



MAYOR & COUNCIL COMMUNICATION

DATE: April 19, 2016
REGULAR
ITEM #17

AGENDA ITEM: 2016 Street Improvements – Adopt Resolution 2016-31

SUBMITTED BY: Julie Johnson, City Clerk

THROUGH: Sarah Sonsalla, City Attorney

REVIEWED BY: Cathy Bendel, Finance Director
Kristina Handt, City Administrator

POLICY RECOMMENDER: City Clerk & Finance Director

FISCAL IMPACT: Passage of this Resolution allows the City to bond for the project. Should this item not be approved, alternative financing of \$1.2M would be required as the project has been approved for construction.

SUMMARY AND ACTION REQUESTED: The City Council adopted Resolution 2015-82 on November 4, 2015 with the following motions:

Councilmember Bloyer, seconded by Councilmember Smith, moved TO AMEND RESOLUTION 2015-82 TO INCLUDE STONEGATE AND KIRKWOOD AREAS AND REMOVE THE KELVIN AVENUE AREA FROM THE PROJECT. MOTION PASSED 5 – 0.

Councilmember Lundgren, seconded by Councilmember Smith, moved TO ADOPT 2015-82 ORDERING THE 2016 STREET, DRAINAGE AND UTILITY IMPROVEMENTS AND THE PREPARATION OF PLANS AND SPECIFICATIONS AS AMENDED, WITH REMOVAL OF THE 6” WATER MAIN LATERAL TO THE EAST, AND TO AMEND THE WATER LATERAL ASSESSMENT TO \$2,900 WITH AN ADDITIONAL \$2,900 DEFERRED TO THE TIME OF CONNECTION. MOTION PASSED 3 – 2. (Bloyer, Fliflet – Nay)

The motion adopting the Resolution required a 4/5 vote to pass per state statute and the City's bond counsel cannot include this project in the 2016 Capital Improvement Financing Plan on the 4/19/16 agenda without a new Resolution in support of the project passed by a 4/5 vote.

Resolution 2016-31 has been prepared to approve the project and rescind Resolution 2015-82. The Council approved bids and awarded the contract for this project at the April 5, 2016 City Council meeting and the project is ready for construction.

RECOMMENDATION:

“Motion to adopt Resolution 2016-31 Ordering the Improvement and Preparation of Plans and Specifications for the 2016 Street, Drainage and Utility Improvements.”

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

RESOLUTION NO. 2016-31

**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 6th 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 4th 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 19th day of April, 2016.
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.
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.
6. The engineer and his consultants shall oversee the preparation of the Plans and Specifications for the making of such improvement.
7. City Council Resolution No. 2015-82, adopted on November 4, 2015, is hereby rescinded.

**ADOPTED BY THE LAKE ELMO CITY COUNCIL ON THE 19th DAY OF APRIL,
2016.**

CITY OF LAKE ELMO

By: _____
Mike Pearson
Mayor

(Seal)
ATTEST:

Julie Johnson
City Clerk



MAYOR & COUNCIL COMMUNICATION

DATE: 04/19/2016

REGULAR \$\$

ITEM # 18

AGENDA ITEM: 2016 Capital Improvement Financing Plan; Presentation of Financing Plan of G.O. Bonds, Series 2016A; Approval of the issuance of G.O. Bonds, Series 2016A

SUBMITTED BY: Cathy Bendel, Finance Director

THROUGH: Tammy Omdal, Senior Vice President, Northland Securities

REVIEWED BY: Kristina Handt, City Administrator
Finance Committee

SUGGESTED ORDER OF BUSINESS:

- Questions from Council to Staff Mayor Facilitates
- Report/Presentations.....City Staff, Northland Securities
- Questions from Council to Staff.....Mayor Facilitates
- Public Input, if Appropriate.....Mayor Facilitates
- Call for Motion Mayor & City Council
- Discussion Mayor & City Council
- Action on Motion..... Mayor Facilitates

POLICY RECOMMENDER: Finance Committee

FISCAL IMPACT:

City responsibility for the debt service on the issuance of \$9,860,000 of new debt as presented in the Financing Plan.

SUMMARY AND ACTION REQUESTED:

Throughout 2015 and early 2016, various projects have been brought to City Council and have been approved to move forward. The updated 2016 CIP listing was reviewed in detail by the Finance Committee on April 12, 2016 resulting in the 2016A bonding recommendation. This Financing Plan represents the financing needs based on those approved projects and recommendations.

STAFF REPORT: Tammy Omdal, Senior Vice President with Northland Securities will present the report and respond to inquiries.

RECOMMENDATION:

It is recommended that the City Council approve Resolution 2016-28 authorizing the issuance and sale of \$9,860,000 in General Obligation Bonds, Series 2016A.

“Move to approve Resolution 2016-28 authorizing the issuance and sale of General Obligation Bonds, Series 2016A in the amount of \$9,860,000”

ATTACHMENT(S):

1. Northland Securities Finance Plan Summary for G.O. Bonds, Series 2016A
2. Certificate of Minutes and Resolution 2016-28 Authorizing the Issuance and Sale of G.O. Bonds, Series 2016A
3. Municipal Advisors Services Agreement with Northland Services, Inc. for services related to the 2016A bond issuance

FINANCE PLAN SUMMARY

FOR

CITY OF LAKE ELMO, MINNESOTA

\$9,860,000

GENERAL OBLIGATION BONDS, SERIES 2016A



45 South 7th Street
Suite 2000
Minneapolis, MN 55402
612-851-5900 800-851-2920

April 19, 2016

City of Lake Elmo, Minnesota
\$9,860,000
General Obligation Bonds, Series 2016A

Financing Overview

The Bonds will be issued pursuant to Minnesota Statutes, Chapter 444, 429, and 475 to finance the following projects:

- Street improvements to the Kirkwood, Stonegate, and Kelvin Ave. Projects
- Water, sewer and storm water utility improvements
- Street improvements to Lake Elmo Avenue/Downtown area

Information on the project costs to be financed was provided by City staff. The net financing requirement for these projects is \$9,860,000 inclusive of all project and financing costs. A detailed illustration of the sources and uses of funds is presented in Appendix A.

The Bonds will be a general obligation of the City. However, the City anticipates paying debt service from a combination of special assessment revenue, water, sewer, storm water utility revenues, and a debt service tax levy. The assumptions on special assessments and utility contributions were provided by the City staff. Northland has not conducted a review or evaluation of these assumptions.

The total principal and interest estimate assumes an average coupon of 1.88% and is shown in Exhibit B.

The debt service fund and cash flow projection for each of the portions (or purposes) is illustrated in Exhibits C1 through C8.

Structure and Security

Improvement Portion (Kirkwood, Stonegate, and Kelvin Ave. Street Projects)

The Street Improvement Portion assumes \$1,142,080 in project costs and is expected to be paid from special assessment revenues filed in 2016 for first collection in 2017 in the amount of \$533,880 for a term of 10 years at a rate 2.00% over the bond rate.

Water Utility Portion

The Water Utility Portion assumes \$3,256,328 in project costs and is expected to be paid entirely from water utility revenues.

Storm Water Utility Portion

The Storm Water Utility Portion assumes \$2,796,107 in project costs and is expected to be paid entirely from storm water utility revenues.

Lake Elmo Avenue/Downtown Area Street Improvement Portion

The Downtown Improvement Portion assumes \$1,611,432 in project costs and is expected to be paid from special assessment revenues filed in 2016 for first collection in 2017 in the amount of \$470,394 for a term of 10 years at a rate 2.00% over the bond rate.

Sewer Utility Portion

The Sewer Utility Portion assumes \$870,649 in project costs and is expected to be paid from sewer utility revenues. Special assessments will be used to reduce pledged sewer revenues for debt service. Special assessments have been filed in 2016 for first collection in 2017 in the amount of \$592,066 for a term of 20 years at a rate 2.00% over the bond rate. The debt attributable to this portion will be amortized over 15 years.

Related Considerations

- *Bank Qualified* - because total tax-exempt debt issued by the City in calendar year 2016 is expected to be less than \$10 million, the Bonds will be designated as “bank qualified” obligations pursuant to Federal Tax Law. The impact of this designation may result in slightly lower interest rates since banking institutions will be interested in purchasing the Bonds. We have adjusted the estimated interest rates accordingly.
- *Arbitrage Compliance* -
 - Project/Construction Fund - All tax exempt issues are subject to federal rebate requirements which require all arbitrage earned to be rebated to the U.S. Treasury. However, there are exemptions available if the City meets certain criteria. The rebate exemption the City expects to qualify for is the 24 Month Expenditure Exemption.
 - Debt Service Fund - The City must maintain a bona fide debt service fund for the bonds or be subject to yield restriction in the debt service fund. A bona fide debt service fund involves an equal matching of revenues to debt service expense with a balance forward permitted equal to the greater of the investment earnings in the fund during that year or 1/12 of the debt service of that year.

The City should become familiar with the various Arbitrage Compliance requirements for this bond issue. The Resolution explains the requirements in greater detail. We are also available to assist the City in meeting these requirements.

- *Book Entry* - The Bonds will be *global book entry with a bank designated as the paying agent*. As “paperless” certificates, you will avoid the cost of bond printing and annual registrar charges. The Paying Agent will invoice you for the interest semiannually and on an annual basis for the principal coming due.
- *Continuing Disclosure* - Because the City’s outstanding debt exceeds \$10 million, it is subject to the Securities and Exchange Commission’s continuing disclosure requirements. Northland Securities is prepared to assist the City in this capacity

EXHIBIT A

Sources and Uses

	Improvement Portion	Water Portion	Storm Water Portion
Sources Of Funds			
Par Amount of Bonds	\$1,175,000.00	\$3,310,000.00	\$2,840,000.00
Total Sources	\$1,175,000.00	\$3,310,000.00	\$2,840,000.00
Uses Of Funds			
Total Underwriter's Discount (1.000%)	11,750.00	33,100.00	28,400.00
Costs of Issuance	6,924.86	19,507.51	16,737.57
Deposit to Capitalized Interest (CIF) Fund	10,451.78	-	-
Deposit to Project Construction Fund	1,142,080.00	3,256,328.00	2,796,107.00
Rounding Amount	3,793.36	1,064.49	(1,244.57)
Total Uses	\$1,175,000.00	\$3,310,000.00	\$2,840,000.00

	DT/Street Improvement	Sewer Portion	Issue Summary
Sources Of Funds			
Par Amount of Bonds	\$1,650,000.00	\$885,000.00	\$9,860,000.00
Total Sources	\$1,650,000.00	\$885,000.00	\$9,860,000.00
Uses Of Funds			
Total Underwriter's Discount (1.000%)	16,500.00	8,850.00	98,600.00
Costs of Issuance	9,724.30	5,215.76	58,110.00
Deposit to Capitalized Interest (CIF) Fund	14,676.67	-	25,128.45
Deposit to Project Construction Fund	1,611,432.00	870,649.00	9,676,596.00
Rounding Amount	(2,332.97)	285.24	1,565.55
Total Uses	\$1,650,000.00	\$885,000.00	\$9,860,000.00

EXHIBIT B

Total Debt Service

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
06/01/2016	-	-	-	-	-
01/15/2017	-	-	100,745.56	100,745.56	100,745.56
07/15/2017	-	-	80,956.25	80,956.25	-
01/15/2018	690,000.00	0.850%	80,956.25	770,956.25	851,912.50
07/15/2018	-	-	78,023.75	78,023.75	-
01/15/2019	695,000.00	1.000%	78,023.75	773,023.75	851,047.50
07/15/2019	-	-	74,548.75	74,548.75	-
01/15/2020	710,000.00	1.150%	74,548.75	784,548.75	859,097.50
07/15/2020	-	-	70,466.25	70,466.25	-
01/15/2021	710,000.00	1.250%	70,466.25	780,466.25	850,932.50
07/15/2021	-	-	66,028.75	66,028.75	-
01/15/2022	725,000.00	1.350%	66,028.75	791,028.75	857,057.50
07/15/2022	-	-	61,135.00	61,135.00	-
01/15/2023	730,000.00	1.450%	61,135.00	791,135.00	852,270.00
07/15/2023	-	-	55,842.50	55,842.50	-
01/15/2024	745,000.00	1.600%	55,842.50	800,842.50	856,685.00
07/15/2024	-	-	49,882.50	49,882.50	-
01/15/2025	755,000.00	1.700%	49,882.50	804,882.50	854,765.00
07/15/2025	-	-	43,465.00	43,465.00	-
01/15/2026	770,000.00	1.850%	43,465.00	813,465.00	856,930.00
07/15/2026	-	-	36,342.50	36,342.50	-
01/15/2027	780,000.00	1.950%	36,342.50	816,342.50	852,685.00
07/15/2027	-	-	28,737.50	28,737.50	-
01/15/2028	490,000.00	2.050%	28,737.50	518,737.50	547,475.00
07/15/2028	-	-	23,715.00	23,715.00	-
01/15/2029	500,000.00	2.150%	23,715.00	523,715.00	547,430.00
07/15/2029	-	-	18,340.00	18,340.00	-
01/15/2030	510,000.00	2.250%	18,340.00	528,340.00	546,680.00
07/15/2030	-	-	12,602.50	12,602.50	-
01/15/2031	520,000.00	2.350%	12,602.50	532,602.50	545,205.00
07/15/2031	-	-	6,492.50	6,492.50	-
01/15/2032	530,000.00	2.450%	6,492.50	536,492.50	542,985.00
Total	\$9,860,000.00	-	\$1,513,903.06	\$11,373,903.06	-

Date And Term Structure

Dated	6/01/2016
Delivery Date	6/01/2016
First Coupon Date	1/15/2017
First available call date	1/15/2024
Average Coupon	1.8823761%
Net Interest Cost (NIC)	2.0049746%
True Interest Cost (TIC)	2.0032044%

EXHIBIT C1
Improvement Portion (Kirkwood, Stonegate, and Kelvin Street Projects)
Debt Service

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
06/01/2016	-	-	-	-	-
01/15/2017	-	-	10,451.78	10,451.78	10,451.78
07/15/2017	-	-	8,398.75	8,398.75	-
01/15/2018	110,000.00	0.850%	8,398.75	118,398.75	126,797.50
07/15/2018	-	-	7,931.25	7,931.25	-
01/15/2019	110,000.00	1.000%	7,931.25	117,931.25	125,862.50
07/15/2019	-	-	7,381.25	7,381.25	-
01/15/2020	115,000.00	1.150%	7,381.25	122,381.25	129,762.50
07/15/2020	-	-	6,720.00	6,720.00	-
01/15/2021	115,000.00	1.250%	6,720.00	121,720.00	128,440.00
07/15/2021	-	-	6,001.25	6,001.25	-
01/15/2022	115,000.00	1.350%	6,001.25	121,001.25	127,002.50
07/15/2022	-	-	5,225.00	5,225.00	-
01/15/2023	120,000.00	1.450%	5,225.00	125,225.00	130,450.00
07/15/2023	-	-	4,355.00	4,355.00	-
01/15/2024	120,000.00	1.600%	4,355.00	124,355.00	128,710.00
07/15/2024	-	-	3,395.00	3,395.00	-
01/15/2025	120,000.00	1.700%	3,395.00	123,395.00	126,790.00
07/15/2025	-	-	2,375.00	2,375.00	-
01/15/2026	125,000.00	1.850%	2,375.00	127,375.00	129,750.00
07/15/2026	-	-	1,218.75	1,218.75	-
01/15/2027	125,000.00	1.950%	1,218.75	126,218.75	127,437.50
Total	\$1,175,000.00	-	\$116,454.28	\$1,291,454.28	-

EXHIBIT C2
Improvement Portion (Kirkwood, Stonegate, and Kelvin Street Projects)
Revenue vs Debt Service

Date	Total P+I	CIF	105% Levy	Special	City Net Levy	Levy Year	Collection Year
				Assessment Revenue*			
01/15/2017	10,451.78	(10,451.78)	-	-	-	-	-
01/15/2018	126,797.50	-	133,137.38	64,471.84	68,665.54	2016	2017
01/15/2019	125,862.50	-	132,155.63	64,471.85	67,683.78	2017	2018
01/15/2020	129,762.50	-	136,250.63	64,471.84	71,778.79	2018	2019
01/15/2021	128,440.00	-	134,862.00	64,471.85	70,390.15	2019	2020
01/15/2022	127,002.50	-	133,352.63	64,471.85	68,880.78	2020	2021
01/15/2023	130,450.00	-	136,972.50	64,471.84	72,500.66	2021	2022
01/15/2024	128,710.00	-	135,145.50	64,471.85	70,673.65	2022	2023
01/15/2025	126,790.00	-	133,129.50	64,471.85	68,657.65	2023	2024
01/15/2026	129,750.00	-	136,237.50	64,471.84	71,765.66	2024	2025
01/15/2027	127,437.50	-	133,809.38	64,471.84	69,337.54	2025	2026
Total	\$1,291,454.28	(10,451.78)	\$1,345,052.63	\$644,718.45	\$700,334.18		

*Special Assessments total \$533,880 spread in even payments over 10 years at 3.50% (2.00% above bond rate).

EXHIBIT C3
Water Utility Portion
Debt Service

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
06/01/2016	-	-	-	-	-
01/15/2017	-	-	35,583.33	35,583.33	35,583.33
07/15/2017	-	-	28,593.75	28,593.75	-
01/15/2018	200,000.00	0.850%	28,593.75	228,593.75	257,187.50
07/15/2018	-	-	27,743.75	27,743.75	-
01/15/2019	200,000.00	1.000%	27,743.75	227,743.75	255,487.50
07/15/2019	-	-	26,743.75	26,743.75	-
01/15/2020	205,000.00	1.150%	26,743.75	231,743.75	258,487.50
07/15/2020	-	-	25,565.00	25,565.00	-
01/15/2021	205,000.00	1.250%	25,565.00	230,565.00	256,130.00
07/15/2021	-	-	24,283.75	24,283.75	-
01/15/2022	210,000.00	1.350%	24,283.75	234,283.75	258,567.50
07/15/2022	-	-	22,866.25	22,866.25	-
01/15/2023	210,000.00	1.450%	22,866.25	232,866.25	255,732.50
07/15/2023	-	-	21,343.75	21,343.75	-
01/15/2024	215,000.00	1.600%	21,343.75	236,343.75	257,687.50
07/15/2024	-	-	19,623.75	19,623.75	-
01/15/2025	220,000.00	1.700%	19,623.75	239,623.75	259,247.50
07/15/2025	-	-	17,753.75	17,753.75	-
01/15/2026	220,000.00	1.850%	17,753.75	237,753.75	255,507.50
07/15/2026	-	-	15,718.75	15,718.75	-
01/15/2027	225,000.00	1.950%	15,718.75	240,718.75	256,437.50
07/15/2027	-	-	13,525.00	13,525.00	-
01/15/2028	230,000.00	2.050%	13,525.00	243,525.00	257,050.00
07/15/2028	-	-	11,167.50	11,167.50	-
01/15/2029	235,000.00	2.150%	11,167.50	246,167.50	257,335.00
07/15/2029	-	-	8,641.25	8,641.25	-
01/15/2030	240,000.00	2.250%	8,641.25	248,641.25	257,282.50
07/15/2030	-	-	5,941.25	5,941.25	-
01/15/2031	245,000.00	2.350%	5,941.25	250,941.25	256,882.50
07/15/2031	-	-	3,062.50	3,062.50	-
01/15/2032	250,000.00	2.450%	3,062.50	253,062.50	256,125.00
Total	\$3,310,000.00	-	\$580,730.83	\$3,890,730.83	-

EXHIBIT C4
Storm Water Utility Portion
Debt Service

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
06/01/2016	-	-	-	-	-
01/15/2017	-	-	30,534.00	30,534.00	30,534.00
07/15/2017	-	-	24,536.25	24,536.25	-
01/15/2018	170,000.00	0.850%	24,536.25	194,536.25	219,072.50
07/15/2018	-	-	23,813.75	23,813.75	-
01/15/2019	175,000.00	1.000%	23,813.75	198,813.75	222,627.50
07/15/2019	-	-	22,938.75	22,938.75	-
01/15/2020	175,000.00	1.150%	22,938.75	197,938.75	220,877.50
07/15/2020	-	-	21,932.50	21,932.50	-
01/15/2021	175,000.00	1.250%	21,932.50	196,932.50	218,865.00
07/15/2021	-	-	20,838.75	20,838.75	-
01/15/2022	180,000.00	1.350%	20,838.75	200,838.75	221,677.50
07/15/2022	-	-	19,623.75	19,623.75	-
01/15/2023	180,000.00	1.450%	19,623.75	199,623.75	219,247.50
07/15/2023	-	-	18,318.75	18,318.75	-
01/15/2024	185,000.00	1.600%	18,318.75	203,318.75	221,637.50
07/15/2024	-	-	16,838.75	16,838.75	-
01/15/2025	185,000.00	1.700%	16,838.75	201,838.75	218,677.50
07/15/2025	-	-	15,266.25	15,266.25	-
01/15/2026	190,000.00	1.850%	15,266.25	205,266.25	220,532.50
07/15/2026	-	-	13,508.75	13,508.75	-
01/15/2027	195,000.00	1.950%	13,508.75	208,508.75	222,017.50
07/15/2027	-	-	11,607.50	11,607.50	-
01/15/2028	200,000.00	2.050%	11,607.50	211,607.50	223,215.00
07/15/2028	-	-	9,557.50	9,557.50	-
01/15/2029	200,000.00	2.150%	9,557.50	209,557.50	219,115.00
07/15/2029	-	-	7,407.50	7,407.50	-
01/15/2030	205,000.00	2.250%	7,407.50	212,407.50	219,815.00
07/15/2030	-	-	5,101.25	5,101.25	-
01/15/2031	210,000.00	2.350%	5,101.25	215,101.25	220,202.50
07/15/2031	-	-	2,633.75	2,633.75	-
01/15/2032	215,000.00	2.450%	2,633.75	217,633.75	220,267.50
Total	\$2,840,000.00	-	\$498,381.50	\$3,338,381.50	-

EXHIBIT C5
Lake Elmo Avenue/Downtown Street Improvement Portion
Debt Service

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
06/01/2016	-	-	-	-	-
01/15/2017	-	-	14,676.67	14,676.67	14,676.67
07/15/2017	-	-	11,793.75	11,793.75	-
01/15/2018	155,000.00	0.850%	11,793.75	166,793.75	178,587.50
07/15/2018	-	-	11,135.00	11,135.00	-
01/15/2019	155,000.00	1.000%	11,135.00	166,135.00	177,270.00
07/15/2019	-	-	10,360.00	10,360.00	-
01/15/2020	160,000.00	1.150%	10,360.00	170,360.00	180,720.00
07/15/2020	-	-	9,440.00	9,440.00	-
01/15/2021	160,000.00	1.250%	9,440.00	169,440.00	178,880.00
07/15/2021	-	-	8,440.00	8,440.00	-
01/15/2022	165,000.00	1.350%	8,440.00	173,440.00	181,880.00
07/15/2022	-	-	7,326.25	7,326.25	-
01/15/2023	165,000.00	1.450%	7,326.25	172,326.25	179,652.50
07/15/2023	-	-	6,130.00	6,130.00	-
01/15/2024	170,000.00	1.600%	6,130.00	176,130.00	182,260.00
07/15/2024	-	-	4,770.00	4,770.00	-
01/15/2025	170,000.00	1.700%	4,770.00	174,770.00	179,540.00
07/15/2025	-	-	3,325.00	3,325.00	-
01/15/2026	175,000.00	1.850%	3,325.00	178,325.00	181,650.00
07/15/2026	-	-	1,706.25	1,706.25	-
01/15/2027	175,000.00	1.950%	1,706.25	176,706.25	178,412.50
Total	\$1,650,000.00	-	\$163,529.17	\$1,813,529.17	-

EXHIBIT C6
Lake Elmo Avenue/ Downtown Street Improvement Portion
Revenue vs Debt Service

Date	Total P+I	CIF	105% Levy	Special	City Net Levy	Levy Year	Collection Year
				Assessment Revenue*			
01/15/2017	14,676.67	(14,676.67)	-	-	-	-	-
01/15/2018	178,587.50	-	187,516.88	56,805.22	130,711.66	2016	2017
01/15/2019	177,270.00	-	186,133.50	56,805.21	129,328.29	2017	2018
01/15/2020	180,720.00	-	189,756.00	56,805.22	132,950.78	2018	2019
01/15/2021	178,880.00	-	187,824.00	56,805.20	131,018.80	2019	2020
01/15/2022	181,880.00	-	190,974.00	56,805.22	134,168.78	2020	2021
01/15/2023	179,652.50	-	188,635.13	56,805.21	131,829.92	2021	2022
01/15/2024	182,260.00	-	191,373.00	56,805.22	134,567.78	2022	2023
01/15/2025	179,540.00	-	188,517.00	56,805.21	131,711.79	2023	2024
01/15/2026	181,650.00	-	190,732.50	56,805.22	133,927.28	2024	2025
01/15/2027	178,412.50	-	187,333.13	56,805.21	130,527.92	2025	2026
Total	\$1,813,529.17	(14,676.67)	\$1,888,795.13	\$568,052.14	\$1,320,742.99		

*Special Assessments total \$470,394 spread in even payments over 10 years at 3.50% (2.00% above bond rate).

EXHIBIT C7
Sewer Utility Portion
Debt Service

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
06/01/2016	-	-	-	-	-
01/15/2017	-	-	9,499.78	9,499.78	9,499.78
07/15/2017	-	-	7,633.75	7,633.75	-
01/15/2018	55,000.00	0.850%	7,633.75	62,633.75	70,267.50
07/15/2018	-	-	7,400.00	7,400.00	-
01/15/2019	55,000.00	1.000%	7,400.00	62,400.00	69,800.00
07/15/2019	-	-	7,125.00	7,125.00	-
01/15/2020	55,000.00	1.150%	7,125.00	62,125.00	69,250.00
07/15/2020	-	-	6,808.75	6,808.75	-
01/15/2021	55,000.00	1.250%	6,808.75	61,808.75	68,617.50
07/15/2021	-	-	6,465.00	6,465.00	-
01/15/2022	55,000.00	1.350%	6,465.00	61,465.00	67,930.00
07/15/2022	-	-	6,093.75	6,093.75	-
01/15/2023	55,000.00	1.450%	6,093.75	61,093.75	67,187.50
07/15/2023	-	-	5,695.00	5,695.00	-
01/15/2024	55,000.00	1.600%	5,695.00	60,695.00	66,390.00
07/15/2024	-	-	5,255.00	5,255.00	-
01/15/2025	60,000.00	1.700%	5,255.00	65,255.00	70,510.00
07/15/2025	-	-	4,745.00	4,745.00	-
01/15/2026	60,000.00	1.850%	4,745.00	64,745.00	69,490.00
07/15/2026	-	-	4,190.00	4,190.00	-
01/15/2027	60,000.00	1.950%	4,190.00	64,190.00	68,380.00
07/15/2027	-	-	3,605.00	3,605.00	-
01/15/2028	60,000.00	2.050%	3,605.00	63,605.00	67,210.00
07/15/2028	-	-	2,990.00	2,990.00	-
01/15/2029	65,000.00	2.150%	2,990.00	67,990.00	70,980.00
07/15/2029	-	-	2,291.25	2,291.25	-
01/15/2030	65,000.00	2.250%	2,291.25	67,291.25	69,582.50
07/15/2030	-	-	1,560.00	1,560.00	-
01/15/2031	65,000.00	2.350%	1,560.00	66,560.00	68,120.00
07/15/2031	-	-	796.25	796.25	-
01/15/2032	65,000.00	2.450%	796.25	65,796.25	66,592.50
Total	\$885,000.00	-	\$154,807.28	\$1,039,807.28	-

EXHIBIT C8
Sewer Utility Portion
Revenue vs Debt Service

Date	Total P+I	Special Assessment Revenue*	Net Debt Service	Levy Year	Collection Year
01/15/2017	9,499.78	-	9,974.77		
01/15/2018	70,267.50	43,779.36	30,001.52	2016	2017
01/15/2019	69,800.00	43,779.36	29,510.64	2017	2018
01/15/2020	69,250.00	43,779.36	28,933.14	2018	2019
01/15/2021	68,617.50	43,779.35	28,269.03	2019	2020
01/15/2022	67,930.00	43,779.36	27,547.14	2020	2021
01/15/2023	67,187.50	43,779.36	26,767.52	2021	2022
01/15/2024	66,390.00	43,779.35	25,930.15	2022	2023
01/15/2025	70,510.00	43,779.35	30,256.15	2023	2024
01/15/2026	69,490.00	43,779.36	29,185.14	2024	2025
01/15/2027	68,380.00	43,779.35	28,019.65	2025	2026
01/15/2028	67,210.00	43,779.36	26,791.14	2026	2027
01/15/2029	70,980.00	43,779.35	30,749.65	2027	2028
01/15/2030	69,582.50	43,779.35	29,282.28	2028	2029
01/15/2031	68,120.00	43,779.35	27,746.65	2029	2030
01/15/2032	66,592.50	43,779.36	26,142.77	2030	2031
01/15/2033	-	43,779.36		2031	2032
01/15/2034	-	43,779.36		2032	2033
01/15/2035	-	43,779.35		2033	2034
01/15/2036	-	43,779.35		2034	2035
01/15/2037	-	43,779.35		2035	2036
Total	\$1,039,807.28	\$875,587.10	\$435,107.31		

* Special Assessments total \$592,066 spread in even payments over 20 years at 4.00% (2.00% above bond rate). Special Assessments have been levied to reduce pledged sewer utility revenues for debt service.

CERTIFICATION OF MINUTES RELATING TO
\$9,860,000 GENERAL OBLIGATION BONDS, SERIES 2016A

Issuer: City of Lake Elmo, Minnesota

Governing Body: City Council

Kind, date, time and place of meeting: A regular meeting held on April 19, 2016 at 7:00 p.m. at the Issuer offices.

Members present:

Members absent:

Documents Attached:

Minutes of said meeting (pages):

RESOLUTION NO. 2016-28

RESOLUTION AUTHORIZING ISSUANCE AND SALE OF
\$9,860,000 GENERAL OBLIGATION BONDS, SERIES 2016A

I, the undersigned, being the duly qualified and acting recording officer of the public corporation issuing the bonds referred to in the title of this certificate, certify that the documents attached hereto, as described above, have been carefully compared with the original records of said corporation in my legal custody, from which they have been transcribed; that said documents are a correct and complete transcript of the minutes of a meeting of the governing body of said corporation, and correct and complete copies of all resolutions and other actions taken and of all documents approved by the governing body at said meeting, so far as they relate to said bonds; and that said meeting was duly held by the governing body at the time and place and was attended throughout by the members indicated above, pursuant to call and notice of such meeting given as required by law.

WITNESS my hand officially as such recording officer on the ____ day of April, 2016.

City Administrator

Councilmember _____ introduced the following resolution and moved its adoption, which motion was seconded by Councilmember _____:

RESOLUTION NO. 2016-28

RESOLUTION AUTHORIZING ISSUANCE AND SALE OF
\$9,860,000 GENERAL OBLIGATION BONDS, SERIES 2016A

BE IT RESOLVED by the City Council of the City of Lake Elmo, Minnesota (the “City”), as follows:

Section 1. Authorization; Purpose. It is hereby determined to be in the best interests of the City to issue its General Obligation Bonds, Series 2016A, in the approximate principal amount of \$9,860,000 (the “Bonds”), as authorized pursuant to Minnesota Statutes, Chapters 475, 444 and 429, for the purpose of (a) financing improvements in the City, (b) financing various water, sewer and storm water improvement in the City, and (c) funding costs of issuance of the Bonds.

Section 2. Notice of Sale. Northland Securities, Inc., municipal advisor to the City, has presented to this Council a form of Notice of Sale for the Bonds which is attached hereto and hereby approved and which shall be placed on file by the City Administrator. Each and all of the provisions of the Notice of Sale are hereby adopted as the terms and conditions of the Bonds and of the sale thereof. Northland Securities, Inc. is hereby authorized to solicit bids for the Bonds on behalf of the City on a competitive basis.

Section 3. Award and Sale. The City Council shall meet at the times and places shown in the Notice of Sale for the purpose of considering sealed bids for the purchase of the Bonds and of taking such action thereon as may be in the best interest of the City.

Upon vote being taken thereon, the following members voted in favor thereof:

and the following members voted against the same:

whereupon the resolution was declared duly passed and adopted.

NOTICE OF SALE

\$9,860,000*

GENERAL OBLIGATION BONDS, SERIES 2016A

CITY OF LAKE ELMO, MINNESOTA
(Book-Entry Only)

NOTICE IS HEREBY GIVEN that these Bonds will be offered for sale according to the following terms:

TIME AND PLACE:

Proposals will be opened by the City Finance Director, or designee, on Tuesday, May 17, 2016, at 10:30 A.M., CT, at the offices of Northland Securities, Inc., 45 South 7th Street, Suite 2000, Minneapolis, Minnesota 55402. Consideration of the Proposals for award of the sale will be by the City Council at its meeting at the City Offices beginning Tuesday, May 17, 2016 at 7:00 P.M., CT.

SUBMISSION OF PROPOSALS

Proposals may be:

- a) submitted to the office of Northland Securities, Inc.,
- b) faxed to Northland Securities, Inc. at 612-851-5918,
- c) for proposals submitted prior to the sale, the final price and coupon rates may be submitted to Northland Securities, Inc. by telephone at 612-851-5900 or 612-851-4920, or
- d) submitted electronically.

Notice is hereby given that electronic proposals will be received via PARITY™, or its successor, in the manner described below, until 10:30 A.M., CT, on Tuesday, May 17, 2016. Proposals may be submitted electronically via PARITY™ or its successor, pursuant to this Notice until 10:30 A.M., CT, but no Proposal will be received after the time for receiving Proposals specified above. To the extent any instructions or directions set forth in PARITY™, or its successor, conflict with this Notice, the terms of this Notice shall control. For further information about PARITY™, or its successor, potential bidders may contact Northland Securities, Inc. or i-Deal® at 1359 Broadway, 2nd floor, New York, NY 10018, telephone 212-849-5021.

Neither the City nor Northland Securities, Inc. assumes any liability if there is a malfunction of PARITY™ or its successor. All bidders are advised that each Proposal shall be deemed to constitute a contract between the bidder and the City to purchase the Bonds regardless of the manner in which the Proposal is submitted.

BOOK-ENTRY SYSTEM

* The City reserves the right to increase or decrease the principal amount of the Bonds. Any such increase or decrease will be made in multiples of \$5,000 and may be made in any maturity. If any maturity is adjusted, the purchase price will also be adjusted to maintain the same gross spread.

The Bonds will be issued by means of a book-entry system with no physical distribution of bond certificates made to the public. The Bonds will be issued in fully registered form and one bond certificate, representing the aggregate principal amount of the Bonds maturing in each year, will be registered in the name of Cede & Co. as nominee of Depository Trust Company (“DTC”), New York, New York, which will act as securities depository of the Bonds.

Individual purchases of the Bonds may be made in the principal amount of \$5,000 or any multiple thereof of a single maturity through book entries made on the books and records of DTC and its participants. Principal and interest are payable by the City through Northland Trust Services, Inc., Minneapolis, Minnesota (the “Paying Agent/Registrar”), to DTC, or its nominee as registered owner of the Bonds. Transfer of principal and interest payments to participants of DTC will be the responsibility of DTC; transfer of principal and interest payments to beneficial owners by participants will be the responsibility of such participants and other nominees of beneficial owners. The successful bidder, as a condition of delivery of the Bonds, will be required to deposit the bond certificates with DTC. The City will pay reasonable and customary charges for the services of the Paying Agent/Registrar.

DATE OF ORIGINAL ISSUE OF BONDS

June 1, 2016

AUTHORITY/PURPOSE/SECURITY

The Bonds are being issued pursuant to Minnesota Statutes, Chapters 429, 444 and 475, as amended. Proceeds from issuance of the Bonds will be used to finance street, water, sewer and storm water improvement projects and to pay costs associated with issuance of the Bonds. The Bonds are payable from special assessments on benefitted properties, water, sewer and storm water revenues, and general ad valorem taxes on all taxable property within the City. The full faith and credit of the City is pledged to their payment and the City has validly obligated itself to levy ad valorem taxes in the event of any deficiency in the debt service account established for this issue.

INTEREST PAYMENTS

Interest is due semiannually on each January 15 and July 15, commencing January 15, 2017, to registered owners of the Bonds appearing of record in the Bond Register as of the close of business on the first day (whether or not a business day) of the calendar month of such interest payment date.

MATURITIES

Principal is due annually on January 15, inclusive, in each of the years and amounts as follows:

<u>Year</u>	<u>Amount</u>	<u>Year</u>	<u>Amount</u>	<u>Year</u>	<u>Amount</u>
2018	\$690,000	2023	\$730,000	2028	\$490,000
2019	695,000	2024	745,000	2029	500,000
2020	710,000	2025	755,000	2030	510,000
2021	710,000	2026	770,000	2031	520,000
2022	725,000	2027	780,000	2032	530,000

Proposals for the Bonds may contain a maturity schedule providing for any combination of serial bonds

and term bonds, subject to mandatory redemption, so long as the amount of principal maturing or subject to mandatory redemption in each year conforms to the maturity schedule set forth above.

INTEREST RATES

All rates must be in integral multiples of 1/20th or 1/8th of 1%. *Rates must be in level or ascending order.* All Bonds of the same maturity must bear a single uniform rate from date of issue to maturity.

ADJUSTMENTS TO PRINCIPAL AMOUNT AFTER PROPOSALS

The City reserves the right to increase or decrease the principal amount of the Bonds. Any such increase or decrease will be made in multiples of \$5,000 and may be made in any maturity. If any maturity is adjusted, the purchase price will also be adjusted to maintain the same gross spread. Such adjustments shall be made promptly after the sale and prior to the award of Proposals by the City and shall be at the sole discretion of the City. The successful bidder may not withdraw or modify its Proposal once submitted to the City for any reason, including post-sale adjustment. Any adjustment shall be conclusive and shall be binding upon the successful bidder.

OPTIONAL REDEMPTION

Bonds maturing on January 15, 2025 through 2032 are subject to redemption and prepayment at the option of the City on January 15, 2024, and any date thereafter, at a price of par plus accrued interest. Redemption may be in whole or in part of the Bonds subject to prepayment. If redemption is in part, the maturities and principal amounts within each maturity to be redeemed shall be determined by the City and if only part of the Bonds having a common maturity date are called for prepayment, the specific Bonds to be prepaid shall be chosen by lot by the Bond Registrar.

CUSIP NUMBERS

If the Bonds qualify for assignment of CUSIP numbers such numbers will be printed on the Bonds, but neither the failure to print such numbers on any Bond nor any error with respect thereto shall constitute cause for a failure or refusal by the successful bidder thereof to accept delivery of and pay for the Bonds in accordance with terms of the purchase contract. The CUSIP Service Bureau charge for the assignment of CUSIP identification numbers shall be paid by the successful bidder.

DELIVERY

Delivery of the Bonds will be within forty days after award, subject to an approving legal opinion by Dorsey & Whitney, LLP. The legal opinion will be paid by the City and delivery will be anywhere in the continental United States without cost to the successful bidder at DTC.

TYPE OF PROPOSAL

Proposals of not less than \$9,761,400 (99.00%) and accrued interest on the principal sum of \$9,860,000 must be filed with the undersigned prior to the time of sale. Proposals must be unconditional except as to legality. Proposals for the Bonds should be delivered to Northland Securities, Inc. and addressed to:

Cathy Bendel, City Finance Director
3800 Laverne Ave N.
Lake Elmo, Minnesota 55042

A good faith deposit (the "Deposit") in the amount of \$197,200 in the form of a federal wire transfer (payable to the order of the City) is only required from the apparent winning bidder, and must be received within two hours after the time stated for the receipt of Proposals. The apparent winning bidder will receive notification of the wire instructions from the Municipal Advisor promptly after the sale. If the Deposit is not received from the apparent winning bidder in the time allotted, the City may choose to reject their Proposal and then proceed to offer the Bonds to the next lowest bidder based on the terms of their original proposal, so long as said bidder wires funds for the Deposit amount within two hours of said offer.

The City will retain the Deposit of the successful bidder, the amount of which will be deducted at settlement and no interest will accrue to the successful bidder. In the event the successful bidder fails to comply with the accepted Proposal, said amount will be retained by the City. No Proposal can be withdrawn after the time set for receiving Proposals unless the meeting of the City scheduled for award of the Bonds is adjourned, recessed, or continued to another date without award of the Bonds having been made.

AWARD

The Bonds will be awarded on the basis of the lowest interest rate to be determined on a true interest cost (TIC) basis. The City's computation of the interest rate of each Proposal, in accordance with customary practice, will be controlling. In the event of a tie, the sale of the Bonds will be awarded by lot. The City will reserve the right to: (i) waive non-substantive informalities of any Proposal or of matters relating to the receipt of Proposals and award of the Bonds, (ii) reject all Proposals without cause, and (iii) reject any Proposal which the City determines to have failed to comply with the terms herein.

INFORMATION FROM SUCCESSFUL BIDDER

The successful bidder will be required to provide, in a timely manner, certain information relating to the initial offering price of the Bonds necessary to compute the yield on the Bonds pursuant to the provisions of the Internal Revenue Code of 1986, as amended.

OFFICIAL STATEMENT

By awarding the Bonds to any underwriter or underwriting syndicate submitting a Proposal therefor, the City agrees that, no more than seven business days after the date of such award, it shall provide to the senior managing underwriter of the syndicate to which the Bonds are awarded, the Final Official Statement in an electronic format as prescribed by the Municipal Securities Rulemaking Board (MSRB).

FULL CONTINUING DISCLOSURE UNDERTAKING

The City will covenant in the resolution awarding the sale of the Bonds and in a Continuing Disclosure Undertaking to provide, or cause to be provided, annual financial information, including audited financial statements of the City, and notices of certain material events, as required by SEC Rule 15c2-12.

BANK QUALIFICATION

The City will designate the Bonds as qualified tax-exempt obligations for purposes of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

BOND INSURANCE AT UNDERWRITER'S OPTION

If the Bonds qualify for issuance of any policy of municipal bond insurance or commitment therefor at the option of the successful bidder, the purchase of any such insurance policy or the issuance of any such commitment shall be at the sole option and expense of the successful bidder of the Bonds. Any increase in the costs of issuance of the Bonds resulting from such purchase of insurance shall be paid by the successful bidder, except that, if the City has requested and received a rating on the Bonds from a rating agency, the City will pay that rating fee. Any other rating agency fees shall be the responsibility of the successful bidder. Failure of the municipal bond insurer to issue the policy after the Bonds have been awarded to the successful bidder shall not constitute cause for failure or refusal by the successful bidder to accept delivery on the Bonds.

The City reserves the right to reject any and all Proposals, to waive informalities and to adjourn the sale.

Dated: April 19, 2016

BY ORDER OF THE CITY COUNCIL

/s/ Cathy Bendel
City Finance Director

Additional information may be obtained from:

Northland Securities, Inc.

45 South 7th Street, Suite 2000

Minneapolis, Minnesota 55402

Telephone No.: 612-851-5900

**MUNICIPAL ADVISORY SERVICE AGREEMENT
BY AND BETWEEN
THE CITY OF LAKE ELMO, MINNESOTA
AND
NORTHLAND SECURITIES, INC.**

This Agreement made and entered into by and between the City of Lake Elmo, Minnesota (hereinafter "City") and Northland Securities, Inc., of Minneapolis, Minnesota (hereinafter "NSI").

WITNESSETH

WHEREAS, the City desires to have NSI provide it with advice on the structure, terms, timing and other matters related to the issuance of the General Obligation Bonds, Series 2016A (the "Debt") serving in the role of municipal (financial) advisor, and

WHEREAS, NSI is a registered municipal advisor (registration # 866-00082-00), and

WHEREAS, the City and NSI are entering into this Agreement to define the municipal advisory relationship at the earliest opportunity related to the Debt, and

WHEREAS, NSI desires to furnish services to the City as hereinafter described,

NOW, THEREFORE, it is agreed by and between the parties as follows:

SERVICES TO BE PROVIDED BY NSI

NSI shall provide the City with services necessary to analyze, structure, offer for sale and close the Debt as follows:

Planning and Development

1. Meet with City officials and others as directed to define the scope and the objectives for the Debt.
2. Investigate and consider reasonably feasible financing alternatives.
3. Prepare materials needed to evaluate the material risks, potential benefits, structure and other characteristics of the recommended plan for the Debt, including issue structure, estimated debt service payments, projected revenues, method of issuance, bond rating, sale timing, and call provisions.
4. Prepare a schedule of events related to the issuance process.
5. Coordinate with bond counsel any actions needed to authorize the issuance of the Debt.
6. Attend meetings of the City Council and other project and bond issue related meetings as needed and as requested.

Bond Sale

1. Collect data and prepare preliminary official statement (POS).
2. Provide POS for review and approval by City.
3. Distribute the POS and bid form to prospective bidders.

4. Cause to be published the Official Notice of Sale if required by law.
5. Prepare and submit application for bond rating(s) and assist City with furnishing the rating agency(s) with any additional information required to conduct the rating review. Assist City with preparing and conducting rating call or other presentation.
6. Distribute offering materials to underwriters most likely to serve as syndicate managers to assure that bidding interest is established.
7. Assist the City in receiving the bids, compute the accuracy of the bids received, and recommend to the City the most favorable bid for award.
8. Coordinate with bond counsel the preparation of required contracts and resolutions.

Post Sale Support

1. Prepare final official statement and provide to underwriter for posting on EMMA.
2. Coordinate the bond issue closing including making all arrangements for bond printing, registration, and delivery.
3. Furnish to the City a complete transcript of the transaction, if not provided by bond counsel.
4. Assist, as requested by the City, with the investment of bond issue proceeds.

COMPENSATION

For providing these services with respect to the Debt, NSI shall be paid a lump sum of \$27,500. The fee due to NSI shall be payable by the City upon the closing of the Bonds.

NSI agrees to pay the following expenses from its fee:

- Out-of-pocket expenses such as travel, long distance phone, and copy costs.
- Production and distribution of material to rating agencies and/or bond insurance companies.
- Preparation of the bond transcript.

The City agrees to pay for all other expenses related to the processing of the bond issue(s) including, but not limited to, the following:

- Engineering and/or architectural fees.
- Publication of legal notices.
- Bond counsel and local attorney fees.
- Fees for various debt certificates.
- The cost of printing Official Statements, if any.
- City staff expenses.
- Airfare and lodging expenses of one NSI official and City officials when and if traveling for rating agency presentations.
- Rating agency fees, if any.
- Bond insurance fees, if any.
- Accounting and other related fees.

It is expressly understood that there is no obligation on the part of the City under the terms of this Agreement to issue the Debt. If the Debt is not issued, NSI agrees to pay its own expenses and receive no fee for any services it has rendered.

SUCCESSORS OR ASSIGNS

The terms and provisions of this Agreement are binding upon and inure to the benefit of the City and NSI and their successors or assigns.

TERM OF THIS AGREEMENT

This Agreement may be terminated by thirty (30) days written notice by either the City or NSI and it shall terminate sixty (60) days following the closing date related to the issuance of the Debt.

Dated this 19th day of April, 2016.

Northland Securities, Inc.

By: 

John R. Fifield, Jr. - Senior Vice President

City of Lake Elmo, Minnesota

By: _____

Its: _____



MAYOR AND COUNCIL COMMUNICATION

DATE: 4/19/16
REGULAR
ITEM #: 19a
RESOLUTION 2016-35

AGENDA ITEM: Village Preserve 2nd Addition Final Plat
SUBMITTED BY: Stephen Wensman, Planning Director
THROUGH: Kristina Handt, City Administrator
REVIEWED BY: Emily Becker, City Planner
Jack Griffin, City Engineer

SUGGESTED ORDER OF BUSINESS:

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

N/A

SUMMARY AND ACTION REQUESTED:

GWSA Land Development, LLC. Is requesting the Final Plat Village Preserve 2nd Addition, the second and last phase of the Village Preserve residential development of 45 single family residential lots. The proposed project is located on the east side of Lake Elmo Ave, north of 39th Street, at the north side of the old village to the west of the Wildflower development.

Staff and the Planning Commission are recommending the City Council approve the Village Preserve 2nd Addition Final Plat and the Village Preserve 2nd Addition with the following motions:

“Move to approve Resolution 2016-35 granting approval of the Village Preserve 2nd Addition Final Plat with 13 conditions based on the findings of fact in the staff report”

BACKGROUND AND STAFF REPORT:

GWSA made application for Final Plat of the Village Preserve 2nd Addition on March 7, 2016 and the Planning Commission held a meeting to review the Plat on April 11, 2016. The Planning Commission discussed several of the conditions, in particular, the storm ponding, soil stockpiling, landscaping and irrigation status, HOA status, and items to be completed in cooperation with the Wildflower development. The Planning Commission recommended approval with the 13 conditions in the staff report.

RECOMMENDATION:

Staff and the Planning Commission are recommending the City Council approve the Village Preserve 2nd Addition Final Plat and the Village Preserve 2nd Addition with the following motions:

“Move to approve Resolution 2016-35 granting approval of the Village Preserve 2nd Addition Final Plat with 13 conditions based on the findings of fact in the staff report”.

ATTACHMENT(S):

- Village Preserve Final Plat
- Resolution 2016-35
- Planning Commission packet 4/11/16
- Planning Commission Minutes 4/11/16

ITEM: Village Preserve 2nd Addition Final Plat

SUBMITTED BY: Stephen Wensman, Planning Director

REVIEWED BY: Emily Becker, City Planner
Jack Griffin, City Engineer
Greg Malmquist, Fire Chief
Stephen Mastey, Landscape Architecture, Inc.

SUMMARY AND ACTION REQUESTED:

The Planning Commission is being asked to consider an application for a Final Plat submitted by GWSA Land Development, LLC. The Final Plat application represents the second phase of the Village Preserve residential development and includes 45 single family residential lots. The proposed project is located on the east side of Inwood Ave, north of 5th Street, and south of 10th Street. Staff is recommending the Planning Commission recommend approval of the Village Preserve 2nd Addition Final Plat subject to compliance with XX conditions as noted in this report.

GENERAL INFORMATION

Applicant: GWSA Land Development, LLC (Craig Allen); 10850 Old County Road 15, Suite 200, Plymouth, MN 55441

Property Owners: GWSA Land Development, LLC (Craig Allen); 10850 Old County Road 15, Suite 200, Plymouth, MN 55441

Location: Outlot C, Village Preserve, PID Number: 12.029.21.33.0050.

Request: Application for a Final Plat for the 2nd Addition of the Village Preserve residential subdivision. The Final Plat (2nd Addition of Village Preserve) includes 45 single family lots and .13 outlot for a trail corridor.

Existing Land Use and Zoning: Undeveloped outlot. Current Zoning: LDR - Urban Low Density Residential

Surrounding Land Use and Zoning: North – vacant/agricultural land (likely flood plain); west – agricultural land, guided for Village Urban Low Density Residential (V-LDR); south – vacant land guided for Village Mixed-Use (VMX); east – vacant/agricultural land guided for Village Medium Density Residential (V-MDR) and planned for Wildflower at Lake Elmo planned residential development

Comprehensive Plan: Village Urban Medium Density Residential (2.5 – 4.99 units per acre).

History: Sketch Plan review by Planning Commission on 3/10/14. Sketch Plan review by the Park Commission on 3/17/14. The Village Preserve Preliminary Plat was approved by the City Council on 7/15/14 (Resolution #2014-59). Park Plan reviewed by Park Commission on 4/20/15. Village Preserve Final plat reviewed by City Council on 5/5/15 (Resolution 2015-32).

Deadline for Action: Application Complete – 3/7/2016
60 Day Deadline – 5/6/16
Extension Letter Mailed – N/A
120 Day Deadline – N/A

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

REQUEST DETAILS

The City of Lake Elmo has received a request from GWSA Land Development, LLC for a Final Plat to subdivide 14.19 acres of land located within the northern portion of the Village Planning Area. The Final Plat would represent the second and final phase of the Village Preserve residential subdivision and include 45 single family lots, a .13 acre outlot for a trail, and 2.38 acres of public right-of-way. The proposed plat is located on the east side of Lake Elmo Avenue (CASH17), approximately 525 feet north of 39th Street North, and immediately west of the planned Wildflower at Lake Elmo residential development.

The Village Preserve preliminary plat was approved in July 15, 2014. The developer has built homes in the western half of the site in the first phase. The developer mass graded the site at that time, and installed city sanitary sewer and water in the first phase. The public utilities will be extended from the 1st phase into the 2nd phase after final approval and a signed developers agreement. The second phase lots will have a minimum lot size of 65 feet. The smallest lot will have a lot size of 8,459 sq. ft. and the largest, 12,246, with an average lot area of 11,295. The net density will be 3.2 units per acre, and 2.5 units per acre for the entire subdivision, phases one and two. The grading of the park and the trail construction will be completed with this second phase of development. The applicant has submitted detailed construction plans related to sanitary sewer, water main, storm sewer, grading, drainage, landscaping, and other details that have been reviewed by the City Engineer, Fire Chief and Landscape Consultant. The landscaping plan for the second phase was approved with the 1st Addition final construction plans. No irrigation plans have been approved for either phase.

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. The City's approval of the Village Preserve Preliminary Plat included 13 conditions that the developer is required to comply with. The developer's compliance with these conditions are addressed in the "Review and Analysis" section below. Staff has reviewed the final plat and found that it is consistent with the preliminary plat that was approved by the City on July 15, 2014. The street names for the development were established with the final plat of the first phase, however, the Fire Chief has requested a street name change. Staff is recommending that Lady Slipper Circle N. be changed to 41st Street Circle N.

City Staff have reviewed the final plat, and their comments are attached to this report. Although there are some additional revisions and additions necessary for the Final Plat and final construction plans that need to be addressed by the applicant, the 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 date 3/28/16 be completed prior to the release of Final Plat for recording as a condition of approval.

FINAL PLAT REVIEW AND ANALYSIS

The preliminary plat for Village Preserve 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.

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. *The applicant has provided a warranty deed conveying the property from Schiltgen Farms, Inc to GWSA Land Development, LLC. Title evidence has been provided to the City Attorney prior to the plat being recorded.*
 - 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. *The engineers conditions have been met and the site has been mass graded with the first phase.*
- 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. *The engineer has reviewed the full final plat and final construction plan set for the entire Village Preserve site.*
- 3) The Preliminary Plat approval is conditioned upon the applicant meeting all minimum City standards and design requirements. *This condition has been met.*
- 4) All required modifications to the plans as requested by the City Engineer in a review letter dated June 23, 2014 shall be incorporated into the plans prior to consideration of a Final Plat. *This condition has been met.*
- 5) 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. *The applicant has obtained the necessary permit from Valley Branch Watershed District. There are several conditions that apply to the second phase.*
- 6) Related to proposed storm water discharge to the north, the applicant must provide written permission from the property owner of the parcel located immediately north of the proposed

Village Preserve subdivision consenting to the discharge location, volume and rate(s) in advance of submitting Final Plat. ***This condition has been completed.***

- 7) The applicant shall be responsible for the submission of final plans and the construction of all improvements within the Lake Elmo Avenue (CSAH 17) right-of-way as required by Washington County and further described in the review letter received from the County dated June 24, 2014. ***The applicants have submitted updated final plans for proposed improvements on Lake Elmo Ave., including turn lanes, to Washington County. The improvements have not been completed and staff recommends that no building permits be issued in the second phase until the turnlanes are installed and Washington County's requirements have been complied with.***
- 8) The Landscape Plan shall be updated per the recommendations of the City's Landscape Consultant, describe in a memo dated 6/25/14. ***The final landscape plan was approved by the City's Landscape Architect, with the exception of the irrigation plans for the 1st phase.***
- 9) The developer shall be required to submit an updated parkland dedication calculation in advance of Final Plat to clarify the proposed amount of dedication being provided in the Village Preserve Subdivision. For whatever amount of land the applicant is short of the required parkland dedication amount, the applicant will either:
 - a. Subdivide the parcel under contract with Schiltgen Farms, Inc. and dedicate the land being proposed for parkland dedication east of Reid Park; or

The applicant has deeded the City this land.
 - b. Post an escrow in the amount equal to the fees in lieu of land dedication for the equal market value of the remaining land dedication requirement for Village Preserve until such time the land is dedicated east of Reid Park.

The applicant has deeded the City this land.
- 10) Secondary access to the site must be provided as part of the 2nd phase of the Village Preserve Subdivision. Said access must be included in the Final Plat and final construction documents for the 2nd phase of the development. ***The secondary access will be completed with the 2nd phase of the development.***
- 11) 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. ***The site has been graded.***
- 12) Application for Final Plat for the Village Preserve subdivision will not be accepted until approved plans for the extension of sanitary sewer to the site have been accepted or ordered by the City. ***This condition has been met.***
- 13) All of the outlots within the Village Preserve Preliminary Plat that serve as parkland or storm water management shall be dedicated to the City. ***This condition has been met.***

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 identifies several issues that need to be addressed by the developer in order for the City to approve the final plans. 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 applicable conditions of approval are complied with.

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 construction plans and specifications, shall be revised and approved along with other comments complying with the City Engineer's memorandum dated 4/28/16 prior to the release of the final plat for recording.
- 2) The applicant shall be responsible for the construction of all improvements within the Lake Elmo Avenue (CSAH 17) right-of-way as required by Washington County and further described in the review letter received from the County dated June 24, 2014, and that no building permits be issued in the second phase until the turnlanes are installed and Washington County's requirements have been complied with.
- 3) The developer shall follow all of the rules and regulations spelled out in the Wetland Conservation Act, and shall comply with the permit #2015-06 from Valley Branch Watershed District.
- 4) Prior to the release of the Final Plat for recording, 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.
- 5) 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.
- 6) All outlots to be owned by the City, all easements and all rights-of-way as requested by the City Engineer and Public Works Department shall be documented on the Final Construction Plans.
- 7) The developer shall provide fully executed temporary construction easements or property owner permissions in a form acceptable the city Attorney that allow for the construction and grading activities for all work off-site from the proposed Plat prior to releasing the Final Plat for recording.
- 8) The street Lady Slipper Circle N. shall be changed to 41st Street Circle N. on the Village Preserve 2nd Addition Plat prior to recording.

- 9) All public improvements outside of the Village Preserve site needed to serve the residential subdivision, including the facilities shared with Wildflower at Lake Elmo, must be completed prior to issuance of building permits in the Village Preserve 2nd Addition.
- 10) Prior the release of building permits, the developer shall annex the Village Preserve 2nd Addition into the Village Preserve Homeowners Association covenants.
- 11) That a City approved maintenance plan for commonly held HOA and City outlots and rights-of-ways to be incorporated into the HOA covenants and Landscape and Irrigation License Agreement, prior to release of the final plat for recording.
- 12) That a Landscape and Irrigation License Agreement be executed for the maintenance of commonly held HOA and City outlots and rights-of-ways prior release of the final plat by City Officials.
- 13) That the Final Landscape Plan for Village Preserve 2nd Addition be submitted for approval by the City, including irrigation plans for Village Preserve 1st and 2nd Additions per the requested of the City Landscape Consultant, documented in a memo dated 3/30/16. Approval shall be required prior to the release of Final Plat for recording.

DRAFT FINDINGS

Staff is recommending that the Planning Commission consider the following findings with regards to the proposed Village Preserve 2nd Addition Final Plat:

- 1) That the Village Preserve 2nd Addition Final Plat is consistent with the Preliminary Plat as approved by the City of Lake Elmo on 7/15/14.
- 2) That the Village Preserve 2nd Addition Final Plat is consistent with the Lake Elmo Comprehensive Plan and the Future Land Use Map for this area.
- 3) That the Village Preserve 2nd Addition Final Plat complies with the City's Urban Low Density Residential zoning district.
- 4) That the Village Preserve 2nd Addition 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 Village Preserve 2nd Addition Final Plat complies with the City's subdivision ordinance.
- 6) That the Village Preserve 2nd Addition 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 3/28/16.

RECOMENDATION:

Staff is recommending approval of the Village Preserve 2nd Addition Final Plat with the 13 conditions of approval as listed in the Staff report. The suggested motion is the following:

“Move to recommend approval of the Village Preserve 2nd Addition Final Plat with the 13 conditions of approval as drafted by Staff based on the findings of fact listed in the Staff Report.”

ATTACHMENTS:

- Project Narrative
- Final Plat
- City Engineer Review Memorandums, dated 3/28/16
- Fire Chief Review Memorandum, dated 3/24/16
- Landscape Consultant Review Memorandum, dated 3/30/16

NOT ATTACHED BUT AVAILABLE UPON REQUEST:

- Final Construction Plans and Specifications

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



**Village Preserve 2nd Addition
Development Narrative
March 3, 2016**

Developer Introduction:

GWSA LAND DEVELOPMENT, LLC.
Craig Allen
10850 Old County Road 15
Suite 200
Plymouth, Minnesota 55441
Telephone: 952-270-4473
Email: craig@gonyeacompany.com

The developer is proposing the 2nd Addition of Village Preserve, an addition of 45 single family homes located on the east side of Lake Elmo Avenue (CASH17), approximately 525 feet north of 39th Street North. The developer is requesting Final Plat for the remaining 45 single family homes in the 2nd Addition on +/- 14.6 acres of the total +/-39.84. This proposed addition to Village Preserve will consist of higher end single family homes. It is anticipated that these homes will range in price from \$450,000 to \$750,000. The development is located in an area of Lake Elmo with easy access to the transportation system. This will provide the future home owners a secluded place to live that is located within minutes of all the amenities Lake Elmo has to offer with the regional facilities of the larger metropolitan area.

Village Preserve 2nd Addition

Development Team:

Civil Engineering, Surveying & Land Planning

Sathre-Bergquist, Inc.

Robert S. Molstad, P.E.
David B. Pemberton, P.L.S.
150 South Broadway
Wayzata, Minnesota 55391
Telephone: 952-476-6000
Facsimile: 952-476-0104
Email: molstad@sathre.com
Email: pemberton@sathre.com

Wetland & Biological Sciences

Kjolhaug Environmental Services

Melissa Barrett
26105 Wild Rose Lane
Shorewood, MN 55331
Telephone: 952-401-8757
Email: Melissa@kjolhaugenv.com

Soil Sciences

Haugo GeoTechnical Services

Paul Haugo

13570 Grove Drive #278

Maple Grove, MN 55311

Telephone: (612) 554-4829

Email: p.haugo@gmail.com

Property Ownership:

Village Preserve 2nd Addition consists of outlots C and H, See final plat for Village Preserve.

GWSA LAND DEVELOPMENT, LLC.

Craig Allen

10850 Old County Road 15

Suite 200

Plymouth, Minnesota 55441

Telephone: 952-270-4473

Email: craig@gonyeacompany.com

Comprehensive Plan, Zoning, Density, & Variances:

The planned Land Use is Village Urban Medium Density. On the Village Land Use Plan, the project site is classified as Village Urban Medium Density (V-MDR). The density range for V-MDR is 2.5 – 4.99 units per acre. The attached final plat shows 45 single family lots that are a minimum width of 65 feet. The smallest lot area is L2B4 – 8,459 sf and the largest lot area is L4B1 at 23,246 sf, with an average lot area of 11,295 for the entire project.

Lake Elmo Zoning:

LDR District

Minimum Lot Area – 8,000 square feet

Minimum Width – 60 feet

Front Yard Setback – 25 feet

Side Yard Setback – 5 feet to garage and 10 feet to living space

Corner Yard Setback – 15 feet

Rear Yard Setback – 20 feet

Density:

Total Site (total unit count 91 lots)

Gross Site Area: 39.84 acres

Gross Density = $91/39.84 = 2.28$ units per acre

CSAH 17 ROW: 2.27 acres

Open Space: 1.22 acres

Net Area: $39.84 - 2.27 - 1.22 = 36.35$ acres

Net Density = $91/36.35 = 2.50$ units per acre

Variations – No variations are proposed.

A final plat lot area tabulation sheet for the 2nd Addition is in Appendix A of this narrative.

Site Analysis:

The site is bordered on the north and east by the proposed Wildflower at Lake Elmo development, a Robert Engstrom Development. The site is bordered on the west by Lake Elmo Avenue and on the south by future commercial properties. The primary access to the site will be via Lake Elmo Avenue with a second access from 39th Street North via Layton Avenue North.

The site is currently graded as part of Village Preserve 1st Addition. Sanitary sewer was extended to the site as part of the Village East Trunk Utility Improvement project. Watermain is located on site as part of Village Preserve 1st Addition. Storm water will be managed and outlet from the site in accordance with the City and Watershed requirements. The site is within the Valley Branch Watershed District. Minor utilities (gas, electric, phone, and TV) will need to be extended to service the site.

The topography of the site is relatively flat on most of the site, 940 to 945 along Lake Elmo Avenue and sloping southeast to 938 at the south east corner. The highest elevations are in the northwest corner at +/- 955. There is an existing slope in the north central portion of the site that slopes from 940 down to 920.

There are no wetlands on the site.

The USDA Soil Survey of the project site indicates Antigo Silt Loams, Campia Silt Loams, and Mahtomedi Loamy Sand. The soils that are present consist of mostly moderately well drained loams and sandy loams with a moderate permeability.

Street Design:

Village Preserve proposes to have public streets; the public streets within the project would be 28' B-B, with a sidewalk along one side of the street, within a 60' ROW. The cul-de-sacs will have a 45' radius to the back of curb. All streets will be constructed to the City of Lake Elmo standard street section.

Utility Services:

City sanitary sewer and water has been installed in the 1st addition and will be continued in the 2nd addition.

Site Grading:

The mass site grading was completed in the 1st addition.

Storm water:

The storm water facilities proposed in Village Preserve 2nd Addition are illustrated on the enclosed plans. Runoff from the site will be directed to storm sewer inlet locations, collected and conveyed to the proposed treatment pond(s) and filtration area(s). The ponds and filtration areas will provide temporary storage of storm water runoff, treatment of storm water and sediment removal. The storm water plan will provide adequate treatment and storage to meet the City of Lake Elmo and the Valley Branch Watershed District requirements.

Wetlands:

There are no wetlands on the site.

Traffic:

Village Preserve 2nd Addition proposes one primary access point off of Lake Elmo Avenue and a secondary street connection to 39th Street North via Layton Avenue North.

Traffic Generation – (anticipate 10 trips per day per home site)

Total Site: 91 Lots = 910 trips per day

2nd Addition: 45 Lots = 450 trips per day

The additional traffic generated from this site is not anticipated to have a noticeable impact on the existing traffic in the area and is on the lower end of the proposed Comprehensive Plan guiding.

Trail System:

Six-foot concrete sidewalks are proposed along residential streets within the site. In addition, there are 8.5 foot trails proposed to promote neighborhood connectivity as well as encourage and expand pedestrian use of Downtown.

Park:

The neighborhood park grading and trails will be completed with the 2nd addition of the development. The developer is working with Robert Engstrom Companies and the Lake Elmo Park Commission on possible park improvements.

Woodland Areas & Protection:

I. Introduction

A tree survey in accordance with City of Lake Elmo requirements has been completed for this site and was submitted with the 1st addition plans. The tree inventory plan is shown on the Erosion Control Plan. Only 14 trees were identified, per the City requirements.

II. Tree Species, Distribution and Size:

The site has 318 caliper inches of significant trees, with 15 caliper inches of exempt trees for a net total of 303 caliper inches. The trees are located throughout the site. The species include Cherry, Maple, Box Elder, Red Cedar and a few others. A table containing data on the trees, as well as a map which shows tree location, species, size and condition, are shown in the preliminary plans, please see the Erosion Control Plan.

Tree Removal & Restitution:

The Village Preserve development will impact approximately 61.4% of the significant trees on the site. The development is over the allowable 30% threshold and a proposed replacement plan has been prepared for the project.

Landscape Plan, Monuments, & Entrance:

This development will have a divided entry off of Lake Elmo Avenue and some small berming along Lake Elmo Avenue. Many of the lots will have pond views or overlook views, due to the site topography. The storm water pond and treatment areas will have landscaping to create unique water treatment facilities for the proposed project. A custom entry monument will be constructed at the proposed entrance(s). This will create a sense of luxury and livability for the new single family residents, while providing safer access to the site.

Homeowner's Association and Restrictive Covenants:

The developer will prepare restrictive covenants and standards that will apply to this 91 lot project. The restrictive covenants will be tailored to the developer's vision of the project. Each home will be required to meet the specifics of building types, landscaping, and overall goals of the development.

A master HOA will be created for the Village Preserve project. This association will be in charge of the monumentation, entrance, landscaping, and infiltration basins. The HOA will also be responsible for maintenance issues within the subdivision. These may include special landscaping, mailboxes, signage, and other common elements.

APPENDIX A:

Village Preserve 2nd Addition – Final Plat Lot Area Summary

BLOCK 1	GROSS AREA				WETLAND AREA		NET AREA				WIDTH @ SETBACK		
Lot 1	11,421	s.f.	0.26	acres	0	s.f.	11,421	s.f.	0.26	acres	89.3	+/-	l.f.
Lot 2	13,330	s.f.	0.31	acres	0	s.f.	13,330	s.f.	0.31	acres	80.8	+/-	l.f.
Lot 3	14,864	s.f.	0.34	acres	0	s.f.	14,864	s.f.	0.34	acres	80.8	+/-	l.f.
Lot 4	23,246	s.f.	0.53	acres	0	s.f.	23,246	s.f.	0.53	acres	80.8	+/-	l.f.
Lot 5	13,732	s.f.	0.32	acres	0	s.f.	13,732	s.f.	0.32	acres	80.2	+/-	l.f.
Lot 6	17,640	s.f.	0.40	acres	0	s.f.	17,640	s.f.	0.40	acres	90.2	+/-	l.f.
Lot 7	13,898	s.f.	0.32	acres	0	s.f.	13,898	s.f.	0.32	acres	84.1	+/-	l.f.
Lot 8	12,977	s.f.	0.30	acres	0	s.f.	12,977	s.f.	0.30	acres	80.4	+/-	l.f.
Lot 9	13,156	s.f.	0.30	acres	0	s.f.	13,156	s.f.	0.30	acres	81	+/-	l.f.
Total	134,264	s.f.	3.08	acres	0	s.f.	134,264	s.f.	3.08	acres			
BLOCK 2	GROSS AREA				WETLAND AREA		NET AREA				WIDTH @ SETBACK		
Lot 1	11,667	s.f.	0.27	acres	0	s.f.	11,667	s.f.	0.27	acres	111	+/-	l.f.
Lot 2	12,035	s.f.	0.28	acres	0	s.f.	12,035	s.f.	0.28	acres	114	+/-	l.f.
Total	23,702	s.f.	0.54	acres	0	s.f.	23,702	s.f.	0.54	acres			
BLOCK 3	GROSS AREA				WETLAND AREA		NET AREA				WIDTH @ SETBACK		
Lot 1	9,748	s.f.	0.22	acres	0	s.f.	9,748	s.f.	0.22	acres	75	+/-	l.f.
Lot 2	8,540	s.f.	0.20	acres	0	s.f.	8,540	s.f.	0.20	acres	65	+/-	l.f.
Lot 3	9,965	s.f.	0.23	acres	0	s.f.	9,965	s.f.	0.23	acres	65	+/-	l.f.
Lot 4	11,240	s.f.	0.26	acres	0	s.f.	11,240	s.f.	0.26	acres	65	+/-	l.f.
Lot 5	13,284	s.f.	0.30	acres	0	s.f.	13,284	s.f.	0.30	acres	69.3	+/-	l.f.
Lot 6	8,719	s.f.	0.20	acres	0	s.f.	8,719	s.f.	0.20	acres	65.2	+/-	l.f.
Lot 7	9,957	s.f.	0.23	acres	0	s.f.	9,957	s.f.	0.23	acres	65	+/-	l.f.
Lot 8	11,070	s.f.	0.25	acres	0	s.f.	11,070	s.f.	0.25	acres	65	+/-	l.f.
Total	82,523	s.f.	1.89	acres	0	s.f.	82,523	s.f.	1.89	acres			

BLOCK 4		GROSS AREA			WETLAND AREA		NET AREA			WIDTH @ SETBACK			
Lot 1	10,917	s.f.	0.25	acres	0	s.f.	10,917	s.f.	0.25	acres	81.2	+/-	1.f.
Lot 2	8,459	s.f.	0.19	acres	0	s.f.	8,459	s.f.	0.19	acres	65.1	+/-	1.f.
Lot 3	9,936	s.f.	0.23	acres	0	s.f.	9,936	s.f.	0.23	acres	65	+/-	1.f.
Lot 4	14,203	s.f.	0.33	acres	0	s.f.	14,203	s.f.	0.33	acres	65	+/-	1.f.
Lot 5	12,723	s.f.	0.29	acres	0	s.f.	12,723	s.f.	0.29	acres	65.1	+/-	1.f.
Lot 6	15,411	s.f.	0.35	acres	0	s.f.	15,411	s.f.	0.35	acres	65.5	+/-	1.f.
Lot 7	11,805	s.f.	0.27	acres	0	s.f.	11,805	s.f.	0.27	acres	65.2	+/-	1.f.
Lot 8	11,701	s.f.	0.27	acres	0	s.f.	11,701	s.f.	0.27	acres	84.4	+/-	1.f.
Lot 9	10,833	s.f.	0.25	acres	0	s.f.	10,833	s.f.	0.25	acres	65	+/-	1.f.
Lot 10	9,244	s.f.	0.21	acres	0	s.f.	9,244	s.f.	0.21	acres	65	+/-	1.f.
Lot 11	8,997	s.f.	0.21	acres	0	s.f.	8,997	s.f.	0.21	acres	65.2	+/-	1.f.
Lot 12	9,684	s.f.	0.22	acres	0	s.f.	9,684	s.f.	0.22	acres	65	+/-	1.f.
Lot 13	8,916	s.f.	0.20	acres	0	s.f.	8,916	s.f.	0.20	acres	65.1	+/-	1.f.
Lot 14	10,466	s.f.	0.24	acres	0	s.f.	10,466	s.f.	0.24	acres	87.5	+/-	1.f.
Total	153,295	s.f.	3.52	acres	0	s.f.	153,295	s.f.	3.52	acres			

BLOCK 5		GROSS AREA			WETLAND AREA		NET AREA			WIDTH @ SETBACK			
Lot 1	10,306	s.f.	0.24	acres	0	s.f.	10,306	s.f.	0.24	acres	75.2	+/-	1.f.
Lot 2	9,738	s.f.	0.22	acres	0	s.f.	9,738	s.f.	0.22	acres	89.8	+/-	1.f.
Lot 3	8,514	s.f.	0.20	acres	0	s.f.	8,514	s.f.	0.20	acres	66.3	+/-	1.f.
Lot 4	8,659	s.f.	0.20	acres	0	s.f.	8,659	s.f.	0.20	acres	66	+/-	1.f.
Lot 5	10,761	s.f.	0.25	acres	0	s.f.	10,761	s.f.	0.25	acres	78.3	+/-	1.f.
Lot 6	10,805	s.f.	0.25	acres	0	s.f.	10,805	s.f.	0.25	acres	91.3	+/-	1.f.
Lot 7	9,473	s.f.	0.22	acres	0	s.f.	9,473	s.f.	0.22	acres	70	+/-	1.f.
Lot 8	9,296	s.f.	0.21	acres	0	s.f.	9,296	s.f.	0.21	acres	70.5	+/-	1.f.
Total	77,552	s.f.	1.78	acres	0	s.f.	77,552	s.f.	1.78	acres			

BLOCK 6		GROSS AREA			WETLAND AREA		NET AREA			WIDTH @ SETBACK			
Lot 1	10,954	s.f.	0.25	acres	0	s.f.	10,954	s.f.	0.25	acres	65.1	+/-	1.f.
Lot 2	9,014	s.f.	0.21	acres	0	s.f.	9,014	s.f.	0.21	acres	65	+/-	1.f.
Lot 3	8,510	s.f.	0.20	acres	0	s.f.	8,510	s.f.	0.20	acres	65	+/-	1.f.
Lot 4	10,213	s.f.	0.23	acres	0	s.f.	10,213	s.f.	0.23	acres	79.9	+/-	1.f.
Total	38,691	s.f.	0.89	acres	0	s.f.	38,691	s.f.	0.89	acres			

OUTLOT		GROSS AREA			WETLAND AREA		NET AREA			WIDTH @ SETBACK			
A	5,494	s.f.	0.13	acres	0	s.f.	5,494	s.f.	0.13	acres	0	+/-	1.f.
Total	5,494	s.f.	0.13	acres	0	s.f.	5,494	s.f.	0.13	acres			

R/W		GROSS AREA			WETLAND AREA		NET AREA			WIDTH @ SETBACK			
	103,879	s.f.	2.38	acres	0	s.f.	103,879	s.f.	2.38	acres	0	+/-	1.f.

TOTAL		GROSS AREA			WETLAND AREA		NET AREA						
	619,400	s.f.	14.22	acres	0	s.f.	619,400	s.f.	14.22	acres			

From: Craig@gonyearcompany.com
To: [Emily Becker](#)
Cc: [Stephen Wensman](#)
Subject: RE: Final Plat Application - Village Preserve 2nd Addition
Date: Tuesday, March 15, 2016 3:15:10 PM
Attachments: [Village Preserve 2nd -Final Plat Narrative 031516.docx](#)

Hi Emily – When going through your questions, I noticed a small typo in the Final Plat Narrative. We had 14.6 acres as the area of the second phase and it's 14.19. I made the correction and attached an updated narrative.

Bullets Addressed in order:

- 2.87 acres (1.575 acres for Phase 1 and 1.293 for Phase 2) were required for the entire development and that was deeded to the City from our property adjacent to Reid Park when we filed our final plat for Phase 1. I will send the Alta and deeds in a separate email. In section 22 of the Phase 1 developer's agreement, it gives the approved appraisal value (\$82,831) of the land dedicated. Calculations for Phase 2:

Gross Area: 14.19 acres
Park Dedication Amount: 1.42 acres
Trail Corridor: .126 acres
Park Dedication Requirement: 1.29 acres

- The proposed area calculations for all dedicated ROW is listed in Appendix A of the Final Plat Narrative (2.38 acres)
- Density for Phase 2. Phase 1 and Phase 2 Net Density came to 2.50. Calculations for all phases below (rounded):

All Phases:

Gross Area: 39.84 ac
Lake Elmo Ave: 02.27 ac
Trail Corridor 1: 00.31 ac
Trail Corridor 2: 00.36 ac
Park: 00.55 ac
Net: 36.35 ac

Net Density: $91/36.35 = 2.50$

Phase 1:

Gross Area: 25.64 ac
Lake Elmo Ave: 02.27 ac
Trail Corridor 1: 00.19 ac
Trail Corridor 2: 00.36 ac
Park: 00.55 ac
Net: 22.27 ac

Net Density: $46/22.27 = 2.07$

Phase 2:

Gross Area: 14.19 ac

Lake Elmo Ave: 00.00 ac

Trail Corridor 1: 00.13 ac

Trail Corridor 2: 00.00 ac

Park: 00.00 ac

Net: 14.06 ac

Net Density: $45/14.06 = 3.20$

- All issues were addressed in the Preliminary Plat stage. We basically had the entire development ready for Final Plat before we submitted for Phase 1 Final Plat.
- The landscaping plan for the entire development was completed for Preliminary Plat. I can submit that plan, however, we're working with Wildflower on a few changes to our joint property line that may result in a few changes – not in tree totals, but placement. When finalized, we will submit to the City landscape architect for approval. Let me know if you want what we have for now or wait for final.

Thanks,

Craig Allen

Craig Allen

10850 Old County Road 15

Suite 200

Plymouth, MN 55441

Cell: 952-270-4473

craig@gonyecompany.com

From: Emily Becker [mailto:EBecker@lakeelmo.org]

Sent: Monday, March 14, 2016 12:25 PM

To: Craig@gonyecompany.com

Cc: Stephen Wensman <SWensman@lakeelmo.org>

Subject: Final Plat Application - Village Preserve 2nd Addition

Hi Craig,

Upon preliminary review of your final plat application for Village Preserve 2nd Addition, we are missing the following items:

- Final exact area calculations of parks, trails, & any other dedicated public open space; and estimated values of all dedicated land and improvement (trails, park equipment, sports fields, etc) of the 2nd addition only
- Final proposed area calculations for all dedicated right-of-ways of the 2nd addition only
- A statement showing the final density of the project with method of calculating said density show of the 2nd addition only
- An explanation of how issues have been addressed since the Preliminary Plat phase of the development
- Landscaping plan

We are awaiting comments from engineering. In the meantime, please submit the items above. Please let me know if you have questions.

Emily Becker
City Planner
City of Lake Elmo
651-747-3912
cbecker@lakeelmo.org





VILLAGE PRESERVE 1st & 2nd ADDITIONS
LAKE ELMO, MN

LANDSCAPE ARCHITECTURAL DESIGN REVIEW MEMO DATED MARCH 30TH, 2016

LAST REVIEWED PLAN SET DATED FEBRUARY 24TH, 2015
(1ST ADDITION LANDSCAPE PLAN)

Outstanding Action Items by Village Preserve 1st Addition by Project Team

1. Village Preserve Project Team to provide landscape irrigation plans for all commonly held HOA & City R.O.W. areas for submittal / city review.

Project Update on Village Preserve 2ND Addition

2. We checked in with Project Landscape Architect 03 29 2016. Phase 2 Landscape Plans are in process and have not yet been submitted to Developer.

SINCERELY,

LANDSCAPE ARCHITECTURE, INC.

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

VILLAGE PRESERVE 2ND ADDITION

SECTION 44, PROVISIONS THESE PERMITS shall not be construed to limit the liability of the permittee for any damage to property caused by the exercise of the following described property situated in the State of Minnesota, County of Washington, to wit:

OWNER: VILLAGE PRESERVE, Minneapolis, Minnesota

OWNER'S ADDRESS: 11111 Elmwood Avenue, Minneapolis, Minnesota 55426

It is hereby certified that the above described property is being offered for public sale and that the public sale will be held on the _____ day of _____, 2016.

It is further certified that the above described property is being offered for public sale and that the public sale will be held on the _____ day of _____, 2016.

STATE OF MINNESOTA, COUNTY OF HENRY

The foregoing statements are true and correct to the best of my knowledge and belief.

Notary Public, Henry County, Minnesota

My Commission Expires _____

SUBMITTER CERTIFICATIONS

I, the undersigned, being duly sworn, depose and say that the information contained herein is true and correct to the best of my knowledge and belief.

Notary Public, Henry County, Minnesota

My Commission Expires _____

CITY OF MINNESOTA, COUNTY OF HENRY

The information was checked and is true and correct to the best of my knowledge and belief.

Notary Public, Henry County, Minnesota

My Commission Expires _____

CITY OF MINNESOTA, COUNTY OF HENRY

The information was checked and is true and correct to the best of my knowledge and belief.

Notary Public, Henry County, Minnesota

My Commission Expires _____

CITY OF MINNESOTA, COUNTY OF HENRY

The information was checked and is true and correct to the best of my knowledge and belief.

Notary Public, Henry County, Minnesota

My Commission Expires _____

CITY OF MINNESOTA, COUNTY OF HENRY

The information was checked and is true and correct to the best of my knowledge and belief.

Notary Public, Henry County, Minnesota

My Commission Expires _____

CITY OF MINNESOTA, COUNTY OF HENRY

The information was checked and is true and correct to the best of my knowledge and belief.

Notary Public, Henry County, Minnesota

My Commission Expires _____

CITY OF MINNESOTA, COUNTY OF HENRY

The information was checked and is true and correct to the best of my knowledge and belief.

Notary Public, Henry County, Minnesota

My Commission Expires _____

CITY OF MINNESOTA, COUNTY OF HENRY

The information was checked and is true and correct to the best of my knowledge and belief.

Notary Public, Henry County, Minnesota

My Commission Expires _____

CITY OF MINNESOTA, COUNTY OF HENRY

The information was checked and is true and correct to the best of my knowledge and belief.

Notary Public, Henry County, Minnesota

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Notary Public, Henry County, Minnesota

My Commission Expires _____

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The information was checked and is true and correct to the best of my knowledge and belief.

Notary Public, Henry County, Minnesota

My Commission Expires _____

CITY OF MINNESOTA, COUNTY OF HENRY

The information was checked and is true and correct to the best of my knowledge and belief.

Notary Public, Henry County, Minnesota

My Commission Expires _____

CITY OF MINNESOTA, COUNTY OF HENRY

The information was checked and is true and correct to the best of my knowledge and belief.

Notary Public, Henry County, Minnesota

My Commission Expires _____

CITY OF MINNESOTA, COUNTY OF HENRY

The information was checked and is true and correct to the best of my knowledge and belief.

Notary Public, Henry County, Minnesota

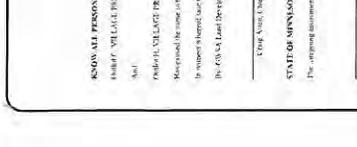
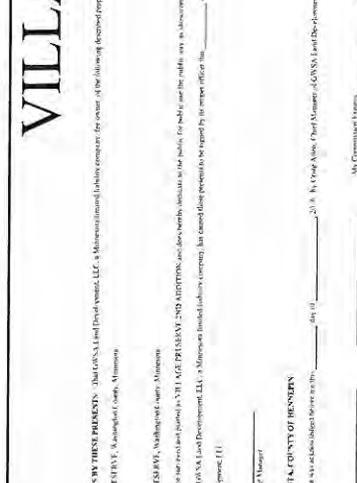
My Commission Expires _____

CITY OF MINNESOTA, COUNTY OF HENRY

The information was checked and is true and correct to the best of my knowledge and belief.

Notary Public, Henry County, Minnesota

My Commission Expires _____

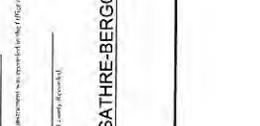


DEVELOPER'S CERTIFICATION

I, the undersigned, being duly sworn, depose and say that the information contained herein is true and correct to the best of my knowledge and belief.

Notary Public, Henry County, Minnesota

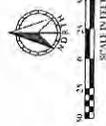
My Commission Expires _____



VILLAGE PRESERVE 2ND ADDITION



MATCH LINE
(SEE SHEET 1 OF 2 SHEETS)



FRANAGE AND UTILITY ELEMENTS ARE SHOWN IN RED
 NOT TO SCALE
 BEING'S LOT IS WITH SHOWN AS A LOT IN THIS PLAN, ONLY ELEMENTS RELATED TO IT ARE SHOWN. OTHER ELEMENTS RELATED TO IT ARE SHOWN IN OTHER SHEETS.
 DISTANCE FROM ADJACENT PROPERTY

This plan is for the subdivision of the land in the Village Preserve 2nd Addition, which is shown as a bearing of the land in the plan. SEE SHEET 1 OF 2 SHEETS.

SATHRE-BERGQUIST, INC.



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

March 24, 2016

After review of the VILLAGE PRESERVE SECOND ADDITION, I have the following comments.

- Spacing and locations of fire hydrants meets requirements.
- Ensure road widths are in compliance and address no parking if needed to ensure access for emergency vehicles.
- I am concerned with the naming of LADY SLIPPER CIRCLE NO.. It is an East/West road, directly in line with 41st Street No. I would recommend the continuation of 41st Street No.

Reviewed by

A handwritten signature in black ink, appearing to read 'G. Malmquist', is written over a faint, illegible printed name.

Greg Malmquist, Fire Chief

"Proudly Serving Neighbors & Friends"

MEMORANDUM

FOCUS ENGINEERING, inc.

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

Date: March 28, 2016

To: Stephen Wensman, City Planner
Cc: Chad Isakson, P.E., Municipal Engineer
From: Jack Griffin, P.E., City Engineer

Re: Village Preserve 2nd Addition – Final Plat
Engineering Review Comments

An engineering review has been completed for the Village Preserve 2nd Addition development. Final Plat/Final Construction Plans were received on February 23, 2016. The submittal consisted of the following documentation prepared by Sathre-Bergquist, Inc., or as noted:

- Village Preserve Phase 2 Final Plat, not dated.
- Village Preserve 2nd Final Plat Narrative.
- Village Preserve 2nd Addition Specifications dated February 22, 2016.
- Village Preserve 2nd Addition Construction Plans dated February 9, 2016.

STATUS/FINDINGS: Engineering review comments have been provided in two separate memos; one for Final Plat approval, and one to assist with the completion of the final Construction Plans. Please see the following review comments relating to the Final Plat application.

FINAL PLAT: VILLAGE PRESERVE 2ND ADDITION

- Final Construction Plans and Specifications must be revised in accordance with the Construction Plan engineering review memorandum dated March 28, 2016.
- Final Construction Plans and Specifications must be prepared in accordance with the City Engineering Design Standards Manual using City details, plan notes and specifications and meeting City Engineering Design Guidelines.
- 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.
- All Outlots to be owned by the City, all easements and all right-of-way as requested by the City Engineer and Public Works department shall be documented on the Final Construction Plans.
- Final Plat should be contingent upon the City receiving copies of fully executed temporary construction easements or property owner permissions in a form acceptable to the City Attorney that allows for the construction and grading activities for all work off-site from the proposed Plat limits.
- All public improvements outside of the Village Preserve site needed to serve the residential subdivision, including the facilities shared with the Wildflower at Lake Elmo development, must be completed prior to the issuance of building permits in the Village Preserve 2nd Addition residential subdivision.

FINAL CONSTRUCTION PLANS & SPECIFICATIONS

- No construction for Village Preserve 2nd Addition may begin until the applicant has received City Engineer approval for the Final Construction Plans; the applicant has obtained and submitted to the City all

applicable permits, easements and permissions needed for the project; and a preconstruction meeting has been held by the City's engineering department.

- No construction for Village Preserve 2nd Addition may begin until there is resolution in regards to the Village Preserve As-built grading for Ponds 3N and 4N. Per email correspondence dated March 3 and March 8, 2016, pond 3N and 4N grading must be corrected to be within City standard grading tolerances; or a revised Stormwater Management Plan must be prepared and approved by the City and the VBWD.
- The Final Plat shall not be recorded until final construction plan approval is granted.
- A separate memorandum will be provided to direct additional plan corrections necessary for final construction plan approval.

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

RESOLUTION NO. 2016-35

*A RESOLUTION APPROVING A FINAL PLAT FOR THE VILLAGE PRESERVE 2ND
ADDITION RESIDENTIAL SUBDIVISION*

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

WHEREAS, GWSA Land Development, LLC, 10850 Old County Road 15, Suite 200, Plymouth, MN 55441 has submitted an application to the City of Lake Elmo (“City”) for a Final Plat for the first phase of the Village Preserve residential subdivision, a copy of which is on file in the City of Lake Elmo Community Development Department; and

WHEREAS, the City approved the Village Preserve Preliminary Plat on July 15, 2014; and

WHEREAS, the proposed Village Preserve Final Plat includes 45 single family residential lots within a planned subdivision on Outlot C, Village Preserve, PID Number: 12.029.21.33.0050 in the Village Planning Area; and

WHEREAS, the Lake Elmo Planning Commission reviewed the Final Plat on April 11, 2016 and adopted a motion recommending approval of the Final Plat subject to 13 conditions of approval; and

WHEREAS, the Lake Elmo Planning Commission has submitted its report and recommendation concerning the Final Plat as part of a memorandum to the City Council for the April 19, 2016 Council Meeting; and

WHEREAS, the City Council reviewed the Village Preserve Final Plat at its meeting held on April 19, 2016 and made the following findings of fact:

- 1) That the Village Preserve 2nd Addition Final Plat is consistent with the Preliminary Plat as approved by the City of Lake Elmo on 7/15/14.
- 2) That the Village Preserve 2nd Addition Final Plat is consistent with the Lake Elmo Comprehensive Plan and the Future Land Use Map for this area.
- 3) That the Village Preserve 2nd Addition Final Plat complies with the City’s Urban Low Density Residential zoning district.
- 4) That the Village Preserve 2nd Addition 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 Village Preserve 2nd Addition Final Plat complies with the City's subdivision ordinance.
- 6) That the Village Preserve 2nd Addition 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 3/28/16.

NOW, THEREFORE, BE IT RESOLVED THAT the City Council does hereby approve the Village Preserve Final Plat subject to the following conditions:

- 5) Final construction plans and specifications, shall be revised and approved along with other comments complying with the City Engineer's memorandum dated 3/28/16 prior to the release of the final plat for recording.
- 6) The applicant shall be responsible for the construction of all improvements within the Lake Elmo Avenue (CSAH 17) right-of-way as required by Washington County and further described in the review letter received from the County dated June 24, 2014, and that no building permits be issued in the second phase until the turnlanes are installed and Washington County's requirements have been complied with.
- 7) The developer shall follow all of the rules and regulations spelled out in the Wetland Conservation Act, and shall comply with the permit #2015-06 from Valley Branch Watershed District.
- 8) Prior to the release of the Final Plat for recording, 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.
- 9) 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.
- 10) All outlots to be owned by the City, all easements and all rights-of-way as requested by the City Engineer and Public Works Department shall be documented on the Final Construction Plans.
- 11) The developer shall provide fully executed temporary construction easements or property owner permissions in a form acceptable the city Attorney that allow for the construction and grading activities for all work off-site from the proposed Plat prior to releasing the Final Plat for recording.
- 12) The street Lady Slipper Circle N. shall be changed to 41st Street Circle N. on the Village Preserve 2nd Addition Plat prior to recording.
- 13) All public improvements outside of the Village Preserve site needed to serve the residential subdivision, including the facilities shared with Wildflower at Lake Elmo, must be completed prior to issuance of building permits in the Village Preserve 2nd Addition.

- 14) Prior the release of building permits, the developer shall annex the Village Preserve 2nd Addition into the Village Preserve Homeowners Association covenants.
- 15) That a City approved maintenance plan for commonly held CIC and City outlots and rights-of-ways to be incorporated into the CIC declarations and bylaws and Landscape and Irrigation License Agreement prior to release of the final plat for recording.
- 16) That a Landscape and Irrigation License Agreement be executed for the maintenance of commonly held CIC and City outlots and rights-of-ways prior release of the final plat for recording.
- 17) That the Final Landscape Plan for Village Preserve 2nd Addition be submitted for approval by the City, including irrigation plans for Village Preserve 1st and 2nd Additions per the requested of the City Landscape Consultant, documented in a memo dated 3/30/16. Approval shall be required prior to the release of Final Plat for recording.

Passed and duly adopted this 19th day of April, 2016 by the City Council of the City of Lake Elmo, Minnesota.

Mike Pearson, Mayor

ATTEST:

Julie Johnson, City Clerk



**City of Lake Elmo
Planning Commission Meeting
Minutes of April 11, 2016**

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

COMMISSIONERS PRESENT: Kreimer, Dunn, Larson, Griffin, Dodson, Fields, Lundquist and Williams.

COMMISSIONERS ABSENT: Haggard & Larson

STAFF PRESENT: Planning Director Wensman, & City Planner Becker

Approve Agenda:

The agenda was approved as presented.

Approve Minutes: March 28, 2015

M/S/P: Williams/ move to approve the March 28, 2016 minutes as amended, **Vote: 7-0, motion carried.**

Public Hearing – Comprehensive Plan Map Amendment

Wensman started his presentation regarding the Comprehensive Plan amendment. The City is planning for the Old Village Phase 2 street and utility improvement project. 3 parcels have petitioned to join the MUSA. Within the proposed MUSA, many properties are currently guided for rural single family and rural area development which is not consistent with sewered development. The identified parcels will be reguided to Village Urban Low Density. Met Council approval is required and upon review, the Met Council has requested that the properties within the MUSA be guided for sewered development.

Dunn asked how many acres are in the new area. She wants the motions broke into 2 separate motions. She wants to know what the density range is for this Village Urban Low Denisty. Wensman stated that the range is 1.5 – 2.49 per acre. Wensman stated that this might need to be continued as the Comp plan requires 3 units per acre for sewered. Kreimer stated that there can be pockets as long as the overall area meets the 3 units per acre. Wensman stated that he thinks that we will get push back from Met Council if we use this guidance.

Public hearing on adding the 3 properties opened at 7:15 pm

Steve Johnson, 2915 Lake Elmo Ave, asked what the designation needed to be. Williams pointed out that the public hearing was only to add them to the MUSA.

There were no written comments

Public hearing closed at 7:18 pm

M/S/P: Williams/Dunn, move to add findings of fact that there is a homeowner petition, that the Met Council staff is in agreement with adding these properties and that there is no significant change in project scope and cost to the City. **Vote: 7-0, motion carried.**

M/S/P: Williams/Dodson, move to recommend approval of an amendment to the City's Comprehensive Wastewater Facilities Plan adding 3 residential parcels, PID #'s 24.029.21.22.0019, 24.029.21.22.0020 and 24.029.21.22.0021 to the Village MUSA area based on the attached findings, **Vote: 7-0, motion carried.**

M/S/P: Williams/Dodson, move to postpone amending the Comprehensive Land Use Plan by reguiding parcels in the Village MUSA until such time as a new public hearing has been noticed, **Vote: 7-0, motion carried.**

Dodson is concerned that the existing RS homes will get that Village Medium Density designation. Wensman stated that the rezoning should occur shortly after the sewer hook ups occur.

Dunn stated that the maps are different in the packet than what was shown tonight. She would like things clarified and simplified.

Public Hearing – Rezoning the Inwood Water Tower site to PF

The City's Inwood Watertower site is currently zoned Rural Residential and essential services are guided in the Comprehensive Plan as Public/Park. The request is to rezone the Inwood watertower to PF – Public/Semi Public. This is a 1.44 acre parcel owned by the City.

Public hearing opened at 7:34 pm

No one spoke and there were no written comments.

Public hearing closed at 7:35 pm

M/S/P:Lundquist/Williams, move to recommend approval of the rezoning of the Inwood Watertower site PID #28.029.21.42.0003, from the RR – Rural Residential Zoning District to the PF – PF Public or Semi-Public zoning district, **Vote: 7-0, motion carried.**

M/S/P:Williams/Dodson, proposes an amendment to include based on the findings presented in the staff report, **Vote: 7-0, motion carried.**

Business Item – Village Preserve 2nd Addition Final Plat

Wensman started his presentation regarding Village Preserve 2nd addition. This application is to Final Plat Outlot C into 45 single family homes and a .13 acre outlot for a trail. This final plat is consistent with the preliminary plat.

The Fire Chief would like the street named Lady Slipper Circle on the plat map changed to 41st Street Circle. Wensman went through his findings of fact and 13 conditions of approval, one of which is constructing a turn lane on Lake Elmo Ave. Building permits will not be issued until the turn lane is constructed.

Dodson pointed out a few technical changes. He also asked if the HOA had been established yet. Wensman stated that the documents have been drafted, but beyond that he is not sure.

Craig Allen, GWSA, talked about the drainage of the development and the shared ponding with Wildflower. The irrigation and landscape plan was all done at once and should not be difficult to finish up for phase II.

Dunn asked about the sidewalk and trail system and why they are different widths. Allen went through the trail system.

M/S/P: Williams/Dodson, move to approve the Village Preserve 2nd addition Final Plat with the 13 conditions of approval as drafted by Staff based on the findings of fact listed in the staff report as amended, **Vote: 7-0, motion carried.**

Business Item – Zoning Text Amendment Noise Ordinance

Planner Becker explained the proposed ordinance as requested by the City Engineer. The staff would like feedback from the Planning Commission prior to the public hearing scheduled on April 25th, 2016.

Dodson likes the Oakdale ordinance better than either version of the Lake Elmo ordinance. He prefers talking about how loud something is and hours vs. types of equipment allowed. He is also wondering what the penalties are for violations. Becker stated that the penalty is outlined in ordinance 10.99.

Dunn is concerned about MPCA standards, but does not see those standards anywhere. Wensman stated that it was previously discussed during the Hecker wedding venue and states what the noise limits are. Williams thinks there should be a reference to those standards. Wensman stated that he does not think it is necessary as our numbers come from those standards.

Dunn feels that the current ordinance protects the current residents and does not feel it should change. Kreimer does not see a need to change the noise ordinance. He lived through it in 2014 with Hammes Estates and they worked weekends and it was miserable. They could not enjoy their property that whole summer.

Fields would rather have exemptions on a project by project basis rather than change the ordinance. Williams is troubled by the inclusion of Saturday. He would rather see the ordinance allow public projects to be exempted.

Williams would like to suggest that in section 1A, construction activity is allowed from 7am – 7pm during the week, but nothing on Saturdays. In the last section where it talks about public projects, allow

Business Item – Zoning Text Amendment – Open Space Preservation Ordinance

Business Item – 2016 Planning Commission Work Plan

Council Updates – April 5, 2016 Meeting

1. Savona 4th addition Developer Agreement – passed.
2. Easton Village Park Plan – passed.
3. Palmquist Commercial Wedding Venue IUP – Postponed.

Staff Updates

1. Upcoming Meetings
 - a. April 25, 2016
 - b. May 10, 2016

Commission Concerns

Meeting adjourned at 9:50 pm

Respectfully submitted,

Joan Ziertman
Planning Program Assistant



YOR & COUNCIL COMMUNICATION

DATE: April 19, 2016
REGULAR
ITEM # 20a
RESOLUTION 2016-34

AGENDA ITEM: Inwood 3rd Addition Residential Subdivision – Final Plat and Final PUD

SUBMITTED BY: Stephen Wensman, Planning Director

THROUGH: Clark Schroeder, Interim City Administrator

REVIEWED BY: Planning Commission
Jack Griffin, City Engineer

SUGGESTED ORDER OF BUSINESS:

- Introduction of ItemCommunity 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 recommending that the City Council approve a Final Plat and Final PUD request from Hans Hagen Homes for the third addition of a planned unit development to be located east of Inwood Avenue and south of 10th Street within the City’s I-94 corridor planning area. The Final Plat and PUDt had included 68 single-family lots, however to avoid the need to construct a temporary turnaround, the final plat will be 67 lots and one additional outlot.

The Planning Commission considered the final plat at its March 14, 2016 meeting and a summary of the Commission’s report and recommendation is included below.

FISCAL IMPACT: The developer agreement includes a detailed accounting of any development costs that will be the responsibility of the developer and/or the City.

SUMMARY AND ACTION REQUESTED: The City Council is being asked to consider a request from Hans Hagen Homes for approval of a Final Plat and Final PUD associated with the

third phase of the InWood Planned Unit Development (PUD). The Final Plat and PUD consists of 67 single family lots and seven outlots that will re-subdivide Outlot J, Inwood 1st Addition and the related construction plans for the improvements necessary to serve the 67 single family homes. Outlots C, D, and E, 0.29, 0.40 and 0.68 acres respectively, are infiltration basins that will be dedicated to the City. Outlots A, B, F and G will be held by the developer to be replatted in a future phase.

The Planning Commission reviewed the final plat at the March 14, 2016 meeting. At the Planning Commission meeting, several errors to the Staff report were noted. Island Trail will be platted to 10th Street, but only constructed to the northerly extent of the new lots. The 3rd Addition includes an extension of the sidewalk along Island Trail and a new trail through Outlot D as well as in the City Park extending to 10th Street to the north. Also, in several places 2nd Addition was referenced rather than 3rd Addition.

On March 14, 2016, the Planning Commission recommended approval of the Inwood 3rd Addition Final Plat and Final PUD Plan subject to 10 conditions of approval. Since the Commission's review, Staff had the South Washington Watershed District (SWWD) review the infiltration basin design based on concerns with the detail. The SWWD provided recommended changes to the developer that are attached to this memorandum and are now a condition of approval. The condition related to the Final Plat lots 11 and 12, Block 4 has been complied with and the change has been reflected on the attached Final Plat. The attached resolution lists ten conditions of approval.

Since the Planning Commission review and to address an Engineering requirement for a temporary cul-de-sac, the developer has removed one lot and has turn it into an Outlot G for future development as reflected on the attached Final Plat.

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

“Move to adopt Resolution No. 2016-34 approving the final plat for Inwood 3rd Addition with the findings in the staff report”

LEGISLATIVE HISTORY/PLANNING COMMISSION REPORT: The Planning Commission considered the final plat at its March 14, 2016 meeting, and recommended approval of the request as presented with one additional condition. The Planning Commission adopted a motion to recommend approval of the final plat consistent with the findings as noted in the attached resolution. The motion passed unanimously.

BACKGROUND INFORMATION (SWOT):

- | | |
|----------------------|---|
| Strengths | <ul style="list-style-type: none">• The proposed plat is consistent with preliminary plat and creates 67 new buildable lots and one outlot from a larger outlot that was set aside for future replatting. |
| Weaknesses | <ul style="list-style-type: none">• None |
| Opportunities | <ul style="list-style-type: none">• The request for third addition is based on strong demand for the lots within the development. |

Threats • None

RECOMMENDATION: The Planning Commission and Staff are recommending that the City Council approve the final plat for Inwood 3rd Addition. The suggested motion to adopt the Planning Commission recommendation is as follows:

“Move to adopt Resolution No. 2016-34 approving the final plat for Inwood 3rd Addition with the findings in the staff report”

ATTACHMENTS:

1. Resolution No. 2016-34
2. Final Plat
3. Planning Commission Staff Report and attachments – 3/14/16
4. Planning Commission Minutes – 3/14/16
5. SWWD Infiltration Basin review email – 3/30/16

INWOOD THIRD ADDITION

KNOW ALL PERSONS BY THESE PRESENTS: That Inwood 10, LLC., a Minnesota limited liability company, fee owner of the following described property situated in the County of Washington, State of Minnesota, to wit:

Outlot J, INWOOD, according to the recorded plat thereof, Washington County, Minnesota.

Has caused the same to be surveyed and platted as INWOOD THIRD ADDITION and does hereby dedicate to the public the public ways and the drainage and utility easements created by this plat.

In witness whereof said Inwood 10, LLC., a Minnesota limited liability company, has caused these presents to be signed by its proper officer this _____ day of _____, 20____.

INWOOD 10, LLC.

_____, its _____.

STATE OF MINNESOTA
 COUNTY OF _____
 This instrument was acknowledged before me on this _____ day of _____, 20____, by _____ of Inwood 10, LLC., a Minnesota limited liability company, on behalf of the company.

Notary Public, _____ County, Minnesota
 My Commission Expires _____

I Daniel W. Obermiller do hereby certify that I have surveyed and platted or directly supervised the survey and platting of the property described on this plat as INWOOD THIRD ADDITION; that I am a duly Licensed Land Surveyor in the State of Minnesota; that this plat is a correct representation of the boundary survey; that all mathematical data and labels are correctly designated on the plat; that all monuments depicted on the plat have been or will be correctly set within one year as indicated on the plat; that all water boundaries and wet lands as defined in MS Section 505.01, Subd. 3 existing as of the date of this certification are shown and labeled on the plat; and that all public ways are shown and labeled on the plat.

Dated this _____ day of _____, 20____.

Daniel W. Obermiller, Licensed Land Surveyor
 Minnesota License No. 25341

STATE OF MINNESOTA
 COUNTY OF _____

The foregoing Surveyor's Certificate was acknowledged before me on this _____ day of _____, 20____, by Daniel W. Obermiller, Licensed Land Surveyor, Minnesota License No. 25341.

Notary Public, _____ County, Minnesota
 My Commission Expires _____

LAKE ELMO PLANNING COMMISSION
 Approved by the Planning Commission of the City of Lake Elmo, Minnesota, this _____ day of _____, 20____.

PLANNING COMMISSION, CITY OF LAKE ELMO, MINNESOTA

By _____ Chairman By _____ Secretary

CITY OF LAKE ELMO, MINNESOTA
 The foregoing plat of INWOOD THIRD ADDITION was approved by the City Council of Lake Elmo, Minnesota, this _____ day of _____, 20____, and hereby certifies compliance with all requirements as set forth in Minnesota Statutes, Section 505.03, Subdivision 2.

CITY OF LAKE ELMO, MINNESOTA
 By _____ Mayor By _____ Clerk

COUNTY SURVEYOR
 Pursuant to Chapter 820, Laws of Minnesota, 1971, and in accordance with Minnesota Statutes, Section 505.021, Subd. 11, this plat has been reviewed and approved this _____ day of _____, 20____.

By _____ Washington County Surveyor By _____

COUNTY AUDITOR/TREASURER
 Pursuant to Minnesota Statutes, Section 505.021, Subd. 9, taxes payable in the year 20____ on the land herebefore described have been paid. Also pursuant to Minnesota Statutes, Section 272.12, there are no delinquent taxes and transfer has been entered on this _____ day of _____, 20____.

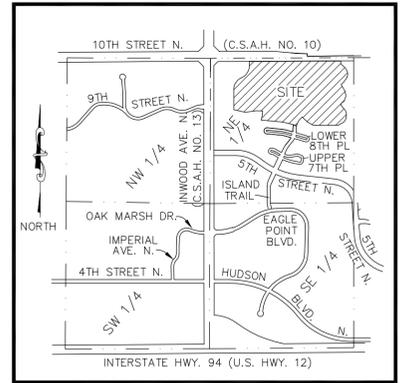
By _____ Washington County Auditor/Treasurer By _____ Deputy

COUNTY RECORDER
 Document Number _____
 I hereby certify that this instrument was recorded in the Office of the County Recorder for record on this _____ day of _____, 20____, at _____ o'clock _____ M., and was duly recorded in Washington County Records.

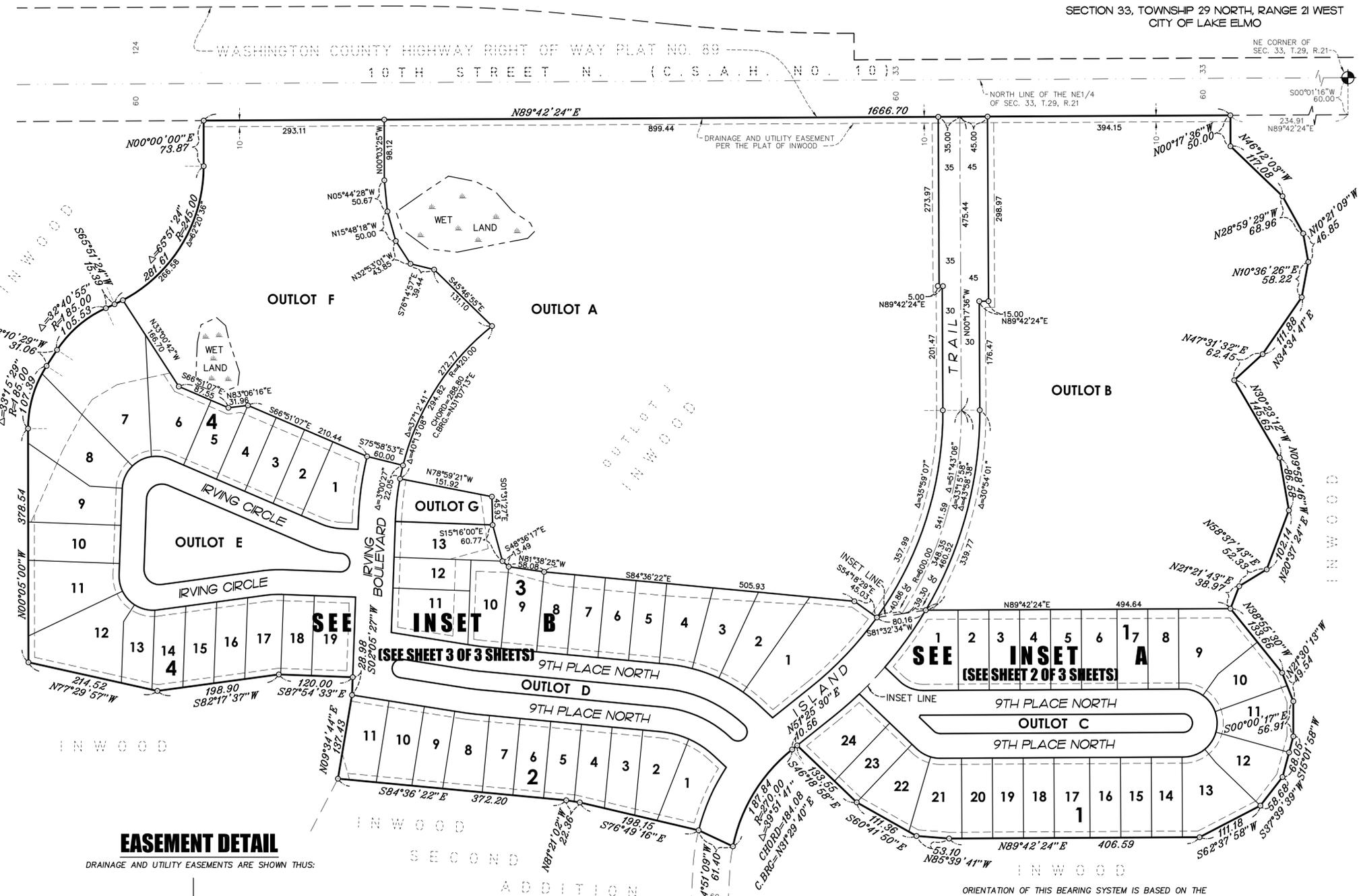
By _____ Washington County Recorder By _____ Deputy



VICINITY MAP NOT TO SCALE

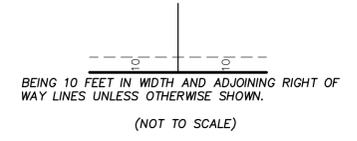


SECTION 33, TOWNSHIP 29 NORTH, RANGE 21 WEST
 CITY OF LAKE ELMO



EASEMENT DETAIL

DRAINAGE AND UTILITY EASEMENTS ARE SHOWN THUS:



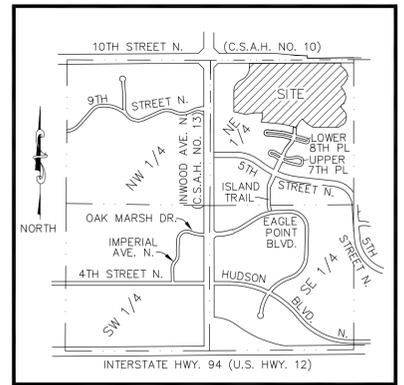
ORIENTATION OF THIS BEARING SYSTEM IS BASED ON THE WASHINGTON COUNTY COORDINATE SYSTEM (NAD 83).
 DENOTES WASHINGTON COUNTY CAST IRON MONUMENT, UNLESS OTHERWISE SHOWN.
 DENOTES A 1/2 INCH BY 14 INCH IRON PIPE, WITH PLASTIC CAP INSCRIBED R.L.S. NO. 25341, WHICH HAS BEEN SET OR WILL BE SET IN ACCORDANCE WITH MS 505.021, SUBD 10.

INWOOD THIRD ADDITION

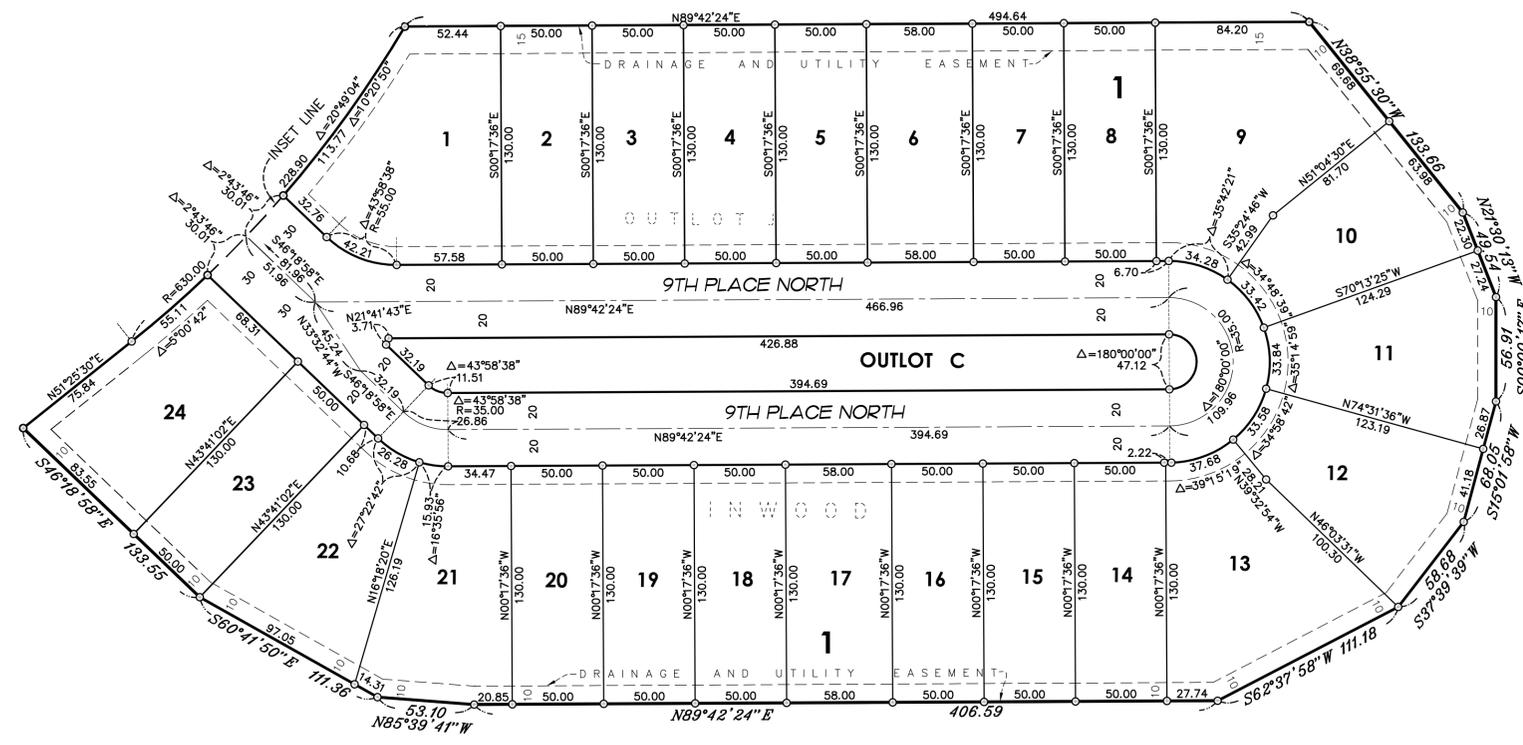
INSET A

VICINITY MAP

NOT TO SCALE



SECTION 33, TOWNSHIP 29 NORTH, RANGE 21 WEST
CITY OF LAKE ELMO

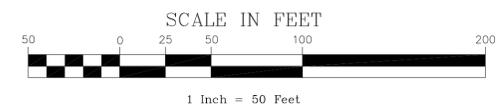
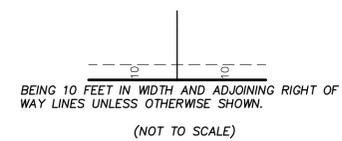


ORIENTATION OF THIS BEARING SYSTEM IS BASED ON THE WASHINGTON COUNTY COORDINATE SYSTEM (NAD 83).

○ DENOTES A 1/2 INCH BY 14 INCH IRON PIPE, WITH PLASTIC CAP INSCRIBED R.L.S. NO. 25341, WHICH HAS BEEN SET OR WILL BE SET IN ACCORDANCE WITH MS 505.021, SUBD 10.

EASEMENT DETAIL

DRAINAGE AND UTILITY EASEMENTS ARE SHOWN THUS:

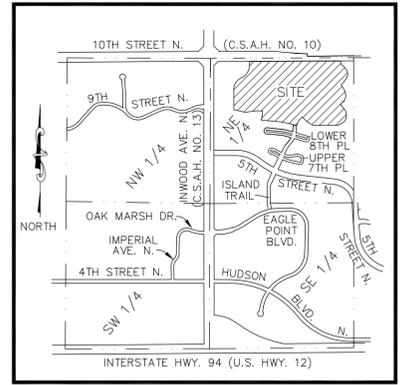


INWOOD THIRD ADDITION

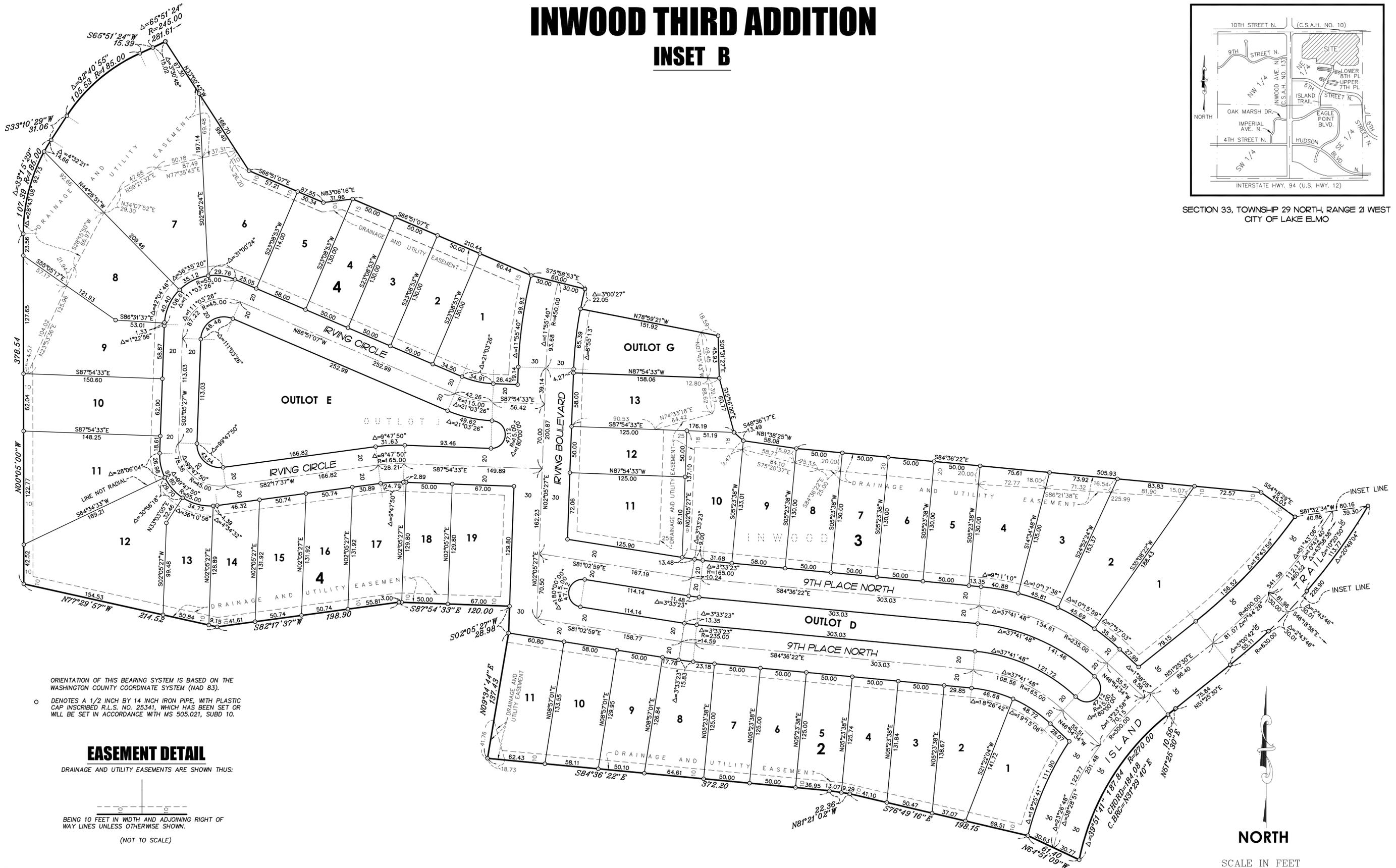
INSET B

VICINITY MAP

NOT TO SCALE



SECTION 33, TOWNSHIP 29 NORTH, RANGE 21 WEST
CITY OF LAKE ELMO

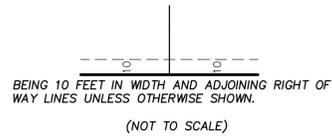


ORIENTATION OF THIS BEARING SYSTEM IS BASED ON THE WASHINGTON COUNTY COORDINATE SYSTEM (NAD 83).

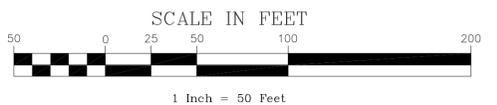
○ DENOTES A 1/2 INCH BY 14 INCH IRON PIPE, WITH PLASTIC CAP INSCRIBED R.L.S. NO. 25341, WHICH HAS BEEN SET OR WILL BE SET IN ACCORDANCE WITH MS 505.021, SUBD 10.

EASEMENT DETAIL

DRAINAGE AND UTILITY EASEMENTS ARE SHOWN THUS:



NORTH



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

RESOLUTION NO. 2016-34

*A RESOLUTION APPROVING A FINAL PLAT AND FINAL PLANNED UNIT DEVELOPMENT
(PUD) PLAN FOR INWOOD 3RD ADDITION PLANNED UNIT DEVELOPMENT*

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

WHEREAS, Hans Hagen Homes, 941 NE Hillwind Road, Suite 300, Fridley, MN has submitted an application to the City of Lake Elmo (“City”) for a Final Plat and Final PUD Plan for InWood Third Addition Planned Unit Development, a copy of which is on file in the City of Lake Elmo Planning Department; and

WHEREAS, the City approved the InWood PUD General Concept Plan on September 16, 2014; and

WHEREAS, the City approved the InWood Preliminary Plat and Preliminary PUD Plan on December 2, 2014; and

WHEREAS, the proposed InWood 3rd Addition Final Plat and Final PUD Plan includes 68 single family residential lots within the single family residential portion of the 157.2-acre InWood planned unit development located in Stage 1 of the I-94 Corridor Planning Area; and

WHEREAS, the Lake Elmo Planning Commission held public hearing on March 14, 2016 to consider the Final Plat and Preliminary PUD Plan request; and

WHEREAS, the Lake Elmo Planning Commission adopted a motion recommending approval of the Final Plat and Final PUD Plan subject to 10 conditions of approval; and

WHEREAS, the Lake Elmo Planning Commission has submitted its report and recommendation concerning the Final Plat and Final PUD Plan as part of a memorandum to the City Council for the April 19, 2016 Council Meeting; and

WHEREAS, the City Council reviewed the InWood Final Plat and Final PUD Plan at its meeting held on April 19, 2016 and made the following findings of fact:

- 1) That the procedure for obtaining approval of said Final Plat and Final PUD plans is found in the Lake Elmo City Code, Sections 153.08 and 154.750.
- 2) That all the requirements of said City Code Sections 153.08 and 154.750 related to the Final Plat and Final PUD plans have been met by the Applicant.

- 3) That the proposed Final Plat for InWood 3rd Addition consists of the creation of 68 single-family detached residential structures.
- 4) That the InWood 3rd Addition Final Plat and Final PUD Plan is consistent with the Preliminary Plat and Plans as approved by the City of Lake Elmo on December 2, 2014.
- 5) That the InWood 3rd Addition Final Plat and Final PUD Plan is consistent with the Lake Elmo Comprehensive Plan and the Future Land Use Map for this area.
- 6) That the InWood 3rd Addition Final Plat generally complies with the City's Urban Low Density Residential zoning district, with the exceptions as noted in the approved Preliminary PUD Plans and as further specified in Resolution No. 2014-094.
- 7) That the InWood 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 InWood 3rd Addition Final Plat complies with the City's subdivision ordinance.
- 9) That the InWood 3rd Addition Final Plat and Final PUD Plan complies with the City's Planned Unit Development Ordinance.

NOW, THEREFORE, BE IT RESOLVED THAT the City Council does hereby approve the InWood 3rd Addition Final Plat and Final PUD Plan subject to the following conditions:

- 1) All easements as requested by the City Engineer shall be documented on the Final Plat prior to the execution of the final plat by City Officials.
- 2) All conditions/comments from the City Engineer's review memorandum dated 3/10/16 be complied with prior to the execution of the final plat by City Officials.
- 3) That the Landscape Plans and Irrigation Plans be reviewed and approved by the City's Landscape Architect before a building permit may be issued for any structure within this subdivision.
- 4) A Common Interest Agreement concerning management of the common areas of InWood 3rd Addition 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.
- 5) 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 final plat and final development plans shall include provisions satisfactory to the City that no structure be located within 15 feet of any storm water improvement (include pipes and catch basins).

- 7) Retaining walls within rear yard utility easements shall be clearly documented and shall be owned and maintained by the InWood homeowners' association. All costs associated with protection, replacement, or maintenance of retaining walls due to any work in easements by the City shall be the full responsibility of the HOA.
- 8) That the trail in the east buffer area be constructed to 10th Street with the 3rd Addition development, before a building permit may be issued for any structure within this subdivision.
- 9) All trails within and adjacent to the 3rd Addition development be constructed before any building permits are issued for any structure within this subdivision.
- 10) That the infiltration basin design be revised to comply with the South Washington Watershed District's recommended changes as specified in the email dated 3/30/16.

Passed and duly adopted this 19th day of April, 2016 by the City Council of the City of Lake Elmo, Minnesota.

Mike Pearson, Mayor

ATTEST:

Julie Johnson, City Clerk

Stephen Wensman

From: Schilling, Andrew <aschilling@ci.woodbury.mn.us>
Sent: Wednesday, March 30, 2016 1:42 PM
To: John Rask
Cc: Loomis, John; Moore, Matt; Jenni Thompson; Stephen Wensman
Subject: RE: Inwood Landscape Plans

Hello, John.

See my comments and recommendations below regarding the latest filtration basin plans you provided (plans dated 3/17/16).

Inwood Filtration Basins - SWWD Recommendations and Comments:

1. Filtration Basin Amended Soil Media:

a. As the majority of the basin bottom is covered by a dry creek bed (vs. vegetation), it is recommended the filtration media be very lean on organics, following MN Stormwater Manual's updated Mix B with 85% Sand, 15% organic matter (MnDOT grade 2 compost and/or Peat) where the soil mixture has a phosphorus index between 12 and 30 mg/kg per Mehlich III (or equivalent) test.

b. For more information on Mix B -

http://stormwater.pca.state.mn.us/index.php/Comparison_of_pros_and_cons_of_bioretention_soil_mixes

2. Filtration Basin underdrain:

a. Geotextile fabric - Geotextile fabric is no longer recommended around underdrains (due to clogging/failure issues). Use choking stone (minimum 2" thickness between filtration media and larger diameter washed stone adjacent to pipe) in place of geotextile fabric.

b. Ensure there are inspection/cleanout risers at upstream and downstream ends of the underdrain (at minimum)

c. Add a gate valve at the downstream end of the underdrain (just before underdrain outlet) to allow for performance optimization.

d. The Minnesota Stormwater Manual provides more information regarding underdrains:

http://stormwater.pca.state.mn.us/index.php/Design_criteria_for_filtration

3. Ensure top of all landscape material (top of sod thatch, shredded hardwood mulch, top of stone (dry creek bed) is set 2" below ribbon curb to allow sheet flow runoff to remain as sheet flow entering the filtration basin area.

4. Comments on Landscape Notes:

a. Note 2: Vinyl edging tends to be a maintenance issue in locations where stormwater flows must cross - consider steel edging or grade to ensure flows do not cross edging locations

b. Note 5: Geotextile fabric is not recommend under the dry creek bed within the filtration basin's level bottom. However, for maintenance and erosion control purposes, geotextile fabric is recommended under dry creek bed sections adjacent to the ribbon curb and other side slopes.

Thanks,

Andy

Andy Schilling
Watershed Restoration Specialist
South Washington Watershed District

aschilling@ci.woodbury.mn.us

651-714-3717

[Click for Directions](#)

-----Original Message-----

From: John Rask [mailto:jrask@MIHOMES.com]

Sent: Monday, March 28, 2016 3:11 PM

To: Schilling, Andrew

Cc: Loomis, John; Moore, Matt; Jenni Thompson

Subject: RE: Inwood Landscape Plans

Andy,

I apologize. The e-mail I sent last week got bounced back. It must have been too large. I was trying to send you the complete grading plan along with the updated landscape plans.

We've made a few adjustments based on the suggestions of the City's landscape architect. These are still filtration basins with underdrains. They are mislabeled on our landscape plans as infiltration basins. I will correct this. You will find the filtration basin detail with the soil amendments specified on page 7 of the grading plan. This detail is the same as the original submittal.

As previously mentioned, there is a homeowners association that is obligated to maintain these basins.

Thanks,

John

-----Original Message-----

From: John Rask

Sent: Friday, March 25, 2016 8:44 AM

To: 'Schilling, Andrew'

Cc: swensman@lakeelmo.org; Loomis, John; Moore, Matt; Jenni Thompson; Stephen Mastey

Subject: RE: Inwood Landscape Plans

Andrew,

Attached are the landscape plans for the islands.

Please feel free to call me or e-mail with any questions.

Thanks,

John Rask | VP Land

M/I Homes of Minneapolis, LLC

Office: (763) 586-7202 | Mobile: (612) 910-9909

941 NE Hillwind Road | 300 | Fridley, MN | 55432 jrask@mihomes.com

-----Original Message-----

From: Schilling, Andrew [mailto:aschilling@ci.woodbury.mn.us]
Sent: Thursday, March 24, 2016 9:39 AM
To: John Rask
Cc: swensman@lakeelmo.org; Loomis, John; Moore, Matt
Subject: RE: Inwood Landscape Plans

John,

We need more information from you to clear up inconsistencies with the basin plans:

1. We've seen several different landscape plans for these basins - send the most current to us.
 - my comments regarding the basin final cover last week were based on plans dated 3-26-15
2. These basins were originally permitted as filtration basins with underdrains. Is this still the plan?
 - include details on soil amendments

These are a critical part of the stormwater management plan for the site, so we need to ensure they are built for long-term functionality.

Thanks,

Andy

Andy Schilling
Watershed Restoration Specialist
South Washington Watershed District
aschilling@ci.woodbury.mn.us
651-714-3717
[Click for Directions](#)

-----Original Message-----

From: Loomis, John
Sent: Thursday, March 24, 2016 8:36 AM
To: Schilling, Andrew
Subject: FW: Inwood Landscape Plans

John Loomis/SWWD
651-714-3714

-----Original Message-----

From: Moore, Matt
Sent: Wednesday, March 23, 2016 3:34 PM
To: Loomis, John
Subject: FW: Inwood Landscape Plans

Matt Moore

Administrator
South Washington Watershed District
2302 Tower Drive
Woodbury, MN 55125
P: 651.714.3729
C: 651.249.7096
mmoore@ci.woodbury.mn.us
www.swwdmn.org

[Click for Directions](#)

-----Original Message-----

From: Stephen Wensman [mailto:SWensman@lakeelmo.org]
Sent: Wednesday, March 23, 2016 3:13 PM
To: Moore, Matt
Subject: Inwood Landscape Plans

Matt,

I have attached the landscape plans for Inwood and you can see that the landscape plans for the infiltration basins show only rocks with no plants. The grading plans do not match the landscape plans. The developer plans on installing without native plants. Again, please let me know if you have any questions.

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

ITEM: Inwood 3rd Addition Final Plat and Final Planned Unit Development

SUBMITTED BY: Stephen Wensman, Planning Director

REVIEWED BY: Jack Griffin, City Engineer
Emily Becker, City Planner

SUMMARY AND ACTION REQUESTED:

The Planning Commission is being asked to consider a request to approve a Final Plat and Final Planned Unit Development (PUD) for Inwood 3rd Addition to create 68 single family. Staff is recommending approval of the request subject to compliance with the conditions listed in this report.

GENERAL INFORMATION

Applicant: Hans Hagen Homes (John Rask), 941 NE Hillwind Rd. Suite 300, Fridley, MN

Property Owners: Hans Hagen Homes (John Rask), 941 NE Hillwind Rd. Suite 300, Fridley, MN

Location: Outlot J, InWood 1st Addition.

Request: Application for Final Plat and Final PUD approval of a 68 unit residential subdivision to be named Inwood 2nd Addition.

Existing Land Use and Zoning: Vacant land –within Inwood Final Plat area. Current Zoning: PUD/LDR – Low Density Residential

Surrounding Land Use and Zoning: Completely surrounded by residential lots or vacant land within Inwood. Adjacent to storm water pond and future single family residential lots. Commercial/PUD to the east, LDR/PUD to the north and south, RE to the east.

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

History: The City Council approved the general concept plan for the Inwood on September 16, 2014, the preliminary plat on December 2, 2014 and the Final Plat on May 19, 2015 for phase 1. Inwood 2nd was approved on 9/1/15.

Deadline for Action: Application Complete – 2/29/2016
60 Day Deadline – 4/19/2016
Extension Letter Mailed – No
120 Day Deadline – N/A

Applicable Regulations: Chapter 153 – Subdivision Regulations
Article 10 – Urban Residential Districts (LDR)

Article 16 – Planned Unit Development Regulations
 §150.270 Storm Water, Erosion, and Sediment Control

REQUEST DETAILS

Hans Hagen Homes is requesting Final Plat and Final Planned Unit Development (PUD) approval of InWood 3rd Addition, replat of Outlot J, InWood 1st Addition. The final plat will result in 68 single family lots on 20.2 acres, 3 fewer lots than the approved preliminary plat, resulting in slightly larger lots in the third phase. Consistent with the preliminary plat, the plat will create three new street islands, Outlots C, D, and E, which are stormwater amenities within the streets. The remaining undeveloped land is being replatted into Outlots F, A, and B. Island Trail will be completed, connecting it to 10th Street N. (CSAH 10) in this third phase.

There is no parkland dedication in this phase. All parkland dedication was dedicated with the first phase. No trails are proposed with this plat, however, Staff is recommending that the proposed trail in Outlot L, Inwood 1st Addition, directly to the east, be installed up to the north edge of the area being platted or completed all the way to 10th Street N.

The City's subdivision ordinance establishes the procedure for obtaining final subdivision approval. A final plat can only be approved if it is in substantial conformance with the approved preliminary plat. It should also be noted that there were a series of conditions of Preliminary Plat approval that have not been met by the applicant, which will be required prior to issuing building permits in the 3rd phase of this development.

Staff has reviewed the final plat and found that it is generally consistent with the preliminary plat. The developer will need to follow all approved development and construction plans for this area.

REVIEW AND ANALYSIS

The InWood 3rd Addition final plat is in conformance with the preliminary plat with the exception that it contains 3 fewer lots. As a result of the lot reduction, some of the lots have gotten slightly larger. The change affects, Blocks 3 & 4. The proposed reduction does not impact any infrastructure and overall is an improvement, providing more lot area for home sites. Staff is recommending a revision to the lot line configuration of Lots 6, 7, 8, 11 and 12, Block 4. The staff recommended revisions will not significantly affect lot area, however it will slightly increase in the size of Outlot F. The proposed Staff revisions are attached to this staff report. In addition, the 3rd Addition development plans show no trail additions. Staff is recommending the planned trail within the east buffer area be constructed to the 10th Street as part of this phase of development to eliminate potential objections to a public trail near individual lots as they get constructed and residents move in.

The preliminary plat and plans for InWood were approved with conditions. From that preliminary plat approval, the following conditions remain outstanding (Staff has provided comments related to each condition in bold italics):

- 3) The preliminary landscape plan shall be updated to address the review comments from the City's landscape architecture consultant as noted in a review letter dated November 18, 2014. ***The City's landscape architect has reviewed phases 1, 2 and 3 and has submitted review comments on February 14, 2016 and March 8, 2016. To date, there are no approved landscape plans or irrigation plans for Inwood 1st – 3rd Addition. Compliance with the Landscape Architect's comments and approval of the plans shall be required prior to release of building permits in the 3rd phase.***

- 10) All center median planting areas as depicted on the preliminary plat and plans shall be owned by the City of Lake Elmo and 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, trails, or open space on the final plat. ***There is no signed maintenance agreement. An approved and executed maintenance agreement shall be required prior to the release of building permits in the 3rd phase.***
- 16) The developer shall provide landscape material along the west side of Pond #200 to the satisfaction of the City's landscape consultant. ***The phase 1, 2 and 3, and the 5th Street landscape plan shall be reviewed and approved by the City's Landscape Architect prior to release of building permits in the 3rd phase.***
- 18) The developer shall install a multi-purpose trail along 10th Street between "Street B" and Inwood Avenue. ***This condition will be addressed in a future phase.***

Any conditions that would still apply to the second addition are included as part of the Staff recommendation below. Based on the above Staff report and analysis, Staff is recommending approval of the final plat for Inwood 3rd Addition with any conditions from the resolution of approval for the first addition final plat that are still relevant for the proposed subdivision.

The recommended conditions are as follows:

Recommended Conditions of Approval:

- 1) All easements as requested by the City Engineer shall be documented on the Final Plat prior to the execution of the final plat by City Officials.
- 2) All conditions/comments from the City Engineer's review memorandum dated 3/10/16 be complied with prior to the execution of the final plat by City Officials.
- 3) That the Landscape Plans and Irrigation Plans be reviewed and approved by the City's Landscape Architect before a building permit may be issued for any structure within this subdivision.
- 4) A Common Interest Agreement concerning management of the common areas of InWood and establishing a homeowner's association shall be submitted in final form to the Planning Director before a building permit may be issued for any structure within this subdivision.
- 5) 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 final plat and final development plans shall include provisions satisfactory to the City that no structure be located within 15 feet of any storm water improvement (include pipes and catch basins).
- 7) Retaining walls within rear yard utility easements shall be clearly documented and shall be owned and maintained by the InWood homeowners' association. All costs associated with protection, replacement, or maintenance of retaining walls due to any work in easements by the City shall be the full responsibility of the HOA.

- 8) That the trail in the east buffer area be constructed to 10th Street with the 3rd Addition development.
- 9) That lots 11 and 12, Block 4 be reconfigured as recommended by City Staff.

DRAFT FINDINGS

Staff is recommending that the Planning Commission consider the following findings with regards to the proposed Inwood 2nd Addition Final Plat:

- That all the requirements of City Code Section 153.08 related to the Final Plat have been met by the Applicant.
- That the proposed Final Plat for Inwood 3rd Addition consists of the creation of 68 single-family detached residential structures.
- That the Inwood 3rd Addition Final Plat is consistent with the Preliminary Plat and Plans as approved by the City of Lake Elmo on December 2, 2014.
- That the Inwood 3rd Addition Final Plat is consistent with the Lake Elmo Comprehensive Plan and the Future Land Use Map for this area.
- That the Inwood 3rd Addition Final Plat generally complies with the City's Urban Low Density Residential zoning district except as previously approved as part of the Inwood PUD.
- That the Inwood 3rd Addition 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 previously approved as part of the Inwood PUD.
- That the Inwood 3rd Addition Final Plat complies with the City's subdivision ordinance.

RECCOMENDATION:

Staff recommends that the Planning Commission recommend approval of the Inwood 2nd Addition Final Plat with the 4 conditions of approval as listed in the Staff report.

Suggested motion:

“Move to recommend approval of the Inwood 3rd Addition Final Plat with the 9 conditions of approval as drafted by Staff based on the findings of fact listed in the Staff Report.”

ATTACHMENTS:

1. Application Forms
2. Inwood 3rd Addition Final Plat
3. Inwood 3rd Addition Inset B (3 pages)
4. Inwood 3rd Addition Final Plans

SUGGESTED ORDER OF BUSINESS:

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

Date Received: _____
Received By: _____
LU File #: _____



651-747-8900
3800 Laverne Avenue North
Lake Elmo, MN 55042

FINAL PLAT APPLICATION

Applicant: Hans Hagen Thomas
Address: 941 NE Hillwood Rd, Suite 300 Fridley, MN 55432
Phone #: 763-586-7297
Email Address: hask@hanshagenthomas.com

Fee Owner: Tanwood 10 LLC
Address: 95 South Oronoco Blvd W.
Phone #: 651-484-0070
Email Address: Schueie@azuraproperties.com

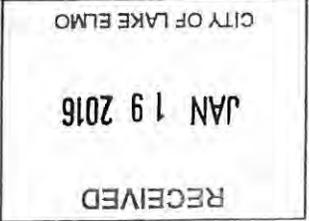
Property Location (Address and Complete (long) Legal Description: 600 SE corner of 10th Street and Tanwood Ave
Parcel 1, Tanwood

General information of proposed subdivision: See Attached

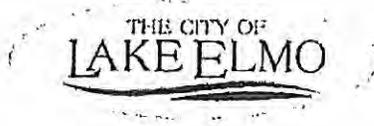
In signing this application, I hereby acknowledge that I have read and fully understand the applicable provisions of the Zoning Ordinance and current administrative procedures. I further acknowledge the fee explanation as outlined in the application procedures and hereby agree to pay all statements received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

Signature of applicant: [Signature] Date: 1/17/16

Fee Owner Signature: [Signature] Date: 18 Jan 2016



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



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

LAND USE APPLICATION

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

Applicant: Hans Hagen Homes
Address: 941 NE Hillwood Rd, Suite 300 Fridley, MN 55432
Phone #: 763-586-7202
Email Address: joak@hanshagenhomes.com

Fee Owner: Inwood 10 LLC
Address: 95 South Ormskirk Blvd. L.
Phone #: 651-484-0020
Email Address: Schwartz@azuraproperties.com

Property Location (Address and Complete (long) Legal Description): Lot 5, Inwood

Detailed Reason for Request: Final Plat of PUD

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

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

Signature of applicant: [Signature] Date: 1/17/16

Signature of fee owner: R Schwart Date: 18 Jan 2016

Received 1/19/16
[Signature]

Final Plat and PUD Final Plan Narrative
Hans Hagen Homes
January 17, 2016

2. Written Statements

a. *List of contact information:*

Applicant

John Rask
Hans Hagen Homes
941 NE Hillwind Road, Suite 300
Fridley, MN 55432
763-586-7200

Property Owner

Tom Schuette
Inwood 10 LLC
95 South Owasso Blvd. E
St. Paul, MN 55117
651-484-0070

Surveyor

Dan Obermiller
EG Rud and Sons, Inc.
6776 Lake Drive NE, Suite 110
Lino Lakes, MN 55014
651-361-8200

Civil Engineer

Brian Krystofiak, PE
Carlson McCain, Inc.
248 Apollo Drive, Suite 100
Lino Lakes, MN 55014
763-489-7905

Wetland Consultant

Melissa Barrett
Kjolhaug Environmental
26105 Wild Rose Lane
Shorewood, MN 55331
952-401-8757

- b. *A listing of the following site data: Address, current zoning, parcel size in acres and square feet, property identification number(s) (PID), and current legal description(s);*

See attached.

- c. *Final Subdivision and Lot Information*

- i. InWood 3rd Addition
- ii. Lot Tabulation – see attached plat and table. The 3rd addition plat includes a total of 68 lots, which is a reduction of 4 lots from the approved preliminary plat.
- iii. There is no park land dedicated in this phase.
- iv. Outlot A wetland is 17,773 sq. ft., buffer is 16,089 square feet
- v. 5.5 acres of public right-of-way.

- d. *An explanation of how issues have been addressed since the Preliminary Plat phase of the development;*

The final plat for the 3rd Addition is consistent with the preliminary plat and conditions of approval as discussed below. The applicant has reduced the numbers of lots in this area of the neighborhood by 4 lots. This change is being made to increase the size of the remaining lots for larger homes.

Conditions of Preliminary Plat Approval:

1. The applicant shall work with Community Development Director to name all streets in the subdivision in a manner acceptable to the City prior to the submission of final plat.

Response: The Community Development Director has supplied street names for the entire plat.

2. The City and the applicant shall reach an agreement concerning the location and dedication of land associated with the proposed water necessary to provide adequate water service to the InWood project area prior to the acceptance of a final plat for any portion of the PUD area.

Response: The applicant and City have agreement on the final water system design. The property owner, Inwood 10 LLC, has provided land for a future City water tower.

3. The preliminary landscape plan shall be updated to address the review comments from the City's landscape architecture consultant as noted in a review letter dated November 18, 2014.

Response: The application has submitted revised plans to the City addressing the above. Landscaping for the first phase and 5th Street has been partially installed.

4. Prior to the submission of a final plat for any portion of the InWood PUD, the developer shall work with the City to determine the appropriate park dedication calculations for the entire development area.

Response: The Park Dedication requirements were determined with the Final Plat for Inwood. Outlot L, Inwood is being dedicated to the City for future park.

5. As part of any development agreement that includes improvements to one of the adjacent County State Aid Highways (CSAH 13 and 10th Street), the City and the developer shall determine the appropriate responsibility for the cost of these improvements.

Response: There are no improvements or connections planned to either CSAH 13 or 10th Street with this phase. Cost sharing was determined and agreed upon with the Inwood final plat for CSAH 13 and funds were provided by Hans Hagen Homes.

6. 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.

Response: The applicant entered into a separate grading agreement with the City and has graded the property consistent with the approval.

7. The applicant shall continue to work with the City on the final design of 5th Street, and in particular, the transition from the InWood PUD to properties located further to the east (including the Boulder Ponds development and land owned by Bremer Financial Services).

Response: The applicant worked with the City on the final design and has constructed 5th Street through the project site.

8. The utility construction plans shall be updated to incorporate the recommendations of the City Engineer concerning the appropriate location and size of sewer services through the PUD planning area, including any requested oversizing of these facilities to service adjacent properties.

Response: The utility plans were updated and resubmitted to the City Engineer prior to the approval of the Inwood Final Plat.

9. The proposed public street access to 5th Street from Streets D2 and the southwest park area (Park 1) shall be eliminated from the preliminary development plans in order to bring the proposed spacing into conformance with the City's access spacing

guidelines. Staff is requesting that the developer continue working with the City to determine the most appropriate access into and out of the southwest park area.

Response: This change was made to the preliminary plat. The change does not impact this phase of the neighborhood.

10. All center median planting areas as depicted on the preliminary plat and plans shall be owned by the City of Lake Elmo and 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, trails, or open space on the final plat.

Response: The HOA documents for the project were drafted consistent with this condition. The documents are recorded against the property.

11. The applicant must either move the planned north/south tail through Park 1 further to the west around an existing wetland area located approximately 400 feet south of 10th Street or will need to work with the South Washington Watershed District to design a multi-purpose trail through the buffer area that complies with all applicable watershed district's requirements.

Response: The trail is not being stalled with this phase of the development

12. The Final Plat and Plans must address the requested modifications outlined in the City Engineer's review memorandum dated November 16, 2014.

Response: The applicant updated the preliminary streets and utility plans to be consistent with the City Engineer's comments. The update plans were submitted to the City prior to the Final Plat and Final PUD plan for the 1st phase.

13. The applicant shall be responsible for updating the final construction plans to include the construction of all improvements within County rights-of-way as required by Washington County and further described in the review letter received from the County dated November 17, 2014.

Response: The plans are updated to include the necessary right-of-way as required by Washington County.

14. Prior to recording the Final Plat for any portion of the area shown in the Preliminary Plat, the Developer shall enter into a Developers Agreement acceptable to the City Attorney that delineates who is responsible for the design, construction, and payment of public improvements.

Response: The applicant has entered into a Developers Agreement consistent with this condition.

15. The developer must follow all the rules and regulations of the Wetland Conservation Act, and adhere to the conditions of approval for the South Washington Watershed District Permit.

Response: There are no wetlands being impacted as a result of this project and all the conditions of South Washington Watershed District are being met. The applicant has received the necessary development approvals from the Watershed District.

- e. *A statement showing the proposed density of the project with the method of calculating said density shown (Below numbers are based on all the single family lots, and not just this phase);*
- i. Single Family land use area of the overall plat includes 102.9 acres (The 3rd additional includes 47.65 acres, of which 20.15 acres consists of lots and right-of-way.)
 - ii. 275 total single family homes (68 lots in 3rd Addition).
 - iii. Single Family Gross Density of 3.37 units per acre (Overall project density is 2.7 units per gross acres)
 - iv. Single Family Net Density of 3.37 units per acre (there is no park land, ponds, wetlands, and collector roads in this phase of the neighborhood.)
- f. *Discuss proposed infrastructure improvements and phasing thereof (i.e. proposed roadways, sewer systems, water systems, sidewalks/trails, parking, etc) necessary to serve the subdivision;*

The 3rd phase will include the construction of the necessary roads, sewer and water. The storm water improvements, including ponding and infiltration basins were installed with the first phase of development.

- g. *A narrative addressing concerns/issues raised by neighboring properties (discussing your proposal with the neighboring land owners is recommended to get a sense of what issues may arise as your application is processed);*

Neighborhood input was provided during the PUD Plan review stage. Comments generally related to concerns over the extension of municipal services in this area of the community and the impacts that come along with changes to land use.

The land uses and density of the InWood neighborhood are consistent with the City's Comprehensive Plan, and no changes are necessary as a result of the Preliminary Plat application.

Hans Hagen Homes has also designed the neighborhood to lessen the impacts on adjacent property owners, as well as to enhance the neighborhood for future residents. These design features include:

- i. A linear park along the eastern edge of the property that exceeds the City's initial standard of 100 feet. The InWood linear park varies from 100 feet to over 200 feet.
- ii. The lots and streets were orientated east/west with cul-de-sac lots backing to the linear park. There are only 19 lots that back up to the linear park over a distance of 2,640 feet. Under standard zoning, there could be 40 lots backing up to the buffer.
- iii. Additional land for a neighborhood park adjacent to the existing Stonegate development. This park will serve the needs of residents living in InWood as well as the neighborhoods to the east.
- iv. Landscaped berms along 10th Street, 5th Street, and along a portion of the western edge of the neighborhood.

- h. A description of how conflicts with nearby land uses (livability, value, potential future development, etc.) and/or disturbances to wetlands or natural areas are being avoided or mitigated;*

The InWood neighborhood is consistent with the City's Comprehensive Plan which provides for a graduation of land use intensities over the site. North of the 5th Street parkway will be single family homes. Transitioning to the west will be commercial. The neighborhood plan for InWood provides a large pond and berms to help transition between the commercial and single family neighborhood.

The InWood neighborhood plan avoids and preserves the three wetland basins found on the site. While these wetlands are currently farmed and significantly degraded, it's our intent to restore them with native vegetation.

- i. Provide justification that the proposal will not place an excessive burden on roads (traffic), sewage, water supply, parks, schools, fire, police, or other public facilities/services (including traffic flows) in the area.*

The City's Comprehensive Plan provides for the planned and orderly growth of the community by making sure that the necessary infrastructure and services are in place as growth occurs. Because the proposed neighborhood is consistent with the City's Comprehensive Plan, no impacts or excessive burdens are anticipated to the roads, public utilities, or public services.

A detailed traffic study was prepared as part of the EAW, and found no traffic impacts that could not be mitigated.

The majority of the homes in the neighborhood will not contain school age children. As such, no impacts are anticipated to the North St. Paul school district.

- j. If applicable, provide a description of proposed lakeshore access (i.e. shared dock with multiple slips, individual docks for each lot, etc.);*

Not applicable.

- k. A description of proposed parks and/or open space. Please include a brief statement on the proposed ownership and maintenance of said areas;*

The neighborhood will include approximately 14.5 acres of public parkland. Overall, the neighborhood includes approximately 49 acres of open spaces, including public park, trail corridors, landscaped berms, ponding, infiltration areas, wetland preservation areas, and private open space. The private open space and infiltration areas will be maintained by a homeowners association.

- l. A proposed development schedule indicating the approximate date when construction of the project, or stages of the same, can be expected to begin and be completed (including the proposed phasing of construction of public improvements and recreational and common space areas).*

Construction of the 3rd Addition improvements will commence in April and be completed by June.



INWOOD – LANDSCAPE ARCHITECTURE DESIGN REVIEW REPORT **LAKE ELMO, MN**

LANDSCAPE ARCHITECTURE DESIGN REVIEW DATED FEBRUARY 14TH, 2016

REVIEWED PLAN TITLE & DATE:

LANDSCAPE PLAN – INWOOD MARCH 26TH, 2015

PHASE 1 ISLAND PLANTINGS JUNE 10TH, 2015

ENTRANCE FEATURE AUGUST 26TH, 2015

5TH STREET LANDSCAPE PLAN OCTOBER 28TH, 2015

LANDSCAPE PLAN – INWOOD THIRD ADDITION JANUARY 19TH, 2016

Per this review the Landscape Plans for all phases submitted to date including 5th Street are **NOT** in compliance with the City's requirements and therefore are rejected and require resubmittal of a comprehensive complete set of landscape plans per our required action items below.

Required Action Items by INWOOD Project Team

1. Use the City standard planting notes & planting detail plates issued February 2015 (Deciduous Trees, Coniferous Trees & Shrubs, etc.).
2. Remove all independent notes that are in conflict with the city approved planting notes and detail plates.
3. Use correct horticultural nomenclature for plants documented in all plant schedules, including correct spelling. For example should read: Heritage River Birch / *Betula nigra* 'Cully'.
4. Review and correct all clerical and spelling errors within all the plan sets.
5. Provide more detailed information as it relates to where and how the required tree preservation replacement trees are being utilized.
6. Resubmit the most current tree preservation plans and inventory.
7. Provide most current set of grading plans for our review of soils preparation, seeding and drainage details.
8. Provide design drawings for all signage and way finding elements.
9. Provide a graphic scale on every plan sheet.
10. Provide plants that meet City Standards. Minimum size for shrubs per Table 6-1. Minimum Size Standards for Landscape Materials within the City's landscape requirement is #5 Container.
11. Provide more diversity of all plantings – Deciduous Trees, Coniferous Trees, Ornamental Trees, Shrubs and Perennials. For example specify more than two types of coniferous trees on the entire project. The expectation is to see many kinds of coniferous trees in the next submission to fit the many different micro climates and conditions within this large development. Focusing on hardy native and pollinator friendly choices that would work nicely with the City's dedication to this important environmental issue.

2350 BAYLESS PLACE • ST. PAUL, MN • 55114

PHONE: 651.646.1020 • EMAIL: STEPHEN@LANDARCINC.COM

12. Provide design sections for all berms / landscape screening suggested representing all typical planting arrangements with species specified and represented to scale at time of installation. When planting berms please consider planting side slopes verses simply planting the top as it is currently suggested. Plants perform best when not placed on the highest, driest and windiest part of the berm.
13. Rethink the species, spacing and layout of some of the shrubs and perennials utilized in the islands and throughout development. In the islands specifically some of the species are not durable enough to thrive at the back of curb.
14. Provide a column for spacing in all plant schedules for shrubs, perennials and bulbs. Typically, smaller perennials should be spaced at 12 inches on center and for larger types spaced at 18 inches on center.
15. Revise infiltration basin details. The rock mulch specified does not appear to be consistent with the grading/drainage details and plans which note: "Plant Native Plants Tolerant of Inundation and Drought". There are concerns related to maintenance, functionality of the basins without the water cleansing benefit of plantings, the sterile nature of these spaces and lack of biodiversity / wildlife habitat as currently proposed.
16. Remove notes that state: Soil Modifications not required for this Site. It is required to have information on soil preparation and planting specifications noted on the plans and that they be consistent with City Requirements for all plantings/seeding.
17. Provide landscape irrigation system plans and details including water sources for entire development including all commonly held HOA & City Outlots / R.O.W. areas.
18. Provide a three year maintenance plan for all landscape materials/areas within all commonly held HOA & City Outlot / R.O.W areas.
19. Add a note on plans that all plants to be planted within the City Public Spaces to be verified that they were grown free of Neonicotinoids as to be in compliance with the City of Lake Elmo Bee-Safe Ordinance. Please provide written acknowledgement of this to the City for written City approval prior to planting operations.
20. Revise the tree selections for 5th Street Corridor. The City requires about 1/3 of the trees to be a type of Freeman Maple, 1/3 Heritage Oaks, 1/3 Disease Resistant American Elm. Currently about half of the trees suggested in the plan are Freeman Maple cultivars. Currently the plan suggests Red Oak which is not as tolerant of urban conditions as the Heritage Oak.
21. Correct plant bed layout in center median of 5th Street at Inwood.
22. Revise 5th Street Boulevard Trees to be planted in boulevard over deep Stormwater Pipes. We appreciate that it was acknowledged but in this situation the Street Tree Layout takes precedence.
23. Add Bulbs and Perennials to 5th Street plant schedule.
24. Suggest more durable trees than Red Oak or Red Maple for use in Boulevard locations.
25. Provide detail design drawings of all proposed walls in section with exact materials specified.
26. Provide detail design drawings of all pedestrian patios and paths with exact materials specified.
27. Provide design detail drawing of all site furnishings specified.

28. Verify that Inwood Avenue North & 10th Street North frontages are included in public street frontage street tree calculations.
29. Street trees are absent on and along the interior boulevards / street frontages of the planted islands within the development. Please verify how the street tree calculations were derived in those locations and why they are only single loaded on those streets.
30. Remove notes from plan set that state "Front yard Trees will be planted after the home is constructed on each lot".
31. Provide Clarification how the multi-stem B & B trees are being counted towards tree requirements.
32. Provide more detailed plans for the understory plantings (sod and native seeding) and how it is integrated with the proposed trees, shrubs and other plantings as part of the landscape plan.

SINCERELY,

LANDSCAPE ARCHITECTURE, INC.

STEPHEN MASTEY, ASLA, CLARB, LEED AP BD+C
LANDSCAPE ARCHITECT / DESIGN LEAD



INWOOD 3RD ADDITION – LAND. ARCH. DESIGN REVIEW REPORT **LAKE ELMO, MN**

LANDSCAPE ARCHITECTURE DESIGN REVIEW DATED MARCH 8TH, 2016

REVIEWED PLAN TITLE & DATE:

LANDSCAPE PLAN – INWOOD THIRD ADDITION FEBRUARY 24TH, 2016

Required Action Items by INWOOD Project Team

1. Use the City standard planting notes & planting detail plates issued February 2015 (Coniferous Trees & Shrubs, etc.).
2. Resubmit the most current tree preservation plans and inventory.
3. Per 154.258 Landscape Requirements (see attached document) F. Screening. Provide adequate screening where uses are differing within the development to meet the requirements of the code.
4. Where screening is required provide design sections for all different conditions exhibited with landscape screening suggested representing all typical planting arrangements with species specified and represented to scale at time of installation.
5. Provide updated detail drawings of landscape plans of featured island planting/ basin areas for review.
6. Provide a column for spacing in all plant schedules for shrubs, perennials and bulbs. Typically, smaller perennials should be spaced at 12 inches on center and for larger types spaced at 18 inches on center.
7. Provide a design section of infiltration basin details. I created a quick hand sketch and attached for some ideas / notes of what we discussed at our sit down meeting. Once this is created please update landscape plans notes to be consistent with new graphic. The plans most recently submitted specify Geogrid which is a structural fabric typically utilized for structural reinforcement in a retaining wall system. We discussed utilizing Geotextile Fabric. Please specify an exact product specification as part of the detail... if you would like some suggestions we are happy to redline detail once it is resubmitted and point you to an acceptable product line for this application so you can further your research selection with your client and make a final selection.
8. Provide landscape irrigation system plans and details including water sources for entire development including all commonly held HOA & City Outlots / R.O.W. areas.
9. Provide a three year maintenance plan for all landscape materials/areas within all commonly held HOA & City Outlot / R.O.W areas. We attached an example of what are expectations are for this document for reference.

10. Add this additional sentence to note #4 under landscape notes on L2 of L4 plans a "Please provide written acknowledgement of this to the City for written City approval prior to planting operations".
11. Provide updated set of grading plans for our review of soils preparation, seeding and drainage details per our recommendations at our last sit down meeting where modifications to drainage sections/details were suggested and discussed. Also, on the landscape plans note for the contractors what the expectation for tree, shrub, perennial and sod planting bed preparation is to be in compliance with project requirements and City specifications/requirements.
12. Provide written acknowledgment from the watershed district that they are aware and approve of the currently proposed non-vegetated infiltration basin designs with the adjusted revisions to the detail sections as discussed.

SINCERELY,

LANDSCAPE ARCHITECTURE, INC.

STEPHEN MASTEY, ASLA, CLARB, LEED AP BD+C
LANDSCAPE ARCHITECT / DESIGN LEAD

INWOOD THIRD ADDITION (PHASE 2) LOT SUMMARY TABULATIONS

9-Feb-16

Lot #	Block #	Area (sq.ft.)	Lot Width	Lot Depth
1	1	11,432	105.7	130.0
2	1	6,500	50.0	130.0
3	1	6,500	50.0	130.0
4	1	6,500	50.0	130.0
5	1	6,500	50.0	130.0
6	1	7,540	58.0	130.0
7	1	6,500	50.0	130.0
8	1	6,500	50.0	130.0
9	1	12,150	59.7	135.7
10	1	7,792	51.3	121.4
11	1	8,989	52.2	123.7
12	1	8,610	52.0	128.4
13	1	10,856	59.5	121.8
14	1	6,500	50.0	130.0
15	1	6,500	50.0	130.0
16	1	6,500	50.0	130.0
17	1	7,540	58.0	130.0
18	1	6,500	50.0	130.0
19	1	6,500	50.0	130.0
20	1	6,500	50.0	130.0
21	1	8,914	58.3	129.3
22	1	8,245	51.0	122.0
23	1	6,500	50.0	130.0
24	1	9,757	70.0	130.0
1	2	8,840	71.4	130.6
2	2	8,019	69.5	142.4
3	2	6,763	50.0	135.3
4	2	6,424	50.0	128.4
5	2	6,255	50.0	125.0
6	2	6,250	50.0	125.0
7	2	6,250	50.0	125.0
8	2	7,612	58.4	125.1
9	2	6,420	50.0	128.4
10	2	7,641	58.0	131.7

Lot #	Block #	Area (sq.ft.)	Lot Width	Lot Depth
11	2	8,338	61.1	135.4
1	3	19,755	75.3	228.7
2	3	10,311	50.4	168.4
3	3	8,388	50.5	142.3
4	3	8,508	58.4	130.6
5	3	6,500	50.0	130.0
6	3	6,500	50.0	130.0
7	3	6,500	50.0	130.0
8	3	6,500	50.0	130.0
9	3	7,627	58.0	131.5
10	3	8,063	55.5	140.0
11	3	9,948	75.1	125.0
12	3	6,250	50.0	125.0
13	3	9,693	58.0	167.1
14	3	8,957	65.8	156.0
1	4	9,636	89.8	130.3
2	4	6,500	50.0	130.0
3	4	6,500	50.0	130.0
4	4	6,500	50.0	130.0
5	4	6,833	58.0	114.0
6	4	11,315	67.0	114.6
7	4	28,113	60.8	238.8
8	4	15,496	61.8	192.7
9	4	12,599	60.7	151.8
10	4	9,264	62.0	149.4
11	4	12,589	61.8	148.8
12	4	15,096	71.6	147.5
13	4	6,174	50.0	125.8
14	4	6,582	50.0	131.9
15	4	6,596	50.0	131.9
16	4	6,596	50.0	131.9
17	4	7,628	58.0	131.9
18	4	6,490	50.0	129.8
19	4	8,696	67.0	129.8

TOTAL	577,840
-------	---------

OUTLOT	Area (sq.ft.)
A	615,712
B	382,785
C	12,832
D	17,616
E	29,817
F	199,432
TOTAL	1,258,194

RIGHT OF WAY	Area (sq.ft.)
RESIDENTIAL	239,640

TOTAL SITE AREA	2,075,674
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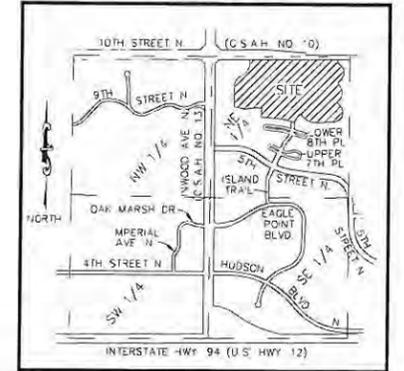
Please Note: Lot widths shown represent the width of the lot at the proposed house location.

E.G. Rud & Sons, Inc.
Job No. 13777PP

INWOOD THIRD ADDITION

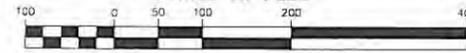
VICINITY MAP

NOT TO SCALE



NORTH

SCALE IN FEET



1 Inch = 100 Feet

SECTION 33, TOWNSHIP 29 NORTH, RANGE 21 WEST
CITY OF LAKE ELMO

KNOW ALL PERSONS BY THESE PRESENTS: That Inwood 10, LLC., a Minnesota limited liability company, fee owner of the following described property situated in the County of Washington, State of Minnesota, to wit:

Outlot J, INWOOD, according to the recorded plat thereof, Washington County, Minnesota.

Has caused the same to be surveyed and platted as INWOOD THIRD ADDITION and does hereby dedicate to the public the public ways and the drainage and utility easements created by this plat.

In witness whereof said Inwood 10, LLC., a Minnesota limited liability company, has caused these presents to be signed by its proper officer this _____ day of _____, 20____.

INWOOD 10, LLC.

STATE OF MINNESOTA

COUNTY OF _____

This instrument was acknowledged before me on this _____ day of _____, 20____ by _____ of Inwood 10, LLC., a Minnesota limited liability company, on behalf of the company.

Notary Public, _____ County, Minnesota

My Commission Expires _____

I, Daniel W. Obermiller do hereby certify that I have surveyed and platted or directly supervised the survey and platting of the property described on this plat as INWOOD THIRD ADDITION; that I am a duly Licensed Land Surveyor in the State of Minnesota; that this plat is a correct representation of the boundary survey; that all mathematical data and labels are correctly designated on the plat; that all monuments depicted on the plat have been or will be correctly set within one year as indicated on the plat; that all water boundaries and wet lands as defined in MS Section 505.01, Subd. 3 existing as of the date of this certification are shown and labeled on the plat; and that all public ways are shown and labeled on the plat.

Dated this _____ day of _____, 20____

Daniel W. Obermiller, Licensed Land Surveyor
Minnesota License No. 25341

STATE OF MINNESOTA

COUNTY OF _____

The foregoing Surveyor's Certificate was acknowledged before me on this _____ day of _____, 20____ by Daniel W. Obermiller, Licensed Land Surveyor, Minnesota License No. 25431.

Notary Public, _____ County, Minnesota

My Commission Expires _____

LAKE ELMO PLANNING COMMISSION

Approved by the Planning Commission of the City of Lake Elmo, Minnesota, this _____ day of _____, 20____

PLANNING COMMISSION, CITY OF LAKE ELMO, MINNESOTA

By _____

Chairman

By _____

Secretary

CITY OF LAKE ELMO, MINNESOTA

The foregoing plat of INWOOD THIRD ADDITION was approved by the City Council of Lake Elmo, Minnesota, this _____ day of _____, 20____, and hereby certifies compliance with all requirements as set forth in Minnesota Statutes, Section 505.03, Subdivision 2.

CITY OF LAKE ELMO, MINNESOTA

By _____

Mayor

By _____

Clerk

COUNTY SURVEYOR

Pursuant to Chapter 820, Laws of Minnesota, 1971, and in accordance with Minnesota Statutes, Section 505.021, Subd. 11, this plat has been reviewed and approved this _____ day of _____, 20____

By _____

Washington County Surveyor

By _____

COUNTY AUDITOR/TREASURER

Pursuant to Minnesota Statutes, Section 505.021, Subd. 9, taxes payable in the year 20____ on the land hereinbefore described have been paid. Also pursuant to Minnesota Statutes, Section 272.12, there are no delinquent taxes and transfer has been entered on this _____ day of _____, 20____

By _____

Washington County Auditor/Treasurer

By _____

Deputy

COUNTY RECORDER

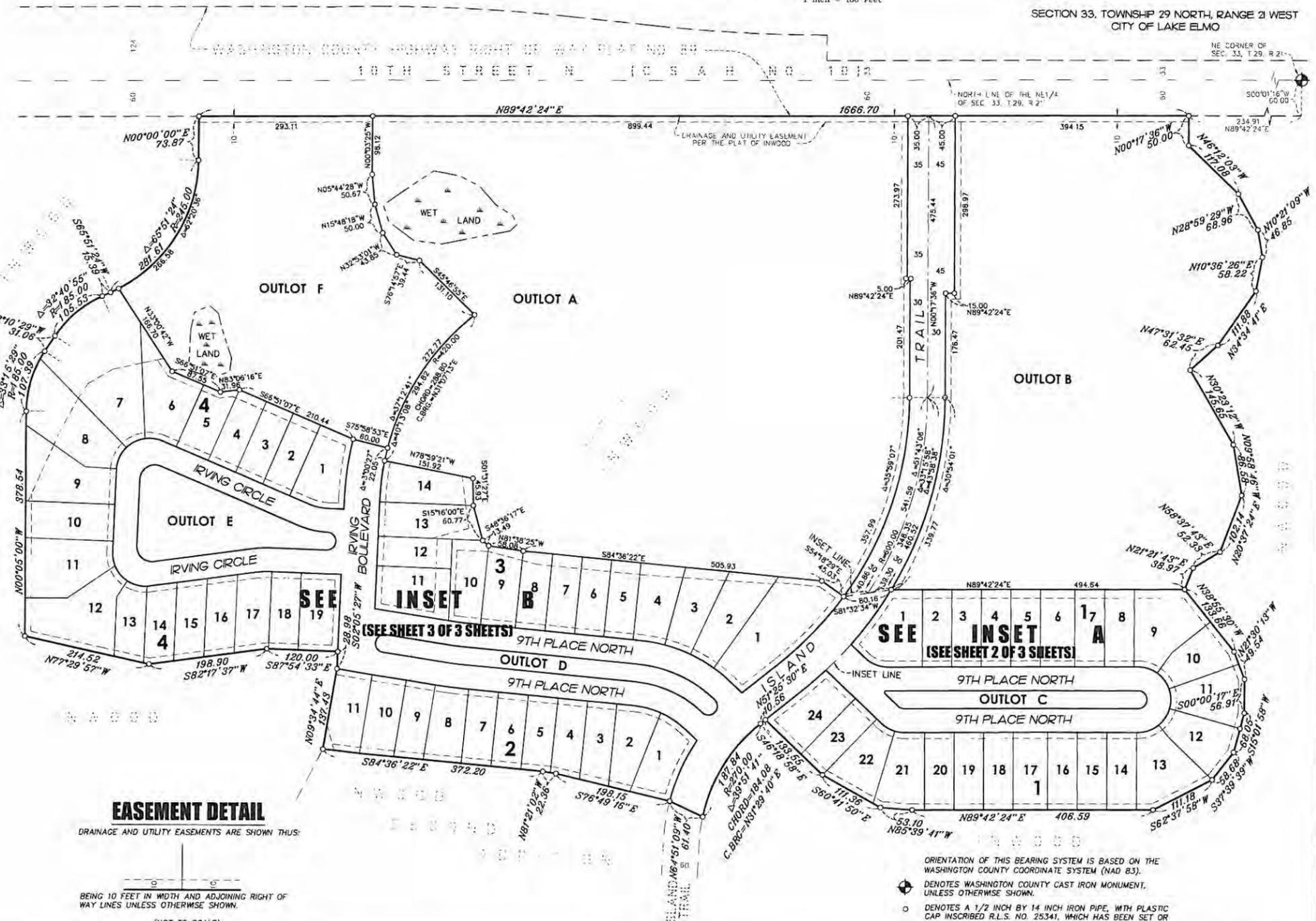
I hereby certify that this instrument was recorded in the Office of the County Recorder for record on this _____ day of _____, 20____ at _____ o'clock _____ M., and was duly recorded in Washington County Records.

By _____

Washington County Recorder

By _____

Deputy



EASEMENT DETAIL

DRAINAGE AND UTILITY EASEMENTS ARE SHOWN THUS:

BEING 10 FEET IN WIDTH AND ADJOINING RIGHT OF WAY LINES UNLESS OTHERWISE SHOWN.

(NOT TO SCALE)

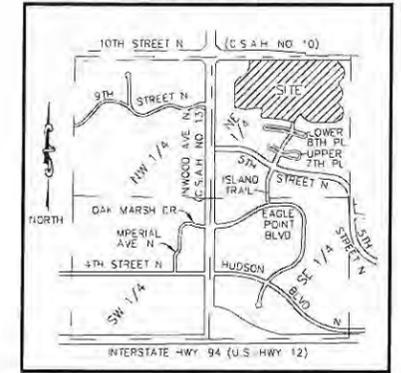
ORIENTATION OF THIS BEARING SYSTEM IS BASED ON THE WASHINGTON COUNTY COORDINATE SYSTEM (NAD 83).

⊕ DENOTES WASHINGTON COUNTY CAST IRON MONUMENT, UNLESS OTHERWISE SHOWN.

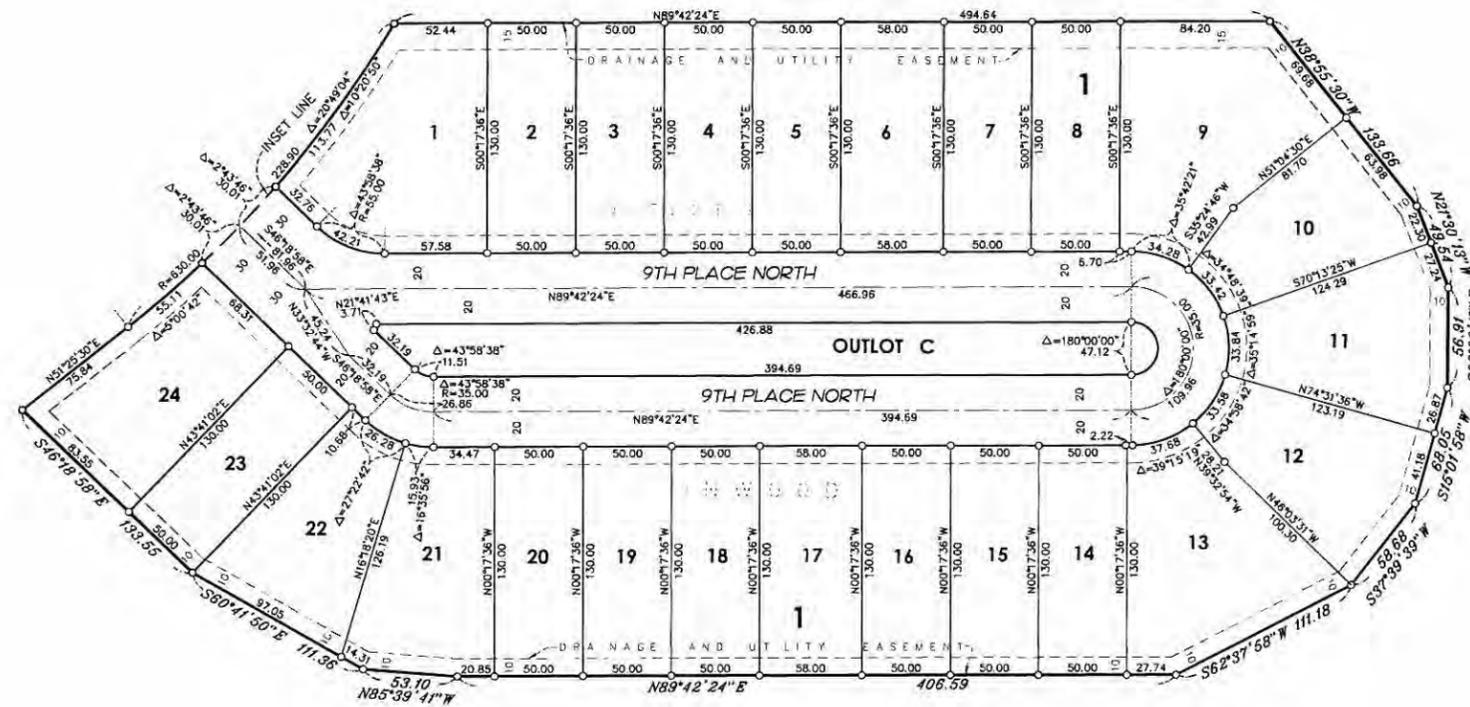
○ DENOTES A 1/2 INCH BY 1/2 INCH IRON PIPE, WITH PLASTIC CAP INSCRIBED R.L.S. NO. 25341, WHICH HAS BEEN SET OR WILL BE SET IN ACCORDANCE WITH MS 505.021, SUBD 10.

INWOOD THIRD ADDITION INSET A

VICINITY MAP NOT TO SCALE



SECTION 33, TOWNSHIP 29 NORTH, RANGE 21 WEST
CITY OF LAKE ELMO

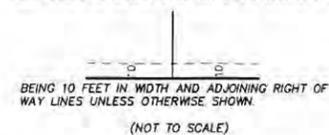


ORIENTATION OF THIS BEARING SYSTEM IS BASED ON THE WASHINGTON COUNTY COORDINATE SYSTEM (NAD 83).

- DENOTES A 1/2 INCH BY 14 INCH IRON PIPE, WITH PLASTIC CAP INSCRIBED R.L.S. NO. 25341, WHICH HAS BEEN SET OR WILL BE SET IN ACCORDANCE WITH MS 505.021, SUBD 10.

EASEMENT DETAIL

DRAINAGE AND UTILITY EASEMENTS ARE SHOWN THUS:



NORTH

SCALE IN FEET

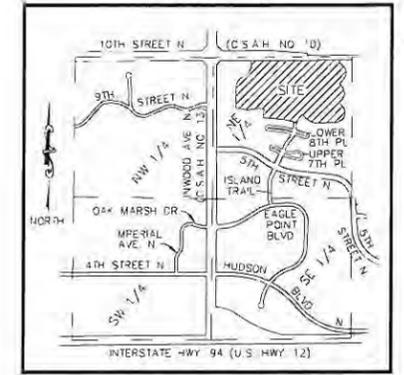


1 Inch = 50 Feet

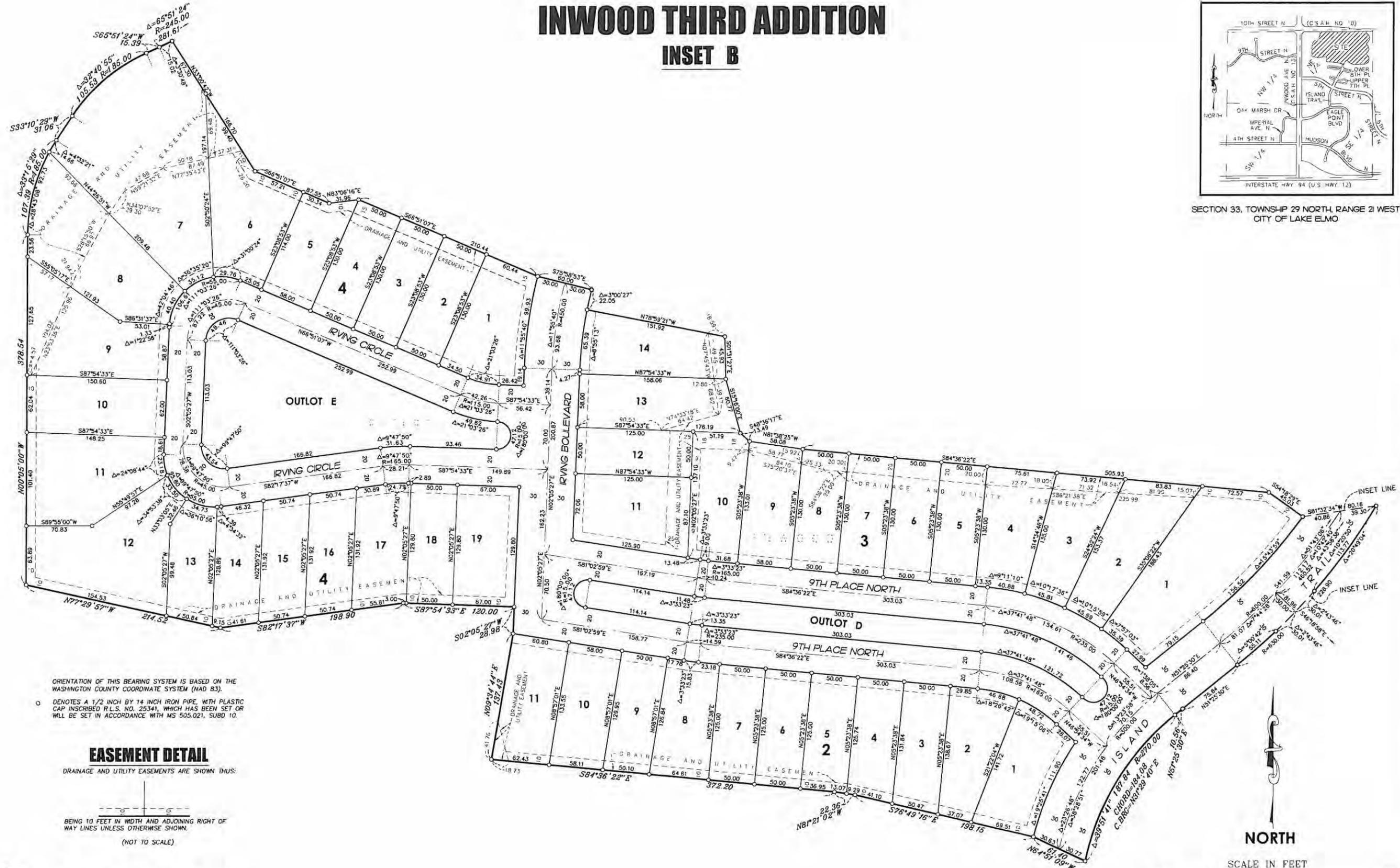
INWOOD THIRD ADDITION INSET B

VICINITY MAP

NOT TO SCALE



SECTION 33, TOWNSHIP 29 NORTH, RANGE 2 WEST
CITY OF LAKE ELMO

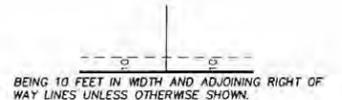


ORIENTATION OF THIS BEARING SYSTEM IS BASED ON THE WASHINGTON COUNTY COORDINATE SYSTEM (NAD 83).

○ DENOTES A 1/2 INCH BY 1/4 INCH IRON PIPE, WITH PLASTIC CAP INSCRIBED R.L.S. NO. 25341, WHICH HAS BEEN SET OR WILL BE SET IN ACCORDANCE WITH MS 505.021, SUBD 10.

EASEMENT DETAIL

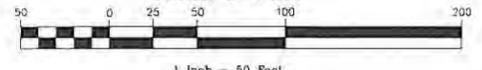
DRAINAGE AND UTILITY EASEMENTS ARE SHOWN THUS:



BEING 10 FEET IN WIDTH AND ADJOINING RIGHT OF WAY LINES UNLESS OTHERWISE SHOWN.
(NOT TO SCALE)

NORTH

SCALE IN FEET



1 Inch = 50 Feet

VICINITY MAP

PART OF SEC. 33, TWP. 29, RNG. 21



WASHINGTON COUNTY, MINNESOTA
(NO SCALE)

**BLOCK 6 AND 7
EASEMENT DETAIL**

PUBLIC DRAINAGE AND UTILITY EASEMENTS ARE SHOWN THIS



BEING 4 FEET IN WIDTH AND ADJOINING SIDE LOT LINES AND
TO FEET IN WIDTH AND ADJOINING STREET LINES AND REAR
LOT LINES, UNLESS OTHERWISE SHOWN ON THIS PLAN



APPLICANT:

John Rask
Hans Hagen Homes
941 NE Hillwind Road, Suite 300
Fridley, MN 55432
763-586-7200

PROPERTY OWNER:

Tom Schuette
Inwood 10 LLC
95 South Owasso Blvd E
St. Paul, MN 55117
651-484-0070

PROPERTY DESCRIPTION:

The West Half of the Southeast Quarter of Section 33, Township 29 North, Range 21 West, lying north of the north right of way line as shown on State Highway Right-of-way Plat No. 4 of 12, State Project 8282 (94-392) 902 Washington County, Minnesota (Abstract) AND The Northeast Quarter of Section 33, Township 29, Range 21, less and except Parcel No. 4 of Washington County Highway Right-of-way Plat No. 41, and Parcel No. 3 of Washington County Highway Right-of-way Plat No. 42, Washington County, Minnesota (Torrens)

NOTES:

- Field survey was completed by E G Rud and Sons, Inc. on 4/10/14
- Bearings shown are on the Washington County Coordinate System
- Curb shots are taken at the top and back of curb
- This survey was prepared without the benefit of title work. Additional easements, restrictions and/or encumbrances may exist other than those shown hereon. Survey subject to revision upon receipt of a current title commitment or an attorney's title opinion.
- Parcel ID Nos 33-029-21-11-0001, 33-029-21-11-0002, 33-029-21-12-0001, 33-029-21-12-0003, 33-029-21-42-0002
- Total parcel area = 157.18 acres
- Wetland delineation/Allocation provided by Kjaibaug Environmental Services See report dated July 3, 2014
- Borings done by American Eng. Testing, Inc. from 5/13/14 Report

SITE DATA AND LAND USE NOTES:

TOTAL PLAT AREA (ALL PHASES)	157.2 ACRES
PHASE 2 INFORMATION	
PROPOSED SINGLE FAMILY LOTS	66
PROPOSED OPEN SPACE LOTS	3
PUD SINGLE FAMILY LAND AREA	13.3 ACRES
OPEN SPACE OUTLOT AREA	1.4 ACRES
RIGHT OF WAY AREA	5.5 ACRES
TOTAL AREA OF PHASE 2	20.2 ACRES

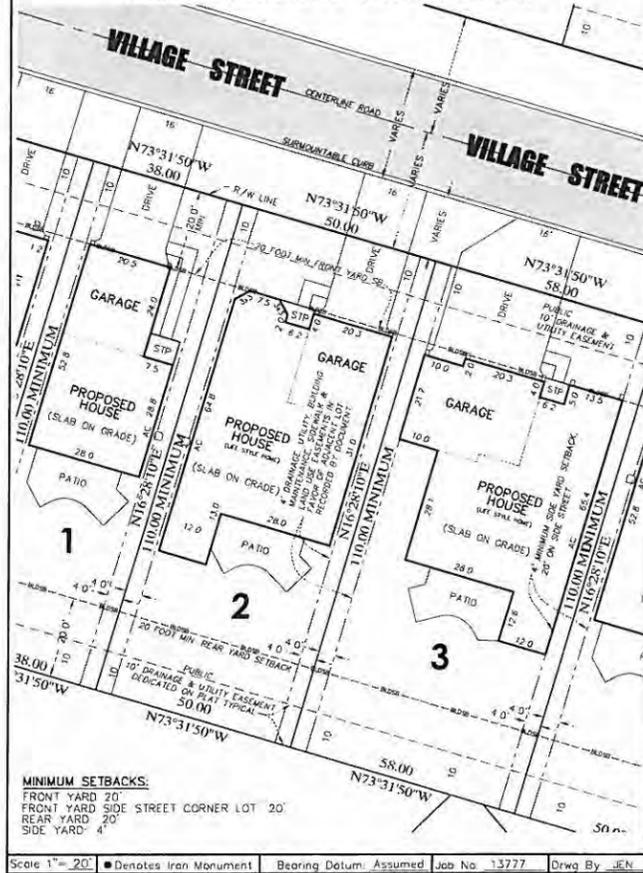
**SINGLE FAMILY HOME
BUILDING SETBACKS:**

FRONT YARD	20 FEET
SIDE YARD	4 FEET
CORNER SIDE YARD	20 FEET
REAR YARD	20 FEET

**DETAIL SHEET
SINGLE FAMILY HOMES BLOCKS 1-5 AND 8-13**

@ "INWOOD"

A Single Family development by HANS HAGEN HOMES



MINIMUM SETBACKS:
FRONT YARD 20'
FRONT YARD SIDE STREET CORNER LOT 20'
REAR YARD 20'
SIDE YARD 4'

Scale 1" = 20' • Denotes Iron Monument Bearing Datum: Assumed Job No. 13777 Drwg. By: JEN



HANS HAGEN HOMES
941 NE Hillwind Rd., Suite 300
Fridley, MN 55432

INWOOD
Lake Elmo, Minnesota

PUD FINAL PLAN PHASE 2

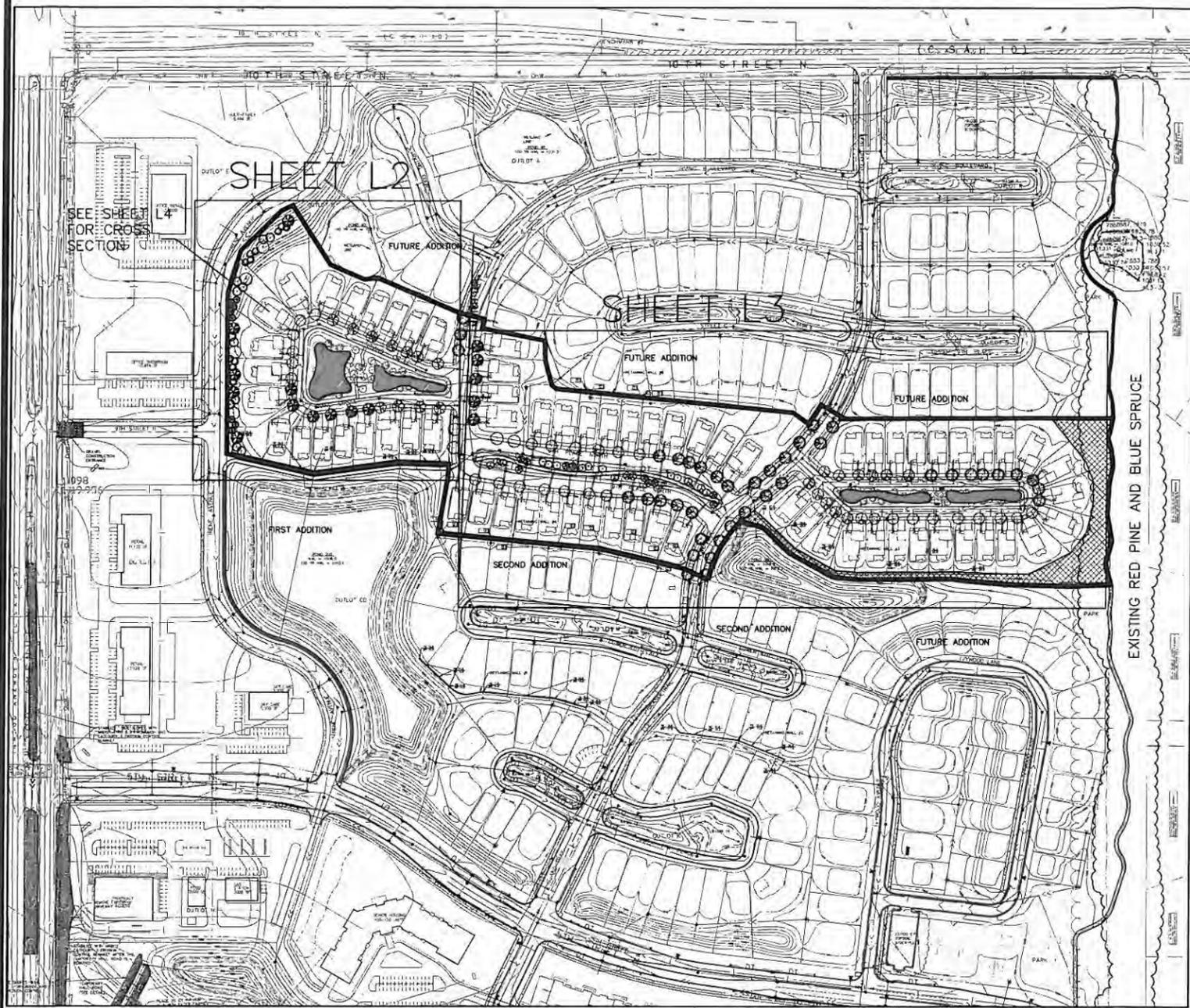
1 of 1

E. G. RUD & SONS, INC.
Professional Land Surveyors

6776 Lake Drive NE, Suite 110
Lino Lakes, MN 55014
Tel: (651) 241-8200 Fax: (651) 241-8701

I hereby certify that this survey, plan or report was prepared by me or under my direct supervision and that I am a duly Registered Land Surveyor under the laws of the State of Minnesota.
DANIEL W. OBERKALLER
Date: 01/16/16 License No. 25,341

1	DRWN BY: JEN	JOB NO: 13777P	DATE: 01/16/16
2	CHECK BY: DND	SCANNED	
3			
NO	DATE	DESCRIPTION	BY



LANDSCAPE REQUIREMENTS (FROM APPROVED PRELIMINARY PLAT):

- ONE TREE/50' OF PROPOSED PUBLIC STREET FRONTAGE
 SINGLE FAMILY PROPOSED STREET FRONTAGE: 19,184'=384 TREES
 MULTI FAMILY PROPOSED STREET FRONTAGE: 1,413= 28 TREES
 COMMERCIAL PROPOSED STREET FRONTAGE: 4,576'=92 TREES
- FIVE TREES PLANTED FOR EVERY ONE ACRE OF LAND THAT IS DEVELOPED OR DISTURBED BY DEVELOPMENT ACTIVITY*.
 SINGLE FAMILY DEVELOPMENT AREA**: 90 ACRES X 5 = 450 TREES
 MULTI FAMILY DEVELOPMENT AREA: 27 ACRES X 5 = 135 TREES
 COMMERCIAL DEVELOPMENT AREA: 25 ACRES X 5 = 125 TREES

* 5TH STREET ROW TAKEN OUT OF DEVELOPED AREA CALCULATIONS
 ** 100' BUFFER ALONG EAST SIDE TAKEN OUT OF DEVELOPED AREA CALCULATIONS

TOTAL TREES REQUIRED FOR LANDSCAPE ORDINANCE:
 SINGLE FAMILY: 834
 MULTI FAMILY: 163
 COMMERCIAL: 217 (PLUS PARKING LOT LANDSCAPE REQUIREMENTS)
 TOTAL: 1,214 (PLUS PARKING LOT LANDSCAPE REQUIREMENTS IN COMMERCIAL)

PROPOSED TREES ENTIRE SITE (APPROVED PRELIMINARY PLAT):

SINGLE FAMILY AREA (HANS HAGEN HOMES): 991
 BUFFER AND BOULEVARD TREES: 689
 RAIN GARDEN TREES: 63
 REAR YARD TREES: 132
 5TH STREET TREES: 107
 MULTI-FAMILY: TBD
 COMMERCIAL: TBD

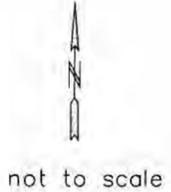
TREES PROPOSED BY ADDITION (AT TIME OF SUBMITTALS, ONLY DECIDUOUS TREES 2.5" AND LARGER OR CONIFERS 6' IN HEIGHT OR LARGER ARE COUNTED):

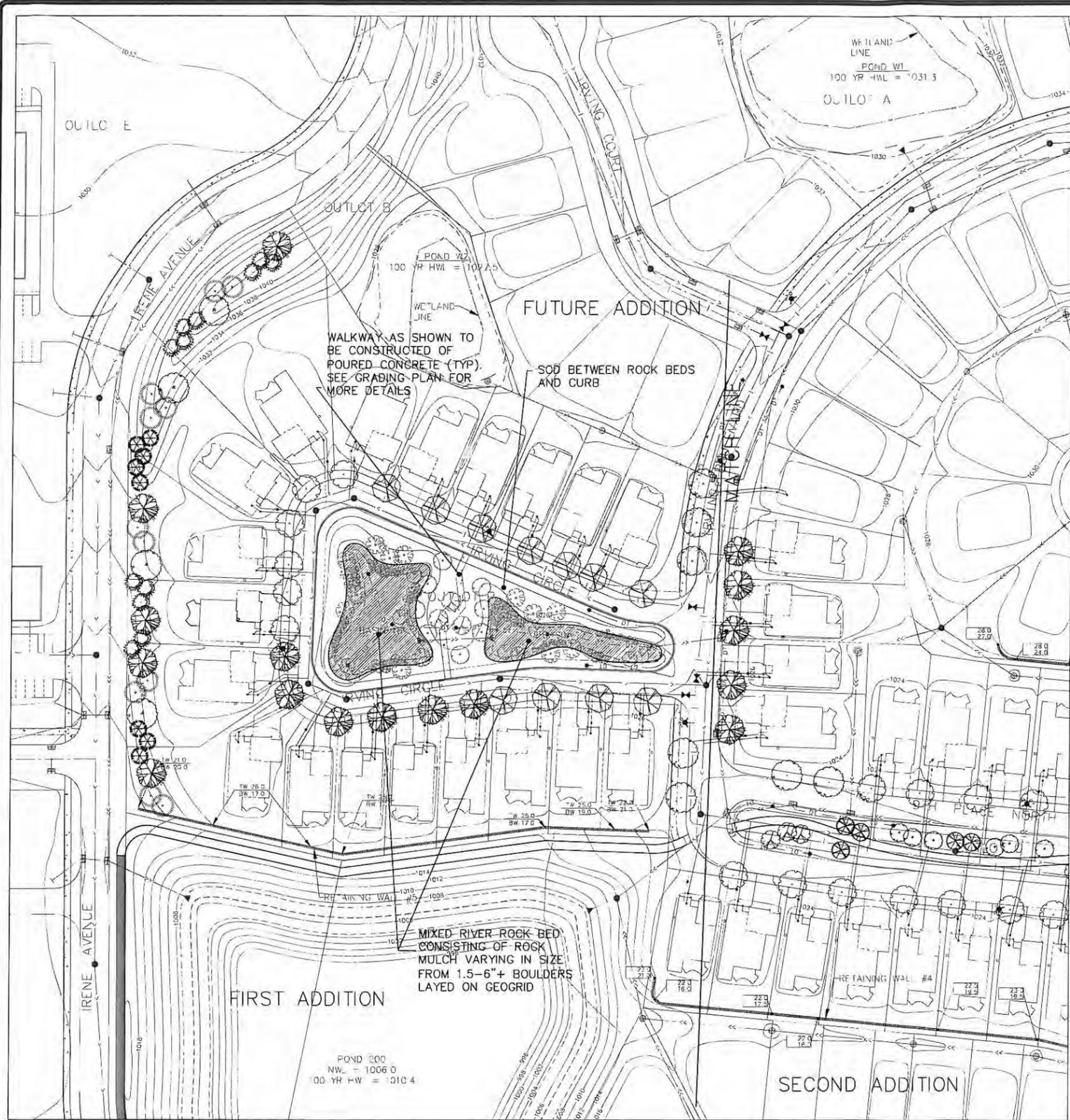
5TH STREET: 125
 FIRST AND SECOND ADDITION TREES (BUFFER AND BOULEVARD): 208
 THIRD ADDITION TREES : 173

TREE PRESERVATION DATA:
 CALIPER INCHES TO BE MITIGATED: 256

NUMBER OF TREES REQUIRED FOR REPLACEMENT: 102 (2.5" TREES)
 LANDSCAPE REQUIREMENTS COUNT TOWARD TREE MITIGATION REQUIREMENTS IN MIXED USE DEVELOPMENTS; NO FURTHER TREE PLANTING IS REQUIRED ABOVE THE LANDSCAPE ORDINANCE REQUIREMENTS.
 SEE TREE PRESERVATION PLAN AND TREE INVENTORY DOCUMENT FOR MORE DETAILS

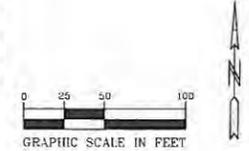
SHEET SHEETS L2-3 FOR TREE LOCATIONS
 SEE SHEET L2 FOR TREE SCHEDULE





TREE TOTALS FOR ALL OF 3rd ADDITION

PLANT SCHEDULE			
KEY	COMMON NAME/Scientific name	ROOT	QUANTITY
OVERSTORY TREES			
	SUGAR MAPLE/Acer Saccorum 'Green Mountain'	2.5" B&B	21
	AUTUMN BLAZE MAPLE/Acer x freemanii 'Jeffersred'	2.5" B&B	19
	SIENNA GLEN MAPLE/Acer x freemanii 'Sienna'	2.5" B&B	4
	HERITAGE RIVER BIRCH/Betula nigra 'Cully'	12" B&B	4
	COMMON HACKBERRY/Celtis occidentalis	2.5" B&B	28
	HONEYLOCUST/Gleditsia triacanthos var. inermis	2.5" B&B	11
	NORTHERN PIN OAK/Quercus ellipsoidalis	2.5" B&B	16
	SENTRY LINDEN/Tilia americana 'Sentry'	2.5" B&B	12
EVERGREEN TREES			
	BLACK HILLS SPRUCE/Picea glauca densata	10" B&B	12
	BLACK HILLS SPRUCE/Picea glauca densata	12" B&B	11
	BALSAM FIR/Abies balsamea	10" B&B	8
ORNAMENTAL TREES			
	SUGAR TYME CRAB/Malus 'Sugar Tyme'	2.5" B&B	10
	PRAIRIFIRE CRAB/Malus 'Prairifire'	2.5" B&B	9
	JAPANESE TREE LILAC/Syringa reticulata	8" B&B	8



LANDSCAPE NOTES:

1. LOTS WILL BE SODDED AFTER CONSTRUCTION.
2. SEE SHEET L1 FOR LANDSCAPE REQUIREMENT DATA
3. TREES ON LOTS TO BE PLANTED WITHIN TWO YEARS OF PLAT RECORDING
4. ALL PLANTS TO BE PLANTED WITHIN CITY PARKS AND ON CITY PROPERTIES SHALL COMPLY WITH THE CITY'S RESOLUTION ENDORSING BEE-SAFE POLICIES AND PROCEDURES.

INFILTRATION NOTES:

1. HATCHED AREAS SHOWN IN ISLAND INFILTRATION AREAS WILL CONSIST OF RIVER ROCK OF VARYING SIZES FROM 1.5" TO AT LEAST 6". THERE WILL BE SMALL TO LARGE BOULDERS PLACED THROUGHOUT THE ISLAND.
2. GEOGRID TO BE USED BELOW ROCK MULCH.
3. LANDSCAPING FOR THESE AREAS ON SEPARATE PLAN
4. SEE GRADING PLANS FOR MORE GRADING AND DRAINAGE DETAILS FOR THESE AREAS

1. PRIOR TO TREE STAKING AND PLANTING OPERATIONS CONTRACTOR MUST CONTACT SOPHER STATE ONE CALL (www.sopherstateonecall.org) or 811 TO VERIFY UNDERGROUND UTILITIES WHERE PRIVATE UTILITIES EXIST ON-SITE THE CONTRACTOR IS REQUIRED TO HAVE THOSE LOCATED AS WELL.

2. PLAN MATERIALS SHALL MEET AMERICAN STANDARD FOR NURSERY STOCK ANSI Z60 LATEST EDITION.

3. AS PLANT SUBSTITUTIONS SHALL BE MADE WITHOUT THE PRIOR WRITTEN AUTHORIZATION FROM THE CITY.

4. ALL TREE PROTECTION MEASURES TO BE FIELD STAKED PRIOR TO INSTALLATION. CONTRACTOR TO COORDINATE FIELD REVIEW OF PROPOSED TREE PROTECTION LOCATIONS WITH THE CITY AND PROJECT LANDSCAPE ARCHITECT PRIOR TO ANY TREE PROTECTION INSTALLATION.

5. ALL TREE LOCATIONS TO BE FIELD STAKED PRIOR TO INSTALLATION. CONTRACTOR TO COORDINATE FIELD REVIEW OF PROPOSED TREE LOCATIONS WITH THE CITY AND PROJECT LANDSCAPE ARCHITECT PRIOR TO ANY TREE INSTALLATION.

6. ALL PLANTS SHALL BE PLANTED IMMEDIATELY UPON ARRIVAL TO PROJECT SITE. NO PLANT MATERIAL IS TO BE LEFT OVERNIGHT ON THE PROJECT SITE WITHOUT BEING WATERED UNLESS WRITTEN APPROVAL BY CITY.

7. ALL TREES, SHRUBS, PERENNIALS AND TURF LAWN TO HAVE A TWO YEAR WARRANTY BEGINNING UPON WRITTEN ACCEPTANCE BY THE CITY. DEFECTIVE PLANTS AS DETERMINED BY THE CITY SHALL BE REPLACED WITHIN 30 DAYS OF NOTICE DURING THE GROWING SEASON AND REPLACEMENT MATERIALS SHALL RECEIVE THE SAME TWO YEAR WARRANTY. PERENNIAL PLANTS ARE SUCCESSFULLY ESTABLISHED.

8. CONTRACTOR TO PROTECT AND MAINTAIN ALL PLANTINGS AND PLANT BEDS, INCLUDING PROTECTION FROM WIND, WEEDING, RE-MULCHING, FERTILIZATION, IRRIGATION AND ALL OTHER TYPICAL FORMS OF HORTICULTURAL CARE UNTIL THE END OF THE WARRANTY PERIOD AS DETERMINED AND APPROVED BY CITY.

9. ALL AREAS DISTURBED ADJACENT TO THE PROJECT SITE INCLUDING BOULEVARDS SHALL BE REPAIRED AND MAINTAINED PER CITY PRACTICE.

10. PROVIDE A THREE YEAR MAINTENANCE PLAN FOR ALL SEEDING OF PLANT MATERIALS/AREAS WITHIN ALL COMMERCIAL PROPERTIES COMMONLY USED HOA AREAS, CITY OUTLOTS AND ROW AREAS.

11. ALL TREE, SHRUB AND PERENNIAL BEDS, WITHIN THE ROW OR LOCATED ON COMMERCIAL PROPERTIES OR ON COMMONLY HELD HOA PROPERTY AND CITY OUTLOTS WITHIN DEVELOPMENTS ARE REQUIRED TO HAVE AN AUTOMATIC IRRIGATION SYSTEM DESIGNED BY AN EPA WATER SENSE CERTIFIED PROFESSIONAL. THIS PLAN IS REQUIRED FOR CITY REVIEW AT THE SAME TIME AS LANDSCAPE PLAN REVIEW.

12. ALL TRADITIONAL TURF LAWN AREAS WITHIN ROW OR LOCATED ON COMMERCIAL PROPERTIES OR ON COMMONLY HELD HOA PROPERTY AND CITY OUTLOTS WITHIN DEVELOPMENTS ARE REQUIRED TO HAVE AN AUTOMATIC IRRIGATION SYSTEM DESIGNED BY AN EPA WATER SENSE CERTIFIED PROFESSIONAL. THIS PLAN IS REQUIRED FOR CITY REVIEW AT TIME OF LANDSCAPE PLAN REVIEW.

STANDARD PLAN NOTES
LANDSCAPE PLANS

FEBRUARY 2015

CITY OF LAKE ELMO

STANDARD DRAWING NO: 900
LAKE ELMO

Trunk caliper shall meet ANSI Z60 current edition for root ball size.

Root ball modified as required.

Round-topped soil berm 4" high x 8" wide above root ball surface shall be constructed around the root ball. Berm shall begin at root ball periphery.

Loosened soil. Dig and turn the soil to reduce the compaction to the area and depth shown.

Central leader.

Top of root ball shall be flush with finished grade.

Prior to mulching, lightly tamp soil around the root ball in 8" lifts to brace tree. Do not over compact. When the planting hole has been backfilled, pour water around the root ball to settle the soil.

4" layer of mulch. No more than 1" of mulch on top of root ball. (See specifications for mulch).

Finished grade.

Bottom of root ball rests on existing or recompacted soil.

Existing soil.

3x's widest dimension of root ball (unmodified soil on y)

Notes:

1. Modified soil. Depth of soil varies (see specifications for soil modification).
2. Trees shall be of quality prescribed in crown observations and root observations details and specifications.
3. See specifications for further requirements related to this detail.

Poorly Drained Soil Notes:

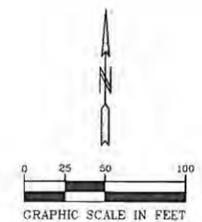
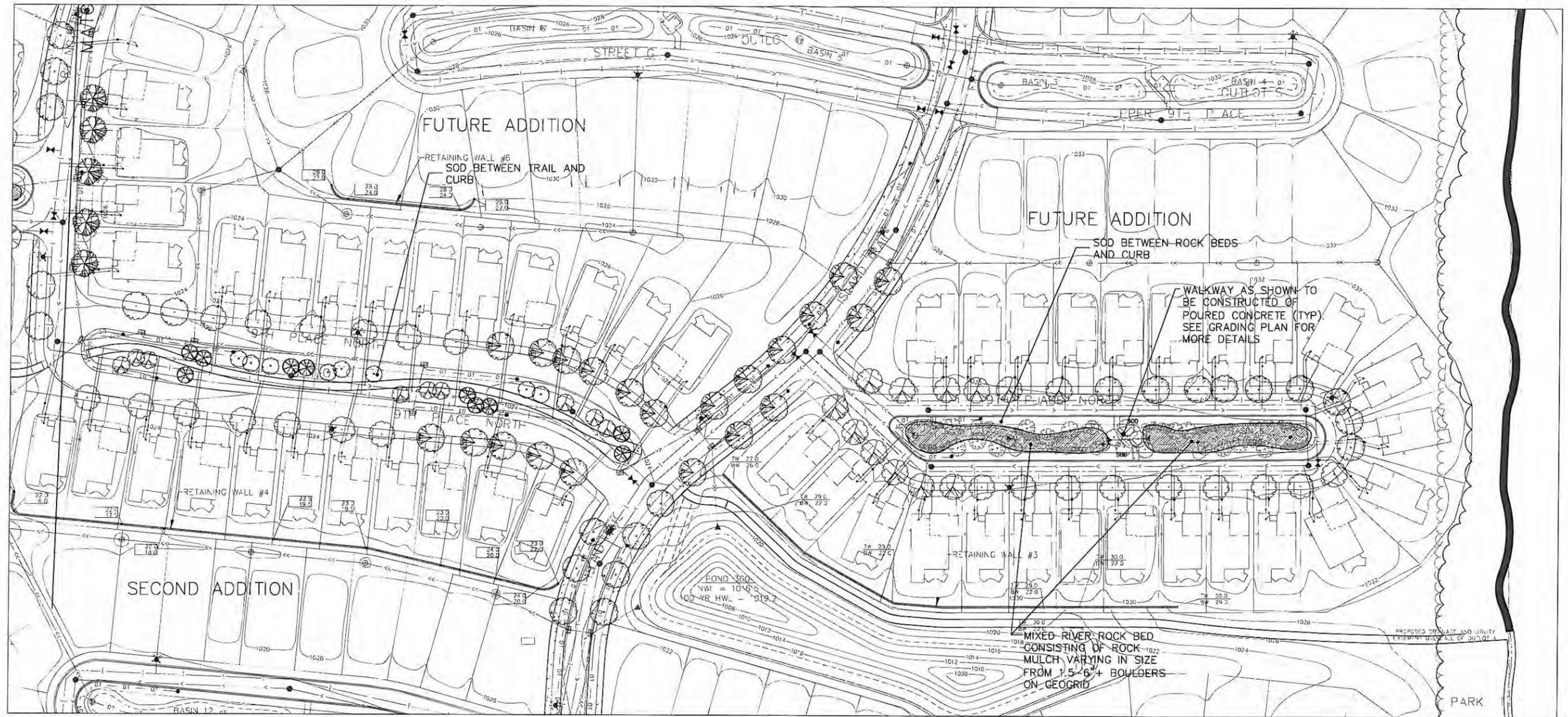
1. Root ball surface shall be positioned to be one - quarter above finished grade.
2. Existing site soil shall be added to create a smooth transition from the top of the raised root ball to the finished grade at a 15% max. slope.

DECIDUOUS TREE - MODIFIED/UNMODIFIED SOIL & POORLY DRAINED SOIL

FEBRUARY 2015

CITY OF LAKE ELMO

STANDARD DRAWING NO: 902A
LAKE ELMO



PIONEERengineering
THE ENGINEERS, LANDSCAPE ARCHITECTS AND SURVEYORS LICENSED IN MINNESOTA
 2422 Enterprise Drive
 Mendota Heights, MN 55120
 (651) 681-1914
 Fax: (651) 948-8888
 www.pioneereng.com

I hereby certify that this plan was prepared by me or under my direct supervision and that I am a duly Licensed Landscape Architect under the laws of the State of Minnesota.
 Name: Assistant L. Thompson
 Reg. No.: 34764 Date: _____

Revision: 2-24-16 City annotations
 Date: 1-19-16
 Drawn: _____
 Checked: _____

LANDSCAPE PLAN

HANS HAGEN HOMES
 941 HILLWIND ROAD NE SUITE 300
 FRIDLEY, MINNESOTA 55432

INWOOD THIRD ADDITION
 LAKE BLUM, MINNESOTA

L3 OF 4

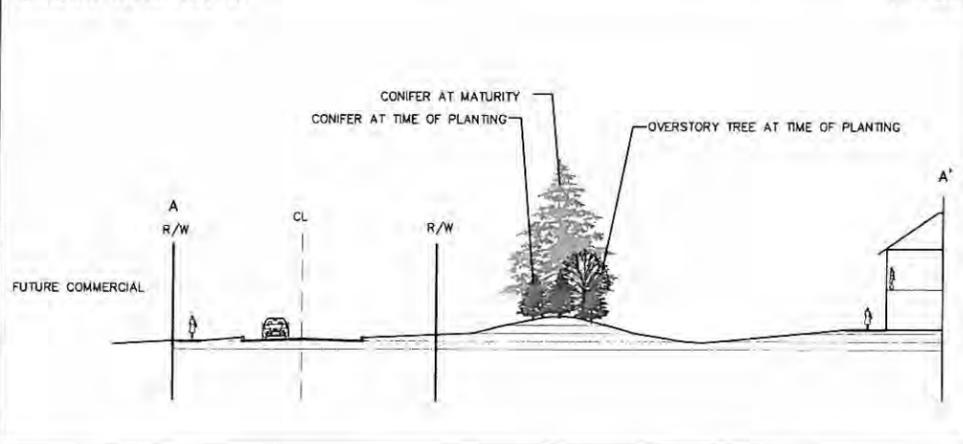
CROSS SECTION A DETAIL

1"=50'



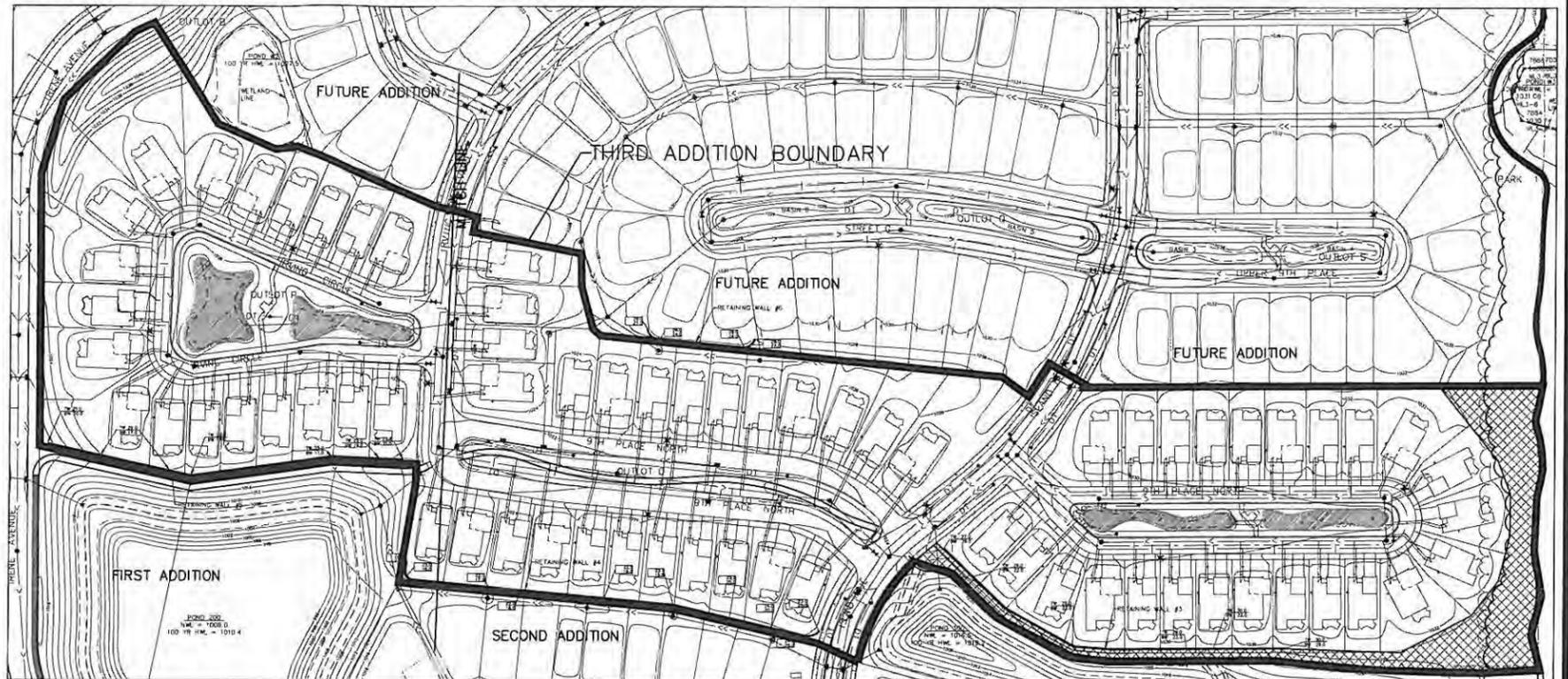
CROSS SECTION A

1"=20'

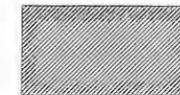


GROUND COVER TREATMENT DETAIL

1"=100'



DISTURBED UPLAND AREA INCLUDING DISTURBED AREAS AT THE EDGE OF THE EXISTING PINE/SPRUCE EASTERN BOUNDARY TO BE SEEDED WITH MN STATE SEED MIX 35-621 OR EQUIVALENT



ROCK MULCH DRY CREEK/POND WITHIN INFILTRATION BASIN AREAS. SEE SHEET L2-3 FOR MORE DETAILS.

NATIVE DRY PRAIRIE SOUTHEAST
(STATE SEED MIX 35-621 FORMERLY U6)

Common Name	Scientific Name	Rate (lb/ha)	Rate (lb/ac)	% of Mix	Seeds/ sq ft
sub-corn grass	<i>Sorghastrum nutans</i>	1.27	1.13	10.23%	2.48
blue grama	<i>Bouteloua gracilis</i>	0.78	0.68	6.19%	10.00
knobby brome	<i>Brizopyrum asperum</i>	0.35	0.31	2.78%	0.90
nodding wild rye	<i>Elymus canadensis</i>	1.08	1.00	9.01%	2.30
slender wheatgrass	<i>Elymus trachycaulus</i>	1.32	1.18	10.70%	3.00
timothy	<i>Phleum pratense</i>	0.48	0.41	3.71%	20.00
late bluestem	<i>Stachytarax ssp. ardens</i>	1.50	1.51	13.72%	8.30
land cresson	<i>Sporobolus vaginatus</i>	0.35	0.22	1.98%	18.00
pearl cresson	<i>Sporobolus heterostachyus</i>	0.29	0.26	2.32%	1.90
Total Grasses		8.07	7.20	65.29%	75.04
butterfly milkweed	<i>Asclepias tuberosa</i>	0.07	0.06	0.62%	0.90
whorled milkweed	<i>Asclepias verticillata</i>	0.01	0.01	0.11%	0.05
bird's foot clover	<i>Coronilla varia</i>	0.06	0.05	0.50%	0.30
white prairie clover	<i>Dalea candida</i>	0.10	0.09	0.78%	0.90
purple prairie clover	<i>Dalea purpurea</i>	0.17	0.15	1.52%	0.90
blue flax	<i>Chrysothamnus parryi</i>	0.07	0.06	0.51%	0.13
round-headed bush clover	<i>Lupinus capillaris</i>	0.03	0.03	0.31%	0.10
rough blazing star	<i>Liatris aspera</i>	0.02	0.02	0.17%	0.11
dothed blazing star	<i>Liatris punctata</i>	0.02	0.02	0.23%	0.09
wild bergamot	<i>Monarda fistulosa</i>	0.03	0.03	0.27%	0.05
blackberry	<i>Monarda punctata</i>	0.02	0.02	0.22%	0.30
soft goldenrod	<i>Eupatorium rugosum</i>	0.07	0.06	0.50%	0.08
large-flowered bowel tongue	<i>Penstemon grandiflorus</i>	0.04	0.04	0.35%	0.30
black-eyed susan	<i>Rudbeckia hirta</i>	0.10	0.09	0.80%	3.20
gray goldenrod	<i>Solidago nemoralis</i>	0.21	0.21	1.84%	1.05
skyblue aster	<i>Symphyotrichum sibiricum</i>	0.31	0.28	2.52%	0.30
skyblue aster	<i>Symphyotrichum sibiricum</i>	0.02	0.02	0.19%	0.20
black-eyed susan	<i>Rudbeckia hirta</i>	0.01	0.01	0.12%	0.05
heath-leaved aster	<i>Ficula verna</i>	0.02	0.02	0.21%	0.10
Total Forbs		0.90	0.80	7.49%	10.37
Grass or winter wheat (see note at beginning of bid for recommended dates)		3.36	3.00	27.22%	1.33
Total Cover Crop		3.36	3.00	27.22%	1.33
Totals		12.33	11.00	100.00%	66.75

DISTURBED GROUND TREATMENT NOTES:
PHASE 3 IS DIVIDED UP INTO INDIVIDUAL LOTS EXCEPT HATCHED AREA AS SHOWN. INDIVIDUAL LOTS WILL BE SODDED OR TURF SEEDING (TYPICAL). SEE GRADING AND EROSION PLANS FOR TEMPORARY SEEDING PLANS

SODDED (UNHATCHED) AREAS TO BE IRRIGATED

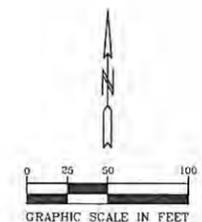
IRRIGATION BY OTHERS

SEEDING NOTES:

MULCH: MNDOT TYPE 3 @ 2 TONS PER ACRE AND DISK ANCHORED IN PLACE OR APPROVED EQUAL, INSTALLED TO MINIMUM 90% COVERAGE OF THE SURFACE AREA DISTURBED. MULCH AT 90% COVERAGE WITH DISC ANCHOR.

3-YEAR MAINTENANCE PLAN FOR UPLAND SEEDING

- 1 YEAR 1-3
- 1 MOWING SHOULD OCCUR AS NECESSARY THROUGHOUT THE GROWING SEASON FOR THE FIRST TWO SEASONS TO PREVENT NOXIOUS WEEDS FROM TAKING HOLD
- 2 WEEDS SHOULD BE HAND PULLED OR SPOT SPRAYED AS NECESSARY
- 3 TYPE 2 BLANKET SHOULD BE USED ON SLOPES UNLESS THE AREAS ARE HYDRO SEEDING WITH A HEAVY TACKIFIER IN WHICH CASE NO BLANKET OR MULCH WILL BE NECESSARY
- 4 IF THE AREA (IN LOWER AREAS) BECOMES SATURATED WITH ANY FREQUENCY, REED CANARY GRASS OR OTHER NOXIOUS WEEDS CAN BECOME A PROBLEM. SETHOXYDIM (OR EQUIVALENT) OR OTHER HERBICIDES WILL BE EFFECTIVE IN CONTROLLING REED CANARY GRASS AND OTHER NOXIOUS WEEDS WITHOUT HARMING SEDGES, RUSHES, AND FORBS.
- 5 TREES AND SHRUBS SHOULD ONLY BE PRUNED IN THE EVENT OF DAMAGED OR BROKEN BRANCHES.
- 6 INLETS MUST BE KEPT CLEAR OF DEBRIS
- 7 WHERE APPLICABLE, ANY DEBRIS OBSERVED IN INFILTRATION BASIN OR POND SHALL BE REMOVED



MEMORANDUM

FOCUS ENGINEERING, inc.

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

Date: March 10, 2016

To: Stephen Wensman, City Planner
Cc: Chad Isakson, P.E., Municipal Engineer
From: Jack Griffin, P.E., City Engineer

Re: Inwood 3rd Addition – Final Plat Review
Engineering Review Comments

An engineering review has been completed for the Inwood 3rd Addition Construction Plans consisting of the following documentation prepared by Carlson McCain:

- Inwood 3rd Addition Final Plat, Sheets 1-3, REVISED 02.29.2016.
- Grading, Development and Erosion Control Plans, dated 02.26.2016.
- Construction Plans for Sanitary Sewer, Water Main, Storm Sewer and Streets, dated 02.26.2016.
- Landscape Plans prepared by Pioneer Engineering, dated 02.24.2016. *Review by others.*
- Storm Sewer Design Tabulation, dated 02.16.2015.

STATUS/FINDINGS: An engineering review has been completed for the Inwood 3rd Addition Final Plat submittal on 02.29.2016. Engineering review comments have been provided in two separate memos; one for Final Plat approval, and one to assist with the completion of the final Construction Plans. Please see the following review comments relating to the Final Plat application.

FINAL PLAT AND INWOOD 3RD ADDITION

- Outlots C (storm water), D (trail), and E (storm water) must be dedicated to the City as part of the Final Plat. City ownership must be noted on the final construction plans.
- Final Plat should be contingent upon the applicant expanding utility easements or other building restriction provisions to assure that no building or retaining wall can be constructed within 15 feet of a City utility pipe, that all utility pipe easements are at least 30 feet in width with the utility pipe located no closer than 10 feet from the easement line.
- Retaining walls are proposed within rear yard utility easements throughout much of the development. It should be clearly documented that the retaining walls remain within the ownership of the HOA even though they are within drainage and utility easements. It should be further documented that any and all costs associated with protection, replacement or maintenance of retaining walls due to any work in the easements by the City, shall be the full responsibility of the HOA.
- Inwood 3rd Addition includes trunk watermain (12-inch diameter) and trunk sanitary sewer (12-inch diameter) pipe oversizing along Island Trail. Payment for pipe oversizing from the City standard 8-inch pipe should be addressed as part of the development agreement.

FINAL CONSTRUCTION PLANS & SPECIFICATIONS

- No construction for Inwood 3rd Addition may begin until the applicant has received City Engineer approval for the Final Construction Plans; the applicant has obtained and submitted to the City all applicable permits, easements and permissions needed for the project; and a preconstruction meeting has been held by the City's engineering department.

- No construction for Inwood 3rd Addition may begin until the applicant provides a detailed storm water management report and drainage design calculations specific to the Inwood 3rd Addition Improvements that addresses the phasing of construction, and addresses erosion control and SWPPP corrections required to bring the entire Inwood PUD site into compliance.
- The Final Plat shall not be recorded until final construction plan approval is granted.
- Final Construction Plans and Specifications must be prepared in accordance with the City Engineering Design Standards Manual using City details and specifications and meeting City Engineering Design Guidelines.
 - Storm sewer must be redesigned to maintain all pipe velocities below 15 fps and all pipe outlet velocities below 5 fps.
- A separate memorandum will be provided to direct additional plan corrections necessary for final construction plan approval.



**City of Lake Elmo
Planning Commission Meeting
Minutes of April 11, 2016**

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

COMMISSIONERS PRESENT: Kreimer, Dunn, Larson, Griffin, Dodson, Fields, Lundquist and Williams.

COMMISSIONERS ABSENT: Haggard & Larson

STAFF PRESENT: Planning Director Wensman, & City Planner Becker

Approve Agenda:

The agenda was approved as presented.

Approve Minutes: March 28, 2015

M/S/P: Williams/ move to approve the March 28, 2016 minutes as amended, **Vote: 7-0, motion carried.**

Public Hearing – Comprehensive Plan Map Amendment

Wensman started his presentation regarding the Comprehensive Plan amendment. The City is planning for the Old Village Phase 2 street and utility improvement project. 3 parcels have petitioned to join the MUSA. Within the proposed MUSA, many properties are currently guided for rural single family and rural area development which is not consistent with sewered development. The identified parcels will be reguided to Village Urban Low Density. Met Council approval is required and upon review, the Met Council has requested that the properties within the MUSA be guided for sewered development.

Dunn asked how many acres are in the new area. She wants the motions broke into 2 separate motions. She wants to know what the density range is for this Village Urban Low Denisty. Wensman stated that the range is 1.5 – 2.49 per acre. Wensman stated that this might need to be continued as the Comp plan requires 3 units per acre for sewered. Kreimer stated that there can be pockets as long as the overall area meets the 3 units per acre. Wensman stated that he thinks that we will get push back from Met Council if we use this guidance.

Public hearing on adding the 3 properties opened at 7:15 pm

Steve Johnson, 2915 Lake Elmo Ave, asked what the designation needed to be. Williams pointed out that the public hearing was only to add them to the MUSA.

There were no written comments

Public hearing closed at 7:18 pm

M/S/P: Williams/Dunn, move to add findings of fact that there is a homeowner petition, that the Met Council staff is in agreement with adding these properties and that there is no significant change in project scope and cost to the City. **Vote: 7-0, motion carried.**

M/S/P: Williams/Dodson, move to recommend approval of an amendment to the City's Comprehensive Wastewater Facilities Plan adding 3 residential parcels, PID #'s 24.029.21.22.0019, 24.029.21.22.0020 and 24.029.21.22.0021 to the Village MUSA area based on the attached findings, **Vote: 7-0, motion carried.**

M/S/P: Williams/Dodson, move to postpone amending the Comprehensive Land Use Plan by reguiding parcels in the Village MUSA until such time as a new public hearing has been noticed, **Vote: 7-0, motion carried.**

Dodson is concerned that the existing RS homes will get that Village Medium Density designation. Wensman stated that the rezoning should occur shortly after the sewer hook ups occur.

Dunn stated that the maps are different in the packet than what was shown tonight. She would like things clarified and simplified.

Public Hearing – Rezoning the Inwood Water Tower site to PF

The City's Inwood Watertower site is currently zoned Rural Residential and essential services are guided in the Comprehensive Plan as Public/Park. The request is to rezone the Inwood watertower to PF – Public/Semi Public. This is a 1.44 acre parcel owned by the City.

Public hearing opened at 7:34 pm

No one spoke and there were no written comments.

Public hearing closed at 7:35 pm

M/S/P:Lundquist/Williams, move to recommend approval of the rezoning of the Inwood Watertower site PID #28.029.21.42.0003, from the RR – Rural Residential Zoning District to the PF – PF Public or Semi-Public zoning district, **Vote: 7-0, motion carried.**

M/S/P:Williams/Dodson, proposes an amendment to include based on the findings presented in the staff report, **Vote: 7-0, motion carried.**

Business Item – Village Preserve 2nd Addition Final Plat

Wensman started his presentation regarding Village Preserve 2nd addition. This application is to Final Plat Outlot C into 45 single family homeas and a .13 acre outlot for a trail. This final plat is consistent with the preliminary plat.

The Fire Chief would like the street named Lady Slipper Circle on the plat map changed to 41st Street Circle. Wensman went throught he findings of fact and 13 conditions of approval, one of which is constructing a turn lane on Lake Elmo Ave. Building permits will not be issued until the turn lane is constructed.

Dodson pointed out a few technical changes. He also asked if the HOA had been established yet. Wensman stated that the documents have been drafted, but beyond that he is not sure.

Craig Allen, GWSA, talked about the drainage of the development and the shared ponding with Wildflower. The irrigation and landscape plan was all done at once and should not be difficult to finish up for phase II.

Dunn asked about the sidewalk and trail system and why they are different widths. Allen went through the trail system.

M/S/P: Williams/Dodson, move to approve the Village Preserve 2nd addition Final Plat with the 13 conditions of approval as drafted by Staff based on the findings of fact listed in the staff report as amended, **Vote: 7-0, motion carried.**

Business Item – Zoning Text Amendment Noise Ordinance

Planner Becker explained the proposed ordinance as requested by the City Engineer. The staff would like feedback from the Planning Commission prior to the public hearing scheduled on April 25th, 2016.

Dodson likes the Oakdale ordinance better than either version of the Lake Elmo ordinance. He prefers talking about how loud something is and hours vs. types of equipment allowed. He is also wondering what the penalties are for violations. Becker stated that the penalty is outlined in ordinance 10.99.

Dunn is concerned about MPCA standards, but does not see those standards anywhere. Wensman stated that it was previously discussed during the Hecker wedding venue and states what the noise limits are. Williams thinks there should be a reference to those standards. Wensman stated that he does not think it is necessary as our numbers come from those standards.

Dunn feels that the current ordinance protects the current residents and does not feel it should change. Kreimer does not see a need to change the noise ordinance. He lived through it in 2014 with Hammes Estates and they worked weekends and it was miserable. They could not enjoy their property that whole summer.

Fields would rather have exemptions on a project by project basis rather than change the ordinance. Williams is troubled by the inclusion of Saturday. He would rather see the ordinance allow public projects to be exempted.

Williams would like to suggest that in section 1A, construction activity is allowed from 7am – 7pm during the week, but nothing on Saturdays. In the last section where it talks about public projects, allow

Business Item – Zoning Text Amendment – Open Space Preservation Ordinance

Business Item – 2016 Planning Commission Work Plan

Council Updates – April 5, 2016 Meeting

1. Savona 4th addition Developer Agreement – passed.
2. Easton Village Park Plan – passed.
3. Palmquist Commercial Wedding Venue IUP – Postponed.

Staff Updates

1. Upcoming Meetings
 - a. April 25, 2016
 - b. May 10, 2016

Commission Concerns

Meeting adjourned at 9:50 pm

Respectfully submitted,

Joan Ziertman
Planning Program Assistant



MAYOR & COUNCIL COMMUNICATION

DATE: 4/19/16
REGULAR
ITEM # 20b
RESOLUTION 2016-33

AGENDA ITEM: InWood 3rd Addition Developer’s Agreement

SUBMITTED BY: Stephen Wensman, Planning Director

THROUGH: Kristina Handt, City Administrator

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

SUGGESTED ORDER OF BUSINESS:

- Introduction of ItemCommunity 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: Staff is recommending that the City Council approve a developer’s agreement associated with the third phase of the InWood development. The agreement has been drafted based on a model agreement previously reviewed by the Council in January 2016.

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

SUMMARY AND ACTION REQUESTED: The City Council is being asked to authorize execution of a developer’s agreement for the third phase of the InWood Planned Unit Development. The attached agreement has been reviewed by the City Staff, and all recommend

changes specific to the InWood 3rd Addition project have been incorporated into the document as drafted. This agreement must be executed before any construction activity, outside of the previously authorized grading work, may proceed on the site. The recommended motion to take action on the request is as follows:

“Move to adopt Resolution 2019-33 approving the developer’s agreement for InWood 3rd Addition”

LEGISLATIVE HISTORY/STAFF REPORT: One of the conditions attached to the resolution approving the InWood Final Plat and Plan specifies that the developer enter into a Developer’s Agreement prior to the execution of the plat by City officials. Staff has drafted such an agreement consistent with the City’s developer’s agreement master template, and this document is attached for consideration by the City Council. The key aspects of the agreement include the following components:

- That all improvements to be completed by October 31, 2016.
- That the developer provide a letter of credit in the amount of \$2,970,468 related to the cost of the proposed improvements.
- That the developer provide a cash deposit of \$454,643 for SAC and WAC charges, engineering administration, one year of street light operating costs and other City fees.

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

BACKGROUND INFORMATION (SWOT):

Strengths: The developer’s agreement has been drafted to guarantee that the improvements associated with the InWood 3rd Addition development plans will installed in accordance with City specifications.

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

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

Opportunities: The proposed improvements will provide for infrastructure connections to adjacent properties.

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

RECOMMENDATION: Based on the above Staff report, Staff is recommending that the City Council approve the Developer's Agreement for InWood 3rd Addition and that the Council direct the Mayor and Staff to execute this document. The suggested motion to adopt the Staff recommendation is as follows:

“Move to adopt Resolution 2016-33 approving the developer’s agreement for InWood 3rd Addition”

ATTACHMENTS:

1. Resolution 2016-33
2. InWood 3rd Addition Developer's Agreement – 4.14.16

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

RESOLUTION NO. 2016-33

*A RESOLUTION APPROVING A DEVELOPER'S AGREEMENT FOR THE INWOOD 3RD
PLANNED UNIT DEVELOPMENT*

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

WHEREAS, Hans Hagen Homes, 941 NE Hillwind Road, Suite 300, Fridley, MN (“applicant”) has previously submitted an application to the City of Lake Elmo (“City”) for a Final Plat for InWood 3rd Addition; and

WHEREAS, the Lake Elmo City Council considered and approved the InWood PUD General Concept Plan on September 16, 2014; and

WHEREAS, the Lake Elmo City Council approved the InWood Preliminary Plat and Preliminary PUD Plan on December 2, 2014; and

WHEREAS, the Lake Elmo City Council adopted Resolution 2016-__ on April 19, 2019 approving the Final Plat and Final PUD for InWood 3rd Addition; and

WHEREAS, a condition of approval of said Resolution 2016-__, establishes that , prior to execution of the Final Plat by City officials, the Applicant shall enter into a Developer’s Agreement with the City; and

WHEREAS, the Applicant and the City have agreed to enter into such a contract and a copy of the Developer’s Agreement was submitted to the City Council for consideration at its April 19, 2016 meeting;

NOW, THEREFORE, BE IT RESOLVED THAT the City Council does hereby approve the Developer’s Agreement for InWood 3rd Addition and authorizes the mayor and city Clerk to execute the document.

Passed and duly adopted this 19th day of April, 2015 by the City Council of the City of Lake Elmo, Minnesota.

Mike Pearson, Mayor

ATTEST:

Julie Johnson, City Clerk

(reserved for recording information)

DEVELOPMENT CONTRACT

(Public sewer and water)

InWood 3rd Addition

AGREEMENT dated _____, 2016, by and between the **CITY OF LAKE ELMO** a Minnesota municipal corporation ("City"), and Hans Hagen Homes (the "Developer").

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

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 Planning Director has issued a letter that all conditions have been satisfied, a preconstruction conference has been held, and that the Developer may proceed.

4. PHASED DEVELOPMENT. If the 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 availability 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.

5. PRELIMINARY PLAT STATUS. If 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 two (2) years after preliminary plat approval.

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

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

Plan A - Plat

Plan B - Final Grading, Drainage, and Erosion Control Plan

- Plan C - Tree Preservation and Reforestation Plan
- Plan D - Plans and Specifications for Public Improvements
- Plan E - Street Lighting Plan
- Plan F - Landscape Plan

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

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

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

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

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

9. CITY ENGINEERING ADMINISTRATION AND CONSTRUCTION

OBSERVATION. At the time of Final Plat, the Developer shall submit an escrow for City Engineering Administration and Construction Observation in an amount provided under paragraph 33. Summary of Cash Requirements. Thereafter, the Developer shall reimburse the City each month, within 30 days of receiving an invoice, for all engineering administration and construction observation performed during the construction of the plat. After 30 days of the invoice, the City may draw upon the escrow and stop the work on site until said escrow has been replenished in its full amount. City engineering administration will include monitoring of construction progress and construction observation, consultation with Developer and his engineer on status or problems regarding the project, coordination for testing, final inspection and acceptance, project monitoring during the warranty period, and processing of requests for reduction in security. Construction observation may be performed by the City's in-house staff or consulting engineer. Construction observation shall include, at the discretion of the city, part or full time inspection of proposed public utilities and street construction. Services will be billed on an hourly basis.

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

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

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

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

- B. Watermain Extensions:
 - Minnesota Department of Health

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

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

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

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

12. TIME OF PERFORMANCE. The Developer shall install all required public improvements by October 31, 2016, with the exception of the final wear course of asphalt on streets. The Developer shall install the bituminous wearing course of streets after the first course has weathered a winter season, consistent with warranty requirements, however final acceptance of the improvements will not be granted until all work is completed including the final wear course. The Developer may, however, request an extension of time from the City. If an extension is granted, it shall be conditioned upon updating the security posted by the Developer to reflect cost increases and amending this agreement to reflect the extended completion date. Final wear course placement outside of this time frame must have the written approval of the City Engineer.

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

14. CONSTRUCTION ACCESS. Construction traffic access and egress for grading, public utility construction, and street construction is restricted to access the subdivision via Island Trail from 5th Street. No construction traffic is permitted on other adjacent local streets.

15. CONSTRUCTION SEQUENCE AND COMPLIANCE. The City will require the developer to construct the improvements in a sequence which will allow progress and compliance points to be measured and evaluated. The Developer and/or their representatives are required to supervise and coordinate all construction activities for all improvements and must notify the City in writing stating when the work is ready for the inspection at each of the measurable points defined in the following paragraphs 16, 17 and 18.

16. EROSION CONTROL. Prior to initiating site grading, the erosion control plan, Plan B, shall be implemented by the Developer and inspected and approved by the City. Erosion control practices

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

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

17. GRADING PLAN. The plat shall be graded in accordance with the approved grading drainage and erosion control plan, Plan "B". The plan shall conform to the 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.

A. 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 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.

B. The City will not issue any building permits until the approved certified record grading plan is on file with the City.

18. STREET AND UTILITY IMPROVEMENTS. All storm sewers, sanitary sewers, watermain, and streets shall be installed in accordance with the approved Plans and Specifications for Public Improvements, Plan "D". The plan shall conform to the City's Engineering Design and Construction Standards Manual. Curb and gutter and the first lift of the bituminous streets, sidewalks, 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 shall be installed in accordance with paragraph 12 above.

19. STREET MAINTENANCE DURING CONSTRUCTION. The Developer shall be responsible for all street maintenance until the streets are accepted by the City. Warning signs shall be placed when hazards develop in streets to prevent the public from traveling on same and to direct attention to detours. If and when streets become impassable, such streets shall be barricaded and closed. In the event residences are occupied prior to completing streets, the Developer shall maintain a smooth surface and provide proper surface drainage to insure that the streets are passable to traffic and emergency vehicles. The Developer shall be responsible for keeping streets within and without the subdivision clean of dirt and debris that may spill, track, or wash onto the street from Developer's operation. The Developer may request, in writing, that the City keep the streets open during the winter months by plowing snow from the streets prior to final acceptance of said streets. The City shall not be responsible for repairing the streets because of snow plowing operations. Providing snow plowing service does not constitute final acceptance of the streets by the City. The Developer shall contract for street cleaning within and immediately adjacent to the development. At a

minimum, scraping and sweeping shall take place on a weekly basis. A copy of this contract shall be approved by the City before grading is started. The contract shall provide that the City may direct the contractor to clean the streets and the contractor will bill the Developer.

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

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

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

21. PARK DEDICATION. The Developer has previously satisfied park dedication requirements for all the areas to be platted within the Inwood Preliminary Plat as part of the InWood Development Contract. No fees in lieu of land dedication are required for the plat.

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

The sewer availability charge (SAC) in the amount of \$3,000.00 per REU shall be paid by the Developer prior to the City recording the final plat. The total amount to be paid by the Developer is \$201,000.00.

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

\$201,000.00.

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

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

24. STREET LIGHTS. The Developer is responsible for the cost of street light installation consistent with a street lighting plan approved by the City. Before the City signs the final plat, the Developer shall post a security for street light installation consistent with the approved plan. The required security is \$48,000 and consist of eight (8) decorative acorn lights at \$6,000 each. The Developer shall also pay \$1,518 in payment of the first year operating costs for street lights.

25. WETLAND MITIGATION. The Developer shall complete wetland mitigation/restoration in accordance with the approved Plans and Specifications and in accordance with any applicable Watershed or agency Permits. If the mitigation work is found to be incomplete or restoration is unsuccessful the City may draw down the security at any time during the warranty period if the Developer fails to take corrective measures to be used by the City to perform the work.

26. BUILDING PERMITS/CERTIFICATES OF OCCUPANCY.

A. Public sewer and water, curbing, and one lift of asphalt shall be installed on all public and private streets prior to issuance of any building permits, except one model home on a lot acceptable to the Planning 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 until Public sewer and water, curbing, and one lift of asphalt is installed on all public and private streets; all utilities are tested and approved by the City Engineer; and the as-constructed grading must be on file at the City for the block where the building is to be located.

27. RESPONSIBILITY FOR COSTS.

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

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

incurred by the City in monitoring and inspecting development of the plat. All amounts incurred and due at the time, must be fully paid prior to execution and release of the final plat for recording.

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

D. The Developer shall reimburse the City for costs incurred in the enforcement of this Contract, including reasonable engineering and attorneys' fees.

E. The Developer shall pay, or cause to be paid when due, and in any event before any penalty is attached, all special assessments referred to in this Contract. This is a personal obligation of the Developer and shall continue in full force and effect even if the Developer sells one or more lots, the entire plat, or any part of it.

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

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

A. Implementation of the recommendations listed in the March 10, 2016 Engineering memorandum.

B. Before the City signs the final plat, the Developer shall convey Outlots C, D, and E to the City by warranty deed, free and clear of any and all encumbrances. These areas represent storm water infiltration basins or land to be used for park purposes.

C. The Developer must obtain a sign permit from the City Planning Department prior to installation of any subdivision identification signs.

29. MISCELLANEOUS.

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

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

C. Appropriate legal documents regarding Homeowner Association documents, covenants and restrictions, as approved by the City Attorney, shall be filed with the final plat. No third-party beneficiary is hereby conferred.

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

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

F. If any portion, section, subsection, sentence, clause, paragraph, or phrase of this

Contract is for any reason held invalid, such decision shall not affect the validity of the remaining portion of this Contract.

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

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

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

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

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

A. Subject to unavoidable delays, failure by Developers to commence and complete

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

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

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

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

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

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

33. WARRANTY. The Developer warrants all improvements required to be constructed by it pursuant to this Contract against poor material and faulty workmanship. The Developer shall submit a letter of credit for twenty-five percent (25%) of the amount of the original cost of the improvements.

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

of the work.

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

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

34. SUMMARY OF SECURITY REQUIREMENTS. To guarantee compliance with the terms of this agreement, payment of special assessments, payment of the costs of all public 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 **\$2,970,468**. The amount of the security was calculated as follows:

CONSTRUCTION CATEGORY:	COST	125%
1. Grading	N/A	
2. Sanitary Sewer	\$227,278	\$346,598
3. Watermain	\$315,803	\$394,754
4. Storm Sewer (includes pond structures and outfall pipes)	\$254,543	\$318,179
5. Streets	\$501,150	\$626,438
6. Trails/Sidewalks	\$80,290	\$100,363
7. Surface Water Facilities (infiltration basins, bio retention basins, rain gardens, etc.)	Included in Grading Agreement	
8. Street Lighting	\$48,000	\$60,000
9. Street Signs and Traffic Control Signs	\$7,010	\$8,763
10. Private Utilities (electricity, natural gas, telephone and cable)	Installation to be coordinated by the developer	

11. Landscaping	\$151,500	\$ 189,375
12. Tree Preservation and Restoration	Included in Grading Agreement	
13. Wetland Mitigation and Buffers	N/A	
14. Monuments	\$6,800	\$8,500
15. Erosion and Sedimentation Control	Included in Grading Agreement	
16. Miscellaneous Facilities	N/A	
17. Developer's Record Drawings	\$5,000	\$6,250
CONSTRUCTION SUBTOTAL	\$ 2,376,374	N/A
TOTAL PROJECT SECURITIES (at 125% Construction Costs)	N/A	\$ 2,970,468

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.

36. REDUCTION OF SECURITY. Upon written request by the Developer to the City Engineer and upon receipt of proof satisfactory to the City Engineer that work has been completed in accordance with the approved plans and specifications, and terms of this Agreement, and that all financial obligations to the City have been satisfied, the City Engineer may approve reductions in the security as follows:

A. Upon completion of grading operations, including temporary site restoration, Developer shall submit an as-built grading survey to the City that at a minimum establishes the as-built grades at all lot corners and downstream drainage conveyance systems and storm water ponds. Upon inspection of the site and approval of the as-built survey, 100%, or \$0.00, of the grading security may be released. This security reduction does not include amounts related to erosion and sedimentation control.

B. Up to 75% of the security provided in accordance with paragraph 34 may be released upon completion of the following key milestones of the project as determined by the City Engineer.

C. Construction Categories 2 and 3: The amount of \$593,081 may be released when all sanitary sewer and watermain utilities have been installed, all testing and televising has been successfully completed, sanitary sewer as-built inverts have been verified, and the utilities are considered ready for use by the City Engineer.

D. Construction Categories 4 and 5: The amount of \$755,693 may be released when all streets and storm sewer have been installed and tested, and have been found to be complete to the satisfaction of the City Engineer including all corrective work for any identified punch list items and including verification of storm sewer as-built inverts, but not including the final wear course.

E. Construction Categories 6-17: The amount of \$1,027,600 may be released when all remaining Developer's obligations under this Agreement have been completed including: (1) bituminous wear course, (2) street lighting and private utilities, (3) sidewalks and trails, (4) bio retention facilities, (5) iron monuments for lot corners have been installed, (3) all financial obligations to the City satisfied, (4) the required "record" plans in the form of the City standards have been received and approved by the City, and (5) the public improvements are accepted by the City Engineer and City Council.

F. At no point may the Security be reduced below twenty-five percent (25%) of the original security amount until: (1) the warranty period has expired, (2) all improvements have been fully completed and excepted by the City, including all corrective work and identified punch list items, and (3) all financial obligations to the City have been satisfied.

G. In addition to the above project milestone based security reductions, the Developer may submit written request to the City Engineer and upon receipt of proof satisfactory to the City Engineer that work is progressing in accordance with the approved plans and specifications, and terms of this Agreement, and that all financial obligations to the City have been satisfied, the City Engineer may approve a one-time reduction in the security for Construction Categories 2-5 in an amount not to exceed fifty percent (50%) of the initial security amounts.

H. It is the intention of the parties that the City at all times have available to it a Letter

of Credit in an amount adequate to ensure completion of all elements of the Subdivision Improvements and other obligations of the Developer under this Agreement, including fees or costs due to the City by the Developer. To that end and notwithstanding anything herein to the contrary, all requests by the Developer for a reduction or release of the Letter of Credit shall be evaluated by the City in light of that principle.

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

Sewer Availability Charge (SAC)	\$201,000
Water Availability Charge (WAC)	\$201,000
Park Dedication	N/A
Street Light Operating Fee	\$1,518
City Base Map Upgrading	\$1,125
City Engineering Administration Escrow	\$50,000
TOTAL CASH REQUIREMENTS	\$454,643

37. NOTICES. Required notices to the Developer shall be in writing, and shall be either hand delivered to the Developer, its employees or agents, or mailed to the Developer by certified mail at the following address: Hans Hagen Homes, 941 NE Hillwind Road, Suite 300, Fridley, MN 55432. Notices to the City shall be in writing and shall be either hand delivered to the City Administrator, or mailed to the City by certified mail in care of the City Administrator at the following address: Lake Elmo City Hall, 3800 Laverne Avenue N. Lake Elmo, Minnesota 55042.

38. EVIDENCE OF TITLE. Developer shall furnish the City with evidence of 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: _____
Mike Pearson, Mayor

(SEAL)

AND _____
Julie Johnson, City Clerk

DEVELOPER:

BY: _____
Its

STATE OF MINNESOTA)
 (ss.
COUNTY OF WASHINGTON)

The foregoing instrument was acknowledged before me this _____ day of _____, 2016, by Mike Pearson and by Julie Johnson, 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 _____, 2016, by _____ the _____ of _____.

NOTARY PUBLIC

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

**FEE OWNER CONSENT
TO
DEVELOPMENT 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 _____, 2016.

STATE OF MINNESOTA)
 (ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2016,
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

**CONTRACT PURCHASER CONSENT
TO
DEVELOPMENT CONTRACT**

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

Dated this _____ day of _____, 2016.

STATE OF MINNESOTA)
 (ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____,
2016, by _____.

NOTARY PUBLIC

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

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.

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 _____