

Planned Unit Development (PUD) Summary of Procedures

The intent of the of the Planned Unit Development (PUD) overlay zoning district is to provide greater flexibility in the use of land and the placement and size of buildings within the development of residential and nonresidential areas and to achieve desired development outcomes while remaining economically viable and to obtain a higher quality of development. See Article XVIII of the Lake Elmo City Code for complete and accurate information.

When reviewing requests for approval of a PUD, the city shall consider whether one or more of the objectives listed in the City Code will be served or achieved. It is the responsibility of the applicant to demonstrate this. PUDs should not be allowed simply for the purpose of increasing overall density or allowing development that otherwise isn't permitted.

PUD Procedure

1. Pre-Application Conference

Applicants for a PUD shall present a pre-application to staff. The purpose of the city staff review is to provide the applicant with an opportunity to gather information and obtain guidance as to the general suitability of the proposal for the area for which it is proposed and its conformity to the provisions of the comprehensive plan. The applicant must demonstrate the reason why a PUD should be granted and the identified objective(s) that will be met by City Council approval. The applicant shall not construe the city staff review as an approval or denial but rather as information to guide the applicant through the next steps in the city review process.

2. Preliminary PUD

The preliminary PUD application should reflect the guidance provided by staff and be consistent with the pre-application reviewed by staff. After city staff finds that the application is complete the application will be reviewed by all internal and external stakeholders. The Planning Commission will conduct the public hearing and make a recommendation on the application to the City Council. The City Council may conduct a public hearing and will take final action on the application. An application for final PUD must be submitted within 180 days of City Council approval or the preliminary PUD is void.

3. Final PUD

Within 180 days of approval of the preliminary PUD the applicant must submit an application for final PUD. The final PUD application submittal must address all comments and conditions from the preliminary PUD. After city staff finds the application complete the application will be reviewed for consistency with the preliminary PUD by internal and external stakeholders. City staff shall finalize the ordinance to establish the proposed overlay district. The Planning Commission will conduct the public hearing and make a recommendation to the City Council on consistency of the Final PUD and proposed ordinance for consistency with the preliminary PUD. The City Council will take final action on the application. Approval of the application may be conditioned upon the execution of a development agreement for basic improvements, public dedications, security, and other requirements necessary to accommodate the development.

4. Expiration

An approved PUD shall be validated through construction or establishment of the authorized uses within one year of the date of final PUD approval. Failure to validate the PUD within one year shall render it void.

Date Received: _____
Received By: _____



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

PLANNED UNIT DEVELOPMENT (PUD) PRE-APPLICATION CONFERENCE REQUIREMENTS¹

The purpose of the PUD Pre-Application Conference is to give the applicant the opportunity to gather information and obtain guidance as to the suitability of the proposal and its conformity to the provisions of the ordinance and comprehensive plan without incurring substantial expense in construction quality plans and other data. As outlined in LEC 105.12.1210. No development right is granted.

PUD Pre-Application Conference Requirements: The City Council has established a **non-refundable fee** for processing applications. In addition, the City requires that the applicant enter into an Escrow Agreement with the City and post an escrow to reimburse the City for all technical planning, engineering, public works and legal review. Consult the fee schedule for amounts.

Submission Requirements: *PUD Pre-Application Conference submissions shall include but are not limited to the items listed below.*

Submitted: Required:

General and Project Information

- ☐ ☐ The landowner's name, address, email and his/her interest in the subject property.
- ☐ ☐ The applicant's name, address and email if different from the landowner.
- ☐ ☐ The names, email and addresses of all professional consultants who have contributed to the development of the PUD plan being submitted, including but not limited to attorney, land planner, engineer and surveyor.
- ☐ ☐ The address and legal description of the property.
- ☐ ☐ A written statement generally describing the proposed PUD and showing its relationship to the City Comprehensive Plan.
- ☐ ☐ Electronic file(s) of plan sets (PDF).

Plan Information - Three (3) full size plan copies and Three (3) 11x17 plan copies

- ☐ ☐ The existing zoning classification and present use of the subject property and all lands within 500 feet of the subject property.
- ☐ ☐ Existing development of the subject property and all land within 500 feet and showing the location of existing streets, property lines, easements, water mains, and storm and sanitary sewers, with invert elevations on and within 100 feet.

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.

Submitted: Required:

- | | | |
|--------------------------|--------------------------|---|
| ☐ | ☐ | Site conditions. Graphic representation of the existing site conditions at a scale of 1 inch equals 100 feet shall be submitted and shall contain the following: <ul style="list-style-type: none">i. Contours; minimum 5 foot intervals;ii. Location, type and extent of tree cover;iii. Slope analysis;iv. Location and extent of water bodies, wetlands, streams, and flood plains on and within 300 feet of the subject property; andv. Locations of woodlots or significant areas of trees.vi. Locations of existing structures, and any wells on the property.vii. Property boundary dimensions labeled on the plans. |
| ☐ | ☐ | Schematic drawing of the development concept including but not limited to the general location of existing and proposed major circulation elements, public and common open space, trails and sidewalks, the types and areas of land uses, and areas for storm water ponding. |
| ☐ | ☐ | Proposed design features related to proposed streets, showing right-of-way and pavement widths, typical cross-sections, and areas other than streets including but not limited to pedestrian ways, utility easements and storm water facilities and ponding areas. |
| ☐ | ☐ | A table of the approximate allocations of land use expressed in acres and as a percent of the total project area, which shall include at least the following: <ul style="list-style-type: none">i. Location and amount of residential uses by building type;ii. Location and amount of land devoted to common open space;iii. Location and amount of land devoted to public open space and public amenities;iv. Location of off-street parking and loading spaces and statement that the project will conform to parking requirements;v. Location and floor area devoted to non-residential uses and a breakdown of each use. |
| ☐ | ☐ | When the PUD is to be constructed in stages beyond a single construction season, a preliminary schedule for the development of such stages or units shall be submitted stating the approximate beginning and completion date for each stage and overall chronology of development to be followed from stage to stage. |
| ☐ | ☐ | A generalized schematic drawing of proposed utility plans including connection points to existing public utilities. |



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

THIS AGREEMENT is made this ____ day of _____ 20 __, 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: (Select All That Apply)

Plat (Sketch, Preliminary, Final)	Variance
PUD/OP-PUD (Pre-Application, Preliminary, Final) Vacation	Minor Subdivision
Conditional Use Permit	EAW Review
Interim Use Permit	Zoning Text or Map Amendment
Comprehensive Plan Amendment	Wind Generator
	Wireless Communication Permit (co-location)

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 _____, 20____, 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 _____, 20____, 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.