



**MAYOR AND COUNCIL COMMUNICATION**

DATE: 11/4/15

**CONSENT**

ITEM #: 11

**AGENDA ITEM:** Reassignment of Inwood development contract

**SUBMITTED BY:** Clark Schroeder

**THROUGH:** Clark Schroeder

**REVIEWED BY:** **Dave Snyder**

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**SUGGESTED ORDER OF BUSINESS:**

- Introduction of Item.....Staff
- Report/Presentation .....Staff
- 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

**PUBLIC POLICY STATEMENT: NO POLICY BEING DECIDED**

**SUMMARY AND ACTION REQUESTED:** Hans Hagen Homes, Inc., a Minnesota corporation (“Hagen”) is the developer under that certain Development Contract dated June 9, 2015 by and between the City of Lake Elmo, a Minnesota municipal corporation (the “City”) and Hagen (the “Public Sewer and Water Contract”), and that certain Development Contract by and between the City and Hagen (the “Site Grading Contract”, and collectively with the Public Sewer and Water Contract, the “Development Contracts”), both of which relate to the development of certain real property located in the County of Washington, State of Minnesota, and as more particularly described in the Development Contracts. Hagen is considering the transfer and sale of substantially all of its assets (the “Asset Sale”), including its rights under the Development Contracts, to M/I Homes of Minneapolis/St. Paul, LLC, a Delaware limited liability company (“M/I”), which is an affiliate of M/I Homes, Inc., a public homebuilding company.

**BACKGROUND AND STAFF REPORT:**

With the reassignment there needs to be a determination of cash escrow that would transfer in this sale from Hans Hagen to M/I homes. Due to the limited amount of time to prepare this document staff have not completed the exact amount which will be left to transfer. This amount will be filled in after consulting with Planning, Finance, and Engineering.

**RECOMMENDATION:**

*Staff recommends the City Council ... take the following action / with the following motion:*

***“Move to reassign development contracts from Hans Hagen Homes to M/L Homes, LLC.”***

**ATTACHMENT(S):** *Reassignment contract and Letter from Hans Hagen Home*

# Hans Hagen Homes

October 30, 2015

Dear Honorable Mayor and City Council

As Hans Hagen Homes completes our 50<sup>th</sup> year in business, we have started plans for the next 50 years. As part of this plan, we decided to look for a larger company that we could join that has our reputation, ethics and dedication to customers.

We have found that company and we are excited to join forces with M/I Homes. Since 1976, M/I Homes have operated with our same high standards. Based in Columbus, Ohio, M/I has delivered more than 90,000 homes in 40 years and grown from a family company to a national leader in a single generation.

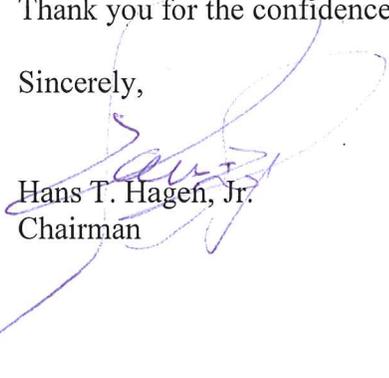
You are unlikely to notice any change as we pass the baton to M/I Homes. We will be building the same homes, same neighborhood design, with the same people. Most importantly, we will move forward with the same values, integrity, and ethical standards.

The InWood neighborhood plans will remain unchanged. As a matter of fact, by adding the resources and strength of M/I Homes, we are confident that this neighborhood will be better than ever.

If you have any questions, please feel free to contact John Rask at 763-586-7202. John will continue to be involved in all aspects of the InWood neighborhood.

Thank you for the confidence you have place in us and your continued support.

Sincerely,



Hans T. Hagen, Jr.  
Chairman

**CONSENT AND ESTOPPEL REGARDING DEVELOPMENT CONTRACTS  
INWOOD**

Hans Hagen Homes, Inc., a Minnesota corporation (“Hagen”) is the developer under that certain Development Contract dated June 9, 2015 by and between the City of Lake Elmo, a Minnesota municipal corporation (the “City”) and Hagen (the “Public Sewer and Water Contract”), and that certain Development Contract dated \_\_\_\_\_, 2015 by and between the City and Hagen (the “Site Grading Contract”, and collectively with the Public Sewer and Water Contract, the “Development Contracts”), both of which relate to the development of certain real property located in the County of Washington, State of Minnesota, and as more particularly described in the Development Contracts. Hagen is considering the transfer and sale of substantially all of its assets (the “Asset Sale”), including its rights under the Development Contracts, to M/I Homes of Minneapolis/St. Paul, LLC, a Delaware limited liability company (“M/I”), which is an affiliate of M/I Homes, Inc., a public homebuilding company. By its execution of this Consent and Estoppel Regarding Development Contracts (“Estoppel”), the City hereby represents, warrants, consents, and agrees to the following:

1. The Development Contracts are presently in full force and effect according to their terms.
2. As of the date of this Estoppel, the cash escrows held by the City pursuant to the terms of the Development Contracts are as follows:
  - a. \$ \_\_\_\_\_ for the Public Sewer and Water Contract; and
  - b. \$ \_\_\_\_\_ for the Site Grading Contract.
3. To the actual knowledge of the City, and with no duty of the City to investigate or make further inquiries, Hagen is not in default under the Development Contracts nor has any event occurred that with the giving of notice or passage of time would constitute a default under the Development Contracts.
4. Upon closing of the Asset Sale, and in consideration of M/I’s assumption of Hagen’s obligations under the Development Contracts to be performed after the Asset Sale, the City (i) consents to the assignment of the Development Contracts, and (ii) agrees that M/I may enjoy the rights, benefits and obligations of Hagen under the Development Contracts.
5. The individuals signing below are duly authorized to sign this Estoppel on behalf of the City.

[Signature Page to Follow]

CITY OF LAKE ELMO,  
a Minnesota municipal corporation:

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

Printed Name: \_\_\_\_\_

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

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

Printed Name: \_\_\_\_\_

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



# MAYOR & COUNCIL COMMUNICATION

**DATE:** November 4, 2015  
**REGULAR**  
**ITEM** 12

**AGENDA ITEM:** 2016 Street, Drainage & Utility Improvements – Public Improvement Hearing; Resolution Ordering the Improvement and the Preparation of Plans and Specifications; Motion to Approve Engineering Design and Construction Support Services Contract

**SUBMITTED BY:** Ryan Stempski, Project Engineer

**THROUGH:** Clark Schroeder, Interim City Administrator

**REVIEWED BY:** Julie Johnson, City Clerk  
Cathy Bendel, Finance Director  
Jack Griffin, City Engineer

**SUGGESTED ORDER OF BUSINESS:**

- Introduction of Item ..... City Engineer
- Report/Presentation.....Project Engineer
- Questions from Council to Staff ..... Mayor Facilitates
- Open Public Improvement Hearing; Public Input ..... Mayor Facilitates
- Call for Motion ..... Mayor & City Council
- Discussion ..... Mayor & City Council
- Action on Motion..... Mayor Facilitates

**POLICY RECOMMENDER:** Engineering.

**FISCAL IMPACT:** Cost for preparation of plans and specifications and bidding services to be presented at the City Council Meeting.

The 2016 Street, Drainage and Utility Improvements is an estimated \$1,409,000 infrastructure project that will be partially assessed against the benefitting properties consistent with the City’s Special Assessment Policy. The project is funded through the issuance of general obligation bonds and special assessments.

Ordering the Improvements and authorizing the preparation of plans and specifications commits the City to incur the engineering costs necessary to complete detailed design and receive

contractor bids to ready the project for construction in 2016. The council will be asked to award a contract for construction in April 2016, at which time the City would be asked to commit to the remaining project costs.

**SUMMARY AND ACTION REQUESTED:**

The City Council is respectfully requested to open the Public Improvement Hearing for the 2016 Street, Drainage and Utility Improvements; and following the Hearing, consider adopting Resolution No. 2015-XX Ordering the Improvement and the Preparation of Plans and Specifications; and awarding a Professional Engineering Design and Construction Support Services Contract. The recommended motions for these actions are as follows:

*“Move to adopt Resolution No. 2015-82 Ordering the 2016 Street, Drainage and Utility Improvements and the Preparation of Plans and Specifications.”*

*and*

*“Move to approve a Professional Engineering Design and Construction Support Services Contract as recommended by the City Engineer.”*

**LEGISLATIVE HISTORY/BACKGROUND INFORMATION:**

Pursuant to Minnesota Statutes, Section 429.011 to 429.111, a Public Improvement Hearing was noticed for November 4, 2015, to consider making the following improvements:

- Reconstruction of Kirkwood Avenue N from 50<sup>th</sup> Street to the north cul-de-sac. The improvement includes a new bituminous surface along an existing gravel roadway.
- Reconstruction of Kelvin Avenue N from Old TH 5 to the north cul-de-sac. The report also recommends improvements to convert a private drive serving 8 residential properties to a public street.
- Resurfacing the streets through a street reclaim within the Stonegate 1<sup>st</sup> Addition, including 9<sup>th</sup> Street N, Jasmine Avenue Place N, and Jasmine Avenue N from 10<sup>th</sup> Street to Julep Avenue.
- 12-inch trunk watermain to be extended along Kelvin Avenue N from Kelvin Court to Stillwater Lane. Based upon receipt of a property owner petitions, extension of 6-inch and 8-inch lateral watermain is considered off of Kelvin Avenue N.

The attached notice was published in the official newspaper and individual notifications were sent to each address that will be wholly or partially assessed for the improvements.

The street improvements proposed in 2016 were identified in the City’s 5-Year Street Capital Improvement Program. Trunk watermain is to be extended along Kelvin Avenue N per the City’s 2030 Comprehensive Water System Plan. The City is also responding to petitions for municipal water in the Kelvin Avenue area. The feasibility report was adopted by the City Council on October 6, 2015. The report identifies the necessary improvements, the estimated project costs, the assessment methodology and preliminary assessment amounts to be levied against properties adjacent to and benefitting from the improvements.

The improvements will be funded partially through assessments against the benefitting properties consistent with the City's Special Assessment Policy. Assessments for street improvements are levied over 10 years. Assessments for watermain improvements are levied over 15 years. On October 27, 2015 a property owner meeting was held for each neighborhood to review the proposed scope of improvements and answer questions from property owners.

To complete the engineering design, the City Engineer prepared and sent out a Request for Proposal (RFP) for the Engineering Support Services that included topographic survey, the preparation of plans and specifications; plan printing, distribution and bidding services; construction administration support to the City Engineer, and construction staking. FOCUS Engineering will provide resident and council communication, conduct public meetings, project management, coordinate the project permitting, and will provide construction administration services for the project. FOCUS will also oversee the project design standards and documents to be incorporated with the project plans and specifications. Construction observation services will be retained at a later date once the project has been bid and awarded for construction.

The RFP was sent to four firms from the City's Engineering Consultant Pool, including Bolton and Menk, MSA, SEH, and TKDA. Proposals will be received on October 30, 2015 and will be reviewed and ranked on the following basis:

- Project Team Qualifications with a focus on a Project Manager capable of leading and delivering a street and utility improvement project.
- Demonstrated understanding and experience with the project and understanding of the critical success factors.
- Understanding the scope of work and roles and responsibilities of the Consultant.
- Collaboration of skills and responsiveness demonstrated during the RFP submittal process and:
- Engineering Fees, indicating a detailed breakdown that is consistent with the Consultant's written proposal and the needs for delivery of a successful project.

A presentation of the results and recommendation of a consultant will be provided at the Meeting.

**RECOMMENDATION:**

Staff is recommending that the City Council adopt Resolution No. 2015-82 Ordering the Improvements and the Preparation of Plans and Specifications for the 2016 Street, Drainage and Utility Improvements. The recommended motion for this action is as follows:

***“Move to adopt Resolution No. 2015-82 Ordering the Street, Drainage and Utility Improvements and the Preparation of Plans and Specifications.”***

Staff is also recommending that the City Council award a Professional Engineering Design and Construction Support Services Contract for the 2016 Street, Drainage and Utility Improvements. The recommended motion for this action is as follows:

***“Move to approve a Professional Engineering Design and Construction Support Services Contract as recommended by the City Engineer.”***

**ATTACHMENT(S):**

1. Resolution 2015-82 Ordering the Improvements and Preparation of Plans and Specifications.
2. Notice of Hearing on Improvement.
3. Preliminary Assessment Roll.
4. Location Map.
5. Project Schedule.

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

**RESOLUTION NO. 2015-82**

**A RESOLUTION ORDERING THE IMPROVEMENT AND PREPARATION OF PLANS AND SPECIFICATIONS FOR THE 2016 STREET, DRAINAGE & UTILITY IMPROVEMENTS**

**WHEREAS**, pursuant a resolution of the city council adopted the 6<sup>th</sup> day of October, 2015, the council ordered a hearing on Improvement for the 2016 Street, Drainage and Utility Improvements; and

**WHEREAS**, ten days' mailed notice and two weeks published notice of the hearing was given, and the hearing was held thereon on the 4<sup>th</sup> day of November, 2015, at which all persons desiring to be heard were given the opportunity to be heard thereon; and

**WHEREAS**, the feasibility report prepared by FOCUS Engineering, Inc., and dated September 2015 states that the project is necessary, cost-effective, and feasible.

**NOW, THEREFORE, BE IT RESOLVED,**

1. Such improvement is deemed necessary, cost-effective, and feasible as detailed in the Feasibility Report dated September 2015.
2. Such improvement is hereby ordered as proposed in the council resolution adopted this 4<sup>th</sup> day of November, 2015.
3. The city council declares its official intent to reimburse itself for the costs of the improvement from the proceeds of tax exempt bonds.
4. The city engineer is hereby designated as the engineer for making this improvement. The engineer, and his consultants, shall oversee the preparation of the Plans and Specifications for the making of such improvement.
5. The city engineer shall retain the services of a consulting engineering firm to assist, where needed, to prepare Plans and Specifications for the making of such improvement and to assist the city engineer during the construction phase of the improvement as requested.

**ADOPTED BY THE LAKE ELMO CITY COUNCIL ON THE FOURTH DAY OF NOVEMBER, 2015.**

**CITY OF LAKE ELMO**

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

Mike Pearson  
Mayor

(Seal)  
ATTEST:

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

CITY OF LAKE ELMO  
**REVISED NOTICE OF HEARING ON IMPROVEMENT**  
2016 STREET, DRAINAGE AND UTILITY IMPROVEMENTS

Notice is hereby given that the City Council of Lake Elmo will meet in the council chambers of the city hall at or approximately after 7:00 P.M. on **Wednesday, November 4, 2015**, to consider the making of the following improvements, pursuant to Minnesota Statutes, Sections 429.011 to 429.111;

The street improvements include: (1) Reconstruction of Kirkwood Avenue North from 50<sup>th</sup> Street North to the north cul-de-sac with a new bituminous surface; (2) Reconstruction of Kelvin Avenue North from Old TH 5 to the north cul-de-sac. (3) Resurfacing the street through a street reclaim within the Stonegate 1st Addition consisting of 9<sup>th</sup> Street North; Jasmine Avenue Place North; and Jasmine Avenue North from 10<sup>th</sup> Street (CSAH 10) to Julep Avenue North.

The associated watermain improvements may also include the extension of municipal water service along Kelvin Avenue North.

The area proposed to be assessed for the street improvements include the properties directly abutting and accessing the proposed streets along Kirkwood Avenue North, Kelvin Avenue North, 9<sup>th</sup> Street North, Jasmine Avenue Place North, and Jasmine Avenue North from 10<sup>th</sup> Street (CSAH 10) to Julep Avenue North. The area proposed to be assessed for the watermain improvements include the properties proposed to receive new water service along Kelvin Avenue North.

The estimated total cost of the street improvements is \$1,195,000 and the estimated total cost of the watermain improvements is \$214,000. A reasonable estimate of the impact of the assessment will be available at the hearing. Such persons as desiring to be heard with reference to the proposed improvements will be heard at this meeting.

**DATED: ~~October 6, 2015~~ October 21, 2015**

**BY ORDER OF THE LAKE ELMO CITY COUNCIL**

**Mike Pearson, Mayor**

*(Published in the Oakdale Lake Elmo Review on October 14, 2015 and October 21, 2015)*

*(Published in the St. Paul Pioneer Press on October 22, 2015 and October 29, 2015)*

PRELIMINARY PROJECT SCHEDULE  
CITY OF LAKE ELMO

**FOCUS** ENGINEERING, inc.

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

2016 STREET, DRAINAGE AND UTILITY IMPROVEMENTS  
PROJECT NO. 2015.129

*OCTOBER 2015*

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August 4, 2015	Council authorizes Feasibility Report.
October 6, 2015	Presentation of Feasibility Report. Council accepts Report and calls Hearing.
November 4, 2015	Public Improvement Hearing. Council orders preparation of Plans and Specifications.
February 16, 2016	Council approves Plans and Specifications and orders Advertisement for Bids.
March 17, 2016	Receive Contractor Bids.
April 5, 2016	Council accepts Bids and awards Contract.
May 2, 2016	Conduct Pre-Construction Meeting and issue Notice to Proceed.
August 12, 2016	Substantial Completion.
September 30, 2016	Final Completion.

STREET IMPROVEMENTS  
KIRKWOOD AVENUE NORTH  
PRELIMINARY ASSESSMENT ROLL

<b>NO.</b>	<b>NAME</b>	<b>ADDRESS</b>				<b>PID</b>	<b>AMOUNT</b>
1	MANZARA ANTHONY P & SARAH E	5050	KIRKWOOD	AVE N	LAKE ELMO	55042 0202921430002	\$ 13,800.00
2	HECTOR WAYNE M & KAREN K SCHNEIDER	5110	KIRKWOOD	AVE N	LAKE ELMO	55042 0202921430003	\$ 13,800.00
3	THOMPSON CARMEN M & ROBBI	5170	KIRKWOOD	AVE N	LAKE ELMO	55042 0202921430004	\$ 13,800.00
4	KRISTENSON ALLAN J & JACQUEL	5230	KIRKWOOD	AVE N	LAKE ELMO	55042 0202921430005	\$ 13,800.00
5	HESSE RICHARD D & ROSALIE M	5235	KIRKWOOD	AVE N	LAKE ELMO	55042 0202921420001	\$ 55,200.00
6	BASARA DOUGLAS J & ELIZABETH J	5300	KIRKWOOD	AVE N	LAKE ELMO	55042 0202921420002	\$ 13,800.00
7	LAATSCH JOHN M & MARY CANE LAATSCH	5760	KIRKWOOD	AVE N	LAKE ELMO	55042 0202921420003	\$ 13,800.00
						TOTAL	\$ 138,000.00

STREET IMPROVEMENTS  
 KELVIN AVENUE NORTH  
 PRELIMINARY ASSESSMENT ROLL

NO.	NAME	ADDRESS	PID	AMOUNT
1	COMMON GROUND CHURCH	10240 STILLWATER BLVD N LAKE ELMO	55042 1402921320024	\$ 13,400.00
2	FRENIER ANTOINE & ANDREA MEYER	10240 STILLWATER LN N LAKE ELMO	55042 1402921320016	\$ 5,200.00
3	HEDQUIST RICHARD A & PATRICI	3440 KELVIN AVE N LAKE ELMO	55042 1402921320014	\$ 5,200.00
4	CHRISTENSEN CYN DIE	3464 KELVIN AVE N LAKE ELMO	55042 1402921320013	\$ 5,200.00
5	ROGERS WILLIAM J & JUDY D	3490 KELVIN AVE N LAKE ELMO	55042 1402921320012	\$ 5,200.00
6	DONNA R HARSTAD TRS	3503 KELVIN AVE N LAKE ELMO	55042 1402921240002	\$ 5,200.00
7	DONNA R HARSTAD TRS	3503 KELVIN AVE N LAKE ELMO	55042 1402921240006	\$ 5,200.00
8	CHAVEZ JOSE & JOAN S	3505 KELVIN AVE N LAKE ELMO	55042 1402921240005	\$ 5,200.00
9	LINDER ALVERT R & JUDITH A	3508 KELVIN AVE N LAKE ELMO	55042 1402921320019	\$ 5,200.00
10	SCHILTGREN ROBERT J TRS & MARY J HOGAN-SCHILTGREN TR	3509 KELVIN AVE N LAKE ELMO	55042 1402921240011	\$ 5,200.00
11	PAULSON DONALD V & PHYLLIS K	3533 KELVIN AVE N LAKE ELMO	55042 1402921240007	\$ 5,200.00
12	KASK EARLE L & FREYA L	3551 KELVIN AVE N LAKE ELMO	55042 1402921240009	\$ 5,200.00
13	LOOS DAVID S & WENDY	3567 KELVIN AVE N LAKE ELMO	55042 1402921240010	\$ 5,200.00
14	BUCHHOLTZ THEODORE & EDNA S	3597 KELVIN AVE N LAKE ELMO	55042 1402921240008	\$ 5,200.00
15	CURRAN PATRICK A & DIANE J	3607 KELVIN AVE N LAKE ELMO	55042 1402921240012	\$ 5,200.00
16	CURRAN PATRICK A & DIANE J	3607 KELVIN AVE N LAKE ELMO	55042 1402921240013	\$ 5,200.00
17	FRIEDERICH WILLIAM & CHRISTIN	3691 KELVIN AVE N LAKE ELMO	55042 1402921230003	\$ 5,200.00
18	BEAUBIEN JEANNE M	3681 KELVIN AVE N LAKE ELMO	55042 1402921240003	\$ 5,200.00
TOTAL				\$ 101,800.00

WATERMAIN IMPROVEMENTS  
 KELVIN AVENUE NORTH  
 PRELIMINARY ASSESSMENT ROLL

NO.	NAME	ADDRESS				PID	AMOUNT
1	COMMON GROUND CHURCH	10240	STILLWATER	BLVD N	LAKE ELMO	55042 1402921320024	\$ 11,600.00
2	FRENIER ANTOINE & ANDREA MEYER	10240	STILLWATER	LN N	LAKE ELMO	55042 1402921320016	\$ 5,800.00
3	HEDQUIST RICHARD A & PATRICI	3440	KELVIN	AVE N	LAKE ELMO	55042 1402921320014	\$ 5,800.00
4	CHRISTENSEN CYNDIE	3464	KELVIN	AVE N	LAKE ELMO	55042 1402921320013	\$ 5,800.00
5	ROGERS WILLIAM J & JUDY D	3490	KELVIN	AVE N	LAKE ELMO	55042 1402921320012	\$ 5,800.00
6	LINDER ALVERT R & JUDITH A	3508	KELVIN	AVE N	LAKE ELMO	55042 1402921320019	\$ 5,800.00
7	SCHILTGREN ROBERT J TRS & MARY J HOGAN-SCHILTGREN TR	3509	KELVIN	AVE N	LAKE ELMO	55042 1402921240011	\$ 5,800.00
8	PAULSON DONALD V & PHYLLIS K	3533	KELVIN	AVE N	LAKE ELMO	55042 1402921240007	\$ 12,000.00
9	KASK EARLE L & FREYA L	3551	KELVIN	AVE N	LAKE ELMO	55042 1402921240009	\$ 12,000.00
10	LOOS DAVID S & WENDY	3567	KELVIN	AVE N	LAKE ELMO	55042 1402921240010	\$ 12,000.00
11	BUCHHOLTZ THEODORE & EDNA S	3597	KELVIN	AVE N	LAKE ELMO	55042 1402921240008	\$ 12,000.00
12	CURRAN PATRICK A & DIANE J	3607	KELVIN	AVE N	LAKE ELMO	55042 1402921240012	\$ 12,000.00
13	DONNA R HARSTAD TRS	3503	KELVIN	AVE N	LAKE ELMO	55042 1402921240002	\$ 24,500.00
14	CHAVEZ JOSE & JOAN S	3505	KELVIN	AVE N	LAKE ELMO	55042 1402921240005	\$ 24,500.00
						TOTAL	\$ 155,400.00

STREET IMPROVEMENTS  
 STONEGATE 1ST ADDITION  
 PRELIMINARY ASSESSMENT ROLL

NO.	NAME	ADDRESS	PID	AMOUNT
1	MONTEITH CURTIS & DEBRA	331 JULEP AVE N LAKE ELMO	55042 3402921230012	\$ 6,000.00
2	BETZ DOUG M & AMY M	371 JULEP AVE N LAKE ELMO	55042 3402921230013	\$ 6,000.00
3	CITY OF LAKE ELMO	750 JASMINE AVE N LAKE ELMO	55042 3402921230002	\$ 6,000.00
4	HOHENWALD MARK	755 JASMINE AVE N LAKE ELMO	55042 3402921230010	\$ 6,000.00
5	YANG KAY	770 JASMINE AVE N LAKE ELMO	55042 3402921230005	\$ 6,000.00
6	PETERS PAMELA J	785 JASMINE AVE N LAKE ELMO	55042 3402921230009	\$ 6,000.00
7	WALLRICH TIMOTHY W & MARILEE A	790 JASMINE AVE N LAKE ELMO	55042 3402921230016	\$ 6,000.00
8	HENDERSON RANDALL T & GLORIA A	820 JASMINE AVE N LAKE ELMO	55042 3402921230015	\$ 6,000.00
9	INTIHAR KEVIN & WINDY	829 JASMINE AVE N LAKE ELMO	55042 3402921230006	\$ 6,000.00
10	LANCETTE MICHAEL & KATHLEEN	832 JASMINE AVE N LAKE ELMO	55042 3402921220010	\$ 6,000.00
11	BONFE ANTHONY W & MARY E	854 JASMINE AVE N LAKE ELMO	55042 3402921220009	\$ 6,000.00
12	SKARDA JAMES R & PATRICIA L	868 JASMINE AVE N LAKE ELMO	55042 3402921220008	\$ 6,000.00
13	JADER GARY C & RICHELLE M	974 JASMINE AVE N LAKE ELMO	55042 3402921220001	\$ 6,000.00
14	JOHNSON GEORGE N & MARY JAN	867 JASMINE AVE PL N LAKE ELMO	55042 3402921220011	\$ 6,000.00
15	LARSON SEAN D & LINDA M	871 JASMINE AVE PL N LAKE ELMO	55042 3402921230007	\$ 6,000.00
16	BRUNO BENJAMIN J	873 JASMINE AVE PL N LAKE ELMO	55042 3402921230008	\$ 6,000.00
17	JOHN M & KRISTINA W HEILI TRS	875 JASMINE AVE PL N LAKE ELMO	55042 3402921240002	\$ 6,000.00
18	FITZGERALD THOMAS & MARY	877 JASMINE AVE PL N LAKE ELMO	55042 3402921240001	\$ 6,000.00
19	OLSON ROBBI J & JILL M	881 JASMINE AVE PL N LAKE ELMO	55042 3402921210003	\$ 6,000.00
20	IH2 PROPERTY ILLINOIS LP	883 JASMINE AVE PL N LAKE ELMO	55042 3402921210010	\$ 6,000.00
21	LEARN JAMES W JR & JOAN E	887 JASMINE AVE PL N LAKE ELMO	55042 3402921210009	\$ 6,000.00
22	SHERRITT BRUCE C & MICHELLE M	9023 9TH ST N LAKE ELMO	55042 3402921220004	\$ 6,000.00
23	STADICK DANIEL P & JEANNE M	9034 9TH ST N LAKE ELMO	55042 3402921220003	\$ 6,000.00
24	MILNAR GREGORY B & BEVERLY B	9073 9TH ST N LAKE ELMO	55042 3402921220005	\$ 6,000.00
25	CHENGSENGPASEUTHAR MAIXI	9106 9TH ST N LAKE ELMO	55042 3402921220002	\$ 6,000.00
26	NELSON DAVID M & MARYBETH H	9123 9TH ST N LAKE ELMO	55042 3402921220006	\$ 6,000.00
27	TAYLOR KRISTINA J	9179 9TH ST N LAKE ELMO	55042 3402921220007	\$ 6,000.00
28	MONICO GINO A & PEGGI A	9251 9TH ST N LAKE ELMO	55042 3402921210008	\$ 6,000.00
29	ISRAELSON RONALD J & COLLEEN A	9314 9TH ST N LAKE ELMO	55042 3402921210004	\$ 6,000.00
30	SMORCH TERRANCE M & CAROL K	9323 9TH ST N LAKE ELMO	55042 3402921210007	\$ 6,000.00
31	HOMMERDING JACOB G & AUTUMN P	9386 9TH ST N LAKE ELMO	55042 3402921210005	\$ 6,000.00
32	MEYER DALE J & GERNES-MEYER & BERNIECE L GERNES-ME	9391 9TH ST N LAKE ELMO	55042 3402921210006	\$ 6,000.00
33	MOREY DARRELL W & CHARLOTTE	2749 HENSLOW AVE OAKDALE	55128 3402921220012	\$ 6,000.00
TOTAL				\$ 198,000.00



**LEGEND**

 2016 STREET IMPROVEMENTS



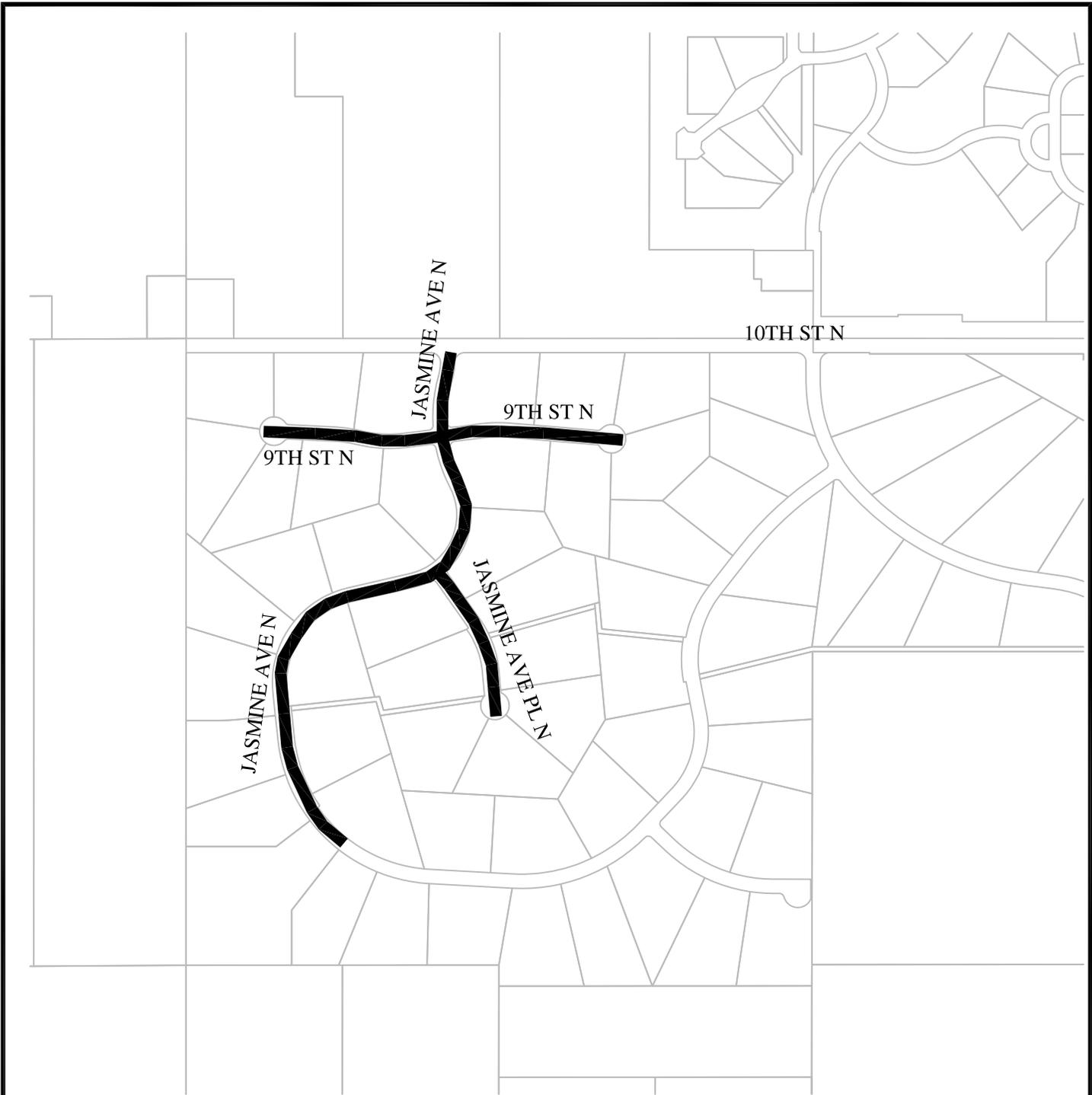
FIGURE NO. 1

**LOCATION MAP**

KIRKWOOD AVENUE NORTH &  
KELVIN AVENUE NORTH

**FOCUS**  
ENGINEERING

2016 STREET IMPROVEMENTS  
PROJECT NO. 2015.129  
SEPTEMBER, 2015



**LEGEND**

 2016 STREET IMPROVEMENTS





MAYOR AND COUNCIL COMMUNICATION

DATE: 11/4/15  
CONSENT  
RESOLUTION #  
ITEM: #13

**AGENDA ITEM:** Hammes Plat Extension  
**SUBMITTED BY:** Clark Schroeder, Interim City Administrator  
**THROUGH:** Clark Schroeder, Interim City Administrator  
**REVIEWED BY:** Clark Schroeder, Interim City Administrator

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**SUGGESTED ORDER OF BUSINESS:**

- Introduction of Item ..... Interim City Administrator
- Report/Presentation..... Interim City Administrator
- 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

**FINANCIAL IMPACT:** Delayed/Lost revenue related to 163 units; General fund impact of approximately \$100k per year, Utility fund access and connection fees of \$1.2M, Utility fund usage revenue of \$150k per year and parkland dedication fees of \$107k. Risk related to recovery of utility fund special assessments of \$580k.

**BACKGROUND AND STAFF REPORT:**

On October 7, 2014, the City Council approved the Hammes Estates final plat. At that same meeting, a draft developer agreement was proposed and approved as well. However, the developer agreement was never executed due to various issues.

The issues which previously prevented the execution of the developer agreement and the plat from being recorded have since been mitigated and they would now like to move forward. However, since plat approval is good for one year, an extension is being sought from the City Council to allow them to do so.

Opinion from Mr. Snyder.

Setting aside the financial inquiries, my recommendation would be to grant an extension here-as requested to October. A decision on this subject would be evaluated by the arbitrary and capricious standard-basically an inquiry into the reasonableness of the council's decisionmaking.

Since there have been no intervening area-wide zoning changes, no big land-use changes, since the plat is not proposed to be materially modified and since the extension is, practically speaking, that of a couple of months, I think an extension would customarily be granted and that a reviewer would conclude that it should be granted. I do not recommend an extension longer than that at this time-any subsequent extension should be sought from and considered by Council at the end of any extension given into next year.

Turning to financial inquiries then, I would defer to Clark and Cathy. As for the specific question, No, the petition and waiver agreement does not require the city to allow plats or plat extensions.

The financial aspects of this should, however, be a central area of the council's understanding of the implications of an approval or denial of the extension request. Needless to say, if the plat is allowed to expire and no extension is granted then receipt of infrastructure funding from this development and any that might rely on it for their own utilities will certainly be delayed, likely indefinitely and likely for a long time.

### **S.W.O.T Analysis:**

<b>Strengths:</b>	Recovery of infrastructure investment via access and connection fees, ability to collect of special assessments assessed as part of the section 34 project and generation of on-going utility usage revenue to strengthen the utility fund balances.
<b>Weaknesses:</b>	None identified
<b>Opportunities:</b>	Ability to move forward with a previously approved plat.
<b>Threats:</b>	Potential for prior developer to place lien on property preventing build out activity.

### **RECOMMENDATIONS:**

**“Motion to extend the final plat approval and development contract for two years through Oct 7<sup>th</sup> 2016 with the condition that all special assessments be paid at plat, that the developer's agreement be signed within 60 days of November 4<sup>th</sup> 2015, that the agreement and resolution be reassigned to Hammes Estates from Hammes West, LLC.”**

### **ATTACHMENTS:**

1. Request from Eleanor Hammes for an extension
2. Developer Agreement
3. City council packet 10-7-14

*(reserved for recording information)*

## **DEVELOPMENT CONTRACT**

*(Public sewer and water)*

### ***Hammes Estates 1<sup>st</sup> Addition***

**AGREEMENT** dated \_\_\_\_\_, 2015, by and between the **CITY OF LAKE**

**ELMO** a Minnesota municipal corporation ("City"), and The Ryland Group, Inc. a Maryland Corporation (the "Developer").

**1. REQUEST FOR PLAT APPROVAL.** The Developer has asked the City to approve the plat for Hammes Estates 1<sup>st</sup> Addition (referred to in this this Contract as the "plat"). The land is situated in the County of Washington, State of Minnesota, and is legally described as:

That part of the South Half of the Northeast Quarter of Section 34, Township 29 North, Range 21 West, Washington County, Minnesota, EXCEPT the East 60.00 feet of the North 967 feet of said South Half of the Northeast Quarter thereof. AND EXCEPT Parcel 3 of Washington County Highway Right of Way Plat 49-19B, recorded September 18, 1985 as Document Number 492530.

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

**3. RIGHT TO PROCEED.** Unless separate written approval has been given by the City, within the plat or land to be platted, the Developer may not grade or otherwise disturb the earth, remove trees, construct sewer lines, water lines, streets, utilities, public or private improvements, or any buildings until all the following conditions have been satisfied: 1) this agreement has been fully executed by both parties and filed with the City Clerk, 2) the necessary security has been received by the City, 3) the plat has been recorded with the Washington County Recorder's Office, and 4) the City's Community Development Director has issued a letter that all conditions have been satisfied, a preconstruction conference has been held, and that the Developer may proceed.

**4. HOA DOCUMENTS.** The required HOA documents shall be recorded with the Washington County Recorder's Office within thirty (30) days of the plat being recorded with the County.

**5. PHASED DEVELOPMENT.** This plat is a phase of a multi-phased preliminary plat, the City may refuse to approve final plats of subsequent phases if the Developer has breached this Contract and the breach has not been remedied. Development of subsequent phases may not proceed until Development Contracts for such phases are approved by the City. 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.

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

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

requirements enacted after the date of this Contract.

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

Plan A – Final Plat

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

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

Plan D – Final Landscape Plan

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

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

#### **10. CITY ENGINEERING ADMINISTRATION AND CONSTRUCTION**

**OBSERVATION.** Prior to the commencement of any construction activity authorized under this agreement, the Developer shall submit an escrow for City Engineering Administration and Construction Observation in an amount provided under paragraph 36. Summary of Cash Requirements. Thereafter, the Developer shall reimburse the City each month, within 30 days of receiving an invoice, for all engineering administration and construction observation performed during the construction of the plat at normal City rates for such Services. If the Developer fails to pay the invoiced amount within such 30-day period, and such failure continues for an additional five (5) business days after written notice from the City of such failure, the City may draw upon the escrow and stop the work on site until said escrow has been replenished in its full amount. City engineering administration will include monitoring of construction progress and construction observation, consultation with Developer and his engineer on status or problems regarding the project, coordination for testing, final inspection and acceptance, project monitoring during the warranty period, and processing of requests for reduction in security. Construction observation may be performed by the City's in-house staff or consulting engineer. Construction observation shall include, at the discretion

of the city, part or full time inspection of proposed public utilities and street construction. Services will be billed on an hourly basis at normal City rates therefore.

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

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

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

- A. **Right-of-Way Excavations and Obstructions:**
  - City of Lake Elmo, Right-of-Way Utility Installation(s)
  - City of Lake Elmo, Right-of-Way Obstruction(s)
  - Washington County, Utility Installations(s)
  - Washington County, Street or Driveway Access(s)
  - Minnesota Department of Transportation, Utility Installation
  - Minnesota Department of Transportation, Right-of-Way Permit
  
- B. **Watermain Extensions:**
  - Minnesota Department of Health
  
- C. **Sanitary Sewer Extensions:**
  - Minnesota Pollution Control Agency
  - Metropolitan Council Environmental Services
  
- D. **Stormwater Management:**
  - Valley Branch 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

**13. 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.

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

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

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

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

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

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

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

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

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

**20. STREET MAINTENANCE DURING CONSTRUCTION.** The Developer shall be responsible for all street maintenance until the streets are accepted by the City in writing. Warning signs shall be placed when hazards develop in streets to prevent the public from traveling on same and to direct attention to detours. If and when streets become impassable, such streets shall be barricaded and closed. In the event residences are occupied prior to completing streets, the Developer shall maintain a smooth surface and provide proper surface drainage to insure that the streets are passable to traffic and emergency vehicles. The Developer shall be responsible for keeping streets within and without the

subdivision clean of dirt and debris that may spill, track, or wash onto the street from Developer's operation. The Developer may request, in writing, that the City keep the streets open during the winter months by plowing snow from the streets prior to final acceptance of said streets. The City shall not be responsible for repairing the streets because of snow plowing operations. Providing snow plowing service does not constitute final acceptance of the streets by the City. The Developer shall contract for street cleaning within and immediately adjacent to the development. At a minimum, scraping and sweeping shall take place on a weekly basis. A copy of this contract shall be approved by the City before grading is started. The contract shall provide that the City may direct the contractor to clean the streets and the contractor will bill the Developer.

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

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

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

**22. PARK DEDICATION.** The Developer shall pay a cash contribution of \$107,554 in satisfaction of the City's park dedication requirements. This charge is based on the park dedication requirement for all the areas to be platted within the Hammes Estates Preliminary Plat. No additional fees in lieu of land dedication will be charged for future developments within the preliminary plat area. The charge was calculated as follows: 2.1 acres (5.7 acres of park land provided subtracted from 7.8 acres of park land required) at \$51,216 per acre per the submitted appraisal for the property. The Developer shall

receive a credit from the cash amount due for the actual costs of the North East Park Plan Improvements depicted in the Final Landscape Plans Dated September 22, 2014. These improvement shall include: 16-foot by 24-foot shelter, picnic table, bike rack, grill station, retaining wall, fishing pier, canoe rack, concrete hardsurface, woodland seed mix restoration, landscaping, and parking lot improvements. The Developer shall deposit \$107,554 with the City at time of final plat to be held by the City in escrow until such time as park improvements have been installed. Upon installation of park improvements, the City shall release the credited amount to the Developer.

**23. SANITARY SEWER AND WATER UTILITY AVAILABILITY CHARGES (SAC AND WAC).** The Developer shall be responsible for the payment of all sewer availability charges (SAC) and all water availability charges (WAC) with respect to the Improvements required by the City and any state or metropolitan government agency.

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 \$171,000.00.

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 \$171,000.00.

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.

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

**25. STREET LIGHTS.** The Developer is responsible for the installation of street lights

consistent with a street lighting plan approved by the City. The Developer shall coordinate the installation of street lights with Xcel Energy in conjunction with the other improvements, and agrees to pay Xcel Energy for all upfront costs associated with the street lighting system, including underground cables, posts, lamps, ballasts, starters, photocells, and glassware. All street lights will be leased by the City upon final acceptance of the system. The Developer shall also pay \$499.68 in payment for the first year operating costs for street lights.

**26. 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. Prior to the acceptance of the public improvements for the Hammes Estates plat, all wetland buffers shall be delineated and identified via staking and signage that is acceptable to the City.

**27. 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 five 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.

## **28. RESPONSIBILITY FOR COSTS.**

A. In the event that the City receives claims from labor, materialmen, or others that work required by this Contract has been performed, the sums due them have not been paid, and the laborers, materialmen, or others are seeking payment from the City, and in the future event that such claims have not been resolved by the Developer within thirty (30) days after written notice from the City, the Developer hereby authorizes the City to commence an Interpleader action pursuant to Rule 22, Minnesota Rules of Civil Procedure for the District Courts, to draw upon the letters of credit in an amount up to 125 percent of the claim(s) and deposit the funds in compliance with the Rule, and upon such deposit, the Developer shall release, discharge, and dismiss the City from any further proceedings as it pertains to the letters of credit deposited with the District Court, except that the Court shall retain jurisdiction to determine payment of attorneys' fees pursuant to this Contract.

B. Except as otherwise specified herein, the Developer shall pay all costs incurred by it or the City in conjunction with the development of the plat, including but not limited to legal, planning, engineering and inspection expenses incurred in connection with approval and acceptance of the plat, the preparation of this Contract, review of construction plans and documents, and all costs and expenses

incurred by the City in monitoring and inspecting development of the plat. All 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 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.

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

A. City payments pursuant to this Agreement shall be: \$50,045.00

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

A. Implementation of the recommendations listed in the September 18, 2014 Engineering memorandum is required along with all conditions of approval listed in any City Council resolution approving the plat.

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

C. The Developer shall install a temporary turnaround at the southern end of June Avenue North until it is extended as part of future phases of the Hammes Estates development.

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 and a title commitment issued therefore.

G. All trails shall be located within the easements and dedicated to the City of Lake Elmo. Title commitments from a regional title company shall be provided for all land so dedicated.

H. The Developer shall be responsible for the construction of all improvements within the Keats Avenue (CSAH 19) right-of-way as required by Washington County and further described in the review letter received from the County dated May 6, 2014. The required improvements shall include, but not be limited to: modifications to the median crossing in this area, continuation of a bituminous trail through the median, turn lanes, and other improvements as required by the County.

I. The Developer shall observe all other County requirements as specified in the Washington County review letter dated May 6, 2014.

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

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 one hundred units depicted on the preliminary plat (100) may be

approved as part of a final plat until a second access is provided to the subdivision via a connection through the property to the south of the Hammes Estates.

M. The Developer shall be responsible to monitor the restored southern shoreline of Goose Lake for invasive species for a period of 5 years as specified in the MN DNR Public Waters Work Permit.

N. The Developer shall submit all documentation of remediation activities related to a recorded soil contamination on the site to the Minnesota Pollution Control Agency for review and approval. The Developer shall submit the acknowledgment of approval from the Minnesota Pollution Control Agency to the City prior to the issuance of building permits for all lots in the recorded plat affected by the soil contamination event. The Developer must submit the acknowledgement of successful remediation from the MPCA prior to the City's consideration of subsequent phases of the Hammes Estates development.

### **31. 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 including Homeowner Association documents, covenants and restrictions relating to the plat approval and outlots and conveyances, as approved by the City Attorney, shall be filed within thirty (30) days of the recording of the plat. No third- party beneficiary status is hereby conferred. All outlots and common areas, including Outlot D, 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 Hammes Estates 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.

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

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

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

**33. 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..

DRAFT

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

**35. 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 cash or 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 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 A) shall be three (3) years following installation. The Developer shall also enter into a funded 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.

**36. 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 \$2,880,829.56. The amount of the security was calculated as follows:

**CONSTRUCTION COSTS:**

Streets	\$489,243.50
Sanitary Sewer	\$569,227.75
Watermain	\$359,915.00
Surface Water Facilities (pipe, ponds, rain gardens, etc.)	\$479,785.50
Grading	\$25,000.00
Erosion Control	\$25,801.90
Sidewalks/Trails	\$117,684.00
Street Lighting	Xcel to Install, to be pre-paid directly by Developer
Street Signs and Traffic Control Signs	\$3,550.00
Landscaping	\$222,656.00
Tree Preservation and Restoration	\$3,600.00
Wetland Mitigation and Buffers	Separate letter of credit through Watershed District
Monuments	\$5,700.00
Miscellaneous Facilities	N/A
Developer's Record Drawings	\$2,500.00
<b>Construction Sub-Total</b>	<b>\$2,304,663.65</b>
<b>Total Project Securities (at 125% Construction Costs)</b>	<b>\$2,880,829.56</b>

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.

**37. 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 \$1,440,414.78 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 \$720,207.39 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.

**38. 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)	\$171,000.00
Water Availability Charge (WAC)	\$171,000.00
Park Dedication	\$107,554.00
Street Light Operating Fee	\$499.68
City Base Map Upgrading	\$1,425.00
City Engineering Administration Escrow	\$50,000.00 (Based on two months of administration/observation)
<b>Total Cash Requirements</b>	<b>\$501,478.68</b>

**39. 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: 36 Moonlight Bay, Stillwater, MN 55082. 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.

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

**CITY OF LAKE ELMO**

BY: \_\_\_\_\_, Mayor

(SEAL)

AND \_\_\_\_\_, City Clerk

**DEVELOPER:**

**THE RYLAND GROUP, INC.**

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

STATE OF MINNESOTA            )  
  ( ss.  
COUNTY OF WASHINGTON        )

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

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

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

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by The Ryland Group, Inc., a Maryland corporation, for and on behalf of the corporation.

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

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

**FEE OWNER CONSENT  
TO  
DEVELOPMENT CONTRACT**

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_\_.

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

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

NOTARY PUBLIC

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

**MORTGAGE CONSENT  
TO  
DEVELOPMENT CONTRACT**

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_\_.

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

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

NOTARY PUBLIC

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

\_\_\_\_\_  
\_\_\_\_\_  
  
\_\_\_\_\_

**EXHIBIT "A"**  
**TO**  
**DEVELOPMENT CONTRACT**

**Legal Description of Property Being Final Platted as Hammes Estates 1<sup>st</sup> Addition**

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That part of the South Half of the Northeast Quarter of Section 34, Township 29 North, Range 21 West, Washington County, Minnesota, EXCEPT the East 60.00 feet of the North 967 feet of said South Half of the Northeast Quarter thereof. AND EXCEPT Parcel 3 of Washington County Highway Right of Way Plat 49-19B, recorded September 18, 1985 as Document Number 492530.

DRAFT

**EXHIBIT "B"**  
**TO**  
**DEVELOPMENT CONTRACT**

**City Oversizing Payment Calculation**

<b>Contract Item</b>	<b>Unit</b>	<b>Cost/ Cost Increase (8" to 12" WM)</b>	<b>Quantity</b>	<b>Amount</b>
Watermain	LF	\$12.50	3,104	\$38,800.00
Gate Valves	EA	\$1,225.00	4	\$4,900.00
Plugs	EA	\$345.00	2	\$690.00
Fittings	Lbs	\$5.00	1,131	\$5,655.00
<b>Total Oversizing Estimate</b>				<b>\$50,045.00</b>

DRAFT

**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:** October 7, 2014

**REGULAR**

**ITEM #** 14

**AGENDA ITEM:** Hammes Estates Residential Subdivision - Final Plat (Phase 1)

**SUBMITTED BY:** Nick M. Johnson, City Planner

**THROUGH:** Dean Zuleger, City Administrator

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

**SUGGESTED ORDER OF BUSINESS:**

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

**POLICY RECCOMENDER:** The Planning Commission is unanimously recommending that the City Council approve a final plat request from Hammes West, LLC for the first phase of a 163 unit residential development to be located on 78 acres of land west of Keats Avenue and within the City’s I-94 Corridor Planning Area. The final plat will include 57 single-family lots, all of which will be accessed off of Keats Avenue (CSAH 19).

**FISCAL IMPACT:** TBD – the City will be asked to review a developer’s agreement concerning the final plat at its October 7, 2014 meeting. The agreement will include a detailed accounting of any development costs that will be the responsibility of the City. The subdivision is included in the Section 34 utility project area, and therefore the developer is being assessed for the costs of the project to bring sewer and water to the site.

**SUMMARY AND ACTION REQUESTED:** The City Council is being asked to consider a request from Hammes West, LLC for approval of a final plat for the first phase of the Hammes Estates residential development. The final plat includes 57 single-family residential lots, and the

related construction plans for the improvements necessary to serve these homes. The City Council approved the Hammes Estates Preliminary Plat on July 1, 2014, which covered approximately 78 acres of land within the I-94 Corridor planning area. There are 163 single family residential lots planned within the entire subdivision, and the final plat covers only a portion of the overall total of units that will eventually be platted. The public improvements associated with the site will be installed by The Ryland Group in conjunction with the applicant.

The Planning Commission considered this matter at its September 22, 2014 meeting and unanimously recommended approval of the final plat subject to 16 conditions of approval.

*The suggested motion to adopt the Planning Commission recommendation is as follows:*

***“Move to adopt Resolution No. 2014-81, approving the final plat for Hammes Estates”***

### **BACKGROUND INFORMATION:**

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

In addition to the information provided in the Staff Report, it should be noted that the applicant is requesting to amend Condition #13 related to the Minnesota Pollution Control Agency (MPCA) approval letter of the remediation of the soil contamination event on the Hammes site. As demonstrated in the request letter in Attachment #3, the applicants are requesting that the approval letter from the MPCA be provided prior to the issuance of building permit for affected lots as opposed to prior to the release of the Final Plat. The reason for the request relates to the closing of the property by The Ryland Group. If the Final Plat is delayed due to the MPCA approval process, which is estimated to take 30-60 days, the closing or purchase of a large portion of the property by the Ryland Group will also be delayed. After consulting with the Fire Chief and MPCA on the request, staff determined that the request is reasonable and will not create a negative or dangerous situation in the interim period while the review by MPCA is completed. It should be noted that the applicants have submitted a Phase 1 Environmental Review for the site, as well as substantial information regarding the cleanup and disposal of the contaminated soil. The Fire Chief simply want to close the loop by requesting the applicant enter the Voluntary Brownfield Program to ensure that the remediation work that was completed has properly addressed the contamination. Staff recommends that condition #13 be amended per the suggested language from the applicant (Attachment #3).

### **PLANNING COMMISSION REPORT:**

The Planning Commission reviewed the final plat application at its September 22, 2014 meeting. During the meeting, the Planning Commission engaged in discussions regarding the design and locations of the trails, the stormwater facilities, the phasing of the proposed subdivision, and other pertinent topics and questions. In reviewing the final plat, the Planning Commission

recommended two additional conditions of approval: 1) that any trail segment designed as a boardwalk must be able to safely accommodate bicycle traffic, and 2) that the developer must inventory and replace trees that are removed on the City park land due to the installation of the trail. The Planning Commission recommended that the trees be replaced at the schedule or rate required under the City's tree preservation ordinance (§154.257). In addition to these added conditions, the Planning Commission wanted to ensure that the MPCA approve the soil remediation work prior to the City releasing final plat for recording. Further detail of the Planning Commission discussion on the Hammes Estates Final Plat can be found in the 9/22/14 draft minutes.

The Planning Commission recommended approval of the final plat as submitted with 16 conditions of approval. The vote to recommend approval of the Hammes Estates Final Plat was unanimous (Vote: 7-0).

**STRENGTHS, WEAKNESSES, OPPORTUNITIES, THREATS:**

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

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

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

**Threats:** None

**RECOMMENDATION:**

*Based on the aforementioned, the Planning Commission and Staff are recommending that the City Council approve the Hammes Estates Final Plat subject to 16 conditions of approval through the following motion:*

***“Move to adopt Resolution No. 2014-81, approving the final plat for Hammes Estates”***

**ATTACHMENTS:**

1. Resolution 2014-81
2. Staff Report to the Planning Commission, 9/22/14
3. Hammes West, LLC Request to Amend Condition #13
4. Application Form
5. Preliminary Plat Response Letter (Westwood Engineering)
6. Final Plat (3 sheets)

7. Final Construction Plans (Sanitary Sewer, Water Main, Storm Sewer and Streets – 17 sheets)
8. Final Construction Plans (Grading, Drainage and Erosion Control – 14 sheets)
9. Final Landscape Plans (4 sheets)
10. Park Location Plan
11. City Engineer Review Memorandum, dated 9/18/14
12. Fire Chief Review Memorandum, dated 9/18/14
13. Landscape Consultant Review Memorandum, dated 8/25/14 and 9/18/14
14. Valley Branch Watershed District Permit
15. MN DNR Permit to Restore Southern Shore of Goose Lake
16. Excerpt of Park Commission Minutes from 7/21/14 Meeting.
17. Goose Lake Park Area Sketch
18. Soil Contamination Remediation Report

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

**RESOLUTION NO. 2014-81**

*A RESOLUTION APPROVING A FINAL PLAT FOR HAMMES ESTATES*

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

**WHEREAS**, Hammes West, LLC, 36 Moonlight Bay, Stillwater, MN (Applicant) has submitted an application to the City of Lake Elmo (City) for a Final Plat for Hammes Estates, a copy of which is on file in the City of Lake Elmo Community Development Department; and

**WHEREAS**, the Lake Elmo Planning Commission held a public hearing on May 12, 2014 to consider the Hammes Estates Preliminary Plat and continued discussion on the Preliminary Plat until its June 23, 2014 meeting; and

**WHEREAS**, the Lake Elmo Planning Commission has submitted its report and recommendation concerning the Preliminary Plat as part of a memorandum to the City Council for the July 1, 2014 City Council Meeting; and

**WHEREAS**, the Lake Elmo Planning Commission adopted a motion recommending approval of the Preliminary Plat; and

**WHEREAS**, the City Council reviewed the Preliminary Plat request at its July 1, 2014 meeting and adopted Resolution No. 2014-55 approving the Preliminary Plat; and

**WHEREAS**, the Lake Elmo Planning Commission met on September 22, 2014 to review the Final Plat for Hammes Estates consisting of 57 single-family residential lots; and

**WHEREAS**, on September 22, 2014 the Lake Elmo Planning Commission adopted a motion to recommend that the City Council approve the Final Plat for Hammes Estates with conditions; and

**WHEREAS**, the City Council reviewed the recommendation of the Planning Commission and the Final Plat for Hammes Estates at a meeting held on October 7, 2014; and

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

**FINDINGS**

- 1) That the procedure for obtaining approval of said Final Plat is found in the Lake Elmo City Code, Section 153.08.

- 2) That all the requirements of said City Code Section 153.08 related to the Final Plat have been met by the Applicant.
- 3) That the proposed Final Plat for Hammes Estates consists of the creation of 57 single-family residential lots.
- 4) That the Hammes Estates Final Plat is consistent with the Preliminary Plat and Plans as approved by the City of Lake Elmo on July 1, 2014 and revised on August 25, 2014.
- 5) That the Hammes Estates Final Plat is consistent with the Lake Elmo Comprehensive Plan and the Future Land Use Map for this area.
- 6) That the Hammes Estates Final Plat complies with the City's Urban Low Density Residential zoning district.
- 7) That the Hammes Estates Final Plat complies with all other applicable zoning requirements, including the City's landscaping, storm water, sediment and erosion control and other ordinances, except as noted in this report or attachment thereof.
- 8) That the Hammes Estates Final Plat complies with the City's subdivision ordinance.
- 9) That the Hammes Estates Final Plat is consistent with the City's engineering standards with the exceptions noted by the City Engineer in his review comments to the City dated September 18, 2014.

### **CONCLUSIONS AND DECISION**

**NOW, THEREFORE, BE IT RESOLVED THAT** the City Council does hereby approve the Final Plat for Hammes Estates subject to the following conditions:

- 1) Final grading, drainage, and erosion control plans, utility plans, sanitary and storm water management plans, and street and utility construction plans shall be reviewed and approved by the City Engineer prior to the recording of the Final Plat. All changes and modifications to the plans requested by the City Engineer in a memo dated 9/18/14 shall be incorporated into these documents before they are approved.
- 2) The developer shall provide evidence in a form satisfactory to the City Attorney that warrants it has fee interest in area included in the Hammes Estates Final Plat.
- 3) Prior to the execution of the Final Plat by City officials, the Developer shall enter into a Developer's Agreement acceptable to the City Attorney and approved by the City Council that delineates who is responsible for the design, construction, and payment of the required improvements with financial guarantees therefore.

- 4) All easements as requested by the City Engineer and Public Works Department shall be documented on the Final Plat prior to the release of the Final Plat for recording.
- 5) A Common Interest Agreement concerning management of the common areas of Hammes Estates and establishing a homeowner's association shall be submitted in final form to the Community Development Director before a building permit may be issued for any structure within this subdivision. Said agreement shall comply with Minnesota Statutes 515B.3-103, and specifically the provisions concerning the transfer of control to the future property owners. The applicant shall also enter into a maintenance agreement with the City that clarifies the individuals or entities responsible for any landscaping installed in areas outside of land dedicated as public park and open space on the Final Plat.
- 6) The applicant shall provide fees in lieu of land dedication for 2.1 acres of land to fulfill the City's parkland dedication requirements in a pro-rated amount for the Phase 1 Area or in an amount addressing the total site.
- 7) The Final Landscape Plan shall be revised per the requested modifications of the City Landscape Consultant, documented in a memo dated 9/18/14. Final Landscape Plans shall be approved prior to the release of Final Plat for recording.
- 8) The applicant shall provide evidence that all conditions attached to the Valley Branch Watershed District permit for the Final Plat and associated grading work have been met prior to the commencement of any final grading activity.
- 9) The applicant must provide written authorization to perform any work in the Electrical Transmission easement areas prior to the release of the Final Plat for recording.
- 10) The applicant shall provide evidence that Washington County has approved final construction plans for all required work within the Keats Avenue right-of-way as described in a letter from the County dated May 6, 2013. Final Construction Plans provided to the City shall be updated to include the improvements approved by Washington County
- 11) The applicant shall abide by all conditions of the MN DNR Public Waters Work Permit dated 8/27/14.
- 12) The applicant must revise the Goose Lake Park Plan to provide greater separation between the public use area and the lift station maintenance area. The applicant will be responsible for all necessary watershed district permitting requirements related to the Goose Lake Park improvements.
- 13) Per the recommendation of the Fire Chief, the applicant must submit all documentation related to the mitigation of the soil contamination to the Minnesota Pollution Control Agency's Voluntary Brownfield Program for review and approval prior to the release of Final Plat for recording.
- 14) Prior to the acceptance of the public improvements for the 1<sup>st</sup> Phase of the Hammes Estates subdivision, all wetland buffers shall be delineated and identified via staking or signage that is acceptable to the City.

15) Any boardwalk trail segments included in the Hammes Estates subdivision must be designed to accommodate bicycle traffic.

16) All trees impacted by the northern buffer trail must be inventoried and replaced at the schedule or rate specified in the City's tree preservation ordinance (§154.257).

Passed and duly adopted this 7<sup>th</sup> day of October 2014 by the City Council of the City of Lake Elmo, Minnesota.

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Mike Pearson, Mayor

ATTEST:

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Adam Bell, City Clerk



PLANNING COMMISSION  
DATE: 9/22/13  
AGENDA ITEM: 4A – BUSINESS ITEM  
CASE # 2014-44

ITEM: Hammes Estates Residential Subdivision – Final Plat (Phase 1)

SUBMITTED BY: Nick M. Johnson, City Planner

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

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**SUMMARY AND ACTION REQUESTED:**

The Planning Commission is being asked to consider a Final Plat request from Hammes West, LLC for the first phase of a planned 163-unit residential development to be located on 78.1 acres of land west of Keats Avenue and within Stage 1 of the City’s I-94 Corridor Planning Area. The final plat will include 57 single-family lots, all of which will be accessed off of Keats Avenue. Staff is recommending approval of the request subject to compliance with a series of conditions as listed in this report.

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**GENERAL INFORMATION**

*Applicant:* Hammes West, LLC, 36 Moonlight Bay, Stillwater, MN 55082.

*Property Owners:* Ellie Hammes, 1187 Forest Ave., Maplewood, MN 55109, and Dorothy Lyons, 10105 10<sup>th</sup> Street North, Lake Elmo, MN 55042.

*Location:* Part of Section 34 in Lake Elmo, immediately west of Keats Avenue (CSAH 19), approximately 1,300 feet south of 10<sup>th</sup> Street (CSAH 10), and immediately south of Goose Lake. PID Number 34.029.21.13.0001.

*Request:* Application for final plat approval of 57 residential lots, constituting the first phase of a subdivision to be named Hammes Estates.

*Existing Land Use and Zoning:* The site was previously utilized as an active mining and gravel operation. The site has since been reclaimed. Current Zoning: LDR - Urban Low Density Residential

*Surrounding Land Use and Zoning:* North –Goose Lake and Stonegate Residential Estates (RE) subdivision; west – Stonegate RE subdivision; south – Lennar Savona Urban Low Density Residential (LDR) subdivision.

*Comprehensive Plan:* Urban Low Density Residential (2.5 – 4 units per acre)

*History:* Preliminary Plat approved on 7/1/14 (public hearing on 5/12/14).

*Deadline for Action:* Application Complete – 9/15/14  
60 Day Deadline – 11/13/14

Extension Letter Mailed – No  
120 Day Deadline – 1/12/15

*Applicable Regulations:* Chapter 153 – Subdivision Regulations  
Article 10 – Urban Residential Districts (LDR)  
§150.270 Storm Water, Erosion, and Sediment Control

## **REQUEST DETAILS**

The City of Lake Elmo has received a request from Hammes West, LLC for final plat approval of the first phase of the Hammes Estates residential development. The final plat includes 57 single family residential lots and the infrastructure necessary to support the future homes on these lots. The City Council approved the Hammes Estates Preliminary Plat on July 1, 2013, which covered approximately 78 acres of land within the I-94 Corridor Planning Area. There are 163 single family residential lots planned within the entire subdivision, and the final plat covers only a portion of the overall total of units that will eventually be platted. Hammes West, LLC, in conjunction with Ryland Homes, is finalizing the purchase of the land. Submission of adequate title evidence to the City Attorney will be required of the applicant in advance of the City releasing the Final Plat for recording.

The final plat area represents the initial project phase of the overall Hammes Estates development. The developer intends to build homes in the subdivision moving generally from the east to the west, extending infrastructure to serve each phase with future projects. Likewise, the developer will be conducting final grading on the site in phases as well, as the majority of the site has undergone initial grading work as part of the approved reclamation plan for the site's mining permit. This grading will be necessary to establish the overall storm water management system on the site, but the plan will be revised when the individual lots are created as part of a future development phase. The applicant has submitted detailed construction plans for related to sanitary sewer, water main, storm sewer, grading, drainage, landscaping, and other details that have been reviewed by the City Engineer.

The City's subdivision ordinance establishes the procedure for obtaining final subdivision approval, in which case a final plat may only be reviewed after the City takes action on a preliminary plat. As long as the final plat is consistent with the preliminary approval, it must be approved by the City. Please note that the City's approval of the Hammes Estates Preliminary Plat did include a series of conditions that must be met by the applicant, which are addressed in the "Review and Analysis" section below. There are no public hearing requirements for a final plat.

It should also be noted that the zoning of the Hammes site was changed from Rural Development Transitional District (RT) to Urban Low Density Residential (LDR) as part of a broader zoning map update that was approved by the City Council on July 22, 2014. In order to proceed with the recording of the Final Plat, a site must have the proper zoning designation in place. The Hammes site fulfills this criterion, as LDR zoning is the appropriate zoning for the single family subdivision.

Staff has reviewed the final plat and found that it is consistent with the preliminary plat that was approved by the City. The developer has recently updated the preliminary plan submissions to comply with the conditions of approval, and the final plat application incorporates these updates as well. Please note that the final plat and construction plans now include approved street names for the subdivision.

The City Engineer has reviewed the final plat, and his comments are attached to this report. Although there are some additional revisions and additions necessary for the final construction plans

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

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## REVIEW AND ANALYSIS

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

Please also note that the applicant has also provided a response to the preliminary plat conditions and their response is included as an attachment to this report (Attachment #2).

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

- 1) Within six months of preliminary plat approval, the applicant shall complete the following: a) The applicant shall provide adequate title evidence satisfactory to the City Attorney; and b) The applicant shall submit a revised Preliminary Plat and plans meeting all conditions of approval. All of the above conditions shall be met prior to the City accepting an application for Final Plat and prior to the commencement of any grading activity on the site. ***Comment: a) all title work will need to be submitted and reviewed by the City Attorney before any City officials sign the final plat (Condition #2); b) revised preliminary plat and plans have been received by the City and were found to address previous comments. The City Engineer has identified to design modifications related to depth of storm sewer and the location of one segment of watermain, both in the western portion of the plat. The City Engineer has confirmed that these design modification are not impactful to the first phase of Hammes Estates. Nonetheless, the City Engineer has requested that these revisions be submitted in order to facilitate more accurate and efficient review of future phases of the Hammes Estates subdivision. The applicant has acknowledged this requirement and will address the requested modifications before the City will release the Final Plat for recording.***
- 2) The City Engineer shall review and approve all revised Preliminary Plans that are submitted to the City in advance of Final Plat to satisfy Condition #1. ***Comments: See Condition #1 response.***
- 3) The Preliminary Plat approval is conditioned upon the applicant meeting all minimum City standards and design requirements. ***Comments: The applicant has acknowledged that approval is conditioned upon meeting City standards and design requirements.***
- 4) All required modifications to the plans as requested by the City Engineer in a review letter dated June 16, 2014 shall be incorporated into the plans prior to consideration of a Final Plat. ***Comments: The applicants have addressed the Engineer's review comments, but design modifications are necessary with regards to storm sewer depth and watermain alignment in the western portion of the plat. The Engineer has confirmed to staff that the requested modifications to not materially impact the 1<sup>st</sup> Phase of Hammes Estates.***

- 5) Prior to the acceptance of the public improvements for the Hammes Estates plat, all wetland buffers shall be delineated and identified via staking or signage that is acceptable to the City. **Comments: The final construction plans (Grading, Drainage and Erosion Control) include wetland buffer monuments to identify the locations of all wetland buffers. The applicants have met this condition. However, in order to ensure that the monuments are installed, staff recommends that this condition be carried forward as a condition of final plat approval for all subsequent phases of the Hammes Estates subdivision (Condition #14).**
- 6) The landscape plan shall be updated per the recommendations of the City's landscape consultant in a review memo dated 5/7/14. **Comments: The City's Landscape Consultant has reviewed the updated Preliminary Landscape Plan and found it to be in conformance with the City's landscaping ordinance. More specifically, the applicants have provided additional plant material to meet the City's requirements. Based upon the approval of the City's Landscape Consultant, this condition has been met.**
- 7) The applicant shall be responsible for the construction of all improvements within the Keats Avenue (CSAH 19) right-of-way as required by Washington County and further described in the review letter received from the County dated May 6, 2014. The required improvements shall include, but not be limited to: construction of a modified median crossing, construction of a trail/sidewalk to the south side of the median, turn lanes, and other improvements as required by the County. **Comments: The Final Construction Plans have been revised in response to these comments. The applicants have submitted an access permit to Washington County, which is currently being reviewed. The applicants will be responsible to incorporate any requested revisions or modifications that result from the County's review of the access to Keats Ave. into the Final Construction Plans (Condition #10)**
- 8) The developer shall follow all of the rules and regulations spelled out in the Wetland Conservation Act, and shall acquire the needed permits from Valley Branch Watershed District prior to the commencement of any grading or development activity on the site. **Comments: The applicant has received a permit from the Valley Branch Watershed District (Attachment #11) for the grading work proposed in the final plans. This permit includes conditions that must be met prior to the commencement of any final grading work on the site. The applicant will be required to observe all conditions of the Valley Branch Watershed District permit throughout construction (Condition #8).**
- 9) Landscape islands shall be platted as part of the right-of-way and shall be maintained by the Home Owners Association. The applicant 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. **Comments: The applicant has indicated that there will be a homeowner's association created for this development. The City has not yet received documentation that this association has been established. A maintenance agreement and evidence that the HOA has been established should be retained as a condition of approval for the final plat (Condition #5).**
- 10) With an eligible parkland dedication of 5.7 acres provided, the applicant is responsible to pay a fee in lieu of land dedication for the equal market value amount of 2.1 acres of land at the time of the Final Developers Agreement. The City will work with the developer to clarify any and all park fee payments at the time of the Final Developers Agreement. **Comments: Staff is**

*recommending that the payment of fees in lieu of land dedication either be pro-rated based on the percentage of the final plat area compared to the entire Hammes Estates development, or the total required amount be collected for the entire subdivision. As a condition of approval, staff is recommending that the required parkland dedication fee be collected prior to the City releasing the Final Plat for recording (Condition #6)*

- 11) No more than 100 units may be approved as part of a final plat until secondary access is provided to the subdivision via a connection to 5<sup>th</sup> Street through the Savona subdivision. *Comments: The proposed final plat includes 57 units, which means the applicant may plat an additional 42 units before secondary access through the Savona subdivision to the south is required.*
- 12) For trails proposed to be located in any wetland buffer, the applicant must present a suitable design or material that is acceptable to the City and Valley Branch Watershed District. *Comments: The applicants have presented a boardwalk design to the watershed district and the VBWD was agreeable to a boardwalk design through a small portion of the buffer area. City staff was in attendance at the VBWD Board Meeting and offered support for the boardwalk design. The construction details of the proposed limited boardwalk section within the wetland buffer must be provided to the City as part of the Final Construction Plans for the pertinent future phase of the Hammes Estates subdivision.*
- 13) The applicant must enter into a separate grading agreement with the City prior to the commencement of any grading activity in advance of final plat and plan approval. The City Engineer shall review any grading plan that is submitted in advance of a final plat, and said plan shall document extent of any proposed grading on the site. *Comments: The applicants are not proposing any final grading in advance of Final Plat approval. Final grading activities require the approval of the Final Grading Plans by the City Engineer.*
- 14) The applicant must incorporate a play structure into the proposed park at Goose Lake per the request of the Lake Elmo Park Commission. Furthermore, the applicant must submit an updated design of the park property that meets City approval in advance of Final Plat. *Comments: Regarding the play structure, the Park Commission reviewed the proposed improvements to Goose Lake Park at the 7/21/14 meeting and determined to relocate the structure to some other location within the subdivision. The Park Commission wanted to minimize the removal of significant trees in the area and were concerned about the proximity to Keats Avenue (CSAH 19). The applicant were directed to find another location for the City to locate a play structure in the future. Greater detail of the Park commission discussion can be found in Attachment # 13. To respond to this direction, the applicants have presented two potential locations, as evidence in the Park Location Plan (Attachment #7). City Staff will continue to work with the applicants and the Park Commission to site a play structure as part of a future phase of the development.*

*Regarding the design of Goose Lake Park, the applicants have submitted additional details of the proposed park area as part of the Final Landscape Plan. The proposed grading addresses staff concerns regarding the location of the improvements in the context of the 100-year flood elevation of Goose Lake. However, the park property improvements must be revised to better separate the public use area and the lift station utility area. The City Engineer has provided a proposed sketch (Attachment #14) that reorients the parking to better separate these areas, allowing for better access and work space for City maintenance*

*staff. As a condition of approval, the park property improvements must be revised to meet the approval of the City Engineer. This design must also maintain the required 25-foot setback from the OHWL as specified in the Valley Branch Watershed District Permit. Finally, the applicant will be required to obtain the necessary watershed district permit for the improvements to Goose Lake Park (Condition #12).*

- 15) The applicant shall work with the Planning Staff to name all streets in the subdivision prior to submission of a Final Plat. *Comments: The applicants have updated the Final Plat and Final Construction Plans with the correct street names as directed by City staff. This condition has been met.*
  
- 16) Lots 1-6, Block 10 and Lots 1-5 and 11-12, Block 9 shall not be platted until the southern channel of Goose Lake is closed off from the lake, or the shoreland issue around the channel is resolved in some other manner that is acceptable to the DNR. *Comments: The applicants have received MN DNR approval to restore the southern shore of Goose Lake back to its original state, closing off the southern channel and Wetland G. This condition has been met, and the MN DNR permit is found in Attachment #11. The applicant shall be responsible for following all requirements and conditions of the DNR permit, including the 5-year invasive species monitoring (Condition #11).*
  
- 17) The applicant shall work to relocate segments of the northern buffer trail further to the south of the Stonegate subdivision wherever it is feasible as long as the trail does not encroach on any required wetland buffers. *Comments: The portion of the northern buffer trail to the south of Goose Lake has been moved further to the south across the restored shoreline. The trail has not been moved further south in any other locations on the updated preliminary plans, as the other segments of the trail directly abut required wetland buffers or must be located in locations to not impact stormwater management facilities or to maintain proper grade. In the judgment of staff, the applicants have reasonably met this condition.*

Staff is recommending that the conditions noted above that pertain to the Final Plat and that have not yet been addressed by the applicant should be adopted with the Final Plat. The City Engineer's review letter does identify several issues that need to be addressed by the developer in order for the City to deem the final plans complete. However, the majority of these concerns are related to the construction plans and should have limited bearing on the final plat. Staff is recommending that City Officials not sign the final plat mylars until the City's construction plan review is finalized and all necessary easements are documented on the Final Plat.

In addition to the items discussed above, it should be noted that the Fire Chief is requesting verification from the Minnesota Pollution Control Agency (MPCA) that the remediation activities completed by the applicant have correctly addressed a previous incident of soil contamination on the site. For the purpose of documentation, the applicants have provided the soil remediation report (Attachment #15) to document that the contamination has been properly addressed. In order to ensure procedural compliance, the Fire Chief is requesting that the applicants submit this information to the Voluntary Brownfield Program at the MPCA to document compliance (Condition #13). The Fire Chief's memo is found in Attachment #9.

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

The recommended conditions are as follows:

***Recommended Conditions of Approval:***

- 1) Final grading, drainage, and erosion control plans, utility plans, sanitary and storm water management plans, and street and utility construction plans shall be reviewed and approved by the City Engineer prior to the recording of the Final Plat. All changes and modifications to the plans requested by the City Engineer in a memo dated 9/18/14 shall be incorporated into these documents before they are approved.
- 2) The developer shall provide evidence in a form satisfactory to the City Attorney that warrants it has fee interest in area included in the Hammes Estates Final Plat.
- 3) Prior to the execution of the Final Plat by City officials, the Developer shall enter into a Developer's Agreement acceptable to the City Attorney and approved by the City Council that delineates who is responsible for the design, construction, and payment of the required improvements with financial guarantees therefore.
- 4) All easements as requested by the City Engineer and Public Works Department shall be documented on the Final Plat prior to the execution of the Final Plat by City Officials.
- 5) A Common Interest Agreement concerning management of the common areas of Hammes Estates and establishing a homeowner's association shall be submitted in final form to the Community Development Director before a building permit may be issued for any structure within this subdivision. Said agreement shall comply with Minnesota Statutes 515B-103, and specifically the provisions concerning the transfer of control to the future property owners. The applicant shall also enter into a maintenance agreement with the City that clarifies the individuals or entities responsible for any landscaping installed in areas outside of land dedicated as public park and open space on the Final Plat.
- 6) The applicant shall provide fees in lieu of land dedication for 2.1 acres of land to fulfill the City's parkland dedication requirements in a pro-rated amount for the Phase 1 Area or in an amount addressing the total site.
- 7) The Final Landscape Plan shall be revised per the requested modifications of the City Landscape Consultant, documented in a memo dated 9/18/14. Final Landscape Plans shall be approved prior to the release of Final Plat for recording.
- 8) The applicant shall provide evidence that all conditions attached to the Valley Branch Watershed District permit for the Final Plat and associated grading work have been met prior to the commencement of any final grading activity.
- 9) The applicant must provide written authorization to perform any work in the Electrical Transmission easement areas prior to the release of the Final Plat for recording.
- 10) The applicant shall provide evidence that Washington County has approved final construction plans for all required work within the Keats Avenue right-of-way as described in

a letter from the County dated May 6, 2013. Final Construction Plans provided to the City shall be updated to include the improvements approved by Washington County

- 11) The applicant shall abide by all conditions of the MN DNR Public Waters Work Permit dated 8/27/14.
- 12) The applicant must revise the Goose Lake Park Plan to provide greater separation between the public use area and the lift station maintenance area. The applicant will be responsible for all necessary watershed district permitting requirements related to the Goose Lake Park improvements.
- 13) Per the recommendation of the Fire Chief, the applicant must submit all documentation related to the mitigation of the soil contamination to the Minnesota Pollution Control Agency's Voluntary Brownfield Program for review and approval.
- 14) Prior to the acceptance of the public improvements for the 1<sup>st</sup> Phase of the Hammes Estates subdivision, all wetland buffers shall be delineated and identified via staking or signage that is acceptable to the City.

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#### **DRAFT FINDINGS**

Staff is recommending that the Planning Commission consider the following findings with regards to the proposed Hammes Estates Final Plat:

- 1) That the Hammes Estates Final Plat is consistent with the Preliminary Plat and Plans as approved by the City of Lake Elmo on July 1, 2013 and revised on August 25, 2013.
- 2) That the Hammes Estates Final Plat is consistent with the Lake Elmo Comprehensive Plan and the Future Land Use Map for this area.
- 3) That the Hammes Estates Final Plat complies with the City's Urban Low Density Residential zoning district.
- 4) That the Hammes Estates Final Plat complies with all other applicable zoning requirements, including the City's landscaping, storm water, sediment and erosion control and other ordinances, except as noted in this report or attachment thereof.
- 5) That the Hammes Estates Final Plat complies with the City's subdivision ordinance.
- 6) That the Hammes Estates Final Plat is consistent with the City's engineering standards with the exceptions noted by the City Engineer in his review comments to the City dated September 18, 2014.

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#### **RECCOMENDATION:**

Staff recommends that the Planning Commission recommend approval of the Final Plat for Hammes Estates with the 14 conditions of approval as listed in the Staff report. Suggested motion:

***“Move to recommend approval of the Hammes Estates Final Plat with the 14 conditions of approval based on the findings of fact listed in the Staff Report.”***

**ATTACHMENTS:**

1. Application Form
2. Preliminary Plat Response (Westwood Engineering)
3. Final Plat (3 sheets)
4. Final Construction Plans (Sanitary Sewer, Water Main, Storm Sewer and Streets – 17 sheets)
5. Final Construction Plans (Grading, Drainage and Erosion Control – 14 sheets)
6. Final Landscape Plans (4 sheets)
7. Park Location Plan
8. City Engineer Review Memorandum, dated 9/18/14
9. Fire Chief Review Memorandum, dated 9/18/14
10. Landscape Consultant Review Memorandums, dated 8/25/14 and 9/18/14
11. Valley Branch Watershed District Permit
12. MN DNR Permit to Restore Southern Shore of Goose Lake
13. Excerpt of Park Commission Minutes from 7/21/14 Meeting.
14. Goose Lake Park Area Sketch
15. Soil Contamination Remediation Report

**NOT INCLUDED BUT AVAILABLE BY REQUEST:**

1. Updated Preliminary Plans

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**ORDER OF BUSINESS:**

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

**HAMMES WEST, LLC  
36 MOONLIGHT BAY  
STILLWATER, MN 55082**

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September 30, 2014

Mr. Nick Johnson  
City of Lake Elmo  
[njohnson@lakeelmo.org](mailto:njohnson@lakeelmo.org)

Re: City of Lake Elmo Requirements

Dear Nick:

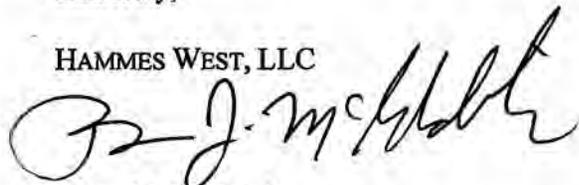
We are requesting that Condition No. 13 of the Planning Commission recommendation be amended to state the following:

“Per the recommendation of the Fire Chief, the applicant must submit all documentation related to the mitigation of the soil contamination to the Minnesota Pollution Control Agency’s Voluntary Brownfield Program for review and approval prior to the issuance of building permits for lots affected by the soil contamination, if any.”

Thank you.

Sincerely,

HAMMES WEST, LLC



Brian McGoldrick  
Managing Member

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



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

### FINAL PLAT APPLICATION

Applicant: Hammes West L.L.C.  
Address: 36 Moonlight Bay Stillwater, Mn 55082  
Phone #: 651-439-3636  
Email Address: brian.j.mccordick@hotmail.com

Fee Owner: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone #: \_\_\_\_\_  
Email Address: \_\_\_\_\_

Property Location (Address and Complete (long) Legal Description):  
South 1/2 of The Northeast Quarter, Section 34  
Township 29, Range 21, except the east 60 feet of The  
North 967 feet, and except The Parcel 3 of Washington County  
highway right of way 49-19B Washington County, MN.

General information of proposed subdivision: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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: B. J. McCordick Date: 8/29/14

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



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

### AFFIRMATION OF SUFFICIENT INTEREST

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

Name of applicant BRIAN MCGoldrick HAMMES WEST LLC  
(Please Print)

Street address/legal description of subject property \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

[Signature] \_\_\_\_\_  
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.

**AFFIRMATION OF SUFFICIENT INTEREST**

The following owners hereby affirm that they are the fee title owners of the below described property and authorize Hammes West, LLC to proceed with the final plat of the property.

Legal Description:

South 1/2 of the Northeast Quarter, Section 34, Township 29, Range 21, except the East 60 feet of the North 967 feet, and except Parcel 3 of Washington County Highway Right of Way Plat 49-19B, Washington County, Minnesota

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

\_\_\_\_\_  
Dorothy Lyons, by Linda Papillon,  
Conservator/Guardian

Date: 9/16/14

Eleanor Hammes  
\_\_\_\_\_  
Leo Hammes,  
by Eleanor Hammes, Attorney in Fact

Date: 9/16/14

Eleanor Hammes  
\_\_\_\_\_  
Margot Hammes  
by Eleanor Hammes, Attorney in Fact

Date: 9/16/14

Edward D. Kuhlman  
\_\_\_\_\_  
Estate of Earl Hammes  
By Edward Kuhlman, Personal Representative

Date: 9/16/14

Eleanor Hammes  
\_\_\_\_\_  
Eleanor Hammes

**FEE OWNER CONSENT  
TO  
DEVELOPMENT CONTRACT**

Dorothy Lyons, Leo Hammes and Margot Hammes, husband and wife, the Estate of Earl Hammes, Eleanor Hammes and Hammes West, LLC, 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.

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

\_\_\_\_\_  
Dorothy Lyons, by Linda Papillon,  
Conservator/Guardian

Date: 9/16/14

Eleanor Hammes  
\_\_\_\_\_  
Leo Hammes,  
by Eleanor Hammes, Attorney in Fact

Date: 9/16/14

Eleanor Hammes  
\_\_\_\_\_  
Margot Hammes  
by Eleanor Hammes, Attorney in Fact

Date: 9/16/14

Edward R. Kuhlman  
\_\_\_\_\_  
Estate of Earl Hammes  
By Edward Kuhlman, Personal Representative

Date: 9/16/14

Eleanor Hammes  
\_\_\_\_\_  
Eleanor Hammes



7699 Anagram Drive  
Eden Prairie, MN 55344

PHONE 952-937-5150  
FAX 952-937-5822  
TOLL FREE 888-937-5150

[www.westwoodps.com](http://www.westwoodps.com)

August 28, 2014

Nick Johnson  
City of Lake Elmo  
3800 Laverne Avenue North  
Lake Elmo, MN 55042

**Re: Hammes Property  
Residential Subdivision, Lake Elmo, MN  
Westwood No. 0002905.01**

Dear Mr. Johnson:

Westwood has completed revisions to the preliminary plat set and created final plans for this project. Modifications were made to the plans per your previous review comments. Attached are full-size copies for your review. For the majority of the items, Westwood has completed the revisions and included them on the appropriate sheets.

In order to facilitate your review, we have included your previous comments below, along with explanations on how these comments were addressed within the plan set;

#### Conditions of Approval

1. Within six months of preliminary plat approval, the applicant shall complete the following;
  - a. The applicant shall provide adequate title evidence satisfactory to the city Attorney.  
*This item would be sent to the city from the developer directly.*
  - b. The applicant shall submit a revised Preliminary Plat and plans meeting all conditions of approval. All of the above conditions shall be met prior to the city accepting an application for Final Plat and prior to the commencement of any grading activity on the site. *Attached are the revised preliminary plat and plans.*
2. The City Engineer shall review and approve all revised Preliminary plans that are submitted to the City in advance of Final Plat to satisfy Condition #1. *Attached are the preliminary plat plans for the city engineer to review. In lieu of preliminary grading plans, we have completed final grading plans for the entire site.*
3. The Preliminary Plat approval is conditioned upon the applicant meeting all minimum City standards and design requirements. *Westwood has completed plan revisions with this in mind.*
4. All required modifications to the plans as requested by the City Engineer in a review letter dated June 16, 2014 shall be incorporated into the plans prior to consideration of the Final Plat. *See attached revised plans, and responses to the city engineer comments.*

5. Prior to acceptance of the public improvements for the Hammes Estates plat, all wetland buffers shall be delineated and identified via staking or signage that is acceptable to the city. *Comment noted.*
6. The Landscape plan shall be updated per the recommendations of the City landscape consultant in a review memo dated 5/7/14. *The attached revised preliminary landscape plan has been revised per these comments.*
7. The applicant shall be responsible for the construction of all improvements within the Keats Avenue right-of-way as required by Washington County. *Understood. We are coordinating with the county on plans for these improvements.*
8. The developer shall follow all of the rules and regulations spelled out in the Wetland Conservation Act, and shall acquire the needed permits from Valley Branch watershed district prior to commencement of any grading or development activity on the site. *Comment noted. We have received a conditional approval from the watershed earlier this month.*
9. Landscape islands shall be platted as a part of the ROW and shall be maintained by the Home Owner's Association. The applicant shall enter into a maintenance agreement with the city. *This item will require further discussion between the developer and the city. It is my understanding that a draft of the developer's agreement is being submitted. We would anticipate that this item would be included as a part of this agreement.*
10. With an eligible parkland dedication of 5.7 acres provided, the applicant is responsible to pay a fee in lieu of land dedication for the equal market value amount of 2.1 acres of land at the time of the Final Developers Agreement. The city will work with the developer to clarify any and all park fee payments at the time of the Final Developers Agreement. *Comment noted.*
11. No more than 100 units may be approved as a part of a final plat until a secondary access is provided to the subdivision via a connection to 5<sup>th</sup> Street through the Savona subdivision. *The proposed final plat has less than 100 lots as a part of the first addition. Future final plats will be prepared with this comment in mind.*
12. For trails located in any wetland buffer, the applicant must present a suitable design or material that is acceptable to the city and valley branch watershed district. *The proposed trail within a wetland buffer has been conditionally approved from the watershed as a boardwalk. We will submit these designs to the city for final approval.*
13. The applicant must enter into a separate grading agreement with the city prior to the commencement of any grading activity in advance of the final plat and plan approval. The city engineer shall review any grading plan that is submitted in advance of the final plat, and said plan shall document extent of any proposed grading on the site. *Attached is the final grading plan for the city engineer to review. Site grading has been completed onsite as a part of the reclamation work to correct for the mining activity that had taken place previously.*
14. The applicant must incorporate a play structure into the proposed park at Goose Lake per the request of the Lake Elmo Park Commission. Furthermore, the applicant must submit an updated design of the park property that meets City approval in advance of the final plat. *Per recent discussions with the city, a play structure is not currently shown on the Goose Lake park. Additional grading design has been completed within this area for review.*
15. The applicant shall work with the Planning staff to name all the streets in the subdivision prior to submission of the final plat. *Streets have now been named for the project as requested.*
16. Lots 1-6, Block 10 and Lots 1-5, and 11-12, Block 9 shall not be platted until the southern channel of Goose Lake is closed off from the lake, or the shoreland issue around the channel is

resolved in some other manner that is acceptable to the DNR. *We recently received a DNR permit for this project, so these lots are now included as a part of the final plat.*

17. The applicant shall work to relocate segments of the northern buffer trail further to the south of the Stonegate subdivision wherever feasible as long as the trail does not encroach on any required wetland buffers. *Some trail modifications have been made; we would encourage the city to review to determine if additional changes to the trail alignment are necessary.*

#### City Engineering Comments

##### Utility Plans and Easements

1. A 12" watermain stub should be extended east along street 1 to the intersection and County ROW of Keats Avenue for future extension to the east site of CSAH 19. *Comment noted. Upon review, this change did not make it into the submitted plans, but subsequent plan revisions will include this 12" watermain stub from the intersection to the county road.*
2. The 8" watermain line from the Street 8 cul-de-sac to the Street 9 cul-de-sac passes directly under infiltration basin 1 and does not maintain the state required 10-foot offset from storm sewer pipe. An alternate alignment or connection will need to be determined as a part of the final plans. *Comment noted. Preliminary plans still show this same alignment, however we will work with the city to adjust this when final plans are completed for this area.*
3. The sanitary sewer segment along the east side of lot 6, block 6 needs to move further to the east to maintain additional offset from the lot 6 property line. *We request additional direction from the city on this item; we have dedicated a 40' easement in this area, but we have sanitary line, a trail and a storm line in this location. We can shift the sewer line to the location within this easement as desired by the city,*
4. Additional plan information is needed to evaluate the impacts to the city's sewer, forcemain and lift station infrastructure by the proposed park improvements. *Please see the final grading and utility plans to further evaluate any impacts to the city's infrastructure.*
5. A few additional easements are required. *Now that some of the stormwater system has significantly changed, and the final plat has been prepared, I believe the previously discussed easement changes should be reviewed.*

##### Storm Sewer

1. The storm sewer or grading plans must be revised to provide the City Standard minimum pipe cover of 3.5 feet. *Comment noted. Final storm sewer design has been completed for phase 1 with this in mind.*
2. Drain tile is required as a part of the City Standard street section at all localized low points in the street. *Comment noted. The majority of the site drains to the northeast, so there are not many low points on the project. Where we do have low points, draintile was added.*

##### CSAH 19 (Keats Avenue) Improvements

1. Written documentation is required to demonstrate Washington County approval for the proposed access to Keats Avenue together with any county requirements. Turn lane, bypass lane and other improvements on CSAH 19 as required by Washington County must be identified and incorporated on the plans. *Comment noted. We are currently working with the county on this item. Additional plan revisions and correspondences with them will be required.*

August 28, 2014

Page 4

2. Street 1 improvements must extend into the County Road R/W and connect to CSAH 19 including turning radii and drainage provisions. *Comment noted. Plans now show the road connecting to Keats Avenue.*

#### Wetlands and Wetland Buffers

1. VBWD requires a minimum 25-foot Buffer when buffer averaging is used. In addition, the VBWD does not allow impervious surfaces to be placed on wetlands or wetland buffers. *Comment noted. The buffers and the site have been adjusted to comply. The trail within the buffer is designed as a boardwalk.*
2. The wetland buffer for Wetland G encroaches over the proposed trail between lot 6, block 10 and lot 12, block 9. *Wetland G is now changed significantly due to the berm design at Goose Lake.*

#### Grading and Stormwater Management

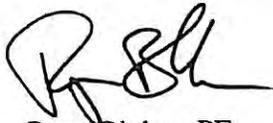
*Significant changes have been made to the plan in order to obtain a conditional approval from the watershed. I would request that the city review the final grading plan, and the updated stormwater management calculations to reevaluate the previous comments. We no longer have two infiltration basins at the entrance, so we believe that the plan has been improved from the previous design.*

Since so much has changed, we wanted to get the plans into your hands so that review could start as soon as possible. We understand that there is a lot of information to digest, and that there still are additional items to finalize as listed above, but we request that the city initiate the final plat review process so we can attempt to start work on initial phase yet this fall.

Please review our attached materials, and give me a call with any questions you may have. I will follow up in the next week or so to schedule a meeting to review the attached submittal.

Sincerely,

WESTWOOD PROFESSIONAL SERVICES

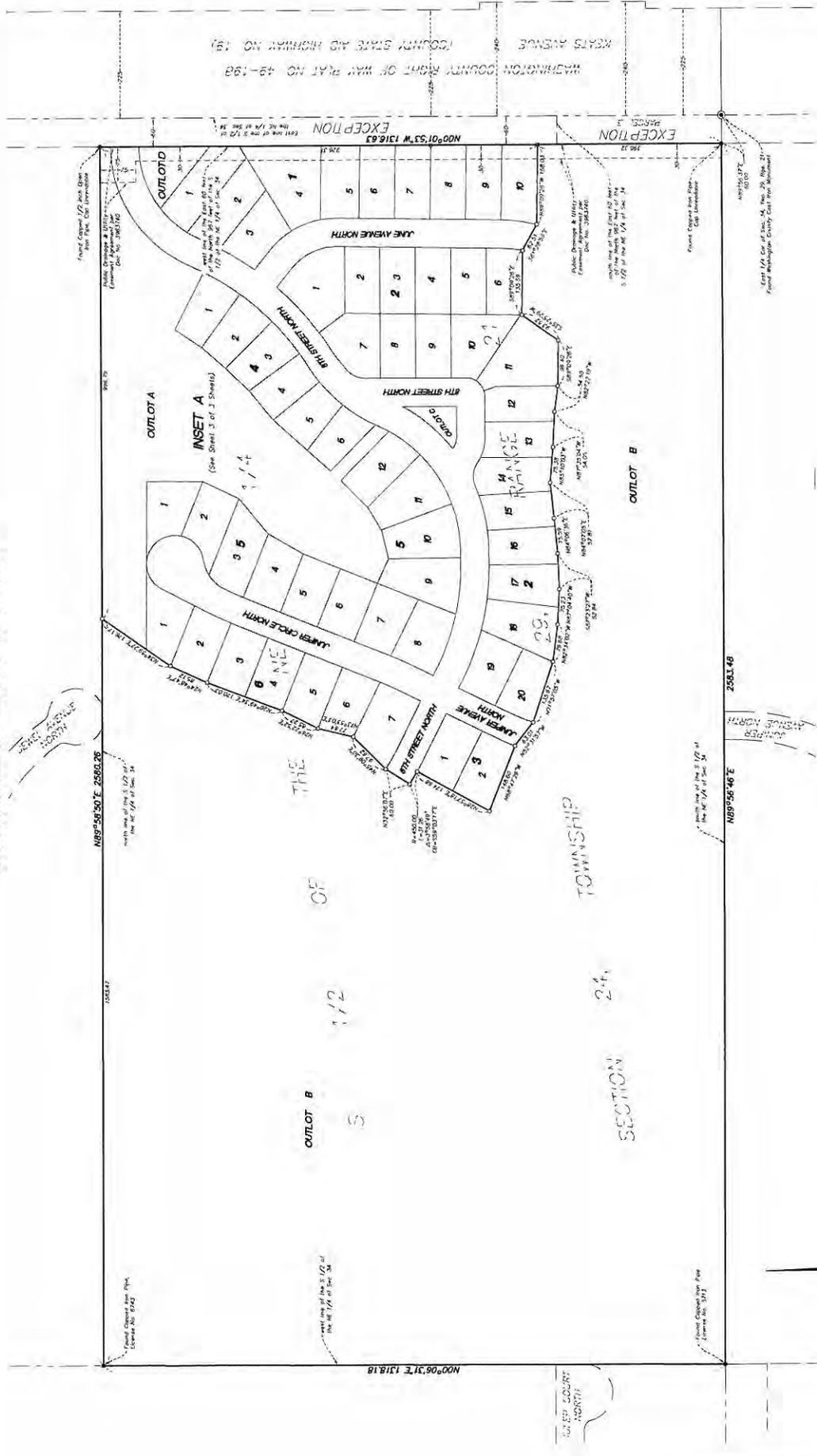


Ryan Bluhm, PE

cc. Brian McGoldrick, Hammes West LLC



# HAMMES ESTATES



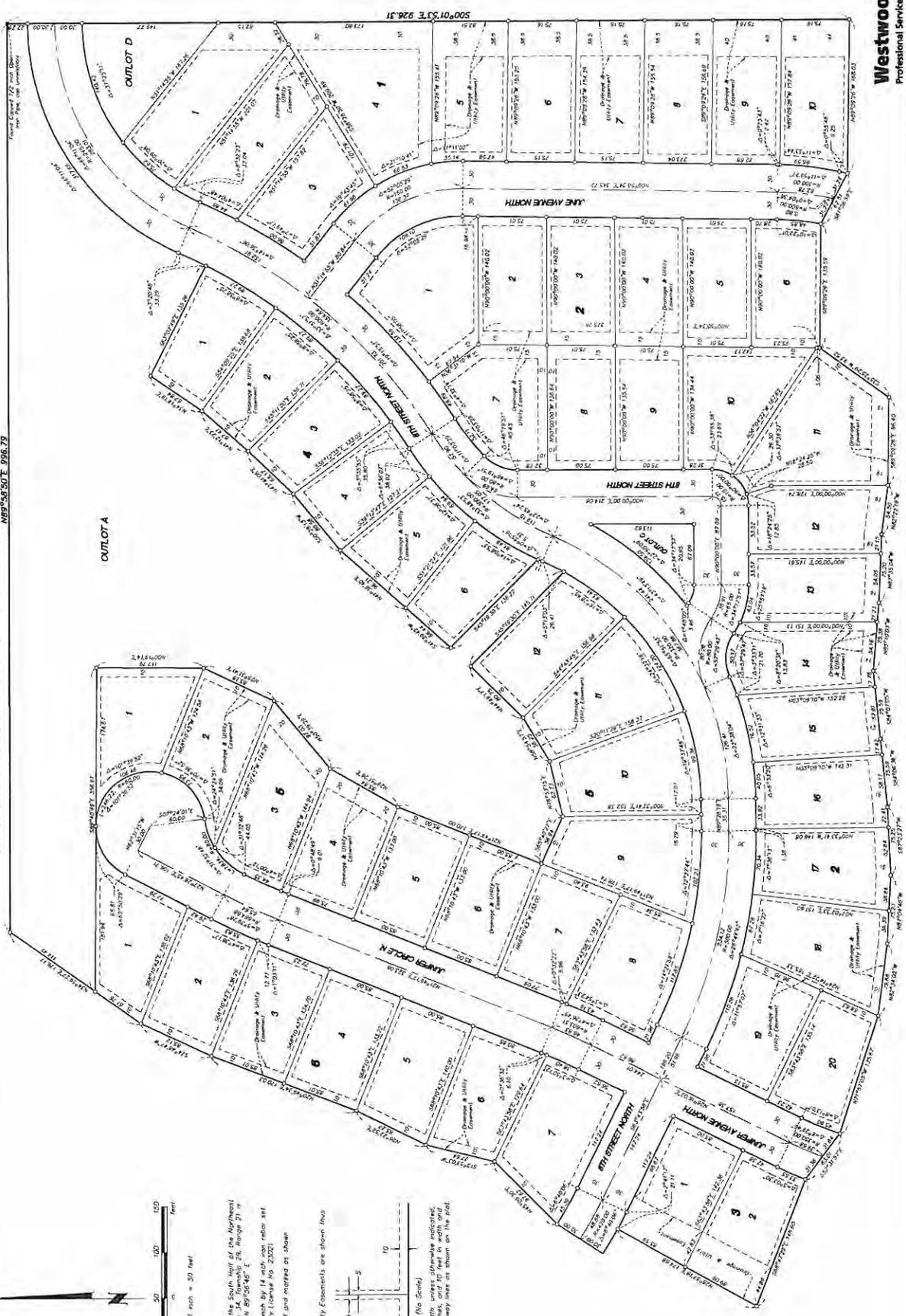
The south line of the South Half of the Northwest Quarter of Section 24, Township 25S, Range 21W is shown in red in order to distinguish it from the north-south line of the 1/2 section. The north-south line of the 1/2 section is shown in black.



Scale 1 inch = 100 feet

# HAMMES ESTATES

N89°55'50"E 996.79'

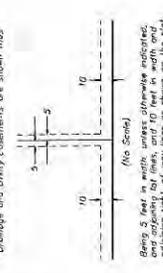


The south line of the South Half of the Northeast Quarter of Section 16, Township 21 N, Range 21 W, is assumed to bear N 89°55'45" E, 996.79' ±.

• Damages 1/2 inch by 1/4 inch and marked as follows: see.

• Damages found and marked as shown.

Damages and Utility Easements are shown. Thus



# Construction Plans

for  
**Sanitary Sewer, Water Main, Storm Sewer  
 and Streets**

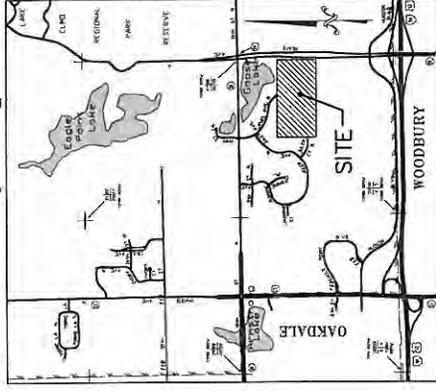
for  
**Hammes Property  
 Lake Elmo, Minnesota**

Prepared for:  
**Ryland Homes  
 7599 Anagram Drive  
 Eden Prairie, Minnesota 55344  
 Contact: Mark Sonstegard  
 Phone: 952-229-6000  
 Fax: 952-229-6024**

Prepared by:  
  
**Westwood**  
 Project number: 0002905.00  
 Contact: Ryan M. Blum

Westwood Professional Services, Inc.  
 10000 Prairie, MN 55344  
 PHONE: 952-237-5100  
 FAX: 952-237-5100  
 WWW.WESTWOODPROF.COM

Vicinity Map



(Not to Scale)

NO.	DATE	REVISION	SHEETS
1	09/03/14	WATER MAIN REVISION	ALL

Sheet Number	Sheet Title
1	Cover
2	Overall
3	Sanitary Sewer And Water Main Construction Plan
4	Sanitary Sewer And Water Main Construction Plan
5	Sanitary Sewer And Water Main Construction Plan
6	Sanitary Sewer And Water Main Construction Plan
7	Storm Sewer And Street Construction Plan
8	Storm Sewer And Street Construction Plan
9	Storm Sewer And Street Construction Plan
10	Storm Sewer And Street Construction Plan
11	Storm Sewer And Street Construction Plan
12	Storm Sewer And Street Construction Plan
13	Storm Sewer And Street Construction Plan
14	Details
15	Details
16	Details
17	Keats Avenue Improvements Plan

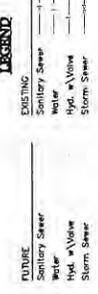
**Construction Plans**  
 for  
**Sanitary Sewer, Water Main, Storm Sewer  
 and Streets**  
 for  
**Hammes Property  
 Lake Elmo, Minnesota**

Date: 08/27/14 Sheet: 1 of 17



STORM SEWER CASTING SCHEDULE		
STRUCTURE	CASTING TYPE	CASTING TYPE
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 SEE DETAIL SHEET 15  
 SEE DETAIL SHEET 15



Latest Revision Date: 09/07/14  
 Date: 08/27/14  
 Sheet: 2 of 17

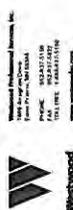
**Hammes Property**  
 Lake Elmo, Minnesota

**Ryland Homes**  
 7700 Abbott Drive  
 Eden Prairie, Minnesota 55344

Prepared for:

Client	DL
Drawn	DL
Checked	DL
Design	DL
Field Engineer	DL

Westwood Professional Services, Inc.  
 10000 Lyndale Avenue South  
 Suite 100  
 Minneapolis, MN 55425  
 Phone: 763.425.1100  
 Fax: 763.425.1101  
 www.westwood-pro.com



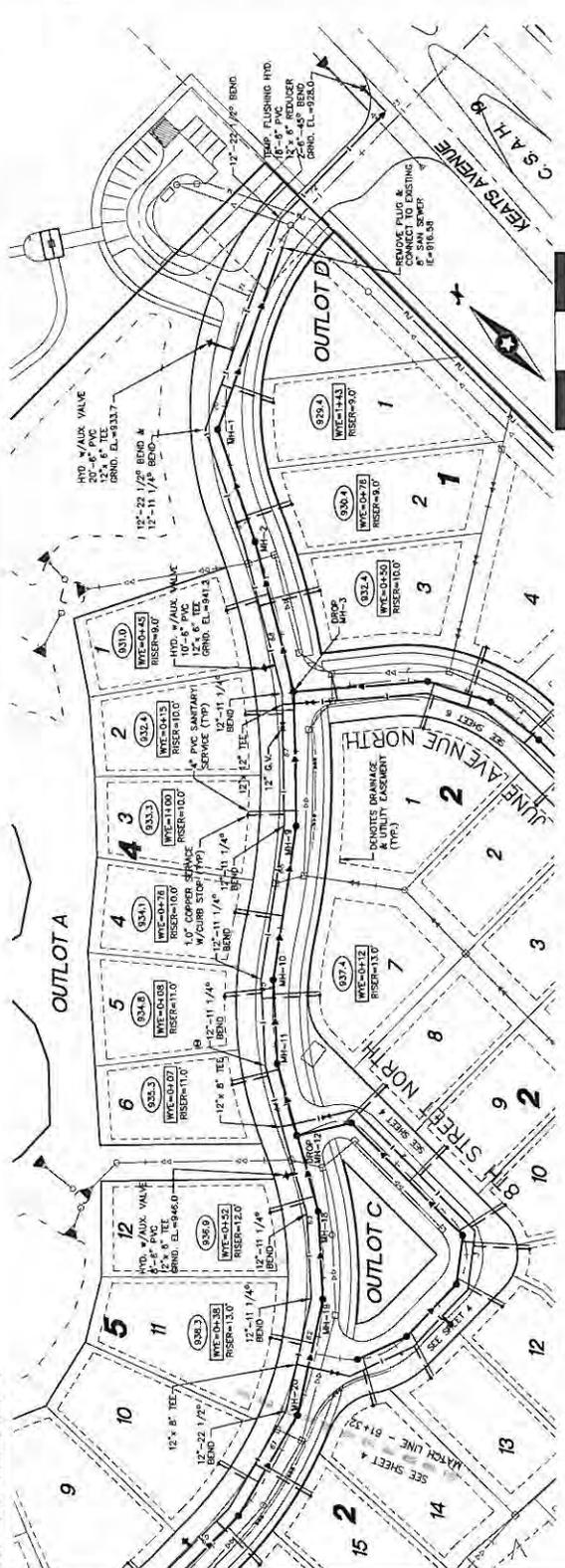
**GENERAL NOTES:**

- 1. SANITARY SEWER SERVICE
- 2. SERVICE LINE END OF STUDY
- 3. SERVICE LINE END OF STUDY
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- 5. SERVICE LINE END OF STUDY
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- 15. SERVICE LINE END OF STUDY

DATE: 08/27/14  
 DRAWN BY: [Name]  
 CHECKED BY: [Name]  
 PROJECT: [Name]

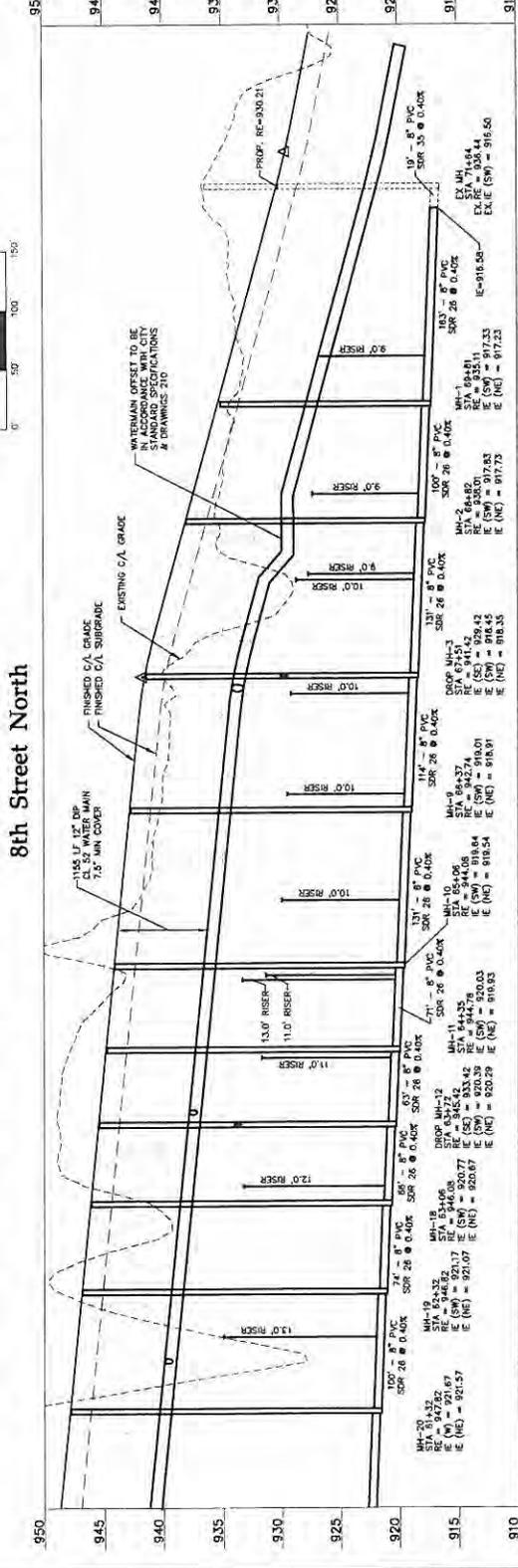
**SANITARY SEWER NOTES:**

1. ALL SANITARY SEWER AND ACCESSORIES MUST BE 10' MINIMUM COVER UNLESS OTHERWISE NOTED.
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**WATER MAIN NOTES:**

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15. ALL WATER MAIN AND ACCESSORIES MUST BE 10' MINIMUM COVER UNLESS OTHERWISE NOTED.



Latest Revision Date: 08/27/14  
 Revision: 3 of 17

**Hammes Property**  
 Lake Elmo, Minnesota

**Ryland Homes**  
 7909 Argosian Drive  
 Eden Prairie, Minnesota 55344

Prepared for:

Client	CU
Design	CU
Check	CU
Draw	CU
Field	CU
Record Drawing	CU

Scale:

Horizontal	1" = 40'
Vertical	1" = 10'

Westwood Professional Services, Inc.  
 10000 Westwood Drive  
 Eden Prairie, MN 55344  
 Phone: 952.935.1100  
 Fax: 952.935.1101  
 Website: www.westwoodpro.com

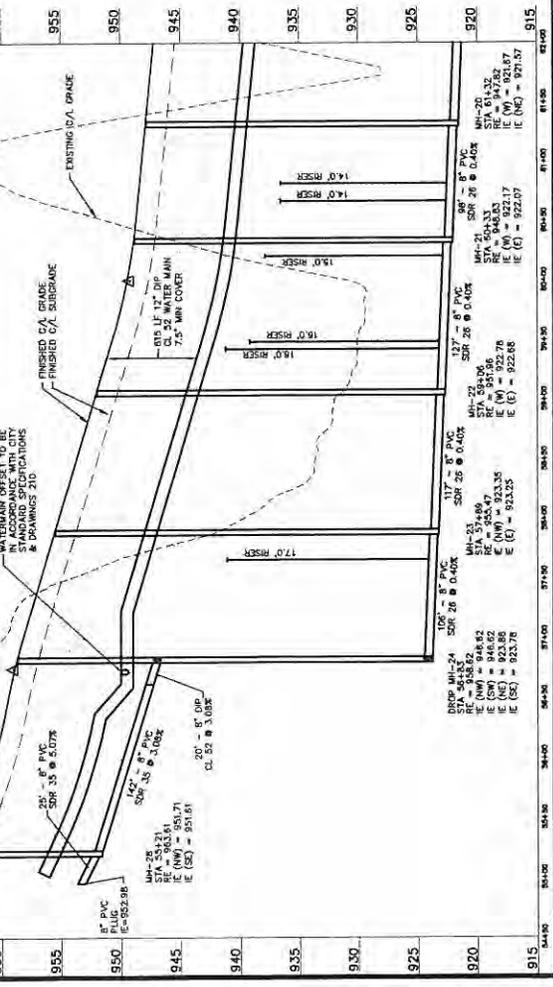
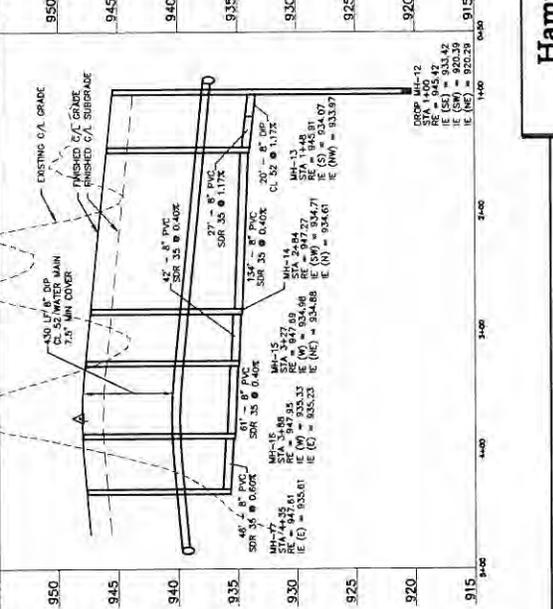
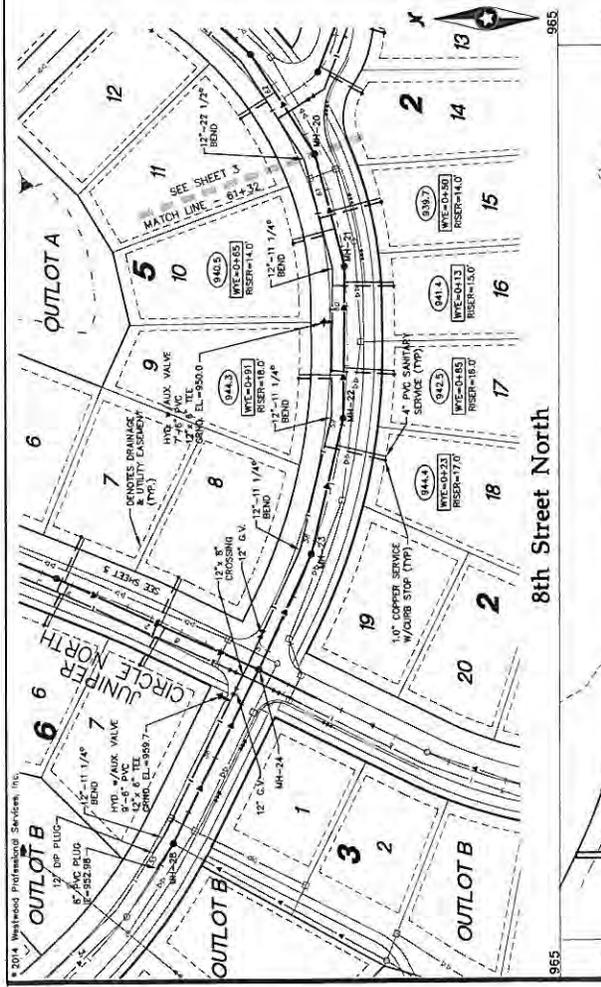
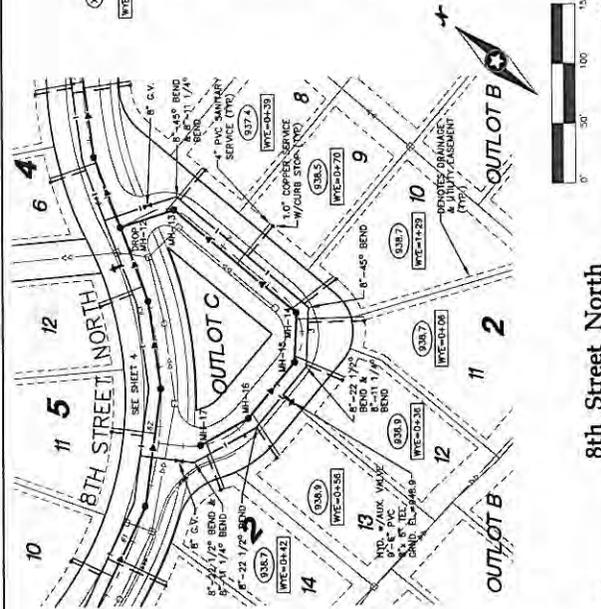


Call 48 hours before digging.  
**811 or call811.com**  
 Common Ground Alliance

**GENERAL NOTES:**  
 (XXX) DENOTES SANITARY SEWER SERVICE  
 (XXX) DENOTES SANITARY SEWER SERVICE W/TE  
 (XXX) DOWN STREAM W/TE

- SANITARY SEWER NOTES:**
1. ALL SANITARY SEWERS AND ACCESSORIES MUST BE CONSTRUCTED IN ACCORDANCE WITH THE CITY OF LAKE SHAWANO SPECIFICATIONS AND DETAILS.
  2. ALL STANDARD SPECIFICATIONS AND DETAILS SHALL BE ACCORDING TO CITY STANDARD DRAWING TO GRANULAR MATERIAL BEDDING METHOD (FOR PVC SANITARY SEWER).
  3. UNLESS NOTED OTHERWISE, ALL SMOOTH WALLED 12" DIA. SANITARY SEWERS SHALL BE 12" H-NCH PVC.
  4. ALL SANITARY SEWER SERVICES SHALL BE 12" H-NCH PVC.
  5. SMOOTH WALLED PVC PIPE AND FITTINGS SHALL CONFORM WITH THE REQUIREMENTS OF ASTM D-3034 FOR THE SIZE, JOINTS, AND MANHOLE RINGS. THE TYPE, SIZE, AND JOINTS OF MANHOLE RINGS SHALL BE AS SHOWN ON THE PLANS, SPECIFICATIONS, AND SPECIAL PROVISIONS.
  6. ALL SANITARY SEWER SERVICES SHALL BE 12" H-NCH PVC.
  7. JOINTS OF MANHOLE RINGS SHALL BE AS SHOWN ON THE PLANS, SPECIFICATIONS, AND SPECIAL PROVISIONS.
  8. ALL SANITARY SEWER SERVICES SHALL BE 12" H-NCH PVC.
  9. A 12" O.D. TO 12" I.D. MANHOLE SECTION SHALL BE INSTALLED UPON MAKING A CONNECTION TO AN EXISTING SANITARY SEWER. THE MANHOLE SHALL BE FINISHED GRADE ELEVATION PRECEDED FROM ENTERING THE EXISTING SEWER BY IMMEDIATELY INSULATING WATER TIGHT PLUGS AS NEEDED IN THE EXISTING MANHOLE.

- WATER MAIN NOTES:**
1. ALL WATER MAINS AND ACCESSORIES MUST BE CONSTRUCTED IN ACCORDANCE WITH THE CITY OF LAKE SHAWANO SPECIFICATIONS AND DETAILS.
  2. ALL STANDARD SPECIFICATIONS AND DETAILS SHALL BE ACCORDING TO CITY STANDARD DRAWING TO GRANULAR MATERIAL BEDDING METHOD (FOR PVC SANITARY SEWER).
  3. UNLESS NOTED OTHERWISE, ALL SMOOTH WALLED 12" DIA. WATER MAINS SHALL BE 12" H-NCH PVC.
  4. ALL WATER MAINS SHALL BE 12" H-NCH PVC.
  5. SMOOTH WALLED PVC PIPE AND FITTINGS SHALL CONFORM WITH THE REQUIREMENTS OF ASTM D-3034 FOR THE SIZE, JOINTS, AND MANHOLE RINGS. THE TYPE, SIZE, AND JOINTS OF MANHOLE RINGS SHALL BE AS SHOWN ON THE PLANS, SPECIFICATIONS, AND SPECIAL PROVISIONS.
  6. ALL WATER MAINS SHALL BE 12" H-NCH PVC.
  7. JOINTS OF MANHOLE RINGS SHALL BE AS SHOWN ON THE PLANS, SPECIFICATIONS, and SPECIAL PROVISIONS.
  8. ALL WATER MAINS SHALL BE 12" H-NCH PVC.
  9. A 12" O.D. TO 12" I.D. MANHOLE SECTION SHALL BE INSTALLED UPON MAKING A CONNECTION TO AN EXISTING WATER MAIN. THE MANHOLE SHALL BE FINISHED GRADE ELEVATION PRECEDED FROM ENTERING THE EXISTING WATER MAIN BY IMMEDIATELY INSULATING WATER TIGHT PLUGS AS NEEDED IN THE EXISTING MANHOLE.



Latest Revision Date: 08/27/14  
 Date: 08/27/14  
 Sheet: 4 of 17

**Hammes Property**  
 Sanitary Sewer and Water Main Construction Plan  
 Lake Elgin, Minnesota

**Ryland Homes**  
 7999 Annapolis Drive  
 Eden Prairie, Minnesota 55344

Prepared for:

Client:	_____
Contract:	_____
Project:	_____
Project Director:	_____

Reviewed by:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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**SANITARY SEWER NOTES:**

1. ALL SANITARY SEWER AND ACCESSORIES MUST BE CONSTRUCTED IN ACCORDANCE WITH THE CITY OF LAKE COUNTY STANDARD SPECIFICATIONS FOR SANITARY SEWER.
2. ALL SANITARY SEWER PVC PIPE SHALL BE INSTALLED ACCORDING TO CITY STANDARD DRAWING (SD) STANDARD SPECIFICATION (SS) 02.00 SANITARY SEWER (FOR PVC SANITARY SEWER).
3. UNLESS NOTED OTHERWISE, ALL SMOOTH WALLED PIPE SHALL BE 4-INCH PVC.
4. ALL SANITARY SEWER SERVICES SHALL BE 4-INCH PVC, 35 WITH ELASTOMERIC GASKETED JOINTS.
5. SMOOTH WALLED PIPE AND FITTINGS SHALL CONFORM TO THE CITY OF LAKE COUNTY STANDARD SPECIFICATIONS, STANDARD DIMENSIONAL RATIO (SDR) AND STRENGTH REQUIREMENTS INDICATED ON THE PLANS, SPECIFICATIONS, REMOVED CONCRETE PIPE AND FITTINGS SHALL CONFORM WITH THE REQUIREMENTS OF ADOPT SPEC 3026.
6. JOINTS OF MANHOLE RISERS TO BOND JOINTS REMOVED ON ALL SANITARY SEWER MANHOLES.
7. JOINTS OF MANHOLE RISERS TO BOND JOINTS REMOVED ON ALL SANITARY SEWER MANHOLES SHALL BE BOND TO THE MANHOLE WITH A GASKETED, FLEXIBLE, WATER-TIGHT CONNECTION TO ALLOW OPERATIONAL PLACE.
8. A 1'-0" TO 1'-4" MANHOLE SECTION SHALL BE INSTALLED AT THE END OF THE PIPE TO ALLOW OPERATIONAL ADJUSTMENT WHENEVER POSSIBLE.
9. ALL SEWER LINES WITH METAL PIPE DRAINING FROM THE END OF THE PIPE TO FINISHED GRADE ELEVATION SHALL BE INSTALLED WITH A 1'-0" TO 1'-4" MANHOLE SECTION OR MANHOLE DIRT AND DEBRIS SHALL BE PREVENTED FROM ENTERING THE EXISTING SEWER BY WATER-TIGHT PLUGS AS NOTED IN THE EXISTING MANHOLE.

**WATER MAIN NOTES:**

1. ALL WATER MAIN AND ACCESSORIES MUST BE CONSTRUCTED IN ACCORDANCE WITH THE CITY OF LAKE COUNTY STANDARD SPECIFICATIONS AND DETAILS.
2. MANIPULATION OF EXISTING VALVES SHALL BE PERFORMED IN ACCORDANCE WITH THE CITY OF LAKE COUNTY STANDARD SPECIFICATIONS AND DETAILS.
3. WATER MAIN SHALL BE DUCTILE IRON PIPE CLASS-52.
4. ALL FITTINGS SHALL BE DUCTILE IRON PIPE WITH A151.1 POLYETHYLENE ENCASEMENT. ALL CONNECTIONS SHALL BE MADE IN ACCORDANCE WITH THE CITY OF LAKE COUNTY STANDARD SPECIFICATIONS AND DETAILS.
5. USE GATE VALVES FOR ALL APPLICATIONS UP THROUGH 24 INCHES.
6. GATE VALVES SHALL BE RESIDENT WEDGE AMERICAN FLOW CONTROL SERIES 2500 OR APPROVED EQUAL, GATE VALVES SHALL BE INSTALLED WITH THE OPERATING HANDLE UP AND BUTTERFLY VALVES FOR ALL APPLICATIONS GREATER THAN 12 INCHES.
7. APPROVED EQUAL BUTTERFLY VALVES SHALL COMPLY WITH THE CITY OF LAKE COUNTY STANDARD SPECIFICATIONS AND DETAILS.
8. APPROVED EQUAL BUTTERFLY VALVES SHALL COMPLY WITH THE CITY OF LAKE COUNTY STANDARD SPECIFICATIONS AND DETAILS.
9. HYDRANTS SHALL BE WATERLOG "PACER" MODEL WB-67 STAKE AND PAINTED RED. HYDRANTS SHALL BE INSTALLED WITH THE OPERATING HANDLE UP AND THE OPERATING HANDLE SHALL HAVE A MINIMUM 1'-0" ADJUSTMENT RANGE AND SHALL EXTEND 6 INCHES ABOVE THE GROUND SURFACE. HYDRANTS SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF LAKE COUNTY STANDARD SPECIFICATIONS AND DETAILS.
10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING ALL MATERIALS AND LABOR NECESSARY FOR THE PROJECT. SUPPLY IS DESCRIBED USING THE COURSE OF THE PROJECT UNLESS OTHERWISE NOTED.
11. UNLESS OTHERWISE NOTED.

**GENERAL NOTES:**

1. DENOTES SANITARY SEWER SERVICE INVERT @ END OF STUB.
2. DENOTES SANITARY SEWER SERVICE WYE LOCATED ON MAINLINE FROM DOWN STREAM M.H.

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

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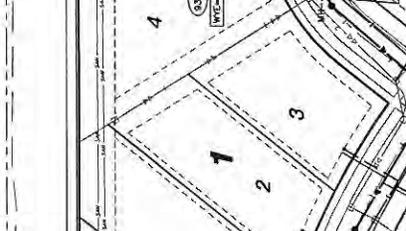
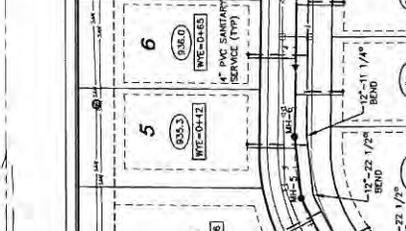
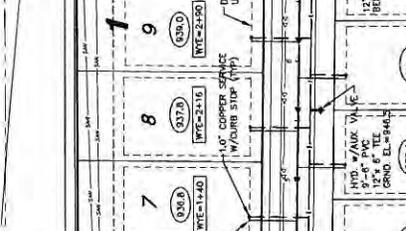
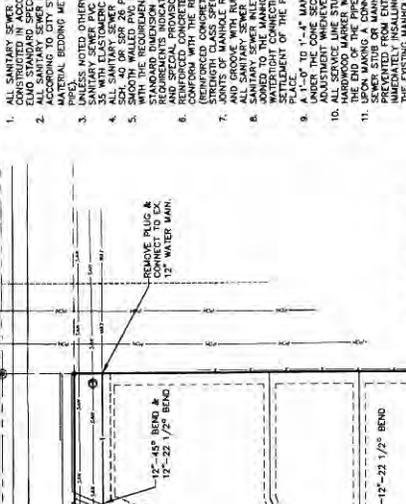
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**GENERAL NOTES:**

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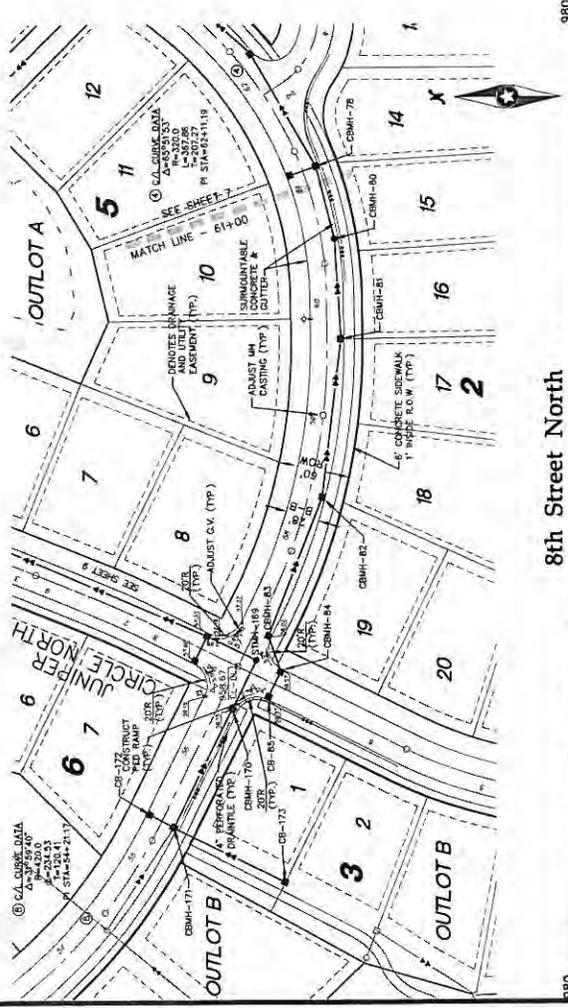
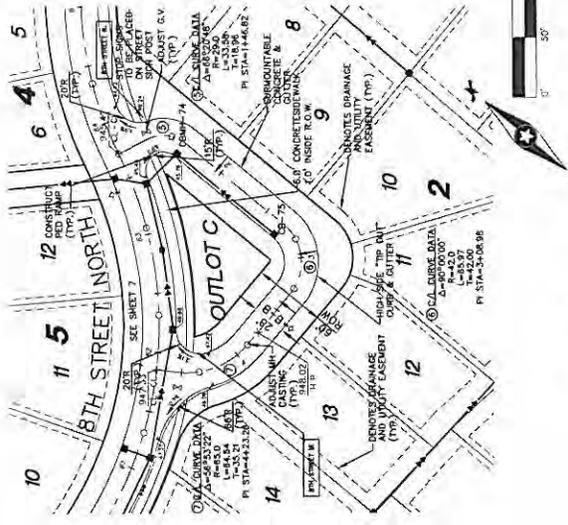


Call 48 hours before digging  
 611 or call811.com  
 Common Ground Alliance

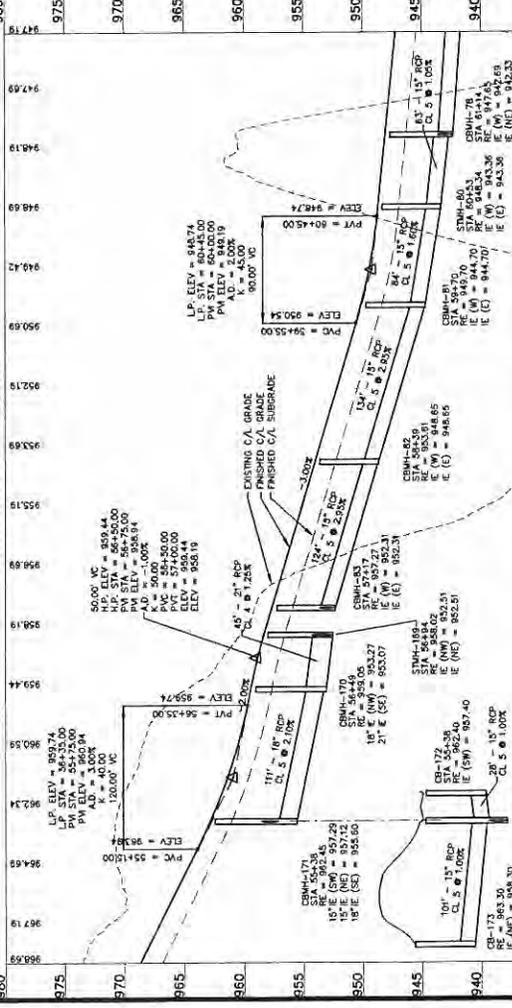
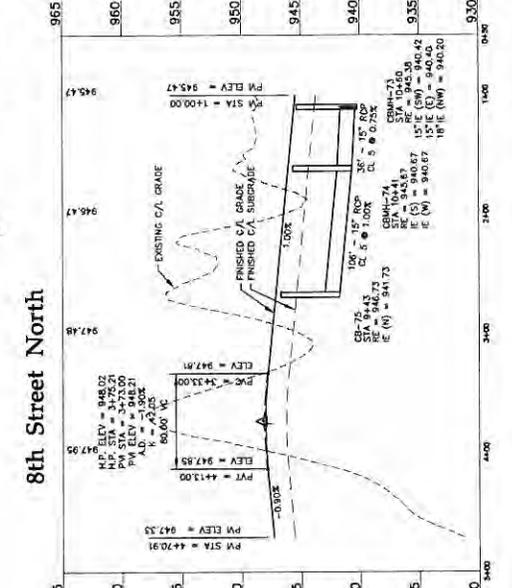
**GENERAL NOTES:**  
 1. RADIUS TO BE 8" C. & G.  
 WITH 1" TRANSITION FROM  
 8" TO 6" AT INTERSECTIONS  
 2. RADIUS TO BE 8" C. & G.  
 WITH 1" TRANSITION FROM  
 8" TO 6" AT INTERSECTIONS

**CASTING NOTE:**  
 ALL CASTING BASH CASTINGS IN CURB SHALL BE  
 SUMPED 6" TO 8" AND MANHOLE CASTINGS IN  
 RIM ELEVATIONS ON PLAN PROFILES REFLECT  
 THE SUMPED ELEVATIONS.

- CONDUIT CROSSINGS TO BE PERPENDICULAR TO STREET & PLACED BELOW THE STREET SURFACE.
- MANHOLE INVERT TO BE LOCATED ABOVE TOP OF EFFLUENT STORM PIPE BASH STRUCTURE.
- ALL STORM SEWER INSTALLED SHALL HAVE POSITIVE GRADE.
- SAW AND SEAL OF BITUMINOUS PAVEMENT (40 FOOT INTERVALS) SHALL BE INSTALLED ON ALL STREETS WITH ASHphalt GRADE. SEAL IS NOT TO BE APPLIED ON 5TH STREET.
- ALL STREET SIGNS & MARKS ARE TO BE PROVIDED BY DEVELOPER FOR CITY OF LAKE ELMO DETAIL PLATE 706.
- ALL STREET SIGNS TO BE PLACED ON THE BOTTOM SIDE OF THE CURB.
- SAME LENGTH THAN VERTICAL VOLUME STREET SIGN TO BE PLACED ON BOTTOM.



- STORM SEWER NOTES:**
1. ALL STORM SEWERS AND ACCESSORIES MUST BE CONSTRUCTED IN ACCORDANCE WITH THE CITY OF LAKE ELMO STANDARD SPECIFICATIONS AND DETAILS WHICH CONFORM WITH THE REQUIREMENTS OF MANHOLE SPEC 3336 (REINFORCED CONCRETE PIPE) FOR THE TYPE, SIZE, AND PRECAST CONCRETE MANHOLE AND CATCH BASIN.
  2. ALL STORM SEWER MANHOLES SHALL BE INSTALLED AS PER CITY OF LAKE ELMO STANDARD SPECIFICATIONS FOR HIGHWAY ADJUSTMENT WHEREVER POSSIBLE.
  3. JOINTS OF MANHOLE RIBS SECTIONS SHALL BE TONGUE AND GROOVE JOINTS. ALL JOINTS SHALL BE PROTECTED BY A 1" RIBBED RUBBER GASKET. ALL JOINTS SHALL BE PROTECTED BY A 1" RIBBED RUBBER GASKET.
  4. ALL STORM SEWER MANHOLES SHALL BE TONGUE AND GROOVE JOINTS. ALL JOINTS SHALL BE PROTECTED BY A 1" RIBBED RUBBER GASKET.
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  10. ALL STORM SEWER MANHOLES SHALL BE TONGUE AND GROOVE JOINTS. ALL JOINTS SHALL BE PROTECTED BY A 1" RIBBED RUBBER GASKET.



Latest Revision Date: 08/27/14  
 Sheet: 8 of 17

**Hammes Property**  
 Lake Elmo, Minnesota

**Ryland Homes**  
 7500 Ardenway Drive  
 Eden Prairie, Minnesota 55344

Prepared for:

Prepared by:	Checked:	Drawn:	Date:
Ryan J. Peltier			08/27/14

Project No: 41287

Contract No: 41287

Scale: AS SHOWN

Notes: See attached sheets for details.

City of Lake Elmo: 41287

Contractor: Hammes Property

City of Lake Elmo: 41287

City of Lake Elmo: 41287

City of Lake Elmo: 41287



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**511 or call811.com**  
 Common Ground Alliance

**GENERAL NOTES:**  
 RADIUS TO BE 80% C & G  
 WITH 10' TRANSITION FROM  
 10' TO 15' RADIUS  
 POINTS OF INTERSECTION  
 AT INTERSECTIONS

**CASTING NOTE:**  
 ALL CATCH BASIN CASTINGS IN CURB SHALL BE  
 SUMPED 6.0 FEET AND MANHOLE CASTINGS IN  
 CEMENT CONCRETE SHALL BE SUMPED 6.0 FEET  
 FROM ELEVATIONS ON PLAN PROFILES TO REFLECT  
 THE SUMPED ELEVATIONS.

- MANHOLE PRESSURES TO BE  
 PROPORTIONAL TO STREET & PLACED  
 BELOW THE STREET SURFACE.
- DRAINAGE INVERT TO BE LOCATED  
 ABOVE TOP OF EFFLUENT STORM PIPE  
 BASH STRUCTURE.
- ALL STORM SEWER INSTALLED SHALL  
 HAVE POSITIVE GRADE.
- SAW AND SEAL OF BITUMINOUS  
 PAVEMENT (40 FOOT INTERVALS)  
 SHALL BE INSTALLED ON ALL  
 STREETS WITH ASPHALT GRADE. B.  
 SEALS TO BE USED ON 2" IN STREET  
 SEALS.
- ALL STREET SIGNS & MARKS ARE TO  
 BE PROVIDED BY DEVELOPER PER CITY  
 OF LAKE ELMO DETAIL PLATE 700.  
 ON THE BOTTOM SIGN TO BE PLACED  
 ON THE SIGN AND THE TOP SIGN  
 ON THE SIGN AND THE TOP SIGN  
 STREET SIGN TO BE PLACED ON  
 BOTTOM

**SIDWALK SEWER NOTES:**

1. ALL STORM SEWER AND ACCESSORIES MUST BE  
 CONSTRUCTED IN ACCORDANCE WITH THE CITY OF LAKE  
 ELMO SPECIFICATIONS AND THE CITY OF LAKE ELMO SHALL  
 CONFORM WITH THE REQUIREMENTS OF MINUT SPEC 32.26  
 AND THE CITY OF LAKE ELMO SPECIFICATIONS.
2. PRECAST CONCRETE MANHOLE AND CATCH BASIN  
 SHALL BE USED ON ALL STREETS.
3. ALL STORM SEWER MANHOLES SHALL BE CONSTRUCTED  
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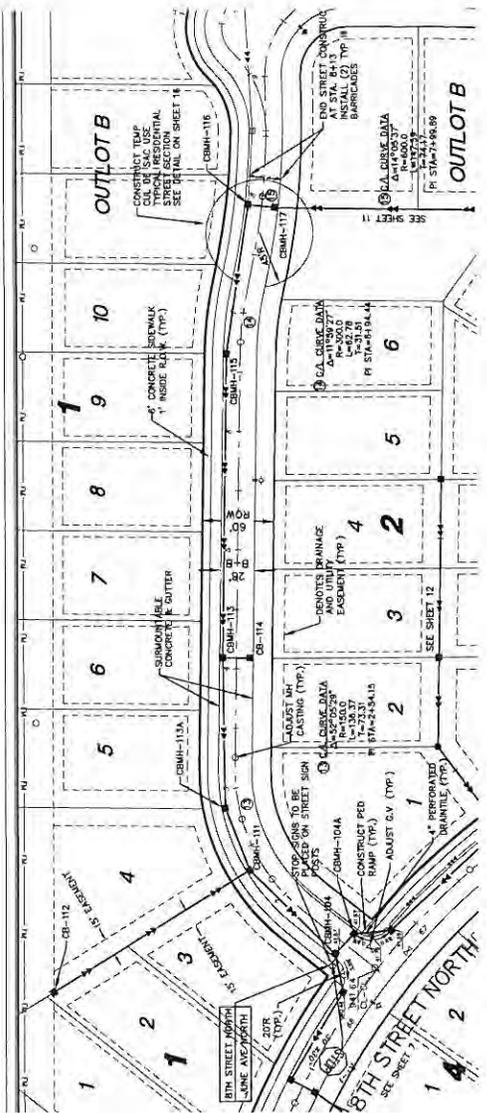
**SEWALK AND TRAIL NOTES:**

1. BITUMINOUS TRAILS AND SIDEWALKS MUST BE  
 CONSTRUCTED TO MAINTAIN POSITIVE DRAINAGE AWAY  
 FROM THE STORM SEWER SYSTEM. ALL SIDEWALKS  
 TOPSOIL AND BACKFILL OPERATIONS MUST BE  
 COMPLETED TO AVOID DAMAGE TO THE BITUMINOUS  
 TOPSOIL MUST BE FLUSH WITH THE PATH EDGE TO AVOID  
 JOINTS. SIDEWALK INTO SECTIONS WITH CONTRACTOR  
 JOINTS. SIDEWALK SHALL NOT BE LESS THAN 3 FT NOR  
 MORE THAN 4 FT. SIDEWALK SHALL BE 1/2  
 INCH EXCESSIVE JOINT FILLER AT 80 FT (MAX)  
 INTERVALS. SIDEWALK RAMPS MUST BE CONSTRUCTED  
 AT ALL INTERSECTIONS.

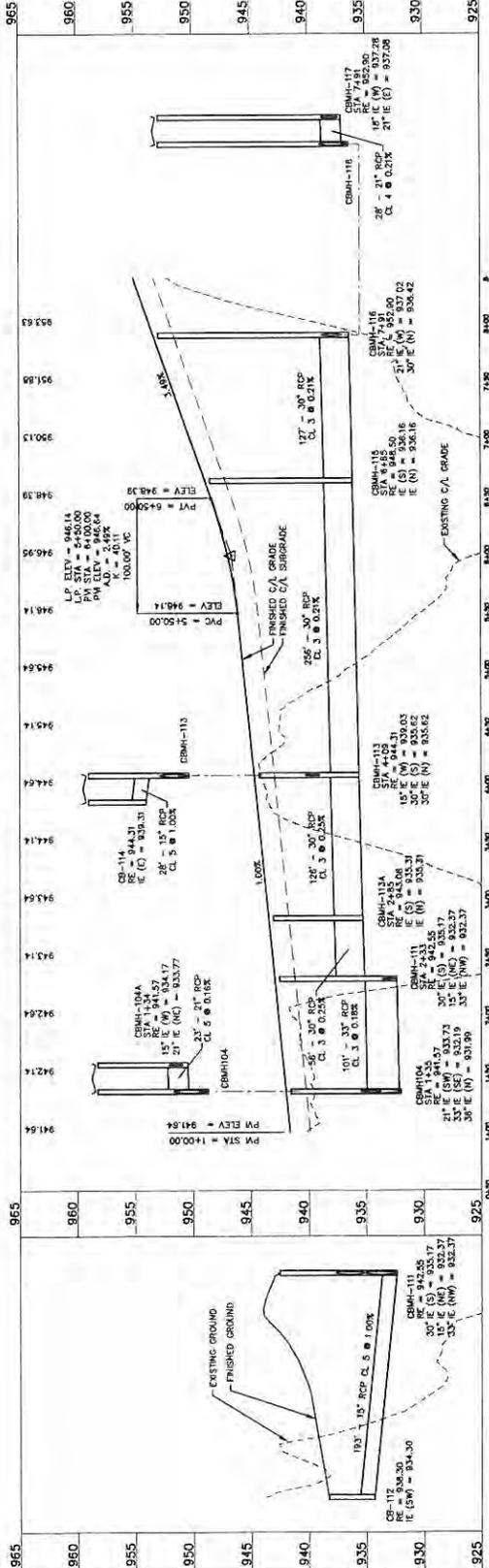
Latest Revision Date 09/09/14  
 Date 08/27/14 Sheet 10 of 17

**Hammes Property**  
 Storm Sewer and  
 Street Construction  
 Plan

**Ryland Homes**  
 7700 Arroyo Drive  
 Eden Prairie, Minnesota 55344



June Ave North



Prepared for:

Client	CEL
Checked	SMH
Drawn	DPH
Revised/Checked/Updated	

Project No. 14-000000  
 Date: 07/22/14

Drawn by: [Signature]  
 Checked by: [Signature]

Project No. 14-000000  
 Date: 07/22/14

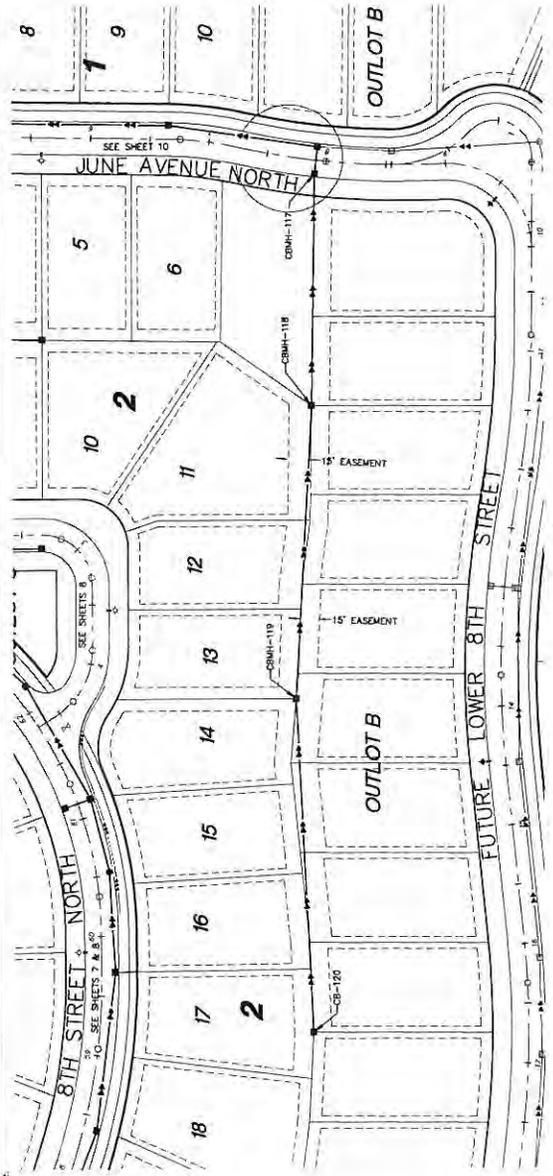


Call 48 hours before opening  
**811 or call811.com**  
 Common Ground Alliance

**GENERAL NOTES:**  
 \* RADIUS TO BE 8161 C & G WITH 10' TRANSITION FROM FINISH GRADE TO FINISH ELEVATION AT INTERSECTIONS

**CASTING NOTE:**  
 ALL CATCH BASIN CASTINGS IN CURB SHALL BE SIMPED 0.0 FEET AND MANHOLE CASTINGS IN RAIN WATER SHALL BE SIMPED 0.0 FEET. ALL RAIN ELEVATIONS ON PLAN PROFILES REFLECT THE SIMPED ELEVATIONS.

- \* SLOPE PROVISIONS TO BE PERPENDICULAR TO STREET & PLACED BELOW THE STREET SUBGRADE.
- \* DRAINAGE INVERT TO BE LOCATED ABOVE TOP OF EFFLUENT STORM PIPE BASKIN STRUCTURE.
- \* ALL STORM SEWER INSTALLED SHALL HAVE POSITIVE GRADE.
- \* SAW AND SEAL OF BITUMINOUS PAVEMENT (40 FOOT INTERVALS) SHALL BE INSTALLED ON ALL STREETS WITH ASPHALT GRADE B. SEE DETAIL SHEET ON 8TH STREET FOR SEE DETAIL SHEET ON 8TH STREET.
- \* STREET LIGHTS & SIGNS ARE TO BE PROVIDED BY DAVENPORT POLICE DEPARTMENT.
- \* ALL MANHOLE CASTINGS SHALL BE PROVIDED BY DAVENPORT POLICE DEPARTMENT.
- \* ALL STREET LIGHTS SHALL BE PLACED ON THE BOTTOM SIDE OF THE STREET.
- \* ALL STREET LIGHTS SHALL BE PLACED ON THE BOTTOM SIDE OF THE STREET.

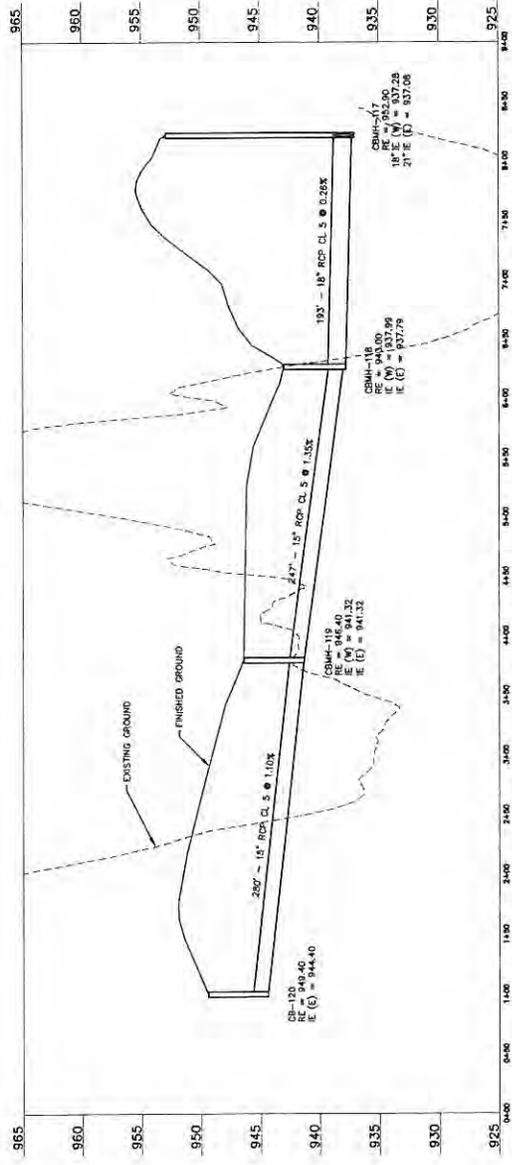


**STORM SEWER NOTES:**

1. ALL STORM SEWER MANHOLES MUST BE CONSTRUCTED IN ACCORDANCE WITH THE CITY OF LAKE MINNAPOLIS STANDARD SPECIFICATIONS AND DETAILS FOR STORM SEWER MANHOLES SHALL CONFORM WITH THE REQUIREMENTS OF MINOT SPEC 32.26 (REINFORCED CONCRETE PIPE) FOR THE TYPE, SIZE, AND PRECAST CONCRETE MANHOLE AND CATCH BASIN DETAILS SHALL CONFORM TO THE REQUIREMENTS OF MINOT SPEC 32.27.
2. ALL 1'-0" TO 1'-4" MANHOLE SECTIONS SHALL BE INSTALLED WITH A MINIMUM OF 1'-0" CLEARANCE FROM THE ADJACENT SIDEWALK OR DRIVEWAY FOR HEIGHT ADJUSTMENT WHEN SETTING POSSIBLE.
3. JOINTS OF MANHOLE RISER SECTIONS SHALL BE TYPICALLY 4'-0" MAXIMUM. JOINTS OF RING JOINTS PROPOSED ON ALL STORM SEWER MANHOLES SHALL BE 4'-0" MAXIMUM.
4. RIP-RAP SHALL BE HAND-PLACED OVER GEOTEXTILE OR AS SPECIFIED HEREIN. RIP-RAP SHALL BE 3/4" TO 1 1/2" IN SIZE AND SHALL BE PLACED UNDER THE JOINTS.
5. EXTERIOR WALLS SHALL BE CONSTRUCTED UNDER RIP-RAP SHALL BE 12" MINIMUM THICKNESS AND SHALL BE FINISHED AND INSTALL TRASH CHARGES ON ALL FLARED JOINTS.
6. ALL RIP-RAP SHALL BE CLEANED OUT FROM THE RIP-RAP AT THE END OF THE PROJECT.

**SIDEWALK AND TRAIL NOTES:**

1. BITUMINOUS TRAILS AND SIDEWALKS MUST BE CONSTRUCTED TO MAINTAIN POSITIVE DRAINAGE AWAY FROM THE SIDEWALKS AND TRAILS.
2. TOPSOIL AND BACKFILLING OPERATIONS MUST BE COMPLETED TO AVOID DAMAGE TO THE BITUMINOUS TRAILS AND SIDEWALKS.
3. TOPSOIL MUST BE FLUSH WITH THE PATH EDGE TO AVOID TRAPPING WATER INTO SECTIONS WITH CONTRACTOR JOINTS. SPACING SHALL NOT BE LESS THAN 2 FT NOR MORE THAN 12 FT IN ANY DIMENSION. PLACE 1/2" INTERVALS.
4. CONCRETE SIDEWALK RAMP MUST BE CONSTRUCTED AT ALL INTERSECTIONS.



Latest Revision Date: 09/07/24  
 09/07/24  
 Date: 08/27/24 Sheet: 11 of 17

**Hammes Property**  
 Lake Elmo, Minnesota

**Ryland Homes**  
 7000 Ardenway Drive  
 Eden Prairie, Minnesota 55344

Prepared for:

Checked:	CLL
Drawn:	SKB
Project/Working System:	CPM

Scale:

1" = 20'-0" (VERTICAL)  
 1" = 40'-0" (HORIZONTAL)

1. I hereby certify that the work was done in accordance with the Minnesota Professional Service Act, Chapter 326A, Minnesota Statutes, and the rules of the Board of Professional Engineers, Architects, and Land Surveyors.

Ryan M. Walker  
 License No. 41257



**GENERAL NOTES:**  
 1. RISING TO BE 8" MIN. C. & G.  
 WITH 10" TRANSITION FROM  
 SURROUNDING CURB TO THE ELEVATION  
 AT INTERSECTIONS

**CASTING NOTE:**  
 ALL CASTING BASH CASTINGS IN CURB SHALL BE  
 PAVED 0.10 FEET AND MANHOLE CASTINGS IN  
 PAVED AREAS SHALL BE SUMPED 0.05 FEET  
 THE SUMPED ELEVATIONS.

- \* CONDUIT CROSSINGS TO BE PLACED BELOW THE STREET SURFACE.
- \* DRAINABLE INVERT TO BE LOCATED ABOVE TOP OF EFFLUENT STORM PIPE BASH STRUCTURE.
- \* ALL STORM SEWER INSTALLED SHALL HAVE POSITIVE GRADE.
- \* SAW AND SEAL OF BITUMINOUS PAVEMENT (40 FOOT INTERVALS) SHALL BE INSTALLED ON ALL STREETS WITH ASPHALT GRADE. R. SEE DETAIL SHEET 16. SAW AND SEAL IS TO BE USED ON 3RD STREET.
- \* ALL STREETS TO BE CALICULATED PER CITY OF LAKE ELMO DETAIL PLATE 70K.
- \* IF STREET SIGN PLATES ARE TO BE PLACED ON THE BOTTOM OF THE MANHOLE STREET SIGN TO BE PLACED ON BOTTOM.

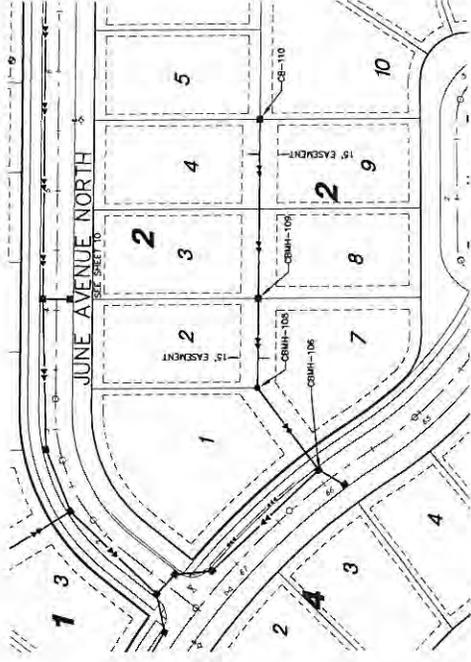
**STORM SEWER NOTES:**

1. ALL STORM SEWER AND ACCESSORIES MUST BE LAKE ELMO STANDARD SPECIFICATIONS AND DETAILS.
2. ALL STORM SEWER SHALL BE CONSTRUCTED TO CONFORM WITH THE REQUIREMENTS OF UNDOT SPEC 2226 (REINFORCED CONCRETE PIPE) FOR THE TYPE, SIZE, AND MANUFACTURE.
3. SECTIONS SHALL CONFORM TO THE REQUIREMENTS OF UNDOT SPEC 2226 (REINFORCED CONCRETE PIPE) FOR THE TYPE, SIZE, AND MANUFACTURE.
4. A 1'-0" TO 1'-4" MANHOLE SECTION SHALL BE INSTALLED UNDER THE CURB SECTION TO ALLOW FOR HEIGHT ADJUSTMENT.
5. JOINTS OF MANHOLE RIBER SECTIONS SHALL BE TONGUE AND GROOVE WITH RUBBER GASKETS.
6. RIP-RAP SHALL BE HAND-PLACED OVER GEOTEXTILE OR AS SPECIFIED HEREIN. UNDOT SPEC. 300, CLASS II.
7. THE GEOTEXTILE FABRIC USED UNDER RIP-RAP SHALL BE 2' WIDE AND SHALL BE PLACED UNDER THE RIP-RAP AT THE END OF THE PROJECT.
8. FINISH AND INSTALL TRASH GUARDS ON ALL FLARED MANHOLES.
9. ALL SECTIONS SHALL BE CLEANED OUT FROM THE RIP-RAP AT THE END OF THE PROJECT.

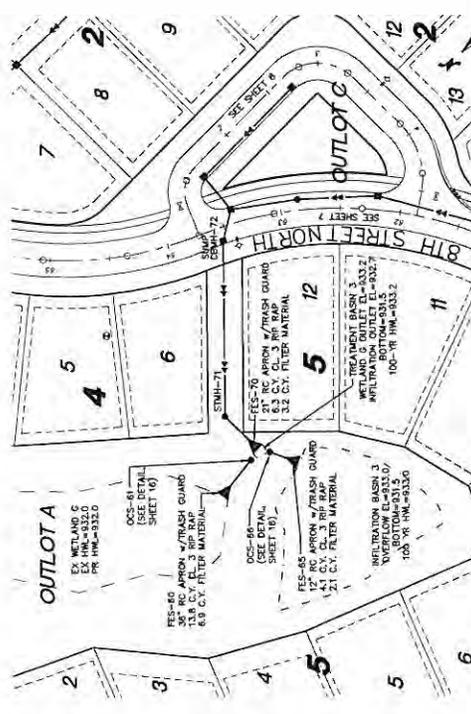
**SEWALK AND TRAIL NOTES:**  
 1. BITUMINOUS TRAILS AND SIDEWALKS MUST BE CONSTRUCTED TO MAINTAIN POSITIVE DRAINAGE AWAY FROM THE PARWAYS THROUGHOUT THE ENTIRE LENGTH OF THE PROJECT.
- 2. ALL TRAILS AND SIDEWALKS SHALL BE COMPLETED TO AVOID DAMAGE TO THE BITUMINOUS TRAILS.
- 3. TRAPPING WATER SHALL BE FLUSH WITH THE PATH EDGE TO AVOID TRAPPING WATER.
- 4. JOINTS, SPACING SHALL NOT BE LESS THAN 3 FT NOR GREATER THAN 12 FT IN ANY DIMENSION. PLACE 1/2" SAND UNDER JOINT FILLER AT 50 FT (MIN) INTERVALS.
- 5. CONCRETE RESTRAINT RAMPS MUST BE CONSTRUCTED AT ALL INTERSECTIONS.

**Hammes Property**  
 Lake Elmo, Minnesota

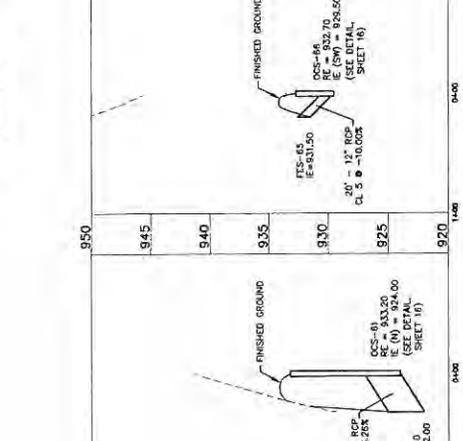
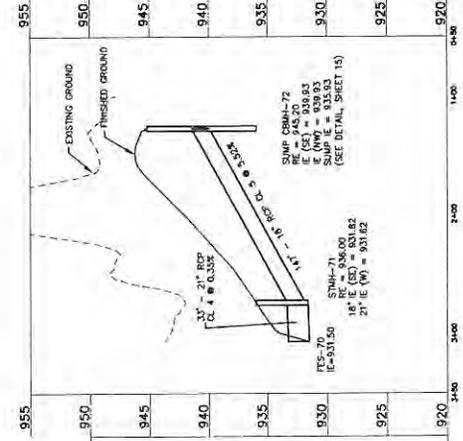
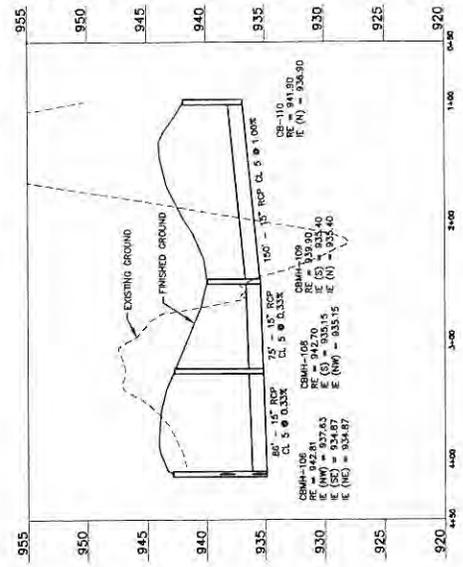
**Ryland Homes**  
 7999 Annapolis Drive  
 Eden Prairie, Minnesota 55344



**Backyards**



**Backyards**



Prepared for:

Client:	DL
Checked:	
Reviewed:	
Approved:	

I hereby certify that the work shown on this plan was prepared by me or under my direct supervision and that I am a duly licensed Professional Engineer in the State of Minnesota.  
 Ryan M. Miller, P.E.  
 Date: 09/07/14 License No. 41257

Westwood Professional Services, Inc.  
 10000 Lyndale Avenue South  
 Minneapolis, MN 55425  
 Phone: 763-833-1100  
 Fax: 763-833-1101  
 Website: www.westwoodps.com





<p>PIPE FOUNDATION DETAILS CITY OF LAKE ELMO</p>	<p>GRANULAR MATERIAL REDDING METHOD CITY OF LAKE ELMO</p>	<p>TYPICAL PRIMARY LAYOUT CITY OF LAKE ELMO</p>	<p>GAT VALVE INSTALLATION CITY OF LAKE ELMO</p>	<p>CONCRETE REACTION BACKING CITY OF LAKE ELMO</p>
<p>WATER SERVICE ON DIP MAN CITY OF LAKE ELMO</p>	<p>WATERMAIN OFFSET CITY OF LAKE ELMO</p>	<p>SANITARY SEWER MANHOLE TYPE 301 CITY OF LAKE ELMO</p>	<p>SANITARY SEWER OUTSIDE DROP CITY OF LAKE ELMO</p>	<p>SANITARY SEWER SERVICE CITY OF LAKE ELMO</p>
<p>CATCH BASIN TYPE 402 CITY OF LAKE ELMO</p>	<p>CATCH BASIN TYPE 404 CITY OF LAKE ELMO</p>	<p>CATCH BASIN/MANHOLE WITH SUMP, TYPE 405 CITY OF LAKE ELMO</p>	<p>CATCH BASIN/MANHOLE, TYPE 409 CITY OF LAKE ELMO</p>	<p>STORM SEWER MANHOLE TYPE 407 CITY OF LAKE ELMO</p>

Latest Revision Date 09/07/14  
 Date 09/27/14 Sheet 14 of 17

**Hammes**  
**Property**  
 Lake Elmo, Minnesota

**Ryland Homes**  
 7509 Aurora Drive  
 Eden Prairie, Minnesota, 5544

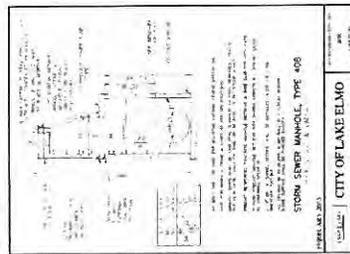
Prepared for:

City of Lake Elmo  
 41257

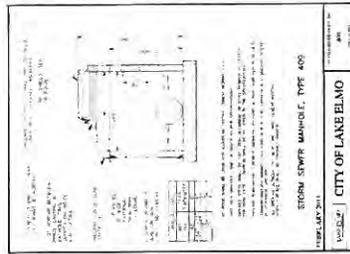
By: Ryan M. Johnson  
 Date: 09/27/14

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 811 or call811.com  
 Common Ground Alliance

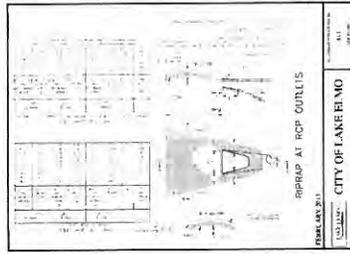




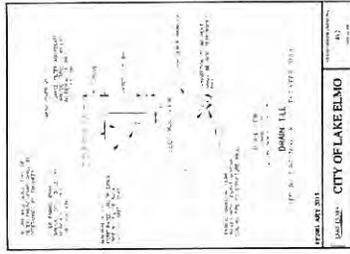
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 12/28/14  
 CITY OF LAKE ELMO



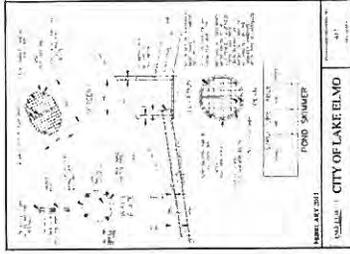
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 CITY OF LAKE ELMO



CONCRETE CURB & GUTTER  
 12/28/14  
 CITY OF LAKE ELMO



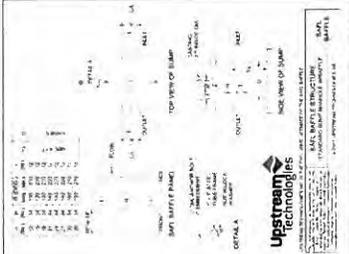
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 12/28/14  
 CITY OF LAKE ELMO



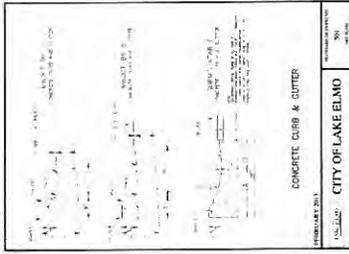
PEDESTRIAN CURB RAMP  
 12/28/14  
 CITY OF LAKE ELMO



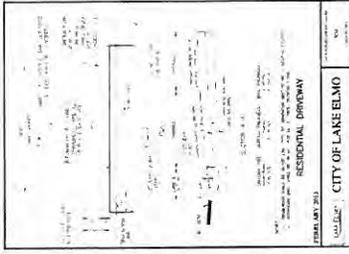
REMOVABLE WARNING SURFACE - MANHOLE BOMBS  
 12/28/14  
 CITY OF LAKE ELMO



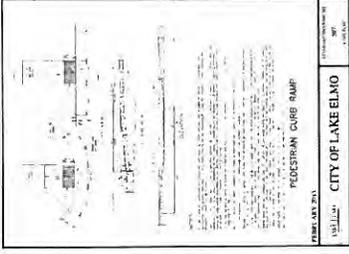
STORM SEWER MANHOLE, TYPE 409  
 12/28/14  
 CITY OF LAKE ELMO



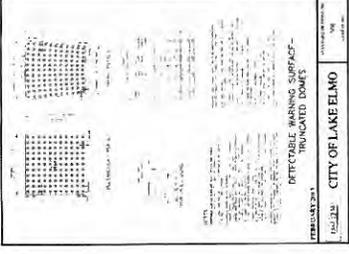
CONCRETE CURB & GUTTER  
 12/28/14  
 CITY OF LAKE ELMO



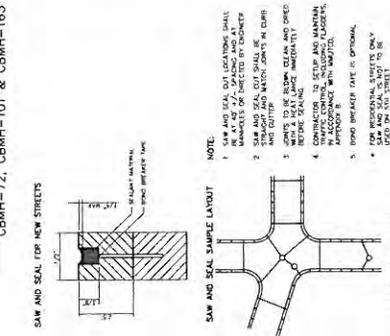
CATCH BASIN PLACEMENT AND CURB & GUTTER TRANSITION AT INTERSECTIONS  
 12/28/14  
 CITY OF LAKE ELMO



PEDESTRIAN CURB RAMP  
 12/28/14  
 CITY OF LAKE ELMO



REMOVABLE WARNING SURFACE - MANHOLE BOMBS  
 12/28/14  
 CITY OF LAKE ELMO



SAW AND SEAL FOR NEW STREETS

- NOTE:
1. SAW AND SEAL LOCATIONS SHALL BE AS SHOWN ON THIS PLAN.
  2. SAW AND SEAL SHALL BE PLACED AT THE JOINTS OF THE CONCRETE CURB AND GUTTER.
  3. JOINTS TO BE SMOOTH, CLEAN AND PROPERLY PREPARED BEFORE SEALING.
  4. CONTRACTOR TO KEEP AND MAINTAIN THE SAW AND SEAL LOCATIONS THROUGHOUT THE PROJECT.
  5. ROAD BREAKER USE IS OPTIONAL.

SAW AND SEAL

SAW AND SEAL SHALL BE TO BE PLACED AT THE JOINTS OF THE CONCRETE CURB AND GUTTER. CONTRACTOR TO KEEP AND MAINTAIN THE SAW AND SEAL LOCATIONS THROUGHOUT THE PROJECT. ROAD BREAKER USE IS OPTIONAL.

Westwood Professional Services, Inc.  
 7500 Anagram Drive  
 Eden Prairie, MN 55344  
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 FAX: 952.412.1001  
 WWW: www.westwood.com

Prepared for:  
 City of Lake Elmo  
 41257

Designed by:  
 Checked by:  
 Drawn by:  
 Project Engineer, License No. 41257

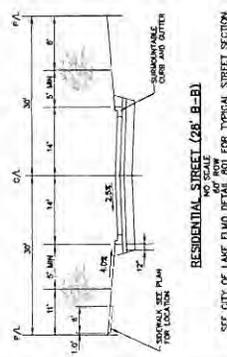
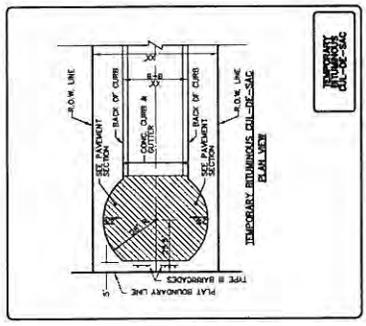
Scale: 48 Hours before display  
 Bill or call 811.com  
 Common Ground Alliance

Ryland Homes  
 7500 Anagram Drive  
 Eden Prairie, Minnesota 55344

Hammes Property  
 Lake Elmo, Minnesota

Details

<p>3/4\"/&gt; <p>CITY OF LAKE ELMO</p> </p>	<p>DITCH CHECK (FRESH HOLE)</p> <p>CITY OF LAKE ELMO</p>	<p>SIDEWALK CONTROL AROUND STORM SEWER INLET</p> <p>CITY OF LAKE ELMO</p>	<p>ROCK CONSTRUCTION ENTRANCE</p> <p>CITY OF LAKE ELMO</p>	<p>SMITHY, WATER &amp; SEWER SERVICE</p> <p>CITY OF LAKE ELMO</p>	<p>TYPICAL SERVICE PROTECTION</p> <p>CITY OF LAKE ELMO</p>	<p>TYPICAL LOCAL RESIDENTIAL STREET SECTION (SHOWN FOR RECORD)</p> <p>CITY OF LAKE ELMO</p>	<p>TYPICAL RIGHT OF WAY LAYOUT</p> <p>CITY OF LAKE ELMO</p>	<p>URBAN STREET UTILITY LOCATION</p> <p>CITY OF LAKE ELMO</p>	<p>POND OUTLET STRUCTURE - 81</p>	<p>POND OUTLET STRUCTURE - 95</p>	<p>POND OUTLET STRUCTURE - 85</p>	<p>POND OUTLET STRUCTURE - 90</p>	<p>POND OUTLET STRUCTURE - 151</p>
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Latest Revision Date: 08/27/14  
 Date: 08/27/14 Sheet: B of D

Prepared for: **Hammer Property**  
 Lake Elmo, Minnesota

Prepared for: **Ryland Homes**  
 7999 Arapago Drive  
 Eden Prairie, Minnesota 55344

Drawn by: [Signature]  
 Checked by: [Signature]  
 Design: [Signature]  
 Survey: [Signature]

Scale: 1/4\"/>

Project No.: 41357

Client: Ryland Homes, Inc.  
 7999 Arapago Drive  
 Eden Prairie, MN 55344  
 Phone: 952.461.1100  
 Fax: 952.461.1101  
 Website: www.rylandhomes.com

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# Construction Plans

for  
**Grading, Drainage & Erosion Control  
 Plans**

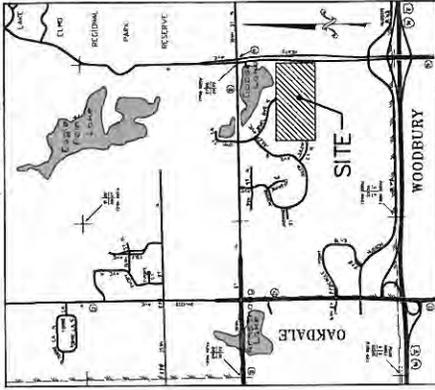
for  
**Hammes Property  
 Lake Elmo, Minnesota**

Prepared for:  
**Ryland Homes  
 7599 Anagram Drive  
 Eden Prairie, Minnesota 55344  
 Contact: Mark Sonstegard  
 Phone: 952-229-6000  
 Fax: 952-229-6024**

Prepared by:  
  
**Westwood**  
 Project number: 0002905.00  
 Contact: Ryan M. Blum

Westwood Professional Services, Inc.  
 6500 Franklin Ave. Suite 200  
 Eden Prairie, MN 55344  
 PHONE: 952-229-6000  
 FAX: 952-229-6024  
 WWW.WESTWOODSVA.COM

Vicinity Map



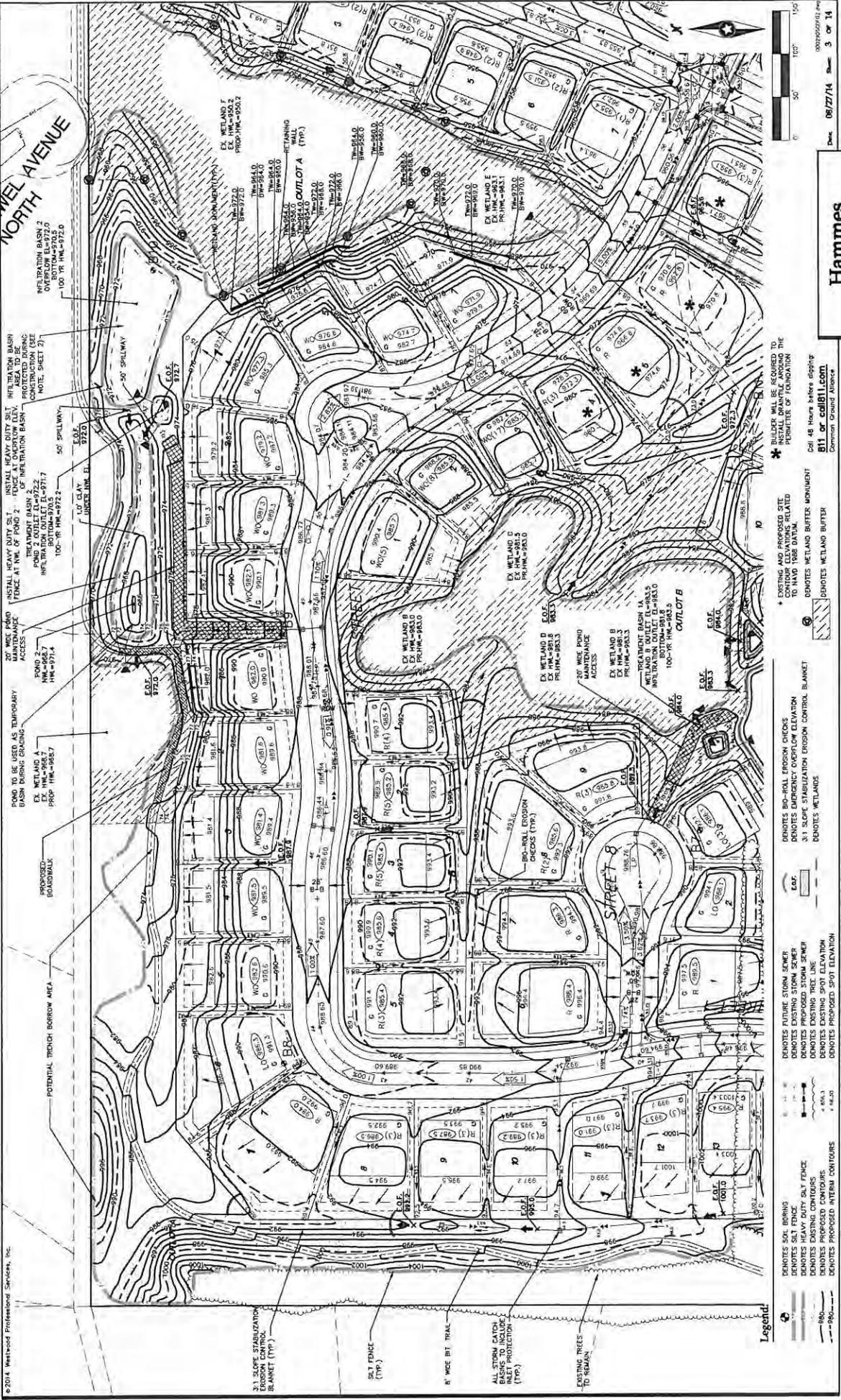
Sheet Number	Sheet Title
1	Cover
2	Overall Grading Plan
3	Grading, Drainage & Erosion Control Plan
4	Grading, Drainage & Erosion Control Plan
5	Grading, Drainage & Erosion Control Plan
6	Grading, Drainage & Erosion Control Plan
7	Wetland Buffer Plan
8	Welland Buffer Plan
9	Details
10	Details
11	Street Profiles
12	Street Profiles
13	Pre-Development Drainage Area Plan
14	Post-Development Drainage Area Plan

NO.	DATE	REVISION	SHEETS

**Construction Plans**  
 for  
**Grading, Drainage & Erosion Control  
 Plans**  
 for  
**Hammes Property  
 Lake Elmo, Minnesota**

Date: 06/27/14 Sheet: 1 of 14





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**NORTH AVENUE**

INSTALL HEAVY DUTY SILT FENCE AT NW CORNER OF INFILTRATION BASIN. CONSTRUCTION PERMITS TO BE USED AS TEMPORARY POND 2 TO BE USED AS TEMPORARY POND DURING GRADING. EX. METLAND A EX. H.M.-985.7 PREP. H.M.-985.7

INFILTRATION BASIN OVERFLOW EL. 972.0 BOTTOM EL. 971.0 100'-R H.M.-972.0

INFILTRATION BASIN OVERFLOW EL. 972.0 BOTTOM EL. 971.0 100'-R H.M.-972.0

INFILTRATION BASIN OVERFLOW EL. 972.0 BOTTOM EL. 971.0 100'-R H.M.-972.0

INFILTRATION BASIN OVERFLOW EL. 972.0 BOTTOM EL. 971.0 100'-R H.M.-972.0

INFILTRATION BASIN OVERFLOW EL. 972.0 BOTTOM EL. 971.0 100'-R H.M.-972.0

INFILTRATION BASIN OVERFLOW EL. 972.0 BOTTOM EL. 971.0 100'-R H.M.-972.0

RETAINING WALL EX. H.M.-950.2 FROM H.M.-950.2

CULVERT A (TYP.) EX. H.M.-954.0 FROM H.M.-954.0

CULVERT B EX. H.M.-983.0 FROM H.M.-983.0

CULVERT C EX. H.M.-983.0 FROM H.M.-983.0

CULVERT D EX. H.M.-983.0 FROM H.M.-983.0

CULVERT E EX. H.M.-983.0 FROM H.M.-983.0

CULVERT F EX. H.M.-983.0 FROM H.M.-983.0

CULVERT G EX. H.M.-983.0 FROM H.M.-983.0

CULVERT H EX. H.M.-983.0 FROM H.M.-983.0

EX. METLAND B EX. H.M.-983.0 FROM H.M.-983.0

EX. METLAND C EX. H.M.-983.0 FROM H.M.-983.0

EX. METLAND D EX. H.M.-983.0 FROM H.M.-983.0

EX. METLAND E EX. H.M.-983.0 FROM H.M.-983.0

EX. METLAND F EX. H.M.-983.0 FROM H.M.-983.0

EX. METLAND G EX. H.M.-983.0 FROM H.M.-983.0

EX. METLAND H EX. H.M.-983.0 FROM H.M.-983.0

EX. METLAND I EX. H.M.-983.0 FROM H.M.-983.0

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EX. METLAND K EX. H.M.-983.0 FROM H.M.-983.0

EX. METLAND L EX. H.M.-983.0 FROM H.M.-983.0

EX. METLAND M EX. H.M.-983.0 FROM H.M.-983.0

EX. METLAND N EX. H.M.-983.0 FROM H.M.-983.0

EX. METLAND O EX. H.M.-983.0 FROM H.M.-983.0

EX. METLAND P EX. H.M.-983.0 FROM H.M.-983.0

EX. METLAND Q EX. H.M.-983.0 FROM H.M.-983.0

EX. METLAND R EX. H.M.-983.0 FROM H.M.-983.0

EX. METLAND S EX. H.M.-983.0 FROM H.M.-983.0

EX. METLAND T EX. H.M.-983.0 FROM H.M.-983.0

EX. METLAND U EX. H.M.-983.0 FROM H.M.-983.0

EX. METLAND V EX. H.M.-983.0 FROM H.M.-983.0

EX. METLAND W EX. H.M.-983.0 FROM H.M.-983.0

EX. METLAND X EX. H.M.-983.0 FROM H.M.-983.0

EX. METLAND Y EX. H.M.-983.0 FROM H.M.-983.0

EX. METLAND Z EX. H.M.-983.0 FROM H.M.-983.0

EX. METLAND AA EX. H.M.-983.0 FROM H.M.-983.0

EX. METLAND AB EX. H.M.-983.0 FROM H.M.-983.0

EX. METLAND AC EX. H.M.-983.0 FROM H.M.-983.0

EX. METLAND AD EX. H.M.-983.0 FROM H.M.-983.0

EX. METLAND AE EX. H.M.-983.0 FROM H.M.-983.0

EX. METLAND AF EX. H.M.-983.0 FROM H.M.-983.0

EX. METLAND AG EX. H.M.-983.0 FROM H.M.-983.0

EX. METLAND AH EX. H.M.-983.0 FROM H.M.-983.0

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EX. METLAND AJ EX. H.M.-983.0 FROM H.M.-983.0

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EX. METLAND AQ EX. H.M.-983.0 FROM H.M.-983.0

EX. METLAND AR EX. H.M.-983.0 FROM H.M.-983.0

EX. METLAND AS EX. H.M.-983.0 FROM H.M.-983.0

EX. METLAND AT EX. H.M.-983.0 FROM H.M.-983.0

EX. METLAND AU EX. H.M.-983.0 FROM H.M.-983.0

EX. METLAND AV EX. H.M.-983.0 FROM H.M.-983.0

EX. METLAND AW EX. H.M.-983.0 FROM H.M.-983.0

EX. METLAND AX EX. H.M.-983.0 FROM H.M.-983.0

EX. METLAND AY EX. H.M.-983.0 FROM H.M.-983.0

EX. METLAND AZ EX. H.M.-983.0 FROM H.M.-983.0

EX. METLAND BA EX. H.M.-983.0 FROM H.M.-983.0

EX. METLAND BB EX. H.M.-983.0 FROM H.M.-983.0

EX. METLAND BC EX. H.M.-983.0 FROM H.M.-983.0

Map Scale: 1" = 50'

Date: 08/27/14 Sheet: 5 of 14

**Hammes Property**  
Lark Elm, Minnesota

**Ryland Homes**  
7200 Anderson Drive  
Eden Prairie, Minnesota 55434

Prepared for:  
Client: \_\_\_\_\_  
Checked: \_\_\_\_\_  
Drawn: \_\_\_\_\_  
Project: \_\_\_\_\_  
Project Manager: \_\_\_\_\_

Legend:  
 - DENOTES SOIL BOUNDS  
 - DENOTES HEAVY DUTY SILT FENCE  
 - DENOTES EXISTING CONTOURS  
 - DENOTES PROPOSED CONTOURS  
 - DENOTES PROPOSED SPOT ELEVATION

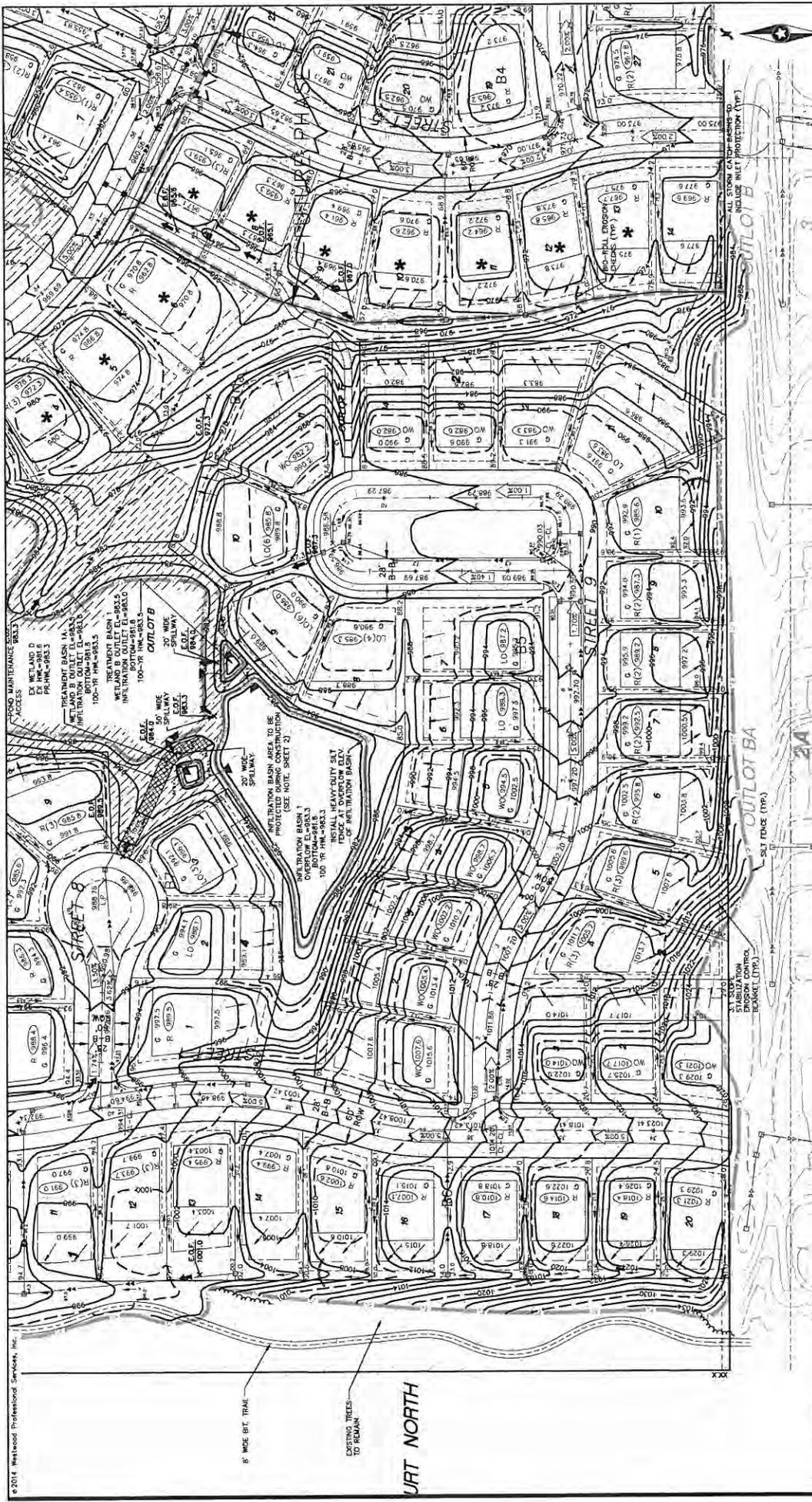
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 - DENOTES FUTURE STORM SEWER  
 - DENOTES PROPOSED STORM SEWER  
 - DENOTES EXISTING SPOT ELEVATION  
 - DENOTES PROPOSED SPOT ELEVATION

Legend:  
 - DENOTES BIO-HILL EROSION CHECKS  
 - DENOTES EMERGENCY OVERFLOW ELEVATION  
 - DENOTES METLAND BUFFER MONUMENT  
 - DENOTES METLAND

Legend:  
 - DENOTES 20' WIDE POND ACCESS  
 - DENOTES 20' WIDE POND ACCESS  
 - DENOTES 20' WIDE POND ACCESS

Legend:  
 - DENOTES 20' WIDE POND ACCESS  
 - DENOTES 20' WIDE POND ACCESS  
 - DENOTES 20' WIDE POND ACCESS

Legend:  
 - DENOTES 20' WIDE POND ACCESS  
 - DENOTES 20' WIDE POND ACCESS  
 - DENOTES 20' WIDE POND ACCESS



Date: 08/27/14 Sheet: 4 of 14  
 08/27/2014 10:00 AM

**Hammes Property**  
 Lake Elm, Minnesota

**Ryland Homes**  
 7999 Augsburg Drive  
 Eden Prairie, Minnesota 55344

\* BUILDER WILL BE REQUIRED TO INSTALL BRANBLE AROUND THE PERIMETER OF FOUNDATION

\* CONSULT ALL PROFESSIONALS SEE TO HAVE TREE DATUM.  
 DENOTES WETLAND BUFFER MONUMENT  
 DENOTES WETLAND BUFFER

\* DENOTES FUTURE STORM SEWER  
 \* DENOTES PROPOSED STORM SEWER  
 \* DENOTES EXISTING TREE LINE  
 \* DENOTES EXISTING SPOT ELEVATION  
 \* DENOTES PROPOSED SPOT ELEVATION

\* DENOTES SOIL BORING  
 \* DENOTES HEAVY DUTY SILT FENCE  
 \* DENOTES EXISTING CONTOURS  
 \* DENOTES PROPOSED CONTOURS  
 \* DENOTES PROPOSED INTERIM CONTOURS

\* DENOTES BIG-ROLL EROSION CHECKS  
 \* DENOTES 3:1 SLOPE STABILIZATION EROSION CONTROL BLANKET  
 \* DENOTES WETLANDS

Prepared for:  
 Client: Hammes Property  
 Project: Ryland Homes  
 Drawn: Ryan  
 Checked: Ryan  
 Date: 08/27/14

Legend:  
 DENOTES SOIL BORING  
 DENOTES HEAVY DUTY SILT FENCE  
 DENOTES EXISTING CONTOURS  
 DENOTES PROPOSED CONTOURS  
 DENOTES PROPOSED INTERIM CONTOURS

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6' WIDE BIT TRAIL

EXISTING TREES TO REMAIN

**URT NORTH**

STABILIZATION BENCH (N.P.)

SILT FENCE (N.P.)

LOT 10

LOT 11

LOT 12

LOT 13

LOT 14

LOT 15

LOT 16

LOT 17

LOT 18

LOT 19

LOT 20

LOT 21

LOT 22

LOT 23

LOT 24

LOT 25

LOT 26

LOT 27

LOT 28

LOT 29

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LOT 60

LOT 61

LOT 62

LOT 63

LOT 64

LOT 65

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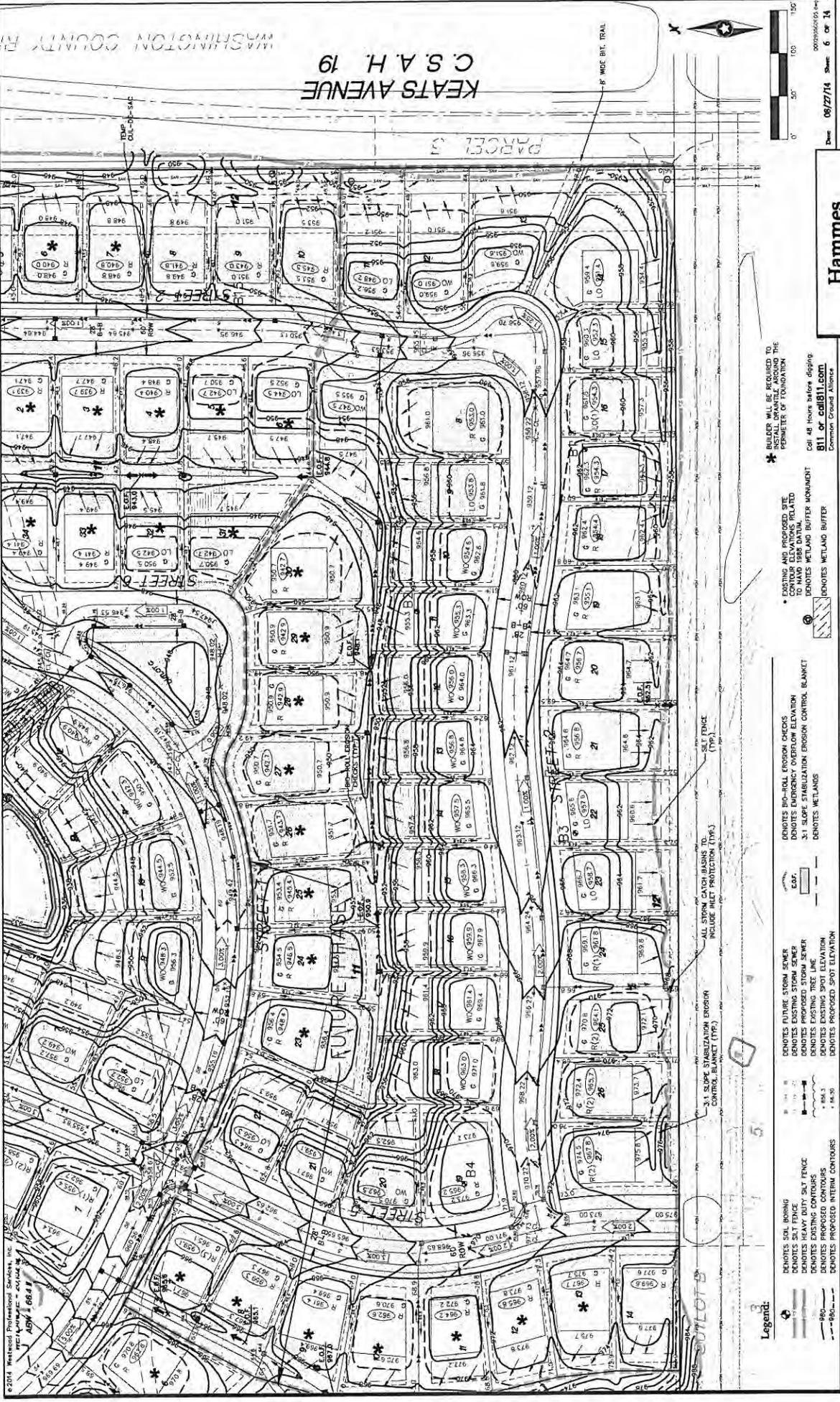
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WASHINGTON COUNTY, MN

KEATS AVENUE  
C.S.A.H. 19

PARCEL 3

8' WIDE BIT. TRAIL



Sheet 6 of 14  
Date 08/27/14

**Hammes Property**  
Lake Elmo, Minnesota

**Ryland Homes**  
799 Annapolis Drive  
Eden Prairie, Minnesota 55444

\* BLINDER WILL BE REQUIRED TO INSTALL DRAINAGE AROUND THE PERIMETER OF FOUNDATION  
Call 48 Hours before digging  
811 or call811.com  
Common Ground Alliance

\* EXISTING AND PROPOSED SITE TO HAVE 1988 DATUM  
DENOTES WETLAND BUFFER MONUMENT  
DENOTES WETLAND BUFFER  
DENOTES WETLAND

DENOTES BIO-ROLL EROSION CHECKS  
DENOTES EMERGENCY OVERFLOW ELEVATION  
3:1 SLOPE STABILIZATION EROSION CONTROL BLANKET  
DENOTES WETLANDS

ALL STORM CATCH BASINS TO INCLUDE 1% PARTICULATE TRAP  
3:1 SLOPE STABILIZATION EROSION CONTROL BLANKET (1%)  
3:1 SLOPE STABILIZATION EROSION CONTROL BLANKET (1%)

DENOTES FUTURE STORM SEWER  
DENOTES EXISTING STORM SEWER  
DENOTES EXISTING STORM SEWER  
DENOTES EXISTING TREE LINE  
DENOTES EXISTING SPOT ELEVATION  
DENOTES PROPOSED SPOT ELEVATION

DENOTES SOIL BORING  
DENOTES BIT FENCE  
DENOTES BIT FENCE  
DENOTES EXISTING CONTOURS  
DENOTES PROPOSED CONTOURS  
DENOTES PROPOSED INTERIM CONTOURS

Legend:

Prepared for:

Client:	CEL
Drawn:	SKM
Checked:	SKM
Project:	Hamlet, Eden Prairie, Minnesota

Project No.:	
Sheet No.:	
Date:	08/27/14
License No.:	01287

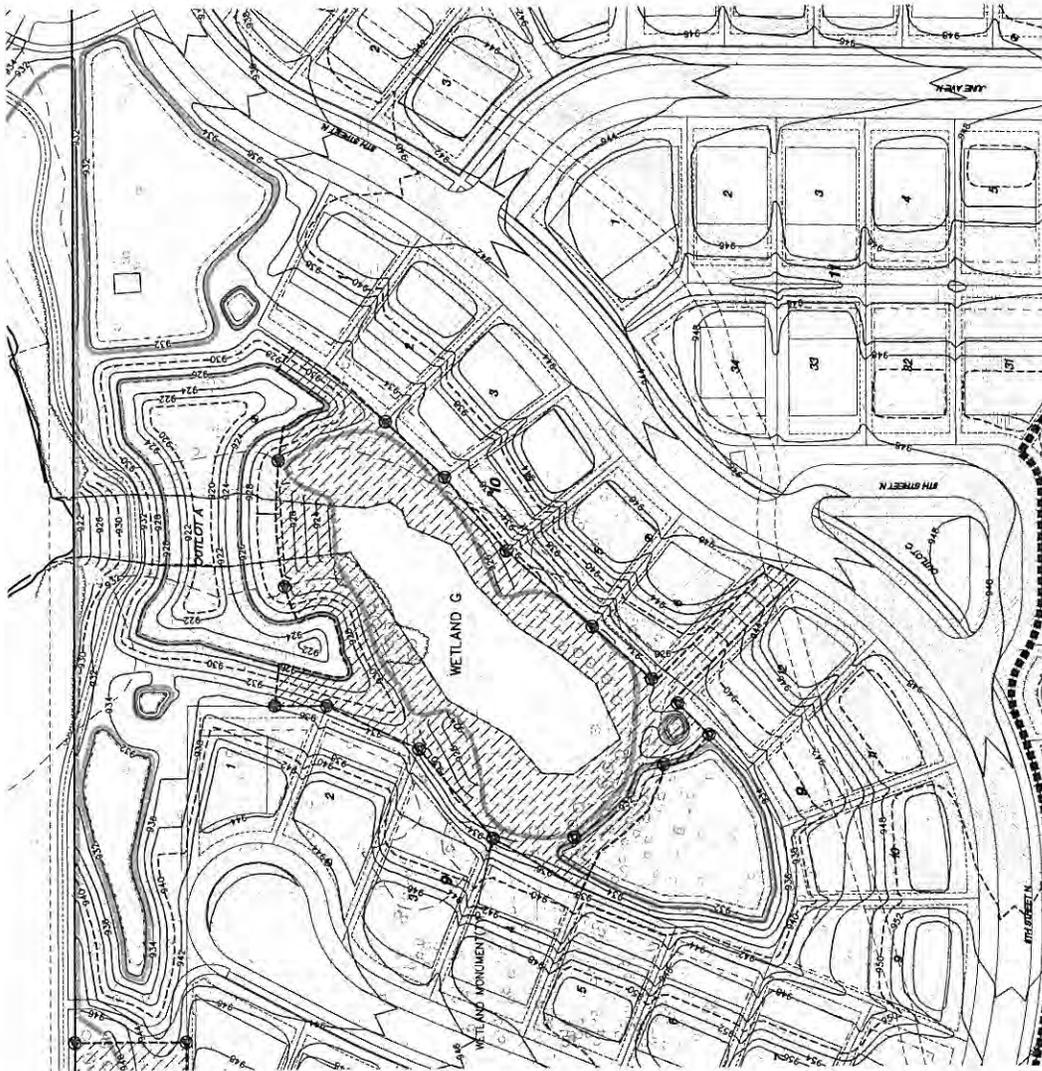
I hereby certify that the work shown on this plan was done by me or under my direct supervision and that I am a duly Licensed Professional Engineer in the State of Minnesota.  
Ryland Homes  
Date: 08/27/14 License No. 01287

Westwood  
10000 Hennepin Avenue, Suite 100  
Eden Prairie, MN 55424  
Tel: 952.944.1100  
www.westwoodmn.com



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**811** or **call811.com**  
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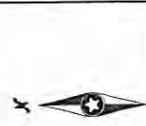
© 2014 Wetland Professional Services, Inc.



- LEGEND:**
- DENOTES SOIL BORING
  - DENOTES SILT FENCE
  - DENOTES HEAVY DUTY SILT FENCE
  - DENOTES EXISTING CONTOURS
  - DENOTES PROPOSED CONTOURS
  - DENOTES EXISTING STORM SEWER
  - DENOTES PROPOSED STORM SEWER
  - DENOTES EXISTING TREE LINE
  - DENOTES APPROXIMATE TREE REMOVAL LIMITS
  - DENOTES EXISTING SPOT ELEVATION
  - DENOTES PROPOSED SPOT ELEVATION
  - DENOTES BIC-ROLL EROSION CHECKS
  - DENOTES EMERGENCY OVERTFLOW ELEVATION
  - ▨ DENOTES WETLAND BUFFER AREA
  - ⊙ DENOTES WETLAND BUFFER MONUMENT

\* EXISTING AND PROPOSED SITE INFORMATION IS RELATED TO NAVD 1988 DATUM

Wetland	Proposed Buffer	Average Buffer Width
G	56,613 SF	83.9 LF



Date: 08/27/14 Sheet: 8 OF 14

**Hammes Property**  
 Lake Bluff, Minnesota

**Ryland Homes**  
 7999 Aurora Drive  
 Eden Prairie, Minnesota 55424

Prepared for:

Prepared by:	DL
Checked:	DL
Drawn:	DL
Revised Drawing by/when:	

A survey was made for this plan and the same is the basis for the wetland delineation. The wetland delineation was made on the basis of field observations.  
 Ryan J. Williams  
 Date: 08/27/14 License No.: 61257

Wetland Professional Services, Inc.  
 2000 Prairie Ave. Suite 200  
 Eden Prairie, MN 55424  
 Phone: 952-947-0404  
 Fax: 952-947-0404  
 Website: www.wetlandpro.com



Westwood

STANDARD PLAN NOTES  
 CITY OF LAKE ELMO

CONCRETE CURB & GUTTER  
 CITY OF LAKE ELMO

CONCRETE SIDEWALK  
 CITY OF LAKE ELMO

STANDARD PLAN NOTES  
 CITY OF LAKE ELMO

5:1 FENCE  
 CITY OF LAKE ELMO

DITCH CHECK (7:1:1 ROLL)  
 CITY OF LAKE ELMO

SEWAGE CONTROL AROUND STORM SEWER INLET  
 CITY OF LAKE ELMO

INLET CONNECTIONS (SEE ENTRANCE)  
 CITY OF LAKE ELMO

TYPICAL LOCAL RESIDENTIAL SHRED SECTION  
 CITY OF LAKE ELMO

TYPICAL HIGHWAY WAY LAYOUT  
 CITY OF LAKE ELMO

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 Common Ground Alliance

Westwood Professional Services, Inc.  
 7999 Arroyo Drive  
 Eden Prairie, MN 55424  
 PHONE: 952.461.1100  
 FAX: 952.461.1101  
 www.westwoodpro.com

I have made the plans and drawings and certify that they conform to the requirements of the City of Lake Elmo.  
 Ryan M. Schmitt  
 Date: 08/27/14 License No. 41257

Prepared for:  
 Ryland Homes  
 7999 Arroyo Drive  
 Eden Prairie, Minnesota 55424

Prepared for:

**Ryland Homes**  
 7999 Arroyo Drive  
 Eden Prairie, Minnesota 55424

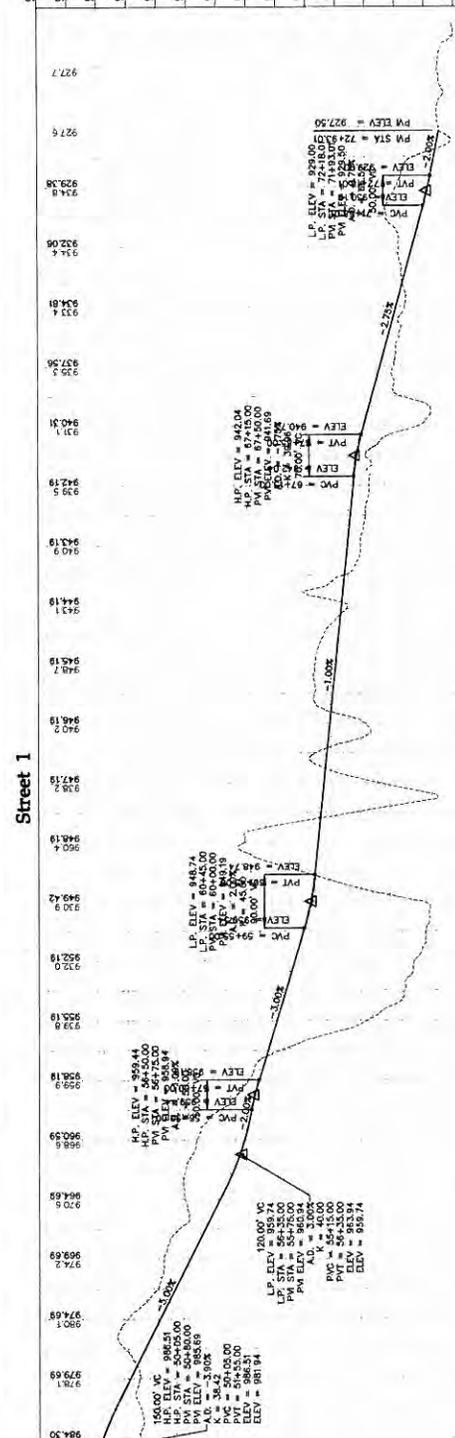
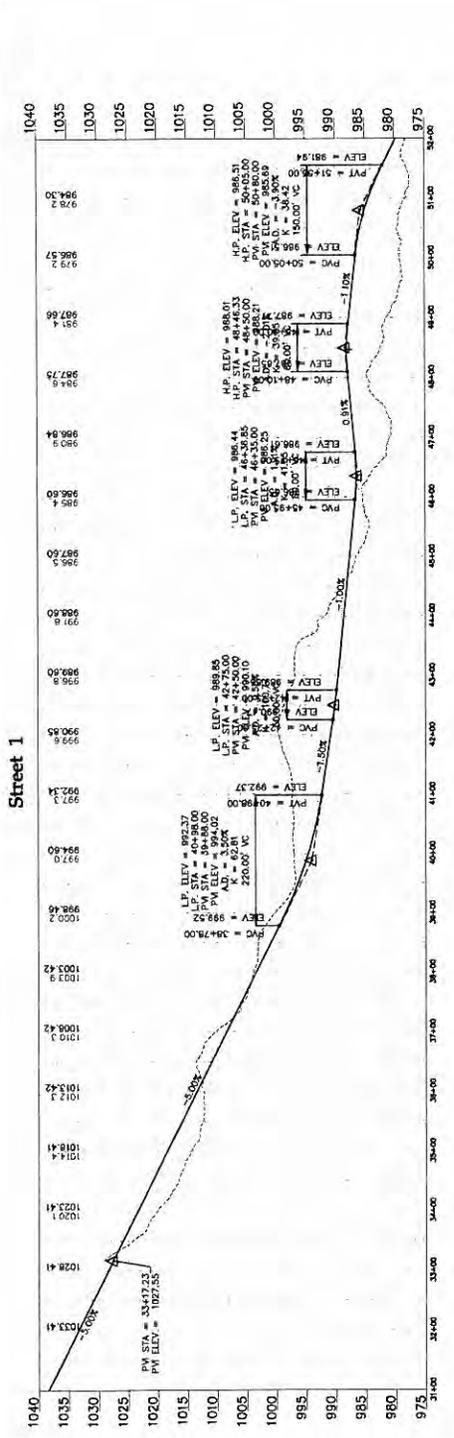
**Hammes Property**  
 Lake Elmo, Minnesota

Details

Latest Revision Date: 08/27/14  
 Date: 08/27/14 Sheet: 9 of 14







**Hammes Property**  
 Lake Elmo, Minnesota

**Ryland Homes**  
 7200 Abbotts Drive  
 Eden Prairie, Minnesota 55344

Prepared for:

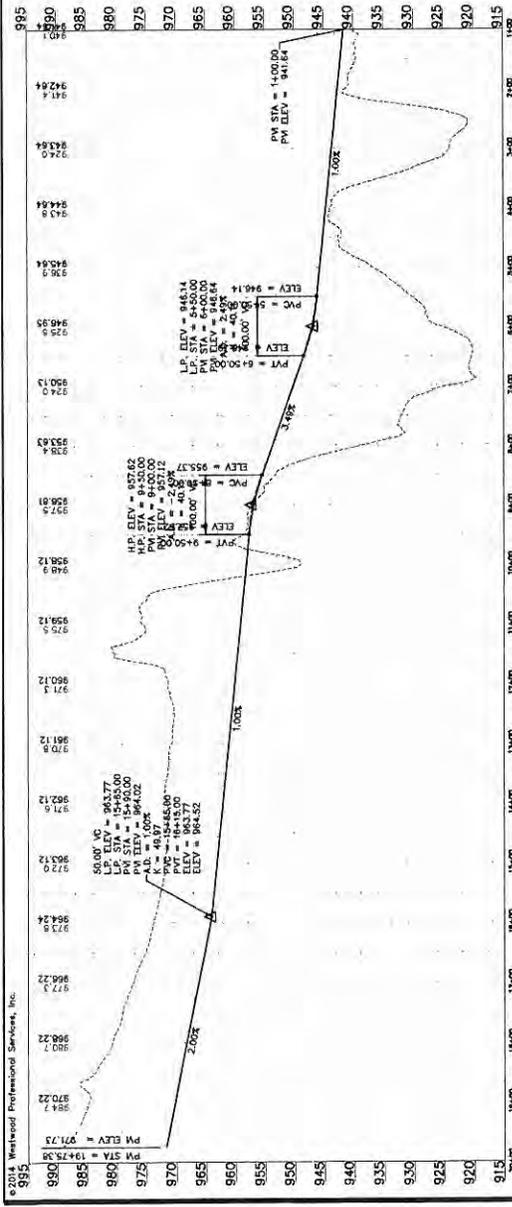
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Checked:	MM
Drawn:	MM
Revised (Date, Initials):	

Revisions:

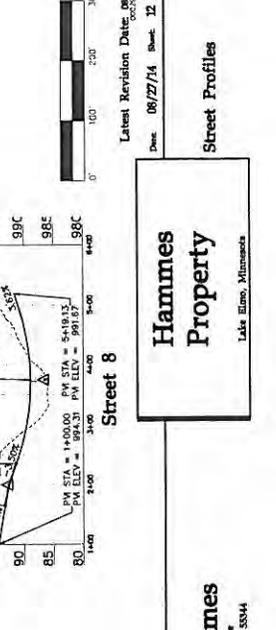
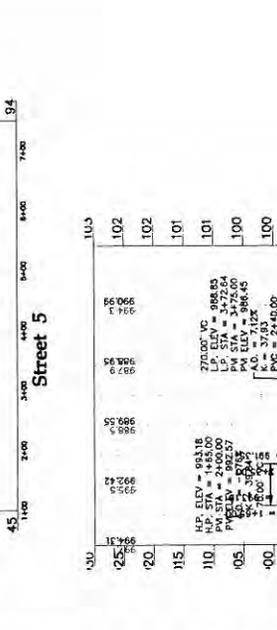
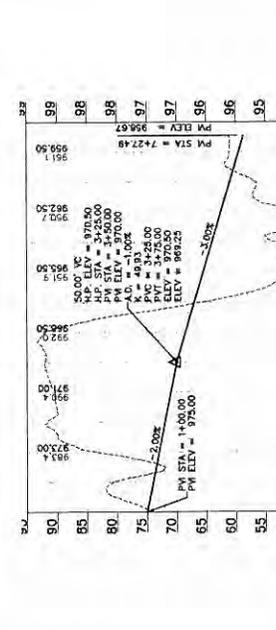
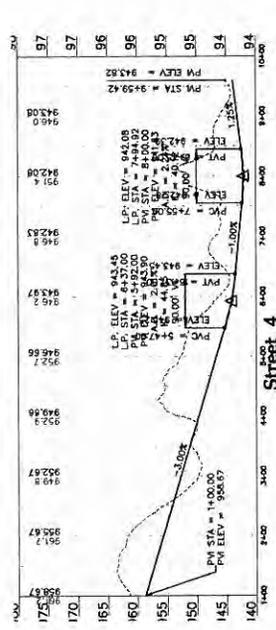
Drawn by:	MM
Checked by:	MM
Project No.:	41257
Date:	08/27/14
License No.:	41257

Whitewood Professional Services, Inc.  
 10000 Grand Avenue, Suite 200  
 Eden Prairie, MN 55344  
 Phone: 952-941-2000  
 Fax: 952-941-2001  
 Website: whitewood.com





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Latest Revision Date: 08/27/14  
 Sheet 12 of 14

**Hammes Property**  
 Lake Elmo, Minnesota

**Ryland Homes**  
 7999 Anagram Drive  
 Eden Prairie, Minnesota 55344

Prepared for:

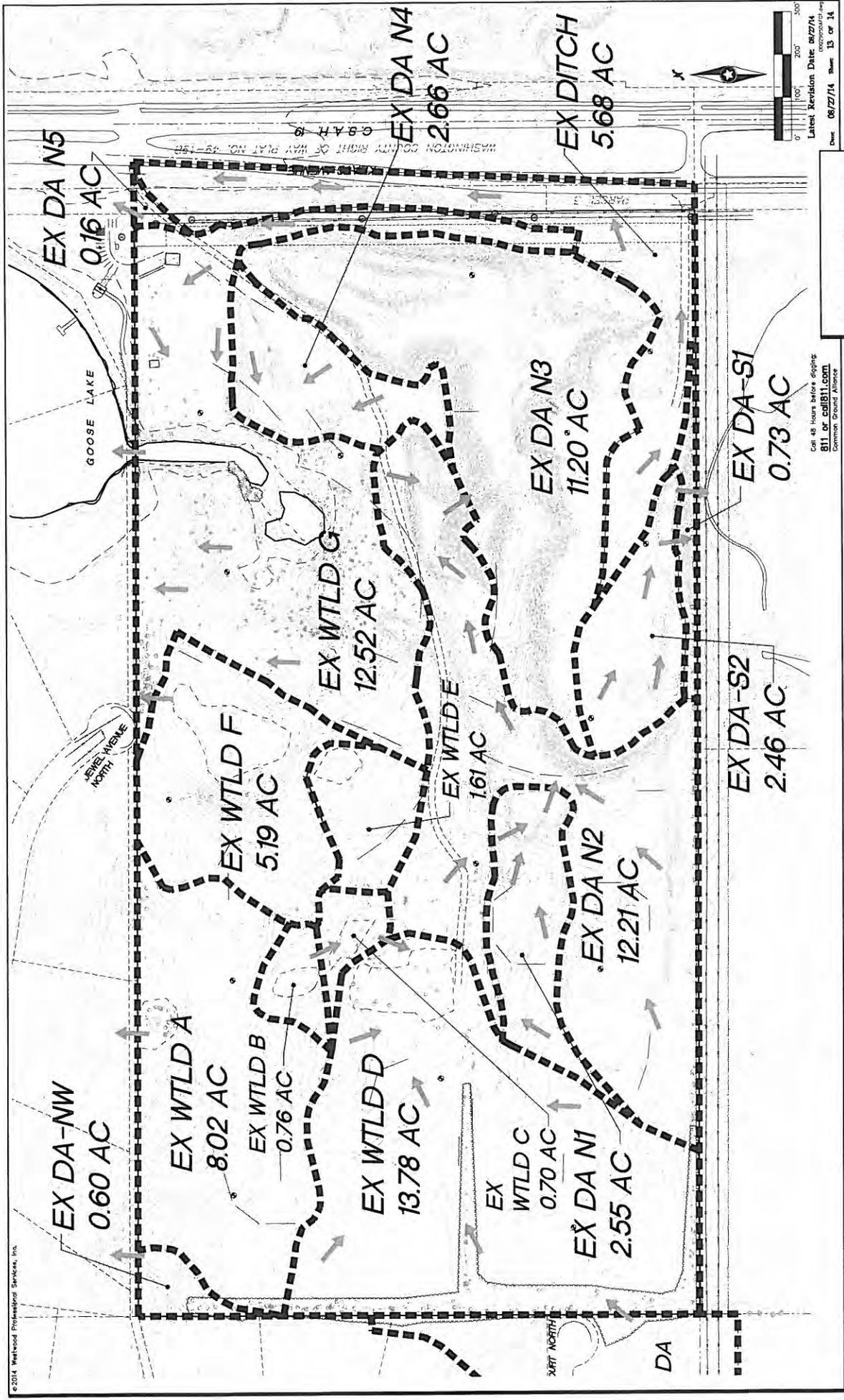
Client	Hamme
Drawn	David
Checked	David
Reviewed	David

Revisions:

No.	Description

Westcoast Professional Services, Inc.  
 655  
 15111 13th Ave S  
 Eden Prairie, MN 55344  
 Phone: 952-937-8888  
 Fax: 952-937-8889  
 Toll Free: 1-888-817-1114  
 www.westcoastps.com





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Washington County Right of Way Plat No. 49-158  
 G.S.A.H. 8  
 0 100' 200' 300'

Latest Revision Date 08/27/14  
 Date 08/27/14 Sheet 13 of 14

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 Common Ground Alliance

**Ryland Homes**  
 7999 Arapahoe Drive  
 Eden Prairie, Minnesota 55344

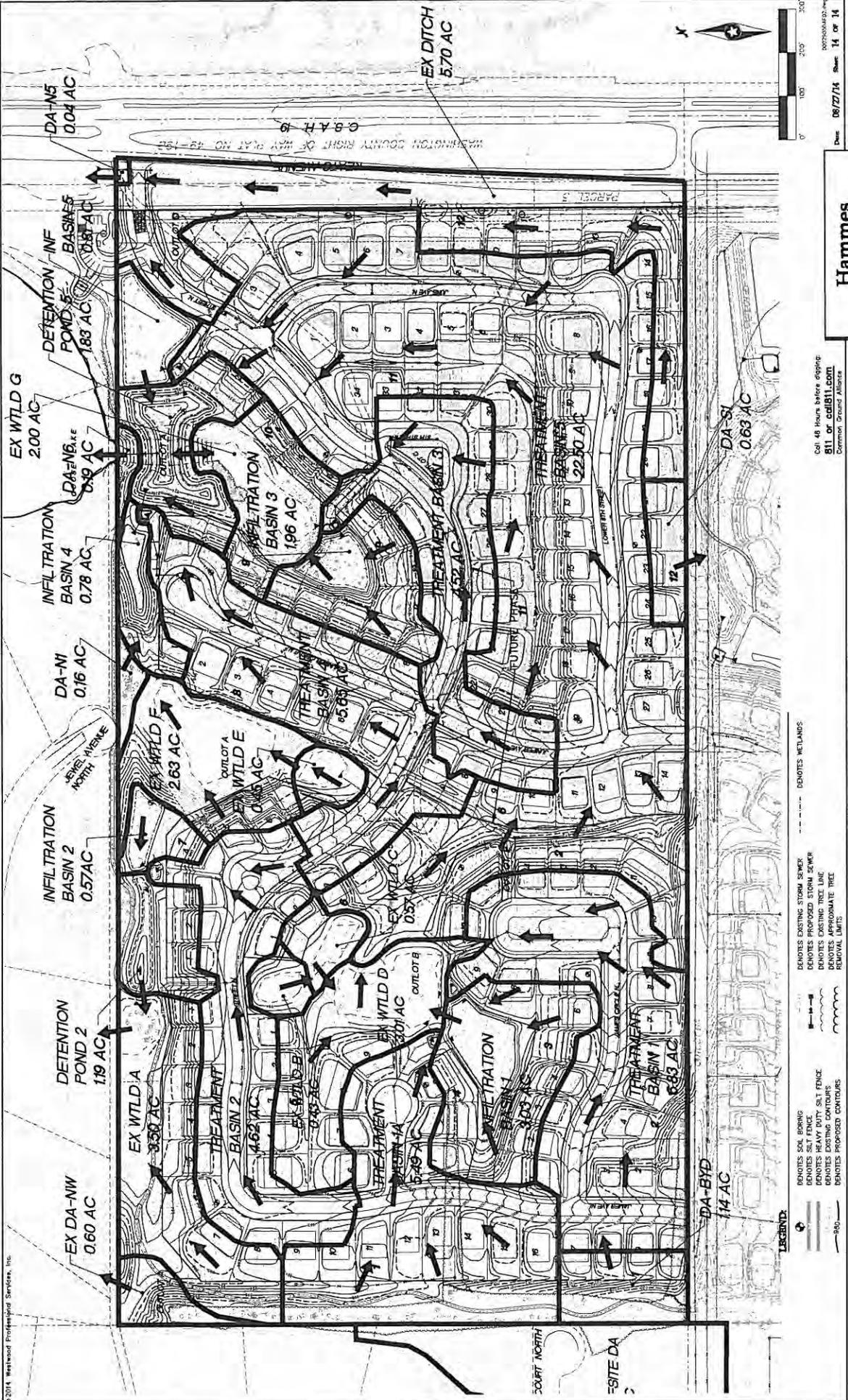
**Hammes Property**  
 Lake Elmo, Minnesota

Prepared for:	Client:	Scale:

I hereby certify that the information on this plan was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer in the State of Minnesota.  
 Ryan J. Gillman  
 Date: 08/27/14 License No. 41257

Westwood Professional Services, Inc.  
 10000 Lyndale Avenue South  
 Minneapolis, MN 55425  
 Phone: 612-341-1344  
 Fax: 612-341-1345  
 Website: www.westwoodpro.com





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WASHINGTON COUNTY RIGHT OF WAY PLAT NO. 49-182

PARCEL 3

EX DITCH 570 AC

DA-N5 0.04 AC

INFILTRATION BASIN 5 1.88 AC

DETENTION POND 5 1.88 AC

EX WILD G 2.00 AC

DA-N6.a.c 0.59 AC

INFILTRATION BASIN 4 0.78 AC

INFILTRATION BASIN 3 1.96 AC

TREATMENT BASIN 3 2.50 AC

EX WILD F 2.63 AC

INFILTRATION BASIN 2 0.57 AC

DA-N1 0.16 AC

EX WILD E 0.16 AC

TREATMENT BASIN 4 0.56 AC

EX WILD D 2.01 AC

INFILTRATION BASIN 1 3.03 AC

DETENTION POND 2 1.19 AC

EX WILD A 3.50 AC

TREATMENT BASIN 2 4.62 AC

EX WILD C 0.57 AC

TREATMENT BASIN 1 0.83 AC

DA-BYD 1.14 AC

DA-S1 0.63 AC

LEGEND

- ⊕ DENOTES SOIL BORING
- DENOTES SALT FENCE
- DENOTES HEAVY DUTY SALT FENCE
- DENOTES EXISTING CONTOURS
- DENOTES PROPOSED CONTOURS
- DENOTES EXISTING STORM SEWER
- DENOTES PROPOSED STORM SEWER
- DENOTES EXISTING TRICE LINE
- DENOTES APPROXIMATE TREE REMOVAL LIMITS
- DENOTES WETLANDS

Scale: 0' 100' 200' 300'

North Arrow

DATE: 08/27/14 SHEET: 14 OF 14

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 811 or call811.com  
 Common Ground Alliance

**Ryland Homes**  
 7990 Alhambra Drive  
 Eden Prairie, Minnesota 55344

Prepared for:

Checked:	CEJ
Drawn:	JKM
Revised:	PTP
Revised:	Revised: Drawing, Titleblock

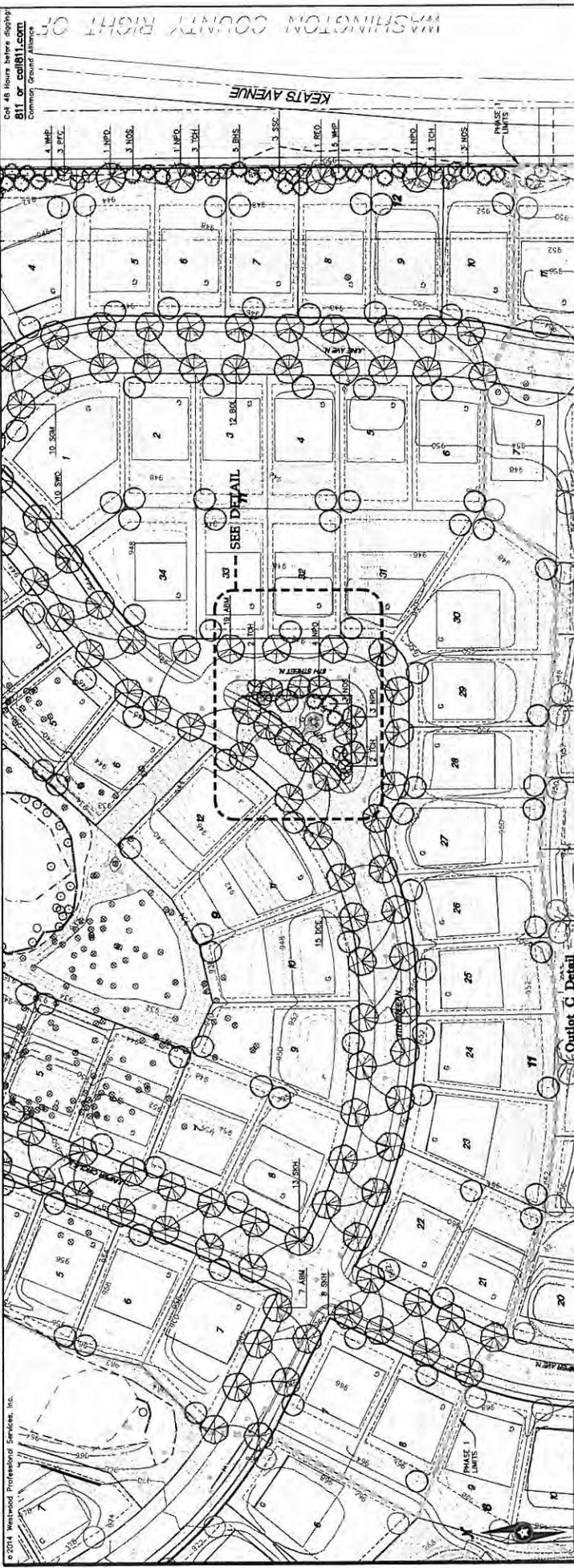
Project Name:   
 Project No:   
 License No:   
 Date: 08/27/14 License No: 01237

Westwood Professional Services, Inc.  
 1400 Westwood Drive  
 Eden Prairie, MN 55344  
 FAX: 952-941-5000  
 TEL: 952-941-5000  
 www.westwoodpro.com

**Hammes Property**  
 Lake Elmo, Minnesota

**Post-Development Drainage Area Plan**





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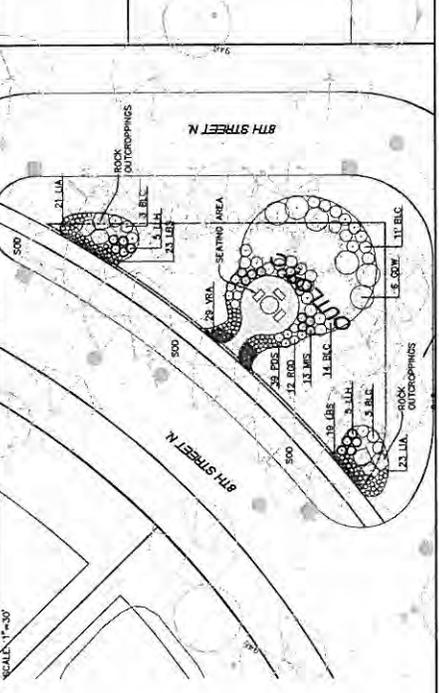
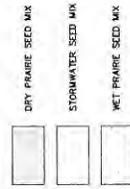
WASHINGTON COUNTY RIGHT OF WAY

KEATS AVENUE

**Outlot C Final Plant Schedule**

CODE	CITY	COMMON/BOTANICAL NAME	SIZE	SPACING (IC)
01	01	Grass (Turfgrass) / Common meadow	12' DIA	9'-0" O.C.
02	02	Black Chokeberry / Black chokeberry	12' DIA	9'-0" O.C.
03	03	Blueberry / Blueberry	12' DIA	9'-0" O.C.
04	04	Blackberry / Blackberry	12' DIA	9'-0" O.C.
05	05	Blackberry / Blackberry	12' DIA	9'-0" O.C.
06	06	Blackberry / Blackberry	12' DIA	9'-0" O.C.
07	07	Blackberry / Blackberry	12' DIA	9'-0" O.C.
08	08	Blackberry / Blackberry	12' DIA	9'-0" O.C.
09	09	Blackberry / Blackberry	12' DIA	9'-0" O.C.
10	10	Blackberry / Blackberry	12' DIA	9'-0" O.C.
11	11	Blackberry / Blackberry	12' DIA	9'-0" O.C.
12	12	Blackberry / Blackberry	12' DIA	9'-0" O.C.
13	13	Blackberry / Blackberry	12' DIA	9'-0" O.C.
14	14	Blackberry / Blackberry	12' DIA	9'-0" O.C.
15	15	Blackberry / Blackberry	12' DIA	9'-0" O.C.
16	16	Blackberry / Blackberry	12' DIA	9'-0" O.C.
17	17	Blackberry / Blackberry	12' DIA	9'-0" O.C.
18	18	Blackberry / Blackberry	12' DIA	9'-0" O.C.
19	19	Blackberry / Blackberry	12' DIA	9'-0" O.C.
20	20	Blackberry / Blackberry	12' DIA	9'-0" O.C.
21	21	Blackberry / Blackberry	12' DIA	9'-0" O.C.
22	22	Blackberry / Blackberry	12' DIA	9'-0" O.C.
23	23	Blackberry / Blackberry	12' DIA	9'-0" O.C.
24	24	Blackberry / Blackberry	12' DIA	9'-0" O.C.
25	25	Blackberry / Blackberry	12' DIA	9'-0" O.C.
26	26	Blackberry / Blackberry	12' DIA	9'-0" O.C.
27	27	Blackberry / Blackberry	12' DIA	9'-0" O.C.
28	28	Blackberry / Blackberry	12' DIA	9'-0" O.C.
29	29	Blackberry / Blackberry	12' DIA	9'-0" O.C.
30	30	Blackberry / Blackberry	12' DIA	9'-0" O.C.
31	31	Blackberry / Blackberry	12' DIA	9'-0" O.C.
32	32	Blackberry / Blackberry	12' DIA	9'-0" O.C.
33	33	Blackberry / Blackberry	12' DIA	9'-0" O.C.
34	34	Blackberry / Blackberry	12' DIA	9'-0" O.C.
35	35	Blackberry / Blackberry	12' DIA	9'-0" O.C.
36	36	Blackberry / Blackberry	12' DIA	9'-0" O.C.
37	37	Blackberry / Blackberry	12' DIA	9'-0" O.C.

NOTES: \* QUANTITIES PLANTED ARE LIST QUANTITIES IN THE EVENT OF A DISCREPANCY. STREET TREE LOCATIONS AND SPACING ARE SUBJECT TO CHANGE BASED ON CONSTRUCTED DRIVEWAY AND UTILITY LOCATIONS.



CITY OF LAKE MINNAPOLIS 1000 W. WASHINGTON AVENUE LAKE MINNAPOLIS, MN 55425 TEL: (763) 443-2000 FAX: (763) 443-2000 WWW.CITYOFMINNAPOLIS.COM	CITY OF LAKE MINNAPOLIS 1000 W. WASHINGTON AVENUE LAKE MINNAPOLIS, MN 55425 TEL: (763) 443-2000 FAX: (763) 443-2000 WWW.CITYOFMINNAPOLIS.COM
---	---

Date: 09/27/14 Sheet: 2 of 4

**Hammes Property**  
 Lake Elmo, Minnesota

**Ryland Homes**  
 7999 Arapogon Drive  
 Eden Prairie, Minnesota 55344

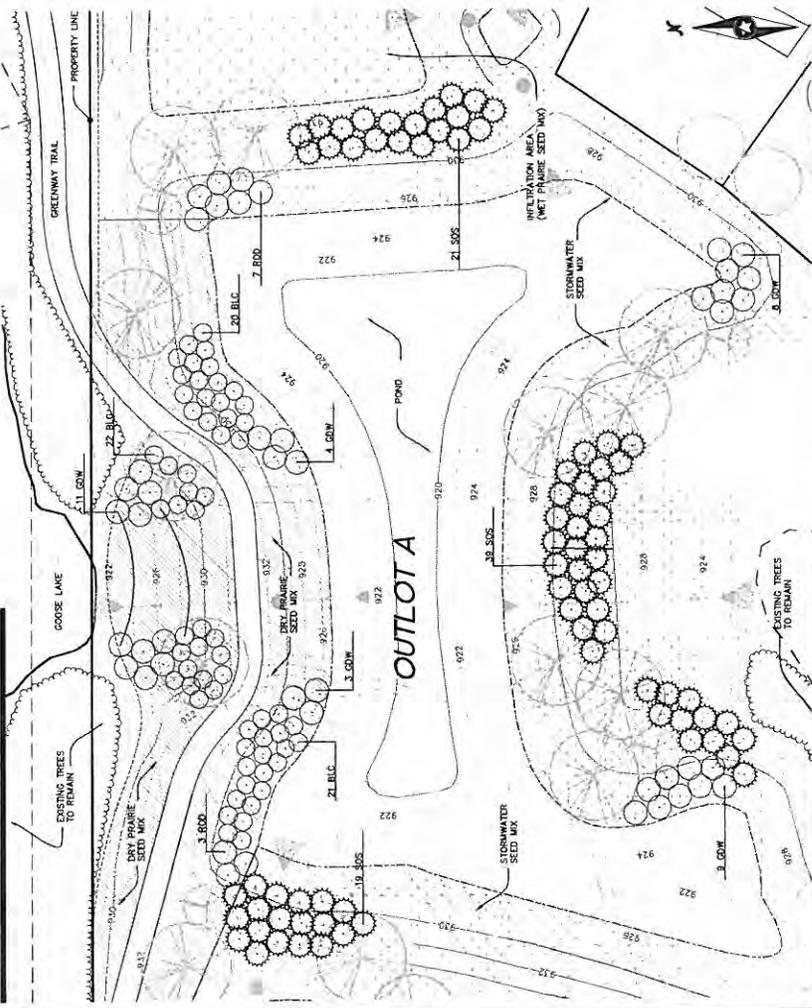
Prepared for:  
 Checked: CHM  
 Drawn: DMH  
 Plotted: JTL  
 Revised: [blank], [blank], [blank]

Scale:  
 1" = 40'-0"

Westwood Professional Services, Inc.  
 1000 W. WASHINGTON AVENUE  
 LAKE MINNAPOLIS, MN 55425  
 TEL: (763) 443-2000  
 FAX: (763) 443-2000  
 WWW.WESTWOODPROF.COM



**Restoration Detail**



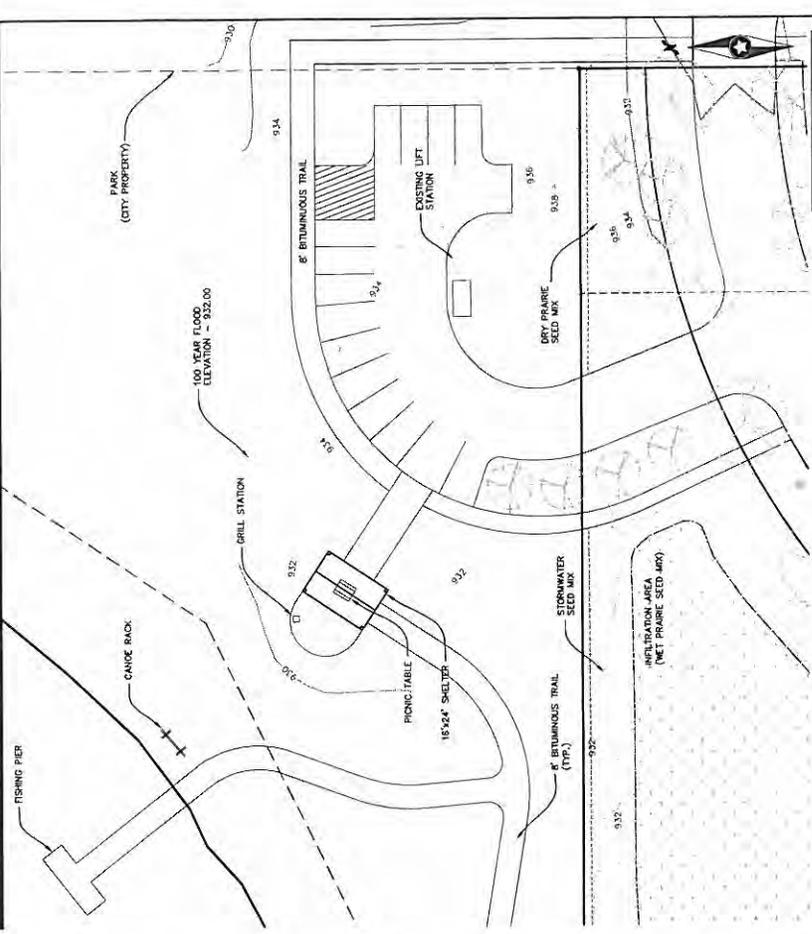
**Restoration Detail Final Plant Schedule**

CODE	QTY	COMMON/SCIENTIFIC NAME	SIZE	SPACING	O.C.
S02	79	Smooth Sumac / <i>Rhus glabra</i>	1" CONT.	8'-0"	O.C.
S03	10	Red Chokeberry / <i>Viburnum cassinia</i>	1" CONT.	8'-0"	O.C.
S04	10	Red Chokeberry / <i>Viburnum cassinia</i>	1" CONT.	8'-0"	O.C.
B01	63	Black Chokeberry / <i>Viburnum cassinia</i>	1" CONT.	4'-0"	O.C.
B02	16	Big Bluestem / <i>Andropogon gerardii</i>	1" CONT.	36"	O.C.
B03	9	Black-eyed Susan / <i>Rudbeckia hirta</i>	1" CONT.	36"	O.C.
B04	17	Prairie Coneflower / <i>Rudbeckia hirta</i>	1" CONT.	36"	O.C.

NOTES: \* QUANTITIES ON PLAN SUPERSEDE LIST QUANTITIES IN THE EVENT OF A DISCREPANCY

DATE: 09/17/14  
 CITY OF LAKE ELMO  
 PROJECT: CITY OF LAKE ELMO

**North Beat Park Plan**



**Restoration Detail Final Plant Schedule**

CODE	QTY	COMMON/SCIENTIFIC NAME	SIZE	SPACING	O.C.
S02	79	Smooth Sumac / <i>Rhus glabra</i>	1" CONT.	8'-0"	O.C.
S03	10	Red Chokeberry / <i>Viburnum cassinia</i>	1" CONT.	8'-0"	O.C.
S04	10	Red Chokeberry / <i>Viburnum cassinia</i>	1" CONT.	8'-0"	O.C.
B01	63	Black Chokeberry / <i>Viburnum cassinia</i>	1" CONT.	4'-0"	O.C.
B02	16	Big Bluestem / <i>Andropogon gerardii</i>	1" CONT.	36"	O.C.
B03	9	Black-eyed Susan / <i>Rudbeckia hirta</i>	1" CONT.	36"	O.C.
B04	17	Prairie Coneflower / <i>Rudbeckia hirta</i>	1" CONT.	36"	O.C.

NOTES: \* QUANTITIES ON PLAN SUPERSEDE LIST QUANTITIES IN THE EVENT OF A DISCREPANCY

DATE: 09/17/14  
 CITY OF LAKE ELMO  
 PROJECT: CITY OF LAKE ELMO

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**Ryland Homes**  
 7099 Anagram Drive  
 Eden Prairie, Minnesota 55344

**Hammes Property**  
 Lake Elmo, Minnesota

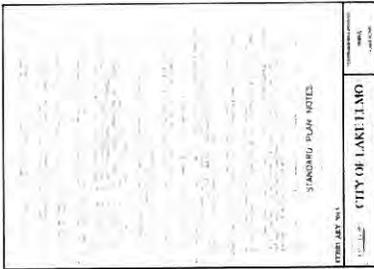
**Final Landscape Details**

Prepared for: \_\_\_\_\_  
 Checked: \_\_\_\_\_  
 Drawn: \_\_\_\_\_  
 Date: 09/17/14



### 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 INDICATED AREA.
- PLANTING MATERIALS AS NECESSARY - PER STANDARD NURSERY PRACTICE AND TO CORRECT POOR HANDLING OF EXISTING AND PROPOSED TREES.
- PLANTING OF TREES AS REQUIRED: RETENTION, PLUMB AND STAKE IF NOT PLUMB AT THE ONE YEAR.
- 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.
- SOIL AMENDMENTS TO IMPROVE TO IMPROVE SOIL STRUCTURE, INFILTRATION, ROOT DEVELOPMENT, SOIL MOISTURE AND TO BE EXPOSING TOP SOIL FROM SITE FREE OF ROOTS, ROCKS, LARGER THAN ONE INCH, STUBS, DEBRIS AND LARGE WEEDS UNLESS SPECIFIED OTHERWISE. MINIMUM AMOUNTS FOR ALL TREE GRASS AREAS AND 1/2" DEPTH TOPSOIL FOR TREE, SHRUBS AND PERENNIALS.
- MULCH TO BE AT ALL TREE, SHRUB, PERENNIAL, AND MAINTENANCE AREAS. SHREDDED HARDWOOD MULCH TO BE APPLIED TO ALL TREE GRASS AREAS AND 1/2" DEPTH TOPSOIL FOR TREE, SHRUBS AND PERENNIALS. MULCH TO BE APPLIED TO ALL TREE GRASS AREAS AND 1/2" DEPTH TOPSOIL FOR TREE, SHRUBS AND PERENNIALS.
- TOPPING TO BE SPREAD EDGE, UNLESS OTHERWISE INDICATED. SPREAD EDGE TO PROVIDE PROTECTION TO ADJACENT AREAS. MULCH TO BE APPLIED TO ALL TREE GRASS AREAS AND 1/2" DEPTH TOPSOIL FOR TREE, SHRUBS AND PERENNIALS.
- INDIVIDUAL TREE, SHRUB, OR MAN-GARDEN BEDS TO BE SPACED TOGETHER, UNLESS NOTED OTHERWISE.
- PROVIDE IRRIGATION TO ALL STREET TREE AND BUFFER LANDSCAPING ON THE WEST SIDE OF THE PROJECT. LANDSCAPE CONTRACTOR TO PROVIDE SHOP DRAWINGS TO CITY OF LAKE ELMO TO INSTALL IRRIGATION SYSTEM. IRRIGATION SYSTEM SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF LAKE ELMO IRRIGATION SYSTEM TO PROVIDE OPERATION MANUALS, AS-BUILT PLANS, AND SCHEDULE PROGRAMMING. 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 WITHIN OUTLOTS TO BE SEEDING WITH NATIVE GRASS SEED MIX AS SPECIFIED. ALL DISTURBED AREAS WITHIN OUTLOTS TO BE SEEDING WITH NATIVE GRASS SEED MIX AS SPECIFIED. ALL DISTURBED AREAS WITHIN OUTLOTS TO BE SEEDING WITH NATIVE GRASS SEED MIX AS SPECIFIED. ALL DISTURBED AREAS WITHIN OUTLOTS TO BE SEEDING WITH NATIVE GRASS SEED MIX AS SPECIFIED.



### Stormwater Native Grass Mix

Species	Quantity	Unit
DRY PRAIRIE SEED MIX		
STORMWATER SEED MIX		
WET PRAIRIE SEED MIX		

### Wet Prairie Seed Grass Mix

Species	Quantity	Unit
DRY PRAIRIE SEED MIX		
STORMWATER SEED MIX		
WET PRAIRIE SEED MIX		

### Dry Prairie Seed SB Grass Mix

Species	Quantity	Unit
DRY PRAIRIE SEED MIX		
STORMWATER SEED MIX		
WET PRAIRIE SEED MIX		

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Date: 09/17/14 Sheet: 4 OF 4

**Hammes Property**  
 Final Landscape Notes  
 Lake Elmo, Minnesota

**Ryland Homes**  
 7509 Argosville Drive  
 Eden Prairie, Minnesota 55344

Prepared for:

Checked:	OK
Drawn:	OK
Revised Drawing by:	

Landscaping work and the plant material provided by the contractor shall be installed in accordance with the approved landscape plan and specifications. The contractor shall be responsible for obtaining all necessary permits and approvals from the City of Lake Elmo. The contractor shall be responsible for all costs associated with the installation and maintenance of the landscape. The contractor shall be responsible for all damage to property from planting operations. The contractor shall be responsible for all costs associated with the installation and maintenance of the landscape. The contractor shall be responsible for all damage to property from planting operations.

**Westwood Professional Services, Inc.**  
 7509 Argosville Drive  
 Eden Prairie, MN 55344  
 Phone: 952-937-0500  
 Fax: 952-937-0501  
 Website: www.westwoodinc.com



# MEMORANDUM

# FOCUS ENGINEERING, inc.

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

Date: September 18, 2014

To: Nick Johnson, City Planner  
Cc: Kyle Klatt, Planning Director  
From: Jack Griffin, P.E., City Engineer

Re: Hammes Estates  
Final Plat Review

An engineering review has been completed for the Hammes Estates development. Revised Preliminary Plans and Construction Plans were received on September 4, 2014. The submittal consisted of the following documentation prepared by Westwood Professional Services, Inc.:

- Preliminary Plan set (Plat Plan, Utility Plan, and Landscape Plans) dated 08.25.2014.
- Construction Grading, Drainage & Erosion Control Plans dated 08.27.2014.
- Construction Sanitary Sewer, Water Main, Storm Sewer and Streets dated 09.03.2014.
- Project Specification Manual dated May 2014.
- Preliminary Storm Water Runoff Narrative dated 08.07.2014.
- Plan revision response letter dated 08.28.2014.

**STATUS/FINDINGS: Engineering review comments are provided below as they may be related to the application for Final Plat or represent more significant design and constructability issues. Upon completion of these issues and granting of Final Plat, staff will resume a more detailed Construction Plan review.**

## PRELIMINARY AND FINAL PLAT COMMENTS

- Additional easements are required for the Preliminary and Final Plat as outlined within this memorandum.
- The Final Plat and Construction Plans should both be updated to include the Outlot ownership information. The Preliminary Plat indicated all Outlots to be dedicated to the City.
- Note: City utilities will be constructed within Outlot B as part of the first addition. Drainage and utility easements must be dedicated to the City of Lake Elmo as part of the First Addition Final Plat, including the drainage and utility easements over Outlot B.
- The development agreement should incorporate provisions to require the developer to oversee and address the 5 year invasive species monitoring requirements of the DNR Permit.
- Written permission must be provided from adjacent property owners for grading to extend beyond property lines.
- Written permission must be provided from the Savona development to allow an increase in peak discharge rate from the Hammes Site as proposed in the Stormwater Management Plan.
- Written approval to work within the Electrical Transmission Easement area must be provided prior to construction work.
- Final Grading Plans and Final Street and Utility Construction Plans must be completed and approved by the City Engineer prior to the start of construction. All construction plans must be in accordance with the Lake Elmo engineering design standards and plan format. Any changes proposed in the Lake Elmo

engineering design standards, standard details, plan notes, or specifications must be clearly identified in a “change request” letter by the developer’s engineer and submitted for consideration.

#### UTILITY PLANS AND EASEMENTS

- In coordination with the City, a pressure reducing valve(s) must be constructed as part of the watermain improvements and located on an Outlot dedicated to the City.
- A 12-inch watermain stub must be extended east along Street 1 (8<sup>th</sup> Street North) to the intersection and County R/W of Keats Avenue for future extension to the east side of CSAH 19.
  - This 12-inch stub has been provided in the Final Construction Plan set for Phase 1, however it has not been corrected on the Preliminary Utility Plan dated 08.25. This correction must be included in the revised Preliminary Plans.
  - The future connection location for this 12-inch stub must be placed outside of the paved surface area of the new street.
- The 8-inch watermain line from the Street 8 cul-de-sac to the Street 9 cul-de-sac passes directly under infiltration basin 1 and does not maintain the state required 10-foot offset from storm sewer pipe. An alternate alignment or alternate loop connection must be determined as part of the revised Preliminary Plans. Additional easement must be provided on the Final Plat to accommodate this watermain location as it passes between lots.
- The sanitary sewer segment along the east side of Lot 6, Block 6 needs to move further east to maintain additional offset from the Lot 6 property line. This will result in a changed location for MH28 in the Final Construction Plans.
- Additional easement or pipe alignment adjustments are required at the northeast corner of Lot 1, Block 10 and along the rear yard of Lot 17, Block 11. Corrections are needed on both the revised Preliminary Plans and Final Construction Plans.
- Grading modifications are proposed above the City’s existing sanitary sewer gravity and forcemain pipes along Keats Avenue. Show the proposed profile over these utilities and include the record drawing information provided in the Section 34 Water & Sewer Utility Extension Improvements. The existing conditions utilities must be revised on all plan sheets to correctly indicate their location.
- Show existing hydrant, 6-inch gate valve and box, and 12-inch x 6-inch reducer at the southern property line. Construction notes must be updated accordingly.

#### STORM SEWER SYSTEM

- The Preliminary storm sewer system plan did not comply with the City standard design requirements (minimum pipe cover significantly less than 3.5 feet). Preliminary storm sewer system plans must be revised to comply with City design standards.

#### CSAH 19 (KEATS AVENUE) IMPROVEMENTS

- Written documentation is required to demonstrate Washington County approval for the proposed access to Keats Avenue together with any County requirements.

#### WETLANDS AND WETLAND BUFFERS

- The VBWD does not allow impervious surfaces to be placed on wetlands or wetland buffers. The Plans must be revised so that the proposed Boardwalk Trail is constructed along the entire length of the trail that is located within the wetland buffer. Boardwalk construction details must be provided in the Final Construction Plans.
- The wetland buffer for Wetland G encroaches over the proposed storm water maintenance access road between Lot 6, Block 10 and Lot 12, Block 9. This buffer must be relocated to an area more acceptable to the preservation of buffer areas.

#### GRADING AND STORM WATER MANGEMENT

- VBWD PERMIT: The project has received conditional permit approval through the VBWD. The applicant must revise and resubmit plans to the City as plan changes are made and resubmitted to the VBWD to

- meet all conditions of the VBWD permit approval. The applicant must also submit to the City written documentation from the VBWD that the permit conditions have been satisfied prior to any construction work on the site.
- A VBWD permit must be obtained for the improvements at Goose Lake. Approval for these improvements have not been included in the Subdivision permit.
  - A VBWD permit must be obtained for all Lots on Block 8 (Preliminary Plat) or Block 6 (Final Plat). Approval for these Lots have not yet been granted.
  - Storm water facilities proposed as part of the site plan to meet VBWD permitting requirements must be constructed in accordance with the City Engineering Design Standards Manual.
  - Flood protection measures must be incorporated for Lots 4, 5 and 6, Block 8 due to the Wetland E perched HWL. These lots are not yet permitted by the VBWD.
  - Additional information is still needed to complete a review of the proposed storm water management plan and to verify the proposed grading.
    - Wetland A area: The existing HWL for Wetland A appears to extend north over the entire existing adjacent property. More information is needed to describe and verify the existing conditions in this area including the existing elevation of the adjacent home.
    - The Wetland A delineation must be shown on the plans.
    - Wetland A / Pond 2, Treatment Basin and Infiltration Basin 2 area: Place spot elevations at the high point enclosing Infiltration Basin 2 to ensure that the basin overflow routes west per the intended design.
  - Storm water pond, infiltration basin, and wetland HWLs must be fully contained within Outlots. The 100-year HWL for Wetland G encroaches proposed Lots 4, 5 and 6, Block 10, and Lot 3, Block 9.
  - The grade along the east side of Infiltration basin 5 must be raised along the park entrance road.
  - The Park property improvements must be revised to better separate the public use area and the lift station utility area. See attached sketch for possible concept plan.
  - The Park property trail from the Goose Lake berm to the picnic area is located below the 100-year HWL and in some locations appears to be below the DNR OHWL.

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



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

---

**LAKE ELMO FIRE DEPARTMENT**

---

September 18, 2014

After review of the HAMMES ESTATES FINAL PLAT – HAMMES WEST LLC, I have two areas of concern:

I have yet to receive final documentation showing that the previous soil contamination reported earlier this year has been mitigated. I recommend that the City not release the Final Plat for recording until the City has received the proper documentation related to the mitigation of the contamination.

Hydrant spacing seems to be well within our guidelines which I was very pleased to see. I would like to see the hydrant located in front of Lots 3 and 4, Block 6 on the west side of the Juniper Circle No. cul-de-sac be more equally spaced between the end of the road and the intersection at 8<sup>th</sup> St. No.

Reviewed by,

A handwritten signature in black ink, appearing to read 'Greg Malmquist', is written over a horizontal line.

Greg Malmquist, Fire Chief

*“Proudly Serving Neighbors & Friends”*

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



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

---

**LAKE ELMO FIRE DEPARTMENT**

---

September 19, 2014

Review of the HAMMES ESTATES FINAL PLAT – HAMMES WEST LLC

This is a follow up to the review letter dated September 18, 2014. Let me start by thanking all parties involved for supplying all the requested documentation related to the soil clean up as requested and in such a timely manner. After reviewing the provided documentation, I followed up with the MPCA for assistance and guidance in deciphering the documentation and ensuring, for everyone's benefit, that all required procedures and processes had been followed in the mitigation of this site. In conversation with the MPCA I discovered that the specifics of this site would cause it to fall under their Brownfield Program.

At this time I am requiring that all documentation related to the mitigation of this site be sent to the MPCA Brownfield Program by the property owners or their representative for review. After review, a letter from the MPCA ensuring that the site has been properly mitigated will need to be provided to the city.

Sincerely,

A handwritten signature in black ink, appearing to read 'G. Malmquist', is written over a light blue horizontal line.

Greg Malmquist, Fire Chief

*"Proudly Serving Neighbors & Friends"*



LANDSCAPE ARCHITECTURE INCORPORATED  
WWW.LANDARCINC.COM

## **HAMMES PROPERTY – DESIGN REVIEW REPORT** **LAKE ELMO, MN**

**LANDSCAPE ARCHITECTURAL DESIGN REVIEW DATED SEPTEMBER 10<sup>TH</sup>, 2014**

REVIEWED PLAN SET DATED AUGUST 25<sup>TH</sup>, 2014

### ***Required Action Items by Hammes Project Team***

1. The plan is in compliance with the landscape requirements. Since this preliminary plan doesn't call out each plant per location on plan, we are excited to look at the next generation of plan development which will have that level of specification for our review.
2. Where Colorado Green Spruce is specified: please replace with Norway Spruce.
3. Where possible, we would encourage planted islands in the cul-de-sacs within the development to reduce impervious surfaces and create a safer streetscape environment.
4. Please provide more information on the walls specified on the plans. Our preference is natural materials such as locally quarried stone or stone derived from the site construction process if appropriate in scale and geology.
5. Project Landscape Architect to provide landscape irrigation plans for all commonly held HOA & City R.O.W. areas.

**SINCERELY,**

**LANDSCAPE ARCHITECTURE, INC.**

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



LANDSCAPE ARCHITECTURE INCORPORATED  
WWW.LANDARCINC.COM

## **HAMMES PROPERTY – DESIGN REVIEW REPORT** **LAKE ELMO, MN**

**LANDSCAPE ARCHITECTURAL DESIGN REVIEW DATED SEPTEMBER 18<sup>TH</sup>, 2014**

REVIEWED PLAN SET DATED SEPTEMBER 17<sup>TH</sup>, 2014

### ***Required Action Items by Hammes Project Team***

1. The plan is in compliance with the landscape requirements.
2. Where Red Gnome Dogwood is specified: please replace with another shrub selection that is a hardier choice.
3. Please provide more detailed landscape information for North East Park.
4. Please provide more detailed information on entry monuments & signage proposed.
5. Please provide more detail on the hardscape materials and site furnishings proposed in Outlot C.
6. Provide landscape irrigation plans for all commonly held HOA & City R.O.W. areas.

**SINCERELY,**

**LANDSCAPE ARCHITECTURE, INC.**

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

**VALLEY BRANCH WATERSHED DISTRICT  
PERMIT APPLICATION**

TO BE COMPLETED BY VBWD:  
 PERMIT NUMBER 2014-07  
 PERMIT FEE RECEIVED \$15,500  
 DATE RECEIVED March 7, 2014

Return application to  
 John Hanson  
 Barr Engineering Company  
 Engineers for the Valley Branch Watershed District  
 4700 West 77<sup>th</sup> Street  
 Edina, MN 55435-4803



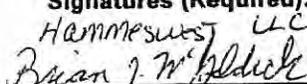
A permit fee shall accompany this permit, unless waived by the Board of Managers.  
 (Governmental Bodies are not required to pay a fee.)

Project Information		Applicant Information	
Name of Project: Hammes Property		Name: Hammes West LLC	
Purpose of Project: Single-Family subdivision to create 165 lots		BRIAN MCGOLDECK	
Project Location (street address, if known; otherwise, major intersection): Westside of Keats Avenue, south of Goose Lake		Address: 36 moonlight BAY	
City or Township: Lake Elmo		City, State, Zip: Stillwater, MN 55082	
Legal Description (proof of ownership required): PID: See attached survey Section: 34 Township: 29 Range: 21		Phone: 651-387-1000	
Project Timeline: Start Date: 4/15/2014 Completion Date: 10/31/2016		Fax:	
Authorized Agent Information		Owner Information (if different than Applicant)	
Name: Ryan Bluhm		Name: ELLIE HAMMES	
Business Name: Westwood Professional Services		Address: 1187 FROST AVENUE	
Address: 7699 Anagram Drive		City, State, Zip: Maplewood, MN 55001	
City, State, Zip: Eden Prairie, MN 55344		Phone: 657-436-8656	
Phone: 952-906-7432		Fax: N/A	
Fax: 952-937-5822		Email: N/A	
Email: ryan.bluhm@westwoodps.com			

Once a Valley Branch Watershed District permit has been approved, the permit conditions will be attached to the back of this form.

By signing this permit application, the permit applicant, his/her agent, and owner (hereinafter "Permittee") shall abide by all the conditions set by the Valley Branch Watershed District (VBWD). All work which violates the terms of the permit by reason of presenting a serious threat of soil erosion, sedimentation, or an adverse effect upon water quality or quantity, or violating any rule of the VBWD may result in the VBWD issuing a Stop Work Order which shall immediately cause the work on the project related to the permit to cease and desist. All work on the project shall cease until the permit conditions are met and approved by the VBWD representatives. In the event Permittee contests the Stop Work Order issued by the VBWD, Permittee shall attend a VBWD Board of Managers meeting and discuss the project. Any attorney fees, costs, or other expenses incurred on behalf of the VBWD in enforcing the terms of the permit shall be the sole expense of the permit applicant. Costs shall be payable from the permit applicant's permit fee. If said fees exceed the permit amount, the Permittee shall have ten (10) days from the date of receipt of the invoice from the VBWD to pay for the cost incurred in enforcing the permit, by which to pay the VBWD for said costs. If costs are not paid within the ten (10) days, the VBWD will draw on the permit applicant's surety. The Permittee agrees to be bound by the terms of the final permit and conditions required by the VBWD for approval of the permit. The permit applicant further acknowledges that he/she has the authority to bind the owner of the property and/or any entity performing the work on the property pursuant to the terms of the VBWD permit, and shall be responsible for complying with the terms of the VBWD permit.

**Signatures (Required):**

 3/7/14  
 Applicant/Date
  3/7/14  
 Owner (if different than Applicant)/Date
 \_\_\_\_\_  
 Owner's Authorized Agent/Date



LINCOLN FETCHER • DAVID BUCHECK • DONALD SCHEEL • DALE BORASH • RAY LUCKSINGER

August 25, 2014



Brian McGoldrick  
Hammes West, LLC  
36 Moonlight Bay  
Stillwater, MN 55082

**Re: Hammes Property: Lake Elmo, Minnesota  
VBWD Permit #2014-07**

Dear Mr. McGoldrick:

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

1. This permit is not valid until the permit applicant submits documentation from the owner of the Savona development that he/she will allow an increase in the peak discharge rate from the Hammes site.
2. This permit is not valid until a maintenance agreement in the general format of Appendix B of the VBWD Rules is submitted to and approved by the VBWD Attorney and fully executed.
3. This permit does not allow any impervious surface (other than the outlet pipe and riprap of Pond 5) to be constructed within 25 feet of Elevation 924.4 of Goose Lake. This permit does not allow for the construction of the proposed parking lot and structure at the southeast corner of Goose Lake. The proposed boardwalk must conform to all applicable standards.
4. Wetland buffer signage must be installed as required by the VBWD Rules and Regulations. Specifications for the proposed signs shall be submitted and approved by the VBWD prior to installation.
5. Plans must be revised to include draitile around the perimeters of the proposed homes on Lots 1-3 of Block 9. This permit does not allow any homes to be constructed on Block 8. To ensure any homes constructed on Block 8 are protected from groundwater, at least 3 soil borings down to Elevation 924 must be constructed between Wetland F and the proposed building pads. Soil boring logs that include the Unified Soil Classification and any encountered water levels must be submitted.
6. The required fee and surety shall be submitted prior to construction. This permit is not valid until the permit fee and surety are submitted.

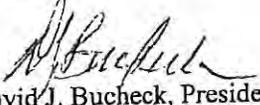


7. Prior to any construction, a construction sequencing plan shall be submitted, approved, and followed. The construction sequencing plan shall ensure that the project conforms to all VBWD Rules and Regulations throughout construction.
8. This permit is not transferable.
9. This permit is subject to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

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

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

Sincerely,

  
David J. Bucheck, President  
Valley Branch Watershed District

DJB/ymh  
Enclosure

- c: Ray Marshall, VBWD Attorney  
Ray Roemmich, VBWD Inspector  
Molly Shodeen, MDNR  
Kyle Klatt, City Planning Director—City of Lake Elmo  
Jack Griffin, City Engineer, FOCUS Engineering—City of Lake Elmo  
Building Inspector—City of Lake Elmo  
Ryan Bluhm, Westwood Professional Services—Authorized Agent  
Ellie Hammes—Owner  
Nathan Campbell, Corps of Engineers  
Brad Johnson, MDNR  
Jed Chesnut, Washington Conservation District  
Brooke Haworth MDNR  
Ben Meyer, Minnesota Board of Water and Soil Resources  
Karen Wold, Barr Engineering Company  
Yvonne Huffman, Barr Engineering Company



**Permit Number**  
**2015-0193**

## Public Waters Work Permit

**Expiration Date: 08/27/2016**

Pursuant to Minnesota Statutes, Chapter 103G, and on the basis of statements and information contained in the permit application, letters, maps, and plans submitted by the applicant and other supporting data, all of which are made part hereof by reference, **PERMISSION IS HEREBY GRANTED** to the applicant to perform actions as authorized below.

<b>Project Name:</b> Goose Lake shoreland berm	<b>County:</b> Washington	<b>Watershed:</b> Lower St. Croix River	<b>Resource:</b> Sand/Gravel Pit: Sand/Gravel Pit; Ditch: Ditch; Wetland: Goose (South) (82011302)
<b>Purpose of Permit:</b> Harbor/Slip/Channel/Ditch Fill		<b>Authorized Action:</b> Place approximately 3,000 cubic yards of clean inorganic fill to create ditch block at the south end of Goose Lake to restore the shoreline to disconnect previously excavated gravel pit section from the lake; in accordance with plans received with the permit application 07-29-2014 and 08-06-2014.	
<b>Permittee:</b> HAMMES WEST LLC CONTACT: HAMMES, MR. 36 MOONLIGHT BAY STILLWATER, MN 55082 (651) 436-8656		<b>Authorized Agents (2):</b>  KELLY BOPRAY N7831 920TH STREET RIVER FALLS, WI 54022 (715) 307-4577 kjbopray@yahoo.com  JAMES GASPERINI 3121 ST. CROIX TRAIL SOUTH AFTON, MN 55001 (651) 436-8656 alo@aftonlaw.net	
<b>Property Description (land owned or leased or where work will be conducted):</b> UTM zone 15N, 507429m east, 4978468m north (centroid), SENE of Section 34, T29N, R21W			
<b>Authorized Issuer:</b> Molly Shodeen	<b>Title:</b> Area Hydrologist	<b>Issued Date:</b> 08/27/2014	<b>Effective Date:</b> 08/27/2014
		<b>Expiration Date:</b> 08/27/2016	

This permit is granted **subject** to the following **CONDITIONS**:

**APPLICABLE FEDERAL, STATE, OR LOCAL REGULATIONS:** The permittee is not released from any rules, regulations, requirements, or standards of any applicable federal, state, or local agencies; including, but not limited to, the U.S. Army Corps of Engineers, Board of Water and Soil Resources, MN Pollution Control Agency, watershed districts, water management organizations, county, city and township zoning.

**NOT ASSIGNABLE:** This permit is not assignable by the permittee except with the written consent of the Commissioner of Natural Resources.

**NO CHANGES:** The permittee shall make no changes, without written permission or amendment previously obtained from the Commissioner of Natural Resources, in the dimensions, capacity or location of any items of work authorized hereunder.

## **CONDITIONS** *(Continued from previous page)*

**SITE ACCESS:** The permittee shall grant access to the site at all reasonable times during and after construction to authorized representatives of the Commissioner of Natural Resources for inspection of the work authorized hereunder.

**TERMINATION:** This permit may be terminated by the Commissioner of Natural Resources at any time deemed necessary for the conservation of water resources of the state, or in the interest of public health and welfare, or for violation of any of the conditions or applicable laws, unless otherwise provided in the permit.

**COMPLETION DATE:** Construction work authorized under this permit shall be completed on or before the date specified above. The permittee may request an extension of the time to complete the project by submitting a written request, stating the reason thereof, to the Commissioner of Natural Resources.

**WRITTEN CONSENT:** In all cases where the permittee by performing the work authorized by this permit shall involve the taking, using, or damaging of any property rights or interests of any other person or persons, or of any publicly owned lands or improvements thereon or interests therein, the permittee, before proceeding, shall obtain the written consent of all persons, agencies, or authorities concerned, and shall acquire all property, rights, and interests needed for the work.

**PERMISSIVE ONLY / NO LIABILITY:** This permit is permissive only. No liability shall be imposed by the State of Minnesota or any of its officers, agents or employees, officially or personally, on account of the granting hereof or on account of any damage to any person or property resulting from any act or omission of the permittee or any of its agents, employees, or contractors. This permit shall not be construed as estopping or limiting any legal claims or right of action of any person other than the state against the permittee, its agents, employees, or contractors, for any damage or injury resulting from any such act or omission, or as estopping or limiting any legal claim or right of action of the state against the permittee, its agents, employees, or contractors for violation of or failure to comply with the permit or applicable conditions.

**EXTENSION OF PUBLIC WATERS:** Any extension of the surface of public waters from work authorized by this permit shall become public waters and left open and unobstructed for use by the public.

**WETLAND CONSERVATION ACT:** Where the work authorized by this permit involves the draining or filling of wetlands not subject to DNR regulations, the permittee shall not initiate any work under this permit until the permittee has obtained official approval from the responsible local government unit as required by the Minnesota Wetland Conservation Act.

**CONTRACTOR RESPONSIBILITY:** The permittee shall ensure the contractor has received and thoroughly understands all conditions of this permit. Contractors must obtain a signed statement from the property owner stating that permits required for work have been obtained or that a permit is not required, and mail a copy of the statement to the regional DNR Enforcement office where the proposed work is located. The Landowner Statement and Contractor Responsibility Form can be found at: <http://www.bwsr.state.mn.us/wetlands/wca/index.html#general>.

**INVASIVE SPECIES - EQUIPMENT DECONTAMINATION:** All equipment intended for use at a project site must be free of prohibited invasive species and aquatic plants prior to being transported into or within the state and placed into state waters. All equipment used in designated infested waters, shall be inspected by the Permittee or their authorized agent and adequately decontaminated prior to being transported from the worksite. The DNR is available to train inspectors and/or assist in these inspections. For more information refer to the "Best Practices for Preventing the Spread of Aquatic Invasive Species" at [http://files.dnr.state.mn.us/publications/ewr/invasives/ais/best\\_practices\\_for\\_prevention\\_ais.pdf](http://files.dnr.state.mn.us/publications/ewr/invasives/ais/best_practices_for_prevention_ais.pdf). Contact your regional Invasive Species Specialist for assistance at [www.mndnr.gov/invasives/contacts.html](http://www.mndnr.gov/invasives/contacts.html). A list of designated infested waters is available at [http://files.dnr.state.mn.us/eco/invasives/infested\\_waters.pdf](http://files.dnr.state.mn.us/eco/invasives/infested_waters.pdf). A list of prohibited invasive species is available at [www.mndnr.gov/eco/invasives/laws.html#prohibited](http://www.mndnr.gov/eco/invasives/laws.html#prohibited).

**EROSION AND SEDIMENT CONTROL:** In all cases, methods that have been determined to be the most effective and practical means of preventing or reducing sediment from leaving the worksite shall be installed in areas that slope to the water and on worksite areas that have the potential for direct discharge due to pumping or draining of areas from within the worksite (e.g., coffer dams, temporary ponds, stormwater inlets). These methods, such as mulches, erosion control blankets, temporary coverings, silt fence, silt curtains or barriers, vegetation preservation, redundant methods, isolation of flow, or other engineering practices, shall be installed concurrently or within 24 hours after the start of the project, and will be maintained for the duration of the project in order to prevent sediment from leaving the worksite. DNR requirements may be waived in writing by the authorized DNR staff based on site conditions, expected weather conditions, or project completion timelines.

**FISHERY PROTECTION - EXCLUSION DATES:** No activity affecting the bed of the protected water may be conducted between March 15 and June 30, to minimize impacts on fish spawning and migration. If work during this time is essential,

**CONDITIONS** (Continued from previous page)

it shall be done only upon written approval of the Area Fisheries Manager. See contact list at: [http://files.dnr.state.mn.us/fisheries/management/dnr\\_fisheries\\_managers.pdf](http://files.dnr.state.mn.us/fisheries/management/dnr_fisheries_managers.pdf). Should work begin elsewhere in the project area within these dates, all exposed soils that are within 200 feet of Public Waters and drain to those waters must complete erosion control measures within 24 hours of its disturbance to prevent sediment from entering Public Waters.

**MAINTENANCE:** Maintenance of this project to originally authorized conditions may be authorized by amendment to this permit.

**MONITORING:** The filled area shall be monitored for invasive species for a period of 5 years while the native vegetation is established. Planted area shall be monitored for species survival and replanted as necessary to maintain a robust planting.

**FLOATING SILT CURTAIN:** A floating silt curtain shall be placed in Goose Lake and maintained until the berm is stabilized with appropriate native vegetation.

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cc: Scott Arntzen, Conservation Officers, Forest Lake  
Jed Chesnut, SWCD  
Brooke Haworth, DNR Regional Environmental Assessment Ecologist, Region 3  
Tim Marion, DNR Wildlife, North Metro  
TJ DeBates, DNR Fisheries, East Metro Area  
Michael Welling, County, Washington  
John Hanson, Watershed District, VALLEY BRANCH WD  
Tom Hingsberger, Corps of Engineers, Washington  
Jay Riggs, SWCD, Washington Conservation District  
Dean Zuleger, City, Lake Elmo

## MINUTES

### City of Lake Elmo Park Commission Monday, July 21, 2014

**Members Present:** Hartley, Nelson, Ames, Weis, Zeno, Silvernale, Hietpas (6:34 pm)

**Members Absent:** Steele, Frick

**Others Present:** Planning Commissioner Larson, Taxpayer Relations & Communications Coordinator MacLeod, PWS Bouthilet, Park Maintainer Colemer, Councilmember Reeves, City Administrator Zuleger, Planning Intern Catherine Riley

The meeting was called to order by Chair Weis at 6:30 PM.

#### Approval of Agenda

Ames asked to add an item after VI.c - Sunfish Lake Park task force to discuss maintenance and entrance issues in park areas 2 & 3.

**M/S/P: Hartley/Ames: Approved as amended 6-0**

#### Approval of June 16, 2014 Minutes

Ames asked to change the word "toilet" to "toilets" on page three under item b.

**M/S/P: Ames/Hartley: Approved as amended 6-0**

#### Presentations

##### **a. 2014 Trail Audit - Riley**

Riley presented a trail audit packet that she has worked on. The plan discussed benefits of trails in a community, and emphasized the importance that the city trail system tie into regional trail systems. The audit was conducted on existing and future trails and detailed quality and material of the trails, rated on the PASER system.

Ames stated that he thought Riley did a great job, and felt it was a helpful update and provides insight that hadn't been addressed before. Ames asked if it would be appropriate to consider the trail system within the park reserve. Riley responded that there would likely be a lot of red tape to navigate around, but thought that it would be worth opening up that discussion. Ames referenced the existing trail system and felt that it was not an actual system, but more a series of groupings. He expressed that they need to be mindful going forward to make sure that they trails are connecting. Ames suggested that incoming developers are told up front about the philosophy to connect trails outside for each neighborhood.

Zuleger commented that the new 5<sup>th</sup> Street plan would include a connecting trail and felt that the key was to continue to work on the Lake Elmo Regional trail system.

Ames thought it might be worth approaching HOAs to see if they would like the City to take over maintenance of their private trails, as there is a high cost to maintain them. Riley responded that the planning department has approached HOAs about trail ownership and have received a mixed response, some negative. Zuleger stated that if the city were to take over maintenance on the trails, it is assumed that they would become public trails, and some HOAs are against that; would like to keep their trails private

Zeno added that he didn't think acquisition of HOA trails needed to be an all or nothing thing. That some of the HOA trails wouldn't necessarily contribute to the regional trail plan. Zeno also commented that if HOAs refused to make their trails public he advises that the City would build the trail system around those neighborhoods.

**a. Park Sign Update (MacLeod)**

MacLeod shared that two signs were finished (Reid and Pebble) and picked up earlier that day. The rest of the signs are anticipated to be completed by the first week of August, with Sunfish Lake Park being the next in line for completion. An amenity panel for one of the signs was in the council chambers for the commission to view.

**b. LERT Update (Weis)**

Weis stated that city planner Johnson has continued to talk to Washington County and that they are working on the west side access plan. Zuleger added that the LERT is currently on hold but the city has been talking with the county about being incorporated into the master plan to be considered by the Met Council. Zuleger added that Met Council Park and Open Space Chair, former Mayor Johnston, recently dropped off a copy of the master plan, which has been serving as a guide for next steps.

Hietpas referenced the search corridor and stated that the LERT was not currently part of that plan. She commented that regionally, there are a lot of trails going on in other areas, but hardly anything in Washington County and she would like to see more priority placed on Lake Elmo trails at a county level. Weis commented on other communities coming forward and that trail plan requests are becoming more prevalent in the county.

Ames asked what the next steps are. Zuleger responded that the city has been requesting that the search corridor be included as a key corridor in the county's trail plan between Oakdale and Stillwater, connecting to a regional park. The City is continuing to have conversations with the county about the best way to access the Lake Elmo Park Reserve. Weis has offered to present the LERT presentation to the County to keep the ball rolling. He emphasized that it is important to get included in the plan because it will open up a lot of funding opportunities.

**c. Hammes Park Space (Zuleger)**

Zuleger stated that there was an item not on the agenda that needed to be addressed: The Hammes subdivision park space. To recap, Zuleger shared that per previous discussion and in response to the commission's request, the Hammes developers had placed the park in the northwest corner of the development near Keats Avenue and Goose Lake. The proposed park space includes a fishing pier, shelter, grill, parking lot and is also where the lift station is located. Currently the plan does not include a play structure, which was initially requested by the park commission as a condition of approval. The Hammes developers are seeking input from the commission as to what type of play structure to include, and if they could receive credit for parkland dedication if the structure was included. Zuleger continued to point out additional green/meeting spaces within the development and the 100' buffer perimeter per the comp plan (including a trail).

Ames thought he remembered a small park internally in the neighborhood that would have a play structure. He is not sure that a play structure near a 55 mph roadway is a good place for a play structure. Ames also questioned where neighborhood children would play, as lot sizes looked small to consider private play sets.

Zuleger pointed out that the Lake Elmo Park Reserve was located a mile north of the development, with a phenomenal play set. Ames stated that he didn't feel current playgrounds were within reasonable walking distance for residents. Hietpas shared that she didn't feel that the green spaces included throughout the development were large enough for community meeting spaces.

Zuleger pointed out the location of neighboring parks in Stonegate and Lennar neighborhoods.

The commission requested that a location central in the neighborhood be considered for play structure placement. Zuleger said that he would forward their comments to the developers.

**Meeting adjourned at 9:54 PM**

Respectfully Submitted,  
Alyssa MacLeod, Recording Secretary





Element Materials Technology  
662 Cromwell Avenue  
St Paul, MN  
55114-1720 USA

P 651 645 3601  
F 651 659 7348  
T 888 786 7555  
info.stpaul@element.com  
element.com

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**Hammes Estates Development  
Located West Of Keats Avenue North  
Lake Elmo, Minnesota 55042  
Element Materials Technology St. Paul Inc. Project No. ESP015780P**

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**FIELD OBSERVATION**

On 5/6/14 approximately 90 yds<sup>3</sup> of soil was excavated below a former wash conveyor line located at Latitude = 44° 57.501', Longitude = -90° 54.348', Elevation 938'. The recent discovery of petroleum impacted soil was promptly reported to the Minnesota Duty Officer under Duty Officer report #141426. Consistent with the standards and practices set forth by the MPCA, the soil was excavated then placed under and atop non-permeable polypropylene sheeting pending offsite landfill approval. Additional soil was then incorporated from another recent onsite contractor diesel fuel spill located at UTM coordinates 507425.87 meters easting, 4978168.15 meters northing. Both of these removal excavations were administered under the direction of an environmental professional using a Photoionization Detector (PID) to screen the soils. Whereas the areas were excavated until the native soil background levels in the base & sidewalls were free of any detectible PID levels. These recent spill episodes were excavated from the site in a timely manner such that no measureable levels of contamination remain onsite under and around these spill areas. Confirmation lab work of the stockpiled soil was then collected prior to the permitting of said soil for proper offsite disposal. On 8/6/14 & 8/7/14, 161 yds<sup>3</sup> of petroleum soil was transported to the SKB landfill in Rosemount, MN for proper disposal.

**CONCLUSIONS AND RECOMMENDATIONS**

The recent onsite cleanup measures were successful in the **complete excavation** of petroleum impacted soils. In-so far as the base and sidewalls under the "knee deep" excavations exhibited no detectible levels of petroleum vapors.

The earthwork contractor was hereby advised to fuel their equipment over areas equipped with a non-permeable poly "spill shield" or similar containment as to eliminate the risk of adverse environmental impacts to the soils. Our frequent onsite inspections have not seen any repeated spillages at the site.

At the time of this field observation, no additional investigation or cleanup measures have been required in association with this recent reported spill. Since both of the "post excavation" base and sidewall test samples were below the 10 parts per million PID values set forth by MPCA guidance 3-01, no additional investigation or cleanup measures is anticipated or required.

**STANDARD OF CARE**

Services performed for this project have been conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing in this area under similar budget and time constraints. No warranties, expressed or implied, are made. The material contained in this report is to be considered confidential. Distribution, sale or publication of this report or any part thereof without the expressed written consent of Element Materials Technology St. Paul, Inc. is prohibited. Additional copies of this report and their associated reliance letters may be obtained by contacting Element Materials Technology St. Paul Inc.

**ELEMENT MATERIALS TECHNOLOGY ST. PAUL INC.**

Report Prepared By:

Mike Malinowski, CES  
Certified Environmental Specialist

QA/QC Reviewed by

Mark Straight, PE  
Senior Project Engineer  
MN Reg. No. 41658

9/17/2014  
Date

JEWEL AVENUE NORTH

GOOSE LAKE



KEATS AVENUE  
C.S.A.H. 19

ELEANOR D. HAMMES  
1187 FROST AVENUE  
MAPLEWOOD, MN 55109  
651-774-1761

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October 8, 2015

Mr. Clark Schroeder  
Interim City Administrator  
City of Lake Elmo  
3800 Laverne Avenue North  
Lake Elmo, MN 55042

Re: Hammes Estates  
Final Plat and Development Contract

Dear Mr. Schroeder:

On October 7, 2014, the Lake Elmo City Council approved the Hammes Estates Final Plat and Development Contract for my family's property (Resolution No. 2014-81). Due to various complexities, the Final Plat was not recorded. We are working on the issues and now feel ready to move forward with the project as previously approved.

Accordingly, we are requesting that the City Council extend our Final Plat approval and Development Contract for two years from the original date of approval (until October 7, 2016).

Thank you for your consideration.

Sincerely,

A handwritten signature in blue ink that reads "Eleanor D. Hammes". The signature is written in a cursive style with a large, prominent initial "E".

Eleanor D. Hammes, Owner



## MAYOR AND COUNCIL COMMUNICATION

DATE: 11/4/15  
Regular  
ITEM: #15

**AGENDA ITEM:** Building Department Truck  
**SUBMITTED BY:** Clark Schroeder, Interim City Administrator  
**THROUGH:** Clark Schroeder, Interim City Administrator  
**REVIEWED BY:** Cathy Bendel, Finance Director

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### **SUGGESTED ORDER OF BUSINESS:**

- Introduction of Item..... Interim City Administrator
- Report/Presentation ..... Interim City Administrator
- 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

### **FINANCIAL IMPACT: PURCHASE PRICE OF**

### **BACKGROUND AND STAFF REPORT:**

Staff received two quotes for the purchase of a vehicle for the building department.

A 2016 jeep Compass for \$20,261, and a F150 4x4 for \$22,786.24

When comparing the outright purchase versus lease option on the low bid (Jeep) a 5 year lease based on 5.99% APR would be \$314.06 per month. This is based on no more than 12,000 miles per year which is well within the normal range of the building department. The Residual Value at the end of the lease is estimated at \$9,577.

Another option is to buy the vehicle via a loan from Lake Elmo Bank. They are willing to give us a APR of 1.99 for 5 years with a payment of \$350.46 per month and at the end, the truck would be free and clear.

One of the considerations is if you buy the truck outright you load up one year of budget with the purchase and under weigh the actual cost of doing business during the out years. This provides a clear picture of what the actual expenses are to run a department. On the flip side, in order to accommodate greater accuracy in cost management, you have some sort of finance cost via a lease or a loan. In this case, the cost of money is relativity cheap at 1.99% in order to provide greater cost accounting and have that be a fixed cost of running a department.

**RECOMMENDATIONS:** Staff recommends that the vehicle be purchased with a loan from Lake Elmo Bank at 1.99% for 5 years.



**MAYOR AND COUNCIL COMMUNICATION**

DATE: 11/4/15  
**REGULAR**  
ITEM #: 14  
**MOTION**

**AGENDA ITEM:** RFP request from Parks Commission for Ballpark Redesign  
**SUBMITTED BY:** Clark Schroeder  
**THROUGH:** Clark Schroeder  
**REVIEWED BY:** **Shane Weis**

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**SUGGESTED ORDER OF BUSINESS:**

- Introduction of Item.....Staff
- Report/Presentation .....Staff
- 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

**PUBLIC POLICY BEING SET: THE PUBLIC POLICY BEING SET IS MOVE TO EVALUATE POSSIBLE REDESIGN OF BALLFIELDS DOWNTOWN.**

**SUMMARY AND ACTION REQUESTED:** The Parks Commission is requesting that Parks Funds be utilized to seek out an architect that specializes in redesigning ball fields with a historic theme. The city would issue a RFP requesting proposals to redesign one or both of the ballfields in downtown. This would provide estimations to redo the fields and upgrade them within the next couple years.

Below are some examples of ballfields in Minnesota that have been redesigned with this theme.

**RECOMMENDATION:**

*“Move to issue a RFP for architectural work to redesign the ballfields in the historic downtown”*

**ATTACHMENT(S):** <http://minnesota.cbslocal.com/top-lists/best-amateur-baseball-parks-in-minnesota/>



MAYOR AND COUNCIL COMMUNICATION

DATE: 11/4/15  
**REGULAR**  
ITEM #: 16  
**MOTION**

**AGENDA ITEM:** OP Ordinance Development Discussion  
**SUBMITTED BY:** Clark Schroeder  
**THROUGH:** Clark Schroeder  
**REVIEWED BY:** **Clark Schroeder**

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**SUGGESTED ORDER OF BUSINESS:**

- Introduction of Item.....Staff
- Report/Presentation .....Staff
- 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

**PUBLIC POLICY STATEMENT NONE, DISCUSSION ONLY**

**BACKGROUND AND STAFF REPORT:** Council member Fliflet requested information pertaining to the requirements for Open Space (OP) developments and would like the council to discuss the OP ordinance to see if there is any appetite for adjusting any of the current parameters. Several areas including density, how density is calculated, and minimum acreage are some discussion areas identified.

As an example, one of the requirements is that the development densities are allowed up to .45 dwelling units per buildable acre on 40 acres or 18 homes per 40 acres. One of the questions for council consideration is should the requirement of **buildable** acres be used in the calculation. If the intent/purpose of this type of development is to maintain as much open space as is possible should the requirement be reviewed to include non-buildable land in the 18/40 density? If you had 45 acres with lots of wet lands/ponds on it, say 15 acres your calculation would be as follows,  $(45-15) \times .45 = 13.5$  allowed homes. This equates to a density of .3 homes per acres versus the allowed .45 units per acres. If you included the wetlands in your calculation it would be  $45 \times .45 = 20.25$  units for the development. Ponds/wetlands have to be reviewed by watershed districts and preserved, but this would allow properties which otherwise might not be developed to be reviewed and brought forward to council.

One of the other considerations for council is should this type of development be limited to just 40 acres or more? Should this type of development be allowed on 20 acres parcels?

## OPEN SPACE PRESERVATION

### § 150.175 PURPOSE.

(A) The purpose of open space preservation (OP) is to maintain the rural character of Lake Elmo by preserving agricultural land, woodlands, corridors, and other significant natural features while allowing residential development consistent with the goals and objectives of the city's Comprehensive Plan. This type of development will allow an alternative to large lot, single-family housing and will reduce the cost of constructing and maintaining public facilities and infrastructure.

(B) Protected open space will enhance and preserve the natural character of the community and create distinct neighborhoods.

(Ord. 97-79, passed 5-1-2001)

### § 150.176 INTENT.

(A) It is the intent of the City of Lake Elmo to accomplish the stated purpose of OP by approving a conditional use permit for portions of property currently zoned Agricultural, Rural Residential, and Rural Estate; and by adopting the comprehensive development regulations contained herein.

(B) In return for requiring preserved open space as contained herein; it is the intent of the City of Lake Elmo to allow dwelling unit density that will provide a development density equal to or greater than the prior zoning; AG, Agricultural, RR, Rural Residential, and RE Residential Estate.

(Ord. 97-79, passed 5-1-2001)

### § 150.180 DEVELOPMENT STANDARDS.

(A) OP developments shall comply with the following minimum standards unless modified by 4/5 affirmative votes of the City Council.

(B) (1) *Land area.* Applications for a residential development in the OP District shall meet all the following criteria.

(a) The minimum land area for an OP conditional use permit is a nominal contiguous 40 acres. The ratio of parcel length to width shall not exceed 3 to 1. The total number of dwelling units permitted shall be according to the development density criteria contained in the Comprehensive Plan. The total number of dwelling units within an OP development shall not exceed the density limitations contained in the Comprehensive Plan for OP Districts.

(b) The total preserved open space area within the OP development shall be at least 50% of the total buildable land area, as defined by § 11.01. Areas not meeting the definition of buildable land area shall not be considered to be preserved open space in determining the amount of preserved open space proposed.

(c) Dwelling units shall be grouped so that at least 50% of the buildable land area of the proposed development remains preserved open space. The preserved open space shall consist of agricultural lands, natural habitat, pedestrian corridors, or neighborhood or community recreational areas.

**RECOMMENDATION:**

*No recommendations from staff*

**ATTACHMENT(S):**



**MAYOR AND COUNCIL COMMUNICATION**

DATE: 11/4/15  
**REGULAR**  
ITEM #: 17  
**MOTION**

**AGENDA ITEM:** Parliamentary discussion  
**SUBMITTED BY:** Clark Schroeder  
**THROUGH:** Clark Schroeder  
**REVIEWED BY:** **Clark Schroeder**

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**SUGGESTED ORDER OF BUSINESS:**

- Introduction of Item.....Staff
- Report/Presentation .....Staff
- 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

**PUBLIC POLICY STATEMENT *NO POLICY BEING SET***

**SUMMARY AND ACTION REQUESTED:**

A request was made to research if professional parliamentarians would be available to help guide the Lake Elmo city council meetings.

The League of Minnesota Cities have not gotten back to the Administrator with anyone as of Friday afternoon, they may come back with a recommendation at a later date.

The National Association of Parliamentarians lists a just a few people that list themselves as a parliamentarian ( see the below list). There was small group (5) persons that had meetings about parliamentary procedures in 2014 but have since disbanded. The University of Minnesota used to have a student organization for parliamentarians but have since disbanded. FFA has a presence in this field, training new leaders for our communities, they may have instructors who might be willing to help guide our meetings.

**BACKGROUND AND STAFF REPORT:**

Council can decide to direct the Administrator to hire a parliamentarian for meetings if they so desire. Council could also direct the administrator to vet out prospects and present to the council for interview.



## Ms. Ginny (Virginia) Altman

Professional Registered Parliamentarian  
National Association of Parliamentarians

### Work

771 Gramsie Road  
Shoreview MN 55126  
United States

**Work Phone:** 651 481 0704

**Cell Phone:** 651 592 0704

**Work Email:** [ginialtman@aol.com](mailto:ginialtman@aol.com)

[Close Bio](#)

[Show Map](#) | 

### Biography

I became interested in gaining a knowledge of parliamentary procedure when serving as an officer of a National Dog Club in 1998 and took my first course in parliamentary procedure at the U of Wisconsin, Madison. I also have a background in health care and have completed my MBA. I continued the interest in parliamentary procedure study and advanced through the courses to become a Professional Registered Parliamentarian in 2001. I currently serve National, Regional and State organizations as their Parliamentarian during their Biannual, Annual, and Quarterly meetings as well as writing opinions and assisting with Bylaws. I have worked with Condominium

Associations. I enjoy working with the Boards and membership of the various organizations that I serve. It is my custom to prepare in advance by reviewing the organizations rules, bylaws and overall objectives. I am agreeable to being available to the members for questions before and after the meeting. I strive, in advance, to gain an understanding of the issues and establish a mutually agreeable method of communication with the president to offer discreet assistance in parliamentary law during the meetings and conventions. I focus on the intent of the business at hand and avoiding difficulties that can arise, rather than citing minor deviations or precise language while the meeting is progressing to everyone's satisfaction.





## Mrs. Patricia Reymann

Professional Registered Parliamentarian

### Work

526 Chapel Lane  
St. Paul MN 55121  
USA

Work Phone: 651.454.4702

Work Email: [patreymann@comcast.net](mailto:patreymann@comcast.net)

[Close Bio](#)

[Show Map](#) | 

### Biography

As a Professional Registered Parliamentarian since 2002, I have served over two dozen local, national and international clients. Since teaching is my forte, I am able to explain the intricacies of Parliamentary Procedure in a way that is useful and understandable. Located in a suburb of St. Paul, I am close to the airport and the three largest cities in Minnesota. Whether as a consultant, teacher or meeting script-writer, I would be pleased to assist you and your organization with your parliamentary needs.





## Kevin D Wendt

PRP

Work

6232 5th Avenue South  
Richfield MN 55423

Cell Phone: 612-209-2022

Work Email: [info@kdwconsulting.com](mailto:info@kdwconsulting.com)

Personal Email: [wend0144@umn.edu](mailto:wend0144@umn.edu)



Website: [KDW Consulting](#)

[Close Bio](#)

[Show Map](#) |

### Biography

Kevin Wendt, PRP

Kevin Wendt is a Professional Registered Parliamentarian (PRP) with the Minnesota State Association of Parliamentarians. He joined the National Association of Parliamentarians in 2009 and became a PRP at the National Training Conference in St. Paul in 2010.

Kevin is Principal Instructor in the Web Programming and Database Development program at Dunwoody College of Technology in Minneapolis, MN. As the only full-time faculty in the program, he teaches in several topic areas, advises all students in the program, creates curriculum, schedules courses, coordinates adjunct faculty in the program, and acts as career liaison for the college. He was awarded the 2011 Outstanding Academic Innovation award for his contributions to the program, including setting up mock interviews for the students with technology recruiters working in the field.

Kevin works as an Amateur Softball Association (ASA) umpire for the Minneapolis Park & Rec Board, officiating at men's, women's, and co-ed adult softball league games from April through September each year. Over the coming Labor Day weekend, he will be working his second national championship tournament in Springfield, MO.

Kevin served as President for both the Minnesota State Association and his local unit, Northern Lights Parliamentarians, from May 2011 – May 2013. He is currently chairman of the Webinar Subcommittee, has served as Assistant Webmaster for NAP, as well as being a member of a few special committees at the national level. Kevin also served for two years as presiding officer of the student body legislature at the University of Minnesota, at the time, the 2<sup>nd</sup> largest undergraduate student body in the country. He spent over 6 years in student governance in various positions. Not wanting to lose the impact of the experience he had gained, he sought out a way to continue his involvement with RONR and found NAP.

In June 2012, Kevin began work on his Ph.D. in Computer Science at the University of Minnesota. He has enjoyed his courses in Advanced Algorithms and despised those in Data Mining. He has begun his research in the area of software engineering, hoping to complete his doctorate by researching the needs and best delivery methods for software engineering skill training in industry.

Kevin and Elizabeth were married on November 11<sup>th</sup> (11-11-11), and they live in Richfield, MN (just outside of Minneapolis), with their first child, Elliott, and puppy, Duncan.



## Ms Darleen A Harens

National Association of Parliamentarians

### Work

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[Show Map](#) | 



**MAYOR AND COUNCIL COMMUNICATION**

DATE: 11/4/15  
**REGULAR**  
ITEM #: 18  
**MOTION**

**AGENDA ITEM:** RFP for Engineering and Legal services  
**SUBMITTED BY:** Clark Schroeder  
**THROUGH:** Clark Schroeder  
**REVIEWED BY:** **Clark Schroeder**

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**SUGGESTED ORDER OF BUSINESS:**

- Introduction of Item.....Staff
- Report/Presentation .....Staff
- 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

**PUBLIC POLICY STATEMENT NO POLICY STATEMENT**

**SUMMARY AND ACTION REQUESTED:**

A request has been made by a council member to issue a RFP for Engineering and Legal Services for Lake Elmo with an effective adoption of 1/1/16.

**BACKGROUND AND STAFF REPORT:**

The history of Lake Elmo contracting for Engineering services is one of longevity. For 37 years, Lake Elmo contracted with TKDA. Due to issues outside of the control of Lake Elmo, in 2011 that relationship ended. At that point, Lake Elmo started contracting with Focus Engineering. For legal services, Lake Elmo has been working with Mr. Snyder through two different law firms for a number of years. The current law firm is Johnson & Turner. Needless to say, continuity for these services is important to a city with high staff turnover and should be weighed in any decision the council makes. If the council votes to put out RFP's, staff would seek out templates from other cities that have done this so we don't have to start from scratch. Staff would send this out via the League of Minnesota Cities.

**RECOMMENDATION:**

*This is a city council decision so two option are proposed.*

***“Move to direct staff to issue RFP’s for engineering and legal services for 2016”***

***“Move to not issue RPF’s for engineering and legal services for 2016”***

**ATTACHMENT(S):**

# JOHNSON / TURNER

— L E G A L —

October 30, 2015

Mike Pearson  
2805 Lisbon Avenue North  
Lake Elmo, MN 55042

Justin Bloyer  
8881 Jane Road North  
Lake Elmo, MN 55042

Julie Fliflet  
4577 Lily Avenue North  
Lake Elmo, MN 55042

Jill Lundgren  
8282 Hidden Bay Court North  
Lake Elmo, MN 55042

Anne Smith  
12153 Marquess Lane North  
Lake Elmo, MN 55042

Re: Interim Administrator Contract

Dear Council:

Pursuant to request, enclosed herewith is the Interim Administrator Contract. It was signed in July and provides that the appointment is anticipated to be no longer than six (6) months (as interim). The Council may wish to give consideration to what it wishes to do on a go forward basis.

Should you have any questions or any direction here, please let us know. Thank you.

Sincerely,  
JOHNSON/TURNER LEGAL



David K. Snyder  
DKS/mah

Enclosure

## INTERIM CITY ADMISTRATOR EMPLOYMENT AGREEMENT

THIS AGREEMENT made this 21st day of July, 2015 by and between the CITY OF LAKE ELMO, a Minnesota municipal corporation ("Employer"), and Clark Schroeder ("Employee").

The parties agree as follows:

1. **POSITION.** Employer agrees to employ Employee as its Interim Full Time City Administrator. Employee agrees to serve as Interim City Administrator in accordance with state statutes and City ordinances and to perform such other legally permissible and proper duties and functions as the City Council shall from time to time assign.

2. **TERM.** Employee is retained as the City's Interim City Administrator until such time as a regular City Administrator is appointed, which is anticipated to be no longer than 6 (six) months. The City may terminate the Employee with or without cause at any time with fourteen days prior notice to the Employee and the Employee may terminate his employment at any time with fourteen working days prior notice to the Employer.

3. **PENSION PLAN.** Employer shall contribute to PERA as required by State law.

4. **SALARY.** Employer shall pay Employee a salary of \$1,650.00 per week (\$41.25/hour), subject to withholding required by State and Federal law for taxes, FICA, Medicare, PERA and the like. Both parties recognize this amount is not equivalent to the full-current salary for the City Administrator position, and if the Employee is selected as the permanent City Administrator the wages and benefits negotiated will be equivalent to the full current salary for the City Administrator position, or commensurate with those paid by other local cities of similar size and scope.

5. **BENEFITS.** Employee shall receive benefits of the same type and kind offered routinely to other employees.

6. **HOLIDAYS.** Employer shall provide Employee the same paid holidays observed by other non-union employees.

7. **AUTOMOBILE.** Employee shall be reimbursed on a per mile basis at the IRS allowed deduction rate for the use of his personal automobile for Employer business.

8. **GENERAL EXPENSES.** Employer shall reimburse Employee miscellaneous job related expenses which it is anticipated Employee will incur from time to time when provided appropriate documentation.

9. **HOURS OF WORK.** It is understood that the position of Interim City Administrator requires attendance at evening meetings and occasionally at weekend meetings. It is understood by Employee that additional compensation and compensatory time shall not be allowed for such additional expenditures of time. It is further understood that Employee will absent himself from the office to a reasonable extent in consideration of extraordinary time expenditures for evening and weekend meetings at other than normal working hours.

10. **INDEMNIFICATION.** Employer shall defend and indemnify Employee to the extent required by Minn. Stat. § 466.07 and § 465.76.

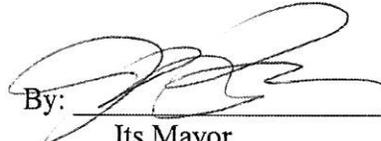
11. **PAID TIME OFF.** Employee shall be allowed five (5) days of paid time off taken periodically, not as 5 consecutive days.

This agreement shall supersede any previous agreements and oral understandings between the parties and may not be amended except in writing, signed by both parties. In the event of any conflict between this agreement and the Employee Handbook, this agreement shall take precedence.

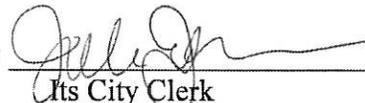
IN WITNESS WHEREOF, Employer has caused this Agreement to be signed and executed on its behalf by its Mayor and City Clerk, and Employee has signed this Agreement, in duplicate, the day and year first written above.

**EMPLOYER:  
CITY OF LAKE ELMO**

Dated: 7-21-15

By:   
Its Mayor

Dated: 7-21-15

By:   
Its City Clerk

**EMPLOYEE:**

Dated: 7-21-15

  
Interim City Administrator



**MAYOR AND COUNCIL COMMUNICATION**

DATE: 11/4/15  
**REGULAR**  
ITEM #: 20

**AGENDA ITEM:** Proforma Discussion  
**SUBMITTED BY:** Clark Schroeder  
**THROUGH:** Clark Schroeder  
**REVIEWED BY:** **Clark Schroeder**

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**SUGGESTED ORDER OF BUSINESS:**

- Introduction of Item.....Staff
- Report/Presentation .....Staff
- 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

**BACKGROUND AND STAFF REPORT:**

The administrator will address council questions that were raised from the meeting on 10/20/15 concerning the proforma