



CITY COUNCIL AGENDA

July 24, 2017 – 6:00 p.m.

Work Session; followed by EDA / City Council Meetings

WORK SESSION

1. Call Meeting of City Council Work Session to Order
 2. Approve Agenda
 - 2.1 2018 Budget
 3. Adjournment
-

ECONOMIC DEVELOPMENT AUTHORITY

1. Call Meeting of Economic Development Authority to Order
 - 1.1 Pledge of Allegiance
 2. Approve Agenda
 - 2.1 Approve minutes of June 26, 2017
 3. Adjournment
-

CITY COUNCIL

1. Call Meeting of City Council to Order
2. Approve Agenda
3. Introductions, Presentations, Proclamations, Awards, and Public Comment
(Individuals may address the City Council about any non-agenda item of concern. Speakers must state their name, address, and limit their remarks to three minutes. The City Council will not take official action on these items, but may refer the matter to staff for a future report or direct that the matter be scheduled for a future meeting agenda.)
 - 3A. Sherriff Deputy Dave Murphy Quarterly Report
4. Consent Agenda
(NOTE TO THE PUBLIC: All those items listed as part of the Consent Agenda will be approved by a single motion, unless a request to discuss one of those items is made prior to that time. Anyone present at the meeting may request an item to be removed from the consent agenda. Please inform the Council when they approve the agenda for this meeting.)
 - 4.1 Approve minutes of July 10, 2017 meeting
 - 4.2 Approve payment of Claims
 - 4.3 Accept Resignation from Planning Commission Member – Cassandra Kemp
5. Public Hearings
 - 5.1 Ordinance No. 291, 2017 Fee Schedule Amendment
6. Old Business
 - 6.1 Ordinance No. 291, 2017 Fee Schedule Amendment
 - 6.2 The Preserve 5th Addition
 - a) Ordinance No. 292, Rezone Part of Outlot A, The Preserve 4th Addition
 - b) Resolution 2017-12, Authorize Mayor and City Administrator to Execute Developer's Agreement
 - c) Resolution 2017-13, Approving Final Plat of The Preserve 5th Addition
 - d) Approve the Covenants for The Preserve 5th Addition

- 6.3 2040 Comprehensive Plan Update – Steering Committee Appointments
- 6.4 Bus Drivers Hiring

- 7. New Business
 - 7.1 Schedule Special City Council Meetings – 2018 Budget

- 8. Council Member & Mayor Reports

- 9. Adjournment

The following informational items have been included in the Council packet for informational purposes, Council review and discussion. No action is required by the City Council:

UPCOMING MEETINGS / EVENTS

August 1 Planning Commission – 6:00 p.m.

August 14 City Council – 6:00 p.m.

August 15 Parks and Rec. Commission – 5:30 p.m.

August 16 Economic Development Commission – 6:30 p.m.

August 17 Senior Advisory Committee – 9:00 a.m.

August 28 City Council Work Session – 6:00 p.m.; EDA and City Council to follow



TO: Honorable Mayor Lagergren and City Council Members
FROM: Steven Helget, City Administrator
DATE: July 24, 2017
SUBJECT: Work Session – 2018 Budget

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Proposed is to discuss the process and to identify milestones for completing the 2018 Budget. The following is an outline of the proposed process.

Preliminary Budget and Property Tax Levy

1. Work Sessions
 - a) General Fund: review and discuss Department budgets, debt service, equipment replacement/purchase, contractual services, etc.
 - b) Enterprise Funds: review and discuss debt service, equipment replacement/purchase, water and sewer rates, etc.
 - c) Discuss Capital Projects
 - d) Staff wages/benefits: review and discuss
 - e) Determine Preliminary Property Tax Levy amount
 - f) Adopt 2018 Preliminary Budget and Property Tax Levy and set EDA Special Benefit Levy at September 11, 2017 regular City Council meeting
 - g) Schedule Truth-In-Taxation hearing at September 11, 2017 regular City Council meeting

Final Budget and Property Tax Levy

1. Work Sessions
 - a) Finalize Capital Replacement/Equipment Schedule and determine 2018 equipment purchases
 - b) Determine Capital Projects
 - c) Determine utility rates changes
 - d) Determine staff wages/benefits changes
 - e) Finalize Final Property Tax Levy
 - f) Review/update 5-Year Financial Plan
 - g) Hold Truth-In-Taxation hearing – December 11, 2017 regular City Council meeting
 - h) Adopt final 2018 property tax levy and budget - December 11, 2017 regular City Council meeting



CITY COUNCIL MINUTES

June 26, 2017 – 6:00 p.m.

Work Session; followed by EDA / City Council Meetings

ATTENDEES: Craig Heher, Carol Lagergren, Mike McPadden, Charlie Storms, Dick Stolz
CITY STAFF: City Administrator Steve Helget, City Clerk Kelly Hayes
OTHERS: Jr Hoernemann, Steve Curfman, Alyssa Heher, Planning Consultant Cynthia Smith-Strack

ECONOMIC DEVELOPMENT AUTHORITY

1. Call Meeting of Economic Development Authority to Order

1.1 Pledge of Allegiance

Meeting was called to order by President Lagergren at 6:46pm.

2. Approve Agenda

Motion: MM/CH to approve the agenda. Vote 5 – 0. Motion carried.

2.1 Approve minutes of May 22, 2017

Motion: CH/DS to approve the minutes of May 22, 2017. Vote 5 – 0. Motion carried.

3. Adjournment

Motion: DS/MM to adjourn at 6:47pm. Vote 5 – 0. Motion carried.

Respectfully Submitted:

Kelly Hayes, City Clerk / Treasurer

President



ATTENDEES: Craig Heher, Carol Lagergren, Mike McPadden, Charlie Storms, Dick Stolz
CITY STAFF: City Administrator Steve Helget, City Clerk Kelly Hayes, Public Service Director Tony Voigt
OTHERS: Tim Litfin, Mike/Kim/Lexi Eggers, Josh Kroells, Elroy Latzig, Diane Bruers, Julie Schmidt, Matt Druly, Kim/Eric Hawkinson, Bill Grundahl

CITY COUNCIL

1. Call Meeting of the City Council to Order

1.1 Pledge of Allegiance

Meeting was called to order by Mayor Lagergren at 6:00pm.

2. Approve Agenda

Motion: MM/DS to approve the agenda. Vote 5 – 0. Motion carried.

3. Introductions, Presentations, Proclamations, Awards, and Public Comment

A. Tour de Tonka Presentation – Tim Litfin

Tim Litfin had a presentation of photos from previous Tour de Tonka events. Last year there were 3600 participants. They are estimating approximately 800 participants to come through Norwood Young America. This year's event will take place on Saturday, August 5.

Public Comments:

Julie Schmidt of 1040 Barnes Lake Drive – Requesting reconsideration of changing outlot A and leaving it zoned as P1 (parks) and not changing it to R1 (residential). According to Ms. Schmidt, there are currently 150 children living in the Preserve. She does not believe that the current Prairie Dawn Park is large enough to accommodate that many children. Ms. Schmidt suggests putting the housing on the outside of outlot A and leaving the inside of the lot as park.

Josh Kroells of 430 Emma Street – Requesting reconsideration of outlot A. He believes there are little options to build higher end homes in Norwood Young America, that property values will decrease for the current homes in the Preserve, and there are currently 37 open lots in the Meadows for starter homes.

4. Consent Agenda

4.1 Approve minutes of June 26, 2017 meetings

4.2 Approve payment of Claims

4.3 Approve Application for Lawful Gambling Exempt Permit – Stiftungsfest

Motion: MM/CS to approve the consent agenda. Vote 5 – 0. Motion carried.

5. Public Hearings - none

6. Old Business - none

7. New Business

7.1 2020 Highway 212 Mill & Overlay Project/Underpass Installation

Series of work sessions have discussed the underpass with reps from MN DOT and engineering firms. The City would be responsible for the preliminary design.

Motion: MM/CH to solicit engineering proposals from Bolton & Menk and SRF Consulting for the preparation of the preliminary design plans and specifications for the US Highway 212 Underpass construction project.

Vote 4 – 1 with Stolz objecting. Motion carried.

7.2 South Fire Station Concrete Replacement Proposals

Public Services Director, Tony Voigt, proposed replacing parking lot at the South Fire Station. This project is part of the 2017 budget.

Motion: DS/CH to get rid of the concrete in front of the doors, replace with 5" of blacktop and on the south side of the building 3" of blacktop 68'x36' from William Mueller & Sons and also the curb replacement from Jensen. Vote 5 – 0. Motion carried.

7.3 Bus Driver Hires

Personnel Committee has requested to postpone this item until the next council meeting on Monday, July 24.

7.4 Willkommen Memorial Park Restrooms Project – Pay Request No. 2

Motion: CS/CH to approve Willkommen Memorial Park Restrooms project pay request number 2 to Shanahan Construction. Vote 5 – 0. Motion carried.

8. City Council Members & Mayor Reports

CH – Report from Bill Grundahl from Planning Commission - Loomis Homes was given the ok to continue with Preserve 5th addition. Commission denied the request from the school to spot zone the property next to the school. There are currently three openings on the Planning Commission.

MM – none

DS – none

CS – received permits for baseball field dugout.

CL – Had 6 bus driver interviews prior to this council meeting.

9. Adjournment

Motion: MM/CH to adjourn at 6:51pm. Vote 5 – 0. Motion carried.

UPCOMING MEETINGS / EVENTS

- July 12 Economic Development Commission – 6:30pm
- July 13 Senior Advisory Committee – 9:00am
Music in the Park – Legion Pool Park
- July 18 Taste of NYA
Parks and Rec. Commission – 5:30pm
- July 20 Music in the Park – Legion Pool Park
- July 24 City Council Work Session – 6:00pm; EDA and City Council to follow
- July 27 Music in the Park – Legion Pool Park
- August 1 Planning Commission – 6:00pm
National Night Out
- August 14 City Council – 6:00pm

Respectfully Submitted:

Kelly Hayes, City Clerk / Treasurer

Mayor

CITY OF NORWOOD YOUNG AMERICA

**VOUCHER LIST / CLAIMS ROSTER
and CHECK SEQUENCE**

To Be Approved: July 24, 2017

Pre-Paid Claims **\$50,288.74**
(Check Sequence #504302-504329; 27034-27036)

Claims Pending Payment **\$128,095.73**
(Check Sequence #27037-27074)

Grand Total **\$178,384.47**

PAYROLL JULY 13, 2017

CHECK#	EMPLOYEE	GROSS
504302	ANDERSON, HAYDEN	\$623.75
504303	ARETZ, BRENT R	\$2,246.00
504304	BIXBY, ATTICUS	\$796.36
504305	BRINKMAN, MATTHEW J.	\$759.04
504306	CARLSON, COURTNEY	\$194.80
504307	GOLBERG, KAILEY	\$9.98
504308	GOLBERG, KATANA J.	\$688.95
504309	HAAG, HERMAN	\$53.60
504310	HAYES, KELLY	\$2,238.40
504311	HEUER, ANDREW	\$543.91
504312	HOEN, ROBERT G.	\$571.05
504313	Hormann, Duane	\$577.20
504314	JACOBS, CAMBRIA S	\$151.41
504315	JAUS, RODNEY D	\$1,496.76
504316	LAGERGREN, BEN	\$651.48
504317	NIESEN, CHRISTOPHER D.	\$1,666.48
504318	ORR, AMBER G	\$181.57
504319	SCHNEEDWIND, BRIAN O	\$1,549.60
504320	WENISCH, MARY	\$213.75
504321	WICKENHAUSER, GRACE	\$248.37
504322	LENZ, DEBRA A	\$1,887.21
504323	MENZEL, ALICIA	\$1,628.00
504324	STENDER, DANIEL H	\$2,216.13
504325	HELGET, STEVE	\$3,485.60
504326	CANO, JOEY M	\$1,328.40
504327	MILLER, JODI	\$464.64
504328	VOIGT, ANTHONY	\$2,236.80
504329	KLEINBANK - net	\$19,730.75
	Gross	\$28,709.24

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JULY 2017

Name	Check Date	Check Amt	
10100 CHECKING			
Paid Chk# 027034 SHANAHAN CONSTRUCTION	7/11/2017	\$30,000.00	PAY REQUEST 2
Paid Chk# 027035 STENDER, DANIEL H	7/11/2017	\$107.99	BOOT REIMBURSEMENT
Paid Chk# 027036 KUESTER, TERESA	7/13/2017	\$450.00	LIFEGUARD RECERTIFICATION
Total Checks		<u>\$30,557.99</u>	

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JULY 2017

			Check Amt	Invoice	Comment
10100 CHECKING					
Paid Chk#	027037	7/24/2017	BARGEN		
E 101-41940-223	Repair/Maintenance Bldg/Ground		\$11,078.00	217362	SEALCOAT CITY HALL
	Total BARGEN		\$11,078.00		
Paid Chk#	027038	7/24/2017	BOLTON & MENK, INC		
G 808-22100	Escrow Collected		\$228.00	0205227	CURFMAN
G 807-22100	Escrow Collected		\$4,088.00	0205228	PRESERVE 5TH ADDITION
E 101-41500-303	Engineering Fees		\$382.50	0205230	MISC ENGINEERING
E 602-49450-303	Engineering Fees		\$4,427.50	0205230	DEWER
E 101-41500-303	Engineering Fees		\$532.00	0205230	I & I
E 101-41500-303	Engineering Fees		\$304.00	0205230	ALL SAINTS
	Total BOLTON & MENK, INC		\$9,962.00		
Paid Chk#	027039	7/24/2017	BRYAN ROCK PRODUCTS, INC.		
E 101-43100-224	Street Maint Materials		\$786.63		
	Total BRYAN ROCK PRODUCTS, INC.		\$786.63		
Paid Chk#	027040	7/24/2017	CARDMEMBER SERVICE		
E 101-43100-210	Operating Supplies (GENERAL)		\$35.67		
E 101-41400-200	Office Supplies (GENERAL)		\$39.00		
E 101-45200-221	Repair/Maintenance Equipment		\$621.84		
E 101-49860-223	Repair/Maintenance Bldg/Ground		\$78.99		
E 101-43100-211	Personal Protection Equipment		\$89.98		
E 101-41400-200	Office Supplies (GENERAL)		\$14.04		
E 101-49860-221	Repair/Maintenance Equipment		\$106.38		
E 101-49860-210	Operating Supplies (GENERAL)		\$685.76		
E 101-43100-221	Repair/Maintenance Equipment		\$8.25		
E 101-41400-350	Print/Publishing/Postage		\$986.56		
E 101-49860-251	Concessions		\$580.60		
E 602-49450-210	Operating Supplies (GENERAL)		\$145.00		
E 101-42200-210	Operating Supplies (GENERAL)		\$199.86		
	Total CARDMEMBER SERVICE		\$3,551.93		
Paid Chk#	027041	7/24/2017	CARQUEST AUTO PARTS		
E 101-42200-221	Repair/Maintenance Equipment		\$26.62		FIRE DEPT ACCT
E 101-43100-221	Repair/Maintenance Equipment		\$10.76	5927-149710	GEAR OIL
E 101-49860-223	Repair/Maintenance Bldg/Ground		\$7.10	5927-149774	RADIATOR PETCOCK
E 101-43100-221	Repair/Maintenance Equipment		\$69.54	5927-149902	HYD HOSE, HOSE END BRAID
E 101-43100-221	Repair/Maintenance Equipment		\$12.50	5927-149903	ZIP TIES
E 602-49450-223	Repair/Maintenance Bldg/Ground		\$49.76	5927-150236	BATTERIES
E 101-43100-221	Repair/Maintenance Equipment		\$0.55	5927-150422	COMPRESSION SLEEVE
E 101-43100-221	Repair/Maintenance Equipment		\$60.40	5927-150514	ROLL PIN PUNCHES, ZIP TIES, RAGS
E 101-43100-221	Repair/Maintenance Equipment		\$19.04	5927-150696	OIL FILTER
E 101-43100-221	Repair/Maintenance Equipment		\$10.25	5927-150803	SLIME
	Total CARQUEST AUTO PARTS		\$266.52		
Paid Chk#	027042	7/24/2017	CENTER POINT		

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			Check Amt	Invoice	Comment
E 602-49450-383	Gas Utilities		\$509.89		
E 101-49860-383	Gas Utilities		\$228.17		
E 101-45200-383	Gas Utilities		\$132.54		
E 101-43100-383	Gas Utilities		\$120.03		
E 101-42200-383	Gas Utilities		\$15.78		
E 101-41940-383	Gas Utilities		\$43.43		
E 601-49400-383	Gas Utilities		\$73.46		
Total CENTER POINT			\$1,123.30		
Paid Chk# 027043	7/24/2017	CITIZEN STATE BANK HSA ACCTS			
G 101-21718	HSA ACCOUNT		\$333.34		ARETZ
G 101-21718	HSA ACCOUNT		\$333.34		MENZEL
G 101-21718	HSA ACCOUNT		\$333.34		LENZ
Total CITIZEN STATE BANK HSA ACCTS			\$1,000.02		
Paid Chk# 027044	7/24/2017	CITIZENS STATE BANK WAVERLY			
G 101-21718	HSA ACCOUNT		\$333.34		
Total CITIZENS STATE BANK WAVERLY			\$333.34		
Paid Chk# 027045	7/24/2017	FASTENAL			
E 101-43100-211	Personal Protection Equipment		\$91.44	MNWAC52271	NTRL GLOVE
Total FASTENAL			\$91.44		
Paid Chk# 027046	7/24/2017	HAWKINS WATER TREATMENT GROUP			
E 101-49860-216	Chemicals and Chem Products		\$5.00	4104613	CHLORINE CYLINDER
E 101-49860-216	Chemicals and Chem Products		\$1,085.27	4109230	CHLORINE, ACID, CARBOY
Total HAWKINS WATER TREATMENT GROUP			\$1,090.27		
Paid Chk# 027047	7/24/2017	HERMEL WHOLESale			
E 101-49860-251	Concessions		\$192.64	657091	CONCESSIONS
Total HERMEL WHOLESale			\$192.64		
Paid Chk# 027048	7/24/2017	HEUER, JEN			
E 101-45200-432	Refund		\$75.00		LEGION PARK REIMBURSEMENT
Total HEUER, JEN			\$75.00		
Paid Chk# 027049	7/24/2017	HILGERS PLUMBING & HEATING, IN			
E 101-41940-223	Repair/Maintenance Bldg/Ground		\$269.95	11468	PAVILION AC
E 101-41940-223	Repair/Maintenance Bldg/Ground		\$220.00	11473	CLAY BUILDING TOILET
E 101-41940-223	Repair/Maintenance Bldg/Ground		\$680.00	11475	AC
Total HILGERS PLUMBING & HEATING, IN			\$1,169.95		
Paid Chk# 027050	7/24/2017	KLEINBANK			
G 101-21718	HSA ACCOUNT		\$333.34		STENDER
G 101-21718	HSA ACCOUNT		\$166.66		SCHNEEWIND
G 101-21718	HSA ACCOUNT		\$453.34		HELGET
Total KLEINBANK			\$953.34		
Paid Chk# 027051	7/24/2017	LANO EQUIPMENT			

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JULY 2017

			Check Amt	Invoice	Comment
E 101-43100-221	Repair/Maintenance Equipment		\$22.42	12532	WATER TRUCK PARTS
	Total LANO EQUIPMENT		\$22.42		
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Paid Chk# 027052	7/24/2017	LENZ, DEBRA			
E 101-41400-331	Travel/Meeting Expense		\$45.74		MILEAGE REIMBURSEMENT
	Total LENZ, DEBRA		\$45.74		
<hr/>					
Paid Chk# 027053	7/24/2017	LOFFLER BUSINESS SYS LLC			
E 101-41400-437	Maintenance Contract		\$131.22	2559364	COPIES
	Total LOFFLER BUSINESS SYS LLC		\$131.22		
<hr/>					
Paid Chk# 027054	7/24/2017	MAYER LUMBER CO.			
E 101-49860-223	Repair/Maintenance Bldg/Ground		\$67.88		
E 101-45200-223	Repair/Maintenance Bldg/Ground		\$210.68		
	Total MAYER LUMBER CO.		\$278.56		
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Paid Chk# 027055	7/24/2017	MID COUNTRY BANK			
G 101-21718	HSA ACCOUNT		\$433.34		
	Total MID COUNTRY BANK		\$433.34		
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Paid Chk# 027056	7/24/2017	MID-AMERICAN RESEARCH CHEMICAL			
E 101-43100-221	Repair/Maintenance Equipment		\$477.96	0611301-IN	RELEASE AGENT
	Total MID-AMERICAN RESEARCH CHEMICAL		\$477.96		
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Paid Chk# 027057	7/24/2017	MID-COUNTY CO-OP OIL ASSN			
E 101-43100-212	Motor Fuels		\$181.09	21286	
	Total MID-COUNTY CO-OP OIL ASSN		\$181.09		
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Paid Chk# 027058	7/24/2017	MINI BIFF			
E 101-45200-418	Other Rentals (Biffs)		\$20.53	A-87094	SPORTS COMPLEX
E 101-45200-418	Other Rentals (Biffs)		\$107.61	A-87095	LEGION PARK
E 101-45200-418	Other Rentals (Biffs)		\$151.28	A-87106	FRIENDSHIP PARK
E 101-45200-418	Other Rentals (Biffs)		\$107.61	A-87200	FRIENDSHIP
E 101-45200-418	Other Rentals (Biffs)		\$81.60	A-87202	WILLKOMMEN PARK
E 101-45200-418	Other Rentals (Biffs)		\$215.22	A-87372	WILLKOMMEN PARK
	Total MINI BIFF		\$683.85		
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Paid Chk# 027059	7/24/2017	MINNESOTA VALLEY TESTING LAB			
E 602-49450-217	Lab Fees		\$25.00	872413	PHOSPHORUS
E 602-49450-217	Lab Fees		\$36.20	873198	PHOSPHORUS
E 601-49400-217	Lab Fees		\$93.00	873530	COLIFORM
	Total MINNESOTA VALLEY TESTING LAB		\$154.20		
<hr/>					
Paid Chk# 027060	7/24/2017	MN PUBLIC FACILITIES AUTHORITY			
E 601-49400-601	Debt Srv Bond Principal		\$74,426.30		
	Total MN PUBLIC FACILITIES AUTHORITY		\$74,426.30		
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Paid Chk# 027061	7/24/2017	MUNICIPAL DEVELOPMENT GROUP			
E 101-46500-310	Other Professional Services		\$1,126.40	NYA071017	EDC SERVICES

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JULY 2017

			Check Amt	Invoice	Comment
Total MUNICIPAL DEVELOPMENT GROUP			\$1,126.40		
Paid Chk#	027062	7/24/2017	NYA TIMES		
E 101-41320-350	Print/Publishing/Postage		\$34.02	507784	SIGNS IN RC-1
E 101-41400-350	Print/Publishing/Postage		\$26.46	509536	JULY 24TH PH
Total NYA TIMES			\$60.48		
Paid Chk#	027063	7/24/2017	ORLICKI, CORINNA		
E 101-45200-432	Refund		\$56.32		REIMBURSEMENT
Total ORLICKI, CORINNA			\$56.32		
Paid Chk#	027064	7/24/2017	PRO AUTO & TRANSMISSION REPAIR		
E 101-42200-221	Repair/Maintenance Equipment		\$2,032.10	0056399	U-21
E 101-43100-221	Repair/Maintenance Equipment		\$46.15	0057041	P3
E 101-43100-221	Repair/Maintenance Equipment		\$36.36	0057087	2000 MISC
Total PRO AUTO & TRANSMISSION REPAIR			\$2,114.61		
Paid Chk#	027065	7/24/2017	SRF CONSULTING GROUP INC		
E 101-41320-310	Other Professional Services		\$1,014.90	10479.00-1	COMP PLAN UPDATE
Total SRF CONSULTING GROUP INC			\$1,014.90		
Paid Chk#	027066	7/24/2017	STATE BANK OF HAMBURG		
G 101-21718	HSA ACCOUNT		\$433.34		JAUS
Total STATE BANK OF HAMBURG			\$433.34		
Paid Chk#	027067	7/24/2017	STORMS WELDING & MFG INC		
E 101-43100-221	Repair/Maintenance Equipment		\$301.03	50143	PLOW BLADE
Total STORMS WELDING & MFG INC			\$301.03		
Paid Chk#	027068	7/24/2017	SUN LIFE ASSURANCE COMPANY		
G 101-21707	Disability Insurance		\$403.23		SHORT & LONG TERM DISABILITY
Total SUN LIFE ASSURANCE COMPANY			\$403.23		
Paid Chk#	027069	7/24/2017	TOWN & COUNTRY GLASS		
E 101-41940-223	Repair/Maintenance Bldg/Ground		\$266.94	10543	PAVILION WINDOWS
Total TOWN & COUNTRY GLASS			\$266.94		
Paid Chk#	027070	7/24/2017	UNUM LIFE INSURANCE CO		
G 101-21715	Life Ins		\$17.69		LIFE INSURANCE
Total UNUM LIFE INSURANCE CO			\$17.69		
Paid Chk#	027071	7/24/2017	US POSTAL SERVICE		
E 601-49400-350	Print/Publishing/Postage		\$133.01		
E 602-49450-350	Print/Publishing/Postage		\$133.01		
E 603-49500-350	Print/Publishing/Postage		\$133.00		
Total US POSTAL SERVICE			\$399.02		
Paid Chk#	027072	7/24/2017	USA BLUE BOOK		
E 602-49450-221	Repair/Maintenance Equipment		\$355.50	291729	AUTODIALER

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			Check Amt	Invoice	Comment
Total USA BLUE BOOK			\$355.50		
Paid Chk# 027073	7/24/2017	WENISCH, ROMIE			
E 101-42400-312	Building Inspection Fee		\$56.00		REIMBURSMENT FOR WINDOW PERMIT
Total WENISCH, ROMIE			\$56.00		
Paid Chk# 027074	7/24/2017	XCEL ENERGY			
E 101-45200-381	Electric Utilities		\$19.60		710 RR ST E
E 101-41940-381	Electric Utilities		\$1,672.37		
E 101-42200-381	Electric Utilities		\$353.76		
E 101-42500-381	Electric Utilities		\$11.19		
E 101-43100-380	Street Lighting		\$442.45		
E 101-43100-381	Electric Utilities		\$407.70		
E 101-45200-381	Electric Utilities		\$891.87		
E 101-45500-381	Electric Utilities		\$837.62		
E 601-49400-381	Electric Utilities		\$656.12		
E 602-49450-381	Electric Utilities		\$4,633.52		
E 101-49860-381	Electric Utilities		\$210.73		
E 601-49400-381	Electric Utilities		\$2,844.28		104 3RD AVE SE
Total XCEL ENERGY			\$12,981.21		
10100 CHECKING			\$128,095.73		

Fund Summary

10100 CHECKING	
101 GENERAL FUND	\$35,105.18
601 WATER FUND	\$78,226.17
602 SEWER FUND	\$10,315.38
603 STORM WATER UTILITY	\$133.00
807 Escrow - Preserve 5	\$4,088.00
808 Escrow - Curfman 600 RR St	\$228.00
	<u>\$128,095.73</u>



TO: Mayor Lagergren and City Council Members
FROM: Kelly Hayes, City Clerk / Treasurer
DATE: July 24, 2017
RE: Planning Commission Resignation – Cassandra Kemp

On July 5, 2017, the City received the below email from Cassandra Kemp requesting to resign from her position on the Planning Commission effectively immediately.

We would like to thank Cassandra for the time that she spent on the Planning Commission.

Recommendation: **A motion to approve the resignation of Cassandra Kemp from the Planning Commission.**



TO: Mayor Lagergren and Council Members

FROM: Kelly Hayes, City Clerk / Treasurer

DATE: July 24, 2017

RE: Adjusting Fee Schedule

A local civic group had brought concerns to the council regarding having to pay the rental fees when they use a City owned rental facility for an event. They are requesting that the City waive the rental fees for civic groups because they put the money back into the City. At the Work Session on June 26, 2017, the City Council discussed civic groups using the rental facilities at no charge.

A Public Hearing for Adjusting Fee Schedule was completed earlier during this meeting.

RECOMMENDATIONS:

A motion to approve Ordinance 291 an ordinance amending the fee schedule in chapter 20 of the Norwood Young America City Code regarding civic group city facility rentals.

Norwood Young America

CITY OF NORWOOD YOUNG AMERICA
CARVER COUNTY, MINNESOTA

ORDINANCE NO. 291

AN ORDINANCE AMENDING THE FEE SCHEDULE
IN CHAPTER 20 OF THE NORWOOD YOUNG AMERICA CITY CODE
REGARDING CIVIC GROUP CITY FACILITY RENTALS

WHEREAS, by Ordinance No. 185, the City Council adopted language for Chapter 20 "Fees", authorizing and establishing certain fees, charges, costs and rates for licenses, permit applications, information, services, and other matters required or provided by the City, at their regular meeting on January 8, 2007; and

WHEREAS, the fee schedule for the year 2017 was adopted and set forth as "Schedule A" in Section 2000.02 "Fee Schedule" as part of Ordinance No. 278 on November 28, 2016; and

WHEREAS, the fee schedule for the year 2017 established and authorized in Chapter 20, Section 2000.02, Business Permits/Service Charges is amended as follows:

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Norwood Young America, Carver County, Minnesota that the 2017 Fee Schedule established and authorized in Chapter 20, Section 2000.02, of the Norwood Young America City Code, adopted by Ordinance No. 278, is amended under this Ordinance No. 291, dated July 24, 2017, a copy of which is on file in the office of the City Clerk, is hereby approved and shall become effective immediately.

Adopted by the City Council this 24th day of July 2017.

CITY OF NORWOOD YOUNG AMERICA

ATTEST:

Mayor

Kelly Hayes, City Clerk-Treasurer



To: Honorable Mayor Lagergren
Members of the City Council
Administrator Helget

From: Cynthia Smith Strack, Consulting Planner

Date: July 24, 2017

Re: Rezone Part of Outlot A, The Preserve 4th Addition

Applicant: Scott Loomis, Chief Managing Officer, Loomis Homes LLC

Request: Rezoning P-1 Parks/Open Space to R-1 Low Density Single Family Residential

Subject Address: Not Assigned. Generally East of Fox Crossing and West of Barnes Lake

Legal Description: Outlot A, The Preserve 4th Addition

Property ID: 58.6530430

Zoning Class: Current: P-1 Parks/Open Space District
Requested: R-1 Low Density Single Family Residential District

Representative: Scott Loomis

Attachments: Plat Application Materials
Site Map
Memo from City Engineer dated July 12, 2017
Proposed Covenants
Draft Developer's Agreement
Final Plat
Ordinance: Rezoning Part of Outlot A, The Preserve 4th Addition
Resolution: Developer's Agreement
Resolution: Final Plat

BACKGROUND

The City approved a preliminary plat for the entire Preserve development on February 11, 2002. A final planned unit development (PUD) plan was approved in March 2002. The Preserve is a phased PUD on approximately 150 acres. Four previous phases were finalized and developed. Preserve 5th addition is the fifth phase of the development. In total, the Preserve included 293 housing units, specifically 155 single family detached lots, 108 townhome units and 30 twin home units. The arrangement of the multi-family units was revised after the preliminary plat to comply with shoreland management and wetland regulations, prior to approval of an initial final plat.

Preserve 5th is situated east of The Preserve 3rd and The Preserve 4th Additions. The final plat is attached. Proposed Preserve 5th consists of 37 one-family lots ranging in size from 9,006 square feet to 21,690 sf with an average size of 15,036 sf. A summary of lots and square footages are attached. Dwelling styles are primarily walk-outs with a few look-outs and full basement styles in Block 2.

Lot and building packages are proposed in the \$250,000-\$325,000 range. The Applicant proposes covenants which were approved for former phases (copy attached). Staff notes are not enforceable by the City. Existing home estimated market values (2017) in The Preserve 3rd Addition range from \$264,600 to \$735,000 with a median value of \$354,150 and an average value of \$376,206. Existing home estimated market values (2017) in the Preserve 4th Addition range from \$179,400 to \$234,200 with a median value of \$204,900 and an average value of \$204,730. A summary of EMV of adjacent properties is attached.

REZONING REQUEST:

The Applicant proposes rezoning a portion of Outlot A, Preserve 4th Addition from P-1 Parks and Open Space to R-1 Low Density Single Family Residential. The rezoning request is to remedy an apparent error on the Official Zoning Map wherein privately owned property was inadvertently zoned P-1 Parks and Open Space. The area proposed for rezoning was previously rough-graded with a prior addition of The Preserve and was pre-platted as one-family residential lots. The Park and Open Space District did not exist at the time of PUD approval for The Preserve. The P-1 District, when created, was intended only for those areas existing as parks within the City.

A portion of the subject property is to be dedicated to the City as parkland in conjunction with a proposed plat entitled “Preserve 5th Addition and was envisioned as part of “Prairie Dawn Park”.

Planned use of the subject property under the 2008 Comprehensive Plan is low to medium density residential. The proposed and planned uses are consistent.

The code does not specify review criteria or required standards for approving a rezoning request; however, rezoning must not be adverse to the public’s health, safety, or welfare. The Code requires specific adoption criteria – i.e. a super-majority vote by the City Council.



The Code standard is as follows:

Subd. 1 Adoption. This chapter may be amended, changed or altered only by a favorable (two-thirds) majority vote of all members of the City Council, and only after a public hearing has been duly advertised and held by the Planning Commission.

PC Recommendation

The Planning Commission held a public hearing on the rezoning request on June 6, 2017 following posting, publishing, and distribution the hearing notice. Several members of the public provided testimony. An excerpt of the approved public hearing minutes is attached. Following the hearing, the Planning Commission postponed action on the requested rezoning (and final plat consideration).

The Planning Commission resumed consideration of the rezoning request at a meeting July 5, 2017. An excerpt from the draft meeting minutes is attached. Following receipt of additional information from the City Attorney’s Office the Planning Commission recommended the City Council approve rezoning of a portion of Outlot A, The Preserve 4th Addition (commensurate with areas approved for single lot development under the applicable planned unit development) request as the currently assigned zoning classification appears to have been in inadvertent error.

The Planning Commission recommended approval of the rezoning based on the following:

- Zoning of the portion of the subject property as requested remedies an apparent inadvertent error on the Official Zoning Map wherein privately held property was zoned Park Open Space. Items supporting this conclusion include:

- The subject area was previously subject to concept plan/PUD review/approval,
- The subject area was previously rough-graded for residential lot development,
- The P-1 District did not exist at the time the planned unit development for the entire Preserve development was approved,
- The P-1 District, was created to rezone existing parks, and
- The subject property is privately held.
- The rezoning is consistent with the 2008 Comprehensive Plan
- The rezoning is consistent with previously approved PUD plans

ACTION

The City Council is to consider the rezoning request. Please find an Ordinance attached rezoning a portion of Outlot A, The Preserve 4th Addition should the City Council favor the request.

**CITY OF NORWOOD YOUNG AMERICA
ORDINANCE NO. 292**

AN ORDINANCE REZONING CERTAIN PROPERTY FROM P-1 PARK/OPEN SPACE TO R-1 LOW DENSITY SINGLE FAMILY RESIDENTIAL DISTRICT.

- I. THE CITY COUNCIL OF THE CITY OF NORWOOD YOUNG AMERICA, MINNESOTA HEREBY ORDAINS:**

- II. THE FOLLOWING DESCRIBED PROPERTY IS HEREBY REZONED FROM P-1 PARKS/OPEN SPACE DISTRICT TO R-1 LOW DENSITY SINGLE FAMILY RESIDENTIAL DISTRICT:**

Part of Property Identification Number: 58.6530430, legally described as:

OUTLOT A, THE PRESERVE 4TH ADDITION

- III. THE PORTION OF THE SUBJECT PROPERTY TO BE REZONED IS DEPICTED IN THE ILLUSTRATION ATTACHED HERETO AS EXHIBIT A.**

- IV. EFFECTIVE DATE: THIS ORDINANCE IS EFFECTIVE UPON ITS ADOPTION AND PUBLICATION AS PRESCRIBED BY LAW.**

Adopted by the City of Norwood Young America on the 24th day of July, 2017.

Carol Lagergren, Mayor

Attest:

Kelly Hayes, City Clerk

(S E A L)

**EXHIBIT A
ORDINANCE NO. 292**





To: Honorable Mayor Lagergren
Members of the City Council
Administrator Helget

From: Cynthia Smith Strack, Consulting Planner

Date: July 24, 2017

Re: Approval of Developer's Agreement: The Preserve 5th Addition

Applicant: Scott Loomis, Chief Managing Officer, Loomis Homes LLC

Request: Final Plat Approval: The Preserve 5th Addition

Subject Address: Not Assigned. Generally East of Fox Crossing and West of Barnes Lake

Legal Description: Outlot A, The Preserve 4th Addition

Property ID: 58.6530430

Zoning Class: P-1 Parks/Open Space District

Representative: Scott Loomis

Attachments: Plat Application Materials
Site Map
Memo from City Engineer dated July 12, 2017
Proposed Covenants
Draft Developer's Agreement
Final Plat
Ordinance: Rezoning Part of Outlot A, The Preserve 4th Addition
Resolution: Developer's Agreement
Resolution: Final Plat

BACKGROUND

The City requires developers enter into agreements to ensure subdivision developments containing future public streets, utilities, and the like adhere to intended plans and specifications. The developer's agreements also ensure all costs of development are borne by those benefiting.

A developer's agreement has been drafted by City Attorney Jay Squires and is attached hereto. The agreement is presented for consideration by the Council.

ACTION

The City Council is to consider the developer's agreement. A RESOLUTION approving the agreement and authorizing execution thereof, is attached for consideration.

RESOLUTION 2017-12

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR AND CITY ADMINISTRATOR TO EXECUTE A DEVELOPER'S AGREEMENT FOR THE PRESERVE 5TH ADDITION

BE IT RESOLVED by the City Council of Norwood Young America, Carver County, Minnesota as follows:

WHEREAS, Scott Matthew Loomis the Chief Managing Officer of Loomis Homes, LLC (the "Developer") previously submitted plans to the City of Norwood Young America (the "City") for The Preserve 5th Addition (the "Development") pursuant to Chapter 1120 of the City Code; and

WHEREAS, on February 11, 2002, the City approved a general concept plan and preliminary plat for a development in its entirety referred to as the Preserve, comprised of 155 single family detached units, 108 townhome units, and 30 twin home units; and

WHEREAS, on March 25, 2002, the City approved Resolution 2002-24, granting Planned Unit Development approval for the entire Preserve Development; and

WHEREAS, the City Attorney has prepared a proposed developer's agreement pertaining to The Preserve 5th Addition, a copy of which is attached hereto as Attachment A (the "Developer's Agreement"); and

WHEREAS, the Developer's Agreement shall be executed prior to execution of the final plat for The Preserve 5th Addition.

THEREFORE, BE IT FURTHER RESOLVED, that the City Council of Norwood Young America, Carver County, Minnesota, hereby approves the form of the Developer's Agreement attached as Attachment A and proposed documents attached to the Developer's Agreement in substantially the form attached hereto as Attachment A, together with incidental modifications, deletions, and additions as the City Administrator and City Attorney may deem appropriate.

BE IT FURTHER RESOLVED the Mayor and City Administrator are authorized and directed to execute, acknowledge, and deliver the Developer's Agreement and any other documents or instruments necessary or desirable to effectuate the transactions described in the Developer's Agreement.

Adopted by the City Council this 24th day of July, 2017.

Carol Lagergren, Mayor

Attest:

Kelly Hayes, City Clerk

**RESOLUTION 2017-12
ATTACHMENT A
DEVELOPER'S AGREEMENT**

DEVELOPMENT AGREEMENT

THIS AGREEMENT, is made and entered into this ____ day of ____, 2017, by and between the City of Norwood Young America, a municipal corporation organized under the laws of the State of Minnesota (the "City"), and Loomis Homes, LLC, a Minnesota Corporation, (the Developer).

RECITALS:

WHEREAS, the City has approved the Final Plat for The Preserve Fifth Addition, generally described as a residential development, encompassing 37 single-family lots hereafter to be known as the Property.

WHEREAS, the execution of this Agreement by Developer is a condition of the City's final approval of the subdivision and plat of the Property;

NOW, THEREFORE, in consideration of the premises and the mutual promises and conditions hereinafter contained, it is agreed as follows:

I. Approvals.

- A.** Approval by the City of the plat for The Preserve Fifth Addition shall be subject to the terms and conditions of this Agreement, which shall become effective upon approval of the final plat.
- B.** The Developer agrees to the installation of the Developer Improvements, subject to the terms and conditions of this Agreement, and grants the dedications as herein provided and as dedicated in the plat of the Property.
- C.** The Developer shall comply with all terms and conditions of plat approval including but not limited to those set forth in City Resolution Number 2017-13.

II. Representations of Developer.

As inducement for the City's approval of the engineering specifications, its authorization to proceed with construction, and its entering into this Agreement, the Developer represents and warrants to the City:

- A.** That the Developer has the authority to enter into this agreement and that the developer is prepared to develop the property.
- B.** That the Developer intends to use the Property solely for the purpose of establishing a residential development in accordance with the plat for The Preserve Fifth Addition.

- C. That the proposed subdivision complies with all County, State and Federal laws and regulations.
- D. That the subdivision does not require an Environmental Assessment Worksheet or an Environmental Impact Statement, but shall prepare the same if required to do so by any other governmental entity pursuant to law and shall reimburse City for reasonable expenses incurred by City in connection with the preparation of the review. including staff time and attorneys' fees.
- E. That the subdivision complies with all wetland protection laws.
- F. That the Officers who execute this agreement certify that they have the legal authority to execute this agreement and further that the execution of this agreement is in compliance with the organizational documents of the Developer and that no provision in this Agreement is in violation of any corporate authority of the Developer.

III. Municipal Improvements.

- A. The City has constructed the necessary trunk service lines for sanitary sewer and water to serve the Subdivision and the Residential Lots, (the "Municipal Improvements"). The City and the Developer agree that the Developer will pay to the City the availability charges identified in Section XIV (B) hereof.; provided, that the availability charges for all lots, whether a home has been constructed or not, will be paid to the City by the Developer no later than three (3) years from the date hereof.
- B. The City has improved County Road 34 to facilitate the Preserve development. The Developer agrees to pay to the City a County Road 34 charge per Section XIV (C) hereof.
- C. The Developer agrees to pay to the City an outlet charge for discharge of storm water into Barnes Lake per Section XIV (C) hereof.

IV. Developer Improvements.

Developer agrees that it will provide for and pay for, as well as coordinate the installation of the following items within the development:

1. Surveying, platting and recording requirements.
2. Monuments at lot corners as reasonably required.
3. Electricity, telephone, cable, fiber optic, and gas lines (to be buried).

4. Gravel base and bituminous surfacing or roads.
5. Concrete curb and gutter.
6. Sanitary sewer mains.
7. Water mains and fire hydrants.
8. Water and sewer service hookups for individual lots.
9. Storm sewer, surface water drainage, ponding (including necessary retention ponds) and drainage controls, including drain tile, if necessary.
10. Soil borings, if necessary.
11. Lot grading, including stabilization and erosion controls.
12. Street and traffic signs.
13. Street lights.
14. Reproducible mylar as-built drawings.
15. Installation of trees as depicted on the final plan, including at least two trees in front yards outside right of way that are at least two inches in diameter, and are of a species approved by the City.
16. Mailboxes.
17. Sidewalks and trails.
18. Wetland mitigation in compliance with the approved mitigation plan for The Preserve.
19. All other items or site improvements necessary, appropriate and incidental to the completion of the development contemplated herein, with any modifications or additions duly made by change orders, add-ons or add-alternatives.

All of the improvements shall be completed in accordance with City standards, and plans and specifications to be prepared by the Developer's engineer, Otto Associates, as follows: The Preserve 5th Addition, Loomis Homes, LLC/May 11, 2017. Installation shall be subject to on-site inspections by an inspector designated by the City and paid for by Developer. The Developer shall commence construction of the improvements upon approval of the final plat by the City. Upon notice by Developer of Completion of construction of the project, City shall inspect the project. If it is satisfied with the work, City shall provide to Developer a Certificate of Completion.

V. Bituminous Surfacing.

The City agrees that the last course of bituminous surfacing may be installed in the construction season following that in which the initial construction and first course are completed, for the purpose of resolving any settling issues. If Developer installs the last bituminous course in the construction season following initial construction, Developer's warranty on the roads shall commence on completion and acceptance of the last course by the City.

VI. Street Signs.

The Developer agrees to pay for production and installation of all City street signs. At its option, the City may purchase the signs and the Developer shall promptly reimburse the City.

VII. Miscellaneous Additional Developer Provisions.

1. The Developer shall prepare restrictive covenants for the subdivision, subject to approval of the City. The covenants shall include such landscaping requirements as the City may reasonably require, covering matters such as construction of concrete or blacktop driveways in accordance with the plans for previously approved by the City, seeding or sodding of lawns, planting of trees and shrubs, and so forth. Such covenants shall be approved and filed prior to conveyance of the first lot in subdivision, or issuance of the first building permit, whichever comes first.
2. The enforcement of restrictive covenants shall be by the property owners and not the City. In the event any such requirements are not completed at the time of issuance of a building permit, funds sufficient to complete the improvements shall be placed in escrow with an acceptable third party bank or title company to insure completion, which in any event must be accomplished no later than one year from the issuance of the occupancy permit. If the requirements are not completed within one year, the City shall be entitled to cause the same to be completed and draw on the escrowed funds for the purpose of paying the cost thereof.
3. The Developer shall deposit with the City the sum of \$2,000 per lot, as a security deposit for the safe care and keeping of the City's infrastructure (primarily streets, curbs, sidewalks, water lines, sewer lines, valves and connections). The Developer shall deposit an additional \$900 per lot to assure compliance with landscaping, tree planting, and driveway construction requirements. The deposits shall be made at the time a building permit is requested for each such lot. The security deposit for each

such lot shall be released by the City after the completion of construction, landscaping and sodding for such lot; and within thirty (30) days of the City determining that no damages exist or have been repaired.

4. The Developer recognizes the City has incurred and/or will incur out-of-pocket legal, planning, engineering, building inspection and other costs in connection with review of the proposed developed, preparation of this Agreement, and review and inspection of work in conjunction with construction of the project. Developer shall be responsible for said costs. As security for payment of said costs, Developer has previously deposited into an escrow the amount of \$ 10,000 from which City will reimburse itself. If the escrow falls below \$5,000, Developer shall make additional deposits to bring the escrow back to its original balance.
5. The Developer shall submit to the City, prior to commencement of any work on the project, evidence of a commitment for a mortgage or other financing sufficient to fund construction of the project and Developer Improvements. If the City rejects the evidence, Developer shall have fourteen (14) days to submit alternate evidence of adequate financing. If such submission is determined by the City to be inadequate, the City may terminate this Agreement.
6. The Developer warrants all work it performs under this Agreement against defective material and faulty workmanship for a period of two (2) years after its completion and acceptance by City.
7. Prior to commencement of work on the project, Developer will present title demonstrating to City that Developer owns the property to be developed in fee simple free and clear of all encumbrances. The title evidence shall be acceptable to the City in its sole discretion.
8. The Developer shall maintain the project site in a good condition acceptable to the City. The Developer shall not bury trees, stumps, garbage or construction debris or materials on the property, and shall keep City streets clean and obstruction. No weeds, grass, brush, or other rank vegetation shall be allowed to any height exceeding six (6) inches.
9. The Developer acknowledges that an eagles nest may exists on or near the property. Developer shall obtain all required permits and comply with all laws relating to the presence of the nest.

VIII. Street Lighting Systems.

The Developer agrees to provide a street lighting system according to City and Electric Company standards. The street lighting system shall be substantially identical to the system of street lights in the Preserve Development. The street lighting system shall be completed and energized prior to the issuance of any building permits.

IX. Utilities.

The Developer agrees that all utilities installed in the Subdivision shall be underground; specifically including all the electrical, telephone, cable television and gas service. The Developer hereby represents that these services will be available to use prior to occupancy of any dwelling in the Subdivision.

X. Occupancy.

No occupancy of any building in the Subdivision shall occur until water, sanitary sewer, and a hard driving surface on necessary streets are available for use. Sidewalks as they abut a particular lot shall be installed and completed prior to commencement of any excavation or construction for a dwelling upon any particular lot.

XI. Permits.

During the performance of this Agreement, the Developer, to the extent necessary, shall promptly apply for and obtain all permits, approvals, licenses, or other documents from any and all necessary government agencies (which may include the City, Carver County, Minnesota Pollution Control Agency, Carver County Water Management Organization and Department of Natural Resources) as concerns any activity the Developer may engage in upon the property.

XII. Park Dedication.

Developer agrees to deed Outlot A on the plat to the City. Developer shall also deed trail easements as identified on the plat and construct and maintain trails within the easements as identified in construction plans to be approved by the City. Developer shall also grant to the City a trail easement between Lots 8 and 9, Block 3. No additional monetary amount shall be required of the Developer.

XIII. Insurance.

The Developer shall provide and maintain at all times during the process of constructing the project and Developer Improvements the following:

1. Builder's risk insurance written on the so-called "Builder's Risk-Completed Value Basis" in an amount equal to one hundred percent (100%) of the insurable value of the project and Developer Improvements with coverage on the so called "all risk" form of policy.
2. Commercial general liability including public liability insurance naming the City as a co-insured with limits for bodily injury or death not being less than two million (\$2,000,000) dollars for each occurrence.
3. Worker's Compensation insurance with statutory coverage as required by Minnesota law.

All policies of insurance shall be taken out and maintained in responsible insurance companies authorized to do business in the State of Minnesota. Developer shall provide proof of said insurance to City.

Developer agrees to notify the City immediately in the case of damage to the project or Developer Improvements exceeding Twenty-Five Thousand (\$25,000) dollars.

The City shall be notified of any change or cancellation of said insurances.

XIV. Security for Cost of Developer Improvements and Access Charges.

- A. Developer shall prior to commencement of the Developer Improvements provide the City with cash, a performance bond or any irrevocable letter of credit, in form satisfactory to the City, in the amount of (\$ _____), a sum equal to 125% of the estimated total of all costs of the improvements to be constructed by the Developer, which will be dedicated to the City ("Developer Improvements"), to be deposited before the Developer commences construction of any portion of such improvements. The cash deposit, performance bond, letter of credit or other surety shall be maintained continuously by the Developer until the Developer Improvements are completed to the City's satisfaction. Developer shall be entitled to a reduction in the amount of security upon completion of the first lift of bituminous road surface, in an amount equal to 100% of the actual cost of the Developer Improvements completed as of such date, provided however that the remaining amount of the security shall be equal to at least 125% of the estimated costs of the remaining improvements.
- B. The City will charge water and sewer availability charges, water and sewer hook-up fees, and a water meter fee at the time of issuance of a building permit. Developer shall provide the City with cash or an irrevocable letter of credit in form satisfactory to the City, in the sum of \$179,162.14, which

represents an estimated 100% of the current charges for these items. The sum shall be deposited before the Developer commences construction of any portion of the Developer Improvements contemplated by this agreement. Said letter of credit will be a guaranty to the City that the charges will be paid. The cash or letter of credit shall be continuously maintained by the Developer until the Developer improvements are completed to the City's reasonable satisfaction and all charges are paid in full. Prior to drawing on the cash or letter of credit, the City agrees to provide 15 days written notice of the Developer of the City's intention. The cash or letter of credit may be reduced once per year as fees are paid, provided however that the remaining amount of the security shall be equal to at least 100% of the estimated costs of the unpaid access charges.

C. Developer shall pay all pertinent City development fees upon execution of this Agreement, including but not limited to the following:

i. Barnes Lake Outlet Charge	\$250/per lot
ii. County Road 34 Charge	\$634/per lot
iii. Sewer Trunk Fees	\$3,900/per lot
iv. Water Trunk Fees	\$3,900/per lot
v. Storm Sewer Fees	\$750/per lot

XV. Responsibility for Costs and Hold Harmless.

- A. The Developer shall pay all costs incurred by it in connection with the development of the Subdivision, including but not limited to construction of Developer Improvements, and shall hold the City and its officers and employees harmless from the same.
- B. The Developer shall reimburse the City for its costs and attorneys' fees incurred in connection with any proceeding to enforce this Agreement.
- C. The Developer agrees to pay for any Environmental Assessments and/or Environmental Impact Statements, if required.
- D. The Developer shall hold the City and its officers and employees harmless from claims arising out of any of the actions of the Developer in connection with the platting and subdivision of the Property, the construction of the Developer Improvements, and the sale of the Lots within the subdivision.

XVI. Prohibitions Against Assignment of Agreement.

- A. Developer agrees not to assign its rights nor its liabilities and obligations under this agreement, without written consent of the City.
- B. In the absence of a written agreement signed by the City releasing the Developer, no such transfer, nor any approval thereof by the City, shall be deemed to relieve Developer from any of its obligations. Provided, that in the event City approves a substitute Developer and the Property is transferred to said substitute, the City agrees to relieve the Developer of liability for performance as described in this contract. Said substitute shall assume all responsibilities and rights of the Developer under this contract.

XVII. Events of Default and Defined.

Following shall be Events of Default under this Agreement:

- 1. Failure by the Developer to observe and perform any covenant, condition, obligation, or agreement to be observed or performed by it under the terms of this Agreement.
- 2. If the Developer shall admit in writing its inability to pay its debts generally as they become due, or shall make an assignment for the benefit of its creditors, or shall consent to the appointment of a receiver of itself or of the whole or any substantial part of the Property.
- 3. If the Developer shall file a petition under the Federal bankruptcy laws, or is adjudicated a debtor in an involuntary proceeding.
- 4. If the Developer fails to diligently pursue the project to completion. *Diligently pursue* means the Developer has completed the platting, zoning and development process during the calendar year 2017, has installed the basic infrastructure during the 2018 construction season, and has paid the access charges for at least 20% of the lots in each year commencing with the year 2018.

XVIII. Notice/Remedies of Default.

Whenever any Event of Default occurs, the City shall give written notice of the Event of Default to Developer by United States mail at its last known address. If the Developer fails to cure the Event of Default within fifteen (15) days of the date of mailed notice, in addition to any other remedy provided in this Agreement, and without waiver of any such right, City may avail itself of any or all of the following remedies for so long as the Developer is in default:

1. Halt all plat development work and construction of Developer Improvements until such time as the Event of Default is cured.
2. Refuse to issue building permits or occupancy permits as to any lot until such time as the Event of Default is cured.
3. Apply to a court of competent jurisdiction to enjoin continuation of the Event of Default.
4. If the Event of Default is the failure to Developer to complete, construct, install, or correct the Developer Improvements in accordance with the plans and specifications and this Agreement, the City may perform the construction or work and the Developer shall reimburse City for its expenses. This provision shall be license granted by the Developer to the City to act, but shall not require the City to take any such action. Developer consents to such action by City and waives any claim Developer may have against City for damages in the event City exercises its rights in accordance with this provision.
5. Terminate this Agreement by written notice to Developer, at which time all terms and conditions as contained herein shall be of no further notice and effect and all obligations of the parties as imposed hereunder shall be null and void.
6. Draw upon the utilize Developer funds and/or security in order to cover the costs of the City to correct the Event of Default.

No remedy available to the City shall be exclusive of any other remedy, nor shall an election by the City to pursue a particular remedy preclude any other remedy, except that the City shall not be entitled to a double benefit which could occur by enforcement of alternate remedies.

XIX. Miscellaneous.

1. This Agreement shall be binding upon the parties, their heirs, successors, or assigns, as the case may be.
2. 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 portions of this Agreement.
3. The action or inaction of the City shall not constitute a waiver or amendment of the provisions of this Agreement. To be binding, amendments or waivers must 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.

4. Future residents of this subdivision shall not be deemed to be third party beneficiaries of this Agreement.
5. All parties to this Agreement acknowledge they have been represented by counsel and have entered into this Agreement freely and voluntarily.

XX. Notices.

Required notices to the Developer shall be in writing and shall be either hand delivered to the Developer, or mailed to the Developer by United States mail, postage prepaid to the following address:

Loomis Homes, LLC
1485 White Oak Drive
Chaska, MN 55318

Notices to City shall be in writing and either hand delivered to the City Administrator or mailed to the City by United States mail, postage prepaid to the address:

City of Norwood Young America
310 Elm Street W.
P.O. Box 59
Norwood Young America, MN 55368-0059



To: Honorable Mayor Lagergren
Members of the City Council
Administrator Helget

From: Cynthia Smith Strack, Consulting Planner

Date: July 24, 2017

Re: Approval of Final Plat: The Preserve 5th Addition

Applicant: Scott Loomis, Chief Managing Officer, Loomis Homes LLC

Request: Final Plat Approval: The Preserve 5th Addition

Subject Address: Not Assigned. Generally East of Fox Crossing and West of Barnes Lake

Legal Description: Outlot A, The Preserve 4th Addition

Property ID: 58.6530430

Zoning Class: P-1 Parks/Open Space District

Representative: Scott Loomis

Attachments: Plat Application Materials
Site Map
Memo from City Engineer dated July 12, 2017
Proposed Covenants
Draft Developer's Agreement
Final Plat
Ordinance: Rezoning Part of Outlot A, The Preserve 4th Addition
Resolution: Developer's Agreement
Resolution: Final Plat

BACKGROUND

The City approved a preliminary plat for the entire Preserve development on February 11, 2002. A final planned unit development (PUD) plan was approved in March 2002. The Preserve is a phased PUD on approximately 150 acres. Four previous phases were finalized and developed. Preserve 5th addition is the fifth phase of the development. In total, the Preserve included 293 housing units, specifically 155 single family detached lots, 108 townhome units and 30 twin home units. The arrangement of the multi-family units was revised after the preliminary plat to comply with shoreland management and wetland regulations, prior to approval of an initial final plat.

Preserve 5th is situated east of The Preserve 3rd and The Preserve 4th Additions. The final plat is attached. Proposed Preserve 5th consists of 37 one-family lots ranging in size from 9,006 square feet to 21,690 sf with an average size of 15,036 sf. A summary of lots and square footages are attached. Dwelling styles are primarily walk-outs with a few look-outs and full basement styles in Block 2.

Lot and building packages are proposed in the \$250,000-\$325,000 range. The Applicant proposes covenants which were approved for former phases (copy attached). Staff notes are not enforceable by the City. Existing home estimated market values (2017) in The Preserve 3rd Addition range from \$264,600 to \$735,000 with a median value of \$354,150 and an average value of \$376,206. Existing home estimated market values (2017) in the Preserve 4th Addition range from \$179,400 to \$234,200 with a median value of \$204,900 and an average value of \$204,730. A summary of EMV of adjacent properties is attached.

FINAL PLAT REVIEW

The City is to review The Preserve 5th final plat for substantial compliance with a prior-approved preliminary plat and final PUD along with associated conditions of approval.

Comprehensive Plan

The proposed subdivision appears to be consistent with the policies and criteria set forth in the 2008 Comprehensive Plan, including planned use.

Parcel Arrangement

The proposed block and lot configuration appears to meet design requirements and is consistent with the preliminary plat and final PUD plan.

Streets

Proposed street widths appear to meet City standards and comply with the approved preliminary plat. Streets appear to be consistent with the street naming policy convention.

Park Dedication

The PUD plan illustrates the dedication of park land to the City in conjunction with development of The Preserve. Approximately five acres of park land was dedicated to the public with The Preserve 3rd Addition (current Prairie Dawn Park). Additional park land illustrated as Outlot A on the draft final plat is to be dedicated to the City as open space/park land. The Park and Recreation reviewed the trail and dedication of Outlot A. Attached maps illustrate proposed park and trail dedication approved with the preliminary plat and final PUD plan.



Pedestrian Ways

The plans illustrates construction of a five foot sidewalk on the south and east side of Lakewood Trail and Lakewood Court. The sidewalk converts to an eight foot bituminous trail in an easement between Lots 8 & 9 in Block 3 and then extends through proposed Outlot A (to be dedicated to the City) connecting to existing grass surfaced pedestrian way near a stormwater facility in The Preserve 3rd Addition.

The approved Preserve PUD illustrates a trail adjacent to Barnes Lake throughout proposed Outlot A, rather than a portion of the loop being sidewalk. The Applicant represents the trail as illustrated in the approved PUD plan is impractical due to existing topography, tree cover, and riparian area. The proposed trail alteration would appear to support findings issued by the DNR as part of the pre-plat and final PUD review.

Landscaping

A landscape plan for The Preserve development was approved as part of the PUD. The approved plan requires 2" caliper deciduous boulevard trees (Linden, Maple and Honey Locust) located along the public and private streets, two (2) trees per single-family lot.

A landscape plan was not included in the plan set. Staff recommends the developer's agreement provide for a landscape escrow sufficient to ensure the planting of two tree on each lot, at the expense of the Developer, prior to issuance of a certificate of occupancy for any dwelling.

Construction Plans and Specifications

The Developer has submitted construction plans, specifications, and associated materials for review by the City Engineer. The City Engineer has reviewed and approved associated materials subject to written comments contained in review memoranda. Construction plans are attached.

Covenants

The Developer proposes covenants for the 37 lots contained in proposed Preserve 5th Addition. The covenants are attached for Council's information. Staff notes they are the same as those approved with previous phases of the Preserve development. Staff also notes while covenants may be reviewed and approved by the City, the City is not a party to administration of the covenants. Staff recommends recording of covenants as a condition within a required developer's agreement.

Other Builders

The Developer has demonstrated in writing that a total of fifteen (15) lots within The Preserve 5th Addition will be available to alternate builders. City and consulting staff take this as a good faith statement on the part of Loomis Homes LLC and its assigns.

Additional Department/Agency Comments

Public Works: The plans have been forwarded to Public Services Director Tony Voigt for review and comment. Any/all comments from the Director are hereby incorporated by reference.

City Engineer: The City Engineer has reviewed the application and plans. Comments and recommendations contained in memos from John Swanson dated June 1, 2017, June 20, 2017, and July 12, 2017 are hereby incorporated by reference.

City Attorney: Application documents have been forwarded to the City Attorney for review, examination of title, and drafting of a developer's agreement. The City Attorney will be attending the meeting.

Fire Department: The plan submittal has been forwarded to Fire Chief Steve Zumberge for review and comment. Chief Zumberge has approved the proposed final plat.

Review of Plat Carver County Taxation and Survey: The plat has been forwarded by the Applicant to Carver County taxation and survey departments for review and comment.

MN DNR: The hearing zoning and proposed final plat were forwarded to the Carver County Area Hydrologist for review and comment. The Area Hydrologist acknowledged receipt and had no comments.

It is noted the entire development was reviewed and approved by the Department of Natural Resources (DNR) in 2002. The Final Plat for the Fifth Addition is nearly identical to the arrangement of the preliminary plat and appears to comply with the conditions of the 2002 DNR approval.

US Fish and Wildlife Service

A Bald Eagle nesting site is located within the proposed plat on the shore of Barnes Lake. Nesting sites are protected under the Bald and Golden Eagle Protection Act. Regulations provided under that Act allow the USFWS to issue permits for activities that may harm or disturb bald eagles and their nests. The Applicant is responsible for securing a permit if needed. Securing of a permit is a recommended condition within the associated developer's agreement.

Carver County Water Management Organization: The Applicant is responsible for obtaining required review and approval for the proposed plat from the CCWMO.

PC RECOMMENDATION

After review and discussion, the Planning Commission recommended the City Council approve the final plat as proposed, subject to the following conditions:

1. Submittal of revised plans to the City for review as needed.
2. Incorporation of recommendations contained in staff memos from the City Engineer dated June 1, 2017 and June 20, 2017.
3. Incorporation of recommendations included in a memo from the Consulting Planner dated June 1, 2017.
4. Securing of necessary permits as may be required by entities external to the City of Norwood Young America.
5. Title examination by the City Attorney.
6. Review of proposed covenants for the 5th Addition which are to be substantially similar to those filed with previous additions
7. Execution of a Developer's Agreement and filing of necessary items as required therein.

ACTION

The City Council is to consider the final plat approval request following consideration of rezoning and developer's agreement approval. A RESOLUTION approving the final plat, with conditions, is attached for consideration.

RESOLUTION 2017-13

A RESOLUTION APPROVING FINAL PLAT OF THE PRESERVE 5TH ADDITION

BE IT RESOLVED by the City Council of Norwood Young America, Carver County, Minnesota as follows:

WHEREAS, Scott Matthew Loomis the Chief Managing Officer of Loomis Homes, LLC (the "Developer") previously submitted plans to the City of Norwood Young America (the "City") for The Preserve 5th Addition (the "Development") pursuant to Chapter 1120 of the City Code; and

WHEREAS, on February 11, 2002 the City approved a general concept plan and preliminary plat for a development in its entirety referred to as The Preserve, comprised of 155 single family detached units, 108 townhome units, and 30 twin home units; and

WHEREAS, on March 25, 2002, the City approved Resolution 2002-24, granting Planned Unit Development approval for the entire Preserve Development; and

WHEREAS, the Developer requests approval of a final plat for The Preserve 5th Addition; and

WHEREAS, the City approved Resolution 2017-12 authorizing and directing execution of a Developer's Agreement pertaining to The Preserve 5th Addition; and

WHEREAS, the City has received a final plat for The Preserve 5th Addition, attached hereto as Exhibit A; and

WHEREAS, the property is identified as number 58.6530430 and legally described as Outlot A, The Preserve 4th Addition, Carver County, Minnesota; and

WHEREAS, the Planning Commission previously review the final plat and recommended the City Council approve the plat based on several conditions being satisfied; and

WHEREAS, The Preserve 5th Addition consists of 37 single family lots and one outlot; and

WHEREAS, the City Council reviewed and considered the final plat at a regular meeting on July 24, 2017; and

WHEREAS, the City Council finds:

1. The subject parcel is within the municipal urban service area, adequately served by existing utilities and transportation facilities, and municipal systems have adequate capacity to serve the development at the density/intensity proposed.
2. The final plat is consistent with the planned unit development plan as approved under City Council Resolution 2002-24.
3. A developer's agreement for the project has been previously approved.

THEREFORE, BE IT FURTHER RESOLVED, that the City Council of Norwood Young America, Carver County, Minnesota, hereby approves a final plat for The Preserve 5th Addition, conditioned on the following:

1. Submittal of revised plans to the City for review as needed.
2. Incorporation of recommendations contained in a staff memo from the City Engineer dated June 1, 2017, June 20, 2017, and July 12, 2017.
3. Incorporation of recommendations contained in a staff memo from the Consulting Planner dated July 24, 2017.
4. Securing of necessary permits as may be required by entities external to the City of Norwood Young America.
5. Title examination by the City Attorney.
6. Prior execution of a Developer's Agreement and filing of necessary items as required therein.

BE IT FURTHER RESOLVED the Mayor and City Administrator are authorized and directed to execute the final plat.

Adopted by the City Council this 24th day of July, 2017.

Attest:

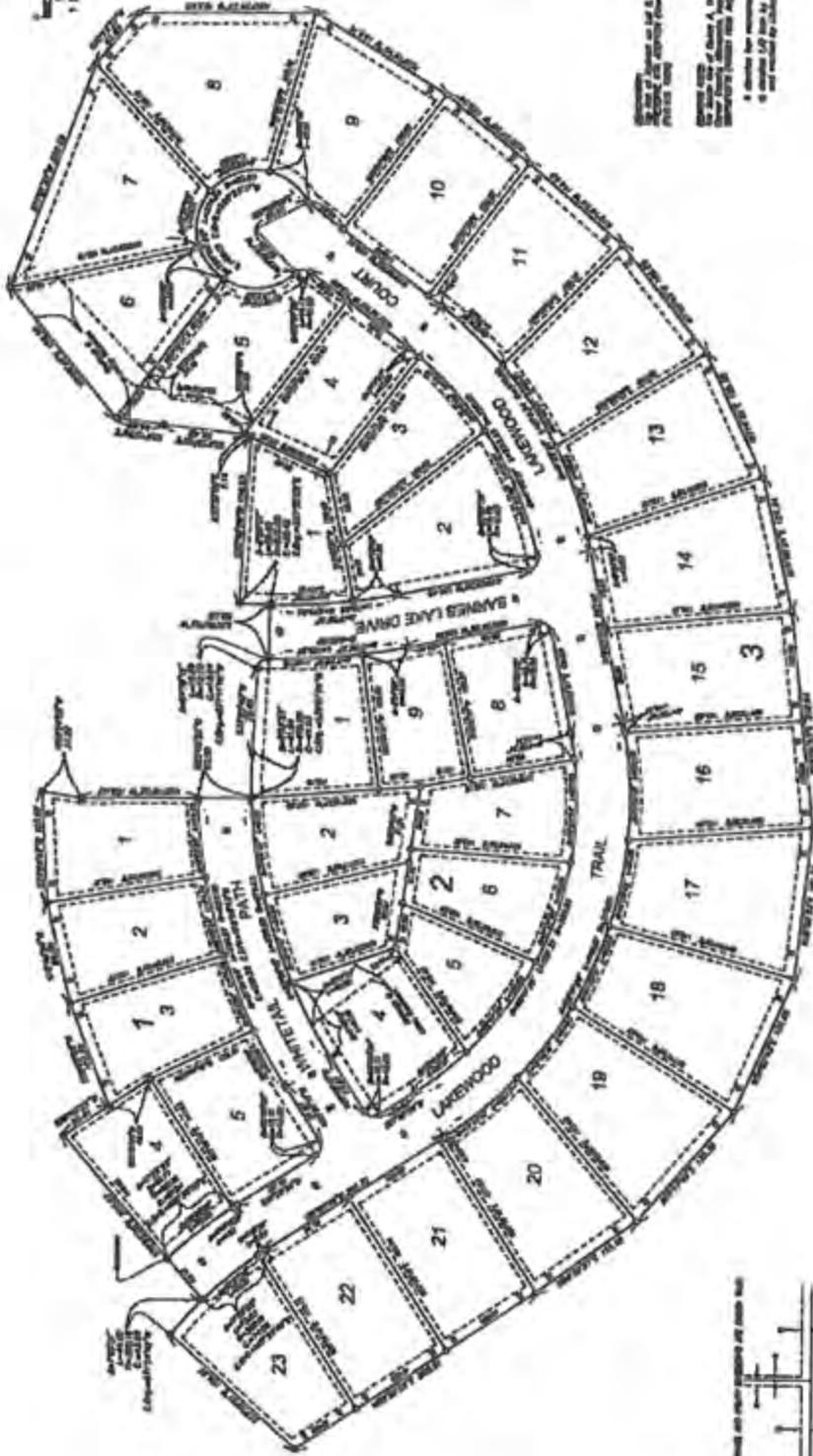
Carol Lagergren, Mayor

Kelly Hayes, City Clerk

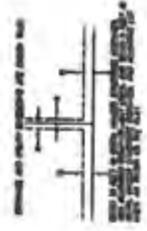
ATTACHMENT A
 FINAL PLAT
 THE PRESERVE 5TH ADDITION

THE PRESERVE 5TH ADDITION
 INSET A

PLAT FILE NO.
 C/LA, DEC. 02



THE STATE OF TEXAS, COUNTY OF DALLAS, DISTRICT 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000.



**DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR**

**LOTS 1-5, BLOCK 1;
LOTS 1-8, BLOCK 2
LOTS 1-23, BLOCK 3
THE PRESERVE 5TH ADDITION**

This Declaration is made this _____ day of _____, 20__ by Loomis Homes, LLC, a Minnesota Corporation ("Developer").

RECITALS

A. The Developer is the fee owner of the land in Carver County, Minnesota, legally described as follows:

**LOTS 1-5, BLOCK 1;
LOTS 1-8, BLOCK 2;
LOTS 1-23, BLOCK 3;
THE PRESERVE 5TH ADDITION**

B. Each of the Lots described in Recital A are referred to herein as a "Lot". All of the Lots described in Recital A are referred to herein collectively as the "Property".

C. Developer desires to impose upon and subject the Property to certain covenants, conditions, and restrictions for the benefit of the Property and the Property owners.

DECLARATION

NOW, THEREFORE, the Developer hereby declares, imposes upon, and makes all of the Property subject to the following covenants, conditions, and restrictions, which shall run with the Property and benefit and burden all persons who now or hereafter have any right, title, or interest in the Property:

**ARTICLE I
GENERAL COVENANTS AFFECTING ALL LOTS**

Section 1. Residential Purposes. Each Lot shall be used only for residential purposes. Residential purposes include houses and other Residential Improvements (as defined in Article II, Section 1 of this Declaration). No Lot may be used for any business or industrial purposes, except:

- a. home occupations that are permitted by applicable zoning ordinances and also permitted by the Architectural Control Committee; or
- b. temporary sales offices and model homes for sale or rentals of houses or lots by or on behalf of professional home builders.

Section 2. Building Specifications.

- a. Height. No dwelling shall be erected, altered, or placed on a Lot or permitted to remain there other than one detached single-family house not to exceed two stories in height, as measured from grade. If the house includes a walk-out basement, the basement shall not be counted as a story.
- b. Garages. Each house shall have one or more attached fully-enclosed garages but no carports or detached garages. There must be garage space for two or more cars, but from the street in front of the house it must appear that there is garage space for no more than three cars. Plain flush doors are unacceptable; raised panel doors being required.
- c. Storage Structures. No more than one detached structure for storage purposes shall be permitted and permission requires approval of the Architectural Control Committee established hereafter in Article II. Approval shall require, at a minimum, that the structure's exterior be similar to that of the residence and that the size shall not exceed 12' x 12'.
- d. Completion. Each house or other structure constructed or placed on a Lot shall be completely finished on the exterior thereof within six months after commencement of construction.
- e. Utility Meters. All utility meters shall be shielded from view from public streets by design placement or shrubs/landscaping.

Section 3. Setbacks. Building setbacks from all Lot boundaries shall comply with city ordinances, as modified by any applicable planned unit development special use permit.

Section 4. Nuisance. No noxious or offensive trade or activity shall be carried on or upon any Lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the Property.

Section 5. Prohibited Dwellings. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any Lot at any time (either temporarily or permanently) as a dwelling.

Section 6. Windmills. No ornamental, operational or other windmill shall be constructed, erected, installed, placed, or used on any lot at any time.

Section 7. Antennas. No exterior antenna, aerial, tower, wire, line, cable, or other device for transmitting or receiving radio, television, microwave, laser, or other electromagnetic signals ("antenna") shall be constructed, erected, installed, placed, or used on any Lot. Notwithstanding the foregoing provisions of this Section 7 and as required by the Federal Telecommunications Act of 1996,

the Architectural Control Committee shall have the authority to approve the installation of a broadcast satellite dish that is less than 24 inches in diameter. In its approval process, the Architectural Control Committee shall not reasonably delay or prevent use of, unreasonably increase the costs of, or preclude the owner or occupant of any lot from receiving an acceptable quality signal from a direct or multi-point distribution source.

Section 8. Animals. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot, except that dogs, cats and other household pets may be kept, provided that they are not kept, bred, or maintained for any commercial purposes. The total number of dogs and cats kept on a Lot at any one time shall not exceed three (3).

Section 9. Driveways; Parking; Vehicles. All driveways and parking areas constructed on any Lot shall be paved with an asphalt, brick, concrete, or bituminous surface. Driveways are to be hard surfaced at the time of closing upon the initial sale of the completed structure. The Architectural Control Committee may waive this requirement in unusual circumstances, such as adverse weather conditions, and in lieu thereof, require a sufficient monetary escrow to ensure compliance as soon as reasonably possible. Operable automobiles may be kept, stored, or parked only on paved driveways or paved parking areas, or in enclosed garages. All other vehicles shall be kept, stored, or parked only in enclosed garages. "All other vehicles" means all motorized and all non-motorized vehicles except operable automobiles, including (without limitation) the following: automobiles that are inoperable, trucks, vans, recreational vehicles, all-terrain vehicles, ambulances, hearses, motorcycles, motorbikes, bicycles, snowmobiles, watercraft, aircraft, house trailers, camping trailers, other trailers, and tractors.

Section 10. Rubbish. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, and other waste shall be kept in sanitary containers. Such containers shall be shielded from view from public streets, except on trash collection days. Storage of any firewood on the premises must be in a structure approved by the Architectural Control Committee.

Section 11. Signs. No sign of any kind shall be displayed to the public view on any Lot except as follows:

- a. One sign no larger than 6 square feet in area, may be placed on each Lot advertising the Lot for sale, unless the Lot is a corner lot, in which case one such sign for each side of street frontage is permitted.
- b. During the initial construction and sales period of the Property, one additional sign no larger than 12 square feet in area may be placed on any Lot containing a model home.

Section 12. Utility and Drainage Easements. Easements for installation and maintenance of utilities and drainage are reserved as shown on the recorded plat of the Property.

Section 13. Soil Removal. No sod, soil, sand, or gravel shall be sold or removed from any Lot, except for the purpose of excavating for the construction or alteration of a house on the Lot or appurtenances thereto, or for the proper grading thereof, or for road improvement.

Section 14. Rights of Developer. Until the last residential lot in The Preserve 5th Addition or any replat thereof is sold and conveyed to an owner other than Developer or a professional home builder, the following actions by the Developer or a professional home builder will not be deemed violations of the foregoing restrictions:

- a. The use of a house for model and sales office purposes;
- b. The storage of equipment, materials, and earth during the construction of new houses; or
- c. The display of signs of any legal-size advertising lots or houses in The Preserve 5th Addition or any replat thereof.

ARTICLE II ARCHITECTURAL CONTROL COMMITTEE

Section 1. New Improvements. No Residential Improvement shall be commenced upon any Lot by anyone except Developer without the prior written approval by the Architectural Control Committee ("Committee"). "Residential Improvement" shall mean the clearing of some of all of the trees from the Lot, the grading of the Lot, or the construction, erection or installation of any structure on the Lot, including (without limitation) the following structures: any house, garage, shed or other building; any porch, deck or balcony; any fence, wall or gate; any kennel, dog house or other animal enclosure; any mailbox, newspaper box, exterior clothesline, or light post; any antenna subject to regulation under Article I, Section 7; driveway or parking area; any tennis court; and any swimming pool (whether above ground or below ground). The planting of tree, shrubs, and other vegetation shall not be deemed Residential Improvements.

Section 2. Changed Improvements. The exterior color, style, and materials of any structure on a Lot shall not be changed by anyone except the Developer without the prior written approval by the Committee of the person who will actually perform the proposed work and of the plans and specifications for the work.

Section 3. Committee Members. The Committee shall consist of three individuals appointed by the Developer until the earlier of:

- a. The fifteenth (15th) anniversary of the date of this Declaration; or
- b. The date Developer no longer owns any land in The Preserve 5th Addition or any replat thereof.

Thereafter, the Committee shall consist of three individuals appointed by the vote of a majority of the fee owners of the Property then subject to the terms of this Declaration.

Section 4. Committee Chairman. The Committee shall appoint one of its members to be its chairman. The chairman shall call meetings of the Committee. A quorum of the Committee shall

consist of two of its members. The Committee may act upon the vote or written consent of any two of its members. The chairman of the Committee is authorized to execute certificates of approval, notices of disapproval and similar instruments effectuating decisions of the Committee.

Section 5. Submission of Plans and Specifications. At least seven (7) days before work on a Lot is commenced, the owner of the Lot shall submit to the Committee one complete set of plans and specifications (including, without limitations, full site plans, grading and drainage plans, building elevations, roof pitches, exterior colors, and materials), along with the name of the builder who will actually perform the proposed work.

Section 6. Review of Plans and Specifications. Within seven (7) days after receipt of plans and specifications and the name of the builder, the Committee shall approve or disapprove them in writing. The Committee may disapprove a builder if the Committee determines, in its sole discretion, that such builder does not meet the Committee's standards of credit worthiness and/or does not build Residential Improvements of the same quality and in the same price range as the other builders in the Property approved by the Committee. Notwithstanding the foregoing, the Committee may disapprove a builder for any reason or for no reason as long as Developer has the right to appoint the members of the Committee pursuant to Section 4 of this Article. The Committee may disapprove plans and specifications for one or more of the following reasons:

- a. Non-Compliance. Non-compliance with this Declaration, municipal ordinances or other governmental regulations.
- b. Incompatibility with the Lot. Failure of the proposed Residential Improvement to be compatible with the Lot upon which it is to be built, in terms of topography, soils, and existing vegetation.
- c. Incompatibility with the Property. Failure of the proposed Residential Improvement to be compatible with the houses and other structures in the Property to be built by the builders approved by the Committee or already built by anyone, in terms of style, general size, heights, and width, quality of construction, price range and obstruction of views.
- d. Non-Compliance with Architectural Control Committee Guidelines. The Architectural Control Committee shall consider the following guidelines and rules in its approval process; to-wit:
 - (i) Minimum Floor Space. Unless the Architectural Control Committee determines, in its sole discretion, that the exterior design is exceptional, no dwelling shall be approved unless it meets the following, above-grade and finished minimum square footages:
 - Rambler - 1120 Sq. Ft.
 - Two Story - 1800 Sq. Ft.
 - Multi-Level - 1120 Sq. Ft. Footprint

- Others – Case by Case Determination

- (ii) Roofs. Roof pitches must be a minimum of 6/12. Soffit and fascia may be vinyl, aluminum, steel, or wood products. Only natural and dark color roofing will be approved.
 - (iii) Garages. In addition to the Covenants, it will be encouraged that garage doors contain windows or other decorative features and that side walls be broken up with vertical trim or other methods.
 - (iv) Front Exterior. All exterior fronts to include some brick or stone. Exterior colors will be white or earth tones. Exceptions may be granted by the Architectural Control Committee if the exterior design is exceptional.
 - (v) Side Elevations. For corner lots, the elevation facing any street should have some design elements and not just blank walls.
 - (vi) Fencing. Fencing will be allowed only in the rear yards. All fencing material and design must be approved by the Architectural Control Committee.
 - (vii) Dog Kennels. The fencing for dog kennels must be as approved by the Architectural Control Committee. Any kennels must be located adjacent to the home to the rear and not to the side of the residence so that it does not impact the neighbors. Landscape screening around the kennel will be encouraged. Invisible fencing will be encouraged for perimeter yard control.
 - (viii) Sodding and Seeding. All front yards shall be sodded to a line running through the back line of the home. The sodding shall be completed as soon as weather permits and under no circumstances shall be incomplete by July 1 of the year following home closing. The remainder of the lot shall be sodded or seeded following the same time frame as outlined for the front yard.
- e. Inadequate Information. Failure of the plans and specifications to show all information necessary to evaluate the foregoing characteristics.

The Committee's determinations concerning the builder and plans and specifications shall be conclusive. If the Committee disapproves the builder or the plans and specifications, it shall state in writing the reason for such disapproval and, in the case of disapproval of the plans and specifications, the deficiencies which must be cured to obtain approval. Notwithstanding the foregoing, the Committee shall not be required to state its reasons for disapproving the builder as long as the Developer has the right to appoint the members of the Committee pursuant to Section 4 of this Article.

Section 7. Remedies Against Owners. If construction of or exterior changes to a Residential Improvement or trimming or removal of trees or brush are commenced without the Committee's approval of the builder and/or approval of the plans and specifications, or if construction of or exterior changes to a Residential Improvement or trimming or removal of trees or brush are completed not in accordance with approved plans and specifications, then the Developer, or any owner of a Lot in the Property, may bring an action to enjoin further construction and to compel the owner to conform the Residential Improvement with plans and specifications approved by the Committee. Any such action must be commenced and a notice of lis pendens shall be filed no later than ninety (90) days after the date on which the certificate of occupancy is issued by the appropriate municipal authority, in the case of a house, or no later than ninety (90) days after the date of completion, in the case of any other Residential Improvement.

Section 8. Remedies Against Committee. In the event that the Committee and/or the members of the Committee shall fail to discharge their respective obligations under this Article III, then the Developer, or any owner of a Lot in the Property may bring an action to compel the discharge of said obligations. Any such action must be commenced no later than ninety (90) days after the date on which the certificate of occupancy is issued by the appropriate municipal authority, in the case of a house, or no later than ninety (90) days after the date of completion, in the case of any other Residential Improvement. Such an action shall be the exclusive remedy for failure of the Committee and/or its members to discharge such obligations. Under no circumstances shall the Developer, the Committee or members of the Committee be liable to any person for damages (direct, consequential, or otherwise).

Section 9. Retention of Records. The Committee shall retain for a period of one (1) year all plans and specifications submitted to it and a record of all actions taken with regard to them.

Section 10. Home Occupations. The Committee shall have the power to approve home occupations conducted on the Lots. The Committee may adopt general rules approving certain home occupations and/or it may approve home occupations on a case-by-case basis. In reviewing home occupations, the Committee shall take into account the pedestrian traffic, vehicular traffic, parking and noise likely to be generated by the home occupation, as well as any other adverse impacts of the home occupation on Lots and streets in the Property.

**ARTICLE III
ADMINISTRATIVE PROVISIONS**

Section 1. Duration. Articles I and II of this Declaration shall remain in full force and effect until 30 years from the date hereof unless otherwise terminated pursuant to this Article.

Section 2. Severability. Invalidation of any one or more of the provisions herein by judgement or court order shall not affect any of the other provisions, which shall remain in full force and effect until the date of expiration.

Section 3. Mode of Enforcement. The Developer or any owner of any portion of the Property shall have the right to enforce the provisions of this instrument in his/her own name by proceedings in law to recover damages or by proceedings in equity to restrain any violation; provided that the remedies described in Article II and not the remedies of this Section 3 shall apply to violations of Article II.

Section 4. Amendment/Termination. Except as set forth hereafter in Section 5, this Declaration may be amended or terminated only by an instrument executed by all of the following persons:

- (a) the fee owners of at least 75% of the Lots in the Property; and
- (b) the Developer, so long as the Developer is the record owner of any land in The Preserve 5th Addition or replats thereof.

Any amendment or termination instrument need not be executed by any other person holding an interest in the Property.

Section 5. Addition of Property. Notwithstanding the provisions of Article III, Section 4, as long as the Developer owns property location within the Plat of The Preserve 5th Addition, the Developer shall have the exclusive right to subject additional property to the terms, covenants, and restrictions contained in this Declaration provided that such additional property is hereafter replatted from Outlots A-F, The Preserve 5th Addition, as now platted and provided further that only additional single-family residential lots contained therein may be made subject to the terms of this Declaration. To exercise this right, the Developer shall record an Amended Declaration of Covenants which shall reference this Declaration, the recording information herefrom and shall describe the additional property specifically made subject to the terms, covenants, and conditions herein. The recording of the Amended Declaration shall subject the additional properties to the terms, conditions, and covenants herein effective upon the date of recording.

Included in packet for comparison purposes

A
46.00
19.00
65.50

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

**LOTS 1-4, BLOCK 1;
LOTS 1-3, BLOCK 2;
LOTS 1-21, BLOCK 3
LOTS 1-9, BLOCK 4; AND
LOTS 1-5, BLOCK 5, THE PRESERVE 4TH ADDITION**

**A Residential Development
In
Carver County, Minnesota**

King Elbert
Develop

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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

**LOTS 1-4, BLOCK 1;
LOTS 1-3, BLOCK 2;
LOTS 1-21, BLOCK 3
LOTS 1-9, BLOCK 4; AND
LOTS 1-5, BLOCK 5, THE PRESERVE 4TH ADDITION**

This Declaration is made this 27th day of July, 2005 by **Klingelutz Development West Company**, a Minnesota Corporation ("Developer").

RECITALS

A. The Developer is the fee owner of the land in Carver County, Minnesota, legally described as follows:

**LOTS 1-4, BLOCK 1;
LOTS 1-3, BLOCK 2;
LOTS 1-21, BLOCK 3
LOTS 1-9, BLOCK 4; AND
LOTS 1-5, BLOCK 5, THE PRESERVE 4TH ADDITION**

B. Each of the Lots described in Recital A are referred to herein as a "Lot." All of the Lots described in Recital A are referred to herein collectively as the "Property."

C. Developer desires to impose upon and subject the Property to certain covenants, conditions and restrictions for the benefit of the Property and the Property owners.

DECLARATION

NOW, THEREFORE, the Developer hereby declares, imposes upon and makes all of the Property subject to the following covenants, conditions and restrictions, which shall run with the Property and benefit and burden all persons who now or hereafter have any right, title or interest in the Property:

**ARTICLE I
GENERAL COVENANTS AFFECTING ALL LOTS**

Section 1. Residential Purposes. Each Lot shall be used only for residential purposes. Residential purposes include houses and other Residential Improvements (as defined in Article II, Section 1 of this Declaration). No Lot may be used for any business or industrial purposes, except:

- a. home occupations that are permitted by applicable zoning ordinances and also permitted by the Architectural Control Committee; or
- b. temporary sales offices and model homes for sale or rentals of houses or lots by or on behalf of professional home builders.

Section 2. Building Specifications.

- a. Height. No dwelling shall be erected, altered or placed on a Lot or permitted to remain there other than one detached single-family house not to exceed two stories in height, as measured from grade. If the house includes a walk-out basement, the basement shall not be counted as a story.
- b. Garages. Each house shall have one or more attached fully-enclosed garages but no carports or detached garages. There must be garage space for two or more cars, but from the street in front of the house it must appear that there is garage space for no more than three cars. Plain flush doors are unacceptable; raised panel doors being required.
- c. Storage Structures. No more than one detached structure for storage purposes shall be permitted and permission requires approval of the Architectural Control Committee established hereafter in Article II. Approval shall require, at a minimum, that the structure's exterior be similar to that of the residence and that the size shall not exceed 12' x 12'.
- d. Completion. Each house or other structure constructed or placed on a Lot shall be completely finished on the exterior thereof within six months after commencement of construction.
- e. Utility Meters. All utility meters shall be shielded from view from public Streets by design placement or shrubs/landscaping.

Section 3. Setbacks. Building setbacks from all Lot boundaries shall comply with city ordinances, as modified by any applicable planned unit development special use permit.

Section 4. Nuisance. No noxious or offensive trade or activity shall be carried on or upon any Lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the Property.

Section 5. Prohibited Dwellings. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any Lot at any time (either temporarily or permanently) as a dwelling.

Section 6. Windmills. No ornamental, operational or other windmill shall be constructed, erected, installed, placed or used on any lot at any time.

Section 7. Antennas. No exterior antenna, aerial, tower, wire, line, cable, or other device for transmitting or receiving radio, television, microwave, laser or other electromagnetic signals ("antenna") shall be constructed, erected, installed, placed or used on any Lot. Notwithstanding the foregoing provisions of this Section 7 and as required by the Federal Telecommunications Act of 1996, the Architectural Control Committee shall have the authority to approve the installation of a broadcast satellite dish that is less than 24 inches in diameter. In its approval process, the Architectural Control Committee shall not unreasonably delay or prevent use of, unreasonably increase the costs of, or preclude the owner or occupant of any lot from receiving an acceptable quality signal from a direct or multi-point distribution source.

Section 8. Animals. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats and other household pets may be kept, provided that they are not kept, bred, or maintained for any commercial purposes. The total number of dogs and cats kept on a Lot at any one time shall not exceed three (3).

Section 9. Driveways; Parking; Vehicles. All driveways and parking areas constructed on any Lot shall be paved with an asphalt, brick, concrete or bituminous surface. Driveways are to be hard surfaced at the time of closing upon the initial sale of the completed structure. The Architectural Control Committee may waive this requirement in unusual circumstances, such as adverse weather conditions, and in lieu thereof, require a sufficient monetary escrow to ensure compliance as soon as reasonably possible. Operable automobiles may be kept, stored or parked only on paved driveways on paved parking areas, or in enclosed garages. All other vehicles shall be kept, stored or parked only in enclosed garages. "All other vehicles" means all motorized and all non-motorized vehicles except operable automobiles, including (without limitation) the following: automobiles that are inoperable, trucks, vans, recreational vehicles, all-terrain vehicles, ambulances, hearses, motorcycles, motorbikes, bicycles, snowmobiles, watercraft, aircraft, house trailers, camping trailers, other trailers and tractors.

Section 10. Rubbish. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage and other waste shall be kept in sanitary containers. Such containers shall be shielded from view from public streets, except on trash collection days. Storage of any firewood on the premises must be in a structure approved by the Architectural Control Committee.

Section 11. Signs. No sign of any kind shall be displayed to the public view on any Lot except as follows:

- a. One sign no larger than 6 square feet in area, may be placed on each Lot advertising the Lot for sale, unless the Lot is a corner lot, in which case one such sign for each side of street frontage is permitted.
- b. During the initial construction and sales period of the Property, one additional sign no larger than 12 square feet in area may be placed on any Lot containing a model home.

Section 12. Utility and Drainage Easements. Easements for installation and maintenance of utilities and drainage are reserved as shown on the recorded plat of the Property.

Section 13. Soil Removal. No sod, soil, sand or gravel shall be sold or removed from any Lot, except for the purpose of excavating for the construction or alteration of a house on the Lot or appurtenances thereto, or for the proper grading thereof, or for road improvement.

Section 14. Rights of Developer. Until the last residential lot in The Preserve 4th Addition or any replat thereof is sold and conveyed to an owner other than Developer or a professional home builder, the following actions by the Developer or a professional home builder will not be deemed violations of the foregoing restrictions:

- a. The use of a house for model and sales office purposes;
- b. The storage of equipment, materials and earth during the construction of new houses; or
- c. The display of signs of any legal size advertising lots or houses in The Preserve 4th Addition or any replat thereof.

ARTICLE II ARCHITECTURAL CONTROL COMMITTEE

Section 1. New Improvements. No Residential Improvement shall be commenced upon any Lot by anyone except Developer without the prior written approval by the Architectural Control Committee ("Committee"). "Residential Improvement" shall mean the clearing of some or all of the trees from the Lot, the grading of the Lot, or the construction, erection or installation of any structure on the Lot, including (without limitation) the following structures: any house, garage, shed or other building; any porch, deck or balcony; any fence, wall or gate; any kennel, dog house or other animal enclosure; any mailbox, newspaper box, exterior clothesline, or light post; any antenna subject to regulation under Article I, Section 7; driveway or parking area; any tennis court; and any swimming pool (whether above ground or below ground). The planting of tree, shrubs and other vegetation shall not be deemed Residential Improvements.

Section 2. Changed Improvements. The exterior color, style, and materials of any structure on a Lot shall not be changed by anyone except the Developer without the prior written approval by the Committee of the person who will actually perform the proposed work and of the plans and specifications for the work.

Section 3. Committee Members. The Committee shall consist of three individuals appointed by Developer until the earlier of:

- a. The fifteenth (15th) anniversary of the date of this Declaration; or
- b. The date Developer no longer owns any land in The Preserve 4th Addition or any replat thereof.

Thereafter, the Committee shall consist of three individuals appointed by the vote of a majority of the fee owners of the Property then subject to the terms of this Declaration.

Section 4. Committee Chairman. The Committee shall appoint one of its members to be its chairman. The chairman shall call meetings of the Committee. A quorum of the Committee shall consist of two of its members. The Committee may act upon the vote or written consent of any two of its members. The chairman of the Committee is authorized to execute certificates of approval, notices of disapproval and similar instruments effectuating decisions of the Committee.

Section 5. Submission of Plans and Specifications. At least seven (7) days before work on a Lot is commenced, the owner of the Lot shall submit to the Committee one complete set of plans and specifications (including, without limitation, full site plans, grading and drainage plans, building elevations, roof pitches, exterior colors and materials), along with the name of the builder who will actually perform the proposed work.

Section 6. Review of Plans and Specifications. Within seven (7) days after receipt of plans and specifications and the name of the builder, the Committee shall approve or disapprove them in writing. The Committee may disapprove a builder if the Committee determines, in its sole discretion, that such builder does not meet the Committee's standards of credit worthiness and/or does not build Residential Improvements of the same quality and in the same price range as the other builders in the Property approved by the Committee. Notwithstanding the foregoing, the Committee may disapprove a builder for any reason or for no reason as long as Developer has the right to appoint the members of the Committee pursuant to Section 4 of this Article. The Committee may disapprove plans and specifications for one or more of the following reasons:

- a. Non-Compliance. Non-compliance with this Declaration, municipal ordinances or other governmental regulations.
- b. Incompatibility with the Lot. Failure of the proposed Residential Improvement to be compatible with the Lot upon which it is to be built, in terms of topography, soils and existing vegetation.
- c. Incompatibility with the Property. Failure of the proposed Residential Improvement to be compatible with the houses and other structures in the Property to be built by the builders approved by the Committee or already built by anyone, in terms of style, general size, heights, and width, quality of construction, price range and obstruction of views.
- d. Non-Compliance with Architectural Control Committee Guidelines. The Architectural Control Committee shall consider the following guidelines and rules in its approval process; to-wit:
 - (i) Minimum Floor Space. Unless the Architectural Control Committee determines, in its sole discretion, that the exterior design is exceptional, no dwelling shall be approved unless it meets the following, above-grade and finished minimum square footages:

- Rambler – 1120 Sq. Ft.
 - Two Story – 1800 Sq. Ft.
 - Multi-Level – 1120 Sq. Ft. Footprint
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- (ii) Roofs. Roof pitches must be a minimum of 6/12. Soffit and fascia may be vinyl, aluminum, steel or wood products. Only natural and dark color roofing will be approved.
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- (iv) Front Exterior. All exterior fronts to include some brick or stone. Exterior colors will be white or earth tones. Exceptions may be granted by the Architectural Control Committee if the exterior design is exceptional.
- (v) Side Elevations. For corner lots, the elevation facing any street should have some design elements and not just blank walls.
- (vi) Fencing. Fencing will be allowed only in the rear yards. All fencing material and design must be approved by the Architectural Control Committee.
- (vii) Dog Kennels. The fencing for dog kennels must be as approved by the Architectural Control Committee. Any kennels must be located adjacent to the home to the rear and not to the side of the residence so that it does not impact the neighbors. Landscape screening around the kennel will be encouraged. Invisible fencing will be encouraged for perimeter yard control.
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- c. Inadequate Information. Failure of the plans and specifications to show all information necessary to evaluate the foregoing characteristics.

The Committee's determinations concerning the builder and plans and specifications shall be conclusive. If the Committee disapproves the builder or the plans and specifications, it shall state in writing the reason for such disapproval and, in the case of disapproval of the plans and specifications, the deficiencies which must be cured to obtain approval. Notwithstanding the foregoing, the Committee shall not be required to state its reasons for disapproving the builder as long as the Developer has the right to appoint the members of the Committee pursuant to Section 4 of this Article.

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Planning and Zoning Application

City of Norwood Young America
 310 Elm St. W, PO Box 59
 Norwood Young America, MN 55368
 Phone: (952) 467-1800 Fax: (952) 467-1818

Applicant's Name <p style="text-align: center;">Loomis Homes LLC</p>	Telephone Home Work/Cell <p style="text-align: center;">952-200-8838 (Cell)</p>																														
Address (Street, City, State, ZIP) 1458 White Oak Drive Chaska, Mn 55318																															
Property Owner's Name (If different from above)	Telephone Home Work/Cell																														
Location of Project NE side of Town TWP 115 RNG 026 SEC 12																															
Legal Description PID 58.6530430 Outlot A The Preserve 4th Addition																															
Description of Request (Attach separate sheet, if necessary) Loomis Homes LLC is Proposing to develop the next phase of the Preserve, Which consist of 37 Lots																															
<p style="text-align: center;">Proposed Action(s): Check all that apply</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 33%;"><input type="checkbox"/> Annexation \$300.00</td> <td style="width: 33%;"><input type="checkbox"/> Comp Plan Amendment \$500.00 + Escrow</td> <td style="width: 33%;"><input type="checkbox"/> Storm Water Plan \$250.00</td> </tr> <tr> <td><input type="checkbox"/> Application for Appeal \$150.00</td> <td><input type="checkbox"/> Sketch Plat \$200.00 + Escrow</td> <td><input checked="" type="checkbox"/> Rezoning \$350.00</td> </tr> <tr> <td><input type="checkbox"/> City Code Amendment \$250.00</td> <td><input type="checkbox"/> Site Plan \$300.00 + Escrow</td> <td><input type="checkbox"/> Street/Alley Vacation \$150.00</td> </tr> <tr> <td><input type="checkbox"/> Parking Reduction \$100.00</td> <td><input type="checkbox"/> PUD Sketch Plan \$200.00 + Escrow</td> <td><input type="checkbox"/> Zoning Text Amendment \$300.00</td> </tr> <tr> <td><input type="checkbox"/> CUP/IUP \$200.00 (Residential)</td> <td><input type="checkbox"/> PUD Plan Amendment \$300.00 + Escrow</td> <td><input type="checkbox"/> Recording Fee \$46.00</td> </tr> <tr> <td><input type="checkbox"/> CUP/IUP \$300.00 (Non Residential)</td> <td><input type="checkbox"/> PUD Final Plan \$300.00 + Escrow</td> <td><input type="checkbox"/> Other _____</td> </tr> <tr> <td><input type="checkbox"/> Variance \$150.00 (Residential)</td> <td><input type="checkbox"/> PUD General Concept Plan \$400.00 + Escrow</td> <td></td> </tr> <tr> <td><input type="checkbox"/> Variance \$200.00 (Non Residential)</td> <td><input type="checkbox"/> Preliminary Plat \$350.00 + \$10.00/Lot + Escrow</td> <td></td> </tr> <tr> <td><input type="checkbox"/> Lot Split \$200.00</td> <td><input checked="" type="checkbox"/> Final Plat \$250.00 + \$10.00/Lot + Escrow</td> <td></td> </tr> <tr> <td><input checked="" type="checkbox"/> Public Hearing Notice \$75.00</td> <td><input type="checkbox"/> Wetland Mitigation Plan \$100.00 + Escrow</td> <td></td> </tr> </table>		<input type="checkbox"/> Annexation \$300.00	<input type="checkbox"/> Comp Plan Amendment \$500.00 + Escrow	<input type="checkbox"/> Storm Water Plan \$250.00	<input type="checkbox"/> Application for Appeal \$150.00	<input type="checkbox"/> Sketch Plat \$200.00 + Escrow	<input checked="" type="checkbox"/> Rezoning \$350.00	<input type="checkbox"/> City Code Amendment \$250.00	<input type="checkbox"/> Site Plan \$300.00 + Escrow	<input type="checkbox"/> Street/Alley Vacation \$150.00	<input type="checkbox"/> Parking Reduction \$100.00	<input type="checkbox"/> PUD Sketch Plan \$200.00 + Escrow	<input type="checkbox"/> Zoning Text Amendment \$300.00	<input type="checkbox"/> CUP/IUP \$200.00 (Residential)	<input type="checkbox"/> PUD Plan Amendment \$300.00 + Escrow	<input type="checkbox"/> Recording Fee \$46.00	<input type="checkbox"/> CUP/IUP \$300.00 (Non Residential)	<input type="checkbox"/> PUD Final Plan \$300.00 + Escrow	<input type="checkbox"/> Other _____	<input type="checkbox"/> Variance \$150.00 (Residential)	<input type="checkbox"/> PUD General Concept Plan \$400.00 + Escrow		<input type="checkbox"/> Variance \$200.00 (Non Residential)	<input type="checkbox"/> Preliminary Plat \$350.00 + \$10.00/Lot + Escrow		<input type="checkbox"/> Lot Split \$200.00	<input checked="" type="checkbox"/> Final Plat \$250.00 + \$10.00/Lot + Escrow		<input checked="" type="checkbox"/> Public Hearing Notice \$75.00	<input type="checkbox"/> Wetland Mitigation Plan \$100.00 + Escrow	
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<input type="checkbox"/> Lot Split \$200.00	<input checked="" type="checkbox"/> Final Plat \$250.00 + \$10.00/Lot + Escrow																														
<input checked="" type="checkbox"/> Public Hearing Notice \$75.00	<input type="checkbox"/> Wetland Mitigation Plan \$100.00 + Escrow																														
<p>ALL ESCROW MUST BE PAID BY CERTIFIED CHECK</p> <p>Escrow Deposit \$2,000.00</p> <p>Escrow Deposit - Site Plan Review: \$7,500 (Tacoma West Industrial Park), \$5,000.00 (All other site plan reviews)</p> <p>Escrow Deposit - Development Review (paid at Sketch Plan): \$10,000.00</p> <p style="text-align: center;">ALL PLANNING & ZONING APPLICATION FEES ARE IN ADDITION TO LEGAL, ENGINEERING AND ASSOCIATED COSTS</p> <p style="text-align: center;">*APPLICATIONS WILL BE PROCESSED ONLY IF ALL REQUIRED ITEMS ARE SUBMITTED*</p>																															
The undersigned certifies that they are familiar with application fees and other associated costs, and also with the procedural requirements of Chapter 11 and Chapter 12 of the City Code and other applicable ordinances.																															
Applicant's Signature: 	Date 5/12/17																														
Fee Owner's Signature: 	Date 5/12/17																														
For Office Use Only																															
Accepted By:	Amount Date																														



This map was created using Carver County's Geographic Information Systems (GIS). It is a compilation of information and data from various City, County, State, and Federal offices. This map is not a surveyed or legally recorded map and is intended to be used as a reference. Carver County is not responsible for any inaccuracies contained herein.



Real People. Real Solutions.

2638 Shadow Lane
Suite 200
Chaska, MN 55318-1172

Ph: (952) 448-8838
Fax: (952) 448-8805
Bolton-Menk.com

7/12/17

City of Norwood Young America
Attn: Steve Helget
310 W. Elm St.
P.O. Box 59
Norwood Young America, MN 55368

RE: The Preserve 5th Addition
Third Plan Review
Project No.: C14113671

Dear Mr. Helget:

We have completed a third engineering review of the submitted information for the above referenced project. Our review is based on plans bearing the general title "The Preserve 5th Addition", dated May 11, 2017, prepared by Otto Associates, for Loomis Homes, LLC, with latest revision date of July 7, 2017, together with plat documents, and an operation and maintenance declaration and plan for the infiltration basin.

The submitted information appears to be acceptable from an engineering perspective. In addition, copies of the MPCA Sewer Extension, and MDH permits required for the project have been submitted.

We recommend approval of the submitted Plans, Plat, and the Operation and Maintenance Declaration and Plan, subject to completion of all other City development requirements.

Prior to commencing construction activities, the following should be completed:

- 1) Submit copies of all remaining permits required including but not limited to CCWMO, NPDES, etc.
- 2) Complete all City development requirements such as Developers Agreement, document filing, Letters of Credit, etc., as required by the City.
- 3) Hold a preconstruction meeting
- 4) Submit proposed haul routes for approval, in accordance with our previous review letter.
- 5) Verify the trail location along the north side of the site with City representatives, in accordance with our previous review comments.

City of Norwood Young America
The Preserve 5th Addition
7/12/17

We are available to discuss this matter at your convenience.

Sincerely,

Bolton & Menk, Inc.

A handwritten signature in black ink, appearing to read "John K. Swanson", with a long horizontal flourish extending to the right.

John K. Swanson, P.E.
Senior Project Engineer

Cc: Cynthia Smith-Strack, Kreg Schmidt, Jake Saulsbury

Project Name: S:\17\17-0151- 17-0200\17-0177\17-0177 FINAL
PLAT.dwg

Project Description:

Report Date: 5/5/2017 4:35:44 PM

Prepared

Parcel Name	Square Feet	Acres
BLOCK 1 - LOT 1	12619.82	0.29
BLOCK 1 - LOT 2	12675.61	0.29
BLOCK 1 - LOT 3	12911.05	0.30
BLOCK 1 - LOT 4	12492.08	0.29
BLOCK 1 - LOT 5	13866.63	0.32
BLOCK 2 - LOT 1	13683.76	0.31
BLOCK 2 - LOT 2	11930.96	0.27
BLOCK 2 - LOT 3	9637.28	0.22
BLOCK 2 - LOT 4	14370.43	0.33
BLOCK 2 - LOT 5	9006.42	0.21
BLOCK 2 - LOT 6	10752.47	0.25
BLOCK 2 - LOT 7	11439.53	0.26
BLOCK 2 - LOT 8	13023.48	0.30
BLOCK 2 - LOT 9	10561.25	0.24
BLOCK 3 - LOT 1	12285.40	0.28
BLOCK 3 - LOT 2	16659.10	0.38
BLOCK 3 - LOT 3	11429.31	0.26
BLOCK 3 - LOT 4	12541.84	0.29
BLOCK 3 - LOT 5	17277.66	0.40
BLOCK 3 - LOT 6	15402.40	0.35
BLOCK 3 - LOT 7	19845.24	0.46
BLOCK 3 - LOT 8	21690.87	0.50
BLOCK 3 - LOT 9	17365.37	0.40
BLOCK 3 - LOT 10	15661.46	0.36
BLOCK 3 - LOT 11	16248.11	0.37
BLOCK 3 - LOT 12	17241.46	0.40
BLOCK 3 - LOT 13	17801.60	0.41
BLOCK 3 - LOT 14	18454.78	0.42

BLOCK 3 - LOT 15	17102.38	0.39
BLOCK 3 - LOT 16	16690.50	0.38
BLOCK 3 - LOT 17	19152.79	0.44
BLOCK 3 - LOT 18	19260.79	0.44
BLOCK 3 - LOT 19	19085.58	0.44
BLOCK 3 - LOT 20	17599.26	0.40
BLOCK 3 - LOT 21	16843.55	0.39
BLOCK 3 - LOT 22	16963.91	0.39
BLOCK 3 - LOT 23	14764.58	0.34
BOUNDARY-OTTO : 5	101693.92	2.33
OUTLOT A	1036294.77	23.79

**HISTORICAL ESTIMATED MARKET VALUE
(LOTS ADJACENT TO PRESERVE 5TH)**

	2017	2016	2015	2014
1035 Barnes Lake Drive	\$ 397,500	\$ 365,200	\$ 309,900	\$ 291,100
1015 Barnes Lake Drive	\$ 348,000	\$ 278,400	\$ 251,100	\$ 234,100
995 Barnes Lake Drive	\$ 317,100	\$ 332,100	\$ 291,100	\$ 270,100
1040 Barnes Lake Drive	\$ 397,200	\$ 345,700	\$ 322,400	\$ 319,200
1020 Barnes Lake Drive	\$ 317,600	\$ 306,900	\$ 271,000	\$ 263,500
1000 Barnes Lake Drive	\$ 292,700	\$ 285,500	\$ 250,400	\$ 247,800
980 Barnes Lake Drive	\$ 431,200	\$ 411,700	\$ 384,200	\$ 363,900
960 Barnes Lake Drive	\$ 735,000	\$ 710,000	\$ 631,500	n/a
920 Barnes Lake Drive	\$ 346,700	\$ 303,400	\$ 287,400	\$ 280,200
900 Barnes Lake Drive	\$ 264,600	\$ 244,600	\$ 232,600	\$ 226,600
9731 Meadowlark Lane	\$ 36,300	\$ 36,300	\$ 33,500	\$ 21,100
860 Barnes Lake Drive	\$ 406,700	\$ 355,000	\$ 140,300	\$ 21,100
840 Barnes Lake Drive	\$ 491,500	\$ 441,500	\$ 416,300	\$ 394,200
780 Barnes Lake Drive	\$ 27,200	\$ 27,200	\$ 25,100	\$ 21,100
1000 Fox Crossing	\$ 190,800	\$ 169,900	\$ 154,100	\$ 9,300
1010 Fox Crossing	\$ 208,900	\$ 182,000	\$ 154,100	\$ 5,600
1020 Fox Crossing	\$ 181,700	\$ 164,900	\$ 162,100	\$ 158,200
1030 Fox Crossing	\$ 179,400	\$ 168,900	\$ 156,100	\$ 15,000
930 Lakewood Trail	\$ 181,900	\$ 166,600	\$ 33,500	\$ 16,800
925 Lakewood Trail	\$ 219,000	\$ 194,400	\$ 25,100	\$ 24,800
Average	\$ 298,550	\$ 274,510	\$ 226,590	\$ 167,563
Median	\$ 304,900	\$ 281,950	\$ 241,500	\$ 226,600

B. Rezoning: Preserve 5th Addition from P-1 to R-1 Low Density Single Family.

Heher opened the public hearing at 6:08 p.m.

Strack stated Scott Loomis, doing business as Loomis Homes, Incorporated proposes rezoning of a portion of Outlot A of The Preserve 4th Addition from P-1 Park/Public District to R-1 Low Density Single Family Residential District. The rezoning request was paired with final plat approval for The Preserve 5th Addition. A preliminary plat and final Planned Unit Development Plan for the phased The Preserve development was approved in 2002. The 4th phase was currently being built out. The Preserve 5th Addition consists of 37 one family lots which were previously graded as part of the initial development. Outlot A of the proposed 5th Addition is to be deeded to the public for a nature park.

Strack noted the area previously graded for streets and lot pads was apparently inadvertently zoned as public park land in the past, perhaps at the time the Official Zoning Map was most recently wholly updated.

The Preserve 5th Addition is east of Preserve 3rd and 4th Additions. Lots range in size from 9,006 square feet to 21,690 square feet with an average size of 15,036 square feet. Dwelling styles are primarily walk-outs with a few look-outs and full basement styles in Block 2. Lot and building packages are proposed in the \$250,000 to \$325,000 range. The Applicant proposes covenants including design standards. Covenants while they may be reviewed by the City with suggestions made, they are not enforceable by the City.

Strack stated existing home estimated market values (2017) in The Preserve 3rd Addition range from \$264,600 to \$735,000 with a median value of \$354,150 and an average value of \$376,206. Existing home estimated market values (2017) in the Preserve 4th Addition range from \$179,400 to \$234,200 with a median value of \$204,900 and an average value of \$204,730.

Strack reiterated rezoning from P-1 Parks and Open Space to R-1 Low Density Single Family Residential is requested. The proposed rezoning will remedy an apparent error on the Official Zoning Map wherein privately owned property was inadvertently zoned P-1 Parks and Open Space. The area proposed for rezoning was previously graded with a prior addition of The Preserve and was pre-platted as one-family residential lots. A final PUD for the entire development was placed into effect in 2002.

Strack noted R-1 Low Density Single Family Residential is consistent with the Comprehensive Plan planned land use. The code does not specify review criteria or required standards for approving a rezoning request. Notice of the public hearing notice was published, mailed, and posted as required by state law. Staff has received oral comments and questions. Public comment will be taken following the Applicant's presentation, with Commission discussion the during business portion of the agenda.

Scott Loomis, Loomis Homes addressed the Commission requesting approval of the rezoning and final plat.

Grundahl asked Loomis to summarize covenants. Loomis noted they were quite standard for residential development and included: type of structure, exterior building material standards, minimum structure size such as 1,400 square feet for a rambler, required sodding, required tree planting, architectural controls, and standards for signs, fences., certain outdoor storage, and keeping of garbage.

Heher inquired about types of housing. Loomis noted walk outs, full basements, and lookouts. Two stories mostly.

Heher asked for clarification regarding zoning of previously graded area to public/park. Strack noted she

was unsure of how/when the rezoning occurred but surmised it could have been an inadvertent error when the entire official zoning map was updated previously.

Lagergren inquired as to park dedication requirements. Strack noted park dedication was required with some of the previous additions. Sidewalk and trail installation had occurred with previous. Outlot A of proposed The Preserve 5th Addition was to be deeded to the City for park purposes, consistent with the final PUD plan and preliminary plat.

Heher requested clarification of where the trail proposed in the 5th Addition would be located. Loomis explained sidewalk through a portion of the 5th Addition with a transition to trail which was to extend to the existing improved trail located near Prairie Dawn Park.

Heher then read several emails received relating to the rezoning request.

Robert Ramos, no address provided, was opposed to the rezoning, expressing concern for smaller lots and homes with lower values.

Darrin and Angela Fox, 875 Barnes Lake Drive, were opposed to the rezoning. When purchasing their home they were told 'high-end' housing would be located in the 5th Addition. The email also included concerns regarding tidiness of lots under construction by Loomis in the Preserve 4th Addition.

Scott and Melissa Honl, 895 Barnes Lake Drive, were opposed to the rezoning. Their email included a concern for lack the volume of non-completed houses in the Preserve 4th Addition. Honl's were also concerned that all Loomis Homes designs looked similar.

Danielle and Brian Fritz, no address provided, were opposed to the rezoning. Concerns included 'cookie cutter' homes rather than custom built homes being proposed. The Fritz's are concerned lower priced, non-custom homes will severely devalue all homes in the Preserve.

Jennifer and Chad Morningstar, 1000 Fox Crossing and Mollie and Jesse Lovelette, 1005 Fox Crossing, opposed the rezoning. Concern regarding final grading of the lots potentially negatively impacting existing lots and proper stormwater controls were included in the email along with concern regarding tidiness of on-going construction in Preserve 4th.

Ron and Shelia Erpenbach, 1060 Preserve Boulevard, opposed the rezoning. Erpenbach's opined when their home was build 11 years ago covenants required new, bigger, nicer homes with greater values than those that are currently being built. Concerns that housing of the type being built currently in the 4th Addition will significantly devalue their home was included in the email.

Kathleen Pyles, no address provided, opposed the rezoning. Concerns included small required square footage of homes, seeding versus sodding, stormwater runoff, lack of public input in the architectural control committee proposed under the covenants, potential homes could be rented, and fencing.

Heher requested input from Liz Vieira, Attorney with Rupp Anderson, Squires, and Waldspurger. Vieira noted state law required rezoning consider the public's health, safety, and welfare. She noted the rezoning request was a bit unique in that it appeared to be to remedy a probable error.

Sarah Kroells, no address provided, inquired as to whether or not Loomis Home would be the builder if the rezoning and final plat were approved. Strack noted Loomis Homes was the owner of the property. She deferred to the Applicant for information. Loomis noted Loomis Homes would be the builder.

Hilbert Hoof, 740 Barnes Lake Drive, opposed the rezoning expressing concern regarding the building

process and what control the City could exercise over the building process as it relates to tidiness of the site and erosion control. Nuisance procedures and typical stormwater pollution prevention standards were highlighted.

Tina Diedrick, 223 Franklin St, inquired as to the minimum square footages included in the covenants, styles of homes, and lot coverage. Loomis noted Loomis Homes offer several different styles of homes, that minimum square footages varied by type of home, and that three car garages were standard.

Hoernemann commented that tidiness during construction appeared to be an issue. He noted the nature of construction sites is untidy, however, steps could be taken to address such issues. Hoernemann inquired as to whether a lot buyer could bring their own builder. Loomis noted that would not be allowed.

Jennifer Ramos, 1125 Preserve Blvd, inquired about covenants administration and enforcement, commented on untidiness of existing construction sites, and expressed support for custom built homes.

Julie Schmidt, 1040 Barnes Lake Drive, is the owner of property abutting Preserve 5th. Schmidt stated existing residents have put trails in the subject property and taken care of the landscape. in a sense developing a park on the subject property without assistance from the City.

Jean Schmitz, 1020 Barnes Lake Drive, referenced covenants contained in the previous additions. Schmitz inquired as to who is responsible for enforcing covenants. City Attorney Vieira noted covenants are private agreements and property owners that are a party to the agreement are responsible for enforcement and administration.

Arielle Brandenburg, Lakewood Trail, stated she recently purchased a Loomis Home. She expressed concern for delay in having the driveway paved and the lot final graded/seeded.

Scott Pelletier, 840 Preserve Blvd, opined owners of property in The Preserve should examine and have input into covenants as part of the area community.

Dennis Schmitz, 1020 Barnes Lake Drive, expressed concern regarding potential for devaluation of adjacent properties. Schmitz questioned where else in Carver County an individual could have a lake view for under \$400,000.

Karen Cardinal, 720 Barnes Lake Drive, inquired as to how Preserve 4th Outlot A became graded and not a park. She opined a study for Prairie Dawn Park included the entirety of the subject property. She noted residents paid park fees for park development which had not occurred. Strack showed her an illustration from the Prairie Dawn Park Plan depicting the area proposed for rezoning as one family lots with the area directly adjacent to Barnes Lake being deeded to the City as natural space. Strack noted the request before the City was consistent with the master plan for Prairie Dawn Park in terms of land use.

Arielle Brandenburg expressed concern regarding promptness of seeding of lot by Loomis Homes and accountability under the construction contract. Vieira noted the City is not able to enforce a private contract between a home buyer and a builder.

Tina Diedrick, 223 Franklin Street, inquired as to whether or not the City required a development escrow or financial guarantee. Strack explained financial guarantees required under development agreements apply to public improvements. Some communities require additional escrow. Helget noted the City requires a small escrow but potentially not enough for final grading and seeding/sodding.

Tricia Mackenthun, 975 Preserve Blvd, referenced a standard contained in the subdivision code which

states preliminary plats expire if a final plat is not filed within one year. She also requested the ability to provide input in proposed covenants.

Christine Druley, 860 Barnes Lake Drive, questioned where the City's responsibility for property values dropping lies. Expansion of Prairie Dawn Park was highlighted. Concern for not being able to remove trees adjacent to Barnes Lake if the riparian area was deeded to the City was also expressed. In addition opposition to 'cookie cutter' homes was expressed. Druley inquired as to whether or not Loomis would consider building \$400,000 homes in the 5th Addition. Loomis opined he would not be able to sell housing at that price point.

Nate Parpart, 1035 Barnes Lake Drive, spoke noting value of proposed homes was a concern. He questioned how the proposal could be adjusted to encourage higher value homes.

Motion – Lagergren to close the public hearing. Second by Grundahl. With all in favor the hearing was closed at 7:44 p.m.

5. New Business.

A. Preserve 5th Addition: Rezoning and Final Plat Consideration.

Heher introduced the agenda item. Strack summarized rezoning request.

Heher summarized public comments noting cleanliness was a comment expressed repeatedly. Heher expressed confidence cleanliness of current construction sites could be addressed.

Heher noted Mr. Loomis had provided verbal testimony indicating minimum square footage for ramblers was 1,400 square feet but the covenants stated 1,100 square feet. He inquired as to whether or not Loomis was open to working on minimum square footages included in the covenants. Loomis responded in the affirmative.

Strack inquired as to whether or not Loomis could identify areas of premium lots. Loomis responded in the affirmative noting lot premiums were envisioned. Strack inquired as to whether or not Loomis could provide renderings of homes which could be suitable for the premium lots. Loomis noted they had renderings available.

Heher inquired as to impact an eagle's nest could have on the subdivision. Strack noted if the presence of an eagle's nest is confirmed the Developer must secure a permit if work is proposed within a defined area. The Developer would have to secure a permit from the U.S. Fish and Wildlife Service.

Helget noted the covenants reference trees in the boulevard. He stated the covenants should not reference boulevard trees as the City did not want trees in the boulevard.

Helget further noted the covenants reference maximum length of on-street parking is 72 hours; the City standard is 48 hours.

Heher noted the Commission had two action items before them relating to this request. The Commission would review them one at a time beginning with rezoning followed by final plat.

Heher requested discussion from the Commission regarding rezoning. He noted the rezoning was to correct an apparent error on the official zoning map. He noted rezoning as requested was consistent with an approved preliminary plat and final PUD plan. Heher stated he heard several concerns with tidiness of homes that were currently under construction by the Applicant. He suggested the Applicant pay attention to those concerns.

Heher confirmed with Vieira the City is not able to control the purchase price or proposed values of property. Vieira stated the City has minimum lot size requirements, maximum impervious surface requirements, and setback standards all which assist in defining how a dwelling appears.

Strack noted the City also enforces minimum lot sizes and minimum dwelling unit size standards under code.

Heher voiced support for rezoning and asked Vieira to reiterate review criteria. Vieira addressed health, safety, and welfare standards and defined a potential need to examine whether or not denial of the rezoning request could amount to inverse condemnation as the property was zoned for public use but privately owned.

A member of the audience suggested requiring a minimum of 1,800 square feet for homes. Strack noted the minimum size under the City Code was in the vicinity of 900 square feet. She noted the City could suggest Loomis include the standard in proposed covenants and then require proof of recording the

covenants against each lot created.

Heher asked Lagergren for comment. Lagergren noted several concerns had been addressed.

Hoernemann noted rezoning was a sensitive issue.

Lagergren asked Strack what potential options were. Strack noted the Commission could recommend approval or denial of the rezoning request or postpone a decision pending receipt of additional information.

A discussion of the next meeting date occurred. Strack noted the next meeting date was presumably July 5th as the regular meeting date was a holiday.

Motion – Heher to postpone action on rezoning until a meeting July 5th in order to receive additional information from Vieira's office and to allow Loomis to further discuss covenants proposed. Second by Lagergren. Motion carried 4:0.

Motion – Heher to postpone action on final plat until a meeting July 5th in order to receive additional information from Vieira's office and to allow Loomis to further discuss covenants proposed. Second by Grundahl. Motion carried 4:0.

5. Old Business.

A. Preserve 5th Addition: Rezoning and Final Plat Consideration.

Grundahl introduced the agenda item. Strack summarized rezoning and final plat approval requests. A portion of proposed Preserve 5th Addition is proposed for rezoning from P-1 Parks and Open Space to R-1 Low Density Single Family Residential. Rezoning is requested following an apparent inadvertent rezoning of private property for a public purpose. Final plat for the 37 lot development is also requested.

Strack noted the Planning Commission postponed action on a rezoning request and request for final plat approval at the June 6th meeting. Information included in this packet is similar to that included in the June packet with the following updates: Updated concept plans addressing adjustments recommended by the City Engineer; updated proposed final plat; excerpt of meeting minutes (draft) June 6th PC meeting; lot summary; revised comment letter from City Engineer dated June 20, 2017; comment letter from Carver County Water Management Organization; and, historical summary estimated market values for property abutting Preserve 5th.

Strack noted a letter notifying the Applicant of extension of the statutory 60-day review period has been mailed. She noted City Attorney Jay Squires was present at the meeting and had reviewed the development and proposes the rezoning be acted on and plat process defined. She further noted City Administrator Helget attended a meeting with the Scott Loomis and neighborhood residents and would be available to report on the meeting.

Squires summarized issues he examined as part of the request for rezoning and final plat approval. Squires examined meeting records and materials relating to rezoning of the subject property to P-1 Park and Open Space in 2007. He also examined potential options for rezoning requests and what could occur should the rezoning request be denied. Finally he examined the City's ability to control values of proposed housing.

Squires noted the record from 2007 does not demonstrate an intentional action to rezone the subject property from residential to park and open space. The minutes state that the P-1 Park and Open Space District was placed into effect as well at the same time the official map was updated. The minutes state the P-1 District was created to zone all public park and open spaces as such. The subject property at that time was not a public parcel.

Squires reported the P-1 District use standards are quite strict and limited to park uses. As such, allowed uses for the subject property which is privately owned are severely curtailed if the rezoning request is not approved. He stated curtailed uses are a concern from a regulatory perspective.

Squires stated conditions for approval of rezoning and platting must be reasonable. Squires stated assigning minimum values for new homes is questionable as the zoning standards regulate types of uses through standards such as minimum lot size, minimum setbacks, fence standards, landscaping standards and surface coverage.

Squires explained a development agreement was recorded against subject property when the preliminary plat and planned unit development plan was approved for the entire development in the early 2000's. The original development agreement required creation of covenants. As the development was finalized in separate actions covenants were recorded with each final plat again properties contained in the plat. The covenants filed with The Preserve and Preserve 2nd, 3rd, and 4th Additions are similar. The covenants promote consistency throughout the entire development.

Squires recommended the City require covenants be submitted for the proposed Preserve 5th which are substantially consistent with those approved for the previous four additions. The covenants should include minimum foundation sizes and architectural review requirements.

Lagergren asked Squires whether or not the subject property was zoned for residential purposes prior to the assignment of a P-1 classification in 2007. Squires confirmed that subject property and the entire Preserve development was zoned residential prior to 2007.

Grundahl inquired as to whether or not lot sizes were approved in 2002 with the approval of The Preserve planned unit development. Squires confirmed the entire development was approved under PUD standards in 2002. That action fixed what the developer had a right to build.

Grundahl inquired as to whether or not all lots in previous additions needed to be sold prior to finaling another addition. Squires stated there was not a requirement for all lots to be sold prior to proceeding with another addition in the Preserve.

Grundahl requested Helget provide a summary of a meeting which occurred between Scott Loomis, the Developer, and adjacent property owners.

Helget stated one item of discussion at the meeting was whether or not Loomis would consider sale of lots to persons not interested in building a dwelling on the lot. Loomis indicated he would not consider sale of lots to persons intending to retain them as vacant lots long term. Helget noted he indicated at the neighborhood meeting that vacant lots perhaps negatively impact City finances in that previous infrastructure investment is to be re-cooped as availability and trunk fees are paid in conjunction with building permit issuance. Residents inquired as to whether or not availability and trunk fees could be assessed to properties without the presence of structures. Helget stated he requested input from Squires who noted such assessments could be problematic.

Helget stated adjacent residents and Loomis also discussed park dedication at the neighborhood meeting. Park land is dedicated as each phase of The Preserve is final platted.

Also at the neighborhood meeting, residents inquired as to whether or not larger lot sizes could now be required. Helget asked Squires for input. Squires noted lot sizes were established when the planned unit development was approved in 2002 so the City could not require larger lot sizes. However, if the Developer requested larger lot sizes they could be approved.

Helget characterized the neighborhood meeting as a productive, cordial meeting.

Lagergren inquired as to the status of covenants for Preserve 5th. Helget stated that at the neighborhood meeting Loomis noted he would be open to amending proposed covenants for Preserve 5th.

Lagergren inquired about status of trail. Strack noted concrete sidewalk was proposed adjacent to Fox Crossing with a bituminous trail connecting the sidewalk to an existing improved trail segment near Prairie Dawn Park.

Grundahl provided Loomis an opportunity to address the Commission. Loomis noted the neighborhood meeting was productive.

Lagergren inquired as to status of an eagle's nest. Strack reviewed the development process: Planning Commission recommends action on rezoning and final plat, if that occurs then a development agreement is prepared. Any required permits are addressed in the Development Agreement, including those related to securing a permit from the US Fish and Wildlife Service, as needed, related to eagles nests.

Grundahl invited a spokesperson for adjacent property owners to address the Commission.

Julie Schmidt opined the neighborhood meeting was productive. She then opined 160 school aged children reside in the Preserve and existing facilities at Prairie Dawn Park don't support their needs. She opined Prairie Dawn Park Master Plan envisions more robust facilities. Schmidt referenced a fee residents paid at building permit issuance to further development Prairie Dawn Park.

Schmidt then referenced several statements included in the 2008 Comprehensive Plan. She opined such statements supported denial of the requested rezoning and final plat approval. She referenced a statement in the Comprehensive Plan favoring retaining greenspace and open space. Schmidt also referenced statements in the Comprehensive Plan supporting resource protection and infill development. She opined a statement supporting a variety of life-cycle housing supported high end houses as well as other values. She opined more move-up homes were needed in the City. Schmidt stated the Comprehensive Plan recommends review and updating every one to five years. She questioned why the rezoning issue was not discovered at an earlier date. Schmidt opined the City has been helpful to Loomis's in the past. She suggested compliance with an existing conditional use permit on a separate Loomis property was potentially lacking. Finally, Schmidt suggested the City consider long term impact of higher valued properties as they will generate additional tax revenue.

Lagergren asked Strack to comment on the Prairie Dawn Park Master Plan. Strack noted the Master Plan includes more property than that within The Preserve development, including some property that is currently external to the corporate limits. She stated she was not able to comment on whether or not development of additional facilities at the park were included in the City's five year capital improvement plan.

Grundahl inquired as to whether or not the proposed rezoning and final plat were consistent with the Comprehensive Plan. Strack noted the Comprehensive Plan is an 'umbrella' document which guides the overall growth and redevelopment of the City. Items used to implement the Comprehensive Plan included the zoning code, subdivision code, and capital improvement plan. The Comprehensive Plan was a high level planning document. Strack opined the proposed rezoning and final plat were indeed broadly consistent with the Comprehensive Plan, including planning elements related to: park and open space preservation; natural amenity preservation; support for a variety of housing styles, types, values, and sizes; and support for infill development.

Motion – Lagergren to recommend the City Council rezone a portion of Outlot A of the Preserve 4th Addition from P-1 Park and Open Space to R-1 Low Density Single Family Residential. Second by Hoernemann. Motion carried 3:0.

Grundahl introduced the action item related to the final plat. Strack reviewed proposed conditions for approval included in her staff memo dated June 1, 2017. Strack emphasized a need for development of a developer's agreement. The following conditions are proposed:

1. Submittal of revised plans to the City for review as needed.
2. Incorporation of recommendations contained in a staff memo from the City Engineer dated June 1, 2017 and a second review memo from the City Engineer dated June 20, 2017. Incorporation of recommendations included in a memo from the Consulting Planner dated June 6, 2017.
3. Securing of necessary permits as may be required by entities external to the City of Norwood Young America.

4. Title examination by the City Attorney.
5. Execution of a Developer's Agreement and filing of necessary items as required therein.
6. Preparation of covenants by the Developer which are substantially similar to those approved with previous additions of the Preserve for review and comment by the City.

Motion – Lagergren to recommend the City Council approve a final plat for The Preserve 5th Addition subject to aforementioned conditions. Second by Hoernemann. Motion carried 3:0.

THE PRESERVE 5TH ADDITION

PLAT FILE NO.
C.R. DOC. NO.

KNOW ALL PERSONS BY THESE PRESENTS: That Loomis Homes, LLC, a Minnesota limited liability company, fee owner of the following described property situated in the County of Carver, State of Minnesota, to-wit:

Quint A, THE PRESERVE 4TH ADDITION, Carver County, Minnesota, according to the recorded plat thereof.

Has caused the same to be surveyed and plotted as THE PRESERVE 5TH ADDITION and does hereby dedicate to the public for public use the public way and the drainage and utility easements as created by this plat.

In witness whereof said Loomis Homes, LLC, a Minnesota limited liability company, has caused these presents to be signed by its proper officer this _____ day of _____, 20____.

LOOMIS HOMES, LLC.

Its _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____ by _____ of LOOMIS HOMES, LLC, a Minnesota limited liability company, on behalf of the company.

(Notary Signature) _____

(Notary Printed Name) _____

Notary Public, _____ County, Minnesota

My Commission Expires: _____

I hereby certify that I surveyed and plotted or directly supervised the surveying and plotting of the land described on this plat; this plat is a correct representation of the boundary survey; all mathematical data and labels are correctly designated; all monuments depicted on the plat have been or will be correctly set within one year; all water boundaries and wet lands as of this date are shown and labeled; and all public ways are shown and labeled.

Paul E. Otis, Land Surveyor
Minnesota License Number: 40062

STATE OF MINNESOTA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____ by Paul E. Otis, Land Surveyor.

(Notary Signature) _____

(Notary Printed Name) _____

Notary Public, _____ County, Minnesota

My Commission Expires: _____

NORWOOD YOUNG AMERICA, MINNESOTA

This plat of THE PRESERVE 5TH ADDITION was approved and accepted by the City Council of the City of Norwood Young America, Minnesota at a regular meeting thereof held this _____ day of _____, 20____ and is in compliance with the provisions of Minnesota Statutes, Section 505.03, Subd. 2.

CITY COUNCIL OF THE CITY OF NORWOOD YOUNG AMERICA, MINNESOTA

By _____ Mayor By _____ City Administrator

County Surveyor, Carver County, Minnesota

Pursuant to Chapter 385, Minnesota Laws of 1971, this plat has been approved this _____ day of _____, 20____.

Brian Prosser, County Surveyor

By _____

County Auditor/Treasurer, Carver County, Minnesota

I hereby certify that taxes payable in _____ and prior years have been paid for land described on this plat dated this _____ day of _____, 20____.

Laurie Davis, County Auditor/Treasurer

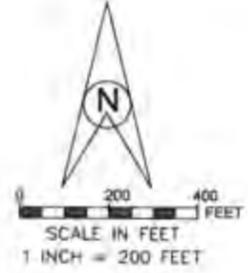
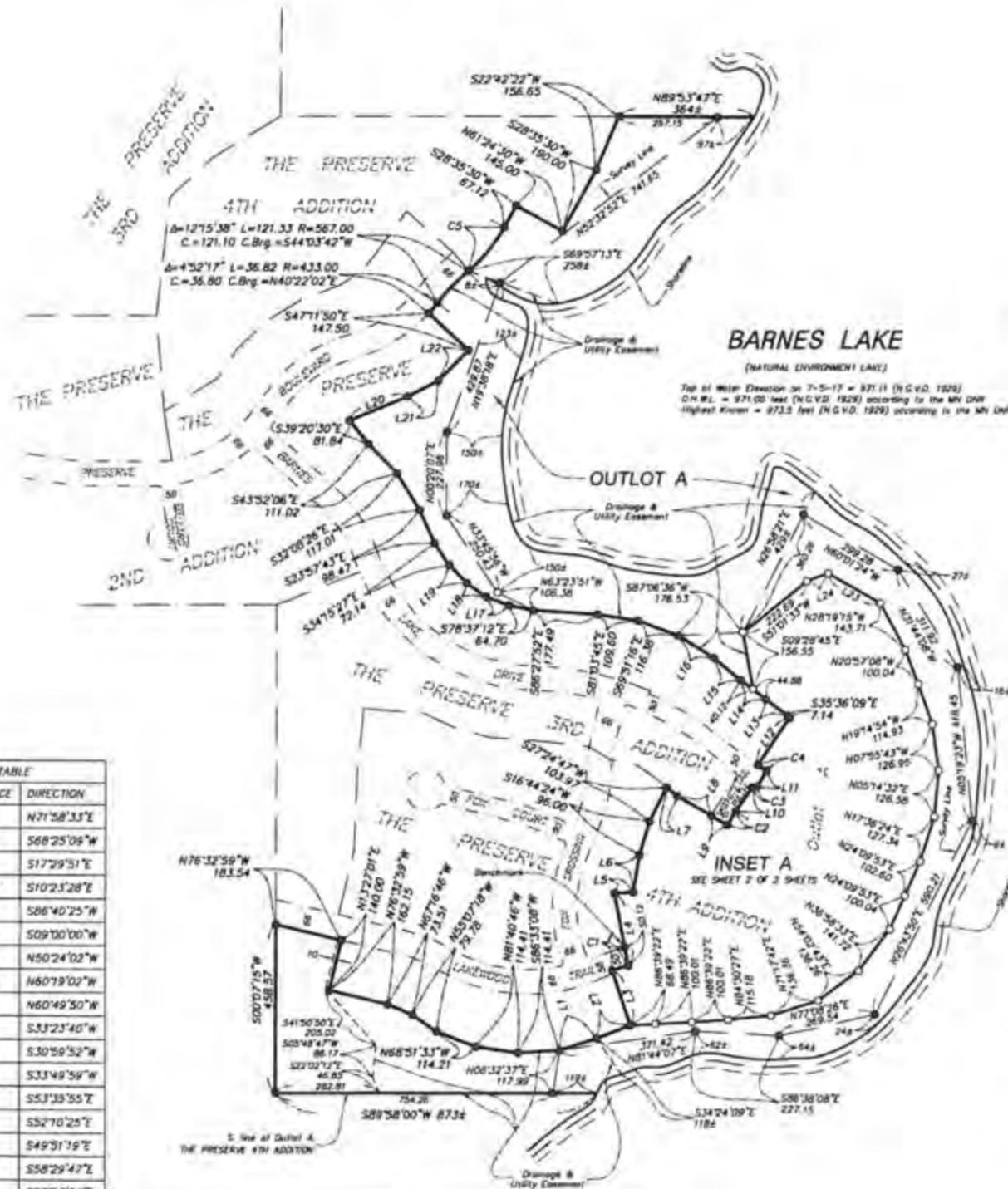
By _____

County Recorder, Carver County, Minnesota

I hereby certify that this plat of THE PRESERVE 5TH ADDITION was filed this _____ day of _____, 20____ at _____ o'clock _____ M. on Document No. _____.

County Recorder

By _____



BENCHMARK:
Top Nut of Hydrant on Lot 5, Block 5, THE PRESERVE 4TH ADDITION Elev=993.28 feet (N.G.V.D. 1929)

BEARING NOTE:
The South line of Outlot A, THE PRESERVE 4TH ADDITION, Carver County, Minnesota, has a Carver County bearing of S89°58'00\"W (HAD63 1986 Ad).

● denotes iron monument found
□ denotes 1/2 inch by 14 inch iron plate set and marked by License number 40062

NUMBER	DISTANCE	DIRECTION
L1	105.50	N71°58'33\"E
L2	96.24	S68°25'09\"W
L3	156.81	S17°29'51\"E
L4	200.07	S10°23'28\"E
L5	50.41	S86°40'25\"W
L6	102.22	S09°00'00\"W
L7	37.22	N50°24'02\"W
L8	108.02	N60°19'02\"W
L9	50.00	N60°49'50\"W
L10	78.48	S33°23'40\"W
L11	50.00	S30°59'52\"W
L12	154.53	S33°49'39\"W
L13	74.48	S53°35'55\"E
L14	85.00	S52°10'25\"E
L15	93.49	S49°31'19\"E
L16	116.03	S58°29'42\"E
L17	65.72	S89°53'04\"E
L18	65.84	S55°09'13\"E
L19	67.41	S44°03'17\"E
L20	172.19	S87°22'34\"W
L21	92.78	S62°33'34\"W
L22	116.14	S44°49'15\"W
L23	163.65	N60°34'37\"W
L24	61.83	S70°13'37\"W

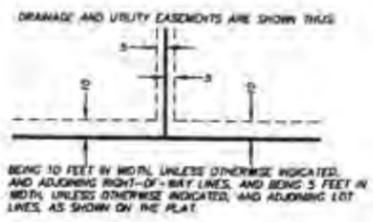
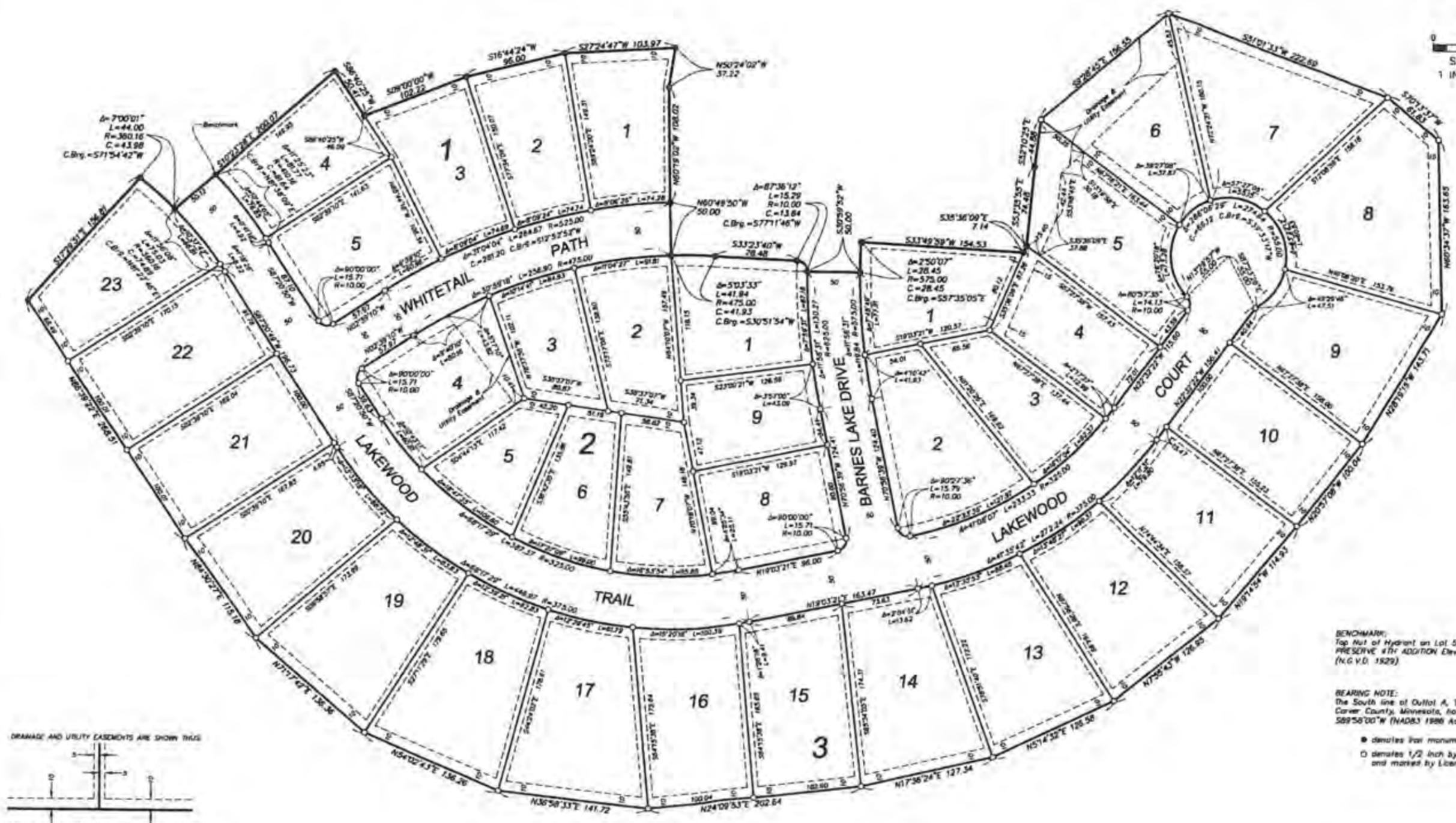
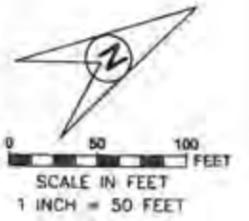
NUMBER	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD LENGTH	CHORD BEARING
C1	44.00	360.16	07°00'01\"	43.98	S71°54'42\"W
C2	41.94	475.00	05°03'33\"	41.93	S30°51'54\"W
C3	15.29	10.00	87°36'12\"	13.84	S77°11'46\"W
C4	28.45	575.00	02°50'07\"	28.45	S57°35'05\"E
C5	153.89	408.00	21°36'01\"	152.90	N39°23'31\"E



THE PRESERVE 5TH ADDITION

INSET A

PLAT FILE NO.
C.R. DOC. NO.

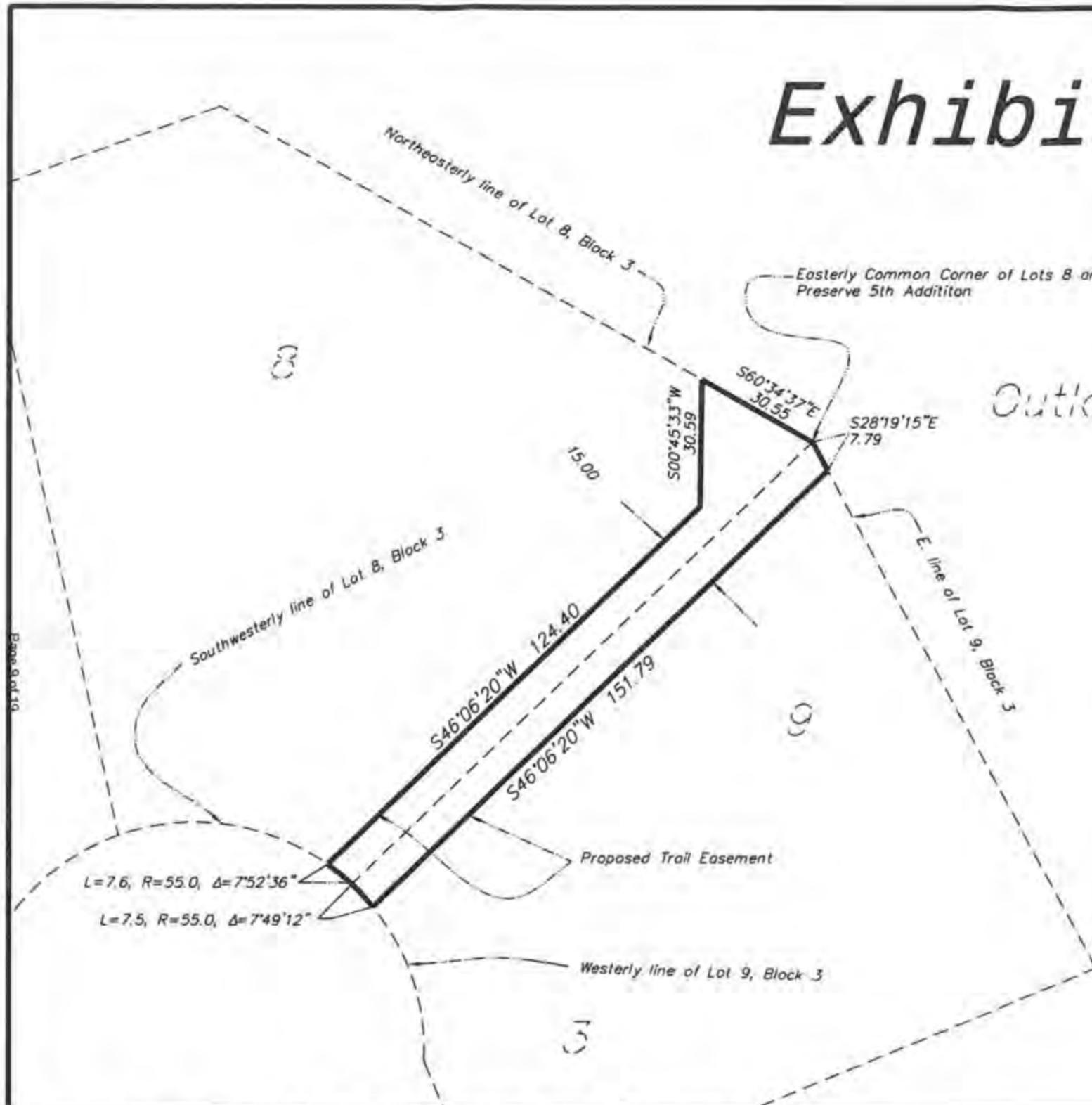


BENCHMARK:
Top Nut of Hydrant on Lot 5, Block 5, THE PRESERVE 4TH ADDITION, Carver County, Minnesota, has a Corner County bearing of S89°58'00"W (NAD83 1986 Adj).

BEARING NOTE:
The South line of Duffell A, THE PRESERVE 4TH ADDITION, Carver County, Minnesota, has a Corner County bearing of S89°58'00"W (NAD83 1986 Adj).

● denotes iron monument found
○ denotes 1/2 inch by 1/4 inch iron pipe set and marked by License number 40062.

Exhibit



Outlot A

PROPOSED TRAIL EASEMENT:

That part of Lot 9, Block 3, THE PRESERVE 5TH ADDITION, Carver County, Minnesota, according to the recorded plat thereof that lies Northwesternly of the following described line:

Commencing at the Easterly common corner of Lots 8 and 9, of said Block 3; thence on an assumed bearing of South 28 degrees 19 minutes 15 seconds East, along the Easterly line of said Lot 9, a distance of 7.79 feet to the point of beginning of said line; thence South 46 degrees 06 minutes 20 seconds West to the Westerly line of said Lot 9 and said line there terminating.

PROPOSED TRAIL EASEMENT OVER LOT 8:

That part of Lot 8, Block 3, THE PRESERVE 5TH ADDITION, Carver County, Minnesota, according to the recorded plat thereof that lies Southeasterly of the following described line:

Commencing at the Easterly common corner of Lots 8 and 9, of said Block 3; thence on an assumed bearing of North 60 degrees 34 minutes 37 seconds West, along the Northeasterly line of said Lot 8, a distance of 30.55 feet to the point of beginning; thence South 00 degrees 45 minutes 33 seconds West, a distance of 30.59 feet; thence South 46 degrees 06 minutes 20 seconds West to the Southwesterly line of said Lot 8 and said line there terminating.

Easement Area = 2597.53 S.F.

- denotes iron monument found
- denotes 1/2 inch by 14 inch iron pipe set and marked by License #40062

I hereby certify that this survey, plan, or report 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.

Paul E. Otto
 Paul E. Otto
 License #40062 Date:

Requested By:

Loomis Homes LLC

Date:

5-10-17

Drawn By:

B.L.C

Scale:

1"=30'

Checked By:



Engineers & Land Surveyors, Inc.

www.ottoassociates.com

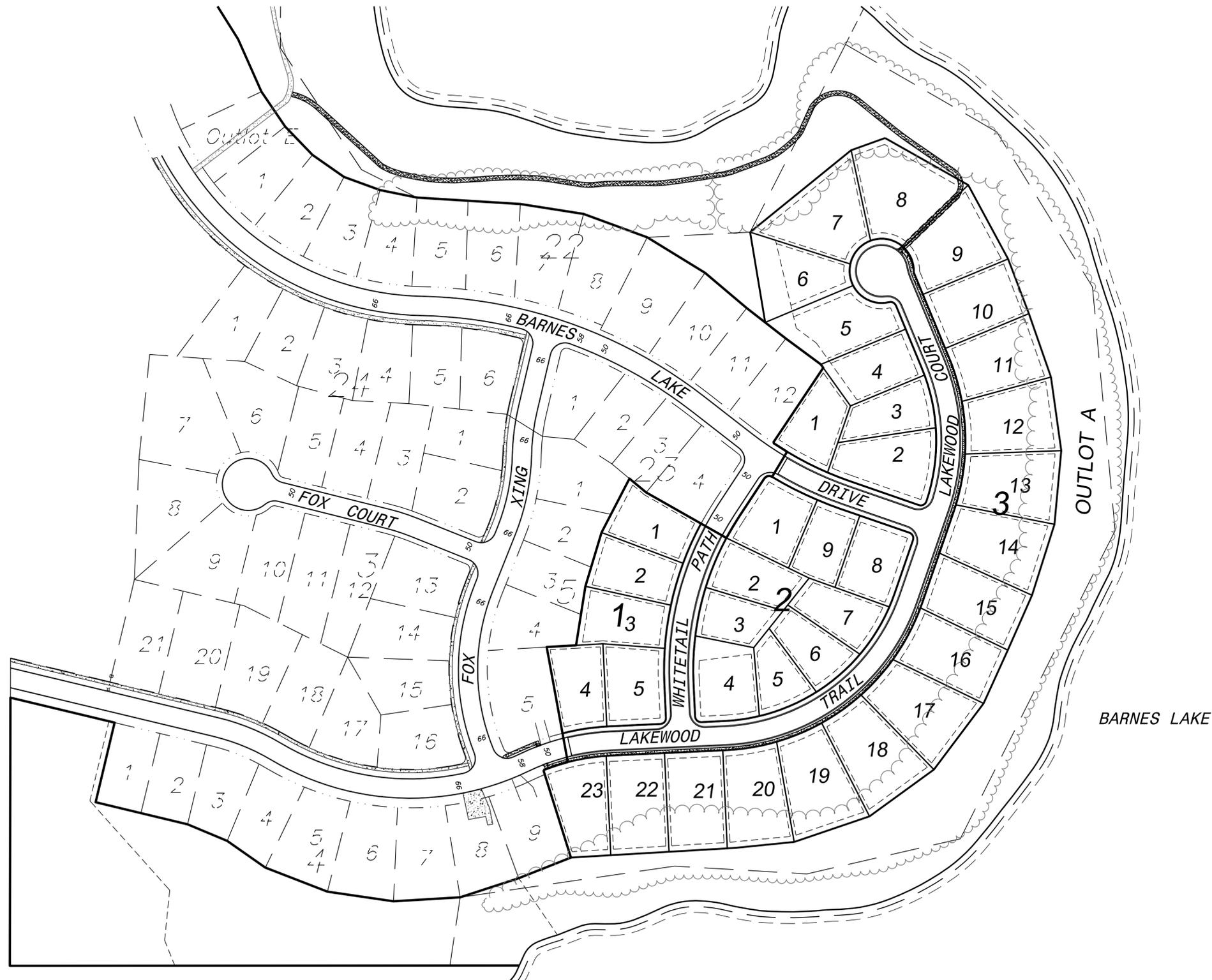
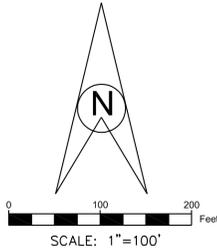
9 West Division Street
 Buffalo, MN 55313
 (763)682-4727
 Fax: (763)682-3522

Revised:

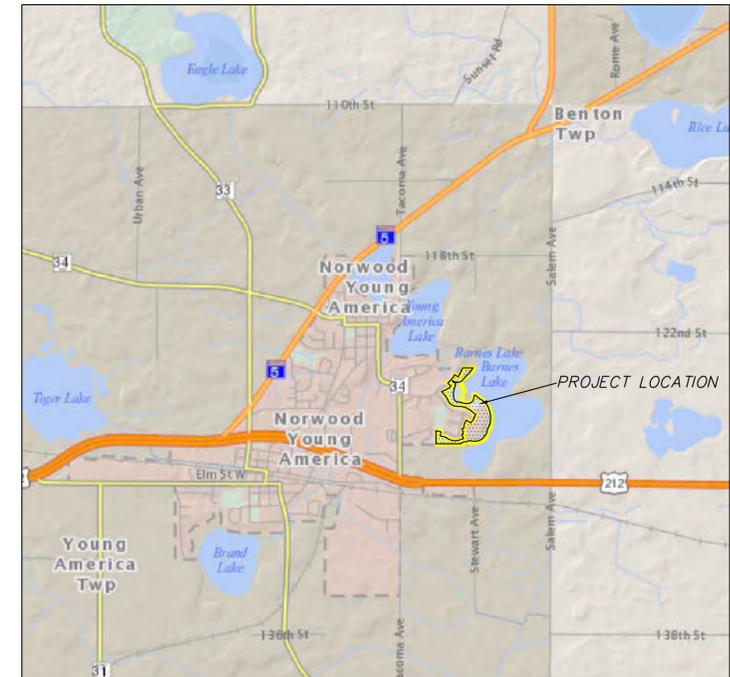
Project No.

17-0177

THE PRESERVE 5TH ADDITION NORWOOD YOUNG AMERICA



VICINITY MAP



SHEET INDEX

SHEET NO.	DESCRIPTION
1	COVER SHEET
2	COMPOSITE UTILITY PLAN
3	SANITARY SEWER & WATERMAIN - LAKEWOOD TRAIL/COURT
4	SANITARY SEWER & WATERMAIN - BARNES LAKE DRIVE
5	SANITARY SEWER & WATERMAIN - WHITETAILED PATH
6	STREET & STORM SEWER - LAKEWOOD TRAIL/COURT
7	STREET & STORM SEWER - BARNES LAKE DRIVE
8	STREET & STORM SEWER - WHITETAILED PATH
9	GRADING PLAN
10	STORMWATER POLLUTION PREVENTION PLAN
11	STORMWATER POLLUTION PREVENTION PLAN NARRATIVE
12	DETAILS
13	DETAILS
14	DETAILS

REV. NO.	DATE	BY	DESCRIPTION
1	6-14-17	T.J.B.	REVISE PER CITY REVIEW

DESIGNED DRAWN
C.S.O. T.J.B.

CHECKED
C.S.O.

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 under the laws of the State of Minnesota.

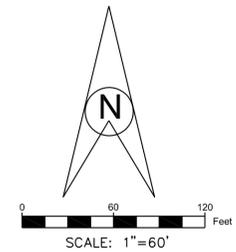
Cara M. Schwahn Otto
Cara M. Schwahn Otto
License # 40433 Date: 6-14-17

www.ottoassociates.com
9 West Division Street
Buffalo, MN 55313
(763)682-4727
Fax: (763)682-3522

THE PRESERVE 5TH ADDITION
LOOMIS HOMES, LLC
NORWOOD YOUNG AMERICA

COVER SHEET
SHEET NO. 1 OF 14 SHEETS

PROJECT NO:
17-0177
DATE: 5-11-17



REV. NO.	DATE	BY	DESCRIPTION
1	6-14-17	T.J.B.	REVISE PER CITY REVIEW

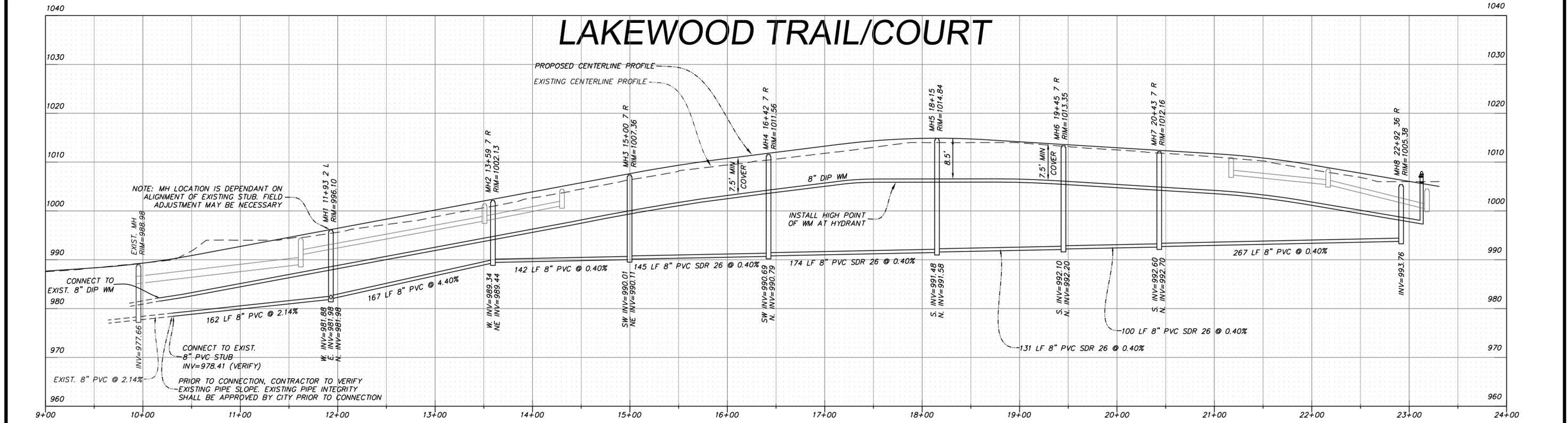
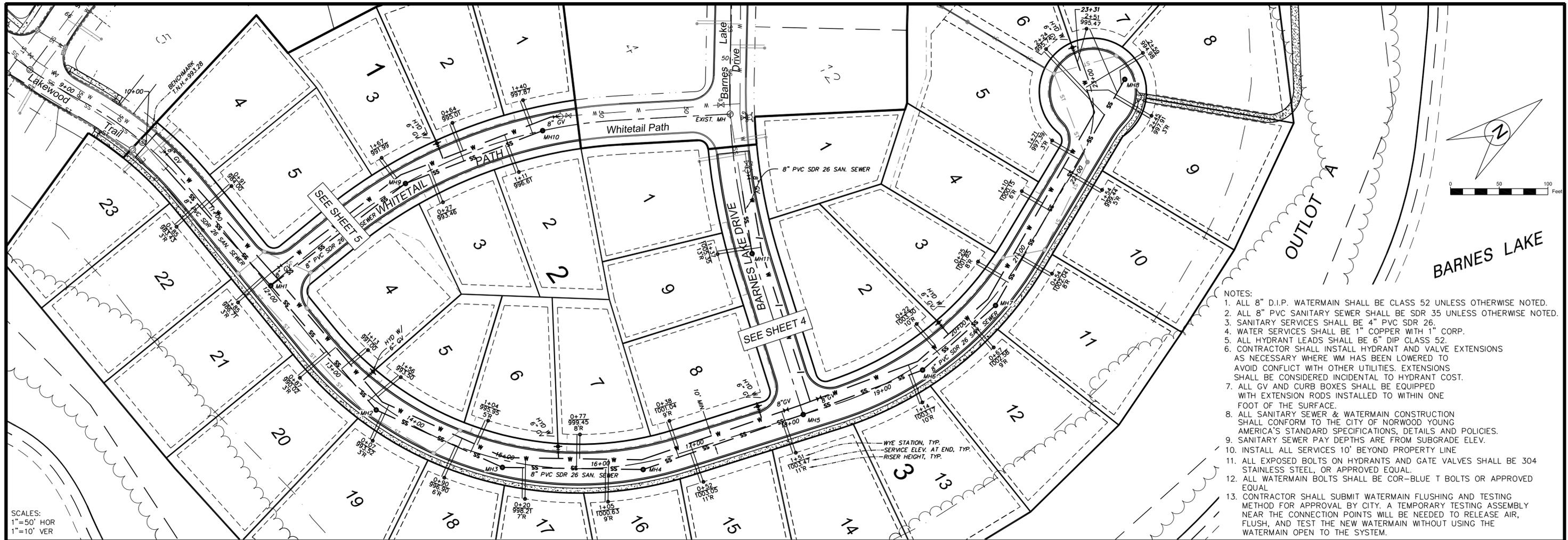
DESIGNED DRAWN
 C.S.O. T.J.B.
 CHECKED
 C.S.O.
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 Cara M. Schwahn Otto
 License # 40433
 Date: 6-14-17

OTTO ASSOCIATES
 Engineers & Land Surveyors, Inc.
 www.ottoassociates.com
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 Buffalo, MN 55313
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 Fax: (763)682-3522

THE PRESERVE 5TH ADDITION
 LOOMIS HOMES, LLC
 NORWOOD YOUNG AMERICA

COMPOSITE UTILITY PLAN
 SHEET NO. 2 OF 14 SHEETS

PROJECT NO: 17-0177
 DATE: 5-11-17



REV. NO.	DATE	BY	DESCRIPTION
1	6-14-17	T.J.B.	REVISE PER CITY REVIEW

DESIGNED: C.S.O. DRAWN: T.J.B.

CHECKED: C.S.O.

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 under the laws of the State of Minnesota.

Cara M. Schwahn Otto

Cara M. Schwahn Otto
License # 40433 Date: 6-14-17

OTTO ASSOCIATES

Engineers & Land Surveyors, Inc.

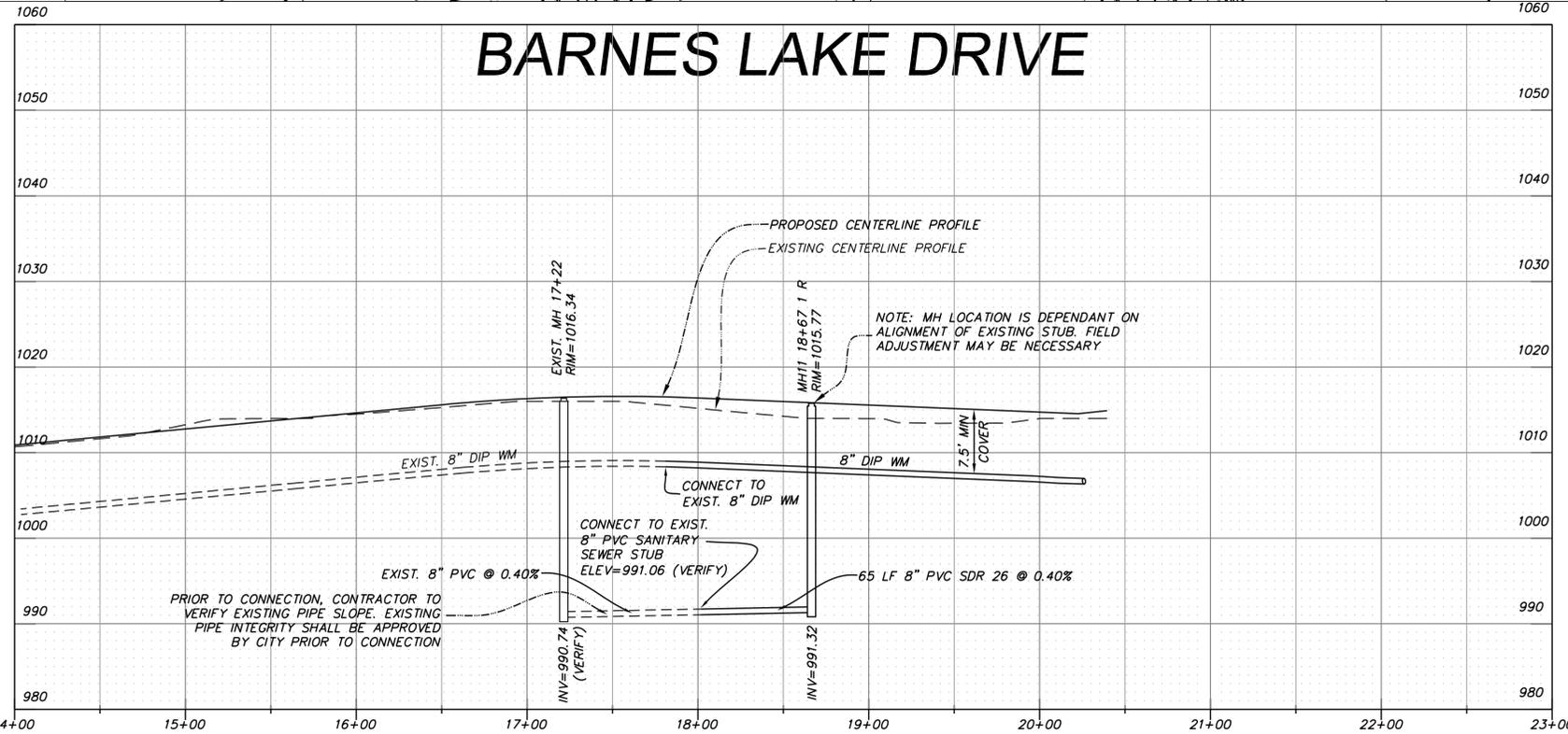
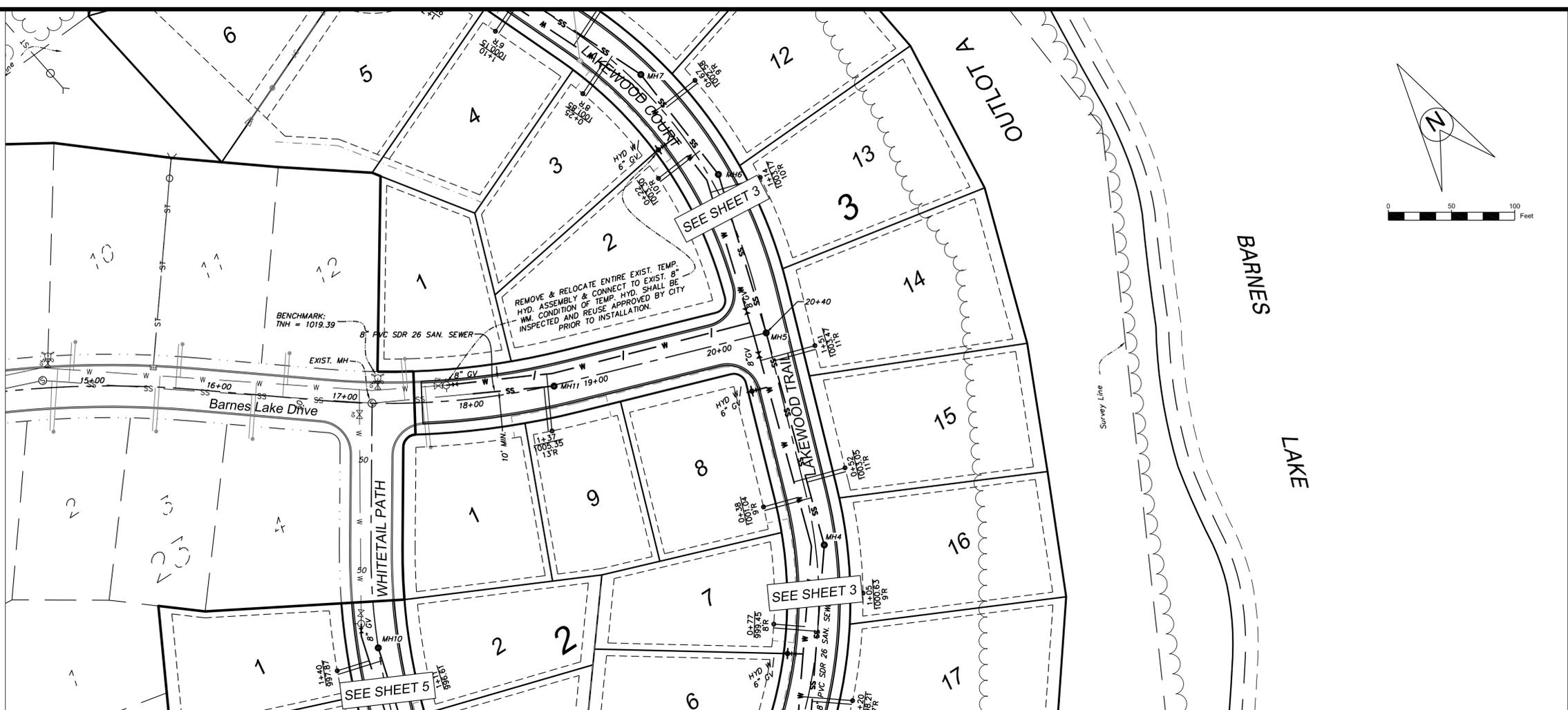
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THE PRESERVE 5TH ADDITION
LOOMIS HOMES, LLC
NORWOOD YOUNG AMERICA

SANITARY & WATERMAIN LAKEWOOD TRAIL/COURT	PROJECT NO: 17-0177
SHEET NO. 3 OF 14 SHEETS	DATE: 5-11-17

- NOTES:
1. ALL 8" D.I.P. WATERMAIN SHALL BE CLASS 52 UNLESS OTHERWISE NOTED.
 2. ALL 8" PVC SANITARY SEWER SHALL BE SDR 35 UNLESS OTHERWISE NOTED.
 3. SANITARY SERVICES SHALL BE 4" PVC SDR 26.
 4. WATER SERVICES SHALL BE 1" COPPER WITH 1" CORP.
 5. ALL HYDRANT LEADS SHALL BE 6" DIP CLASS 52.
 6. CONTRACTOR SHALL INSTALL HYDRANT AND VALVE EXTENSIONS AS NECESSARY WHERE WM HAS BEEN LOWERED TO AVOID CONFLICT WITH OTHER UTILITIES. EXTENSIONS SHALL BE CONSIDERED INCIDENTAL TO HYDRANT COST.
 7. ALL GV AND CURB BOXES SHALL BE EQUIPPED WITH EXTENSION RODS INSTALLED TO WITHIN ONE FOOT OF THE SURFACE.
 8. ALL SANITARY SEWER & WATERMAIN CONSTRUCTION SHALL CONFORM TO THE CITY OF NORWOOD YOUNG AMERICA'S STANDARD SPECIFICATIONS, DETAILS AND POLICIES.
 9. SANITARY SEWER PAY DEPTHS ARE FROM SUBGRADE ELEV.
 10. INSTALL ALL SERVICES 10' BEYOND PROPERTY LINE
 11. ALL EXPOSED BOLTS ON HYDRANTS AND GATE VALVES SHALL BE 304 STAINLESS STEEL, OR APPROVED EQUAL.
 12. ALL WATERMAIN BOLTS SHALL BE COR-BLUE T BOLTS OR APPROVED EQUAL
 13. CONTRACTOR SHALL SUBMIT WATERMAIN FLUSHING AND TESTING METHOD FOR APPROVAL BY CITY. A TEMPORARY TESTING ASSEMBLY NEAR THE CONNECTION POINTS WILL BE NEEDED TO RELEASE AIR, FLUSH, AND TEST THE NEW WATERMAIN WITHOUT USING THE WATERMAIN OPEN TO THE SYSTEM.

SCALES:
 1"=50' HOR
 1"=10' VER



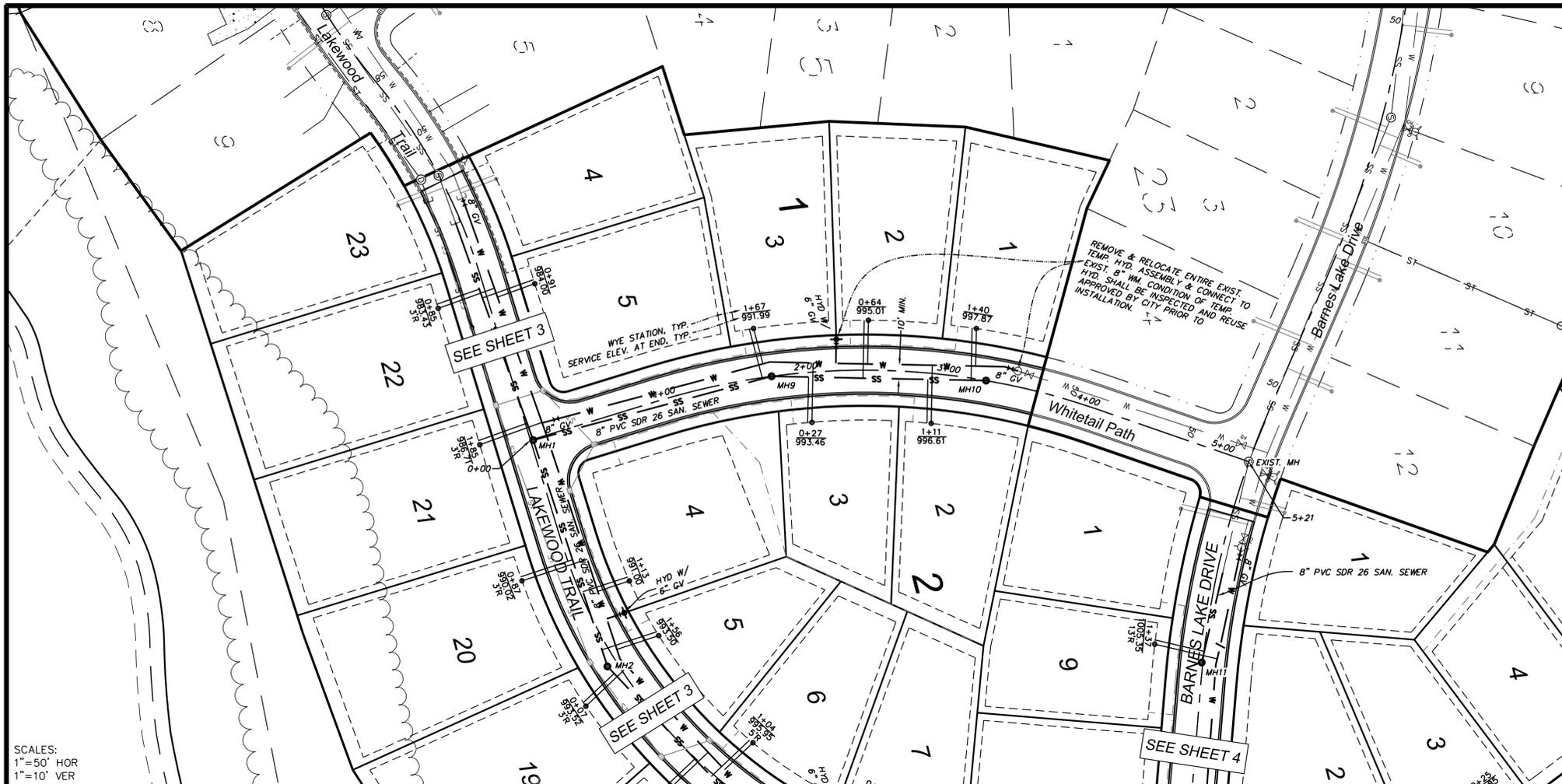
REV. NO.	DATE	BY	DESCRIPTION
1	6-14-17	T.J.B.	REVISE PER CITY REVIEW

DESIGNED: C.S.O. DRAWN: T.J.B.
 CHECKED: C.S.O.
 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 under the laws of the State of Minnesota.
 Cara M. Schwahn Otto
 License # 40433 Date: 6-14-17

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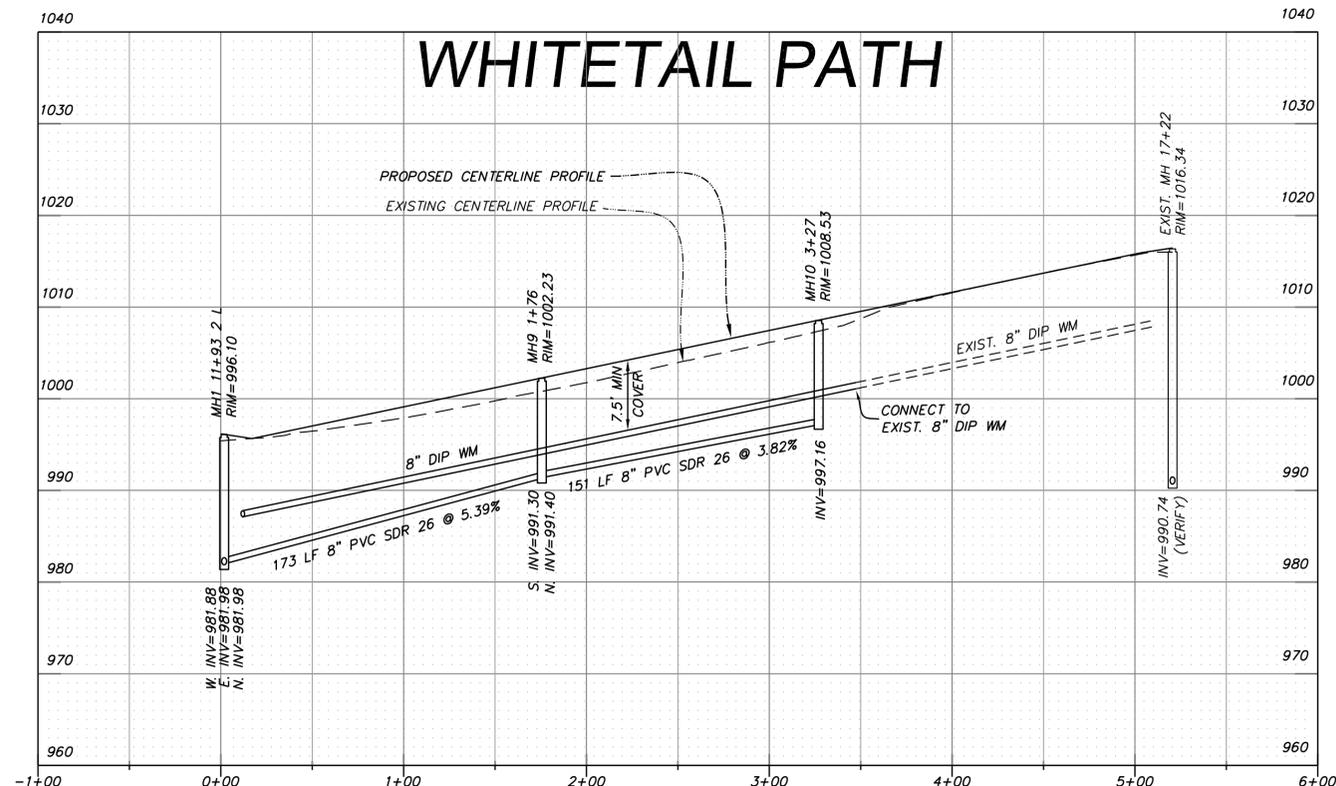
THE PRESERVE 5TH ADDITION
 LOOMIS HOMES, LLC
 NORWOOD YOUNG AMERICA

SANITARY & WATERMAIN BARNES LAKE DRIVE	PROJECT NO: 17-0177
SHEET NO. 4 OF 14 SHEETS	DATE: 5-11-17



- NOTES:
1. ALL 8" D.I.P. WATERMAIN SHALL BE CLASS 52 UNLESS OTHERWISE NOTED.
 2. ALL 8" PVC SANITARY SEWER SHALL BE SDR 35 UNLESS OTHERWISE NOTED.
 3. SANITARY SERVICES SHALL BE 4" PVC SDR 26.
 4. WATER SERVICES SHALL BE 1" COPPER WITH 1" CORP.
 5. ALL HYDRANT LEADS SHALL BE 6" DIP CLASS 52.
 6. CONTRACTOR SHALL INSTALL HYDRANT AND VALVE EXTENSIONS AS NECESSARY WHERE WM HAS BEEN LOWERED TO AVOID CONFLICT WITH OTHER UTILITIES. EXTENSIONS SHALL BE CONSIDERED INCIDENTAL TO HYDRANT COST.
 7. ALL GV AND CURB BOXES SHALL BE EQUIPPED WITH EXTENSION RODS INSTALLED TO WITHIN ONE FOOT OF THE SURFACE.
 8. ALL SANITARY SEWER & WATERMAIN CONSTRUCTION SHALL CONFORM TO THE CITY OF NORWOOD YOUNG AMERICA'S STANDARD SPECIFICATIONS, DETAILS AND POLICIES.
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SCALES:
1"=50' HOR
1"=10' VER



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1	6-14-17	T.J.B.	REVISE PER CITY REVIEW

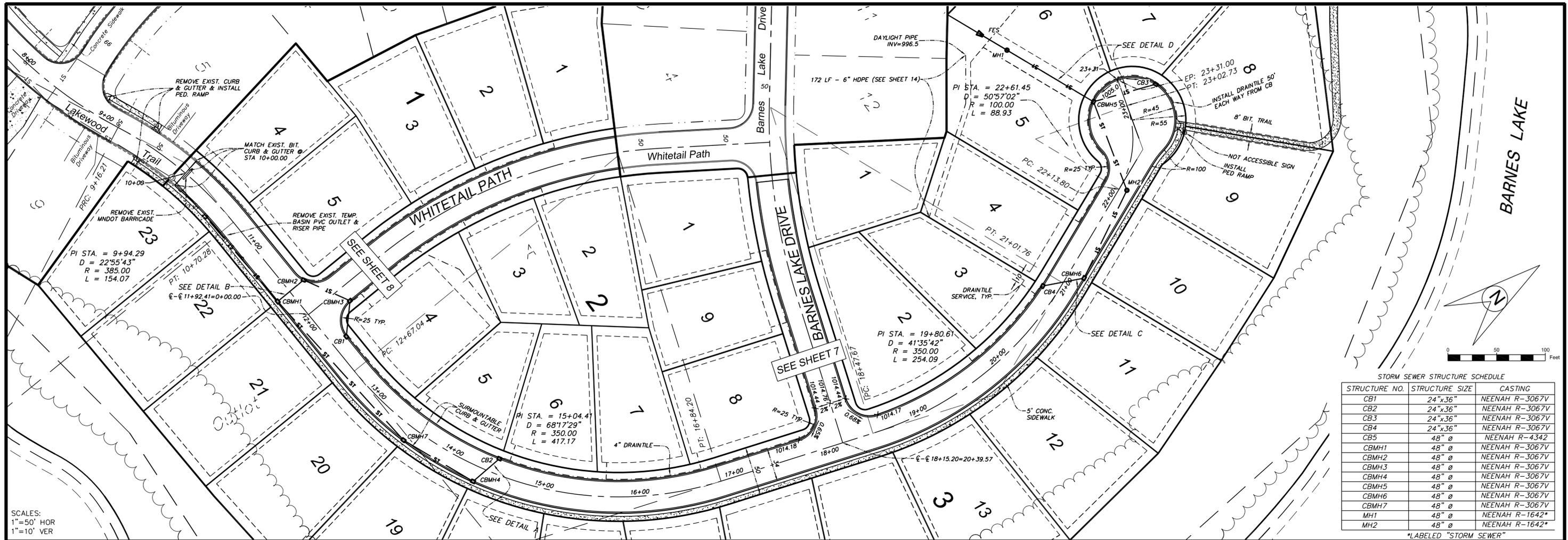
DESIGNED C.S.O. DRAWN T.J.B.
 CHECKED C.S.O.
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 Cara M. Schwahn Otto
 License # 40433 Date: 6-14-17

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THE PRESERVE 5TH ADDITION
 LOOMIS HOMES, LLC
 NORWOOD YOUNG AMERICA

SANITARY & WATERMAIN
 WHITETAIL PATH
 SHEET NO. 5 OF 14 SHEETS

PROJECT NO:
17-0177
 DATE: 5-11-17

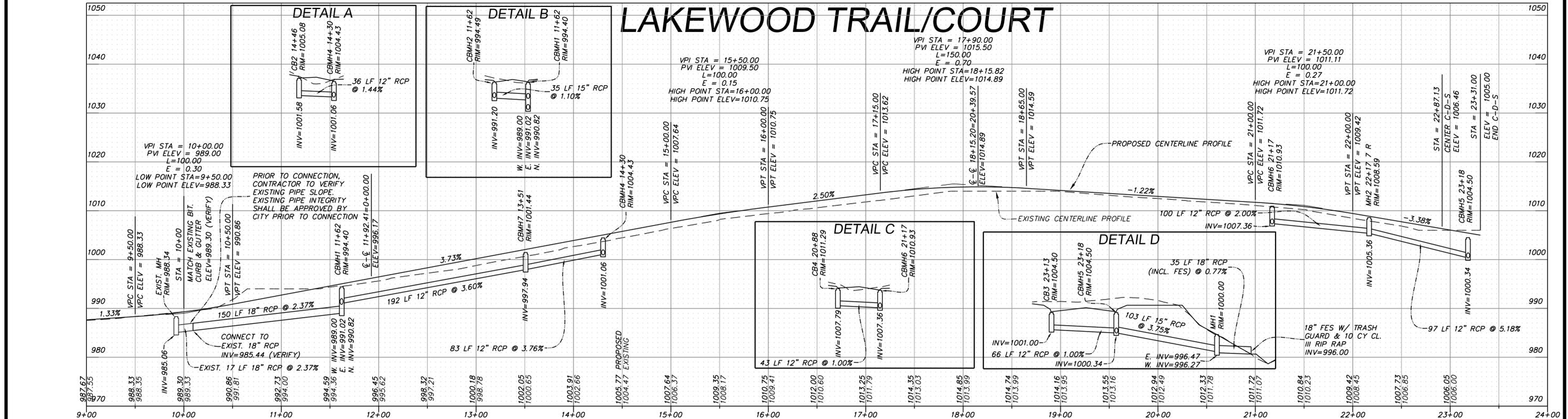


STORM SEWER STRUCTURE SCHEDULE

STRUCTURE NO.	STRUCTURE SIZE	CASTING
CB1	24" x 36"	NEENAH R-3067V
CB2	24" x 36"	NEENAH R-3067V
CB3	24" x 36"	NEENAH R-3067V
CB4	24" x 36"	NEENAH R-3067V
CB5	48" Ø	NEENAH R-4342
CBMH1	48" Ø	NEENAH R-3067V
CBMH2	48" Ø	NEENAH R-3067V
CBMH3	48" Ø	NEENAH R-3067V
CBMH4	48" Ø	NEENAH R-3067V
CBMH5	48" Ø	NEENAH R-3067V
CBMH6	48" Ø	NEENAH R-3067V
CBMH7	48" Ø	NEENAH R-3067V
MH1	48" Ø	NEENAH R-1642*
MH2	48" Ø	NEENAH R-1642*

*LABELED "STORM SEWER"

SCALES:
1"=50' HOR
1"=10' VER



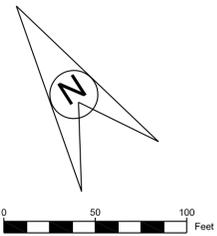
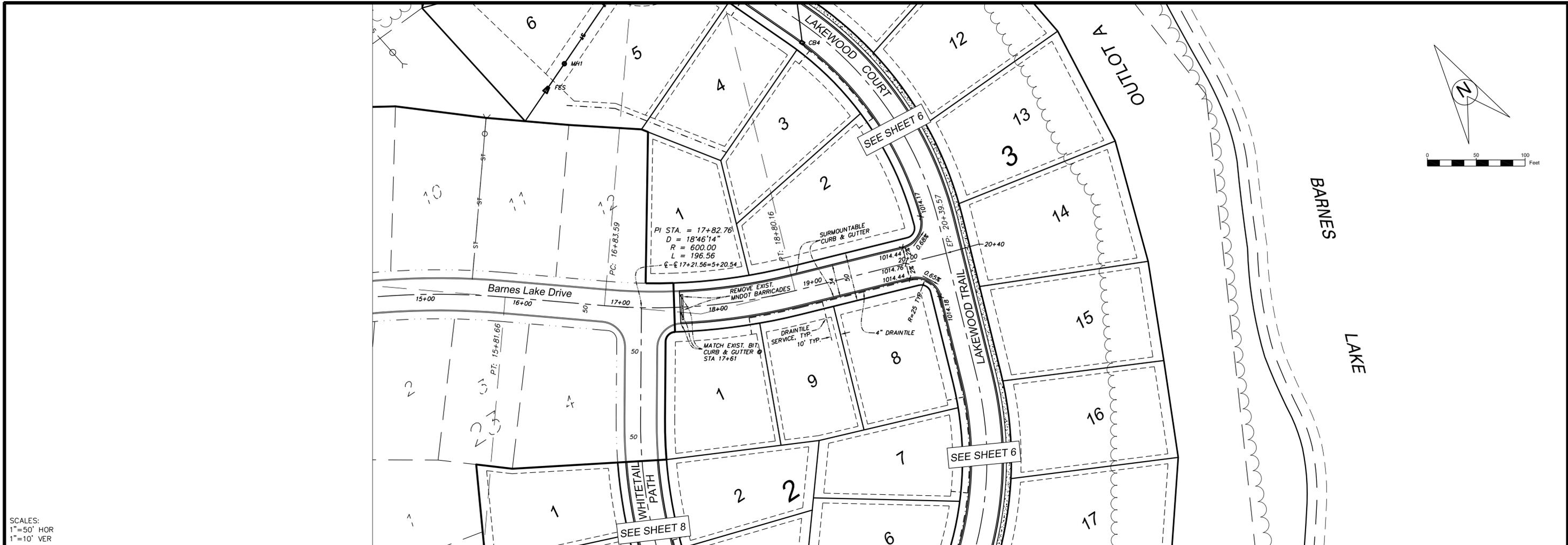
REV. NO.	DATE	BY	DESCRIPTION
1	6-14-17	T.J.B.	CITY REVIEW

DESIGNED: C.S.O. DRAWN: T.J.B.
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 License # 40433 Date: 6-14-17

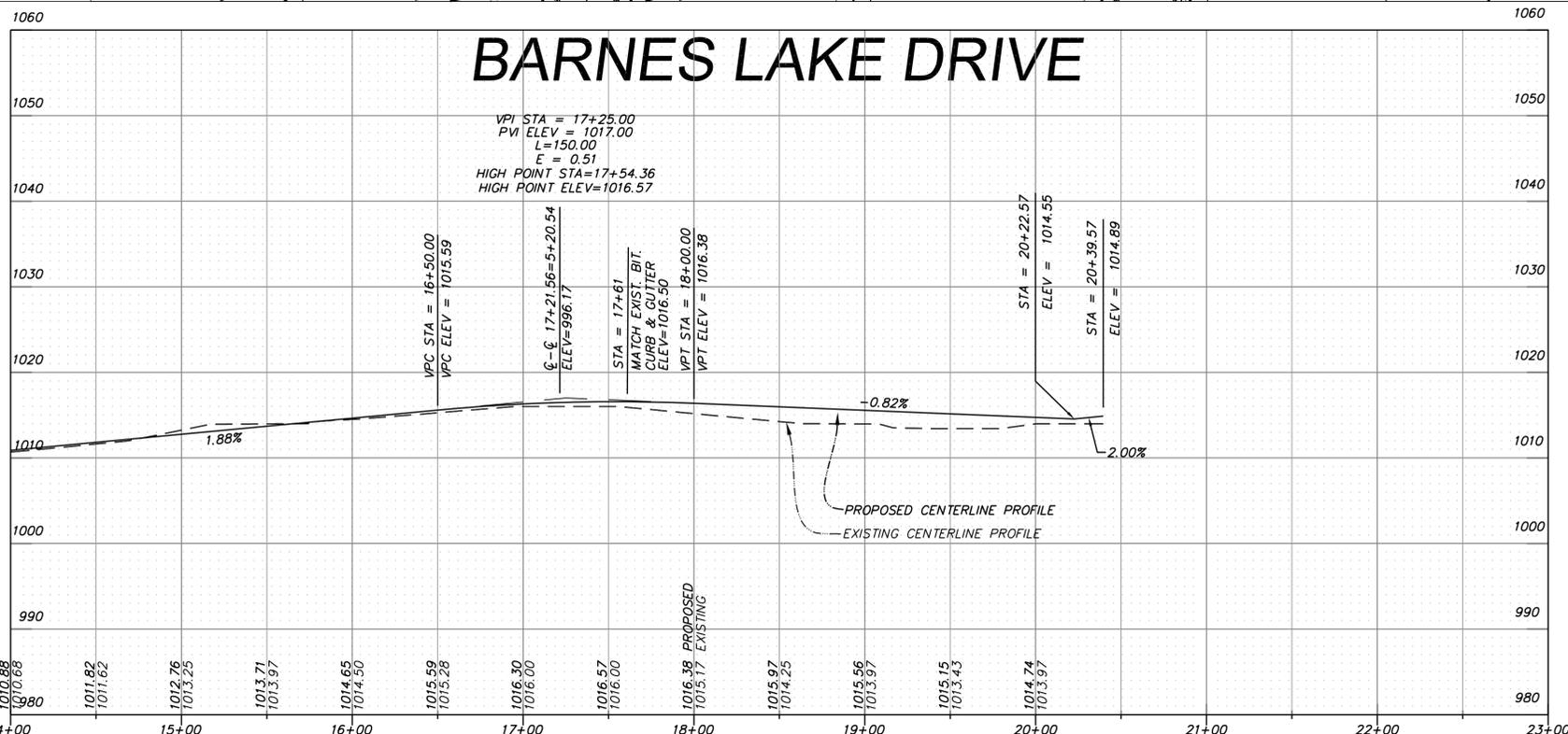
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THE PRESERVE 5TH ADDITION
 LOOMIS HOMES, LLC
 NORWOOD YOUNG AMERICA

PROJECT NO: 17-0177
 DATE: 5-11-17
STREET & STORM SEWER PLAN
LAKEWOOD TRAIL/COURT
SHEET NO. 6 OF 14 SHEETS



SCALES:
 1"=50' HOR
 1"=10' VER



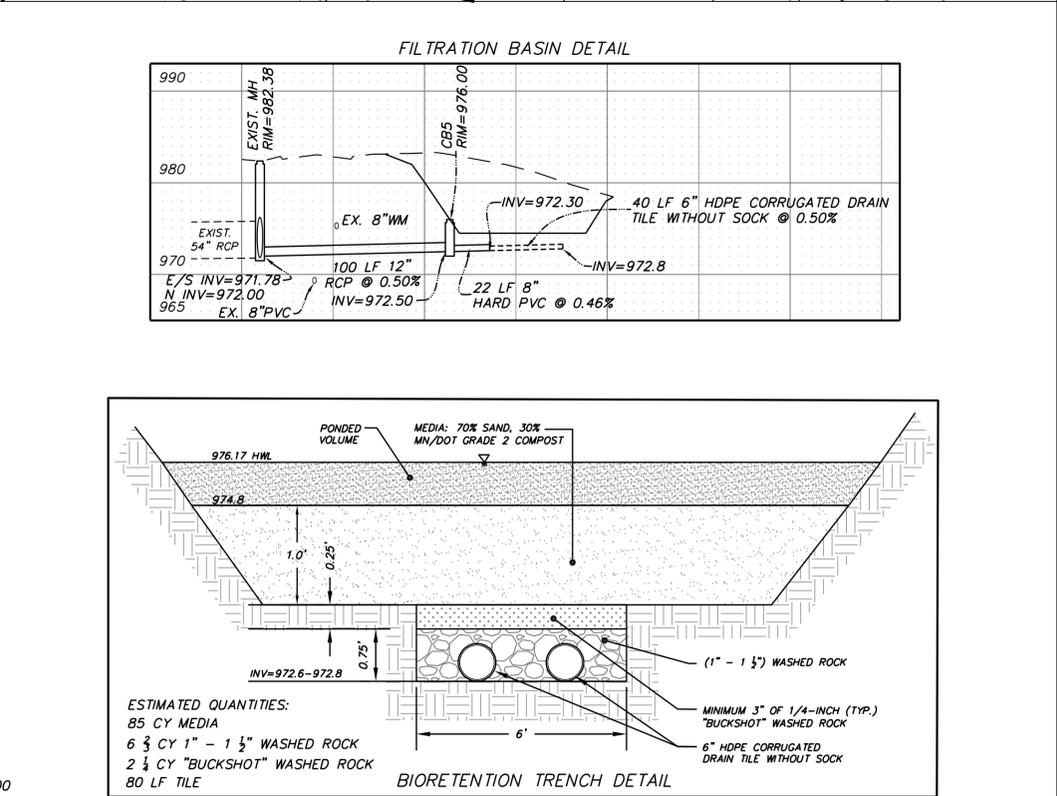
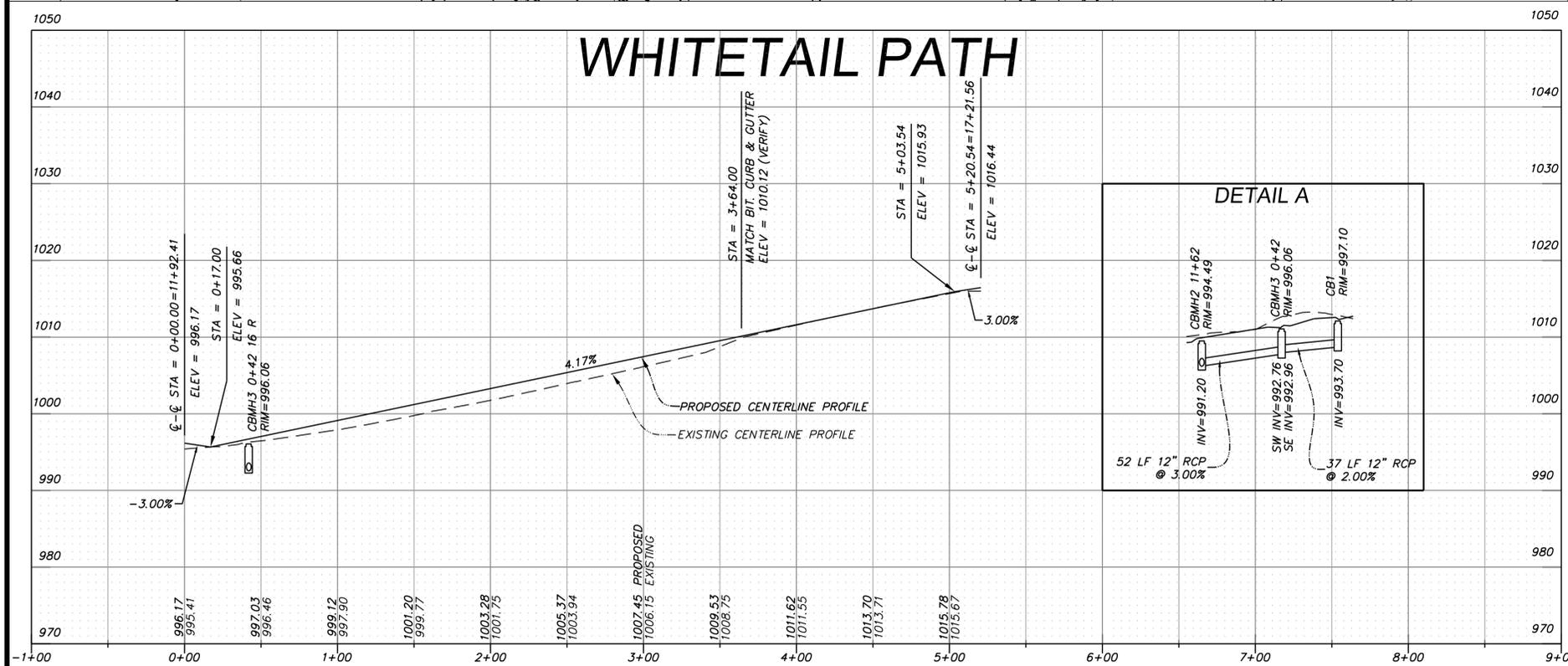
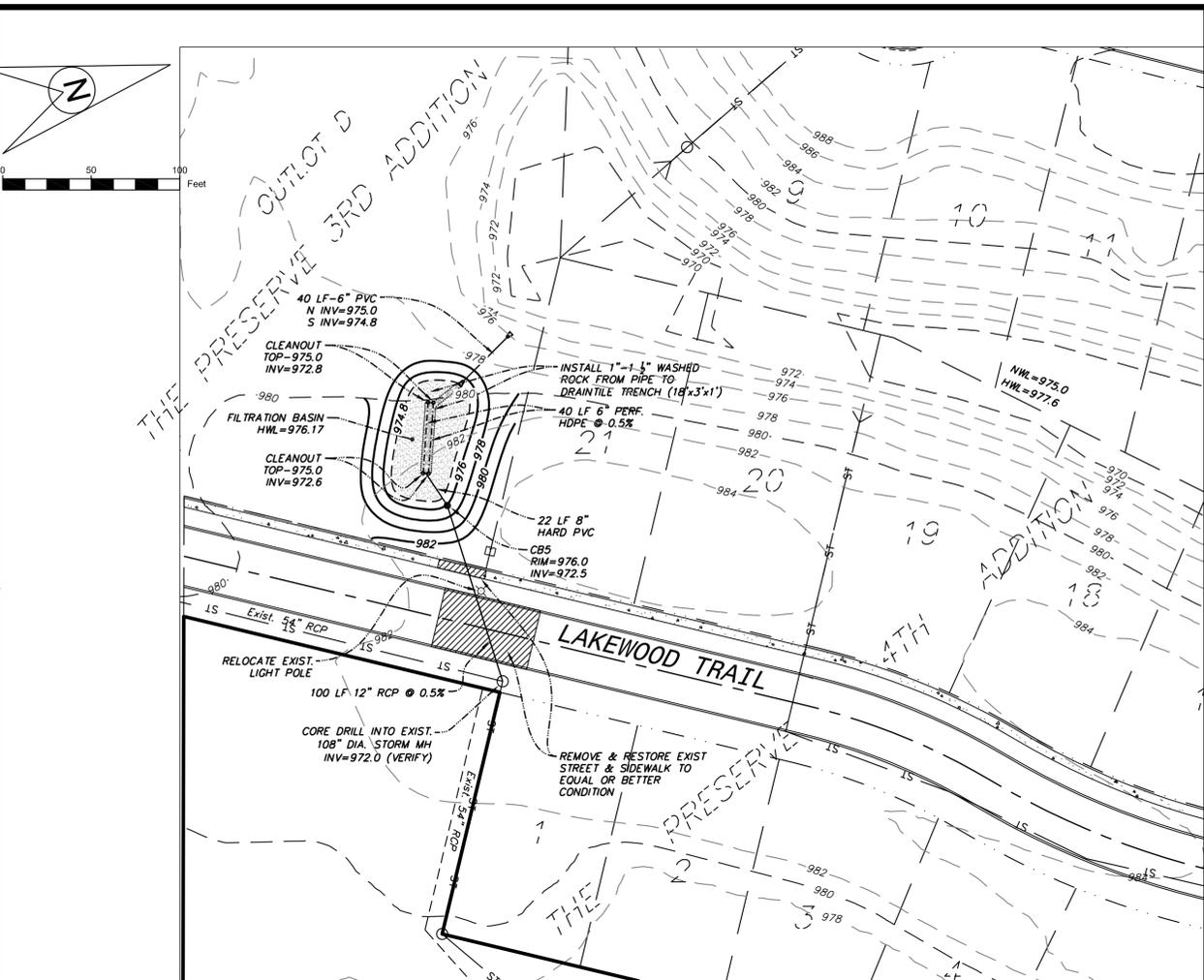
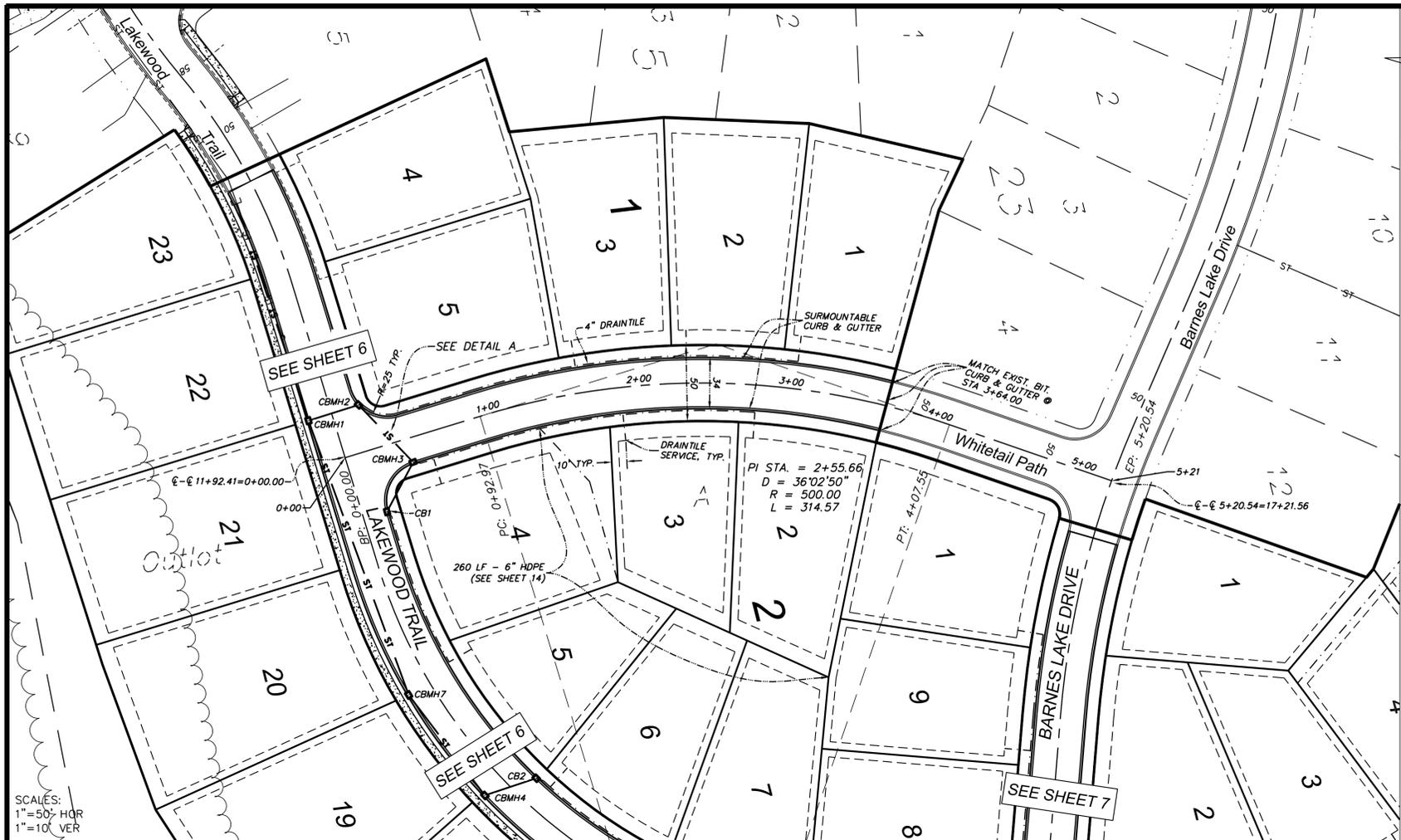
REV. NO.	DATE	BY	DESCRIPTION
1	6-14-17	T.J.B.	CITY REVIEW

DESIGNED: C.S.O. DRAWN: T.J.B.
 CHECKED: C.S.O.
 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 under the laws of the State of Minnesota.
 Signature: *Cara M. Schwahn Otto*
 Date: 6-14-17

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 (763)682-4727
 Fax: (763)682-3522

THE PRESERVE 5TH ADDITION
 LOOMIS HOMES, LLC
 NORWOOD YOUNG AMERICA

STREET & STORM SEWER PLAN BARNES LAKE DRIVE	PROJECT NO: 17-0177
SHEET NO. 7 OF 14 SHEETS	DATE: 5-11-17



REV. NO.	DATE	BY	DESCRIPTION
1	6-14-17	T.J.B.	REVISE PER CITY REVIEW
2	6-19-17	C.S.O.	FILTRATION BASIN

DESIGNED DRAWN
 C.S.O. T.J.B.

CHECKED
 C.S.O.

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 under the laws of the State of Minnesota.

Cara M. Schwahn Otto
 Cara M. Schwahn Otto
 License # 40433 Date: 6-19-17

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 9 West Division Street
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 (763)682-4727
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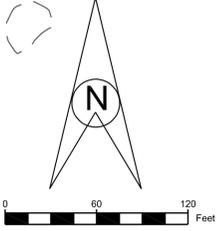
THE PRESERVE 5TH ADDITION
 LOOMIS HOMES, LLC
 NORWOOD YOUNG AMERICA

STREET & STORM SEWER PLAN
 WHITETAIL PATH

SHEET NO. 8 OF 14 SHEETS

PROJECT NO:
 17-0177

DATE:
 5-11-17



NOTE:
 GRADING WAS COMPLETED AS PART OF A PREVIOUS PHASE. PROPOSED PAD GRADES REFLECT DESIGN GRADES TO BE ESTABLISHED WITH BUILDING CONSTRUCTION. GRADING WORK UNDER THIS CONTRACT CONSISTS OF FILTRATION BASIN AND BIORETENTION BENCH GRADING, ESTABLISHING STREET SUBGRADE, REAR YARD SWALES IN BLOCK 2 AND LOTS 4 AND 5, BLOCK 1, AND TRAIL SUBGRADE PREP.

denotes Building Setback Line
 Front = 30'
 Side = 10'
 Rear = 25'
 From Barnes OHWL = 150'

40 LF-6" PVC
 N INV=975.0
 S INV=974.8
 CLEANOUT
 TOP=975.0
 INV=972.8

INSTALL 1" x 1" WASHED
 ROCK FROM PIPE TO
 DRAIN TILE TRENCH (18"x3"x1')
 40 LF 6" PERF
 HDPE @ 0.5%

22 LF 8" HARD PVC
 CB5
 RIM=976.0
 INV=972.5

RELOCATE EXIST.
 LIGHT POLE
 100 LF 12" RCP @ 0.5%
 CORE DRILL INTO EXIST.
 108" DIA. STORM MH
 INV=972.0 (VERIFY)

REMOVE & RESTORE
 EXIST STREET &
 SIDEWALK TO EQUAL
 OR BETTER CONDITION

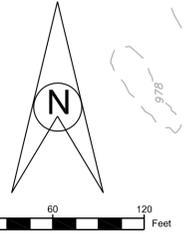
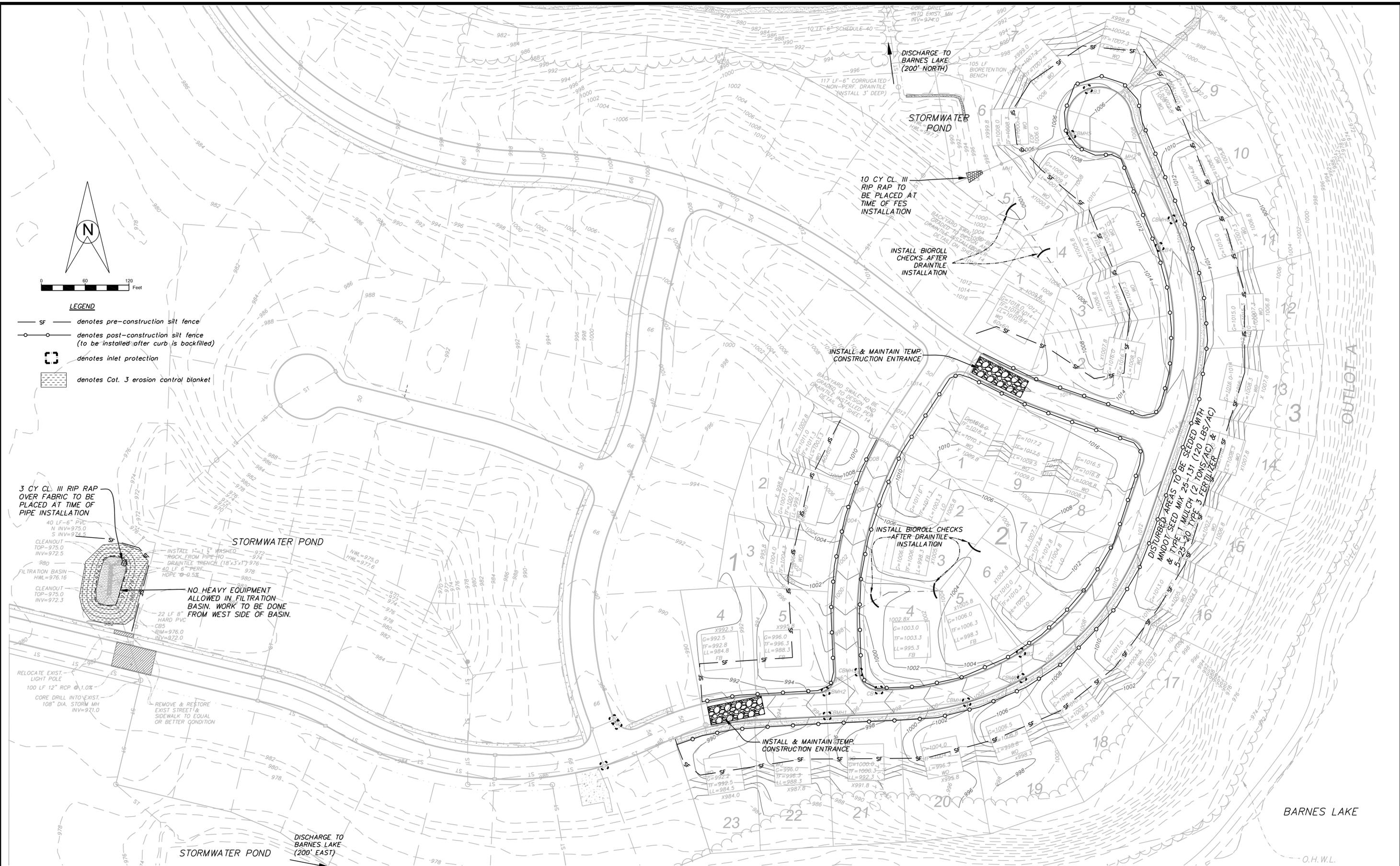
REV. NO.	DATE	BY	DESCRIPTION
1	6-14-17	T.J.B.	REVISE PER CITY REVIEW
2	6-19-17	C.S.O.	REVISE FILTRATION BASIN

DESIGNED DRAWN
 C.S.O. T.J.B.
 CHECKED
 C.S.O.
 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 under the laws of the State of Minnesota.
 Cara M. Schwahn Otto
 License # 40433
 Date: 6-19-17

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 Engineers & Land Surveyors, Inc.
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THE PRESERVE 5TH ADDITION
 LOOMIS HOMES, LLC
 NORWOOD YOUNG AMERICA

PROJECT NO:	17-0177
SHEET NO. 9 OF 14 SHEETS	DATE: 5-11-17

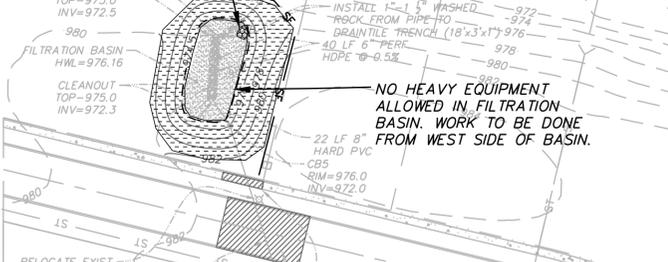


LEGEND

- SF — denotes pre-construction silt fence
- denotes post-construction silt fence (to be installed after curb is backfilled)
- denotes inlet protection
- ▨ denotes Cat. 3 erosion control blanket

3 CY CL. III RIP RAP OVER FABRIC TO BE PLACED AT TIME OF PIPE INSTALLATION

STORMWATER POND



RELOCATE EXIST. LIGHT POLE
100 LF 12" RCP @ 1.0%

CORE DRILL INTO EXIST. 108" DIA. STORM MH
INV=971.0

REMOVE & RESTORE EXIST. STREET & SIDEWALK TO EQUAL OR BETTER CONDITION

STORMWATER POND

DISCHARGE TO BARNES LAKE (200' EAST)

REV. NO.	DATE	BY	DESCRIPTION
1	6-14-17	T.J.B.	REVISE PER CITY REVIEW

DESIGNED C.S.O. DRAWN T.J.B.
CHECKED C.S.O.

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 under the laws of the State of Minnesota.

Cara M. Schwahn Otto
Cara M. Schwahn Otto
License # 40433 Date: 6-14-17

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THE PRESERVE 5TH ADDITION
LOOMIS HOMES, LLC
NORWOOD YOUNG AMERICA

STORMWATER POLLUTION PREVENTION PLAN	PROJECT NO: 17-0177
SHEET NO. 10 OF 14 SHEETS	DATE: 5-11-17

GENERAL PROJECT INFORMATION

PROJECT LOCATION AND NARRATIVE:

THIS PROJECT CONSISTS OF A 37 LOT SUBDIVISION IN NORWOOD YOUNG AMERICA, MN. THE SITE IS LOCATED NEAR LONGITUDE -93.8984, LATITUDE 44.7734. THE SITE IS ACCESSED FROM LAKEWOOD TRAIL AND BARNES LAKE DRIVE.

CONSTRUCTION ACTIVITIES INCLUDE UTILITY INSTALLATION, AGGREGATE & BITUMINOUS PLACEMENT, CURB & SIDEWALK INSTALLATION, FILTRATION BASIN CONSTRUCTION & HOMEBUILDING. SITE GRADING AND STORMWATER MANAGEMENT FACILITIES WERE CONSTRUCTED AS PART OF A PREVIOUS PHASE UNDER MPCA PERMIT NUMBER C00015838.

CONSTRUCTION IS PLANNED TO BEGIN SUMMER OF 2017 AND END SUMMER OF 2018.

RESPONSIBLE PARTIES:

CONTRACTOR MUST BE TRAINED FOR BOTH CONSTRUCTION INSTALLER AND SITE MANAGEMENT PER REQUIREMENTS OF THE PERMIT, PART III.F.

LOOMIS HOMES LLC OWNER	SCOTT LOOMIS CONTACT PERSON	952-200-8838 PHONE
---------------------------	--------------------------------	-----------------------

OTTO ASSOCIATES, INC. PLAN PREPARER	CARA SCHWAHN OTTO CONTACT PERSON	763-682-4727 PHONE
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TRAINING: 1/20/2016 (EXPIRES 2019) U OF MN CERTIFICATION - DESIGN OF CONSTRUCTION SWPPP
3/29/2017 (EXPIRES 2020) U OF MN CERTIFICATION - SITE MANAGEMENT

CONTRACTOR (RESPONSIBLE FOR INSTALLATION & INSPECTION)	CONTACT PERSON	PHONE
---	----------------	-------

TRAINING: -----

CITY OF NORWOOD YOUNG AMERICA PARTY RESPONSIBLE FOR LONG TERM O&M OF THE PERMANENT STORMWATER MANAGEMENT SYSTEM	STEVE HELGET	952-467-1805
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PROJECT AREAS:

PROJECT SIZE (DISTURBED FOR SITE DEVELOPMENT) = 8.5 ACRES
TOTAL PROJECT SIZE (INCLUDING HOMEBUILDING) = 14.3 ACRES

EXISTING AREA OF IMPERVIOUS SURFACE = 0.00 ACRES
POST-CONSTRUCTION AREA OF IMPERVIOUS SURFACE = 4.47 ACRES
TOTAL NEW IMPERVIOUS SURFACE AREA CREATED = 4.47 ACRES

RECEIVING WATERS:

SURFACE WATERS AND WETLANDS THAT WILL RECEIVE STORM WATER RUNOFF FROM THE SITE AND ARE WITHIN ONE (1) MILE OF THE SITE ARE INDICATED WITH DIRECTION ARROW ON THE SWPPP PLAN SHEET AND ARE LISTED BELOW:

NAME OF WATER BODY	IMPAIRED WATER
BARNES LAKE	NO

THE OWNER SHALL SUBMIT A NOTICE OF TERMINATION (NOT) AFTER ONE OF THE FOLLOWING HAS BEEN COMPLETED, WHICHEVER OCCURS FIRST.

- WITHIN 30 DAYS AFTER FINAL STABILIZATION IS COMPLETE.
- WITHIN 30 DAYS AFTER SELLING OR OTHERWISE LEGALLY TRANSFERRING THE ENTIRE SITE.

ALTERNATIVELY, THE OWNER MAY SUBMIT A PERMIT MODIFICATION FORM FOR EACH HOMEBUILDER/HOMEOWNER AS LOTS ARE SOLD. THE NEW OWNER/CONTRACTOR SHALL BE RESPONSIBLE FOR AMENDING THE SWPPP AS NECESSARY TO SPECIFICALLY ADDRESS THEIR WORK AND SUBMIT A NOTICE OF TERMINATION (NOT) ACCORDING TO THE SAME REQUIREMENTS ABOVE.

CONSTRUCTION ACTIVITY NOTES

ALL CONSTRUCTION ACTIVITIES MUST MEET THE REQUIREMENTS OF THE MPCA'S NPDES GENERAL STORMWATER PERMIT FOR CONSTRUCTION ACTIVITY.

EROSION PREVENTION:

ALL EXPOSED SOIL AREAS (INCL. STOCKPILES) MUST BE STABILIZED. STABILIZATION MUST BE INITIATED IMMEDIATELY TO LIMIT SOIL EROSION BUT COMPLETED NO CASE LATER THAN 14 DAYS AFTER THE CONSTRUCTION ACTIVITY IN THAT PORTION OF THE SITE HAS TEMPORARILY OR PERMANENTLY CEASED.

TEMPORARY TURF RESTORATION SHALL BE MNDOT SEED MIX 25-131 @ 120 LB/ACRE OR 25-121 @ 61 LBS/ACRE (SEE BID FORM) WITH MNDOT TYPE 1 MULCH @ 2 TONS/ACRE (DISC ANCHORED) AND 5-25-20 TYPE 3 FERTILIZER (350 LBS/ACRE). STABILIZATION MUST BE INITIATED IMMEDIATELY BUT IN NO CASE COMPLETED LATER THAN 14 DAYS AFTER THE ACTIVITY IN THAT PORTION OF THE SITE HAS TEMPORARILY OR PERMANENTLY CEASED.

PERMANENT TURF RESTORATION SHALL BE SOD OR SEED AFTER HOME CONSTRUCTION.

ENERGY DISSIPATION (RIP RAP) AT ALL OUTLET APRONS SHALL BE INSTALLED WITHIN 24 HOURS OF CONNECTION TO SURFACE WATER.

SEDIMENT CONTROL PRACTICES:

THE CONTRACTOR SHALL BE RESPONSIBLE TO CONTROL SEDIMENT-LADEN SURFACE WATER FROM LEAVING THE CONSTRUCTION ZONE. ALL MOBILIZED SEDIMENT THAT HAS LEFT THE CONSTRUCTION ZONE SHALL BE COLLECTED BY THE CONTRACTOR AND PROPERLY DISPOSED OF AT NO ADDITIONAL COST TO THE OWNER.

A 50 FOOT NATURAL BUFFER IS SHALL BE MAINTAINED FROM ALL SURFACE WATERS. WHERE THIS IS NOT FEASIBLE, REDUNDANT SEDIMENT CONTROLS SHALL BE INSTALLED.

ENTERING/EXITING THE SITE SHALL OCCUR ONLY AT TEMPORARY CONSTRUCTION ENTRANCES TO LIMIT TRACKING OF SEDIMENT ONTO STREETS.

SEDIMENT TRACKED ONTO STREETS DURING WORKING HOURS MUST BE RECLAIMED VIA SCRAPING AND SWEEPING AT END OF EACH WORKING DAY.

TEMPORARY SOIL STOCKPILES SHALL HAVE SILT FENCE OR OTHER EFFECTIVE SEDIMENT CONTROLS INSTALLED AROUND THE PERIMETER. NO STOCKPILE MAY BE PLACED IN ANY NATURAL BUFFERS OR SURFACE WATERS.

DUST CONTROL MEASURES SHALL BE IMPLEMENTED AND MAINTAINED AT ALL TIMES DURING CONSTRUCTION, AND WITHIN 4 HOURS OF NOTIFICATION BY THE CITY.

CONSTRUCTION SEQUENCING:

- PRECONSTRUCTION MEETING.
- INSTALL PERIMETER SILT FENCE & CONSTRUCTION ENTRANCE.
- INSTALL DOWNSTREAM INLET PROTECTION TO OFF-SITE CATCH BASINS.
- CLEARING & GRUBBING.
- INSTALL UTILITIES.
- INSTALL INLET PROTECTION DEVICES ON NEW CATCH BASINS.
- STREET CONSTRUCTION.
- STABILIZE SITE AS INDICATED ON THE PLANS.
- PRIVATE UTILITY INSTALLATION.
- SEED AND MULCH AREAS DISTURBED BY PRIVATE UTILITY INSTALLATION & INSTALL CURBLINE SILT FENCE.
- HOME CONSTRUCTION.
- RESTORE SITE WITH PERMANENT RESTORATION AS HOMES ARE BUILT.
- REMOVE SEDIMENT CONTROL DEVICES & SUBMIT NOTICE OF TERMINATION (NOT) TO MPCA ONCE ALL DISTURBED AREAS HAVE 70% VEGETATIVE DENSITY.

EROSION & SEDIMENT CONTROL BMP ESTIMATED QUANTITIES:

QUANTITIES LISTED ARE APPROXIMATE. REFER TO CONTRACT DOCUMENTS FOR EXACT QUANTITIES.

BMP	QUANTITY
SILT FENCE	7230 LF
ROCK CONST. ENTRANCE	1
MNDOT SEED MIX 25-131, TYPE 1 MULCH, 5-25-20 TYPE 3 FERTILIZER	8.5 AC
MNDOT 3885 CAT. 3 EROSION BLANKET	5,970 SF
INLET PROTECTION	14 EACH
CL. III RIP RAP	13 CY
BIOROLL CHECKS	5 EACH

DEWATERING:

ANY DEWATERING SHALL BE DISCHARGED TO A TEMPORARY SEDIMENTATION BASIN. IF THE WATER CANNOT BE DISCHARGED TO A BASIN PRIOR TO ENTERING THE SURFACE WATER, AN APPROVED ALTERNATE BMP SHALL BE USED SUCH THAT THE DISCHARGE DOES NOT ADVERSELY AFFECT THE RECEIVING WATER.

CONSTRUCTION NOTES

INSPECTIONS AND MAINTENANCE:

THE CONTRACTOR MUST ROUTINELY INSPECT THE CONSTRUCTION SITE ONCE EVERY SEVEN (7) DAYS DURING ACTIVE CONSTRUCTION AND WITHIN 24 HOURS OF A RAINFALL EVENT GREATER THAN 0.5 INCHES IN A 24-HR PERIOD. INSPECTION LOGS SHALL INCLUDE ANY CORRECTIVE MEASURES TAKEN.

ALL INSPECTIONS MUST BE RECORDED AND RECORDS RETAINED WITH THE SWPPP ON SITE. THE SWPPP, ALONG WITH INSPECTIONS AND MAINTENANCE RECORDS, SHALL BE RETAINED FOR THREE YEARS AFTER SUBMITTAL OF THE NOTICE OF TERMINATION (NOT).

SILT FENCE MUST BE MAINTAINED WHEN ACCUMULATED SEDIMENT REACHES 1/3 OF THE DEVICE HEIGHT. INLET PROTECTION DEVICES SHALL BE CLEANED ON A ROUTINE BASIS SUCH THAT THE DEVICES ARE FULLY FUNCTIONAL FOR THE NEXT RAINSTORM EVENT. REMOVAL AND DISPOSAL OF THE SEDIMENT SHALL BE INCIDENTAL TO THE CONTRACT.

TEMPORARY CONSTRUCTION ENTRANCE(S) SHALL BE CLEANED AND REFRESHED AS NECESSARY TO CONFORM TO DETAIL.

OFF-SITE VEHICLE TRACKING SHALL BE REMOVED AT END OF EACH WORKING DAY.

ALL NON-FUNCTIONAL BMP'S MUST BE REPAIRED, REPLACED, OR SUPPLEMENTED WITH FUNCTIONAL BMP'S WITHIN 24 HOURS OF DISCOVERY, OR AS SOON AS FIELD CONDITIONS ALLOW ACCESS.

POLLUTION PREVENTION:

ALL SOLID WASTE GENERATED BY/COLLECTED FROM THE CONSTRUCTION SITE MUST BE DEPOSITED IN A DUMPSTER.

NO CONSTRUCTION MATERIAL SHALL BE BURIED OR BURNED ONSITE.

ALL HAZARDOUS MATERIALS (OIL, GASOLINE, FUEL, PAINT, ETC) MUST BE PROPERLY STORED/CONTAINED TO PREVENT SPILLS, LEAKS OR OTHER DISCHARGE. STORAGE AND DISPOSAL OF HAZARDOUS WASTE MUST BE IN COMPLIANCE WITH ALL APPLICABLE STATE AND FEDERAL REGULATIONS. ALL VEHICLES LEFT ONSITE SHALL BE MONITORED FOR LEAKS TO REDUCE THE CHANCE OF CONTAMINATION.

EXTERNAL WASHING OF TRUCKS OR OTHER CONSTRUCTION VEHICLES, ENGINE DEGREASING, NOR CONCRETE WASHOUTS ARE ALLOWED ON SITE. TRUCKS ARE TO USE SELF-CONTAINED WASHOUT SYSTEM.

THE CONTRACTOR SHALL MONITOR AND PROVIDE DUST CONTROL CORRECTION WHEN NEEDED AND WITHIN 4 HOURS OF NOTIFICATION BY THE CITY. THIS WORK IS CONSIDERED INCIDENTAL TO THE CONTRACT.

ALL SPILLS SHALL BE CLEANED IMMEDIATELY UPON DISCOVERY. SPILLS LARGE ENOUGH TO REACH THE STORM CONVEYANCE SYSTEM SHALL BE REPORTED TO THE MPCA STATE DUTY OFFICER AT 1-800-422-0798.

FINAL STABILIZATION:

THE CONTRACTOR MUST ENSURE FINAL STABILIZATION OF THE SITE. THE PERMITEE MUST SUBMIT A NOTICE OF TERMINATION WITHIN 30 DAYS AFTER FINAL STABILIZATION IS COMPLETE OR SITE CONTROL HAS BEEN PASSED TO ANOTHER OWNER.

SUFFICIENT TOPSOIL (6") SHALL BE PLACED ON DISTURBED AREAS FOR RE-VEGETATION.

ALL TEMPORARY EROSION CONTROL MEASURES AND BMP'S MUST BE REMOVED AS PART OF THE FINAL SITE STABILIZATION.

TRAINING REQUIREMENTS:

CONTRACTOR MUST BE TRAINED FOR BOTH CONSTRUCTION INSTALLER AND SITE MANAGEMENT PER REQUIREMENTS OF THE PERMIT, PART III.F. DOCUMENTATION SHALL BE ADDED TO THE SWPPP DOCUMENTS LOCATED ONSITE.

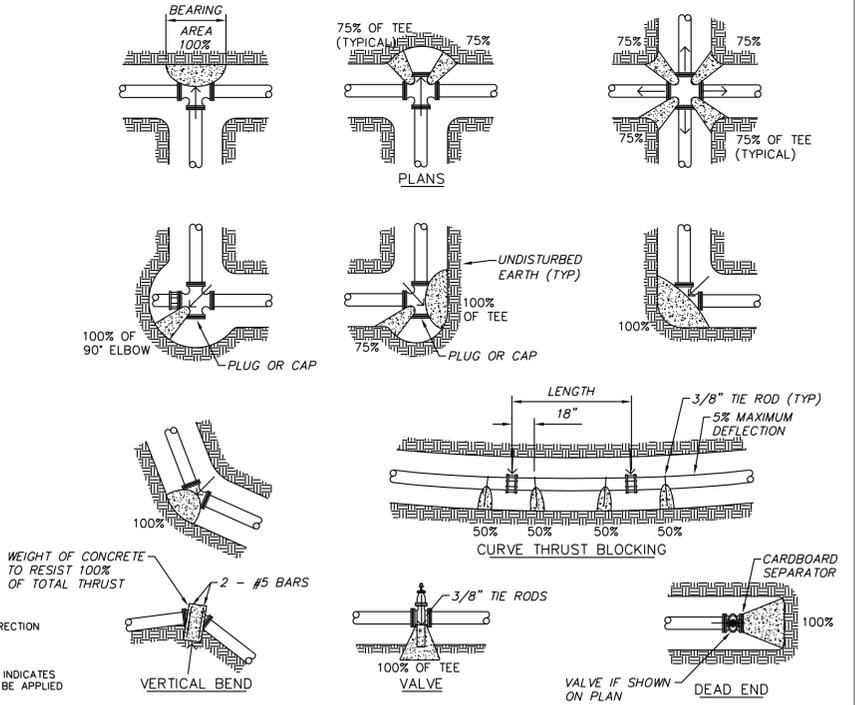
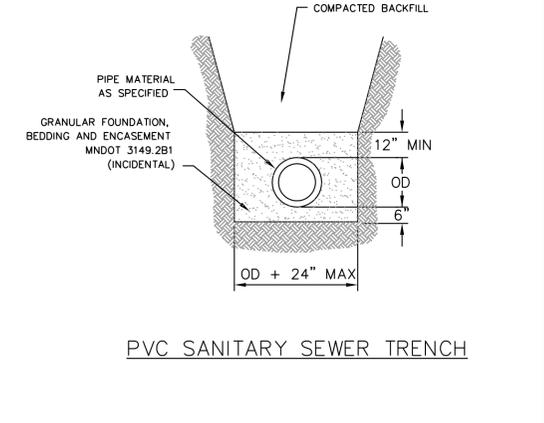
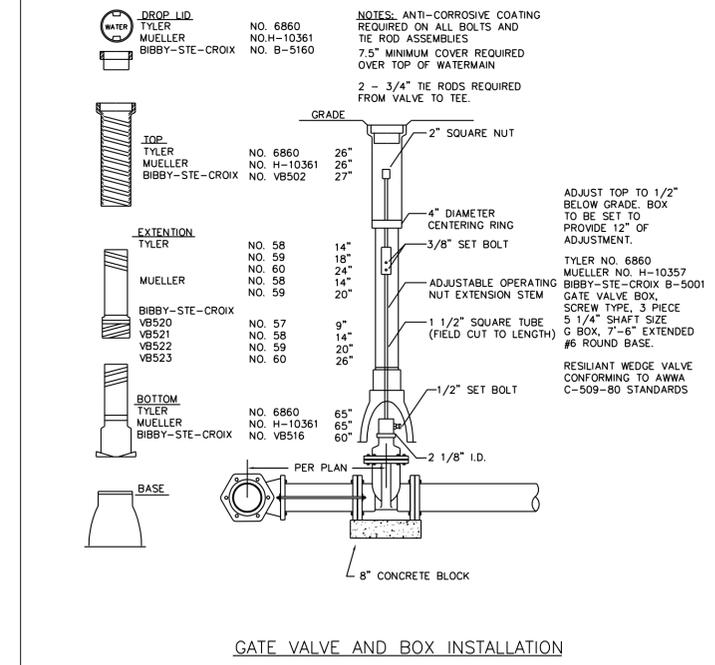
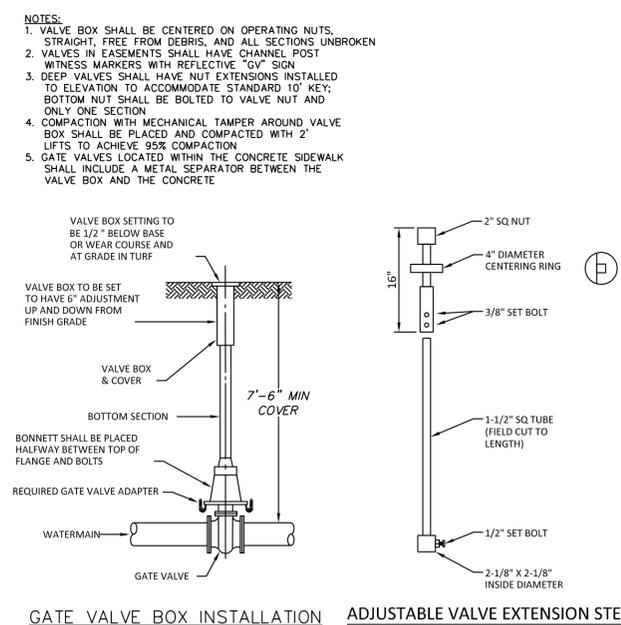
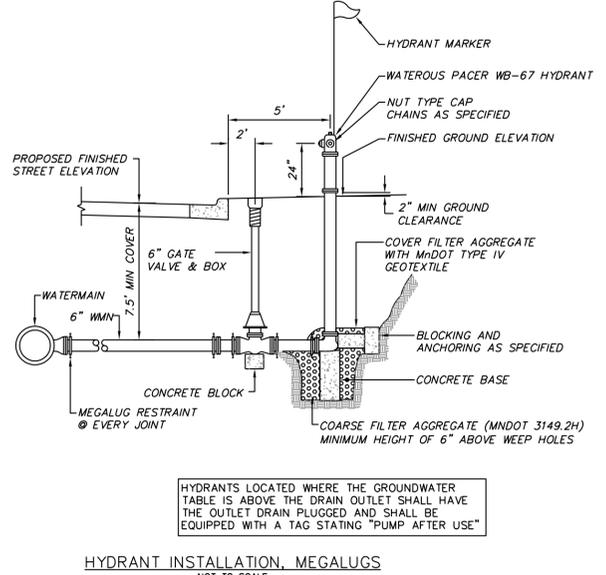
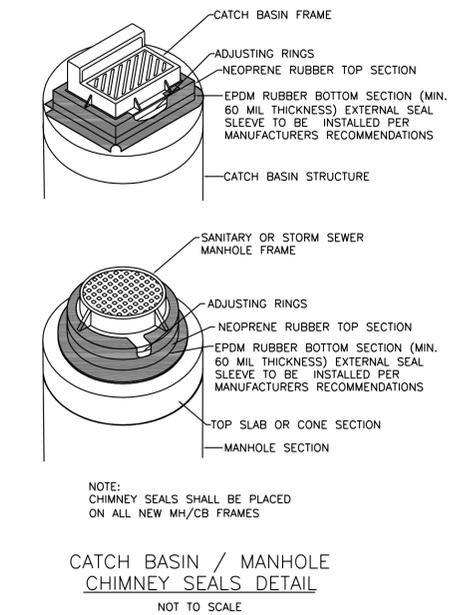
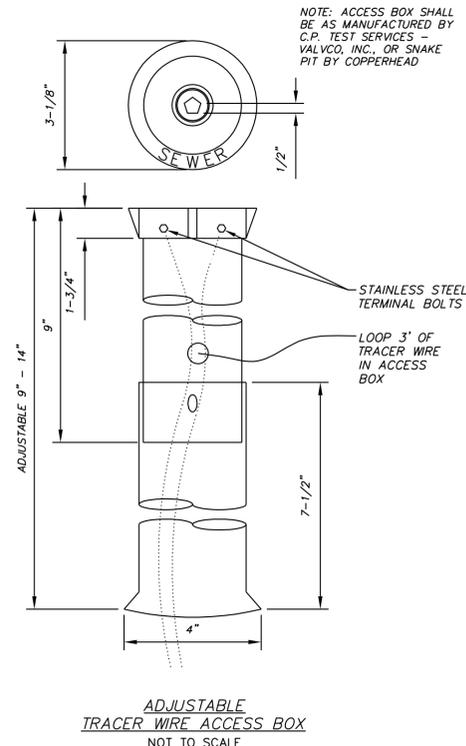
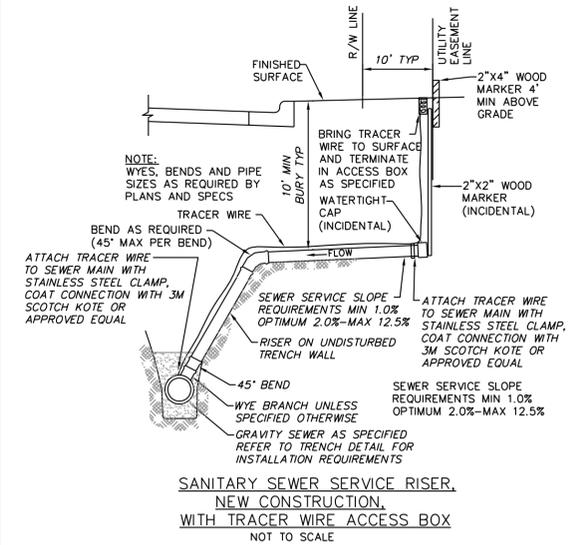
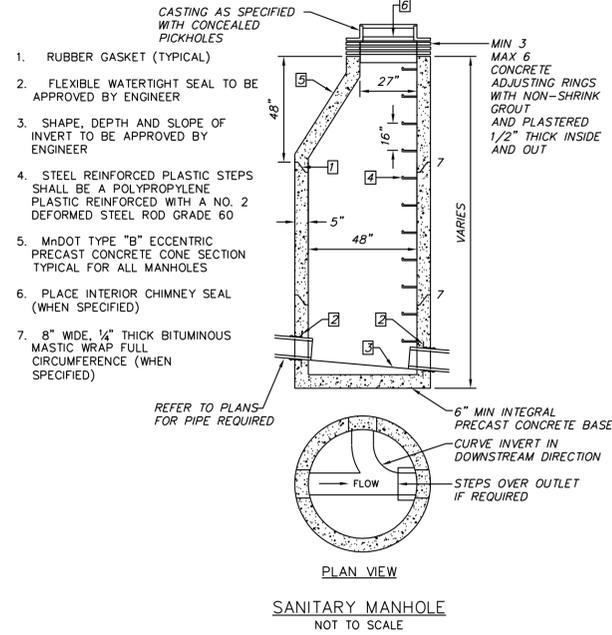
REV. NO.	DATE	BY	DESCRIPTION
1	6-14-17	T.J.B.	REVISE PER CITY REVIEW

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Cara M. Schwahn Otto
License # 40433 Date: 6-14-17

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THE PRESERVE 5TH ADDITION
LOOMIS HOMES, LLC
NORWOOD YOUNG AMERICA

STORMWATER POLLUTION PREVENTION PLAN	PROJECT NO: 17-0177
SHEET NO. 11 OF 14 SHEETS	DATE: 5-11-17



PIPE SIZE	DEAD END OR TEE	90° ELBOW	45° ELBOW	22 1/2° ELBOW
4	2.4	3.4	1.9	0.9
6	4.9	6.9	3.8	1.9
8	8.4	11.8	6.4	3.4
10	13.7	19.3	10.5	5.4
12	19.4	27.3	14.9	7.7
14	26.3	37.0	20.1	10.3
16	34.0	47.9	26.2	13.3
18	43.9	61.8	33.7	17.2
20	54.3	76.4	41.7	21.2
24	77.9	109.8	59.8	30.5

- ARROWS (→) INDICATE THRUST DIRECTION
- NOTES:
- FIGURE (100%) AT THRUST BLOCK INDICATES PER CENT OF TOTAL THRUST TO BE APPLIED FOR BEARING AREA.
 - CONCRETE FOR THRUST BLOCKS TO BE 2000 PSI.
 - RESTRAINING RODS ARE REQUIRED AT ALL TEES AND AT BENDS DEFLECTING 22-1/2° OR MORE.
 - SEE SOILS REPORT FOR BEARING STRENGTH OF SOIL. IN ABSENCE OF A SOILS REPORT, AN AVERAGE SOIL (SPADABLE MEDIUM CLAY) CAN BE ASSUMED TO HAVE A BEARING STRENGTH OF 2000 PSI.
 - THRUST BLOCKS ARE NOT REQUIRED ON PVC WITH SOLVENT WELDED JOINTS.

PIPE SIZE	SIDE THRUST-LB	PIPE SIZE	SIDE THRUST-LB
4	35	14	377
6	72	16	486
8	122	18	665
10	197	20	790
12	278	24	1150

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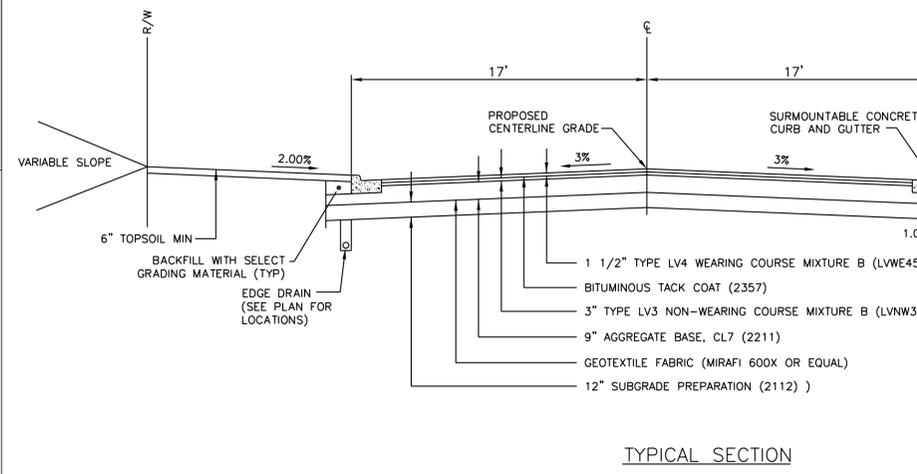
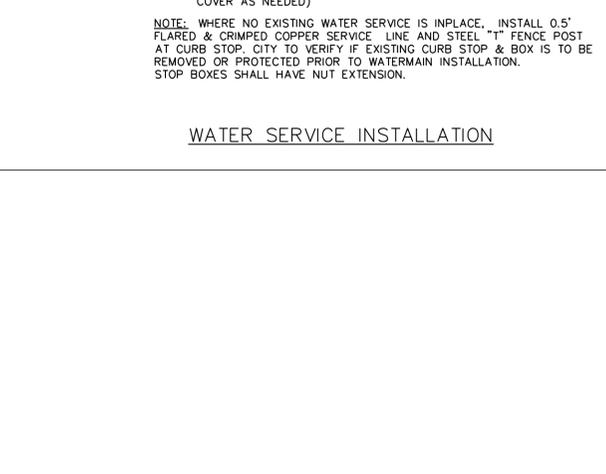
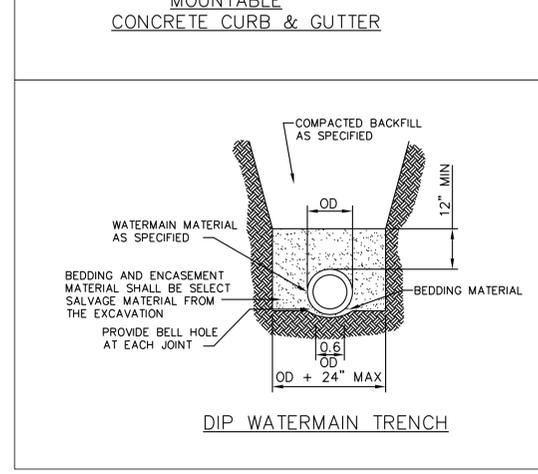
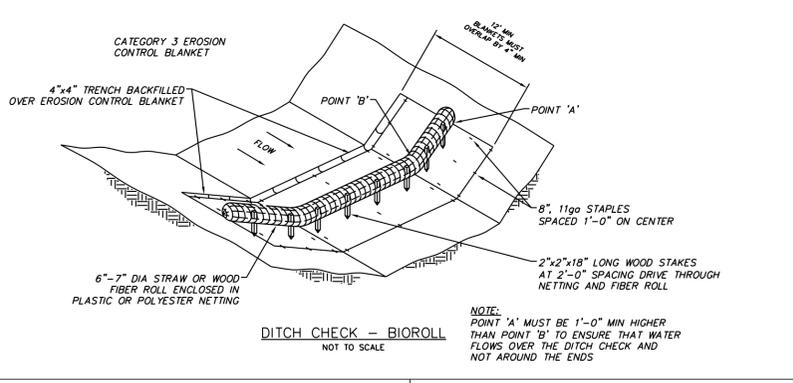
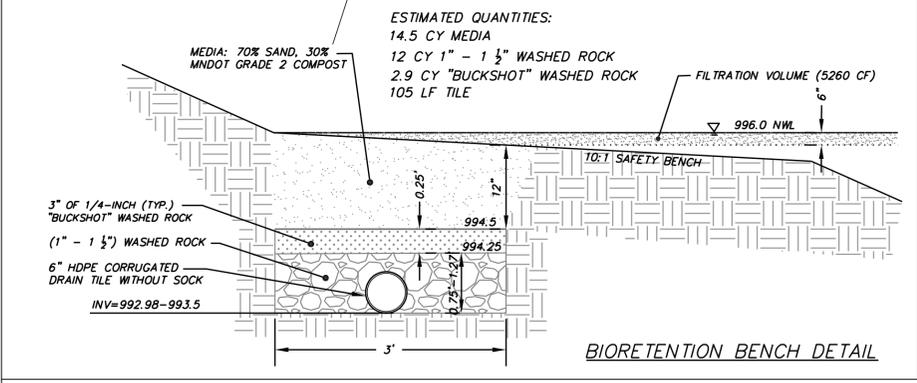
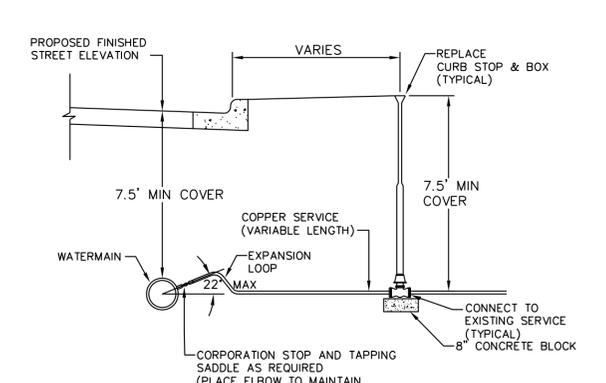
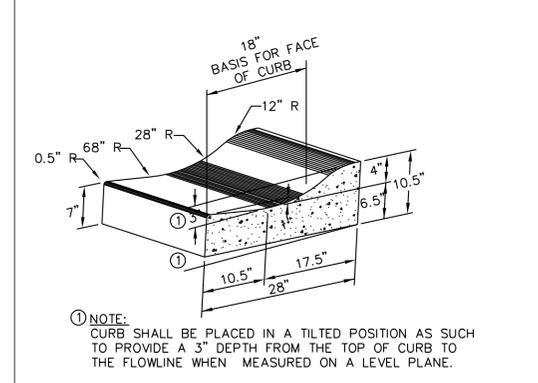
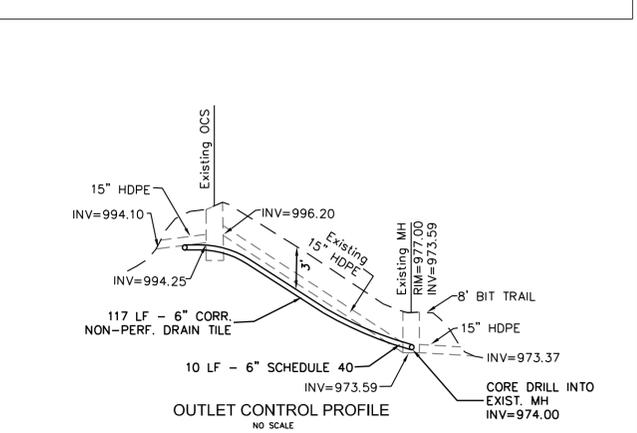
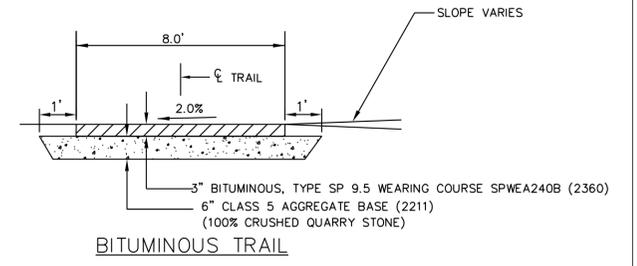
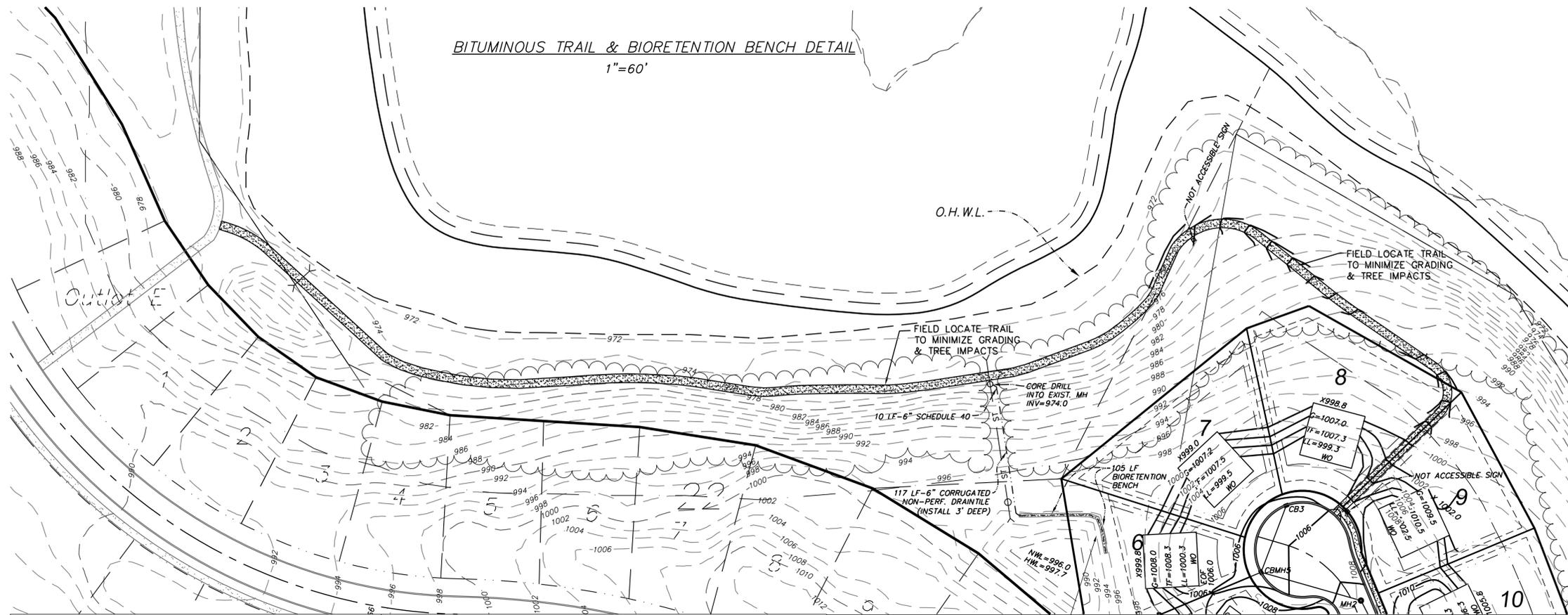
PROJECT NO:
17-0177

DATE: 5-11-17

DETAILS

SHEET NO. 12 OF 14 SHEETS

BITUMINOUS TRAIL & BIORETENTION BENCH DETAIL
1"=60'



NOTES:
1. ANY VARIATIONS FROM THE TYPICAL SECTION DIMENSIONS ARE SHOWN ON THE PLAN DRAWINGS
2. PAVEMENT SLOPES AT INTERSECTION LOCATIONS MAY VARY FROM THOSE SHOWN ON THE TYPICAL SECTION SEE INTERSECTION DETAILS
3. GRADE ALL TOPSOIL MATERIAL TO 1\"/>

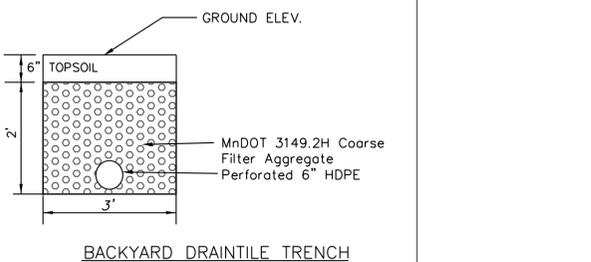
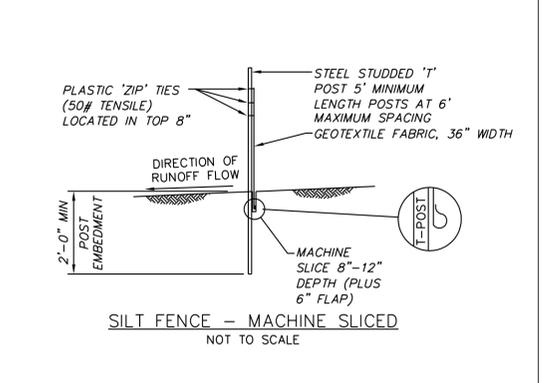
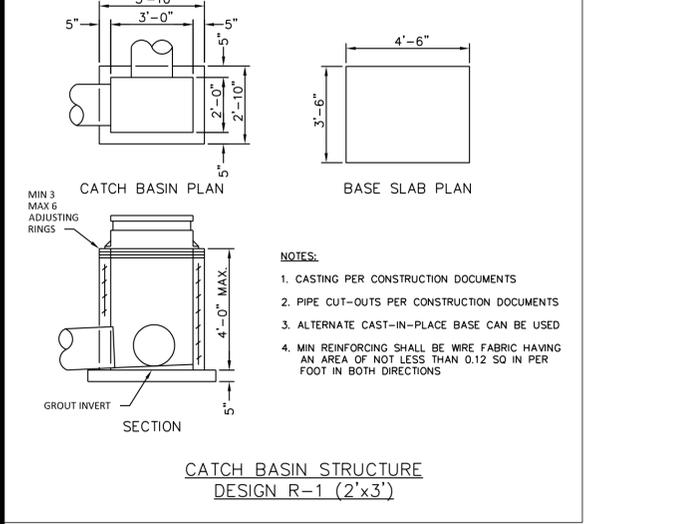
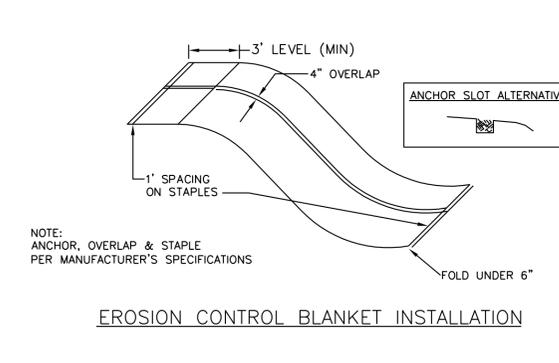
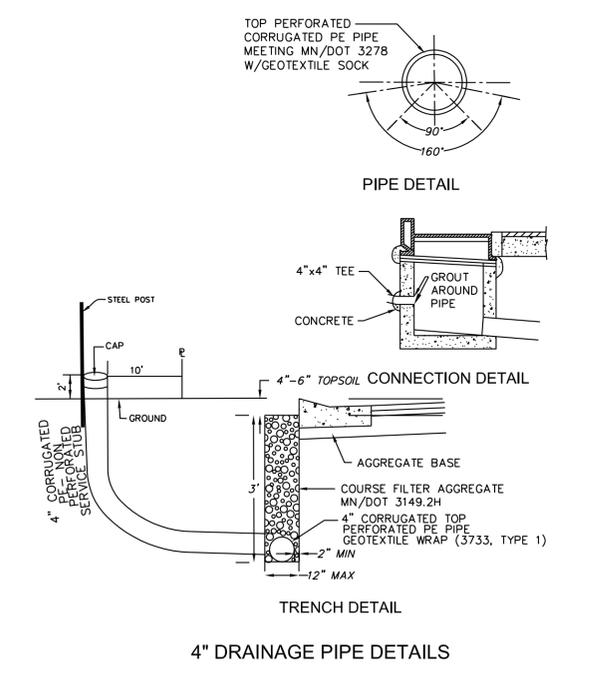
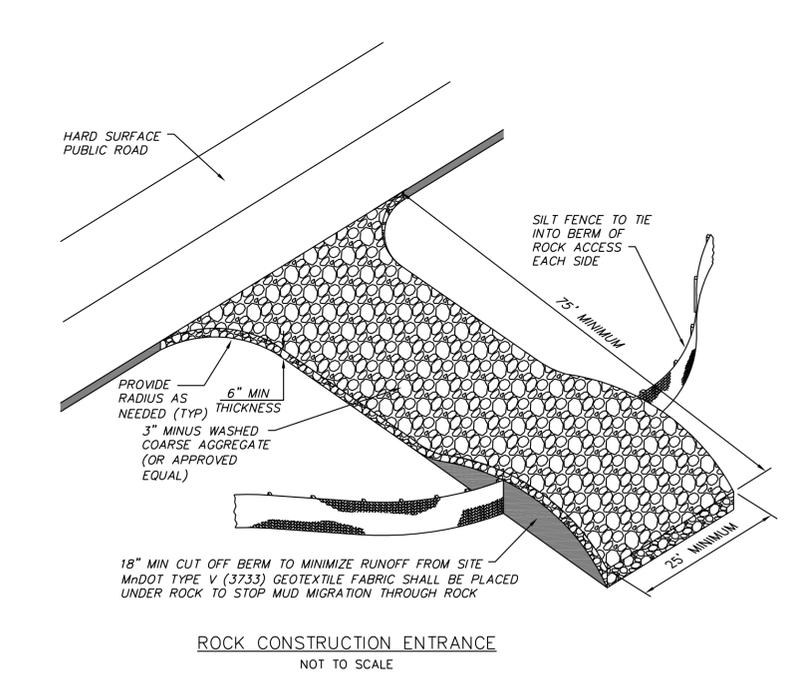
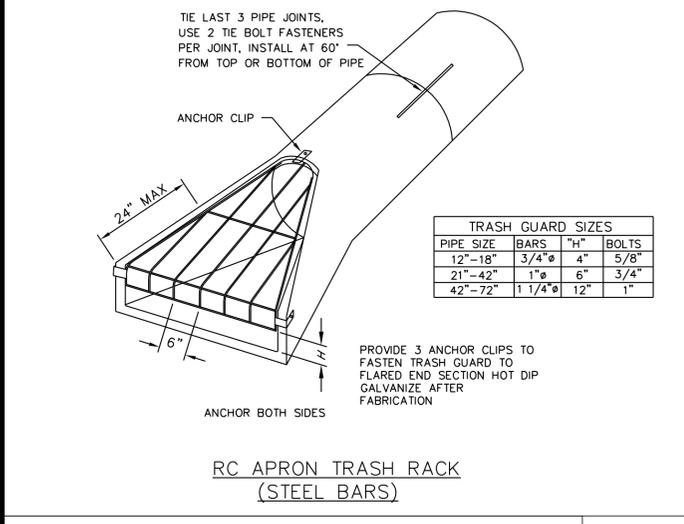
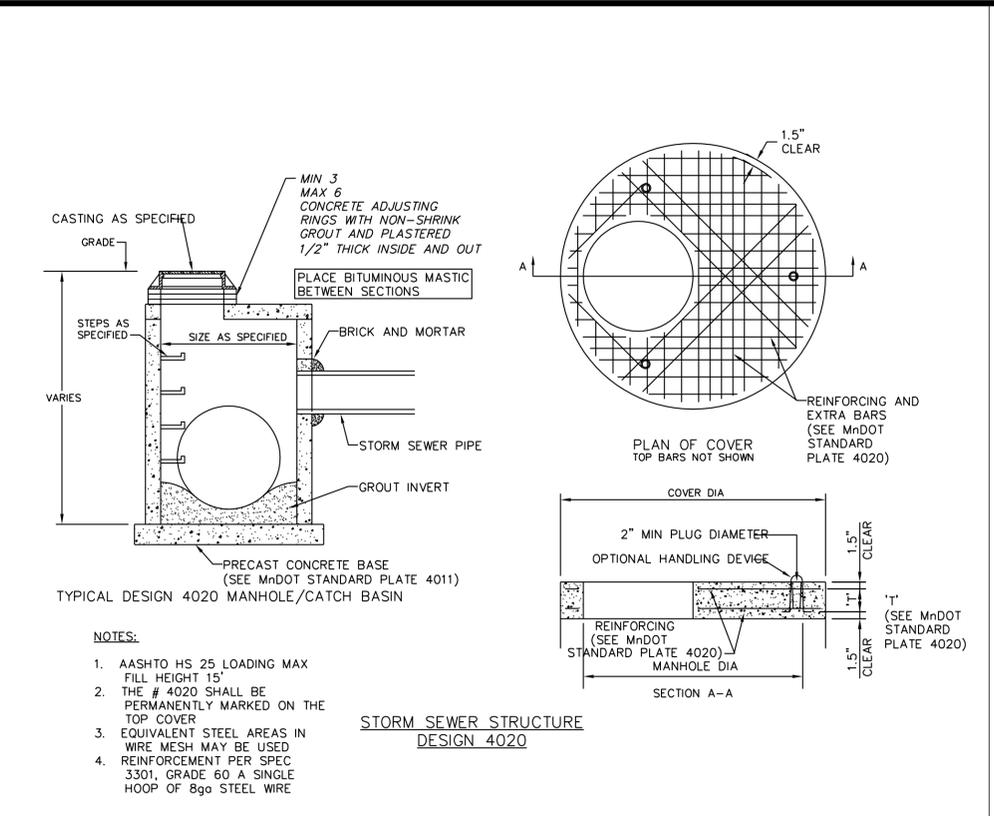
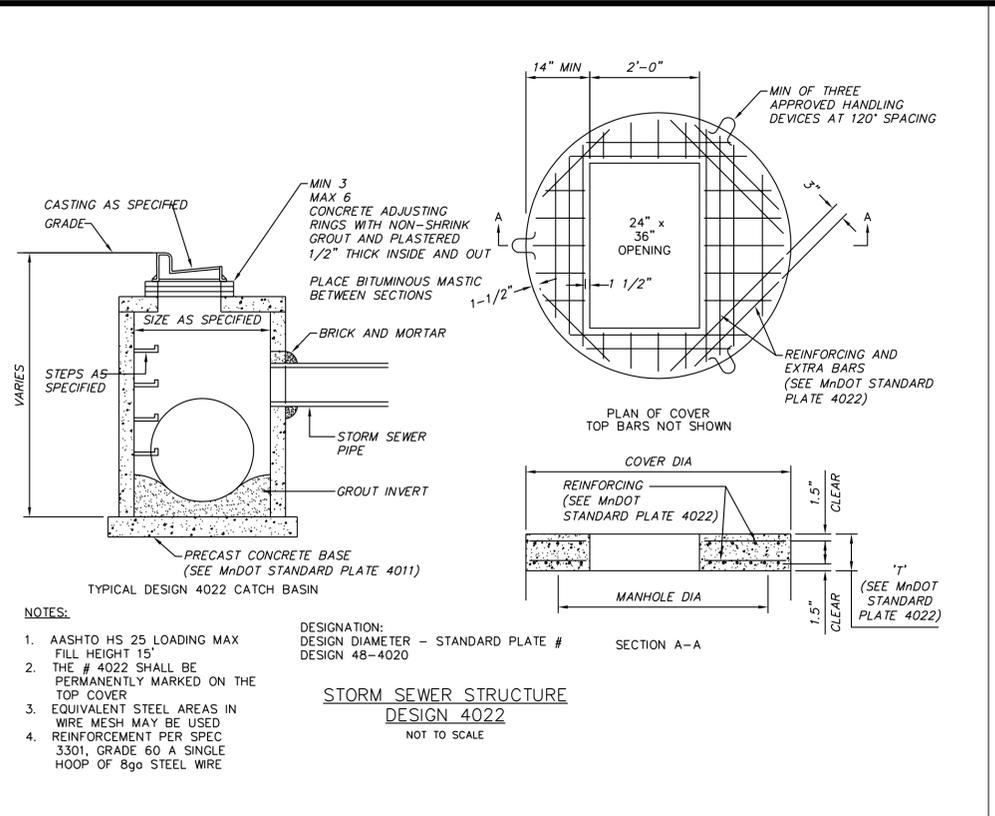
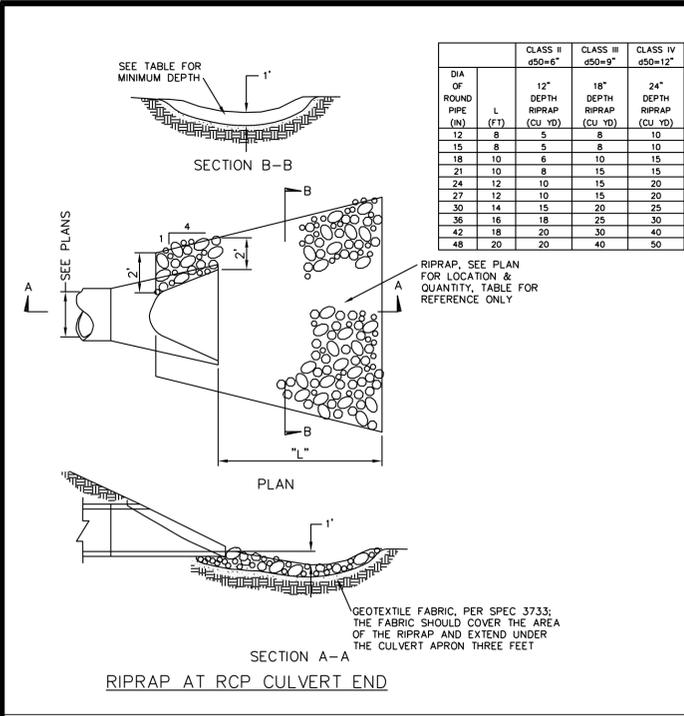
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License # 40433 Date: 6-14-17

OTTO ASSOCIATES
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THE PRESERVE 5TH ADDITION
LOOMIS HOMES, LLC
NORWOOD YOUNG AMERICA

PROJECT NO:
17-0177
DATE: 5-11-17
DETAILS
SHEET NO. 13 OF 14 SHEETS



REV. NO.	DATE	BY	DESCRIPTION
1	6-14-17	T.J.B.	REVISE PER CITY REVIEW

DESIGNED DRAWN
C.S.O. T.J.B.

CHECKED
C.S.O.

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 under the laws of the State of Minnesota.

Caro A. Otto
Caro M. Schwahn Otto
License # 40433 Date: 6-14-17

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SHEET NO. 14 OF 14 SHEETS



TO: Honorable Mayor Lagergren and City Council Members
FROM: Steven Helget, City Administrator
DATE: July 24, 2017
SUBJECT: 2040 Comprehensive Plan Update – Steering Committee Appointments
=====

Proposed is to appoint the following individuals to the Steering Committee for the Comprehensive Plan update. Included is who they're representing.

LaVonne Kroells	Senior Advisory Committee
Bill Grundahl	Planning Commission
Tina Diedrick	Economic Development Commission
Sharilyn Feltmann	Parks & Recreation Commission
Karen Hallquist	Chamber of Commerce
Elroy Latzig	School District
Connor Smith	Student

Proposed is the appoint a City Council representative to also serve on the Committee. Tony Voigt and I will attend the meetings as staff.

Suggested Motion:

Motion to appoint the following citizens to the Comprehensive Plan Steering Committee LaVonne Kroells, Bill Grundahl, Tina Diedrick, Sharilyn Feltmann, Karen Hallquist, Elroy Latzig, Connor Smith and to also appoint _____ to represent the City Council.



TO: Mayor Lagergren and City Council Members
FROM: Kelly Hayes, City Clerk / Treasurer
DATE: July 24, 2017
RE: Bus Driver Recommendation

The City accepted applications for the Bus Driver position through July 7, 2017. Seven applications were received and an interview was scheduled for all of the applicants. On Monday, July 10, 2017, the Personnel Committee interviewed six applicants (one applicant requested to have his application pulled). The Personnel Committee recommendation is below.

Recommendation:

A motion to approve hiring the following Bus Drivers:

Dominic Fratus at a Pay Grade 5, Step 7 at an hourly rate of \$14.79

Dennis Paulson at a Pay Grade 5, Step 7 at an hourly rate of \$14.79

Steven Schesso at a Pay Grade 5, Step 8 at an hourly rate of \$15.16

Norwood Young America



TO: Honorable Mayor Lagergren and City Council Members

FROM: Steven Helget, City Administrator

DATE: July 24, 2017

SUBJECT: Schedule Special City Council Meetings

=====

Proposed is schedule special City Council meetings for the purpose of holding work session meetings on the 2018 Budget. Possible dates include: August 2, 3, 7, 8, 17, 21, 22, 23, 29, 30, 31and September 6. Proposed is to schedule two meeting dates.

Suggested Motion:

Motion to schedule special City Council meetings for 6:00 p.m., _____ and _____, 2017



TO: Mayor Lagergren and City Council Members

FROM: Kelly Hayes, City Clerk / Treasurer

DATE: July 24, 2017

RE: Application to Conduct Excluded Bingo - Knights of Columbus for Stiftungsfest

The Knights of Columbus submitted an LG240B Application to Conduct Excluded Bingo. This permit authorizes the organization to conduct lawful bingo gambling during Stiftungsfest. The Minnesota Gambling Control Board requires the City Council to approve the permit application before it issues the permit.

Recommendation: **A motion to approve the Application to Conduct Excluded Bingo for Knights of Columbus.**

Norwood Young America