

Construction Plans

for

Sanitary Sewer, Water Main, Storm Sewer and Streets

for

Savona 2nd Addition Lake Elmo, Minnesota

Prepared for:

Lennar Corporation
16305 36th Avenue North Suite 600
Plymouth, Minnesota 55446
Contact: Joe Jablonski
Phone: 952-249-3014

Prepared by:



Westwood Professional Services, Inc.
 7699 Anagram Drive
 Eden Prairie, MN 55344

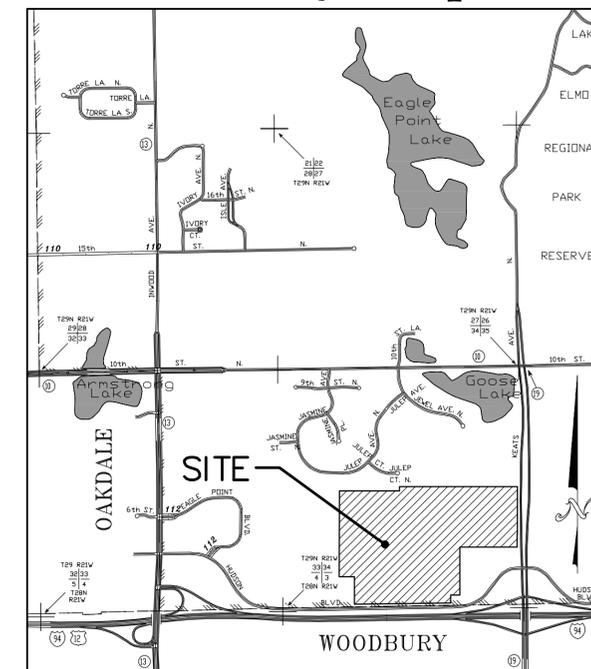
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www.westwoodps.com

Project number: 0000565.02
 Contact: Ryan M. Bluhm

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Vicinity Map



(Not to Scale)

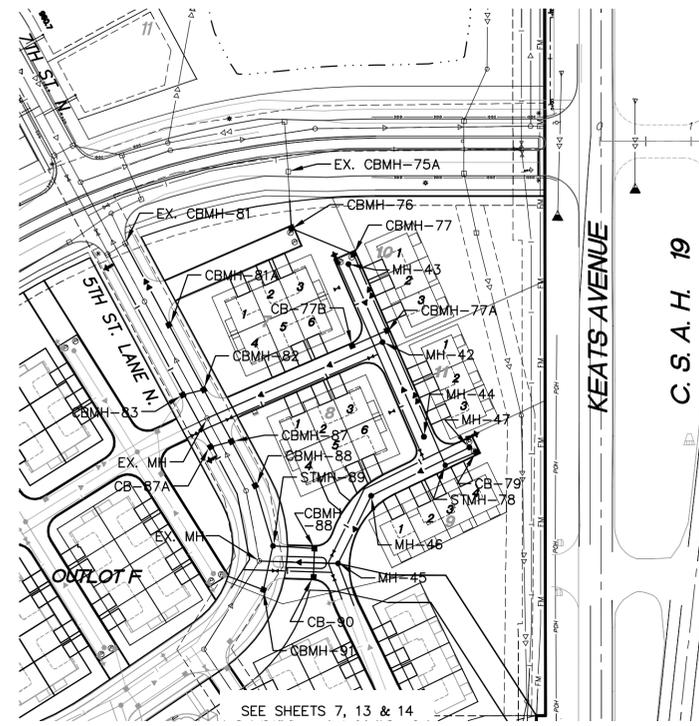
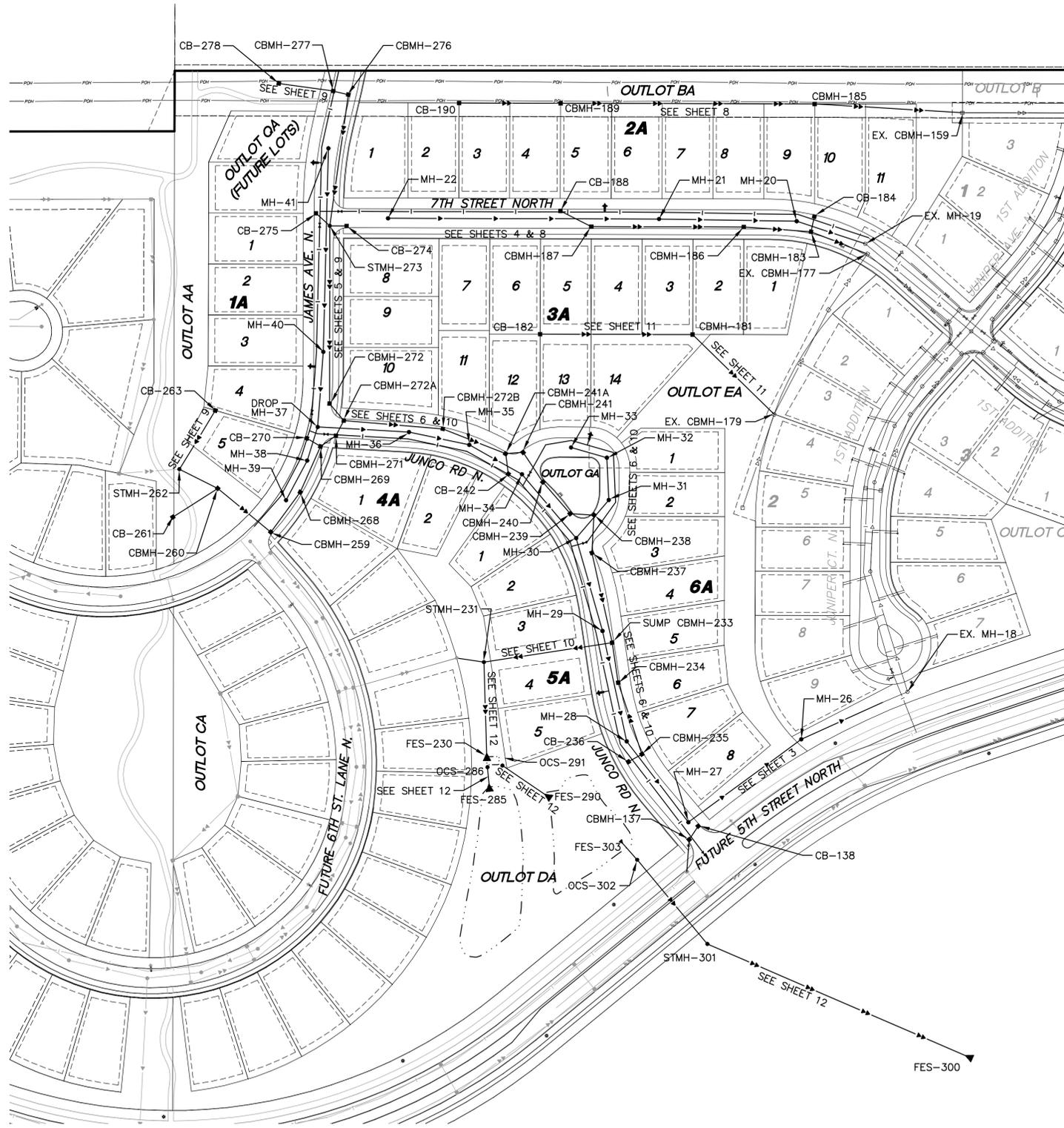
NO.	DATE	REVISION	SHEETS
1	06/30/14	CITY COMMENTS	ALL
2	07/30/14	CITY COMMENTS	ALL
3	08/08/14	CITY COMMENTS	ALL
4	09/03/14	CITY COMMENTS	ALL

Construction Plans

for
Sanitary Sewer, Water Main, Storm Sewer and Streets

for
Savona 2nd Addition
 Lake Elmo, Minnesota

Date: 06/25/14 Sheet: 1 of 17



SEE DETAIL, SHEET 16

WARNING: XCEL TRANSMISSION LINES ARE PRESENT WITHIN THE PROJECT AREA.

EXCAVATION CLOSE TO STRUCTURE LOCATION.

A MINIMUM DISTANCE OF TEN (10) FEET OF SUPPORTED EARTH MUST BE MAINTAINED FROM ANY PART OF THE LINE STRUCTURE. SUPPORT OF THE GROUND BEYOND THE (10) FEET MAY BE PROVIDED BY A SLOPE NO GRATER THAN THREE FEET HORIZONTAL TO ONE FOOT VERTICAL. SUPPORT MAY ALSO BE PROVIDED BY THE USE OF CRIBBING, SHEET PILING, RETAINING WALL OR TUNNELING. THE SPECIFIC PLAN FOR PROVIDING THE REQUIRED SUPPORT AND THE EXCAVATION PLAN FOR THE PROPOSED PROJECT MUST BE SUBMITTED TO XCEL ENERGY FOR REVIEW AND APPROVAL PRIOR TO CONSTRUCTION START.

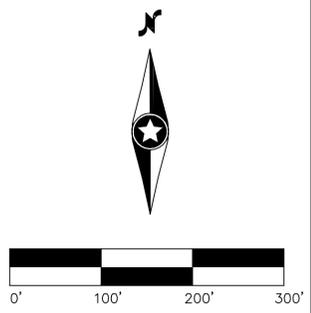
CLEARANCE TO EQUIPMENT AND WORKERS

A WORKING CLEARANCE OF TWENTY (20) FEET BETWEEN THE ELECTRICAL CONDUCTORS AND ANY CRANES OR DIGGING EQUIPMENT USED AT CONDUCTOR ELEVATION IN OR NEAR THE EASEMENT AND A CLEARANCE OF TEN FOOT EIGHT INCHES (10'-8") TO THE PHYSICAL PROXIMITY OF WORKERS MUST BE MAINTAINED AT ALL TIMES. IN ADDITION, ANY CONSTRUCTION NEAR THE TRANSMISSION LINE(S) SHALL COMPLY WITH ALL OSHA SAFETY CLEARANCES. IF THIS CLEARANCE CANNOT BE MAINTAINED, THE CONTRACTOR OR DEVELOPER MUST ARRANGE FOR A LINE OUTAGE BY CALLING XCEL ENERGY'S SYSTEM CONTROL DEPARTMENT (STEVE ROLLIN 612/330-2875). ADEQUATE ADVANCED NOTICE MUST BE PROVIDED IN ORDER TO SCHEDULE A LINE OUTAGE, IF AN OUTAGE IS AVAILABLE.

LEGEND

FUTURE	EXISTING	PROPOSED
Sanitary Sewer —<	Sanitary Sewer —<	Sanitary Sewer —<
Water —	Water —	Water —
Hyd. w\Valve — —>	Hyd. w\Valve — —>	Hyd. w\Valve — —>
Storm Sewer —<<	Storm Sewer —<<	Storm Sewer —<<
		Draintile —<<<

STORM SEWER CASTING SCHEDULE			
STRUCTURE			CASTING TYPE
NUMBER	TYPE	DIA.	
76	CBMH	48"	R-3067-V
77	CBMH	48"	R-3067-V
77A	CBMH	48"	R-3067-V
77B	CB	2'x3'	R-3067-V
78	STMH	48"	R-1642 B
79	CB	2'x3'	R-3067-V
81A	CBMH	48"	R-3067-V
82	CBMH	60"	R-3067-V
83	CBMH	48"	R-3067-V
87A	CB	2'x3'	R-3067-V
87	CBMH	60"	R-3067-V
88	CBMH	48"	R-3067-V
89	STMH	48"	R-1642 B
90A	CBMH	48"	R-3067-V
90	CB	2'x3'	R-3067-V
91	CBMH	60"	R-3067-V
137	CBMH	48"	R-3067-V
138	CB	2'x3'	R-3067-V
181	CBMH	48"	R-4342
182	CB	27"	R-4342
183	CBMH	48"	R-3067-V
184	CB	2'x3'	R-3067-V
185	CBMH	48"	R-4342
186	CBMH	48"	R-3067-V
187	CBMH	48"	R-3067-V
188	CB	2'x3'	R-3067-V
189	CBMH	48"	R-4342
190	CB	27"	R-4342
230	FES	33"	
231	STMH	72"	R-1642 B
SUMP 233	CBMH	60"	R-3508-A2
234	CBMH	48"	R-3067-V
235	CBMH	48"	R-3067-V
236	CB	2'x3'	R-3067-V
237	CBMH	48"	R-3067-V
238	CBMH	48"	R-3067-V
239	CBMH	48"	R-3067-V
240	CBMH	48"	R-3067-V
241	CBMH	48"	R-3067-V
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261	CB	27"	R-4342
262	STMH	48"	R-1642 B
263	CB	27"	R-4342
268	CBMH	48"	R-3067-V
269	CBMH	48"	R-3067-V
270	CB	2'x3'	R-3067-V
271	CBMH	48"	R-3067-V
272	CBMH	48"	R-3067-V
272A	CBMH	48"	R-3067-V
272B	CBMH	48"	R-3067-V
273	STMH	48"	R-1642 B
274	CB	2'x3'	R-3067-V
275	CB	2'x3'	R-3067-V
276	CBMH	48"	R-3067-V
277	CBMH	48"	R-3067-V
278	CB	27"	R-4342
285	FES	12"	
286	OCS	48"	SEE DETAIL
290	FES	36"	
291	OCS	72"	SEE DETAIL
300	FES	21"	
301	STMH	48"	R-4342
302	OCS	48"	SEE DETAIL
303	FES	21"	R-3067-V



Latest Revision Date: 09/03/14
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 Date: 06/25/14 Sheet: 2 OF 17

Westwood
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I hereby certify that this plan was prepared by me or under my direct supervision and that I am a duly licensed PROFESSIONAL ENGINEER under the laws of the State of Minnesota.
Ryan M. Bluhm
 Date: 09/03/14 License No. 41257

Revisions:

06/30/14	CITY COMMENTS
07/30/14	CITY COMMENTS
08/06/14	CITY COMMENTS
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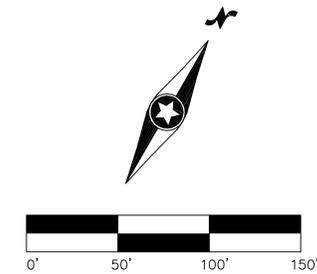
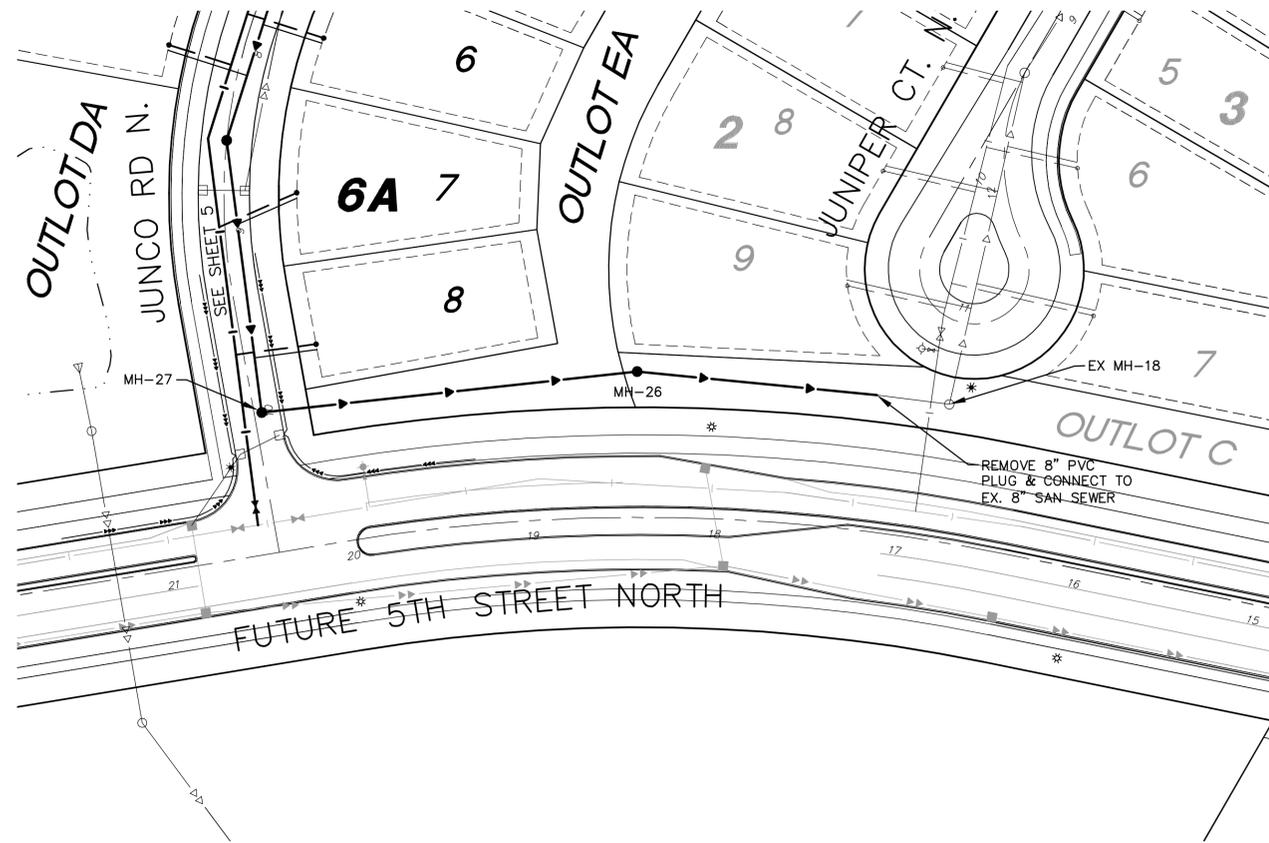
Designed:	CLJ
Checked:	RMB
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Prepared for:

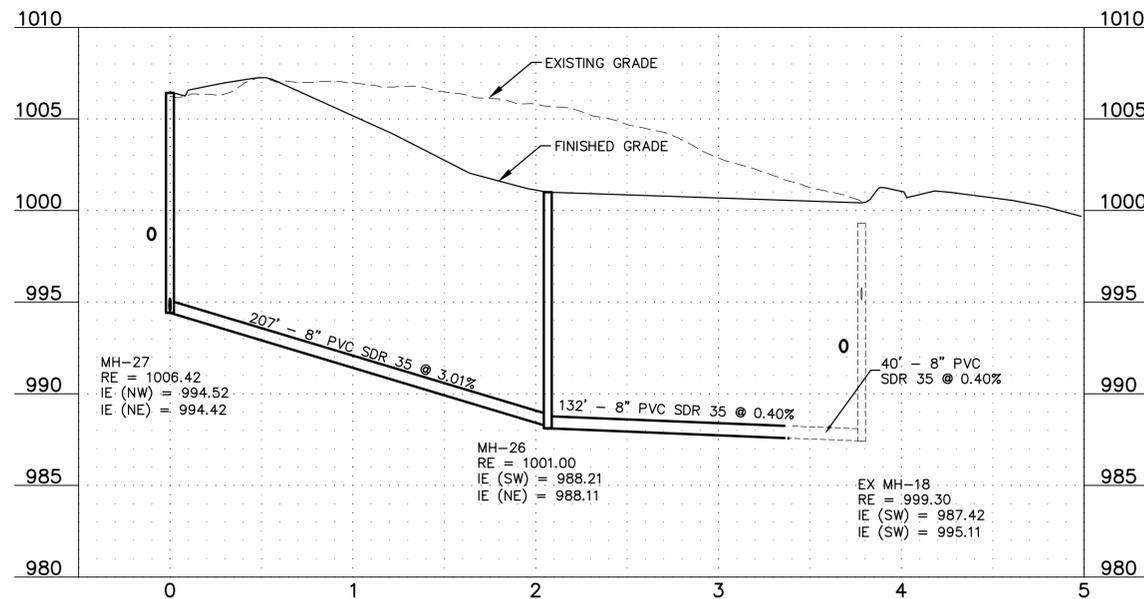
Lennar Corporation
 16305 36th Avenue North Suite 600
 Plymouth, Minnesota 55446

Savona 2nd Addition
 Lake Elmo, Minnesota

Overall Plan



Backyard



GENERAL NOTES:

- (XXX.X) DENOTES SANITARY SEWER SERVICE INVERT @ END OF STUB.
- (WYE=X+XX) DENOTES SANITARY SEWER SERVICE WYE LOCATED ON MAINLINE FROM DOWN STREAM M.H.

SANITARY SEWER NOTES:

- ALL SANITARY SEWER AND ACCESSORIES MUST BE CONSTRUCTED IN ACCORDANCE WITH THE CITY OF LAKE ELMO STANDARD SPECIFICATIONS AND DETAILS.
- ALL SANITARY SEWER PVC PIPE SHALL BE INSTALLED ACCORDING TO CITY STANDARD DRAWING 103 GRANULAR MATERIAL BEDDING METHOD (FOR PVC SANITARY SEWER PIPE).
- UNLESS NOTED OTHERWISE, ALL SMOOTH WALLED SANITARY SEWER PVC PIPE AND FITTINGS SHALL BE SDR 35 WITH ELASTOMERIC GASKETED JOINTS.
- ALL SANITARY SEWER SERVICES SHALL BE 4-INCH PVC, SCH. 40 OR SDR 26 PIPE.
- SMOOTH WALLED PVC PIPE AND FITTINGS SHALL CONFORM WITH THE REQUIREMENTS OF ASTM D-3034 FOR THE SIZE, STANDARD DIMENSION RATIO (SDR), AND STRENGTH REQUIREMENTS INDICATED ON THE PLANS, SPECIFICATIONS, AND SPECIAL PROVISIONS.
- REINFORCED CONCRETE PIPE AND FITTINGS SHALL CONFORM WITH THE REQUIREMENTS OF MnDOT SPEC 3236 (REINFORCED CONCRETE PIPE) FOR THE TYPE, SIZE, AND STRENGTH CLASS SPECIFIED HEREIN.
- JOINTS OF MANHOLE RISER SECTIONS SHALL BE TONGUE AND GROOVE WITH RUBBER "O" RING JOINTS PROVIDED ON ALL SANITARY SEWER MANHOLES.
- SANITARY SEWER INLET AND OUTLET PIPES SHALL BE JOINED TO THE MANHOLE WITH A GASKETED, FLEXIBLE, WATER-TIGHT CONNECTION TO ALLOW DIFFERENTIAL SETTLEMENT OF THE PIPE AND MANHOLE TO TAKE PLACE.
- A 1'-0" TO 1'-4" MANHOLE SECTION SHALL BE INSTALLED UNDER THE CONE SECTION TO ALLOW FOR HEIGHT ADJUSTMENT WHENEVER POSSIBLE.
- ALL SERVICE LINE STUBS MUST HAVE A 2" X 2" HARDWOOD MARKER WITH METAL SPIKE RUNNING FROM THE END OF THE PIPE TO FINISHED GRADE ELEVATION.
- UPON MAKING A CONNECTION TO AN EXISTING SANITARY SEWER STUB OR MANHOLE, DIRT AND DEBRIS SHALL BE PREVENTED FROM ENTERING THE EXISTING SEWER BY IMMEDIATELY INSTALLING WATER-TIGHT PLUGS AS NEEDED IN THE EXISTING MANHOLE.

WATER MAIN NOTES:

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- ALL FITTINGS SHALL COMPLY WITH CEAM SPEC. 2611.2.A.1. ALL FITTINGS SHALL BE DUCTILE IRON PIPE WITH POLYETHYLENE ENCASEMENT. ALL CONNECTIONS SHALL BE INSTALLED UTILIZING COR-BLUE NUTS AND BOLTS.
- USE GATE VALVES FOR ALL APPLICATIONS UP THROUGH 12 INCHES.
- GATE VALVES SHALL BE RESILIENT WEDGE AMERICAN FLOW CONTROL SERIES 2500 OR APPROVED EQUAL. GATE VALVES MUST COMPLY WITH CEAM SPEC 2611.2, C.2.
- USE BUTTERFLY VALVES FOR ALL APPLICATIONS GREATER THAN 12 INCHES.
- BUTTERFLY VALVES SHALL BE MUELLER LINESEAL III, OR APPROVED EQUAL. BUTTERFLY VALVES SHALL COMPLY WITH CEAM SPEC. 2611.2, C.3.
- BOLTS AND NUTS ON ALL VALVES AND HYDRANTS SHALL BE STAINLESS STEEL.
- ALL HYDRANTS SHALL BE INSTALLED 5.0 FEET BACK OF CURB.
- HYDRANTS SHALL BE WATEROUS "PACER," MODEL WB-67 OR APPROVED EQUAL, FITTED WITH FH 800 SERIES FLEX STAKE AND PAINTED RED.
- HYDRANTS SHALL HAVE TWO OUTLET NOZZLES FOR 2-1/2 (I.D.) HOSE CONNECTIONS AND ONE 4" STORZ NOZZLE.
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- THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING WATER TO HOMES AND BUSINESSES WHOSE WATER SUPPLY IS DISRUPTED DURING THE COURSE OF THE PROJECT.
- ALL WATER SERVICES SHALL BE 1.5" TYPE K COPPER UNLESS OTHERWISE NOTED.

Latest Revision Date: 09/03/14

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Date: 06/25/14 Sheet: 3 OF 17

Savona 2nd Addition

Lake Elmo, Minnesota

Sanitary Sewer and Water Main Construction Plan

Backyard



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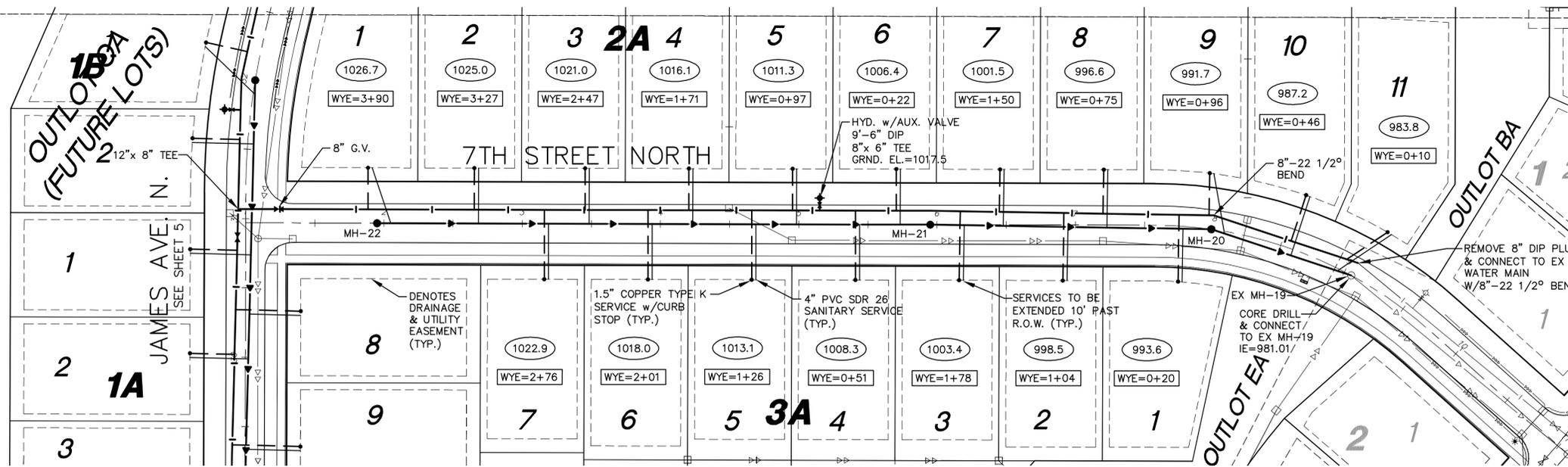
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Designed: CLJ
 Checked: RMB
 Drawn: HW
 Record Drawing by/date:

Prepared for:

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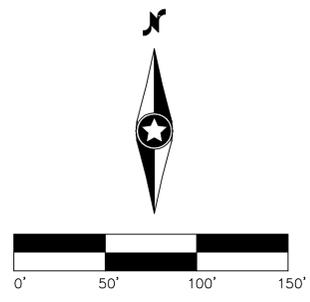
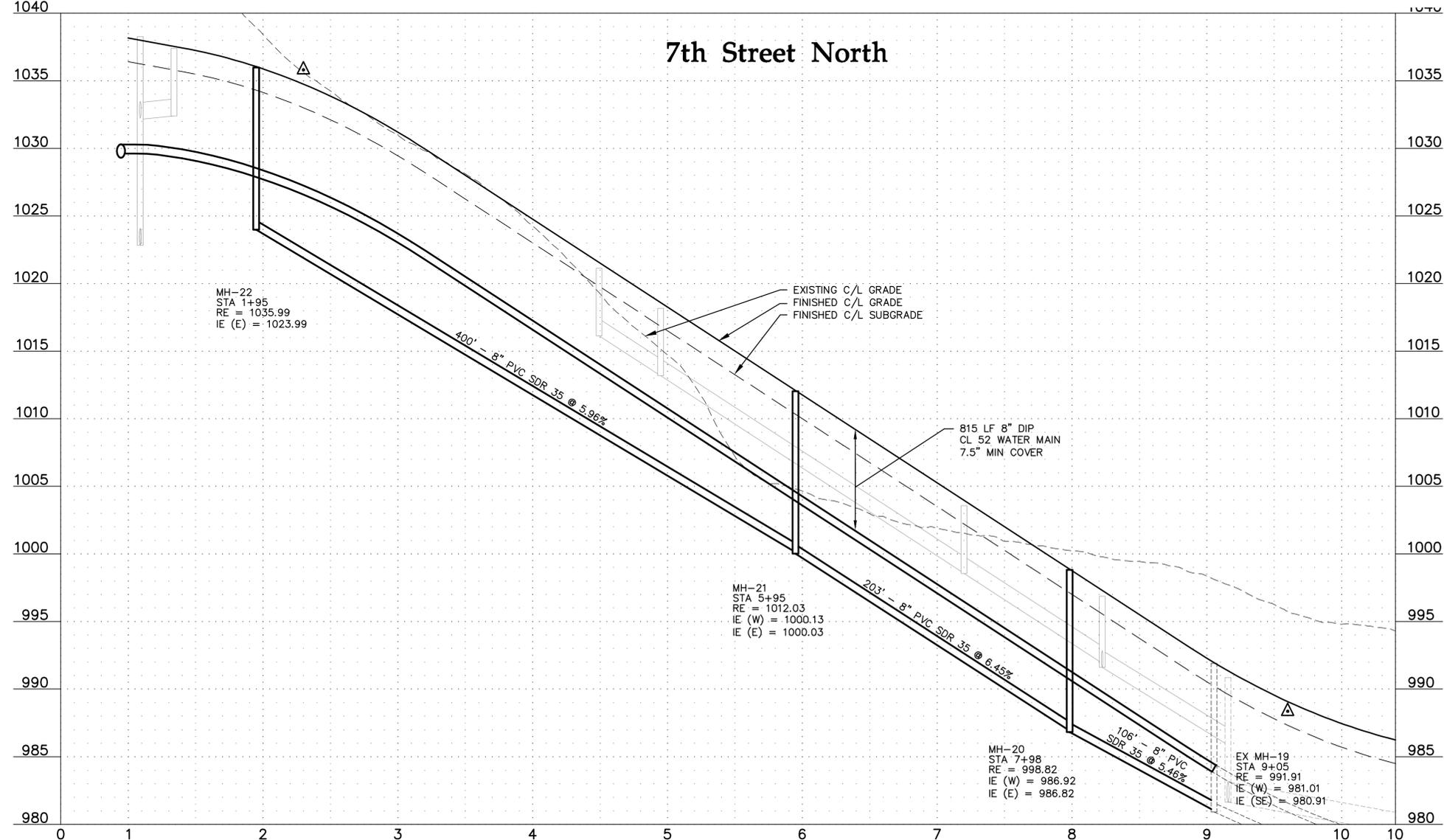
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Savona 2nd Addition

Lake Elmo, Minnesota

Sanitary Sewer and Water Main Construction Plan

7th Street North

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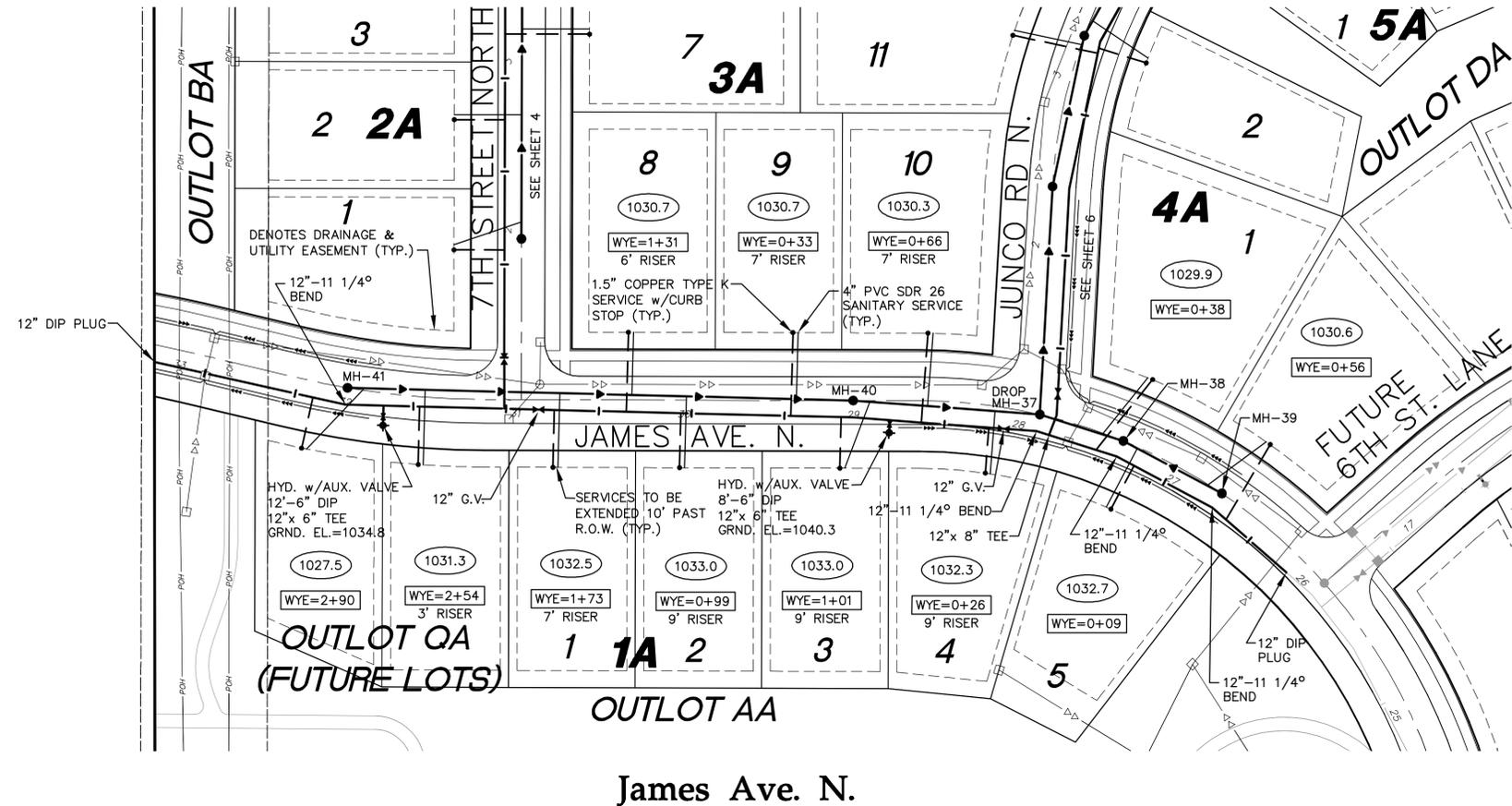
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Checked:	RMB
Drawn:	HW
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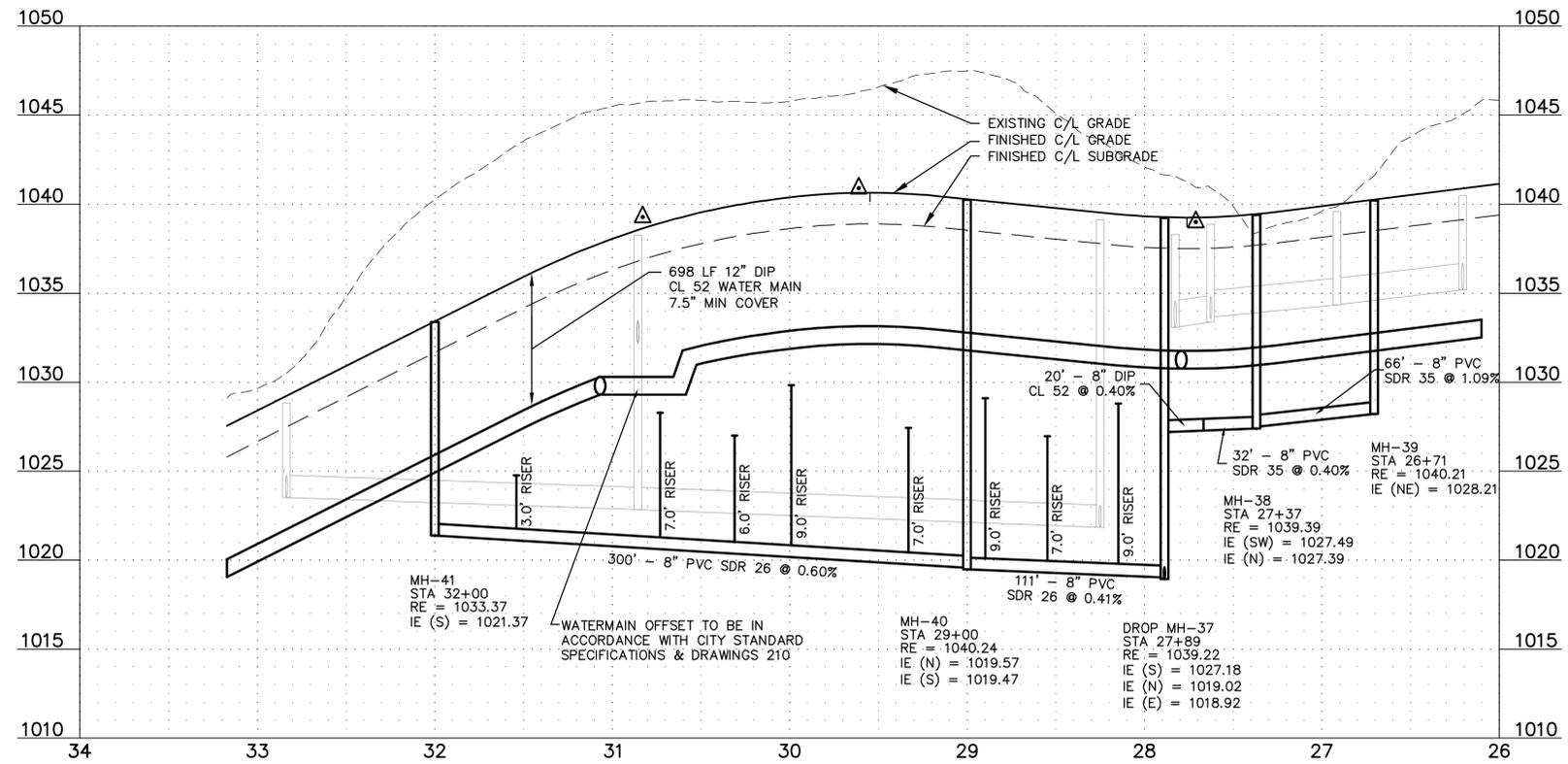
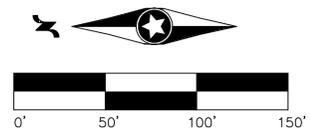


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14. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING WATER TO HOMES AND BUSINESSES WHOSE WATER SUPPLY IS DISRUPTED DURING THE COURSE OF THE PROJECT.
15. ALL WATER SERVICES SHALL BE 1.5" TYPE K COPPER UNLESS OTHERWISE NOTED.

Latest Revision Date: 09/03/14

Date: 06/25/14 Sheet: 5 OF 17

Savona 2nd Addition

Lake Elmo, Minnesota

Sanitary Sewer and Water Main Construction Plan

James Ave. N.

Westwood
 Westwood Professional Services, Inc.
 7690 Anagram Drive
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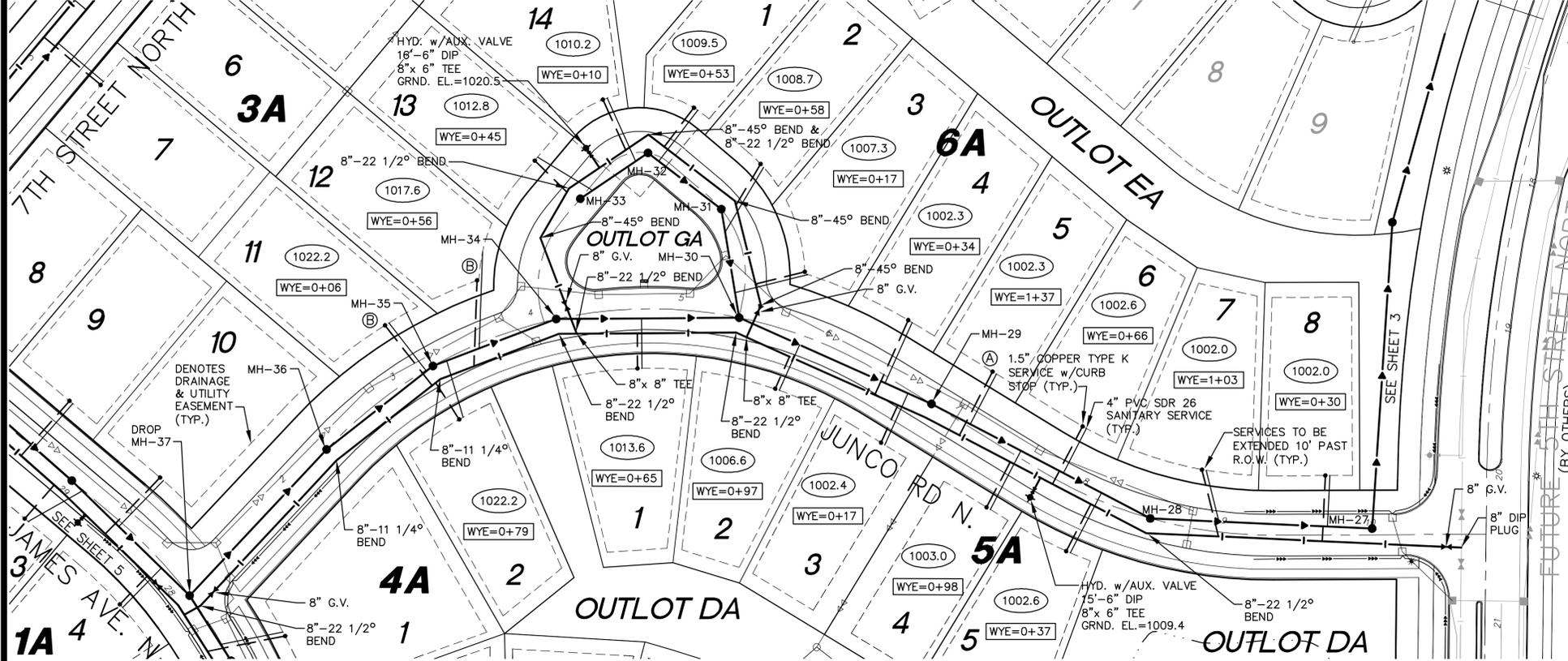
I hereby certify that this plan was prepared by me or under my direct supervision and that I am a duly licensed PROFESSIONAL ENGINEER under the laws of the State of Minnesota.
Ryan M. Bluhm
 Date: 09/03/14 License No. 41257

Revisions:

06/30/14 CITY COMMENTS	
07/30/14 CITY COMMENTS	
08/08/14 CITY COMMENTS	
09/03/14 CITY COMMENTS	

Designed:	CLJ
Checked:	RMB
Drawn:	HW
Record Drawing by/date:	

Prepared for:
Lennar Corporation
 16305 36th Avenue North Suite 600
 Plymouth, Minnesota 55446



WATER MAIN NOTES:

1. ALL WATERMAIN AND ACCESSORIES MUST BE CONSTRUCTED IN ACCORDANCE WITH THE CITY OF LAKE ELMO STANDARD SPECIFICATIONS AND DETAILS.
2. MANIPULATION OF EXISTING VALVES SHALL BE PERFORMED ONLY BY CITY PERSONNEL.
3. WATERMAIN SHALL BE DUCTILE IRON PIPE, CLASS-52.
4. ALL FITTINGS SHALL COMPLY WITH CEAM SPEC. 2611.2.A.1. ALL FITTINGS SHALL BE DUCTILE IRON PIPE WITH POLYETHYLENE ENCASEMENT. ALL CONNECTIONS SHALL BE INSTALLED UTILIZING COR-BLUE NUTS AND BOLTS.
5. USE GATE VALVES FOR ALL APPLICATIONS UP THROUGH 12 INCHES.
6. GATE VALVES SHALL BE RESILIENT WEDGE AMERICAN FLOW CONTROL SERIES 2500 OR APPROVED EQUAL. GATE VALVES MUST COMPLY WITH CEAM SPEC 2611.2, C.2.
7. USE BUTTERFLY VALVES FOR ALL APPLICATIONS GREATER THAN 12 INCHES.
8. BUTTERFLY VALVES SHALL BE MUELLER LINESAL III, OR APPROVED EQUAL. BUTTERFLY VALVES SHALL COMPLY WITH CEAM SPEC. 2611.2, C.3.
9. BOLTS AND NUTS ON ALL VALVES AND HYDRANTS SHALL BE STAINLESS STEEL.
10. ALL HYDRANTS SHALL BE INSTALLED 5.0 FEET BACK OF CURB.
11. HYDRANTS SHALL BE WATEROUS "PACER," MODEL WB-67 OR APPROVED EQUAL, FITTED WITH FH 800 SERIES FLEX STAKE AND PAINTED RED.
12. HYDRANTS SHALL HAVE TWO OUTLET NOZZLES FOR 2-1/2 (I.D.) HOSE CONNECTIONS AND ONE 4" STORZ NOZZLE.
13. THE CURB STOP SERVICE ASSEMBLY SHALL HAVE A MINIMUM 1-FT ADJUSTMENT RANGE AND SHALL EXTEND 6 INCHES ABOVE FINISHED GRADE FULLY EXTENDED.
14. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING WATER TO HOMES AND BUSINESSES WHOSE WATER SUPPLY IS INTERRUPTED DURING THE COURSE OF THE PROJECT.
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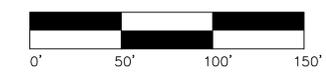
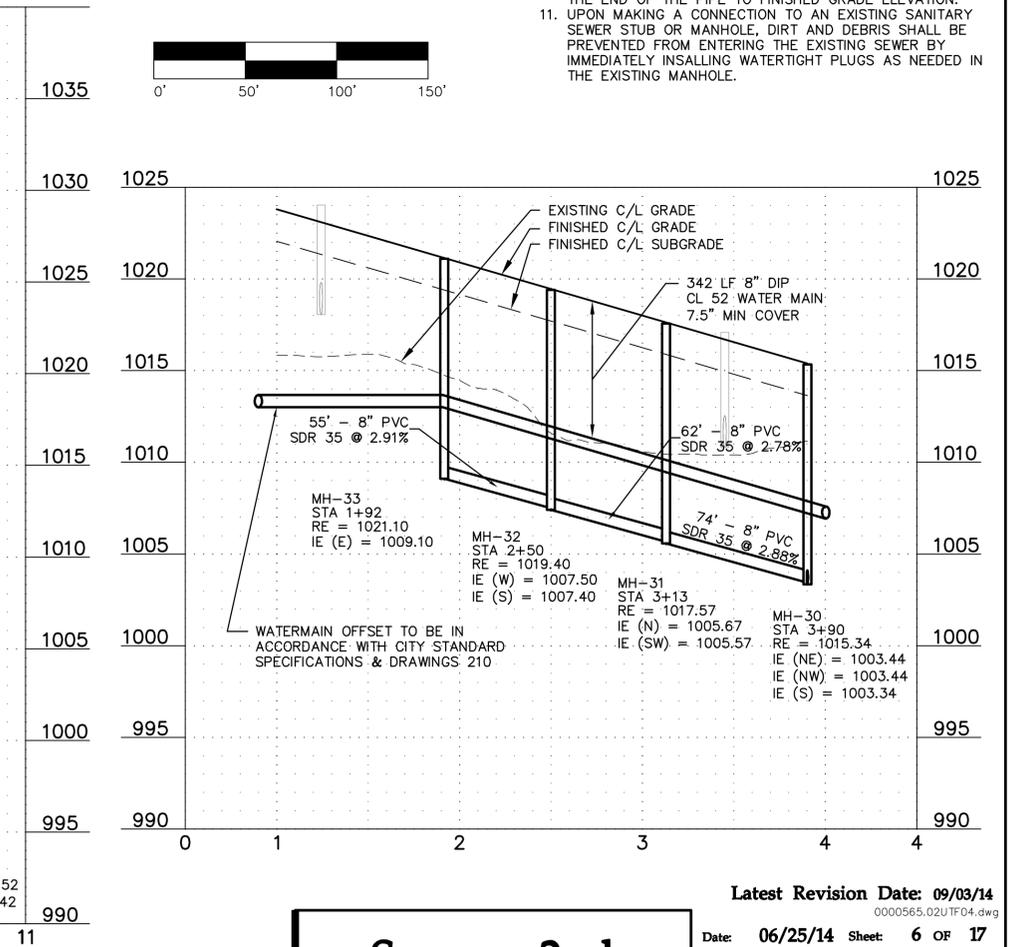
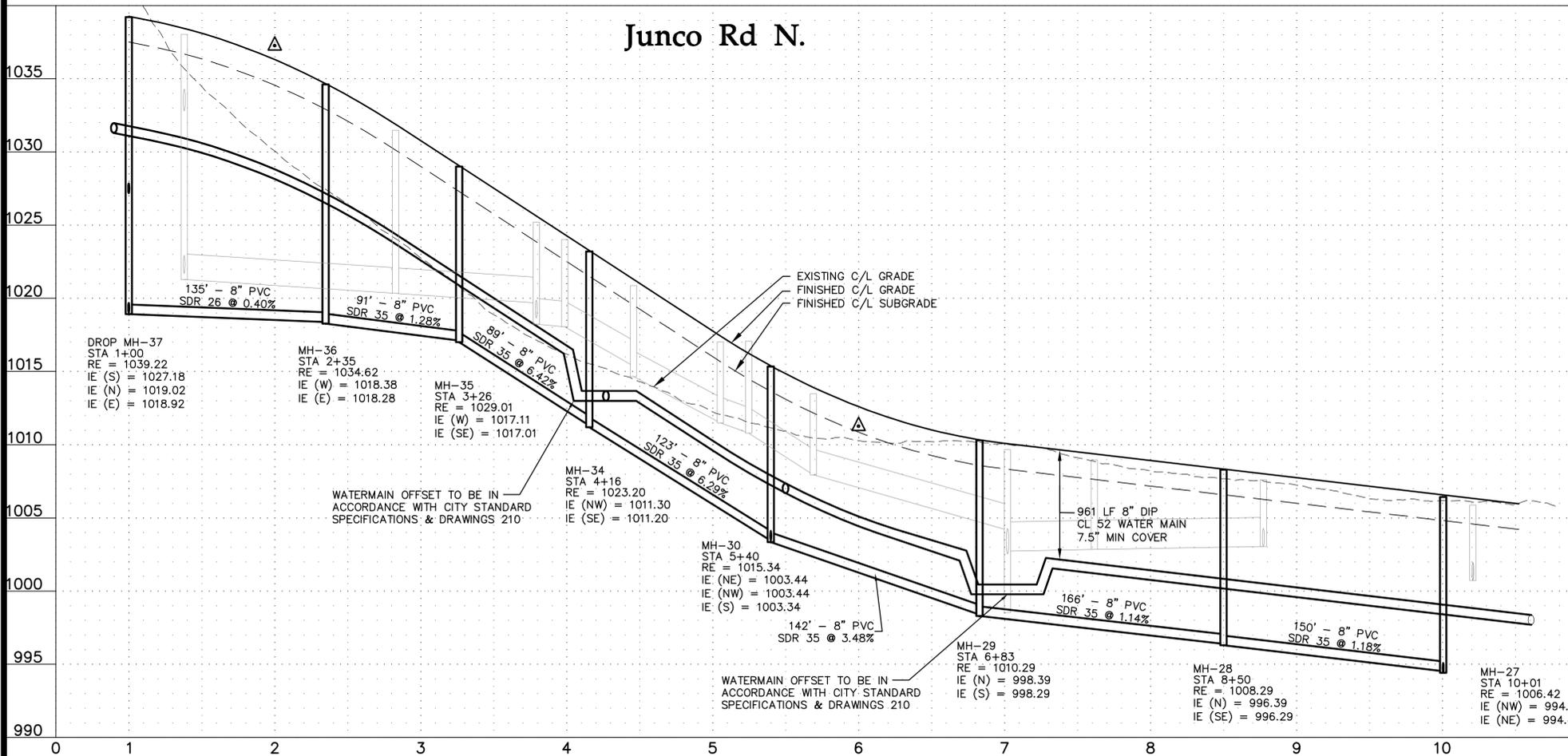
GENERAL NOTES:

- (XXX.X) DENOTES SANITARY SEWER SERVICE INVERT @ END OF STUB.
- (WYE=X+XX) DENOTES SANITARY SEWER SERVICE WYE LOCATED ON MAINLINE FROM DOWN STREAM M.H.

SANITARY SEWER NOTES:

1. ALL SANITARY SEWER AND ACCESSORIES MUST BE CONSTRUCTED IN ACCORDANCE WITH THE CITY OF LAKE ELMO STANDARD SPECIFICATIONS AND DETAILS.
2. ALL SANITARY SEWER PVC PIPE SHALL BE INSTALLED ACCORDING TO CITY STANDARD DRAWING 103 GRANULAR MATERIAL BEDDING METHOD (FOR PVC SANITARY SEWER PIPE).
3. UNLESS NOTED OTHERWISE, ALL SMOOTH WALLED SANITARY SEWER PVC PIPE AND FITTINGS SHALL BE SDR 35 WITH ELASTOMERIC GASKETED JOINTS.
4. ALL SANITARY SEWER SERVICES SHALL BE 4-INCH PVC, SCH. 40 OR SDR 26 PIPE.
5. SMOOTH WALLED PVC PIPE AND FITTINGS SHALL CONFORM WITH THE REQUIREMENTS OF ASTM D-3034 FOR THE SIZE, STANDARD DIMENSION RATIO (SDR), AND STRENGTH REQUIREMENTS INDICATED ON THE PLANS, SPECIFICATIONS, AND SPECIAL PROVISIONS.
6. REINFORCED CONCRETE PIPE AND FITTINGS SHALL CONFORM WITH THE REQUIREMENTS OF MNDOT SPEC 3236 (REINFORCED CONCRETE PIPE) FOR THE TYPE, SIZE, AND STRENGTH CLASS SPECIFIED HEREIN.
7. JOINTS OF MANHOLE RISER SECTIONS SHALL BE TONGUE AND GROOVE WITH RUBBER "O" RING JOINTS PROVIDED ON ALL SANITARY SEWER MANHOLES.
8. SANITARY SEWER INLET AND OUTLET PIPES SHALL BE JOINED TO THE MANHOLE WITH A GASKETED, FLEXIBLE, WATER TIGHT CONNECTION TO ALLOW DIFFERENTIAL SETTLEMENT OF THE POPE AND MANHOLE TO TAKE PLACE.
9. A 1'-0" TO 1'-4" MANHOLE SECTION SHALL BE INSTALLED UNDER THE CONE SECTION TO ALLOW FOR HEIGHT ADJUSTMENT WHENEVER POSSIBLE.
10. ALL SERVICE LINE STUBS MUST HAVE A 2" X 2" HARDWOOD MARKER WITH METAL SPIKE RUNNING FROM THE END OF THE PIPE TO FINISHED GRADE ELEVATION.
11. UPON MAKING A CONNECTION TO AN EXISTING SANITARY SEWER STUB OR MANHOLE, DIRT AND DEBRIS SHALL BE PREVENTED FROM ENTERING THE EXISTING SEWER BY IMMEDIATELY INSTALLING WATERTIGHT PLUGS AS NEEDED IN THE EXISTING MANHOLE.

- (A) INSTALL WATER SERVICE OVER SAN SEWER. MAINTAIN 18" SEPARATION (INSULATE).
- (B) INSTALL WATER SERVICE OVER STORM SEWER (INSULATE)



Latest Revision Date: 09/03/14

Date: 06/25/14 Sheet: 6 OF 17

Savona 2nd Addition

Lake Elmo, Minnesota

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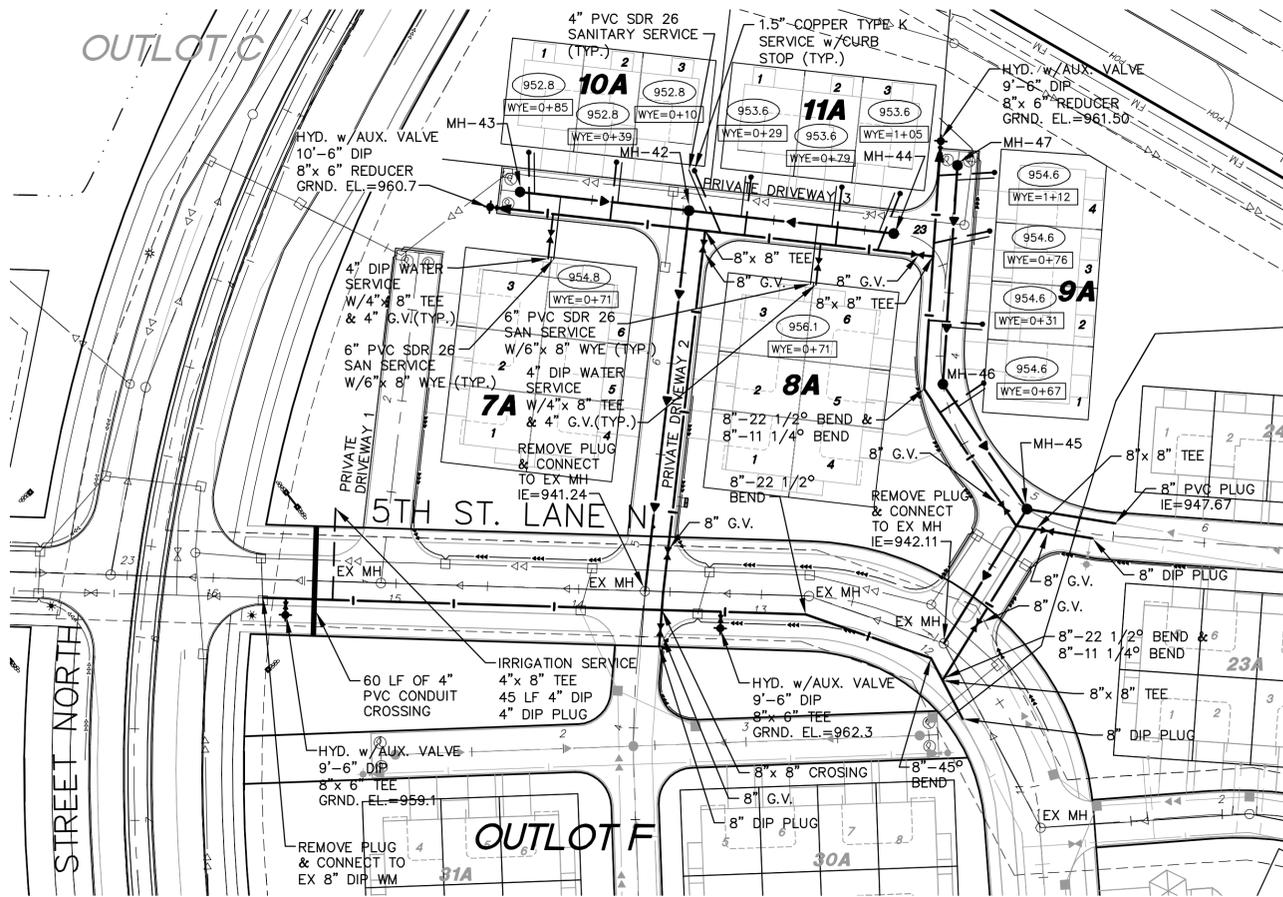
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 Date: 09/03/14 License No. 41257

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Designed:	CLJ
Checked:	RMB
Drawn:	HW
Record Drawing by/date:	

Prepared for:
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 16305 36th Avenue North Suite 600
 Plymouth, Minnesota 55446



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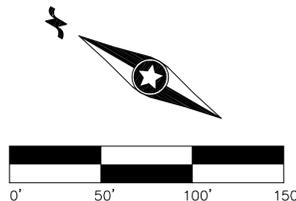
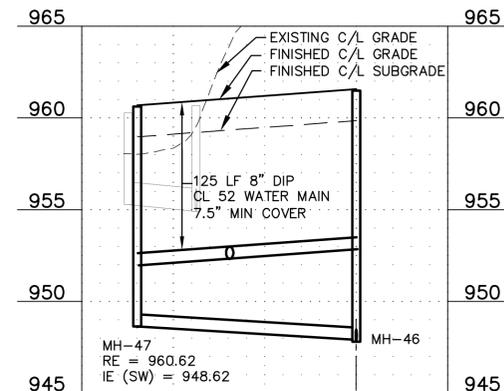
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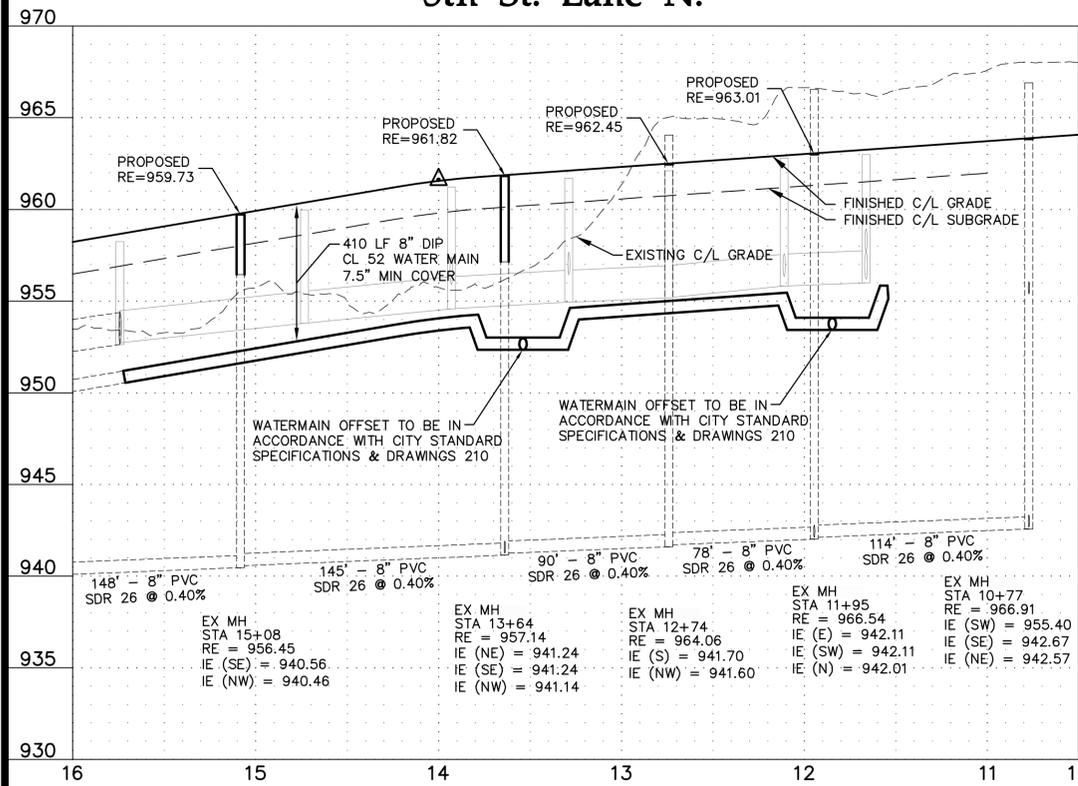
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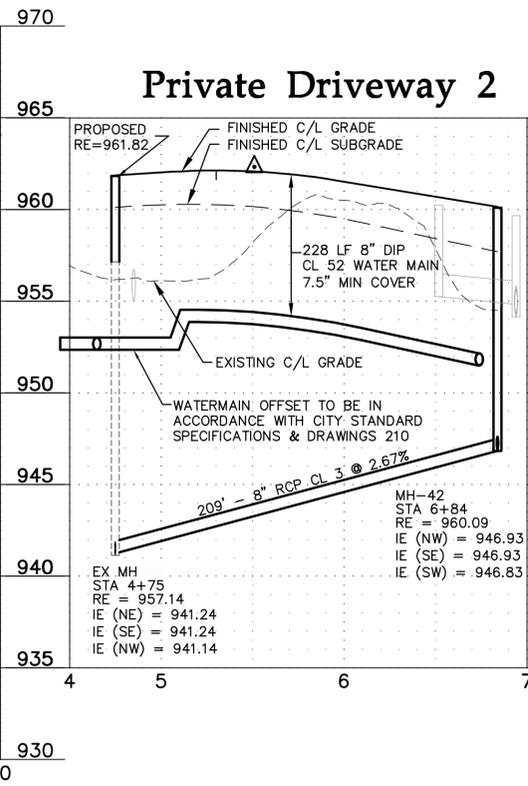
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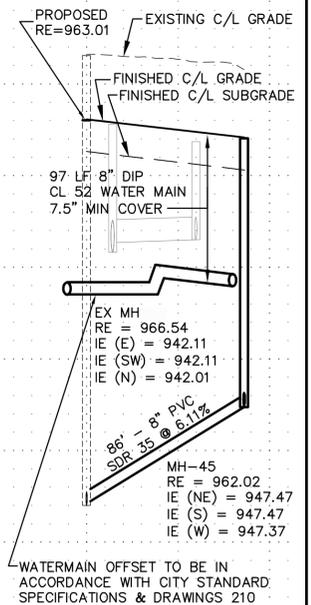
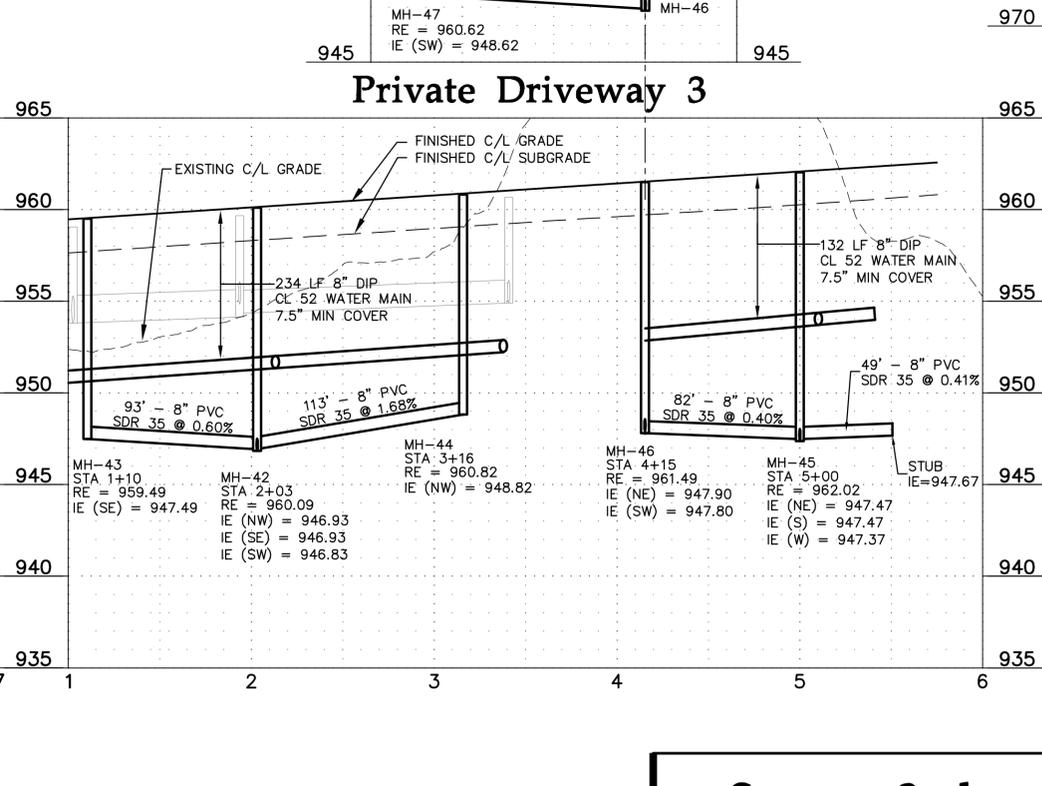
5th St. Lane N.



Private Driveway 2



Private Driveway 3



Latest Revision Date: 09/03/14

Date: 06/25/14 Sheet: 7 OF 17

Savona 2nd Addition

Lake Elmo, Minnesota

Sanitary Sewer and Water Main Construction Plan
5th St. Lane N. & Private Driveway

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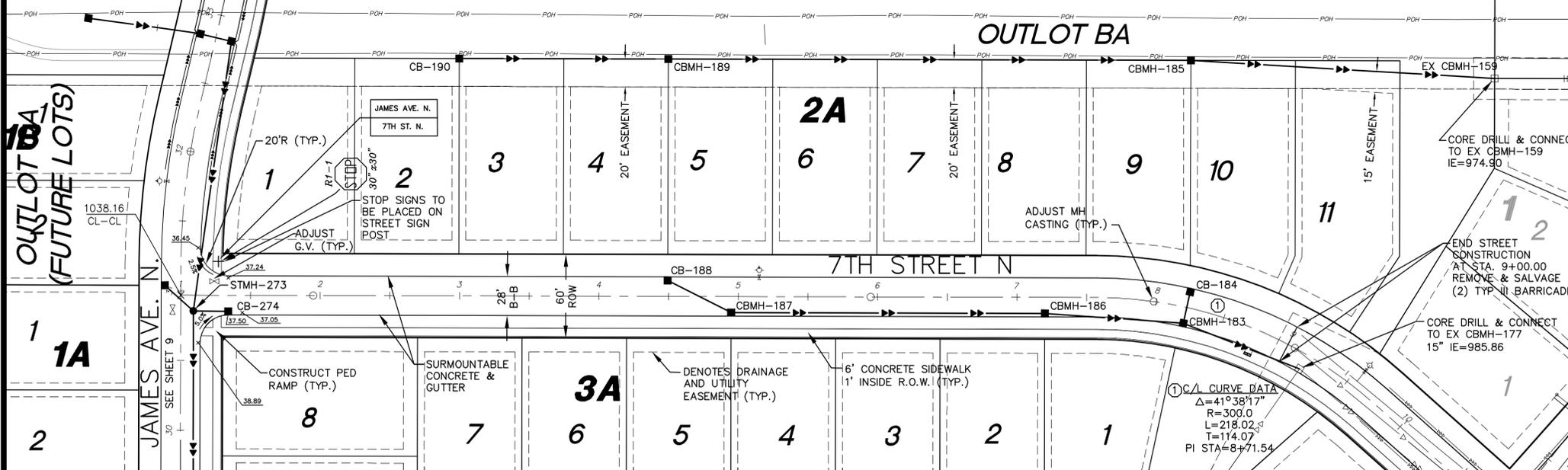
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Ryan M. Bluhm
Date: 09/03/14 License No. 41257

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09/03/14 CITY COMMENTS	

Designed:	CLJ
Checked:	RMB
Drawn:	HW
Record Drawing by/date:	

Prepared for:
Lennar Corporation
16305 36th Avenue North Suite 600
Plymouth, Minnesota 55446



STORM SEWER NOTES:

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5. JOINTS OF MANHOLE RISER SECTIONS SHALL BE TONGUE AND GROOVE WITH RUBBER "O" RING JOINTS PROVIDED ON ALL STORM SEWER MANHOLES.
6. RIP-RAP SHALL BE HAND-PLACED OVER GEOTEXTILE FABRIC AND CONFORM TO MNDOT SPEC. 3601, CLASS III, OR AS SPECIFIED HEREIN.
7. THE GEOTEXTILE FABRIC USED UNDER RIP-RAP SHALL EXTEND 3 FT UNDER THE APRON.
8. FURNISH AND INSTALL TRASH GUARDS ON ALL FLARED END SECTIONS.
9. ALL SILT SHALL BE CLEANED OUT FROM THE RIP-RAP AT THE END OF THE PROJECT.

GENERAL NOTES:

- RADIUS TO BE B618 C. & G. WITH 10' TRANSITION FROM SURMOUNTABLE CURB
- DENOTES GUTTERLINE ELEVATION AT INTERSECTIONS

CASTING NOTE:

ALL CATCH BASIN CASTINGS IN CURB SHALL BE SUMPED 0.10 FEET AND MANHOLE CASTINGS IN PAVED AREAS SHALL BE SUMPED 0.05 FEET. RIM ELEVATIONS ON PLAN PROFILES REFLECT THE SUMPED ELEVATIONS.

* CONDUIT CROSSINGS TO BE PERPENDICULAR TO STREET & PLACED BELOW THE STREET SUBGRADE.

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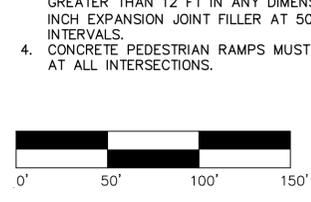
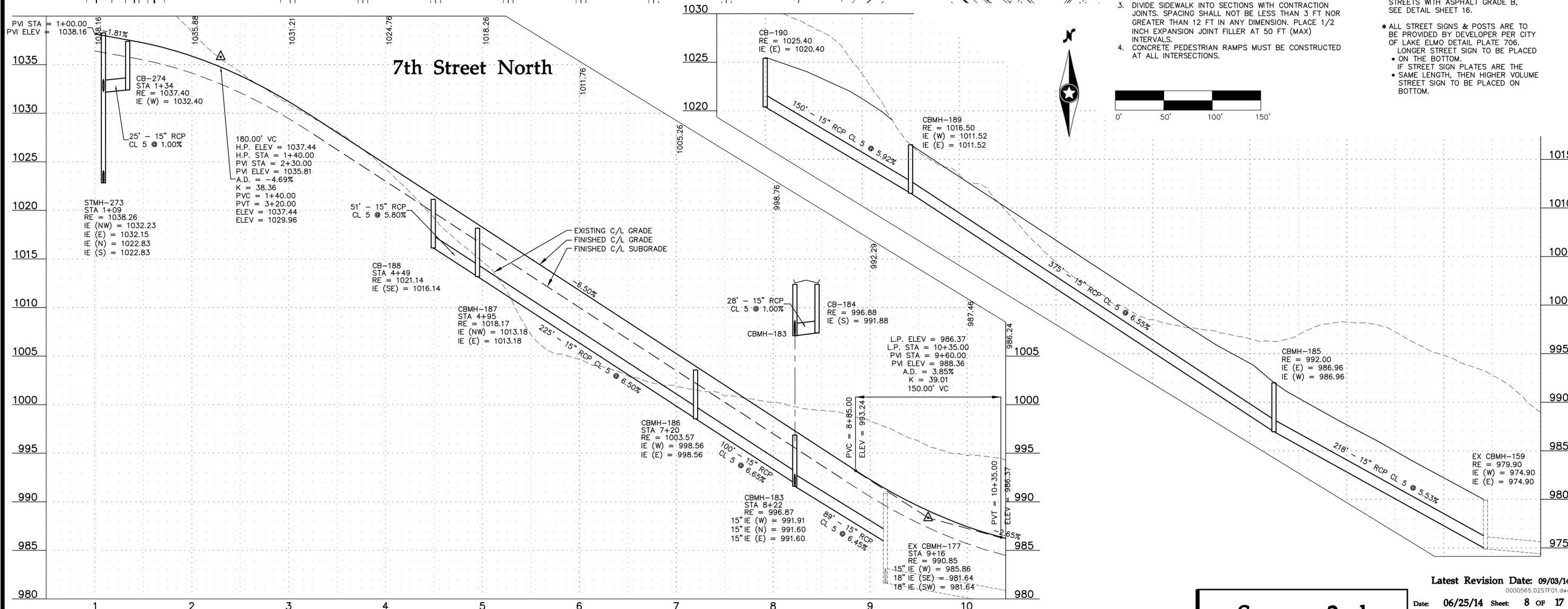
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* SAW AND SEAL OF BITUMINOUS PAVEMENT (40 FOOT INTERVALS) REQUIRED ON ALL RESIDENTIAL STREETS WITH ASPHALT GRADE B, SEE DETAIL SHEET 16.

* ALL STREET SIGNS & POSTS ARE TO BE PROVIDED BY DEVELOPER PER CITY OF LAKE ELMO DETAIL PLATE 706. LONGER STREET SIGN TO BE PLACED ON THE BOTTOM. IF STREET SIGN PLATES ARE THE SAME LENGTH, THEN HIGHER VOLUME STREET SIGN TO BE PLACED ON BOTTOM.

SIDEWALK AND TRAIL NOTES:

1. BITUMINOUS TRAILS AND SIDEWALKS MUST BE CONSTRUCTED TO MAINTAIN POSITIVE DRAINAGE AWAY FROM THE PATHWAYS THROUGHOUT THE ENTIRE LENGTH.
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3. DIVIDE SIDEWALK INTO SECTIONS WITH CONTRACTION JOINTS. SPACING SHALL NOT BE LESS THAN 3 FT NOR GREATER THAN 12 FT IN ANY DIMENSION. PLACE 1/2 INCH EXPANSION JOINT FILLER AT 50 FT (MAX) INTERVALS.
4. CONCRETE PEDESTRIAN RAMPS MUST BE CONSTRUCTED AT ALL INTERSECTIONS.



Latest Revision Date: 09/03/14
 0000565.02STF01.dwg

Date: 06/25/14 Sheet: 8 OF 17

Savona 2nd Addition
 Lake Elmo, Minnesota

Storm Sewer and Street Construction Plan
 7th Street North

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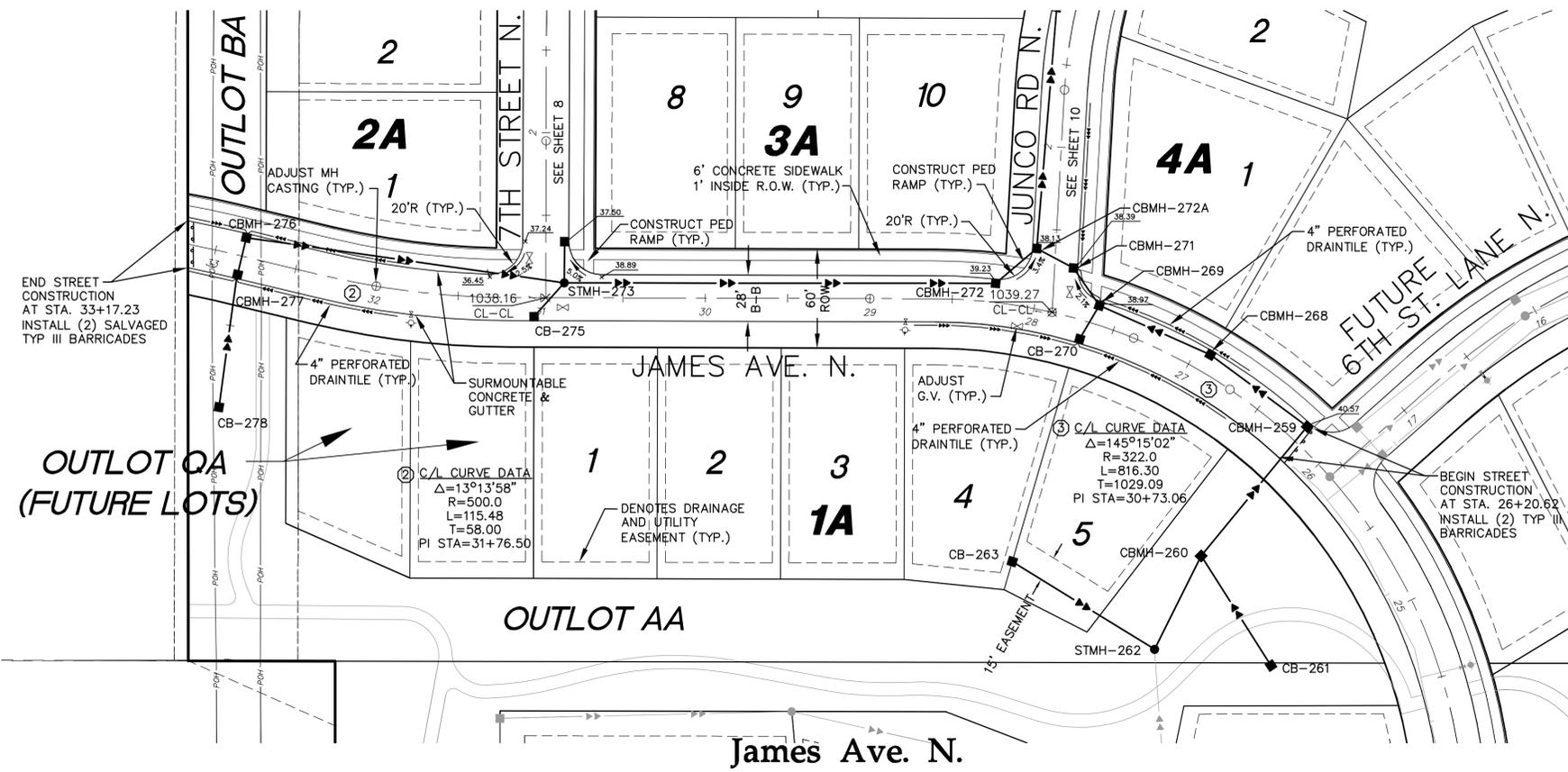
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Checked:	RMB
Drawn:	HW
Record Drawing by/date:	

Prepared for:
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GENERAL NOTES:

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CASTING NOTE:

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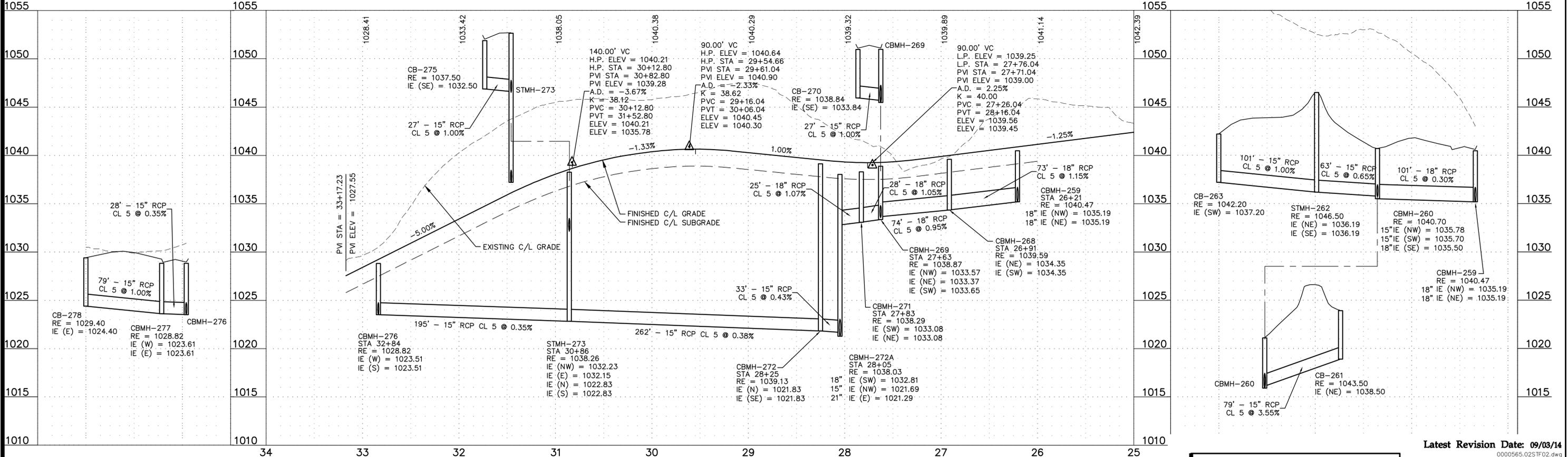
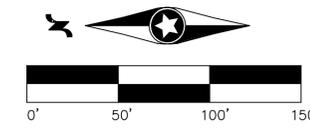
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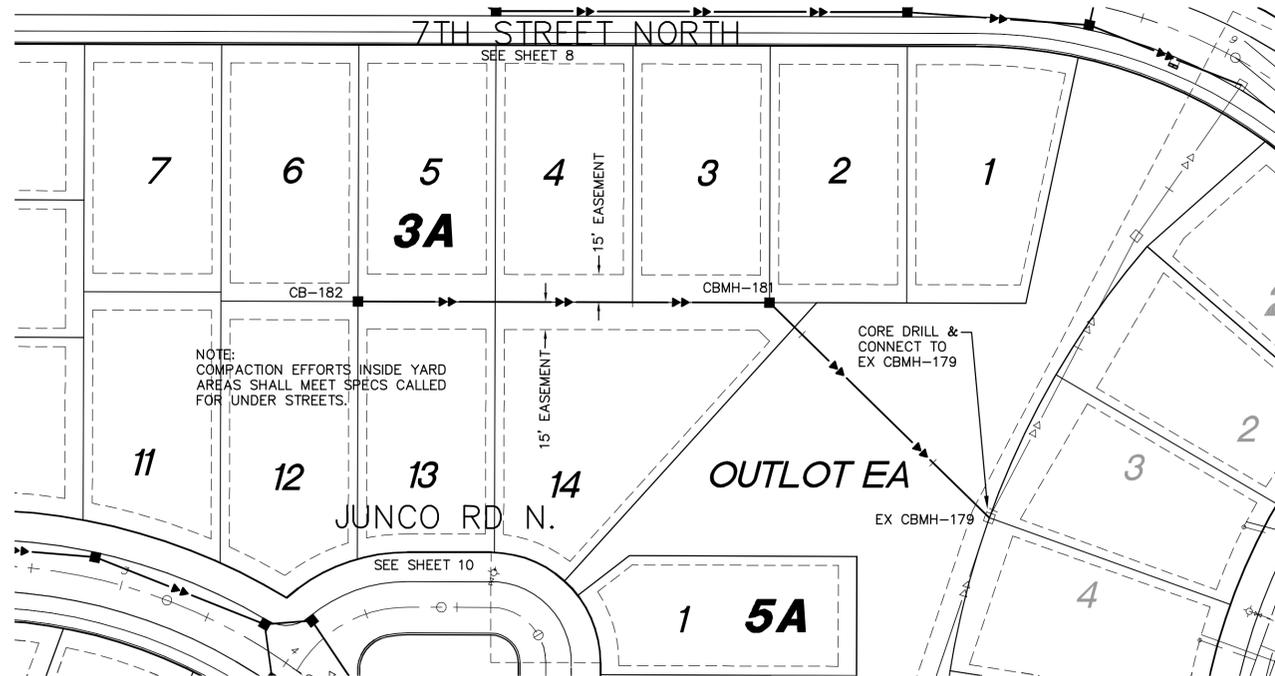
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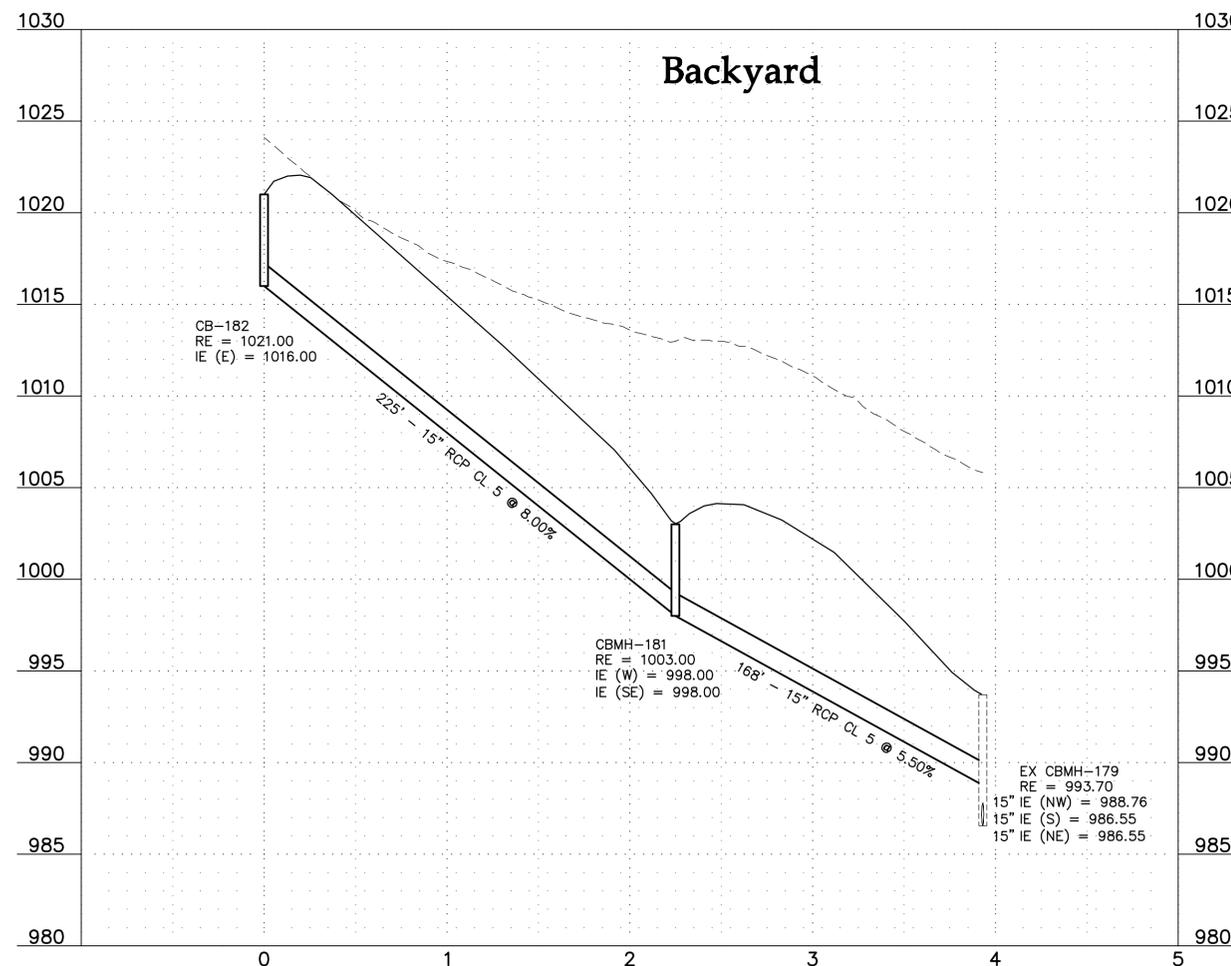
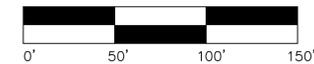
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- CONCRETE PEDESTRIAN RAMPS MUST BE CONSTRUCTED AT ALL INTERSECTIONS.

Latest Revision Date: 09/03/14

Date: 06/25/14 Sheet: 11 OF 17

Savona 2nd Addition

Lake Elmo, Minnesota

Storm Sewer and Street Construction Plan

Backyard



Westwood Professional Services, Inc.
 7690 Anagram Drive
 Eden Prairie, MN 55344
 PHONE 952-937-5150
 FAX 952-937-9822
 TOLL FREE 1-888-937-5150
 www.westwoodps.com

I hereby certify that this plan was prepared by me or under my direct supervision and that I am a duly licensed PROFESSIONAL ENGINEER under the laws of the State of Minnesota.

RMB
 Ryan M. Bluhm
 Date: 09/03/14 License No. 41257

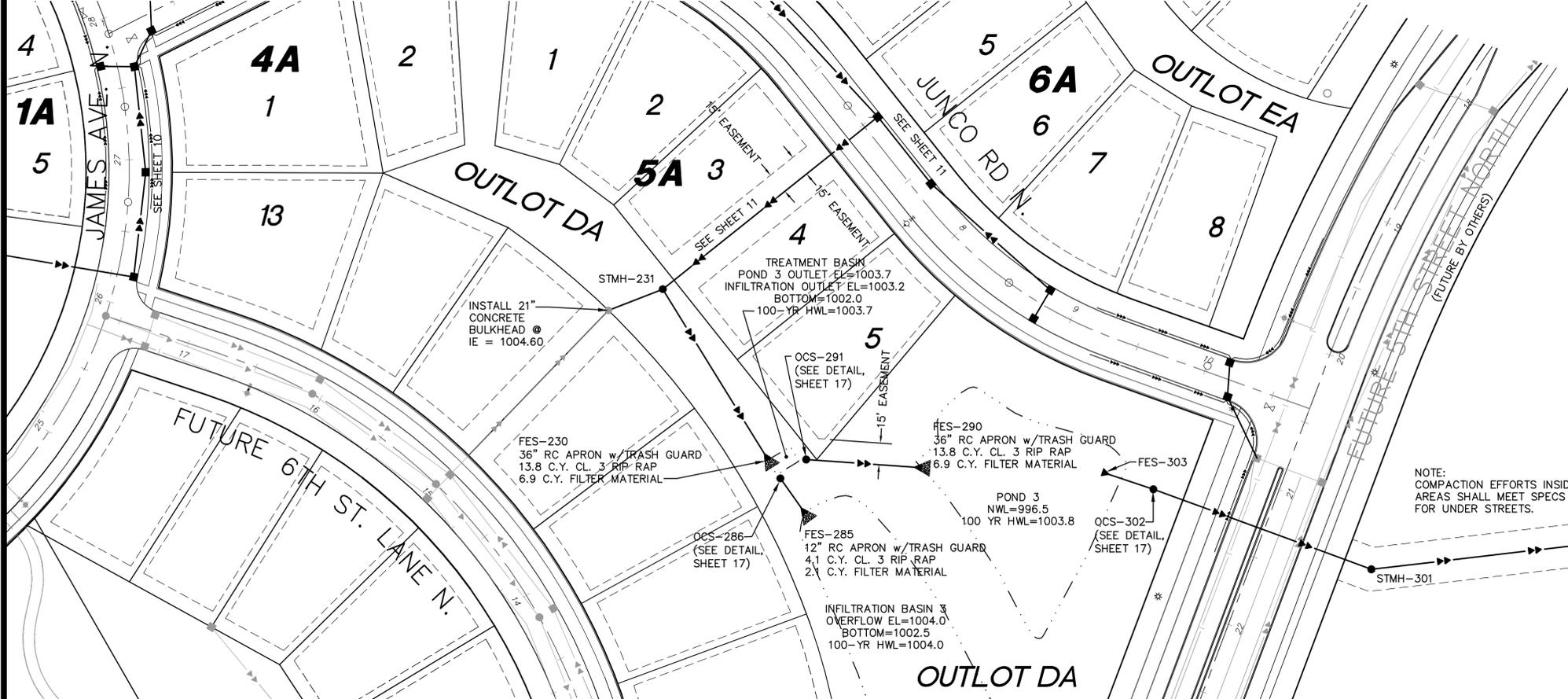
Revisions:

- 06/30/14 CITY COMMENTS
- 07/30/14 CITY COMMENTS
- 08/06/14 CITY COMMENTS
- 09/03/14 CITY COMMENTS

Designed: CLJ
 Checked: RMB
 Drawn: HW
 Record Drawing by/date:

Prepared for:

Lennar Corporation
 16305 36th Avenue North Suite 600
 Plymouth, Minnesota 55446



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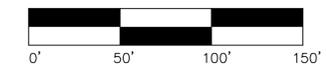
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- DENOTES GUTTERLINE ELEVATION AT INTERSECTIONS

CASTING NOTE:

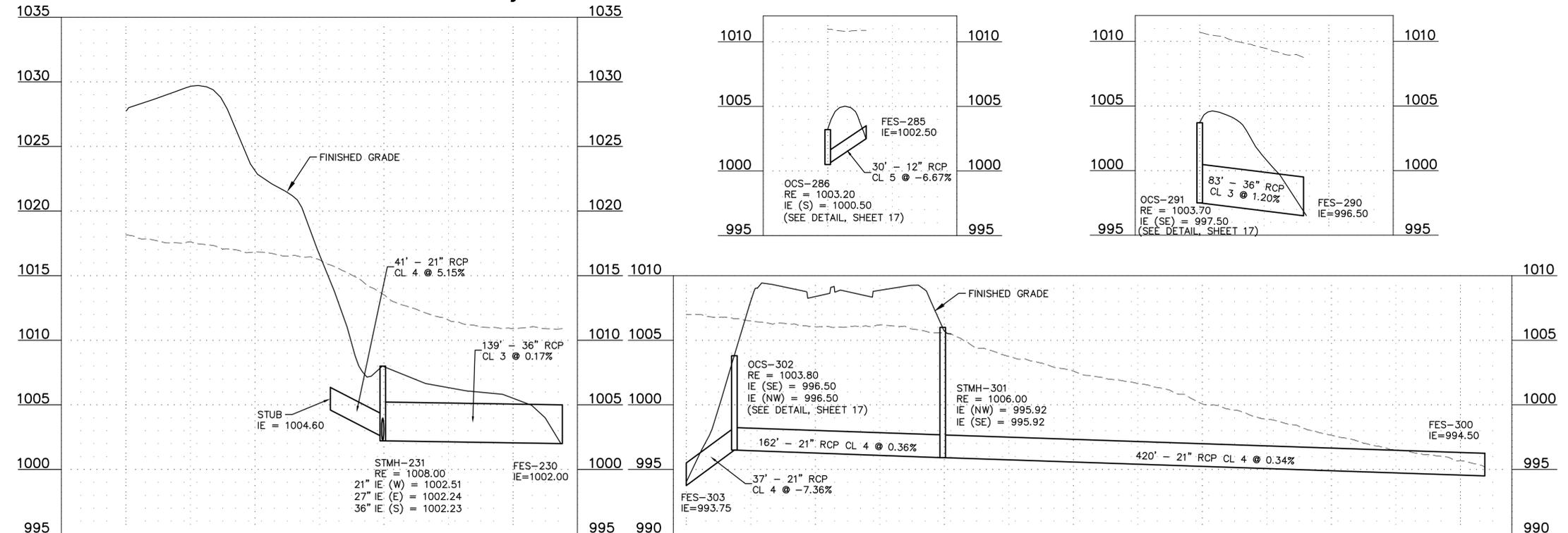
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NOTE: COMPACTION EFFORTS INSIDE YARD AREAS SHALL MEET SPECS CALLED FOR UNDER STREETS.



Backyard



Latest Revision Date: 09/03/14

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Date: 06/25/14 Sheet: 12 OF 17

Savona 2nd Addition

Lake Elmo, Minnesota

Storm Sewer and Street Construction Plan

Future 6th St Lane N. & Backyard

Westwood Professional Services, Inc.
7690 Anagram Drive
Eden Prairie, MN 55344
PHONE 952-937-5150
FAX 952-937-5822
TOLL FREE 1-888-937-5150
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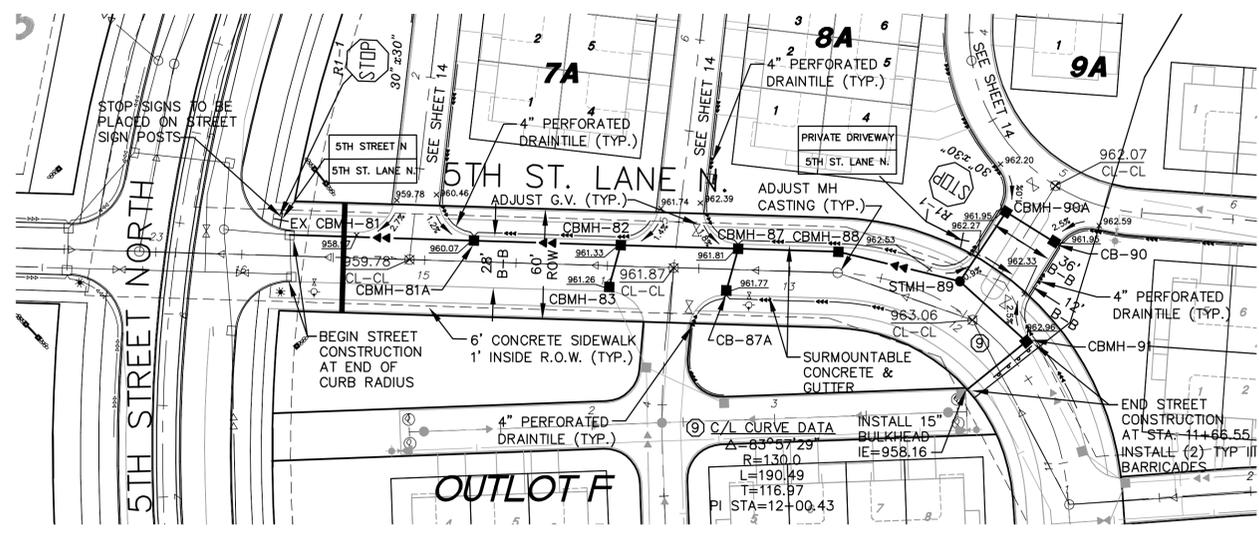
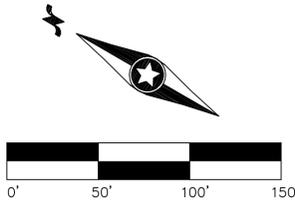
Revisions:

06/30/14 CITY COMMENTS	
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Designed:	CLJ
Checked:	RMB
Drawn:	HW
Record Drawing by/date:	

Prepared for:

Lennar Corporation
16305 36th Avenue North Suite 600
Plymouth, Minnesota 55446



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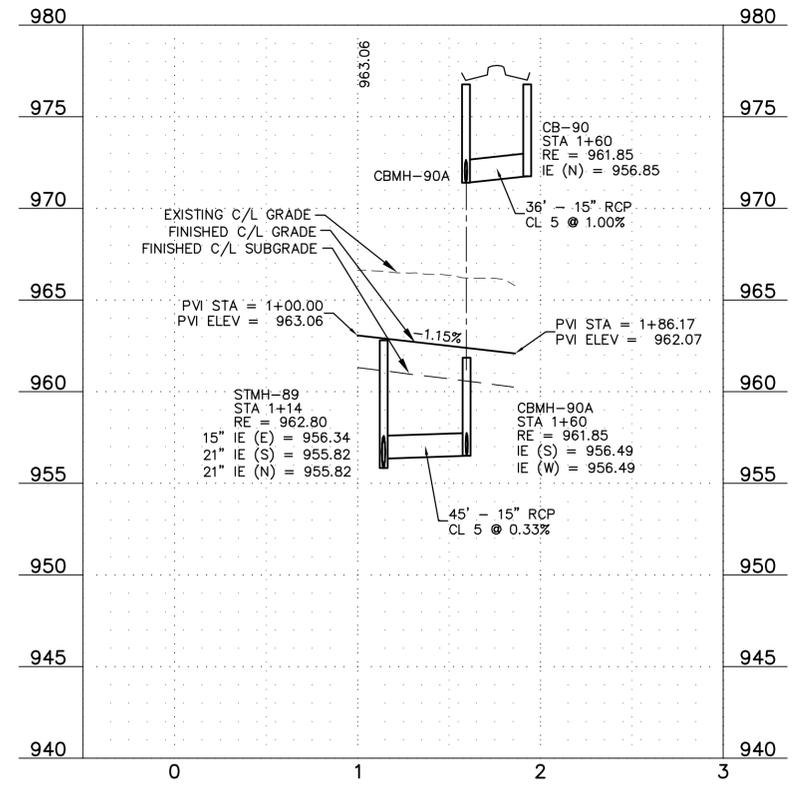
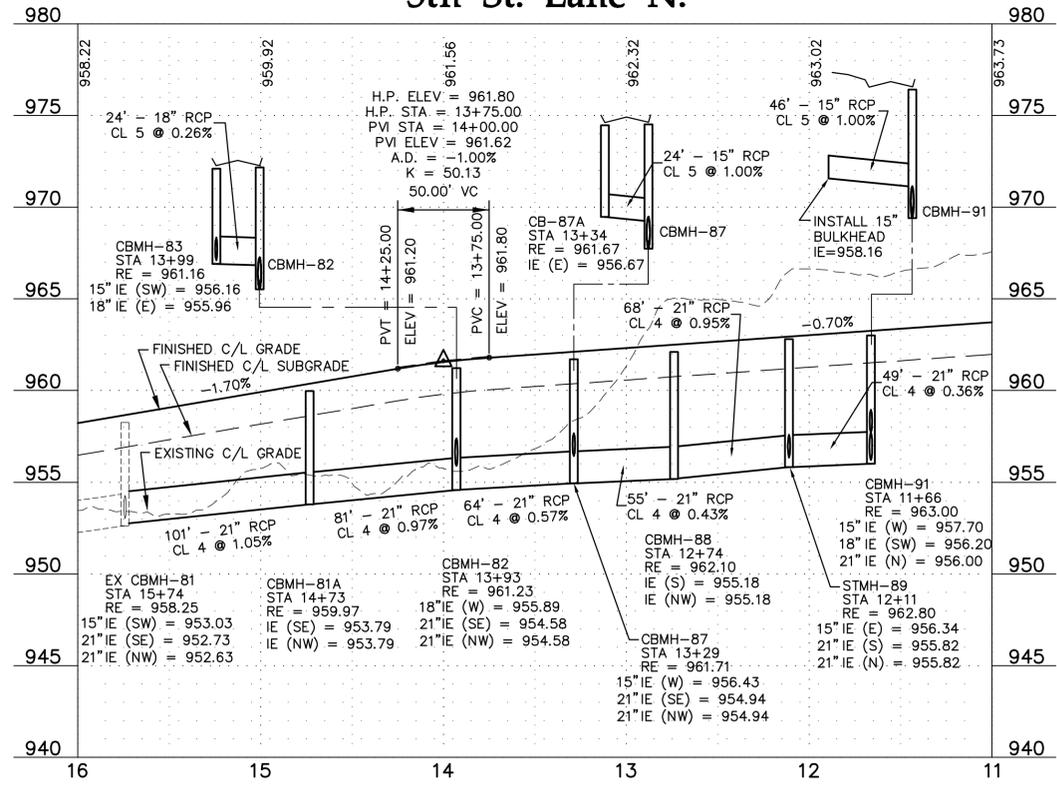
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5th St. Lane N.



Latest Revision Date: 09/03/14

Date: 06/25/14 Sheet: 13 OF 17

Savona 2nd Addition

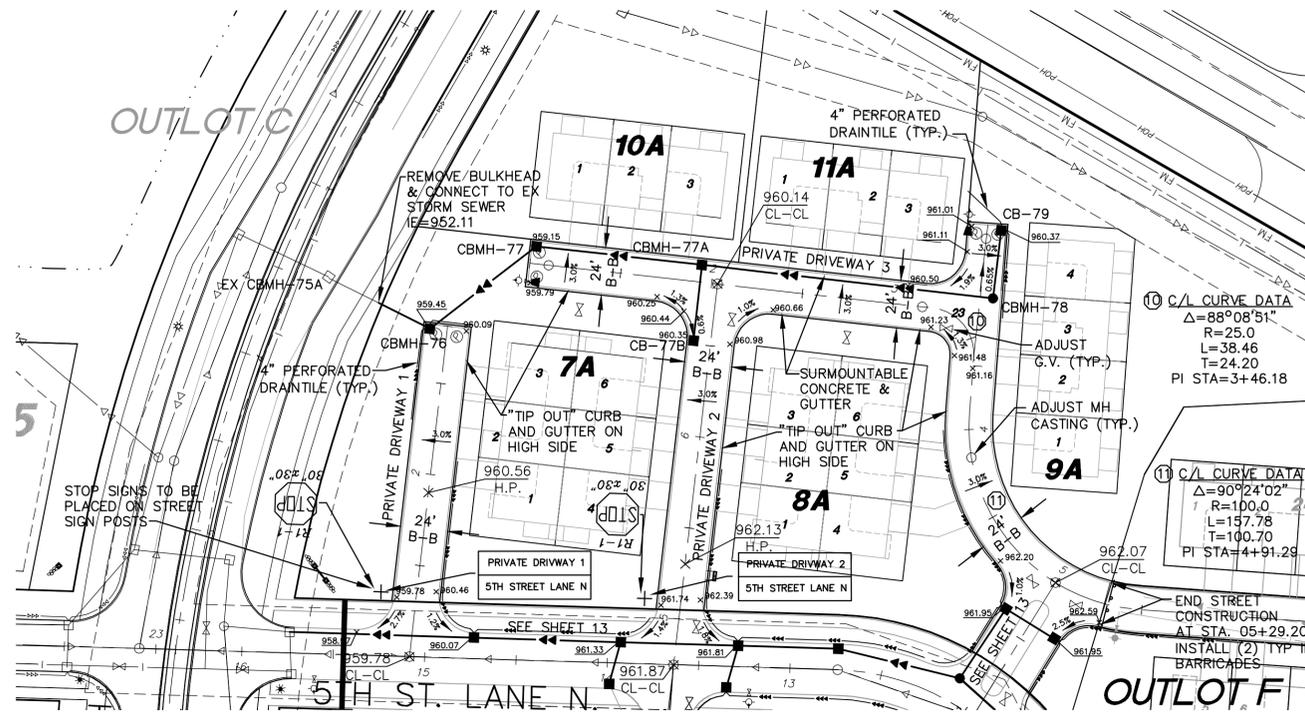
Lake Elmo, Minnesota

Storm Sewer and Street Construction Plan

5th St. Lane N.

Prepared for:

Lennar Corporation
 16305 36th Avenue North Suite 600
 Plymouth, Minnesota 55446



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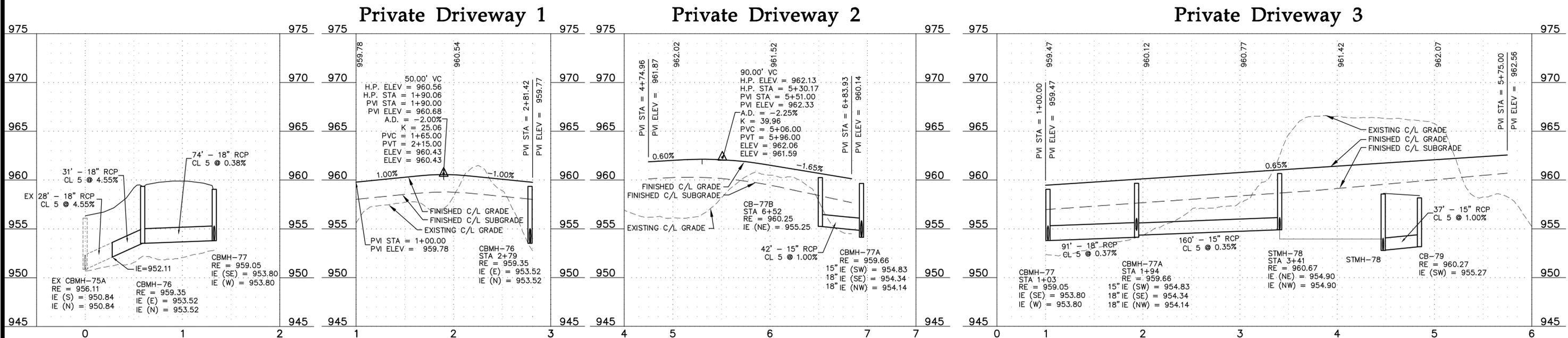
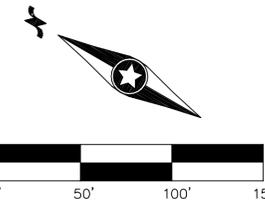
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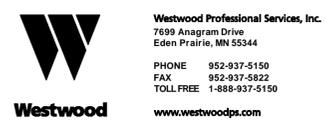
Latest Revision Date: 09/03/14
 0000565.025TF07.dwg

Date: 06/25/14 Sheet: 14 OF 17

Savona 2nd Addition
 Lake Elmo, Minnesota

Storm Sewer and Street Construction Plan

Private Driveway



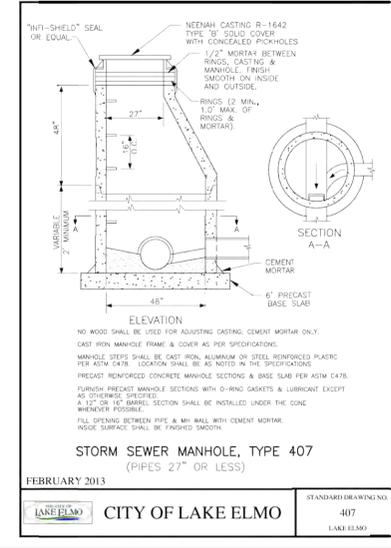
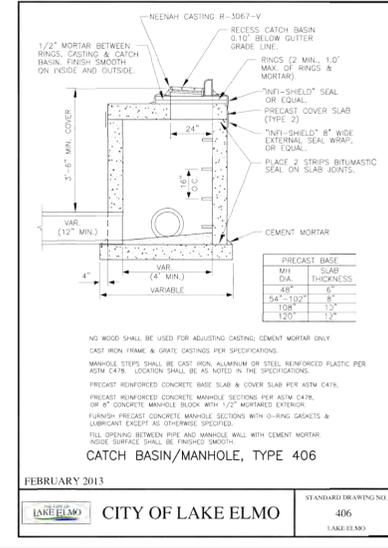
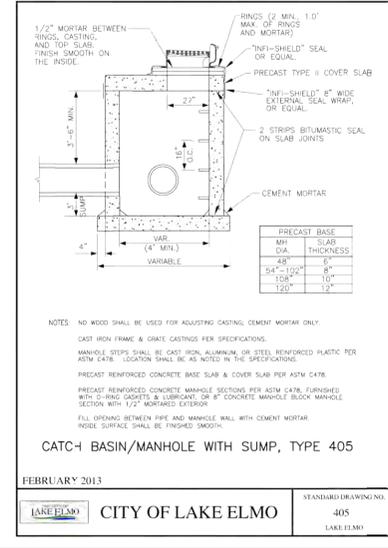
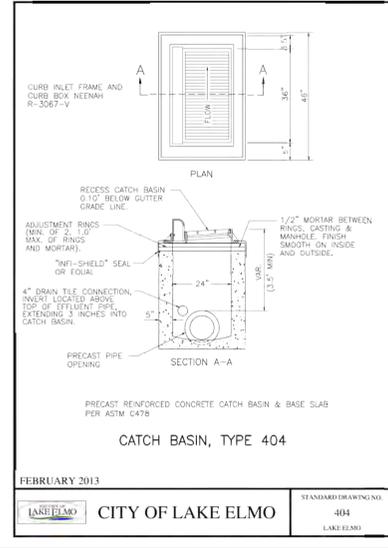
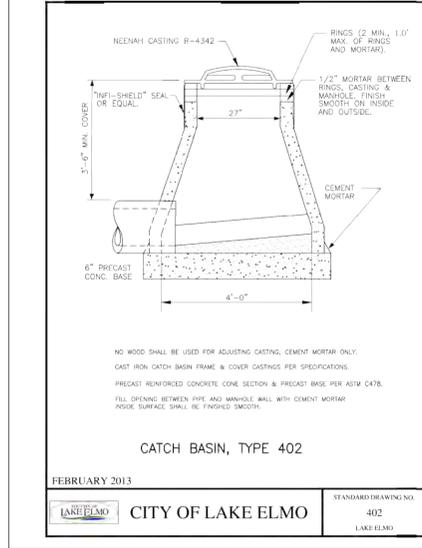
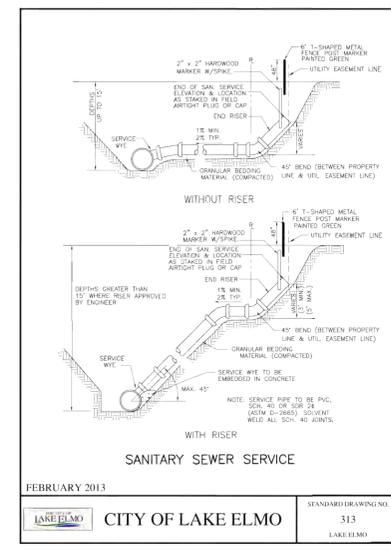
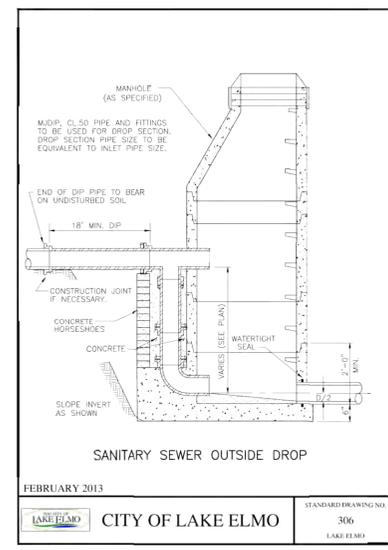
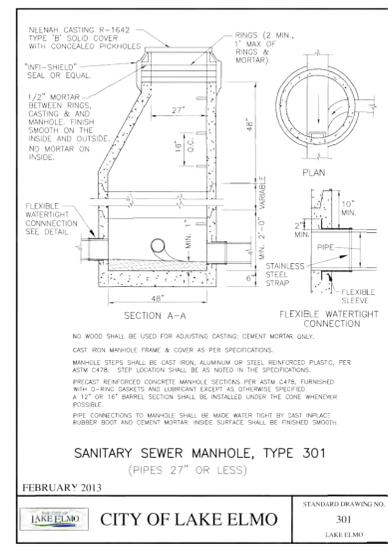
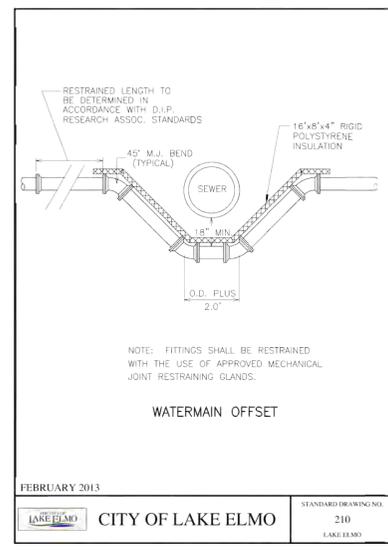
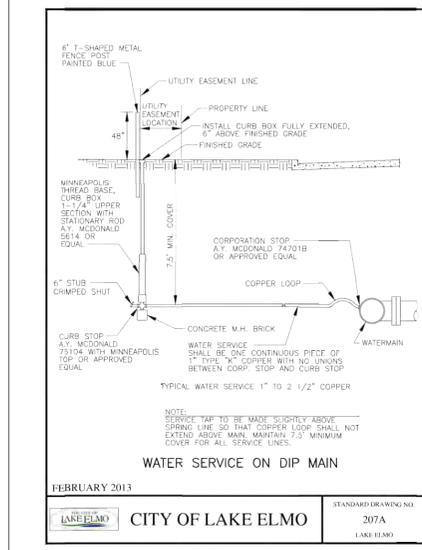
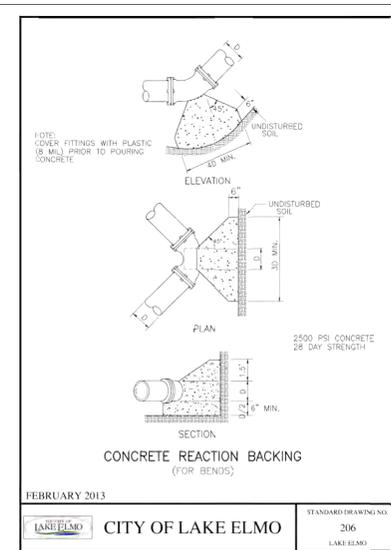
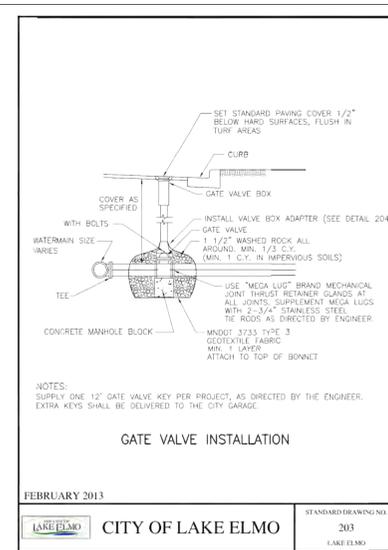
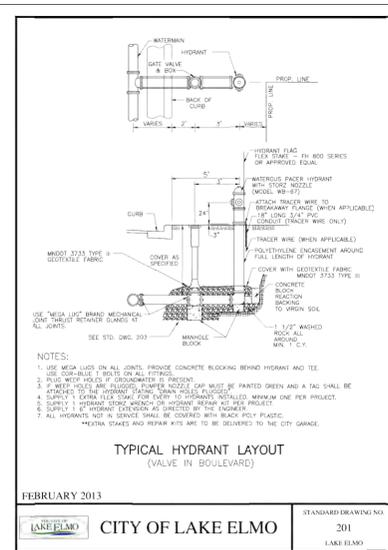
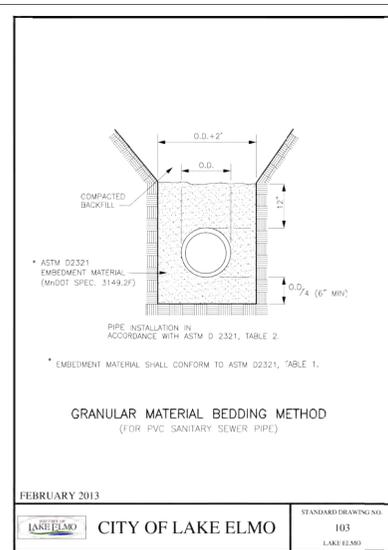
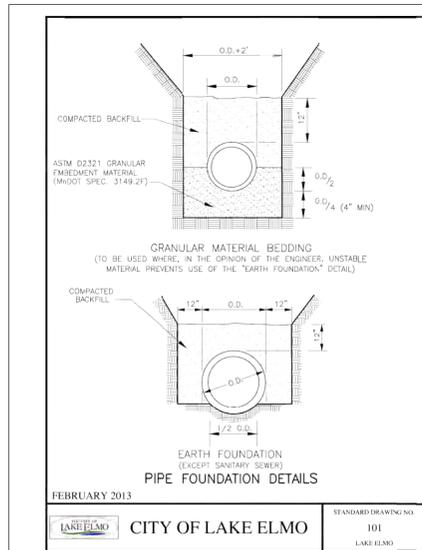
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Ryan M. Bluhm
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Revisions:

06/30/14 CITY COMMENTS	
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Designed:	CLJ
Checked:	RMB
Drawn:	HW
Record Drawing by/date:	

Prepared for:
Lennar Corporation
 16305 36th Avenue North Suite 600
 Plymouth, Minnesota 55446



Call 48 Hours before digging:
811 or call811.com
Common Ground Alliance

Latest Revision Date: 09/03/14
0000565.02DTF01.dwg
Date: 06/25/14 Sheet: 15 OF 17



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01/16/14 CITY COMMENTS	09/03/14 CITY COMMENTS
01/31/14 BID SET	06/25/14 REVISED OUTLOTS
02/26/14 CITY COMMENTS	07/29/14 WATER SERVICE REVISION
03/13/14 CITY COMMENTS	06/04/14 MH18 & IRRIGATION SERVICE
06/30/14 CITY COMMENTS	08/28/14 WATER SERVICE REVISION
07/23/14 CITY COMMENTS	
08/08/14 CITY COMMENTS	

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Prepared for:

Lennar Corporation
16305 36th Avenue North Suite 600
Plymouth, Minnesota 55446

Savona 2nd Addition
Details
Lake Elmo, Minnesota

STORM SEWER MANHOLE, TYPE 408
(PIPES 30" & LARGER)

FEBRUARY 2013

PRECAST BASE	SLAB THICKNESS
48"	6"
54"-102"	8"
120"	10"

CITY OF LAKE ELMO STANDARD DRAWING NO. 408 LAKE ELMO

STORM SEWER MANHOLE, TYPE 409

FEBRUARY 2013

PRECAST BASE	SLAB THICKNESS
48"	6"
54"-102"	8"
120"	10"

CITY OF LAKE ELMO STANDARD DRAWING NO. 409 LAKE ELMO

RIPRAP AT RCP OUTLETS

FEBRUARY 2013

TABLE OF QUANTITIES	TABLE OF MATERIALS
---------------------	--------------------

CITY OF LAKE ELMO STANDARD DRAWING NO. 411 LAKE ELMO

DRAIN TILE
USED BY DIRECTION OF CITY ENGINEER ONLY

FEBRUARY 2013

STRUCTURE TABLE			
POND	H.W.	N.W.	ORIFICE #

CITY OF LAKE ELMO STANDARD DRAWING NO. 412 LAKE ELMO

POND SKIMMER

FEBRUARY 2013

STRUCTURE TABLE			
POND	H.W.	N.W.	ORIFICE #

CITY OF LAKE ELMO STANDARD DRAWING NO. 417 LAKE ELMO

DRAIN TILE CONNECTIONS

FEBRUARY 2013

STRUCTURE TABLE			
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CITY OF LAKE ELMO STANDARD DRAWING NO. 420 LAKE ELMO

SAFL BAFFLE PANEL

FEBRUARY 2013

SAFL BAFFLE STRUCTURE	SAFL BAFFLE
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CITY OF LAKE ELMO STANDARD DRAWING NO. 501 LAKE ELMO

CONCRETE CURB & GUTTER

FEBRUARY 2013

CONCRETE CURB & GUTTER

CITY OF LAKE ELMO STANDARD DRAWING NO. 504 LAKE ELMO

RESIDENTIAL DRIVEWAY

FEBRUARY 2013

RESIDENTIAL DRIVEWAY

CITY OF LAKE ELMO STANDARD DRAWING NO. 506 LAKE ELMO

CATCH BASIN PLACEMENT AND CURB & GUTTER TRANSITION AT INTERSECTIONS

FEBRUARY 2013

CATCH BASIN PLACEMENT AND CURB & GUTTER TRANSITION AT INTERSECTIONS

CITY OF LAKE ELMO STANDARD DRAWING NO. 507 LAKE ELMO

PEDESTRIAN CURB RAMP

FEBRUARY 2013

PEDESTRIAN CURB RAMP

CITY OF LAKE ELMO STANDARD DRAWING NO. 508 LAKE ELMO

DETECTABLE WARNING SURFACE-TRUNCATED DOMES

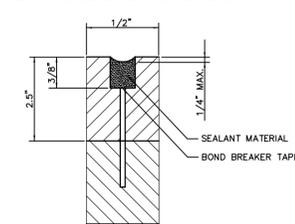
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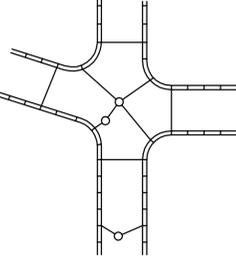
CITY OF LAKE ELMO STANDARD DRAWING NO. 510 LAKE ELMO

CBMH-233

SAW AND SEAL FOR NEW STREETS



SAW AND SEAL SAMPLE LAYOUT



- NOTE:**
- SAW AND SEAL CUT LOCATIONS SHALL BE AT 40" +/- SPACING AND AT MANHOLES OR DIRECTED BY ENGINEER.
 - SAW AND SEAL CUT SHALL BE STRAIGHT AND MATCH JOINTS IN CURB AND GUTTER.
 - JOINTS TO BE BLOWN CLEAN AND DRIED WITH A HEAT LANCE IMMEDIATELY BEFORE SEALING.
 - CONTRACTOR TO SETUP AND MAINTAIN TRAFFIC CONTROL, INCLUDING FLAGGERS, IN ACCORDANCE WITH MUTCD, APPENDIX B.
 - BOND BREAKER TAPE IS OPTIONAL.

* FOR RESIDENTIAL STREETS ONLY. SAW AND SEAL IS NOT TO BE USED ON 5TH STREET.

SAW AND SEAL

BICYCLE-PEDESTRIAN PATH

FEBRUARY 2013

BICYCLE-PEDESTRIAN PATH

CITY OF LAKE ELMO STANDARD DRAWING NO. 509 LAKE ELMO

CONCRETE SIDEWALK

FEBRUARY 2013

CONCRETE SIDEWALK

CITY OF LAKE ELMO STANDARD DRAWING NO. 510 LAKE ELMO

MANHOLE CASTING ADJUSTMENT

FEBRUARY 2013

MANHOLE CASTING ADJUSTMENT

CITY OF LAKE ELMO STANDARD DRAWING NO. 511 LAKE ELMO

MILLED LAP JOINT

FEBRUARY 2013

MILLED LAP JOINT

CITY OF LAKE ELMO STANDARD DRAWING NO. 512 LAKE ELMO

CONCRETE CURB MARKING (FOR CURB STOPS)

FEBRUARY 2013

CONCRETE CURB MARKING (FOR CURB STOPS)

CITY OF LAKE ELMO STANDARD DRAWING NO. 513 LAKE ELMO

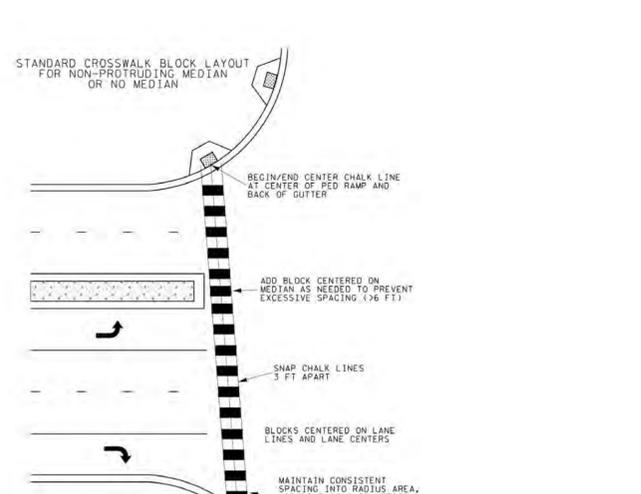
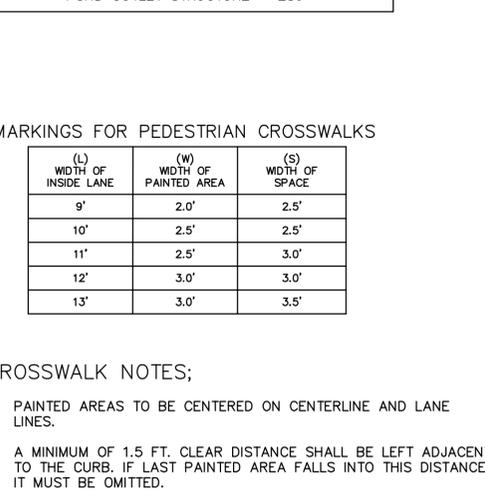
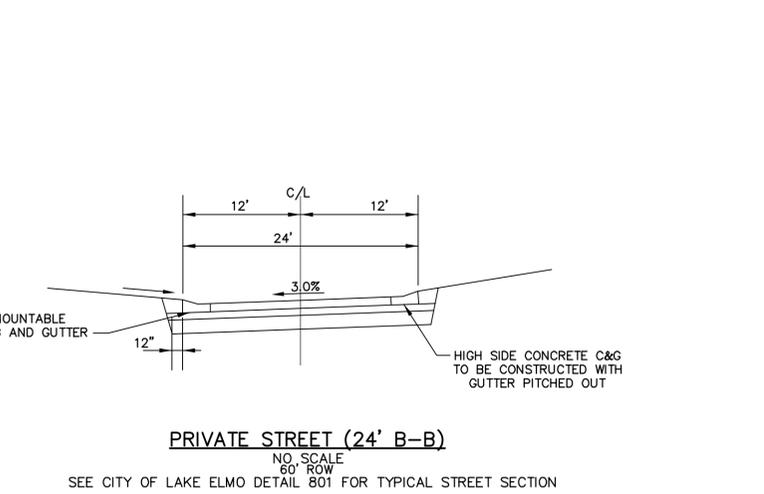
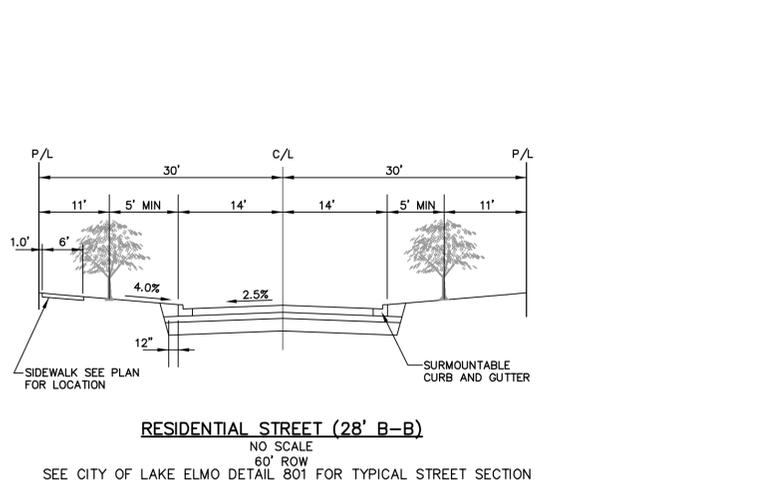
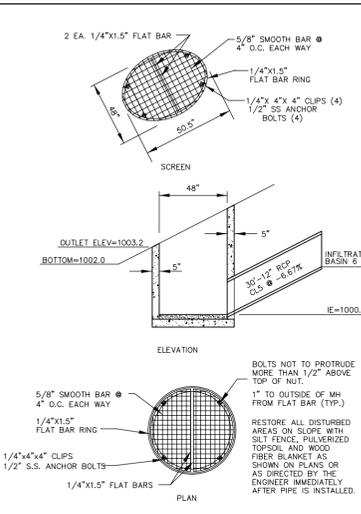
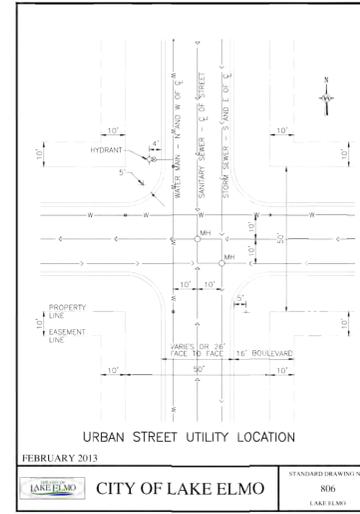
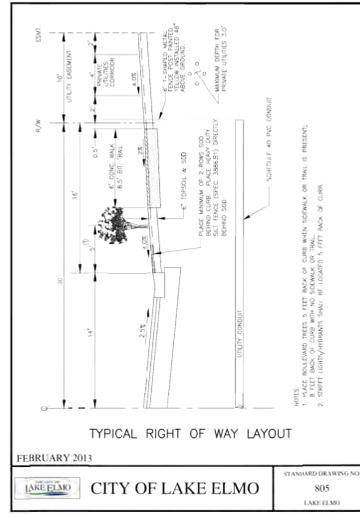
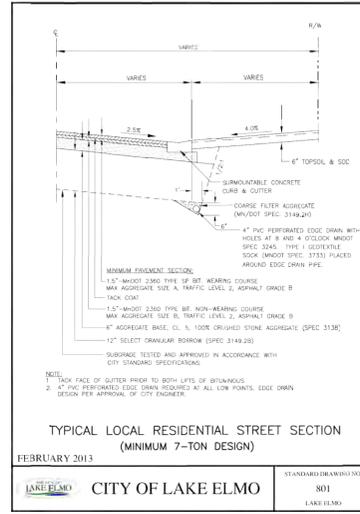
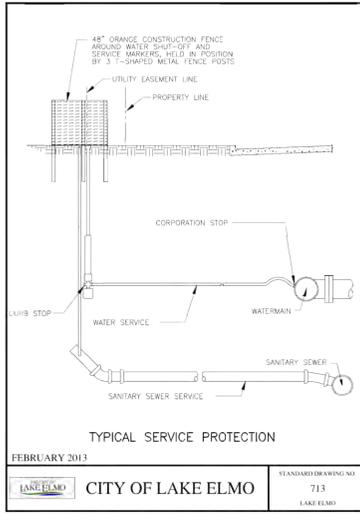
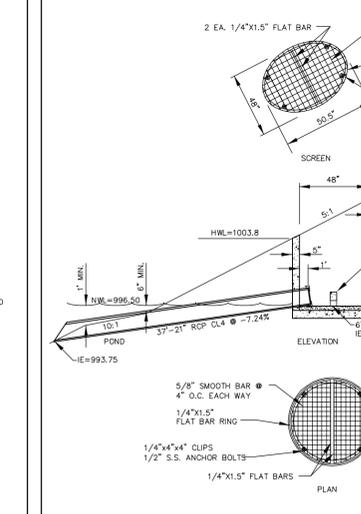
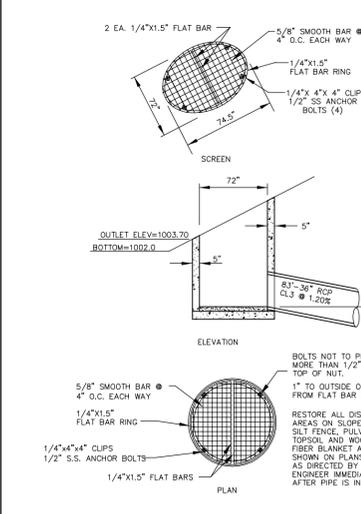
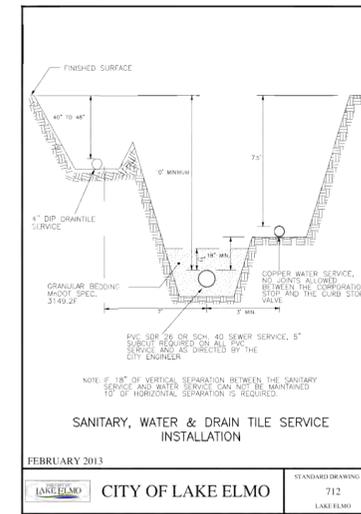
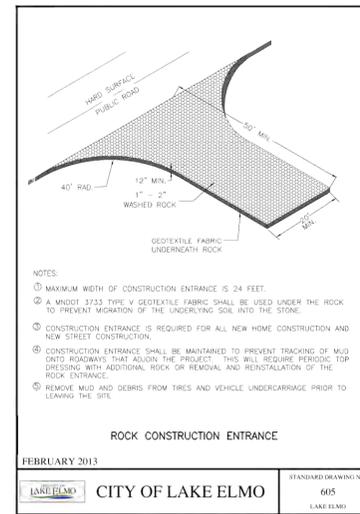
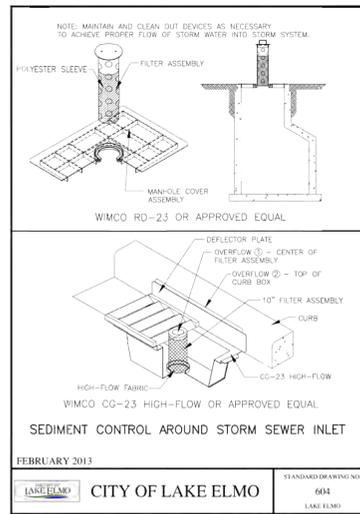
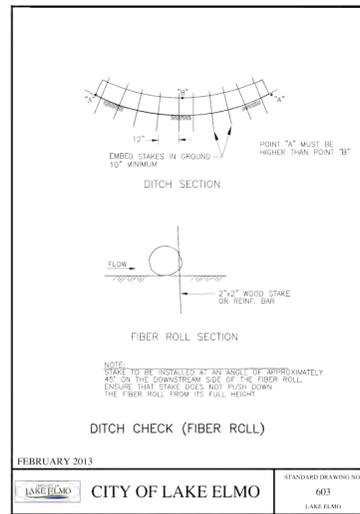
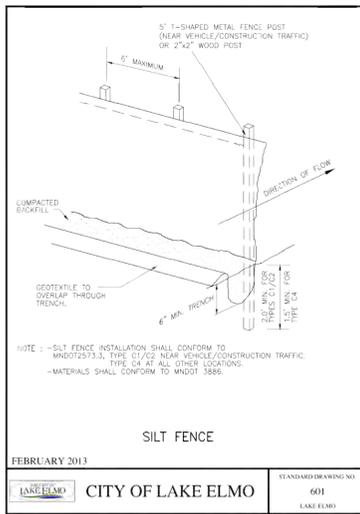
Call 48 Hours before digging:
811 or call811.com
Common Ground Alliance

Latest Revision Date: 09/03/14

Date: 06/25/14 Sheet: 16 OF 17

Prepared for:

Details



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811 or call811.com
Common Ground Alliance

Westwood
Westwood Professional Services, Inc.
7690 Anagram Drive
Eden Prairie, MN 55344
PHONE 952-937-5150
FAX 952-937-5822
TOLL FREE 1-888-937-5150
www.westwoodsps.com

I hereby certify that this plan was prepared by me or under my direct supervision and that I am a duly licensed PROFESSIONAL ENGINEER under the laws of the State of Minnesota.
Ryan M. Bluhm
Date: 09/03/14 License No. 41257

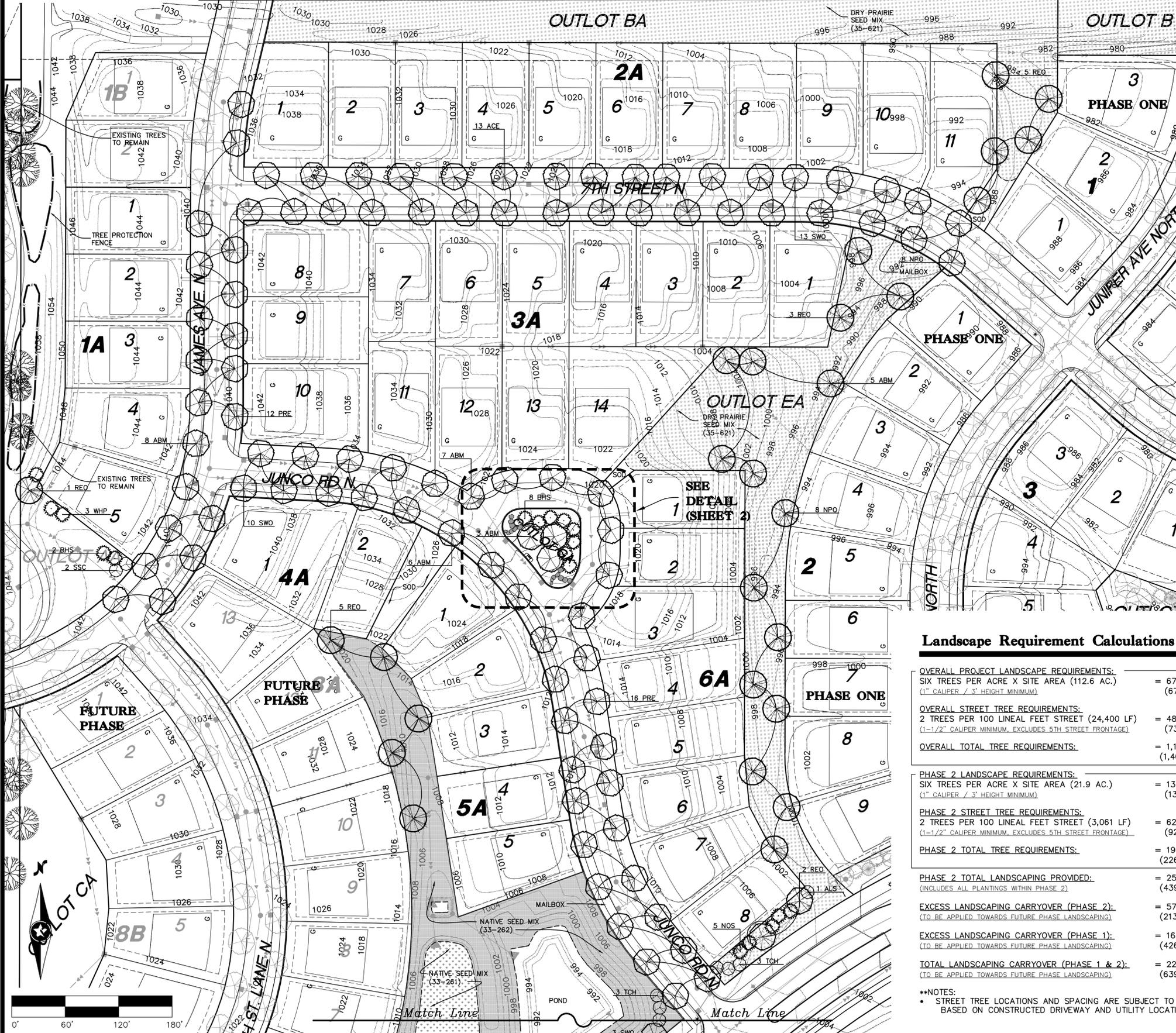
Revisions:

NO.	DATE	DESCRIPTION
06/30/14	CITY COMMENTS	
07/29/14	CITY COMMENTS	
08/08/14	CITY COMMENTS	
09/03/14	CITY COMMENTS	

Designed: CLJ
Checked: RMB
Drawn: HW
Record Drawing by/date:

Prepared for:
Lennar Corporation
16305 36th Avenue North Suite 600
Plymouth, Minnesota 55446

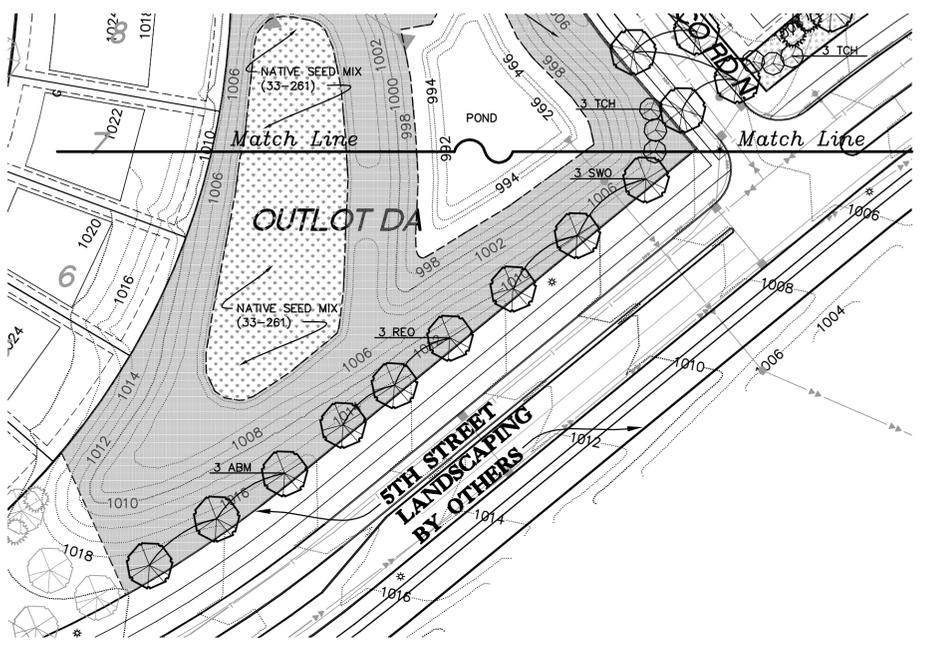
Savona 2nd Addition
Lake Elmo, Minnesota
Details



Phase 2 Final Plant Schedule

CODE	QTY.	COMMON/BOTANICAL NAME	SIZE	SPACING	O.C.
ABM	32	Autumn Blaze Maple / Acer x freemanii 'Jeffersred'	1.5" BB/Cont.	AS SHOWN	
NPO	16	Northern Pin Oak / Quercus ellipsoidalis	1.5" BB/Cont.	AS SHOWN	
REO	19	Red Oak / Quercus rubra	1.5" BB/Cont.	AS SHOWN	
SWO	26	Swamp White Oak / Quercus bicolor	1.5" BB/Cont.	AS SHOWN	
PRE	28	Princeton Elm / Ulmus americana 'Princeton'	1.5" BB/Cont.	AS SHOWN	
ACE	13	Accolade Elm / Ulmus japonica x wilsoniana 'Morton'	1.5" BB/Cont.	AS SHOWN	
TCH	6	Thornless Cockspur Hawthorn / Crataegus crusgalli 'Inermis'	1.5" BB	AS SHOWN	
ALS	1	Allegheny Serviceberry / Amelanchier laevis	6' HT., BB CLUMP	AS SHOWN	
SSC	2	Spring Snow Crab / Malus 'Spring Snow'	1.5" BB	AS SHOWN	
BHS	10	Black Hills Spruce / Picea glauca densata	6' HT., BB	AS SHOWN	
NOS	5	Norway Spruce / Picea abies	6' HT., BB	AS SHOWN	
WHP	3	White Pine / Pinus strobus	6' HT., BB	AS SHOWN	

NOTE: QUANTITIES ON PLAN SUPERSEDE LIST QUANTITIES IN THE EVENT OF A DISCREPANCY.



Landscape Requirement Calculations

OVERALL PROJECT LANDSCAPE REQUIREMENTS: SIX TREES PER ACRE X SITE AREA (112.6 AC.) (1" CALIPER / 3' HEIGHT MINIMUM)	= 676 TREES REQUIRED (676 CALIPER INCHES)
OVERALL STREET TREE REQUIREMENTS: 2 TREES PER 100 LINEAL FEET STREET (24,400 LF) (1-1/2" CALIPER MINIMUM, EXCLUDES 5TH STREET FRONTAGE)	= 488 TREES REQUIRED (732 CALIPER INCHES)
OVERALL TOTAL TREE REQUIREMENTS:	= 1,164 TREES REQUIRED (1,408 CALIPER INCHES)
PHASE 2 LANDSCAPE REQUIREMENTS: SIX TREES PER ACRE X SITE AREA (21.9 AC.) (1" CALIPER / 3' HEIGHT MINIMUM)	= 134 TREES REQUIRED (134 CALIPER INCHES)
PHASE 2 STREET TREE REQUIREMENTS: 2 TREES PER 100 LINEAL FEET STREET (3,061 LF) (1-1/2" CALIPER MINIMUM, EXCLUDES 5TH STREET FRONTAGE)	= 62 TREES REQUIRED (92 CALIPER INCHES)
PHASE 2 TOTAL TREE REQUIREMENTS:	= 196 TREES REQUIRED (226 CALIPER INCHES)
PHASE 2 TOTAL LANDSCAPING PROVIDED: (INCLUDES ALL PLANTINGS WITHIN PHASE 2)	= 253 TREES PROVIDED (439 CALIPER INCHES)
EXCESS LANDSCAPING CARRYOVER (PHASE 2): (TO BE APPLIED TOWARDS FUTURE PHASE LANDSCAPING)	= 57 TREES (213 CALIPER INCHES)
EXCESS LANDSCAPING CARRYOVER (PHASE 1): (TO BE APPLIED TOWARDS FUTURE PHASE LANDSCAPING)	= 163 TREES (426 CALIPER INCHES)
TOTAL LANDSCAPING CARRYOVER (PHASE 1 & 2): (TO BE APPLIED TOWARDS FUTURE PHASE LANDSCAPING)	= 220 TREES (639 CALIPER INCHES)

**NOTES:
 * STREET TREE LOCATIONS AND SPACING ARE SUBJECT TO CHANGE BASED ON CONSTRUCTED DRIVEWAY AND UTILITY LOCATIONS.

<ol style="list-style-type: none"> PROVIDE AND INSTALL PLANT MATERIALS THAT MEET SPECIFICATIONS AND ARE OF THE SIZE, TYPE AND SPECIES GIVEN IN THE PLANT SCHEDULE OR SHOWN ON THE PLANS. PLANT LIST QUANTITIES ARE PROVIDED FOR CONVENIENCE, IN THE EVENT OF QUANTITY DISCREPANCIES, THE DRAWING SCALE SHALL TAKE PRECEDENCE. NO PLANT MATERIAL SUBSTITUTIONS SHALL BE MADE WITHOUT PRIOR WRITTEN AUTHORIZATION FROM THE CITY. ALL PLANT MATERIALS TO BE SPECIMEN GRADE, MINNESOTA-GROWN AND/OR HARDY. SPECIMEN GRADE SHALL ADHERE TO, BUT IS NOT LIMITED BY, THE FOLLOWING STANDARDS: ALL PLANTS SHALL BE FREE FROM DISEASE, PESTS, WOUNDS, AND SCARS. ALL PLANTS SHALL BE FREE FROM NOTICEABLE GAPS, HOLES, OR DEFORMITIES. ALL PLANTS SHALL BE FREE FROM BROKEN OR DEAD BRANCHES. ALL PLANTS SHALL HAVE HEAVY, HEALTHY BRANCHING AND LEAVING. CONIFEROUS TREES SHALL SHOW AN ESTABLISHED MAIN LEADER AND A HEIGHT TO WIDTH RATIO OF NO LESS THAN 5:3. PLANT MATERIALS SHALL MEET AMERICAN STANDARD FOR NURSERY STOCK (ANSI Z 60.1) REQUIREMENTS FOR SIZE AND TYPE SPECIFIED, AND SHALL BE INSTALLED PER ANSI NURSERY PLANTING PRACTICES. CONTRACTOR SHALL CONTACT GARDNER STATE "ONE CALL" (651-454-0002) TO VERIFY UNDERGROUND UTILITY LOCATIONS PRIOR TO PLANTING AND PLANT MATERIAL DELIVERY. PLANTS SHALL BE PLANTED IMMEDIATELY UPON ARRIVAL AT THE SITE. ALL AREAS NOT SPECIFICALLY SHOWN AS PLANTED IN OTHER LANDSCAPE MATERIALS AND ALL SLOPES AND ON-SITE AREAS DISTURBED BY CONSTRUCTION, SHALL BE SEEDED, FERTILIZED, MULCHED, WATERED AND MAINTAINED UNTIL HARDY GRASS GROWTH IS ESTABLISHED AND ACCEPTED BY THE CITY. CONTRACTOR SHALL PROTECT AND MAINTAIN ALL PLANTINGS, INCLUDING MULCHING, MOWING, WATERING, AND PRUNING UNTIL THE PLANT MATERIAL IS FULLY ESTABLISHED. ALL BOULEVARD AREAS AND AREAS DISTURBED ADJACENT TO THE SITE SHALL BE REPAIRED, REPLACED, OR CORRECTED BY THE CONTRACTOR WITH QUALITY LAWN SOIL. PLANT MATERIALS SHALL BE SUBJECT TO A FULL ONE-YEAR WARRANTY BEGINNING UPON FINAL WRITTEN ACCEPTANCE BY THE CITY. DEFECTIVE MATERIALS SHALL BE REPLACED, AND REPLACEMENT MATERIALS SHALL RECEIVE A FULL ONE-YEAR WARRANTY FROM THE REPLACEMENT PLANTING DATE. TREES SHALL BE FURTHER WARRANTED TO REMAIN UPRIGHT FOR A FULL TWO-YEAR PERIOD. 	<ol style="list-style-type: none"> PLANTING HOLES FOR TREES SHALL BE DUG IN THE SHAPE OF A SAUGER THAT IS TWICE AS WIDE AS THE ROOT BALL OF THE TREE. TREES SHALL BE PLACED IN THE PLANTING HOLE SO THAT THE FIRST ROOT AND ROOT COLLAR (THE BULGE RIGHT ABOVE THE ROOT SYSTEM) ARE RIGHT AT GROUND LEVEL OR SLIGHTLY HIGHER. TREES SHALL BE LIFTED BY THE CONTAINER OR ROOT BALL. LIFTING BY THE STEM MAY CAUSE DAMAGE TO THE ROOT BALL OR STEM. AFTER EACH TREE IS PLANTED, THE HOLE SHALL BE BACKFILLED WITH THE ORIGINAL SOIL. AS THE SOIL IS ADDED TO THE HOLE, THE CONTRACTOR SHALL ELIMINATE AIR POCKETS BY LIGHTLY FIRING THE SHOVEL END INTO THE SOIL AROUND THE ROOT BALL. THE HOLE SHALL BE FILLED UP TO THE LEVEL OF THE ROOT COLLAR. THE TOP OF THE PLANTING HOLE SHALL BE COVERED WITH A MINIMUM OF 4" OF WOOD CHIP MULCH. THE MULCH SHALL BE PULLED AWAY FROM THE TRUNK TO THE EDGE OF THE ROOT BALL TO PREVENT FUNGUS FROM ATTACKING THE TRUNK. NEWLY PLANTED TREES SHALL BE WATERED WITH A SLOW TRICKLE TO REMOVE ANY REMAINING AIR POCKETS IN THE SOIL. PRUNING SHALL ONLY BE DONE AT THE TIME OF PLANTING OR DIRECTLY AFTER PLANTING IF THERE ARE BROKEN BRANCHES AT THE TIME OF DELIVERY OR PLANTING. ANSI A300 SHALL BE FOLLOWED FOR ANY PRUNING THAT IS REQUIRED. TREES SHALL BE WATERED WITH ONE TO TWO INCHES AT A SLOW TRICKLE ON A WEEKLY BASIS DURING THE GROWING SEASON FOR THE FIRST YEAR OF ESTABLISHMENT.
STANDARD PLAN NOTES LANDSCAPE PLANS FEBRUARY 2013 CITY OF LAKE ELMO	STANDARD PLAN NOTES LANDSCAPE PLANS FEBRUARY 2013 CITY OF LAKE ELMO

Westwood Professional Services, Inc.
 7690 Anagram Drive
 Eden Prairie, MN 55344
 PHONE 952-937-5150
 FAX 952-937-9822
 TOLL FREE 1-888-937-5150
 www.westwoods.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.
 Cory Meyer
 Date: 09/03/14 License No. 26971

Revisions:

08/28/14 - City Comments
09/03/14 - City Comments

Designed:	CLM
Checked:	CLM
Drawn:	SYB
Record Drawing by/date:	

Prepared for:
Lennar Corporation
 16305 36th Avenue North Suite 600
 Plymouth, Minnesota 55446

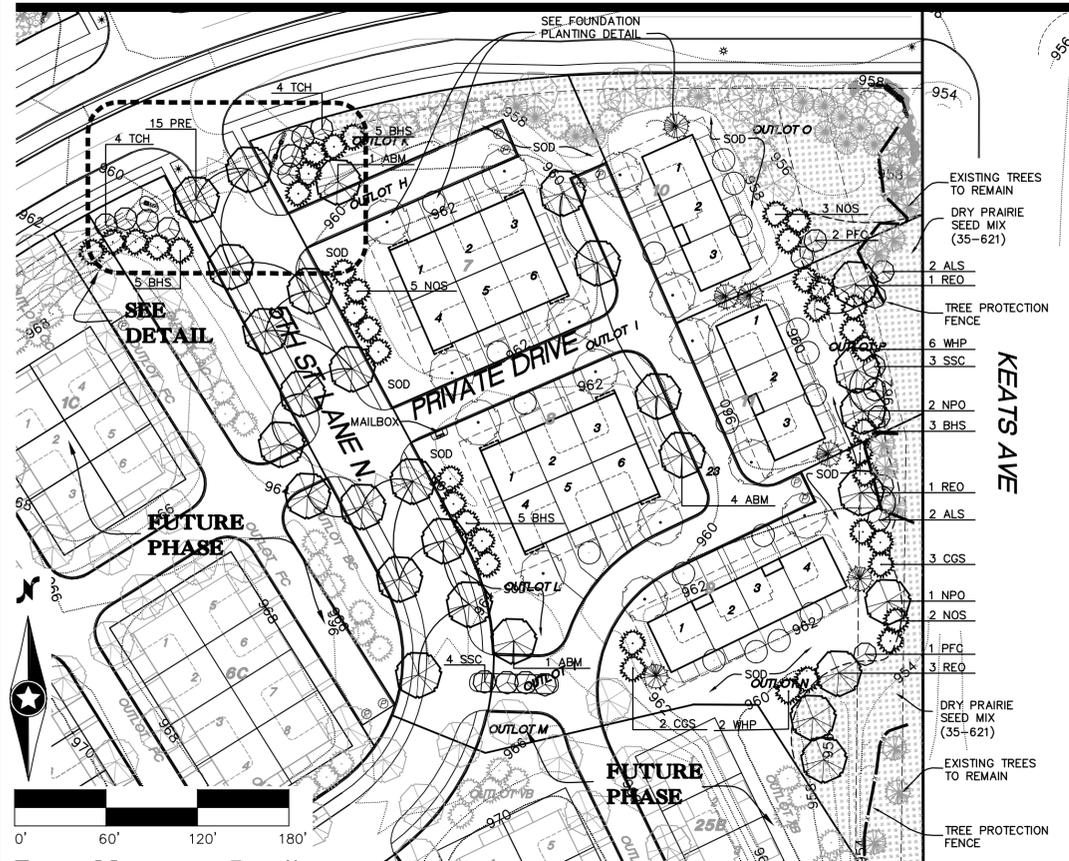
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Lake Elmo, Minnesota

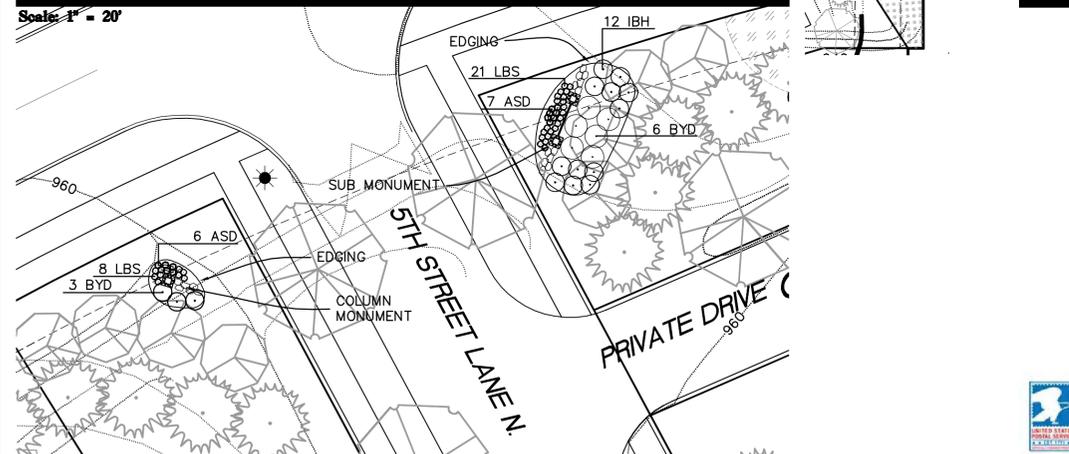
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 Date: 07/11/14 Sheet: 1 OF 3

Final Landscape Plan

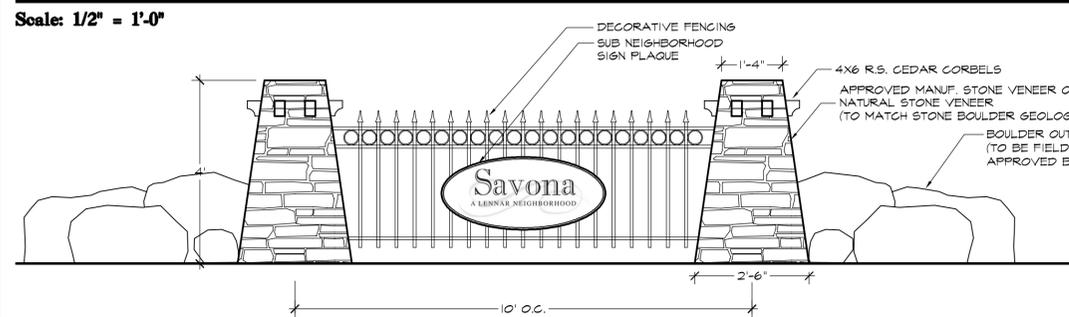
Multi Family Landscape Plan



Entry Monument Detail



Sub Monument



Multi Family & Entry Monument Plant Schedule

CODE	QTY.	COMMON/BOTANICAL NAME	SIZE	SPACING O.C.
ABM	6	Autumn Blaze Maple / Acer x freemanii 'Jeffersred'	1.5" BB/Cont.	AS SHOWN
NPO	3	Northern Pin Oak / Quercus ellipsoidalis	1.5" BB/Cont.	AS SHOWN
REO	5	Red Oak / Quercus rubra	1.5" BB/Cont.	AS SHOWN
PRE	15	Princeton Elm / Ulmus americana 'Princeton'	1.5" BB/Cont.	AS SHOWN
TCH	8	Thornless Cockspur Hawthorn / Crataegus crusgalli 'nervis'	1.5" BB	AS SHOWN
ALS	4	Allegheny Serviceberry / Amelanchier laevis	6" HT., BB CLUMP	AS SHOWN
PFC	3	Prairiefire Crab / Malus 'Prairiefire'	1.5" BB	AS SHOWN
SSC	7	Spring Snow Crab / Malus 'Spring Snow'	1.5" BB	AS SHOWN
BHS	18	Black Hills Spruce / Picea glauca densata	6" HT., BB	AS SHOWN
NOS	10	Norway Spruce / Picea abies	6" HT., BB	AS SHOWN
WHP	8	White Pine / Pinus strobus	6" HT., BB	AS SHOWN
CGS	5	Colorado Green Spruce / Picea pungens	6" HT., BB	AS SHOWN
BYD	9	Bud's Yellow Dogwood / Cornus sericea 'Bud's Yellow'	#5 Cont.	5'-0" O.C.
IBH	12	Incredibal Hydrangea / Hydrangea aborescens 'Abetwo'	#5 Cont.	4'-0" O.C.
LBS	29	Blue Heaven Bluestem Grass / Schizachyrium scoparium 'Minniblu A'	#1 Cont.	18" O.C.
ASD	13	Apricot Sparkles Daylily / Hemerocallis 'Apricot Sparkles'	#1 Cont.	18" O.C.

NOTE: QUANTITIES ON PLAN SUPERSEDE LIST QUANTITIES IN THE EVENT OF A DISCREPANCY.

Island Detail Plant Schedule

CODE	QTY.	COMMON/BOTANICAL NAME	SIZE	SPACING O.C.
BLC	15	Black Chokeberry / Aronia melanocarpa	#5 Cont.	4'-0" O.C.
IBH	10	Incredibal Hydrangea / Hydrangea aborescens 'Abetwo'	#5 Cont.	4'-0" O.C.
MIS	12	Miscanthus Flame Grass / Miscanthus sinensis 'Purpurascens'	#1 Cont.	48" O.C.
FRG	31	Feather Reed Grass / Calamagrostis x acutiflora 'Karl Foerster'	#1 Cont.	24" O.C.
LBS	68	Blue Heaven Bluestem Grass / Schizachyrium scoparium 'Minniblu A'	#1 Cont.	18" O.C.
SPD	54	Sporobolus Prairie Dropseed Grass / Sporobolus heterolepis	#1 Cont.	18" O.C.

NOTE: QUANTITIES ON PLAN SUPERSEDE LIST QUANTITIES IN THE EVENT OF A DISCREPANCY.

Mailbox Detail Plant Schedule (typ. each location)

CODE	QTY.	COMMON/BOTANICAL NAME	SIZE	SPACING O.C.
LBS	12	Blue Heaven Bluestem Grass / Schizachyrium scoparium 'Minniblu A'	#1 Cont.	18" O.C.
ASD	4	Apricot Sparkles Daylily / Hemerocallis 'Apricot Sparkles'	#1 Cont.	18" O.C.

NOTE: QUANTITIES ON PLAN SUPERSEDE LIST QUANTITIES IN THE EVENT OF A DISCREPANCY.

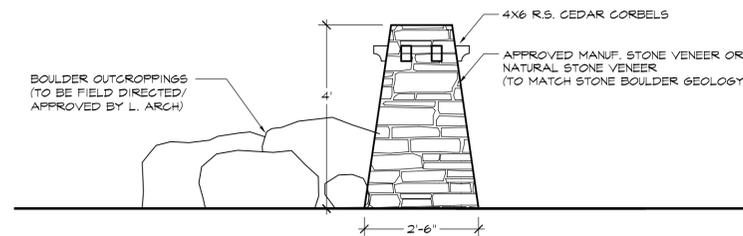
Mailbox Unit (Post Mount)



All Aluminum Construction SALSBURY

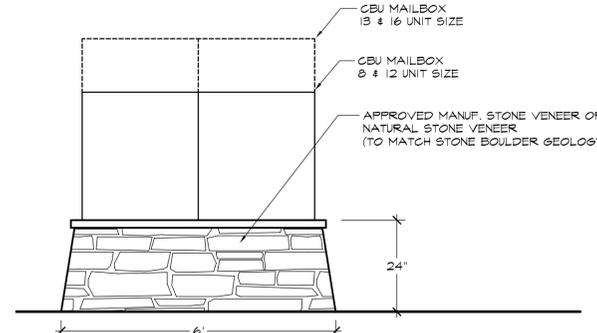
Column Monument

Scale: 1/2" = 1'-0"



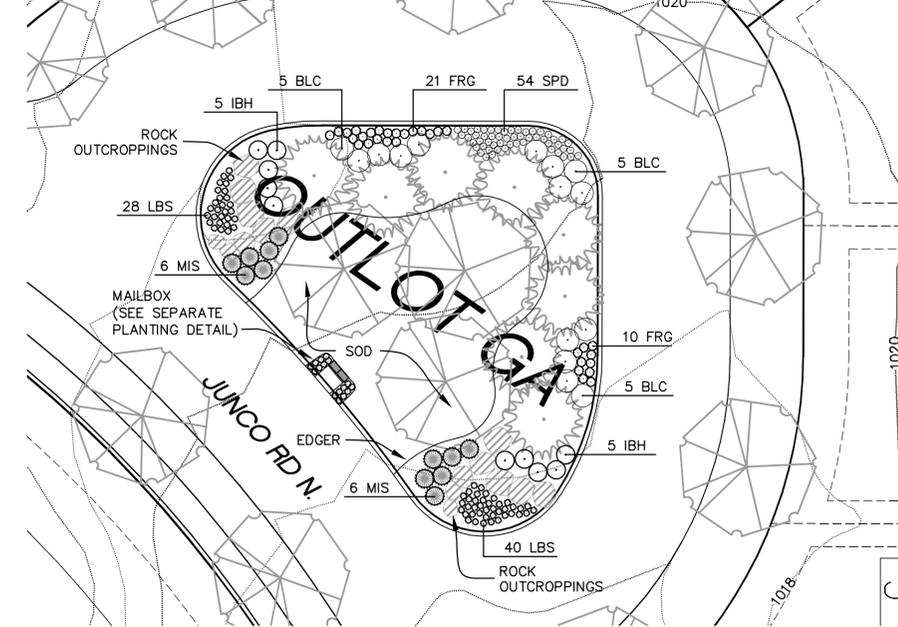
Alternate Mailbox Monument

Scale: 1/2" = 1'-0"



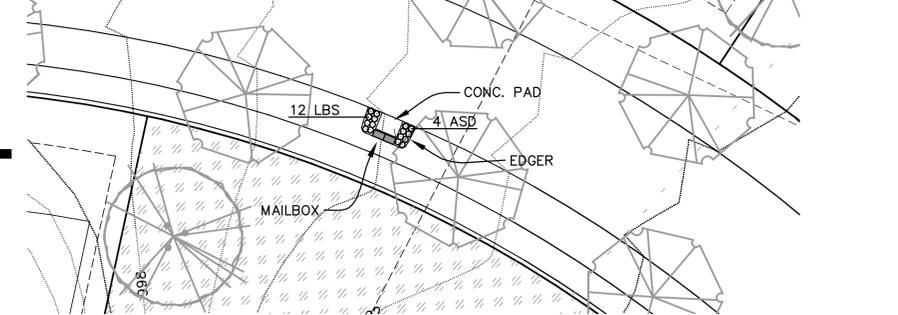
Island Detail

Scale: 1" = 20'



Mailbox Detail (typ.)

Scale: 1" = 20'



<p>1. PROVIDE AND INSTALL PLANT MATERIALS THAT MEET SPECIFICATIONS AND ARE OF THE SIZE, TYPE AND SPECIES GIVEN IN THE PLANT SCHEDULE OR SHOWN ON THE PLANS.</p> <p>2. PLANT LIST QUANTITIES ARE PROVIDED FOR CONVENIENCE. IN THE EVENT OF QUANTITY DISCREPANCIES, THE DRAWING SHALL TAKE PRECEDENCE.</p> <p>3. NO PLANT MATERIAL SUBSTITUTIONS SHALL BE MADE WITHOUT PRIOR WRITTEN AUTHORIZATION FROM THE CITY.</p> <p>4. ALL PLANT MATERIALS TO BE SPECIMEN GRADE, MINNESOTA-GROWN AND/OR HARDY. SPECIMEN GRADE SHALL ADHERE TO, BUT IS NOT LIMITED BY, THE FOLLOWING STANDARDS: ALL PLANTS SHALL BE FREE FROM DISEASE, PESTS, WOUNDS, AND SCARS. ALL PLANTS SHALL BE FREE FROM NOTICEABLE GAPS, HOLES, OR DEFORMITIES. ALL PLANTS SHALL BE FREE FROM BROKEN OR DEAD BRANCHES. ALL PLANTS SHALL HAVE HEAVY, HEALTHY BRANCHING AND LEAFING. CONIFEROUS TREES SHALL HAVE AN ESTABLISHED MAIN LEADER AND A HEIGHT TO WIDTH RATIO OF NO LESS THAN 5:3.</p> <p>5. PLANT MATERIALS SHALL MEET AMERICAN STANDARD FOR NURSERY STOCK (ANSI Z60.1) REQUIREMENTS FOR SIZE AND TYPE SPECIFIED, AND SHALL BE INSTALLED PER ANS NURSERY PLANTING PRACTICES.</p> <p>6. CONTRACTOR SHALL CONTACT Gopher State "One Call" (651-454-0022) TO VERIFY UNDERGROUND UTILITY LOCATIONS PRIOR TO PLANTING AND PLANT MATERIAL DELIVERY.</p> <p>7. PLANTS SHALL BE PLANTED IMMEDIATELY UPON ARRIVAL AT THE SITE.</p> <p>8. ALL AREAS NOT SPECIFICALLY SHOWN AS PLANTED IN OTHER LANDSCAPE MATERIALS AND ALL SLOPES AND ON-SITE AREAS DISTURBED BY CONSTRUCTION, SHALL BE SEED, FERTILIZED, MULCHED, WATERED AND MAINTAINED UNTIL HARDY GRASS GROWTH IS ESTABLISHED AND ACCEPTED BY THE CITY.</p> <p>9. CONTRACTOR SHALL PROTECT AND MAINTAIN ALL PLANTINGS, INCLUDING MULCHING, MOWING, WATERING, AND PRUNING UNTIL THE PLANT MATERIAL IS FULLY ESTABLISHED.</p> <p>10. ALL BOULEVARD AREAS AND AREAS DISTURBED ADJACENT TO THE SITE SHALL BE REPAIRED, REPLACED, OR CORRECTED BY THE CONTRACTOR WITH QUALITY LAWN SOD.</p> <p>11. PLANT MATERIALS SHALL BE SUBJECT TO A FULL ONE-YEAR WARRANTY BEGINNING UPON FINAL WRITTEN ACCEPTANCE BY THE CITY. DEFECTIVE MATERIALS SHALL BE REPLACED, AND REPLACEMENT MATERIALS SHALL RECEIVE A FULL ONE-YEAR WARRANTY FROM THE REPLACEMENT PLANTING DATE.</p> <p>12. TREES SHALL BE FURTHER WARRANTED TO REMAIN UPRIGHT FOR A FULL TWO-YEAR PERIOD.</p>	<p>1. PLANTING HOLES FOR TREES SHALL BE DUG IN THE SHAPE OF A SAUCER THAT IS TWICE AS WIDE AS THE ROOT BALL OF THE TREE.</p> <p>2. TREES SHALL BE PLACED IN THE PLANTING HOLE SO THAT THE FIRST ROOT AND ROOT COLLAR (THE BULGE RIGHT ABOVE THE ROOT SYSTEM) ARE RIGHT AT GROUND LEVEL OR SLIGHTLY HIGHER.</p> <p>3. TREES SHALL BE LIFTED BY THE CONTAINER OR ROOT BALL. LIFTING BY THE STEM MAY CAUSE DAMAGE TO THE ROOT BALL OR STEM.</p> <p>4. AFTER EACH TREE IS PLANTED, THE HOLE SHALL BE BACKFILLED WITH THE ORIGINAL SOIL AS THE SOIL IS ADDED TO THE HOLE. THE CONTRACTOR SHALL ELIMINATE AIR POCKETS BY LIGHTLY PUSHING THE SHOVEL END INTO THE SOIL AROUND THE ROOT BALL. THE HOLE SHALL BE FILLED UP TO THE LEVEL OF THE ROOT COLLAR.</p> <p>5. THE TOP OF THE PLANTING HOLE SHALL BE COVERED WITH A MINIMUM OF 4" OF WOOD CHIP MULCH. THE MULCH SHALL BE PULLED AWAY FROM THE TRUNK TO THE EDGE OF THE ROOT BALL TO PREVENT FUNGUS FROM ATTACKING THE TRUNK.</p> <p>6. NEWLY PLANTED TREES SHALL BE WATERED WITH A SLOW TRICKLE TO REMOVE ANY REMAINING AIR POCKETS IN THE SOIL.</p> <p>7. PRUNING SHALL ONLY BE DONE AT THE TIME OF PLANTING OR DIRECTLY AFTER PLANTING IF THERE ARE BROKEN BRANCHES AT THE TIME OF DELIVERY OR PLANTING. ANSI A300 SHALL BE FOLLOWED FOR ANY PRUNING THAT IS REQUIRED.</p> <p>8. TREES SHALL BE WATERED WITH ONE TO TWO INCHES AT A SLOW TRICKLE ON A WEEKLY BASIS DURING THE GROWING SEASON FOR THE FIRST YEAR OF ESTABLISHMENT.</p>
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STANDARD PLAN NOTES LANDSCAPE PLANS
 FEBRUARY 2013
 CITY OF LAKE ELMO
 STANDARD DRAWING NO. 900A
 LAKELAND

Latest Revision Date: 09/03/14

Savona 2nd Addition

Lake Elmo, Minnesota

Date: 07/11/14 Sheet: 2 OF 3

Final Landscape Details

Westwood
 Westwood Professional Services, Inc.
 7690 Anagram Drive
 Eden Prairie, MN 55344
 PHONE 952-937-5150
 FAX 952-937-5822
 TOLL FREE 1-888-937-5150
 www.westwoods.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.
 Cory Meyer
 Date: 09/03/14 License No. 26971

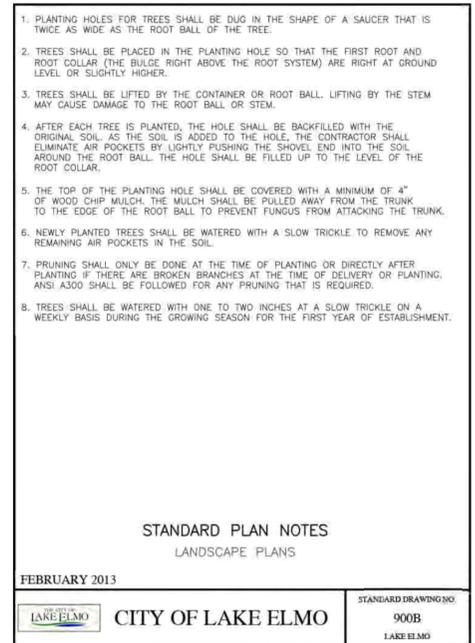
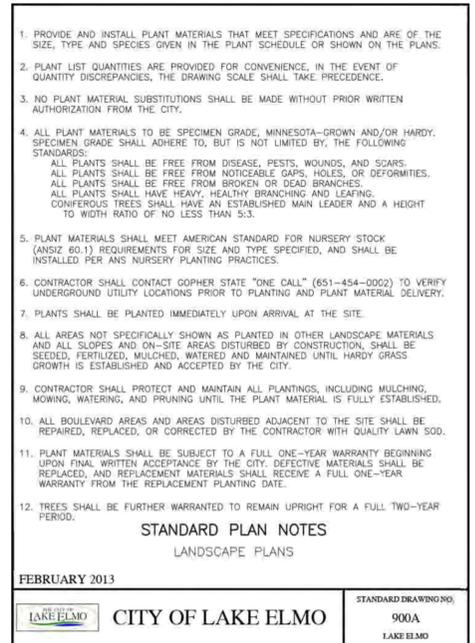
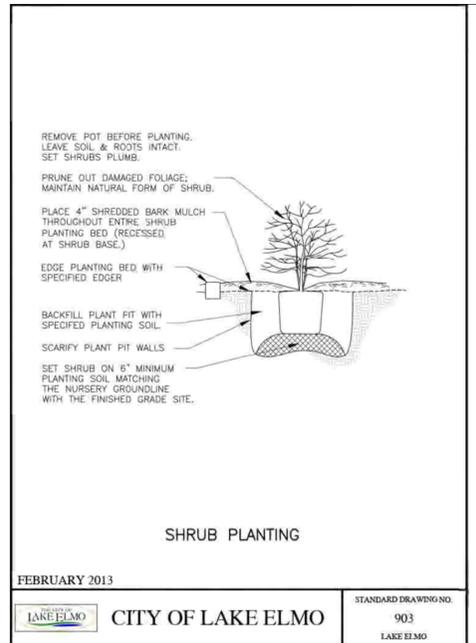
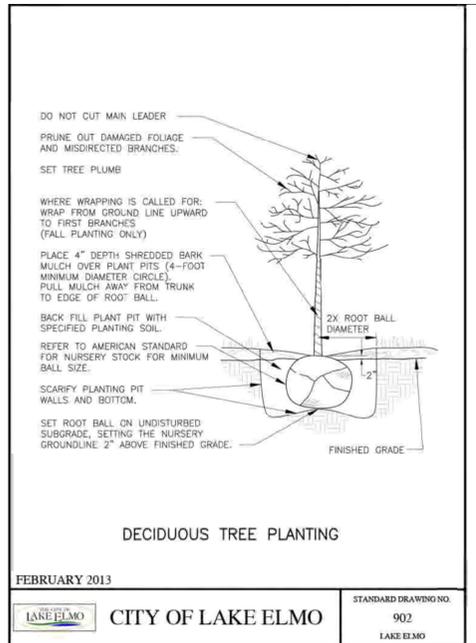
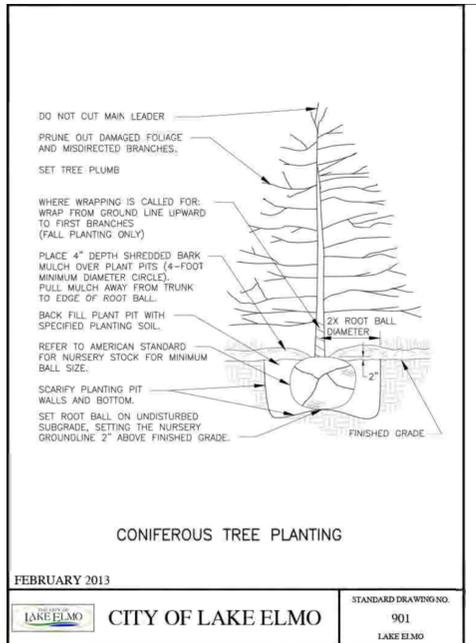
Revisions:

08/28/14	- City Comments
09/03/14	- City Comments

Designed:	CLM
Checked:	CLM
Drawn:	SYB
Record Drawing by/date:	

Prepared for:
Lennar Corporation
 16305 36th Avenue North Suite 600
 Plymouth, Minnesota 55446

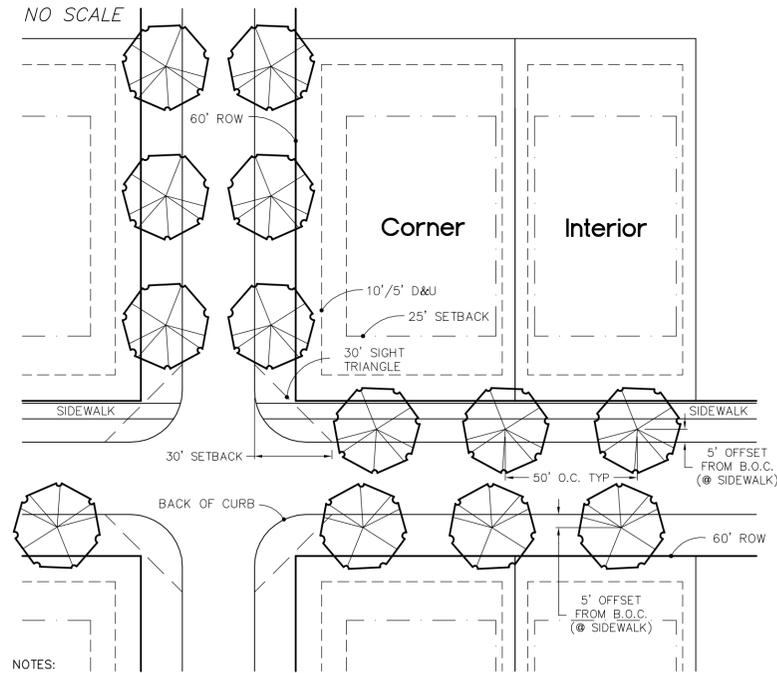
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Supplemental Planting Notes

- ACTUAL LOCATION OF PLANT MATERIAL IS SUBJECT TO FIELD AND SITE CONDITIONS.
- NO PLANTING WILL BE INSTALLED UNTIL ALL GRADING AND CONSTRUCTION HAS BEEN COMPLETED IN THE IMMEDIATE AREA.
- PRUNE PLANTS AS NECESSARY - PER STANDARD NURSERY PRACTICE AND TO CORRECT POOR BRANCHING OF EXISTING AND PROPOSED TREES.
- THE NEED FOR SOIL AMENDMENTS SHALL BE DETERMINED UPON SITE SOIL CONDITIONS PRIOR TO PLANTING. LANDSCAPE CONTRACTOR SHALL NOTIFY LANDSCAPE ARCHITECT FOR THE NEED OF ANY SOIL AMENDMENTS.
- BACKFILL SOIL TO ADHERE TO MN/DOT STANDARD SPECIFICATION 3877 (SELECT TOPSOIL BORROW) AND TO BE EXISTING TOP SOIL FROM SITE FREE OF ROOTS, ROCKS LARGER THAN ONE INCH, SUBSOIL DEBRIS, AND LARGE WEEDS UNLESS SPECIFIED OTHERWISE. MINIMUM 4" DEPTH TOPSOIL FOR ALL LAWN GRASS AREAS AND 12" DEPTH TOPSOIL FOR TREES, SHRUBS, AND PERENNIALS.
- MULCH TO BE AT ALL TREE, SHRUB, PERENNIAL, AND MAINTENANCE AREAS. SHREDDED HARDWOOD MULCH TO BE USED AROUND ALL PLANTS WITHIN TURF AREAS. PERENNIAL AND ORNAMENTAL GRASS BEDS SHALL HAVE 2" DEPTH SHREDDED HARDWOOD MULCH. MULCH TO BE FREE OF DELETERIOUS MATERIAL.
- EDGING TO BE SPADED EDGE, UNLESS OTHERWISE INDICATED. SPADED EDGE TO PROVIDE V-SHAPED DEPTH AND WIDTH TO CREATE SEPARATION BETWEEN MULCH AND GRASS. INDIVIDUAL TREES AND SHRUBS TO BE SPADED EDGE, UNLESS NOTED OTHERWISE.
- ALL TOPSOIL AREAS TO BE RAKED TO REMOVE DEBRIS AND ENSURE DRAINAGE. SLOPES OF 3:1 OR GREATER SHALL BE STAKED. NATIVE SEEDING PER MNDOT SPECIFICATIONS IN OUTLOT DA TO BE SEDED WITH SEED MIX 33-262 UNLESS NOTED OTHERWISE. PORTIONS OF OUTLOTS B, BA, & EA TO BE SEDED WITH SEED MIX 35-621 PER MNDOT SPECIFICATIONS.
- PROVIDE IRRIGATION TO ALL STREET TREE AND BUFFER LANDSCAPING ON SITE. REAR YARD AND OPEN SPACE PLANTINGS WILL NOT BE IRRIGATED. IRRIGATION SYSTEM TO BE DESIGN/BUILD BY LANDSCAPE CONTRACTOR. LANDSCAPE CONTRACTOR TO PROVIDE SHOP DRAWINGS TO CITY OF LAKE ELMO FOR APPROVAL PRIOR TO INSTALLATION OF IRRIGATION SYSTEM. CONTRACTOR TO PROVIDE OPERATION MANUALS, AS-BUILT PLANS, AND NORMAL PROGRAMMING. SYSTEM SHALL BE WINTERIZED AND HAVE SPRING STARTUP DURING FIRST YEAR OF OPERATION. SYSTEM SHALL HAVE ONE-YEAR WARRANTY ON ALL PARTS AND LABOR. ALL INFORMATION ABOUT INSTALLATION AND SCHEDULING CAN BE OBTAINED FROM THE GENERAL CONTRACTOR.
- REPAIR ALL DAMAGE TO PROPERTY FROM PLANTING OPERATIONS AT NO COST TO OWNER.
- ALL DISTURBED AREAS TO BE SEDED, UNLESS OTHERWISE NOTED. SOD TO BE STANDARD MINNESOTA GROWN AND HARDY BLUEGRASS MIX, FREE OF LAWN WEEDS. ALL TOPSOIL AREAS TO BE RAKED TO REMOVE DEBRIS AND ENSURE DRAINAGE. SLOPES OF 3:1 OR GREATER SHALL BE STAKED. SEED AS SPECIFIED AND PER MN STATE SEED MIX SPECIFICATIONS (SEE SEED MIX TABLES).

Typical Street Tree Planting Detail



Wet Stormwater Native Grass Mix - Outlot DA

Common Name	Scientific Name	Rate (kg/ha)	Rate (lb/ac)	% of Mix (% by wt)	Seeds/ sq ft
big bluestem	<i>Andropogon gerardi</i>	2.24	2.00	5.72%	7.35
fringed brome	<i>Bromus ciliatus</i>	2.24	2.00	5.73%	8.10
bluejoint	<i>Calamagrostis canadensis</i>	0.07	0.06	0.18%	0.40
slender wheatgrass	<i>Elymus trachycalyx</i>	1.12	1.00	2.95%	2.53
Virginia wild rye	<i>Elymus virginicus</i>	1.08	1.00	4.28%	2.31
switchgrass	<i>Panicum virgatum</i>	0.43	0.38	1.07%	1.93
fowl bluegrass	<i>Poa palustris</i>	1.19	1.06	3.03%	50.70
Indian grass	<i>Sorghastrum nutans</i>	0.13	0.12	0.36%	0.55
prairie cordgrass	<i>Sporobolus pectinatus</i>	0.43	0.38	1.07%	0.91
Total Grasses		9.53	8.50	24.29%	80.78
awl-fruited sedge	<i>Carex stipata</i>	0.26	0.25	0.71%	3.10
dark green bulrush	<i>Scirpus atrovirens</i>	0.21	0.19	0.54%	31.70
woolgrass	<i>Scirpus cyperinus</i>	0.07	0.06	0.18%	39.00
Total Sedges and Rushes		0.56	0.50	1.43%	73.80
Canada anemone	<i>Anemone canadensis</i>	0.08	0.07	0.19%	0.20
marsh milkweed	<i>Asclepias incarnata</i>	0.12	0.11	0.32%	0.20
leely beggarlicks	<i>Bidens frondosa</i>	0.12	0.11	0.31%	0.20
flat-topped aster	<i>Dovillingeria umbellata</i>	0.07	0.06	0.17%	1.50
spotted Joe-pye-weed	<i>Eriogonum maculatum</i>	0.07	0.06	0.18%	2.19
goldenrod	<i>Helianthus autumnale</i>	0.15	0.13	0.36%	5.97
obedient plant	<i>Physostegia virginiana</i>	0.08	0.07	0.21%	0.30
stiff coneflower	<i>Rudbeckia laciniata</i>	0.08	0.07	0.21%	0.37
New England aster	<i>Symphoricarpos novae-angliae</i>	0.08	0.07	0.19%	1.56
blue vervain	<i>Verbena hastata</i>	0.06	0.05	0.15%	1.85
golden alexanders	<i>Zizia aurea</i>	0.22	0.20	0.56%	0.79
Total Forbs		1.12	1.00	2.85%	15.13
Oats or winter wheat (see note at beginning of list for recommended dates)		28.02	25.00	71.43%	11.14
Total Cover Crop		28.02	25.00	71.43%	11.14
Totals		39.23	35.00	100.00%	180.85

Purpose: Stormwater pond edges, temporarily flooded dry ponds, and temporarily flooded ditch bottoms.

Planting Area: Tallgrass Aspen Parklands, Prairie Parkland, and Eastern Broadleaf Forest Provinces, Mn/DOT Districts 2(west), 3B, 4, Metro, 6, 7 & 8

Dry Stormwater Native Grass Mix - Outlot DA

Common Name	Scientific Name	Rate (kg/ha)	Rate (lb/ac)	% of Mix (% by wt)	Seeds/ sq ft
big bluestem	<i>Andropogon gerardi</i>	1.68	1.50	3.40%	5.50
American slough grass	<i>Beckmannia syzigachne</i>	1.68	1.50	3.42%	27.60
fringed brome	<i>Bromus ciliatus</i>	1.68	1.50	3.40%	6.05
nodding wild rye	<i>Elymus canadensis</i>	4.48	4.00	9.08%	7.64
slender wheatgrass	<i>Elymus trachycalyx</i>	4.48	4.00	9.10%	10.15
Virginia wild rye	<i>Elymus virginicus</i>	2.80	2.50	5.67%	3.85
switchgrass	<i>Panicum virgatum</i>	0.45	0.40	0.91%	2.05
fowl bluegrass	<i>Poa palustris</i>	1.79	1.60	3.64%	76.50
Indian grass	<i>Sorghastrum nutans</i>	1.68	1.50	3.40%	6.60
Total Grasses		20.74	18.50	42.03%	145.94
marsh milkweed	<i>Asclepias incarnata</i>	0.07	0.06	0.13%	0.10
purple prairie clover	<i>Dalea purpurea</i>	0.10	0.09	0.21%	0.50
Canada tick trefoil	<i>Desmodium canadense</i>	0.10	0.09	0.21%	0.19
ox-eye	<i>Helicopsis helianthoides</i>	0.10	0.09	0.20%	0.20
black-eyed susan	<i>Rudbeckia hirta</i>	0.08	0.07	0.17%	2.49
blue vervain	<i>Verbena hastata</i>	0.11	0.10	0.23%	3.50
Total Forbs		0.56	0.50	1.16%	6.98
Oats or winter wheat (see note at beginning of list for recommended dates)		28.02	25.00	56.82%	11.14
Total Cover Crop		28.02	25.00	56.82%	11.14
Totals		49.32	44.00	100.00%	164.06

Purpose: Temporarily flooded swales in agricultural settings.

Planting Area: Tallgrass Aspen Parklands, Prairie Parkland, and Eastern Broadleaf Forest Provinces, Mn/DOT Districts 2(west), 3B, 4, Metro, 6, 7 & 8

Dry Prairie Seed Mix - Outlots B, BA, EA

Common Name	Scientific Name	Rate (kg/ha)	Rate (lb/ac)	% of Mix (% by wt)	Seeds/ sq ft
side-oats grama	<i>Bouteloua curtipendula</i>	1.27	1.13	10.23%	2.48
blue grama	<i>Bouteloua gracilis</i>	0.75	0.68	6.19%	10.00
kalm's brome	<i>Bromus kalmii</i>	0.35	0.31	2.78%	0.90
nodding wild rye	<i>Elymus canadensis</i>	1.66	1.50	13.51%	2.96
slender wheatgrass	<i>Elymus trachycalyx</i>	1.32	1.18	10.76%	3.00
junegrass	<i>Koeleria macrantha</i>	0.45	0.41	3.71%	30.00
little bluestem	<i>Schizachyrium scoparium</i>	1.69	1.51	13.70%	8.30
sand dropseed	<i>Sporobolus cryptandrus</i>	0.25	0.22	1.98%	18.00
prairie dropseed	<i>Sporobolus heterolepis</i>	0.29	0.26	2.32%	1.50
Total Grasses		8.07	7.20	65.28%	75.04
butterfly milkweed	<i>Asclepias tuberosa</i>	0.07	0.06	0.52%	0.09
whorled milkweed	<i>Asclepias verticillata</i>	0.01	0.01	0.11%	0.05
bird's foot coreopsis	<i>Coreopsis palmata</i>	0.06	0.05	0.50%	0.20
white prairie clover	<i>Dalea candida</i>	0.10	0.09	0.78%	0.60
purple prairie clover	<i>Dalea purpurea</i>	0.17	0.15	1.32%	0.80
ox-eye	<i>Helicopsis helianthoides</i>	0.07	0.06	0.51%	0.13
round-headed bush clover	<i>Lespedeza capitata</i>	0.03	0.03	0.31%	0.10
rough blazing star	<i>Liatris aspera</i>	0.02	0.02	0.17%	0.11
dotted blazing star	<i>Liatris punctata</i>	0.02	0.02	0.23%	0.06
wild bergamot	<i>Monarda fistulosa</i>	0.03	0.03	0.30%	0.85
horsemint	<i>Monarda punctata</i>	0.02	0.02	0.22%	0.80
stiff goldenrod	<i>Oligoneuron rigidum</i>	0.07	0.06	0.59%	0.98
large-flowered beard tongue	<i>Penstemon grandiflorus</i>	0.04	0.04	0.35%	0.20
black-eyed susan	<i>Rudbeckia hirta</i>	0.10	0.09	0.86%	3.20
gray goldenrod	<i>Solidago nemoralis</i>	0.01	0.01	0.14%	1.65
skyblue aster	<i>Symphoricarpos oclerantensis</i>	0.01	0.01	0.06%	0.20
silky aster	<i>Symphoricarpos sericeum</i>	0.02	0.02	0.19%	0.20
bracted spiderwort	<i>Tradescantia bracteata</i>	0.01	0.01	0.12%	0.05
heart-leaved alexanders	<i>Zizia aptera</i>	0.02	0.02	0.21%	0.10
Total Forbs		0.90	0.80	7.49%	10.37
Oats or winter wheat (see note at beginning of list for recommended dates)		3.35	3.00	27.23%	1.33
Total Cover Crop		3.35	3.00	27.23%	1.33
Totals		12.33	11.00	100.00%	86.75

Purpose: Regional dry prairie reconstruction for wetland mitigation, ecological restoration, or conservation program plantings.

Planting Area: Eastern Broadleaf Forest Province excluding Hardwood Hills subsection, Mn/DOT Districts Metro & 6

Latest Revision Date: 09/03/14

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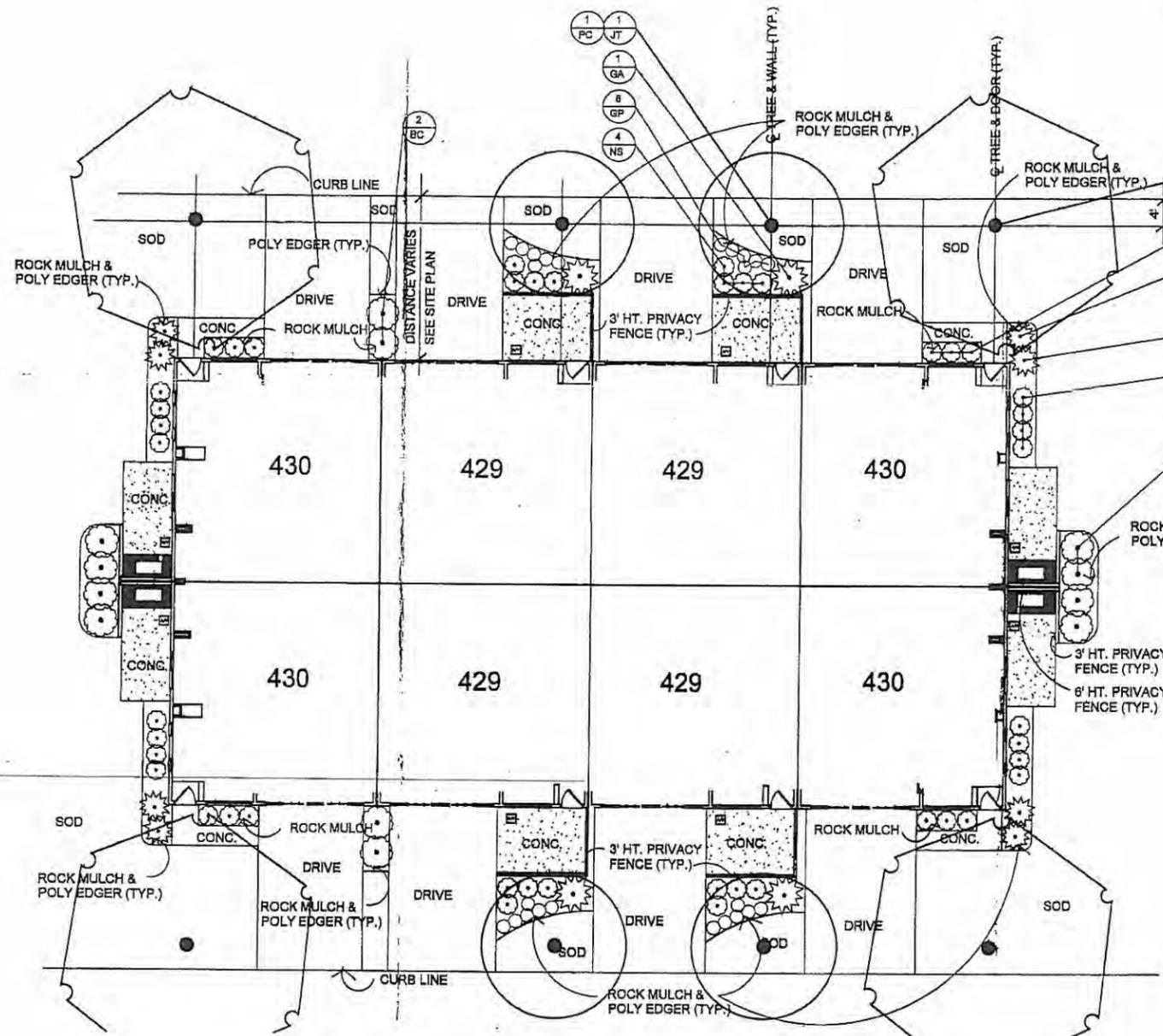
Date: 07/11/14 Sheet: 3 OF 3

Savona 2nd Addition
 Lake Elmo, Minnesota

Final Landscape Details & Notes

Prepared for:

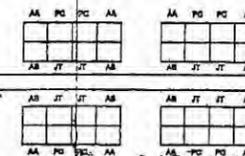
Lennar Corporation
 16305 36th Avenue North Suite 600
 Plymouth, Minnesota 55446



GENERAL NOTES:

- Landscape Contractor shall visit the site prior to submitting bid to become familiar with site conditions.
- It is the responsibility of the contractor to identify all underground cables, conduits, wires, etc. on the property.
- No planting will be installed until all grading and construction has been completed in immediate area.
- If there is a discrepancy between the number of plants shown on the plan and the number of plants shown in the plant list, the number of plants shown on the plan will take precedence.
- All plants shall be of specimen quality. Plants shall have normal, well-developed branch systems, a vigorous fibrous root system; they shall be sound, healthy, vigorous plants free from defects, disfiguring knots, sunscald injuries, abrasions of the bark, plant diseases, insect eggs, borers, and all forms of infestations. All plants shall be nursery grown.
- Repair all damage to property from planting operations at no cost to owner.
- The Landscape contractor shall replace at no charge, any tree, evergreen, or groundcover which fails to live through the first calendar year from the time of final acceptance by the owner. All plants shall be alive and in normal satisfactory growing condition at the end of the guarantee period.
- Three inch deep shredded hardwood bark mulch will be installed under all trees and shrubs that are isolated from ground cover areas and general foundation plantings.
- A three inch layer of 1.5" dia. river rock mulch over landscape weed barrier shall be installed in all shrub foundation areas.
- Tree staking in all areas shall be optional. The landscape contractor shall be responsible for maintaining trees in a straight upright condition for a period of twelve months following installation.
- All perennial/annual plantings shall be mulched with a 2" layer of shredded bark with no landscape weed barrier.
- All poly edger shall be cobra vinyl edging or equal.
- All perennial/annual planting areas shall receive a minimum of an 8" depth of planting soil (1-1-1) mixture.
- Wrapping material shall be first quality, heavy, waterproof shape paper manufactured for this purpose. Trees shall be wrapped prior to 12/1 and removed after 8/1.
- All plant locations, species, quantities and sizes subject to site conditions, soils and availability.
- Landscape Contractor to become familiar with and comply with all policies and procedures of Owner's SWPPP (Storm Water Pollution Prevention Plan).
- All shrubs to be installed a minimum distance of 24" from the foundation of any building.

NOTE: THE PLANT LISTS BELOW INDICATE 2 OPTIONS FOR TREES FOR EACH STYLE OF UNIT. TREES SHOULD BE PRICED AND INSTALLED SO THAT DECIDUOUS TREES ARE ALL THE SAME VARIETY OF SHADE OR ORNAMENTAL ON THE SAME SIDE OF THE BUILDING AND SHOULD BE THE SAME AS THE TREES OPPOSITE OF THEM ACROSS THE STREET. SEE DIAGRAM FOR EXAMPLE OF LAYOUT.



PLANT LIST - #430 (END) UNIT

TREES:

Key	Qty.	Common Name	Scientific Name	Size	Cont.
AA	1	Ash, Autumn Purple	<i>Fraxinus americana</i> 'Autumn Purple'	2.5" cal.	BB
		OR			
AB	1	Maple, Autumn Blaze	<i>Acer x freemanii</i> 'Jeffersred'	2.5" cal.	BB

DECIDUOUS SHRUBS:

Key	Qty.	Common Name	Scientific Name	Size	Cont.
BC	3	Chokeberry, Glossy Black	<i>Aronia melanocarpa elata</i>	#10	Pot
GC	3	Currant, Greenmound	<i>Ribes alpinum</i> 'Green Mound'	#5	Pot
DS	3	Spiraea, Neon Flash	<i>Spiraea japonica</i> 'Neon Flash'	#5	Pot

EVERGREEN SHRUBS:

Key	Qty.	Common Name	Scientific Name	Size	Cont.
RA	1	Arborvitae, Rushmore	<i>Thuja occidentalis</i> 'Rushmore'	4' ht.	BB
BJ	1	Juniper, Blue Star	<i>Juniperus squamata</i> 'Blue Star'	#5	Pot

PLANT LIST - #429 (INTERIOR) UNIT

ORNAMENTAL TREES:

Key	Qty.	Common Name	Scientific Name	Size	Cont.
JT	1	Lilac, Japanese Tree	<i>Syringa reticulata</i>	2.5" cal.	BB
		OR			
PC	1	Crabapple, Prairifire	<i>Malus</i> 'Prairifire'	2.5" cal.	BB

DECIDUOUS SHRUBS:

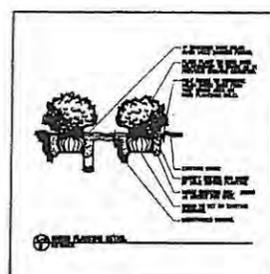
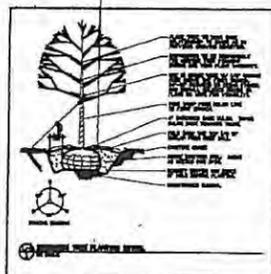
Key	Qty.	Common Name	Scientific Name	Size	Cont.
NS	4	Spiraea, Neon Flash	<i>Spiraea japonica</i> 'Neon Flash'	#5	Pot
BC	1	Chokeberry, Glossy Black	<i>Aronia melanocarpa elata</i>	#10	Pot

EVERGREEN SHRUBS:

Key	Qty.	Common Name	Scientific Name	Size	Cont.
GA	1	Arborvitae, Techy Globe	<i>Thuja occidentalis</i> 'Techy Globe'	#7	Pot

PERENNIAL FLOWERS:

Key	Qty.	Common Name	Scientific Name	Size	Cont.
GP	6	Geranium, Philippe Vapelle	<i>Geranium</i> 'Philippe Vapelle'	#1	Pot



ARTEKA Companies
 Landscape Development
 Landscape Maintenance
 Design - Build

8810 13th Avenue East Shakopee, MN 55379
 Phone 952-934-2000 Fax 952-934-4227

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

Date: 6/8/06
 Drawn By: VJR

Revisions
 1. 6/12/06
 2. 6/20/06
 3. 9/1/06

Project Name:
 Project Location:

Sheet Title
**COLONIAL FOUNDATION
 PLANTING PLAN**

North Arrow

Scale
 1" = 10'

Sheet No.
L1

Registration

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

Date: _____ Reg. No. _____

Date 4/13/07
Drawn By VJR

Revisions

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.

Project Name

Project Location

Sheet Title

COLONIAL ROW HOME
PLANTING PLAN

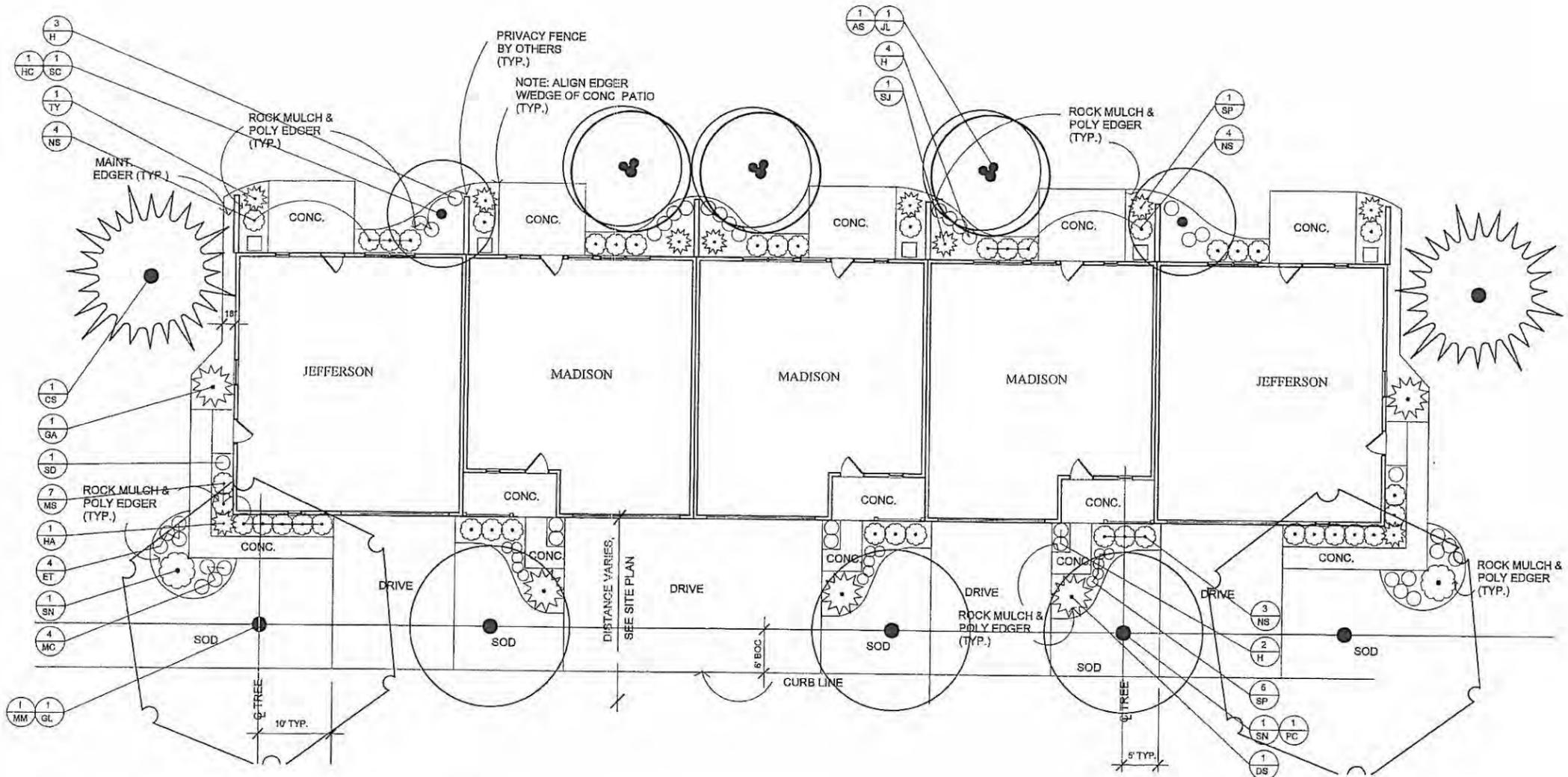


North Arrow

Scale 1/8" = 1'-0"

Sheet No.

L1



PLANT LIST - JEFFERSON END UNIT ONLY

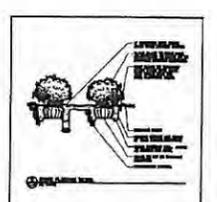
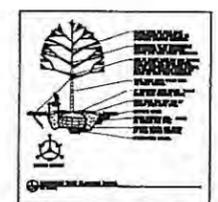
Key	Qty.	Common Name	Scientific Name	Size	Cont.
OVERSTORY TREES:					
GL	1	Linden, Glenleven	<i>Tilia x flavescens 'Glenleven'</i>	2.5" cal.	BB
MM	1	Maple, Marmo	<i>Acer x freemanii 'Marmo'</i>	2.5" cal.	BB
ORNAMENTAL TREES:					
HC	1	Crabapple, Harvest Gold	<i>Malus 'Harozam'</i>	1.5" cal.	BB
SC	1	Crabapple, Spring Snow	<i>Malus 'Spring snow'</i>	1.5" cal.	BB
CONIFER TREES:					
CS	1	Spruce, Colorado	<i>Picea pungens</i>	6" ht.	BB
DECIDUOUS SHRUBS:					
SN	1	Ninebark, Summer Wine	<i>Physocarpus opulifolius 'Summer Wine'</i>	#5	pot
NS	4	Spiraea, Neon Flash	<i>Spiraea japonica 'Neon Flash'</i>	#5	pot
MS	7	Spiraea, Magic Carpet	<i>Spiraea japonica 'Magic Carpet'</i>	#5	pot
EVERGREEN SHRUBS:					
HA	1	Arborvitae, Holmstrup	<i>Thuja occidentalis 'Holmstrup'</i>	4'	BB
GA	1	Arborvitae, Techny Globe	<i>Thuja occidentalis 'Techny Globe'</i>	#7	pot
TY	1	Yew, Taunton Spreading	<i>Taxus media 'Taunton'</i>	#5	pot
PERENNIAL FLOWERS:					
SD	1	Daylily, Stella De Oro	<i>Hemerocallis stella d'oro</i>	#1	pot
H	3	Hosta, Frances Williams	<i>Hosta 'Frances Williams'</i>	#1	pot
MC	4	Columbine, McKana hybrids	<i>Anuloclis 'McKana'</i>	#1	pot
ET	4	Coneflower, Big Sky Twilight	<i>Echinacea x Big Sky 'Twilight'</i>	#1	pot

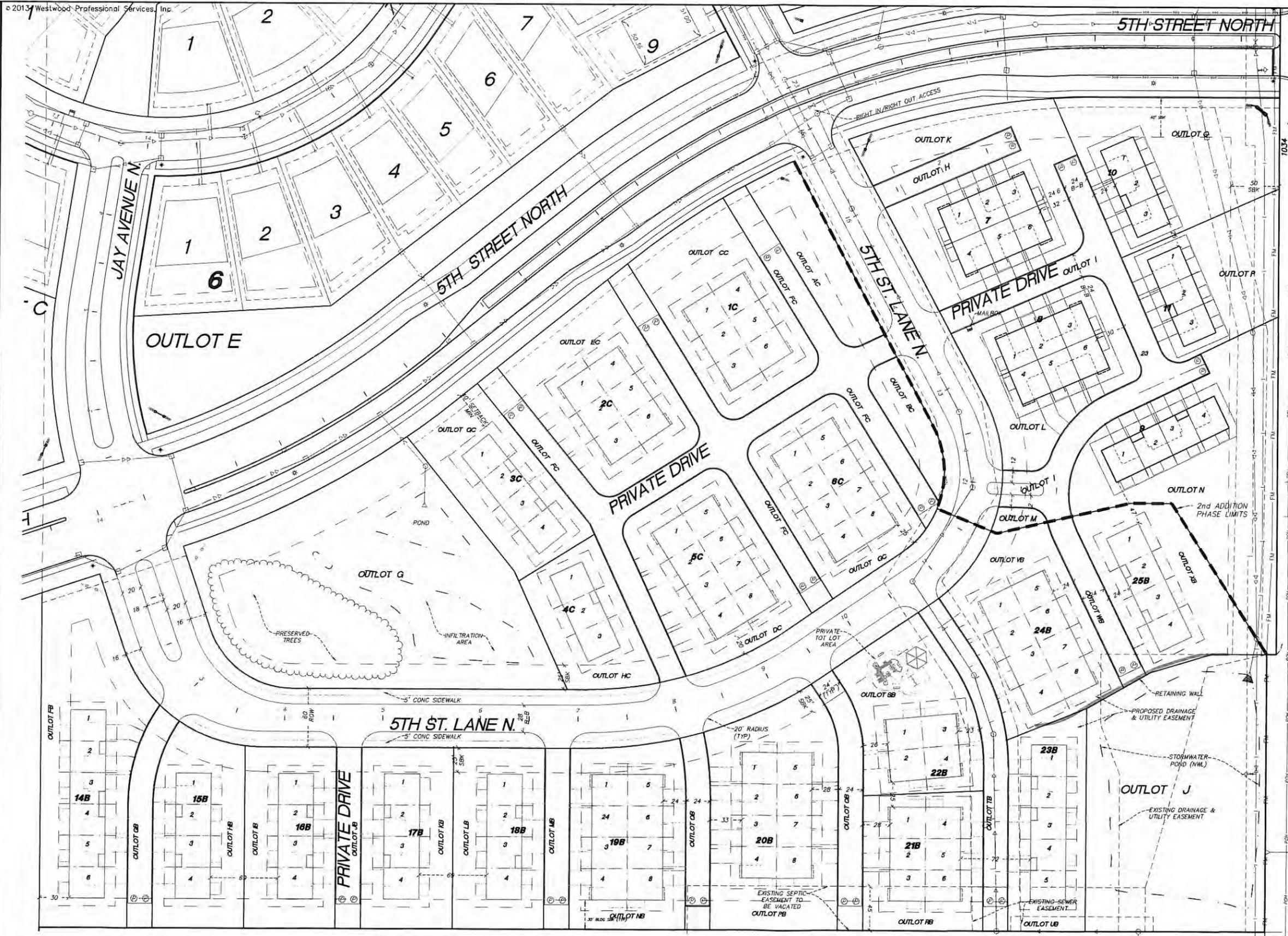
PLANT LIST - MADISON INTERIOR UNIT ONLY

Key	Qty.	Common Name	Scientific Name	Size	Cont.
ORNAMENTAL TREES:					
JL	1	Lilac, Jap Tree	<i>Syringa reticulata</i>	1.5" cal.	BB
AS	1	Serviceberry, Autumn Brilliance	<i>Amelanchier x grandiflora 'Autumn Brilliance'</i>	6" ht.	BB
DECIDUOUS SHRUBS:					
NS	4	Spiraea, Neon Flash	<i>Spiraea japonica 'Neon Flash'</i>	#5	pot
EVERGREEN SHRUBS:					
SJ	1	Juniper, Sea Green	<i>Juniperus chinensis 'Sea Green'</i>	#5	pot
DS	1	Spruce, Dwarf Globe Blue Spruce	<i>Picea pungens 'Glauca Globosa'</i>	#5	pot
PERENNIAL FLOWERS:					
H	4	Hosta, Frances Williams	<i>Hosta 'Frances Williams'</i>	#1	pot
SP	5	Sedum, Purple Emperor	<i>Sedum 'Purple Emperor'</i>	#1	pot

GENERAL NOTES:

1. Landscape Contractor shall visit the site prior to submitting bid to become familiar with site conditions.
2. It is the responsibility of the contractor to identify all underground cables, conduits, wires, etc. on the property.
3. No planting will be installed until all grading and construction has been completed in immediate area.
4. If there is a discrepancy between the number of plants shown on the plan and the number of plants shown in the plant list, the number of plants shown on the plan will take precedence.
5. All plants shall be of specimen quality. Plants shall have normal, well-developed branch systems, a vigorous fibrous root system; they shall be sound, healthy, vigorous plants free from defects, disfiguring knots, sunscald injuries, abrasions of the bark, plant diseases, insect eggs, borers, and all forms of infestations. All plants shall be nursery grown.
6. Repair all damage to property from planting operations at no cost to owner.
7. The Landscape contractor shall replace at no charge, any tree, evergreen, or groundcover which fails to live through the first calendar year from the time of final acceptance by the owner. All plants shall be alive and in normal satisfactory growing condition at the end of the guarantee period.
8. Three inch deep shredded hardwood bark mulch will be installed under all trees and shrubs that are isolated from ground cover areas and general foundation plantings.
9. A three inch layer of 1.5" dia. buff rock mulch over landscape weed barrier shall be installed in all shrub foundation areas.
10. Tree guying in all areas shall be optional. The landscape contractor shall be responsible for maintaining trees in a straight upright condition for a period of twelve months following installation.
11. All poly edger shall be cobra vinyl edging or equal.
12. All perennial/annual planting areas shall receive a minimum of an 8" depth of planting soil (1-1-1) mixture.
13. Wrapping material shall be first quality, heavy, waterproof crepe paper manufactured for this purpose. Trees shall be wrapped prior to 12/1 and removed after 5/1.
14. All plant locations, species, quantities and sizes subject to site conditions, soils and availability.
15. Landscape Contractor to become familiar with and comply with all policies and procedures of Owner's SWPPP (Storm Water Pollution Prevention Plan).
16. All shrubs to be installed a minimum distance of 24" from the foundation of any building.

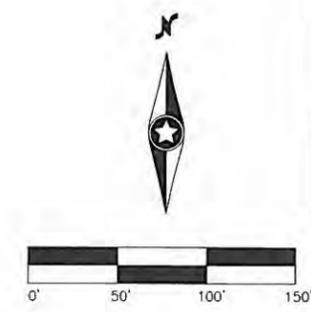
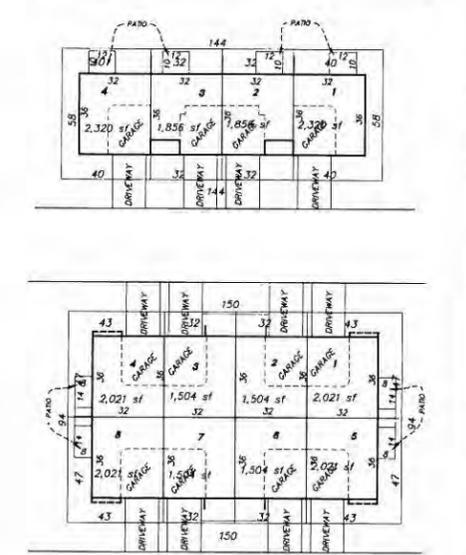




Proposed Multi-Family Development Standards

Site Area per Unit:	
Required Site Area per unit	4,000 sf
Provided Gross Site Area per unit	7,426 sf
Impervious Coverage:	
Maximum Impervious Coverage	50%
Proposed Impervious Coverage (Overall Block 7A, 14A & 15A)	43%
Open Space Requirements:	
Required Open Space Per unit	500 sf
Provided Open Space Per unit (Outlot G & Common Lots 23, 36 & 63 /122 un)	1,845 sf
Proposed Setbacks (minimums):	
Internal ROW:	25'
Keats Ave:	50' to structures
5th Street Collector:	40' to structures
Adjacent Property:	30'
Separation - Building to Building:	25' typ
Private Drive Street Width:	24' typ (bb)
Private Driveway Length:	22' min, 24' typical
Min. blgd setback to private street (side):	20' min
Off-street Guest Parking provided:	0.25 per unit x 122 un = 30 stalls

Typical Multi-Family Lot Details



NOT FOR CONSTRUCTION

Westwood
 Westwood Professional Services, Inc.
 7899 Anagram Drive
 Eden Prairie, MN 55444
 PHONE 952-937-5150
 FAX 952-937-5822
 TOLL FREE 1-888-937-5150
 www.westwoodps.com

I hereby certify that this plan was prepared by me or under my direct supervision and that I am a duly licensed PROFESSIONAL ENGINEER under the laws of the State of Minnesota.
 Revisions:
 6-0-14 REV PLAN
 Ryan M. Bluhm
 Date: 7/30/14 License No. 41257

Designed: CLM
 Checked: RMB
 Drawn: CLM
 Record Drawing by/date:

Prepared for:

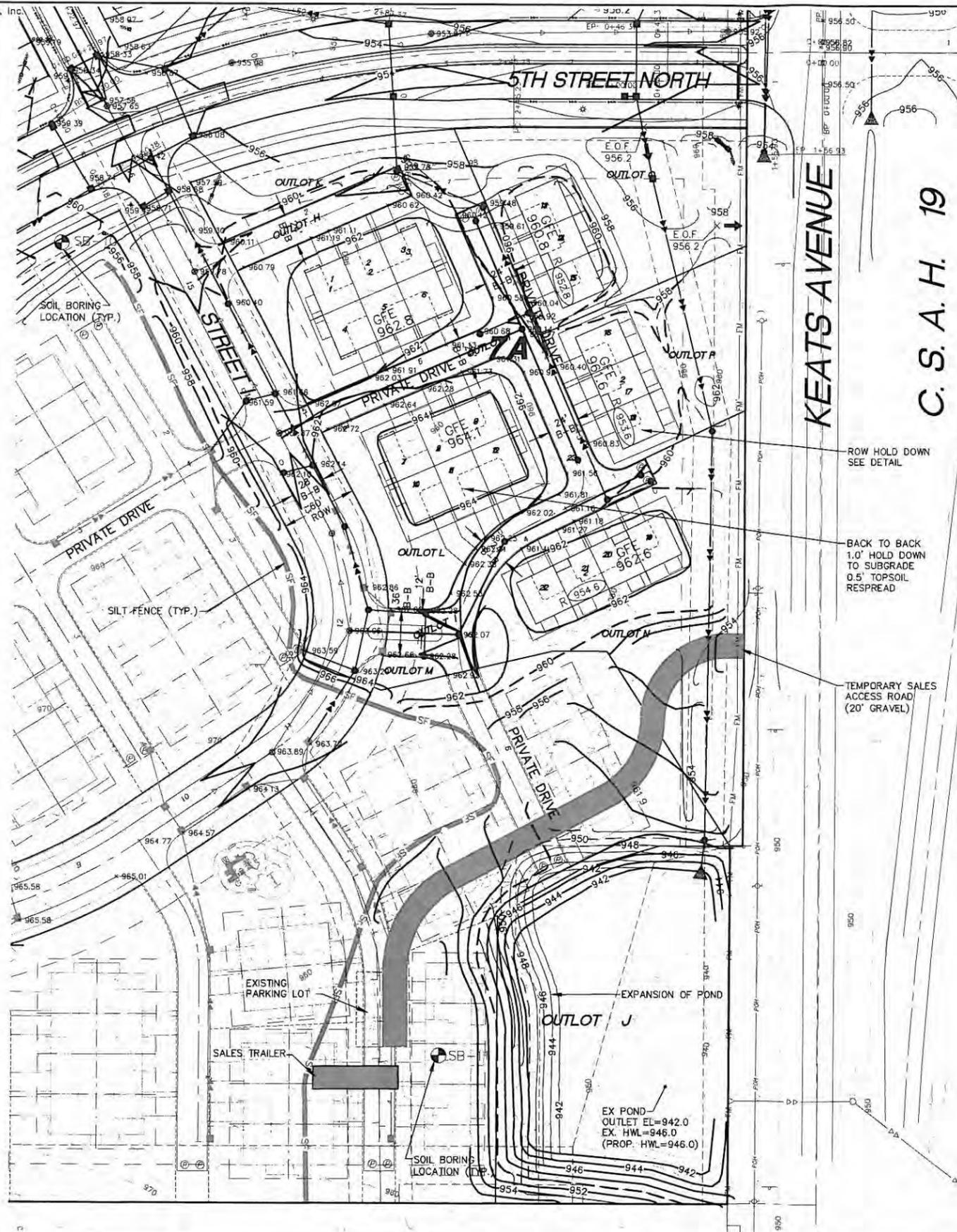
Lennar Corporation
 16305 36th Avenue North Suite 600
 Plymouth, Minnesota, 55446

Savona 2nd Addition
 Lake Elmo, Minnesota

Date: 7/30/14 Sheet 1 OF 1

Final Site Plan -
 Townhome Area

0000565 025PF01a.dwg

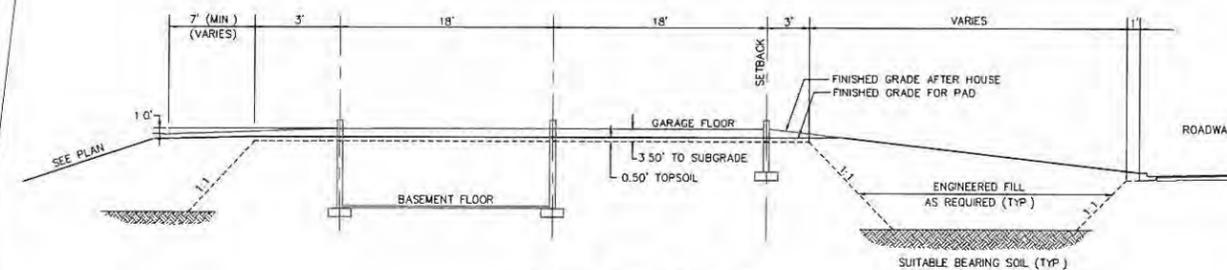


GENERAL NOTES:

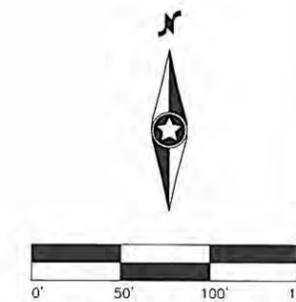
- ALL CONTOURS AND SPOT ELEVATIONS ARE SHOWN TO FINISHED SURFACE/GUTTER GRADES UNLESS OTHERWISE NOTED.
 - REFER TO THE SITE PLAN/RECORD PLAT FOR MOST CURRENT HORIZONTAL SITE DIMENSIONS AND LAYOUT.
 - THE CONTRACTOR SHALL VERIFY THE LOCATION AND ELEVATION OF EXISTING UTILITIES AND TOPOGRAPHICAL FEATURES WITH THE OWNERS AND FIELD-VERIFY PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER OF ANY DISCREPANCIES OR VARIATIONS FROM PLAN.
- * SEE SAVONA FINAL GRADING PLAN SHEET 7 FOR CITY OF LAKE ELMO STANDARD PLAN NOTES FOR GRADING AND EROSION CONTROL.

LEGEND:

- DENOTES SOIL BORING
- DENOTES SILT FENCE
- DENOTES HEAVY DUTY SILT FENCE
- DENOTES EXISTING CONTOURS
- DENOTES PROPOSED CONTOURS
- DENOTES PROPOSED INTERIM CONTOURS
- DENOTES FUTURE STORM SEWER
- DENOTES EXISTING STORM SEWER
- DENOTES PROPOSED STORM SEWER
- DENOTES PROPOSED DRAIN TILE
- DENOTES EXISTING TREE LINE
- DENOTES EXISTING SPOT ELEVATION
- DENOTES PROPOSED SPOT ELEVATION
- DENOTES BIO-ROLL EROSION CHECKS
- DENOTES EMERGENCY OVERFLOW ELEVATION
- DENOTES TREE PRESERVATION FENCING
- 3:1 SLOPE STABILIZATION EROSION CONTROL BLANKET

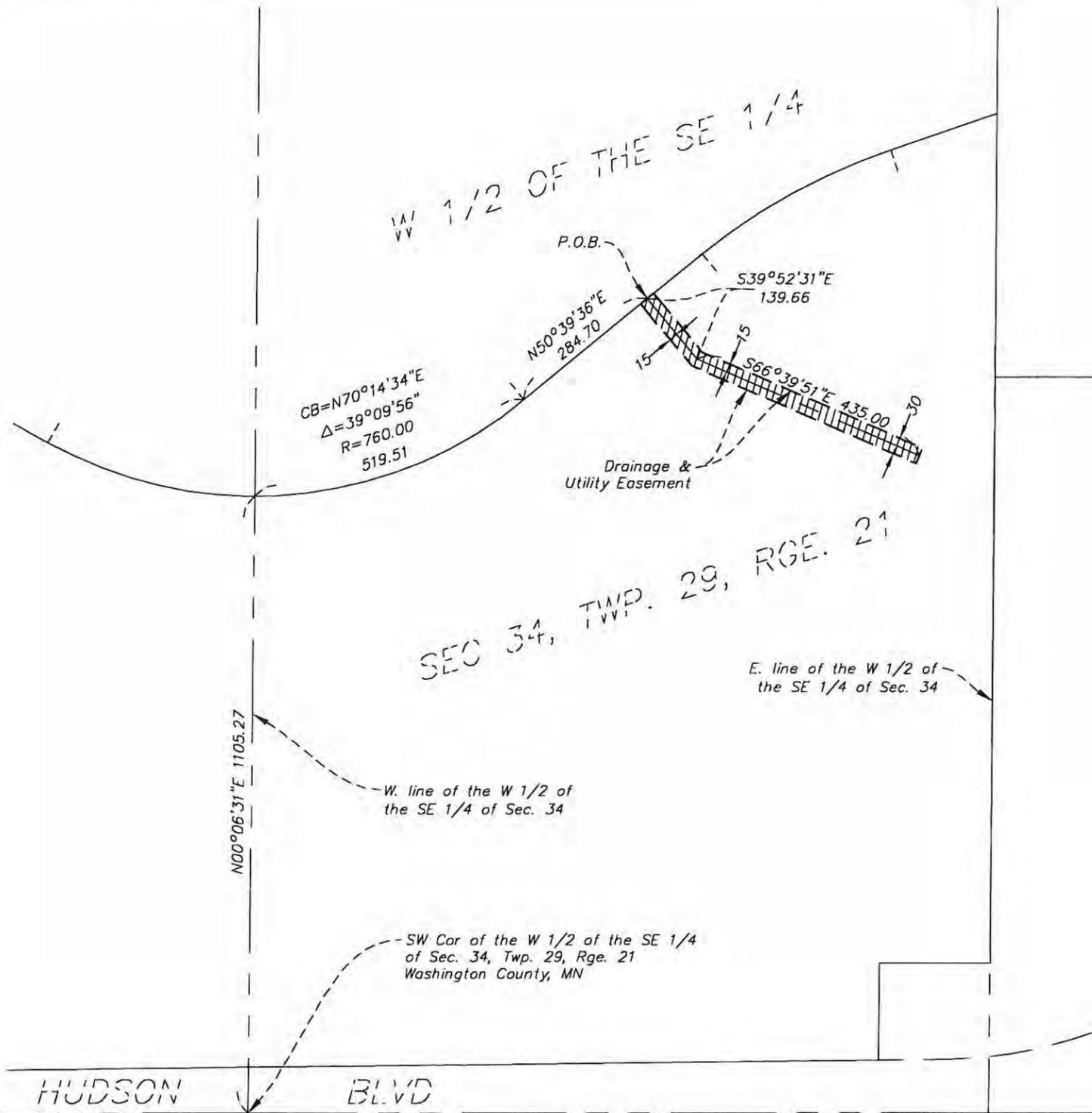


ROW RAMBLER (R)
 N.T.S.



Latest Revision Date: 08/08/14

Date: 05/15/14 Sheet: 1 OF 1



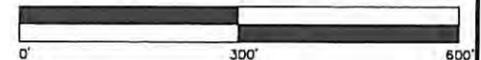
Drainage & Utility Easement:

A 30.00 Drainage & Utility Easement lying over, under and across that part of the West Half of the Southeast Quarter of Section 34, Township 29, Range 21, Washington County, Minnesota, the centerline of which is described as follows:

Commencing at the southwest corner of said West Half of the Southeast Quarter of Section 34; thence North 00 degrees 06 minutes 31 seconds East, assumed bearing along the west line of said West Half of the Southeast Quarter, a distance of 1105.27 feet; thence northeasterly along a non-tangential curve concave to the northwest having a central angle of 39 degrees 09 minutes 56 seconds, a radius of 760.00 feet for an arc distance of 519.51 feet, the chord of said curve bears North 70 degrees 14 minutes 34 seconds East; thence North 50 degrees 39 minutes 36 seconds East, tangent to said curve a distance of 284.70 feet to the point of beginning of the centerline to be described; thence South 39 degrees 52 minutes 31 seconds East, a distance of 139.66 feet; thence South 66 degrees 39 minutes 51 seconds East, a distance of 435.00 feet and said centerline there terminating.

The sidelines of said easement are to be prolonged shortened to terminate at a line bearing North 50 degrees 39 minutes 36 seconds East from said point of beginning.

Area: 17,240 sf or 0.40 acres



Date: 8/06/2014 Sheet: 1 OF 1
000056SE.SF02.dwg

Westwood
Westwood Professional Services, Inc.
7699 Anagram Drive
Eden Prairie, MN 55344
PHONE 952-937-5150
FAX 952-937-5822
TOLL FREE 1-888-937-5150
www.westwoodps.com

Checked: CWM
Drawn: SRS
Record Drawing by/date:

Prepared for:

Lennar
Plymouth, Minnesota

**Savona
Phase II**
Lake Elmo, Minnesota

**Drainage & Utility
Easement**

PERMANENT PUBLIC STREET EASEMENT AGREEMENT

THIS PERMANENT PUBLIC STREET EASEMENT AGREEMENT shall be effective as of the date that the last party executes this Agreement, is made by and between **DPS-Lake Elmo, LLC**, a Minnesota limited liability company, hereinafter referred to as the “Owner,” and the **City of Lake Elmo**, a Minnesota municipal corporation, hereinafter referred to as the “City.”

The Owner owns the real property situated within Washington County, Minnesota as described on the attached **Exhibit A** (hereinafter “Owner’s Property”).

The Owner in consideration of one dollar (\$1.00) and other good and valuable consideration does hereby grant and convey to the City, its successors and assigns, the following:

1. **A permanent easement for public street, road, highway purposes; utility and drainage purposes; including all rights of a “drainage easement” and an “utility easement” as defined by Minn. Stat. § 505.01, Subd. 3(b) and 3(j); and, all such purposes ancillary, incident or related thereto** (hereinafter “Permanent Easement”) under, over, across, through and upon that real property identified and legally described on **Exhibit B**, (hereinafter the “Permanent Easement Area”) attached hereto and incorporated herein by reference.

The Permanent Easement rights granted herein are forever and shall include, but not be limited to, the construction, maintenance, inspection, repair and replacement of any public street, road, highway, sanitary sewer, storm sewer, storm sewer ponds, rain gardens, water mains, any utilities, underground pipes, conduits, other utilities and mains, and all facilities and improvements ancillary, incident or related thereto, under, over, across, through and upon the Permanent Easement Area.

EXEMPT FROM STATE DEED TAX

The rights of the City also include the right of the City, its contractors, agents and servants:

- a.) to enter upon the Permanent Easement Area at all reasonable times for the purposes of construction, reconstruction, inspection, repair, replacement, grading, sloping, and restoration relating to the purposes of this Permanent Easement; and

- b.) to maintain the Permanent Easement Area, any City improvements and any underground pipes, conduits, or mains, together with the right to excavate and refill ditches or trenches for the location of such ponds, rain gardens, pipes, conduits or mains; and
- c.) to remove from the Permanent Easement Area trees, brush, herbage, aggregate, undergrowth and other obstructions interfering with the location, construction and maintenance of the pipes, conduits, or mains and to deposit earthen material in and upon the Permanent Easement Area; and
- d.) to remove or otherwise dispose of all earth or other material excavated from the Permanent Easement Area as the City may deem appropriate.
- e.) to prohibit obstructions or interference with its use of the Easement Area.

The City shall not be responsible for any costs, expenses, damages, demands, obligations, penalties, attorneys' fees and losses resulting from any claims, actions, suits, or proceedings based upon a release or threat of release of any hazardous substances, petroleum, pollutants, and contaminants which may have existed on, or which relate to the Permanent Easement Area or the Owner's Property prior to the date hereof.

Nothing contained herein shall be deemed a waiver by the City of any governmental immunity defenses, statutory or otherwise. Further, any and all claims brought by the Owner, its successors or assigns, shall be subject to any governmental immunity defenses of the City and the maximum liability limits provided by Minnesota Statute, Chapter 466.

The Owner, for itself and its successors and assigns, does hereby warrant to and covenant with the City, its successors and assigns, that it is well seized in fee of the Owner's Property described on Exhibit A, and the Permanent Easement Area described on Exhibit B, and has good right to grant and convey the Permanent Easement herein to the City. In addition, the Owner, for itself and its successors and assigns, does hereby warrant to and covenant with the City, its successors and assigns, the right of after acquired title to the Permanent Easement granted and conveyed in this Agreement provided that the Owner receives title to all or part of the Permanent Easement Area after the recording of this Agreement.

This Permanent Public Street Easement Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

IN TESTIMONY WHEREOF, the Owner and the City have caused this Permanent Public Street Easement Agreement to be executed as follows:

Owner:

DPS-Lake Elmo, LLC, a Minnesota limited liability company

Signature: _____

Print Name: _____

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this ____ day of _____, 2014, by Alan J. Dale, the Chief Manager of DPS – Lake Elmo, LLC, a Minnesota limited liability company, on behalf of the limited liability company.

Notary Public

EXHIBIT A
LEGAL DESCRIPTION OF OWNER'S PROPERTY

That part of the East Half of the Southwest Quarter and that part of the West Half of the Southeast Quarter, both in Section 24, Township 29, Range 21, Washington County, Minnesota, described as follows:

Commencing at the West Quarter corner of said Section 34; thence South 00 degrees 00 minutes 40 seconds East, along the west line of said Section 34, a distance of 472.55 feet; thence North 89 degrees, 57 minutes 32 seconds East, a distance of 1315.91 feet to the west line of said East Half of the Southwest Quarter; thence south 00 degrees 02 minutes 55 seconds West, along said west line a distance of 714.99 feet to the point of beginning; thence south 89 degrees 55 minutes 22 seconds West, a distance of 212.38 feet; thence southeasterly along a tangential curve concave to the southwest having a central angle of 29 degrees 05 minutes 37 seconds, a radius of 1100.00 feet for an arc distance of 558.56 feet; thence South 60 degrees 59 minutes 01 seconds East, tangent to said curve, a distance of 224.27 feet; thence southeasterly along a tangential curve concave to the north, having a central angle of 68 degrees 21 minutes 23 seconds, a radius of 760.00 feet for an arc distance of 906.71 feet; thence North 50 degrees 39 minutes 36 seconds East, a distance of 410.97 feet; thence northeasterly along a tangential curve concave to the southeast, having a central angle of 20 degrees 49 minutes 17 seconds, a radius of 1060.00 feet for an arc distance of 385.20 feet; thence North 71 degrees 28 minutes 52 seconds East, tangent to said curve, a distance of 202.22 feet to the east line of said West Half of the Southeast Quarter; thence South 00 degrees 01 minutes 13 seconds West, along said east line a distance of 1517.53 feet to a line parallel with a distant 217.80 feet north of the north right of way line of Highway No. 12; thence South 89 degrees 54 minutes 16 seconds West, along said parallel line, a distance of 200.00 feet to a line parallel with and distant 200.00 feet west of said east line of the West Half of the Southeast Quarter; thence South 00 degrees 01 minutes 13 seconds West, along said parallel line, a distance of 173.18 feet to the north line of Minnesota Department of Transportation Right of Way Plat No. 82-43; thence South 89 degrees 18 minutes 12 seconds West, along said north line a distance of 1875.94 feet; thence continuing along said north line south 89 degrees 53 minutes 55 seconds west, a distance of 230.61 feet to the east line of the West 333.00 feet of said East Half of the Southwest Quarter; thence North 00 degrees 02 minutes 55 seconds east along said east line a distance of 599.99 feet to the north line of the South 675.00 feet of said East Half of the Southwest Quarter; thence south 89 degrees 53 minutes 57 seconds West, along said north line a distance of 333.00 feet to said west line of the East Half of the Southwest Quarter; thence north 00 degrees 02 minute 55 seconds East, along said west line a distance of 958.38 feet to the point of beginning.

EXHIBIT B
LEGAL DESCRIPTION AND DEPICTION OF
THE PERMANENT EASEMENT AREA

(See Attached)



MAYOR & COUNCIL COMMUNICATION

DATE: September 16, 2014

REGULAR

ITEM #

21

AGENDA ITEM: Savona 2nd Addition Developer's Agreement

SUBMITTED BY: Kyle Klatt, Community Development Director

THROUGH: Dean Zuleger, City Administrator

REVIEWED BY: Jack Griffin, City Engineer
Dave Synder, City Attorney
Nick Johnson, City Planner

POLICY RECCOMENDER: Staff is recommending that the City Council approve a developer's agreement associated with the Savona 2nd Addition residential development. The agreement has been drafted based on a model agreement previously reviewed by the Council and the agreement that was executed for the first phase of Savona.

FISCAL IMPACT: Direct Payments to Developer – None: there are no City payments for oversizing of utilities or for other reasons included in the agreement. Future financial impacts include maintenance of streets, trails, sanitary sewer mains, watermains and other public infrastructure, maintenance of storm water ponding areas (after three years), maintenance of the 5th Street boulevard landscaping, monthly lease payments for street lights (estimated at \$111 for 16 lights), future park land improvements, and other public financial responsibilities typically associated with a new development.

SUMMARY AND ACTION REQUESTED: The City Council is being asked to authorize execution of a developer's agreement related to the Savona 2nd Addition final plat. The attached agreement has been previously reviewed by the City Attorney and City Engineer, and all recommend changes specific to the Savona project have been incorporated into the document as

drafted. There are a few items in the list of construction cost estimates that need to be provided by the developer, but these can easily be incorporated into the document before it is signed by the City. This agreement must be executed before any construction activity, outside of the previously authorized grading work, may proceed on the site. The recommended motion to take action on the request is as follows:

“Move to adopt Resolution No. 2014-77 approving the developer’s agreement for Savona 2nd Addition”

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

- That all improvements to be completed by October 31, 2015.
- That the developer provide a letter of credit in the amount of 125% of the total cost of the proposed improvements. The developer needs to submit cost estimates for a few additional improvements, the estimates provided to date indicate that the letter of credit will be a at least \$2,056,614.25 for the project.
- That the developer provide a cash deposit of \$461,032 for SAC and WAC charges, engineering administration, one year of street light operating costs, and other City fees, but not including park land dedication fees, which were paid as part of the first addition).

The proposed project does not include any specific City payments for utility oversizing or other reasons. The City Engineer has not approved the final construction plans for the project, and no work will be allowed to commence on the site until these plans are approved by the City.

BACKGROUND INFORMATION (SWOT):

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

Execution of the developer’s agreement and compliance with all conditions in the agreement will allow the developer to record the Savona 2nd Addition Final Plat.

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

Opportunities: The proposed improvements will extend the road system and public utilities presently being constructed in the first phase of Savona.

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

RECOMMENDATION: Based on the above Staff report, Staff is recommending that the City Council approve the Developer's Agreement for Savona 2nd Addition and that the Council direct the Mayor and Staff to execute this document once the final construction cost estimates have been provided. The suggested motion to adopt the Staff recommendation is as follows:

“Move to adopt Resolution No. 2014-77 approving the developer's agreement for Savona 2nd Addition”

ATTACHMENTS:

1. Resolution No. 2014-77
2. Savona Developer's Agreement – Final Draft

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

RESOLUTION NO. 2014-77

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

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

WHEREAS, U.S. Home Corporation (d/b/a Lennar), 16305 36th Avenue North, Suite 600, Plymouth, MN ("Applicant") has previously submitted an application to the City of Lake Elmo ("City") for a Final Plat for Savona 2nd Addition; and

WHEREAS, the Lake Elmo City Council considered and approved the Preliminary Plat request for Savona at a meeting held on August 6, 2013; and

WHEREAS, The Lake Elmo City Council adopted Resolution No. 2014-076 on September 16, 2014 approving the Final Plat for Savona; and

WHEREAS, Condition (2) of said Resolution No. 2014-076 establishes that, prior to the execution of the Final Plat by City officials, the Applicant is to enter into a Developer's Agreement with the City; and

WHEREAS, the Applicant and City have agreed to enter into such a contract, and a copy of the Developer's Agreement was submitted to the City Council for consideration at its September 16, 2014 meeting.

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

Passed and duly adopted this 16th day of September 2014 by the City Council of the City of Lake Elmo, Minnesota.

Mike Pearson, Mayor

ATTEST:

Adam Bell, City Clerk

(reserved for recording information)

DEVELOPMENT CONTRACT

(Public sewer and water)

Savona 2nd Addition

AGREEMENT dated _____, 2014, by and between the **CITY OF LAKE ELMO** a Minnesota municipal corporation ("City"), and U.S. Home Corporation, d/b/a Lennar (the "Developer").

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

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

3. RIGHT TO PROCEED. Unless separate written approval has been given by the City, within the plat or land to be platted, the Developer may not grade or otherwise disturb the earth, remove trees, construct sewer lines, water lines, streets, utilities, public or private improvements, or any buildings until all the following conditions have been satisfied: 1) this agreement has been fully executed by both

parties and filed with the City Clerk, 2) the necessary security has been received by the City, 3) the plat and required homeowner's association documents have been recorded with the Washington County Recorder's Office, and 4) the City's Community Development Director has issued a letter that all conditions have been satisfied, a preconstruction conference has been held, and that the Developer may proceed.

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

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

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

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

Comment [L1]: Given the size of the development and the nature of phasing, we will need more than 2 years to final plat and subdivide the entire community.

Plan A – Final Plat

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

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

Plan D – Final Landscape Plan

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

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

The improvements shall be installed in accordance with the City subdivision ordinance and the City's Engineering Design and Construction Standards Manual and pursuant to the direction of the City Engineer. The Developer shall submit plans and specifications which have been prepared by a competent registered professional engineer to the City for approval by the City Engineer. The Developer shall instruct its engineer to provide adequate field inspection personnel to assure an acceptable level of quality control to the extent that the Developer's engineer will be able to certify that the construction work meets the approved City standards as a condition of City acceptance. In addition, the City may, at the City's discretion and at the Developer's expense, have one or more City inspectors and a soil engineer inspect the work on a full or part-time basis. The Developer's engineer shall provide for on-site project management. The Developer's engineer is responsible for design changes and contract administration between the Developer

and the Developer's contractor. The Developer or his engineer shall schedule a pre-construction meeting at a mutually agreeable time at the City Hall with all parties concerned, including the City staff, to review the program for the construction work.

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

9. CITY ENGINEERING ADMINISTRATION AND CONSTRUCTION

OBSERVATION. Prior to the commencement of any construction activity authorized under this agreement, the Developer shall submit an escrow for City Engineering Administration and Construction Observation in an amount provided under paragraph 36. Summary of Cash Requirements. Thereafter, the Developer shall reimburse the City each month, within 30 days of receiving an invoice, for all engineering administration and construction observation performed during the construction of the plat. After 30 days of the invoice, the City may draw upon the escrow and stop the work on site until said escrow has been replenished in its full amount. City engineering administration will include monitoring of construction progress and construction observation, consultation with Developer and his engineer on status or problems regarding the project, coordination for testing, final inspection and acceptance, project monitoring during the warranty period, and processing of requests for reduction in security. Construction observation may be performed by the City's in-house staff or consulting engineer. Construction observation shall include, at the discretion of the city, part or full time inspection of proposed public utilities and street construction. Services will be billed on an hourly basis.

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

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 25% ownership interest or in which they are an officer or director may not act as contractors or subcontractors for the public improvements identified in Paragraph 8 above.

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

- A. Right-of-Way Excavations and Obstructions:
 - City of Lake Elmo, Right-of-Way Utility Installation(s)
 - City of Lake Elmo, Right-of-Way Obstruction(s)
 - Washington County, Utility Installations(s)
 - Washington County, Street or Driveway Access(s)
 - Minnesota Department of Transportation, Utility Installation
 - Minnesota Department of Transportation, Right-of-Way Permit

- B. Watermain Extensions:
 - Minnesota Department of Health

- C. Sanitary Sewer Extensions:
 - Minnesota Pollution Control Agency
 - Metropolitan Council Environmental Services

- D. Stormwater Management:
 - Valley Branch, Brown's Creek or South Washington Watershed District Permit

- E. Erosion, Sedimentation Control:
 - Minnesota Pollution Control Agency, General NPDES Stormwater Permit
 - SWPPP (Stormwater Pollution Prevention Plan)

- F. Wetland Mitigation:
 - Board of Water and Soil Resources, WCA
- G. Construction Dewatering:
 - Minnesota Department of Natural Resources

12. TIME OF PERFORMANCE. The Developer shall install all required public improvements by October 31, 2015, with the exception of the final wear course of asphalt on streets. The Developer shall have the option of installing the wearing course of streets within one (1) year following initial commencement of work on the required basic improvements or installing it after the first course has weathered a winter season, consistent with warranty requirements, however final acceptance of the improvements will not be granted until all work is completed including the final wear course. The Developer may, however, request an extension of time from the City. If an extension is granted, it shall be conditioned upon updating the security posted by the Developer to reflect cost increases and amending this agreement to reflect the extended completion date. Final wear course placement outside of this time frame must have the written approval of the City Engineer.

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

14. CONSTRUCTION ACCESS. Construction traffic access and egress for grading, public utility construction, and street construction is restricted to access the subdivision via the planned construction access off of Keats Avenue. No construction traffic is permitted on other adjacent local streets.

15. CONSTRUCTION SEQUENCE AND COMPLIANCE. The City will require the developer to construct the improvements in a sequence which will allow progress and compliance points to be measured and evaluated. The Developer and/or their representatives are required to supervise and coordinate all construction activities for all improvements and must notify the City in writing stating

when the work is ready for the inspection at each of the measurable points defined in the following paragraphs 16., 17. and 18. For the purpose of this paragraph, Electronic message (email) shall be deemed an acceptable method of notification provided it is captioned "Notice pursuant to Development Agreement".

16. EROSION CONTROL. Prior to initiating site grading, the erosion control plan, Plan B, shall be implemented by the Developer and inspected and approved by the City. Erosion control practices must comply with the approved plans and specifications for the plat, with all watershed district permits and with Minnesota Pollution Control Agency's Best Management Practices. The City may impose additional erosion control requirements as deemed necessary. The parties recognize that time is of the essence in controlling erosion. If the Developer does not comply with the erosion control plan and schedule or supplementary instructions received from the City, the City may take such action as it deems appropriate to control erosion. The City will endeavor to notify the Developer in advance of any proposed action, but failure of the City to do so will not affect the Developer's and City's rights or obligations hereunder. If the Developer does not reimburse the City for any cost the City incurred for such work within ten (10) days, the City may draw down the security to pay any costs. No development, utility or street construction will be allowed and no building permits will be issued unless the plat is in full compliance with the approved erosion control plan.

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

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

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

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

19. STREET MAINTENANCE DURING CONSTRUCTION. The Developer shall be responsible for all street maintenance until the streets are accepted by the City in writing. Warning signs shall be placed when hazards develop in streets to prevent the public from traveling on same and to direct attention to detours. If and when streets become impassable, such streets shall be barricaded and closed. In the event residences are occupied prior to completing streets, the Developer shall maintain a smooth surface and provide proper surface drainage to insure that the streets are passable to traffic and emergency vehicles. The Developer shall be responsible for keeping streets

within and without the subdivision clean of dirt and debris that may spill, track, or wash onto the street from Developer's operation. The Developer may request, in writing, that the City keep the streets open during the winter months by plowing snow from the streets prior to final acceptance of said streets. The City shall not be responsible for repairing the streets because of snow plowing operations. Providing snow plowing service does not constitute final acceptance of the streets by the City. The Developer shall contract for street cleaning within and immediately adjacent to the development. At a minimum, scraping and sweeping shall take place on a weekly basis. A copy of this contract shall be approved by the City before grading is started. The contract shall provide that the City may direct the contractor to clean the streets and the contractor will bill the Developer.

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

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

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

21. PARK DEDICATION. The Developer has previously submitted a payment for park dedication requirements for all the areas to be platted within the Savona Preliminary Plat and paid said fee as part of the Savona Development Contract. No additional fees in lieu of land dedication are required for the plat.

22. SANITARY SEWER AND WATER UTILITY AVAILABILITY CHARGES (SAC AND WAC). The Developer shall be responsible for the payment of all sewer availability charges (SAC)

and all water availability charges (WAC) with respect to the Improvements required by the City and any state or metropolitan government agency.

The sewer availability charge (SAC) in the amount of \$3,000.00 per REU shall be paid by the Developer prior to the City recording the final plat. The total amount to be paid by the Developer is \$204,000.

The water availability charge (WAC) in the amount of \$3,000.00 per REU shall be paid by the Developer prior to the City recording the final plat. The total amount to be paid by the Developer is \$204,000.

In addition, a sewer connection charge in the current amount of \$1,000.00 per REU, a Met Council sewer availability charge in the current amount of \$2,435.00 per REU, and a water connection charge in the current amount of \$1,000.00 per REU will be collected by the City at the time the building permit is issued for each lot. These amounts are charged at the time of building permit in accordance with the latest City fee schedule.

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

24. STREET LIGHTS. The Developer is responsible for the installation of street lights consistent with a street lighting plan approved by the City. The Developer shall coordinate the installation of street lights with Xcel Energy in conjunction with the other improvements, and agrees to pay Xcel Energy for all upfront costs associated with the street lighting system, including underground cables, posts, lamps, ballasts, starters, photocells, and glassware. All street lights will be leased by the City upon final acceptance of the system. The Developer shall also pay \$1,332 in payment for the first year operating costs for street lights.

25. WETLAND MITIGATION. The Developer shall complete wetland mitigation/restoration in accordance with the approved Plans and Specifications 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 if the Developer fails to take corrective measures to be used by the City to perform the work.

26. BUILDING PERMITS/CERTIFICATES OF OCCUPANCY.

A. Public sewer and water, curbing, and one lift of asphalt shall be installed on all public and private streets prior to issuance of any building permits, except two model homes on lots acceptable to the Community Development Director.

B. 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 Community Development Department.

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

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

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

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.

G. The City will not issue a certificate of occupancy for any building constructed on any lot or parcel in the Plat, including any model homes authorized under this agreement, until Public

sewer and water, curbing, and one lift of asphalt is installed on all public and private streets; all utilities are tested and approved by the City Engineer; and the as-constructed grading must be on file at the City for the block where the building is to be located.

27. RESPONSIBILITY FOR COSTS.

A. In the event that the City receives claims from labor, materialmen, or others that work required by this Contract has been performed, the sums due them have not been paid, and the laborers, materialmen, or others are seeking payment from the City, the Developer hereby authorizes the City to commence an Interpleader action pursuant to Rule 22, Minnesota Rules of Civil Procedure for the District Courts, to draw upon the letters of credit in an amount up to 125 percent of the claim(s) and deposit the funds in compliance with the Rule, and upon such deposit, the Developer shall release, discharge, and dismiss the City from any further proceedings as it pertains to the letters of credit deposited with the District Court, except that the Court shall retain jurisdiction to determine payment of attorneys' fees pursuant to this Contract.

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

C. The Developer shall hold the City and its officers, employees, and agents harmless from claims made by itself and third parties for damages sustained or costs incurred resulting from plat approval and development. The Developer shall indemnify the City and its officers, employees, and agents for all costs, damages, or expenses which the City may pay or incur in consequence of such claims, including attorneys' fees.

D. The Developer shall reimburse the City for costs incurred in the enforcement of this Contract, 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 Contract. 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 plat, or any part of it.

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

28. SPECIAL PROVISIONS. The following special provisions shall apply to plat development:

A. Implementation of the recommendations listed in the _____, 2014 Engineering memorandum.

B. Before the City signs the final plat, the Developer shall convey Outlot D and Outlot J to the City by warranty deed, free and clear of any and all encumbrances.

C. The Developer shall install a temporary turnaround on any streets that will be extended into adjacent developments in the future as directed by the City Engineer.

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

F. The Developer shall provide for a minimum green belt/buffer of 100 feet around all of the adjacent Stonegate subdivision. This buffer shall be secured by a covenant running in favor of the City.

G. All trails shall be located within the easements or dedicated to the City of Lake Elmo. Title commitments shall be provided for all land so dedicated.

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

K. Any land under which public trails are located will be accepted as park land provided the Developer constructs said trails within the dedicated areas as part of the public improvements for the subdivision and easements are provided where required by the City.

L. No more than half of the residential units depicted on the preliminary plat (155) may be approved as part of a final plat until a second access is provided to the subdivision, either via a connection to Hudson Boulevard to the south, Inwood Avenue (CSAH 13) to the west, or back to Keats Avenue (CSAH 19) through the property to the north of Savona.

N. The Developer shall secure any necessary permits for the multi-family area, including but not limited to a conditional use permit to allow for single family detached residences that do not have frontage on a public street, at the time a final plat is submitted for this area.

O. (Other requirements).

29. MISCELLANEOUS.

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

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

C. Appropriate legal documents regarding Homeowner Association documents, covenants and restrictions relating to the plat approval and outlots and conveyances, as approved by the City Attorney, shall be filed with the final plat. No third- party beneficiary status is hereby conferred. All outlots and common areas, including Outlots B, C, E, F, K, L, N, O, and P, shall be maintained in

good order and repair by a homeowner's association, and, if it does not do so, then the City may perform the work and assess the costs against the individual lots within the plat of Savona 2nd Addition and without regard to the formalities or requirements of Minn. Stat. § 429.

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

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

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

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

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

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

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

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

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

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 Developers, deemed adequate by the City, that Developers will cure their default and continue their performance under the Agreement. Suspension of performance includes the right of the City to withhold permits including, but not limited to, building permits.

B. The City may initiate such action, including legal or administrative action, as is

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

32. ENFORCEMENT BY CITY; DAMAGES. The Developers acknowledge the right of the City to enforce the terms of this Agreement against the Developers, by action for specific performance or damages, or both, or by any other legally authorized means. The Developers also acknowledge that their failure to perform any or all of their obligations under this Agreement may result in substantial damages to the City; that in the event of default by the Developers, 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. The Developer warrants all improvements required to be constructed by it pursuant to this Contract against poor material and faulty workmanship. The Developer shall submit either a letter of credit for twenty-five percent (25%) of the amount of the original cost of the improvements.

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

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

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

D. The required warranty for landscaping within storm water infiltration areas (Outlot D and Outlot J) shall be three (3) years following installation. The developer shall also enter into a maintenance agreement with the City for a period of three (3) years prior to acceptance of the landscaping for within these storm water infiltration areas. Said maintenance agreement shall include requirements for the proper care of native plantings and the elimination of weeds and invasive species.

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 improvements, and construction of all public improvements, the Developer shall furnish the City with an irrevocable letter of credit, in the form attached hereto, from a bank, cash escrow or a combination cash escrow and Letter of Credit ("security") for \$_____. The amount of the security was calculated as follows:

CONSTRUCTION COSTS:

Streets	\$510,516.15
Sanitary Sewer	\$325,134.00
Watermain	\$322,151.25
Surface Water Facilities (pipe, ponds, rain gardens, etc.)	\$429,404.00
Grading	\$_____
Erosion Control	\$55,586.00
Sidewalks/Trails	\$_____
Street Lighting	Xcel to Install, to be pre-paid directly by developer
Street Signs and Traffic Control Signs	\$_____
Landscaping	\$_____
Tree Preservation and Restoration	N/A
Wetland Mitigation and Buffers	Separate letter of credit through Watershed District
Monuments	\$_____
Miscellaneous Facilities	N/A

Developer's Record Drawings	\$2,500
Construction Sub-Total	\$ _____
Total Project Securities (at 125% Construction Costs)	\$ _____

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

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 and financial obligations to the City have been satisfied, with City Engineer approval the security may be reduced as follows:

A. Up to 50%, or \$ _____ of the security provided in accordance with paragraph 32. above may be released when: (1) Developer's obligations under this Agreement have been completed and the Public Improvements have been found to be complete to the satisfaction of the City including all corrective work for any identified punch list items, but not including the final wear course; and (2) completion of the Improvements is done to the satisfaction of the City and evidence of such is provided by the City in writing and satisfactory evidence of payment, such as lien waivers are provided.

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

C. Twenty percent (25%) of the amounts certified by the Developer's engineer shall be

retained as security until: (1) all improvements have been completed, (2) iron monuments for lot corners have been installed, (3) all financial obligations to the City satisfied, (4) the required "record" plans have been received and approved by the City, (5) a warranty security is provided, and (6) the public improvements are accepted by the City.

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

Sewer Availability Charge (SAC)	\$204,000
Water Availability Charge (WAC)	\$204,000
Park Dedication	N/A
Street Light Operating Fee	\$1,332
City Base Map Upgrading	\$1,700
City Engineering Administration Escrow	\$50,000 (Based on two months of administration/observation)
Total Cash Requirements	\$461,032

37. 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: 16305 36th Ave N, Suite 600. Plymouth, MN 55446. 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.

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

CITY OF LAKE ELMO

BY: _____, Mayor

AND _____, City Clerk

DEVELOPER:

BY: _____
Its

(SEAL)

**FEE OWNER CONSENT
TO
DEVELOPMENT CONTRACT**

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

Dated this ____ day of _____, 2 ____.

STATE OF MINNESOTA)
 (ss.
COUNTY OF _____)

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

NOTARY PUBLIC

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

**MORTGAGE CONSENT
TO
DEVELOPMENT CONTRACT**

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

Dated this _____ day of _____, 2_____.

STATE OF MINNESOTA)
 (ss.
COUNTY OF _____)

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

NOTARY PUBLIC

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

**EXHIBIT "A" TO
DEVELOPMENT CONTRACT**

Legal Description of Property Being Final Platted as Savona 2nd Addition

Outlot A and F, Savona, according to the recorded plat thereof, Washington County, Minnesota

IRREVOCABLE LETTER OF CREDIT

No. _____
Date: _____

TO: City of Lake Elmo

Dear Sir or Madam:

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

The draft must:

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

This Letter of Credit shall automatically renew for successive one-year terms unless, at least 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 _____



MAYOR & COUNCIL COMMUNICATION

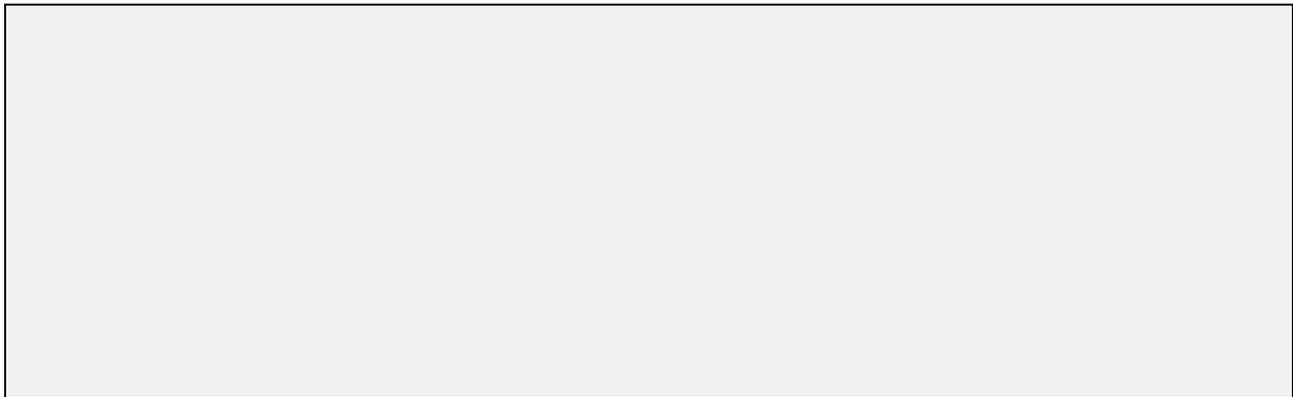
DATE: September 16, 2014
REGULAR
ITEM #22
RESOLUTION 2014-046

AGENDA ITEM: Wildflower at Lake Elmo (Robert Engstrom Companies) Comprehensive Plan Amendment

SUBMITTED BY: Nick M. Johnson, City Planner

THROUGH: Dean Zuleger, City Administrator

REVIEWED BY: Planning Commission
Kyle Klatt, Community Development Director
David Snyder, City Attorney



POLICY RECCOMENDER: The Planning Commission reviewed a PUD Concept Plan and Comprehensive Plan Amendment (CPA) related to the proposed Wildflower at Lake Elmo development at its June 9, 2014 meeting and recommended approval of both requests with conditions. The City Council approved the PUD Concept Plan at its June 17th meeting, but tabled discussion concerning the proposed Comprehensive Plan Amendment due the absence of two Council members. In addition, the City Council reviewed the CPA request at the July 1, 2014 City Council meeting and postponed consideration of the item pending further progress on the legal effort to amend the existing conservation easement and additional information about the proposed conservancy.

FISCAL IMPACT: TBD – The Comprehensive Plan Amendment is necessary for the development project to move forward as proposed. If the amendment is not approved, the applicant will need to submit a revised concept plan.

SUMMARY AND ACTION REQUESTED: The City Council is being asked to consider a Comprehensive Plan Amendment to allow residential development to occur on two small areas within the proposed Wildflower at Lake Elmo subdivision that are currently guided for RAD – Rural Area Development and Open Space. The City Council approved the PUD Concept Plan for this development at on June 17th, but could not take action on the related Comprehensive Plan amendment because the proposed amendment requires a 4/5ths majority of the Council to pass and two Council members were absent from this meeting. Additional review was completed at the July 1st meeting, however the item was postponed for consideration pending additional requested information.

The Planning Commission has recommended approval of the Comprehensive Plan amendment. The suggested motion to adopt the Planning Commission recommendation is as follows:

“Move to adopt Resolution No. 2014-46 approving a Comprehensive Plan Amendment to change the future land use designation of two areas within the Wildflower at Lake Elmo development from RAD and OP to V-LDR and V-MDR.”

LEGISLATIVE HISTORY/PLANNING COMMISSION REPORT: The information attached to the June 17th Council agenda packet for this item included detailed plans, reports, and other information concerning the Wildflower at Lake Elmo Development. In the interest of avoiding additional copying for the September 16th Council meeting, Staff has not provided information included in the June 17th packet except for the proposed resolution of approval and related map. All of the previous information is available upon request (and still available on-line).

As part of its approval of the Wildflower Concept Plan on June 17th, the City Council added two conditions to the Planning Commission recommendation based on feedback form the surrounding property owners, include the Fields of St. Croix Homeowner’s Association. These conditions requested the following:

- That prior to approval of the Comprehensive Plan Amendment the Fields of St. Croix Association and Robert Engstrom Companies would submit their written agreement to the City concerning the proposed development on Outlot P and proposed amendments to the conservation easement over Outlot P.
- That prior to approval of the Comprehensive Plan Amendment the three property owners to the east of Wildflower that have submitted written statements to the City concerning the development (Eischen, Dupuis, and Smith) would work out an agreement with the developer concerning buffering and screening of their properties.

Since the Council meeting, Staff has received the written agreement between Robert Engstrom Companies and the Fields Association. This agreement is attached for consideration by the Council. In addition, the developer has met on site with the three eastern property owners and also participated in a meeting at City Hall with Staff and the Mayor present to further discuss

their concerns. The result of this meeting is the attached landscape plan that documents the types of planting and location for the plantings that was deemed acceptable to all parties. Furthermore, the developer has agreed to the following actions to further address neighbor concerns:

- To conduct a further investigation of wooded area to the east of the Eischen's home that extends into Outlot P. This investigation is intended to identify any work needed (removal of dead trees, removal of invasive species, additional plantings) to allow this area to provide an effective screen and keep the area in a natural state.
- To revise the parcel layout in front of the Smith property to remove one buildable lot and to reconfigure the adjacent parcels so that they only abut Smith's land at one point. All land between the Smith property and public roadway would be platted as an outlot to be owned and maintained by the future HOA. This revised layout is depicted in the attached updated landscape plan for this area.

With the submission of this information, the relevant conditions of approval attached to the concept plan appear to have been addressed. The developer was still reviewing some of the details of the updated plan with the property owners, any further updates will be discussed at the City Council meeting.

In addition to the aforementioned requested conditions, the City Council requested additional information be provided at its July 1st meeting before taking action of the Comprehensive Plan Amendment request. The additional information includes the necessary amendments to the conservations easements where the Comp Plan Amendment would apply, as well as additional detail concerning the management and maintenance of the proposed conservancy area. To address these outstanding items, the applicant's attorney has been working with the City Attorney on drafting the necessary amendments to the Conservation Easement. This agreement has now been finalized, and the version signed by the Fields of St. Croix Homeowner's Association is attached for consideration by the City Council. Please note that because the agreements reference lots that will be created via a future subdivision, all parties have agreed that the documents will be held in escrow pending the approval of the Wildflower plat. If the plat is not approved by the City, the agreements will never be executed.

In addition, the applicant has provided a preliminary management plan for the conservation area in the northern portion of the Wildflower development. This preliminary plan can be found in an email to the Community Development Director (Attachment #8).

As noted in the previous Staff report on this item, the Planning Commission discussed the request, and unanimously recommended approval of the comprehensive plan amendment as presented with the one condition as recommended by Staff.

BACKGROUND INFORMATION (SWOT) FROM PREVIOUS RERPOT:

Strengths

- The PUD Concept Plan is consistent with the City's

Comprehensive Plan for the Village Planning Area (with the exception of the plan amendments requested by the developer).

- The project has been designed to comply with the City's zoning regulations and development standards for the Village Medium Density district.
- The project addresses several of the Village Planning Principles adopted as part of the Comprehensive Plan.

Weaknesses

- The concept plan will require the removal of a portion of the existing conservation easement over Outlot P of the Fields of St. Croix Second Addition.

Opportunities

- The development will include 145 REC units and will pay connection fees for sewer and water service.
- The project includes a large conservation area that will ensure the permanent protection of a large portion of the planned Village Open Space/Buffer area.
- The development will bring sewer to the extreme northeastern portion of the Village Planning Area and will be designed to allow for future connections in this part of the City.

Threats

- The developer will need to work with the City on establishing a plan for management and oversight of the conservation area in a manner that will not overburden the City.

RECOMMENDATION: Based upon the above report and analysis, Staff and the Planning Commission are recommending that the City Council approve the request from Robert Engstrom Companies for a Comprehensive Plan Amendment related to a residential subdivision to be called Wildflower at Lake Elmo. The suggested motion to adopt the Planning Commission recommendation are as follows:

“Move to adopt Resolution No. 2014-46 approving a Comprehensive Plan Amendment to change the future land use designation of two areas within the Wildflower at Lake Elmo development from RAD and OP to V-LDR and V-MDR.

ATTACHMENTS:

1. Resolution No. 2014-46 (Comprehensive Plan Amendment)
2. Proposed Comprehensive Plan Amendments
3. Updated Landscaping Sketch Plan – Wildflower at Lake Elmo
4. Planting List and Details
5. Aerial Photograph – Smith, Eischen, and Dupuis Property
6. Eischen Letter
7. Fields of St. Croix and Engstrom Written Agreement
8. Preliminary Management Plan for Wildflower Conservation Area
9. Draft Easement Agreements (2)

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

RESOLUTION NO. 2014-046

*RESOLUTION APPROVING AN AMENDMENT TO THE CITY OF LAKE ELMO
COMPREHENSIVE PLAN*

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

WHEREAS, Robert Engstrom Companies, 4801 West 81st Street, #101, Bloomington, MN, (“Applicant”) has submitted an application to the City of Lake Elmo (“City”) to amend the Lake Elmo Comprehensive Plan, a copy of which is on file in the City Planning Department; and

WHEREAS, the request to amend the Comprehensive Plan was submitted along with a Planned Unit Development concept plan for a proposed single-family residential subdivision to be called Wildflower at Lake Elmo; and

WHEREAS, the Lake Elmo Planning Commission held a public hearing on June 9, 2014 to consider the request to amend the Comprehensive Plan; and

WHEREAS, on June 9, 2014 the Lake Elmo Planning Commission adopted a motion to recommend that the City Council approve the request to amend the Comprehensive Plan; and

WHEREAS, the City Council reviewed the recommendation of the Planning Commission and the proposed amendment to the Comprehensive Plan at meetings on June 17, 2014, July 1, 2014 and September 2, 2014 and September 16, 2014; and

NOW, THEREFORE, based upon the testimony elicited and information received, the City Council makes the following:

FINDINGS

- 1) That the Applicant has submitted a request to amend the Comprehensive Plan in accordance with the procedures as established by the Lake Elmo Planning Department and Lake Elmo Planning Commission.

- 2) That the request to is to amend the Future Land Use Map (Map 3-3 in Chapter III – *Land Use Plan*) and Village Planned Land Use Map (Map 3-5 in Chapter III – *Land Use Plan*) in the Lake Elmo Comprehensive Plan, and to specifically change the future land use designation of a portion of two parcels of land located within the Wildflower at Lake Elmo development as depicted in the attached Exhibit A and described as follows:
 - a) To change the western portion of Outlot P of the Fields of St. Croix Second Addition from RAD – Rural Area Development to V-MDR Village Urban Medium Density Residential (a portion of PID 12.029.21.43.0013).
 - b) To change the approximately eight acres immediately east of the intersection of 43rd Street North and Lake Elmo Avenue (the area depicted for the westernmost single family residential lots on the Wildflower at Lake Elmo PUD Concept Plan approved by the City Council on June 9, 2014) from RAD – Rural Area Development and Village Open Space Overlay to V-LDR Village Urban Low Density Residential (a portion of PID 12.029.21.32.0001).
- 3) That the proposed area impacted by the proposed amendment is relatively small and will not have a significant impact on the City’s 2030 household and population forecasts.
- 4) That the proposed amendments are consistent with the overall goals and objectives of the Village Land Use Plan.

NOW, THEREFORE, BE IT RESOLVED, that based on the foregoing, the Lake Elmo City Council hereby approves the Applicant’s request to amend the Lake Elmo Comprehensive Plan, subject to and contingent upon the following:

- 1) Submission of the Comprehensive Plan Amendment to the Metropolitan Council and the receipt of formal notification from the Metropolitan Council that its review has been completed and approved.

Passed and duly adopted this 16th day of September 2014 by the City Council of the City of Lake Elmo, Minnesota.

Mike Pearson, Mayor

ATTEST:

Adam Bell, City Clerk

**AMENDED CONSERVATION EASEMENT
THE FIELDS OF ST. CROIX**

THIS AMENDED CONSERVATION EASEMENT is entered into this _____ day of _____, 2014, by, among and between Robert Engstrom Companies, a Minnesota corporation, whose address is 4801 W. 81st Street, Suite 101, Bloomington, MN, 55437 (“Owner 1”); The Fields of St. Croix Community Association (“Owner 2”) (Owner 1 and Owner 2 collectively referred to as “Owner” or “Owners”); the Minnesota Land Trust, a Minnesota nonprofit corporation having its principal office in Minneapolis, Minnesota (the “Trust”); and the City of Lake Elmo, a Minnesota statutory city (the “City”).

WITNESSETH:

- A. This Amended Conservation Easement Agreement is executed for the purpose of amending that certain Conservation Easement (the “Conservation Easement”) recorded with the Washington County Recorder’s office as Document Number 992829.
- B. Owner 1 is currently the sole owner in fee simple of certain real property legally described as Outlots A and E, The Fields of St. Croix (“Property 1”).
- C. Owner 2 is currently the sole owner in fee simple of certain real property legally described as Outlots D, G and H, The Fields of St. Croix (Property 2”).
- D. Property 1 and Property 2 consist of approximately 81.59 acres of land, together with buildings and other improvements located in Washington County, Minnesota (“Protected Land”).
- E. Owners intend to convey to the Trust the right to preserve and protect the natural, scenic and agricultural qualities, and the forested and open space character (the “Conservation Values”) of the Protected Land in perpetuity and to prevent or remedy subsequent activities or uses that are inconsistent with the terms of the Conservation Easement.
- F. The grant of this Amended Conservation Easement will serve the policies of the State of Minnesota, which encourage the protection of Minnesota’s natural resources and encourage the use and improvement of the agricultural land for the long term production of food, as set forth, in part, in Minnesota Statutes Section 40A.04 (State Agricultural Land Preservation), and in Section 84C.01-02 (Conservation Easements), as well as the policies of the City as set forth in its Open Space Preservation District Ordinance (81-37).
- G. The Trust is a publicly supported, nonprofit corporation which seeks to protect the natural, scenic, agricultural, forested, and open space conditions of land in Minnesota. In addition, the Trust is qualified as a conservation organization under Sections 501 (c) (3) and 170(h) of the Internal Revenue Code. The Trust has agreed to assume the obligation of protecting the natural and scenic qualities of the Protected Land in perpetuity according to the terms of the Conservation Easement.

NOW, THEREFORE, in consideration of their mutual covenants and pursuant to the provisions relating to conservation easements set forth in Minnesota Statutes Sections 84C.011.05, the parties hereto agree that the Conservation Easement shall be amended in the following manner:

Paragraph 5, Construction, shall be amended to read as follows:

5. Construction.

Owners shall not construct or install additional buildings or improvements of any kind including, without limitation, fences, driveways, parking lots, and roads, on the Protected Land, except as specified herein. Owners may maintain, repair, and replace existing roads but shall not widen them unless doing so lessens the environmental impact of the road on the Protected Land and Owners have obtained the prior written approval of the Trust. Owners may maintain, renovate, expand, or replace existing agricultural and related buildings or improvements in substantially their present location. Any expansion or replacement of an existing building or improvement shall not substantially alter its character or function, and shall not exceed its current square footage by more than twenty-five percent, without the prior written approval of the Trust. Owners may construct temporary agricultural buildings (building or structure constructed of short-lived materials or permitted to be used for a period not exceeding 12 months) on Outlots A, E and/or G as needed to conduct agricultural activities as provided in Paragraph 7, only upon the prior written consent of all of the parties to this Agreement.

Paragraph 7, Agricultural Use, shall be amended to read as follows:

7. Agricultural Use.

Owners may conduct agricultural operations in areas currently being used for agricultural operations on the Protected Land. For purposes of this paragraph, the term "Agricultural Operations" shall mean raising livestock, growing crops to feed such livestock, and growing crops for in the agricultural or retail marketplace. The use of any portion of the Protected Property for livestock purposes shall be allowed only in the event that all parties to this Amended Conservation agreement consent in writing to such use for livestock purposes.

Paragraph 26, Notices shall be amended to read as follows:

26. Notices.

Any notice or other communication that any party wishes to or must give to the others shall be in writing and either served personally or sent by first class mail, postage prepaid, to the following addresses or such other address as either party shall designate by written notice to the other:

OWNER:
Robert Engstrom Companies
4801 W. 81st Street, #101

TRUST:
Minnesota Land Trust
2356 University Ave W., #240

Bloomington, MN 55437

St. Paul, MN
ATTN: Land Projects Committee

ASSOCIATION:
The Fields of St. Croix Community Association
P.O. Box 56
Lake Elmo, MN 55042

CITY
The City of Lake Elmo

Effective Date. The above-referenced amendments shall take place as of [date]. All other terms of the Conservation Easement shall remain in effect.

Binding Effect. The covenants, terms, conditions, and restrictions of this Amended Conservation Easement shall bind and inure to the benefit of the parties, their personal representatives, heirs, successors, assigns, and all others who exercise any right by or through them and shall run in perpetuity with the Protected Land. The parties hereto confirm and ratify the validity and enforceability of the Conservation Easement, as modified herein.

[Signature pages follow]

Drafted by:
Netzell Legal Services, PLLC
7900 International Dr., #300
Bloomington, MN 55425

**AMENDED AND RESTATED OPEN SPACE EASEMENT
FIELDS OF ST. CROIX
2ND ADDITION**

THIS AMENDED AND RESTATED OPEN SPACE EASEMENT is entered into this _____ DAY OF _____, 2014 by and between the Robert Engstrom Companies, a Minnesota Corporation, ("Owner"), The Fields of St. Croix Community Association, a Minnesota Non-Profit Corporation, ("Association"), and the City of Lake Elmo, a Minnesota statutory city (the "City") (hereinafter collectively referred to as the "Parties").

WITNESSETH

1. This Amended and Restated Open Space Easement amends and restates those certain Open Space Easements filed with the Washington County Recorder as Document Numbers 3094199 and 3298378.
2. Owner and Association are the fee owners of the following described Real Property located in Washington County, Minnesota (the "Protected Land").

Outlots A, D, F, I, J, K, M, O, [part of P to be determined at the time of the plat of Wildflower at Lake Elmo], all in the Fields of St. Croix 2nd Addition; and Outlot C, Bluestem at the Fields of St. Croix.
3. The Protected Land is primarily farmland, woodland and open space as defined in the Comprehensive Use Plan and Open Space Preservation District Regulations (both herein "City Development Regulations").
4. The natural, scenic and agricultural qualities, and the forested and open space character ("Conservation Values") of the Protected Land are described in the City's Development File for The Fields of St. Croix 2nd Addition ("Development File"). The City intends to use the description of the Protected Property as contained in the City's Development File for monitoring the subsequent uses of the Protected Land and enforcing the terms of this Open Space Easement. Notwithstanding this intent, the Parties may use other relevant evidence to establish the present condition of the Protected Land in the event of a disagreement as to whether a subsequent activity or use is inconsistent with the terms of this Open Space Easement.
5. Owner and Association intend to convey to the City the right to preserve and protect the Conservation Values of the Protected Land in perpetuity and to prevent or remedy subsequent activities or uses that are inconsistent with the terms of this Open Space Easement.

6. The grant of this Open Space Easement will further the purpose and intent of the City's Development Regulations.
7. The parties acknowledge that as a Local unit of government, the City has a direct interest in the enforcement of the terms of this Open Space Easement and that the City is in a position to monitor compliance with the terms of this Open Space Easement.

NOW, THEREFORE, in consideration of their mutual covenants and pursuant to the provisions of the City's Development Regulations, Owner and Association convey and warrant to the City and the City accepts a perpetual open space easement on the Protected Land of the character and to the extent set forth herein.

1. Intent. The parties intend to permanently retain the Protected Land in its predominantly natural, scenic, agricultural, forested, and open space condition and to prevent or remedy any subsequent activity or use that significantly impairs or interferes with the Conservation Values of the Protected Land. Owner and Association intend to restrict all subsequent use of the Protected Land to activities consistent with the terms of this Open Space Easement.
2. City's Rights. To accomplish the parties' intent, Owner and Association convey the following rights to the City as specified below:
 - a. The City shall preserve and protect the Conservation Values of the Protected Land, pursuant to the terms of this Open Space Easement.
 - b. The City may enter the Protected Land at reasonable times to monitor subsequent activities and uses and to enforce the terms of this Open Space Easement. The City shall give reasonable notice to Owner and Association of all such entries and shall not unreasonably interfere with Association's and Owner's use and quiet enjoyment of the Protected Land.
 - c. The City may act, pursuant to Paragraph 19, to prevent or remedy all, subsequent activities and uses of the Protected Land not consistent with the terms of this Open Space Easement.
3. Prohibited Uses. Owner and Association shall not perform or knowingly allow others to perform acts on the Protected Land that would significantly impair or interfere with the Conservation Values of the Protected Land. This general restriction is not limited by the more specific restrictions set forth in Paragraphs 4-14. The Parties acknowledge that the present use of the Protected Land is consistent with the terms of this Open Space Easement and the City's Development Regulations. The Owner and Association may, subject to the restrictions set forth in Paragraphs 4-14, continue making such use of the Protected Land.
4. Residential, Commercial & Industrial Use. Owner and Association shall not subdivide all or part of the Protected Lands for residential, commercial or

industrial development. Owner and Association shall not subdivide, either legally or physically, the Protected Land for any other reason without each other's prior written approval. Owner and Association shall not engage in commercial or industrial activities on the Protected Land, other than the activities relating to agricultural operations as set forth in Paragraph 7. Owner and Association shall not engage in the exploration or extraction of soil, sand, gravel, rock minerals, hydrocarbons or any other natural resource on or from the Protected Land. Owner and Association shall not grant rights of way on the Protected Land in conjunction with commercial or industrial activities, or residential development, or any other purpose inconsistent with the Conservation Values, on Lands other than the Protected Land, except for access to adjacent parcels owned by Owner and Association.

5. **Construction.** Owner and Association shall not construct or install additional buildings or improvements of any kind including, without limitation, fences, driveways, parking lots, and roads, on the Protected Land, except as specified herein. Owner and Association may maintain, repair, and replace existing roads but shall not widen them unless doing so lessens the environmental impact of the road on the Protected Land and Owner and Association have obtained each other's, and the City's, prior written approval. Owner and Association may maintain, renovate, expand or replace existing agricultural and related buildings or improvements in substantially their present Location. Any expansion or replacement of an existing building or improvement shall not substantially alter its character or function, and shall not exceed its current square footage, without the prior written approval of all of the Parties to this Agreement.
6. **Utility Systems.** Owner and Association may maintain, repair, and replace utility systems in place as of the date of this Amended and Restated Open Space Easement on the Protected Land including, without limitation, water, sewer, power, fuel, and communications lines and related Facilities. Owner and Association shall not install new utility systems or extensions or expansions of existing utility systems on the Protected Land including, without limitation, water, sewer, power, fuel, and communications lines and related facilities, without each other's prior approval. Owner and Association may install, maintain, and replace irrigation systems used on the Protected Land. Owner and Association may install sewage systems on or under the Protected Land which comply with all existing federal, state and local regulations regarding water quality and other environmental concerns, and which do not disrupt other activities permitted under the terms of this Open Space Easement.
7. **Agricultural Use.** Owner and Association may conduct agriculture operations, except livestock operations, on the Protected Land provided that such use is in compliance with the City's Development Regulations and with each other's prior written approval.
8. **Surface Alteration.** Owner and Association shall not alter the surface of the Protected Land including, without limitation, the filling, excavation, or removal of soil, sand, gravel, rocks, or other material. Notwithstanding the forgoing, surface

alteration on Outlots O and P may be conducted as may be reasonably required in the course of activities or uses permitted under the terms of this Open Space Easement or as reasonably required during the initial development of the adjacent property owned by Owner or Association. Such initial development period shall expire no later than the 30th day of September, 2016.

9. **Soil and Water Degradation.** Owner and Association shall not engage in activities or uses that cause or are likely to cause soil degradation, erosion, or water pollution, either on the surface or underground, except for activities or uses reasonably required in the course of Agricultural Operations permitted by Paragraph 7.
10. **Waste Removal.** Owner and Association shall not dump or dispose of refuse or other waste material on the Protected Land although, subject to applicable laws and regulations, Owner and Association may dispose of brush and other plant material from the Protected Land by burning or composting if such material results from Agricultural Operations permitted by Paragraph 7 or other activities or uses permitted by this Open Space Easement. Subject to the applicable laws and regulations, Owner and Association may store and make use of agricultural products and by-products including, without limitation, crops, silage, fertilizers, Lime, and manure on the Protected Land if such material results from or is to be used in agricultural operations permitted by Paragraph 7.
11. **Water Bodies and Courses.** Owner and Association shall not alter existing bodies of water or water courses or construct new bodies of water or water courses on the Protected Land except as reasonably required for the activities or uses permitted by the terms of this Open Space Easement or to enhance wildlife habitat or water quality.
12. **Trees, Shrubs, and Vegetation.** Owner and Association shall not remove, destroy, cut, mow, or alter trees, shrubs, and other vegetation except (i) for areas immediately adjacent to buildings or improvements permitted by Paragraph 5, (ii) as reasonably required for agricultural operations permitted by Paragraph 7, (iii) to prevent or control insects, noxious weeds, diseases, fire, personal injury, or property damage, (iv) for firewood or construction material intended for residential use on the protected Land or adjacent land (v) as reasonably required to construct and maintain the trails permitted in Paragraph 13, (vi) selective cutting for harvest pursuant to sound forest management practices, and (vii) for other activities or uses permitted by the terms of this Open Space Easement.
13. **Recreational Uses.** Owner and Association may establish and maintain trails for fire breaks, walking, horseback riding, cross-country skiing, and other non-motorized recreational activities on or across the Protected Land. Owner and Association shall not use or allow others to use motorcycles, all-terrain vehicles, or other motorized vehicles on the Protected Land except as reasonably required for other activities or uses permitted by the terms of this Open Space Easement.

14. Signs. Owner and Association shall not erect or install any signs or billboards on the Protected Land without consent of the City.
15. City's Approval. The Owner and Association may not change the use of the Protected Land as described in the City's Development file without prior written approval of the City so that the City may determine if the proposed change is consistent with this Open Space Easement and maintains or enhances the Conservation Values of the Protected Land. Owner and Association shall submit a request in writing to the City at least ninety (90) days prior to the proposed date of commencement of the use in question. The request shall set out the use for which approval is sought, its design and location, the impact of the proposed use on the Conservation Values of the Protected Land, and other material information in sufficient detail to allow the City to make an informed judgment that the proposed use is or is not consistent with this Open Space Easement or would adversely affect the Conservation Values of the Protected Land. The City shall notify Owner and Association in writing of its decision within sixty (60) days of its receipt of Owner or Association's request. Where the proposed use or modification of use requires a development permit or other approval from the City pursuant to the City's Development Regulations, the Owner and Association shall follow the process described in such regulations and the City shall notify the Owner and Association of its decision within sixty (60) days of receipt of a completed application from the Owner and Association. The City may withhold its approval only on a reasonable determination that the proposed use would be inconsistent with this Open Space Easement, impairs the Conservation Values of the Protected Land, results in violation of any law or regulation or that it lacks information in sufficient detail to reach an informed judgment that the proposed use is or is not consistent with this Open Space Easement. The City may condition its approval on the Owner or Association's acceptance of modifications which, in the City's judgment, would make the proposed use, as modified consistent with this Open Space Easement or protects the Conservation values of the Protected Land.
16. Public Access. No right of access by the public to any portion of the Protected Land is conveyed by this Open Space Easement.
17. Reserved Rights. Owner and Association reserve all rights accruing from their ownership of the Protected Land including, without Limitation, the right to engage in or allow others to engage in all activities or uses of the Protected Land that are not prohibited or Limited by this Open Space Easement or the City's Development Regulations, the right to exclude all or any of the public from the Protected Land and to sell or transfer all or part of the Protected Land subject to this Open Space Easement. Owner and Association shall inform all others who exercise any right by or through it on the Protected Land of the terms of this Open Space Easement. Owner and Association shall incorporate by reference the terms of this Open Space Easement in all deeds or other legal instruments by which they transfer any interest, including a Leasehold interest, in all or part of the Protected Land. Owner and Association shall give sixty (60) days prior written notification to the City of a transfer of all or any part of fee title to the Protected Land.

18. **Costs and Liabilities.** Owner and Association retain all obligations and shall bear all costs and liabilities of any kind accruing from their ownership of the Protected Land including the following responsibilities:

- a. Owner and Association shall remain solely responsible for the operations, upkeep, and maintenance of the Protected Land. Owner and Association shall keep the Protected Land free of all liens arising out of work performed for, materials furnished to, or obligations incurred by Owner and Association.
- b. Owner and Association shall pay all taxes, special assessments and other assessments levied against the Protected Land.
- c. Owner and Association shall remain solely responsible for maintaining liability insurance for their uses of the Protected Land. Liability insurance policies maintained by the Owner and Association covering the Protected Land will name the City as an additional named insured. Owner and Association shall hold harmless, indemnify, and defend the City from and against all liabilities, penalties, costs, Losses, damages, expenses, causes of action, claims, demands or judgments, including, without limitation, reasonable attorney's fees, arising out of or relating to (i) personal injury, data or property damage resulting from an act, omission, or condition on or about the Protected Land, unless due solely to the negligence or willful act of the City, (ii) the obligations retained by Owner and Association to maintain the Protected Land and pay taxes in Paragraphs 18(A) and (B) , and (iii) the existence of this Open Space Easement.

19. **Enforcement.** If the City finds at any time that Owner and/or Association have breached or may breach the terms of this Open Space Easement, the City may give written notice of the breach to Owner and Association and demand action to cure the breach including, without limitation, restoration of the Protected Land. If Owner and Association do not cure the breach within thirty (30) days of notice, the City may commence an action to (i) enforce the terms of this Open Space Easement (ii) enjoin the breach, ex parte if needed, either temporarily or permanently, (iii) recover damages, (iv) require restoration of the Protected Land to its condition prior to Owner and/or Association's breach, and (v) pursue any other remedies available to it is law or equity. If the City determines that immediate action is needed to prevent or mitigate significant damage to the Protected Land, the City may pursue its remedies under this Paragraph without written notice or giving Owner and Association time to cure the breach

20. **Costs of Enforcement.** If the City prevails in an action brought under Paragraph 19, Owner and/or Association shall reimburse the City for all costs incurred by the City in enforcing the terms of this Open Space Easement including, without limitation, costs of suit, reasonable attorney's fees, and costs of restoration. If Owner and/or Association prevails and the District Court finds that the City brought the action without reasonable cause or in bad faith, the City, as determined by the Court, shall reimburse Owner and/or Association's costs of defense including, without limitation, costs of suit and reasonable attorney's fees.

21. Waiver. The enforcement of the terms of this Open Space Easement is subject to the City's discretion. A decision by the City not to exercise its respective rights of enforcement in the event of a breach of a term of this Open Space Easement shall not constitute a waiver by the City of such term, or of any subsequent breach of the same or any other term, or any of the City's rights under this Open Space Easement. The delay or omission by the City to discover a breach by Owner or Association or to exercise a right of enforcement as to such breach shall not impair or waive its rights of enforcement against Owner or Association.
22. Acts Beyond Owner and Association's Control. The City shall not exercise its respective rights of enforcement against Owner and Association for injury or alteration to the Protected Land resulting from causes beyond the reasonable control of Owner and Association including, without limitation, fire, flood, storm, and earth movement, or from any prudent action taken by Owner or Association under emergency conditions to prevent, abate, or mitigate significant injury or alteration to the Protected Land resulting from such causes.
23. Extinguishment. If, in the judgment of the City, subsequent unexpected changes in the conditions surrounding the Protected Land make it impossible to preserve and protect the Conservation Values of the Protected Land, this Open Space Easement can be extinguished, either in full or in part, by proceedings in a court having jurisdiction. The City agrees that it will not commence proceedings in such court to extinguish this Open Space Easement without providing notice of the City's intent to the Owner and the Association under Section 25 (Notices) at least 120 days in advance thereof.
24. Assignment of Easement. The City may transfer its rights and obligations in this Open Space Easement only to a qualified conservation organization, as provided in Section 170 (h) of the Internal Revenue Code, which may hold Open Space Easements, as provided in Minnesota Statutes Sect. 84C.01(2) (1992). As a condition of such transfer, the City shall require the continued enforcement of this Open Space Easement unless the Open Space Easement has been extinguished.
25. Notices. Any notice or other communication that either party wishes to or must give to the other shall be in writing and either served personally or sent by first class mail, postage prepaid, to the following addresses or such other address as any party shall designate by written notice to the others:

OWNER:
Robert Engstrom Companies
4801 West 81st Street Suite 101
Minneapolis, MN-55437

CITY:
City of Lake Elmo
3800 Laverne Avenue North
Lake Elmo, MW 55042

ATTN: City Administrator

ASSOCIATION:

The Fields of St. Croix Community Association

PO Box 56

Lake Elmo, MN 55042

26. **Governing Law and Construction.** This Open Space Easement shall be governed by the laws of the Minnesota. Nothing contained in this Open Space Easement shall be construed to allow any use or development of the Protected Land in a manner which is not in compliance with the City's Development Regulations or to allow the use or development of the Protected Land without obtaining all permits required by the City's Development Regulations. Where inconsistencies occur between the provisions of state law, city regulations, or the terms of this Open Space Easement, the most restrictive regulation shall apply.
27. **Entire Agreement.** This Open Space Easement sets forth the entire agreement of the parties and supersedes all prior discussions.
28. **Amendment.** The parties may amend this Open Space Easement provided that such amendment shall not impair or threaten the Conservation Values of the Protected Land and shall not affect the perpetual duration of this Open Space Easement. Any purported amendment to this Agreement shall be in writing and shall be executed by all of the Parties hereto.
29. **Binding Effect.** The covenants, terms, conditions, and restrictions of this Open Space Easement shall bind and inure to the benefit of the parties, their personal representatives, heirs, successors, assigns, and all others who exercise any right by or through them and shall run in perpetuity with the Protected Land. Notwithstanding anything to the contrary contained herein, the rights and obligations of the Owner and Association shall relate solely to the property which is owned by the Owner and Association. The Association shall have no obligations with regard to Owner's property and the Owner shall have no obligation with regard to Association's property.

[Signature pages follow]



MAYOR & COUNCIL COMMUNICATION

DATE: September 16, 2014

REGULAR

ITEM # 23

AGENDA ITEM: 39th Street North: Street and Sanitary Sewer Improvements - Change Order No. 1

SUBMITTED BY: Chad Isakson, Project Engineer

THROUGH: Dean A. Zuleger, City Administrator

REVIEWED BY: Jack Griffin, City Engineer
Cathy Bendel, Finance Director

SUGGESTED ORDER OF BUSINESS:

- Introduction/Staff Presentation City Engineer
- Questions from Council to Staff Mayor Facilitates
- Public Input, if Appropriate.....Mayor Facilitates
- Call for Motion Mayor & City Council
- Discussion Mayor & City Council
- Action on Motion..... Mayor Facilitates

POLICY RECOMMENDER: Engineering

FISCAL IMPACT: Cost impacts to be presented at Council Meeting

This change order will increase the scope of the contractor improvements and therefore the contract amount by a final amount to be presented at the Council meeting. Staff will present a brief water system planning update at the council meeting to update the council in regards to the overall water system infrastructure plan and the need for the improvements.

SUMMARY AND ACTION REQUESTED:

The City Council is respectfully requested to consider approving Change Order No. 1 for the 39th Street North: Street and Sanitary Sewer Improvements, thereby increasing the contract amount by an amount to be presented at the Council meeting. The recommended motion for the action is as follows:

“Move to approve Change Order No. 1 for the 39th Street North: Street and Sanitary Sewer Improvements in the amount of \$_____.”

LEGISLATIVE HISTORY/BACKGROUND INFORMATION:

Concurrently with the design of the 39th Street North: Street and Sanitary Sewer Improvements project, engineering has been working with the City's water system consultant, AE2S, to identify and configure the City's comprehensive water system as needed to support the proposed growth and development. Reconfiguration and verification of pipe sizing, storage requirements, and other infrastructure needs is necessary to provide a functional system as the proposed development plans and subsequent phasing of the infrastructure becomes known.

Through this process, staff has identified an opportunity to increase the size of the Village trunk watermain, together with redefining the pressure zone boundaries in and around the Village area, in a manner that will eliminate the future need for an elevated storage tank in the Village. The pipe upsizing may also result in the ability to defer the need to construct the low pressure system water tower south of 10th Street for 1-2 additional years. The overall water system savings could be significant but will result in the increased cost to upsize the Village trunk watermain. The water system modeling work has identified that a 16-inch trunk watermain through the Old Village Area would enable these overall system changes and would increase the municipal water service and fire protection to the low pressure system along the I-94 corridor.

With the 39th Street North: Street and Sanitary Sewer Improvements project currently in construction, there is an opportunity to complete one segment of this trunk watermain by adding the replacement of the watermain to the scope of this project through a change order. Engineering has prepared a change order and received contractor pricing for the work. The change order details would be as follows:

1. Remove existing 8-inch watermain along 39th Street from Lake Elmo Avenue to Laverne Avenue.
2. Install 16-inch watermain along 39th Street from Lake Elmo Avenue to Laverne Avenue including all necessary fittings, valves, and appurtenances required.

The remainder of the 16-inch trunk line would be included with future projects such as the CSAH 17 Lake Elmo Avenue Street and Utility Improvements project scheduled for construction in 2015 and 2016.

RECOMMENDATION:

Staff is recommending that the City Council consider approving Change Order No. 1 for the 39th Street North: Street and Sanitary Sewer Improvements, thereby increasing the Contract Amount by an amount to be presented at the council meeting. The recommended motion for this action is as follows:

“Move to approve Change Order No. 1 for the 39th Street North: Street and Sanitary Sewer Improvements in the amount of \$_____.”

ATTACHMENT(S):

1. N/A (Change Order No. 1 to be presented at the Council meeting).



MAYOR & COUNCIL COMMUNICATION

DATE: September 16, 2014
REGULAR
ITEM #25
MOTION \$\$ - \$21,900

AGENDA ITEM: Approve corrective action to be taken to resolve the Discover Crossing cul-de-sac storm water drainage issue

SUBMITTED BY: Dean Zuleger / Cathy Bendel

THROUGH: Ryan Stempski, Mike Bouthilet, Greg Malmquist, Fire Chief

REVIEWED BY: Finance Committee

SUGGESTED ORDER OF BUSINESS:

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

POLICY RECOMMENDER: Council Member Wally Nelson & City Administrator Dean Zuleger

FISCAL IMPACT: Not to exceed \$21,900 / Surface Water Account

SUMMARY AND ACTION REQUESTED: Direct staff to proceed with having repairs done in the Discover Crossing circle related to the poor turn around and storm water drainage designs. This would include obtaining the required second estimate to be sure the work is being performed at the lowest cost available.

BACKGROUND INFORMATION: When the Discover Crossing development was designed, there were design flaws. They included the design of a cul-de-sac with a turn-around radius which is insufficient for larger vehicles (school buses and fire trucks) as well as the placement of the storm water drain in a location which is resulting in erosion and standing water issues that are affecting the infrastructure of the street..

STAFF REPORT: For the last six years the City staff have received numerous complaints/issues from the Discover Crossing residents related to design flaws by the developer related to the turnaround circle and the storm water drain in that turn around. As a result of the Developer no longer being in business, there is no one to bring these issues to for resolution/correction. Staff has had numerous on-site meetings with the HOA to outline the issues and determine the best corrective action to be taken.

Attached is a proposal from TA Schifsky to make the suggested repairs at a cost of \$21,900. A second quote will be obtained and the work will be completed by the vendor with the lowest quote, not to exceed \$21,900.

100% of the costs would be charged to the Storm Water Fund since all necessary repairs are a result of the issues with the storm water drain.

RECOMMENDATION: It is recommended that the City Council approve the repairs to be made on the Discover Crossing turnaround at an amount not to exceed \$21,900:

“Move to approve an amount not to exceed \$21,900 to do the repairs needed at the Discover Crossing circle”



**City of Lake Elmo
Planning Commission Meeting
Minutes of September 8, 2014**

Chairman Williams called to order the meeting of the Lake Elmo Planning Commission at 7:00 p.m.

COMMISSIONERS PRESENT: Williams, Dodson, Kreimer, Larson, Lundgren, Dorschner and Haggard

COMMISSIONERS ABSENT: None

STAFF PRESENT: Community Development Director Klatt and City Administrator Zuleger

Approve Agenda:

M/S/P: Haggard/Lundgren, move that no new items are brought up after 10:30 pm;
Vote: 0-7, motion fails.

The agenda was accepted as presented.

Approve Minutes: August 25, 2014

M/S/P: Williams/Lundgren, move to approve the minutes as amended; **Vote: 6-0, motion carried, with Dorschner not voting.**

Public Hearing: Village Park Preserve – Preliminary Plat

Klatt started his presentation on the application for Village Park Preserve which is a follow through from the concept plan. There are 104 single family residential units located on 64 acres immediately west of Manning Avenue and north of 30th Street within the Southern portion of the Village Planning Area.

One critical issue that needs to be addressed is storm water management. This plan pulls water away from 30th street to a spot that is much better to be managed. A condition of approval is written approval of affected property owners. There is also watershed district approval required. Another item would be the formal approval of the Comprehensive Plan Amendment by the Metropolitan Council. There should be additional buffering for the McLeod property. The MAC would also like some input into the storm water areas so that there is no problem with attracting waterfowl.

Klatt presented draft findings to the Planning Commission. Staff is recommending approval with 13 conditions of approval.

Klatt stated that there is a 3 year growing period that the developer is responsible for maintaining the storm water ponds.

Dave Gonyea with Gonyea Company stated that they are planning to put additional screening in for the McLeod property. He stated that they will eliminate 2 lots in the South West corner and put in 2 more infiltration basins.

Dodson asked Dave Gonyea if he sees any problems with getting approvals from all the agencies before the final plat. Gonyea said he does not see any problems with that.

Public Hearing opened at 8:42 p.m.

No written comments were received.

James McLeod, 11580 30th Street, concerned about the intersection of 30th street and Manning. There have been numerous accidents there because it is so difficult to see on 30th Street, especially at night. He feels it is imperative that a street light be there as well as potentially a stop light. He also feels that drainage will be a huge problem. He also asked where the sewer line is on the map. Gonyea explained that on the map. Mr. McLeod would like to have a sewer line stubbed up to his property.

Vonnie McLeod, 11580 30th Street, concerned that there are too many homes on too small of lots.

Sue Dunn, 11018 Upper 33rd Street, is concerned with all of the conditions of approval and is very concerned with the surface water plan. She would like to see a moratorium on development until a comprehensive surface water plan is in place.

Public Hearing closed at 8:57 pm.

There was a general discussion about a traffic light at 30th and Manning and that in the future that would probably take place. There was also a general discussion about the railroad crossing.

Zuleger stated that the work on Manning is going to commence in 2016 with a roundabout at 10th street and Manning. Probably the installation of the 30th street traffic lights would be more in 2017-2018.

Kreimer asked about the 1% watershed district requirement for rate and volume control and was wondering if that was incorporated into this plan. Klatt stated that they will need to meet that and additional work needs to be done on the plans.

Williams stated the plan meets zoning requirements and net density. The only problem he sees is storm water management.

M/S/P: Williams/Dodson, move that condition number 13 be changed to state that the developer submit a letter from the MAC agreeing to the design of storm water facilities acceptable to the City prior to submitting Final Plat application, **Vote:7 -0, motion carried Unanimously.**

Haggard does not agree with giving a credit for parkland for a piece of land that is not connected. Dodson agrees that it seems that it is wooded and might not be developable. Gonyea stated that it was developable and was what the City asked for.

Dodson was wondering how many of these conditions would be resolved prior to Final Plat. He is concerned about the Storm water getting ironed out before Final Plat. Williams pointed out that a number of the conditions specifically state that they must be done before final plat.

M/S/P: Larson/Dorschner, move to recommend approval of the Village Park Preserve preliminary plat with the 13 conditions of approval as drafted by staff based on the findings of fact listed in the staff report, including the amendment to number 13 **Vote:6 -1, motion carried, with Haggard voting no.**

Lundgren asked about the feasibility to get a stub sewer line down to the McLeod property. Dave Gonyea expressed his willingness to work with the McLeods to get a stub sewer line down to their property.

Business Item: Savona Second Addition – Final Plat

Klatt began his presentation regarding the continuation of the discussion of the Final Plat for Savona 2nd addition that was reviewed at the 8/25/14 Planning Commission meeting. First addition has 2 model homes currently under construction. The Planning Commission wanted to see more of the items resolved before Final Plat approval was given. The developer has removed 2 lots to comply with some of the requests of the Planning Commission. Six conditions of approval have been met. There are now 8 conditions of approval which are more Final Plat checklist items before the plat is recorded.

M/S/P: Dodson/Williams, motion to reword condition #4 to state that a common interest agreement concerning the management for both the single family and multi-family areas within Savona, and establishing a homeowners association for both these areas shall be submitted in final form to the Community Development Director. The Declaration shall comply with Minnesota Statute 515B for transfer of control to the Homeowners. **Vote: 7-0, motion carried, unanimously.**

M/S/P: Dodson/Larson, move to recommend approval of the Savona 2nd Addition Final Plat with the 8 conditions of approval as drafted by staff and amended by the Commission and findings of fact in the staff report, **Vote: 7-0, motion carried, unanimously.**

Business Item: Inwood Planned Unit Development (PUD) – General Concept Plan

Klatt began his presentation regarding the continuation of the discussion of the PUD Concept plan for the Inwood Plan. Klatt mentioned that although the public hearing was closed, generally the Planning Commission will let the public make comments. He noted that some of the Planning Commission members did go and visit the Lakes Development in Blaine. The developer has made a number of updates. Cul-de-sac L has been reduced, no lots encroach into the greenbelt buffer, there is increased area adjacent to Stonegate Park. Single family lots were reduced from 281 to 273. There is an updated net density calculation and an open space plan. Staff is recommending approval based on 17 conditions of approval. Staff would also like clarification of 5 previous motions made at the previous meeting to see if they are still valid.

John Rask, Hans Hagen, spoke regarding some of the changes. They are working with the watershed to preserve a couple of wetlands. They are working with the Park Commission regarding the Park and one cu-de-sac was made a pass through. The buffer was extended to the edge of the trees, so the buffer is over the 100 feet required. Rask talked about the PUD ordinance and the requirements that relate to the Comprehensive Plan. Rask stated that a third of the site is open space. He spoke to the density of the development which is within the density range required by the Comprehensive Plan. Rask spoke about what they were trying to accomplish with this development.

Haggard asked about outlot G in the commercial area and asked if it would be developed in the future. Rask responded that it is regulated by the Watershed District and there can be no more than 30% impervious. Each island is an Infiltration basin. They don't have specific users for the commercial, so at this point it is just a concept. Haggard also asked about the buffering between different uses.

Todd Ptacek, 812 Julep Ave, feels that things are moving too quickly and there should have been a moratorium until the numbers were refigured. Just because the numbers are met doesn't mean that it is a good development. With a PUD ordinance, it also gives the City flexibility. It seems wrong to count filtration basins as open space. Also was wondering about the 300 foot property notification. Klatt clarified it is 350 feet.

John Olfelt, 914 Jewel Ave, disappointed that this is such a dense development.

Randy Hederson, 820 Jasmine Ave, totally against having such small width of lots. Also asked about the buffer and how many trees are going to be removed. There will be trees removed to put in the trail in the wooded area. Also feels that the park might be too far away for people in the development.

Tom Fitzgerald, 877 Jasmine Ave Place, has been asked by neighbors to present a petition stating their opposition of this development. Fitzgerald read the petition. The petition had 95 signatures and was submitted for the record.

Mark Enright, 724 Julep Ave, objects to what he considers high density going in next to Stonegate. Feels that the City is moving too quickly. Feels that it would have been respectful if all Stonegate residents would have been notified regardless of the 350 foot rule. Has traffic concerns regarding 10th Street as there are already issues without this development. Asked about definition of open space. Klatt talked about what it is and will see if there is a definition.

Nancy Andert, 697 Julep Ave, appalled by all of this development. Feels there should be a smooth transition as stated in the Comprehensive Plan. Feels we should slow down on all the development. Feels that whatever the developer wants, the City has been changing the code or issuing variances. Why should a PUD be different from any other development?

Michael Lancette, 832 Jasmine Ave, seems that the developer is asking for a lot with the PUD and the City is asking for very little. Would like the motion to include single family homes on the east side of the development. This is a PUD and there should be concessions on both sides.

Curt Monteith, 331 Julep Ave, a number of years ago there was a 55 year and older proposal to the West of Stonegate. He supported it at that time because he felt it was much less dense than what they could end up with.

Wayne Prowse, 697 Julep Ave, against the variances, especially the small lot sizes. Feels that there is enough development surrounding Stonegate and feels that the area cannot absorb the additional traffic along 10th Street. Hans Hagen told him that the City requested the money instead of more parkland. He feels that there is not enough parkland to support the area. He feels that the City is representing the wishes of developers vs. the wishes of the residents.

Sue Dunn, 11018 Upper 33rd Street, what has happened to this City when a home is called a product. What about the school district, parkland, roads. It is time to hit the pause button. The word moratorium doesn't have to scare people and we should be able to develop in a thoughtful and sensitive way that is compatible with Lake Elmo. The City hasn't made adjustments to the Comprehensive Plan, even though the rec units have been reduced.

An email was received from Bob Streeter, the Community Development Director of Oakdale, which was read into the record. Oakdale is concerned with the reduced access to 9th Street and Oak Marsh drive. They would like to work with City of Lake Elmo and County staff to find a mutually agreeable solution.

Greg Milner, was wondering how many people signed the petition. 95 people signed.

Dodson would like to have the benefit to the City of the PUD in this case. Klatt stated that there are 3 things that are needed to be done for a PUD and the City feels they have met those things. The other things are a little more subjective. It is a different product than other developers are doing. The PUD is used as a tool when a developer wants to do something that isn't strictly allowed. In this case they are trying to provide a more unified development.

Williams stated that in this case it allows for a better storm water plan when multiple parcels are rolled together and one plan is brought forward.

Haggard asked if the staff or Council have been looking at lowering the densities now that the forecast has been decreased. Zuleger stated that staff and Council have been looking at rebalancing those numbers, especially in higher density areas such as along Manning. They are looking at possibly more office park and other options.

Lundgren asked what the original rec units were that were mandated. Zuleger responded that we were mandated 6600 total rec units. Zuleger stated that we did not specifically deal with rec units, but dealt with population numbers. Lundgren asked how many rec units have been approved already. Savona has approved a little over 100 rec units. Zuleger stated that with the plats in process including this one would put us up around 1700 rec units.

Williams stated that one thing he sees as making a big difference is extensive landscaping. He would like to see more spruce trees along the buffer of Stonegate.

Kreimer agrees that we do not have anything else like this and the HOA maintained yards are very nice. However, the 38 foot lots are not acceptable and he is not in favor of granting variances for such small lots. Feels that even if you can't see the development from Stonegate, there are other impacts to consider such as light, noise, traffic, etc.

M/S/P: Kreimer/Lundgren, move to recommend denial of the Inwood PUD Concept Plan because it does not conform to the Comprehensive Plan and does not meet the City's PUD Ordinance, **Vote: 2-5, motion fails**, with Haggard, Dorschner, Williams, Dodson and Larson voting no.

Larson spoke in favor of the development. He feels it is a quality development and is a unique product where people will be proud to live. Dodson also struggles with what else could go here instead of this development.

Kreimer stated that the land use plan was designed to put the traffic between 5th street and Hudson. Dodson asked about the traffic study by the County. Kreimer stated that he read someone's comment that there may be a need for a signal there, so clearly there is concern about the traffic.

Dodson stated that after the tour of the Lakes, they have a good idea of what it will look like and there are a lot of positives with the mix of products and the HOA maintained area. Dodson stated that sewered lots are by nature going to be higher density. On the negative, he wasn't all that comfortable with the back yards, but that is not what he would be in the market for.

Kreimer stated he is not comfortable with the apartments because it will add a lot more traffic.

Haggard feels that the density numbers that are created by the multi family is way out of line. She also feels that the commercial land should not be counted in. She feels that with a PUD, the City is able to ask for a reduction.

Dorschner is very uncomfortable with the 36 foot wide lot. He feels that Stonegate won't be happy with any development on that property. Feels we need to decide what is the lesser evil.

Lundgren thinks the density is too high. Klatt stated that they do have the authority to make recommendations.

The Planning Commission came up with a list of conditions and voted on each one individually.

1. All Multi-family housing, including senior housing should be south of 5th street to be consistent with the Comprehensive Plan. **Vote: 5-2, motion carried**, with Larson and Dodson voting no.
2. Add Sidewalks on one side to all roads in the residential areas, except for 9th Street. **Vote: 7-0, motion carried unanimously.**
3. Situate the trail in the east buffer area as far west as possible. **Vote: 7-0, motion carried unanimously.**
4. Lots in neighborhoods E (lots 9-14) F (lots 7-11) and H (lots 7-12) be made designer lots. **Vote: 7-0, motion carried unanimously.**
5. Require a 5 foot side yard setback. **Vote: 2-5, motion failed**, with Larson, Dodson, Haggard, Williams and Kreimer voting no.
6. Park Commission should consider a park to be located toward the end of neighborhood G. **Vote: 7-0, motion carried unanimously.**

7. The maximum density of the high density residential remain at 15 units per acre. **Vote: 7-0, motion carried unanimously.**
8. All Cul-de-sacs must meet the City standard for maximum length. **Vote: 6-1, motion carried,** with Dodson voting no.
9. Applicant must work with the City to submit design standards to the City as part of the Preliminary PUD Plan application for the City's use in reviewing building permits. **Vote: 7-0, motion carried unanimously.**

M/S/P: Larson/Dorschner, move to recommend approval of the Inwood PUD Concept Plan with the findings of fact and 17 conditions of approval as drafted in the staff report, along with the 8 additional conditions voted on by the Planning Commission, for a total of 25 conditions **Vote: 5-2, motion carried,** with Kreimer and Lundgren voting no.

Business Item: Hunter's Crossing Final Plat

Klatt began his presentation for a Final plat for Hunter's Crossing. The Final plat is consistent with the preliminary plat. The final plat for phase I is for 22 single family homes. The critical issues with this development are 5th street construction and phasing, 5th street final construction plans, storm water easement on eastern property, and final checklist for plat approval.

Dodson was wondering why an HOA was required. Klatt said that there is some common area that needs to be maintained.

Williams is wondering why the temporary access road is not shown on the plat. Klatt stated that the engineer is requesting an easement for the access road.

Larson asked why there is no trail shown on the plat. Klatt stated that there is a trail plan that will circle the development and there is a sidewalk on 5th street once it is built.

Haggard is wondering where the safe pedestrian cross walk will be. Klatt stated that when the plans for 5th street come forward, that will be part of the plan.

Dorschner asked why this is phased for a temporary access. Klatt stated that the northern property owner is not interested in building the road and does not want to be assessed for it. Zuleger stated that they are working on an agreement with the northern property owner that the road will be built within 5 years.

Lundgren asked what happens if second addition never materializes. Klatt stated that there will not be over 25 homes built until the road goes in. The road will need to be addressed before any other activity can take place there.

Williams asked about the grading. Currently there is an existing berm going into the driving range. Will that be kept?

Dodson asked Rust what the HOA will do. Rust responded that it will maintain landscaping, monument, mailboxes, architectural standards, protected lands, etc. Dodson feels that it isn't a lot of benefit for the conflict that it can create.

M/S/P: Williams/Lungren, move to require an easement for the temporary access road shown on the final plat. **Vote: 7-0, motion carried unanimously.**

There was more discussion regarding the HOA and Klatt stated that it might go beyond the authority the Planning Commission has for land use planning.

M/S/P: Williams/Dorschner, move to have at the beginning of the draft findings the blanket statement "with the exception of the items noted in the staff report", **Vote: 7-0, motion carried unanimously.**

Haggard stated that she is disappointed that the landscape requirements have not been met. She would like to make sure that we hold true to the landscape standards. Lundgren stated that the words "generally acceptable" is too vague.

M/S/P: Haggard/Kreimer, move to recommend approval of the Hunter's Crossing Final Plat with the 12 conditions as drafted by staff and the Planning Commission and would like to have the landscape plan be in full compliance before going to City Council, **Vote: 7-0, motion carried unanimously.**

Updates and Concerns

Council Updates

1. Savona Conditional Use permit passed.

Staff Updates

1. Upcoming Meetings
 - a. September 22, 2014
 - b. October 13, 2014

Commission Concerns –

Haggard brought up the timing of the packet. 1 business day is not enough time to review.

Dorschner mentioned that we are moving too fast and it is too much for the staff. If we need more staff, we need to get more staff. Zuleger stated that we might bring in a Planning Consultant just to work on Hans Hagen. Fees and escrows will be used against Planning and Building staff. Dorschner also asked about the school district. Zuleger responded that he is working with Planner Johnson and the school district on these concerns. They are also meeting with sheriff Hutton to talk about the impact to police services.

Haggard would like to have a joint meeting with Council to talk more about the recs and what we are on pace for.

Dodson asked about the deadline requirements for developments. Klatt stated that the deadlines are already included in the staff report. Zuleger stated that the developers are going to be told that if a complete submittal isn't received 2 weeks before the meeting, it won't hit the meeting. Klatt stated that we are trying to move to electronic, but that may be a ways out yet.

Meeting adjourned at 12:30 pm

Respectfully submitted,

Joan Ziertman
Planning Program Assistant