City of Afton

SPECIAL COUNCIL MEETING AGENDA

AFTON CITY COUNCIL CHAMBERS
3033 St. Croix Trail South
Monday, March 6, 2017
At 2:00 p.m.

1. **CALL TO ORDER**
2. **ROLL CALL**
3. **APPROVAL OF AGENDA** – March 6, 2017 Special Council Meeting
4. **CITY COUNCIL BUSINESS**

   A. Purchase of Wetland Credits

   B. City Clerk Hiring Process

5. **ADJOURN**

A quorum of the City Council or Other Commissions may be present to receive information at, but not limited to, any of the following meetings: Planning Commission; the Public Works Committee; Parks Committee; Design Review and Heritage Preservation Commission; Lower St. Croix Cable Commission; LSCWMO; MSCWMO; I-94 Corridor Coalition and the 5-City Mayor's Alliance.

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

Meeting Date March 6, 2017

Council Action Memo

To: Mayor Bend and Members of the City Council

From: Ron Moorse, City Administrator

Date: March 2, 2017

Re: City Clerk Hiring Process

The Personnel Committee is meeting on Friday, March 3 regarding the City Clerk hiring process, and will provide information and recommendations to the Council at the Special Council Meeting.

Council Action Requested
Motion regarding the City Clerk hiring process.

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

Meeting Date March 6, 2017

Council Action Memo

To: Mayor Bend and Members of the City Council

From: Ron Moorse, City Administrator

Date: March 2, 2017

Re: Purchase of Wetland Credits

Background

In early 2016, the Council approved a purchase agreement for the purchase of 1.325 acres of wetland credits required by the Corps of Engineers and Valley Branch Watershed District permitting process, due to wetland impacts related to relocating a portion of the levee to the east. That purchase agreement was not finalized, due to the delay in the project and a related delay in the permitting process. The cost of the wetland credits has increased since that time. Attached is the original purchase agreement showing the original purchase price and the current purchase price. The cost has increased from $30,492 per acre to $37,026 per acre, which has resulted in a total cost of $52,248.31, including the 6.5% state fee. This is an increase of $9,220.29 over the previous cost.

Council Action Requested

Motion to approve the purchase agreement for the purchase of wetland credits in the total amount of $52,248.31, which includes the state fee of $3,188.86.

The following is a sample of a possible Purchase Agreement for the sale of Wetland Banking Credits. This Purchase Agreement does not necessarily cover all of the issues that would be important to Sellers and Buyers, nor does it address the terms that would be appropriate for any particular transaction. Sellers and Buyers should obtain the services of qualified legal counsel to adapt this Purchase Agreement to meet their specific needs.

PURCHASE AGREEMENT FOR WETLAND BANKING CREDITS

THIS AGREEMENT is made this _4th_ day of _January_, 2016_ between Paumen Farms (Brad & Brian Paumen)_____(Seller) and _City of Afton_____ (Buyer).

1. Seller agrees to sell to Buyer, and Buyer agrees to buy from Seller, the wetland banking credits (Credits) listed below:

CREDITS TO BE SOLD

Credit Sub-Group[1]	Acres or Sq. Ft.	Wetland Circ. 39 Type[2]	Plant Community Type[3]	Cost per Acre or Sq. Foot	State Fee 6.5%	Fee Estimate
A.	1.325 ac	2	fresh (wet) meadow	$30,492/ac 37,026	0.065	$2,626.12
B.					0.065	
C.					0.065	
D.					0.065	
E.					0.065	
Totals	1.325			$30,492/ac		$2,626.12

BOP
BTP

☐ Check here if additional credit sub-groups are part of this account and are listed on an attachment to this document.

[1]A separate credit sub-group shall be established for each wetland or wetland area that has different wetland characteristics.

[2]Circular 39 types: 1, 1L, 2, 3, 4, 5, 6, 7, 8, B, U.

[3]**Wetland plant community type:** shallow open water, deep marsh, shallow marsh, sedge meadow, fresh meadow, wet to wet-mesic prairie, calcareous fen, open bog or coniferous bog, shrub-carr/alder thicket, hardwood swamp or coniferous swamp, floodplain forest, seasonally flooded basin. **See *Wetland Plants and Plant Communities of Minnesota and Wisconsin (Eggers and Reed, 1997)* as modified by the Board of Water and Soil Resources, United States Army Corps of Engineers..**

2. Seller represents and warrants as follows:

   a) The Credits are deposited in an account in the Minnesota Wetland Bank administered by the Minnesota Board of Water and Soil Resources (BWSR) pursuant to Minn. Rules Chapter 8420.0700-.0760.

b) Seller owns the Credits and has the right to sell the Credits to Buyer.

3. Buyer will pay Seller a total of $_40,401.90_ for the Credits, as follows:

a) $_0__ as earnest money, to be paid when this Agreement is signed; and

b) The balance of $_40,401.90____ to be paid on the Closing Date listed below.

4. [☒] Buyer, [☐] Seller agrees to pay to a withdrawal fee of $_2,626.12_ to the State of Minnesota based on 6.5% of the agreed to purchase price. At the Closing Date, [☒] Buyer, [☐] Seller will execute a check made out for this amount, payable to the Board of Water and Soil Resources.

5. The closing of the purchase and sale shall occur on _April 29____, 2016__ (Closing Date) at __TBD_. The Closing Date and location may be changed by written consent of both parties. Upon payment of the balance of the purchase price, Seller will sign a fully executed Application for Withdrawal of the Credits in the form specified BWSR, provide a copy of the Application for Withdrawal to the Buyer and forward the same to the BWSR along with the check for the withdrawal fee.

6. Buyer has applied or will apply to __Valley Branch Watershed District_ (Local Government Unit (LGU) or other regulatory authority) for approval of a replacement plan utilizing the Credits as the means of replacing impacted wetlands. If the LGU has not approved the Buyer's application for a replacement plan utilizing the Credits by the Closing Date, and no postponement of the Closing Date has been agreed to by Buyer and Seller in writing, then either Buyer or Seller may cancel this Agreement by giving written notice to the other. In this case, Seller shall return Buyer's earnest money, and neither Buyer nor Seller shall have any further obligations under this Agreement. If the LGU has approved the replacement plan and the Seller is ready to proceed with the sale on the Closing Date, but Buyer fails to proceed, then the Seller may retain the earnest money as liquidated damages.

X _____
(Signature of Seller) (Date)

Bradley D Paumen
(Signature of Seller) (Date)

[signature] 1-4-16
(Signature of Buyer) (Date)

BWSR Form: wca-bank-12 (purchase agreement).doc
Revised 6/26/2014

BDP
BTP

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X Brian T Lamm 1/6/15
(Signature of Seller) (Date)

Bradley A Lamm
(Signature of Seller) (Date)

Brian T Lamm 1-4-16
(Signature of Buyer) (Date)

BDP