



Conditional Use Permit Summary of Procedures

1. Contact City Staff

- a. Contact city staff to discuss your proposed conditional use.
- b. Conditional Use is defined as "- a land use or development, as defined by ordinance, that would not be appropriate generally but may be allowed with appropriate restrictions as provided by official controls only upon a finding that all of the following provisions are met" (LEC 105.12.290).
- c. See the following page for the conditions that must be met.

2. Completing an Application

- a. Applications can be found at city hall or online at lakeelmo.org
- b. Submit a complete application packet by the application deadline. Incomplete applications will not be reviewed.

3. Staff Review

- a. Once an application is found complete staff will review the applications by requesting comments from partnering agencies, scheduling meetings, writing reports, and advertising a public hearing.

4. Planning Commission Review

- a. Staff will present the staff report and staff recommendation.
- b. The applicant will present their proposal.
- c. The Planning Commission will conduct a public hearing.
- d. The Planning Commission will consider the findings and make a recommendation to city council.

5. Final Decision

- a. Staff will present the staff report and staff recommendation.
- b. The applicant will present their proposal.
- c. The city council shall make the final decision on a conditional use permit after a public hearing. The city council may approve, approve with conditions, or deny the application

6. Expiration

- a. The permit becomes void if the majority of construction is not completed within 12 months of permit approval or 6 months of inactivity.

7. Attaching Conditions

- a. In reviewing applications the planning commission and council may attached whatever reasonable conditions they deem necessary to mitigate anticipated negative impacts associated with the use.
- b. Potential Conditions:
 - i. Controlling the number, area, bulk, height, hours, and location of such uses to increase compatibility with surrounding uses.
 - ii. Regulating ingress and egress to the property for public safety, convenience, traffic flow, and control of the use.
 - iii. Regulating off-street parking and loading areas.
 - iv. Controlling the location, availability, and compatibility of utilities.
 - v. Buffering to protect nearby property.

The applicant must demonstrate through their application materials that the following required findings will be met per Lake Elmo City Code Section 105.12.290.

1. The proposed use will not be detrimental to or endanger the public health, safety, comfort, convenience, or general welfare of the neighborhood or the city.
2. The use or development conforms to the city comprehensive plan.
3. The use or development is compatible with the existing neighborhood.
4. The proposed use meets all specific development standards.
5. If the proposed use is in a floodplain management or shore land area, the proposed use meets all the standards.
6. The proposed use will be designed, constructed, operated, and maintained so it will not change the essential character of that area.
7. The proposed use will not be hazardous or create a nuisance to existing or future neighboring structures.
8. The proposed use will be served adequately by essential public facilities and services, including streets, police and fire protection, drainage structures, refuse disposal, water and sewer systems and schools or will be served adequately by such facilities and services provided by the persons or agencies responsible for the establishment of the proposed use.
9. The proposed use will not create excessive additional requirements at public cost for public facilities and services and will not be detrimental to the economic welfare of the community.
10. The proposed use will not involve uses, activities, processes, materials, equipment, and conditions of operation that will be detrimental to any persons, property or the general welfare because of excessive production of traffic, noise, smoke, fumes, glare, or odors.
11. Vehicular approaches to the property will not create traffic congestion or interfere with traffic on surrounding public thoroughfares.
12. The proposed use will not result in the destruction, loss, or damage of a natural or scenic features of major importance.

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



651-747-3900
3880 Laverne Avenue North
Lake Elmo, MN 55042

CONDITIONAL USE PERMIT APPLICATION

Property Owner: _____

Address: _____

Phone # _____

Email Address: _____

Fee Owner: _____

Address: _____

Phone # _____

Email Address: _____

Property Address: _____

PID#: _____

Engineer Name and Email: _____

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 property owner: _____ Date: _____



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.

CONDITIONAL USE PROCEDURE¹ FOR THE CITY OF LAKE ELMO

The Lake Elmo City Code was established to protect current and future residents from the negative impacts of improper development and to ensure a positive future for the city. A conditional use permit is the mechanism that allows the city to examine proposed uses to ensure they are compatible with the proposed site and surrounding properties. As outlined in LEC 105.12.290. It is important to understand that a proposed use may be acceptable in some locations but unacceptable in others.

The Planning Commission will review the request at one of their meetings (held on the 2nd and 4th Monday of every month³) and forward a recommendation onto City Council (1st and 3rd Tuesday of every month³). Applicants are advised to attend both the Commission meeting and the Council meeting and be open to questions that might be posed regarding the request.

Note: State mandated requirements for public hearing notifications do not allow the City to accelerate the review process

At a minimum, the following materials must be submitted to the City before the City deems an application complete:

Sub: Req:

Item:

- 1. A completed land use application form** signed by **all** property owners along with payment of the proper filing fee.
- 2. Written statements** providing information regarding your proposal. Please provide a separate answer for each of the lettered items listed below. Answers must be submitted in both hard copy and electronic form.
 - a. A listing of contact information including name(s), address(es) and phone number(s) of: the owner of record, authorized agents or representatives, engineer, surveyor, and any other relevant associates;
 - 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);
 - c. A narrative regarding the history of the property (current and past uses) and any pre-application discussions with staff.
 - d. A specific written description of the proposed use(s).
 - i. Incorporate information describing how the use will work on the proposed site including proposed site changes, existing open spaces, landscaping, traffic circulation, transition areas to adjacent properties, individual uses for existing and proposed structures, and effects on natural areas (wetlands, forests, etc.) both on-site and in the general vicinity of the project.
 - ii. Provide specific details about the use including the number of employees, hours of operation, maximum number of animals (if applicable), proposed development schedule, etc.
 - e. Provide justification that the proposed use meets the following findings:
 - i. The proposed use will not be detrimental to or endanger the public health, safety, comfort, convenience or general welfare of the neighborhood or City.
 - ii. The use or development conforms to the City of Lake Elmo Comprehensive Plan.
 - iii. The use or development is compatible with the existing neighborhood.

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 Minnesota State Statute 15.99 requires local governments to review an application within 15 business days of its submission to determine if an application is complete and/or if additional information is needed to adequately review the subject request.

³ Please note that meeting dates are subject to change due to holidays, lack of quorum, etc. Please contact City Hall to confirm all dates and times.

Sub: Req: Item:

☐

3. Verification of Ownership (a copy of a current title report, purchase agreement, etc.)

4. Address Labels: A certified list of property owners located within five hundred (500') feet of the subject property obtained from a certified by a licensed abstractor through Washington County (see attached form)

5. Three (3) copies of a certified survey or to-scale site plan depicting the lot upon which a conditional use permit is requested. The large number of copies is necessary given the number of people who receive the planning commission and city council packets. The survey/site plan shall be at a readable and measurable engineering scale, be composed of one or more sheets not smaller⁴ than 11x17, be pre-folded for distribution, and include the following information⁵

Location, Floor Area, and Building Envelope of Existing & Proposed Structures

Lot Lines

Parcel Size in Acres & Square Feet

Building Setbacks (Front/Rear/Side/Lake): closest point of building to each property line

Actual elevations for Garage Floor, Basement Floor, Foundation Top, & Building Height

Lowest Floor Elevation if any part of property is in flood plain

All Water Features: Floodplain, Floodway Delineations, Ordinary High Water Mark Elevations, Wetlands, Watercourses, Reservoirs, Ponds, & Other Bodies of Water

Existing topographic character of land showing contours at

2' intervals Proposed topographic character at **2' intervals**

Flow arrows indicating direction of drainage

General location of wooded or heavily vegetated areas

All Adjacent Structures Within 100 Feet of Property

All Easements (Road, Utility, Drainage, etc.)

Public Right-of-Way Name (street name)

Proposed driveway location and proposed driveway grades

Wells & Neighboring Wells if New Drainfield is Installed

Septic System & Drainfield, or Sanitary Sewer Connection

Percolation Test & Soil Boring Holes (if applicable)

Hardcover Calculations--% and square footage of:

⁴ If your survey must be larger than 11x17 to be fully legible and to scale, we ask that three (3) copies be in the large format, with the remainder reduced to 11x17.

⁵ Please consult with staff on exactly what to include on your survey. Every application is unique and may require more or less information than what is listed in this handout. Staff reserves the right to require additional information.

- Building coverage
- Driveway and parking
- Public street right-of-way
- Open space and/or landscaped area
- ☐ Proposed Treatment of the Perimeter, including Screens, Fences, Walls, & Landscaping
- ☐ Location of adjacent Municipal boundaries
- ☐ Top and toe of bluffs (if applicable)
- ☐ Location, dimensions, and number of off-street parking spaces (including guest, handicapped, bicycle, and motorcycle spaces)
- ☐ Location of existing and proposed pedestrian sidewalks. Identify possible vehicular conflicts and indicate the proposed treatment of such
- ☐ Administrative Information:
 - Scale & North Point
 - Signature of Surveyor
 - Date of Preparation
 - PID Number
 - Site Address
 - Legal Description
 - Subdivision Name (if applicable)
 - Zoning Classification
 - Parcel Size in Acres & Square Feet
- ☐ Other: _____

Sub: Req: Item:

- ☐ ☐ 6. **Landscape Plan:** Three copies of a Landscape Plan depicting the property in question. Each document shall be at a consistent, readable, and measurable engineering scale, be composed of sheet(s) not smaller⁶ than 11x17, and be pre-folded for distribution. Staff will assist you in determining what is required. The landscape plan will not be considered complete unless all required elements are included.
- ☐ Extent and location of all plant materials and landscape features. Please include a plant material schedule with common and botanical names, symbols, sizes, quantities, and total percentage of each species.
- ☐ Flower and shrub beds shall be clearly shown and drawn to scaled dimensions. Actual plant quantities must be shown with landscape edge and mulch material identified.

⁶ If your survey or sketch plan must be larger than 11x17 to be fully legible, we ask that that three (3) copies of the plan be in the large format, and an additional three (3) be reduced to 11x17.

-
- ☐ Existing trees must be accurately identified as to location, species, size, and condition; and labeled with intent to remove, protect, or transplant. Transplanted tree locations shall be identified.
 - ☐ Tree protection specifications as defined in Section 23 of Lake Elmo Code shall be included on all landscape plans in written and graphic form.
 - ☐ Proposed treatment of all ground surfaces must be clearly indicated (paving, turf, mulch grading, etc). Grass surfaces must be identified as sod or seed with the blend or mix specified.
 - ☐ Show specific horticultural notes and details insuring the quality, survival, and establishment of plant materials.
 - ☐ Proposed contours if making changes to existing grading.
 - ☐ Retaining walls that are used to provide breaks in slopes, protect trees, or accomplish other landscape objectives.
 - ☐ Any plans to restore, revegetate, or enhance an affected natural area or natural area buffer zone.
 - ☐ Mitigation plans for any proposed natural area disturbance.
 - ☐ Other requirements set forth by the City Engineer
- _____

Sub: Req: Item:

- ☐ ☐ 7. **Architectural Plans:** Three copies⁶ of architectural plans for all buildings sufficient to convey the basic architectural intent of the proposed improvements. The plans shall be pre-folded for distribution, and include the following information (please consult with staff to determine if any of these informational requirements can be waived):
 - ☐ Architectural elevations (to a verifiable scale) as they will appear after construction.
 - ☐ Maximum building height/elevation of all structures.
 - ☐ Indication of all typical building dimensions (including doors, windows, eaves, rooflines, pitch, et cetera) on all building elevations.
 - ☐ Specifications as to type, color, and texture of exterior surfaces of proposed structures (include color chips and exterior building materials list).

- ☐ A detailed lighting plan insuring that all lighting apparatuses are down shielded as to ensure such do not shine or create glare on abutting properties and surrounding areas (include a specification sheet for all wall fixtures and site plan fixtures).
- ☐ Photo metric plan(s) for the site.
- ☐ Location of utility meters, HVAC equipment, vaults, irrigation boxes, transformers, and other utility service functions (such as conduits, and vents). Show how this equipment will be screened so that the visual and acoustic impacts of these functions are fully contained and out of view of the adjacent properties and public streets.

Sub: Req: Item:

- ☐ ☐ **8. Utilities & Services Plan:** A plan set detailing the existing and proposed utility systems including sanitary sewers, storm sewers, water, electric, gas lines, telephone lines, fire hydrants, and trash collection areas.
- ☐ ☐ **9. Electronic file(s) of plan sets.** Staff can generally work with most file formats (we would prefer .jpg or .pdf files).
- ☐ ☐ **10. Any other information** required by city staff, commissioners, or council members necessary to provide a complete review of the conditional use request. Information deemed critical to the review process not listed in this handout may be requested⁷. Staff will list other requirements below:

The City may require (or the applicant may choose to submit) evidence that is beyond what is required in any section outlined in this handout. Please be advised that the City reserves the right to impose conditions on an approved conditional use if necessary to avoid a detrimental impact on surrounding properties or the City as a whole.

If you have any questions regarding these requirements, please call City Hall at (651) 747-3900. Thank You.

⁷ Number of copies, size, and other such administrative details may also be imposed when requiring additional information.



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

Applicant Name	Business (if applicable)
Mailing Address – City, State and Zip	Phone
Email	Fax (if applicable)
List of owner names and addresses for parcels located within _____ feet of:	
Parcel Identification Number(s):	
Property Owner (if different)	Physical Address (if different) – City and Zip if unassigned address
Date needed: _____ # sets of mailing labels _____ (no labels if emailed / faxed)	Delivery Method: _____ Pick up _____ Email** _____ Mail* _____ Fax**

Parcel Search Fees (to be completed by Survey Division – based upon results of search)

1st 25 parcels, including subject parcel (\$50.00) \$ _____
Non-Radius / Labor per hour after first (\$93.00) \$ _____
of additional parcels _____ x \$.50 \$ _____
Sheet(s) of labels (up to 30/sheet) _____ x \$1.00 \$ _____
Extra set(s) of labels (\$1.00 per page) \$ _____

*Postage Fee \$2.00 \$ _____
**Email / Fax (no printed labels) \$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.



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)	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 Application; (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