

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



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

LAND USE APPLICATION

- Comprehensive Plan Zoning District Amend Zoning Text Amend Variance*(see below) Zoning Appeal
- Conditional Use Permit (C.U.P.) Flood Plain C.U.P. Interim Use Permit (I.U.P.) Excavating/Grading
- Lot Line Adjustment Minor Subdivision Residential Subdivision Sketch/Concept Plan
- PUD Concept Plan PUD Preliminary Plan PUD Final Plan Wireless Communications

Applicant: _____
Address: _____
Phone # _____
Email Address: _____

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

Property Location (Address): _____
(Complete (long) Legal Description: _____

PID#: _____

Detailed Reason for Request: _____

*Variance Requests: As outlined in Section 301.060 C. of the Lake Elmo Municipal Code, the applicant must demonstrate practical difficulties before a variance can be granted. The practical difficulties related to this application are as follows:

In signing this application, I hereby acknowledge that I have read and fully understand the applicable provisions of the Zoning ordinance and current administrative procedures. I further acknowledge the fee explanation as outlined in the application procedures and hereby agree to pay all statements received from the City pertaining to additional application expense.

Signature of applicant: _____ Date: _____

Signature of fee owner: _____ Date: _____



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ACKNOWLEDGEMENT OF RESPONSIBILITY

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

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

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

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

Signature of applicant _____ Date _____

Name of applicant _____ Phone _____
(Please Print)

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



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AFFIRMATION OF SUFFICIENT INTEREST

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

Name of applicant _____
(Please Print)

Street address/legal description of subject property _____

Signature

Date

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

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

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



PLANNED UNIT DEVELOPMENT FINAL PLAN APPLICATION REQUIREMENTS¹

This handout is intended to provide guidance on putting together and submitting a Planned Unit Development application for a unified development of property in Lake Elmo. Development stage submissions should depict and outline the proposed implementations of Preliminary Plan stage for the PUD. Information from the general concept and preliminary plan stages may be included for background and to provide a basis for the submitted plan.

PUD Final Plan Fees: The City Council has established a **non-refundable fee**² for processing Planned Unit Development applications. In addition, the City requires that the applicant enter into an Escrow Agreement with the City and post an escrow to reimburse the City for all technical planning, engineering, public works and legal review. Please consult the fee schedule for current amounts.

Submission Requirements: The Planned Unit Development Final Plan submissions shall include but are not limited to the items listed below:

Sub: Req:

- Final Plat and information by §153.08.

Sub: Req:

- Final plans drawn to scale of not less than 1 inch equals 100 feet (or a scale requested by the Zoning Administrator) containing at least the following:
 - i. Proposed name of the development (which shall not duplicate nor be similar in pronunciation to the name of any plat heretofore recorded in the county where the subject property is situated);
 - ii. Property boundary lines and dimensions of the property and any significant topographical or physical features of the property;
 - iii. The location, size, use and arrangement including height in stories and feet and total square feet of ground area coverage and floor area of proposed buildings, including manufactured homes, and existing buildings which will remain, if any:

¹ The information provided in this document is intended to be a correct statement of the law as set forth in the Lake Elmo City Code and the laws of the State of Minnesota. However, the applicant should refer to the actual sources and consult with their own legal advisor regarding applicability to their application. In providing this information, the City makes no representations nor provides any legal advice or opinion.

² Applicant is also responsible for any additional fees incurred by the City (i.e. engineering, planning, postage, legal expenses, et cetera).



- iv. Location, dimensions of all driveways, entrances, curb cuts, parking stalls, loading spaces and access aisles, and all other circulation elements including bike and pedestrian; and the total site coverage of all circulation elements;
- v. Location, designation and total area proposed to be conveyed or dedicated for public open space, including parks, playgrounds, school sites and recreational facilities;
- vi. The location of applicable site amenities, if any related to any proposed density bonus;
- vii. Proposed lots and blocks, if any and numbering system;
- viii. The location, use and size of structures and other land uses on adjacent properties;
- ix. Detailed sketches and provisions of proposed landscaping;
- x. General grading and drainage plans for the developed PUD; and
- xi. Any other information that may have been required by the Planning Commission or Council in conjunction with the approval of the Preliminary Plan.

Sub: Req:

- Address labels:** A certified list of property owners located within three hundred fifty (350') feet of the subject property obtained from and certified by a licensed abstractor or through Washington County (see attached form).
- An accurate legal description of the entire area within the PUD for which final development plan approval is sought.
- A tabulation indicating the number of residential dwelling units and expected population.
- Density calculations, including proposed density bonuses above the base zoning district. To be granted increased density of residential development, the applicant must submit a schedule of site amenities with proposed designs and standards. The applicant must demonstrate that site amenity standards in Table 16-2, in article 16 of the Lake Elmo Zoning Code have been met to be rewarded additional density.
- A tabulation indicating the gross square footage, if any, of commercial and industrial floor space by type of activity (e.g. retail or office).
- Preliminary architectural "typical" plans indicating use, floor plan, elevations and exterior wall finishes of proposed building, including manufactured homes.

Sub: Req:

- A detailed site plan, suitable for recording, showing the physical layout, design and



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purpose of all streets, easements, rights of way, utility lines and facilities, lots, block, public and common open space, general landscaping plan, structure, including mobile homes, and uses.

- Preliminary grading and site alteration plan illustrating changes to existing topography and natural site vegetation. The plan should clearly reflect the site treatment and its conformance with the approved concept plan.
- A soil erosion control plan acceptable to watershed districts, Department of Natural Resources, Natural Resources Conservation Service, or any other agency with review authority, clearly illustrating erosion control measures to be used during construction and as permanent measures.



PUBLIC WORKS DEPARTMENT
SURVEY & LAND MANAGEMENT
DIVISION

Donald J. Theisen, P.E.
Director

Michael J. Welling, P.L.S.
County Surveyor/Division Manager

Washington County Government Center • 14949 62nd Street North • P.O. Box 6 • Stillwater, MN 55082
Phone 651-430-6875 • Fax 651-430-6888 • TTY 651-430-6246

Date of request _____ Parcel Search File No. _____

REQUEST FOR SURROUNDING PROPERTY OWNERS AND ADDRESSES

Requested by: Name _____
Business _____
Street address _____
City/State/Zip code _____

Daytime Phone () _____

List of owner names and addresses for parcels located within _____ feet of:

Parcel ID (if known) _____
Owner's Name _____
Street address of subject parcel _____
City or Township _____

Date needed: _____ Mail report _____ Pick up report _____
Mailing labels: Yes _____ No _____
of sets of labels: _____

PARCEL SEARCH FEES

1st 25 parcels, including subject parcel (\$50.00) \$ _____
1 sheet of 30 labels (\$1.00/set) _____
Postage, if parcel search is mailed (\$2.00) _____
Fee, if parcel search is faxed (\$2.00) _____

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

of additional parcels _____ x .50 = \$ _____
of add'l sheets of labels _____ x 1.00 = _____

Amount due: \$ _____
Visa/MC _____ Check/Cash _____ Invoice _____
Payment date _____ Payment received by _____

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



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

THIS AGREEMENT is made this ____ day of _____ 201 , by the Applicant and Owner (hereinafter individually and collectively referred to as "Applicant") in favor of the City of Lake Elmo, a municipal corporation of Minnesota (hereinafter referred to as "City").

A. "Applicant" whose name and address is:

B. "Owner" whose name and address is:

RECITALS

WHEREAS, the Applicant has applied to the City for approval for one or more of the following:
(Circle One)

- 1. Concept / Sketch Plan
- 2. Preliminary Plat
- 3. Final Plat
- 4. Planned Unit Development
- 5. Open Space Development
- 6. Conditional Use Permit
- 7. Commercial Zoning / Use
- 8. EAW Review

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

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

NOW THEREFORE, the City and Applicant agree as follows:

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

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

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

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

[Signature Page Follows]

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

APPLICANT

OWNER:

By: _____
Its: _____

STATE OF MINNESOTA)
) ss.
COUNTY OF WASHINGTON)

On this ____ day of _____, 201 , before me a Notary Public within and for said County, personally appeared _____ and _____ to me personally known, to be the person described in and who executed the foregoing instrument and acknowledged that he / she/ they executed that same as his / her / their free act and deed.

Notary Public

STATE OF MINNESOTA)
) ss.
COUNTY OF WASHINGTON)

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Notary Public

CITY OF LAKE ELMO

By: Kristina Handt
Its: City Administrator

Attest: Julie Johnson, City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF WASHINGTON)

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Notary Public



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(Please Print)

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