

CITY OF SARTELL  
PLANNING COMMISSION  
SARTELL CITY HALL  
TUESDAY, SEPTEMBER 3RD, 2019  
6:30 PM

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- 1) AGENDA REVIEW AND ADOPTION
- 2) APPROVAL OF MINUTES OF PREVIOUS MEETING
  - A. REGULAR MEETING JULY 1<sup>ST</sup>, 2019
  - B. REGULAR MEETING AUGUST 5TH, 2019 – DID NOT HAVE QUORUM PRESENT  
THEREFORE NO MINUTES ARE INCLUDED
- 3) NEW BUSINESS
  - A. EAGLE RIDGE ESTATES THREE FINAL PLAT
  - B. REZONE – PINECONE CENTRAL PARK LOT 1, BLOCK 2
  - C. OUTREACH INITIATIVES: COMMUNITY CONVERSATIONS  
AND TAKIN IT TO THE STREETS
- 4) OLD BUSINESS
  - A. COMMUNITY CONVERSATION – FOX RUN PARK – SEPT. 24TH
- 5) OTHER BUSINESS
  - A. PROJECT UPDATES
  - B. OPEN DISCUSSION
- 6) ADJOURN

*Questions on agenda should be directed to:  
Nate Keller, City Planner (320)-258-7316*

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FOR THOSE REQUIRING SPECIAL ASSISTANCE, PLEASE CONTACT CITY HALL AT 253-2171

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**Planning Commission**  
**July 1<sup>st</sup>, 2019**

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Pursuant to due call and notice thereof, a Planning Commission meeting was held on July 1<sup>st</sup>, 2019, 6:30 p.m. at Sartell City Hall.

**MEMBERS PRESENT:** Nathan Crowe, Dave Lindbloom, Joseph Foster, Abby Leggatt

**MEMBERS ABSENT:** Kelly Mager

**OTHERS PRESENT:** Nate Keller, City Planner  
Janagan Ramanathan, Student Liaison

Crowe called the meeting to order at 6:30 p.m.

**AGENDA REVIEW AND ADOPTION**

**A MOTION WAS MADE BY LINDBLOOM TO APPROVE THE AGENDA. THE MOTION WAS SECONDED BY FOSTER. UPON VOTE BEING TAKEN THE FOLLOWING VOTED:**

**AYE: CROWE, LEGGATT, LINDBLOOM, FOSTER**

**NAY: NONE**

**MOTION CARRIED**

**3) NEW BUSINESS**

NONE

**A. COMMUNITY CONVERSATION FOLLOW-UP**

Keller provided an overview of the last Community Conversation which took place on May 28<sup>th</sup>. Discussion was made on the next Community Conversation date and time. Keller will follow-up with a finalized date and time.

**B. WATAB PARK SPLASH PAD OPTIONS**

Keller provided an overview of the survey and anticipated outreach strategy. Survey will be conducted in July and run 3-4 weeks. Survey will be made available both online and in-person with specific outreach occurring at Watab pool during open swim times.

**C. SIGN AND PARKING TASK FORCE**

Keller provided an overview of the Sign and Parking task force. Task force items will be on the Planning Commission agenda when the agenda is lighter. During the process stakeholders will be invited to offer input. Keller will list some of the common concerns/complaints heard for Sign and Parking ordinances ahead of the next meeting. The process and any recommendations resulting from the discussions are anticipated to occur over the next several months.

## **OTHER BUSINESS**

### **A. PROJECT UPDATES**

Keller updated the Commission on the status of the Southern Meadows plat. Discussion was made on rural residential districts and the appropriate location for these districts. Attention was brought to ensure that if the City allows rural residential it should be in a location where it allows for appropriate transition from agriculture use to an urban section. The rural residential district should not be surrounded by urban standard districts and full build out of the City should be accounted for when deciding appropriate location.

## **ADJOURN**

**A MOTION WAS MADE BY CROWE TO ADJOURN THE MEETING AT 7:18 P.M.  
THE MOTION WAS SECONDED BY FOSTER.**

Minutes by:  
Nate Keller, City Planner

# SARTELL PLANNING COMMISSION

# AGENDA COVER MEMO

Originating Department  <b>Planning Department</b>	Meeting Date:  <b>September 3<sup>rd</sup>, 2019</b>	Agenda Item No.  <b>3a</b>
Agenda Section:  <b>New Business</b>	Item:  <b>Eagle Ridge Estates Plat Three –Final Plat</b>	

## RECOMMENDATION:

Approve Eagle Ridge Estates Final Plat 3 with conditions as specified in the resolutions.

## BACKGROUND:

Applicant Information: Wollak Construction  
 Existing Zoning: R5 – Planned Unit Development (with R-1 standards)  
 Draft Future Land Use: Low Density Residential (1-4 units/acre)  
 Requested Plan: 3rd Phase of the Eagle Ridge Development. Plat will create 10 single-family lots and create an extension for 12<sup>th</sup> Ave N. The outlot will be platted at a later time.  
 Previous Plan: Preliminary platted with original Eagle Ridge Estates development. Final Plat creates an extension of 12<sup>th</sup> Ave N.  
 Location: West of Pinecone Rd N and West of the new Sartell High School location, South of 35<sup>th</sup> ST N, and North of 27<sup>th</sup> ST N.

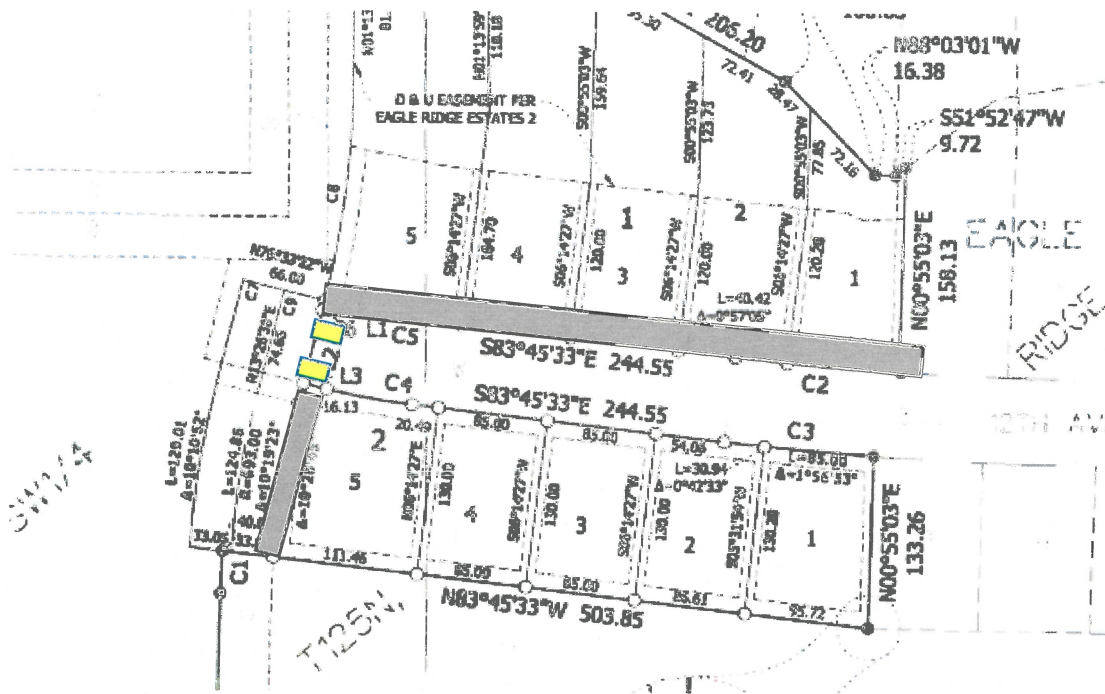
## Final Plat

Eagle Ridge Estates 3  
 10 Single Family Lots  
 1 Outlots (To be platted at a later time)  
 9,500 sf and greater  
 Setbacks proposed – Front 30', side 10', street side 30', rear 30'. Typical R-1 performance standards will be followed for this development.

Conditions of approval should include:

1. Park dedication in the amount of \$9,780 submitted at the time of plat recording
2. Sidewalk must be constructed on the North side of 12<sup>th</sup> Ave N allowing connection to the existing sidewalk along 12<sup>th</sup> Ave N. The sidewalk connection must cross over to the Southside of 12<sup>th</sup> Ave N from lot 5, block 1 to the westside of lot 5, block 2 – as depicted below. Truncated domes, ADA ramp, and painted crosswalk must also be installed at the crossing.



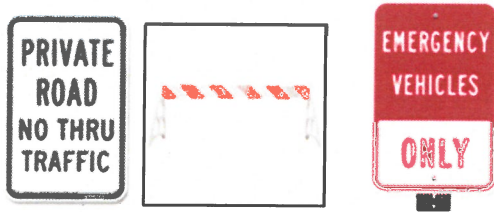


#### Exhibit A

*Sidewalk depicted in grey and crosswalk depicted in yellow.*

3. Prior to the issuance of a certificate of occupancy, each lot will be required to plant one tree in the front yard per 11-6-13 of the city's Subdivision ordinances.
4. All of the proposed lots, driveway entrances, housing types and elevations shall be constructed as proposed. If there is a desire to deviate during the building permit process, the builder/developer will be responsible for obtaining a new grading plan approval from the City (along with application/fees).
5. This development is subject to trunk storm, water and sewer fees as dictated in the Development Agreement. The outlots will be subject to future trunk fees and dedication requirements.
6. A temporary turnaround or hammerhead (approved by the Fire dept.) must be constructed at the end of 12<sup>th</sup> Ave N. The paved turnaround should meet access requirements and must also allow for seasonal snow storage.
7. A gravel road must be constructed connecting the dead end at 12<sup>th</sup> Ave N to 27<sup>th</sup> ST N. Developer must pave the gravel road to provide an all-weather asphalt surface by a date agreed to by the Fire Chief (INSERT DATE). The road must be maintained in good condition free of any potholes, bumps, or other obstructions and hazards which could create safety hazards or prevent emergency vehicles from driving on the road. Any hazards as determined by the Fire Chief shall be corrected at the expense of the developer. Width of the road shall be at least twenty (20) feet unobstructed. Road must be plowed within twenty-four hours of every snowfall event of 3" or greater. Road shall not be dedicated as public right-of-way until such time the roadway is built to full city standards and specifications. Roadway connection to 27<sup>th</sup> St N must be installed to the North of the current driveway owned by parcel 17.08947.0000. Developer cannot use the private drive to connect to 27<sup>th</sup> ST N. Developer must

*discourage any public use of the road by installing temporary barricades (Exhibit B) and signs stating the following:*



*Exhibit B*

8. Subject to all engineering/building/fire comments being resolved prior to recording.
9. Development is zoned Planned Unit Development (PUD) however the plat will follow traditional R-1 Zoning therefore no separate PUD agreement is needed.

**BUDGET/FISCAL IMPACT:**

There are not budget/fiscal impacts. All improvements as outlined with the Final Plat Development Agreement are the sole responsibility of the Applicant.

**ATTACHMENTS:**

1. Project location map
2. Final Plat
3. Development Agreement
4. Resolution approving the final plat and development agreement

**ACTION REQUESTED:**

Motion to approve:

1. Resolution approving the final plat and development agreement for Eagle Ridge Estates Plat Three with conditions.

## PROJECT LOCATION – EAGLE RIDGE 3



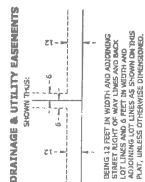


LOT AREAS SF +/-

P BLOCK 1	
LOT 1	13,360
LOT 2	19,057
LOT 3	22,191
LOT 4	23,955
LOT 5	28,419

BLOCK 2	
LOT 1	31,062
LOT 2	11,257
LOT 3	11,050
LOT 4	11,050
LOT 5	14,810

OUTLOT A	
0.023,437	



**BEARING ORIENTATION**  
BASED ON THE EAST LINE OF OUTLOT B, EAGLE  
LAUNGE ESTATES, WITH A PLAT BEARING OF SOUTH  
01 DEGREES 07 MINUTES 33 SECONDS EAST.

LINE TABLE		
LINE #	LENGTH	BEARING
L1	18.17	S76°33'22"E
L2	58.52	N13°26'38"E
L3	18.13	S76°43'22"W

CURVE #	LENGTH	RADIUS	DELTA	CH LENGTH	CH BEARING
C1	33.04	700.00	2°41'46"	34.03	S81° 42' 15" W
C2	127.23	2194.00	7°59'50"	127.23	S87° 15' 20" E
C3	115.84	2526.00	7°29'26"	115.83	S85° 05' 10" E
C4	67.01	333.00	7°12'21"	66.98	S89° 09' 28" E
C5	58.71	467.00	7°12'11"	58.67	S89° 09' 28" E
C6	7.48	760.00	0°34'46"	7.48	N13° 09' 15" E
C7	7.48	643.00	0°38'07"	7.48	N13° 07' 37" E
C8	102.08	760.00	1°40'52"	101.62	N29° 46' 27" E
C9	7.48	760.00	0°44'23"	7.48	N29° 46' 27" E



**St. Cloud Office**  
1717 23rd Street South  
Palm Court, MN 56001  
Phone: 320-251-4633  
Fax: 320-251-4629



**EAGLE RIDGE ESTATES 3  
FINAL DEVELOPMENT AGREEMENT  
CITY OF SARTELL, MINNESOTA**

**THIS AGREEMENT** made effective the     day of                      ,2019, by and between the City of Sartell, a municipal corporation of the State of Minnesota (the “City”), and Wollak Development Inc. a Minnesota Corporations, (the “Developer”).

## RECITALS

- A. The Developer is the fee owner of the property situated in the City of Sartell and legally described on the attached **Exhibit A** (the “Subject Property”).
- B. The Developer has requested and received preliminary plat approval to facilitate development of the Subject Property with single-family units on November 28, 2005.
- C. On September 9th, 2019, the City approved of the final plat of the Subject Property known as EAGLE RIDGE ESTATES 3 (the “Plat”), which approval is contingent on the terms and conditions of this Agreement, including the Developer and the City entering into this Agreement.
- D. The Developer acknowledges that Developer is responsible for all costs incurred by it or the City in conjunction with the development of this Plat, including, but not limited to construction of improvements, legal, planning, engineering and inspection expenses incurred in connection with approval and acceptance of the Plat, the preparation of this Agreement, and all costs and expenses incurred by the City in monitoring and inspecting development of the Plat and improvements therein, unless otherwise provided herein.

**NOW, THEREFORE**, in consideration of the covenants and agreements contained herein, the City and Developer agree as follows:

## PLAT

**Recording.** The Developer will record the Plat and this Development Agreement with the County at Developer's expense prior to award of the construction contract for the Improvements or within one hundred and eighty (180) days of Final Plat approval and will forward confirmation of the recording of the documents to the City. In the event that technical or clerical revisions are needed in this document or if for any reason the County Recorder deems the Development Agreement unrecordable, the Developer will cooperate with the City in the execution or amendment of any revised Development Agreement. If, for any reason, the Plat is not recorded by the County, Developer agrees to hold the City harmless for any costs incurred. It is expressly understood that Developer will have no claim for breach of this Agreement in the event the Plat is not recordable or revisions are required in the Plat. If the Plat is not recorded prior to the assignment of assessments, the Developer shall be responsible for all costs incurred in the dividing of assessments at a later date.

**Monuments.** The Developer will install Plat monuments within one year after recording the Plat. No building permit will be issued for a lot in the Plat until the lot monuments have been installed and certified by a registered land surveyor. Monuments will need to be relocated and/or replaced if they become buried or removed during the excavation/development of the property.

**Permits.** Upon execution of this Agreement, the Developer and other necessary parties shall promptly apply for all permits, approvals, licenses or other documents from any and all necessary governmental agencies (including but not limited to the City, Benton/Stearns County, the Pollution Control Agency, the Department of Health and the Department of Natural Resources) so as to enable the Improvements shown in the Plans as herein contemplated. The Developer shall use its best efforts to obtain the same as soon as reasonably possible.

## IMPROVEMENTS

**Improvements.** The Developer proposes to install to City standards the following improvements within portions of the Plat: sanitary sewer and water mains, hydrants and lift stations as required, storm drainage, streets with concrete curb and gutter, street lights, mail boxes per the USPS guidelines, pedestrian walkways/trails, traffic control signs, landscaping requirements and appurtenances thereto (the "Improvements") and has requested the City prepare final plans and specifications for such Improvements (the "Plans"). The Developer will cause to be constructed at its cost the Improvements according to City standards and in accordance with the Plans to be designed by the City Engineer. The parties agree that the Developer will not start construction of any structure in the Plat until the City has approved and accepted the construction of the Improvements, except street wear course, unless the City agrees otherwise in writing. The Developer will provide City with As Built drawings promptly upon completion of construction of the Improvements.

**City To Approve Contractor.** The City will have the right to approve the contractor and subcontractors who will complete the construction and installation of the Improvements called for in this Agreement. Notwithstanding the City's approval of a contractor or subcontractor, Developer will accept responsibility as the General Contractor for the construction

and installation of the Improvements. The City's approval of the Contractor and/or subcontractors shall not be unreasonably withheld.

**Security.** It is agreed that the City has the right, privilege and authority as a condition precedent to the approval of the Plans and approval of the Plat to prescribe design requirements for Improvements within the Plat. Developer will provide and maintain a Letter of Credit in a form acceptable to the City in the amount of <<\$>, which may be adjusted to 100% of bid construction costs when known and agreed to by the City Engineer to guarantee timely and satisfactory construction of the Improvements and Developer's performance of all terms of this Agreement. Upon completion, inspection, and acceptance by the City of the Improvements, the Letter of Credit will be released, except for estimated cost of the final wear course. The Letter of Credit will be provided to the City upon execution of this Development Agreement. **The Letter of Credit must include this provision:**

*In the event that the terms of the Development Agreement are not fulfilled, or in the event any special assessments remain owing against the Subject Property, this Letter of Credit shall be automatically extended at its expiration date on an annual basis unless at least sixty (60) days prior to expiration date we have notified the City of Sartell by certified mail that we elect not to extend this Letter of Credit. Upon receipt of said notice, the City of Sartell shall be entitled to draw at sight, by presentment of a draft or drafts prior to the date of expiration hereof, up to the full aggregate amount as set forth herein, less any reduction.*

The City may draw on the Letter of Credit, without notice and at the Bank's branch office in or nearest to St. Cloud, Minnesota, at any time any term of this Development Agreement remains unfulfilled by Developer or if such letter of credit is not renewed as required sixty (60) days prior to end of the term. The City will have the right to enter upon the Subject Property to inspect work or complete all or a portion of the project as necessary. In the event the City does any such work, the City may, in addition to its other remedies, assess the cost in whole or in part.

The Developer will fully and faithfully comply with all the terms of any and all contracts entered into by the Developer for the installation and construction of all Improvements and hereby warrants and guarantees the workmanship and materials for a period of two years following the City's final acceptance of the Improvements. The Developer will provide a financial guarantee in the amount of 10% of the above Letter of Credit until the successful completion of such warranty period. If any claims are made in writing within the warranty period, the warranty period financial guarantee will not be released until such claims are resolved.

#### **Completion Timeline.**

Begin Preliminary Design - (INSERT DATE); Construction Plans & Specifications Complete for Bidding - (INSERT DATE)

The above schedule assumes a construction start date on (INSERT DATE), 2019. The construction schedule is weather dependent. Utility construction can take place as long as the frost depths do not become excessive. The construction of the roadway will take place in the fall of 2019 with final paving in 2020.



This schedule is dependent on receiving authorization to proceed on the design work prior to (INSERT DATE), 2019 as well as the topographic survey information from Stantec. The scheduled construction start date of (INSERT DATE) is also contingent on receiving permits from the Minnesota Department of Health and the MPCA prior to (INSERT DATE).

**Private Utilities.** All private utilities (e.g. electric, telephone, cable and gas) must be installed within a common area at the Developer's expense. Developer is responsible for contacting utility companies for service to the Development Property. Developer is also responsible for any cost incurred in the installation of such utilities.

**Street Signs.** The City will install street identification signs according to City standards and the Developer is responsible for all costs incurred for such sign installation and will be billed according to the City's fee schedule in effect at the time of such sign installation.

**Street Lights.** It is the responsibility of the Developer to include a street lighting plan prepared by the City's street lighting utility company in the Plans submitted for City approval and, upon approval, to have the street lights installed (by the contractor or utility company approved by the City in the City's sole discretion) at the Developer's expense. The Developer is required to utilize the City approved street light standards unless the Developer receives prior City approval to vary the light standards.

**Hard Surfaced Driveways.** Hard surfaced driveways and concrete aprons are a requirement for each residential lot in the Plat and must be installed prior to the Certificate of Occupancy being issued or as soon thereafter as possible, weather permitting.

**City Approval.** The City reserves the right to delay the bituminous wear paving if conditions warrant the delay. All work will be subject to the inspection and approval of the City and/or a duly authorized engineer of the City. Any unacceptable work will be corrected at the sole cost and expense of the Developer, to the satisfaction and approval of the City.

**Right to Proceed.** Within the Plat, the Developer may not grade or otherwise disturb the earth, remove trees, construct sewer lines, water lines, streets, utilities, public or private improvements, or any buildings until all the following conditions have been satisfied: (a) this Agreement has been fully executed by both parties and filed with the County, and (b) the City has issued a letter that all conditions required to commence the Improvements have been satisfied and that the Developer may proceed.

#### **ADDITIONAL CONDITIONS OF APPROVAL**

The Developer shall also comply with the following conditions:

- A. **RESIDENTIAL:** That all residential lots in the Plat will have a maximum of one hard surfaced driveway and concrete apron. That the Developer will be required to obtain a NPDES Phase II (Construction Site) permit from the MPCA.

- B. That all comments by the City engineering, police, and/or fire departments attached hereto as **Exhibit B** must be resolved to the satisfaction of the City to be evidenced by written notice to proceed issued by the City.
- C. That the all homes shall be constructed as proposed on the approved grading plan. Any deviation from the grading plan will result in the need to submit a new grading plan for review. There will be no exceptions.
- D. That sidewalks and trails be installed at the time of roadway and utility installation.

## **ENGINEERING**

**Plans and Specifications.** All plans and specifications for the Improvements must be prepared, and all work related thereto inspected, by the City Engineer, with all costs related thereto paid by the Developer as outlined below.

**Security.** The Letter of Credit <<(\$)>> required to secure developer's obligations under this Agreement will be used to secure reimbursement of all costs incurred by the City including, but not limited to, engineering fees, inspections, legal fees, cost of acquisition of any necessary easements if any, and any other costs incurred by the City relating to the Improvements (including the preparation of this Agreement). Such Letter of Credit will be drawn upon if such charges are not paid within 30 days of invoice to Developer. City expenses exceeding this amount will be invoiced to the Developer, who will pay said costs within 30 days of invoice. If the bills are not paid on time, the City may halt all development work until the bills are paid in full.

## **DEDICATION**

Developer will dedicate to the City, after their completion, all water and sewer mains, lift stations, water hydrants, storm sewer mains, storm sewer, stormwater ponds, pedestrian trails, roadways, street lights, sidewalks, and other structures located in the right-of-ways in the Plat shown in the Plans. Developer will provide to the City any and all necessary easements and/or dedications or deeding to ensure that the City has the ability to maintain, repair, replace or modify the roadways, trails, sewer and water mains, storm sewers, holding and sedimentation ponds and other public improvements located in the Plat.

## **PONDS AND STORMWATER PIPES**

**Cleaning of Ponds.** At such time as the City determines that construction on the Subject Property has been sufficiently completed so as not to cause significant erosion which will contaminate the holding ponds servicing the Subject Property, the Developer will clean/dredge all holding ponds and storm water pipes on the Subject Property. In the event the ponds require cleaning/dredging prior to the completion of all such construction, the City may request that the Developer complete more than one cleaning of the holding ponds. Developer is responsible for all permits relating to cleaning and dredging of ponds and pipes, including permits required by the Department of Natural Resources and the Army Corps of Engineers.

**Buffer Area Adjacent to Ponds.** All ponds servicing the Subject Property, whether such ponds are located on City owned property, easements running in favor of the City, or on private property, must maintain a minimum of an 8' natural buffer from the high water mark. Notwithstanding the above, one access to each pond may be required by the City in a location determined by the City in its sole discretion.

## **EROSION AND LANDSCAPING**

**Erosion Control.** The Developer will be responsible for the implementation and maintenance of development-wide erosion control measures. The Developer is hereby required to make application for a MPCA General Storm Water Permit for Construction Activity, Form #MNR 100001. This permit and its associated requirements shall remain in effect until **all** building sites within the Subdivision have been developed. The Developer will also comply with any erosion control method ordered by the City for the prevention of damage to adjacent property and the control of surface water runoff. As the development progresses, the City may impose additional erosion control requirements if, in the opinion of the City Engineer, such requirements are necessary to retain soil and prevent siltation of streams, ponds, lakes, or other adjacent properties, or of City utility systems. The Developer will comply with the erosion control plans and with any such additional instruction it receives from the City. The Developer shall properly clear any soil, earth or debris on City owned property, or public right of way resulting from construction work by the Developer or Builder, its agents or assigns. Failure to clean the site within 7 days will result in the City hiring out or performing the clean up and billing the Developer and its assigns the cost plus 15%. The Developer will cause to be performed to the City Engineer's satisfaction all finish grading, and will establish turf in all swales and ditches and will maintain said grading, swales, and ditches until the Improvements are completed and accepted by the City. All rear yard drainage swales will be final graded and restored with erosion control fabric. All areas disturbed by excavation and backfilling operations will be reseeded immediately after the completion of the work in that area. Seed will be rye grass or other fast growing seed to provide a temporary ground cover as rapidly as possible. All seeded areas will be mulched and disc anchored as necessary for seed retention. The parties recognize that time is of the essence in controlling erosion. All swales and other drainage measures required by the Plans, grading plan, engineering reports and/or soil erosion control plan, as contained herein or as required by the City, shall not be disrupted, changed, or not maintained such that the swale or other drainage measures no longer function according to the original design. The City shall have the right at any time to enter upon the Subject Property so as to ensure surface water drainage as originally designed. The Developer agrees to reimburse the City for any costs incurred by the City as a result of such corrective action.

**Hold Harmless Agreement.** The Developer acknowledges that its failure to control erosion may cause flooding and/or damage to adjoining property owners. In such event, the Developer agrees to hold the City harmless and indemnify the City from claims of all third parties of the Developer for flooding and/or damages arising out of such failure. Further, in the event the City undertakes any corrective actions to prevent or minimize any such flooding and/or damage, the Developer agrees to hold the City harmless and indemnify the City from claims of all third parties for damages arising out of said corrective action by the City, and agrees to

reimburse the City for all out of pocket expenses incurred by the City arising out of the corrective action including, but not limited to any costs necessary to re-landscape disrupted soils located within the Plat.

**Lot Maintenance.** The Developer will maintain all lots and outlots in the Plat free of litter and debris. The Developer will mow all grass and weeds in excess of 10 inches in height on vacant lots and boulevards. Cut trees, tree stumps, or construction debris will be removed from the Plat. Burying or burning of trees or construction debris is not permitted on site.

## CITY FEES

**Area Charges.** Trunk charges are to be paid prior to the recording of the final plat (based on \_\_\_\_\_ square feet or \_\_\_\_\_ acres).

**Water Trunk –**

**Sanitary Sewer Trunk –**

**Storm Trunk –**

Outlot A will be subject to future trunk fees.

**Park Fees.** The developer shall deposit \$9,780 in park fees in lieu of dedication prior to the recording of the final plat.

**SAC/WAC.** The Developer acknowledges that sewer and water access charges will be payable at then current rates at the time building permits are pulled for construction on the Property. Developer agrees to make buyers and/or future tenants of the Property aware that such charges will be payable at any time permits are required, including initial building shell construction and at future tenant improvement build-out.

## MISCELLANEOUS

**Representations.** The Developer represents that the Plat complies with all city, county, state, and federal laws and regulations, including but not limited to: subdivision ordinances, zoning ordinances, and environmental regulations and permits thereto related. If the City determines that the Plat does not comply, the City may refuse to allow construction or development work in the Plat until compliance is achieved.

**Assignment.** This Development Agreement cannot be assigned or transferred without the written consent of the City. A breach of the terms of this Agreement by the Developer, including the unauthorized assignment or transfer of the Agreement, will be grounds for denial of the issuance of any building permit.

**Waivers.** The rights of the City under this Agreement are in addition to any other rights under statute, ordinance or any other agreement. The action or inaction of the City will not constitute a waiver or amendment under the provisions of this Agreement. To be binding, amendments or waivers will be in writing, signed by the parties and approved by the City Council. The City's failure to promptly take legal action to enforce this Agreement will not be a

waiver or release. There is no intent to benefit any third parties and third parties will have no recourse against the City under this Agreement.

**Reimbursement.** The Developer will reimburse the City for all costs incurred by the City in the defense or enforcement of this Agreement, or any portion thereof, including court cost and reasonable engineering and attorneys' fees.

**License to Enter Land.** The Developer hereby grants the City, its agents, employees, officers and contractors a license to enter the Subject Property to perform all work and/or inspections deemed appropriate by the City during the development of the Subject Property.

**Violation of This Agreement.** If the Developer fails to perform any of the terms of this Agreement in the manner required by the City, the City shall be entitled to recover, from the Developer or the issuer of Developer's financial guarantee, the full amount of any and all financial guarantees. Breach of any of the terms of this Development Agreement by the Developer shall also be grounds for denial of Building or Occupancy Permits for buildings in the Plat.

**Agreement Binding.** The terms and provision hereof shall be binding upon, and inure to the benefit of the heirs, representatives, successors and assigns of the parties hereto and shall be binding upon all future owners of all or any part of the Subject Property and shall be deemed covenants running with the land.

**Indemnification.** The Developer will have no claim against the City and its officers and employees for damages sustained or costs incurred resulting from plat approval and development. The City and its officers, agents and employees will not be personally liable or responsible in any manner to the Developer, contractor or subcontractors, suppliers, laborers, or to any other person or persons whomsoever, for any claims, demands, damages, actions, or causes of action of any kind or character whatsoever arising out of or by reason of the execution of this Agreement, or the design, performance, and completion of the work and the improvements to be provided by Developer pursuant to this Agreement. The Developer will hold the City harmless from claims by third parties, including but not limited to other property owners, contractors, subcontractors and suppliers, for damages sustained or costs incurred resulting from plat approval and the development of the Property. The Developer agrees to indemnify, defend and hold harmless the City, its agents and employees from any claim, demand, suit, action or other proceeding whatsoever by any person for any loss or damage to property or any injury to or death of any person resulting from any actions by the Developer, or its agents or contractors.

**Insurance.** Until all of Developer's obligations under this Agreement are fulfilled, the Developer will provide and maintain public liability and property damage insurance covering personal injury, including death, and claims for property damage which may arise. Limits for bodily injury or death will not be less than \$500,000 for one person and \$1,500,000 for each occurrence. Limits for property damage will not be less than \$500,000 for each occurrence. The City will be named as an additional named insured on said policy and the policy shall provide that it may not be cancelled without 30 day prior written notice to the City. The Developer will

file a copy of the insurance coverage with the City upon execution of this Agreement. The insurance policy obtained by the Developer is subject to City approval. In the event that the City is held liable to a third party by a court of competent jurisdiction for damages and the insurance obtained by Developer for any reason fails to cover the City, the Developer will be liable under this Agreement for any and all costs incurred or damages claimed against the City.

**Certificate of Occupancy.** The City will not issue certificates of occupancy for any building within the Development until the building has been connected to sanitary sewer and water, complied with the grading and site plans, a tree has been planted in the front yard of each home, and the streets in the Development have been constructed to the point of having a bituminous base course.

**Incorporation by Reference.** All plans, special provisions, proposals, specifications and contracts for the Improvements to be made pursuant to this Agreement shall be and hereby are made a part of this Agreement by reference as fully as if set forth herein in full.

**Invalidity of Any Section.** If any portion, section, subsection, sentence, clause, paragraph or phase of this Agreement is for any reason held to be invalid by a court of competent jurisdiction, such decision shall not effect or void any of the other provisions of this Agreement.

## **DEFAULT ON AGREEMENT**

**Events of Default.** The following shall be “Events of Default” under this Agreement and the term “events of default” shall mean, whenever it is used in this Agreement (unless the context otherwise provides) any one or more of the following events:

- A. Failure by the Developer to observe and substantially perform any covenant, condition, obligation, or agreement on its part to be observed or performed hereunder, including providing security or renewal of security as provided in this Agreement.
- B. If the Developer shall admit in writing its inability to pay its debts, generally as they become due, or shall file a petition in bankruptcy, 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 Subject Property.
- C. If the Developer does not pay the assessments due on the property.

If the Developer fails to cure the Event of Default within ten (10) days of the date of notice sent to Developer by regular first class U.S. mail, Developer agrees that the City is hereby granted the right and privilege to declare any amounts expended by the City then due and payable as liquidated damages in full, and the City may immediately bring legal action against the Developer to collect such sums expended by the City; the Developer shall be personally responsible for payment of such sums; in addition, the City shall have a lien against the Subject Property. In addition to any other remedy provided in this Agreement, and without waiver of any such right, the City may avail itself of any or all of the following remedies:

- 1. Halt all Plat development work and construction of Improvements.
- 2. Refuse to issue building permits or occupancy permits as to any parcel 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. Terminate this Agreement by written notice to the Developer.

**Addresses.** The address of the Developer for the purposes of this Development Agreement is:

Wollak Construction  
6225 Lark Road NW  
Sauk Rapids, MN 56379

The address of the City for the purposes of this Development Agreement is:

City of Sartell  
125 Pine Cone Road North  
PO Box 140  
Sartell, MN 56377

IN WITNESS WHEREOF, the parties have hereunto set their hands.

CITY OF SARTELL

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Mayor

By: \_\_\_\_\_  
City Administrator

The foregoing was acknowledged before me the \_\_\_\_\_ day of \_\_\_\_\_, 2019, by Ryan Fitzthum and Mary Degiovanni, the Mayor and City Administrator, respectively, of the City of Sartell.

\_\_\_\_\_  
Notary Public

WOLLAK DEVELOPMENT INC., DEVELOPER AND LANDOWNER

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Its \_\_\_\_\_

STATE OF MINNESOTA )  
 ) ss.  
COUNTY OF STEARNS )

STATE OF MINNESOTA )  
 ) ss.  
COUNTY OF STEARNS )

The foregoing was acknowledged before me the \_\_\_\_\_ day of \_\_\_\_\_, 2019, by \_\_\_\_\_ OF WOLLAK DEVELOPMENT INC.

\_\_\_\_\_  
Notary Public

Drafted By:  
City of Sartell  
125 Pine Cone Road North  
Sartell, MN 56377



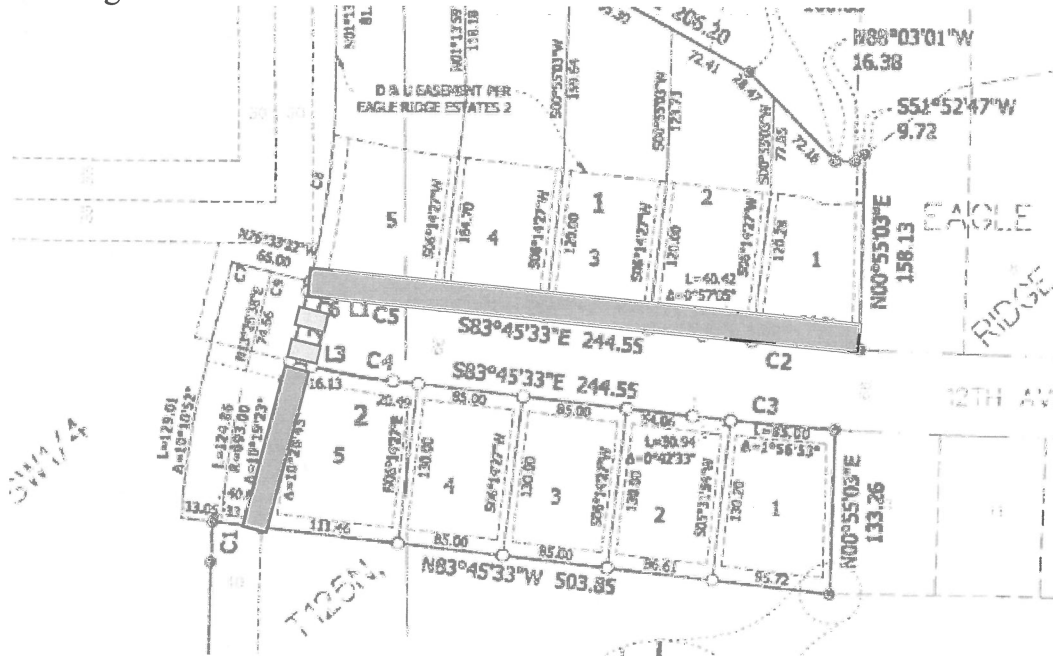
**EXHIBIT A**  
**LEGAL DESCRIPTION**

Outlot A, Eagle Ridge Estates 2, According to the recorded plat thereof, Stearns County, MN

## EXHIBIT B

### CITY DEPARTMENT COMMENTS

1. Sidewalk must be constructed on the North side of 12<sup>th</sup> Ave N allowing connection to the existing sidewalk along 12<sup>th</sup> Ave N. The sidewalk connection must cross over to the Southside of 12<sup>th</sup> Ave N from lot 5, block 1 to the westside of lot 5, block 2 – as depicted below. Truncated domes, ADA ramp, and painted crosswalk must also be installed at the crossing.



### Exhibit A

*Sidewalk depicted in grey and crosswalk depicted in yellow.*

2. Prior to the issuance of a certificate of occupancy, each lot will be required to plant one tree in the front yard per 11-6-13 of the city's Subdivision ordinances.
3. All of the proposed lots, driveway entrances, housing types and elevations shall be constructed as proposed. If there is a desire to deviate during the building permit process, the builder/developer will be responsible for obtaining a new grading plan approval from the City (along with application/fees).
4. This development is subject to trunk storm, water and sewer fees as dictated in the Development Agreement. The outlots will be subject to future trunk fees and dedication requirements.
5. A temporary turnaround or hammerhead (approved by the Fire dept.) must be constructed at the end of 12<sup>th</sup> Ave N. The paved turnaround should meet access requirements and must also allow for seasonal snow storage.
- ~~6.~~ A gravel road must be constructed connecting the dead end at 12<sup>th</sup> Ave N to 27<sup>th</sup> ST N. Developer must pave the gravel road to provide an all-weather asphalt surface by a date agreed to by the Fire Chief (INSERT DATE). The road must be maintained in good condition free of any potholes, bumps, or other obstructions and hazards which could create safety hazards or prevent emergency vehicles from driving on the road. Any hazards as determined by the Fire Chief shall be corrected at the expense of the developer. Width of the road shall be at least

twenty (20) feet unobstructed. Road must be plowed within twenty-four hours of every snowfall event of 3" or greater. Road shall not be dedicated as public right-of-way until such time the roadway is built to full city standards and specifications.

**7. Subject to all engineering/building/fire comments being resolved prior to recording.**

**8. Development is zoned Planned Unit Development (PUD) however the plat will follow standard R-1 Zoning therefore no separate PUD agreement is needed.**

RESOLUTION NO.

**RESOLUTION APPROVING FINAL PLAT AND DEVELOPMENT AGREEMENT  
EAGLE RIDGE ESTATES 3**

**WHEREAS**, a public hearing was previously held on the preliminary plat of Eagle Ridge Estates on November 28, 2005 at which time all persons wishing to be heard regarding the matter were given an opportunity to be heard; and

**WHEREAS**, the council adopted a resolution approving the final plat and development agreement with the following conditions:

1. Park dedication in the amount of \$9,780 submitted at the time of plat recording
2. Sidewalk must be constructed on the North side of 12<sup>th</sup> Ave N allowing connection to the existing sidewalk along 12<sup>th</sup> Ave N. The sidewalk connection must cross over to the Southside of 12<sup>th</sup> Ave N from lot 5, block 1 to the westside of lot 5, block 2. Truncated domes, ADA ramp, and painted crosswalk must also be installed at the crossing.
3. Prior to the issuance of a certificate of occupancy, each lot will be required to plant one tree in the front yard based on the City Standards.
4. All of the proposed lots, driveway entrances, housing types and elevations shall be constructed as proposed. If there is a desire to deviate during the building permit process, the builder/developer will be responsible for obtaining a new grading plan approval from the City (along with application/fees).
5. This development is subject to trunk storm, water and sewer fees as dictated in the Development Agreement. The outlots will be subject to future trunk fees and dedication requirements.
6. A temporary turnaround or hammerhead (approved by the Fire dept.) must be constructed at the end of 12<sup>th</sup> Ave N. The paved turnaround should meet access requirements and must also allow for seasonal snow storage.
7. A gravel road must be constructed connecting the dead end at 12<sup>th</sup> Ave N to 27<sup>th</sup> ST N. Developer must pave the gravel road to provide an all-weather asphalt surface by a date agreed to by the Fire Chief (INSERT DATE). The road must be maintained in good condition free of any potholes, bumps, or other obstructions and hazards which could create safety hazards or prevent emergency vehicles from driving on the road. Any hazards as determined by the Fire Chief shall be corrected at the expense of the developer. Width of the road shall be at least twenty (20) feet unobstructed. Road must be plowed within twenty-four hours of every snowfall event of 3" or greater. Road shall not be dedicated as public right-of-way until such time the roadway is built to full city standards and specifications.
8. Subject to all engineering/building/fire comments being resolved prior to recording.
9. Development is zoned Planned Unit Development (PUD) however the plat will follow traditional R-1 Zoning which means no separate PUD agreement is needed.

**WHEREAS**, a final plat for Eagle Ridge Estates 3 been submitted which indicates that no significant changes within that portion of the preliminary plat.

Whereupon said resolution was declared duly passed and adopted by the Sartell City Council this the 9th day of September, 2019.

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Mayor

ATTEST:

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City Administrator

SEAL

# SARTELL PLANNING COMMISSION

# AGENDA COVER MEMO

Originating Department  <b>Planning Department</b>	Meeting Date:  <b>September 3<sup>rd</sup>, 2019</b>	Agenda Item No.  <b>3b</b>
Agenda Section:  <b>New Business</b>	Item:  <b>Rezone – Pinecone Central Park Lot 1, Block 2</b>	

## RECOMMENDATION:

Staff recommends approving the rezoning of parcel 92.57044.0317 (531 Pinecone Rd N) from Planned Unit Development (PUD) to B-1.

## BACKGROUND:

The City initiated a request for proposal for the city owned lot located at 531 Pinecone Rd N. In order to create clearer understanding of the standards, expectations, and allowed uses for the parcel the city is recommending to rezone the property. The property is currently zoned as Planned Unit Development (PUD) with the Future Land Use indicating Limited Business (B-1) standards. The rezone would zone the property to B-1 (Neighborhood Business district). Prior to any buildings being built the future owner would need to go through Site plan and building permit review which are both completed administratively.

According to the Comprehensive Plan whenever a change in land use is proposed the following criteria shall be considered:

**1. The change is consistent with the goals and objectives or other elements of the Sartell Comprehensive Plan.**

*The proposed rezone and land use amendment is consistent with the goals and does not conflict with any existing goals for the area. The property in question has a future land use of Limited Business which would fall under our B-1 Zoning district standards so the rezone would be consistent with the Comprehensive Plan.*

**2. The change does not create an adverse impact on public facilities and services that cannot be mitigated. Public facilities and services include roads, sewers, water supply, drainage, schools, police, fire and parks.**

*The proposed change does not result in any adverse impact. Existing water/sewer are available. The property is located off a collector street (Pinecone Rd N) which is suited to carry the proposed uses potential traffic demand.*

**3. Development resulting from the change does not create an undue impact on surrounding properties. Such development should be consistent with the physical character of the surrounding neighborhood or would upgrade and improve its viability.**

*The change in zoning will not impact the surrounding neighborhood negatively and will be consistent and compatible with surrounding uses. Property to the North and South is also Commercial in nature. Pine Meadow is located to the East across Pinecone Rd N with Pine Ridge golf course to the West.*

**4. The change allows a more viable transition to the planned uses on adjacent properties than the current land use.**

*The current land use of Planned Unit Development does not create clear expectations for the allowed uses for the parcel. The lack of clear expectations and the absence of any PUD agreement creates challenging interpretations of what uses could be allowed. The change to B-1 standards will create clearer expectation on setbacks, height, allowed uses, and said Zoning standards. The change in zoning will be consistent with the surrounding uses to the North and South.*

**5. The change does not have a significant adverse impact on the natural environment including trees, slopes and groundwater, or the impact could be mitigated by improvements on the site or in the same vicinity.**

*There are some small wetlands on the West side of the parcel. No impacts to the wetlands or other environmental impacts will occur as a result of the development. All Wetland ordinances will be adhered to.*

**6. There is a change in City policies or neighborhood characteristics that would justify a change.**

*There are no proposed changes in City policies or neighborhood characteristics that are applicable to the proposed change. The change does not conflict with existing policies or neighborhood characteristics. The rezone is being recommended by city staff.*

**7. The change corrects an error made in the original plan.**

*The change does not correct an error but allows the site and future owner to have a clearer understanding of the standards and permitted uses for the parcel.*

**8. There is a community or regional need identified in the comprehensive plan for the proposed land use or service.**

*The parcel is located in an ideal location for commercial use. The Future Land Use plan indicates Limited Business for the parcel so the city intended for the parcel to be commercial in nature.*

**9. The change does not adversely impact any landmarks or other historically significant structures or properties unless mitigated through relocation.**

*No adverse impacts on landmarks or historically significant structures is being proposed.*

**ATTACHMENTS:**

1. Project location map
2. Current Zoning map
3. Future Land Use map
4. Ordinance and Findings of Fact resolutions

**ACTION REQUESTED:**

Motion to approve:

1. Findings of Fact
2. Ordinance approving the rezone request



Subject parcel

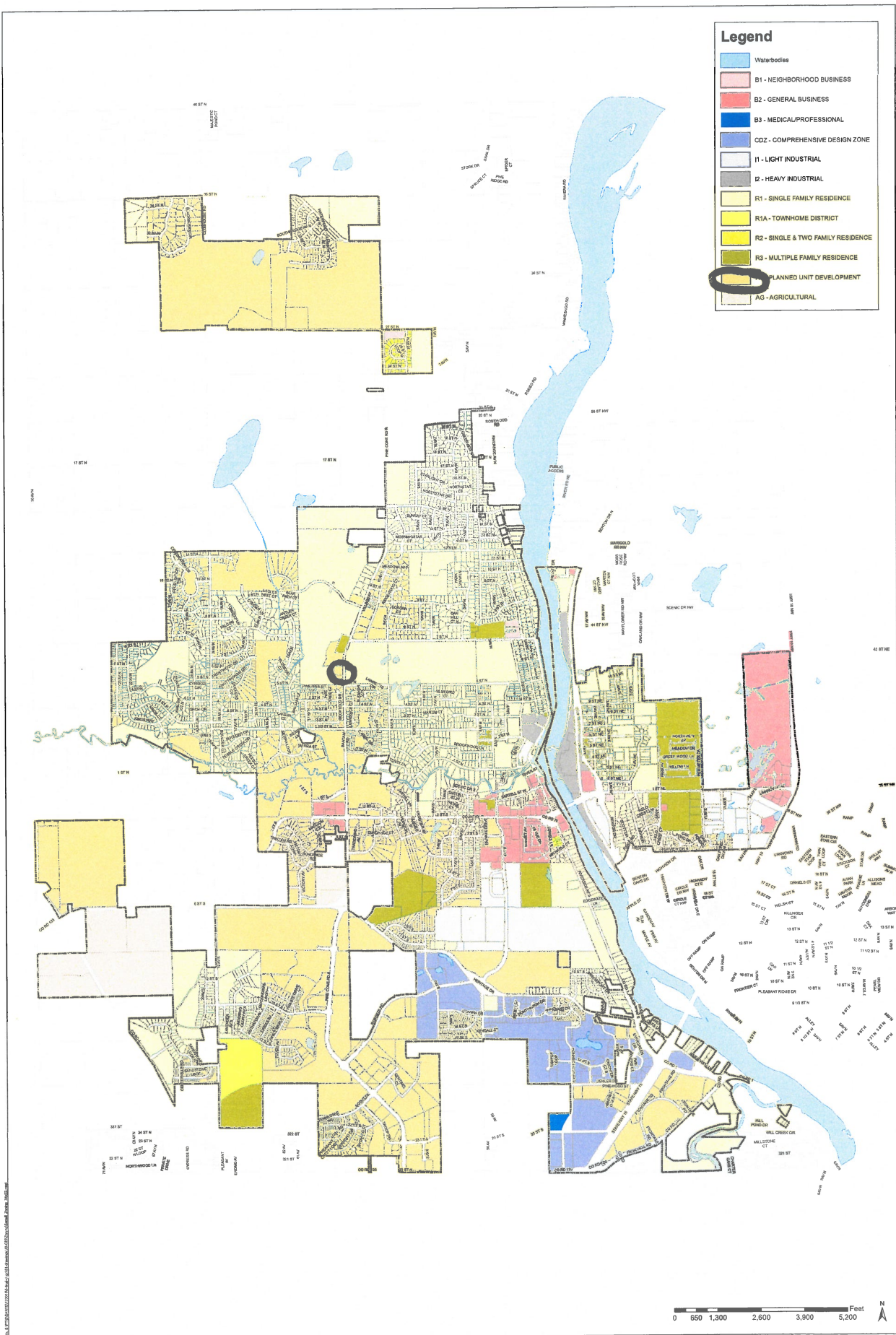


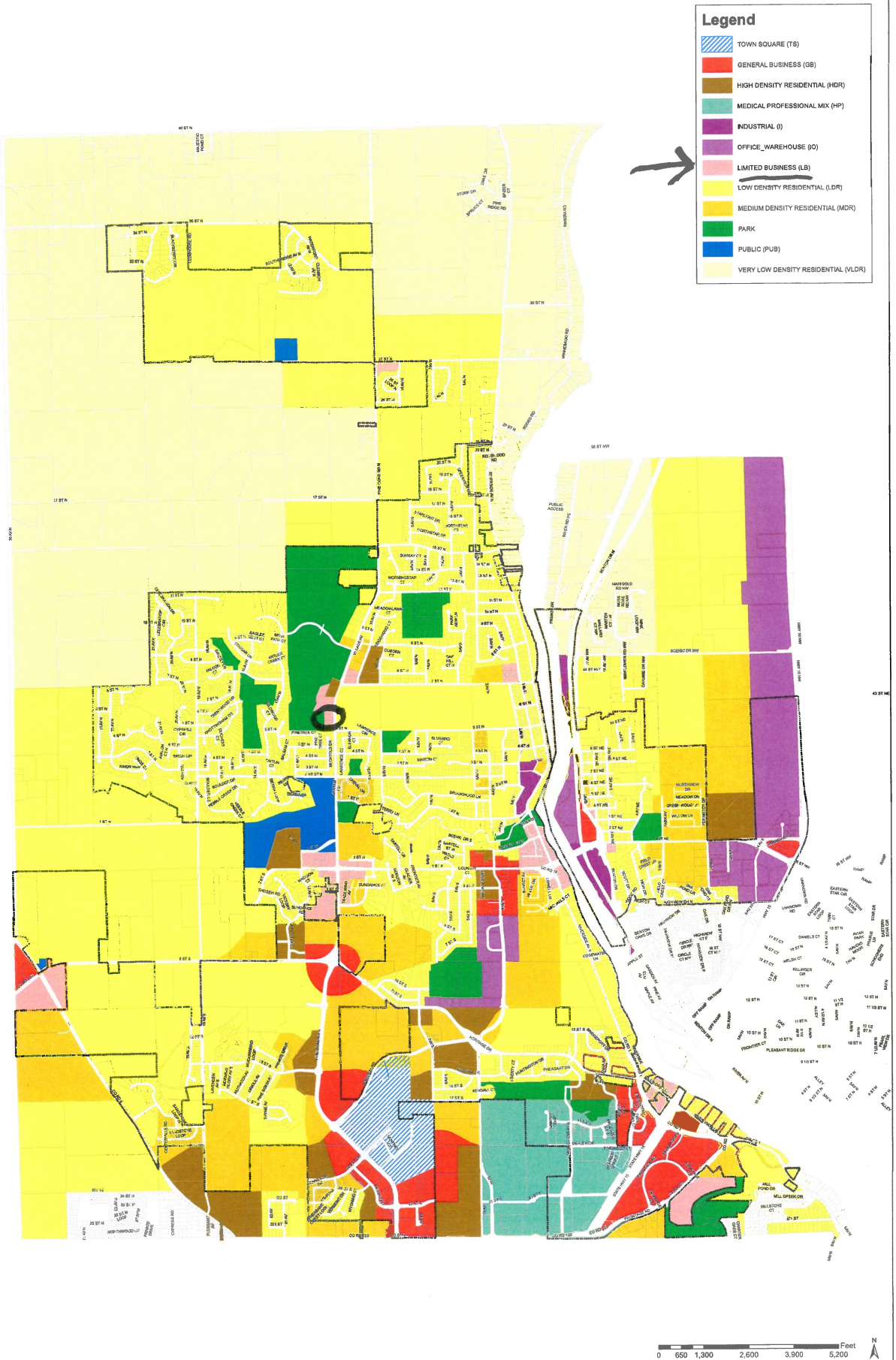
August 27, 2019

- Stearns County Parcels
- Municipal Boundary

SEH









Ordinance No. \_\_\_\_\_

**AN ORDINANCE ESTABLISHING THE REZONING OF PROPERTY TO B-1  
NEIGHBORHOOD BUSINESS**

**WHEREAS**, the proper properties were mailed notice and proper publication was provided which provided notification on the public hearing considering this matter, and

**WHEREAS**, On September 3<sup>rd</sup>, 2019 the Planning Commission approved the rezoning designation for 531 Pinecone Rd N (Parcel ID: 92.57044.0317) as B-1 Neighborhood Business.

**WHEREAS**, On September 9<sup>th</sup>, 2019, the City Council approved the rezoning designation for 531 Pinecone Rd N (Parcel ID: 92.57044.0317) as B-1 Neighborhood Business.

A printed copy of the Ordinance and complete legal description are available for inspection by any person at the office of the City Clerk, Monday through Friday, between 7:00 a.m. and 4:30 p.m.

This document hereby is made a part of this ordinance and is attached hereto.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Administrator

SEAL

PUBLISHED IN THE SAINT CLOUD TIMES ON \_\_\_\_\_

**RESOLUTION #\_\_\_**

**A RESOLUTION ADOPTING FINDINGS OF FACT #\_\_\_ RELATING TO A  
REZONING REQUEST FROM PUD TO B-1**

WHEREAS, the City of Sartell is the current owner of said parcel and initiating the request to rezone property from PUD to B-1 described as follows:

531 Pinecone Rd N  
Parcel ID: 92.57044.0317

“Subject Property”

**WHEREAS**, the Planning Commission considered the rezoning request at their September 3<sup>rd</sup>, 2019 meeting; and

**WHEREAS**, The City Council conducted the public hearing on September 9<sup>th</sup>, 2019.

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE  
CITY OF SARTELL, STEARNS COUNTY, STATE OF MINNESOTA, as follows:**

1. That the subject property is guided for Limited Business according to the City’s Comprehensive Plan.
2. That the B-1 district is an appropriate zoning district, which would be consistent with the Comprehensive Plan.

Whereupon said resolution was declared duly passed and adopted by the Sartell City Council this the 9th day of September, 2019.

CITY OF SARTELL:

By: \_\_\_\_\_  
Mayor

By: \_\_\_\_\_  
City Administrator

SEAL

# SARTELL PLANNING COMMISSION

# AGENDA COVER MEMO

Originating Department  <b>Planning Department</b>	Meeting Date:  <b>September 3<sup>rd</sup>, 2019</b>	Agenda Item No.  <b>3c and 4a</b>
Agenda Section:  <b>New Business – 3c</b>  <b>Old Business – 4a</b>	Item:  <b>OUTREACH INITIATIVES: COMMUNITY CONVERSATIONS AND TAKIN IT TO THE STREETS</b>  <b>COMMUNITY CONVERSATION – FOX RUN PARK – SEPT 24TH</b>	

## BACKGROUND:

### 3c:

Ryan Fitzthum Sartell Mayor will be joining tonight's meeting to discuss Community Outreach strategies as it pertains to the "Community Conversations" held at various neighborhood parks over the past two years and a potential new Council initiative entitled "Takin it to the Streets". Ryan would like feedback on how the two initiatives can coexist and work together along with any other discussion related to outreach strategies.

### 4a:

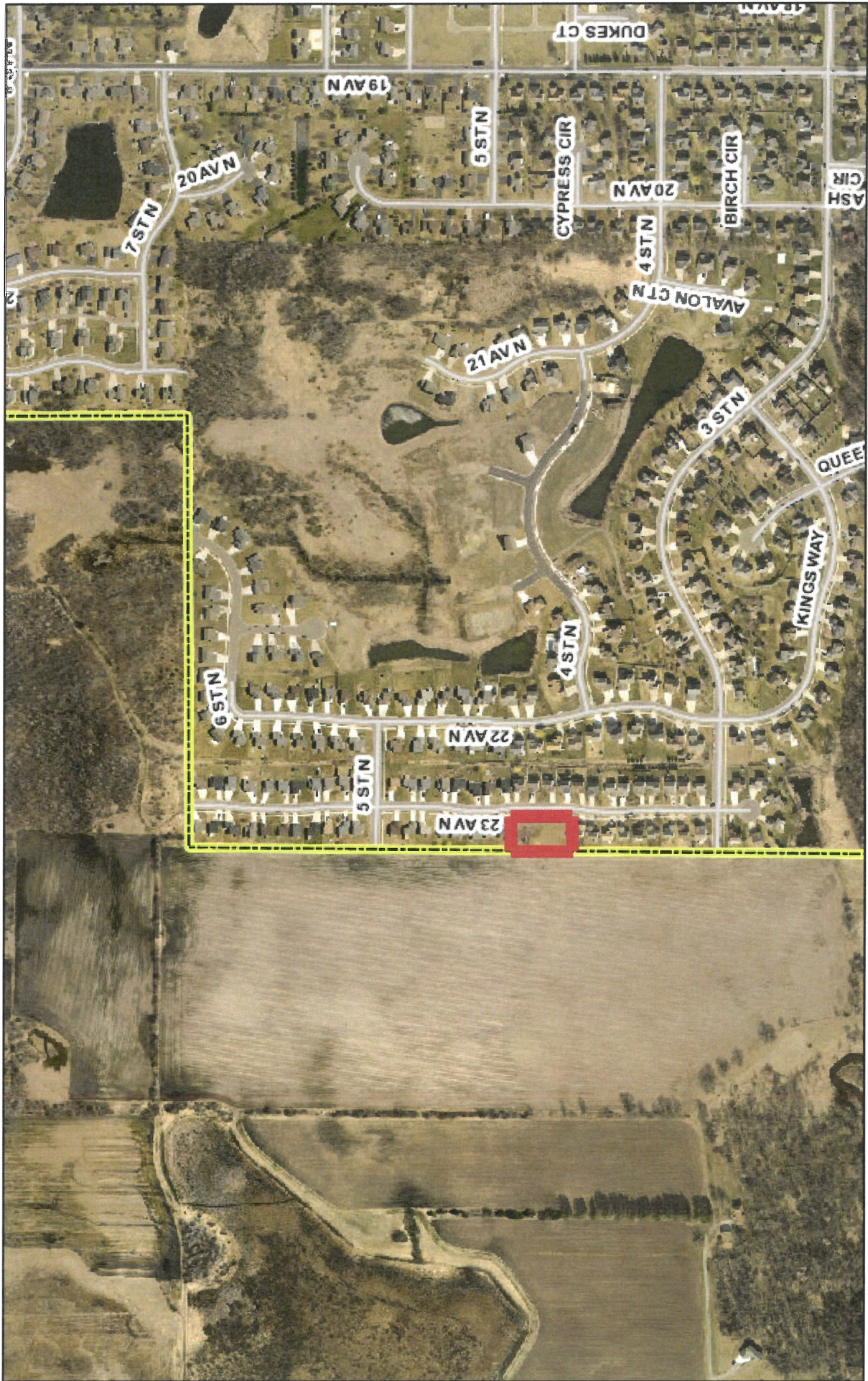
As directed at the beginning of the year the Planning Commission intended to do three "Community Conversations" in 2019. One was completed at Pinetree Pond park in May, another was completed at Madison Crossing in July, and the last one is proposed to be completed at Fox Run park on September 24<sup>th</sup>. Depending on how discussion goes for 3c on agenda staff would like input to determine if a survey and "Community Conversation" should occur at Fox Run on Sept. 24<sup>th</sup>.

## Attachments:

1. Fox Run park location map



Fox Run Park - 23rd Ave N

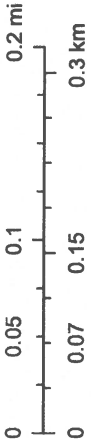


August 27, 2019



Municipal Boundary

1:9,028



SEH



**Community Development Department Update**  
**August 2019**  
**Nate Keller, City Planner**

**Census**

Canvassers related to the upcoming 2020 Census have begun going out into the community to do address verification site visits. Staff is continuing to work with regional partners (Schools, Counties, Non-profits, etc.) as part of a regional Complete Count Committee. The Committee meets monthly and develops strategic outreach initiatives to help spread the word in advance of Census day in April 1<sup>st</sup>, 2020.

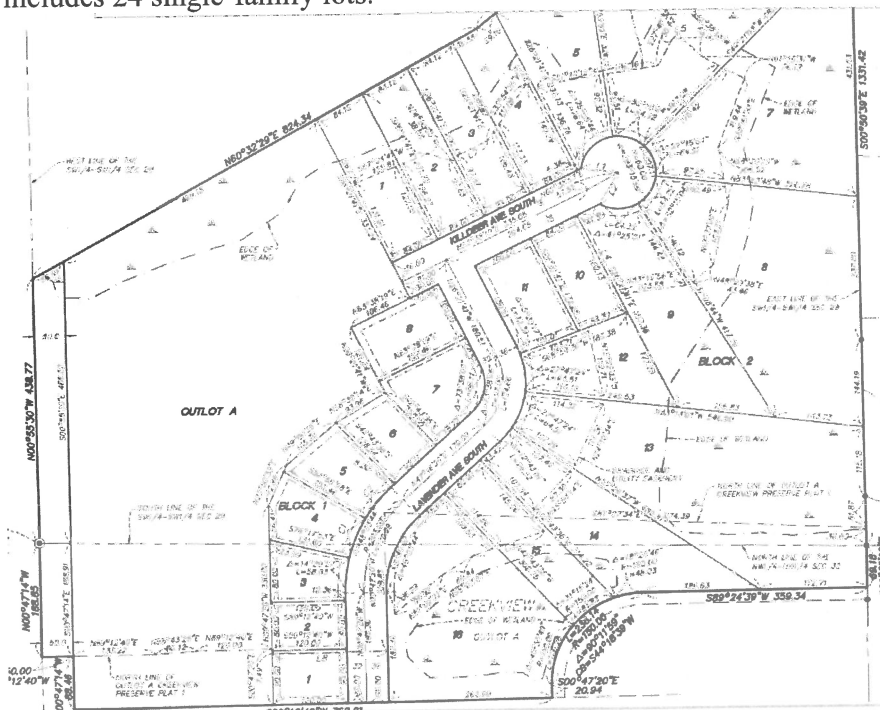
**Sign and Parking Task Forces**

The Planning Commission is continuing to review current sign and parking ordinances. We expect this process will take several months.

**Rural residential developments:**

Staff is continuing to analyze the potential ability to allow rural residential lots. Part of this involvement includes outreaching to Planning firms and municipalities where these types of developments have occurred. Areas where utilities cannot be financially extended may be prime areas for these types of potential developments.

**Karma Estates:** is very close to being allowed to submit Building permits. The 1<sup>st</sup> phase includes 24 single-family lots.





## **PUBLIC WORKS DEPARTMENT**

### **MONTHLY REPORT**

**August 12<sup>th</sup>, 2019**

#### **Streets**

- Sign Repair
- Pot Hole Patching
- Street Sweeping
- Crack Filling
- Ditch Mow
- Shade Structure Installation
- L.S.#3 Generator Installation
- Landscape Performance Stage
- Traffic/Curb Painting

#### **Parks**

- Garbage
- Tree Trimming
- Community Center Cleaning
- Sprinkler System Repairs
- Park Shelter Cleaning
- Fertilize/Weed Spray
- Mow/Trim
- Bernick's Shelter Bird Control

#### **Utilities**

- Locates and Operations
- Continue Monitoring Odor Control System Lift Station #1
- Water Plant Operations
- Construction Projects
- Sanitary sewer Cleaning
- Pool's
- Huntington Tower Painting

#### **Compost**

- Turn Piles
- Daily Operations

#### **Professional Development/Other**

- Safety Training
- MN WARN Training – Jeff
- Mock OSHA Audit

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# *Sartell Police Department*

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TO: MARY DEGIOVANNI, MAYOR AND CITY COUNCIL  
FROM: CHIEF HUGHES  
SUBJECT: AUGUST 12 MTG - GENERAL INFORMATION  
DATE: JULY 30, 2019  
CC: MEMO FILE

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- Some members of city council, along with city and school administration were able to watch how officers respond to active threats during scenario-based training held the first week in August.
- National Night Out will be held on Tuesday, August 6 from 6 pm to 9 pm. Again this year, the department is partnering with the fire department to ensure that we make contact at all of the neighborhood get togethers, whether that is in a neighborhood or multi-family apartment complexes.
- Our annual Cookout with Cops for Sartell residents age 55 and better will be held on Thursday, August 22 from 11 am to 1 pm at St. Francis Xavier Church. Council members are welcome to stop by if they would like.
- The Metro Citizens Police Academy is being sponsored again by area departments. The academy is FREE to adults who reside in the city and will be held starting September 5 and run for 8 weeks. Participants will get a snapshot of what law enforcement officers do on a daily basis. Applications can be obtained on the police department website or for more information contact our department and speak to Deputy Chief Wayne Schreiner.
- The following is a synopsis for the reportable and non-reportable incidents for May.

- Reportable Incidents

- ✓ Assaults were at 7
- ✓ Drug incidents were at 19
- ✓ DUI were at 3
- ✓ Theft type incidents were at 42

- ✓ Crimes against administration of justice were at 2

- Non-Reportable Incidents

- ✓ Alarm calls were at 28
- ✓ Motorist/personal assists were at 49
- ✓ Dog complaints were at 28
- ✓ Driving complaints were at 39
- ✓ Harassment were at 14
- ✓ Juvenile problems were at 18
- ✓ Medical calls were at 81
- ✓ Property damage crashes were at 20
- ✓ Suicide threats were at 8
- ✓ Suspicious type calls were at 58
- ✓ Welfare checks were at 33



Building a Better World  
for All of Us®

## MEMORANDUM

TO: Mayor and Council Members

FROM: Jon Halter, City Engineer

DATE: August 12, 2019

RE: Monthly Engineering Update  
SEH No. SARTE General 14.00

### **East Side Reconstruction:**

Construction on the Eastside Reconstruction project is making good progress.

- Utilities are nearly complete on 5<sup>th</sup> Street NE, 6<sup>th</sup> Street NE, and 7<sup>th</sup> Street NE on the east side of 2<sup>nd</sup> Ave NE.
- Curb and gutter is planned for the week of August 12<sup>th</sup> 5<sup>th</sup> Street NE, 6<sup>th</sup> Street NE, and 7<sup>th</sup> Street NE on the east side of 2<sup>nd</sup> Ave.
- Mill 8<sup>th</sup> Street NE, 7<sup>th</sup> Street NE, and 6<sup>th</sup> Street NE between Benton Drive and 2<sup>nd</sup> Avenue NE the week of August 12<sup>th</sup>
- A 3 day detour of Benton Drive is tentatively planned for next week.

### **SRTS and Street & Utility Improvements:**

The original plan of trying to complete the 7<sup>th</sup> Street N overlay portion of the project prior to school starting is no longer going to happen. Based on the availability of the concrete sub-contractor and not wanting to risk starting this section of the project without being able to finish it prior to school starting; the decision was made to delay this work until 2020.

The reconstruction of 2<sup>nd</sup> Avenue N and 5<sup>th</sup> Avenue N and the sidewalk on 2- ½ Street N is also planned to be completed in 2020.

### **Sauk River Park Pedestrian Bridge:**

The structural design and hydraulic design is complete, and the permitting process is underway. We anticipate bringing to the plans to the August 26 council meeting for your consideration.

### **Celebration Alleys:**

This project is moving along well with the paving for Phase 1 planned for August 12<sup>th</sup>. The contractor has begun the Phase 2 portion of work, and weather depending, Phase 2 is anticipated to be substantially completed by early September.

### **2020 City of St. Cloud Reconstruction – Sartell Force Main:**

The City of St. Cloud is planning a 2020 Reconstruction project for 25<sup>th</sup> Avenue. As part of St. Cloud's project, the City of Sartell is looking to remove a portion of the existing force main and utilize the new gravity sewer. We have started working with, and will continue to work with, the City of St Cloud on this project as it pertains to Sartell's force main and Sartell's share of the proposed gravity sanitary sewer.

### **15<sup>th</sup> Street South (Short Road with temp cul-de-sac off of Roberts Road):**

Plans for this project are complete, and we are waiting on the contractor to propose a construction schedule.

Engineers | Architects | Planners | Scientists

Short Elliott Hendrickson Inc., 1200 25th Avenue South, P.O. Box 1717, St. Cloud, MN 56302-1717  
SEH is 100% employee-owned | [sehinc.com](http://sehinc.com) | 320.229.4300 | 800.572.0617 | 888.908.8166 fax

**Karma Estates:**

Phase 1 of this project is now substantially completed, with the final lift of bituminous and punch list items planned to be completed in 2020.

**West Bridgeport:**

The contractor is working on the sidewalks, and site grading for this project; the project should be substantially completed within a few weeks.

**Arbor Trails 3:**

The design of this project is complete. The contractor has not shared his proposed construction schedule yet, but I anticipate construction to start later this summer or fall.

**Dezurik Flood Mitigation Study:**

The draft report of this study is completed, and SEH staff will be setting a review meeting with City Staff to go over the findings and recommendations.

**County Road 1:**

We have recently met with Stearns County regarding this proposed 2021 reconstruction project from Sartell Street to 12<sup>th</sup> Street North. We are planning to have a public outreach / information meeting in late September where Stearns County and City Staff will look to provide high level project information and solicit input. The feasibility and design effort for this project is anticipated to begin later this fall.

**Stormwater Pond Inspections:**

The on-site inspections for the ponds are complete, and we are currently working on compiling the results. This effort was required to meet the City's MS4 permit requirements.

jmh/mrb

c: April Ryan, SEH  
Mary Degiovanni, City of Sartell  
Nate Keller, City of Sartell  
John Kothenbeutel, City of Sartell

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## Finance Report August 12, 2019

**Capital Projects:** Major current year capital project status is as follows (see engineer's monthly report for infrastructure project updates):

2019 Capital Project Description	Cost	Funding Source	Fund(s)	Status
Mower purchase less trade in	30,000	Beautification Fund	211	approved 1-28-19
PD Squad Rotations	120,000	PD Equipment Fund	412	approved by council in 2018 - waiting for squads to come in in lieu of this, approved replacement pickup box and
PW Pickup	30,000	PW Equipment Fund	414	tommy gate
PW Pickup	30,000	Water/Sewer Funds	601/602	approved 4-8-19
Kubota with attachments	35,000	PW Equipment Fund	414	approved 1-28-19
Painter Replacement (Street Striping)	10,000	PW Equipment Fund	414	approved 2-11-19
Replace Ditch Mower	9,000	PW Equipment Fund	414	approved 1-28-19
Job Classification Study	21,200	Technology Fund	415	approved 11-13-18
Website Updates	20,000	Technology Fund	415	approved 8-27-18
Website Updates	18,000	General Fund Reserves	101	approved 8-27-18
Laserfiche Server	15,000	Technology Fund	415	
East Side Siren Upgrade	20,000	Civil Defense Fund	416	approved 7-8-19
City Hall Parking Lot Overlay	140,000	Street Fund	417	approved 2-11-19

### Updates:

- **2020 Budget:** The City's 2020 budget process has started. The August 12<sup>th</sup> special meeting following the regular meeting will be the Council's first look at the 2020 budget. After that meeting, further revisions will be made, if necessary, then the City will approve its preliminary levy by September 30, 2019.
- **Public Safety Facilities:** Ongoing – the project status report and cost report from Strack is attached to this memo.
- **Classification and Compensation Study:** This project is ongoing. Position descriptions are being refined and Baker Tilly is studying Sartell's pay equity. A formal update and report are expected soon.

### June 2019 Finance Reports

Attached for the Council's review are the June 2019 revenue and expenditure, cash, and investment reports. Also attached are the second quarter community center revenue and expenditure report, and the July Public Safety Facility project status and Public Safety Facility cost reports. General Fund revenues and expenditures were at 37.63% and 44.55%, respectively at the end of June.

### General Fund Revenues

General government revenues largely consist of property taxes, local government aid, transfers in, advertising sign rental, and land use application fees. The first property tax payment was received in June, however, that payment is only 70% of the first half property tax payment, so it is reasonable that

this line item is well under 50% of budget at the end of June. The remaining first half payment was paid by Benton and Stearns County on July 5<sup>th</sup>, so the entire first half property taxes won't show up on the finance reports until next month.

Public safety revenues consist of liquor, tobacco, and rental license fees, state police aid, school liaison reimbursement, court fines, state fire aid, township fire agreement revenues, building, plumbing, and electrical permit fees, and plan review fees. Liquor, cigarette, rental, and other licenses are due at the beginning of the year, which accounts for much of the revenue to date. Building, plumbing, mechanical, and electrical permits have increased in recent months and account for the majority of revenues received in June.

Public works revenues include the county maintenance agreement revenue, compost site permits, street excavation permits, and refuse licenses. June revenues received are almost completely from compost permits. Compost site permits were at 89.70% of their budget as of the end of June. It is expected this line item will end the year very close to budgeted figures.

Park and recreation revenues consist of park rental fees and rental fees associated with the Sartell Community Center. Community Center revenues are at 84.51% of budget at the end of June 2019, compared to last year when revenues were at 67.89% of budget. The 2019 budget also increased, so total revenues are up from \$20,323.83 to \$35,164.43, which is an increase of \$14,840.60. Gym rentals are at 83.13% of budget and room rentals are at 133.49% of budget at the end of June.

#### **General Fund Expenditures**

Overall, expenditures are under the expected 50% as of the end of June at 44.55%.

Mayor and Council Member expenses are at 50.45% and 63.28%, respectively, as of the end of June. Some of the expenditures in the Council budget is annual dues to the League of Minnesota Cities and other organizations, which accounts for why the expenditures are above the expected 50% as of the end of June. These categories are predicted to be at or slightly below budget by year end.

The Elections line item has one expenditure included in it which was purchasing carts for the various precinct voting supplies and equipment. Because 2019 is not a regular election year for the city, the only real expenses will be related to the rental of election equipment from the counties during the year. Those bills for 2019 have not been received yet.

Fire department expenditures are at 24.85% as of the end of June. Expenditures are low at this time of year because the City hasn't received the state fire aid yet, so that large item has not been paid, also the annual renewal of the worker's compensation and property and liability insurance hasn't happened yet, which are two more large items that will be paid on the July report.

The building and inspections department budget is over budget mainly due to the fire marshal salary and benefits being coded to the building and inspections department rather than the police department, where it was budgeted. Because of that, the building and inspections department wages and benefits are higher than budget, but the police department wages and benefits are lower than budget, so there is a zero net effect overall.

Compost facility expenditures are low as of the end of June. The bulk of these expenditures occur between April and October, so more expenditures will be recognized in this line item in future months.

Annual budgeted transfers were approved to be made in July, so those will show up on the report next month.