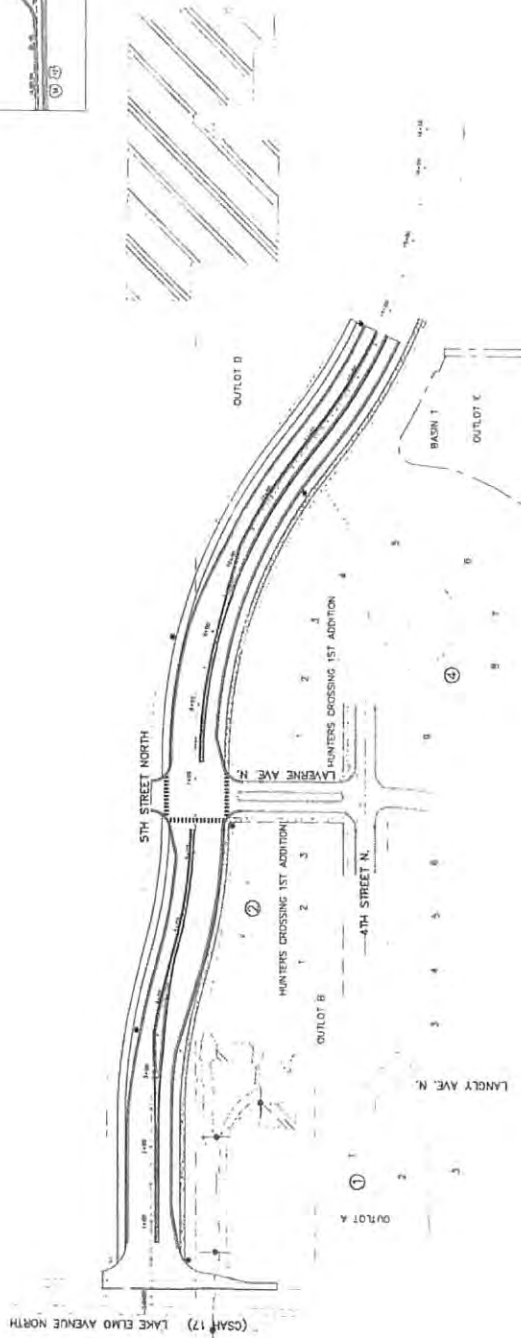


5TH STREET NORTH UTILITY AND STREET CONSTRUCTION LAKE ELMO, MINNESOTA



BENCH MARK
MN/2001 8282 AG
ELEV=943.87 (1988 datum)



GRAPHIC SCALE IN FEET

- SHEET INDEX**
1. COVER SHEET
 2. LEGEND SHEET
 3. TYPICAL SECTIONS
 4. STREET ALIGNMENT SHEET
 5. PHASE 1 PLAN
 6. PHASE 1 TYPICAL SECTIONS
 7. PHASE 2 PLAN
 - 8-9. SANITARY SEWER & WATERMAIN
 - 10-11. STORM SEWER CONSTRUCTION
 - 12-13. STREET CONSTRUCTION
 14. SIGNING, STRIPING & LIGHTING PLAN
 - 15-18. SECTIONS
 - 19-25. CITY DETAILS
 - L1-2. LANDSCAPE PLAN

PIONEER engineering

18011 N. 134th Ave.
Suite 100
Minnetonka, MN 55345
www.pioneereng.com

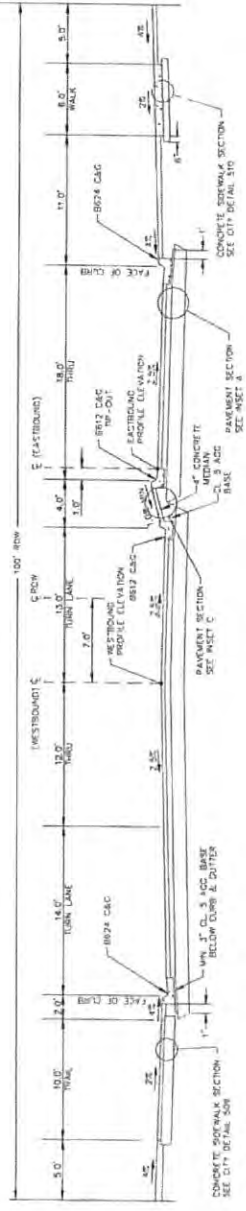
Project No. 18011-134
Sheet No. 1 of 25

COVER SHEET

RYLAND HOMES
7000 ANGLIM DRIVE
EDEN PRAIRIE, MINNESOTA 55424

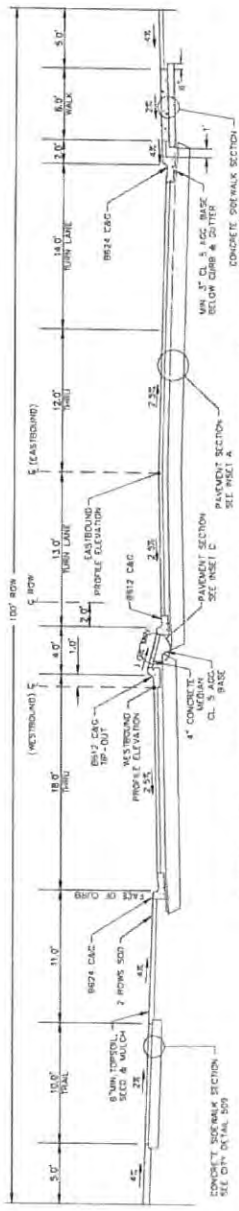
5TH STREET NORTH
LAKE ELMO, MINNESOTA

1 of 25



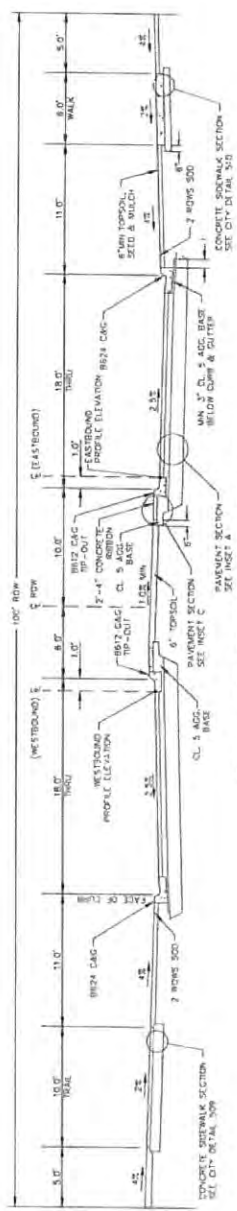
TYPICAL 5TH STREET NORTH SECTION WESTBOUND TURN LANES

ROW STATION 0+72 TO 2+31 & 7+22 TO 8+98



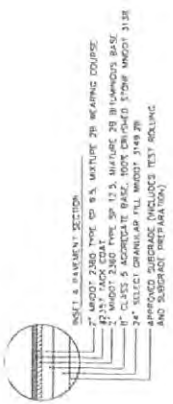
TYPICAL 5TH STREET NORTH SECTION EASTBOUND TURN LANES

ROW STATION 4+56 TO 6+31



TYPICAL 5TH STREET NORTH SECTION

ROW STATION 10+19 TO 13+67



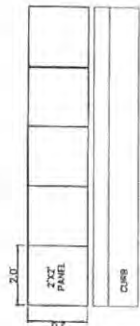
INSET A PAVEMENT SECTION

TYPICAL SECTION (N 13)



INSET C CONCRETE RIBBON SECTION

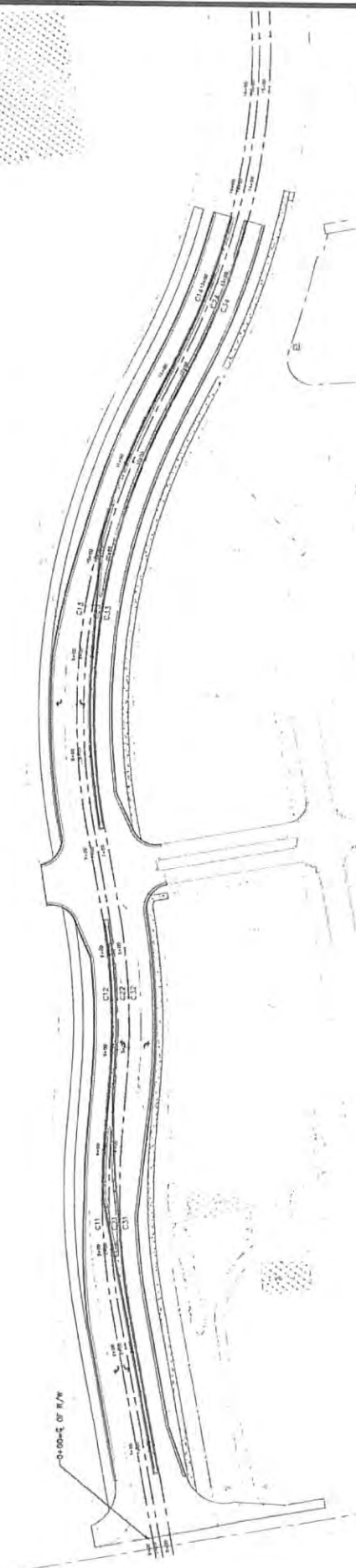
TYPICAL SECTION (N 13)



CONCRETE MEDIAN DETAIL

TYPICAL SECTION (N 13)

CURVE TABLE					
CURVE	DELTA	LENGTH	RADIUS	TANGENT	PT
C11	145°29'	175.86	674.00	86.48	2+37.58
C12	145°29'	172.31	660.00	85.85	6+43.07
C13	37°51'35"	445.36	874.00	231.15	7+24.08
C14	37°24'54"	450.99	860.00	233.49	12+21.16
C21	145°29'	174.13	687.00	87.56	2+37.58
C22	145°29'	174.13	687.00	87.56	4+43.07
C23	37°51'35"	440.74	897.00	228.75	7+24.08
C24	37°24'54"	435.56	867.00	225.86	12+21.16
C31	145°29'	171.26	656.00	86.12	2+37.58
C32	145°29'	171.26	656.00	86.12	4+43.07
C33	37°51'35"	433.47	856.00	224.88	7+24.08
C34	37°24'54"	442.75	878.00	228.59	12+21.16



BENCH MARK
 100' ELEVATION
 ELEVATION 100.00
 100' ELEVATION 100.00

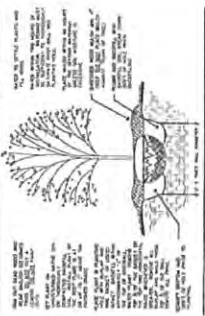
PIONEER engineering
 2077 Emerald Drive
 Mendota Heights, MN 55120
 Tel: 612-835-1914
 Fax: 612-835-1915
 www.pioneer-engineering.com



KEY	COMMON NAME/SCIENTIFIC NAME	ROOT	QUANTITY
AM	AUTUMN BLAZE MAPLE/ACER X FREEMANI AUTUMN BLAZE	2.5" BAG	12
SL	SENTRY LINDEN/TILIA AMERICANA SENTRY	2.5" BAG	11
HL	THORNLESS HORNLOUST/GLEDITSIA TRACANTHOS VAR INERMIS	2.5" BAG	5
RO	RED OAK/QUERCUS RUBRA	2.5" BAG	12
JL	JAPANESE TREE LILAC/SYRINGA RETICULATA (CLUMP)	6" BAG	10

SEE SHEET L2 FOR DETAILS A AND B AND CROSS SECTION A-A'

DECIDUOUS TREE PLANTING DETAIL



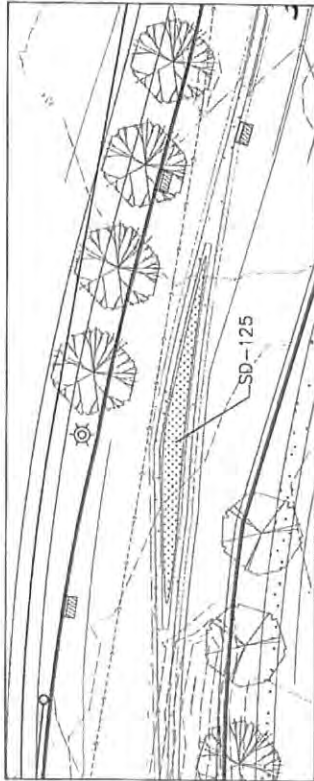
LANDSCAPE NOTES

- 1. ALL PLANTINGS SHALL BE INSTALLED IN ACCORDANCE WITH THE FOLLOWING NOTES.
- 2. ALL PLANTINGS SHALL BE INSTALLED IN ACCORDANCE WITH THE FOLLOWING NOTES.
- 3. ALL PLANTINGS SHALL BE INSTALLED IN ACCORDANCE WITH THE FOLLOWING NOTES.
- 4. ALL PLANTINGS SHALL BE INSTALLED IN ACCORDANCE WITH THE FOLLOWING NOTES.
- 5. ALL PLANTINGS SHALL BE INSTALLED IN ACCORDANCE WITH THE FOLLOWING NOTES.
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- 7. ALL PLANTINGS SHALL BE INSTALLED IN ACCORDANCE WITH THE FOLLOWING NOTES.
- 8. ALL PLANTINGS SHALL BE INSTALLED IN ACCORDANCE WITH THE FOLLOWING NOTES.
- 9. ALL PLANTINGS SHALL BE INSTALLED IN ACCORDANCE WITH THE FOLLOWING NOTES.
- 10. ALL PLANTINGS SHALL BE INSTALLED IN ACCORDANCE WITH THE FOLLOWING NOTES.

GRAPHIC SCALE IN FEET
0 10 20 30 40 50 60 70 80 90 100

PIONEER engineering
851 681-1114
2422 Elmwood Drive
Bismarck, ND 58102
www.pioneereng.com

DETAIL A



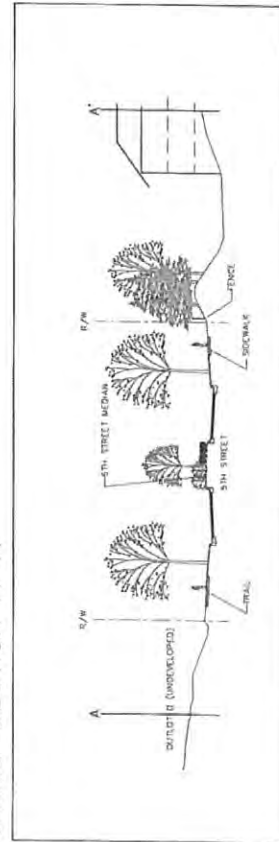
KEY	COMMON NAME/SCIENTIFIC NAME	ROOT	QUANTITY
SHRUBS			
GBC	GLOSSY BLACK CHOKEBERRY/ARONIA MELANOCARPA	#3 POT	34
GFS	GOLDFLAME SPIREA/SPRAEA X BIMALDA 'GOLDFLAME'	#3 POT	29
RR	RUCOSA ROSE/ROSA RUCOSA	#3 POT	35
PERENNIALS			
AJ	AUTUMN JOY SEDUM SPECTABILE 'AUTUMN JOY'	#1 POT	160
KF	KARL FOERSTER/CALAMAGROSTIS ACUTIFOLIA	#1 POT	160
SD	STELLA D'ORO DAILY/HEMOCALUS 'STELLA D'ORO'	#1 POT	275

NOTES:

PERENNIAL AREAS TO BE AMENDED WITH COMPOST/PLANTING SOIL TO A DEPTH OF AT LEAST 6" MEDIAN PLANTING BEDS TO BE MULCHED WITH SHREDDED WOOD MULCH TO A DEPTH OF 3" NO NEED BARRIER USED BENEATH WOOD MULCH
 PREEN (OR EQUIVALENT) TO BE USED AT TIME OF PLANTING AND ACCORDING TO PACKAGE INSTRUCTIONS AS PART OF A REGULAR ONGOING MAINTENANCE PROGRAM.
 BOULEVARD AREAS BETWEEN ROAD AND TRAIL/SIDEWALK AND TRAIL/SIDEWALK AND PROPERTY LINE TO BE SODDED
 MEDIAN PLANTINGS TO BE TEMPORARILY IRRIGATED FOR AT LEAST ONE GROWING SEASON OR UNTIL PLANTINGS ARE ESTABLISHED.
 SODDED BOULEVARDS TO BE IRRIGATED AS PART OF ADJACENT DEVELOPMENTS.
 IRRIGATION DESIGNED BY OTHERS.
 MAINTENANCE (INCLUDING IRRIGATION) OF 5TH STREET LANDSCAPING TO BE RESPONSIBILITY OF CITY OF LAKE ELMO

MEDIAN PLANTS CHOSEN FOR LOW MAINTENANCE TENDENCIES ALONG WITH MODERATE TO HIGH SALT TOLERANCE.

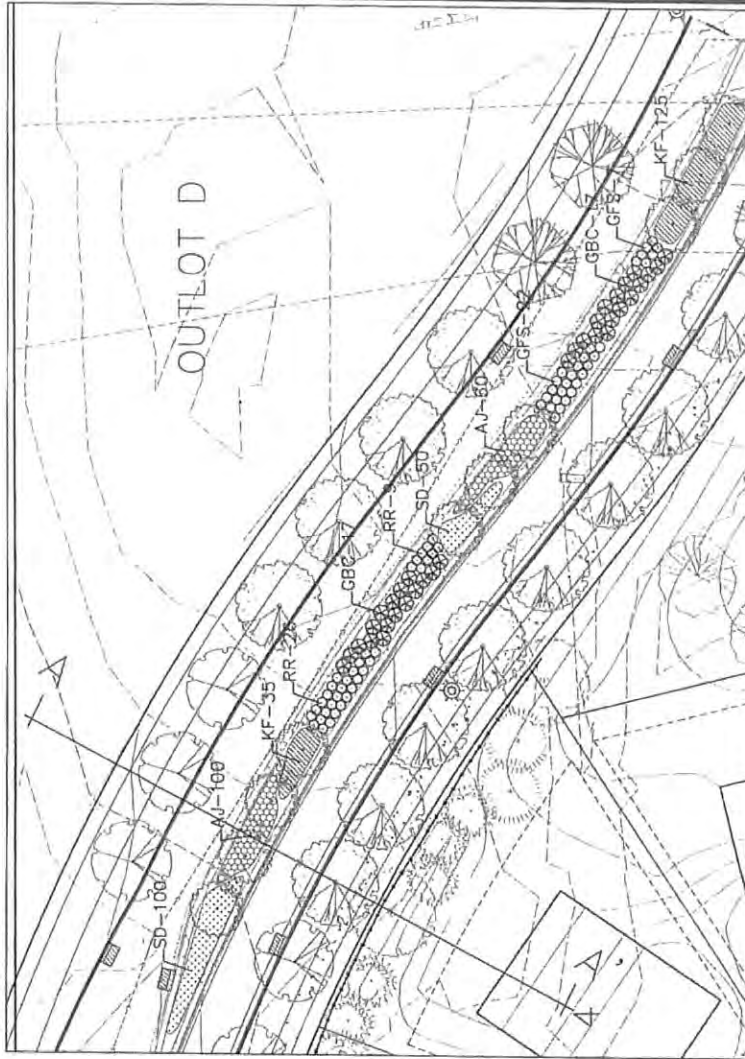
CROSS-SECTION A-A'



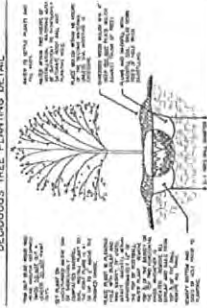
PIONEER Engineering
 3422 Pioneer Drive
 Mendota Heights, MN 55120
 Tel: 612.441.1111
 Fax: 612.441.1112
 www.pioneereng.com

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DETAIL B



DECIDUOUS TREE PLANTING DETAIL



LANDSCAPE NOTES

- 1. ALL PLANTINGS SHALL BE DONE IN ACCORDANCE WITH THE CITY OF LAKE ELMO LANDSCAPING SPECIFICATIONS.
- 2. ALL PLANTINGS SHALL BE DONE IN ACCORDANCE WITH THE CITY OF LAKE ELMO LANDSCAPING SPECIFICATIONS.
- 3. ALL PLANTINGS SHALL BE DONE IN ACCORDANCE WITH THE CITY OF LAKE ELMO LANDSCAPING SPECIFICATIONS.
- 4. ALL PLANTINGS SHALL BE DONE IN ACCORDANCE WITH THE CITY OF LAKE ELMO LANDSCAPING SPECIFICATIONS.
- 5. ALL PLANTINGS SHALL BE DONE IN ACCORDANCE WITH THE CITY OF LAKE ELMO LANDSCAPING SPECIFICATIONS.
- 6. ALL PLANTINGS SHALL BE DONE IN ACCORDANCE WITH THE CITY OF LAKE ELMO LANDSCAPING SPECIFICATIONS.
- 7. ALL PLANTINGS SHALL BE DONE IN ACCORDANCE WITH THE CITY OF LAKE ELMO LANDSCAPING SPECIFICATIONS.
- 8. ALL PLANTINGS SHALL BE DONE IN ACCORDANCE WITH THE CITY OF LAKE ELMO LANDSCAPING SPECIFICATIONS.
- 9. ALL PLANTINGS SHALL BE DONE IN ACCORDANCE WITH THE CITY OF LAKE ELMO LANDSCAPING SPECIFICATIONS.
- 10. ALL PLANTINGS SHALL BE DONE IN ACCORDANCE WITH THE CITY OF LAKE ELMO LANDSCAPING SPECIFICATIONS.

LANDSCAPE PLAN

RYLAND HOMES
 7701 ANANDABULU
 EDEN PRAIRIE, MINNESOTA 55424

5TH STREET NORTH
 LAKE ELMO, MINNESOTA

L2 of 2

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



651-747-3900
3800 Lavene 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 ☒ **EASEMENT VACATION**

Applicant: THE Ryland Group ATTN: TRACEY RUST
Address: 7599 Anagram Dr, Eden Prairie, MN 55344
Phone #: (952) 229-6063
Email Address: trust@ryland.com

Fee Owner: SAME
Address: _____
Phone #: _____
Email Address: _____

Property Location (Address and Complete (long) Legal Description): Hunters Crossing

Detailed Reason for Request: - Public Roadway and utility easement
vacation
- DISHARGE + UTILITY EASEMENT VACATION

*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: Tracey Rust Date: 3/9/15

Signature of fee owner: Michael W. DeVoe Date: 3/9/15

Michael W. DeVoe
DIVISION PRESIDENT

Description Sketch for:

The Ryland Group, Inc.

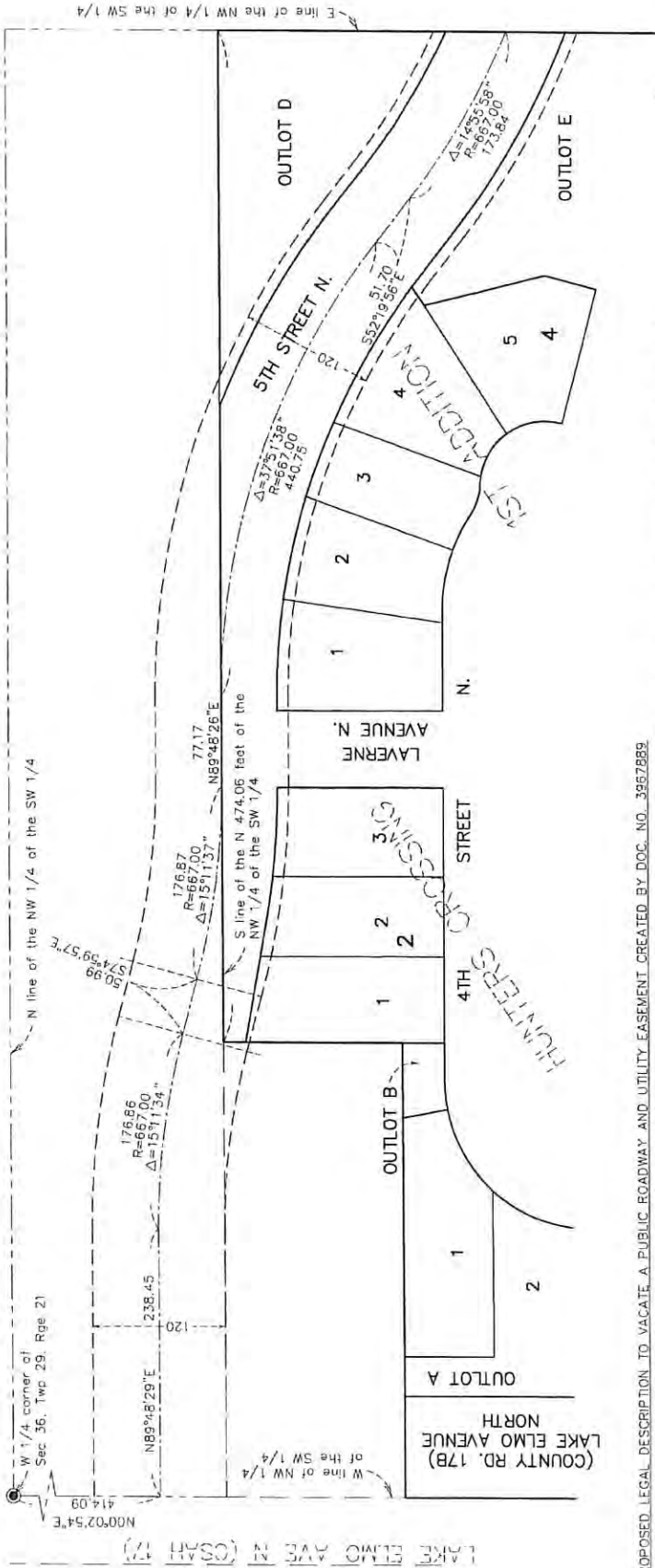
Cad File: 113105-Roadway
Vacation-HUNTERS
CROSSING

Folder #: 7553
Drawn by: mdp

PIONEER engineering, P.A.
CIVIL ENGINEERS LAND PLANNERS LAND SURVEYORS LANDSCAPE ARCHITECTS
(651) 681-1914
Fax: 681-9488
www.pioneereng.com

2422 Enterprise Drive
Mendota Heights, MN 55120

Sheet
1 of 1



PROPOSED LEGAL DESCRIPTION TO VACATE A PUBLIC ROADWAY AND UTILITY EASEMENT CREATED BY DOC. NO. 3957889
That part of a 120.00 foot wide easement for public roadway and utility purposes created by document number 3957889, lying over, under, and across Lots 1, 2, and 3, Block 2, Lots 1, 2, 3, and 4, Block 4, and Outlots D and E, HUNTERS CROSSING 1ST ADDITION, according to the recorded plat thereof, Washington County, Minnesota.

The centerline of said easement is described as follows:

Commencing at the West Quarter corner of Section 36, Township 29 North, Range 21 West, Washington County, Minnesota; thence on an assumed bearing of South 00 degrees 02 minutes 54 seconds West along the west line of the Northwest Quarter of the Southwest Quarter of said Section 36, a distance of 414.09 feet to the point of beginning of said centerline; thence North 89 degrees 48 minutes 29 seconds East, a distance of 238.45 feet; thence southeasterly a distance of 176.86 feet along a tangential curve concave to the southwest having a radius of 667.00 feet and a central angle of 15 degrees 11 minutes 34 seconds; thence South 74 degrees 59 minutes 57 seconds East tangent to said curve, a distance of 50.99 feet; thence southeasterly a distance of 176.87 feet along a tangential curve concave to the northeast having a radius of 667.00 feet and a central angle of 15 degrees 11 minutes 37 seconds; thence North 89 degrees 48 minutes 26 seconds East tangent to said curve, a distance of 77.17 feet; thence southeasterly a distance of 440.75 feet along a tangential curve concave to the southwest having a radius of 667.00 feet and a central angle of 37 degrees 51 minutes 38 seconds; thence South 52 degrees 19 minutes 56 seconds East tangent to said curve, a distance of 51.70 feet; thence southeasterly a distance of 173.84 feet along a tangential curve, concave to the northeast, having a radius of 667.00 feet and a central angle of 14 degrees 55 minutes 58 seconds, to the east line of said Northwest Quarter of the Southwest Quarter and there terminating.

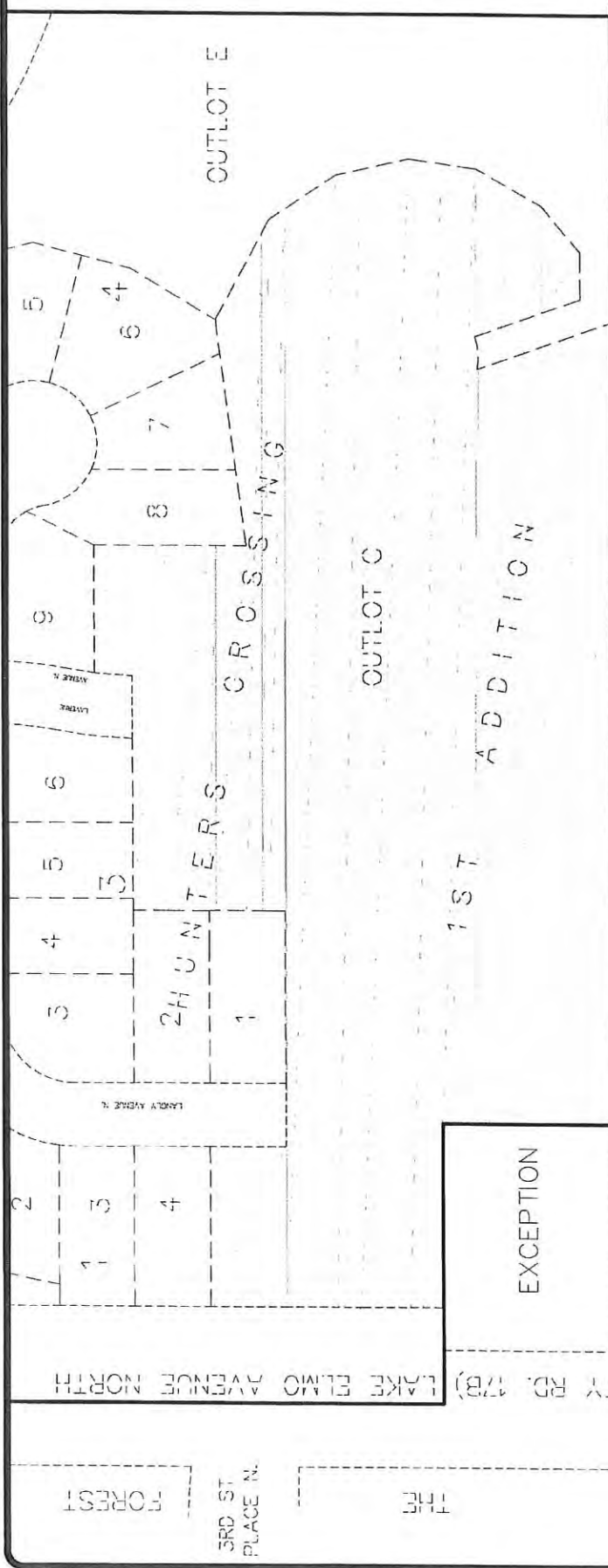
The sidelines of said easement shall be prolonged or shortened to terminate on said east line of the Northwest Quarter of the Southwest Quarter.

(THIS LEGAL DESCRIPTION SHALL BECOME VALID UPON RECORDING THE PLAT OF HUNTERS CROSSING 1ST ADDITION)

* THIS SKETCH DOES NOT PURPORT TO SHOW THE EXISTENCE OR NONEXISTENCE OF ANY ENCROACHMENTS FROM OR ONTO THE HEREON DESCRIBED LAND, EASEMENTS OF RECORD OR UNRECORDED EASEMENTS WHICH AFFECT SAID LAND OR ANY IMPROVEMENTS TO SAID LAND.

Not to Scale

DEMOTES PROPOSED
EASEMENT TO BE
VACATED



Not to Scale

DENOTES EASEMENT
TO BE VACATED



PROPOSED LEGAL DESCRIPTION FOR EASEMENT VACATION

All drainage and utility easements lying over, under and across Outlot C, HUNTERS CROSSING 1ST ADDITION, according to the recorded plat thereof, Washington County, Minnesota, as delineated and dedicated on said HUNTERS CROSSING 1ST ADDITION.

THIS SKETCH DOES NOT PURPORT TO SHOW THE EXISTENCE OR NONEXISTENCE OF ANY ENCROACHMENTS FROM OR ONTO THE HEREON DESCRIBED LAND. EASEMENTS OF RECORD OR UNRECORDED EASEMENTS WHICH AFFECT SAID LAND OR ANY IMPROVEMENTS TO SAID LAND.

Description Sketch for:
The Ryland Group, Inc.

Cad File: 113105-Easement
Vacation-Outlot C
Folder #: 7553
Drawn by: mdp

PIONEER engineering
CIVIL ENGINEERS LAND PLANNERS LAND SURVEYORS LANDSCAPE ARCHITECTS
2422 Enterprise Drive
Mendota Heights, MN 55120
(651) 681-1914
Fax: 681-9488
www.pioneereng.com

Sheet
1 of 1



MAYOR & COUNCIL COMMUNICATION

DATE: May 5, 2015
REGULAR
ITEM # 6

AGENDA ITEM: Hunters Crossing 2nd Addition Developer's Agreement

SUBMITTED BY: Kyle Klatt, Community Development Director

THROUGH: Dean Zuleger, City Administrator

REVIEWED BY: Jack Griffin, City Engineer
Dave Synder, City Attorney
Nick Johnson, City Planner
Cathy Bendel, Finance Director

SUGGESTED ORDER OF BUSINESS:

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

POLICY RECCOMENDER: Staff is recommending that the City Council approve a developer's agreement associated with the Hunters Crossing 2nd Addition residential development. The agreement has been drafted based on a model agreement previously reviewed by the Council.

FISCAL IMPACT: Direct Payments to Developer – The agreement identifies a water main oversizing payment of \$27,513.00 to the developer. Future financial impacts include maintenance of streets, trails, sanitary sewer mains, watermain and other public infrastructure, maintenance of storm water ponding areas (after three years), monthly lease payments for street lights, and other public financial responsibilities typically associated with a new development.

SUMMARY AND ACTION REQUESTED: The City Council is being asked to authorize execution of a developer's agreement for the second phase of the Hunters Crossing residential development. The attached agreement has been reviewed by City Staff and all recommend changes specific to the Hunters Crossing 2nd Addition project have been incorporated into the

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

“Move to adopt Resolution No. 2015-33 approving the developer’s agreement for Hunters Crossing 2nd Addition”

LEGISLATIVE HISTORY/STAFF REPORT: One of the conditions attached to the Council’s approval of the Hunters Crossing 2nd Addition Final Plat specified that the developer enter into a Developer’s Agreement prior to the execution of the plat by City officials. Staff has drafted such an agreement consistent with the City’s developer’s agreement template, and this document is attached for consideration by the City Council. Please note that the document as drafted contains some modifications to the original template based on some of the unique aspects of the Hunters Crossing 2nd Addition development. The key aspects of the agreement include the following components:

- That all improvements to be completed by June 30, 2016.
- That the developer provide a letter of credit in the amount of \$1,619,768 related to the cost of the proposed improvements. The City Engineer will be reviewing the developer’s cost estimates to ensure that they are accurate.
- That the developer provide a cash deposit of \$171,581 for SAC charges, engineering administration, one year of street light operating costs, the remainder of the fee in lieu of park land dedication for Hunters Crossing, and other City fees. Please note that the developer paid WAC charges for the entire preliminary plat area with the first phase agreement, therefore the current agreement includes no additional WAC fees.
- The developer’s agreement includes a City payment of \$27,513.00 associated with oversizing of water main within the development.

The construction plans for Hunters Crossing 2nd Addition include a complete design for 5th Street adjacent to the development, but at this time the developer’s phasing plan indicates that only the southern half will be completed with the other project improvements. Lennar Corporation, which has submitted a sketch plan for the property north of Hunters Crossing, has agreed to work together with Ryland to construct all portions of 5th Street between the two developments as one project. In either case, the construction plans will reflect the overall design for the road and will ultimately be completed as a whole when a project moves forward on the Diedrich/Rieder property.

The City Engineer has not approved the final construction plans for the project, and no work will be allowed to commence on the site until these plans are approved by the City.

BACKGROUND INFORMATION (SWOT):

Strengths: The developer's agreement has been drafted to guarantee that the improvements associated with Hunters Crossing 2nd Addition plans will be installed in accordance with City specifications.

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

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

Opportunities: The proposed improvements will provide for infrastructure connections to adjacent properties.

The construction plans include the construction of 5th Street, which will be completed with the other public improvements within Hunters Crossing.

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

RECOMMENDATION: Based on the above Staff report, Staff is recommending that the City Council approve the Developer's Agreement for Hunters Crossing 2nd Addition and that the Council direct the Mayor and Staff to execute this document. The suggested motion to adopt the Staff recommendation is as follows:

"Move to adopt Resolution No. 2015-33 approving the developer's agreement for Hunters Crossing 2nd Addition"

ATTACHMENTS:

1. Resolution No. 2015-33
2. Hunters Crossing 2nd Addition Developer's Agreement – Final Draft

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

RESOLUTION NO. 2015-33

*A RESOLUTION APPROVING THE DEVELOPER'S AGREEMENT FOR
HUNTERS CROSSING 2ND ADDITION*

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

WHEREAS, The Ryland Group, 7599 Anagram Drive, Eden Prairie, MN ("Applicant") has previously submitted an application to the City of Lake Elmo ("City") for a Final Plat for Hunters Crossing 2nd Addition; and

WHEREAS, the Lake Elmo City Council considered and approved the Preliminary Plat request for Hunters Crossing at a meeting held on July 1, 2014; and

WHEREAS, The Lake Elmo City Council adopted Resolution No. 2015-031 on May 5, 2015 approving the Final Plat for Hunters Crossing 2nd Addition; and

WHEREAS, Condition (2) of said Resolution No. 2015-031 establishes that, prior to the execution of the Final Plat by City officials, the Applicant is to enter into a Developer's Agreement with the City; and

WHEREAS, the Applicant and City have agreed to enter into such a contract, and a copy of the Developer's Agreement was submitted to the City Council for consideration at its May 5, 2015 meeting.

NOW, THEREFORE, based on the information received, the City Council of the City of Lake Elmo does hereby approve the Developer's Agreement for Hunters Crossing 2nd Addition and authorizes the Mayor and City Clerk to execute the document.

Passed and duly adopted this 5th day of May 2015 by the City Council of the City of Lake Elmo, Minnesota.

Mike Pearson, Mayor

ATTEST:

Adam Bell, City Clerk

(reserved for recording information)

DEVELOPMENT CONTRACT

(Public sewer and water)

Hunters Crossing 2nd Addition

AGREEMENT dated _____, 2015, by and between the **CITY OF LAKE ELMO** a Minnesota municipal corporation ("City"), and The Ryland Group, Inc., a Maryland corporation, (the "Developer").

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

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

3. **RIGHT TO PROCEED.** Unless separate written approval has been given by the City, within the plat or land to be platted, the Developer may not grade or otherwise disturb the earth, remove trees, construct sewer lines, water lines, streets, utilities, public or private

improvements, or any buildings until all the following conditions have been satisfied: 1) this agreement has been fully executed by both parties and filed with the City Clerk, 2) the necessary security has been received by the City, 3) the plat has been recorded with the Washington County Recorder's Office, and 4) the City's Community Development Director has issued a letter that all conditions have been satisfied, a preconstruction conference has been held, and that the Developer may proceed.

4. The Required HOA documents shall be recorded with the Washington County Recorder's Office within 30 days of the plat being recorded with the County.

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

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

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

Comprehensive Plan, official controls, platting or dedication requirements enacted after the date of this Contract.

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

The plans are:

Plan A - Final Plat

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

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

Plan D - Final Landscape Plan

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

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

The improvements shall be installed in accordance with the City subdivision ordinance and the City's Engineering Design and Construction Standards Manual and pursuant to the direction of the City Engineer. The Developer shall submit plans and specifications which have been

prepared by a competent registered professional engineer to the City for approval by the City Engineer. The Developer shall instruct its engineer to provide adequate field inspection personnel to assure an acceptable level of quality control to the extent that the Developer's engineer will be able to certify that the construction work meets the approved City standards as a condition of City acceptance. In addition, the City may, at the City's discretion and at the Developer's expense, have one or more City inspectors and a soil engineer inspect the work on a full or part-time basis. The Developer's engineer shall provide for on-site project management. The Developer's engineer is responsible for design changes and contract administration between the Developer and the Developer's contractor. The Developer or his engineer shall schedule a pre-construction meeting at a mutually agreeable time at Lake Elmo Public Works with all parties concerned, including the City staff, to review the program for the construction work.

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

10. CITY ENGINEERING ADMINISTRATION AND CONSTRUCTION OBSERVATION. Prior to the commencement of any construction activity authorized under this agreement, the Developer shall submit an escrow for City Engineering Administration and Construction Observation in an amount provided under paragraph 36. Summary of Cash Requirements. Thereafter, the Developer shall reimburse the City each month, within 30 days of receiving an invoice, for all engineering administration and construction observation performed

during the construction of the plat at normal City rates for such Services. If Developer fails to pay the invoiced amount within such 30-day period, and such failure continues for an additional five (5) business days after written notice from the City of such failure, the City may draw upon the escrow and stop the work on site until said escrow has been replenished in its full amount. City engineering administration will include monitoring of construction progress and construction observation, consultation with Developer and his engineer on status or problems regarding the project, coordination for testing, final inspection and acceptance, project monitoring during the warranty period, and processing of requests for reduction in security. Construction observation may be performed by the City's in-house staff or consulting engineer. Construction observation shall include, at the discretion of the city, part or full time inspection of proposed public utilities and street construction. Services will be billed on an hourly basis at normal City rates therefore.

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

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

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

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

13. TIME OF PERFORMANCE. The Developer shall install all required public improvements by June 30, 2016, with the exception of the final wear course of asphalt on streets. The Developer shall have the option of installing the wearing course of streets within one (1) year following initial commencement of work on the required basic improvements or installing it after the first course has weathered a winter season, consistent with warranty requirements, however final acceptance of the improvements will not be granted until all work is completed including the final wear course. The Developer may, however, request an extension of time from the City. If an extension is granted, it shall be conditioned upon updating the security posted by the Developer to reflect cost increases and amending this agreement to reflect the extended completion date.

Final wear course placement outside of this time frame must have the written approval of the City Engineer.

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

15. CONSTRUCTION ACCESS. Construction traffic access and egress for grading, public utility construction, and street construction is restricted to access the subdivision via the planned temporary access off of Lake Elmo Avenue. Once access to 5th Street is opened all access to the site shall take place from 5th Street and the Lake Elmo Avenue temporary access will be closed. No construction traffic is permitted on other adjacent local streets.

16. CONSTRUCTION SEQUENCE AND COMPLIANCE. The City will require the developer to construct the improvements in a sequence which will allow progress and compliance points to be measured and evaluated. The Developer and/or their representatives are required to supervise and coordinate all construction activities for all improvements and must notify the City in writing stating when the work is ready for the inspection at each of the measurable points defined in the following paragraphs 16., 17. and 18. For the purpose of this paragraph, Electronic message (email) shall be deemed an acceptable method of notification provided it is captioned "Notice pursuant to Development Agreement".

17. EROSION CONTROL. Prior to initiating site grading, the erosion control plan, Plan B, shall be implemented by the Developer and inspected and approved by the City. Erosion control practices must comply with the approved plans and specifications for the plat, with all watershed district permits and with Minnesota Pollution Control Agency's Best Management Practices. The City may impose additional erosion control requirements as deemed necessary. The parties recognize that time is of the essence in controlling erosion. If the Developer does not comply with the erosion control plan and schedule or supplementary instructions received from

the City, the City may take such action as it deems appropriate to control erosion. The City will endeavor to notify the Developer in advance of any proposed action, but failure of the City to do so will not affect the Developer's and City's rights or obligations hereunder. If the Developer does not reimburse the City for any cost the City incurred for such work within ten (10) days, the City may draw down the security to pay any costs. No development, utility or street construction will be allowed and no building permits will be issued unless the plat is in full compliance with the approved erosion control plan.

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

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

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

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

20. STREET MAINTENANCE DURING CONSTRUCTION. The Developer shall be responsible for all street maintenance until the streets are accepted by the City in writing. Warning signs shall be placed when hazards develop in streets to prevent the public from traveling on same and to direct attention to detours. If and when streets become impassable, such streets shall be barricaded and closed. In the event residences are occupied prior to completing streets, the Developer shall maintain a smooth surface and provide proper surface drainage to insure that the streets are passable to traffic and emergency vehicles. The Developer shall be responsible for keeping streets within and without the subdivision clean of dirt and debris that may spill, track, or wash onto the street from Developer's operation. The Developer may request, in writing, that the City keep the streets open during the winter months by plowing snow from the streets prior to final acceptance of said streets. The City shall not be responsible for repairing the streets because of snow plowing operations. Providing snow plowing service does not constitute final acceptance of the streets by the City. The Developer shall contract for street cleaning within and immediately adjacent to the development. At a

minimum, scraping and sweeping shall take place on a weekly basis. A copy of this contract shall be approved by the City before grading is started. The contract shall provide that the City may direct the contractor to clean the streets and the contractor will bill the Developer.

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

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

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

22. PARK DEDICATION. The Developer shall pay a cash contribution of \$33,356 in satisfaction of the City's park dedication requirements. This charge is based on the pro-rated park dedication requirement of the number of lots being platted within the Plat compared to the overall number of lots within the Hunters Crossing preliminary plat area. The final charge was calculated as follows: 1.96 acres of park land required for the entire preliminary plat area less 0.60 acres of trail provided = 1.36 acres multiplied by \$58,100 per acre per the City's appraisal of the property (\$79,106) subtracted from the park in lieu of land dedication fee paid with the first project phase (\$45,750).

23. SANITARY SEWER AND WATER UTILITY AVAILABILITY CHARGES (SAC AND WAC). The Developer shall be responsible for the payment of all sewer availability charges (SAC) and all water availability charges (WAC) with respect to the Improvements

required by the City and any state or metropolitan government agency. Consistent with a previous agreement with the City, the developer has previously paid the WAC fees for the entire subdivision (including the current Plat).

The sewer availability charge (SAC) in the amount of \$3,000.00 per REU shall be paid by the Developer prior to the City recording the final plat. The total amount to be paid by the Developer is \$87,000.

The water availability charge (WAC) in the amount of \$3,000.00 per REU for the entire subdivision area was paid by the Developer prior to the City recording the first phase final plat. There are no additional WAC payments required with this plat.

In addition, a sewer connection charge in the current amount of \$1,000.00 per REU, a Met Council sewer availability charge in the current amount of \$ 2,485.00 per REU, and a water connection charge in the current amount of \$1,000.00 per REU will be collected by the City at the time the building permit is issued for each lot. These amounts are charged at the time of building permit in accordance with the latest city fee schedule.

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

25. STREET LIGHTS. The Developer is responsible for the installation of street lights consistent with a street lighting plan approved by the City. The Developer shall coordinate the installation of street lights with Xcel Energy in conjunction with the other improvements, and agrees to pay Xcel Energy for all upfront costs associated with the street lighting system, including underground cables, posts, lamps, ballasts, starters, photocells, and glassware. All street lights will be leased by the City upon final acceptance of the system. The Developer shall also pay \$500 in payment for the first year operating costs for street lights (6 poles x \$6.94 x 12).

26. BUILDING PERMITS/CERTIFICATES OF OCCUPANCY.

A. Public sewer and water, curbing, and one lift of asphalt shall be installed on all public and private streets prior to issuance of any building permits.

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

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

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

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

F. The City will not issue a certificate of occupancy for any building constructed on any lot or parcel in the Plat until Public sewer and water, curbing, and one lift of asphalt is installed on all public and private streets; all utilities are tested and approved by the City Engineer; and the as-constructed grading must be on file at the City for the block where the building is to be located.

27. RESPONSIBILITY FOR COSTS.

A. In the event that the City receives claims from labor, materialmen, or others that work required by this Contract has been performed, the sums due them have not been paid, and the laborers, materialmen, or others are seeking payment from the City, and in the future event that such claims have not been resolved by Developer within thirty (30) days after written

notice from the City, the Developer hereby authorizes the City to commence an Interpleader action pursuant to Rule 22, Minnesota Rules of Civil Procedure for the District Courts, to draw upon the letters of credit in an amount up to 125 percent of the claim(s) and deposit the funds in compliance with the Rule, and upon such deposit, the Developer shall release, discharge, and dismiss the City from any further proceedings as it pertains to the letters of credit deposited with the District Court, except that the Court shall retain jurisdiction to determine payment of attorneys' fees pursuant to this Contract.

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

C. The Developer shall hold the City and its officers, employees, and agents harmless from claims made by itself and third parties for damages sustained or costs incurred resulting from plat approval and development. The Developer shall indemnify the City and its officers, employees, and agents for all costs, damages, or expenses which the City may pay or incur in consequence of such claims, including reasonable attorneys' fees. Notwithstanding anything to the contrary, Developer's obligation to indemnify, hold harmless and defend the City shall not extend to any claim, liability, loss, costs, damages or expenses, including attorney's fees, which relate to, result from or are caused by the City's violation of applicable law, this Agreement or the negligence of the City and/or its officers, employees, consultants or agents.

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

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

28. CITY PAYMENTS. In the event city payments are required by Section 29.A below, within thirty (30) days of the City's final acceptance of the Improvements, pursuant to Section 21 of this Agreement, but only if the Developer is not in default under this Agreement, the City shall pay to the Developer the sums set forth in the attachment to this Agreement as Exhibit B. The actual amount of the reimbursement shall be based on actual construction costs which will be verified by the Developer to the City in the Plans submitted to the City as required in Section 21. This payment by the City shall be the City's only responsibility with regard to construction of the Improvements and in no case shall act as a waiver of any other right of the City under this Agreement or under applicable laws, ordinances, or rules.

A. City payments pursuant to this Agreement shall be: \$ 27,513.00

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

A. Implementation of the recommendations listed in the April 2, 2015 and April 3, 2015 Engineering memorandum.

B. Within 30 days of the plat being recorded with Washington County, the Developer shall convey Outlot A to the City by warranty deed, free and clear of any and all encumbrances.

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

D. The Developer shall enter into a maintenance agreement with and satisfactory to the City that clarifies the individuals or entities responsible for any landscaping installed in areas outside of land dedicated as public park and open space on the final plat.

E. The City will not issue building permits for more than 25 lots within Hunters Crossing until such time that the temporary access is closed and access to 5th Street is provided.

F. The final construction plans for 5th Street shall include the construction of all improvements within the Lake Elmo Avenue (CSAH 17) right-of-way as required by Washington County and further described in the review letter received from the County dated September 2, 2014

30. MISCELLANEOUS.

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

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

C. Appropriate legal documents regarding Homeowner Association documents, covenants and restrictions relating to the plat approval and outlots and conveyances, as approved by the City Attorney, shall be filed within 30 days of the recording of the final plat with the Washington County Recorder's Office. No third- party beneficiary status is hereby conferred. All outlots and common areas shall be maintained in good order and repair by a homeowner's association, and if it does not do so, then the City may perform the work and assess the costs against the individual lots within the plat of Hunters Crossing and without regard to the formalities or requirements of Minn. Stat. § 429.

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

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

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

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

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

I. Each right, power or remedy herein conferred upon the City is cumulative and in addition to every other right, power or remedy, express or implied, now or hereafter arising, available to City, at law or in equity, or under any other agreement, and each and every right, power and remedy herein set forth or otherwise so existing may be exercised from time to time as often and in such order as may be deemed expedient by the City and shall not be a waiver of the right to exercise at any time thereafter any other right, power or remedy.

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

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

A. Subject to unavoidable delays, failure by Developers to commence and complete construction of the Public Improvements pursuant to the terms, conditions and limitations of this Agreement and the continuance of such failure for a period of thirty (30) days after written notice thereof (provided, however, that in the event of a bona fide emergency, the City shall only be required to give such notice as is practicable under the circumstances).

B. Failure by Developers to substantially observe or perform any material covenant, condition, obligation or agreement on their part to be observed or performed under this Agreement and the continuance of such failure for a period of thirty (30) days after written notice thereof (provided, however, that in the event of a bona fide emergency, the City shall only be required to give such notice as is practicable under the circumstances).

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

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

B. The City may initiate such action, including legal or administrative action, as is necessary for the City to secure performance of any provision of this agreement or recover any amounts due under this Agreement from Developers, or immediately draw on the Letter of Credit, as set forth in this Agreement. In the event of any uncorrected failure to maintain any common area or landscape areas, the City may undertake to do the work and assess the costs to the individual lots within the plat without regard to the formalities or requirements of Minn. Stat. § 429..

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

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

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

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

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

35. SUMMARY OF SECURITY REQUIREMENTS. To guarantee compliance with the terms of this agreement, payment of special assessments, payment of the costs of all public improvements, and construction of all public improvements, the Developer shall furnish the City with an irrevocable letter of credit, in the form attached hereto, from a bank, cash escrow or a combination cash escrow and Letter of Credit ("security") for \$ 1,116,575.00. The amount of the security was calculated as follows:

CONSTRUCTION COSTS:

Streets	\$153,091
5 th Street (Southern Half)	\$408,695
Sanitary Sewer	\$48,986
Watermain	\$136,197
Surface Water Facilities (pipe, ponds, rain gardens, etc.)	\$91,032
Grading	N/A – Completed with Phase 1

Erosion Control	\$4,875
Sidewalks/Trails	\$47,552
Street Lighting	Xcel to Install, to be pre-paid directly by developer
Street Signs and Traffic Control Signs	\$332
Landscaping	N/A – Included with 1 st Addition
Tree Preservation and Restoration	N/A – With Grading Permit
Wetland Mitigation and Buffers	Completed with 1 st Addition
Monuments	N/A – Included with 1st Addition
Pond Filtration	N/A – Included with 1st Addition
Developer's Record Drawings	\$2,500
Construction Sub-Total	\$ 893,260
Total Project Securities (at 125% Construction Costs)	\$ 1,116,575

This breakdown is for historical reference; it is not a restriction on the use of the security. The bank shall be subject to the approval of the City Administrator. The City may draw down the security, without notice, for any violation of the terms of this Contract or if the security is allowed to lapse prior to the end of the required term. If the required public improvements are not completed at least thirty (30) days prior to the expiration of the security, the City may also draw it down. If the security is drawn down, the proceeds shall be used to cure the default.

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

A. Up to 50%, or \$ 558,288 of the security provided in accordance with paragraph 32. above may be released when: (1) Developer's obligations under this Agreement have been completed and the Public Improvements have been found to be complete to the

satisfaction of the City including all corrective work for any identified punch list items, but not including the final wear course; and (2) completion of the Improvements is done to the satisfaction of the City and evidence of such is provided by the City in writing and satisfactory evidence of payment, such as lien waivers are provided.

B. Up to an additional 25%, or \$279,144 of the security provided in accordance with paragraph 32. above may be released when: (1) Developer's obligations under this Agreement have been completed and the Improvements have been found to be complete to the satisfaction of the City including all corrective work for any identified punch list items and including the final wear course; and (2) Improvements are accepted by the City in writing and satisfactory evidence of payment, such as lien waivers, are provided.

C. Twenty percent (25%) of the amounts certified by the Developer's engineer shall be retained as security until: (1) all improvements have been completed, (2) iron monuments for lot corners have been installed, (3) all financial obligations to the City satisfied, (4) the required "record" plans have been received and approved by the City, (5) a warranty security is provided, and (6) the public improvements are accepted by the City.

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

Sewer Availability Charge (SAC)	\$87,000
Water Availability Charge (WAC)	N/A – Paid with First Addition
Park Dedication	\$33,356
Street Light Operating Fee	\$500
City Base Map Upgrading	\$725
City Engineering Administration Escrow	\$50,000 (Based on two months of administration/observation)

Total Cash Requirements

\$ 171,581

38. NOTICES. Required notices to the Developer shall be in writing, and shall be either hand delivered to the Developer, its employees or agents, or mailed to the Developer by certified mail at the following address: 7599 Anagram Drive, Eden Prairie, MN 55344. Notices to the City shall be in writing and shall be either hand delivered to the City Administrator, or mailed to the City by certified mail in care of the City Administrator at the following address: Lake Elmo City Hall, 3800 Laverne Avenue N. Lake Elmo, Minnesota 55042.

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

CITY OF LAKE ELMO

By: _____, Mayor

(SEAL)

AND

_____, City Clerk

DEVELOPER:

THE RYLAND GROUP, INC.

By: _____
Its: _____

STATE OF MINNESOTA)
 (ss.
COUNTY OF WASHINGTON)

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

NOTARY PUBLIC

STATE OF MINNESOTA)
 (ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2014, by The Ryland Group, Inc., a Maryland corporation, for and on behalf of the corporation.

NOTARY PUBLIC

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

**FEE OWNER CONSENT
TO
DEVELOPMENT CONTRACT**

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

Dated this ____ day of _____, 2____.

STATE OF MINNESOTA)
 (ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____,
2____, by _____.

NOTARY PUBLIC

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

**MORTGAGE CONSENT
TO
DEVELOPMENT CONTRACT**

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

Dated this _____ day of _____, 2_____.

STATE OF MINNESOTA)
 (ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2____, by _____.

NOTARY PUBLIC

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

EXHIBIT "A"
TO
DEVELOPMENT CONTRACT

Legal Description of Property Being Final Platted as Hunters Crossing

Outlot C, Hunters Crossing First Addition, according to the recorded plat thereof, Washington County, Minnesota

EXHIBIT "B"
TO
DEVELOPMENT CONTRACT
City Oversizing Payment Calculation

IRREVOCABLE LETTER OF CREDIT

No. _____
Date: _____

TO: City of Lake Elmo Dear Sir or Madam:

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

The draft must:

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

This Letter of Credit shall automatically renew for successive one-year terms unless, at least sixty (60) days prior to the next annual renewal date (which shall be November 30 of each year), the Bank delivers written notice to the Lake Elmo City Administrator that it intends to modify the terms of, or cancel, this Letter of Credit. Written notice is effective if sent by certified mail, postage prepaid, and deposited in the U.S. Mail, at least sixty (60) days prior to the next annual renewal date addressed as follows: City Administrator, City Hall, 3800 Laverne Ave. N. Lake Elmo Minnesota 55042 and is actually received by the City Administrator at least forty-five (45) days prior to the renewal date.

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

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

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

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

By: _____

Its: _____

**WATERMAIN OVERSIZE CREDIT
FOR
UTILITY AND STREET CONSTRUCTION
5th STREET
IN
LAKE ELMO, MN
May 30, 2015**

Section B - Watermain					
				Bid Estimate	
Item #	Contract Item	Unit	Unit Price	Quantity	Amount
WM-3	12" D.I.P. Class 52	LF	\$52.00	700	\$36,400.00
WM-4	12" 90 Bend	EA	\$510.00		\$0.00
WM-5	12" 45 Bend	EA	\$467.00		\$0.00
WM-6	12" x 6" Tee	EA	\$568.00	2	\$1,136.00
WM-7	12" x 8" Cross	EA	\$768.50		\$0.00
WM-8	12"x 12"Cross	EA	\$1,006.00		\$0.00
WM-9	12" x 8" Reducer	EA	\$525.00		\$0.00
WM-10	12" Plug	EA	\$291.00	1	\$291.00
WM-11	12" Gate Valve & Box	EA	\$2,860.00	1	\$2,860.00
WM-15					
Total Watermain Estimate Amount					\$40,687.00

Section B - Watermain					
				Bid Estimate	
Item #	Contract Item	Unit	Unit Price	Quantity	Amount
WM-3	8" D.I.P. Class 52	LF	\$38.75	700	\$27,125.00
WM-4	8" 90 Bend	EA	\$297.00		\$0.00
WM-5	8" 45 Bend	EA	\$255.00		\$0.00
WM-6	8" x 6" Tee	EA	\$318.00	2	\$636.00
WM-7	8" x 8" Cross	EA	\$510.00		\$0.00
WM-8	8"x 8"Cross	EA	\$510.00		\$0.00
WM-9	Reducer not required	EA			
WM-10	8" Plug	EA	\$145.00	1	\$145.00
WM-11	8" Gate Valve & Box	EA	\$1,575.00	1	\$1,575.00
WM-15					
Total Watermain Estimate Amount					\$29,481.00

Total Watermain Credit Amount	\$11,206.00
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**WATERMAIN OVERSIZE CREDIT
FOR
UTILITY AND STREET CONSTRUCTION
HUNTERS CROSSING - 2nd ADDITION
IN
LAKE ELMO, MN
May 30, 2015**

Section B - Watermain					
				Bid Estimate	
Item #	Contract Item	Unit	Unit Price	Quantity	Amount
WM-3	12" D.I.P. Class 52	LF	\$52.00	824	\$42,848.00
WM-4	12" 90 Bend	EA	\$510.00		\$0.00
WM-5	12" 22.5 Bend	EA	\$467.00	1	\$467.00
WM-6	12" x 6" Tee	EA	\$568.00	1	\$568.00
WM-7	12" x 6" Reducer	EA	\$525.00	1	\$525.00
WM-8	12"x 12"Tee	EA	\$1,006.00	2	\$2,012.00
WM-9	12" x 8" Reducer	EA	\$525.00	2	\$1,050.00
WM-10	12" Plug	EA	\$291.00		\$0.00
WM-11	12" Gate Valve & Box	EA	\$2,860.00	2	\$5,720.00
WM-15					
Total Watermain Estimate Amount					\$53,190.00

Section B - Watermain					
				Bid Estimate	
Item #	Contract Item	Unit	Unit Price	Quantity	Amount
WM-3	8" D.I.P. Class 52	LF	\$38.75	824	\$31,930.00
WM-4	8" 90 Bend	EA	\$297.00		\$0.00
WM-5	8" 22.5 Bend	EA	\$255.00	1	\$255.00
WM-6	8" x 6" Tee	EA	\$318.00	1	\$318.00
WM-7	8" x 8" Tee	EA	\$510.00	2	\$1,020.00
WM-8	8"x 6"Reducer	EA	\$210.00	1	\$210.00
WM-9	Reducer not required	EA			
WM-10	8" Plug	EA	\$145.00		\$0.00
WM-11	8" Gate Valve & Box	EA	\$1,575.00	2	\$3,150.00
WM-15					
Total Watermain Estimate Amount					\$36,883.00

Total Watermain Credit Amount	\$16,307.00
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MAYOR & COUNCIL COMMUNICATION

DATE: May 5, 2015
REGULAR
ITEM # 7

AGENDA ITEM: Village Preserve Final Plat

SUBMITTED BY: Nick M. Johnson, City Planner

THROUGH: Dean Zuleger, City Administrator

REVIEWED BY: Planning Commission
Kyle Klatt, Community Development Director
Jack Griffin, City Engineer
Greg Malmquist, Fire Chief
Stephen Mastey, City's Landscape Consultant

SUGGESTED ORDER OF BUSINESS:

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

POLICY RECCOMENDER: Planning Commission

FISCAL IMPACT: TBD – the City will be asked to review a developer's agreement concerning the final plat at its May 19th meeting. The agreement will include a detailed accounting of any development costs that will be the responsibility of the City.

SUMMARY AND ACTION REQUESTED: The City Council is being asked to consider a request from GWSA Land Development, LLC (Gonyea Companies) for approval of a final plat for the first phase of the Village Preserve residential development. The final plat includes 46 single-family residential lots, and the related construction plans for the improvements necessary to serve these homes. The City approved the Village Preserve Preliminary Plat on July 15, 2014, which covered approximately 39 acres of land within the Village Planning Area. There are 91 single family residential lots planned within the entire subdivision, and the final plat covers approximately half of the overall total of units that will eventually be platted.

The Planning Commission considered this matter at its April 27, 2015 meeting and unanimously recommended approval of the Village Preserve Final Plat subject to 11 conditions of approval. The suggested motions to adopt the Planning Commission recommendation is as follows:

“Move to adopt Resolution No. 2015-34, approving the Final Plat for the first phase of the Village Preserve residential subdivision.”

BACKGROUND INFORMATION:

Attached is the original detailed Staff report that was provided to the Planning Commission regarding the applicant's request for final plat approval. The staff report includes general information about the application, a summary of the relevant planning and zoning issues, a thorough review and analysis of the final plat (including a draft list of recommended conditions of approval), draft findings, and the Staff recommendation to the Planning Commission.

It should be noted that two critical path issues were identified at the time of the preliminary plat approval. First, the design of the Village Preserve subdivision proposed to discharge some of the water from the site to the property to the north, owned by Robert Engstrom Companies. The applicant was required to get written permission from Robert Engstrom Companies, which has now been submitted in the form of an agreement between the two parties (Attachment #5). This strategy to discharge stormwater to the north has been extensively reviewed by the Valley Branch Watershed District as part of a sub-watershed study of the Goetschel Pond sub-watershed. It should be noted that the applicants have obtained their Valley Branch Watershed District Permit (Attachment #14). The second critical path issue for the Village Preserve subdivision was the completing of sanitary sewer down to the Reid Park lift station, which is necessary to make the sewer operational. With the approval of the Easton Village Final Plat and the acceptance of the Construction Plans for the sanitary sewer, staff is confident that this issue has effectively been resolved. The construction of the last segment of sewer pipe is still necessary to serve the Village Preserve subdivision. The Eastern Village trunk sewer system will need to be in operation prior to the City issuing general building permits for the subdivision.

Finally, it should be noted that there are multiple improvements that are being coordinated between the Village Preserve and Wildflower at Lake Elmo developments. The agreement between Robert Engstrom Companies and Gonyea Companies identify who is responsible for the construction and payment of each joint-improvement. Should one of the two parties be delayed, the other party has the right to construct the improvements and be reimbursed according to the terms of the agreement. Staff and the Planning Commission are recommending a condition (Condition #10) that all the necessary improvements that are shared or outside of the subdivision must be complete for the general construction of homes is allowed to proceed.

PLANNING COMMISSION REPORT:

The Planning Commission reviewed the final plat application at its April 27, 2015 meeting. There was general discussion about the timing of the improvements with regards to the Wildflower at Lake Elmo subdivision. In addition, the Planning Commission was pleased that

there would be a trail connection offered to the northern preserve within the Wildflower at Lake Elmo subdivision.

The Planning Commission recommended approval of the Village Preserve Final Plat with 11 conditions of approval. The vote to recommend approval of the Village Preserve Final Plat was unanimous (Vote: 5-0).

STRENGTHS, WEAKNESSES, OPPORTUNITIES, THREATS (SWOT):

Strengths: The proposed final plat is consistent with the approved preliminary plat subject to the conditions being recommended by Staff and the Planning Commission.

Weaknesses: There remain conditions of approval must be met by the applicant, including revisions to the final construction plans to address comments from the City Engineer.

Opportunities: Approval of the plat application allows the development plans for the Village Preserve residential subdivision to proceed as planned in the Comprehensive Plan. Moving forward with sewer single family growth should allow the City to add additional users to the City's public sanitary sewer system, helping to finance the City's investments in sanitary sewer.

Threats: None

RECOMMENDATION:

Based on the aforementioned, the Planning Commission and Staff are recommending that the City Council approve the Village Preserve Final Plat through the following motion:

“Move to adopt Resolution No. 2015-34, approving the Final Plat for the first phase of the Village Preserve residential subdivision.”

ATTACHMENTS:

1. Resolution No. 2015-34
2. Staff Report to the Planning Commission, 4/27/15
3. Location Map
4. Application Forms and Project Narrative
5. Agreement on Joint Improvements w/Robert Engstrom Companies
6. Final Plat (3 sheets)
7. Final Grading Plans (3 sheets)
8. Final Landscape Plan (3 sheets)

9. Turn Lane Exhibit (2 sheets)
10. City Engineer Review Memorandum, dated 4/14/15
11. Fire Chief Review Memorandum, dated 4/20/15
12. Landscape Consultant Review Memorandum, dated 4/22/15
13. Washington County Review Email w/Exhibit, dated 4/21/15
14. Valley Branch Watershed District Permit, dated 3/18/15

MATERIALS NOT ATTACHED BUT AVAILABLE UPON REQUEST:

1. Final Street Plans
2. Final Utility Plans
3. Final Storm Plans
4. Final Erosion Control Plans

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

RESOLUTION NO. 2015-34

*A RESOLUTION APPROVING A FINAL PLAT FOR THE VILLAGE PRESERVE
RESIDENTIAL SUBDIVISION*

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

WHEREAS, GWSA Land Development, LLC, 10850 Old County Road 15, Suite 200, Plymouth, MN 55441 has submitted an application to the City of Lake Elmo ("City") for a Final Plat for the first phase of the Village Preserve residential subdivision, a copy of which is on file in the City of Lake Elmo Community Development Department; and

WHEREAS, the City approved the Village Preserve Preliminary Plat on July 15, 2014; and

WHEREAS, the proposed Village Preserve Final Plat includes 46 single family residential lots within a planned subdivision on one parcel of land (PID: 12.029.21.33.0001) in the Village Planning Area; and

WHEREAS, the Lake Elmo Planning Commission adopted a motion recommending approval of the Final Plat subject to 11 conditions of approval; and

WHEREAS, the Lake Elmo Planning Commission has submitted its report and recommendation concerning the Final Plat as part of a memorandum to the City Council for the May 5, 2015 Council Meeting; and

WHEREAS, the City Council reviewed the Village Preserve Final Plat at its meeting held on May 5, 2015 and made the following findings of fact:

- 1) That the Village Preserve Final Plat is consistent with the Preliminary Plat and Plans as approved by the City of Lake Elmo on July 15, 2014.
- 2) That the Village Preserve Final Plat is consistent with the Lake Elmo Comprehensive Plan and the Future Land Use Map for this area.
- 3) That the Village Preserve Final Plat complies with the City's Urban Low Density Residential zoning district.
- 4) That the Village Preserve Final Plat complies with all other applicable zoning requirements, including the City's landscaping, storm water, sediment and erosion control and other ordinances, except as noted in this report or attachment thereof.

- 5) That the Village Preserve Final Plat complies with the City's subdivision ordinance.
- 6) That the Village Preserve Final Plat is consistent with the City's engineering standards with the exceptions noted by the City Engineer in his review comments to the City dated April 14, 2015.

NOW, THEREFORE, BE IT RESOLVED THAT the City Council does hereby approve the Village Preserve Final Plat subject to the following conditions:

- 1) Final grading, drainage, and erosion control plans, utility plans, sanitary and storm water management plans, and street and utility construction plans shall be reviewed and approved by the City Engineer prior to the recording of the Final Plat. All changes and modifications to the plat and plans requested by the City Engineer in a memo dated 4/14/15 shall be incorporated into these documents before they are approved.
- 2) Prior to the release of Final Plat for recording, the developer shall provide evidence in a form satisfactory to the City Attorney that warrants it has fee interest in area included in the Village Preserve Final Plat.
- 3) Prior to the release of the Final Plat for recording, the Developer shall enter into a Developer's Agreement acceptable to the City Attorney and approved by the City Council that delineates who is responsible for the design, construction, and payment of the required improvements with financial guarantees therefore.
- 4) All easements as requested by the City Engineer and Public Works Department shall be documented on the Final Plat prior to the release of the Final Plat for recording.
- 5) A Common Interest Agreement concerning management of the common areas of Village Preserve and establishing a homeowner's association shall be submitted in final form to the Community Development Director before a building permit may be issued for any structure within this subdivision. Said agreement shall comply with Minnesota Statutes 515B-103, and specifically the provisions concerning the transfer of control to the future property owners. The applicant shall also enter into a maintenance agreement with the City that clarifies the individuals or entities responsible for any landscaping installed in areas outside of land dedicated as public park and open space on the Final Plat.
- 6) As part of the development agreement for the 1st phase of the Village Preserve development, the applicant shall provide fees in lieu of land dedication for a minimum of 1.57 acres of land to fulfill the City's parkland dedication requirements prior to the release of Final Plat for recording. The fee can be provided in a pro-rated amount for the Phase 1 Area or in an amount addressing the total residential portion of the site.
- 7) The Final Landscape Plan shall include irrigation plans and additional detail of the entry median adjacent to Lake Elmo Avenue. The Final Landscape Plans shall be approved prior to the release of Final Plat for recording.

- 8) The applicant shall provide evidence that all conditions attached to the Valley Branch Watershed District permit for the Final Plat and associated grading work have been met prior to the release of the Final Plat for recording.
- 9) The applicant shall update the Lake Elmo Ave. improvements per the direction of Washington County prior to the Final Plat being released for recording. The applicant is responsible to construct all necessary improvements to Lake Elmo Ave.
- 10) All public improvements outside of the Village Preserve site needed to serve the residential subdivision, including the Eastern Village Sewer and facilities shared with the Wildflower at Lake Elmo development, must be completed prior to the issuance of building permits, with the exception of approved model home permits, in the Village Preserve residential subdivision.
- 11) All outlots containing stormwater management facilities or public parkland shall be deeded to the City upon recording the final plat.

Passed and duly adopted this 5th day of May, 2015 by the City Council of the City of Lake Elmo, Minnesota.

Mike Pearson, Mayor

ATTEST:

Adam Bell, City Clerk



PLANNING COMMISSION
DATE: 4/27/15
AGENDA ITEM: 5B – BUSINESS ITEM
CASE # 2015-16

ITEM: Village Preserve Final Plat

SUBMITTED BY: Nick Johnson, City Planner

REVIEWED BY: Kyle Klatt, Community Development Director
Jack Griffin, City Engineer
Washington County Public Works
Valley Branch Watershed District
Greg Malmquist, Fire Chief
Stephen Mastey, Landscape Architecture, Inc.

SUMMARY AND ACTION REQUESTED:

The Planning Commission is being asked to consider an application for a Final Plat submitted by GWSA Land Development, LLC. The Final Plat application represents the first phase of the Village Preserve residential development and includes 46 single family residential lots. The proposed project is located north of 39th Street, immediately east of Lake Elmo Ave. and immediately west of the planned Wildflower at Lake Elmo residential development. Staff is recommending approval of the Village Preserve Final Plat subject to compliance with 10 conditions as noted in this report.

GENERAL INFORMATION

Applicant: GWSA Land Development, LLC (Craig Allen); 10850 Old County Road 15, Suite 200, Plymouth, MN 55441

Property Owners: Schiltgen Farms, Inc.; 10880 Stillwater Blvd. N., Lake Elmo, MN 55042

Location: Part of Sections 12, Township 29 North, Range 21 West in Lake Elmo, north of 39th Street and east of Lake Elmo Avenue (CSAH 17). PID Number: 12.029.21.33.0001.

Request: Application for a Final Plat for the 1st phase of the Village Preserve residential subdivision. The Final Plat (1st Phase of Village Preserve) includes 46 single family lots and various outlots planned for stormwater management, parkland and future residential lots.

Existing Land Use and Zoning: Vacant agricultural land. Current Zoning: RT – Rural Development Transitional Zoning District; Proposed Zoning: LDR - Urban Low Density Residential

Surrounding Land Use and Zoning: North – vacant/agricultural land (likely flood plain); west – agricultural land, guided for Village Urban Low Density Residential (V-LDR); south – vacant land guided for Village Mixed-Use (VMX); east – vacant/agricultural land guided for

	Village Medium Density Residential (V-MDR) and planned for Wildflower at Lake Elmo planned residential development
<i>Comprehensive Plan:</i>	Village Urban Medium Density Residential (2.5 – 4.99 units per acre).
<i>History:</i>	Sketch Plan review by Planning Commission on 3/10/14. Sketch Plan review by the Park Commission on 3/17/14. The Village Preserve Preliminary Plat was approved by the City Council on 7/15/14 (Resolution #2014-59). Park Plan reviewed by Park Commission on 4/20/15.
<i>Deadline for Action:</i>	Application Complete – 3/20/2015 60 Day Deadline – 5/19/2015 Extension Letter Mailed – N/A 120 Day Deadline – 7/20/2015
<i>Applicable Regulations:</i>	Chapter 153 – Subdivision Regulations Article 10 – Urban Residential Districts (LDR) §150.270 Storm Water, Erosion, and Sediment

REQUEST DETAILS

The City of Lake Elmo has received a request from GWSA Land Development, LLC for a Final Plat to subdivide 39.8 acres of land located within the northern portion of the Village Planning Area. The Final Plat would represent the first phase of the Village Preserve residential subdivision and include 46 single family lots, as well as various outlots planned for stormwater management, parkland, trails, and future single family lots as guided by the approved Preliminary Plat. The proposed plat is located north of 39th Street, immediately east of Lake Elmo Ave. (CSAH 17), and immediately west of the planned Wildflower at Lake Elmo subdivision. The subject properties have historically been used for agricultural purposes.

The final plat area represents the initial project phase of the Village Preserve residential subdivision, which is planned to be constructed in two phases. The developer intends to build homes in the western half of the site in the first phase. The developer will be conducting final mass grading on the entirety of the site as part of the 1st phase of development, whereas the street and utility construction will follow the proposed phasing as demonstrated on the plans. The applicant has submitted detailed construction plans related to sanitary sewer, water main, storm sewer, grading, drainage, landscaping, and other details that have been reviewed by the City Engineer, Fire Chief and Landscape Consultant.

The City's subdivision ordinance establishes the procedure for obtaining final subdivision approval, in which case a final plat may only be reviewed after the City takes action on a preliminary plat. As long as the final plat is consistent with the preliminary approval, it must be approved by the City. Please note that the City's approval of the Village Preserve Preliminary Plat did include a series of conditions that must be met by the applicant, which are addressed in the "Review and Analysis" section below. Staff has reviewed the final plat and found that it is consistent with the preliminary plat that was approved by the City on July 15, 2014. Please note that the final plat and construction plans now include approved street names for the subdivision.

The City Engineer has reviewed the final plat, and his comments are attached to this report. The majority of the Engineer's comments focus on the easement and outlot boundaries provided in the plat. Although there are some additional revisions and additions necessary for the Final Plat and final

construction plans that need to be addressed by the applicant, the revisions can be made before the City releases the final plat for recording. Staff is recommending that all revisions and modifications noted within the City Engineer's review memorandum date 4/13/15 be completed prior to the release of Final Plat for recording as a condition of approval.

FINAL PLAT REVIEW AND ANALYSIS

The preliminary plat for Village Preserve was approved with several conditions, which are indicated below along with Staff's comments on the status of each. For those items and issues that are not directly addressed below, Staff has provided additional comments following the preliminary plat conditions list. Staff is recommending approval of the final plat, but with additional conditions intended to address the outstanding issues that will require additional review and/or documentation.

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

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

- 1) Within six months of preliminary plat approval, the applicant shall complete the following:
 - a. The applicant shall provide adequate title evidence satisfactory to the City Attorney. *The applicant has communicated to staff that the purchase of the property is contingent upon Final Plat approval, and title evidence will be provided to the City Attorney prior to the plat being recorded. Adequate title evidence is an important step prior to the plat being recorded, not prior to consideration of final plat. Staff has determined that the inclusion of this condition was done in error.*
 - b. The applicant shall submit a revised Preliminary Plat and plans meeting all conditions of approval. All of the above conditions shall be met prior to the City accepting an application for Final Plat and prior to the commencement of any grading activity on the site. *With regards to updated preliminary plans, the applicant has submitted final construction plans and a draft final plat for all portions of the site to address the review comments of the City Engineer. As opposed to updated preliminary plans, the applicant has chosen to provide final plats and plans for the entire site. Taking this approach will not only allow for the City to document all easements and improvements on the site in final form, but will allow for an easier review process for future phases of the Village Preserve subdivision. These final plans for the whole site will provide a more-than-adequate record of the review of the Village Preserve project for future use.*
- 2) The City Engineer shall review and approve all revised Preliminary Plans that are submitted to the City in advance of Final Plat to satisfy Condition #1. *The engineer has reviewed the full final plat and final construction plan set for the entire Village Preserve site. The engineer's review comments for the plat and constructions plans are attached to this report (Attachment #9). The applicant has since submitted updated plans. Upon early review, it appears that most of the Engineer's review comments have been addressed. The City Engineer's review is likely to be complete prior to the Planning Commission's review of the*

final plat. Because the majority of these comments are related to the construction plans and finalizing these plans for construction, Staff is recommending that the Planning Commission complete its review of the final plat subject to final approval of the final construction plans by the City Engineer.

- 3) The Preliminary Plat approval is conditioned upon the applicant meeting all minimum City standards and design requirements. *The applicant has acknowledged that it is necessary to meet all City standards and design requirements. The City Engineer has identified final modifications to construction plans in a memorandum dated 4/13/15. Staff is recommending that the final modifications to the final plat and construction plans be required as a condition of approval (Condition #1).*
- 4) All required modifications to the plans as requested by the City Engineer in a review letter dated June 23, 2014 shall be incorporated into the plans prior to consideration of a Final Plat. *The applicant has submitted final plans for the entirety of the Village Preserve site to address review comments from the City Engineer. The Engineer has reviewed the updated plans for the total site and submitted two review memorandums; one focused on final plat and one focused on final construction plans.*
- 5) The developer shall follow all of the rules and regulations spelled out in the Wetland Conservation Act, and shall acquire the needed permits from Valley Branch Watershed District prior to the commencement of any grading or development activity on the site. *The applicant has obtained the necessary permit from Valley Branch Watershed District (see Attachment #11). The issued permit contains several conditions that must be followed by the applicant. Staff is recommending as a condition of approval (Condition #8) that the applicant provide evidence that all conditions of the Valley Branch permit have been met.*
- 6) Related to proposed storm water discharge to the north, the applicant must provide written permission from the property owner of the parcel located immediately north of the proposed Village Preserve subdivision consenting to the discharge location, volume and rate(s) in advance of submitting Final Plat. *The applicant has submitted an agreement (Attachment #3) between GWSA Land Development, LLC and Robert Engstrom Companies outlining the terms and conditions of joint improvements that serve both the Village Preserve and Wildflower at Lake Elmo sites. Provision #2 of the agreement includes written permission by Robert Engstrom Companies to allow stormwater from the Village Preserve site to be discharged to the north. Through the submission of the agreement outlining joint-improvements, this condition has been completed.*
- 7) The applicant shall be responsible for the submission of final plans and the construction of all improvements within the Lake Elmo Avenue (CSAH 17) right-of-way as required by Washington County and further described in the review letter received from the County dated June 24, 2014. *The applicants have submitted updated final plans for proposed improvements on Lake Elmo Ave. (Attachment #8) to Washington County. The County has responded with additional review comments (Attachment #12) for the proposed improvements. Staff would recommend that completion of the plans and improvements to Lake Elmo Ave. as directed by Washington County be included as a condition of approval (Condition #9) for the Village Preserve Final Plat.*

- 8) The Landscape Plan shall be updated per the recommendations of the City's Landscape Consultant, describe in a memo dated 6/25/14. *The developer has submitted updated landscape plans as part of the final plat application. The final landscape plan has been reviewed by the City's landscape consultant, Stephen Mastey. The landscape consultant has communicated that the plan properly addresses the City's landscape and tree preservation ordinances, and has provided a thoughtful and varied landscape plan. Two additional items requested by Mastey include irrigation plans for the development and additional detail of the entry median adjacent to Lake Elmo Avenue. Staff would recommend a condition of approval (Condition #7) that these additional details be submitted to the City prior to executing the final plat.*
- 9) The developer shall be required to submit an updated parkland dedication calculation in advance of Final Plat to clarify the proposed amount of dedication being provided in the Village Preserve Subdivision. For whatever amount of land the applicant is short of the required parkland dedication amount, the applicant will either:
 - a. Subdivide the parcel under contract with Schiltgen Farms, Inc. and dedicate the land being proposed for parkland dedication east of Reid Park; or
 - b. Post an escrow in the amount equal to the fees in lieu of land dedication for the equal market value of the remaining land dedication requirement for Village Preserve until such time the land is dedicated east of Reid Park.

The applicant is proposing to purchase, subdivide and dedicate land east of Reid Park to fulfill the necessary parkland dedication amount for the Village Preserve residential subdivision. However, this action will not be completed prior to the consideration of the Final Plat and Development Agreement by the City Council. Therefore, the applicant is proposing to post fees in lieu of land dedication until such time that the land east of Reid Park is dedicated to the City. The total required parkland dedication for the entire site would be 3.98 acres, while the required dedication amount only for phase 1 of the subdivision would be 2.56 acres. Within phase 1 of the development, the applicants are providing 0.99 acres of parkland, resulting in a minimum fee amount equivalent to 1.57 acres (2.56 acres - 0.99 acres = 1.57 acres) to address parkland needs in phase 1. The applicant has an option to address the parkland dedication amount for the total site or in a prorated amount for phase 1 of the development. Staff is recommending that the developer be required to submit the necessary fee amount for the City to hold in escrow until the necessary amount of parkland is dedicated to the City. The dedication of parkland to the east of Reid Park is consistent with the City's Comprehensive Plan and the direction provided by the City's Park Commission.

- 10) Secondary access to the site must be provided as part of the 2nd phase of the Village Preserve Subdivision. Said access must be included in the Final Plat and final construction documents for the 2nd phase of the development. *Per the agreement with Robert Engstrom Companies and the likely timing of improvements within the Wildflower at Lake Elmo residential development, secondary access to the Village Preserve subdivision will likely be provided as part of the 1st phase of the development.*
- 11) The applicant must enter into a separate grading agreement with the City prior to the commencement of any grading activity in advance of final plat and plan approval. The City

Engineer shall review any grading plan that is submitted in advance of a final plat, and said plan shall document extent of any proposed grading on the site. *The applicant has communicated to staff that no grading will commence on the site prior to the final plat and development agreement being approved by the City. Staff does not anticipate grading to occur prior to all approvals are in place for the Village Preserve subdivision. The applicant will be required to fulfill all conditions of plat approval prior to construction activity commences.*

- 12) Application for Final Plat for the Village Preserve subdivision will not be accepted until approved plans for the extension of sanitary sewer to the site have been accepted or ordered by the City. *The Eastern Village Sewer Project was ordered in 2014 and is nearly complete. The project includes the installation of sanitary sewer from just south of the railroad tracks north through the eastern side of the Village up through 39th Street. The final segment of sanitary sewer need to complete the eastern trunk system would extend from the railroad tracks to the lift station east of Reid Park. The plans that complete this connection have been submitted to the City as part of the Easton Village Final Plat. The Easton Village Final Plat was approved by the City Council in February of 2015. Completion of this sewer segment is a condition of approval for the 1st phase of Easton Village. In addition to the final plat approval, the City Council has approved a development contract for Easton Village that includes the trunk sewer line that will connect the 39th Street sewer to the 40th Street lift station. The final construction plans for Easton Village have been submitted for review by the City and are close to receiving final approval from the City Engineer.*

It is important to note that City staff has confidence in the completion of the eastern sewer system given the process and approvals that have occurred. However, it is important that no homes be built prior the sewer being operational. With the exception of model homes, staff recommends that no building permits are issued in Village Preserve until the eastern sewer is fully operational. In addition, any model homes that are constructed prior to the sewer being operational should not be eligible for certificate of occupancy. The recommended condition of approval is listed as Condition #10.

- 13) All of the outlots within the Village Preserve Preliminary Plat that serve as parkland or storm water management shall be dedicated to the City. *With the exception of Outlot C, all of the outlots in the Village Preserve Final Plat shall be dedicated to the City. All of these outlots serve either a stormwater management or parkland purpose. Staff recommends that the dedication of all outlots other than Outlot C be a condition of final plat approval.*

Staff is recommending that the conditions noted above that pertain to the Final Plat and that have not yet been addressed by the applicant should be adopted with the Final Plat. The City Engineer's review letter does identify modifications related to easements and construction plans that need to be addressed by the developer in order for the City to provide final approval the final plat and plans. However, staff is confident that the requested plat revisions are feasible without compromising the design of the plat. Staff is recommending that City Officials not sign the final plat mylars until the City's construction plan review is finalized and all necessary easements are documented on the Final Plat.

In addition to the plans revisions noted above, it is important to recognize that there a number of improvements proposed for the subdivision that are shared improvements with the Wildflower at Lake Elmo subdivision. The Wildflower planned development recently received Preliminary Plat

and Preliminary PUD Plan approval in April of 2015. The improvements that are shared between the developments are identified in the City Engineer's memorandum and include sanitary sewer, the Layton Ave. access, and multiple stormwater management facilities. To address the timing and logistics of the construction of the shared improvements, the applicant has submitted an agreement between the applicant and Robert Engstrom Companies detailing the responsibilities and rights of the two parties. Should the construction of improvements completed by Robert Engstrom Companies be delayed for whatever reason, the GWSA Land Development, LLC has the right to construct the improvements and be reimbursed by Robert Engstrom Companies. Robert Engstrom Companies has given City staff every indication that the first phase of the Wildflower at Lake Elmo development will be constructed this year. Nevertheless, it is important that all improvements necessary for the Village Preserve development be constructed prior to the issuance of building permits for the subdivision. Staff is recommending a condition of approval that all shared improvements necessary for the first phase of the Village Preserve subdivision be constructed prior to the issuance of building permits.

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

The recommended conditions are as follows:

Recommended Conditions of Approval:

- 1) Final grading, drainage, and erosion control plans, utility plans, sanitary and storm water management plans, and street and utility construction plans shall be reviewed and approved by the City Engineer prior to the recording of the Final Plat. All changes and modifications to the plat and plans requested by the City Engineer in a memo dated 4/13/15 shall be incorporated into these documents before they are approved.
- 2) Prior to the release of Final Plat for recording, the developer shall provide evidence in a form satisfactory to the City Attorney that warrants it has fee interest in area included in the Village Preserve Final Plat.
- 3) Prior to the release of the Final Plat for recording, the Developer shall enter into a Developer's Agreement acceptable to the City Attorney and approved by the City Council that delineates who is responsible for the design, construction, and payment of the required improvements with financial guarantees therefore.
- 4) All easements as requested by the City Engineer and Public Works Department shall be documented on the Final Plat prior to the release of the Final Plat for recording.
- 5) A Common Interest Agreement concerning management of the common areas of Village Preserve and establishing a homeowner's association shall be submitted in final form to the Community Development Director before a building permit may be issued for any structure within this subdivision. Said agreement shall comply with Minnesota Statutes 515B-103, and specifically the provisions concerning the transfer of control to the future property owners. The applicant shall also enter into a maintenance agreement with the City that clarifies the individuals or entities responsible for any landscaping installed in areas outside of land dedicated as public park and open space on the Final Plat.

- 6) As part of the development agreement for the 1st phase of the Village Preserve development, the applicant shall provide fees in lieu of land dedication for a minimum of 1.57 acres of land to fulfill the City's parkland dedication requirements prior to the release of Final Plat for recording. The fee can be provided in a pro-rated amount for the Phase 1 Area or in an amount addressing the total residential portion of the site.
- 7) The Final Landscape Plan shall include irrigation plans and additional detail of the entry median adjacent to Lake Elmo Avenue. The Final Landscape Plans shall be approved prior to the release of Final Plat for recording.
- 8) The applicant shall provide evidence that all conditions attached to the Valley Branch Watershed District permit for the Final Plat and associated grading work have been met prior to the release of the Final Plat for recording.
- 9) The applicant shall update the Lake Elmo Ave. improvements per the direction of Washington County prior to the Final Plat being released for recording. The applicant is responsible to construct all necessary improvements to Lake Elmo Ave.
- 10) All public improvements outside of the Village Preserve site needed to serve the residential subdivision, including the Eastern Village Sewer and facilities shared with the Wildflower at Lake Elmo development, must be completed prior to the issuance of building permits in the Village Preserve residential subdivision.

DRAFT FINDINGS

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

- 1) That the Village Preserve Final Plat is consistent with the Preliminary Plat and Plans as approved by the City of Lake Elmo on July 15, 2014.
 - 2) That the Village Preserve Final Plat is consistent with the Lake Elmo Comprehensive Plan and the Future Land Use Map for this area.
 - 3) That the Village Preserve Final Plat complies with the City's Urban Low Density Residential zoning district.
 - 4) That the Village Preserve Final Plat complies with all other applicable zoning requirements, including the City's landscaping, storm water, sediment and erosion control and other ordinances, except as noted in this report or attachment thereof.
 - 5) That the Village Preserve Final Plat complies with the City's subdivision ordinance.
 - 6) That the Village Preserve Final Plat is consistent with the City's engineering standards with the exceptions noted by the City Engineer in his review comments to the City dated April 14, 2015.
-

RECCOMENDATION:

Staff is recommending approval of the Village Preserve Final Plat with the 10 conditions of approval as listed in the Staff report. The suggested motion is the following:

“Move to recommend approval of the Village Preserve Final Plat with the 10 conditions of approval as drafted by Staff based on the findings of fact listed in the Staff Report.”

ATTACHMENTS:

1. Location Map
2. Application Forms and Project Narrative
3. Agreement on Joint-Improvements w/Robert Engstrom Companies
4. Final Plat (3 sheets)
5. Final Site/Phasing Plan (1 sheet)
6. Final Grading Plans (3 sheets)
7. Final Landscape Plan (3 sheets)
8. Turn Lane Exhibit (2 sheets)
9. City Engineer Review Memorandum, dated 4/14/15
10. Fire Chief Review Memorandum, dated 4/20/15
11. Landscape Consultant Review Memorandum, dated 4/22/15
12. Washington County Review Email w/Exhibit, dated 4/21/15
13. Valley Branch Watershed District Permit, dated 3/18/15

NOT ATTACHED BUT AVAILABLE UPON REQUEST:

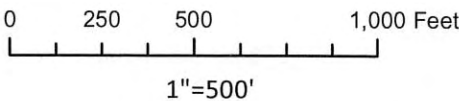
1. Final Street Plans
2. Final Utility Plans
3. Final Storm Plans
4. Final Erosion Control Plans

ORDER OF BUSINESS:

- Introduction Planning Staff
- Report by Staff Planning Staff
- Questions from the Commission Chair & Commission Members
- Discussion by the Commission Chair & Commission Members
- Action by the Commission Chair & Commission Members



Location Map: 12.029.21.33.0001

 Data Source: Washington County, MN 3-7-2014	 12.029.21.33.0001 (Sketch Plan Location)		
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Date Received: _____
Received By: _____
LU File #: _____



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

FINAL PLAT APPLICATION

Applicant: GWSA Land Development, LLC
Address: 10850 Old County Road 15, Suite 200, Plymouth, MN 55441
Phone #: 952-270-4493
Email Address: CRAIG@GwsaCompany.com

Fee Owner: Schiltgen Farms, Inc
Address: 10880 Stillwater Blvd N., Lake Elmo, MN 55042
Phone #: 651-303-8188
Email Address: Pete.Schiltgen@gmail.com

Property Location (Address and Complete (long) Legal Description): The Southwest Quarter of the Southwest Quarter of Section 12, Township 29 North, Range 21 West, Washington County, Minnesota

General information of proposed subdivision: 91 Single family homes on +/- 39.84 acres of land located on the east side of Lake Elmo Avenue, approximately 525 feet north of 39th Street North

Final plat for Phase I - 46 Single family homes

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: 2/17/15

Fee Owner Signature: _____ Date: _____



Lake Elmo City Hall
651-747-3900
3800 Lavene 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 CRAIG ALLEN
(Please Print)

Street address/legal description of subject property The Southwest Quarter of The
Southwest Quarter of Section 12, Township 29 North, Range
21 West, Washington County, Minnesota

Craig Allen
Signature

2/17/15
Date

FEE OWNER:

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

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

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



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

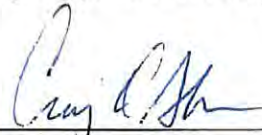
ACKNOWLEDGEMENT OF RESPONSIBILITY

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

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

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

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

Signature of applicant  Date 2/17/15
Name of applicant CRAG ALLEN Phone 952-270-4443
(Please Print)

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



**Village Preserve
Development Narrative
Phase 1
April 20, 2015**

Developer Introduction:

GWSA LAND DEVELOPMENT, LLC.
Craig Allen
10850 Old County Road 15
Suite 200
Plymouth, Minnesota 55441
Telephone: 952-270-4473
Email: craig@gonyeacompany.com

The developer is proposing a community of 91 single family homes on +/- 39.84 acres of land located on the east side of Lake Elmo Avenue (CASH17), approximately 525 feet north of 39th Street North. The developer is requesting Final Plat for 46 of the 91 single family homes in Phase 1 on +/- 25.6 acres of the total +/-39.84. This proposed residential development will consist of higher end single family homes. It is anticipated that these homes will range in price from \$400,000 to \$750,000. The development is located in an area of Lake Elmo with easy access to the transportation system. This will provide the future home owners a secluded place to live that is located within minutes of all the amenities Lake Elmo has to offer with the regional facilities of the larger metropolitan area.

Village Preserve

The project is anticipated to be constructed in two phases. The primary access is Lake Elmo Avenue. A community amenity area/park will be developed (proposed Outlot D) between the Village Preserve development and the proposed Wildflower at Lake Elmo development. Village Preserve is located within the Stillwater School District #834.

Development Team:

Civil Engineering, Surveying & Land Planning

Sathre-Bergquist, Inc.

Robert S. Molstad, P.E.
David B. Pemberton, P.L.S.
150 South Broadway
Wayzata, Minnesota 55391
Telephone: 952-476-6000
Facsimile: 952-476-0104
Email: molstad@sathre.com
Email: pemberton@sathre.com

Wetland & Biological Sciences

Kjolhaug Environmental Services

Melissa Barrett
26105 Wild Rose Lane
Shorewood, MN 55331

Telephone: 952-401-8757
Email: Melissa@kjolhaugenv.com

Soil Sciences

Haugo GeoTechnical Services

Paul Haugo
13570 Grove Drive #278
Maple Grove, MN 55311
Telephone: (612) 554-4829
Email: p.haugo@gmail.com

Property Ownership:

Schiltgen Farms, Inc.
PID: 1202921330001
The Southwest Quarter of the Southwest Quarter of Section 12, Township 29 North, Range 21 West,
Washington County, Minnesota.

Pete Schiltgen
10880 Stillwater Blvd. North
Lake Elmo, MN 55042
Telephone: (651) 303-8188
Peteschiltgen@gmail.com

Comprehensive Plan, Zoning, Density, & Variances:

The planned Land Use is Village Urban Medium Density. On the Village Land Use Plan, the project site is classified as Village Urban Medium Density (V-MDR). The density range for V-MDR is 2.5 – 4.99 units per acre. The attached final plat shows 46 single family lots that are a minimum width of 65 feet. The smallest lot area is L4B4 – 8,455 sf and the largest lot area is L7B1 at 20,480 sf, with an average lot area of 12,469 for the entire project.

Lake Elmo Zoning:

LDR District
Minimum Lot Area – 8,000 square feet
Minimum Width – 60 feet
Front Yard Setback – 25 feet
Side Yard Setback – 5 feet to garage and 10 feet to living space
Corner Yard Setback – 15 feet
Rear Yard Setback – 20 feet

Density:

Total Site:

Gross Site Area: 39.84 acres
Gross Density = $91/39.84 = 2.28$ units per acre

CSAH 17 ROW: 2.27 acres

Open Space: 1.22 acres
Net Area: $39.84 - 2.27 - 1.22 = 36.35$ acres
Net Density = $91/36.35 = 2.50$ units per acre

Variances – No variances are proposed.

A final plat lot area tabulation sheet for Phase 1 is in Appendix A of this narrative.

Site Analysis:

The site is bordered on the north and east by the proposed Wildflower at Lake Elmo development, a Robert Engstrom Development. The site is bordered on the west by Lake Elmo Avenue and on the south by future commercial properties. The primary access to the site will be via Lake Elmo Avenue with a second access from 39th Street North via Layton Avenue North.

The site is currently being used for agricultural purposes. Please refer to the ALTA Survey and the aerial photos. Utility service, sanitary sewer will be provided to the site as part of the proposed Trunk Sanitary Sewer project that will extend sewer service from the new lift station at Reid Park, north to the Site. Watermain exists on the east side of Lake Elmo Avenue and will be extended to the south east corner of the project from 39th Street North. Storm water will be managed and outlet from the site in accordance with the City and Watershed requirements. The site is within the Valley Branch Watershed District. Minor utilities (gas, electric, phone, and TV) will need to be extended to service the site.

The topography of the site is relatively flat on most of the site, 940 to 945 along Lake Elmo Avenue and sloping southeast to 938 at the south east corner. The highest elevations are in the northwest corner at +/- 955. There is an existing slope in the north central portion of the site that slopes from 940 down to 920.

There are no wetlands on the site.

The USDA Soil Survey of the project site indicates Antigo Silt Loams, Campia Silt Loams, and Mahtomedi Loamy Sand. The soils that are present consist of mostly moderately well drained loams and sandy loams with a moderate permeability.

Street Design:

Village Preserve proposes to have public streets; the public streets within the project would be 28' B-B, with a sidewalk along one side of the street, within a 60' ROW. The cul-de-sacs will have a 45' radius to the back of curb. All streets will be constructed to the City of Lake Elmo standard street section.

Utility Services:

City sanitary sewer will need to be extended to the site. Water is currently available to serve the site, see notes above.

Site Grading:

The site grading is planned to begin in the spring of 2015. The project will be graded in one phase. The overall graded area is +/- 38 acres. We are proposing to grade all streets to the proposed hold downs and prepare corrected building pads for all home sites. We are creating three storm water ponding areas and

two infiltration areas to meet the storm water treatment requirements of the City and the Watershed. It is our design objective to balance the site with on-site material, some import of suitable structural fill material may be necessary for building pad, and street.

Storm water:

The storm water facilities proposed in Village Preserve are illustrated on the enclosed preliminary plans. Runoff from the site will be directed to storm sewer inlet locations, collected and conveyed to the proposed treatment pond(s) and filtration area(s). The ponds and filtration areas will provide temporary storage of storm water runoff, treatment of storm water and sediment removal. The storm water plan will provide adequate treatment and storage to meet the City of Lake Elmo and the Valley Branch Watershed District requirements.

Wetlands:

There are no wetlands on the site.

Traffic:

Village Preserve proposes one primary access point off of Lake Elmo Avenue and a secondary street connection to 39th Street North via Layton Avenue North.

Traffic Generation – (anticipate 10 trips per day per home site)

Total Site: 91 Lots = 910 trips per day

Phase 1: 46 Lots = 460 trips per day

The additional traffic generated from this site is not anticipated to have a noticeable impact on the existing traffic in the area and is on the lower end of the proposed Comprehensive Plan guiding.

Trail System:

Six-foot concrete sidewalks are proposed along residential streets within the site. In addition, there are 8.5 foot trails proposed to promote neighborhood connectivity as well as encourage and expand pedestrian use of Downtown.

Park:

The neighborhood park and a majority of the trails will be installed with Phase 1 of the development. The developer is proposing dedicating land adjacent to Reid Park in lieu of park dedication fees. The developer is working with Robert Engstrom Companies and the Lake Elmo Park Commission on possible park improvements.

Woodland Areas & Protection:

I. Introduction

A current tree survey in accordance with City of Lake Elmo requirements has been completed for this site and is included in the submittal. The tree inventory plan is shown on the Erosion Control Plan. Only 14 trees were identified, per the City requirements.

II. Tree Species, Distribution and Size:

The site has 318 caliper inches of significant trees, with 15 caliper inches of exempt trees for a net total of 303 caliper inches. The trees are located throughout the site. The species include Cherry, Maple, Box Elder, Red Cedar and a few others. A table containing data on the trees, as well as a map which shows tree location, species, size and condition, are shown in the preliminary plans, please see the Erosion Control Plan.

Tree Removal & Restitution:

The Village Preserve development will impact approximately 61.4% of the significant trees on the site. The development is over the allowable 30% threshold and a proposed replacement plan has been prepared for the project.

Landscape Plan, Monuments, & Entrance:

This development will have a divided entry off of Lake Elmo Avenue and some small berming along Lake Elmo Avenue. Many of the lots will have pond views or overlook views, due to the site topography. The storm water pond and treatment areas will have landscaping to create unique water treatment facilities for the proposed project. A custom entry monument may be designed and constructed at the proposed entrance(s). This will create a sense of luxury and livability for the new single family residents, while providing safer access to the site.

Homeowner's Association and Restrictive Covenants:

The developer will prepare restrictive covenants and standards that will apply to this 91 lot project. The restrictive covenants will be tailored to the developer's vision of the project. Each home will be required to meet the specifics of building types, landscaping, and overall goals of the development.

A master HOA will be created for the Village Preserve project. This association will be in charge of the monumentation, entrance, landscaping, and infiltration basins. The HOA will also be responsible for maintenance issues within the subdivision. These may include special landscaping, mailboxes, signage, and other common elements.

Preliminary Plat Conditions for Approval

- 1) Within six months of preliminary plat approval, the applicant shall complete the following:
 - a. The applicant shall provide adequate title evidence satisfactory to the City Attorney.
Comment: Title work will be submitted for review before City officials sign the final plat.
 - b. The applicant shall submit a revised Preliminary Plat and plans meeting all conditions of approval. All of the above conditions shall be met prior to the City accepting an application for Final Plat and prior to the commencement of any grading activity on the site.
- 2) The City Engineer shall review and approve all revised Preliminary Plans that are submitted to the City in advance of Final Plat to satisfy Condition #1. ***Comment: Revised plans have been submitted for City Engineer to review.***
- 3) The Preliminary Plat approval is conditioned upon the applicant meeting all minimum City standards and design requirements.

- 4) All required modifications to the plans as requested by the City Engineer in a review letter dated June 23, 2014 shall be incorporated into the plans prior to consideration of a Final Plat.
Comment: All modifications requested in Engineer review letter have been incorporated.
- 5) The developer shall follow all of the rules and regulations spelled out in the Wetland Conservation Act, and shall acquire the needed permits from Valley Branch Watershed District prior to the commencement of any grading or development activity on the site. **Comment: Village Preserve has received Valley Branch Watershed District storm water permit. Plans have been updated with their conditions of approval.**
- 6) Related to proposed storm water discharge to the north, the applicant must provide written permission from the property owner of the parcel located immediately north of the proposed Village Preserve subdivision consenting to the discharge location, volume and rate(s) in advance of submitting Final Plat. **Comment: Applicant and neighboring landowner have an agreement to discharge storm water to the north.**
- 7) The applicant shall be responsible for the submission of final plans and the construction of all improvements within the Lake Elmo Avenue (CSAH 17) right-of-way as required by Washington County and further described in the review letter received from the County dated June 24, 2014.
Comment: Lake Elmo Avenue improvement plans have been submitted.
- 8) The Landscape Plan shall be updated per the recommendations of the City's Landscape Consultant, describe in a memo dated 6/25/14. **Comment: Landscape Plans have been updated with Landscape Consultant recommendations dated 6/25/14.**
- 9) The developer shall be required to submit an updated parkland dedication calculation in advance of Final Plat to clarify the proposed amount of dedication being provided in the Village Preserve Subdivision. For whatever amount of land the applicant is short of the required parkland dedication amount, the applicant will either:
 - a. Subdivide the parcel under contract with Schiltgen Farms, Inc. and dedicate the land being proposed for parkland dedication east of Reid Park; or
 - b. Post an escrow in the amount equal to the fees in lieu of land dedication for the equal market value of the remaining land dedication requirement for Village Preserve until such time the land is dedicated east of Reid Park.

Comment: Applicant has provided updated parkland dedication calculations. Applicant will choose one of the two options for parkland dedication listed above, both resulting in land dedication east of Reid Park.
- 10) Secondary access to the site must be provided as part of the 2nd phase of the Village Preserve Subdivision. Said access must be included in the Final Plat and final construction documents for the 2nd phase of the development. **Comment: Secondary access is included in Phase 1 plans.**
- 11) The applicant must enter into a separate grading agreement with the City prior to the commencement of any grading activity in advance of final plat and plan approval. The City Engineer shall review any grading plan that is submitted in advance of a final plat, and said plan shall document extent of any proposed grading on the site. **Comment: Applicant does not intend to grade site prior to final plat approval.**
- 12) Application for Final Plat for the Village Preserve subdivision will not be accepted until approved plans for the extension of sanitary sewer to the site have been accepted or ordered by the City.
Comment: Applicant has two agreements with local landowners to extend sanitary sewer privately to the site once they have final plat approval and the City accepts a developer's agreement for Village Preserve.
- 13) All of the outlots within the Village Preserve Preliminary Plat that serve as parkland or storm water management shall be dedicated to the City. **Comment: All outlots will be dedicated to the City.**

APPENDIX A:

Village Preserve (Phase 1) – Final Plat Lot Area Summary

BLOCK 1	GROSS AREA				WETLAND AREA		NET AREA				WIDTH @ SETBACK		
Lot 1	13,873	s.f.	0.32	acres	0	s.f.	13,873	s.f.	0.32	acres	95	+/-	l.f.
Lot 2	14,656	s.f.	0.34	acres	0	s.f.	14,656	s.f.	0.34	acres	85.3	+/-	l.f.
Lot 3	17,337	s.f.	0.40	acres	0	s.f.	17,337	s.f.	0.40	acres	84.1	+/-	l.f.
Lot 4	14,344	s.f.	0.33	acres	0	s.f.	14,344	s.f.	0.33	acres	95.6	+/-	l.f.
Lot 5	16,946	s.f.	0.39	acres	0	s.f.	16,946	s.f.	0.39	acres	80.1	+/-	l.f.
Lot 6	11,249	s.f.	0.26	acres	0	s.f.	11,249	s.f.	0.26	acres	80.1	+/-	l.f.
Lot 7	14,660	s.f.	0.34	acres	0	s.f.	14,660	s.f.	0.34	acres	80.8	+/-	l.f.
Lot 8	18,881	s.f.	0.43	acres	0	s.f.	18,881	s.f.	0.43	acres	80.8	+/-	l.f.
Lot 9	12,822	s.f.	0.29	acres	0	s.f.	12,822	s.f.	0.29	acres	80.5	+/-	l.f.
Lot 10	15,944	s.f.	0.37	acres	0	s.f.	15,944	s.f.	0.37	acres	91.5	+/-	l.f.
Lot 11	12,123	s.f.	0.28	acres	0	s.f.	12,123	s.f.	0.28	acres	85.2	+/-	l.f.
Lot 12	13,294	s.f.	0.31	acres	0	s.f.	13,294	s.f.	0.31	acres	95	+/-	l.f.
Lot 13	12,057	s.f.	0.28	acres	0	s.f.	12,057	s.f.	0.28	acres	82	+/-	l.f.
Lot 14	11,603	s.f.	0.27	acres	0	s.f.	11,603	s.f.	0.27	acres	80.6	+/-	l.f.
Lot 15	11,650	s.f.	0.27	acres	0	s.f.	11,650	s.f.	0.27	acres	80.7	+/-	l.f.
Total	211,438	s.f.	4.85	acres	0	s.f.	211,438	s.f.	4.85	acres			
BLOCK 2	GROSS AREA				WETLAND AREA		NET AREA				WIDTH @ SETBACK		
Lot 1	12,737	s.f.	0.29	acres	0	s.f.	12,737	s.f.	0.29	acres	133.6	+/-	l.f.
Lot 2	12,581	s.f.	0.29	acres	0	s.f.	12,581	s.f.	0.29	acres	108.6	+/-	l.f.
Lot 3	11,315	s.f.	0.26	acres	0	s.f.	11,315	s.f.	0.26	acres	81	+/-	l.f.
Lot 4	11,523	s.f.	0.26	acres	0	s.f.	11,523	s.f.	0.26	acres	80.7	+/-	l.f.
Lot 5	11,835	s.f.	0.27	acres	0	s.f.	11,835	s.f.	0.27	acres	80.8	+/-	l.f.
Lot 6	11,179	s.f.	0.26	acres	0	s.f.	11,179	s.f.	0.26	acres	94.1	+/-	l.f.
Total	71,170	s.f.	1.63	acres	0	s.f.	71,170	s.f.	1.63	acres			
BLOCK 3	GROSS AREA				WETLAND AREA		NET AREA				WIDTH @ SETBACK		
Lot 1	9,342	s.f.	0.21	acres	0	s.f.	9,342	s.f.	0.21	acres	83.3	+/-	l.f.
Lot 2	10,415	s.f.	0.24	acres	0	s.f.	10,415	s.f.	0.24	acres	93.2	+/-	l.f.
Lot 3	10,341	s.f.	0.24	acres	0	s.f.	10,341	s.f.	0.24	acres	74.5	+/-	l.f.
Lot 4	10,588	s.f.	0.24	acres	0	s.f.	10,588	s.f.	0.24	acres	80.9	+/-	l.f.
Lot 5	12,100	s.f.	0.28	acres	0	s.f.	12,100	s.f.	0.28	acres	85.2	+/-	l.f.
Lot 6	11,544	s.f.	0.27	acres	0	s.f.	11,544	s.f.	0.27	acres	65	+/-	l.f.
Lot 7	11,662	s.f.	0.27	acres	0	s.f.	11,662	s.f.	0.27	acres	65	+/-	l.f.
Lot 8	11,500	s.f.	0.26	acres	0	s.f.	11,500	s.f.	0.26	acres	87.4	+/-	l.f.
Lot 9	11,325	s.f.	0.26	acres	0	s.f.	11,325	s.f.	0.26	acres	97.6	+/-	l.f.
Total	98,818	s.f.	2.27	acres	0	s.f.	98,818	s.f.	2.27	acres			

BLOCK 4	GROSS AREA				WETLAND AREA		NET AREA				WIDTH @ SETBACK		
Lot 1	14,334	s.f.	0.33	acres	0	s.f.	14,334	s.f.	0.33	acres	71.4	+/-	l.f.
Lot 2	13,065	s.f.	0.30	acres	0	s.f.	13,065	s.f.	0.30	acres	65	+/-	l.f.
Lot 3	10,624	s.f.	0.24	acres	0	s.f.	10,624	s.f.	0.24	acres	65	+/-	l.f.
Lot 4	8,455	s.f.	0.19	acres	0	s.f.	8,455	s.f.	0.19	acres	65	+/-	l.f.
Lot 5	8,509	s.f.	0.20	acres	0	s.f.	8,509	s.f.	0.20	acres	65	+/-	l.f.
Lot 6	8,571	s.f.	0.20	acres	0	s.f.	8,571	s.f.	0.20	acres	65	+/-	l.f.
Lot 7	10,205	s.f.	0.23	acres	0	s.f.	10,205	s.f.	0.23	acres	65	+/-	l.f.
Lot 8	12,673	s.f.	0.29	acres	0	s.f.	12,673	s.f.	0.29	acres	71	+/-	l.f.
Lot 9	11,314	s.f.	0.26	acres	0	s.f.	11,314	s.f.	0.26	acres	71	+/-	l.f.
Lot 10	8,980	s.f.	0.21	acres	0	s.f.	8,980	s.f.	0.21	acres	65	+/-	l.f.
Lot 11	10,346	s.f.	0.24	acres	0	s.f.	10,346	s.f.	0.24	acres	65	+/-	l.f.
Lot 12	11,856	s.f.	0.27	acres	0	s.f.	11,856	s.f.	0.27	acres	65	+/-	l.f.
Lot 13	14,676	s.f.	0.34	acres	0	s.f.	14,676	s.f.	0.34	acres	65	+/-	l.f.
Lot 14	12,340	s.f.	0.28	acres	0	s.f.	12,340	s.f.	0.28	acres	65	+/-	l.f.
Lot 15	10,881	s.f.	0.25	acres	0	s.f.	10,881	s.f.	0.25	acres	65.5	+/-	l.f.
Lot 16	11,012	s.f.	0.25	acres	0	s.f.	11,012	s.f.	0.25	acres	75.3	+/-	l.f.
Total	177,839	s.f.	4.08	acres	0	s.f.	177,839	s.f.	4.08	acres			
OUTLOT	GROSS AREA				WETLAND AREA		NET AREA				WIDTH @ SETBACK		
A	14,306	s.f.	0.33	acres	0	s.f.	14,306	s.f.	0.33	acres	0	+/-	l.f.
B	85,678	s.f.	1.97	acres	0	s.f.	85,678	s.f.	1.97	acres	0	+/-	l.f.
C	580,709	s.f.	13.33	acres	0	s.f.	580,709	s.f.	13.33	acres	0	+/-	l.f.
D	65,261	s.f.	1.50	acres	0	s.f.	65,261	s.f.	1.50	acres	0	+/-	l.f.
E	23,870	s.f.	0.55	acres	0	s.f.	23,870	s.f.	0.55	acres	0	+/-	l.f.
F	40,766	s.f.	0.94	acres	0	s.f.	40,766	s.f.	0.94	acres	0	+/-	l.f.
G	1,735	s.f.	0.04	acres	0	s.f.	1,735	s.f.	0.04	acres	0	+/-	l.f.
H	36,958	s.f.	0.85	acres	0	s.f.	36,958	s.f.	0.85	acres	0	+/-	l.f.
I	49,235	s.f.	1.13	acres	0	s.f.	49,235	s.f.	1.13	acres	0	+/-	l.f.
Total	898,519	s.f.	20.63	acres	0	s.f.	898,519	s.f.	20.63	acres			
R/W	GROSS AREA				WETLAND AREA		NET AREA				WIDTH @ SETBACK		
	348,735	s.f.	8.01	acres	0	s.f.	348,735	s.f.	8.01	acres	0	+/-	l.f.
TOTAL	GROSS AREA				WETLAND AREA		NET AREA						
	1,735,349	s.f.	39.84	acres	0	s.f.	1,735,349	s.f.	39.84	acres			

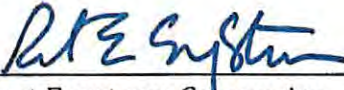
Agreement

This is an agreement between GWSA Land Development, LLC (GWSA) the developer of Village Preserve and Robert Engstrom Companies (REC) developer of Wildflower at Lake Elmo.

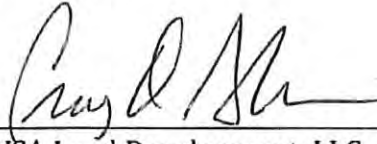
Whereas both companies are developing land in Lake Elmo, they have some common interests, which are defined and to be resolved as development proceeds and subject to recording a final plat:

1. Pond #3 on Outlot E of Village Preserve needs to be constructed for the benefit of both parties. The pond is on the Village Preserve plat and will be constructed by GWSA. In the event that GWSA does not construct the pond by the time it needs to be utilized by REC for surface-water management, REC shall have the right to construct said pond and recover expenses from GWSA.
2. REC shall construct a surface-water retention pond and infiltration basin in the northerly portion of the Wildflower at Lake Elmo plan. GWSA shall have permission to divert storm-water to these facilities as recommended by REC and GWSA consulting engineers. Likewise, the cost of the storm sewer pipe to facilitate this arrangement will be split evenly. A limitation on the amount of water that GWSA may divert north will be approved by REC and the Valley Branch Watershed District. If REC does not construct said ponds in time for the GWSA development, GWSA shall have the right to construct said ponds and recover expenses from REC.
3. Both parties agree to split the cost of the entrance road, watermain and storm sewer "Entrance Improvements" to and including the Village Preserve entrance from the main Wildflower at Lake Elmo road. Portions of Entrance Improvements are on the Village Preserve plat and will be constructed by Wildflower at Lake Elmo. In the event that Wildflower at Lake Elmo does not construct the Entrance Improvements by the time it needs to be utilized by Village Preserve, GWSA shall have the right to construct said Entrance Improvements and recover expenses from REC. Sanitary sewer costs and improvements will be part of a separate agreement with GWSA, REC and Easton Village, LLC.
4. Both parties shall endeavor to obtain temporary easements adjacent to Layton Avenue.
5. The Wildflower at Lake Elmo plat infringes on the GWSA property at the very northwest corner of The Village Preserve and also a slight portion of the entrance road. GWSA agrees to plat these two small areas as part of the City ROW.
6. Although not required by the city, REC will dedicate a small amount of land (approximately 0.2 acres) to be added to the GWSA Park Dedication area. REC will continue to develop improvement plans for the park to be submitted to the Lake Elmo Parks Department.

7. Both parties have a common adjoining lot area that will be a common drainage swale and storm-sewer collection area with the cost to be split evenly.
8. GWSA is aware that REC could have a need for surplus excavation material generated from Village Preserve grading. GWSA agrees to allow REC access to a reasonable amount of surplus material to be determined once final plans are approved.
9. The Village Preserve lots will donate \$50.00 each per year to the Wildflower at Lake Elmo Association in exchange for considerations listed herein plus operating rules to be agreed upon by both parties.
10. REC will designate in conjunction with GWSA the location of the connecting trail. GWSA will construct and pay for the connection.



Robert Engstrom Companies
Date 4/20/15



GWSA Land Development, LLC
Date 4/20/2015

VILLAGE PRESERVE



TAG #	LENGTH	DELTA	RADIUS	BEARING / CHORD BEARING	CHORD DISTANCE
C1	17.91	Δ=51°18'04"	20.00	S57°15'08"E	17.32
C2	8.31	Δ=75°55'55"	80.00	S74°50'43"E	8.30
C3	17.91	Δ=51°18'04"	20.00	N17°50'04"W	17.32
C4	16.04	Δ=67°04'31"	170.00	S75°09'19"E	16.03
C5	12.05	Δ=47°15'52"	170.00	S27°12'25"W	12.05
L1	9.39			N27°35'25"W	

SATHRE-BERGQUIST, INC.

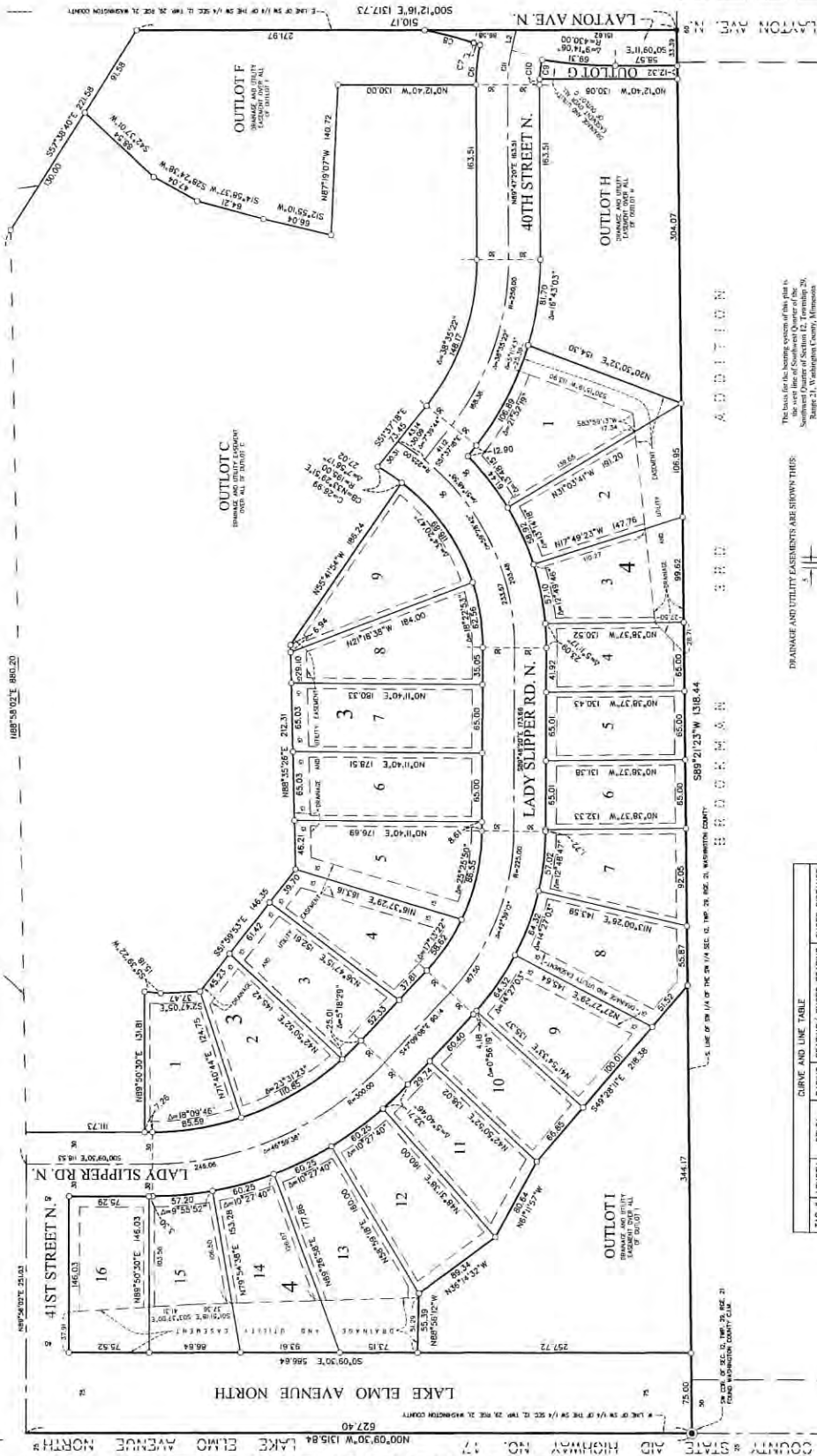


- Ⓢ Denotes a 1/2 inch by 1/4 inch iron pin set in the ground and marked by License No. 46144
- Ⓢ Denotes a Found Iron Monument
- Ⓢ Denotes Set point and location marked by License No. 46144
- Ⓢ Denotes a Chain-Mounted Monument

MATCH LINE A —
(SEE SHEET 3 OF 3 SHEETS)

VILLAGE PRESERVE

— MATCH LINE A —
(SEE SHEET 2 OF 3 SHEETS)



The basis for the bearing vectors of this plat is the true line of the Southeast Quarter of the Section 21, Township 2N, Range 2E, Washington County, Minnesota. It is assumed to have a bearing of NAD 83 (1984 AD).

Distances are 1/2 inch by 1/4 inch map scale in the ground and marked by License No. 4034.

Distances are 1/2 inch by 1/4 inch map scale in the ground and marked by License No. 4034.

Distances are 1/2 inch by 1/4 inch map scale in the ground and marked by License No. 4034.

Drainage and utility easements are shown in this:

NOT TO SCALE

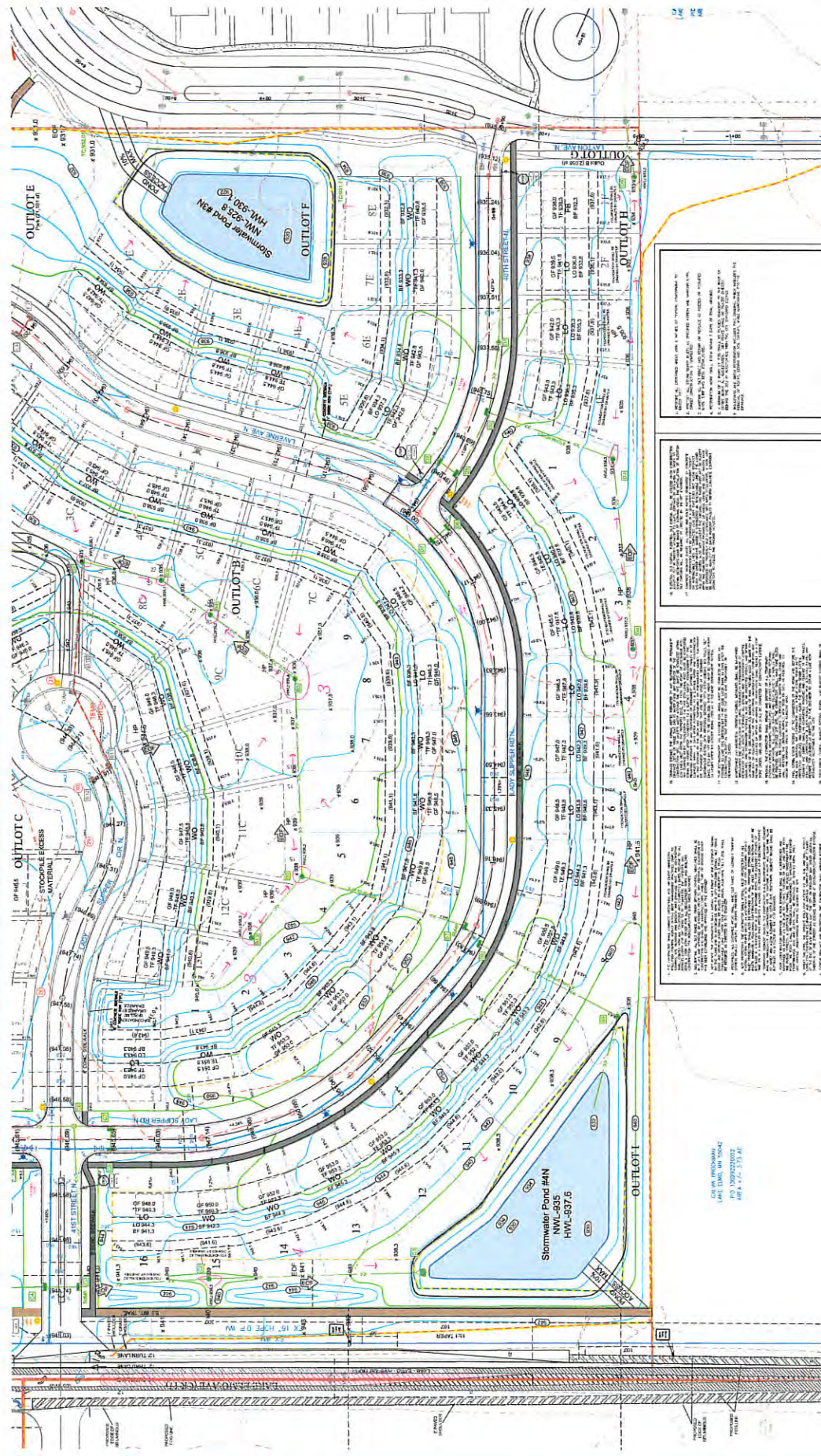
Items 2 feet in width when adjacent side is line, showing public ways and road lines, unless otherwise indicated, as shown on the file.

CLINQUE AND LINE TABLE

TAC #	LENGTH	DELTA	RADIUS	BEARING/ CHORD BEARING	CHORD DISTANCE
C6	37.54	Δ=1239.07°	170.00	N83°33'07"W	37.48
C7	6.53	Δ=0°31'1"	430.00	S77°33'08"W	6.53
C8	47.80	Δ=77°41'0"	370.00	S14°10'08"W	47.77
C9	18.20	Δ=3°20'52"	110.00	S82°30'00"E	18.18
C10	5.42	Δ=2°49'14"	110.00	N88°46'02"W	5.41
C11	32.49	Δ=137°45'	140.00	S83°33'48"E	32.42
L2	18.47	Δ=78°54'55"E			



SATHRE-BERGQUIST, INC.



STANDARD PLAN NOTES
CITY OF LAKE ELMO

1. ALL ELEVATIONS ARE IN FEET ABOVE MEAN SEA LEVEL UNLESS OTHERWISE NOTED.
2. ALL DISTANCES ARE IN FEET UNLESS OTHERWISE NOTED.
3. ALL DIMENSIONS ARE TO THE CENTERLINE OF THE ROAD OR THE CENTERLINE OF THE LOT UNLESS OTHERWISE NOTED.
4. ALL DIMENSIONS ARE TO THE CENTERLINE OF THE ROAD OR THE CENTERLINE OF THE LOT UNLESS OTHERWISE NOTED.
5. ALL DIMENSIONS ARE TO THE CENTERLINE OF THE ROAD OR THE CENTERLINE OF THE LOT UNLESS OTHERWISE NOTED.

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5. ALL DIMENSIONS ARE TO THE CENTERLINE OF THE ROAD OR THE CENTERLINE OF THE LOT UNLESS OTHERWISE NOTED.

PROJECT NO. 24

DATE 07/20/15

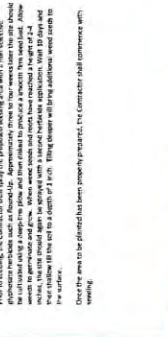
SCALE 1"=40'

SATHRE-BERGQUIST, INC.
199 SOUTH BROADWAY WAYATA, MN 55081 (651) 776-0000

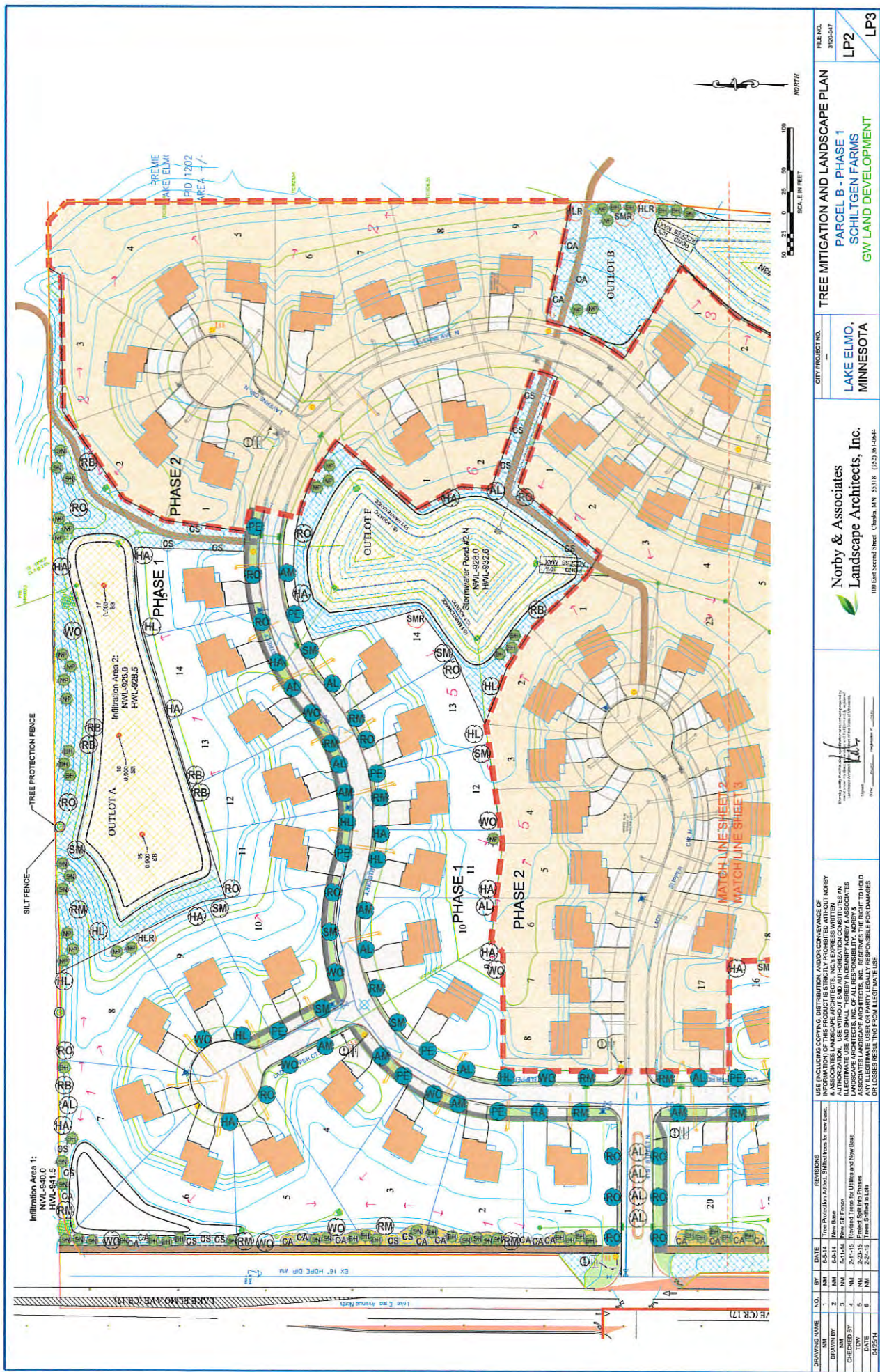
LAKE ELMO, MINNESOTA

FINAL GRADING PLAN
VILLAGE PRESERVE - PHASE 1
GWSA LAND DEVELOPMENT, LLC.

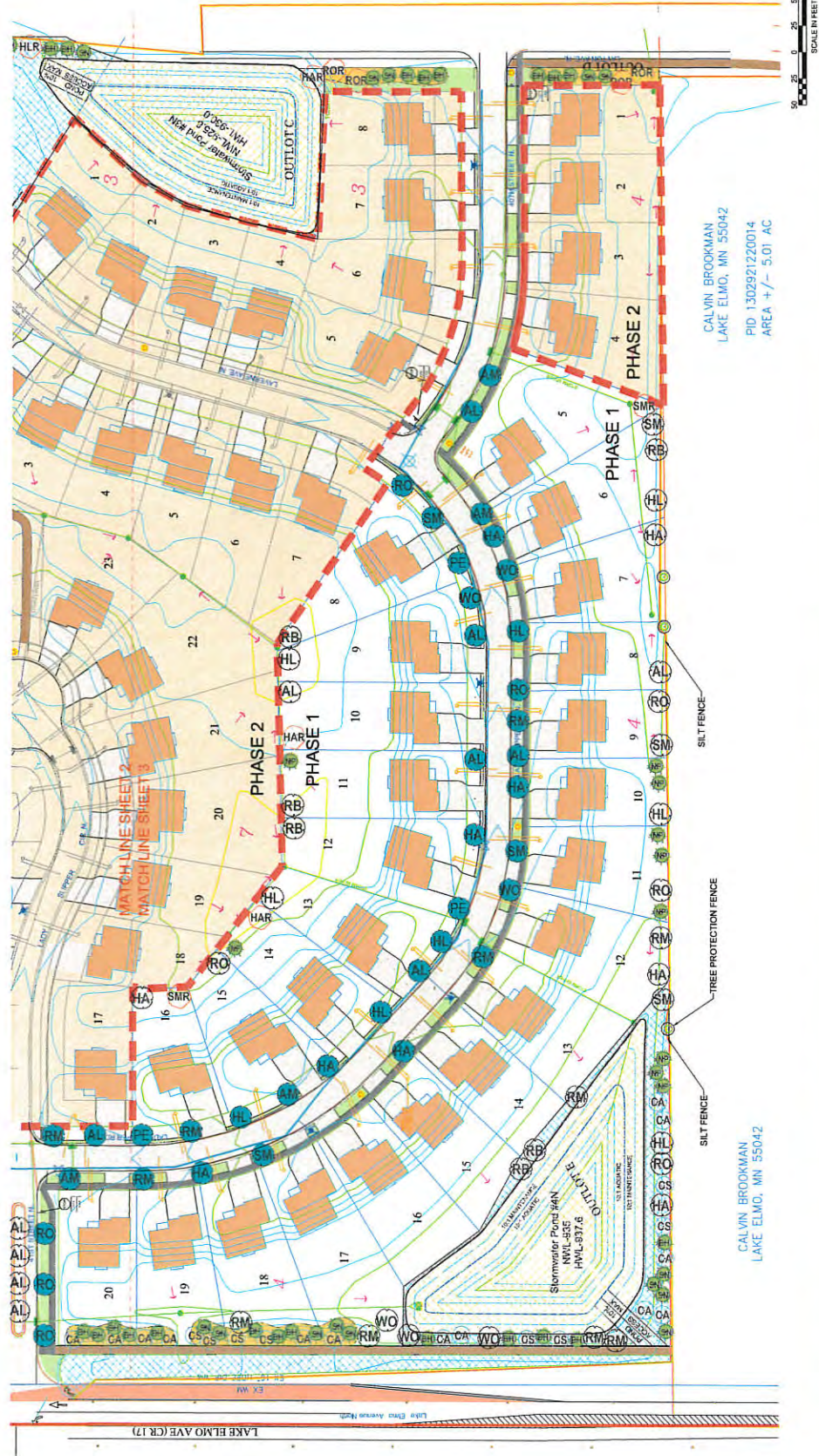
DATE	07/20/15
BY	RAM
CHECKED BY	RAM
DESIGNED BY	RAM
PROJECT NO.	24
DATE	07/20/15



DRAWING NAME	NO.	BY	DATE
MM	1	MM	6-5-14
DRAWN BY	2	MM	6-5-14
MM	3	MM	6-11-15
CHECKED BY	4	MM	2-11-15
TDW	5	MM	2-24-15
DATE	6	MM	2-24-15
04/25/14			



DRAWING NAME	NO.	BY	DATE	REVISIONS
NM	1	NM	6-5-14	Time Protection Added. Shifted times for new base.
DRAWN BY	2	NM	6-5-14	
NM	3	NM	6-11-14	New Base
CHECKED BY	4	NM	6-11-14	New C&T Forces
TOW	5	NM	2-11-15	Revised Times for Utilities and New Base
	6	NM	2-23-15	Project Split into Phases
		NM	2-24-15	Times Shifted to Lots
04/25/14				



DRAWING NAME NM		UNRECORDED NO. BY DATE 1 NM 6-5-14 New State 2 NM 6-5-14 New State 3 NM 6-11-14 New SR Fence 4 NM 2-21-15 Fenced Trees by Utilities and New State 5 NM 2-23-15 Project SR# 1900 6 NM 2-24-15 Trees Shaded to Lot		USE (INCLUDING COPIING, DISTRIBUTION, AND/OR CONVEYANCE OF INFORMATION OF THIS PROJECT IS STRICTLY PROHIBITED WITHOUT NORBY & ASSOCIATES LANDSCAPE ARCHITECTS, INC.'S EXPRESS WRITTEN AUTHORIZATION. USE WITHOUT SAID AUTHORIZATION CONSTITUTES AN ILLEGITIMATE USE AND SHALL BE THE SOLE LIABILITY OF NORBY & ASSOCIATES LANDSCAPE ARCHITECTS, INC. RESERVES THE RIGHT TO HOLD ANY ILLEGITIMATE USER OR PARTY LEGALLY RESPONSIBLE FOR DAMAGES OR LOSSES RESULTING FROM ILLEGITIMATE USE.		Norby & Associates Landscape Architects, Inc. 		CITY PROJECT NO. --- LAKE ELMO, MINNESOTA		TREE MITIGATION AND LANDSCAPE PLAN PARCEL B - PHASE 1 SCHILTGEN FARMS GW LAND DEVELOPMENT		FILE NO. 3105047 LP3 LP3	
04-25914				160 East Second Street Chaska, MN 55318 (952) 391-6444									

SEE BOTTOM LEFT

LAKE ELMO AVE (CR 17)

Lake Elmo Avenue North

39TH ST.

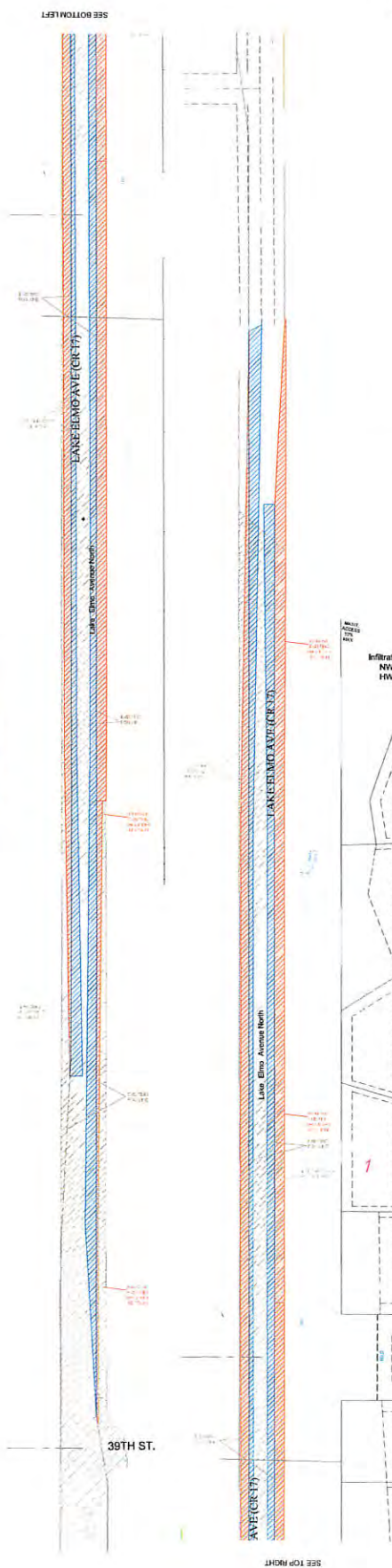
SEE TOP RIGHT

LAKE ELMO AVE (CR 17)

Lake Elmo Avenue North

AVE (CR 17)

REMOVAL SHOWN IN RED
MILL SHOWN IN BLUE



1. REMOVE EXISTING SHOULDER SECTION AS SHOWN. (2.685 S.Y.)
2. SAWCUT & MILL 2" AS SHOWN. (2.625 S.Y.)



Age Group	Percentage
18-24	10
25-34	45
35-44	25
45-54	15
55-64	10
65-74	5
75-84	2
85-94	1
95-104	0

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

Robert S. Madsen

Robert S. Madsen, P.E.
Date: 07-17-01/JS Lic. No. 24428

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ISSUING NAME	NO.	DATE	REVISIONS
ASIE PANGLOSS A/R	01	03/05/19	WATERSEID COMMENT REVISIONS
DRAWN BY	02	03/05/19	CHIEF COMMENT REVISIONS
CHECKED BY	03	03/05/19	WATERSEID COMMENT REVISIONS
RSB	04	04/20/19	CITY COMMENT REVISIONS
DATE			
02/20/19			



SATHRE-BERGQUIST, INC.
150 SOUTH BROADWAY WAYZATA, MN. 55391 (612) 476-5000

CITY PROJECT NO. _____

**LAKE ELMO,
MINNESOTA**

LAKE ELMO AVE IMPROVEMENTS
VILLAGE PRESERVE - PHASE 1
GWSA LAND DEVELOPMENT, LLC.

MEMORANDUM

FOCUS ENGINEERING, inc.

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

Date: April 13, 2015

To: Nick Johnson, City Planner
Cc: Chad Isakson, FOCUS Engineering

Re: Village Preserve – Parcel B
Final Plat/Construction Plan Review

From: Jack Griffin, P.E., City Engineer

An engineering review has been completed for the Village Preserve development by GW Land Development. Final Plat/Final Construction Plans were received on March 24, 2015. The submittal consisted of the following documentation prepared by Sathre-Bergquist, Inc., or as noted:

- Village Preserve Phase 1 Final Plat, not dated.
- Development Narrative Phase 1, dated February 15, 2015.
- Stormwater Management Plan, revised February 18, 2015.
- Specifications dated February 5, 2015.
- Final Construction Plans dated March 20, 2015.
- Phasing Plan dated February 20, 2015.
- Tree Mitigation and Landscape Plans prepared by Norby & Associates, dated March 20, 2015.

STATUS/FINDINGS: An engineering review has been separated for Final Plat approval and Final Construction Plan approval. Please see the following review comments relating to the Final Plat application.

REVISED PRELIMINARY PLAT:

- A revised Preliminary Plan set must be submitted to fulfill the conditions of Preliminary Plat approval. The revised preliminary plans are needed for staff to complete its plan review and to provide plan corrections demonstrating the project can be implemented consistent with City standards and approval conditions.
- Provide point by point response letter describing the changes made to satisfy each condition of approval, including a point by point response letter for the City Engineer review letter dated June 23, 2014.
- Outlot ownership must be shown on the revised preliminary plans.

FINAL PLAT:

- Outlots A, B, D, F, G, and I must be dedicated to the City for ongoing operation and maintenance of proposed storm water facilities.
- Outlot E will be City owned as Parkland dedication.
- A maintenance access road must be provided to Infiltration Basin 1 with a grade not exceeding 10%. The maintenance access road must be contained within Outlot A and shown on the plans. Outlot A may need to be expanded accordingly.

- Outlot B may need to be expanded to fully incorporate the HWL elevation of 928.5. The HWL contour must be shown using standard contour extrapolation methods as will be constructed in the field. The current HWL contour of 928.5 is shown crossing the 928.0 contour.
- The Phase 1 Plat does not show future (Phase 2) lot easements. The revised Preliminary Plans are therefore needed to facilitate staff review and finalize storm sewer alignments and/or easements.
- All easements for City utilities must be a minimum of 30 feet with the pipe centered on the easement.
 - Phase 1 Plat revisions are required as follows:
 - Additional easement is required or storm sewer pipe realignment is needed at Structure D9 at the southeast corner of Lot 1F.
 - Additional easement is required or storm sewer pipe realignment is needed at the northeast corner of Lot 8E for the storm sewer run from Layton Avenue.
 - Additional easement is required or storm sewer pipe realignment is needed at Structure D4 and Lot 4, Block 4.
 - The following Phase 2 Plat revisions may be required:
 - Additional easement is required or storm sewer pipe realignment is needed along the storm sewer run from E2 to E1, along Lot 1C.
 - Verify minimum 15 foot easements along south side of Lots 9C through 13C.
 - Verify minimum 15 foot easements from proposed storm sewer pipe along rear yard of Lots 8C and 1D.
 - Verify minimum 15 foot easements along rear yard of Lots 2D through 6D.
 - Verify minimum 15 foot easements along rear yard of Lots 4A through 9A.

PHASE 1 SCOPE OF IMPROVEMENTS:

- The Phase 1 construction plans do not cover the full scope of improvements necessary to support the Phase 1 Plat. Additional improvements must be incorporated into the construction plans and Phase 1 Plat submittal or the Phase 1 Plat approval must be contingent upon agreements being in place acceptable to the City to assure that the necessary supporting public infrastructure for the Phase 1 Plat will be constructed. The conditional approval should include provisions to not allow building permits, including model homes, until construction of all supporting infrastructure is completed.
- Supporting infrastructure includes:
 - Layton Avenue Sanitary Sewer from 39th Street North to 40th Street north.
 - Village East Trunk Sanitary Sewer from the Reid Park Lift Station to the UPRR.
 - Storm sewer run from 40th Street North to Pond 3N.
 - Pond 3N storm sewer outfall pipe.
 - The receiving storm sewer pipe and storm water pond from Pond 3N outfall pipe located on the Wildflower at Lake Elmo northerly property.

FINAL CONSTRUCTION PLANS

- No construction, including grading operations may occur on the site until the applicant has received City Engineer approval for the final construction plans and has obtained all applicable permits for the Subdivision.
- The Final Plat shall not be recorded until final construction plan approval is granted.
- Final construction plan review comments will be provided separately to assist the applicant with the completion of Final Construction Plans.

MEMORANDUM

FOCUS ENGINEERING, inc.

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

Date: April 13, 2015

To: Nick Johnson, City Planner
Cc: Chad Isakson, FOCUS Engineering

Re: Village Preserve – Parcel B
Construction Plan Review

From: Jack Griffin, P.E., City Engineer

An engineering review has been completed for the Village Preserve development by GW Land Development. Construction Plans were received on March 24, 2015. The submittal consisted of the following documentation prepared by Sathre-Bergquist, Inc., or as noted:

- Village Preserve Phase 1 Final Plat, not dated.
- Development Narrative Phase 1, dated February 15, 2015.
- Stormwater Management Plan, revised February 18, 2015.
- Specifications dated February 5, 2015.
- Final Construction Plans dated March 20, 2015.
- Phasing Plan dated February 20, 2015.
- Tree Mitigation and Landscape Plans prepared by Norby & Associates, dated March 20, 2015.

STATUS/FINDINGS: This review supplements the Final Plat/Construction Plan Review completed by Focus Engineering, Inc. dated April 13, 2015. In addition to the Final Plat review comments, the following comments are being provided to assist you in finalizing the construction plans for the project.

GRADING, STORM WATER MANGEMENT AND EROSION CONTROL

- City standard plan notes for grading and erosion control and City standard plan notes for site restoration must be placed on the grading and erosion control plans in unedited form. Any project specific plan notes not covered by the City standard plan notes shall be listed separately and are subject to City review.
- Revise erosion control plans to meet City standard requirements for erosion control materials, installation details, seed mixes and phasing notes.
- Lots 5 and 6, Block 2 show Basement Floor elevations at 936.8 and 936.3 respectively. The overland emergency overflow for the adjacent area is listed at 936.2. Revisions are needed to provide a minimum of 1 foot of freeboard from the EOF.
- The maintenance access road to Stormwater Pond 2N must be shown on the preliminary plans and construction plans and must be extended to the public R/W with a grade that does not exceed 10%.
- The maintenance access road to Stormwater Pond 3N must be shown on the preliminary plans and construction plans and must be extended to the public R/W of Layton Avenue with a grade that does not exceed 10%.
- Add maintenance access road to Infiltration Basin 1. Access road to be 20 foot minimum width at 10% maximum grade and to be located within Outlot A or County R/W.
- The Block 2 rear yard grades must be revised to provide a minimum 2% longitudinal grade.

STREET PLANS

- The one-way pavement widths for the 41st Street North center island parkway is a minimum 18 feet from face of curb to face of curb.
- A maximum allowable street grade of 2% must be maintained for the first 50 feet from all intersections. Six intersections should be adjusted accordingly.
- The plans must be revised to lengthen all vertical sag curves to the City standard minimum K-value of 37. Five sag curves must be adjusted accordingly.
- Improvements along CSAH 17 (Lake Elmo Avenue) should be revised on Plan Sheets 2 and 3 to clearly indicate the improvements as required by Washington County's review memorandum. Improvements should be updated for both the preliminary plans and Phase 1 construction plans.

WATERMAIN AND SANITARY SEWER PLANS

- City standard plan notes for watermain and sanitary sewer must be placed on the sanitary sewer and watermain plan sheets in unedited form. Any project specific plan notes not covered by the City standard plan notes shall be listed separately and are subject to City review.
- Sheet 10, 40th Street profile. Add existing watermain and sewer infrastructure information that the proposed system will connect to.
- Sheet 11. Add/relocate manholes to improve centerline sewer alignment between manholes 7-9.
- Relocate manholes 2, 3, 21, 22, 23, 24, and 25 to improve centerline sewer alignment.
- Add plan and profile notes indicating watermain pipe size and material.
- Relabel the second Plan Sheet 12 to Plan Sheet 13.
- Extend the existing and proposed profiles to the full extent of the sewer/water profiles.

STORM SEWER SYSTEM

- City standard plan notes for storm sewer must be placed on the storm sewer plan sheets in unedited form. Any project specific plan notes not covered by the City standard plan notes shall be listed separately and are subject to City review.
- Storm sewer design calculations must be submitted for City review. Storm sewer revisions will be required, if necessary, to meet City standard maximum pipe velocities and discharge velocities throughout the system.
- The storm sewer system must meet the City standard minimum pipe cover of 3.5 feet. The plans appear to comply with this requirement with the following exceptions.
 - A 200 foot storm sewer run centered over CBMH C2. This exception is approved by the City at the request of the developer.
 - At OS-B9 outlet structure, additional pipe cover is needed. The pipe alignment should be shifted away from the maintenance access road to allow additional cover and remove pipe from a compacted/exposed surface.
 - Add cover over storm sewer run from G2 to G4.
- Correct the storm sewer profile over G2 to G4 and change pipe size to City standard minimum 15-inch.
- Correct the storm sewer profiles for Storm D4, G1, and I1.
- Shorten the pipe run from H2 to H1 to maintain minimum pipe cover.
- The pipe run from P1 to P2 is shown at 5%. The pipe size and slope must be revised to maintain discharge velocity below 5 fps.
- Sump manholes must be shown and labeled on plan view and indicated in the profile. Structures A8, B7, B10, C3, E2 and F2 must be sump manholes.

PROJECT MANUAL – SPECIFICATIONS

- Specifications must be revised and submitted as follows:
- The City Standard Specifications for Public Infrastructure dated February 2015 must be located in the project manual prior to any other technical specifications utilized or inserted. The specifications must clearly

indicate that the City Standard Specifications govern for the project unless specific written approval by the City has been provided.

- Following the provisions of the City Standard Specifications for Public Infrastructure, supplemental specifications may be used and inserted if they are clearly placed within the manual under a section titled "Supplemental Specifications". Please include the following statement as the first clause of the supplemental provisions, *"The City Standard Specifications for Public Infrastructure, dated February 2015, shall apply to the work performed under this contract. Any supplemental specifications are intended to supplement the City Standard Specifications, however they do NOT supersede the City Standard Specifications, Details, Design Standards, or ordinances unless specific written approval has been provided by the City"*.

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



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

LAKE ELMO FIRE DEPARTMENT

April 20, 2015

After review of the VILLAGE PRESERVE PHASE I - FINAL PLAT, it appears that the items identified in my review letter dated August 27, 2014 (shown below) have been addressed.

- **ROADWAYS**
 - Street naming and numbering per city ordinance.
- **FIRE HYDRANTS**
 - Spacing/Location, it appears there are some that may be closer than the 500' spacing required and could be eliminated. Locate on corners of intersections to gain the most benefit from hydrants.

I would like to commend staff and all parties involved for addressing these concerns and meeting the requirements as set forward by the City. In particular the matter of street naming/numbering, as this can become rather difficult at times due to the unique designs of the roadways. I believe all parties concerned met the intent of the standards as adopted by the City and for that I am grateful as this will help us moving forward in our efforts to ensure the timeliest response possible. Thank you.

Reviewed by

Greg Malmquist, Fire Chief

"Proudly Serving Neighbors & Friends"



VILLAGE PRESERVE – DESIGN REVIEW REPORT **LAKE ELMO, MN**

LANDSCAPE ARCHITECTURAL DESIGN REVIEW DATED APRIL 22nd, 2015

REVIEWED PLAN SET DATED FEBRUARY 24TH, 2015

Required Action Items by Village Preserve Project Team

1. Please provide more detail as to the groundcover plantings within the entry median off Lake Elmo Avenue North. Preference would be to see a pollinator friendly plant or plant mix.
2. Village Preserve Project Landscape Architect to provide landscape irrigation plans for all commonly held HOA & City R.O.W. areas.
3. Planting plan for Outlot B (City Park) as represented is appropriate for an undeveloped City Park. If developer is successful in working with the City to develop Outlot B as part of the development project at this time by creating an active use park we would request to revisit the design and how it impacts the city required landscape.
4. The landscape architect has done a great job providing a maintenance plan for all native seeding areas within all commonly held HOA & City Outlot / R.O.W areas. In addition to this information for the same area the City requests a copy of the executed agreement with an approved ecosystem management provider for these services including stated financial commitments.

SINCERELY,

LANDSCAPE ARCHITECTURE, INC.

STEPHEN MASTEY, ASLA, CLARB, LEED AP BD+C
DIRECTOR OF DESIGN

Nick Johnson

From: Carol Hanson <Carol.Hanson@co.washington.mn.us>
Sent: Tuesday, April 21, 2015 11:17 AM
To: 'ejohnson@sathre.com'
Cc: Nick Johnson; Joe Gustafson; Nik Costello; Wayne Sandberg
Subject: Village Preserve plan revisions for CSAH 17
Attachments: DOC042115-04212015084602.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

Hello Eric,

We have reviewed the construction plan sheets for CSAH 17 lane modifications and request changes as shown on the attached plan sheets.

Please feel free to give me a call if you have any questions.

Thank You,

Carol

Carol Hanson

Washington County Public Works

11660 Myeron Road N

Stillwater MN 55082

(651) 430-4313

SEE BOTTOM LEFT

LAKE ELMO AVE (CR 17)

Lake Elero Avenue North

39TH ST.

SEE TOP RIGHT

LAKE FILMO AVE. (CR 17)

REMOVAL/ SAWCUT AND MILL PLAN

REMOVAL SHOWN IN RED
WILL SHOWN IN BLUE

Why?

39TH ST.

4/13/2014 MONDAY

www.pearsoned.com

Infiltration
NVWL
HWL

MOVES

1. REMOVE EXISTING SHOULDER SECTION AS SHOWN. (2.585 S.Y.)
2. SAWCUT & MILL 2" AS SHOWN. (2.625 S.Y.)

REPRODUCED BY THE U.S. GOVERNMENT FROM A COPY OF THE ORIGINAL FILED IN THE NATIONAL ARCHIVES

DRAWING NAME		NO.		BY		DATE		REVISIONS	
BASE, PARCELS A & B		01	ERJ	03/26/15		WATERSHED COMMENT REVISIONS			
DRAWN BY		02	ERJ	03/26/15		CITY COMMENT REVISIONS			
CHECKED BY									
RSJ									
DATE									
02/20/15									

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SATIARE-BERGQUIST, INC. RESERVES THE RIGHT TO HOLD ANY ILLEGIMATE USER OR PARTY LEGALLY RESPONSIBLE FOR DAMAGES OR LOSSES RESULTING FROM ILLEGIMATE USE.

HEREBY CERTIFY THAT THIS PLAN OR SPECIFICATION WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY REGISTERED PROFESSIONAL ENGINEER UNDER THE

ROBERT S. MCLISTAD PE
Date: 07/30/15
LK No. 26472



SATHRE-BERGQUIST, INC.
150 SOUTH BROADWAY WIAZATA, MN 55281 (952) 476-6000

LAKE ELMO,
MINNESOTA

LAKE ELMO AVE IMPROVEMENTS
VILLAGE PRESERVE - PHASE 1
GWSA LAND DEVELOPMENT LLC.

FILE NO. 1120-047

March 18, 2015



Craig Allen
GWSA Land Development, LLC
Suite 200
10850 Old County Rd. 15
Plymouth, MN 55441

**Re: Village Preserve—Lake Elmo, Minnesota
VBWD Permit #2015-06**

Dear Mr. Allen:

Enclosed is the Valley Branch Watershed District (VBWD) permit for your project. Please note the following conditions imposed by the Managers, which are also listed on the back of the permit.

1. No construction shall start until all permit conditions are met. If the Valley Branch Watershed District Board is not satisfied that the conditions are met, the permit will be revoked.
2. The infiltration material shall be in conformance with Mn/DOT Specification 3877.1G, or an equivalent specification approved by the VBWD.
3. This permit is not valid until a maintenance agreement in the general format of Appendix B of the VBWD Rules is submitted to and approved by the VBWD Attorney.
4. The permit holder must obtain permission for any work outside of his property.
5. Prior to construction, the required surety and fee shall be submitted.
6. The plan sheets shall be revised to show the correct inverts at the pond outlet structures.
7. Drain tile shall be installed around the perimeters of the foundations at Block 1, Lots 1 and 2 and the lot north of Block 3, Lot 1.
8. Plans shall be revised to show minimum floor elevations at least 2 feet higher than the adjacent water body's 100-year flood level.
9. This permit is not transferable.



DAVID BUCHECK • LINCOLN FETTER • DALE BORASH • JILL LUCAS • EDWARD MARCHAN

VALLEY BRANCH WATERSHED DISTRICT • P.O. BOX 838 • LAKE ELMO, MINNESOTA 55042-0538

www.vbwd.org

10. This permit is subject to obtaining all other permits required by governmental agencies having jurisdiction (including a NPDES permit).
11. The VBWD Engineer and Inspector shall be notified at least three days prior to commencement of work.
12. Erosion controls shall be installed prior to the commencement of grading operations and must be maintained throughout the construction period until turf is established. Additional erosion controls may be required, as directed by the VBWD Inspector or VBWD Engineer.
13. The following additional erosion controls shall be implemented on the site:
 - a. All proposed slopes three-feet horizontal to one-foot vertical (3H:1V) should be covered with erosion-control blanket.
 - b. Silt fence should follow existing contours as closely as feasible to limit the potential for gully erosion along the edges.
 - c. Any sediment that collects in storm sewers, ponds, or other water management features shall be removed.
 - d. Street sweeping shall be performed if sediment collects on streets.
 - e. If erosion occurs at the outlets of the storm sewer pipes the applicant will be responsible for correcting the problem to the satisfaction of the VBWD.
14. To prevent soil compaction, the proposed infiltration area shall be staked off and marked during construction to prevent heavy equipment and traffic from traveling over it. If the infiltration facility is in place during construction activities, sediment and runoff shall be kept away from the facility, using practices such as diversion berms and vegetation around the facility's perimeter. The infiltration facility shall not be excavated to final grade until the contributing drainage area has been constructed and fully stabilized. The final phase of excavation shall remove all accumulated sediment and be done by light, tracked equipment to avoid compaction of the basin floor. To provide a well-aerated, highly porous surface, the soils of the basin floor shall be loosened to a depth of at least 24 inches to a maximum compaction of 85% standard proctor density prior to planting.
15. All disturbed areas shall be vegetated within 14 days of final grading.
16. The applicant is responsible for removal of all temporary erosion-control measures, including silt fence, upon establishment of permanent vegetation at the project site as determined by the VBWD Engineer and/or Inspector.
17. Valley Branch Watershed District shall be granted drainage easements which cover: (a) land adjacent to stormwater management facilities, wetlands, and lowlands up to their 100-year flood elevations and (b) all ditches, storm sewers, and maintenance accesses to the stormwater management facilities.

18. The minimum floor elevations for all buildable lots in the development shall be recorded in a Declaration of Covenants and Restrictions or on the final plat.
19. The required drainage easements and access easements shall be recorded with the Washington County Recorder's Office.
20. Return or allowed expiration of any remaining surety and permit closeout is dependent on the permit holder providing proof that all required documents have been recorded (including but not limited to easements) and providing as-built drawings that show that the project was constructed as approved by the Managers and in conformance with the VBWD rules and regulations.

Thank you for your cooperation with the District's permit program.

Sincerely,

David J. Bucheck, President
Valley Branch Watershed District

DJB/ymh

Enclosure

c: Ray Marshall, VBWD Attorney
Ray Roemmich, VBWD Inspector
Jenifer Sorensen, MDNR
Kyle Klatt, City Planning Director—City of Lake Elmo
Jack Griffin, City Engineer, FOCUS Engineering—City of Lake Elmo
Building Inspector—City of Lake Elmo
Nate Herman, Sathre-Bergquist, Inc.—Authorized Agent
Schiltgen Farm, Inc.—Owner
Karen Wold, Barr Engineering Company
Yvonne Huffman, Barr Engineering Company

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19. The required drainage easements and access easements shall be recorded with the Washington County Recorder's Office.
20. Return or allowed expiration of any remaining surety and permit closeout is dependent on the permit holder providing proof that all required documents have been recorded (including but not limited to easements) and providing as-built drawings that show that the project was constructed as approved by the Managers and in conformance with the VBWD rules and regulations.

Approved: March 12, 2015

Signature
Valley Branch Watershed District

Title

Note: The grant of this permit in no way purports to permit acts, which may be prohibited by other governmental agencies.

DATE:
REGULAR
ITEM#

May 5, 2015

8

AGENDA ITEM: Approval of Offer to Purchase Used Ladder Truck

SUBMITTED BY: Greg Malmquist, Fire Chief

THROUGH: Cathy Bendel, Finance Director

REVIEWED BY: Cathy Bendel, Finance Director

SUGGESTED ORDER OF BUSINESS:

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

POLICY RECOMMENDER: Fire Chief Malmquist

FISCAL IMPACT: An offer has been received to sell the 1980 International Ladder Truck (VIN 1HTAA1859BHA14836) for the asking price of \$12,500.00. Upon completion of sale payment in the amount of \$1,250.00 will be made to Brindlee Mountain for commission on the sale. Sale proceeds will be deposited into the vehicle fund.

SUMMARY AND ACTION REQUESTED: On May 20, 2014 the City Council approved the purchase of a new aerial Fire Truck. There was a brief discussion on what would happen to the old Fire Truck and the Fire Chief mentioned he would try to sell it. On October 27, 2014, the City entered into an agreement with Brindlee Mountain Fire Apparatus to advertise our used ladder truck on a national scale for a 10% commission if sold. Brindlee was asked to provide a recommendation for a starting listing price and it was advertised at their high recommendation amount of \$12,500.00. The City to date has received 8 inquiries from fire departments across the country. We have now received an offer to purchase from the Pound Fire Department, located in Eastern Wisconsin. They contacted Chief Malmquist for information and also did an on site inspection of the truck on April 20, 2015.

At that time they made an offer to purchase the truck for the asking price of \$12,500.00 and presented a \$500.00 deposit check to hold the vehicle. Upon acceptance of their offer, they will provide a check for ½ the remaining balance in the amount of \$6,000.00 with the final balance of \$6,000.00 being due upon taking delivery of the truck (will occur once we take delivery of our new ladder truck which is estimated in late May/early June).

Upon receipt of the final payment from the Pound Fire Department we will make payment to Brindlee Mountain (\$1,250.00) to pay them their commission. The Pound Fire Department will take delivery and accept the vehicle at our location of 3510 Laverne Ave, N. and are responsible for delivery of vehicle to their location. The Fire Truck is being purchased in "as is" condition. Sale shall include a "full complement" of hose and some misc. loose equipment.

The Fire Chief would like to also respectfully request that the Council approve that the net proceeds (\$11,250) could be applied toward additional build out modifications identified as being needed on the new truck. The main additional expenditure is the cost of the radio \$9,212.90 which had been discussed as being part of the original bid but it was recently discovered not be part of the quoted cost.

BACKGROUND INFORMATION (SWOT):

Strengths	First offer in 6 months. Full asking price.
Weaknesses	None
Opportunities	Only serious offer to date.
Threats	None

RECOMMENDATION: Based on the aforementioned, the staff recommends the following motion be made:

"Move to approve the acceptance of the offer to purchase the City of Lake Elmo used ladder fire truck by the Pound Fire Department in the amount of \$12,500.00, with the net proceeds of \$11,250 to be used for additional build out enhancements to the new fire truck".

ATTACHMENT:

1. Bill of Sale for 1980 International Ladder Fire Truck

BILL OF SALE

This Bill of Sale is made on the date of final signature between the City of Lake Elmo (Seller) and the City of Pound Wisconsin (Buyer).

Seller hereby sells and transfers to the Buyer a 1980 International Ladder Fire Truck (VIN 1HTAA1859BHA14836) located at 3510 Laverne Avenue North, Lake Elmo, MN 55042 for an amount of \$12,500.00.

It is agreed that the Buyer will pick up the truck at 3510 Laverne Avenue and are responsible for delivery of the vehicle to their location and that this vehicle is being sold "as is".

It is agreed that the Buyer will register the vehicle in Wisconsin and will provide a copy of the Wisconsin registration documentation to the City of Lake Elmo for its file to show the ownership transfer has been completed.

The Seller warrants to Buyer it has good and marketable title to said property, full authority to sell and transfer said property, and that said property is sold free of all liens, encumbrances, liabilities and adverse claims of every nature and description whatsoever.

SELLER

BUYER

City of Lake Elmo
Administrator

Date

City of Pound Wisconsin

Date



The City of Lake Elmo offers competitive pay and benefits in addition to professional development opportunities to all employees. The city's number one value statement is to foster an environment based on trust and ethics. These philosophies and practices help the City in recruiting and retaining exceptional employees.

Accepting Applications for the Position of:

Taxpayer Relations / Communications Coordinator

SALARY: \$34,000 to \$50,000/DOQ

OPENING DATE: 05/01/2015

CLOSING DATE: 07/01/2015

POSITION RESPONSIBILITIES: The objective of this position is to coordinate the primary taxpayer (customer) communications/problem-solving for the City of Lake Elmo which is consistent with Mission, Vision and Core Values of the City of Lake Elmo. The position is responsible for the five main communication vehicles used by the City of Lake Elmo: the website, the Facebook page, the quarterly newsletter, the weekly new update, and cable access television. In addition, the position will assist the marketing / promotion efforts of the City of Lake Elmo in the areas of economic development, event promotion, public meetings, and Code Red applications. The position will also be responsible for the coordination of taxpayer / resident problem-solving and serve as an expeditor of taxpayer service. An ancillary responsibility will be to staff the Lake Elmo Parks Commission.

Position Description

Position Title: Taxpayer Relations / Communications Coordinator
Department: Administration
Reports To: Administrator
FLSA Status: Non-exempt/Exempt

Primary Objective of Position

The objective of this position is to coordinate the primary taxpayer (customer) communications/problem-solving for the City of Lake Elmo which is consistent with Mission, Vision and Core Values of the City of Lake Elmo. The position is responsible for the five main communication vehicles used by the City of Lake Elmo: the website, the Facebook page, the quarterly newsletter, the wee

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Essential Functions of the Position

1. Plans, Develops and implements the City of Lake Elmo's communication strategy with its taxpayers, other governments, media and the greater community;
2. Coordinates information to the community through the use of print, electronic, cable television and social media. Communication vehicles include: website, newsletter, weekly update, Facebook, cable access television and various public meetings;
3. Coordinate the cable casting, re-broadcast and video streaming of City Council and Planning Commission meetings or programs regarding the City;
4. Coordinates communication with the news media;
5. Assists Administrator in the development of public relations and marketing materials used to promote the community to developer's, new residents and other interested parties;
6. **Interacts positively** with taxpayer through the provision of information, casework problem-solving, and other means to resolve issues;
7. Coordinates and Promotes city services through special events, community celebrations and gatherings and other public meetings;
8. Co-Manage the Lake Elmo Parks Commission including meeting attendance, program support and responding to Commission member inquiries.

Performance Criteria

The successful candidate shall be a "people person", able to clearly communicate the public policy decisions of the Lake Elmo City Council and operational essentials of the City staff. Prerequisites include:

- Strong oral and written communication skills;
- A sense of design / visual arts which may include photography / graphic layout;
- Skill in desktop publishing;
- Website content development and maintenance experience;
- Social media experience. Facebook "fan page" maintenance a plus;
- Problem solving skills for taxpayer relations and complaints;
- Knowledge of public relations, marketing and community affairs;
- Knowledge or willingness to learn cable access television production;
- Knowledge or willingness to learn park & recreation programming;
- Ability to work under pressure and meets deadlines.

Minimum Qualifications

1. Bachelor's Degree in communication, public relations, journalism or equivalent experience;
2. Minimum of two years of experience managing the communication / PR function of a small to

medium organization;

3. Experience in developing, implementing and maintaining a Communications Plan;
4. Strong computer skills, including Microsoft and Adobe products.

Desirable Qualifications

1. Experience in website development and maintenance;
2. Experience with cameras and video production equipment;
3. Experience in interacting with print media;
4. Experience in conflict resolution and problem solving;
5. Some supervisory experience.

Physical Requirements

Positions in this class typically require: sitting, feeling, manual dexterity, grasping, talking, and hearing, typing, and seeing. The individual may encounter unexpected and prolonged workdays and stress and pressures from dealing with emotional issues and conflicts. There is sustained exposure to computer keyboards and video screens. This position is light duty and may require the exertion of up to 20 pounds of force on occasion or a negligible amount of force frequently to lift, carry, push, pull or otherwise move objects.

PLEASE APPLY BY CLOSING DATE:

SEND COVER LETTER, RESUME, ONE PROFESSIONAL WRITING SAMPLE AND REFERENCES TO:

CITY OF LAKE ELMO ATTN: SANDIE THONE, CITY CLERK
3800 LAVERNE AVENUE NORTH, LAKE ELMO, MN 55042
OR STHONE@LAKEELMO.ORG

PLEASE VISIT OUR WEBSITE AT **WWW.LAKEELMO.ORG** FOR ADDITIONAL INFORMATION OR
CONTACT US AT 651.747.3900

CITY OF LAKE ELMO IS AN EQUAL OPPORTUNITY EMPLOYER



Position Description

Office Administrative Assistant

Position Title: Office Administrative Assistant

Date: May 24, 2013

Department: Administration

Reports To: City Clerk

FLSA Status: Non-exempt

Primary Objective of Position

To perform various types of skills including front office customer service duties, support administration department, city clerk's office, and other duties as assigned.

Essential Functions of the Position

Customer Service

- Fields all incoming phone calls
- Greets and assists all visitors at front counter
- Provides general assistance to public and staff
- Receives, sorts, and distributes incoming mail, deliveries, and faxes
- Processes outgoing mail and is responsible for auditing postage
- Schedules park reservations, conference rooms, council chambers
- Issues and tracks licensing programs

Administrative Support

- Responsible for daily opening of City Hall
- Assists with administrative mailings and publications
- Assists with records management and data practices requests
- Assists with preparation of city council and commission packets
- Assists with ordering office supplies and maintaining inventory
- Assists with elections and serves as city election judge
- Assists building department with permit issuance
- Assists with scheduling building inspections
- Assists with utility billing inquiries and mailings
- Assists with preparation of bank deposits
- Assists with petty cash reconciliation

Miscellaneous

- All other duties as assigned

Performance Criteria

- Commitment to exceptional customer service and positive attitude. Must demonstrate poise, tact, and diplomacy with strong focus on delivering superior customer service to internal and external people
- Demonstrates a working knowledge of standard office practices, procedures, equipment, and Microsoft office suite applications
- Demonstrates ability to efficiently and effectively create and produce quality detailed work with a high level of accuracy
- Demonstrates initiative in process improvement opportunities
- Strong attention to detail in reporting, accounting, and official city record keeping
- Ability to perform successfully with minimal supervision
- Ability to maintain effective and positive working relationships with associates and the public while demonstrating a team player approach in assisting all staff
- Possess excellent written and verbal communication skills and exceptional phone etiquette, with an ability to relate effectively with diverse individuals

Minimum Qualifications

- High school diploma or equivalent required
- Two years of increasingly responsible experience in an office setting and/or local government. An equivalent combination of education and work experience may be considered for this position

Desirable Qualifications

- Knowledge of principles and practices of local government
- Knowledge or experience in permitting and licensing
- Advanced computer software experience and proficiency especially in Microsoft Office, Outlook, Adobe, and various building/permit software packages
- Ability to exercise independent judgment and discretion in decision-making
- Ability to effectively problem solve using analytical and strategic thinking
- Higher education in business, public administration, or a related field
- Three recent consecutive years of full-time receptionist experience
- Knowledge of City and State regulations related to building, housing, or zoning

Supervision Responsibilities - N/A

Physical Requirements

Positions in this class typically require: sitting, feeling, manual dexterity, grasping, talking, and hearing, typing, and seeing. The individual may encounter unexpected and prolonged workdays and stress and pressures from dealing with emotional issues and conflicts. There is sustained exposure to computer keyboards and video screens. This position is light duty and may require the exertion of up to 20 pounds of force on occasion or a negligible amount of force frequently to lift, carry, push, pull, or otherwise move objects.