

Major Subdivision/Platting Summary of Procedures

Generally, the platting procedure (major subdivision) applies to a division of land resulting in more than 4 parcels and/or when necessary to ensure that adequate public infrastructure, facilities, and services are available concurrent with development. See Title 103 of the Lake Elmo City Code for complete and accurate information.

Procedure

1. Subdivision Sketch Plan

Applicants for a subdivision shall present a sketch plan 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 Title 103. 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 Plat

The preliminary plat application should reflect the guidance provided by staff and be consistent with the sketch plan 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 a public hearing and make a recommendation on the application to the City Council. The City Council will take final action on the application within 120 days from the date the application is found complete. An application for final plat must be submitted within 180 days of City Council approval or the preliminary plat is void.

3. Final Plat

Within 180 days of approval of the preliminary plat the applicant must submit an application for final plat. The final plat application submittal must address all comments and conditions from the preliminary plat. After city staff finds the application complete the application will be reviewed for consistency with the preliminary plat by internal and external stakeholders. The Planning Commission will review the final plat for consistency with the preliminary plat and make a recommendation to the City Council. The City Council will take final action on the application within 60 days from the date the application is found complete. Approval of the final plat shall be conditioned upon the execution of a development agreement for basic improvements, public dedications, security, and other requirements necessary to accommodate the development.

4. Recording the Plat

If the final plat is approved by the City Council, the subdivider shall record it with the county recorder within 180 days after the approval. If not filed within 180 days, approval of the final plat shall be considered void. The subdivider shall, immediately upon recording, give city staff a hard copy and electronic copy of the plat showing evidence of recording. No building permits shall be issued until the city has received evidence that the plat has been recorded.

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



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

SUBDIVISION SKETCH PLAN APPLICATION

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

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

Engineer: _____
Address: _____
Phone # _____
Email Address: _____

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

PID#: _____

Detailed Reason for Request: _____

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: _____

SUBDIVISION SKETCH PLAN REVIEW REQUIREMENTS¹

This handout is intended to provide guidance on putting together and submitting a Sketch Plan for a proposed subdivision of a proposed tract of land which is to be divided into 3 or more parcels. Sketch plan review is required for a Minor Subdivision or Major Subdivision. The purpose of the Sketch Plan review is to ensure that all applicants are informed of the procedural requirements and minimum standards and the requirements or limitations imposed by other city ordinances or plans, prior to the development of a preliminary plat. The subdivider shall prepare a Sketch Plan which explains or illustrates the proposed subdivision or purpose as stated in LEC 103.00.080.

Sketch Plan Review: The sketch plan shall be reviewed by City Staff. City staff also may require that it also be reviewed by the Planning Commission and the City Council. City staff's determination of whether the sketch plan needs to be reviewed by the Planning Commission and the City Council will be made on a case-by case basis. City staff will make this review determination based on the uniqueness and existing features of the site of the proposed subdivision and/or the complexity or design features of the proposed subdivision. The City staff also may refer the sketch plan to the Parks Commission to secure its recommendation as to the location of any property that should be dedicated to the public, such as parks, playgrounds, trails, open space or other public property. The City shall accept the information received, but take no formal or informal action which could be construed as approval or denial of the proposed plat.

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

Submission Requirements: The Owner shall prepare and submit a Sketch Plan, as well as any necessary supplemental information (if needed). The plan shall contain the information set forth below:

Sub: Req:

General Provisions (pre-application)

- ☐ ☐ Locations of boundary lines in relation to a known section, quarter section, or quarter section line comprising a legal description of the property.

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

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

- ☐ ☐ Names and addresses of all persons having property interest, the developer, the designer, and surveyor together with the interested person's registration number.
- ☐ ☐ Graphic scale of not less than 1 inch to 100 feet.
- ☐ ☐ Data and north point.

Sub: Req:

Existing Conditions

- ☐ ☐ Boundary line of proposed subdivision, clearly indicated.
- ☐ ☐ 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)..
- ☐ ☐ Existing zoning classification for land within and abutting the subdivision.
- ☐ ☐ A statement on the acreage and dimensions of the lots.
- ☐ ☐ Location widths and names of existing or previously platted streets or other public ways, showing type, width, and conditions of improvements, if any, railroad and utility rights-of-way, parks and other open spaces, permanent buildings and structures, easements in section and corporate lines within the tract and to a distance of 300 feet beyond the tract.
- ☐ ☐ Location and size of existing sewers, water mains, culverts, or other underground utilities within the tract and to a distance of 350 feet beyond the tract, the data as grades, invert elevations, and locations of catch basins, and manholes shall also be shown.
- ☐ ☐ Boundary lines of adjoining unsubdivided or subdivided land, within 350 feet, identified by name and ownership, including all contiguous land owned or controlled by the subdivider.
- ☐ ☐ Topographic data, including contours at vertical intervals of not more than 5 feet; water courses, marshes, rock outcrops, power transmission poles and lines and other significant features shall also be shown; N.G.V.D shall include a soil borings analysis and a percolation test to verify conclusions.

Sub: Req:

Proposed Design Features

- ☐ ☐ Layout of proposed streets showing right-of-way widths, center line grade, typical cross-sections and proposed names of streets in conformance with all applicable city ordinances and policies; the name of any street used in the city or its environs shall not be used unless the proposed street is the logical extension of

an already named street, in which event the same name shall be used. The names and number shall comply with the County Uniform Street Numbering System.

- ☐ ☐ Areas other than streets, pedestrian ways, utility easement, intended to be dedicated or reserved for public use, including the size of the areas in acres.
- ☐ ☐ Provision for surface water disposal, drainage, and flood control within the boundaries of the proposed property division consistent with §150.273 of City code, storm water management and erosion and sediment control.

Sub: Req:

Supplementary Information

- ☐ ☐ The supplementary information as shall reasonably be deemed necessary by the City.
- ☐ ☐ Statement of proposed use of lots stating type of residential buildings with number of proposed dwellings and type of business or industry, so as to review the effect of the development on traffic, fire hazards, and congestion of population.
- ☐ ☐ If zoning changes are contemplated, the proposed zoning plan for the areas, including dimensions, shall be shown. The proposed zoning plans shall be for information only and not vest any rights in the application for use other than residential.
- ☐ ☐ Where the subdivider owns property adjacent to that which is being proposed for division, the City may require that the subdivider submit a Sketch Plan or ghost plat of the remainder of the property so as to show the possible relationship between the proposed division and a future subdivision. All subdivisions shall be reasonably consistent with the existing or potential adjacent subdivisions.
- ☐ ☐ Where structures are to be placed on large or excessively deep lots, which are subject to replat, the development subdivision plans shall indicate placement of structures so that lots may be further subdivided, in addition to a Sketch Plan that illustrates a way in which the lots can possibly be resubdivided.



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-Applicaion, Preliminary, Final)	Minor Subdivision
Vacation	EAW Review
Conditional Use Permit	Zoning Text or Map Amendment
Interim Use Permit	Wind Generator
Comprehensive Plan Amendment	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.