



STAFF REPORT

DATE: March 20, 2018

REGULAR

ITEM #: 20

MOTION

TO: City Council

FROM: Emily Becker, Planning Director

AGENDA ITEM: Royal Golf Club at Lake Elmo Development Agreement Amendment

REVIEWED BY: Sarah Sonsalla, City Attorney
Kristina Handt, City Administrator

BACKGROUND:

The Royal Golf Club at Lake Elmo Preliminary Landscape Plans included the need for 3800 trees within the entire Royal Golf Club at Lake Elmo Preliminary Plat per Tree Preservation and Landscape requirements. The original number of trees that were required to be planted within the development was approximately 4600, but because the area is heavily wooded and because the language within the tree preservation ordinance requires a minimum of five trees to be planted for every one acre of land that is developed *or* disturbed, the City made some concessions, and an agreement was made to require that 3800 trees be planted within the development. The Developer and City have been working on coming to an agreement for trees required within the development, as both the Developer and City believe that the required number of trees within the development would cause tree overcrowding.

The updated preliminary landscape plans provide that a total of 888 trees are to be planted on single family lots. Of these, four are to be planted within each large single family lot, and two are to be planted within each small single family (villa) lots. The Development Agreement for Royal Golf Club at Lake Elmo 1st Addition required that security be in place for the cost of all trees, including those to be planted within single family lots to be installed on single family lots by builders. Other developments within the City (i.e. Hunter's Crossing) have landscaping that is warrantied within private lots. The Developer is requiring the builders to plant these trees and is requesting that the City not govern, warrant, or dictate those trees and simply ensure that they are planted. They also have communicated that they are planning to reduce the number of trees to be planted within the development by an additional 969 beyond the required 2912 (2912 subtracted by a proposed 1943 trees), paying \$500 per each 2.5 caliper inch tree that the developer elects not to plant within the subdivision

The Council discussed this request at the January 9, 2018 workshop and directed Staff to draft an amendment to the Royal Golf Club at Lake Elmo which will reduce the number of trees required to be planted within the development from 3800 to 2912 (the 888 to be planted within single family lots subtracted from the agreed-upon number of trees to be planted within the development). There was consensus that simply not requiring warranty on these trees would leave the City with no way to enforce the requirement that these trees be planted. This direction was given to Staff under the understanding that the developer would be paying park dedication fees totaling \$484,500 (\$500 per 2.5 caliper inch tree X 969 trees to be reduced). Additionally, it should be clarified and was discussed at the workshop

that these trees will still be warranted by way of contracts entered in to between landscapers and builders/buyers of these lots.

ISSUE BEFORE COUNCIL:

Should the City amend the Royal Golf at Lake Elmo 1st Addition Development agreement, allowing reduction of the total number of trees required within the development from 3800 to 2912 with the understanding that the developer will also pay the City park dedication fees of \$500.00 per 2.5 caliper inch tree in lieu of planting 969 trees within the development?

REVIEW/ANALYSIS:

The proposed amendments to the Royal Golf Club at Lake Elmo 1st Addition include the following:

- That the trees planted within single family lots are not required to be warrantied.
- That the City has agreed to reduce the number of trees required to be warrantied within the development from 3800 to 2912.
- That the developer will plant at least two trees on villa lots and four trees on single family home lots.
- All trees within villa and single family lots must be planted prior to release of building permit escrow.
- That the developer may reduce the number of trees required to be planted within the development by either implementing woodland management or pollinator friendly native seeding practices or a per-tree parkland dedication fee of \$500.00 per 2.5 caliper inch tree that the Developer elects not to plant.
- The Developer will be required to pay \$121,541.00 in parkland dedication fees for the 1st Addition for reduction of the number of trees required. This fee was calculated as follows: \$500.00 X 969 2.5-caliper inch trees reduced within the entire preliminary plat area / 291 residential lots within the entire preliminary plat area X 73 residential lots within the 1st Addition.

Security Reduction. The developer's amended plan indicates that 422 trees will be planted within the 1st Addition, which would only require a security of \$263,750 (\$500 per 2.5 inch caliper tree X 422 trees X 125%), reduced from the previously required security of \$311,354.00. If the Council chooses to amend the Development Agreement to not warranty the trees within the single family lots, it should also motion to approve the security reduction of \$47,604.

FISCAL IMPACT:

The Developer will be required to pay a park dedication fee of \$121,541 for 244 trees not planted within the development.

OPTIONS:

The City Council has the following options:

- 1) Adopt Resolution 2018-028 approving the First Amendment to Development Agreement for Royal Golf Club at Lake Elmo; or

- 2) Amend Resolution 2018-028 approving the First Amendment to the Development Agreement for Royal Golf Club at Lake Elmo and adopt as amended.
- 3) Do not adopt Resolution 2018-028 approving the First Amendment to Development Agreement for Royal Golf Club at Lake Elmo.

RECOMMENDATION:

Staff recommends the City Council adopt Resolution 2018-028 approving the Development Agreement for Royal Golf Club at Lake Elmo.

“Move to adopt Resolution 2018-028 approving the development agreement for Royal Golf Club at Lake Elmo Final Plat”

Additionally, because security reductions would need to be made as a result of this amendment, the following motion should also be made:

“Move to approve security reduction for landscaping for the Royal Golf Club 1st Addition by \$47,604.”

ATTACHMENTS:

1. Resolution 2018-028
2. First Amendment to Royal Golf Club at Lake Elmo Development Agreement
3. Amended Preliminary Landscape Plans

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

RESOLUTION NO. 2018-028

*A RESOLUTION APPROVING FIRST AMENDMENT TO DEVELOPMENT AGREEMENT FOR
ROYAL GOLF CLUB AT LAKE ELMO 1ST ADDITION*

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

WHEREAS, Royal Development Inc., 11074 Radisson Road NE, Blaine, MN 55449 (the “Applicant”) has previously submitted an application to the City of Lake Elmo (the “City”) for a final plat for Royal Golf Club at Lake Elmo 1st Addition; and

WHEREAS, the Lake Elmo City Council adopted Resolution No. 2017-093 on September 5, 2017 approving the final plat for Royal Golf Club at Lake Elmo 1st Addition; and

WHEREAS, the Lake Elmo City Council adopted Resolution No. 2017-096 on September 19, 2017, approving the Development Agreement for Royal Golf Club at Lake Elmo 1st Addition; and

WHEREAS, the Applicant and City have agreed to amend the approved Development Agreement so that trees planted within single family lots do not need to be warrantied in recognition of the Developer agreeing to reduce the number of trees it is required to plant within the development by 969 by paying a parkland dedication fee of \$500.00 per 2.5 caliper inch tree as per Section 19 (C) of the Royal Golf Club at Lake Elmo 1st Addition Development Agreement.

WHEREAS, the Applicant and City have agreed to reduce the number of required trees the Developer is required to plant within the Subdivision from 3800 to 2912 as such number is reflected in the revised landscape plan and that in addition to this number, two trees be planted on lots that have villa homes and at least four trees be planted on lots that have single family homes. These trees are not to be counted towards the number of trees required herein. The number may be further reduced by paying a parkland dedication fee or woodland management or pollinator friendly techniques.

NOW, THEREFORE, based on the information received, the City Council of the City of Lake Elmo does hereby approve the First Amendment to Development Agreement for Royal Golf Club at Lake Elmo 1st Addition and authorizes the Mayor and City Clerk to execute the agreement.

Passed and duly adopted this 20th day of March 2018 by the City Council of the City of Lake Elmo, Minnesota.

Mike Pearson, Mayor

ATTEST:

Julie Johnson, City Clerk

FIRST AMENDMENT TO DEVELOPMENT AGREEMENT

This First Amendment to Development Agreement (Amendment) is made and entered into this ____ day of _____, 2018, by and between the City of Lake Elmo, a municipal corporation under the laws of Minnesota (the “City”) and Royal Development, Inc., a Minnesota corporation (the “Developer”).

RECITALS:

A. The City and the Developer have entered into a Development Agreement dated August 31, 2017 and recorded with Washington County on September 19, 2017 as Document No. 4129865 (the “Development Agreement”).

B. The Development Agreement relates to that subdivision located in Lake Elmo, Minnesota known as Royal Golf Club at Lake Elmo 1st Addition and the property is legally described on Exhibit A attached hereto.

C. The Development Agreement required that all landscaping materials such as trees, shrubs, grass, or other vegetation installed by the Developer must be warrantied and maintained for a period of two years.

D. The City and the Developer have agreed to amend the Development Agreement so that trees planted within lots on which single family and villa homes will be constructed (collectively the “Single Family Lots” do not need to be warrantied in recognition of the Developer agreeing to reduce by 969 the number of trees it is required to plant throughout all phases of the development by paying a parkland dedication fee of \$500.00 per 2.5 caliper inch tree as permitted under Section 19 (C) of the Development Agreement.

NOW, THEREFORE, in consideration of the above recitals, which are expressly incorporated herein, and for other good and valuable consideration, the receipt and sufficiency

which is hereby acknowledged, the City and the Developer agree to amend the Development Agreement as follows:

1. Capitalized terms used but not defined herein have the meanings assigned to them in the Development Agreement.

2. Section 19 (A) of the Development Agreement shall be changed to read as follows:

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 years, with the exception of trees planted on lots that have single family homes, which are not required to be warrantied. The City has agreed to not require the Developer to warranty the trees planted within single family lots recognizing that the Developer has agreed to reduce by 969 the total number of trees it is required to plant within all phases of the Subdivision by paying the City a per-tree parkland dedication fee of \$500.00 per 2.5 caliper inch tree as permitted under Section 19 (C) below. The Developer will pay a proportionate share of the total per-tree parkland dedication fee for each phase of the Subdivision based upon the number of Single Family Lots contained within each such phase. For the 1st Addition, the Developer will be required to pay \$121,541.00 in parkland dedication fees $[(\$500 \times 969 \text{ 2.5-caliper inch trees reduced within the entire preliminary plat area}) / 291 \text{ Single Family Lots within all phases of the Subdivision} \times 73 \text{ Single Family Lots within the 1}^{\text{st}} \text{ Addition}]$. The two year warranty period for landscaping materials located within each phase of the Subdivision for which the Developer is providing a warranty under this Section 19 (A) shall be deemed to start once all required landscaping identified as responsibility of Developer in the approved Plans for such phase has received acceptance by the City. The Developer agrees to have the installer of the landscaping complete an inspection 30 days prior to the end of the two year warranty period and provide the City with a written report identifying the condition of all landscaping. In the event that any landscaping installed by the Developer is deemed through this inspection 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.

2. Section 19 (C) of the Development Agreement shall be changed to read as follows:

(C) The City has agreed to reduce the number of required trees the Developer is required to plant within the Subdivision from 3800 to 2912 as such number is reflected in the revised landscape plan attached hereto as Exhibit D. However, in addition to planting the number of trees required by this

paragraph, the Developer agrees that it will require that at least two trees be planted on lots that have villa homes and at least four trees be planted on lots that have single family homes. These trees are not to be counted towards the number of trees that are required by this paragraph to be planted by the Developer. All trees planted on villa or single family home lots must be planted before the building permit escrow will be released by the City. The Developer may further reduce the number of trees that it is required to plant within the Subdivision by: (i) implementing woodland management or pollinator friendly native seeding practices within the Subdivision, in a manner approved by the City's Landscape Architect, provided that the number of trees that may be removed from the Developer's plantings will be agreed upon by the Developer and the City at the time such practices are approved; or (ii) paying to the City a per-tree parkland dedication fee of \$500.00 per 2.5 caliper inch tree that the Developer elects not to plant within the Subdivision.

3. A new Exhibit D to the Development Agreement is hereby added. The new Exhibit D is attached hereto as Exhibit 2.

4. All other terms and conditions of the Development Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the City and the Developer have executed this First Amendment to the Development Agreement as of the date first written above.

CITY OF LAKE ELMO

By: _____
Mike Pearson, Mayor

By: _____
Julie Johnson, City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF WASHINGTON)

The foregoing instrument was acknowledged before me this _____ day of _____, 2018, by Mike Pearson and Julie Johnson, the Mayor and the City Clerk, respectively of the City of Lake Elmo, a Minnesota municipal corporation, on behalf of the City.

Notary Public

ROYAL DEVELOPMENT INC.

By: _____

Its: _____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2017, by _____, the _____ of Royal Development Inc., a Minnesota corporation, on behalf of the corporation.

Notary Public

This document was drafted by:

Kennedy & Graven, Chartered (SJS)

470 U.S. Bank Plaza
200 South Sixth Street
Minneapolis, MN 55402
(612) 337-9300

EXHIBIT A

Legal Description of the Property

The property subject to the foregoing First Amendment to Development Agreement is legally described as follows:

The North Half of the Northeast Quarter of Section 25, Township 29 North, Range 21 West, Washington County, Minnesota, except therefrom that portion of the Northeast Quarter lying North and East of the public highway known as County State Aid Road No. 15.

AND

Government Lot 2 of Section 25, Township 29 North, Range 21 West, Washington County, Minnesota.

AND

Government Lot 1 of Section 25, Township 29 North, Range 21 West, Washington County, Minnesota.

AND

The Northwest Quarter of Section 25, Township 29 North, Range 21 West, Washington County, Minnesota.

AND

The Northeast Quarter of the Southwest Quarter of Section 25, Township 29 North, Range 21 West, Washington County, Minnesota.

AND

Government Lot 3 of Section 25, Township 29 North, Range 21 West, Washington County, Minnesota.

AND

The Southwest Quarter of the Southeast Quarter of Section 25, Township 29 North, Range 21 West, Washington County, Minnesota.

AND

That part of Government Lot 4, Section 25, Township 29, Range 21, Washington County, Minnesota, described as follows:

Commencing at the Southwest corner of said Government Lot 4; thence North 00 degrees 08 minutes 17 seconds East, assumed bearing, along the West line of said Government Lot 4, a distance of 1119.38 feet to the point of beginning of the parcel to be described; thence continuing northerly along said West line of Government Lot 4, a distance of 584 feet, more or less, to the shoreline of Horseshoe Lake; thence southeasterly, southerly, and southwesterly along said shoreline to the intersection with a line that bears South 89 degrees 51 minutes 43 seconds East from the point of beginning; thence North 89 degrees 51 minutes 43 seconds West, 21.5 feet, more or less, to the point of beginning.

AND

That part of Government Lot 4, Section 25, Township 29, Range 21, Washington County, Minnesota, lying southwesterly, southerly, and westerly of the following described line:

Commencing at the Southwest corner of said Government Lot 4; thence North 00 degrees 08 minutes 17 seconds East, assumed bearing, along the West line of said Government Lot 4, a distance of 482.61 feet to the point of beginning of the line to be described; thence southeasterly 221.89 feet along a non-tangential curve concave to the southwest having a radius of 490.00 feet, a central angle of 25 degrees 56 minutes 46 seconds, a chord length of 220.00 feet, and a chord bearing of South 43 degrees 56 minutes 35 seconds East; thence North 63 degrees 42 minutes 45 seconds East, not tangent to the last described curve, a distance of 10.23 feet; thence South 32 degrees 27 minutes 51 seconds East, 334.35 feet; thence South 00 degrees 08 minutes 17 seconds West, 45.00 feet to the South line of said Government Lot 4 and said line there terminating.

Parcel Identification Numbers:

25-029-21-12-0001

25-029-21-13-0001

25-029-21-14-0001

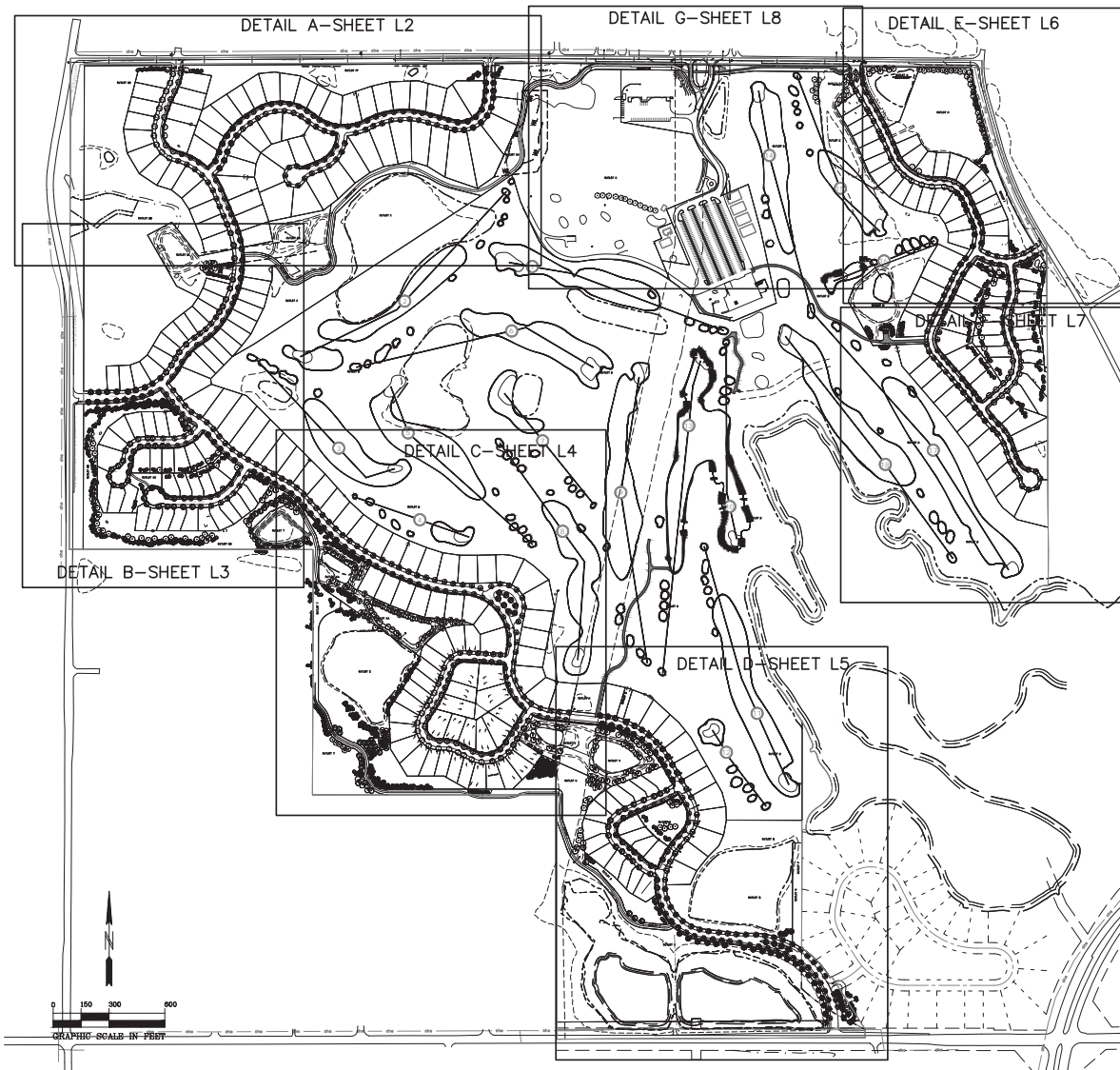
25-029-21-21-0001

25-029-21-31-0001

25-029-21-42-0001

25-029-21-43-0001

25-029-21-43-0002
25-029-21-44-0002



LANDSCAPE DATA:

GROSS RESIDENTIAL DEVELOPMENT AREA: 231.2 ACRES
LAND ACREAGE "DEVELOPED OR DISTURBED BY DEVELOPMENT ACTIVITY" (DEVELOPED AREA WITHIN GRADING LIMITS): 146 ACRES

LANDSCAPE REQUIREMENTS:

1 TREE/50' OF ROW FRONTAGE: 35,961'/50=720 TREES
5 TREES PER 1 ACRE OF "LAND THAT IS DEVELOPED OR DISTURBED BY DEVELOPMENT ACTIVITY": 146 AC. X 5=730 TREES

TOTAL TREES REQUIRED FOR LANDSCAPING: 1,450

MITIGATION REQUIREMENT: 8,542" (SEE TREE PRESERVATION PLANS)

PROPOSED TREES ON PLAN: 1,189 OVERSTORY, 753 EVERGREEN
TOTAL TREES PROPOSED ON PLAN: 1,943

LARGE LOT SINGLE FAMILY WILL HAVE AN ADDITIONAL 4 TREES/LOT AND SMALL LOT SINGLE FAMILY WILL HAVE AN ADDITIONAL 2 TREES/LOT PLANTED BY THE BUILDER AS PART OF THE HOME LANDSCAPING OUTSIDE THE SCOPE OF THIS LANDSCAPE PLAN SET. TOTAL NUMBER OF TREES TO BE PLANTED AFTER HOME CONSTRUCTION BY BUILDER:

4 TREES (2.5" MINIMUM) PER LARGE LOT (153 LOTS): 612 TREES
2 TREES (2.5" MINIMUM) PER 55-65' LOT (138 LOTS): 276 TREES
TOTAL TREES BY BUILDER: 888

TOTAL TREES PROPOSED: 2,831

-PROPOSED ORNAMENTAL TREES NOT INCLUDED IN ANY CALCULATIONS

TREE TOTALS FOR ENTIRE SITE

PLANT SCHEDULE

KEY	COMMON NAME/Scientific name	ROOT	QUANTITY	
OVERSTORY TREES				
	NORTHWOODS RED MAPLE/Acer rubrum 'Northwoods'	2.5" B&B	89	
	AUTUMN BLAZE MAPLE/Acer x freemanii 'Jefferson'	2.5" B&B	45	
	SIENNA GLEN MAPLE/Acer x freemanii 'Sienna'	2.5" B&B	86	
	SUGAR MAPLE/Acer Saccharum 'Green Mountain'	2.5" B&B	95	
	HERITAGE RIVER BIRCH/Betula nigra 'Cully'	12" B&B	94	
	WHITESPIRE BIRCH/Betula populifolia 'Whitespire'	12" B&B	63	
	COMMON HACKBERRY/Celtis occidentalis	2.5" B&B	118	
	KENTUCKY COFFEE TREE/Gymnocladus dioica	2.5" B&B	81	Use male/seedless var. True North, Espresso
	RED OAK/Quercus rubra	2.5" B&B	88	
	NORTHERN PIN OAK/Quercus ellipsoidalis	2.5" B&B	89	
	SWAMP WHITE OAK/Quercus bicolor	2.5" B&B	74	
	PRINCETON ELM/Ulmus americana 'Princeton'	2.5" B&B	144	
	GINGKO/Ginkgo biloba (male only)	2.5" B&B	18	
	CATALPA/Catalpa speciosa	2.5" B&B	11	
	QUAKING ASPEN/Populus tremuloides	2.5" B&B	68	
	SPADED MAPLE AND OAK TRANSPLANTS	6" MM	27	SEE NOTES ON DETAIL E
EVERGREEN TREES				
	BLACK HILLS SPRUCE/Picea glauca densata	6" B&B	379	
	WHITE PINE/Pinus strobus	6" B&B	241	
	RED PINE/Pinus resinosa	6" B&B	133	
ORNAMENTAL TREES*				
	PRAIRIE FIRE CRAB/Malus 'Prairie Fire'	1.5" B&B	19	
	JAPANESE TREE LILAC/Syringa reticulata	8" B&B	11	
	SPRING SNOW CRAB/Malus 'Spring Snow'	1.5" B&B	12	

*ORNAMENTAL TREES MAY BE EITHER B&B OR POT AS LONG AS THEY MEET THE CALIPER INCH OR HEIGHT DESIGNATION

PIONEERengineering

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

I hereby certify that this plan was prepared by me or under my direct supervision and that I am a duly Licensed Landscape Architect under the laws of the State of Minnesota.
Reg. No. 44763 Date: 2-10-18

Signature: [Signature]
Title: [Title]
Date: 2-10-18

Revisions:
2-10-17 new site layout
2-10-17 revised grading
2-10-17 revised tree calculations
2-10-17 revised tree calculations
2-10-17 revised tree calculations
2-10-17 revised tree calculations

Scale: 1"=40'-0" (SEE DETAIL PHOTOS)
Scale: 1"=40'-0" (SEE DETAIL PHOTOS)

Date: 2-25-18
Checked: [Signature]
Drawn: [Signature]

LANDSCAPE PLAN

HC GOLF COURSE DEVELOPMENT, LLC
11074 RADISSON ROAD NE
BLAINE, MINNESOTA 55449

THE ROYAL GOLF CLUB AT LAKE ELMO
LAKE ELMO, MINNESOTA

L1 OF 17