel. However, the property owner of this parcel will still need to gain access through the Schiltgen Farm parcel as outlined below. In order to gain this access, the owner of this parcel does have the right to petition to the City for a cartway under the cartway statute (Minnesota Statutes Section 453.37, Subd. 1 (a)). If this is done, the City Council will need to determine whether he is eligible under the statute.

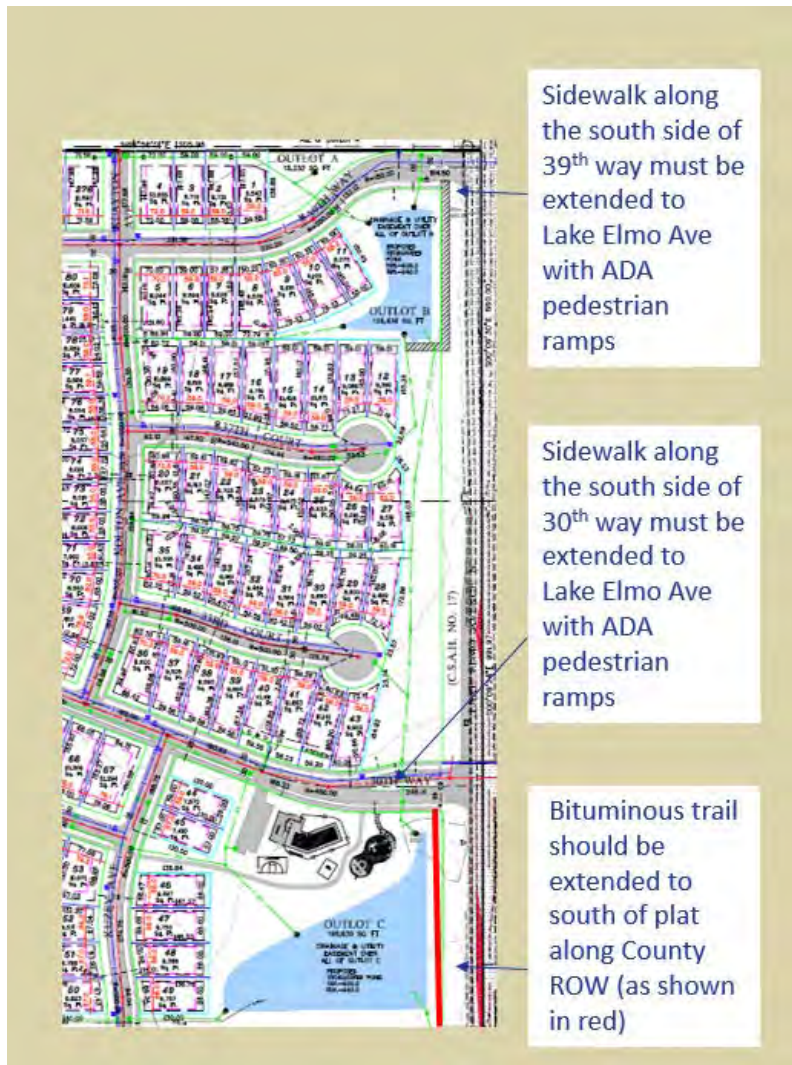


City Engineer Comments. The City Engineer memo dated December 5, 2017 is attached to this report, and significant issues are highlighted below and also throughout the report.

- *Preliminary Plat*
 - All public improvements to be constructed in accordance with City Engineering and Design Standards Manual dated March 2017.
 - Lot easement information must be shown on the grading plans.
 - Written landowner permission must be submitted as part of the final plat development applications for any off-site grading work and stormwater discharges to adjacent properties.
 - Comments on outlots and stormwater ponds are illustrated below.

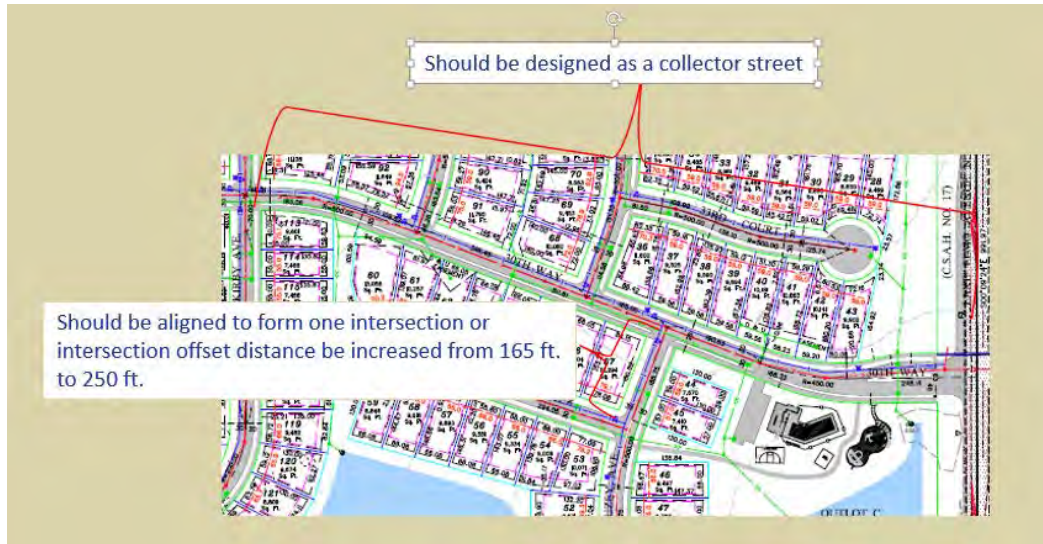


- *Transportation Improvements*
 - Sufficient right-of-way dedication must be provided along Lake Elmo Ave. Right-of-way is currently not delineated.
 - Access from Lake Elmo Avenue are acceptable to both the City and County.
 - Comments on pedestrian facilities are illustrated below.

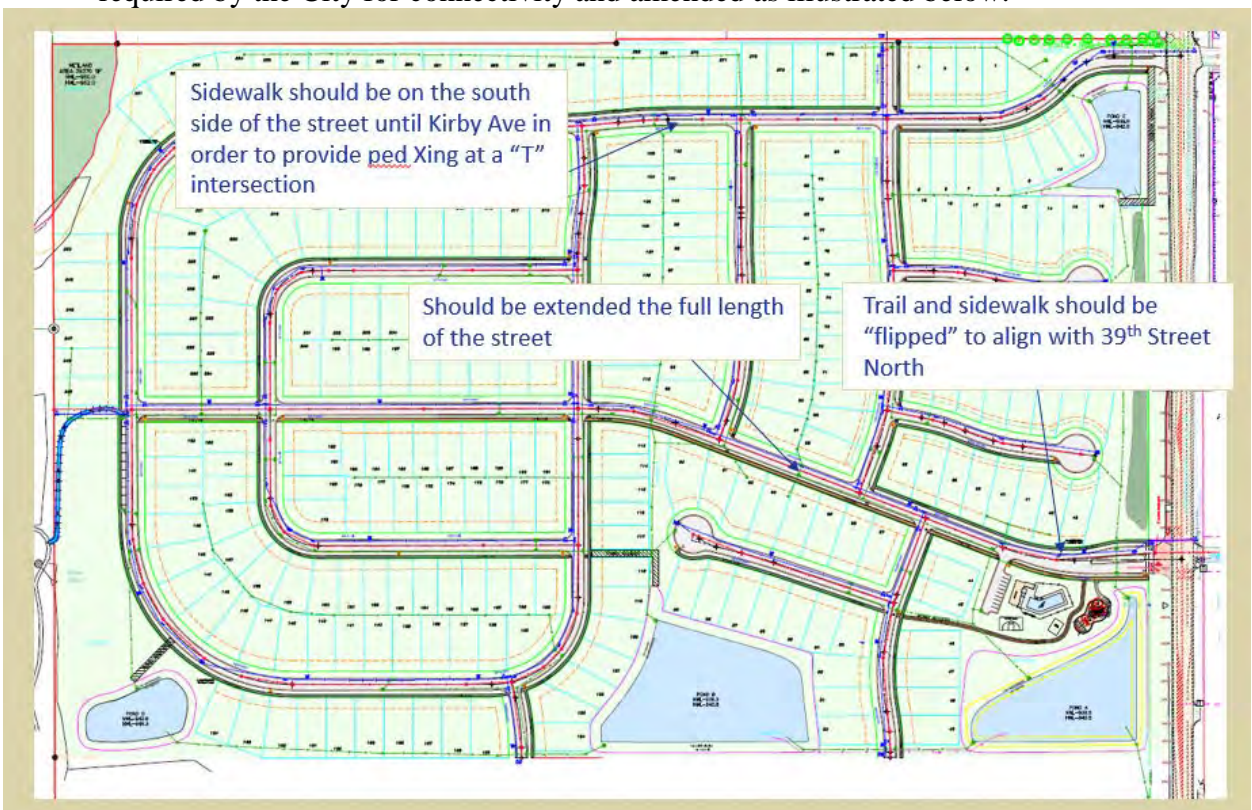


- *Residential Streets*

- The connection of street stubs to the property to the north should be located to allow the northerly property to be able to plat along a 2-sided street as part of any future development of the site. Insufficient information has been provided to show that this condition has been met.
- Parkways or divided roadways must be a minimum of 19 feet in width.
- The proposed 276 lots will generate approximately 2,760 trips a day, and so the 30th Way segment as identified below (Lake Elmo Avenue to Kirby Avenue) should be designed to meet the City design standards for a collector street and intersections realigned as shown below.



- Six foot sidewalks must be provided along all residential streets and as may be required by the City for connectivity and amended as illustrated below.



- Typical street sections must be revised on the Preliminary Plans as outlined in the review memo.
- The ten parking spaces along 28th Street should be moved south a sufficient distance to allow a standard perpendicular cross walk configuration.
- *Grading Plan, Stormwater Management, and Storm Sewer System*

- Site plan subject to stormwater management plan meeting State, VBWD, and City rules.
- Stormwater management plan proposes stormwater re-use through lawn irrigation in lieu of infiltration basins. It is a recommended condition of approval that Preliminary Plat and PUD Plans approval be contingent on the applicant submitting additional details on the proposed stormwater reuse system and ongoing operations for City review and consideration.
 - The City Engineer states in his memo that stormwater reuse can be an effective method to reduce reliance of potable water use while reducing stormwater discharges. However, the City does not have design standards or guidelines for implementation of stormwater reuse, and the ongoing operation and maintenance details must be developed for successful implementation.
- Stormwater ponds must be constructed meeting City standards, and designated maintenance access roads must be provided for all stormwater facilities.
- Storm sewer pipe easements at least 30 feet in width must be provided.
- 100-year High Water Level and all Emergency Overflow elevations must be shown on the grading plans and fully protected by drainage easement or outlot.
- Municipal Water Supply
 - Municipal water supply is available immediately adjacent to the development
 - The watermain stub to the Hamlet on Sunfish Lake development should be relocated further south to extend from the street near the south side of Lot 149.
- Municipal Sanitary Sewer.
 - Municipal sanitary sewer is available immediately adjacent to the proposed development at Lake Elmo Avenue and 39th Street North.
 - A detailed sanitary sewer phasing plan must be provided with Final Plat 1st Addition application to address timely connection to sewer for the wastewater treatment system that includes, at a minimum, dedicated right-of-way or utility easement extended to the westerly side of the plat.

Phasing Plan/Sewer Expansion to the Hamlet on Sunfish Lake – Condition of Approval of Concept PUD Plan. Staff has requested that the developer provide a phasing plan in order to get an understanding of when sewer can be expanded to serve the Hamlet on Sunfish Lake development. The Hamlet development presently has a failed wastewater system that the MPCA wanted to be remedied by the end of 2016. The developer's narrative states that phasing is difficult to predict and will hinge on a lot of different factors. If they gain the necessary approvals by spring, the goal is to begin construction as soon as weather permits. Phasing will be easier to determine once spring nears. The applicant has met with Hamlet on Sunfish Lake HOA and the City and plans to continue to partner with them and assist as weather permits. It was a condition of approval of the Concept PUD Plan that the Applicant provide a detailed phasing plan which includes a timeline for providing sanitary sewer to the Hamlet Development. The applicant has provided a phasing plan, attached, and it appears that sewer would be provided to Hamlet during the second phase. It is a recommended condition of approval that the applicant include a sewer easement extending to Hamlet with the Final Plat of 1st Addition.

Wetlands/Buffers. There is an existing wetland on the northwest corner of the development area shown to be partially within proposed residential lots. The City requires wetlands and wetland buffers to be fully contained within outlots, outside of lot areas.

Conditions of Concept PUD Plan Approval. The following indicates how conditions of Concept PUD Plan Approval have been met. While Concept PUD Plan approval does not afford the applicant development rights, understanding how these conditions have been met may be helpful.

1. *That the future preliminary plat and preliminary PUD Plans submittal identify all requests for flexibility from the V-LDR zoning district.*

The Applicant indicates in the narrative that PUD Flexibility is being requested on minimum lot width, lot area, front yard setback, side yard setback, and maximum impervious coverage.

2. *That all comments of the City Engineer's Memorandum dated May 8, 2017 be addressed with the future preliminary plat and preliminary PUD Plans submittal.*

It is a recommended condition of approval that the applicant address all items outlined in the City Engineer's memo dated December 5, 2017.

3. *That a shoreland tier analysis be provided with the future preliminary plat and preliminary PUD Plans submittal with the required 50% protected open space.*

A sufficient shoreland tier analysis has been done per City's shoreland ordinance and completed by the Developer as part of the application submittal.

4. *That the developer provide trails as recommended by the Parks Commission.*

The Parks Commission reviewed the Concept PUD at its meeting on May 15, 2017 and will review the Preliminary Plat and PUD Plans at its November 20, 2017 meeting. The Parks Commission recommended that a trail connection to the trails within the Hamlet on Sunfish Lake be provided if the developments to the west would open up their trails to the public. The City was not granted easements for the trails within the Hamlet on Sunfish Lake and Tapestry at Charlotte's Grove, and so the City would need to work with the Homeowners' Association of these two developments in order for these trails to become public trails.

5. *That any approval be contingent on complying with Washington County's requirements and requests pertaining to right-of-way, turn lanes and trail needs.*

The Preliminary Plans do not indicate sufficient right-of-way. This has been added as a condition of approval.

6. *That the preliminary plat and preliminary PUD Plans submittal include a landscape and buffering plan to address open space overlay area requirements.*

The Preliminary Plat and PUD Plans include a landscape submittal, but Staff does not believe it provides an adequate buffer. The landscaping is within residential lots, and there is no way to prohibit a single family homeowner to remove these trees (tree preservation requirement). As per the Village Urban Low Density Residential standards, development of areas within the Village Open Space Overlay District, as designated by the Comprehensive Plan, is not allowed. Residential lots shall not encroach on the areas designated as open space per this overlay district, unless berming or screening protected by a landscape easement is provided as an alternative approved by Council. Lots on the north side and some lots on the west side of the development encroach this buffer, and no landscape easement is proposed.

7. *That 6 ft. sidewalks be provided on one side of all city streets.*

Sidewalks or trails have been provided on one side of all city streets.

8. *That wetlands and wetland buffer areas be contained on outlots outside of lot areas.*

Wetland buffers are not completely contained in outlots outside of lot areas on the northwest portion of the site.

9. *That fees in lieu of park land dedication be provided as required by 153.14 with future final plat.*

The Parks Commission recommended and the Council adopted the condition that fees be provided in lieu of parkland, even though the proposed development is within a neighborhood park search area as indicated in the Comprehensive Plan. The Developer has already satisfied 6.51 acres of the 9.893 acres of parkland. The developer is proposing that the 4.24 acre park on the southwest corner of the site be public parkland. Staff would recommend that fees still be paid in lieu of park land dedication.

10. *That the preliminary plat and preliminary PUD Plans submittal include a detailed subdivision phasing plan which includes a timeline for providing sanitary sewer to the Hamlet development.*

The Applicant has not provided a phasing plan indicating when sewer will be extended to the Hamlet on Sunfish Lake development. The developer's narrative states that phasing is difficult to predict and will hinge on a lot of different factors. It also indicates that if the applicant gains the necessary approvals by spring of 2018, the goal is to begin construction as soon as weather permits.

11. *That the preliminary plat and preliminary PUD Plans submittal include a parking area for the HOA pool/playground recreation area.*

A parking area with ten spaces has been provided but does not provide handicap parking and needs to provide at least one handicap accessible space with appropriate aisle widths. The Commission should consider if this is adequate parking for the park. The street widths

of the southern east-west street are sufficient for parking on both sides. Even though the Village Parkway design requires a much wider street width for parking on both sides, the street within the proposed development is not meant to be a collector or arterial street.

- 12. That the preliminary plat and preliminary PUD Plans submittal include a detailed architectural plan and clearly identify the various architecture styles and locations for them on the plans.*

The Applicant has provided this as indicated in this report.

- 13. That the developer comply with any comments to be provided by the MnDNR.*

A shoreland tier analysis has been provided, and the Applicant has indicated the OHWL of Sunfish Lake to be 896.4 feet as requested by the MNDNR.

- 14. That the side yard setbacks be 10 ft./5 ft. consistent with the V-LDR zoning district or as an alternate, 7.5 ft./7.5 ft on each side, including window wells being outside of utility easements.*

The Applicant has requested a 7 or 8 foot setback.

- 15. That the Village Parkway design be carried throughout in this development with the southern road at least to the first street stub providing access to the south.*

There are some deviations from the Village Parkway design as indicated in this report.

- 16. That the density shown in the concept plan is not presently justified, but may be considered with the preliminary plat submittal.*

The Planning Commission should decide whether or not to recommend that the proposed density is justified.

Planning Commission Review. The Planning Commission held a public hearing and considered the proposed Preliminary Plat and PUD Plans at its meeting on December 11, 2017. The Planning Commission had the following comments in regards to the proposal:

- Concern that the proposed development did not provide a sufficient greenbelt corridor/open space overlay district.
- Disagreement with Staff-proposed amenity points.
- Concern about lack of standards for and provided detail on stormwater reuse.
- Concern about there only being two entrances to the development given the proposed number of homes. A motion was made that it be a condition of approval that the applicant obtain an easement to access 43rd Street in order to provide a third access to the development in case of emergency, but the motion failed.

Public Hearing Comments. Three people spoke during the public hearing, and concern was expressed about the lack of buffer on the proposed development, as well as the density and number of homes proposed.

Developer Comments. The Developer spoke at the meeting and explained that the City and Hamlet on Sunfish Lake had approached GWSA to develop the subject parcel as soon as possible in order to bring sewer to Hamlet on Sunfish Lake as soon as possible, as connection of sewer to this development must take place by the end of 2020 or it would trigger fines or a requirement to replace the current system at a great expense. The developer further explained that because GWSA's other development, Village Preserve, still has about fifty lots that have not yet been built on, that the proposed density of the subject development is necessary in order to go forth at this time.

Since the Planning Commission meeting, the Developer has provided a response memo, attached as The Legacy at North Star Planning Commission Review Memo Dated 12.21.2017, along with an exhibit that shows perimeter distances from adjacent parcels and a landscape rendering.

Amenity Points. The Planning Commission determined that the following amenity points should be granted for the proposed development:

- **Public Right-of-Way Dedication.** If the Applicant constructs a trail along the Schiltgen Property along with a pedestrian crossing at the location that the County and City deem appropriate, the Planning Commission stated that ten (10) amenity points should be granted for the proposed development. Staff has discussed this with the applicant, who has expressed concern in receiving permission from the property owner of the Schiltgen parcel to be able to do this. Staff would like to note that if the applicant were to construct this trail and crossing, there is no trail that will bring pedestrians directly to the school on the east side of Lake Elmo Avenue.
- **Stormwater Re-Use.** While the Planning Commission, as mentioned above, expressed concern in the lack of standards for and detail on the proposed stormwater reuse, they did state that if the City Engineer approves the proposed stormwater reuse plan, that three (3) amenity points should be awarded for stormwater reuse.
- **Theming.** The Planning Commission believed that only one (1) amenity point should be awarded for theming, as they really only saw fencing as a proposed theming element and so believed that not all three amenity points as Staff proposed should be granted.

Conditions. The Planning Commission recommended the following amendments to Staff-proposed conditions of approval:

10. That the Applicant provide ~~adequate~~ a minimum 100 foot buffer from property lines of adjacent parcels to structures within the proposed development through outlots protected by an open space easement or other instrument as approved by the City or sufficient landscaping or berming within residential lots protected by a landscape easement and approved by the City to adequately buffer the northern and western portions of the development as indicated by the Village Open Space greenbelt corridor of the Comprehensive Plan Land Use Plan.

16. That the proposed 15 foot front yard setback be approved provided ~~That~~ the HOA documents include architectural requirements that require 4-sided architecture and garages facing the public right-of-ways to have windows and/or other architectural features.

The addition of the following condition:

24. The proposed 7’/8’ sideyard setbacks shall be approved by the City Engineer.

Hamlet on Sunfish Lake HOA Input. Since the Planning Commission, the Hamlet on Sunfish Lake HOA has provided a written memo to the Council, attached. The memo indicates the following:

- Their interest in connecting to City sewer by the MPCA-amended deadline of 2020 (see attached Schedule of Compliance (SOC)).
- That only 50% of the HOA is interested in making their trails public and connecting to Legacy at North Star’s trails. They would instead support the option of accepting a trail easement so that the City may construct the trail if/when the majority of the HOA is in agreement to make the trails public.
- Their desire for there to be a 100 foot buffer on the west edge of the Legacy at Northstar development.

RECOMMENDED FINDINGS:

Staff recommends approval of the Preliminary Plat and PUD Plans based on the following findings:

1. That the Preliminary Plat and PUD Plans are consistent with the intent of the Lake Elmo Comprehensive Plan and the Future Land Use Map for this area with the exception of the Village Open Space Overlay District Greenbelt Corridor.
2. That the Preliminary Plat and PUD Plans comply with the general intent of the Village-Urban Low Density Residential zoning districts with PUD modifications.
3. That the PUD Concept Plan generally complies with the City’s Subdivision regulations.
4. That the PUD Concept Plan is generally consistent with the City’s engineering standards with exceptions as noted in the City Engineer’s memorandum dated December 5, 2017.
5. The PUD Concept Plan meets the minimum requirement for a PUD including minimum lot area, open space and street layout.
6. The PUD Concept Plan meets more than one of the required PUD objectives identified in Section 154.751 including providing: 1) more adequate, usable, and suitably located open space and recreational amenities and other public facility than would otherwise be provided under conventional development techniques. 2) Preservation and enhancement of important environmental features through careful and sensitive placement of buildings and facilities, and 3) Allowing the development to operate in concern with a redevelopment plan in certain areas of the City and to ensure the redevelopment goals and objective will be achieved.
7. The PUD Concept Plan meets the allowed density requirements allowed with PUD flexibility.
8. That the Applicant is providing the following amenities, for which the City shall award amenity points (one point equal to one percent allowed increase in density):

- a. Construction of a trail to the south of the plat and grading along the right-of-way of the property to the south along with construction of a pedestrian crossing at a location approved by the City and County (10 points).
 - b. Stormwater reuse if approved by the City Engineer (3 points).
 - c. Theming elements from the Lake Elmo Theming Study (1 point).
 - d. Dedication of the 4.24 acre park in the southwest corner of the development (5 points).
9. That the proposed PUD will allow a more flexible, creative, and efficient approach to the use of the land, and will specifically relate to existing zoning district standards in the following manner (with exceptions as noted):

a. Lot Dimensions and Bulk Building Requirements

	Villa Lots	Interior Single Family	Exterior Single Family
Minimum Lot Width	55 ft.	55 ft.	66 ft.
Minimum Lot Area	7,900 sq. ft.	6,900 sq. ft.	8,500 sq. ft.
Minimum Front Yard Setback	15 ft.	25 ft.	25 ft.
Minimum Side Yard Setback	7 ft./8 ft.	7 ft./8 ft.	10 ft./5 ft. or 7.5 ft./7.5 ft.
Maximum Impervious Surface	50%	40%	45%

RECOMMENDATION:

Staff and the Planning Commission recommend that Council adopted Resolution 2017- approving the requested Preliminary Plat and PUD Plans with the following conditions:

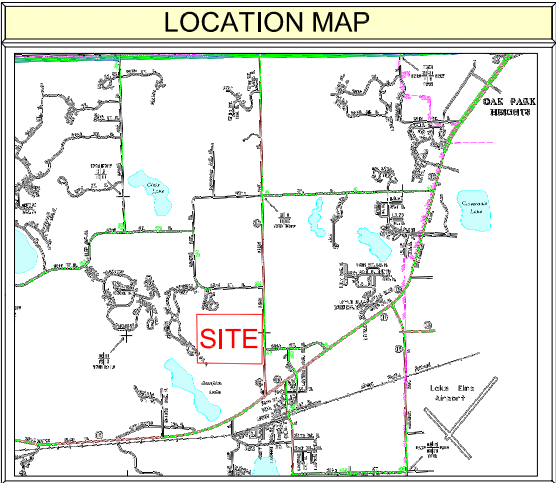
1. That PID# 1102921440001 is subdivided to create Parcel 3 as indicated on the Preliminary Plat and that a Zoning Map Amendment is approved to rezone Parcels 1, 2, and 3 from Rural Development Transitional to Village Urban Low Density Residential.
2. That the future preliminary plat and preliminary PUD Plans includes parcels with the PID#s 1402921110001, 1102921430001, and a portion of 1102921440001.
3. That the future Final Plat and PUD Plans submittal identify all requests for flexibility from the V-LDR zoning district.
4. That all comments of the City Engineer's Memorandum dated December 5, 2017 be addressed.
5. That the Applicant submit additional details on the propose stormwater reuse system and ongoing operations for City review and consideration. Ownership, maintenance and ongoing operational responsibilities must be clearly defined, and City acceptance of stormwater reuse must be contingent upon the City agreeing to the ongoing ownership, maintenance and operation plan, including the execution of a stormwater maintenance and easement agreement that addresses stormwater reuse.

6. That the Applicant provide a detailed phasing plan with the Final Plat 1st Addition application that clearly indicates the phasing of the construction for each public infrastructure component and addresses both construction access to the site and public access for new residents. Temporary cul-de-sacs should be part of the phasing plans and are required for any street with a platted lot with driveway access.
7. That the developer provide a trail connecting the trail in the middle of the development to Hamlet on Sunfish Lake only if the trails in Hamlet on Sunfish Lake are made public, or, as an alternative, provide a 30-foot wide trail corridor easement or outlot for future connection if Hamlet on Sunfish Lake trails are made public. The Applicant shall not receive parkland dedication credit for the trail outlot or easement or construction of the trail.
8. That any approval be contingent on complying with Washington County's requirements and requests pertaining to right-of-way, turn lanes and trail needs as noted in the Washington County Memo dated June 1, 2017. Verification from Washington County that sufficient right-of-way along Lake Elm Avenue N (CSAH-17) has been provided must be received by the City.
9. The Applicant shall be solely responsible for all construction costs associated with the intersection improvements as recommended by Washington County.
10. That the Applicant provide a minimum 100 foot buffer from property lines of adjacent parcels to structures within the proposed development through outlots protected by an open space easement or other instrument as approved by the City or sufficient landscaping or berming within residential lots protected by a landscape easement and approved by the City to adequately buffer the northern and western portions of the development as indicated by the Village Open Space greenbelt corridor of the Comprehensive Plan Land Use Plan.
11. That the Landscape Plans receive approval from the City's Landscape Architect and include revisions as mentioned in the Staff Report dated to the Planning Commission dated December 11, 2017.
12. That wetlands and wetland buffer areas be contained within outlots outside of lot areas and dedicated to the City.
13. That the Applicant dedicate the park to the City without receiving parkland dedication credit and that the Applicant pay parkland dedication fees as required by 153.14 with future final plat.
14. That the Applicant provide a detailed sanitary sewer phasing plan must be provided with Final Plat 1st Addition application to address timely connection to sewer for the wastewater treatment system that includes, at a minimum, dedicated right-of-way or utility easement extended to the westerly side of the plat.
15. That the Final Plat and PUD Plans include a parking area for the HOA pool/playground recreation area that meets all applicable standards.
16. That the proposed 15 foot front yard setback be approved provided the HOA documents include architectural requirements that require 4-sided architecture and garages facing the public right-of-ways to have windows and/or other architectural features. That the Landscape Plans receive approval from the City's Landscape Architect and include revisions as mentioned in the Staff Report dated to the Planning Commission dated December 11, 2017.
17. That the developer comply with any comments to be provided by the MnDNR.

18. That if the park/open space within the southwest corner of the development is HOA-owned, that the developer provide deed restrictions, covenants, permanent easements or other instruments for open space that prohibit future vegetative and topographic alterations other than routine maintenance, construction of buildings or storage of vehicles and other materials; and ensure preservation and maintenance of open space.
19. That the Applicant provide fencing around the stormwater ponds adjacent to the parks on the southeastern and southwestern portions of the site for the protection of park goers.
20. That all Fire Chief and Building Official comments be addressed.
21. That street names comply with City's Street Naming Policy.
22. That the Applicant provide specific examples of proposed development signage, fencing, landscaping, lighting and site furnishings, including the clubhouse, that will adhere to the Lake Elmo Branding and Theming Study with the Final Plat and PUD Plans submittal.
23. That the Applicant submit and the City approve updated Preliminary Plat and PUD Plans prior to submission of Final Plat and PUD Plans.
24. The proposed 7'/8' sideyard setbacks shall be approved by the City Engineer.
25. That the Applicant construct a bituminous trail extending south along the County right-of-way from 30th Way to the southerly plat limits (along the east side of Outlot C) and the County right-of-way should be graded for a future bituminous trail extension (grade ready trail)/ a bituminous trail shall be constructed within the County right-of-way along the storm sewer outfall pipe location.

ATTACHMENTS:

1. Application Narrative
2. Preliminary Plat and PUD Plans
3. Landscape Plans
4. Sewer Phasing Plan
5. Lot Exhibit
6. Shoreland Tier Analysis
7. Fire Chief and Building Official Comments
8. City Engineer Report
9. Washington County Memo
10. MNDNR Memo
11. Planning Commission Comments Memo from GWSA
12. Perimeter Distance Exhibit
13. Landscape Rendering
14. Hamlet on Sunfish Lake HOA Memo
15. MPCA SOC Amendment



SHEET INDEX TABLE

SHEET	Description
SP	Site Plan
ALTA	ALTA
PP	Preliminary Plat
ST1-ST16	Preliminary Street Plan
UP1-UP13	Preliminary Utility Plan
GP1-GP6	Preliminary Grading Plan
EC1-EC6	Preliminary Erosion Control Plan

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PUD CONCEPT PLAN

Zoning - PUD
Fysb - 25 ft
Fysb (sideload) - 15 ft
Sysb - 15 ft (Total)
Rysb - 20 ft
Corner Lot - 20 ft
60' Row - 28' B-B Streets
55' VILLA - 72
(55' x +/- 140')
55' SINGLE FAMILY - 76
(55' x +/- 120')
66' (SINGLE FAMILY - 128
(66' x +/- 130')
TOTAL UNITS - 276

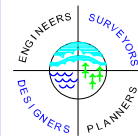
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DRAWING NAME	NO.	BY	DATE	REVISIONS
3120-047 A	01	TCW	11/17/17	LAYOUT REVISIONS
DRAWN BY				
TCW				
CHECKED BY				
RSM				
DATE				
10/05/17				

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ROBERT S. MOLSTAD, P.E.
Date: 10/05/17 Lic. No. 26728



SATHRE-BERGQUIST, INC.
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CITY PROJECT NO.

**LAKE ELMO,
MINNESOTA**

SITE PLAN

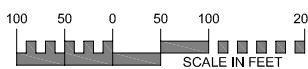
THE LEGACY AT NORTH STAR
GWSA LAND DEVELOPMENT

FILE NO.

3120-047

SP

SP



THE LEGACY AT NORTH STAR

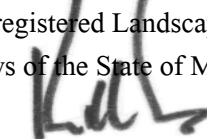


Norby & Associates
Landscape Architects
Inc.
200 East Second St
Chaska, MN 55318
(952) 361-0644

TYPE
Preliminary Landscape Plan

ISSUE
11-22-17
DRAWN BY
MK

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

Signed: 
Date: 11/22/17 Registration #: 20144



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THE LEGACY AT NORTH STAR



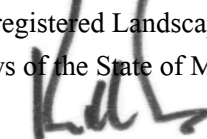
Norby & Associates
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(952) 361-0644



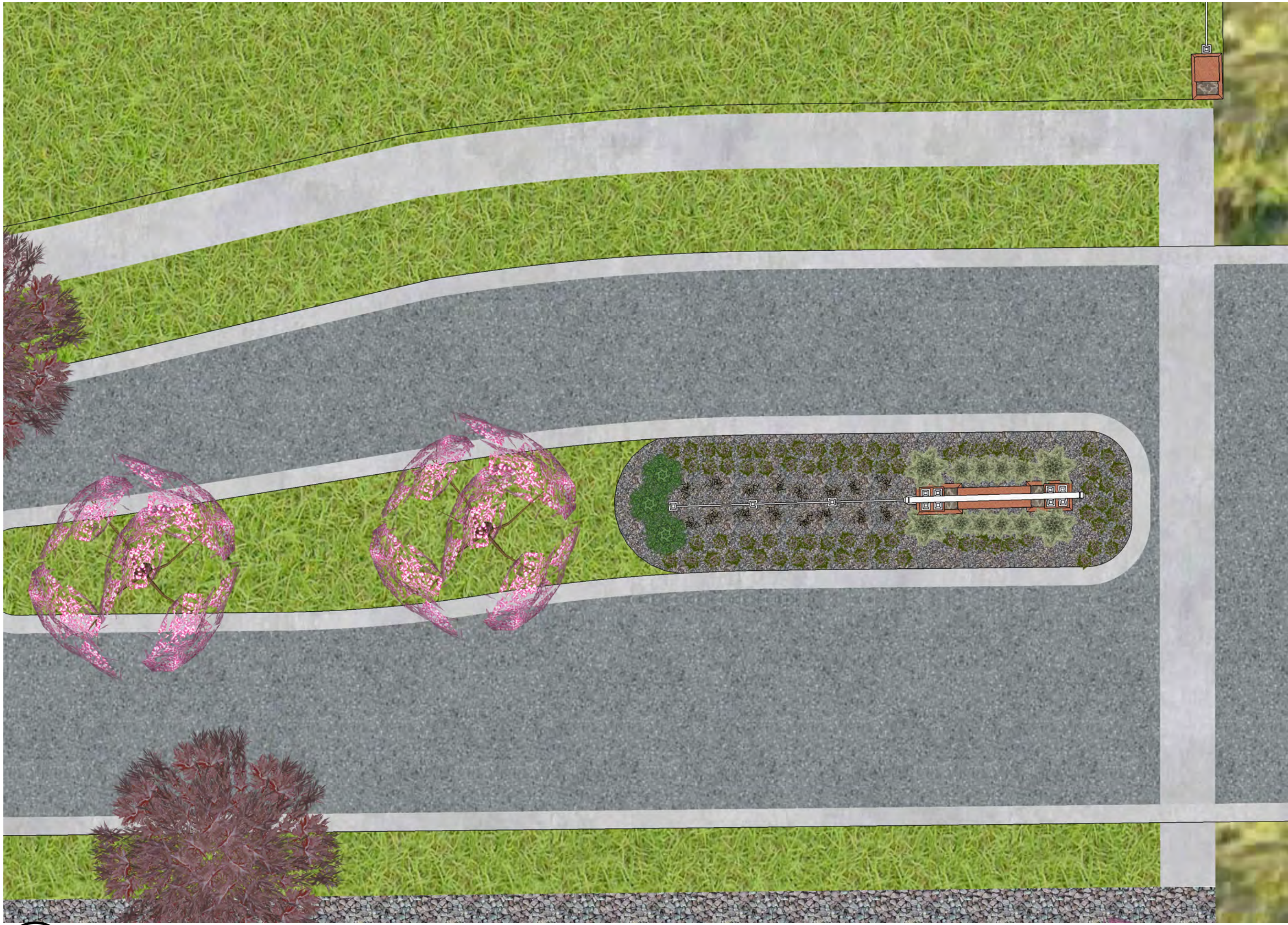
TYPE
Preliminary Landscape Plan

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11-22-17
DRAWN BY
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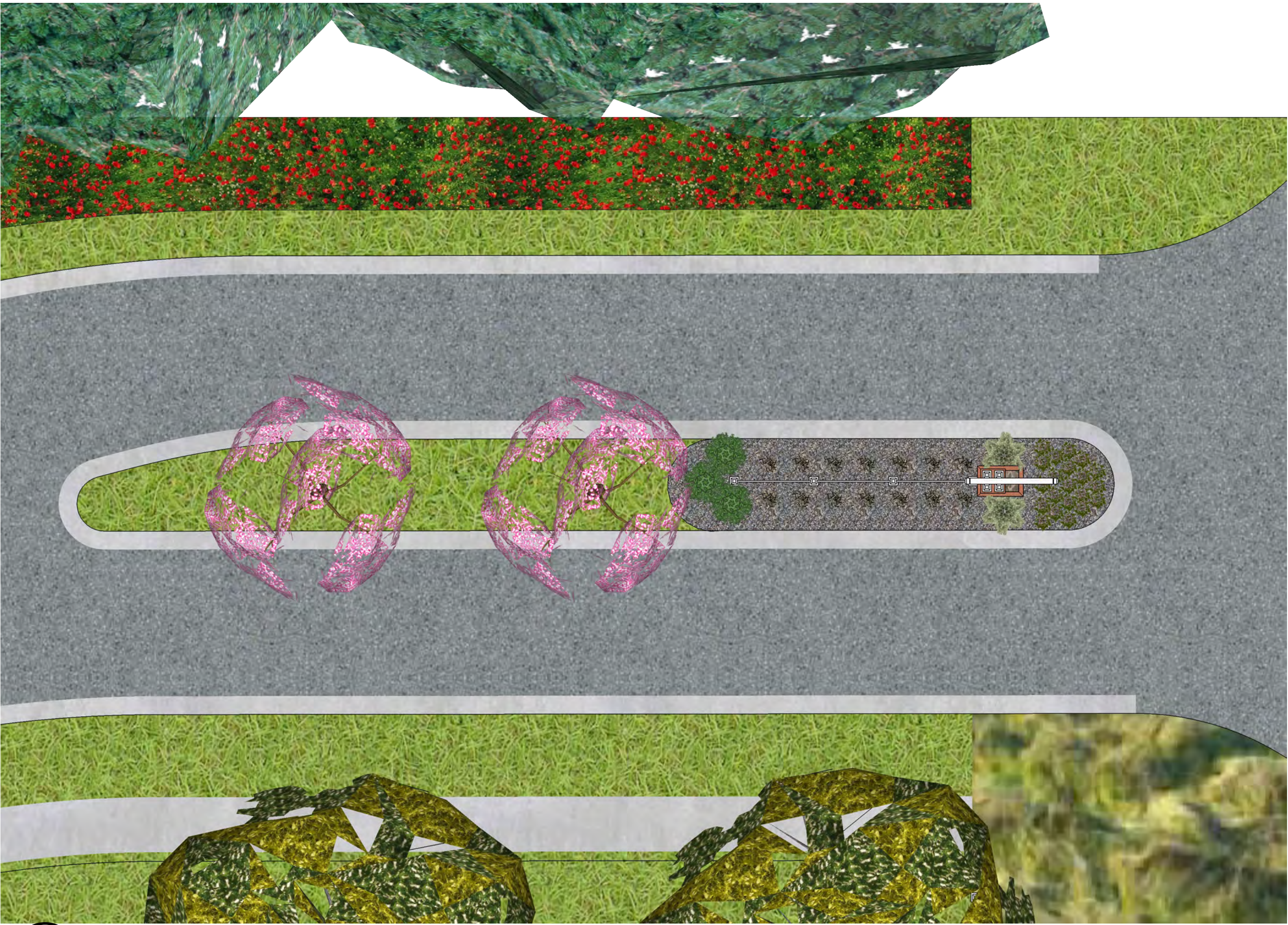
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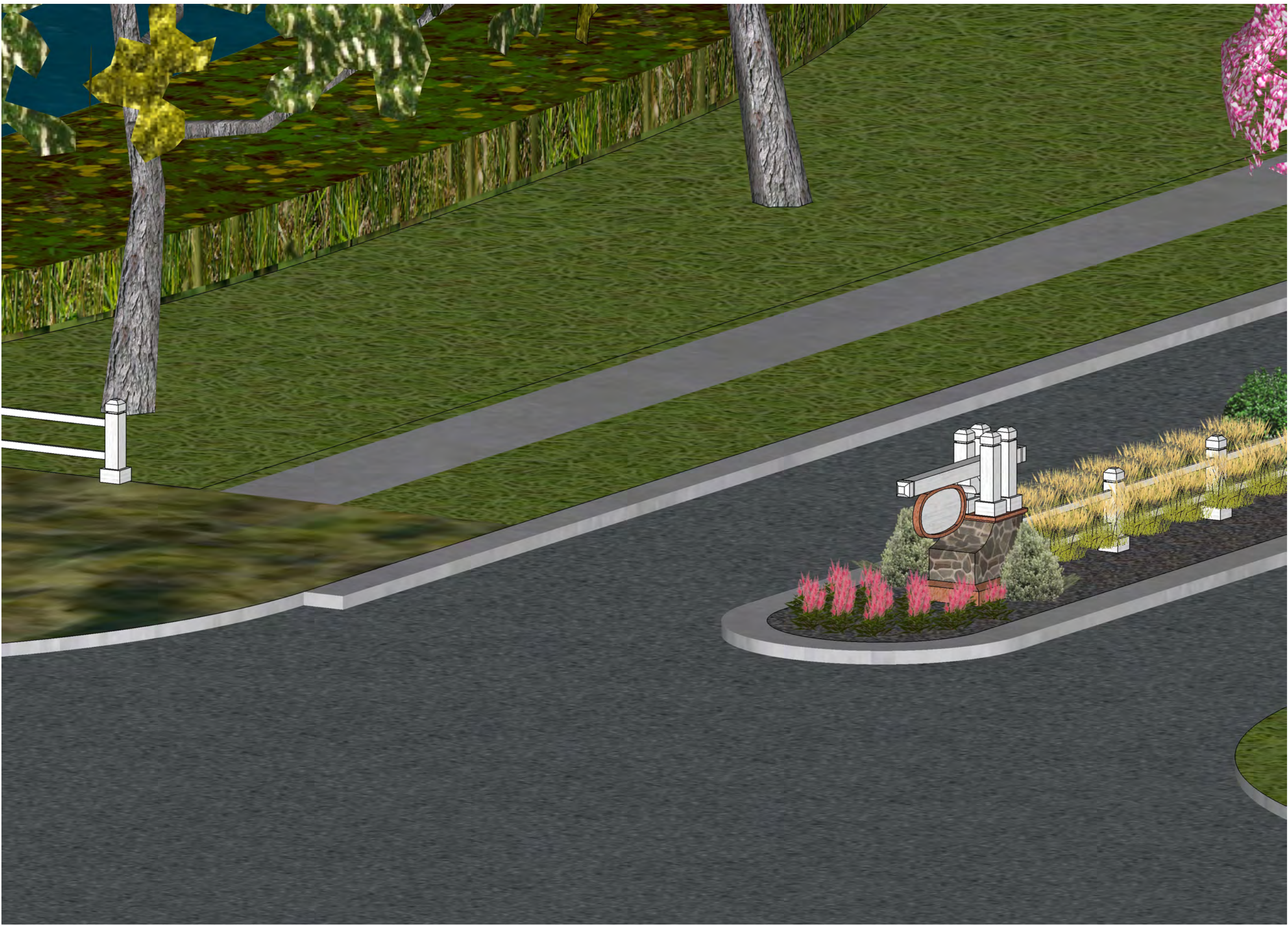
L3
1
MAIN ENTARNC PLAN
SCALE: 1"=10"



L3
2
MAIN ENTRANCE PERSPECTIVE
NO SCALE



L3
3
SECONDARY ENTARNC PLAN
SCALE: 1"=10"



L3
4
SECONDARY ENTRANCE PERSPECTIVE
NO SCALE



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Landscape Architects
Inc.
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Chaska, MN 55318
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TYPE
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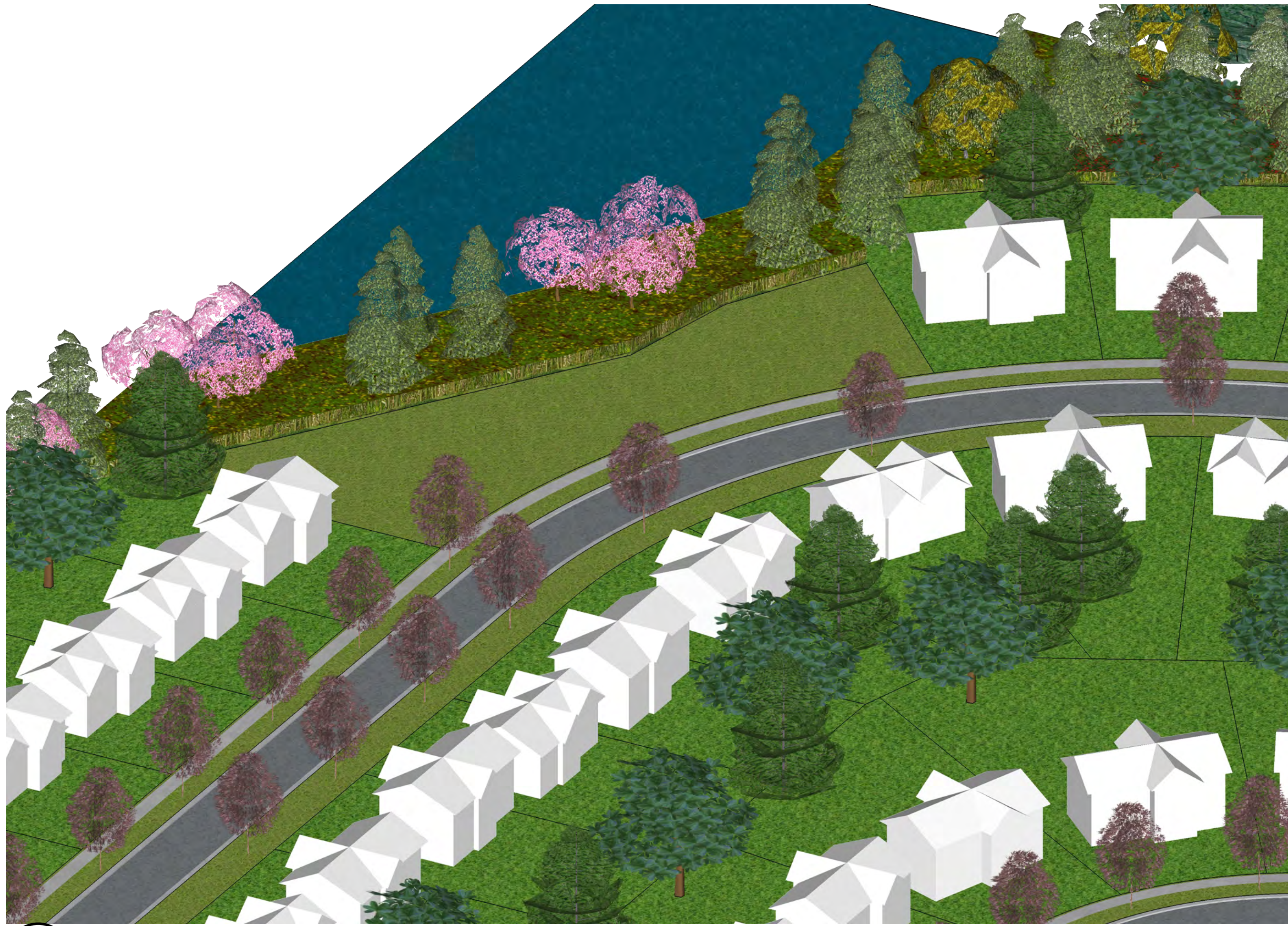
L.03

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(952) 361-0644



L4
1 NW GREEN SPACE PERSPECTIVE
NO SCALE



L4
2 PARK AREA PERSPECTIVE
NO SCALE



L4
3 SW GREEN SPACE PERSPECTIVE
NO SCALE

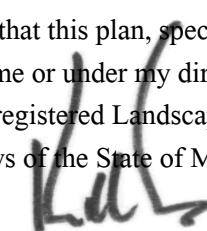


L4
4 LAKE ELMO AVE PERIMETER FENCE PERSPECTIVE
NO SCALE

TYPE
Preliminary Landscape Plan

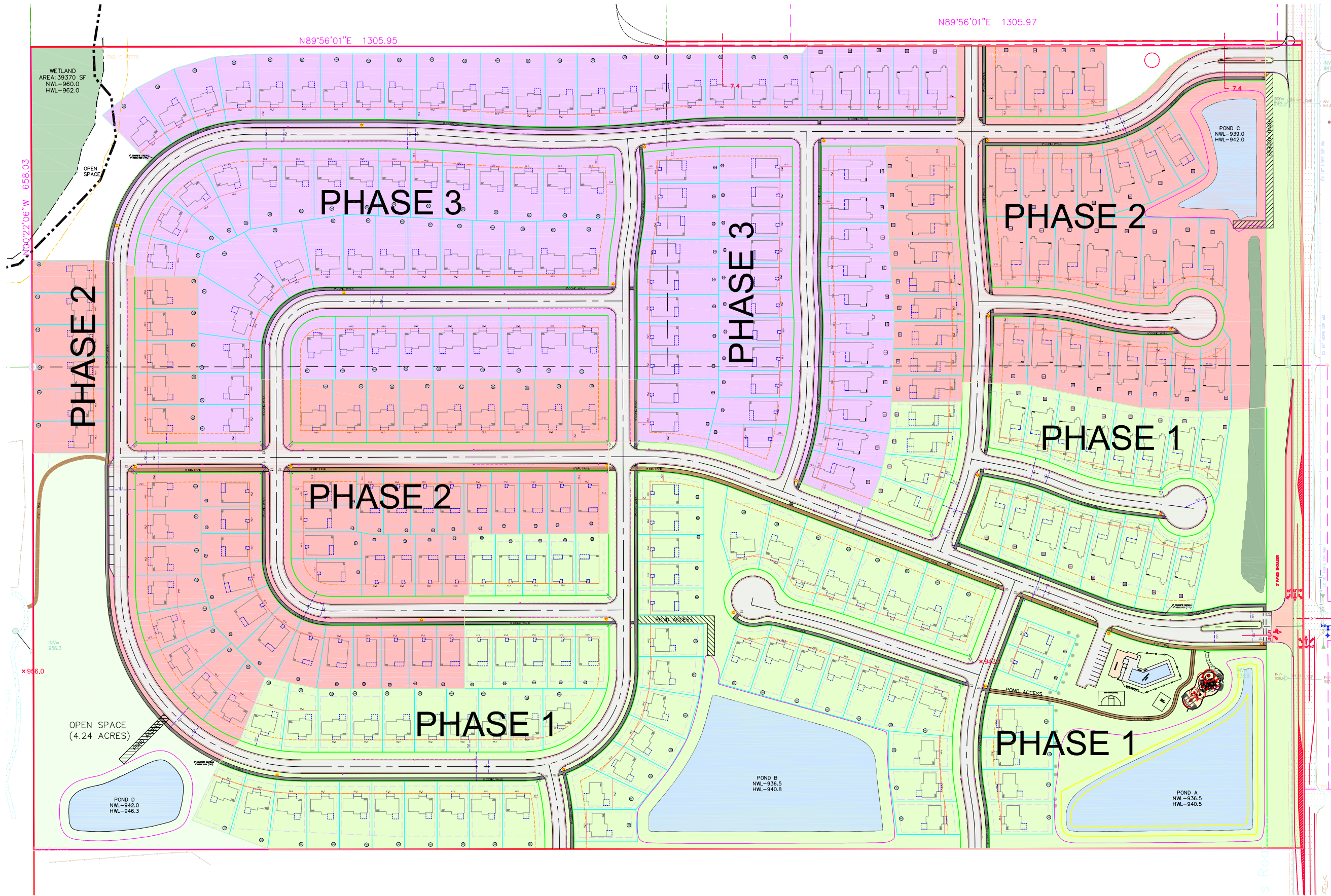
ISSUE
11-22-17
DRAWN BY
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PUD CONCEPT PLAN

- 55' VILLA UNITS - 72 (55' X +/- 140')
- 55' SINGLE FAMILY UNITS - 67 (55' X +/- 120')
- 66' SINGLE FAMILY UNITS - 137 (66' X +/- 130')

TOTAL UNITS - 276

PHASE 1 PLAN

- 55' VILLA UNITS - 20 (55' X +/- 140')
- 55' SINGLE FAMILY UNITS - 17 (55' X +/- 120')
- 66' SINGLE FAMILY UNITS - 49 (66' X +/- 130')

TOTAL UNITS - 86

PHASE 2 PLAN

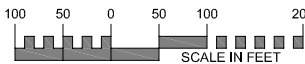
- 55' VILLA UNITS - 36 (55' X +/- 140')
- 55' SINGLE FAMILY UNITS - 29 (55' X +/- 120')
- 66' SINGLE FAMILY UNITS - 28 (66' X +/- 130')

TOTAL UNITS - 93

PHASE 3 PLAN

- 55' VILLA UNITS - 16 (55' X +/- 140')
- 55' SINGLE FAMILY UNITS - 21 (55' X +/- 120')
- 66' SINGLE FAMILY UNITS - 60 (66' X +/- 130')

TOTAL UNITS - 97



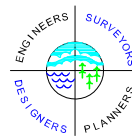
DRAWING NAME	NO.	BY	DATE	REVISIONS
3120-047				
DRAWN BY				
TOW				
CHECKED BY				
RSM				
DATE				
10/05/17				

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Robert S. Molstad

ROBERT S. MOLSTAD, P.E.
Date: 10/05/17 Lic. No. 26728



SATHRE-BERGQUIST, INC.
150 SOUTH BROADWAY WAYZATA, MN. 55391 (952) 476-6000

CITY PROJECT NO.

--

LAKE ELMO,
MINNESOTA

PHASING PLAN

THE LEGACY AT NORTH STAR
GWSA LAND DEVELOPMENT, LLC.

FILE NO.

3120-047

PH
EX

[illegible]

From: [Michael Bent](#)
To: [Emily Becker](#)
Cc: [Greg Malmquist](#)
Subject: The Legacy at North Star - Development Review Comments
Date: Tuesday, October 17, 2017 9:26:21 AM

The Legacy at North Star Development

Review Comments

Street Names:

The street numbers listed in various locations, 28th Way, 30th LN and 39th Way are not appropriate.

The street coming into of the NE corner of the development currently labeled 30th Way aligns with 39th St N across Lake Elmo Ave so this is the starting point for the numbering. This east/west street is a continuation of 39th ST N.

The street coming into the development at the NE corner of the development labeled as 41 ST should be 41st ST N. This aligns with the street into Village Preserve development east of Lake Elmo Ave with the same name. This street is a continuation of 41st St N.

The east/west streets in between 39th ST N and 41st ST N will need to be relabeled and numbered accordingly. Whether an 'upper' and 'lower' configuration is necessary is subject to review once revised street names have been assigned.

There is a North/South street labeled as 'Klayton Ave'. This street should be renamed, the City of Lake Elmo already has a 'Layton Ave' and there is a large potential for confusion in an emergency response situation to confuse addresses/streets with such similar names.

Fire Hydrants:

-

Hydrant locations throughout the development look adequate with the following exceptions:

A fire hydrant should be extended to the parking lot area of the proposed pool house. The hydrant should be on the east side of the parking area to serve both the parking lot and the pool house.

A hydrant should be added to the development entry on the south end in a similar location as the one located at the north entrance.

The hydrant on the street currently named Layton Ave, just to the east of Lot 141/142, should be moved toward the south so it is centered between the intersection to the north and the intersection to the south.

Street Terminations:

-

The two street terminations on the south side of the property intended as 'future extensions' may need to be revised as cul de sacs due to the length of the extensions. The extension on Kolten has lots on the extension and is long enough to need a turn-around at the south end.

Michael Bent
Building Official
City of Lake Elmo
651-747-3910
mbent@lakeelmo.org



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: December 5, 2017

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

Re: Legacy at North Star
Preliminary Plan Engineering Review

An engineering review has been completed for the Legacy at North Star Preliminary Plat/Plans received on November 21, 2017. The submittal consisted of the following documentation prepared by Sathre Bergquist, Inc. unless otherwise noted:

- Preliminary Plat Narrative dated September 29, 2017 and prepared by Gonyea Company.
- Preliminary Plat, Sheets 1-2, dated October 6, 2017.
- ALTA Survey dated December 12, 2016.
- Preliminary Plans dated October 5, 2017.
- Stormwater Management Plan dated October 6, 2017 and prepared by AE2S.
- Landscape Plans, Sheet LP1-LP2, dated September 29, 2017 and prepared by Norby & Associates.

STATUS/FINDINGS: Engineering has prepared the following review comments:

PRELIMINARY PLAT

- Preliminary plat approval should be contingent upon all public improvements that support the development being designed and constructed in accordance with the City Engineering Design Standards Manual dated March 2017.
- Preliminary plat approval should also be contingent upon the preliminary plans being revised and approved by the City prior to the City accepting an application or plans for final plat.
- The preliminary plans must be revised so that Outlot naming is consistent throughout the Preliminary Plat and Preliminary Plans. Since they differ throughout the submittal documents, these review comments reference the Outlot names used from the Preliminary Plat.
- Outlot A drainage and utility easement must be provided over all of Outlot A to incorporate all storm sewer, the low area 100-year HWL and over the entire emergency overland flow path. The drainage and utility easement has been shown on the Preliminary Plat, but must also be shown on the utility and grading plans.
- Outlot B includes a storm water pond that must be dedicated to the City as part of the Plat, including the 100-year HWL and maintenance access road. Outlot ownership must be identified on the Preliminary Plat, utility and grading plans. The pond maintenance road must be moved from the County right-of-way and placed entirely within Outlot B. Grading must be provided to maintain a maximum grade of 10% throughout the length of the maintenance access road. All emergency overflows and flow paths and storm sewer piping must be protected by easement meeting City standard widths if not located in the City Outlot.

- Outlot C includes a storm water pond that must be dedicated to the City as part of the Plat, including the 100-year HWL and maintenance access road. The Outlot must be divided into 2 Outlots to provide City ownership for the storm water system and private ownership for the Park facilities. Outlot ownership must be identified on the Preliminary Plat, utility and grading plans. All emergency overflows and flow paths and storm sewer piping must be protected by easement meeting City standard widths if not located in a City Outlot. The pond maintenance access road must be included in the City owned Outlot and must extend from the public right-of-way to the pond maintenance bench.
- Outlot D includes a storm water pond that must be dedicated to the City as part of the Plat, including the 100-year HWL and maintenance access road. Outlot ownership must be identified on the Preliminary Plat, utility and grading plans. The pond maintenance road must be revised to provide more direct access and to meet the maximum allowable grades of 10%, from the public right-of-way to the pond maintenance bench. All emergency overflows and flow paths and storm sewer piping must be protected by easement meeting City standard widths if not located in the City Outlot.
- Outlot E includes a storm water pond that must be dedicated to the City as part of the Plat, including the 100-year HWL and maintenance access road. Outlot E also includes a trail connecting to Hamlet on Sunfish Lake. This Outlot must be divided into 3 Outlots to provide City ownership for the storm water system, City ownership for the trail corridor (minimum 30 feet in width centered over the trail), and private ownership for the open space. Outlot ownership must be identified on the Preliminary Plat, utility and grading plans. All emergency overflows and flow paths and all utilities, including sanitary sewer and watermain extensions, must be protected by easement meeting City standard widths if not located in a City Outlot.
- Outlot F should be HOA owned and maintained. Outlot ownership must be identified on the Preliminary Plat, utility and grading plans.
- A drainage and utility easement meeting City minimum standards must be provided over the storm sewer outfall pipe south of the plat. The permanent drainage and utility easement must be shown on the utility and grading plans.
- The street name must be corrected on the Preliminary Plat to Kolton Avenue for the portion of Kolton Avenue that extends north of 39th Way.
- All emergency overflow elevations must be fully protected by drainage easement. See grading plan comments.
- Drainage and utility easements are required over all storm sewer, sanitary sewer and watermain not located on City Outlots and right-of-way, minimum 30-feet in width centered on the pipe/structure. Easements must be shown on the Preliminary Plat, Utility Plans and Grading Plans. Grading plans must be resubmitted with lot easement information shown for City review.
- Written landowner permission must be submitted as part of the final plat development applications for any off-site grading work and storm water discharges to adjacent properties.
 - Grading is proposed off-site along several locations of the southern plat boundary, including three storm water emergency overflow discharge locations.
 - Two storm water emergency overflow locations are proposed along the northern plat boundary.
 - Grading is proposed off-site within the Washington County right-of-way, including construction of the storm sewer outfall pipe and ditch grading.

TRANSPORTATION IMPROVEMENTS

- Right-of-way dedication. The Plat must dedicate sufficient right-of-way along CSAH 17 (Lake Elmo Avenue) as required by Washington County. The preliminary plat/plans show right-of-way being dedicated but do not provide dimensions. In addition, the applicant does not indicate the right-of-way that is being required by Washington County. Preliminary plat approval must be contingent upon the right-of-way dedication being fully detailed and annotated on revised preliminary plat and plans and County correspondence must be submitted to verify that Washington County is satisfied with the right-of-way dedication being proposed.
- Access Management. The Preliminary Plat/Plans shows two access locations to Lake Elmo Avenue, one at 39th Street North and one at 41st Street North, approximately 1,160 feet apart. Both locations have been

previously accepted by the City and Washington County and should be acceptable access locations for the development.

- Washington County Intersection Improvements. Preliminary Plat approval must be contingent upon the developer constructing as part of the development project and at its sole cost all intersection improvements recommended by Washington County. The preliminary plans show a left turn lane being constructed at the 30th Way/39th Street intersection. Additional improvements may need to be incorporated into the plans as these intersections are further evaluated by Washington County and the City of Lake Elmo.
- Pedestrian facilities. The Preliminary Plat should be contingent upon the plans including the necessary pedestrian facilities and safety improvements as identified by Washington County and the City of Lake Elmo.
 - To accommodate pedestrian crossing at 39th Way and Village Preserve, the sidewalk along the south side of 30th Way must be extended east to Lake Elmo Avenue with ADA pedestrian ramps. In addition, the sidewalk should be extended on the west side of Lake Elmo Avenue along with pedestrian ramps to complete the crossing improvement.
 - To accommodate pedestrian crossing at the 30th Way and 39th Street intersection, the sidewalk and trail along 30th Way must be extended east to Lake Elmo Avenue with ADA pedestrian ramps. In addition, the sidewalk and trail should be extended on the west side of Lake Elmo Avenue along with pedestrian ramps to complete the crossing improvement.
 - A bituminous trail should be extended south along County right-of-way from 30th Way to the southerly plat limits (along the east side of Outlot C) and the County right-of-way should be graded for a future bituminous trail extension (grade ready trail) along the storm sewer Outfall pipe location. This improvement is to initiate the construction of a trail connection to the preferred pedestrian crossing location to the Lake Elmo Elementary School. The pedestrian crossing location has been identified by Washington County.

RESIDENTIAL STREETS

- All streets are proposed to be publicly owned and maintained. Public streets must be designed to meet the City's Engineering Design Standards including R/W width (60-feet), street width (28-feet) and cul-de-sac radii (60-foot radius R/W / 45-foot radius pavement).
- The proposed internal street network is well interconnected creating multiple access routes into and out of the development. Only three cul-de-sacs have been proposed, each less than the maximum allowed length of 600 feet.
- Right-of-way and street stubs have been shown as part of this development to plan for connectivity to adjacent properties with two connections to the south and one connection to the north.
 - The north right-of-way and street stub should be located to allow the northerly property to be able to plat along a 2-sided street as part of any future development of that site. The proposed plans do not provide sufficient information to demonstrate that this condition has been satisfied.
- Parkway or divided roadways must be a minimum of 19 feet wide each way from face of curb to face of curb. The street plan proposes landscaped medians at the entrance points at 41st Street and 30th Way. The entrance at 41st Street must be revised from 16-foot street widths to the City minimum 19-feet.
- The proposed 276 lots will generate approximately 2,760 average vehicle trips per day. The development layout will result in a greater distribution of this traffic to use 30th Way (easily exceeding 1,500 ADT). Due to this traffic volume the segment of 30th Way from Lake Elmo Avenue to Kirby Avenue results on this street meeting the criteria of a residential collector roadway. Accordingly, this segment of 30th Way should be designed to meet the City design standards for a collector street.
 - It is therefore recommended that the intersection of Kolton Avenue and Kuzey Avenue, with 30th Way, be aligned as single four way intersection to remove two intersections that are within close proximity along a high volume residential street. If the proposed two intersections are allowed to remain it is recommended that the minimum intersection offset distance be increased from 165-feet to 250-feet as measured from the street centerlines, meeting collector street design standards.

- All street intersections must be at 90 degrees and maintain 50 feet of tangent with maximum slopes of 2.5%. Tangents must be at least 100-feet as they intersect Lake Elmo Avenue. Residential maximum longitudinal grade is 6% where there are sidewalks.
- The City standard minimum horizontal curve radius is 90.
- Surmountable concrete curb and gutter shall be installed in single family residential areas with future driveways and B618 curb installed along entrance roadways and roadway stretches with no lots or driveway accesses.
- Six (6) foot sidewalks must be provided along all residential streets and as may be required by the City for connectivity.
 - The sidewalk along 30th Way should be extended the full length of the street, rather than terminating at Kolton Avenue.
 - The sidewalk along 30th Way should be moved to the south side of the street and the trail moved to the north side to align with the existing conditions along 39th Street North.
 - The sidewalk along 39th Way changes from the south to the north side of the street at Kolton Avenue requiring a pedestrian crossing at this full intersection. The sidewalk between Kolton Avenue and Kirby Avenue should be moved to the south side of the street, thereby relocating the pedestrian crossing to the “T” intersection” at Kirby Avenue.
- Ten (10) foot utility easements are required on either side of all right-of-ways including along all Outlots.
- Typical Street Sections must be revised on the Preliminary Plans as follows:
 - Typical sections must include all information consistent with City standard detail 805 including street centerline location, right-of-way widths, 10-foot utility easement corridors, boulevard trees with City standard setbacks, and must show positive 4% boulevard grades to the street.
 - All typical sections must show boulevard trees on both sides of the street. Boulevard trees shall be set back 5 feet from back of curb with trail/sidewalk and set back 8 feet from back of curb without trail/sidewalk, unless otherwise noted below.
 - Trails and sidewalks shall be shown as 0.5 feet from the right-of-way.
 - When applicable the typical sections should show boulevard trees in the center median areas.
- Proposed pavement sections must be clearly indicated for each street. 30th Way should be considered a residential collector street with a minimum 9-ton pavement section.
- The ten parking spaces (bump outs) along 28th Street should be moved south a sufficient distance to allow a standard perpendicular cross walk configuration.

GRADING PLAN, STORMWATER MANAGEMENT AND STORM SEWER SYSTEM

- The site plan is subject to a storm water management plan meeting State, VBWD and City rules.
- Storm water facilities proposed as part of the site plan to meet State and VBWD permitting requirements must be constructed in accordance with the City Engineering Design Standards Manual dated March 2017.
 - Preliminary Plan revisions are required to comply.
 - All plan revisions necessary to comply with VBWD and State permits must be resubmitted for City review and approval.
- The applicant’s Stormwater Management Plan incorporates storm water re-use through lawn irrigation. The applicant is proposing storm water re-use to meet State and Watershed permit requirements for water quality treatment (volume control). The practice is proposed in lieu of infiltration basins. Preliminary Plat approval should be contingent upon the applicant submitting additional details on the proposed storm water reuse system and ongoing operations for City review and consideration. Ownership, maintenance and ongoing operational responsibilities must be clearly defined, and City acceptance of storm water reuse must be contingent upon the City agreeing to the ongoing ownership, maintenance and operation plan, including the execution of a storm water maintenance and easement agreement that addresses storm water reuse.
 - Stormwater re-use, when implemented correctly can be an effective method to reduce reliance of potable water use while reducing storm water discharges. It would help to reduce peak demands

on the potable water system that typically occurs during the summer irrigation and landscape watering season. These benefits make storm water re-use worth consideration and pursuit.

- However, the City currently has no design standards or guidelines for implementation of storm water reuse and the ongoing operation and maintenance details must be developed for successful implementation.
- If storm water reuse is allowed, the storm water pond 100-year HWL (pond hydraulic capacity) must be determined without accounting for any water reuse from the system to ensure adequate flood protection should the irrigation system be inoperable at the time of the flood event.
- All storm water facilities, including infiltration basins, wetlands and wetland buffers, must be placed in Outlots deeded to the City for maintenance purposes. The Stormwater Facility Outlots must fully incorporate the 100-year HWL, 10-foot maintenance bench and all maintenance access roads. The NWL and 100-year HWL elevations, and 100-year HWL contour must be shown for each storm water pond. This information is not complete and must be revised for further review.
- Stormwater Ponds must be constructed meeting City standards. Stormwater Wet Ponds are required to have a minimum of 3 feet in depth to the NWL, constructed with 3:1 side slopes and both a 10:1 aquatic bench and a 10:1 maintenance bench. All lots must have the minimum floor elevation at least 2 feet above any BMP 100-year HWL and at the 100-year HWL shall not encroach onto any lot. These conditions appear to have been met with the proposed preliminary plans.
- Designated maintenance access roads, 20 feet in width, must be provided for all storm water facilities with slope no greater than 10%.
 - Pond A maintenance access road must extend from the public right-of-way to the maintenance bench with grades not exceeding 10%.
 - Pond B maintenance access road must be relocated so that it is not between to lots. The maintenance access road must also extend from the public right-of-way to the maintenance bench with grades not exceeding 10%.
 - Pond C maintenance access road must be relocated out of the County right-of-way and be placed within the City Outlot.
 - Pond D maintenance access road must extend from the public right-of-way to the maintenance bench with grades not exceeding 10%.
- Per City requirements all storm sewer pipe easements must be a minimum 30-feet in width. The grading plans must be resubmitted showing lot easements for City review.
- The 100-year HWL must be calculated and placed on the plans for all rear yard catch basin areas. This information is not shown for all catch basins. The grading plans must be resubmitted showing localized 100-year HWL contours for all rear yard catch basins and showing all lot easements for City review. The drainage and utility easements must be sufficient to fully incorporate the localized 100-year HWL.
- All emergency overflow elevations must be fully protected by drainage easement or Outlot. The grading plans must be revised and resubmitted to clearly identify all emergency overflow elevations and to clearly distinguish the EOFs from all other spot elevations.
 - There are three locations where the controlling EOF appears to be located along Kirby Way or 30th Way after the rear yard areas discharge to the adjacent street. Each lot low opening elevation must be adjusted to the controlling EOF in the street.
 - The EOF located between Lots 268-269 and the EOF located between Lots 210-211 should be placed on Outlots to protect the overflow points from future obstruction. These EOFs provide critical flood protection for many lots.
 - The EOF at Lot 245 must be clarified.
 - The EOF path along the rear lot lines of Lots 60-64 and Lots 113-119 requires a more defined drainage path for better protection against future obstruction.
 - The EOF path along the west side of the berm in Outlot B requires a more defined drainage patch for better protection against future obstruction.
- The maximum curb run prior to a catch basin is 350 feet. The preliminary plans appear to use 400 feet as the maximum run. Therefore, additional catch basins will be required as follows:

- 39th Way: Add CBs at STA 4+00.
- 39th Way: Add CB on south side of street at STA 10+30 (end of radius).
- 39th Way: Add CB on north side from H25.
- 39th Way: Relocate H26-H30 to STA 17+00.
- 39th Way: Relocate H28-H29 to STA 20+50.
- 37th Court: Relocate K4-K5 to STA 3+30.
- Kolton Avenue: Add CB on west side from D15.
- Kirby Avenue: Add CB on west side from H31.
- 30th Way: Relocate H50-H51 to STA 17+00.
- 30th Way: Add CBs at STA 15+00 (end of radius).
- 30th Lane: Add CBs at STA 2+00.
- 28th Way: Relocate I18 along with moving the parking spaces to keep trail cross walk clear of CB.
- 28th Way: Relocate B23-B24 to STA 40+50.
- 28th Way: Add CBs at STA 43+50 (end of radius).
- The grading must be revised to replace FES-I14 with a beehive structure. Flared end section structures are not allowed in rear yards.
- The storm sewer system shall be designed to maintain the City standard minimum pipe cover of 3 feet.
- Drain tile is required as part of the City standard street section at all localized low points in the street. Drain tile considerations may impact the storm sewer design and depth requirements at low points.

MUNICIPAL WATER SUPPLY

- Municipal water supply is available immediately adjacent to the proposed development along Lake Elmo Avenue. The developer is responsible to extend the municipal water supply into the site to support the proposed development. All water system infrastructure must be designed to meet City standards and constructed at the developer's cost.
- Watermain connections will be required at 39th Street North and Lake Elmo Avenue and at 41st Street North and Lake Elmo Avenue. The watermain distribution lines have been looped within the subdivision wherever reasonably possible.
- Watermain stubs have been provided as required to the adjacent properties to the north, south and west of the development. The watermain stub to the Hamlet on Sunfish Lake development should be relocated further south to extend from the street near the south side of Lot 149.
- Hydrant and system valve requirements and placement will be addressed as part of final plat and construction plan review.
- No trunk watermain oversizing is anticipated for this development. All watermains should be 8-inch diameter pipe.

MUNICIPAL SANITARY SEWER

- Municipal sanitary sewer is available immediately adjacent to the proposed development at Lake Elmo Avenue and 39th Street North. The developer is responsible to extend sanitary sewer into the site to support the proposed development. All sewer infrastructure must be designed to meet City standards and constructed at the developer's cost.
- The extension of sanitary sewer to the westerly plat boundaries is required to make a sanitary sewer connection available to the Hamlet on Sunfish Lake (HOSL) private community wastewater treatment system in an expedited manner. The applicant's PUD narrative acknowledges this need.
- A detailed sanitary sewer phasing plan must be provided with the Final Plat 1st Addition application to address timely connection to sewer for the HOSL wastewater treatment system that includes, at a minimum, dedicated right-of-way or utility easement extended to the easterly side of the plat.
- Sanitary sewer pipe stubs have been provided as required to the adjacent properties to the north, south and west of the development. The sanitary sewer stub to the Hamlet on Sunfish Lake development should be relocated further south extending west from manhole 65.

- The sanitary sewer plan includes 10-inch diameter sewer pipe oversizing along 30th Way from 39th Street North to Hamlet on Sunfish Lake. Oversize pipe costs should be addressed as part of the development agreements.

GENERAL PLAN COMMENTS

- A detailed phasing plan must be provided with the Final Plat 1st Addition application that clearly indicates the phasing of the construction for each public infrastructure component and addresses both construction access to the site and public access for new residents. Temporary cul-de-sacs should be part of the phasing plans and are required for any street with a platted lot with driveway access.
- Landscape Plans should be reviewed and revised to avoid planting conflicts. Tree plantings must remain outside of utility easements, including the small utility corridor, and clear from all storm water maintenance benches and access roads. Tree plantings must be offset a minimum of 10 feet from watermains, sanitary sewer mains, and storm sewers, and offset a minimum of 5 feet from water/sewer services.



Public Works Department

Donald J. Theisen, P.E.
Director

Wayne H. Sandberg, P.E.
Deputy Director/County Engineer

June 1, 2017

Stephen Wensman
Community Development Director
City of Lake Elmo
3600 Laverne Avenue North
Lake Elmo, MN 55042

RE: Washington County comments on the Concept Plan 041717, City of Lake Elmo

Dear Stephen:

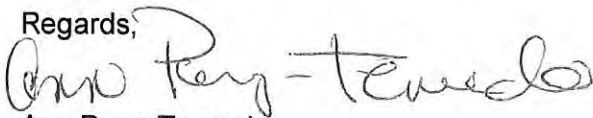
Thank you for providing Washington County with the CONCEPT 041717 in Section 11, Township 29N, Range 20W along County State Aid Highway (CSAH) 17/Lake Elmo Avenue in the City of Lake Elmo. The project consists of 279 detached residential dwelling units, recreational park, and open space. Based on the plan provided, we have the following comments:

- The Functional Classification of CSAH 17/ Lake Elmo Avenue is an "A" Minor Arterial Roadway, expander category. The preliminary plat should identify 75 feet of dedicated right-of-way from the center line of CSAH 17.
- The 2016 Traffic Volumes on this section of roadway is 5717 Average Daily Trips (ADT) according to the Washington County 2016 Traffic Volume Map. The Washington County Traffic Study prepared for the Washington County Comprehensive Plan 2030, has estimated that traffic will increase to 8250 TPD by 2030. The County is currently updating the County Traffic Model and will provide the new forecasts to the City of Lake Elmo. It is assumed that the density for this area was identified in the Traffic Analysis Zones (TAZ) for this area.
- The access points on CSAH 17 are acceptable to the County at 41st Street and 39th Street. Turn Lane improvements at the CSAH 17/41st Street Intersection at the future 4-Way intersection have been completed. At 39th Street, a southbound right turn lane and center left turn lanes should be constructed. A plan section will need to be prepared and approved by the county traffic engineer and a Washington County Right of Way Permit will be required for the turn lane improvements.
- The plans identify trail connections within the site as well as along CSAH 17. The Washington County Comprehensive Plan 2030, Planned Trail System, does not identify a trail corridor along this section of CSAH 17; however, future plans and county road projects may incorporate trails. The County will work with the city on those future efforts. Trails should connect to future subdivisions to the north as well as to the Old Village Center and Lake Elmo Elementary school, south of the site.

- The developer or the city must submit the drainage report and calculations to our office for review of any downstream impacts to the county drainage system. Along with the drainage calculations, we will request written conclusions that the volume and rate of stormwater run-off into the county right-of way will not increase as part of the project.
- Access control must be dedicated to Washington County along the CSAH 17/Lake Elmo Avenue frontage, except for the opening corresponding to the City's right-of-way for the local street.
- Washington County's policy is to assist local governments in promoting compatibility between land use and highways. Residential uses located adjacent to highways often result in complaints about traffic noise. Traffic noise from this highway could exceed noise standards established by the Minnesota Pollution Control Agency (MPCA), the U.S. Department of Housing and Urban Development, and the U.S. Department of Transportation. Minnesota Rule 7030.0030 states that municipalities are responsible for taking all reasonable measures to prevent land use activities listed in the MPCA's Noise Area Classification (NAC) where the establishment of the land use would result in violations of established noise standards. Minnesota Statute 116.07, Subpart 2a exempts County Roads and County State Aid Highways from noise thresholds. County policy regarding development adjacent to existing highways prohibits the expenditure of highway funds for noise mitigation measures in such areas. The developer should assess the noise situation and take any action outside of County right of way deemed necessary to minimize the impact of any highway noise.
- A Right of Way Permit will be required for any work in the CSAH 17 right of way as it relates to the development. A plan set is required with the application and include any grading, installation of culverts, installation of water and sewer services, left and right turn lanes on CSAH 17, parallel trail grading, signage and any landscaping and other improvements within County right of way.
- All utility connections for the development require Washington County Right of Way Permits. Typically, these are the responsibility of the utility companies.

Thank you for the opportunity to comment on this preliminary plat. If you have any questions, please contact me at 651-430-4362 or ann.pung-terwedo@co.washington.mn.us. For permit applications, please contact Carol Hanson at Carol.hanson@co.washington.mn.us.

Regards,



Ann Pung-Terwedo
Senior Planner

C: Carol Hanson, Office Specialist

10/13/2017

Emily Becker
City Planner
3800 Laverne Ave N
Lake Elmo, MN 55042

RE: North Star PUD Preliminary Plat Review, Located Partially in Shoreland District of Sunfish Lake (82010700)

Emily –

Thank you for the opportunity to comment on the above-referenced preliminary plat and PUD, located partially in the shoreland district of Sunfish Lake (location: UTM X:508482; Y:4983522). Please forward this comment letter to the Lake Elmo Planning Commission for consideration at the upcoming public hearing.

MNDNR has the following comments:

- The ordinary high water (OHW) elevation of Sunfish Lake is 896.4 feet (vertical datum NGVD 1929). This is the elevation that should be used around the shore of Sunfish Lake to determine the location of the shoreland district boundary. Please ensure that this elevation has been used to determine the shoreland district boundary on the preliminary plat.
- Per the City's shoreland ordinance and residential PUD standards, please require that a tiering analysis is done by the developer to show that the proposed density meets the City's shoreland PUD requirements.
- Prior to final approval, please ensure that the open space in the shoreland district is preserved and maintained through the use of deed restrictions, covenants, permanent easements, public dedication, or other equally effective and permanent means (as required under the City's shoreland PUD standards).
- Please ensure that all of the City's shoreland PUD standards are met for the part of this development that is within the shoreland district of Sunfish Lake.

Thank you for the opportunity to comment.

Sincerely,



Jenifer Sorensen
MN Department of Natural Resources
East Metro Area Hydrologist
1200 Warner Road, St. Paul, MN 55106
651-259-5754; jenifer.sorensen@state.mn.us

The Legacy at North Star – Planning Commission Review Memo
12.21.17

This is to help address some of the Planning Commission comments and concerns stated at the 12/11/17 Meeting. The Planning Commission recommended our PUD variances to the V-LDR district zoning for impervious surface, side yard setbacks, density and shortened front yard setback for the villa product. Although the amenity points they calculate to justify our density increase were enough, the amount of points allotted for one of the amenities was high and not entirely in our control. There was also a lot of discussion about buffering. I stated some of my points below in the meeting, but I wanted to give additional background where appropriate and expand on a few of the points that I tried to make in the meeting. In reality, four to five residents showed up and three voiced their concerns – all from the closest two neighborhoods that have a total of over 50 homes combined. I acknowledge this development is quite different from their neighborhoods, but compared to the guided land use, it isn't much different. It does however provide a lot of amenities that otherwise wouldn't be possible under straight zoning and allows us to move forward ahead of schedule in an effort to extend sewer to Hamlet. As mentioned in the Planning Commission meeting, this development will fill a niche in Lake Elmo that currently isn't available with the amenities provided and variety of housing choices.

We believe that we have appropriately addressed all of the Conditions for Approval of the Concept PUD based on feedback from Staff and comments received at the June 6, 2017 City Council Meeting.

Exhibits

- Pictures of existing screening on the North of our project
- Development Map with distances to neighbors and open space areas (In Link)
- Landscape Plan (In Link)
- Rendering (In Link)

Buffer

- Buffering was mentioned at the June 6, 2017 City Council meeting but a distance barrier wasn't quantified. Staff recommended a landscape buffering in the presentation and based on the comments received by Council Members, I wasn't led to believe that anything other than what was recommended by staff would be required. One resident and board member from Hamlet, Mark Skeie, spoke and he only expressed a desire for a distance barrier in the southwest portion of the western border to add space between our neighborhood and the closest neighbor in the cul-de-sac. He went on to reference their septic pond north of there and the buffering space provided in their development as adequate. Our preliminary plans provide a minimum 150' buffer in the southwest portion and the only homes located on the western border are opposite their septic pond.
- In our initial meeting with City staff prior to putting the Schiltgen property under contract, we were told that the buffer requirements were not expected to be 100', much less 200'. The

understanding was that landscape screening would be required. Since that meeting, we have made a significant investment in the City of Lake Elmo including the Village East Sanitary Sewer project and Village Preserve to get into a position to develop The Legacy at North Star.

- The V-LDR ordinance allows encroachment on the overlay district if screening protected by landscape easement is approved by Council.
- Prior to Preliminary Plat submittal, a Hamlet at Sunfish Lake board member indicated that a 100' buffer wouldn't be necessary, but a year round visual buffer would be helpful.
- The current landscape plan shows 224 trees around the edges of the property. 90% are on the west and north. Trees are planted as thick as possible without jeopardizing the health and long term growth of the trees.
- Berming – The site and stormwater management do not allow for a lot of berming. Berming on the west and north of the property will not have the desired impact with the current landscaping in place (heavy trees on the north) and lower elevation of our project on the west compared to the neighboring homes.
- There is currently large, mature, evergreen trees on the north between our project and the neighbor on the northeast as well as the neighborhood on the northwest. The neighbor in the middle is on the other side of a hill and we have heavy trees along the property line in this section shown on the landscape plan.
- The elevation of the homes located in the development to the west that back up to our property is significantly higher. They currently look down on the Schiltgen property so any amount of berming or screening (landscape or fence) to alter their view is difficult, if not impossible. We have heavy trees planned, but whether a distance buffer is 0 or 100 feet, the view is going to be the same. There are six homes on the west property line with 22 back yard screening trees shown on the landscape plan. The six homes take up approximately 400' of the 1,650' western border of our property; the remaining 1,250' will have a minimum 149' buffer. In comparison, our concept plan had 22 homes along the west property line. Our current buffer is approximately 250' in the southwest corner where the closest neighbor is located and it should be noted that Hamlet's buffer in that portion of their development is only 69'.
- Per the development map with dimensions, our closest neighbor (structure to structure) is 269' to the north where there is the most existing screening (see pictures). The closest neighbor on the west is 353' away (structure to structure).

Amenity Points

- Staff recommended 20 amenity points, more than enough to justify the extra density. The Lake Elmo Elementary School crossing wasn't included in their total.
- Staff explained in the Planning Commission meeting that PUD regulations has a section for "Amenity Points Not Listed". The majority of the amenity points listed as options in the regulations are more applicable to commercial development and would provide little benefit to a residential development. We feel we are utilizing all of the amenity points that are applicable and most beneficial to a residential development plus many more that aren't listed. The pool, clubhouse and playground area, Lake Elmo themed fencing and monuments, stormwater re-use irrigation system, and landscaping combined, conservatively amount to over \$1.5M. That

doesn't include the trail, land given up for park/open space and other Lake Elmo theming elements.

- It was debated whether or not extending sewer to Hamlet is worth Amenity Points. One of the main reasons this project is coming forward at this time is to get sewer extended to Hamlet prior to the MPCA 2020 deadline. I have been very honest with Mr. Narum and Hamlet as well as the City that due to the amount of V-LDR lots that have been platted in Lake Elmo, it would be very hard to move forward with a plan requiring that zoning. I have been in constant contact with Mr. Narum for the last two years and have met with Hamlet representatives and the City about timing and alternatives. Not until I was contacted by City staff in February 2017 indicating that there is some support for higher density in the Village, did we start to come up with the concept of smaller lots and more density to make this a viable project. The plan that is put forward should allow for higher absorption that ideally will get sewer extended to Hamlet by their deadline. If we fall short of anticipated absorption rates, we will provide an easement with Final Plat that will allow for the extension per the engineer's comments. A concept with V-LDR lots will never get there in time. We are experiencing a .5 absorption rate per month in Village Preserve on lots that fit the V-LDR zoning and +/- 4 times that rate on the smaller 66' lots that are proposed as part of North Star. We feel the smaller 55' single family and villa lots will match or exceed that absorption. With an absorption of .5 lots per month, we will never be able to build through our first phase fast enough to meet the December 2020 deadline. As mentioned, the inventory of V-LDR lots in Lake Elmo is very high and the market isn't willing to pay what is needed to sell the home package that will fit on that lot size (at least custom homebuilder packages). Not to mention, the market in general is moving away from that lot size, type and product. Buyers aren't willing to pay the land premium for the extra space in their yard, they would rather invest in upgrades to the home. People also don't want to maintain the extra space with their busy schedules as long as there is park and open space provided in the neighborhood.
- Planning Commission did come up with enough points to justify the density, but they weighed heavily on a trail and crossing to Lake Elmo Elementary that is completely out of our control. I haven't approached the subject with Mr. Schiltgen recently, but I know originally he and Molly didn't have a desire for a trail due to potential liability issues. We would be happy to try and approach the subject again with Mr. Schiltgen, but we don't feel that is a condition that should factor into our Amenity Point calculation.

Lake Elmo Avenue Traffic and Development Access

- To the best of my knowledge, Washington County has reviewed and traffic on Lake Elmo Avenue isn't a concern.
- The two access points are what's required for a development of this size plus the extra stubs recommended by City staff and engineering. The two stubs to the south were questioned by Planning Commission but these were recommended changes from Concept.

Park

- We would like to either dedicate the park to the City and receive credit, or if the City would like fees, we would prefer to keep it as an HOA owned park. I originally stated that we would

dedicate to the City and maintain, but there are liability concerns associated with the HOA that make that difficult. If the City wants the park, we would be open to negotiating something where we would build it, donate the funds to build it, or only get credit for the land minus the estimated improvements. If the park isn't dedicated, we will dedicate an area for a potential trail connection as recommended by staff.

Open Space Calculations

- The amount of open space was questioned by Planning Commission. The areas are shown on the development map along with the distances to neighboring structures and widths of open space areas.

Staff and Engineering recommendations

After reviewing staff and engineering recommendations with my engineering firm, Sathre-Bergquist, two safety concerns were brought up that I would like to mention. I will bring these up with staff.

- Pond Fencing in park areas – I understand that the intent of this recommendation is to provide more safety, but it is often argued that fencing ponds is less safe. Fencing might discourage toddlers and other people from accessing ponds, but can be viewed as a challenge to some adventurous children and older youth. If an accident occurs, the fence may hamper rescue efforts. Cities have design standards and practices for slopes and benches that generally make fencing unnecessary. In addition to the safety concern, fencing hampers mowing and maintenance while collecting debris. In Village Preserve we were required to leave a gap in our fencing on each end of the development for maintenance access. Village Preserve was also approved with a pond without fencing next to the dedicated City owned park.
- Lake Elmo Elementary Crossing – As mentioned, this was listed as a way to gain Amenity Points by Planning Commission. We are certainly open to discussing with Mr. Schiltgen, but based on previous discussions, it's likely not an option. When reviewing with my engineer, he noted that Washington County and staff identified a preferred location, but he asked if the Stillwater School District had reviewed and given their approval. We have built two developments in Plymouth adjacent to elementary schools and our engineer stated that Wayzata School District would most definitely be against a school crossing on a County Road – they would not want to promote or encourage kids crossing such a heavily travelled road.

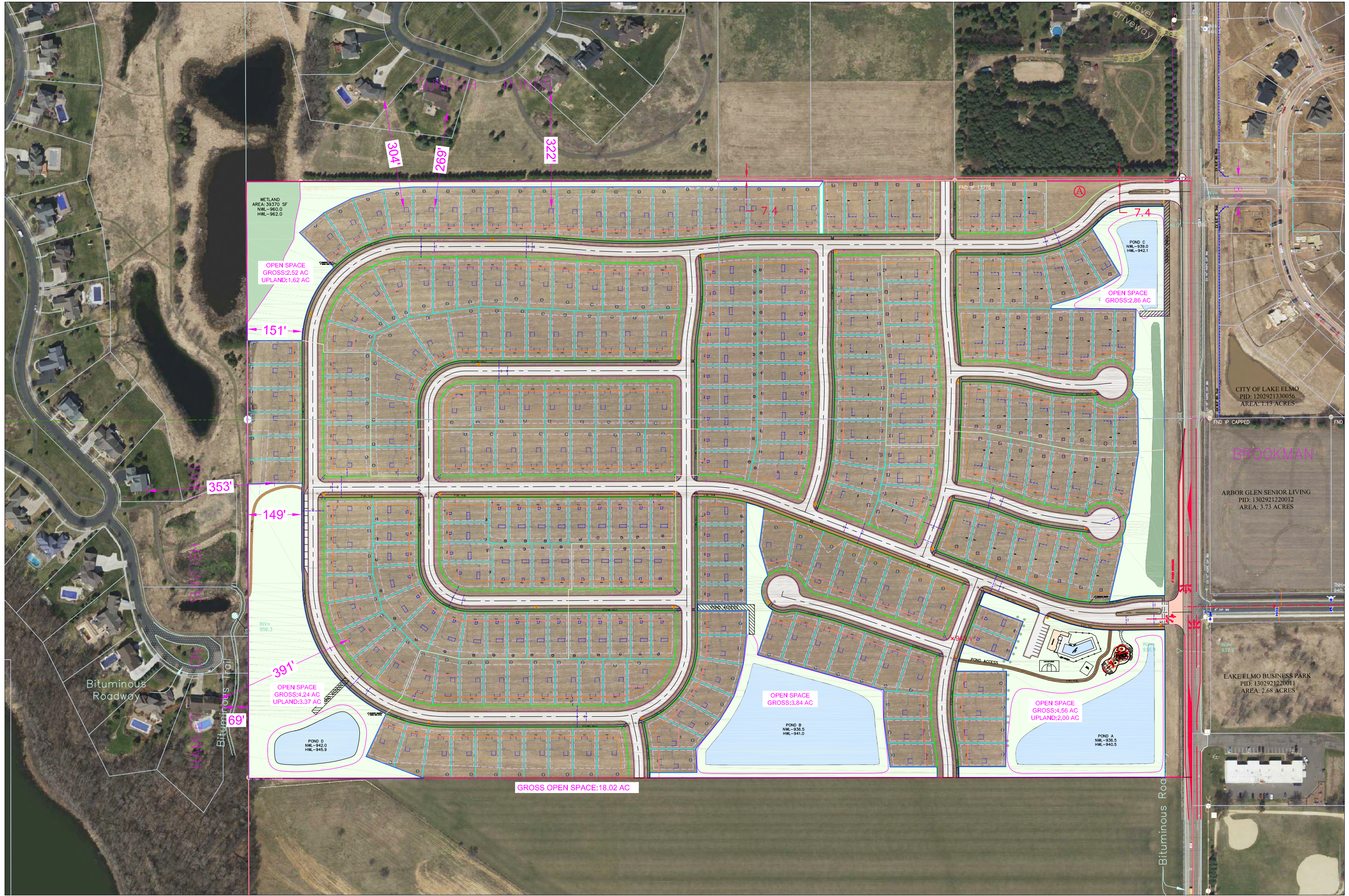
Pictures of Existing Screening on following page.

Northeast Property Line:



Northwest Property Line:





OPEN SPACE
GROSS:2.52 AC
UPLAND:1.62 AC

OPEN SPACE
GROSS:2.86 AC

OPEN SPACE
GROSS:3.84 AC

OPEN SPACE
GROSS:4.56 AC
UPLAND:2.00 AC

OPEN SPACE
GROSS:4.24 AC
UPLAND:3.37 AC

POND D
NWL-942.0
HWL-945.9

POND B
NWL-936.5
HWL-941.0

POND A
NWL-936.5
HWL-940.5

POND C
NWL-939.0
HWL-942.1

GROSS OPEN SPACE:18.02 AC

CITY OF LAKE ELMO
PID: 120292130056
AREA: 1.13 ACRES

ARBOR GLEN SENIOR LIVING
PID: 1302921220011
AREA: 3.73 ACRES

LAKE ELMO BUSINESS PARK
PID: 1302921220011
AREA: 2.68 ACRES

BROOKMAN

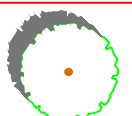

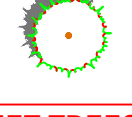



SUNFISH PONDS

HAWLETT ON SUNFISH LAKE

Bituminous Roadway

Bituminous Trail

Bituminous Road

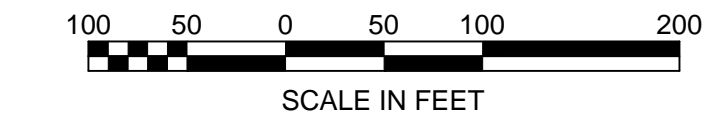
PLANT SCHEDULE			
BUFFER TREES		CONT	QTY
	Deciduous Screen Tree	2.5" BB	42
	Ornamental Screen Tree	2.5" BB	39
	Coniferous Screen Tree	6" BB	143
STREET TREES		CONT	QTY
	Deciduous Street Tree	2.5" BB	284
GROUND COVERS		QTY	
	Prairie Upland Dry Mix	73,688 sf	
	Prairie Wet Mesic Mix	59,690 sf	

TREE PLANTING REQUIREMENTS = 5 TREES /ACRE DISTURBED
100 ACRES DISTURBED = 500 TREES (MINIMUM) or 1,250
CALIPER INCHES.

TREE PLANTING REQUIREMENTS = 1 TREE / 50 LINEAR FT
OF STREET FRONTAGE.
14,159 LINEAR FT. = 284 TREES (MINIMUM) or 710 CALIPER
INCHES

DEVELOPER TO PLANT 224 BUFFER TREES, 224 OF 500
DISTURBED AREA REQUIREMENT AND 8 STREET TREES, 8 OF
THE 284 STREET TREE REQUIREMENT. (DEVELOPER TO PLANT
2.5" BB OR LARGER)

BUILDERS TO PLANT ONE LOT TREE AS WELL AS ONE STREET
TREE, EQUATING TO 276 OF THE 500 DISTURBED AREA
REQUIREMENT AND 276 OF THE 284 STREET TREE
REQUIREMENT. (BUILDERS TO PLANT 2.5" BB OR LARGER)



DRAWING NAME	NO.	BY	DATE	REVISIONS
Landscape Plan				
DRAWN BY				
MK				
CHECKED BY				
KN				
DATE				
11/20/17				

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

Signed: _____
Date: 11-20-17 Registration #: 20144



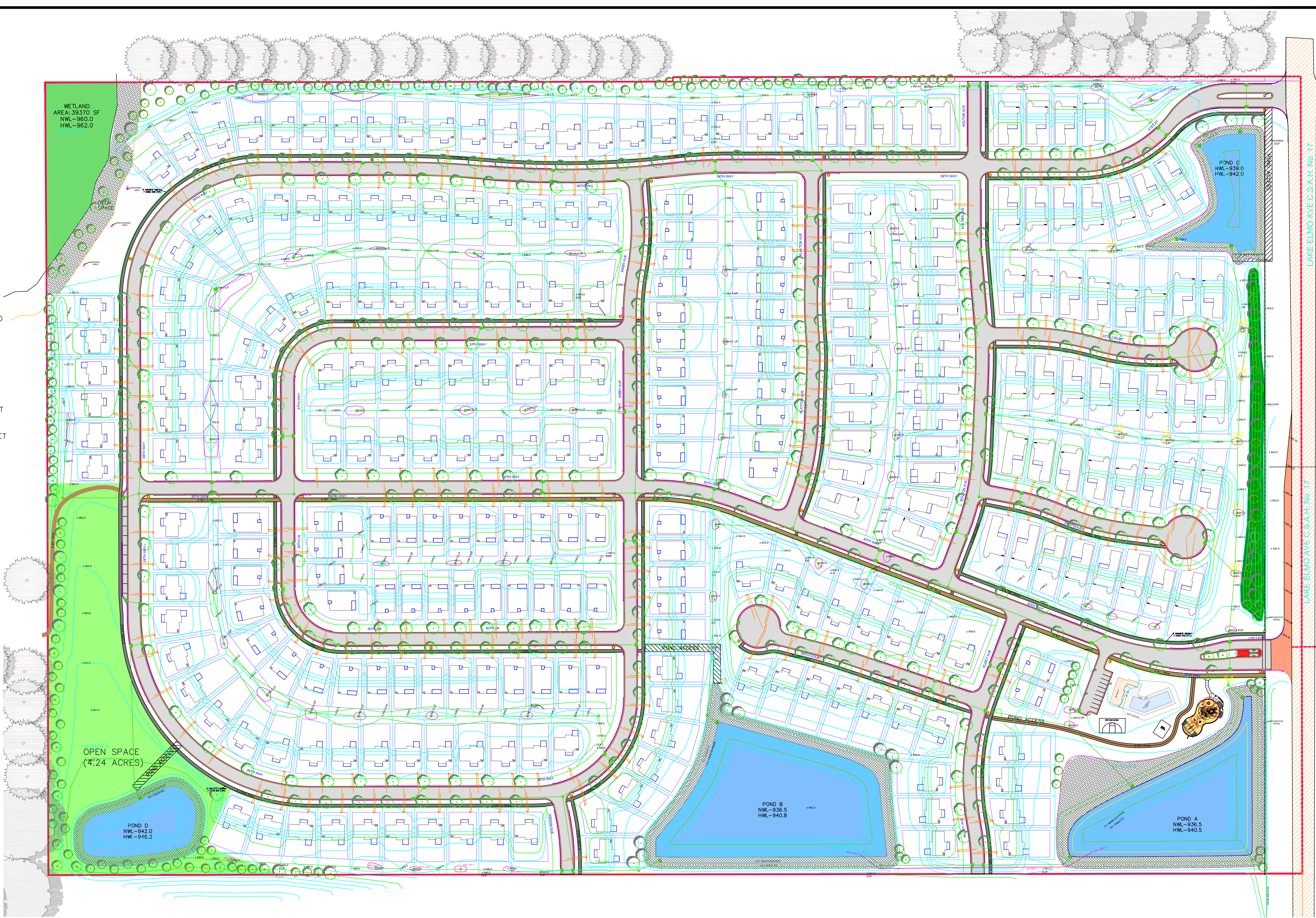
Norby & Associates
Landscape Architects, Inc.
100 East Second St. Suite 200 Chaska, MN 55318
(952) 361-0644 / www.norbylandscapes.com

CITY PROJECT NO.

LAKE ELMO, MINNESOTA

PRELIMINARY LANDSCAPE PLAN
THE LEGACY AT NORTH STAR

FILE NO.
LP2 LP2



PROJECT NAME AND NUMBER

To: Mayor, City Council, City Administrator, Planning Commission and City Planner

From: Hamlet of Sunfish Lake HOA Board

Date: 1/10/2018

Subject: Northstar Development

We would like to clarify our position on several topics –

Connection to city sewer –

Our current system is functioning adequately as a Class II system. Due to a rule change on how the amount of treatment capacity is calculated our system must now meet the levels of a Class I system. The HOA wants to connect to the city sewer system rather than going to the expense of upgrading our sewer to meet the Class I designation. Based on that decision we have entered a Schedule of Compliance (Schedule) between the MPCA and the Hamlet on Sunfish Lake Homeowners Association, Inc. The initial agreement was that the HOA be connected by 2016. We were granted an extension to the end of 2020. This document is attached. If we are not on schedule to be connected by the end of 2020 we would need to start the permitting process to upgrade our current system.

We are extremely interested in connecting to the city sewer system before the end of 2020 dead line.

Connect to City Walking Paths –

The HOA is interested in connecting to Tapestry. However about 50% of our members have voiced concerns with connecting to the Northstar development. We have a gazebo and dock that are connected to our trails. These are of concern to us. This will take some time to work through.

We would accept the suggestion of the city planner to set up an easement for connection of the paths in the future when we have the majority of our members in agreement to connect and make the path public.

Buffering between Hamlet on Sunfish Lake and Northstar –

The east side of our development where the proposed development would be has very few trees to buffer the view. The proposed buffer area on the 6 homes backing up to the HOA is too small.

We would accept the suggestion of the Planning Commission's recommendation to maintain a 100 foot buffer on the west edge of the Northstar development.



Minnesota Pollution Control Agency

520 Lafayette Road North | St. Paul, Minnesota 55155-4194 | 651-296-6300

800-657-3864 | Use your preferred relay service | info.pca@state.mn.us | Equal Opportunity Employer

February 2, 2017

Mr. Tim Narum, President
Hamlet on Sunfish Lake Homeowners Association, Inc.
3960 Kindred Way
Lake Elmo, MN 55042

RE: Amendment No. 1 to the March 13, 2014 Schedule of Compliance
Hamlet on Sunfish Lake Homeowners Association, Inc., Lake Elmo, Washington County

Dear Mr. Narum:

Enclosed is your signed copy of the executed Schedule of Compliance (Schedule) Amendment (Amendment) that was signed by the Minnesota Pollution Control Agency (MPCA) Commissioner or his designee on January 18, 2017.

The date upon which the Amendment was executed by the Commissioner or his designee is the effective date of the Amendment.

As indicated in the Schedule, all communications between the Regulated Party and the MPCA concerning the terms and conditions of the Schedule and this Amendment shall be directed to the MPCA Case Contact Kaitlin Jamieson at 651-757-2306 or kaitlin.jamieson@state.mn.us.

Thank you for your cooperation in this matter.

Sincerely,

Bill D. Priebe

This document has been electronically signed.

Bill D. Priebe, Supervisor
Metro Regional Unit
Municipal Wastewater Section
Municipal Division

BP/KJ:lm

Enclosure

cc: Jean Coleman, MPCA (w/enclosure)
Bill Priebe, MPCA (w/enclosure)
Mark Hugeback, MPCA (w/enclosure)
Activity ID PEN20140001 @ 3381

**STATE OF MINNESOTA
MINNESOTA POLLUTION CONTROL AGENCY**

**IN THE MATTER OF: Hamlet on Sunfish Lake
Homeowners Association, Inc.**

**SCHEDULE OF COMPLIANCE
AMENDMENT 1**

I. RECITALS

WHEREAS, on March 13, 2014, the Minnesota Pollution Control Agency (MPCA) entered into a Schedule of Compliance (Schedule) with the Hamlet on Sunfish Lake Homeowners Association, Inc. (Regulated Party); and

WHEREAS, The Regulated Party is a nonprofit corporation, which owns and operates a wastewater treatment facility located in Lake Elmo, Washington County, Minnesota (hereinafter the "Facility"); and

WHEREAS, the Schedule provided a timeline of corrective actions for the Regulated Party to connect to the City of Lake Elmo municipal sewer system, once available, and requirements for continued operation and oversight of the Facility; and

WHEREAS, the corrective action requirements included the Regulated Party's connection to the municipal sewer system by December 31, 2016; and

WHEREAS, local development and sewer construction delays beyond the reasonable control of the Regulated Party have stalled construction progress so that the Regulated Party will not be connected by the December 31, 2016, deadline;

II. AMENDMENT

NOW, THEREFORE, pursuant to Part 24 of the Schedule, the MPCA and the Regulated Party hereby agree to amend Part 7 and Part 14 of the Schedule as follows:

Part 7. REGULATED PARTY REQUIREMENTS. The Regulated Party agrees to the following requirements:

[a – d].

e. **Connection to the City.** If, as a result of the final report required by item 7.c., it is determined that the regulated party will be connecting to the city of Lake Elmo's sanitary sewer system, the Regulated Party shall complete the following requirements:

1. **Progress Reports.** The Regulated Party shall submit semiannual progress reports to the MPCA. The reports shall provide an update on the current stage of the sewer expansion and connection project. The first semiannual report is due December 31, 2014, with subsequent reports due on June 30, 2015, December 31, 2015, and June 30, 2016. The Regulated Party shall continue to submit progress reports to the MPCA on an annual basis, with the reports due by December 31, of each year until termination of this Schedule.

2. **Progress with the City of Lake Elmo.** The Regulated Party will work with the city of Lake Elmo to submit a timely Sanitary Sewer Extension application to the MPCA for review and approval, which will support that the connection will be complete and wastewater will be discharged to the city of Lake Elmo by December 31, 2020.

3. **Connection to the City.** By December 31, 2020, the Regulated Party shall be fully connected to the city of Lake Elmo's sanitary sewer system, and the existing Facility abandoned. The Regulated Party must notify the MPCA in writing, within 14 days of the connection occurring.

4. **Decommissioning of existing treatment facility.** By June 30, 2020, the Regulated Party shall submit a treatment facility Decommissioning Plan to the MPCA for review and approval. The Decommissioning Plan shall include a description of treatment facility components proposed to be decommissioned, a description of treatment facility components that will remain active, and a deadline for decommissioning to be completed. Upon approval by the MPCA of the Decommissioning Plan, it shall become an enforceable part of this Schedule and the Regulated Party shall implement each requirement and term in the Decommissioning Plan.

5. **Permit Application.** The Regulated Party shall submit a complete State Disposal System permit application to the MPCA by August 1, 2020, if connection to the city of Lake Elmo sanitary sewer system will not occur as agreed upon in this Schedule Amendment. If at any time during the permitting process the Regulated Party is able to connect to the city of Lake Elmo sanitary sewer system, the Regulated Party may withdraw from the permit process by notifying the MPCA in writing.

Part 14. CASE CONTACT. The MPCA and the Regulated Party shall each designate a Case Contact for the purpose of overseeing the implementation of this Schedule. The MPCA Case Contact is Kaitlin Jamieson. The Regulated Party's Case Contact is Tim Narum, 3960 Kindred Way, Lake Elmo, Minnesota 55042, 651-748-1464. Either party may change its designated Case Contact by notifying the other party in writing, within five days of the change. To the extent possible, communications between the Regulated Party and the MPCA concerning the terms and conditions of this Schedule shall be directed through the Case Contacts. The address and telephone number of the MPCA's Case Contact is: 520 Lafayette Road North, St. Paul, Minnesota 55155, 651-757-2306.

All other provisions of the March 13, 2014 Schedule not specifically amended herein shall be unaffected by this Amendment and shall remain in effect.

EFFECTIVE DATE. This Amendment No. 1 to the Schedule shall be effective on the date it is signed by the MPCA.

BY THEIR SIGNATURES BELOW, THE UNDERSIGNED REPRESENT THAT THEY HAVE AUTHORITY TO BIND THE PARTIES THEY REPRESENT AND AGREE TO THE AMENDMENT AS WRITTEN.

**HAMLET ON SUNFISH LAKE HOMEOWNERS
ASSOCIATION, INC.**

By: Timothy N. Narum

Name: Timothy N. Narum

Title: President, Hamlet on Sunfish Lake HOA

Date: 1/09/2017

**STATE OF MINNESOTA
POLLUTION CONTROL AGENCY**

By: Bill D. Priebe

Bill D. Priebe, Supervisor
Metro Regional Unit
Municipal Wastewater Section
Municipal Division

Date: 1/18/2017



STAFF REPORT

DATE: January 16, 2018

REGULAR

ITEM #: 19

MOTION

TO: City Council
FROM: Emily Becker, Planning Director
AGENDA ITEM: 2030 Comprehensive Plan Amendment Moratorium
REVIEWED BY: Kristina Handt, City Administrator
Sarah Sonsalla, City Attorney

BACKGROUND:

The City is currently undergoing a 2040 Comprehensive Plan update, as the Metropolitan Land Planning Act requires all cities and counties in the Twin Cities Metropolitan Area to adopt a Comprehensive Plan (“Plan”) and to update the Plan on a decennial basis. The Plan is required to comply with the Metropolitan Council’s regional system plans that include transportation, wastewater services, airports, parks and open space. The Plan update must be submitted to the Metropolitan Council by December 31, 2018.

Any requested 2030 Comprehensive Plan amendments prior to submission of the 2040 Comprehensive Plan update may not take in to consideration the process involved and progress made in the 2040 Comprehensive Plan update.

ISSUE BEFORE COUNCIL:

Does the City Council wish to adopt an interim ordinance (moratorium) on 2030 Comprehensive Plan amendments in order to facilitate the process of the 2040 Comprehensive Plan update?

PROPOSAL DETAILS/ANALYSIS:

The process of updating the 2040 Comprehensive Plan generally involves review of the existing 2030 Comprehensive Plan; background report preparation, issue identification, visioning and goal setting; identification of specific issues and plan components that need updating; facilitation of a working group, community review and input opportunities; a comprehensive update of the Plan; and Plan review and adoption by the City’s Planning Commission and City Council.

As previously mentioned, updates to the 2030 Comprehensive Plan changes background report information and data; and may not take in to consideration community input that has been provided thus far and will be provided during the 2040 Comprehensive Plan update.

Exemptions. The proposed interim ordinance exempts the following from the moratorium:

- a) any Comprehensive Plan Amendment request for which the City has already received application;
- b) any plan amendment that is necessary for a project that would address environmental threats through the installation of essential services such as sewer, water, storm sewer, or other public safety mechanisms and that would extend these services into areas that are planned for public infrastructure; or

The interim ordinance would be in effect for a one year period, but could be repealed earlier if the 2040 Comprehensive Plan update is complete.

RECOMMENDATION:

The City Council has three options:

1. Hold a public hearing and adopt Interim Ord. 08- 195 declaring a moratorium for a one year period on 2030 Comprehensive Plan amendments along with Resolution 2018-007 approving Summary Publication of Interim Ord. 08-195.
2. Hold a public hearing on Interim Ord. 08-195, make amendments to Interim Ord. 08-195 and adopt Interim Ord. 08-195 declaring a moratorium for a one year period on 2030 Comprehensive Plan amendments as amended along with Resolution 2018-007 approving Summary Publication of Ord. 08-195.
3. Hold a public hearing on Interim Ord. 08-195 and do not adopt Interim Ord. 08-195 declaring a moratorium for a one year period on 2030 Comprehensive Plan amendments.

It is recommended that the City Council choose either Option 1 or Option 2.

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

ORDINANCE NO. 08-195

**AN INTERIM ORDINANCE IMPOSING A MORATORIUM ON 2030
COMPREHENSIVE PLAN AMENDMENTS**

The City of Lake Elmo City Council ordains:

Section 1. Purpose and Intent. The purpose and intent of this interim ordinance (this “Ordinance”) is to impose, pursuant to Minnesota Statutes Section 462.355, subdivision 4, a moratorium within the jurisdictional boundaries of the City of Lake Elmo (the “City”) on amendments to the City’s comprehensive plan during the period of this Ordinance in order to protect the planning process and the health, safety, and welfare of the citizens of the City.

Section 2. Legislative Findings. The City Council hereby finds and determines as follows:

- (a) The City has established a 2030 Comprehensive Plan (“2030 Plan”) that provides a compilation of background data, policy statements, standards, and maps, which help to guide the future physical, social, and economic development of the City; and
- (b) The Metropolitan Land Planning Act requires all cities and counties in the Twin Cities Metropolitan Area to adopt a Comprehensive Plan (“Plan”) and to update the Plan on a decennial basis; and
- (c) The Plan is required to comply with the Metropolitan Council’s regional system plans that include transportation, wastewater services, airports, parks, and open space; and
- (d) The 2040 Comprehensive Plan update must be submitted to the Metropolitan Council by December 31, 2018; and
- (e) The process of updating the Plan generally involves review and study of the existing 2030 Plan; background report preparation, issue identification, visioning and goal setting; identification of specific issues and Plan components that need updating; facilitation of a working group, community review and input opportunities; a comprehensive update of the Plan; and Plan review and adoption by the City’s Planning Commission and the City Council; and
- (f) The City is currently in the process of undergoing the 2040 Comprehensive Plan update; and

- (g) Requested amendments to the 2030 Plan prior to the City's submission of the 2040 Comprehensive Plan update may not take in to consideration the process involved and progress made in the 2040 Comprehensive Plan update; and
- (h) The City determines that it is in the best interests of the City to impose a moratorium on amendments to the 2030 Plan until the 2040 Comprehensive Plan update is complete in order to ensure that any amendments to the Plan are consistent with the future vision of the Plan and to allow the City sufficient time to properly consider the update of the Plan.

Section 3. Study Authorized. The City has initiated a study of its 2030 Comprehensive Plan in order to determine changes that may be needed in the 2040 Comprehensive Plan update.

Section 4. Moratorium Imposed; Exceptions. A moratorium is hereby imposed within the City on Plan amendments. No application for an amendment to the Plan will be accepted by the City during the term of this Ordinance. Plan amendments for which the City has already received an application are exempt from this moratorium. Plan amendments that are necessary for a project that would address environmental threats through the installation of essential services such as sewer, water, storm sewer, or other public safety mechanisms and that would extend these services into areas that are planned for public infrastructure are exempted from this moratorium.

Section 5. Duration. This Ordinance shall be remain in effect for one year from the date that it is effective unless it is expressly repealed earlier by the City Council.

Section 6. Severability. Every section, provision, and part of this Ordinance is declared severable from every other section, provision, and part thereof. If any section, provision, or part of this Ordinance is adjudged to be invalid by a court of competent jurisdiction, such judgment shall not invalidate any other section, provision, or part of this Ordinance.

Section 7. Enforcement. The City may enforce any provision of this Ordinance by mandamus, injunction, or any other appropriate remedy in any court of competent jurisdiction.

Section 8. Effective Date. This Ordinance shall be effective upon its legal passage and publication.

Adopted by the City Council of the City of Lake Elmo on this 16th day of January, 2018, by a vote of ____ Ayes and ____ Nays.

LAKE ELMO CITY COUNCIL

Mike Pearson, Mayor

ATTEST:

Julie Johnson, City Clerk

This Ordinance 08-195 was published on the ____ day of _____, 2018.

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

RESOLUTION NO. 2018-007

**RESOLUTION AUTHORIZING PUBLICATION OF ORDINANCE 08-195 BY TITLE
AND SUMMARY**

WHEREAS, the City Council of the City of Lake Elmo has adopted Ordinance No. 08-An Interim Ordinance Imposing a Moratorium on 2030 Comprehensive Plan Amendments; and

WHEREAS, the ordinance is lengthy; and

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

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Lake Elmo, that the City Clerk shall cause the following summary of Ordinance No. 08-195 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. 08-195, An Interim Ordinance Imposing a Moratorium on 2030 Comprehensive Plan Amendments which declares a moratorium for a one year period on all 2030 Comprehensive Plan Amendments as the City prepares for its 2040 Comprehensive Plan update.

The full text of Ordinance No. 08-195 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: January 16, 2018

Mayor Mike Pearson

ATTEST:

Julie Johnson, City Clerk

(SEAL)

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

Whereupon said resolution was declared duly passed and adopted.



STAFF REPORT

DATE: January 16, 2018
REGULAR #20

AGENDA ITEM: Assessor Services

SUBMITTED BY: Kristina Handt, City Administrator

REVIEWED BY: Brian Swanson, Finance Director

BACKGROUND:

The City currently has a contract with Raboin Inc for City Assessor services. Dan Raboin has provided notice that he will be terminating the agreement and plans to stay only through the Local Board of Appeals and Equalization (LBAE) in April.

ISSUE BEFORE COUNCIL:

Who should the council select for providing assessor services?

PROPOSAL:

Upon receiving Mr. Raboin's notice, staff obtained quotes from Washington County and Chase Peloquin for assessor services. Washington County provided a sample billing based upon 2017 parcel numbers and an agreement. Mr. Peloquin provided a written proposal. Copies of both are included in your packet.

Staff discussed the two proposals with the Finance Committee at their January 9th meeting. They suggested looking into having the assessor send notices to those residents who will have their property visited every year. The city is on a rotation to have each parcel visited once in a five year period. Chase Peloquin was willing to add that to his proposal for an additional \$1,500.

Mr. Peloquin's base charge is \$48,500 with additional charges per parcel for newly created parcels and for building permits issued beginning in 2018. Washington County's estimate includes the number of 2017 parcels and their fee schedule which is adopted by the County Board each year. Their estimate for the base is \$56,154.19. Mobile Homes and Personal Property (2018 est \$4,989.05) are required to be covered by Washington County regardless of who provides general assessing services for the city. Even after subtracting for these services, Peloquin's base is still less by a couple thousand dollars. Therefore staff would recommend Council provide direction to staff to bring back a contract for assessing services for the next three years with Peloquin.

FISCAL IMPACT:

The 2018 budget for assessing services is \$53,350. Assuming the same level of growth and permits as 2017, assessing services in 2018 will exceed budget by about \$14,500. Of that amount \$3,700 is the retainer the city will be holding until Dan Raboin completes the LBAE.

OPTIONS:

- 1) Direct staff to prepare a contract for assessing services with Chase Peloquin
- 2) Direct staff to work on a contract for assessing services with Washington County

RECOMMENDATION:

"Motion to direct staff to prepare a contract for assessing services with Chase Peloquin."

ATTACHMENTS:

- Chase Peloquin Proposal
- Washington County Billing Sample and Agreement

**Prepared For:
Lake Elmo City Council
City Administrator - Kristina Handt
3800 Laverne Avenue North
Lake Elmo, MN 55042**

Proposal for Assessing Services

City of Lake Elmo, MN

Prepared By: Chase Peloquin, SAMA



**Date of Proposal:
Friday, January 5, 2018**

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Please send all Correspondence to:

Chase Peloquin
29067 Machmeier Ct
Lindstrom, MN 55045

Email: ScandiaAssessor@outlook.com
Phone: (651) 538-6383

Letter to the Council

Friday, January 5, 2018

Lake Elmo City Council
3800 Laverne Avenue North
Lake Elmo, MN 55042

Dear Council Members & Administrator Handt,

I believe that I am a well-qualified candidate for the City Assessor position because of my extensive background in property tax assessment. As a Senior Accredited Minnesota Assessor (SAMA) I have attained the highest licensure level of MN real estate assessment and property tax administration.

Working as the City Assessor for Scandia over the past several years has given me firsthand experience of the specific needs of City Administration as well as the ability to successfully address important issues that arise with the citizens.

As the Commercial Appraiser for Chisago County I have gained the essential skills and talents that are vital in delivering a quality commercial and residential assessment.

With an excellent understanding of computer applications such as Microsoft Office, Computer Assisted Mass Appraisal (CAMA) systems, and a comprehensive knowledge of Microsoft Excel; I possess the technical skills required to keep up with the information age. My abilities to work well with others, learn new things quickly, and maintain a positive work environment also qualify me for this position.

Please contact me at (651) 538-6383 to set up an interview. I believe my experience and enthusiasm will make me a valuable team member at the City of Lake Elmo.

Sincerely,

A handwritten signature in black ink, appearing to read 'Chase Peloquin', with a stylized, cursive script.

Chase Peloquin, SAMA

Description of Services

Annual Valuation & Classification

Annually value and classify all real property parcels within the City of Lake Elmo per State and County guidelines.

Quintile

Inspect and verify data characteristics of all real property parcels per State and County guidelines. Mail notification post cards to residential properties prior to visiting.

New Construction

Coordinate with the City Building Official to view, value and classify all new construction projects.

Local Board of Appeal and Equalization

Staff an Annual Local Board of Appeal and Equalization meeting.

Splits, Combinations & Plats

Coordinate with the County to process parcel splits, parcel combinations and administration of new plats.

Sales Verification and Ratio Study

Process, verify and analyze Certificates of Real Estate Value. Compile and provide sale information to the MN Department of Revenue for State Sales Ratio Studies.

Taxpayer Relations & Communication

A dedicated phone line and email address will be provided and constantly monitored. All taxpayer calls and emails will be returned within a timely manner. Provide information to citizens, land developers, contractors and government officials to keep them informed of assessment policies and procedures. Serve as an expert resource to city staff and citizens regarding all aspects of real property appraisal and property tax assessment.

Parcel Counts

The following parcel count information was obtained from the 2017 Washington County Assessment Report and the current City Assessor.

Agricultural

There are 113 parcels classified as agricultural.

Apartment

There are 6 parcels classified as apartment.

Commercial/Industrial

There are 201 parcels classified as commercial/industrial.

Residential & Season Residential

There are 3,642 parcels classified as residential or seasonal residential.

Exempt

There are 494 parcels classified as exempt.

Total Parcels

Included in this proposal are a total of **4,377 parcels**.

* Mobile Homes & Other Personal Property are not included in this proposal

Pricing

This proposal is based on the parcel count and classification information in the preceding section. Changes for the 2018 Assessment will be billed per the Parcel Additions section of this proposal.

Annual Assessment Cost

The proposed annual cost for Assessment Services will be:

Forty-Eight Thousand Five Hundred Dollars & 0/100
\$48,500.00

New Construction & Building Permits

The annual cost for Building Permits will be based on the following schedule:

Type	Rate per Permit
Apartment	\$30.00
Commercial/Industrial	\$50.00
Exempt	\$50.00
Single-Family Homes	\$20.00
Single-Family Attached (per unit)	\$10.00
Other Permits	\$2.00
- Windows, Roofing, Siding, Remodels, Decks, Porches, Additions, Accessory Buildings, Basement Finish, Foundation or Structure Alterations.	

* The City will provide copies of all building permits, building plans, and building permit reports including PID's electronically, via email, at a minimum of a monthly basis.

Parcel Additions

The annual cost increase for newly created parcels will be based on the following schedule:

Classification	Annual Rate Increase per Parcel
Agricultural	\$12.00
Apartment	\$20.00
Commercial/Industrial	\$30.00
Residential/Seasonal Residential	\$12.00
Exempt	\$5.00

Payment & Key Date Schedule

While payment and key date schedules are flexible to meet the requirements of the City, the following progression is being proposed for the 2019 Assessment.

Start Date

Services are available to commence on May 1st, 2018.

Monthly Payment Schedule

Beginning May 1st, 2018 monthly payments in the amount of \$3,500.00 will ensue and be due on the 1st day of every month.

May 2018	\$3,500.00
June 2018	\$3,500.00
July 2018	\$3,500.00
August 2018	\$3,500.00
September 2018	\$3,500.00
October 2018	\$3,500.00
November 2018	\$3,500.00
December 2018	\$3,500.00
January 2019	\$3,500.00
February 2019	\$3,500.00
March 2019	\$3,500.00
<u>April 2019</u>	<u>\$3,500.00</u>
Monthly Payment Total	\$42,000.00

Final Payment

Within five business days of the adjournment of the Lake Elmo Local Board of Appeal and Equalization Meeting the balance of the Annual Assessment Cost, including any new construction and parcel addition charges, will be due. The final invoice will be provided to the City on or before February 10th each year.

End Date

The annual assessment will be considered complete upon the adjournment of the Lake Elmo Local Board of Appeal and Equalization Meeting.

Chase B. Peloquin, SAMA

29067 Machmeier Ct

Lindstrom, MN 55045
ScandiaAssessor@outlook.com

651-538-6383

Employment:	City Assessor City of Scandia	Scandia, MN May 2015 - Present
	<ul style="list-style-type: none">• Serve as an expert resource to staff and citizens regarding all aspects of real property appraisal and property tax assessment• Perform market research by gathering data including actual income information, occupancy levels, rental rates, and capitalization rates to determine potential market performance of properties• Effectively identify and evaluate economic trends, market conditions and real estate investments• Provide information to citizens, land developers, contractors, government officials and county departments to keep them informed of assessment policies and procedures	
	Commercial Appraiser Chisago County Assessor's Office	Center City, MN June 2012 – Present
	<ul style="list-style-type: none">• Interview, train, supervise and evaluate Sr. Deputy Assessors and Assessment Assistants• Appraise commercial, industrial, apartment, and complex special use properties using mass appraisal statistical modeling techniques, direct capitalization and discounted cash flow analysis• Negotiate favorable settlements and manage all aspects of countywide tax court petitions	
	Field Appraiser Frank Langer – Scandia City Assessor	Scandia, MN June 2009 – May 2015
	<ul style="list-style-type: none">• Review residential property, collect data on building measurements, cost, building features and neighborhood characteristics• Inspect real estate and record characteristics such as type of property, physical condition, structural component, size, nature and type of improvements to establish the value and classification of property	
	Sr. Deputy Assessor Chisago County Assessor's Office	Center City, MN June 2009 – June 2012
	<ul style="list-style-type: none">• Review residential property, collect data on building measurements, cost, building features and neighborhood characteristics• Inspect real estate and record characteristics such as type of property, physical condition, structural component, size, nature and type of improvements to establish the value and classification of property• Receive and respond to inquiries and complaints from property owners by explaining how property values were established and informing property owners of appeal procedures• Compile and analyze market sales data to allow reliable estimates of property values	
	Field Engineer Kiewit Pacific Company – Northwest Division	Winterhaven, CA June 2008 – March 2009
	<ul style="list-style-type: none">• Plan, schedule, supervise and approve work done by contractor and company crews• Prepare material takeoffs, estimate costs and purchase materials• Coordinate daily construction activities and develop schedules for crews, equipment and materials	
	Project Manager Custom Fit Homes Inc.	Lindstrom, MN December 2005 – June 2008
	<ul style="list-style-type: none">• Effectively work with contractors, surveyors, architects, engineers and building officials• Estimate, contract, manage, budget and supervise all aspects of construction• Schedule, coordinate, inspect and approve work done by subcontractor crews	
Education:	Bachelor of Science Degree	Mankato, MN
Major:	Business Finance	December 2005
Minor:	Business Administration	Cum Laude
	Minnesota State University, Mankato	College of Business AACSB Accredited

Qualifications of the Assessor

Designation:

Senior Accredited Minnesota Assessor License #3336

Appraisal Education:

Minnesota Association of Assessing Officers:

Residential Appraisal Principles	July 2009
Residential Appraisal Procedures	August 2009
Mass Appraisal Basics	August 2009
Assessment Laws & Procedures	January 2010
Assessment Administration	October 2011
Basic Income Approach to Valuation	October 2011
Minnesota Residential Case Study	April 2012
Oral Interview – MN State Board of Assessors	May 2012
Valuation of Big Box Retail	May 2016
Tax Court – Big Box Symposium	May 2016
Minnesota Income Property Case Study	October 2016

International Association of Assessing Officers:

Income Approach to Valuation	September 2011
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Minnesota Department of Revenue:

Professional Assessment Certification & Education	March 2012
Minnesota Tax Calculation Course	December 2012
Ethics for MN Assessors	August 2015
Professional Assessment Certification & Education	September 2015
Minnesota Tax Calculation Course	December 2016

Kaplan Professional Schools:

National USPAP Update Course	May 2012
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McKissock

Appraisal of Fast Food Facilities	May 2016
Appraisal of Self Storage Facilities	June 2016

Appraisal Institute

A little Value for Everyone (Rounded)	November 2017
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Qualifications of the Assessor (Cont.)

Professional Affiliation:

Member of Minnesota Association of Assessing Officers (MAAO)
Region 3 Tax Court Committee Member November 2014
Region 3 Commercial Industrial Committee Member November 2014

Experience:

City Assessor – City of Scandia, MN	May 2015 - Present
Commercial Assessor for Chisago County	June 2012 - Present
Field Appraiser for FXL, Inc.	June 2009 - May 2015
Senior Deputy Assessor for Chisago County	June 2010 - June 2012
Deputy Assessor for Chisago County	June 2009 - June 2010

Education:

Minnesota State University, Mankato

Bachelor of Science – Business Finance	December 2005
Minor Business Administration	December 2005

Chisago Lakes High School

High School Diploma	June 2001
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MN State Assessor License

As of November 2017, I have held an **Senior Accredited Minnesota Assessor** designation. This is the highest licensure level of MN real estate assessment and property tax administration granted by the Minnesota State Board of Assessors.



Professional References

The following individuals are available to the City for professional reference purposes.

Dan Raboin

City Assessor
27697 Woodland Dr
Chisago City, MN 55013
(651) 213-6705

I worked with Mr. Raboin at Chisago County for six years prior to his leaving for full time work as a Local City Assessor.

Neil Soltis

City of Scandia Administrator
14727 209th Street
Scandia, MN 55073
(651) 433-2274

For the past three years I have contracted with the City of Scandia for its Assessing Services.

Frank Langer

Former City Assessor
21870 Olinda Lane
Scandia, MN 55073
(651) 433-3059

For six years I worked for Mr. Langer performing appraisal and assessment services in the City of Scandia, City of Lake Elmo, City of Hugo, City of Marine on St. Croix, and City of Dellwood.

LAKE ELMO

2018

	# parcels	Rate	Total	
Agriculture	32	\$16.88	\$540.16	
Vacant Land	1,354		\$1,871.27	
C&I	63	\$2.41	\$151.83	
Ag	81	\$2.41	\$195.21	
Res	753	\$1.83	\$1,377.99	
Exempt	457	\$0.32	\$146.24	
Multi-Family (Townhome/Condo/Duplex)	79	\$6.04	\$477.16	
Not included in Residential count				
Residential	2,557		\$39,377.28	
<\$500,000	2,695	\$13.88	\$37,406.60	
> or equal to \$500,000	76	\$25.93	\$1,970.68	
Manufactured Homes	508	\$9.66	\$4,907.28	
Personal Property & PILT	17	\$4.81	\$81.77	
C&I	140		\$8,500.90	
<\$999,999	115	\$54.26	\$6,239.90	
> or equal to \$1,000,000	25	\$90.44	\$2,261.00	
Exempt Improved	39		\$235.56	
<\$999,999	20	\$6.04	\$120.80	
> or equal to \$1,000,000	19	\$6.04	\$114.76	
Apartments	5		\$162.81	
<\$999,999	4	\$30.15	\$120.60	
> or equal to \$1,000,000	1	\$42.21	\$42.21	Cost per parcel
2018 Base Fee	4,731		\$56,154.19	\$11.87
New Construction	(count taken out of the lower tier base fee calc)			
Residential				ESTIMATED
Single Family	214	\$31.19	\$6,674.66	Start 2017
Townhome/Condo	51	\$12.06	\$615.06	Start 2017
C&I				
New	1	\$138.70	\$138.70	Start 2017
Apartments				
New	1	\$66.33	\$66.33	Start 2017
Exempt				
New	3	\$120.58	\$361.74	Start 2017
New Construction Fee	270		\$7,856.49	
2018 Billing	5,001		\$64,010.68	\$12.80

AGREEMENT FOR ASSESSMENT SERVICES

THIS AGREEMENT, made and entered into this ____ day of _____, 2018 by and between the City of Lake Elmo, a Minnesota municipal corporation, herein referred to as the “City”, and Washington County, a body politic and corporate, herein referred to as “Washington County” pursuant to the authority contained in Minnesota Statutes 471.59, which authorizes the joint and cooperative exercise of powers common to contracting parties and Minnesota Statute 273.072 Subd. 1, which provides that a county and city or town may, by agreement entered into under 471.59 provide for the assessment of property in the municipality or town by the county assessor.

WITNESS:

WHEREAS, the City desires to retain Washington County and the Washington County Assessor to perform assessment services for the City; and

WHEREAS, Washington County desires to perform assessment services required by the City; and

WHEREAS, the City and Washington County deem it mutually advantageous to set forth the terms and conditions of their relationship in writing;

NOW, THEREFORE, the parties hereto agree that the following shall constitute joint agreement for assessment services:

SECTION ONE-PARTIES

The City hereby contracts with Washington County to perform, and Washington County hereby agrees to perform, the assessment services hereinafter described.

SECTION TWO-SERVICES

Washington County Assessor shall perform all assessment services required by State statute and the City. Such services shall include, but are not limited to the following:

- a. Appraisal of all real and personal property located within the City.
- b. Interprets regulations, rules and legislative changes to the City Council, Realtors, bankers, citizens and civic groups as necessary or upon request.
- c. Answers questions/concerns regarding property values and classifications.
- d. Draws and calculates “splits” of real estate sales reflective of joint ownership of land parcels.

- e. Maintains a listing of the assessment of each and every parcel of property within the City.
- f. Each parcel of property within the City shall be reviewed at least once every five years. It is the intention of the parties that the Washington County Assessor shall make every effort to view and revalue approximately one-fifth of the parcels during each year that this Agreement remains in force.
- g. Holds and staffs an annual Board of Appeal or Open Book Meeting. The format of this appeals meeting will be at the discretion of the City and guided by Minn. Stat. § 274.01, subd. 1.
- h. Interprets and applies regulations, rules and legislative changes to other appraisers, real estate professionals, citizens and civic groups, other governmental bodies and personnel as necessary and upon request.
- i. Answers property owner questions/concerns regarding appraisal practices, property values and classifications. Draws and interprets maps, charts and other descriptions to assist property owners in understanding the process.
- j. Develops land and building valuation schedules; conducts statistical analysis to support appraisal decisions, and oversees Computer Aided Mass Appraisal system (CAMA) table adjustments; and draws and calculates “splits” of real estate and new plats of property, including land areas, classes and valuations. Conducts statistical surveys to support appraisal decision e.g., current sales study using the CAMA system.
- k. Coordinates research of complex appraisal issues, reviews, investigates and makes recommendations on applications for abatement or other reduction of assessed value.
- l. Coordinates collection of sales information and annual assessment activities in apartment, commercial, industrial, residential and personal property markets.
- m. Coordinates the valuation and classification of exempt properties, including interpreting laws applying to exempt organizations and processing exemption requests.
- n. Manages state tax court petitions and coordinates TIF assessment functions with the city. Provides values to city for various projects in which there may be an assessment agreement.
- o. Investigates and handles all applications for abatement or reduction of assessed value.
- p. Provides a report of assessment activities (Assessment Report) each year prior to the appeals period.

SECTION THREE-AGREEMENT PRICE

The City shall pay a fee to the County each year for assessment services based on the parcel mix located within each community. The assessment fee schedule is approved by the County Board each year and establishes the fee associated with each property use. The County will utilize the same fee schedule for all of its contract communities. The City will be billed for assessing services upon the completion of the assessment cycle. The County will provide an invoice to the City no later than June 1 of each year payable on or around July 1.

SECTION FOUR-INDEPENDENT CONTRACTOR

It is understood and agreed between the parties that the Assessor is an independent contractor and not an employee of the City. The Assessor shall be responsible for furnishing its own transportation, books and any other documents or items of personal property required to perform the services. The City shall not be required to maintain any insurance coverage needed in connection with the performance of the Assessor's services, including but not limited to automobile liability insurance, workers compensation insurance and public liability insurance.

SECTION FIVE-DURATION AND TERMINATION

This Agreement shall commence on July 1, 2018 and remain in force until terminated by either party giving the other party a six-month written notice of its intent to terminate the Agreement per Minnesota Statute 273.072 Subd. 4.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement the day and year first above written.

CITY OF LAKE ELMO

WASHINGTON COUNTY

By _____
Mayor

By _____
County Board Chair

Attest _____
City Clerk

By _____
County Administrator

Recommended By:

Jennifer Wagenius
Director, Property Records and Taxpayer Services

Approved as to form by:

George Kuprian
Assistant Washington County Attorney



STAFF REPORT

DATE: January 16, 2018
REGULAR #21

AGENDA ITEM: Purchase Agreement for 3880 Laverne Ave

SUBMITTED BY: Kristina Handt, City Administrator

REVIEWED BY: Brian Swanson, Finance Director

BACKGROUND:

The City began a space needs study for a new city hall, fire station and updates to public works in 2017. One of the options examined in that report was the Brookfield building, 3880 Laverne Ave N. At the December 19th meeting, the Council held a closed session to discuss an offer for the property.

ISSUE BEFORE COUNCIL:

Should the City Council approve the purchase agreement for 3880 Laverne Ave N?

PROPOSAL:

The City Attorney has drafted a purchase agreement for 3880 Laverne Ave N and the .58 acre adjacent parcel at the corner of 39th St and Laverne Ave N. The proposed purchase price is \$875,000. In addition, the City would assume the pending street assessment (Laverne Ave N) estimated at \$71,750. Earnest money of \$40,000 is proposed.

The purchase agreement includes five contingencies:

- Title of the property is acceptable to the city
- Environmental condition of the property is acceptable to the city
- The physical condition of the property is acceptable to the city
- Building analysis/fit test results acceptable to the city
- A financing contingency

Staff has contacted two firms to do the environmental and physical condition inspections. CEG Assessments fee for both is \$3,300. Leo Daly's fee is \$2,500 for each the property condition assessment and the environmental review for a total of \$5,000. Given that it is uncertain if the property will be used for a city hall and/or fire station at this time, staff is not recommending the building fit test be completed. If council would like to identify which option we can obtain quotes for that study.

The City will have 90 days to perform its due diligence in these areas. The closing will then be 30 days after the due diligence period.

The cost of obtaining a Title Commitment will be paid by the sellers. Real estate taxes (est \$23,330) will be prorated from the date of the closing. Other closing fees will be split as is customary along with the seller paying the broker fee.

The purchase agreement allows the city to assign it to the Economic Development Authority (EDA) which may be necessary for financing reasons discussed later.

The Sellers would like for the City to decide if they would like to have the Financing Contingency or the EDA Assignment language but not both. They don't feel it is clear what will happen. Staff left both sections in the agreement and Council can decide which, if any, to remove. A decision on the financing of the purchase will help in determining which removal is in the City's best interest.

FISCAL IMPACT:

Staff has been meeting with bond counsel and our municipal financial advisor Tammy Omdal from Northland to discuss financing options. Having the city issue General Obligation Capital Improvements Bonds is not an option since tenants will remain initially in the building. Therefore, any bonding would need to be done through the Economic Development Authority with taxable lease revenue bonds. Three options include:

- 1) Using City Fund Balance. This could be fund balance in the general fund as well as the utility funds, likely split 80/10/10 (general/water/sewer). Staff would not recommend this option as drawing down the general fund balance that significantly may impact the city's bond rating and trigger the need to levy to increase the fund balance to be within policy guidelines of 50-60%.
- 2) Have the EDA issue lease revenue bonds as the EDA is currently organized. This would then lead to a lease agreement between the City and EDA which would cover the debt payments and possibly operating costs, property taxes, property insurance, etc.
- 3) Have the EDA issue lease revenue bonds after granting HRA powers. The EDA could then pledge the HRA levy as a backup if future Councils decide not to levy for the lease bond payment amounts. This could result in the interest rate being as much as 1% lower than option 2 above. A lease agreement would still be needed as described in option 2.

In the near term, as long as all tenants remain at their current rates, staff estimates the city will net funds after paying bond payments, operating costs, property taxes and insurance. This is due to the city not having to make the current lease payments once ownership changes as well as reduced taxes for the portion that is tax-exempt.

General fund balance can be used in the interim for the purchase of the property and then once bond proceeds are received the City can be reimbursed for the purchase. The EDA will need to approve a reimbursement resolution within 60 days of the purchase. Then they would reimburse the City.

If the Council decides to use fund balance and not have the EDA issue bonds, the unrestricted unassigned fund balance in the General Fund is projected to be at about 51% by 12/31/18. Council could impact that percentage by having the utility funds pay their fair portion of the building costs.

OPTIONS:

Regarding Purchase Agreement:

- 1) Approve the Purchase Agreement for 3880 Laverne Ave N
- 2) Amend and then Approve the Purchase Agreement for 3880 Laverne Ave N
- 3) Do not Approve a Purchase Agreement for 3880 Laverne Ave N

Regarding the contingencies:

- 1) Approve \$3,300 for CEG to complete a property conditions assessment and Phase 1 Environmental
- 2) Approve \$5,000 for Leo Daly to complete a property conditions assessment and Phase 1 Environmental
- 3) Direct staff to obtain quotes for a building fit test (Council identify the use)

Regarding Financing:

- 1) Use fund balance
- 2) EDA taxable lease revenue bonds
- 3) Use HRA powers of EDA, taxable lease revenue bonds

RECOMMENDATION:

“Motion to Amend and then Approve the Purchase Agreement for 3880 Laverne Ave N.”

AND

“Motion to approve \$3,300 for CEG to complete a property conditions assessment and Phase 1 Environmental Assessment.”

AND

“Motion to direct staff to begin securing financing via the EDA using HRA powers.”

ATTACHMENTS:

- Purchase Agreement
- CEG Proposal

PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT (the “**Agreement**”) is made and entered into as of the ____ day of _____, 2018 (which shall be the reference date only of this Agreement) by and between LAKE ELMO ASSOCIATES LLP, a Minnesota limited liability partnership (“**Seller**”) and the CITY OF LAKE ELMO, a public body corporate and politic in the State of Minnesota (“**Purchaser**”).

RECITALS

A. Seller is the owner of certain real property located at 3880 Laverne Avenue North, in the City of Lake Elmo (“**City**”), County of Washington, and State of Minnesota, which is legally described on the attached Exhibit A (the “**Land**”).

B. Seller desires to sell the Land and any and all improvements located thereon to Purchaser, and Purchaser desires to purchase such Land and improvements under the terms and conditions provided herein.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and of the following terms and conditions, the parties agree as follows:

1. **SALE AND PURCHASE.** Seller hereby agrees to sell to Purchaser, and Purchaser hereby agrees to purchase from Seller, upon the terms and conditions set forth below, the following:
 - a. Fee simple title to the Land together with improvements constructed on the Land (the “**Improvements**”); and
 - b. Seller’s interest, if any, in: (i) all easements, air rights, and other rights benefiting or appurtenant to the Land; and (ii) all neighboring or contiguous alleys, streets, roads, and utilities servicing, pertaining, or relating to the Land; and
 - c. All personal property and fixtures located in the building that cannot be removed without causing damage to the Improvements including, but not limited to, affixed equipment and appliances (the “**Personal Property**”).

All items described in subsections 1(a) through 1(c) above are collectively referred to in this Agreement as the “**Property**.”

2. **PURCHASE PRICE.** The total purchase price to be paid by Purchaser to Seller for the Property (the “**Purchase Price**”) shall be Eight Hundred and Seventy-Five Thousand and No/100 Dollars (\$875,000.00).

The Purchase Price shall be payable as follows:

- a. Upon execution of this Agreement by both parties, Purchaser shall deposit with St. Croix Title with an address of 10390 39th Street N., Lake Elmo, MN 55042 (the “**Title Company**”) via cash or wire transfer, Forty Thousand and No/100 Dollars (\$40,000.00) (the “**Earnest Money**”). At the Closing, as defined in Section 9 hereof, the Earnest Money and any interest accrued thereon shall be paid to Seller and credited against the Purchase Price. The Title Company shall act as escrow agent with respect to the Earnest Money pursuant to the

terms of this Agreement, shall deposit such Earnest Money in a noninterest-bearing account, and all costs of Title Company, if any, with respect to such escrow shall be borne by Purchaser. If the Purchaser fails to Close for any reason, other than i) properly terminating this Agreement pursuant to the terms of Paragraphs 3 or 6; or ii) the default of Seller, the Earnest Money and any interest accrued thereon shall be retained by the Seller.

- b. The “**Effective Date**” shall be the last date upon which this Agreement is executed by both Purchaser and Seller.
- c. The balance of the Purchase Price, plus or minus the prorations and credits provided in this Agreement, shall be paid to Seller in immediately available funds via certified check or wire transfer at the Closing (as defined in Section 9 hereof).

If there is a dispute between Seller and Purchaser regarding whether the Earnest Money shall be returned to Purchaser or delivered to Seller, Title Company shall have no obligation to either Seller or Purchaser except to interplead the proceeds into an appropriate court of competent jurisdiction. Title Company may act upon any instrument or other writing believed by Title Company in good faith to be genuine and to be signed and presented by the proper person. Title Company shall not be liable in connection with the performance by Title Company of its duties hereunder, except for Title Company’s own fraudulent misconduct or negligence. Title Company shall be under no obligation to institute or defend any action, suit, or legal proceeding in connection herewith or to take any other action likely to involve an expense to Title Company (except to interplead the Earnest Money as aforesaid and within respect to its own wrongful conduct or negligence) unless first indemnified to its reasonable satisfaction by Seller and Purchaser.

- 3. **CONTINGENCIES.** Notwithstanding any other provision in this Agreement to the contrary, the parties agree that the purchase of the Property is subject to the following contingencies (collectively, the “**Purchaser Contingencies**”) which must be accepted or waived on or before the expiration of the Due Diligence Period hereafter defined, unless a different period is expressly provided herein:

- a. Title to the Property shall be acceptable to Purchaser, in its sole discretion (the “**Title Contingency**”) within the time frames and terms and conditions contained in Paragraph 6.
- b. The Property’s environmental condition shall be acceptable to Purchaser, in its sole discretion. Copies of such environmental assessments shall be provided at no cost to Seller for its use (the “**Environmental Contingency**”). Notwithstanding the foregoing, Purchaser must conduct such review and other matters during the Due Diligence Period and this Environmental Contingency shall expire on the expiration of the Due Diligence Period.
- c. Purchaser shall have the right during the Due Diligence Period to conduct such soil tests/geotechnical analyses, building and property inspections, reviews, environmental assessments (collectively, the “**Physical Reports**”), if any, as Purchaser deems necessary and such Physical Reports and the testing/review required therefore shall be subject to the terms and conditions contained in Paragraph 7. The results of the same shall be satisfactory to Purchaser in its sole discretion (the “**Inspection Contingency**”). Copies of any Physical Reports obtained or commissioned by Purchaser with respect to the Property shall be provided at no cost to Seller, but without any representation as to their accuracy or how the same may be used. To facilitate Purchaser’s due diligence efforts, Seller agrees to deliver copies of all records it has of

the Property in its possession, if any, to Purchaser within 10 days after the Effective Date hereof.

- d. Purchaser may conduct a building analysis test fit plan for the Property during the Due Diligence Period. The results of the same shall be satisfactory to Purchaser in its sole discretion (the “**Building Analysis Contingency**”).
- e. Purchaser obtaining financing acceptable to Purchaser in its sole discretion during the Due Diligence Period (the “**Financing Contingency**”).

Purchaser shall satisfy or waive the Environmental Contingency, the Inspection Contingency, the Building Analysis Contingency, and the Financing Contingency on or before the expiration of the Due Diligence Period and the Title Contingency in the time prescribed in Paragraph 6 or said Contingencies shall be waived.

On or before that date which is 90 days after the Effective Date hereof (the “**Due Diligence Period**”), Purchaser shall, by giving written notice to Seller, either:

- (i) Terminate this Agreement if any one or more of the Purchaser Contingencies above have not been satisfied; or
- (ii) Waive the Contingencies and proceed to closing.

If Purchaser elects to terminate this Agreement under clause (i) above, then upon Seller’s receipt of Purchaser’s written notice of termination, this Agreement shall be null and void, all Earnest Money shall be returned by Title Company to Purchaser, and neither party shall have any further obligation to the other.

If Purchaser elects to waive any of the Purchaser Contingencies and proceed under clause (ii) above, then the Earnest Money shall become non-refundable to Purchaser except in the event of: (a) Seller’s default; or (b) termination pursuant to Section 8 below and the parties shall proceed to Closing as provided in Section 9 below.

4. **REPRESENTATIONS.** The following representations are being made by Seller: (i) that Seller owns fee simple marketable title to the Property; (ii) Seller has no knowledge of any “Hazardous Substance,” “pollutant” or “contaminant” ever being released from any “facility” or “vessel” located on or used in connection with the Property, and has not taken any action in “response” to a “release” in connection with the Property (the terms set within quotation marks shall have the meanings given to them in the federal Comprehensive Environmental Compensation and Liability Act); (iii) as of the Closing, there will be no obligations or liabilities of any kind or nature whatsoever, including but not limited to any tax liabilities, contract liabilities, or tort liabilities for which or to which Purchaser or the Property will be liable or subject except for non-delinquent real estate tax obligations; (iv) there are no storage tanks, underground storage tanks, wells or abandoned wells, or septic systems upon the Property, with the exception of an abandoned septic system that was emptied, crushed, and filled with sand; (v) subject to matters beyond the control of the Seller and reasonable wear and tear, the Property shall be substantially in the same condition at Closing as it is as of the date first written above; and (vi) Seller has not filed, voluntarily or involuntarily for bankruptcy relief within the last year under the United States Bankruptcy Code or has any petition for bankruptcy or receivership been filed against Seller within the last year. These representations shall survive Closing indefinitely.

Except as expressly set forth herein, Seller makes no warranty or representations whatsoever, express or implied, regarding the condition, merchantability, habitability, tenantability, environmental condition, or the fitness for any particular purpose or use, of the Property purchased and sold hereunder. Purchaser acknowledges that it is purchasing the Property “AS IS, WHERE IS, AND WITH ALL FAULTS” and Purchaser for itself and for its successors and assigns hereby waives, releases, and discharges Seller from any and all claims, demands, liabilities, damages, obligations, fines, penalties, costs, and expenses, including (without limitation) reasonable attorneys’ fees and disbursements (collectively, the “**Liabilities**”), and covenants not to sue Seller for any Liabilities caused by, arising out of, or related to the condition of the Property or any matters related to the Property. Notwithstanding anything contained herein to the contrary, the provisions of this paragraph shall survive Closing indefinitely.

5. **SURVEY.** Purchaser may survey the Property at its cost (the “**Survey**”). The Survey must be obtained within 30 days of the date of receipt of the Title Commitment (“**Outside Survey Date**”). Seller shall be provided with a copy of the Survey at no cost for its own use.
6. **EVIDENCE OF TITLE.** Purchaser shall obtain a commitment for an owner’s policy of title insurance (“**Title Commitment**”) from Title Company for the Property within 30 days of the Effective Date. The cost of obtaining such Title Commitment shall be paid by Seller. Purchaser shall be allowed 15 days after the date of receipt of the latter of the Title Commitment or the Survey to examine the same and the making of any objections (the “**Title Objections**”); such objections are to be made to Seller in writing or shall be deemed to have been waived. The Title Objections may include requests for deletion of the survey, mechanic’s liens, and possession standard exceptions and the request for special endorsements for such matters as Purchaser may request. If any Title Objections are so made, Seller shall have 10 days from the date of Seller’s receipt of the Title Objections (“**Outside Seller Response Date**”) to confirm in writing to Purchaser whether it will be able to remove the Title Objections on or prior to the Closing Date, and if not, which of the Title Objections Seller is unwilling to remove; provided, however, that Seller must satisfy any mortgages, monetary liens, or other monetary encumbrances on or prior to the Closing Date. Purchaser shall then have the right to either waive those Title Objections which Seller is unwilling to remove, or to terminate this Agreement on or before the earlier of i) five days after the Outside Seller Response Date; or ii) the end of the Due Diligence Period pursuant to the Title Contingency described in Section 3(a) above. If Seller fails to remove those Title Objections which Seller agrees to remove on or prior to the Closing Date, Purchaser shall have the option of:
 - a. Declaring this Agreement null and void by written notice to Seller, and, in such event, receiving a refund from Seller of all Earnest Money; or
 - b. Waiving any defect in title and, in such event, proceeding to close the transaction contemplated by this Agreement on the Closing Date as defined in Section 9 hereof.

As used in this Agreement, the term “**Permitted Exceptions**” shall mean (i) all matters either shown on the Survey or listed in the Title Commitment to which Purchaser does not raise a Title Objection within the Title Review Period or, having objected, waives as provided above; (ii) ad valorem real estate taxes for the calendar year in which the Closing occurs and subsequent calendar years, not yet due and payable; and (iii) municipal or other governmental zoning laws, regulations and ordinances.

7. **ACCESS TO LAND.** Seller hereby grants to Purchaser and its agents the right of ingress and egress over, under, and through the Property for the purpose of surveying, inspecting, and

testing of the same and making other observations as Purchaser deems necessary, all however, at Purchaser's expense. This includes the right of Seller and its agents to perform soil borings and an environmental assessment of the Property. Purchaser shall reasonably repair any damage caused to the Property as a result of Purchaser's activities such that the Property is returned to substantially the same condition as it existed prior to Purchaser's activities. Purchaser shall ensure that any individual or entity conducting examination of the Property on behalf of Purchaser is licensed and insured. Purchaser agrees to indemnify and hold Seller harmless from all injury, death, or property damage or claim, loss, expense, or lien of any kind whatsoever arising out of or in any way incidental to Purchaser's or its employees, contractors, agents and representatives presence on the Property, however that in no event shall Purchaser be responsible for any conditions discovered by Purchaser. Seller shall reasonably cooperate with Purchaser and its due diligence efforts.

8. **DESTRUCTION OR EMINENT DOMAIN.** If, prior to the Closing Date, all or any substantial part of the improvements on the Property should be destroyed by fire or any other cause, or any insubstantial part of the Property shall be taken by eminent domain, either party shall have the option of canceling this Agreement. If, prior to the Closing Date, all or any substantial part of the Land should be taken, or proceedings are commenced in condemnation with respect thereto, Purchaser shall have the option to terminate this Agreement. Said options provided in this Paragraph, if exercised by Purchaser, must be exercised in writing and delivered to Seller within the earlier of: (i) 10 days after a request by Seller as to whether Purchaser intends to exercise this option; or (ii) the Closing Date. If Purchaser so elects to cancel this Agreement in accordance herewith, this Agreement shall thereafter be of no further force and effect.
9. **CLOSING AND POST-CLOSING.** The consummation of the transaction contemplated by this Agreement ("**Closing**") shall be held at St. Croix Title, 10390 39th Street North, Lake Elmo, Minnesota 55042 (or at such other location as the parties shall agree), on the "**Closing Date**" which shall be a date mutually agreed upon by Seller and Purchaser which is within 30 days after Purchaser has satisfied or waived all contingencies listed in Section 3 above.

9.1 On the Closing Date, Seller shall deliver to Purchaser a warranty deed for the Property, subject to only the Permitted Exceptions (the "**Deed**"); a FIRPTA affidavit; a customary Seller's affidavit; an assignment and assumption of vendor and service contracts (to the extent Purchaser decides to assume any such contracts and they are not terminated), warranties and intangible property in form and substance reasonably required by Seller and Purchaser ("**Assignment and Assumption Agreement**"); assignment and assumptions of all leases; an "as is" Quit Claim bill of sale conveying the Personal Property to Seller; a bring down certificate reaffirming the representations made in Section 4 hereof; an IRS Form 1099-S; and a closing settlement statement reflecting the economic provisions of the Closing as provided in this Purchase Agreement, all in exchange for the payment of the Purchase Price by Purchaser.

On the Closing Date, Purchaser shall deliver to Seller and Title Company the funds required hereunder to satisfy the Purchase Price and as required under the closing statement agreed to among Seller, Purchaser and the Title Company, a customary form Buyer's Affidavit in form and substance reasonably required by the Title Company; the executed Assignment and Assumption Agreement; executed assignments and assumptions of all leases; evidence reasonably satisfactory to Seller and the Title Company that the signatory has the full right, power, and authority to sign on behalf of Purchaser, a closing statement pursuant to the terms

and conditions of this Agreement, and such other documents as may be reasonably required by the Title Company.

General real estate taxes applicable to the Property due and payable in the year of Closing shall be prorated between Seller and Purchaser on a daily basis with Seller paying those allocable to the period prior to the date of Closing and Purchaser being responsible for those allocable to the date of Closing and thereafter. Any real estate taxes due and payable in the years prior to Closing, including any deferred real estate taxes, penalties or interest shall be paid by Seller. Seller shall pay all special assessments levied against the Property in the year 2017 or prior years. Purchaser shall pay all special assessments pending or levied in the year 2018 or future years. Notwithstanding the foregoing, at the Closing, Seller shall pay all state or local transfer, conservation fees, or deed taxes in connection with the Deed to be delivered by Seller to Purchaser. Seller shall pay recording fees of instruments required to establish marketable title in Seller. Seller shall pay the cost for preparation of the Commitment. Purchaser shall pay recording charges in connection with the Deed, as well as the costs of any due diligence reports which Purchaser may have ordered regarding environmental conditions, soils conditions, building analysis test fit plan, or other aspects of the Property. Purchaser shall pay the cost of its title insurance premium and any policy endorsements it desires. Purchaser and Seller shall equally split any closing charges. Seller shall be responsible for satisfying, out of the Purchase Price or otherwise, all mortgages and liens against the Property as of Closing. Each party shall be responsible for its own legal counsel fees.

10. **OPERATION PRIOR TO CLOSING.** During the period from the date of Seller's acceptance of this Agreement through the Closing Date (the "**Executory Period**"), Seller shall operate and maintain the Property in the ordinary course of business in accordance with commercially reasonable business practices and standards, including but not limited to maintaining adequate liability insurance and insurance against loss by fire, windstorm, and other hazards, casualties, and contingencies, including vandalism and malicious mischief. Seller shall bear the risk of loss or damage caused by any perils through the Executory Period.
11. **AUTHORITY.** Each person executing this Agreement, by his or her execution hereof, represents and warrants that he or she is fully authorized to do so, and that no further action or consent on the part of the party for whom he or she is acting is required for the effectiveness and enforceability of this Agreement against such party following such execution.
12. **BROKER'S FEES.** Seller has engaged Eric King of Cushman & Wakefield as its broker in this transaction. Seller shall be responsible for paying its broker's fees. Seller and Purchaser hereby represent and warrant to the other party that, in connection with this transaction, no other third-party broker or finder has been engaged or consulted by it or through such party's actions (or claiming through such party) and is entitled to compensation as a consequence of this transaction. Seller and Purchaser agree to indemnify, defend, and hold the other party harmless against any and all claims of brokers, finders, or the like, and against the claims of all third parties, claiming any right to commission or compensation by or through acts of the indemnifying party or its partners, agents, or affiliates in connection with this Agreement. The indemnifying party's indemnity obligations shall include all damages, losses, costs, liabilities, and expenses, including reasonable attorneys' fees and litigation costs, which may be incurred by the other party.
13. **RELOCATION BENEFITS; INDEMNIFICATION.** Seller acknowledges that it is being displaced from the Property as a result of the transaction contemplated by this Agreement and that Seller may be eligible for relocation assistance and benefits and that the Purchase Price includes

compensation for any and all relocation assistance and benefits for which Seller may be eligible and Seller agrees to waive any and all further relocation assistance benefits. The provisions of this paragraph shall survive closing of the transaction contemplated by this Agreement.

14. **NOTICES.** Any notice or election herein required or permitted to be given or served by either party hereto upon the other shall be deemed given or served in accordance with the provisions of this Agreement, if personally served; sent via telephonic facsimile; delivered by nationally recognized overnight courier (Fed Ex, UPS, DHL, *etc.*); or if mailed by United States registered or certified mail, postage prepaid, properly addressed as follows:

If to Seller: Lake Elmo Associates LLP
3880 Laverne Avenue North
Lake Elmo, MN 55042
Attn: John Zignego

with a copy to: Cushman & Wakefield
3500 American Boulevard W, Suite 200
Minneapolis, MN 55431
Attn: Eric King, Senior Director – Brokerage Services

If to Purchaser: City of Lake Elmo
3800 Laverne Avenue North
Lake Elmo, MN 55042
Attn: City Administrator

with a copy to: Kennedy & Graven, Chartered
470 U.S. Bank Plaza
200 South Sixth Street
Minneapolis, MN 55402
Attn: Sarah J. Sonsalla

Each mailed notice or communication shall be deemed to have been given to, or served upon, the party to which it is addressed on the third date after the same is deposited in the United States registered or certified mail, if postage prepaid, properly addressed in the manner above provided, if sent by overnight mail it shall be deemed delivered the day after deposit with the overnight courier, or on the date of delivery if by other means as allowed above, and if by telephonic facsimile, with confirmation of successful transmission. The addresses to which notices are to be mailed to either party hereto may be changed by such party by giving written notice thereof to the other party in the manner above provided.

15. **DEFAULT.** In the event of a default by Seller hereunder, Purchaser may terminate this Purchase Agreement, and receive from Seller a return of all Earnest Money, or, bring an action to compel the specific performance of this Agreement in a court of law or equity. In the event of a default by Purchaser hereunder, Seller may terminate this Agreement by providing 30 days written notice as provided by Minnesota Statutes, and subsequent to such termination, retain the Earnest Money, and any interest accrued thereon, paid by Purchaser hereunder as its sole and exclusive remedy.
16. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which will, for all purposes, be deemed to be an original, and all of which are identical. This Agreement may further be evidenced by facsimile and email scanned signature pages.

17. **GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the state where the Property is located.
18. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the parties and there are no other covenants, agreements, promises, terms, provisions, conditions, undertakings, understandings either oral or written, between them concerning the Property. No subsequent alteration, amendment, change, deletion, or addition to this Agreement shall be binding upon any of the parties hereto unless in writing and signed by both the party against whom enforcement thereof is sought.
19. **FURTHER ASSURANCES.** Each party agrees that it will without further consideration execute and deliver such other documents and take such other action, whether prior or subsequent to Closing, as may be reasonably requested by the other party to consummate more effectively the purposes or subject matter of this Agreement.
20. **NO THIRD PARTY BENEFICIARIES.** The provisions of this Agreement and of the documents to be executed and delivered at Closing are and will be for the benefit of Seller and Purchaser only and are not for the benefit of any third party, and accordingly, no third party shall have the right to enforce the provisions of this Agreement or of the documents to be executed and delivered at Closing.
21. **SECTION 1031 EXCHANGE.** If either party desires to have this transaction constitute a like-kind exchange of properties utilizing the provisions of Section 1031 of the Internal Revenue Code of 1986, as amended, each party agrees to cooperate with the other party in order to effectuate and facilitate such an exchange, provided that: (a) the exchange does not delay the Closing under this Agreement, (b) the non-exchanging party does not incur any additional liability as a result of its cooperation, and (c) the non-exchanging party is not required to enter into any contract to purchase any other property, or take title to any property other than the Real Property. In particular, either party may assign its rights under this Agreement prior to Closing to a “**Qualified Intermediary**,” as that term is defined in applicable Treasury Regulations; and Purchaser will, upon request of Seller, pay the balance of the Purchase Price to the Qualified Intermediary designated by Seller.
22. **ASSIGNS.** This Agreement shall inure to the benefit of and be binding on the parties hereto and their respective legal representatives, successors, and permitted assigns. Purchaser may assign this Agreement to the Lake Elmo Economic Development Authority (the “**EDA**”) if Purchaser determines that the EDA is able to obtain more favorable financing. Purchaser shall obtain the prior written consent of Seller for any other assignment.
23. **SEVERABILITY.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
24. **RULE OF CONSTRUCTION.** The parties acknowledge that each party and its counsel has reviewed and revised this Agreement, and the parties hereby agree that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments or exhibits hereto.
25. **MISCELLANEOUS.** All times specified in this Agreement shall be of the essence of this Agreement. If any date set forth for the performance of any obligations by Seller or Purchaser or

for the delivery of any instrument or notice should be on a Saturday, Sunday or legal holiday, the compliance with such obligations or delivery shall be deemed acceptable on the next business day following such Saturday, Sunday or legal holiday. The term “legal holiday” means any state or federal holiday on which financial institutions or post offices are generally closed in the state of Minnesota.

26. **WAIVER**. The waiver by any party of a breach of any provision of this Agreement shall not be deemed a continuing waiver or a waiver of any subsequent breach whether of the same or another provision of this Agreement.

IN WITNESS WHEREOF, the parties have entered into and executed this Agreement the day and year first above written.

SELLER:

LAKE ELMO ASSOCIATES LLP

PURCHASER:

CITY OF LAKE ELMO

By: _____

Its: _____

Date: _____

By: _____

Mike Pearson

Its: Mayor

Date: _____

By: _____

Julie Johnson

Its: City Clerk

Date: _____

The undersigned agrees to act as Title Company and hold in trust the Earnest Money pursuant to the terms of this Agreement. Receipt of the Earnest Money of \$40,000.00 is hereby acknowledged.

ST. CROIX TITLE

By: _____

Its: _____

EXHIBIT A

Legal Description of the Land

The North 126.89 feet of Lot 1, Block 2, Brookman Addition, according to the plat thereof on file and of record in the office of the County Recorder, Washington County, Minnesota, lying easterly of the West 199.91 feet thereof.

(PIN: 13.029.21.22.0025)
(.58 acre parcel)

AND

The North 350.18 feet of Lot 1, Block 2, Brookman Addition, according to the plat thereof on file and of record in the office of the County Recorder, Washington County, Minnesota, except the West 199.91 feet of the North 126.89 feet of said Lot 1, Block 2, Brookman Addition; also except the North 126.89 feet of said Lot 1, Block 2, Brookman Addition, lying easterly of the West 199.91 feet thereof.

(PIN: 13.029.21.22.0026)
(2.06 acre parcel)



January 5, 2018

Kristina Handt
The City of Lake Elmo
3800 Laverne Avenue North
Lake Elmo, MN 55042

**Subject: Proposal for Property Condition and Phase I Environmental Site Assessment
City of Lake Elmo
3800 Laverne Avenue North
Lake Elmo, MN 55042**

Dear Ms. Handt,

Coastal Ecology Group, LLC (DBA CEG Assessments and henceforth referred to as CEG) is pleased to provide the City of Lake Elmo ("the Client") with the following proposal to provide a Property Condition Assessment (PCA) and Phase I Environmental Site Assessment for 3880 Laverne Ave North, Lake Elmo, MN ("the Project").

Project Information

Based on information provided by the Client, CEG understands the property consists of one parcel improved with an 18,000 SF building located at 3880 Laverne Ave North, Lake Elmo, MN.

Scope of Work- ESA

CEG will perform the ESA in general accordance with ASTM E1527-13 Standard Practice for Environmental Site Assessments: Phase I Site Assessment Process, consistent with a level of care and skill ordinarily practiced by the environmental consulting profession currently providing similar services under similar circumstances. The scope of work will include an evaluation of:

The Project history in an attempt to identify any possible ownership(s) and/or uses that would suggest an impact to the environmental integrity of the Project as identified through review of reasonably ascertainable standard historical sources.

Physical characteristics of the Project as identified through review of reasonably ascertainable topographic maps.

Current Project conditions (as applicable), including compliance with appropriate regulations as they pertain to the presence or absence of:

Facility storage tanks, drums, containers (above or below ground), etc.

Transformers and other electrical equipment which utilize fluid which may potentially contain polychlorinated biphenyls (PCBs)

The use of hazardous materials/chemicals and petroleum products, and/or the generation, treatment, storage, or disposal of hazardous, regulated, or medical wastes

An evaluation of information contained in programs such as the NPL, CERCLIS, SHWS, RCRIS, SWF, LUST, and other governmental information systems within specific search distances of the Project. This evaluation will be performed to identify any sites that may have the potential to impact the environmental integrity of the Project. The regulatory agency report provided is based on an evaluation of the data collected and compiled by a contracted data research company. The report is based on a radius search which focuses on both the Project and neighboring sites that may



impact the Project. Neighboring sites listed in governmental environmental records are identified within a specific search distance. The search distance varies depending upon the particular government record being checked. The search is designed to meet the requirements of ASTM Standard E 1527-13. The information provided is assumed to be correct and complete.

Visual observation of the Project and adjacent properties and review of readily available historical and regulatory information to identify the potential for known or suspected migration of hazardous substances or petroleum products in any form, including solid and liquid at the surface or subsurface, and vapor in the subsurface.

Note: This assessment is not intended to comply with E2600 Guide for Vapor Encroachment Screening on Property Involved in Real Estate Transactions.

In addition, at the Client's request, the assessment will include the following non-scope items:

A review of the physical characteristics of the Project as identified through review of reasonably ascertainable wetlands, floodplain, soils, geology, and groundwater data.

A screening approach for the potential existence of:

Asbestos, including the identification of all suspect materials in accessible areas (interior and exterior). These materials are considered suspect, until tested and proven otherwise. Friable materials are those that can be easily crumbled or pulverized by hand pressure. This screening approach is not a comprehensive (i.e., AHERA-Style) asbestos survey, nor is it intended to fulfill the NESHAP requirements for demolition/renovation purposes, but it is intended to identify the potential for an asbestos hazard in accessible areas. This screening is not intended to be used for demolition, abatement, renovation, or repair work. The basis for "suspect" determination is taken from the materials listed in Appendix G of the United States Environmental Protection Agency (USEPA) publication *Managing Asbestos in Place* (the "Green Book"). Therefore, all materials listed in the Green Book that were installed prior to 1981 are considered suspect with the exception of resilient floor tile, asbestos-cement board (transite), and roofing felt, which are considered suspect, regardless of installation date (these materials continue to be manufactured and installed in the United States). Sampling will not be performed as a part of this assessment.

Radon gas propensity, through the review of the USEPA's Map of Radon Zones for all properties. Sampling will not be performed as a part of this assessment.

Lead-based paint for all properties constructed prior to 1978. The basis for this determination is taken from the Lead Paint Poisoning Act passed by the Congress of the United States that banned the use of lead paint starting January 1, 1978. Therefore, all paint applied prior to 1978 is considered suspect. Sampling will not be performed as a part of this assessment.

Lead in water, based on information provided by the municipal water provider. Sampling will not be performed as a part of this assessment.

Mold, including the identification of visible mold growth, conditions conducive for mold growth, and evidence of moisture in accessible areas of the Project. In addition, CEG will interview Project personnel regarding any known or suspected mold contamination, water intrusion, or mildew like odor problems. Sampling will not be performed as a part of this assessment. CEG notes that this assessment does not constitute a comprehensive mold survey of the Project, and the conclusions made will be based solely on observable conditions in readily accessible interior areas of the Project on the assessment date.

Scope of Work- PCA

CEG will perform the PCA in general accordance with *ASTM E2018-15 Standard Guide for Property Condition Assessments: Baseline Property Condition Assessment Process*, consistent with a level of care and skill ordinarily practiced by the building science consulting profession currently providing similar services under similar circumstances. The scope of work will include:

- Reconnaissance of the Project to evaluate the general condition of the building and site improvements, review available construction documents relevant to in-place construction systems, life safety, mechanical, electrical, and plumbing systems, and the general built environment.



- Identification of items/systems representative of deferred maintenance and provide cost estimates based on observed conditions, maintenance history and industry standard useful life estimates.
- Review of documented capital improvements completed within the last five-year period and work currently contracted for, if applicable.
- Provide a full description of the Project with descriptions of in-place systems and commentary on observed conditions.
- Provide a *Limited Tier I Survey* of the Project's compliance to Title III of the Americans with Disabilities Act. This will not constitute a full ADA survey.
- Perform a limited assessment of accessible areas of the building(s) for the presence of mold, conditions conducive to mold growth, and/or evidence of moisture. Interviews with Project personnel regarding the presence of any known or suspected mold, elevated relative humidity, water intrusion, or mildew-like odors will similarly be performed. Potentially affected areas will be photographed. Sampling will not be considered in routine assessments.
- Review maintenance procedures with the in-place maintenance personnel.
- Observe a representative sample of the interior tenant spaces/units, including vacant spaces/units, in order to gain a clear understanding of the Project's overall condition. Other areas to be observed include the exterior of the Project, the roofs, interior common areas, and mechanical, electrical and elevator equipment rooms.
- Appropriate inquiries of municipal officials regarding the existence of pending unresolved building, zoning or fire code violations on file, and a determination of the current zoning category, flood plain zone, and seismic zone for the Project.
- Provide recommendations for additional studies, if required, with related budgetary information.

In addition, the assessment will include the following non-scope items:

- Project disclosure information is obtained from CEG's *Pre-survey Questionnaire* (copy included in the Appendices)
- Preparation of the *Modified Capital Reserves Schedule* based upon a 7 year reserve term
- Provide a statement on the Project's Remaining Useful Life
- Determination of Federal Emergency Management Agency (FEMA) Flood Plain Zone and geographic Uniform Building Code Seismic Zone

The following items are excluded from ASTM 2018-15, and are considered outside the scope of a PCA:

- Utilities: Operating conditions of any systems or accessing manholes or utility pits.
- Entering of crawl or confined space areas, determination of previous substructure flooding or water penetration unless easily visible or if such information is provided.
- Walking on pitched roofs, or any roof areas that appear to be unsafe, or roofs with no built-in access, or determining any roofing design criteria.
- Determining adequate pressure and flow rate, fixture-unit values and counts, or verifying pipe sizes and verifying the point of discharge for underground systems.



- Observation of flue connections, interiors of chimneys, flues or boiler stacks, or tenant-owned or maintained equipment.
- Evaluation of process related equipment or condition of tenant owned/maintained equipment.
- Removing of electrical panel covers, except if removed by building staff, EMF issues, electrical testing, or operating of any electrical devices. Process related equipment or tenant owned equipment.
- Examining of cables, sheaves, controllers, motors, inspection tags, or entering elevator/escalator pits or shafts.
- Determining NFPA hazard classifications, classifying, or testing fire rating of assemblies.
- Operating appliances or fixtures, determining or reporting STC (Sound Transmission Class) ratings, and flammability issues/regulations.
- Testing, measuring, or preparing calculations for any system or component to determine adequacy, or compliance with any standard.
- Removing or relocating materials, furniture, storage containers, personal effects, debris material or finishes; conducting exploratory probing or testing; dismantling or operating of equipment or appliances; or disturbing personal items or Project which obstructs access or visibility.
- Preparing engineering calculations (civil, structural, mechanical, electrical, etc.) to determine any system's, component's, or equipment's adequacy or compliance with any specific or commonly accepted design requirements or building codes, or preparing designs or specifications to remedy any physical deficiency.
- Taking measurements or quantities to establish or confirm any information or representations provided by the owner or user such as: size and dimensions of the subject Project or subject building, any legal encumbrances such as easements, dwelling unit count and mix, building Project line setbacks or elevations, number and size of parking spaces, etc.
- Reporting on the presence or absence of pests such as wood damaging organisms, rodents, or insects unless evidence of such presence is readily apparent during the course of the field observer's walk-through survey or such information is provided to the consultant by the owner, user, Project manager, etc. The consultant is not required to provide a suggested remedy for treatment or remediation, determine the extent of infestation, nor provide opinions of probable costs for treatment or remediation of any deterioration that may have resulted.
- Reporting on the condition of subterranean conditions such as underground utilities, separate sewage disposal systems, wells; systems that are either considered process-related or peculiar to a specific tenancy or use; waste water treatment plants; or items or systems that are not permanently installed.
- Entering or accessing any area of the premises deemed to pose a threat of dangerous or adverse conditions with respect to the field observer or to perform any procedure, which may damage or impair the physical integrity of the Project, any system, or component.
- Providing an opinion on the condition of any system or component, which is shutdown, or whose operation by the field observer may significantly increase the registered electrical demand-load.
- Evaluating acoustical or insulating characteristics of systems or components.
- Providing an opinion on matters regarding security of the subject Project and protection of its occupants or users from unauthorized access.
- Operating or witnessing the operation of lighting or other systems typically controlled by time clocks or that are normally operated by the building's operation staff or service companies.



- Providing an environmental assessment or opinion on the presence of any environmental issues such as asbestos, hazardous wastes, toxic materials, the location and presence of designated wetlands, IAQ, etc.

CEG is merely providing an opinion. The PCA may not be construed as either a warranty or guarantee of any of the following:

- Any system's or component's physical condition or use, nor is a PCA to be construed as substituting for any system's or equipment's warranty transfer inspection.
- Compliance with any federal, state, or local statute, ordinance, rule or regulation including, but not limited to, building codes, safety codes, environmental regulations, health codes or zoning ordinances or compliance with trade/design standards or the standards developed by the insurance industry. However, should there be any conspicuous material present violations observed or reported based upon actual knowledge of the field observer or the PCA reviewer, they should be identified in the PCA.
- Compliance of any material, equipment, or system with any certification or actuation rate program, vendor's or manufacturer's warranty provisions, or provisions established by any standards that are related to insurance industry acceptance/approval such as FM, State Board of Fire Underwriters, etc.

Fees, Schedule and Deliverable

CEG will perform the above scope of work based on a fee of \$3,300.00. This fee is considered lump-sum and will not be exceeded without prior authorization from the Client. CEG will prepare and furnish one electronic copy of a final report of investigation, which will include an executive summary and recommendations section in accordance with industry standards. Submittal of the final deliverable is anticipated within 15 business days of receipt of this executed proposal.

Client Responsibilities and Authorization

The proposed fee and schedule are based on Client responsibilities that include, but are not limited to, providing timely access to the entire Project, providing accurate Project location information, providing access to knowledgeable building maintenance and engineering staff, and providing available documentation.

CEG appreciates the opportunity to submit this proposal. If this proposal is deemed acceptable, please provide an executed copy of the attached Property Condition Services Assessment Agreement to the undersigned. Should you have any questions or require additional information, please do not hesitate to contact the undersigned at 866.557.6564 Ext. 140 or 480.652.5773.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "Robert A. Tootle", is written over a light blue horizontal line.

Robert A. Tootle
Director of National Sales
CEG Assessments, LLC

Attachments: Combo Services Assessment Agreement



SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this 5th day of January, 2018, by and between The City of Elmo Lake having offices at 3800 Laverne Avenue North, Lake Elmo, MN 55042, hereinafter referred to as the "CLIENT" and Coastal Ecology Group, LLC, hereinafter referred to as "CEG." CEG Assessments is a registered "doing business as" name of Coastal Ecology Group, LLC.

WHEREAS, the CLIENT desires to have certain services and/or tasks performed as set forth below requiring specialized skills and other supportive capabilities; and

WHEREAS, CEG represents that CEG is qualified and possesses sufficient skills and the necessary capabilities, including technical and professional expertise, where required, to perform the services and/or tasks set forth in this agreement.

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, the parties agree as follows:

1. **Scope of Services:** CEG shall perform such services and accomplish such tasks, including furnishing of all materials and equipment necessary for full performance thereof, as are identified and designated as CEG responsibilities throughout this agreement and incorporated herein as the "Project."
2. **Delivery Schedule:** CEG will provide a report within 15 business days of execution of this contract.
3. **Project Address:** CEG is conducting the Assessment on a property located at: 3880 Laverne Avenue North, Lake Elmo, MN 55042.
4. **"Project":** CEG agrees to provide the CLIENT with a Phase I Environmental Site Assessment performed to ASTM E1527-13 standards and Property Condition Assessment performed to ASTM 2018-08 standards.
5. **Limitation of Liability:** Client agrees to limit CEG's liability to the maximum value of this agreement.
6. **Report Format:** CEG will prepare and furnish one (1) electronic copy of each final report of investigation, which will include an executive summary and recommendations section in accordance with industry standards.
7. **Fees:** Costs are based on a per unit/site cost.
Number of Sites: One (1) Price Per Site: \$3,300.00 Project Total: \$3,300.00
8. **Payment:** CLIENT agrees and understands that payment is due upon receipt of report.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed the day and year first hereinabove written.

CLIENT:

CEG:

Date: _____

Date: _____