



## **STAFF REPORT**

DATE: July 5, 2017

**Regular Agenda**

ITEM #: 10

**MOTION**

**TO:** City Council

**FROM:** Stephen Wensman, Planning Director

**AGENDA ITEM:** Southwind of Lake Elmo Townhomes Developers Agreement

**REVIEWED BY:** Jack Griffin, City Engineer  
Sarah Sonsalla, City Attorney  
Brian Swanson, Finance Director

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### **BACKGROUND:**

On July 5, 2017, the City Council adopted Resolution 2017-072 approving the Final Plat for Southwind of Lake Elmo Townhomes. An executed Developers Agreement is a condition of final plat approval and is required prior to recording the final plat with Washington County.

### **ISSUE BEFORE COUNCIL:**

The City Council is being asked to adopt Resolution 2017-072 approving the Developer Agreement for Southwind of Lake Elmo Townhomes.

### **REVIEW/ANALYSIS:**

A condition of approval of the Southwind of Lake Elmo Final Plat is that the developer enter into a Developer's Agreement prior to the execution of the plat by City officials. Staff has drafted this Developer Agreement





which is attached for consideration by the City Council. The key aspects of the agreement include the following:

- That all public improvements to be completed by October 31, 2018, with the exception of the final wear course of asphalt on streets.
- That the developer provide a letter of credit in the amount of \$ 1,971,739 related to the cost of the proposed improvements, including 5<sup>th</sup> Street.
- That the developer provide a cash deposit of \$421,537.00 for SAC and WAC charges, park dedication, engineering administration, one year of street light operating costs and other City fees.
- There are no direct payments to the developer for oversizing of watermain and sanitary sewer in the project.
- The construction plans for the project, including the landscaping, are still under review, but are expected to be approved with minimal changes. Prior to execution of this agreement, the construction plan approval dates will be entered on Exhibit B once approved.

Upon execution of this Agreement, receipt of all fees and securities, insurance, recording of the final plat and the completion of a pre-construction meeting with the City, construction can commence.

### **FISCAL IMPACT:**

The future financial impacts include maintenance of streets, trails, sanitary sewer mains, watermain and other public infrastructure, maintenance of storm water ponding areas (after warranty period), monthly lease payments for street lights, and other public financial responsibilities typically associated with a new development. The City will collect building permit fees, Sewer Accessibility Charges and Water Accessibility Charges and property taxes for the 46 residential



townhouse subdivision. Park land dedication of \$70,000 will be collected with the final plat.

**OPTIONS:**

The City Council is being asked to consider the approval of the Developer's Agreement:

- 1) Adopt Resolution 2017-072 approving the Developer Agreement for Southwind of Lake Elmo.

**RECOMMENDATION:**

Staff recommends the City Council adopt Resolution 2017-072 approving the Developer's Agreement for Southwind of Lake Elmo with the following motion:

***“Move to adopt Resolution 2017-072 approving the developer's agreement for Southwind of Lake Elmo”***

**ATTACHMENTS:**

- Resolution 2017-072
- Southwind of Lake Elmo Developer's Agreement



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

**RESOLUTION NO. 2017-072**

*A RESOLUTION APPROVING AN AMENDMENT TO DEVELOPER'S  
AGREEMENT FOR THE SOUTHWIND OF LAKE ELMO  
RESIDENTIAL TOWNHOME DEVELOPMENT*

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

**WHEREAS**, Southwind Builders Inc, 2372 Leibel Street, White Bear Lake, MN 55110 (“applicant”) has previously submitted an application to the City of Lake Elmo (“City”) for a Final Plat for Southwind of Lake Elmo Development; and

**WHEREAS**, on February 23, 2015, the Lake Elmo Planning Commission reviewed a General Sketch Plan of the property; and

**WHEREAS**, on March 3, 2015, the Lake Elmo City Council reviewed a General Sketch Plan, but took no action; and

**WHEREAS**, on July 7, 2015, the Lake Elmo Planning Commission reviewed and recommended approval of the preliminary plat; and

**WHEREAS**, on July 21, 2015, the Lake Elmo City Council adopted Resolution 2015-056 approving the Preliminary Plat for a 46-unit single family attached (townhouse) development, subject to 21 conditions; and

**WHEREAS**, on December 15, 2015, The Lake Elmo City Council adopted Resolution 2015-88 approving a 12-month extension to the final





plat submittal deadline of the approved plat to allow for additional time to prepare for financing and other planning activities, thereby extending the final plat application deadline to December 1, 2016, and

**WHEREAS**, on November 15, 2016, The Lake Elmo City Council adopted Resolution 2016-102 approving a 12-month extension to the final plat submittal deadline of the approved plat to allow for additional time to prepare for financing and other planning activities, thereby extending the final plat application deadline to December 1, 2017, and

**WHEREAS**, on June 12, 2017, the Lake Elmo Planning Commission reviewed the Southwind of Lake Elmo Final plat and recommended approval subject to 16 conditions; and

**WHEREAS**, on July 5, 2017, the Lake Elmo City Council reviewed the Southwind of Lake Elmo Final Plat and adopted Resolution 2017-068; and

**WHEREAS**, a condition of approval of said Resolution 2017-068, establishes that prior to execution of the Final Plat by City officials, the Applicant shall enter into a Developer's Agreement with the City; and

**WHEREAS**, the Applicant and the 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 July 5, 2017 meeting; and

**NOW, THEREFORE, BE IT RESOLVED THAT** the City Council does hereby approve an amendment to the Developer's Agreement for Southwind of Lake Elmo and authorizes the Mayor and City Clerk to execute the document.

Passed and duly adopted this 5<sup>th</sup> day of July, 2017 by the City Council of the City of Lake Elmo, Minnesota.



\_\_\_\_\_  
Mike Pearson, Mayor

ATTEST:

\_\_\_\_\_  
Julie Johnson, City Clerk



*(reserved for recording information)*

## **DEVELOPMENT AGREEMENT**

*(Public sewer and water)*

### ***Southwind of Lake Elmo***

**THIS DEVELOPMENT AGREEMENT** is dated \_\_\_\_\_, 2017, by and between the **CITY OF LAKE ELMO**, a Minnesota municipal corporation (the “City”), and Southwind of Lake Elmo, LLC. (the “Developer”).

1. **REQUEST FOR PLAT APPROVAL.** The Developer has asked the City to approve a plat for Southwind of Lake Elmo (referred to in this Agreement as the “Subdivision”). The property being platted is situated in the County of Washington, State of Minnesota, and is legally described on **Exhibit A**.





2. **CONDITIONS OF PLAT APPROVAL.** The City hereby approves the Subdivision on condition that the Developer enter into this Agreement, furnish the security required by it, and record the plat with the County Recorder or Registrar of Titles within 120 days after the City Council approves the final plat.

3. **RIGHT TO PROCEED.** This Agreement is intended to regulate the development of the Property and the construction therein of certain public and private improvements. The Developer may not grade or otherwise disturb the earth, remove trees or construct public or private improvements or any buildings within the Subdivision until all the following conditions precedent have been satisfied:

A. the Developer has prepared warranty deeds conveying fee title of Outlot A, and C to the City and provided copies of the executed warranty deed to the City for recording with Washington County;

B. the Developer has executed and recorded with Washington



County all drainage and utility easements required for the Subdivision by the City Engineer and Public Works Director in the City's standard form;

C. the Developer has executed and recorded with Washington County the storm water maintenance and easement agreement in the City's standard form;

D. this Agreement has been executed by the Developer and the City;

E. the required Letters of Credit (as hereinafter defined) have been received by the City from or on behalf of the Developer;

F. final construction plans and specifications have been submitted by the Developer and approved by the City Engineer;

G. the Developer has paid the City for all legal, engineering and administrative expenses incurred by the City regarding the City approvals and has given the City the additional



- construction inspection escrow required by this Agreement;
- H. the Developer has paid any outstanding assessments and taxes for the property or property being deeded to the City;
- I. the Developer has fulfilled any park dedication requirements as specified under this Agreement;
- J. the Developer has received all necessary permits from the MPCA, MDH, DNR, applicable watershed, Washington County, and any other agency having jurisdiction over the Subdivision;
- K. the Developer has provided the City with a certificate of insurance required by this Agreement;
- L. the Developer or the Developer's engineer and the Developer's contractor(s) have initiated and attended a preconstruction meeting with the City Engineer, and City staff;
- M. the final plat has been recorded with Washington County;
- N. the City has issued a written notice that all above conditions





have been satisfied and that the Developer may proceed;

O. Legal documents regarding homeowner association documents, covenants, and restrictions have been submitted, reviewed and approval by the City Attorney; and

P. the Developer shall provide a Title Policy for all land dedicated to the City.

4. **PHASED DEVELOPMENT.** If the plat is a phase of a multi-phased preliminary plat, the City may refuse to approve final plats of subsequent phases of the development if the Developer is not in compliance with any term of this Agreement and the non-compliance has not been remedied. Development of subsequent phases of the development may not proceed until development agreements for such phases are approved by the City. Park dedication charges and availability charges for sewer and water referred to in this Agreement are not being imposed on outlots that are designated in the plat for future subdivision into lots and blocks, if any, in the plat. Such charges will be calculated and



imposed when these outlots, if any, are platted into lots and blocks.

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

6. **DEVELOPMENT PLANS.** The Developer agrees to develop the Property in accordance with the City approvals, including the terms and conditions of approval of the final plat as detailed in City Council Resolution No. 2017-072, and to construct all improvements in accordance with the approved construction



plans and specifications (collectively, the “Plans”) prepared by a professional engineer registered in the State of Minnesota at its sole expense. All terms and conditions of the City approvals are hereby incorporated by reference into this Agreement. The documents which constitute the Plans are those on file with and approved by the City and are listed on **Exhibit B** attached hereto. The Plans may not be modified by the Developer without the prior written approval of the City.

7. **IMPROVEMENTS.** In developing the Subdivision in accordance with the Plans, the Developer shall make or install at its sole expense the following public and private improvements (collectively, the “Subdivision Improvements”):

- A. Grading and erosion control;
- B. Sanitary sewer;
- C. Water system improvements;
- D. Stormwater improvements (storm sewer pipe, control structures, ponds, BMPs, etc.)
- E. Streets and sidewalks;
- F. Trails;





- G. Underground private utilities;
- H. Landscaping;
- I. Street lighting and signage;
- J. Intersection improvements (turn lanes, by-pass lanes, traffic control, etc.);
- K. Tree preservation and reforestation;
- L. Wetland mitigation and buffers; and
- M. Monuments required by Minnesota Statutes.

All improvements shall be installed in accordance with the approved Plans, the City approvals, the City Code, the City's Engineering Design and Construction Standards Manual, and the City's Landscape and Irrigation Standards. 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 Plans, the City approvals, the City Code, the City's Engineering Design and Construction Standards Manual, and the City's Landscape and Irrigation 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 or a soil engineer inspect the Developer's 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.

#### **8. CITY ADMINISTRATION AND CONSTRUCTION OBSERVATION.**

At the time of the City's approval of the final plat for the Subdivision, the Developer shall submit to the City an amount to be escrowed by the City for City administration and construction observation costs in an amount provided under paragraph 34 of this Agreement - Summary of Cash Requirements. Thereafter, the Developer shall reimburse the City each month, within 30 days of receiving an invoice, for all administration and construction observation costs incurred by the City during the construction of the Subdivision Improvements by the City's engineering, public works, planning, and landscape architecture



staff and consultants. After 30 days of the invoice, the City may draw upon the escrow and stop the work on site until the escrow has been replenished in its full amount. City administration and oversight will include monitoring of construction progress and construction observation, consultation with the Developer and the Developer's professionals 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 the Security. 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 by the City on an hourly basis.

The direction and review provided by the City through the inspection of the Subdivision Improvements should not be considered a substitute for the Developer-required management of the construction of the Subdivision Improvements. The Developer must require the Developer's 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 Subdivision Improvement. The City shall inspect all Developer-installed Subdivision Improvements during and after construction for compliance with the Plans, the City approvals, the City Code, the City's Engineering Design and Construction Standards Manual, and the City's Landscape and Irrigation Standards. The Developer will notify the City at such times during construction as the City requires for inspection purposes. Such inspection is pursuant to the City's governmental authority, and no agency or joint venture relationship between the City and the Developer is thereby created.

**10. CONTRACTORS/SUBCONTRACTORS.** City Council members, City employees, and City Planning Commission members, and corporations, partnerships, and other entities in which such individuals have greater than a twenty-five (25) percent ownership interest or in which they are an officer or director may not act as contractors or subcontractors for the Subdivision Improvements identified in Paragraph 7 above.





**11. TIME OF PERFORMANCE.** The Developer shall install all required Subdivision Improvements by October 31, 2018, with the exception of the final wear course of asphalt on streets. The Developer shall install the bituminous wearing course of streets after the first course has weathered a winter season, consistent with warranty requirements, however, final acceptance of the Subdivision Improvements by the City 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.

**12. MAINTENANCE DURING CONSTRUCTION.** The Developer shall be responsible for all maintenance of the Subdivision Improvements including the snow plowing of the streets, roads and alleys until the Subdivision Improvements are



accepted by the City in writing. The developer is also responsible to locate all underground utilities until the development is accepted in writing by the City. Warning signs shall be placed by the Developer 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 by the Developer. In the event residences are occupied prior to completing streets, the Developer shall maintain a smooth surface and provide proper surface drainage to ensure that the streets are passable for traffic and emergency vehicles. The Developer shall be responsible for keeping streets within and without the Subdivision clean and clear of dirt and debris that may spill, track, or wash onto the street from the Developer's operations. The Developer shall contract for street cleaning for streets within and immediately adjacent to the Subdivision. At a minimum, scraping and sweeping shall take place on a weekly basis.

Prior to the City's acceptance of the streets the City may



agree, at the City's sole discretion, to keep the streets open during winter months by plowing snow. The City will consider snow plowing streets on a case by case basis and under the following conditions. 1) The Developer must request in writing the streets in question to be plowed by the City, with such request received prior to October 1st of each winter season that plowing is requested. 2) The streets must be occupied by residences of the City. 3) For streets that do not have the bituminous wear course placed, the developer must install paved wedges along all curb lines and catch basins. 4) Gate valves and manholes must be level with the pavement surface. 5) Street curves, center medians, and other protrusions in the right-of-ways must be delineated with "High-vis" fiberglass stakes. 6) A site review must be scheduled and conducted with Public Works, and attended by the developer, to accept the streets for plowing prior to the commitment of plowing by the City. 7) The City shall not be responsible for any damage caused by snow plowing operations to the streets, curb and gutter, manholes, catch basins or other



infrastructure.8) The Developer shall enter into an Agreement with the City for plowing of the streets.

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

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

**15. CONSTRUCTION SEQUENCE AND COMPLIANCE.** The City will require the Developer to construct the Subdivision Improvements in a sequence which will allow progress and compliance points to be measured and evaluated. The Developer and the Developer's representatives are required to supervise and coordinate all construction activities for all Subdivision





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. EROSION CONTROL.** All construction regarding the Subdivision Improvements shall be completed in a manner designed to control erosion and in compliance with the City Code, the City's Engineering Design and Construction Standards Manual, all watershed district permits, the Minnesota Pollution Control Agency's best management practices, and other requirements including the City's permit with the Minnesota Pollution Control Agency for the municipal separate storm sewer system program. Prior to initiating any work on the site, an erosion control plan must be implemented by the Developer and inspected and approved by the City. Erosion and sediment control measures shall be coordinated with the various stages of development. The City may impose additional erosion control requirements at any stage in development as deemed necessary to maintain a compliant site. All areas disturbed for site



improvements must be reseeded by the Developer promptly after the work in the area is complete unless construction of the next stage of the improvements will begin in that area within seven (7) days. 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 by the City unless the Subdivision is in full compliance with the approved erosion control plan.

If building permits are issued prior to the acceptance of



public Subdivision Improvements, the Developer assumes all responsibility for erosion control compliance throughout the Subdivision and the City may take such action as allowed by this Agreement against the Developer for any noncompliant issue as stated above. Erosion control plans for individual lots will be required in accordance with the City's building permit requirements, or as required by the City or City Engineer.

**17. SITE GRADING.** In order to construct the Subdivision Improvements and otherwise prepare the Property for development, it will be necessary for the Developer to grade the Subdivision. All grading must be done in compliance with this Agreement and the approved grading plans. Within 30 days after completion of the grading, the Developer shall provide the City with an "as built" grading plan and a certification by a registered land surveyor or engineer as required in the City's Engineering Design and Construction Standards Manual.

**18. STREET AND UTILITY IMPROVEMENTS.** All storm sewers, sanitary sewers, watermain, and streets, including turn



lane and intersection improvements, shall be installed in accordance with the approved Plans, the City approvals, the City Code, and the City's Engineering Design and Construction Standards Manual. Curb and gutter, the first lift of the bituminous streets, sidewalks, boulevards graded, street signs installed, and all restoration work on the site shall be completed in accordance with the approved Plans. Once the work is completed, the Developer or the Developer's representative shall submit a written request to the City asking for an inspection of the initial improvements. The City will then schedule a walk-through to create a punch list of outstanding items to be completed. Upon receipt of the written punch list provided by the City, the punch list items must be completed by the Developer and the City notified to re-inspect the improvements. The final bituminous wear course shall be installed by the Developer after the first bituminous course has weathered a winter season. Prior to placement of the final bituminous wear course, the Developer shall repair or replace all broken or failing curbs, sidewalks and damaged or





settled streets as determined by the City from a pre-wear course walk through inspection.

## **19. LANDSCAPING AND TREE REPLACEMENT IMPROVEMENTS.**

A. The Developer agrees to install landscaping in accordance with the approved Plans, the City approvals, the City Code, the City's Engineering Design and Construction Standards Manual, and the City's Landscape and Irrigation Standards. All landscaping materials such as trees, shrubs, grasses, or other vegetation installed by the Developer must be warrantied and maintained for a period of two (2) years. The two (2) year warranty period shall be deemed to start once all required landscaping identified as responsibility of Developer in the approved Plans has received acceptance by the City. The Developer agrees to have the installer of the landscaping complete an inspection thirty (30) days prior to the end of the two (2) year



warranty period and provide the City with a written report identifying the condition of all landscaping. In the event any landscaping installed by the Developer is deemed to be in poor condition or dead, the Developer is to replace the landscaping with like kind materials or as otherwise approved by the City.

- B. The Developer shall be responsible for maintaining regular watering, fertilizing, and over-seeding necessary to establish final lawns and yards as identified in the approved Plans for outlots, public rights-of-way, and any disturbed areas outside the Subdivision boundaries according to a landscape maintenance plan approved by the City. The Developer agrees to achieve “substantial performance” on all seeded or sodded lawns and yards disturbed during the construction of Subdivision Improvements. For the purpose of this agreement “substantial performance” shall be defined for areas seeded or sodded with a turf or lawn mix as “square foot



turf areas with an average blade height of three (3) inches free of eroded, bare, or dead spots and free from perennial weeds or unwanted grasses with no visible surface soil.” For areas seeded with a native grass or flower mix “substantial performance” shall be defined as “square foot native grass or flower areas with an average height of eight (8) inches free of eroded, bare, or dead spots and no visible surface soil.”

- C. The Developer shall follow the City of Lake Elmo “Bee Safe” policy for pesticide use as per City Council RESOLUTION NO. 2015-13.

## **20. SIGNAGE, STREET LIGHTING AND OTHER UTILITIES.**

The Developer agrees to install street signs, traffic and parking signs, and pavement markings within the Subdivision all in accordance with the approved Plans and the City Engineering Design Standards Manual. Street and traffic sign details shall be submitted by the Developer to the City for approval prior to installation. In addition, the Developer shall be responsible for the



cost and all coordination work to extend private utilities along with street lighting within the Subdivision all in accordance with the approved plans and right-of-way permits.

**21. OWNERSHIP OF IMPROVEMENTS.** Upon completion of the work and construction required by this Agreement, the Subdivision Improvements lying within public easements shall become City property. Prior to acceptance of the public Subdivision Improvements by the City, the Developer must furnish the City with a complete set of reproducible "record" plans and 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 Agreement. 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





that the public Subdivision Improvements have been completed in accordance with the terms of this Agreement, the City Engineer will accept the completed public Subdivision Improvements.

**22. PARK DEDICATION.** The Developer shall pay a cash contribution of \$70,000 in satisfaction of the City's park dedication requirements. The charge was calculated as follows: 10% of \$700,000 (the purchase price per the Purchase Agreement dated 03/09/2017).

**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 Subdivision Improvements required by the City and any state or metropolitan government agency.

The sewer availability charge (SAC) in the amount of \$3,000.00 per REC shall be paid by the Developer to the City prior to recording the final plat. The total amount to be paid by the Developer is \$138,000.00.



The water availability charge (WAC) in the amount of \$3,000.00 per REC shall be paid by the Developer to the City prior to recording the final plat. The total amount to be paid by the Developer is \$138,000.00.

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

**24. STREET LIGHTS.** The Developer is responsible for the cost of street light installation consistent with a street lighting plan approved by the City. Before the City signs the final plat, the Developer shall post a Security for street light installation consistent with the approved plan. The required Security is \$48,000 and consist of eight (8) decorative lights at \$6000.00 each. The Developer shall also pay the City \$387.00 to



reimburse the City for the first year operating costs for the street lights.

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

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

- A. No building permit shall be issued for any lot within the Subdivision, or within a completed phase of the Subdivision in a City preapproved phasing plan, until such time that sanitary sewer, water, storm sewer, curbing and one lift of asphalt has been installed and tested for all public streets; sidewalks have been



installed; street and traffic control signs are installed; property monuments have been installed and grading as-built plans have been submitted and approved by the City. A “preapproved phasing plan” is defined as a phased construction plan that has been submitted by the Developer and approved by the City in advance of the preconstruction meeting for the Subdivision. Once the construction has started, the City will not consider revisions to the phasing plan for the purpose of issuing building permits.

- B. Issuance of a single building permit for a “model home” may be authorized by the City Planning Director prior to the completion of the Subdivision Improvements described in paragraph 27 (A) above, if there is safe public access to the lot that is sufficient to allow construction to proceed and there is a grading as-built plan approved by the City for the lot and all downstream storm water drainage facilities. However, the City will not





issue a certificate of occupancy for any “model home” until all conditions identified in paragraph 27 (A) above have been completed. The Developer shall use the model home only for real estate sales purposes and no other purposes.

- c. Prior to issuance of building permits, wetland buffer monuments shall be placed in accordance with the City’s zoning ordinance. The monument design shall be approved by the Planning Department.
- d. Breach of the terms of this Agreement by the Developer, including nonpayment of billings from the City, shall be grounds for denial of building permits, certificates of occupancy, and withholding of other permits, inspection or actions and the halting of all work in the Subdivision.
- e. If building permits are issued prior to the acceptance of the public Subdivision Improvements by the City, the Developer assumes all liability and costs resulting in delays in completion of public Subdivision Improvements



and damage to public Subdivision Improvements caused by the City, Developer, the Developer's contractors, subcontractors, materialmen, employees, agents, or any third parties.

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

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

- A. In the event that the City receives claims from labor, materialmen, or others that work required by this Agreement has been performed and the amounts due to them have not been paid, and the laborers, materialmen, or others are seeking payment from the City, the Developer hereby authorizes the City to commence an Interpleader action pursuant to Rule 22, Minnesota Rules of Civil Procedure for the District Courts, to draw upon the Security 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 letter of credit deposited with the District Court, except that the Court shall retain jurisdiction to determine attorneys' fees pursuant to this Agreement.

- 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 Subdivision, including but not limited to legal, planning, engineering, and inspection expenses incurred in connection with the City's approval and acceptance of the plat and the Subdivision, the preparation of this Agreement, the City's review of construction plans and documents, and all costs and expenses incurred by the City in monitoring and inspecting development of the Subdivision. All amounts incurred and due to the City at the time of the recording



of the final plat must be fully paid by the Developer prior to the City executing and releasing the final plat for recording.

- c. The Developer shall hold the City and its officials, employees, and agents harmless from claims made by itself and third parties for damages sustained or costs incurred resulting from the City's approval of the plat and the development of the Subdivision. The Developer shall indemnify the City and its officials, employees, and agents for all costs, damages, or expenses which the City may pay or incur in consequence of such claims, including attorneys' fees.
- d. The Developer shall reimburse the City for costs incurred in the enforcement of this Agreement, including reasonable engineering and attorneys' fees.
- e. The Developer shall pay, or cause to be paid when due, and in any event before any penalty is attached, all special assessments referred to in this Agreement. This





is a personal obligation of the Developer and shall continue in full force and effect even if the Developer sells one or more lots, the entire Property, or any portion of it.

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

**28. SPECIAL PROVISIONS.** The following special provisions shall apply to the Subdivision:

- A. Implementation of the recommendations listed in the June 5, 2017 Engineering memorandum.
- B. Upon the recording of the final plat, the Developer shall convey Outlots A, and C to the City by warranty deed, free and clear of any and all encumbrances, unless



otherwise agreed to by the City.

- c. The Developer must obtain a sign permit from the City Building Official prior to installation of any subdivision identification signs.
- d. The Developer shall enter into a Landscape License Agreement with the City that clarifies the individuals or entities responsible for maintenance of any landscaping installed in areas outside of land dedicated as public park and open space on the final plat.
- e. The Developer shall complete construction of 5<sup>th</sup> Street North from CSAH 17 (Lake Elmo Avenue) to the east plat line at the developer's sole cost.
- f. The Developer shall pay \$25,000.00 as partial responsibility for the improvements required by Washington County at the intersection of 5<sup>th</sup> Street and CSAH 17.

## **29. MISCELLANEOUS.**

- A. The Developer may not assign this Agreement without



the written permission of the City Council. The Developer's obligations hereunder shall continue in full force and effect even if the Developer sells one or more lots, the entire Property, or any portion of it.

- B. Retaining walls that require a building permit shall be constructed in accordance with plans and specifications prepared by a professional 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. All retaining walls identified on the Plans or by special conditions referred to in this Agreement shall be constructed before any other building permit is issued for a lot on which a retaining wall is required to be built.
- c. Legal documents regarding homeowner association documents, covenants, and restrictions shall be submitted to the City prior to recording of the final plat for



review and approval by the City Attorney.

- D. The 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 Subdivision 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 \$1,500,000 for each occurrence; limits for property damage shall be not less than \$200,000 for each occurrence; or a combination single limit policy of \$1,500,000 or more. The City shall be named as an additional insured on the policy, and the Developer shall file with the City a certificate of insurance 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 Agreement.
- F. If any portion, section, subsection, sentence, clause, paragraph, or phrase of this Agreement is for any reason held invalid, such decision shall not affect the validity of the remaining portion of this Agreement.
- G. The action or inaction of the City shall not constitute a waiver or amendment to the provisions of this Agreement. 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 Agreement shall not be a waiver or release.
- H. This Agreement shall run with the land and may be recorded against the title to the Property at the



Developer's expense. The Developer covenants with the City, its successors and assigns, that the Developer has fee title to the Property being final platted and has obtained consents to this Agreement, in the form attached hereto, from all parties who have an interest in the Property, including, but not limited to, mortgagees; 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 Subdivision and the Subdivision Improvements comply or will comply 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 Subdivision is not in compliance, the City may, at its option, refuse to allow construction or development work in the Subdivision until it is brought into compliance. Upon the City's demand, the Developer shall cease work until there is compliance.

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

- A. Subject to unavoidable delays, failure by the Developer



to commence and complete construction of the public Subdivision Improvements pursuant to the terms, conditions and limitations of this Agreement.

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

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

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





limited to, building permits.

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

**32. ENFORCEMENT BY CITY; DAMAGES.** The Developer acknowledges the right of the City to enforce the terms of this Agreement against the Developer, by action for specific performance or damages, or both, or by any other legally authorized means. In the event of a default by the Developer as to construction or repair of any of the Subdivision Improvements or any other work or undertaking required by this Agreement, the City may, at its option, perform the work and the Developer shall promptly reimburse the City for any expense incurred by the City. This Agreement is a license for the City to act, and it shall not be necessary for the City to seek an order from any court for



permission to enter the Subdivision for such purposes. If the City does such work, the City may, in addition to its other remedies, levy special assessments against the land within the Subdivision to recover the costs thereof. For this purpose, the Developer, for itself and its successors and assigns, expressly waives any and all procedural and substantive objections to the special assessments, including, but not limited to, hearing requirements, and any claim that the assessments exceed the benefit to the land so assessed. The Developer, for itself and its successors and assigns, also waives any appeal rights otherwise available pursuant to Minnesota Statutes Section 429.081.

The Developer also acknowledges that its failure to perform any or all of the Developer's obligations under this Agreement may result in substantial damages to the City; that in the event of default by the Developer, the City may commence legal action to recover all damages, losses and expenses sustained by the City; and that such expenses may include, but are not limited to, the reasonable fees of legal counsel employed with respect to the



enforcement of this Agreement.

**33. WARRANTY.** During the warranty period, the Developer warrants that all Subdivision Improvements will be free from defects and that they will continue to meet all technical specifications and standards. During the warranty period, the Developer agrees to repair or replace any Subdivision Improvement, or any portion or element thereof, which shows signs of failure, normal wear and tear excepted. If the Developer fails to repair or replace a defective Subdivision Improvement during the warranty period, the City may repair or replace the defective portion and may use the Security to reimburse itself for such costs. The Developer agrees to reimburse the City fully for the cost of all Subdivision Improvement repair or replacement if the cost thereof exceeds the remaining amount of the Security. Such reimbursement must be made within 45 days of the date upon which the City notifies the Developer of the cost due under this paragraph. The Developer hereby agrees to permit the City to specially assess any unreimbursed costs against any lots in the



Subdivision which have not been sold to home buyers if the Developer fails to make required payments to the City. The Developer, on behalf of itself and its successors and assigns, acknowledges the benefit to the lots within the Subdivision of the repair or replacement of the Subdivision Improvements and hereby consents to such assessment and waives the right to a hearing or notice of hearing or any appeal thereon under Minnesota Statutes, Chapter 429.

- A. The required warranty period for all work relating to the public sewer and water 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 of the work.
- c. The required warranty period for sod, trees, and landscaping is two (2) years from the date of final written





City acceptance of the installation.

**34. SUMMARY OF SECURITY REQUIREMENTS.** To guarantee compliance with the terms of this Agreement, payment of special assessments, payment of the costs of all public Subdivision Improvements, and construction of all public Subdivision Improvements, the Developer shall furnish the City with an irrevocable letter of credit or a cash escrow or a combination of a cash escrow and letter of credit (the "Security") in the amount of **\$1,971,739.00**. The bank originating the letter of credit shall be determined by the City to be solvent and creditworthy. The letter of credit shall substantially be in the form attached to this Agreement and must be approved by the City. The amount of the Security was calculated as itemized on Exhibit C. If at any time the City reasonably determines that the bank issuing the letter of credit no longer satisfies the City's requirements regarding solvency and creditworthiness, the City shall notify the Developer and the Developer shall provide to the City within 45 days a substitute for the letter of credit from



another bank meeting the City's requirements. If the Developer fails to provide the City within 45 days with a substitute letter of credit from an issuing bank satisfactory to the City, the City may draw under the existing letter of credit.

This breakdown is for historical reference; it is not a restriction on the use of the Security. The City may draw down the Security, without notice, for any violation of the terms of this Agreement or if the Security is allowed to lapse prior to the end of the required term. If the required public Subdivision 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 by the City to cure the default.

**35. REDUCTION OF SECURITY.** Upon written request by the Developer and upon receipt of proof satisfactory to the City Engineer that work has been completed in accordance with the approved Plans and the terms of this Agreement and that all financial obligations to the City have been satisfied, the City



Engineer may approve reductions in the Security in the following instances:

- A. Upon completion of grading operations, including temporary site restoration. The Developer must submit an as-built grading survey to the City that at a minimum establishes the as-built grades at all lot corners and downstream drainage conveyance systems and storm water ponds. Upon inspection of the site and approval of the as-built survey by the City, one hundred (100) percent, or \$244,253.60, of the Security associated with grading may be released. This Security reduction does not include amounts related to erosion and sedimentation control.
- B. Up to 75 percent of the Security associated with the itemization on Exhibit C may be released upon completion of the following key milestones of the project as determined by the City Engineer:
  - 1. Construction Categories 2 and 3: The amount of



\$229,156.00 may be released when all sanitary sewer and watermain utilities have been installed, all testing and televising has been successfully completed, sanitary sewer as-built inverts have been verified, and the utilities are considered ready for use by the City Engineer.

2. Construction Categories 4 and 5: The amount of \$714,738.00 may be released when all streets, sidewalks, and storm sewer have been installed and tested, and have been found to be complete to the satisfaction of the City Engineer including all corrective work for any identified punch list items and including verification of storm sewer as-built inverts, but not including the final wear course.
3. Construction Categories 6-10 and 14-17: The amount of \$148,101.00 may be released when all remaining Developer's obligations under this Agreement have been completed including: (1)





bituminous wear course; (2) street lighting and private utilities; (3) trails; (4) bio retention facilities; (5) iron monuments for lot corners have been installed; (3) all financial obligations to the City satisfied; (4) the required "record" plans in the form of the City standards have been received and approved by the City; and (5) the public Subdivision Improvements are accepted by the City Engineer and the City Council.

4. Construction Categories 11, 12 and 13: The amount of \$210,977.00 may be released when landscaping Subdivision Improvements have been installed to the satisfaction of the City Landscape Architect including all corrective work for any identified punch list items.

C. Twenty-five (25) percent of the original Security amount, excluding grading and landscaping improvements shall be retained until: (1) all Subdivision



Improvements have been fully completed and accepted by the City, including all corrective work and warranty punch list items; (2) all financial obligations to the City have been satisfied; and (3) the warranty period has expired.

D. Twenty-five percent (25%) of the original Security amount associated with landscaping shall be retained by the City until: (1) all landscaping Subdivision Improvements have been fully completed and accepted by the City, including all corrective work and warranty punch list items being completed by the Developer; (2) all financial obligations to the City have been satisfied; and (3) the warranty period has expired.

E. In addition to the above project milestone based Security reductions, the Developer may submit a written request and upon receipt of proof satisfactory to the City Engineer that work is progressing in accordance with the approved Plans and the terms of this



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

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

**37. SUMMARY OF CASH REQUIREMENTS.** The following is a summary of the cash requirements under this Agreement which must be paid to the City prior to recording the final plat:

Sewer Availability Charge (SAC):	\$138,000.00
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Water Availability Charge (WAC):	\$138,000.00
Park Dedication:	\$70,000.00
Special Assessments Due:	\$0
Street Light Operating Fee:	\$387.00
City Base Map Upgrading (\$25.00 per REU):	\$1150.00
Developer Cost Share for Intersection of 5 <sup>th</sup> St & CSAH 17	\$25,000.00
City Engineering Administration Escrow:	\$50,000.00
<b>TOTAL CASH REQUIREMENTS:</b>	<b>\$421,537.00</b>

**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: 2372 Leibel Street, White Bear Township, MN 55110. 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 fee ownership of the property being platted by way of an attorney's title insurance policy dated not earlier than thirty (30)





days prior to the execution of the plat.

**40. COMPLIANCE WITH LAWS.** The Developer agrees to comply with all laws, ordinances, regulations, and directives of the state of Minnesota and the City applicable to the Subdivision. This Agreement shall be construed according to the laws of the Minnesota.

**41. SEVERABILITY.** In the event that any provision of this Agreement shall be held invalid, illegal, or unenforceable by any court of competent jurisdiction, such holding shall pertain only to such section and shall not invalidate or render unenforceable any other provision of this Agreement.

**42. NON-WAIVER.** Each right, power, or remedy conferred upon the City by this Agreement is cumulative and in addition to every other right, power or remedy, express or implied, now or hereafter arising, or available to the City at law or in equity, or under any other agreement. 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. If either party waives in writing any default or nonperformance by the other party, such waiver shall be deemed to apply only to such event and shall not waive any other prior or subsequent default.

**43. COUNTERPARTS.** This Agreement may be executed simultaneously in any number of counterparts, each of which shall be an original and shall constitute one and the same Agreement.



**CITY OF LAKE ELMO**

By: \_\_\_\_\_

\_\_\_\_\_

Its: Mayor

By: \_\_\_\_\_

\_\_\_\_\_

Its: City Clerk

STATE OF MINNESOTA)

COUNTY OF WASHINGTON ) ss. )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2017, by Mike Pearson and Julie Johnson, the Mayor and City Clerk, respectively, 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



**SOUTHWIND BUILDERS, INC.**

By:

\_\_\_\_\_

Its:

\_\_\_\_\_

STATE OF MINNESOTA )

COUNTY OF \_\_\_\_\_ ) ss.

The foregoing instrument was acknowledged before me this \_\_\_\_\_,  
day \_\_\_\_\_ of \_\_\_\_\_, 2017, by \_\_\_\_\_  
\_\_\_\_\_, the \_\_\_\_\_ of \_\_\_\_\_.

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

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





**FEE OWNER CONSENT TO  
DEVELOPMENT AGREEMENT**

Southwind Builders, Inc., fee owners of all or part of the subject property, the development of which is governed by the foregoing Development Agreement, 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 \_\_\_\_\_, 2017.

STATE OF MINNESOTA )

COUNTY OF \_\_\_\_\_ ) ss.

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

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

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



# MORTGAGE CONSENT TO DEVELOPMENT AGREEMENT

Southwind Builders, Inc., which holds a mortgage on the Property, the development of which is governed by the foregoing Development Agreement, agrees that the Development Agreement shall remain in full force and effect even if it forecloses on its mortgage.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

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

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2017, by

NOTARY PUBLIC

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



**CONTRACT PURCHASER CONSENT TO  
DEVELOPMENT AGREEMENT**

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

Dated this \_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
\_\_\_\_\_  
STATE OF MINNESOTA)

COUNTY OF \_\_\_\_\_ } ss.

The foregoing instrument was acknowledged before me this \_\_\_\_  
day of \_\_\_\_\_, 2017, 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**

The North 474.06 feet of the Northwest Quarter of the Southwest  
Quarter of Section 36, Township 29 North, Range 21 West,  
Washington County, Minnesota.

Together with:

Outlot D, Hunter's Crossing 1<sup>st</sup> Addition, according to the  
recorded plat thereof, said Washington County, Minnesota





**EXHIBIT B TO  
DEVELOPMENT CONTRACT**

**List of Plan Documents**

The following documents prepared by Pioneer Engineering constitute the Plans:

THOSE DOCUMENTS BY  
FOLLOWS:

AS

<b><u>SHEET</u></b>	<b><u>TITLE</u></b>	<b><u>REVISION DATE</u></b>
<b>1 of 20 of Southwind of Lake Elmo Utility &amp; Street Construction Plan</b>	<b>Cover Sheet</b>	
<b>2 of 20 of Southwind of Lake Elmo Utility &amp; Street Construction Plan</b>	<b>Legend</b>	
<b>3-5 of 20 of Southwind of Lake Elmo Utility &amp; Street Construction Plan</b>	<b>Sanitary Sewer &amp; Watermain</b>	
<b>6-10 of 20 of Southwind of Lake</b>	<b>Storm Sewer Construction</b>	



<b>Elmo Utility &amp; Street Construction Plan</b>		
<b>11-12 of 20 of Southwind of Lake Elmo Utility &amp; Street Construction Plan</b>	<b>Street Construction</b>	
<b>13 of 20 of Southwind of Lake Elmo Utility &amp; Street Construction Plan</b>	<b>Signing&amp; Lighting Plan</b>	
<b>14-20 of 20 of Southwind of Lake Elmo Utility &amp; Street Construction Plan</b>	<b>City Details</b>	
<b>1 of 26 of 5<sup>th</sup> Street North Utility and Street Construction</b>	<b>Cover Sheet</b>	
<b>2 of 26 of 5<sup>th</sup> Street North Utility and Street Construction</b>	<b>Legend Sheet</b>	



<b>3 of 26 of 5<sup>th</sup> Street North Utility and Street Construction</b>	<b>Typical Sections</b>	
<b>4 of 26 of 5<sup>th</sup> Street North Utility and Street Construction</b>	<b>Street Alignment Sheet</b>	
<b>5 of 26 of 5<sup>th</sup> Street North Utility and Street Construction</b>	<b>Phase 1 Plan</b>	
<b>6 of 26 of 5<sup>th</sup> Street North Utility and Street Construction</b>	<b>Phase 1 Typical Section</b>	
<b>7-8 of 26 of 5<sup>th</sup> Street North Utility and Street Construction</b>	<b>Phase 2 Plan</b>	
<b>9-10 of 26 of 5<sup>th</sup> Street North Utility and Street Construction</b>	<b>Sanitary Sewer &amp; Watermain</b>	



<b>11-12 of 26 of 5<sup>th</sup> Street North Utility and Street Construction</b>	<b>Storm Sewer Construction</b>	
<b>13-14 of 26 of 5<sup>th</sup> Street North Utility and Street Construction</b>	<b>Street Construction</b>	
<b>15 of 26 of 5<sup>th</sup> Street North Utility and Street Construction</b>	<b>Signing, Striping &amp; Lighting Plan</b>	
<b>16-19 of 26 of 5<sup>th</sup> Street North Utility and Street Construction</b>	<b>Sections</b>	
<b>20-26 of 26 of 5<sup>th</sup> Street North Utility and Street Construction</b>	<b>City Details</b>	
<b>L1-3 of 5<sup>th</sup> Street North Utility and Street Construction</b>	<b>Landscape Plan</b>	





<b>1 of 8 of Grading &amp; Erosion Control Plan</b>	<b>Cover Sheet</b>	
<b>2 of 8 of Grading &amp; Erosion Control Plan</b>	<b>Legend</b>	
<b>3 of 8 of Grading &amp; Erosion Control Plan</b>	<b>Grading and Drainage Plan</b>	
<b>4 of 8 of Grading &amp; Erosion Control Plan</b>	<b>Erosion Control Plan</b>	
<b>5 of 8 of Grading &amp; Erosion Control Plan</b>	<b>Seeding Plan</b>	
<b>6-8 of 8 of Grading &amp; Erosion Control Plan</b>	<b>Details</b>	
<b>LI-3 of Landscape Plan</b>	<b>Landscape Plan</b>	
<b>1 of 1 Existing Conditions</b>	<b>Existing Conditions</b>	







**EXHIBIT C TO  
DEVELOPMENT CONTRACT**

**Subdivision Improvements and Northern Half of 5<sup>th</sup> Street  
Construction Cost/Security Amount Estimate**

<b><u>CONSTRUCTION CATEGORY</u></b>			<b><u>COST</u></b>
<b><u>125%</u></b>			
1	<u>Grading</u>	\$244,253.60	\$305,317.00
2	<u>Sanitary Sewer</u>	\$117,757.11	\$147,196.38
3	<u>Watermain</u>	\$126,676.33	\$158,345.41
4	<u>Storm Sewer (includes pond structures and outfall pipes)</u>	\$217,173.00	\$271,466.00
5	<u>Streets and Sidewalks</u>	\$545,215.00	\$681,518.00
6	<u>Trails</u>	32,525.00	\$40,656.00
7	<u>Surface Water Facilities (ponds, infiltration basins, other BMPs)</u>	\$35,185.00	\$43,981.00



8	<u>Street Lighting</u>	\$48,000.00	\$60,000.00
9	<u>Street and Traffic Signs</u>	\$7,400.00	\$9,250.00
10	<u>Private Utilities</u> <i>(electricity, natural gas, telephone, and cable)</i>	N/A	N/A
11	<u>Landscaping Improvements</u>	\$225,042.00	\$281,303.00
12	<u>Tree Preservation and Restoration</u>	(Addressed in Landscaping)	
13	<u>Wetland Mitigation and Buffers</u>	N/A	N/A
14	<u>Monuments</u>	\$4,600.00	\$5,750.00
15	<u>Erosion and Sedimentation Control</u>	\$25,265.00	\$31,582.00
16	<u>Miscellaneous Facilities</u>	N/A	N/A





17	<u>Developer's</u>	\$5,000.00	\$6,250.00
	<u>Record Drawings</u>		

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<b><u>TOTALS</u></b>	<b>\$1,577,391.00</b>	<b>\$1,971,739.00</b>
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## FORM OF IRREVOCABLE LETTER OF CREDIT

No. \_\_\_\_\_

Date: \_\_\_\_\_

TO: City of Lake Elmo

Dear Sir or Madam:

We hereby issue, for the account of Southwind Builders, Inc. 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.

The draft must:

- a) Bear the clause, "Drawn under Letter of Credit No. \_\_\_\_\_, dated \_\_\_\_\_, 20\_\_\_\_, 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, 20\_\_\_\_.

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



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

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

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

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

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

Its \_\_\_\_\_





## STAFF REPORT

DATE: 7/5/2017

**REGULAR**

ITEM #: 11

**MOTION**

**TO:** City Council

**FROM:** Stephen Wensman, Planning Director

**AGENDA ITEM:** Hidden Meadows 2<sup>nd</sup> Addition OP Final Plat

**REVIEWED BY:** Emily Becker, City Planner  
Jack Griffin, City Engineer  
Mike Bent, Building Official  
Greg Malmquist, Fire Chief  
Kristina Handt, City Administrator

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### **BACKGROUND:**

Hidden Meadows 1st Addition was approved on 5/16/2006 which included the platting of the Rock Point Church property and two outlots proposed for a future OP - Open Space Preservation development. The deadline for final plat application for the OP development was extended from January 2007 to January 2, 2018. RM Investments, LLC & Mpls Re, LLC is now requesting final plat approval of Hidden Meadows 2nd Addition, a 26 unit single family OP – Open Space Preservation development located off of Keats and State Highway 36.

### **General Information.**

*Applicant:* RM Investments, LLC & Mpls Re, LLC, 13925 Fenway Blvd N, Hugo, MN 55038

*Property Owners:* Rockpoint Church, 5825 Kelvin Ave N., Lake Elmo, MN 55042





*Location:* Outlots A and B, Hidden Meadows Addition

*Request:* Final Plat and Easement Vacation

*Existing Land Use and Zoning:* Vacant / Rural Residential Zoning

*Surrounding Land Use and Zoning:* State Highway 36 to the North; Keats Avenue and residential properties to the west; Bergmann's Farm to the east; and large lot residential properties to the south; Rock Point Church is surrounded by the proposed development on 3 sides

*Comprehensive Plan:* Rural Area Development

*History:* Approval of Comprehensive Plan Amendment, Rezoning, 1<sup>st</sup> Addition preliminary plat (2005-030) and Conditional Use Permit for the church on 04/28/2005; OP Development Concept Plan approval on 04/28/2005 by Resolution 2005-031; 1<sup>st</sup> Addition Final Plat approval on 5/16/2006; Hidden Meadows 2<sup>nd</sup> Addition preliminary plat and conditional use permit approval on 4/18/2006 by Resolution 2006-038; Hidden Meadows 1st Addition final plat approval on 5/16/2006 by Resolution 2006-048; A 1-year final plat extension was approved on 01/02/2007 by Council motion; A 5-year final plat extension was approved on 12/11/2007 by Resolution 2007-97; A 6-month final plat extension was approved on January 15, 2013 by Council motion; A 2-year final plat extension was approved on 01/19/2016 by Council motion. Planning Commission reviewed the final plat on 6/12/17 recommending approval.

*Deadline for Action:* Application Complete – 5/17/17  
60 Day Deadline – 7/16/17  
Extension Letter Mailed – N/A  
120 Day Deadline – N/A

**ISSUE BEFORE COUNCIL:**



The City Council is being requested:

1. To adopt Resolution 2017-073 approving the Final Plat for Hidden Meadows 2<sup>nd</sup> Addition.

### **PROPOSAL DETAILS/ANALYSIS:**

The Hidden Meadows preliminary plat was approved nearly ten years ago and because some of the details of the preliminary plat are missing and because many City standards have changed since 2005/2006, Staff has prepared a review of the final plat that is more robust than typical to provide the Council a better understanding of the proposed final plat and project.

**Preliminary Plat Status.** State Statute prohibits any amendment to a comprehensive plan or official control that applies to or would affect the use, development density, lot size, lot layout, or dedication or platting required or permitted by the approved application for one year following preliminary approval unless the subdivider and the municipality agree otherwise. Because it has been more than one year since the initial Preliminary Plat approval, and no such agreement was forthcoming, this prohibition longer applies. The City can enforce the current regulations and standards including the Engineering Design Standards. Typically, if a final plat is in substantial conformance with the approved preliminary plat, the City Council must approve the final plat. If the Hidden Meadows 2<sup>nd</sup> Addition final plat is not approved at this time, the applicant or property owner will have to begin the planning process again, submitting new preliminary and final plat applications to bring forth a new development plan meeting current ordinances and standards.

**Easement Vacation.** With last final plat extension, the owner granted a drainage and utility easement over the watermain in Outlot A to comply with a condition of the Hidden Meadows final plat. This easement needs to be vacated to accommodate the 2<sup>nd</sup> Addition final plat. New



easements will be put into place. The applicant has requested the easement vacation be placed on a subsequent City Council agenda.

**OP – Open Space Preservation Ordinance.** On 10/04/2016 the City Council approved Ordinance 08-152 amending the OP ordinance with some new standards and a new PUD - Planned Unit Development process. Hidden Meadows 2<sup>nd</sup> Addition was preliminary platted in 2006 under the old OP ordinance and a subsequent conditional use permit was approved for the development.

**Land Area.** The OP development was conceived of in conjunction with the development of the church, now called Rock Point Church. Hidden Meadows 1<sup>st</sup> Addition consisted of a 108 acre development that included the church parcel (19.97 acres), Outlot A (57.98 acres), Outlot B (28.53 acres) and right-of-way for 59<sup>th</sup> Street North.

Hidden Meadows 2<sup>nd</sup> Addition is 86.52 acres in size and is the replat of Hidden Meadow's Outlots A (57.98 acres) and B ( 28.53 acres), however a portion of Outlot B (18.63 acres) is not considered part of the OP residential development and will be remain in church ownership as originally proposed as Outlot A, Hidden Meadows 2<sup>nd</sup> Addition. The proposed development meets the 40-acre minimum land area requirement for an OP development (old ordinance).

Hidden Meadows 2<sup>nd</sup> Addition Plat Area

<i>Area</i>	<i>Acres</i>	<i>Future Ownership</i>
Outlot A	18.63	Church
Outlot B	7.45	Church
Outlot C	15.06	HOA
Outlot D	1.36	HOA
Outlot E	8.29	City
Outlot F	3.51	City



Right-of-way	4.01	City
Lot Area	25.91	Developer
Lot 1, Block 1	2.46	Church
<hr/>		
<b>Total Area</b>	<b>86.68</b>	

OP Residential Development Area

<i>Area</i>	<i>Acres</i>	<i>Future Ownership</i>
<hr/>		
Outlot B	7.45	Church
Outlot C	15.06	HOA
Outlot D	1.36	HOA
Outlot E	8.29	City
Outlot F	3.51	City
Right-of-way	4.01	City
Lot Area	25.91	Developer
Lot 1, Block 1	2.46	Church
<hr/>		
<b>Total</b>	<b>68.05</b>	

**Density.** As indicated above, the OP development area is 68.05 acres, of which 4.44 acres is wetland and wetland buffer. The allowed OP density cannot exceed .45 du/buildable acres. Subtracting for wetlands, the development density will be .41 du/buildable acres ( $26/(68.05-4.44=63.61)$ ).

**Lot Size.** The average lot size within Hidden Meadows 2<sup>nd</sup> Addition is just over an acre with the smallest being just over 3/4- acres and the largest being 2.46-acres in size (Lot 1, Block 1). Lot 1, Block 1 contains an old barn and farmhouse that existed on the property when the area was a farm. This lot will be retained by the church and is part of the plat.





It is the only lot that is proposed to have its own septic system, and is not proposed to be connected to the community septic system. Staff recommended to the Planning Commission that Lot 1, Block 1 be connected to the community septic system. The Planning Commission does not recommend connection to the community septic because connection will be difficult and the lot has an existing septic system. Given the Planning Commission's recommendation, Staff researched the records on the existing septic system and found only a record of maintenance (pumping) performed on 12/15/2016. Staff recommends the existing septic system be inspected with the final plat and if the septic system is failing, then the lot be connected to the community septic system.

**Open Space Requirement.** By the old OP ordinance, open space created as part of an OP development must meet the following criteria:

- A. Total preserved open space within the proposed development shall be at least 50% of the total Buildable Land Area (old ordinance). Hidden Meadows 2<sup>nd</sup> Addition preserves Outlots B-F (35.67 acres) as open space, or 51% of the OP development area when subtracting out unbuildable wetlands and wetland buffers (32.37/63.61).

<i>Open Space Areas</i>	<i>Acres</i>	<i>Buildable Acres</i>	<i>Future Ownership</i>
Outlot B	7.45	6.23	Church
Outlot C	15.06	15.06	HOA
Outlot D	1.36	0.89	HOA
Outlot E	8.29	6.81	City
Outlot F	3.51	3.38	City
Total	35.67	32.37	

32.37/63.61= 51% buildable open space



- B.** Not less than 60% of the preserved open space shall be in contiguous parcels of not less than ten (10) acres. (Staff Comment) Of the proposed open space, only Outlot C meets the contiguous 10 acre requirement, but it only represents 44% of the preserved open space. This is a deviation from the OP regulations, but is consistent with the preliminary plat. The City Council should reaffirm the approval of the deviation from the OP Standards with an affirmative 4/5<sup>th</sup> vote.
- C.** Preserved open space is to be maintained for the purposes for which it was set aside;  
(Staff Comment) Outlot B will be preserved open space owned by the Church. It will not be changed from its current condition. Outlot C currently contains the community septic system to be shared between the church and the residential development. The open space regulations allow the community septic system to be in preserved open space. Outlot D contains a wetland, woods, and a segment of the church's trail to remain untouched. Outlot E contains most of the wetlands, woods and proposed stormwater ponds and an infiltration basin and will remain unchanged except for the infiltration basin. Outlot F will contain proposed stormwater ponds and an existing wetland and some buffer area. Staff and the Planning Commission recommend breaking up Outlot F into 3 outlots with the City taking ownership of the portion with stormwater infrastructure and the HOA owning and maintaining the others.
- D.** The OP ordinance requires that the open space be protected by a conservation easement. (Staff Comment) In the past, the Minnesota Land Trust (MLT) had reviewed the open space and had provided conditions in which it might hold the open space. It is not clear whether the MLT is willing to hold the conservation easement. If the MLT is not willing to hold the conservation easement, then according to ordinance, it can be conveyed by to the City.



Presently, there is a temporary conservation easement (attached) over all of Outlot B, Hidden Meadows 1<sup>st</sup> Addition which terminates upon approval of the Hidden Meadows 2<sup>nd</sup> Addition final plat. The OP Ordinance requires preserved open space be conveyed by conservation easement to the City. This conveyance would pertain to Outlots B and D, E and F (the portions to be owned by the HOA).

- E. Where applicable, a homeowner's association shall be established to permanently maintain all residual open space and recreational facilities; (Staff Comment) An HOA will be set up to maintain all open space and the community septic system (shared responsibility with the church). In addition, a Landscape License Agreement will be prepared and executed to identify ownership and responsibilities for landscaping and open space.
- F. Preserved open space shall be contiguous with preserved open space or public parks on adjacent parcels; (Staff Comment) There are no preserved open spaces contiguous to this development.

**OP Buffers.** The Hidden Meadows 2<sup>nd</sup> Addition preliminary plat was approved with 200 foot buffers from residential properties to the west and south and a 100 foot buffer from the Bergmann property on the east (considered to be a future OP development), all of which, comply with the OP buffer standards. In the approved preliminary plat, nearly all of the required buffer area was within individual lots with the buffer extending to the rear façade of the proposed homes protected by drainage and utility easements. No structures are allowed within buffers which would leave the proposed homes with no usable backyard for pools, sheds, swing-sets, gazebos, or even decks. In order to provide each home with some usable backyard for these typical residential structures, the developer has modified the buffers on the proposed final plat to 150 feet from residential properties to the west and south and 50 feet from the Bergmann farm property to the east. The City Council



should affirm the new deviation from the buffer requirement with a 4/5 vote as required by the OP regulations.

The Ziertmans, located on the west side of the proposed development, had been vocal during the preliminary plat public hearing process. They do not object to the reduced buffer provided that a berm is provided in conjunction with the coniferous screening. The Bergman's have not commented on the buffer, but have asked for a street stub connection to their farm.

### **Engineering Standards and Subdivision Standards:**

The City's Engineering Design Standards and the Subdivision Standards have been updated since the City's approval of the Hidden Meadows 2<sup>nd</sup> Addition preliminary plat, with the most recent update being approved in April, 2017. The City requires the City's Engineering Design Standards be shown on the construction plans. The preliminary plat approved in 2006, does not conform to the current City of Lake Elmo Engineering Design Standards. This fact has made reviewing the proposed development difficult. With this report, Planning and Engineering Staff have highlighted areas in which the current standards have not been met and how they differ.

**Street Right-of-Way Design.** The streets in Hidden Meadows and Hidden Meadows 2nd Additions do not match the City's typical right-of-way layout (Engineering detail 805). The applicant has provided a proposed layout on Plan Sheet C24.0 to illustrate where proposed infrastructure will go within the right-of-way. The infrastructure proposed for the 50 foot right-of-way includes a 24 foot wide street, surmountable curbs, street trees, street lights, an 8' bituminous trail, and sanitary sewer for the community septic system. To make the street work, the street trees on one side of the street are located on the outer edge of the 10 ft. drainage utility easement adjacent to the right-of-way





in the residential front yards. The private sanitary sewer is located under the City trail. In general, this layout matches the street profile of 59<sup>th</sup> Street, the street providing access to Rock Point Church in the first phase.

**Cul-de-sac Length.** 59<sup>th</sup> Street N. was platted with Hidden Meadows 1<sup>st</sup> Addition providing access to Rock Point Church. This segment of road is roughly 2,000 feet long. The Hidden Meadows 2<sup>nd</sup> Addition final plat extends the 59<sup>th</sup> Street N. into a cul-de-sac that is nearly 4,000 feet long. The shorter proposed cul-de-sac, shown as 57<sup>th</sup> Place N., is nearly 1,000 feet long. The City's standard for cul-de-sac length for subdivisions with lots 2.5 acres or less in size is 1,000 feet.

**Street Connections to Adjacent Properties.** During the preliminary plat process, there are records indicating discussion about providing access to a landlocked parcel to the south of the plat, however, the preliminary plat was approved without such a road connection. The landlocked parcel has a driveway easement providing access, however, the property would not be able to subdivide in the future without street frontage. Most recently, the Bergman's contacted the City and are requesting that one of the cul-de-sacs provide a street stub to their farm located to the east of the site. The final plat street layout is consistent with the preliminary plat approval. The Planning Commission reviewed the final plat and was concerned with the length of the cul-de-sac and the need for connectivity to the Bergmann parcel to the east. The Planning Commission recommended a condition of approval that the Hidden Meadows 2nd Addition provide street right-of-way for 57th Street North to the east edge of the plat to provide the requested access to Bergmann's property and to improve east west street connectivity.

**Wetland Buffers.** Current Engineering Design Standards require wetland buffers to be outside of individual residential lots on outlots in order to provide maximum protection from residential intrusion such as mowing, piling of debris, or placement of structures, etc. The required



wetland buffers in the Hidden Meadows 2<sup>nd</sup> Addition preliminary plat and final plat do not comply with this engineering standard. It is recommended that wetland buffer signs be placed within the residential lots to identify the wetland buffer limits and that the HOA documents restrict residents from mowing and intruding into the buffer area.

**Stormwater Ponds and Infiltration areas.** It is City policy to require storm ponds and infiltration areas to be located in outlots owned and maintained by the City. The proposed final plat deviates from this with a large storm pond that stretches over the rear of Lots 8-10, Block to and Outlot F, all contained within drainage and utility easements. Although deviating from City standards, the condition is consistent with preliminary plat. Outlot F will be City owned and maintained and the developer has provided a maintenance access bench, also within rear yards. The location of the pond and associated slopes are +/- 40 feet from the rear façade of the proposed home pads.

**Retaining Walls in Right-of-Way.** It is a City policy to limit or discourage the location of retaining walls within City right-of-ways in order to minimize City costs to maintain or replace walls in the future. In this case, the development was graded after preliminary plat approval and the roads and ponds were essentially graded to plan. As a result, if the final plat moves forward as planned the walls in the City rights-of-way are unavoidable because of existing grades and wetlands.

### **Other Zoning Issues:**

**Street Names.** The proposed final plat for Hidden Meadows 2<sup>nd</sup> Addition street names were reviewed against the City's amended street naming ordinance approved in 2016 and the Hidden Meadows 1st Addition Plat. Staff has reviewed the proposed streets and finds them consistent with the street naming ordinance, however if the northerly cul-de-sac is to continue to the east through the Bergmann property as a



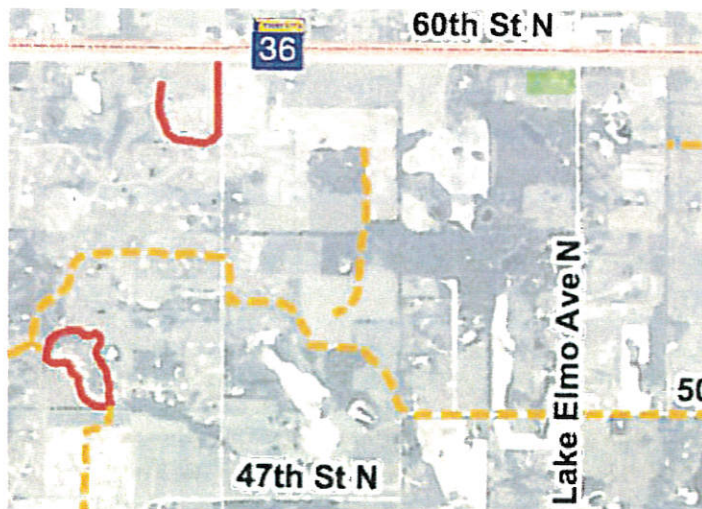
thru-street as recommended by the Planning Commission, it will be named 57<sup>th</sup> Street North.

**Parks and Trail Dedication.** The minimum park dedication requirements for OP Developments is 7% of the land area, or an amount of cash equal to 7% of the fair market value for the zoning district in which the property is located. Fair market value is determined by reference to current market data, if available, or by an appraisal from a licensed real estate appraiser; paid for by the developer.

The approved preliminary plat shows trails in the rights-of way as a continuation of the trail in Hidden Meadows 1<sup>st</sup> Addition and a trail spur into Outlot F to the southern edge of the property.

This trail location was in response to a proposed trail corridor identified in the City's Comprehensive Trail Guide Plan, dated November 29, 2005. The proposed trail dead ended at the southern property line. The property immediately south has no road frontage and cannot at this time further subdivide; therefore, Staff does not recommend construction of the proposed trail at this time or until a viable trail corridor can be established. The Parks Commission was consulted on this at its January 17, 2017 meeting and a voted unanimously to recommend no trail be constructed in Outlot F. They also mentioned it would be nice to provide a trail that would connect to an existing park, however, there is currently no viable option to do so. There also was general consensus that there was no preference to trails over sidewalks within the right-of-way.





Comprehensive Trail Guide Plan Map, dated November 29, 2005

The Applicant has amended the Final Plat to remove the trail corridor in Outlot F though still proposes trails within the right-of-way to match the trail constructed within the right-of-way in Hidden Meadows 1<sup>st</sup> Addition.

The City requires sidewalks on one side of all streets and therefore, does not allow trails in rights-of-way to receive a credit towards park dedication. Park Dedication requirements will be incorporated into the Developers Agreement and collected prior to recording the final plat.

**Rear Yard Area.** Although there are no zoning or subdivision regulations requiring usable yard area per lot, it should be pointed out that a several lots have limited back yard space due to stormwater management requirements. Lots 8-10, Block 2 have +/- 40 foot deep back yard area because of the stormwater pond location. The rear yards on Lot 1, Block 4 and Lot 1, Block 3 are impacted by drainage areas. Many of the lots have limited backyard area (50 feet) because of OP buffer requirements.

**Street Lights.** The Construction Plans identify street lights at intersection and at the ends of cul-de-sacs. At the April 10 Commission meeting, the Commission requested Staff revise ordinances and





standards to minimize the requirement for residential street lighting. Staff has communicated this to the developer and has requested that a street light be provided only at the intersection of Kelvin Avenue and the first cul-de-sac. The plans have not been updated to limit the number of street lights.

**Development Signage.** No development signage has been proposed, but the likely location would be in Outlot C within the proposed HOA owned open space. A provision for a future sign within the open space should be made, prior to the execution of a new conservation easement. A separate sign permit is required for development signs.

**Dump Site.** The existing conditions identified a dump site on the survey. The developer should verify that the dump site has been appropriately cleaned up meeting applicable environmental regulations.

**Parking.** The proposed streets in the development are 24 feet wide and will be limited to one side of street parking. Staff will prepare an ordinance concurrent with the final plat to limit parking to one side of the street at a subsequent City Council meeting.

**Community Septic System.** The community septic system, on Outlot B, was installed by the Rock Point Church when the property was developed. The system was designed to be shared with the residential development and has enough excess capacity at this time to accommodate 17 new homes according to the septic report provided by the applicant. An expansion is needed to accommodate the remaining homes. The developer has not provided a design for the expansion of the system which is needed to service the remaining 8 lots. The design and permitting of the septic system expansion has been made a condition of final plat such that the septic system expansion be constructed prior to the permitting of the 17th home in the development and that costs of the system be held in escrow.



**Landscape Island.** The preliminary plat envisioned a landscape island in Kelvin Avenue between the church and residential development. The developer has eliminated this feature (widened right-of-way) from the plat and from the construction plans.

**Landscaping.** A review of the landscape plans were conducted and the following comments sent to the developer on April 17, 2017 by email (Landscape Plans by Kimley-Horn have been provided as an attachment to this report):

1. Please show on final plans the water and sanitary sewer connections to verify there are no conflicts with planned street tree locations. The City prefers a 10 foot setback from individual lines and requires a minimum 5 foot setback.
2. Please use the City of Lake Elmo standard details and plan notes on your plans.
3. The plans identify 88 Street trees (trees within the public R/W), however the landscape ordinance requires 1 tree per lineal foot of street frontage. If there are 6657 lineal feet of road, then there is 13,314 lineal feet of frontage (2 sides of road). The street tree requirement is **266 street trees**. Staff will accept the trees at the edge of the utility easement outside the R/W as required street trees.
4. The plans identify 157 evergreen trees and 24 overstory trees meeting the 5 trees/ acre of disturbed area. The plans exceed the non-street tree requirement.
5. The evergreen buffer along the west property line identifies a mix of evergreen tree species. The arborvitae are extremely susceptible to deer browse. City staff suggests changing the arborvitae to Austrian Pine. The Medora Junipers get a mature width of 3 feet. Staff suggests changing the Medora to 'Sky High' or 'Star Power' varieties which have a mature width of 5 feet.



6. The landscape plans should identify the proposed stormpond maintenance roads in order to identify conflicts between proposed trees and storm pond access.
7. Please identify the seeding areas (limits of native seeding) for each proposed seed mix on the plans or a separate plan exhibit.
8. Reading through the preliminary plat approval records, there are a number of comments about the effectiveness of screening on the east side of the plat. I found the Kimley-Horn Landscape Plan dated 05/02/2006 that show a staggered row of conifers along the east tree-line intended to bolster the screening. This planting was subject of much debate and it appears as though a final landscape plan was approved prior to the July 5, 2006 City Council meeting. I would suggest this was the approved landscape plan. If so, your plans are deficient screening along the east in particular (see attached 05/02/2006 Landscape Plans)
9. The buffer on the west side has been reduced from 200 ft. to 150 ft. as suggested to provide for a back yard area that is usable. It has been suggested that a berm be added along the west property line along with the proposed trees in lieu of the 200 ft. buffer (there will be public comments as such).
10. Revised and approved landscape plans are required prior to recording the final plat.

An additional comment:

- The proposed sanitary sewer appear to be in conflict with planned tree locations.

A revised and approved landscape plan set meeting City requirements is required prior to recording the final plat.

### **Other Final Plat Issues:**

**State Highway 36 Frontage Road Study.** The City's Consulting Engineer is soon to begin a Highway 36 Frontage Road Study to



coincide with MnDOT's long range plans to limit access to State Highway 36. The need for a frontage road has become known after the approval of the Hidden Meadows preliminary plat. Upon review, it appears as though a frontage road would need to roughly follow the 59<sup>th</sup> Street N. alignment to avoid impacting Wetland 13 in Outlot B. A future frontage road would likely impact planned Outlot A, Hidden Meadows 2<sup>nd</sup> Addition. No specific plans for the Church's Outlot A have been identified, although sketch plans have indicated interest in developing the area as ballfields and a community center with parking.

**Outlots.** The final plat contains outlots A-F:

<i>Outlots</i>	<i>Acres</i>	<i>Future Ownership</i>
Outlot A	18.63	Church
Outlot B	7.45	Church
Outlot C	15.06	HOA
Outlot D	1.36	HOA
Outlot E	8.29	City
Outlot F	3.51	City

Outlot A and B are church owned and will be retained by the church after the final plat of Hidden Meadows 2<sup>nd</sup> Addition. The church has previously shown sketch plans for Outlot A to be used for ballfields, community center and parking. There may also be a need to utilize the outlot for a future frontage road. Outlot B will remain as church property, but is part of the open space for the residential OP development, therefore, it cannot be developed and will be preserved with a conservation easement over it.

Outlot C is part of the residential open space and contains the shared community septic system for the church and residential development.





Outlot D is part of the residential open space and contains trails used by the church and an existing wetland.

Outlot E is part of the residential openspace and was preserved to protect the existing trees and wetlands on the site. It will also contain a new infiltration basin for the development. Outlot E will be city owned and maintained because of the stormwater management functions.

Outlot F was originally planned for a public trail and an infiltration basins, however, the trail has since been eliminated as a recommendation from the Parks Commission. Outlot F will be City owned and maintained because of the stormwater management functions. Staff is recommending that Outlot F be broken up into 3 Outlots such that the City only retains ownership of that portion of F which contains the stormwater infrastructure. The remainder of Outlot F, two new outlots, will be HOA maintained. This would be a deviation from the approved preliminary plat.

### **MNDOT Review:**

MNDOT reviewed plans initially and submitted a review memorandum on December 2, 2016. At that time, the State agency was unable to conduct a complete review based on the information submitted. This information was shared with the developer. Staff forwarded the May 17, 2017 submittal to MNDOT on May 19, 2017 for comments. MNDOT has no concerns.

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### **PRELIMINARY PLAT CONDITIONS ANALYSIS:**

The preliminary plat for Hidden Meadows was approved with conditions. With final plat reviews, it is typical to review the preliminary plat conditions as part of the analysis. The developer did not provide the typical response to preliminary plat conditions because they were not



involved with the preliminary plat, nor were they aware of the preliminary plat conditions. Staff has provided a response to each condition of preliminary plat approval. Please also note that the applicant provided a response to the preliminary plat conditions which has been included in the application materials attached to this report. The applicant's response has not been duplicated for this report. Staff's comments related to each condition are indicated in ***bold italics***. In some instances, staff's comments are different than the developers.

Preliminary Plat Conditions (Resolution 2006-038):

- 1) Compliance with the recommendations/requirements of the City Engineer. ***(Staff Comments) The only comments found from the City Engineer was an email dated March 23, 2006 which (summarized) states that the cul-de-sacs do not meet City standards and should be revised. The comment did not come with any specific recommendations for change. The drive lanes must be 16' wide. Guard rails are required for the retaining walls. The Engineer was seeking additional information to complete his review. The cul-de-sac's do not meet current City standards for length, however, they are consistent with the preliminary plat. The Planning Commission is recommending an extension of the northerly cul-de-sac to the east property line which will become a through street in the future, making the cul-de-sacs compliant with City standards.***
- 2) Compliance with the recommendations/requirements of the Valley Branch Watershed District as found to be appropriate by the City Engineer. ***(Staff Comments) The final plat will require VBWD review and permit. VBWD as reviewed the plans and they have been updated to reflect comments.***
- 3) Trail setback to the Ziertman property be increased and screening be considered in the landscape plan. ***(Staff Comment) This condition appears to have been met, however, in exchange for a***



*change in the buffer from 200' to 150', the Ziertman's would like the landscaping and a berm be provided adjacent their property.*

- 4) Confirm drainfield setback is to be 100' from property line. *(Staff Comment) This condition appears to have been met.*
- 5) Provide size and delineation of the alternate drainfield. *(Staff Comments) The plans do not show an alternate drainfield site, however, there appears to be adequate land to the west of the current drainfield for an alternate site.*
- 6) Secondary drainfield have the appropriate easement for trail use. *(Staff Comment) This condition is no longer applicable as the trails are located within the road right-of-way and Outlot F.*

A trail easement be added to the proposed watermain easement. *(Staff Comment) This condition appears to be related to condition #6 and is no longer applicable.*

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### **FISCAL IMPACT:**

The Developer Agreement will be prepared by Staff and presented in a subsequent meeting for approval by the City Council which will include a detailed accounting of any development costs that will be the responsibility of the City. The development will result in the payment of Water Access Charges of \$78,000 for the 26 residential lots and connection charges of \$26,000, \$1,000 collected with each building permit. Park dedication will also be paid based on 7% of the fair market value of the development.

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## **PLANNING COMMISSION/PUBLIC HEARING:**

The Planning Commission reviewed the final plat application on June 12, 2017 and recommended approval with 21 conditions of approval. The Commission discussed HOA issues with community septic systems, the deviations from standards and the need for a street right-of-way to the Bergman property. Commissioner Dorschner motioned for denial, but ultimately supported approval with the addition of condition #21. The Commission deleted a Staff recommended condition that Lot 1, Block 1 be connected to the community septic. The Commission also recommended the following:

7. That the OP buffers on the west and south sides of the plat be reduced from 200 feet to 150 feet, and the buffers on the east side be reduced from 100 feet to 50 feet and that the buffer areas be protected from the construction or placement of any structures within the buffer areas by easements. Furthermore, the developer shall install berms with the landscape screening consistent with University of MN Extension Service Urban Landscape Information Series Berm Standards near the rear property lines of Lots 1, 2 and 3, Block 2 of the development.
10. That no more than 17 building permits will be issued by the City until the developer obtains a permit for expansion and constructs an expanded the community septic system with adequate capacity for all 26 lots and the church meeting State/County/City standards and that funds for this system be placed into escrow and the declarant of the Common Interest Community will demonstrate a bank account statement with a capital reserve required for operation of the wastewater system is either 1/3 the cost or an amount based on an equipment failure model provided by the vendor operating the wastewater system, whichever is greater.





20. That the declarant of the Common Interest Community will demonstrate transfer of all permits and titles for the wastewater system to the Common Interest Community
21. That the developer provide right-of-way for a future extension of the northerly cul-de-sac (to be called 57<sup>th</sup> Street N) to the east property line.

Because the Commission deleted Staff's recommendation requiring Lot 1, Block 1 be connected to the community septic system and because there are no septic system records for Lot 1, Block 1, Staff is recommending the following condition:

22. That the septic system on Lot 1, Block 1, Hidden Meadows 2<sup>nd</sup> Addition be inspected for compliance and if not in compliance the lot be connected to the community septic system or the individual system be replaced.

Also, the Planning Commission did not specify the size or shape of the berms in condition number 7. The Ziertman's are requesting 6 ft. high berms with 7:1 side slopes. The condition number 7 has been amended to reflect their request.

### **OPTIONS:**

The Council has the following options:

1. Adopt a Resolution 2017-073 approving the final plat of Hidden Meadows 2<sup>nd</sup> Addition
2. Amend and adopt Resolution 2017-073 approving the final plat of Hidden Meadows 2<sup>nd</sup> Addition
3. Adopt Resolution 2017-073 denying the final plat of Hidden Meadows 2<sup>nd</sup> Addition.

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### **RECOMMENDED FINDINGS FOR FINAL PLAT APPROVAL:**



Staff and the Planning Commission are recommending the following findings for approval of the Hidden Meadows 2<sup>nd</sup> Addition Final Plat:

- 1) That the Final Plat is generally consistent with the Preliminary Plat and Plans as approved by the City of Lake Elmo on March 27, 2006.
- 2) That the Final Plat is consistent with the Lake Elmo Comprehensive Plan and the Future Land Use Map for this area.
- 3) That the Final Plat complies with Open Space Preservation Overlay District regulations that were established at the time of the preliminary plat approval except as approved by the City Council.
- 4) That the Final Plat complies with all other applicable zoning requirements, including the City's landscaping, storm water, sediment and erosion control, landscaping and other ordinances except as approved by the City Council.
- 5) That the Final Plat complies with the City's subdivision ordinance except as approved by the City Council.
- 6) That the Final Plat is consistent with the City's engineering standards with the plan revisions as requested by the City Engineer, except as highlighted within the City Engineer's Report dated June 1, 2017

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## **RECOMMENDED FINDINGS FOR FINAL PLAT DENIAL:**

Staff and the Planning Commission are recommending approval, but because the development deviates from the preliminary plat, OP zoning requirements, subdivision standards and Engineering Standards and the City is not compelled by State Statute to approve the final plat due to the time that has lapsed since approval of the preliminary plat, the following findings for denial have been provided:

- 1) That the Final Plat is not consistent with the Preliminary Plat and Plans as approved by the City of Lake Elmo on March 27, 2006.



- 2) That the Final Plat and Final Construction Plans do not comply with the applicable zoning requirements for OP developments.
- 3) That the Final Plat does not comply with the City's subdivision ordinance.
- 4) That the Final Plat is not consistent with the City's engineering standards highlighted within the City Engineer's Report dated June 1, 2017.

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### **RECOMMENDED CONDITIONS OF APPROVAL:**

Staff and the Planning Commission are recommending the following conditions of approval:

1. That Final grading, drainage, and erosion control plans, utility plans, sanitary and storm water management plans, street and utility construction plans and agreements shall be reviewed and approved by the City Engineer complying with the Engineer's memorandum dated June 1, 2017 and complying with the Planning Director's email comments dated April 17, 2017, prior to the execution of the final plat by City Officials.
2. All easements as requested by the City Engineer or Public Works Department shall be documented on the Final Plat prior to the execution of the final plat by City Officials.
3. The applicant shall also enter into a landscape license agreement and 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.
4. That the open space be protected by a conservation easement in accordance with M.S.Ch 84C.01-05, as it may be amended from time to time), to an acceptable land trust as approved by the City; and /or conveyed to the by conservation easement to the City.



5. The developer provide verification of proper clean-up of the former dump site on the property.
6. That the OP buffers on the west and south sides of the plat be reduced from 200 feet to 150 feet, and the buffers on the east side be reduced from 100 feet to 50 feet and that the buffer areas be protected from the construction or placement of any structures within the buffer areas by easements. Furthermore, the developer shall install 6 ft high landscape berms with 7:1 side slopes with landscape screening consistent with University of MN Extension Service Urban Landscape Information Series Berm Standards near the rear property lines of Lots 1, 2 and 3, Block 2 of the development.
7. That park dedication be paid as a fee in lieu of land dedication equal to 7% of the fair market land value consistent with City Ordinance Section 153.14 prior to recording the final plat.
8. Wetland buffer monuments shall be placed every 50 feet or where the buffer boundary changes along wetland buffers where the buffers are within individual platted lots prior to issuance of any building permits.
9. That no more than 17 building permits will be issued by the City until the developer obtains a permit for expansion and constructs an expanded the community septic system with adequate capacity for all 26 lots and the church meeting State/County/City standards and that funds for this system be placed into escrow and the declarant of the Common Interest Community will demonstrate a bank account statement with a capital reserve required for operation of the wastewater system is either 1/3 the cost or an amount based on an equipment failure model provided by the vendor operating the wastewater system, whichever is greater.
10. Prior to recording the Final Plat, the developer will submit a septic system design that has been permitted by the MPCA with capacity for all 26 lots.





11. Prior to the execution of the Final Plat by City officials, the Developer shall enter into a Developer's Agreement acceptable to the City Attorney that delineates who is responsible for the design, construction, and payment of the required improvements, including park dedication with financial guarantees therefore.
12. A Common Interest Agreement concerning management of the common areas of Hidden Meadows 2<sup>nd</sup> Addition and maintenance responsibilities for the communal septic system and establishing a homeowner's association shall be submitted in final form to the City prior to the issuance of any building permit within this subdivision.
13. Septic system maintenance be shared by the church and the residential HOA as part of the HOA documents.
14. Approved Landscaping Plans complying with City Ordinance Section 154.258 shall be required prior to recording the final plat.
15. The applicant shall provide evidence that all conditions attached the Valley Branch Watershed District permit for the final plat and associated grading work have been met prior to the commencement of any site work.
16. That Outlot F on the plat be divided into three Outlots with only the Outlot with street frontage being dedicated to the City with the recording of the final plat. The other portions shall be HOA owned and maintained.
17. That Outlot E be conveyed to the City with the recording of the final plat.
18. That any development (subdivision) signs be constructed only after approval of sign permit by the Planning Department.
19. That the final plat and plans be submitted to MNDOT for review and approval and all conditions be addressed prior to recording the final plat.



20. That the declarant of the Common Interest Community will demonstrate transfer of all permits and titles for the wastewater system to the Common Interest Community
21. That the developer provide right-of-way for a future extension of the northerly cul-de-sac (to be called 57<sup>th</sup> Street N) to the east property line.
22. That the septic system on Lot 1, Block 1, Hidden Meadows 2<sup>nd</sup> Addition be inspected for compliance and if not in compliance the lot be connected to the community septic system or the individual system be replaced.

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#### **RECOMMENDATION:**

Staff and the Planning Commission recommend the City Council adopt Resolution 2017-073 approving the final plat of Hidden Meadows 2<sup>nd</sup> Addition with the following motion:

***“Move to adopt Resolution 2017-073 approving the Hidden Meadows 2<sup>nd</sup> Addition with 22 conditions.”***

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#### **ATTACHMENTS:**

- Resolution 2017-073 approving the Hidden Meadows 2<sup>nd</sup> Final Plat
- Resolution 2017-073 denying the Hidden Meadows 2<sup>nd</sup> Final Plat
- Final Plat application and narrative
- Final Plat Construction Plans
- Preliminary Plat (stamped “received, April 17, 2006”)
- Resolution 2006-038 approving the preliminary plat
- Temporary Conservation Easement
- City Engineer Report dated June 1, 2017



- MnDOT Comments, dated December 2, 2016
- Old preliminary plat Staff Reports and Minutes
- July 5, 2006 final plat report to City Council.



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

**RESOLUTION NO. 2017-073**

*A RESOLUTION APPROVING THE HIDDEN MEADOWS 2<sup>ND</sup>  
ADDITION FINAL PLAT*

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

**WHEREAS**, on July 25<sup>th</sup>, 2005, the Lake Elmo Planning Commission reviewed and recommended approval of an amended OP Concept Plan for Deer Glen subject to certain conditions; and

**WHEREAS**, on August 16, 2005, and September 6, 2005, the Lake Elmo City Council reviewed the recommendations of the Lake Elmo Planning Commission along with revised OP concept plans for Deer Glen; and

**WHEREAS**, on September 20, 2005, the Lake Elmo City Council approved resolution 2005-102 which approved the amended OP Concept Plan of Deer Glen; and

**WHEREAS**, on September 20, 2005, the Lake Elmo City Council approved an amendment to the conditional use permit for Rockpoint Church, Resolution 2005-029, to reflect the amended OP Concept Plan dated September 6, 2005; and

**WHEREAS**, on September 20, 2005, the Lake Elmo City Council approved an amendment to the preliminary plat formerly approved by Council Resolution 2005-030 to reflect the amended OP Concept plan dated September 6, 2005; and





**WHEREAS**, on May 16, 2006, the Lake Elmo City Council approved the final plat for Hidden Meadows 1<sup>st</sup> Addition, previously referred to as Deer Glen; and

**WHEREAS**, the developers agreement for Hidden Meadows 1<sup>st</sup> Addition required future platting of the residential portion of the approved plan; and

**WHEREAS**, on January 2, 2007 the Lake Elmo City Council approved a one year extension to the deadline for the final plat submittal for the residential portion of the approved plan, thereby extending the final plat deadline to January 2, 2008; and

**WHEREAS**, on December 11, 2007, the Lake Elmo City Council approved Resolution 2007-97 granting a five year extension to the final plat submittal deadline to January 2, 2013; and

**WHEREAS**, on January 15, 2013, the Lake Elmo City Council approved a six month extension to the final plat submittal deadline to August 2, 2013 with the understanding that future extension will be considered after the dedication of a utility easement across the Church's property consistent with the location of a planned 16" water line; and

**WHEREAS**, on August 3, 2013, the Hidden Meadows 2<sup>nd</sup> Addition Plat became void for failure to extend the plat in a timely manner; and

**WHEREAS**, on November 24, 2015, Rockpoint Church applied for a three year extension to the final plat submittal to allow a perspective buyer time to close on the purchase of the development property or to find an alternate buyer if the property does not sell; and

**WHEREAS**, on January 12, 2016, Rockpoint Church executed for recording a utility easement across its property consistent with the location of a planned 16" water line as requested by the City Council; and



**WHEREAS**, on January 19, 2016, the Lake Elmo City Council approved a two-year extension to the final plat submittal until January 2, 2018 by Council motion; and

**WHEREAS**, on May 17, 2017, RM Investments, LLC and Mpls RE, LLC, 139 Fenway Boulevard, N, Hugo, MN (applicant) submitted an application for final plat of Hidden Meadows 2<sup>nd</sup> Addition; and

**WHEREAS**, on June 12, 2017, the Lake Elmo Planning Commission reviewed the final plat application and made a recommendation for approval with conditions; and

**WHEREAS**, on June 12, 2017, 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 July 7, 2017 Council Meeting; and

**WHEREAS**, the City Council reviewed the Hidden Meadows 2<sup>nd</sup> Addition Final Plat at its meeting held on July 7, 2017 and made the following findings:

- 1) That the Final Plat is generally consistent with the Preliminary Plat and Plans as approved by the City of Lake Elmo on March 27, 2006.
- 2) That the Final Plat is consistent with the Lake Elmo Comprehensive Plan and the Future Land Use Map for this area.
- 3) That the Final Plat complies with Open Space Preservation Overlay District regulations that were established at the time of the preliminary plat approval except as approved by the City Council.
- 4) That the Final Plat complies with all other applicable zoning requirements, including the City's landscaping, storm water, sediment and erosion control, landscaping and other ordinances except as approved by the City Council.



- 5) That the Final Plat complies with the City's subdivision ordinance except as approved by the City Council.
- 6) That the Final Plat is consistent with the City's engineering standards with the plan revisions as requested by the City Engineer, except as highlighted within the City Engineer's Report dated June 1, 2017

**NOW, THEREFORE, BE IT RESOLVED THAT** the City Council does hereby approve the Hidden Meadows 2<sup>nd</sup> Addition Final Plat subject to the following conditions:

1. That Final grading, drainage, and erosion control plans, utility plans, sanitary and storm water management plans, street and utility construction plans and agreements shall be reviewed and approved by the City Engineer complying with the Engineer's memorandum dated June 1, 2017 and complying with the Planning Director's email comments dated April 17, 2017, prior to the execution of the final plat by City Officials.
2. All easements as requested by the City Engineer or Public Works Department shall be documented on the Final Plat prior to the execution of the final plat by City Officials.
3. The applicant shall also enter into a landscape license agreement and 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.
4. That the open space be protected by a conservation easement in accordance with M.S.Ch 84C.01-05, as it may be amended from time to time), to an acceptable land trust as approved by the City; and /or conveyed to the by conservation easement to the City.
5. The developer provide verification of proper clean-up of the former dump site on the property.



6. That the OP buffers on the west and south sides of the plat be reduced from 200 feet to 150 feet, and the buffers on the east side be reduced from 100 feet to 50 feet and that the buffer areas be protected from the construction or placement of any structures within the buffer areas by easements. Furthermore, the developer shall install 6 ft high landscape berms with 7:1 side slopes with landscape screening consistent with University of MN Extension Service Urban Landscape Information Series Berm Standards near the rear property lines of Lots 1, 2 and 3, Block 2 of the development.
7. That park dedication be paid as a fee in lieu of land dedication equal to 7% of the fair market land value consistent with City Ordinance Section 153.14 prior to recording the final plat.
8. Wetland buffer monuments shall be placed every 50 feet or where the buffer boundary changes along wetland buffers where the buffers are within individual platted lots prior to issuance of any building permits.
9. That no more than 17 building permits will be issued by the City until the developer obtains a permit for expansion and constructs an expanded the community septic system with adequate capacity for all 26 lots and the church meeting State/County/City standards and that funds for this system be placed into escrow and the declarant of the Common Interest Community will demonstrate a bank account statement with a capital reserve required for operation of the wastewater system is either 1/3 the cost or an amount based on an equipment failure model provided by the vendor operating the wastewater system, whichever is greater.
10. Prior to recording the Final Plat, the developer will submit a septic system design that has been permitted by the MPCA with capacity for all 26 lots.
11. Prior to the execution of the Final Plat by City officials, the Developer shall enter into a Developer's Agreement acceptable to the City Attorney that delineates who is responsible for the design,





construction, and payment of the required improvements, including park dedication with financial guarantees therefore.

12. A Common Interest Agreement concerning management of the common areas of Hidden Meadows 2<sup>nd</sup> Addition and maintenance responsibilities for the communal septic system and establishing a homeowner's association shall be submitted in final form to the City prior to the issuance of any building permit within this subdivision.
13. Septic system maintenance be shared by the church and the residential HOA as part of the HOA documents.
14. Approved Landscaping Plans complying with City Ordinance Section 154.258 shall be required prior to recording the final plat.
15. The applicant shall provide evidence that all conditions attached the Valley Branch Watershed District permit for the final plat and associated grading work have been met prior to the commencement of any site work.
16. That Outlot F on the plat be divided into three Outlots with only the Outlot with street frontage being dedicated to the City with the recording of the final plat. The other portions shall be HOA owned and maintained.
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18. That any development (subdivision) signs be constructed only after approval of sign permit by the Planning Department.
19. That the final plat and plans be submitted to MNDOT for review and approval and all conditions be addressed prior to recording the final plat.
20. That the declarant of the Common Interest Community will demonstrate transfer of all permits and titles for the wastewater system to the Common Interest Community



21. That the developer provide right-of-way for a future extension of the northerly cul-de-sac (to be called 57<sup>th</sup> Street N) to the east property line.
22. That the septic system on Lot 1, Block 1, Hidden Meadows 2<sup>nd</sup> Addition be inspected for compliance and if not in compliance the lot be connected to the community septic system or the individual system be replaced.

Passed and duly adopted this 5th day of July, 2017 by the City Council of the City of Lake Elmo, Minnesota.

---

Mike Pearson, Mayor

ATTEST:

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Julie Johnson, City Clerk



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

**RESOLUTION NO. 2017-073**

*A RESOLUTION DENYING THE HIDDEN MEADOWS 2<sup>ND</sup> ADDITION  
FINAL PLAT*

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

**WHEREAS**, on July 25<sup>th</sup>, 2005, the Lake Elmo Planning Commission reviewed and recommended approval of an amended OP Concept Plan for Deer Glen subject to certain conditions; and

**WHEREAS**, on August 16, 2005, and September 6, 2005, the Lake Elmo City Council reviewed the recommendations of the Lake Elmo Planning Commission along with revised OP concept plans for Deer Glen; and

**WHEREAS**, on September 20, 2005, the Lake Elmo City Council approved resolution 2005-102 which approved the amended OP Concept Plan of Deer Glen; and

**WHEREAS**, on September 20, 2005, the Lake Elmo City Council approved an amendment to the conditional use permit for Rockpoint Church, Resolution 2005-029, to reflect the amended OP Concept Plan dated September 6, 2005; and

**WHEREAS**, on September 20, 2005, the Lake Elmo City Council approved an amendment to the preliminary plat formerly approved by Council Resolution 2005-030 to reflect the amended OP Concept plan dated September 6, 2005; and



**WHEREAS**, on May 16, 2006, the Lake Elmo City Council approved the final plat for Hidden Meadows 1<sup>st</sup> Addition, previously referred to as Deer Glen; and

**WHEREAS**, the developers agreement for Hidden Meadows 1<sup>st</sup> Addition required future platting of the residential portion of the approved plan; and

**WHEREAS**, on January 2, 2007 the Lake Elmo City Council approved a one year extension to the deadline for the final plat submittal for the residential portion of the approved plan, thereby extending the final plat deadline to January 2, 2008; and

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**WHEREAS**, on August 3, 2013, the Hidden Meadows 2<sup>nd</sup> Addition Plat became void for failure to extend the plat in a timely manner; and

**WHEREAS**, on November 24, 2015, Rockpoint Church applied for a three year extension to the final plat submittal to allow a perspective buyer time to close on the purchase of the development property or to find an alternate buyer if the property does not sell; and

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**WHEREAS**, on January 19, 2016, the Lake Elmo City Council approved a two-year extension to the final plat submittal until January 2, 2018 by Council motion; and

**WHEREAS**, on May 17, 2017, RM Investments, LLC and Mpls RE, LLC, 139 Fenway Boulevard, N, Hugo, MN (applicant) submitted an application for final plat of Hidden Meadows 2<sup>nd</sup> Addition; and

**WHEREAS**, on June 12, 2017, the Lake Elmo Planning Commission reviewed the final plat application and made a recommendation for approval with conditions; and

**WHEREAS**, on June 12, 2017, 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 July 7, 2017 Council Meeting; and

**WHEREAS**, the City Council reviewed the Hidden Meadows 2<sup>nd</sup> Addition Final Plat at its meeting held on July 7, 2017 and made the following findings:

- 1) That the Final Plat is not consistent with the Preliminary Plat and Plans as approved by the City of Lake Elmo on March 27, 2006.
- 2) That the Final Plat and Final Construction Plans do not comply with the applicable zoning requirements for OP developments.
- 3) That the Final Plat does not comply with the City's subdivision ordinance.
- 4) That the Final Plat is not consistent with the City's engineering standards highlighted within the City Engineer's Report dated June 1, 2017.

**NOW, THEREFORE, BE IT RESOLVED THAT** the City Council does hereby deny the Hidden Meadows 2<sup>nd</sup> Addition Final Plat.



Passed and duly adopted this 5th day of July, 2017 by the City Council of the City of Lake Elmo, Minnesota.

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Mike Pearson, Mayor

ATTEST:

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Julie Johnson, City Clerk

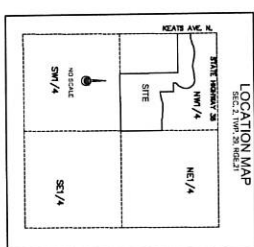
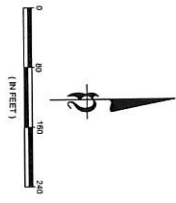




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**Bohnen**  
**Surveying & Associates**  
1432 12th Street East  
Burton, MI 48015  
Phone: (248) 664-1172  
Fax: (248) 664-1173



THE SOUTH LINE OF THE NORTH SECTION 2, T. 12 N., R. 10 E., S. 10 E., OF RANGE 10 EAST, 12TH TOWNSHIP, WASHINGTON COUNTY, MARYLAND, IS ASSIGNED TO HAVE A BEARING OF 58° 45' 00" E.

BEFORE THIS, BEING 14, BECAUSE THE POINTS OF THE LINE WERE NOT MARKED BY THE DEED, THE LINE WAS MARKED BY THE DEED, UNLESS OTHERWISE SHOWN, IN THE DEED, UNLESS OTHERWISE SHOWN.

THE LINE, UNLESS OTHERWISE SHOWN, IN THE DEED, UNLESS OTHERWISE SHOWN.

NO MONUMENT SYMBOL AT ANY STATUTE  
REQUIRED LOCATION WILL BE SET WITH A  
1/2 INCH x 1 1/4 INCH SIGN POST, WITHIN ONE  
FOOT OF THE RECORDING OF THIS PLAT  
BY LICENSE NUMBER 44157.

DOING 10 FEET IN WIDTH AND ADJOINING STREET LINES AND REAR LOT LINES UNLESS OTHERWISE INDICATED AND 5 FEET IN WIDTH AND ADJOINING SIDE LOT LINES UNLESS OTHERWISE INDICATED.

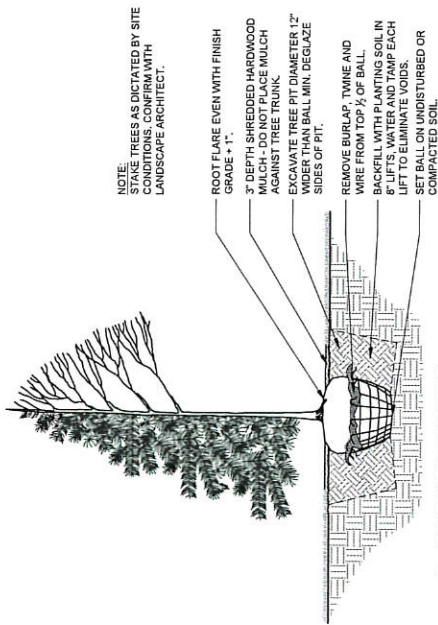












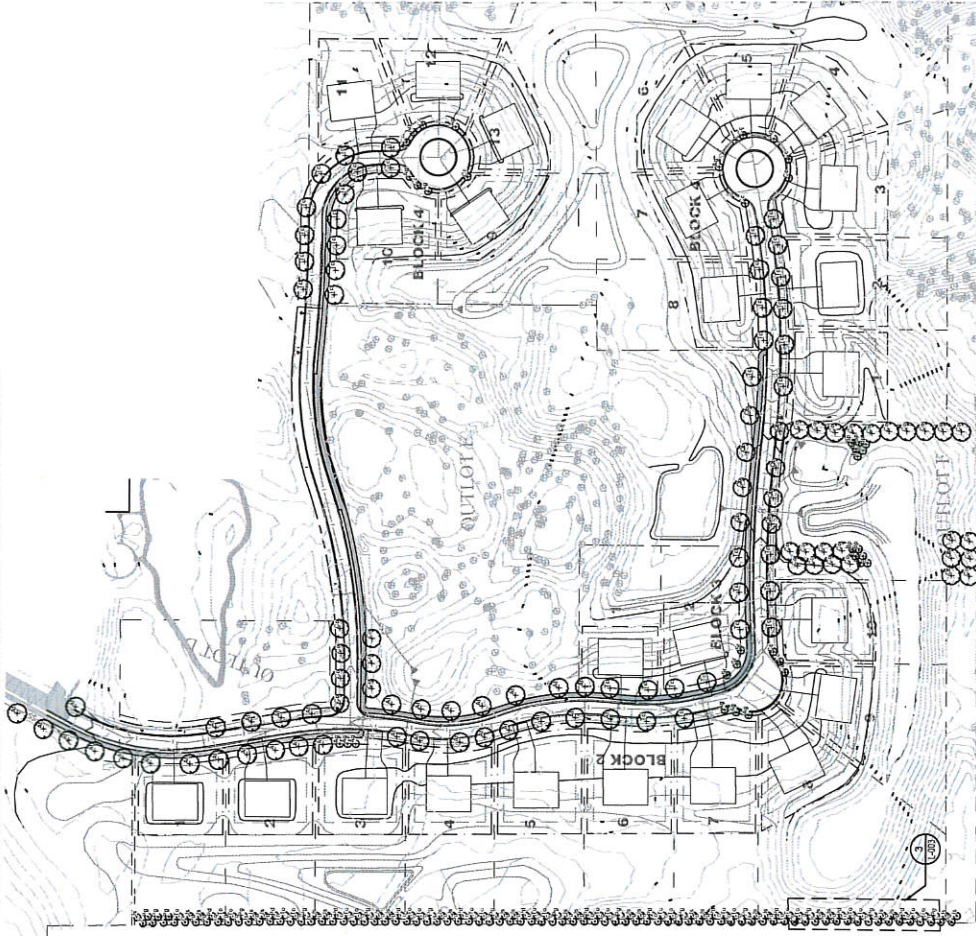
1 TREE PLANTING DETAIL  
SCALE: 1/2" = 1'-0"

### TREE SCHEDULE

DECIDUOUS SHADE TREES			
SYMBOL	SCIENTIFIC NAME	COMMON NAME	QUANTITY SIZE
	ACER x FREEMANII	AUTUMN BLAZE MAPLE	32 2.5" CAL B&B
	CELTIS OCCIDENTALIS	HACKBERRY	29 2.5" CAL B&B
	TILIA CORDATA	LITTLELEAF LINDEN	37 2.5" CAL B&B
	QUERCUS BICOLOR	SWAMP WHITE OAK	11 2.5" CAL B&B
ORNAMENTAL TREES			
SYMBOL	SCIENTIFIC NAME	COMMON NAME	QUANTITY SIZE
	AMELANCHIER x GRANDIFLORA	AUTUMN BRILLIANCE	12 2" CAL B&B
	AUTUMN BRILLIANCE SINGLE STEM	SERVICEBERRY	
	BETULA PLATYPHYLLA 'FARGO'	DAKOTA PINNACLE BIRCH	12 2" CAL B&B
	CRATAEGUS CRUSGALLI 'INNERMIS' SINGLE STEM	THORNLESS COCKSPUR HAWTHORN	11 2" CAL B&B
	SYRINGA RETICULATA	JAPANESE TREE LILAC	3 2" CAL B&B
CONIFEROUS TREES			
SYMBOL	SCIENTIFIC NAME	COMMON NAME	QUANTITY SIZE
	JUNIPERUS SCOPULORUM 'MEDORA'	MEDORA JUNIPER	42 #25 CONT or 6" BB
	PICEA DENSATA	BLACK HILLS SPRUCE	37 #25 CONT or 6" BB
	PICEA GLAUCA	WHITE SPRUCE	39 #25 CONT or 6" BB
	THUJA OCCIDENTALIS 'TECHNY'	TECHNY ARBORVITAE	39 #25 CONT or 6" BB

Landscape Requirements based on disturbed area §154.258 Landscape Requirements)			
Tree planting requirements = 5 trees / acre disturbed	30 acres disturbed	Trees Required (cal inches)	Trees Planted (cal inches)
		150 (375 cal in)	157 (471 cal in)
Landscape Requirements based on street frontage §154.258 Landscape Requirements)			
Tree planting requirements = 1 tree / 50 linear feet	6657 linear feet of roads	Trees Required (cal inches)	Trees Planted (cal inches)
		133 (333 cal in)	146 (348.5 cal in)

- LANDSCAPE NOTES:
- SEED GRADED AREAS WITHIN 50 FEET OF WATER WITH MIDOT 35-261 NATIVE GRASS SEED AT 30 lbs/acre.
  - UNLESS OTHERWISE NOTED, SEED ALL GRADED AREAS WITH MIDOT 35-221 NATIVE GRASS SEED AT 30 lbs/acre.
  - TREE LOCATIONS MUST BE FIELD LOCATED AND INSPECTED BY THE CITY PRIOR TO INSTALLATION.



2 TREE PLANTING PLAN  
1"=100'

3 TREE BUFFER, TYP.  
1"=20'

REVISIONS BY	

HIDDEN MEADOWS  
LAKE ELMO,  
MINNESOTA

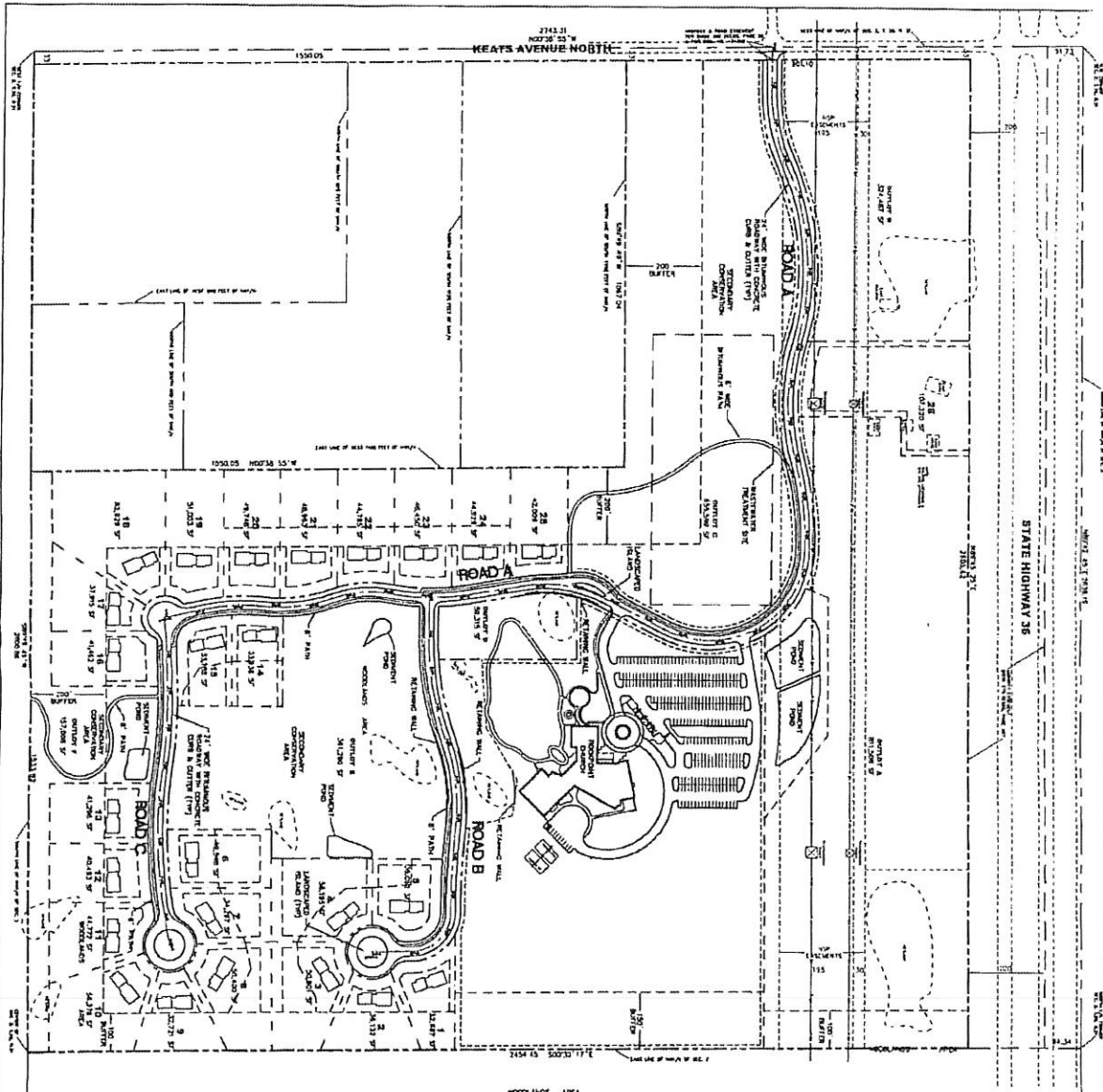
DF/ LANDSCAPE ARCHITECTS  
DAMON FABER  
401 2nd Avenue North, Suite 410  
Minneapolis, MN 55401 P 612.332.7522

Signature  
Per: Thomas Whitlock  
Date: 5/12/2011  
License #: 262412

### LANDSCAPE PLAN

DRAWN BY	AM
CHECKED BY	DF
DATE	5/12/2011
PROJECT	LAKE ELMO
SHEET	6-250

L-003



P.D. Approved  
H.S. Res  
with

Ad

APR 1971

RECEIVED  
APR 17 2005

LEGEND

--- MOOT OF WAY LINE  
--- FLOOD LINE  
--- LOT LINE  
--- STRIKE LINE  
----- UTILITY LOCATION LINE  
--- WETLAND BOUNDARY

THINCL READING  
STRIKES PARALLELS

HIDDEN MEADOWS OF LAKE ELMO  
 SITE DEVELOPMENT PLAN  
 DEVELOPMENT PLAN

I HEREBY CERTIFY THAT THIS PLAIN SPECIFICATION  
IS A REPORT PREPARED BY ME OR UNDER MY  
DIRECT SUPERVISION AND THAT I AM A CLAY  
LOCATED WITHIN THE ZONE UNDER THE  
LAWS OF THE STATE OF MINNESOTA.

*Paul E. Sanderson, Jr.*  
PAUL E. SANDERSON, JR.

DATE: 1/24/64 BY: LUC:NR RMP



Kimley-Horn  
and Associates, Inc.

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

**RESOLUTION NO. 2006-038**

**A RESOLUTION APPROVING THE OPEN SPACE PRESERVATION  
DEVELOPMENT STAGE PLAN, PRELIMINARY PLAT, AND  
CONDITIONAL USE PERMIT OF HIDDEN MEADOWS OF LAKE ELMO.**

**WHEREAS**, on the 30<sup>th</sup> day of June, 2005, Pat Kinney of Hidden Meadows Development, LLC ("Applicant") submitted a completed application requesting that the City of Lake Elmo approve an Open Space Preservation Development Concept Plan for a residential subdivision on 69.68 acres of a 108.62 acre parcel; AND

**WHEREAS**, on the 25<sup>th</sup> day of July, 2005, at a public hearing, the Lake Elmo Planning Commission reviewed the Concept Plan, the City Planner's reports and comments, the comments of the Applicant and the Applicant's representatives, and recommended approval of the Concept Plan; AND

**WHEREAS**, on the 20<sup>th</sup> day of September, 2005, the Lake Elmo City Council reviewed changes to the Concept Plan, the City Planner's reports and comments dated September 6, 2005, the comments of the Applicant and the Applicant's representatives, and recommended approval of the Concept Plan.

**WHEREAS**, on the 27<sup>th</sup> day of March, 2006, at a public hearing, the Lake Elmo Planning Commission reviewed the Development Stage Application, the City Planner's reports and comments, the comments of the Applicant and the Applicant's representatives, and recommended approval of the OP Development Stage Application, Conditional Use Permit, and Preliminary Plat of HIDDEN MEADOWS OF LAKE ELMO based upon the following Findings:

1. The OP Development Stage Plan and Preliminary Plat are generally compliant with the approved OP Concept Plan, and condition of Concept Plan approval.
2. The Development Stage Plan is compliant with the standards of Section 301 of the City Code (Open Space Development).
3. The Preliminary Plat and preliminary construction plans are compliant with Section 400 of the City Code (platting).
4. The Conditional Use Permit complies with the pertinent findings required by Section 300.06 of the City Code.

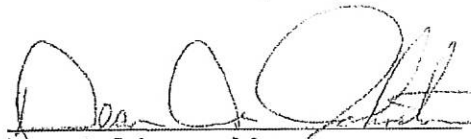
And subject to the following Conditions:

1. Compliance with the recommendations/requirements of the City Engineer.
2. Compliance with the recommendations/requirements of the Valley Branch Watershed District as found to be appropriate by the City Engineer.

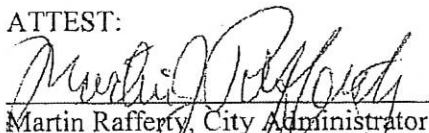
3. Trail setback to the Ziertman property be increased and screening be considered in the Landscape Plan.
4. Confirm drainfield setback is to be 100' feet from property line.
5. Provide size and delineation of the alternate drainfield.
6. Secondary drainfield have the appropriate easement for trail use.
7. A trail easement be added to the proposed watermain easement.

**NOW, THEREFORE, BE IT RESOLVED** that the Lake Elmo City Council hereby approves the Open Space Development Stage Plan, Preliminary Plat, and Conditional Use Permit for HIDDEN MEADOWS OF LAKE ELMO, as illustrated on the Preliminary Plat prepared by Kimley-Horn and Associates, Inc., dated March 3, 2006.

**ADOPTED**, by the Lake Elmo City Council on the 18<sup>th</sup> day of April, 2006.

  
Dean A. Johnston, Mayor

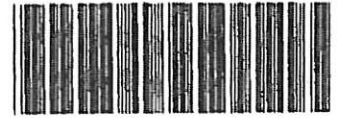
ATTEST:

  
Martin Rafferty, City Administrator



**3674146**

Receipt#: 56843



AGR

\$46.00

Certified Filed and/or recorded on:

12/19/2007 4:10 PM

**3674146**

**Office of the County Recorder  
Property Records & Taxpayer Services  
Washington County, MN**

Return to:  
PETERSON FRAM & BERGMAN  
55 E 5TH STREET SUITE 800  
ST PAUL MN 55101

*Kevin J Corbid, County Recorder*

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INTERIM AGREEMENT

**INTERIM AGREEMENT  
HIDDEN MEADOWS OF LAKE ELMO**

1.0 Parties. This agreement is dated the 7 day of June, 2007, and is entered into by and between the City of Lake Elmo, a Minnesota municipal corporation (herein the "City"); and The Rockpoint Church, a Minnesota non-profit corporation (herein the "Developer").

2.0 Recitals.

- A. On May 16, 2006, the City approved the final plat for Hidden Meadows of Lake Elmo, a copy of which is attached and incorporated as Exhibit A.
- B. The Developer is the owner of Lot 1, Block 1 and outlots A and B, Hidden Meadows of Lake Elmo as shown on Exhibit A.
- C. When the final plat of Hidden Meadows of Lake Elmo was approved it was anticipated that a Church building would be constructed on Lot 1, Block 1, Hidden Meadows of Lake Elmo and that outlots A and B, Hidden Meadows of Lake Elmo would be replatted as Hidden Meadows of Lake Elmo 2<sup>nd</sup> Addition ("Residential Project"). A copy of the proposed plat for the Residential Project is attached and incorporated as Exhibit B.
- D. The Development Agreement for Hidden Meadows of Lake Elmo ("Development Agreement") includes a provision which requires the Developer to construct the waste water treatment system for the Church building and for the anticipated Residential Project before occupancy of the Church building.
- E. The Developer would like to occupy the Church building by June 10, 2007 without constructing a waste water treatment system for the Residential Project.
- F. The City wants some assurance with respect to the conservation easement areas of the Residential Project which are illustrated as outlots B, C, E and F (Conservation Easement Areas) on Exhibit B will be preserved.

IN WITNESS WHEREOF, the above-named parties have hereunto set their hands.

CITY OF LAKE ELMO

By:

Dean Johnston  
Mayor

By:

Susan Hoyt  
City Administrator

STATE OF MINNESOTA

)  
) ss.

COUNTY OF Washington

On this 7<sup>th</sup> day of June, 2007, before me, a notary public within and for said county, personally appeared Dean Johnston and Susan Hoyt, to me known to be respectively the Mayor and City Administrator of the City of Lake Elmo, and they executed the foregoing instrument and acknowledged that they executed the same by authority of and on behalf of City of Lake Elmo.

Sharon Lumby  
Notary Public



## MEMORANDUM

# FOCUS ENGINEERING, inc.

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

Date: November 21, 2016

To: Stephen Wensman, Planning Director  
Cc: Randal Tweden, P.E., Solution Blue  
Chad Isakson, P.E., Assistant City Engineer  
From: Jack Griffin, P.E., City Engineer

Re: Hidden Meadows 2nd Addition  
Final Plat/Construction Plan  
Completeness Review

The following documentation was received on November 17, 2016 for the Hidden Meadows 2nd Addition Final Plat as prepared by Solution Blue:

- Hidden Meadows 2nd Addition Final Plat, not dated.
- Hidden Meadows 2nd Addition Construction Plans dated November 15, 2016.

**STATUS/FINDINGS:** The submittal is incomplete and must be revised and resubmitted for staff to initiate its plan review. Final Construction Plans and Specifications must be prepared in accordance with the City Engineering Design Standards Manual using City details, plan notes and specifications and meeting City Engineering Design Guidelines and Plan Sheet Format Requirements available for download on the City website.

The following comments are intended to assist with plan preparation and may call your attention to a several of the more important issues resulting in an incomplete application, however, the comments below are not intended to be all inclusive. The applicant or applicant's representative should review the City's design standards guidelines and plan format requirements carefully before resubmitting. Also, please review printed plan copies prior to submittal and verify line types for all information are clearly visible and can be fully distinguished for the purpose of plan review.

### FINAL PLAT/CONSTRUCTION PLANS

- Add Lot and Block numbers and street names to all plan sheets for reference points.
- Update plan legend to include all line types use in the preparation of the plans.
- Sheet C2.0. Revise scale to 1" = 50 feet. Existing conditions must be provided for the plat area and to a distance of 150 feet from the plat limits.
  - All utilities must be shown including type of utility, material, size and inverts if applicable.
  - All wetlands, wetland buffers and water bodies must be clearly shown/delineated and must include the existing normal water level (NWL) and high water level (HWL).
  - Include trees, wooded areas, structures and other existing conditions that require removal, or will be impacted.
- Sheet C4.0. Typically the erosion control plan must be shown on the grading plan to verify grading limits.
  - Revise scale to 1" = 50 feet.
  - Add City standard Plan notes to the erosion control plan sheets and remove the notes from the details page.



- Sheets C18.0 through C20.0.
  - Move storm sewer plan and profiles to the street plan and profile sheets.
  - Add pipe size and material in plan view.
  - Add rip rap to discharge locations.
  - Add dimensions in plan view to indicate placement of utilities in right-of-way and following city standards. Storm sewer to be placed south and east of centerline, offset by minimum 10 feet.
  - Watermain and sewer main should be greyed out but remain visible to review for conflicts.
  - Add storm sewer plan notes.
  - Show pipe crossings in profile.
- Sheet C21.0. Add existing and proposed grade profile for each structure and storm sewer run.
- Sheet C22.0. Add proposed pipe velocity for each storm sewer pipe under the 10-year design condition. Verify pipe velocities are < 15 fps for all pipes and < 5 fps at all discharge points.
- Sheets C23.0 through C27.0. City standard Plan notes must be placed on the applicable plan sheets and removed from the details sheets.
- Sheet L-003. Landscape plan must show all proposed utilities on the plan to assist with plan review.
  - Add plan note that all trees must be field flagged and approved by the City prior to installation.
  - Verify that all trees are planted to maintain minimum 10 feet from water/sewer services and other pipe utilities. Trees must also be planted to maintain minimum 5 feet from utility joint trench.
- Add street signage, lighting and pavement marking plan with city standard plan notes.
- Specifications. Specifications for the Hidden Meadows 2<sup>nd</sup> Addition must be submitted for review by the City. Specifications must use the City Standard Specifications found on the City website.

#### COLLECTION SYSTEM PLANS

- All Plan Sheets: Revise plans to be 22" by 34" and scale 1" = 50 feet.
- Add plan notes as needed to identified pipe separations and location within right-of-way.
- Provide all existing conditions for the wastewater treatment system.
  - Include current inspection report demonstrating system condition and statement of compliance. Also provided current system capacity and current use.
  - Include proposed system use and capacity and provide plans for any system expansion.

Date Received: \_\_\_\_\_  
Received By: \_\_\_\_\_  
LU File #: \_\_\_\_\_

THE CITY OF  
**LAKE ELMO**

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

## FINAL PLAT APPLICATION

Applicant: RM Investments, LLC & Mpls RE, LLC - Mark Guenther

Address: 13925 Fenway Blvd. N, Hugo, MN 55038

Phone #: 651-425-0469

Email Address: mark@genmarkbuilders.com

Fee Owner: RM Investments, LLC & Mpls RE, LLC - BRENDA KUNKEL

Address: 13925 Fenway Blvd. N, Hugo, MN 55038

Phone #: 651-762-1110

Email Address: BRENDA@SBCCC.COM

Property Location (Address): 5825 Kelvin Ave N., Lake Elmo, MN 55042

Complete (long) Legal Description: \_\_\_\_\_

PID#: 0202921240001

General information of proposed subdivision: Hidden Meadows of Lake ELmo is a 25 lot open  
preservation community. Lots sizes are ~1-2 acres. The development has a shared community  
septic system with Rockpoint Church which is managed by an HOA. Water is city supplied.  
This development was preliminary platted with a 2 year final plat extension granted by the City  
in December 2015.

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: \_\_\_\_\_

Date: 9/21/16

Fee Owner Signature: \_\_\_\_\_

Date: 9/21/16

SEP 26 2016

## HIDDEN MEADOWS OF LAKE ELMO 2<sup>nd</sup> ADDITION

### Narrative Statements

2. Written statements providing information regarding your proposal. Please provide a separate answer for each of the lettered items listed below (answers must be submitted in both hard copy and electronic form-- MS Word format or PDF):

a. A listing of contact information including name(s), address (es) and phone number(s) of: the owner of record, authorized agents or representatives, engineer, surveyor, and any other relevant associates.

#### Owner

Rockpoint Church  
5825 Kelvin Ave N.  
Lake Elmo, MN 55042  
Attn: Wes Oren  
651-770-3172 (202)

#### Purchaser & Developer (Fee Title Owner)

RM Investments, LLC & Mpls Re, LLC  
13925 Fenway Blvd N  
Hugo, MN 55038  
Attn: Brenda Kunkel  
651-762-1110

#### Engineer

Solution Blue  
318 Cedar Street  
St. Paul, MN 55101  
Attn: Mitchell Cookas  
651-294-0038

#### Surveyor

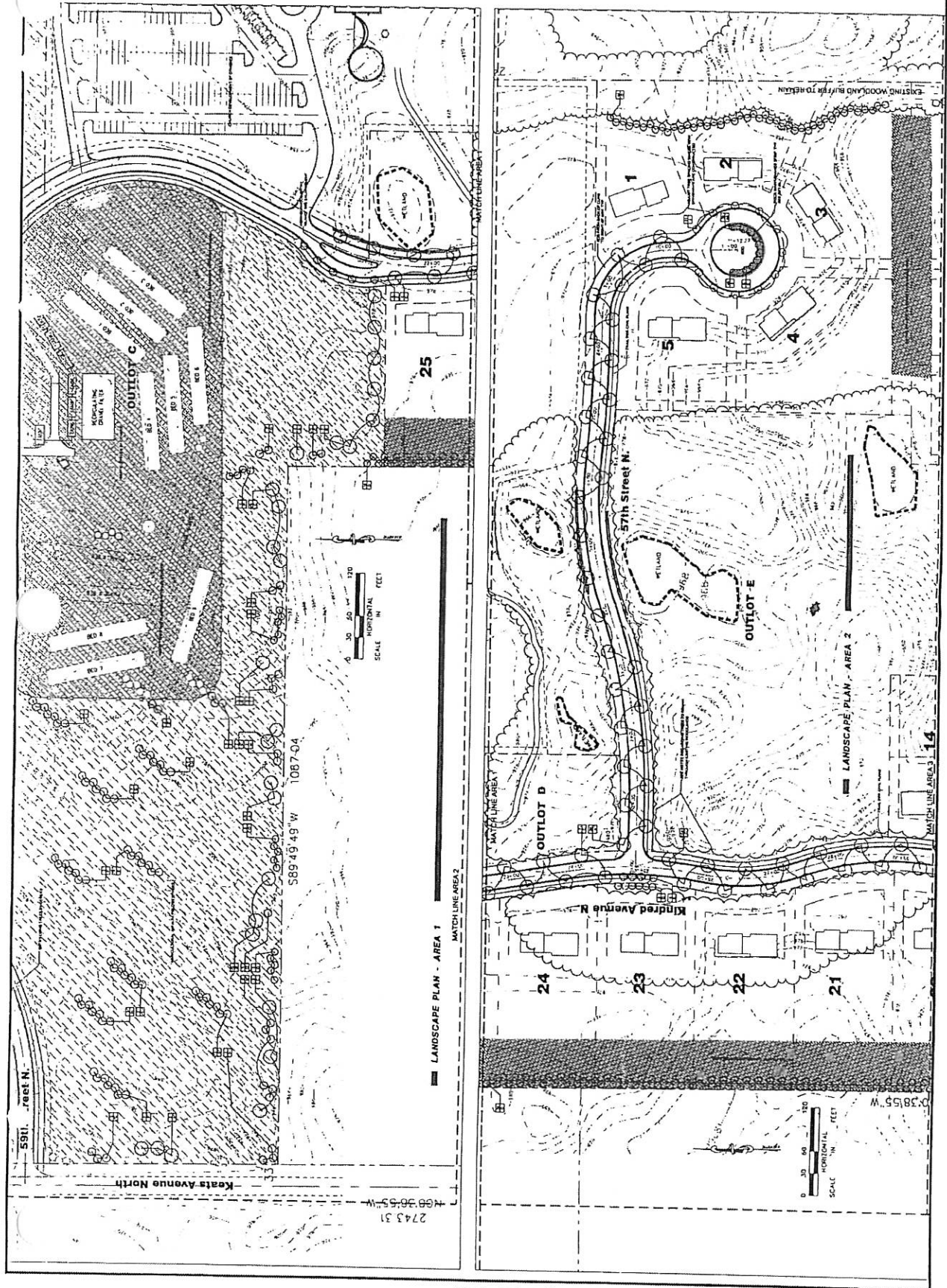
Bohlen Surveying and Associates  
1682 Cliff Road East  
Burnsville, MN 55337  
952-895-9212

b. A listing of the following site data: Address, current zoning, parcel size in acres and square feet, property identification number(s) (PID), and current legal description(s). See plat sheets, parcel is 86.52 acres.

Proposed development will begin in March/April of 2017 depending on weather. Expected completion will be June/July of 2017. All the utilities will be installed and possibly phase the road construction in 2 phases. All recreational trails will be installed when the road improvements are installed.

5 2006 Project\06-128 Hidden Meadows of Lake Elmo\CD Set\dwg\06-128\_L19 Dwg May 05 2006 - 8.49am

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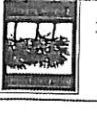
SCALE	13	14
SHEET NO.	13	14
PROJECT NO.	06-128	
DATE	05-02-06	
CHECKED BY	TW	
DRAWN BY	BH	
DESIGNED BY	BH	
AS NOTED		

HIDDEN MEADOWS OF LAKE ELMO  
SITE DEVELOPMENT PLANS  
LANDSCAPE LAYOUT PLAN

DATE 05/02/06 MW LIC NO. 20292  
PHOENIX, ARIZONA  
HIDDEN MEADOWS OF LAKE ELMO  
LANDSCAPE LAYOUT PLAN  
PREPARED BY UC OR UNDER MY DIRECT  
SUPERVISION AND SEAL AS A  
LICENSED PROFESSIONAL LANDSCAPE  
ARCHITECT UNDER THE LAWS OF THE  
STATE OF ARIZONA

No.	Date	Revisions
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Kirby Horn  
and Associates, Inc.



Phoenix, Arizona  
Phone 602.333.7020  
Fax 602.333.7020  
www.kirbyhorn.com





## Stephen Wensman

---

**From:** Stephen Wensman  
**Sent:** Monday, April 17, 2017 12:46 PM  
**To:** 'Randal Tweden'; Mark Guenther  
**Cc:** Emily Becker; 'jack.griffin@FOCUSengineeringinc.com'  
(jack.griffin@FOCUSengineeringinc.com)  
**Subject:** Hidden Meadows 2nd Planning Comments:  
**Attachments:** SKMBT\_C25317041712170.pdf

Dear Mark,

I have reviewed the proposed final plans and have prepared preliminary comments. The City Engineer will be providing a separate set of comments. The final landscape plans dated 04/03/2017 were reviewed and I have following comments:

1. Please show on final plans the water and sanitary sewer connections to verify there are no conflicts with planned street tree locations. The City prefers a 10 foot setback from individual lines and requires a minimum 5 foot setback.
2. Please use the City of Lake Elmo standard details and plan notes on your plans.
3. The plans identify 88 Street trees (trees within the public R/W), however the landscape ordinance requires 1 tree per lineal foot of street frontage. If there are 6657 lineal feet of road, then there is 13,314 lineal feet of frontage (2 sides of road). The street tree requirement is **266 street trees**. Staff will accept the trees at the edge of the utility easement outside the R/W as required street trees.
4. The plans identify 157 evergreen trees and 24 overstory trees meeting the 5 trees/ acre of disturbed area. The plans exceed the non-street tree requirement.
5. The evergreen buffer along the west property line identifies a mix of evergreen tree species. The arborvitae are extremely susceptible to deer browse. City staff suggests changing the arborvitae to Austrian Pine. The Medora Junipers get a mature width of 3 feet. Staff suggests changing the Medora to 'Sky High' or 'Star Power' varieties which have a mature width of 5 feet.
6. The landscape plans should identify the proposed stormpond maintenance roads in order to identify conflicts between proposed trees and storm pond access.
7. Please identify the seeding areas (limits of native seeding) for each proposed seed mix on the plans or a separate plan exhibit.
8. Reading through the preliminary plat approval records, there are a number of comments about the effectiveness of screening on the east side of the plat. I found the Kimley-Horn Landscape Plan dated 05/02/2006 that show a staggered row of conifers along the east tree-line intended to bolster the screening. This planting was subject of much debate and it appears as though a final landscape plan was approved prior to the July 5, 2006 City Council meeting. I would suggest this was the approved landscape plan. If so, your plans are deficient screening along the east in particular (see attached 05/02/2006 Landscape Plans)
9. The buffer on the west side has been reduced from 200 ft to 150 ft as suggested to provide for a back yard area that is usable. It has been suggested that a berm be added along the west property line along with the proposed trees in lieu of the 200 ft. buffer (there will be public comments as such).
10. Revised and approved landscape plans are required prior to recording the final plat.

### Other comments:

- Recently the Planning Commission has indicated that they prefer minimal street lighting in residential subdivisions. Their most recent comments suggest they prefer street lighting only at intersections. There are no street lighting requirements in the City code, so this is just commentary.

- The Detail sheet #805 does not appear to apply to this development. Check with the City Engineer if the alternate detail on C22 would take its place.
- Outlot ownership comments: The City may or may not want to own Outlots E and F. If Outlot F is owned, the City may want to only accept the portion with the stormpond access and pond on it (breaking it down to smaller outlots).
- Water service stub on Lot 10, Block 2 is within the proposed driveay (check with City Engineer if this is an issue)
- Verify with the City Engineer the required width of the easement between Lots 3 and 4, Block 2 is of adequate width.
- The open space calculation is incorrectly calculated on C4:

Open Space Calculation:

Outlot A	N/I
Outlot B	7.45 ac
Outlot C	15.06 ac
Outlot D	1.36 ac
Outlot E	8.29 ac
Outlot F	3.51 ac
Total	35.59 acres

Open Space Calculation = 35.67 ac/67.89 acres=53% open space

Stephen Wensman  
Planning Director  
City of Lake Elmo  
651-747-3911





## Minnesota Department of Transportation

Metropolitan District  
Waters Edge Building  
1500 County Road B2 West  
Roseville, MN 55113

December 2, 2016

Kyle Klatt  
Planning Director, City of Lake Elmo  
3800 Laverne Avenue N.  
Lake Elmo, MN 55042  
[kklatt@lakeelmo.org](mailto:kklatt@lakeelmo.org)

SUBJECT: P16-067 Hidden Meadows  
SE Quad of MN 36 & Keats Ave N  
Lake Elmo, Washington County  
Control Section 8204

Dear Mr. Klatt:

The Minnesota Department of Transportation (MnDOT) has reviewed the above referenced plat in compliance with Minnesota Statute 505.03, subdivision 2, Plats. Before any further development, please address the following issues:

### ***Water Resources***

A drainage permit may be required. The submitted information is insufficient to determine if the proposed drainage system would impact MnDOT right of way. The proposed development will need to maintain existing drainage rates (i.e., the rate at which storm water is discharged from the site must not increase).

As part of a drainage permit submittal, the City or project developer will need to submit before/after hydraulic computations for both 10 and 100 year rainfall events verifying that all existing drainage patterns and systems affecting Mn/DOT right of way will be perpetuated.

For questions on these points or to submit additional information, please call Bryce Fossand, Mn/DOT Metro District Water Resources Engineering, at (651) 234-7529 or email [bryce.fossand@state.mn.us](mailto:bryce.fossand@state.mn.us).

### ***Noise Control:***

MnDOT's policy is to assist local governments in promoting compatibility between land use and highways. Residential uses located adjacent to highways often result in complaints about traffic noise. Traffic noise from this highway could exceed noise standards established by the Minnesota Pollution Control Agency (MPCA), the U.S. Department of Housing and Urban Development, and the U.S. Department of Transportation.

Minnesota Rule 7030.0030 states that municipalities are responsible for taking all reasonable measures to prevent land use activities listed in the MPCA's Noise Area Classification (NAC) where the establishment of the land use would result in violations of established noise standards.

MnDOT's policy regarding development adjacent to existing highways prohibits the expenditure of highway funds for noise mitigation measures in such areas. The project proposer should assess the noise situation and take the action deemed necessary to minimize the impact of any highway noise.

If you have any questions regarding MnDOT's noise policy please contact Natalie Ries in our Noise/Air Quality section at (651) 234-7681.

***Review Submittal Options:***

MnDOT's goal is to complete the review of plans within 30 days. Submittals sent electronically can usually be turned around faster. There are four submittal options:

1. One (1) electronic pdf version of the plans. MnDOT accept plans at [metrodevreviews.dot@state.mn.us](mailto:metrodevreviews.dot@state.mn.us) provided that each e-mail is less than 20 megabytes.
2. Three (3) sets of full size plans. Although submitting seven sets of full size plans will expedite the review process. Send plans to:

MnDOT – Metro District Planning Section  
Development Reviews Coordinator  
1500 West County Road B-2  
Roseville, MN 55113

3. One (1) compact disk.
4. Plans can also be submitted to MnDOT's External FTP Site at:  
<ftp://ftp2.dot.state.mn.us/pub/incoming/MetroWatersEdge/Planning>. Internet Explorer may not work using FTP so use an FTP Client or your Windows Explorer (My Computer). Notify [metrodevreviews.dot@state.mn.us](mailto:metrodevreviews.dot@state.mn.us) indicating the plans have been submitted on the FTP site.

If you have any questions concerning this review, please contact me at 651-234-7784.

Sincerely,



Karen Scheffing  
MnDOT Principal Planner

**Copy sent via E-Mail:**

Buck Craig, Permits  
Nancy Jacobson, Design  
Bryce Fossand, Water Resources  
Matt Aguirre, Right-of-Way  
Russ Owen, Metropolitan Council  
Kaare Festvog, Traffic  
Ryan Coddington, Area Engineer  
Natalie Ries, Noise/Air quality

**LAKE ELMO PLANNING COMMISSION  
STAFF REPORT**

**Date:** March 24, 2006 for the Meeting of March 27, 2006

**Applicant:** Hidden Meadows Development, LLC (Pat Kinney)/Lakewood Evangelical Church

**Location:** Southeast Quadrant of State Highway 36 and Keats Avenue

**Requested Action:** OP Development Stage Plan/Preliminary Plat and CUP – “Hidden Meadows of Lake Elmo”

**Land Use Plan Guiding:** RAD

**Existing Zoning:** RR

**Site History and Existing Conditions:**

A Preliminary Plat of Deer Glen was approved by the City Council on April 28, 2005 concurrently with several other related applications for 108 acre site. That Preliminary Plat specified a partial street right-of-way extending into the site from Keats Avenue and a 20 acre Lot 1, Block 1 – the site reguidded and rezoned PF to accommodate the (now) Rock Point Church. The balance of the 108 acres was “outlotted” in the Deer Glen plat pending a revised OP Concept Plan for the residential portion of the project. The 2005 approval of the Deer Glen Preliminary Plat did specify that the portion of the lands adjacent to State Highway 36 and north of the public street could be excluded from the OP project, and remain an outlot with no designated use.

On September 20, 2005 the City Council approved an amended OP Concept Plan for the residential portion of the project south of the public street. It is this area (and the original homestead site north of the public street) that is the subject of the OP Development Stage Plan. The Preliminary Plat covers the actual OP development and the remaining Outlots north of the public street.

**Discussion and Analysis:**

City review of OP Development Stage Plans and accompanying Preliminary Plats includes findings of both compliance with the approved OP Concept Plan and compliance of the preliminary infrastructure plans with City engineering standards and OP design standards. The City Engineer’s review of those infrastructure plans is the critical component of this development review stage since the general neighborhood design/lot count/required amenities are established at the Concept Plan Stage.

OP Development Stage Plan/CUP

1. The proposed lot count and lot configuration (including OP buffer areas) are responsive to the approved Concept Plan (September 20, 2005).
2. The Landscape Plan proposes 470 trees to be introduced to the site with deciduous trees partly 2.5 inch and partly 1.5 inch caliper (depending on species), and coniferous trees 6 feet and 8 feet in planted height (dependent on species). This count and quality of trees will

- respond to both OP and Section 400 standards for landscape – particularly considering significant existing tree population on some of the proposed lots that will be retained.
3. We do not find a Landscape Plan response to Condition #5 of the OP Concept Plan approval resolution, “5. *The Development Stage Plan shall demonstrate the year-round effectiveness of screening measures that support the 100 foot OP buffer on the east side of site.*” While the Landscape Plan notes existing tree groupings along the east side of the plat, we find no indication of the species, spacing and sizes of the trees in that grouping that would demonstrate that this would be effective year-round screening of the homes within the plat. Together with a listing of the trees proposed as effective year-round screening, the preferred method to demonstrate that effectiveness is providing cross sections from house through screen to adjacent land.
  4. With the exception of #3 above we find that the applicable conditions of the Concept Plan approval resolution are complied with.

#### Preliminary Plat

The City Engineer has presented a March 23, 2006 Email outlining a number of infrastructure related review comments, including a finding that certain information required to complete his review has not been submitted by the applicant.

#### **Findings and Recommendations:**

Where City Engineer or Watershed review comments address minor plat modifications we usually recommend the plat go forward to the City Council with a condition requiring compliance by the applicant with those comments and recommendations. In this case the City Engineer’s review recommends more substantial modifications than we have seen previously, and the need for additional information to complete his review. This concern coupled with the lack of a plan demonstration screening effectiveness leads staff to recommend that this Preliminary Plat be tabled by the Commission pending applicant’s plan adjustments and submission of the information we do not as yet have.

The Noticed Public Hearing regarding the plat and CUP should be conducted by the Commission on March 27, as scheduled. Based on the above comments the City does not have a “completed application” as of this date. We suggest, however, that the meeting at which the Commission should next consider this matter is April 24, and the meeting at which the City Council should act is May 2, 2006.

#### **Planning Commission Actions Requested:**

Motion to table the OP Development Stage Plan/Preliminary Plat/CUP of “Hidden Meadows of Lake Elmo” until such time as completed application documentation is submitted and modifications to the infrastructure design recommended by the City Engineer are completed.

---

Charles E. Dillerud, City Planner

#### Attachments:

1. City Council Resolution #2005-102 Approving the OP Concept Plan
2. Approved OP Concept Plan
3. City Engineer’s Email
4. Applicant’s Documentation



<p>Lake Elmo City Council April 18, 2006</p>	<p>Agenda Section: Planning, Land Use and Zoning</p>	<p><u>No.</u> 9A</p>
<p><b>Agenda Item:</b> OP Development Stage Plan/Preliminary Plat and CUP – “Hidden Meadows”</p>		
<p><b><u>Background Information for April 18, 2006:</u></b></p> <p>The Planning Commission considered this OP Plan/Plat/CUP to create 26 single family lots (25 new and 1 existing) at meetings March 27 and April 10, 2006. The Official Public Hearing was conducted on March 27, and the applications were then tabled pending resolution with the City Engineer of several infrastructure design issues, and submission by the applicant of a screening plan along the east site boundary to comply with OP standards where a 100 foot OP buffer is proposed. The majority of the infrastructure design issues were resolved with the City Engineer by April 10, and the applicant presented the screening plan at the April 10 Commission meeting. Following substantial discussion the Commission decided to recommend the applicant’s proposed screening plan to be compliant with the intent of the OP buffer standards.</p> <p>Public Hearing testimony focused on a request by an adjoining (at the extreme southwest corner) property owner for a public street extension to the south plat boundary. That neighboring 20 acre parcel is accessed via an easement to Keats that was created when a 40 acre parcel was divided, with City approval, into 2 “shotgun” 20’s several years ago. The property owner advised the Commission that he desires a direct public street access through this plat to eliminate a long easement driveway and enhance the potential to further divide the 20 acre parcels (perhaps to 10’s) in the future. The Commission does not recommend the street extension be required.</p> <p>A second adjoining property owner requested that the trail along the west perimeter of the plat be moved away from the property line. The applicant has agreed to do so.</p> <p>The Commission has unanimously recommended that the OP Plan/Plat/CUP be approved.</p>		
<p><b><u>Action items:</u></b> Motion to adopt Resolution #2006 - , approving the OP Development Stage Plan/OP Conditional Use Permit and Preliminary Plat for “Hidden Meadows of Lake Elmo per plans staff dated April 13, 2006 and subject to conditions of approval as recommended by the Planning Commission.</p>	<p><b><u>Person responsible:</u></b>  City Planner</p>	
<p><b><u>Attachments:</u></b></p> <ol style="list-style-type: none"> <li>1. Draft Resolution #2006 – Approving Plat/Plan/CUP</li> <li>2. Location Map</li> <li>3. Planning Commission Minutes of March 27 and April 10</li> <li>4. Planning Staff Reports of March 24 and April 6</li> <li>5. Documentation and graphics</li> </ol>	<p><b><u>Time Allocated:</u></b></p>	

Lake Elmo City Council July 5, 2006	Agenda Section: Planning, Land Use and Zoning	<u>No.</u> 9B
<b>Agenda Item:</b> Final Plat and Development Agreement – Hidden Meadows 2 <sup>nd</sup> Addition		
<p><b><u>Background Information for July 5, 2006:</u></b></p> <p>An application for Final Plat of Hidden Meadows 2<sup>nd</sup> Addition has been presented for City Council approval. This Final Plat is for the 69.68 acre residential (OP) portion of the Rock Point Church site at 59<sup>th</sup> Street North and Keats Avenue, and plats 25 lots and the remaining street right-of-way not platted with the Rockpoint Church Final Plat. The Preliminary Plat was approved on April 18, 2006.</p> <p>Staff has prepared a Development Agreement including content and format similar to those of prior OP plats. The City Forester has reviewed and approved the Final Landscape Plan. Note that the City Engineer has determined that the primary drainfield setback to the west property line is (and always was) 100 feet or more. The applicant has delineated a secondary drainfield site, and the water main/trail easements thereon will be provided in written format rather than by plat notation – the usual method for these types of easements.</p> <p>As this is written the City Attorney is continuing review of the various Covenants/Declarations/Easements that will be required prior to release of the plat by the City for recording. The Conservation Easement over the Preserved Open Space may be held by the City rather than the Land Trust – as is permitted by the Zoning Ordinance. The applicant and the Land Trust are still conversing on those matters. In no case can the plat be released for recording prior to the Conservation Easement (as well as the other required written easements) being provided to either the City or the Land Trust or both.</p>		
<p><b><u>Action items:</u></b></p> <p>Motion to adopt Resolution #2006 - approving the Final Plat and Development Agreement for Hidden Meadows 2<sup>nd</sup> Addition.</p>	<p><b><u>Person responsible:</u></b></p> <p>City Planner</p>	
<p><b><u>Attachments:</u></b></p> <ol style="list-style-type: none"> <li>1. Draft Resolution #2006 - Approving Final Plat and DA</li> <li>2. Draft Development Agreement</li> <li>3. Final Plat</li> <li>4. Resolution #2006 – Approving Preliminary Plat</li> <li>5. Approved Preliminary Plat</li> </ol>	<p><b><u>Time Allocated:</u></b></p>	



## STAFF REPORT

DATE: 7/5/2017

**REGULAR**

ITEM #: 12

**TO:** City Council  
**FROM:** Emily Becker, City Planner  
**AGENDA ITEM:** Lions Park Signs  
**REVIEWED BY:** Kristina Handt, City Administrator

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### **BACKGROUND:**

Aaron Runk has offered to sell advertisements in the form of signage on fencing within Lions Park. Staff obtained quotes from Kathy Weeks of Weekend Signs. The Parks Commission reviewed the sign costs at its June 19, 2017 meeting and made recommendations.

### **ISSUE BEFORE COUNCIL:**

The Council is being asked to review the Parks Commission recommendation and adopt Resolution 2017-071 approving the initial costs of the signs to be assigned to the capital improvements fund for Lions Park; and approving cost and sales price for and type of signs to be allowed within Lions Park.

### **PROPOSAL DETAILS/ANALYSIS:**

Kathy Weeks provided pricing for both 4' X 8' and 4' X 16' (two panels of 4' X 8') signs. Pricing is shown for both aluminum composite and vinyl banners in these sizes. This pricing is at cost and does not include markup, and Kathy has indicated that there will be no additional markup to this price. Staff has also reached out to other sign companies to obtain





pricing, and Kathy's quote was the lowest. These quotes are attached for reference. Once a business has agreed to purchase advertising space, the signs would be made and displayed on fencing in the park. Kathy has also provided visuals of what the signs would look like on fencing within the park.

The advertisements would be sold, and the City would pay Kathy for the initial cost of the signs. The initial cost of the 4' X 8' aluminum signs are \$150.00-\$200.00 each, and the Parks Commission recommended that they be sold for advertisement at \$500.00/year. The 4' X 16' aluminum signs (which would be made up of two 4' X 8' aluminum signs) are at a cost of \$350.00-\$400.00 each, and the Parks Commission recommended that the advertisements be sold at a price of \$900.00/year. The Parks Commission also recommended that the funds used for the initial costs of the signs come from the Lions Park capital improvements fund and that the signs have a vintage feel where possible.

### **FISCAL IMPACT:**

Initial cost of purchasing the signs, which would be covered by the cost for advertisement. The Parks Commission has recommended that the initial funds to purchase the signs come out of the capital improvements fund for Lions Park.

### **OPTIONS:**

- Adopt Resolution 2017-071, approving the initial costs of the signs to be assigned to the Lions Park capital improvements fund; and approving cost and sales price for and type of signs to be allowed within Lions Park as part of tonight's consent agenda.
- Remove the item from tonight's consent agenda, make amendments Resolution 2017-071, and adopt Resolution 2017-071 as amended.
- Not adopt Resolution 2017-071.

### **RECOMMENDATION:**



Staff and the Parks Commission recommend adoption of Resolution 2017-071, approving the initial costs of the signs to be assigned to the Lions Park capital improvements fund; and approving cost and sales price for and type of signs to be allowed within Lions Park as part of tonight's consent agenda. If removed from the consent agenda, the recommended motion can be made as follows:

***“Move to adopt Resolution 2017-071, approving the initial costs of the signs to be assigned to the Lions Park capital improvements fund; and approving cost and sales price for and type of signs to be allowed within Lions Park.”***

**ATTACHMENTS:**

- Resolution 2017-071
- Sign package from Kathy Weeks including sign pricing, example photos of what the signs would look like within Lions Park, and example sign graphics
- Other signage quotes



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

**RESOLUTION NO. 2017-071**

*A RESOLUTION APPROVING INITIAL COST, PRICE, FUNDS BEING  
USED, AND TYPE OF SIGNS TO BE SOLD AND PLACED WITHIN  
LIONS PARK AND COMMITTING FUNDS*

**WHEREAS**, Lions Park is home to many annual events such as the Lake Elmo Rotary Ice Cream Social, Huff n Puff Days and numerous Lake Elmo Baseball Association games; and

**WHEREAS**, Lions Park is one of Lake Elmo's oldest parks and is in need of improvements for both safety and aesthetic reasons; and

**WHEREAS**, Lake Elmo residents and businesses are interested in contributing to improvements at the Lions Park Ballfield both through monetary and in-kind contributions and;

**WHEREAS**, volunteers have come forward offering to help sell advertising signs for the outfield fence at Lions Park and;

**WHEREAS**, the Parks Commission also recommended that every effort be made to give the signs a vintage feel when possible; and

**WHEREAS**, the Parks Commission reviewed the cost, price, funds to be used, and type of signs to be used and sold as advertisements within Lions Park at its June 19, 2017 meeting and recommended that Council approve the following:

- 4' X 8' 3mm Aluminum Composite Sign w/ Grommets at a cost of up to \$200.00 and a sale price of \$500.00/year.



- 4 X 16' 3mm Aluminum Composite Sign w/ Grommets at a cost of up to \$400.00 and a sale price of \$900.00/year, and

**WHEREAS**, the Parks Commission also recommended that the City Council commit the funds received from sales of signs to the Lions Park Ballfield Improvement Fund and;

**WHEREAS**, the initial costs of the signs would come from the funds deposited in the Lions Park Ballfield Improvement Fund.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Lake Elmo approves the aforementioned initial costs, sale price, funding source, and type of signs that will be sold for advertising to raise funds for Lions Park, to be placed within Lions Park.

**BE IT FURTHER RESOLVED**, that the City Council does hereby commit the advertising revenues from the sale of signs at Lions Park to the Lions Park Ballfield Improvement Fund.

Passed and duly adopted this 5th day of July, 2017 by the City Council of the City of Lake Elmo, Minnesota.

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Mike Pearson, Mayor

ATTEST:

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Julie Johnson, City Clerk







**Signs**  
& GRAPHICS

KATHY WEEKS  
WeeksEndSigns@AOL.COM

Call 651.779.0307

Date: 5/31/17  
Proof: 1

4' x 8' (Rihm Kenworth)

233' fence marker



4' x 16' Gorman's Restaurant in center... 4' x 8' signs on each side

266' fence marker



**NOTE:**

Please review your proof carefully for Spelling Errors, Size, Quantity, Color & ALL content.





**Signs**  
& GRAPHICS

KATHY WEEKS  
WeeksEndSigns@AOL.COM

Call 651.779.0307

Date: 5/31/17

Proof: 1

4' x 8'

country market

**Hagberg's**

**THE MEAT PLACE**

**HagbergsMarket.com**

**Find Us On Facebook**

**RK**

**RIHM KENWORTH**

**FAMILY OWNED & OPERATED SINCE 1932**

**GORMAN'S**

**Restaurant**

**Burgers & Malts**

**GormansRestaurantLakeElmo.com**



**LAKE ELMO BANK**

**A TRADITION OF SERVICE**

4' x 16' (2 @ 4' x 8' panels installed next to each other)

**GORMAN'S**

**Restaurant**

**Burgers & Malts**

**OPEN 'till 8pm Mon.-Sat.**

**Sundays 'till 3pm**

**GormansRestaurantLakeElmo.com**

**NOTE:**

Please review your proof carefully for Spelling Errors, Size, Quantity, Color & ALL content.

PREPARED FOR: **City of Lake Elmo**

DATE: 6/27/2017

TOTAL PAGES: 1

Quote # 12523



945 Pierce Butler Route  
St. Paul, MN 55104

Quote Line	ITEM	UNIT	Qty	TOTAL	COMMENTS / QUALIFICATIONS
12523	4' X 8'		1	\$767	Furnish and deliver (1) 4' X 8' 3MM Aluminum composite sign. Sign will have a prefinished white back and have a first surface digital print applied to the face. No permit needed.
12523-01	4' X 16'		1	\$1,247	Furnish and deliver (1) 4' X 16' 3MM Aluminum composite sign. Sign will have a prefinished white back and have a first surface digital print applied to the face. No permit needed.

### Grand Total

#### General Qualifications

- Manufacture, installation and shop drawings included
- 50% deposit required to begin manufacturing

#### Questions?

Contact Steve Rutkowski

O:651-488-6711 or C:651-775-6727

[srutkowski@lawrencesign.com](mailto:srutkowski@lawrencesign.com)



**Impression Signs and Graphics**

680 Hale Ave N. #250

Oakdale MN 55128

United States

Phone: (651) 328-6601

Fax : (651) 328-6608

eric@impressionsigns.com

for Quote : eric@impressionsigns.com

www.impressionsigns.com

EIN # : 46-2454941

**Quote 3680 - 8'x4' Composite Aluminum Panels****Expiration Date : 08/22/2017**

Quote for	Contact	Shipping/Install
<b>City of Lake Elmo</b> 3800 Laverne Avenue North Lake Elmo MN 55042	<b>Emily Becker</b> Phone : (651) 747-3912 Email : ebecker@lakeelmo.org Address : 3800 Laverne Avenue North Lake Elmo MN 55042	

Quote #	Quote Date	Sales Rep	Payment Terms	PO	PO Date
<b>3680</b>	06/23/2017	<b>Eric Gustafson</b> eric@impressionsigns.com (612) 401-4450	Cash Customer		

**Items**

#	Item	Qty	Unit Price	Total (Ex. Tax)	Tax	Total (With Tax)
1	<b>Digital Print on Max Metal Single Sided</b> Single Sided Composite Aluminum Panel, 3M Full Color Digital Print Vinyl Graphics with Premium 3M UV Gloss Overlamine.  Note - assumes client provided design - but we also offer design services at \$90/hour.  Discounts apply if multiples ordered at one time.	1	\$400.00	\$400.00	\$0.00	\$400.00
2	<b>Digital Print on Max Metal Single Sided</b> Single Sided Composite Aluminum Panel, 3M Full Color Digital Print Vinyl Graphics with Premium 3M UV Gloss Overlamine.  Note - assumes client provided design - but we also offer design services at \$90/hour.	1	\$730.00	\$730.00	\$0.00	\$730.00

Please circle the option above that you want and sign below

for **City of Lake Elmo**

Signature	Date
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