

ELKO NEW MARKET - PLANNING COMMISSION MEETING

PC Members: Steve Thompson , Brad Smith, Heather Vetter, Nicole Kruckman, Kent Hartzler, and Harry Anderson
City Staff: City Planner Bob Kirmis, Community Development Specialist Renee Christianson and City Engineer Rich Revering



AGENDA

THURSDAY, AUGUST 3, 2017 @ 7:00 PM
COUNCIL CHAMBERS – NEW MARKET AREA HALL
601 MAIN STREET, PO BOX 99, ELKO NEW MARKET, MN 55020

- 1. CALL TO ORDER**
- 2. PLEDGE OF ALLEGIANCE**
- 3. APPROVAL OF AGENDA**
Consider Approval of the Agenda
- 4. PUBLIC COMMENT** (public opportunity to comment on items not listed on the agenda)
- 5. ANNOUNCEMENTS**
- 6. APPROVAL OF MINUTES**
Consider Approval of the following:
 - A. June 1, 2017 Meeting Minutes
- 7. PUBLIC HEARINGS**
 - A. Request for Rezoning, Conditional Use Permit, Variance, Preliminary & Final Plat, New Market Bank Addition, Greystone Construction, applicant
 - B. Request for PUD Amendment, Boulder Pointe 6th Addition, RAV Holdings, applicant
 - C. Amendment to Section 12-9-5-1 of the City Code, Local Street Widths
- 8. GENERAL BUSINESS**
 - A. None
- 9. MISCELLANEOUS**
 - A. City Staff/Consultant Business Updates & Reports
 - B. Planning Commission Questions & Comments
- 10. ADJOURNMENT**

BOARD NOTICE:

TO DETERMINE IF A QUORUM WILL BE PRESENT, PLEASE CONTACT ELKO NEW MARKET AREA HALL AT 952-461-2777
IF YOU ARE UNABLE TO ATTEND

PUBLIC NOTICE:

ANYONE SPEAKING TO THE BOARD SHALL STATE THEIR NAME AND ADDRESS FOR THE RECORD



601 Main Street
Elko New Market, MN 55054
phone: 952-461-2777 fax: 952-461-2782

MEMORANDUM

TO: PLANNING COMMISSION
CC BRYCE HOTZLER, GREYSTONE CONSTRUCTION
KEVIN O'BRIEN, GREYSTONE CONSTRUCTION
FROM: RENEE CHRISTIANSON, COMMUNITY DEVELOPMENT SPECIALIST
REQUEST: REQUEST FOR REZONING #R5-2017 TO REZONE PROPERTY FROM PUD, PLANNED UNIT DEVELOPMENT, TO B1, NEIGHBORHOOD BUSINESS DISTRICT, AND
REQUEST FOR CONDITIONAL USE PERMIT #C1-2017 TO ALLOW AN ACCESSORY DRIVE-THROUGH LANE; AND
REQUEST FOR VARIANCE #V1-2017 FROM THE REQUIREMENT THAT BANKS PROVIDE FIVE DRIVE-THROUGH VEHICLE STACKING SPACES, TO ALLOW FOUR SPACES; AND
REQUEST FOR PRELIMINARY AND FINAL PLAT APPROVAL OF NEW MARKET BANK ADDITION, CONSISTING OF ONE LOT ON 3.81 ACRES.
DATE: AUGUST 3, 2016
PLANNING COMMISSION MEETING: AUGUST 3, 2017
CITY COUNCIL MEETING: AUGUST 24, 2017
60-DAY REVIEW DEADLINE: SEPTEMBER 11, 2017

Background / History

Greystone Construction has made application for the above mentioned approvals in connection with a proposed commercial development project. The requests are being made in connection with a project that would include construction of a multi-tenant commercial building, planned to be constructed in two phases. The first phase would consist of 9,600 square feet and five units, including drive-through facilities associated with a bank. The developer's current intention would be to begin construction in September of 2017, pending City approvals.

Neighborhood Conditions

To the south of the site is single family residential development. To the east of the site is an undeveloped commercial lot. To the west of the site is an existing commercial use (restaurant). To the north of the site is undeveloped land which had previously been approved for townhome development. The proposed development seems generally compatible with the surrounding land uses.

Legal Description

The property legal description is:

Greystone Construction Request for Rezoning, Conditional Use Permit, Variance, Preliminary & Final Plat Approval - New Market Bank Addition

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➤ Outlot B, Old Town

Comprehensive Land Use Plan

The city's comprehensive land use plan guides the property to a "Residential Mixed Use" land use designation. This land use designation allows commercial uses if they provide service to the neighborhood or creates a buffer between a residential area and a road or more intensive use.

The proposed use of the property meets the intent of the Comprehensive Plan.

Zoning / Rezoning

The property is currently zoned PUD. In 2006, the City approved PUD zoning on Outlot A, Old Town, for the development of 32 townhome units, and a commercial building on Outlot B (subject property), none of which were ever built. (Copies of the approved layout and PUD Agreement are shown at the end of this memo.) Redevelopment of the property to any other layout other than those approved by the original PUD in 2006 will require a rezoning of the property or an amendment to the approved PUD. The applicant is requesting that the property be rezoned to B1, Neighborhood Business District. Rezoning the property to B1 would automatically remove the conditions placed on the PUD zoning in 2006.

The purpose of the B1, Neighborhood Business District, is to provide for the establishment of local centers for convenient, limited office, retail or service outlets which deal directly with the customer for whom the goods or services are furnished. Examples of permitted uses, or uses that are guided to the B1 district include various office, retail and service uses.

Section 11-3-8(C) of the City Code requires evaluation of the below factors when considering zoning amendments. Staff has provided possible documentation supporting the rezoning request (shown in blue text below).

C. Criteria: The Planning Commission shall consider possible effects of the proposed amendment. Its judgement shall be based upon, but not limited to, the following factors:

- 1. The proposed action has been considered in relation to the specific policies and provisions of, and has been found to be consistent with, the official City Comprehensive Plan. Rezoning of the property to B1 is consistent with the City's Comprehensive Plan, which allows commercial uses within the Residential Mixed Use land use designation.*
- 2. The proposed use is or will be compatible with present and future land uses of the area. The proposed use of the property for neighborhood commercial purposes will be consistent with the use of the property to the west which is used for commercial purposes, and the property to the east, which is currently zoned B-1 / commercial.*
- 3. The proposed use conforms with all performance standards contained in this title. The proposed use complies with all performance standards of the B1 district, except that a variance is being requested to allow fewer vehicle stacking spaces for the proposed bank drive-through window than required by City Code.*
- 4. The proposed use can be accommodated with existing public services and will not overburden the City's service capacity. The City's existing infrastructure can accommodate the proposed use of the property.*
- 5. Traffic generation by the proposed use is within the capabilities of streets serving the property. The site boarder on a City local street, a City collector street, and a County minor arterial street, which can adequately handle the traffic from the site.*

If a rezoning of the property is granted, the property would be subject to the B1 zoning district requirements and not the requirements of the original PUD approved in 2006. Upon review of the 2006 PUD agreement, staff sees the biggest issue with rezoning the property as the elimination of the parking lot connection between the Firehouse Grille property and the subject property. This issue was noted/suggested to the developer who prefers not to have the parking lot connection. City staff reviewed the Firehouse Grille parking and has determined the property far exceeds the parking requirements for the existing restaurant building (+/- 39 required, 70 provided). If the City approves the rezoning to B1, the City has no basis for requiring the connection to the adjacent property at this time.

The developer has submitted a site development plan meeting City Code requirements for the B1 Zoning District, with the exception of the vehicle stacking requirement for the bank drive-through lanes, which is being processed as a separate variance application. Drive-through facilities are also listed as a conditional use in the B1 District, therefore requiring an approved conditional use permit.

Staff believes the criteria for rezoning property, as stated in Section 11-3-8(C) of the City Code has been satisfied, based upon the above noted criteria.

Lot Size Requirements

The property is currently 3.81 acres in size. Through the platting process, a portion of the property (.208 acres) will be dedicated as county road right-of-way and a portion of the property (.791 acres) will be dedicated to the City for stormwater pond purposes. The remaining platted lot will contain 2.81 acres. The minimum lot size in the B1 zoning district is 20,000 square feet.

The proposed lot meets the minimum lot size requirement for the B1 Zoning District.

Setbacks

The required setbacks in the B1 zoning district are 65' from minor arterial roadways (Co Rd 2), 65' from collector streets (Dakota Ave), 35' from local roadways (Old Town Rd), 20' from a side property line and 30' from a rear property line.

The proposed lot contains sufficient building area within the required setbacks. The concept site plan submitted by the developer shows a building that meets setback requirements.

Height Requirements

Structures shall not exceed 35' in height in the B1 district.

The concept site plan submitted by the developer shows a single-story building meeting the structure height requirements.

Drive-Through Windows

The developer is proposing a drive-through window on both the east end of the Phase 1 building which would serve the proposed bank unit, and another drive-through window on the west end of the Phase 2 building. Per Section 11-26A-4 of the City Code, accessory drive-through facilities are allowed by conditional use in the B1 zoning district, subject to the below requirements. Staff has provided possible documentation supporting the conditional use permit request (shown in blue text below).

- A. Not less than one hundred twenty feet (120') of segregated automobile stacking shall be provided for the single service lane. Where multiple service lanes are provided, the minimum automobile stacking may be reduced to sixty*

feet (60') per lane. The drive-through window proposed on the east end of the building exceeds the vehicle stacking requirement of 60' per lane and provides for approximately 80+' per lane. The drive-through window proposed on the west end of the building provides for 80' of stacking space.

- B. The stacking lane and its access shall be designed to control traffic in a manner to protect the buildings and will not interfere with on-site traffic circulation or access to the required parking space. The site has been designed to allow circulation options within the site and around the building; the proposed vehicle stacking locations will not interfere with access into or within the site.
- C. No part of the public street or boulevard may be used for stacking of automobiles. The site has been designed to allow for vehicle stacking within the site; no public street or right-of-way is used for drive-through lane vehicle stacking.
- D. The stacking lane, order board telecom, and window placement shall be designed and located in such a manner as to minimize glare to adjacent premises, particularly residential premises, and to maximize maneuverability of vehicles on the site. The vehicle stacking lanes and drive-up windows have been designed on the easterly and westerly sides of the building, in locations that do not face residentially zoned or utilize properties. On the westerly end of the building, there is sufficient change in grade to prevent vehicle headlight glare towards the residential properties to the south.
- E. The drive-through window and its stacking lanes shall be screened from view of adjoining residential zoning districts and public street rights of way. Landscape screening will be required on the east side of the easterly drive-through to screen it from public street rights-of-way. Landscape screening will be required on the west side of the westerly drive-through. Screening can be placed within the raised islands.
- F. A lighting and photometric plan will be required that illustrates the drive-through service lane lighting and shall comply with section 11-4-7 of this title. A lighting plan meeting the requirements of Section 11-4-7 of the City Code will be required prior to building permit approval.

Section 11-9-10 of the Code, which is more restrictive, requires that banks provide 5 spaces for each drive-through lane (equal to 100 lineal feet).

<u>Uses</u>	<u>Required Number Of Parking Spaces</u>
<i>Commercial:</i>	
<i>Bank</i>	<i>1 for each 300 square feet of floor area, plus 5 stacking spaces for each drive-up window</i>

The applicant is applying for a variance from Section 11-9-10 of the City Code. The current site plan shows two drive-through windows, and four stacking spaces are provided for each. The applicant, along with the proposed tenant, New Market Bank, have indicated that due to on-line banking, activity at bank branch offices has declined significantly. An article regarding bank branch transactions has been submitted for supporting documentation. The article indicates bank branch transactions have declined 45.3% since 1992. The reduction in activity at bank branch offices also equates to the number of clients utilizing the drive-through facilities.

In considering the granting of variance applications, the City Code states:

D. *Criteria: The board of adjustments and appeals shall not approve any variance request unless they find that failure to grant the variance will result in practical difficulties. The following criteria must also be met:*

1. *That the variance would be consistent with the comprehensive plan. The requested variance to allow a 20% reduction in bank drive-through stacking spaces is consistent with the purposes of the Comprehensive Plan.*
2. *That the variance would be in harmony with the general purpose and intent of this title. The requested variance to allow a 20% reduction in bank drive-through stacking spaces is in harmony with the purpose and intent of the Zoning Ordinance.*
3. *That the purpose of the variance is not based exclusively upon economic considerations. Granting the variance is not based on economic conditions, but based on the reduced need and activity at bank drive-through windows since the onset of on-line banking.*
4. *That the plight of the landowner is due to circumstances unique to the property not created by the landowner. Granting a variance is not due to circumstances unique to the property, but due to changes in the banking industry.*
5. *That the granting of the variance will not alter the essential character of the neighborhood in which the parcel of land is located. Reducing the required bank drive-through stacking spaces from five spaces to four spaces will not alter the character of the neighborhood or commercial development.*
6. *That the property owner proposes to use the property in a reasonable manner not permitted by this title. The proposed use of the property will be consistent with the purpose of the B1 zoning district, as banks are a permitted use within the district.*
7. *That the requested variance is the minimum action required to eliminate the practical difficulty. There is a practical difficulty in requiring vehicle stacking spaces that are not needed by the banking industry since the onset of on-line banking. The requested variance would provide the minimum vehicle stacking spaces needed to accommodate the anticipated bank needs.*
8. *That the proposed variance does not involve a use that is not allowed within the respective zoning district. The proposed variance does not involve a use that is not permitted within the respective zoning district. Banks are a permitted use in the B1 zoning district, and bank drive-through are allowed as a conditional use in the B1 zoning district.*

E. *Practical Difficulties Defined: "Practical difficulties", as used in connection with the granting of a variance, means that:*

1. *The property owner proposes to use the property in a reasonable manner not permitted by the zoning ordinance; and*
2. *The plight of the landowner is due to circumstances unique to the property not created by the landowner; and*
3. *The variance, if granted, will not alter the essential character of the locality.*

Economic considerations alone shall not constitute practical difficulties. Practical difficulties include, but are not limited to, inadequate access to direct sunlight for solar energy systems. (Ord. 97, 6-28-2012)

Staff's opinion is that the variance request is reasonable, meets the requirements for granting a variance as stated above, and that the rationale provided by the applicant is defensible. City zoning codes regarding bank vehicle stacking requirements have not been revisited since the onset of on-line banking. Staff recommends that the variance request to allow four vehicle stacking spaces rather than the required five spaces be approved for the above mentioned reasons.

Miscellaneous Design Requirements – Section 11-5-1

The following design requirements apply to the proposed site:

Greystone Construction Request for Rezoning, Conditional Use Permit, Variance, Preliminary & Final Plat Approval - New Market Bank Addition

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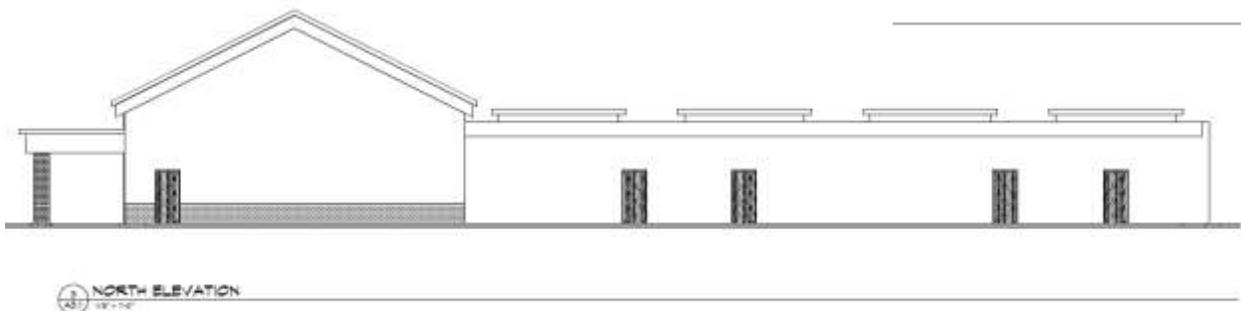
2. Architectural And Aesthetic Compatibility: Buildings in all zoning districts shall maintain a high standard of architectural and aesthetic compatibility with surrounding properties to ensure that they will not adversely impact the community's public health, safety and general welfare.

4. Exterior Building Finishes:

b. Commercial And Institutional Uses: Except as otherwise specified in B-2 districts, the primary exterior building facade finishes for commercial and institutional uses shall consist of materials comparable in grade to the following:

- (1) Brick.
- (2) Concrete composite board.
- (3) Stone (natural or artificial).
- (4) Cast in place concrete or precast concrete panels.
- (5) Integral colored split face (rock face) concrete block.
- (6) Wood, natural or composite, provided the surfaces are finished for exterior use or wood of proven exterior durability is used, such as cedar, redwood or cypress.
- (7) Glass curtain wall panels.
- (8) Stucco (natural or artificial)/EIFS (exterior insulated finish system).
- (9) Steel, aluminum or fiber cement siding.

The currently submitted concept plans depict a building that has a combination of brick, cultured stone and EIFS on the south and east sides. The north side of the building is EIFS with the exception of an area on the proposed New Market Bank unit which includes brick. The west side of the building is proposed to be EIFS; this is intended to be a temporary finish as there is a planned future addition to this west side of the building.





It is important to note that if the rezoning to B1 is approved, the building elevations currently submitted by the developer meet the design requirements of the City Code. Staff would encourage the applicant to provide a variation in building materials on the north building elevation, which faces Old Town Rd. Suggestions would include a variation in materials, textures, colors, awning, or variations in roof lines.

Parking –Chapter 9

Parking requirements can be found in Title 11-9 of the city code. Parking areas must have a concrete curb barrier and be setback 5’ from the property line (or entirely outside of easement areas). Parking stalls must be striped with white or yellow paint not less than 4” wide. Parking areas shall be surfaced with concrete, bituminous or pavers. Parking stalls shall be a minimum of 9’ x 18’ and drive aisles shall be a minimum of 24’ in width. **The dimensions of the parking lot drive aisles and parking stalls comply with city code.**

The number of parking spaces required is based on the proposed use of buildings. Based on the uses and building areas shown on the concept site plan, 36 parking spaces are required for phase 1, and 39 spaces are proposed. For phase 2, 45 spaces are required and 47 spaces are proposed. The number of parking spaces complies with City Code.

Staff has calculated the parking space requirements based on 1 space per 300 sq ft for the proposed bank, and 1 space per 250 sq ft for the multi-tenant building.

Landscaping – Chapter 10

A landscaping plan and planting schedule must be submitted for review at the time of building permit. Landscaping is not permitted within public rights-of-ways, and is highly discouraged within public drainage and utility easements as these areas are to be reserved for utilities.

In the B1 zoning district, at least 25% of the land area shall be sodded and landscaped with cover, shrubbery and trees. Plantings shall be guaranteed for twelve months. Additional information regarding landscaping requirements can be found in Title 11-10 of the city code. **A landscape plan will be**

submitted for review and compliance with City Code, which requires 25% of the land area be sodded or landscaped, at the time of building permit.

Lighting – Chapter 4

A lighting plan meeting the requirements of Section 11-4-7 of the city code must be submitted at the time of building permit. Exterior lighting shall not exceed .5 foot-candles at the property line when adjoining residential properties, and 1 foot-candle at the property line when adjoining a similar zone and land use. A lighting plan will be reviewed at the time of building permit.

Signage – Chapter 12

The concept site plan and building elevation depict a pylon sign proposed at the southeast corner of the site, and building signage on the individual commercial units. Pylon signs must be setback 10' from property lines, with a maximum size of 100 sq ft per side, and maximum height of 20'. Wall mounted signs shall not exceed 15% of the total wall area, with a maximum of 200 sq ft per street frontage. Sign details have not been submitted at this time. Individual sign permits will be required at the time of placement on the building or sign construction. Additional information regarding the sign regulations can be found in Title 11-12 of the city code.

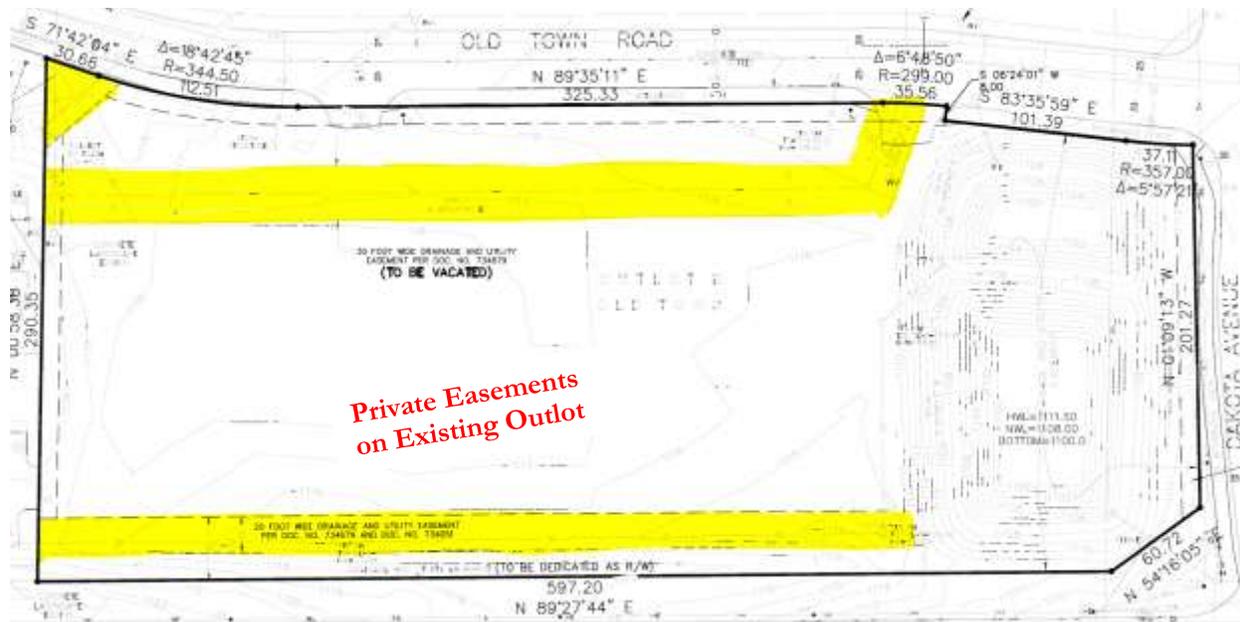
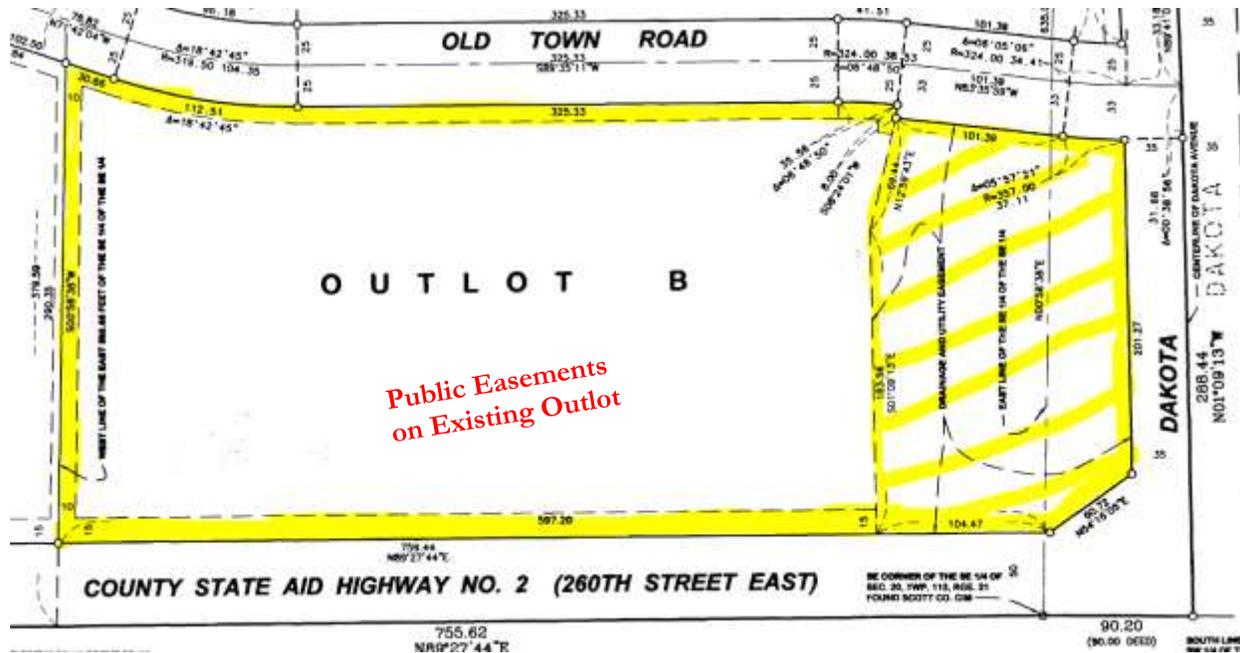
The pylon sign depicted on the site plan

It is important to note that if the rezoning to B1 is approved, signage must simply comply with Section 11-12 of the City Code, and is not approved by the Planning Commission or City Council. Staff's suggests that a ground mounted sign in lieu of a pylon sign be more appropriate for the subject location, as it is somewhat a continuance of the downtown area. This is not a requirement, however, as City Code does allow pylon signs in the B1 zoning district.

Easements

There are existing public drainage and utility easements along the perimeter of the currently platted outlot, and a public easement currently covers the existing ponding area. In addition to the public drainage and utility easements, there are also private easements granted in favor of the property to the west (Firehouse Grille). See drawings below.

The Subdivision Ordinance requires that, upon replatting of the property, 10' wide perimeter easements and 5' wide interior easements must be maintained/dedicated. The City will be acquiring the ponding area in fee (proposed Outlot A). The final plat drawing depicts the required public drainage and utility easement.



Sanitary Sewer

There is one existing sanitary sewer stub into the property. The developer will extend this line into the site and connect to the building on the easterly side.

Water

There is one existing water stub into the property. The developer will extend this line into the site and connect to the building on the easterly side. There are two existing fire hydrants on the north side of

Old Town Road and one existing fire hydrant on the westerly side of the site, all of which will serve as required fire protection to the proposed building(s).

Stormwater

There is an existing stormwater pond on the east side of the site which is proposed to be dedicated to the City as Outlot A. The pond was designed to handle drainage from this site, the Firehouse Grille property, and one property on the north side of Old Town Road. The pond design is considered grandfathered provided that the development plans for these parcels is consistent with the original 2006 development plans. The Firehouse Grille property drains through the subject property via a private stormsewer line that lies within a private easement.

Access / Roads / Transportation Issues

The development borders a number of existing roads. Roads and functional classification of the roads are as follows:

Old Town Road, Local Roadway. The purpose of a local roadway is to facilitate the collection of traffic and convey it to collector and arterial roadways, and to provide direct property access. There are two existing curb cuts into the property from Old Town Road. The existing curb cuts are wider (35' & 40') than allowed under the current City Code (24'). However, the curb cuts pre-date the current City Code and were considered acceptable in 2006 when the original development was approved. Staff feels that the wider curb cut is reasonable in a commercial zoning district and it would be unreasonable to require compliance with the current code because the curb cuts exist today. The most easterly curb cut is shown at approximately 130' from Dakota Avenue. This is considered acceptable in terms of providing acceptable stacking from the intersection.

County Road 2, A Minor Arterial Roadway. The purpose of a minor arterial roadway is to link urban areas to principal arterials (such as I35) and larger towns. The emphasis of these roadways is mobility as opposed to access. Traffic volumes on this section of Co Rd 2 are approximately 6,400 vehicles per day. This roadway is under the jurisdiction of Scott County. Comments regarding the application were provided by Scott County on 7/24/17 as follows:

- The County recommends bike and pedestrian accommodations along County roads be constructed with development in the urban/urbanizing areas. Currently there is no trail or sidewalk along CH2 in this area and pedestrians and bicyclists would utilize this trail along CH 2 to access to CH2 facing businesses. The County does not support the variance request #2 from constructing a trail
- As an option to constructing the entire trail along CH 2 at this time, the County would support the construction of CH 2 trail along the entire length of Phase 1, provided the developer's agreement requires the completion of the trail across the Phase 2 section when constructed.
- Any work within the County right-of-way shall require a County permit.

Dakota Avenue, Major City Collector Roadway. The purpose of a major collector is typically to link neighborhoods together within a city or link neighborhoods to business concentrations. Access to collector roadways should be made via local streets and private access should be avoided. The typical right-of-way width on a major collector street is 100'. The existing right-of-way on Dakota Avenue appears to be approximately 70'. Proposed Outlot A will be dedicated to the City during the platting process; the City will have flexibility if additional right-of-way is needed for Dakota Avenue.

Traffic volumes on Dakota Avenue are unknown. No direct access to Dakota Avenue is proposed as part of the development.

Staff has no transportation related concerns about the project.

Trails

A bituminous trail running north/south currently exists on the west side of Dakota Avenue. A bituminous sidewalk currently exists on the south side of Old Town Rd.

The City's transportation plan recommends that sidewalks or trails be constructed adjacent to all minor collectors, major collectors, and minor arterial roadways. Scott County's Park & Trail Plan, and the City's Park & Trail Plan both depict a trail/sidewalk along the north side of Co Rd 2 adjacent to this property. Based on the policy documents recommending / guiding a trail in this location, a trail should be required adjacent to Co Rd 2 as part of the plat.

The City's Park's Commission reviewed a previous commercial development planned for this property in 2016 and recommended that a trail be constructed concurrent with proposed commercial development. City staff, the City's Parks Commission and Scott County are recommending a trail be constructed along the north side of Co Rd 2 concurrent with the development. The trail can be constructed within the Co Rd 2 right-of-way, subject to Scott County permit.

It is staff's recommendation that the developer be asked to construct the trail along Co Rd 2 at the developer's cost, as a condition of plat approval. Staff supports construction of the trail in phases, as each phase of the building is constructed.

It is noted that the developer is requesting a deviation from the recommendation that the developer pay for the construction of the trail along Co Rd 2, citing that an existing trail/sidewalk is already in place along the north side of the site traveling east to west, along Old Town Road. The developer has provided an estimated cost of \$22,500 to construct a 10' bituminous trail from Dakota Avenue to the westerly side of the property. The developer also notes that a portion of the trail is adjacent to property that will be dedicated to the City for ponding purposes; this comprises approximately 25% of the lineal footage adjacent to the trail.

Policy documents of both the City of Elko New Market and Scott County lay out a vision for a trail in this location. The time for implementation of these visions is during the platting process. Allowing the deviation would set precedence for all properties developing along Co Rd 2. Staff recommends that the developer's request be denied.

Parks Commission Comments

The City's Subdivision Ordinance requires 10% of the land be dedicated for park purposes, at the discretion of the City. If no land dedication is required the park fee is \$2,800 per acre for commercial land. The Parks Commission has reviewed commercial developments for this property and has recommended to the City Council that cash in lieu of land be required. The reason for their recommendation is that there is no future public park identified in the City's 2030 Park & Trail Plan. The Parks Commission has also recommended that a sidewalk or trail be constructed along the north side of Co Rd 2 at the time of development, consistent with the City's adopted trail plan. The park dedication fee should be calculated on the gross acreage totaling 3.81 acres. It may be reasonable for the developer to request a reduction in the acreage calculation for the pond area, based on the fact that the Greystone Construction Request for Rezoning, Conditional Use Permit, Variance, Preliminary & Final Plat Approval - New Market Bank Addition

pond also serves drainage from other properties. The park dedication fee and associated dollar amount will be outlined in the Developer's Agreement which will be drafted by the City Attorney.

City Engineer Comments

The City Engineer has reviewed the plans and finds them acceptable, subject to comments contained in a review memo dated July 27, 2017. Plat approval should be conditioned on the approval of the City Engineer and subject to conditions contained in July 27, 2017 review memo.

Public Works Director Comments

The Public Works Director has reviewed the proposed plans and finds them acceptable.

Fire Chief Comments

The Fire Chief has received a copy of the proposed plans and has not provided comment.

Police Chief Comments

The Police Chief has reviewed the proposed plans and recommends that an emergency/rapid access system be required as part of the building permit.

Building Official Comments

The Building Official has reviewed the proposed plans and finds them acceptable. A review of fire hydrant locations has been completed and found to be acceptable under the building code. Full architectural plans will be required as part of the building permit application.

Scott County Highway Department Comments

The full application submittal was sent to Scott County for review and comment. The following comments were received from Craig Jensen, Transportation Planner for Scott County on July 24, 2017:

- The County recommends bike and pedestrian accommodations along County roads be constructed with development in the urban/urbanizing areas. Currently there is no trail or sidewalk along CH2 in this area and pedestrians and bicyclists would utilize this trail along CH 2 to access to CH2 facing businesses. The County does not support the variance request #2 from constructing a trail
- As an option to constructing the entire trail along CH 2 at this time, the County would support the construction of CH 2 trail along the entire length of Phase 1, provided the developer's agreement requires the completion of the trail across the Phase 2 section when constructed.
- Any work within the County right-of-way shall require a County permit.

Miscellaneous

The developer is proposing to develop the property in two phases. Timing of the second phase and the exact layout are unknown at this time. The exact layout and dimensions will be dependent upon the future tenant's needs. The applicant is applying for approval for the second drive-through facility on the west end of the building as a precautionary measure; there is no guarantee that a future tenant will require the drive-through. A Phase 2 site design has been shown and meets current B1 zoning requirements. The Planning Commission is being asked to approve the entire site design to accommodate building permits for both the Phase 1 and Phase 2 development at this time.

It is noted that by approving the rezoning to B1, the current requirement for the parking lot connection to the Firehouse Grille property would no longer apply.

It is noted that there is an existing private stormsewer line on the subject property that is not covered by a drainage and utility easement. City staff sees this as a private / civil issue between the two landowners but makes note of the issue.

Staff Recommendation:

Staff recommends approval of the request for Rezoning #R5-2017 to rezone the property from Planned Unit Development (PUD) to Neighborhood Business District (B1) for the following reasons:

1. Rezoning of the property to B1 is consistent with the City's Comprehensive Plan, which allows commercial uses within the Residential Mixed Use land use designation.
2. The proposed use of the property for neighborhood commercial purposes will be consistent with the use of the property to the west which is used for commercial purposes, and the property to the east, which is currently zoned B-1.
3. The proposed use complies with all performance standards of the B1 district, except that a variance is being requested to allow fewer vehicle stacking spaces for the proposed bank drive-through window than required by City Code.
4. The City's existing infrastructure can accommodate the proposed commercial use of the property.
5. The site boarder on a City local street, a City collector street, and a County minor arterial street, which can adequately handle the commercial traffic from the site.
6. The proposed B1 zoning allows similar use of the property as the current PUD zoning.
- 7.

And noting that:

1. The conditions contained in Old Town Firehouse Planned Unit Development Agreement, recorded in the Office of the Scott County Recorder as Document #733670, are released upon rezoning of the property to B1 and no longer apply.

Staff recommends approval of the request for Conditional Use Permit #C1-2017 to allow accessory drive-through lanes, for the following reasons:

1. The drive-through lane proposed on the west end of the building has been designed to meet City Code requirements, including the amount of required vehicle stacking space. The bank drive-through window proposed on the east end of the building has been designed to meet City Code requirements, with the exception of the required number of vehicle stacking spaces for banks. The Code requires five spaces for each window; four spaces have been provided. A variance has been approved due to a change in the banking industry since the advent of on-line banking.
2. The site has been designed to allow circulation options within the site and around the building; the proposed drive-through locations will not interfere with access into or within the site.
3. The accessory drive-through facilities have been designed in a manner that will prevent vehicle stacking into public streets or rights of way.
4. The vehicle stacking lanes and drive-up windows have been designed on the easterly and westerly sides of the building, in locations that do not face residentially zoned or utilize

properties. On the westerly end of the building, there is sufficient change in grade/elevation to prevent vehicle headlight glare towards the residential properties to the south.

And with the following conditions:

1. The drive-through lanes are permitted as shown on the
2. Landscape screening will be required on the east side of the easterly drive-through to screen it from public street rights-of-way. Landscape screening will be required on the west side of the westerly drive-through. Screening can be placed within the raised islands.
3. A lighting plan meeting the requirements of Section 11-4-7 of the City Code will be required prior to building permit approval.
4. An emergency /rapid access system will be required on the proposed commercial building at the time of construction.

And noting that:

1. The proposed development has been reviewed the Public Works Director, the Police Chief and the Building Official.

Staff recommends approval of the request for Variance #V1-2017 from the requirement that banks provide five drive-through vehicle stacking spaces, and allow four spaces, for the following reasons:

1. Granting the variance is not based on economic conditions, but based on the reduced need and activity at bank branch offices and drive-through windows since the onset of on-line banking.
2. There is a practical difficulty in requiring vehicle stacking spaces that are not needed by the banking industry since the onset of on-line banking. The requested variance would provide the minimum vehicle stacking spaces needed to accommodate the anticipated bank needs.
3. Reducing the required bank drive-through stacking spaces from five spaces to four spaces will not alter the character of the neighborhood or commercial development.
4. The proposed bank use is consistent with the purpose of the B1 zoning district, as banks are a permitted use within the district.

Staff recommends approval of the request for Preliminary and Final Plat Approval of New Market Bank Addition, consisting of one lot and one outlot on 3.81 acres for the following reasons:

1. The proposed plat complies with requirements of City Code Title 12, Subdivision Regulations.
2. The proposed plat complies with the requirements of the B1 Zoning District in which it lies.

And with the following conditions:

1. Preliminary plat approval is granted in accordance with the preliminary plat drawing dated 7/27/17 and the preliminary engineering information dated 7/27/17.
2. Final plat approval is granted in accordance with final plat drawing dated 7/26/17 and on file with the Elko New Market Planning Department.
3. A title opinion must be reviewed and approved by the City Attorney.
4. Final plat approval is subject to recommendations of the City Attorney

Greystone Construction Request for Rezoning, Conditional Use Permit, Variance, Preliminary & Final Plat Approval - New Market Bank Addition

Page 14 of 19

August 3, 2017

5. Greystone Construction must enter into a Developer's Agreement with the City of Elko New Market.
6. A park dedication fee in lieu of land dedication is being required.
7. Direct access will not be allowed to Scott County Highway 2.
8. A trail shall be constructed along Co Rd 2, and can be constructed in two phases.
9. Outlot A, containing the stormwater pond, must be dedicated to the City of Elko New Market.
10. The developer must comply with the recommendations of the City Engineer and Public Works Director.

And noting that:

1. The conditions contained in Old Town Firehouse Planned Unit Development Agreement, recorded in the Office of the Scott County Recorder as Document #733670, are released upon rezoning of the property to B1 and no longer apply.
2. The conditions contained in Old Town Firehouse Planned Unit Development Agreement, recorded in the Office of the Scott County Recorder as Document #733670, are released upon rezoning of the property to B1 and no longer apply.

Attachments:

Approved PUD layouts for Dakota Acres & Old Town developments

Old Town Firehouse Planned Unit Development Agreement, document #733670

Application letter from Greystone Construction

Civil plan sheets C1-C6 dated 7.27.17 (includes preliminary and final plat drawing)

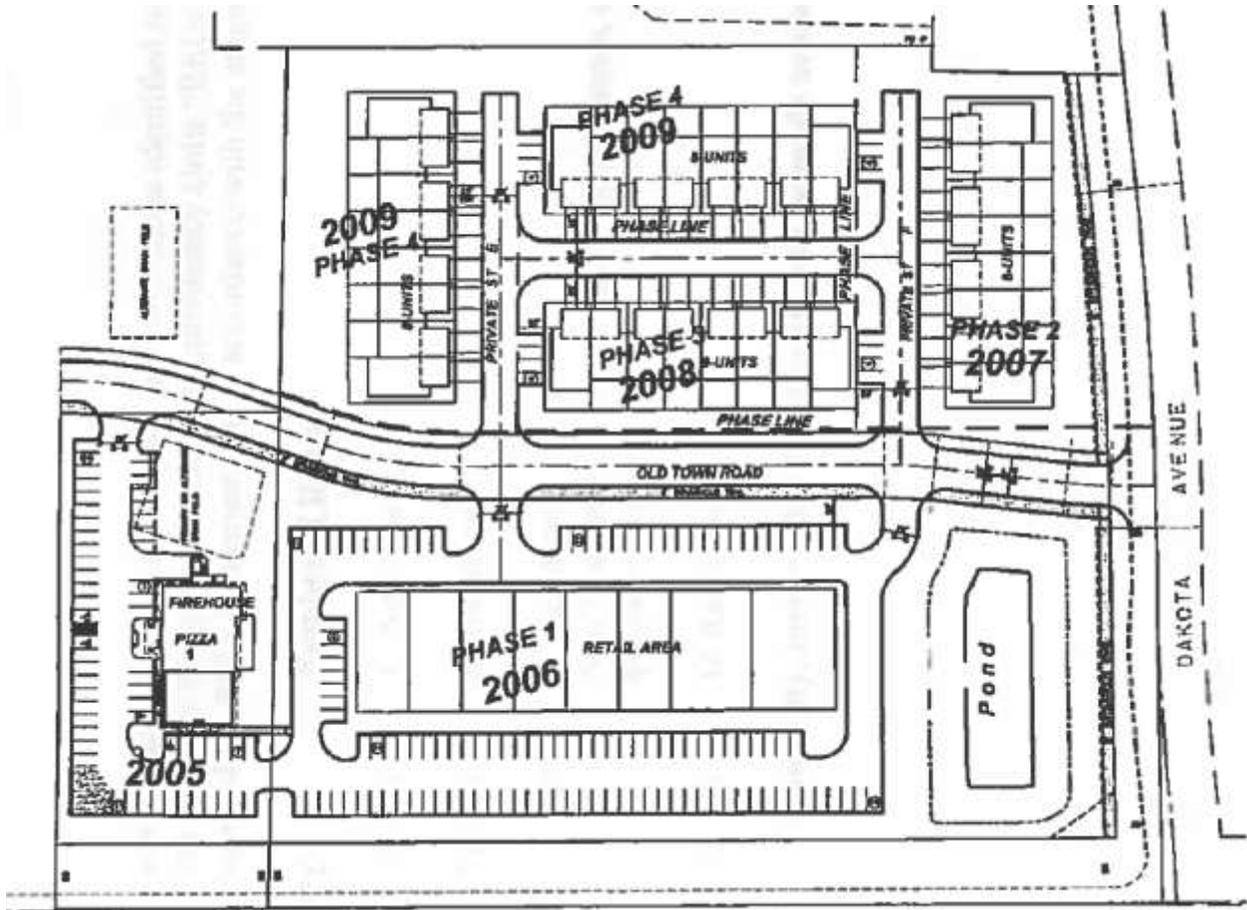
Architectural plan sheet A3.1 (undated)

Building rendition

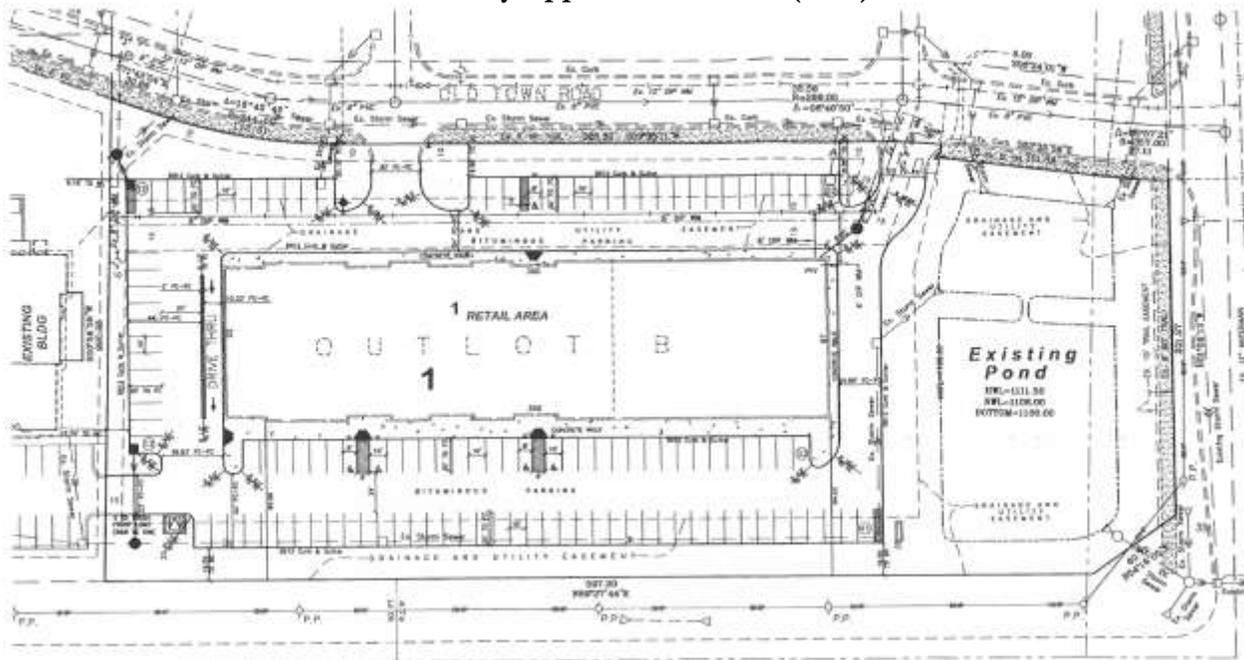
The Financial Brand article dated May 28, 2013 / Branch Transactions Drop by Half in 20 Years

Scott County comment letter dated July 24, 2017

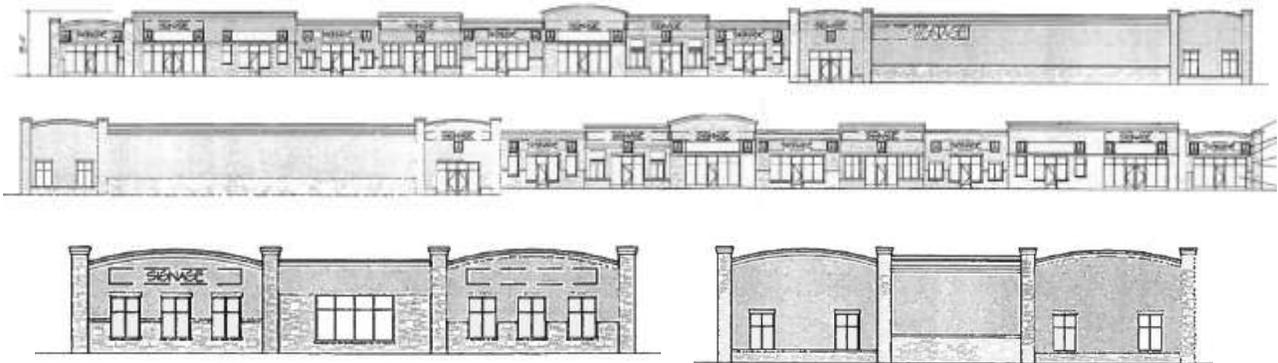
PUD /Layout approved for Old Town in 2006



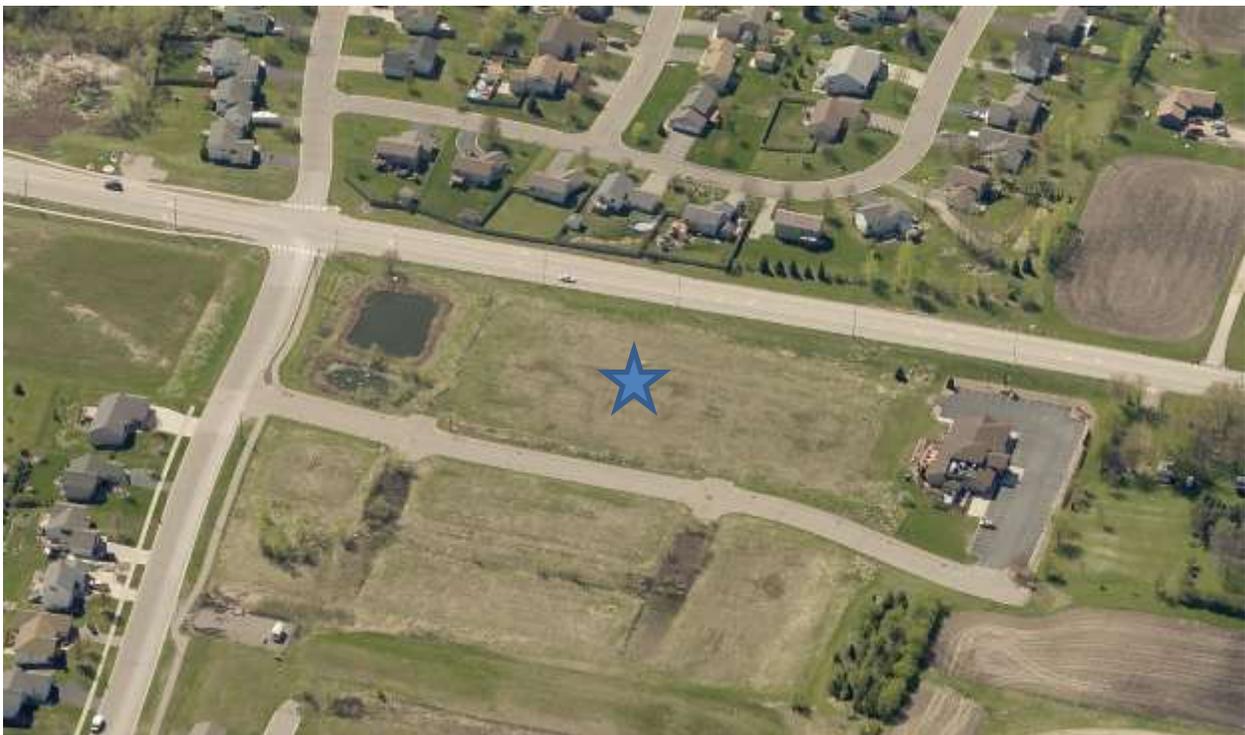
Previously Approved Site Plan (2006)



Previously Approved Building Elevations (2006)







Doc. No. A 733670

OFFICE OF THE COUNTY RECORDER
SCOTT COUNTY, MINNESOTA

Certified Filed and/or Recorded on

03-24-2006 at 12:00 Receipt: 541459

Pat Boeckman, County Recorder 01

Fee: \$ 46.00



XCampbell Knutson

OLD TOWN FIREHOUSE PLANNED UNIT DEVELOPMENT AGREEMENT

ROBERT S. HANNA and MARY SUE HANNA, husband and wife ("Hanna"), and **JP LAND COMPANY, INC.**, a Minnesota corporation ("JP Land") (hereinafter collectively referred to as the "Developer"), and the **CITY OF NEW MARKET**, a Minnesota municipal corporation ("City"), hereby enter into this Planned Unit Development Agreement.

RECITALS

- A.** Hanna is the fee owner of property situated in the County of Scott, State of Minnesota, and legally described on the attached Exhibit "A" ("Hanna Property"). Developer is requesting approval for commercial uses and desires to construct a freestanding restaurant containing approximately 5,600 square feet.
- B.** JP Land is the fee owner of property situated in the County of Scott, State of Minnesota, and legally described on the attached Exhibit "A" ("JP Land Property"). Developer is requesting approval for commercial uses on the southern portion of the JP Land Property and desires to construct a retail strip center containing 33,690 square feet with potential expansion of an additional 4,050 square feet ("JP Land Commercial Property"). Developer is requesting approval for residential uses on the northern portion of the JP Land Property and proposes approximately 32 townhome units.
- C.** The Hanna Property and JP Land Property are collectively referred to herein as the "Subject Property," "PUD Property" or "Development."
- D.** Until the Metropolitan Council interceptor is available to the City as proposed in 2010 ("Interceptor"), the City has limited wastewater treatment capacity available for new developments within the City. Therefore, the City will approve only small developments for the capacity available at the time of development or larger developments provided that the development is approved under a planned unit development agreement that requires that development to be done in smaller phases or stages.
- E.** Developer is requesting approval for a larger development under a planned unit development agreement and has proposed staging for the Development Property.

NOW, THEREFORE, the parties agree as follows:

1. REQUEST FOR PLANNED UNIT DEVELOPMENT APPROVAL. The Developer has asked the city to approve a Planned Unit Development for the property legally described on the attached Exhibit "A" (referred to in this Agreement as the "Old Town Firehouse PUD" or "PUD").

2. CONDITIONS OF APPROVAL. The City hereby grants approval for the Planned Unit Development (plans identified in paragraph 3 of this Agreement), subject to compliance with the terms of this Agreement. The City approves the Planned Unit Development provided that the Planned Unit Development is consistent with the conditions herein and all other City requirements which are in effect, subject to the provisions of paragraph 4 of this Agreement.

3. PLAN APPROVAL. The City hereby approves the following plans which are on file with the City. Except for the PUD Site Plan and the PUD Staging Plan which are attached hereto as Exhibits B and C respectively, the plans shall not be attached to this PUD Agreement. If, however, the plans vary from the written terms of this Agreement, the written terms shall control. The plans are:

PUD Site Plan, prepared by Probe Engineering, dated August 22, 2005
Preliminary Site Plan
Preliminary Plat
Preliminary Utility Plan
Preliminary Grading Plan
Preliminary Detail Plan
Preliminary Landscape Plan
Staging Plan

4. Effect of Planned Unit Development Approval.

A. Except as otherwise provided herein, for five (5) years from the date of this Agreement, no amendments to the City's Comprehensive Plan, or official controls shall apply to or affect the use, development, density, lot size, lot layout, or dedications of the Development unless required by state or federal law or agreed to in writing by the City and the Development. Thereafter, notwithstanding anything in this Agreement to the contrary, to the full extent permitted by state law, the City may require compliance with any amendments to the City's Comprehensive Plan, or official controls, platting or dedication requirements enacted after the date of this Agreement.

B. No final plat shall be approved for Property within the PUD, except in accordance with the staging plan approved herein as Exhibit C and following notice by the City that capacity is available for the property to be final platted within the designated phase for expansion of the Wastewater Treatment Facility. Developer understands that future expansions of the Wastewater Treatment Facility are not guaranteed and are subject to review and approval by the MPCA and the time-line for installation and use of the Interceptor. Within 30 days' notice by the City that wastewater treatment facility capacity is available for property within the appropriate stage for development ("Notice of WWTF Capacity"), the Developer must notify the City in writing of its intent to plat the property. Within 60 days of the City's Notice of WWTF Capacity, the Developer must submit a complete final application for the appropriate stage of development. Within 180 days of the City's notice of WWTF Capacity, the Developer must obtain final plat approval, record the final plat and pay all fees required for platting. Developer's failure

to meet any of the foregoing timelines:

- i for property within the Hanna Property will result in voiding City commitments for sanitary sewer allocations under the PUD and preliminary plat for the specified phase and all future phases to be platted within the Hanna Property; and
- ii. for property within the JP Land Property will result in voiding City commitments for sanitary sewer allocations under the PUD and preliminary plat for the specified phase and all future phases to be platted within the JP Land Property.

Upon written request by the Developer, the City, in its sole discretion, may grant extensions to these timelines.

C. Developer acknowledges that preliminary plat approval for the Subject Property does not guarantee the right to final plat property within the approved preliminary plat, if sanitary sewer capacity is not available pursuant to the terms of this PUD Agreement.

5. Zoning. Notwithstanding Paragraph 3 and except as otherwise modified by this Agreement, the following requirements shall apply:

A. Hanna Property. The requirements and standards of the B-2, Neighborhood Business District, as may be amended from time to time, shall govern the PUD.

B. JP Land Residential Property. Except for dimensional aspects and deviations permitted under this PUD Agreement, the requirements and standards of the R-1, residential district as may be amended from time to time, shall govern the PUD.

C. JP Land Commercial Property. The requirements and standards of the B-2, Neighborhood Business District, as may be amended from time to time, shall govern the PUD.

6. Additional Approvals.

A. Before approval of a final plat for property within the PUD, the following additional approvals are required. This list is not inclusive and does not exempt the Developer from any other requirements imposed by statutes, rule, or ordinances. Required approvals include:

1. PUD requirements in the City's zoning ordinance;
2. Preliminary and final plat approvals and Development Contracts.
3. An Amendment to the PUD containing the following plans to be approved by the City, if not already approved under this Agreement:
 - a. Detailed site plans for commercial property
 - b. Lighting Plans
 - d. Architectural Plans
 - e. Grading/Utilities Plan
 - f. Erosion Control Plan

B. JP Land Residential Property. No final plat for the residential portion of the JP Land Property shall be approved until the designated expansion of the Elko-New Market Wastewater Treatment

Facility has been constructed and sewer capacity is available to serve the plat.

C. Hanna and JP Land Commercial Properties. No final plat for the Hanna and JP Land Commercial Property shall be approved until:

1. Scott County has approved an Individual Sewage Treatment System (“ISTS”) for commercial development on the properties.
2. All necessary easements for the ISTS systems, street, utilities, storm water ponding and treatment are obtained.
3. The City has approved an agreement for Sewer Availability Charges for the uses proposed on the properties.
4. City and Developers have entered into a development contract requiring connection to the City sanitary sewer immediately upon availability of sanitary sewer capacity for the commercial development and Developers of the commercial properties have provided letters of credit, cash escrow or other security acceptable to the City Administrator, for all costs and charges for extension of and connection to sanitary sewer and for removal of the ISTS systems located on the properties.

D. Developer acknowledges that construction of future phases of the PUD are not guaranteed and final plats will be denied in the event that a future phase of the Elko New Market Water Treatment Facility is not approved by the State of Minnesota, the MPCA, or other governmental entity.

E. Developer may receive approval to grade the Subject Property following preliminary plat approval and prior to final plat approval, provided Developer obtains a grading permit from the City, grading is consistent with the terms of this PUD Agreement, and Developer submits the necessary letter of credit, cash escrow or other security acceptable to the City Administrator, certificate of insurance and meets all other requirements of the grading permit.

7. Compliance with Laws and Regulations. The Developer represents to the City that the proposed Development complies with all applicable City, County, Metropolitan, State, and Federal laws and regulations, including but not limited to: Planned Unit Development Ordinance, Subdivision Ordinances, Zoning Ordinances, and Environmental Regulations. The Developer agrees to comply with such laws and regulations.

8. License. The Developer hereby grants the City, its agents, employees, and officers a license to enter the property to perform all necessary work or inspections deemed appropriate by the City.

9. Utility, Pond, and Drainage Easements. The Developer shall dedicate to the City at the time of final plat approval utility, drainage, and ponding easements located within the property, including access, as required to serve the site.

10. Public Improvements. The City shall be responsible for the design and installation of the following public improvements:

<u>Improvement</u>	<u>Estimated Completion Date</u>
New Market City Improvement Project 2005-02, Streets and Utilities (City Street A)	
• Sanitary sewer and watermain	12/10/05
• Bituminous wearcourse	7/1/06

11. City Street A Improvement Payment. As a condition of and prior to approval of a contract for construction of New Market City Improvement Project 2005-02 (City Street A) or a final plat for the Hanna property, Hanna and JP Land shall enter into assessment agreements for the payment of all of the City's project costs associated with City Street A Improvement, including administration, legal, engineering, etc. assessing these costs against the Hanna and JP Land properties. Hanna and JP Land shall post a letter of credit, cash escrow, or other security acceptable to the City Administrator, in the full amount of the assessments to guarantee payment of the assessments. The assessment for the JP Land Property may be deferred up to five years, but a pro-rata portion must be paid with the final plat for each phase of the JP Land Property development.

12. Special Provisions.

- A. The Planned Unit Development is subject to compliance with City Planner Dale Runkle's staff report dated July 28, 2005 and City Engineer, Steve Thatcher's staff reports dated July 28, 2005, and August 9, 2005, except as otherwise modified by City Council approval.
- B. If commercial property is platted prior to January 1, 2010, it will be subject to a park dedication fee in the amount of \$2,800.00/acre to be paid prior to execution of the final plat by the City. If commercial property is platted after December 31, 2009, it will pay the park dedication fee in effect at the time of final plat.
- C. In addition to City development fees and charges, final plats for property within the PUD may be subject to wastewater treatment fees charged by the Metropolitan Council.
- D. Following final plat approval for the commercial property within the JP Land Property, a building permit may be issued for a single commercial building in accordance with this PUD and the City's zoning and subdivision ordinances. Until capacity is available for all stages of the JP Land commercial property, a certificate of occupancy may be issued for only that portion of the commercial building designed for a use of no more than 5 wastewater residential equivalency units.
- E. Hanna Property. Developer must have the ISTS system inspected annually, no later than September 1st of each year, by a Licensed Site Evaluator/Compliance Inspector, and shall submit the inspection results to the City within 30 days of the inspection. Within 180 days of notice by the City of a non-compliant or failing ISTS, Developer shall take appropriate corrective action, up to and including installation of an alternate drain field.
- F. Irrigation must be provided with all required landscaping and approved as part of each landscape plan.

G. Developer shall grant the City an easement for an 8 foot wide bituminous trail on the west side of Dakota Avenue at the time of final plat. Developer shall construct all trails within the PUD.

H. The Hanna property proposed a 5,600 square foot free standing restaurant. No expansions of the building to be located on the property may be approved without an amendment of this PUD Agreement.

I. The City cannot guarantee a completion date for the public improvements. Developer acknowledges that the City is not obligated to the Developer or any third party in any way to complete the Public Improvements by a certain date. City will not be liable to Developer or any third party for any additional development costs or other claimed damages resulting from any delay in the completion of the Public Improvements.

J. The architectural elevations for the JP Land Commercial Property must be consistent with the architectural elevations for the Hanna Commercial Property.

13. Miscellaneous.

A. Breach of any material term of this Agreement by the Developer shall be grounds for denial of building permits.

B. If any portion, section, subsection, sentence, clause, paragraph or phase of this Planned Unit Development Agreement is for any reason held invalid as a result of a challenge brought by Hannah, their agents or assigns, or JP Land, its agents or assigns, the City may, at its option, declare the entire Agreement as it relates to the Hannah Property and JP Land Property null and void and approval of the Final Planned Unit Development shall thereby be revoked.

C. The action or inaction of any party shall not constitute a waiver of amendment to the provisions of this Agreement. To be binding, amendments or waivers shall be in writing, signed by the parties and approved by written resolution of the City Council. Any party's failure to promptly take legal action to enforce this Agreement after expiration of time in which the work is to be completed shall not be a waiver or release.

D. This Agreement shall run with the land and shall be recorded in the Dakota County Recorder's office.

E. This Agreement shall be liberally construed to protect the public's interest.

F. Due to the preliminary nature of many of the exhibits and plans and the timing of the overall development, addenda to this Agreement may be required to address concerns not specifically set forth herein.

G. This Agreement shall be binding upon the parties, their heirs, successors or assigns, as the case may be.

H. The Developer represents to the City that the Planned Unit Development is not of

“metropolitan significance” and that a state environmental impact statement is not required. However, if the City or another governmental entity or agency determines that a federal or state impact statement or any other review, permit, or approval is required, the Developer shall prepare or obtain it at its own expense. The Developer shall reimburse the City for all expenses, including staff time and reasonable attorney’s fees that the City incurs in assisting in preparation.

14. Responsibility for Costs.

A. The Developer shall hold the City, its officers, agents, and employees harmless from claims by itself and third parties, including, but not limited to, lot purchasers, other property owners, contractors, subcontractors, and materialmen, for damages sustained, costs incurred, or injuries resulting from approval of the Agreement, the development, final plats, plans and specifications, and from the resulting construction and development except for willful misconduct and the City’s own negligence. The Developer shall indemnify the City, its officers, agents, and employees for all costs, damages or expenses, including reasonable engineering and attorney’s fees, which the City may pay or incur in consequence of such claims.

B. The Developer shall reimburse the City for costs incurred in the enforcement of this agreement, including reasonable engineering and attorney’s fees. The Developer shall pay in full all bills submitted to it by the City within sixty (60) days after receipt. If the bills are not paid on time, the City may halt all development work until the bills are paid in full. Bills not paid within sixty (60) days shall be subject to an eight (8%) percent annum interest charge.

15. Notices. Required notices to the Developer shall be in writing and shall be either hand delivered to the Developer, their employees or agents, or mailed to the Developer by certified or registered mail at the following address:

Developer:

Hanna Robert and Mary Hanna
 26700 Woodcrest Drive
 Elko, MN 55020

JP Land JP Land Company, Inc.
 c/o Paul Wagner
 3200 57th Street W.
 Northfield, MN 55057

City:

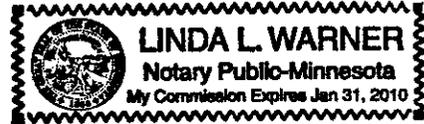
City of New Market
601 Main Street
P.O. Box 99
New Market, MN 55054

STATE OF MINNESOTA)

COUNTY OF Scott (ss.)

The foregoing instrument was acknowledged before me this 10 day of March, 2006, by Robert S. Hanna and Mary Sue Hanna, husband and wife.

Linda L. Warner
NOTARY PUBLIC

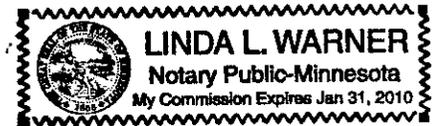


STATE OF MINNESOTA)

COUNTY OF Scott (ss.)

The foregoing instrument was acknowledged before me this 10 day of March, 2006, by Paul Wagner and President, respectively the and of JP Land Company, Inc., a Minnesota corporation, on its behalf.

Linda L. Warner
NOTARY PUBLIC



DRAFTED BY:
CAMPBELL KNUTSON
Professional Association
317 Eagandale Office Center
1380 Corporate Center Curve
Eagan, Minnesota 55121
(651) 452-5000

EXHIBIT "A"
TO
PLANNED UNIT DEVELOPMENT AGREEMENT

Legal Description of PUD Property:

Hanna Property

That part of the Southeast Quarter of the Southeast Quarter of Section 20, Township 113, Range 21, Scott County, Minnesota, described as follows:

Beginning at a point on the south line of said Southeast Quarter of the Southeast Quarter distant 542.50 feet east of the southwest corner; thence north parallel with the west line of said Southeast Quarter of the Southeast Quarter a distance of 379.50 feet; thence easterly parallel with said south line a distance of 165.62 feet to the west line of the east 593.68 feet of said Southeast Quarter of the Southeast Quarter; thence southerly along said west line of the east 593.68 feet a distance of 379.59 feet to the south line of said Southeast Quarter of the Southeast Quarter; thence westerly along said south line a distance of 161.80 feet to the point of beginning.

JP Land Property

That part of the Southeast Quarter of the Southeast Quarter of Section 20, Township 113, Range 21, Scott County, Minnesota and that part of the Southwest Quarter of the Southwest Quarter of Section 21, Township 113, Range 21, Scott County, Minnesota described as follows:

Beginning at a point on the east line of said Southeast Quarter of the Southeast Quarter distant 635.00 feet north of the southeast corner; thence westerly at right angles to said east line a distance of 100.00 feet; thence northerly parallel with said east line a distance of 19.71 feet to the south line of the north 664.78 feet of said Southeast Quarter of the Southeast Quarter; thence westerly along said south line a distance of 493.82 feet more or less to the west line of the east 593.68 feet of said Southeast Quarter of the Southeast Quarter; thence southerly along said west line to the south line of said Southeast Quarter of the Southeast Quarter; thence easterly along said south line to the southeast corner of said Southeast Quarter of the Southeast Quarter; thence easterly along the south line of said Southwest Quarter of the Southwest Quarter a distance of 90.00 feet to the centerline of Dakota Avenue; thence northerly along said centerline to its intersection with a line drawn easterly at right angles to the east line of said Southeast Quarter of the Southeast Quarter from the point of beginning; thence westerly along said last described line a distance of 46.27 feet to the point of beginning.

EXHIBIT B

C:\Users\jmg\p\proj\Drawings\200607\LOT07-01E1E, BINDER & MAPS\04\map\PH01.dwg



1000 EAST 140th STREET, BURNSVILLE, MINNESOTA 55337 PH (651)452-3000

I HEREBY CERTIFY THAT THE PLAN WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER OR SURVEYOR IN THE STATE OF MINNESOTA.

NO.	DATE	REVISION

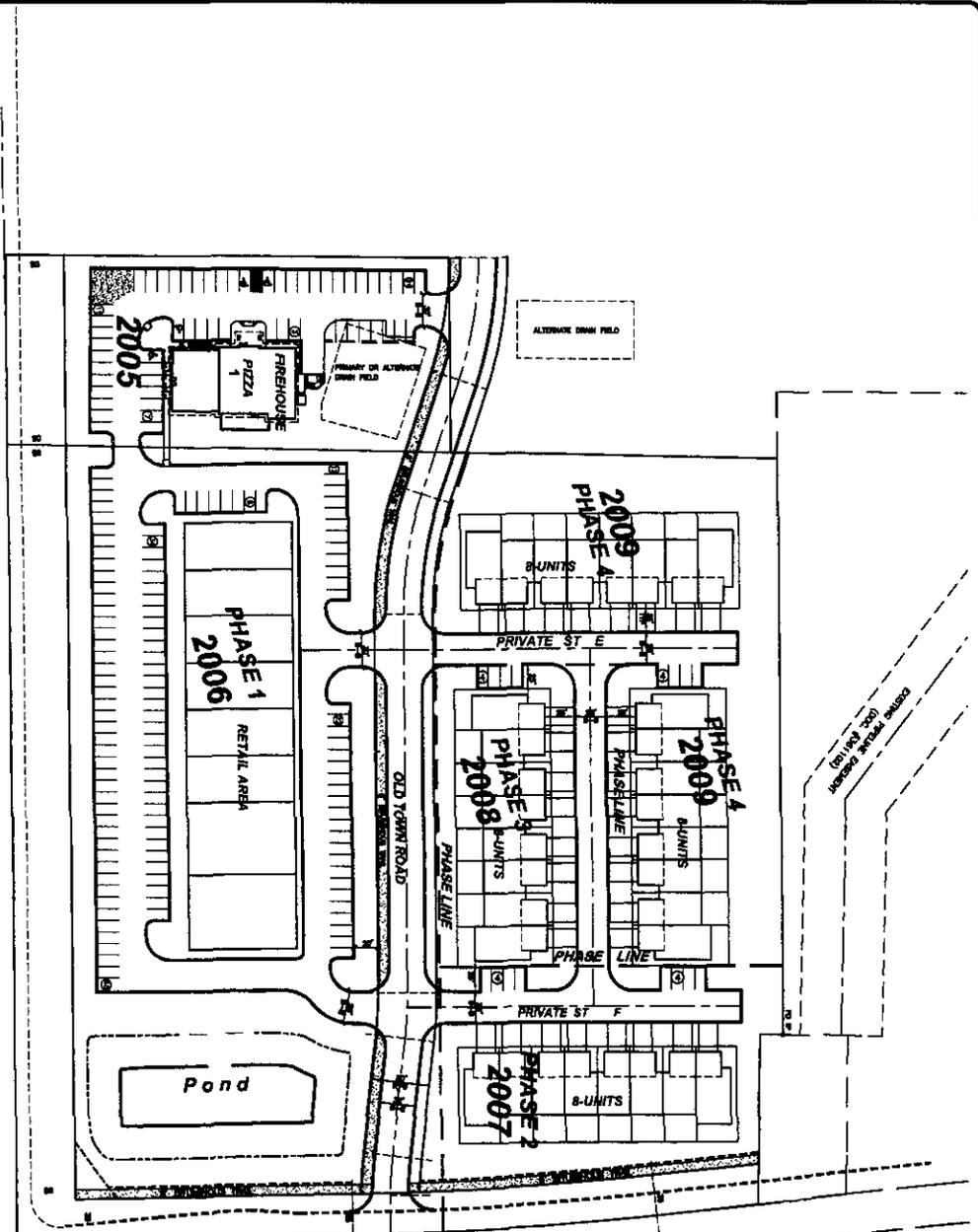
NO.	DATE	REVISION

PREPARED FOR:
PAUL WAGNER HOMES & FIREHOUSE PIZZA

NO.	DATE	REVISION

SCOTT COUNTY, MINNESOTA

P.U.D. OLD TOWN

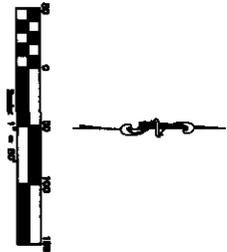


CSAH NO. 2

DAKOTA AVENUE

WHISPERING CREEK

Setbacks
 Multi Family Front 20' From Back of Carp. or R.O.W. (20' to Deck)
 Multi Family Side 20' From Back of Carp. or R.O.W. (20' to Deck)
 Multi Family Rear 30' From Part Line or R.O.W. (20' to Deck)
Street Widths
 OLD TOWN ROAD 32 Ft. Back to Back
 All Pvt. Streets 26 Ft. Back to Back



Old Town
 32 Multi-Family
 Plus Retail Area
 Firehouse Pizza
 Restaurant

EXHIBIT "C"
TO
PLANNED UNIT DEVELOPMENT AGREEMENT

STAGING PLAN

The PUD shall be developed in accordance with the plan and timeframes identified in the plan attached as Exhibit B. Sanitary Sewer Capacity (based on Residential Equivalency Units "REUs") will be allocated in accordance with the terms of the PUD Agreement and in accordance with the staging plan as follows:

<u>Year</u>	<u>Property</u>	<u>Number of REUs</u>
<u>2006</u>	JP Land Property	5 Non-residential*
<u>2007</u>	JP Land Property	8 Residential
<u>2008</u>	JP Land Property Hanna Property	8 Residential Non-residential REUs necessary for restaurant, unless capacity is available sooner
<u>2009</u>	JP Land Property	16 Residential

*** As it becomes available to the City, non-residential capacity will be made available to the JP Land Property.**

**MORTGAGE CONSENT
TO
PLANNED UNIT DEVELOPMENT AGREEMENT**

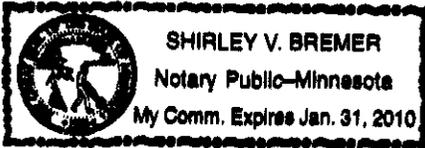
Provincial Bank, a Minnesota corporation, which holds a mortgage on the subject property, the development of which is governed by the foregoing Development Contract, agrees that the Development Contract shall remain in full force and effect even if it forecloses on its mortgage.

Dated this 10 day of March, 2006.

By: *Douglas Laumeyer*
Its: President - Hastings Office

STATE OF MINNESOTA)
(ss.
COUNTY OF Dakota)

The foregoing instrument was acknowledged before me this 10th day of March, 2006, by Douglas Laumeyer the President - Hastings office of Provincial Bank, a Minnesota corporation, on its behalf.



Shirley Bremer
NOTARY PUBLIC

DRAFTED BY:
X CAMPBELL KNUTSON
Professional Association
317 Eagandale Office Center
1380 Corporate Center Curve
Eagan, Minnesota 55121
(651) 452-5000
AMP:cjh

**MORTGAGE CONSENT
TO
PLANNED UNIT DEVELOPMENT AGREEMENT**

New MARKET BANK, a Minnesota corporation, which holds a mortgage on the subject property, the development of which is governed by the foregoing Development Contract, agrees that the Development Contract shall remain in full force and effect even if it forecloses on its mortgage.

Dated this 10th day of MARCH, 2006.

By: Kathleen M. Chlon

Its: Vice President

STATE OF MINNESOTA)
(ss.
COUNTY OF Dakota)

The foregoing instrument was acknowledged before me this 10 day of March, 2006,
by Kathleen M. Chlon the Vice President of
New Market Bank, a Minnesota corporation, on its behalf.



NOTARY PUBLIC

DRAFTED BY:
CAMPBELL KNUTSON
Professional Association
317 Eagandale Office Center
1380 Corporate Center Curve
Eagan, Minnesota 55121
(651) 452-5000
AMP:cjh





Description of Request / Project Details

We are making an application for preliminary plat, final plat and rezoning necessary for construction of an office/retail center in accordance with the City's B-1 zoning guidelines. The project will be constructed in 2 phases. The first phase will consist of approximately 9,600 square feet of building. A full service community bank will anchor the first phase. We anticipate 3 to 4 additional commercial spaces to occupy the balance of the first phase.

We anticipate the second phase will be constructed 2 to 4 years from now. The second phase will consist of approximately 12,000 square feet. Similar office and retail business will occupy the second phase.

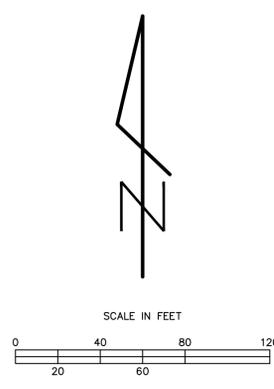
The existing storm water retention ponds will be upgraded to meet current standards as part of this project. The land occupied by the ponds will be platted as an outlot and deeded to the City. We anticipate all properties utilizing the storm pond will participate in paying for improvements on a pro-rated basis.

Two variances are also being applied for:

- Variance #1 to change drive-through queuing requirement to 3 vehicles per lane which is adequate to serve today's banking customers' needs. See attached supporting documentation.
- Variance #2 to eliminate the need for the developer to pay for the construction of the trail along County Road 2. An existing trail is already in place along the north side of the site traveling east to west, along the south side of Old Town Road.

The building will be a single story structure with a combination of flat roof and gable roof. The front shall face Highway 2 and will become an attractive entrance to the west end of New Market's downtown area. The north side of the building will provide for business service access but will also be designed to provide an attractive view from Old Town Road.

We believe this development will bring solid businesses to the Elko New Market community.



○ - DENOTES IRON MONUMENT
BEARINGS ARE ASSUMED DATUM

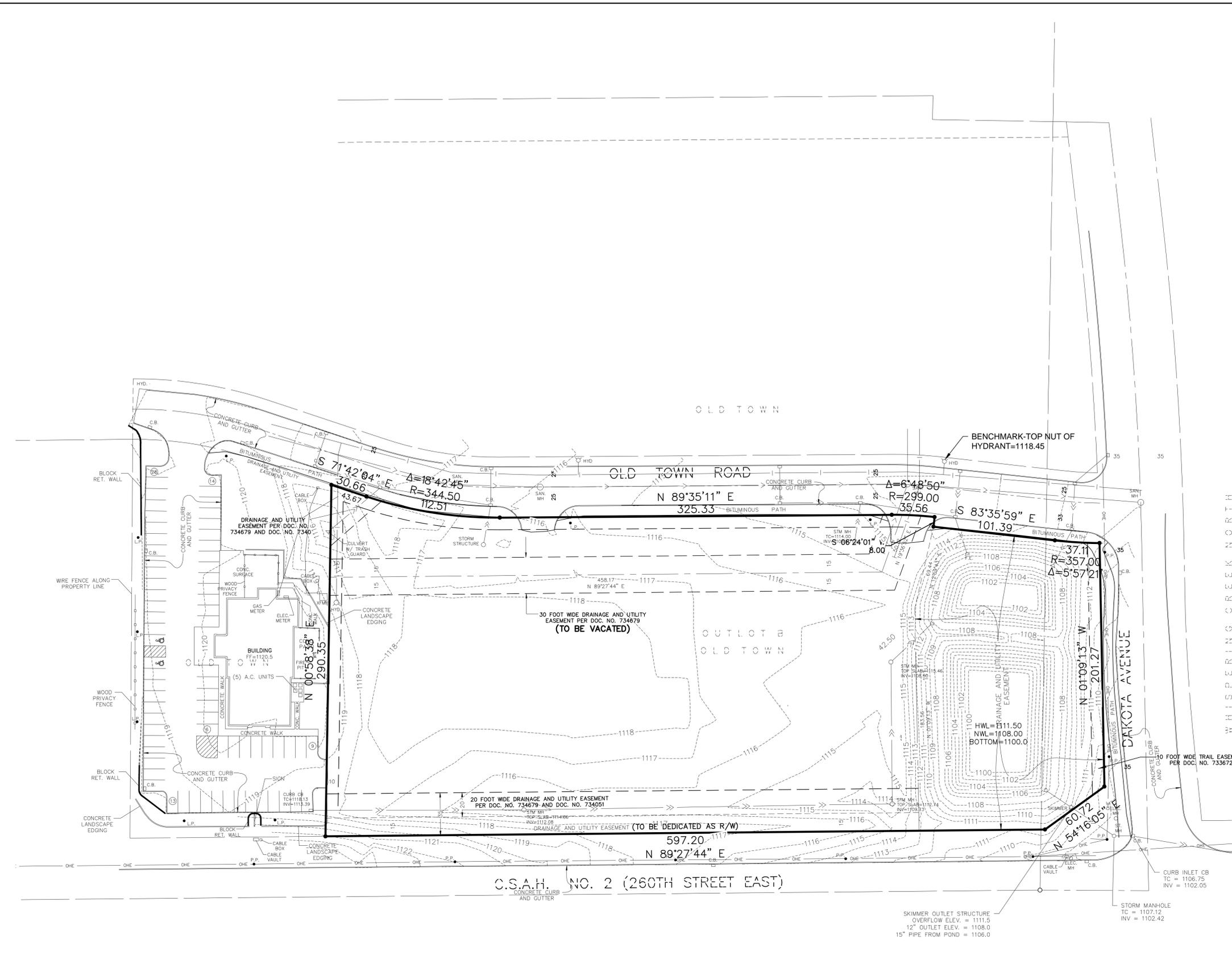
EXISTING LEGEND		G.M.	
	LOT LINE	G.M.	GAS METER
	RIGHT-OF-WAY LINE	A.C.	AIR CONDITIONER
	EASEMENT LINE	∇	HYDRANT
	WATER MAIN	⊕	WATER VALVE
	SANITARY SEWER	P.I.V.	POST INDICATOR VALVE
	STORM SEWER	⊙	SANITARY MANHOLE
	WATER SERVICE	C.O.	CLEANOUT
	SANITARY SERVICE	⊙	STORM MANHOLE
	CHAIN LINK FENCE	⊙	AREA CATCH BASIN
	VINYL/WOOD FENCE	⊙	CATCH BASIN
	LIGHT POLE	⊙	CONIFEROUS TREE
	POWER POLE	⊙	DECIDUOUS TREE
	XFMR.	---	CONTOUR LINE
	CBLX.	•	SPOT ELEVATION
	TEL.	→	DRAINAGE ARROW
	E.M.	○	DETAIL
			NOTE

NOTES

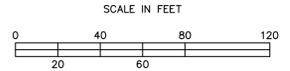
- UTILITIES SHOWN ARE APPROXIMATE LOCATION. LOCATIONS OF UNDERGROUND UTILITIES COMPILED FROM VISUAL EVIDENCE (FLAGGING & PAINT MARKS) AND RECORD DRAWINGS (DESIGN & AS-BUILT). CALL GOPHER STATE ONE CALL AT 811 FOR ALL UTILITY, GAS LINE, AND ELECTRICAL LINE LOCATIONS PRIOR TO EXCAVATION.
- PROPERTY CURRENTLY ZONED PUD.
- TOTAL AREA OF PROPERTY AS SHOWN:
A. OUTLOT B = 165,928± SQ. FT (3.809± ACRES)
- BENCHMARK - TOP NUT OF HYDRANT AT NE CORNER OF OUTLOT B. ELEV. = 1118.45
- SURVEY WAS COMPLETED IN JUNE, 2017.
- NO WETLANDS EXIST ON THE SITE.

I hereby certify that this is a correct representation of a survey of:
Outlot B, OLD TOWN, Scott County, Minnesota, according to the recorded plat thereof.
And that this survey and certificate was prepared by me or under my direct supervision and that I am a duly licensed Land Surveyor under the laws of the State of Minnesota.

Grant D. Jacobson
Grant D. Jacobson, MN License No. 23189
Dated this 10th Day of July, 2017



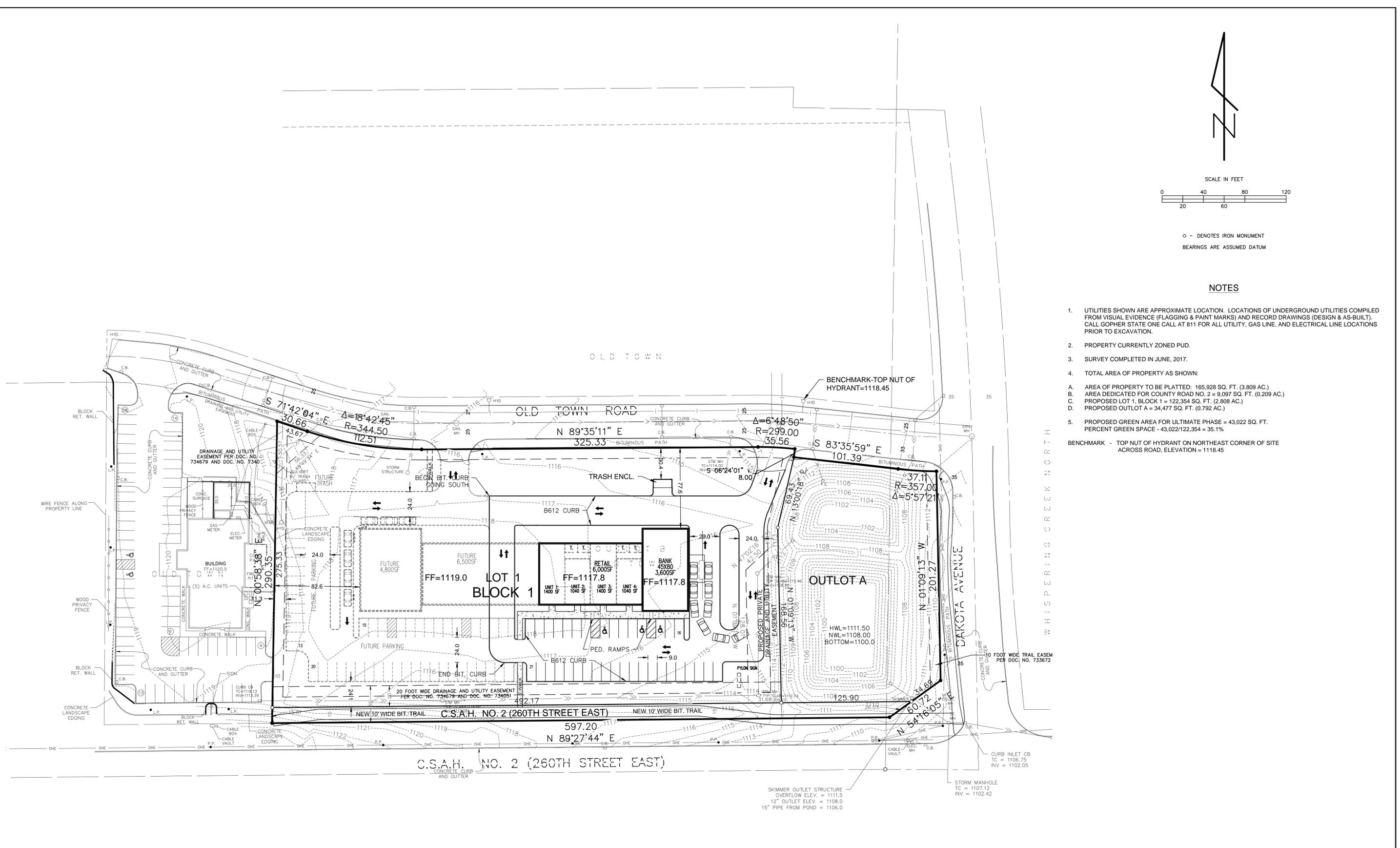
REVISIONS	PROJ. NO:	217076	I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly licensed Professional Engineer and Land Surveyor under the laws of the State of Minnesota. Signature: <i>Grant D. Jacobson</i> License No: 23189 Print Name: GRANT D. JACOBSON Date: 07/27/17	JACOBSON ENGINEERS & SURVEYORS jacobson@engrsurv.com 21029 HERON WAY (952) 469-4328 LAKEVILLE, MN 55044 FAX (952) 469-4624	PREPARED FOR: Greystone Construction Co. 500 S. Marshall Road Suite 300 Shakopee, MN 55379	BOUNDARY AND TOPOGRAPHIC SURVEY	NEW MARKET BANK SITE ELKO NEW MARKET, MN	SHEET NO. C-1 6
	DRAWN:	GDJ						
	CHECKED:	GDJ						
	SCALE:	AS SHOWN						
	FIELD BOOK:	A						
DATE:	06/29/17							



o - DENOTES IRON MONUMENT
BEARINGS ARE ASSUMED DATUM

NOTES

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 - PROPERTY CURRENTLY ZONED PUD.
 - SURVEY COMPLETED IN JUNE, 2017.
 - TOTAL AREA OF PROPERTY AS SHOWN:
 - AREA OF PROPERTY TO BE PLATTED: 165,928 SQ. FT. (3.809 AC.)
 - AREA DEDICATED FOR COUNTY ROAD NO. 2 = 9,097 SQ. FT. (0.209 AC.)
 - PROPOSED LOT 1, BLOCK 1 = 122,354 SQ. FT. (2.808 AC.)
 - PROPOSED OUTLOT A = 34,477 SQ. FT. (0.792 AC.)
 - PROPOSED GREEN AREA FOR ULTIMATE PHASE = 43,022 SQ. FT.
PERCENT GREEN SPACE - 43,022/122,354 = 35.1%
- BENCHMARK - TOP NUT OF HYDRANT ON NORTHEAST CORNER OF SITE ACROSS ROAD, ELEVATION = 1118.45



REVISIONS 	PROJ. NO: 217076 DRAWN: GDJ CHECKED: GDJ SCALE: AS SHOWN FIELD BOOK: A DATE: 06/29/17	I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly licensed Professional Engineer and Land Surveyor under the laws of the State of Minnesota. Signature: <i>Grant D. Jacobson</i> License No: <u>23189</u> Print Name: <u>GRANT D. JACOBSON</u> Date: <u>07/27/17</u>	JACOBSON ENGINEERS & SURVEYORS jacobson@engrsurv.com 21029 HERON WAY (952) 469-4328 LAKEVILLE, MN 55044 FAX (952) 469-4624	PREPARED FOR: Greystone Construction Co. 500 S. Marshall Road Suite 300 Shakopee, MN 55379	PRELIMINARY PLAT NEW MARKET BANK ADDITION	NEW MARKET BANK SITE ELKO NEW MARKET, MN	SHEET NO. C-2 6
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NEW MARKET BANK ADDITION

KNOW ALL PERSONS BY THESE PRESENTS: That New Market Bank, a Minnesota banking corporation, owners of the following described property situated in the County of Scott, State of Minnesota, to wit:

Outlot B, OLD TOWN, Scott County, Minnesota.

Has caused the same to be surveyed and platted as NEW MARKET BANK ADDITION and does hereby donate and dedicate to the public for public use forever the public ways and also dedicate the easements as shown on this plat for drainage and utility purposes only.

In witness whereof said New Market Bank, a Minnesota banking corporation has caused these presents to be signed this ____ day of _____, 20 ____.

Daniel Ringstad, Senior Vice President

STATE OF MINNESOTA

COUNTY OF _____

This instrument was acknowledged before me on _____, by Daniel Ringstad, Senior Vice President of New Market Bank, a Minnesota banking corporation.

Notary Public, _____
My Commission expires _____

SURVEYORS CERTIFICATE

I Grant D. Jacobson do hereby certify that this plat, NEW MARKET BANK ADDITION was prepared by me or under my direct supervision; that I am a duly Licensed Land Surveyor in the State of Minnesota; that this plat is a correct representation of the boundary survey; that all mathematical data and labels are correctly designated on this plat; that all monuments depicted on this plat have been, or will be correctly set within one year; that all water boundaries and wet lands, as defined in Minnesota Statutes, Section 505.01, Subd. 3, as of the date of this certificate are shown and labeled on this plat; and all public ways are shown and labeled on this plat.

Dated this ____ day of _____, 20 ____.

Grant D. Jacobson, Licensed Land Surveyor
Minnesota License No. 23189

STATE OF MINNESOTA

COUNTY OF _____

This instrument was acknowledged before me on _____ by Grant D. Jacobson.

Notary Public, _____
My Commission expires _____

CITY COUNCIL OF ELKO NEW MARKET, MINNESOTA

We do hereby certify that on the ____ day of _____, 20____, the City Council of the City of Elko New Market, Minnesota, approved this plat.

Mayor

Clerk

BOARD OF COMMISSIONERS

I hereby certify that the Board of Commissioners of Scott County Minnesota approved this plat of NEW MARKET BANK ADDITION by resolution this ____ day of _____, 20 ____.

Scott County Administrator

SCOTT COUNTY ATTORNEY

I hereby certify that I have examined this plat of NEW MARKET BANK ADDITION and do hereby recommend this plat for approval as to form this ____ day of _____, 20 ____.

Scott County Attorney

COUNTY SURVEYOR, SCOTT COUNTY, MINNESOTA

Pursuant to Minnesota Statutes, Chapter 389.09, Subd. 1, as amended, this plat has been reviewed and approved this ____ day of _____, 20 ____.

By: _____
Scott County Surveyor

SCOTT COUNTY AUDITOR / TREASURER

I hereby certify that the current and delinquent taxes on the lands described within are paid and transfer is entered this ____ day of _____, 20 ____.

Scott County Auditor

Scott County Treasurer

Signed by: _____, Deputy

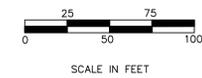
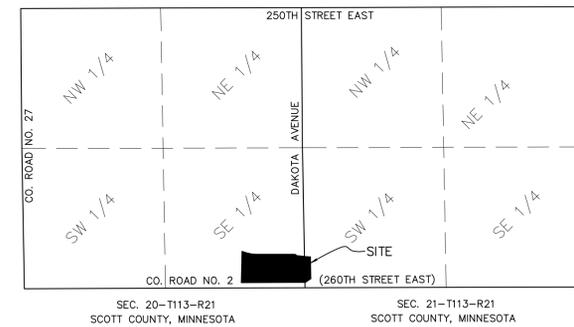
SCOTT COUNTY RECORDER

I hereby certify that this plat was recorded in the office of the County Recorder for record on this ____ day of _____, 20____, at ____ o'clock ____M. as Document Number _____.

Scott County Recorder

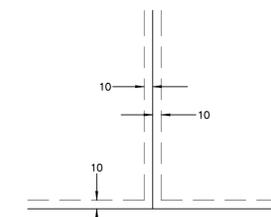
NEW MARKET BANK ADDITION

LOCATION MAP
NO SCALE

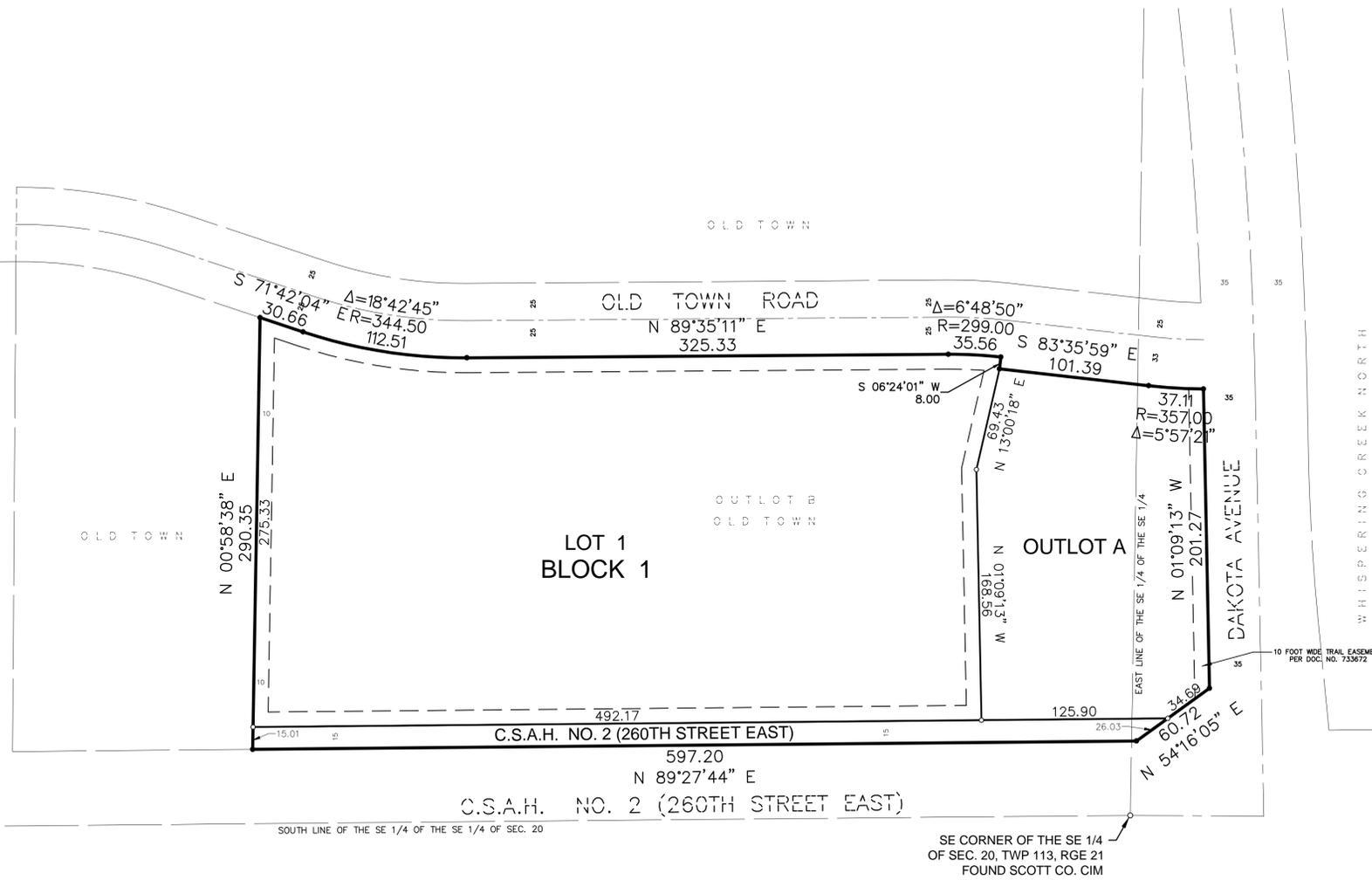


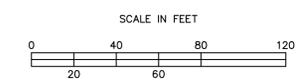
- DENOTES IRON PIPE MONUMENT FOUND
 - DENOTES 1/2" X 1/4" IRON MONUMENT SET, MARKED BY MINNESOTA LICENSE NO. 41349
- THE SOUTH LINE OF OUTLOT B OF THE PLAT OF OLD TOWN IS ASSUMED TO HAVE A BEARING OF N 89°27'44" E

DRAINAGE AND UTILITY EASEMENTS ARE SHOWN THUS:



BEING 10 FEET IN WIDTH AND ADJOINING SIDE LOT LINES AND STREET LINES AND REAR LOT LINES, UNLESS OTHERWISE INDICATED ON THE PLAT.



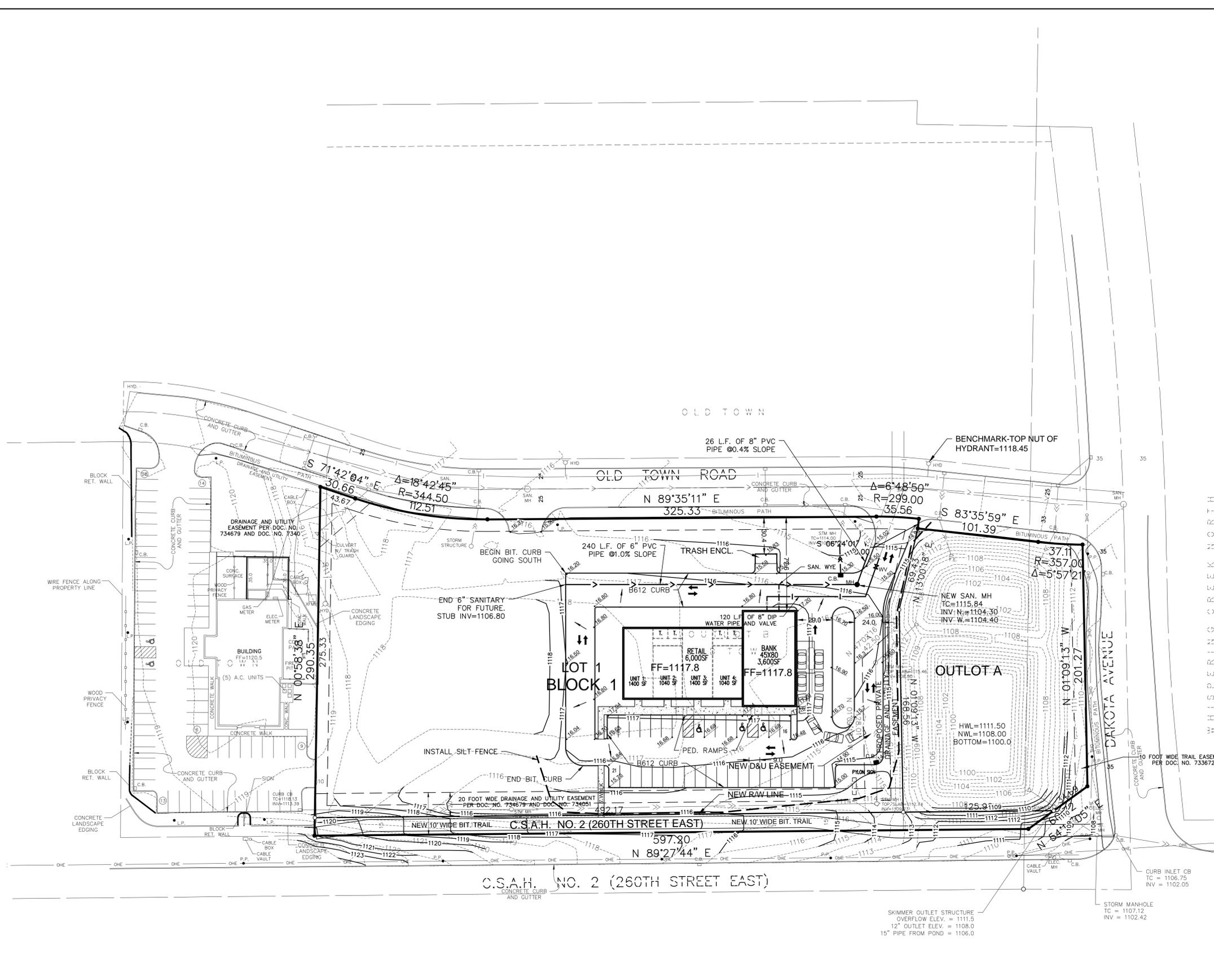


○ - DENOTES IRON MONUMENT
BEARINGS ARE ASSUMED DATUM

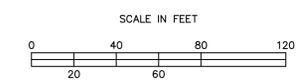
PROPOSED LEGEND	
	WATER MAIN
	SANITARY SEWER
	STORM SEWER
	WATER SERVICE
	SANITARY SERVICE
	CHAIN LINK FENCE
	VINYL/WOOD FENCE
	LIGHT POLE
	HYDRANT
	WATER VALVE
	SANITARY MANHOLE
	STORM MANHOLE
	CATCH BASIN
	SILT FENCE
	GRADING LIMITS
	CONTOUR LINE
	SPOT ELEVATION
	DRAINAGE ARROW
	DETAIL
	NOTE

NOTES

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- CONSTRUCT TEMPORARY ROCK CONSTRUCTION ENTRANCE PER CITY SPECIFICATIONS.
- INSTALL SILT FENCE PRIOR TO EXCAVATION AS NEEDED.
- RE-VEGETATE THE SITE WITHIN 48 HOURS OF FINAL GRADING.
- THE STREET MUST BE CLEARED OR DEBRIS AT THE END OF EACH DAY. ADDITIONAL SWEEPING WILL BE REQUIRED DURING THE HAULING PROCESS. ALL STREETS MUST BE MAINTAINED TO SAFE DRIVING CONDITIONS.
- ALL DOWNSTREAM EXISTING CATCH BASINS MUST HAVE INLET PROTECTION.
- CONTRACTOR SHALL DETERMINE STOCK PILE AREAS AND CONCRETE WASHOUT AREAS PRIOR TO EXCAVATION AND PROVIDE NECESSARY EROSION CONTROL.
- PROPOSED SLOPES AS SHOWN ARE NOT GREATER THAN 3:1.
- USE "CITY OF ELKO NEW MARKET UTILITY AND STREET CONSTRUCTION STANDARDS AND SPECIFICATIONS.
- PROPOSED WATERMAIN SHALL BE 8" DUCTILE IRON PIPE (DIP) CLASS 52 FOR ALL SHOWN.
- INSTALLATION OF WATER MAINLINE AND SERVICE LINES SHALL BE SUCH AS TO PROVIDE FOR NOT LESS THAN 7.5 FEET OF COVER OVER THE TOP OF THE PIPE. CLEARANCE WITH OTHER PIPE AND STRUCTURES SHALL BE 18 INCHES.
- PROPOSED SANITARY SERVICE SHALL BE 6" PVC, SDR 26.
- STORM SEWER SHALL BE AIR TESTED 20 FEET IN EITHER DIRECTION AT ALL LOCATIONS WHERE CROSSING WATER SERVICES.
- THE INFILTRATION BASIN/SEDIMENTATION BASIN SHALL BE PROTECTED FROM CONSTRUCTION TRAFFIC.
- IF POOR SOILS ARE ENCOUNTERED DURING WATER LINE INSTALLATION, THE CONTRACTOR SHALL OVER EXCAVATE A MINIMUM OF 2 FEET AND PLACE FOUNDATION BEDDING MATERIAL UNDERLAIN BY GEOTEXTILE FABRIC TO SUPPORT PIPE.

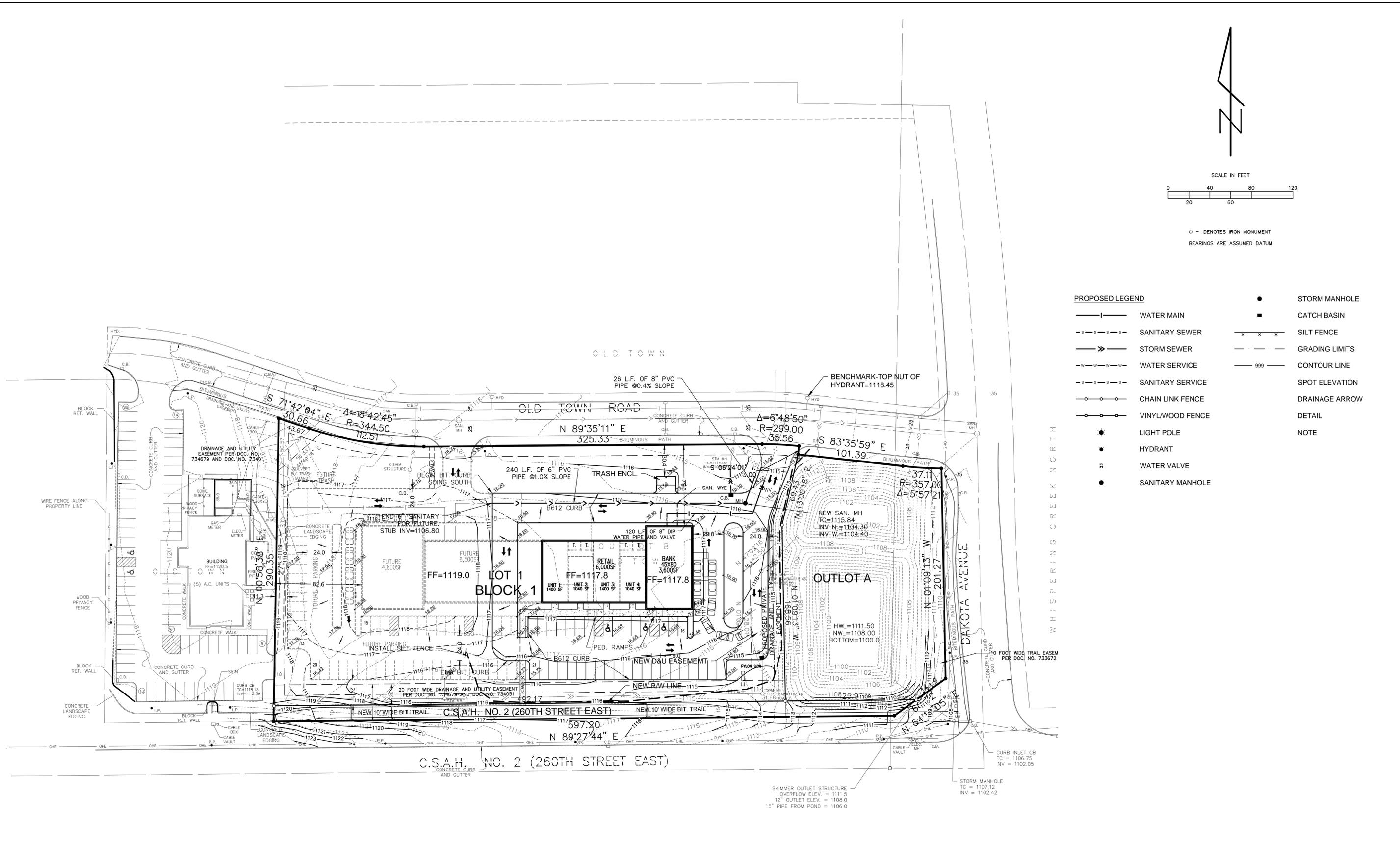


REVISIONS 7-25-17 CITY REVIEW COMMENTS 7-27-17 CITY REVIEW COMMENTS	PROJ. NO: 217076 DRAWN: GDJ CHECKED: GDJ SCALE: AS SHOWN FIELD BOOK: A DATE: 06/29/17	I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly licensed Professional Engineer and Land Surveyor under the laws of the State of Minnesota. Signature: <i>Grant D. Jacobson</i> License No: 23189 Print Name: GRANT D. JACOBSON Date: 07/27/17	JACOBSON ENGINEERS & SURVEYORS jacobson@engrsurv.com 21029 HERON WAY (952) 469-4328 LAKEVILLE, MN 55044 FAX (952) 469-4624	PREPARED FOR: Greystone Construction Co. 500 S. Marshall Road Suite 300 Shakopee, MN 55379	GRADING, DRAINAGE, AND UTILITY PLAN	NEW MARKET BANK SITE ELKO NEW MARKET, MN	SHEET NO. C-5 6
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o - DENOTES IRON MONUMENT
BEARINGS ARE ASSUMED DATUM

- PROPOSED LEGEND**
- |— WATER MAIN
 - - - - - SANITARY SEWER
 - >— STORM SEWER
 - w-w-w- WATER SERVICE
 - s-s-s- SANITARY SERVICE
 - o—o— CHAIN LINK FENCE
 - o—o— VINYL/WOOD FENCE
 - LIGHT POLE
 - HYDRANT
 - WATER VALVE
 - SANITARY MANHOLE
 - STORM MANHOLE
 - CATCH BASIN
 - x x x SILT FENCE
 - - - - - GRADING LIMITS
 - 999 CONTOUR LINE
 - SPOT ELEVATION
 - DRAINAGE ARROW
 - DETAIL
 - NOTE



REVISIONS 7-25-17 CITY REVIEW COMMENTS 7-27-17 CITY REVIEW COMMENTS	PROJ. NO: 217076 DRAWN: GDJ CHECKED: GDJ SCALE: AS SHOWN FIELD BOOK: A DATE: 06/29/17	I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly licensed Professional Engineer and Land Surveyor under the laws of the State of Minnesota. Signature: <i>Grant D. Jacobson</i> License No: <u>23189</u> Print Name: <u>GRANT D. JACOBSON</u> Date: <u>07/27/17</u>	JACOBSON ENGINEERS & SURVEYORS jacobson@engrsurv.com 21029 HERON WAY (952) 469-4328 LAKEVILLE, MN 55044 FAX (952) 469-4624	PREPARED FOR: Greystone Construction Co. 500 S. Marshall Road Suite 300 Shakopee, MN 55379	FUTURE GRADING, DRAINAGE, AND UTILITY PLAN	NEW MARKET BANK SITE ELKO NEW MARKET, MN	SHEET NO. C-6 6
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PROJECT

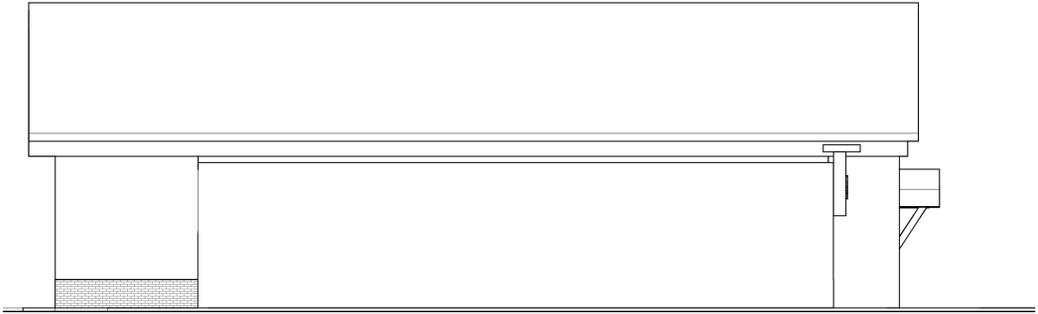
**New Market
 Retail Building**

Project Type
**123 ELM STREET
 CITY, MINNESOTA**

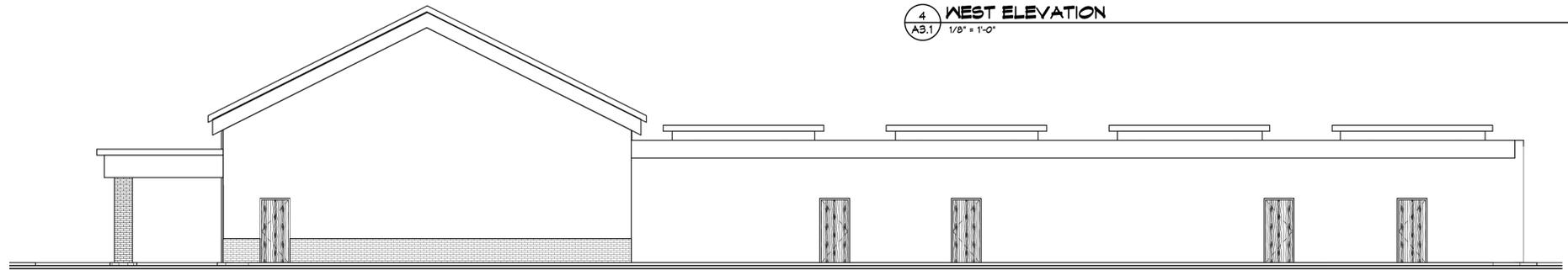
ISSUED SET	Issue Date
REVISIONS	
DATE	NO.

I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly Licensed Architect under the laws of the State of Minnesota

Name	Issue Date
123456	Date
Reg No.	



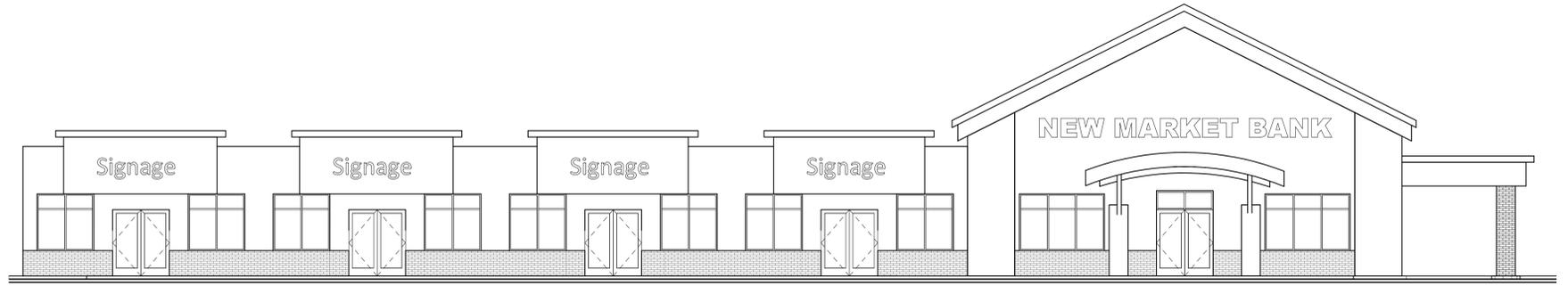
4 WEST ELEVATION
 A3.1 1/8" = 1'-0"



3 NORTH ELEVATION
 A3.1 1/8" = 1'-0"



2 EAST ELEVATION
 A3.1 1/8" = 1'-0"



1 SOUTH ELEVATION
 A3.1 1/8" = 1'-0"

EXTERIOR ELEVATIONS

Drawn By: Auth Checked By: Checker

A3.1



NEW MARKET RETAIL BUILDING

1
A2

NEW MARKET RETAIL BUILDING RENDERING



500 S. Marschall Road
Shakopee, MN 55379
Tel: 952.496.2227

PROJECT #: 2017
DATE: 4-20-17

SHEET: **A2**

Poof! Branch Transactions Drop By Half in 20 Years

May 28, 2013 | [Subscribe to The Financial Brand for Free](#)

By **Jeffrey Pilcher**, CEO/President & Publisher of **The Financial Brand**

Average cost per transaction doubles, even though branch volumes have been cut nearly in half. This is why critics say branches are dying — the math doesn't pencil out like it once did.

Branches today process roughly half the number of transactions they did just 20 years ago. According to [an industry study](#) on branch transactions, volumes have declined 45.3% since 1992, while the average cost per transaction has more than doubled from 48¢ to \$1.08.

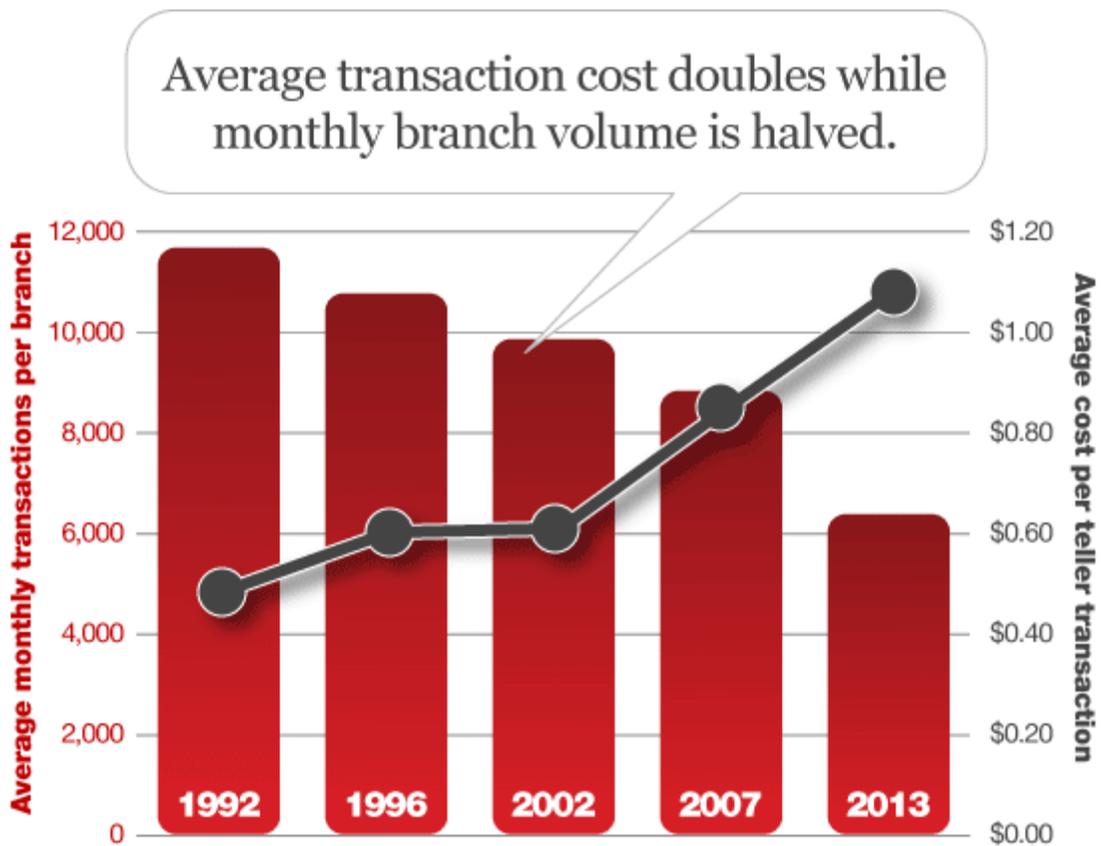
The findings are based on a compilation of transaction and labor cost statistics assembled from proprietary data collected over two decades.

FMSI, the company that authored the study, is uniquely qualified to offer their insight on branches. They provide branch lobby tracking and management solutions to financial institutions across the U.S., allowing them to count branch visitors and transactions for every branch in their client network — and they do this *every 15 minutes, all day long*. In total, FMSI says they look at more than 17 million monthly transactions.

“We are the only ones in the industry that have access to this type of aggregate information,” **W. Michael Scott**, President/CEO of FMSI, points out proudly.

With their front row perspective on branch utilization trends, they've witnessed a 17.9% decline in branch productivity since 1992. Transactions-per-teller-hour have dropped from roughly 20 in 2003 to barely 15 in 2013. Salary and benefits paid to tellers ballooned 84.2% over the last 20 years, translating to a 123.6% increase in labor cost per transaction.

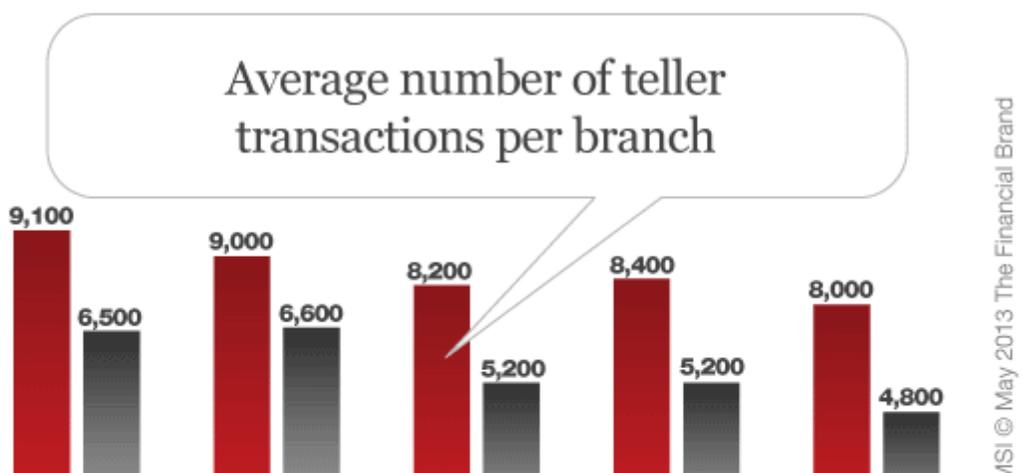
([Read More: Branch Boom Gone Bust: Forecast Calls For Steep Decline](#))



(**More:** *Small Businesses Prefer Traditional Banking, Still Rely Heavily on Branches*)

The hourly rate for tellers in 1992 was \$8.85. Back then it only cost 48¢ for a teller to perform the average transaction. Skip ahead to 2013, it costs an average of \$16.30 per hour to cover a teller’s salary and benefits, and average transaction cost has shot up over \$1.

Does this mean it’s time to write the eulogy for branches? Probably not. While their role as “transaction factories” will undoubtedly remain on a steep and steady decline, they will likely continue to be important nodes for advisory services, high-value products and other face-to-face interactions.



([Read More: The State of Branches in The Age of Automated Banking](#))

Time to Close Branches and Cut Tellers

During boom times, banks and credit unions didn't worry about staffing branches at optimal levels because branch activities were always growing — more branches, more tellers.

“Management was convinced there wasn't a lot of money to be saved in closely managing teller staffing,” Scott explains. “They were looking where to add new branches as new housing developments popped up on every corner.”

In a sense, the housing bubble that Scott alludes to helped fuel another bubble in branch building — more homes meant more branches with more tellers.

FMSI says many financial institutions have chosen to ignore trends suggesting the market is now over-branched. According to FMSI, the landscape has changed markedly from banking's glory days, and it could very well be time to start closing low volume branches.

([Read More: The Branch Paradox: Consumers Say One Thing, Do Another](#))

The company stresses the importance of “branch workforce optimization,” consultant speak for “getting the most out of the fewest people possible.”

“Sometimes it can appear that banks are working for their tellers, not the other way around.”

FMSI says the key is to identify predictable lulls in branch activity.

— JR Pimentel, VP/HR
Bristol County Savings Bank

“By paying closer attention to teller idle time, or the time tellers are waiting for transactions, an institution can get more accomplished,” Scott explains.

What might tellers shift their attention to when not handling transactions? FMSI says proactive outbound selling campaigns are one idea.

According to research from Celent, only about 3% of banks address the issue of teller management — a statistic Scott finds “**alarming**” given the bottom line pressures financial institutions face today.

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SCOTT COUNTY COMMUNITY SERVICES DIVISION

HIGHWAY DEPARTMENT · 600 COUNTRY TRAIL EAST · JORDAN, MN 55352-9339
(952) 496-8346 · Fax: (952) 496-8365 · www.co.scott.mn.us

July 24, 2017

Renee Christianson
City of Elko New Market
601 Main Street
P.O. Box 99
Elko New Market, MN 55054

**RE: Preliminary Plat, New Market Bank Addition
CH 2 and Dakota**

Dear Renee:

We have reviewed the Preliminary and Final Plat and offer the following comments:

- ◆ The County recommends bike and pedestrian accommodations along County roads be constructed with development in the urban/urbanizing areas. Currently there is no trail or sidewalk along CH 2 in this area and pedestrians and bicyclists would utilize this trail along CH 2 to access the CH 2 facing businesses. The County does not support the variance #2 request from constructing a trail.
- ◆ As an option to constructing the entire trail along CH 2 at this time, the County would support the construction of CH 2 trail along the entire length of Phase 1, provided the developer's agreement requires the completion of the trail across the Phase 2 section when constructed.
- ◆ Any work within the County right-of-way shall require a County permit.

Thank you for the opportunity to comment. If you have any questions, please feel free to contact me.

Sincerely,

Craig Jenson
Transportation Planner



NORTHWEST ASSOCIATED CONSULTANTS, INC.

4150 Olson Memorial Highway, Ste. 320, Golden Valley, MN 55422

Telephone: 763.957.1100

Website: www.nacplanning.com

PLANNING REPORT

TO: Elko New Market Mayor and City Council
Elko New Market Planning Commission

FROM: Bob Kirmis / Renee Christianson

REPORT DATE: August 3, 2017

RE: Elko New Market- Boulder Pointe 6th Addition PUD Amendment

FILE NO: 290.02 - 17.02

Date Application Determined Complete:	July 13, 2017
Planning Commission Meeting Date:	August 3, 2017
City Council Meeting Date:	August 24, 2017
60-day Review Deadline:	September 11, 2017

BACKGROUND

A group consisting of RAV Holdings LLC., Barsness Brothers LLC. and Travis Kabes has requested approval of an amendment to the Boulder Pointe 6th Addition Planned Unit Development (PUD) located north of 275th Street and west of Beard Avenue.

The Boulder Pointe PUD was originally approved by the City of Elko in 2000 and was subsequently amended several times to accommodate a number of housing product changes.

The Boulder Pointe 6th Addition plat and PUD was approved by the City of Elko New Market in 2009 and is comprised of 37 detached dwelling units, 15 of which were patted in the development's initial phase. Future phases are presently platted as outlots (Outlots A and B) and must be final platted prior to the issuance of building permits. Of the 15 dwelling units approved for the first phase, two units have been constructed. The balance of the unit lots within the subdivision are presently vacant. Conditions of the City's approval in 2009 are contained in a PUD Development Contract attached as Exhibit G.

In response to market demands, the applicants wish to amend the PUD to allow the following upon all remaining unit lots within the 6th Addition, including those illustrated on the preliminary plat which lie within the two outlots:

1. A reduction in the current 15-foot separation required between townhome buildings. A 10-foot building separation has been proposed.
2. Removal of an existing requirement which mandates specific house designs (allowing full design flexibility).
3. Changes to the allowable exterior building material on front building facades (see language proposed in applicant's letter dated July 17, 2017).

To be noted is that only no additional dwelling units within the subdivision are proposed.

The changes are proposed to apply to the following lots:

- Lots 1 and 2, Block 1, Boulder Pointe 6th Addition
- Lots 1-8 and 11-13, Block 2, Boulder Pointe 6th Addition
- Outlot A, Boulder Pointe 6th Addition (9 lots on approved preliminary plat)
- Outlot B, Boulder Pointe 6th Addition (13 lots on approved preliminary plat)

Attached for reference:

- Exhibit A: Site Location
- Exhibit B: Applicant Narrative / Letter
- Exhibit C: Approved Boulder Pointe 6th Addition Preliminary Plat
- Exhibit D: Approved Boulder Pointe 6th Addition Final Plat
- Exhibit E: Approved Townhome Plans (2009)
- Exhibit F: Approved Landscape Plan
- Exhibit G: Existing Development Contract and PUD Agreement

ISSUES / ANALYSIS

Land Use. The City's Comprehensive Plan directs low density residential use of the subject site (up to 5 units per acre). The proposed detached townhomes are consistent with this density directive.

As part of previous City approvals, it was determined that the location and number of detached townhomes proposed within the 6th Addition were conducive to the creation of a detached townhome "neighborhood". In this regard, no negative impacts within the Boulder Pointe subdivision were anticipated and the approved dwelling type was found to be acceptable.

The proposed reduction in the separation of buildings (from 15 to 10 feet) and changes in detached dwelling design may however, alter the character of the detached townhome neighborhood as previously envisioned. The acceptability of the proposed changes are considered policy matters to be determined by City Officials.

Outlots A and B. In addition to the platted unit lots, the requested townhome unit design and structure separation changes are proposed to apply to 22 unplatted unit lots

within Outlots A and B. It should be recognized that building permits for such lots cannot be issued until a final plat (or final plats) are approved by the City Council.

Townhome Setbacks. The following setback requirements are presently imposed upon detached townhomes within the Boulder Pointe 6th Addition:

	Minimum Setback Requirement
Front Yard	25 feet from right-of-way, 20 feet from private streets
Side Yard	15 feet between buildings (building wall to building wall separation)
Rear Yard	30 feet from rear lot line of base lot

As previously indicated, the applicants wish to reduce the required building separation requirement from 15 to 10 feet.

No changes are proposed to the current layout of the lots within the subdivision. As a result, all detached townhome foundations must be constructed within the footprint of the existing unit lots, some of which may not lend themselves to ten-foot building separations. The below drawing depicts that some lots are currently located more than 10' apart.



Recognizing that the City’s R-2 (Small Lot) Single Family Residential zoning district, which overlays the Elko and New Market original townsite areas, imposes a 5-foot side yard setback requirement, it is the opinion of Planning Staff that homes in such proximity to each other can compatibly exist. In this regard, the proposed 10-foot building separation is considered an acceptable condition.

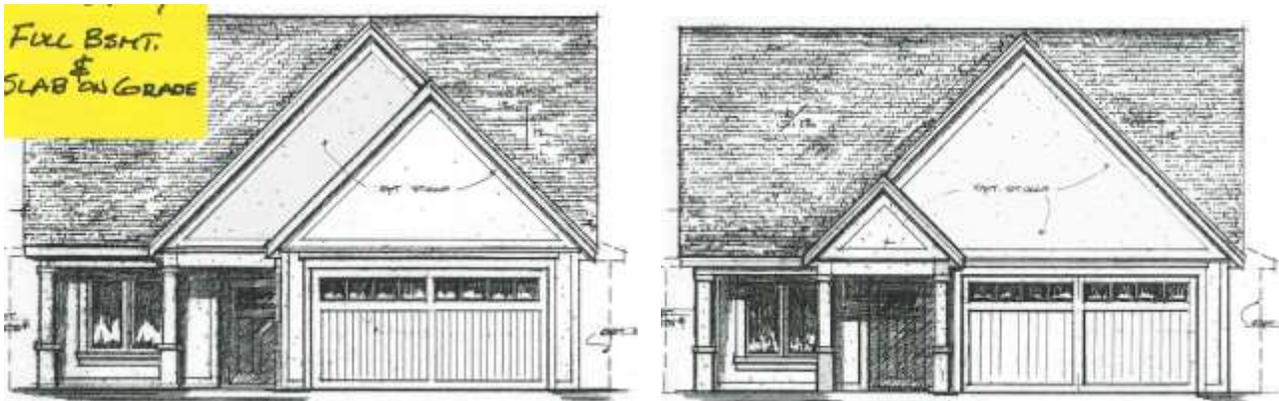
In regards to the proposed 10’ building separation, the following comments were received from Building Official and Fire Chief:

- If any part of the building, including the eaves, are closer than 6 feet, special fire protection measures must be undertaken.
- Roof overhangs and eaves should maintain a separation of at least six feet.

Townhome Design. The following is a summary of the previously approved detached townhome plans (also see Exhibits E):

Approved Townhome Plans (2009).

- Three detached townhome variations - all two bedroom.
- All townhome variations are a single story (in height).
- Townhomes range from 1,375 to 1,672 square feet in size.
- Units measure 38 feet in width.
- Walkout and slab on grade options available.
- Stucco finish on front building elevations required.
- Use of vinyl siding limited to side and rear building elevations.
- Includes two-stall garage.



Currently approved front building elevations

Proposed Townhome Plans. The applicants are requesting that the reference to specifically approved townhome plans be entirely removed from the PUD Development Agreement (Section 9 –Exhibit/Plan E –Townhome Plans).

Also proposed is an amendment to Section 29 (l) of the PUD Development Agreement which currently states “Front building elevations shall be finished in stucco. The use of vinyl siding shall be limited to side and rear building elevations.” The applicants are proposing that the wording be amended to read:

1. Low or no maintenance trim on windows/doors shall be required on front elevations.
2. Either a minimum front façade coverage of 20% brick or stone, (excluding windows, doors and garage doors) shall be required or building plans must demonstrate employment of substitute, recognized architectural themes and features such as, but not limited to, varied textures, wall planes, window boxes, shutters, architectural trim sufficient to significantly enhance

architectural appeal, as approved by the discretion of the architectural committee

Primary differences between the currently approved townhome units and the request currently proposed include the following:

1. Structure width (current width is limited to 38 feet based on the three approved building plans; proposed width would be limited by lot width and distance between buildings.)
2. Structure height (would allow for two-story options)
3. Increased dwelling unit area, would be limited by the lot size and setback requirement.
4. Building material on the front elevation is not regulated, other than by the wording suggested above (siding material not identified and brick or stone an option).
5. Three-stall garages would be permissible.
6. Would allow for unlimited variety of housing options within the development.
7. Structures would not be designed in similar fashion, as currently required.

As a PUD, the City has the ability to address the appearance of the proposed townhomes in order to ensure a high-quality development product. To ensure a high-quality appearance, the City has imposed a condition (of 2009 PUD approval) which prohibits the use of vinyl siding as a finish material on front building facades, requires the use of stucco on front facades, and requires that all homes be designed similarly.

Considering that the higher quality finishes upon front building facades was considered partial justification for the approval of the PUD, the allowance of vinyl siding (on front facades), raises concern related to the fulfillment of PUD objectives, perceived development quality and precedent applied to future PUD applications. In this regard, Staff feels that the prohibition of vinyl siding on front building facades continues to be justified.

While a requirement which ensures high quality finishes on front facades is considered appropriate, consideration may be given to the allowance of additional finish materials other than the currently required stucco. Staff supports the use of stucco, fiber cement siding, engineered wood siding (i.e. LP Smartside), stone (natural or artificial) and brick, all of which are commonly considered high quality finish materials.



Two existing homes within the project area

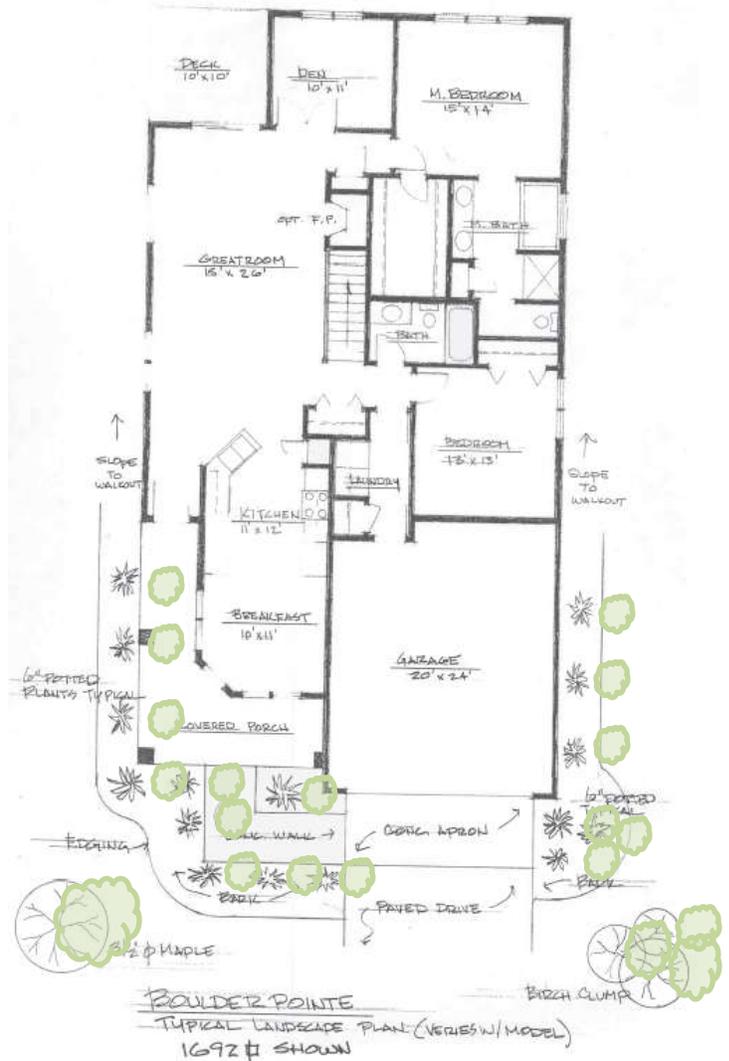
Final determinations related to acceptable dwelling unit design and finish materials are considered a policy matter to be determined by City Officials.

Landscaping. As part of the 2009 PUD, a “typical” landscape plan was approved (see attached Exhibit F). The landscape plan calls for unspecified potted plants (6”) around the front and sides of the units. Additionally, two trees are required within front yard areas.

If any changes to the approved landscape plan are proposed as a result of the varied home designs, the “typical” landscape plan should be revised accordingly or alternative planting plans should be prepared.

Regardless of the design of the landscape plan, tree varieties and minimum sizes should comply with applicable requirements of the City Code (Section 10-11-3).

In consideration of the proposed 10-foot building separation and associated roof overhangs (possibly 2 feet), some concern exists related to the amount of sunlight which will be available between the townhome structures to sustain plant growth. **If an amendment to the landscape plan is proposed, Staff recommends that the plan revision be subject to City Staff review and approval.**



Grading and Drainage. As previously indicated, the applicants wish to reduce the building separation requirement between buildings from 15 to 10 feet. The City Engineer has reviewed the request and has no comments or grading concerns regarding the reduced building setbacks.

Property Owner’s Association. As a condition of the 2009 PUD amendment approval, the creation of a property owner’s association was required to address maintenance responsibilities for common areas, covenants etc. Changes may be needed to the association by-laws and/or covenants based on the potential changes in

the PUD Contract. The City Attorney has reviewed the request and stated that she does not need to review any proposed changes to the association documents.

Development Contract. The existing PUD is subject to the terms of a PUD Agreement (attached as Exhibit G). The applicant is requesting changes to three section of the Agreement, as follows: Section 7 (setbacks), Section 9 (development plans), and Section 29 (special provisions). If the Planning Commission and City Council support the requested changes which include a) reduction in setback between buildings, elimination of the currently approved house design, and a revision to the section requiring stucco as the required front building finish, the existing PUD Agreement must be amended to reflect the approved changes.

RECOMMENDATION

It is the opinion of Planning Staff that the proposed townhome design changes are understandable considering current market conditions. It is further believed that a proposed townhome building separation of 10 feet is generally acceptable provided certain safety-related conditions are imposed. Staff supports the request, however, is suggesting some changes to the amended language proposed by the applicant. Staff believes that the language proposed by the applicant allows a large amount of variation in the front building facades and would like to more clearly define the acceptable building materials, to ensure a high quality development.

Planning staff feels that the full intention of the PUD can be achieved, and recommends approval of the following changes to the Development Contract and Planned Unit Development Agreement currently recorded in the office of the Scott County Recorder as document #842579:

Section 7 shall be amended to read as follows:

ZONING. Except as otherwise provided herein, the plat is subject to the zoning regulations of the Planned Unit Development District and the requirements and standards of the City's R-3 Medium Density Residential District, as may be amended from time to time. If there is a conflict among these regulations, the conflict shall be resolved in the order listed below with the item number one being primary:

- 1) Development Contract and Planned Unit Development Agreement for Boulder Pointe Sixth Addition [this document].
- 2) Planned Unit Development for Boulder Pointe.
- 3) Planned Unit Development Zoning District Regulations
- 4) R-3 Medium Density Residential District for detached townhome units.

The following minimum townhome setbacks (consistent with the R-3 District and PUD requirements) shall apply:

Front Yard	25' from public right of way 20' from private streets
Side Yard	10 feet between buildings (building wall to building wall separation)
Rear Yard	30 feet from rear lot line of the base lot

Section 9 shall be amended to read as follows

DEVELOPMENT PLANS. The plat shall be developed in accordance with the following plans. The plans shall not be attached to this Agreement. With the exception of Plans A-C, the plans may be prepared subject to City approval, after entering into the Agreement, but before commencement of any work in the plat. If the plans vary from the written terms of this Agreement, the written terms shall control. The plans are those submitted on September 11, 2009, except as otherwise identified by date:

- Plan A - Final Plat
- Plan B – Grading Plan
- Plan C – Landscape Plan
- Plan D – Utility Plan

Section 29 (l) shall be amended as follows:

- I. Exterior Finishes:
 - a. Low or no maintenance trim shall be required on windows and doors on the front elevation of the home.
 - b. A minimum front façade of 20% brick or stone or equivalent substitute (excluding windows, doors and garage doors) shall be required. Vinyl siding shall not be permitted on the front facing building façade. Acceptable building materials on the front facing façade include stucco, fiber cement siding, engineered wood siding (i.e. LP Smartside), stone (natural or artificial) and brick. Building plans must demonstrate architectural themes and features such as, but not limited to, varied textures, window boxes, shutters, architectural trim.

- pc. Tom Terry
Rich Revering
Andrea Poehler
Gary Staber
RAV Holdings LLC.
Barsness Brothers LLC.
Travis Kabes

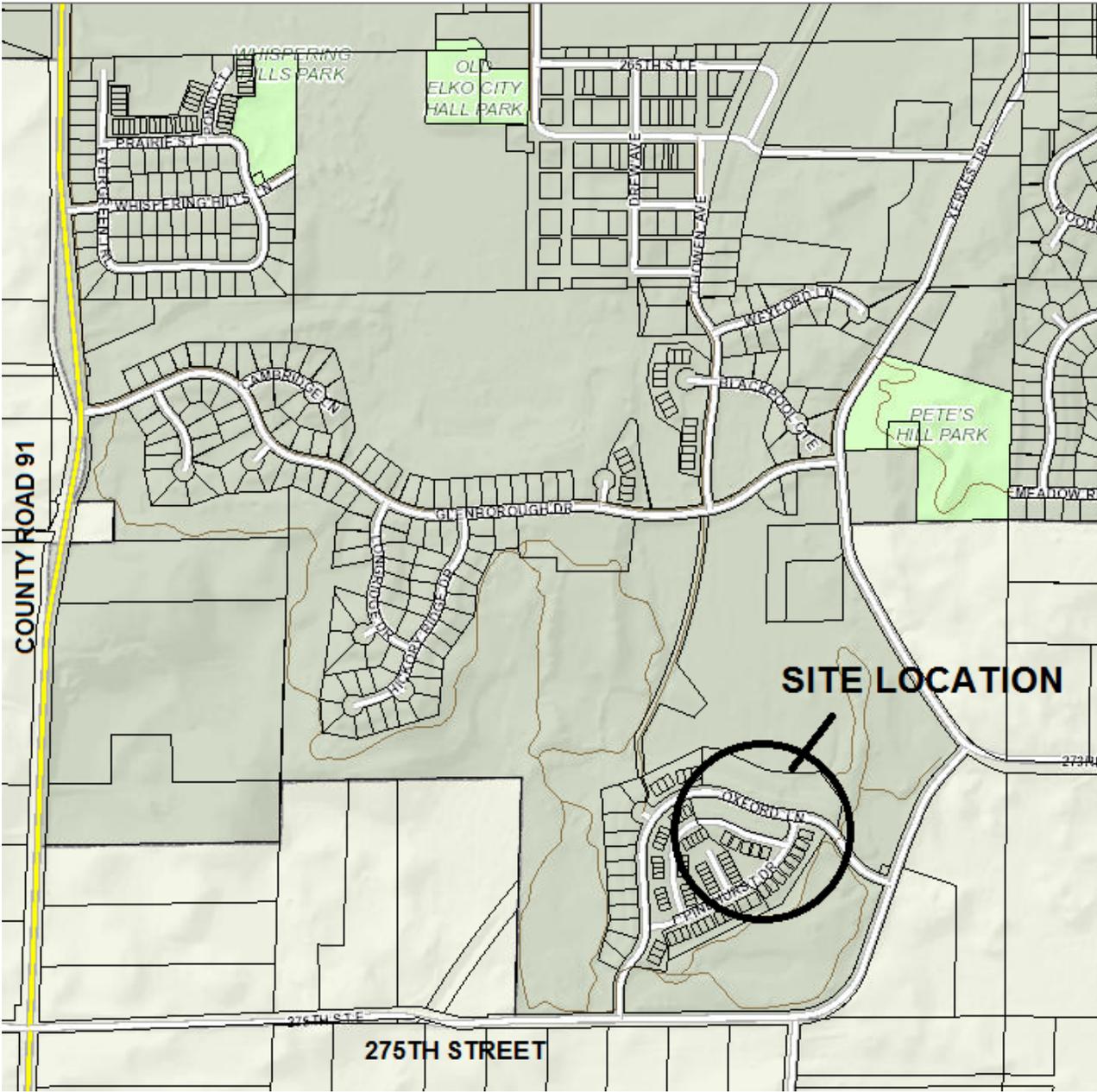


EXHIBIT A - SITE LOCATION

July 17, 2017

Bjorn Vogen
RAV Holdings LLC
8159 190th St West
Lakeville, MN 55044

Planning Commission and City Council Members,

We would like to amend the PUD for Boulder Pointe Sixth Addition as follows:

Section 7 Zoning, we would like to change the 15 feet between buildings to 10 feet between buildings.

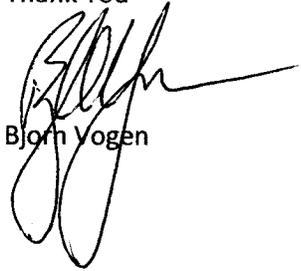
Section 9.E Removal of Townhome plans

Section 29.I Amend the wording as follows:

Exterior Finishes

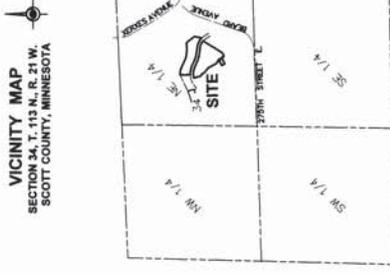
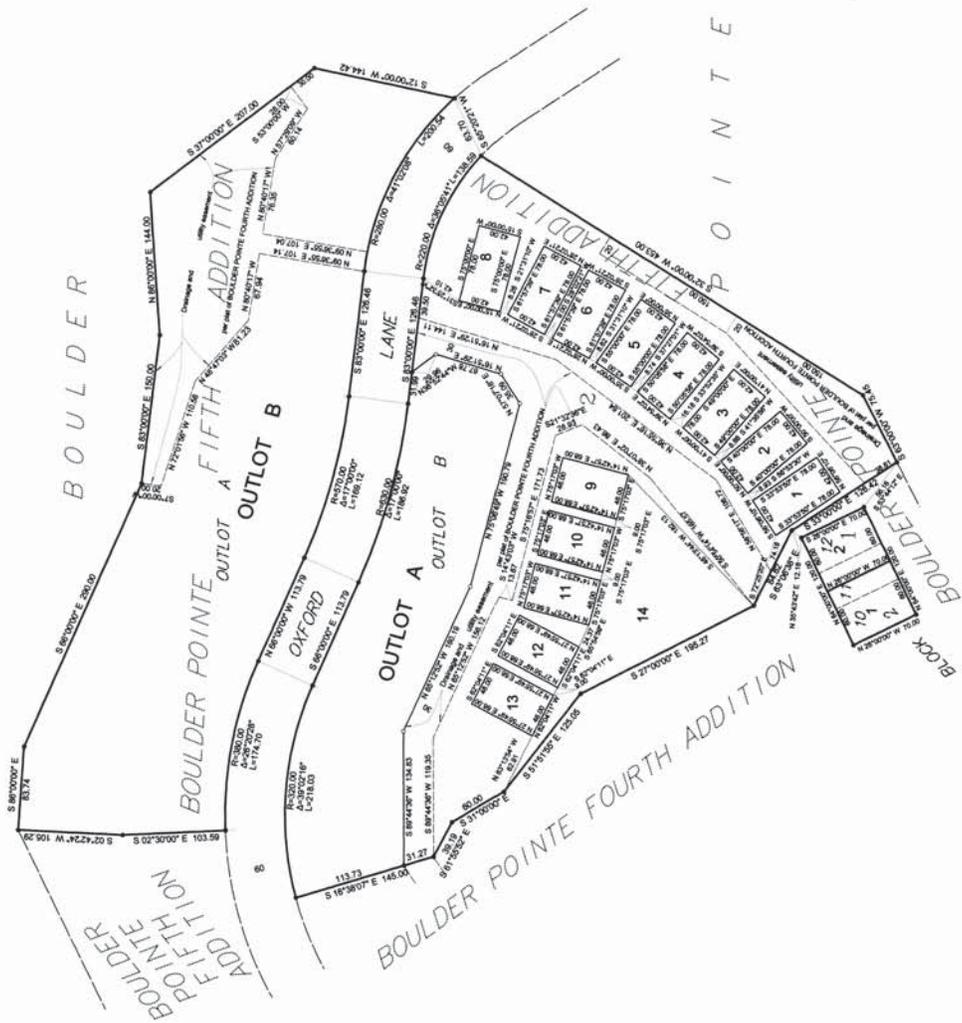
1. Low or no maintenance trim on windows/doors shall be required on front elevations.
2. Either a minimum front façade coverage of 20% brick or stone, (excluding windows, doors and garage doors) shall be required or building plans must demonstrate employment of substitute, recognized architectural themes and features such as, but not limited to, varied textures, wall planes, window boxes shutters, architectural trim sufficient to significantly enhance architectural appeal, as approved by the discretion of the architectural committee.

Thank You

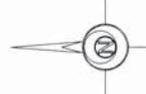
A handwritten signature in black ink, appearing to read 'Bjorn Vogen', with a long horizontal flourish extending to the right.

Bjorn Vogen

BOULDER POINTE SIXTH ADDITION



VICINITY MAP
SECTION 34, T. 113 N., R. 21 W.,
SCOTT COUNTY, MINNESOTA

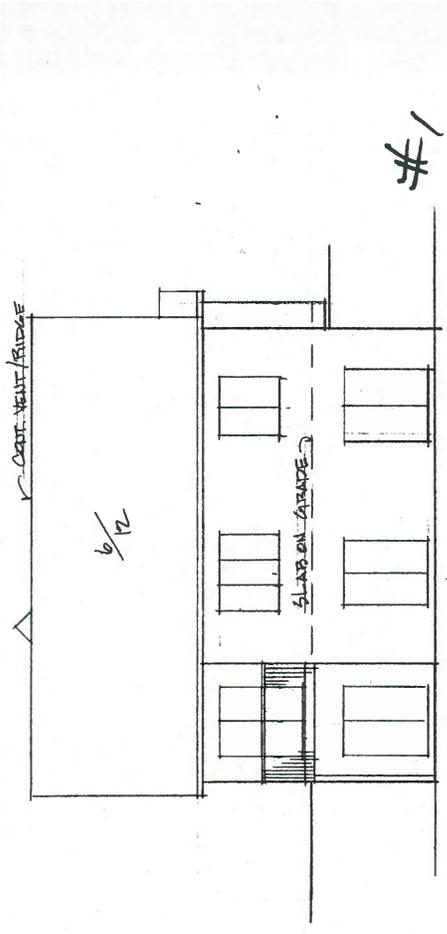
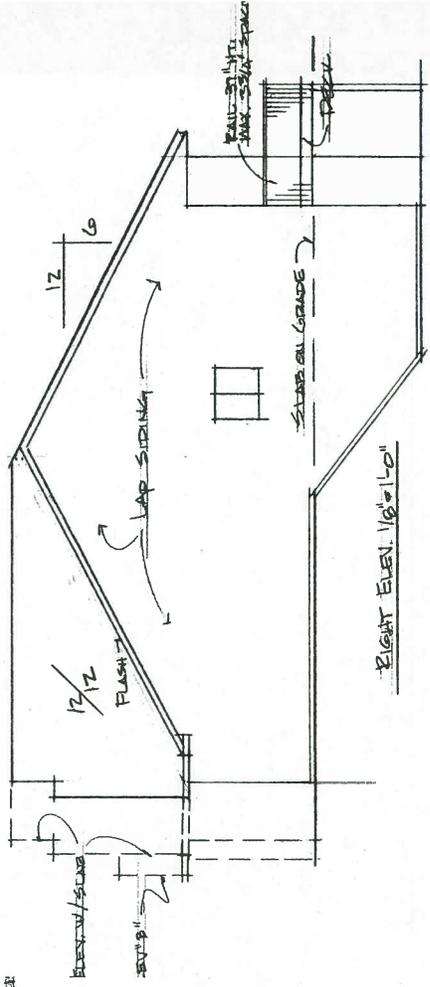
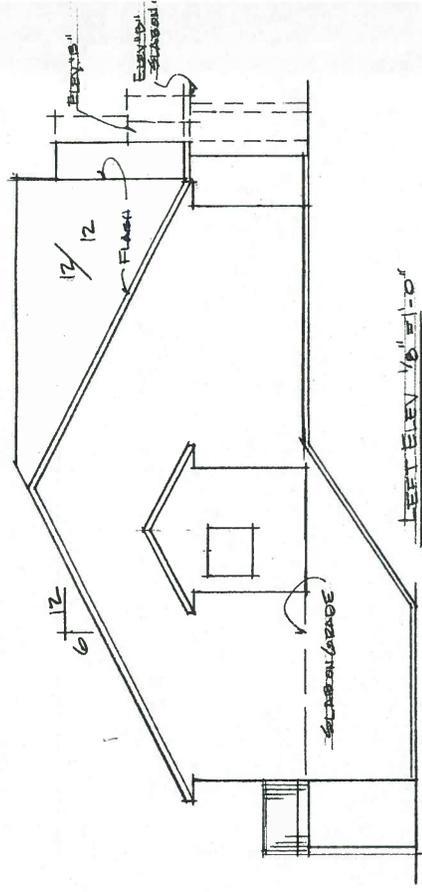
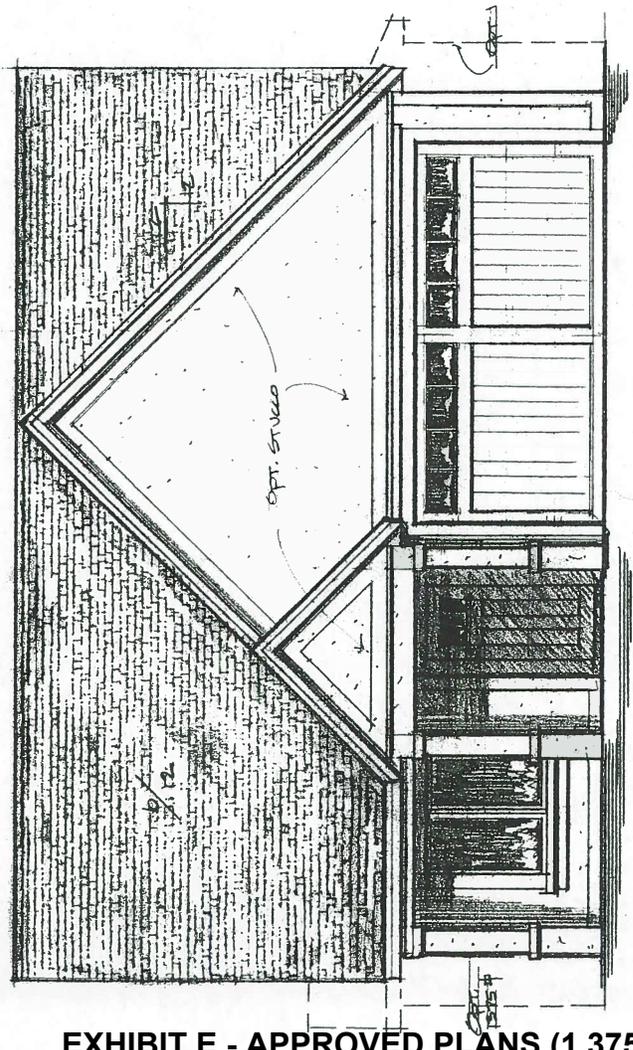
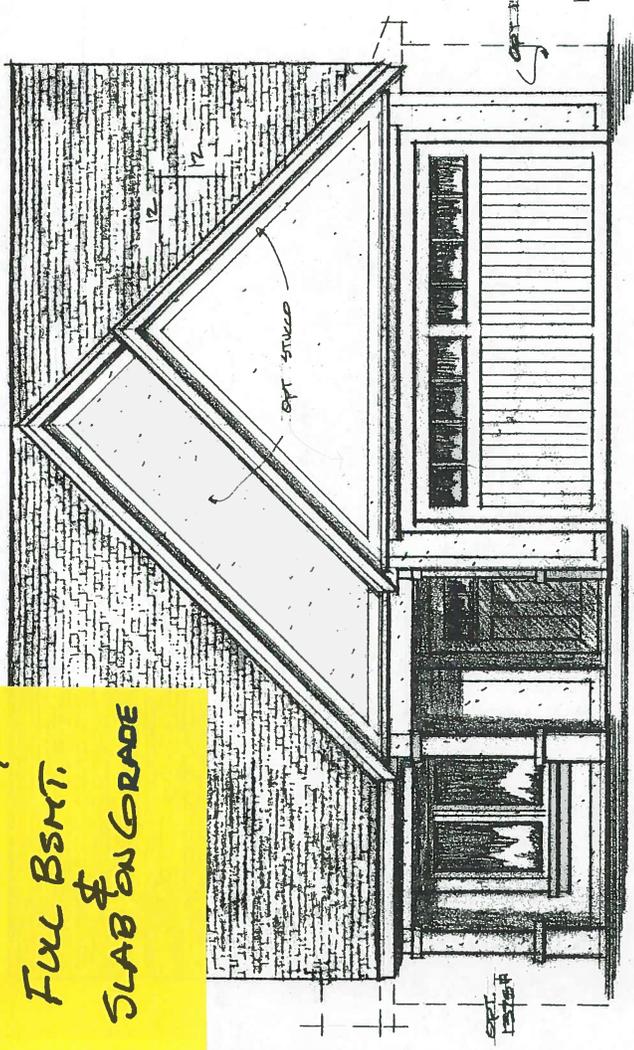


* Details for the proposed plat and plat of Boulder Pointe Fourth and Fifth Additions. Details 12 inch by 14 inch are accompanied and shall be accompanied by a surveyor's license, and shall be returned one year after recording of the plat for the year of the fourth plat's return to the State of Minnesota.

1716

23054

10-1375 #
 Full Bsmt.
 Slab on Grade



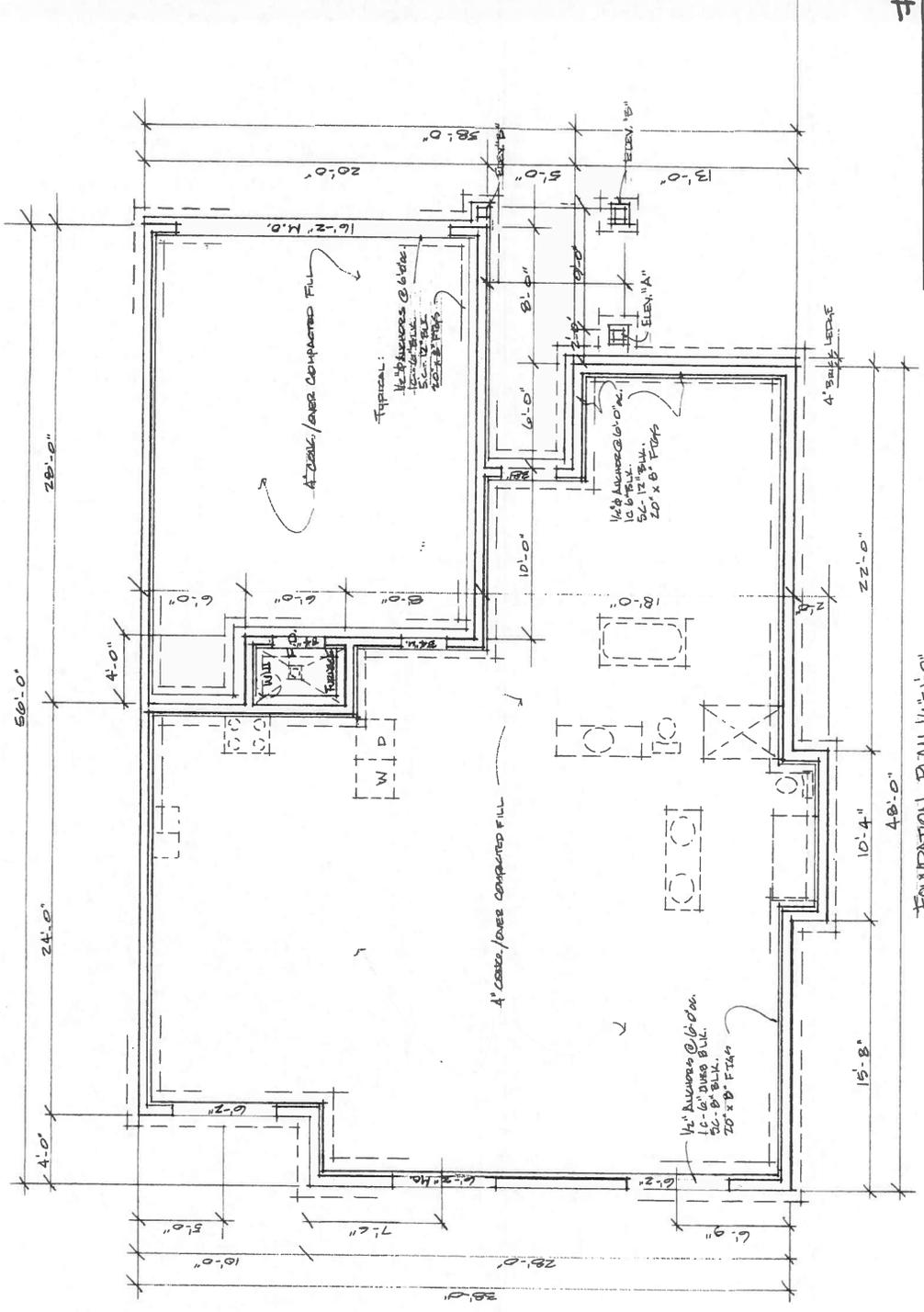
TOLERANCES		REVISIONS	
(UNLESS NOTED)	NO.	DATE	BY
DECIMAL	1		
±			

BOULDER POINT
 1375 # ELEV. A

EXHIBIT E - APPROVED PLANS (1,375 SF)

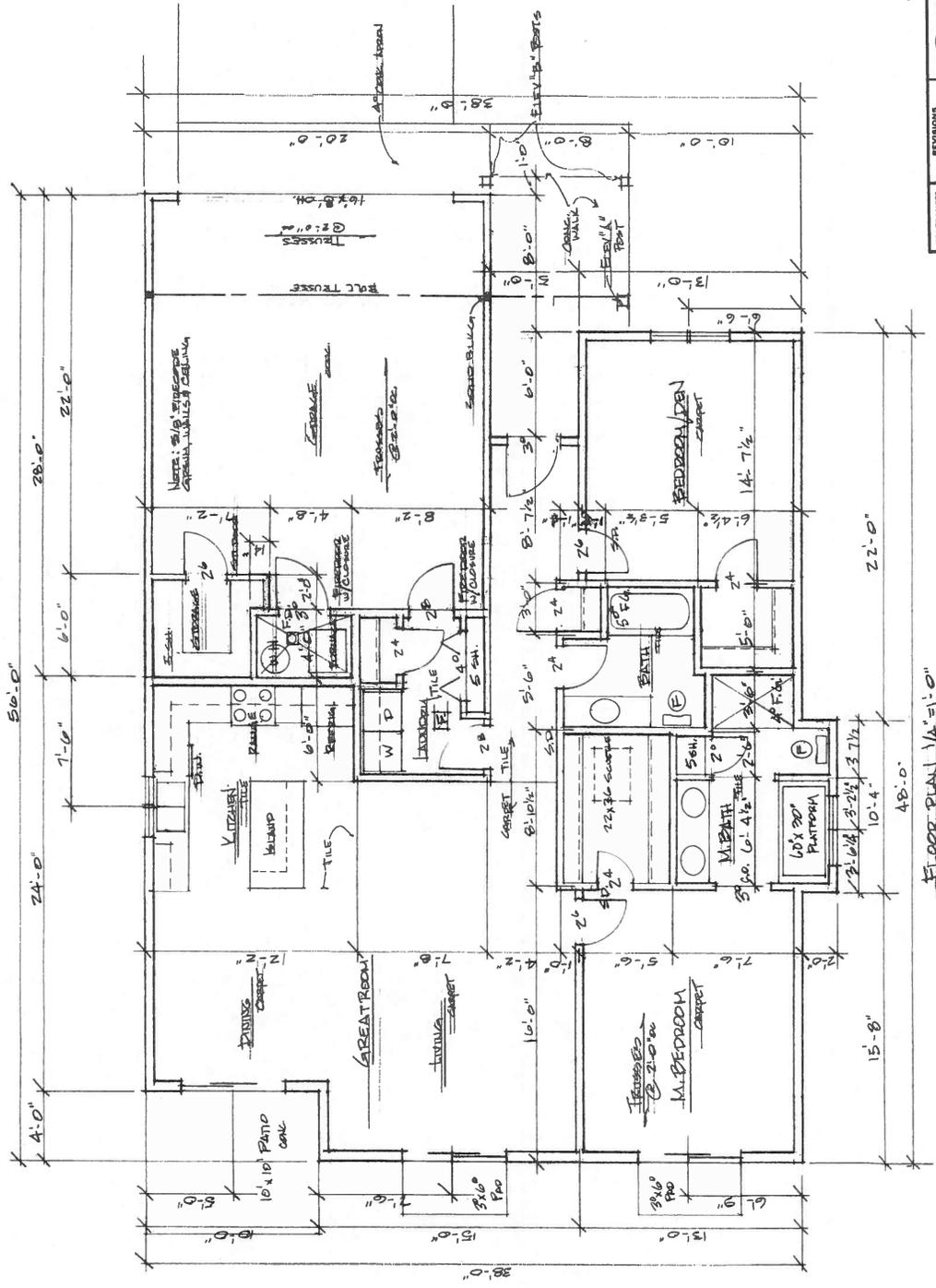
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2	FOUNDATION / SLA		
3	FOUNDATION / SLA		
4	FOUNDATION / SLA		



FOUNDATION PLAN 1/4" = 1'-0"
 13716 # SUB/PATIO

EXHIBIT E - APPROVED PLANS (1,375 SF)

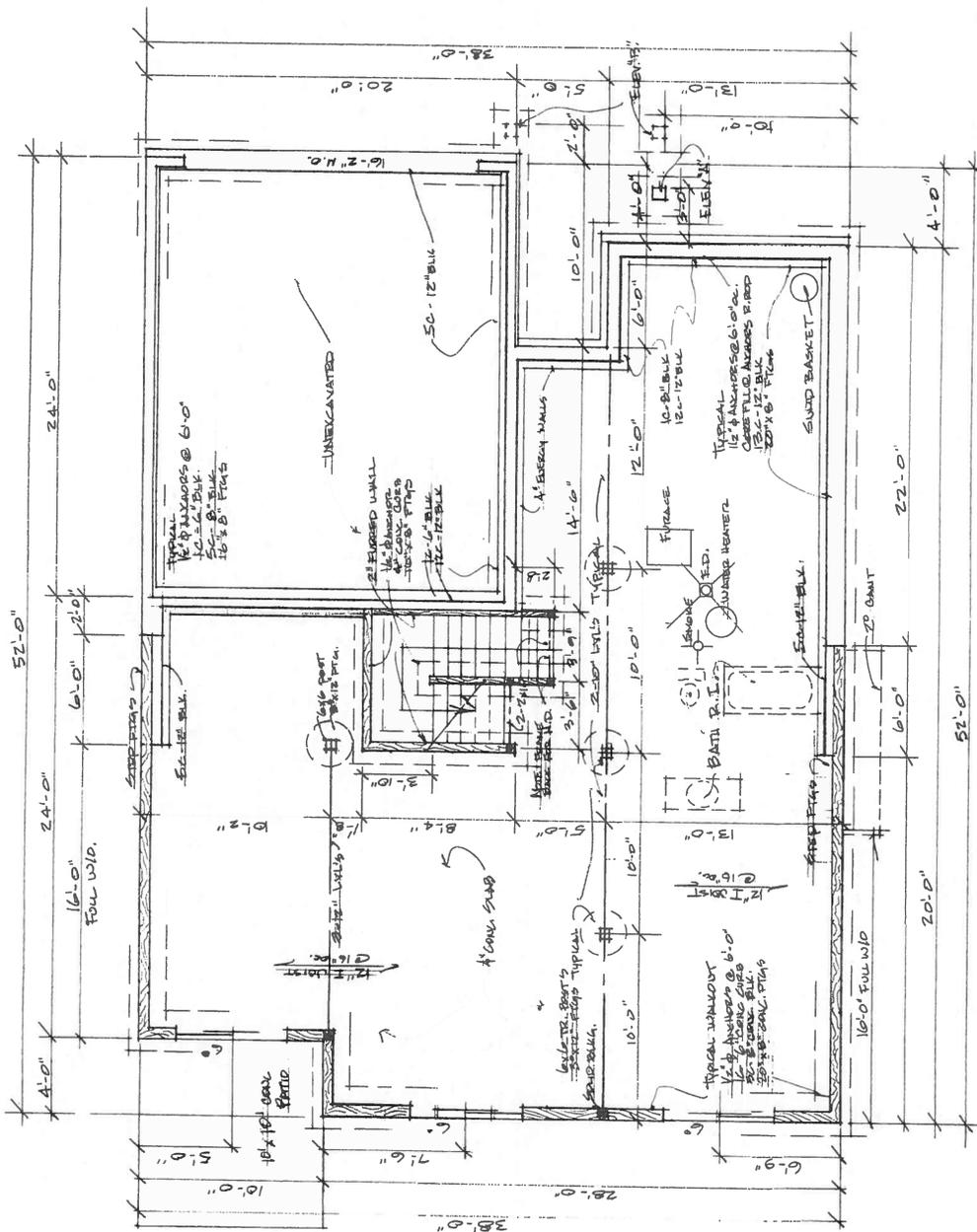


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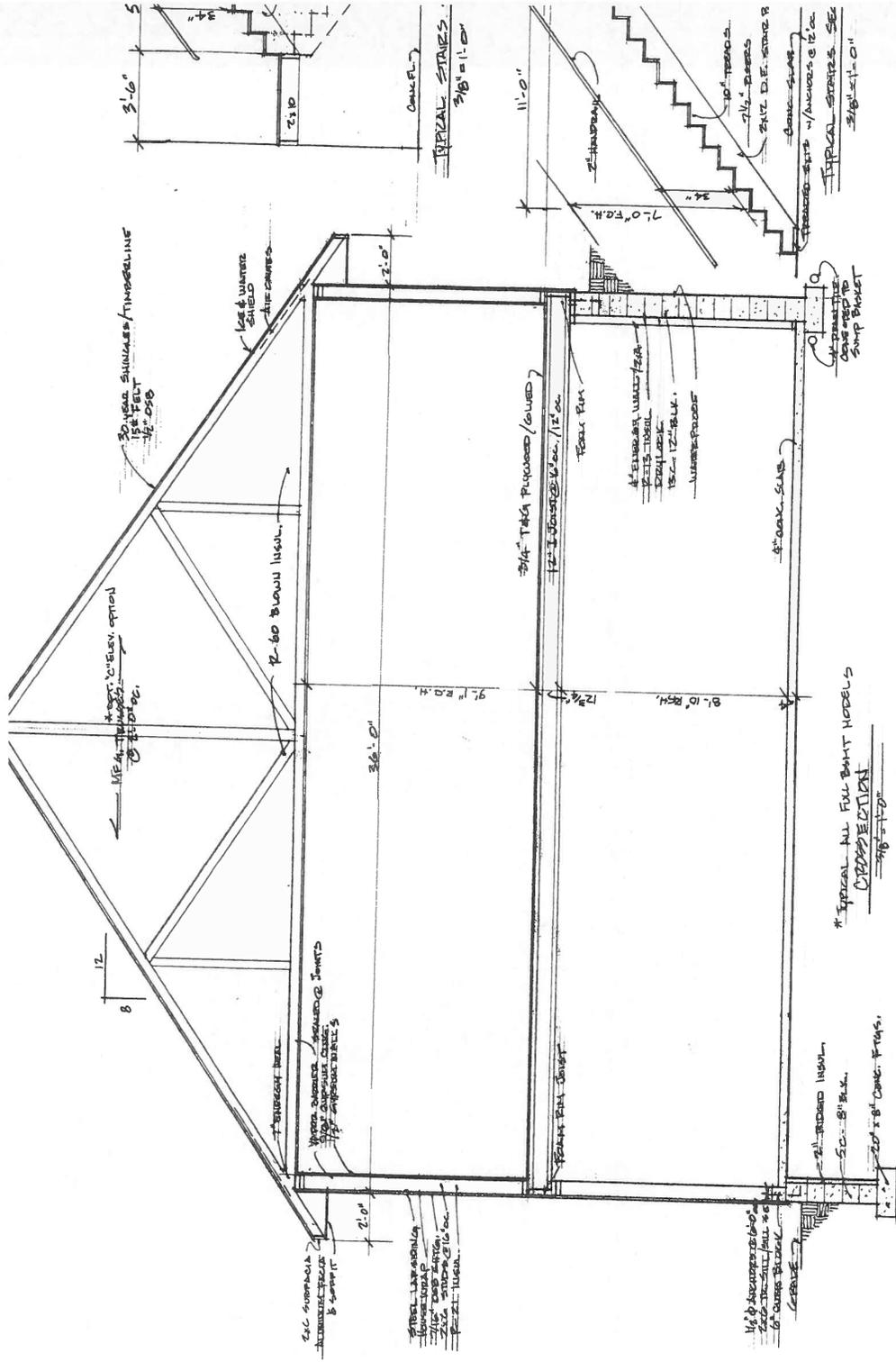
TOLERANCES UNLESS OTHERWISE SPECIFIED
 DECIMAL 1/8"
 FRACTIONAL 1/16"
 CURB 1/4"

FLOOR PLAN 1/4" = 1'-0"
 1875 H SARE / PANO



TOLERANCES		REVISIONS	
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1/4"	2	2	
1/2"	3	3	
3/4"	4	4	
1"	5	5	
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2"	7	7	
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5"	10	10	
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94"	99	99	
95"	100	100	

EXHIBIT E - APPROVED PLANS (1,375 SF)

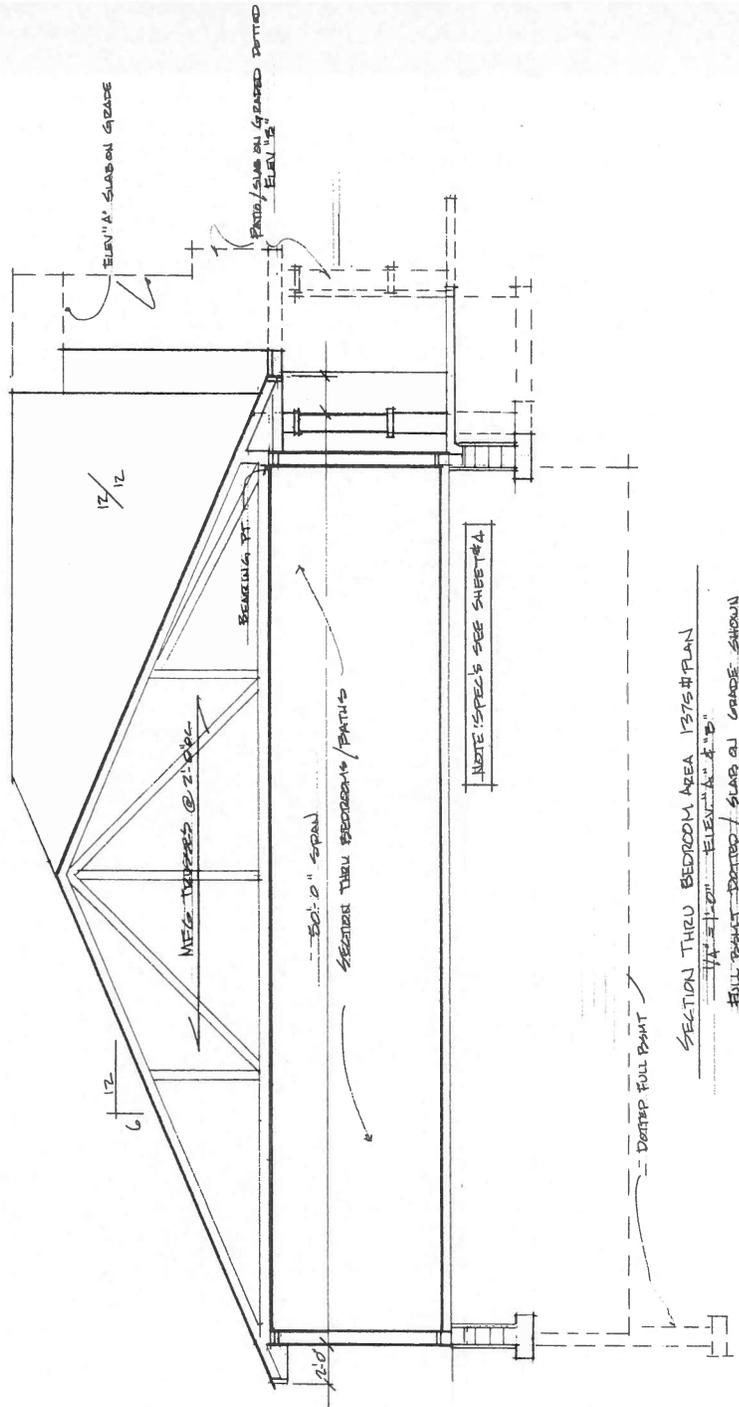


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4		4	
5		5	

DRAWN BY: **BOULDER**
 CHECKED BY: **TYPICAL**
 DATE: **11/15/10**

EXHIBIT E - APPROVED PLANS (1,375 SF)



#5

REVISED		REVISIONS		DRAWN BY	
NO.	DATE	NO.	DATE	NO.	DATE
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3		3		3	
4		4		4	
5		5		5	

SECTION THRU BEDROOM AREA 1375# PLAN
 FULL PART DOTTED / SLAB ON GRADE SHOWN

NOTE: SPEC'S SEE SHEET #4

50'-0" SPAN
 SECTION THRU BEDROOM / PATIO

MEG TRUSSES @ 2'-0"

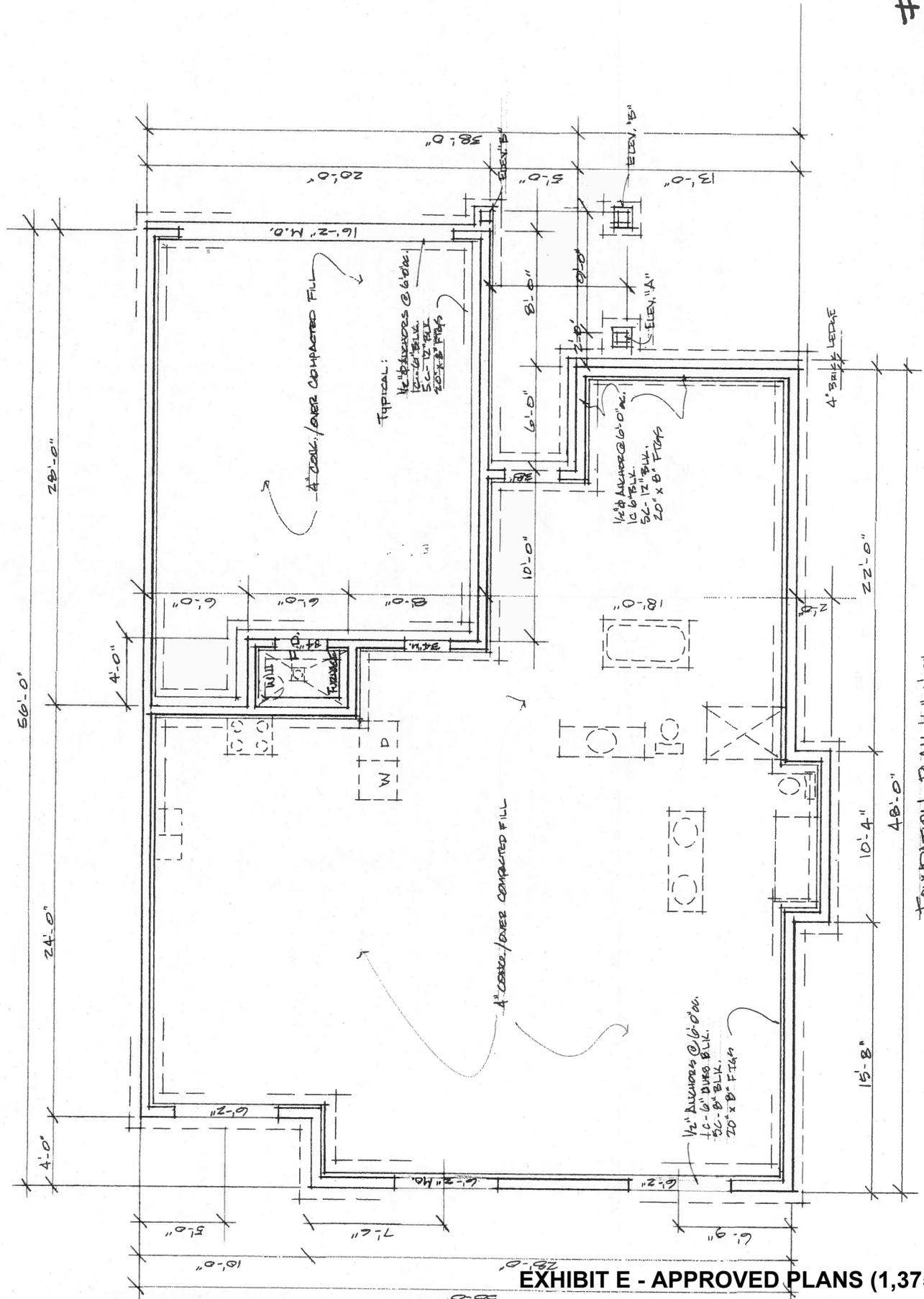
BEAMS @ 2'-0"

12/12

6/12

ELEVATION SLAB ON GRADE

FINISH SLAB ON GRADE DOTTED ELEVATION



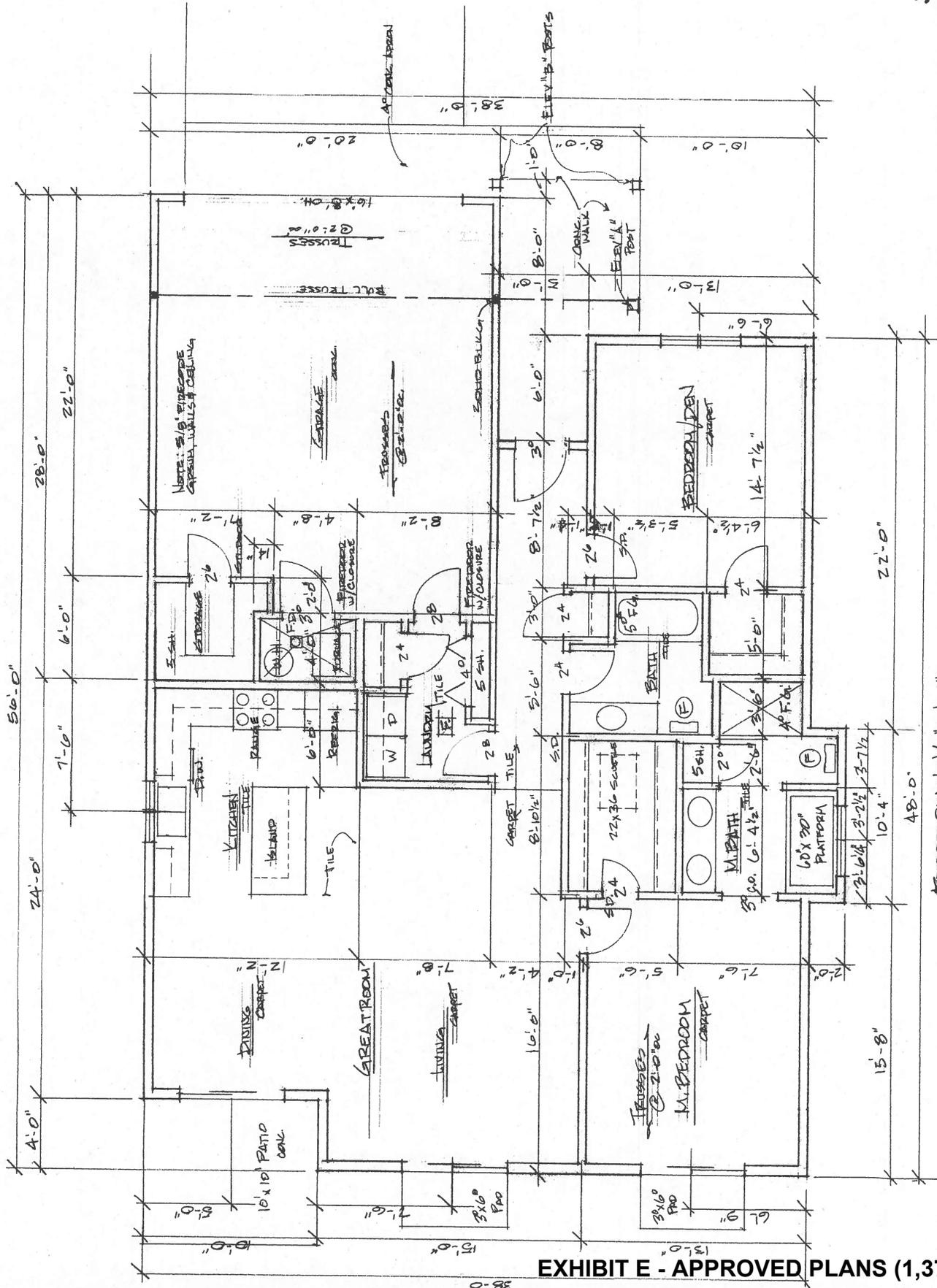
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TOLERANCES (EXCEPT AS NOTED)	REVISIONS		NO.	DATE	BY
DECIMAL	1				
FRACTIONAL	2				
	3				
	4				

PROJECT: BOULDER PRISUTE
 FOUNDATION / SLAB ON 1375 # GRADE
 DRAWN BY: ADS
 SCALE: 1/4" = 1'-0"
 DATE: 03/11/10
 DRAWING NO.: 4

FOUNDATION PLAN 1/4" = 1'-0"
 1375 # SLAB/PATIO

EXHIBIT E - APPROVED PLANS (1,375 SF)



#3

FLOOR PLAN 1/4" = 1'-0"
1375 # SLABS / PATIO

TOLERANCES (EXCEPT AS NOTED)		REVISIONS	
DECIMAL	FRACTIONAL	NO.	DATE
±	±	1	
±	±	2	
±	±	3	
±	±	4	

PROJECT: BOULDER POINTE
 DRAWN BY: A.B.S.
 CHECKED: J.A.F.
 DATE: 10/10/00
 SCALE: 1/4" = 1'-0"
 MATERIAL: 1ST FLOOR 1375 # SLABS
 DRAWING NO.: 44

EXHIBIT E - APPROVED PLANS (1,375 SF)

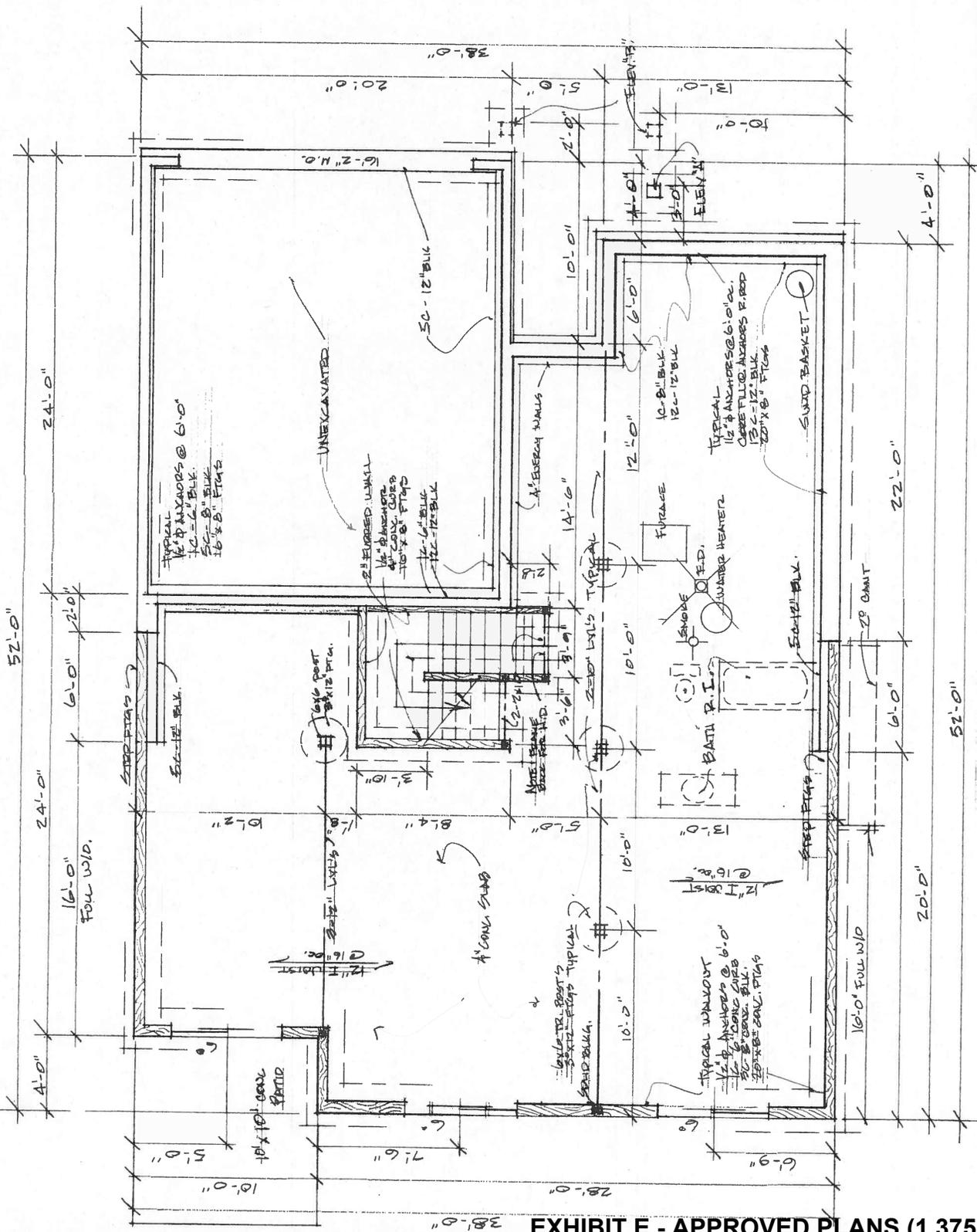
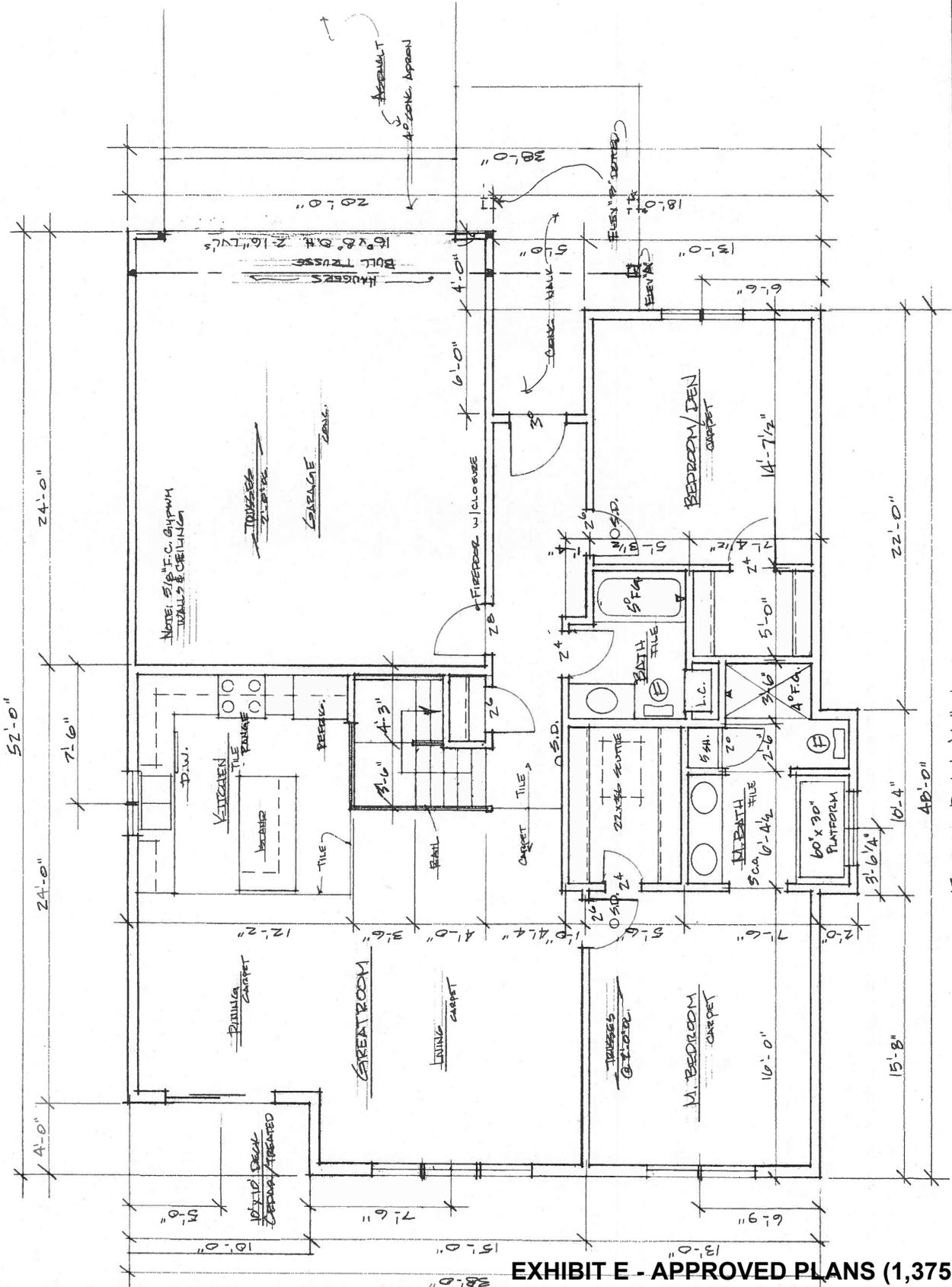


EXHIBIT E - APPROVED PLANS (1,375 SF)

TOLERANCES (EXCEPT AS NOTED)		REVISIONS		DRAWN BY		MATERIAL	
NO.	DATE	NO.	DATE	BY	BY		
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2		2					
3		3					

TOLERANCES: DECIMAL ±, FRACTIONAL ±
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 DRAWN BY: [Blank]; MATERIAL: [Blank]

BOUNDARY POINTS
 FOUNDATIONAL 1375 SF WALKOUT 2

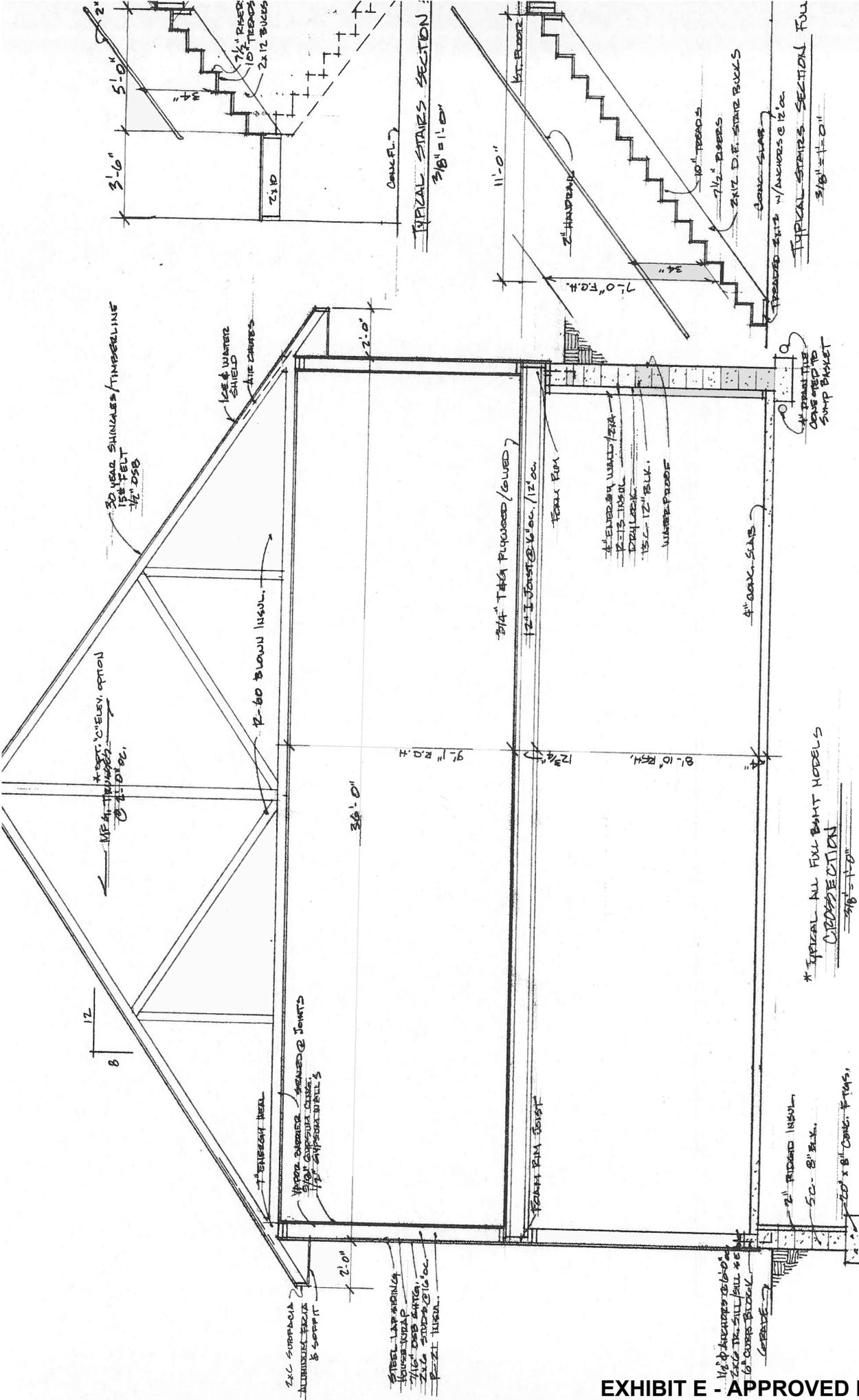


#3

TOLERANCES (EXCEPT AS NOTED)		REVISIONS	
DECIMAL	FRACTIONAL	NO.	DATE
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±	±	2	
±	±	3	
±	±	4	

PROJECT: BOULDER POINTE
 DRAWN BY: J. D. ...
 DATE: 12/10/09
 MATERIAL: 1375 SF WALKOUT
 DRAWING NO.: 1375 # FULL BENT

EXHIBIT E - APPROVED PLANS (1,375 SF)

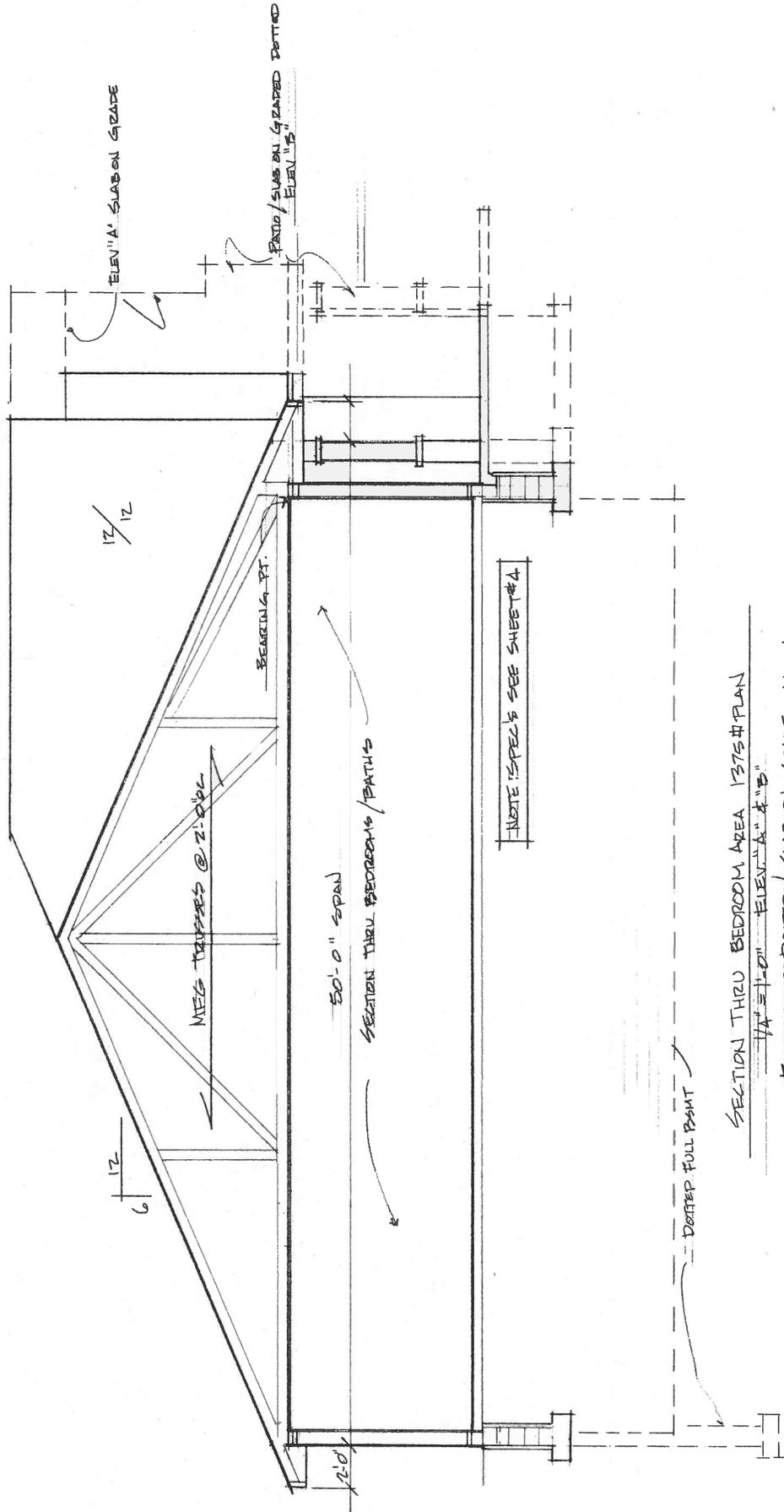


#4

TOLERANCES UNLESS NOTED		REVISIONS	
NO.	DATE	NO.	DATE
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2		2	
3		3	
4		4	

TYPICAL SECTIONS		BOLDER POINTE	
NO.	DATE	NO.	DATE
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2		2	
3		3	
4		4	

EXHIBIT E - APPROVED PLANS (1,375 SF)



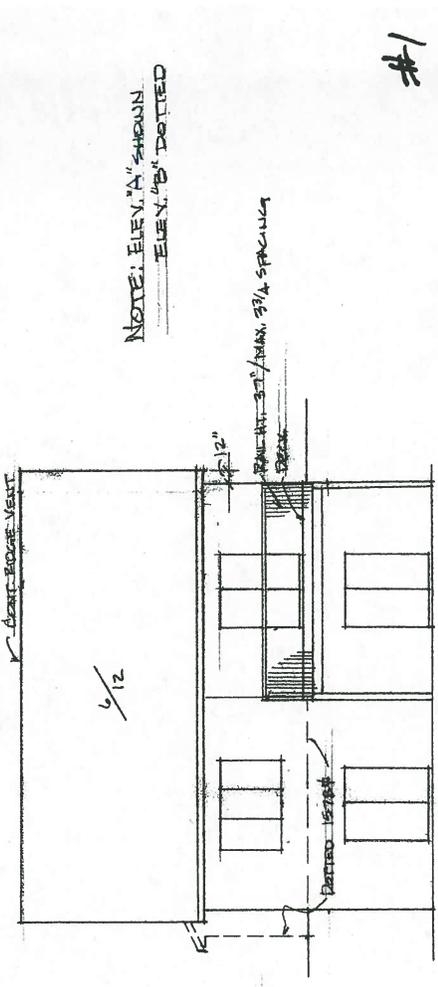
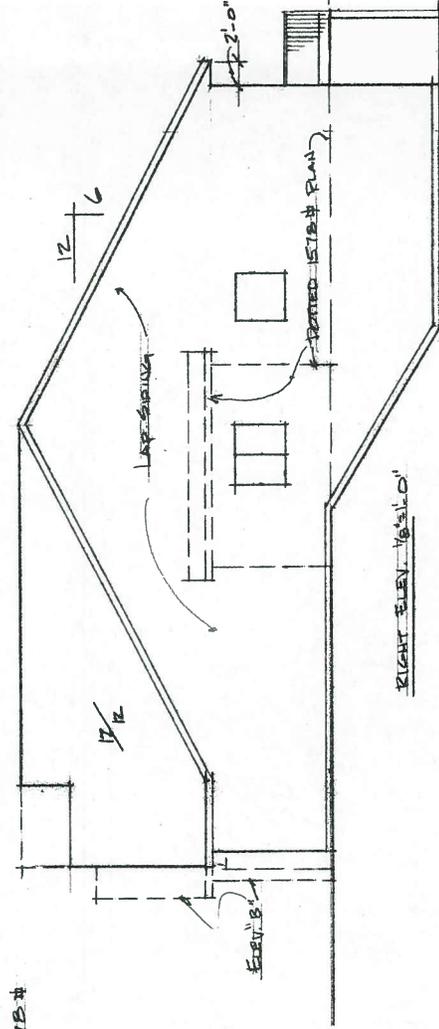
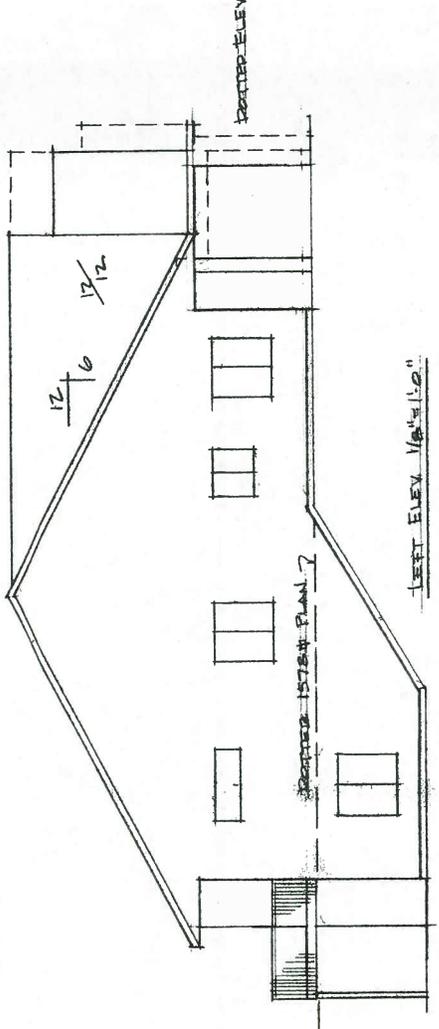
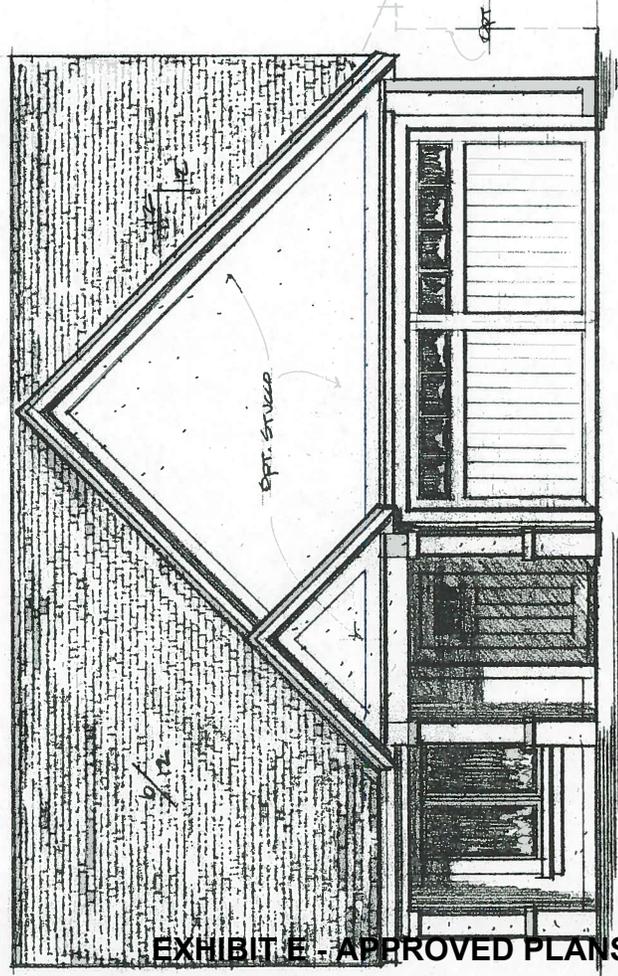
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TOLERANCES		REVISIONS	
EXCEPT AS NOTED	NO.	DATE	BY
DECIMAL	1		
FRACTIONAL	2		

DESIGNED BY	ADP	SCALE	1/4" = 1'-0"	MATERIAL	
CHECKED BY		DATE	1-1-00	DRAWING NO.	11
				PROJECT	BOULDER POINTE
				SECTION	SECTION / TRUSSES

EXHIBIT E - APPROVED PLANS (1,375 SF)

10-1578 #
 Full Bsmt.
 #
 Slab on Grade
 + Landscape



NOTE: ELEV. "A" SHOWN
 ELEV. "B" DOTTED

#1

TOLERANCES (EXCEPT AS NOTED)		REVISIONS		BY		BOUNDARY POINTS	
DECIMAL	FRACTIONAL	NO.	DATE				
±	±	1					
±	±	2					
±	±	3					
±	±	4					
±	±	5					

1578 # / 1562 # ELEV. A
 DRAWN BY: [Signature]
 CHK'D: [Signature]
 DATE: 8/12/09
 SCALE: 1/8" = 1'-0"
 DRAWING NO. 1578
 TRACED

SHE 5/16

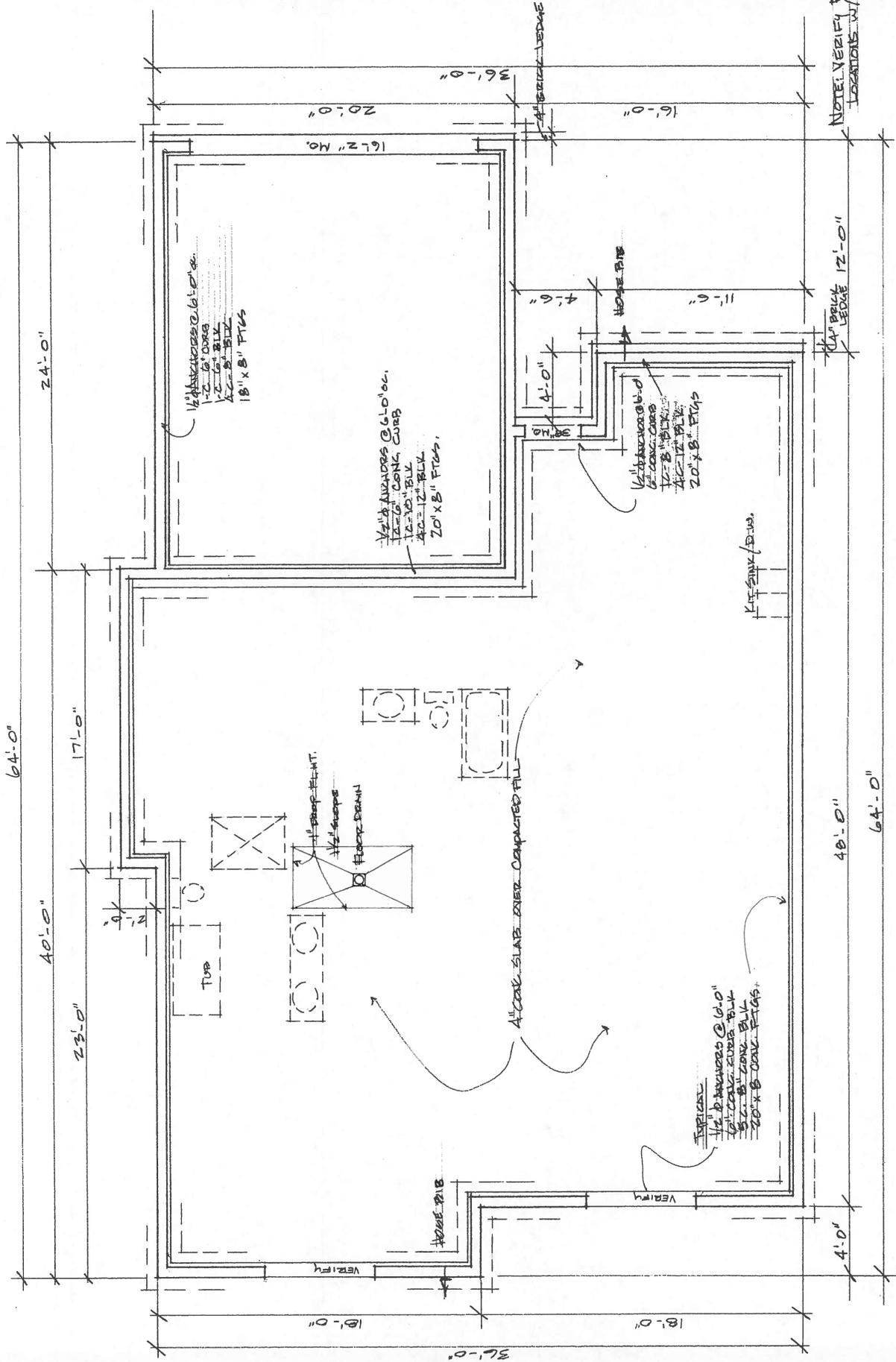


EXHIBIT E - APPROVED PLANS (1,578 SF)

FOUNDATION PLAN 1/4"=1'-0"
1578 #

TOLERANCES UNLESS NOTED		REVISIONS	
DECIMAL	FRACTIONAL	NO.	DATE
±	±	1	
±	±	2	
±	±	3	
±	±	4	
±	±	5	

PROJECT	BOULDER POINTE
DRAWN BY	1578 # SLAB/PATIO
CHECKED BY	
DATE	8/11/09
DRAWING NO.	1578 #
MATERIAL	
TRACED	
APP'D	
SHEET	

NOTE: VERIFY POST LOCATIONS W/ELEV.

1/4" BELK LEDGE 12'-0"

40'-0"

64'-0"

TYPICAL
1/4" B ANCHORS @ 6'-0"
6" CONC. CURB, BLK
5'-0" CONC. BLK
20" X 8" FTS

1/4" B ANCHORS @ 6'-0"
6" CONC. CURB
12'-0" BLK
4'-0" X 12" BLK
20" X 8" FTS

1/4" B ANCHORS @ 6'-0"
1'-0" CONC. CURB
12'-0" BLK
4'-0" X 12" BLK
20" X 8" FTS

4" CONC. SLAB OVER COMPACTED FILL

1/4" B ANCHORS
1/2" SLOPE
ELECT. DRINK

TUB

1/4" BELK LEDGE

HOSE PIPE

1/4" BELK LEDGE

20'-0"

16'-2" MO

24'-0"

64'-0"

23'-0"

17'-0"

40'-0"

23'-0"

18'-0"

36'-0"

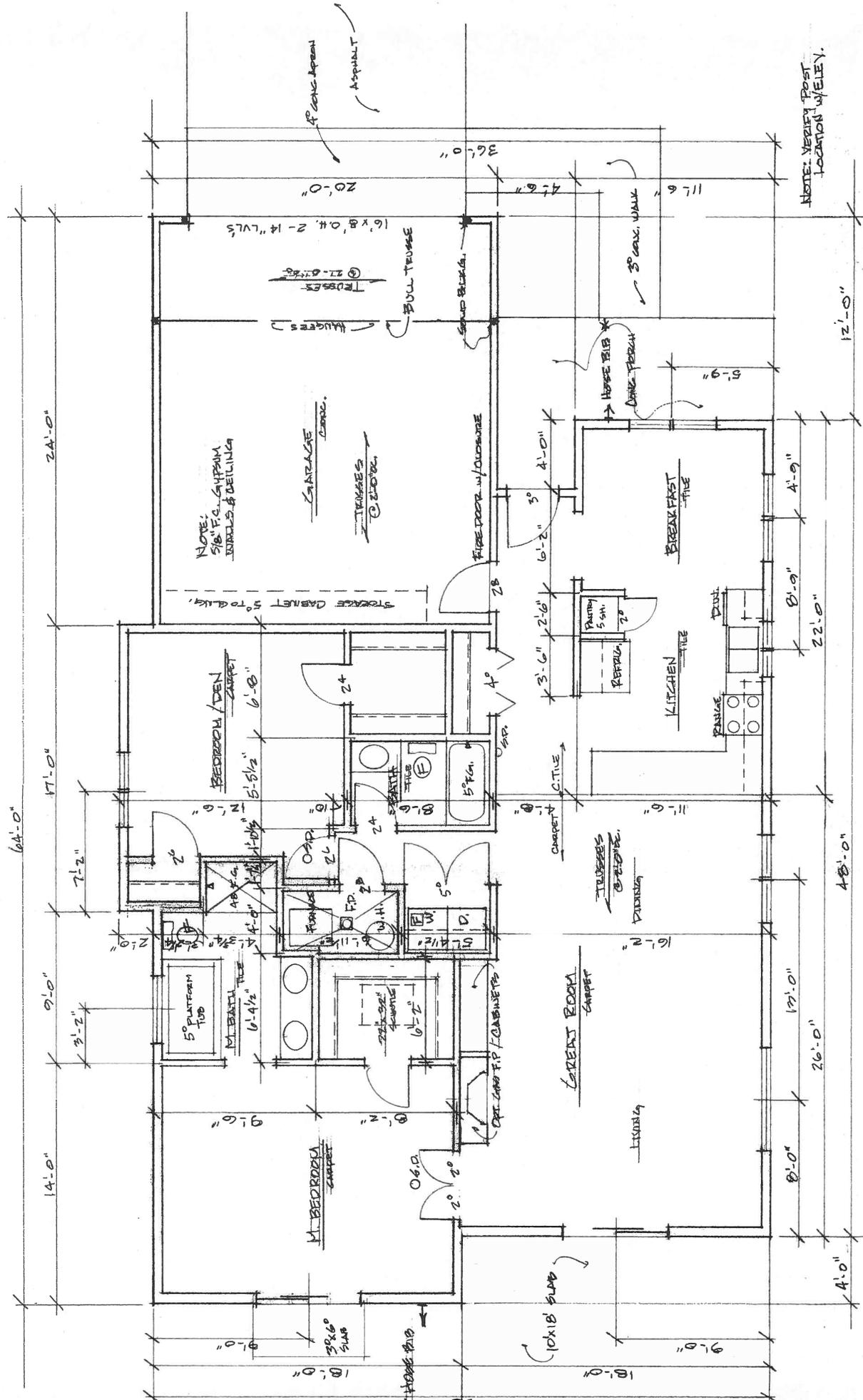
18'-0"

4'-0"

VERIFY

HOSE PIPE

VERIFY



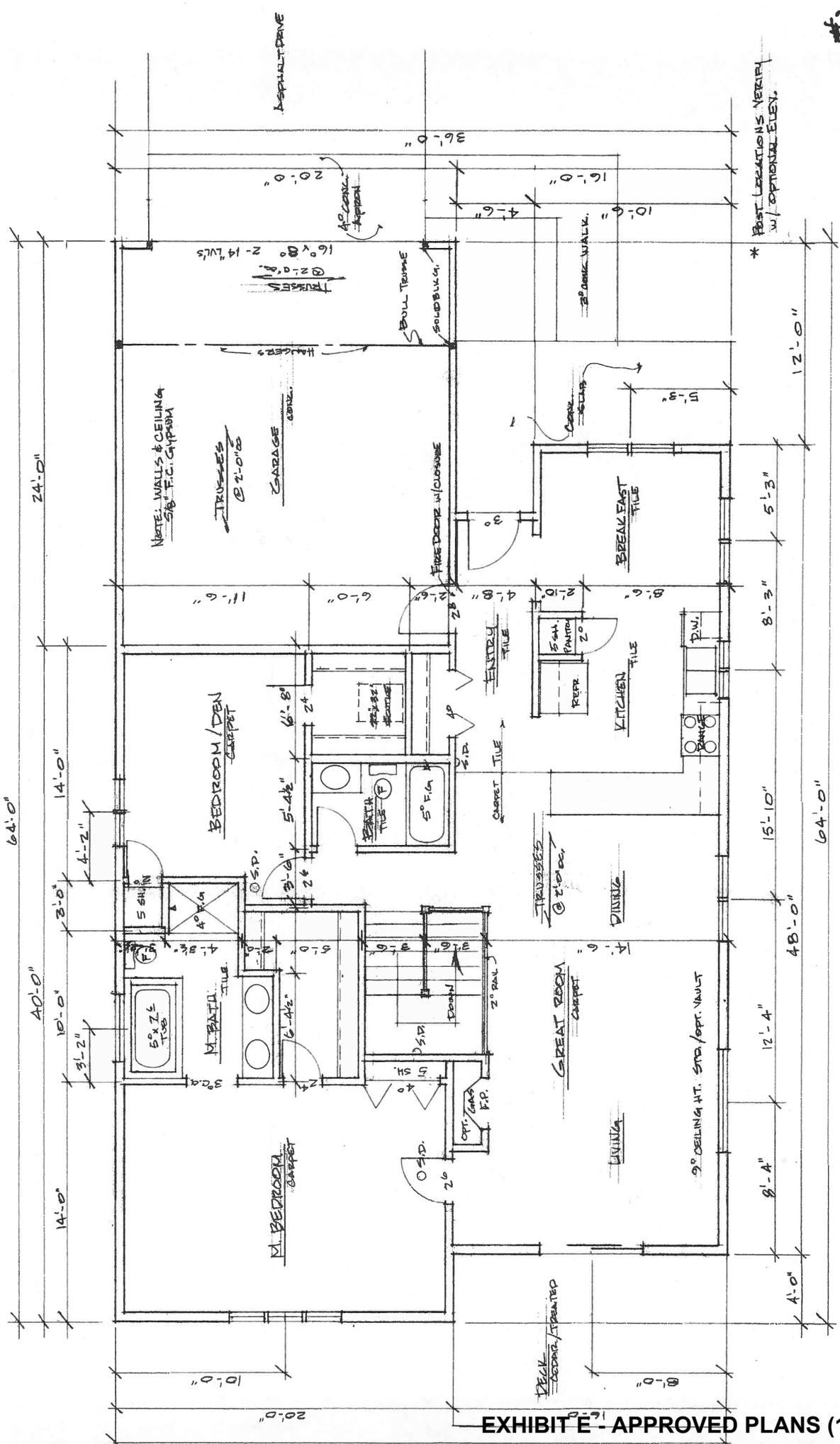
FLOOR PLAN VIA 1'-0" = 1'-0"
16-78 #

EXHIBIT E - APPROVED PLANS (1,578 SF)

TOLERANCES (UNLESS AS NOTED)		REVISIONS	
DECIMAL	FRACTIONAL	NO.	DATE
1/8"	1/16"	1	
1/4"	1/32"	2	
3/8"	1/64"	3	
1/2"	1/128"	4	
3/4"	1/256"	5	
1"	1/512"	6	

BOULDER POINTE	
1578# SLAB/PATIO	MATERIAL
SCALE = 1'-0"	DRAWING
DATE 8/11/09	APP. SHEET
TRACED	

DESIGNED BY	CHECKED BY	DATE	BY



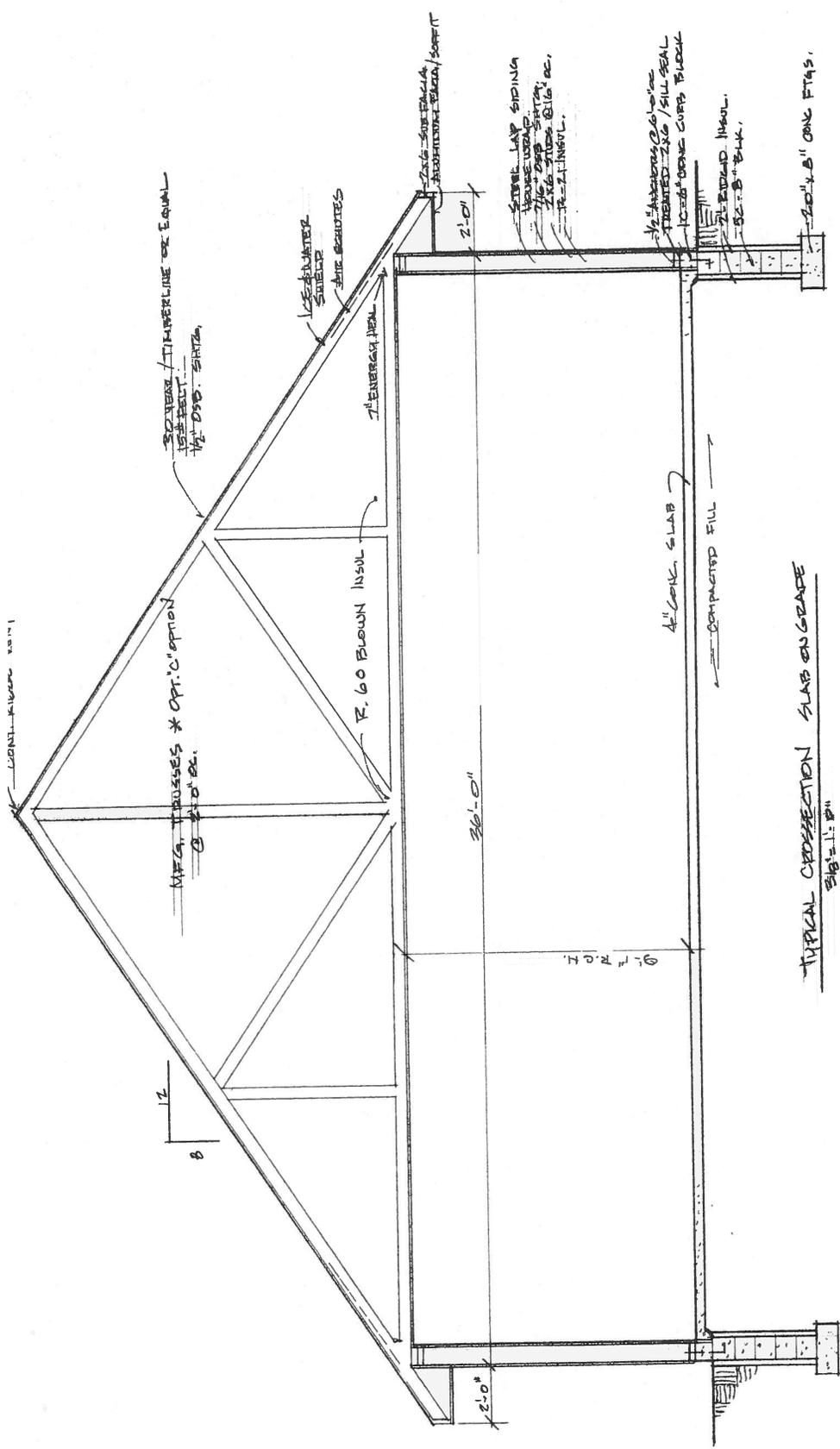
#3

FIRST FLOOR PLAN 1/4" = 1'-0"
1552 #

TOLERANCES (EXCEPT AS NOTED)		REVISIONS	
DECIMAL	FRACTIONAL	NO.	DATE
±	±	1	
±	±	2	
±	±	3	
±	±	4	
±	±	5	

PROJECT		RODGER POINTE
DRAWING NO.		1552 # / FULL BASEMENT
DATE	APP'D	
8/10/09		
TRACED		
SHEET		

EXHIBIT E - APPROVED PLANS (1,578 SF)



TYPICAL CROSS SECTION SLAB ON GRADE
 3/16" = 1' = 8"

TOLERANCES (UNLESS AS NOTED)		REVISIONS	
NO.	DATE	NO.	DATE
1		1	
2		2	
3		3	

BOULDER POINTE	
TYPICAL SECTION	SLAB
DATE	3/16/11
BY	CHD

#17

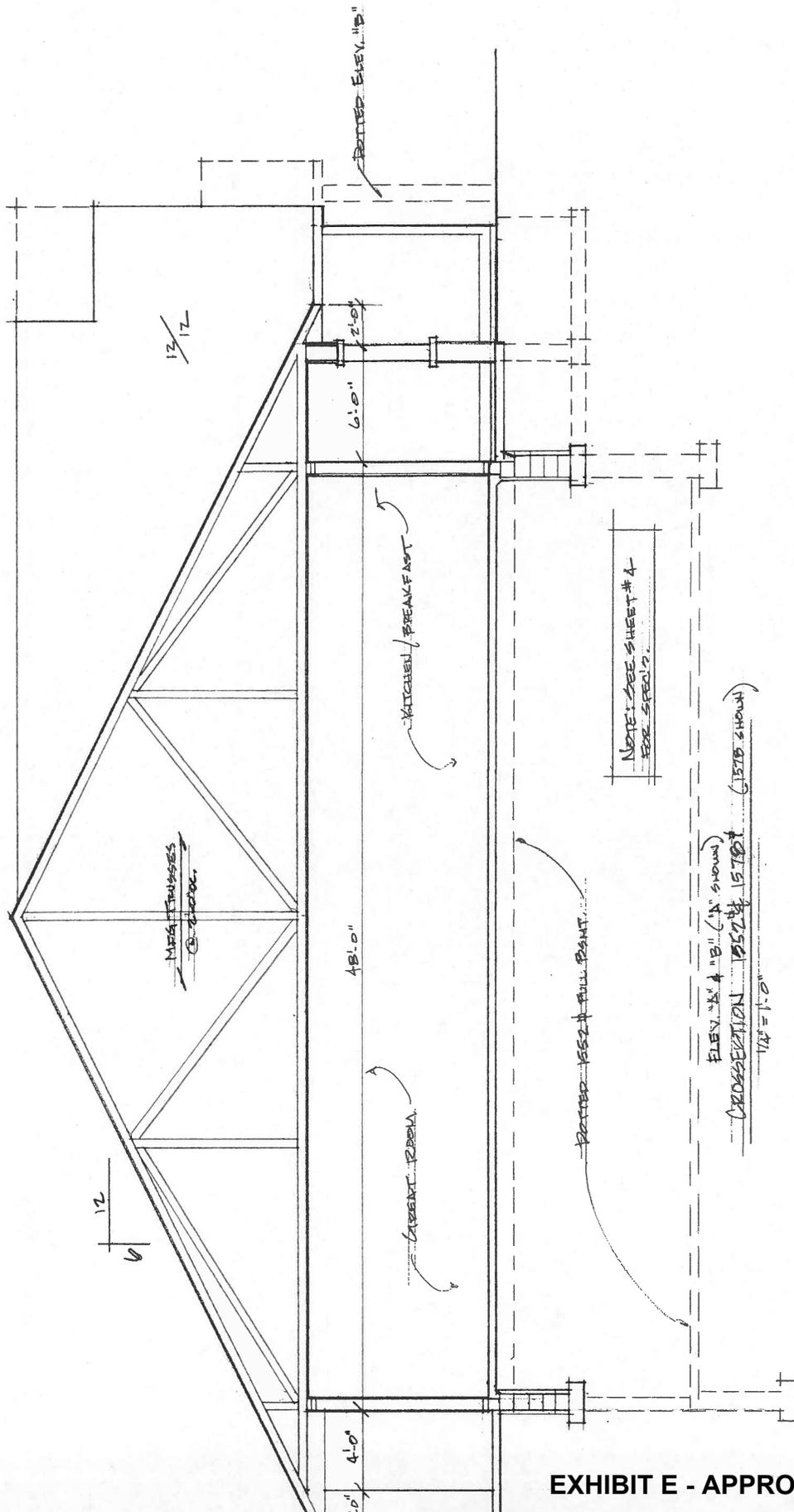


EXHIBIT E - APPROVED PLANS (1,578 SF)

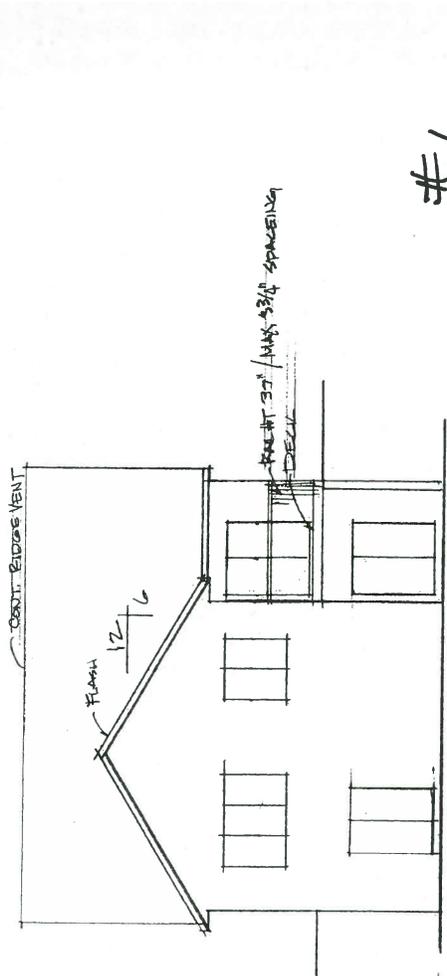
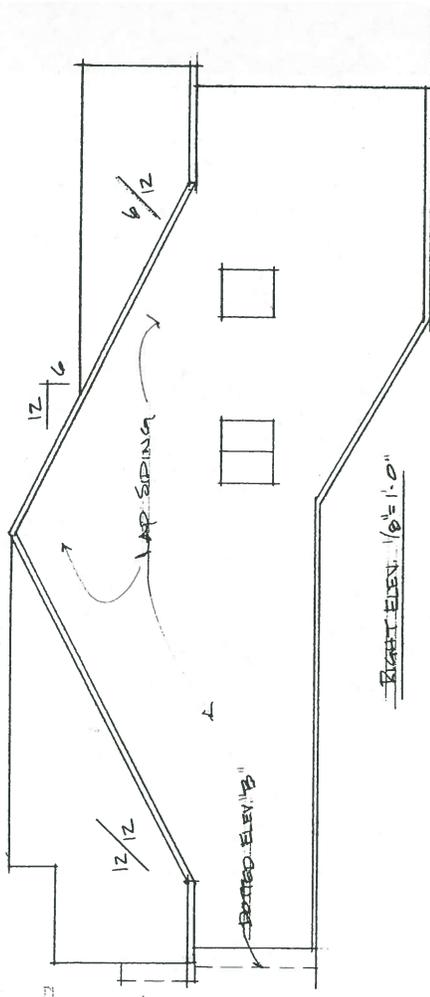
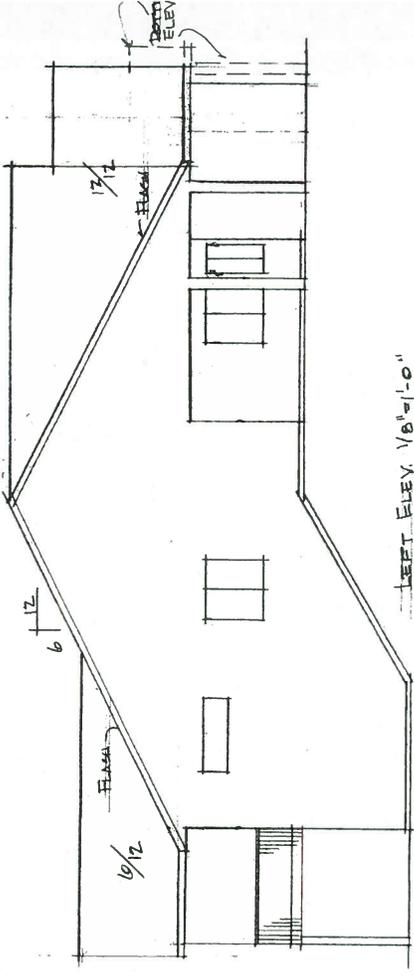
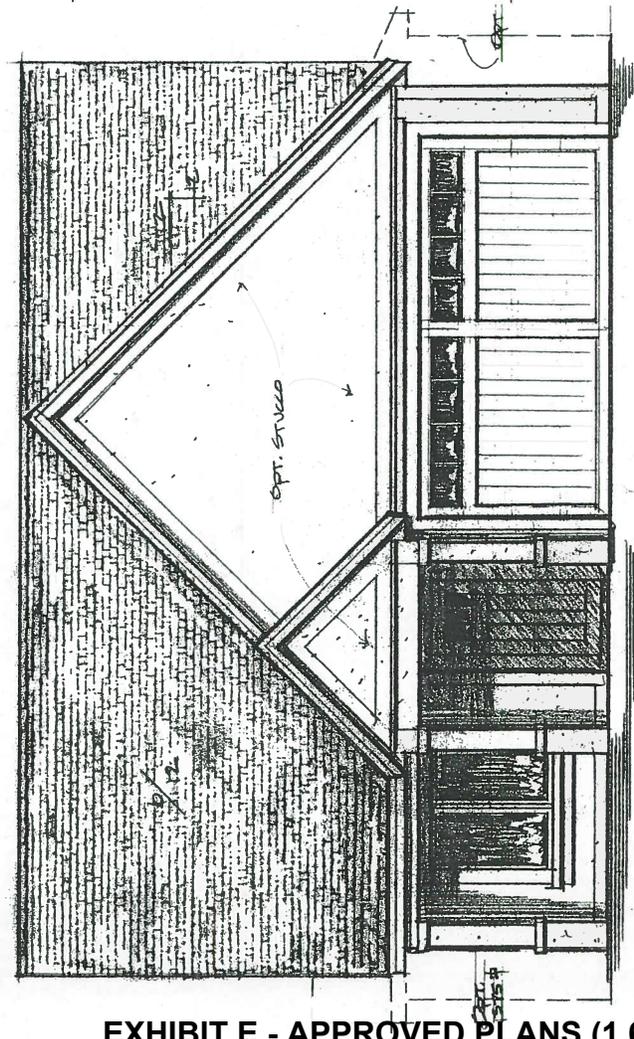
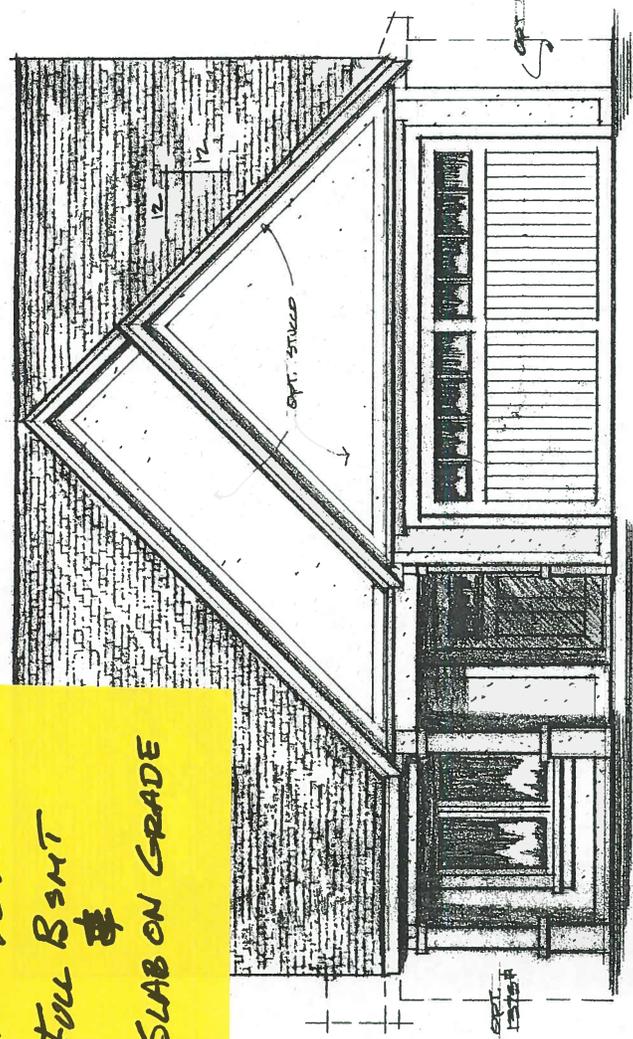
#2

TOLERANCES (EXCEPT AS NOTED)		REVISIONS	
DECIMAL	FRACTIONAL	NO.	DATE
±	±	1	
±	±	2	
±	±	3	
±	±	4	
±	±	5	

DRAWN BY: ANAS, J.
 CHECKED: ANAS, J.
 DATE: 12/12/09
 TRACED: ANAS, J.

PROJECT: RESIDENTIAL
 DRAWING NO: ELEV. & B. CROSS SECTION
 SHEET: 2

10-1672A
 Full Bsmt
 #
 SLAB ON GRADE



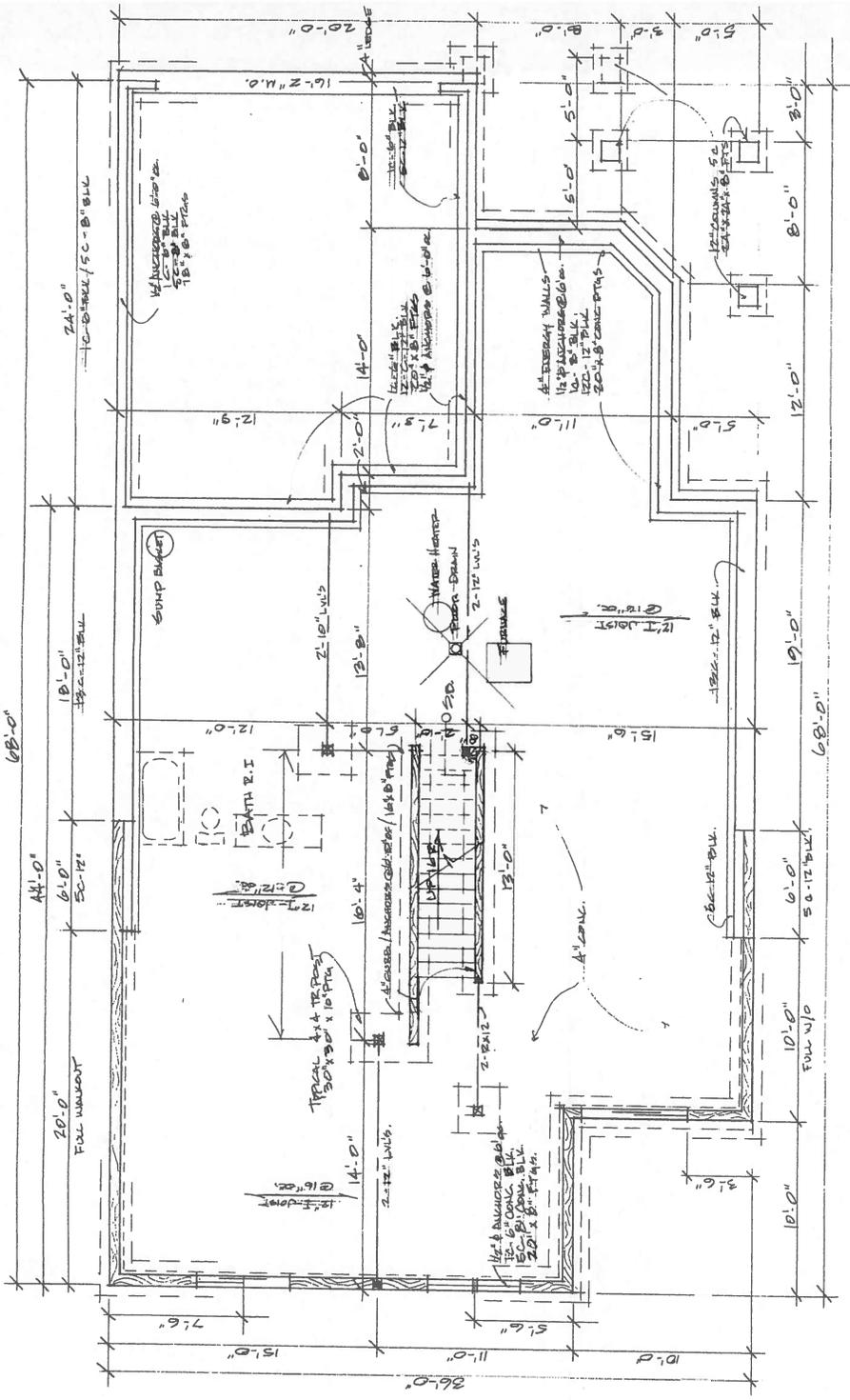
#1

TOLERANCES (unless annotated)		REVISIONS	
NO.	DATE	NO.	DATE
1		1	
2		2	
3		3	
4		4	

DECIMAL
 FRACTIONAL
 ANGULAR

DESIGNED BY	1072# ELEV. A & B
DRAWN BY	ASB
CHECKED BY	BLZ/09
DATE	11/11
MATERIAL	
DRAWING	

EXHIBIT E - APPROVED PLANS (1,672 SF)

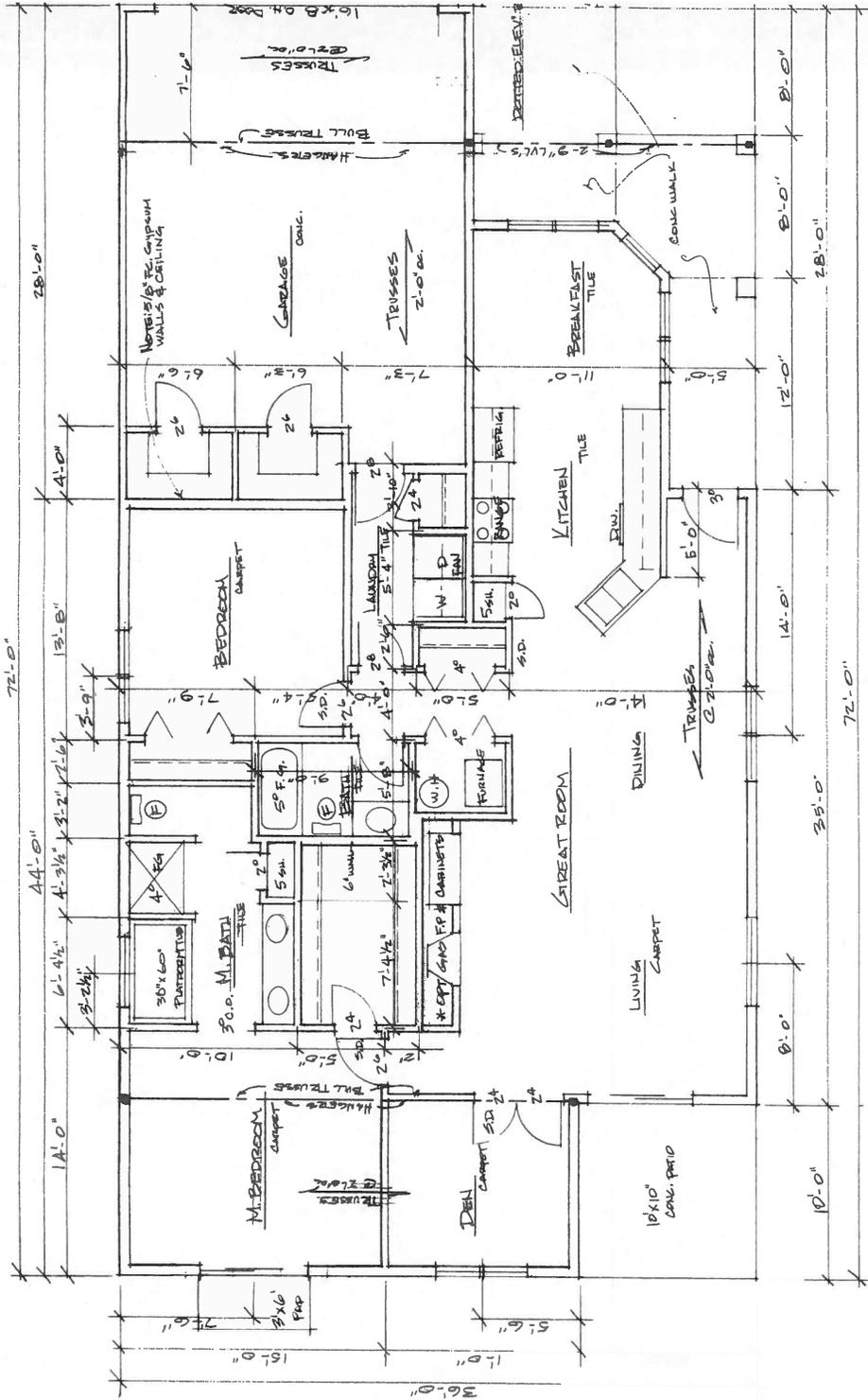


FOUNDATION PLAN 1/4" = 1'-0" 1672 #
 1/4" = 1'-0" WALLOUT

#2

TOLERANCES		REVISIONS		PROJECT	
DECIMAL	FRACTIONAL	NO.	DATE	BY	SCALE
1					
2					

BOULDER PE
 FOUNDATION 1672
 DRAWN BY: _____

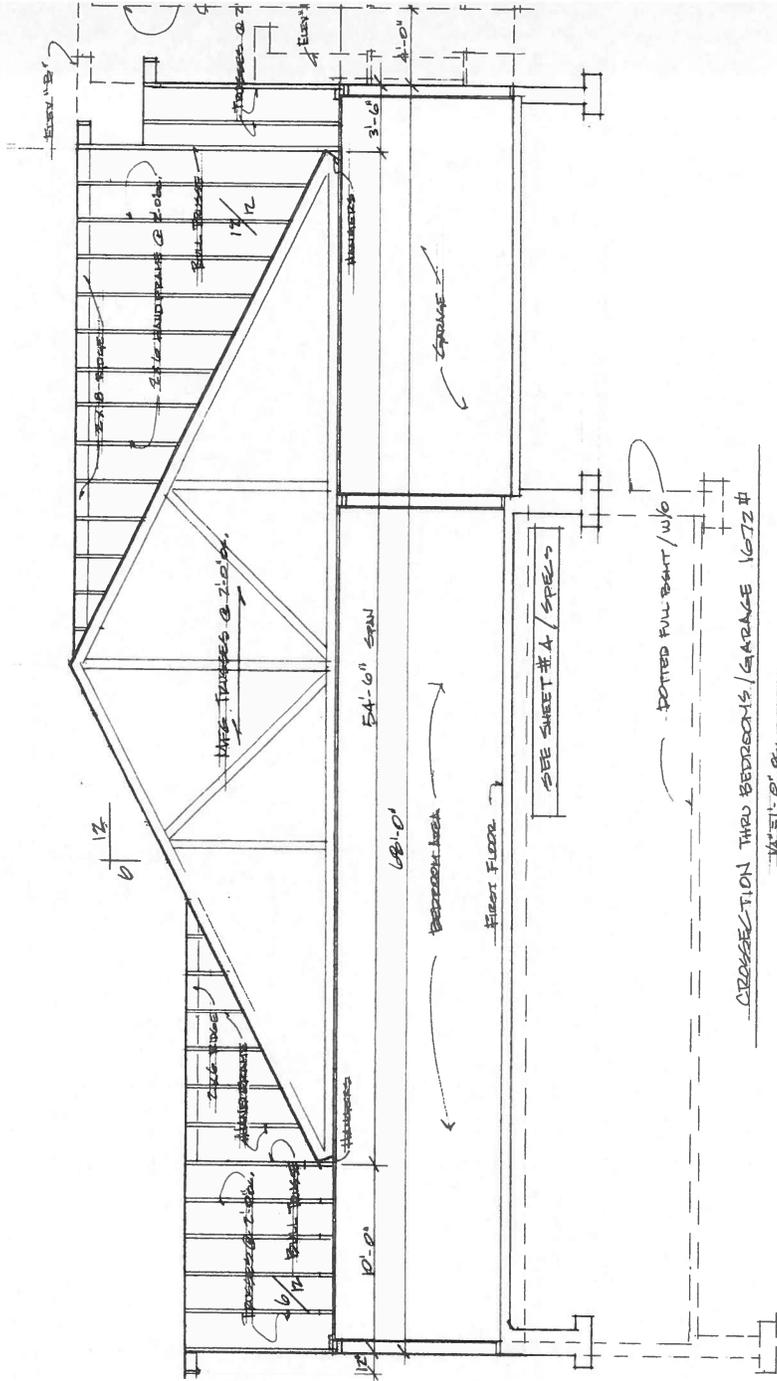


FLOOR PLAN 1/4" = 1'-0" 1672 SF SLAB ON GRADE

#

TOLERANCES		REVISIONS	
UNLESS NOTED OTHERWISE	NO.	DATE	BY
DECIMAL	1		
FRACTIONAL	2		
ANGULAR	3		
	4		

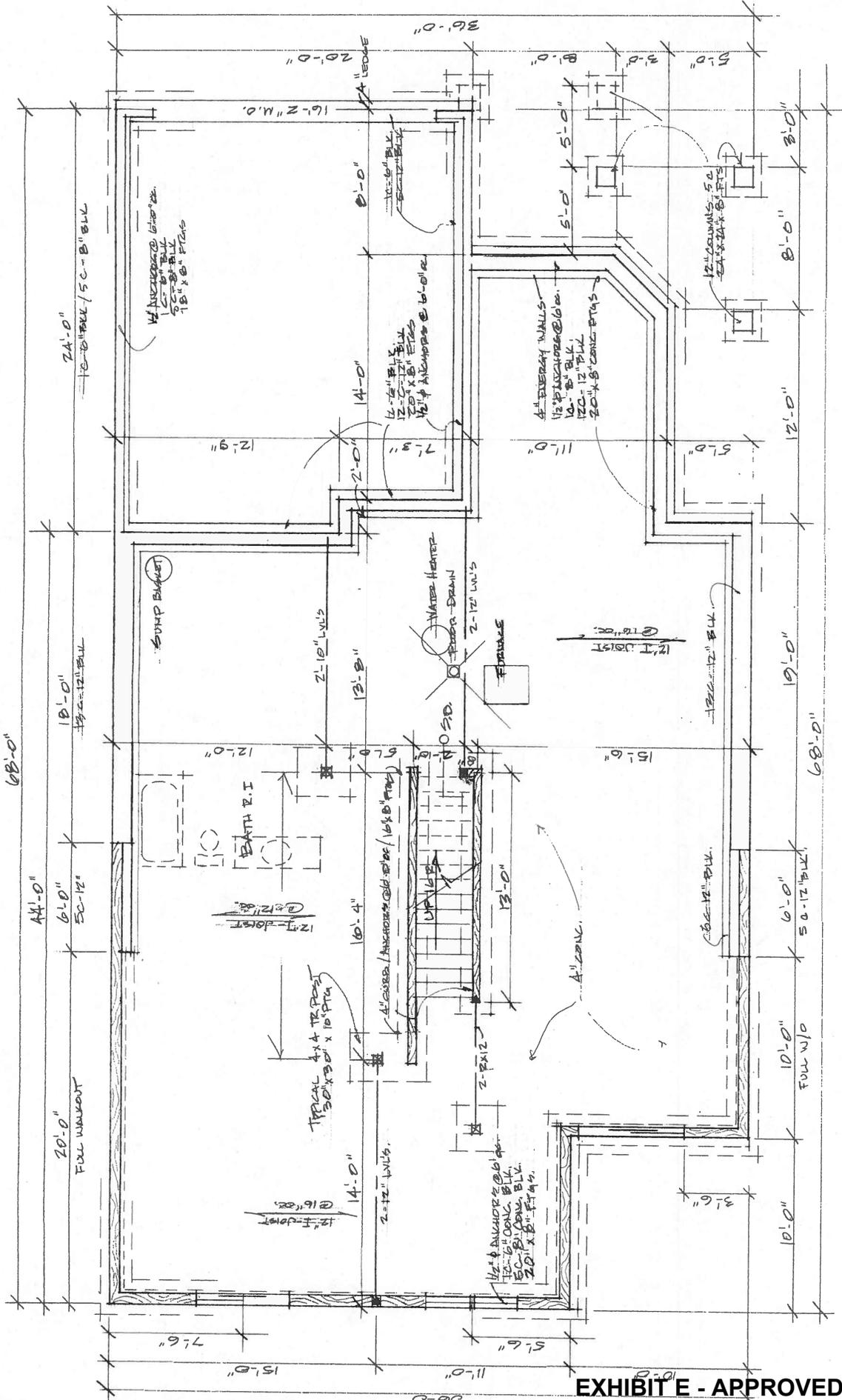
DRAWN BY: BOBBER BOB
 CHECKED BY: BOBBER BOB
 DATE: 1/11/12
 SCALE: 1/4" = 1'-0"



#5

TOLERANCES UNLESS NOTED OTHERWISE		REVISIONS	
NO.	DESCRIPTION	DATE	BY
1	ORIGINAL		
2	FRACTIONAL		
3	ANGULAR		

EXHIBIT D
 SECTION TALKS
 A.D.P. # 1672
 C.H.S. # 1672

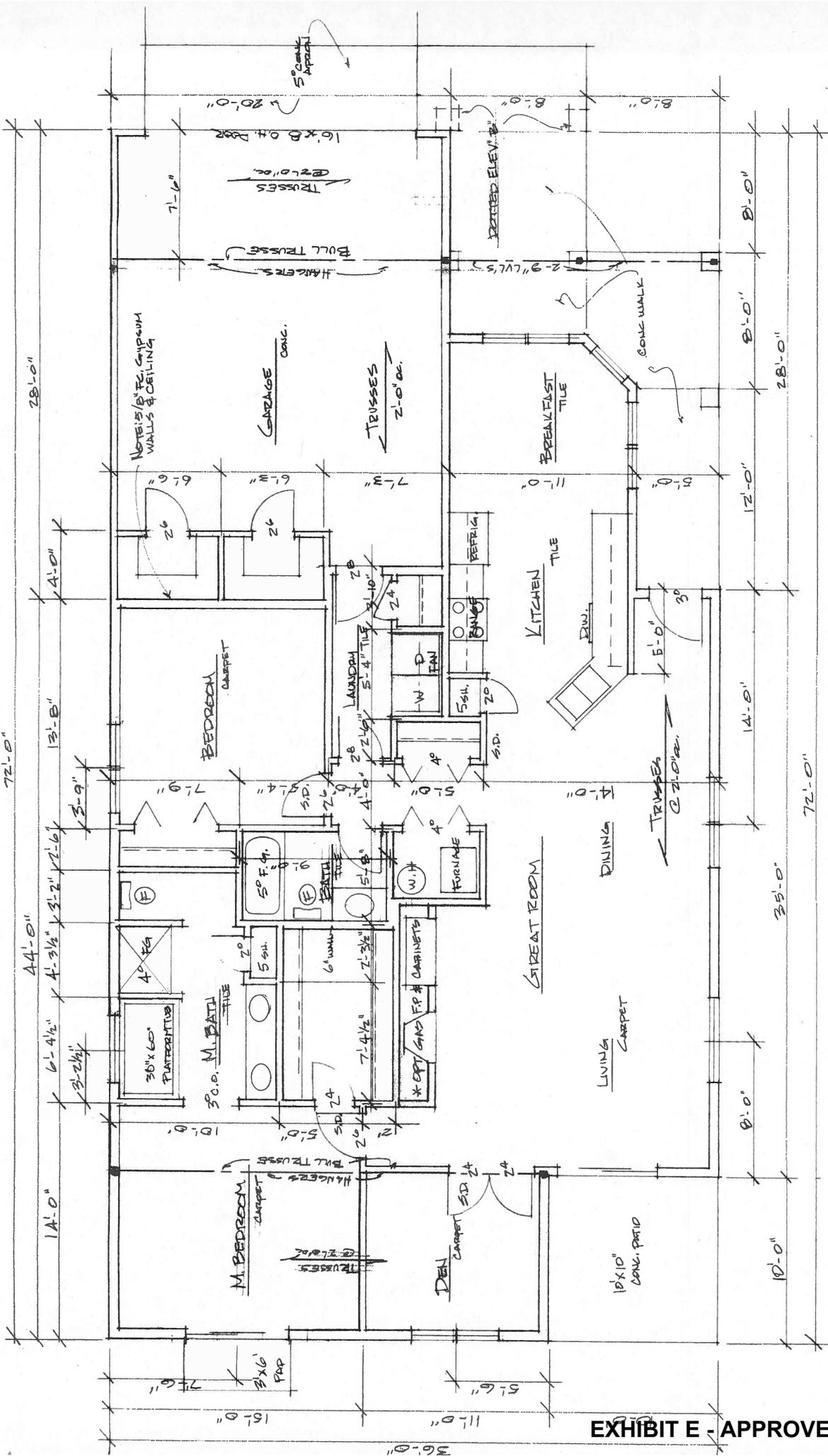


#2

FOUNDATION PLAN 1/4" = 1'-0" 1672 #
 1/4" = 1'-0" WALKOUT

EXHIBIT E - APPROVED PLANS (1,672 SF)

TOLERANCES (EXCEPT AS NOTED)		REVISIONS		BOULDER POINTE	
DECIMAL	FRACTIONAL	NO.	DATE	BY	MATERIAL
±		1			FOUNDATION 1672 # WALKOUT
±		2			

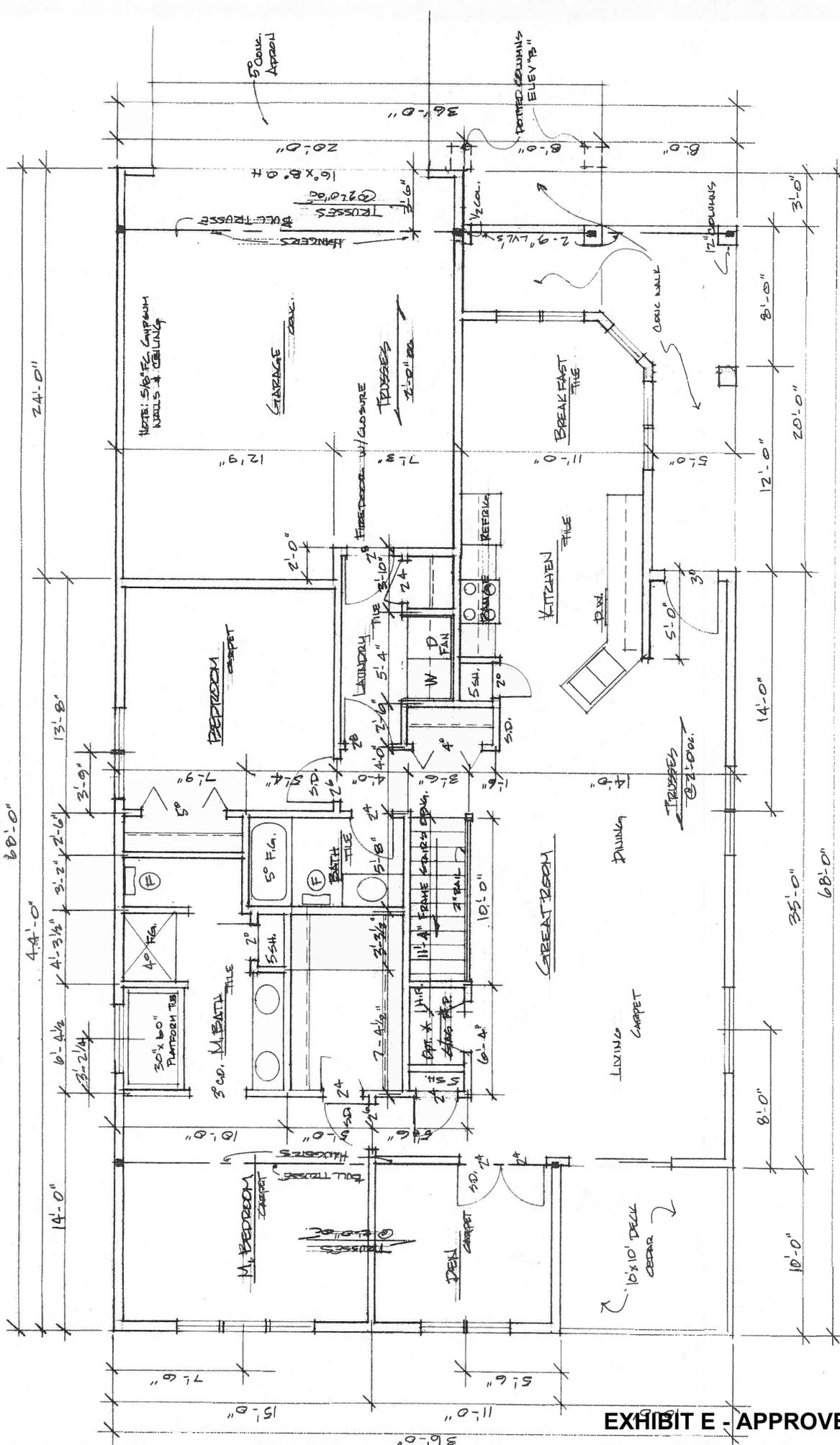


FLOOR PLAN 1/4" = 1'-0" 1672 # SLABS ON GRADE

3

TOLERANCES (EXCEPT AS NOTED)		REVISIONS	
NO.	DESCRIPTION	NO.	DATE
1	DECIMAL		
2	FRACTIONAL		
3	±		
4	ANGULAR		

DRAWN BY: BOULDER POINTE
 CHECKED BY: FLOORPLAN 1672 #
 DATE: 1/11
 MATERIAL: SLABS ON GRADE
 DRAWING NO.: 44



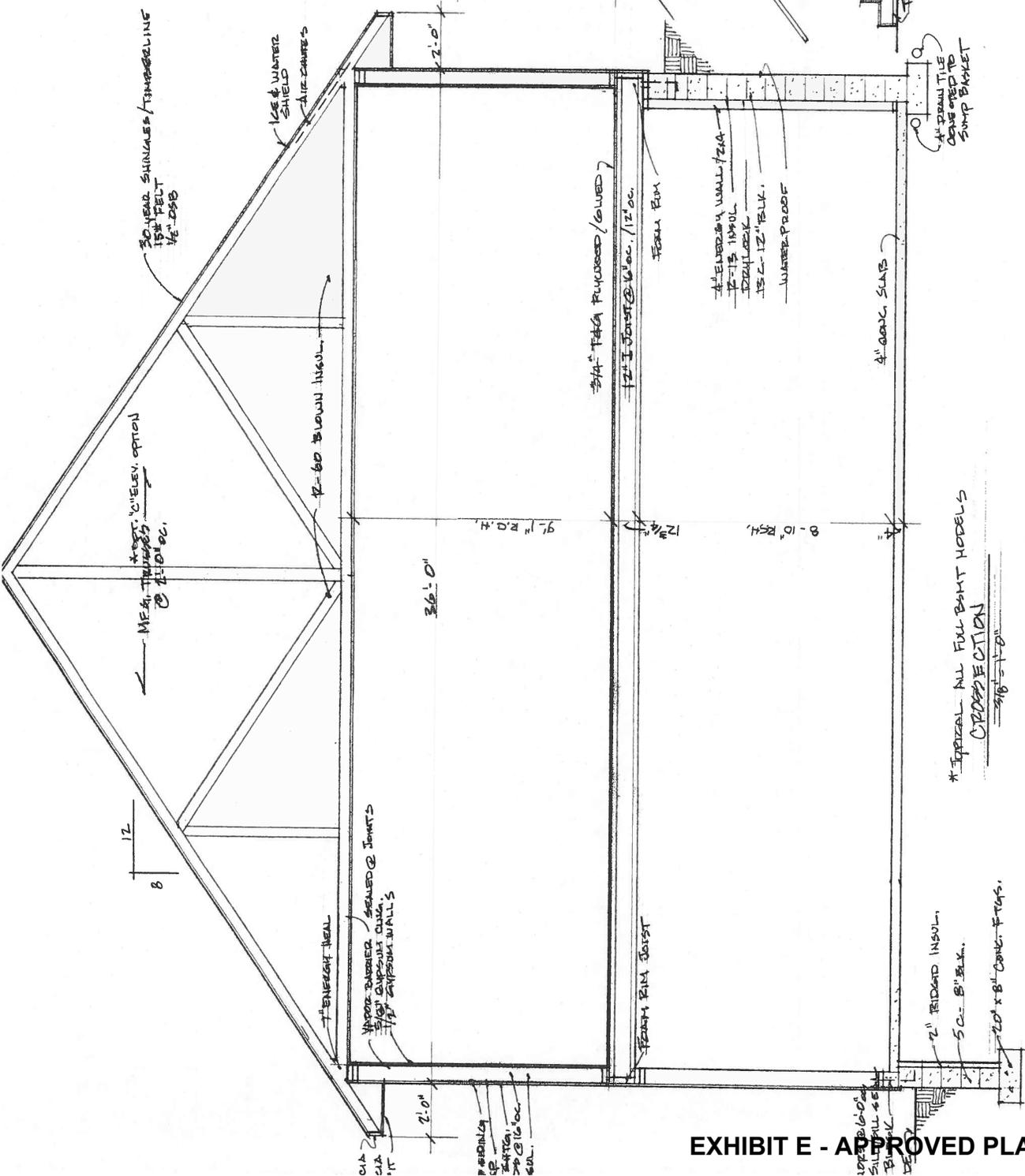
FLOOR PLAN 1/4" = 1'-0" 1672 SF
 1/4" = 1'-0" WALKOUT

#3

TOLERANCES (EXCEPT AS NOTED)		REVISIONS	
DECIMAL	FRACTIONAL	NO.	DATE
1/8"	1/16"	1	
1/4"	1/32"	2	
3/8"	1/64"	3	
1/2"	1/32"	4	

PROJECT	BOULDER POINTE
DRAWN BY	ADP
CHECKED BY	
DATE	
SCALE	1/4" = 1'-0"
MATERIAL	
DRAWING NO.	
	# 2

EXHIBIT E - APPROVED PLANS (1,672 SF)



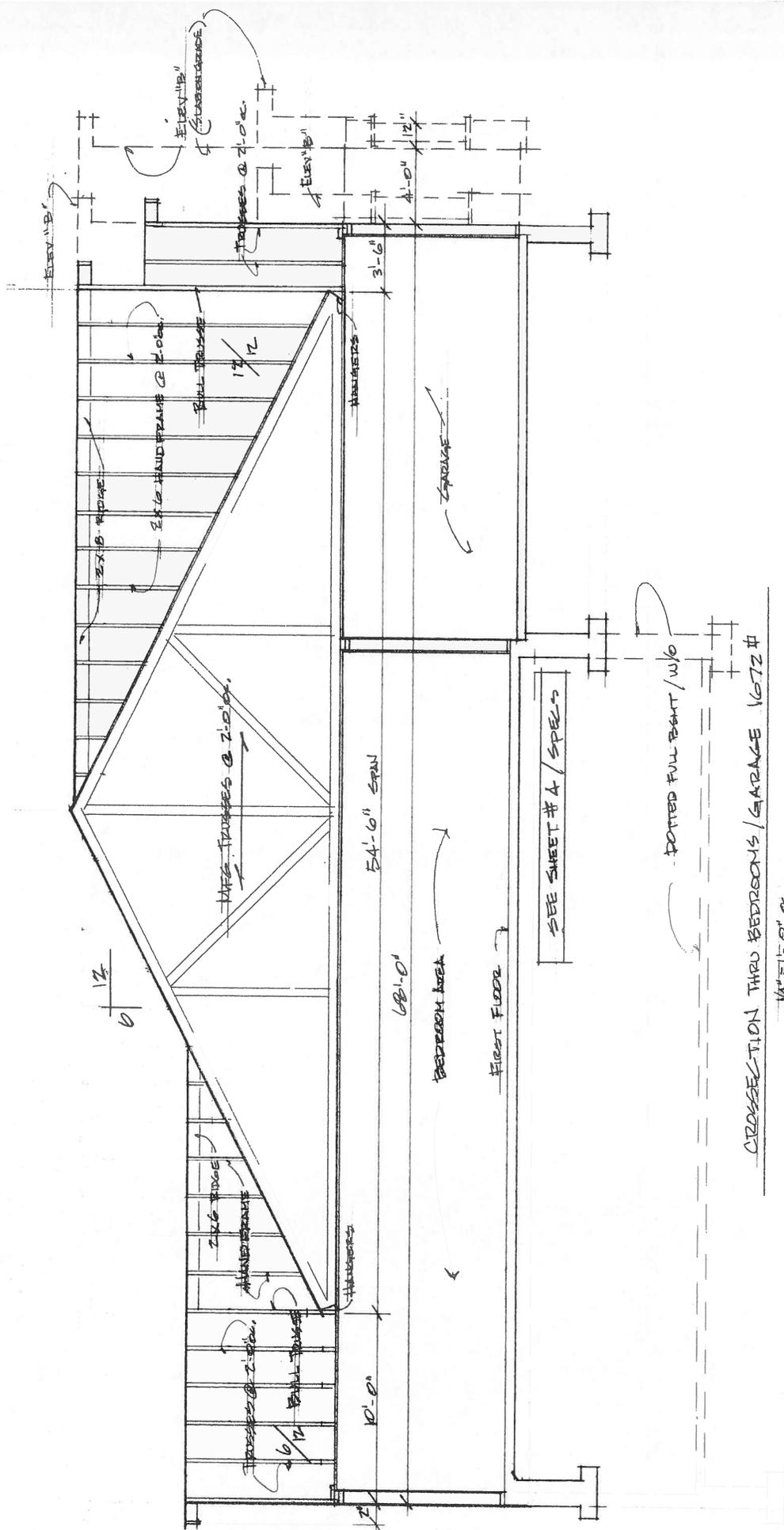
TYPICAL STAIRS SECTION SPLIT
3/8" = 1'-0"

TYPICAL STAIRS SECTION FULL
3/8" = 1'-0"

TYPICAL ALL FULL BMT MODELS
CROSS SECTION
3/8" = 1'-0"

#4

REVISIONS		BOULDER POINTE	
NO.	DATE	BY	
1			TYPICAL SECTIONS/FULL BMT
2			
3			

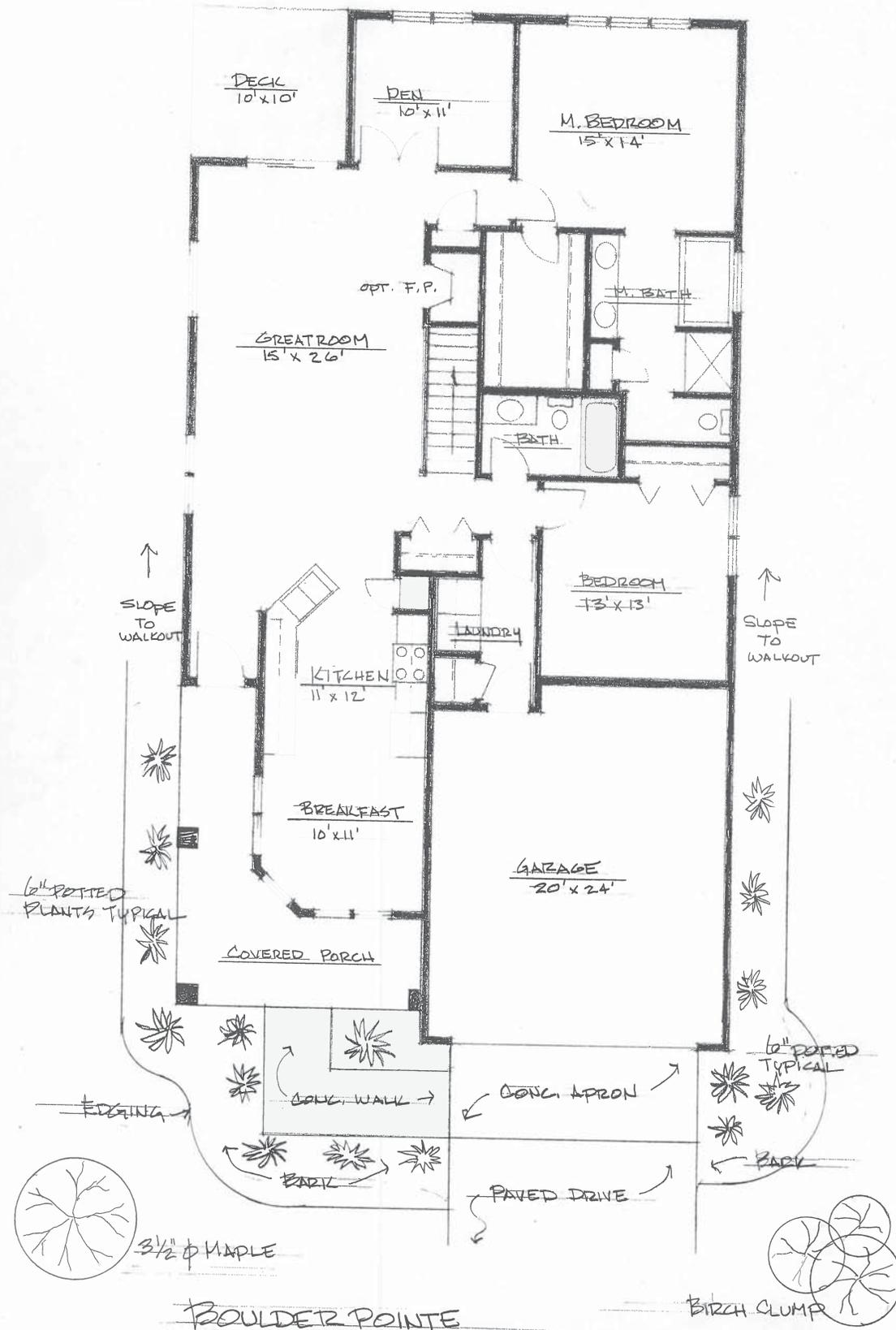


CROSS SECTION THRU BEDROOMS / GARAGE 1672 #
 14'-5 1/2" o.c.

#5

TOLERANCES (EXCEPT AS NOTED)		REVISIONS	
DECIMAL	FRACTIONAL	NO.	DATE
±	±	1	
±	±	2	
±	±	3	
±	±	4	

DRAWN BY: ADS MATERIAL: 1/2" 11
 CHECKED: VA DATE: 1/10/10 DRAWING NO.: 1672 #
 PROJECT: BOLDER POINTE



BOULDER POINTE
TYPICAL LANDSCAPE PLAN (VARIES W/ MODEL)
 1692 # SHOWN

Doc. No. A 842579

OFFICE OF THE COUNTY RECORDER
SCOTT COUNTY, MINNESOTA



Certified Filed and/or Recorded on

12-11-2009 at 10:40 Receipt: 703617

Janice From, Acting County Recorder 01

Fee: \$ 46.00

(reserved for recording information) x Campbell Knutson

**DEVELOPMENT CONTRACT
AND PLANNED UNIT DEVELOPMENT AGREEMENT**

BOULDER POINTE SIXTH ADDITION

230510

THIS AGREEMENT, made this 19th day November, 2009, between the
CITY OF ELKO NEW MARKET, a Minnesota municipal corporation ("City"), and
GLENBOROUGH NEIGHBORHOODS, LLC, a Minnesota limited liability corporation
("Developer").

RECITALS

A. The City and Glenborough Neighborhoods, LLC entered into a Planned Unit Development Agreement/Development Contract dated February 5, 2001, for the plat known as BOULDER POINTE, Scott County, Minnesota, and filed for record with the Scott County Recorder on April 27, 2001, as Document No. 503283 ("PUD Agreement");

B. Developer desires to change the dwelling unit type and number of units within a portion of the previously approved Boulder Pointe 5th Addition;

C. Developer also desires to final plat a total of 15 units;

D. The PUD Agreement, as amended, sets forth the terms and conditions of the Planned Unit Development of Boulder Pointe, as more fully described therein, including reference to future phases of development.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. REQUEST FOR PLAT AND PLANNED UNIT DEVELOPMENT APPROVAL. The Developer has asked the City to approve a Planned Unit Development Agreement for the PUD Agreement (referred to in this Agreement as the "PUD") for 37 detached townhomes rather than the 49 attached townhomes that had previously been approved under the PUD Agreement as amended. In addition, Developer requests that the City approve a final plat for **BOULDER POINTE SIXTH ADDITION** for 15 detached townhomes for the property legally described on the attached Exhibit "A."

2. CONDITIONS OF PLAT APPROVAL. The City hereby approves the plat and amendment of the Planned Unit Development Agreement on condition that the Developer enter into this Agreement, furnish the security required by it, and record the plat with the County Recorder or Registrar of Titles within 60 days after the City Council approves the final plat.

3. RIGHT TO PROCEED. Except as otherwise authorized under the Agreement or by approval of the City, within the subject property, the Developer may not construct private improvements or any buildings until all the following conditions have been satisfied: 1) this Agreement has been fully executed by both parties and filed with the City Clerk, 2) the necessary security has been received by the City, 3) the plat has been recorded with the Scott County Recorder's Office, and 4) the City Clerk or authorized City representative has issued a letter that all conditions have been satisfied and that the Developer may proceed.

4. PHASED DEVELOPMENT. This plat is the sixth phase of a multiphase preliminary plat. The City may refuse to approve final plats of subsequent phases if the Developer has breached this Agreement and the breach has not been remedied. Development of subsequent phases may not proceed until Development Contracts, security, and final plats for such phases are approved by the City. Storm sewer charges referred to in this Agreement are not being imposed on outlots, if any, in the plat that are designated in an approved preliminary plat for future subdivision

into lots and blocks. Such charges will be calculated and imposed when the outlots are final platted into lots and blocks.

5. PRELIMINARY PLAT STATUS. The plat is a phase of a multi-phase preliminary plat. The preliminary plat approval for all phases not final platted shall lapse and be void unless final platted into lots and blocks, not outlots, within two (2) years after preliminary plat approval.

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

7. ZONING. Except as otherwise provided herein, the plat is subject to the zoning regulations of the Planned Unit Development District and the requirements and standards of the City's R-3 Medium Density Residential District, as may be amended from time to time. If there is a conflict among these regulations, the conflict shall be resolved in the order listed below with item number one being primary:

- (1) Development Contract and Planned Unit Development Agreement for BOULDER POINTE SIXTH ADDITION [this document].
- (2) Planned Unit Development for BOULDER POINTE.
- (3) Planned Unit Development Zoning District Regulations
- (4) R-3 Medium Density Residential District for the detached townhome units.

The following minimum townhome setbacks (consistent with R-3 District and PUD requirements) shall apply:

Front Yard	25 feet from public right-of-way, 20 feet from private streets
Side Yard	15 feet between buildings (building wall to building wall separation)
Rear Yard	30 feet from rear lot line of base lot

8. CONDITION FOR SUBSEQUENT APPROVALS. No final plat for detached or attached residential land uses, except for the 37 detached townhomes platted in the sixth phase shall be approved, nor shall construction commence for such additional land uses, until an amendment of the PUD Agreement is processed and approved, subject to the requirements of the Elko New Market Zoning and Elko Subdivision Ordinances, as amended, including the submission of site and multi-family building plans, final grading and drainage plans, final utility plans, and final landscaping plans; and

9. DEVELOPMENT PLANS. The plat shall be developed in accordance with the following plans. The plans shall not be attached to this Agreement. With the exception of Plans A-C, the plans may be prepared, subject to City approval, after entering into the Agreement, but before commencement of any work in the plat. If the plans vary from the written terms of this Agreement, the written terms shall control. The plans are those submitted on September 11, 2009, except as otherwise identified by date:

Plan A - Final Plat

Plan B - Grading Plan

Plan C - Landscape Plan

Plan D - Utility Plan

Plan E – Townhome Plans (Building Elevations and Floor Plans)

10. IMPROVEMENTS. The installation and payment for the improvements required for this plat were included in the Development Contract and Planned Unit Development Agreement for the Boulder Pointe Fourth Addition, dated July 26, 2005. All improvements have been installed

in accordance with the terms of that Agreement and applicable provisions of the City subdivision ordinance, City standard specifications for utilities and street construction, any other laws or ordinances concerning erosion and drainage. Modifications to those improvements required for this plat shall be performed in accordance with the terms of this Agreement, City Ordinance, the City's Engineering Manual and Plan B cited above.

Before the Irrevocable Letter of Credit for the completion of utilities is released, iron monuments must be installed in accordance with Minn. Stat. § 505.02. The Developer's surveyor shall submit a written notice to the City certifying that the monuments have been installed.

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

- NPDES Permit for Construction Activity
- DNR for Dewatering
- City of Elko New Market for Building Permits
- MCES for Sanitary Sewer Connections

A copy of the Notice of Stormwater Permit Coverage or Subdivision Registration must be submitted to the City upon receipt from the MPCA. The City will provide all inspections required by the NPDES permit at the Developer's expense.

12. DEWATERING. Due to the variable nature of groundwater levels and stormwater flows, it will be the Developer's and the Developer's contractors and subcontractors responsibility to satisfy themselves with regard to the elevation of groundwater in the area and the level of effort needed to perform dewatering and storm flow routing operations. All dewatering shall be in accordance with all applicable county, state, and federal rules and regulations. DNR regulations regarding appropriations permits shall also be strictly followed.

13. TIME OF PERFORMANCE. The Developer shall install all required public improvements in accordance with the following schedule:

<u>Item</u>	<u>Completion Date</u>
-------------	------------------------

Sewer and Water Service Modifications
Storm Sewer Protection Devices

9/30/10
Prior to Issuance of
Building Permits
11/01/10

Subdivision Monuments

The Developer may, however, request an extension of time from the City. If an extension is granted, it shall be conditioned upon updating the security posted by the Developer to reflect cost increases and the extended completion date.

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

15. EROSION CONTROL. Prior to initiating site grading, the erosion control plan, approved under this Agreement shall be implemented by the Developer and inspected and approved by the City. The City may impose additional necessary erosion control requirements. All areas disturbed by the excavation and backfilling operations shall be re-seeded or sodded within 48 hours after the completion of the work in that area, or in an area that is inactive for more than seven (7) days unless authorized and approved by the City Engineer. Except as otherwise provided in the erosion control plan, the type of seed used shall be in accordance with the City's current seeding specification which may include certified oat seed to provide a temporary ground cover as rapidly as possible. All seeded areas shall be fertilized, then mulched, and disc anchored for seed retention.

Developer shall furnish and install the following:

- a) on the side of each street where a sidewalk or trail exists, Developer shall install silt fence along the sidewalk or trail on the side furthest from the street; and
- b) on the side of each street where no sidewalk or trail abuts, Developer shall install silt fence three feet behind curb and sod any areas disturbed between silt fence and the curb.

Developer shall furnish and install a construction entrance to each lot prior to commencement of building construction. The construction entrance shall consist of a 6-inch thick

Class 5 gravel or crushed concrete layer over the concrete sidewalk or trail and concrete curb and gutter. The construction entrance shall be a maximum of 20 feet in width, measured along the curb and gutter. The construction entrance shall be directly adjacent to and shall abut the existing silt fence. The Developer shall repair any street, walk, or trail damaged during home building, including concrete walk panels or curbs.

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

The Developer shall provide a copy of the Subdivision Registration form for each transaction to the City or its designee. All erosion control observations and administrative paperwork shall be invoiced to and shall be the responsibility of the most current permit on file.

16. GRADING PLAN. The plat shall be graded in accordance with the approved grading, drainage and erosion control plan, Plan "B". The Plan shall conform to City specifications, shall identify existing stands of mature trees, and shall minimize the removal or impacts on existing stands of mature significant trees, and shall minimize the removal or impacts on existing stands of mature significant trees which are outside of the public right of way or outside of the proposed building envelope.

The City will withhold issuance of building permits until all erosion control measures are in

place as determined by the City Engineer. No certificate of occupancy shall be issued for model homes until required landscaping is completed and the Developer has complied with the requirements for issuance of building permits under this Section.

The Developer shall certify to the City that all lots with house footings placed on fill have been monitored and constructed to meet or exceed FHA/HUD 79G specifications.

17. CLEAN UP. The Developer shall daily clean dirt and debris from streets that has resulted from construction work by the Developer, its agents or assigns. Prior to any construction in the plat, the Developer shall identify in writing a responsible party for erosion control, street cleaning, and street sweeping. The Developer shall pay a penalty of \$100.00 a day for each calendar day that the streets are not cleaned in accordance with this paragraph. If the Developer repeatedly fails to clean streets in accordance with this paragraph, the City may, in its discretion, perform the work or contract to have the work completed and bill the costs to the Developer. The City will endeavor to notify the Developer in advance of any proposed action, but failure of the City to do so will not affect the Developer's and City's rights or obligations hereunder. If the Developer does not reimburse the City for any cost the City incurred for such work within ten (10) days from the date notice of the amount owed to the City is mailed, the City may draw down the Irrevocable Letter of Credit to pay any costs. No development, utility or street construction will be allowed and no building permits will be issued unless the Plat is in full compliance with the requirements of this Paragraph.

18. OWNERSHIP OF IMPROVEMENTS. Upon completion of the work, construction required by this and the City's acceptance of an improvement, the improvements lying within public easements shall become City property without further notice or action.

19. CITY ENGINEERING ADMINISTRATION AND CONSTRUCTION OBSERVATION. The Developer shall pay for City engineering administration and construction

observation performed by the City's consulting engineer. City engineering administration will include monitoring of construction, consultation with Developer and its engineer on status or problems regarding the project, coordination for final inspection and acceptance, project monitoring during the warranty period, and processing of requests for reduction in security. The Developer shall pay for construction observation, record preparation, and mapping updates performed by the City's consulting engineer. Construction observation shall include part or full time inspection of proposed public utilities and street construction as deemed necessary by the City.

20. SECURITY. To guarantee compliance with the terms of this agreement, payment of real estate taxes including interest and penalties, payment of the costs of all public improvements, and construction of all public improvements, the Developer shall furnish the City with a letter of credit, in the form attached hereto as Exhibit "B", from a bank ("security") for \$38,280.00. The amount of the security was calculated as follows:

CONSTRUCTION COSTS:

Grading/Drainage/Erosion Control/Stormwater Management and Utility Modification	<u>\$15,000.00</u>
Subtotal - Construction Costs	\$15,000.00

OTHER COSTS:

City Legal Expenses	\$ 1,500.00
City Engineering Administration, Plan and Plat Review	\$ 4,000.00
City Planner Expenses	\$ 1,000.00
Lot Corners/Iron Monuments	\$ 1,300.00
Landscaping	<u>\$12,000.00</u>
Subtotal – Other Costs	\$19,800.00

Sub Total Project Securities	\$34,800.00
-------------------------------------	--------------------

GRAND TOTAL PROJECT SECURITIES (with 10% Mult.)	\$38,280.00
--	--------------------

This breakdown is for historical reference; it is not a restriction on the use of the security. The bank shall be subject to the approval of the City Attorney. The security shall be for a term ending

November 31, 2010. Individual security instruments may be for shorter terms provided they are replaced at least thirty (30) days prior to their expiration. The City may draw down the security, without notice, for any violation of the terms of this Agreement or if the security is allowed to lapse prior to the end of the required term. If the required public improvements are not completed at least thirty (30) days prior to the expiration of the security, the City may also draw it down. If the security is drawn down, the proceeds shall be used to cure the default. Upon receipt of proof satisfactory to the City that work has been completed and financial obligations to the City have been satisfied, with City approval the security may be reduced from time to time by eighty percent (80%) of the financial obligations that have been satisfied. Twenty percent (20%) of the security shall be retained until all improvements have been completed and all financial obligations to the City satisfied.

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

22. SANITARY SEWER ACCESS AND TRUNK CHARGE. The plat is subject to a sanitary sewer access and trunk charge of \$92,175.46, calculated as follows:

$$13 \text{ units} \times \$7,090.42/\text{unit} = \$92,175.464$$

The Developer has available credit for sanitary sewer access charges in the amount of \$197,800 and for sanitary sewer trunk charges in the amount of \$111,136.00 for a total credit of \$308,936.00,

which shall be reduced by the amount owed hereunder to a total credit available of \$216,760.54.

23. TRUNK WATER. The plat is subject to a trunk water charge in the amount of \$33,475.00, calculated as follows:

$$13 \text{ unit} \times \$2,575.00/\text{unit} = \$33,475.00$$

The Developer has available credit for trunk water charges in the amount of \$74,688.00, which shall be reduced by the amount owed hereunder to \$41,213.00.

24. AVAILABILITY OF SEWER AND WATER ACCESS CONNECTIONS. The City shall use its best efforts to make sewer and water utility access available for subsequent phases of the development and the additional housing units. Developer acknowledges that sewer connection availability is controlled by the Metropolitan Council.

25. PARK AND TRAIL DEDICATION. Park dedication is satisfied by land dedication in prior phases.

26. STORMWATER AREA CHARGE. The plat is subject to a stormwater area charge in the amount of \$10,012.36, calculated as follows:

$$164,137 \text{ square feet for Lots 1-14, Block 2} \times \$0.061/\text{square foot} = \$10,012.36.$$

Developer has an available credit for stormwater area charges of \$13,744.00, which shall be reduced by the amount owed hereunder to \$3,731.64.

27. LANDSCAPING/BERMING/SODDING. Landscaping shall be installed consistent with the approved landscape plan. The estimated landscaping work for the full plat is \$30,000.00. However, the City has agreed to a reduced escrow conditioned upon the limitations provided herein. Before the City signs the final plat, the Developer shall post a \$12,000.00 security to guarantee the installation of the approved landscaping. Landscaping shall comply with the City ordinances. If the final grading and landscaping is not timely completed in accordance with this Agreement or City Ordinance, the City may enter the lot, perform the work, and apply the cash

escrow toward the cost. Developer intends to complete landscaping within the common area in stages such that each portion of the common area will be landscaped commensurate with the timing of construction of the home on the lot abutting that portion of the common area. A maximum of 6 building permits may be issued for lots within the plat where landscaping is not completed on the lot or the common area abutting the lot. Once landscaping is completed for both the lot and abutting common area, a building permit for another lot may be issued. The City shall not issue additional building permits in the plat if 6 lots have been issued building permits. Upon satisfactory completion of all common area landscaping, the security, without interest, less any draw made by the City, shall be returned to the person who deposited the funds with the City.

28. STREET LIGHT OPERATION COSTS. Street light costs for this plat were included in the Boulder Point Fourth Addition development.

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

A. The Developer and the City have previously entered into a PUD Agreement for Boulder Pointe dated February 5, 2001, and filed for record with the Scott County Recorder on April 27, 2001 as Document No. 503283. If the written terms of the development Agreement for Boulder Pointe vary from or conflict with the written terms of this Agreement, the written terms of this Agreement shall control.

B. Implementation of the recommendations listed in the September 25, 2009 Engineering Report, September 17, 2009 Planning Report, as amended by October 22, 2009 Planning Report.

C. The Developer shall provide utility and drainage easements on the final plat of the Subject Property where a utility line is to be installed outside of the right-of-way.

D. The Developer is required to submit the final plat in electronic format. The

electronic format shall be AutoCAD.DWG 2007. The Developer shall also submit one complete set of reproducible construction plans on mylar.

E. All homes or units with space below grade shall be constructed with a drain tile system and sump pump or other equivalent suitable means of controlling groundwater seepage. The sump pumps shall discharge in accordance with City-provided construction details to a drain tile system, if available. For homes with no available tile system, the discharge shall be to the rear yard in a manner that does not impact neighboring homes or create an erosion or maintenance nuisance.

F. Developer, prior to receiving approval to grade the site, shall coordinate erosion control and wetland protection efforts with the MPCA and Scott Soil and Water and shall comply with all requirements of the State of Minnesota Wetland Conservation Act. All mitigation measures approved in the Wetland Replacement Plan shall be in place prior to or concurrent with any work performed in the Plat.

G. A property owner's association shall be created providing for Association responsibility for repair and maintenance of common areas and utilities located therein. The Developer shall record the homeowner association's declaration of covenants, articles of incorporation, and bylaws for the association simultaneously with the final plat.

H. Submittal of building elevations modified to specify finish materials.

I. Front building elevations shall be finished in stucco. The use of vinyl siding shall be limited to side and rear building elevations.

J. Tree varieties and minimum sizes comply with the applicable requirements of the Zoning Ordinance.

K. The detention ponds serving this plat contain approximately three inches of sediment, on average as of the date of this Agreement. The Developer agrees that if any pond sediment depth reaches or exceeds 24 inches prior to completion of the housing units within this

Plat, he will test sediments, remove them from the affected pond, and legally dispose of the sediment. The Developer agrees to clean storm sewer structures and pipes affected by the development upon completion of the housing units in this plat or to pay the City the cash equivalent for the City to take over responsibility for the cleaning with other fees to be paid with the plat.

30. RESPONSIBILITY FOR COSTS.

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

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

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

D. The Developer shall pay in full all bills submitted to it by the City for obligations incurred under this Agreement within thirty (30) days after receipt. If the bills are not paid on time, the City may halt plat development and construction until the bills are paid in full. Bills not paid within thirty (30) days shall accrue interest at the rate of eighteen percent (18%) per year.

E. In addition to the charges and special assessments referred to herein, other

charges and special assessments may be imposed such as but not limited to City water connection charges, City sewer connection charges, and building permit fees.

31. DEVELOPER'S DEFAULT. In the event of default by the Developer as to any of the work to be performed by it hereunder, the City may, at its option, perform the work and the Developer shall promptly reimburse the City for any expense incurred by the City, provided the Developer, except in an emergency as determined by the City, is first given notice of the work in default, not less than 48 hours in advance. This Agreement is a license for the City to act, and it shall not be necessary for the City to seek a Court order for permission to enter the land. When the City does any such work, the City may, in addition to its other remedies, assess the cost in whole or in part.

32. MISCELLANEOUS.

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

B. Third parties shall have no recourse under this Agreement against the Developer or the City, its officers, employees or contractors.

C. Breach of the terms of this Agreement by the Developer shall be grounds for denial of building permits, including lots sold to third parties.

D. If any portion, section, subsection, sentence, clause, paragraph, or phrase of this Agreement is for any reason held invalid, such decision shall not affect the validity of the remaining portion of this Agreement.

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

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

G. Developer shall take out and maintain or cause to be taken out and maintained until six (6) months after the City has accepted the public improvements, public liability and property damage insurance covering personal injury, including death, and claims for property damage which may arise out of Developer's work or the work of its subcontractors or by one directly or indirectly employed by any of them. Limits for bodily injury and death shall be not less than \$1,000,000 for one person or occurrence; limits for property damage shall be not less than \$1,000,000 for each occurrence. The City shall be named as an additional insured on the policy, and the Developer shall file with the City a certificate on ACORD FORM 25 or similar evidencing coverage prior to the City signing the plat. The certificate shall provide that the City must be given thirty (30) days advance written notice of the cancellation or material change of the insurance.

H. Each right, power or remedy herein conferred upon the City is cumulative and in addition to every other right, power or remedy, express or implied, now or hereafter arising, available to City, at law or in equity, or under any other agreement, and each and every right, power and remedy herein set forth or otherwise so existing may be exercised from time to time as often

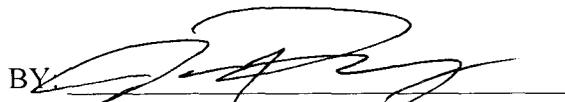
and in such order as may be deemed expedient by the City and shall not be a waiver of the right to exercise at any time thereafter any other right, power or remedy.

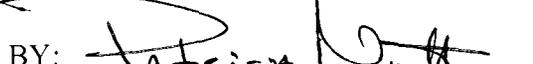
I. The Developer may not assign this Agreement without the written permission of the City Council. The Developer's obligation hereunder shall continue in full force and effect even if the Developer sells one or more lots, the entire plat, or any part of it.

J. This Agreement shall be interpreted under the laws of the State of Minnesota.

33. NOTICES. Required notices to the Developer shall be in writing, and shall be either hand delivered to the Developer, its employees or agents, or mailed to the Developer by certified mail at the following address: 8730 Deer Run Drive, Victoria, MN 55386. Notices to the City shall be in writing and shall be either hand delivered to the City Clerk, or mailed to the City by certified mail in care of the City Clerk at the following address: 601 Main St., P.O. 99 Box Elko New Market, Minnesota 55054.

CITY OF ELKO NEW MARKET

BY: 
Jason Ponsonby, Its Mayor

BY: 
Patricia Nutt, Its City Clerk

GLENBOROUGH NEIGHBORHOODS, LLC

BY: 
Its

STATE OF MINNESOTA)
(ss.
COUNTY OF SCOTT)

The foregoing instrument was acknowledged before me this 3rd day of December, 2009, by Jason Ponsonby and by Patricia Nutt, respectively the Mayor and City Clerk of the City of Elko New Market, a Minnesota municipal corporation, on behalf of the corporation and pursuant to the authority granted by its City Council.



Sandra Mae Green
NOTARY PUBLIC

STATE OF MINNESOTA)
(ss.
COUNTY OF Scott)

The foregoing instrument was acknowledged before me this 3rd day of December, 2009, by Fred Plaehn the Glenborough Neighborhoods, LLC of Glenborough Neighborhoods, LLC, a Minnesota limited liability corporation, on behalf of the corporation.

Patricia Kay Nutt
NOTARY PUBLIC

DRAFTED BY:
CAMPBELL KNUTSON
Professional Association
317 Eagandale Office Center
1380 Corporate Center Curve
Eagan, Minnesota 55121
(651) 452-5000



EXHIBIT "A"
TO
DEVELOPMENT CONTRACT AND PUD AGREEMENT

Legal Description of Property to be Platted:

Lots 10, 11 and 12, Block 2 and Outlots A and B, BOULDER POINTE FIFTH ADDITION,
according to the recorded plat thereof, Scott County, Minnesota.

23-052-017-0
-018-0
-019-0
-021-0
-022-0

EXHIBIT "B"
TO
DEVELOPMENT CONTRACT

IRREVOCABLE LETTER OF CREDIT

No. _____
Date: _____

TO: City of Elko New Market
601 Main St., P.O. 99 Box
Elko New Market, Minnesota 55054.

Dear Sir or Madam:

We hereby issue, for the account of _____, and in your favor, our Irrevocable Letter of Credit in the amount of \$ _____, available to you by your draft drawn on sight on the undersigned bank.

The draft must:

- a) Bear the clause, "Drawn under Letter of Credit No. _____, dated _____, 20____, of _____ (Name of Bank) _____";
- b) Be signed by the Mayor or City Clerk of the City of Elko New Market.
- c) Be presented for payment at _____ (Address of Bank) _____, on or before 4:00 p.m. on November 30, 2008.

This Letter of Credit shall automatically renew for successive one-year terms unless, at least forty-five (45) days prior to the next annual renewal date (which shall be November 30 of each year), the Bank delivers written notice to the Elko City Clerk that it intends to modify the terms of, or cancel, this Letter of Credit. Written notice is effective if sent by certified mail, postage prepaid, and deposited in the U.S. Mail, at least forty-five (45) days prior to the next annual renewal date addressed as follows: Elko City Clerk, P.O. Box 58, Elko, MN 55020-0058, and is actually received by the City Clerk at least thirty (30) days prior to the renewal date.

This Letter of Credit sets forth in full our understanding which shall not in any way be modified, amended, amplified, or limited by reference to any document, instrument, or agreement, whether or not referred to herein.

This Letter of Credit is not assignable. This is not a Notation Letter of Credit. More than one draw may be made under this Letter of Credit.

This Letter of Credit shall be governed by the most recent revision of the Uniform Customs and Practice for Documentary Credits, International Chamber of Commerce Publication No. 400.

We hereby agree that a draft drawn under and in compliance with this Letter of Credit shall be duly honored upon presentation.

BY: _____
Its _____
Authorized Insurance Representative

**MORTGAGE HOLDER CONSENT
TO
DEVELOPMENT CONTRACT AND PUD AGREEMENT
FOR
BOULDER POINTE SIXTH ADDITION**

Community Bank Corporation, a Minnesota banking corporation, which holds a mortgage on the subject property, the development of which is governed by the foregoing Development Contract and Planned Unit Development Agreement, agrees that the Development Contract and Planned Unit Development Agreement shall remain in full force and effect even if it forecloses on its mortgage.

Dated this 10th day of December, 2009.

COMMUNITY BANK CORPORATION

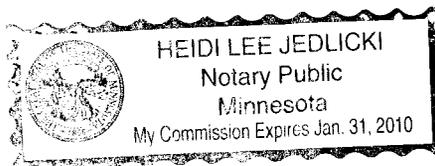
By: Paul W. Maahs
Its: Senior Vice President

STATE OF MINNESOTA)
) (ss.
COUNTY OF Carver)

The foregoing instrument was acknowledged before me this 10th day of December, 2009, by Paul Maahs the Senior Vice President of Community Bank Corporation, a Minnesota banking corporation, on its behalf.

[Signature]
NOTARY PUBLIC

DRAFTED BY:
CAMPBELL KNUTSON
Professional Association
317 Eagandale Office Center
1380 Corporate Center Curve
Eagan, Minnesota 55121
(651) 452-5000
AMP





601 Main Street
Elko New Market, MN 55054
phone: 952-461-2777 fax: 952-461-2782

MEMORANDUM

TO: PLANNING COMMISSION
CC:
FROM: RENEE CHRISTIANSON, COMMUNITY DEVELOPMENT SPECIALIST
RE: PROPOSED AMENDMENT TO SECTION 12-9-5-1 (E) OF THE CITY CODE CONCERNING LOCAL STREET WIDTH REQUIREMENTS
DATE: AUGUST 3, 2017

Background / History

At the June Planning Commission meeting staff presented a proposed ordinance amendment, suggesting that the local street width requirement in residential areas be reduced from 32' to 28'. Following discussion, the Planning Commission directed staff to schedule a public hearing on the proposed amendment to the City Code.

Title 12-9 of the City Code (Subdivision Ordinance) contains certain design standards for new subdivisions. Section 9-5 pertains to street and alley design requirements. Attached is the City Code language as currently adopted in 2008. The Subdivision Ordinance requires that local streets be constructed at 32' in width and be within a 60' right-of-way. Staff is suggested that the 32' street width be reduced to 28' in width in residential areas. Benefits of the narrower street width include:

- Reduced speeds. It has been documented through traffic studies that narrower streets naturally cause reduced driver speeds; the wider the streets, the faster a driver will go.
- Less costly to construct for the developer
- Less costly to reconstruct when the time comes for reconstruction.
- Still allows for on-street parking.
- Reducing the street width by 4' (12%) also reduces runoff from the reduced impervious surface, resulting in reduced ponding and infiltration requirements.

For the reasons stated above, staff is suggesting that section 12-9-5-1 (E) of the City Code be amended to allow 28' wide local streets versus the currently adopted 32'.

City Engineer Comments

The City engineer supports the proposed 28' local street width in residential areas.

Public Works Director Comments

The public works director supports the proposed 28' local street width in residential areas.

Local Street Width – Proposed Subdivision Ordinance Amendment

Page 1 of 7

August 3, 2017

City Attorney Comments

The city attorney has no comments regarding the matter.

Staff Recommendation

Staff is requesting that the Planning Commission hold a public hearing to receive input regarding the proposed amendment to City Code section 12-9-5-1 (E) and make a recommendation to the City Council regarding the matter.

Attachments:

Section 12-9-5-1 of the City Code



28' wide local road with B618 curb

CURRENT SUBDIVISION ORDINANCE LANGUAGE – SECTION 12-9-5-1 (E):

12-9-5-1: STREET STANDARDS:

- A. Street Connections:
1. Except for cul-de-sacs, streets shall connect with streets already dedicated in adjoining subdivisions, or provide for future connections to adjoining unsubdivided tracts, or shall be a reasonable projection of streets in the nearest subdivided tracts. The arrangement of thoroughfares and collector streets shall be considered in their relation to the reasonable circulation of traffic, topographic conditions, runoff of stormwater, public convenience and safety, and in their appropriate relation to the proposed uses of the area to be served.
 2. The arrangement of streets in a new subdivision shall make provisions for the proper projection of streets into adjoining areas by carrying the new streets to the boundaries of the new subdivision at appropriate locations approved by the city engineer.
- B. Temporary Cul-De-Sacs: In those instances where a street is terminated pending future extension in conjunction with future subdivision and more than one hundred fifty feet (150') between the dead end and the nearest intersection, a temporary turnaround facility shall be provided at the closed end, in conformance with cul-de-sac and applicable fire code requirements. The temporary cul-de-sac shall be placed inside a temporary roadway easement if it is located outside the street right of way. At such time as such a street is extended, the acreage covered by the turnaround outside the boundaries of the extended street shall revert in ownership to the property owner fronting on the temporary turnaround. The temporary cul-de-sac shall be surfaced in bitumen and signed as a future through street to alert the public that the road is planned to continue into the next development upon future subdivision. Financial security shall be required for removal or restoration as determined by the city engineer.
- C. Resubdivision Of Large Lots And Parcels: When a tract is subdivided into larger than normal building lots or parcels, such lots or parcels shall be so arranged as to permit the logical location and openings of future streets and appropriate resubdivision, with provision for adequate utility connections for such resubdivision.
- D. Subdivisions Abutting Major Rights Of Way: Wherever the proposed subdivision contains or is adjacent to the right of way of a U.S. or state highway, county road, or local collector street, provision may be made for a service street approximately parallel and adjacent to the boundary of such right of way; provided, that due consideration is given to proper circulation design, setbacks from an intersection on the major rights of way, or for a street at a distance suitable for the appropriate use of land between such street and right of way. Such distance shall be determined with due consideration of the minimum distance required for approach connections to future grade separations, and for lot depths.
- E. Widths: Right of way widths and pavement widths (face to face) of curb shall be as follows:

Classification	Right Of Way Width	Pavement Width
Major collector/parkway	100 feet	Determined by the city engineer
Minor collector	80 feet	38 feet
Local street	60 feet	32 feet
Service road	50 feet	28 feet
Cul-de-sac street	60 feet	32 feet
Cul-de-sac radius	60 feet	45 feet

- F. Street Intersections: Insofar as practical, streets shall intersect at right angles, and in no case shall the angle formed by the intersection of two (2) streets be less than sixty degrees (60°). Intersections having more than four (4) corners shall be prohibited. Adequate land for future intersections and interchange construction needs shall be dedicated.
- G. Deflections: When connecting street lines deflect from each other, or when a single street deflects at one point by more than ten degrees (10°), they shall be connected by a curve with a radius adequate to ensure a sight distance of not less than five hundred feet (500') for arterials, three hundred feet (300') for collectors, and two hundred feet (200') for all other streets. The city council may allow greater or lesser sight distances and of such radii as the city engineer shall determine for special cases.
- H. Street Intersection Offsets: Street intersection jogs shall have a centerline offset of one hundred fifty feet (150') or more when applied to minor streets and service streets. In all other cases, they shall be avoided.
- I. Tangents: A tangent of at least one hundred feet (100') shall be introduced between points of reverse curves of arterial and collector streets.
- J. Cul-De-Sacs: The maximum length of a street terminating in a cul-de-sac shall be five hundred feet (500') measured from the centerline of the street of origin to the end of the right of way.
- K. Centerline Gradients: All centerline gradients shall be at least five-tenths percent (0.5%) and shall not exceed eight percent (8%) unless approved by the city engineer.
- L. Vertical Curves: Changes in grade shall be connected by vertical curves and shall meet the requirements for the design speed of the roadway.
- M. Marginal Access Streets: Marginal access streets shall be so aligned that their use by through traffic is discouraged.
- N. Service Streets: Where a subdivision abuts or contains an existing or planned major thoroughfare or a railroad right of way, the city council may require a street approximately parallel to and on each side of the right of way for adequate protection of residential properties and to afford separation of through

and local traffic. The service streets shall be located at a distance from the major thoroughfare or railroad right of way suitable for the appropriate use of the intervening land, as for park purposes in residential districts, or for commercial or industrial purposes in appropriate districts. The distances shall also be determined with due regard for the requirements of approach grades and future grade separations.

- O. Half Streets: Half streets shall be prohibited, except where essential to the reasonable development of the subdivision in conformity with the other requirements of this title, and except where the city council finds it practicable to require dedication of the other half when adjoining property is subdivided. In such cases, the developer shall provide an escrow in an amount determined necessary to construct the full street. Wherever there is a half street adjacent to a tract to be subdivided, the other half of the street shall be platted within the tract prior to the granting of access.
- P. Private Streets: Except as may be allowed through planned unit development, private streets shall not be approved nor shall public improvements be approved for any private streets.
- Q. Reserve Strips: Reserve strips controlling access to streets shall be prohibited except under conditions approved by the city council.
- R. Platting Of Small Tracts: In the platting of small tracts of land fronting on a limited access highway where there is no convenient access to existing entrances and where access from such plat would be closer than one-half ($1/2$) mile from an existing access point, a temporary entrance permit for a period not exceeding two (2) years may be granted. Provision shall be made in such plats for the connection of roads to neighboring land. As the neighboring land is platted and developed, and access becomes possible at a preferred location, such temporary entrance permits shall become void at the discretion of the city.
- S. Access To Arterial And Collector Streets: Access of local streets onto arterial and collector streets shall be in accordance with the engineering manual.
- T. Right Of Way Dedication:
 - 1. Where a subdivision abuts or contains an existing street of inadequate width, sufficient additional right of way width and street reconstruction shall be provided within the subdivision to meet the standards of this title.
 - 2. Additional rights of way and roadway widths may be required by the council to promote public safety and convenience when special conditions require it.
 - 3. All proposed streets shown on the plat shall be in conformity with city, county and state plans and standards and be offered for dedication as public streets unless otherwise determined by the city council.
- U. Grading: The full width of the right of way of all streets and alleys dedicated in the plat shall be graded to the lines and cross sections as shown on the grading plan submitted to and approved by the city engineer. Exceptions to the width of grading may be granted where topography or tree cover warrant.

- V. Soil Investigation: To determine subgrade soils classification and bearing capacity of the soils in the proposed development, a soil investigation report shall be prepared under the supervision of a soils engineer associated with a qualified soils testing service and be provided to the city engineer. The report shall contain the design recommendation for the street section based on seven (7) ton design. In proposed streets, soils investigation shall be performed at intervals not to exceed five hundred (500) linear feet. The soil borings completed during the investigation shall be at least ten feet (10') in depth below the proposed finished grade and five feet (5') below the proposed elevations of utilities. Groundwater levels shall be reported at each boring. Elevations shall be in mean sea level datum. Locations of borings shall be measured in the field and accurately shown on the plans.
- W. Base And Surfacing: All streets shall be improved with a concrete or bituminous surface. Pavement sections shall be in accordance with city standard detail plates. Except in the case of model homes, as may be approved by the city, no building permit shall be issued for any lot or parcel in a subdivision prior to the installation of the base course of bitumen. The wear course of bitumen shall be placed following the construction season or, if so designated by the city council, up to two (2) years from the date of final plat approval. Exceptions to this subsection may be granted by the city council at their discretion as part of a development contract.
- X. Curb And Gutter: All curb shall be concrete with integral gutter. The standard curb shall be type B618 in accordance with city standards.
- Y. Boulevards: All boulevards shall be sodded.
- Z. Sidewalks: Concrete sidewalks are required on one side of residential streets and may be required on both sides of the streets with the outside edge located one foot (1') from the property line, and on pedestrian ways as directed by the city council. Sidewalks shall be installed prior to the installation of the bituminous wear course. The developer shall notify all lot purchasers of sidewalk construction plans.
- AA. Driveways: Concrete driveways shall be constructed from the curb to the property line. In cases where driveways are constructed after curbing and sidewalks are in place, the sidewalk for the width of the driveway shall be reconstructed to driveway specifications. Where driveways shall be permitted to access onto thoroughfare or collector streets, provisions shall be made for an on site turnaround area which would provide access to the thoroughfare or collector street in a forward direction. All driveway aprons between the back of the curb and the sidewalk shall be concrete.
- BB. Lighting: Streetlights conforming to city specifications shall be installed at the locations approved by the city engineer. Easements may be required along property lines from utility easements on rear lot lines to rights of way so as to provide for streetlight intervals not to exceed three hundred fifty feet (350'). The engineering manual provides specific requirements.
- CC. Signs: All signs shall be installed by the developer in accordance with the Minnesota "Manual On Uniform Traffic Control Devices" and the "City Of Elko New Market Engineering Manual".
- DD. Street Trees: In all subdivisions, street and yard trees shall be planted in accordance with applicable landscaping and screening requirements of the zoning ordinance, rights of way ordinances and engineering manual. (Ord. 29, 10-24-2008)

**PROPOSED SUBDIVISION ORDINANCE LANGUAGE – SECTION 12-9-5-1
(E) BE AMENDED TO READ AS FOLLOWS:**

E. Widths: Right of way widths and pavement widths (face to face) of curb shall be as follows:

Classification	Right Of Way Width	Pavement Width
Major collector/parkway	100 feet	Determined by the city engineer
Minor collector	80 feet	38 feet
<u>Local street (residential zoned areas)</u>	60 feet	32 28 feet
<u>Local street (commercial zoned areas)</u>	60 feet	32 feet
Service road	50 feet	28 feet
Cul-de-sac street	60 feet	32 28 feet
Cul-de-sac radius	60 feet	45 feet



601 Main Street
Elko New Market, MN 55054
phone: 952-461-2777 fax: 952-461-2782

MEMORANDUM

TO: CITY COUNCIL
FROM: RENEE CHRISTIANSON, COMMUNITY DEVELOPMENT SPECIALIST
SUBJECT: COMMUNITY DEVELOPMENT UPDATES
DATE: JULY 27, 2017

Background / History

The purpose of this memo is to provide the City Council with updates regarding on-going miscellaneous projects and activities being worked on by Community Development staff. Below is a summary of projects that are currently being worked on, inquiries received, and miscellaneous information:

Boulder Heights – The development received preliminary plat approval in February. The City issued a Notice of Decision on the wetland boundary and type applications on 7.14.17. The developer still needs to apply for his wetland replacement plan application. The developer has made application for final plat approval of Phase 1, consisting of 53 lots, which may be scheduled for the 8.3.17 Planning Commission meeting and subsequent Council meeting. Staff is reviewing the application for completeness. The developer has recently applied for an early grading permit which is currently being processed by staff and will need City Council approval. As part of the final plat approval, the developer will need to enter into a development contract with the City; staff is at the beginning stages of drafting the final development contract.

Christmas Pines – The development received preliminary plat approval in June. The City issued a Notice of Decision on the wetland boundary and type application on 5.18.17. The developer submitted application for his wetland mitigation / replacement plan on 7.21.17 and staff is currently reviewing for completeness.. The developer has not made application for final plat approval at this time. The developer has asked City staff to prepare updated fee estimates and a draft development contract.

New Market Bank Addition – A developer has made application for rezoning, variance, conditional use permit, preliminary and final plat approval. Rezoning to B1 would allow commercial development of the property. Also submitted was an application for variance associated with the development, and a conditional use permit. The item is scheduled on the Planning Commission meeting agenda on 8.3.17 and City Council on 8.24.17. The developer is hoping to begin construction of a multi-tenant commercial building in September.

Boulder Pointe 6th Addition – This development was originally approved as a PUD / townhouse development; specific housing styles were approved as part of the development. Two of the current lot

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owners have made application to amend the approved housing styles within the development. The item is scheduled on the Planning Commission agenda on 8.3.17 and City Council on 8.24.17.

Warren Barsness – An application for wetland boundary and type concurrence, and wetland replacement plan, has been submitted but not issued. Additional information has been requested from the developer's wetland consultant that has not yet been received. The last site plan submitted for development review was in the summer of 2016.

Dakota Acres – Staff will be presenting a purchase agreement to the City Council on 7.27.17, for acquisition of a portion of the City-owned property. A closing on the property would be expected in the fall of 2017, if all contingencies are met.

Adelmann – City staff has been working with the Adelmann family to develop a preferred concept development plan for their properties currently located in New Market Township along Co Rd 2, and west of I-35. Staff has met with their consultant team and provided all applicable ordinances, plans and studies required for them to begin their work. This project is a result of a CDA grant provided to the City.

Pete's Hill Park – Staff has been regularly communicating with the broker and investors for this project. A meeting was held on 7.18.17 to discuss annexation, process, and City fee estimates. The investment group is still putting together their pro-forma to determine if the project is feasible. They are completing their wetland delineation and initial wetland applications at this time. A revised development plan has been submitted to City staff for review and comment.

Grocery Store Leads – There are no current grocery store or C-store leads. Staff received several inquiries in the spring of 2017; activity regarding these leads has ceased, at least for the time being.

Building Permits – The City has received six building permits for new construction in 2017.

Park I-35 – Following a high level of inquiries in 2016 and the spring of 2017, there are no active inquiries or leads for the Park I-35 Industrial Park.