



STAFF REPORT

DATE: 5/7/2024

REGULAR

MOTION

TO: City Council
FROM: Sophia Jensen, City Planner
AGENDA ITEM: **Chavez Property Comprehensive Plan Amendment and Zoning Map Amendment**
REVIEWED BY: Nathan Fuerst, Bolton and Menk Planning Consultant
Jason Stopa, Community Development Director

BACKGROUND:

Joe and Joan Chavez (the “Applicants”) are looking to develop the property located at PID 14.029.21.24.0004 (the “Property”) as a single family detached residence. The property is 11.2 acres with only 1.21 acres above the Ordinary High-Water Level (OHWL). The Applicants would be receiving roughly 1,263 square feet (0.28 acres) of a Northstar 2nd Addition outlot for access. The site is heavily vegetated with steep slopes.

In order for the applicant to consolidate the existing lot and future outlot, the property will need to be zoned and guided the same. Therefore, the following entitlements are requested:

1. **Future Land Use Map amendment** - The parcel is currently guided Rural Area Development (RAD). The Applicants are looking to amend the land use guidance to Village Low Density Residential (V-LDR), consistent with the outlot they’ll received from the North Star 2nd Addition.
2. **MUSA boundary adjustment** - A MUSA boundary adjustment is also required for the City to serve the site with sanitary sewer as requested by the applicants.
3. **Rezoning** - The property is currently zoned Rural Residential (RR), which is intended to contain large lot parcels with private utilities. The applicants are requesting to amend the zoning district (rezone) to Village Low Density Residential (V-LDR). The applicants would be receiving utility and street access through a future addition of the Northstar 2nd Addition development. Village Low Density Residential requires density between 1.5-3 units/acre and requires City Sewer and Water services.

The comprehensive plan and zoning map amendments are the first step of a two-step process for the applicant to receive development rights and subsequently sell the property.

ISSUE BEFORE THE CITY COUNCIL:

The City Council is being asked to make a determination on the comprehensive plan amendment and zoning map amendment.

REQUEST DETAILS:

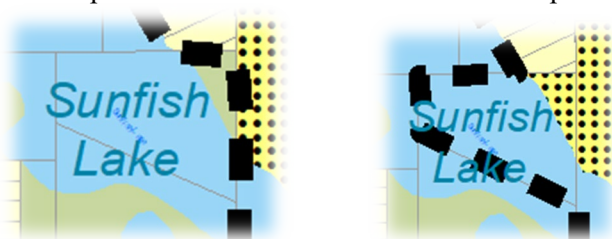
Applicant/Owner: Joe and Joan Chavez
Location: 14.029.21.24.0004
Request: Comprehensive Plan Amendment and Zoning Map Amendment
Site Area: 11.2 Acres

Existing Land Use: Vacant/Undeveloped
Zoning: Rural Residential (RR)
Comprehensive Plan: Rural Area Development (RAD)
Deadline for Action: Application Complete: 2/27/2024
 60 Day Deadline: 4/27/2024
 Extension Notice Sent: 2/29/2024
 120 Day Deadline: 6/26/2024
Regulations: Article XI Rural Districts
 Article XII Urban Districts
 Article V Zoning Administration
 Article XIX Shoreland Management Overlay District

PROPOSAL REVIEW AND ANALYSIS:

The decision to change or amend the Comprehensive Plan is a legislative matter for Council. Any change to the Comprehensive Plan should be based on the findings and criteria to show that the change would be consistent with the goals, policies, and intent of the City. If the City Council approves the Comprehensive Plan amendment the City will still need to submit the amendment request to Metropolitan Council and receive formal notice of approval prior to any official map changes.

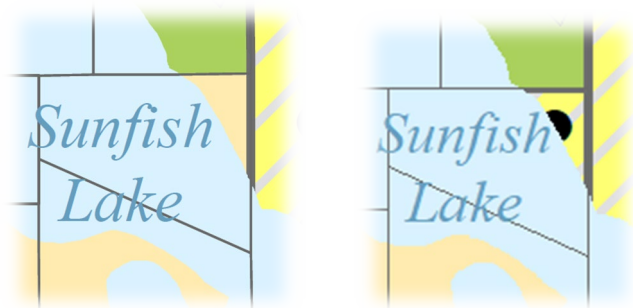
2040 Comprehensive Plan – Future Land Use Map



Existing FLU Map (RAD)

Proposed FLU Map (V-LDR)

City Zoning Map



Existing Zoning (RR)

Proposed Zoning (V-LDR)

Based on our 2040 Comprehensive Plan, if the site is re-guided and rezoned to Village Low Density Residential, the following conclusion can be made: Based on the minimum density of 1.5 units per acre, the City can expect to see at least 1 dwelling unit added. The total acres of land guided for V-LDR in the City will also increase from 256.3 acres to 267.5 acres.

The City's zoning map should be consistent and follow the City's Future Land Use map in the Comprehensive Plan. In order to be consistent with the proposed change from Rural Area Development (RAD) to Village Low Density Residential (V-LDR) and include the property in the MUSA Boundary in the Comprehensive Plan the City will need to process a zoning map amendment (rezoning) of the property from Rural Residential (RR) to Village Low Density Residential (V-LDR). The zoning map amendment will be contingent upon City Council and Metropolitan Council's approval of the Comprehensive Plan Amendment.

City Staff met with the sector representative from the Metropolitan Council. The sector representative has indicated this request would change the community designation to emerging suburban edge which would require Met Council action rather than an administrative approval.

Shoreland Variances Required

Staff has noted that due to the OHWL setback from Sunfish Lake and shoreland bluff protections, there is almost no buildable area on the property. If this project moves forward, the Applicants will need variances to shoreland and bluff standards. The applicant may have the opportunity to purchase additional property from the Northstar development since the 2nd addition has not yet been final platted. The outlot has already been amended once to relocate the driveway. This acquisition would increase buildable area and allow them to relocate the home further away from the bluff and reduce, or eliminate, the need for variances. If the applicant does not pursue the additional land acquisition and requests the variances, they likely will not meet all of the required variance criteria since the applicant is creating their own hardship. Staff is in support of the comprehensive plan amendment and zoning map amendment so the applicant can consolidate the parcels in the future but this approval does not constitute a buildable lot.

AGENCY REVIEW:

This request was distributed to several departments and agencies for review on March 15. The following departments provided comments:

- Fire Department Memo (3/7/2024) Provided comments regarding drive lanes, fire detection and suppression, building addressing, and gates/locks/access.
- City Engineer Memo (3/9/2024) Provided comments regarding impervious surface, water connection, grading, and stormwater. Engineering requested more detailed plans.
- Washington County Memo (3/14/2024) Noted that they do not oppose the comprehensive plan amendment request and provided notes regarding possible MPCA regulations if PFAS is detected.
- Valley Branch Watershed District – Did not have comments on this application but would want to review the future applications if this project moves forward.
- MN DNR – No Comments Provided.

Conditions of approval have been included to address agency review comments where applicable.

RECOMMENDED FINDINGS:

Below are the recommended findings for the comprehensive plan amendment and zoning map amendment:

1. The Comprehensive Plan Amendment is to change the future land use guidance of PID 14.029.21.24.0004 from Rural Area Development (RAD) to Village Mixed Use (V-LDR) and amend the plan to include this property within the MUSA boundary.
2. The Zoning Map amendment is to change the zoning of PID 14.029.21.24.0004 from Rural Residential (RR) to Village Low Density Residential (V-LDR).
3. The proposed amendments are consistent with the overall goals and objectives of the Lake Elmo 2040 Comprehensive Plan.
4. The proposed amendments are consistent and compatible with surrounding land uses.

RECOMMENDED CONDITION OF APPROVAL

Staff recommends the following condition of approval:

1. The zoning map amendment and comprehensive plan amendment shall not be effective until such time as the Metropolitan Council sends formal notice of approval to the City for the Comprehensive Plan Amendment.

PUBLIC HEARING NOTICE

A public hearing was sent to surrounding property owners on March 13th, 2024, and published in the local paper on March 15th, 2024. Below is a summary of the public comment received:

- Joe Chavez (Applicant) – 3505 Kelvin Ave – Provided a response memo to the variance paragraph of the staff report.
- James Gibbons and Jeanne Beaubien - 3681 Kelvin Ave – Provided comments in support of the requests.
- Dennis Milotzky - 4138 Kindred Way - Spoke at the public hearing inquiring about the black dashed (MUSA) boundary.

PLANNING COMMISSION

The Planning Commission reviewed these requests at their March 25th, 2024 meeting. The Commission voted to recommend approval of both requests (Vote 4-0).

FISCAL IMPACT

None.

RECOMMENDATION

Staff recommends the following motions:

“Move to adopt Ordinance 2024-10 approving the Comprehensive Plan Amendment for PID 14.029.21.24.0004 from Rural Area Development to Village Low Density Residential and amend the MUSA boundary based on the findings and subject to the conditions listed in the staff report.”

AND

“Move to adopt Resolution 2024-058 approving the zoning map amendment for PID 14.029.21.24.0004 from Rural Residential to Village Low Density Residential based on the findings and subject to the conditions listed in the staff report.”

AND

“Move to adopt summary of publication of Ordinance 2023-10 with approval of Resolution 2023-059”

ATTACHMENTS:

- Site Location
- Land Use Applications and Narratives
- Slope Analysis Survey
- 2040 Comprehensive Plan - Future Land Use Map
- City Zoning Map
- Fire Department Memo (3/7/2024)
- City Engineer Memo (3/9/2024)
- Washington County Memo (3/14/2024)
- Ordinance 2024-10
- Resolution 2024-058
- Resolution 2024-059

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

RESOLUTION NO. 2024-058

*RESOLUTION APPROVING AN AMENDMENT TO THE CITY OF LAKE ELMO
COMPREHENSIVE PLAN FUTURE LAND USE MAP TO REGUIDE PID 14.029.21.24.0004
FROM RURAL AREA DEVELOPMENT (RAD) TO VILLAGE LOW DENSITY RESIDENTIAL (V-
LDR)*

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

WHEREAS, the City of Lake Elmo has established a Comprehensive Plan that includes background data, policy statements, standards, and maps that help to guide the future physical, social, and economic development of the City; and

WHEREAS, The City of Lake Elmo (the “Applicant”) filed a complete request for a Comprehensive Plan Amendment for the nine parcels that comprise PID 14.029.21.24.0004 legally described in **Exhibit A** attached hereto (the “Property”); and

WHEREAS, the request for a Comprehensive Plan Amendment is to revise the future land use categories on the Property, reguiding from Rural Area Development (RAD) to Village Low Density Residential (V-LDR)

WHEREAS, the public notice was published, mailed and posted pursuant to the Lake Elmo Zoning Ordinance, Section 154.109, and MN State Statute 473.858; and

WHEREAS, the Lake Elmo Planning Commission held a public hearing about the proposed amendments on March 25th 2024; and

WHEREAS, the Lake Elmo Planning Commission has submitted its report and unanimous recommendation of approval to the City Council as part of a staff report dated May 7th 2024; and

WHEREAS, the City Council considered the said matters at its May 7th 2024, meeting and made the following findings of fact:

1. The Comprehensive Plan Amendment is to change the future land use guidance of PID 14.029.21.24.0004 from Rural Area Development (RAD) to Village Mixed Use (V-LDR) and amend the plan to include this property within the MUSA boundary.
2. The Zoning Map amendment is to change the zoning of PID 14.029.21.24.0004 from Rural Residential (RR) to Village Low Density Residential (V-LDR).
3. The proposed amendments are consistent with the overall goals and objectives of the Lake Elmo 2040 Comprehensive Plan.
4. The proposed amendments are consistent and compatible with surrounding land uses.

NOW, THEREFORE, BE IT RESOLVED THAT the Lake Elmo City Council, hereby authorizes and directs staff to submit a Comprehensive Plan amendment request consistent herewith to the Metropolitan Council for review and approval.

This resolution was adopted by the City Council of the City of Lake Elmo on this 7th day of May 2024.

Charles Cadenhead, Mayor

ATTEST:

Julie Johnson, City Clerk

Resolution 2024-058

Exhibit A

Property Identification Numbers (PIDs) and Acreage of Subject Property

13.029.21.23.0028	0.1 acre
13.029.21.32.0031 – 3510 Laverne Ave	0.4 acre
13.029.21.32.0028	0.1 acre
13.029.21.32.0029	0.1 acre
13.029.21.32.0030	0.1 acre
13.029.21.32.0092	>0.1 acre
13.029.21.32.0043	0.1 acre
13.029.21.32.0044 - 11200 Upper 33 rd St	0.1 acre
13.029.21.32.0045	0.2 acre

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

ORDINANCE NO. 2024-10

**AN ORDINANCE AMENDING CHAPTER 105 OF THE LAKE ELMO
CITY CODE OF ORDINANCES BY REZONING PID 14.029.21.24.0004
OWNED BY JOE AND JOAN CHAVEZ FROM RURAL RESIDENTIAL
(RR) TO VILLAGE LOW DENSITY RESIDENTIAL (V-LDR)**

SECTION 1. Zoning Map Amendment. The following property is hereby rezoned from RR, Rural Residential, to Village Low Density Residential, V-LDR. Legally described as:

Section 14 Township 029 Range 021 PT OF E1/2-NW1/4 DESC AS FOLL BEG: AT SE COR OF N 83 RODS OF SD E1/2 NW1/4 OF SEC 14 THN W ALONG S LINE OF SD N 83 RODS FOR 890FT THN S & PAR WITH E LINE OF SD E1/2-NW1/4 FOR 350FT THN SELY IN DIRECT LINE TO PT ON SD E LINE OF E1/2-NW1/4 SD PT BEING 750FT S OF PT OF

SECTION 2. Zoning Map. The zoning map of the City of Lake Elmo shall be republished in the ordinary course to show the aforesaid zoning, and in the interim the Clerk shall appropriately mark the zoning map on file in the Clerk's Office for the purpose of indicating the rezoning hereinabove provided for in this ordinance, and all of the notations, references, and other information shown thereon are hereby incorporated by reference and made a part of this ordinance.

SECTION 3. Effective Date. Approval of this ordinance is conditioned upon approval of a Comprehensive Plan Amendment to the Metropolitan Council and the receipt of formal notification from the Metropolitan Council that they have reviewed and approved the proposed amendment. Thereafter, this ordinance shall become effective immediately upon adoption and publication in the official newspaper of the City of Lake Elmo.

SECTION 4. Adoption Date. This Ordinance 2023-10 was adopted on this 7th day of May, 2024, by a vote of ___ Ayes and ___ Nays.

LAKE ELMO CITY COUNCIL

Charles Cadenhead, Mayor

ATTEST:

Julie Johnson, City Clerk

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

RESOLUTION NO. 2024-059

RESOLUTION AUTHORIZING SUMMARY PUBLICATION OF ORDINANCE 2024-10

WHEREAS, the Lake Elmo City Council has adopted Ordinance No. 2024-10, an ordinance that amends the City’s Zoning Code Chapter 105 of the Lake Elmo City Code by rezoning all property at PID 14.029.21.24.0004 from Rural Residential (RR) to Village Low Density Residential (V-LDR).

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. 2024-10 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. 2024-10, an ordinance that amends the Zoning Ordinance by rezoning PID 14.029.21.24.0004 from Rural Residential (RR) to Village Low Density Residential (V-LDR).

The full text of Ordinance 2024-10 is available for inspection at Lake Elmo City Offices during regular business hours.

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

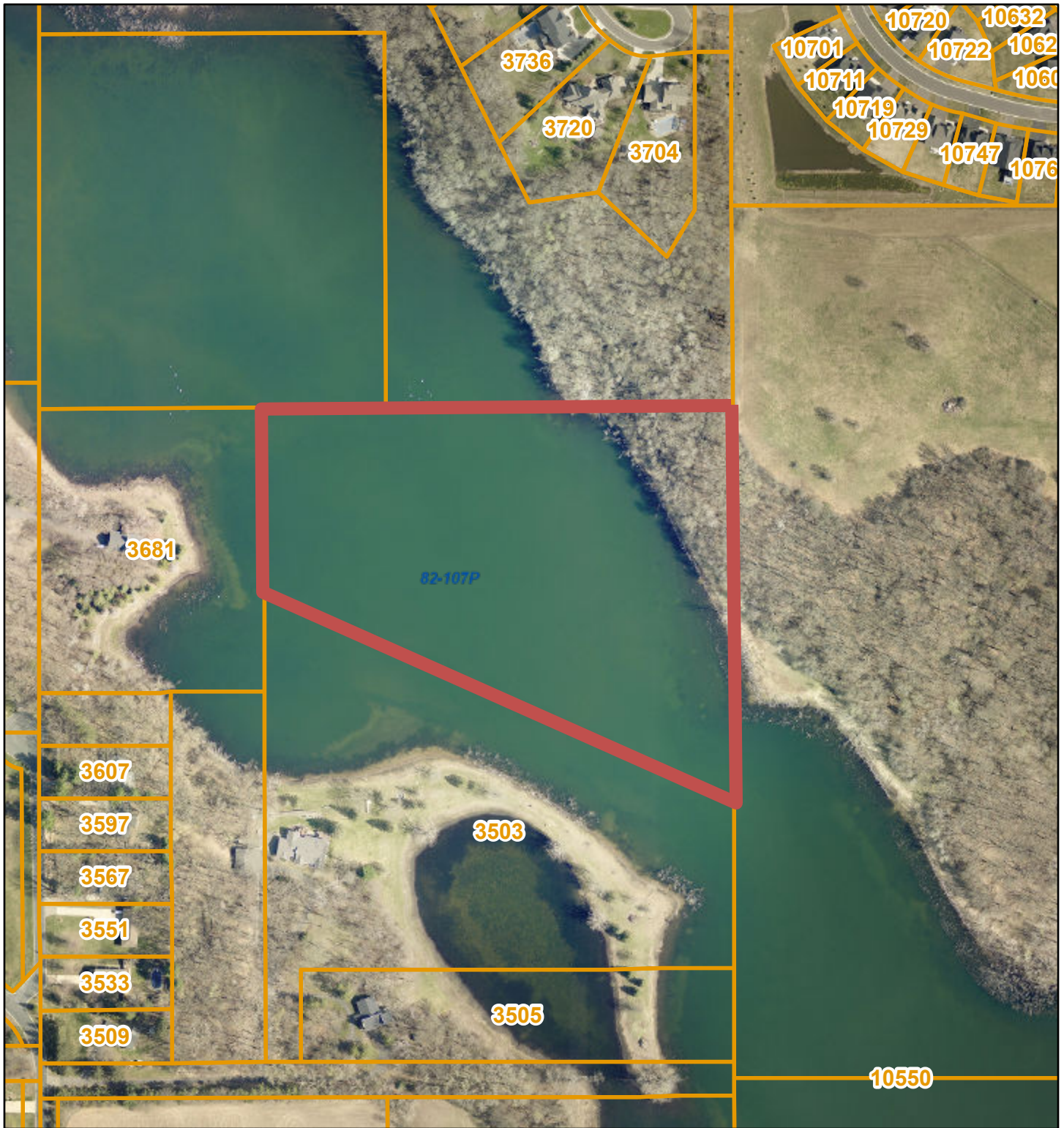
Dated: May 7th 2024

Charles Cadenhead, Mayor

ATTEST:

Julie Johnson, City Clerk

ArcGIS Web AppBuilder



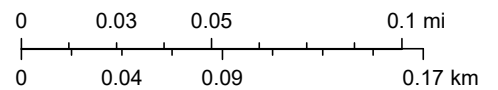
3/11/2024, 2:56:38 PM

1:4,514

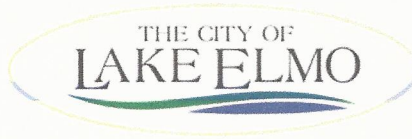
 Parcels

 Municipals

DNR Protected Waters ID



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



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

ZONING MAP AMENDMENT APPLICATION

Applicant: Jose & Joan Chavez
Address: 3505 Kelvin Avenue North, Lake Elmo, MN 55042
Phone # 612-801-6360
Email Address: jzchavez@hotmail.com

Fee Owner: Jose & Joan Chavez
Address: 3505 Kelvin Avenue North, Lake Elmo, MN 55042
Phone # 612-801-6360
Email Address: jzchavez@hotmail.com

Engineer: Daniel Thurmes
Address: 1970 Northwestern Avenue Suite 200, Stillwater, MN 55082
Phone # 651-275-8969
Email Address: dan@cssurvey.net

Property Location (Address): _____
Complete Legal Description: See attached Exhibit B

PID#: 14.029.21.24.0004

Detailed Reason for Request: See Exhibit A1-Zoning

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: Jose Chavez Joan Chavez Date: 2/26/24

Signature of fee owner: Jose Chavez Joan Chavez Date: 2/26/24

ZONING MAP AMENDMENT SUBMISSION REQUIREMENTS

In accordance with the provisions of Minnesota State Statutes, the City Council may change the zoning of parcels of land within the municipality. These changes in classification are for the purpose of meeting the land use needs of the residents of the City, in conformance with the City's Land Use Plan. Re-zonings may be initiated by the City Council or by application by the owner of the property. As outlined in LEC 105.12.280.

The application for a zoning map amendment shall include:

- a. Zoning Amendment Application Form completed and signed by Owner, or someone having legal interest in the property.
- b. Date of application.
- c. Name, address, telephone number, and, if available, fax and email address of the applicant as well as of the person, firm, corporation, or association.
- d. Parcel ID # and Legal description.
- e. Existing zoning and the zone you wish to change to, along with lot size.
- f. Conceptual site plan drawn to scale showing all affected parcels and a general concept for any proposed development of said parcels.
- g. General location of all buildings and their approximated dimensions and square footage.
- h. Approximate location of all curb cuts, driveways, access roads, parking areas, off-street loading areas, and sidewalks.
- i. Conceptual landscape plan indicating general planting areas for trees, shrubs, and lawns.
- j. Conceptual grading erosion control, and storm water management plan.
- k. Conceptual sewer and water utility plan for the development.
- l. Narrative indicating the types of uses or businesses that are contemplated for the development, number of employees, parking and traffic impacts, and other pertinent information about the proposed development
- m. Mailing labels with names and addresses of property owners within 350 feet. The city requires that this list be from a certified abstractor or from Washington County.
- n. Applicable fee listed on the Cities current fee schedule.
- o. Such other information as the City may require to ensure compliance with other applicable ordinances.
- p. An electronic copy of all documents.



**PARCEL SEARCH APPLICATION
PUBLIC WORKS DEPARTMENT
SURVEY DIVISION**

11660 Myeron Road North Stillwater, Minnesota 55082
PHONE (651) 430-4300 EMAIL Publicworks@co.washington.mn.us

Parcel Search File No:	Checks payable to WASHINGTON COUNTY	Payment Date:
		Payment Type:

REQUEST FOR SURROUNDING PROPERTY OWNERS AND ADDRESSES

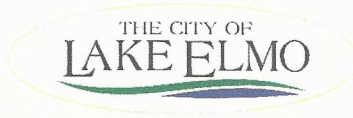
Applicant Name JOSE & JOAN CHAVEZ	Business (if applicable)	
Mailing Address – City, State and Zip 3505 Kelvin Avenue North, MN 55042		Phone (612) 801-6360
Email jzchavez@hotmail.com		Fax (if applicable)
List of owner names and addresses for parcels located within _____ feet of:		
Parcel Identification Number(s): 14.029.21.42.0002		
Property Owner (if different)	Physical Address (if different) – City and Zip if unassigned address	
Date needed: 03/01/2024	Delivery Method:	
# sets of mailing labels _____ <i>(no labels if emailed / faxed)</i>	<input type="checkbox"/> Pick up	<input type="checkbox"/> Email**
	<input checked="" type="checkbox"/> Mail*	<input type="checkbox"/> Fax**

Parcel Search Fees (to be completed by Survey Division – based upon results of search)

1st 25 parcels, including subject parcel (\$50.00)	\$ _____
Non-Radius / Labor per hour after first (\$93.00)	\$ _____
# of additional parcels _____ x \$.50	\$ _____
Sheet(s) of labels (up to 30/sheet) _____ x \$1.00	\$ _____
Extra set(s) of labels (\$1.00 per page)	\$ _____
<i>*Postage Fee \$2.00</i>	\$ _____
<i>**Email / Fax (no printed labels) \$2.00</i>	\$ _____
Amount due:	\$ _____

Total # of parcels _____
Total # of labels _____
Completion date _____
Service Rep _____

THIS INFORMATION WAS COMPILED FROM WASHINGTON COUNTY SURVEYOR MAPS AND COUNTY ASSESSOR DATA FILES.
THE SURVEYOR'S OFFICE IS NOT RESPONSIBLE FOR ANY INACCURACIES IN THE INFORMATION RELIED UPON IN THIS PARCEL SEARCH.



City of Lake Elmo
Escrow Agreement for Municipal Review Services
Deposit Agreement

THIS AGREEMENT is made this 26 day of February 2024, by the Applicant and Owner (hereinafter individually and collectively referred to as "Applicant") in favor of the City of Lake Elmo, a municipal corporation of Minnesota (hereinafter referred to as "City").

A. "Applicant" whose name and address is:

Jose & Joan Chavez
3505 Kelvin Avenue North
Lake Elmo, MN 55042

B. "Owner" whose name and address is:

Jose & Joan Chavez
3505 Kelvin Avenue North
Lake Elmo, MN 55042

RECITALS

WHEREAS, the Applicant has applied to the City for approval for one or more of the following: (Select All That Apply)

- Plat (Sketch, Preliminary, Final)
PUD/OP-PUD (Pre- Application, Preliminary, Final)
Vacation
Conditional Use Permit
Interim Use Permit
Comprehensive Plan Amendment
Variance
Minor Subdivision
EAW Review
Zoning Text or Map Amendment
Wind Generator
Wireless Communication Permit (co-location)

WHEREAS, the Applicant acknowledges the receipt of benefit to the property, from the City's technical and compliance review of the application; and

WHEREAS, under authority granted to it, including Minnesota Statutes Chapters 412 and 462, the City will process the application on the condition that the Applicant enter into this Deposit Agreement, which agreement defines certain duties and responsibilities of the Applicant, as well as the City; and the Applicant shall provide cash to the City in the amount satisfactory to the City; and provide security to the City for the payment of all review costs incurred by the City.

NOW THEREFORE, the City and Applicant agree as follows:

1. **Requirement.** The Applicant is required to make the necessary deposits prior to the process of municipal planning, public works, legal & engineering review commences.
2. **Review Process.** Applicant acknowledges and agrees that the City shall commence to review and process the review request checked above at such a time that this Agreement is executed by all parties and the cash required for the specific review is deposited and posted by the City's Finance Department. The City may provide a review completion schedule to the Applicant at the time of deposit. The City reserves the right to modify the schedule based on the completeness of the application, the need for additional information for review, or revisions to the application that may occur during the scheduled review.
3. **Use of Deposited Funds.** The City may draw upon the deposits to pay the costs it incurs in connection with reviewing the application. The City shall determine all of its costs, including both administrative and consulting services, at the rates charged by the City or its consultants, determined according to the City's adopted fee schedule. A copy of the current administrative and consulting rates is attached as Exhibit "A", which rates are subject to change by the City, without notice to the Applicant. Exhibit "A" should not be construed as an exhaustive list of consultants and Applicants shall be responsible for all other consulting fees related to the application. The City shall provide Applicant with the applicable rates for consultants used in the review prior to commencement. This Agreement does not pertain to ancillary charges incurred by reviewing of other governmental bodies, including but not limited to, Soil & Water Conservation Districts, Washington County Government, Water Shed, or any other unit of government that may, by right, have review authority.
4. **Conditions of Deposit.** The following stipulations and conditions shall apply to the deposit account for review services contemplated under this Agreement.
 - a. Payment shall be made to City consultants, included but not limited to legal and planning, in the amounts billed to the City, according to consulting rates in effect at the time of the execution of the agreement. Such consulting deemed necessary for the proper review of the application shall be at a usual and customary rate as it relates to the subject matter of the application for payment as determined by the City.
 - b. The City shall reimburse itself from deposit accounts for all costs and expense incurred by the City in connection with the implementation and enforcement of this Agreement. Reimbursement shall occur on a monthly basis and the City's Finance Department shall notify Applicant of the reimbursement via account reconciliation report.
 - c. The City shall not be responsible for paying any interest on the money deposited under the Agreement.
 - d. If in the discretion of both the City's Finance Department and the Community Development Department, there is deemed to be an inadequate balance in the deposit account to pay for all fees and costs incurred by the City, the City will notify the Applicant for the need for an additional deposit. The total of the additional deposit shall be calculated by City staff based on the amount of work yet to be completed in the review of the application. Applicant

agrees to make the additional deposit within (10) days of a receipt of such notice. For purposes hereof, receipt of notice shall be deemed made upon the depositing of the notice in the U.S. Mail, postage paid. In the event, the Applicant fails to make the additional deposit with (10) days of receipt of the notice, the City will terminate its review process and not re-commence until the appropriate deposit is made and posted by the City's Finance Department.

e. No applications will be processed or forwarded to the appropriate governing reviewing body by the City until all amounts due under this Agreement have been paid in full.

5. **Positive Balance in Escrow Accounts.** Upon the happening of any of the following events, the balance in the deposit account less outstanding fees shall be paid to the Applicant within (90) days of receipt by the City of a written request by the Applicant for payment: (1) completion of the development process; or (2) the application is withdrawn by the Applicant; (3) the applicant is denied by the City for any reason.
6. **Deposit Amounts.** The initial deposit amount contemplated for each the purposes described under the Agreement, which may be revised by the City from time to time, are set forth for Exhibit "B" attached hereto.
7. **Accounting.** If there has been activity in the account, the City will provide a monthly accounting of all expenses charged against the account or when requested by the Applicant. An accounting will also be provided when the City notices the need for an additional escrow deposit.
8. **Terms of Breach.** In the event of any terms of this Agreement are breached by the Applicant, including, but not limited to failure to make additional deposits when required by the City, the City may cease processing any application submitted by the Applicant or order the Applicant to cease any further development or progress under the terms of this Agreement, or both. Applicant indemnifies and holds the City harmless from any liability, claim, action or suit by or any obligation to the Applicant arising from or in connection with the City exercising or enforcing the terms and conditions of this Agreement or action on the Application. The Applicant shall pay all costs and expenses, including reasonable attorney fees and suit costs, incurred by the City arising from or in connection with the City any terms and conditions of this Agreement.
9. **Validity.** If any portion, section, subsection, sentence, clause, paragraph or phrase of this Agreement is for any reason held to be invalid, such invalidity shall not affect the validity of the remaining portion of this Agreement.
10. **Binding Agreement.** The parties mutually recognize and agree that all terms and conditions of this Agreement shall run with the land herein described and shall be binding upon the heirs, successors, administrators and assigns of the parties referenced in this Agreement.
11. **Amendments.** The terms of this Agreement shall not be amended without the written consent of the City and all parties hereto.

[Signature Page Follows]

IN WITNESS WHEREOF, we have hereunto set our hands and seals.

APPLICANT

OWNER:

Jose Chavez Joan Chavez
By: Jose & Joan Chavez
Its: _____

Jose Chavez Joan Chavez
By: Jose & Joan Chavez
Its: _____

By: _____
Its: _____

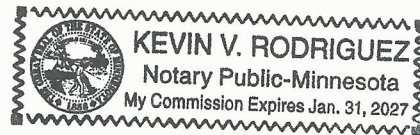
By: _____
Its: _____

STATE OF MINNESOTA)
) ss.
COUNTY OF WASHINGTON)

On this 26 day of February, 2024, before me a Notary Public within and for said County, personally appeared Juan S Chavez and Jose Z Chavez to me personally known, to be the person described in and who executed the foregoing instrument and acknowledged that he / she/ they executed that same as his / her / their free act and deed.

Kevin Rodriguez
Notary Public

STATE OF MINNESOTA)
) ss.
COUNTY OF WASHINGTON)



On this _____ day of _____, 20____, before me a Notary Public within and for said County, personally appeared _____ and _____ to me personally known, to be the person described in and who executed the foregoing instrument and acknowledged that he / she/ they executed that same as his / her / their free act and deed.

Notary Public

Exhibit A1 Zoning

Detailed Reason For Request
February 22, 2024

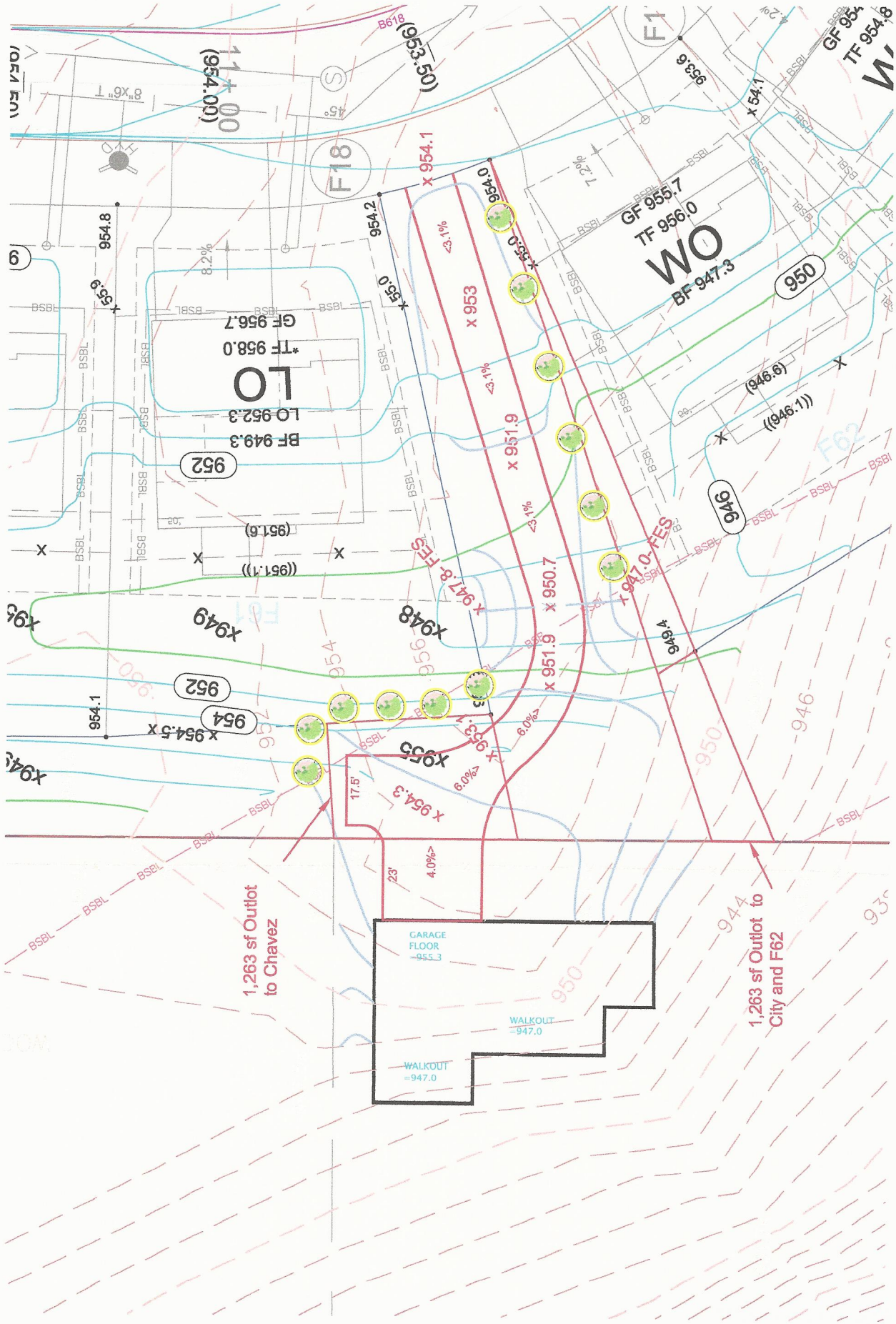
The primary reason we are requesting a rezoning from the current RR and Shoreland Overlay zoning to V-LDR and Shoreland Overlay zoning is to comply with the City of Lake Elmo's Land Use intended for single family detached housing development serviced by municipal sewer and water. In addition to rezoning the lot to V-LDR and Shoreland Overlay we will be able to move forward in subsequent steps to qualify as a buildable lot of record.

For many years the 11.24 acre parcel has been land locked and rendered unbuildable. After many attempts to gain access to our lot we finally have access as a result of the Northstar Phase II development plans. GWSA, the developer has established Outlot B in their plans to provide access to our parcel. The parcel (see attached GWSA survey) is situated between 2 GWSA lots. The proposed utilities will be accessible and easily stubbed based on current GWSA plans.

Exhibit B

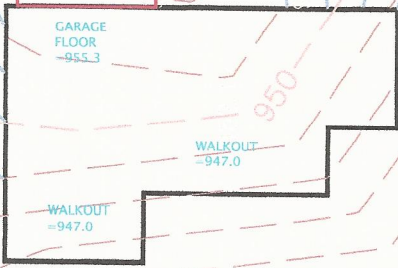
Property Description

Section 14 Township 029 Range 021 PT OF E1/2-NW1/4
DESC AS FOLL BEG:AT SE COR OF N 83 RODS OF SD
E1/2 NW1/4 OF SEC 14 THN W ALONG S LINE OF SD N 83
RODS FOR 890FT THN S & PAR WITH E LINE OF SD
E1/2-NW1/4 FOR 350FT THN SELY IN DIRECT LINE TO PT
ON SD E LINE OF E1/2-NW1/4 SD PT BEING 750FT S



1,263 sf Outlot
to Chavez

1,263 sf Outlot to
City and F62



117.00
(954.00)

GF 955.7
TF 956.0
BF 947.3

LO
GF 956.7
*TF 958.0
LO 952.3
BF 949.3

WO
GF 955.7
TF 956.0
BF 947.3

F18

950

952

946

954

954

X955

X956

X957

X958

X959

X960

X961

X962

X963

X964

X965

X966

X967

X968

X969

X970

X971

X972

X973

X974

X975

X976

X977

X978

X979

X980

X981

X982

X983

X984

X985

X986

X987

X988

X989

X990

X991

X992

X993

X994

X995

X996

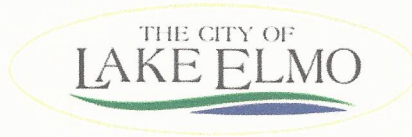
X997

X998

X999

X1000

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



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

COMPREHENSIVE PLAN AMENDMENT APPLICATION

Applicant: Jose and Joan Chavez
Address: 3505 Kelvin Avenue North
Phone # 612-801-6360
Email Address: 24

Fee Owner: 24
Address: 24
Phone # 612-801-6360
Email Address: izchavez@hotmail.com

Engineer: Daniel Thurmes
Address: 1970 Northwestern Avenue Suite 200. Stillwater. MN 55082
Phone # 651-275-8969
Email Address: dan@cssurvey.net

Property Location (Address): _____
Complete Legal Description: See attached Exhibit B

PID#: 14.029.21.24.0004

Detailed Reason for Request:
See attached Exhibit A

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: Jose Chavez Joan Chavez Date: 2/26/24

Signature of fee owner: Jose Chavez Joan Chavez Date: 2/26/24

COMPREHENSIVE PLAN AMENDMENT SUBMISSION REQUIREMENTS

In accordance with the provisions of Minnesota State Statutes and per Lake Elmo City Code Section 3.12.280 the City Council may amend the Comprehensive Plan. These amendments to the Comprehensive Plan are for the purpose of meeting the land use needs of the residents of the City, in conformance with the City's Land Use Plan. Comprehensive Plan Amendments may be initiated by the City Council, Planning Commission or by application by the owner of the property.

The application for a Comprehensive Plan Amendment shall include:

- a. Land Use Application Form completed and signed by Owner, or someone having legal interest in the property.
- b. Date of application.
- c. Name, address, telephone number, and, if available, fax and email address of the applicant as well as of the person, firm, corporation, or association.
- d. Parcel ID # and Legal description.
- e. Existing land use category you wish to change to.
- f. A narrative describing your reason for requesting the Comprehensive Plan amendment. Your description should include how you intend to use and/or benefit by the Comprehensive Plan Amendment.
- g. Mailing labels with names and addresses of property owners within 350 feet. The City requires that this list be from a certified abstractor or from Washington County.
- h. Applicable fee listed on the Cities current fee schedule.
- i. Such other information as the City may require to ensure compliance with other applicable ordinances.
- j. An electronic copy of all documents



**PARCEL SEARCH APPLICATION
PUBLIC WORKS DEPARTMENT
SURVEY DIVISION**

11660 Myeron Road North Stillwater, Minnesota 55082
PHONE (651) 430-4300 EMAIL Publicworks@co.washington.mn.us

Parcel Search File No: _____

Checks payable to **WASHINGTON COUNTY**

Payment Date: _____

Payment Type: _____

REQUEST FOR SURROUNDING PROPERTY OWNERS AND ADDRESSES

Applicant Name Jose & Joan Chavez	Business (if applicable)
Mailing Address – City, State and Zip 3505 Kelvin Avenue North, Lake Elmo, MN 55042	Phone (612) 801-6360
Email jzchavez@hotmail.com	Fax (if applicable)
List of owner names and addresses for parcels located within <u> 350 </u> feet of:	
Parcel Identification Number(s): 14.029.21.42.0002	
Property Owner (if different)	Physical Address (if different) – City and Zip if unassigned address
Date needed: <u> 03/01/2024 </u>	Delivery Method:
# sets of mailing labels _____ <i>(no labels if emailed / faxed)</i>	<input checked="" type="checkbox"/> Pick up _____ Email** <input type="checkbox"/> Mail* _____ Fax**

Parcel Search Fees (to be completed by Survey Division – based upon results of search)

1st 25 parcels, including subject parcel (\$50.00)	\$ _____
Non-Radius / Labor per hour after first (\$93.00)	\$ _____
# of additional parcels _____ x \$.50	\$ _____
Sheet(s) of labels (up to 30/sheet) _____ x \$1.00	\$ _____
Extra set(s) of labels (\$1.00 per page)	\$ _____
<i>*Postage Fee \$2.00</i>	\$ _____
<i>**Email / Fax (no printed labels) \$2.00</i>	\$ _____
Amount due:	\$ _____

Total # of parcels _____
 Total # of labels _____
 Completion date _____
 Service Rep _____

**THIS INFORMATION WAS COMPILED FROM WASHINGTON COUNTY SURVEYOR MAPS AND COUNTY ASSESSOR DATA FILES.
 THE SURVEYOR'S OFFICE IS NOT RESPONSIBLE FOR ANY INACCURACIES IN THE INFORMATION RELIED UPON IN THIS PARCEL SEARCH.**



City of Lake Elmo Escrow Agreement for Municipal Review Services Deposit Agreement

THIS AGREEMENT is made this 26 day of February 2024, by the Applicant and Owner (hereinafter individually and collectively referred to as "Applicant") in favor of the City of Lake Elmo, a municipal corporation of Minnesota (hereinafter referred to as "City").

A. "Applicant" whose name and address is:

Jose & Joan Chavez
3505 Kelvin Avenue North
Lake Elmo, MN 55042

B. "Owner" whose name and address is:

Jose & Joan Chavez
3505 Kelvin Avenue North
Lake Elmo, MN 55042

RECITALS

WHEREAS, the Applicant has applied to the City for approval for one or more of the following: (Select All That Apply)

- | | |
|--|--|
| <input type="checkbox"/> Plat (Sketch, Preliminary or Final) | <input type="checkbox"/> Variance |
| <input type="checkbox"/> PUD/OP-PUD (Pre-Applicaion, Preliminary or Final) | <input type="checkbox"/> Minor Subdivision |
| <input type="checkbox"/> Vacation | <input type="checkbox"/> EAW Review |
| <input type="checkbox"/> Conditional Use Permit | <input type="checkbox"/> Zoning Text or Map Amendment |
| <input type="checkbox"/> Interim Use Permit | <input type="checkbox"/> Wind Generator |
| <input checked="" type="checkbox"/> Comprehensive Plan Amendment | <input type="checkbox"/> Wireless Communication Permit (co-location) |

WHEREAS, the Applicant acknowledges the receipt of benefit to the property, from the City's technical and compliance review of the application; and

WHEREAS, under authority granted to it, including Minnesota Statutes Chapters 412 and 462, the City will process the application on the condition that the Applicant enter into this Deposit Agreement, which agreement defines certain duties and responsibilities of the Applicant, as well as the City; and the Applicant shall provide cash to the City in the amount satisfactory to the City; and provide security to the City for the payment of all review costs incurred by the City.

NOW THEREFORE, the City and Applicant agree as follows:

1. **Requirement.** The Applicant is required to make the necessary deposits prior to the process of municipal planning, public works, legal & engineering review commences.
2. **Review Process.** Applicant acknowledges and agrees that the City shall commence to review and process the review request checked above at such a time that this Agreement is executed by all parties and the cash required for the specific review is deposited and posted by the City's Finance Department. The City may provide a review completion schedule to the Applicant at the time of deposit. The City reserves the right to modify the schedule based on the completeness of the application, the need for additional information for review, or revisions to the application that may occur during the scheduled review.
3. **Use of Deposited Funds.** The City may draw upon the deposits to pay the costs it incurs in connection with reviewing the application. The City shall determine all of its costs, including both administrative and consulting services, at the rates charged by the City or its consultants, determined according to the City's adopted fee schedule. A copy of the current administrative and consulting rates is attached as Exhibit "A", which rates are subject to change by the City, without notice to the Applicant. Exhibit "A" should not be construed as an exhaustive list of consultants and Applicants shall be responsible for all other consulting fees related to the application. The City shall provide Applicant with the applicable rates for consultants used in the review prior to commencement. This Agreement does not pertain to ancillary charges incurred by reviewing of other governmental bodies, including but not limited to, Soil & Water Conservation Districts, Washington County Government, Water Shed, or any other unit of government that may, by right, have review authority.
4. **Conditions of Deposit.** The following stipulations and conditions shall apply to the deposit account for review services contemplated under this Agreement.
 - a. Payment shall be made to City consultants, included but not limited to legal and planning, in the amounts billed to the City, according to consulting rates in effect at the time of the execution of the agreement. Such consulting deemed necessary for the proper review of the application shall be at a usual and customary rate as it relates to the subject matter of the application for payment as determined by the City.
 - b. The City shall reimburse itself from deposit accounts for all costs and expense incurred by the City in connection with the implementation and enforcement of this Agreement. Reimbursement shall occur on a monthly basis and the City's Finance Department shall notify Applicant of the reimbursement via account reconciliation report.
 - c. The City shall not be responsible for paying any interest on the money deposited under the Agreement.
 - d. If in the discretion of both the City's Finance Department and the Community Development Department, there is deemed to be an inadequate balance in the deposit account to pay for all fees and costs incurred by the City, the City will notify the Applicant for the need for an additional deposit. The total of the additional deposit shall be calculated by City staff based on the amount of work yet to be completed in the review of the application. Applicant

agrees to make the additional deposit within (10) days of a receipt of such notice. For purposes hereof, receipt of notice shall be deemed made upon the depositing of the notice in the U.S. Mail, postage paid. In the event, the Applicant fails to make the additional deposit with (10) days of receipt of the notice, the City will terminate its review process and not re-commence until the appropriate deposit is made and posted by the City's Finance Department.

e. No applications will be processed or forwarded to the appropriate governing reviewing body by the City until all amounts due under this Agreement have been paid in full.

5. **Positive Balance in Escrow Accounts.** Upon the happening of any of the following events, the balance in the deposit account less outstanding fees shall be paid to the Applicant within (90) days of receipt by the City of a written request by the Applicant for payment: (1) completion of the development process; or (2) the application is withdrawn by the Applicant; (3) the applicant is denied by the City for any reason.
6. **Deposit Amounts.** The initial deposit amount contemplated for each the purposes described under the Agreement, which may be revised by the City from time to time, are set forth for Exhibit "B" attached hereto.
7. **Accounting.** If there has been activity in the account, the City will provide a monthly accounting of all expenses charged against the account or when requested by the Applicant. An accounting will also be provided when the City notices the need for an additional escrow deposit.
8. **Terms of Breach.** In the event of any terms of this Agreement are breached by the Applicant, including, but not limited to failure to make additional deposits when required by the City, the City may cease processing any application submitted by the Applicant or order the Applicant to cease any further development or progress under the terms of this Agreement, or both. Applicant indemnifies and holds the City harmless from any liability, claim, action or suit by or any obligation to the Applicant arising from or in connection with the City exercising or enforcing the terms and conditions of this Agreement or action on the Application. The Applicant shall pay all costs and expenses, including reasonable attorney fees and suit costs, incurred by the City arising from or in connection with the City any terms and conditions of this Agreement.
9. **Validity.** If any portion, section, subsection, sentence, clause, paragraph or phrase of this Agreement is for any reason held to be invalid, such invalidity shall not affect the validity of the remaining portion of this Agreement.
10. **Binding Agreement.** The parties mutually recognize and agree that all terms and conditions of this Agreement shall run with the land herein described and shall be binding upon the heirs, successors, administrators and assigns of the parties referenced in this Agreement.
11. **Amendments.** The terms of this Agreement shall not be amended without the written consent of the City and all parties hereto.

[Signature Page Follows]

IN WITNESS WHEREOF, we have hereunto set our hands and seals.

APPLICANT

OWNER:

Jose Chavez Joan Chavez
By: Jose & Joan Chavez
Its: _____

Jose Chavez Joan Chavez
By: Jose & Joan Chavez
Its: _____

By: _____
Its: _____

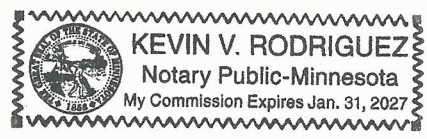
By: _____
Its: _____

STATE OF MINNESOTA)
) ss.
COUNTY OF WASHINGTON)

On this 26 day of February, 2024, before me a Notary Public within and for said County, personally appeared Joan S chavez and Jose 2 chavez to me personally known, to be the person described in and who executed the foregoing instrument and acknowledged that he / she/ they executed that same as his / her / their free act and deed.

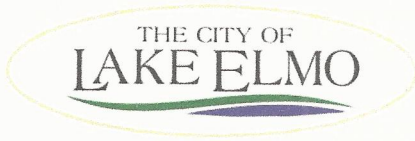
Kevin Rodriguez
Notary Public

STATE OF MINNESOTA)
) ss.
COUNTY OF WASHINGTON)



On this _____ day of _____, 2024, before me a Notary Public within and for said County, personally appeared _____ and _____ to me personally known, to be the person described in and who executed the foregoing instrument and acknowledged that he / she/ they executed that same as his / her / their free act and deed.

Notary Public



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

ACKNOWLEDGEMENT OF RESPONSIBILITY

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

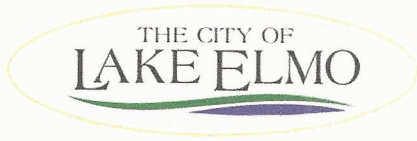
I have read and understand the instructions supplied for processing this application. The documents and/or information I have submitted are true and correct to the best of my knowledge. I will keep myself informed of the deadlines for submission of material and of the progress of this application.

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

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

Signature of applicant Jose Chavez Joan Chavez Date 2/26/24
Name of applicant Jose & Joan Chavez Phone 612-801-6360
(Please Print)

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



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

AFFIRMATION OF SUFFICIENT INTEREST

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

Name of applicant **Jose & Joan Chavez**

(Please Print)

Street address/legal description of subject property _____

see attached Exhibit B

Jose Chavez *Joan Chavez*
Signature

2/26/24
Date

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

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

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

Exhibit A

Detailed Reason For Request February 23, 2024

The primary reason we are requesting a Comprehensive Plan Amendment to MUSA is because our 11.24 acre parcel for some unknown reason was excluded. We are requesting MUSA reguidence from RAD to VLDR. Over the years we have had several discussions with City officials to determine how and why our parcel was excluded but unfortunately, the City was unable to determine a reason for exclusion.

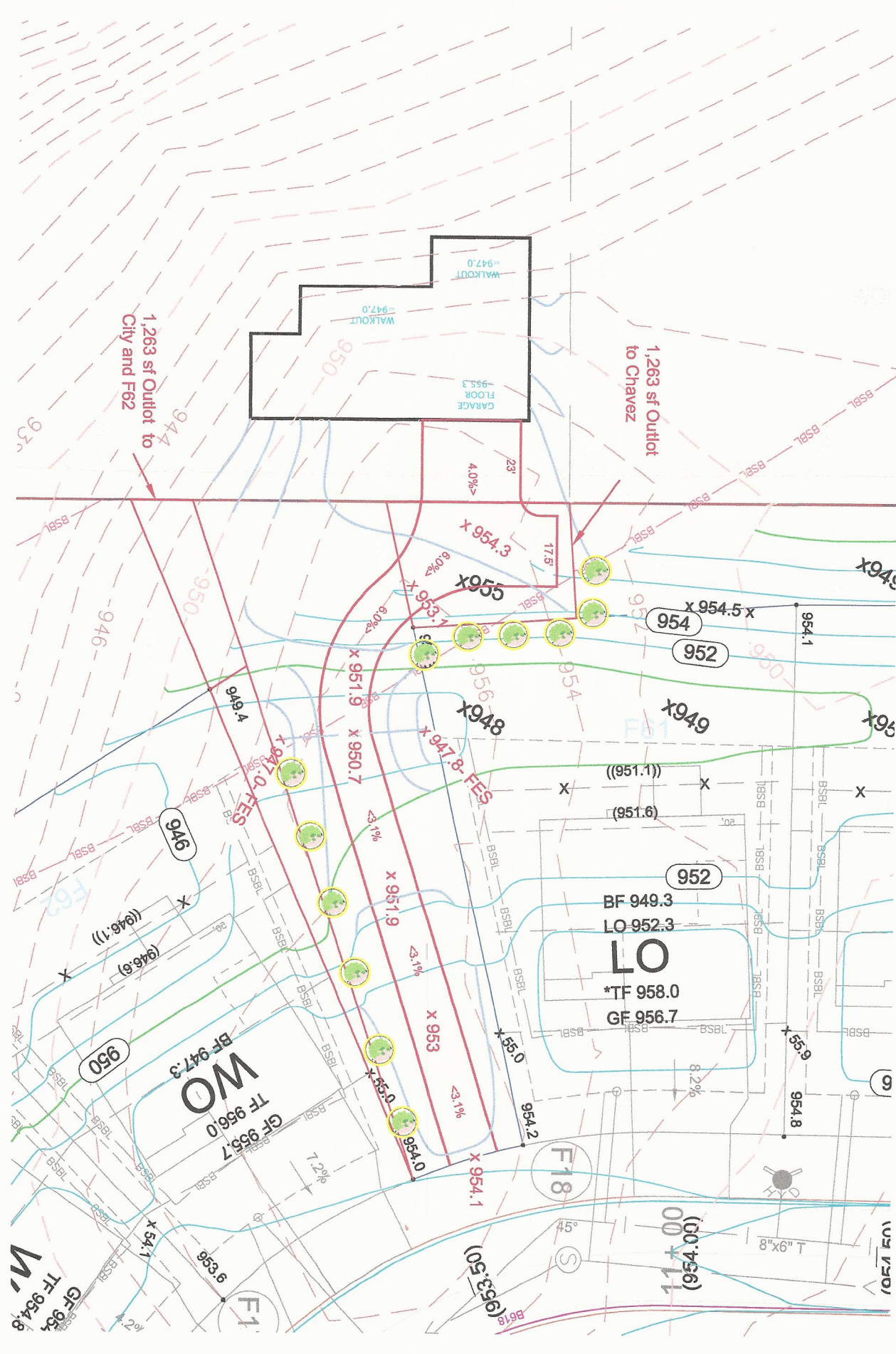
For many years our 11.24 acre parcel has been land locked and rendered unbuildable. After many attempts to gain access to our lot we finally have access as a result of the Northstar Phase II development plans. GWSA, the developer has established Outlot B in their plans to provide access to our parcel. The parcel (see attached GWSA survey) is situated between 2 GWSA lots. The proposed utilities will be accessible and easily stubbed based on current GWSA plans.

We strongly believe that our parcel should be placed in the MUSA and reguidence from RAD to V-LDR (Village Low Density Residential). Our intent is to develop the parcel as a single family residence that conforms to Lake Elmo's land use intended for single family detached housing development serviced by municipal sewer and water.

Exhibit B

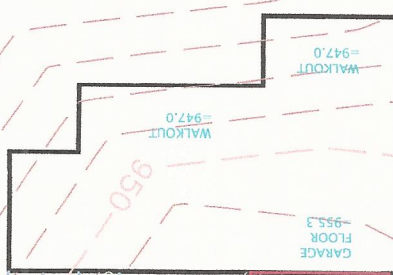
Property Description

Section 14 Township 029 Range 021 PT OF E1/2-NW1/4
DESC AS FOLL BEG:AT SE COR OF N 83 RODS OF SD
E1/2 NW1/4 OF SEC 14 THN W ALONG S LINE OF SD N 83
RODS FOR 890FT THN S & PAR WITH E LINE OF SD
E1/2-NW1/4 FOR 350FT THN SELY IN DIRECT LINE TO PT
ON SD E LINE OF E1/2-NW1/4 SD PT BEING 750FT S



1,263 sf Outlot to City and F62

1,263 sf Outlot to Chavez



GF 954.8
TF 954.8
W

WO
 GF 955.7
 TF 956.0
 BF 947.3

F18

BF 949.3
 LO 952.3
 LO
 *TF 958.0
 GF 956.7

(00.456)
 11.00

(05.356)
 B618

8" x 6" T

(03.150)

CHAVEZ PARCEL

CONTACT:
 JOE CHAVEZ
 3505 KELVIN AVE. N.
 LAKE ELMO, MN 55072
 Phone: 612-801-6360
 JZCHAVEZ@HOTMAIL.COM

COUNTY/CITY:
WASHINGTON COUNTY
CITY OF LAKE ELMO

REVISIONS:

DATE	REVISION
9-25-17	INITIAL ISSUE
10-9-17	AREAS
10-25-23	REVISED

CERTIFICATION:

I hereby certify that this plan 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.

Dan J. Turmes
 Dan J. Turmes Registration Number: 25718
 Date: 9-25-17

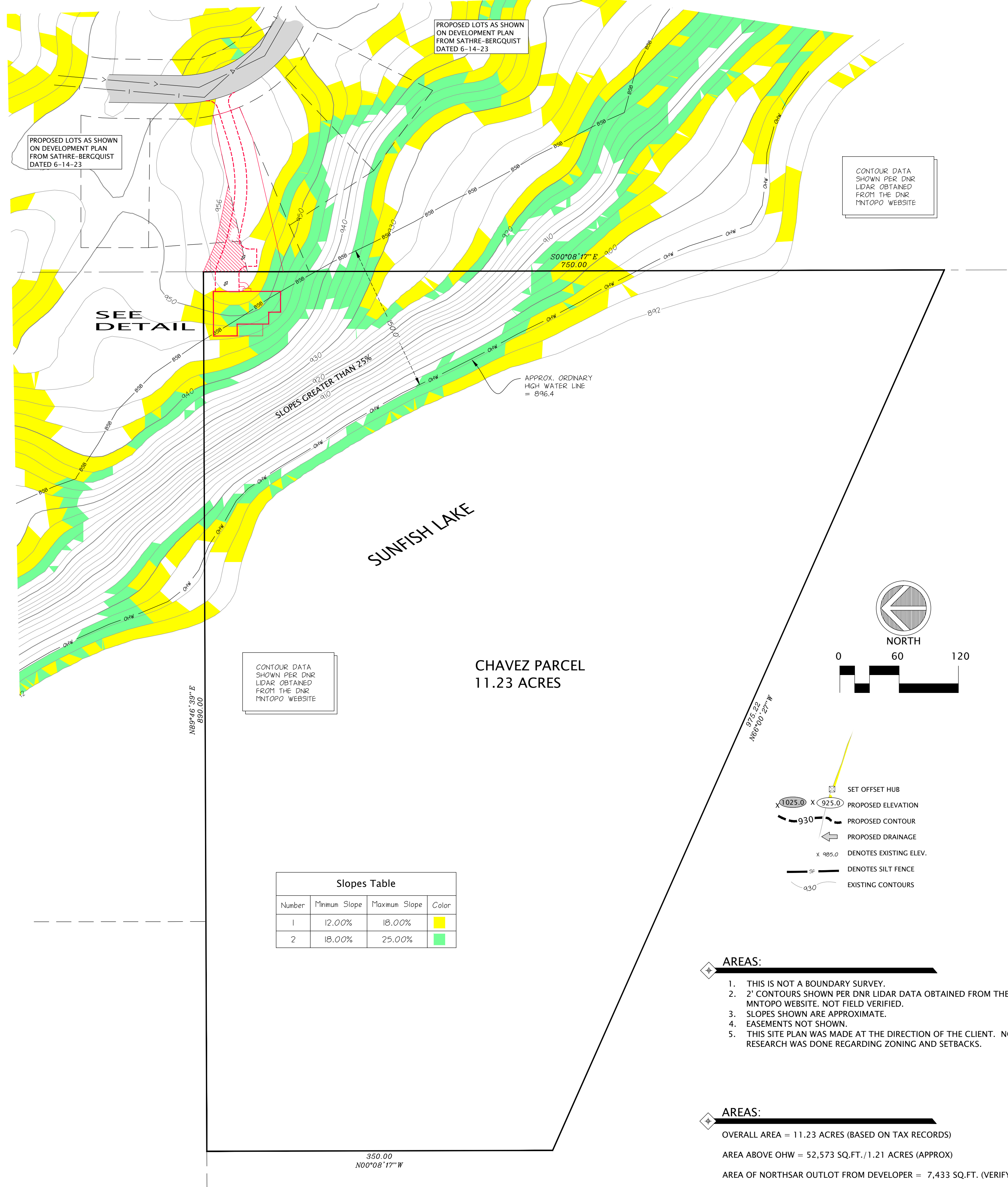
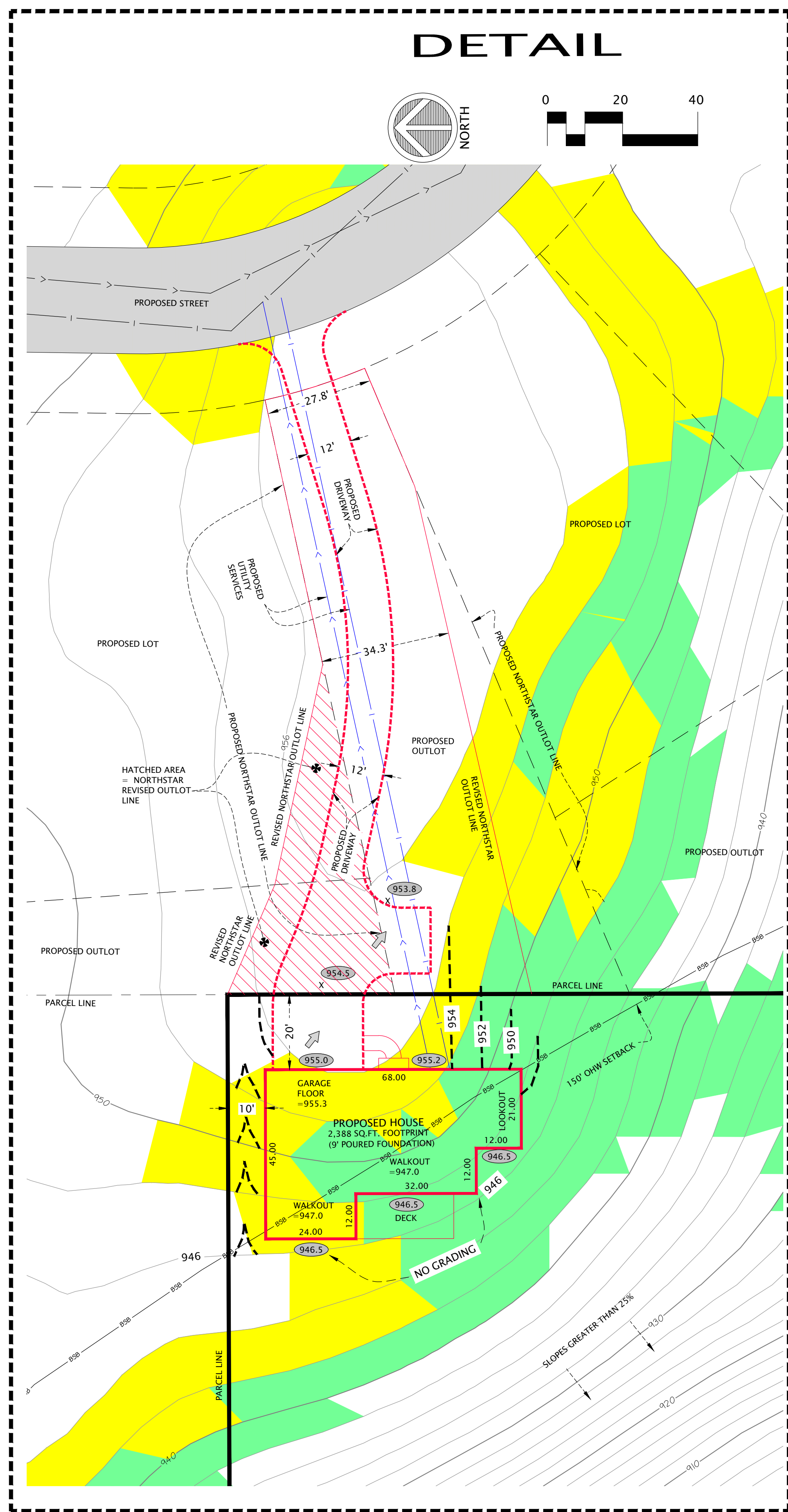
PROJECT LOCATION:
PID# 1402921240004

Suite #1
 6750 Stillwater Blvd. N.
 Stillwater, MN 55082
 Phone 651.275.8969
 Fax 651.275.8976
 dan@
 cssurvey
 .net

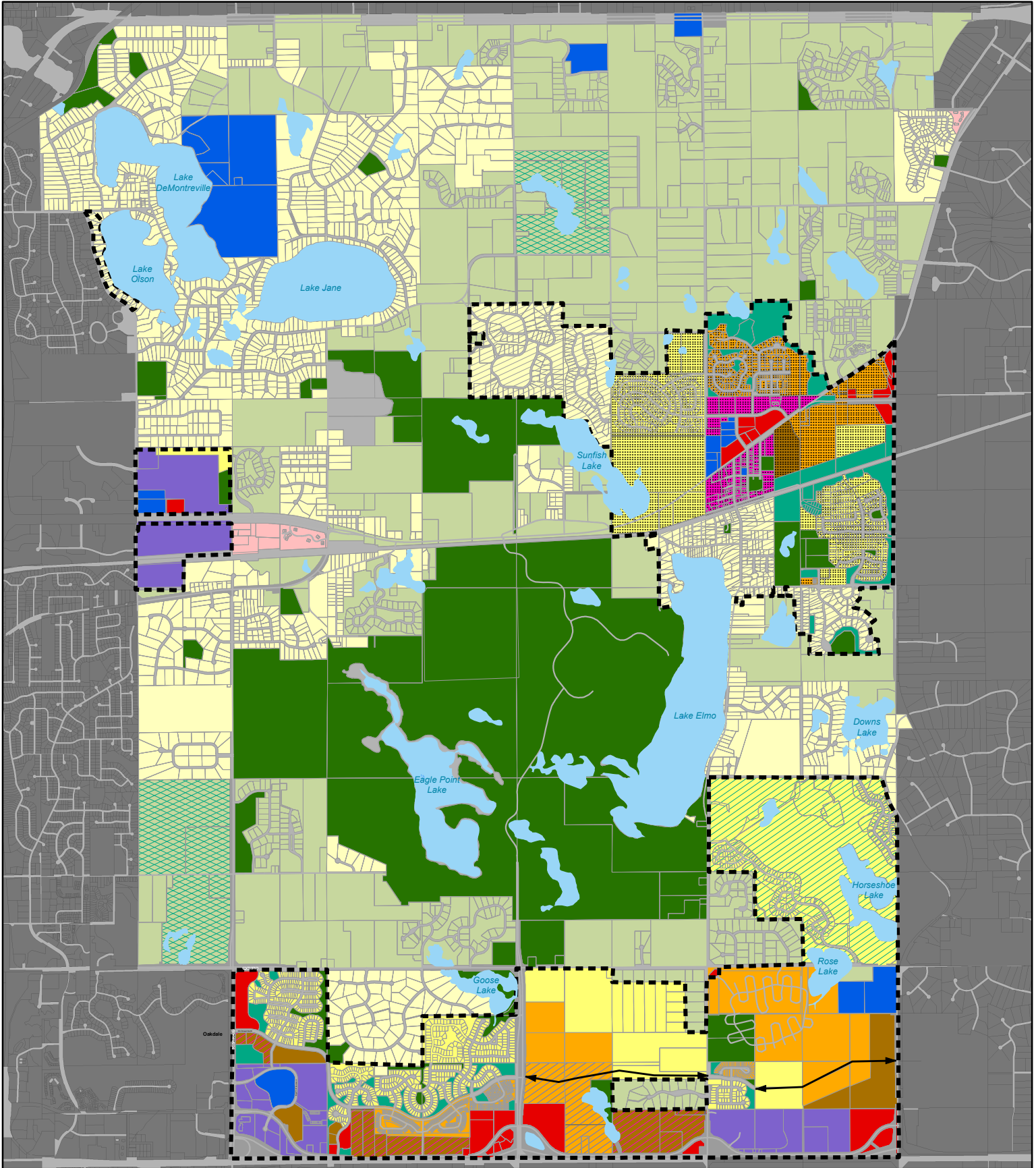
CORNERSTONE LAND SURVEYING, INC.

FILE NAME SURVZZ472
 PROJECT NO. Z217472

SITE PLAN



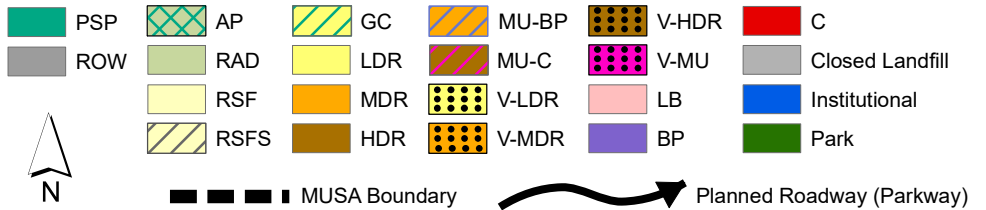
Future Land Use Map



2040 Future Land Use

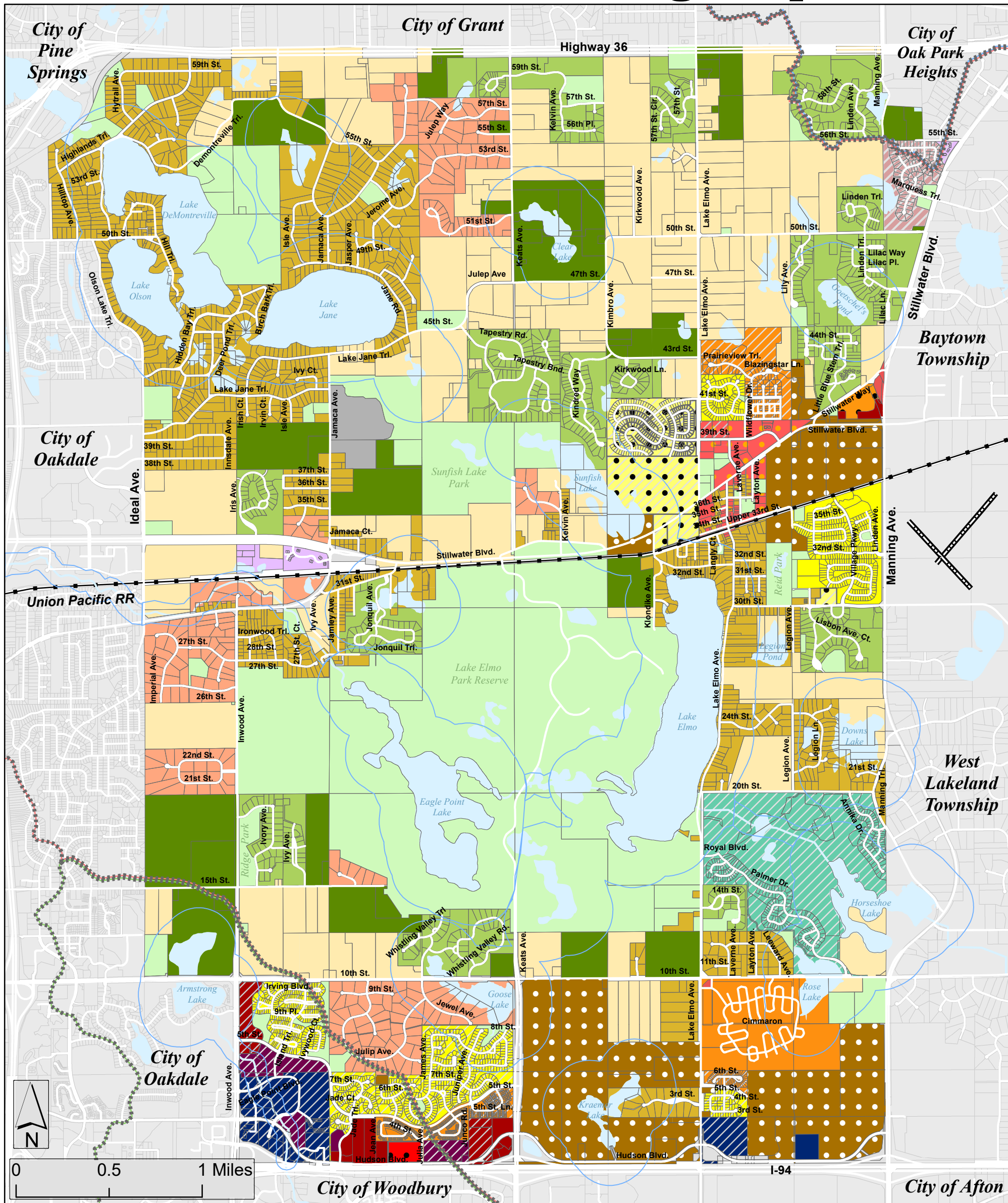
0 1800 3600 5400 7200 Ft

Map Date: Jan 2024
































Lake Elmo Zoning Map

Data Source: Washington County
Map Created By: Planning Dept.
Map Updated: Jan 2024



Zoning Districts

- | | | |
|--|--|---|
|  LDR - Low Density Residential |  LC - Limited Commercial |  A - Agricultural |
|  MDR - Medium Density Residential |  C - Commercial |  PF - Public Facilities |
|  HDR - High Density Residential |  CC - Convenience Commercial |  Water Body |
|  R2 - One & Two-Family Residential |  BP - Business Park |  Closed Landfill |
|  RS - Rural Single Family |  MU-BP - Mixed-Use Business Park |  Browns Creek |
|  RE - Residential Estate |  MU-C - Mixed-Use Commercial |  South Washington |
|  RR - Rural Residential |  V-MX - Village Mixed Use |  Valley Branch |
|  RT - Rural Transitional |  V-LDR - Village Low Density Residential |  Shoreland Overlay District |
|  OP - Open Space |  V-MDR - Village Medium Density Residential |  Hatching Represents Planned Unit Developments (PUD) |
|  GCC - Golf Course Community |  V-HDR - Village High Density Residential | |

From: [Joe Chavez](#)
To: [Sophia Jensen](#)
Subject: Re: Chavez Property Planning Commission Response
Date: Thursday, March 21, 2024 2:53:30 PM

Caution: This email originated outside our organization; please use caution.

Sophia, thank you for your reply. Please add my letter and the attachments as public comment for the meeting. I welcome the opportunity for the Commission to review the documents. I will be attending the meeting to answer any questions regarding my documents the Commission or the City may have.

Regards,

Joe

From: Sophia Jensen <SJensen@lakeelmo.org>
Sent: Thursday, March 21, 2024 2:17 PM
To: Joe Chavez <jzchavez@hotmail.com>
Subject: RE: Chavez Property Planning Commission Response

Joe,

The documents have been received. Would you like me to add this as public comment for meeting on Monday? If so, the Commission and public would be able to review the documents.

Thank you,

Sophia Jensen

City Planner

3880 Laverne Ave N | Lake Elmo MN 55042

651-747-3911 | www.lakeelmo.org



From: Joe Chavez <jzchavez@hotmail.com>
Sent: Thursday, March 21, 2024 1:28 PM
To: Sophia Jensen <SJensen@lakeelmo.org>
Subject: Chavez Property Planning Commission Response

Caution: This email originated outside our organization; please use caution.

Sophia, I have attached my response regarding the submission of the "Chavez Property Comprehensive Plan Amendment and Zoning Map Amendment" Planning Commission Packet.

I will be we looking forward to your response.

Regards,

Joe

Date: March 21, 2024
To: Sophia Jensen
Lake Elmo City Planner
FROM: Joe and Joan Chavez
3505 Kelvin Avenue North
Lake Elmo, MN 55042

Regarding: Chavez Property Comprehensive Plan Amendment and Zoning Map Amendment

Sophia, thank you for the staff report that will be going to the Planning Commission on March 25 for a recommendation. I have reviewed your staff report and I wanted to share some information that you may not be aware of that is pertinent to your language regarding the Shoreland Variances Required paragraph.

I. The Lot is a Lawful Preexisting Lot of Record, Created with the Approval of the City of Lake Elmo:

The Chavez and 5 families have owned property in this area for more than 52 years.

The separate lot for which we seek needed building approval was created as far back as 1980 and likely before. Although, the property was conveyed to my wife and I in 1993, the **property was confirmed by deed on January 16, 1980 and the conveyance specifically confirmed as “entitled to recording and subdividing” by the City of Lake Elmo (see stamp bearing approval on deed).**

The Chavez property is a pre-existing lot of record and it would not be reasonable or lawful for it to be subdivided and then denied all variances necessary to allow it to be reasonably built upon.

II. The availability of, and need for, a reasonable variance does not depend upon a property owner’s ability or willingness to attempt to buy his neighbors land:

I noted that your report stated in part:

The applicant has the opportunity to purchase additional property from the Northstar development since the 2nd addition has not yet been final platted. This acquisition would increase buildable area and allow them to relocate the home further away from the bluff and reduce or eliminate the need for variances. If the applicant does not pursue the additional land acquisition and requests the variances, they will not meet all of the required variance criteria since the applicant is creating their own hardship.

This says, in other words, if a landowner holding a preexisting subdivided lot cannot “pursue” and presumably “acquir(e)” his neighbors’ property-that the applicant can be claimed to be “creating their own hardship”.

I respectfully disagree with this premise and, respectfully, ask that it not be furthered. If it were true then anytime an owner did not acquire land from their neighbor-at whatever price or terms might or might not be available, they would be said to have “created their own hardship”. This would obliterate any opportunity for any variances relating to lot size or setbacks in any case where a neighboring property might be for sale (or might not be) but the lot owner did not buy his neighbors land. Similarly, it is precisely not the case that the city would look to whether the neighbors could or could not sell land, or do so on any terms possible, in evaluating a simple variance request. I can furnish other examples if needed but I trust that this can be cleared up.

III. The General Variance Standards are Met here and it is a typical scenario where variances should be granted.

As you are aware there are three underlying inquiries:

- *the property owner proposes to use the property in a reasonable manner (here a single family home);

- *The landowners problem is due to circumstances unique to the property and not created by the landowner;

- *The variance will not alter the essential character of the neighborhood.

All of these criteria are readily met here;

- *A single family home is reasonable, necessary and common in this area.

- *Nothing I, or my predecessors did created the need for a variance—the later imposition of bluff land setbacks that interfere with placement of a house on a lot that was lawfully created. We did not change the surface of the land or the position of any bluff or steep slopes, did not erect any structures and the lot it exists in its natural state, not to mention its approved subdivided state. This is precisely the situation where variances are strongly compelled.

- *building of this house will obviously not alter the essential character of the neighborhood. Here, the neighborhood is slated to be developed with substantial housing, roads and other infrastructure. As relates to the lake—there are numerous houses that exist or were built or were expanded on lots like that and within bluff land and other setbacks. Simply put, historical creation and development of homes and outbuildings has been allowed extensively in this area. It will not change the essential character of the neighborhood in any way to use this lot for its intended purpose-development of a single family lakeshore home.

Examples of pre-existing lots where homes were built are illustrated in the map provided in the Planning Commission packet. All of those homes were built in the 70's, 80's and even early 90's. Depictions of these homes are shown in Exhibit A.

IV. Allowing, accommodating and fully permitting reasonable development of lawfully preexisting non-conforming lots is advisable.

It goes without saying that once a lot is created, it is reasonable and necessary to consider and grant variances or other approvals necessary to permit their reasonable use and development-here with a single family home.

I am happy to discuss these matters with you at anytime and, again, I thank you for your involvement in this process.

Regards,

Joe Chavez

Exhibit A



This Indenture, Made this January 16, 1988,
between Everett E. Beaubien, a single man,

of the County of Washington and State of Minnesota, part Y
of the first part, and John J. Cannell and Judith A. Cannell, husband
and wife, of the County of _____,
and State of Washington, parties of the second part,

Witnesseth, That the said part Y of the first part, in consideration of the sum of
One dollar and other good and valuable consideration - - - - - DOLLARS,
to him in hand paid by the said parties of the second part, the receipt whereof is hereby acknowl-
edged, do es hereby Grant, Bargain, Quitclaim, and Convey unto the said parties of the second part as
joint tenants and not as tenants in common, their assigns, the survivor of said parties, and the heirs and
assigns of the survivor, Forever, all the tract or parcel of land lying and being in the County of
Washington and State of Minnesota, described as follows, to-wit:

All that part of the East one-half (E½) of the Northwest Quarter (NW¼)
of Section 14, Township 29 North, Range 21 West, City of Lake Elmo,
Washington County, Minnesota, described as follows; beginning at the
Southeast corner of the North 83 rods of said East one-half (E½) of the
Northwest Quarter (NW¼) of Section 14, Township 29 North, Range 21 West,
Washington County, Minnesota, thence West along the South line of said
North 83 rods for 890.0 feet; thence South and parallel with the East
line of said East one-half (E½) of the Northwest Quarter (NW¼) for 350.0
feet; thence Southeasterly in a direct line to a point on said East line
of East one-half (E½) of the Northwest Quarter (NW¼), said point being
750.0 feet South of the point of beginning; thence North along said East
line of East one-half (E½) of Northwest Quarter (NW¼) for 750.0 feet to
the point of beginning. Containing 11.237 acres, more or less.

THE PURPOSE OF THIS DEED IS TO REPLACE A PREVIOUS DEED BETWEEN THE SAME
PARTIES WHICH WAS EXECUTED ON OR ABOUT THE 15TH DAY OF JUNE,
1976, AND HAS BEEN LOST.

Conveyance of land described by this
instrument is hereby approved and is
entitled to recording and subdividing.

CITY OF LAKE ELMO
BY Lawrence E. Whittaker
City Clerk

5
2
0
5
MINNESOTA
STATE OF
DEED
STAMP
TAX
JAN 16 '88
DEPT. OF
TAXATION
02.20
PB. 11129

State Deed Tax Due Hereon is \$2.20.

To Have and to Hold the Same, Together with all the hereditaments and appurtenances there-
unto belonging or in anywise appertaining to the said parties of the second part, their assigns, the sur-
vivor of said parties, and the heirs and assigns of the survivor, Forever, the said parties of the second part
taking as joint tenants and not as tenants in common.

In Testimony Whereof, The said part Y of the first part ha S hereunto set his
hand the day and year first above written.

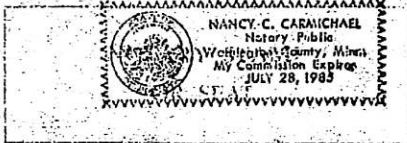
Everett E. Beaubien
Everett E. Beaubien

State of Minnesota,

County of WASHINGTON

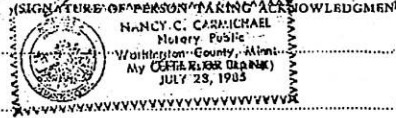
The foregoing instrument was acknowledged before me

this 16th day of January, 1980



by Everett E. Beaubien, a single man, (NAME OF PERSON ACKNOWLEDGED)

Signature of Nancy C. Carmichael



THIS INSTRUMENT WAS DRAFTED BY LAWSON, RALEIGH & MARSHALL, P.A. 3825 Lake Elm Avenue North Lake Elmo, Minnesota 777-6960

Minnesota Form No. 29

Doc. No. 400824

QUIT CLAIM DEED

Individual to Joint Tenants

TO

Office of County Recorder State of Minnesota

County of WASHINGTON

I hereby certify that the within Deed was filed in this office for record on the 16th day of January 1980, at 9:00 o'clock A.M., and was duly recorded in Bank.

of Microfilmed and was duly recorded as instrument No. 400824, WASH. CO. RECORDS '80

By JOHN A. FRANZEN County Recorder

Deputy

No Delinquent Taxes and Transfer entered this 16th day of Jan 1980

By T. R. Greider County Auditor, Benson Mehta Deputy

Tax statements for the real property described in this instrument should be sent to:

Jim Kennell 211204 E B Street, Minneapolis, MN 55417, ZIP 55417

\$3.00

From: [Jim Gibbons](#)
To: [Sophia Jensen](#)
Subject: Planning Commission meeting, 3/25/24
Date: Friday, March 22, 2024 2:28:11 PM

You don't often get email from gibbygasouth@gmail.com. [Learn why this is important](#)

Caution: This email originated outside our organization; please use caution.

Re: Chavez property permit amendment

We live directly across Sun Fish lake from the Chavez property. Any change to this property will directly affect us. That said, we have no objection to the property being developed in a reasonable and responsible way. Thank you for the notification of this proposed change and the opportunity to respond.

James Gibbons and Jeanne Beaubien
3681 Kelvin Avenue N.
Lake Elmo, MN 55042