

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



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

LAND USE APPLICATION

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

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

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

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

PID#: _____

Detailed Reason for Request: _____

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

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

Signature of applicant: _____ Date: _____

Signature of fee owner: _____ Date: _____

APPLICATION REQUIREMENTS¹ FOR A MINOR SUBDIVISION

This handout is intended to provide guidance on putting together and submitting an application for a minor subdivision in Lake Elmo. A minor subdivision is a division of land which results in no more than four (4) parcels wherein each resultant parcel complies with the City's minimum lot dimension and public road frontage requirements for the zoning district in which the land is located, the proposal must also meet the criteria established for a minor subdivision. In order to have your minor subdivision application be complete and reviewed in the timeliest fashion, there are a number of steps that must be followed:

1. Contact City staff to discuss your proposed minor subdivision and obtain an official City of Lake Elmo Land Use application.
2. Put together an informational packet (described herein) that outlines your request and provides the necessary background on the intent behind the proposal. Providing detailed information and answers will greatly reduce the potential overall review time.
3. Submit your completed packet at City Hall. Staff will examine your information to determine if the application is complete, and contact you if additional information is required or was omitted. Once the application is complete, staff will prepare a report and schedule the matter for review by the Planning Commission and City Council.
4. The Planning Commission will review the proposed minor subdivision and make a recommendation of approval or denial to the City Council. Council will take the recommendations of staff and the Planning Commission and make a final decision.
5. If approved, documentation must be legally recorded and finalized.

The City Council has established a **non-refundable fee**² for processing a minor subdivision application. Please consult the fee schedule on the City website.

Purpose and intent of a Minor Subdivision: The purpose of a minor subdivision process is to allow the City to waive certain procedures and requirements of a major subdivision. The purpose is to reduce the time and cost to the property owner for dividing land in locations and situations that are well defined and where no new public infrastructure is required. The minor subdivision process allows for concurrent review and approval of a Preliminary and Final Plat.

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

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

Submittal Requirements:

At a minimum, the following materials must be submitted prior to deeming an application complete:

- | <u>Sub:</u> | <u>Req:</u> | <u>Item:</u> |
|--------------------------|--------------------------|---|
| <input type="checkbox"/> | <input type="checkbox"/> | 1. A completed land use application form signed by all property owners along with payment of the proper filing fee. If the applicant is not the fee owner of the property, the fee owners signature shall also be on the application, or the applicant shall provide separate written and signed authorization for the application from the fee owner. |
| <input type="checkbox"/> | <input type="checkbox"/> | 2 Address labels: A certified list of property owners located within three hundred fifty (350') feet of the subject property obtained from and certified by a licensed abstractor or through Washington County (see attached form). |
| <input type="checkbox"/> | <input type="checkbox"/> | 3. Title Work. The City must insure that the listed applicants are the only parties with interest in the subject property. If your property is described in Abstract, the city will need a copy of an <u>updated abstract</u> . If your property is described in Torrens, the city will need a <u>Registered Property Abstract (RPA)</u> . In either case, the city will also accept a <u>commitment for title insurance</u> in lieu of the above to fulfill this requirement. |
| <input type="checkbox"/> | <input type="checkbox"/> | 4. Detailed written and graphic materials fully explaining the proposed minor subdivision. There shall be 4 large scale copies and 10 reduced scale (11"x17") copies of all graphics submitted. An electronic copy shall also be provided. |
| <input type="checkbox"/> | <input type="checkbox"/> | 5. A preliminary plat prepared by a registered land surveyor in the form required by M.S. Ch. 505, as it may be amended from time to time, and the name, address, and registration number of the surveyor, which includes: |

(plat requirements continued)

- a. Graphical scale not more than 1 inch equals 100 feet.
- b. North point indication.
- c. Original and proposed lot boundaries. Existing lot line should be easily distinguishable from the proposed lot lines and not be a prominent feature on the plat.
- d. Topographic data at 2 foot contours. Contours should extend 200 ft beyond the parcel(s) boundary.
- e. Existing and resulting parcel legal descriptions.
- f. Buildable area on each lot and proposed building pad.
- g. The location of existing structures on the site (show setbacks).
- h. Existing and proposed driveway locations.
- i. Existing easement locations.
- j. Existing parks, streets and utility easements.

- k. Delineated wetlands and water bodies including ordinary high water elevations and floodplain boundaries as applicable. Show all water bodies within 200ft of the parcel(s) boundary.
- l. Sewage treatment systems and/or well locations.
- m. Location and size of existing sewers, water mains, wells, culverts, or other underground utilities within the tract and to a distance of 150 feet beyond the tract, the data as grades, invert elevations, and locations of catch basins, and manholes shall also be shown;

Sub: Req: Item:

- 6. **Drainage, grading and erosion control plans, if applicable.**
- 7. **Existing and proposed lowest floor elevations for each lot.**
- 8. **Soil testing for the installation of subsurface sewage treatment system, if applicable.**
- 9. **If driveways to a state or county highway are required, driveway permits or a letter of intent to approve said driveways from applicable road authority.**
- 10. **Any additional information if deemed necessary and required by the Zoning Administrator. The Zoning Administrator may waive for good cause certain information requirements not pertinent to the particular minor subdivision request.**
- 11. **Variances:** If you are requesting variances in any portion of the submitted simple subdivision, the City asks that you list each of the requested variances and provide an explanation as to why each is necessary and cannot be avoided. Additionally, you must provide written answers to address the following:
 - (1) The granting of the variance will not be detrimental to the public safety, health, or welfare or injurious to other property; and
 - (2) There are special circumstances or conditions affecting the applicant's land that the strict application of the minimum standards of this section would deprive the applicant of the reasonable use of that land.
 - (3) The variance is required by reason of unusual hardship relating to the physical characteristics of the land.

If you have any further questions that are not covered by this handout, please contact the planning staff at City Hall: (651) 747-3912. We look forward to assisting you!



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

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

A. "Applicant" whose name and address is:

B. "Owner" whose name and address is:

RECITALS

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

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

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

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

NOW THEREFORE, the City and Applicant agree as follows:

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

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

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

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

[Signature Page Follows]

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

APPLICANT

OWNER:

By: _____
Its: _____

By: _____
Its: _____

By: _____
Its: _____

By: _____
Its: _____

STATE OF MINNESOTA)
) ss.
COUNTY OF WASHINGTON)

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

Notary Public

STATE OF MINNESOTA)
) ss.
COUNTY OF WASHINGTON)

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

Notary Public

CITY OF LAKE ELMO

By: Kristina Handt
Its: City Administrator

Attest: Julie Johnson, City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF WASHINGTON)

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

Notary Public



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

ACKNOWLEDGEMENT OF RESPONSIBILITY

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

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

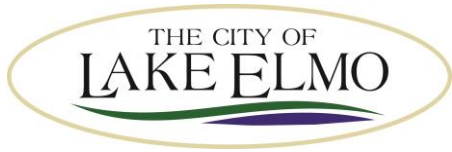
I understand that this application may be reviewed by City staff and consultants. I further understand that additional information, including, but not limited to, traffic analysis and expert testimony may be required for review of this application. I agree to pay to the City upon demand, expenses, determined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

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

Signature of applicant _____ Date _____

Name of applicant _____ Phone _____
(Please Print)

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



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

AFFIRMATION OF SUFFICIENT INTEREST

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

Name of applicant _____
(Please Print)

Street address/legal description of subject property _____

Signature

Date

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

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

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



PARCEL SEARCH APPLICATION

PUBLIC WORKS DEPARTMENT

SURVEY DIVISION

11660 Myeron Road North Stillwater, Minnesota 55082
PHONE (651) 430-4300 EMAIL Publicworks@co.washington.mn.us

Parcel Search File No:

Checks payable to WASHINGTON COUNTY

Payment Date:

Payment Type:

REQUEST FOR SURROUNDING PROPERTY OWNERS AND ADDRESSES

List of owner names and addresses for parcels located within _____ feet of:
Parcel Identification Number(s):

Property Owner Property Address - City, State and Zip
Email Phone

Applicant (if different than owner) Mailing Address - City, State and Zip
Business (if applicable) Phone

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

Parcel Search Fees
1st 25 parcels, including subject parcel (\$50.00) \$ _____
of additional parcels _____ x .50 _____
1 sheet of 30 labels (\$1.00/set) _____
of additional sheets of labels _____ x 1.00 _____
Postage, if parcel search is mailed (\$2.00) _____
Fee, if parcel search is faxed (\$2.00) _____
Amount due: \$ _____

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

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

An Equal Employment Opportunity/Affirmative Action Employer