

# **SUPPLEMENTAL PACKET**

City of Afton  
3033 St. Croix Trl, P.O. Box 219  
Afton, MN 55001

## Meeting Date Mar. 17, 2015

### Council Action Memo

To: Mayor Bend and Members of the City Council  
From: Ron Moorse, City Administrator  
Date: March 12, 2015  
Re: Lakeview Investment #1 Application for Final Plat at 14833 50<sup>th</sup> Street – **Supplemental**

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#### Developer's Agreement

Attached is the Developer's Agreement that provides financial security regarding the completion of the improvements and erosion control measures required for the Plat. The Developer's Agreement was drafted by staff, including the City Attorney, City Engineer, Planning Consultant and City Administrator. The draft agreement was provided to the developer for review and comment, and the developers comments were reviewed by staff.

While most of the developer's comments were incorporated into the final agreement, the one item that was not incorporated was the reduction of the amount of the letter of credit from 150% of the estimated cost of the improvements to 125% of the cost of the improvements. The 150% letter of credit amount is specifically required in the City's subdivision ordinance. A copy of the ordinance language is attached. The 150% amount was also used in the Cedar Bluff Subdivision developer's agreement. Staff recommends retaining that amount. The recommended Developer's Agreement is attached for Council's consideration.

#### Right-of-Way Vacation

There are two small pieces of right-of-way on Osgood Avenue that will no longer be needed when the sides of the current cul-de sac bulb are removed and the roadway is extended to a new cul de sac within the new subdivision. There is also a 16 foot wide road right-of-way within Lot 2, Block 1 that does not appear to serve a public purpose as there is no existing or planned public street or other utilities within the area. The right-of-way vacation resolution refers to an Exhibit A that includes legal descriptions of the areas to be vacated. These legal descriptions are attached.

## LAND USE

- E. *Drainage facilities.* Such facilities and easements shall be installed as will adequately provide for the drainage of surface waters; a storm sewer system may be required when such easements or land is needed in the public interest for purposes of floodplain management, proper drainage, prevention of erosion, pedestrian access to water bodies, or other public purpose. If there is a watershed district, that board must approve all surface water drainage. If SCS structures exist on the land to be subdivided or will be required, SCS must approve the plan for structures and restoration.
- F. *Miscellaneous facilities.* Tree planting, traffic control signs, oversized utility trunk lines, pedestrian ways, and other improvements may be required.
- G. *Erosion control.* Prior to the commencement of any grading or disturbance of any area within a subdivision, silt fences or other erosion control devices required and approved by the City Engineer shall be installed on site. Such devices shall include but not be limited to: staging, grading operations, side slopes, silt fences, mulching, culverts, ponding areas, netting, etc. Such erosion control devices shall remain in place and shall be maintained in working order until the disturbed areas are stabilized and roadways are approved, at which time they shall be removed at the expense of the developer.

### Sec. 12-1472. Payment for installation.<sup>375</sup>

- A. The required improvements as listed elsewhere are to be furnished and installed at the sole expense of the subdivider.
- B. If the platting and development of the subject property shall necessitate the construction and improvement of public roads outside of the subdivided property, the City may require the owner to provide sufficient financial guarantees for the portion of the estimated cost of such construction or improvement as represents the benefit to the subdivided property using usual assessment apportionment practices.

### Sec. 12-1473. Agreement providing for the installation.<sup>376</sup>

- A. Prior to the installation of any required improvements and prior to approval of the final plat, the subdivider shall enter into a contract in writing with the City requiring the subdivider to have such improvements ~~constructed by the subdivider in accordance with the plans and specifications prepared by the City Engineer,~~ which plans shall be in conformance with all applicable standards and ordinances. Such contract shall provide for the observation of construction by the City Engineer to ensure conformance to the plans and specifications, and shall require that the City be reimbursed for all costs incurred by the City for planning, engineering, and legal fees, and other expenses in connections with making such improvements; and shall contain such other provisions as may be required by the City Council.



1. The subdivider shall, concurrently with the execution of the contract, make a cash escrow deposit, or in lieu thereof, provide an irrevocable letter of credit, the amount of which shall be equal to 150 percent of the City Engineer's estimate of the total cost of the improvements to be furnished under the contract, including the costs for legal, administrative, and engineering expenses, including inspection. The City shall be entitled to reimburse itself out of such cash deposit or irrevocable letter of credit for all expenses incurred by the City for the completion of the work, and upon completion of the work, any balance remaining in said deposit shall be refunded to the subdivider. The subdivider shall also agree to reimburse the City for any costs and expenses incurred in excess of the original cash deposit or irrevocable letter of credit, and shall replenish the deposit or letter of credit as necessary and requested by the City to secure the subdivider's obligations to the City.
2. On request of the subdivider, the contract may provide for completion of part or all of the improvements covered thereby prior to acceptance of the plat. In such event, the amount of the deposit or letter of credit may be reduced in a sum equal to one-half of the estimated cost of covered improvements completed prior to acceptance of the plat. The time for completion of the work and the several parts thereof shall be determined by the City Council upon recommendation of the City Engineer. It shall be reasonable with relation to the work to be done, the seasons of the year, and proper correlations with construction activities in the plat and subdivision.

<sup>375</sup> Code 1982, § 305.902

<sup>376</sup> Code 1982, § 305.903

## CITY OF AFTON

WASHINGTON COUNTY, MINNESOTA

PRIVATE IMPROVEMENT DEVELOPER'S AGREEMENT FOR  
LAKEVIEW INVESTMENT #1, LLCTHIS AGREEMENT, made and entered into this 17th day of March, 2015 by and between the

CITY OF AFTON  
3033 St. Croix Trail  
P.O. Box 219  
AFTON, MN 55001

A municipal corporation and statutory city organized under the laws of the State of Minnesota, (the "City"), and

Lakeview Investment #1, LLC  
2103 County Road D, Suite C  
Maplewood, MN 55109

A Limited Liability Company organized under the laws of the State of Minnesota (the "Developer").

**WITNESSETH**, That:**WHEREAS**, the Developer has made application to the City Council for approval of a subdivision within the corporate limits of the City described as follows:**LEGAL DESCRIPTION:** As provided on the Preliminary Plat of Trading Post Trail Preserve for Lakeview Investment #1, LLC as prepared by E.G. Rud & Sons, Inc. and dated 11/21/14, and as provided for on the Final Plat for the City Council meeting of March 17, 2015.**WHEREAS**, the City Council has on January 20, 2015 granted preliminary and final approval to the Lakeview Investment #1, LLC, a.k.a **Trading Post Trail Preserve Subdivision**, plat dated March 17, 2015 on the condition that the Developer enter into this agreement stipulating the conditions for the installation of stormwater treatment as well as the development of on-site improvements hereinafter described, all in accordance with the terms and conditions hereinafter set forth.**Conditions:***Completion of the Development:* A point in time when all improvements required by the Plans and Specifications of Plowe Engineering are verified by the City Engineer to have been completed.*Improvements:* Shall include all Developer specific Grading, Landscaping, stormwater drainage, and Street and Roadway improvements as shown by the Plans and Specifications prepared by Plowe Engineering, Inc. titled Trading Post Trail Preserve dated November 20, 2015 and revised through January 9, 2015 as approved by the City of Afton.**NOW, THEREFORE**, in consideration of the premises and of the mutual promises and conditions hereinafter contained, it is hereby agreed as follows:

## **DESIGNATION OF IMPROVEMENTS:**

Improvements to be installed at Developer's expense by the Developer including; Grading, Landscaping, Stormwater treatment, and Street and Roadway Improvements as shown by the Plans (pages C1 through C5.1) and Specifications prepared by Plowe Engineering entitled **TRADING POST TRAIL PRESERVE** dated and revised through January 20, 2015 as approved by the City of Afton and as hereinafter referred to as "Improvements." For purposes herein, any grading, erosion control, landscaping, or other improvements shown on individual lots, other than for common development areas such as retaining ponds, is for informational purposes only and is not part of the Developer's improvements. Each lot will be custom graded by buildings purchasing lots in accordance with the overall Development plans and specifications, and each builder will be responsible for grading in accordance with those plans and City standards.

### **A. Improvements**

The Developer will construct and install at the Developer's expense the following improvements according to the following terms and conditions:

#### **1. Site Work**

All site grading, including rights-of-way for all interior public streets, pathways, park areas, common areas, open spaces, storm water storage ponds and surface drainage ways, all in accordance with the approved grading, drainage, and site plan. A grading plan with maximum two (2) foot contours and cross sections, as necessary, shall be submitted and approved by the City prior to commencement of any site grading or construction.

#### **2. Erosion and Siltation Control**

The Developer shall be responsible for controlling soil erosion according to the Plowe Engineering Record Plans, and the following provisions:

- a. All development shall conform to the natural limitations presented by the topography and soil of the Subdivision in order to create the best potential for preventing soil erosion. The Developer shall submit an erosion control plan, detailing all erosion control measures to be implemented during Developer's construction, said plan shall be approved by the City prior to the commencement of site grading or construction.
- b. Erosion and siltation control measures shall be coordinated with the different stages of development. Appropriate control measures as required by the City shall be installed prior to development when necessary to control erosion and siltation.
- c. Land shall be developed in increments of workable size such that adequate erosion and siltation controls can be provided as construction progresses. The smallest practical area of land shall be exposed at any one period of time. Such exposed areas shall be identified on the approved grading plan.
- d. Failed erosion control structures or apparent need for additional erosion control measures will be addressed within twenty-four (24) hours notification by the City. If the Developer fails to perform the requested corrections in the time frame given, the Developer hereby grants the City consent to enter onto the property to perform the corrective work. The Developer will reimburse the City for all erosion control work performed on their behalf.
- e. The Developer shall obtain a NPDES permit from the MPCA for site grading and erosion control. The Fee Owners of record shall in perpetuity be responsible for all maintenance operation and

future construction of said stormwater facilities such that said facilities shall remain in compliance with all federal, state, county and local regulations. The developer shall cause to be added to any deed transferring any lot of the Trading Post Trail Preserve a covenant, acceptable to the City Attorney, committing him/her and all subsequent land owners to this requirement, and to bear all costs attributable thereto. Notwithstanding the requirements herein, each builder purchasing lots shall be responsible for lot specific erosion control measures.

### 3. Utilities

The Developer shall be responsible for constructing the following utilities;

- a. Storm Sewer System and Appurtenances and Ponding Improvements as described on pages C1-C5.1 of the Plowe Engineering, Inc. Surveying & Engineering Plans.
- b. Roadway described on page C1-C5.1 of the Trading Post Trail Preserve Surveying & Engineering Record Plans. Said facilities shall include roadway base, curb and gutter, signage, and parking stalls associated with said improvements.

### 4. Record Drawings

The Developer shall prepare As-Built Drawings of the Public Improvements from construction data collected by the Construction Contractor and the City Engineer. The As-Built Drawings shall be provided to the City of Afton within 90 days of Completion of the Development in hard copy and electronic format acceptable to the City. These drawings shall include and not be limited to any grading to be done by the Developer.

### 5. Iron Monuments

As per Minnesota State Statute 505.03 the Developer shall place iron monuments at all lot and block corners and at all other angle points on boundary lines. Where lot lines are platted in wetland areas, the Developer shall place approved wetland boundary markers on the designated wetland edge. Markers shall be placed on every other lot line where the wetland boundary intersects with the lot line. Markers shall be placed before grading activities begin, and shall remain undisturbed during the course of grading activities.

### 6. Restoration

The Developer shall complete all plantings seeding or sodding as described by the approved Plowe Engineering Plans. The Developer shall maintain the plantings installed seeding or sodding as described by the Plowe Engineering Plans for a period of twelve months following the completion and final acceptance by the City of the development. Any plant stock, seeded plants or sod which dies or fails to flourish during the twelve-month period shall be replaced by the Developer and maintained through a further twelve-month period.

The Developer will be responsible for seeding or sodding all interior and right-of-way areas that are not paved and all disturbed areas. The Developer will also be responsible for sodding or seeding, as needed and appropriate, drainage swales and emergency overflow swales as directed by the City. The responsibility for seed or sodding boulevards may be transferred to a building permit applicant when proper security is provided to the City. The seeding or sodding limits must extend to the back curb or to the shoulders of all adjacent roadways.

A restoration plan shall be submitted to and approved by the City before building permits will be issued or by a time as authorized by the City in writing.

The Developer shall provide a financial guarantee for all improvements, as described herein and shall include the estimated cost of the seeding or sodding.

7. Signage

The Developer shall be financially responsible for all traffic signage required by the development and determined to be necessary by the City as determined by the City Engineer.

8. Street Maintenance

The Developer shall be responsible for street maintenance, including seeding or sodding of right-of-way areas, and street sweeping until the project is complete. All streets shall be maintained free of debris and soil until the development is completed. Warning signs shall be placed when hazards develop in streets to prevent the public from traveling on same and directing attention to detours. If and when the street becomes impassible, such streets shall be barricaded and closed. In the event residences are occupied or actively under construction prior to completing streets, the Developer shall maintain a smooth driving surface, adequate drainage, and provide snow and ice control on all incomplete streets.

9. Damage Responsibilities

The Developer shall be financially responsible for the repair of any damage done to the streets and public utilities from the time of installation until the development is fully completed and approved by the City.

10. Park Dedication and Improvements

Cash payment in lieu of, or in addition to, land dedication shall be a cash fee in lieu of land for a total of \$ 44,743.00 calculated in accordance with the City Code and paid prior to execution of the final plat by the City.

11. Storm Water Holding Ponds/Groundwater Issues

The Developer shall maintain ownership of all storm water holding facilities as located on said property, as required by the City, until such time as the lots are sold, at which time such ownership will be proportionately that of the lot owner. The Developer shall be responsible for storm sewer cleaning and holding pond dredging, as required, by the City prior to completion of the development. Upon completion of the development, the Developer shall submit to the City a certified as built grading plan showing that the facilities meets all design contours as set by the City. Ongoing maintenance costs of the Stormwater collection and ponding system shall be the responsibility of the property owner(s) and shall be provided as a covenant in all deeds transferring lots of the subdivision to subsequent owners. The City shall be designated in said covenants as having express authority to enforce their provisions.

12. The Developer shall refrain from the use of any phosphorous fertilizers on the property and shall cause to be included on any deed transferring all or any part of the aforesaid development a covenant prohibiting the use of any phosphorous or phosphate fertilizer on said property.

13. The Developer shall be financially responsible for any corrective action deemed necessary by the City as a result of groundwater encountered during, or as a result of, the building phase of development.

14. Other Governmental Jurisdictions

The Developer shall be responsible for securing all necessary approvals and permits from all appropriate Federal, State, Regional, and local jurisdictions prior to the commencement of site grading or construction

and prior to the City awarding construction contracts for public utilities.

15. Time of Performance

The Developer shall install all listed improvements by October 30, 2015, with the exception of the final wear course of asphalt on streets and landscaping. The final wear course on streets shall be installed between August 15<sup>th</sup> and October 15<sup>th</sup> the first summer after the base layer of asphalt has been in place one freeze thaw cycle. The Developer may request an extension of time from the City to be submitted in writing to the City Clerk, for which said extension shall be conditioned upon updating the security posted by Developer to reflect cost increases and the extended completion date. Final wear course placement outside of the above time frame must have the written approval of the City Engineer. The City may impose additional conditions on the extension necessary to ensure performance.

16. Building Permits. The Developer shall be allowed to be issued up to two building permits prior to completion of improvements. Such building permits shall be restricted to lots 2, 3, 4 & 5 Block 1. Under no circumstances shall lots 1, 7, or 8 Block 1 be issued a building permit until such time the major improvements are completed.

B. Plan Security Requirements

Estimated Costs listed below shall be verified as shown by the Developer's Engineer construction estimates.

<u>Description of Improvement</u>	<u>Estimated Cost</u>
1. Grading and Ponding	\$41,250.00
2. Improvements	
a. Storm Sewer and Erosion Control	\$ 58,705.00
b. Roadway Construction	\$ 37,075.00
c. Signage	\$ 250.00
d. Landscaping	\$ 3,940.00
3. Street Sweeping and Debris Control	\$ 2,000.00
a. Utility Protection and Repair	\$ 500.00
<b>Subtotal of items 1-3</b>	<b><u>\$ 140,174.00</u></b>
Subtotal X 150%	\$ 210,261.00
Estimated Legal and Engineering Escrow (15%)	\$ 21,026.00
City Administration Fee (1%)	\$1,402.00
<b>Subtotal Items 1-3, plus Legal, Engineering &amp; Administrative Fees</b>	<b><u>\$ 162,602.00</u></b>
<b>TOTAL SECURITY REQUIREMENT</b>	<b><u>\$ 232,689.00</u></b>

It is recognized and noted that the funds associated with each category in paragraph B are for estimating the total Plan security. The City reserves the right to utilize this security partially or wholly to insure the compliance of any and all of the requirements set forth in paragraph A of this document.

C. Construction of Plan Improvements

1. Construction

The construction, installation, materials, and equipment shall be in accordance with Plans and Specifications prepared by Plowe Engineering entitled Trading Post Trail Preserve dated and revised through January 20, 2015 as approved by the City of Afton. All costs associated with said construction; maintenance and operation through Completion of the Development shall be the responsibility of the Developer.

2. Inspection

All of the work shall be under and subject to the inspection and approval of the City and, where appropriate, any other governmental agency having jurisdiction, any costs associated with said inspections shall be borne by the Developer.

3. Faithful Performance of Construction Contracts

The Developer will fully and faithfully comply with all terms and conditions of any and all contracts entered into by the Developer for the installation and construction of all Improvements and hereby guarantees the workmanship and materials for a period of two (2) years following the City's final acceptance of Improvements. Concurrently with the execution hereof by the Developer, the Developer will furnish to, and at all times thereafter maintain with the City, a cash escrow deposit or approved Letter of Credit, based on one hundred fifty percent (150%) of the total estimated cost of the Improvements as indicated in Section B. The issuer and form of the security (other than cash escrow) shall be subject to City approval. The security shall be issued by a banking institution in good standing as determined by the City and approved by the City Administrator. The City shall have the ability to draw on the security at a bank or branch bank located within seventy-five (75) miles of the City Hall. The Escrow or Letter of Credit shall be for the exclusive use and benefit of the City of Afton and shall state thereon that the same is issued to guarantee and assure performance by the Developer of all the terms and conditions of this Developer's Agreement and construction of all required improvements in accordance with the ordinances and specifications of the City. Cash Escrow in the amount of \$ 22,428 shall be deposited with the City for payment of Legal, Engineering, and Administrative fees. The City reserves the right to draw, in whole or in part, on any portion of the Letter of Credit Cash Escrow for the purpose of guaranteeing the terms and conditions of this agreement. The Letter of Credit shall be renewed or replaced by not later than thirty (30) days prior to its expiration with a like letter. In the event that the Letter of Credit is not renewed by the Developer and the City elects to undertake legal action to cause renewal of the Letter of Credit all the City's Legal and Administrative costs incurred in said action shall be borne by the Developer. The face value of the Letter of Credit may be reduced, upon application of the Developer, to an amount necessary to guarantee the two year warranty following acceptance of the improvements by the City. At least \$25,000 shall be held by the City until the development and the improvements thereon have been fully approved and constructed.

4. Reduction of Security Guarantee for Improvements

The Developer may request reduction of the Security Guarantee based on prepayment or the value of the completed improvements at the time of the requested reduction. If requested, by the Developer the City will perform an evaluation of the work completed only twice per calendar year. If additional evaluations are requested, the Developer will be responsible for the estimated costs incurred by the City for performing the additional evaluations. The amount of reduction will be determined by the City.

5. Payment of Costs and Assessments for Plan Improvements

If the construction of the Plan Improvements does not proceed, the Developer hereby agrees to pay the

City for the costs incurred by the City for engineering services, detailed design, right-of-way acquisition, and related City and consultant legal, administrative and fiscal costs incurred regarding the proposed Plan Improvements.

a. Easements

Prior to approval of the final plat, the Developer shall dedicate to the City, at no cost, all temporary and permanent easements necessary for the construction of the Plan Improvements as determined by the City. All such easements required by the City shall be provided on City easement documents, containing such terms and conditions as the City shall determine.

All permanent easements necessary for the installation and maintenance of storm water improvements shall be shown on the final plat and be granted to the City upon recording of said plat. All other required easements such as roadway, path, trail, scenic, and wetland conservation easements, shall be fully executed by the grantee and submitted to the City on separate documents prior to the execution of the final plat by the City. Copies of the recorded documents shall be provided to the City.

After recording of said plat, additional easements necessitated by Developer initiated changes to the utility or grading design shall be provided on an amended final plat and be granted to the City upon recording of said plat. Separate documents in lieu of an amended final plat may be allowed at the City's discretion.

6. Required Prepayment of any Assessment upon Sale of Developer

If a transfer of a lot is made, before a building permit will be issued, all delinquencies shall be paid on said lot.

**GENERAL:**

A. Binding Effect

1. The terms and provisions 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 Trading Post Trail Preserve Subdivision and shall be deemed covenants running with the land. References herein to Developer, if there be more than one, shall mean each and all of them. The Developer's Agreement, at the option of the City, shall be placed on record so as to give notice hereof to subsequent purchasers and encumbrances of all or any part of the Trading Post Trail Preserve Subdivision and all recording fees, if any, shall be paid by the Developer.

The terms and provisions of this Developer's Agreement shall be binding upon the owners of individual units, and shall be deemed to run with the title of the individual units of the development. This provision does not release any future Developer or the Developer's successors or assigns from the terms and provisions of this Developer's Agreement.

2. Final Plat Approval

The City agrees to sign the final plat of the Subdivision upon execution and delivery of this Developer's Agreement and of all required documents, and security.

3. Incorporation of Reference

All plans, special provisions, proposals, specifications, and contracts for the improvements furnished and let pursuant to this Developer's Agreement shall be and hereby are made part of this Developer's

Agreement by reference as fully as if set out herein in full.

4. Conditions of Approval

- a. No grading or building permits shall be issued by the City unless the plans or application are in conformance with the City's Comprehensive Plan, and engineering standards as determined by the City Engineer, this agreement, approval of site clean-up and remediation in whole or in part by the MPCA, and all local, state and federal regulations.
- b. If the Developer does not pay all bills submitted by the City pursuant to the Developer's Agreement within thirty (30) days after receipt, the City may halt all plat development work until the bills are paid in full, and that the Developer shall reimburse the City for its costs incurred in the enforcement of this Developer's Agreement including reasonable engineering and attorney's fees.

5. Notice/Remedies on Default or Violation of this Developer's Agreement

- a. Whenever any event of default or failure to conform to the terms and conditions of this Developer's Agreement occurs, the City shall give written notice of the event of default or failure to perform to the Developer by United States Mail at its last known addresses. If the Developer fails to cure the event of default or failure to perform within fifteen 15 days after the date of the mailed notice, in addition to any other remedy provided in this Developer's Agreement and without waiver of any such right, the City may avail itself of any or all of the following remedies for as long as the Developer is in default.
  - a.5.1 Halt all plat development work and construction of development improvements until such time as the event of default is cured.
  - a.5.2 Refuse to issue building permits or occupancy permits as to any lot until such time as the event of default is cured.
  - a.5.3 Apply to a court of competent jurisdiction to enjoin continuation of the event of default.
  - a.5.4 If the event of default is a failure of the Developer to complete, construct, install or correct the development improvements in accordance with the plans and specifications and this Developer's Agreement, the City may perform the construction or work and the Developer shall reimburse the City for its expenses incurred. This provision shall be a license granted by the Developer to the City to act, but shall not require the City to take any such action. The Developer consents to such an action by the City and waives any claims Developer may have against the City for damage in the event the City exercises its rights in accordance with this provision. This remedy is in addition to and not in lieu of the City's right to draw on all security referenced in this Developer's Agreement.
  - a.5.5 Terminate this Developer's Agreement by written notice to Developer, at which time all terms and conditions as contained herein shall be of no further force and effect and all obligations of the parties imposed hereunder shall be null and void.
  - a.5.6 Draw upon and utilize Developer's funds and/or security in order to cover the costs of the City in order to correct the event of default.

6. Indemnification

To the fullest extent permitted by law, the Developers shall indemnify and hold harmless the City of Afton, its agents and employees from and against any and all claims, damages, losses or expenses, including but



Afton, the municipal corporation named in the foregoing instrument; and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said municipal corporation by authority of its City Council and \_\_\_\_\_ and \_\_\_\_\_ acknowledged said instrument to be the free act and deed of said municipal corporation.

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

**DEVELOPER**

\_\_\_\_\_ By \_\_\_\_\_  
Its \_\_\_\_\_

\_\_\_\_\_ By \_\_\_\_\_  
Its \_\_\_\_\_

STATE OF MINNESOTA )  
 ) ss.  
COUNTY OF WASHINGTON )

**(CORPORATE ACKNOWLEDGEMENT)**

On this \_\_\_\_\_ day of \_\_\_\_\_, 2015, before me, a Notary Public within and for said County personally appeared \_\_\_\_\_ and \_\_\_\_\_, to me personally known, who being each by me duly sworn did say that they are respectively the \_\_\_\_\_ and the \_\_\_\_\_ of \_\_\_\_\_, the corporation named in the foregoing instrument, and that said instrument was signed in behalf of said corporation by authority of its Board of Directors and said \_\_\_\_\_ and \_\_\_\_\_ acknowledged said instrument to be the free act and deed of said corporation.

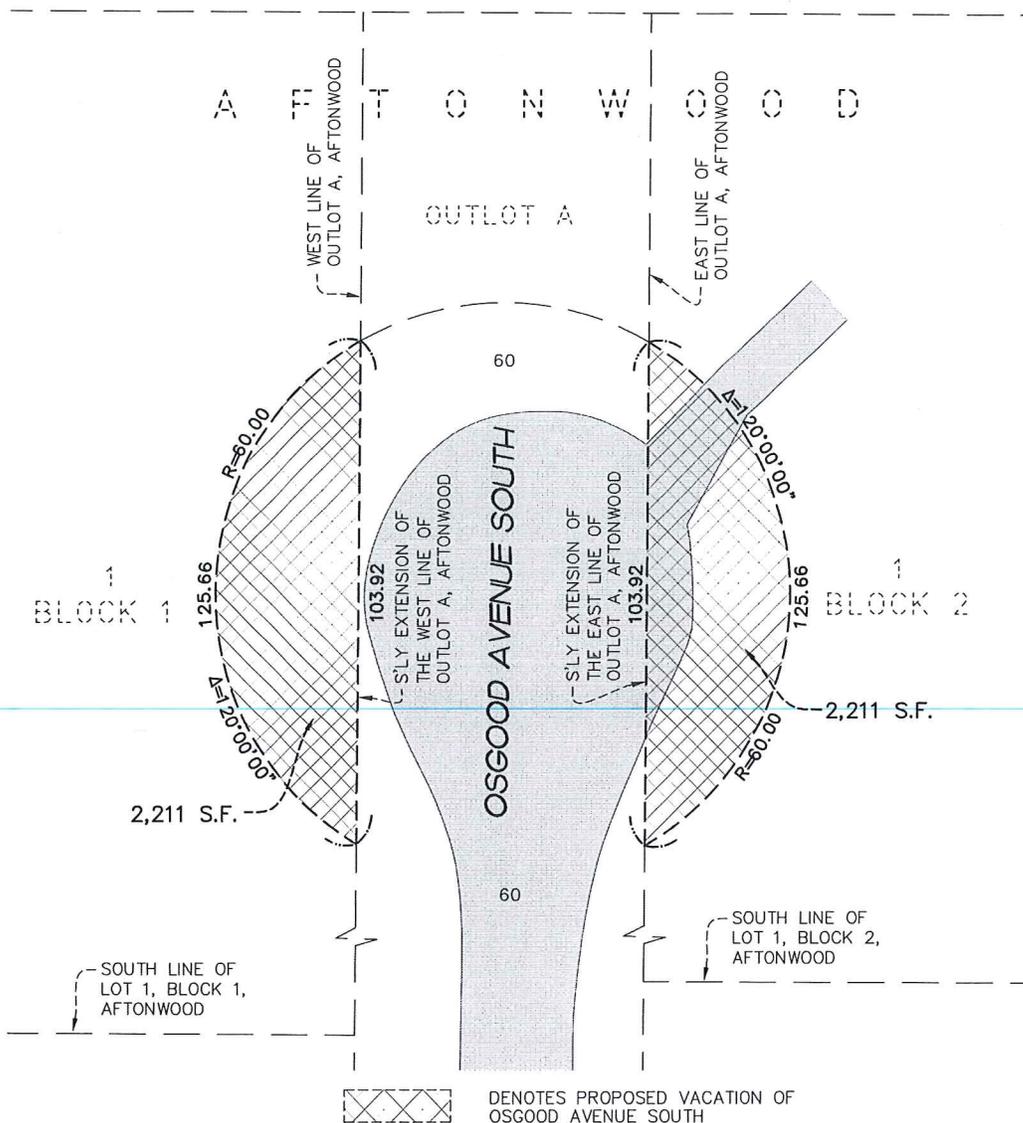
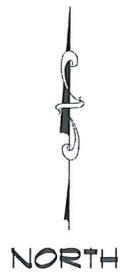
\_\_\_\_\_  
Notary Public

City Seal



# SKETCH AND DESCRIPTION

~of~ PROPOSED VACATION OF OSGOOD AVENUE SOUTH  
 ~for~ TRADING POST TRAIL PRESERVE



**PROPOSED DESCRIPTION FOR THE VACATION OF THOSE PARTS OF OSGOOD AVENUE SOUTH DEDICATED IN THE RECORDED PLAT OF AFTONWOOD**

That part of Osgood Avenue South as dedicated to the public, according to the recorded plat of AFTONWOOD, Washington County, Minnesota, which lies west of the southerly extension of the west line of Outlot A, said AFTONWOOD and northerly of the south line of Lot 1, Block 1, said AFTONWOOD.

AND

That part of Osgood Avenue South as dedicated to the public, according to the recorded plat of AFTONWOOD, Washington County, Minnesota, which lies east of the southerly extension of the east line of Outlot A, said AFTONWOOD and northerly of the south line of Lot 1, Block 2, said AFTONWOOD.

Scale 1"= 30'    ● Denotes Iron Monument    Bearing Datum: County    Job No. 14475PP    Drwg By JEN

I hereby certify that this plan, survey 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.  
**E. G. RUD & SONS, INC.**  
 By:   
 Dated this 10th day of February 2015. Minnesota License No. 41578

**E. G. RUD & SONS, INC.**  
 PROFESSIONAL LAND SURVEYORS  
 6776 LAKE DRIVE NE, SUITE 110  
 LINO LAKES, MINNESOTA 55014  
 TEL. (651) 361-8200  
 FAX (651) 361-8701  
 www.egrud.com

## Meeting Date Mar. 17, 2015

### Council Action Memo

To: Mayor Bend and Members of the City Council  
From: Ron Moorse, City Administrator  
Date: March 12, 2015  
Re: 2015 Pay Adjustments **Supplemental**

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#### Cost of 2.5% Pay Adjustment

The cost of the 2.5% pay adjustment for the office staff and the public works staff, including the impact on pension and payroll taxes, would be \$2,276. This amount is within the amount budgeted for 2015 wages.

# Meeting Date Mar. 17, 2015

## Council Action Memo

City of Afton  
3033 St. Croix Trl, P.O. Box 219  
Afton, MN 55001

To: Mayor Bend and Members of the City Council  
From: Kim Swanson Linner, Deputy Clerk  
Date: March 17, 2015  
Re: Afton Fest, August 1, 2015, Request for Fee Waivers

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The Afton Historical Museum has for the past four years conducted an annual fundraising event in Town Square Park with music, food and raffles. Because this is the Museum's fundraiser, and they are a non-profit Afton business, they are requesting to have the fees waived, as they have been in the past, for this event:

Town Square Park Reservation (\$100.00 Fee + \$200 Deposit)  
Special Event Permit (\$25.00 Fee)  
Temporary Liquor License (Fee as determined by City Council)

### Council Action Requested

**Motion to waive the fees for the Afton Historical Museum's use of Town Square Park, reservations, permits and liquor license for their annual fundraiser, Afton Fest, on August 1, 2015.**

**The \$200 Park Deposit will still be required.**

# CITY OF AFTON PARK RESERVATION AGREEMENT

## ORGANIZATION OR INDIVIDUAL

GROUP OR INDIVIDUAL NAME: Afton Historical Museum  
 STREET ADDRESS: 3165 St. Croix trail South  
 CITY/STATE/ZIP: Afton, Mn 55001  
 PHONE NUMBER: 651-436-3500 EMAIL: info@aftonhistoricalmuseum.com  
 EVENT / ACTIVITY: Afton fest  
 NUMBER IN GROUP: 500 -1000  
 DATE & TIME OF EVENT: August 1st, 2015 - 1:00PM - 11:00PM

## FACILITIES NEEDED

BASEBALL FIELD:	<u>X</u>	PICNIC SHELTER:	<u>X</u>
HORSE SHOE PITS:	<u>X</u>	GAZEBO:	<u>X</u>
TENNIS / B-BALLCOURTS:	<u>X</u>	WHOLE PARK:*	<u>X</u>

## APPLICANT: PLEASE REMEMBER

1. No alcoholic beverages or bonfires are allowed in the park.
2. The deposit is to ensure the park is clean and has no damages when the event is over.
3. The Applicant (person/group making the reservation) is responsible for removing all trash in the park each day of their event.
4. Applicants are **REQUIRED TO ARRANGE** for additional satellite toilets and traffic control for groups of 200 or more.
5. Applicants shall contact Washington County Sheriff, Sgt. Amy Larson, 430-7905, for event traffic control attendance over 200.
6. Applicants shall obtain a **REQUIRED PERMIT** from Washington County Health Department (651-430-6655) if food is sold.
7. Applicants may request **RECYCLING BINS** to be placed in the park in advance of event & removed at the end for pickup.
8. Activities must be contained to the park boundaries; **OBSTRUCTING SURROUNDING STREETS IS NOT ALLOWED!**

As the applicant for this event, I assume full responsibility for the conduct of the group, trash cleanup, ensuring **ONLY RECYCLING ITEMS** go into the recycling bins (no trash) and any damages to the property during the time Town Square Park is being used under this agreement.

 <small>Digitally signed by Stan Ross        DN: cn=Stan Ross, o=RDInc, ou,        email=stan@rossdesigninc.com, c=US        Date: 2015.03.16 14:23:08 -0500</small>	<u>3.16.15</u> Date
Applicant Signature	

<u>CIRCLE APPLICABLE FEES:</u>	<u>RESIDENT</u>	<u>NON-RESIDENT</u>
WHOLE PARK *Does not include playground/play structure.	\$100 Fee/\$200 Deposit	\$200 Fee/\$200 Deposit
PICNIC SHELTER	\$ 25 Fee/\$100 Deposit	\$100 Fee/\$100 Deposit
GAZEBO	\$ 25 Fee/\$100 Deposit	\$100 Fee/\$100 Deposit
BALLFIELD	No Fee	
TENNIS/B-BALL COURT	No Fee	
HORSESHOE PITS	No Fee	
RECYCLING BINS (check if requesting Recycling Bins)	YES <input type="checkbox"/> NO <input type="checkbox"/>	Circle # of bins: One Two

## FOR OFFICE USE

<b><u>CHECK # / AMT / STAFF INITIALS:</u></b>  _____ / _____ / _____ FEE PAID  _____ / _____ / _____ DEPOSIT PAID	<b><u>CHECK BELOW IF REQUIRED:</u></b> <input type="checkbox"/> ADDITIONAL SATELLITE TOILETS <input type="checkbox"/> EVENT TRAFFIC CONTROL -- WASHINGTON COUNTY <input type="checkbox"/> FOOD / BEVERAGE PERMIT -- WASHINGTON COUNTY <input type="checkbox"/> RECYCLING BINS -- CITY OF AFTON
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## TO BE COMPLETED AFTER EVENT

Release entire Deposit \_\_\_\_\_ Charges for Park Cleanup/Damage \_\_\_\_\_ / \_\_\_\_\_ Staff Initials/Date \_\_\_\_\_  
 Describe Park Cleanup/Damage: \_\_\_\_\_  
 Charge for cleanup/damage: \$ \_\_\_\_\_ deducted from Deposit: \$ \_\_\_\_\_ = Refund of Deposit: \$ \_\_\_\_\_

RECEIVED

MAR 16 2015

City of Afton

Special Event Permit Application - \$25.00 Fee

CITY OF AFTON

Afton City Hall, 3033 St. Croix Trail S., Afton MN 55045 (651) 436-5090 Fax (651) 436-1453

APPLICANT AND SPONSORING ORGANIZATION INFORMATION

NAME OF ORGANIZATION: Afton Historical Museum

APPLICANT NAME: Stan Ross

ADDRESS: 3165 St. Croix Trail South CITY: Afton STATE: MN ZIP: 55001

DAYTIME PHONE: 651-436-3500 EVE.PHONE: 651-436-1346 CELL OR FAX: 612-720-6478

MANAGER ON SITE DAY OF EVENT: Stan Ross PAGER/CELL: 612-720-6478

Any change in the above information, please notify City Hall. Event may trigger additional License requirements.

SPECIAL EVENT INFORMATION

Run/Walk Rally Parade Wedding Ceremony/Photos
Fair Concert Picnic Other (Specify) Music & Cars

EVENT TITLE: Afton Fest

EVENT DATE(S): August 1st, 2015 ESTIMATED ATTENDANCE 500 - 1000

LOCATION: Town Square park AREA OR PARK Entire Park

HOURS OF EVENT: 13:00 AM/PM TO 22:30 AM/PM SET UP TIMES 13:00 AM/PM TO 22:30 AM/PM

TAKE DOWN TIME: 13:00 AM/PM TO 22:30 AM/PM DESCRIPTION OF EVENT SET UP:

ALCOHOL/FOOD SERVED: XX YES NO ALCOHOL/SOLD: XX YES NO GAMBLING/RAFFLE yes

OPEN TO PUBLIC: yes \*EVENTS ARE SUBJECT TO NOISE ORDINANCE Sec. 12-208(D)(3&4)

REQUESTED RESOURCES, SUCH AS BARRICADES, POLICE, ETC.

\*\*\*\*Please attach additional sheets as necessary, including plans, fencing, maps, etc. If staff is needed the event will be billed accordingly.

DEPARTMENTAL/OFFICE ROUTING

CONDITIONS FOR APPROVAL:

Blank lines for conditions for approval.

Reason for Denial:

City Administrator Date
Police Date
Public Works Date
Fire Dept. (if required) Date
FEE of \$25.00 Collected

DATE:
DEPT:
PHONE:



Frederic W. Knaak\*  
Wayne B. Holstad\*\*

*\*Also Licensed in  
Wisconsin & Colorado*

*\*\*Also Licensed in  
Massachusetts, Iowa,  
Federal Court of Claims*

**HOLSTAD & KNAAK PLC**  
"Local in character, national in reputation, international in reach"

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**MEMORANDUM: MONTHLY AFTON PROSECUTION REPORT**

TO: MAYOR AND MEMBERS OF THE CITY COUNCIL  
FROM: FRITZ KNAAK, AFTON CITY ATTORNEY  
DATE: March 5, 2015

This past month, our office has represented the City in a total of 6 prosecutions that were followed through to conviction or alternative disposition. They break down as follows:

Arraignments & Rule 8 Hearings: 3  
Pretrials: 3  
Omnibus Hearings: 0  
Court Trials: 0  
Jury Trials: 0  
Revocation/Plea Hearings/Sentencing: 0

The report from the court Hearing Officer regarding Afton tickets for the month of February is summarized as follows:

**Afton**

Customers	1	
Citations	1	
Charges	1	
Disposed	1	% Resolved
CFD/DUP	0	100%
Contest/NG	0	
DNQ	0	
Extension	0	
No Guidelines	0	
Parking	0	
Petty Misdemeanor	0	
Misdemeanor	1	